APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director
Joel Ontiveros, Chief of Police

AGENDA DATE: August 28, 2012

TITLE: AWARD OF CITYWIDE CAMERA SURVEILLANCE PROJECT CONTRACT AND AUTHORIZATION FOR CITY MANAGER TO EXECUTE CONTRACT AND SUPPORT AGREEMENT WITH AVRIO GROUP SURVEILLANCE SOLUTIONS, LLC PROJECT NO. TS-CCSS 2012-02

RECOMMENDED ACTION

The Public Safety Subcommittee recommends that the City Council take the following actions:

1. Authorize the award of the Citywide Camera Surveillance Project contract to Avrio Group Surveillance Solutions, LLC (Avrio), 3 N. Harrison Street, Suite 100, Easton, Maryland 21601 in an amount not-to-exceed $1,800,000 for installation.

2. Authorize the City Manager to sign the contract with Avrio.

3. Authorize the City Manager to execute the support agreement with one-year of maintenance with additional one-year options for maintenance as follows:

Year 1 maintenance	Included - No Charge
Year 2 maintenance	$98,000
Year 3 maintenance	$112,000
Year 4 maintenance	$125,000
Year 5 maintenance	$145,000

BACKGROUND

The Citywide Camera Surveillance System was first presented to the Public Safety Sub-Committee in a meeting on June 27, 2011. The citywide camera surveillance system

was presented in a Study Session before City Council on September 20, 2011. The Public Safety Sub-Committee recommended that the Police Department continue to move forward with this project at their October 31, 2011 meeting. On November 23, 2011 a Request for Proposals (RFP) was issued for a Project Manager for this project; the RFP process successfully concluded on January 11, 2012. On April 2, 2012 the City issued a RFP concerning the camera surveillance system and eleven proposals were received on May 9, 2012.

Several cities in California, such as the Cities of Redlands, Compton, Bakersfield, Santa Monica, Lynnwood, Fresno, and Vallejo, have camera surveillance systems throughout their cities with varying degrees of coverage. These cameras contribute to the overall safety of the entire community and aid law enforcement's effort in crime prevention and solving crimes.

During the fourth quarter of 2011 and the first quarter of 2012, Police and City Staff reviewed surveillance systems and met with representatives from several Southern California cities concerning their camera system. After evaluating various camera systems, City Staff determined that a citywide camera surveillance system would enhance the law enforcement capabilities of the Moreno Valley Police Department. During this investigation phase, all City Council members expressed support for the citywide camera surveillance system.

DISCUSSION

After eleven proposals were received on May 9, 2012, an evaluation committee was formed to choose a vendor to build the citywide camera surveillance system. The evaluation committee included a Police Lieutenant, a Police Sergeant, the Project Manager, and the City's Technology Services Division Manager. All proposals were read and scored by each member of the evaluation committee, resulting in a ranking of the proposals. The scoring revealed a natural break where four of the proposals were superior to the remaining proposals; these four vendors were considered finalists. A representative from another local city who manages that City's camera system was added to the evaluation committee when finalists were identified.

Proposals from the four finalists were further scrutinized in order to identify the company that staff would recommend to the City Council. A questionnaire, consisting of both common and customized questions, was sent to each finalist. Finalists were asked to both respond to the questionnaire in writing and in person in order to make a presentation to the evaluation committee. Each company was given 4 hours to make their presentation and engage the evaluation committee during the days of May 29 & 30, 2012. After the conclusion of the presentations, the evaluation committee met several additional times. Two of the finalists made proposals that fit the City's needs very well and addressed all of the evaluation criteria. Best and final offers were requested from these two companies. Based on the final offers the committee chose Avrio as the company that best fit the City's requirements.

Avrio submitted a proposal that covers all locations in the City, as identified by the Police Department, in project phases 1, 1a, and 2; the RFP also identifies phase 3 locations. Avrio's proposal covers a total of 67 locations throughout the City; each

location will include at least 3 cameras. The proposal also included 3 mobile camera systems which will be placed as the Police Department identifies an area in need of the use of these cameras.

In addition to cameras the complete system includes two other major components. One of these components is a wireless system to transmit the video images to City Hall and the Police Department. Avrio has proposed a collection of common, well-known wireless equipment placed throughout the city that establishes a network capable of transmitting high quality video images back to storage facilities at City Hall. The exact placement and height of the wireless radios required to be placed remains subject to site surveys, but the proposed system has been designed to require only minimal additions in the future.

The last major component of the system is called the Video Management System (VMS). The VMS is the software responsible for managing all the cameras, stored videos, user permissions, video clip exports, and many other features. Avrio has proposed a common, well-known VMS that has an outstanding list of features.

Avrio's final offer includes price guarantees to the City for any equipment and services that are purchased during the next three years to expand the system. These guarantees give the City a known cost for expanding the coverage of the system to additional locations at a known cost.

Police Department and City staff confidently recommends Avrio based on the merits of their proposal and the checking of several references. The Cities contacted as references for Avrio were very pleased with their camera system and with Avrio's customer service; several of the cities plan to expand their camera systems and view Avrio as the preferred vendor for those expansions.

Project Schedule

The project schedule includes milestones that will enable the Police Department to begin viewing live video from some locations by December of this year. A detailed project schedule is currently being developed and is being heavily influenced by the wireless radio system site surveys.

Project Budget

The City Council, on December 3, 2011, approved the total project funding of $1.9 million, which includes $95,000 for Project Management Services and $1.8 million for the Citywide Camera Surveillance System.

Annual Maintenance

Camera systems, like all hardware and software systems, require annual maintenance agreements in order to continue using the system, to receive enhancements and fixes, and to enable support calls when problems arise. Avrio has agreed to provide the first year of maintenance at no charge; the schedule for annual maintenance is shown below under Alternatives.

The City has budgeted asset depreciation (replacement costs) and annual maintenance for this system at a level that should ensure the success of this on-going system.

ALTERNATIVES

1. Authorize the award of the Citywide Camera Surveillance Project contract to Avrio Group Surveillance Solutions, LLC (Avrio), 3 N. Harrison Street, Suite 100, Easton, Maryland 21601 in an amount not-to-exceed $1,800,000 for installation.

2. Authorize the City Manager to sign the contract with Avrio.

3. Authorize the City Manager to execute the support agreement with one-year of maintenance with additional one-year options for maintenance as follows:

Year 1 maintenance	Included - No Charge
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Year 3 maintenance	$112,000
Year 4 maintenance	$125,000
Year 5 maintenance	$145,000

4. Do not authorize the Citywide Camera Surveillance System contract. ***This action would prevent the building of the Citywide Camera Surveillance System and hamper the plans of the Police Department to enhance public safety in the City.***

5. Provide staff with further direction.

Staff recommends Alternative Nos. 1, 2 and 3.

FISCAL IMPACT

Funding for the $1,900,000 Citywide Camera Surveillance System project budget is available in a Technology Services Capital Improvement Project account (7210-30-39-80010) due to the City Council's previous funding of this project.

Due to the availability of the funding source identified above, approval of the Citywide Camera Surveillance System project contract will have no further impact on the City's General Fund operating budget.

CITY COUNCIL GOALS

The Citywide Camera Surveillance System will contribute towards the City Council's goal of Public Safety, which states: Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

SUMMARY

Following an extensive evaluation process, staff has selected Avrio RMS Group (Avrio) as the preferred vendor for a Citywide Camera Surveillance System through a competitively bid Request for Proposals (RFP) process. Avrio has submitted the proposal that best fits the City's needs from among a field of 11 proposals. The Citywide Camera Surveillance System is anticipated to begin in July 2012 and be completed by March, 2013 with the first cameras operational in December 2012. Avrio has also given the City a price guarantee on any equipment and services that are purchased during the next three years. Therefore, it is recommended that the City Council award the project to Avrio, authorize the Mayor to execute the contract, authorize the City Manager to execute a purchase order for one-time project costs not-to-exceed amount $1,800,000, and authorize the City Manager to execute the one-year maintenance options related to the contract starting in year 2 of the contract.

The proposed Citywide Camera Surveillance System has been reviewed and is supported by the Public Safety Subcommittee.

ATTACHMENTS/EXHIBITS

Attachment 1: Citywide Camera Surveillance Project Contract Agreement

Prepared By:
Steve Hargis
Technology Services Division Manager

Department Head Approval by:
Richard Teichert
Financial & Administrative Services Director

Concurred By:
Brandon Ford
Lieutenant

Concurred by:
Joel Ontiveros
Chief of Police

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

City of Moreno Valley

Attachment 1

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, hereinafter referred to as the "City", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon City policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

This Agreement is made and entered into effective the date the City signs this Agreement.

1. **CONTRACTOR INFORMATION**:

Contractor's Name:	Avrio Group Surveillance Solutions, LLC (aka Avrio RMS Group)
Address:	3 N. Harrison Street, Suite 100
City:	Easton, Maryland 21601
Business Phone:	(410) 820-9334 x101 Fax No.: (410) 820-4304
Other Contact Number:	_____
Business License Number:	_____
Federal Tax I.D. Number:	26-3966298

2. **CONTRACTOR SERVICES, FEES, AND RELEVANT DATES**:

A. The Contractor's scope of service is described in Exhibit "A" attached hereto and incorporated herein by this reference. If there is a conflict between documents incorporated by reference therein, the document highest in precedence shall control. The precedence shall be:
   a. First: This Agreement
   b. Second: City Request for Proposals (RFP)
   c. Third: Contractor Proposal
   d. Fourth: City Finalist Questions
   e. Fifth: Contractor Presentation
   f. Sixth: City Request for Best and Final Offer
   g. Seventh: Contractor Best and Final Offer
   h. Eighth: Support Agreement

   Agreed upon change orders, supplemental agreements, and approved revisions to the specifications become a part of item First.

B. The City's responsibility, other than payment, is described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contractor Starting Date is August 28, 2012 and the Contractor Ending Date is August 27, 2013. The City acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others (including,

without limitation, the City) or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

3. **STANDARD TERMS AND CONDITIONS**:

A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, (collectively, "Claims") incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage. The City shall promptly notify Contractor of any Claims. The City's failure to provide such notice to Contractor shall limit Contractor's defense or indemnification obligations to the extent that the delay is prejudicial to Contractor. Contractor shall have the right to assume the defense and settlement of any third party Claims for which Contractor is providing indemnification hereunder.

F. City Indemnification. The City agrees to indemnify, defend and save the Contractor harmless from any and all liability, Claims, damages or injuries to any person, including injury to the City's, Housing Authority's and CSD's employees and all Claims which arise from the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused by the negligent acts of the City, Housing Authority and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any Claims arising from the negligence or willful misconduct of the

Contractor, its officers, agent, employees, or subcontractors. Contractor's failure to provide such notice to the City shall limit the City's defense or indemnification obligations to the extent that the delay is prejudicial to the City. The City shall have the right to assume the defense and settlement of any third party Claims for which the City is providing indemnification hereunder.

G. Limitation on Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CONTRACTOR'S AGGREGATE LIABILITY FOR CLAIMS BY THE CITY ARISING FROM A BREACH OF THIS AGREEMENT WITH RESPECT TO NON-PERFORMANCE SHALL NOT EXCEED THE AMOUNTS PAID BY THE CITY TO CONTRACTOR HEREUNDER. CLAIMS ARISING FROM PERSONAL INJURY, PROPERTY DAMAGE, LABOR AND MATERIAL CLAIMS, THIRD-PARTY CLAIMS, AND NON-PERFORMANCE RELATED CLAIMS ARE NOT LIMITED BY THE FOREGOING LIMITATION.

H. Insurance Requirements. The Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

The Contractor shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the City, the Housing Authority and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement

⊗ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	$5,000,000 per occurrence/ $5,000,000 aggregate
Property Damage	$500,000 per occurrence/ $500,000 aggregate

⊗ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

⊗ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/CSD/Housing Authority premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City Risk Manager prior to the

execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

I. Intellectual Property. Any system or documents developed, produced or provided by Contractor exclusively for the City under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

J. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

K. Termination.

(a) The City may terminate this Agreement without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. In event of any termination of this Agreement, the City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for the value of all non-objected to services performed by the Contractor and all products delivered and accepted in accordance herewith through the date of termination.

(b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.

L. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractors time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the City's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

M. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

N. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

O. Bonds. The Contractor shall furnish a satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, form, or entity eligible to file a stop notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the City, become non-responsible or unacceptable, the Contractor shall, within ten (10) Calendar Days after receiving notice from the City, provide written documentation to the Satisfaction of the City that Contractor has secured new or additional sureties for the bonds; otherwise the Contractor shall be in default of the Contract. No further payments shall be deemed due or will be made under Contract until a new surety(ies) qualifies and is accepted by the City.

Contractor agrees that the Labor and Materials Payment Bond and Faithful Performance Bond attached to this Agreement are for reference purposes only, and shall not be considered a part of this Agreement. Contractor further agrees that said bonds are separate obligations of the Contractor and its surety, and that any attorney's fee provision contained in any payment bond or performance bond shall not apply to this Agreement. In the event there is any litigation between the parties arising from the breach of this Agreement, each party will bear its own attorneys' fees in the litigation.

P. Traffic Control Plans. Contractor shall submit Traffic Control Plans and receive approval from the City of Moreno Valley, Transportation Engineering Division based on the 2012 Work Area Traffic Control Handbook and the 2012 California Manual of Temporary Traffic Controls for Construction and Maintenance Work Zones from the CalTrans Manual. A copy of the above manuals will be provided by the City.

Q. Permits. Contractor shall obtain approved Encroachment Permit from the Land Development Division, Entry Permit from the Parks and Recreation Division, Building Permit from the Building and Safety Division, and approval and Inspection from the Transportation Division as required by City.

R. California Labor Code. For the field installation portions of the contract the City **requires** the payment of prevailing wages, submission of certified payrolls, and compliance with other Labor Code provisions. *This contract is considered a public works contract as defined by the Public Contract Code. (California Code of Regulations starting at section 16000)*

S. Assignment. Contractor may collaterally assign its rights hereunder to a lender or lenders providing financing for Contractor.

T. Disclaimer of Warranties. OTHER THAN FOR THE EXPRESS WARRANTIES OF CONTRACTOR CONTAINED IN THIS AGREEMENT OR THE RFP, CONTRACTOR DISCLAIMS ALL OTHER EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED HEREUNDER. IN NO EVENT CONTRACTOR'S WARRANTIES SHALL APPLY TO GOODS THAT HAVE BEEN SUBJECTED TO ALTERATION, MISBRANDING, MISLABELING, MISUSE, MISHANDLING, ABUSE, NEGLECT, OR ACCIDENTAL DAMAGE CAUSED BY PARTIES OTHER THAN CONTRACTOR.

SIGNATURE PAGE TO FOLLOW

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
Henry T. Garcia, City Manager

_____
Date

Avrio Group Surveillance Solutions, LLC

BY: _____
Darrin Lipscomb, President

_____
Date

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Chief of Police

_____
Date

_____
Financial & Administrative Services Director

_____
Date

Exhibit A

CITY OF MORENO VALLEY

CITYWIDE CAMERA SURVEILLANCE SYSTEM

PROJECT # TS-CCSS 2012-02

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MORENO VALLEY

REQUEST FOR PROPOSALS

RFP # TT 11/12-10

CITYWIDE CAMERA SURVEILLANCE SYSTEM

PROJECT # TS-CCSS 2012-02

April 2, 2012

Proposals are due Wednesday, May 9, 2012

Before 2:00 p.m. PST

RFP # TT 11/12 10

CITY OF MORENO VALLEY

CITYWIDE CAMERA SURVEILLANCE SYSTEM

PROJECT # TS-CCSS 2012-02

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RFP # TT 11/12 10

CITY OF MORENO VALLEY
Citywide Camera Surveillance System
Project # TS-CCSS 2012-02

GENERAL PROPOSAL TERMS AND CONDITIONS

Notify the City if you wish to receive addendums – Contact the Purchasing Division at PurchasingDivision@moval.org if you wish to receive any addendums via e-mail related to this RFP; otherwise all addendums will be posted on the City's web site. Questions relating to this addendum will be received through April 26, 2012; questions received after that will not be answered.

Requirement to Meet All Proposal Provisions - Each proposer shall meet all of the specifications and RFP terms and conditions. By virtue of the proposal submission, the proposer acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the RFP. Nonsubstantial deviations may be considered provided that the proposer submits a full description and explanation of and justification for the proposed deviations. Whether any proposed deviation is nonsubstantial will be determined by the City of Moreno Valley in its sole discretion.

Communications Regarding Proposal - All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged but will be permitted. However, any such verbal communication shall not be binding on the City. All questions regarding this RFP should be in writing to: PurchasingDivision@moval.org

Proposal Submission – Four (4) printed and one (1) electronic copy of the proposal must be submitted. Each proposal must be submitted on the form(s) provided in the RFP. One (1) Price proposal shall be enclosed in a separate sealed envelope, addressed to:

City of Moreno Valley
City Clerk's Office

(hand or delivery service) **14177 Frederick Street** **Moreno Valley, CA 92552**	***(postal)*** ***PO Box 88005*** **Moreno Valley, CA 92552**

In order to guard against premature opening, the Proposal shall be clearly labeled with the RFP number, title, name of proposer, and date and time proposals are due. If the proposal is delivered to the City in express delivery or other priority mail services, the above information must also be included on the outside shipment envelope.

Submission of One Proposal Only - No individual, or business entity of any kind shall be allowed to make or file or to be interested in more than one proposal, except an alternative proposal when specifically requested. However, an individual who has quoted prices on materials to a proposer submitting a Proposal is not thereby disqualified from quoting prices to other proposers submitting proposals.

RFP # TT 11/12 10

Proposal Withdrawal - A proposer may withdraw its Proposal without prejudice prior to the time specified for the proposal opening by submitting a written request to the City's Finance Director/City Treasurer for its withdrawal. If this occurs, the Proposal will be returned to the proposer unopened. No Proposal received after the time specified or at any place other than the place stated in the Request for Proposals will be considered.

Proposal Retention and Award - The City reserves the right to retain all proposals for a period of 30 days after the proposal opening date for examination and comparison. The City also reserves the right to determine and waive nonsubstantial irregularities in any proposal, to reject any or all proposals, to reject one part of a proposal and accept the other, except to the extent that the proposals are qualified by specific limitations, and to make the award as the interest of the City may require based on the criteria identified in this RFP Terms and Conditions.

Contract Requirement - The proposer to whom the award is made shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by mail to the address given in the proposal or within ten (10) calendar days after receipt by proposer of oral communication of the intent to award, whichever occurs first. The Contract shall be made in the form adopted by the City and incorporated in these specifications. The proposer warrants that proposer possesses, or has arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the work hereunder in compliance with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable; and further, proposer shall comply with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable.

Failure to Accept Contract - If upon notification of intent to award the contract by the City, the proposer fails to enter into the Contract within the specified time period, the pending award will be annulled. Any proposal security will be forfeited in accordance with these RFP Terms and Conditions if a bond or security is required. An award may be made to the next most qualified proposer who shall fulfill every term and condition of the RFP.

Business License - The City's Business Ordinance requires that a Business License be obtained before any business, trade, profession, enterprise, establishment, occupation, or calling is conducted within the City. The amount of the tax is based on gross receipts resulting from business conducted in the City of Moreno Valley and is required to be paid when business is conducted in the City even though the principal location of the business may be outside of the City or a Business License has been issued to them by another city. Issuance of a Business License is only evidence of the fact that the business license fee and applicable business gross receipts tax has been paid. It does not sanction or approve any operation not otherwise permitted. Verification that the proposer has a valid City of Moreno Valley Business License will be obtained by the City prior to the execution of the contract. Additional information regarding the City's Business License program may be obtained by calling (951) 413-3084.

Submission of References - Each proposer shall submit a statement of qualifications and references on the form provided in the RFP package.

Insurance - The Contractor shall meet the following provisions (Sections 1 through 7) relating to insurance coverage.

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1. General Conditions - Without limiting the Contractor's indemnification of City, Contractor shall provide and maintain at its own expense the insurance listed under Section 7 (Evidence of Coverages) covering its operations, subject to the following conditions:

   a) The City, its Boards, Officers, Agents, and Employees shall be included as additional insureds in all liability insurance policies and endorsements thereto except for Workers' Compensation and Professional Errors and Omissions. The City shall be named Loss Payee as its interest may appear in all property insurance.

   b) Such insurance shall be primary with respect to any insurance maintained by City and shall not call on City's insurance for contributions.

   c) With respect to the interests of the City, the Contractor's insurance shall not be canceled nor reduced in coverage or limits until after thirty (30) days written notice shall have been sent by certified mail (return receipt requested) to the City of Moreno Valley, Finance Department, 14177 Frederick Street, PO Box 88005, Moreno Valley, CA 92552-0805, and shall contain an unequivocal clause so stating.

   d) A City approved endorsement or certified copy of insurance policy providing coverage shall be submitted to and approved by the City's Risk Manager prior to commencement of any work or tenancy.

2. Workers' Compensation - The Contractor shall procure and maintain, during the life of the contract, workers' compensation insurance or a valid certificate of consent to self-insure for all its employees engaged on or at the site of the project. In case any of the work is sublet, the Contractor shall require all subcontractors to similarly provide workers' compensation insurance for all the latter's employees unless such employees are covered by protection afforded by workers' compensation insurance carried by the Contractor.

   By submitting a proposal pursuant to these specifications, Contractor hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation.

3. Aggregate Limits/Blanket Coverage - If any of the required insurance coverages contain aggregate limits or apply to other operations or tenancy of the Contractor outside these specifications, Contractor shall give City prompt, written notice of any incident, occurrence, claim, settlement, or judgment against that insurance which may diminish the protection that such insurance affords the City. Contractor shall further take immediate steps restoring such aggregate limits or shall provide other insurance protection for such aggregate limits.

4. Modification of Coverage - The City reserves the right at any time during the term of any contract executed with the Contractor pursuant to these specifications (Contract) to change the amounts and types of insurance required hereunder by giving Contractor ninety (90) days written notice. If such change should result in a premium increase in excess of ten (10%) percent to Contractor, City agrees to negotiate additional compensation proportional to the increased benefit to the City.

5. Failure to Procure or Maintain Insurance - Contractor's failure to procure or maintain required insurance program shall constitute a material breach of contract under which the City may immediately terminate the Contract or, at its discretion, procure or renew

such insurance to protect the City's interests and pay any and all premiums in connection therewith, and recover all monies so paid from Contractor, or deduct all monies so paid from payments due Contractor.

6. Underlying Insurance - Contractor shall be responsible for requiring indemnification and insurance from its employees receiving mileage allowance, consultants, agents, and subcontractors, if any, to protect the Contractor's and the City's interests, and for ensuring that such persons comply with any applicable insurance statutes. Contractor is encouraged to seek professional advice in this regard.

7. Evidence of Coverages - Evidence of coverages (as checked below) having as a minimum the limits shown must be submitted and approved prior to commencement of work or any tenancy. Amounts shown are Combined Single Limit (CSL). Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount.

Description	Limits
X Workers' Compensation	Statutory
(X) Employer's Liability	$500,000
X General Liability (must be written on an Occurrence Form)	$5,000,000
(X) Premises and Operations	
(X) Contractual Liability	
(X) Independent Contractors	
(X) Products/Completed Operations	
(X) Broad Form Property Damage	
X Automobile Liability (must be written on an Occurrence Form)	$1,000,000
(X) Owned Automobiles	
(X) Nonowned/Hired Automobiles	
X Professional Errors and Omission	$1,000,000

Non-Exclusive Contract - The City reserves the right to purchase the items listed in the Detailed Proposal Specifications/Proposal Submission Form, as well as any supplemental items, from other vendors during the contract term.

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CITY OF MORENO VALLEY
Citywide Camera Surveillance System
Project # TS-CCSS 2012-02

BACKGROUND ON CITYWIDE CAMERA SURVEILLANCE PROJECT

The City of Moreno Valley, Police and Financial & Administrative Services Departments, are requesting proposals pursuant to Project # TS-CCSS 2012-02, Citywide Camera Surveillance Installation and Integration. The completed Citywide Camera Surveillance system will be utilized by the City to support public safety, traffic management, and asset protection activities in service to its citizens.

As the City makes cutbacks in the area of public safety, a citywide camera system will aid law enforcement in their efforts to combat crime in the community. Efforts to research the benefits of a City-wide camera surveillance system included staff visiting the cities of Redlands and Santa Monica to view their camera systems. Both Redlands and Santa Monica had very positive feedback on their camera systems. Their Citywide camera systems have allowed them to actively monitor parks, piers, shopping malls, and parking lots from a remote location. While monitoring their Citywide camera surveillance systems, they have witnessed crimes occurring such as vandalism, burglaries, drug deals, and assaults with a deadly weapon. Additionally, officers have been able to deter city ordinance violations, such as being in a park after hours. The use of the citywide camera surveillance system has led to the identification and arrest of suspects in a multitude of crimes. In some of these cases, by the time officers arrived to investigate a crime, if the suspects have disposed of any evidence; the citywide camera surveillance system has aided officers in the recovery of evidence.

Most camera systems offer software analytics; this software lends itself to making law enforcement more efficient. For example, there is technology that allows for the use of virtual trip wires at desired locations. Crossing these virtual trip wires activates an alarm in the monitoring room and leads to quick action by officers and the ability to coordinate a response to apprehend suspects. There is also software available for license plate reading as vehicles pass through intersections. Some cities use add-on capabilities for gunshot sound recognition and locating. Gunshot sound locating, yet another analytical tool, requires equipment and software be placed at the camera locations. When a gunshot sound is detected, the cameras in that area are automatically turned towards the gunshot sound. This technology can aid in coordinating responses by police and medical personnel to safely render aid to victims and to apprehend suspects. These are just a few of the technologies that are available for a Citywide camera surveillance system. Each of these components to the Citywide camera surveillance system is aimed at preventing or reducing crime, and in cases where a crime occurs, documenting it.

In researching Citywide camera surveillance systems staff discovered that the communications infrastructure is an expensive, upfront cost; however, it is a necessary cost in order to correctly build a lasting foundation. Trying to expand infrastructure as the system grows raises costs in the long term. This is a lesson learned from the City of Redlands and they have encouraged our city to avoid the same mistake. Absent fiber communications throughout the City, a wireless backhaul system is envisioned for this project. As existing fiber plans become a reality, the system will be converted from wireless to fiber. With solid infrastructure in place, the Citywide camera surveillance system can expand to add cameras as funding becomes available.

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CITY OF MORENO VALLEY
Citywide Camera Surveillance System
Project # TS-CCSS 2012-02

QUALIFICATIONS AND SCOPE OF WORK

The vendor's history of performance and demonstrated ability in providing similar wireless based video surveillance solutions will be assessed. Preference will be given to vendors who are able to provide solid references and who have demonstrated a history of meeting project implementation and long-term maintenance commitments.

The vendor's qualifications and certifications associated with the proposed technologies will be considered.

The total budget for this Citywide Camera Surveillance System is $1.8 million dollars. In order to minimize the City's risk involved with the completion of this project, the successful bidder will be required to either (A) execute a performance bond for $540,000 dollars, or (B) agree to a payment schedule where the final $540,000 is not due until the City has formally accepted the complete system.

There are no contingency funds; respondents are required to meet the functional requirement of this RFP while staying within this budget.

April 11, 2012 1pm	Pre-bid meeting Police Department Main Conference Room 22850 Calle San Juan De Los Lagos Moreno Valley, CA 92552
May 2012	Evaluate RFP responses
June 2012	Negotiate with Finalists
June 12 or 26, 2012 Tuesday 6:30 pm	Award contract
July 2012	Begin implementation of the system
November 30, 2012	Complete implementation of the system

This RFP covers the above estimated schedule through November 2012; the dates are subject to change.

Proposal Content - The City is requesting comprehensive proposals to design, acquire, install, and maintain a city wide surveillance system to serve as a turnkey solution. The City plans to install surveillance cameras on city owned infrastructure including traffic control and lighting poles as well as city owned buildings. In addition the city plans to utilize public – private partnerships which will also allow the use of privately owned infrastructure for camera or wireless radio placement. The City's goal for the system is to provide video technology to

improve overall safety and security to the residents of the city.

The City has little fiber infrastructure at this point and is requiring that a wireless backbone be placed throughout the City. This backbone must meet the broadband requirements of the listed camera locations as indicated on the attached maps. The backbone infrastructure should be designed to allow for the addition of new cameras as they are added by the City. It is our desire to obtain as close to 100% coverage of the City as possible. Vendor will identify locations throughout the City to place access points and backhaul infrastructure to bring the video signals to the City of Moreno Valley Emergency Operations Center (EOC) for recording and distribution for viewing from multiple locations within the City network. Fiber infrastructure is being expanded as the budget allows which will complement the backhaul for the Citywide Camera Surveillance System. The plan to expand the City to the southeast will include the requirement to expand fiber in that area. If fiber is available (see Attachment Q for map of existing fiber) it is the preferred method of providing the video backhaul to the EOC, otherwise the wireless backhaul will have to be used.

The City requires the complete backbone to be built out with as many cameras included in the proposal as the budget will allow. A list (Exhibit A) of the proposed camera locations is attached including cameras located at intersections within the City and at several City Parks. Phases 1 & 1A camera locations are the most important locations for immediate placement and are not in any order of importance. Phase 2 camera locations are listed in descending order of importance. Phase 3 camera locations may be addressed at a later time if the budget does not allow for them now. There are 36 Phase 1 locations listed on the map but this does not necessarily equate to 36 cameras. Most camera locations at intersections could easily include two fixed high definition and/or megapixel cameras and one PTZ camera. The City desires that cameras at park locations make it possible to monitor persons in the vicinity of the restrooms, playgrounds, and the parking lots as well as in common areas. The City also desires that select cameras be placed in locations and at proper heights to make facial recognition possible using software provided by DataWorks Plus (www.dataworksplus.com). Cameras located at intersections should have a clear view of all directions if possible. Cameras should be able to distinguish make, model, color, and number of people in the vehicle passing through the view of the camera. The ability to read a license plate is desired if possible.

The City also desires three portable “camera systems” which can be set up for use on a pole with relative ease. These cameras will be used for emergency situations as well as for gathering potential evidence for police investigations. The “camera system” will include a PTZ camera and necessary equipment to connect into the video backhaul for recording at the EOC. The Vendor shall train selected City personnel, at the request of the City, to move these cameras to desired locations.

In order to assure long term viability of the system the City desires to assure the system is interoperable with a wide variety of component hardware and software applications well into the future. Therefore, solutions which maximize the use of widely available hardware and software from well-established providers are preferred. The City also prefers solutions which can demonstrate interoperability of all proposed system components with equipment and software from a variety of alternate manufacturers.

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The selected bidder shall provide all materials and labor required to implement a fully functioning system. The system will be implemented to the extent the budget will allow.

Prevailing Wages - For the field installation portions of the contract the City requires the payment of prevailing wages, submission of certified payrolls, and compliance with other Labor Code provisions. *This contract is considered a public works contract as defined by the Public Contract Code (California Code of Regulations starting at section 16000).*

Evaluation Criteria

The criteria and requirements listed below form the basis for evaluating each proposal; the proposal to which the City awards the contract will offer the best balance of these criteria while achieving the most complete and responsive compliance with the requirements. The City expects the evaluation process to follow 3 steps. Step 1 will include a thorough review of every proposal to identify multiple proposals that will be deemed finalists. Step 2 will result in a ranking of the finalists proposals and may include reference checks, discussions, meetings, presentations, site visits, or demonstrations of the proposed system. Step 3 will involve negotiations with finalists and result in awarding a contract to the successful proposal. Proposal clarifications may occur with multiple vendors simultaneously; however, negotiations resulting in a contract will occur one proposal at a time.

1. Functional Requirements and Characteristics
    a) Wireless coverage of the City with respect to the existing camera locations and the future addition of camera in different areas
    b) Ability to monitor all areas indicated on the location maps
    c) Ability to readily identify objects of interest anywhere within camera range for both live and recorded video
    d) Analytic abilities of the cameras and the Video Management System (VMS)
2. Flexibility, Ease, and Intuitiveness of Use
    a) Ability to utilize the system in all of the scenarios envisioned (e.g., video monitoring from multiple locations)
    b) Thoroughness and practicality of the camera system, including software, integration, analytics, as well as intuitive design
3. System Hardware/Software Environment and System Performance
    a) Ability to integrate 3rd party functionality into the VMS; including the breadth, performance, and ease of use of the tools
    b) Wireless network bandwidth and performance among cameras, VMS, storage, and monitoring locations
    c) Ability of the hardware and software to accommodate growth with minimal disruption and expense

4. Capacity of the Storage
   a) Length of time to store recorded video
   b) Ability to easily add storage capacity
   c) Ability to inexpensively add storage capacity
   d) Ability to manage storage with existing staff and knowledge of SAN management
5. Vendor Responsiveness and Performance
   a) Experience and skills of the organization and personnel
   b) Past performance with the City and on similar projects elsewhere
   c) System implementation plan and schedule
   d) Thoroughness and practicality of backbone design

Technical Requirements - Provide alarming capability for programmable events. Alarm capability shall include at a minimum, on-screen alerts, audible alarms and generate email notifications. The VMS shall support multiple alarms and is desired to integrate with the County of Riverside CAD system, Tiburon.

Manage Internet-Protocol (IP) cameras or analog cameras with encoders from multiple manufacturers. H.264 is a recording requirement and compatibility with high definition and/or megapixel technology is required.

Provide the ability to export video in a variety of common formats as well as a (watermarked) export with a player download which allows the video to be played on most computers without having to download a player onto the users' computer. Copied video must meet District Attorney's Office and Court regulations to be legally admissible in court as evidence and preserve the chain of custody.

Include adequate processing power and speed to comfortably support all system requirements.

Include adequate disk and controller redundancy using an appropriate RAID configuration to assure system will continue to operate in the event of a single disk failure and/or a single controller failure.

VMS must be capable of recording pre-event and post-event footage for cameras set to record on motion only.

A supported Software Development Kit (SDK) to allow custom development of software to provide additional video management features as required. The SDK should include API's which 3rd party products can use to integrate (e.g. Kimley-Horn & Associates, KITS). Indicate whether or not the 3rd party APIs are used by the product to provide core system functionality.

Use of common storage technologies on readily available hardware obtainable from a variety

of well-established manufacturers.

Three portable wireless camera, radio, and antenna assemblies shall be delivered, complete with training on their setup and use. Each shall be deployable, including fully functioning backhaul communications, anywhere in the City with a minimum of effort.

All servers and equipment with the capability to synchronize time will be compatible with a Spectracom time server.

We require a breakdown of cost by location of equipment so if we need to trim cost or add equipment we know what it will take to meet our goal.

The wireless backhaul will be brought back to the City of Moreno Valley EOC building located at 22870 Calle San Juan De Los Lagos.

If any proposed camera site lacks power we will consider moving the camera to a different nearby location or delete that location so it may be addressed at a later date

All contractors and their employees will adhere to all Federal and State of California laws and all county and local codes. Work will be inspected periodically to insure compliance. City personnel may accompany installers at any time.

If a licensed radio channel is to be used the license will be obtained by and issued in the name of the City of Moreno Valley.

All PTZ cameras and the VMS must be capable of receiving alarm triggers for repositioning to a preset or set of co-ordinates. We intend to integrate the VMS with the Riverside County CAD system for alarm triggers. PTZ cameras must have the capability to be set to a preset view and move automatically when an alarm trigger is received. We would like to group cameras for a single alarm trigger so a “Code Alex” scenario (will be explained at pre-bid meeting) would move several cameras to preset locations.

Analytics is a necessary element for the system including but not limited to abandoned object, trip wires, motion, and vandalism detection or hooding, and flow of traffic. We wish to expand the VMS at a later date to also include License Plate Recognition. We desire the capability to follow a suspect or vehicle from camera to camera in the live or recorded view if that technology is available and affordable.

The VMS shall be capable of passing one way audio over the wireless network to allow a monitor to speak to subjects at parks so an officer does not need to be dispatched to the location to contact an individual.

The VMS must allow users to be setup to allow limited to full access to live or recorded video at our discretion. Some cameras will belong to various groups (e.g., Traffic, Police, School District, individual businesses, Facilities, etc.) and the VMS must allow us to give access to live and recorded video from cameras based on group permissions. The group permissions must be able to overlap; for example, the Police group must be able to address and control all cameras but the School District can only access the cameras near schools.

A remote video viewing station will be set up in the Community Room off the lobby of the Police Department. This viewing station must have the capability to have the video stream disconnected immediately by the activation of a "kill" switch located in the main monitoring station within the police department. This "kill" switch may be mechanical or software driven if reliable. A camera to monitor those viewing the system shall be placed in the room to verify who was in the room and observe no recording devices were used while viewing the cameras.

PTZ cameras must have "window blanking" or "masking" of areas within the view of the camera to deal with right to privacy issues.

Current police department cameras and interview room cameras need to be integrated into the new system. There are currently approximately 48 cameras inside the Police Department that terminate in the sergeants office into three i3VR digital video recorders. The video may be brought into the system either by replacing the cameras and wiring and bringing IP video into the system or by use of encoders. Vendor shall propose the best solution.

Synchronized playback is a requirement. A user must be able to synchronize the playback so that events captured by different cameras can be viewed simultaneously on the same timescale.

Mapping of cameras with multiple layers is a must so that the viewer can "drill" down through layers of county, city, area, and maps of building with a hyperlink to video for a specific camera. An ESRI shape file is preferred (City will provide ESRI base shape files if requested). Maps are to be associated with police department beats and zones. A Google Earth or aerial map is acceptable.

Cameras must have true day/night switching capabilities and certain locations may require IR lighting.

Latency when switching from camera to camera on the system must be kept to an absolute minimum and specifically addressed in the proposal with the maximum acceptable latency factor identified in fractions of a second.

Vendor shall document all components in their proposal. This includes manufacturer, model number and specifications. Supporting documentation including User and technical guides, user ids, passwords, license keys, original copies of software, and any other elements required to fully operate, maintain, and upgrade the system shall be provided.

Vendor shall ensure all installation personnel are appropriately licensed and all equipment is installed according to appropriate code requirements.

Vendor is required to provide information regarding potential scalability of proposed system. The entire system shall be capable of adding components to allow for future growth without a major upgrade of components.

During the warranty period, the vendor shall maintain locally or regionally readily available supplies of system spare parts in adequate quantity to ensure the rapid replacement of any

system-related component(s) which may fail. This supply of spare parts will enable the Vendor to perform critical repairs to the system within a four hour time frame. [Project Coordinator, or his designee, may maintain a supply of spare cameras and system components at their sole discretion].

It is desired that cameras be recorded at 15 to 30 frames per second depending on the camera location. We also desire the recording solution to be overbuilt as far as storage is concerned to allow for the expansion of the system. Business partners and the school district may bring many cameras into the system in the near future.

The VMS must have the capability of storing "stills" or "snapshots" from recorded video.

All wiring must be neat and installed to BICSI standards by industry certified personnel.

Desired Technical Specifications/Requirements - It is desirable for the VMS to post thumbnails representing video clips as the result of a search so video may be searched more rapidly. A click of the mouse should cause a selected thumbnail to play the associated video clip.

It is highly desirable to integrate video from third parties such as schools, banks, businesses and other city departments into one system. How this is to be accomplished must be addressed in the proposal.

We desire the capability to integrate with school intercom systems so a monitor can speak to subjects over the school districts' "Bogen" outdoor intercom.

The VMS should have audit ability capable of tracking user login, export of video and it is desired that camera usage be tracked also. This audit log will require the user to enter a reason for the download, such as a police file number or a reason that is in a drop down menu. If a file number is not entered or left blank, or the reason is invalid, it should not allow the recording to be downloaded by the individual user, but it can be overridden by a system administrator.

We desire the ability to record several television channels including audio primarily for news broadcasts.

Preference will be given to video solution that will allow for an unlimited number of users without an associated individual licensing fee.

Cameras must be able to default to a predetermined setting after being idle a specified time period. Preference is to have the ability to change the preset based on time of day and day of the week.

Training Requirements - The vendor shall prepare, administer and conduct an onsite training program designed for designated personnel to fully and efficiently operate and maintain the installed video monitoring system. Training shall be of sufficient scope and depth to ensure all designated personnel who complete the program shall be fully qualified, certified and capable of operation the system as installed including any programming of camera analytics or the VMS.

The vendor shall provide a copy of all training aids to the City.

The vendor shall prepare and provide a complete training and operational manual for all installed systems to the City.

Maintenance/Service Requirements - An ongoing maintenance and service support program is considered integral to this project. The selected vendor shall provide on-call service support 24 hours per day, 365 days per year starting the day the City certifies complete system acceptance. The selected vendor shall also provide, as part of maintenance, preventative care for the cameras and radios no less than twice each year. This includes camera lense or dome cleaning, camera positioning adjustments, and wireless radio adjustments. All cameras and other equipment shall have a warranty of at least one year with cost of all maintenance for first year included. City desires Vendor to bid yearly maintenance cost for five additional years on a year by year basis.

Vendor shall be capable of providing on-site maintenance and repair within 4 hours in the event the wireless network goes down, multiple cameras go off line, or if the monitoring center loses control or video image, or is incapable of viewing or recording video feeds.

Minor problems may be handled on a next business day basis.

Maintenance and service shall not be transferred or assigned to any subcontractor without prior written approval from the City.

Maintenance work shall be performed by competent and qualified personnel under supervision and direct employ of the vendor with proper licensing.

Law Enforcement Background Check - All employees working on the premises will be required to submit and pass a Law Enforcement Background – Criminal History Check. Forms will be provided for your employees. Any work done on the premises will be pre-arranged in order to have police personnel accompany workers. Vendor will assign a designee to be available to attend one hour Community Advisory Meetings held at the police department once a month or less often as required

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City of Moreno Valley
Citywide Camera Surveillance System
Project # TS-CCSS 2012-02

SUMMARY PROPOSAL SUBMISSION FORM

Dated:_____

TO: City of Moreno Valley
Purchasing Division
PO Box 88005
Moreno Valley, CA 92552-0805

The undersigned declares that he or she has carefully examined Project # TS-CCSS 2012-02 accompanying the Request for Proposals, and is thoroughly familiar with the contents thereof; and is authorized to represent the proposing firm; and proposes to provide:

Proposal Item: Citywide Camera Surveillance System

Firm Name: _____

Address: _____

_____

Signature: _____ Phone No:_____

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CITY OF MORENO VALLEY
Citywide Camera Surveillance System
Project # TS-CCSS 2012-02

STATEMENT OF PROPOSER'S QUALIFICATIONS AND REFERENCES

The proposer is required to state his or her financial ability to undertake these services, and to provide a general description of similar work performed.

Please list the actual years of experience while engaged in providing the type of work included within the scope of work of this request for proposals, and list the business name under which the services were performed:

Actual Years' Experience	Name of firm(s) under which services were performed

List and describe fully the last two contracts performed by your firm that demonstrate your ability to complete the work included within the scope of work of the RFP. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your qualifications.

Reference No. 1

Customer Name: _____

Contact Individual: _____ Phone No: _____

Address: _____

Contract Amount: _____ Year: _____

Description of work done: _____

_____

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Reference No. 2

Customer Name: _____

Contact Individual: _____ Phone No: _____

Address: _____

Contract Amount: _____ Year: _____

Description of work done: _____

_____

Reference No. 3

Customer Name: _____

Contact Individual: _____ Phone No: _____

Address: _____

Contract Amount: _____ Year: _____

Description of work done: _____

_____

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CITY OF MORENO VALLEY
Citywide Camera Surveillance System
Project # TS-CCSS 2012-02

STATEMENT OF PROPOSER'S QUALIFICATIONS AND REFERENCES

STATE OF CALIFORNIA, COUNTY OF _____

I am the _____ of _____ the proposer herein. I have read the foregoing statement and know the contents thereof; and I certify that the same is true of my own knowledge, except as to those matters which are therein stated upon my information or belief, and as to those matters I believe it to be true.

Executed on _____at _____, California
(date) (place)

I declare, under penalty of perjury, that the foregoing is true and correct.

_____
Signature of Proposer

_____
Title

CITY OF MORENO VALLEY
Citywide Camera Surveillance System
Project # TS-CCSS 2012-02

WORKERS' COMPENSATION INSURANCE CERTIFICATE

Sections 1860 and 1861 of the California Labor Code require every contractor to whom a public works contract is awarded to sign and file with the awarding body the following statement:

> "I am aware of the Provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

By: _____

Date: _____

Title: _____

CITY OF MORENO VALLEY
Citywide Camera Surveillance System
Project # TS-CCSS 2012-02

IMPORTANT INFORMATION REGARDING TIMELY SUBMITTAL OF PROPOSAL

ON-TIME RECEIPT OF YOUR RESPONSE - The responsibility of ensuring that your time-sensitive document is received by the due date and time AND delivered to the City office stated in our invitation, rests solely with the sender. You may hand deliver your document to the proper office listed in the invitation. Only an official time stamp from the City office listed in our invitation is acceptable as proof of timely delivery. A delivery time stated by a delivery service is not valid as proof of timely delivery. The City of Moreno Valley assumes no responsibility for bids, proposal or quotes which arrive at the City office stated in our invitation beyond the due date and time.

> PLEASE NOTE: Deliveries made to the City by the United States Postal Service, or any other delivery service, will be routed through an internal delivery system. Utilizing any delivery service will delay delivery to the actual addressed City office or individual and may cause your response to be late and unacceptable.

Regardless of the method you choose to submit your time-sensitive document, you must allow for our internal delivery system to process your item to the required office before the due date and time. In order to be fair to all responders, late bids, proposals or quotes will not be accepted and will be returned unopened.

You are encouraged to contact the number listed in the RFP for verification of receipt or contact the City at 951-413-3000 to be connected to the appropriate office.

SAMPLE CITY CONTRACT

City of Moreno Valley

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, hereinafter referred to as the "City", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon City policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

This Agreement is made and entered into effective the date the City signs this Agreement.

1. **CONTRACTOR INFORMATION**:

Contractor's Name: _____
Address: _____
City: _____ State: ____ Zip: _____
Business Phone: _____ Fax No. _____
Other Contact Number: _____
Business License Number: _____
Federal Tax I.D. Number: _____

2. **CONTRACTOR SERVICES, FEES, AND RELEVANT DATES**:

A. The Contractor's scope of service is described in Exhibit "A" attached hereto and incorporated herein by this reference.
B. The City's responsibility, other than payment, is described in Exhibit "B" attached hereto and incorporated herein by this reference.
C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
D. The Contractor Starting Date is _____ and the Contractor Ending Date is _____. The City acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

3. **STANDARD TERMS AND CONDITIONS**:

A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.
B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or

employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. City Indemnification. The City agrees to indemnify, defend and save the Contractor harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, Housing Authority's and CSD's employees and all claims which arise from the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused by the negligent acts of the City, Housing Authority and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. The Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

The Contractor shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the City, the Housing Authority and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement

☐ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance

shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	$5,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$500,000 per occurrence/ $500,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☐ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/CSD/Housing Authority premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended

only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

J. (a) The City may terminate this Agreement without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

(b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.

K. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractors time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the City's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

L. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

SIGNATURE PAGE TO FOLLOW

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley	Insert Name of Contractor
BY: _____ City Manager	BY: _____
	TITLE: _____ (President or Vice President)
	_____ Date
	BY: _____
	TITLE: _____ (Corporate Secretary)
	_____ Date

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Chief of Police

_____
Date

_____
Financial & Administrative Services Director

_____
Date

EXHIBIT C

TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed $.....

2. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml

3. The Contractor will electronically submit an invoice to the City as provided in this Agreement for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org

   Accounts Payable questions can be directed to (951) 413-3073.

   Copies of invoices shall be submitted to the Financial & Administrative Services Department at

   <email address>@moval.org or calls directed to (951) 413-????.

4. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:
   http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:

   A. Vendor Name, Mailing Address, and Phone Number
   B. Invoice Date
   C. Vendor Invoice Number
   D. City-provided Reference Number (e.g. Project, Activity)
   E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

EXHIBIT C

SAMPLE CITY PERFORMANCE BOND

BOND NO._____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
($540,000)

PROJECT NO. TS-CCSS 2012-02

CITYWIDE CAMERA SURVEILLANCE SYSTEM
MORENO VALLEY, CALOFIRNIA

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to XXXXXXXXXXXXXX, Principal hereinafter designated as "Contractor" and have entered into a Contract Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Contract Agreement, dated _____, 2012, and identified as **Project No. TS-CCSS 2012-02**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Agreement is required to furnish a bond guaranteeing the faithful performance of said Contract Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of Five-hundred and Forty-thousand dollars, ($540,000), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Contract Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Agreement or to the work or the Provisions.

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on

this _____ day of _____ 2012.

CONTRACTOR	SURETY
Name:_____	Name:_____
Address: _____	Address:_____
_____	_____
Telephone No.:_____	Telephone No.:_____
By: _____	By:_____ Attorney-in-Fact

Approved as to Form this

_____ day of _____, 2012

_____
City Attorney
City of Moreno Valley

NOTE: This bond must be executed by both parties. Corporate seal may be affixed hereto. All signatures must be acknowledged before a notary public (attach acknowledgments). The attorney-in-fact for the corporate surety must be registered, as such, in at least one county in the State of California. (Attach one original Power of Attorney sheet for each bond).

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EXHIBIT A

CAMERA LOCATIONS BY PRIORITY

	Location		Phase	Direction	PTZ Included
	Beginning of Phase 1				
1	Ironwood & Pigeon Pass	Red	Phase 1	E/W	Y
2	Ironwood & Graham	Red	Phase 1	E/W	Y
3	Sunnymead Ranch PKY & Old Lake	Red	Phase 1	S/W	Y
4	Sunnymead Ranch PKY & Heacock	Red	Phase 1	N/S	Y
5	Sunnymead Ranch PKY & Perris	Red	Phase 1	N/S	Y
6	Hemlock & Heacock	Red	Phase 1	E/W	Y
7	Hemlock & Pigeon Pass	Red	Phase 1	N/S	Y
8	Sunnymead Blvd. & Heacock	Red	Phase 1	N/S	Y
9	Sunnymead Blvd & Graham	Red	Phase 1	E/W	Y
10	Sunnymead & Perris	Red	Phase 1	N/S	Y
11	Sunnymead & Indian	Red	Phase 1	E/W	Y
12	Frederick & Dracaea	Red	Phase 1	N/S	Y
13	Frederick & Center Point	Red	Phase 1	N/S	Y
14	Frederick & Alessandro	Red	Phase 1	E/W	Y
15	JFK & Perris	Red	Phase 1	N/S	Y
16	Day St. & Campus	Red	Phase 1	S/W	Y
17	Old HWY 215 & Alessandro	Red	Phase 1	E/W	Y
18	Old HWY 215 & Cactus	Red	Phase 1	E/W	Y
19	Iris & Perris	Red	Phase 1	E/W	Y
20	Iris & Lasselle	Red	Phase 1	N/S	Y
21	Iris & Moreno Beach	Red	Phase 1	E/W	Y
22	Alessandro & Perris	Red	Phase 1	E/W	Y
23	Alessandro & Nason	Red	Phase 1	E/W	Y
24	Perris & Hemlock	Red	Phase 1	N/S	Y
25	Heacock & JFK	Red	Phase 1	N/S	Y
26	Lasselle & Cactus	Red	Phase 1	E/W	Y
27	HWY 60 & Nason	Red	Phase 1	N/S	Y
28	HWY 60 & Moreno Beach	Red	Phase 1	N/S	Y
29	West Bluff Park	Red	Phase 1		Y
30	MV Comm Park	Red	Phase 1		Y
31	Sunnymead Park	Red	Phase 1		Y
32	Woodland Park	Red	Phase 1		Y
33	Pedrorena Park	Red	Phase 1		Y
34	Victoriano Park	Red	Phase 1		Y
	End of Phase 1				
	Beginning of Phase 1a				
35	Ironwood & Redlands	Blue	Phase 1a	N/S	Y
36	Perris & Nandina	Blue	Phase 1a	N/S	Y
37	HWY 60 E/B on ramp & Sunnymead	Blue	Phase 1a	E/W	Y
38	Towngate Memorial Park	Blue	Phase 1a		Y
39	Day St. & Box Springs.	Blue	Phase 1a	S/W	Y
	End of Phase 1a				

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	Location		Phase		Direction	PTZ Included
			Beginning of Phase 2			
40	HWY 60 N/S & Heacock	Gold	Phase 2		N/S	Y
41	Alessandro & Indian	Gold	Phase 2		N/S	Y
42	Lasselle & Rancho Verde HS	Gold	Phase 2		N/S	Y
43	Heacock & San Michele	Gold	Phase 2		N/S	Y
44	Indian & Nandina	Gold	Phase 2		N/S	Y
45	Frederick & Cottonwood	Gold	Phase 2		E/W	Y
46	Perris & Cottonwood	Gold	Phase 2		N/S	Y
47	Day St. & Eucalyptus	Gold	Phase 2		E/W	Y
48	Perris & Eucalyptus	Gold	Phase 2		N/S	Y
49	Frederick & Sunnymead Blvd	Gold	Phase 2		N/S	Y
50	Indian & Cottonwood	Gold	Phase 2		N/S	Y
51	Alessandro & Heacock	Gold	Phase 2		E/W	Y
52	Pigeon Pass & Old Lake Rd.	Gold	Phase 2		N/S	Y
53	Heacock & Dracaea	Gold	Phase 2		N/S	Y
54	Perris & Dracaea	Gold	Phase 2		N/S	Y
55	JFK & Lasselle	Gold	Phase 2		N/S	Y
56	Heacock & Fir	Gold	Phase 2		N/S	Y
57	Day & Cottonwood	Gold	Phase 2		N/S	Y
58	Indian & Ironwood	Gold	Phase 2		N/S	Y
59	Perris & Ironwood	Gold	Phase 2		E/W	Y
60	Indian & Bay	Gold	Phase 2		N/S	Y
61	Kitching & Alessandro	Gold	Phase 2		E/W	Y
62	HWY 60 E Perris off ramp & Sunnymead	Gold	Phase 2		E/W	Y
63	Camino Flores & Gentian Park	Gold	Phase 2			Y
64	Heacock & Ironwood	Gold	Phase 2		E/W	Y
65	Alessandro & Moreno Beach	Gold	Phase 2		N/S	Y
66	Alessandro & Redlands	Gold	Phase 2		E/W	Y
67	Green Belt	Gold	Phase 2			Y
			End of Phase 2			
			Later Phases			
68	Ironwood & Moreno Beach	Grn	Phase 3		E/W	Y
69	Heacock & Reche Vista	Grn	Phase 3		E/W	Y
70	Indian & Atwood	Grn	Phase 3		E/W	Y
71	Indian & Myers	Grn	Phase 3		N/S	Y
72	Indian & Webster	Grn	Phase 3		N/S	Y
73	Lasselle & Margaret	Grn	Phase 3		N/S	Y
74	Kitching & Elder	Grn	Phase 3		E/W	Y
75	Kitching & Ironwood	Grn	Phase 3		E/W	Y
76	Nason & Cactus	Grn	Phase 3		N/S	Y
77	Nason & Eucalyptus	Grn	Phase 3		N/S	Y
78	Nason & Fir	Purp	Phase 3a		E/W	Y
79	Mountain View & Counrty Gate	Purp	Phase 3a			Y
80	Pigeon Pass & N. Hidden Springs	Grey	Last	No Power	N/S	Y

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	Location		Phase		Direction	PTZ Included
81	HWY 60 & Theodore	Grey	Last	No Power	N/S	Y
82	Poorman's Reservoir	Grey	Last	No Power		Y
83	Shelia & Filaree / Gentian & Shelia	Grey	Last	No Power	E/W	Y
84	Elm & Pepper (Clover)	Grey	Last	No Power	N/S	Y
85	Adrienne/Pride/Allies/Courage SHOE	Grey	Last	No Power	E/W	Y

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EXHIBIT B

CAMERA LOCATIONS DIAGRAMS

Phase 1

MV00173619

Two areas of fixed coverage and 360^0 capability.
FALL RIVER RD
IRONWOOD AVE
23011
23021
23031
23041
23051
22954
22965
12034
12150
SCOTIA LN
Powered by GeoS

MV00173620

Two areas of fixed coverage and 360^0 capability.
SEAFARER WAY
IRONWOOD AVE
23442
23457
23465
23471
23479
23487
11975
11950
11960
11904
23547
23515
23525
12020
12030
12036
12042
12046
12047
23553

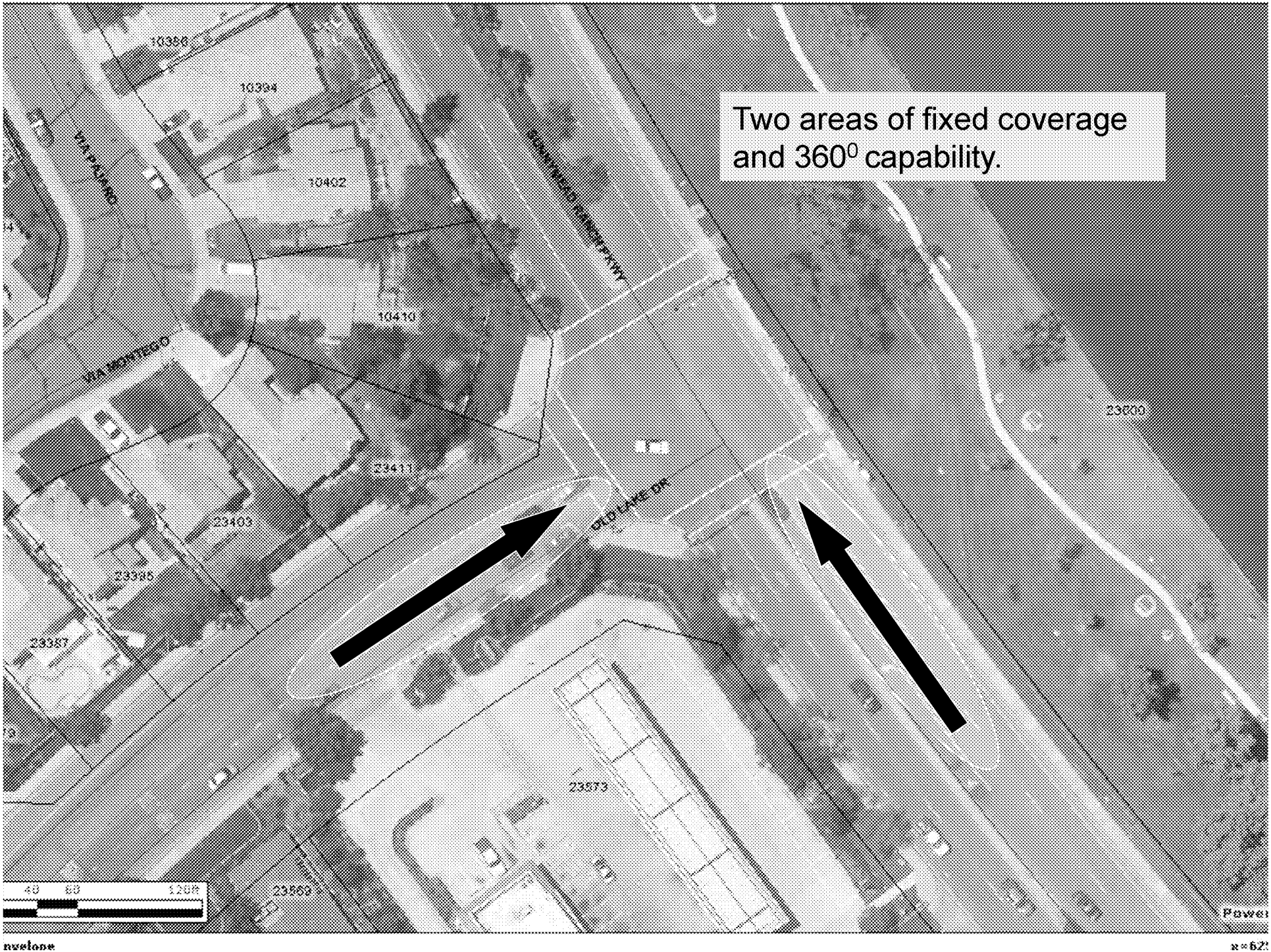
Two areas of fixed coverage and 360^0 capability.
10350
10394
10402
10410
23411
23403
23395
23387
23379
23373
23359
23200
VAQUERO
SAN MONTEGO
SUNNYVALE SARATOGA RD
OLD LAKE DR
40 80 120ft

MV00173622

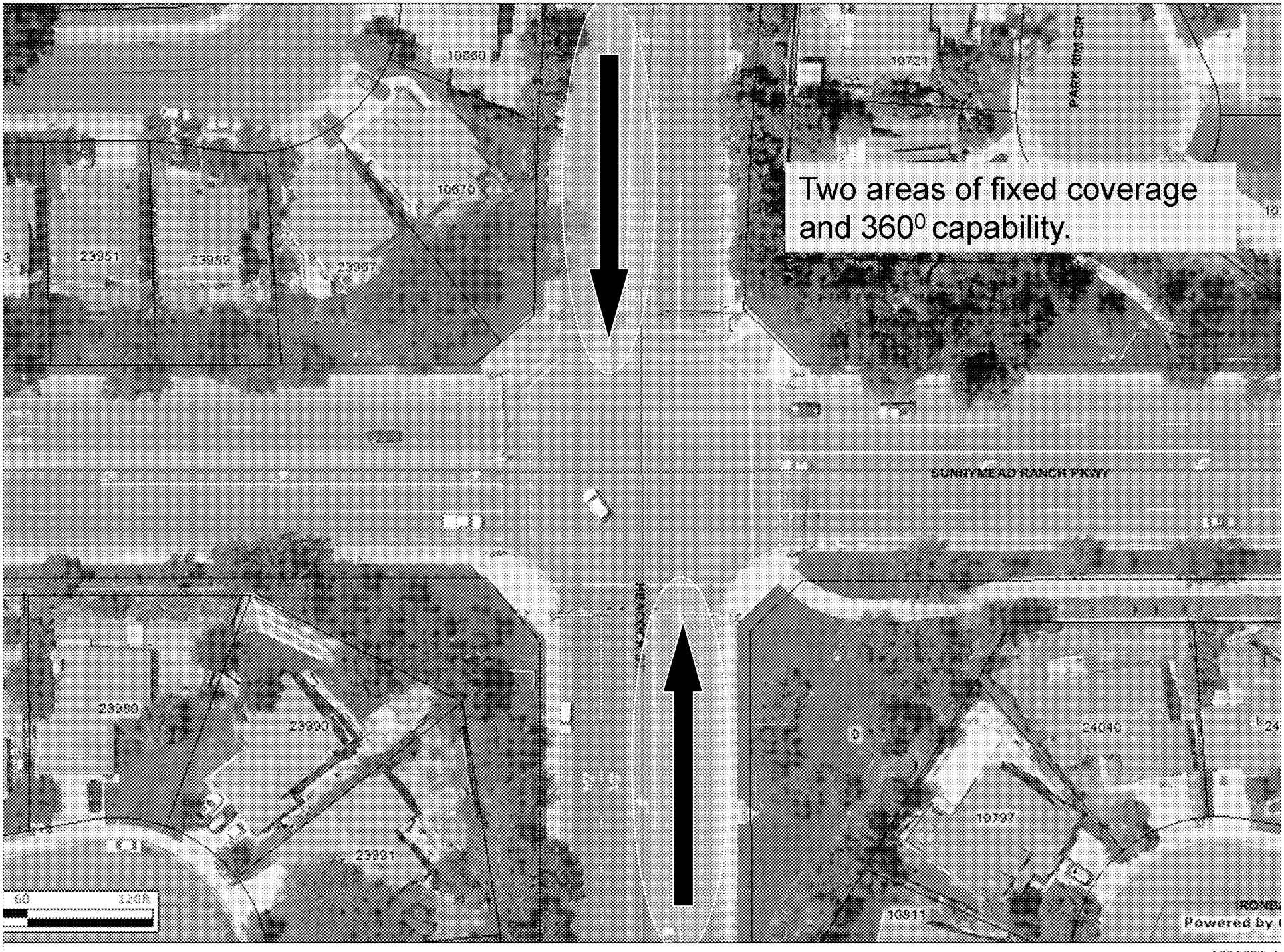
Two areas of fixed coverage and 360⁰ capability.
SUNNYMEAD RANCH PKWY
PARK RIM DR
10721
10670
23951
23959
23967
23980
23991
24040
10797
10811
Powered by

MV00173623

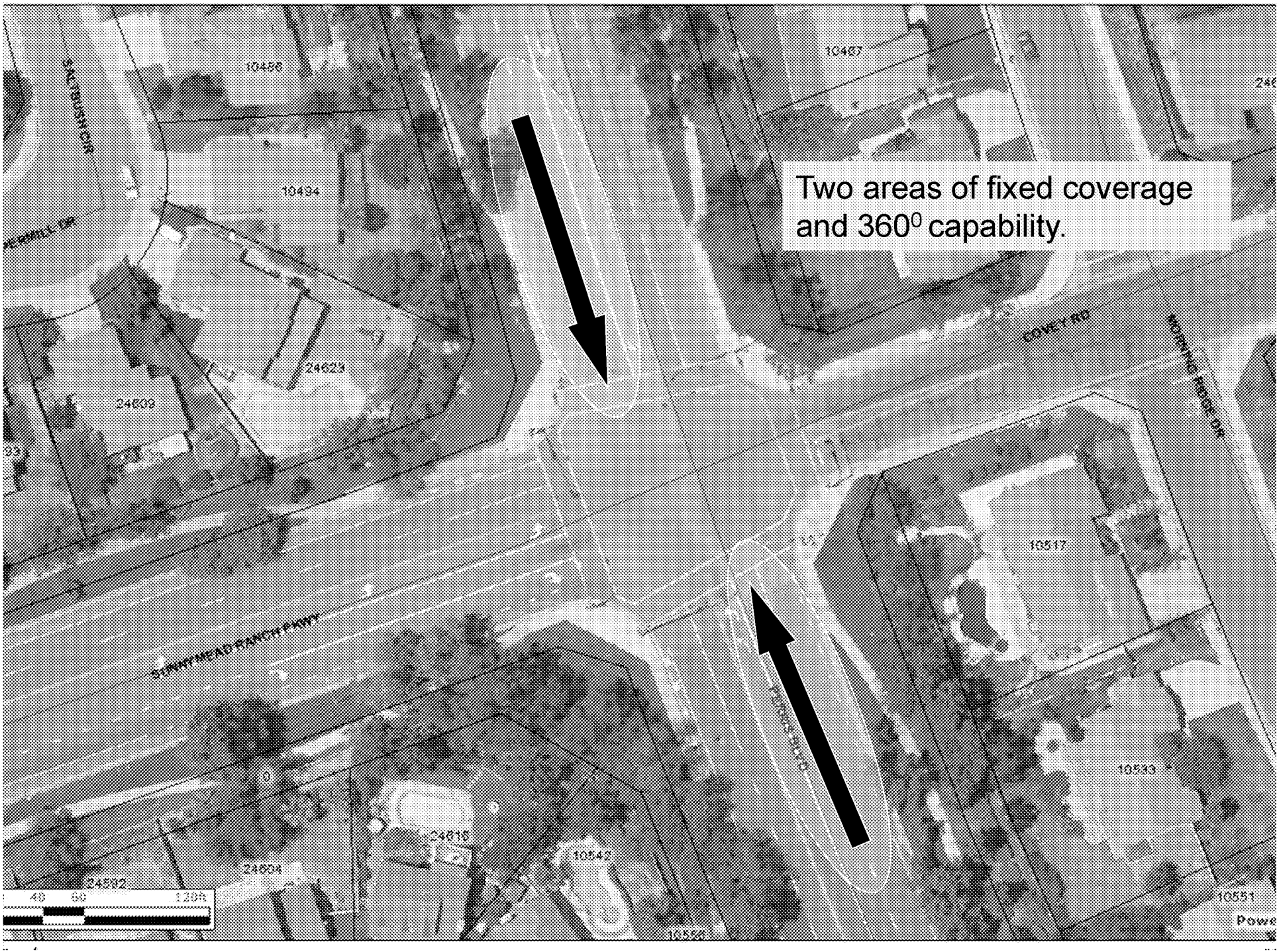
Two areas of fixed coverage and 360⁰ capability.
10456
10434
24623
24609
10437
COVEY RD
10517
SUNNYMEAD RANCH PKWY
10533
24610
10543
24604
24592
10551
10556

MV00173624

Two areas of fixed coverage and 360⁰ capability.
12208
12246
12255
12275
12280
12441
Pow

MV00173625

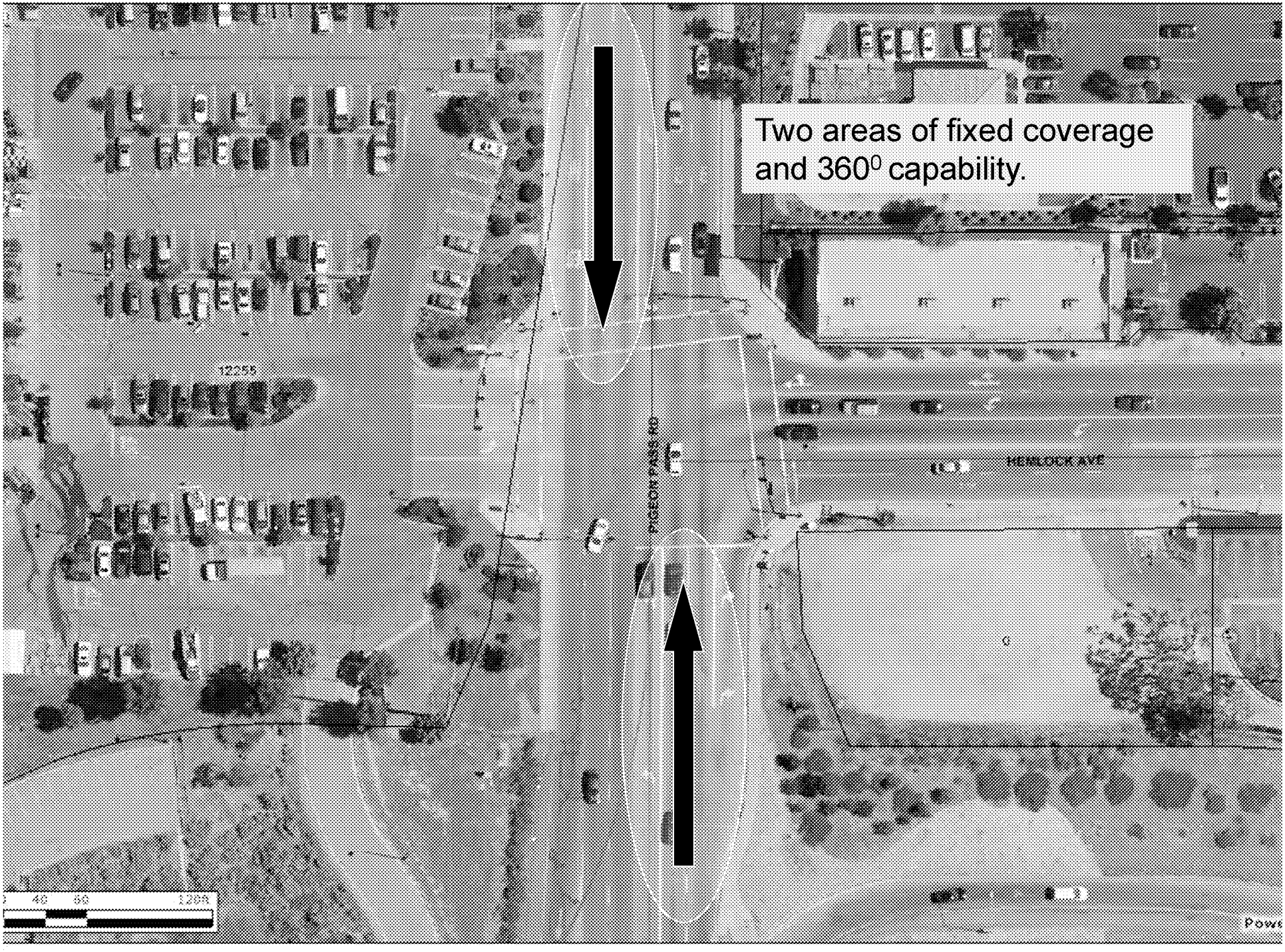
Two areas of fixed coverage and 360⁰ capability.
HEMLOCK AVE
PIGEON PASS RD
12255
40
80
120ft

MV00173626

Two areas of fixed coverage and 360⁰ capability.
Could change to East/West coverage if freeway cameras are obtained.
SUNNYMEAD BLVD
24010
23935
24007
24025
12540

MV00173627

Two areas of fixed coverage and 360⁰ capability.
SUNNYMEADOWS DR
SUNNYMEAD BLVD
COURAGE ST
23550
12541
12541
12517
12511

MV00173628

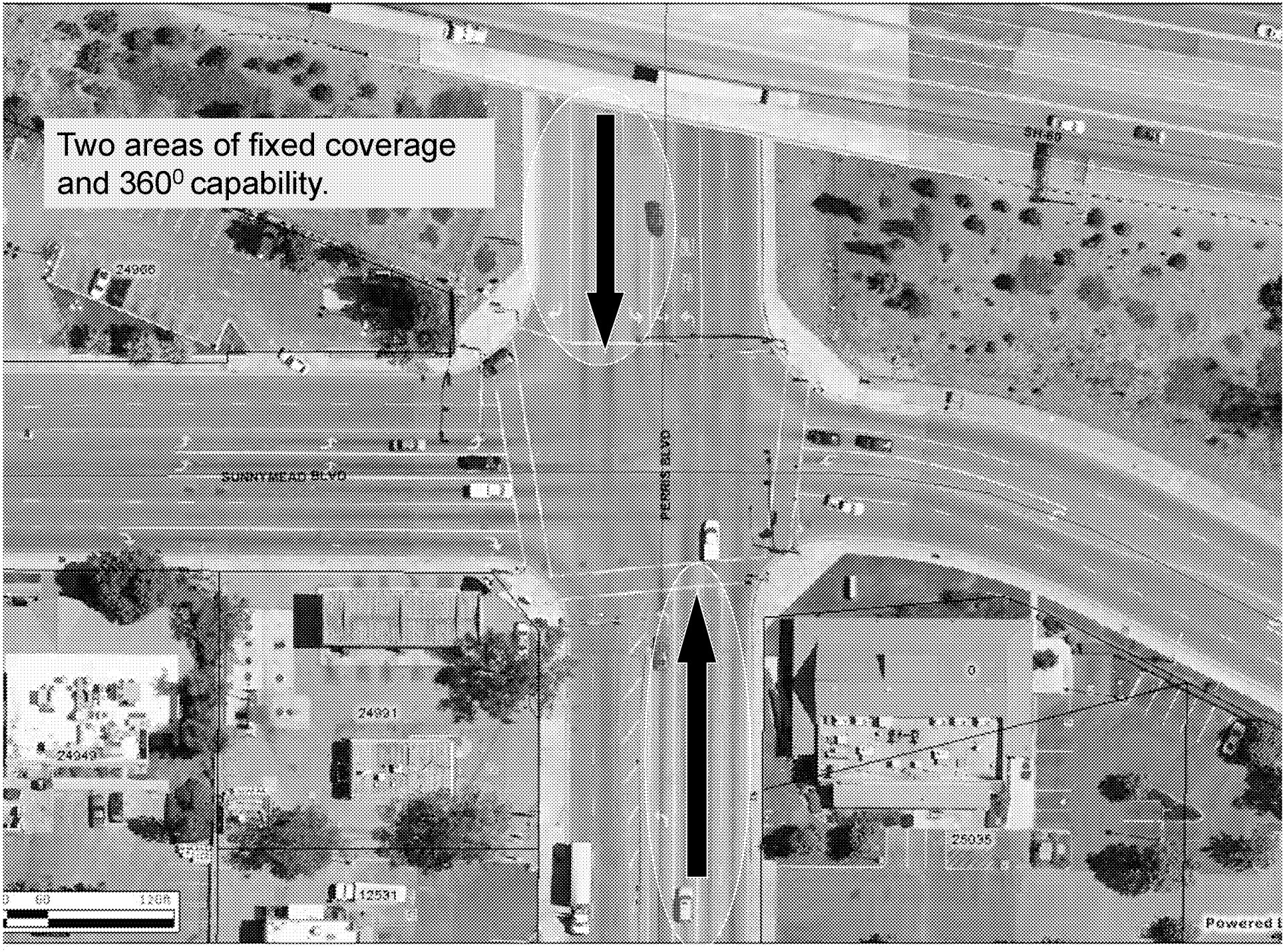
Two areas of fixed coverage and 360^0 capability.
SUNNYMEAD BLVD
PERRIS BLVD
24900
24931
24949
12531
25035

MV00173629

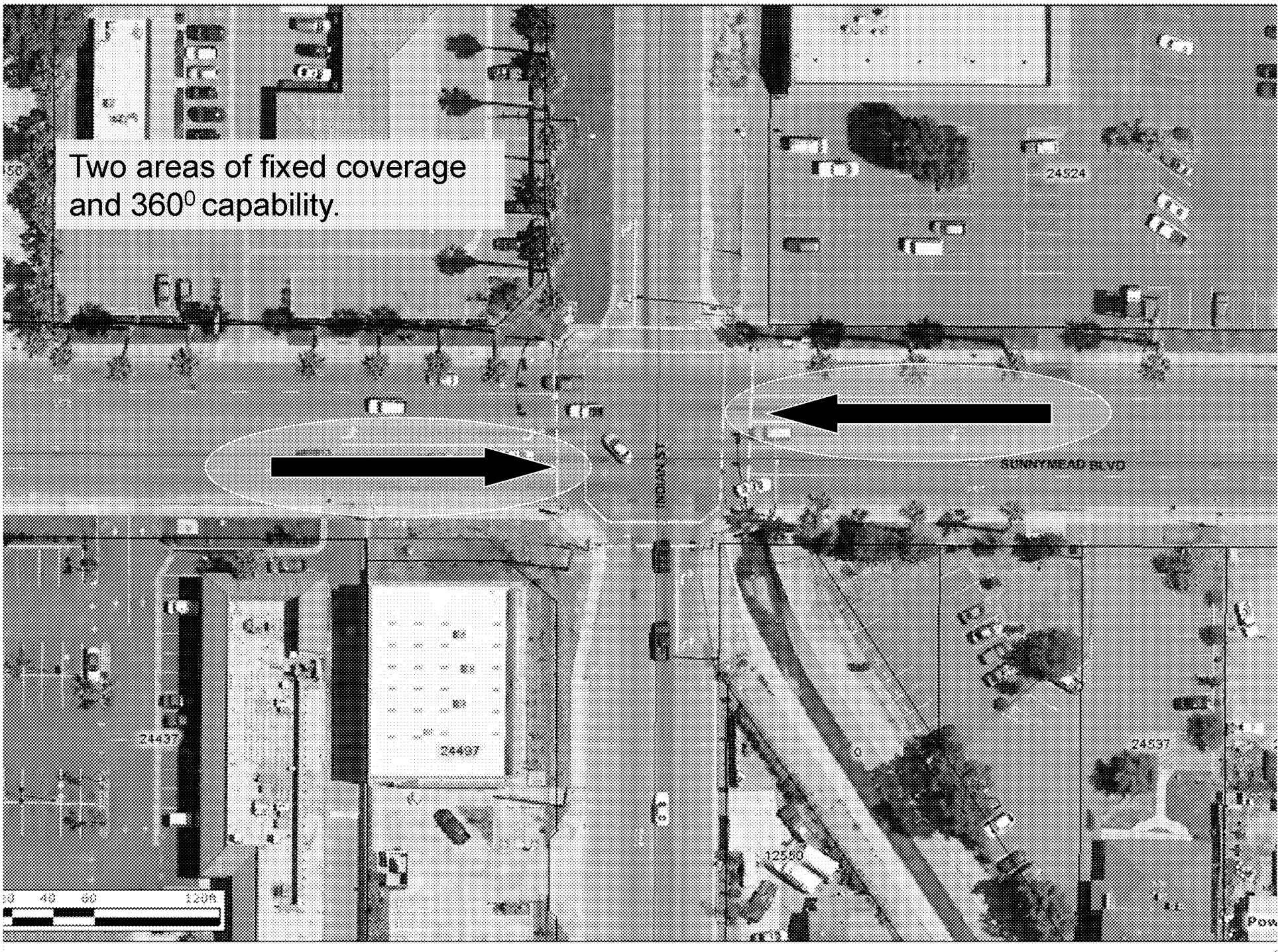
Two areas of fixed coverage and 360⁰ capability.
24524
SUNNYMEAD BLVD
24437
24437
24537
12550

MV00173630

Two areas of fixed coverage and 360⁰ capability.
ORACAEA AVE
ORACAEA AVE
13205
13213
13221
13231
13241
13208
13214
13220
13230
13240
13250
13260
13270
13280
13281
13187
13193
13202
40
80
120ft

MV00173631

Two areas of fixed coverage and 360^0 capability.

MV00173632

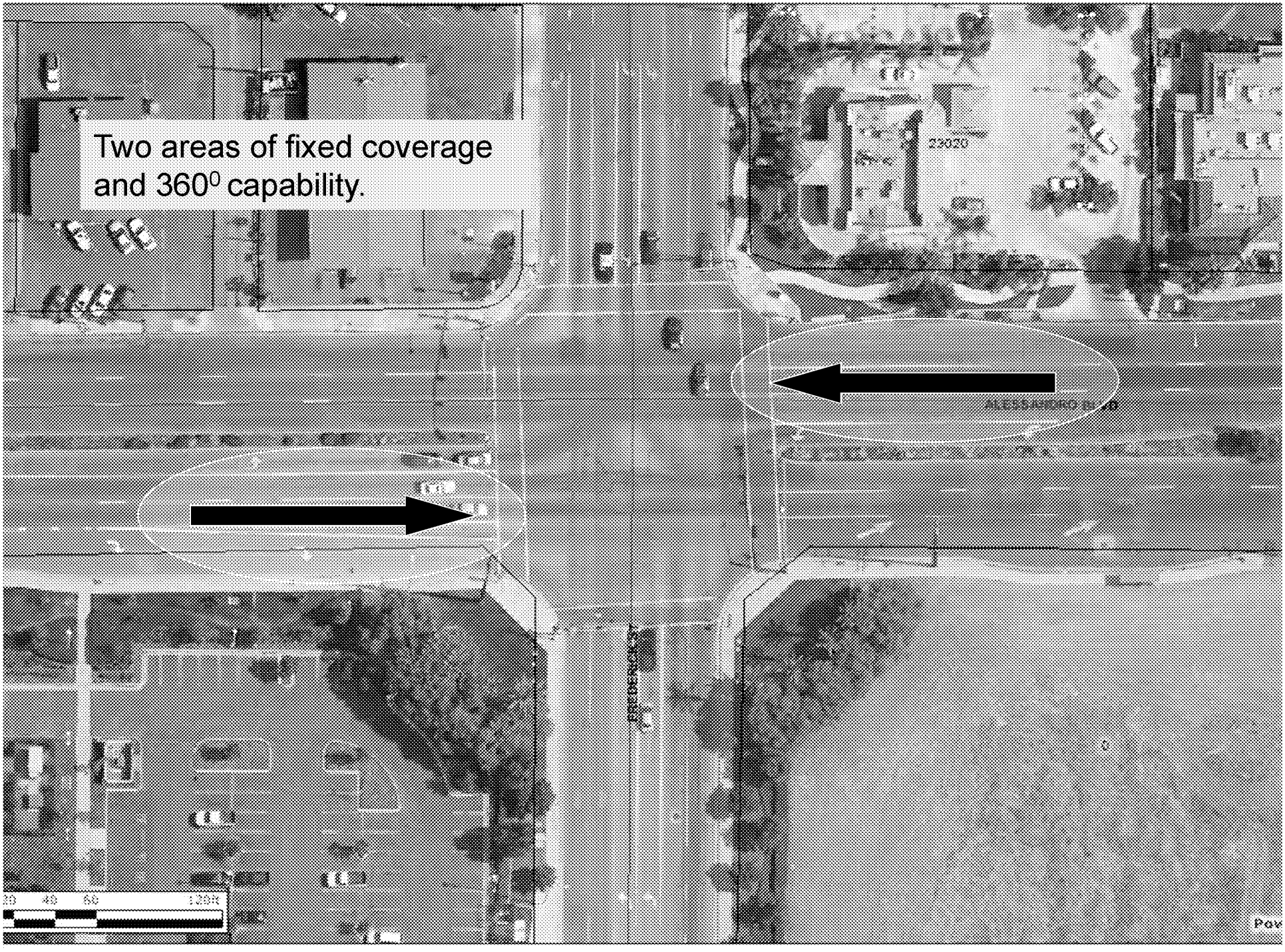
Two areas of fixed coverage and 360^0 capability.
23020
ALESSANDRO BLVD
FREDERICK ST

MV00173633

Two areas of fixed coverage and 360^0 capability.
CROFTBORO RD
JOHN F KENNEDY DR
PERRY BLVD
14970
14971
24955
24965
24975
24985
24995
14950
15025
15030
Powered

MV00173634

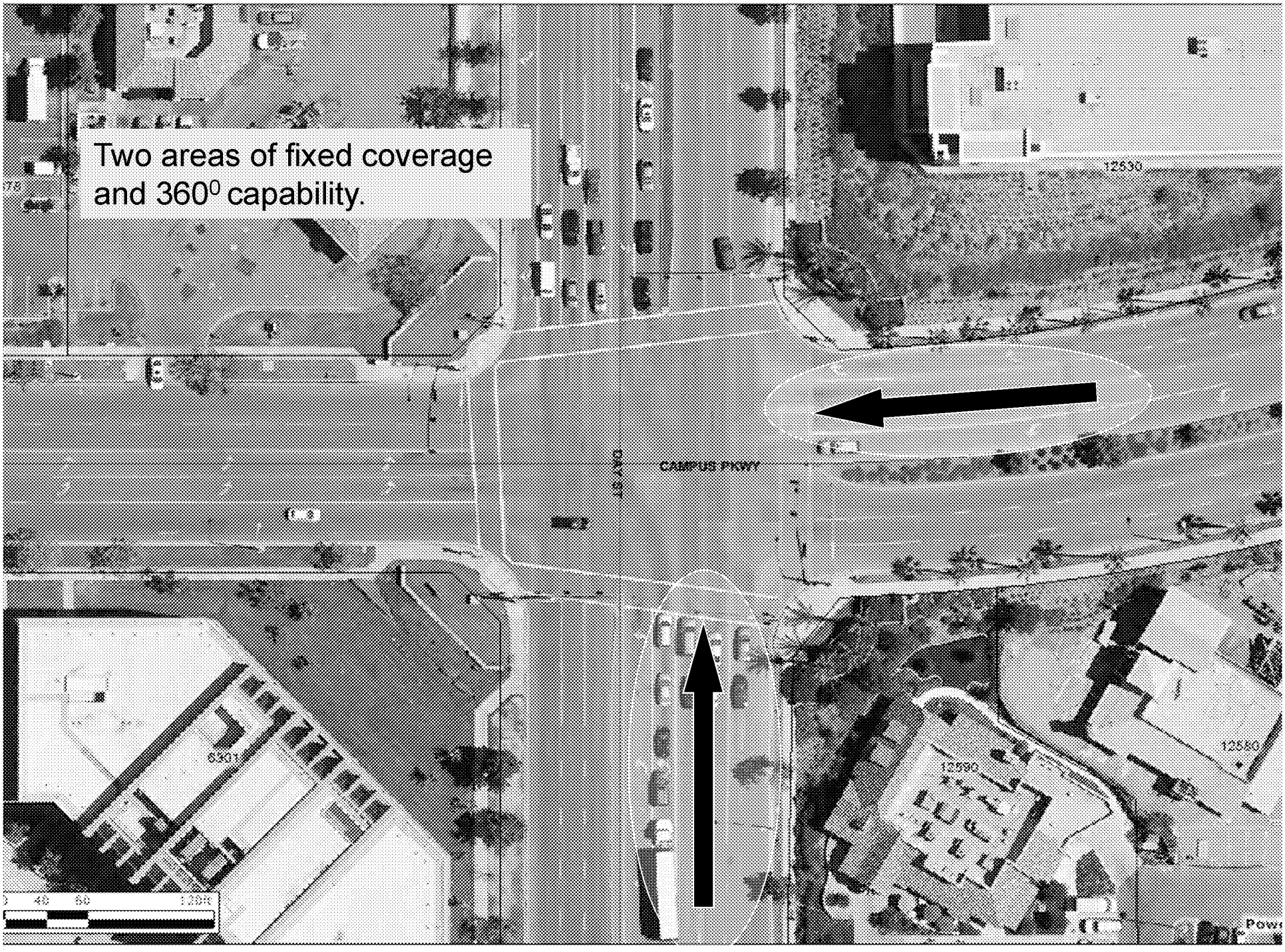
Two areas of fixed coverage and 360^0 capability.
CAMPUS PKWY
12530
12580
12590
6301

MV00173635

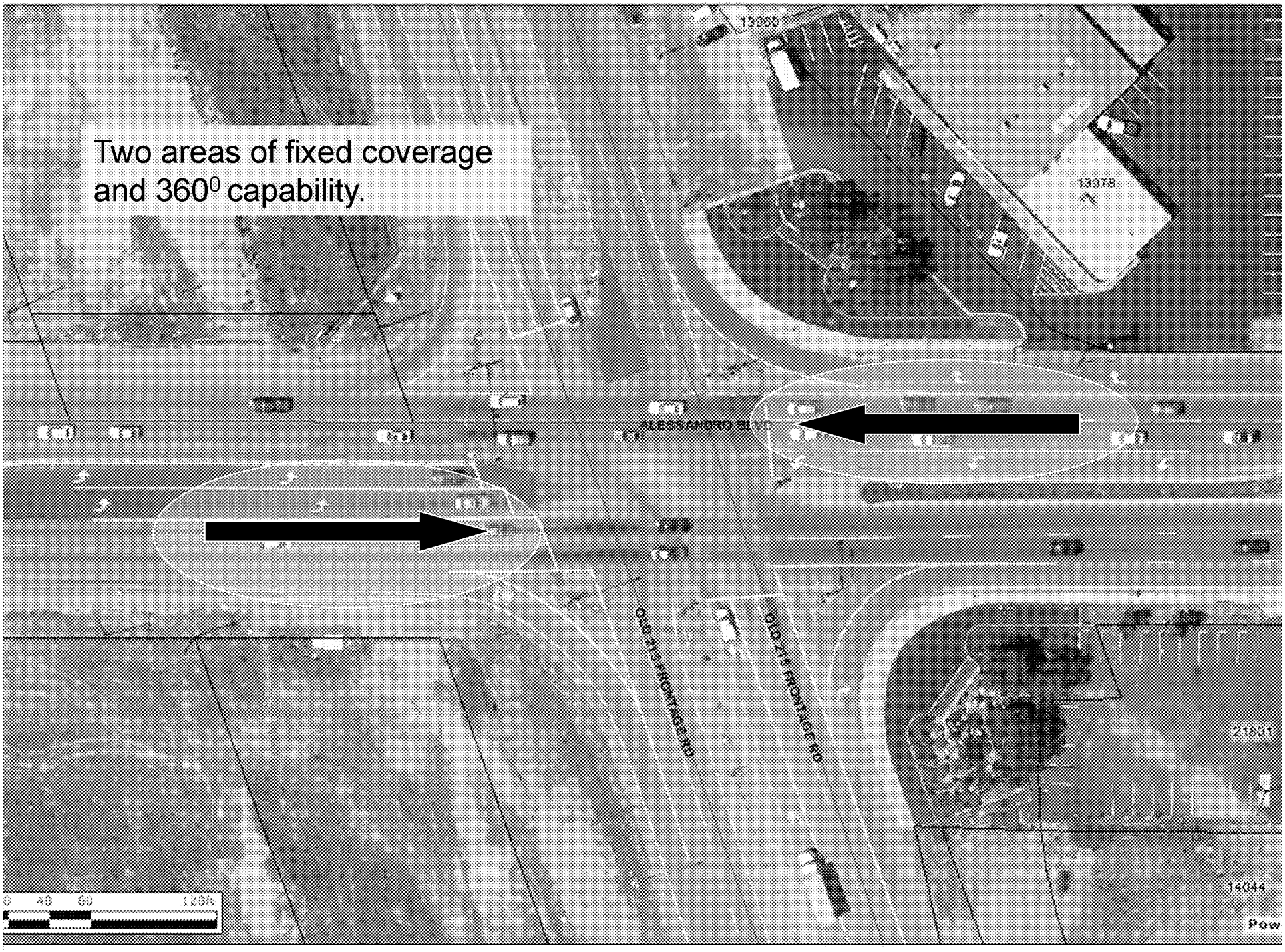
Two areas of fixed coverage and 360^0 capability.
13400
13378
ALESSANDRO BLVD
OLD 215 FRONTAGE RD
OLD 215 FRONTAGE RD
21801
14044
0 40 80 120ft

MV00173636

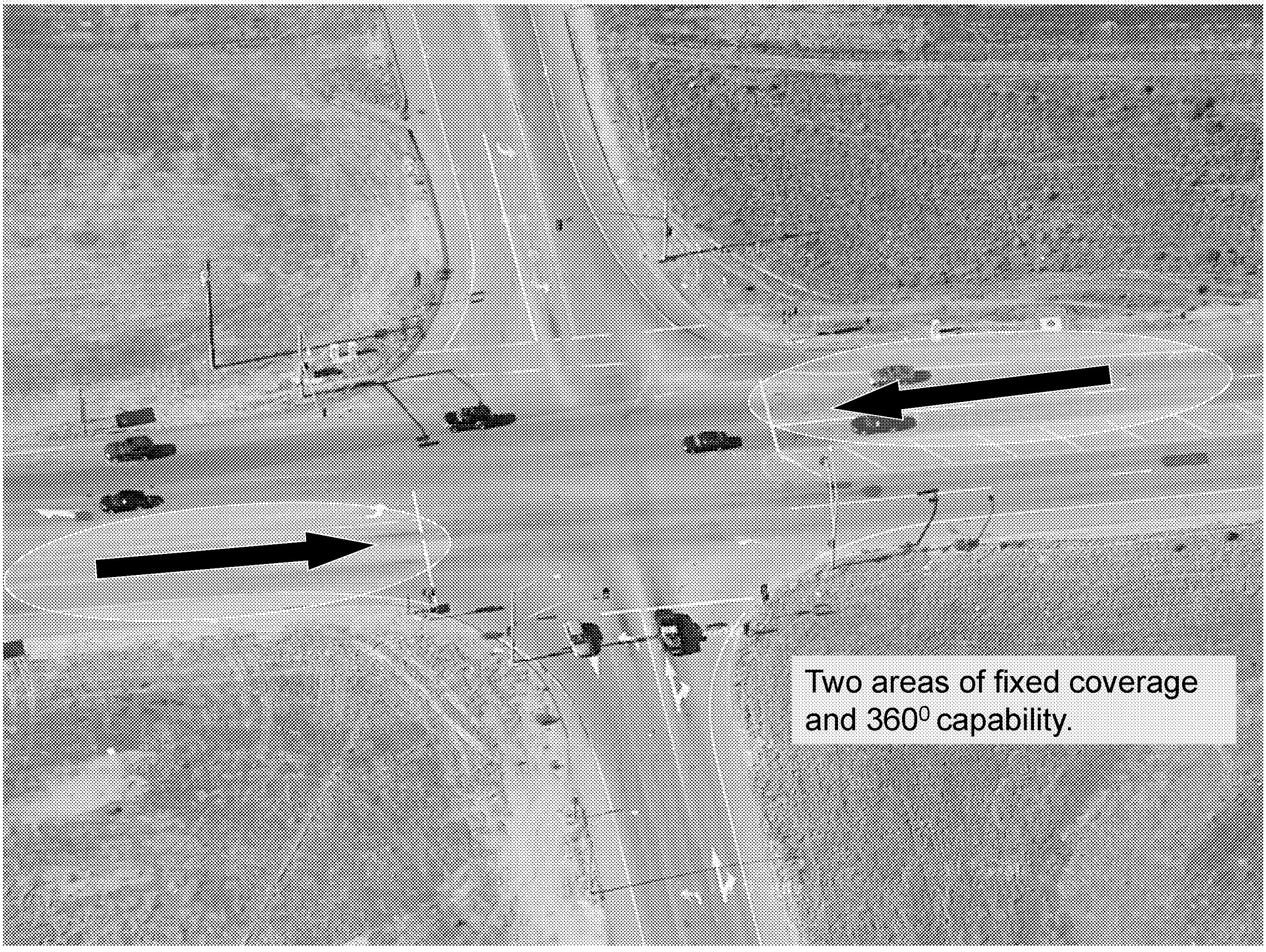

MV00173637

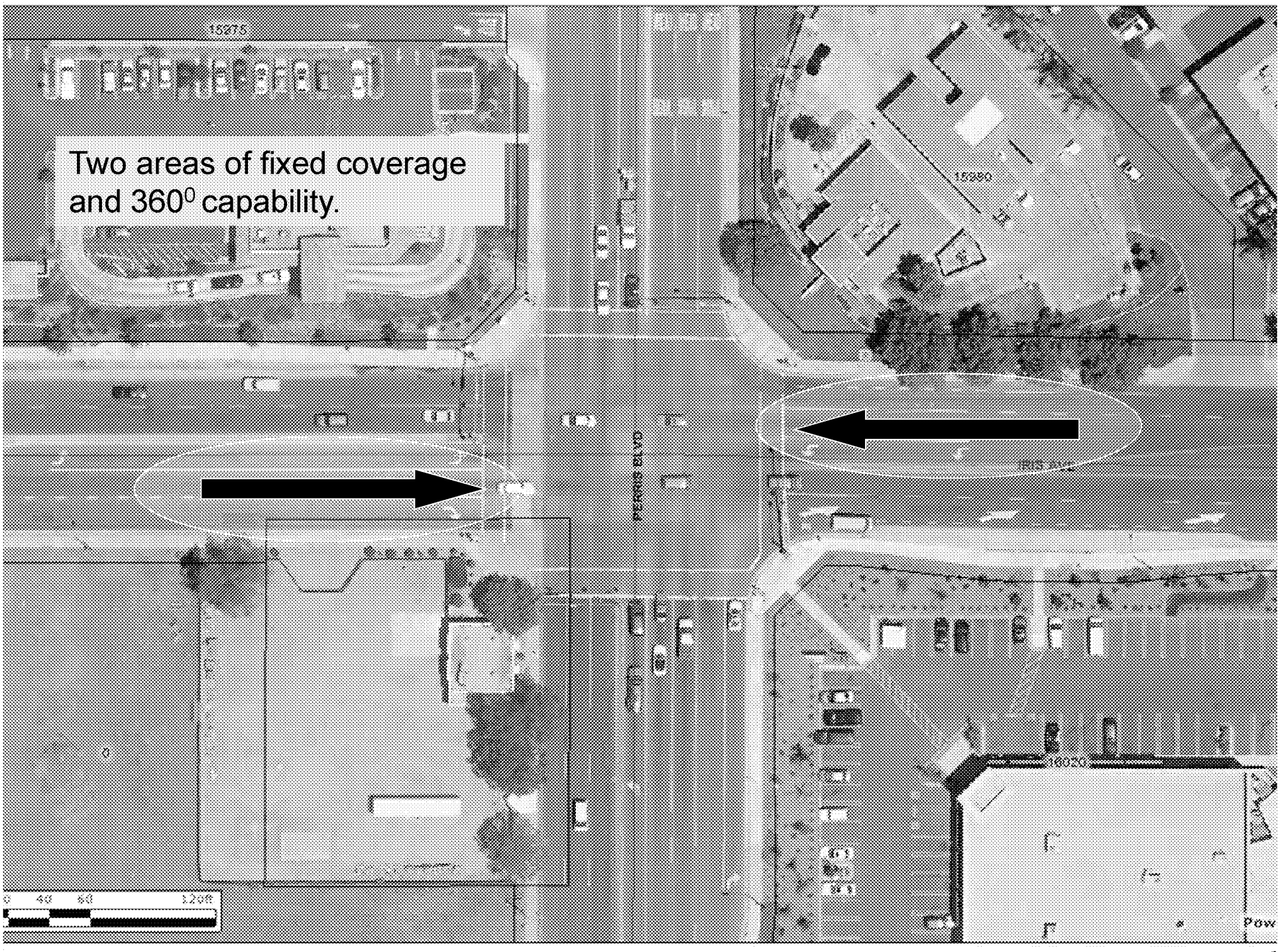
Two areas of fixed coverage and 360⁰ capability.
15275
15290
PERRIS BLVD
18020
0 40 80 120ft

MV00173638

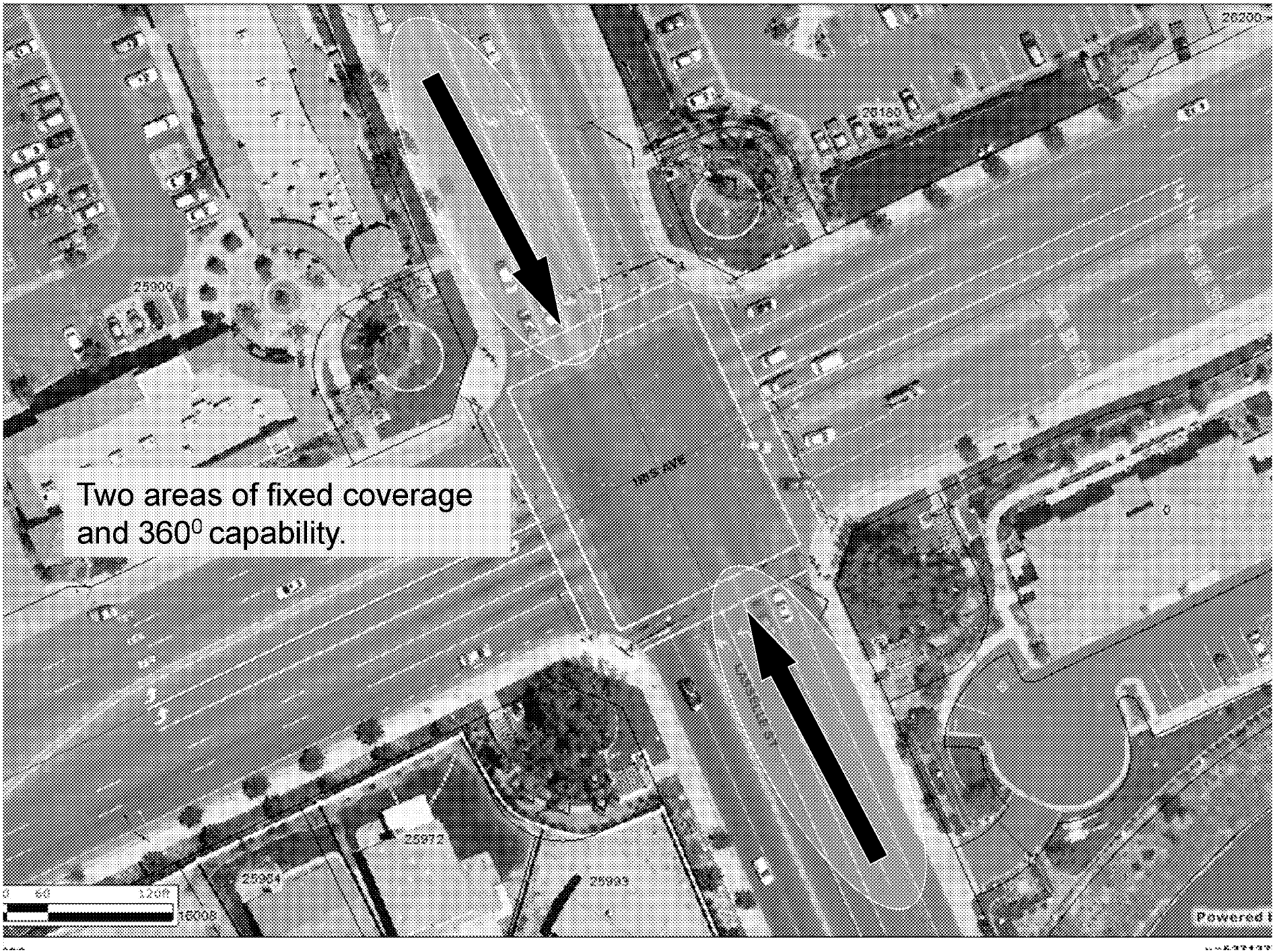
Two areas of fixed coverage and 360⁰ capability.
25900
25160
25200
25872
25884
25903
Powered

MV00173639

Two areas of fixed coverage and 360^0 capability.
LA CASA DR
VIA DEL LAGO
15430
15440
40 80 120ft

MV00173640

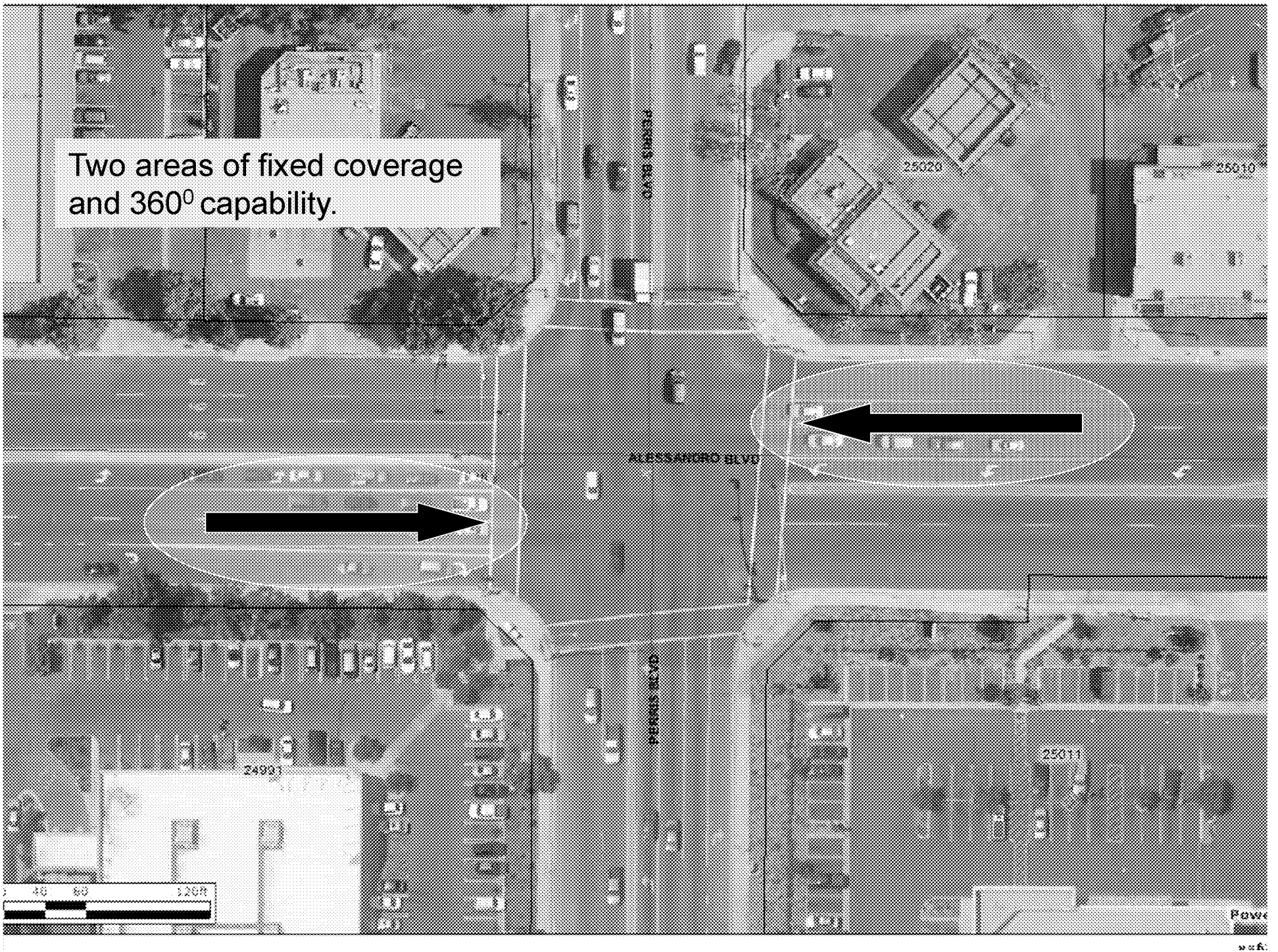
Two areas of fixed coverage and 360⁰ capability.
ALESSANDRO BLVD
PERRIS BLVD
25020
25010
25031
24931
40
80
120ft

MV00173641

Two areas of fixed coverage and 360^0 capability.
ALESSANDRO BLVD
PASEO DR
26080
26095

MV00173642

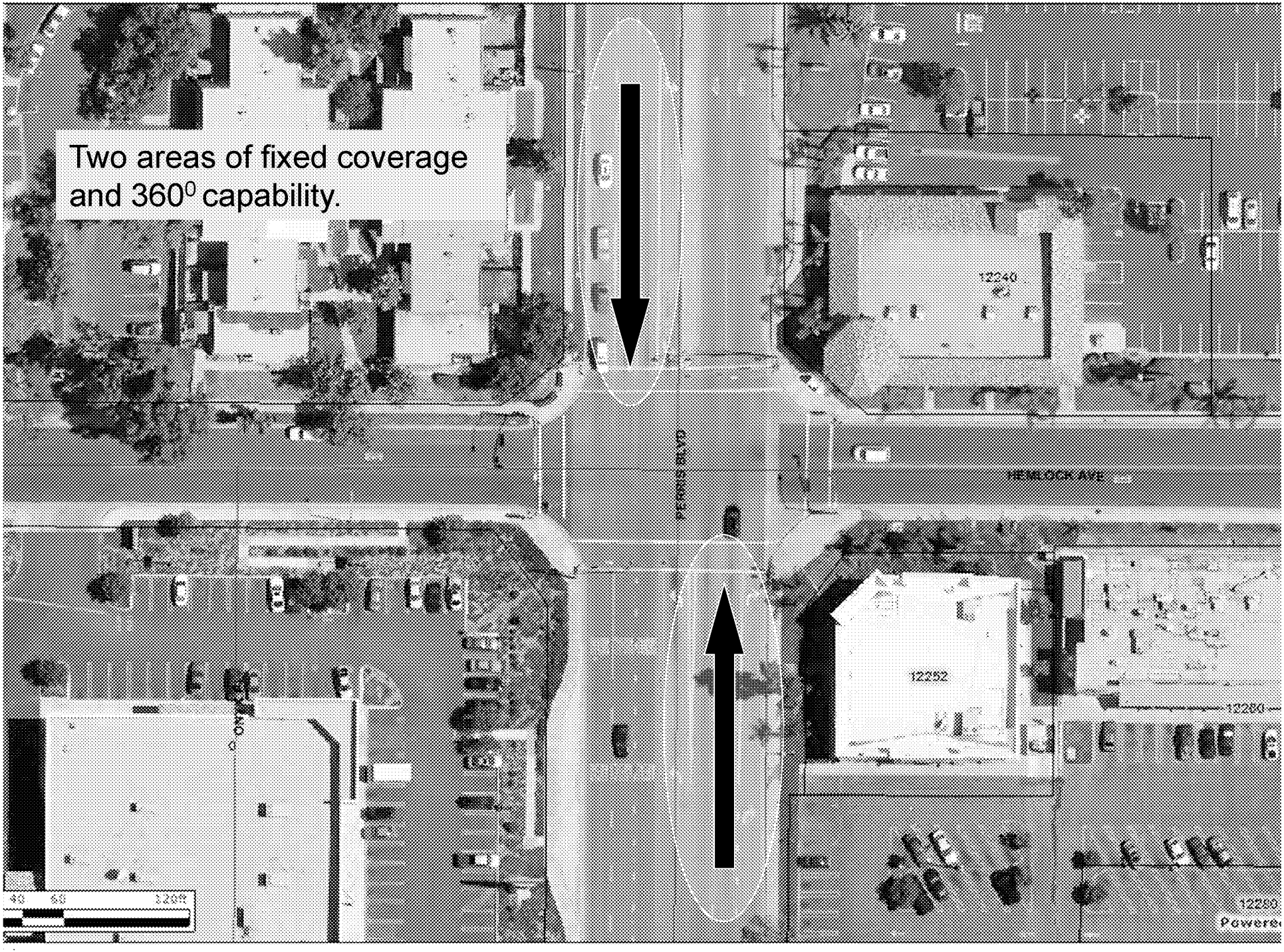
Two areas of fixed coverage and 360⁰ capability.
12240
HEMLOCK AVE
12252
12280
12290

MV00173643

MV00173644

Two areas of fixed coverage and 360⁰ capability.
JONESBOROUGH CT
CACTUS AVE
LASSEN LEAS
14473
14511
14514
14523
14526
14530
14540

MV00173645

Two areas of fixed coverage and 360^0 capability.
HWY 60 E/B On ramp.
HWY 60 E/B Off ramp.

MV00173646

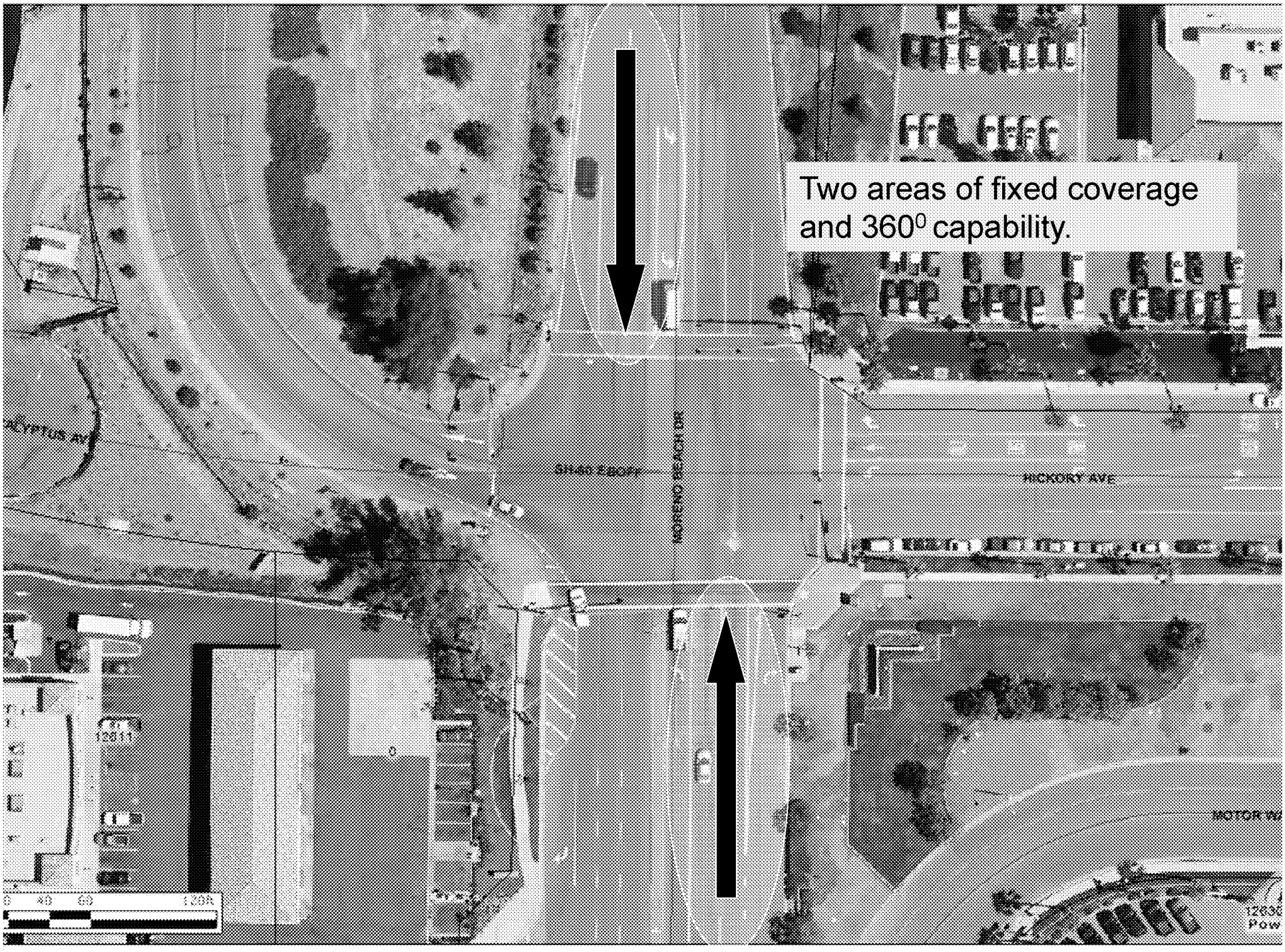
Two areas of fixed coverage and 360⁰ capability.
MORENO BEACH DR
HICKORY AVE
MOTOR WA

MV00173647

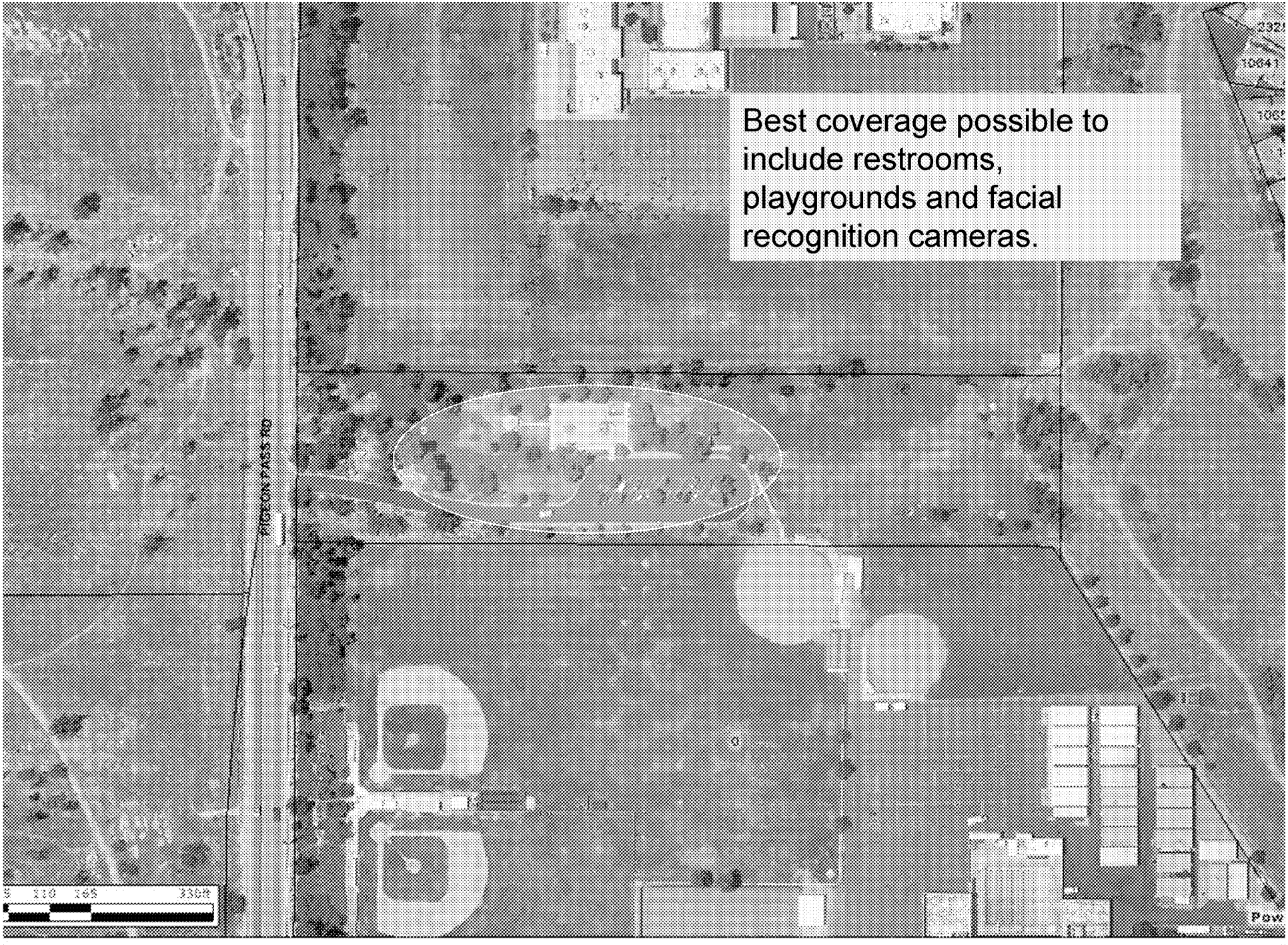
Best coverage possible to include restrooms, playgrounds and facial recognition cameras.
PIGEON PASS RD

MV00173648

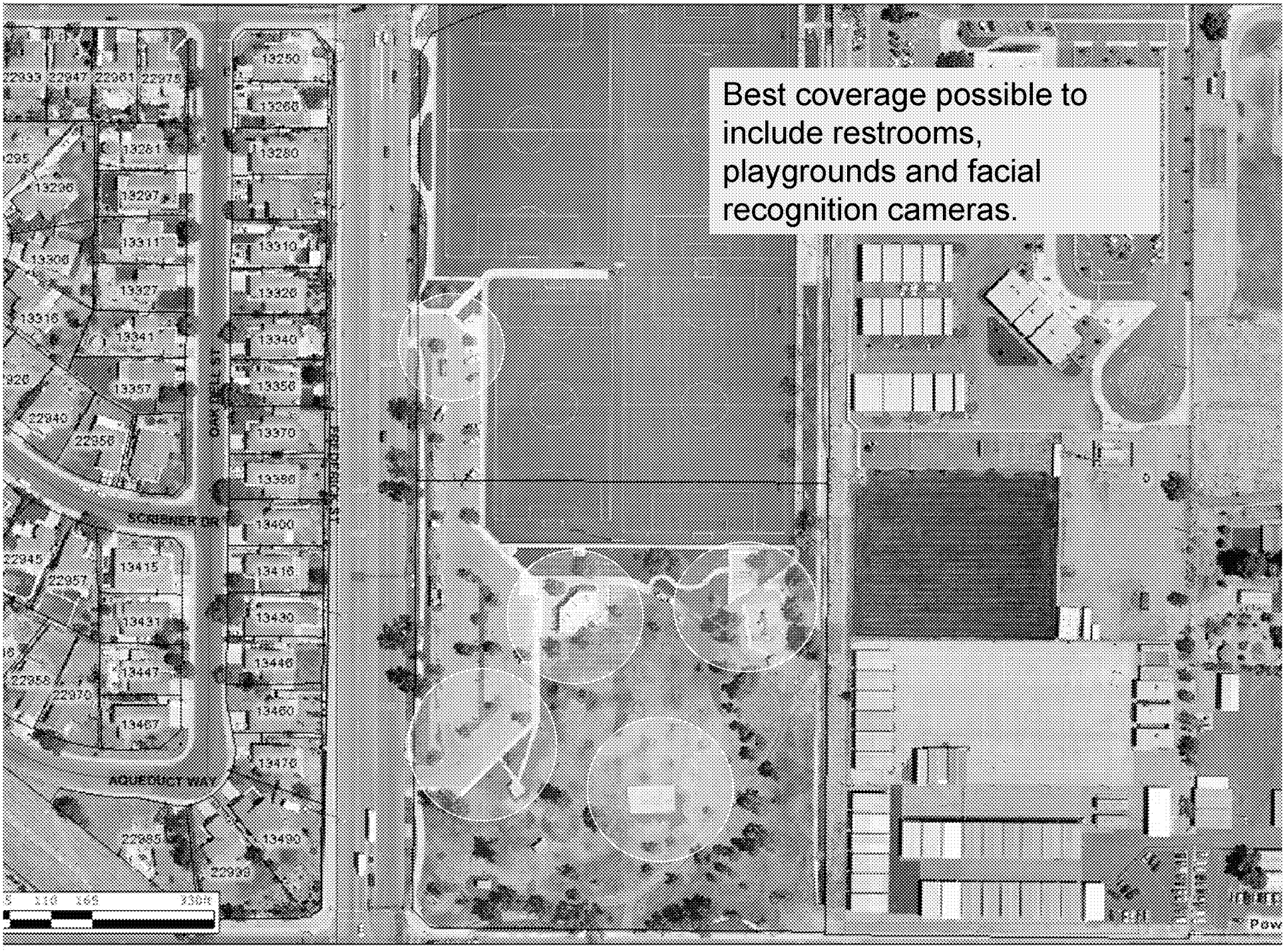
Best coverage possible to include restrooms, playgrounds and facial recognition cameras.
SCRIBNER DR
AQUEDUCT WAY

MV00173649

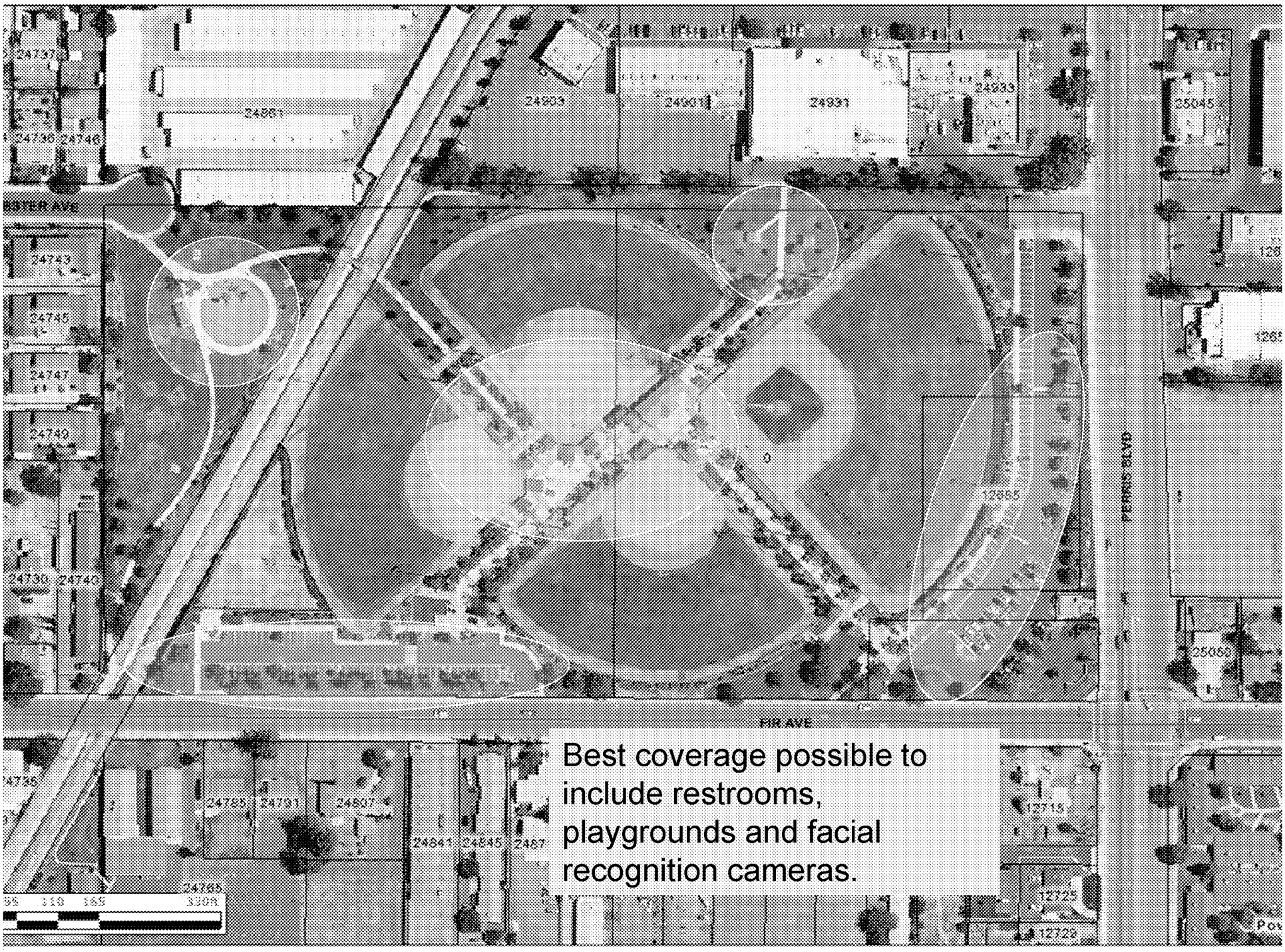
Best coverage possible to include restrooms, playgrounds and facial recognition cameras.
FIR AVE
PEARS CIRCLE

MV00173650

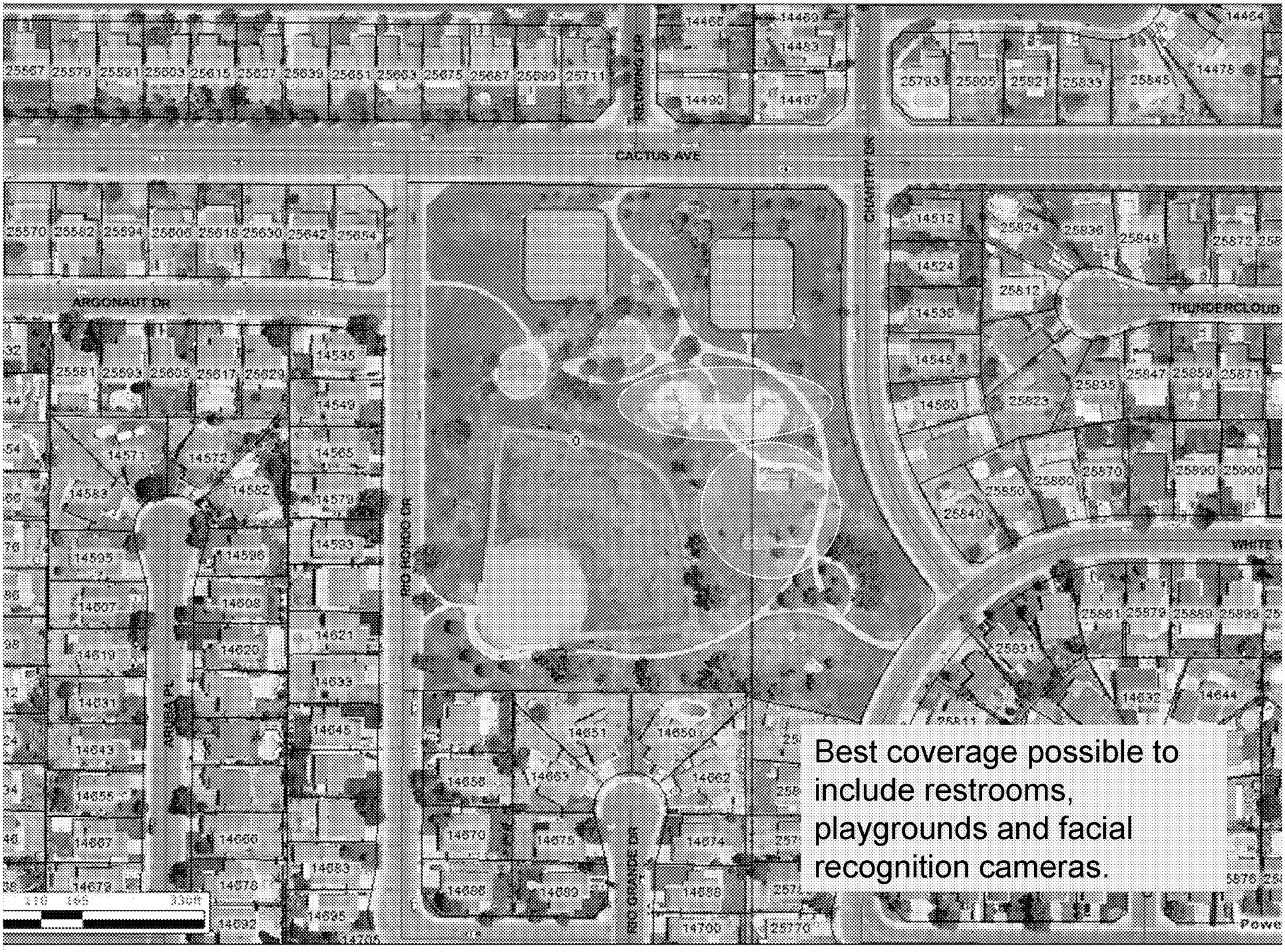
CACTUS AVE
ARGONAUT DR
THUNDERCLOUD
RIO RONDO DR
RIO GRANDE DR
CHANTRY DR
Best coverage possible to include restrooms, playgrounds and facial recognition cameras.

MV00173651

TONADILLA CIR
RANCHITA CIR
LA CORONILLA
RANCHO DEL LAGO
Best coverage possible to include restrooms, playgrounds and facial recognition cameras.

MV00173652

Best coverage possible to include restrooms, playgrounds and facial recognition cameras.

MV00173653

Phase 1a

MV00173654

Two areas of fixed coverage and 360⁰ capability.
IRONWOOD AVE
REDLANDS BLVD
26240
0 40 80 320ft
PSW

MV00173655

Two areas of fixed coverage and 360⁰ capability.
RANDINA AVE
17500
40
50

MV00173656

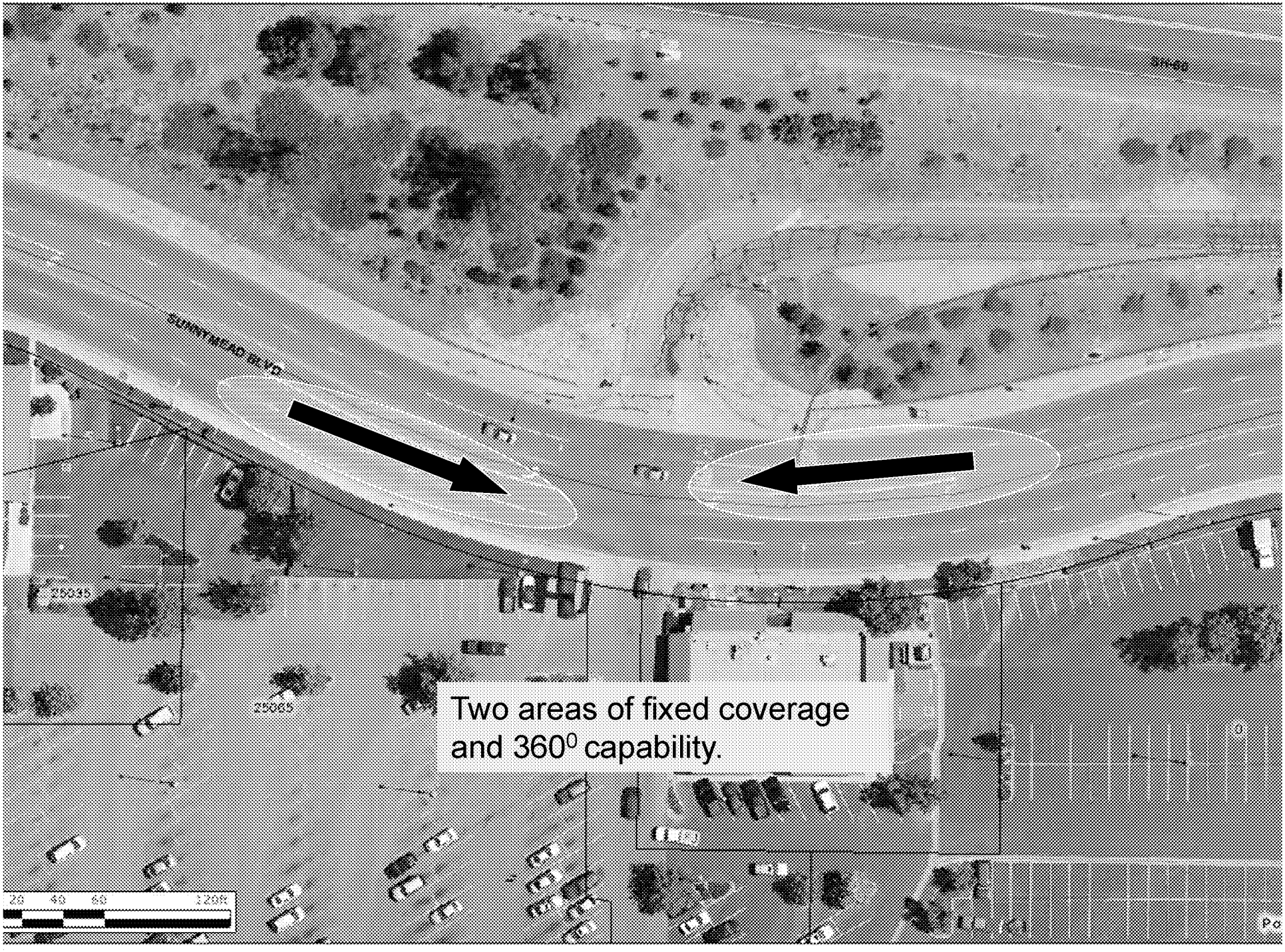
SUNNYMEAD BLVD
25045
25065
Two areas of fixed coverage and 360^0 capability.

MV00173657

Best coverage possible to include restrooms, playgrounds and facial recognition cameras.

MV00173658

Two areas of fixed coverage and 360^0 capability.
BOX SPRINGS RD
IRONWOOD AVE
21947
11991
22013
22025
22037
22049
13125

MV00173659

Phase 2

MV00173660

Two areas of fixed coverage and 360⁰ capability.
SH-60 WBON
SH-60 WBOFF
SH-60
SH-60
0 40 80 120ft

MV00173661

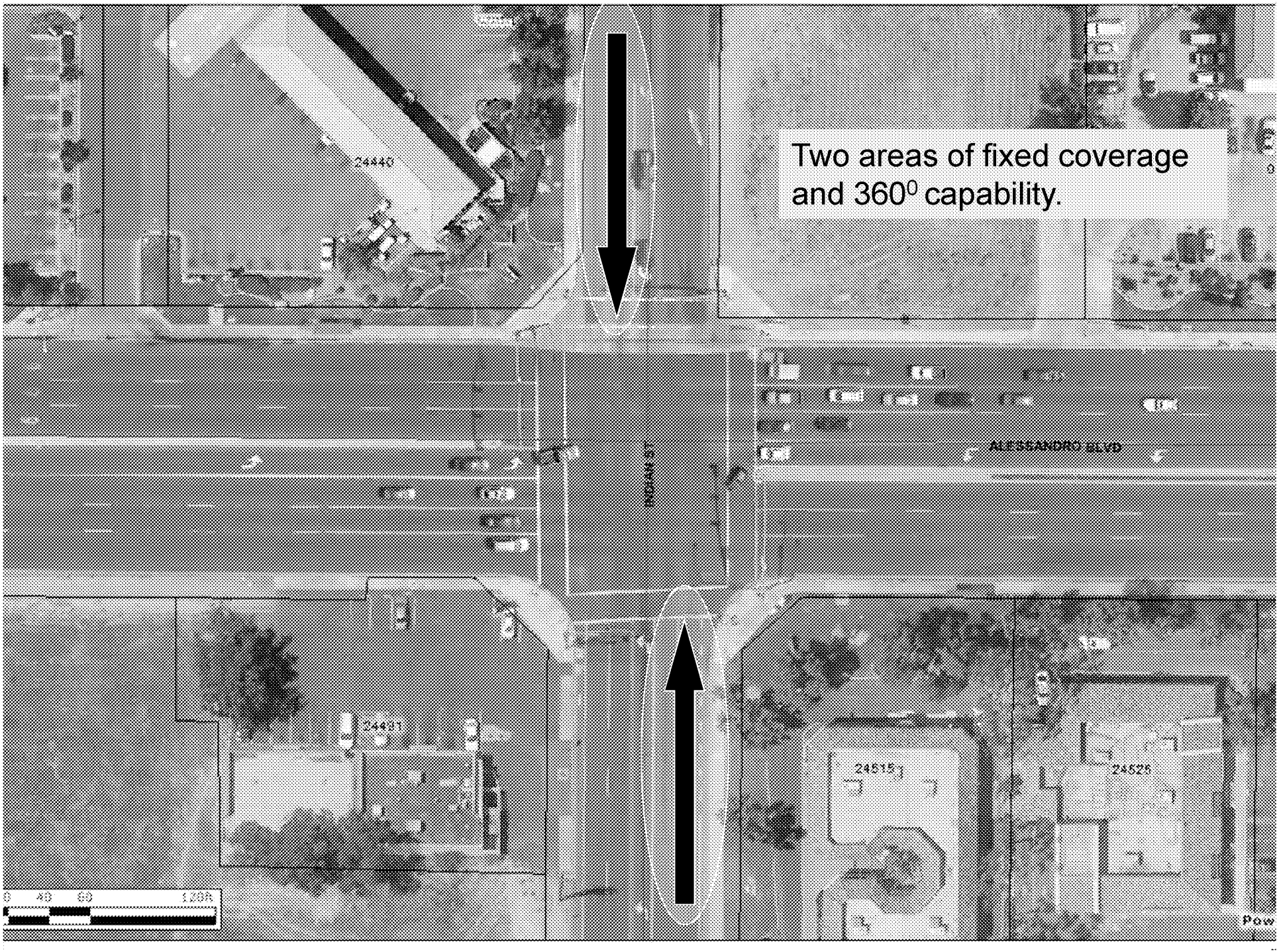
Two areas of fixed coverage and 360⁰ capability.
24440
ALESSANDRO BLVD
24491
24515
24525

MV00173662

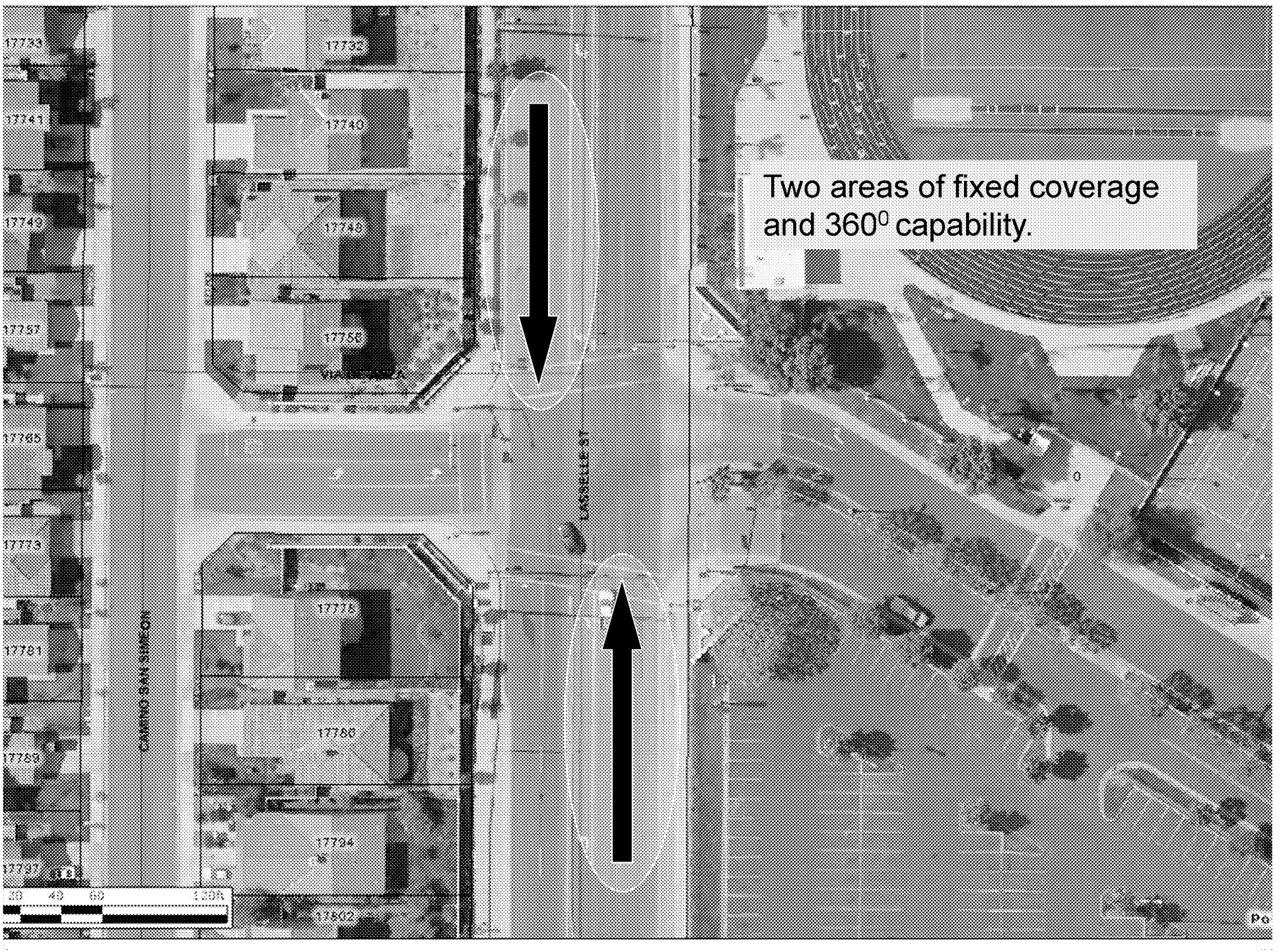
Two areas of fixed coverage and 360⁰ capability.
17733
17741
17740
17749
17757
17758
17765
17773
17775
17781
17788
17789
17794
17797
17802
LASSELLE ST
CAMINO SAN SIMEON

MV00173663

MV00173664

Two areas of fixed coverage and 360⁰ capability.
NAHUNA AVE
INDIAN ST
24415
40 80 160ft
Powered

MV00173665

Two areas of fixed coverage and 360⁰ capability.
FREDERICK ST
13475
13490
22988
22985
COTTONWOOD AVE

MV00173666

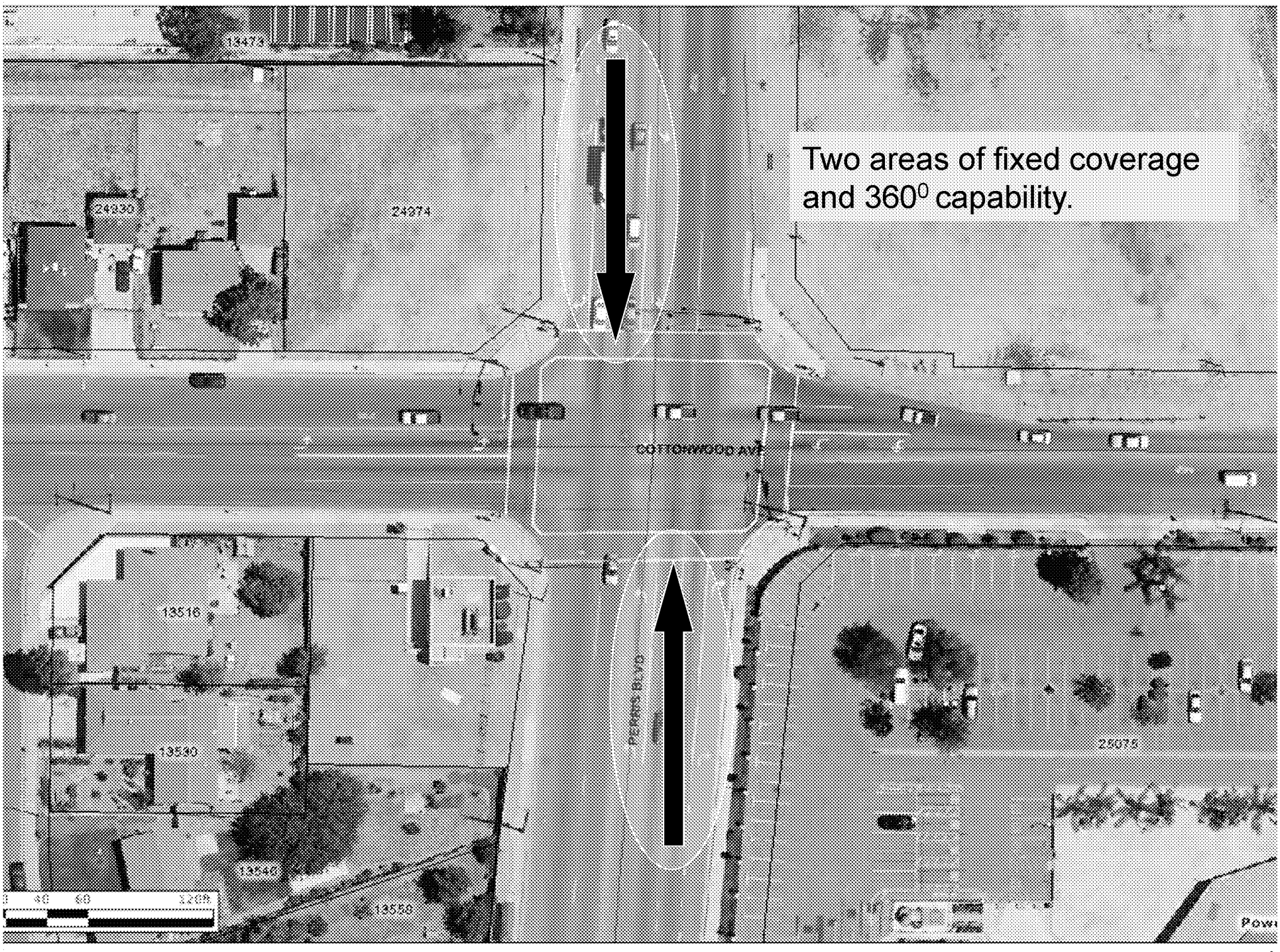
Two areas of fixed coverage and 360⁰ capability.
COTTONWOOD AVE
PERRIS BLVD
24974
13516
13540
13546
13558
25075

MV00173667

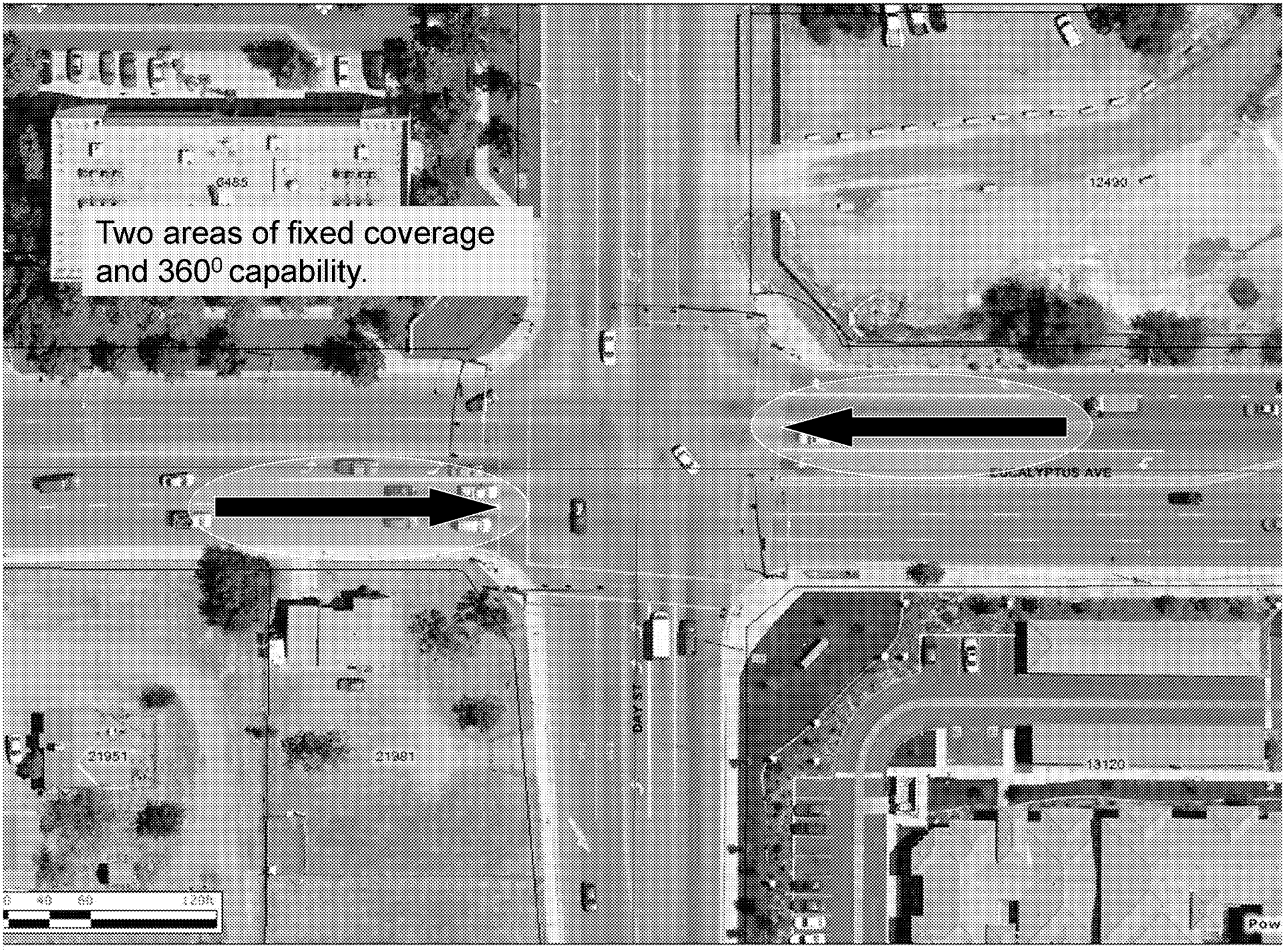
Two areas of fixed coverage and 360^0 capability.
EUCALYPTUS AVE
DAY ST
21951
21981
13120
12430
0485

MV00173668

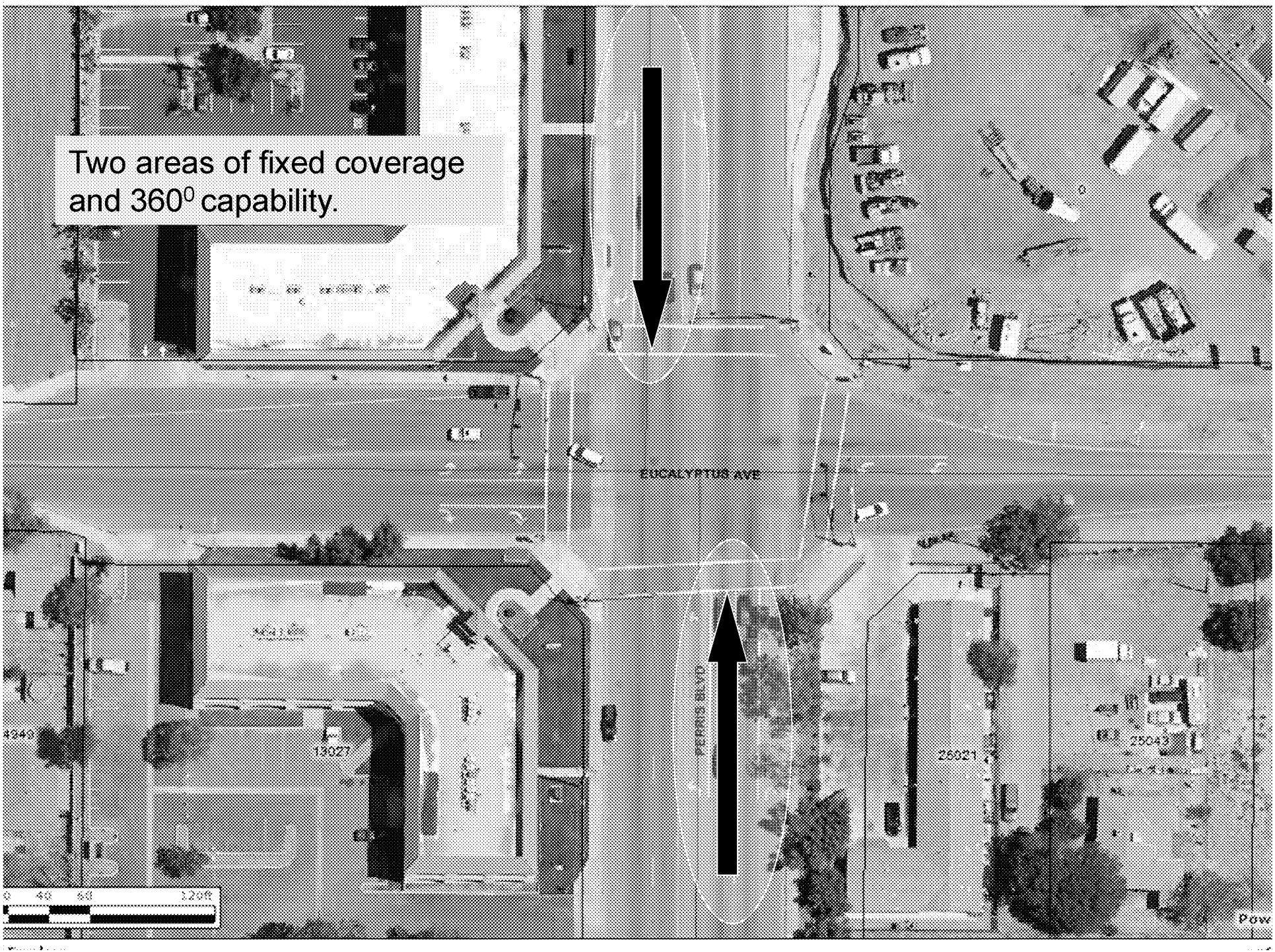
Two areas of fixed coverage and 360⁰ capability.
EUCALYPTUS AVE
PERRIS BLVD
13027
26021
25043
0 40 80 120ft

MV00173669

Two areas of fixed coverage and 360⁰ capability.
SUNNYMEAD BLVD
22920
12515
12520

MV00173670

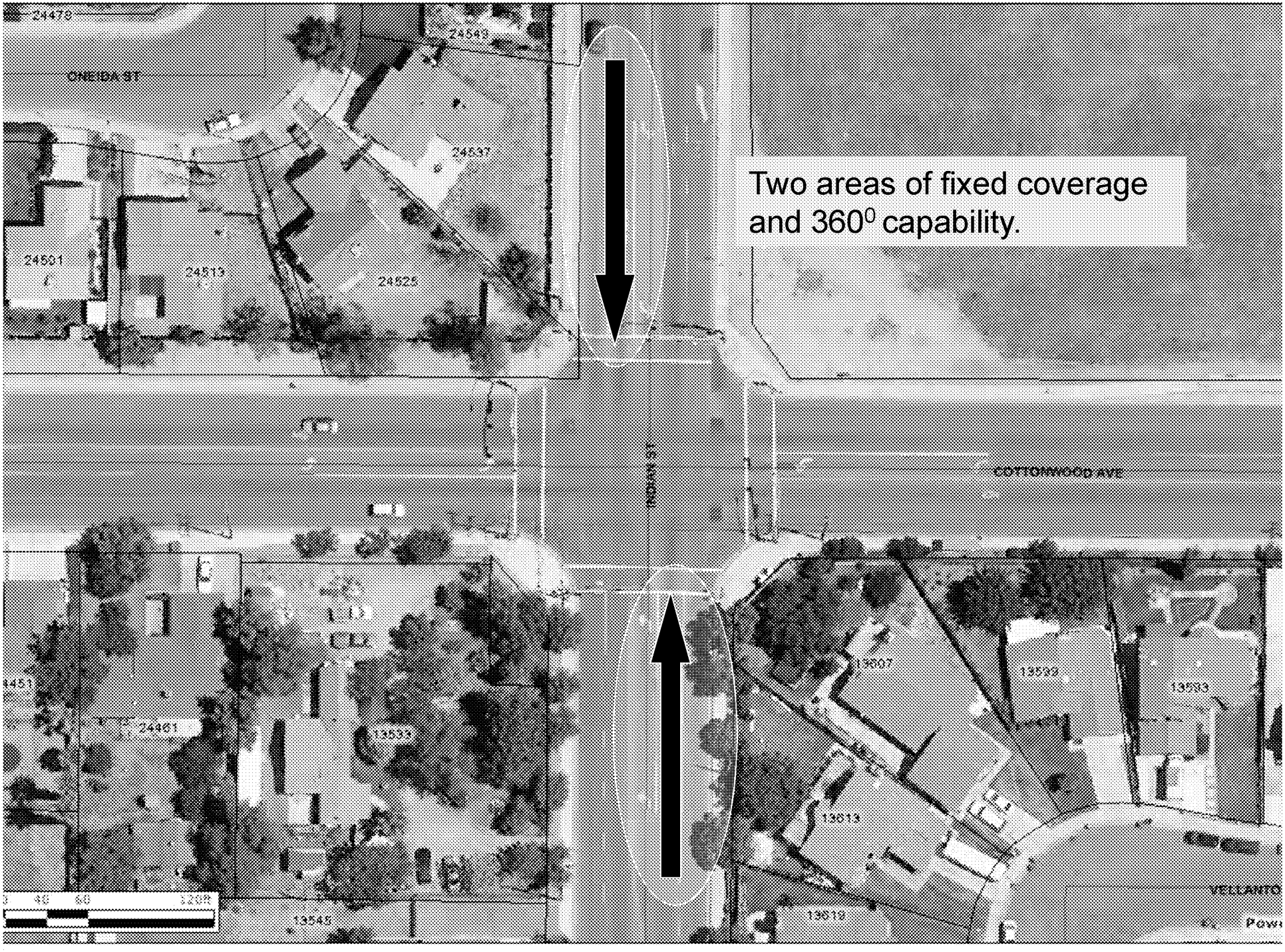
Two areas of fixed coverage and 360⁰ capability.
ONEIDA ST
COTTONWOOD AVE
INDIAN ST
VELLANTO
24478
24543
24537
24531
24513
24525
24461
13533
13545
13507
13509
13503
13513
13519

MV00173671

Two areas of fixed coverage and 360⁰ capability.
ALESSANDRO BLVD
13500
24050
24021

MV00173672

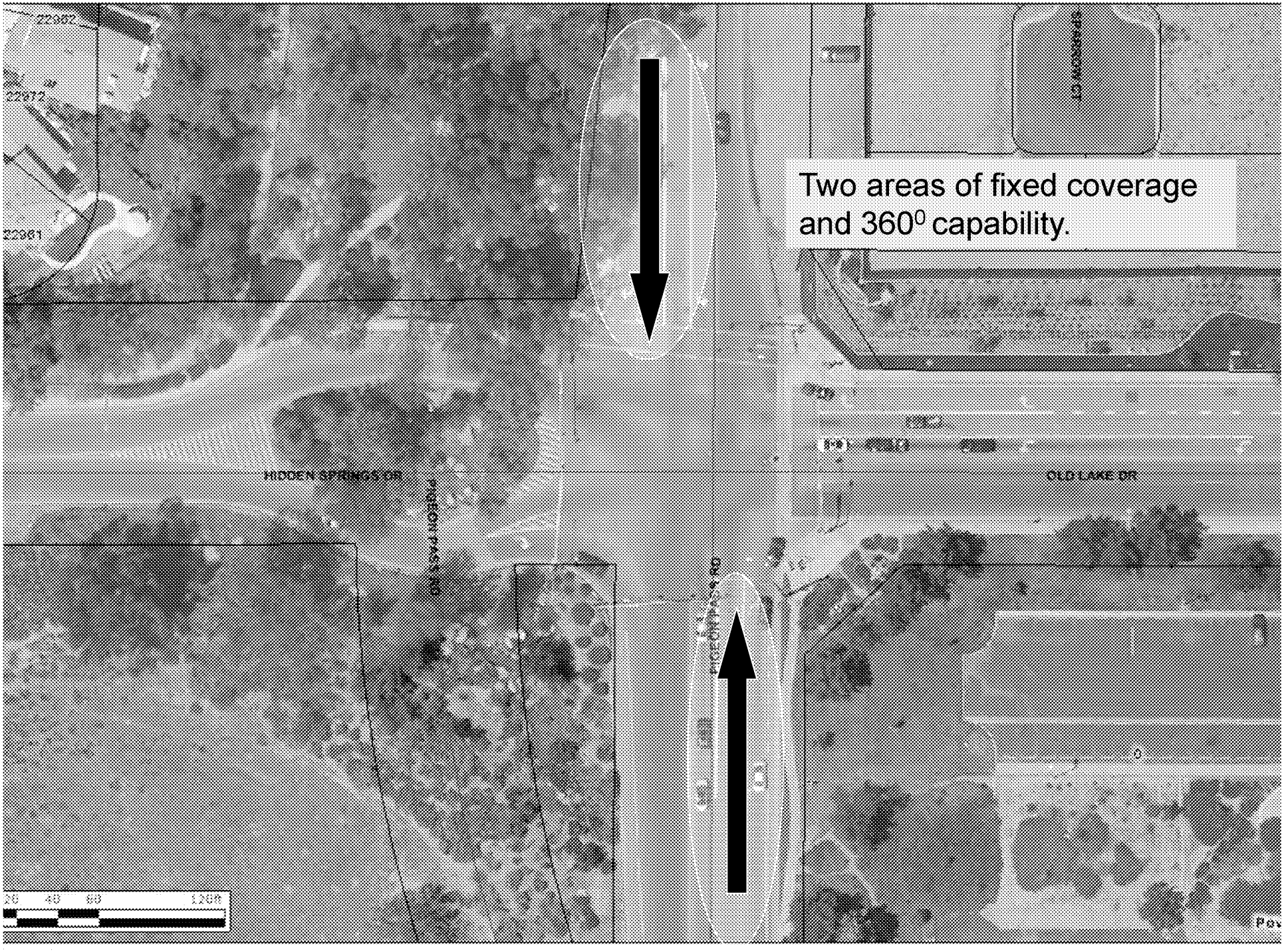
Two areas of fixed coverage and 360⁰ capability.
HIDDEN SPRINGS DR
OLD LAKE DR
PIGEON PASS RD
22362
22372
22361
40
80
1200

MV00173673

Two areas of fixed coverage and 360⁰ capability.
DRACAEA AVE
HEADOCK ST
13325
23939
23955
23971
23987
23922
23954
23970
13326
13260

MV00173674

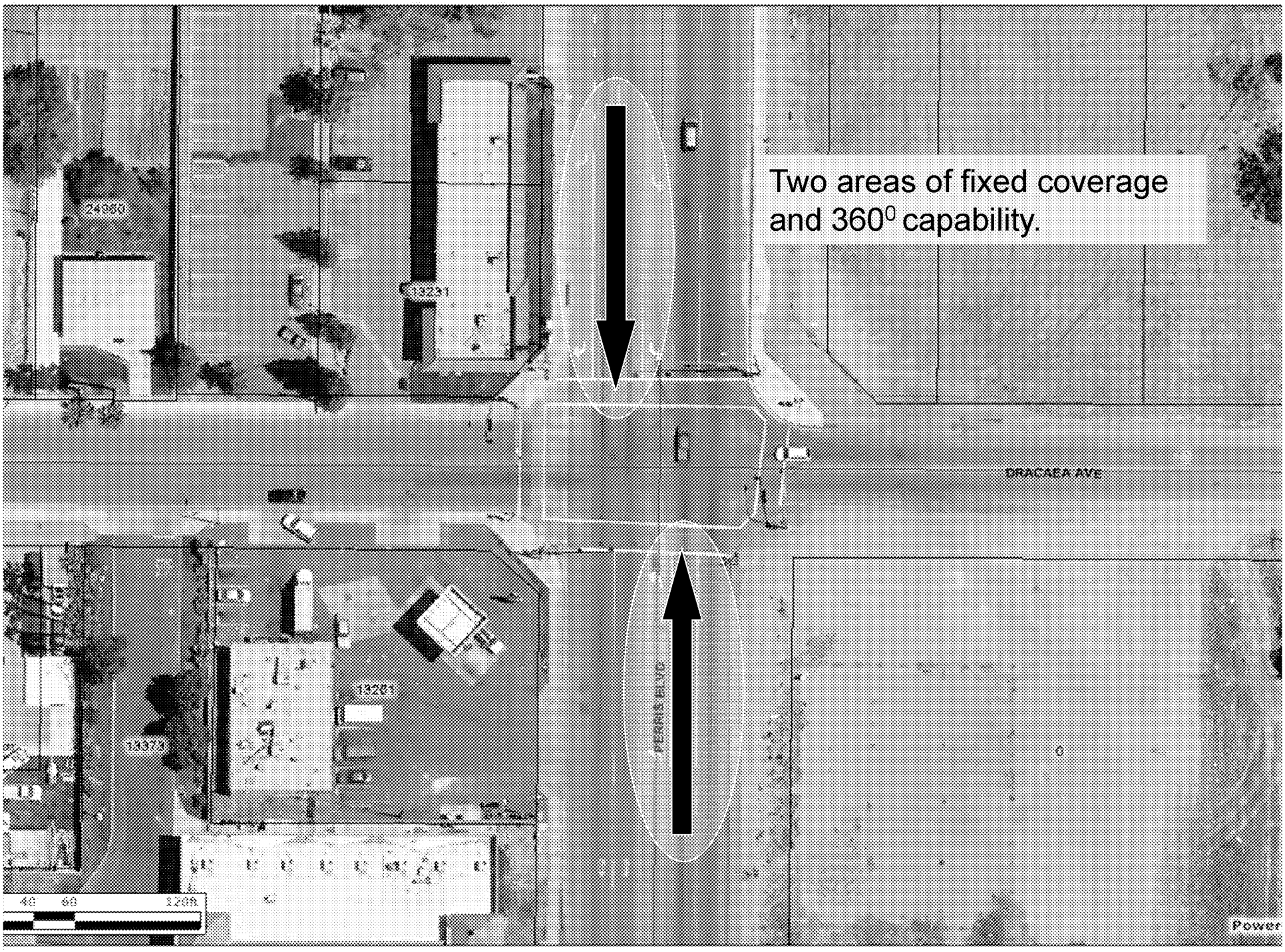
Two areas of fixed coverage and 360⁰ capability.
24350
13231
DRACAEA AVE
14281
14373
FERRIS BLVD
Power

MV00173675

CORMANDER CT
JOHN F KENNEDY DR
LASSELLE ST
Two areas of fixed coverage and 360^0 capability.

MV00173676

Two areas of fixed coverage and 360⁰ capability.
12712
12730
PIR AVE
HEACOCK ST
12815
12809

MV00173677

Two areas of fixed coverage and 360^0 capability.
13454
13477
13478
13490
21982
COTTONWOOD AVE
22015
22033
21955
13530

MV00173678

Two areas of fixed coverage and 360⁰ capability.
IRONWOOD AVE
24452
24444
24448
24464
24480
24540
24550
24551
12012
12013
12024
12025
12034
12035

MV00173679

Two areas of fixed coverage and 360^0 capability.
GRADUAR CT
PERRIS BLVD
ODESSA DR
11987
11991
25023
25033
25043
25053
12050
12054
12075
12086
12013
12023
12037
12055

MV00173680

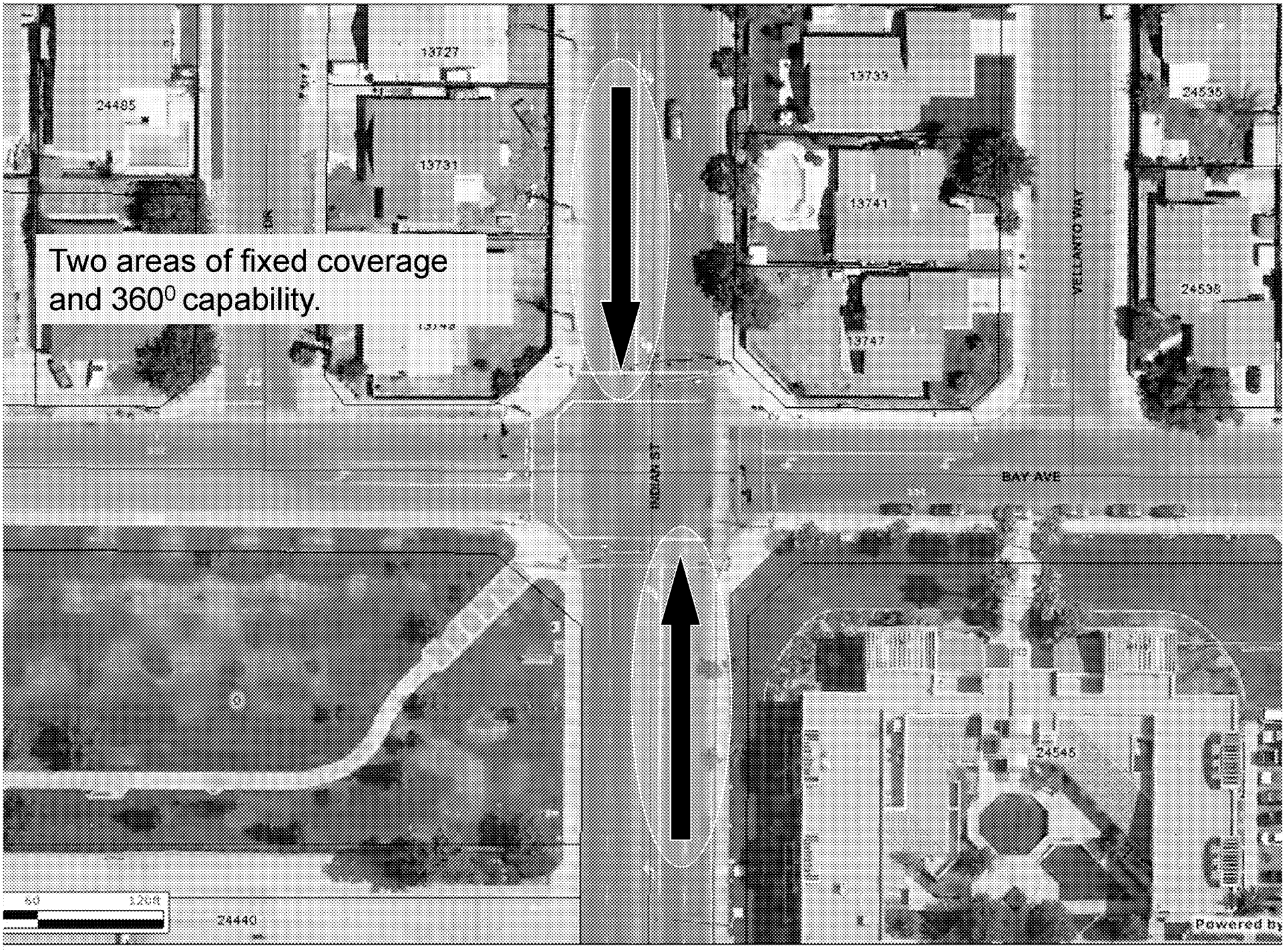
Two areas of fixed coverage and 360⁰ capability.
13727
24485
13731
13733
24535
13741
VELLANTO WAY
24538
13747
BAY AVE
24545
24440
Powered by

MV00173681

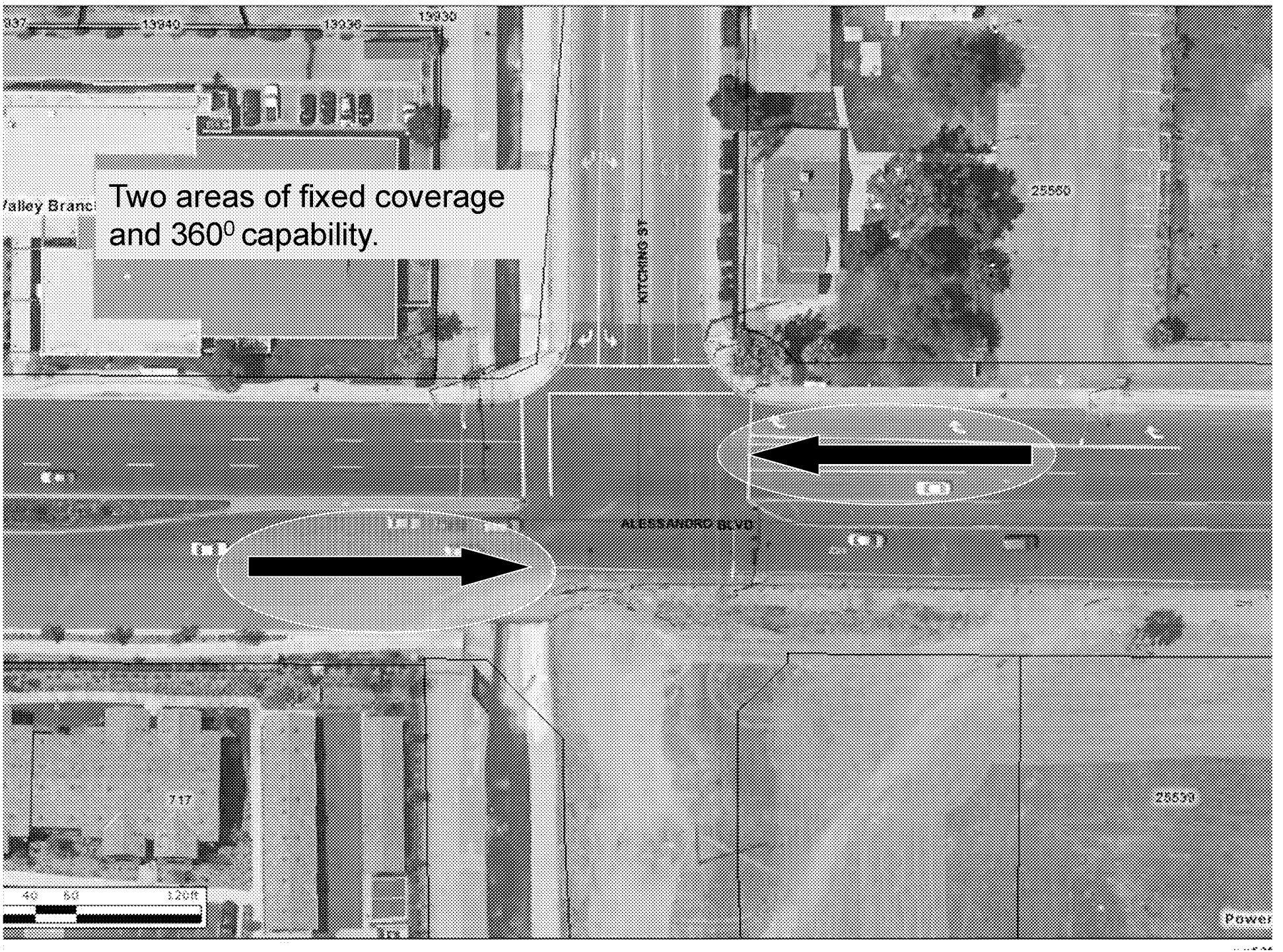
Two areas of fixed coverage and 360⁰ capability.
KITCHING ST
ALESSANDRO BLVD
25560
25530
717
40 80 120ft

MV00173682

Two areas of fixed coverage
and 360⁰ capability.
24931
24933
24901

MV00173683

CALLE ALTO
GENTIAN AVE
BRIGA ST
BELLO WAY
CARMELO ST
CAMINO FLORES
Best coverage possible to include restrooms, playgrounds and facial recognition cameras.

MV00173684

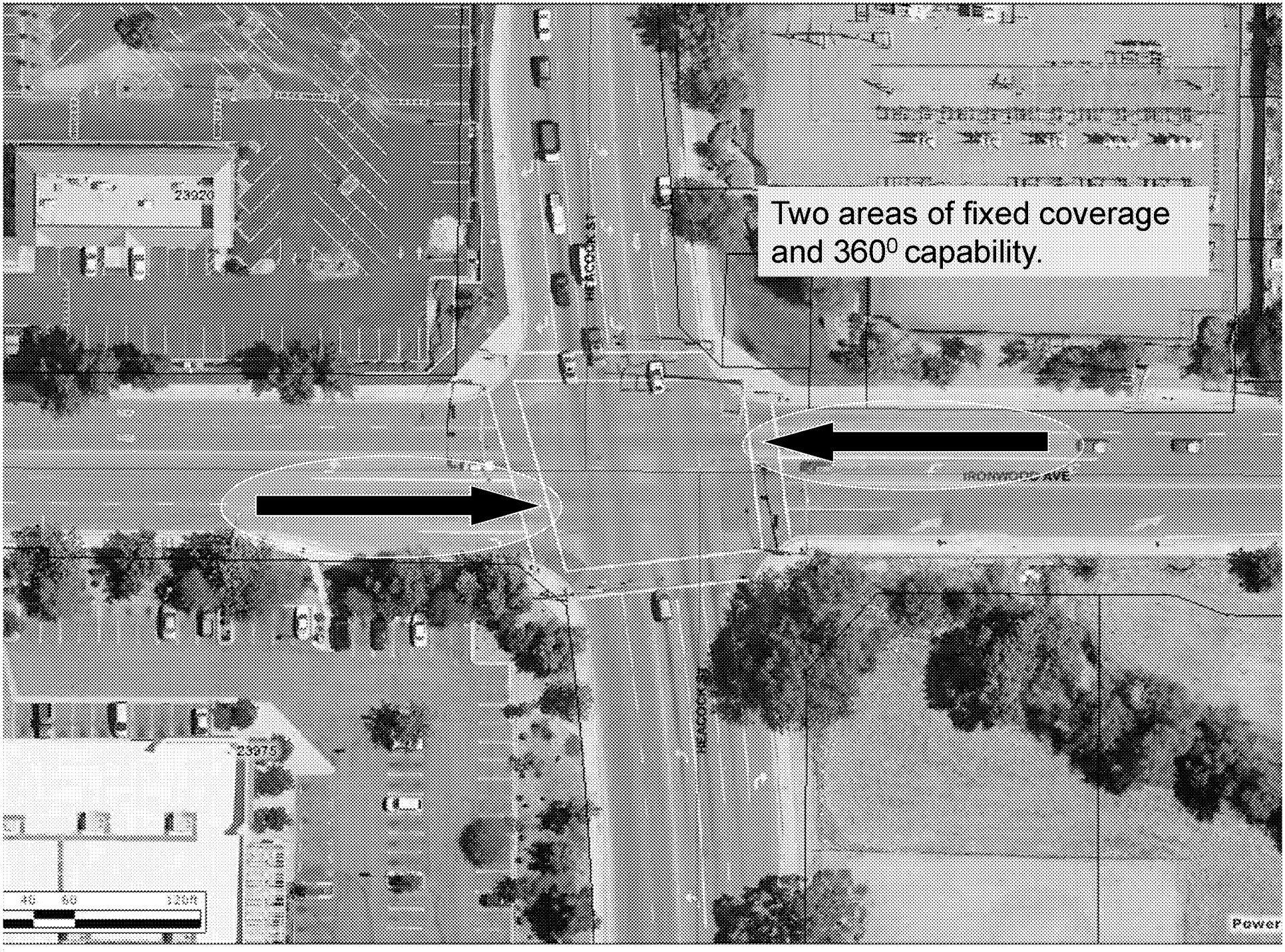
Two areas of fixed coverage and 360⁰ capability.
23920
23975
40 80 120ft
Power

MV00173685

Two areas of fixed coverage and 360⁰ capability.
MORRO BEACH DR
ALESSANDRO BLVD
Powered

MV00173686

Two areas of fixed coverage and 360^0 capability.
ALESSANDRO BLVD
PERIANDS BLVD
29022
29030
29050
29045
29040
29059
29074
29081
40
60
120ft

MV00173687

OLD LAKE DR
MEADOW LARK AVE
STONY CREEK WAY
BREEZY MEADOW DR
Two areas of fixed coverage and 360⁰ capability.

MV00173688

Later Phases

MV00173689

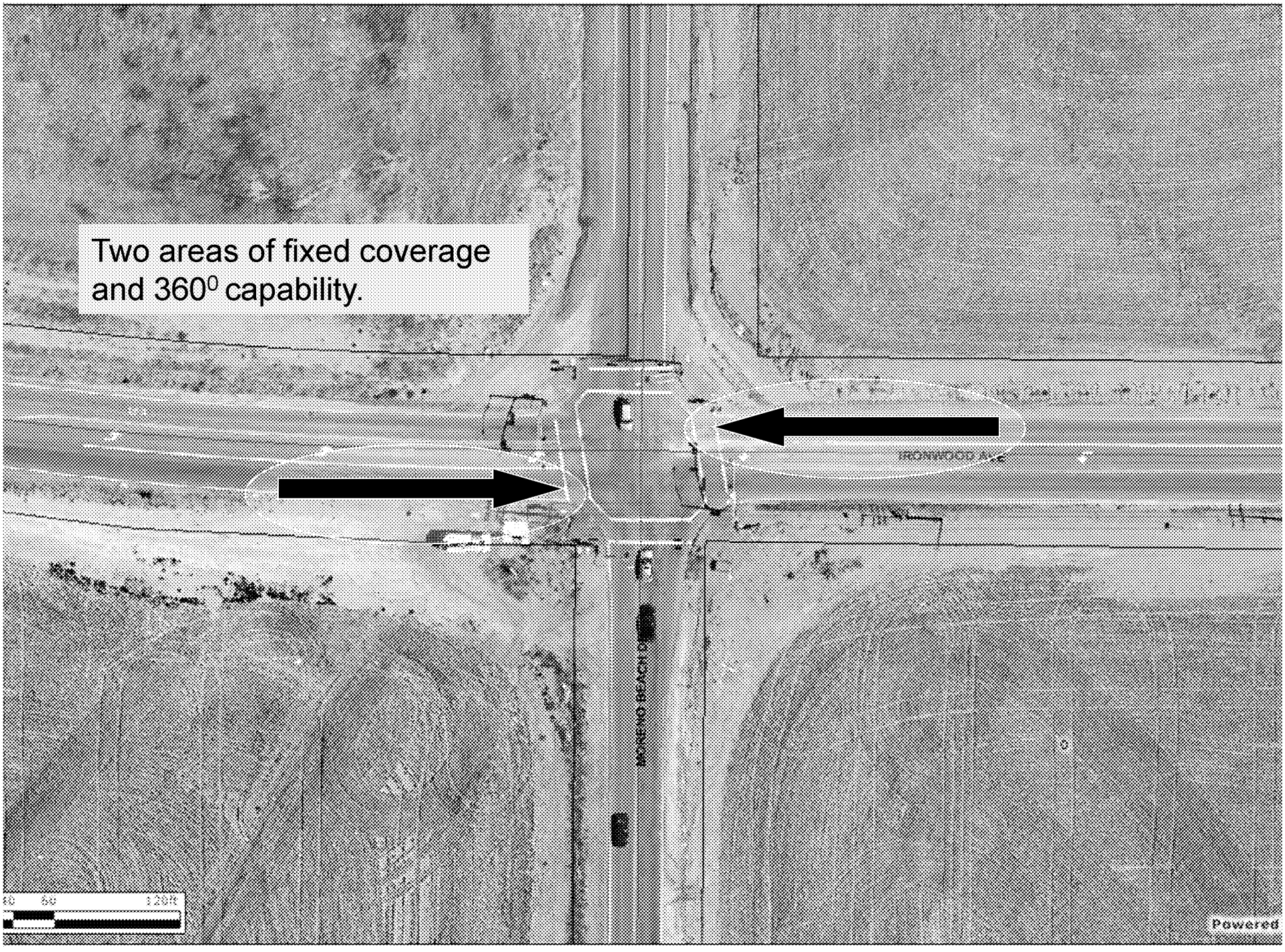
Two areas of fixed coverage and 360^0 capability.
IRONWOOD AVE
MONTEREY BEACH DR
Powered

MV00173690

MV00173691

13055
13095
13090
24530
24540
24447
24449
13135
24441
13147
13154
Two areas of fixed coverage and 360⁰ capability.

MV00173692

Two areas of fixed coverage and 360⁰ capability.
12833
12840
12837
12847
12843
24480
24490
12861
12830
24545
24421
24535
24493
24487
12832
24549
12906
12917
12909

MV00173693

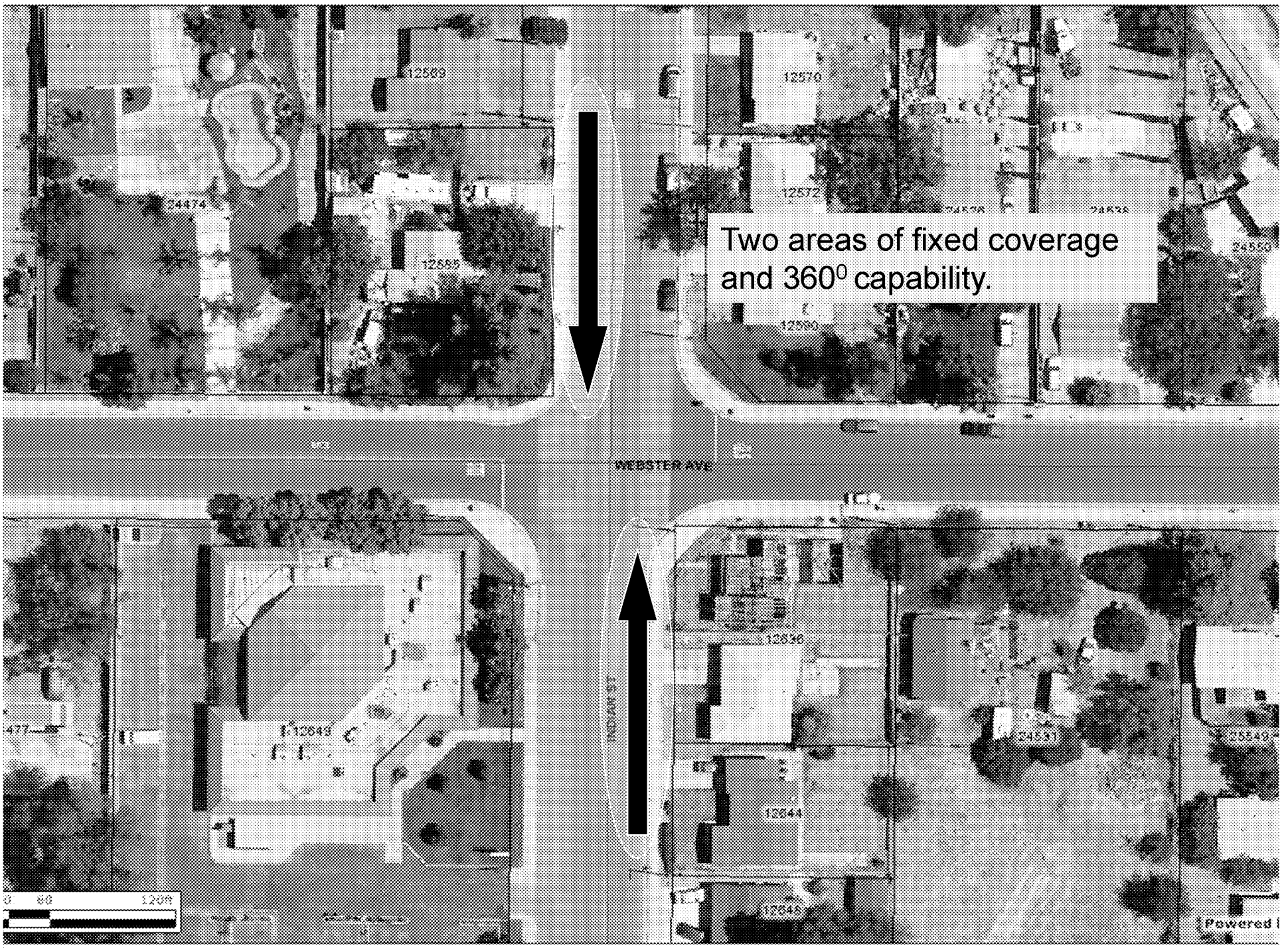
Two areas of fixed coverage and 360⁰ capability.
WEBSTER AVE
INDIAN ST
12569
12570
12572
24474
12565
12590
12649
12644
12646
24531
Powered

MV00173694

Two areas of fixed coverage and 360^0 capability.
15184
15188
15210
25946
CANFIELD AVE
MARGARET AVE
CASSELLE ST
25951
25969
25973
25993
25956
25970
15295
Powered by GeoS

MV00173695

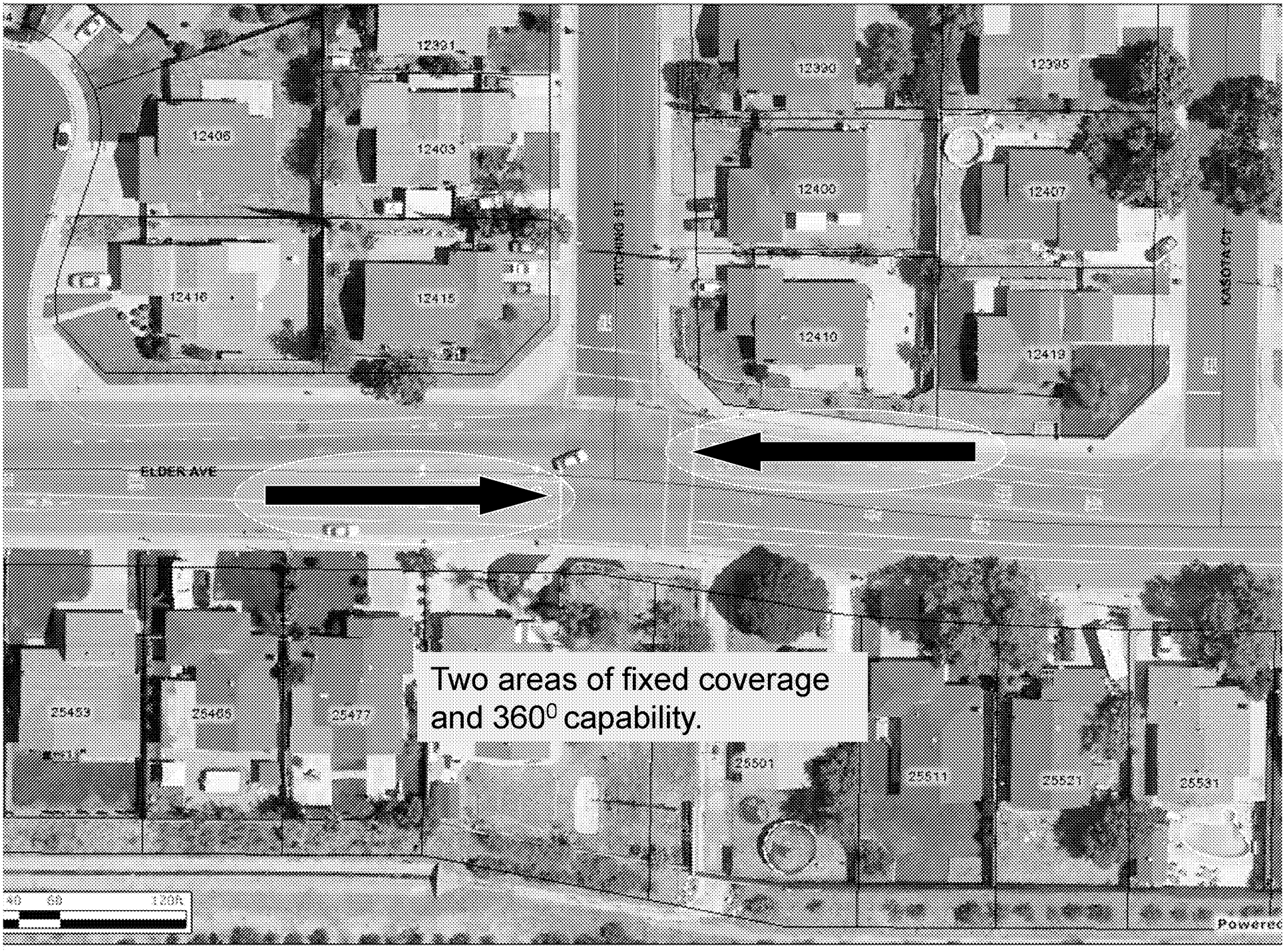

Two areas of fixed coverage and 360^0 capability.

MV00173696

11945
25450
25480
25850
25454
25466
25478
12034
12044
HAWKWOOD TRL
Two areas of fixed coverage and 360⁰ capability.

MV00173697

CACTUS AVE
Two areas of fixed coverage and 360⁰ capability.
37933
14555
Power
40
80
120ft

MV00173698

Two areas of fixed coverage and 360⁰ capability.
EUCALYPTUS AVE
12975
12969
12964
12951
13017
13022
13041

MV00173699

Two areas of fixed coverage and 360^0 capability.
27020
12759
12767
12775
12783
27042
27060
DOLOSTONE WAY
27041
27051
Powered by

MV00173700

SHADOWRIDGE LN
MESA SPRINGS WAY
MOUNTAIN VIEW RD
COUNTRY CREEK RD
PROSPECT GREEN DR
Two areas of fixed coverage and 360⁰ capability.

MV00173701

Two areas of fixed coverage and 360^0 capability.
PIGEON PASS RD
HIDDEN SPRINGS DR
3431
22826
3502
22886
3516
22878
3530
22886

MV00173702

THEODORE ST
SHED
SHED
Two areas of fixed coverage and 360^0 capability.

MV00173703

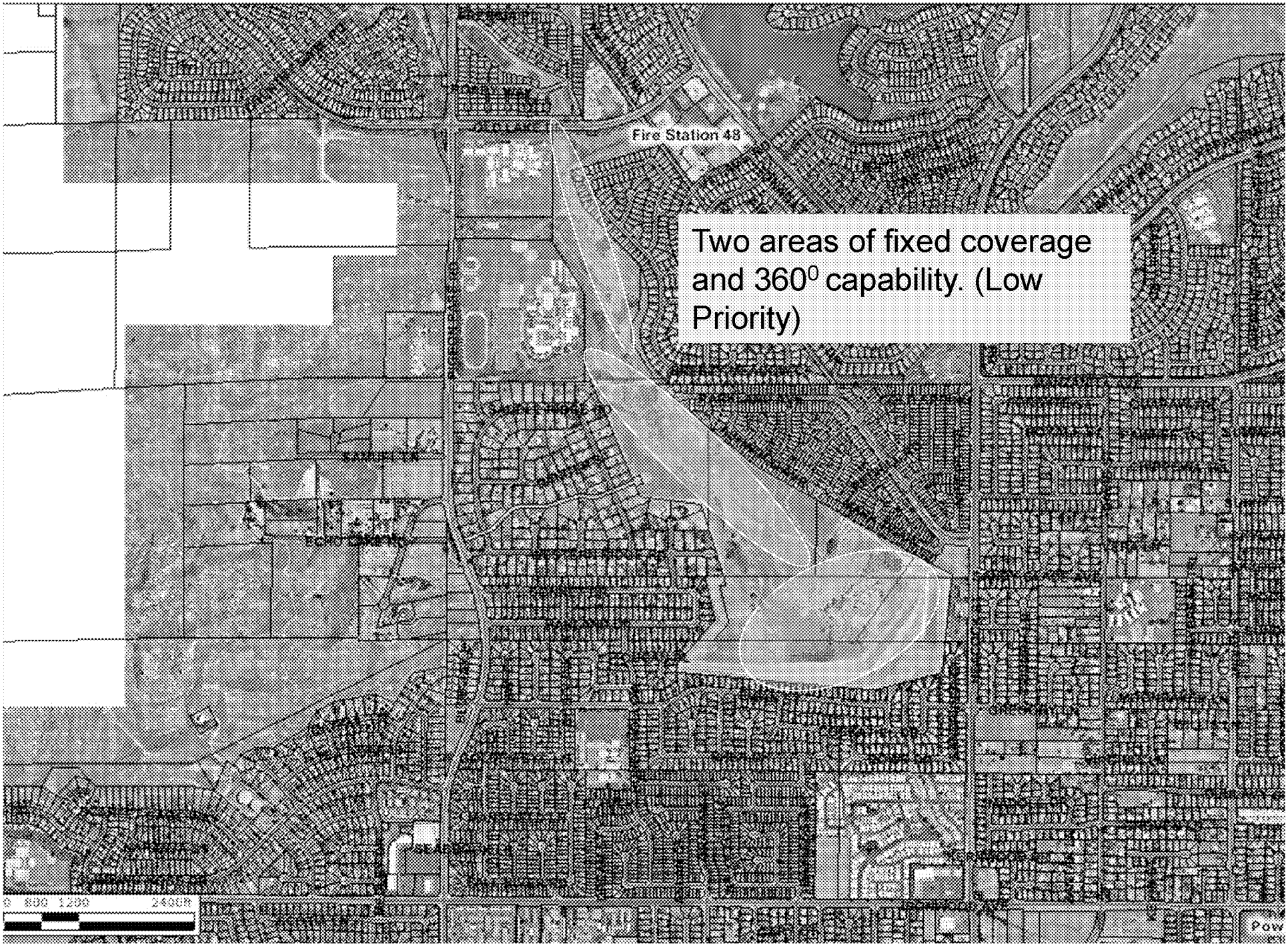
Fire Station 48
Two areas of fixed coverage and 360⁰ capability. (Low Priority)
0 800 1200 2400ft

MV00173704

FILAREE
Two areas of fixed coverage and 360^0 capability.
GENTIAN

MV00173705

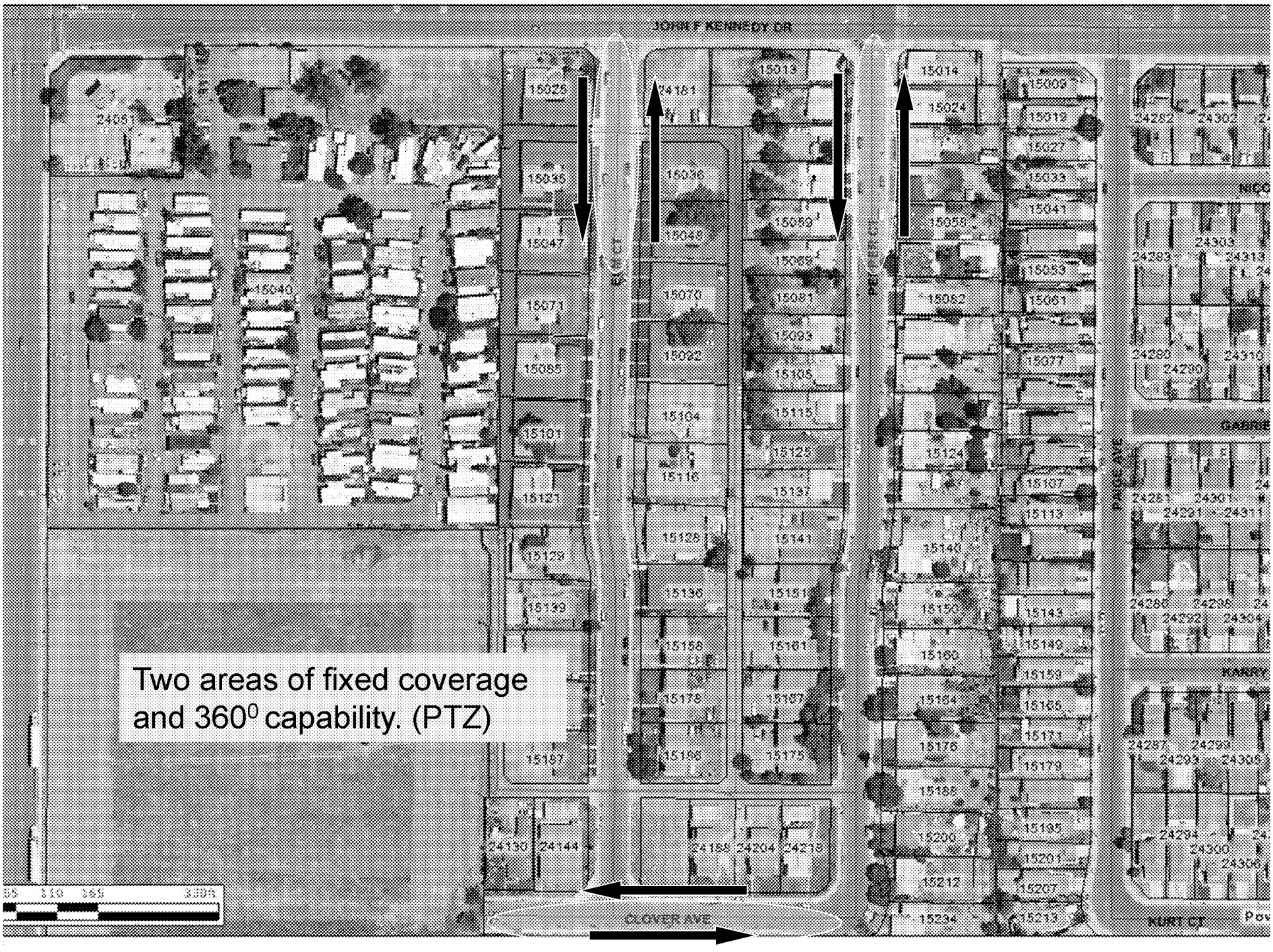
JOHN F KENNEDY DR
CLOVER AVE
KURT CT
KARRY
Two areas of fixed coverage and 360^0 capability. (PTZ)

MV00173706

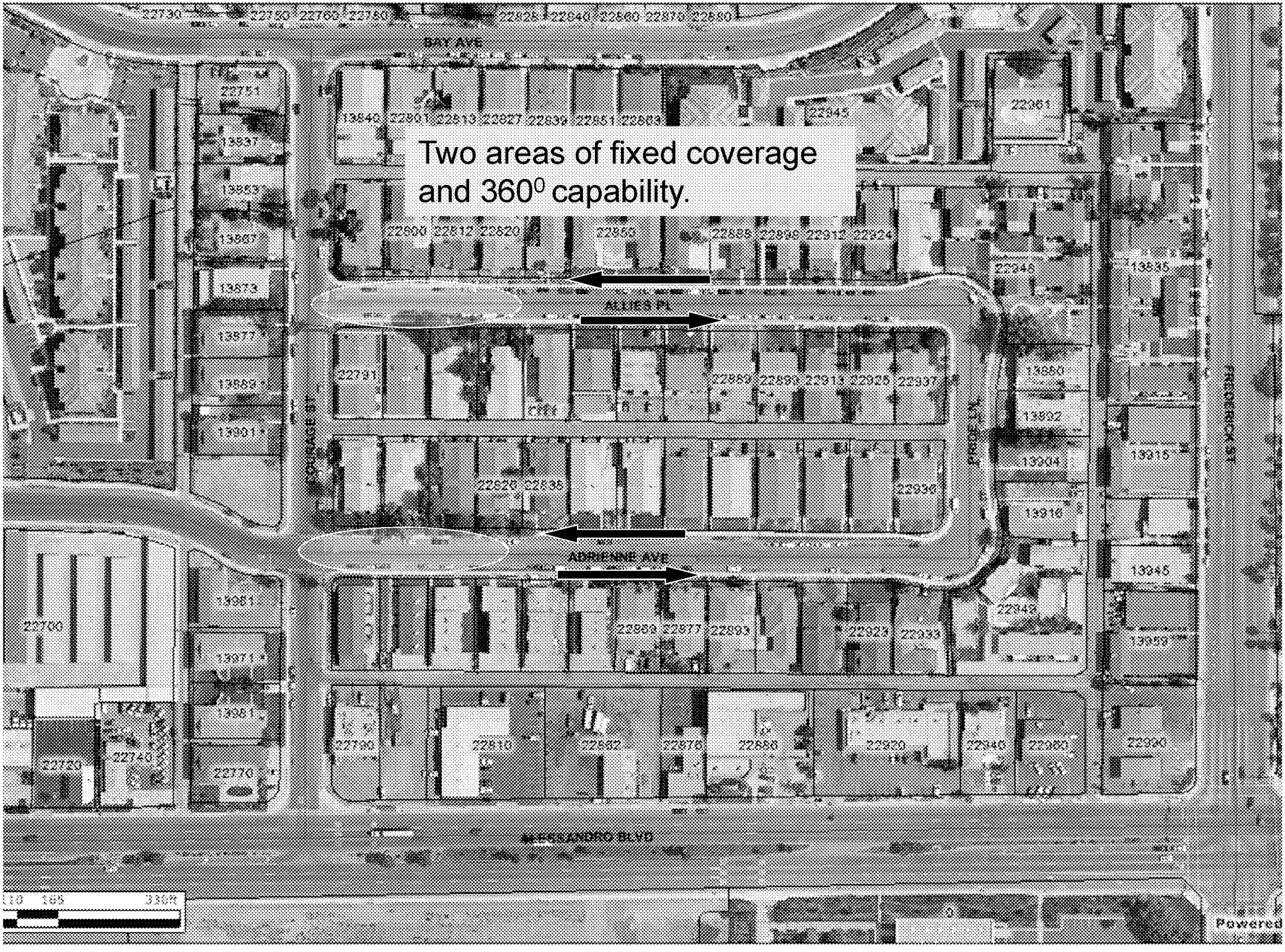
Two areas of fixed coverage and 360⁰ capability.
BAY AVE
ALIRA PL
ADRIENNE AVE
ALESSANDRO BLVD
Powered

MV00173707

Pre-Bid Meeting – PD Camera Project
4/11/12 1-2:10pm

Notes while the City addressed the agenda items.

Introductions: Lt. Cheryl Evans, Sgt. John Del Valle, Tom Tucker (Project Manager, City Consultant), Steve Hargis (City Technology Manager); an additional, non-City resource will be used to help evaluate the proposals deemed to be finalists

Purpose, Scope & Vision of this Project

May not be a typical RFP – less specific, perhaps ambiguous; lots of freedom to propose your strengths; NOT an RFQ but a true RFP

City expects to spend its entire project budget so price is not the predominant factor here

Integration: Traffic (Kimley-Horn & Associates KITS) – Facilities (City Hall, EOC, Annex, utility substation) – PD Building

Public Transparency: Community viewing room for live feeds; ongoing discussion about how this will be achieved: extension of monitoring room or w/ viewing software or mirror of monitoring room

Smarter Policing: Only sending Officers when/where they are needed – e.g. Speakers at park locations, view dispatches of lots of officers before dispatching

Funding – Public Funds from PD savings in previous FYs, already budgeted and authorized to be spent across FYs

Approach to RFP development

Address all ideas, conflicts, etc. in RFP

Evaluation Criteria: 1A – We don't expect anyone to meet all requirements; looking for the best fit for our needs and best value (e.g. 100% wireless coverage in City is not possible; so propose a design and coverage; lots of freedom)

1C – Looking for ability to see details of what camera is looking at; don't want a picture of a dark sedan; do want a picture of a green, Ford Taurus, w/ 2 people in the front seats

3A – An SDK or exposed APIs is needed: If vendor has to perform the integration to preserve warranties – say so

3C – We are looking for some headroom/capacity for growth & inexpensive growth; Goal is to have infrastructure built and only add cameras

4 – Want recommendations of storage capacity and video storage parameters (fps, resolution, etc.); 12 months at PD; otherwise 1 month; space to temporarily store video that is set aside; Storage mgmt. should be easy – Know HP EVA SAN tools but we don't expect the exact same solution in the proposal

5C – Quality over speed but City is expecting results quickly. Suggest schedule proposes completing a small section to score a fast win (crime recorded, solved, or thwarted; open Community viewing room) and then build out from there

Timeline

E-mail Purchasing Division for electronic copies of addendums; otherwise, posted on website; Questions taken until April 26 so that we have time to formulate and disseminate answers

June 26 is last chance to award the contract b/f the City Council goes dark/goes on recess until August

Miscellaneous

Site access will be available to finalists only

Reducing City risk: Faithful Performance Bond vs Payment schedule (milestones) & acceptance (need to define)

Remote Project Management will not be favored as much as an onsite PM to expedite decision-making processes

Citywide Camera Surveillance System
Addendum # 1

Questions:

The City strives to keep vendors responding to City needs current with all ancillary information to each specific RFQ/RFP or Bid. As such we will receive questions in writing and respond in writing with answers to the best of our knowledge. When responding with answers we will respond to all registered vendors and post on our website all questions and answers.

Q. How many finalists will be chosen?
A. Six or less

Q. Can the finalists do a presentation/demonstration at the Police Dept., as well as take you to other cities (local)?
A. Yes

Q. Will the City's HP SAN be integrated?
A. Storage will be separate from the City's.

Q. Bid due date?
A. May 9, 2012 by 2:00pm to the City Clerk's office

Q. Any communications with MARB?
A. Yes, we have contacts at MARB and successful experience in obtaining permits and permission to have radio waves on the base.

Q. Where is the existing fiber?
A. Showed map of fiber around City Hall campus. We will be running more fiber south of City Hall to the Corporate Yard. Continuous conduit exists with about 1/4 mile of fiber already run.

Attachment Q was passed out. It will be added as addendum on website. Any vendor whose proposal relies on future availability of fiber in the City should make that assumption very clear in their proposal. The City does not have a high confidence level in the estimated availability dates for fiber projects beyond the City Hall to City Yard fiber extension project (red line on the map).

Q. Is there a listing of possible friendly sites for the wireless backhaul?
A. We have had informal discussions with MVUSD, Sketchers, and Community Hospital and are still working on relationships. Box Springs Mountain is possible but has some definite downsides.

Q. Can we build towers?
A. City is open to the idea. City leases a tower at Box Springs, there is the possibility of putting tower there but that site has problems that site in the City do not have.

Citywide Camera Surveillance System
Addendum # 1

Q. Can City assets be used and is there a list?
A. Yes, it will be put on website as an addendum.

List of City building and park addresses will be posted on the website as an addendum.

Q. Will the City asset list include the tower?
A. We will discuss.

Q. What is the water service in the area?
A. City has no water infrastructure. It is separate – EMWD, WMWD and Box Springs.

Q. We there be CalTrans issues?
A. No

Q. Traffic signals owned by the City?
A. Yes. Those identified have a duplex 110 plug on the pole. You can tap into that circuit.

Q. How many cameras are at the Police Department?
A. 48 cameras, analog, record 24/7, watch commander can view, need to encode video, current system is from I3VR, currently store 6 months of video from these cameras.

Q. Will the traffic cameras in the future be running through fiber?
A. The plan is to put them on fiber, but you don't need to worry about the traffic cameras now other than the integration with the Kimley-Horn & Associates KITS software.

Q. Can we have access to the control boxes?
A. We will ask the City's Traffic Division.

Q, Can we go to the camera intersections for line of site?
A. Yes. Contact City if you need help.

Q. After doing due diligence, did you have any cities to use as models?
A. We liked certain things from certain cities, not everything from one city. We want to develop something for us that will meet our needs.

Q. How many TV stations will you need to monitor feeds?
A. We have cable at Police Dept. so we can choose which ones. That video will not be stored long – no more than 2 weeks.

Citywide Camera Surveillance System
Addendum # 1

Q. Will this system be at the squad car level?
A. Not in this project.

Q. Will there be special incidents that will need to be stored permanently?
A. We will put those on DVD for evidence.

Q. Will the fiber map be available in soft copy?
A. Yes, will try to put it in soft copy and add as an addendum.

Q. Performance Bond and Bid Bond both required?
A. Performance bond is required. A bid bond is not required.

Q. What are the contractor license requirements?
A. When installing on light poles need certifications
C10 - for 110 on poles
C7 – for low voltage
BICSI – for data cabling and terminations

Q. Can a C7 contractor bid for the project and sub out the C10 work?
A. Yes
This is a public works project. The field work will require certified payrolls.

Q. Is there an existing VMWare environment?
A. Yes, we have an existing VMware environment using HP blades, and an HP SAN for storage. The City will want to manage the servers.

Q. Will we use existing infrastructure?
A. Yes

Q. Any small business or disabled business set aside for the project?
A. No

Q. Will there be a monitoring room set up?
A. Yes, we will remodel a room. We are looking at furniture, room design and budgets now.

Q. Do you have the dimensions of the monitoring room?
A. Don't know exact dimensions, but it will be approximately 12 x 15.

Q. Are the monitoring room workstations and monitors part of the scope?
A. No, the monitoring station is not part of the RFP.

Q. We are just providing software to the monitoring room?
A. Yes, get it to the monitoring room.

Citywide Camera Surveillance System
Addendum # 1

We are investigating sending a video stream to the County.

Q. Do we need a business license before or after the award?
A. After

Q. Are you open to partial responses?
A. We want whole responses.

It will be wise for vendors to leave room for contingencies in their proposal. The City has no contingency budget and will require vendors to meet the functional specifications of the RFP if the initial implementation does not fulfill the specification. For example, if the RFP specified being able to capture video on a specified portion of a park but the video is not clear because birds keep landing on the camera housing, then the City will expect the vendor to solve the problem without requesting a change order.

Q. This is not awarded to lowest bidder?
A. No, the City fully expects to spend its entire project budget. We are more interested in which proposal fits our needs.

Q. Will the City be providing the public viewing room?
A. Yes. There will be one monitor for citizens to look at.
If you have questions after the meeting, send them to PurchasingDivision@moval.org
Look for addendums on the website.
We will also send addendums to the email addresses provided at this meeting.

Q. Will the sign-in sheet be on the website?
A. Yes, we will post it.

Q. Bid Proposal is missing a form for all bid items or lump sum item form page.
A. We do not plan to provide one. We have specified that we do not want a lump sum but we want it itemized

Q. Bid Proposal is missing Bid Bond Form, is Surety Form acceptable?
A. We are only asking for a Faithful Performance Bond (see page 27)

Q. How will cameras transmit data to City Hall or Police Department
Wired or wireless?
A. Because the City has very little fiber in the ground throughout the City we are anticipating that almost all vendors will propose a wireless solution. Please reference the last paragraph on page 5.

Q. Are there any underground conduit installation within the Project?
A. We are not anticipating that any Vendors will propose underground conduit installation.

Citywide Camera Surveillance System
Addendum # 1

Q. While we can provide an SDK, allowing people to integrate 3rd party software into our server is a problem. This would remove any WildFire warrantee as to VMS software, so it is not practical to offer.
A. We will take that into consideration when evaluating your proposal.

Q. The requirement to have all servers synchronize in time with a Spectracom time server.
A. Temporal synchronization is important for all servers and for camera systems. Synchronization is a common requirement and we want vendors to know up front that we currently use, and will require to continue using, a Spectracom time server.

Q. All PTZ cameras and VMS must capable of reorienting when alarms trigger.
A. When a certain priority alarm is triggered by a camera, then a possible response to the alarm should be the ability to have a subset of the cameras (obviously only PTZ cameras) change their position/focus automatically. A possible scenario would be a gunshot detected (assuming gunshot detection is part of a solution); the system should have the ability to automatically reorient PTZ cameras towards the detected area. This is an advanced analytical capability that not all proposals will be able to accommodate. Another example is the Code Alex scenario where a system administrator triggers an alarm for a group of cameras that specifies which preset position each camera should immediately turn to. How close to these scenarios can your proposal come?

Q. Integrating existing camera systems into the VMS.
A. The City currently has several islands of existing camera systems. One of the goals of this project is to integrate all of our existing cameras into one system. There are multiple ways to integrate existing cameras; your proposal should outline what types of cameras and/or systems can and cannot be integrated and which integration method(s) you propose.

Q. Don't understand the need to synchronize playback.
A. Cameras have limited fields of vision. In order to view all perspectives of an event it may be helpful to look at several camera views of the same event, perhaps even at the same time. However, in order to accomplish that the cameras must be synchronized and the video management system must have the ability to playback several cameras in a synchronized manner. An example would be a rape in a park where 1 camera is focused on the restrooms and viewing only that camera would miss a lookout person sitting in a car in the parking lot. To piece the whole event together requires synchronized playback.

Q. Integrating video of other parties other than the police department. This means multiple integrations and is highly unlikely.
A. See statement #4 above. Your proposal should explain what is possible and make a recommendation.

Citywide Camera Surveillance System
Addendum # 1

Q. Integration into the school's intercom system.
A. Several systems we know about integrate the ability for someone monitoring the cameras to turn on a speaker that is not a physical speaker but is the entire intercom system at a school. We have had preliminary meetings with our school districts and wanted to mention interest in that ability and to mention what we know about the schools intercom system. Tell us if your proposal would accommodate this ability or have any limitations.

Q. Record television stations.
A. Several systems we know about have found it desirable and helpful to be able to record TV station coverage of events that occurred in their City. We would like to have the ability to turn on this recording for several channels when TV coverage warrants it.

Q. It isn't mentioned in the RFP, so I am wondering what you may be looking for in the form of deliverables? Are you looking for engineering plans for the installation of the physical components of the system?
A. No we are not requiring engineering specifications in the proposals. The proposals should be at the level of detail necessary to communicate the vendor thoroughly knows the components of the system he is proposing and convinces the City that his proposal is responsive to our needs. For example, if we say we want to see 2 lanes of traffic, each way, at an intersection, then we would expect the proposal to specify how many of what type of cameras with what features are required and a discussion or diagram of how/where those cameras would be mounted. The proposal reviewers should be convinced that the specified view will be captured, that the video will get back to the VMS, and that any special features, like license plate reading or facial recognition, will actually work in that setting. Detailed engineering diagrams of each component would not be required to demonstrate a viable proposal.

Q. We are asking about after the contract has been awarded. Will plans be required for the actual installation of the components?
A. The City will want as-built documentation at a level of detail that allows us to troubleshoot a wide range of problems. We hesitate to use the term "engineering plan" because the level of detail could be construed to be quite onerous and that is not our intention.

Parks & Facilities

PARK NUMBER	PARK NAME/LOCATION	Soccer Field	Softball/ /Baseball Field	Basketball Court	Volleyball Court	Tennis Courts	Multi-Use Athletic Field	Multi-Purpose Trail	Restrooms	Off-Street Parking	Snack Bar	Water Feature	Tot Lot	Banquet Facilities	Picnic Tables	Barbeques	Security Lighting	Horse Arena and Dog Park	Skate Park/Roller Hockey Rink	Fitness Equipment Stations
*	**Moreno Valley Conference & Recreation Center** *14075 Frederick St.*			●	●				●	●				●			●			
**	**Senior Community Center,** *25075 Fir Av.*								●	●				●			●			
***	**TownGate Community Center,** *13100 Arbor Park Lane*								●	●				●			●			
▲	**Cottonwood Golf Center,** *13671 Frederick St.*								●	●	●									
▲▲	**March Field Park Community Center,** *15325 5th St.*			●					●				●							
1	**Sunnymead Park,** *12655 Perris Blvd.*		4L						●	●	●		●		●	●	●			
2	**Moreno Valley Community Park** *13380 Frederick St.*	4L							●	●	●		●		●	●	●			
3	**John F. Kennedy Park,** *15115 Indian St.*		1L			4L			●	●			●		●	●	●			
4	**Weston Park,** *13170 Lasselle St.*		●				●		●				●		●	●	●			
5	**Gateway Park,** *23975 Manzanita Av.*								●	●			●		●	●	●			
6	**Westbluff Park,** *10750 Pigeon Pass Rd.*		●						●	●			●		●	●	●			
7	**Woodland Park,** *25705 Cactus Av.*		1L	4L		4L			●				●		●	●	●			
8	**Morrison Park,** *26667 Dracaea Av.*	●	4L						●	●	●				●	●	●			
9	**Bethune Park,** *16745 Kitching St.*		●			2L			●	●	●	●	●		●	●	●			
10	**Moreno Valley Equestrian Park & Nature Center** *11150 Redlands Blvd. (includes Hound Town Dog Park)*						●			●								●		
11	**Cottonwood Equestrian Staging Area** *28590 Cottonwood Av.*						●								●		●			
12	**Ridge Crest Park,** *28506 John F. Kennedy Dr.*	●					●		●	●			●		●	●	●			
13	**Fairway Park,** *27891 John F. Kennedy Dr.*	●			●		●		●				●		●	●	●			
14	**Victoriano Park,** *25730 Los Cabos Dr.*						●		●	●					●	●	●			
15	**Pedrorena Park,** *16009 Rancho Del Lago*			●		4	●		●	●			●		●	●	●			
16	**El Potrero Park,** *16901 Lasselle St.*	●					●		●	●			●		●	●	●			
17	**TownGate Memorial Park,** *13051 Elsworth St.*		1L				●		●	●			●		●	●	●			●
18	**Bayside Park,** *24435 Bay Av.*			●									●		●	●	●			
19	**Adrienne Mitchell Memorial Park,** *22631 Bay Av.*			4L									●		●	●	●			
20	**Shadow Mountain Park,** *23239 Presidio Hills Dr.*		2L						●	●					●	●	●			
21	**Hidden Springs Park–Phase I (Open Space)** *9675 Hidden Springs Dr.*						●						●		●	●				
22	**March Field Park and Valley Skate Park,** *15415 6th St.*		2L						●	●	●						●		●	
23	**Parque Amistad,** *26160 Gentian Av.*		●	●									●		●	●	●			
24	**College Park,** *16130 Lasselle St.*	●							●	●			●		●	●	●			
25	**Vista Lomas Park,** *26700 Iris Av.*		●	●						●			●		●	●	●			
26	**Celebration Park,** *14965 Morgan Av.*			●					●	●		●	●		●	●	●			
27	**Rock Ridge Park,** *27119 Waterford Way*												●		●	●	●			
28	**Rancho Verde Staging Area,** *17484 Kentucky Derby Dr.*						●										●			
29	**Patriot Park,** 15310 Perris Blvd.						●						●		●		●			
30	**Cold Creek Trailhead,** *Nason and Dracaea*						●			●					●		●			
aa	**Rancho Verde Park,** *Lasselle St. and Cremello*																			
bb	**Lasselle Sports Complex,** *17155 Lasselle St.*																			

To obtain a map of the City's multi-use trails and bikeways call 413.3702. * All parks and recreation facilities meet current ADA standards. L = Lighted Athletic Field or Court

February 2012

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CITY MAINTAINED FACILITIES					
Name	Square Feet	Built	Occupied by City	Address	Comments
Animal Control	16,288	02/01/00	02/01/00	14041 Elsworth	Building & Grounds @ Bus Ctr Dr
Annex #1 1.02 acres	11,668	1989	12/01/06	14331 Frederick	Building & Grounds @ Calle San Juan
City Hall	57,626	1989	09/01/95	14177 Frederick	Building & Grounds @ Calle San Juan
Conference & Rec Ctr 6.3 acres	42,413	05/31/05	05/31/05	14075 Frederick	Building & Grounds @ Alessandro
City Yard, 18.16 acres	57,878	1964	1985	15670 Perris Blvd	Building & Grounds @ Santiago
Emergency Operations Center	8,492	09/10/10	09/10/10	22870 Calle San Juan De Los Lagos	Adjacent to PSB's parking lot
Fire Station #2 (Hemlock)	8,848	11/01/01	11/01/01	24935 Hemlock	Building & Grounds west of Perris
Fire Station #6 (TownGate)	9,490	06/17/96	06/17/96	22250 Eucalyptus	Building & Grounds @ Arbor Park
Fire Station #48 (Sunnymead)	4,754	1984	1984	10511 Village Rd	Building & Grounds @ Snnymd Rnch
Fire Station #58 (Auto Mall)	10,340	06/20/08	06/20/08	28040 Eucalyptus Ave	End of cul-de-sac @ Auto Mall
Fire Station #65 (JFK)	5,022	1984	1984	15111 Indian Ave	Building & Grounds @ JFK Park
Fire Station #91 (College Park)	8,848	06/25/05	06/25/05	16110 Lasselle	Building & Grounds n/o RCC
Fire Station #99 (Morrison)	10,348			13400 Morrison Avenue	Building & Grounds n/o Cottonwood
Library	15,000	1987	07/01/98	25480 Alessandro Blvd	Buildings & Grounds
March Field Park CC	14,524	1959	05/01/03	#938, 15325 5th St.	MARB, 5th & W St
March ASES CC	4,266	1942		#823, 15450 4th St	MARB, 4th & W St
March Fac Hobby Shop	2,000	1976	07/01/03	#941, 941Short St	MARB 4th St & Short St
March Red Cross Bldg	2,400		Historical Site	#641 & #641A, Riverside Dr	MARB, Btwn N St & Short St
Pro Shop/MVTV Annex	9,060	1965	1984	13671 Frederick St	Buildings & Grounds
Public Safety Building 3.3 acres	45,900	06/09/99	06/09/99	22850 Calle San Juan De Los Lagos	Building & Grounds @ Veteran's Way
Rainbow Ridge Portable	1,920		01/01/00	15950 Indian	Modular building @ Iris
Red Maple Portable	1,920		08/04/04	25140 Red Maple Lane	Modular building east of Perris
Senior Center 1.75 acres	14,700	03/08/93	03/08/93	25075 Fir Ave	Building & Grounds east of Perris
Signs & Signal Shop	1,440			15670 Perris Blvd	Building & Grounds @ City Yard
Sunnymead Middle - ASES	960		01/01/99	12875 Heacock	Modular building n/o Eucalyptus
Sunnymead Elem - After-school	720		09/01/07	24050 Dracaea	Modular building @ Heacock
TownGate Community Center	4,000	10/11/03	10/11/03	13100 Arbor Park Ln	Building Only
Utility Field Office	2,000	1991	1991	28020 Bay Ave	Double-wide mobile home
Veteran's Memorial	7,988	06/07/07		Civic Center Roundabout	PSB, CH, CRC
Revised 1/19/12 FacList.xls	380,813				

MV00173717

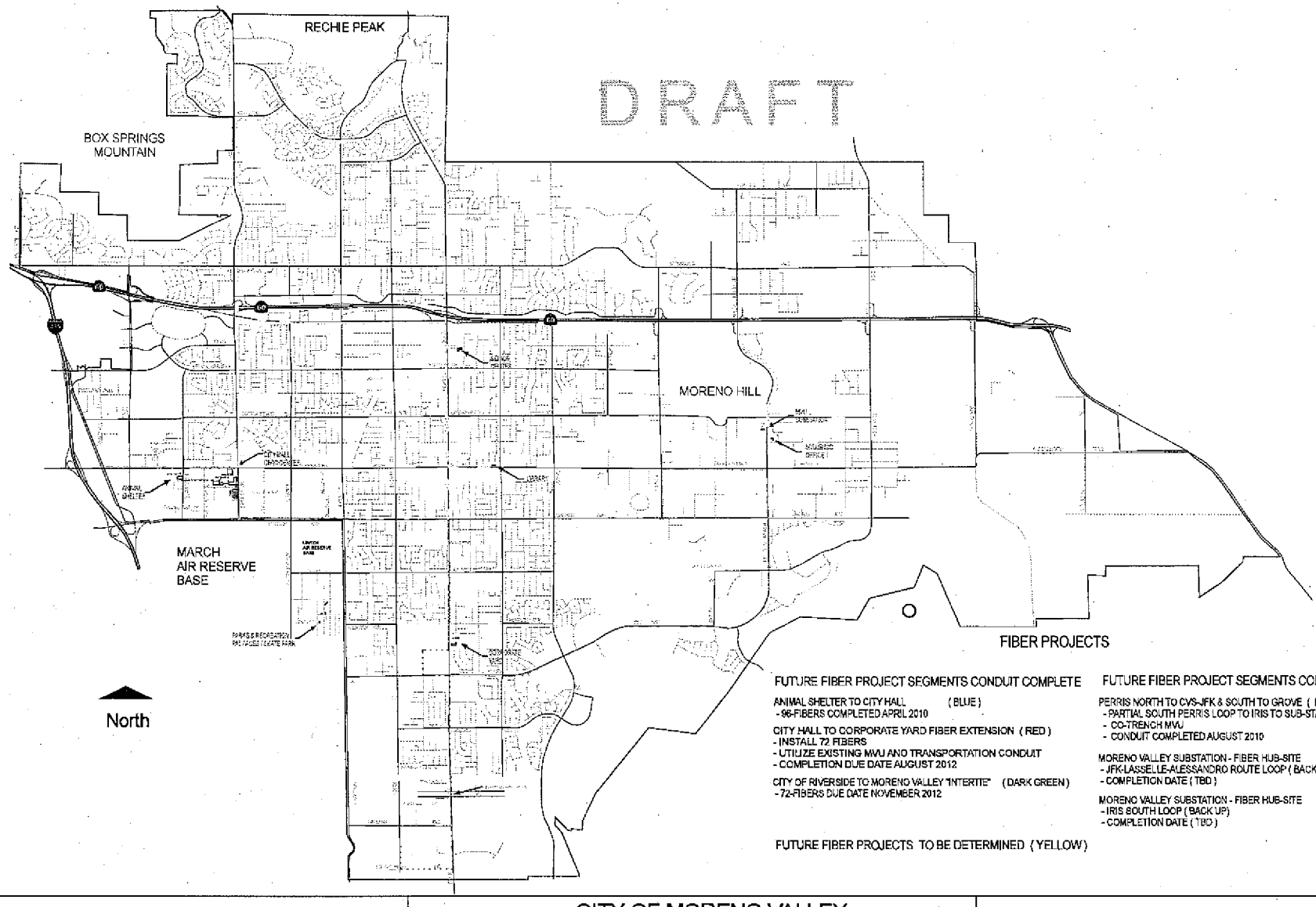

FIBER PROJECTS

FUTURE FIBER PROJECT SEGMENTS CONDUIT COMPLETE

ANIMAL SHELTER TO CITY HALL (BLUE)
- 96-FIBERS COMPLETED APRIL 2010

CITY HALL TO CORPORATE YARD FIBER EXTENSION (RED)
- INSTALL 72 FIBERS
- UTILIZE EXISTING MVU AND TRANSPORTATION CONDUIT
- COMPLETION DUE DATE AUGUST 2012

CITY OF RIVERSIDE TO MORENO VALLEY "INTERTIE" (DARK GREEN)
- 72-FIBERS DUE DATE NOVEMBER 2012

FUTURE FIBER PROJECT SEGMENTS CONDUIT COMPLETE

PERRIS NORTH TO CVS-JFK & SOUTH TO GROVE (BLACK DOTTED LINE)
- PARTIAL SOUTH PERRIS LOOP TO IRIS TO SUB-STATION (BACKUP)
- CO-TRENCH MVU
- CONDUIT COMPLETED AUGUST 2010

MORENO VALLEY SUBSTATION - FIBER HUB-SITE (GREEN)
- JFK-LASSELLE-ALESSANDRO ROUTE LOOP (BACK UP)
- COMPLETION DATE (TBD)

MORENO VALLEY SUBSTATION - FIBER HUB-SITE (MAGENTA)
- IRIS SOUTH LOOP (BACK UP)
- COMPLETION DATE (TBD)

FUTURE FIBER PROJECTS TO BE DETERMINED (YELLOW)

CITY OF MORENO VALLEY
TECHNOLOGY SERVICES TELECOMMUNICATIONS
FIBER OPTIC PROJECTS

MV00173718

#5

City of Moreno Valley Pre-Bid Meeting
RFP #TT 11/12-10 for Project #TS-CCSS 2012-02

4/11/2012
Sign-In Sheet

Name	Company	Email
Tyler Sayles	American Security Group	tsayles@amergroup.com
Jeff Torok	AM-TEC Security	jeff@am-tecsecurity.com
Shawn Lovato	Apple Valley Communications Inc.	slovato@applevalleycommunications.com
Steve Senkle	Astretech, LLC	ssenkle@astretech.com
Mike Graham	Avrio-RMS Group	mgraham@avriormsgroup.com
Mark Jules	Avrio-RMS Group	mjules@ntlpsf.org; mjules@avriormsgroup.com
Tom Bozek	BEC	tbozek@becinc.net
Chad Gordon	Blue Violet Networks	cgordon@blueviolet.net
Ladd Nelson	Blue Violet Networks	ladd@blueviolet.net
Jasper Bruinzeel	CelPlan Technologies	jasper@celplan.com
Todd Byer	Climatec	toddb@climatec.com
Tom McDonnell	Communications Supply Corporation	tmcdonnell@gocsc.com
Sarah Rendich	Communications Supply Corporation	srendich@gocsc.com
Bret Hart	Com-Sec Incorporated	bhart@com-sec.net
Brian Sweet	Convergint Technologies	sweet@convergint.com
Alex Zepeda	Crosstown Electrical & Data, Inc.	alex@crosstowndata.com
Gordon Campbell	Cybertime Network Communications	gordon@cybertimenetwork.com
Ibraim De La Cobas	Datatel Wiring Products, Inc.	datateleb@yahoo.com
David Santana	HCI Systems Inc.	dsantana@hcisystems.net
Randall Dinger	ID Consulting Solutions LLC	rdinger@idconsol.com
Joe Rodeheaver	In the Light Electrical	joe@inthelightelectric.com
Craig Valgean	Kratos HBE	craig.valgean@kratos-hbe.com
Mark Schweitzer	LDM Engineering/Magestyk Comm	mschweitzer@ldmengineering.com
Doug Hicks	Leverage IS	dough@leverageis.com
Ray Leblond	Leverage IS	rayl@leverageis.com
Andrew Lee	Mainline Information Systems	andrew.lee@mainline.com
Chris Steele	MetroVideo Systems, Inc.	chris@metrovideosystems.com
Rob Clement	Motorola Solutions, Inc.	rob.clement@motorolasolutions.com
Les Corriea	Pacific Beach Tower Inc.	les@pbtower.com
Aaron Polk	PC Mall Services	aaron.polk@pcmallservices.com
Gregg Desilets	PC MallGov	gregg.desilets@pcmallgov.com
Yong Kim	PC MallGov	yongk@pcmallgov.com
Sharon Chambers-Feaster	Pechanga Technology Solutions Group	schambers@pechanga.com
Jose Escobedo	Pechanga Technology Solutions Group	jescobedo@ptsg.com
John desGarennes	Pechanga Technology Solutions Group	jdesgarennes@ptsg.com
Rich Dominguez	Pechanga Technology Solutions Group	rdominguez@ptsg.com
Michael Grimsley	Pechanga Technology Solutions Group	mgrimsley@ptsg.com
Mike Niknafs	ProTech Engineering Corporation	mike@protechengineeringcorp.com
Cindy Ford	Security Network Representatives	cindy@securitynetworkrep.com
Leigh Martin	Siemens Industry, Inc.	leigh.martin@siemens.com
Armen Martirosian	Siemens Industry, Inc.	armen.martirosian@siemens.com
William Crawford	SimplexGrinnell	wicrawford@simplexgrinnell.com
Mark Crabtree	Solectek	mcrabtree@solectek.com
Jim Hardie	Superior Alarm Systems	jim.hardie@sassecurity.com
Joe Durbin	Systems Integration Corp	
Joel Larambas	TESSCO	larambasj@tessco.com
Chad Martinell	Transportation & Energy Solutions, Inc.	cmartinell@trans-en.com
Jeff D'Errico	Universal Protection Security Systems	jeff.derrico@universalpro.com
Gary Goodhue	VCI Construction, Inc.	ggoodhue@vcicom.com
Michael Remily	Verizon Wireless	mike.remily@verizonwireless.com
George Barela,	Verizon Wireless	george.barela@verizonwireless.com
Robert Rendon	Veterans Communication Services, Inc.	rrendon@vetcomm.com
Ryan Roybal	Volt Telecom Group	rroybal@volt-telecom.com

City of Moreno Valley Request RFP # TT 11/12-10
Citywide Camera Surveillance System. Addendum # 6

The City strives to keep vendors responding to City needs current with all ancillary information to each specific RFQ/RFP or Bid. As such we will receive questions in writing and respond in writing with answers to the best of our knowledge. When responding with answers we will respond to all registered vendors and post on our website all question and answers.

1. What frequencies does the City have available for the project?

No frequencies have been set aside for this project since the City does not know if vendors will propose licensed or unlicensed spectrum.

2. Based on the current allocation of the 700 MHz "D" Block for public safety, can the project use this newly allocated space?

The City does not currently use the 700 MHz "D" block, nor the 4.9 GHz band, that has been set aside for Public Safety uses. Thus it is certainly a possibility to use those frequencies for this project; RFP responses should clearly indicate which frequencies are proposed and plans for any required approvals necessary to use those frequencies.

3. What is the City's standards or requirements for concealment for structures?

The City does not currently have standards for the concealment of structures that may be used for a project like this. If proposals include structures beyond camera housings, radio transmitters, or ground structures larger than 12"x12"x24" then the Public Works Department will want to review the plan for the structure. However, the City does expect discretion to be used in the placement of structures and attempts to blend w/ existing structures.

City of Moreno Valley RFP # TT 11/12-10
Citywide Camera Surveillance System
Addendum # 7

The City strives to keep vendors responding to City needs current with all ancillary information to each specific RFQ/RFP or Bid. As such we will receive questions in writing and respond in writing with answers to the best of our knowledge. When responding with answers we will respond to all registered vendors and post on our website all question and answers.

1. Will the selected vendor have the use of the city traffic control boxes at each traffic light location to place the wireless equipment in and use the power within the control box?
The City Traffic Division prefers that power be obtained by direct wiring into the existing duplex boxes on each traffic light pole. They also prefer that wireless equipment and cabling not be mixed with traffic related cabling, so wireless equipment should be in its own enclosure. It is acceptable to mount these enclosures on the traffic light pole.

2. Is there existing conduit from each traffic light location to the control box? If so what size conduit is there? We are assuming so...
Conduit between each traffic light and its control box does exist; however, the City's Traffic Division prefers that it not be used for purposes other than traffic. Refer to question 1 above to understand where power can be obtained and where wireless equipment should be located.

3. What types of existing cameras is the city currently using for their existing surveillance system at the EOC? What resolution are they?
The 7 existing cameras at the EOC are Sony DF80 (2 outdoors) & Sony SNCDS10 (5 indoors).

Please note the question below was addressed in Addendum # 6 but we have added additional comments in green.

Based on the current allocation of the 700 MHz "D" Block for public safety, can the project use this newly allocated space?
The City does not currently use the 700 MHz "D" block, nor the 4.9 GHz band, that has been set aside for Public Safety uses. Thus it is certainly a possibility to use those frequencies for this project; however, some City research into the "D" block indicates that its usage may not be fully settled by the FCC and that it is more likely to be used for audio and interoperability purposes rather than video. RFP responses should clearly indicate which frequencies are proposed and plans for any required approvals necessary to use those frequencies.

#8

City of Moreno Valley RFP # TT 11/12-10
Citywide Camera Surveillance System
Addendum # 8

The City strives to keep vendors responding to City needs current with all ancillary information to each specific RFQ/RFP or Bid. As such we will receive questions in writing and respond in writing with answers to the best of our knowledge. When responding with answers we will respond to all registered vendors and post on our website all questions and answers.

We have a few clarification questions as it relates to the RFP. In the pre-bid meeting addendum 1, a question is asked how many cameras are in the Police Department. The answer is 48 cameras; however, in addendum 7, it says there are 7 cameras in the EOC. My questions are:

1. Are the Police Department and the EOC the same building?
No, they are two separate buildings, but they are next to each other.

2. If they are the same building, then can we get an accurate count on the number of cameras?
See question 1.

3. If they are not the same building, then is the Police Department cameras part of the scope of work for this project?
Yes, the PD has requested in the RFP for the proposals to include some kind of integration of those cameras into this system. The PD is open to any integration ideas. The PD ranks the priority of this integration on par with the Phase 2 locations.

4. If so, how long should the video be retained for?
By state law, video of the interior & exterior PD building must be retained for 1 year. This is the only video in our system that we plan to retain that long.

5. Will recording of audio be a requirement for the Police Department? If so, how many cameras need audio recording capability and how long should audio be retained?
Yes; 4 locations/cameras in the PD. 1 year.

6. If they are not the same building, then is the EOC cameras part of the scope of work for this project?
Integrating the EOC cameras is a low priority for this project.

7. If so, how long should the video be retained for?
We anticipate proposals will recommend keeping this video somewhere around 30 days.

8. Will recording of audio be a requirement for the EOC? If so, how many cameras need audio recording capability and how long should audio be retained?
No.

Also in the pre-bid meeting addendum 1, there is a question regarding existing camera systems into the VMS. The answer says, "The City currently has several islands of existing camera systems. One of the goals of this project is to integrate all of our existing cameras into one system." My questions are:

9. How many "islands" are there?
(1) 48 cameras in the PD building;
(2) 7 cameras in the EOC (5 interior & 2 exterior);
(3) 16 cameras throughout City Hall (12 interior & 4 exterior;);
(4) 20 cameras throughout the Community Recreation Center (13 interior & 7 exterior);
(5) 4 cameras at the Moreno Valley Utility substation (all exterior cameras) at 13575 Moreno Beach Dr., Moreno Valley, CA 92555

Integrating the 48 PD cameras (number 1 above) is ranked on par with the Phase 2 locations, the remaining cameras (numbers 2-5 above) are a lower priority than other components in the RFP. However, we would like some ideas in the proposal for how they might be incorporated into a single system. For example, a proposal that is weak in this area will say that the cameras must be digital and from a narrow set of manufacturer models. A stronger proposal will say any ONVIF-compliant camera will have no problem being integrated. Other possible scenarios might include putting encoders on analog cameras and then integrating them. We are at least looking for what is possible.

10. Do these require wireless access as well or is there fiber at these "island" locations for network connectivity?
None of the existing cameras are wireless and none of them have fiber. They are all wired, some are Ethernet, the bulk of them are cabled directly back to a DVR.

11. How many cameras are at each "island" location and what is the video retention requirement?
See question 2; no more than 30 days.

12. Can you provide the existing manufacture models for the cameras at the island locations?
We have not surveyed all of these island locations for this detail of information.

13. Do the "island" locations require audio capability as well? If so, how long should audio be recorded?
No.

14. In the pre-bid meeting a hospital was mentioned as a possible site for equipment. I did not get the name and address of the hospital. Can you please provide?
There are 2 hospitals in the City:

Riverside County Regional Medical Center
26520 Cactus Avenue
Moreno Valley, CA 92555

Kaiser Permanente
Moreno Valley Medical Center
27300 Iris Ave.
Moreno Valley, CA 92555

15. In the pre-bid meeting it was mentioned that you have 48 analog cameras throughout the PD that you would like to have included within this proposal. Question: If the order of importance is infrastructure, then phases 1, 1A, 2, 3, 3A and last: where would you rank the PD conversion and 366 days of storage?

Integration of the 48 cameras at the existing PD building rank in importance on par with the Phase 2 locations.

16. Clarification please: at locations labeled 80 through 85 it is stated that there is no power currently at these locations. Is it your intention to have the city provide power at these locations or is it the vendors' responsibility?

Power at these locations would be the responsibility of the vendor.

#9

City of Moreno Valley RFP # TT 11/12-10
Citywide Camera Surveillance System
Addendum # 9

The City strives to keep vendors responding to City needs current with all ancillary information to each specific RFQ/RFP or Bid. As such we will receive questions in writing and respond in writing with answers to the best of our knowledge. When responding with answers we will respond to all registered vendors and post on our website all questions and answers.

Can the City define the fiber splice locations on the path for the red and dark green fibers? Are these inside traffic cabinets at those intersections?

We are currently documenting the locations of the splice boxes along the red and dark green paths and recording them electronically; that process has not produced a map yet. Almost all splice boxes on those paths are dedicated to MV Telecommunications; however, if a wired communications link is necessary at an intersection it would be placed inside a traffic control box b/c that is where wired network switches will be located.

The first addendum explains good relations with MARB. It appears a water tower is on the premises of MARB, or at least very close. Can this water tower (just south of the EOC location) be used as possible mount location for wireless equipment?

Maybe; we do not know. We do have a good relationship with MARB and we have succeeded in installing microwave radios on the base. However, without knowing the details of your proposal (locations, frequencies, etc.) and without confirming that the structures are water towers, we do not know.

The first addendum explains that Sketchers is a possible candidate to mount wireless equipment. What is the address of this site?

29800 Eucalyptus Street

Moreno Valley, CA 92555

Although radio towers on Box Springs Mountain are mentioned as possible mount location, it is also mentioned the site has "problems". Are the "problems" specific or unique, or similar in making agreements with other mount sites, such as Sketchers, Community Hospital, etc.? Are there things us vendors should be aware about?

The most salient problems are that the City currently leases space on those towers and there is no budget for additional devices on those towers; the City finds the tower company expensive and difficult to work with; and there have been numerous instances of destructive vandalism and copper theft at that site over the past 3 months.

City of Moreno Valley, CA

Citywide Camera Surveillance System

RFP TT 11/12-10

May 8, 2012

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MV00173728

May 8, 2012

Avrio RMS Group (the "Proposer") is pleased to submit the enclosed Proposal in response to the Request for Proposals RFP# TT 11/12-10, from City of Moreno Valley (the "City") for its proposed Citywide Camera Surveillance System, Project #TS-CCSS 2012-02.

Avrio RMS Group is proposing a turnkey wireless citywide camera surveillance network which includes a mix of pan-tilt and zoom (PTZ) and fixed focus cameras running on a high-speed wireless network. This solution includes all equipment, installation, and training along with maintenance that meets the specifications and the majority of the proposed camera locations specified on City of Moreno Valley's RFP #TT 11/12-10 project.

If you have any questions, Avrio RMS Group can be reached by phone (410) 310-3006 or at the address below.

The following individuals have authority to contract with the City of Moreno Valley:

Darrin Lipscomb
Avrio RMS Group
President
3 N. Harrison St., Suite 200
Easton, MD 21601
Office: (410) 820-9334
Fax: (410) 820-4304
dlipscomb@avriormsgroup.com

Bill Vranek
Avrio RMS Group
Chief Financial Officer
1359 Barclay Blvd.
Buffalo Grove, IL 60089
Office: (847) 463-2086
Fax: (847) 637-0443
Email: bvranek@avriormsgroup.com

By_____ By_____

The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.

MV00173729

1. Executive Summary

Avrio RMS Group is the leading provider of citywide video surveillance systems in the United States – we deploy our solutions using pure wireless infrastructure or a combination of fiber and wireless where it makes the most economical approach or provides a more robust solution. All of our solutions use non-proprietary commercial off-the-shelf technologies and are highly robust and scalable. We augment our reach through local partnerships with electrical and installation firms – this is a proven approach and is backed up by our successful deployments and ongoing relationships with the customers for which we have deployed solutions. We have over 40 employees spread throughout the country with local field engineers for all of our major deployments. These highly skilled and focused engineers are the key reason for our continued success in this industry. Our main offices are in Chicago and Easton MD, with deployment facilities and additional resources in other major areas including Denver, Fresno and Austin.

Avrio RMS Group has dozens of subcontractors that provide engineering designs, electrical expertise and installation work and bring additional resources to the team including bucket trucks and specialized tools and additional facilities as needed. We typically operate in a prime/subcontractor relationship but always have a definitive agreement in place with fully vetted subcontractors to ensure quality delivery and on-going support for all of our systems.

Avrio RMS Group is a pioneer in crime fighting wireless video surveillance solutions, having deployed the first of its kind for the Chicago Police Department in 2003. In the last nine years, Avrio RMS Group has deployed similar systems for numerous governmental entities around the country and in the Caribbean and learned what technologies work to help reduce crime, provide for increased safety for residents and responders and secure critical infrastructure.

Our portfolio includes network digital video recording and playback, content analysis and video intelligence, wireless and mobile surveillance, systems integration and turnkey surveillance solutions for the municipal and federal government markets. Collectively, we offer turnkey solutions that address complex integrations of disparate systems with the goal of improving response times and situational awareness for the public safety market. We have internally developed and successfully deployed into production the best in class visualization and sensor integration engine on the market today.

Avrio Group has achieved many firsts including:

1. First citywide video over wireless-mesh deployment
2. First IP-Surveillance deployment at Customs and Border Protection.
3. Deployment of the largest wireless camera integration project in the nation with over 900 cameras in Chicago
4. Deployed the largest video interoperability system in the country in Hennepin County, Minnesota with almost 5000 cameras across several municipalities.

MV00173730

5. First to deploy cloud computing/serverless storage with over 100TB of usable storage.

Organizational History

In 2003, Avrio RMS Group designed and built the first Portable Overt Digital Surveillance System (PODSS®) for the Chicago Police Department ("CPD"). The first system included a bullet resistant enclosure (UL Level 1), overt flashing blue light bar, a Pan Tilt Zoom camera and internal recording capability.

Subsequently, we built out a wireless video network covering approximately 200 square miles. This CPD network, the largest of its kind in the U.S., is a hybrid of many technologies.

Where there have been towers or taller structures (buildings, water towers, etc.) available, we have built out a wireless network that is controlled by the CPD and then connected to available fiber.

Where wireless was not available but access to private cable was, cameras have been connected using the cable infrastructure.

Where cable and wireless may not have been an option or very rapid mobile deployments are required, we have deployed cameras using cellular (Verizon, Sprint) 3G connectivity.

Municipalities that have engaged Avrio RMS Group include, among others:

Chicago	Denver
St. Paul	Rochester
Buffalo	Orlando
Indianapolis	Phoenix
Pittsburgh	Cincinnati
Washington D.C.	County of Fresno
Duluth	Austin
Charleston	Port Authority of Pittsburgh
Cayman Islands	City of Wilmington, DE
City of Paterson, NJ	North Little Rock, AR

Record of Performance

Avrio RMS Group has deployed more municipal wireless video surveillance systems throughout the country than any of our competitors. We are fully focused on this industry and do not engage in other activities which would take us away from this focus. We believe this is the reason we have been successful.

Company client profile

The following is a small sample of some of the solutions we have provided:

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Local and State Government

Provided dozens of major U.S. cities with wireless video surveillance systems in support of public safety and port security initiatives. Systems included wireless mesh, point to point and microwave technologies as well as IP and analog camera systems with IP-based head-end equipment for a turnkey approach. Avrio RMS Group currently supports these systems on a national basis through a call center located in Chicago.

U.S. Customs and Border Protection

Modernized border patrol remote video surveillance system sites across the southern and northern borders of the United States. Tasks include Remote Video Surveillance (RVS) site microwave path realignment and project completion as well as modernization of head-end and command and control room equipment to convert analog video to IP.

Federal Civilian Agencies

Converted aging analog CCTV systems including hardware matrix switcher to 100% software solution. Leveraged existing analog cameras and provided new IP cameras in areas that required higher resolution and frame rates.

DoD

Provided U.S. Army bases with in-vehicle license plate recognition systems including software, camera, cabling, Toughbook docking stations and electronics.

MV00173732

2. Summary Proposal Submission Form

TO City of Moreno Valley
Purchasing Division
PO Box 88005
Moreno Valley, CA 92552-0805

Dated: May 8, 2012

The undersigned declares that he or she has carefully examined Project # TS-CCSS 2012-02 accompanying the Request for Proposals, and is thoroughly familiar with the contents thereof; and is authorized to represent the proposing firm; and proposes to provide:

Proposal Item: Citywide Camera Surveillance System

Firm Name Avrio RMS Group
Address 3 North Harrison Street, Suite 100
Easton, MD 21601

Signature _____ Phone No: _____

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3. Statement of Proposer's Qualifications and References

3.1 Financial Ability to Undertake the Services Described

Avrio RMS Group has the financial strength to successfully complete a project of this size and much greater. Included in our past performance are many projects larger in size and scope. We have been delivering on projects in this space for over 10 years with individual projects ranging from $.5 million to over $7 million in a given year.

Avrio RMS Group was profitable in 2011 on revenues of $13 million, which resulted in a net worth of $13.2 million at 12/31/2011. In addition to the financials, Avrio RMS Group has in place the financial structure to support large projects including a $3 million line of credit for working capital as well as $10 million in bonding capacity.

Additional disclosure of financial information is attached as Appendix **.

3.2 Experience Providing the Services Described.

Table 1, below, lists our experience in providing the type of work included within the scope of work of this Request for Proposals.

Actual Years' Experience	Name of firm(s) under which services were performed
10	AVRIO GROUP and RMS TECHNOLOGY SOLUTIONS
	These two firms merged in 2008 to form Avrio RMS Group

List and describe fully the last two contracts performed by your firm that demonstrate your ability to complete the work included within the scope of work of the RFP. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your qualifications.

3.3 Reference No. 1

Customer	Name: County of Fresno, CA		
Contact Individual	Captain Rick Hill	Phone Number:	(559) 488-2913
Contract Amount	$1.2 Million	Year:	2011-2012
Description of work done	Avrio RMS Group installed a high-speed wireless backbone across the county in addition to 35 new IP cameras and integration to an existing 18 cameras.		

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3.4 Reference No. 2

Customer	Name: City of Pittsburgh		
Contact Individual	Gwen Moorer	Phone Number	(412) 255-2653
Contract Amount	$4.5 Million	Year:	2009-2012
Description of work done	Avrio RMS Group deployed a unified citywide video management system starting with the G20 Summit in 2009 and culminating with more than 250 cameras running over a wireless network including license plate recognition, mobile cameras for river rescue boats and integration of existing private and public cameras throughout the city.		

3.5 Reference No. 3

Customer	Name: City of Denver		
Contact Individual	Lt. Ernie Martinez	Phone Number:	(720) 913-6856
Contract Amount	$2.5 Million	Year:	2008-2012
Description of work done	Avrio RMS Group deployed a wireless mesh and point-to-point backhaul to support a citywide video surveillance system. The system was deployed ahead of the 2008 DNC and subsequent phases brought the camera count to over 125 cameras across the city.		

3.6 Qualifications and References Signature

STATE OF CALIFORNIA, COUNTY OF _____

I am the President of Avrio RMS Group, the Proposer herein. I have read the foregoing statement and know the contents thereof; and I certify that the same is true of my own knowledge, except as to those matters which are herein stated upon my information or belief, and as to those matters I believe to be true.

Executed on May 8th, 2012 at 3 N. Harrison St, Easton MD

(date) (place)

I declare, under penalty of perjury, that the foregoing is true and correct.

_____

Signature of Proposer

MV00173735

4. Scope of Work

Avrio RMS Group is proposing a turnkey wireless citywide camera surveillance network which includes a mixed of pan-tilt and zoom (PTZ) and fixed focus cameras running on a high-speed wireless network. This solution includes all equipment, installation, and training along with maintenance that meets the specifications and many of the proposed camera locations specified on City of Moreno Valley's RFP #TT 11/12-10 project.

The approach Avrio RMS Group is recommending leverages the Fluidmesh MITO Series Radios with the performance of high-speed backhaul radios from Redline, and the capacity of high-speed licensed and unlicensed microwave backhaul radios from BridgeWave. In addition, we are recommending a high-end video management solution composed of highly scalable enterprise class servers running ONSSI's Ocularis video management software. Avrio RMS Group has deployed this solution or very similar configurations in cities across the country including the City of Buffalo, the City of Bayonne, the City of Pittsburgh and County of Fresno.The focus of Avrio RMS Group's design for the City of Moreno Valley resides in achieving high-speed connectivity to ALL locations via a mixed of wireless and fiber connected camera enclosures while providing the City with connectivity to these and many other locations via the City's future fiber backbone.

4.1 Infrastructure Component Descriptions

This section describes the essential features of the major hardware and software components of the system.

Avrio PoleCam

Three different PoleCam enclosure configurations are proposed for this project. Table 1 identifies the types of PTZ and Fixed camera configurations used at each location per phase. You will also note the types of quantities of the three portable "camera system" included as part of the proposal. These enclosures will be configured with one Axis Q6032-E PTZ camera, and one or two Axis P1347-E Megapixel (MP) Fixed Camera according to the location requirements.

Each PoleCam incorporates the switching and radio electronics with the Axis IP video cameras, the system is ideal for outdoor video surveillance applications. Designed for rapid deployment, the PoleCams houses the rugged switching fabric and power over Ethernet (PoE) devices for both the fiber and wireless radio connectivity. The diagram below illustrates the configuration for the one PTZ camera and the 2 Fixed cameras proposed for the City of Moreno Valley. This is the integrated unit that is currently installed and operational in many cities throughout around the country.

The Avrio PoleCam is part of the overall PODSS (Portable Outdoor Digital Surveillance System) approach and is an integrated enclosure, camera, and wireless system complete in one package. The all-aluminum enclosure is weather proof, lockable, and NEMA 3R rated. The PoleCam protects and conceals its cabling and equipment, which includes:

- Power over Ethernet power supplies for the cameras, radios and other peripherals

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- An exhaust fan for heat removal behind an aluminum screen and louvers and covered to prevent salt water aerosols from entering
- An AC surge arrestor and AC line noise filter to protect equipment is in front of the power outlet
- A hardened DIN rails switch with up to eight Gigabit Ethernet powers and up to four SFP slots for single or multimode fiber. Spare Ethernet ports allow for the addition of more cameras and network appliances as well as an Ethernet service port
- An on/off switch is also under the lid enabling power to be removed from all the equipment for servicing

With the utilization of the PoleCam, Avrio RMS allows for future expansion within the enclosure for locations that might require options such as;

- Ruggedized mini-computer for local recording and storage
- A high power Wi-Fi AP with WPA2 encrypted and optional WiMax capability for mobile applications, for connected Portable cameras to the network, for police connectivity from a patrol vehicle, or for access for maintenance purposes
- 3G/4-LTE Mobile modem access
- Gunshot detection smart sensor systems
- License plate recognition (LPR) cameras or other fixed or PTZ cameras

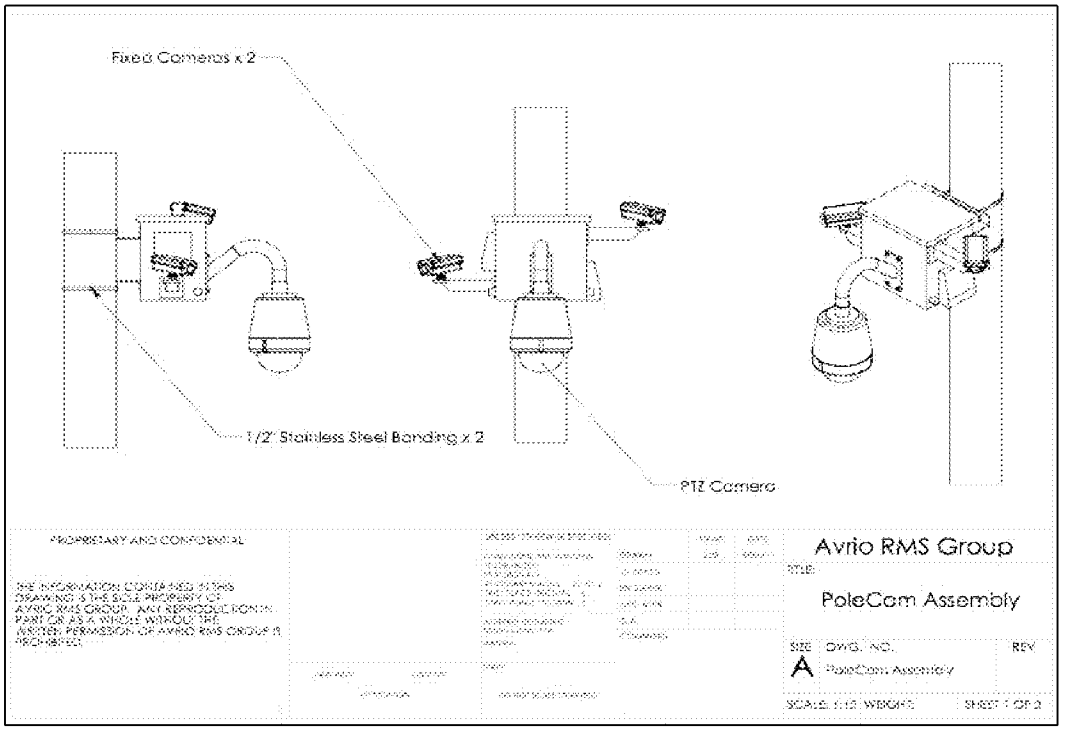

Figure 1: Avrio PoleCam

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	Enclosure Configurations		
Location	One PTZ plus (2) Fixed PoleCam	(2) Fixed Cameras PoleCam	One Fixed Camera PoleCam
PHASE 1	●	●	●
PHASE 1a	●	●	
PHASE 2	○		
LATER PHASES			
Green	●		
Purple	●		
Grey	○		
Portable Units	1	1	1

Table 1: PoleCam enclosure configurations proposed by Avrio RMS for this project

PTZ Camera - Axis Q6032-E

For the PTZ camera role, we propose the Axis Q6032-E PTZ network dome camera. This camera employs the H.264 codec with zoom capabilities of 35X optical and 12X optical. License plates can be read from a distance of 160m (525ft) and can distinguish make, color, and number of people in a vehicle passing through the view of the camera. This camera has a fast and precise pan/tilt response with tilt capabilities that extend 20° above the horizon for a total tilt range of 220°. This range in tilt enables better views, especially over uneven terrain and street level conditions.

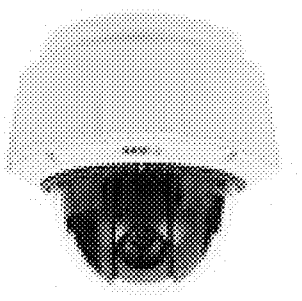

The Axis Q6032-E PTZ camera's low light performance makes this camera an excellent choice for citywide surveillance.

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Key Features

- 35x optical zoom and 12x digital zoom
- 128X wide dynamic range
- D1 video quality resolution
- H.264 encoding for efficient use of bandwidth and storage
- 30/25 fps (60/50Hz) in all resolutions
- 220 degree tilt (20 degree above horizon) with 360° endless panning
- Operating Temperature: -40° F to 122° F
- Private Masking capabilities
- Outdoor ready

Fixed HDTV MP Camera – Axis P1347-E

For the Fixed camera, we propose the Axis P1347-E HDTV Megapixel (MP) camera. Every PoleCam configuration includes up to two of these cameras based on the specified area of coverage. This top-of-the-line, 5 Megapixel (MP) outdoor-ready network cameras performs at HDTV resolutions of 1080p. Its precise iris control and H.264 code compression is highly suitable for citywide surveillance where a large coverage area requires extreme detail identification of objects, persons, and vehicles. Its 1/2.5" camera image sensor is capable of covering a four lane intersection while providing all the details needed from each lane of traffic on its view.

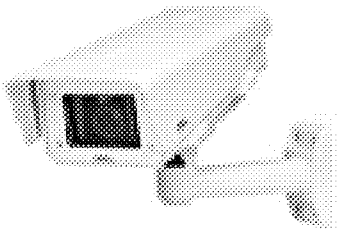

This camera can also deliver 3 MP and 2 MP 4:3 (1600x1200) frames at up to 30 frames per second (FPS) plus support for Motion JPEG.

Key Features

- 3.5 - 10 mm day/night Varifocal lens
- 5 MP resolution HDTV 1080p (2560x1920) resolution
- H.264 encoding for efficient use of bandwidth and storage
- Operating Temperature: -22° F to 122° F
- Outdoor ready
- Two-way full-duplex audio support
- ONVIF compliant to ease integration with a wide range of video management system

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Fluidmesh 1100 MITO Series Radios – Access Radios

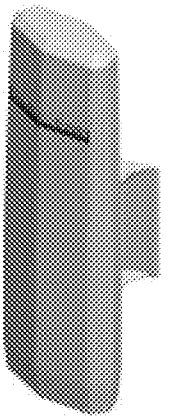

The Fluidmesh MITO Series radios are tri-band wireless Ethernet that offer a unique 2x2 MIMO solution with Ethernet capacities of up to 100Mbps via software plug-in. These radios can operate in the 4.9 GHz and in the 5.1-5.8 GHz with modulations of up to 300 Mbps. These small form factor radios offer integrated directional antennas which do not require the need for coaxial cables, lighting arrestors, and grounding for each radio. Not having to install external antennas at every location is a big advantage for the City as it can easily convert a wireless Fluidmesh location to a fiber location within minutes and relocate these resources at other locations with ease.

The Fluidmesh radios employ a high performance 'intelligent' transmission protocol that overcomes the limitations of standard license-free protocols of other products while delivering a higher level of reliability for data, video and voice.

These radios can be configured in either a mesh ring – loop, point to multipoint configuration (PMP), or point-to-point (PTP) configuration. Point-to-point topology and point-to-multipoint configurations will be used throughout the City PoleCam locations to achieve the highest bandwidth possible for current and future camera requirements all areas.

Several street backhaul locations, depicted in the design by YELLOW dots, will utilize these radios configured back-to-back as PTP as to extend or redirect the RF signal from one PoleCam or node location to the next. Various rooftop mounted installations will also include the deployment of these small form factor radios to provide client (PoleCam) radio connectivity.

Key Features

- Tri-band Operation:
  - 5.15-5.25 and 5.725-5.825 GHz (US, FCC)
  - 5.470 – 5.725 (Europe, ETSI)
  - 4.940 – 4.990 GHz (US, FCC)
- Modulation: OFDM (BPSK, QPSK, 16-QAM, 64-QAM (up to 300 Mbps)
- Antenna Beamwidth: 43°(H-pol), 41°(V-pol), 15°(Elevation)
- Power Consumption: 8W (passive PoE 15VDC)
- Ethernet Capacity up to 100Mbps via software plug-in
- Wind Survivability: 120 mph

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Redline Backhaul Radios

The Redline Series of backhaul radios offer the highest speed radios with the lowest low latency characteristics of any radio in their class. Redline radios were built with video surveillance in mind offering excellent capacity, multicast support, wire speed processing power, metadata prioritization, and plenty of buffers to cache burst video frames. Three types of Redline backhaul radios will be used in this project and will serve as the high-speed radios for this project. Their selection per location is based on the distance and capacity requirements at each location.

Avrio RMS Group will perform a spectrum analysis at each high-speed radio backhaul to determine the frequency range requirements for each location prior to deployment.

Redline AN-80i

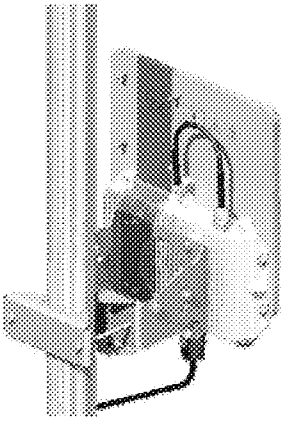

The Redline AN-80i delivers up to 90 Mbps of Ethernet data rate in the PTP configuration and 48 Mbps in the PMP configuration, which is the highest in its class. These radios offers the best The AN-80i can process video packets at over 176,000 PPS (packets/sec) with a latency of less than 3ms when configured as PMP, and less when configured as PTP. A lower latency value improves the video analytics (i.e., LPR, gunshot detection, etc) and a fast and smooth PTZ response.

Key Features

- Low latency: <3ms
- Range of frequencies:
  - 4.9 – 5.8 GHz
  - 3.3 – 3.8 GHz (3.65 GHz FCC)
- Ethernet Data Rate: up to 90 Mbps at PTP; up to 48 Mbps at PMP
- Antenna Beamwidth: 43°(H-pol), 41°(V-pol), 15°(Elevation)
- Processing Speed: 176,000 PPS (packets/sec)
- Operating Temperature: -40° F to 140° F

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Redline RDL-2000

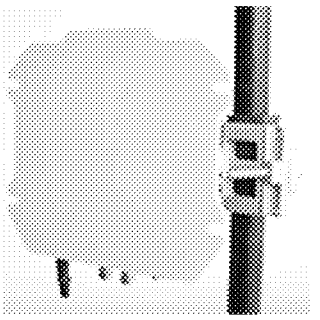

The RDL-2000 PTP broadband radio supports up to 200 Mbps wireless data rate with 2 x 2 MIMO for wire-speed Full Duplex 100Base-T. Its low end-to-end-latency of less than 2ms and adaptive modulation and coding makes this radio the perfect choice for the middle-mile locations where the highest capacity expansion is a must. Several of these radios will be used to aggregate various access links to the core uplink radio location.

BridgeWave BW80 Microwave Core Radio

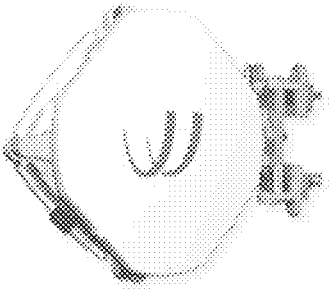

Included in this proposal is one BW80 high-speed 80GHz microwave licensed radio link with an initial capacity of 125 Mbps. This radio operate at full-rate, full-duplex and can be upgraded in steps to up to 1000 Mbps via software keys as budget and additional requirements allow. This carrier-grade radio link provides up to 99.999% availability over a highly secure narrow beamwidth antennas. These narrow beam (<2 degrees) allows these radios to be co-located without interference with other radios. Avrio RMS has deployed this radio in many cities around the country with excellent results.

4.2 Wireless Network Design

The core citywide camera network backbone design proposed for the City of Moreno Valley takes into consideration the existing city fiber backbone and a future conversion from a wireless core to fiber. Our design, as depicted by the drawings in Appendix A, demonstrates the feasibility of connecting to every camera in every phase of the project today wirelessly while interfacing to several fiber POP (point-of-presence) possible splice locations on the **RED** and **DARK GREEN** fiber paths. The proposed design is composed of various wireless and wired networks interconnected at several strategic locations throughout the city to form a highly scalable and resilient citywide camera network capable of supporting and expanding into almost every corner of the city.

Avrio RMS identified three possible Fiber POP locations that can be used as uplink to the city camera network. These locations and the cameras it will serve are depicted in table 2 below.

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Fiber POP Location	Address	Fiber	Camera Locations Served
City Yard	15670 Perris Blvd	**RED**	19, 36, 42, 43, and 44
Cactus Ave & Perris Blvd (Street Level)	Intersection	**RED**	15, 22, 25, 41, 46, 48, 50, 51, 54, 60, 61, 83, and 84
Location 65 (Street Level)	Alessandro Blvd and & Moreno Beach Dr. Intersection	**DARK GREEN**	20, 21, 23, 26, 55, 63, 65, 66, 73, and cameras at Park locations 32, 33, and 34

Table 2: Fiber POP locations proposed by Avrio RMS for this project

Table 3 below identifies the proposed building locations where wireless radio equipment is to be rooftop mounted if approved. The list of equipment to be installed at each of these locations is also identified in table 3 below and the affected phase locations.

Building Name	Address	Equipment to Install	Affect Phases
City Yard	15670 Perris Blvd	(1)AN-80i radio, (1)FM-1100 radio	1, 1a, 2
Waste Management Co.	17700 Indian St	(4) FM-1100 radios	1a, 2
Fire Station #58 (Auto Mall)	28040 Eucalyptus Ave	(1)AN-80i radio, (2)FM-1100 radios	1a, LP-Gray
Rancho Verde High School	17750 Lasselle St	(2)FM-1100 radios	2
City Water Reservoir	East Moreno Valley	(1)RDL-2000 radio, (1)AN-80i radio, (1) FM-1100 radio	1, 1a, LP-Green, LP-Purple, LP-Gray
Fire Station #6 (Town Gate)	22250 Eucalyptus Ave	(1)FlexPort23 µwave radio, (2) FM-1100 radios	1, 1b, 2
Fire Station #2 (Hemlock) New Monopole Tower	24935 Hemlock Ave	(1)FlexPort23 µwave radio, (3)RDL-2000 radios, (3)FM-1100 radios	All Phases
Sketchers Factory	29800 Eucalyptus St	(1)AN-80i radio, (2)FM-1100 radios	1b, LP-Gray
The Festival Shopping Ctr	Hemlock Ave	(2)FM-1100 radios	1, 2
Riverside County	26520 Cactus Ave	(1)BW80 µwave radio,	1, 2,

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Building Name	Address	Equipment to Install	Affect Phases
Regional Medical Center		(1)AN-80i radio, (3)FM-1100 radios	LP-Green
Kaiser Permanente Moreno Valley Medical Ctr	27300 Iris Ave	(2)FM-1100 radios	1
Moreno Valley College	16130 Lasselle St	(1)AN-80i radio, (3)FM-1100 radios	1, 2
Emergency Operations Center	22870 Calle San Juan De Los Lagos	(1)FlexPort23 µwave radio, (1)AN-80i radio	All phases

Table 3: Wireless Backhaul building locations proposed by Avrio RMS for this project.

In addition, several street pole level backhaul locations are proposed to facilitate connectivity between two distant radio nodes or between non line of sight locations. Table 4 below identifies these locations.

Backhaul Location	Intersection	Equipment to Install	Connects Locations
Iris Ave & Los Cabos Dr	South East corner	(2)FM-1100 radios	20 and Park cameras 24
Alessandro Blvd & Pepper St	South East corner	(2)FM-1100 radios	17 to BH to 14
Alessandro Blvd & Courage St.	North West corner	(2)FM-1100 radios	14 to 85 and BH to 17
Veteran's Memorial Park Light Pole (Cell-site)	Park North West corner	(2)FM-1100 radios	15 and 25
Heacock St (South of Meyer Dr)	East side	(2)FM-1100 radios	25 and 84
Perris Blvd & Filaree Ave	South West corner	(2)FM-1100 radios	15 and 83
Hemlock Ave & Kitching St	South West corner	(2) FM-1100 radios	74 and 75

Table 4: Street Pole Wireless Backhaul locations proposed by Avrio RMS for this project

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4.2.1 Core Wireless Network

The proposed wireless core is composed of three BridgeWave FlexPort23 microwave links and two BridgeWave BW90 microwave links. Please refer to Appendix A for the diagram of the Core High Speed Network proposed. Connectivity from one of the towers in the Box Springs antenna site to the city core locations below include the deployment of one BridgeWave FlexPort microwave link to each of the following three sites;

- Emergency Operations Center (EOC) building rooftop
- Fire Station #2 new 40' Monopole
- Fire Station #6 rooftop

An aggregate of 294 Mbps is calculated for the link between the Box Springs Tower (BST) and Fire Station #2. An aggregate of 57 Mbps is calculated between the BST and Fire Station #6, and an aggregate comprised of all the uplink camera traffic from the city camera network calculates to over 350 Mbps between the BST and the EOC core location.

Connectivity between the Fire Station #2 monopole and the East Valley Water Reservoir will be achieved with the use of a BridgeWave BW80 microwave radio link. The aggregate capacity for this link is 63 Mbps. Another BW90 link will be used to extend the city Fiber backbone from Phase 2 location 65 to the rooftop of the Riverside County Hospital.

Avrio RMS is including all conduit rooftop and tower copper/Fiber Ethernet cabling to connect the camera wireless and wired networks for all rooftops and street level locations. Connectivity at the EOC includes Ethernet extension to nearest IDF communications closet.

Core Option B – Box Springs Tower Bypass

Depicted in the Core High Speed Network diagram are two **LIGHT PURPLE** dashed lines that indicate a possible core network design that does not require connectivity to any tower on the Box Springs Mountain. This option will require installing an additional monopole around the EOC / City Hall complex as well as a self-supporting antenna mast at Fire Station #6. This approach provides no wireless path for all locations on the North Valley. An option for the North Valley cameras following this approach may consist on 3G/4G equipped PoleCams. These will not be running at the required 15-30 FPS. This approach is not quoted as part of this proposal but is a viable option if the City cannot facilitate a lease at a Box Springs tower that can achieve a microwave line-of-sight to the core city sites defined on the section above.

4.2.2 Backhaul Wireless Connectivity

The proposed backhaul wireless network, as defined by the drawings on Appendix A, depicts how all wireless connectivity is achieved for all cameras on all phases of the project. As part of this proposal, Avrio RMS is including all links depicted in **YELLOW**, **ORANGE**, and **BLUE** dashed lines which includes all Phase 1, Phase 1a, and Phase 2 locations. Later phases, depicted by **GRAY** color dashed lines indicate that the downlink node(s) (client nodes away from the core) are not included in this phase of the project and have not been budgeted as part of this proposal response. Nevertheless, almost all rooftop and street backhaul locations included as part

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will serve to connect to these camera locations in the future. Please refer to Tables 2, 3, and 4 for the correlation of the camera locations included with their uplink site and backhaul connectivity.

As depicted, our design is split in 8 sections of the City. Table 5 below identifies the total locations per Phase and the corresponding equipment included as part of this proposal.

	Total Locations Included			Radio Equipment Included				Parks
Networks	Phase 1	Phase 1a	Phase 2	BW80	RDL-2000	AN-80i	FM-1100	Loc
North Valley	3		2				12	29
South	1	1	3			2	10	
East Valley	2	1				2	6	38
West	1	1	2			1	9	
North Center	10	1	6		4		29	31
South East	4		4	(1) Link		2	21	32, 33, 34
Center	3		8		2		22	
West Center	3		1		1		13	30

Table 5: Street Pole Wireless Backhaul locations proposed by Avrio RMS for this project

Appendix B depicts the locations recommended by Avrio RMS Group for PoleCam and radio(s) installations at each proposed intersection. The intersection locations were determined based on the coverage specific requirements for each intersection and the availability of a street pole light at each corner as surveyed by Avrio RMS engineers.

4.2.3 City Park Networks

Avrio RMS Group is including all park locations specified on this RFP as part of our proposal. A total of 17 PoleCams equating to 41 cameras and 25 wireless radios are included in this proposal in support of the parks. Proposed locations within each park are depicted in Appendix C. The PoleCam locations proposed provide coverage to restrooms, playgrounds, and parking areas as identified by the City in the RFP. Table 5 above identifies the diagram which includes each park's connectivity up to the core. The FM-1100 FluidMesh radios are used to interconnect all of the PoleCams locations used for all parks wireless nodes

Support for full-duplex two-way audio, although not included as part of this proposal, is supported by the Axis P1347-E and has been deployed by Avrio RMS around the country. Avrio RMS has had success with the use of Sony SCA-S30 outdoor speakers and can be easily attached to any PoleCam system at any camera location.

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4.3 Video Management System

Ocularis, the IP video surveillance system of ONSSI, is a distributed, video-centric, security software platform that offers central event, user rights, video distribution and systems management. The proposed video management solution includes the base license and support for Ocularis and licenses for all the cameras included in this proposal. ONSSI can be scalable for an unlimited number of cameras and can access video recordings from multiple servers, multiple sites, and video from cameras at schools, banks, businesses, and other City departments. ONSSI supports all leading manufacturers' camera devices (over 900) and every analog camera on the market via the use of analog encoders. An unlimited number of clients are provided and includes map navigation with active camera previews and "drill" down across map layers for video viewing. In addition, the proposed ONSSI version includes shared event handling of events among multiple operators, integration to analytics, and automated push-video alerting, within others. Alerts can be configured to trigger alarms, send notifications to users, an activate outputs for video and audio alarms. Synchronized playback is an inherent feature of ONSSI and facilitates the viewing or live or recorded video simultaneously on the same timescale. ONSSI supports the video wall functionalities for one or more command and control centers which allow EOC backup centers to manage the same video smoothly under a disaster event. With ONSSI, an administrator has the ability to setup users, groups and roles that restrict user access to camera feeds, PTZ controls, etc. All user functions including access, controls, etc, are logged in ONSSI. The VMS system logs all operations. No additional licenses are required for user/client access to the system.

ONSSI provides an open-architecture with non-proprietary technology and has been designed to integrate via integration tools including Data Link Integration events, API commands, Contact Closure and more. A Software Development Kit (SDK) is available to enable integration of 3rd party components via APIs for integration to Kimley-Horn & Associates suite of products.

Although no audio capabilities were added as part of this proposal, Ocularis supports two way audio (from camera/IP device-connected microphones and to camera/IP device-connected PA system) such as the "Bogen" outdoor PA system. Audio from cameras is recorded and included in export of evidence. Audio is enabled in both live and playback mode and can be switched on and off from a menu list. Users may choose to include audio in the bookmarked video on a per camera basis and be exported as evidence.

ONSSI can also store and synchronize audio and video from any TV station broadcast when the necessary tuner and demodulators connect their signals to video encoders. Due to budgetary reasons, this portion of the RFP is not included in this proposal.

Avrio RMS Group has developed and deployed SensorScene™, Avrio RMS' internally developed middleware software which allows "sensors" and alarms to integrate and interface with many CAD systems. Such integration includes acknowledgements by the CAD system to alarms generated by external systems (e.g. gunshot detection, radiation detection, email) with the ability to accept a CAD record with a link to the preserved video from the Ocularis platform.

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This proposal includes a total of **216** ONSSI camera licenses and their support which covers all the cameras included in this proposal.

Servers and System Management

Avrio RMS Group is proposing **five** Pivot3 12TB (terabyte) high-definition servers and storage appliances with expansion capabilities for additional servers and storage with self-healing failover capabilities. The system will runs Windows Server 2003 64-bit and host the ONSSI Ocularis video management platform. These servers are rack-mounted and will be installed at EOC's preferred location.

Avrio RMS Group engineers will work with the City's IT Department to configure the VMS for network operation over the City's LAN.

Community Room Public Viewing Station

Avrio RMS Group is including one Dell Workstation running the Ocularis client with a software-based "kill" button that will disconnect the user from viewing the video immediately after the button is pressed.

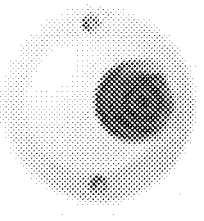

One Axis M3114-R HDTV (high definition) rugged fixed dome is included and will be installed in the monitoring room to facilitate the view of events within that area. This camera has a 2mm wide lens with a resolution of 1MP (1280x800) and can stream at 30 fps full rate in H.264 compression. This camera will be powered via PoE.

4.4 Project Management and Communication

Throughout the project Avrio RMS Group will provide a project manager as a single point of contact that will facilitate communication between internal resources and with the City's designated engagement consultant. The project manager will provide weekly, or as needed, written status reports and conference calls to discuss the project's progress. Additionally, the project manager will be responsible for managing documentation flow during the project ensuring that the designated personnel are working with the correct documentation at all times and will assign a designee to be available to attend the Community Advisory Meetings at the police department.

TESTING (INSTALLATION, USER ACCEPTANCE TESTING, AND PRODUCTION PERFORMANCE)

We implement testing in overlapping stages:

1) <u>Component and Assembly Testing</u>
   We test each component of every PoleCam we assemble during the assembly process to minimize the number of component failures at installation time. Additionally, we test all functions of the assembled PoleCam to detect assembly defects prior to installation.

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We extend this testing philosophy to all components of the system – Servers, Storage Arrays, and Radios.

2) Installation Testing
To the extent possible, we repeat the Assembly Testing as soon as the component is installed.
3) Subsystem Testing
When all the components comprising a subsystem – an entire mesh area, hard wired links, and server storage array – have been installed and configured the subsystem is tested to detect configuration and connection errors as soon as possible in the installation process.
4) Systems Testing
Prior to user Acceptance testing, the complete system is fully tested to reveal errors prior to user testing.
5) User Acceptance Testing
In cooperation with the County, all system functions will be tested with County personnel acting as operators. This has the advantage of testing the training.

These testing steps overlap and repeat until all errors are discovered and corrected.

PROCESS IMPROVEMENT

Avrio RMS Group's sole business is providing best of breed wireless network video surveillance solutions. There is no single technical solution that fits all customers -- we understand that every system that we deliver will be custom. In addition, we understand that we need to pay close attention to the requirements of the project but also know that we will also be able to contribute our expertise to deliver much more than the minimum. Some of the attributes to custom oriented solutions are:

a) Vendor agnostic. We have preferred equipment and software manufacturers but do not solely promote any one manufacturer. An excellent example is that we are certified to install four brands of video management software including Pelco, Milestone, ONNSI, and Genetec.
b) Open IP architecture. We always stress to customers the importance of an open IP architecture. In other words, the VMS must have a Software Development Kit for integration into other software platforms, the network should be comprised of off the shelf equipment that is non-proprietary, wireless and wired networking equipment should be Ethernet based (not proprietary), and documents and standards should be either defector or of recognized standards organizations. For example, documents delivered in PDF or DWG, and standards such as IEEE or ETSI.
c) Adaptability, experience, and creativity. There is no other wireless surveillance integrator with more large scale projects than us. One aspect of our success is our ability to adapt to changing customer needs and helping our customers get the most of their investment. As an example, in St. Paul MN, we are leveraging and expanding on the wireless network to

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additionally provide archiving of in-car police video through an automatic wireless upload process. This will eliminate the cumbersome process of manual export of video from police vehicle DVRs thereby potentially saving the police department hundreds of thousands of dollars in additional labor costs of the lifespan of the equipment.

d) Maintenance Contracts. Often we our contractually obligated to maintain the networks that we build for customers. It would be foolish for us to deliver an inferior product that requires continual maintenance because of the ongoing labor costs involved. It is in our best interest to always deliver a network that is low maintenance, reliable, and that exceeds customer expectations.

4.5 Maintenance and Support

This proposal includes one year of free maintenance and support. During the maintenance term Avrio will:

- Repair or Replace any failed component needed to restore the system to full operation.
- Provide 24-7-365 Help Desk support with a 4 hour maximum response time for critical repair issues.
- Provide a sparing solution, whereby critical spares inventory is maintained at local facility.
- Advanced RMA for all parts.
- Extended warranty for all system components.
- Remote diagnostics and troubleshooting (requires remote access to system)
- All software and hardware patches and firmware upgrades.

Project Plan			
Milestone Description	**Duration**	**Start**	**End**
Proposal Awarded – June 12th or 26th	**1**		
Milestone #1 - Detail Design & Signoff / Order / Begin PoleCam Production	20	7/2/2012	7/30/2012
Milestone #2 – Monopole, rooftops, tower equipment installations	30	7/30/2012	8/31/2012
Milestone #2 - Installation and Integration of Wired Infrastructure and Head End Equipment	20	9/3/2012	9/28/2012
Milestone #3 - Installation of PoleCams, Wireless Infrastructure and VMS Server	50	9/17/2012	11/16/2012
Milestone #4 - System Testing and Training	5	11/19/2012	11/23/2012
Milestone #5 - Post Installation Documentation /Moreno Valley Project Signoff	5	11/26/2012	11/30/2012

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Table 6: Project Plan

4.6 Training Plan

Training will be delivered as part of the overall solution. End user training will primarily be focused on operating the system and using the monitoring client. Topics include log in, monitoring, controlling PTZ functions, understanding hot spots, working with folders and views, browsing, searching archived video, etc. In addition to end user training, system training will cover basic administrative capabilities of the ONSSI system including camera settings, motion configuration, archive settings, etc. Lastly, system administrator training will cover basic aspects of user management and troubleshooting. Avrio RMS will provide a total of 40 hours of training inclusive of camera systems, video management systems, portable camera setup and configuration, and field training. All materials necessary for the training class will be provided.

4.7 Project Team Qualifications

The following is a high-level organization chart for the individual roles on the project team proposed.

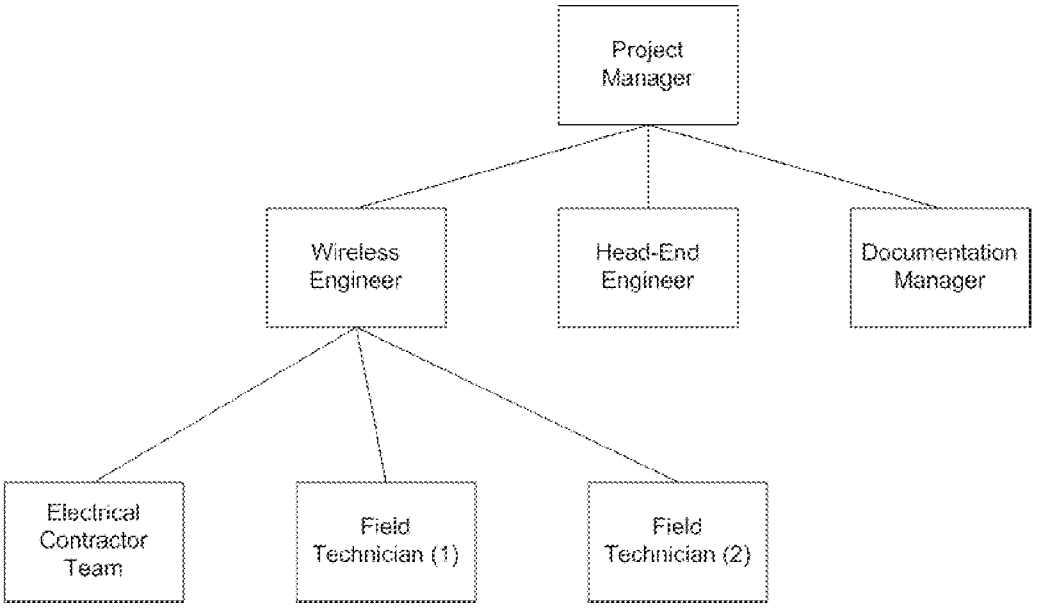

Figure 2: Project Team Structure

The following lists the proposed team members and their background:

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PAUL KARASZ
Solution Manager

Paul is a senior level engineer and project manager performing the role of Solution Manager for Avrio RMS Group for key clients across the United States and Caribbean. Paul is experienced in the successful deployment and remediation of complex Integrated IT solutions involving multiple technologies and vendors where typical challenges require a unique combination of diverse IT skill sets, scientific troubleshooting, and the ability to motivate teams. Prior to joining Avrio RMS Group, Paul was a principal consulting engineer with GTSI. At GTSI, Paul was the primary engineer responsible for delivering on wireless video and in-car video systems for the company. Paul has over 15 years' experience in physical security and information technology industries and has deployed dozens of solutions that exceeded client expectations.

Paul maintains the following certifications:

- Cisco Advanced Wireless Field Engineer (642-631), 2012
- Cisco Certified Network Associate (CCNA, 640-802) Wireless, 2011
    - Implementing Cisco Unified Wireless Network Essentials (640-721), 2011
    - Conducting Cisco Unified Wireless Site Survey (642-731), 2011
    - Cisco Lifecycle Services for Advanced Wireless (650-621), 2011
- DataCore Certified Implementation Engineer (DCIE), 2011
- Xiotech Certified Administrator: Emprise 5000, 2011
- Hitachi Data Systems Storage Foundations Enterprise, 2010
- Hitachi Data Systems Storage Foundations Modular, 2010
- Dell Blade Server Solutions (Technical Training DBSSTT0409WBTT), 2010
- Xiotech ISE Sales Certified, 2010
- Genetec Omnicast OCT002-4.6, 2010
- Genetec Omnicast OCT001-4.6, 2010
- Panasonic Arbitrator 360 Certified Integrator, 2010
- Hitachi Data Systems Sales Foundations, 2010
- Milestone ™ Enterprise 6.5, XProtect Corporate 2.0, and XProtect Analytics 2.0 Certification, 2009
- Motorola Point to Point Wireless Products, 2007
- AirMagnet Certified Product Expert, 2007DVTel NVMS 5.0 Technical Training, 2007
- Insight Video Net CMS 3.0 Integrator Certification, 2007
- Insight Video Net CMS 2.5 Integrator Certification, 2006
- Vidient SmartCatch installation and configuration Training, 2006
- Verint nDVR SmartSight Certification, 2006
- Pelco Endura and IP Video Design (PCSD), 2006
- Pelco CCTV Training, 2006
- Object Video Partner Training, 2005

<u>Professional Credentials and Associations</u>

- Virginia DCJS Registered Electronic Security Technician

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- Virginia DCJS Registered Electronic Sales Representative

Security Clearance

- Top Secret, Active

JASON NAGY

Senior Project Manager

Mr. Nagy is a seasoned project manager with a strong technical background. Mr. Nagy has directed some of Avrio RMS Group's largest projects including the City of Pittsburgh, Ring of Steel Project. Prior to Avrio Group, Jason was the lead project manager at STS International where he contracted to Cisco for the re-architecture and design of all sales and engineering offices in the Latin America region. Responsible for planning, executing and delivering a 16 million dollar upgrade of technological, logistical and architectural services for the sales and engineering teams in the Latin America Theater to include the following countries: Peru, Costa Rica, Venezuela, Brazil, Colombia, Panama, Argentina and Ecuador. Well versed in working with the countries local and state governments in importing goods and services to the region for deployment. Maintained knowledge of culture and continuing relationships with local workforce for future deployments in the region.

He has handled all aspects of project management as it relates to internal technical infrastructure changes and upgrades for Cisco's sales offices, data centers and campuses. These upgrades include; hardware, software, networking changes, next generation wireless video implementations, VoIP, video conferencing and more. Many of their campus locations required a primary fiber optic link between buildings, with a secondary wireless broadband network built in for redundancy purposes. He managed the budgets, staffing, field engineers, customer satisfaction, accountability and project completion and assurances. Mr. Nagy is a certified Project Management Professional (PMP) with additional certifications including ISO: 90001:2000 and CCNP.

PRASANNA KATTEL

Chief Technology Officer

Mr. Kattel has more than 10 years expertise in designing and deploying enterprise systems for large scale deployments. Mr. Kattel oversees all system designs and is responsible for overall resource allocation and quality of delivery.

At Avrio Group, Prasanna was instrumental in the rollout of both the Democratic National Convention security system and the Republican National Convention security system. He was responsible for all IT related design, procurement, configuration, installation and integration within existing government IT infrastructure. Prasanna is certified in Genetic Omnicast as well as ONSSI, the world's leading video management software platforms.

Prior to Avrio Group, Prasanna has deployed complete Cisco networking and Vo-IP environments for multi-million dollar organizations. In addition, Mr. Kattel has deployed video surveillance solutions including IP and analog cameras for customers around the country. Mr.

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Kattel's knowledge of both software and hardware IP-based systems including ONSSI, Genetic, AutoVu and Agent VI for content analysis provide the necessary foundation to ensure quality delivery of complete turn-key solutions.

Mr. Kattel holds a masters degree in Information systems technology from George Washington University.

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5. Workers' Compensation Insurance Certificate

The Proposer acknowledges that Sections 1860 and 1861 of the California Labor Code require every contractor to whom a public works contract is awarded to sign the following statement:

> I am aware of the Provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provision of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

By: _____

Date: _____

Title: _____

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6. Independent Contractor Agreement

The Proposer acknowledges the terms set forth in this portion of the RFP, including that this Agreement is made by and between the City of Moreno, California, a municipal corporation, hereinafter referred to as the "City" and the following named independent contractor, hereinafter referred to as the "Contractor," based upon City policies and the following legal citations:

A. Government Code Section 5306 authorizes the engagement of persons to perform special services as independent contractors; and
B. The Public interest, convenience necessity and general welfare will be service by the Agreement.
C. This Agreement is made and entered into effective the date that the City signs this Agreement.

6.1 Contractor Information

Contractor's Name:	Avrio RMS Group	
Address:	3 North Harrison Street	
City: Easton	State: MD	Zip: 21601
Business Phone:	Fax Number:	
Other Contact Number		
Business License Number		
Federal Tax I.D. Number		

6.2 Contractor Services, Fees and Relevant Dates

A. The Proposer acknowledges that the Contractor's scope of service is described in Exhibit "A" attached to the RFP and incorporated herein by this reference.
B. The Proposer acknowledges The City's responsibility, other than payment, is described in Exhibit "B" attached hereto and incorporated herein by this reference.
C. The Proposer acknowledges that the Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
D. The Contractor Starting Date is _____ and the Contractor Ending Date is

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_____The proposer recognizes the City's acknowledgement that the City will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

6.3 Standard Terms and Conditions

The Proposer acknowledges and accepts the following elements of the RFP:

A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. City Indemnification. The City agrees to indemnify, defend and save the Contractor harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, Housing Authority's and CSD's employees and all claims which arise from the negligent performance or failure to perform the services or other

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obligations of the City under this Agreement, or are caused by the negligent acts of the City, Housing Authority and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. The Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

The Contractor shall procure and maintain, at its sole expense, **Workers' Compensation Insurance** in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the City, the Housing Authority and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement.

General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	$5,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$500,000 per occurrence/ $500,000 aggregate

Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/CSD/Housing Authority premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

Insurance requirements waived with Risk Manager's approval.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the

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coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

J. (a) The City may terminate this Agreement without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

(b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.

K. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit

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inspection and audit of the Contractors time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the City's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

L. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

Signature Page to Follow

MV00173760

7. Signature Page

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley	Avrio RMS Group
BY:	BY: _____
City Manager	President
	_____
	Date
	BY: _____
	TITLE _____
	(Corporate Secretary)
	_____
	Date

INTERNAL USE ONLY ATTEST:
City Clerk APPROVED AS TO LEGAL FORM City Attorney
Date RECOMMEND FOR APPROVAL
Chief of Police Date
Financial & Administrative Services Director
Date

MV00173761

Appendix A. Wireless Network Design

MV00173762

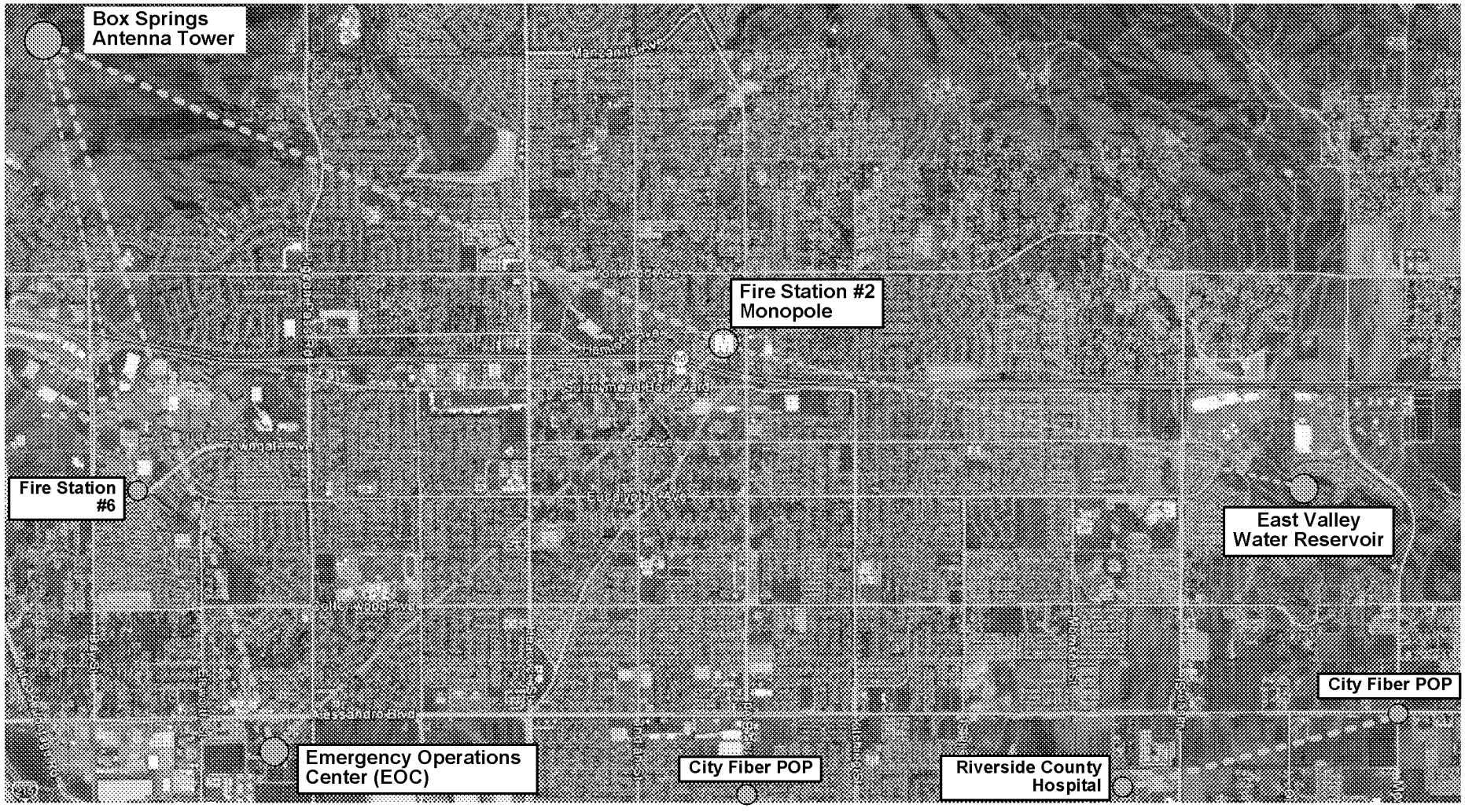

Microwave Wireless Link

High Speed Wireless Link

Core Option B
Box Springs Antenna Bypass

Microwave Wireless Link

High Speed Wireless Link

AVRIO RMS GROUP
A Carrick Bend Company

Customer:	Description:	File:	Designed by:
City of Moreno Valley	**Citywide Camera Surveillance System** Core High Speed Network	MV-Core.vsd Date May 2, 2012	AVRIO RMS Group

MV00173763

PHASE 1
PTZ + 2 Fixed Cameras
Wireless Polecam

PHASE 2
52 PTZ + 2 Fixed Cameras
Wireless Polecam

Later Phase Green
69 PTZ + 2 Fixed Cameras
Wireless Polecam

Later Phase Grey
81 PTZ + 2 Fixed Cameras
Wireless Polecam

Park Camera
Wireless Network

PMP Mesh
Wireless Link

Mesh
Wireless Link

Mesh
Future Link

Customer:	Description:	File:	Designed by:
City of Moreno Valley	**Citywide Camera Surveillance System** North Valley Network	**MV-NorthValley.vsd** Date **May 2, 2012**	AVRIO RMS Group

MV00173764

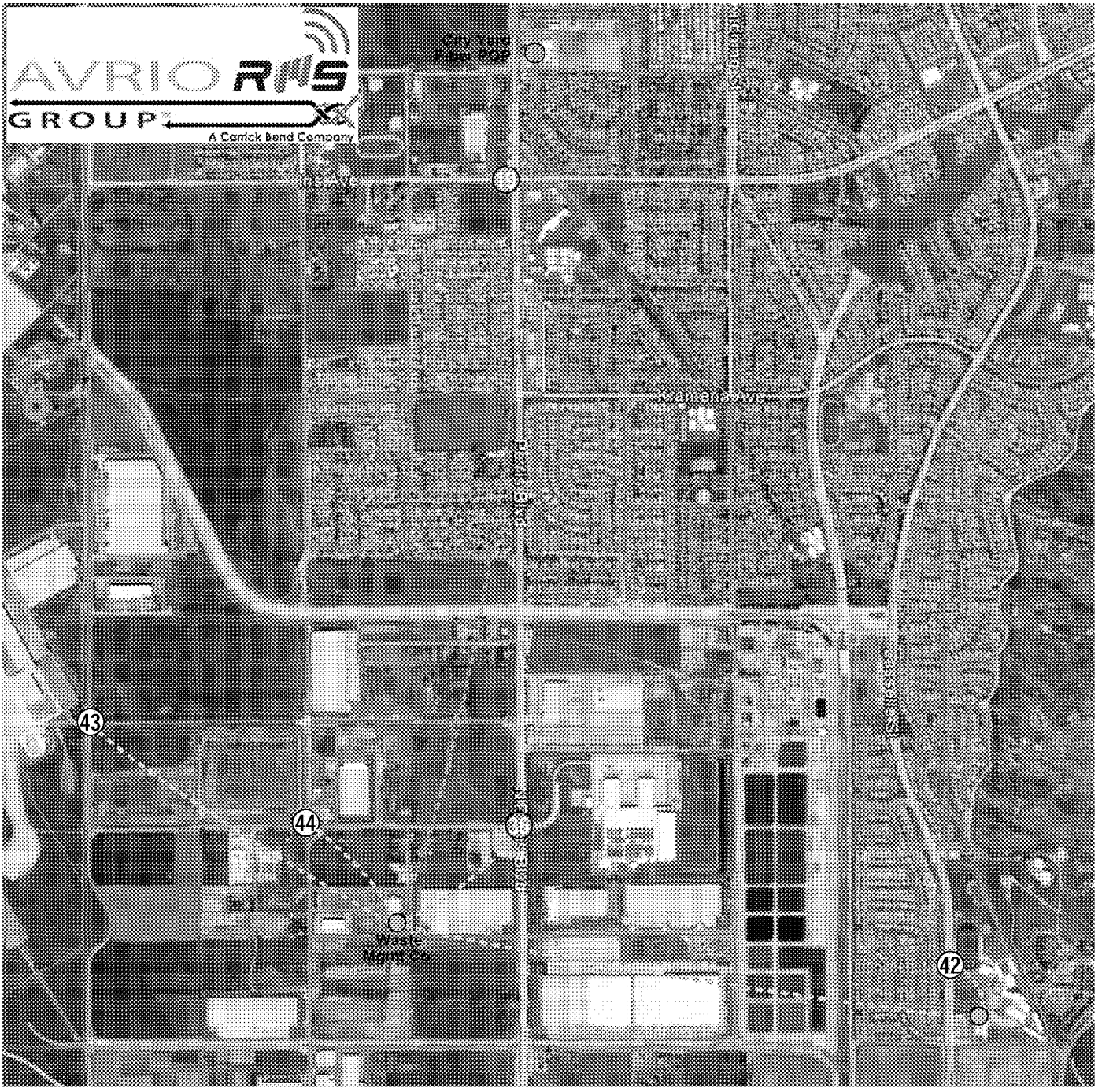

PHASE 1
PTZ + 2 Fixed Cameras
Wireless Polecam

PHASE 1a
PTZ + 2 Fixed Cameras
Wireless Polecam

PHASE 2
66 PTZ + 2 Fixed Cameras
Wireless Polecam

High Speed Wireless Link

Mesh Wireless Link

Building Backhaul

Street Pole Backhaul

Customer:	Description:	File:	Designed by:
City of Moreno Valley	**Citywide Camera Surveillance System** South Network	**MV-South.vsd**	AVRIO RMS Group
		Date **May 3, 2012**	

PHASE 1
PTZ + 2 Fixed Cameras
Wireless Polecam

PHASE 1a
PTZ + 2 Fixed Cameras
Wireless Polecam

Later Phase Green
PTZ + 2 Fixed Cameras
Wireless Polecam

Later Phase Purple
PTZ + 2 Fixed Cameras
Wireless Polecam

Later Phase Grey
PTZ + 2 Fixed Cameras
Wireless Polecam

Building Backhaul

Street Pole Backhaul

Microwave Wireless Link

High Speed Wireless Link

Mesh Wireless Link

Mesh Future Link

Customer:	Description:	File:	Designed by:
City of Moreno Valley	**Citywide Camera Surveillance System** East Valley Network	**MV-EastValley.vsd** Date **May 2, 2012**	AVRIO RMS Group

MV00173766

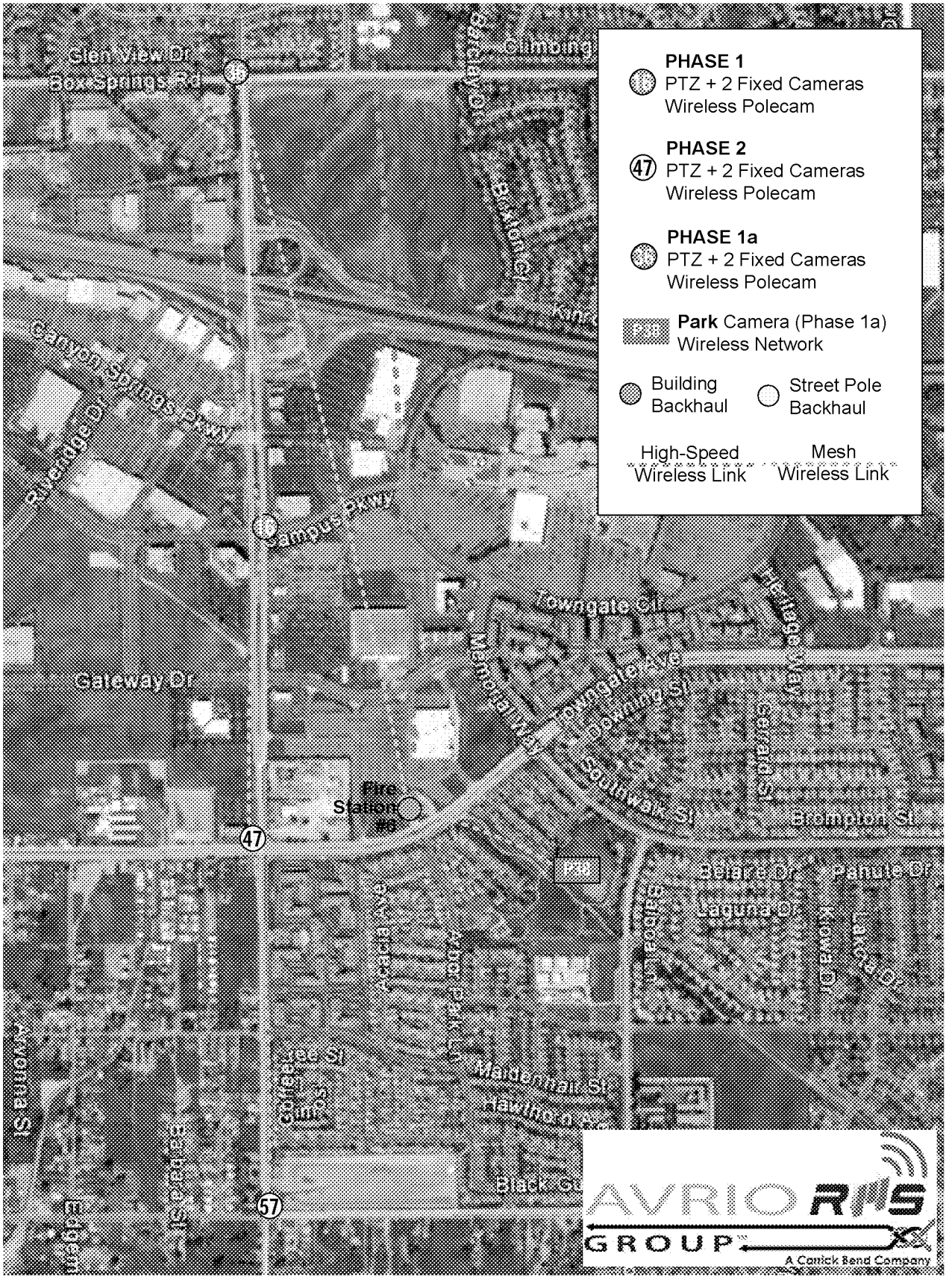

Customer:	Description:	File:	Designed by:
City of Moreno Valley	**Citywide Camera Surveillance System** West Network	MV-West.vsd	AVRIO RMS Group
		Date May 3, 2012	

MV00173767

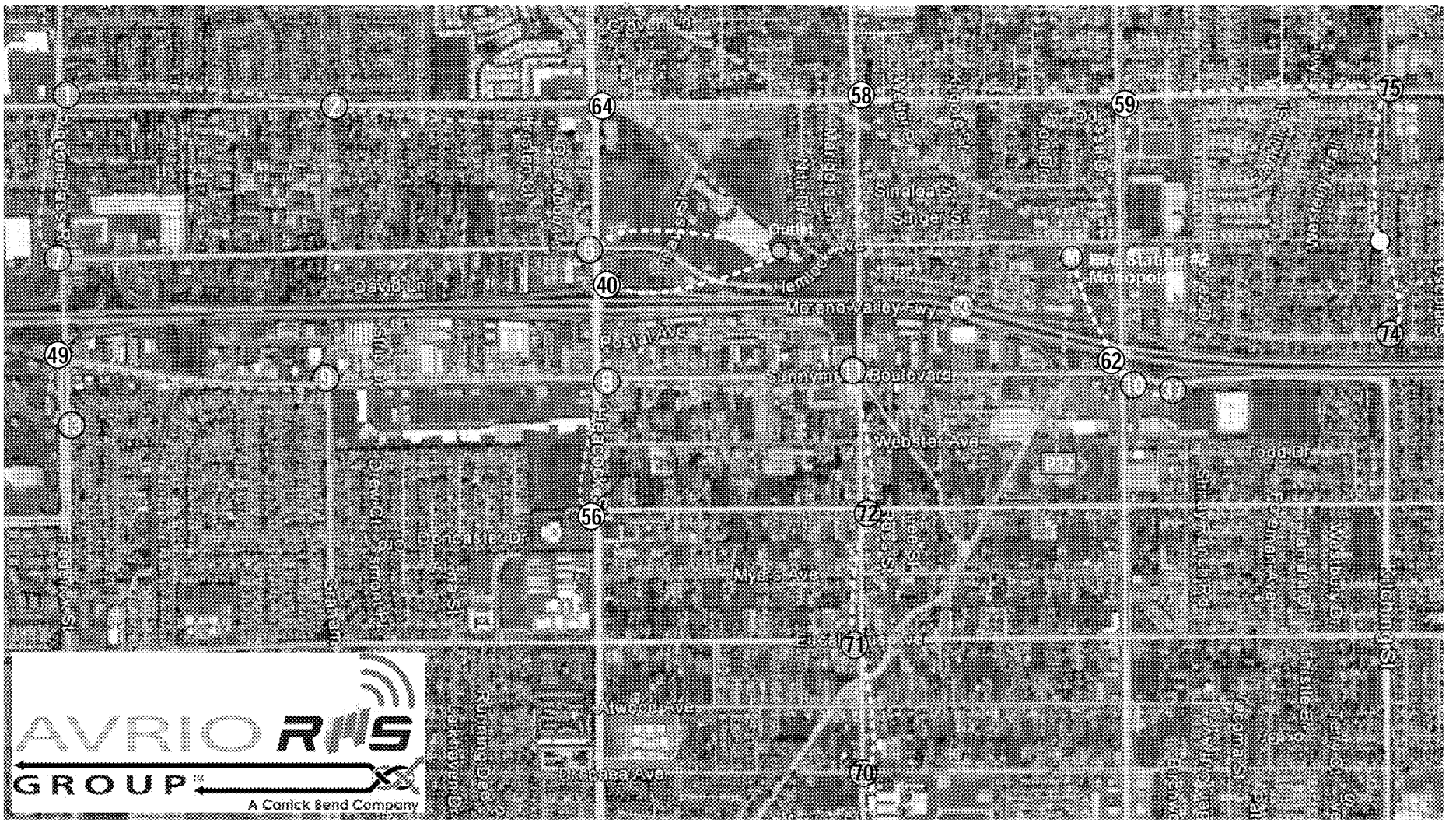
AVRIO RMS
GROUP
A Carrick Bend Company
Cactus Ave
Perris Blvd
Heacock St
Indian St
Moreno Valley Ranch Blvd
Dracaea Ave
Iris Ave
Alessandro Blvd
Cactus Ave
Nandina Ave
Dracaea Ave
Sunnymeadows Blvd
Sinclair St
Graham St
Lasselle St
Redlands Blvd
Theodore St
Frederick St
Moreno Valley Ranch Blvd
Heacock St
Indian St
Perris Blvd
Cactus Ave
Iris Ave
Alessandro Blvd

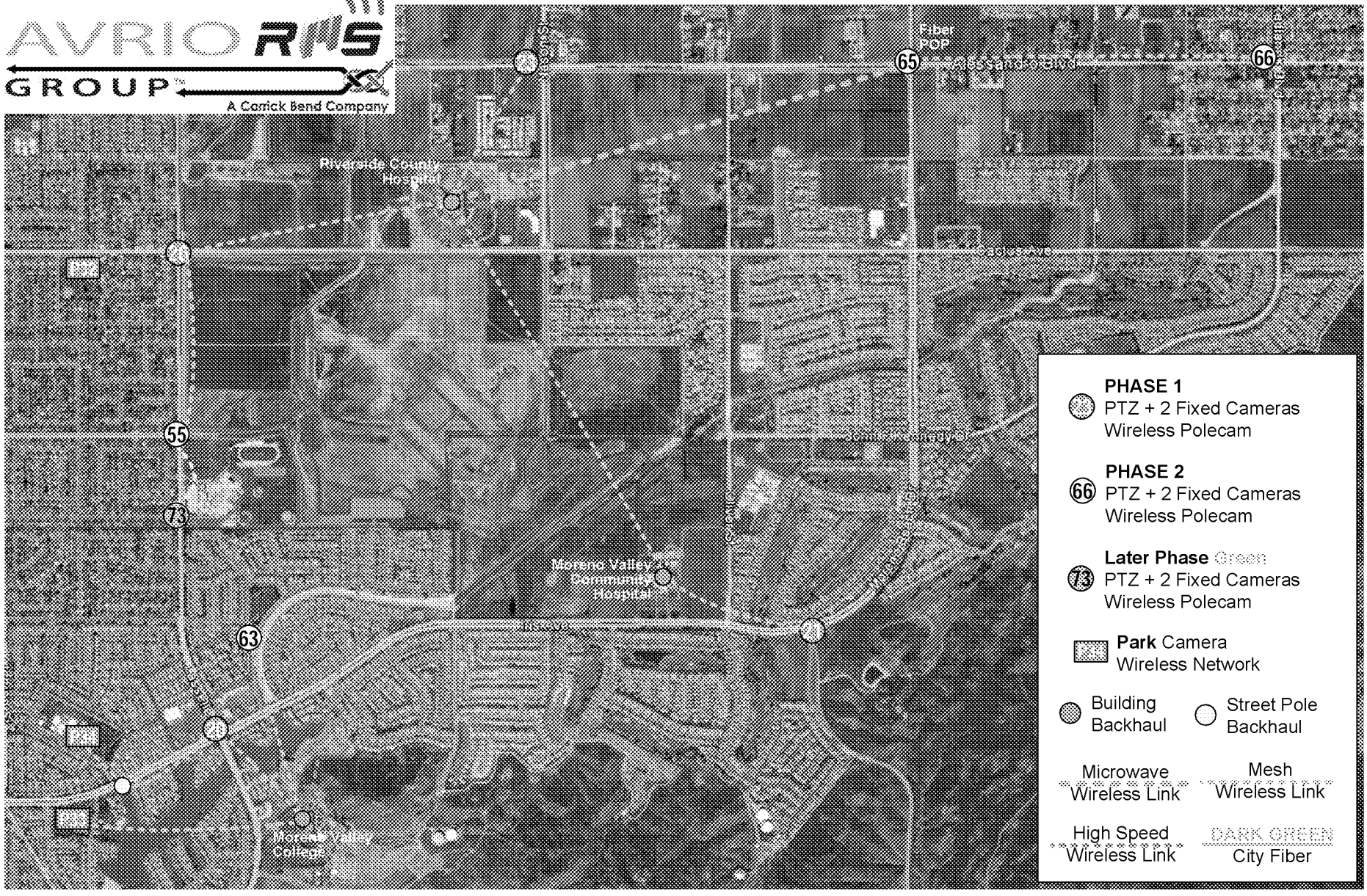

Customer:	Description:	File:	Designed by:
City of Moreno Valley	**Citywide Camera Surveillance System** South East Network	MV-SouthEast.vsd	AVRIO RMS Group
		Date May 2, 2012	

MV00173769

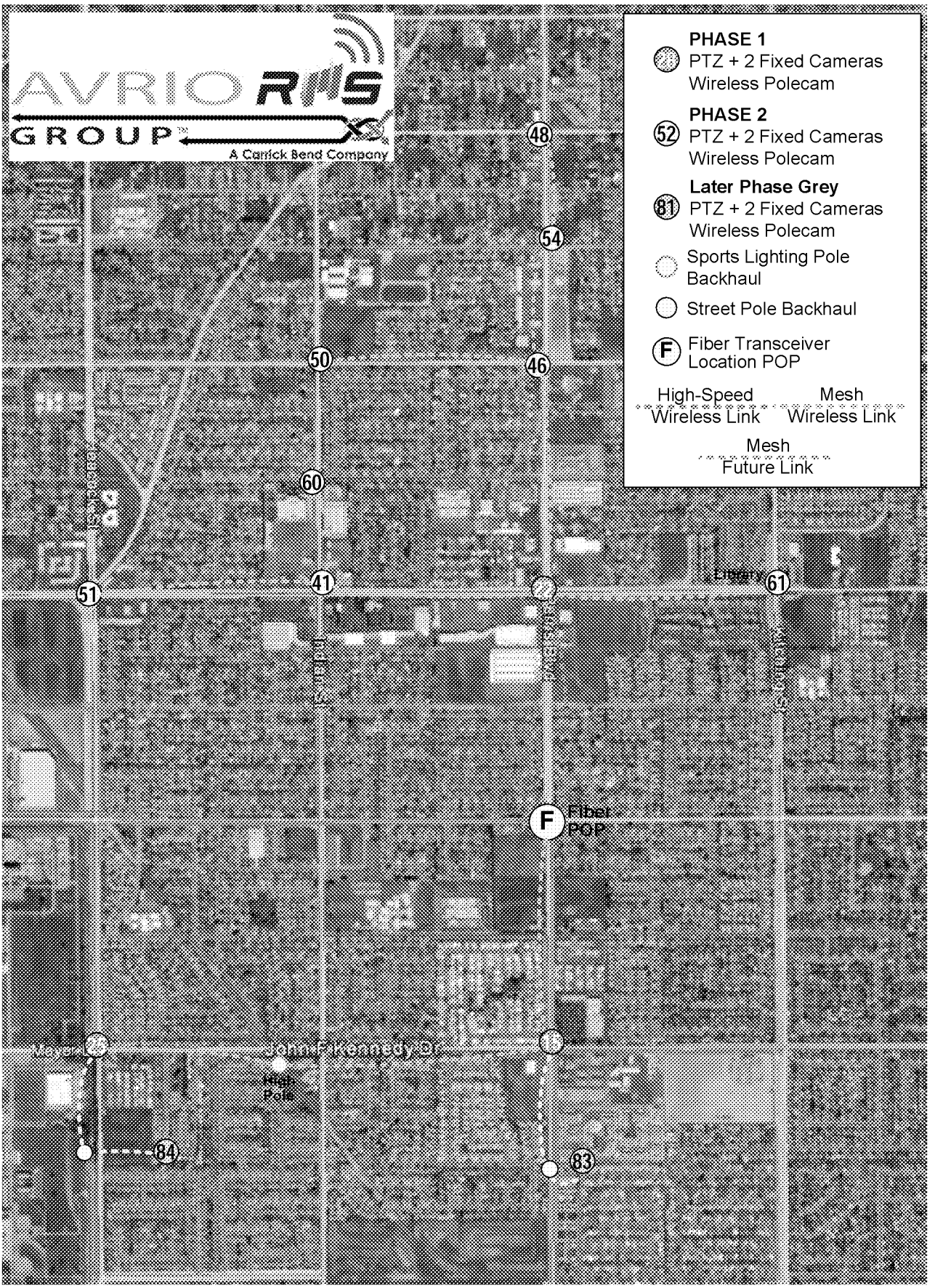

Customer:	Description:	File:	Designed by:
City of Moreno Valley	**Citywide Camera Surveillance System** Center Network	MV-Center.vsd	AVRIO RMS Group
		Date May 3, 2012	

MV00173770

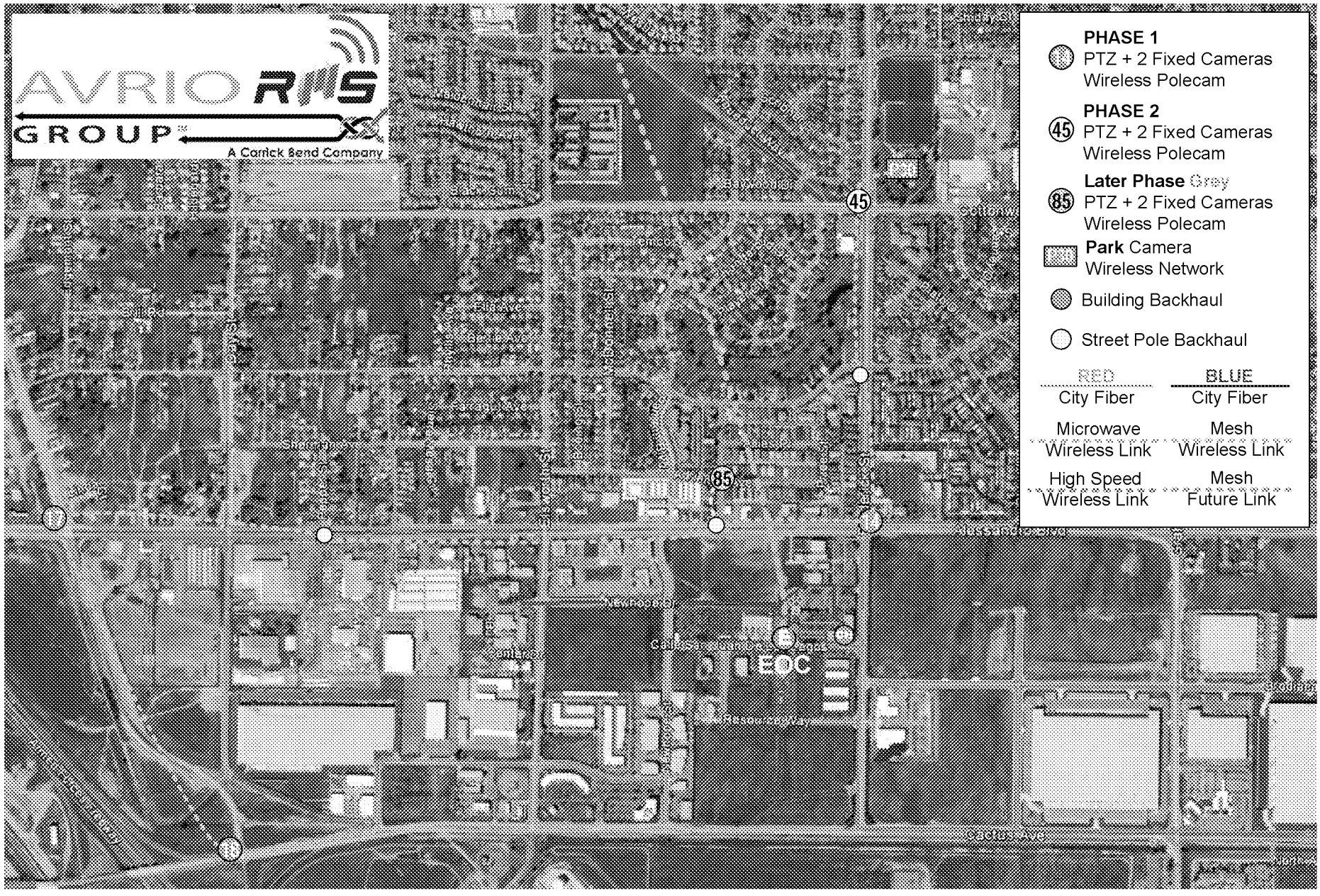

Customer:	Description:	File:	Designed by:
City of Moreno Valley	**Citywide Camera Surveillance System** West Center Network	MV-WestCenter.vsd Date May 3, 2012	AVRIO RMS Group

MV00173771

Appendix B. Camera Locations

MV00173772

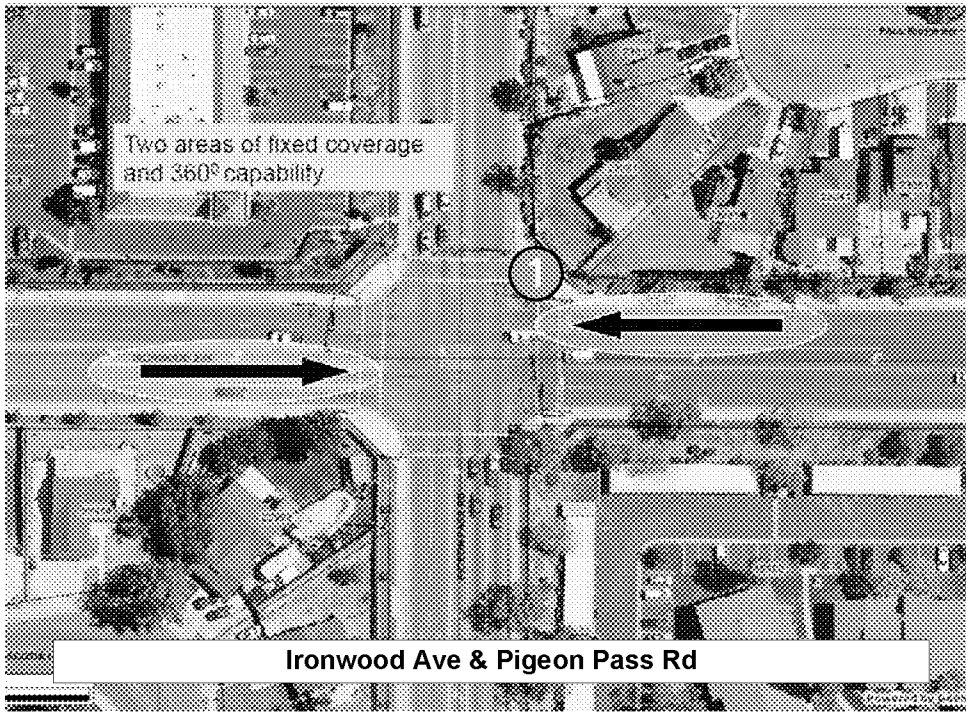

Ironwood Ave & Pigeon Pass Rd

Ironwood Ave & Graham St

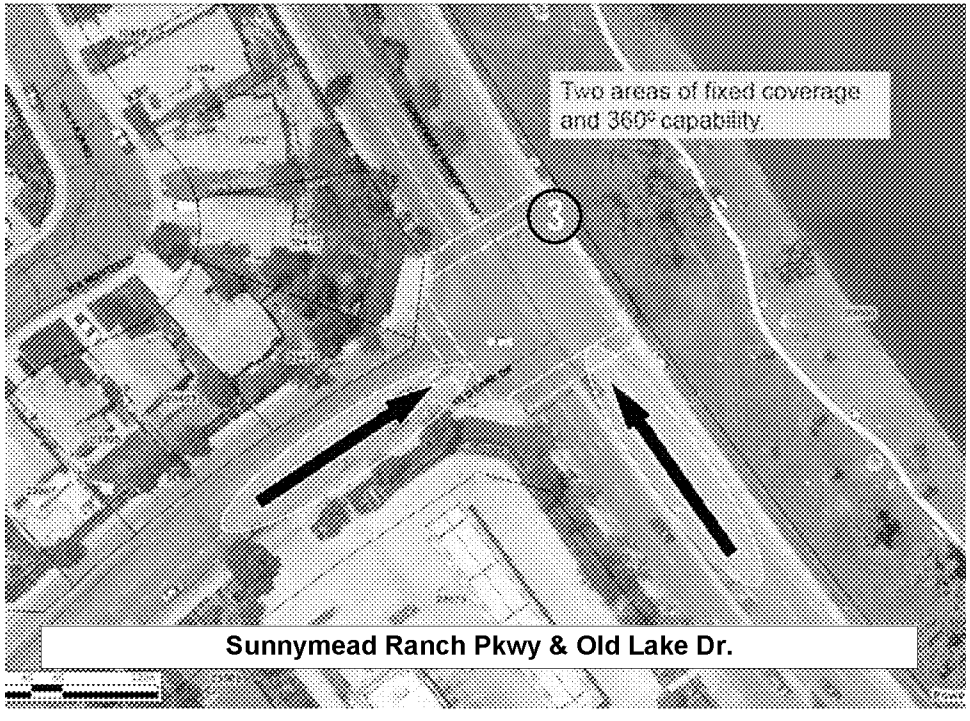

Sunnymead Ranch Pkwy & Old Lake Dr.

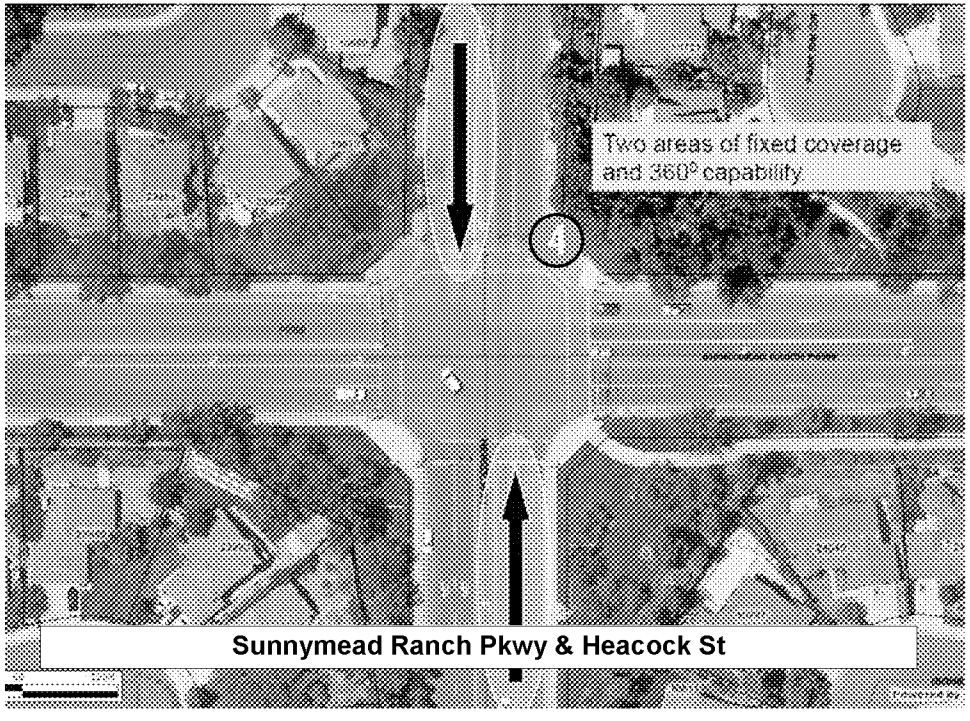

Sunnymead Ranch Pkwy & Heacock St

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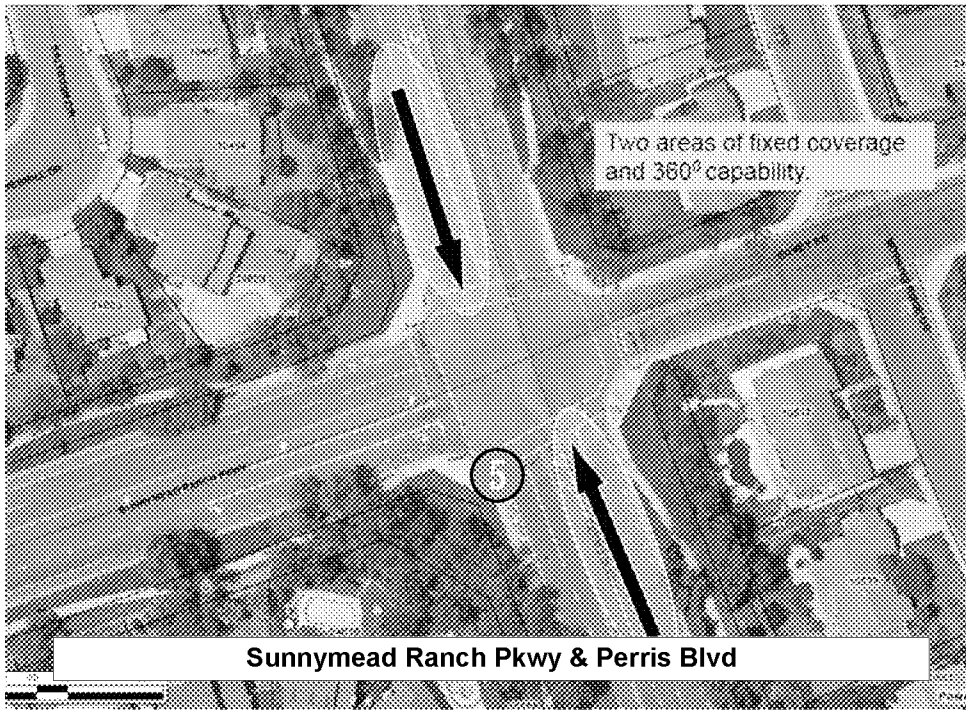

Sunnymead Ranch Pkwy & Perris Blvd

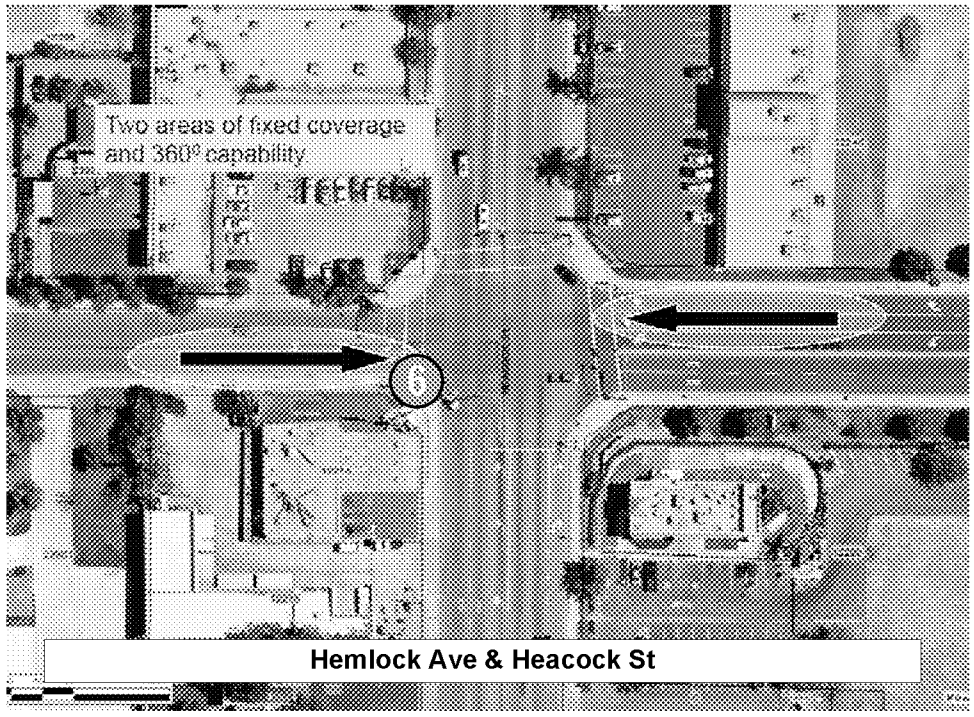

Hemlock Ave & Heacock St

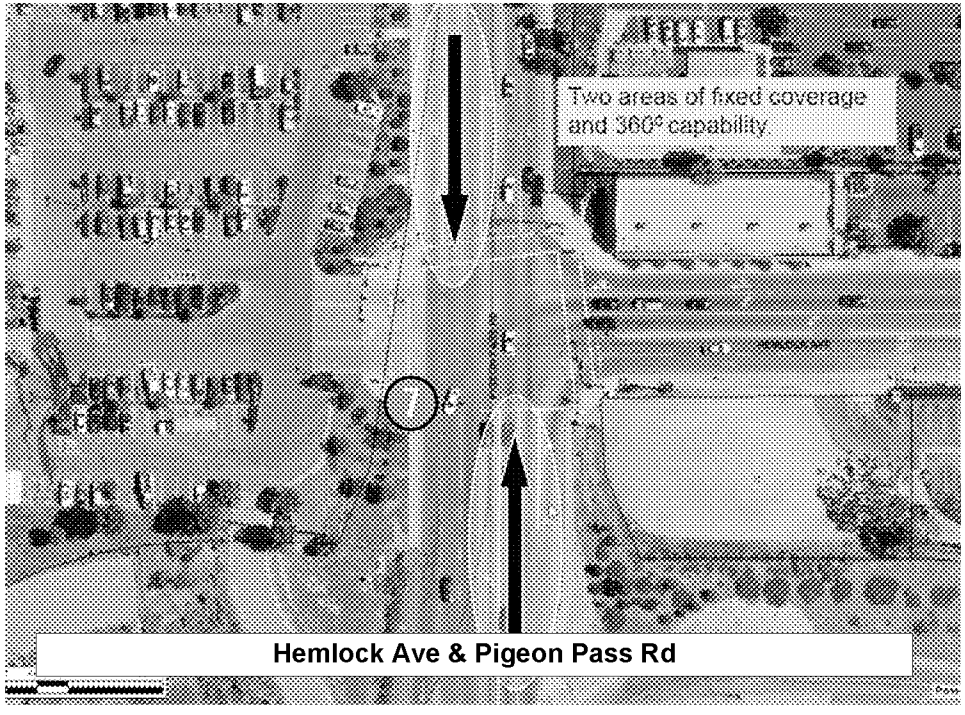

Hemlock Ave & Pigeon Pass Rd

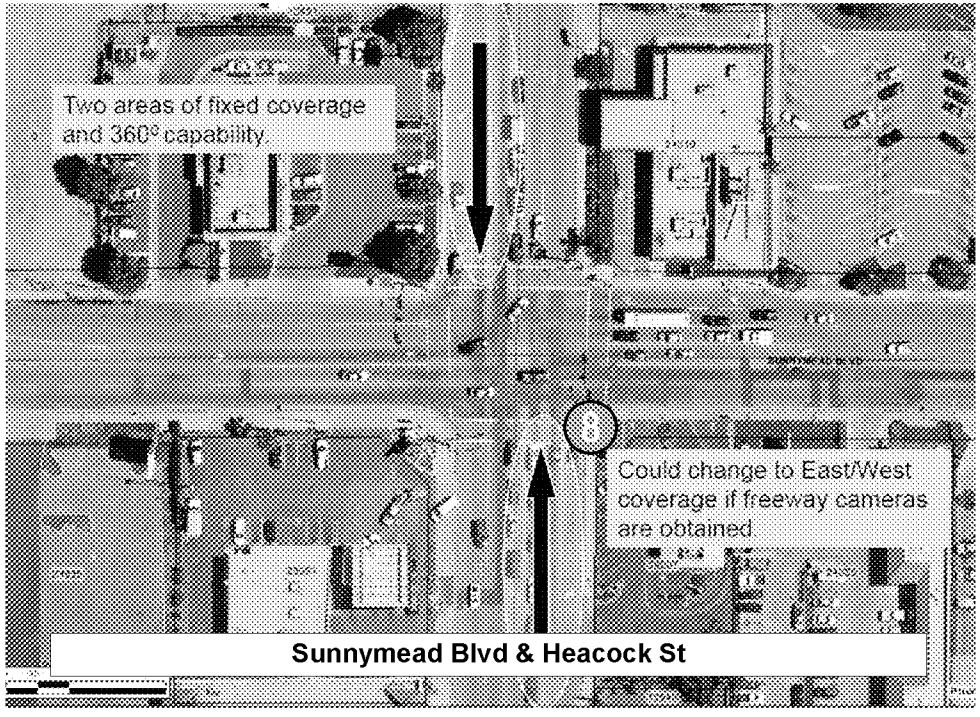

Sunnymead Blvd & Heacock St

MV00173774

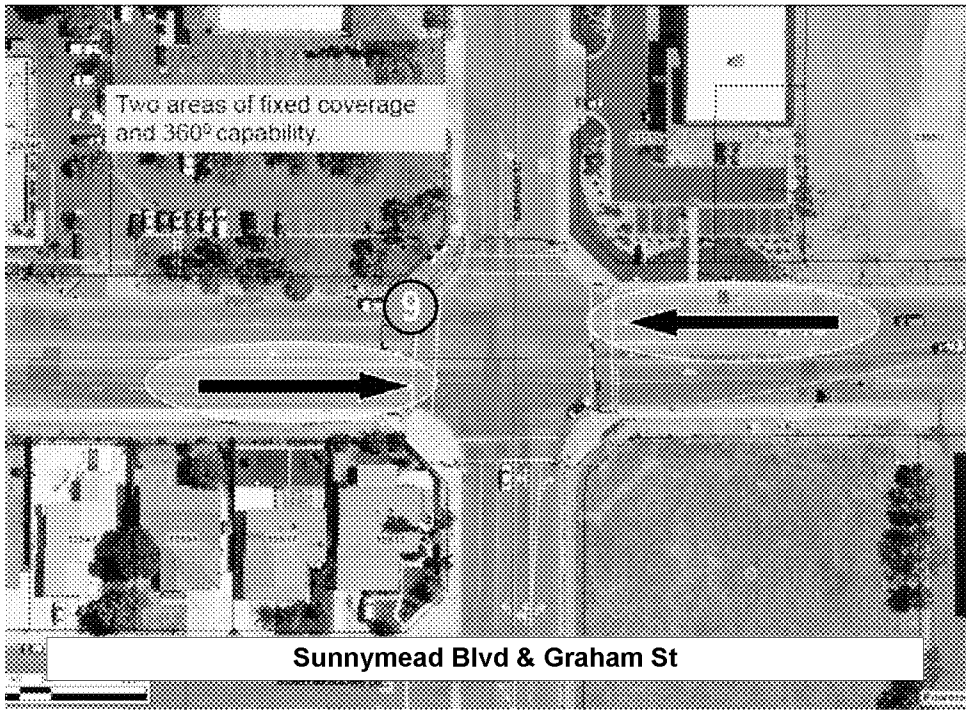

Sunnymead Blvd & Graham St

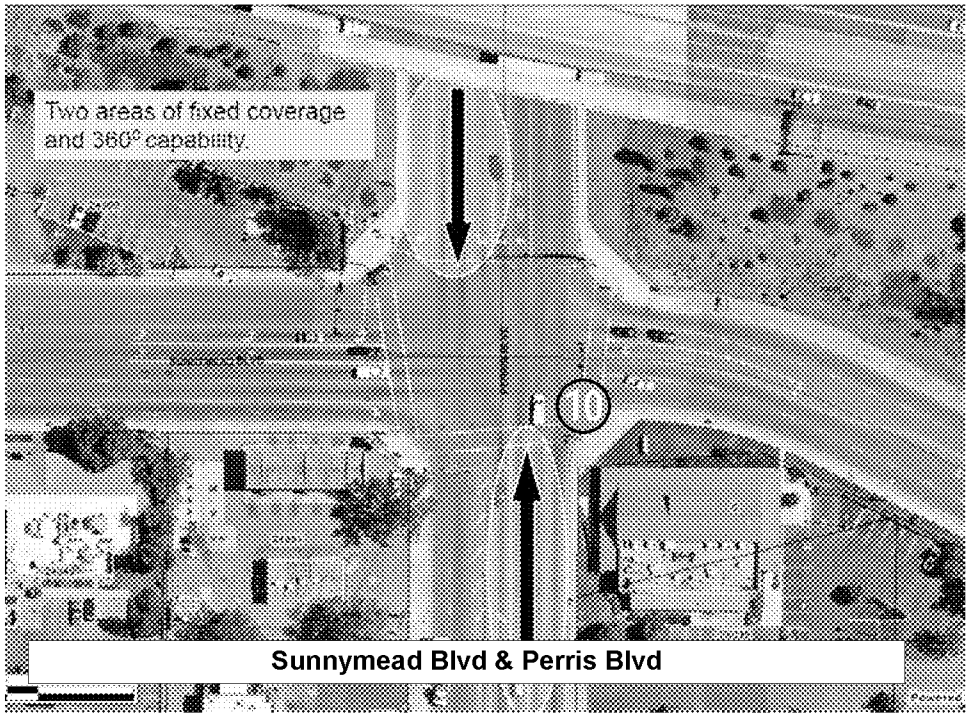

Sunnymead Blvd & Perris Blvd

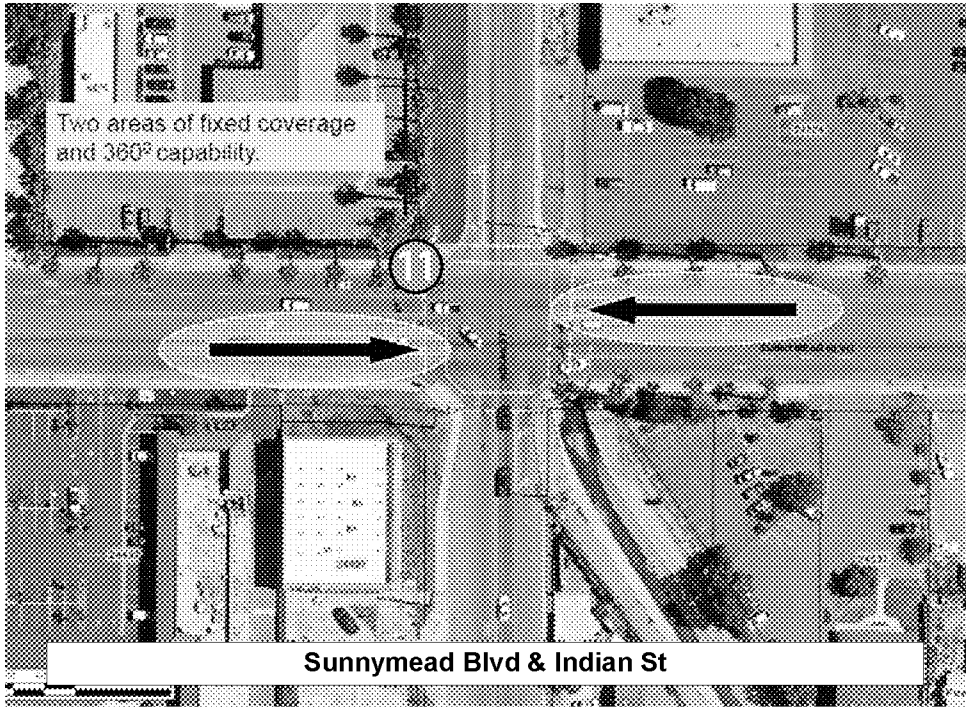

Sunnymead Blvd & Indian St

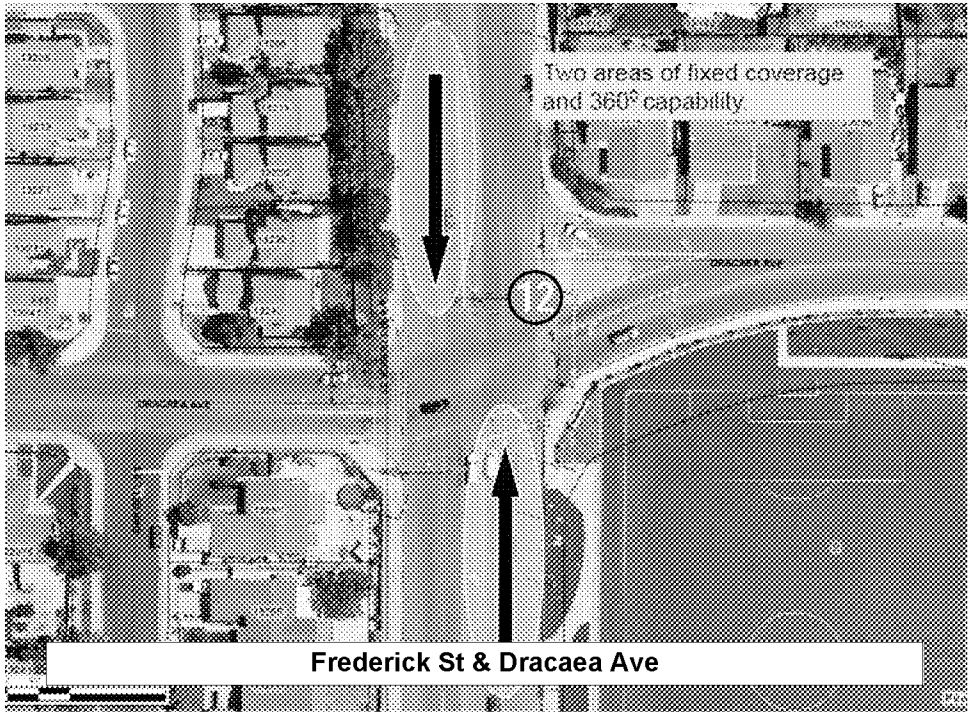

Frederick St & Dracaea Ave

MV00173775

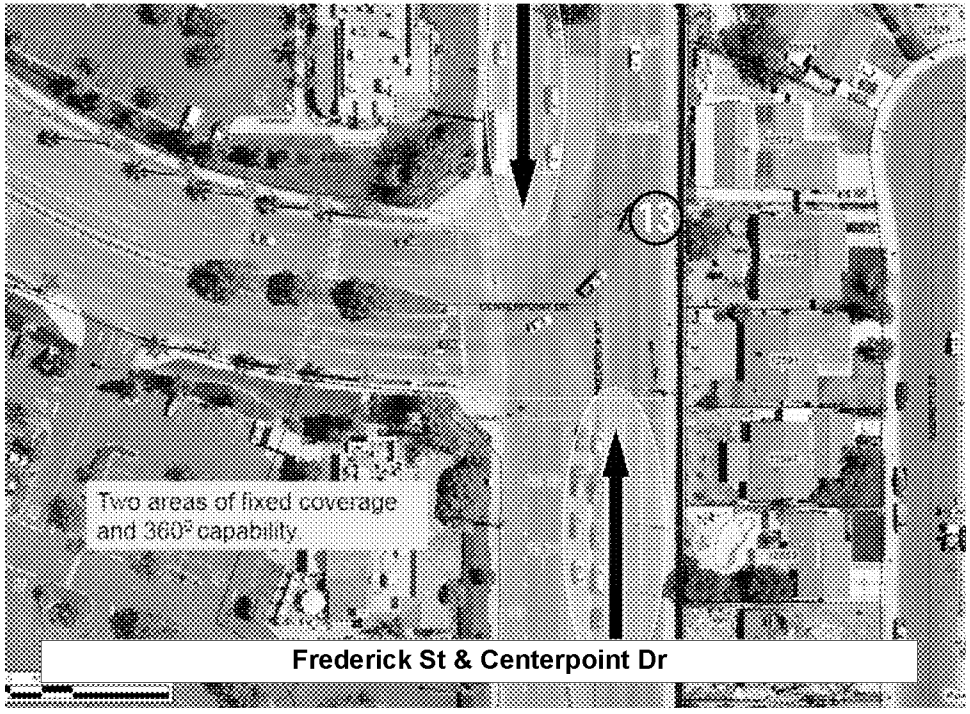

Frederick St & Centerpoint Dr

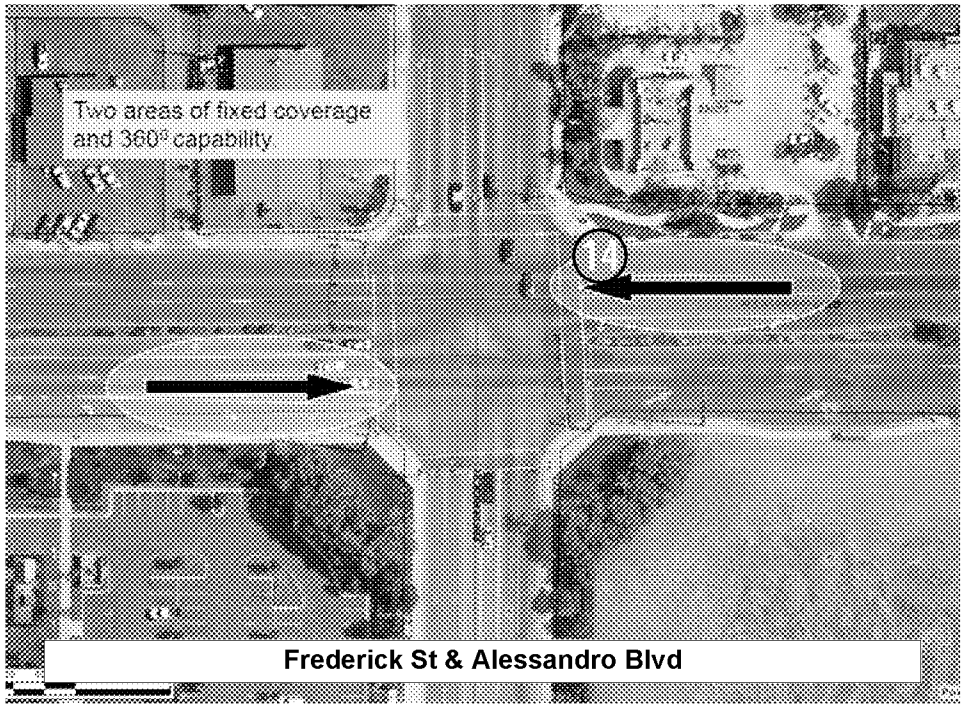

Frederick St & Alessandro Blvd

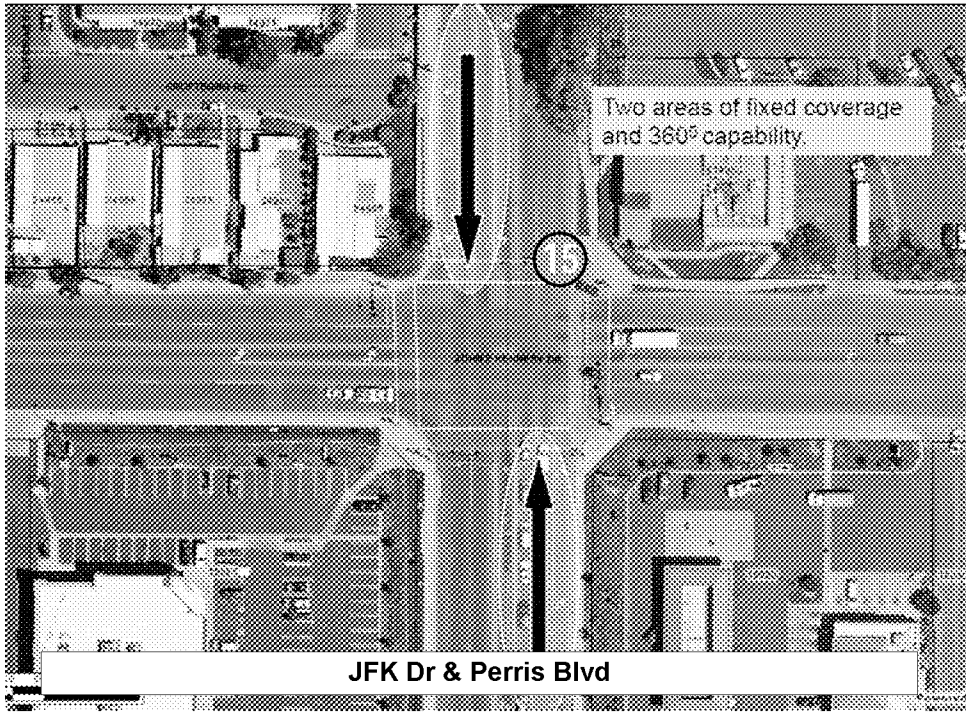

JFK Dr & Perris Blvd

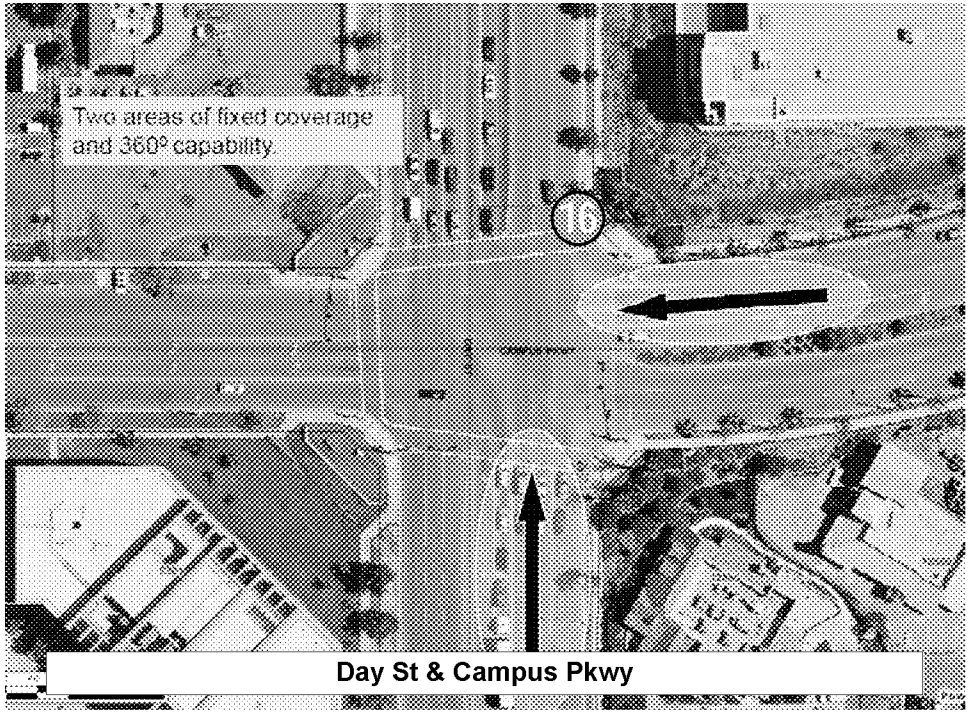

Day St & Campus Pkwy

MV00173776

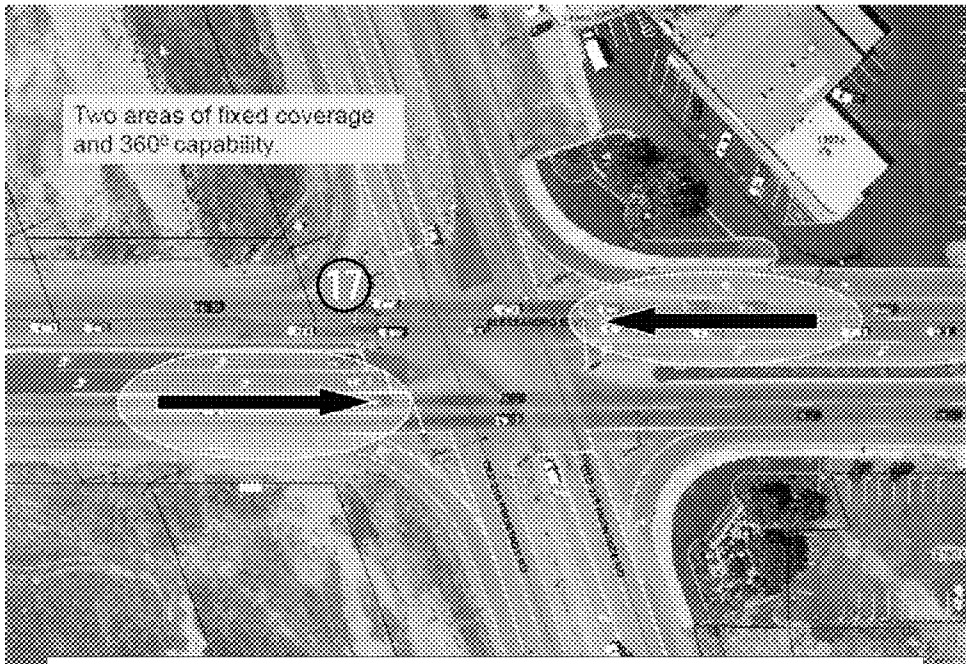

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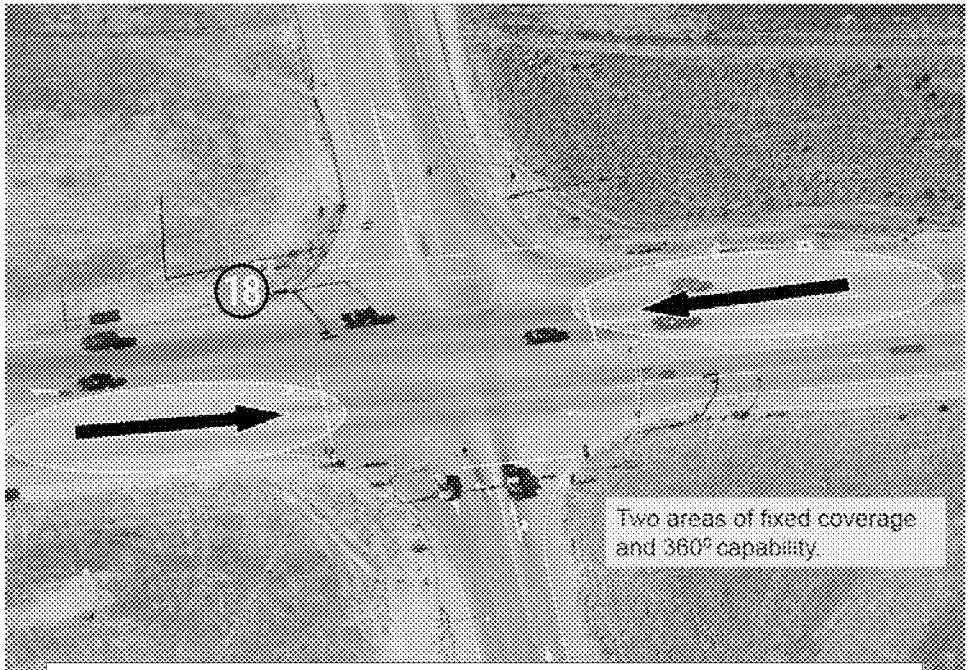

Old Hwy 215 & Cactus Ave

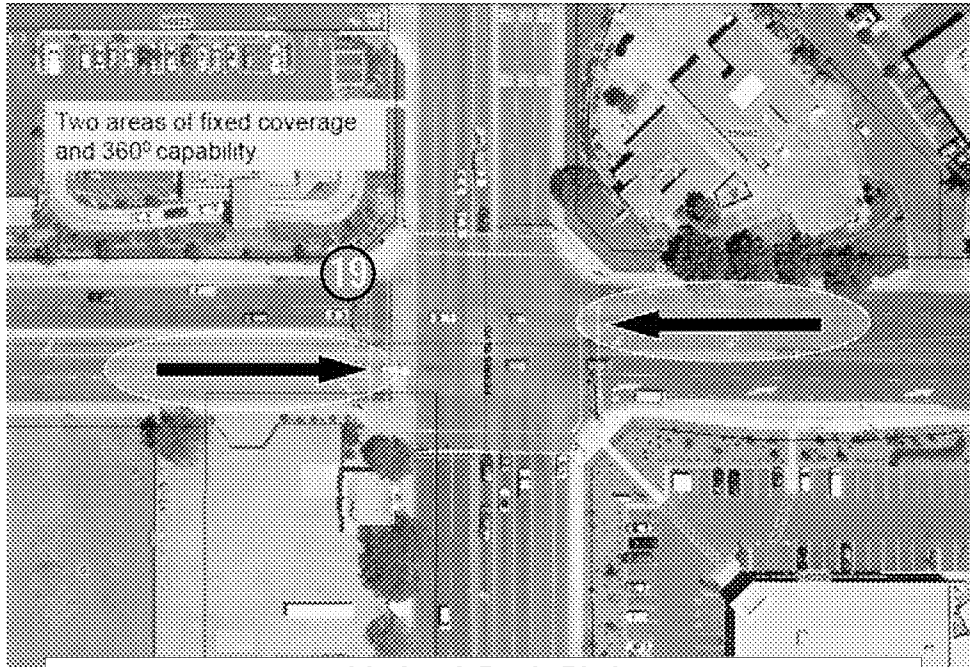

Iris Ave & Perris Blvd

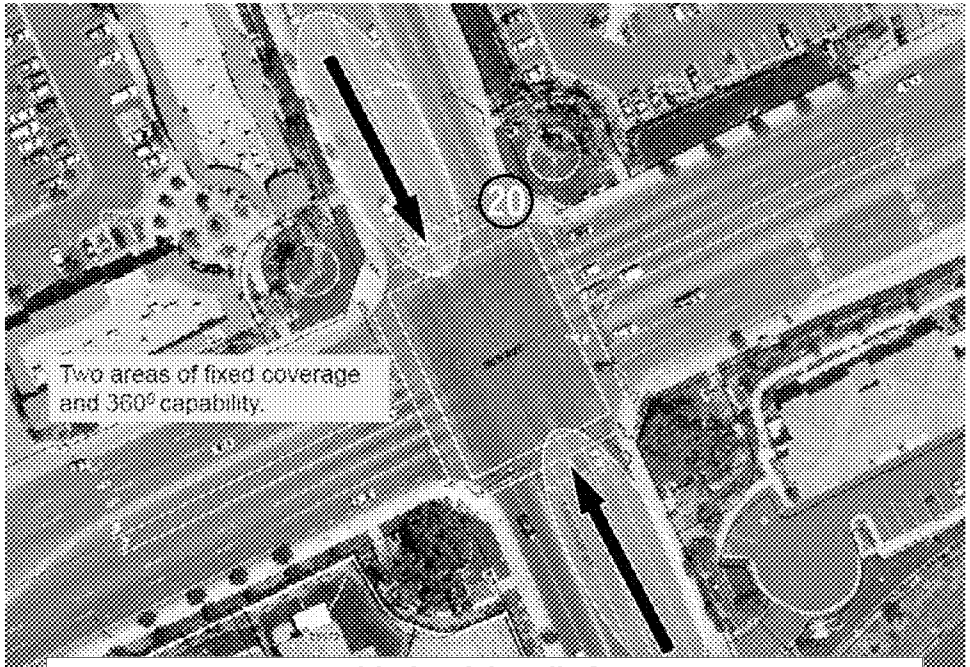

Iris Ave & Lasalle St

MV00173777

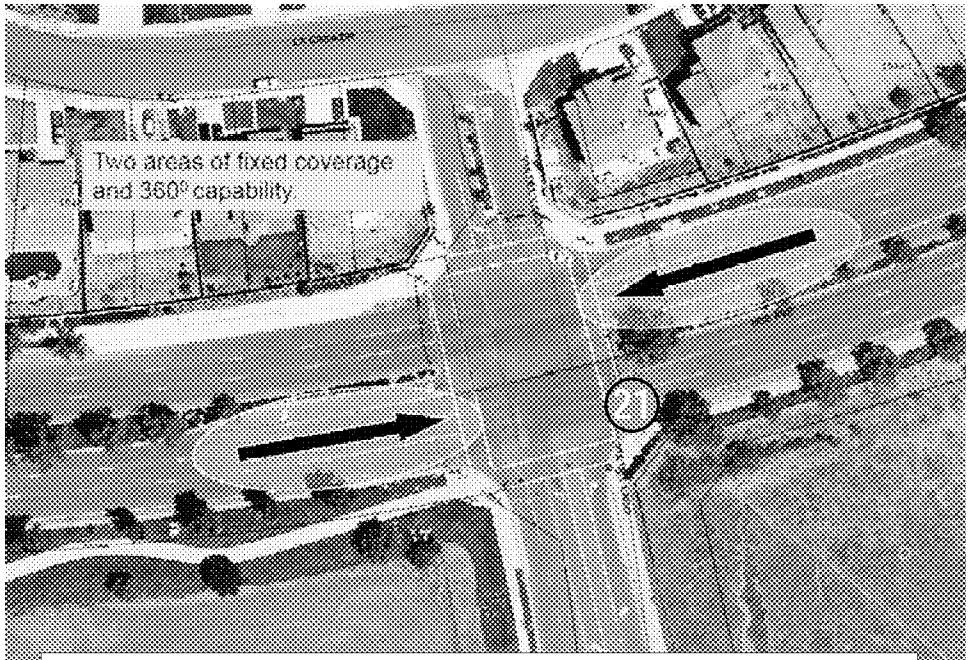

Iris Ave / Moreno Beach Dr & Via del Lago

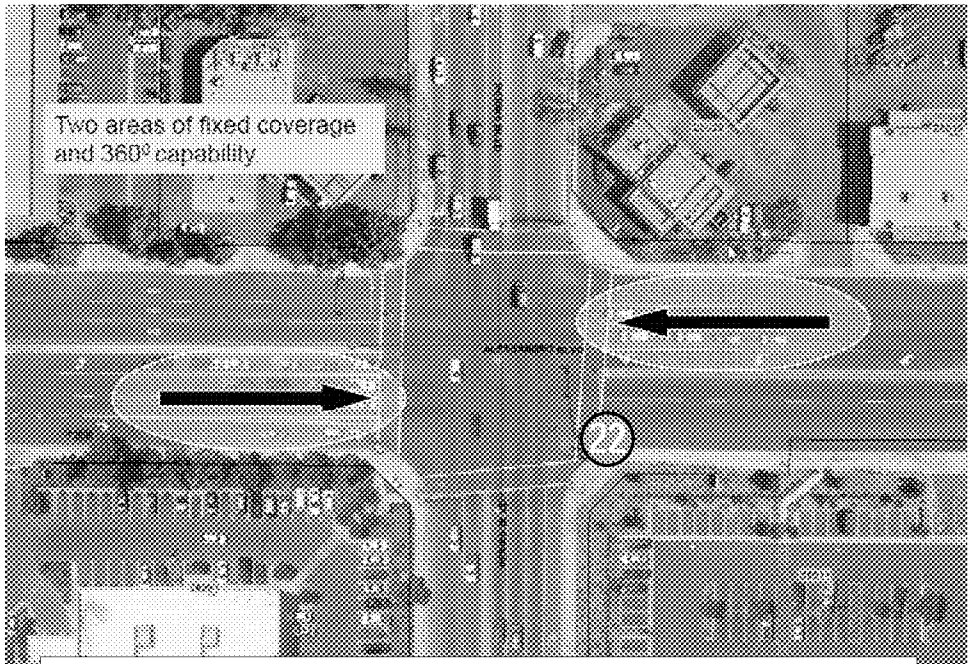

Alessandro Blvd & Perris Blvd

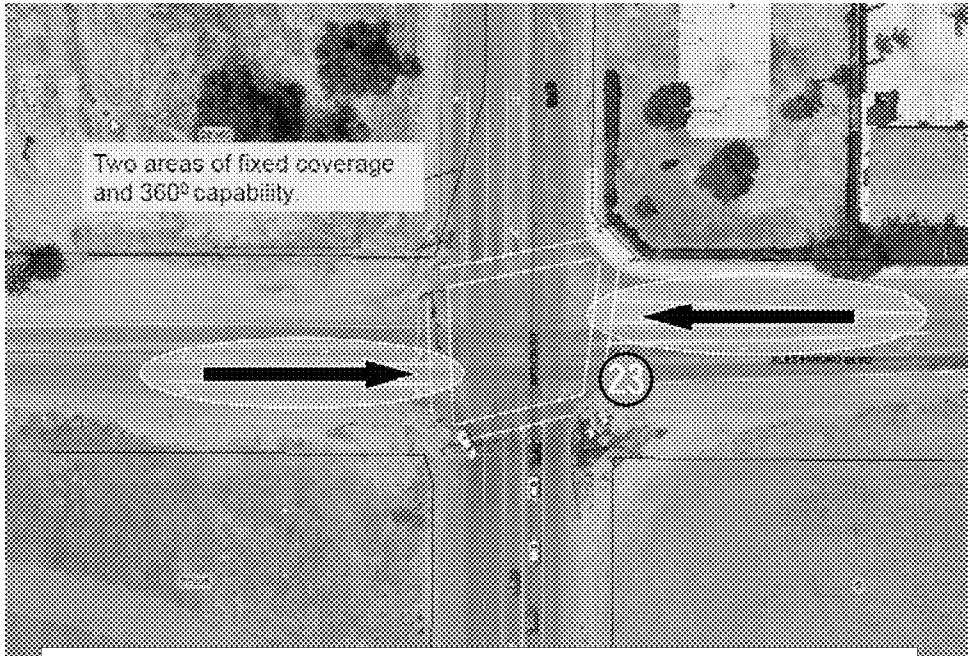

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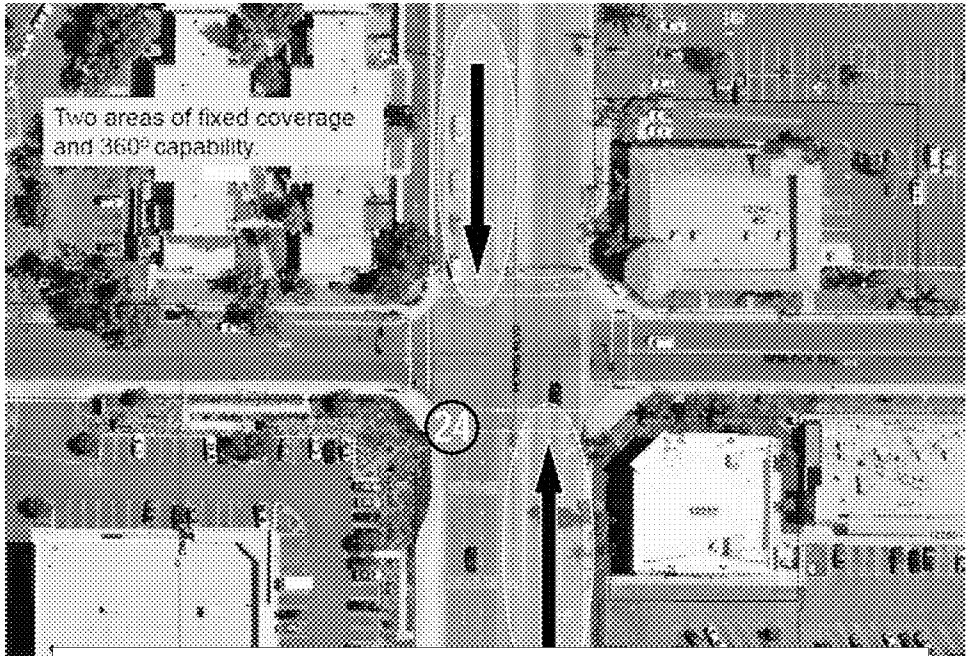

Perris Blvd & Hemlock Ave

MV00173778

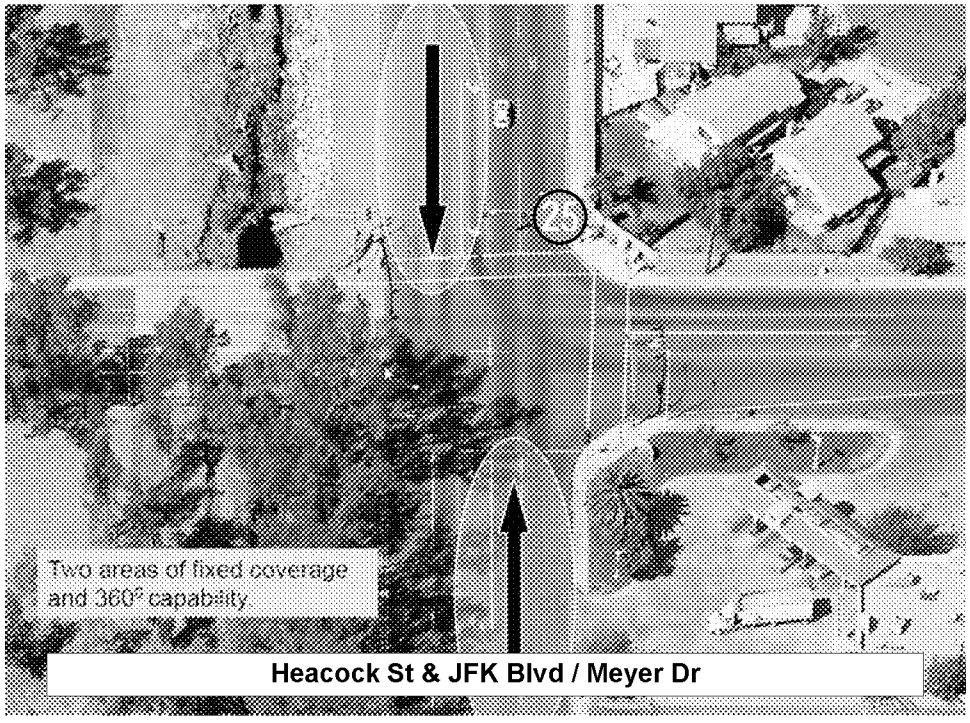

Heacock St & JFK Blvd / Meyer Dr

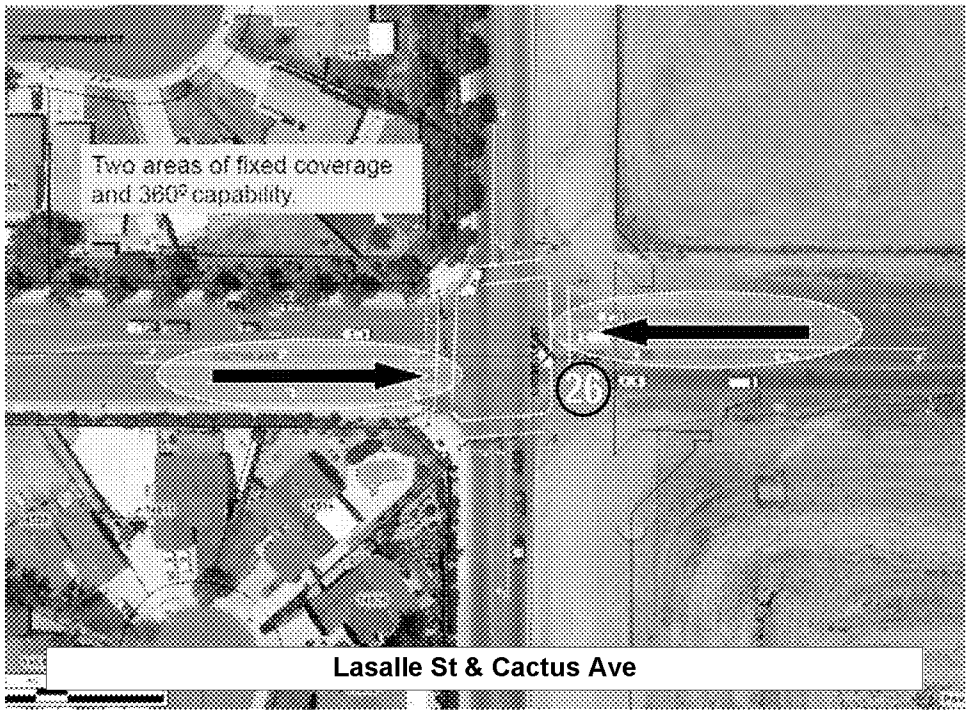

Lasalle St & Cactus Ave

Hwy 60 & Nason St

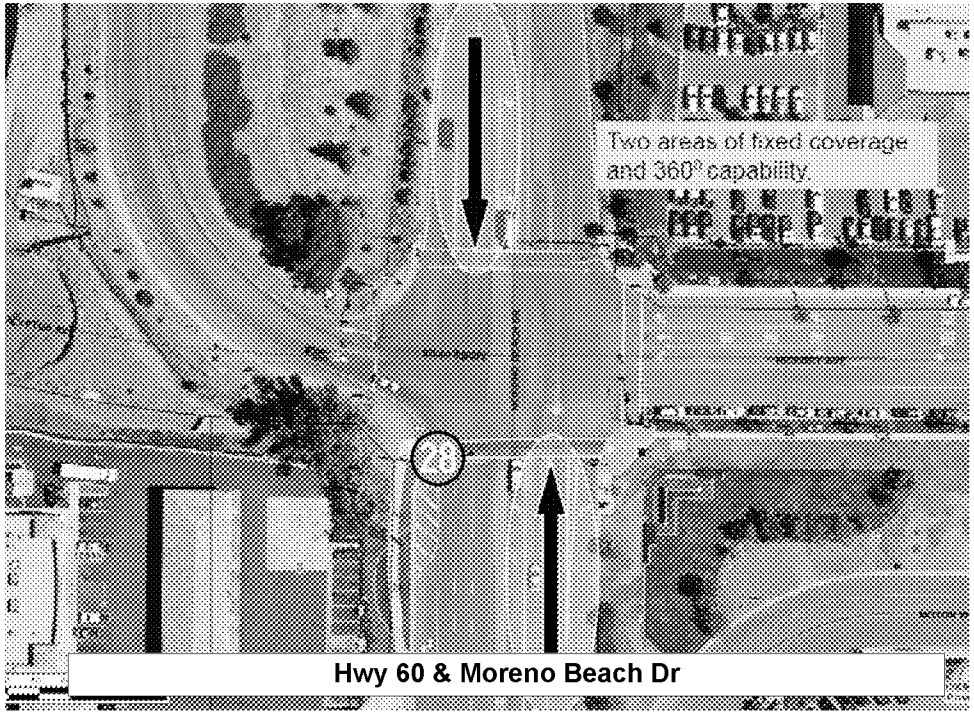

Hwy 60 & Moreno Beach Dr

MV00173779

Ironwood Ave & Redlands Blvd

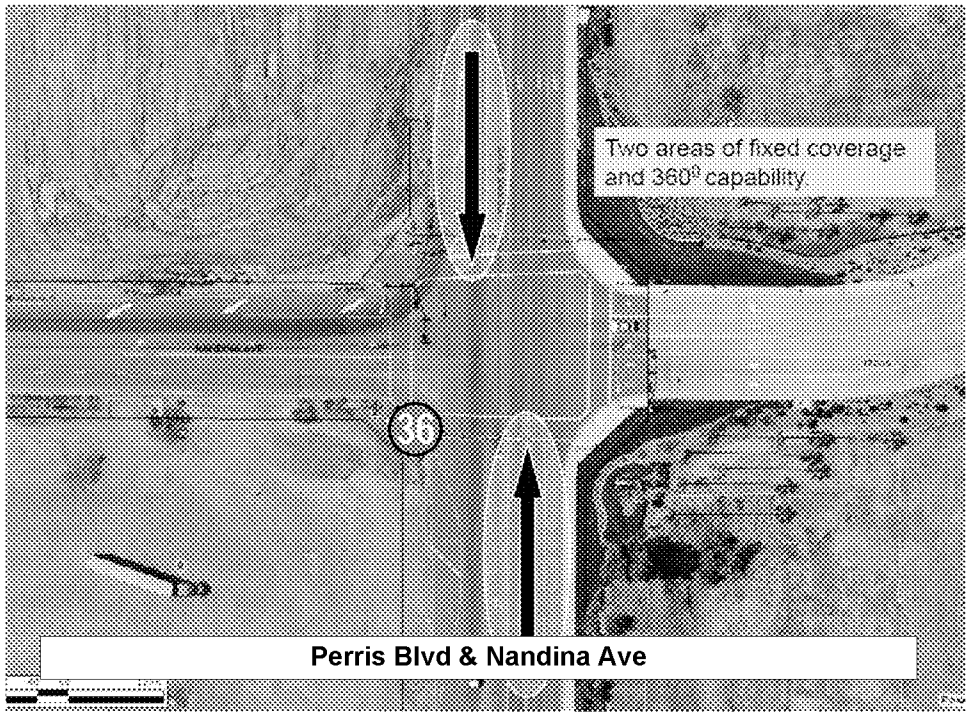

Perris Blvd & Nandina Ave

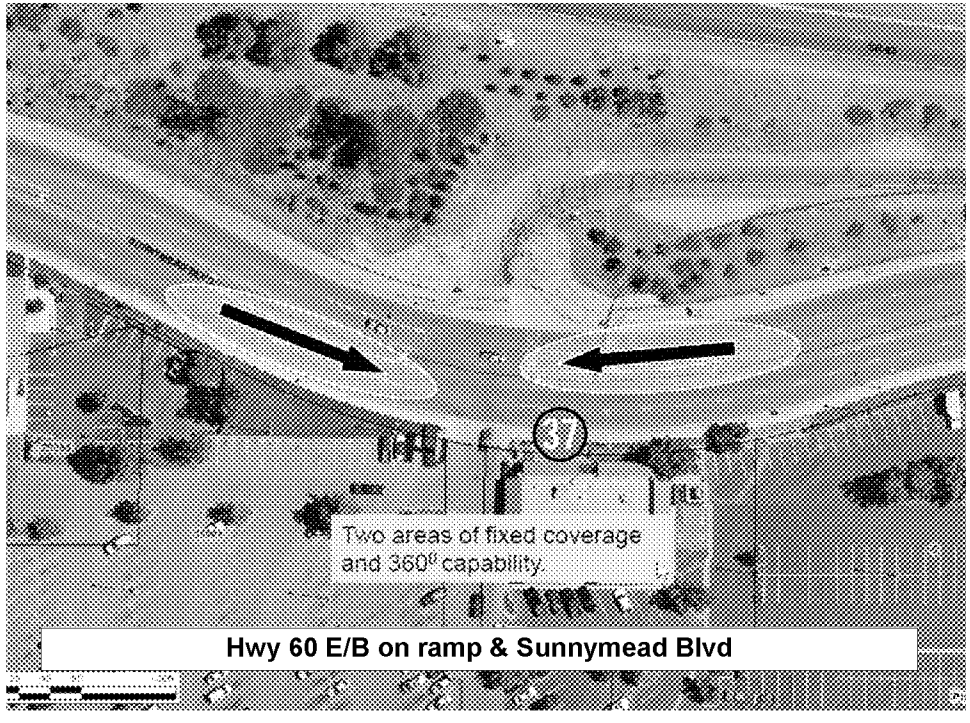

Hwy 60 E/B on ramp & Sunnymead Blvd

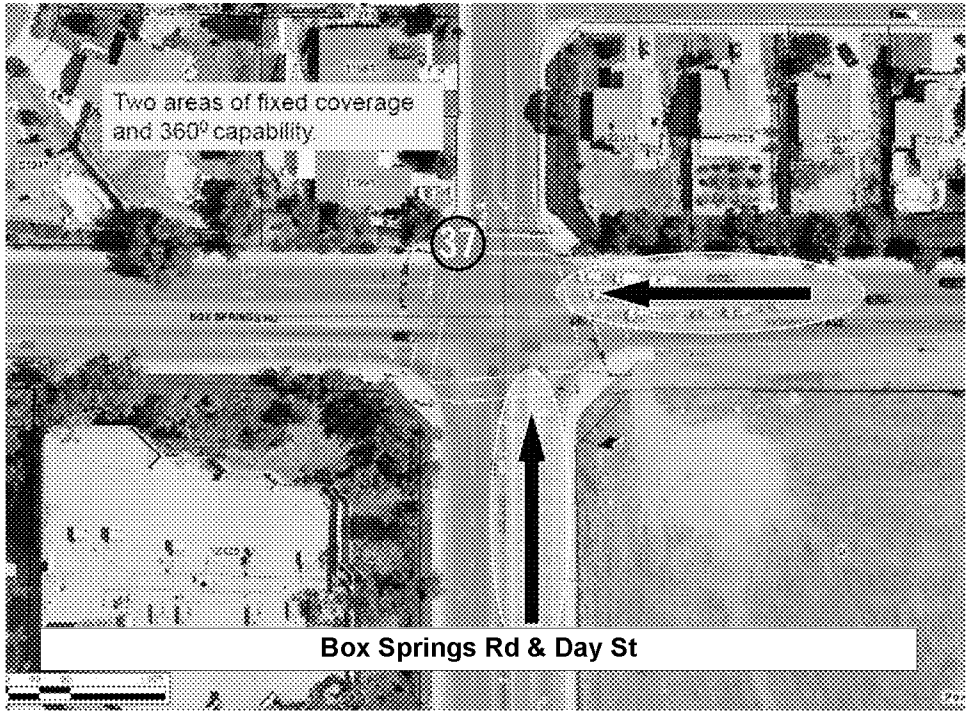

Box Springs Rd & Day St

MV00173780

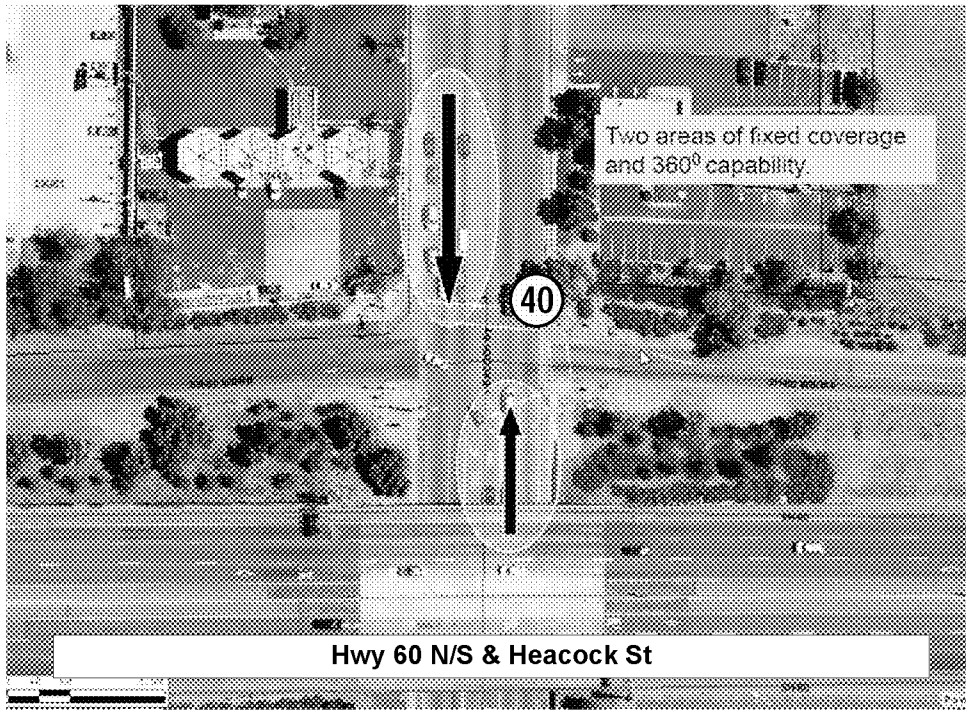

Hwy 60 N/S & Heacock St

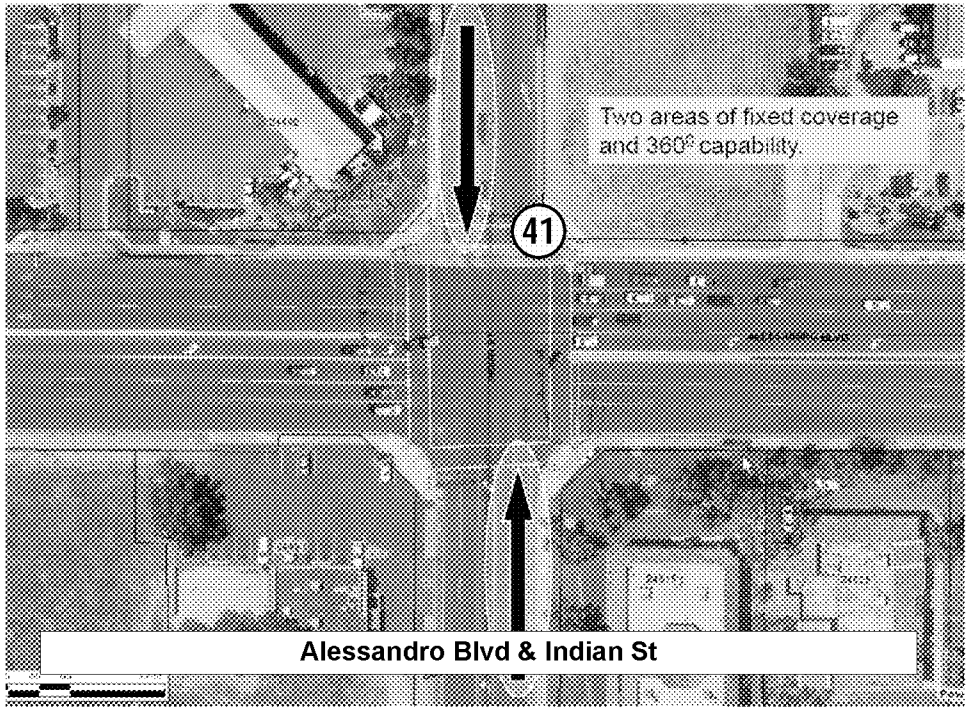

Alessandro Blvd & Indian St

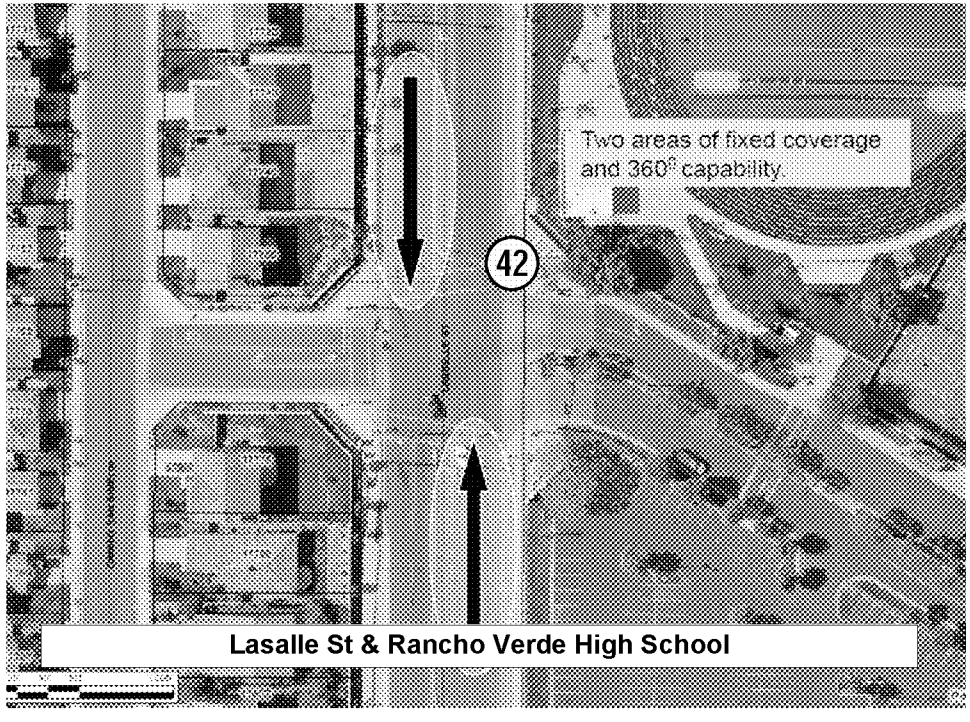

Lasalle St & Rancho Verde High School

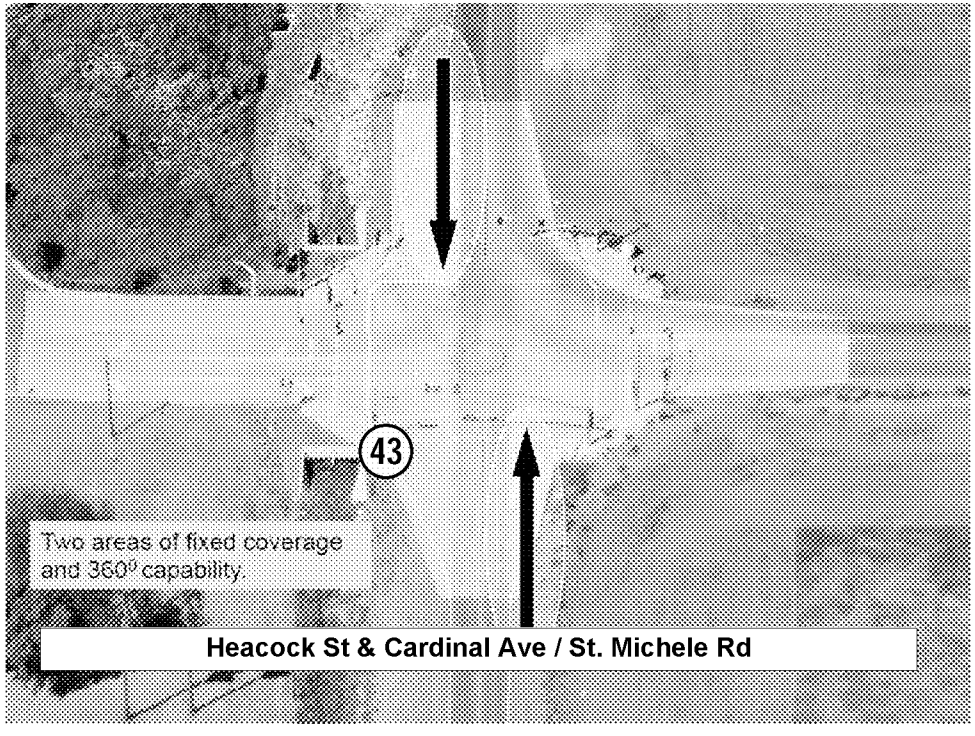

Heacock St & Cardinal Ave / St. Michele Rd

MV00173781

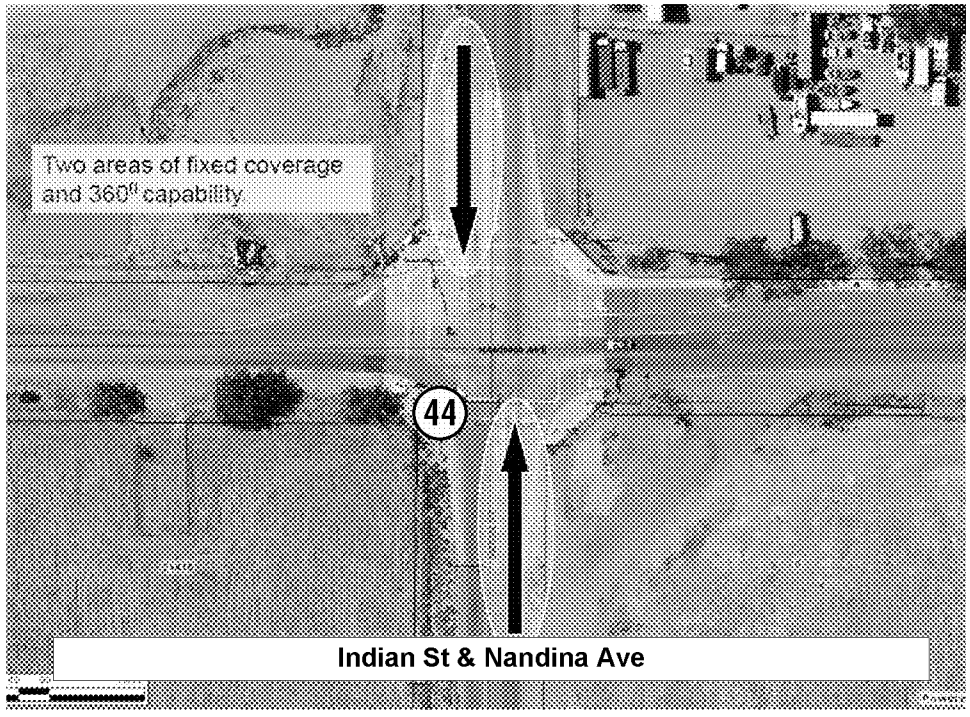

Indian St & Nandina Ave

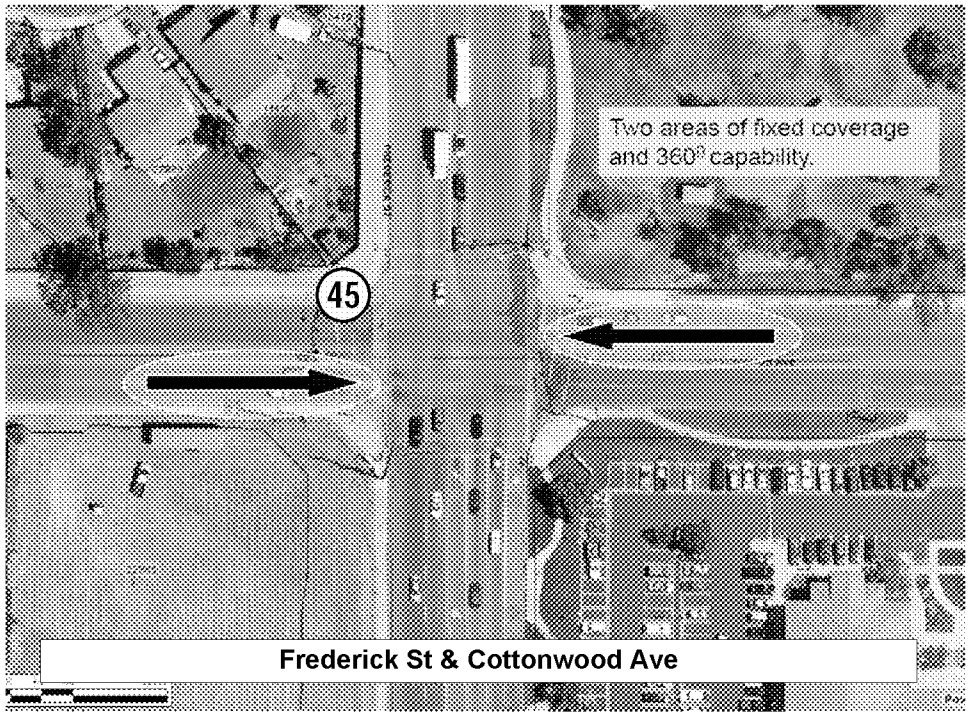

Frederick St & Cottonwood Ave

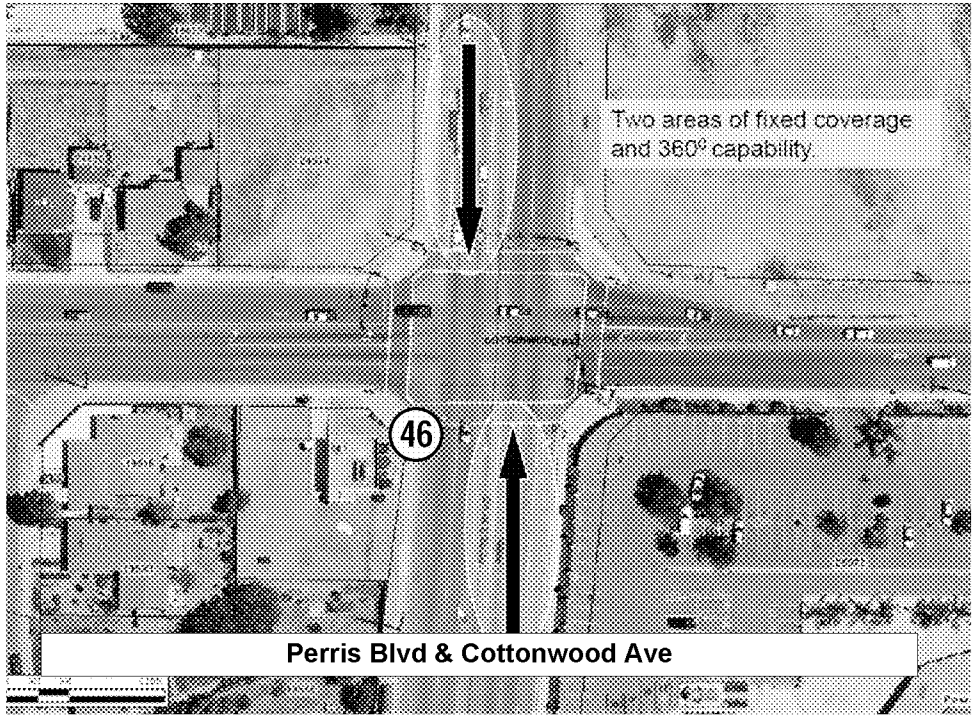

Perris Blvd & Cottonwood Ave

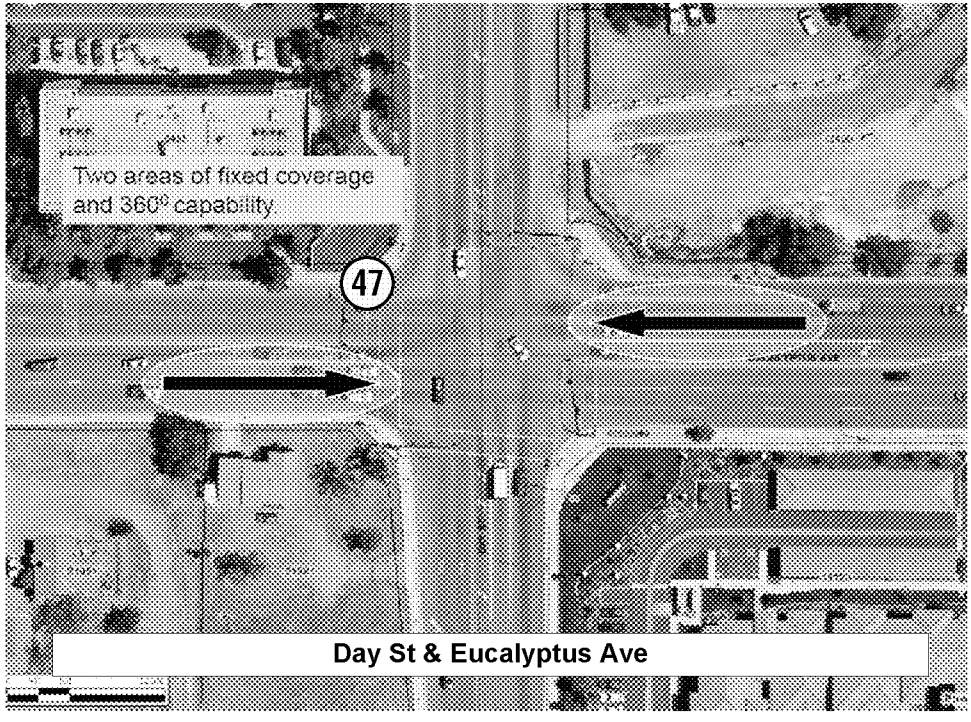

Day St & Eucalyptus Ave

MV00173782

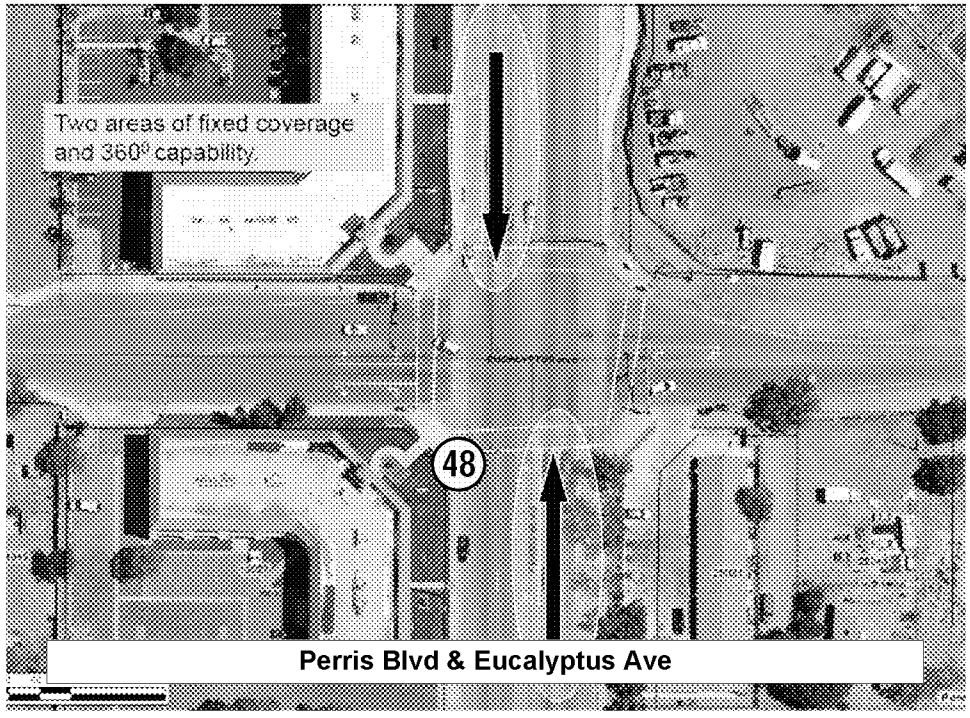

Perris Blvd & Eucalyptus Ave

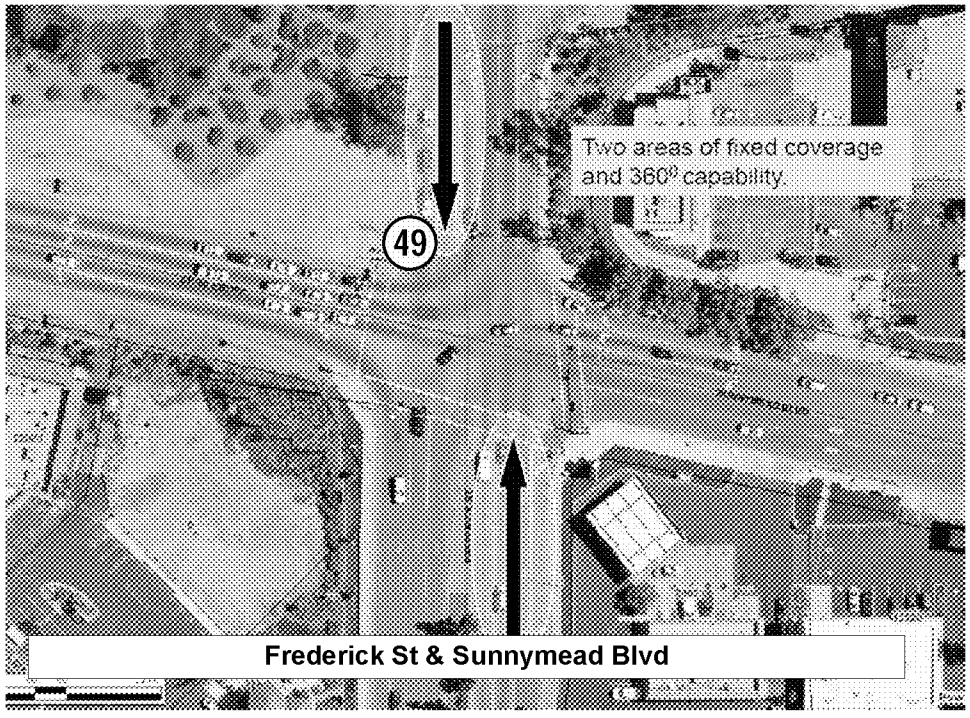

Frederick St & Sunnymead Blvd

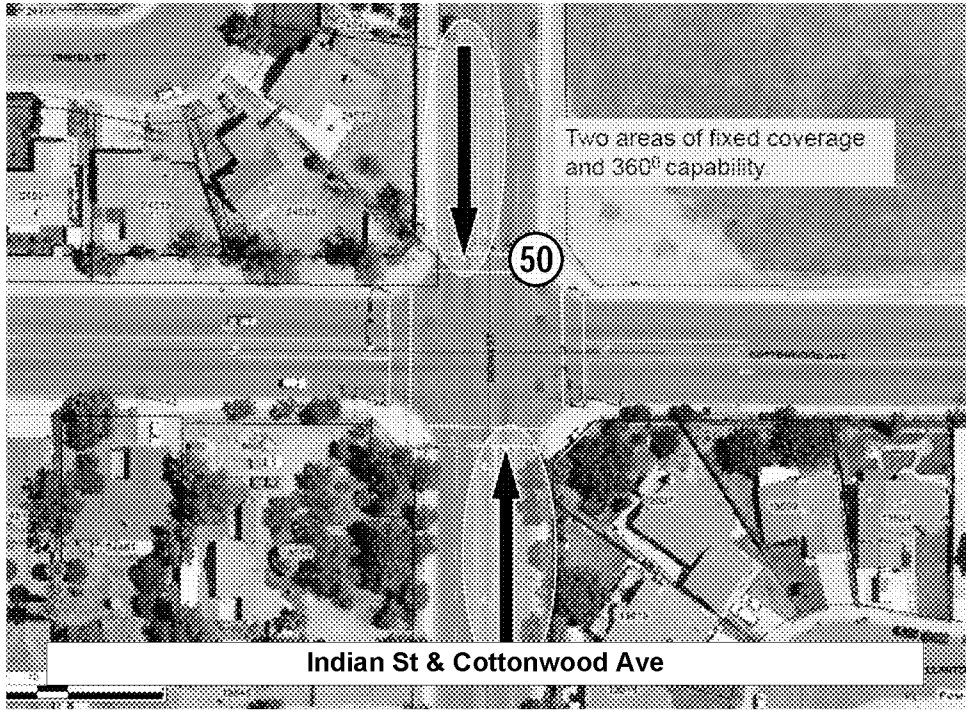

Indian St & Cottonwood Ave

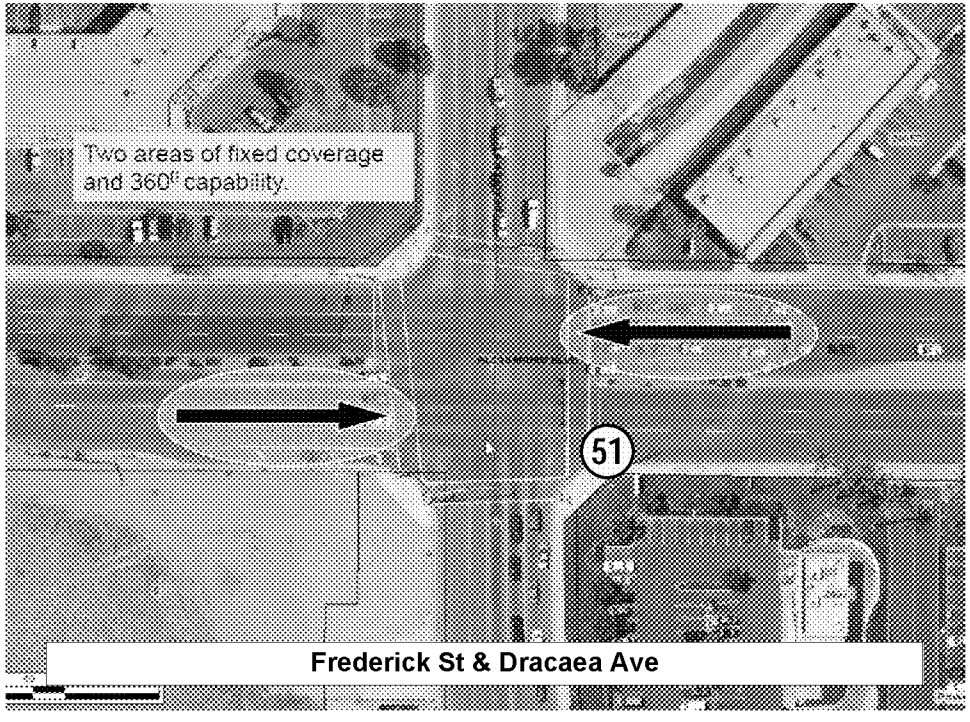

Frederick St & Dracaea Ave

MV00173783

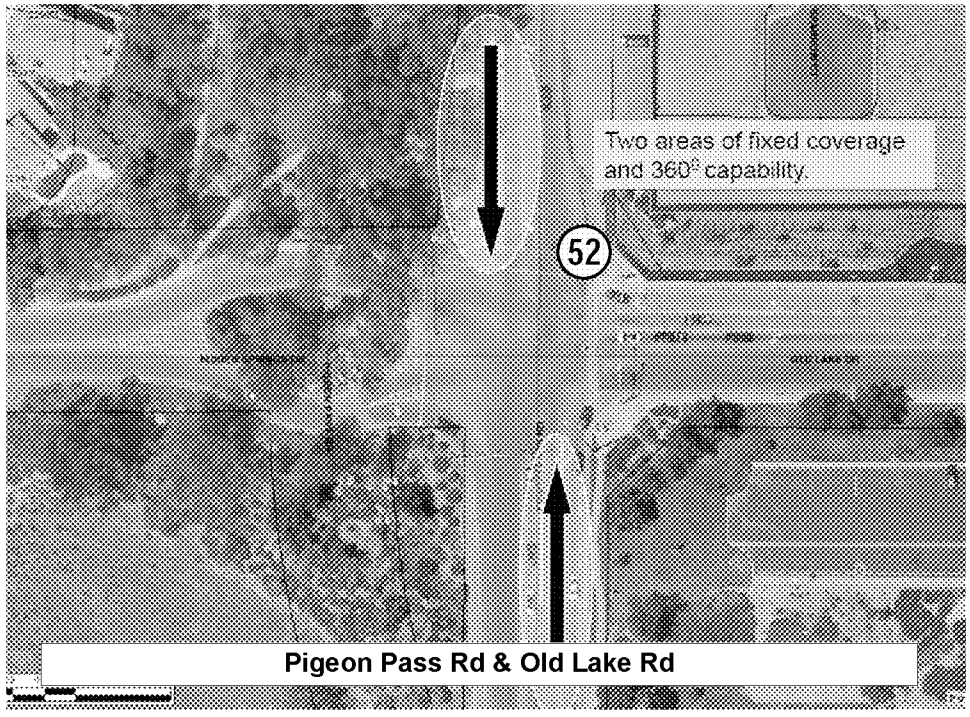

Pigeon Pass Rd & Old Lake Rd

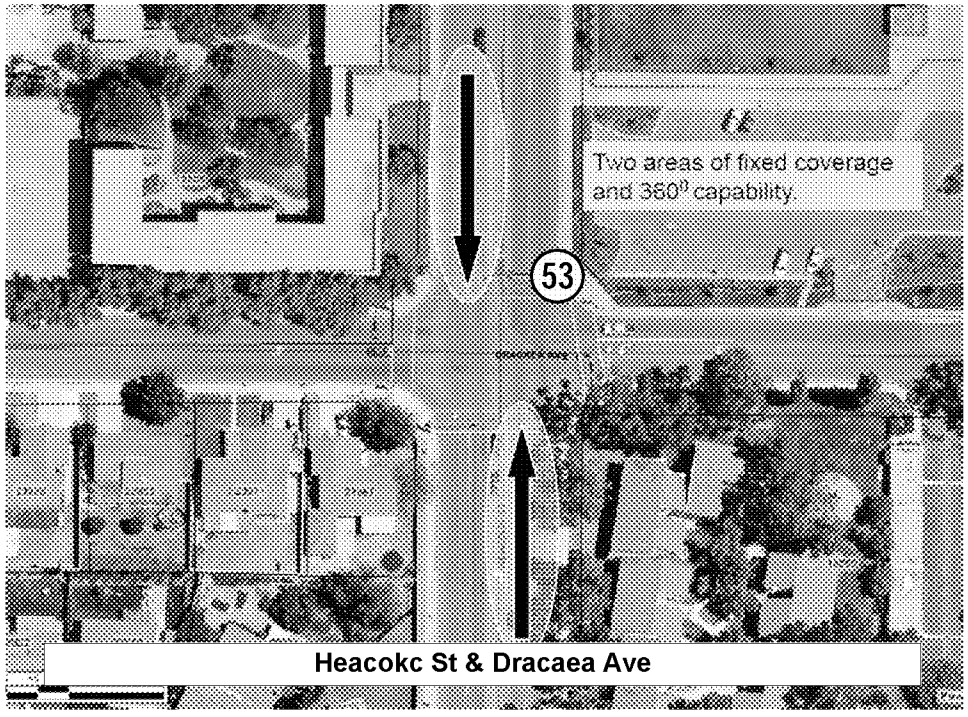

Heacokc St & Dracaea Ave

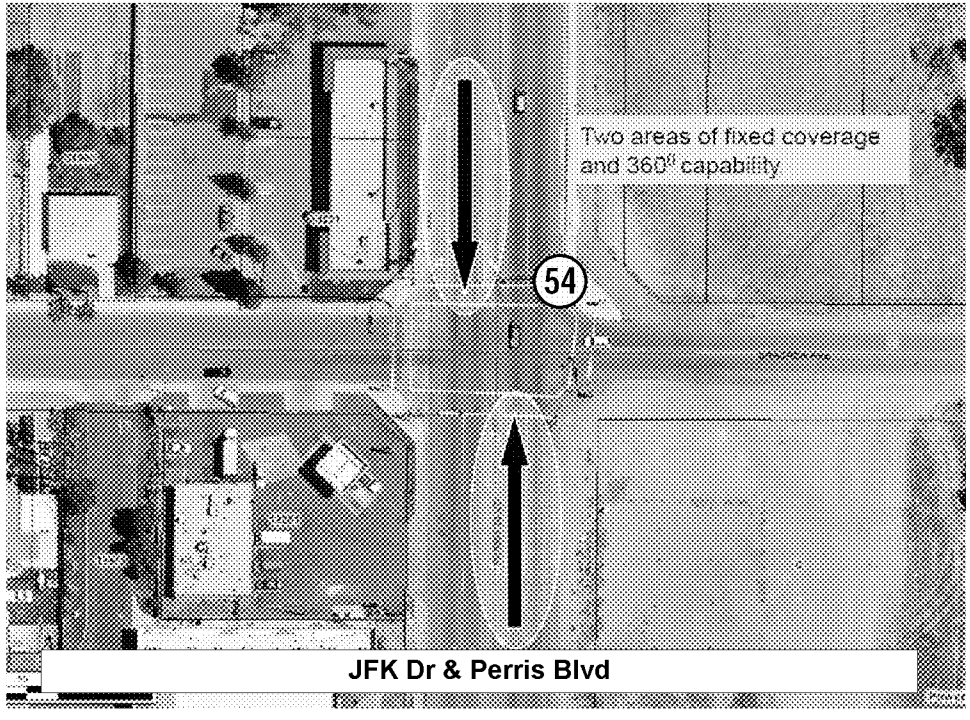

JFK Dr & Perris Blvd

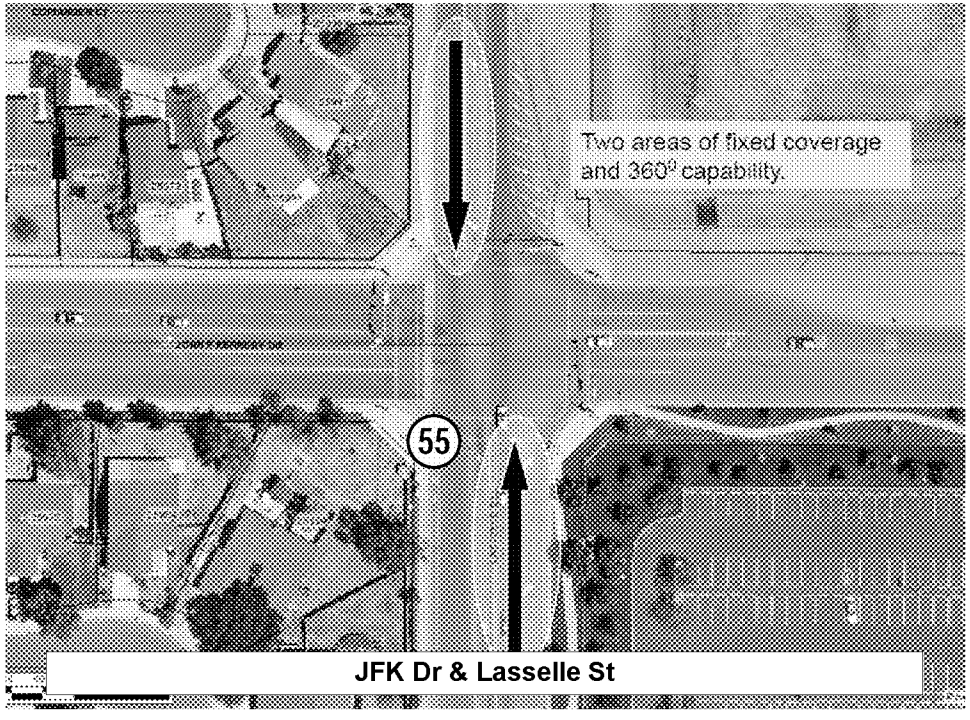

JFK Dr & Lasselle St

MV00173784

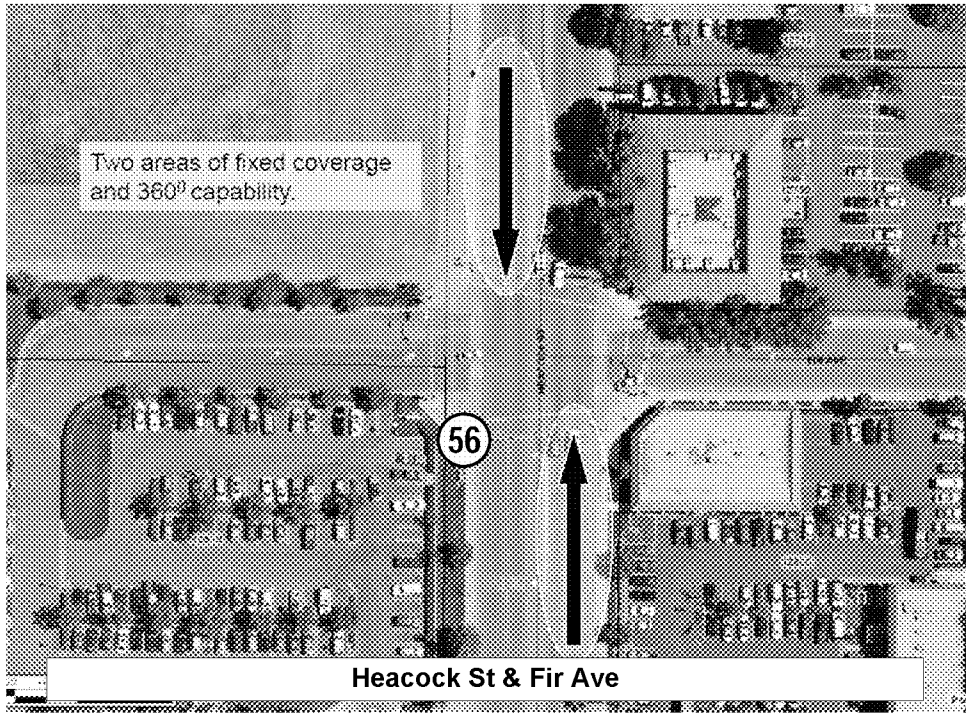

Heacock St & Fir Ave

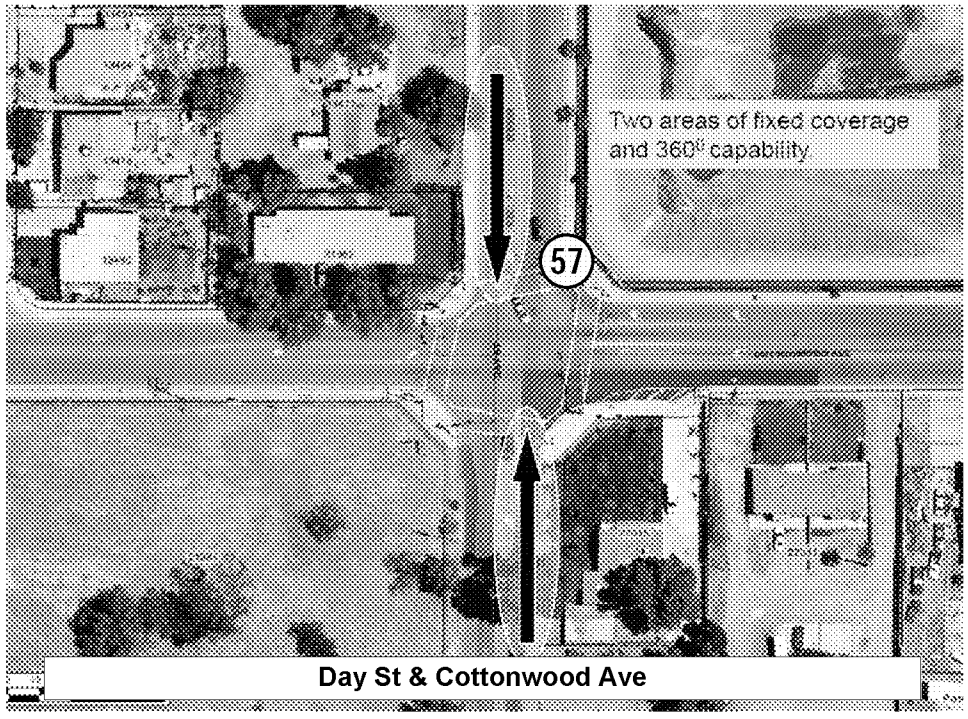

Day St & Cottonwood Ave

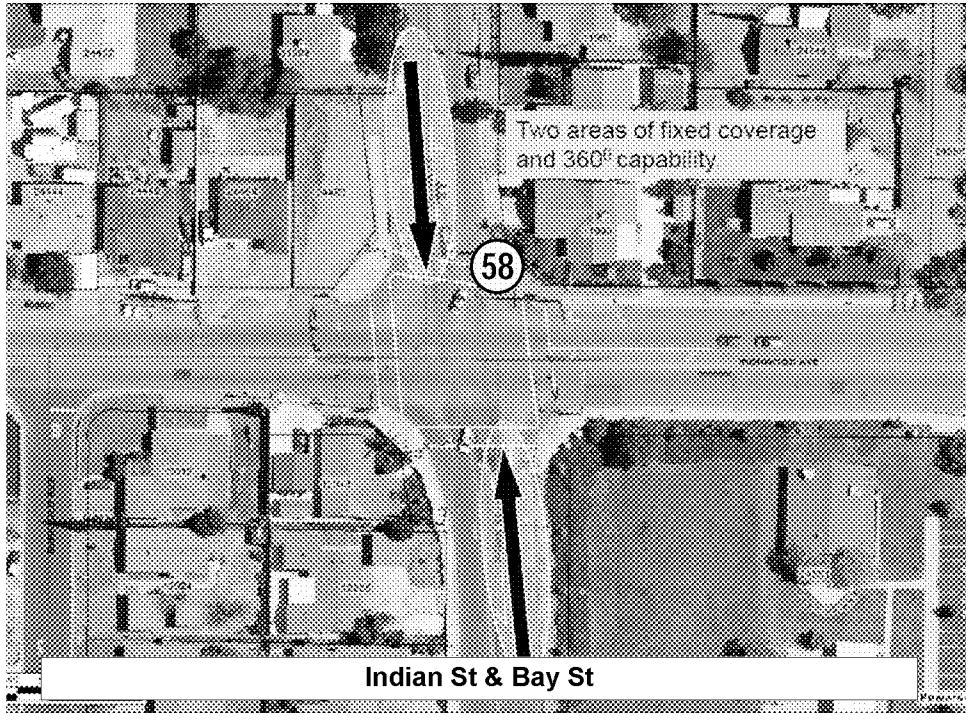

Indian St & Bay St

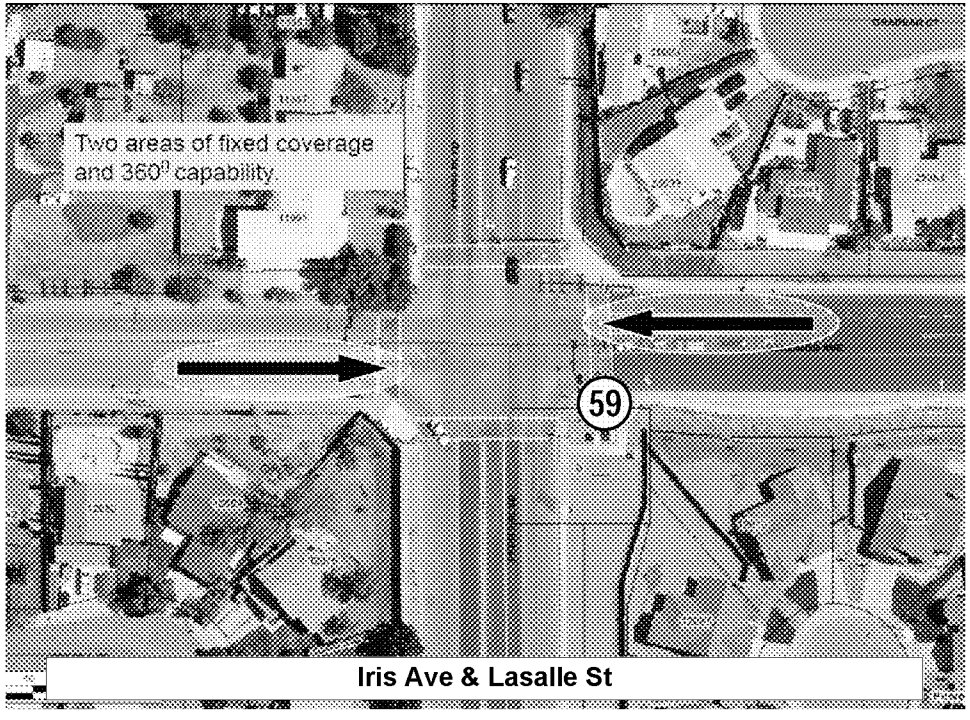

Iris Ave & Lasalle St

MV00173785

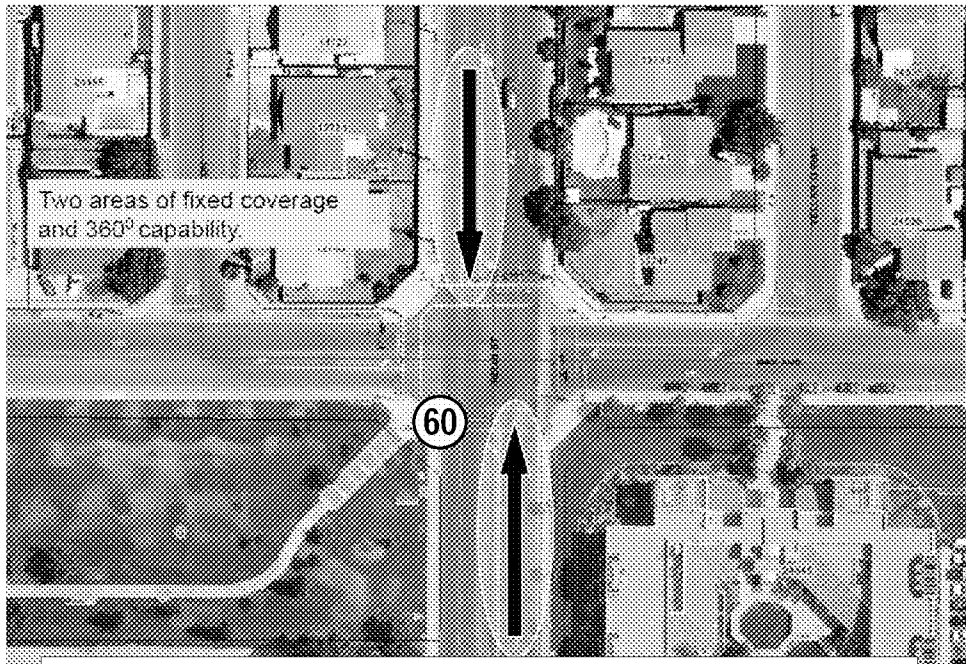

Indian St & Bay Ave

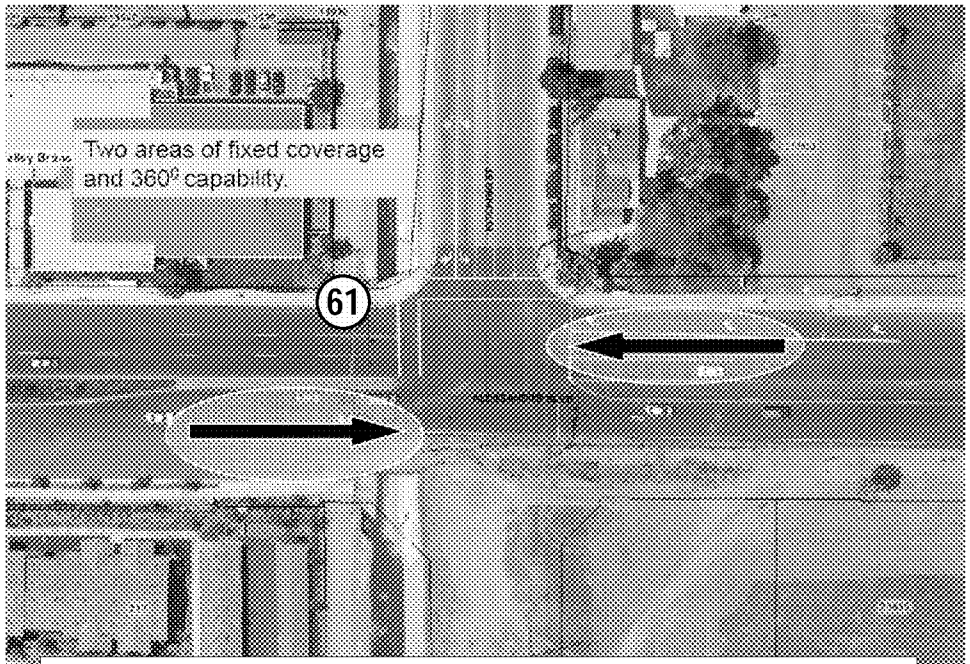

Kitching St & Alessandro Blvd

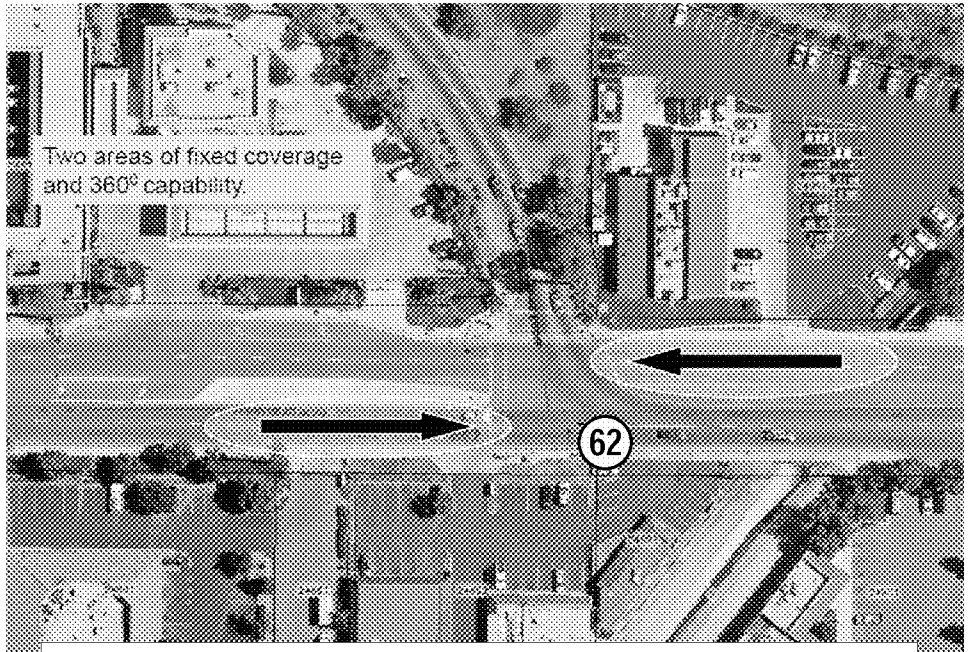

Hwy 60 E Perris off ramp & Sunnymead Blvd

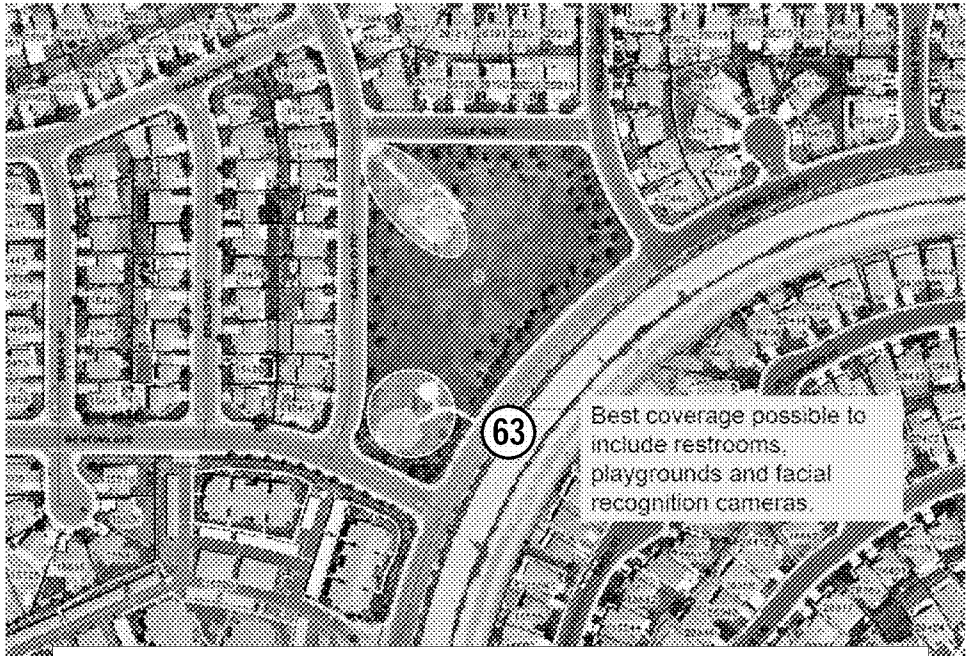

Camino Flores & Gentian Park

MV00173786

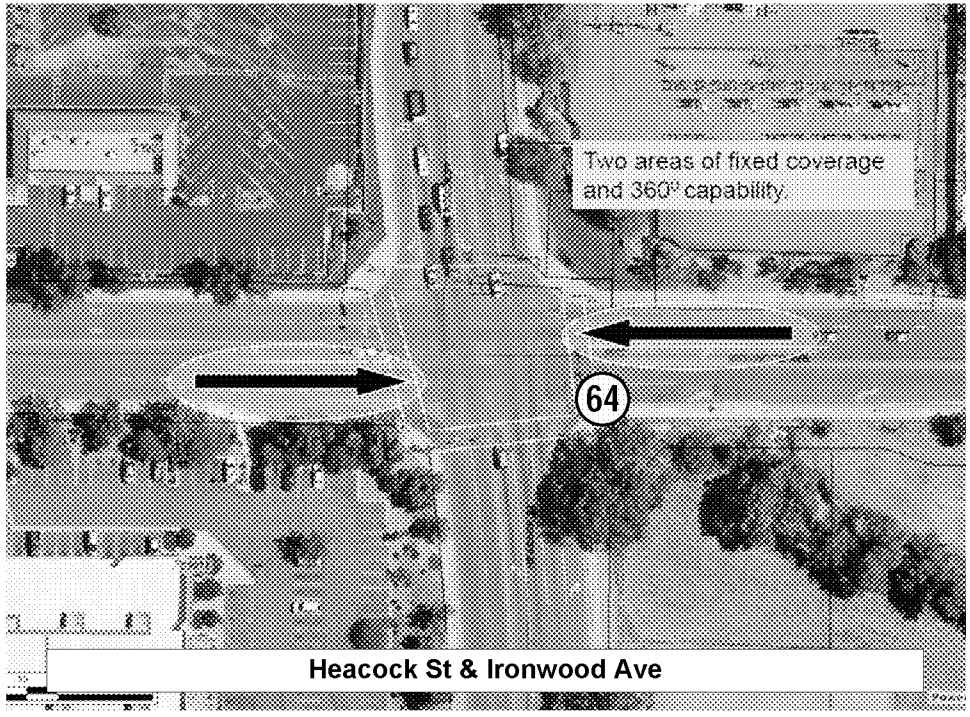

Heacock St & Ironwood Ave

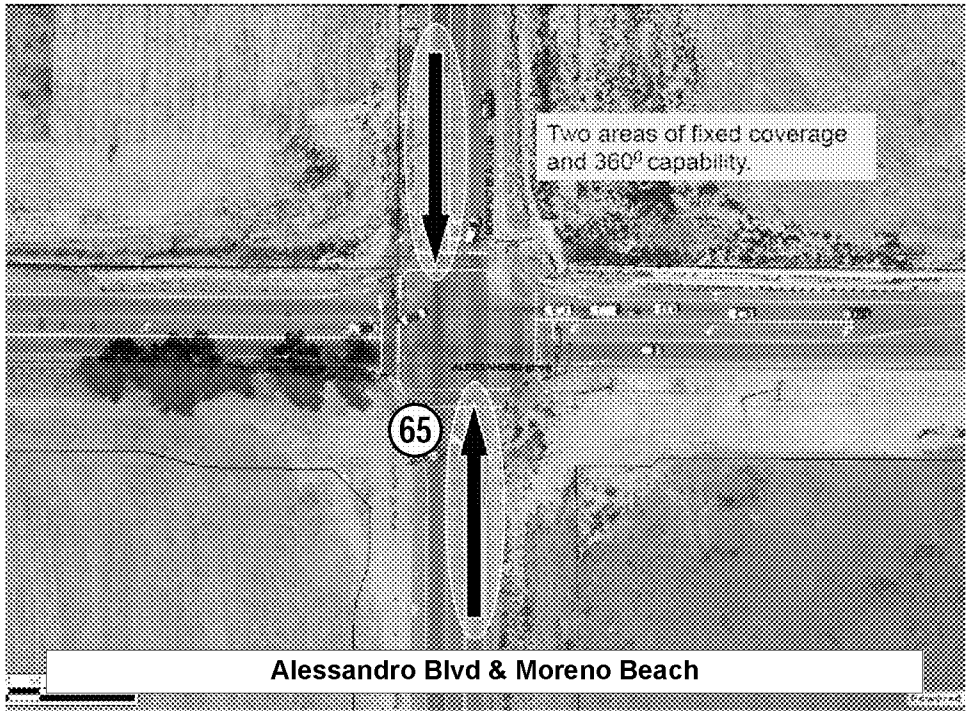

Alessandro Blvd & Moreno Beach

Alessandro Blvd & Redlands Blvd

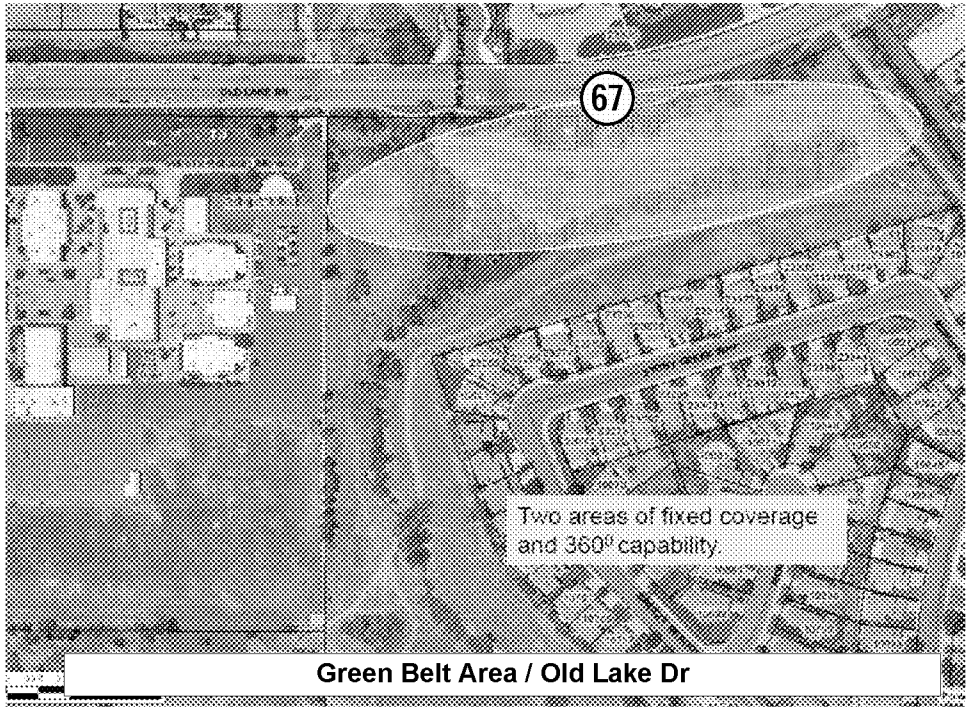

Green Belt Area / Old Lake Dr

MV00173787

Appendix C. Park Camera Locations

MV00173788

West Bluff Park

MV00173789

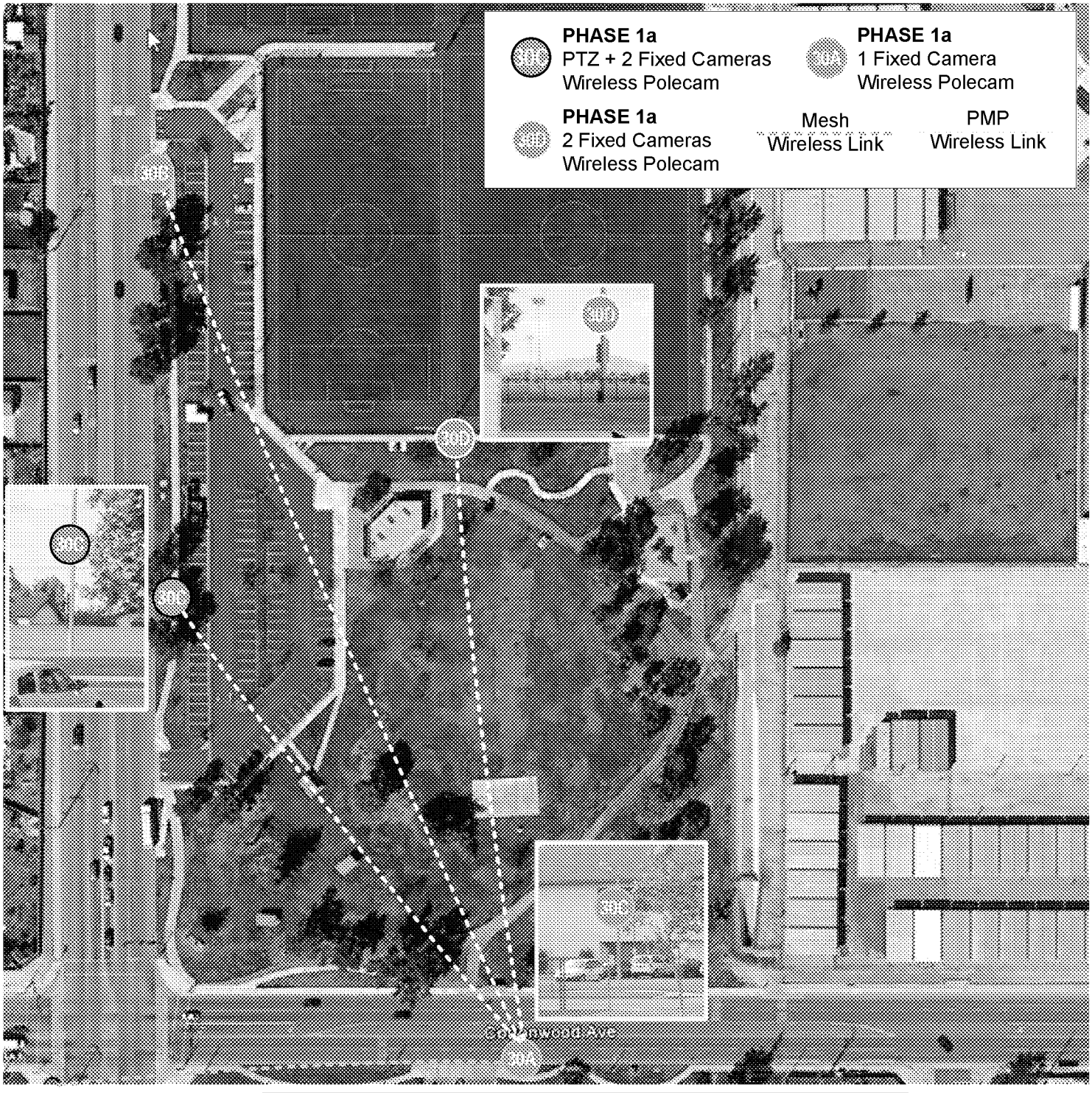

Moreno Valley Community Park

MV00173790

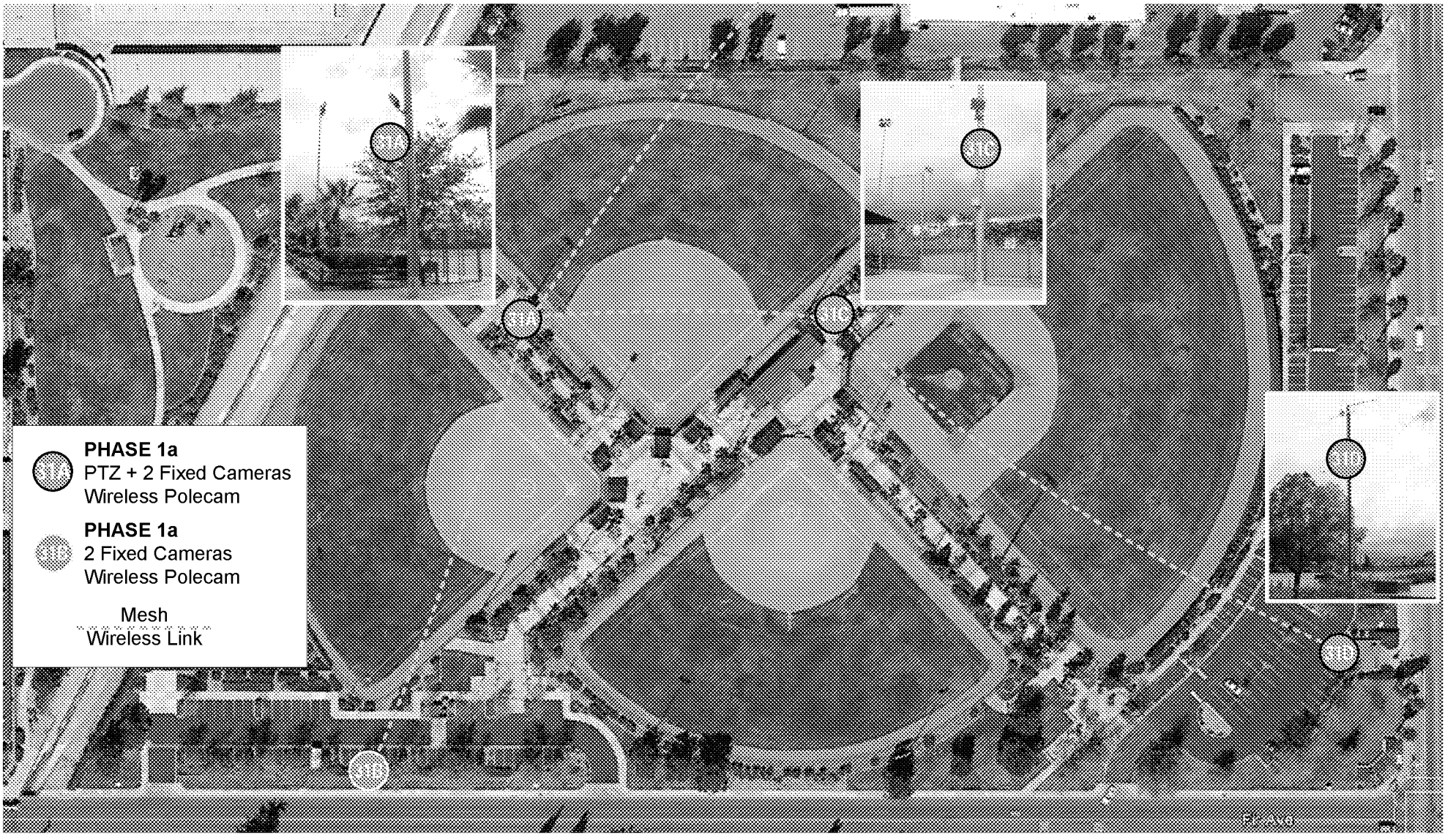

Sunnymead Park

MV00173791

Woodland Park

MV00173792

Pedrorena Park

MV00173793

Victoriano Park

MV00173794

Towngate Memorial Park

MV00173795

GENERAL QUESTIONS:

Thank you for the thought and all the work that went into your proposal.

We are purchasing the CPUs and monitors for the monitoring room inside the police department. What are the specifications needed for the CPUs? How many CPUs will be needed to handle the six monitors per workspace? What is the cabling need from the CPU in the monitoring room to the IT closet?

We are also purchasing the equipment for the viewing room off of the lobby. Will a separate CPU be needed or can we run a cable from a monitor in the monitoring room to the community room? What type of cabling will your camera need for this room (i.e. cat5, cat6, rg59, rg6)?

Lights are not provided all night in the parks. How will this affect your camera solution?

One of the desired functions of the VMS was an audit log to track users logged into the camera system and be able to know what cameras were viewed and who downloaded what video feeds. Please state if your solution will accomplish this.

Explore the availability and use of fiber at the schools (Sunesys fiber).

Please address your on-going maintenance costs and software costs on a yearly basis. Be sure to include two camera cleanings per year as requested in the RFP.

The RFP stated that Cal ID uses DataWorks software for facial recognition. If DataWorks is not your solution please list where you currently have facial recognition software running through the Cal ID system.

Will your project manager be on site or remote only? If they are remote, will you have someone on-sight that can make decisions without checking in with a real decision maker?

At your interview, you will need to provide proof of concept and the viability of your wireless and storage solutions. This will include recent (within a year) video that demonstrates your camera capabilities, VMS and analytics. Please show how

your VMS is user-friendly. The proof of concept must be relevant to our desire that is expressed in the RFP.

How do you purpose to integrate with the County's Tiburon CAD system?

We need a very detailed cost breakdown. The reason for this was to help us determine if we wanted to keep a location or forgo a location based on our needs. This means breaking down the cost by the following:

- Intersections (list of main equipment items) including overall cost
- Parks (list of main equipment) and overall cost
- Storage solution (wherever and however your solution works, include a list of the main equipment and the size of the storage) and cost
- Wireless solution (list the main equipment including model numbers)
- Analytics
- Integration (Whether PD or 3rd party)
- Maintenance
- Staff hours
- Bond or withhold a portion of payment

The above list is not all inclusive and is only meant to aid you in breaking down the cost. This list was provided to all vendors so you may have answered some of these questions in the original RFP.

Please explain how your solution and company should be chosen for this project over the other finalists. The four finalists are listed below with their VMS, recording, wireless, and camera solutions.

Avrio

ONSSI Ocularis, Pivot 3, FluidMesh, Redline, Bridgewave, Axis cameras

CelPlan

Genetec, Dell Server, Radwin and Cellular, Axis cameras

Leverage

Leverage VMS, Leverage LSN radio and storage on edge, Bridgewave and LSN, Indigovision, Pelco, Sony, Axis, Bosch, IQinvision

Pechanga

Ipconfigure, EMC Isilon, Ubiquity, Axis cameras

AVRIO

Please address your solution to record the existing 48 PD cameras and maintain the video for one year. What will the storage needs be and what will it look like.

Explain possible plan for future expansion of edge storage.

Discuss why a D1 (720 x 480) camera resolution. What if we want a higher resolution? How will that effect storage and bandwidth requirements?

Are you confident in FluidMesh integrated antennas, not external, as adequate for the project?

You state one of FluidMesh's radio key features of 100 Mbps via s/w plug-in (p.15). Please explain the purpose of plug-in and requirements to operate at 100 Mbps.

Discuss use of Box Springs as core wireless site and alternatives not on Box Springs that will cover the north valley.

Please provide the specifications for the equipment you wish to place on Box Springs Mountain. How many antennas will you need placed there and what size. Do you need floor space or rack space and how much? Discuss and explain the role of Avrio Sensor Scene as a middleware to CAD integration.

Explain your storage selection of Pivot 3. What makes Pivot 3 the best solution? Is it supported in a Windows Server 2008, not 2003, environment.

Address maintenance and support issues at the Fresno County Sheriff's Office.

Who will provide the four hour response for initial repair issues?

Address one-way communications with the parks. We want to be able to be heard on a speaker at the parks, but not to hear or record the conversations at the parks.

Moreno Valley Citywide Camera Surveillance System

Avrio RMS Group Presentation – May 30, 2012

Avrio RMS Group Solutions

- Wide area wireless video surveillance systems
- Command and Control (C2) video walls and command workstations
- Interoperability and integration software applications including analytics, computer aided dispatch, gunshot detection and other public safety related systems

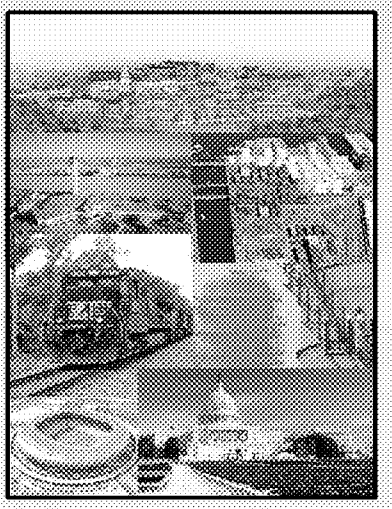

Why Avrio RMS Group

100% Focused on Public Safety Solutions for Municipalities and Government Agencies

- Focused exclusively on Municipal and Federal Government wide area and IP surveillance solutions
- Our depth and breadth of experience in the Public Safety market
- Broad integration experience specifically around IP-Surveillance platforms and analog and/or proprietary camera systems integration
- Highly skilled wireless engineers as well as software engineers ensures total solution works as promised

Proven Performance

MV00173801

Proven Success

- **Chicago**: Largest camera integration project in the Country, 2003 – present.
- 1,200+ cameras connected using mesh, wireless point to point, copper and cellular, over 200+ mi^2
- Thousands of legacy cameras from schools, banks and private businesses integrated within the new network
- Internationally acclaimed, studies have shown a $4.29 savings for The City for every $1 invested*

- **Denver:** Designed and deployed a 75 camera system across the City ahead of the Democratic National Convention in August of 2008.
  - Accommodated venue change with less than 2 weeks notice
- Flexible and scalable design has enabled the City to grow to 200+ cameras since '08
- DPD has shown a 50% reduction in time/cost spent investigating and prosecuting crimes with video evidence.**

- **St. Paul**: Concurrent with '08 DNC in Denver, we built a similar system in St. Paul, presently still expanding.
- Developed custom web application to allow 500 agents from 30 different agencies to simultaneously view any public/private cameras in area.
- Deployed cutting edge wireless mobility network to allow live viewing of dash-mounted cams in squad cars as they move throughout the city.

- **Buffalo**: 100% wireless video network across city supporting over 200 cameras currently
- System elegantly scaled from 30 cameras to 200+ while maximizing equipment utility. (Zero equipment loss)
- Built complete Command & Control room
- Video system integrated with CAD for automatic camera selection and positioning of 911 events.
- Video Analytics for exception based monitoring

**http://www.urban.org/url.cfm?ID=412403

**http://www.public-safety-tech-academy.com/video/funding/funding-grants/

Proven Experience

City of Pittsburgh, PA

- Over 250 Cameras integrated into IP-Surveillance head-end and command and control. Included conversion of analog cameras from PennDOT

Minnesota Department Of Transportation

- Wireless system allowing for the collection and live monitoring of video from moving vehicles

FBI

- National License Plate Recognition system

Department of Homeland Security

- Wireless camera systems on the Northern and Southern borders as well as the integration of disparate systems including ground sensors

Cayman Islands

- Territory-wide wireless video surveillance system across the Cayman Islands

MV00173802

The Solution

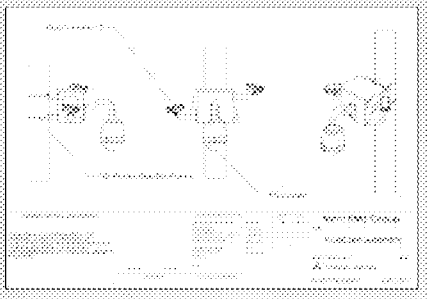

- Hybrid Wired/Wireless Approach
- Proven PODSS with multiple configuration options (77 ~ 215 Cameras)
- High performance Cameras from Axis
- Bridgewave and Redline for Core Backhaul links, Fluidmesh for street level wireless camera clusters
- ONSSI Ocularis head-end and 30 days of minimum storage using Pivot3 RAID 6E servers
- A Proven Approach!

The PODSS

Field Proven Portable Outdoor Digital Surveillance System (PODSS)

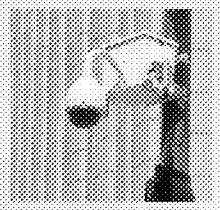

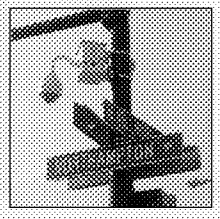

- Cast aluminum enclosure – (PoleCam)
- Installed in dozens of Cities with extreme heat (Phoenix, AZ), humidity (Charleston, SC) and cold weather (Buffalo, NY) conditions
- NEMA 4 Rated
- Surge suppression, dual power supplies, exhaust fan, steel banding
- Multiple configuration options including PTZ w/ dual fixed cameras
- Can house on-board computer, additional radio's e.g., WiFi or 4G LTE, gunshot detection sensors and LPR cameras

MV00173803

PODSS (Continued)

Field Proven Portable Outdoor Digital Surveillance System (PODSS)

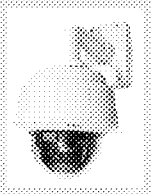

- Axis Q6032-E, 35X optical zoom, 4CIF Resolution
- Tremendous low light capability
- Fast pan/tilt response times
- Proven, field tested, great for patrols
- Can exchange for any camera

- 5 Megapixel (MP) HD Camera 1080p
- 3.5-10 mm day/night varifocal lens
- H.264 encoding
- Two way, full duplex audio support

Wireless Approach

- Carrier Class Backhauls
- Micro-Meshes with unlimited scalability
- Point-to-Multi-point options
- Fiber for improved reliability
- High Quality, Fluid Video
- Quality of Service support for Wi-Fi options

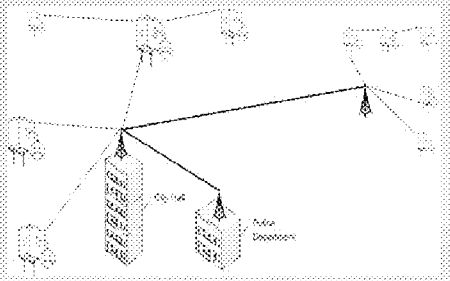

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Software Overview

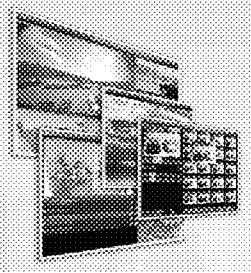

- ONSSI Ocularis with NetEVS recording for 216 cameras
- Open Architecture, Non-Proprietary Video-Centric PSIM (Physical Security Information Management) for Large Enterprise
- Scalable Functionality; NVR to PSIM
- Multiple Recording Platforms and Video Clients
- Universal Camera and Hardware Support
- Modular, Optional Functionality
- Best-of-Breed Solution Integration
- Advanced Human Engineering; Intuitive Functionality

Overview of Training

Full training program for up to 25 City employees and contractors

- Avrio RMS Group will provide all materials custom tailored to DPD's specific solution
- All hardware and software will be covered in the training program
- Administrative training is included and will be in a "train the trainer" format
- Will use certified trainers or instructors for all courses
- Included in price is two (2) classes, each a full day and an additional one (1) day for administrator training

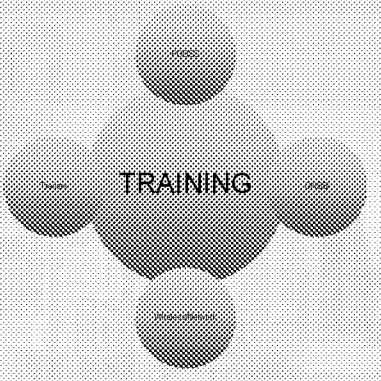

Project Plan

Project Plan			
Milestone Description	**Duration**	**Start**	**End**
Proposal Awarded – June 12th or 26th	1		
Milestone #1 - Detail Design & Signoff / Order / Begin PoleCam Production	20	7/2/2012	7/30/2012
Milestone #2 – Monopole, rooftops, tower equipment installations	30	7/30/2012	8/31/2012
Milestone #2 - Installation and Integration of Wired Infrastructure and Head End Equipment	20	9/3/2012	9/28/2012
Milestone #3 - Installation of PoleCams, Wireless Infrastructure and VMS Server	50	9/17/2012	11/16/2012
Milestone #4 - System Testing and Training	5	11/19/2012	11/23/2012
Milestone #5 - Post Installation Documentation /Moreno Valley Project Signoff	5	11/26/2012	11/30/2012

Support and Maintenance Plan

World-Class Support Built Specifically For These Solutions

- 24x7x365 help desk/remote support
- Guaranteed response times/SLAs
- Field level support
- Sparing solution (complete PODSS, major components, cameras, etc)
- All firmware, patches, software updates included
- Extended Warranty
- Staffed by certified engineers

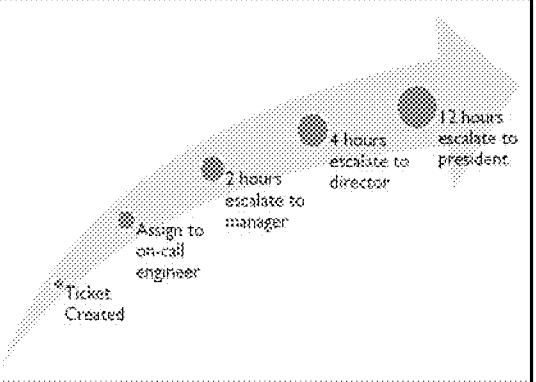

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Pricing Structure

Qty	Description	Mfg/PN	Core	North	South	East	West	NorthCtr	SouthEast	Center	WestCtr	Portable									Price	Ext Price
	Connectivity Hardware																					
150	MultiMesh Node	Proximesh/PM1000M-NW		22	30	5	5	22	22	22	15	5			1	2	1	1	1	1	$4.95	$87,525
38	MultiMesh License	Proximesh/PM1000M-30		10	10	3	3	10	10	10	5	1			1	1	1	1	1	1	$9.95	$6,645
27	MultiMesh License	Proximesh/PM1000M-40		7	7	2	2	7	7	7	4	1				1	1				$11.95	$2,925
26	Mounting Hardware and Installation Supplies	Avrio/Shop	4	17	17	11	24	49	32	34	20	6	2	9	21	1	2	3	1		$99	$23,760
3	Radios	Radios AN-80 radio, ant, pwr, Ethernetor		1	1	1															$3,995	$10,647
9	Radios	Radios EDG-2000 bda, ants, pwr, Ethernetor	1				1		1	1	1										$5,995	$39,970
3	Bridgeway	PacPort23.86Mbps w/2 ant	1																		$25,700	$17,310
3	Bridgeway	PacPort23.86Mbps w/2 ant	1																		$22,895	$17,895
3	Bridgeway	BW80	1																		$18,695	$36,660
3	Mounting fabri	80 Steel Mounting, Install Attachments	1																		$24,250	$24,250
30	P25v2 HD Fixed Poleform	Avrio/Shop		3	3	3	3	10	3	10	4	1	1	1	1	1	1	1	1	1	$6,995	$209,850
2	HD Fixed Pole cam	Avrio/Shop										1			1	1	1			1	$6,995	$14,590
3	HD Fixed Pole cam	Avrio/Shop										1			1						$6,995	$20,985
5	Server	Hikvi 1278 CloudBank VM Appliance																			$20,675	$51,688
3	Ohsu Hardware	Ohsu Hardware	1																		$1,989	$1,989
20	Ohsu Lic	Ohsu Lic-30 Radios		15	15	3	12	51	24	30	12	3	3	6	15	5	3	4	7		$25	$9,250
3	Rack Server	Dell R730																			$11,635	$11,635
3	Fixed Indoor	Dell MED 14-R																			$9,895	$9,895
3	Switch ECD	80 ECD																			$11,820	$11,820
3	PC Stroller	Dell T5500																			$6,495	$6,495
3	Switch ECD	14 ECD																			$11,960	$35,880
3	Workstation	Dell																			$6,908	$20,725
3	Fiber Transceiver gear	Fiber to Ethernet			1	1	1		1	1											$18.98	$57,57
3	Ethernet gear	Dell Poe+ Switch 24																			$1,625	$4,875
		Subtotals																				$1,202,940
	Connectivity Services																					
	Ohsu Survey	Avrio/PM-FIELD-10																			$1,845	$9,985
3	Wireless Engineering	Avrio/PM-FIELD-10																			$1,995	$29,640
3	Project Management	Avrio/PM-FIELD-10																			$1,995	$10,170
3	Training	Avrio/PM-FIELD-10																			$1,995	$6,345
30	Installation Support	Avrio/PM-FIELD-10	1	5	7	2	5	18	12	10	7	2	1	4	4	1	1	2	4		$1,995	$149,250
	Subcontractor Services																					
29	Poles Installation	Snowden Electric		6	5	3	5	17	9	12	7		1	4	4	1	1	2	3		$1,550	$279,620
2	New Poles Fab/MUNI	Snowden Electric											1	1	1	1	1				$1,000	$7,000
10	Radios Installation	Snowden Electric			2	2	1	1	1												$1,000	$13,000
3	Power Work	Snowden Electric	1																		$10,250	$30,750
3	Moleskin Work	Snowden Electric	1																		$23,538	$51,675
		Subtotals																				$3,965,365
		Subtotal Equip + Servi																				$5,168,305

Thank You

QUESTION AND ANSWER

Question 1

- ***What are the specifications needed for the CPUs? How many CPUs will be needed to handle the six monitors per workspace? What is the cabling need from the CPU in the monitoring room to the IT closet?***
  - We recommend that two Workstations be used to power 6 monitors, our normal recommendation is 4 monitors per workstation with minimum 1GB Video Card. Cat 5e or Cat 6e would work for connecting the CPU box(s) to the IT Closet switch. We do recommend that the Switch have GIG Ports.
  - **Recommended Workstation Spec**
  - Intel Core Quad Core 3.0 GHz or better
  - ? 4 GB of RAM or better
  - ? 80 GB hard drive for OS and Security Center/Synergis applications
  - ? [QUAD]3D graphics card required w/ Direct3D support (1.5GB or better, x16)
  - ? 1600 x 1200 or higher screen resolution
  - ? 1000/GIG Ethernet Network Interface Card
  - ? 16x DVD+/- RW Drive1
  - ? Sound Card

Question 2

- ***Will a separate CPU be needed or can we run a cable from a monitor in the monitoring room to the community room? What type of cabling will your camera need for this room (i.e. cat5, cat6, rg59, rg6)?***
  - We recommended that a separate CPU workstation be purchased for this room. This will ensure that performance of the video is not compromised and that camera rights and protocols can be followed. This will make sure that we can implement the "kill" button that will disconnect the user from viewing the video immediately after the button is pressed, and when certain video is not to be shared in the lobby video monitor. The Software also has the feature to push required video from any client location to any client CPU workstation, if necessary. CAT5e/6 cabling is required.

MV00173808

Question 3

- ***Lights are not provided all night in the parks. How will this affect your camera solution?***
  - Since the lights in the park are switched off at some time during the night that is still ok. There has to be a contactor at the pole base which should have a constant hot on the line side and a control circuit coming from either a time clock or some type of energy management system. If that is the case, our electrician will have power at the pole and the only thing we would have to do is to install a step down transformer (already priced by Snowden). If there is no contactor at the base of the pole then there has to be a switch circuit going to the pole from a contactor or relay somewhere in the area. If so, our electricians can then install a constant hot circuit from the contactor or relay to the pole light. If the circuit is not 120-volt then we would have to install a step down transformer (already priced by Snowden).

Question 4

- ***One of the desired functions of the VMS was an audit log to track users logged into the camera system and be able to know what cameras were viewed and who downloaded what video feeds. Please state if your solution will accomplish this.***
  - As stated in page 22 Section 4.3 of our response, ONSSI logs all operations in the Image Server log and Recording Server log. Clients connected with the Ocularis Client have the ability to log to the system thereby providing that functionality.

MV00173809

Question 5

- ***Explore the availability and use of fiber at the schools (Sunesys fiber).***
  - Availability of leased fiber from Sunesys in some Moreno Valley schools can provide an additional gateway for traffic from cameras at locations where access to city fiber or RF line-of-sight surpasses the cost of providing a wireless connectivity solution. According to Sunesys's existing infrastructure map for Moreno Valley, dark fiber does not extend to the EOC. The solution will require extending the Sunesys fiber to the a City Fiber PoP (point-of-presence) or wireless to the core location at the EOC.

Question 6

- ***Please address your on-going maintenance costs and software costs on a yearly basis. Be sure to include two camera cleanings per year as requested in the RFP.***
  - Avrio RMS Group included year 1 costs in our base price for both maintenance and software. Maintenance includes all software SUP renewals as well as 24x7x365 help desk, field level support, sparing solution, advanced RMA's and 2 camera cleanings per year. In essence, all material and labor is included in the annual contract. Subsequent year's pricing was included in the pricing proposal for years 2 through 5.

MV00173810

Question 7

- ***The RFP stated that Cal ID uses DataWorks software for facial recognition. If DataWorks is not your solution please list where you currently have facial recognition software running through the Cal ID system.***
  - The Face Plus product from DataWorksPlus will recognize images gathered by the video surveillance cameras on this proposal. Current FacePlus requires manual entry of images from any source such as ATM machines, scanned images, and video JPEG from any VMS system. DataWorksPlus is currently testing their new case management tool that will allow the user to play a video stream and stop it at an image consider to have the best frame to run against the images in the mug-shot detection database for a facial match. Our solutions will support either mechanism.

Question 8

- ***Will your project manager be on site or remote only? If they are remote, will you have someone on-sight that can make decisions without checking in with a real decision maker?***
  - Yes, Avrio RMS Group will assign an onsite project manager for the duration of the project. The project manager will have decision making rights and will manage our local electricians, wireless, and system engineer(s) as well as all client and consulting subcontractor communications.

MV00173811

Question 9

- ***At your interview, you will need to provide proof of concept and the viability of your wireless and storage solutions. This will include recent (within a year) video that demonstrates your camera capabilities, VMS and analytics. Please show how your VMS is user-friendly. The proof of concept must be relevant to our desire that is expressed in the RFP.***
  - See Demonstrations

Question 10

- ***How do you purpose to integrate with the County's Tiburon CAD system?***
  - Our PantaScene product was built to integrate with any event based system that provides an open interface for listening to XML based events. PantaScene is being used by Cities across the country to integrate various types of systems including computer aided dispatch, gunshot detection, NOAA weather alerts, Web 2.0 hits, and CBRN sensors, etc. Tiburon integration is currently on our roadmap and under development as we are implementing this for several of our customers using the Tiburon CAD system including Allegheny County, PA among others.

MV00173812

Question 11

- ***We need a very detailed cost breakdown. The reason for this was to help us determine if we wanted to keep a location or forgo a location based on our needs.***

Mfg/PN	Core	North	South	East	West	NorthCtr	SouEast	Center	WestCtr	Portable							
Total Nodes		5	5	5	4	17	8	11	4	1	1	4	4	3	1	2	1
Wireless Overhead	$770																
Wireless Equipment	$1,858	$12,531	$13,281	$14,390	$13,970	$12,117	$12,759	$12,947	$13,571	$8,119	$10,461	$8,427	$10,930	$9,871	$10,451	$8,978	$9,678
Services		$5,189	$7,788	$11,687	$6,814	$5,571	$8,274	$5,861	$9,081	$	$8,278	$5,461	$6,006	$5,734	$6,278	$5,189	$5,189
Camera Licensing		$698	$698	$698	$698	$698	$698	$698	$698	$466	$698	$466	$640	$582	$698	$466	$543
Headend Overhead	$1,220																
Cost/node/intersection - All		$22,266	$25,616	$30,673	$25,330	$22,434	$26,580	$22,754	$29,108	$12,452	$21,275	$18,202	$21,424	$20,035	$21,275	$18,080	$19,258
Cost/node/intersection-w/o Core		$20,408	$23,758	$28,765	$23,471	$20,576	$24,721	$20,896	$27,339	$10,594	$19,416	$16,343	$19,566	$18,176	$19,416	$16,222	$17,400
Cost/node/intersection -w/o Core w/o Headend		$19,188	$22,538	$27,545	$22,252	$19,356	$23,501	$19,676	$26,120	$9,374	$18,197	$15,124	$18,346	$16,957	$18,197	$15,002	$16,180

Question 12

- ***Please explain how your solution and company should be chosen for this project over the other finalists. The four finalists are listed below with their VMS, recording, wireless, and camera solutions.***
- ***Avrio***

  ONSSI Ocularis, Pivot 3, FluidMesh, Redline, Bridgewave, Axis cameras
- ***CelPlan***

  Genetec, Dell Server, Radwin and Cellular, Axis cameras
- ***Leverage***

  Leverage VMS, Leverage LSN radio and storage on edge, Bridgewave and LSN, Indigovision, Pelco, Sony, Axis, Bosch, IQinvision
- ***Pechanga***

  Ipconfigure, EMC Isilon, Ubiquity, Axis cameras

MV00173813

Question 13

- ***Please address your solution to record the existing 48 PD cameras and maintain the video for one year. What will the storage needs be and what will it look like.***
  - We propose to add H.264 Encoders to convert the analog feed to Digital and add it to the System. The cost would be the camera license and the rack mount encoder blades. Below chart describes the camera bandwidth need and storage requirement based on 1 year storage keep.

Camera Name	Number Cameras	Video Format	Device Resolution	Frames Per Second	Frame Size/ Bitrate	Hours	Motion Percentage	Number of Days	Storage	Bandwidth
48 existing PD Cameras	48	H.264	640*480	30	768 Kbits	24	100%	365	150TB	37.1mbit

Question 14

- ***Explain possible plan for future expansion of edge storage.***
  - Both proposed Server/Storage Pivot3 platforms and ONSSI VMS has the ability to quickly change the design from centralized to a de-centralized architecture. Given the Infrastructure and future growth, we can either add additional Server/Storage Pivot3 capacity centrally to accommodate the camera addition or other Windows Platform with ONSSI on the network. The ONSSI Federation Architecture allows to bring all the Servers into ONE GUI Platform so that they can all be managed from one location and one software interface.

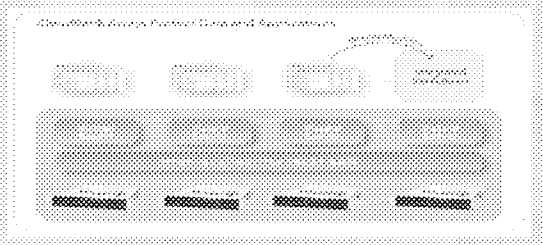

Question 15

- ***Discuss why a D1 (720 x 480) camera resolution. What if we want a higher resolution? How will that effect storage and bandwidth requirements?***
  - The proposed Wireless PTZ Polecams include one Axis Q6032 and two HDTV Megapixel Fixed cameras at those locations. The key feature of the Axis 6032 is it 35X optical zoom and its 128X wide dynamic range. Avrio RMS feels that with two fixed HD cameras and one high-power zoom capable camera at each camera location provides a good balance cost and features at these intersections. Avrio RMS does not object of upgrading the Axis Q6032 to the Axis Q6035 HDTV PTZ camera. The Axis Q6035 has a 20X optical. We would estimate that bandwidth and storage would increase by 30% over the existing 4CIF PTZ cameras proposed.

Question 16

- ***Are you confident in FluidMesh integrated antennas, not external, as adequate for the project?***
  - Yes, we are. By using radios with integrated antennas at the street level we achieve the same results in regards to connectivity as we would when using connectorized radios and their external antenna(s). FluidMesh product line offers a connectorized version which we also use at locations were the radio must be located in a specific location and its antenna in another. Having an integrated radio on a street pole eliminates the needs to have an antenna, its RF cable, lightning arrestors, and connectors exposed to the environment. It also increases the count of items hanging from a pole at each location which adds to the management, installation, support, and further user training. An integrated antenna is also more appealing to the public and less intrusive which has helps many cities obtain permits from their Public Works with ease. Avrio RMS understands that there could be instances where a connectorized radio might be required at one or two intersections of this project, but as needed.

MV00173815

Question 17

- ***You state one of FluidMesh's radio key features of 100 Mbps via s/w plug-in (p.15). Please explain the purpose of plug-in and requirements to operate at 100 Mbps.***
  - As new requirements dictate an increase in bandwidth in areas where a wireless network infrastructure is already in place, Fluidmesh radios can be easily upgraded via software plug-ins as to provide the additional throughput with any physical intervention. This feature allows the user to limit the total cost of ownership of the wireless network by paying only the amount of bandwidth required at any specific time. Avrio RMS design for the Moreno Valley includes a minimum of 30Mbps for every client node link which exceeds the minimum required bandwidth needs from each PoleCam. Various locations require 60Mbps as shown in the pricing sheet. This feature will allow the City of Moreno Valley to add PoleCam nodes in those vicinities and only purchase additional bandwidth if needed.

Question 18

- ***Discuss use of Box Springs as core wireless site and alternatives not on Box Springs that will cover the north valley.***
  - Page 20, Section 4.2.1 of the proposal refers to the Core High Speed Network drawing and explains the equipment and bandwidth requirements for the links that connect at a Box Springs Tower (BST). It also offers a solution which is also described in that section that will require the installation of an additional monopole somewhere within the EOC /City Hall complex and a self-supporting antenna mast at Fire Station #6. That section also offers one of the solutions for the North Valley camera locations which includes using PoleCams with 3G/4G radios for connectivity to the nodes. One additional option is depicted in the drawing below. This option will utilize the Sunesys leased fiber from the Sugarhill Elementary and Vista Heights Middle schools to bring in the video traffic to either another school in the vicinity of the EOC or at an intersection where a Sunesys fiber PoP interconnects to the City Fiber PoP. At that location,camera traffic will be connected/routed to the EOC core site. Avrio RMS will work with the City and the School system's IT to specify and design the layer 2 or layer 3 requirements of connecting to the Sunesys/School fiber link(s).

Question 19

- ***Please provide the specifications for the equipment you wish to place on Box Springs Mountain. How many antennas will you need placed there and what size. Do you need floor space or rack space and how much?***
  - For the core links, a total of three Bridgewave FlexPort23 microwave radios and three HP2-23RR 2ft high performance antenna with their radome will be installed on a tower. Three RMSL348 rack mounted power supplies totaling six rack units (3.5"x3) will need to be installed in the equipment trailer in addition to three DS210-48VDC DIN-rail power supplies.
  - Connectivity to the North Valley locations proposed as part of this response will be achieved by the use of two FluidMesh 1100 series radios. These radios will be powered via PoE by one LNP-1002GN DIN rail mounted switch located inside the equipment trailer.
  - Attached are the specifications for each device identifying the model number and specifications requested.

Question 20

- ***Discuss and explain the role of Avrio Sensor Scene as a middleware to CAD integration.***
  - SensorScene is our integration platform targeted specifically to public safety applications. It has been used in dozens of cities for integrations from Shotspotter to CAD to CBRN type sensors. SensorScene is part of the PantaScene suite of applications. It includes a rules based engine that can be tailored to the end-customer requirements.

Question 21

- **Explain your storage selection of Pivot 3. What makes Pivot 3 the best solution? Is it supported in a Windows Server 2008, not 2003, environment.**
  - Pivot3 has better storage and server protection. For storage, Pivot3 protects systems for more drive failures (5 versus 2), a complete appliance failure (none for Intransa) and introduces predictive sparing to gracefully spare degraded drives before they fail. The Video Interruption Alarm is another feature designed specifically for surveillance customers to ensure that displayed video is in fact recorded.
  - Pivot3 uses virtualization to deliver embedded server failover without dedicated hardware, cabling or licenses. Self-healing servers ensure field failures do not compromise camera uptime or stored video access.
  - Pivot3 uses server virtualization to consolidate the infrastructure required for video surveillance. Pivot3 appliances provide both server and storage in a single appliance.
  - Yes it is supported on both Windows 2003 and Windows 2008 environment.

Question 22

- ***Address maintenance and support issues at the Fresno County Sheriff's Office.***
  - Fresno County Sheriff's Office currently has a 4 hour response Support Agreement with Avrio RMS Group. Anytime a wireless product or cameras goes offline, we are quickly able to address the issue in a 4 hour response time period. We have remote access to the site to fix 90% of the issue, while our local Field Engineer can troubleshoot hardware issues onsite as required.
  - Majority of our issues in the past 6 months have been following:
    - Bad Radio. The radio was immediately replaced using advanced RMA as part of our agreement
    - Bad Camera. The camera was replaced through vendor RMA process
    - County's Network going offline. The county IT was notified and the problem was fixed by working together with the County IT.

MV00173818

Question 23

- ***Who will provide the four hour response for initial repair issues?***

  - Avrio RMS Group will have an assigned field engineer to Moreno Valley during the maintenance period. This individual will be trained and certified on all of the major system components be a local resource. We will also maintain local spares inventory to ensure the system is brought back to 100% operation within the agreed upon SLA.

Question 24

- ***Address one-way communications with the parks. We want to be able to be heard on a speaker at the parks, but not to hear or record the conversations at the parks.***

  - As expressed in page 21 Section 4.2.3 of our proposal, two-way audio can be very easily added to any PoleCam unit on the field. However, we are not proposing a microphone be installed as part of this solution, therefore you will not physically be able to record any audio from any of the camera locations. The ability to speak or make announcements to someone at the park can be achieved by equipping the enclosure with a Sony Speaker. The external speaker for one-way communication will be attached to the pole above the enclosure. We propose the Sony SCAS30. The SCAS30 is a durable active speaker for outdoor environments, specifically designed for audio edge device for security network cameras.

Conditions

- The contents of this presentation and its attachments (if any) may be proprietary and/or confidential and are intended solely for the addressee(s) hereof. In addition, this presentation may be subject to non-disclosure or confidentiality agreements or applicable legal privileges, including privileges protecting communications between attorneys or solicitors and their clients or the work product of attorneys and solicitors. If you are not the intended recipient, or if this presentation has been sent to you in error, please do not read, disclose, reproduce, distribute, disseminate or otherwise use this presentation or any of its contents.
- The contents of this presentation are company and City of Moreno Valley confidential. No copies may be made without the express written permission of Avrio RMS Group and the City of Moreno Valley.
- In no event shall Avrio RMS Group be liable for any indirect, special or consequential damages arising out of or in connection with the use of the presentation.
- In case of questions for commercial usage please get in contact with us.

E-Mail: info@avriormsgroup.com

Avrio RMS Group
www.avriormsgroup.com

World-class solutions for public safety and transportation markets.

Avrio

Request for Best and Final Offer

Please respond to the following questions in writing by Tuesday June 12, 2012 by 5pm.

1. Please provide the coverage, services, and dollar amount for maintenance each year for the first five years.
2. To provide the best quality recording quality and frame rate possible we see the storage needing to be approx. 100 TB. We required 30 day storage for intersections and parks cameras and 365 day storage for the police department cameras. Please address this in you proposal and include the cost.
3. Using BRS analytics what is the licensing fee per camera or group of cameras? We anticipate initially licensing 1 camera per park with analytics.
4. Please provide the timeline to integrate with the Tiburon CAD to communicate an event and turn cameras to presets that are programmed for such events (i.e. armed robbery).
5. How many TV news stations will we be able to record?
6. Describe how local support will work including timeline when we have a failure of equipment whether it is a camera, radio, or head-end recording device.
7. Describe how engineering support will work, including timelines, if an engineer is required.
8. We would like to be able to expand the system as money is made available. During the time period of the maintenance contract or as far out as you will commit we would like installation and service costs. We would like to be able to add cameras and radios to connect to the system including labor costs for at least a three year period. This formal request will ensure future expansion stays a part of this bid process.
9. How many locations will be covered in the first deployment?
10. Just a reminder, at our meeting you mentioned you would include the speakers at the parks. What type of speakers and cost?

3 N. Harrison St, Suite 100 * Easton, Maryland 21601* Phone: (410) 820-9334 * Fax: (410) 820-4304
E-Mail: dlipscomb@avriormsgroup.com Web: www.avriormsgroup.com

Date: June 12th, 2012

Tom Tucker
City of Moreno Valley, California

RE: RFPSC TT11/12-10, PROJECT TS-CCSS 2012-02

Dear Mr. Tucker:

Attached are our responses/clarifications to the individual pricing and technical components you requested in your email dated June 6, 2012. We are agreeing to the proposed changes at the firm fixed price bid in the original proposal of $1,768,106. Avrio RMS Group will provide the following additional scope at no additional charge to the City of Moreno Valley (the "City"):

1. Speakers in each park.
2. Additional Storage (for a total of 108 TB) to include licensing and storage for existing Police Department ("PD") cameras (365 days).
3. Additional hardware/software to allow up to 4 TV news stations to record video.

Our Company and proposed solution provides the following benefits to the City:

- Centralized management of all system components including servers, storage, network and cameras, improves overall reliability and decreases maintenance costs and allows for ease of scalability in the future.
- A completely open architecture that does not lock the City into any proprietary software or hardware.
- PODSS (PoleCams) are proven to operate with little to no maintenance in extreme weather conditions.
- World-class support and maintenance program ensures long-term system availability.

If you have any questions regarding our pricing or technical solution proposed do not hesitate to contact me at any time on my cell (410) 310-3006 or by email: dlipscomb@avriormsgroup.com. We look forward to a long-term partnership with the City of Moreno Valley to ensure your video surveillance objectives are met now and in years to come.

Sincerely,

Darrin Lipscomb
President

Individual Questions and Answers

1. **Please provide the coverage, services, and dollar amount for maintenance each year for the first five years.**

We included the 1st year maintenance as part of our base bid. Our support program is all inclusive, if anything goes wrong with the system with exception of acts of god, Avrio RMS Group will repair, replace and restore the system to operational condition. Our maintenance and support includes the following:

- Repair or replace any failed component needed to restore the system to full operation.
- Provide 24-7-365 Help Desk support with a 4 hour maximum response time for critical repair issues.
- Provide a sparing solution, whereby critical spares inventory is maintained at local facility.
- Advanced RMA for all parts.
- Extended warranty for all system components.
- Remote diagnostics and troubleshooting (requires remote access to system).
- All software and hardware patches and firmware upgrades.

Years 2 through 5 are priced as below:

Year 2: $98,000
Year 3: $112,000
Year 4: $125,000
Year 5: $145,000

2. **To provide the best quality recording quality and frame rate possible we see the storage needing to be approx. 100 TB. We required 30 day storage for intersections and parks cameras and 365 day storage for the police department cameras. Please address this in you proposal and include the cost.**

An additional four (4) 12TB Pivot3 servers are added to the proposed equipment for a total of nine (9) 12TB Pivot3 servers for a total storage capacity of 108TB. This configuration exceeds the calculated storage requirements as well as the 100TB storage specified above by the City for all the cameras and TV channels on the project. The calculations on the table below estimates 30 frame per second (fps) for all IP cameras and TV station recordings and 15 fps for the 30 cameras at the PD. Calculations use the maximum camera resolution possible for a total of 70TB of calculated storage.

MV00173823

Camera Name	Number of Cameras	Video Format	Device Resolution	Frames Per Second	Frame Size/ Bitrate	Audio	Hours	Motion Percentage	Number of Days	Storage
PTZ	67	H.264	640 x 480	30	256 Kbits	No	24	50%	30	2.7 TB
HD Fixed	151	H.264	2560 x 1920	30	2048 Kbits	No	24	50%	30	50.0 TB
PD Cameras	30	H.264	640 x 480	15	256 Kbits	No	24	50%	365	16.1 TB
(4)TV-Cha+Comm Rm	5	H.264	640 x 480	15	256 Kbits	yes	24	50%	365	2.5 TB

3. Using BRS analytics what is the licensing fee per camera or group of cameras? We anticipate initially licensing 1 camera per park with analytics.

A total of seven (7) BRS AISight channel licenses, one Dell Precision T3600 Quad-Core 2.8GHZ, 32GB DDR3, SATA RAID-1 with two 1-TB 3G drives, and an Intel X520 10GbE NIC dual port system to serve as the BRS Analysis and System Manager server and associate implementation and configuration services would be $30,000.

4. Please provide the timeline to integrate with the Tiburon CAD to communicate an event and turn cameras to presets that are programmed for such events (i.e. armed robbery).

We will be offering this as part of our Version 2.5 Release of PantaScene due for general availability on or about July 30, 2012. Beyond slewing cameras, PantaScene will support video push, alerting e.g., SMS, and automatic video clip generation as well as bookmarking.

5. How many TV news stations will we be able to record?

Included is the capability or recording video and audio for up to four (4) TV broadcast stations. The configuration includes four (4) Extron AVT-100N high-performance analog cable and TV tuner demodulators. Video and audio outputs from the four demodulators will be encoded using one (1) Axis P7410 4-channel video encoder and stored for synchronized playback in the Pivot3 servers. Please refer to question 2 above for the calculated storage for these four TV channels.

6. Describe how local support will work including timeline when we have a failure of equipment whether it is a camera, radio, or head-end recording device.

Upon notification of a failure via toll-free call or email, Avrio RMS Group will open a ticket in CRM and an acknowledgement will be sent to the originator. This is assigned to a help-desk technician initially which will remote into the system to run diagnostics and attempt to resolve the issue remotely. If, after 2 hours the issue is not resolved, the ticket will be escalated to the local field engineer for field level diagnostics which could include swapping out hardware. Our goal is to resolve all issues within a 24 hour period from initial notification. Our average time to repair for systems of this size is roughly 5 hours.

MV00173824

7. Describe how engineering support will work, including timelines, if an engineer is required.

Our local support (Field Engineer) will be trained and certified in all of the major components including hardware (radio's, cameras, peripherals, servers, etc.) and software. If after 24 hours, the local field engineer is unable to resolve the issue, he/she can escalate the ticket to a more senior engineer who will arrive onsite within 48 hours from initial notification of the problem. It is a very rare occurrence when the local field engineer is unable to resolve an issue. They have at their disposal all of our senior staff engineers no matter where they reside in the country.

8. We would like to be able to expand the system as money is made available. During the time period of the maintenance contract or as far out as you will commit we would like installation and service costs. We would like to be able to add cameras and radios to connect to the system including labor costs for at least a three year period. This formal request will ensure future expansion stays a part of this bid process.

Below are the calculated costs for one PoleCam (One PTZ + 2 HD Fixed) system for three types of deployment scenarios. The cost below includes equipment and installation services:

Scenario 1- Cost $22,194 per location – Includes overhead cost for head-end, core equipment, and wireless connectivity. An example of this type of deployment will apply to a new location where additional core, wireless, and head-end equipment services and licenses are required. The above number estimates adding five (5) or more PoleCams to a location served by the new core equipment.

Scenario 2 – Cost $20,333 per location – Includes overhead cost for head-end and wireless connectivity. An example of this type of deployment applies to an installation that utilizes the existing core network.

Scenario 3 – Cost $19,247 per location – Includes just the PoleCam. An example of this type of deployment applies to a new location that will share the available wireless bandwidth of the wireless network. Three camera licenses are included.

9. How many locations will be covered in the first deployment?

This proposal includes **all** camera locations defined on RFP # VAG TT 11/12 10 Exhibit A for phases 1, 1a, and 2. This equates to a total of 77 camera locations: 67 (1 PTZ+ 2 HD Fixed), 7 (2 HD Fixed), and 3 (1 HD Fixed). Ten (10) of these PoleCams will be deployed in the various parks as defined by the Exhibit. In addition, our proposal includes encoding and storage for the existing thirty (30) analog cameras located in the PD, one (1) fixed indoor camera for the Community Public Room, and the demodulation, encoding, and storage for four (4) TV broadcast news stations, for a total of 253 camera licenses and its storage.

MV00173825

Our design considers future deployment scenarios and demonstrates the feasibility of connecting to the cameras in the later phases (e.g. Grn, Purple, and Grey locations defined in Exhibit A). Appendix A of the proposal depicts the complete network wireless design.

10. Just a reminder, at our meeting you mentioned you would include the speakers at the parks. Please specify the speaker model that Avrio proposes to use at the park locations for 1-way communications.

We are proposing adding one (1) Sony SCAS30 speaker per park. The SCAS30 is a durable outdoor IP66 rated speaker with 35W of audio output power. This speaker will be mounted on top of the PoleCam and will be able broadcast live and recorded announcements to each park.

MV00173826

Support Agreement

Unlimited 4 Hour Response Plan

THIS AGREEMENT is made and entered into as of City of Moreno Valley between Avrio Group Surveillance Solutions, LLC (aka Avrio RMS Group), a Delaware limited liability company with its principal place of business at 8 S. West St, Suite 101, Easton, MD 21601 ("Avrio Group"), and the City of Moreno Valley (CUSTOMER) with its principal place of operation being 14177 Frederick Street, Moreno Valley, CA 92552.

For a period of one (1) year from the date hereof (the "Maintenance Term") and any renewal Maintenance Term, Avrio will supply the services described in Section 1 below ("Services") to the CUSTOMER with respect to the products described in Section 4 below ("Products") and referenced in Schedule A.

1. **INCLUDED SERVICES**

- Unlimited number of incidents including 4 hour response 24x7x365, Onsite Support: Next Business Day. All parts and labor included.
- Ability to use telephone, e-mail, chat and screen sharing technology for all support incidents including end-user support:
  - Phone: 1-877-899-9334
  - E-Mail: support@avriormsgroup.com
- Free shipment and installation of all patches and maintenance releases.
- Depot repair and/or RMA's on all equipment under current warranty
- Local spare parts inventory.
- Remote Diagnostics and Incident reporting.
- SNMP monitoring of all supported devices on the video network.
- Free software/firmware patches and upgrades.
- Preventative care for the cameras and radios no less than twice each year. This includes camera lense or dome cleaning, camera positioning adjustments, and wireless radio adjustments.

Notes:

- Avrio Group will not charge for support for up to 30 days after project signoff.
- Pursuant to the terms of this Agreement, any service and labor charges not covered under the terms of this Agreement shall be charged by Avrio Group at the following rates: Mon-Fri $150/hr.; Sat, Sun & Holidays $250/hr. Hours billed after normal working hours (9am-5pm) will be billed at 1.5 times the hourly rate. Travel expenses are additional and charged as 1 way travel time at normal hourly rates.

2. AVRIO GROUP RESPONSIBILITIES

During the Maintenance Term:

- AVRIO GROUP will use commercially reasonable efforts to assist the CUSTOMER to resolve problems in its use of the IP Surveillance solution as described in Section 1. AVRIO GROUP makes no guarantee that it can, or will, solve any problems with respect to the solution presented by the CUSTOMER, and further disclaims any warranties above and beyond the manufacturer's warranty or any limited warranties expressly made by AVRIO GROUP in the statement of work terms and conditions.
- AVRIO GROUP will provide access on its web site and/or FTP site to all Maintenance Updates for software and firmware that is part of the solution to the CUSTOMER as soon as practical in the ordinary course of business after commercial release of the same.
- AVRIO GROUP will provide Customer with Maintenance Updates, which, in AVRIO GROUP'S sole determination, correct application problems that are reasonably likely to prevent substantially full utilization of Product(s).
- AVRIO GROUP will offer Services for the then current release of Product(s). Avrio will also offer Services for the release of Product(s) immediately preceding the then-current release for not less than twelve (12) months from the date of such release.

3. CUSTOMER RESPONSIBILITIES

- CUSTOMER is responsible for (i) hardware, (ii) operating systems, (iii) network setup, (iv) network maintenance and (v) setup and use of any file access control systems.
- CUSTOMER is responsible for providing secure remote broadband access to all servers that require support. Administrative rights and login will be provided to Avrio allowing for support and monitoring of the CUSTOMER installation.
- CUSTOMER is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the IP-Surveillance software.
- CUSTOMER shall provide its personnel access to, and require its personnel to review, the IP-Surveillance software user guide before calls are made to Avrio Telephone Support.
- If support requires onsite services, CUSTOMER will be billed for one way travel time and a per diem not to exceed $200/day.
- Customer is responsible for requesting any Maintenance Term extension. In the event that Customer does not request and pay for a Maintenance Term extension, Avrio makes no guarantee that Services will be supplied.
- After expiration, Customer may resume the Services by payment of the then current annual Maintenance and Support Fee.

4. **PRODUCTS COVERED IN AGREEMENT**

ALL PRODUCTS PROVIDED AS PART OF THE ORIGINAL CONTRACT. SEE BILL OF MATERIALS.

5. **ANNUAL MAINTENANCE FEE:** Customer will pay Avrio an annual maintenance fee for the Services in accordance with the fee schedule set forth below ("Maintenance and Support Fee"), which shall be paid within thirty (30) days of the date of invoice. If Customer breaches any of its obligations under this Section 5, Avrio may in its sole discretion terminate this Agreement by providing written notice and/or refusing to provide the Services.

a.	Year 1 maintenance	Included - No Charge
b.	Year 2 maintenance	$98,000
c.	Year 3 maintenance	$112,000
d.	Year 4 maintenance	$125,000
e.	Year 5 maintenance	$145,000

6. **EQUIPMENT MAINTENANCE:** Avrio Group agrees, during the Initial Term of this Agreement, and any extension thereto, subject to the other terms of this Agreement, to keep the CUSTOMER's Equipment, as described on the attached Schedule A (hereinafter referred to as "Equipment"), in satisfactory operation and to make all repairs and adjustments to the Equipment, and to supply such parts as may be required which are incidental to the maintenance of the Equipment. Such maintenance shall be provided to the CUSTOMER at the Equipment's location subject.

7. **EXCLUSIONS FROM COVERED MAINTENANCE**: The following labor and services shall be expressly excluded from the Maintenance provisions of this Agreement: (1) Services required due to change or alterations in Equipment specifications not performed by AVRIO GROUP personnel, (2) Services required due to supply items that do not meet AVRIO GROUP' specifications or standards, (3) Installation, moving, or removing of the Equipment, options, attachments or cables, (4) Replacement of consumable items, supplies or accessories (such as ink cartridges, disks, paper, scanners lamps, pad assemblies, pick rollers, etc.), (5) Replacement of parts, repair of damage or increase in Service Time to Equipment resulting from fire, lightning, flood, wind, accident, theft, abuse, neglect, misuse, natural disaster, or any causes other than ordinary use for which the Equipment was intended, (6) Problems related to software (other than the internal operating system software), whether such software is program files or data files on either tape, floppy disks, hard disks or any other kind of media, (7) Electrical work external to the Equipment or maintenance of accessories, attachments or other devices not listed on the Schedule A, (8) Service or repair due to failure of electrical power, air conditioning or humidity control, (9) Refinishing of Equipment, (10) Work requested by CUSTOMER for rearrangement, such as additional wiring, moving other equipment or cables, relocating Equipment or repairing a previously prepared site or station to make it operational, (11) Specific requests by CUSTOMER for maintenance which is in addition to Covered Maintenance requirements, and (12) labor and services associated with equipment that is no longer covered under the manufacturer's warranty.

8. **SOFTWARE RELATED PROBLEMS**: Upon a determination by a AVRIO GROUP engineer that a problem is related to software (other than internal operating system software), and thereby excluded from the Covered Maintenance provisions of this Agreement, the engineer will immediately notify the CUSTOMER and the CUSTOMER will be

subject only to AVRIO GROUP' minimum charge for service and labor. All further work thereafter regarding such problem, shall be at AVRIO GROUP' normal rates for said service.

9. **CUSTOMER OBLIGATION:** CUSTOMER shall: (1) immediately notify AVRIO GROUP of any Equipment malfunction requiring the services hereunder, (2) only use attachments and supplies which are compatible and suitable for use with the Equipment, (3) allow free and full access to the Equipment in order to allow AVRIO GROUP to provide service, and (4) have a company representative present while the Equipment is being serviced.

10. **CHARGES TO CUSTOMER:** In addition to the Total Contract Amount, the CUSTOMER shall be subject to the following charges: (1) Labor and Service charges for Labor and Service performed which is outside the Covered Maintenance mentioned above, (2) Parts not covered by the Covered Maintenance, (3) All maintenance charges are exclusive of applicable federal, state or local taxes and CUSTOMER shall pay or reimburse AVRIO GROUP for any such taxes and AVRIO GROUP may add such taxes to the invoices submitted to CUSTOMER, and (4) All Maintenance charges are subject to increase or decrease upon any change in specifications for Equipment or upon addition of features or attachments thereto. CUSTOMER shall pay AVRIO GROUP for all supplies and consumables utilized by CUSTOMER in the use of the Equipment or by AVRIO GROUP in the performance of the Covered Maintenance.

11. **UNAUTHORIZED SERVICE OF EQUIPMENT:** The repair of the Equipment by anyone other than an authorized engineer of AVRIO GROUP or a CUSTOMER technician trained by AVRIO GROUP or AVRIO GROUP' designee, will, at AVRIO GROUP' option, be cause to void this Agreement. If such unauthorized repair occurs and AVRIO GROUP chooses to void this Agreement then all payments made by CUSTOMER pursuant to this Agreement shall be forfeited as liquidated damages.

12. **PAYMENT:** The CUSTOMER must pay to AVRIO GROUP the amount shown in section 5 of this agreement within 30 days from the date of the invoice presented to CUSTOMER pursuant to this Agreement. CUSTOMER's failure to deliver payment within this time period shall, at AVRIO GROUP' option, render this Agreement void. Future payments of invoices delivered to CUSTOMER under the terms of this Agreement, shall be due within 30 days from the date of the AVRIO GROUP invoice. In addition to any other remedies allowed by law AVRIO GROUP may assess up to 18% interest per annum for late payment.

13. **DISCLAIMER OF WARRANTY:** AVRIO GROUP makes no warranty of any kind, express or implied, including without limitation, any warranty of merchantability or fitness for a particular use or purpose with respect to the subject matter hereof, maintenance to be performed by AVRIO GROUP pursuant to the terms hereof, or parts to be supplied hereunder.

14. **LIMITATION OF LIABILITY:** Notwithstanding anything in this Agreement to the contrary, AVRIO GROUP's aggregate liability for claims by CUSTOMER arising from a breach of this Agreement shall not exceed the amounts paid by CUSTOMER to AVRIO GROUP hereunder.

15. **FORCE MAJEURE:** AVRIO GROUP shall not be liable to CUSTOMER for any delay or failure by AVRIO GROUP to perform its obligations under this Agreement if such delay or failure arises from any cause(s) beyond the reasonable control of AVRIO GROUP, including but not limited to third party labor disputes, third party strikes, other third party labor or industrial disturbances, act of God, floods, lightning, earthquakes, shortages of materials, rationing, utility or communication failures, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, new or changed regulations or orders of any governmental agency or subdivision thereof, or temporary unavailability of four (4) hours or less of qualified service personnel at AVRIO GROUP' office due to service call(s) received before CUSTOMER's call.

16. **TERMINATION OF AGREEMENT:** AVRIO GROUP shall have the right, at its option, to terminate this Agreement by written notice to CUSTOMER in the event (1) of an assignment by CUSTOMER to the benefit of the Creditors, (2) CUSTOMER is in voluntary or involuntary Bankruptcy, (3) CUSTOMER is insolvent or otherwise admits insolvency. In addition to any other remedies that AVRIO GROUP may have hereunder or otherwise in accordance with the law, AVRIO GROUP or CUSTOMER may terminate this Agreement at any time with thirty (30) days written notice.

17. **NOTICES:** Any notice, request, instruction or other document pertaining to this Agreement shall be in writing and delivered personally, or by registered or certified mail to the appropriate party at the address specified on the cover page.

18. **MISCELLANEOUS:** CUSTOMER agrees not to relocate any Equipment to another address without AVRIO GROUP' express written approval. Neither this Agreement nor any rights hereunder may be assigned or otherwise transferred by the CUSTOMER without express written approval from AVRIO GROUP. Neither this Agreement nor any rights hereunder may be assigned or otherwise transferred by AVRIO GROUP without express written approval from CUSTOMER.

19. **INDEPENDENT CONTRACTOR STATUS:** AVRIO GROUP shall be in the relationship of independent contractor with CUSTOMER, and nothing herein shall be construed as creating, at any time, the relationship of employer and employee between the parties hereto, nor shall this Agreement be construed as creating any relationship whatsoever between CUSTOMER and AVRIO GROUP employees. AVRIO GROUP has sole authority and responsibility to employ, discharge, and otherwise control its employees, and neither AVRIO GROUP, nor any of its employees are, or shall be deemed to be, employees of CUSTOMER.

20. **ACCEPTANCES**

Avrio Group Surveillance Solutions, LLC	**City of Moreno Valley**
By: (Signature)	By: (Signature)
Name:	Name: Henry T. Garcia
Title:	Title: City Manager
Date	Date

SCHEDULE A (EQUIPMENT LIST)

Qty	*Part Number*	*Serial Number*
	To be completed as the system is built.	

EXHIBIT B

CITY RESPONSIBILITIES

1. Furnish the Contractor all in-house data which is pertinent to services to be performed by the Contractor and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.

2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Contractor.

3. Provide timely City staff liaison with the Contractor when requested and when reasonably needed.

4. Provide one copy of 2012 Work Area Traffic Control Handbook from CalTrans Manual.

5. Provide one copy of 2012 California Manual of Temporary Traffic Controls for Construction and Maintenance Work Zones from CalTrans Manual.

EXHIBIT C

TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed $1,800,000.00.

2. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml

3. The Contractor will electronically submit an invoice to the City as provided in this Agreement for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org

   Accounts Payable questions can be directed to (951) 413-3073.

   Copies of invoices shall be submitted to the Financial & Administrative Services Department to Steve Hargis, Technology Services Division Manager, at

   steveh@moval.org or calls directed to (951) 413-3401.

4. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:

   A. Vendor Name, Mailing Address, and Phone Number
   B. Invoice Date
   C. Vendor Invoice Number
   D. City-provided Reference Number (e.g. Project, Activity)
   E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed

billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

7. Payments will be made based on project milestones achieved and accepted in writing by the City's Technology Services Division Manager. The milestone payment schedule is:

Milestone	**Percentage**	**Amount**
Completion of Project Initiation Meeting and assignment of Avrio Project Manager	15%	$270,000
Completed demonstration of operational backhaul, operational VMS, and recording from all cameras at 4 Phase 1 locations	25%	$450,000
Completed demonstration of recording from all cameras at 20 Phase 1 locations and completed CAD integration	10%	$180,000
Completed demonstration of all City park locations and delivery of the 3 portable camera systems	10%	$180,000
Completed demonstration of all remaining cameras and integration of 48 existing PD cameras	10%	$180,000
Final Acceptance	30%	$540,000
Total (maximum)	**100%**	**$1,800,000**

Final Acceptance shall be defined as all hardware (e.g. cameras, radios, switches, computers, storage devices, etc.) and software (e.g. firmware, video management system, etc.) fully operating with no critical outages/errors and no more than 10 non-critical outages/errors system wide.

BOND NO. _____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. TS-CCSS 2012-02

CITYWIDE CAMERA SURVEILLANCE SYSTEM
City of Moreno Valley

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to Avrio Group Surveillance Solutions, LLC (aka Avrio RMS Group), as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the Mayor/City Manager, and identified as Project No. TS CCSS 2012-02, and Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond to secure the payment of claims of laborers, mechanics, material men, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of one million, eight-hundred thousand dollars, ($1,800,000), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

Contractor and Surety agree that this Labor and Materials Payment Bond shall not be considered a part of the Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Labor and Materials Payment Bond is a separate obligation of the Contractor and its Surety, and that

any attorneys' fee provision contained in this Labor and Materials Payment Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

SIGNATURE PAGE FOLLOWS

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this ____ day of _____ 2012.

CONTRACTOR (Principal)	SURETY
Contractor Name: Avrio Group Surveillance Solutions, LLC	Name: _____
Address: 3 N. Harrison Street, Suite 100 Easton, Maryland 21601	Address: _____
Telephone No.: (410) 820-9334 x101	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

____ day of _____ 2012

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by a California admitted surety insurer (CCP 995.311).
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact.
- The bond shall include an attached Notary Certificate for the Bidder.
- The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.
- The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.
- The Bidder's and Surety's corporate seal may be affixed hereto.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, City Treasurer

AGENDA DATE: August 28, 2012

TITLE: RECEIPT OF QUARTERLY INVESTMENT REPORT – QUARTER ENDED June 30, 2012

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the attached Quarterly Investment Report, in compliance with the City's Investment Policy.

BACKGROUND

California Government Code Sections 53601 and 53646 establish the types of investments allowed, the governing restrictions on these investments, the third-party custodian arrangement for certain investments, and the reporting practices related to the portfolio for local agencies. The City's Investment Policy, adopted on April 24, 2012 is in full compliance with the requirements of both of the above-mentioned Code Sections.

DISCUSSION

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended June 30, 2012. This is the fourth quarterly report submitted for the 2011-12 fiscal year and is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City's Investment Policy and Government Code Section 53601 as to the types of investments allowed. As stated in the attached report, there is more than adequate liquidity within the portfolio for the City to meet its budgeted expenditures over the next six months.

The City has used Chandler Asset Management as its professional portfolio manager since 2010. Chandler uses an active investment management approach. Utilizing an *active* approach, securities purchased for investment are not necessarily held to maturity but may be actively traded based on market conditions and the City's investment goals. The City's cash flow requirements are evaluated on an ongoing basis, with short-term needs accommodated through the City's pooled investment funds with the State Local Agency Investment Fund (LAIF). LAIF is a pool of public funds managed by the State Treasurer of California, providing 24-hour liquidity while yielding a rate of return approximately equivalent to a one-year treasury bill. With the combined use of a conservative approach to evaluating cash flow needs and LAIF liquidity, the City will not have to liquidate securities at current market rates that are intended to be held for longer-term investment. This is especially important considering that the average maturity of the general portfolio is 2.21 years.

The investments managed by Chandler Asset Management totaled $167,407,504 at par and achieved a Yield to Maturity (YTM) for June 2012 of 1.31%. This compares to a YTM in March 2012 of 1.40% and a YTM in June 2011 of 1.53% In addition, the City maintained $27,039,703 in the State Local Agency Investment Fund Pool (LAIF) with a YTM of .36%

In accordance with California Government Code Section 53646, the City is properly reporting investments of all bond proceeds and Deferred Compensation Plan funds. These funds are not managed by the City Treasurer as part of the pooled investment program and were not included in the City's investment reports prior to the current legislation. Bond proceeds are held and invested by a Trustee; Deferred Compensation Plan funds are held and invested by the respective plan administrators with the funds also placed in a trust separate from City funds.

FISCAL IMPACT

Current market rates continue to hover at or near all time lows and based on comments by the Federal Reserve Board we do not expect this to change in the near future. This interest rate environment directly impacts the ability of the portfolio to generate income. The budget for fiscal year 2011-12 projected General Fund investment earnings totaling $2.3 million. Year to date through June 2012 these revenues have totaled $2.2 million.

CITY COUNCIL GOALS

Revenue Diversification and Preservation. Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

SUMMARY

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended June 30, 2012. This report is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City's Investment Policy and Government Code Section 53601 as to the types of investments allowed. It is recommended that the City Council receive and file the attached Quarterly Investment Report.

ATTACHMENTS/EXHIBITS

Attachment 1 - Treasurer's Cash and Investments Report – June 2012
Attachment 2 – Chandler Asset Management Bond Market Review – July 2012

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
City Treasurer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

CITY OF MORENO VALLEY

Treasurer's Cash and Investments Report

June 2012

General Portfolio	Cost Value	Market Value	Par Value	Average Maturity	Average Yield to Maturity	Average Duration
Bank Accounts	780,652	780,652	780,652			
State of California LAIF Pool	27,039,703	27,039,703	27,039,703	**0.70**	**0.36%**	
Investments	172,324,783	172,548,837	167,407,504	**2.21**	**1.31%**	**2.11**
Total General Portfolio	**200,145,138**	**200,369,192**	**195,227,859**	**Years**		**Years**

Bond Proceeds with Fiscal Agents	Market Value
Construction Funds	3,371,832
Principal & Interest Accounts	620,793
Debt Service Reserve Funds	9,897,019
Custody Accounts	0
Arbitrage Rebate Accounts	0
Other Accounts	190,201
Total Bond Proceeds	**14,079,845**

Deferred Compensation Funds	Market Value as of Mar 31, 2011
Nationwide	9,680,668
ICMA	4,237,069
Total Deferred Compensation Funds	**13,917,737**
Total Investment Portfolio	**228,366,774**

1. I hereby certify that the investments are in compliance with the investment policy adopted by the City Council. There are no items of non-compliance for this period.
2. The market values for the specific investments in the General Portfolio are provided by the City's investment advisor, Chandler Asset Management.
3. The market value for LAIF is provided by the State Treasurer.
4. The market values for investments held by fiscal agents and the deferred compensation plans are provided by each respective trustee or fiscal agent.
5. The City has the ability to meet its budgeted expenditures for the next six months pending any future action by City Council or any unforeseen catastrophic event.

Richard Teichert
City Treasurer

Attachment 1

MV00173842

Portfolio Summary

As of 6/30/2012

PORTFOLIO CHARACTERISTICS

Average Duration	2.11
Average Coupon	2.02 %
Average Purchase YTM	1.31 %
Average Market YTM	0.74 %
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.21 yrs
Average Life	2.18 yrs

ACCOUNT SUMMARY

	Beg. Values as of 5/31/12	End Values as of 6/30/12
Market Value	209,997,198	200,369,192
Accrued Interest	985,407	1,002,067
Total Market Value	**210,982,605**	**201,371,258**
Income Earned	214,384	220,476
Cont/WD		
Par	204,715,988	195,227,859
Book Value	206,623,153	197,037,160
Cost Value	209,760,543	200,145,138

TOP ISSUERS

Issuer	% Portfolio
Government of United States	15.4 %
Local Agency Investment Fund	13.4 %
Federal Home Loan Mortgage Corp	10.2 %
Federal National Mortgage Assoc	10.2 %
Federal Farm Credit Bank	9.1 %
Federal Home Loan Bank	8.6 %
Tennessee Valley Authority	3.9 %
General Electric Co FDIC Insure	1.8 %
	72.7 %

SECTOR ALLOCATION

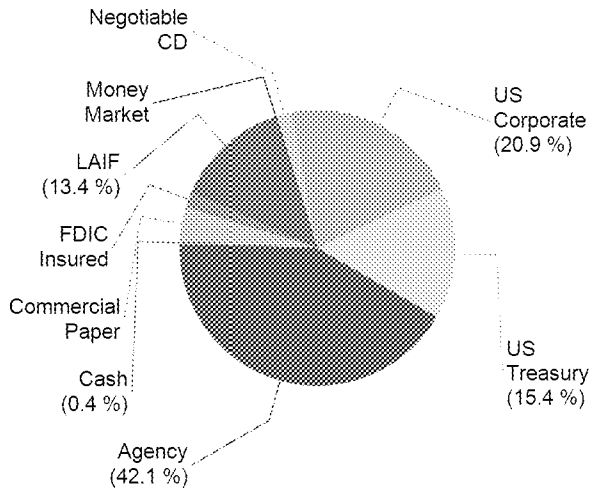

MATURITY DISTRIBUTION

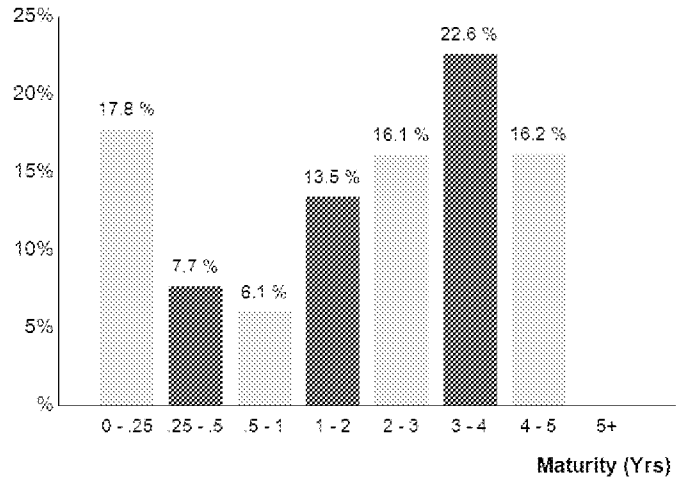

CREDIT QUALITY (S&P)

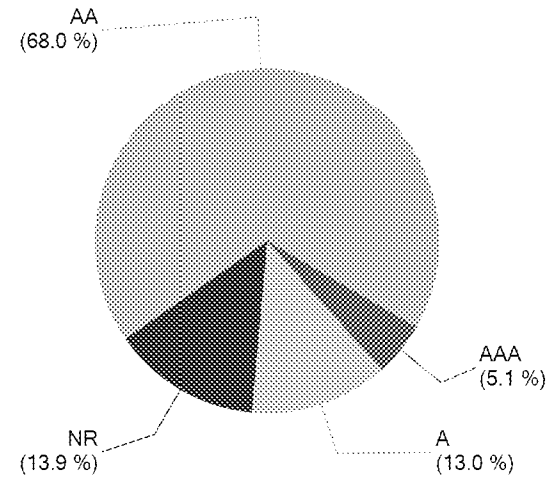

MV00173843

Holdings Report

As of 6/30/12

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
AGENCY									
3133XT4J2	FHLB Note 2.45% Due 8/13/2012	1,000,000.00	02/13/2009 2.45 %	1,000,000.00 1,000,000.00	100.26 0.26 %	1,002,617.00 9,391.67	0.50 % 2,617.00	Aaa AA+	0.12 0.12
3133XYWB7	FHLB Note 0.875% Due 8/22/2012	1,600,000.00	11/23/2010 0.51 %	1,610,008.00 1,600,816.98	100.10 0.18 %	1,601,609.60 5,016.67	0.80 % 792.62	Aaa AA+	0.15 0.14
3137EACQ0	FHLMC Note 0.625% Due 12/28/2012	3,450,000.00	12/22/2010 0.75 %	3,441,354.30 3,447,874.01	100.20 0.21 %	3,457,013.85 179.69	1.72 % 9,139.84	Aaa AA+	0.50 0.49
880591CW0	Tennessee Valley Authority Note 6% Due 3/15/2013	3,725,000.00	Various 1.88 %	4,194,744.63 3,829,405.07	104.06 0.26 %	3,876,100.90 65,808.34	1.96 % 46,695.83	Aaa AA+	0.71 0.69
31331GVD8	FFCB Note 2.2% Due 4/8/2013	1,000,000.00	05/08/2009 2.20 %	1,000,000.00 1,000,000.00	101.46 0.31 %	1,014,591.00 5,072.22	0.51 % 14,591.00	Aaa AA+	0.77 0.77
880591DW9	Tennessee Valley Authority Note 4.75% Due 8/1/2013	3,750,000.00	03/15/2010 1.90 %	4,097,325.00 3,861,459.24	104.84 0.28 %	3,931,680.00 74,218.75	1.99 % 70,220.76	Aaa AA+	1.09 1.05
31331KET3	FFCB Note 0.98% Due 9/23/2013	1,970,000.00	03/28/2011 1.10 %	1,964,227.90 1,967,145.73	100.80 0.33 %	1,985,767.88 5,255.52	0.99 % 18,622.15	Aaa AA+	1.23 1.22
31331GTJ8	FFCB Note 2.625% Due 4/17/2014	1,000,000.00	10/05/2010 1.02 %	1,055,660.00 1,028,283.40	104.05 0.36 %	1,040,523.00 5,395.83	0.52 % 12,239.60	Aaa AA+	1.80 1.76
31331JQA4	FFCB Note 1.9% Due 6/2/2014	4,300,000.00	06/08/2010 1.96 %	4,289,551.00 4,294,944.96	102.93 0.37 %	4,426,033.00 6,581.39	2.20 % 131,088.04	Aaa AA+	1.92 1.89
3137EACD9	FHLMC Note 3% Due 7/28/2014	1,550,000.00	03/15/2010 2.41 %	1,587,771.95 1,567,926.88	105.25 0.46 %	1,631,347.10 19,762.50	0.82 % 63,420.22	Aaa AA+	2.08 2.00
31331GL80	FFCB Note 3% Due 9/22/2014	4,000,000.00	03/17/2010 2.47 %	4,090,640.00 4,044,687.88	105.80 0.38 %	4,232,016.00 33,000.00	2.12 % 187,328.12	Aaa AA+	2.23 2.15
3136FPLV7	FNMA Callable Note 1X 3/24/2011 1.57% Due 9/24/2014	2,025,000.00	09/26/2011 0.65 %	2,080,181.25 2,066,183.81	102.55 0.42 %	2,076,675.98 8,566.31	1.04 % 10,492.17	Aaa AA+	2.24 2.19
3134G3CM0	FHLMC Callable Note 1X 12/12/12 0.92% Due 12/12/2014	1,120,000.00	12/15/2011 0.83 %	1,121,008.00 1,120,456.66	100.16 0.56 %	1,121,800.96 543.82	0.56 % 1,344.30	Aaa AA+	2.45 0.76
3135G0LC5	FNMA Callable Note Qtrly 11/29/12 0.7% Due 5/29/2015	1,920,000.00	05/09/2012 0.70 %	1,920,000.00 1,920,000.00	99.99 0.70 %	1,919,850.24 1,194.67	0.95 % (149.76)	Aaa AA+	2.91 1.74
3133EADW5	FFCB Note 0.55% Due 8/17/2015	3,450,000.00	04/27/2012 0.60 %	3,444,862.95 3,445,127.48	100.20 0.49 %	3,456,793.05 7,062.92	1.72 % 11,665.57	Aaa AA+	3.13 3.09
313370JB5	FHLB Note 1.75% Due 9/11/2015	3,600,000.00	08/04/2011 1.15 %	3,685,824.00 3,666,860.22	103.34 0.69 %	3,720,232.80 19,250.00	1.86 % 53,372.58	Aaa AA+	3.20 3.10
31331J6C2	FFCB Note 2.35% Due 12/22/2015	2,000,000.00	03/28/2011 2.27 %	2,007,240.00 2,005,313.80	106.80 0.38 %	2,136,066.00 1,175.00	1.06 % 130,752.20	Aaa AA+	3.48 3.36
3136FPDC8	FNMA Callable Note 1X 3/8/2011 2% Due 3/8/2016	1,765,000.00	08/24/2011 1.22 %	1,825,645.40 1,814,262.95	104.67 0.71 %	1,847,497.87 11,080.28	0.92 % 33,234.92	Aaa AA+	3.69 3.54
3135G0AL7	FNMA Note 2.25% Due 3/15/2016	2,875,000.00	07/25/2011 1.69 %	2,947,018.75 2,932,589.46	105.52 0.74 %	3,033,677.00 19,046.88	1.52 % 101,087.54	Aaa AA+	3.71 3.55
313372YS7	FHLB Note 2.45% Due 3/30/2016	2,150,000.00	07/07/2011 1.87 %	2,206,631.00 2,194,858.83	106.30 0.74 %	2,285,501.60 13,315.07	1.14 % 90,642.77	Aaa AA+	3.75 3.58

MV00173844

Holdings Report

As of 6/30/12

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
AGENCY									
3137EACT4	FHLMC Note 2.5% Due 5/27/2016	3,475,000.00	06/14/2011 1.86 %	3,579,229.15 3,557,298.32	106.69 0.76 %	3,707,303.75 8,204.86	1.85 % 150,005.43	Aaa AA+	3.91 3.73
313373SZ6	FHLB Note 2.125% Due 6/10/2016	3,350,000.00	Various 1.42 %	3,456,779.50 3,439,195.23	105.17 0.79 %	3,523,154.80 4,152.61	1.75 % 83,959.57	Aaa AA+	3.95 3.79
31359MS61	FNMA Note 5.375% Due 7/15/2016	2,700,000.00	10/13/2011 1.29 %	3,206,106.90 3,131,009.05	118.18 0.79 %	3,190,951.80 66,918.75	1.62 % 59,942.75	Aaa AA+	4.04 3.63
3137EACW7	FHLMC Note 2% Due 8/25/2016	3,475,000.00	09/14/2011 1.19 %	3,610,316.50 3,588,587.94	105.08 0.76 %	3,651,401.43 24,325.00	1.83 % 62,813.49	Aaa AA+	4.16 3.97
3135G0CM3	FNMA Note 1.25% Due 9/28/2016	1,300,000.00	Various 1.22 %	1,301,462.70 1,301,410.74	101.75 0.83 %	1,322,700.60 4,197.92	0.66 % 21,289.86	Aaa AA+	4.25 4.12
3135G0ES8	FNMA Note 1.375% Due 11/15/2016	3,400,000.00	01/24/2012 1.17 %	3,431,885.20 3,429,049.34	102.35 0.83 %	3,479,917.00 5,973.61	1.73 % 50,867.66	Aaa AA+	4.38 4.24
3135G0GY3	FNMA Note 1.25% Due 1/30/2017	3,425,000.00	02/09/2012 1.10 %	3,449,368.88 3,447,512.97	101.58 0.90 %	3,478,988.28 17,957.47	1.74 % 31,475.31	Aaa AA+	4.59 4.43
3133787M7	FHLB Note 1.05% Due 2/27/2017	1,720,000.00	02/27/2012 1.03 %	1,721,582.40 1,721,474.94	100.67 0.90 %	1,731,489.60 6,521.67	0.86 % 10,014.66	Aaa AA+	4.67 4.52
3137EADC0	FHLMC Note 1% Due 3/8/2017	3,490,000.00	03/14/2012 1.29 %	3,441,314.50 3,444,205.12	100.54 0.88 %	3,508,877.41 10,954.72	1.75 % 64,672.29	Aaa AA+	4.69 4.56
313378WF4	FHLB Note 1.125% Due 3/10/2017	3,435,000.00	04/24/2012 1.05 %	3,447,228.60 3,446,768.31	100.98 0.91 %	3,468,827.88 9,446.25	1.73 % 22,059.57	Aaa AA+	4.70 4.55
3137EADF3	FHLMC Note 1.25% Due 5/12/2017	3,300,000.00	05/29/2012 1.06 %	3,330,600.90 3,330,059.29	101.32 0.97 %	3,343,612.80 5,614.58	1.66 % 13,553.51	Aaa AA+	4.87 4.71
Total Agency		**81,320,000.00**	**1.41 %**	**83,545,569.36 82,644,768.61**	**0.60 %**	**84,204,620.18 475,184.97**	**42.05 % 1,559,851.57**	**Aaa AA+**	**3.03 2.88**
CASH									
90CASH$00	Cash Custodial Cash Account	780,652.35	Various 0.00 %	780,652.35 780,652.35	1.00 0.00 %	780,652.35 0.00	0.39 % 0.00	NR NR	0.00 0.00
Total Cash		**780,652.35**	**N/A**	**780,652.35 780,652.35**	**0.00 %**	**780,652.35 0.00**	**0.39 % 0.00**	**NR NR**	**0.00 0.00**
COMMERCIAL PAPER									
06416JH14	Bank of Nova Scotia Discount CP 0.3% Due 8/1/2012	2,800,000.00	01/30/2012 0.30 %	2,795,706.67 2,799,276.67	99.97 0.30 %	2,799,276.67 0.00	1.39 % 0.00	P-1 A-1+	0.09 0.09
69349JHL0	PNC Bank Discount CP 0.2% Due 8/20/2012	1,700,000.00	06/25/2012 0.20 %	1,699,480.55 1,699,527.77	99.97 0.20 %	1,699,527.77 0.00	0.84 % 0.00	P-1 A-1	0.14 0.14
06416JHW6	Bank of Nova Scotia Discount CP 0.185% Due 8/30/2012	750,000.00	05/31/2012 0.19 %	749,649.27 749,768.75	99.97 0.19 %	749,768.75 0.00	0.37 % 0.00	P-1 A-1+	0.17 0.17
89233GKF2	Toyota Motor Credit Discount CP 0.38% Due 10/15/2012	1,300,000.00	04/18/2012 0.39 %	1,297,530.00 1,298,545.44	99.89 0.39 %	1,298,545.44 0.00	0.64 % 0.00	P-1 A-1+	0.29 0.29

MV00173845

Holdings Report

As of 6/30/12

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
COMMERCIAL PAPER									
89233GLT1	Toyota Motor Credit Discount CP 0.33% Due 11/27/2012	1,600,000.00	05/31/2012 0.34 %	1,597,360.00 1,597,814.67	99.86 0.34 %	1,597,814.67 0.00	0.79 % 0.00	P-1 A-1+	0.41 0.41
Total Commercial Paper		**8,150,000.00**	**0.29 %**	**8,139,726.49 8,144,933.30**	**0.29 %**	**8,144,933.30 0.00**	**4.04 % 0.00**	**P1 A-1**	**0.20 0.20**
FDIC INSURED US CORPORATE									
36967HAV9	GE Capital Corp FDIC Guaranteed Note 2.125% Due 12/21/2012	3,645,000.00	05/19/2010 1.27 %	3,723,710.13 3,659,455.26	100.86 0.31 %	3,676,419.90 2,151.56	1.83 % 16,964.64	Aaa AA+	0.48 0.47
Total FDIC Insured US Corporate		**3,645,000.00**	**1.27 %**	**3,723,710.13 3,659,455.26**	**0.31 %**	**3,676,419.90 2,151.56**	**1.83 % 16,964.64**	**Aaa AA+**	**0.48 0.47**
LAIF									
90LAIF$00	Local Agency Investment Fund State Pool	27,039,702.85	Various 0.35 %	27,039,702.85 27,039,702.85	1.00 0.35 %	27,039,702.85 26,406.91	13.44 % 0.00	NR NR	0.00 0.00
Total LAIF		**27,039,702.85**	**0.35 %**	**27,039,702.85 27,039,702.85**	**0.35 %**	**27,039,702.85 26,406.91**	**13.44 % 0.00**	**NR NR**	**0.00 0.00**
MONEY MARKET FUND FI									
431114701	Highmark Govt Money Market Fund	184,504.13	Various 0.00 %	184,504.13 184,504.13	1.00 0.00 %	184,504.13 0.00	0.09 % 0.00	Aaa AAA	0.00 0.00
Total Money Market Fund FI		**184,504.13**	**N/A**	**184,504.13 184,504.13**	**0.00 %**	**184,504.13 0.00**	**0.09 % 0.00**	**Aaa AAA**	**0.00 0.00**
NEGOTIABLE CD									
89112XWE1	Toronto Dominion Bank CD 0.245% Due 11/9/2012	3,640,000.00	05/07/2012 0.24 %	3,640,000.00 3,640,000.00	100.00 0.24 %	3,640,000.00 1,337.70	1.81 % 0.00	P-1 A-1+	0.36 0.36
Total Negotiable CD		**3,640,000.00**	**0.24 %**	**3,640,000.00 3,640,000.00**	**0.24 %**	**3,640,000.00 1,337.70**	**1.81 % 0.00**	**Aaa AAA**	**0.36 0.36**
US CORPORATE									
931142CL5	Wal-Mart Stores Note 4.25% Due 4/15/2013	3,260,000.00	Various 1.54 %	3,491,366.25 3,328,004.69	102.99 0.46 %	3,357,457.71 29,249.45	1.68 % 29,453.02	Aa2 AA	0.79 0.78
459200GR6	IBM Corp Note 2.1% Due 5/6/2013	1,225,000.00	01/27/2011 1.00 %	1,255,269.75 1,236,282.69	101.33 0.53 %	1,241,268.00 3,930.21	0.62 % 4,985.31	Aa3 AA-	0.85 0.84
91159HGY0	US Bancorp Callable Note Cont 8/13/13 1.375% Due 9/13/2013	2,665,000.00	Various 1.32 %	2,668,966.65 2,666,524.57	100.85 0.61 %	2,687,647.17 10,993.13	1.34 % 21,122.60	Aa3 A	1.21 1.11
254687AW6	Walt Disney Corp Note 4.5% Due 12/15/2013	1,720,000.00	Various 1.23 %	1,873,880.60 1,800,200.35	105.88 0.45 %	1,821,051.73 3,440.00	0.91 % 20,851.38	A2 A	1.46 1.42

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Holdings Report

As of 6/30/12

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
US CORPORATE									
525ESC2W8	Lehman Brothers ESCROW CUSIP - Defaulted Due 2/6/2014	1,000,000.00	04/16/2012 0.22 %	996,000.00 180,000.00	22.75 117.67 %	227,500.00 0.40	0.11 % 47,500.00	NR NR	1.61 1.01
24422ERA9	John Deere Capital Corp Note 1.6% Due 3/3/2014	440,000.00	02/28/2011 1.63 %	439,564.40 439,757.56	101.57 0.65 %	446,922.96 2,307.56	0.22 % 7,165.40	A2 A	1.67 1.65
166751AH0	ChevronTexaco Corp Note 3.95% Due 3/3/2014	2,473,000.00	Various 1.56 %	2,644,928.56 2,569,024.52	105.50 0.64 %	2,609,034.78 32,018.48	1.31 % 40,010.26	Aa1 AA	1.67 1.61
665859AK0	Northern Trust Company Note 4.625% Due 5/1/2014	1,850,000.00	10/20/2010 1.33 %	2,058,421.00 1,958,593.18	107.01 0.77 %	1,979,622.10 14,260.42	0.99 % 21,028.92	A1 A+	1.84 1.77
36962G4C5	General Electric Capital Corp Note 5.9% Due 5/13/2014	3,075,000.00	Various 2.88 %	3,411,681.00 3,237,680.27	108.62 1.22 %	3,340,203.38 24,190.00	1.67 % 102,523.11	A1 AA+	1.87 1.78
74005PAQ7	Praxair Note 5.25% Due 11/15/2014	850,000.00	09/24/2010 1.60 %	973,471.00 920,987.64	110.22 0.89 %	936,895.50 5,702.08	0.47 % 15,907.86	A2 A	2.38 2.25
09247XAD3	Blackrock Inc Note 3.5% Due 12/10/2014	1,630,000.00	Various 2.84 %	1,674,920.75 1,654,387.84	106.07 0.98 %	1,728,978.50 3,327.92	0.86 % 74,590.66	A1 A+	2.45 2.35
713448BM9	Pepsico Inc. Note 3.1% Due 1/15/2015	2,530,000.00	Various 2.04 %	2,641,540.25 2,594,668.16	105.32 0.98 %	2,664,626.36 36,164.95	1.34 % 69,958.20	Aa3 A-	2.55 2.42
46625HHP8	JP Morgan Chase Note 3.7% Due 1/20/2015	2,550,000.00	Various 3.34 %	2,584,656.00 2,571,935.00	104.31 1.96 %	2,659,859.10 42,195.42	1.34 % 87,924.10	A2 A	2.56 2.40
459200HB0	IBM Corp Note 0.55% Due 2/6/2015	695,000.00	02/01/2012 0.72 %	691,601.45 692,054.18	99.35 0.80 %	690,490.15 1,539.62	0.34 % (1,564.03)	Aa3 AA-	2.61 2.57
94980VAA6	Wells Fargo Bank Note 4.75% Due 2/9/2015	2,475,000.00	Various 3.65 %	2,584,316.50 2,539,964.22	107.17 1.92 %	2,652,442.65 46,371.87	1.34 % 112,478.43	A1 A+	2.61 2.42
084670AV0	Berkshire Hathaway Note 3.2% Due 2/11/2015	2,485,000.00	06/09/2010 2.65 %	2,545,012.75 2,518,653.66	106.18 0.81 %	2,638,543.18 30,924.44	1.33 % 119,889.52	Aa2 AA+	2.62 2.49
191216AX8	Coca Cola Company Note 0.75% Due 3/13/2015	2,090,000.00	Various 0.80 %	2,086,645.55 2,086,976.16	100.20 0.67 %	2,094,221.80 4,658.96	1.04 % 7,245.64	Aa3 A+	2.70 2.67
06406JHB4	Bank of New York Mellon Note 4.95% Due 3/15/2015	2,360,000.00	Various 2.11 %	2,645,950.90 2,531,726.82	108.48 1.73 %	2,560,198.80 34,397.01	1.29 % 28,471.98	A1 A	2.71 2.52
717081DA8	Pfizer Inc. Note 5.35% Due 3/15/2015	1,550,000.00	02/18/2011 2.33 %	1,730,497.50 1,670,372.32	111.81 0.93 %	1,733,008.50 24,416.81	0.87 % 62,636.18	A1 AA	2.71 2.52
74005PAR5	Praxair Note 4.625% Due 3/30/2015	740,000.00	Various 2.58 %	807,780.55 778,911.65	110.18 0.87 %	815,299.44 8,651.32	0.41 % 36,387.79	A2 A	2.75 2.58
278642AB9	Ebay Inc Note 1.625% Due 10/15/2015	2,670,000.00	10/22/2010 1.66 %	2,665,327.50 2,666,904.76	102.32 0.91 %	2,732,024.10 9,159.58	1.36 % 65,119.34	A2 A	3.29 3.19
913017BU2	United Tech Corp Note 1.8% Due 6/1/2017	170,000.00	05/24/2012 1.82 %	169,853.80 169,856.20	102.12 1.35 %	173,610.46 255.00	0.09 % 3,754.26	A2 A	4.92 4.69
Total US Corporate		**40,503,000.00**	**2.03 %**	**42,641,652.71 40,813,466.44**	**1.62 %**	**41,790,906.37 368,154.63**	**20.94 % 977,439.93**	**A1 A+**	**2.16 2.05**

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Holdings Report

As of 6/30/12

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
US TREASURY									
912828HE3	US Treasury Note 4.25% Due 9/30/2012	1,775,000.00	03/12/2010 1.22 %	1,909,517.67 1,788,162.48	101.01 0.22 %	1,792,957.68 18,962.43	0.90 % 4,795.20	Aaa AA+	0.25 0.25
912828HM5	US Treasury Note 3.625% Due 12/31/2012	2,550,000.00	03/12/2010 1.35 %	2,708,785.88 2,578,432.31	101.70 0.22 %	2,593,329.60 251.19	1.29 % 14,897.29	Aaa AA+	0.50 0.50
912828JQ4	US Treasury Note 2.75% Due 10/31/2013	2,325,000.00	05/10/2010 1.65 %	2,411,188.48 2,358,076.27	103.25 0.30 %	2,400,653.17 10,772.08	1.20 % 42,576.90	Aaa AA+	1.34 1.31
912828NP1	US Treasury Note 1.75% Due 7/31/2015	4,050,000.00	04/06/2011 1.99 %	4,009,355.36 4,020,986.54	103.96 0.46 %	4,210,416.45 29,596.15	2.11 % 189,429.91	Aaa AA+	3.08 2.99
912828PE4	US Treasury Note 1.25% Due 10/31/2015	3,600,000.00	Various 1.35 %	3,584,379.25 3,588,174.16	102.49 0.50 %	3,689,719.20 7,581.52	1.84 % 101,545.04	Aaa AA+	3.34 3.26
912828PJ3	US Treasury Note 1.375% Due 11/30/2015	3,590,000.00	05/16/2011 1.63 %	3,549,905.00 3,559,807.69	102.95 0.50 %	3,695,736.27 4,180.98	1.84 % 135,928.58	Aaa AA+	3.42 3.34
912828PS3	US Treasury Note 2% Due 1/31/2016	3,505,000.00	05/16/2011 1.70 %	3,551,973.24 3,540,790.44	105.22 0.53 %	3,687,918.94 29,272.53	1.85 % 147,128.50	Aaa AA+	3.59 3.44
912828QA1	US Treasury Note 2.25% Due 3/31/2016	3,435,000.00	Various 1.33 %	3,578,212.10 3,548,815.44	106.34 0.54 %	3,652,909.53 19,427.45	1.82 % 104,094.09	Aaa AA+	3.75 3.60
912828RU6	US Treasury Note 0.875% Due 11/30/2016	3,425,000.00	12/22/2011 0.89 %	3,423,004.63 3,423,211.93	100.99 0.65 %	3,458,982.85 2,538.34	1.72 % 35,770.92	Aaa AA+	4.42 4.33
912828SC5	US Treasury Note 0.875% Due 1/31/2017	1,710,000.00	06/20/2012 0.70 %	1,723,298.31 1,723,219.39	100.87 0.68 %	1,724,829.12 6,248.08	0.86 % 1,609.73	Aaa AA+	4.59 4.47
Total US Treasury		**29,965,000.00**	**1.43 %**	**30,449,619.92 30,129,676.65**	**0.47 %**	**30,907,452.81 128,830.75**	**15.41 % 777,776.16**	**Aaa AA+**	**3.01 2.92**
TOTAL PORTFOLIO		**195,227,859.33**	**1.32 %**	**200,145,137.94 197,037,159.59**	**0.74 %**	**200,369,191.89 1,002,066.52**	**100.00 % 3,332,032.30**	**Aa1 AA**	**2.21 2.11**
TOTAL MARKET VALUE PLUS ACCRUED						**201,371,258.41**			

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COMPLIANCE WITH INVESTMENT POLICY

Assets managed by Chandler Asset Management are in full compliance with State law and with the City's investment policy.

Category	Standard	Comment
Local Agency Bonds	No Limitation	Complies
Treasury Issues	No Limitation	Complies
Agency Issues	No Limitation	Complies
Banker's Acceptances	40% maximum; <180 days maturity	Complies
Commercial Paper	25% maximum; <270 days maturity; A-1/P-1/F-1 minimum ratings	Complies
Negotiable Certificates of Deposit	30% maximum; 5 years maximum maturity	Complies
Repurchase Agreements	No limitation; 1-year maximum maturity	Complies
Reverse Repurchase Agreements	20% maximum; <92 days maturity	Complies
Medium Term Notes	30% maximum; 5 years maximum maturity; A-rated or better	Complies
Money Market Mutual Funds	20% maximum; AAAf/Aaaf, minimum rating	Complies
Collateralized Certificates of Deposits	5 years maximum maturity	Complies
Time Deposits	5 years maximum maturity	Complies
Mortgage Pass-throughs, CMOs and Asset Backed Securities	20% maximum; AA-rated issue; A-rated issuer	Complies
Local Agency Investment Fund - L.A.I.F.	Maximum program limitation	Complies
Prohibited Securities	Inverse floaters; Ranges notes, Interest-only strips from mortgaged backed securities; Zero interest accrual securities	Complies
Maximum maturity	5 years	Complies

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Holdings Report Glossary

CUSIP (Committee on Uniform Securities Identification Procedures) – A unique identification number assigned to all securities.

Security Description - The issuer name, coupon (periodic interest payment rate) and maturity.

Par Value/Units - The face value or number of units held in the portfolio.

Purchase Date - The settlement date on which the security was purchased.

Book Yield - The YTM that equates the current amortized value of the security to its periodic future cash flows.

Cost Value - The value at which the securities were purchased, excluding purchased interest.

Book Value - The value at which an asset is carried on a balance sheet. To calculate, take the cost of an asset +/- net accretion/amortization.

Mkt Price - The current fair value market price.

Mkt YTM – The internal rate of return that equates the periodic future cash flows (interest payments and redemption value) to the market price, assuming that all cash flows are invested at the YTM rate.

Market Value - The current fair value of an investment as determined by transactions between willing buyers and sellers.

Accrued Int. - The interest that has accumulated on a bond since the last interest payment up to, but not including, the settlement date.

% of Port. - The % of the portfolio that the security represents based on market value, including accrued interest.

Gain/Loss – The unrealized gain or loss on the security, compared to either cost or amortized value, as of the date of the report.

Moody - The Moody's rating for the security.

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Holdings Report Glossary (continued)

S&P - The Standard and Poor's rating for the security.

Term (yrs) - The time, in years, until maturity.

Duration - The weighted average time to maturity of a bond where the weights are the present values of future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates.

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CITY OF MORENO VALLEY

Treasurer's Cash and Investments Report

BOND PROCEEDS WITH FISCAL AGENTS

Account Name	Account Number	Investment	Issuer	Purchase Date	Maturity Date	Market Value	Stated Rate	Yield	Price	% of of Portfolio
Wells Fargo	Community Facilities District 87-1 (I.A. 1)									
special tax funds	**22631800**	**money market fund**	**WF Govt Fund**	**06/30/12**	**07/01/12**	**1,035,858**	**0.01%**	**0.01%**	**1.00000**	**7.357%**
reserve fund	22631804	money market fund	WF Govt Fund	06/30/12	07/01/12	1,028,998	0.01%	0.01%	1.00000	7.308%
admin exp acct	**22631805**	**money market fund**	**WF Govt Fund**	**06/30/12**	**07/01/12**	**377**	**0.01%**	**0.01%**	**1.00000**	**0.003%**
debt service acct	**22631809**	**money market fund**	**WF Govt Fund**	**06/30/12**	**07/01/12**	**535,946**	**0.01%**	**0.01%**	**1.00000**	**3.806%**
special tax funds	**22631900**	**money market fund**	**WF Govt Fund**	**06/30/12**	**07/01/12**	**389,070**	**0.01%**	**0.01%**	**1.00000**	**2.763%**
reserve fund	22631904	money market fund	WF Govt Fund	06/30/12	07/01/12	3,658,414	0.01%	0.01%	1.00000	25.983%
admin exp acct	**22631905**	**money market fund**	**WF Govt Fund**	**06/30/12**	**07/01/12**	**8**	**0.01%**	**0.01%**	**1.00000**	**0.000%**
						6,648,671				
Wells Fargo	CFD 2-5									
Series B Revenue	**22333500**	**money mkt fund**	**WF Govt Fund**	**06/30/12**	**07/01/12**	**189,790**	**0.01%**	**0.01%**	**1.00000**	**1.348%**
Series B reserve	22333503	money mkt fund	WF Govt Fund	06/30/12	07/01/12	532,609	0.01%	0.01%	1.00000	3.783%
Series B admin fund	**22333504**	**money mkt fund**	**WF Govt Fund**	**06/30/12**	**07/01/12**	**127**	**0.01%**	**0.01%**	**1.00000**	**0.001%**
						722,526				
Wells Fargo	2007 Redevelopment Agency Tax Allocation Bonds Series A									
debt service fund	22631700	**money mkt fund**	**WF Govt Fund**	**06/30/12**	**07/01/12**	**2**	**0.01%**	**0.01%**	**1.00000**	**0.000%**
						2				
Wells Fargo	2005 Lease Revenue Bond									
bond fund	**18042800**	**money mkt fund**	**WF Govt Fund**	**06/30/12**	**07/01/12**	**22**	**0.01%**	**0.01%**	**1.00000**	**0.000%**
reserve fund	18042804	money mkt fund	WF Govt Fund	06/30/12	07/01/12	2,992,753	0.01%	0.01%	1.00000	21.256%
construction fund	**18042806**	**money mkt fund**	**WF Govt Fund**	**06/30/12**	**07/01/12**	**1,315,143**	**0.01%**	**0.01%**	**1.00000**	**9.341%**
						4,307,918				30.596%
Wells Fargo	2007 Taxable Lease Revenue Bonds - Electric Utility									
bond fund	**22277600**	**money mkt fund**	**WF Govt Fund**	**06/30/12**	**07/01/12**	**3**	**0.01%**	**0.01%**	**1.00000**	**0.000%**
construction fund	22277604	money mkt fund	WF Govt Fund	06/30/12	07/01/12	2,056,689	0.01%	0.01%	1.00000	14.607%
						2,056,692				
Wells Fargo	Automall Refinancing									
revenue fund	**20350300**	**revenue**	**WF Govt Fund**	**06/30/12**	**07/01/12**	**84,696**	**0.01%**	**0.01%**	**1.00000**	**0.602%**
reserve fund	20350303	reserve	WF Govt Fund	06/30/12	07/01/12	259,314	0.01%	0.01%	1.00000	1.842%
admin fund	**20350304**	**reserve**	**WF Govt Fund**	**06/30/12**	**07/01/12**	**26**	**0.01%**	**0.01%**	**1.00000**	**0.000%**
						344,036				2.443%
			Totals			**14,079,845**				**100.000%**

Line	Summary of Bond Proceeds with Fiscal Agents	
1	Construction Funds	3,371,832
2	**Principal & Interest Accounts**	**620,793**
3	Debt Service Reserve Funds	9,897,019
4	**Custody Accounts**	**0**
5	Arbitrage Rebate Accounts	0
6	**Other Accounts**	**190,201**
	Total Fiscal Agent Funds	**14,079,845**

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DEFERRED COMPENSATION FUNDS

Nationwide

Fund	Market Value as of June 30, 2012
Liquid Savings	**$1,237,104**
Nationwide Fixed (Part Time Employee)	496,984
Liquid Savings (Part Time Employees)	**260,872**
Certificates of Deposit 1 year	20,096
Certificates of Deposit 3 years	**16,296**
Certificates of Deposit 5 years	82,127
Bond Fund of America	**60,504**
Growth Fund of America	77,347
Investment Co. of America	**29,804**
Income Fund of America	115,492
Brown Cap Mgmt Inc SM Co	**43,508**
Fidelity Independence	1,626
Fidelity Equity Income	**31,893**
Fidelity Magellan	200,299
Fidelity Puritan	**85,632**
Fidelity Contrafund	273,275
Janus Fund	**54,361**
Janus Advisor Forty	37,614

Fund	Market Value as of June 30, 2012
Drey SmCap I	**6**
American Century Balanced	32
Am Century Growth	**54,313**
Am Century Select	102,644
JP Morgan Mid Cap Value A	**625,190**
Vanguard Index 500	85,964
Vanguard Institutional Index	**426,173**
Vanguard Wellington	16,436
Vanguard Windsor II	**52,605**
Vanguard Total Bond Index	188,461
Washington Mutual Inv	**62,194**
Templeton Foreign I	0
EuroPacific Growth	**240,266**
Stable Fund C	2,502,591
PBHG Growth Fund	**0**
DWS High Income Fund A	76,558
DWS Eq Divd A	**51,657**
Oppenheimer Global Fund A	202,598

Fund	Market Value as of June 30, 2012
N B Socially Responsive Fund	**19,067**
DFA US Micro Cap Port	66,185
Federated Kaufmann Fund	**83,429**
Invesco Mid Cap Core Equity	20,837
Nationwide Ret Inc Inst Svc	**90**
Nationwide InvDes Mod Cons Fund SC	41,927
Nationwide InvDes Mod Aggr Fund	**703,984**
Nationwide InvDes Aggr Fund	51,676
Nationwide InvDes Mod Fd	**428,484**
Nationwide Inv Des Cons	87,115
Nationwide Large Cap Growth	**46,173**
Nationwide Inter Val Inst Svc	23,873
Nationwide US Sm Cap Val Ins Svc	**1,008**
Nationwide Dest 2020 Inst Svc	104,546
Nationwide Dest 2025 Inst Svc	**82,731**
Nationwide Dest 2030 Inst Svc	34,268
Nationwide Dest 2045 Inst Svc	**2,724**
Total Nationwide Deferred	**$9,610,639**

ICMA

Fund	Market Value as of June 30, 2012
Aggressive Oppor.	**$177,129**
International	167,858
All Equity Growth	**114,671**
Growth and Income	203,441
Broad Market	**60,637**
500 Stock Index	67,063
Equity Income	**306,223**
Asset Allocation	
Core Bond	**76,145**
Cash Management	26,090
Plus Fund	**1,102,670**
Savings Oriented	19,517
Conservative Growth	**153,913**
Traditional Growth	246,010
Long-Term Growth	**342,288**
Milestone 2010	13,614
Milestone 2015	**821**
Milestone 2025	17,584
Milestone 2030	**12,051**
Milestone 2035	14,162
Milestone 2040	**3,990**
Vantage Growth Fund	218,636

Fund	Market Value as of June 30, 2012
VT Royce Premeir	3,815
VT Ranier Small/Mid Cap Eq	**33,753**
VT Fidelity Contrafund	174,010
VT Vantagepoint Overseas Equity Index Fund	**68,123**
VT Fidelity Diversified International	50,273
VT Allianz NIJ Div Value	**43,309**
VT Oppenheimer Main Street	1,827
VT Fidelity Puritan	**5,447**
VT Calvert Equity Portfolio	3
VT TR Price Growth Stock Adv	**18,061**
VT Nuveen Real Estate Secs	31,246
VT TR Price Small Cap Value	**117,361**
VT Vantagepoint MS Ret Inc	34,883
VT Vantagepoint Inflation Protected Securities	**83,507**
VT Vantagepoint Select Value	34
VT Vantagepoint Mid/Sm Index	**13,667**
VT PIMCO Total Return	50,483
VT PIMCO High Yield	**57,646**
VT Harbor International Admi	15,616
VT Harbour Mid Cap Growth Admin	**0**
Total ICMA	**$4,147,577**

Summary by Plan

Deferred Compensation Plan	Market Value as of June 30, 2012
Total Nationwide	$9,610,639
Total ICMA	4,147,577
Total Deferred Compensation Plans	**$13,758,216**

Summary by Investment Type

Investment Type	Market Value as of June 30, 2012
Savings Deposits and CD's	$4,533,943
Mutual Funds	9,224,273
Total Deferred Compensation Plans	**$13,758,216**

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CHANDLER ASSET MANAGEMENT

July 2012

Attachment 2

BOND MARKET REVIEW

A MONTHLY REVIEW OF FIXED INCOME MARKETS

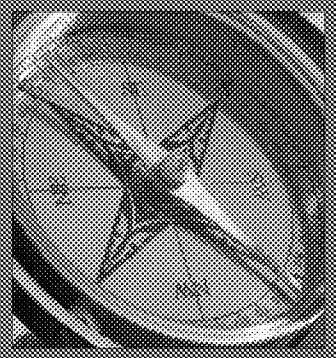

WHAT'S INSIDE

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Economic Indicators

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Risk of Downgrades Has Increased

Since 1988, Chandler Asset Management has specialized in the management of fixed income portfolios. Chandler's mission is to provide fully customizable, client-centered portfolio management that preserves principal, manages risk and generates income in our clients' portfolios.

Market Summary

Treasury rates moved slightly higher in June in spite of disappointing economic data, ongoing concerns about Europe's sovereign debt crisis, and the extension of Operation Twist. The markets are trading in a tight range despite market speculation that additional measures to stimulate economic growth from global central banks may be forthcoming. Despite the small back-up in rates between May 31st and June 30th, the overall supply of high quality sovereign debt has continued to decrease as the European financial crisis has escalated, which will continue to support U.S. Treasury market valuations.

The domestic economy has slowed and we believe downside risks remain. Uncertainty regarding an ultimate resolution of the European debt crisis continues to create significant volatility in the financial markets, and concerns about the U.S. reaching a "fiscal cliff" have grown here in the U.S. Domestic economic data continued to be mostly disappointing in June, with the exception of some mildly better than expected housing market data. The past four U.S. non-farm payroll reports have been weaker than expected. In June, the economy added just 80,000 jobs, below the consensus forecast of 90,000. The unemployment rate also remained elevated and unchanged at 8.2%. Consumer confidence has recently declined and retail sales trends have weakened. Manufacturing trends have also slowed, according to the most recent ISM manufacturing index report. While we still expect positive U.S. GDP growth over the next few quarters, we believe growth is likely to be quite sluggish.

Monetary policy in the United States remains very accommodative with assurance from the Federal Reserve that the fed funds rate will remain exceptionally low through late 2014. In June, the Federal Open Market Committee left policy rates unchanged at a range of 0-0.25% and acknowledged that the economy has slowed. The FOMC also announced that it would extend Operation Twist (which was supposed to expire at the end of June) through the end of the year. FOMC participants expect modest improvement in the economy in upcoming quarters, but nonetheless downgraded their economic forecasts at the most recent FOMC meeting as the Fed sees significant downside risks to the outlook. Inflation has declined and the Fed believes longer-term inflation expectations are stable. The Fed cut it's expectations for GDP growth for 2012 to a range of 1.9%-2.4% (from its previous forecast of 2.4%-2.9%), and for 2013 to 2.2%-2.8% (from its previous forecast of 2.7%-3.1%). The Fed is now projecting an unemployment rate of 8.0%-8.2% for 2012, and 7.5%-8.0% in 2013.

TREASURY YIELDS ROSE SLIGHTLY IN JUNE

Source: Bloomberg

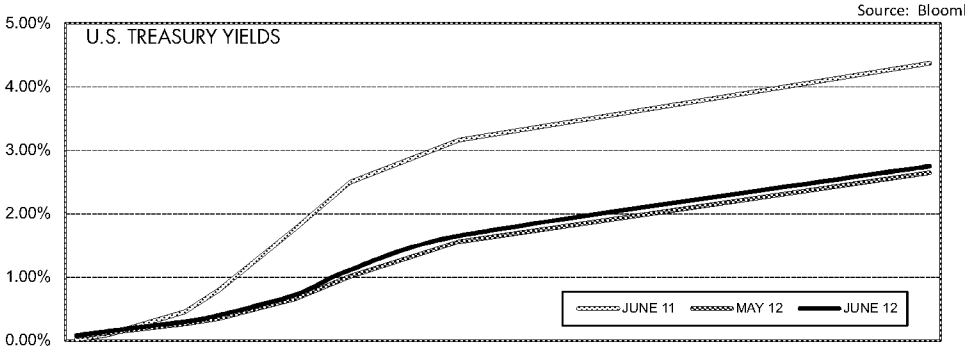

Treasury rates moved slightly higher in June in spite of disappointing economic data, ongoing concerns about Europe's sovereign debt crisis, and the extension of Operation Twist. The markets are trading in a tight range despite market speculation that additional measures to stimulate economic growth from global central banks may be forthcoming.

TREASURY YIELDS	6/30/12	5/31/12	CHANGE
3 Month	0.08	0.07	0.01
2 Year	0.30	0.26	0.04
3 Year	0.40	0.34	0.06
5 Year	0.72	0.66	0.06
7 Year	1.11	1.01	0.10
10 Year	1.65	1.56	0.09
30 Year	2.75	2.64	0.11

Source: Bloomberg

Consumer Prices

In May, overall CPI inflation softened to 1.7% from 2.3% in April on a year-over-year basis, driven primarily by a decline in energy prices. The year-over-year Core CPI (CPI less food and energy) increased at a 2.3% rate in May, consistent with the trend in March and April. The core rate remains slightly higher than the Fed's inflation target of 2%.

Retail Sales

In May, retail sales rose 5.3% on a year-over-year basis. Consumer spending has rebounded from the depths of the recession though recent activity has slowed down. Elevated unemployment levels and a recent decline in consumer confidence are likely restraining consumer spending.

Labor Markets

The June employment report showed that the economy added just 80,000 jobs. The report was once again disappointing, and below the consensus forecast of 90,000. The net revisions for April and May were down by 1,000 jobs. The unemployment rate remained unchanged at 8.2%. The employment report has been disappointing for the past four months and suggests that the pace of the economic recovery is slowing.

Housing Starts

Single-family housing starts rose 3.2% to 516,000 in May compared to 500,000 in April. The housing market remains under pressure, but some data has surprised to the upside this year.

Credit Spreads Were Mixed

CREDIT SPREADS	Spread to Treasuries (%)	One Month Ago (%)	Change
3-month top-rated commercial paper	0.17	0.13	0.04
2-year AA corporate note	0.26	0.30	(0.04)
5-year AA corporate note	0.68	0.75	(0.07)
5-year Agency note	0.34	0.34	0.00

Source: Bloomberg

Data as of 6/30/12

Economic Data Remained Weak

ECONOMIC INDICATOR	Current Release	Prior Release	One Year Ago
Trade Balance	(50.1) $Bln APR 12	(52.6) $Bln MAR 12	(43.6) $Bln APR 11
GDP	1.9% MAR 12	3.0% DEC 11	0.4% MAR 11
Unemployment Rate	8.2% JUN 12	8.2% MAY 12	9.1% JUN 11
Prime Rate	3.25% JUN 12	3.25% MAY 12	3.25% JUN 11
CRB Index	284.19 JUN 12	272.97 MAY 12	338.05 JUN 11
Oil (West Texas Int.)	$84.96 JUN 12	$86.53 MAY 12	$95.42 JUN 11
Consumer Price Index (y/o/y)	1.7% MAY 12	2.3% APR 12	3.6% MAY 11
Producer Price Index (y/o/y)	0.7% MAY 12	1.9% APR 12	7.1% MAY 11
Dollar / EURO	1.27 JUN 12	1.24 MAY 12	1.45 JUN 11

Source: Bloomberg

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CHANDLER ASSET MANAGEMENT ※ 6225 Lusk Blvd ※ San Diego, CA 92121 ※ 800 317 4747 ※ www.chandlerasset.com

MV00173855

Corporate Credit Ratings - Risk of Downgrades Has Increased

Although corporate credit fundamentals of many high grade bond issuers have improved significantly since the financial crisis and recession, we believe the risk of an increase in the number of corporate credit rating downgrades has recently become more elevated. In some cases, the weakening of corporate credit is directly tied to the rising debt levels of sovereign issuers. For this reason, we believe the outcome of the European debt crisis and the U.S. presidential election later this year (which should provide insight into the fiscal budget outlook for the U.S. and potentially impact the U.S. credit rating), will have a meaningful influence on corporate credit ratings.

Pressure on some corporate credit issuer's fundamentals (from industrials to consumer-related corporations) is rising because of the European sovereign debt crisis, which has strained the overall European economy, and has begun to hinder revenues and earnings of many global corporations. For example, Proctor & Gamble, Ford, and Dover are among some of the companies that have recently lowered their earnings guidance, in part because of lowered demand in Europe. Should the European Union fail to find a resolution to their fiscal crisis, we expect that the corporate credit fundamentals of companies with significant exposure to Europe in particular will come under more pressure.

However, credit ratings of banks and financial institutions are most directly tied to sovereign debt ratings, and likely face the most immediate pressure. Although the intrinsic credit-worthiness of many domestic banks and financial institutions has improved over the past few years, due to increased oversight, higher capital levels, and stronger balance sheets, the implied support from the government has declined. As the credit ratings of many sovereign debt issuers have declined due to soaring government debt levels and poor fiscal management, the credit-worthiness of their homeland banks and financial institutions has also weakened. This is because most banks and financial institutions receive credit rating boosts from implied government support (i.e. in the event of a financial crisis or liquidity event, it is assumed that the government would step in and provide a backstop). Over the past year, we have seen several sovereign credit rating downgrades, which have negatively impacted the credit ratings of many banks.

As the credit ratings of many sovereign debt issuers have declined due to soaring government debt levels and poor fiscal management, the credit-worthiness of their homeland banks and financial institutions has also weakened.

In the month of June, Moody's downgraded fifteen global banks, including high quality issuers such as JP Morgan, Credit Suisse, and HSBC. The downgrades were anticipated by Chandler's portfolio management team, and were driven in part by the perception of diminished government support, and in some cases by the banks' exposure to Europe. S&P has recently taken similar action on financial institutions in Spain due to a decline in implied support from the Spanish government. Recall that S&P downgraded the U.S. sovereign credit rating in August last year, and subsequently lowered the credit ratings of some financial issuers whose ratings reflected government support.

S&P, Moody's, and Fitch each maintain a Negative Outlook on the sovereign credit rating of the U.S. Any potential further downgrade of the U.S. sovereign debt rating would most likely put additional downward pressure on the credit ratings of domestic banks. Moody's has indicated that they plan to update their view on the U.S. after the presidential election. Outside of the U.S., we believe the potential for further sovereign credit rating downgrades in Europe remains high, putting foreign banks at risk for further downgrades as well.

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During the second quarter of 2012, the number of credit rating upgrades by Standard & Poor's outnumbered downgrades (S&P upgraded thirteen companies and downgraded five). However, in a report released earlier this month, S&P said that it expects downgrades may outnumber upgrades in the near to intermediate term, since current rating outlooks are somewhat negatively biased. According to S&P, the telecommunications services and financials sectors have the highest downgrade potential over the near to intermediate term. In a separate report, S&P also noted that their rating outlooks remain negative for the majority of large complex banks and trust banks. For most banks, they said that their outlooks reflect the negative outlook on the sovereign rating on the U.S. and the likely impact that a potential downgrade of the U.S. would have on the support factored into bank ratings. Overall, S&P has indicated that the number of potential corporate credit rating downgrades is currently at its highest level since August 2010.

Looking ahead, we believe developments in Europe, and secondarily the outcome of the U.S. presidential election, will have a significant influence on the global and domestic economy, as well as sovereign and corporate credit ratings. Because we think the downward pressure on credit ratings may be rising, the team at Chandler has taken a more conservative stance in selecting securities for our client portfolios in recent months, and we believe a more defensive posturing is prudent over the near- to intermediate-term.

- Shelly Henbest
VP, Credit Analyst

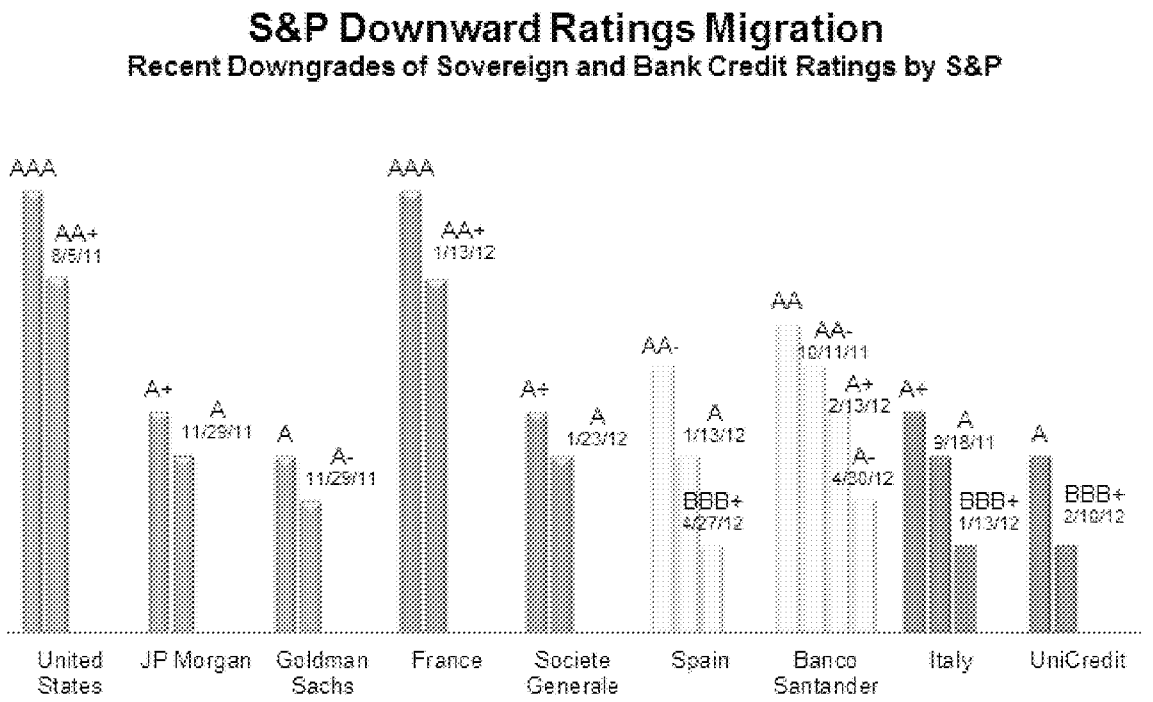

RISKS AND OTHER IMPORTANT CONSIDERATIONS
Past performance is not indicative of future results. This report is provided for general information purposes only and should not be construed as specific legal, tax, or financial planning advice. All opinions and views constitute judgments or relevant information as of the date of writing and such information may become outdated or superseded at any time without notice. Forecasts are inherently limited and should not be relied upon as an indicator of future results. This report is not intended to constitute an offer, solicitation, recommendation or advice regarding any securities or investment strategy. This information should not be regarded by recipients as a substitute for the exercise of their own judgment.

Fixed income investments are subject to interest, credit, and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.

MV00173857

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: August 28, 2012

TITLE: ACCEPTANCE OF GRANT AWARD FROM THE NATIONAL ANIMAL CONTROL ASSOCIATION & THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Accept a grant award in the amount of $6,000 from the National Animal Control Association (NACA) and the American Society for the Prevention of Cruelty to Animals (ASPCA) for the purpose of implementing ASPCA's ID-Me Animal Tagging Project.

2. Approve revenue and expense appropriations in the grant amount of $6,000 increasing the Animal Services budget for FY 2012-13 to reflect the grant acceptance.

BACKGROUND

In recognition of the valuable work of NACA, the ASPCA provided grant funding to NACA for the implementation of the ID–Me Animal Tagging Project in 25 Municipal/County Animal Care and Control Agencies. The grant project consists of 25 grants in the amount of $6,000.00 each to governmental agencies across the country to cover the cost of an engraver machine, ID tags and collars to participate in the ASPCA ID-Me project.

DISCUSSION

The ASPCA ID-Me Animal Tagging Project is a multi-phase project that investigates the use of ID tags on dogs and cats to facilitate the public's willingness and ability to return lost animals to their owners. The benefits of participating in this program are:

- Allows the public who finds a lost pet the ability to contact the pet's owner for immediate reunification.
- Potentially reduces the animal intakes at the Moreno Valley Animal Shelter, thereby realizing some cost reductions in animal care and control.
- Provides promotional opportunities for Moreno Valley Animal Shelter to highlight its partnership with the ASPCA and thereby enhance the adoption of pets by providing free collars and ID tags for pets adopted by the public.

Having met the eligibility requirements of being a municipal animal care and control program, Moreno Valley Animal Services submitted the grant application to NACA on April 30, 2012. On June 13, 2012 NACA announced the 25 award winners with the City of Moreno Valley being one of three animal care and control agencies in California to receive grant funding with the remaining participating agencies located across the United States.

Grant funds will be used to purchase an engraver machine, ID tags and collars. The Animal Services Division will place these collars and tags on each dog and cat that leaves the Moreno Valley Animal Shelter, either through adoption or return to owner. There is no cost to the pet owner to receive a collar and tag. This project is targeted to begin in September 2012 and run for approximately 12 months. At the conclusion of this project the engraving machine, valued at approximately $2,700.00, will be kept by the Moreno Valley Animal Shelter.

ALTERNATIVES

1) Accept the grant award of $6,000.

2) Reject the grant award of $6,000.

3) Provide staff with further direction.

Staff recommends Alternative Number 1.

FISCAL IMPACT

The fiscal impact of accepting the $6,000 grant award will increase the Animal Services Division's revenue budget in the amount of $6,000 reflecting receipt of the grant funds and an increase in the expenditure budget for FY 2012-13 as identified below.

BUDGET APPROPRIATIONS:

Account	Type	Description	Current Budget	Grant Award Allocation	Revised Budget
1010-30-38-25310-489000	REVENUE	Other Grant-Operating Revenue	0	$6,000	$6,000
1010-30-38-25310-620620	EXPENSE	Marketing Services-PR/Promotional	0	$6,000	$6,000

SUMMARY

Acceptance of the $6,000 grant award from the NACA & ASPCA will allow the Animal Services Division to provide free collars and ID tags to pet owners reclaiming their lost pets as well as to new pet owners who have adopted a pet from the Moreno Valley Animal Shelter. The benefits of this project are anticipated to help lost pets that are wearing a collar and ID tag become quickly reunited with their owners, reduce the number of owned pets being impounded into the Animal Shelter, and provide a promotional opportunity for the Moreno Valley Animal Shelter to highlight its partnership with the ASPCA enhancing the adoption process by providing free collars and tags on all cats and dogs adopted.

ATTACHMENTS

Attachment A: NACA & ASPCA Grant Award Notice

Prepared By:
Steve Fries
Animal Services Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Attachment A

John W. Mays, Executive Director
National Animal Control Association
P.O. Box 480851
Kansas City, MO 64148
Phone: 913-768-1319
Fax: 913-768-1378
naca@nacanet.org

June 13, 2012

Re: ASPCA ID ME Animal Tagging Program Grant

Dear Steven Fries,

I am pleased to advise you that the NACA Committee met recently and voted a grant to your organization in the amount of $6,000.00. The purpose of this grant is to cover the cost of an engraver machine, ID tags and collars to participate in the ASPCA ID ME project. The grant recipients must:

- Place these collars and tags on each dog and cat that leaves their facility, either through adoption or return to owner.
- Agree to report back to NACA the number or animals that were tagged and collared during this project.
- Be a Municipal/County Animal Care and Control Agency.

In all public acknowledgments, we prefer that you indicate this gift as being received from the American Society for the Prevention of Cruelty to Animals. In order for funds to be distributed to your agency, recipients must complete and submit:

- W-9 Form (attached)
- Grant Project Timeline Acceptance (attached)

Both documents are due on or before June 30, 2012. Once received, your grant award check will be mailed to your attention to the address provided on your W-9 form.

All grant recipients will be required to write a "thank you" letter regarding your award to the ASPCA, via the address listed below:

American Society for the Prevention of Cruelty to Animals (ASPCA)
Attn: Pam Burney
424 E. 92nd St
New York, NY 10128-6804

All Grant Requirements shall be submitted via e-mail or fax to:

John W. Mays, Executive Director
National Animal Control Association
Fax: 913-768-1378
naca@nacanet.org

Any questions regarding the Grant Requirements should be directed to me at the e-mail address listed above. A list of grant recipients will be posted at www.nacanet.org by June 15, 2012.

Sincerely,

John W. Mays

John W. Mays
Executive Director
National Animal Control Association

ASPCA®

GRANTS

WE ARE THEIR VOICE.®

Grant Project Timeline Acceptance

Due Dates	Grant Requirements
June 30, 2012	Submit W-9 Form and acceptance of Grant Project Timeline Requirements.
July 31, 2012	Submit "thank you" letter to the ASPCA regarding your award.
August 31, 2012	Submit a copy of receipt verifying ID engraver machine purchase.
October 1, 2012	Submit a written report regarding the number or animals that were tagged and collared by your agency for the period September 1-30, 2012.
November 1, 2012	Submit a written report regarding the number or animals that were tagged and collared by your agency for the period October 1-31, 2012.
December 1, 2012	Submit a written report regarding the number or animals that were tagged and collared by your agency for the period November 1-30, 2012.
January 1, 2013	Submit a written report regarding the number or animals that were tagged and collared by your agency for the period December 1-31, 2012.
February 1, 2013	Submit a written report regarding the number or animals that were tagged and collared by your agency for the period January 1-31, 2013.
March 1, 2013	Submit a written report regarding the number or animals that were tagged and collared by your agency for the period February 1-28, 2013.
April 1, 2013	Submit a written report regarding the number or animals that were tagged and collared by your agency for the period March 1-31, 2013.
May 1, 2013	Submit a written report regarding the number or animals that were tagged and collared by your agency for the period April 1-30, 2013.
June 1, 2013	Submit a written report regarding the number or animals that were tagged and collared by your agency for the period May 1-31, 2013.
July 1, 2013	Submit a written report regarding the number or animals that were tagged and collared by your agency for the period June 1-30, 2013.
August 1, 2013	Submit a written report regarding the number or animals that were tagged and collared by your agency for the period July 1-31, 2013.
September 1, 2013	Submit a written report regarding the number or animals that were tagged and collared by your agency for the period August 1-31, 2013.

Recipient's acceptance of the Grant Project Timeline:

Signature	Date	Title
	6-21-2012	ANIMAL SERVICES DIVISION MANAGER

Failure to meet the reporting requirements could result in the engraving machine being returned to NACA for dispersal to other agencies.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Thomas M. DeSantis, Human Resources Director

AGENDA DATE: August 28, 2012

TITLE: AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT TO R.I.C. CONSTRUCTION COMPANY, INC. FOR THE CITY ANNEX BUILDING OFFICE RENOVATION PROJECT NO. 803 0004 30 40

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract to R.I.C. Construction Company, Inc., 10675 "E" Avenue Hesperia, CA 92345 as the lowest responsible bidder, for the Moreno Valley Annex Renovation Project in an amount not to exceed $1,252,000;

2. Authorize the City Manager to execute a contract with R.I.C.;

3. Approve an additional appropriation in the amount of $400,000 increasing the project budget from $1,000,000 currently approved to $1,400,000 based on the actual bids received;

4. Approve a transfer of $400,000 from the City Hall Development Impact Fee (DIF) Fund to the Annex 1 Renovation Project and approve the revenue and expense appropriations respectively to facilitate said transfer;

5. Authorize the issuance of a Purchase Order to R.I.C. in the amount of $1,252,000 ($1,138,000 base bid amount plus 10% contingency) when the contract has been signed by all parties;

6. Authorize the Human Resources Director to execute any subsequent change orders to the contract with R.I.C. up to but not to exceed the Purchase Order contingency of $114,000; and

7. Authorize the Human Resources Director to record the Notice of Completion upon determination that the work is complete, and release the retention to R.I.C. if no claims are filed against the project.

BACKGROUND

In December 2006 the City purchased an 11,668 square foot building located at 14331 Frederick Street. The building, known as the City Annex, was initially intended to provide office space for multiple City Departments due to additional space needs for daily operations at that time. Due to the recession, this space was not renovated.

City staff members from four divisions currently operate in leased space located at 14325 Frederick. The four divisions, Technology Services, Facilities, Special Districts and Moreno Valley Utility will move to the City-owned Annex building located at 14331 Frederick after renovations are completed. Annual lease costs of $168,000 will be eliminated as of June 30, 2013.

The project includes the demolition of the entire existing interior partitions from the prior multiple tenant configuration and removal of the non-functioning equipment. Renovation will include construction of new partitions, as well as installation of new tile ceilings, efficient HVAC systems, and a new roofing system. Improvements will also include one large common meeting room and a shared kitchen/lunch room. The Moreno Valley Utility Customer Service Counter will be located on the East end of the facility with signage visible from Frederick Street.

DISCUSSION

On June 14, 2011, the City Council adopted the Fiscal Year 2011/2012 Capital Improvement Plan. Under this plan, $1,000,000 was allocated for the design and construction at the City-owned building located at 14331 Frederick St.

On January 12, 2012 the Financial and Administrative Services Director executed an agreement with STK Architecture Inc. for Professional Consultant Design and Construction Management Services for the City Hall Annex Renovation Project. The design phase was completed in June, 2012; the project was opened for construction bids on June 29, 2012.

Formal bidding procedures have been followed in conformance with the Public Contract Code. A mandatory pre-bid job walk was conducted on July 10, 2012. The City Clerk opened bids at 3:00 p.m. on July 24, 2012, for the subject project. The nine (9) bids received are as follows:

	CONTRACTORS	Bid Amount
1.	Rasmussen Brothers Construction, Inc.	$1,107,000
2.	RC Construction	$1,128,000
3.	**R.I.C. Construction.**	**$1,138,000**
4.	WFC Construction.	$1,157,803
5.	Caltec Corp.	$1,174,174
6.	Hamel Contracting.	$1,188,000
7.	Avi-Con, Inc.	$1,263,000
8.	Silver Creek Industries.	$1,295,193
9.	Plyco Corp.	$1,347,000

Staff has reviewed the bids and determined the bid submitted by R.I.C. to be the lowest-responsible bidder in possession of a valid license. No outstanding issues were identified through review of the references submitted by R.I.C.

The bid received by Rasmussen Brothers Construction, Inc. was considered non-responsive due to not meeting the following requirements as set forth in the bid document:

Page #8, number 27, "Bidders Bid" Criteria

> *"All additional information required by the City regarding any subcontractor who the Bidder is required to list under the Provisions of Sections 4104 and 4107 of the Public Contract Code, other than the subcontractor's name and location (city) of business or State Contractor's License number, may be submitted by the Bidder up to 24 hours after the deadline time and date for receipt of Bids. Failure to timely provide all required subcontractor information shall result in the Bid being determined non-responsive."*

Complete sub-contractor submittal was not received until Sunday, July 29th at 12:35 pm, greater than 96 hours beyond the deadline time and date for receipt of Bids, hence, deemed non-responsive.

Bids received by both Rasmussen Brothers Construction, Inc. and RC Construction were considered non-responsive due to not meeting the following requirement as set forth in the bid document:

Section 2-3.2

> *"If the Bid submitted by the Contractor fails to meet at least fifty (50) percent of the amount of the work required with its own forces, the Bid will be considered non-responsive and will be rejected with no further consideration"*

Bid document calculation states the following sub-contractor amounts:

Rasmussen Brothers Construction, Inc.	100%
Sub-Contractor Usage:	-65%
Prime Contractor Amount:	35%
RC Construction	100%
Sub-Contractor Usage:	-68%
Prime Contractor Amount:	32%

The project was approved by City Council on June 14, 2011 in the amount of $1,000,000 based on initial construction cost estimates. Staff proceeded to hire the design architect and prepare the project for bid. Based on the actual bids received, staff is requesting to increase the project budget to $1,400,000 to provide for the higher actual bid amounts received for the renovations and to provide a 10% contingency for the project. Currently, the City Hall Developer Impact Fee Fund has a balance of about $2.5 million; staff is requesting approval to transfer $400,000 in City Hall DIF fees to the Annex 1 project to complete this qualifying project. Having this space available in early 2013 is also an integral part of moving forward with the current City Hall 2nd Floor flooring repair/replacement project planned for Spring 2013.

ALTERNATIVES

1. Award the construction contract to R.I.C. Construction in an amount not to exceed $1,251,800 as the lowest responsible bidder, for the Moreno Valley Annex Renovation Project, authorize the City Manager to execute a contract with R.I.C. Construction in the form attached hereto, authorize the issuance of a Purchase Order to R.I.C. in the amount of $1,251,800 ($1,138,000 base bid amount plus 10% contingency) when the contract has been signed by all parties, authorize the Human Resources Director to execute any subsequent change orders to the contract with R.I.C. up to but not to exceed the Purchase Order contingency of $113,800, and authorize the Human Resources Director to record the Notice of Completion upon determination that the work is complete, and release the retention to R.I.C. if no claims are filed against the project. *This alternative will allow for required improvements to render the space usable by City functions now occupying leased facilities.*

2. Do not award the construction contract to R.I.C. Construction Company, Inc., 10675 “E” Avenue Hesperia, CA 92345, the lowest responsible bidder, for the Moreno Valley Annex Renovation Project. *This alternative will preclude or delay the completion of much required improvements and will require continued leasing of office space to house four city divisions.*

FISCAL IMPACT

The design and construction of the Moreno Valley Annex Renovation project is included in the adopted Fiscal Year 2012/2013 Capital Improvement Project and was originally appropriated $1 million in the FY 2011/12 budget. Based on the actual construction bids received, staff is requesting a transfer of $400,000 from City Hall DIF to the Annex 1 project. Based on this action, the project is funded in the CIP budget account number 30-40-80003-720199, project number 803 0004 30 40. The funds allocated for the Moreno Valley Annex Renovation project cannot be utilized for operational activities. There is no impact on the General Fund.

BUDGETED PROJECT FUNDS:
City Hall Annex Renovation Project (803 0004 30 40)
FY 2012/2013 Budget (Account No. 3000-30-40-80003-720199) $1,000,000
FY 2012/2013 Recommended Budget Appropriation $400,000

ESTIMATED PROJECT RELATED COSTS:
Architectural Design & Construction Management & Inspection $89,000
Construction Costs*..... $1,252,000
Moving and Logistics Cost $25,000
Parking Lot Re-Surface and Stripe..... $10,000
Lock, Security & Fire Alarm Move $24,000
Total Estimated Project Related Costs..... $1,400,000

* Includes 10% contingency

TRANSFER APPROPRIATIONS

Account	Type	Description	Current Budget	Proposed Increase	Revised Budget
3000-90-99-93000-802909	Revenue – Transfer In	Transfer from DIF – City Hall	$0	$400,000	$400,000
2909-99-95-92909-903000	Expense – Transfer Out	Transfer to Facility Construction Fund	$0	$400,000	$400,000
	Total		$0	$800,000	$800,000

BUDGET APPROPRIATION

Account	Type	Description	Current Budget	Proposed Increase	Revised Budget
3000-30-40-80003-720199	Expense	CIP - Other	$1,000,000	$400,000	$400,000
	Total		$1,000,000	$400,000	$400,000

ANTICIPATED PROJECT SCHEDULE:
Notice of Award..... August 2012
Start Construction..... September 2012
Complete Construction..... January 2013

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This project will renovate the Moreno Valley Annex to move four divisions from leased space into a city owned facility. Staff recommends awarding the contract to R.C.I. Construction, Inc. and authorizing the issuance of a purchase order in the amount of $1,252,000, inclusive of a 10% contingency when the agreement has been signed by all parties.

ATTACHMENTS

Attachment A: City Annex Building Office Renovation Agreement

Prepared By:
Rix Skonberg
Purchasing & Facilities Division Manager

Concurred By:
Richard Teichert
Financial & Administrative Services Director

Department Head Approval:
Thomas M. DeSantis
Human Resources Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

AGREEMENT

BID NO. VAG 11/12-14
ANNEX #1 TENANT IMPROVEMENTS
14331 Frederick Street
Moreno Valley, CA 92553

THIS Agreement, made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **R.I.C. Construction Company, Inc.**, hereinafter called the "Contractor."

That the City and the Contractor for the consideration hereinafter named, agree as follows:

1. The written Agreement includes all of the following: a) any and all Contract Change Orders issued after execution of this Agreement; b) **Addenda Nos. 1 inclusive,** issued prior to the opening of the Bids; c) the Bid Documents; d) the Special Provisions which include the General Provisions and Technical Provisions; e) the project Plans; f) the Standard Plans; g) the Standard Specifications; h) California Building Code; i) California Electrical Code; j) California Energy Code; k) California Fire Code; l) California Mechanical Code; m) California Plumbing Code; n) State of California Code of Regulations Title 24 Building Standards; o) American with Disabilities Act (ADA); p) other codes as applicable; q) Reference Specifications, all of which are essential parts of this Agreement; and r) the Bidder's Bid which includes the Non-collusion Affidavit. In the event of any conflict in the provisions thereof, the terms of said Contract Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Contract documents for this project, the Contract documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Base Bid Item(s) in the sum total amount of **$ 1,138,000.00**, subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Contract documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Contract within fourteen (14) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion, within **ninety (90) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all construction called for under the Contract is not completed within the time hereinabove specified, including City caused delays or extensions, damages

will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

It is, therefore, agreed that such liquidated damages shall be presumed to be in the amount of $250.00 per working days, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley (City), the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; **builder's risk insurance (that includes fire and flood coverage)**; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

> Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City, MVHA, and CSD, its officers, employees and agents under any third party liability policy.
>
> It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and

property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	$500,000.00	$1,000,000.00	$2,000,000.00
Property Damage	---	$1,000,000.00	$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of $2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated. Such coverage limits shall not be less than $1,000,000 combined single limit.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, **builder's risk insurance (including fire and flood)** which will reimburse the Contractor or the City for its interests for repairing damaged property owned, leased, held or in the course of construction with coverage limits for replacement of the building; and shall bear an endorsement in addition to the previous endorsements containing the following Provisions:

> The City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District are named as "loss payee" to ensure the settlement proceeds are used to repair damaged buildings or other property. Additionally, the insurer shall waive all rights of subrogation against the City, MVHA, and CSD, its officers, agents or employees.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee

that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County of Riverside, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Agreement in a form which is substantially similar to the Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, MVHA, and CSD, its officers, agents, or employees.

The obligation to indemnify, defend, and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of

the City.

14. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Contract.

15. The effective date of this Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

16. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
Henry Garcia, City Manager

DATE:_____

R.I.C. Construction Company, Inc.

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Human Resources Director

_____
Date

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

BOND NO. _____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

BID NO. VAG 11/12-14

ANNEX #1 TENANT IMPROVEMENTS
14331 Frederick Street
Moreno Valley, CA 92553

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to R.I.C. Construction Company, Inc., as Principal hereinafter designated as "Contractor," and has entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager and identified as **Bid No. VAG 11/12-14** is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

BIDDER	SURETY
Contractor Name:_____	Name:_____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name:_____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20___

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

BOND NO. _____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

BID NO. VAG 11/12-14

ANNEX #1 TENANT IMPROVEMENTS
14331 Frederick Street
Moreno Valley, CA 92553

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **R.I.C. Construction Company, Inc.**, as Principal hereinafter designated as "Contractor," and has entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager and identified as **Bid No. VAG 11/12-14**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, material, men, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of_____ 20___.

BIDDER	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____, 20___

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council acting in their capacity as City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: August 28, 2012

TITLE: RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE THIRD RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JANUARY 1, 2013 TO JUNE 30, 2013

RECOMMENDED ACTION

Staff recommends that the City Council acting in their capacity as Board Members as City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley:

1. Adopt Resolution No. 2012-71 approving a Third Recognized Obligation Payment Schedule ("Third ROPS"), for the period of January 1, 2013 to June 30, 2013;

2. Authorize the Executive Director or his designee to make modifications to the Schedule; and

3. Authorize the transmittal of the Third ROPS (Exhibit "A") to the Oversight Board for review and approval.

BACKGROUND

The City of Moreno Valley is the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley (RDA) pursuant to Part 1.85 of Division 24 of the

Health and Safety Code. As Successor Agency, the City is responsible for winding down the affairs of the redevelopment agency including disposing of its assets; making payments and performing other obligations due for Enforceable Obligations of the former RDA. In order to facilitate the process, on February 28, 2012, the City Council adopted Resolution No. 2012-13 approving a Recognized Obligation Payment Schedule (ROPS) for the period of January 1, 2012 through June 30, 2012, and Resolution No. 2012-22 on April 10, 2012, approving a Second Recognized Obligation Payment Schedule for the period of July 1, 2012 through December 31, 2012.

DISCUSSION

Enforceable Obligation Payment Schedule

In accordance with ABX1 26, the Successor Agency is required to adopt an Enforceable Obligation Payment Schedule ("EOPS"). The EOPS lists all of the Agency's legally binding and enforceable agreement obligations and anticipated payments. Enforceable obligations include bonds, loans, judgments, settlements, any legally binding and enforceable agreements or contracts, and contracts and agreements for agency administration or operation costs.

Section 34177(a)(1) of ABX1 26 provides that upon the dissolution of the Agency, the Successor Agency may only make those payments required pursuant to the most recent Enforceable Obligation Payment Schedule adopted by the Agency and the Successor Agency, and until such time the Recognized Obligation Payment Schedule becomes operative.

Recognized Obligation Payment Schedule

ABX1 26 requires the Successor Agency to approve a Recognized Obligation Payment Schedule ("ROPS"). The ROPS supersedes the EOPS, and is required for each six-month period.

Similar to the EOPS, the required content of the ROPS, set forth in Health and Safety Code Section 34177(l)(1), details all of the Agency's legally binding and enforceable obligations, anticipated payments, and sources of payments. Recognized obligations include bonds, loans, judgments, settlements, any legally binding and enforceable agreements or contracts, and contracts and agreements for agency administration or operation costs. The attached Third ROPS sets forth the enforceable obligations for the period between January 1, 2013 and June 30, 2013.

Once approved, the Third ROPS will be submitted to the Oversight Board for review and approval. Upon approval by the Oversight Board, a copy of the approved ROPS will be transmitted to the County-Auditor Controller, the State Controller's Office, the Department of Finance, and posted to the City's website.

ALTERNATIVES

1. Adopt the attached resolution, which approves the Third Recognized Obligation Payment Schedule for the period of January 1, 2013 to June 30, 2013, authorizing the Executive Director or his designee to make modifications thereto, and authorizing the transmittal of the Schedule to the Oversight Board for review and approval. *Staff recommends this alternative because it allows the City serving as the Successor Agency to make required debt service payments in accordance with the State legislation.*

2. Decline to adopt the attached resolution which would not allow the City, acting as the Successor Agency, to maintain the operations, and fulfill debt obligations of the former RDA as required by law. *Staff does not recommend this alternative.*

FISCAL IMPACT

The Recognized Obligation Payment Schedule provides the details necessary for the City serving as the Successor Agency to fulfill the former RDA's legally binding and enforceable agreements. The Third ROPS will serve as authorization to pay obligations listed during the noted period. There will be some impact to the General Fund to absorb costs that are no longer paid by the former Redevelopment Agency for either RDA administration or operations and for Low and Moderate Income Housing Fund work. Staff estimates that this cost will be approximately $200,000 for fiscal year 2012-2013.

SUMMARY

As Successor Agency, the City is responsible for winding down the affairs of the redevelopment agency including disposing of its assets; making payments and performing other obligations due for Enforceable Obligations of the former RDA. The Recognized Obligation Payment Schedule for the period of January 1, 2013 to June 30, 2013 provides the details necessary for the City serving as the Successor Agency to fulfill the former RDA's legally binding and enforceable agreements as required by law.

NOTIFICATION

No public notice is required prior to the City Council taking action on this item. However, the agenda for the meeting during which this item may be considered has been posted in the three locations that have been designated for the posting of City Council agendas.

ATTACHMENTS/EXHIBITS

Attachment A - Resolution No. 2012-71
Exhibit A - Third Recognized Obligation Payment Schedule

Prepared By:
Annie Clark
Sr. Financial Analyst

Department Head Approval:
Barry Foster
Community & Economic
Development Director

Concurred by:
Dante Hall
Redevelopment & Neighborhood Programs Administrator

Concurred by:
Richard Teichert
Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2012-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY SERVING AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE THIRD RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JANUARY 1, 2013 THROUGH JUNE 30, 2013, AND AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO MAKE MODIFICATIONS THERETO

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley ("Agency") is a community redevelopment agency organized and existing under the California Community Redevelopment Law, Health and Safety Code Sections 33000, *et seq.* ("CRL") and has been authorized to transact business and exercise the powers of a redevelopment agency pursuant to action of the City Council ("City Council") of the City of Moreno Valley ("City"); and

WHEREAS, the Agency was established pursuant to the Redevelopment Law. The Agency was activated on February 18, 1986, by City Ordinance No. 50. The City Council adopted and approved the Redevelopment Plan for the Project Area by Ordinance 87-154 of the City on December 29, 1987 (the "Original Plan"), as subsequently amended by Ordinance No. 448 of the City adopted January 10, 1995, Ordinance No. 556 of the City adopted December 14, 1999, and Ordinance No. 732 adopted December 19, 2006 (as so amended, the "Amended Redevelopment Plan", the area of which is referred to herein as the "Project Area"); and

WHEREAS, Parts 1.8, 1.85 and 1.9 of Division 24 of the Health and Safety Code were added to the CRL by ABX1 26 and ABX1 27, which measures purport to become effective immediately. ABX1 26 and ABX1 27, which are trailer bills to the 2011-12 budget bills, were approved by both houses of the Legislature on June 15, 2011 and signed by the Governor on June 28, 2011; and

WHEREAS, Part 1.85 of the CRL ("Part 1.85") provides for the statewide dissolution of all redevelopment agencies, including the Agency, as of October 1, 2011 (which dated has been deemed to be February 1, 2012 pursuant to a decision by the California Supreme Court), and provides that, thereafter, a successor agency to administer the enforceable obligations of the Agency and otherwise wind up the Agency's affairs, all subject to the review and approval by an oversight committee; and

WHEREAS, Part 1.8 of the CRL ("Part 1.8") provides for the restriction of activities and authority of the Agency in the interim period prior to dissolution to certain

"enforceable obligations" and to actions required for the general winding up of affairs, preservation of assets, and certain other goals delineated in Part 1.8; and

WHEREAS, in connection with the implementation of those provisions of ABX1 26 which require the adoption of an enforceable obligation schedule, the City serving as the Successor Agency has previously adopted an amended enforceable obligation schedule in the form previously submitted (the "Amended Enforceable Obligation Schedule") and has authorized the City Manager or his designee to augment, modify or revise such Amended Enforceable Obligation Schedule; and

WHEREAS, ABX1 26 further requires the adoption of an Initial Recognized Obligation Payment Schedule; such initial Recognized Obligation Payment Schedule was approved by Resolution No. 2012-13 of the City of Moreno Valley serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley ("Successor Agency") on February 28, 2012.

WHEREAS, ABX1 26 further requires the adoption of a Recognized Obligation Payment Schedule for every six month period; such Recognized Obligation Payment Schedule for July 1, 2012 through December 31, 2012, was approved by Resolution No. 2012-22 of the City of Moreno Valley serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley ("Successor Agency") on April 10, 2012.

WHEREAS, an oversight board, as provided under ABX1 26 ("Oversight Board") has been established for the former Agency;

WHEREAS, pursuant to ABX1 26 and the implementation thereof, the Sucessor Agency desires to adopt a Third Recognized Obligation Payment Schedule for the period covering January 1, 2013 through June 30, 2013 ("Third ROPS"), in the form submitted herewith. The Third ROPS is attached hereto, marked as Exhibit "A", and is incorporated herein by reference. By this resolution, the City Council, on behalf of the Successor Agency, approves and authorizes the transmittal of the Third ROPS to the Oversight Board;

WHEREAS, given the adoption of ABX1 26, the City Council, on behalf of the City acting in its capacity as Successor Agency to the Agency, has duly considered this Resolution and has determined that the adoption of this Resolution is in the best interests of the City, in its capacity as Successor Agency to the Agency, and the health, safety, and welfare of the residents of the City, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, SERVING AS THE SUCCESSOR AGENCY, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The foregoing recitals are incorporated into this resolution by this reference, and constitute a material part of this resolution.

Section 2. That Third ROPS (Exhibit "A") is approved as the Recognized Obligation Payment Schedule as to the Agency for the above-referenced period, together with such augmentation, modification, additions or revisions as the Executive Director of the Successor Agency or his designee may make thereto.

Section 3. The City Clerk shall cause the Third ROPS to be transmitted to the Oversight Board.

Section 4. This Resolution shall be effective immediately upon adoption.

Section 5. The City Clerk shall certify to the adoption of this resolution.

APPROVED AND ADOPTED this 28th day of August, 2012.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of the Successor Agency

ATTEST:

_____
City Clerk

APPROVE AS TO FORM:

_____
City Attorney

Resolution No. 2012-71
Date Adopted: August 28, 2012

Resolution Jurat

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-71 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 28th day of August, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

City Clerk

Resolution No. 2012-71
Date Adopted: August 28, 2012

Successor Agency Contact Information

Name of Successor Agency:	The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley
County:	Riverside
Primary Contact Name:	Annie Clark
Primary Contact Title:	Sr. Financial Analyst
Address	14177 Frederick Street, Moreno Valley, CA 92552
Contact Phone Number:	951.413.3475
Contact E-Mail Address:	anochano@moval.org
Secondary Contact Name:	Richard Teichert
Secondary Contact Title:	Financial & Administrative Services Director
Secondary Contact Phone Number:	951.413.3021
Secondary Contact E-Mail Address:	richardt@moval.org

EXHIBIT A

SUMMARY OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE

Filed for the January 1, 2013 to June 30, 2013 Period

Name of Successor Agency: The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley

		Total Outstanding Debt or Obligation
Outstanding Debt or Obligation		$ 161,932,013
Current Period Outstanding Debt or Obligation		**Six-Month Total**
A	Available Revenues Other Than Anticipated RPTTF Funding	15,022,617
B	Anticipated Enforceable Obligations Funded with RPTTF	6,927,229
C	Anticipated Administrative Allowance Funded with RPTTF	208,000
D	Total RPTTF Requested (B + C = D)	7,135,229
	Total Current Period Outstanding Debt or Obligation (A + B + C = E) *Should be the same amount as ROPS form six-month total*	$ - ERROR formula is not computing correctly
E	*Enter Total Six-Month Anticipated RPTTF Funding *(Obtain from county auditor-controller)*	6,835,311.86
F	Variance (E - D = F) *Maximum RPTTF Allowable should not exceed Total Anticipated RPTTF Funding*	$ (299,917)
Prior Period (January 1, 2012 through June 30, 2012) Estimated vs. Actual Payments (as required in HSC section 34186 (a))		
G	**Enter Estimated Obligations Funded by RPTTF *(Should be the lesser of Finance's approved RPTTF amount including admin allowance or the actual amount distributed)*	9,241,398
H	***Enter Actual Obligations Paid with RPTTF	11,866,792
I	Enter Actual Administrative Expenses Paid with RPTTF	117,648
J	Adjustment to Redevelopment Obligation Retirement Fund (G - (H + I) = J)	$ (2,743,042)
K	**Adjusted RPTTF** *(The total RPTTF requested shall be adjusted if actual obligations paid with RPTTF are less than the estimated obligation amount.)*	$ 9,878,271.00

* We have not receive any confirmation of the anticipated RPTTF funding from the County, and therefore, are using the amount received previously from the County Auditor-Controller for the payment of ROPS Fe obligations (primarily the payment received in January 2012).

** Gross Property Tax Amount $9,241,398 (actual amount received from the County Auditor-Controller was $9,033,312 - net of the pass through's and fees of $2,408,086).

***Includes amount encumbered to be paid in 2013-2014 per Affordable Housing Agreement and enforceable obligations paid from former RDA fund balance.

Certification of Oversight Board Chairman:
Pursuant to Section 34177(m) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named agency.

Name _____ Title _____

Signature _____ Date _____

8/21/20129:45 AM

MV00173889

Name of Successor Agency: The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley

County: Riverside

Oversight Board Approval Date: _____

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS III)

January 1, 2012 through June 30, 2012

Item #	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-13	Funding Source: LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other	Six-Month Total
	Grand Total				$ 161,832,013	$ 26,612,927	$ -	$ 14,216,878	$ 908,068	$ 208,000	$ 6,927,029	$ -	$ -
1	2007 Tax Allocation Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance various capital projects	Original Area	79,412,021.88	2,263,483.76					2,263,483.76		2,263,484
2	2007 Special Tax Refunding Bonds - Towngate 87-1	Wells Fargo Bank	Debt service payments for bonds issued to finance the acquisition of public facilities	Original Area	8,546,333.48	1,162,347.06					1,162,347.06		1,162,347
3	Improvement Area No. 1 Special Tax Refunding Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance the construction of public facilities	Original Area	2,804,115.00	277,161.38					139,168.01		139,168
4	CFD No. 3 - Auto Mall Refinance	Wells Fargo Bank	Debt service payments for bonds issued to finance the construction of public facilities	Original Area	2,000,060.81	109,460.50					91,881.66		91,882
5	2011 Refunding of 97 LRB Bonds	Bank of America	Debt service payments for bonds issued to finance the construction of a public facility	Original Area	1,500,000.00	150,000.00					75,000.00		75,000
6	2005 Lease Revenue Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance Sunnymead Blvd project	Original Area	13,525,880.41	390,147.50					195,348.75		195,349
7	On-going Housing Monitoring Requirements	City of Moreno Valley/Successor Agency	Costs to perform the recertification and monitoring of housing units	Original Area	40,000.00	40,000.00					20,000.00		20,000
8	Contract for Legal Services	Stradling, Yocca, Carlson & Rauth	Legal services - General	Original Area	72,000.00	72,000.00					36,000.00		36,000
9	Contract for Legal Services	Rutan & Tucker, LLP	Legal services - Oversight Board Legal Counsel	Original Area	72,000.00	72,000.00					36,000.00		36,000
10	Contract for Abatement of Properties	Fire Prevention/Inland Empire Property Service, Inc.	Nuisance/weed abatement of Agency owned properties	Original Area	7,500.00	7,500.00					2,500.00		2,500
11	Contract for Audit Services	Lance Soll & Lunghard, LLP or Approved Audit Firm	Preparation of Required Due Diligent Reviews and Annual Audit	Original Area	15,000.00	15,000.00					15,000.00		15,000
12	Contract for Special Tax Reporting	Willdan/Staff Administration	Preparation of Continuing Disclosure Report	Original Area	5,000.00	5,000.00					2,500.00		2,500
13	CalPERS Retirement Liability	The California Public Employees' Retirement System (CalPERS)	Unfunded PERS Retirement Liability Acct	Original Area	599,992.00	12,858.14					-		-
14	Retiree Medical Trust (CERBT)	Medical	Unfunded Retiree Medical Trust Acct	Original Area	193,221.00	4,461.90					-		-
15	Agency Loans #1 & 2	City of Moreno Valley	City/Agency Loan Agreement	Original Area	2,217,843.00	-					-		-
16	Price Club Acquisition Note	The Price Family Charitable Fund	Participation Agreement	Original Area	1,410,529.85	480,000.00					240,000.00		240,000
17	Towngate Acquisition Note	City of Moreno Valley	Participation Agreement	Original Area	15,658,083.42	480,000.00					240,000.00		240,000
18	Moss Bros. Autogroup Participation Agreement	Moss Bros. Autogroup	Participation Agreement	Original Area	250,000.00	250,000.00					-		-
19	Robertson's Ready Mix, Inc. CPA	Robertson's Ready Mix, Inc.	Owner Participation Agreement	Original Area	4,000,000.00	-					-		-
20	Hemlock Family Apartments	Rancho Belago, Inc.	Affordable Housing Agreement	Original Area	1,000,000.00						-		-
21	Rancho Dorado Apts. - South (Second Phase)	Moreno Valley Housing Authority/MV Rancho Dorado Limited Partnership	Affordable Housing Agreement	Original Area	6,950,000.00	2,875,000.00					2,375,000.00		2,375,000
22		Stradling, Yocca, Carlson & Rauth	Legal services - Specific to Affordable Housing Agreement w/ Rancho Dorado Apts.	Original Area	25,000.00	25,000.00					12,500.00		12,500
23		Stricklin Association	Title & Closing Costs	Original Area	5,000.00	5,000.00					2,500.00		2,500
24	Payroll Costs/Operating Costs	City of Moreno Valley/Employees	Successor Agency's Payroll & Operating Costs	Original Area	447,514.00	447,514.00				208,000			208,000
25	Sunnymead Blvd CIP 79221	Fucci	Capital Project Contract, CIP 79221	Original Area	50,000.00	50,000.00			50,000.00				50,000
26		Hans & Assoc.	Capital Project Contract, CIP 79221	Original Area	178,000.00	178,000.00			178,000.00				178,000
27		City of Moreno Valley, cost allocation, and extra admin costs	Project Management CIP 79221	Original Area	37,300.00	37,300.00			25,000.00				25,000
28		City Consultants	Project Management CIP 79221	Original Area	9,500.00	9,500.00			9,000.00				9,000
29		Gibbs, Giden, Locher, Turner & Senet LLP	Additional Legal Fees - CIP 79221	Original Area	85,099.15	85,099.15			49,099.00				49,099
30	Storm Drain/Day Street to Cottonwood CIP 79222	Gibbs, Giden, Locher, Turner & Senet	Contractual Services PO# 42123 CIP 79222	Original Area	5,174.00	5,174.00							-
31		City of Moreno Valley	Project Management CIP 79222	Original Area									-

MV00173890

Name of Successor Agency: The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley

County: Riverside

Oversight Board Approval Date: _____

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS III)

January 1, 2013 through June 30, 2013

Item #	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-13	Funding Source: LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other	Six-Month Total
	Grand Total				$ 161,952,013	$ 26,512,927	$ -	$ 14,714,528	$ 308,089	$ 209,000	$ 6,827,228	$ -	$ -
32	Day Street/Alessandro Blvd to Cottonwood CIP 79724	DMC Design	Contractual Services PO#40920 CIP 79724	Original Area	5,980.94	5,980.94							-
33		AEI-CASC	Contractual Services PO#35423 CIP 79724	Original Area	8,775.93	8,775.93							-
34		Group Delta	Contractual Services PO#39328 CIP 79724	Original Area	7,359.00	7,359.00							-
35		KOM Meridian	Contractual Services PO#41865 CIP 79724	Original Area	3,992.50	3,992.50							-
36		STI Inc	Contractual Services PO#41850 CIP 79724	Original Area	73,322.22	73,322.22							-
37		City of Moreno Valley	Project Management CIP 79724	Original Area	20,395.33	20,395.33							-
38	Auto Mall Street Upgrades CIP 79725	VA Consulting	Capital Project Contract, CIP 79725	Original Area	11,083.00	11,083.00							-
39		City of Moreno Valley	Project Management CIP 79725	Original Area	12,000.00	12,000.00							-
40		Leighton Inspection (Geotech)	Capital Project Contract, CIP 79725	Original Area	2,294.00	2,294.00							-
41		VA Consulting Inc (Subcon)	Capital Project Contract, CIP 79725	Original Area	782.00	782.00							-
42		SMEAC (Contractor)	Capital Project Contract, CIP 79725	Original Area	195,721.00	195,721.00							-
43	Indian Basin, Appurtenant CIP 79728	Lim & Nascimento Engineering	Contractual Services PO#35828 CIP 79728	Original Area	88,528.00	88,528.00		38,528.00					38,528
44		City of Moreno Valley, cost allocation, and minor expenses	Project Management, CIP 79728	Original Area	38,000.00	38,000.00		18,000.00					18,000
45	Ironwood Ave-Day St/Barclay Dr CIP 79727	AEI-CASC Engineering	Capital Project Contract, CIP 79727	Original Area	49,532.11	49,532.11		25,000.00					25,000
46		City of Moreno Valley, cost allocation, and minor expenses	Project Management CIP 79727	Original Area	73,000.00	73,000.00		63,000.00					63,000
47		Contractor	Capital Project Contract, CIP 79727	Original Area	500,000.00	500,000.00		500,000.00					500,000
48		Survey Consultant	Project Management CIP 79727	Original Area	50,000.00	50,000.00		50,000.00					50,000
49		Geotechnical Consultant	Capital Project Contract, CIP 79727	Original Area	50,000.00	50,000.00		50,000.00					50,000
50		Southern California Edison	Project Management CIP 79727	Original Area	50,000.00	50,000.00		50,000.00					50,000
51	Nason/SR-60 Bridge CIP 79718	Singer & Coffin, APC	Legal services CIP 79718	Original Area	2,310.00	-							-
52		City of Moreno Valley	Project Management and associated costs CIP 79718	Original Area	160,000.00	160,000.00		100,000.00					100,000
53		Staff Consultants	Project Management, CIP 79718	Original Area	38,000.00	38,000.00		6,000.00					6,000
54		Moreno Valley Utility	Lighting CIP 79718	Original Area	50,000.00	50,000.00		50,000.00					50,000
55		Caltrans	State-furnished materials CIP 79718	Original Area	50,000.00	50,000.00		50,000.00					50,000
56		Caltrans	State source inspection fees CIP 79718	Original Area	50,000.00	50,000.00		50,000.00					50,000
57		CHP	Construction zone enforcement (COZEEP) CIP 79718	Original Area	30,000.00	12,000.00		12,000.00					12,000
58		Parsons Transportation	Design-related costs CIP 79718	Original Area	222,571.00	222,571.00		66,000.00					66,000
59		Falcon Engineering	Construction mgmt and inspection Services CIP 79718	Original Area	1,847,220.00	950,000.00		840,000.00					840,000
60		Contractor	Construction Contract CIP 79718	Original Area	9,700,000.00	7,000,000.00		7,000,000.00					7,000,000
61		Survey Consultant	Construction Services - Survey CIP 79718	Original Area	145,000.00	60,000.00		60,000.00					60,000
62		Geotechnical Consultant	Construction Services - Geotechnical CIP 79718	Original Area	170,000.00	90,000.00		90,000.00					90,000
63		SCE	Utility relocation CIP 79718	Original Area	20,000.00	20,000.00		20,000.00					20,000
64		EMWD	Permits/Fees, CIP 79718	Original Area	5,000.00	5,000.00		5,000.00					5,000
65		RCFC&WCD	Permits/Fees, CIP 79718	Original Area	5,000.00	5,000.00		5,000.00					5,000

MV00173891

Name of Successor Agency: The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley

County: Riverside

Oversight Board Approval Date: _____

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS III)

January 1, 2012 through June 30, 2013

Item #	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-13	Funding Source: LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other	Six-Month Total
	Grand Total				$ 181,932,913	$ 25,013,927	$ -	$ 14,714,528	$ 306,099	$ 208,000	$ 6,927,229	$ -	$ -
66	Moreno Beach Ramps - Phase 1 CIP 79731	City of Moreno Valley	Project Management and associated costs CIP 79731	Original Area	100,000.00	100,000.00		100,000.00					100,000
67		City of Moreno Valley	City-furnished equipment - CIP 79731	Original Area	10,000.00	10,000.00		10,000.00					10,000
68		City of Moreno Valley	Project Management and associated costs CIP 79731	Original Area	6,000.00	6,000.00		6,000.00					6,000
69		Parsons Transportation	Design-related costs CIP 79731	Original Area	11,331.00	11,331.00							-
70		Parsons Transportation	Construction support CIP 79731	Original Area	130,000.00	130,000.00		54,000.00					54,000
71		Falcon Engineering	Constructability review CIP 79731	Original Area	11,865.00	11,865.00							-
72		Falcon Engineering	Construction Inspd and Inspection Services CIP 79731	Original Area	797,821.98	600,000.00		600,000.00					600,000
73		So. Calif. Edison	Utility Relocation CIP 79731	Original Area	10,000.00	10,000.00		10,000.00					10,000
74		Caltrans	State-furnished materials CIP 79731	Original Area	2,000.00	2,000.00		2,000.00					2,000
75		Caltrans	State source inspection fees CIP 79731	Original Area	50,000.00	50,000.00		50,000.00					50,000
76		CHP	CHP - construction zone enforcement (COZEEP) CIP 79731	Original Area	30,000.00	30,000.00		30,000.00					30,000
77		Contractor	Construction Contract CIP 79731	Original Area	4,500,000.00	4,500,000.00		4,500,000.00					4,500,000
78		Survey Consultant	Construction Svcs - Survey CIP 79731	Original Area	99,000.00	54,000.00		54,000.00					54,000
79		Geotechnical Consultant	Construction Svcs - Geotechnical CIP 79731	Original Area	88,000.00	84,000.00		84,000.00					84,000
80		RCFC&WCD	Permits/Fees, CIP 79731	Original Area	5,000.00	5,000.00		5,000.00					5,000
81		EMWD	Permits/Fees, CIP 79731	Original Area	31,000.00	31,000.00		31,000.00					31,000

MV00173892

Name of Successor Agency: The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley
County: Riverside

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS III) -- Notes (Optional)

January 1, 2013 through June 30, 2013

Item #	Notes/Comments			
25	Sunnymead Blvd. CIP 79221	Excel	Pending Litigation	
28		Harris & Assoc		
29		Gibbs, Giden, Locher, Turner & Senet LLP		
19	Storm Drain/Day Street to Cottonwood CIP 79222 (old 77922)	Gibbs, Giden, Locher, Turner & Senet LLP	Pending Litigation	
56	Nason/SR-60 Bridge	Contract/Agreement Termination Date	Note 1: Agreement terminates upon completion of work or upon 30 days' notice	
58				
57				
91	Moreno Beach Ramps - Phase 1	Contract/Agreement Termination Date	Note 2: Contract terminates upon completion of obligation or upon amendment to agreement, whichever occurs first	
92				
93				

MV00173893

Name of Successor Agency: The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley

County: Riverside

Pursuant to Health and Safety Code section 34186 (a)
PRIOR PERIOD ESTIMATED OBLIGATIONS vs. ACTUAL PAYMENTS
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS I)
January 1, 2012 through June 30, 2012

Page/Form	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF Estimate	LMIHF Actual	Bond Proceeds Estimate	Bond Proceeds Actual	Reserve Balance Estimate	Reserve Balance Actual	Admin Allowance Estimate	Admin Allowance Actual	RPTTF Estimate	RPTTF Actual	Other Estimate	Other Actual
ROPS I		Grand Total				$ -	$ -	$ 7,067,970	$ 2,558,837	$ 394,290	$ 116,033	$ 307,665	$ 117,648	$ 12,228,290	11,889,792	$ 9,026,101	$ 9,026,101
Page 1 of 8	1	2007 Tax Allocation Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance various capital projects	Original Area									2,268,793.75	2,268,793.75		
Page 1 of 8	2	2007 Special Tax Refunding Bonds - Towngate 87-1	Wells Fargo Bank	Debt service payments for bonds issued to finance the acquisition of public facilities	Original Area									1,175,145.00	1,175,145.00		
Page 1 of 8	3	Improvement Area No. 1 Special Tax Refunding Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance the construction of public facilities	Original Area									274,445.00	274,445.00		
Page 1 of 8	4	CFD No. 3 - Auto Mall Refinance	Wells Fargo Bank	Debt service payments for bonds issued to finance the construction of public facilities	Original Area									28,262.00	28,262.00		
Page 1 of 8	5	2005 Lease Revenue Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance Sunnymead Blvd project	Original Area									569,597.50	569,597.50		
Page 1 of 8	6	2011 Refunding of 97 LRB Bonds	Bank of America	Debt service payments for bonds issued to finance the construction of a public facility	Original Area									150,000.00	150,000.00		
Page 1 of 8	7	Oversight Housing Monitoring Requirements	City of Moreno Valley/Successor Agency	Costs to perform the identification and monitoring of housing units	Original Area									20,000.00	-		
Page 1 of 8	8	Contract for Legal Services	Stradling, Yocca, Carlson & Rauth	Legal services - General	Original Area									100,678.00	50,646.20		
Page 1 of 8	9	Contract for Legal Services	Kronick Moskovitz Tiedemann & Girard	Legal services - Oversight Board Legal Counsel	Original Area									12,500.00	13,093.50		
Page 1 of 8	10	Contract for Abatement of Properties	Inland Empire Property Service, Inc.	Nuisance/weed abatement of Agency owned properties	Original Area									7,050.00	-		
Page 1 of 8	11	Contract for Audit Services	Lance Soll & Lunghard, LLP	Preparation of Financial Statements/RDA Closing Statement	Original Area									10,000.00	8,000.00		
Page 1 of 8	12	Contract for Special Tax Reporting	Willdan/Staff Administration	Preparation of Continuing Disclosure Report	Original Area									2,000.00	2,500.00		
Page 1 of 8	13	CalPERS Retirement Liability	The California Public Employees' Retirement System (CalPERS)	Unfunded PERS Retirement Liability Acct	Original Area									5,371.00	5,371.00		
Page 1 of 8	14	Retiree Medical Trust (CERBT)	California Employers Retiree Medical Trust(CERBT)/CalPERS	Unfunded Retiree Medical Trust Acct	Original Area									1,730.00	1,730.00		
Page 1 of 8	15	Agency Loans #1 & # 2	City of Moreno Valley	City/Agency Loan Agreement	Original Area												
Page 1 of 8	17	Price Club Acquisition Note	The Price Family Charitable Fund	Participation Agreement	Original Area									240,000.00	265,606.00		
Page 1 of 8	18	Towngate Acquisition Note	City of Moreno Valley	Participation Agreement	Original Area									550,000.00	552,180.00		
Page 1 of 8	20	Moss Bros. Autogroup Participation Agreement	Moss Bros. Autogroup	Participation Agreement	Original Area									230,041.00	282,041.00		
Page 1 of 8	21	Robertson's Ready Mix, Inc. OPA	Robertson's Ready Mix, Inc.	Owner Participation Agreement	Original Area									-	-		
Page 2 of 8	21	Hemlock Family Apartments	Rancho Belago, Inc.	Affordable Housing Agreement	Original Area									-	-		
Page 2 of 8	22	Oakwood Apartments	One Moreno Valley 240, L.P.	Affordable Housing Agreement	Original Area									750,000.00	750,000.00		
Page 2 of 8	23	Rancho Dorado Apts. - South	Moreno Valley Housing Authority (MVHA)	Affordable Housing Agreement - $2,300,000 is encumbered to be paid in 2013-2014 per Affordable Housing Agreement	Original Area									2,500,000.00	2,300,000.00		
Page 2 of 8	24		Stradling, Yocca, Carlson & Rauth	Legal services - Specific to AHA	Original Area									32,000.00	-		
Page 2 of 8	25		Stinnkiss Association	Title & Closing Costs	Original Area									5,000.00	350.00		
Page 3 of 8	1	Day St/Eucalyptus CIP 79230(old 80030)	MDM Meridian, Inc	Capital Project Contract, CIP 79230	Original Area			3,000.00	-								
Page 3 of 8	2		Cost Tax Allocation (Required)	Capital Project Contract, CIP 79230	Original Area			7,500.00	6,178								

MV00173894

Name of Successor Agency: The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley

County: Riverside

Pursuant to Health and Safety Code section 34186 (a)
PRIOR PERIOD ESTIMATED OBLIGATIONS vs. ACTUAL PAYMENTS
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS I)
January 1, 2012 through June 30, 2012

Page/Form	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF Estimate	LMIHF Actual	Bond Proceeds Estimate	Bond Proceeds Actual	Reserve Balance Estimate	Reserve Balance Actual	Admin Allowance Estimate	Admin Allowance Actual	RPTTF Estimate	RPTTF Actual	Other Estimate	Other Actual
ROPS I		Grand Total				$ -	$ -	$ 7,067,970	$ 3,668,627	$ 394,298	$ 115,033	$ 207,805	$ 117,948	$ 12,229,290	11,668,792	$ 9,026,101	$ 9,026,101
Page 3 of 8	3	Sunnymead Blvd. CIP 79221 (old 80231)	Globs, Gilden, Locher, Turner & Senet	Capital Project Contract, CIP 79221	Original Area					34,096.18	31,757						
Page 3 of 8	4		Excel	Capital Project Contract, CIP 79221	Original Area					50,000.00	-						
Page 3 of 8	5		Harris & Assoc.	Capital Project Contract, CIP 79221	Original Area					176,000.00	-						
Page 3 of 8	6		City of Moreno Valley	Project Management CIP 79221	Original Area					15,000.00	30,873						
Page 3 of 8	7		City Consultants	Project Management CIP 79221	Original Area					6,000.00	7,395						
Page 3 of 8	8		Globs, Gilden, Locher, Turner & Senet LLP	Additional Legal Fees - CIP 79221	Original Area					74,700.00	10,811						
Page 3 of 8	9	Day Street/Alessandro Blvd CIP 79724 (old 91724)	DMC Design	Contractual Services PO#40820 CIP 79724	Original Area			14,780.84	8,910								
Page 3 of 8	10		AEI-CASC	Contractual Services PO#39423 CIP 79724	Original Area			5,009.61	-								
Page 3 of 8	11		AEI-CASC	Contractual Services PO#40288 CIP 79724	Original Area			360.00	-								
Page 3 of 8	12		Group Delta	Contractual Services PO#39328 CIP 79724	Original Area			11,579.00	4,186								
Page 3 of 8	13		NDM Meridian	Contractual Services PO#41885 CIP 79724	Original Area			13,145.00	9,152								
Page 3 of 8	14		STI Inc.	Contractual Services PO#41859 CIP 79724	Original Area			240,780.71	189,779								
Page 3 of 8	15		Vali Cooper & Assoc.	Contractual Services PO#39743 CIP 79724	Original Area			10,400.00	-								
Page 3 of 8	16		James & Bertha Patterson	Contractual Services PO#42011 CIP 79724	Original Area			19,884.00	18,884								
Page 3 of 8	17		Globs, Gilden, Locher, Turner & Senet	Contractual Services PO#40924 CIP 79724	Original Area			8,944.20	6,944								
Page 3 of 8	18		City of Moreno Valley	Project Management CIP 79724	Original Area			35,363.90	48,482								
Page 3 of 8	19	Storm Drain/Day Street to Cottonwood CIP 79222 (old 77922)	Globs, Gilden, Locher, Turner & Senet	Contractual Services PO# 42123 CIP 79222	Original Area					20,000.00	14,926						
Page 3 of 8	20		City of Moreno Valley	Project Management CIP 79222	Original Area					5,000.00	12,993						
Page 4 of 8	21	Auto Mall Street Upgrades CIP 79725 (old 91725)	VA Consulting	Capital Project Contract, CIP 79725	Original Area			10,500.00	7,686								
Page 4 of 8	22		City of Moreno Valley	Project Management CIP 79725	Original Area			57,300.00	41,469								
Page 4 of 8	23		VA Consulting Inc	Capital Project Contract, CIP 79725	Original Area			14,900.00	3,807								
Page 4 of 8	24		United Inspection (Geotech)	Capital Project Contract, CIP 79725	Original Area			4,725.00	2,431								
Page 4 of 8	25		VA Consulting Inc. (Survey)	Capital Project Contract, CIP 79725	Original Area			4,950.00	4,188								
Page 4 of 8	26		SMBAC (Contractor)	Capital Project Contract, CIP 79725	Original Area			456,644.72	309,920								
Page 4 of 8	27		Gas Tax Allocation (Required)	Capital Project Contract, CIP 79725	Original Area			18,000.00	10,755								
Page 4 of 8	28	Indian Basin, Appurtenant CIP 79726 (old 91726)	Lim & Rascimento Engineering	Contractual Services PO#35828 CIP 79726	Original Area			62,621.73	38,738								
Page 4 of 8	29		Ninyo & Moore Geotech	Contractual Services PO#41060 CIP 79726	Original Area			3,194.50	-								
Page 4 of 8	30		Guida Surveying	Contractual Services PO#40183 CIP 79726	Original Area			936.00	12,926								
Page 4 of 8	31		City of Moreno valley	Project Management, CIP 79726	Original Area			20,000.00	17,752								
Page 4 of 8	32		City Consultants	Project Management CIP 79726	Original Area			1,000.00	113								
Page 4 of 8	33		Hillcrest Contracting, Inc.	Contractual Services PO#41567 CIP 79726	Original Area			15,076.86	15,078								
Page 4 of 8	34		Federal Emergency Mgmt Agency	Capital Projects Contract CIP Environmental Fees - CIP 79726	Original Area			5,000.00	-								
Page 4 of 8	35	Ironwood Ave-Day St/Barclay Dr CIP 79727 (old 91727)	EMWD	Cost-sharing agreement Reconciliation CIP 79727	Original Area			43,720.48	7,630								
Page 4 of 8	36		AEI-CASC Engineering	Capital Project Contract, CIP 79727	Original Area			62,424.79	12,505								
Page 4 of 8	37		City of Moreno Valley	Project Management CIP 79727	Original Area			30,000.00	14,819								
Page 4 of 8	38		City of Moreno Valley	Secure title reports for ROW dedication CIP 79727	Original Area			1,500.00	2,200								
Page 4 of 8	39		Construction Contractor, Surveyor, Geo-tech Consultant	Capital Project Contract CIP 79727	Original Area			282,700.00	-								

MV00173895

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County: Riverside

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PRIOR PERIOD ESTIMATED OBLIGATIONS vs. ACTUAL PAYMENTS
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January 1, 2012 through June 30, 2012

						LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other	
Page/Form ROPS I	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual
		(Grand Total)				$ -	$ -	$ 7,097,970	$ 3,555,627	$ 394,296	$ 105,000	$ 307,665	$ 117,648	$ 12,229,280	11,666,792	$ 9,026,101	$ 9,026,101
Page 4 of 8	40		Singer & Collin, APC	Legal Services CIP 79728	Original Area			2,000.00	-								
Page 4 of 8	41		Parsons Transportation	Contractual Services CIP 79728	Original Area			25,000.00	25,000								
Page 4 of 8	42		City Consultants	Project Management CIP 79728	Original Area			2,000.00	263								
Page 4 of 8	43		Caltrans	CIP 79728	Original Area			25,000.00	-								
Page 4 of 8	44		City of Moreno Valley	Utility relocation CIP 79728	Original Area			83,642.62	-								
Page 4 of 8	45		City of Moreno Valley	Project Management CIP 79728	Original Area			145,000.00	52,551								
Page 4 of 8	46		Caltrans	Source inspection CIP 79728	Original Area			50,000.00	-								
Page 4 of 8	47		Caltrans	State furnished Materials CIP 79728	Original Area			50,000.00	-								
Page 4 of 8	48		Caltrans	Construction Zone Enforcemt CIP 79728	Original Area			50,000.00	-								
Page 5 of 8	49	Nason/SR-60 Bridge CIP 79728 (old 91728)	Survey Consultant	Capital Project Contract CIP 79728	Original Area			5,000.00	-								
Page 5 of 8	50		Contractor	Capital Project Contract CIP 79728	Original Area			-	-								
Page 5 of 8	51		Falcon Engineering	Capital Project Contract CIP 79728	Original Area			70,000.00	-								
Page 5 of 8	52		Falcon Engineering	Constructability Review CIP 79728	Original Area			32,187.00	27,718								
Page 5 of 8	53		Geotechnical Consultant	Capital Project Contract CIP 79728	Original Area			5,000.00	-								
Page 5 of 8	54		City of Moreno Valley	Project Management CIP 79728	Original Area			70,000.00	-								
Page 5 of 8	55		Parsons Transportation	Contractual Services CIP 79728	Original Area			355,000.00	426,466								
Page 5 of 8	56		City of Moreno Valley	Advertising/Bidding Expenses CIP 79728	Original Area			10,000.00	-								
Page 5 of 8	57		EMWD	Meters - CIP 79728	Original Area			15,000.00	-								
Page 5 of 8	58		RCFC&WCD	Fees CIP 79728	Original Area			5,000.00	-								
			Globe, Gilden, Locher, Turner & Senet	Advertising/bidding expenses - Spec Revisions CIP 79728	Original Area				7,267								
Page 5 of 8	59		City of Moreno Valley	Project Management CIP 79729	Original Area			108,344.00	103,877								
Page 5 of 8	60		STK Architecture	Capital Project Contract CIP 79729	Original Area			200,000.00	148,764								
Page 5 of 8	61		Silver Creek Industries	Capital Project Contract CIP 79729	Original Area			3,000,000.00	1,849,492								
Page 5 of 8	62	Morrison Park Fire Station CIP 79729 (old 91729)	Ernie Utility	Capital Project Contract CIP 79729	Original Area			2,100.00	1,260								
Page 5 of 8	63		Riverside County IT	Capital Project Contract CIP 79729	Original Area			13,210.00	4,534								
Page 5 of 8	64		WeCain Traffic Supply	Capital Project Contract CIP 79729	Original Area			5,200.00	-								
Page 5 of 8	65		Southern Ca Gas Co	Capital Project Contract CIP 79729	Original Area			5,600.00	11,173								
Page 5 of 8	66		Construction Contract	Construction Costs CIP 79729	Original Area			345,579.49	10,343								
Page 5 of 8	67		City of Moreno Valley	Project Management CIP 79731	Original Area			80,000.00	45,560								
Page 5 of 8	68		Parsons Transportation	Capital Project Contract CIP 79731	Original Area			27,054.25	27,054								
Page 5 of 8	69		Staff Consultants	Capital Project Contract CIP 79731	Original Area			10,973.66	210								
Page 5 of 8	70		So. Calif. Edison	Utility relocation CIP 79731	Original Area			249,677.00	-								
Page 5 of 8	71		Caltrans	State Furnished Materials CIP 79731	Original Area			50,000.00	-								
Page 5 of 8	72		Caltrans	Source Inspection CIP 79731	Original Area			50,000.00	-								
Page 5 of 8	73		Survey Consultant	Capital Project Contract CIP 79731	Original Area			5,000.00	-								
Page 5 of 8	74		City of Moreno Valley - CM/Inspection	Capital Project Contract CIP 79731	Original Area			30,000.00	-								
Page 5 of 8	75		Geotechnical Consultant	Capital Project Contract CIP 79731	Original Area			5,000.00	-								
Page 5 of 8	76	Moreno Beach Ramps - Phase 1 CIP 79731 (old 91731)	Falcon Engineering	Constructability Review CIP 79731	Original Area			25,000.00	7,987								
Page 5 of 8	77		City of Moreno Valley	Project Management CIP 79731	Original Area			74,449.00	-								
Page 5 of 8	78		RCFC&WCD	Inspection fees CIP 79731	Original Area			10,000.00	-								
Page 5 of 8	79		CHP	Const. zone enforcement CIP 79731	Original Area			-	-								
Page 5 of 8	80		City of Moreno Valley	Advertising & bidding CIP 79731	Original Area			10,000.00	-								
Page 5 of 8	81		EMWD	Inspection fees CIP 79731	Original Area			-	-								
Page 5 of 8	82		Parsons Transportation	Capital Project Contract CIP 79731	Original Area			300,000.00	238,718								
			Globe Gilden Locher Turner & Senet	Advertising/bidding expenses - Spec Revisions CIP 79731	Original Area				7,267								
			A&I Reprographics	Advertising/bidding expenses - Spec Revisions CIP 79732	Original Area				3,810								
Page 6 of 8	83	Tax Sharing Agreement/Flood Control Agreement	Riverside Flood Control and Water Conservation Dist	Pass Through for the Construction of Storm Drain Projects CIP 89524	Original Area											5,039,404.43	5,039,404
Page 6 of 8	84	Acquisition of Properties/Loan	Moreno Valley Housing Authority	Satisfaction of Debt	Original Area											3,366,697.00	3,366,697

MV00173896

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January 1, 2012 through June 30, 2012

Page/Form	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other	
						Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual
ROPS I		Grand Total				$ -	$ -	$ 7,067,970	$ 3,328,527	$ 394,260	$ 115,593	$ 307,685	$ 117,846	$ 12,223,290	11,896,750	$ 5,028,101	$ 3,026,101
Page 7 of 8	1	City/Agency Employee Payroll	City of Moreno Valley/Employees	Payroll Costs	Original Area							247,685.00	111,553.53				
Page 7 of 8	2	City/Agency - Operating Costs	City of Moreno Valley	Operating Costs	Original Area							60,000.00	6,064.25				
Page 8 of 8	1	Section 33676 2% Pass Through*	Moreno Valley & Val Verde Unified SDs	Payments per former CRL 33676 - [illegible]										[illegible]	409,007.97		
Page 8 of 8	2	Section 33676 2% Pass Through*	Riverside City Community College	Payments per former CRL 33676 - [illegible]										[illegible]	81,264.27		
Page 8 of 8	3	Section 33676 2% Pass Through*	School Funds	Payments per former CRL 33676 - [illegible]										[illegible]	862.51		
Page 8 of 8	4	Section 33676 2% Pass Through*	Co Supt of Schools	Payments per former CRL 33676 - [illegible]										[illegible]	85,300.32		
Page 8 of 8	5	Tax Sharing Agreement/County Pass Through Agreement*	County of Riverside	Per Pass Through Agreement - [illegible]										[illegible]	1,815,184.87		
Page 8 of 8	6	SB 2557 County Admin Fees	County of Riverside	County Administrative Fees										238,646.02	238,646.02		
Page 8 of 8	7	Tax Sharing Agreement/Flood Control Agreement	Riverside Flood Control and Water Conservation Dist	Per Pass Through Agreement										781,573.00	781,573.00		

* Pursuant to the original ROPS per Section 1, 2012 through June 30, 2012 indicated pass through payments subject to agency and fiscal impacts. Actual payments for the same period were only for January 2012 payments. The June 2012 actual payment was made from the RPTTF for the period of time July 1, 2012 through December 31, 2012 and is reported on ROPS II.

* Pass through payments to the Taxing Agencies and to the County of Riverside were made by the Riverside County Auditor-Controller.

MV00173897

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	Rut
CITY MANAGER	

Report to City Council

TO: Mayor and City Council acting in their capacity as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: August 28, 2012

TITLE: OVERVIEW OF REDEVELOPMENT TRAILER BILL AB 1484

RECOMMENDED ACTION

Receive and file overview report of the Redevelopment Trailer Bill Assembly Bill 1484.

BACKGROUND

On June 27, 2012 the California Legislature passed AB 1484. The Governor of California signed the legislation the next day on June 28, 2012. The provisions of this legislation are intended to supplement and replace those contained in last year's AB 26 ("The RDA Dissolution Act"). According to the League of California Cities, the draft bill was expedited through the legislature and appeared in print form only 30 hours before it was formally acted upon by the Assembly.

AB 1484 requires Successor Agencies and Oversight Boards to learn and implement significant new rules of conduct than the rules mandated by last year's ABx1 26. Although AB 1484 provides new flexibility for successor agencies to secure approval of repayment of certain city loans to redevelopment agencies and to use bond proceeds for their original purposes, several provisions may expose the City to penalties and liabilities for the actions and inactions of the Successor Agency. AB 1484 also added many new or modified deadlines that need to be implemented throughout the next several months starting July 12, 2012.

The attachments to this staff report summarize the new major provisions, financial demands, penalties for non-compliance and important deadlines. To date, staff has met all required AB 1484 deadlines and will continue to comply with all provisions.

FISCAL IMPACT

For non-compliance with the provisions of AB 1484, the California Department of Finance (DOF) and Riverside County Auditor have the exclusive authority to withhold future State sales and property tax payments to the City. In addition, the legislation provides for a $10,000 per day penalty for not submitting ROPS by September 1, 2012, regardless of the reason or entity withholding approval authority.

ATTACHMENTS/EXHIBITS

ATTACHMENT A – League of California Cities "Overview of AB 1484"
ATTACHMENT B – League of California Cities "Major Provisions of AB 1484"
ATTACHMENT C – League of California Cities "AB 1484: Important Dates"
ATTACHMENT D – Assembly Bill 1484

Prepared By:
Dante G. Hall
Redevelopment & Neighborhood Programs Administrator

Department Head Approval:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

TO: City Officials

FROM: Chris McKenzie, Executive Director
RE: Overview of Redevelopment Trailer Bill AB 1484 and Next Steps
DATE: June 28, 2012

Executive Summary: The attached documents summarize the provisions and key deadlines contained in the 73-page redevelopment budget trailer bill, AB 1484, approved yesterday. It has many crucial provisions that replace those in last year's AB x1 26, including new and disturbing penalty provisions the League opposed combined with positive provisions requested by the League for repayment of city loans to redevelopment agencies, use of uncommitted bond proceeds, and new procedures for accounting for and disposing of redevelopment real estate assets. We felt it was important to provide you with this information as soon as possible. Updated versions of these documents will be distributed in the next few days and weeks. The League advised the Legislature that the bill's provisions allowing the offset of sales and property tax contain constitutional flaws, and that paired with other provisions will only increase litigation between the state and successor agencies. The League stands ready to assist in the defense of local sales tax and property tax constitutional protections however possible.,

Background: On June 27 the Legislature passed AB 1484, after it appeared in print only 30 hours earlier. While the bill provides important new flexibility (or "safe harbors" provisions) for successor agencies to secure approval of repayment of certain city loans to redevelopment agencies, to use bond proceeds for their original purposes, and to transfer governmental property to the city and other governmental agencies, the bill also contains unacceptable, punitive and unconstitutional provisions designed to force the payment of funds to the counties in a rapid fire fashion. Regrettably, we were not involved in the drafting of the bill, and in the few short hours the League had to review it we offered amendments to remove these disturbing provisions. The Legislature chose to reject the amendments.

As the attached overview and timetable explain, the measure provides that if a local successor agency does not make a payment of property taxes to the county for distribution to other local taxing agencies by no later than July 12, 2012, the successor agency is subject to a civil penalty of 10% of the amount owed (plus a 1.5% per month add-on penalty. Moreover, the bill authorizes the Department of Finance (DOF) to notify the Board of Equalization to suspend sales tax payments to the affected city, effective July 18. Further, a cash penalty of $10,000 per day can be imposed for failure to submit a ROPS by September 1, 2012. This unprecedented delegation of authority to DOF is both excessive and, in some cases, unconstitutional as explained below.

The League thanked the legislators on both sides of the aisle that opposed or abstained from voting on this measure so the League's amendments could be considered. You can see the roll call of the votes at: http://www.cacities.org/Top/News/News-Articles/2012/June/Final-Vote-Count-for-Redevelopment-Trailer-Bill-AB. We urge you to thank them as well.

During our short window to discuss the bill with legislators we pointed out that excluding cities from the drafting of AB 1484 has led to continued drafting errors and distrust at a time when a more collaborative approach would have promoted unity and accuracy. Notwithstanding AB 1484's positive elements, its punitive provisions and the lack of consultation and collaboration has only deepened city officials' distrust of state government.

ATTACHMENT A

Constitutional Flaws: The League's Post-Redevelopment Attorney Working Group has already begun discussing the provisions of AB 1484 and its obvious constitutional flaws. The Group will be asked to review and suggest any changes in the attached documents as well. We will send you any updates. Some of the members of the Group have indicated they anticipate the following constitutional claims could figure into future lawsuits concerning the sales tax and property tax clawback provisions.

- Sales Tax Clawback: Article XIII, section 24 says the Legislature may not "reallocate, transfer, borrow, appropriate, restrict the use of, or otherwise use the proceeds of any tax imposed or levied by a local government solely for the local government's purposes." The Bradley-Burns sales and use tax is imposed by a local government solely for local government's purposes. AB 1484 "reallocates" the local sales tax to the taxing entities; "restricts the use of" the local sales tax to payment of a penalty; and "otherwise uses" the sales tax to transfer funds to the taxing entities. There is no exception in Article XIII, section 24 that allows the Legislature to "otherwise use" the sales tax to pay a penalty. The prohibition is clear and complete: the Legislature may not "use" the sales tax for any purpose, including payment of a penalty.

- Property Tax Clawback: Cities, counties, and special districts cumulatively receive a percentage share of the 1% property tax rate. Article XIII, section 25.5(a) (1) (A) prohibits the Legislature from reallocating property tax so as to reduce this cumulative percentage share. Article XIII, section 25.5(a) (3) prohibits the Legislature from reallocating property tax as between cities, counties, and special districts except with a two-thirds vote. AB 1484 was not approved by two-thirds vote, yet it reallocates city (or county) property tax to other taxing entities if a successor agency does not make certain required payments. A portion of the reallocated property tax will go to school districts, thereby reducing the cumulative percentage share received by cities, counties, and special districts. Further, a portion of the reallocated property tax will go to special districts, thereby reallocating property tax as between cities, counties, and special districts with a majority vote. There is no exception in Article XIII, section 25.5 that allows the Legislature to reallocate property tax as a penalty. The prohibition is clear and complete: No reallocation of city, county or special district property taxes to schools is allowed at all, and no reallocation of property tax among cities, counties and special districts is possible without a two-thirds vote.

LEAGUE OF CALIFORNIA CITIES

1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Major Provisions of AB 1484[1]

1. **Three payments**: Successor agency must make three payments:

- July 12: Taxing entities' share of December 2011 property tax distribution to redevelopment agency/successor agency
- November 9+/-: Low-Moderate Income Housing Fund
- April 10 +/- : Unencumbered cash

In addition to these three payments, if a successor agency did not make complete 2011-12 pass-through payments, amount of payment not made will be deducted from property tax distribution from auditor-controller.[2]

2. **New audit by October 1:** Successor agency must retain licensed accountant to audit books:[3]

- Audit of LMIHF
- Audit of cash assets
- Audit of cash transfers to public agencies and private parties[4]

3. **New penalties**:

- Failure to make July 12 payment: successor agency subject to civil penalty of 10% of the amount owed plus 1.5% of the amount owed for each month that payment is not made unless DOF finds that payment of penalty will jeopardize payment of enforceable obligations. Until payment is made,

[1]. The League will continue to refine this analysis with the assistance of its RDA Attorney Working Group and other city officials.
[2] Additional information about these payments is found in the Appendix.
[3] Agreed-upon procedures audit completed by auditor-controller can substitute for the licensed accountant audit if it includes all statutory requirements
[4] Successor agency must attempt to recover cash transferred to public agency without an enforceable obligation.

July 2, 2012

ATTACHMENT B

successor agency may only pay bond debt. City subject to same civil penalty. City will not receive July 18 sales tax payment (up to amount owed).[5]

- Failure to transfer LMIHF funds: Offset of city sales tax or property tax of the amount required to be transferred[6]

- Failure to transfer cash assets: Offset of city sales tax or property tax of the amount required to be transferred[7]

- Failure to recover cash transferred to local agency without enforceable obligation: Offset of sales tax or property tax of the local agency to which the cash was transferred.[8]

- Failure to submit ROPS by September 1, 2012 and subsequent deadlines: City to pay civil penalty of $10,000 per day for each day beyond deadline

4. **Safe Harbor: Finding of Completion**[9]

The Department of Finance will issue a finding of completion to a successor agency that pays the following amounts:

- ✓ The amount determined in the audit of the LMIHF[10]
- ✓ The amount determined in the audit of all other funds[11]
- ✓ The amount (if any) owing to taxing entities from the December 2011 property tax payment[12]

The following applies to a successor agency that is issued a finding of completion:

- ✓ Loan agreements entered into between the redevelopment agency and the city are deemed to be enforceable obligations if oversight board makes a finding that loan was for legitimate redevelopment purposes. As enforceable obligations, payments are listed on ROPS[13].

  Repayments of loans may not begin prior to 2013-14 fiscal year at maximum amount described in statute. Repayment amounts received by city must first be used to retire outstanding amounts borrowed and owed to LMIHF of the

[5] Section 34183.5(b)(2)
[6] Section 34179.6(h)
[7] Section 34179.6(h)
[8] Section 34179.6(h); see, also 34179.8
[9] Section 34191.1.
[10] Section 34179.6
[11] Section 34179.6
[12] Section 34183.5
[13] DOF continues to retain final authority to approve items listed on ROPS.

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former redevelopment agency for purposes of the SERAF payment. 20% of loan repayment amount must be transferred to LMIH Asset Fund.[14]

- ✓ Bond proceeds derived from bonds issued on or before 12/31/10 shall be used for the purposes for which the bonds were sold. Proceeds which cannot be spent consistent with bond covenants shall be used to defease the bonds or to purchase those same outstanding bonds on the open market for cancellation.[15] Use of bond proceeds listed on ROPS.[16]

- ✓ Real property assets: In lieu of the provisions of AB 26 which require disposal of real property assets at the direction of the oversight board, successor agency prepares a long-range property management plan and submits to oversight board and DOF for approval. Permissible uses of property include retention for governmental use; retention for future development; sale of property; use of the property to fulfill enforceable obligations. If plan directs use or liquidation of property for a project identified in an approved redevelopment plan, the property shall transfer to the city. No transfers until plan approved by oversight board and DOF.[17]

- ✓ Statute of Limitations: The longer statutes of limitations (2 years) to challenge actions of the former redevelopment agencies do not apply.[18]

5. New Power of State Controller[19]

AB 1484 directs the Controller to review the activities of successor agencies to determine whether an asset transfer occurred after January 31, 2012, between the successor agency and the city or county that created the redevelopment agency, or any other public agency that was not pursuant to an enforceable obligation on an approved ROPS. The Controller is directed to order the assets returned to the successor agency. "City" is defined very broadly to include any entity which is controlled by the city or for which the city is financially responsible or accountable.[20]

6. Increase in authority for Department of Finance

- DOF may eliminate or modify any item on an oversight board-approved ROPS. The auditor-controller must distribute property tax in accordance with changes made to the ROPS by DOF. If successor agency disputes DOF

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[14] 34191.4(b)(2).

[15] 34191.4(c)

[16] DOF continues to retain final authority to approve items listed on ROPS.

[17] Section 34191.5

[18] Section 33500, 33501

[19] Section 34178.8

[20] Section 34167.10. AB 26 directed the State Controller to review asset transfers from redevelopment agencies to the city or county that created the agency that occurred after January 1, 2011. If the city or county was not contractually committed to a third party for the expenditure or encumbrance of those assets, the Controller was directed to order the return the assets to the redevelopment agency or successor agency.

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action, disputed item may be carried on ROPS. If dispute resolved in favor of successor agency in the future, the past allocation of property tax to the successor agency is not changed nor is a "liability" created for any affected taxing entity.[21]

- DOF may review and object to oversight board actions approving (1) establishment of new repayment terms for outstanding loans; and (2) setting aside amounts in reserves as required by bond indentures, and similar documents[22]

7. New restrictions on authority of Successor agency

- No new enforceable obligations except (1) as specifically authorized by the statute; (2) in compliance with enforceable obligations that existed prior to June 28, 2011; or (3) to hire staff, acquire professional services and procure insurance.[23]

- May not transfer revenues or powers to any other public or private party except pursuant to enforceable obligation on an approved ROPS. Any such transfer of authority or revenues are "void" and successor agency required to reverse transfers. Controller may audit and order return of transfers of authority or revenues.[24]

- Actions taken by redevelopment agencies pursuant to VARP (Voluntary Alternative Redevelopment Program in AB 27) are "ultra vires" and do not create enforceable obligations.[25]

- If successor agency exercised power to reenter into agreements with city (section 34178) and agreement was approved by oversight board but rejected by DOF, successor agency and oversight board may not act to restore funding for the reentered agreement.[26]

- No reestablishment of loan agreements between successor agency and city except pursuant to safe harbor provisions.[27]

8. Miscellaneous

- <u>City loans to successor agency</u>: City may loan or grant funds for administrative costs, enforceable obligations or project-related expenses. Receipt and use of these funds shall be reflected on the ROPS or in the

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[21] Section 34179(h)
[22] Section 34181(f)
[23] Section 34177.3(a); 34177.3(b)
[24] Section 34177.3(c)
[25] Section 34177.3(d)
[26] Section 34178(a)
[27] Section 34180(a)

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administrative budget subject to oversight board approval. An enforceable obligation is created for repayment of loans.[28]

- New Oversight Board Provisions[29]

✓ Auditor-controller may determine "largest special district"
✓ Section 1090 does not apply to employee representative on oversight board
✓ Oversight board members are protected by immunities applicable to public entities and public employees
✓ Meetings at which oversight board will consider disposal of successor agency assets or allow set-aside of reserves required by bond indentures requires 10 days' public notice.[30]
✓ Written notice and information about all oversight board actions must be provided to DOF by electronic means. DOF has 40 (instead of 10) days to review and approve, reject, or modify oversight board action.
✓ Oversight board may direct successor agency to provide additional legal or financial advice.
✓ Authorized to contract with the county or other public or private agencies for administrative support
✓ On matters within its purview, decisions made by oversight board "supersede those made by the successor agency or the staff of the successor agency."[31]

- New authority for auditor-controller[32]: A county auditor-controller can object to an item on the ROPS or to the funding source listed for an item on the ROPS. Objections are sent to DOF to resolve.

- Polanco Act protection for successor agency: Cleanup plans and liability limits of redevelopment agency transferred to successor agency and to housing entity, upon entity's request.[33]

- Limited authority for successor agency to refinance existing debt.[34]

- Successor agency is separate public entity.[35]

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[28] Section 34175(h)
[29] Section 34180
[30] Section 34181(f)
[31] Section 34179
[32] Section 34182.5
[33] Section 34173(f)
[34] Section 34177.5
[35] Section 34173(g)

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Appendix – Successor Agency Required Payments/Fund Transfers

✓ Transfer of Unencumbered Balances[36]

AB 26 requires that a successor agency transfer unencumbered cash balances and low and moderate income housing funds to the county auditor-controller for distribution to the taxing entities. AB 1484 requires a successor agency to retain the services of a licensed accountant to audit (1) the balance in the LMIHF; (2) the balance in other cash funds; (3) cash payments that were made in compliance with an enforceable obligation; and (4) cash transfers that were made without an enforceable obligation. In addition to transferring the balances in the LMIHF and other cash funds, a successor agency must make efforts to recover the cash transferred without an enforceable obligation.

✓ Payment of December 2011 Taxing Entity Property Tax[37]

AB 26 distributes property tax through a "waterfall" of payments which includes passthrough payments, payments to successor agencies for enforceable obligations, payments to successor agencies for administrative costs, and payments to taxing entities. The waterfall for the December 2011 property tax payment did not operate as intended because of the stay imposed by the Court in *Matosantos*. The property tax payment to taxing entities was not made. AB 1484 requires successor agencies to make those payments by July 12.

✓ Payment of 2011-12 Passthrough Payments

Some successor agencies made 2011-12 passthrough payments and some did not. AB 1484 requires the auditor-controller to reduce property tax payments to those successor agencies that did not make pass through payments in 2011-12.

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[36] Section 34179.5; 34179.6
[37] Section 34183.5

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AB 1484: Important Dates

July 9: County auditor-controller notifies successor agency of amount of funds owing taxing entities based upon December 2011 property tax payment[1]

July 12: Successor agency must make payment to auditor-controller for deposit into Redevelopment Property Tax Trust Fund and distribution to taxing entities.[2]

July 16: Auditor-controller distributes money received from successor agencies to taxing entities. Monies received after July 12 date distributed within 5 days of receipt.[3]

July 18: **City sales tax payment suspended if successor agency doesn't make July 12 payment.**[4]

August 1: Successor housing entity must submit to DOF a list of housing assets that contains explanation of how assets meet criteria set forth in the law. DOF will prescribe format for list. DOF may object to any of the assets within 30 days. If after meet and confer, DOF continues to object, asset must be returned to the successor agency.[5]

August 10: Successor housing entity notifies successor agency of any designations of use or commitments of funds that successor housing entity authorizes successor agency to retain.[6]

August 15 +/-: Oversight board meets to consider ROPS for January 1, 2013 through June 30, 2013 which must be submitted to DOF by September 1.

September 1: ROPS for January 1, 2013 through June 30, 2013 must be submitted electronically to DOF after oversight board approval.[7] DOF makes determinations within 45 days. Within 5 days of determination, successor agency may request additional review and meet and confer.

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[1] Section 34183.5(b)(2)(A). Note: The statute, that may be drafted in error, states that if June 1 property tax payment has not been made to successor agencies, the amount owing to taxing entities will be deducted from that same June 1 payment (34183.5(b)(1)).
[2] Section 34183.5(b)(2)(A).
[3] Section 34183.5(b)(2)(A).
[4] Section 34183.5(b)(2)(A)
[5] Section 34176(a)(2). Definition of "housing asset" found at section 34176(e).
[6] Section 34179.6(c)
[7] Section 34177(m). Future ROPS must be submitted to DOF 90 days prior to property tax distribution. **City subject to civil penalty of $10,000 per day for successor agency's failure to timely submit ROPS (Section 34177(m)(2)).**

July 2, 2012

ATTACHMENT C

October 1: Auditor-controller may provide notice to successor agency of any objections to items on January – June 2013 ROPS.[8]

October 1: Successor agency submits to oversight board, county auditor-controller, State Controller, and DOF results of the review of the LMIHF conducted by the licensed accountant agency must retain.[9] Note: licensed accountant must be approved by the county auditor-controller.

October 1: County auditor-controller completes agreed-upon procedures audit of each redevelopment agency.[10] Auditor-controller provides estimate of property tax payments to successor agency for upcoming six-month period.[11]

October 15: Oversight Board must review, approve, and transmit LMIHF audit to DOF, auditor-controller. Note that oversight board must hold a public session to consider audit at least five business days prior to the meeting of oversight board in which LMIHF audit is considered for approval.[12]

November 9: Last day for DOF to complete review of LMIHF audit and reports findings, determinations, and decision to overturn oversight board decision to allow retention of successor agency assets.[13]

W/in 5 days of receipt of DOF audit findings: Successor agency may request meet and confer to resolve disputes with DOF findings on LMIHF audit.[14] DOF must confirm or modify its determination and decisions within 30 days.

W/in 5 days of receipt of DOF final audit determination: Successor agency to transfer LMIHF funds to auditor-controller.[15] **City sales tax/property tax may be offset for unfunded amounts.**

December 1: Successor agency may report to auditor-controller that total amount of available revenues will be insufficient to fund enforceable obligations.[16]

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[8] Section 34182.5.

[9] Section 34179.6(a). The requirement to retain a licensed accountant is found in section 34179.5. The audit provided by the county auditor-controller can be substituted for an audit by a licensed accountant if it contains the information required by Section 34179.5.

[10] Section 34182(a)(1).

[11] Section 34182(c)(3)

[12] Section 34179.6(c) and (b)

[13] Section 34179.6(d)

[14] Section 34179.6(e)

[15] Section 34179.6(f)

[16] Section 34183(b)

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December 15: Successor agency submits to oversight board, county auditor-controller, State Controller, and DOF results of the review of all other fund and account balances by licensed accountant.[17]

2013

January 2: Auditor-controller makes distributions of property tax for January – June 2013 ROPS.[18]

January 15: Oversight board must review, approve, and transmit other funds audit to DOF, auditor-controller.[19]

March 3: Successor agency submits ROPS for July 1, 2013 through December 31, 2013 to DOF after oversight board approval.[20]

April 1: County auditor-controller provides estimate of property tax payments to successor agency for upcoming six-month period.[21]

April 1: DOF completes review of other funds audit and reports findings, determinations, and decision to overturn oversight board decision to allow retention of successor agency assets.[22]

April 6 +/-: No later than 5 days after receiving DOF determination on other funds audit, successor agency may request meet and confer to resolve disputes with DOF findings. DOF must confirm or modify its determination and decisions within 30 days.

April 10: +/- Successor agency to transfer other "cash and assets" audit payment to auditor-controller if meet and confer process complete.[23] **City sales tax/property tax may be offset for unfunded amounts.**

May 1: Successor agency reports to auditor-controller if total amount of available revenues will be insufficient to fund enforceable obligations.[24]

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[17] Section 34179.6(a).

[18] Section 34183(b).

[19] Section 34179.6(a).

[20] Section 34177(m).

[21] Section 34182(c)(3)

[22] Section 34179.6(a)

[23] Section 34179.6(f). The statute does not allow sufficient time between completion of DOF review on April 1 and required payment on April 10.

[24] Section 34183(b).

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AMENDED IN SENATE JUNE 25, 2012

CALIFORNIA LEGISLATURE—2011–12 REGULAR SESSION

ASSEMBLY BILL No. 1484

Introduced by Committee on Budget (Blumenfield (Chair), Alejo, Bonilla, Brownley, Buchanan, Butler, Cedillo, Chesbro, Dickinson, Feuer, Gordon, Huffman, Mitchell, Monning, and Swanson)

January 10, 2012

~~An act relating to the Budget Act of 2012.~~ *An act to amend Section 53760.1 of the Government Code, and to amend Sections 33500, 33501, 34163, 34171, 34173, 34175, 34176, 34177, 34178, 34179, 34180, 34181, 34182, 34183, 34185, 34186, 34187, 34188, and 34189 of, to add Sections 34167.10, 34177.3, 34177.5, 34178.8, 34179.5, 34179.6, 34179.7, 34179.8, 34182.5, 34183.5, 34189.1, 34189.2, and 34189.3 to, to add Chapter 9 (commencing with Section 34191.1) to Part 1.85 of Division 24 of, and to add and repeal Section 34176.5 of, the Health and Safety Code, relating to community redevelopment, and making an appropriation therefor, to take effect immediately, bill related to the budget.*

LEGISLATIVE COUNSEL'S DIGEST

AB 1484, as amended, Committee on Budget. ~~Budget Act of 2012.~~ *Community redevelopment.*

The Community Redevelopment Law authorizes the establishment of redevelopment agencies in communities to address the effects of blight, and, among other things, provides that an action may be brought to review the validity of specified agency actions, findings, or determinations that occurred after January 1, 2011, within 2 years of the triggering event.

ATTACHMENT D

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This bill would toll the time limit for bringing an action until the Department of Finance issues a finding of completion to the successor agency.

Existing law dissolved redevelopment agencies and community development agencies, as of February 1, 2012, and provides for the designation of successor agencies, as defined. Existing law requires successor agencies to wind down the affairs of the dissolved redevelopment agencies and to, among other things, make payments due for enforceable obligations, as defined, perform obligations required pursuant to any enforceable obligation, dispose of all assets of the former redevelopment agency, and to remit unencumbered balances of redevelopment agency funds, including housing funds, to the county auditor-controller for distribution to taxing entities.

Existing law authorizes the city, county, or city and county that authorized the creation of a redevelopment agency to retain the housing assets, functions, and powers previously performed by the redevelopment agency, excluding amounts on deposit in the Low and Moderate Income Housing Fund.

The bill would modify provisions relating to the transfer of housing responsibilities associated with dissolved redevelopment agencies and would define the term "housing asset" for these purposes. The bill would impose new requirements on successor agencies with regard to the submittal of the Recognized Obligation Payment Schedule, the conducting of a due diligence review to determine the unobligated balances available for transfer to affected taxing entities, and the recovery and subsequent remittance of funds determined to have been transferred absent an enforceable obligation. The bill would authorize the Department of Finance to issue a finding of completion to a successor agency that completes the due diligence review and meets other requirements. Upon receiving a finding of completion, the bill would authorize the successor agency to participate in a loan repayment program and limited property management activities.

Existing law authorizes the Department of Finance and the Controller to require any documents associated with enforceable obligations to be provided to them in a manner of their choosing.

The bill would authorize the county auditor-controller and the department, under specified circumstances, to require the return of funds improperly spent or transferred to a public entity and would authorize the department and the Controller to require the State Board of Equalization and the county auditor-controller to offset sales and

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use tax and property tax allocations, respectively, to the local agency. The bill would authorize the Controller to review the activities of a successor agency to determine if an improper asset transfer had occurred between the successor agency and the city or county that created the former redevelopment agency, and would require the Controller to order the return of these assets if such an asset transfer did occur.

The bill would impose new requirements on the county auditor-controller relating to the allocation of property tax revenues to affected taxing entities during a specified timeframe. By imposing additional duties upon local public officials, the bill would create a state-mandated local program.

The bill would appropriate up to $22,000,000 to the Department of Finance from the General Fund for costs associated with the bill, as specified.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

This bill would declare that it is to take effect immediately as a bill providing for appropriations related to the Budget Bill.

~~This bill would express the intent of the Legislature to enact statutory changes relating to the Budget Act of 2012.~~

Vote: majority. Appropriation: ~~no~~ *yes*. Fiscal committee: ~~no~~ *yes*. State-mandated local program: ~~no~~ *yes*.

The people of the State of California do enact as follows:

1 *SECTION 1. Section 53760.1 of the Government Code is*
2 *amended to read:*
3 53760.1. As used in this article the following terms have the
4 following meanings:
5 (a) "Chapter 9" means Chapter 9 (commencing with Section
6 901) of Title 11 of the United States Code.
7 (b) "Creditor" means either of the following:
8 (1) An entity that has a noncontingent claim against a
9 municipality that arose at the time of or before the commencement
10 of the neutral evaluation process and whose claim represents at

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least five million dollars ($5,000,000) or comprises more than 5 percent of the local public entity's debt or obligations, whichever is less.

(2) An entity that would have a noncontingent claim against the municipality upon the rejection of an executory contract or unexpired lease in a Chapter 9 case and whose claim would represent at least five million dollars ($5,000,000) or comprises more than 5 percent of the local public entity's debt or obligations, whichever is less.

(c) "Debtor" means a local public entity that may file for bankruptcy under Chapter 9.

(d) "Good faith" means participation by a party in the neutral evaluation process with the intent to negotiate toward a resolution of the issues that are the subject of the neutral evaluation process, including the timely provision of complete and accurate information to provide the relevant parties through the neutral evaluation process with sufficient information, in a confidential manner, to negotiate the readjustment of the municipality's debt.

(e) "Interested party" means a trustee, a committee of creditors, an affected creditor, an indenture trustee, a pension fund, a bondholder, a union that, under its collective bargaining agreements, has standing to initiate contract or debt restructuring negotiations with the municipality, or a representative selected by an association of retired employees of the public entity who receive income from the public entity convening the neutral evaluation. A local public entity may invite holders of contingent claims to participate as interested parties in the neutral evaluation if the local public entity determines that the contingency is likely to occur and the claim may represent five million dollars ($5,000,000) or comprise more than 5 percent of the local public entity's debt or obligations, whichever is less.

(f) "Local public entity" means any county, city, district, public authority, public agency, or other entity, without limitation, that is a municipality as defined in Section 101(40) of Title 11 of the United States Code (bankruptcy), or that qualifies as a debtor under any other federal bankruptcy law applicable to local public entities, *and also includes a successor agency to a redevelopment agency created pursuant to Part 1.85 (commencing with Section 34170) of Division 24 of the Health and Safety Code*. For purposes of this article, "local public entity" does not include a school district.

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(g) "Local public entity representative" means the person or persons designated by the local public agency with authority to make recommendations and to attend the neutral evaluation on behalf of the governing body of the municipality.

(h) "Neutral evaluation" is a form of alternative dispute resolution that may be known as mandatory mediation. A "neutral evaluator" may also be known as a mediator.

SEC. 2. Section 33500 of the Health and Safety Code is amended to read:

33500. (a) Notwithstanding any other provision of law, including Section 33501, an action may be brought to review the validity of the adoption or amendment of a redevelopment plan at any time within 90 days after the date of the adoption of the ordinance adopting or amending the plan, if the adoption of the ordinance occurred prior to January 1, 2011.

(b) Notwithstanding any other provision of law, including Section 33501, an action may be brought to review the validity of any findings or determinations by the agency or the legislative body at any time within 90 days after the date on which the agency or the legislative body made those findings or determinations, if the findings or determinations occurred prior to January 1, 2011.

(c) Notwithstanding any other law, including Section 33501, an action may be brought to review the validity of the adoption or amendment of a redevelopment plan at any time within two years after the date of the adoption of the ordinance adopting or amending the plan, if the adoption of the ordinance occurred after January 1, 2011.

(d) Notwithstanding any other law, including Section 33501, an action may be brought to review the validity of any findings or determinations by the agency or the legislative body at any time within two years after the date on which the agency or the legislative body made those findings or determinations, if the findings or determinations occurred after January 1, 2011.

(e) The time limit for bringing an action under subdivision (c) or (d) shall be tolled with respect to the adoptions, findings, and determinations of any former redevelopment agency or its legislative body until the Department of Finance has issued a finding of completion to the successor agency of that former redevelopment agency pursuant to Section 34179.7. Subdivisions (c) and (d) shall not apply to any adoption, finding, or

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determination of any former redevelopment agency or its legislative body after the department has issued a finding of completion to the successor agency of that former redevelopment agency pursuant to Section 34179.7.

SEC. 3. Section 33501 of the Health and Safety Code is amended to read:

33501. (a) An action may be brought pursuant to Chapter 9 (commencing with Section 860) of Title 10 of Part 2 of the Code of Civil Procedure to determine the validity of bonds and the redevelopment plan to be financed or refinanced, in whole or in part, by the bonds, or to determine the validity of a redevelopment plan not financed by bonds, including without limiting the generality of the foregoing, the legality and validity of all proceedings theretofore taken for or in any way connected with the establishment of the agency, its authority to transact business and exercise its powers, the designation of the survey area, the selection of the project area, the formulation of the preliminary plan, the validity of the finding and determination that the project area is predominantly urbanized, and the validity of the adoption of the redevelopment plan, and also including the legality and validity of all proceedings theretofore taken and (as provided in the bond resolution) proposed to be taken for the authorization, issuance, sale, and delivery of the bonds, and for the payment of the principal thereof and interest thereon.

(b) Notwithstanding subdivision (a), an action to determine the validity of a redevelopment plan, or amendment to a redevelopment plan that was adopted prior to January 1, 2011, may be brought within 90 days after the date of the adoption of the ordinance adopting or amending the plan.

(c) Any action that is commenced on or after January 1, 2011, which is brought pursuant to Chapter 9 (commencing with Section 860) of Title 10 of Part 2 of the Code of Civil Procedure to determine the validity or legality of any issue, document, or action described in subdivision (a), may be brought within two years after any triggering event that occurred after January 1, 2011. *The time limit for bringing an action under this subdivision shall be tolled with respect to the validity or legality of any issue, document, or action described in subdivision (a) of any former redevelopment agency or its legislative body until the Department of Finance has issued a finding of completion to the successor agency of that*

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former redevelopment agency pursuant to Section 34179.7. This subdivision shall not apply to any adoption, finding, or determination of any former redevelopment agency or its legislative body after the department has issued a finding of completion to the successor agency of that former redevelopment agency pursuant to Section 34179.7.

(d) For the purposes of protecting the interests of the state, the Attorney General and the Department of Finance are interested persons pursuant to Section 863 of the Code of Civil Procedure in any action brought with respect to the validity of an ordinance adopting or amending a redevelopment plan pursuant to this section.

(e) For purposes of contesting the inclusion in a project area of lands that are enforceably restricted, as that term is defined in Sections 422 and 422.5 of the Revenue and Taxation Code, or lands that are in agricultural use, as defined in subdivision (b) of Section 51201 of the Government Code, the Department of Conservation, the county agricultural commissioner, the county farm bureau, the California Farm Bureau Federation, and agricultural entities and general farm organizations that provide a written request for notice, are interested persons pursuant to Section 863 of the Code of Civil Procedure, in any action brought with respect to the validity of an ordinance adopting or amending a redevelopment plan pursuant to this section.

SEC. 4. Section 34163 of the Health and Safety Code is amended to read:

34163. Notwithstanding Part 1 (commencing with Section 33000), Part 1.5 (commencing with Section 34000), Part 1.6 (commencing with Section 34050), and Part 1.7 (commencing with Section 34100), or any other law, commencing on the effective date of this part, an agency shall not have the authority to, and shall not, do any of the following:

(a) Make loans or advances or grant or enter into agreements to provide funds or provide financial assistance of any sort to any entity or person for any purpose, including, but not limited to, all of the following:

(1) Loans of moneys or any other thing of value or commitments to provide financing to nonprofit organizations to provide those organizations with financing for the acquisition, construction, rehabilitation, refinancing, or development of multifamily rental

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housing or the acquisition of commercial property for lease, each pursuant to Chapter 7.5 (commencing with Section 33741) of Part 1.

(2) Loans of moneys or any other thing of value for residential construction, improvement, or rehabilitation pursuant to Chapter 8 (commencing with Section 33750) of Part 1. These include, but are not limited to, construction loans to purchasers of residential housing, mortgage loans to purchasers of residential housing, and loans to mortgage lenders, or any other entity, to aid in financing pursuant to Chapter 8 (commencing with Section 33750).

(3) The purchase, by an agency, of mortgage or construction loans from mortgage lenders or from any other entities.

(b) Enter into contracts with, incur obligations, or make commitments to, any entity, whether governmental, tribal, or private, or any individual or groups of individuals for any purpose, including, but not limited to, loan agreements, passthrough agreements, regulatory agreements, services contracts, leases, disposition and development agreements, joint exercise of powers agreements, contracts for the purchase of capital equipment, agreements for redevelopment activities, including, but not limited to, agreements for planning, design, redesign, development, demolition, alteration, construction, reconstruction, rehabilitation, site remediation, site development or improvement, removal of graffiti, land clearance, and seismic retrofits.

(c) Amend or modify existing agreements, obligations, or commitments with any entity, for any purpose, including, but not limited to, any of the following:

(1) Renewing or extending term of leases or other agreements, except that the agency may extend lease space for its own use to a date not to exceed six months after the effective date of the act adding this part and for a rate no more than 5 percent above the rate the agency currently pays on a monthly basis.

(2) Modifying terms and conditions of existing agreements, obligations, or commitments.

(3) Forgiving all or any part of the balance owed to the agency on existing loans or extend the term or change the terms and conditions of existing loans.

(4) ~~Increasing its~~ *Making any future* deposits to the Low and Moderate Income Housing Fund created pursuant to Section

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33334.3 ~~beyond the minimum level that applied to it as of January 1, 2011~~.

(5) Transferring funds out of the Low and Moderate Income Housing Fund, except to meet the minimum housing-related obligations that existed as of January 1, 2011, to make required payments under Sections 33690 and 33690.5, and to borrow funds pursuant to Section 34168.5.

(d) Dispose of assets by sale, long-term lease, gift, grant, exchange, transfer, assignment, or otherwise, for any purpose, including, but not limited to, any of the following:

(1) Assets, including, but not limited to, real property, deeds of trust, and mortgages held by the agency, moneys, accounts receivable, contract rights, proceeds of insurance claims, grant proceeds, settlement payments, rights to receive rents, and any other rights to payment of whatever kind.

(2) Real property, including, but not limited to, land, land under water and waterfront property, buildings, structures, fixtures, and improvements on the land, any property appurtenant to, or used in connection with, the land, every estate, interest, privilege, easement, franchise, and right in land, including rights-of-way, terms for years, and liens, charges, or encumbrances by way of judgment, mortgage, or otherwise, and the indebtedness secured by the liens.

(e) Acquire real property by any means for any purpose, including, but not limited to, the purchase, lease, or exercising of an option to purchase or lease, exchange, subdivide, transfer, assume, obtain option upon, acquire by gift, grant, bequest, devise, or otherwise acquire any real property, any interest in real property, and any improvements on it, including the repurchase of developed property previously owned by the agency and the acquisition of real property by eminent domain; provided, however, that nothing in this subdivision is intended to prohibit the acceptance or transfer of title for real property acquired prior to the effective date of this part.

(f) Transfer, assign, vest, or delegate any of its assets, funds, rights, powers, ownership interests, or obligations for any purpose to any entity, including, but not limited to, the community, the legislative body, another member of a joint powers authority, a trustee, a receiver, a partner entity, another agency, a nonprofit corporation, a contractual counterparty, a public body, a

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limited-equity housing cooperative, the state, a political subdivision of the state, the federal government, any private entity, or an individual or group of individuals.

(g) Accept financial or other assistance from the state or federal government or any public or private source if the acceptance necessitates or is conditioned upon the agency incurring indebtedness as that term is described in this part.

SEC. 5. Section 34167.10 is added to the Health and Safety Code, to read:

34167.10. (a) Notwithstanding any other law, for purposes of this part and Part 1.85 (commencing with Section 34170), the definition of a city, county, or city and county includes, but is not limited to, the following entities:

(1) Any reporting entity of the city, county, or city and county for purposes of its comprehensive annual financial report or similar report.

(2) Any component unit of the city, county, or city and county.

(3) Any entity which is controlled by the city, county, or city and county, or for which the city, county, or city and county is financially responsible or accountable.

(b) The following factors shall be considered in determining that an entity is controlled by the city, county, or city and county, and are therefore included in the definition of a city, county, or city and county for purposes of this part and Part 1.85 (commencing with Section 34170):

(1) The city, county, or city and county exercises substantial municipal control over the entity's operations, revenues, or expenditures.

(2) The city, county, or city and county has ownership or control over the entity's property or facilities.

(3) The city, county, or city and county and the entity share common or overlapping governing boards, or coterminous boundaries.

(4) The city, county, or city and county was involved in the creation or formation of the entity.

(5) The entity performs functions customarily or historically performed by municipalities and financed thorough levies of property taxes.

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(6) The city, county, or city and county provides administrative and related business support for the entity, or assumes the expenses incurred in the normal daily operations of the entity.

(c) For purposes of this section, it shall not be relevant that the entity is formed as a separate legal entity, nonprofit corporation, or otherwise, or is not subject to the constitution debt limitation otherwise applicable to a city, county, or city and county. The provisions in this section are declarative of existing law as the entities described herein are and were intended to be included within the requirements of this part and Part 1.85 (commencing with Section 34170) and any attempt to determine otherwise would thwart the intent of these two parts.

SEC. 6. Section 34171 of the Health and Safety Code is amended to read:

34171. The following terms shall have the following meanings:

(a) "Administrative budget" means the budget for administrative costs of the successor agencies as provided in Section 34177.

(b) "Administrative cost allowance" means an amount that, subject to the approval of the oversight board, is payable from property tax revenues of up to 5 percent of the property tax allocated to the successor agency ~~for the 2011–12 fiscal year~~ *on the Recognized Obligation Payment Schedule covering the period January 1, 2012, through June 30, 2012,* and up to 3 percent of the property tax allocated to the Redevelopment Obligation Retirement Fund money that is allocated to the successor agency for each fiscal year thereafter; provided, however, that the amount shall not be less than two hundred fifty thousand dollars ($250,000), *unless the oversight board reduces this amount,* for any fiscal year or such lesser amount as agreed to by the successor agency. However, the allowance amount shall exclude, *and shall not apply to,* any administrative costs that can be paid from bond proceeds or from sources other than property tax. *Administrative cost allowances shall exclude any litigation expenses related to assets or obligations, settlements and judgments, and the costs of maintaining assets prior to disposition. Employee costs associated with work on specific project implementation activities, including, but not limited to, construction inspection, project management, or actual construction, shall be considered project-specific costs and shall not constitute administrative costs.*

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(c) "Designated local authority" shall mean a public entity formed pursuant to subdivision (d) of Section 34173.

(d) (1) "Enforceable obligation" means any of the following:

(A) Bonds, as defined by Section 33602 and bonds issued pursuant to ~~Section 53383~~ *Chapter 10.5 (commencing with Section 5850) of Division 6 of Title 1* of the Government Code, including the required debt service, reserve set-asides, and any other payments required under the indenture or similar documents governing the issuance of the outstanding bonds of the former redevelopment agency. *A reserve may be held when required by the bond indenture or when the next property tax allocation will be insufficient to pay all obligations due under the provisions of the bond for the next payment due in the following half of the calendar year.*

(B) Loans of moneys borrowed by the redevelopment agency for a lawful purpose, to the extent they are legally required to be repaid pursuant to a required repayment schedule or other mandatory loan terms.

(C) Payments required by the federal government, preexisting obligations to the state or obligations imposed by state law, other than passthrough payments that are made by the county auditor-controller pursuant to Section 34183, or legally enforceable payments required in connection with the agencies' employees, including, but not limited to, pension payments, pension obligation debt service, unemployment payments, or other obligations conferred through a collective bargaining agreement. *Costs incurred to fulfill collective bargaining agreements for layoffs or terminations of city employees who performed work directly on behalf of the former redevelopment agency shall be considered enforceable obligations payable from property tax funds. The obligations to employees specified in this subparagraph shall remain enforceable obligations payable from property tax funds for any employee to whom those obligations apply if that employee is transferred to the entity assuming the housing functions of the former redevelopment agency pursuant to Section 34176. The successor agency or designated local authority shall enter into an agreement with the housing entity to reimburse it for any costs of the employee obligations.*

(D) Judgments or settlements entered by a competent court of law or binding arbitration decisions against the former

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redevelopment agency, other than passthrough payments that are made by the county auditor-controller pursuant to Section 34183. Along with the successor agency, the oversight board shall have the authority and standing to appeal any judgment or to set aside any settlement or arbitration decision.

(E) Any legally binding and enforceable agreement or contract that is not otherwise void as violating the debt limit or public policy. However, nothing in this act shall prohibit either the successor agency, with the approval or at the direction of the oversight board, or the oversight board itself from terminating any existing agreements or contracts and providing any necessary and required compensation or remediation for such termination. *Titles of or headings used on or in a document shall not be relevant in determining the existence of an enforceable obligation.*

(F) Contracts or agreements necessary for the administration or operation of the successor agency, in accordance with this part, including, but not limited to, *agreements concerning litigation expenses related to assets or obligations, settlements and judgements, and the costs of maintaining assets prior to disposition, and* agreements to purchase or rent office space, equipment and supplies, and pay-related expenses pursuant to Section 33127 and for carrying insurance pursuant to Section 33134.

(G) Amounts borrowed from, or payments owing to, the Low and Moderate Income Housing Fund of a redevelopment agency, which had been deferred as of the effective date of the act adding this part; provided, however, that the repayment schedule is approved by the oversight board. *Repayments shall be transferred to the Low and Moderate Income Housing Asset Fund established pursuant to subdivision (d) of Section 34176 as a housing asset and shall be used in a manner consistent with the affordable housing requirements of the Community Redevelopment Law (Part 1 (commencing with Section 33000)).*

(2) For purposes of this part, "enforceable obligation" does not include any agreements, contracts, or arrangements between the city, county, or city and county that created the redevelopment agency and the former redevelopment agency. However, written agreements entered into (A) at the time of issuance, but in no event later than December 31, 2010, of indebtedness obligations, and (B) solely for the purpose of securing or repaying those indebtedness obligations may be deemed enforceable obligations

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for purposes of this part. Notwithstanding this paragraph, loan agreements entered into between the redevelopment agency and the city, county, or city and county that created it, within two years of the date of creation of the redevelopment agency, may be deemed to be enforceable obligations.

(3) Contracts or agreements between the former redevelopment agency and other public agencies, to perform services or provide funding for governmental or private services or capital projects outside of redevelopment project areas that do not provide benefit to the redevelopment project and thus were not properly authorized under Part 1 (commencing with Section 33000) shall be deemed void on the effective date of this part; provided, however, that such contracts or agreements for the provision of housing properly authorized under Part 1 (commencing with Section 33000) shall not be deemed void.

(e) "Indebtedness obligations" means bonds, notes, certificates of participation, or other evidence of indebtedness, issued or delivered by the redevelopment agency, or by a joint exercise of powers authority created by the redevelopment agency, to third-party investors or bondholders to finance or refinance redevelopment projects undertaken by the redevelopment agency in compliance with the Community Redevelopment Law (Part 1 (commencing with Section 33000)).

(f) "Oversight board" shall mean each entity established pursuant to Section 34179.

(g) "Recognized obligation" means an obligation listed in the Recognized Obligation Payment Schedule.

(h) "Recognized Obligation Payment Schedule" means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each six-month fiscal period as provided in subdivision (m) of Section 34177.

(i) "School entity" means any entity defined as such in subdivision (f) of Section 95 of the Revenue and Taxation Code.

(j) "Successor agency" means the ~~county, city, or city and county that authorized the creation of each redevelopment agency or another entity~~ *successor entity to the former redevelopment agency* as ~~provided~~ *described* in Section 34173.

(k) "Taxing entities" means cities, counties, a city and county, special districts, and school entities, as defined in subdivision (f)

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of Section 95 of the Revenue and Taxation Code, that receive passthrough payments and distributions of property taxes pursuant to the provisions of this part.

(l) "Property taxes" include all property tax revenues, including those from unitary and supplemental and roll corrections applicable to tax increment.

(m) "Department" means the Department of Finance unless the context clearly refers to another state agency.

(n) "Sponsoring entity" means the city, county, or city and county, or other entity that authorized the creation of each redevelopment agency.

(o) "Final judicial determination" means a final judicial determination made by any state court that is not appealed, or by a court of appellate jurisdiction that is not further appealed, in an action by any party.

SEC. 7. Section 34173 of the Health and Safety Code is amended to read:

34173. (a) Successor agencies, as defined in this part, are hereby designated as successor entities to the former redevelopment agencies.

(b) Except for those provisions of the Community Redevelopment Law that are repealed, restricted, or revised pursuant to the act adding this part, all authority, rights, powers, duties, and obligations previously vested with the former redevelopment agencies, under the Community Redevelopment Law, are hereby vested in the successor agencies.

(c) (1) ~~Where~~ *If* the redevelopment agency was in the form of a joint powers authority, and ~~where~~ *if* the joint powers agreement governing the formation of the joint powers authority addresses the allocation of assets and liabilities upon dissolution of the joint powers authority, then each of the entities that created the former redevelopment agency may be a successor agency within the meaning of this part and each shall have a share of assets and liabilities based on the provisions of the joint powers agreement.

(2) ~~Where~~ *If* the redevelopment agency was in the form of a joint powers authority, and ~~where~~ *if* the joint powers agreement governing the formation of the joint powers authority does not address the allocation of assets and liabilities upon dissolution of the joint powers authority, then each of the entities that created the former redevelopment agency may be a successor agency

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within the meaning of this part, a proportionate share of the assets and liabilities shall be based on the assessed value in the project areas within each entity's jurisdiction, as determined by the county assessor, in its jurisdiction as compared to the assessed value of land within the boundaries of the project areas of the former redevelopment agency.

(d) (1) A city, county, city and county, or the entities forming the joint powers authority that authorized the creation of each redevelopment agency may elect not to serve as a successor agency under this part. A city, county, city and county, or any member of a joint powers authority that elects not to serve as a successor agency under this part must file a copy of a duly authorized resolution of its governing board to that effect with the county auditor-controller no later than January 13, 2012.

(2) The determination of the first local agency that elects to become the successor agency shall be made by the county auditor-controller based on the earliest receipt by the county auditor-controller of a copy of a duly adopted resolution of the local agency's governing board authorizing such an election. As used in this section, "local agency" means any city, county, city and county, or special district in the county of the former redevelopment agency.

(3) *(A)* If no local agency elects to serve as a successor agency for a dissolved redevelopment agency, a public body, referred to herein as a "designated local authority" shall be immediately formed, pursuant to this part, in the county and shall be vested with all the powers and duties of a successor agency as described in this part. The Governor shall appoint three residents of the county to serve as the governing board of the authority. The designated local authority shall serve as successor agency until a local agency elects to become the successor agency in accordance with this section.

(B) Designated local authority members are protected by the immunities applicable to public entities and public employees governed by Part 1 (commencing with Section 810) and Part 2 (commencing with Section 814) of Division 3.6 of Title 1 of the Government Code.

(4) A city, county, or city and county, or the entities forming the joint powers authority that authorized the creation of a redevelopment agency and that elected not to serve as the successor

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agency under this part, may subsequently reverse this decision and agree to serve as the successor agency pursuant to this section. Any reversal of this decision shall not become effective for 60 days after notice has been given to the current successor agency and the oversight board and shall not invalidate any action of the successor agency or oversight board taken prior to the effective date of the transfer of responsibility.

(e) The liability of any successor agency, acting pursuant to the powers granted under the act adding this part, shall be limited to the extent of the total sum of property tax revenues it receives pursuant to this part and the value of assets transferred to it as a successor agency for a dissolved redevelopment agency.

(f) Any existing cleanup plans and liability limits authorized under the Polanco Redevelopment Act (Article 12.5 (commencing with Section 33459) of Chapter 4 of Part 1) shall be transferred to the successor agency and may be transferred to the successor housing entity at that entity's request.

(g) A successor agency is a separate public entity from the public agency that provides for its governance and the two entities shall not merge. The liabilities of the former redevelopment agency shall not be transferred to the sponsoring entity and the assets shall not become assets of the sponsoring entity. A successor agency has its own name, can be sued, and can sue. All litigation involving a redevelopment agency shall automatically be transferred to the successor agency. The separate former redevelopment agency employees shall not automatically become sponsoring entity employees of the sponsoring entity and the successor agency shall retain its own collective bargaining status. As successor entities, successor agencies succeed to the organizational status of the former redevelopment agency, but without any legal authority to participate in redevelopment activities, except to complete any work related to an approved enforceable obligation. Each successor agency shall be deemed to be a local entity for purposes of the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code).

(h) The city, county, or city and county that authorized the creation of a redevelopment agency may loan or grant funds to a successor agency for administrative costs, enforceable obligations, or project-related expenses at the city's discretion, but the receipt

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and use of these funds shall be reflected on the Recognized Obligation Payment Schedule or the administrative budget and therefore are subject to the oversight and approval of the oversight board. An enforceable obligation shall be deemed to be created for the repayment of those loans.

(i) At the request of the city, county, or city and county, notwithstanding Section 33205, all land use related plans and functions of the former redevelopment agency are hereby transferred to the city, county, or city and county that authorized the creation of a redevelopment agency; provided, however, that the city, county, or city and county shall not create a new project area, add territory to, or expand or change the boundaries of a project area, or take any action that would increase the amount of obligated property tax (formerly tax increment) necessary to fulfill any existing enforceable obligation beyond what was authorized as of June 27, 2011.

SEC. 8. Section 34175 of the Health and Safety Code is amended to read:

34175. (a) It is the intent of this part that pledges of revenues associated with enforceable obligations of the former redevelopment agencies are to be honored. It is intended that the cessation of any redevelopment agency shall not affect either the pledge, the legal existence of that pledge, or the stream of revenues available to meet the requirements of the pledge.

(b) All assets, properties, contracts, leases, books and records, buildings, and equipment of the former redevelopment agency are transferred on February 1, 2012, to the control of the successor agency, for administration pursuant to the provisions of this part. This includes all cash or cash equivalents and amounts owed to the redevelopment agency as of February 1, 2012. *Any legal or contractual restrictions on the use of these funds or assets shall also be transferred to the successor agency.*

SEC. 9. Section 34176 of the Health and Safety Code is amended to read:

34176. (a) *(1)* The city, county, or city and county that authorized the creation of a redevelopment agency may elect to retain the housing assets and functions previously performed by the redevelopment agency. If a city, county, or city and county elects to retain the ~~responsibility for performing~~ *authority to perform* housing functions previously performed by a

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redevelopment agency, all rights, powers, duties, ~~and~~ obligations, *and housing assets, as defined in subdivision (e),* excluding any amounts on deposit in the Low and Moderate Income Housing Fund *and enforceable obligations retained by the successor agency,* shall be transferred to the city, county, or city and county.

(2) The entity assuming the housing functions of the former redevelopment agency shall submit to the Department of Finance by August 1, 2012, a list of all housing assets that contains an explanation of how the assets meet the criteria specified in subdivision (e). The Department of Finance shall prescribe the format for the submission of the list. The list shall include assets transferred between February 1, 2012, and the date upon which the list is created. The department shall have up to 30 days from the date of receipt of the list to object to any of the assets or transfers of assets identified on the list. If the Department of Finance objects to assets on the list, the entity assuming the housing functions of the former redevelopment agency may request a meet and confer process within five business days of receiving the department objection. If the transferred asset is deemed not to be a housing asset as defined in subdivision (e), it shall be returned to the successor agency and the provision of Section 34178.8 may apply. If a housing asset has been previously pledged to pay for bonded indebtedness, the successor agency shall maintain control of the asset in order to pay for the bond debt.

(b) If a city, county, or city and county does not elect to retain the responsibility for performing housing functions previously performed by a redevelopment agency, all rights, powers, assets, ~~liabilities,~~ duties, and obligations associated with the housing activities of the agency, excluding *enforceable obligations retained by the successor agency and* any amounts in the Low and Moderate Income Housing Fund, shall be transferred as follows:

(1) ~~Where~~ *If* there is no local housing authority in the territorial jurisdiction of the former redevelopment agency, to the Department of Housing and Community Development.

(2) ~~Where~~ *If* there is one local housing authority in the territorial jurisdiction of the former redevelopment agency, to that local housing authority.

(3) ~~Where~~ *If* there is more than one local housing authority in the territorial jurisdiction of the former redevelopment agency, to

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the local housing authority selected by the city, county, or city and county that authorized the creation of the redevelopment agency.

(c) Commencing on the operative date of this part, the entity ~~assuming~~ *that assumes* the housing functions formerly performed by the redevelopment agency *and receives the transferred housing assets* may enforce affordability covenants and perform related activities pursuant to applicable provisions of the Community Redevelopment Law (Part 1 (commencing with Section ~~33000)~~ *33000))*, including, but not limited to, Section 33418.

(d) Except as specifically provided in Section 34191.4, any funds transferred to the city, county, or city and county or designated entity pursuant to this section, together with any funds generated from housing assets, as defined in subdivision (e), shall be maintained in a separate Low and Moderate Income Housing Asset Fund which is hereby created in the accounts of the entity assuming the housing functions pursuant to this section. Funds in this account shall be used in accordance with applicable housing-related provisions of the Community Redevelopment Law (Part 1 (commencing with Section 33000)).

(e) For purposes of this part, "housing asset" includes all of the following:

(1) Any real property, interest in, or restriction on the use of real property, whether improved or not, and any personal property provided in residences, including furniture and appliances, all housing-related files and loan documents, office supplies, software licenses, and mapping programs, that were acquired for low- and moderate-income housing purposes, either by purchase or through a loan, in whole or in part, with any source of funds.

(2) Any funds that are encumbered by an enforceable obligation to build or acquire low- and moderate-income housing, as defined by the Community Redevelopment Law (Part 1 (commencing with Section 33000)) unless required in the bond covenants to be used for repayment purposes of the bond.

(3) Any loan or grant receivable, funded from the Low and Moderate Income Housing Fund, from homebuyers, homeowners, nonprofit or for-profit developers, and other parties that require occupancy by persons of low or moderate income as defined by the Community Redevelopment Law (Part 1 (commencing with Section 33000)).

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(4) Any funds derived from rents or operation of properties acquired for low- and moderate-income housing purposes by other parties that were financed with any source of funds, including residual receipt payments from developers, conditional grant repayments, cost savings and proceeds from refinancing, and principal and interest payments from homebuyers subject to enforceable income limits.

(5) A stream of rents or other payments from housing tenants or operators of low- and moderate-income housing financed with any source of funds that are used to maintain, operate, and enforce the affordability of housing or for enforceable obligations associated with low- and moderate-income housing.

(6) (A) Repayments of loans or deferrals owed to the Low and Moderate Income Housing Fund pursuant to subparagraph (G) of paragraph (1) of subdivision (d) of Section 34171, which shall be used consistent with the affordable housing requirements in the Community Redevelopment Law (Part 1 (commencing with Section 33000)).

(B) Loan or deferral repayments shall not be made prior to the 2013–14 fiscal year. Beginning in the 2013–14 fiscal year, the maximum repayment amount authorized each fiscal year for repayments made pursuant to this paragraph and subdivision (b) of Section 34191.4 combined shall be equal to one-half of the increase between the amount distributed to taxing entities pursuant to paragraph (4) of subdivision (a) of Section 34183 in that fiscal year and the amount distributed to taxing entities pursuant to that paragraph in the 2012–13 base year. Loan or deferral repayments made pursuant to this paragraph shall take priority over amounts to be repaid pursuant to subdivision (b) of Section 34191.4.

(f) If a development includes both low- and moderate-income housing that meets the definition of a housing asset under subdivision (e) and other types of property use, including, but not limited to, commercial use, governmental use, open space, and parks, the oversight board shall consider the overall value to the community as well as the benefit to taxing entities of keeping the entire development intact or dividing the title and control over the property between the housing successor and the successor agency or other public or private agencies. The disposition of those assets may be accomplished by a revenue-sharing arrangement as

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approved by the oversight board on behalf of the affected taxing entities.

(g) (1) (A) The entity assuming the housing functions pursuant to this section may designate the use of and commit indebtedness obligation proceeds that remain after the satisfaction of enforceable obligations that have been approved in a Recognized Obligation Payment Schedule and that are consistent with the indebtedness obligation covenants. The proceeds shall be derived from indebtedness obligations that were issued for the purposes of affordable housing prior to January 1, 2011, and were backed by the Low and Moderate Income Housing Fund. Enforceable obligations may be satisfied by the creation of reserves for the projects that are the subject of the enforceable obligation that are consistent with the contractual obligations for those projects, or by expending funds to complete the projects.

(B) The entity assuming the housing functions pursuant to this section shall provide notice to the successor agency of any designations of use or commitments of funds specified in subparagraph (A) that it wishes to make at least 20 days before the deadline for submission of the Recognized Obligation Payment Schedule to the oversight board. Commitments and designations shall not be valid and binding on any party until they are included in an approved and valid Recognized Obligation Payment Schedule. The review of these designations and commitments by the successor agency, oversight board, and Department of Finance shall be limited to a determination that the designations and commitments are consistent with bond covenants and that there are sufficient funds available.

(2) Funds shall be used and committed in a manner consistent with the purposes of the Low and Moderate Income Housing Asset Fund. Notwithstanding any other law, the successor agency shall retain and expend the excess housing obligation proceeds at the discretion of the succeeding housing entity, provided that the successor agency ensures that the proceeds are expended in a manner consistent with the indebtedness obligation covenants and with any requirements relating to the tax status of those obligations. The amount expended shall not exceed the amount of indebtedness obligation proceeds available and such expenditure shall constitute the creation of excess housing proceeds expenditures to be paid from the excess proceeds. Excess housing

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proceeds expenditures shall be listed separately on the Recognized Obligation Payment Schedule submitted by the successor agency.

SEC. 10. Section 34176.5 is added to the Health and Safety Code, to read:

34176.5. (a) Notwithstanding any other law, the Director of Finance is authorized to contract with auditors, lawyers, and other types of advisors and consultants to assist, advise, and represent the director and the Department of Finance in any matter or action arising out of or contemplated by this part or Part 1.8 (commencing with Section 34161). In furtherance of this authorization, Sections 14827.1, 14827.2, and 14838 of the Government Code, and Article 4 (commencing with Section 10335) of Chapter 2 of Part 2 of Division 2 of and Section 10295 of, the Public Contract Code shall not apply to any agreement entered into by the director pursuant to this section.

(b) In addition to the waivers of statute provided in subdivision (a), Section 6072 of the Business and Professions Code shall not apply to the legal services agreement entered into by the director pursuant to this section.

(c) This section shall remain in effect only until January 1, 2014, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2014, deletes or extends that date.

SEC. 11. Section 34177 of the Health and Safety Code is amended to read:

34177. Successor agencies are required to do all of the following:

(a) Continue to make payments due for enforceable obligations.

(1) On and after February 1, 2012, and until a Recognized Obligation Payment Schedule becomes operative, only payments required pursuant to an enforceable obligations payment schedule shall be made. The initial enforceable obligation payment schedule shall be the last schedule adopted by the redevelopment agency under Section 34169. However, payments associated with obligations excluded from the definition of enforceable obligations by paragraph (2) of subdivision ~~(e)~~ *(d)* of Section 34171 shall be excluded from the enforceable obligations payment schedule and be removed from the last schedule adopted by the redevelopment agency under Section 34169 prior to the successor agency adopting it as its enforceable obligations payment schedule pursuant to this subdivision. The enforceable obligation payment schedule may

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be amended by the successor agency at any public meeting and shall be subject to the approval of the oversight board as soon as the board has sufficient members to form a quorum. *In recognition of the fact that the timing of the California Supreme Court's ruling in the case California Redevelopment Association v. Matosantos (2011) 53 Cal.4th 231 delayed the preparation by successor agencies and the approval by oversight boards of the January 1, 2012, through June 30, 2012, Recognized Obligation Payment Schedule, a successor agency may amend the Enforceable Obligation Payment Schedule to authorize the continued payment of enforceable obligations until the time that the January 1, 2012, through June 30, 2012, Recognized Obligation Payment Schedule has been approved by the oversight board and by the Department of Finance.*

(2) The Department of Finance and the Controller shall each have the authority to require any documents associated with the enforceable obligations to be provided to them in a manner of their choosing. Any taxing entity, the department, and the Controller shall each have standing to file a judicial action to prevent a violation under this part and to obtain injunctive or other appropriate relief.

(3) Commencing on ~~May 1, 2012~~ *the date the Recognized Obligation Payment Schedule is valid pursuant to subdivision (l)*, only those payments listed in the Recognized Obligation Payment Schedule may be made by the successor agency from the funds specified in the Recognized Obligation Payment Schedule. In addition, ~~commencing May 1, 2012~~ *after it becomes valid*, the Recognized Obligation Payment Schedule shall supersede the Statement of Indebtedness, which shall no longer be prepared nor have any effect under the Community Redevelopment Law *(Part 1 (commencing with Section 33000))*.

(4) Nothing in the act adding this part is to be construed as preventing a successor agency, with the prior approval of the oversight board, as described in Section 34179, from making payments for enforceable obligations from sources other than those listed in the Recognized Obligation Payment Schedule.

(5) From February 1, 2012, to July 1, 2012, a successor agency shall have no authority and is hereby prohibited from accelerating payment or making any lump-sum payments that are intended to

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prepay loans unless such accelerated repayments were required prior to the effective date of this part.

(b) Maintain reserves in the amount required by indentures, trust indentures, or similar documents governing the issuance of outstanding redevelopment agency bonds.

(c) Perform obligations required pursuant to any enforceable obligation.

(d) Remit unencumbered balances of redevelopment agency funds to the county auditor-controller for distribution to the taxing entities, including, but not limited to, the unencumbered balance of the Low and Moderate Income Housing Fund of a former redevelopment agency. In making the distribution, the county auditor-controller shall utilize the same methodology for allocation and distribution of property tax revenues provided in Section 34188.

(e) Dispose of assets and properties of the former redevelopment agency as directed by the oversight board; provided, however, that the oversight board may instead direct the successor agency to transfer ownership of certain assets pursuant to subdivision (a) of Section 34181. The disposal is to be done expeditiously and in a manner aimed at maximizing value. Proceeds from asset sales and related funds that are no longer needed for approved development projects or to otherwise wind down the affairs of the agency, each as determined by the oversight board, shall be transferred to the county auditor-controller for distribution as property tax proceeds under Section 34188. *The requirements of this subdivision shall not apply to a successor agency that has been issued a finding of completion by the Department of Finance pursuant to Section 34179.7.*

(f) Enforce all former redevelopment agency rights for the benefit of the taxing entities, including, but not limited to, continuing to collect loans, rents, and other revenues that were due to the redevelopment agency.

(g) Effectuate transfer of housing functions and assets to the appropriate entity designated pursuant to Section 34176.

(h) Expeditiously wind down the affairs of the redevelopment agency pursuant to the provisions of this part and in accordance with the direction of the oversight board.

(i) Continue to oversee development of properties until the contracted work has been completed or the contractual obligations

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of the former redevelopment agency can be transferred to other parties. Bond proceeds shall be used for the purposes for which bonds were sold unless the purposes can no longer be achieved, in which case, the proceeds may be used to defease the bonds.

(j) Prepare a proposed administrative budget and submit it to the oversight board for its approval. The proposed administrative budget shall include all of the following:

(1) Estimated amounts for successor agency administrative costs for the upcoming six-month fiscal period.

(2) Proposed sources of payment for the costs identified in paragraph (1).

(3) Proposals for arrangements for administrative and operations services provided by a city, county, city and county, or other entity.

(k) Provide administrative cost estimates, from its approved administrative budget that are to be paid from property tax revenues deposited in the Redevelopment Property Tax Trust Fund, to the county auditor-controller for each six-month fiscal period.

(*l*) (1) Before each six-month fiscal period, prepare a Recognized Obligation Payment Schedule in accordance with the requirements of this paragraph. For each recognized obligation, the Recognized Obligation Payment Schedule shall identify one or more of the following sources of payment:

(A) Low and Moderate Income Housing Fund.

(B) Bond proceeds.

(C) Reserve balances.

(D) Administrative cost allowance.

(E) The Redevelopment Property Tax Trust Fund, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation or by the provisions of this part.

(F) Other revenue sources, including rents, concessions, asset sale proceeds, interest earnings, and any other revenues derived from the former redevelopment agency, as approved by the oversight board in accordance with this part.

(2) A Recognized Obligation Payment Schedule shall not be deemed valid unless all of the following conditions have been met:

(A) A ~~draft~~ Recognized Obligation Payment Schedule is prepared by the successor agency for the enforceable obligations of the former redevelopment agency ~~by March 1, 2012. From October 1, 2011, to July 1, 2012, the~~. *The* initial ~~draft of that~~

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schedule shall project the dates and amounts of scheduled payments for each enforceable obligation for the remainder of the time period during which the redevelopment agency would have been authorized to obligate property tax increment had ~~such~~ *the* a redevelopment agency not been dissolved~~, and shall be reviewed and certified, as to its accuracy, by an external auditor designated pursuant to Section 34182~~.

(B) The ~~certified~~ Recognized Obligation Payment Schedule is submitted to and duly approved by the oversight board. *The successor agency shall submit a copy of the Recognized Obligation Payment Schedule to the county administrative officer, the county auditor-controller, and the Department of Finance at the same time that the successor agency submits the Recognized Obligation Payment Schedule to the oversight board for approval.*

(C) A copy of the approved Recognized Obligation Payment Schedule is submitted to the county auditor-controller and both the Controller's office and the Department of Finance and be posted on the successor agency's Internet Web site.

(3) The Recognized Obligation Payment Schedule shall be forward looking to the next six months. The first Recognized Obligation Payment Schedule shall be submitted to the Controller's office and the Department of Finance by April 15, 2012, for the period of January 1, 2012, to June 30, 2012, inclusive. *This Recognized Obligation Payment Schedule shall include all payments made by the former redevelopment agency between January 1, 2012, through January 31, 2012, and shall include all payments proposed to be made by the successor agency from February 1, 2012, through June 30, 2012.* Former redevelopment agency enforceable obligation payments due, and reasonable or necessary administrative costs due or incurred, prior to January 1, 2012, shall be made from property tax revenues received in the spring of 2011 property tax distribution, and from other revenues and balances transferred to the successor agency.

(m) The Recognized Obligation Payment Schedule for the period of January 1, 2013, to June 30, 2013, shall be submitted by the successor agency, after approval by the oversight board, no later than September 1, 2012. Commencing with the Recognized Obligation Payment Schedule covering the period July 1, 2013, through December 31, 2013, successor agencies shall submit an oversight board-approved Recognized Obligation Payment

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Schedule to the Department of Finance and to the county auditor-controller no fewer than 90 days before the date of property tax distribution. The Department of Finance shall make its determination of the enforceable obligations and the amounts and funding sources of the enforceable obligations no later than 45 days after the Recognized Obligation Payment Schedule is submitted. Within five business days of the department's determination, a successor agency may request additional review by the department and an opportunity to meet and confer on disputed items. The meet and confer period may vary; an untimely submittal of a Recognized Obligation Payment Schedule may result in a meet and confer period of less than 30 days. The department shall notify the successor agency and the county auditor-controllers as to the outcome of its review at least 15 days before the date of property tax distribution.

(1) The successor agency shall submit a copy of the Recognized Obligation Payment Schedule to the Department of Finance electronically, and the successor agency shall complete the Recognized Obligation Payment Schedule in the manner provided for by the department. A successor agency shall be in noncompliance with this paragraph if it only submits to the department an electronic message or a letter stating that the oversight board has approved a Recognized Obligation Payment Schedule.

(2) If a successor agency does not submit a Recognized Obligation Payment Schedule by the deadlines provided in this subdivision, the city, county, or city and county that created the redevelopment agency shall be subject to a civil penalty equal to ten thousand dollars ($10,000) per day for every day the schedule is not submitted to the department. The civil penalty shall be paid to the county auditor-controller for allocation to the taxing entities under Section 34183. If a successor agency fails to submit a Recognized Obligation Payment Schedule by the deadline, any creditor of the successor agency or the Department of Finance or any affected taxing entity shall have standing to and may request a writ of mandate to require the successor agency to immediately perform this duty. Those actions may be filed only in the County of Sacramento and shall have priority over other civil matters. Additionally, if an agency does not submit a Recognized Obligation Payment Schedule within ten days of the deadline, the maximum

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administrative cost allowance for that period shall be reduced by 25 percent.

(3) If a successor agency fails to submit to the department an oversight board-approved Recognized Obligation Payment Schedule that complies with all requirements of this subdivision within five business days of the date upon which the Recognized Obligation Payment Schedule is to be used to determine the amount of property tax allocations, the department may determine if any amount should be withheld by the county auditor-controller for payments for enforceable obligations from distribution to taxing entities, pending approval of a Recognized Obligation Payment Schedule. The county auditor-controller shall distribute the portion of any of the sums withheld pursuant to this paragraph to the affected taxing entities in accordance with paragraph (4) of subdivision (a) of Section 34183 upon notice by the department that a portion of the withheld balances are in excess of the amount of enforceable obligations. The county auditor-controller shall distribute withheld funds to the successor agency only in accordance with a Recognized Obligation Payment Schedule approved by the department. County auditor-controllers shall lack the authority to withhold any other amounts from the allocations provided for under Section 34183 or 34188 unless required by a court order.

(n) Cause a postaudit of the financial transactions and records of the successor agency to be made at least annually by a certified public accountant.

SEC. 12. Section 34177.3 is added to the Health and Safety Code, to read:

34177.3. (a) Successor agencies shall lack the authority to, and shall not, create new enforceable obligations under the authority of the Community Redevelopment Law (Part 1 (commencing with Section 33000)) or begin new redevelopment work, except in compliance with an enforceable obligation that existed prior to June 28, 2011.

(b) Successor agencies may create enforceable obligations to conduct the work of winding down the redevelopment agency, including hiring staff, acquiring necessary professional administrative services and legal counsel, and procuring insurance.

(c) Successor agencies shall lack the authority to, and shall not, transfer any powers or revenues of the successor agency to any

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other party, public or private, except pursuant to an enforceable obligation on a Recognized Obligation Payment Schedule approved by the department. Any such transfers of authority or revenues that are not made pursuant to an enforceable obligation on a Recognized Obligation Payment Schedule approved by the Department of Finance are hereby declared to be void, and the successor agency shall take action to reverse any of those transfers. The Controller may audit any transfer of authority or revenues prohibited by this section and may order the prompt return of any money or other things of value from the receiving party.

(d) Redevelopment agencies that resolved to participate in the Voluntary Alternative Redevelopment Program under Chapter 6 of the First Extraordinary Session of the Statutes of 2011 were and are subject to the provisions of Part 1.8 (commencing with Section 34161). Any actions taken by redevelopment agencies to create obligations after June 27, 2011, are ultra vires and do not create enforceable obligations.

(e) The Legislature finds and declares that the provisions of this section are declaratory of existing law.

SEC. 13. Section 34177.5 is added to the Health and Safety Code, to read:

34177.5. (a) In addition to the powers granted to each successor agency, and notwithstanding anything in the act adding this part, including, but not limited to, Sections 34162 and 34189, a successor agency shall have the authority, rights, and powers of the redevelopment agency to which it succeeded solely for the following purposes:

(1) For the purpose of issuing bonds or incurring other indebtedness to refund the bonds or other indebtedness of its former redevelopment agency or of the successor agency to provide savings to the successor agency, provided that (A) the total interest cost to maturity on the refunding bonds or other indebtedness plus the principal amount of the refunding bonds or other indebtedness shall not exceed the total remaining interest cost to maturity on the bonds or other indebtedness to be refunded plus the remaining principal of the bonds or other indebtedness to be refunded, and (B) the principal amount of the refunding bonds or other indebtedness shall not exceed the amount required to defease the refunded bonds or other indebtedness, to establish customary debt service reserves, and to pay related costs of issuance. If the

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foregoing conditions are satisfied, the initial principal amount of the refunding bonds or other indebtedness may be greater than the outstanding principal amount of the bonds or other indebtedness to be refunded. The successor agency may pledge to the refunding bonds or other indebtedness the revenues pledged to the bonds or other indebtedness being refunded, and that pledge, when made in connection with the issuance of such refunding bonds or other indebtedness, shall have the same lien priority as the pledge of the bonds or other obligations to be refunded, and shall be valid, binding, and enforceable in accordance with its terms.

(2) For the purpose of issuing bonds or other indebtedness to finance debt service spikes, including balloon maturities, provided that (A) the existing indebtedness is not accelerated, except to the extent necessary to achieve substantially level debt service, and (B) the principal amount of the bonds or other indebtedness shall not exceed the amount required to finance the debt service spikes, including establishing customary debt service reserves and paying related costs of issuance.

(3) For the purpose of amending an existing enforceable obligation under which the successor agency is obligated to reimburse a political subdivision of the state for the payment of debt service on a bond or other obligation of the political subdivision, or to pay all or a portion of the debt service on the bond or other obligation of the political subdivision to provide savings to the successor agency, provided that (A) the enforceable obligation is amended in connection with a refunding of the bonds or other obligations of the political subdivision so that the enforceable obligation will apply to the refunding bonds or other refunding indebtedness of the political subdivision, (B) the total interest cost to maturity on the refunding bonds or other indebtedness plus the principal amount of the refunding bonds or other indebtedness shall not exceed the total remaining interest cost to maturity on the bonds or other indebtedness to be refunded plus the remaining principal of the bonds or other indebtedness to be refunded, and (C) the principal amount of the refunding bonds or other indebtedness shall not exceed the amount required to defease the refunded bonds or other indebtedness, to establish customary debt service reserves and to pay related costs of issuance. The pledge set forth in that amended enforceable

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obligation, when made in connection with the execution of the amendment of the enforceable obligation, shall have the same lien priority as the pledge in the enforceable obligation prior to its amendment and shall be valid, binding, and enforceable in accordance with its terms.

(4) For the purpose of issuing bonds or incurring other indebtedness to make payments under enforceable obligations when the enforceable obligations include the irrevocable pledge of property tax increment, formerly tax increment revenues prior to the effective date of this part, or other funds and the obligation to issue bonds secured by that pledge. The successor agency may pledge to the bonds or other indebtedness the property tax revenues and other funds described in the enforceable obligation, and that pledge, when made in connection with the issuance of the bonds or the incurring of other indebtedness, shall be valid, binding, and enforceable in accordance with its terms. This paragraph shall not be deemed to authorize a successor agency to increase the amount of property tax revenues pledged under an enforceable obligation or to pledge any property tax revenue not already pledged pursuant to an enforceable obligation. This paragraph does not constitute a change in, but is declaratory of, the existing law.

(b) The refunding bonds authorized under this section may be issued under the authority of Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code, and the refunding bonds may be sold at public or private sale, or to a joint powers authority pursuant to the Marks-Roos Local Bond Pooling Act (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code).

(c) (1) Prior to incurring any bonds or other indebtedness pursuant to this section, the successor agency may subordinate to the bonds or other indebtedness the amount required to be paid to an affected taxing entity pursuant to paragraph (1) of subdivision (a) of Section 34183, provided that the affected taxing entity has approved the subordinations pursuant to this subdivision.

(2) At the time the successor agency requests an affected taxing entity to subordinate the amount to be paid to it, the successor agency shall provide the affected taxing entity with substantial evidence that sufficient funds will be available to pay both the debt

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service on the bonds or other indebtedness and the payments required by paragraph (1) of subdivision (a) of Section 34183, when due.

(3) Within 45 days after receipt of the agency's request, the affected taxing entity shall approve or disapprove the request for subordination. An affected taxing entity may disapprove a request for subordination only if it finds, based upon substantial evidence, that the successor agency will not be able to pay the debt service payments and the amount required to be paid to the affected taxing entity. If the affected taxing entity does not act within 45 days after receipt of the agency's request, the request to subordinate shall be deemed approved and shall be final and conclusive.

(d) An action may be brought pursuant to Chapter 9 (commencing with Section 860) of Title 10 of Part 2 of the Code of Civil Procedure to determine the validity of bonds or other obligations authorized by this section, the pledge of revenues to those bonds or other obligations authorized by this section, the legality and validity of all proceedings theretofore taken and, as provided in the resolution of the legislative body of the successor agency authorizing the bonds or other obligations authorized by this section, proposed to be taken for the authorization, execution, issuance, sale, and delivery of the bonds or other obligations authorized by this section, and for the payment of debt service on the bonds or the payment of amounts under other obligations authorized by this section. Subdivision (c) of Section 33501 shall not apply to any such action. The Department of Finance shall be notified of the filing of any action as an affected party.

(e) Notwithstanding any other law, including, but not limited to, Section 33501, an action to challenge the issuance of bonds, the incurrence of indebtedness, the amendment of an enforceable obligation, or the execution of a financing agreement by a successor agency shall be brought within 30 days after the date on which the oversight board approves the resolution of the successor agency approving the issuance of bonds, the incurrence of indebtedness, the amendment of an enforceable obligation, or the execution of a financing agreement authorized under this section.

(f) The actions authorized in this section shall be subject to the approval of the oversight board, as provided in Section 34180. Additionally, an oversight board may direct the successor agency

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to commence any of the transactions described in subdivision (a) so long as the successor agency is able to recover its related costs in connection with the transaction. After a successor agency, with approval of the oversight board, issues any bonds, incurs any indebtedness, or executes an amended enforceable obligation pursuant to subdivision (a), the oversight board shall not unilaterally approve any amendments to or early termination of the bonds, indebtedness, or enforceable obligation. If, under the authority granted to it by subdivision (h) of Section 34179, the Department of Finance either reviews and approves or fails to request review within five business days of an oversight board approval of an action authorized by this section, the scheduled payments on the bonds or other indebtedness shall be listed in the Recognized Obligation Payment Schedule and shall not be subject to further review and approval by the department or the Controller. The department may extend its review time to 60 days for actions authorized in this section and may seek the assistance of the Treasurer in evaluating proposed actions under this section.

(g) Any bonds, indebtedness, or amended enforceable obligation authorized by this section shall be considered indebtedness incurred by the dissolved redevelopment agency, with the same legal effect as if the bonds, indebtedness, financing agreement, or amended enforceable obligation had been issued, incurred, or entered into prior to June 29, 2011, in full conformity with the applicable provisions of the Community Redevelopment Law that existed prior to that date, shall be included in the successor agency's Recognized Obligation Payment Schedule, and shall be secured by a pledge of, and lien on, and shall be repaid from moneys deposited from time to time in the Redevelopment Property Tax Trust Fund established pursuant to subdivision (c) of Section 34172, as provided in paragraph (2) of subdivision (a) of Section 34183. Property tax revenues pledged to any bonds, indebtedness, or amended enforceable obligations authorized by this section are taxes allocated to the successor agency pursuant to subdivision (b) of Section 33670 and Section 16 of Article XVI of the California Constitution.

(h) The successor agency shall make diligent efforts to ensure that the lowest long-term cost financing is obtained. The financing shall not provide for any bullets or spikes and shall not use variable rates. The successor agency shall make use of an independent

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financial advisor in developing financing proposals and shall make the work products of the financial advisor available to the Department of Finance at its request.

(i) If an enforceable obligation provides for an irrevocable commitment of property tax revenue and where allocation of such revenues is expected to occur over time, the successor agency may petition the Department of Finance to provide written confirmation that its determination of such enforceable obligation as approved in a Recognized Obligation Payment Schedule is final and conclusive, and reflects the department's approval of subsequent payments made pursuant to the enforceable obligation. If the confirmation is granted, then the department's review of such payments in future Recognized Obligation Payment Schedules shall be limited to confirming that they are required by the prior enforceable obligation.

(j) The successor agency may request that the department provide a written determination to waive the two-year statute of limitations on an action to review the validity of the adoption or amendment of a redevelopment plan pursuant to subdivision (c) of Section 33500 or on any findings or determinations made by the agency pursuant to subdivision (d) of Section 33500. The department at its discretion may provide a waiver if it determines it is necessary for the agency to fulfill an enforceable obligation.

SEC. 14. Section 34178 of the Health and Safety Code is amended to read:

34178. (a) Commencing on the operative date of this part, agreements, contracts, or arrangements between the city or county, or city and county that created the redevelopment agency and the redevelopment agency are invalid and shall not be binding on the successor agency; provided, however, that a successor entity wishing to enter or reenter into agreements with the city, county, or city and county that formed the redevelopment agency that it is succeeding may do so upon obtaining the approval of its oversight board. *A successor agency or an oversight board shall not exercise the powers granted by this subdivision to restore funding for an enforceable obligation that was deleted or reduced by the Department of Finance pursuant to subdivision (h) of Section 34179 unless it reflects the decisions made during the meet and confer process with the Department of Finance or pursuant to a court order.*

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(b) Notwithstanding subdivision (a), any of the following agreements are not invalid and may bind the successor agency:

(1) A duly authorized written agreement entered into at the time of issuance, but in no event later than December 31, 2010, of indebtedness obligations, and solely for the purpose of securing or repaying those indebtedness obligations.

(2) A written agreement between a redevelopment agency and the city, county, or city and county that created it that provided loans or other startup funds for the redevelopment agency that were entered into within two years of the formation of the redevelopment agency.

(3) A joint exercise of powers agreement in which the redevelopment agency is a member of the joint powers authority. However, upon assignment to the successor agency by operation of the act adding this part, the successor agency's rights, duties, and performance obligations under that joint exercise of powers agreement shall be limited by the constraints imposed on successor agencies by the act adding this part.

SEC. 15. Section 34178.8 is added to the Health and Safety Code, to read:

34178.8. Commencing on the effective date of the act adding this section, the Controller shall review the activities of successor agencies in the state to determine if an asset transfer has occurred after January 31, 2012, between the successor agency and the city, county, or city and county that created a redevelopment agency, or any other public agency, that was not made pursuant to an enforceable obligation on an approved and valid Recognized Obligation Payment Schedule. If such an asset transfer did occur, to the extent not prohibited by state and federal law, the Controller shall order the available assets to be returned to the successor agency. Upon receiving that order from the Controller, an affected local agency shall, as soon as practicable, reverse the transfer and return the applicable assets to the successor agency. This section shall not apply to housing assets as defined in subdivision (e) of Section 34176.

SEC. 16. Section 34179 of the Health and Safety Code is amended to read:

34179. (a) Each successor agency shall have an oversight board composed of seven members. The members shall elect one of their members as the chairperson and shall report the name of

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the chairperson and other members to the Department of Finance on or before May 1, 2012. Members shall be selected as follows:

(1) One member appointed by the county board of supervisors.

(2) One member appointed by the mayor for the city that formed the redevelopment agency.

(3) *(A)* One member appointed by the largest special district, by property tax share, with territory in the territorial jurisdiction of the former redevelopment agency, which is of the type of special district that is eligible to receive property tax revenues pursuant to Section 34188.

(B) On or after the effective date of this subparagraph, the county auditor-controller may determine which is the largest special district for purposes of this section.

(4) One member appointed by the county superintendent of education to represent schools if the superintendent is elected. If the county superintendent of education is appointed, then the appointment made pursuant to this paragraph shall be made by the county board of education.

(5) One member appointed by the Chancellor of the California Community Colleges to represent community college districts in the county.

(6) One member of the public appointed by the county board of supervisors.

(7) One member representing the employees of the former redevelopment agency appointed by the mayor or chair of the board of supervisors, as the case may be, from the recognized employee organization representing the largest number of former redevelopment agency employees employed by the successor agency at that time. *In the case where city or county employees performed administrative duties of the former redevelopment agency, the appointment shall be made from the recognized employee organization representing those employees. If a recognized employee organization does not exist for either the employees of the former redevelopment agency or the city or county employees performing administrative duties of the former redevelopment agency, the appointment shall be made from among the employees of the successor agency. In voting to approve a contract as an enforceable obligation, a member appointed pursuant to this paragraph shall not be deemed to be interested in the contract by virtue of being an employee of the successor*

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agency or community for purposes of Section 1090 of the Government Code.

(8) If the county or a joint powers agency formed the redevelopment agency, then the largest city by acreage in the territorial jurisdiction of the former redevelopment agency may select one member. If there are no cities with territory in a project area of the redevelopment agency, the county superintendent of education may appoint an additional member to represent the public.

(9) If there are no special districts of the type that are eligible to receive property tax pursuant to Section 34188, within the territorial jurisdiction of the former redevelopment agency, then the county may appoint one member to represent the public.

(10) ~~Where~~ *If* a redevelopment agency was formed by an entity that is both a charter city and a county, the oversight board shall be composed of seven members selected as follows: three members appointed by the mayor of the city, ~~where such~~ *if that* appointment is subject to confirmation by the county board of supervisors, one member appointed by the largest special district, by property tax share, with territory in the territorial jurisdiction of the former redevelopment agency, which is the type of special district that is eligible to receive property tax revenues pursuant to Section 34188, one member appointed by the county superintendent of education to represent schools, one member appointed by the Chancellor of the California Community Colleges to represent community college districts, and one member representing employees of the former redevelopment agency appointed by the mayor of the city ~~where such an~~ *if that* appointment is subject to confirmation by the county board of supervisors, to represent the largest number of former redevelopment agency employees employed by the successor agency at that time.

(b) The Governor may appoint individuals to fill any oversight board member position described in subdivision (a) that has not been filled by May 15, 2012, or any member position that remains vacant for more than 60 days.

(c) The oversight board may direct the staff of the successor agency to perform work in furtherance of the oversight board's duties and responsibilities under this part. The successor agency shall pay for all of the costs of meetings of the oversight board and may include such costs in its administrative budget. Oversight

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board members shall serve without compensation or reimbursement for expenses.

(d) Oversight board members ~~shall have personal immunity from suit for their actions taken within the scope of their responsibilities as oversight board members.~~ *are protected by the immunities applicable to public entities and public employees governed by Part 1 (commencing with Section 810) and Part 2 (commencing with Section 814) of Division 3.6 of Title 1 of the Government Code.*

(e) A majority of the total membership of the oversight board shall constitute a quorum for the transaction of business. A majority vote of the total membership of the oversight board is required for the oversight board to take action. The oversight board shall be deemed to be a local entity for purposes of the Ralph M. Brown Act, the California Public Records Act, and the Political Reform Act of 1974. *All actions taken by the oversight board shall be adopted by resolution.*

(f) All notices required by law for proposed oversight board actions shall also be posted on the successor agency's Internet Web site or the oversight board's Internet Web site.

(g) Each member of an oversight board shall serve at the pleasure of the entity that appointed such member.

(h) The Department of Finance may review an oversight board action taken pursuant to ~~the act adding~~ this part. ~~As such, all oversight board actions shall not be effective for three business days, pending a request for review by the department.~~ *Written notice and information about all actions taken by an oversight board shall be provided to the department by electronic means and in a manner of the department's choosing. An action shall become effective five business days after notice in the manner specified by the department is provided unless the department requests a review.* Each oversight board shall designate an official to whom the department may make ~~such~~ *those* requests and who shall provide the department with the telephone number and e-mail contact information for the purpose of communicating with the department pursuant to this subdivision. ~~In~~ *Except as otherwise provided in this part, in* the event that the department requests a review of a given oversight board action, it shall have ~~10~~ *40* days from the date of its request to approve the oversight board action or return it to the oversight board for reconsideration and ~~such~~ *the*

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oversight board action shall not be effective until approved by the department. In the event that the department returns the oversight board action to the oversight board for reconsideration, the oversight board shall resubmit the modified action for department approval and the modified oversight board action shall not become effective until approved by the department. *If the department reviews a Recognized Obligation Payment Schedule, the department may eliminate or modify any item on that schedule prior to its approval. The county auditor-controller shall reflect the actions of the department in determining the amount of property tax revenues to allocate to the successor agency. The department shall provide notice to the successor agency and the county auditor-controller as to the reasons for its actions. To the extent that an oversight board continues to dispute a determination with the department, one or more future recognized obligation schedules may reflect any resolution of that dispute. The department may also agree to an amendment to a Recognized Obligation Payment Schedule to reflect a resolution of a disputed item; however, this shall not affect a past allocation of property tax or create a liability for any affected taxing entity.*

(i) Oversight boards shall have fiduciary responsibilities to holders of enforceable obligations and the taxing entities that benefit from distributions of property tax and other revenues pursuant to Section 34188. Further, the provisions of Division 4 (commencing with Section 1000) of the Government Code shall apply to oversight boards. Notwithstanding Section 1099 of the Government Code, or any other law, any individual may simultaneously be appointed to up to five oversight boards and may hold an office in a city, county, city and county, special district, school district, or community college district.

(j) Commencing on and after July 1, 2016, in each county where more than one oversight board was created by operation of the act adding this part, there shall be only one oversight board appointed as follows:

(1) One member may be appointed by the county board of supervisors.

(2) One member may be appointed by the city selection committee established pursuant to Section 50270 of the Government Code. In a city and county, the mayor may appoint one member.

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(3) One member may be appointed by the independent special district selection committee established pursuant to Section 56332 of the Government Code, for the types of special districts that are eligible to receive property tax revenues pursuant to Section 34188.

(4) One member may be appointed by the county superintendent of education to represent schools if the superintendent is elected. If the county superintendent of education is appointed, then the appointment made pursuant to this paragraph shall be made by the county board of education.

(5) One member may be appointed by the Chancellor of the California Community Colleges to represent community college districts in the county.

(6) One member of the public may be appointed by the county board of supervisors.

(7) One member may be appointed by the recognized employee organization representing the largest number of successor agency employees in the county.

(k) The Governor may appoint individuals to fill any oversight board member position described in subdivision (j) that has not been filled by July 15, 2016, or any member position that remains vacant for more than 60 days.

(*l*) Commencing on and after July 1, 2016, in each county where only one oversight board was created by operation of the act adding this part, then there will be no change to the composition of that oversight board as a result of the operation of subdivision (b).

(m) Any oversight board for a given successor agency shall cease to exist when all of the indebtedness of the dissolved redevelopment agency has been repaid.

(n) An oversight board may direct a successor agency to provide additional legal or financial advice than what was given by agency staff.

(o) An oversight board is authorized to contract with the county or other public or private agencies for administrative support.

(p) On matters within the purview of the oversight board, decisions made by the oversight board supersede those made by the successor agency or the staff of the successor agency.

SEC. 17. Section 34179.5 is added to the Health and Safety Code, to read:

34179.5. (a) In furtherance of subdivision (d) of Section 34177, each successor agency shall employ a licensed accountant,

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approved by the county auditor-controller and with experience and expertise in local government accounting, to conduct a due diligence review to determine the unobligated balances available for transfer to taxing entities. As an alternative, an audit provided by the county auditor-controller that provides the information required by this section may be used to comply with this section with the concurrence of the oversight board.

(b) For purposes of this section the following terms shall have the following meanings:

(1) "Cash" and "cash equivalents" includes, but is not limited to, cash in hand, bank deposits, Local Agency Investment Fund deposits, deposits in the city or county treasury or any other pool, marketable securities, commercial paper, United States Treasury bills, banker's acceptances, payables on demand and amounts due from other parties as defined in subdivision (c), and any other money owned by the successor agency.

(2) "Enforceable obligation" includes any of the items listed in subdivision (d) of Section 34171, contracts detailing specific work to be performed that were entered into by the former redevelopment agency prior to June 28, 2011, with a third party that is other than the city, county, or city and county that created the former redevelopment agency, and indebtedness obligations as defined in subdivision (e) of Section 34171.

(3) "Transferred" means the transmission of money to another party that is not in payment for goods or services or an investment or where the payment is de minimus. Transfer also means where the payments are ultimately merely a restriction on the use of the money.

(c) At a minimum, the review required by this section shall include the following:

(1) The dollar value of assets transferred from the former redevelopment agency to the successor agency on or about February 1, 2012.

(2) The dollar value of assets and cash and cash equivalents transferred after January 1, 2011, through June 30, 2012, by the redevelopment agency or the successor agency to the city, county, or city and county that formed the redevelopment agency and the purpose of each transfer. The review shall provide documentation of any enforceable obligation that required the transfer.

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(3) The dollar value of any cash or cash equivalents transferred after January 1, 2011, through June 30, 2012, by the redevelopment agency or the successor agency to any other public agency or private party and the purpose of each transfer. The review shall provide documentation of any enforceable obligation that required the transfer.

(4) The review shall provide expenditure and revenue accounting information and identify transfers and funding sources for the 2010–11 and 2011–12 fiscal years that reconciles balances, assets, and liabilities of the successor agency on June 30, 2012 to those reported to the Controller for the 2009–10 fiscal year.

(5) A separate accounting for the balance for the Low and Moderate Income Housing Fund for all other funds and accounts combined shall be made as follows:

(A) A statement of the total value of each fund as of June 30, 2012.

(B) An itemized statement listing any amounts that are legally restricted as to purpose and cannot be provided to taxing entities. This could include the proceeds of any bonds, grant funds, or funds provided by other governmental entities that place conditions on their use.

(C) An itemized statement of the values of any assets that are not cash or cash equivalents. This may include physical assets, land, records, and equipment. For the purpose of this accounting, physical assets may be valued at purchase cost or at any recently estimated market value. The statement shall list separately housing-related assets.

(D) An itemized listing of any current balances that are legally or contractually dedicated or restricted for the funding of an enforceable obligation that identifies the nature of the dedication or restriction and the specific enforceable obligation. In addition, the successor agency shall provide a listing of all approved enforceable obligations that includes a projection of annual spending requirements to satisfy each obligation and a projection of annual revenues available to fund those requirements. If a review finds that future revenues together with dedicated or restricted balances are insufficient to fund future obligations and thus retention of current balances is required, it shall identify the amount of current balances necessary for retention. The review shall also detail the projected property tax revenues and other

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general purpose revenues to be received by the successor agency, together with both the amount and timing of the bond debt service payments of the successor agency, for the period in which the oversight board anticipates the successor agency will have insufficient property tax revenue to pay the specified obligations.

(E) An itemized list and analysis of any amounts of current balances that are needed to satisfy obligations that will be placed on the Recognized Obligation Payment Schedules for the current fiscal year.

(6) The review shall total the net balances available after deducting the total amounts described in subparagraphs (B) to (E), inclusive, of paragraph (5). The review shall add any amounts that were transferred as identified in paragraphs (2) and (3) of subdivision (c) if an enforceable obligation to make that transfer did not exist. The resulting sum shall be available for allocation to affected taxing entities pursuant to Section 34179.6. It shall be a rebuttable presumption that cash and cash equivalent balances available to the successor agency are available and sufficient to disburse the amount determined in this paragraph to taxing entities. If the review finds that there are insufficient cash balances to transfer or that cash or cash equivalents are specifically obligated to the purposes described in subparagraphs (B), (D), and (E) of paragraph (5) in such amounts that there is insufficient cash to provide the full amount determined pursuant to this paragraph, that amount shall be demonstrated in an additional itemized schedule.

SEC. 18. Section 34179.6 is added to the Health and Safety Code, to read:

34179.6. The review required pursuant to Section 34179.5 shall be submitted to the oversight board for review. The successor agency shall submit a copy of the Recognized Obligation Payment Schedule to the county administrative officer, the county auditor-controller, and the Department of Finance at the same time that the successor agency submits the review to the oversight board for review.

(a) By October 1, 2012, each successor agency shall provide to the oversight board, the county auditor-controller, the Controller, and the Department of Finance the results of the review conducted pursuant to Section 34179.5 for the Low and Moderate Income Housing Fund and specifically the amount of cash and

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cash equivalents determined to be available for allocation to taxing entities. By December 15, 2012, each successor agency shall provide to the oversight board, the county auditor-controller, the Controller, and the department the results of the review conducted pursuant to Section 34179.5 for all of the other fund and account balances and specifically the amount of cash and cash equivalents determined to be available for allocation to taxing entities. The department may request any supporting documentation and review results to assist in its review under subdivision (d). The department may specify the form and manner information about the review shall be provided to it.

(b) Upon receipt of the review, the oversight board shall convene a public comment session to take place at least five business days before the oversight board holds the approval vote specified in subdivision (c). The oversight board also shall consider any opinions offered by the county auditor-controller on the review results submitted by the successor agencies.

(c) By October 15, 2012, for the Low and Moderate Income Housing Fund and by January 15, 2013, for all other funds and accounts, the oversight board shall review, approve, and transmit to the department and the county auditor-controller the determination of the amount of cash and cash equivalents that are available for disbursement to taxing entities as determined according to the method provided in Section 34179.5. The oversight board may adjust any amount provided in the review to reflect additional information and analysis. The review and approval shall occur in public sessions. The oversight board may request from the successor agency any materials it deems necessary to assist in its review and approval of the determination. The oversight board shall be empowered to authorize a successor agency to retain assets or funds identified in subparagraphs (B) to (E), inclusive, of paragraph (5) of subdivision (c) of Section 34179.5. An oversight board that makes that authorization also shall identify to the department the amount of funds authorized for retention, the source of those funds, and the purposes for which those funds are being retained. The determination and authorization to retain funds and assets shall be subject to the review and approval of the department pursuant to subdivision (d).

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(d) The department may adjust any amount associated with the determination of the resulting amount described in paragraph (6) of subdivision (c) of Section 34179.5 based on its analysis and information provided by the successor agency and others. The department shall consider any findings or opinions of the county auditor-controllers and the Controller. The department shall complete its review of the determinations provided pursuant to subdivision (c) no later than November 9, 2012, for the Low and Moderate Income Housing Fund and also shall notify the oversight board and the successor agency of its decision to overturn any decision of the oversight board to authorize a successor agency to retain assets or funds made pursuant to subdivision (c). The department shall complete its review of the determinations provided pursuant to subdivision (c) no later than April 1, 2013, for the other funds and accounts and also shall notify the oversight board and the successor agency of its decision to overturn any oversight board authorizations made pursuant to subdivision (c). The department shall provide the oversight board and the successor agency an explanation of its basis for overturning or modifying any findings, determinations, or authorizations of the oversight board made pursuant to subdivision (c).

(e) The successor agency and the entity or entities that created the former redevelopment agency may request to meet and confer with the department to resolve any disputes regarding the amounts or sources of funds identified as determined by the department. The request shall be made within five business days of the transmission, and no later than November 16, 2012, for the determination regarding the Low and Moderate Income Housing Fund, to the successor agency or the designated local authority of the department's determination, decisions, and explanations and shall be accompanied by an explanation and documentation of the basis of the dispute. The department shall meet and confer with the requesting party and modify its determinations and decisions accordingly. The department shall either confirm or modify its determinations and decisions within 30 days of the request to meet and confer.

(f) Each successor agency shall transmit to the county auditor-controller the amount of funds required pursuant to the determination of the department within five working days of receipt of the notification under subdivision (c) or (e) if a meet and confer

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request is made. Successor agencies shall make diligent efforts to recover any money determined to have been transferred without an enforceable obligation as described in paragraphs (2) and (3) of subdivision (c) of Section 34179.5. The department shall notify the county auditor-controllers of its actions and the county auditor-controllers shall disburse the funds received from successor agencies to taxing entities pursuant to Section 34188 within five working days of receipt. Amounts received after November 28, 2012, and April 10, 2013, may be held and disbursed with the regular payments to taxing entities pursuant to Section 34183.

(g) By December 1, 2012, the county auditor-controller shall provide the department a report specifying the amount submitted by each successor agency pursuant to subdivision (d) for low- and moderate-income housing funds, and specifically noting those successor agencies that failed to remit the full required amount. By April 20, 2013, the county auditor-controller shall provide the department a report detailing the amount submitted by each successor agency pursuant to subdivision (d) for all other funds and accounts, and specifically noting those successor agencies that failed to remit the full required amount.

(h) If a successor agency fails to remit to the county auditor-controller the sums identified in subdivisions (d) and (f), by the deadlines specified in those subdivisions, the following remedies are available:

(1) (A) If the successor agency cannot promptly recover the funds that have been transferred to another public agency without an enforceable obligation as described in paragraphs (2) and (3) of subdivision (c) of Section 34179.5, the funds may be recovered through an offset of sales and use tax or property tax allocations to the local agency to which the funds were transferred. To recover such funds, the Department of Finance may order the State Board of Equalization to make an offset pursuant to subdivision (a) of Section 34179.8. If the Department of Finance does not order a sales tax offset, the county auditor-controller may reduce the property tax allocations to any local agency in the county that fails to repay funds pursuant to subdivision (c) of Section 34179.8.

(B) The county auditor-controller and the department shall each have the authority to demand the return of funds improperly spent or transferred to a private person or other private entity. If funds

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are not repaid within 60 days, they may be recovered through any lawful means of collection and are subject to a ten percent penalty plus interest at the rate charged for late personal income tax payments from the date the improper payment was made to the date the money is repaid.

(C) If the city, county, or city and county that created the former redevelopment agency is also performing the duties of the successor agency, the Department of Finance may order an offset to the distribution provided to the sales and use tax revenue to that agency pursuant to subdivision (a) of Section 34179.8. This offset shall be equal to the amount the successor fails to remit pursuant to subdivision (f). If the Department of Finance does not order a sales tax offset, the county auditor-controller may reduce the property tax allocations of the city, county, or city and county that created the former redevelopment agency pursuant to subdivision (c) of Section 34179.8.

(D) The department and the county auditor-controller shall coordinate their actions undertaken pursuant to this paragraph.

(2) Alternatively or in addition to the remedies provided in paragraph (1), the department may direct the county auditor-controller to deduct the unpaid amount from future allocations of property tax to the successor agency under Section 34183 until the amount of payment required pursuant to subdivision (d) is accomplished.

(3) If the Department of Finance determines that payment of the full amount required under subdivision (d) is not currently feasible or would jeopardize the ability of the successor agency to pay enforceable obligations in a timely manner, it may agree to an installment payment plan.

(i) (1) If a legal action contesting a withholding effectuated by the State Board of Equalization pursuant to subparagraphs (B), (C), or (B) and (C) of paragraph (2) of subdivision (b) of Section 34183.5 is successful and results in a final judicial determination, the court shall order the state to pay to the prevailing party a penalty equal to a percentage of the amount of funds found by the court to be improperly withheld, as provided in Section 34179.8. This percentage shall be equivalent to the number of months the funds have been found by the court to be improperly withheld, not to exceed 10 percent.

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(2) If a legal action contesting an offset effectuated by the State Board of Equalization or the county auditor-controller pursuant to subdivision (h) is successful and results in a final judicial determination, the court shall order the state or the county auditor-controller to pay to the prevailing party a penalty equal to 10 percent of the amount of funds found by the court to be improperly offset, as provided in Section 34179.8.

(i) If a legal challenge to invalidate any provision in subdivision (h) or subparagraph (B) or (C), or subparagraphs (B) and (C) of paragraph (2) of subdivision (b) of Section 34183.5 is successful and results in a final judicial determination, the invalidated provision shall become inoperative and subdivision (i) shall become inoperative with respect to the invalidated provision.

SEC. 19. Section 34179.7 is added to the Health and Safety Code, to read:

34179.7. Upon full payment of the amounts determined in subdivision (d) or (e) of Section 34179.6 as reported by the county auditor-controller pursuant to subdivision (g) of Section 34179.6 and of any amounts due as determined by Section 34183.5, or upon a final judicial determination of the amounts due and confirmation that those amounts have been paid by the county auditor-controller, the department shall issue, within five business days, a finding of completion of the requirements of Section 34179.6 to the successor agency.

SEC. 20. Section 34179.8 is added to the Health and Safety Code, to read:

34179.8. (a) If an offset or withholding of sales and use tax is ordered by the Department of Finance pursuant to this part, the State Board of Equalization shall reduce the distribution of sales and use taxes collected under Chapter 1 (commencing with Section 7200) of Part 1.5 of Division 2 of the Revenue and Taxation Code to the entity that is the subject of the offset or withholding and shall direct the Controller to issue a warrant in the amount of any offset pursuant to subdivision (h) of Section 34179.6 to the county auditor-controller. The county auditor-controller shall distribute this amount to the taxing entities for the former redevelopment area according to Section 34188.

(b) (1) If a court has issued a final judicial determination or the department determines that some or all of the amount collected through the offset of sales and use tax has been paid by another

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means and no additional amount is owed, the court or the department shall notify the State Board of Equalization of that determination. Upon notification, the State Board of Equalization shall reverse the relevant amount of sales and use tax offset, add any penalty payable under subdivision (i) of Section 34179.6, and adjust the next distribution of sales and use tax to the affected local entity by reducing the allocation of tax to the General Fund and increasing the distribution to the local entity by that sum.

(2) The board shall inform the Controller of the reversal of the offset of sales and use tax undertaken pursuant to paragraph (1). The Controller shall send a demand for payment to the county auditor-controller for the amount of the offset reversal, excluding any penalty amount determined by the court pursuant to subdivision (i) of Section 34179.6 to be applicable to the offset. The auditor-controller shall reduce allocations to taxing entities in the next distributions under Section 34188 until the amount of the reversed offset is recovered and shall pay such recovered amounts to the State Controller for deposit in the General Fund.

(c) (1) If an offset of property tax is ordered by the county auditor-controller pursuant to this part, the auditor-controller shall reduce the distribution of property taxes to the entity that is the subject of the offset and shall distribute the amount to the taxing entities for the former redevelopment area according to Section 34188.

(2) If a court has issued a final judicial determination or the department determines that some or all of the amount collected through the offset made pursuant to paragraph (1) has been paid by another means and no additional amount is owed, the court or the department shall notify the county auditor-controller of that determination. Upon notification, the county auditor-controller shall reverse the relevant amount of property tax revenues offset in the next distribution of property tax to the affected local entity by reducing the allocation of tax to the taxing entities of the former redevelopment area under Section 34188 and increasing the distribution of property taxes to the local entity that was subject to the offset.

SEC. 21. Section 34180 of the Health and Safety Code is amended to read:

34180. All of the following successor agency actions shall first be approved by the oversight board:

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(a) The establishment of new repayment terms for outstanding loans where the terms have not been specified prior to the date of this part. *An oversight board shall not have the authority to reestablish loan agreements between the successor agency and the city, county, or city and county that formed the redevelopment agency except as provided in Chapter 9 (commencing with Section 34191.1).*

~~(b) Refunding of outstanding bonds or other debt of the former redevelopment agency by successor agencies in order to provide for savings or to finance debt service spikes; provided, however, that no additional debt is created and debt service is not accelerated.~~

(b) The issuance of bonds or other indebtedness or the pledge or agreement for the pledge of property tax revenues (formerly tax increment prior to the effective date of this part) pursuant to subdivision (a) of Section 34177.5.

(c) Setting aside of amounts in reserves as required by indentures, trust indentures, or similar documents governing the issuance of outstanding redevelopment agency bonds.

(d) Merging of project areas.

(e) Continuing the acceptance of federal or state grants, or other forms of financial assistance from either public or private sources, ~~where~~ *if that* assistance is conditioned upon the provision of matching funds, by the successor entity as successor to the former redevelopment agency, in an amount greater than 5 percent.

(f) (1) If a city, county, or city and county wishes to retain any properties or other assets for future redevelopment activities, funded from its own funds and under its own auspices, it must reach a compensation agreement with the other taxing entities to provide payments to them in proportion to their shares of the base property tax, as determined pursuant to Section 34188, for the value of the property retained.

(2) If no other agreement is reached on valuation of the retained assets, the value will be the fair market value as of the 2011 property tax lien date as determined by ~~the county assessor~~ *an independent appraiser approved by the oversight board.*

(g) Establishment of the Recognized Obligation Payment Schedule.

(h) A request by the successor agency to enter into an agreement with the city, county, or city and county that formed the redevelopment agency that it is succeeding. *An oversight board*

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shall not have the authority to reestablish loan agreements between the successor agency and the city, county, or city and county that formed the redevelopment agency except as provided in Chapter 9 (commencing with Section 34191.1). Any actions to reestablish any other agreements that are in furtherance of enforceable obligations, with the city, county, or city and county that formed the redevelopment agency are invalid until they are included in an approved and valid Recognized Obligation Payment Schedule.

(i) A request by a successor agency or taxing entity to pledge, or to enter into an agreement for the pledge of, property tax revenues pursuant to subdivision (b) of Section 34178.

(j) Any document submitted by a successor agency to an oversight board for approval by any provision of this part shall also be submitted to the county administrative officer, the county auditor-controller, and the Department of Finance at the same time that the successor agency submits the document to the oversight board.

SEC. 22. Section 34181 of the Health and Safety Code is amended to read:

34181. The oversight board shall direct the successor agency to do all of the following:

(a) Dispose of all assets and properties of the former redevelopment agency ~~that were funded by tax increment revenues of the dissolved redevelopment agency~~; provided, however, that the oversight board may instead direct the successor agency to transfer ownership of those assets that were constructed and used for a governmental purpose, such as roads, school buildings, parks, *police* and fire stations, *libraries, and local agency administrative buildings,* to the appropriate public jurisdiction pursuant to any existing agreements relating to the construction or use of such an asset. Any compensation to be provided to the successor agency for the transfer of the asset shall be governed by the agreements relating to the construction or use of that asset. Disposal shall be done expeditiously and in a manner aimed at maximizing value. *Asset disposition may be accomplished by a distribution of income to taxing entities proportionate to their property tax share from one or more properties that may be transferred to a public or private agency for management pursuant to the direction of the oversight board.*

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(b) Cease performance in connection with and terminate all existing agreements that do not qualify as enforceable obligations.

(c) Transfer housing ~~responsibilities and all rights, powers, duties, and obligations along with any amounts on deposit in the Low and Moderate Income Housing Fund to the appropriate entity~~ *assets* pursuant to Section 34176.

(d) Terminate any agreement, between the dissolved redevelopment agency and any public entity located in the same county, obligating the redevelopment agency to provide funding for any debt service obligations of the public entity or for the construction, or operation of facilities owned or operated by such public entity, in any instance where the oversight board has found that early termination would be in the best interests of the taxing entities.

(e) Determine whether any contracts, agreements, or other arrangements between the dissolved redevelopment agency and any private parties should be terminated or renegotiated to reduce liabilities and increase net revenues to the taxing entities, and present proposed termination or amendment agreements to the oversight board for its approval. The board may approve any amendments to or early termination of ~~such~~ *those* agreements ~~where~~ *if* it finds that amendments or early termination would be in the best interests of the taxing entities.

(f) All actions taken pursuant to subdivisions (a) and (c) shall be approved by resolution of the oversight board at a public meeting after at least 10 days' notice to the public of the specific proposed actions. The actions shall be subject to review by the Department of Finance pursuant to Section 34179 except that the department may extend its review period by up to 60 days. If the department does not object to an action subject to this section, and if no action challenging an action is commenced within 60 days of the approval of the action by the oversight board, the action of the oversight board shall be considered final and can be relied upon as conclusive by any person. If an action is brought to challenge an action involving title to or an interest in real property, a notice of pendency of action shall be recorded by the claimant as provided in Title 4.5 (commencing with Section 405) of Part 2 of the Code of Civil Procedure within a 60-day period.

SEC. 23. Section 34182 of the Health and Safety Code is amended to read:

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34182. (a) (1) The county auditor-controller shall conduct or cause to be conducted an agreed-upon procedures audit of each redevelopment agency in the county that is subject to this part, to be completed by ~~July~~ *October* 1, 2012.

(2) The purpose of the audits shall be to establish each redevelopment agency's assets and liabilities, to document and determine each redevelopment agency's passthrough payment obligations to other taxing ~~agencies~~ *entities*, and to document and determine both the amount and the terms of any indebtedness incurred by the redevelopment agency ~~and certify~~ *pursuant to* the initial Recognized Obligation Payment Schedule.

(3) The county auditor-controller may charge the Redevelopment Property Tax Trust Fund for any costs incurred by the county auditor-controller pursuant to this part.

(b) By ~~July 15~~ *October 5*, 2012, the county auditor-controller shall provide the Controller's office *and the Department of Finance* a copy of all audits performed pursuant to this section. The county auditor-controller shall maintain a copy of all documentation and working papers for use by the Controller.

(c) (1) The county auditor-controller shall determine the amount of property taxes that would have been allocated to each redevelopment agency in the county had the redevelopment agency not been dissolved pursuant to the operation of the act adding this part. These amounts are deemed property tax revenues within the meaning of subdivision (a) of Section 1 of Article XIII A of the California Constitution and are available for allocation and distribution in accordance with the provisions of the act adding this part. The county auditor-controller shall calculate the property tax revenues using current assessed values on the last equalized roll on August 20, pursuant to Section 2052 of the Revenue and Taxation Code, and pursuant to statutory formulas or contractual agreements with other taxing ~~agencies~~ *entities*, as of the effective date of this section, and shall deposit that amount in the Redevelopment Property Tax Trust Fund.

(2) Each county auditor-controller shall administer the Redevelopment Property Tax Trust Fund for the benefit of the holders of former redevelopment agency enforceable obligations and the taxing entities that receive passthrough payments and distributions of property taxes pursuant to this part.

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(3) In connection with the allocation and distribution by the county auditor-controller of property tax revenues deposited in the Redevelopment Property Tax Trust Fund, in compliance with this part, the county auditor-controller shall prepare estimates of amounts *of property tax* to be allocated and distributed~~;~~ *and the amounts of passthrough payments to be made in the upcoming six-month period,* and provide those estimates to both the entities receiving the distributions and the Department of Finance, no later than ~~November~~ *October* 1 and ~~May~~ *April* 1 of each year.

(4) Each county auditor-controller shall disburse proceeds of asset sales or reserve balances, which have been received from the successor entities pursuant to Sections 34177 and 34187, to the taxing entities. In making such a distribution, the county auditor-controller shall utilize the same methodology for allocation and distribution of property tax revenues provided in Section 34188.

(d) By October 1, 2012, the county auditor-controller shall report the following information to the Controller's office and the Director of Finance:

(1) The sums of property tax revenues remitted to the Redevelopment Property Tax Trust Fund related to each former redevelopment agency.

(2) The sums of property tax revenues remitted to each agency under paragraph (1) of subdivision (a) of Section 34183.

(3) The sums of property tax revenues remitted to each successor agency pursuant to paragraph (2) of subdivision (a) of Section 34183.

(4) The sums of property tax revenues paid to each successor agency pursuant to paragraph (3) of subdivision (a) of Section 34183.

(5) The sums paid to each city, county, and special district, and the total amount allocated for schools pursuant to paragraph (4) of subdivision (a) of Section 34183.

(6) Any amounts deducted from other distributions pursuant to subdivision (b) of Section 34183.

(e) A county auditor-controller may charge the Redevelopment Property Tax Trust Fund for the costs of administering the provisions of this part.

(f) The Controller may audit and review any county auditor-controller action taken pursuant to the act adding this part.

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As such, all county auditor-controller actions shall not be effective for three business days, pending a request for review by the Controller. In the event that the Controller requests a review of a given county auditor-controller action, he or she shall have 10 days from the date of his or her request to approve the county auditor-controller's action or return it to the county auditor-controller for reconsideration and ~~such~~ *the* county ~~auditor-controller~~ *auditor-controller's* action shall not be effective until approved by the Controller. In the event that the Controller returns the county auditor-controller's action to the county auditor-controller for reconsideration, the county auditor-controller must resubmit the modified action for Controller approval and ~~such~~ *the* modified county ~~auditor-controller~~ *auditor-controller's* action shall not become effective until approved by the Controller.

SEC. 24. Section 34182.5 is added to the Health and Safety Code, to read:

34182.5. A county auditor-controller may review the Recognized Obligation Payment Schedules and object to the inclusion of any items that are not demonstrated to be enforceable obligations and may object to the funding source proposed for any items. This review may take place prior to the submission of the Recognized Obligation Payment Schedule to the oversight board or subsequent to oversight board action. The county auditor-controller shall promptly transmit notice of any of those objections to the successor agency, the oversight board, and the Department of Finance. Notice shall be given at least 60 days prior to an allocation date specified in Section 34183, except that for the January 1, 2013 to June 30, 2013 Recognized Obligation Payment Schedule, notice shall be given no later than October 1, 2012. If an oversight board disputes the finding of the county auditor-controller, it may refer the matter to the Department of Finance for a determination of what will be approved for inclusion in the Recognized Obligation Payment Schedule.

SEC. 25. Section 34183 of the Health and Safety Code is amended to read:

34183. (a) Notwithstanding any other law, from February 1, 2012, to July 1, 2012, and for each fiscal year thereafter, the county auditor-controller shall, after deducting administrative costs allowed under Section 34182 and Section 95.3 of the Revenue and

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Taxation Code, allocate moneys in each Redevelopment Property Tax Trust Fund as follows:

(1) Subject to any prior deductions required by subdivision (b), first, the county auditor-controller shall remit from the Redevelopment Property Tax Trust Fund to each local agency and school entity an amount of property tax revenues in an amount equal to that which would have been received under Section 33401, 33492.140, 33607, 33607.5, 33607.7, or 33676, as those sections read on January 1, 2011, or pursuant to any passthrough agreement between a redevelopment agency and a taxing ~~jurisdiction~~ *entity* that was entered into prior to January 1, 1994, that would be in force during that fiscal year, had the redevelopment agency existed at that time. The amount of the payments made pursuant to this paragraph shall be calculated solely on the basis of passthrough payment obligations, existing prior to the effective date of this part and continuing as obligations of successor entities, shall occur no later than May 16, 2012, and no later than June 1, 2012, and each January ~~16~~ *2* and June 1 thereafter. Notwithstanding subdivision (e) of Section 33670, that portion of the taxes in excess of the amount identified in subdivision (a) of Section 33670, which are attributable to a tax rate levied by a taxing ~~agency~~ *entity* for the purpose of producing revenues in an amount sufficient to make annual repayments of the principal of, and the interest on, any bonded indebtedness for the acquisition or improvement of real property shall be allocated to, and when collected shall be paid into, the fund of that taxing ~~agency~~ *entity. The amount of passthrough payments computed pursuant to this section, including any passthrough agreements, shall be computed as though the requirement to set aside funds for the Low and Moderate Income Housing Fund was still in effect.*

(2) Second, on ~~May 16, 2012, and~~ June 1, 2012, and each January ~~16~~ *2* and June 1 thereafter, to each successor agency for payments listed in its Recognized Obligation Payment Schedule for the six-month fiscal period beginning January 1, 2012, ~~or~~ *and* July 1, 2012, and each January ~~16~~ *2* and June 1 thereafter, in the following order of priority:

(A) Debt service payments scheduled to be made for tax allocation bonds.

(B) Payments scheduled to be made on revenue bonds, but only to the extent the revenues pledged for them are insufficient to make

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the payments and only ~~where~~ *if* the agency's tax increment revenues were also pledged for the repayment of the bonds.

(C) Payments scheduled for other debts and obligations listed in the Recognized Obligation Payment Schedule that are required to be paid from former tax increment revenue.

(3) Third, on ~~May 16, 2012, and~~ June 1, 2012, and each January ~~16~~ *2* and June 1 thereafter, to each successor agency for the administrative cost allowance, as defined in Section 34171, for administrative costs set forth in an approved administrative budget for those payments required to be paid from former tax increment revenues.

(4) Fourth, on ~~May 16, 2012, and~~ June 1, 2012, and each January ~~16~~ *2* and June 1 thereafter, any moneys remaining in the Redevelopment Property Tax Trust Fund after the payments and transfers authorized by paragraphs (1) to (3), inclusive, shall be distributed to local agencies and school entities in accordance with Section 34188.

(b) If the successor agency reports, no later than April 1, 2012, and May 1, 2012, and each December 1 and May 1 thereafter, to the county auditor-controller that the total amount available to the successor agency from the Redevelopment Property Tax Trust Fund allocation to that successor agency's Redevelopment Obligation Retirement Fund, from other funds transferred from each redevelopment agency, and from funds that have or will become available through asset sales and all redevelopment operations, are insufficient to fund the payments required by paragraphs (1) to (3), inclusive, of subdivision (a) in the next six-month fiscal period, the county auditor-controller shall notify the Controller and the Department of Finance no later than 10 days from the date of that notification. The county auditor-controller shall verify whether the successor agency will have sufficient funds from which to service debts according to the Recognized Obligation Payment Schedule and shall report the findings to the Controller. If the Controller concurs that there are insufficient funds to pay required debt service, the amount of the deficiency shall be deducted first from the amount remaining to be distributed to taxing entities pursuant to paragraph (4), and if that amount is exhausted, from amounts available for distribution for administrative costs in paragraph (3). If an agency, pursuant to the provisions of Section 33492.15, 33492.72, 33607.5, 33671.5,

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33681.15, or 33688~~;~~ *or as expressly provided in a passthrough agreement entered into pursuant to Section 33401,* made passthrough payment obligations subordinate to debt service payments required for enforceable obligations, funds for servicing bond debt may be deducted from the amounts for passthrough payments under paragraph (1), as provided in those sections, but only to the extent that the amounts remaining to be distributed to taxing entities pursuant to paragraph (4) and the amounts available for distribution for administrative costs in paragraph (3) have all been exhausted.

(c) The county treasurer may loan any funds from the county treasury *to the Redevelopment Property Tax Trust Fund of the successor agency for the purpose of paying an item approved on the Recognized Obligation Payment Schedule at the request of the Department of Finance* that are necessary to ensure prompt payments of redevelopment agency debts. *An enforceable obligation is created for repayment of those loans.*

(d) The Controller may recover the costs of audit and oversight required under this part from the Redevelopment Property Tax Trust Fund by presenting an invoice therefor to the county auditor-controller who shall set aside sufficient funds for and disburse the claimed amounts prior to making the next distributions to the taxing ~~jurisdictions~~ *entities* pursuant to Section 34188. Subject to the approval of the Director of Finance, the budget of the Controller may be augmented to reflect the reimbursement, pursuant to Section 28.00 of the Budget Act.

(e) Within 10 days of each distribution of property tax, the county auditor-controller shall provide a report to the department regarding the distribution for each successor agency that includes information on the total available for allocation, the passthrough amounts and how they were calculated, the amounts distributed to successor agencies, and the amounts distributed to taxing entities in a manner and form specified by the department. This reporting requirement shall also apply to distributions required under subdivision (b) of Section 34183.5.

SEC. 26. Section 34183.5 is added to the Health and Safety Code, to read:

34183.5. (a) The Legislature hereby finds and declares that due to the delayed implementation of this part due to the California Supreme Court's ruling in the case California Redevelopment

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Association v. Matosantos et al. (2011) 53 Cal.4th 231, some disruption to the intended application of this part and other law with respect to passthrough payments may have occurred.

(1) If a redevelopment agency or successor agency did not pay any portion of an amount owed for the 2011–12 fiscal year to an affected taxing entity pursuant to Section 33401, 33492.140, 33607, 33607.5, 33607.7, or 33676, or pursuant to any passthrough agreement entered into before January 1, 1994, between a redevelopment agency and an affected taxing entity, and to the extent the county auditor-controller did not remit the amounts owed for passthrough payments during the 2011–12 fiscal year, the county auditor-controller shall make the required payments to the taxing entities owed passthrough payments and shall reduce the amounts to which the successor agency would otherwise be entitled pursuant to paragraph (2) of subdivision (a) of Section 34183 at the next allocation of property tax under this part, subject to the provisions of subdivision (b) of Section 34183. If the amount of available property tax allocation to the successor agency is not sufficient to make the required payment, the county auditor-controller shall continue to reduce allocations to the successor agency under paragraph (2) of subdivision (a) of Section 34183 until the time that the owed amount is fully paid. Alternately, the county auditor-controller may accept payment from the successor agency's reserve funds for payments of passthrough payments owed as defined in this subdivision.

(2) If a redevelopment agency did not pay any portion of the amount owed for the 2011–12 fiscal year to an affected taxing entity pursuant to Section 33401, 33492.140, 33607, 33607.5, 33607.7, or 33676, or pursuant to any passthrough agreement entered into before January 1, 1994, between a redevelopment agency and an affected taxing entity, but the county auditor-controller did pay the difference that was owing, the auditor controller shall deduct from the next allocation of property tax to the successor agency under paragraph (2) of subdivision (a) of Section 34183, the amount of the payment made on behalf of the successor agency by the county auditor-controller, not to exceed one-half the amount of passthrough payments owed for the 2011–12 fiscal year. If the amount of available property tax allocation to the successor agency is not sufficient to make the required deduction, the county auditor-controller shall continue

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to reduce allocations to the successor agency under paragraph (2) of subdivision (a) of Section 34183 until the time that the amount is fully deducted. Alternatively, the auditor-controller may accept payment from the successor agency's reserve funds for deductions of passthrough payments owed as defined in this subdivision. Amounts reduced from successor agency payments under this paragraph are available for the purposes of paragraphs (2) to (4), inclusive, of subdivision (a) of Section 34183 for the six-month period for which the property tax revenues are being allocated.

(b) In recognition of the fact that county auditor-controllers were unable to make the payments required by paragraph (4) of subdivision (a) of Section 34183 for the period January 1, 2012, through June 30, 2012, on January 16, 2012, due to the California Supreme Court's ruling in the case of California Redevelopment Association v. Matosantos (2011) 53 Cal.4th 231, in addition to taking the actions specified in Section 34183 with respect to the June 1 property tax allocations, county auditor-controllers should have made allocations as provided in paragraph (1).

(1) From the allocations made on June 1, 2012, for the Recognized Obligation Payment Schedule covering the period July 1, 2012, through December 31, 2012, deduct from the amount that otherwise would be deposited in the Redevelopment Property Tax Trust Fund on behalf of the successor agency an amount equivalent to the amount that each affected taxing entity was entitled to pursuant to paragraph (4) of subdivision (a) of Section 34183 for the period January 1, 2012, through June 30, 2012. The amount to be retained by taxing entities pursuant to paragraph (4) of subdivision (a) of Section 34183 for the January 1, 2012, through June 30, 2012, period is determined based on the Recognized Obligation Payment Schedule approved by the Department of Finance pursuant to subdivision (h) of Section 34179 and any amount determined to be owed pursuant to subdivision (b). Any amounts so computed shall not be offset by any shortages in funding for recognized obligations for the period covering July 1, 2012, through December 31, 2012.

(2) (A) If an affected taxing entity has not received the full amount to which it was entitled pursuant to paragraph (4) of subdivision (a) of Section 34183 of the property tax distributed for the period January 1, 2012, through June 30, 2012, and

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paragraph (1), no later than July 9, 2012, the county auditor-controller shall determine the amount, if any, that is owed by each successor agency to taxing entities and send a demand for payment from the funds of the successor agency for the amount owed to taxing entities if it has distributed the June 1, 2012, allocation to the successor agencies. No later than July 12, 2012, successor agencies shall make payment of the amounts demanded to the county auditor-controller for deposit into the Redevelopment Property Tax Trust Fund and subsequent distribution to taxing entities. No later than July 16, 2012, the county auditor-controller shall make allocations of all money received by that date from successor agencies in amounts owed to taxing entities under this paragraph to taxing entities in accordance with Section 34183. The county auditor-controller shall make allocations of any money received after that date under this paragraph within five business days of receipt. These duties are not discretionary and shall be carried out with due diligence.

(B) If a county auditor-controller fails to determine the amounts owed to taxing entities and present a demand for payment by July 9, 2012, to the successor agencies, the Department of Finance or any affected taxing entity may request a writ of mandate to require the county auditor-controller to immediately perform this duty. Such actions may be filed only in the County of Sacramento and shall have priority over other civil matters. Any county in which the county auditor-controller fails to perform the duties under this paragraph shall be subject to a civil penalty of 10 percent of the amount owed to taxing entities plus 1.5 percent of the amount owed to taxing entities for each month that the duties are not performed. The civil penalties shall be payable to the taxing entities under Section 34183. Additionally, any county in which the county auditor-controller fails to make the required determinations and demands for payment under this paragraph by July 9, 2012, or fails to distribute the full amount of funds received from successor agencies as required by this paragraph shall not receive the distribution of sales and use tax scheduled for July 18, 2012, or any subsequent payment, up to the amount owed to taxing entities, until the county auditor-controller performs the duties required by this paragraph.

(C) If a successor agency fails to make the payment demanded under subparagraph (A) by July 12, 2012, the Department of

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Finance or any affected taxing entity may file for a writ of mandate to require the successor agency to immediately make this payment. Such actions may be filed only in the County of Sacramento and shall have priority over other civil matters. Any successor agency that fails to make payment by July 12, 2012, under this paragraph shall be subject to a civil penalty of 10 percent of the amount owed to taxing entities plus one and one-half percent of the amount owed to taxing entities for each month that the payments are not made. Additionally, the city or county or city and county that created the redevelopment agency shall also be subject to a civil penalty of 10 percent of the amount owed to taxing entities plus 1.5 percent of the amount owed to taxing entities for each month the payment is late. The civil penalties shall be payable to the taxing entities under Section 34183. If the Department of Finance finds that the imposition of penalties will jeopardize the payment of enforceable obligations it may request the court to waive some or all of the penalties. A successor agency that does not pay the amount required under this subparagraph by July 12, 2012, shall not pay any obligations other than bond debt service until full payment is made to the county auditor-controller. Additionally, any city, county or city and county that created the redevelopment agency that fails to make the required payment under this paragraph by July 12, 2012, shall not receive the distribution of sales and use tax scheduled for July 18, 2012, or any subsequent payment, up to the amount owed to taxing entities, until the payment required by this paragraph is made.

(D) The Legislature hereby finds and declares that time is of the essence. Funds that should have been received and were expected and spent in anticipation of receipt by community colleges, schools, counties, cities, and special districts have not been received resulting in significant fiscal impact to the state and taxing entities. Continued delay and uncertainly whether funds will be received warrants the availability of extraordinary relief as authorized herein.

(3) If an affected taxing entity has not received the full amount to which it was entitled pursuant to paragraph (4) of subdivision (a) of Section 34183 for the period January 1, 2012, through June 30, 2012, and paragraph (1), the county auditor-controller shall reapply the provisions of paragraph (1) to each subsequent property tax allocation until such time as the affected taxing entity

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has received the full amount to which it was entitled pursuant to paragraph (4) of subdivision (a) of Section 34183 for the period January 1, 2012, through June 30, 2012.

SEC. 27. Section 34185 of the Health and Safety Code is amended to read:

34185. Commencing on ~~May 16, 2012~~ *June 1, 2012*, and on each January ~~16~~ *2* and June 1 thereafter, the county auditor-controller shall transfer, from the Redevelopment Property Tax Trust Fund of each successor agency into the Redevelopment Obligation Retirement Fund of that agency, an amount of property tax revenues equal to that specified in the Recognized Obligation Payment Schedule for that successor agency as payable from the Redevelopment Property Tax Trust Fund subject to the limitations of ~~Sections 34173 and~~ *subdivision (l) of Section 34177 and Section* 34183.

SEC. 28. Section 34186 of the Health and Safety Code is amended to read:

34186. *(a)* Differences between actual payments and past estimated obligations on recognized obligation payment schedules ~~must~~ *shall* be reported in subsequent recognized obligation payment schedules and shall adjust the amount to be transferred to the Redevelopment Obligation Retirement Fund pursuant to this part. These estimates and accounts shall be subject to audit by county auditor-controllers and the Controller.

(b) Differences between actual passthrough obligations and property tax amounts and the amounts used by the county auditor-controller in determining the amounts to be allocated under Sections 34183 and 34188 for a prior six-month period shall be applied as adjustments to the property tax and passthrough amounts in subsequent periods as they become known. County auditor-controllers shall not delay payments under this part to successor agencies or taxing entities based on pending transactions, disputes, or for any other reason, other than a court order, and shall use the Recognized Obligation Payment Schedule approved by the Department of Finance and the most current data for passthroughs and property tax available prior to the statutory distribution dates to make the allocations required on the dates required.

SEC. 29. Section 34187 of the Health and Safety Code is amended to read:

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34187. *(a) (1)* Commencing May 1, 2012, whenever a recognized obligation that had been identified in the Recognized Payment Obligation Schedule is paid off or retired, either through early payment or payment at maturity, the county auditor-controller shall distribute to the taxing entities, in accordance with the provisions of the Revenue and Taxation Code, all property tax revenues that were associated with the payment of the recognized obligation.

(2) Notwithstanding paragraph (1), the Department of Finance may authorize a successor agency to retain property tax that otherwise would be distributed to affected taxing entities pursuant to this subdivision, to the extent the department determines the successor agency requires those funds for the payment of enforceable obligations. Upon making a determination, the department shall provide the county auditor-controller with information detailing the amounts that it has authorized the successor agency to retain. Upon determining the successor agency no longer requires additional funds pursuant to this subdivision, the department shall notify the successor agency and the county auditor-controller. The county auditor-controller shall then distribute the funds in question to the affected taxing entities in accordance with the provisions of the Revenue and Taxation Code.

(b) When all of the debt of a redevelopment agency has been retired or paid off, the successor agency shall dispose of all remaining assets and terminate its existence within one year of the final debt payment. When the successor agency is terminated, all passthrough payment obligations shall cease and no property tax shall be allocated to the Redevelopment Property Tax Trust Fund for that agency.

SEC. 30. Section 34188 of the Health and Safety Code is amended to read:

34188. For all distributions of property tax revenues and other moneys pursuant to this part, the distribution to each taxing entity shall be in an amount proportionate to its share of property tax revenues in the tax rate area in that fiscal year, as follows:

(a) (1) For distributions from the Redevelopment Property Tax Trust Fund, the share of each taxing entity shall be applied to the amount of property tax available in the Redevelopment Property Tax Trust Fund after deducting the amount of any distributions under paragraphs (2) and (3) of subdivision (a) of Section 34183.

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(2) For each taxing entity that receives passthrough payments, that agency shall receive the amount of any passthrough payments identified under paragraph (1) of subdivision (a) of Section 34183, in an amount not to exceed the amount that it would receive pursuant to this section in the absence of the passthrough agreement. However, to the extent that the passthrough payments received by the taxing entity are less than the amount that the taxing entity would receive pursuant to this section in the absence of a passthrough agreement, the taxing entity shall receive an additional payment that is equivalent to the difference between those amounts.

(b) Property tax shares of local agencies shall be determined based on property tax allocation laws in effect on the date of distribution, without the revenue exchange amounts allocated pursuant to Section 97.68 of the Revenue and Taxation Code, and without the property taxes allocated pursuant to Section 97.70 of the Revenue and Taxation Code.

(c) The total school share, including passthroughs, shall be the share of the property taxes that would have been received by school entities, as defined in subdivision (f) of Section 95 of the Revenue and Taxation Code, in the jurisdictional territory of the former redevelopment agency, including, but not limited to, the amounts specified in Sections 97.68 and 97.70 of the Revenue and Taxation Code.

(d) This section shall not be construed to increase any allocations of excess, additional, or remaining funds that would otherwise have been allocated to cities, counties, cities and counties, or special districts pursuant to clause (i) of subparagraph (B) of paragraph (4) of subdivision (d) of Section 97.2, clause (i) of subparagraph (B) of paragraph (4) of subdivision (d) of Section 97.3, or Article 4 (commencing with Section 98) of Chapter 6 of Part 0.5 of Division 1, of the Revenue and Taxation Code, had this section not been enacted.

SEC. 31. Section 34189 of the Health and Safety Code is amended to read:

34189. (a) Commencing on the effective date of this part, all provisions of the Community Redevelopment Law that depend on the allocation of tax increment to redevelopment agencies, including, but not limited to, Sections 33445, 33640, 33641, 33645, and subdivision (b) of Section 33670, shall be inoperative, except

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as those sections apply to a redevelopment agency operating pursuant to Part 1.9 (commencing with Section 34192).

~~(b) The California Law Revision Commission shall draft a Community Redevelopment Law cleanup bill for consideration by the Legislature no later than January 1, 2013.~~

~~(c)~~

(b) To the extent that a provision of Part 1 (commencing with Section 33000), Part 1.5 (commencing with Section 34000), Part 1.6 (commencing with Section 34050), and Part 1.7 (commencing with Section 34100) conflicts with this part, the provisions of this part shall control. Further, if a provision of Part 1 (commencing with Section 33000), Part 1.5 (commencing with Section 34000), Part 1.6 (commencing with Section 34050), or Part 1.7 (commencing with Section 34100) provides an authority that the act adding this part is restricting or eliminating, the restriction and elimination provisions of the act adding this part shall control.

~~(d)~~

(c) It is intended that the provisions of this part shall be read in a manner as to avoid duplication of payments.

SEC. 32. Section 34189.1 is added to the Health and Safety Code, to read:

34189.1. No party, public or private, may pursue, nor does a court have jurisdiction over, a validation action with respect to any action of a redevelopment agency or a successor agency to a redevelopment agency that took place on or after January 1, 2011, unless the Department of Finance and the Controller, representing interests of the State of California and each of the taxing entities who could be affected financially by the action, has been properly noticed. All actions shall be filed in the County of Sacramento.

SEC. 33. Section 34189.2 is added to the Health and Safety Code, to read:

34189.2. A successor agency or any party to an enforceable obligation as defined under this part shall properly notice the state with respect to a validation action involving any enforceable obligation or matter of title to an asset that belonged to a redevelopment agency. For such an action to be properly filed, both the Controller and the Director of Finance shall be noticed and actions shall be filed in the County of Sacramento.

SEC. 34. Section 34189.3 is added to the Health and Safety Code, to read:

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34189.3. An action contesting any act taken or determinations or decisions made pursuant to this part or Part 1.8 (commencing with Section 34161) may be brought in superior court and shall be filed in the County of Sacramento.

SEC. 35. Chapter 9 (commencing with Section 34191.1) is added to Part 1.85 of Division 24 of the Health and Safety Code, to read:

CHAPTER 9. POSTCOMPLIANCE PROVISIONS

34191.1. The provisions of this chapter shall apply to a successor agency upon that agency's receipt of a finding of completion by the Department of Finance pursuant to Section 34179.7.

34191.3. Notwithstanding Section 34191.1, the requirements specified in subdivision (e) of Section 34177 and subdivision (a) of Section 34181 shall be suspended, except as those provisions apply to the transfers for governmental use, until the Department of Finance has approved a long-range property management plan pursuant to subdivision (b) of Section 34191.5, at which point the plan shall govern, and supersede all other provisions relating to, the disposition and use of the real property assets of the former redevelopment agency. If the department has not approved a plan by January 1, 2015, subdivision (e) of Section 34177 and subdivision (a) of Section 34181 shall be operative with respect to that successor agency.

34191.4. The following provisions shall apply to any successor agency that has been issued a finding of completion by the Department of Finance:

(a) All real property and interests in real property identified in subparagraph (C) of paragraph (5) of subdivision (c) of Section 34179.5 shall be transferred to the Community Redevelopment Property Trust Fund of the successor agency upon approval by the Department of Finance of the long-range property management plan submitted by the successor agency pursuant to subdivision (b) of Section 34191.7 unless that property is subject to the requirements of any existing enforceable obligation.

(b) (1) Notwithstanding subdivision (d) of Section 34171, upon application by the successor agency and approval by the oversight board, loan agreements entered into between the redevelopment

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agency and the city, county, or city and county that created by the redevelopment agency shall be deemed to be enforceable obligations provided that the oversight board makes a finding that the loan was for legitimate redevelopment purposes.

(2) If the oversight board finds that the loan is an enforceable obligation, the accumulated interest on the remaining principal amount of the loan shall be recalculated from origination at the interest rate earned by funds deposited into the Local Agency Investment Fund. The loan shall be repaid to the city, county, or city and county in accordance with a defined schedule over a reasonable term of years at an interest rate not to exceed the interest rate earned by funds deposited into the Local Agency Investment Fund. The annual loan repayments provided for in the recognized obligations payment schedules shall be subject to all of the following limitations:

(A) Loan repayments shall not be made prior to the 2013–14 fiscal year. Beginning in the 2013–14 fiscal year, the maximum repayment amount authorized each fiscal year for repayments made pursuant to this subdivision and paragraph (7) of subdivision (e) of Section 34176 combined shall be equal to one-half of the increase between the amount distributed to the taxing entities pursuant to paragraph (4) of subdivision (a) of Section 34183 in that fiscal year and the amount distributed to taxing entities pursuant to that paragraph in the 2012–13 base year. Loan or deferral repayments made pursuant to this subdivision shall be second in priority to amounts to be repaid pursuant to paragraph (7) of subdivision (e) of Section 34176.

(B) Repayments received by the city, county or city and county that formed the redevelopment agency shall first be used to retire any outstanding amounts borrowed and owed to the Low and Moderate Income Housing Fund of the former redevelopment agency for purposes of the Supplemental Educational Revenue Augmentation Fund and shall be distributed to the Low and Moderate Income Housing Asset Fund established by subdivision (d) of Section 34176.

(C) Twenty percent of any loan repayment shall be deducted from the loan repayment amount and shall be transferred to the Low and Moderate Income Housing Asset Fund, after all outstanding loans from the Low and Moderate Income Housing

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Fund for purposes of the Supplemental Educational Revenue Augmentation Fund have been paid.

(c) (1) Bond proceeds derived from bonds issued on or before December 31, 2010, shall be used for the purposes for which the bonds were sold.

(2) (A) Notwithstanding Section 34177.3 or any other conflicting provision of law, bond proceeds in excess of the amounts needed to satisfy approved enforceable obligations shall thereafter be expended in a manner consistent with the original bond covenants. Enforceable obligations may be satisfied by the creation of reserves for projects that are the subject of the enforceable obligation and that are consistent with the contractual obligations for those projects, or by expending funds to complete the projects. An expenditure made pursuant to this paragraph shall constitute the creation of excess bond proceeds obligations to be paid from the excess proceeds. Excess bond proceeds obligations shall be listed separately on the Recognized Obligation Payment Schedule submitted by the successor agency.

(B) If remaining bond proceeds cannot be spent in a manner consistent with the bond covenants pursuant to subparagraph (A), the proceeds shall be used to defease the bonds or to purchase those same outstanding bonds on the open market for cancellation.

34191.5. (a) There is hereby established a Community Redevelopment Property Trust Fund, administered by the successor agency, to serve as the repository of the former redevelopment agency's real properties identified in subparagraph (C) of paragraph (5) of subdivision (c) of Section 34179.5.

(b) The successor agency shall prepare a long-range property management plan that addresses the disposition and use of the real properties of the former redevelopment agency. The report shall be submitted to the oversight board and the Department of Finance for approval no later than six months following the issuance to the successor agency of the finding of completion.

(c) The long-range property management plan shall do all of the following:

(1) Include an inventory of all properties in the trust. The inventory shall consist of all of the following information:

(A) The date of the acquisition of the property and the value of the property at that time, and an estimate of the current value of the property.

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(B) The purpose for which the property was acquired.

(C) Parcel data, including address, lot size, and current zoning in the former agency redevelopment plan or specific, community, or general plan.

(D) An estimate of the current value of the parcel including, if available, any appraisal information.

(E) An estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds.

(F) The history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts.

(G) A description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency.

(H) A brief history of previous development proposals and activity, including the rental or lease of property.

(2) Address the use or disposition of all of the properties in the trust. Permissible uses include the retention of the property for governmental use pursuant to subdivision (a) of Section 34181, the retention of the property for future development, the sale of the property, or the use of the property to fulfill an enforceable obligation. The plan shall separately identify and list properties in the trust dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation. With respect to the use or disposition of all other properties, all of the following shall apply:

(A) If the plan directs the use or liquidation of the property for a project identified in an approved redevelopment plan, the property shall transfer to the city, county, or city and county.

(B) If the plan directs the liquidation of the property or the use of revenues generated from the property, such as lease or parking revenues, for any purpose other than to fulfill an enforceable obligation or other than that specified in subparagraph (A), the proceeds from the sale shall be distributed as property tax to the taxing entities.

(C) Property shall not be transferred to a successor agency, city, county, or city and county, unless the long-range property management plan has been approved by the oversight board and the Department of Finance.

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SEC. 36. The Legislature finds and declares as follows:

(a) Certain provisions of Assembly Bill 26 of the 2011–12 First Extraordinary Session of 2011 (Ch. 5, 2011–12 First Ex. Sess.) are internally inconsistent, or uncertain in their meaning, with regard to the calculation of the amount to be paid by a county auditor-controller from the Redevelopment Property Tax Trust Fund to meet passthrough payment obligations to local agencies and school entities.

(b) Consistent with the statement in Section 34183 of the Health and Safety Code, as added by the measure identified in subdivision (a), that the provisions of that section are to apply "[n]otwithstanding any other law," it was the intent of the Legislature in enacting that measure that the amount of the passthrough payments that are addressed by that section be determined in the manner specified by paragraph (1) of subdivision (a) of Section 34183 of the Health and Safety Code, and that the amount so calculated not be reduced or adjusted pursuant to the operation of any other provision of that measure.

SEC. 37. If any provision of this act or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this act which can be given effect without the invalid provision or application and to this end, the provisions of this act are severable.

SEC. 38. There is hereby appropriated up to twenty-two million dollars ($22,000,000) from the General Fund, for allocation to departments by the Director of Finance in furtherance of the objectives of this act. Up to two million dollars ($2,000,000) of this amount may be allocated to the Director of the Trial Court Trust Fund for allocation by the Administrative Office of the Courts to the Superior Court of California, County of Sacramento for work associated with Part 1.85 (commencing with Section 34170) of Division 24 of the Health and Safety Code. An allocation of funds approved by the Director of Finance under this item shall become effective no sooner than 30 days after the director files written notification thereof with the Chairperson of the Joint Legislative Budget Committee, and the chairpersons of the fiscal committees in each house of the Legislature, or no sooner than any lesser time the chairperson of the joint committee, or his or her designee, may in each instance determine.

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1 *SEC. 39. No reimbursement is required by this act pursuant*
2 *to Section 6 of Article XIII B of the California Constitution because*
3 *this act provides for offsetting savings to local agencies or school*
4 *districts that result in no net costs to the local agencies or school*
5 *districts, within the meaning of Section 17556 of the Government*
6 *Code.*
7 *SEC. 40. This act is a bill providing for appropriations related*
8 *to the Budget Bill within the meaning of subdivision (e) of Section*
9 *12 of Article IV of the California Constitution, has been identified*
10 *as related to the budget in the Budget Bill, and shall take effect*
11 *immediately.*
12 ~~SECTION 1. It is the intent of the Legislature to enact statutory~~
13 ~~changes relating to the Budget Act of 2012.~~

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APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council acting in their capacity as City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: August 28, 2012

TITLE: RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING PROPOSED ADMINISTRATIVE BUDGET FOR THE PERIOD OF JANUARY 1, 2013 TO JUNE 30, 2013

RECOMMENDED ACTION

Staff recommends that the City Council acting in their capacity as Board Members as City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley:

1. Adopt Resolution No. 2012-72 approving the proposed Administrative Budget for the period of January 1, 2013 to June 30, 2013;

2. Authorize the Executive Director or his designee to make modifications to the Schedule; and

3. Authorize the transmittal of the proposed Administrative Budget (Exhibit "A") to the Oversight Board for review and approval.

BACKGROUND

The City of Moreno Valley is the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley pursuant to Part 1.85 of Division 24 of the Health and Safety Code. As Successor Agency, the City is responsible for winding down the

affairs of the redevelopment agency including preparing a proposed administrative budget for the six-month period, and submits to the Oversight Board for approval.

The Administrative Budget is to include: (1) estimated amounts for successor agency administrative costs for the six-month fiscal period; (2) proposed sources of payment for the items identified in item (1); and (3) proposals for arrangements for administrative and operations services provided by a city or other entity.

DISCUSSION

The Successor Agency and the Oversight Board are required to adopt administrative budget for the six month period in order to designate the administrative allowance amount to be funded from the distribution of property tax revenues.

Upon approval by the Successor Agency, the proposed administrative budget will be transmitted to the Oversight Board for consideration and approval on August 29, 2012.

SUMMARY

As Successor Agency, the City is responsible for winding down the affairs of the redevelopment agency including disposing of its assets; making payments and performing other obligations, as well as preparing an administrative budget of the Successor Agency. The proposed Administrative Budget for the period of January 1, 2013 to June 30, 2013 will provide the funding for the administrative and operations services for the period.

NOTIFICATION

No public notice is required prior to the City Council taking action on this item. However, the agenda for the meeting during which this item may be considered has been posted in the three locations that have been designated for the posting of City Council agendas.

ALTERNATIVES

1. Adopt the attached resolution, which approves the proposed Administrative Budget the period of January 1, 2013 to June 30, 2013, authorizing the Executive Director or his designee to make modifications thereto, and authorizing the transmittal of the certified Schedule to the Oversight Board for review and approval. *Staff recommends this alternative because it allows the City serving as the Successor Agency to make required debt service payments in accordance with the State legislation.*

2. Decline to adopt the attached resolution which would not allow the City, acting as the Successor Agency, to maintain the operations, and fulfill debt obligations of the former RDA as required by law. *Staff does not recommend this alternative.*

FISCAL IMPACT

The Successor Agency has incurred and will incur administrative expenses in the preparation of the materials being presented to the Oversight Board. The Successor Agency will request from to the County-Auditor Controller the costs related to administration of the Successor Agency. The Administrative Budget, as prepared by Successor Agency staff, reflects the current estimates for anticipated costs in the views of Successor Agency staff. Costs are as estimated in the proposed Administrative Budget submitted with this report.

ATTACHMENTS/EXHIBITS

Attachment A - Resolution No. 2012-72
Exhibit A - Proposed Administrative Budget for January 1, 2013 through June 30, 2013.

Prepared By:
Annie Clark
Sr. Financial Analyst

Department Head Approval:
Barry Foster
Community & Economic
Development Director

Concurred by:
Dante Hall
Redevelopment & Neighborhood Programs Administrator

Concurred by:
Richard Teichert
Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2012-72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY SERVING AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE PROPOSED ADMINISTRATIVE BUDGET AND AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO MAKE MODIFICATIONS THERETO

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley ("Agency") is a community redevelopment agency organized and existing under the California Community Redevelopment Law, Health and Safety Code Sections 33000, *et seq.* ("CRL") and has been authorized to transact business and exercise the powers of a redevelopment agency pursuant to action of the City Council ("City Council") of the City of Moreno Valley ("City"); and

WHEREAS, the Agency was established pursuant to the Redevelopment Law. The Agency was activated on February 18, 1986, by City Ordinance No. 50. The City Council adopted and approved the Redevelopment Plan for the Project Area by Ordinance 87-154 of the City on December 29, 1987 (the "Original Plan"), as subsequently amended by Ordinance No. 448 of the City adopted January 10, 1995, Ordinance No. 556 of the City adopted December 14, 1999, and Ordinance No. 732 adopted December 19, 2006 (as so amended, the "Amended Redevelopment Plan", the area of which is referred to herein as the "Project Area"); and

WHEREAS, Parts 1.8, 1.85 and 1.9 of Division 24 of the Health and Safety Code were added to the CRL by ABX1 26 and ABX1 27, which measures purport to become effective immediately. ABX1 26 and ABX1 27, which are trailer bills to the 2011-12 budget bills, were approved by both houses of the Legislature on June 15, 2011 and signed by the Governor on June 28, 2011; and

WHEREAS, Part 1.85 of the CRL ("Part 1.85") provides for the statewide dissolution of all redevelopment agencies, including the Agency, as of October 1, 2011 (which dated has been deemed to be February 1, 2012 pursuant to a decision by the California Supreme Court), and provides that, thereafter, a successor agency to administer the enforceable obligations of the Agency and otherwise wind up the Agency's affairs, all subject to the review and approval by an oversight committee; and

WHEREAS, Part 1.8 of the CRL ("Part 1.8") provides for the restriction of activities and authority of the Agency in the interim period prior to dissolution to certain

"enforceable obligations" and to actions required for the general winding up of affairs, preservation of assets, and certain other goals delineated in Part 1.8; and

WHEREAS, in connection with the implementation of those provisions of ABX1 26, the Health and Safety Code Section 34177(j) provides, in part, that a Successor Agency is to "Prepare a proposed administrative budget and submit it to the oversight board for its approval", and that such administrative budget is to include: (1) estimated amounts for successor agency administrative costs for the upcoming six-month fiscal period; (2) proposed sources of payment for the items identified in item (1); and (3) proposals for arrangements for administrative and operations services provided by a city or other entity; and

WHEREAS, an oversight board, as provided under ABX1 26 ("Oversight Board") has been established for the former Agency;

WHEREAS, pursuant to ABX1 26 and the implementation thereof, the Sucessor Agency desires to adopt an administrative budget for the period covering January 1, 2013 through June 30, 2013 in the form submitted herewith. The proposed administrative budget is attached hereto, marked as Exhibit "A" and are incorporated herein by reference. By this resolution, the City Council, on behalf of the Successor Agency, approves and authorizes the transmittal of the proposed administrative budget to the Oversight Board;

WHEREAS, given the adoption of ABX1 26, the City Council, on behalf of the City acting in its capacity as Successor Agency to the Agency, has duly considered this Resolution and has determined that the adoption of this Resolution is in the best interests of the City, in its capacity as Successor Agency to the Agency, and the health, safety, and welfare of the residents of the City, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, SERVING AS THE SUCCESSOR AGENCY, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The foregoing recitals are incorporated into this resolution by this reference, and constitute a material part of this resolution.

Section 2. That Proposed Administrative Budget (Exhibit "A") is approved for the above-referenced period, together with such augmentation, modification, additions or revisions as the Executive Director of the Successor Agency or his designee may make thereto.

Section 3. The City Clerk shall cause the proposed administrative budget to be transmitted to the Oversight Board.

Section 4. This Resolution shall be effective immediately upon adoption.

Section 5. The City Clerk shall certify to the adoption of this resolution.

APPROVED AND ADOPTED this 28th day of August, 2012.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of the Successor Agency

ATTEST:

_____
City Clerk

APPROVE AS TO FORM:

_____
City Attorney

Resolution No. 2012-72
Date Adopted: August 28, 2012

Resolution Jurat

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-72 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 10th day of April, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

City Clerk

Resolution No. 2012-72
Date Adopted: August 28, 2012

SUCESSOR AGENCY ADMINISTRATIVE BUDGET

79110

Obj. Acct	Sub	Account Description	Period Covering July-December 2012
6100		SALARIES AND BENEFITS	
6110		SALARIES	
6111		Salaries/Exempt	$ 49,201
6114		Salaries/Non-exempt	$ 10,359
6116		Salaries/Part-time	$ 4,380
6111		Salaries Other Staff (temp assigned)	$ 65,427
6124		BENEFITS	$ 17,622
6134		Retirement Plan	$ 271
6136		Annuity Program	$ 903
6138		Medicare Insurance	$ 11,383
6144		Benefit Bank	$ 383
6145		Group Life Insurance	$ 602
6146		ST/ LT Disability	$ 985
6147		Add 2, 4, 6% Mgmt Package	$ 1,500
6150		Workers Compensation	$ 4,000
		SALARIES AND BENEFITS	**$ 167,015**
6253		Audit Services	$ 12,000
6255		Other Profess. Services	$ 25,000
6311		Office Supplies	$ 2,500
6313		Printed Supply	$ 1,430
		OPERATING COSTS	**$ 40,930**
		TOTALS	**$ 207,945**

EXHIBIT A

		ROA & Neighborhood Administrator	Sr. Financial Analyst	Sr. Admin Assistant	Sr. Office Assistant	Staff - Temp assigned	Operating Costs	Total		July-Dec 2012 ROPS	Jan-June 2013 ROPS
	Salary Allocation	40%	80%	40%	50%						
	SALARIES										
6111	Salaries/Exempt	37,184	61,218					$ 98,402		$ 49,201	$ 49,201
6114	Salaries/Non-exempt			20,718				$ 20,718		$ 10,359	$ 10,359
6116	Salaries/Part-time				8,759			$ 8,759		$ 4,380	$ 4,380
6111	Salaries Other Staff					154,539		$ 154,539		$ 89,112	$ 65,427
6124	Retirement Plan	10,997	18,112	6,135				$ 35,244		$ 17,622	$ 17,622
6136	Annuity Program	180	362					$ 542		$ 271	$ 271
6138	Medicare Insurance	550	906	350				$ 1,806		$ 903	$ 903
6144	Benefit Bank	5,692	11,382	5,691				$ 22,765		$ 11,383	$ 11,383
6145	Group Life Insurance	238	394	134				$ 766		$ 383	$ 383
6146	ST/ LT Disability	376	619	209				$ 1,204		$ 602	$ 602
6147	Add 2, 4, 6% Mgmt Package	743	1,226					$ 1,969		$ 985	$ 985
6,150	Workers Compensation							$ 3,000		$ 1,500	$ 1,500
6,155	Accrued Benefit Liabilities							$ 4,000			$ 4,000
								$ 353,714	**Salaries/Ben**	**$ 186,700**	**$ 167,015**
6253	Audit Services						16,000	$ 16,000		$ 4,000	$ 12,000
6255	Other Profess. Services						70,000	$ 70,000		$ 45,000	$ 25,000
6311	Office Supplies						5,000	$ 5,000		$ 2,500	$ 2,500
6313	Printed Supply						2,800	$ 2,800		$ 1,370	$ 1,430
								$ 93,800	**Operating Costs**	**$ 52,870**	**$ 40,930**
	TOTAL	$ 55,960	$ 94,219	$ 33,237	$ 8,759	$ 154,539	$ 93,800	$ 447,514	**Total**	**$ 239,570**	**$ 207,945**

MV00173991

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council acting in its capacity as the Legislative Body for Community Facilities District No. 7

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: August 28, 2012

TITLE: TERMINATION OF AUTHORITY TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 7, IMPROVEMENT AREA NO. 2 OF THE CITY OF MORENO VALLEY

RECOMMENDED ACTION

Staff recommends that the City Council, acting as the legislative body of Community Facilities District No. 7 of the City of Moreno Valley approve Resolution No. 2012-73 terminating the authority to annex territory to CFD No. 7, Improvement Area No. 2.

ADVISORY COMMITTEE RECOMMENDATION

NA

BACKGROUND

On April 8, 2008, the City Council approved the Acquisition/Financing Agreement ("Agreement") among the City of Moreno Valley ("City"), acting on behalf of itself and Community Facilities No. 7 ("CFD No. 7" or "District") and FR/CAL Moreno Valley, LLC., First Industrial L.P., and FR/CAL Indian Avenue LLC. The Agreement sets forth the legal obligations among all parties regarding their participation in the formation of CFD No. 7, land use entitlements, description of the improvements to be acquired by the City, general guidelines for the construction bidding process, method of payments and ownership/transfers of the public improvements to the City of Moreno Valley and to Riverside County Flood Control District and Water Conservation District ("RCFCD").

On May 13, 2008, the City Council adopted the following resolutions for CFD No. 7:

- Resolution No. 2008-50 to approve the Boundary map showing the boundaries of CFD No. 7;
- Resolution No. 2008-51 to declare the intention to form the District and authorization to levy a special tax to finance the acquisition and construction of certain public improvements;
- Resolution No. 2008-52 to declare the necessity to incur a bonded indebtedness to be secured by special taxes to pay for the acquisition and construction of the defined public improvements;
- Resolution No. 2008-53 adopting a map showing the boundaries of territory proposed to be annexed in the future to CFD No. 7; and
- Resolution No. 2008-54 declaring intention to provide for future annexation of territory to CFD No. 7.

On June 24, 2008, the City Council conducted the Public Hearing and took the following actions:

- Approved and adopted Resolution No. 2008-82 forming and establishing Community Facilities District No. 7 of the City of Moreno Valley, designating improvement areas therein and authorizing submittal of the levy of special taxes within each improvement area;
- Approved and adopted Resolution No. 2008-83 determining the necessity to incur a bonded indebtedness for each improvement area of Community Facilities District No. 7 of the City of Moreno Valley;
- Approved and adopted Resolution No. 2008-84 declaring the results of a special election in such community facilities district;
- Approved and adopted Resolution No. 2008-85 authorizing the annexation of territory in the future to Community Facilities District No. 7 of the City of Moreno Valley; and
- Introduced Ordinance No. 777 authorizing the levy of a special tax in Improvement Area Nos. 1, 2, and 3 of such community facilities district.

A Joint Community Facilities Agreement ("RCFCD JCFA") among the City of Moreno Valley, FR/CAL Moreno Valley, LLC., First Industrial L.P., and FR/CAL Indian Avenue LLC., and the RCFCD was entered into on September 1, 2009. The RCFCD JCFA provides specific requisites, among others, regarding the construction of the improvements, acquisition of the flood control facilities, maintenance, and indemnification stipulation for the property owners, the City, and RCFCD.

At the June 24, 2008, Public Hearing, City Council conducted the special election and formed CFD No. 7 to allow the property owner to finance public improvements through the issuance of CFD bonds. Ordinance No. 777 was introduced authorizing the levy of a special tax in CFD No. 7 to provide funding for any future bond issuance.

DISCUSSION

In an initial request submitted to the City on April 18, 2011, First Industrial L.P. ("Property Owner") the sole property owner within Improvement Area No. 2, expressed the desire to initiate proceedings to dissolve Improvement Area No. 2 of CFD No. 7. The executed Request for and Consent to Dissolution was received by the City on March 21, 2012. As part of the request, the Property Owner has requested the dissolution of Improvement Area No. 2 along with the filing of an Amended Notice of Special Tax Lien to remove any special tax liens from the properties located within Improvement Area No. 2. No Bonds have been issued for Improvement Area No. 2 and no special taxes have been levied by the City.

On May 22, 2012, the City Council introduced Ordinance 846 dissolving CFD No. 7, Improvement Area No. 2. The adoption of the resolution will terminate the authority to annex territory to Community Facilities District No. 7, Improvement Area No. 2 and complete the dissolution of the Improvement Area No. 2.

ALTERNATIVES

1. **Approve** a resolution terminating the authority to annex territory to Community Facilities District No. 7, Improvement Area No. 2. *Terminating the authority to annex territory to Improvement Area No. 2 is the last step in the dissolution of Improvement Area No. 2.*

2. **Do not approve** and adopt the proposed resolution. *This alternative may delay the development of the property.*

FISCAL IMPACT

There is no General Fund impact by the City Council's adoption of the resolution. The property owner shall continue to be responsible for cost related to the dissolution of Improvement Area No. 2 and the installation of any improvements as required through their conditions of approval.

CITY COUNCIL GOALS

Public Facilities and Capital Projects
The dissolution of the Improvement Area No. 2 will allow the property owner to fund the development of the necessary public improvements through alternative financing methods, once the special tax liens have been removed.

SUMMARY

In 2008, at the request of the property owners within CFD No. 7, the City Council adopted the necessary resolutions for the formation of CFD No. 7, Improvement Area Nos. 1, 2, and 3. The City Council also adopted Ordinance 777 authorizing the levy of a

special tax within CFD No. 7. In March 2012, the Property Owner for parcels located within Improvement Area No. 2 submitted an executed Request for and Consent to Dissolution to initiate proceedings to dissolve Improvement Area No. 2 of the CFD. The adoption of the resolution will complete the dissolution of Improvement Area No. 2 of the CFD.

NOTIFICATION

N.A.

ATTACHMENTS

Attachment 1: A Resolution of the City Council of the City of Moreno Valley, California, acting as the legislative body of Community Facilities District No. 7 of the City of Moreno Valley, terminating the authority to annex territory to Community Facilities District No. 7 for Improvement Areas No. 2

Attachment 2: Property Owner Request for and Consent to the Dissolution

Attachment 3: Map of the Boundaries of Future Annexation Area of Community Facilities District No. 7 for Improvement Areas No. 1, 2, and 3

Attachment 4: CFD No. 7 Report

Prepared by:
Marshall Eyerman,
Special Districts Program Manager

Department Head Approval:
Ahmad R. Ansari, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace Cassel,
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2012-73

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 7 OF THE CITY OF MORENO VALLEY, TERMINATING THE AUTHORITY TO ANNEX TERRITORY IN THE FUTURE TO IMPROVEMENT AREA NO. 2 OF SUCH COMMUNITY FACILITIES DISTRICT

WHEREAS, the City Council of the City of Moreno Valley, California (the "City Council"), previously declared its intention, conducted proceedings and held a public hearing relating to the authorization to annex territory in the future to Community Facilities District No. 7 of the City of Moreno Valley (the "District") and the improvement areas designated therein as Improvement Area No. 1, Improvement Area No. 2 and Improvement Area No. 3 (each, an "Improvement Area" and collectively, the "Improvement Areas") pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Mello-Roos Act"), and specifically Article 3.5 thereof, to finance the proportionate share of the cost of the acquisition or construction of certain flood control facilities allocable to the territory authorized to be annexed in the future to each Improvement Area; and

WHEREAS, on June 24, 2008, following such public hearing, the City Council, acting as the legislative body of the District, adopted its Resolution No. 2008-85 authorizing the annexation in the future of territory to the District and the Improvement Areas, including Improvement Area No. 2 ("Resolution No. 2008-85"); and

WHEREAS, the territory proposed to be annexed in the future to the District and the Improvement Areas thereof is shown on a map approved by the City Council designated as "Map of Proposed Boundaries of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California" (the "Future Annexation Map"), a copy of which was filed in the Office of the County Recorder of the County of Riverside on May 16, 2008, as Instrument No. 2008-0265596, in Book 73, at Pages 9 through 11 of the Book of Maps of Assessment and Community Facilities Districts for the County of Riverside; and

WHEREAS, First Industrial, L.P., the current owner of all of the property within Improvement Area No. 2 (the "Owner") of the District, has, on behalf itself and the Owners' members, successors and/or assigns, requested that the City Council undertake proceedings pursuant to the Mello-Roos Act to dissolve Improvement Area No. 2 and thereby terminate the authority of the District to levy special taxes within Improvement Area No. 2 in order to finance the acquisition or construction the flood control facilities required as a condition of approval of the properties located within Improvement Area No. 2 (the "Improvement Area No. 2 Flood Control Facilities"); and

WHEREAS, pursuant to such request the City Council did undertake such proceedings and did enact Ordinance No. 846 dissolving Improvement Area No. 2; and

WHEREAS, as a result of the termination of the authority of the District to levy special taxes within Improvement Area No. 2 to finance the acquisition or construction of the Improvement Area No. 2 Flood Control Facilities, the City Council finds and determines that it would be appropriate to terminate the authority of the District to annex in the future the territory specified in the Future Annexation Map to be annexed to Improvement Area No. 2.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 7 OF THE CITY OF MORENO VALLEY, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Recitals. The above recitals are all true and correct.

SECTION 2. Termination of Authority to Annex Territory in the Future. The authority of the District to annex territory in the future to Improvement Area No. 2 pursuant to Article 3.5 of the Mello-Roos Act as approved by Resolution No. 2008-85 is hereby terminated. The termination of such authority shall in no way terminate or modify in any way whatsoever any obligation to construct or contribute to the cost of constructing flood control facilities heretofore or hereafter imposed on any such territory as a condition of approval of the development of such territory.

SECTION 3. Remaining Terms and Conditions of Resolution No. 2008-85. The remaining terms and conditions of Resolution No. 2008-85 shall remain in full force and effect.

SECTION 4. Effective Date. This Resolution shall become effective upon its adoption.

APPROVED AND ADOPTED this 28 day of August, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Resolution No. 2012-73
Date Adopted: August 28, 2012

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-73 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 28th day of August, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

CITY OF MORENO VALLEY
COMMUNITY FACILITIES DISTRICT NO. 7

REQUEST FOR AND CONSENT TO DISSOLUTION OF IMPROVEMENT AREA NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 7 OF THE CITY OF MORENO VALLEY AND ACKNOWLEDGEMENT AND WAIVER RELATED THERETO

TO: CITY COUNCIL
CITY OF MORENO VALLEY, CALIFORNIA

The undersigned does hereby CERTIFY under penalty of perjury, that the following statements are all true and correct:

PROPERTY OWNER ACKNOWLEDGEMENT AND REQUEST

1. The undersigned is a duly authorized representative of First Industrial, L.P. (the "Owner"), a Delaware limited liability company, the owner of that certain real property identified in Attachment A attached hereto and incorporated herein by this reference ("Owner's Property"), and is legally authorized to make the representations and the request, give the acknowledgments and the consents and provide the waivers contained herein on behalf of the Owner.

2. Owner has been informed and is aware of and understands that:

(a) In 2008 the City Council of the City of Moreno Valley (the "City"), acting pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (California Government Code Section 53311 and following) (the "Mello-Roos Act"), formed a community facilities district designated as Community Facilities District No. 7 ("CFD No. 7") and designated three improvement areas therein designated as Improvement Area No. 1, Improvement Area No. 2 and Improvement Area No. 3 (each, an "Improvement Area" and collectively, the "Improvement Areas"). Improvement Area No. 2, one of the three improvement areas designated for CFD No. 7, encompasses the Owner's Property.

(b) CFD No. 7 is authorized to levy special taxes (the "Special Taxes") within boundaries of Improvement Area No. 2 pursuant to the rate and method of apportionment thereof as set forth in the Notice of Special Tax Lien attached as Attachment B hereto (the "Notice of Special Tax Lien") and to issue bonds in a principal amount not to exceed $3,500,000 to be secured by the levy of such Special Taxes (the "Improvement Area No. 2 Special Tax Bonds") for the purpose of financing certain facilities (the "Improvement Area No. 2 Improvements"). The Improvement Area No. 2 Improvements are described in Exhibit A to the Notice of Special Tax Lien. The Special Taxes have, however, never been levied within Improvement Area No. 2 and the Improvement Area No. 2 Special Tax Bonds have never been issued.

(c) The Owner and the City entered into the following agreements:

ATTACHMENT 2

(1) Amended and Restated Acquisition/Financing Agreement made and entered into by and among the City, on behalf of itself and CFD No. 7, and FR/Cal Moreno Valley, LLC, the Owner and FR/Cal Indian Avenue, LLC (the "AFA") which became effective on February 3, 2010;

(2) Joint Community Facilities Agreement by and among the City, the Riverside County Flood Control and Water Conservation District (the "Flood Control District"), FR/Cal Moreno Valley, LLC, the Owner and FR/Cal Indian Avenue, LLC, dated as of September 1, 2009 (the "JCFA"); and

(3) Area Drainage Plan Fee Agreement by and among the City, acting for and on behalf of itself and CFD No. 7; FR/Cal Moreno Valley, LLC; the Owner and FR/Cal Indian Avenue, LLC (the "ADP Agreement") which became effective on February 3, 2010; .

(d) Pursuant to the terms and conditions of the AFA, upon the formation of CFD No. 7 and the subsequent sale of the Improvement Area No. 2 Special Tax Bonds the proceeds of which are authorized to be utilized to acquire the Improvement Area No. 2 Improvements identified in Exhibit B-1 of the AFA and the Owner shall be entitled pursuant to the provisions of the AFA to be paid the Purchase Price (as defined in the AFA) for such Improvement Area No. 2 Improvements.

(e) Pursuant to the terms and conditions of the AFA and the JCFA, the Owner agrees to transfer to the Flood Control District each of the Improvement Area No. 2 Flood Control District Facilities (as defined in the JCFA) and CFD No. 7 agrees to pay the Purchase Price (as defined in the JCFA) for such Improvement Area No. 2 Flood Control District Facilities. The JCFA further provides that the Purchase Price of such Improvement Area No. 2 Flood Control District Facilities is to be paid solely from the proceeds of the Improvement Area No. 2 Special Tax Bonds sold and issued by CFD No. 7 for Improvement Area No. 2 and CFD No. 7 shall not be obligated to pay to Owner the Purchase Price for any such Flood Control District Facilities except from the proceeds of such the Improvement Area No. 2 Special Tax Bonds.

(f) Pursuant to the terms and conditions of the ADP Agreement, Owner is entitled to receive a credit against the Local Component (as defined in the ADP Agreement) of the ADP Fees (as defined in the ADP Agreement) applicable to the Owner's Property as a result of the participation of the Owner's Property in CFD No. 7 to finance the acquisition of the Improvement Area No. 2 Flood Control Facilities (as defined in the ADP Agreement) and Owner's obligation to construct such Improvement Area No. 2 Flood Control Facilities.

3. Owner, on behalf of itself and its members, successors and/or assigns, hereby irrevocably requests that the City dissolve Improvement Area No. 2 and any liens established by the recordation of the Notice of Special Tax Lien (the "Dissolution Request").

4. In making the Dissolution Request, the Owner, on behalf of itself and its members, successor and/or assigns:

(a) voluntarily and knowingly waives any and all Owner's rights and benefits to which Owner may be contractually entitled pursuant to the AFA including, but not limited to, payment by the City and/or CFD No. 7, of the Purchase Price for the Improvement Area No. 2

Street Improvements, or any portion thereof, from the proceeds of the Improvement Area No. 2 Special Tax Bonds or the Special Taxes or any other source of funds of the City and/or CFD No. 7 ("Owner's AFA Waiver");

(b) voluntarily and knowingly waives any and all Owner's rights and benefits to which Owner may be contractually entitled pursuant to the AFA and the JCFA including, but not limited to, payment by the City, CFD No. 7 and/or the County, of the Purchase Price for the Improvement Area No. 2 Flood Control Improvements, or any portion thereof, from the proceeds of the Improvement Area No. 2 Special Tax Bonds or the Special Taxes or any other source of funds of the City, CFD No. 7 and/or the County ("Owner's JCFA Waiver");

(c) voluntarily and knowingly waives any and all Owner's rights and benefits to which Owner may be contractually entitled pursuant to the ADP Agreement, but not limited to, a receipt of a credit against the Local Component or any portion of the ADP Fees applicable to the Owner's Property as a result of the participation of the Owner's Property in CFD No. 7 to the date of dissolution of Improvement Area No. 2 (the "Owner's ADP Agreement Waiver" and together with the Owner's AFA Waiver and the Owner's JCFA Waiver, the "Owner's Waivers");

(d) voluntarily and knowingly waives the obligation, if any, of the City and/or CFD No. 7 to issue the Improvement Area No. 2 Special Tax Bonds or to levy the Special Taxes within CFD No. 7;

(e) voluntarily and knowingly waives any protest, complaint or legal action of any nature whatsoever against the City and/or CFD No. 7 pertaining to the dissolution of Improvement Area No. 2 and any liens established by the recordation of the Notice of Special Tax Lien, the failure to issue the Improvement Area No. 2 Special Tax Bonds or to levy the Special Taxes, or any combination thereof.

(f) acknowledges and understands that the making of this Dissolution Request and the provision of Owner's Waivers and the subsequent dissolution of Improvement Area No. 2 and the dissolution of any liens established by the recordation of the Notice of Special Tax Lien, does not in any way whatsoever absolve, terminate, extinguish, reduce or otherwise modify the obligation of the Owner or any successor or assign of the Owner as the owner of the Owner's Property to construct the public improvements required by the City, the County or any other public agency as a condition of approval of the development of the Owner's Property.

5. Owner has had a reasonable opportunity to consult with and to be advised by Owner's legal counsel regarding the matters contained in this document and the attachments hereto.

This REQUEST FOR AND CONSENT TO DISSOLUTION OF IMPROVEMENT AREA NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 7 AND ACKNOWLEDGEMENT AND WAIVER was executed this 6th day of March, 2012 in EL SEGUNDO, California.

First Industrial, L.P., a Delaware limited liability company

By First Industrial Realty Trust, Inc., a Maryland corporation and its sole general partner

By: [signature]

Name: JEFFREY S. EVANS

Its: Operations Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles

On 3/6/12 (Date) before me, Linda M. Bauer, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Jeffrey S. Evans (Name(s) of Signer(s)),

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

LINDA M. BAUER
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1951453
LOS ANGELES COUNTY
My Comm. Exp. Oct 7, 2015

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

WITNESS my hand and official seal.

Signature Linda M. Bauer (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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ATTACHMENT A

DESCRIPTION OF OWNER'S PROPERTY

Owner's Property is that real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

Assessor's Parcel No.

316-200-003

316-200-009

316-200-010

316-200-011

316-200-012

316-200-013

316-200-014

316-200-018

316-200-028

316-200-029

ATTACHMENT B

NOTICE OF SPECIAL TAX LIEN

DOC # 2008-0371941
07/08/2008 08:00A Fee:58.00
Page 1 of 17
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

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WHEN RECORDED, RETURN TO:

CITY CLERK
City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

59
C
010

NOTICE OF SPECIAL TAX LIEN
COMMUNITY FACILITIES DISTRICT NO. 7 OF
THE CITY OF MORENO VALLEY
IMPROVEMENT AREA NO. 2

Pursuant to the requirements of Section 3114.5 of the Streets and Highways Code and Section 53328.3 of the Government Code, the undersigned CITY CLERK of the CITY OF MORENO VALLEY, acting on behalf of COMMUNITY FACILITIES DISTRICT NO. 7 (the "District"), HEREBY GIVES NOTICE that a lien is hereby imposed on taxable property within Improvement Area No. 2 of the District to secure payment of a special tax which the City Council of the City of Moreno Valley, County of Riverside (the "County"), State of California, is authorized to annually levy for the following purpose:

> To pay directly for the types of facilities described in Exhibit A attached hereto and incorporated herein by this reference, to pay debt service on bonds issued to finance the acquisition or construction of such public facilities, to replenish any reserve fund established for such bonds, and to pay the costs of administering such bonds and the District.

The special tax is authorized to be levied within Improvement Area No. 2 of the District and the lien of the special tax is a continuing lien which shall secure each annual levy of the special tax and which shall continue in force and effect until the special tax obligation is prepaid, permanently satisfied and canceled in accordance with law or until the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Government Code.

The rate and method of apportionment of the authorized special tax is as shown on the attached referenced and incorporated Exhibit "B." The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ad valorem taxes; provided, however, the District may utilize a direct billing procedure for any special taxes that cannot be collected on the County tax roll or may, by resolution, elect to collect the special taxes at a different time or in a different manner if necessary to meet its financial obligations. Conditions under which the obligation to pay the

special tax may be prepaid and permanently satisfied and the lien of the special tax canceled are set forth in Exhibit "B."

Notice is further given that upon the recording of this notice in the Office of the County Recorder, the obligation to pay the special tax levy shall become a lien upon all non-exempt real property within Improvement Area No. 2 of the District in accordance with Section 3115.5 of the Streets and Highways Code.

The (a) names of the owner(s) of the real property included within Improvement Area No. 2 of the District as they appear on the last secured assessment roll as of the date of recording of this Notice and (b) the Assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included within the District are as set forth on the attached, referenced and incorporated Exhibit "C."

Reference is made to the boundary map of the District recorded on May 16, 2008 at Book 73, Pages 6-8, Document No. 2008-0265595 of Maps of Assessment and Community Facilities Districts in the Office of the County Recorder for the County of Riverside, State of California, which map is now the final boundary map of the District.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the following designated person:

SPECIAL DISTRICTS DIVISION,
PUBLIC WORKS DEPARTMENT
CITY OF MORENO VALLEY
14325 FREDERICK STREET, SUITE 9
MORENO VALLEY, CA 92553
(951) 413-3480

DATED: 7/8/08

Jane Halstead
CITY CLERK
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

COMMUNITY FACILITIES DISTRICT NO. 7
OF THE CITY OF MORENO VALLEY
IMPROVEMENT AREA NO. 2
NOTICE OF SPECIAL TAX LIEN
EXHIBIT A

DESCRIPTION OF FACILITIES
(IMPROVEMENT AREA NO. 2)

The Facilities proposed to be financed by the District within Improvement Area No. 2 include the following:

Improvement Area No. 2 Improvements:

Facilities to be financed from the proceeds of Bonds issued for Improvement Area No. 2 (the "Improvement Area No. 2 Improvements") include the following subject to modification based upon the City's final conditions of approval of the Improvement Area No. 2 Street Improvements or the final approval of the plans and specifications therefore or the Flood Control District's final conditions of approval of the Improvement Area No. 2 Flood Control Facilities or the final approval of the plans and specifications therefor:

Improvement Area No. 2 Flood Control Facilities: the Master Plan storm drain facilities identified as Perris Valley Laterals B-1 and B-1.2, including all appurtenant box culverts and laterals.

Improvement Area No. 2 Street Improvements:

Nandina Avenue to First Industrial Property Line - The components of this Street Improvement will include but not be limited to curb and gutter, sidewalk, structural section and paving of roadways, street lighting, striping, signage, ADA ramps, drive aprons, local depressions and catch basins.

COMMUNITY FACILITIES DISTRICT NO. 7
OF THE CITY OF MORENO VALLEY
IMPROVEMENT AREA NO. 2
NOTICE OF SPECIAL TAX LIEN
EXHIBIT B

RATE AND METHOD OF APPORTIONMENT
OF SPECIAL TAX
IMPROVEMENT AREA NO. 2

(see attached)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

IMPROVEMENT AREA NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 7 OF THE CITY OF MORENO VALLEY

A special tax as hereinafter defined shall be levied on and collected within Improvement Area No. 2 of Community Facilities District No. 7 of the City of Moreno Valley ("IA No. 2") each Fiscal Year commencing in Fiscal Year 2008-2009, in an amount determined by the City Council of the City of Moreno Valley through the application of the appropriate Special Tax for "Developed Property," "Undeveloped Property," "Provisional Property," and "Taxable Public Property" as described below. All of the real property within IA No. 2, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map, or other recorded instrument. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560. The minimum Acreage of Taxable Property is determined in accordance with Section I.

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

"Administrative Expenses" means any actual ordinary and necessary expense of the City, or designee thereof or both, to carry out the administration of IA No. 2 related to the determination of the amount of the levy of Special Taxes, the collection of Special Taxes, including the expenses of collecting delinquencies and pursuing foreclosures, the administration of Bonds, the payment of a proportional share of salaries and benefits of any City employee whose duties are related to the administration of IA No. 2, fees and expenses for counsel, audits, or other amounts needed to pay rebate to the federal government with respect to the Bonds, costs related to complying with continuing disclosure requirements pursuant to applicable federal and state securities law, costs associated with responding to public inquiries regarding IA No. 2 or the Bonds, and costs otherwise incurred in order to carry out the administration of IA No. 2.

"Annexed Property" means Assessor's Parcels originally identified within the Future Annexation Area that have been annexed to IA No. 2.

"Assessor's Parcel" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel number within the boundaries of IA No. 2.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

"Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which the Special Tax has been pledged.

"Boundary Map" means the "Map of Proposed Boundaries of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California," filed May 16, 2008 in Book 73, Pages 6-8 of Maps of Assessments and Community Facilities Districts in the office of the County Recorder.

"Building Permit" means a permit for new construction for a non-residential structure. For purposes of this definition, "Building Permit" shall not include permits for construction or installation of retaining walls, utility improvements, or other such improvements not intended for human habitation.

"Calendar Year" means the period commencing January 1 of any year and ending the following December 31.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes for IA No. 2.

"CFD No. 7" means Community Facilities District No. 7 of the City of Moreno Valley established by the City under the Act.

"City" means the City of Moreno Valley.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 7, or its designee.

"County" means the County of Riverside.

"Developed Property" means all Assessor's Parcels of Taxable Property for which Building Permits were issued on or before June 1 preceding the Fiscal Year for which Special Taxes are being levied, provided that a Final Map for such Assessor's Parcels was recorded on or before January 1 of the prior Fiscal Year for which Special Taxes may be levied.

"Exempt Property" means all Assessor's Parcels within IA No. 2 which are exempt from the Special Taxes pursuant to law or Section I herein.

"Facilities" means those public facilities authorized to be funded by CFD No. 7 as set forth in the formation documents for CFD No. 7.

"Final Map" means a recorded final map, parcel map, or lot line adjustment, evidencing the subdivision of property pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.).

"Fiscal Year" means the period commencing on July 1 of any year and ending the following June 30.

"Future Annexation Area" means all Assessor's Parcels within the future annexation area of IA No. 2 as determined by reference to the boundary map entitled "Map of Proposed Boundaries of Future Annexation Area of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California," filed May 16, 2008 in Book 73, Pages 9-11 of Maps of Assessments and Community Facilities Districts in the office of the County Recorder.

"Goals and Policies" means the local goals and policies adopted by the City Council concerning the use of the Act that are in effect at the time of formation of CFD No. 7.

"Improvement Area No. 2" or "IA No. 2" means the area within CFD No. 7 designated as Improvement Area No. 2 by reference to the Boundary Map, as such area may be amended by the addition of Annexed Property.

"Indenture" means the indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"Maximum Special Tax" means the maximum Special Tax determined in accordance with Section C, which may be levied by CFD No. 7 in any Fiscal Year on an Assessor's Parcel of Taxable Property.

"Partial Prepayment Amount" means the amount required to prepay a portion of the Special Tax obligation for an Assessor's Parcel, as described in Section G.

"Prepayment Amount" means the amount required to prepay the Special Tax obligation in full for an Assessor's Parcel, as described in Section F.

"Proportionately" means, for Developed Property, the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor's Parcels of Developed Property. For Undeveloped Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property. For Provisional Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor's Parcels of Provisional Property. For Taxable Public Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor's Parcels of Taxable Public Property.

"Provisional Property" means all Assessor's Parcels identified under Section I, excluding Public Property, that are not classified as Exempt Property because such classification would reduce the total Acreage of all Taxable Property to less than 33.89 Acres.

"Public Property" means any property within the boundaries of IA No. 2 that is owned by or irrecoverably dedicated to the City, the federal government, the State of California, the County, or any other public agency.

"Special Tax" means the special tax authorized to be levied by CFD No. 7 pursuant to the Act to fund the Special Tax Requirement.

"Special Tax Requirement" means the amount required in any Fiscal Year for IA No. 2 to fund: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses, (iii) any amount required to establish or replenish any reserve funds established in association with the Bonds, (iv) any delinquencies in the payment of prior years Special Taxes, (v) a reasonable estimate of delinquencies expected to occur in the Fiscal Year in which the Special Tax will be levied, and (vi) the acquisition or construction of eligible Facilities, provided that the inclusion of such amount does not cause an increase in the levy of the Special Tax on Undeveloped Property, less (vii) any amount available to pay debt service or other periodic costs on the Bonds as reasonably determined by the CFD Administrator pursuant to the Indenture.

"Taxable Property" means all Assessor's Parcels that are not exempt from the Special Tax pursuant to law or the Rate and Method of Apportionment of Special Tax.

"Taxable Public Property" means all Assessor's Parcels defined as Public Property that are not classified as Exempt Property under Section I because such classification would reduce the total Acreage of all Taxable Property to less than 33.89 Acres.

"Trustee" means the trustee, fiscal agent, or paying agent under the Indenture.

"Undeveloped Property" means all Assessor's Parcels of Taxable Property, exclusive of Annexed Property, which are not classified as Developed Property, Taxable Public Property, or Provisional Property.

B. CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2008-2009, each Assessor's Parcel shall be classified as Taxable Property or Exempt Property. In addition, each Fiscal Year, each Assessor's Parcel of Taxable Property shall be further classified as Developed Property, Undeveloped Property, Provisional Property, or Taxable Public Property.

C. MAXIMUM SPECIAL TAXES

1. Taxable Property

Each Fiscal Year commencing in Fiscal Year 2008-2009, each Assessor's Parcel of Taxable Property, exclusive of Annexed Property, shall be subject to a Maximum Special Tax equal to $8,287 per Acre.

The Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall be recalculated as Assessor's Parcels within the Future Annexation Area are annexed to IA No. 2 of CFD No.7. Once Annexed Property exists within IA No. 2 of CFD No. 7, the Maximum Special Tax shall be recalculated as follows:

1) Calculate the total amount of Special Taxes that can be generated through the levy of the Maximum Special Tax, exclusive of Annexed Property, by multiplying the original Maximum Special Tax established for IA No. 2 ($8,287 per Acre) by the minimum taxable Acreage originally established for IA No. 2 as defined in Section I (33.89 Acres).

[$8,287 x 33.89 = $280,846]

2) Calculate the total amount of Special Taxes that can be generated by Annexed Property through the levy of the Maximum Special Tax for Annexed Property in accordance with Section C.2.

3) The new Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall equal the result calculated in Step 1, minus the result calculated in Step 2, and then by dividing such amount by the minimum taxable Acreage originally established for IA No. 2 (33.89 Acres).

[$280,846 - Step 2 result]/33.89 =

Maximum Special Tax per Acre for Taxable Property, exclusive of Annexed Property

2. Annexed Property

The Maximum Special Tax for Annexed Property shall be equal to the Maximum Special Tax set forth in Exhibit A.

D. Administrative Adjustments to the Maximum Special Tax

1. Prior to Issuance of Bonds

Prior to the issuance of the first series of Bonds, the CFD Administrator shall calculate the total tax burden for all Assessor's Parcels of Taxable Property, to determine whether or not any reductions are necessary to the Maximum Special Tax rate(s) identified herein in order to comply with the Goals and Policies. In calculating the total tax burden, the CFD Administrator shall (i) refer to the City's Goals and Policies, any market absorption study or price point analysis dated not earlier than 90 days prior to the date of issuance or other such date approved by the City, and any other document available to the City and/or CFD Administrator, and (ii) calculate the total tax burden considering the Maximum Special Tax rates and other governmental liens. The Maximum Special Tax set forth herein may be reduced if it is reasonably determined by the CFD Administrator and/or City, through review of available information related to IA No. 2, that the total tax burden against Taxable Property results in an amount that would reduce the marketability of the Bonds based on consultations with the City's underwriter, financial advisor, and/or other project team consultants engaged by the City. The City will have the final discretion regarding any reduction in the Maximum Special Tax rates identified herein.

If a mandatory Special Tax reduction is implemented, the amount of Bonds that may be issued will be recalculated and shall not exceed an amount in which the Maximum Special Taxes that could be levied on Taxable Property within IA No. 2 in each Fiscal Year, less Administrative Expenses for such Fiscal Year, shall provide no less than 110% coverage on the annual debt service on all Outstanding Bonds, as defined in Section F herein.

2. Subsequent to Issuance of Bonds

If, in any Fiscal Year after the City has issued the first series of Bonds, either (i) a Final Map is proposed to be recorded or (ii) an existing Final Map is proposed to be amended, that will result in a reduction of total Acreage of Taxable Property to less than 33.89 Acres, then a mandatory prepayment must be made in accordance with Sections F and G. The mandatory prepayment must be made by the landowners of those Assessor's Parcel(s) that are the subject of the proposed Final Map or the landowners of those Assessor's Parcel(s) that will be amended by the amended Final Map.

If a mandatory prepayment is required, the mandatory prepayment shall be paid as a requirement to record such new Final Map or amended Final Map.

E. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing in Fiscal Year 2008-2009 and for each subsequent Fiscal Year until terminated, the City Council shall levy Special Taxes on all Taxable Property until the total amount of Special Taxes levied equals the Special Tax Requirement in accordance with the following steps:

Step One: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Annexed Property and each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

Step Two: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

Step Three: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

Step Four: If additional monies are needed to satisfy the Special Tax Requirement after all previous steps have occurred, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

F. PREPAYMENT OF SPECIAL TAX

The following definitions apply to this Section F:

> **"Facilities Costs"** means either $1.73 million, expressed in 2008 dollars, which shall increase by the Construction Inflation Index on January 1, 2009, and on each January 1 thereafter, or such lower numbers as shall be determined either by (a) the CFD Administrator as sufficient to finance the Facilities, or (b) the City Council concurrently with a covenant that it will not issue any more CFD No. 7 Bonds secured by IA No. 2 (except refunding bonds) to be secured by Special Taxes levied under this Rate and Method of Apportionment.
>
> **"Construction Inflation Index"** means the annual percentage change in the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the Calendar Year, which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.
>
> **"Future Facilities Costs"** means the Facilities Costs minus that (a) portion of the Facilities Costs previously and actually funded (i) from the proceeds of all previously issued Bonds, (ii) from interest earnings on the Improvement Fund actually earned prior to the date of prepayment and (iii) directly from Special Tax revenues and (b) amount of the proceeds of all previously issued Bonds then on deposit in the Improvement Fund.
>
> **"Improvement Fund"** means a fund specifically identified in the Indenture to hold funds, which are currently available for expenditure to acquire or construct the Facilities.
>
> **"Outstanding Bonds"** means all previously issued Bonds secured by the levy of Special Taxes which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of the Maximum Special Tax.

The Special Tax obligation of an Assessor's Parcel of Taxable Property may be prepaid in full, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time that the Special Tax obligation would be prepaid. The Prepayment Amount for an Assessor's Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor's Parcel intending to prepay all or a part of the Special Tax obligation shall provide the City with written notice of intent to prepay, and within 10 business days of receipt of such notice, the City shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by CFD No. 7 in calculating the proper amount of a prepayment. Within 30 business days of receipt of such non-refundable deposit, the City shall notify such owner of the prepayment amount of such Assessor's Parcel. Prepayment must be made not less than 60 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given by the Trustee pursuant to the Indenture.

The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula (capitalized terms defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance
plus	Administrative Fee
less	Reserve Fund Credit
less	Capitalized Interest Credit
equals	Prepayment Amount

As of the date of prepayment, the Prepayment Amount shall be calculated as follows:

1. For an Assessor's Parcel of Taxable Property, compute the Maximum Special Tax applicable to such Assessor's Parcel.

2. For each Assessor's Parcel intending to prepay, divide the Maximum Special Tax computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Maximum Special Tax applicable to all Assessor's Parcels of Taxable Property, excluding the Maximum Special Taxes of any Assessor's Parcels for which the Special Tax obligation has been previously prepaid.

3. For each Assessor's Parcel intending to prepay, multiply the quotient computed pursuant to paragraph 2 by Outstanding Bonds. The product shall be the "Bond Redemption Amount," for such Assessor's Parcels, as applicable.

4. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds on the next available redemption date to be redeemed with the proceeds of the Bond Redemption Amount. This product is the "Redemption Premium."

5. If (a) all the Bonds authorized to be issued by CFD No. 7 for IA No. 2 have not been issued, and (b) the City Council has not restricted its ability to issue additional bonds in the future, then compute the Future Facilities Amount.

6. The "Future Facilities Amount" shall be calculated by multiplying the quotient computed pursuant to paragraph 2, by the amount if any, determined pursuant to paragraph 5. The product shall be the "Future Facilities Amount."

7. Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment has been received until the earliest redemption date for the Outstanding Bonds, taking into consideration the amount of Special Taxes levied on and paid for the Assessor's Parcel in the current Fiscal Year.

8. Compute the amount the CFD Administrator reasonably expects to be derived from the reinvestment of the Prepayment Amount less the Future Facilities Amount and Administrative Fee (defined in paragraph 10) until the earliest redemption date for the Outstanding Bonds.

9. Subtract the amount computed pursuant to paragraph 8 from the result computed pursuant to paragraph 7. This difference is the "Defeasance."

10. Estimate the administrative fees and expenses associated with the prepayment, including the costs of computation of the Prepayment Amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption. This amount is the "Administrative Fee."

11. Calculate the "Reserve Fund Credit" as the lesser of: (a) the expected reduction in the applicable reserve requirement, if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the applicable reserve fund on the prepayment date. Notwithstanding the foregoing, if the reserve fund requirement is satisfied by a surety bond or other instrument at the time of the prepayment, then no Reserve Fund Credit shall be given. Notwithstanding the foregoing, the Reserve Fund Credit shall in no event be less than $0.

12. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the quotient computed pursuant to step 2 by the expected balance in the capitalized interest fund after such first interest payment (the "Capitalized Interest Credit").

13. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance, and the Administrative Fee, less the Reserve Fund Credit and less the Capitalized Interest Credit.

With respect to the Special Tax obligation that is prepaid pursuant to this Section F, the City Council shall indicate in the records of CFD No. 7 that there has been a prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such prepayment to indicate the prepayment of the Special Tax obligation and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such Special Tax shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Special Tax that may be levied on Taxable Property, net of reasonably estimated annual Administrative Expenses, shall be at least 1.10 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

G. PARTIAL PREPAYMENT OF SPECIAL TAX

The Special Tax obligation of an Assessor's Parcel of Taxable Property may be partially prepaid, as calculated in this Section G, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax obligation would be prepaid.

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = (P_F - A) \times F + A$$

The terms above have the following meanings:

PP = the Partial Prepayment Amount.

P_F = the Prepayment Amount calculated according to Section F.

F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax obligation.

A = Administrative Fees calculated in Section F, step 10

With respect to any Assessor's Parcel that is partially prepaid, the City Council shall indicate in the records of CFD No. 7 that there has been a partial prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such partial prepayment of the Special Tax obligation, to indicate the partial prepayment of the Special Tax obligation and the partial release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Special Tax shall cease.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Tax that may be levied on Taxable Property after such partial prepayment, net of reasonably estimated annual Administrative Expenses, shall be at least 1.10 times the regularly scheduled annual interest and principal payments on all Bonds outstanding after such partial prepayment in each future Fiscal Year.

H. TERMINATION OF SPECIAL TAX

For each Fiscal Year that any Bonds are outstanding, the Special Tax shall be levied on all Assessor's Parcels of Taxable Property within IA No. 2 in accordance with Section E. If any delinquencies for the Special Tax remain uncollected prior to or after all Bonds are retired, the Special Tax may be levied to the extent necessary to reimburse CFD No. 7 for uncollected Special Taxes, but not later than the 2048-49 Fiscal Year.

I. EXEMPTIONS

The City shall classify as Exempt Property: (i) Public Property, (ii) Assessor's Parcels used or owned exclusively by a property owners' association, or (iii) Assessor's Parcels with public or utility easements, including Assessor's Parcels designated as open space or retention basin, making impractical their utilization for other purposes than those set forth in the easement, provided that such classification would not reduce the Acreage of all Taxable Property to less than 33.89 Acres. Public Property that cannot be classified as Exempt Property will be classified as Taxable Public Property and shall be subject to the Special Tax in accordance with Section E. All other Assessor's Parcels identified within this section that cannot be classified as Exempt Property will be classified as Provisional Property and will be subject to the Special Tax in accordance with Section E.

J. APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the City Manager of the City not later than twelve months after having paid the first installment of the Special Tax that is disputed. The CFD Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the CFD Administrator decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made (except for the last year of levy), but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

K. MANNER OF COLLECTION

The annual Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 7 may collect the Special Taxes at a different time or in a different manner if necessary to meet its financial obligations.

Exhibit A

IMPROVEMENT AREA NO. 2 OF CITY OF MORENO VALLEY CFD NO. 7 MAXIMUM SPECIAL TAX RATE FOR ANNEXED PROPERTY [1]

Year After Formation	Maximum Special Tax per Acre
1	$674
2	$681
3	$689
4	$697
5	$707
6	$718
7	$729
8	$742
9	$757
10	$773
11	$791
12	$812
13	$835
14	$862
15	$893
16	$928
17	$970
18	$1,019
19	$1,077
20	$1,148
21	$1,235
22	$1,345
23	$1,487
24	$1,678
25	$1,947
26	$2,352
27	$3,029
28	$4,386
29	$8,466

(1) The above Maximum Special Tax rates are based upon the assumed coupon rate of 7.50%, consistent with the other bonding assumptions. These rates will be adjusted based upon the final pricing of the bonds at issuance. Once property is annexed into the CFD, that property's Maximum Special Tax is fixed at the final adjusted amount per acre (after bond issuance) for the year after formation in which the property is annexed.

COMMUNITY FACILITIES DISTRICT NO. 7
OF THE CITY OF MORENO VALLEY
IMPROVEMENT AREA NO. 2
EXHIBIT C
NOTICE OF SPECIAL TAX LIEN

PROPERTY OWNER LIST

APN	OWNER
316-200-003	MICHAEL E MALCOM
316-200-009	M4 MANAGEMENT INC
316-200-010	M4 MANAGEMENT INC
316-200-011	GEORGE R ACOSTA
316-200-012	FR CAL NANDINA
316-200-013	MARTIN COVARRUBIAS & GALDINA COVARRUBIAS
316-200-014	GEORGE SCHOFHAUSER & JAY ANN SCHOFHAUSER
316-200-018	SOMCHIT CABE
316-200-028	BRUCE HALE & LISA HALE
316-200-029	HARLEY R KNOX

Copy 73/9

SHEET 1 OF 3

MAP OF PROPOSED BOUNDARIES OF FUTURE ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 7

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

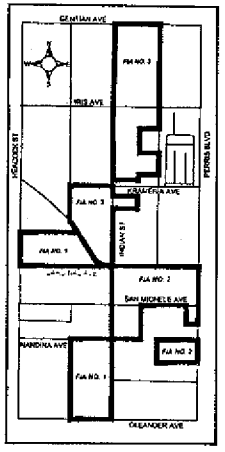

Vicinity Map

ATTACHMENT 3

LEGEND FOR SHEET 1

BOUNDARIES OF FUTURE ANNEXATION AREA OF IA NO. 1 OF CFD NO. 7 (FIA NO. 1)

(1) MAP REFERENCE NUMBER

MAP REF NO.	ASSESSOR'S PARCEL NO.
1	315-100-013
2	315-100-045
3	318-210-005
4	315-210-006
5	315-210-007
6	315-210-008
7	315-210-010
8	315-210-011
9	315-210-019
10	315-210-020
11	315-210-026
12	315-210-051
13	315-210-055
14	315-210-057
15	315-210-069
16	315 210-077

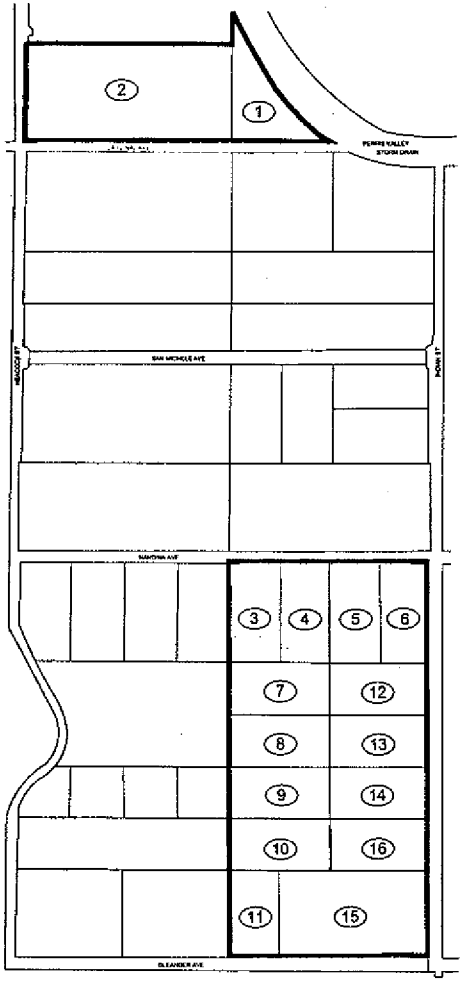

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS 14 DAY OF May 2008.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF FUTURE ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 7, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY AT A REGULAR MEETING THEREOF, HELD ON THE 13 DAY OF May, 2008, BY ITS RESOLUTION NO. 2008-53.

Jane Halstead
CITY CLERK
CITY OF MORENO VALLEY

RIVERSIDE COUNTY RECORDER'S CERTIFICATE

FILED THIS 16TH DAY OF MAY, 2008, AT THE HOUR OF 8 O'CLOCK A.M. IN BOOK 73 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE(S) 9-11, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE: $13.00

INSTRUMENT NO.: 2008-0265596

LARRY WARD, ASSESSOR-COUNTY CLERK-RECORDER

M. Garcia
BY DEPUTY
COUNTY RECORDER
COUNTY OF RIVERSIDE

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

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

MuniFinancial
27368 Via Industria
Suite 110
Temecula, California 92590-3661
Phone (951) 587-3500 Fax (951) 587-3510

Copy 73/10

MAP OF PROPOSED BOUNDARIES OF FUTURE ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 7

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

LEGEND FOR SHEET 2

BOUNDARIES OF FUTURE ANNEXATION AREA OF IA NO. 2 OF CFD NO. 7 (FIA NO. 2)

(1) MAP REFERENCE NUMBER

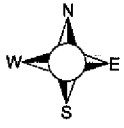

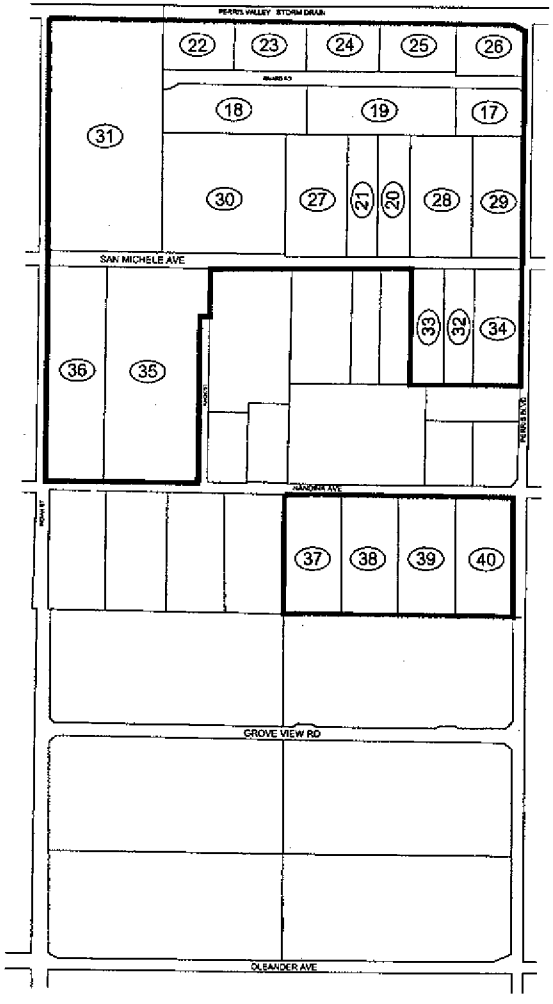

MAP REF NO.	ASSESSOR'S PARCEL NO.
17	316-199-009
18	316-199-011
19	316-199-012
20	316-190-017
21	316-190-018
22	316-190-022
23	316-190-023
24	316-190-024
25	316-190-025
26	316-190-030
27	316-190-035
28	316-190-036
29	316-190-037
30	316-190-043
31	316-190-044
32	316-200-001
33	316-200-015
34	316-200-018
35	316-200-030
36	316-200-031
37	316-210-035
38	316-210-036
39	316-210-037
40	316-210-038

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Copy 13/11

MAP OF PROPOSED BOUNDARIES OF FUTURE ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 7

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

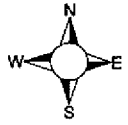

LEGEND FOR SHEET 3

BOUNDARIES OF FUTURE ANNEXATION AREA OF IA NO. 3 OF CFD NO. 7 (FIA NO. 3)

(1) MAP REFERENCE NUMBER

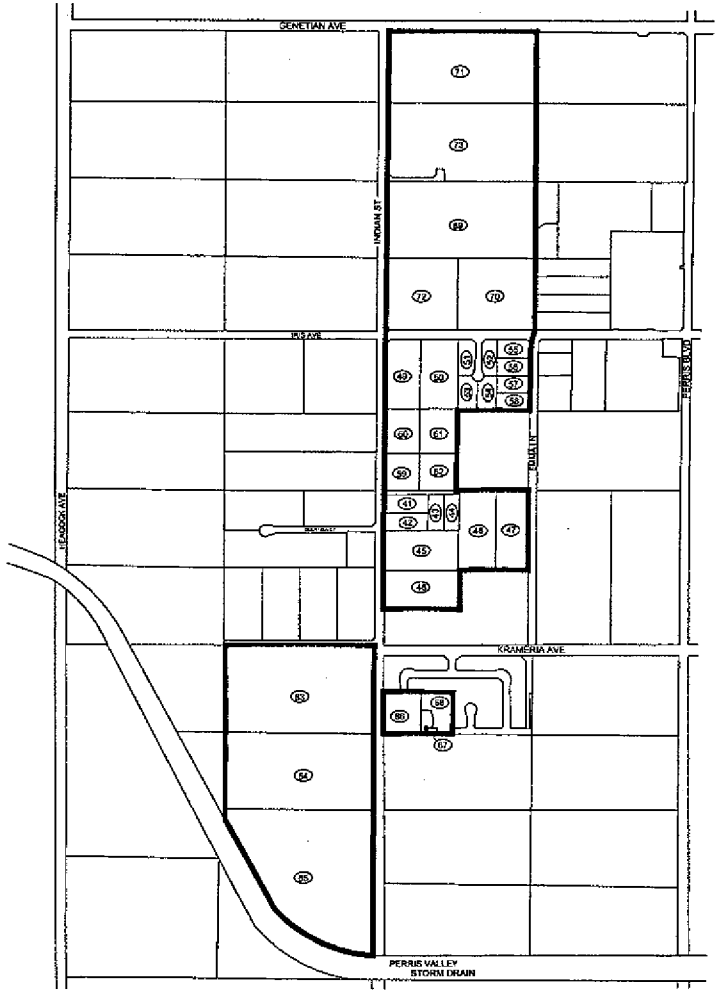

MAP REF NO.	ASSESSOR'S PARCEL NO.
41	316-070-020
42	316-070-021
43	316-070-022
44	316-070-023
45	316-070-024
46	316-070-025
47	316-070-026
48	316-070-027
49	316-030-001
50	316-030-002
51	316-030-003
52	316-030-004
53	316-030-005
54	316-030-006
55	316-030-007
56	316-030-008
57	316-030-009
58	316-030-010
59	316-030-016
60	316-030-017
61	316-030-018
62	316-030-019
63	316-100-010
64	316-100-028
65	316-100-030
66	316-110-003
67	316-110-028
68	316-110-031
69	465-220-012
70	465-220-014
71	465-220-023
72	465-220-028
73	465-220-032

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MV00174025

City of Moreno Valley

Community Facilities District No. 7

Community Facilities District Report

June 24, 2008

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Tel: (951) 587-3500
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Seattle, WA

www.muni.com

ATTACHMENT 4

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B. Boundaries of Future Annexation Areas 2
C. Description of Facilities 3
D. Rate and Method of Apportionment of Special Tax 6
E. Conclusion 12

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EXHIBIT B – COST ESTIMATES B-1

EXHIBIT C – IMPROVEMENT AREA NO. 1 RMA C-2

EXHIBIT D – IMPROVEMENT AREA NO. 2 RMA D-1

EXHIBIT E – IMPROVEMENT AREA NO. 3 RMA E-1

Introduction

WHEREAS, the City Council of the City of Moreno Valley ("City"), in the County of Riverside and State of California, did, pursuant to the terms and provisions of Chapter 2.5 of Part 1, of Division 2, of Title 5 of the Government Code of the State of California commencing with Section 53311, as amended ("Act"), and specifically Section 53321.5 thereof, expressly order the filing of a written Community Facilities District Report ("Report") with the City for a proposed community facilities district, which shall be referred to as Community Facilities District No. 7 of the City of Moreno Valley, (hereinafter referred to as "CFD No. 7"); and

WHEREAS, the Report generally contains the following:

- A brief description of the Facilities by type, which are authorized to be funded through CFD No. 7 and necessary to meet increased demands and needs placed upon the City or the Riverside County Flood Control and Water Conservation District ("Flood Control District") as a result of development within CFD No. 7;
- An estimate of the cost of financing such Facilities, including incidental expenses, determination of the amount of any Special Tax, collection of any Special Tax, and all other related costs as provided for in Section 53345.3 of the Act; and
- The Rate and Method of Apportionment of the Special Tax ("RMA") for each Improvement Area within CFD No. 7 in sufficient detail to allow each property owner within CFD No. 7 to calculate the Maximum Special Tax that may be levied against their property.

For particulars, reference is made to the Resolution of Intention, Resolution No. 2008-51 as previously approved by the City. All capitalized terms not defined herein are defined within the RMA for each Improvement Area and the Resolution of Intention.

NOW THEREFORE MuniFinancial, the appointed responsible firm directed to prepare the Report, pursuant to the provisions of the Act, does hereby submit the following:

A. Boundaries of CFD No. 7

The boundaries of CFD No. 7 are divided into three separate improvement areas identified as Improvement Area No. 1, Improvement Area No. 2, and Improvement Area No. 3.

1. *Improvement Area No. 1*

Improvement Area No. 1 is an industrial area that encompasses a territory of land (approximately 151.45 acres) generally located north of Nandina Avenue, south of Cardinal Avenue, east of Heacock Street, and west of Indian Street and includes fifteen (15) parcels divided into two zones, Zone 1 and Zone 2. As of the writing of this Report, the parcels within this development are identified by the Riverside County Assessor's Office as Assessor's Parcel Numbers 316-170-001, 316-170-002, 316-170-004, 316-170-006, 316-170-007, 316-170-010, 316-170-013, 316-170-014, 316-180-002, 316-180-003, 316-180-005, 316-180-006, 316-180-008, 316-180-009, and 316-180-010.

2. Improvement Area No. 2

Improvement Area No. 2 is an industrial area that encompasses a territory of land (approximately 38.99 acres) generally located east of Improvement Area No. 1 (north of Nandina Avenue, east of Knox Street, west of Perris Boulevard, and south of San Michele Avenue) and includes ten (10) parcels. As of the writing of this Report, the parcels within this development are identified by the Riverside County Assessor's Office as Assessor's Parcel Numbers 316-200-003, 316-200-009 through 316-200-014, 316-200-018, and 316-200-028 through 316-200-029.

3. Improvement Area No. 3

Improvement Area No. 3 is an industrial area that encompasses a territory of land (approximately 74.88 acres) generally located north of Improvement Area No. 1 (north of Krameria Road, south of Iris Avenue, and west of Indian Street) and includes twelve (12) parcels. As of the writing of this Report, the parcels within this development are identified by the Riverside County Assessor's Office as Assessor's Parcel Numbers 316-020-002 through 316-020-005, and 316-020-012 through 316-020-019.

The boundaries of CFD No. 7 include all properties and parcels on which a Special Tax may be levied to pay for the costs and expenses of the authorized Facilities.

A reduced scale map entitled "Map of Proposed Boundaries of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California" is set forth in Exhibit A attached hereto, and incorporated herein by this reference. A full-scale map is on file in the Office of the City Clerk of the City and has been recorded with the County Recorder.

B. Boundaries of Future Annexation Areas

The boundary of the Future Annexation Areas of CFD No. 7 includes all properties and parcels whose runoff is tributary to the Flood Control District Facilities proposed to be financed through the CFD, and which may be subject to the Area Drainage Plan ("ADP") fees once developed or redeveloped. The Future Annexation Areas of CFD No. 7 are composed of three distinct and separate boundaries, which correspond to each of the three Improvement Areas and their related storm drain facilities.

1. Future Annexation Area of Improvement Area No. 1

The Future Annexation Area related to Improvement Area No. 1 (FIA No. 1) of CFD No. 7 encompasses two noncontiguous territories of land, totaling approximately 206.16 acres. One of the two territories is generally located north of Cardinal Avenue, east of Heacock Street, and west of the Perris Valley Storm Drain. The second of the two territories is generally located south of Nandina Avenue, west of Indian Street, and north of Oleander Avenue. Collectively, FIA No. 1 includes sixteen (16) parcels. As of the writing of this Report, the parcels within FIA No. 1 are identified by the Riverside County Assessor's Office as Assessor's Parcel Numbers: 316-100-013, 316-100-045, 316-210-005 though 316-210-008, 316-210-010, 316-210-011, 316-210-019, 316-210-020, 316-210-026, 316-210-051, 316-210-055, 316-210-057, 316-210-069 and 316-210-077.

2. Future Annexation Area of Improvement Area No. 2

The Future Annexation Area related to Improvement Area No. 2 (FIA No. 2) of CFD No. 7 encompasses two noncontiguous territories of land, totaling approximately 122.83 acres. One of the two territories is generally located east of Indian Street, west of Perris Boulevard, north of Nandina Avenue, and south of the Perris Valley Storm Drain. The second of the two territories is generally located south of Nandina Avenue, north of Grove View Drive, west of Perris Boulevard, and east of Indian Street. Collectively, FIA No. 2 includes twenty-four (24) parcels. As of the writing of this Report, the parcels within FIA No. 2 are identified by the Riverside County Assessor's Office as Assessor's Parcel Numbers: 316-190-009, 316-190-011, 316-190-012, 316-190-017, 316-190-018, 316-190-022 through 316-190-025, 316-190-030, 316-190-035 through 316-190-037, 316-190-043, 316-190-044, 316-200-001, 316-200-015, 316-200-019, 316-200-030, 316-200-031 and 316-210-035 through 316-210-038.

3. Future Annexation Area of Improvement Area No. 3

The Future Annexation Area related to Improvement Area No. 3 (FIA No. 3) of CFD No. 7 encompasses two noncontiguous territories of land, totaling approximately 206.16 acres. One of the two noncontiguous territories is generally located northeast of the Perris Valley Strom Drain, south of Krameria Avenue, and west of Indian Street, but also including 3 parcels east of Indian Street. The second of the two territories is generally located south of Genetian Avenue, north of Krameria Avenue, west of Indian Street, and east of Emma Lane. Collectively, FIA No. 3 includes thirty-three (33) parcels. As of the writing of this Report, the parcels within FIA No. 3 are identified by the Riverside County Assessor's Office as Assessor's Parcel Numbers: 316-020-020 through 316-020-027, 316-030-001 through 316-030-010, 316-030-016 through 316-030-019, 316-100-010, 316-100-028, 316-100-030, 316-110-003, 316-110-020, 316-110-021, 485-220-012, 485-220-014, 485-220-023, 485-220-028 and 485-220-032.

A reduced scale map entitled "Map of Proposed Boundaries of Future Annexation Area of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California" is set forth in Exhibit A attached hereto, and incorporated herein by this reference. A full-scale map is on file in the Office of the City Clerk of the City and has been recorded with the Riverside County Recorder.

C. Description of Facilities

CFD No. 7 is being formed to finance facilities authorized by the Act and necessary to meet increased demands and needs placed upon the City or the Flood Control District as a result of development within CFD No. 7. The facilities authorized for CFD No. 7 are generally described as the Improvement Area No. 1 Improvements, Improvement Area No. 2 Improvements, and Improvement Area No. 3 Improvements (collectively the "Facilities"), set forth in the following sections of this Report. The storm drain facilities will be owned by the Flood Control District and a Joint Community Facilities Agreement will be executed between the City and the Flood Control District as part of these proceedings. A detailed cost estimate of the Facilities is provided in Exhibit B attached hereto and incorporated herein by this reference.

1. Improvement Area No. 1 Improvements:

Improvements to be financed from the proceeds of bonds issued for Improvement Area No. 1 (the "Improvement Area No. 1 Improvements") include the following, subject to modification based upon the City's final conditions of approval of the Improvement Area No. 1 Street Improvements (as defined below) or the final approval of the Plans and Specifications, or the Flood Control District's final conditions of approval of the Improvement Area No. 1 Flood Control Facilities (as defined below) or the final approval of the plans and specifications.

a. Improvement Area No. 1 Street Improvements:

1. Nandina Avenue will be improved from Heacock Street to Indian Street – North Side – the components of this Street Improvement will include but not be limited to curb and gutter, sidewalk, structural section and paving of roadways, street lighting, traffic signals and appurtenances (at the intersections of Indian Street/Nandina Avenue), striping, signage, ADA ramps, drive aprons, local depressions and catch basins.
2. Heacock Street will be improved from Nandina Street to Komar Property Line – the components of this Street Improvement will include but not be limited to curb and gutter, sidewalk, structural section and paving of roadways, street lighting, traffic signals and appurtenances (as the intersection of Heacock Street and San Michele Avenue), local depressions and catch basins.
3. Traffic signal installation at the intersection of Indian Street and San Michele Avenue.

b. Improvement Area No. 1 Flood Control Facilities:

The Master Plan storm drain facilities identified as Perris Valley Lateral B-3a through B-3g and Lateral B-3.2, including all appurtenant box culverts, appurtenant laterals, and utility relocations necessary to implement the work.

2. Improvement Area No. 2 Improvements:

Improvements to be financed from the proceeds of bonds issued for Improvement Area No. 2 (the "Improvement Area No. 2 Improvements") include the following subject to modification based upon the City's final conditions of approval of the Improvement Area No. 2 Street Improvements (as defined below) or the final approval of the Plans and Specifications, or the Flood Control District's final conditions of approval of the Improvement Area No. 2 Flood Control Facilities (as defined below) or the final approval of the plans and specifications.

a. Improvement Area No. 2 Street Improvements:

Nandina Avenue to First Industrial Property Line - the components of this Street Improvement will include but not be limited to curb and gutter, sidewalk, structural section and paving of roadways, street lighting, striping, signage, ADA ramps, drive aprons, local depressions and catch basins.

b. Improvement Area No. 2 Flood Control Facilities:

The Master Drainage Plan for storm drain facilities identified as Perris Valley Laterals B-1 and B-1.2, including all appurtenant box culverts and laterals.

3. Improvement Area No. 3 Improvements:

Improvements to be financed from the proceeds of bonds issued for Improvement Area No. 3 ("Improvement Area No. 3 Improvements") include the following subject to modification based upon the City's final conditions of approval of the Improvement Area No. 3 Street and Utility Improvements (as defined below) or the final approval of the Plans and Specifications, or the Flood Control District's final conditions of approval of the Improvement Area No. 3 Flood Control Facilities (as defined below) or the final approval of the plans and specifications.

a. Improvement Area No. 3 Street Improvements:

1. Indian Street from Iris Avenue to Krameria Avenue - the components of this Street Improvement will include but not be limited to curb and gutter, sidewalk, structural section and paving of roadways, street lighting, traffic signals and appurtenances (at the intersections of Indian Street and Iris Avenue and Indian Street and Krameria Avenue) striping, signage, ADA ramps, drive aprons, local depressions and catch basins.
2. Iris Avenue from Street "A" to Indian Street - the components of this Street Improvement will include but not be limited to curb and gutter, sidewalk, structural section and paving of roadways, street lighting, traffic signals and appurtenances (at the intersections of Iris Avenue and Future Street) striping, signage, ADA ramps, drive aprons, local depressions and catch basins.
3. Street "A" from Iris Avenue to Krameria Avenue - the components of this Street Improvement will include but not be limited to curb and gutter, sidewalk, structural section and paving of roadways, street lighting, striping, signage, ADA ramps, drive aprons, local depressions and catch basins.
4. Krameria Avenue from Indian Street to Street "A" - the components of this Street Improvement will include but not be limited to curb and gutter, sidewalk, structural section and paving of roadways, street lighting, striping, signage, ADA ramps, drive aprons, local depressions and catch basins.

b. Improvement Area No. 3 Utility Improvements:

Undergrounding of overhead utilities adjacent to or in the Street Improvements for Indian Street described above.

c. Improvement Area No. 3 Flood Control Facilities:

The Master Drainage Plan for storm drain facilities identified as Sunnymead Line D-1, including all appurtenant box culverts and laterals.

D. Rate and Method of Apportionment of Special Tax

The Resolution of Intention sets forth the RMA for each Improvement Area within CFD No. 7, which allows each property owner within CFD No. 7 to calculate the maximum annual amount that would be required for payment if a Special Tax were levied. **The information detailed in this section is a general summary of the RMA for each Improvement Area within CFD No. 7, and is not intended to be, nor interpreted as, complete or authoritative versions of the RMA for each Improvement Area.** The RMAs related to Improvement Area No. 1, Improvement Area No. 2, and Improvement Area No. 3 are set forth in Exhibits C, D, and E, respectively, attached hereto, and incorporated herein by this reference. Defined terms in section D of this report are used as defined per the respective RMAs.

Maximum Special Taxes

A. Improvement Area No. 1

1. Zone 1

Each Fiscal Year commencing in Fiscal Year 2008-2009, each Assessor's Parcel of Taxable Property within Zone 1 shall be subject to a Maximum Special Tax equal to $7,999 per Acre. The Maximum Special Tax for Taxable Property within Zone 1 shall be recalculated as Assessor's Parcels within the Future Annexation Area are annexed to Improvement Area No. 1 (IA No. 1), or if there is an adjustment to the Special Tax in accordance with Section D of the RMA for IA No. 1. The Maximum Special Tax for Taxable Property within Zone 1 shall be recalculated as follows:

1) Calculate the total amount of Special Taxes that can be generated through the levy of the Maximum Special Tax within Zone 1, exclusive of Annexed Property, by multiplying the original Maximum Special Tax established for Zone 1 ($7,999 per Acre) by the minimum taxable Acreage originally established for Zone 1 (47.92 Acres).

[$7,999 x 47.92 = $383,312]

2) Calculate the total amount of Special Taxes that can be generated by Annexed Property through the levy of the Maximum Special Tax for Annexed Property in accordance with Section C.3 of the RMA for IA No. 1.

3) The new Maximum Special Tax for Taxable Property within Zone 1 shall equal the result calculated in Step 1, minus the result calculated in Step 2 multiplied by 49.44%, and then by dividing such amount by the minimum taxable Acreage originally established for Zone 1 (47.92 Acres), exclusive of Annexed Property.

[$383,312 – (Step 2 result * 0.4944)]/47.92 =
Maximum Special Tax per Acre for Taxable Property within Zone 1

2. Zone 2

Each Fiscal Year commencing in Fiscal Year 2008-2009, each Assessor's Parcel of Taxable Property within Zone 2 shall be subject to a Maximum Special Tax equal to $4,750 per Acre. The Maximum Special Tax for Taxable Property within Zone 2 shall be recalculated as Assessor's Parcels within the Future Annexation Area are annexed to IA No. 1, or if there is an adjustment to the Special Tax in accordance with Section D of the RMA for IA No. 1. The Maximum Special Tax for Taxable Property within Zone 2 shall be recalculated as follows:

1) Calculate the total amount of Special Taxes that can be generated through the levy of the Maximum Special Tax within Zone 2, exclusive of Annexed Property, by multiplying the original Maximum Special Tax established for Zone 2 ($4,750 per Acre) by the minimum taxable Acreage for Zone 2 (82.53 Acres).

[$4,750 x 82.53 = $392,018]

2) Calculate the total amount of Special Taxes that can be generated by Annexed Property through the levy of the Maximum Special Tax for Annexed Property in accordance with Section C.3 of the RMA for IA No. 1.

3) The new Maximum Special Tax for Taxable Property within Zone 2 shall equal the result calculated in Step 1, minus the result calculated in Step 2 multiplied by 50.56%, and then by dividing such amount by the minimum taxable Acreage originally established for Zone 2 (82.53 Acres), exclusive of Annexed Property.

[$392,018 – (Step 2 result * 0.5056)]/82.53 =
Maximum Special Tax per Acre for Taxable Property within Zone 2

3. Annexed Property

The Maximum Special Tax for Annexed Property shall be equal to the Maximum Special Tax set forth in Exhibit A of the RMA for IA No. 1, which is attached as Exhibit C and incorporated herein by reference.

B. Improvement Area No. 2

1. Taxable Property

Each Fiscal Year commencing in Fiscal Year 2008-2009, each Assessor's Parcel of Taxable Property, exclusive of Annexed Property, shall be subject to a Maximum Special Tax equal to $8,287 per Acre.

The Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall be recalculated as Assessor's Parcels within the Future Annexation Area are annexed to Improvement Area No. 2 (IA No. 2) of CFD No.7. Once Annexed Property exists within IA No. 2 of CFD No. 7, the Maximum Special Tax shall be recalculated as follows:

1) Calculate the total amount of Special Taxes that can be generated through the levy of the Maximum Special Tax, exclusive of Annexed Property, by multiplying the original Maximum Special Tax established for IA No. 2 ($8,287 per Acre) by the minimum taxable Acreage originally established for IA No. 2 (33.89 Acres).

[$8,287 x 33.89 = $280,846]

2) Calculate the total amount of Special Taxes that can be generated by Annexed Property through the levy of the Maximum Special Tax for Annexed Property in accordance with Section C.2 of the RMA for IA No. 2.

3) The new Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall equal the result calculated in Step 1, minus the result calculated in Step 2, and then by dividing such amount by the minimum taxable Acreage originally established for IA No. 2 (33.89 Acres).

[$280,846 - Step 2 result]/33.89 =

Maximum Special Tax per Acre for Taxable Property, exclusive of Annexed Property

2. Annexed Property

The Maximum Special Tax for Annexed Property shall be equal to the Maximum Special Tax set forth in Exhibit A of the RMA for IA No. 2, which is attached as Exhibit D and incorporated herein by reference.

C. *Improvement Area No. 3*

1. *Taxable Property*

Each Fiscal Year commencing in Fiscal Year 2008-2009, each Assessor's Parcel of Taxable Property, exclusive of Annexed Property, shall be subject to a Maximum Special Tax equal to $5,769 per Acre.

The Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall be recalculated as Assessor's Parcels within the Future Annexation Area are annexed to Improvement Area No. 3 (IA No. 3) of CFD No.7. Once Annexed Property exists within IA No. 3 of CFD No. 7, the Maximum Special Tax shall be recalculated as follows:

1) Calculate the total amount of Special Taxes that can be generated through the levy of the Maximum Special Tax, exclusive of Annexed Property, by multiplying the original Maximum Special Tax established for IA No. 3 ($5,769 per Acre) by the minimum taxable Acreage originally established for IA No. 3 (65.19 Acres).

[$5,769 x 65.19 = $376,081]

2) Calculate the total amount of Special Taxes that can be generated by Annexed Property through the levy of the Maximum Special Tax for Annexed Property in accordance with Section C.2 of the RMA for IA No. 3.

3) The new Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall equal the result calculated in Step 1, minus the result calculated in Step 2, and then by dividing such amount by the minimum taxable Acreage originally established for IA No. 3 (65.19 Acres).

[$376,081 - Step 2 result]/65.19 =

Maximum Special Tax per Acre for Taxable Property, exclusive of Annexed Property

2. Annexed Property

The Maximum Special Tax for Annexed Property shall be equal to the Maximum Special Tax set forth in Exhibit A of the RMA for IA No. 3, which is attached as Exhibit E and incorporated herein by reference.

Administrative Adjustments to the Maximum Special Tax

1. Prior to Issuance of Bonds

Prior to the issuance of the first series of Bonds, for each respective Improvement Area, the CFD Administrator shall calculate the total tax burden for all Assessor's Parcels of Taxable Property within the applicable Improvement Area, to determine whether or not any reductions are necessary to the Maximum Special Tax rate(s) for the applicable Improvement Area identified herein in order to comply with the Goals and Policies. If a mandatory Special Tax reduction is implemented, the same percent reduction shall be applied to the Maximum Special Tax for each Zone, if applicable, exclusive of the Maximum Special Tax for Annexed Property, and the City Council shall cause an "Amended Notice of Special Tax Lien" to be recorded in compliance with the Act. The amount of Bonds that may be issued for the applicable Improvement Area will be recalculated and shall not exceed an amount, in which, the Maximum Special Taxes that could be levied on Taxable Property within the applicable Improvement Area in each Fiscal Year, less Administrative Expenses for such Fiscal Year, shall provide no less than 110% coverage on the annual debt service on all Outstanding Bonds associated with such Improvement Area.

2. Subsequent to Issuance of Bonds

If, in any Fiscal Year after the City has issued the first series of Bonds, either (i) a Final Map is proposed to be recorded or (ii) an existing Final Map is proposed to be amended, that will result in a reduction of total Acreage of Taxable Property within the applicable Improvement Area to less than the amount identified in Section I of the applicable RMA for such Improvement Area, then a mandatory prepayment must be made in accordance with the Prepayment provisions as set forth under Sections F and G of the RMA for the applicable Improvement Area. The mandatory prepayment must be made by the landowners of those Assessor's Parcel(s) that are the subject of the proposed Final Map or the landowners of those Assessor's Parcel(s) that will be amended by the amended Final Map.

If a mandatory prepayment is required, the mandatory prepayment shall be paid as a requirement to record such new Final Map or amended Final Map.

Method of Apportionment

Special Taxes within each Improvement Area shall be levied to satisfy each Improvement Area's respective Special Tax Requirement, in accordance with the following procedures. Commencing in Fiscal Year 2008-2009 and for each subsequent Fiscal Year until terminated, the City Council shall levy Special Taxes on all Taxable Property within each Improvement Area, independent of the other two Improvement Areas, until the total amount of Special Taxes levied within such Improvement Area equals the applicable Special Tax Requirement in accordance with the following steps:

Step One: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Annexed Property and each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

Step Two: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

Step Three: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

Step Four: If additional monies are needed to satisfy the Special Tax Requirement after all previous steps have occurred, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

Prepayment of Special Tax

The Special Tax obligation of an Assessor's Parcel of Taxable Property within CFD No. 7 may be prepaid in full, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time that the Special Tax obligation would be prepaid. The Prepayment Amount for an Assessor's Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor's Parcel intending to prepay all or a part of the Special Tax obligation shall provide the City with written notice of intent to prepay, and within 10 business days of receipt of such notice, the City shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by CFD No. 7 in calculating the proper amount of a prepayment. Within 30 business days of receipt of such non-refundable deposit, the City shall notify such owner of the prepayment amount of such Assessor's Parcel. Prepayment must be made not less than 60 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given by the Trustee pursuant to the Indenture.

The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula:

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance
plus	Administrative Fee
less	Reserve Fund Credit
less	Capitalized Interest Credit
equals	Prepayment Amount

The Special Tax obligation of an Assessor's Parcel of Taxable Property may also be partially prepaid, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax obligation would be prepaid.

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = (P_F - A) \times F + A$$

The terms above have the following meanings:

PP = the Partial Prepayment Amount.

P_F = the Prepayment Amount calculated above.

F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax obligation.

A = Administrative Fees

Termination of Special Tax

For each Fiscal Year that any Bonds are outstanding for the applicable Improvement Area, the Special Tax shall be levied on all Assessor's Parcels of Taxable Property within such Improvement Area. If any delinquencies for the Special Tax remain uncollected prior to or after all Bonds are retired, the Special Tax may be levied to the extent necessary to reimburse CFD No. 7 for uncollected Special Taxes, but not later than the 2048-49 Fiscal Year

Exemptions

The City shall classify as Exempt Property: (i) Public Property, (ii) Assessor's Parcels used or owned exclusively by a property owners' association, or (iii) Assessor's Parcels with public or utility easements, including Assessor's Parcels designated as open space or retention basin, making impractical their utilization for other purposes than those set forth in the easement, provided that such classification would not reduce the Acreage of all Taxable Property within Improvement Area No. 1 to less than 47.92 Acres within Zone 1, or to less than 82.53 Acres within Zone 2; within Improvement Area No. 2, to less than 33.89 Acres; and within Improvement Area No. 3, to less than 65.19 Acres. Public Property that cannot be classified as Exempt Property will be classified as Taxable Public Property and shall be subject to the applicable Maximum Special Tax. All other Assessor's Parcels identified within this section that cannot be classified as Exempt Property will be classified as Provisional Property and will be subject to the applicable Maximum Special Tax.

E. Conclusion

Based on information provided by, and discussions with, the City, Flood Control District, and the property owners, the Facilities are authorized to be financed by the Act and are necessary as a result of development occurring within the boundaries of CFD No. 7. Further, it is my opinion that the Special Taxes per the RMAs for Improvement Area No. 1, Improvement Area No. 2, and Improvement Area No. 3 as set forth in Exhibits C, D, and E, respectively, are equitable and are not discriminatory or arbitrary and permits a purchaser of property subject to the Special Tax sufficient means of determining their obligation.

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By: Chris Fisher, Principal Consultant

Exhibit A – Description of Boundaries

Boundaries of CFD No. 7

The boundaries of CFD No. 7 is comprised of three separate Improvement Areas which will be shown on that certain map to be kept on file in the Office of the City Clerk entitled "Map of Proposed Boundaries of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California." This map indicates, by a boundary line, the extent of the territory included in CFD No. 7 at the time of the formation of CFD No. 7. The parcels of real property within CFD No. 7 are described more particularly on the Assessor Parcel Maps that are on file in the office of the Riverside County Assessor or on Maps filed with the County Recorder in connection with lot line adjustments and are incorporated into this Report by reference.

A reduced copy of the boundary map follows. The original of such map has been recorded in the records of the County Recorder, County of Riverside, State of California, recorded May 16, 2008 as Instrument No. 2008-0265595, in Book 73 Pages 6-8 of Maps of Assessment and Community Facilities Districts.

Boundaries of Future Annexation Area of CFD No. 7

The boundaries of the Future Annexation Area of CFD No. 7 is comprised of three separate Improvement Areas which will be shown on that certain map to be kept on file in the Office of the City Clerk entitled "Map of Proposed Boundaries of Future Annexation Area of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California." This map indicates, by a boundary line, the extent of the future territory included in CFD No. 7 upon annexation. The parcels of real property within CFD No. 7 are described more particularly on the Assessor Parcel Maps that are on file in the office of the Riverside County Assessor or on Maps filed with the County Recorder in connection with lot line adjustments and are incorporated into this Report by reference.

A reduced copy of the boundary map follows. The original of such map has been recorded in the records of the County Recorder, County of Riverside, State of California, recorded May 16, 2008 as Instrument No. 2008-0265596, in Book 73 Pages 9-11 of Maps of Assessment and Community Facilities Districts.

SHEET 1 OF 3

MAP OF PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 7

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

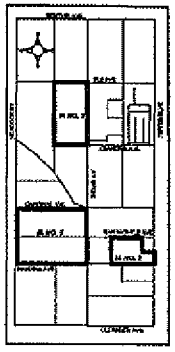

Vicinity Map

MAP REFERENCE	ASSESSOR'S PARCEL NO.
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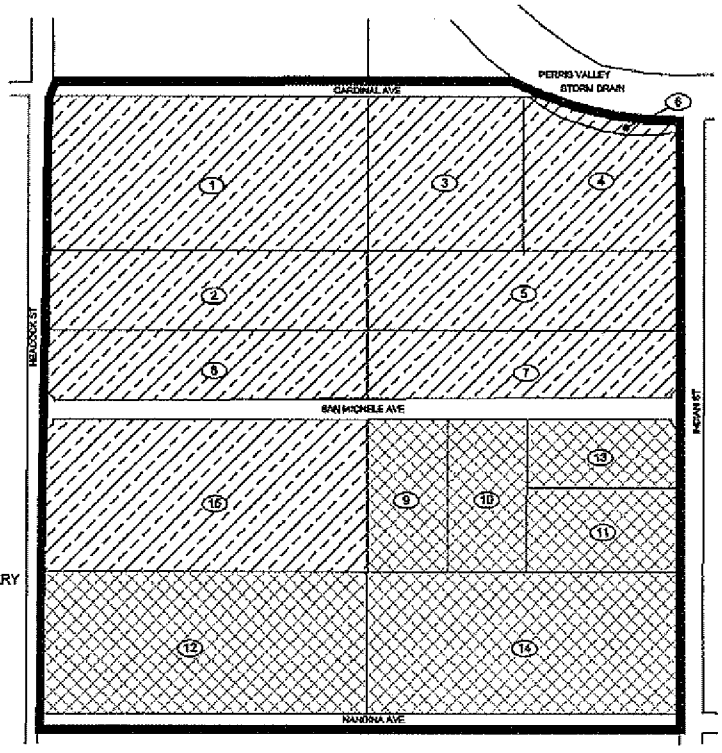

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____ DAY OF _____ 2006.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 7, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2006, BY ITS RESOLUTION NO. _____.

_____
CITY CLERK
CITY OF MORENO VALLEY

RIVERSIDE COUNTY RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 2006, AT THE HOUR OF _____ O'CLOCK, ____ M, IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE(S) _____, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE: _____

INSTRUMENT NO.: _____

LARRY WARD, ASSESSOR-COUNTY CLERK-RECORDER

_____
BY DEPUTY
COUNTY RECORDER
COUNTY OF RIVERSIDE

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

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

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LEGEND FOR SHEET 1

- IMPROVEMENT AREA NO. 1 (IA NO. 1) BOUNDARY
- (1) MAP REFERENCE NUMBER
- ZONE 1
- ZONE 2

MV00174041

SHEET 2 OF 3

MAP OF PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 7

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

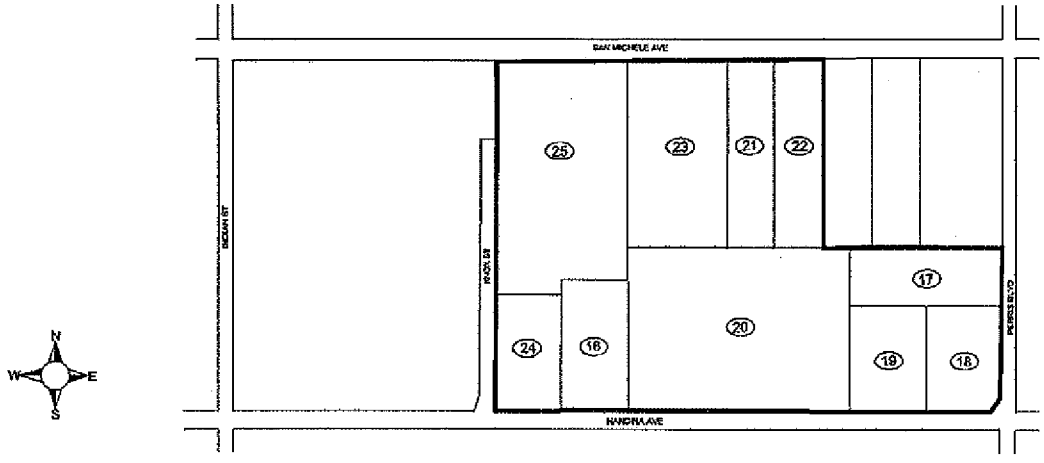

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21	316-200-013
22	316-200-014
23	316-200-015
24	316-200-028
25	316-200-029

LEGEND FOR SHEET 2

IMPROVEMENT AREA NO. 2 (IA NO. 2) BOUNDARY

(1) MAP REFERENCE NUMBER

MuniFinancial

MV00174042

MAP OF PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 7

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

SHEET 3 OF 3

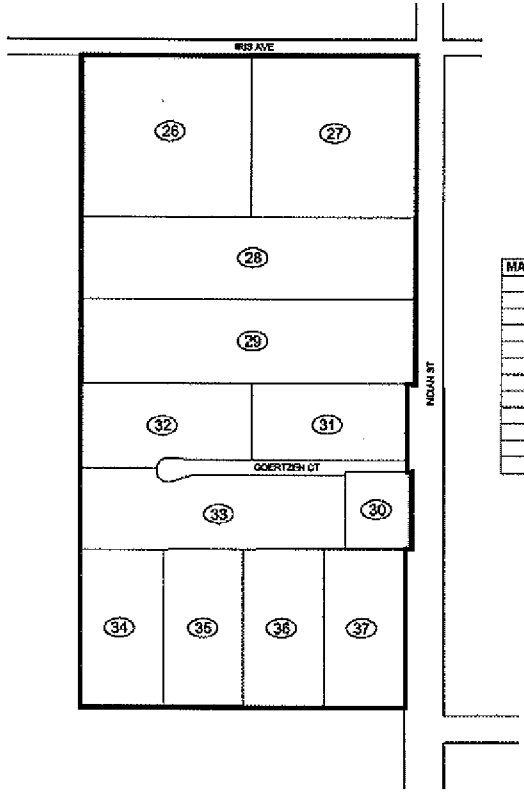

LEGEND FOR SHEET 3

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34	316-020-016
35	316-020-017
36	316-020-018
37	316-020-019

MuniFinancial

MV00174043

SHEET 1 OF 3

MAP OF PROPOSED BOUNDARIES OF FUTURE ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 7

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

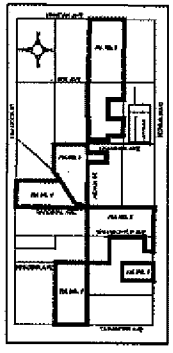

Vicinity Map

LEGEND FOR SHEET 1

BOUNDARIES OF FUTURE ANNEXATION AREA OF IA NO. 1 OF CFD NO. 7 (FIA NO. 1)

(1) MAP REFERENCE NUMBER

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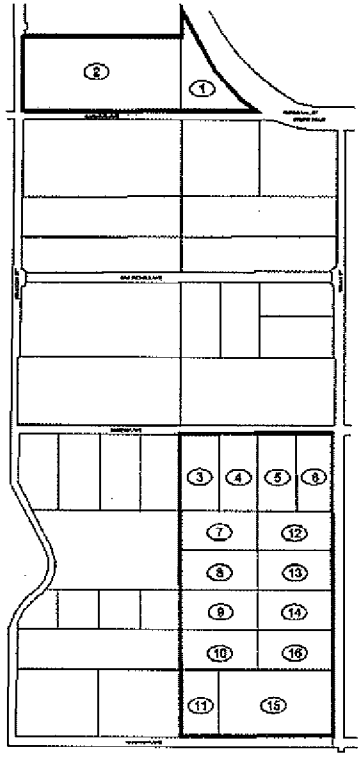

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____ DAY OF _____ 2006.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF FUTURE ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 7, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2006, BY ITS RESOLUTION NO. _____.

_____
CITY CLERK
CITY OF MORENO VALLEY

RIVERSIDE COUNTY RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 2006, AT THE HOUR OF _____ O'CLOCK ___ M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE(S) _____, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE: _____

INSTRUMENT NO.: _____

LARRY WARD, ASSESSOR-COUNTY CLERK-RECORDER

_____
BY DEPUTY
COUNTY RECORDER
COUNTY OF RIVERSIDE

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

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

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MV00174044

SHEET 2 OF 3

MAP OF PROPOSED BOUNDARIES OF FUTURE ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 7

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

LEGEND FOR SHEET 2

BOUNDARIES OF FUTURE ANNEXATION AREA OF IA NO. 2 OF CFD NO. 7 (FIA NO. 2)

(1) MAP REFERENCE NUMBER

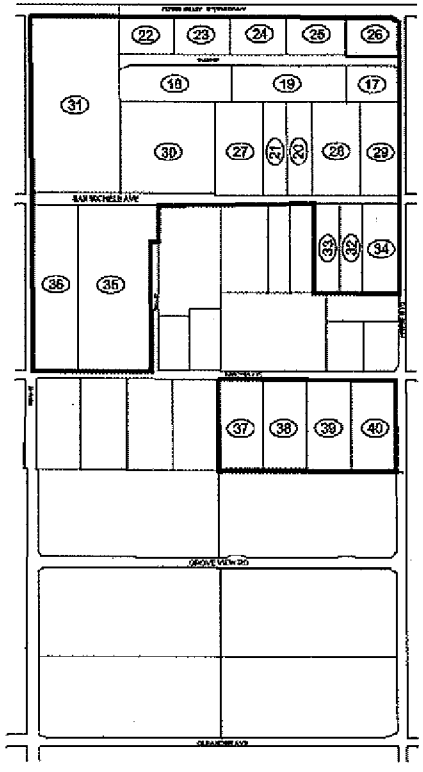

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MuniFinancial

MV00174045

SHEET 3 OF 3

MAP OF PROPOSED BOUNDARIES OF FUTURE ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 7

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

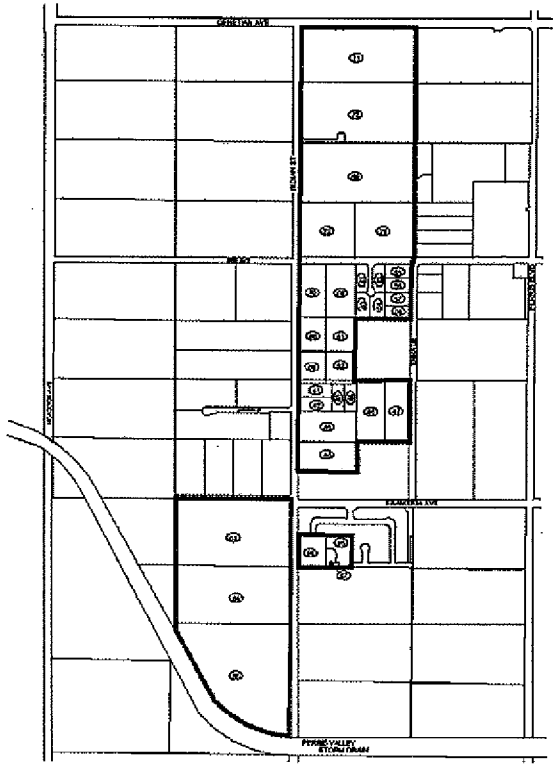

LEGEND FOR SHEET 3

BOUNDARIES OF FUTURE ANNEXATION AREA OF IA NO. 3 OF CFD NO. 7 (FIA NO. 3)

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MV00174046

Exhibit B – Cost Estimates

Facilities

It is proposed that CFD No. 7 incur bonded indebtedness, secured by the levy of the Special Tax within CFD No. 7, for the purpose of financing the authorized Facilities within CFD No. 7. The list below should not be interpreted as a hierarchy of which Facilities should be financed first. The priority of the Facilities proposed to be financed shall be determined by the City.

Description	Total Fees, Facilities, and Incidental Costs	Improvement Area 1	Improvement Area 2	Improvement Area 3
CFD Hard Cost				
Storm Drain	$ 6,187,394	$ 3,600,000	$ 1,300,394	$ 1,287,000
Gas Line Relocation for Storm Drain	125,000	125,000	-	-
Street / ROW Improvements	1,627,813	985,906	-	641,907
SUBTOTAL	7,940,207	4,710,906	1,300,394	1,928,907
Hard Cost Contingency (@ 10.00%)	794,021	471,091	130,039	192,891
TOTAL HARD COST	**8,734,228**	**$ 5,181,997**	**$ 1,430,433**	**$ 2,121,798**
CFD Soft Cost				
Civil Engineering (@3.00%)	238,206	141,327	39,012	57,867
Construction Staking (@1.00%)	79,402	47,109	13,004	19,289
Fees-General Contractor (@8.00%)	698,738	414,560	114,435	169,744
General Conditions (@3.00%)	262,027	155,460	42,913	63,654
Landscape Architect	-	-	-	-
Plan check & Permits (@3.00%)	238,206	141,327	39,012	57,867
Soils/Materials Testing (@1.00%)	79,402	47,109	13,004	19,289
SUBTOTAL	1,595,982	946,892	261,379	387,710
Soft Cost Contingency (@2.00%)	31,920	18,938	5,228	7,754
TOTAL SOFT COST	**$ 1,627,901**	**$ 965,830**	**$ 266,607**	**$ 395,465**
TOTAL IMPROVEMENT COSTS	**$ 10,362,129**	**$ 6,147,827**	**$ 1,697,040**	**$ 2,517,262**
Incidental Cost				
Reserve Fund	1,165,410	659,258	209,767	296,385
Capitalized Interest	1,121,418	597,445	225,624	298,349
Underwriter Discount	276,374	157,974	49,069	69,331
Cost of Issuance	977,500	439,000	248,000	290,500
TOTAL INCIDENTAL COSTS	**$ 3,540,701**	**$ 1,853,676**	**$ 732,460**	**$ 954,565**
TOTAL COSTS	**$ 13,902,830**	**$ 8,001,503**	**$ 2,429,500**	**$ 3,471,828**

Exhibit C – Improvement Area No. 1 RMA

IMPROVEMENT AREA No. 1 OF
COMMUNITY FACILITIES DISTRICT NO. 7
OF THE CITY OF MORENO VALLEY

A special tax as hereinafter defined shall be levied on and collected within Improvement Area No. 1 of Community Facilities District No. 7 of the City of Moreno Valley ("IA No. 1") each Fiscal Year commencing in Fiscal Year 2008-2009, in an amount determined by the City Council of the City of Moreno Valley through the application of the appropriate Special Tax for "Developed Property," "Undeveloped Property," "Provisional Property," and "Taxable Public Property" as described below. IA No. 1 consists of two zones, designated as Zone 1 and Zone 2. All of the real property within IA No. 1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map, or other recorded instrument. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560. The minimum Acreage of Taxable Property is determined in accordance with Section I.

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

"Administrative Expenses" means any actual ordinary and necessary expense of the City, or designee thereof or both, to carry out the administration of IA No. 1 related to the determination of the amount of the levy of Special Taxes, the collection of Special Taxes, including the expenses of collecting delinquencies and pursuing foreclosures, the administration of Bonds, the payment of a proportional share of salaries and benefits of any City employee whose duties are related to the administration of IA No. 1, fees and expenses for counsel, audits, or other amounts needed to pay rebate to the federal government with respect to the Bonds, costs related to complying with continuing disclosure requirements pursuant to applicable federal and state securities law, costs associated with responding to public inquiries regarding IA No. 1 or the Bonds, and costs otherwise incurred in order to carry out the administration of IA No. 1.

"Annexed Property" means Assessor's Parcels originally identified within the Future Annexation Area that have been annexed to IA No. 1.

"Assessor's Parcel" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel number within the boundaries of IA No. 1.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

"Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which the Special Tax has been pledged.

"Boundary Map" means the "Map of Proposed Boundaries of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California," filed May 16, 2008 in Book 73, Pages 6-8 of Maps of Assessments and Community Facilities Districts in the office of the County Recorder.

"Building Permit" means a permit for new construction for a non-residential structure. For purposes of this definition, "Building Permit" shall not include permits for construction or installation of retaining walls, utility improvements, or other such improvements not intended for human habitation.

"Calendar Year" means the period commencing January 1 of any year and ending the following December 31.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes for IA No. 1.

"CFD No. 7" means Community Facilities District No. 7 of the City of Moreno Valley established by the City under the Act.

"City" means the City of Moreno Valley.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 7, or its designee.

"County" means the County of Riverside.

"Developed Property" means all Assessor's Parcels of Taxable Property for which Building Permits were issued on or before June 1 preceding the Fiscal Year for which Special Taxes are being levied, provided that a Final Map for such Assessor's Parcels was recorded on or before January 1 of the prior Fiscal Year for which Special Taxes may be levied.

"Exempt Property" means all Assessor's Parcels within IA No. 1 which are exempt from the Special Taxes pursuant to law or Section I herein.

"Facilities" means those public facilities authorized to be funded by CFD No. 7 as set forth in the formation documents for CFD No. 7.

"Final Map" means a recorded final map, parcel map, or lot line adjustment, evidencing the subdivision of property pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.).

"Fiscal Year" means the period commencing on July 1 of any year and ending the following June 30.

"Future Annexation Area" means all Assessor's Parcels within the future annexation area of IA No. 1 as determined by reference to the boundary map entitled "Map of Proposed Boundaries of Future Annexation Area of Community Facilities District No. 7, City of Moreno

Valley, County of Riverside, State of California," filed May 16, 2008 in Book 73, Pages 9-11 of Maps of Assessments and Community Facilities Districts in the office of the County Recorder.

"Goals and Policies" means the local goals and policies adopted by the City Council concerning the use of the Act that are in effect at the time of formation of CFD No. 7.

"Improvement Area No. 1" or "IA No. 1" means the area within CFD No. 7 designated as Improvement Area No. 1 by reference to the Boundary Map, as such area may be amended by the addition of Annexed Property.

"Indenture" means the indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"Maximum Special Tax" means the maximum Special Tax determined in accordance with Section C, which may be levied by CFD No. 7 in any Fiscal Year on an Assessor's Parcel of Taxable Property.

"Partial Prepayment Amount" means the amount required to prepay a portion of the Special Tax obligation for an Assessor's Parcel, as described in Section G.

"Prepayment Amount" means the amount required to prepay the Special Tax obligation in full for an Assessor's Parcel, as described in Section F.

"Proportionately" means, for Developed Property, the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor's Parcels of Developed Property. For Undeveloped Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property. For Provisional Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor's Parcels of Provisional Property. For Taxable Public Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor's Parcels of Taxable Public Property.

"Provisional Property" means all Assessor's Parcels identified under Section I, excluding Public Property, that are not classified as Exempt Property because such classification would reduce the sum of all Taxable Property to less than 47.92 Acres within Zone 1 or, to less than 82.53 Acres within Zone 2.

"Public Property" means any property within the boundaries of IA No. 1 that is owned by or irrecoverably dedicated to the City, the federal government, the State of California, the County, or any other public agency.

"Special Tax" means the special tax authorized to be levied by CFD No. 7 pursuant to the Act to fund the Special Tax Requirement.

"Special Tax Requirement" means the amount required in any Fiscal Year for IA No. 1 to fund: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses, (iii) any amount required to establish or replenish any reserve funds established in association with the Bonds, (iv) any delinquencies in the payment of prior years Special Taxes, (v) a reasonable estimate of delinquencies expected to occur in the Fiscal Year in which the Special Tax will be levied, and (vi) the acquisition or construction of eligible Facilities, provided that the inclusion of such amount does not cause an increase in the levy of the Special Tax on Undeveloped Property, less

(vii) any amount available to pay debt service or other periodic costs on the Bonds as reasonably determined by the CFD Administrator pursuant to the Indenture.

"Taxable Property" means all Assessor's Parcels that are not exempt from the Special Tax pursuant to law or the Rate and Method of Apportionment of Special Tax.

"Taxable Public Property" means all Assessor's Parcels defined as Public Property that are not classified as Exempt Property under Section I because such classification would reduce the sum of all Taxable Property to less than 47.92 Acres within Zone 1 or, to less than 82.53 Acres within Zone 2.

"Trustee" means the trustee, fiscal agent, or paying agent under the Indenture.

"Undeveloped Property" means all Assessor's Parcels of Taxable Property, exclusive of Annexed Property, which are not classified as Developed Property, Taxable Public Property, or Provisional Property.

"Zone" means one of the two mutually exclusive geographic areas defined below.

- *"Zone 1"* means the area within IA No. 1 designated as zone 1 by reference to the Boundary Map.
- *"Zone 2"* means the area within IA No. 1 designated as zone 2 by reference to the Boundary Map.

B. CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2008-2009, each Assessor's Parcel shall be classified as Taxable Property or Exempt Property. In addition, each Fiscal Year, each Assessor's Parcel of Taxable Property shall be further classified as Developed Property, Undeveloped Property, Provisional Property, or Taxable Public Property.

C. MAXIMUM SPECIAL TAXES

1. ZONE 1

Taxable Property

Each Fiscal Year commencing in Fiscal Year 2008-2009, each Assessor's Parcel of Taxable Property within Zone 1 shall be subject to a Maximum Special Tax equal to $7,999 per Acre.

The Maximum Special Tax for Taxable Property within Zone 1 shall be recalculated as Assessor's Parcels within the Future Annexation Area are annexed to IA No. 1, or if there is an adjustment to the Special Tax in accordance with Section D. The Maximum Special Tax for Taxable Property within Zone 1 shall be recalculated as follows:

1) Calculate the total amount of Special Taxes that can be generated through the levy of the Maximum Special Tax within Zone 1, exclusive of Annexed Property, by multiplying the original Maximum Special Tax established for Zone 1 ($7,999 per Acre) by the minimum taxable Acreage originally established for Zone 1 as defined in Section I (47.92 Acres).

[$7,999 x 47.92 = $383,312]

2) Calculate the total amount of Special Taxes that can be generated by Annexed Property through the levy of the Maximum Special Tax for Annexed Property in accordance with Section C.3.

3) The new Maximum Special Tax for Taxable Property within Zone 1 shall equal the result calculated in Step 1, minus the result calculated in Step 2 multiplied by 49.44%, and then by dividing such amount by the minimum taxable Acreage originally established for Zone 1 (47.92 Acres), exclusive of Annexed Property.

[$383,312 – (Step 2 result * 0.4944)]/47.92 =
Maximum Special Tax per Acre for Taxable Property within Zone 1

2. ZONE 2

Taxable Property

Each Fiscal Year commencing in Fiscal Year 2008-2009, each Assessor's Parcel of Taxable Property within Zone 2 shall be subject to a Maximum Special Tax equal to $4,750 per Acre.

The Maximum Special Tax for Taxable Property within Zone 2 shall be recalculated as Assessor's Parcels within the Future Annexation Area are annexed to IA No. 1, or if there is an adjustment to the Special Tax in accordance with Section D. The Maximum Special Tax for Taxable Property within Zone 2 shall be recalculated as follows:

1) Calculate the total amount of Special Taxes that can be generated through the levy of the Maximum Special Tax within Zone 2, exclusive of Annexed Property, by multiplying the original Maximum Special Tax established for Zone 2 ($4,750 per Acre) by the minimum taxable Acreage for Zone 2 as defined in Section I (82.53 Acres).

[$4,750 x 82.53 = $392,018]

2) Calculate the total amount of Special Taxes that can be generated by Annexed Property through the levy of the Maximum Special Tax for Annexed Property in accordance with Section C.3.

3) The new Maximum Special Tax for Taxable Property within Zone 2 shall equal the result calculated in Step 1, minus the result calculated in Step 2 multiplied by 50.56%, and then by dividing such amount by the minimum taxable Acreage originally established for Zone 2 (82.53 Acres), exclusive of Annexed Property.

[$392,018 – (Step 2 result * 0.5056)]/82.53 =
Maximum Special Tax per Acre for Taxable Property within Zone 2

3. Annexed Property

The Maximum Special Tax for Annexed Property shall be equal to the Maximum Special Tax set forth in Exhibit A.

D. Administrative Adjustments to the Maximum Special Tax

1. Prior to Issuance of Bonds

Prior to the issuance of the first series of Bonds, the CFD Administrator shall calculate the total tax burden for all Assessor's Parcels of Taxable Property, to determine whether or not any reductions are necessary to the Maximum Special Tax rate(s) identified herein in order to comply with the Goals and Policies. In calculating the total tax burden, the CFD Administrator shall (i) refer to the City's Goals and Policies, any market absorption study or price point analysis dated not earlier than 90 days prior to the date of issuance or other such date approved by the City, and any other document available to the City and/or CFD Administrator, and (ii) calculate the total tax burden considering the Maximum Special Tax rates and other governmental liens. The Maximum Special Tax set forth herein may be reduced if it is reasonably determined by the CFD Administrator and/or City, through review of available information related to IA No. 1, that the total tax burden against Taxable Property results in an amount that would reduce the marketability of the Bonds based on consultations with the City's underwriter, financial advisor, and/or other project team consultants engaged by the City. The City will have the final discretion regarding any reduction in the Maximum Special Tax rates identified herein.

If a mandatory Special Tax reduction is implemented, the same percent reduction shall be applied to the Maximum Special Tax for each Zone, exclusive of the Maximum Special Tax for Annexed Property set forth in Exhibit A, and the City Council shall cause an "Amended Notice of Special Tax Lien" to be recorded in compliance with the Act. The amount of Bonds that may be issued will be recalculated and shall not exceed an amount, in which, the Maximum Special Taxes that could be levied on Taxable Property within IA No. 1 in each Fiscal Year, less Administrative Expenses for such Fiscal Year, shall provide no less than 110% coverage on the annual debt service on all Outstanding Bonds, as defined in Section F herein.

2. Subsequent to Issuance of Bonds

If, in any Fiscal Year after the City has issued the first series of Bonds, either (i) a Final Map is proposed to be recorded or (ii) an existing Final Map is proposed to be amended, that will result in a reduction of total Acreage of Taxable Property to less than 47.92 Acres within Zone 1 or, to less than 82.53 Acres within Zone 2, then a mandatory prepayment must be made in accordance with Sections F and G. The mandatory prepayment must be made by the landowners of those Assessor's Parcel(s) that are the subject of the proposed Final Map or the landowners of those Assessor's Parcel(s) that will be amended by the amended Final Map.

If a mandatory prepayment is required, the mandatory prepayment shall be paid as a requirement to record such new Final Map or amended Final Map.

E. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing in Fiscal Year 2008-2009 and for each subsequent Fiscal Year until terminated, the City Council shall levy Special Taxes on all Taxable Property until the total amount of Special Taxes levied equals the Special Tax Requirement in accordance with the following steps:

Step One: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Annexed Property and each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

Step Two: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

Step Three: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

Step Four: If additional monies are needed to satisfy the Special Tax Requirement after all previous steps have occurred, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

F. PREPAYMENT OF SPECIAL TAX

The following definitions apply to this Section F:

"Facilities Costs" means either $6.15 million, expressed in 2008 dollars, which shall increase by the Construction Inflation Index on January 1, 2009, and on each January 1 thereafter, or such lower numbers as shall be determined either by (a) the CFD Administrator as sufficient to finance the Facilities, or (b) the City Council concurrently with a covenant that it will not issue any more CFD No. 7 Bonds secured by IA No. 1 (except refunding bonds) to be secured by Special Taxes levied under this Rate and Method of Apportionment.

"Construction Inflation Index" means the annual percentage change in the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the Calendar Year, which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

"Future Facilities Costs" means the Facilities Costs minus that (a) portion of the Facilities Costs previously and actually funded (i) from the proceeds of all previously issued Bonds, (ii) from interest earnings on the Improvement Fund actually earned prior to the date of prepayment and (iii) directly from Special Tax revenues and (b) amount of the proceeds of all previously issued Bonds then on deposit in the Improvement Fund.

"Improvement Fund" means a fund specifically identified in the Indenture to hold funds, which are currently available for expenditure to acquire or construct the Facilities.

"Outstanding Bonds" means all previously issued Bonds secured by the levy of Special Taxes which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of the Maximum Special Tax.

The Special Tax obligation of an Assessor's Parcel of Taxable Property may be prepaid in full, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time that the Special Tax obligation would be prepaid. The Prepayment Amount for an Assessor's Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor's Parcel intending to prepay all or a part of the Special Tax obligation shall provide the City with written notice of intent to prepay, and within 10 business days of receipt of such notice, the City shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by CFD No. 7 in calculating the proper amount of a prepayment. Within 30 business days of receipt of such non-refundable deposit, the City shall notify such owner of the prepayment amount of such Assessor's Parcel. Prepayment must be made not less than 60 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given by the Trustee pursuant to the Indenture.

The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula (capitalized terms defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance
plus	Administrative Fee
less	Reserve Fund Credit
less	Capitalized Interest Credit
equals	Prepayment Amount

As of the date of prepayment, the Prepayment Amount shall be calculated as follows:

1. For an Assessor's Parcel of Taxable Property, compute the Maximum Special Tax applicable to such Assessor's Parcel.

2. For each Assessor's Parcel intending to prepay, divide the Maximum Special Tax computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Maximum Special Tax applicable to all Assessor's Parcels of Taxable Property, excluding the Maximum Special Taxes of any Assessor's Parcels for which the Special Tax obligation has been previously prepaid.

3. For each Assessor's Parcel intending to prepay, multiply the quotient computed pursuant to paragraph 2 by Outstanding Bonds. The product shall be the "Bond Redemption Amount," for such Assessor's Parcels, as applicable.

0. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds on the next available redemption date to be redeemed with the proceeds of the Bond Redemption Amount. This product is the "Redemption Premium."

1. If (a) all the Bonds authorized to be issued by CFD No. 7 for IA No. 1 have not been issued, and (b) the City Council has not restricted its ability to issue additional bonds in the future, then compute the Future Facilities Amount.

2. The "Future Facilities Amount" shall be calculated by multiplying the quotient computed pursuant to paragraph 2, by the amount if any, determined pursuant to paragraph 5. The product shall be the "Future Facilities Amount."

3. Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment has been received until the earliest redemption date for the Outstanding Bonds, taking into consideration the amount of Special Taxes levied on and paid for the Assessor's Parcel in the current Fiscal Year.

4. Compute the amount the CFD Administrator reasonably expects to be derived from the reinvestment of the Prepayment Amount less the Future Facilities Amount and Administrative Fee (defined in paragraph 10) until the earliest redemption date for the Outstanding Bonds.

5. Subtract the amount computed pursuant to paragraph 8 from the result computed pursuant to paragraph 7. This difference is the "Defeasance."

10. Estimate the administrative fees and expenses associated with the prepayment, including the costs of computation of the Prepayment Amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption. This amount is the "Administrative Fee."

11. Calculate the "Reserve Fund Credit" as the lesser of: (a) the expected reduction in the applicable reserve requirement, if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the applicable reserve fund on the prepayment date. Notwithstanding the foregoing, if the reserve fund requirement is satisfied by a surety bond or other instrument at the time of the prepayment, then no Reserve Fund Credit shall be given. Notwithstanding the foregoing, the Reserve Fund Credit shall in no event be less than $0.

12. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the quotient computed pursuant to step 2 by the expected balance in the capitalized interest fund after such first interest payment (the "Capitalized Interest Credit").

13. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance, and the Administrative Fee, less the Reserve Fund Credit and less the Capitalized Interest Credit.

With respect to the Special Tax obligation that is prepaid pursuant to this Section F, the City Council shall indicate in the records of CFD No. 7 that there has been a prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such prepayment to indicate the prepayment of the Special Tax obligation and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such Special Tax shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Special Tax that may be levied on Taxable Property, net of reasonably estimated annual Administrative Expenses, shall be at least 1.10 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

G. PARTIAL PREPAYMENT OF SPECIAL TAX

The Special Tax obligation of an Assessor's Parcel of Taxable Property may be partially prepaid, as calculated in this Section G, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax obligation would be prepaid.

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = (P_F - A) \times F + A$$

The terms above have the following meanings:

PP = the Partial Prepayment Amount.

P_F = the Prepayment Amount calculated according to Section F.

F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax obligation.

A = Administrative Fees calculated in Section F, step 10

With respect to any Assessor's Parcel that is partially prepaid, the City Council shall indicate in the records of CFD No. 7 that there has been a partial prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such partial prepayment of the Special Tax obligation, to indicate the partial prepayment of the Special Tax obligation and the partial release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Special Tax shall cease.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Tax that may be levied on Taxable Property after such partial prepayment, net of reasonably estimated annual Administrative Expenses, shall be at least 1.10 times the regularly scheduled annual interest and principal payments on all Bonds outstanding after such partial prepayment in each future Fiscal Year.

H. TERMINATION OF SPECIAL TAX

For each Fiscal Year that any Bonds are outstanding, the Special Tax shall be levied on all Assessor's Parcels of Taxable Property within IA No. 1 in accordance with Section E. If any delinquencies for the Special Tax remain uncollected prior to or after all Bonds are retired, the Special Tax may be levied to the extent necessary to reimburse CFD No. 7 for uncollected Special Taxes, but not later than the 2048-49 Fiscal Year.

I. EXEMPTIONS

The City shall classify as Exempt Property: (i) Public Property, (ii) Assessor's Parcels used or owned exclusively by a property owners' association, or (iii) Assessor's Parcels with public or utility easements, including Assessor's Parcels designated as open space or retention basin, making impractical their utilization for other purposes than those set forth in the easement, provided that such classification would not reduce the Acreage of all Taxable Property to less than 47.92 Acres within Zone 1 or, to less than 82.53 Acres within Zone 2. Public Property that cannot be classified as Exempt Property will be classified as Taxable Public Property and shall be subject to the Special Tax in accordance with Section E. All other Assessor's Parcels identified within this section that cannot be classified as Exempt Property will be classified as Provisional Property and will be subject to the Special Tax in accordance with Section E.

J. APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the City Manager of the City not later than twelve months after having paid the first installment of the Special Tax that is disputed. The CFD Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the CFD Administrator's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made (except for the last year of levy), but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

K. MANNER OF COLLECTION

The annual Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 7 may collect the Special Taxes at a different time or in a different manner if necessary to meet its financial obligations.

Exhibit A

IMPROVEMENT AREA 1 NO. OF CITY OF MORENO VALLEY CFD NO. 7 MAXIMUM SPECIAL TAX RATE FOR ANNEXED PROPERTY (1)

Year After Formation	Maximum Special Tax per Acre
1	$658
2	$665
3	$673
4	$682
5	$692
6	$702
7	$714
8	$727
9	$742
10	$758
11	$777
12	$798
13	$821
14	$848
15	$879
16	$915
17	$956
18	$1,005
19	$1,064
20	$1,135
21	$1,222
22	$1,332
23	$1,474
24	$1,665
25	$1,934
26	$2,339
27	$3,015
28	$4,371
29	$8,446

(1) The above Maximum Special Tax rates are based upon the assumed coupon rate of 7.25%, consistent with the other bonding assumptions. These rates will be adjusted based upon the final pricing of the bonds at issuance. Once property is annexed into the CFD, that property's Maximum Special Tax is fixed at the final adjusted amount per acre (after bond issuance) for the year after formation in which the property is annexed.

Exhibit D – Improvement Area No. 2 RMA

IMPROVEMENT AREA NO. 2 OF
COMMUNITY FACILITIES DISTRICT NO. 7
OF THE CITY OF MORENO VALLEY

A special tax as hereinafter defined shall be levied on and collected within Improvement Area No. 2 of Community Facilities District No. 7 of the City of Moreno Valley ("IA No. 2") each Fiscal Year commencing in Fiscal Year 2008-2009, in an amount determined by the City Council of the City of Moreno Valley through the application of the appropriate Special Tax for "Developed Property," "Undeveloped Property," "Provisional Property," and "Taxable Public Property" as described below. All of the real property within IA No. 2, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map, or other recorded instrument. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560. The minimum Acreage of Taxable Property is determined in accordance with Section I.

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

"Administrative Expenses" means any actual ordinary and necessary expense of the City, or designee thereof or both, to carry out the administration of IA No. 2 related to the determination of the amount of the levy of Special Taxes, the collection of Special Taxes, including the expenses of collecting delinquencies and pursuing foreclosures, the administration of Bonds, the payment of a proportional share of salaries and benefits of any City employee whose duties are related to the administration of IA No. 2, fees and expenses for counsel, audits, or other amounts needed to pay rebate to the federal government with respect to the Bonds, costs related to complying with continuing disclosure requirements pursuant to applicable federal and state securities law, costs associated with responding to public inquiries regarding IA No. 2 or the Bonds, and costs otherwise incurred in order to carry out the administration of IA No. 2.

"Annexed Property" means Assessor's Parcels originally identified within the Future Annexation Area that have been annexed to IA No. 2.

"Assessor's Parcel" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel number within the boundaries of IA No. 2.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

"Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which the Special Tax has been pledged.

"Boundary Map" means the "Map of Proposed Boundaries of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California," filed May 16, 2008 in Book 73, Pages 6-8 of Maps of Assessments and Community Facilities Districts in the office of the County Recorder.

"Building Permit" means a permit for new construction for a non-residential structure. For purposes of this definition, "Building Permit" shall not include permits for construction or installation of retaining walls, utility improvements, or other such improvements not intended for human habitation.

"Calendar Year" means the period commencing January 1 of any year and ending the following December 31.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes for IA No. 2.

"CFD No. 7" means Community Facilities District No. 7 of the City of Moreno Valley established by the City under the Act.

"City" means the City of Moreno Valley.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 7, or its designee.

"County" means the County of Riverside.

"Developed Property" means all Assessor's Parcels of Taxable Property for which Building Permits were issued on or before June 1 preceding the Fiscal Year for which Special Taxes are being levied, provided that a Final Map for such Assessor's Parcels was recorded on or before January 1 of the prior Fiscal Year for which Special Taxes may be levied.

"Exempt Property" means all Assessor's Parcels within IA No. 2 which are exempt from the Special Taxes pursuant to law or Section I herein.

"Facilities" means those public facilities authorized to be funded by CFD No. 7 as set forth in the formation documents for CFD No. 7.

"Final Map" means a recorded final map, parcel map, or lot line adjustment, evidencing the subdivision of property pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.).

"Fiscal Year" means the period commencing on July 1 of any year and ending the following June 30.

"Future Annexation Area" means all Assessor's Parcels within the future annexation area of IA No. 2 as determined by reference to the boundary map entitled "Map of Proposed Boundaries of Future Annexation Area of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California," filed May 16, 2008 in Book 73, Pages 9-11 of Maps of Assessments and Community Facilities Districts in the office of the County Recorder.

"Goals and Policies" means the local goals and policies adopted by the City Council concerning the use of the Act that are in effect at the time of formation of CFD No. 7.

"Improvement Area No. 2" or "IA No. 2" means the area within CFD No. 7 designated as Improvement Area No. 2 by reference to the Boundary Map, as such area may be amended by the addition of Annexed Property.

"Indenture" means the indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"Maximum Special Tax" means the maximum Special Tax determined in accordance with Section C, which may be levied by CFD No. 7 in any Fiscal Year on an Assessor's Parcel of Taxable Property.

"Partial Prepayment Amount" means the amount required to prepay a portion of the Special Tax obligation for an Assessor's Parcel, as described in Section G.

"Prepayment Amount" means the amount required to prepay the Special Tax obligation in full for an Assessor's Parcel, as described in Section F.

"Proportionately" means, for Developed Property, the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor's Parcels of Developed Property. For Undeveloped Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property. For Provisional Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor's Parcels of Provisional Property. For Taxable Public Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor's Parcels of Taxable Public Property.

"Provisional Property" means all Assessor's Parcels identified under Section I, excluding Public Property, that are not classified as Exempt Property because such classification would reduce the total Acreage of all Taxable Property to less than 33.89 Acres.

"Public Property" means any property within the boundaries of IA No. 2 that is owned by or irrecoverably dedicated to the City, the federal government, the State of California, the County, or any other public agency.

"Special Tax" means the special tax authorized to be levied by CFD No. 7 pursuant to the Act to fund the Special Tax Requirement.

"Special Tax Requirement" means the amount required in any Fiscal Year for IA No. 2 to fund: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses, (iii) any amount required to establish or replenish any reserve funds established in association with the Bonds, (iv) any delinquencies in the payment of prior years Special Taxes, (v) a reasonable estimate of delinquencies expected to occur in the Fiscal Year in which the Special Tax will be levied, and (vi) the acquisition or construction of eligible Facilities, provided that the inclusion of such amount does not cause an increase in the levy of the Special Tax on Undeveloped Property, less (vii) any amount available to pay debt service or other periodic costs on the Bonds as reasonably determined by the CFD Administrator pursuant to the Indenture.

"Taxable Property" means all Assessor's Parcels that are not exempt from the Special Tax pursuant to law or the Rate and Method of Apportionment of Special Tax.

"Taxable Public Property" means all Assessor's Parcels defined as Public Property that are not classified as Exempt Property under Section I because such classification would reduce the total Acreage of all Taxable Property to less than 33.89 Acres.

"Trustee" means the trustee, fiscal agent, or paying agent under the Indenture.

"Undeveloped Property" means all Assessor's Parcels of Taxable Property, exclusive of Annexed Property, which are not classified as Developed Property, Taxable Public Property, or Provisional Property.

B. CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2008-2009, each Assessor's Parcel shall be classified as Taxable Property or Exempt Property. In addition, each Fiscal Year, each Assessor's Parcel of Taxable Property shall be further classified as Developed Property, Undeveloped Property, Provisional Property, or Taxable Public Property.

C. MAXIMUM SPECIAL TAXES

1. Taxable Property

Each Fiscal Year commencing in Fiscal Year 2008-2009, each Assessor's Parcel of Taxable Property, exclusive of Annexed Property, shall be subject to a Maximum Special Tax equal to $8,287 per Acre.

The Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall be recalculated as Assessor's Parcels within the Future Annexation Area are annexed to IA No. 2 of CFD No.7. Once Annexed Property exists within IA No. 2 of CFD No. 7, the Maximum Special Tax shall be recalculated as follows:

1) Calculate the total amount of Special Taxes that can be generated through the levy of the Maximum Special Tax, exclusive of Annexed Property, by multiplying the original Maximum Special Tax established for IA No. 2 ($8,287 per Acre) by the minimum taxable Acreage originally established for IA No. 2 as defined in Section I (33.89 Acres).

[$8,287 x 33.89 = $280,846]

2) Calculate the total amount of Special Taxes that can be generated by Annexed Property through the levy of the Maximum Special Tax for Annexed Property in accordance with Section C.2.

3) The new Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall equal the result calculated in Step 1, minus the result calculated in Step 2, and then by dividing such amount by the minimum taxable Acreage originally established for IA No. 2 (33.89 Acres).

[$280,846 - Step 2 result]/33.89 =

Maximum Special Tax per Acre for Taxable Property, exclusive of Annexed Property

2. Annexed Property

The Maximum Special Tax for Annexed Property shall be equal to the Maximum Special Tax set forth in Exhibit A.

D. Administrative Adjustments to the Maximum Special Tax

1. Prior to Issuance of Bonds

Prior to the issuance of the first series of Bonds, the CFD Administrator shall calculate the total tax burden for all Assessor's Parcels of Taxable Property, to determine whether or not any reductions are necessary to the Maximum Special Tax rate(s) identified herein in order to comply with the Goals and Policies. In calculating the total tax burden, the CFD Administrator shall (i) refer to the City's Goals and Policies, any market absorption study or price point analysis dated not earlier than 90 days prior to the date of issuance or other such date approved by the City, and any other document available to the City and/or CFD Administrator, and (ii) calculate the total tax burden considering the Maximum Special Tax rates and other governmental liens. The Maximum Special Tax set forth herein may be reduced if it is reasonably determined by the CFD Administrator and/or City, through review of available information related to IA No. 2, that the total tax burden against Taxable Property results in an amount that would reduce the marketability of the Bonds based on consultations with the City's underwriter, financial advisor, and/or other project team consultants engaged by the City. The City will have the final discretion regarding any reduction in the Maximum Special Tax rates identified herein.

If a mandatory Special Tax reduction is implemented, the amount of Bonds that may be issued will be recalculated and shall not exceed an amount in which the Maximum Special Taxes that could be levied on Taxable Property within IA No. 2 in each Fiscal Year, less Administrative Expenses for such Fiscal Year, shall provide no less than 110% coverage on the annual debt service on all Outstanding Bonds, as defined in Section F herein.

2. Subsequent to Issuance of Bonds

If, in any Fiscal Year after the City has issued the first series of Bonds, either (i) a Final Map is proposed to be recorded or (ii) an existing Final Map is proposed to be amended, that will result in a reduction of total Acreage of Taxable Property to less than 33.89 Acres, then a mandatory prepayment must be made in accordance with Sections F and G. The mandatory prepayment must be made by the landowners of those Assessor's Parcel(s) that are the subject of the proposed Final Map or the landowners of those Assessor's Parcel(s) that will be amended by the amended Final Map.

If a mandatory prepayment is required, the mandatory prepayment shall be paid as a requirement to record such new Final Map or amended Final Map.

E. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing in Fiscal Year 2008-2009 and for each subsequent Fiscal Year until terminated, the City Council shall levy Special Taxes on all Taxable Property until the total amount of Special Taxes levied equals the Special Tax Requirement in accordance with the following steps:

Step One: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Annexed Property and each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

Step Two: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

Step Three: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

Step Four: If additional monies are needed to satisfy the Special Tax Requirement after all previous steps have occurred, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

F. PREPAYMENT OF SPECIAL TAX

The following definitions apply to this Section F:

"Facilities Costs" means either $1.73 million, expressed in 2008 dollars, which shall increase by the Construction Inflation Index on January 1, 2009, and on each January 1 thereafter, or such lower numbers as shall be determined either by (a) the CFD Administrator as sufficient to finance the Facilities, or (b) the City Council concurrently with a covenant that it will not issue any more CFD No. 7 Bonds secured by IA No. 2 (except refunding bonds) to be secured by Special Taxes levied under this Rate and Method of Apportionment.

"Construction Inflation Index" means the annual percentage change in the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the Calendar Year, which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

"Future Facilities Costs" means the Facilities Costs minus that (a) portion of the Facilities Costs previously and actually funded (i) from the proceeds of all previously issued Bonds, (ii) from interest earnings on the Improvement Fund actually earned prior to the date of prepayment and (iii) directly from Special Tax revenues and (b) amount of the proceeds of all previously issued Bonds then on deposit in the Improvement Fund.

"Improvement Fund" means a fund specifically identified in the Indenture to hold funds, which are currently available for expenditure to acquire or construct the Facilities.

"Outstanding Bonds" means all previously issued Bonds secured by the levy of Special Taxes which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of the Maximum Special Tax.

The Special Tax obligation of an Assessor's Parcel of Taxable Property may be prepaid in full, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time that the Special Tax obligation would be prepaid. The Prepayment Amount for an Assessor's Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor's Parcel intending to prepay all or a part of the Special Tax obligation shall provide the City with written notice of intent to prepay, and within 10 business days of receipt of such notice, the City shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by CFD No. 7 in calculating the proper amount of a prepayment. Within 30 business days of receipt of such non-refundable deposit, the City shall notify such owner of the prepayment amount of such Assessor's Parcel. Prepayment must be made not less than 60 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given by the Trustee pursuant to the Indenture.

The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula (capitalized terms defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance
plus	Administrative Fee
less	Reserve Fund Credit
less	Capitalized Interest Credit
equals	Prepayment Amount

As of the date of prepayment, the Prepayment Amount shall be calculated as follows:

1. For an Assessor's Parcel of Taxable Property, compute the Maximum Special Tax applicable to such Assessor's Parcel.

1. For each Assessor's Parcel intending to prepay, divide the Maximum Special Tax computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Maximum Special Tax applicable to all Assessor's Parcels of Taxable Property, excluding the Maximum Special Taxes of any Assessor's Parcels for which the Special Tax obligation has been previously prepaid.

3. For each Assessor's Parcel intending to prepay, multiply the quotient computed pursuant to paragraph 2 by Outstanding Bonds. The product shall be the "Bond Redemption Amount," for such Assessor's Parcels, as applicable.

4. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds on the next available redemption date to be redeemed with the proceeds of the Bond Redemption Amount. This product is the "Redemption Premium."

5. If (a) all the Bonds authorized to be issued by CFD No. 7 for IA No. 2 have not been issued, and (b) the City Council has not restricted its ability to issue additional bonds in the future, then compute the Future Facilities Amount.

6. The "Future Facilities Amount" shall be calculated by multiplying the quotient computed pursuant to paragraph 2, by the amount if any, determined pursuant to paragraph 5. The product shall be the "Future Facilities Amount."

7. Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment has been received until the earliest redemption date for the Outstanding Bonds, taking into consideration the amount of Special Taxes levied on and paid for the Assessor's Parcel in the current Fiscal Year.

8. Compute the amount the CFD Administrator reasonably expects to be derived from the reinvestment of the Prepayment Amount less the Future Facilities Amount and Administrative Fee (defined in paragraph 10) until the earliest redemption date for the Outstanding Bonds.

9. Subtract the amount computed pursuant to paragraph 8 from the result computed pursuant to paragraph 7. This difference is the "Defeasance."

10. Estimate the administrative fees and expenses associated with the prepayment, including the costs of computation of the Prepayment Amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption. This amount is the "Administrative Fee."

11. Calculate the "Reserve Fund Credit" as the lesser of: (a) the expected reduction in the applicable reserve requirement, if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the applicable reserve fund on the prepayment date. Notwithstanding the foregoing, if the reserve fund requirement is satisfied by a surety bond or other instrument at the time of the prepayment, then no Reserve Fund Credit shall be given. Notwithstanding the foregoing, the Reserve Fund Credit shall in no event be less than $0.

12. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the quotient computed pursuant to step 2 by the expected balance in the capitalized interest fund after such first interest payment (the "Capitalized Interest Credit").

13. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance, and the Administrative Fee, less the Reserve Fund Credit and less the Capitalized Interest Credit.

With respect to the Special Tax obligation that is prepaid pursuant to this Section F, the City Council shall indicate in the records of CFD No. 7 that there has been a prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such prepayment to indicate the prepayment of the Special Tax obligation and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such Special Tax shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Special Tax that may be levied on Taxable Property, net of reasonably estimated annual Administrative Expenses, shall be at least 1.10 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

G. PARTIAL PREPAYMENT OF SPECIAL TAX

The Special Tax obligation of an Assessor's Parcel of Taxable Property may be partially prepaid, as calculated in this Section G, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax obligation would be prepaid.

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = (P_F - A) \times F + A$$

The terms above have the following meanings:

PP = the Partial Prepayment Amount.

P_F = the Prepayment Amount calculated according to Section F.

F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax obligation.

A = Administrative Fees calculated in Section F, step 10

With respect to any Assessor's Parcel that is partially prepaid, the City Council shall indicate in the records of CFD No. 7 that there has been a partial prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such partial prepayment of the Special Tax obligation, to indicate the partial prepayment of the Special Tax obligation and the partial release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Special Tax shall cease.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Tax that may be levied on Taxable Property after such partial prepayment, net of reasonably estimated annual Administrative Expenses, shall be at least 1.10 times the regularly scheduled annual interest and principal payments on all Bonds outstanding after such partial prepayment in each future Fiscal Year.

H. TERMINATION OF SPECIAL TAX

For each Fiscal Year that any Bonds are outstanding, the Special Tax shall be levied on all Assessor's Parcels of Taxable Property within IA No. 2 in accordance with Section E. If any delinquencies for the Special Tax remain uncollected prior to or after all Bonds are retired, the Special Tax may be levied to the extent necessary to reimburse CFD No. 7 for uncollected Special Taxes, but not later than the 2048-49 Fiscal Year.

I. EXEMPTIONS

The City shall classify as Exempt Property: (i) Public Property, (ii) Assessor's Parcels used or owned exclusively by a property owners' association, or (iii) Assessor's Parcels with public or utility easements, including Assessor's Parcels designated as open space or retention basin, making impractical their utilization for other purposes than those set forth in the easement, provided that such classification would not reduce the Acreage of all Taxable Property to less than 33.89 Acres. Public Property that cannot be classified as Exempt Property will be classified as Taxable Public Property and shall be subject to the Special Tax in accordance with Section E. All other Assessor's Parcels identified within this section that cannot be classified as Exempt Property will be classified as Provisional Property and will be subject to the Special Tax in accordance with Section E.

J. APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the City Manager of the City not later than twelve months after having paid the first installment of the Special Tax that is disputed. The CFD Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the CFD Administrator decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made (except for the last year of levy), but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

K. MANNER OF COLLECTION

The annual Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 7 may collect the Special Taxes at a different time or in a different manner if necessary to meet its financial obligations.

Exhibit A

IMPROVEMENT AREA NO. 2 OF CITY OF MORENO VALLEY CFD NO. 7 MAXIMUM SPECIAL TAX RATE FOR ANNEXED PROPERTY (1)

Year After Formation	Maximum Special Tax per Acre
1	$674
2	$681
3	$689
4	$697
5	$707
6	$718
7	$729
8	$742
9	$757
10	$773
11	$791
12	$812
13	$835
14	$862
15	$893
16	$928
17	$970
18	$1,019
19	$1,077
20	$1,148
21	$1,235
22	$1,345
23	$1,487
24	$1,678
25	$1,947
26	$2,352
27	$3,029
28	$4,386
29	$8,466

(1) The above Maximum Special Tax rates are based upon the assumed coupon rate of 7.50%, consistent with the other bonding assumptions. These rates will be adjusted based upon the final pricing of the bonds at issuance. Once property is annexed into the CFD, that property's Maximum Special Tax is fixed at the final adjusted amount per acre (after bond issuance) for the year after formation in which the property is annexed.

Exhibit E – Improvement Area No. 3 RMA

IMPROVEMENT AREA NO. 3 OF
COMMUNITY FACILITIES DISTRICT NO. 7
OF THE CITY OF MORENO VALLEY

A special tax as hereinafter defined shall be levied on and collected within Improvement Area No. 3 of Community Facilities District No. 7 of the City of Moreno Valley ("IA No. 3") each Fiscal Year commencing in Fiscal Year 2008-2009, in an amount determined by the City Council of the City of Moreno Valley through the application of the appropriate Special Tax for "Developed Property," "Undeveloped Property," "Provisional Property," and "Taxable Public Property" as described below. All of the real property within IA No. 3, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map, or other recorded instrument. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560. The minimum Acreage of Taxable Property is determined in accordance with Section I.

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

"Administrative Expenses" means any actual ordinary and necessary expense of the City, or designee thereof or both, to carry out the administration of IA No. 3 related to the determination of the amount of the levy of Special Taxes, the collection of Special Taxes, including the expenses of collecting delinquencies and pursuing foreclosures, the administration of Bonds, the payment of a proportional share of salaries and benefits of any City employee whose duties are related to the administration of IA No. 3, fees and expenses for counsel, audits, or other amounts needed to pay rebate to the federal government with respect to the Bonds, costs related to complying with continuing disclosure requirements pursuant to applicable federal and state securities law, costs associated with responding to public inquiries regarding IA No. 3 or the Bonds, and costs otherwise incurred in order to carry out the administration of IA No. 3.

"Annexed Property" means Assessor's Parcels originally identified within the Future Annexation Area that have been annexed to IA No. 3.

"Assessor's Parcel" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel number within the boundaries of IA No. 3.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

"Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which the Special Tax has been pledged.

"Boundary Map" means the "Map of Proposed Boundaries of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California," filed May 16, 2008 in Book 73, Pages 6-8 of Maps of Assessments and Community Facilities Districts in the office of the County Recorder.

"Building Permit" means a permit for new construction for a non-residential structure. For purposes of this definition, "Building Permit" shall not include permits for construction or installation of retaining walls, utility improvements, or other such improvements not intended for human habitation.

"Calendar Year" means the period commencing January 1 of any year and ending the following December 31.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes for IA No. 3.

"CFD No. 7" means Community Facilities District No. 7 of the City of Moreno Valley established by the City under the Act.

"City" means the City of Moreno Valley.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 7, or its designee.

"County" means the County of Riverside.

"Developed Property" means all Assessor's Parcels of Taxable Property for which Building Permits were issued on or before June 1 preceding the Fiscal Year for which Special Taxes are being levied, provided that a Final Map for such Assessor's Parcels was recorded on or before January 1 of the prior Fiscal Year for which Special Taxes may be levied.

"Exempt Property" means all Assessor's Parcels within IA No. 3 which are exempt from the Special Taxes pursuant to law or Section I herein.

"Facilities" means those public facilities authorized to be funded by CFD No. 7 as set forth in the formation documents for CFD No. 7.

"Final Map" means a recorded final map, parcel map, or lot line adjustment, evidencing the subdivision of property pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.).

"Fiscal Year" means the period commencing on July 1 of any year and ending the following June 30.

"Future Annexation Area" means all Assessor's Parcels within the future annexation area of IA No. 3 as determined by reference to the boundary map entitled "Map of Proposed Boundaries of Future Annexation Area of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California," filed May 16, 2008 in Book 73, Pages 9-11 of Maps of Assessments and Community Facilities Districts in the office of the County Recorder.

"Goals and Policies" means the local goals and policies adopted by the City Council concerning the use of the Act that are in effect at the time of formation of CFD No. 7.

"Improvement Area No. 3" or "IA No. 3" means the area within CFD No. 7 designated as Improvement Area No. 3 by reference to the Boundary Map, as such area may be amended by the addition of Annexed Property.

"Indenture" means the indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"Maximum Special Tax" means the maximum Special Tax determined in accordance with Section C, which may be levied by CFD No. 7 in any Fiscal Year on an Assessor's Parcel of Taxable Property.

"Partial Prepayment Amount" means the amount required to prepay a portion of the Special Tax obligation for an Assessor's Parcel, as described in Section G.

"Prepayment Amount" means the amount required to prepay the Special Tax obligation in full for an Assessor's Parcel, as described in Section F.

"Proportionately" means, for Developed Property, the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor's Parcels of Developed Property. For Undeveloped Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property. For Provisional Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor's Parcels of Provisional Property. For Taxable Public Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor's Parcels of Taxable Public Property.

"Provisional Property" means all Assessor's Parcels identified under Section I, excluding Public Property, that are not classified as Exempt Property because such classification would reduce the total Acreage of all Taxable Property to less than 65.19 Acres.

"Public Property" means any property within the boundaries of IA No. 3 that is owned by or irrecoverably dedicated to the City, the federal government, the State of California, the County, or any other public agency.

"Special Tax" means the special tax authorized to be levied by CFD No. 7 pursuant to the Act to fund the Special Tax Requirement.

"Special Tax Requirement" means the amount required in any Fiscal Year for IA No. 3 to fund: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses, (iii) any amount required to establish or replenish any reserve funds established in association with the Bonds, (iv) any delinquencies in the payment of prior years Special Taxes, (v) a reasonable estimate of delinquencies expected to occur in the Fiscal Year in which the Special Tax will be levied, and (vi) the acquisition or construction of eligible Facilities, provided that the inclusion of such amount does not cause an increase in the levy of the Special Tax on Undeveloped Property, less (vii) any amount available to pay debt service or other periodic costs on the Bonds as reasonably determined by the CFD Administrator pursuant to the Indenture.

"Taxable Property" means all Assessor's Parcels that are not exempt from the Special Tax pursuant to law or the Rate and Method of Apportionment of Special Tax.

"Taxable Public Property" means all Assessor's Parcels defined as Public Property that are not classified as Exempt Property under Section I because such classification would reduce the total Acreage of all Taxable Property to less than 65.19 Acres.

"Trustee" means the trustee, fiscal agent, or paying agent under the Indenture.

"Undeveloped Property" means all Assessor's Parcels of Taxable Property, exclusive of Annexed Property, which are not classified as Developed Property, Taxable Public Property, or Provisional Property.

B. CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2008-2009, each Assessor's Parcel shall be classified as Taxable Property or Exempt Property. In addition, each Fiscal Year, each Assessor's Parcel of Taxable Property shall be further classified as Developed Property, Undeveloped Property, Provisional Property, or Taxable Public Property.

C. MAXIMUM SPECIAL TAXES

1. Taxable Property

Each Fiscal Year commencing in Fiscal Year 2008-2009, each Assessor's Parcel of Taxable Property, exclusive of Annexed Property, shall be subject to a Maximum Special Tax equal to $5,769 per Acre.

The Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall be recalculated as Assessor's Parcels within the Future Annexation Area are annexed to IA No. 3 of CFD No.7. Once Annexed Property exists within IA No. 3 of CFD No. 7, the Maximum Special Tax shall be recalculated as follows:

1) Calculate the total amount of Special Taxes that can be generated through the levy of the Maximum Special Tax, exclusive of Annexed Property, by multiplying the original Maximum Special Tax established for IA No. 3 ($5,769 per Acre) by the minimum taxable Acreage originally established for IA No. 3 as defined in Section I (65.19 Acres).

[$5,769 x 65.19 = $376,081]

2) Calculate the total amount of Special Taxes that can be generated by Annexed Property through the levy of the Maximum Special Tax for Annexed Property in accordance with Section C.2.

3) The new Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall equal the result calculated in Step 1, minus the result calculated in Step 2, and then by dividing such amount by the minimum taxable Acreage originally established for IA No. 3 (65.19 Acres).

[$376,081 - Step 2 result]/65.19 =

Maximum Special Tax per Acre for Taxable Property, exclusive of Annexed Property

2. Annexed Property

The Maximum Special Tax for Annexed Property shall be equal to the Maximum Special Tax set forth in Exhibit A.

D. Administrative Adjustments to the Maximum Special Tax

1. Prior to Issuance of Bonds

Prior to the issuance of the first series of Bonds, the CFD Administrator shall calculate the total tax burden for all Assessor's Parcels of Taxable Property, to determine whether or not any reductions are necessary to the Maximum Special Tax rate(s) identified herein in order to comply with the Goals and Policies. In calculating the total tax burden, the CFD Administrator shall (i) refer to the City's Goals and Policies, any market absorption study or price point analysis dated not earlier than 90 days prior to the date of issuance or other such date approved by the City, and any other document available to the City and/or CFD Administrator, and (ii) calculate the total tax burden considering the Maximum Special Tax rates and other governmental liens. The Maximum Special Tax set forth herein may be reduced if it is reasonably determined by the CFD Administrator and/or City, through review of available information related to IA No. 3, that the total tax burden against Taxable Property results in an amount that would reduce the marketability of the Bonds based on consultations with the City's underwriter, financial advisor, and/or other project team consultants engaged by the City. The City will have the final discretion regarding any reduction in the Maximum Special Tax rates identified herein.

If a mandatory Special Tax reduction is implemented, the amount of Bonds that may be issued will be recalculated and shall not exceed an amount in which the Maximum Special Taxes that could be levied on Taxable Property within IA No. 3 in each Fiscal Year, less Administrative Expenses for such Fiscal Year, shall provide no less than 110% coverage on the annual debt service on all Outstanding Bonds, as defined in Section F herein.

2. Subsequent to Issuance of Bonds

If, in any Fiscal Year after the City has issued the first series of Bonds, either (i) a Final Map is proposed to be recorded or (ii) an existing Final Map is proposed to be amended, that will result in a reduction of total Acreage of Taxable Property to less than 65.19 Acres, then a mandatory prepayment must be made in accordance with Sections F and G. The mandatory prepayment must be made by the landowners of those Assessor's Parcel(s) that are the subject of the proposed Final Map or the landowners of those Assessor's Parcel(s) that will be amended by the amended Final Map.

If a mandatory prepayment is required, the mandatory prepayment shall be paid as a requirement to record such new Final Map or amended Final Map.

E. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing in Fiscal Year 2008-2009 and for each subsequent Fiscal Year until terminated, the City Council shall levy Special Taxes on all Taxable Property until the total amount of Special Taxes levied equals the Special Tax Requirement in accordance with the following steps:

Step One: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Annexed Property and each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

Step Two: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

Step Three: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

Step Four: If additional monies are needed to satisfy the Special Tax Requirement after all previous steps have occurred, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

F. PREPAYMENT OF SPECIAL TAX

The following definitions apply to this Section F:

"Facilities Costs" means either $2.52 million, expressed in 2008 dollars, which shall increase by the Construction Inflation Index on January 1, 2009, and on each January 1 thereafter, or such lower numbers as shall be determined either by (a) the CFD Administrator as sufficient to finance the Facilities, or (b) the City Council concurrently with a covenant that it will not issue any more CFD No. 7 Bonds secured by IA No. 3 (except refunding bonds) to be secured by Special Taxes levied under this Rate and Method of Apportionment.

"Construction Inflation Index" means the annual percentage change in the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the Calendar Year, which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

"Future Facilities Costs" means the Facilities Costs minus that (a) portion of the Facilities Costs previously and actually funded (i) from the proceeds of all previously issued Bonds, (ii) from interest earnings on the Improvement Fund actually earned prior to the date of prepayment and (iii) directly from Special Tax revenues and (b) amount of the proceeds of all previously issued Bonds then on deposit in the Improvement Fund.

"Improvement Fund" means a fund specifically identified in the Indenture to hold funds, which are currently available for expenditure to acquire or construct the Facilities.

"Outstanding Bonds" means all previously issued Bonds secured by the levy of Special Taxes which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of the Maximum Special Tax.

The Special Tax obligation of an Assessor's Parcel of Taxable Property may be prepaid in full, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time that the Special Tax obligation would be prepaid. The Prepayment Amount for an Assessor's Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor's Parcel intending to prepay all or a part of the Special Tax obligation shall provide the City with written notice of intent to prepay, and within 10 business days of receipt of such notice, the City shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by CFD No. 7 in calculating the proper amount of a prepayment. Within 30 business days of receipt of such non-refundable deposit, the City shall notify such owner of the prepayment amount of such Assessor's Parcel. Prepayment must be made not less than 60 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given by the Trustee pursuant to the Indenture.

The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula (capitalized terms defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance
plus	Administrative Fee
less	Reserve Fund Credit
less	Capitalized Interest Credit
equals	Prepayment Amount

As of the date of prepayment, the Prepayment Amount shall be calculated as follows:

1. For an Assessor's Parcel of Taxable Property, compute the Maximum Special Tax applicable to such Assessor's Parcel.

2. For each Assessor's Parcel intending to prepay, divide the Maximum Special Tax computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Maximum Special Tax applicable to all Assessor's Parcels of Taxable Property, excluding the Maximum Special Taxes of any Assessor's Parcels for which the Special Tax obligation has been previously prepaid.

3. For each Assessor's Parcel intending to prepay, multiply the quotient computed pursuant to paragraph 2 by Outstanding Bonds. The product shall be the "Bond Redemption Amount," for such Assessor's Parcels, as applicable.

4. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds on the next available redemption date to be redeemed with the proceeds of the Bond Redemption Amount. This product is the "Redemption Premium."

5. If (a) all the Bonds authorized to be issued by CFD No. 7 for IA No. 3 have not been issued, and (b) the City Council has not restricted its ability to issue additional bonds in the future, then compute the Future Facilities Amount.

6. The "Future Facilities Amount" shall be calculated by multiplying the quotient computed pursuant to paragraph 2, by the amount if any, determined pursuant to paragraph 5. The product shall be the "Future Facilities Amount."

7. Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment has been received until the earliest redemption date for the Outstanding Bonds, taking into consideration the amount of Special Taxes levied on and paid for the Assessor's Parcel in the current Fiscal Year.

8. Compute the amount the CFD Administrator reasonably expects to be derived from the reinvestment of the Prepayment Amount less the Future Facilities Amount and Administrative Fee (defined in paragraph 10) until the earliest redemption date for the Outstanding Bonds.

9. Subtract the amount computed pursuant to paragraph 8 from the result computed pursuant to paragraph 7. This difference is the "Defeasance."

10. Estimate the administrative fees and expenses associated with the prepayment, including the costs of computation of the Prepayment Amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption. This amount is the "Administrative Fee."

11. Calculate the "Reserve Fund Credit" as the lesser of: (a) the expected reduction in the applicable reserve requirement, if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the applicable reserve fund on the prepayment date. Notwithstanding the foregoing, if the reserve fund requirement is satisfied by a surety bond or other instrument at the time of the prepayment, then no Reserve Fund Credit shall be given. Notwithstanding the foregoing, the Reserve Fund Credit shall in no event be less than $0.

12. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the quotient computed pursuant to step 2 by the expected balance in the capitalized interest fund after such first interest payment (the "Capitalized Interest Credit").

13. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance, and the Administrative Fee, less the Reserve Fund Credit and less the Capitalized Interest Credit.

With respect to the Special Tax obligation that is prepaid pursuant to this Section F, the City Council shall indicate in the records of CFD No. 7 that there has been a prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such prepayment to indicate the prepayment of the Special Tax obligation and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such Special Tax shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Special Tax that may be levied on Taxable Property, net of reasonably estimated annual Administrative Expenses, shall be at least 1.10 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

G. PARTIAL PREPAYMENT OF SPECIAL TAX

The Special Tax obligation of an Assessor's Parcel of Taxable Property may be partially prepaid, as calculated in this Section G, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax obligation would be prepaid.

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = (P_F - A) \times F + A$$

The terms above have the following meanings:

PP = the Partial Prepayment Amount.

P_F = the Prepayment Amount calculated according to Section F.

F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax obligation.

A = Administrative Fees calculated in Section F, step 10

With respect to any Assessor's Parcel that is partially prepaid, the City Council shall indicate in the records of CFD No. 7 that there has been a partial prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such partial prepayment of the Special Tax obligation, to indicate the partial prepayment of the Special Tax obligation and the partial release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Special Tax shall cease.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Tax that may be levied on Taxable Property after such partial prepayment, net of reasonably estimated annual Administrative Expenses, shall be at least 1.10 times the regularly scheduled annual interest and principal payments on all Bonds outstanding after such partial prepayment in each future Fiscal Year.

H. TERMINATION OF SPECIAL TAX

For each Fiscal Year that any Bonds are outstanding, the Special Tax shall be levied on all Assessor's Parcels of Taxable Property within IA No. 3 in accordance with Section E. If any delinquencies for the Special Tax remain uncollected prior to or after all Bonds are retired, the Special Tax may be levied to the extent necessary to reimburse CFD No. 7 for uncollected Special Taxes, but not later than the 2048-49 Fiscal Year.

I. EXEMPTIONS

The City shall classify as Exempt Property: (i) Public Property, (ii) Assessor's Parcels used or owned exclusively by a property owners' association, or (iii) Assessor's Parcels with public or utility easements, including Assessor's Parcels designated as open space or retention basin, making impractical their utilization for other purposes than those set forth in the easement, provided that such classification would not reduce the Acreage of all Taxable Property to less than 65.19 Acres. Public Property that cannot be classified as Exempt Property will be classified as Taxable Public Property and shall be subject to the Special Tax in accordance with Section E. All other Assessor's Parcels identified within this section that cannot be classified as Exempt Property will be classified as Provisional Property and will be subject to the Special Tax in accordance with Section E.

J. APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the City Manager of the City not later than twelve months after having paid the first installment of the Special Tax that is disputed. The CFD Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the CFD Administrator decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made (except for the last year of levy), but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

K. MANNER OF COLLECTION

The annual Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 7 may collect the Special Taxes at a different time or in a different manner if necessary to meet its financial obligations.

Exhibit A

IMPROVEMENT AREA NO. 3 OF CITY OF MORENO VALLEY CFD NO. 7 MAXIMUM SPECIAL TAX RATE FOR ANNEXED PROPERTY (1)

Year After Formation	Maximum Special Tax per Acre
1	$439
2	$444
3	$449
4	$455
5	$461
6	$468
7	$475
8	$484
9	$493
10	$504
11	$516
12	$529
13	$545
14	$562
15	$582
16	$605
17	$632
18	$664
19	$702
20	$748
21	$805
22	$877
23	$970
24	$1,094
25	$1,269
26	$1,533
27	$1,974
28	$2,859
29	$5,518

(1) The above Maximum Special Tax rates are based upon the assumed coupon rate of 7.50%, consistent with the other bonding assumptions. These rates will be adjusted based upon the final pricing of the bonds at issuance. Once property is annexed into the CFD, that property's Maximum Special Tax is fixed at the final adjusted amount per acre (after bond issuance) for the year after formation in which the property is annexed.

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: August 28, 2012

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of July 4 – August 21, 2012.

Reports on Reimbursable Activities July 4 – August 21, 2012		
Council Member	Date	Meeting
William H. Batey II		None
Marcelo Co		None
Robin N. Hastings		None
Jesse L. Molina	7/25/12	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley
Richard A. Stewart	8/7/12	Moreno Valley Hispanic Chamber of Commerce Adelante

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

MINUTES - REGULAR MEETING OF JULY 10, 2012 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

MINUTES - REGULAR MEETING OF JULY 10, 2012 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

MINUTES - REGULAR MEETING OF JULY 10, 2012 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: August 28, 2012

TITLE: A PUBLIC HEARING FOR A CITYWIDE AMENDMENT (PA10-0022) TO TITLE 9, CHAPTER 9.08, SECTION 9.08.100, "LIGHTING", SECTION 9.08.190, "STREET LIGHTING", CHAPTER 9.16, ARTICLE IV, "APPLICATIONS FOR HILLSIDE DEVELOPMENT", SECTION 9.16.235 "HILLSIDE DESIGN GUIDELINES" ARTICLE VI, "APPLICATIONS FOR LIGHTING", SECTION 9.16.280 "GENERAL REQUIREMENTS, AND CHAPTER 9.15 SECTION 9.15.030, "DEFINITIONS" RELATING TO DARK SKY PROVISIONS FOR LIGHTING. THE APPLICANT IS THE CITY OF MORENO VALLEY

RECOMMENDED ACTION

Staff recommends that the City Council conduct a public hearing on the proposed lighting standards. Should the City Council choose not to adopt the new standards, no further action is required. Should the City Council choose to adopt the new standards, the following actions are required:

1. **RECOGNIZE** that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines; and

2. **INTRODUCE** Ordinance No. 851, approving revisions to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general on-site, athletic field/park and street lighting citywide.

BACKGROUND

On October 20, 2009, the City Council provided direction at a study session meeting to review existing lighting standards and provide proposed dark sky provisions for consideration. The review of existing lighting ordinance standards was a direct result of the settlement agreement reached on January 7, 2010, between the Sierra Club, Highland Fairview and the City regarding approval of the Highland Fairview Corporate Park Project and the Skechers warehouse building.

On April 14, 2011, the item was considered by the Planning Commission. At said public hearing, the proposed dark sky lighting ordinance was not recommended due to a belief that proposed dark sky ordinance revisions could be intrusive to existing residential/commercial projects and may lead to public safety concerns with a night lighting curfew.

On July 12, 2011, City Council conducted a public hearing on a proposed citywide dark sky lighting ordinance. At said meeting, the City Council voted to continue the item to a future study session meeting in order for staff to review updated federal and state requirements on maximum wattage of incandescent and fluorescent bulbs and new more energy efficient lighting.

On April 3, 2012, the item was brought before the City Council at a study session meeting. To address a concern about new state and federal requirements for lighting and their ever changing wattage mandates for light bulbs, staff recommended language within the proposed dark sky lighting ordinance where maximum light bulb wattages are reviewed at the equivalency rate of a 100 watt incandescent light bulb and a 26 watt compact fluorescent light bulb. The Council directed staff to schedule the issue for public hearing in August of 2012.

DISCUSSION

Current City of Moreno Valley Municipal Code lighting requirements include provisions to curb on-site lighting such as the current limit for lighting at property lines to a maximum of 0.5 foot candle and residential lighting fixture limit of twelve feet in height. Some of the current lighting standards however, do not facilitate a dark sky approach or assist in promoting energy efficiency. For example, the City currently requires that parking lots and other public spaces be lit “from dusk to dawn” which exceeds the hours of operation for most retail and non-retail properties, especially office and religious establishments.

Although the settlement agreement suggested utilizing standards from the City of Palm Desert, ordinances from the cities of Palm Desert, Beaumont, Palm Springs, Encinitas, San Diego and other cities were reviewed. Standards within these ordinances and draft guidance standards by the International Dark-Sky Association were the basis for the revised lighting provisions. The recent County of Riverside dark sky lighting ordinance

was also reviewed, however it concentrated on residential light trespass and code enforcement related items.

Reasons for changing current lighting practices and drafting a dark sky ordinance include**:**

- Permit reasonable uses of outdoor lighting for nighttime safety, utility, security, and enjoyment while preserving the ambiance of the night;
- Curtail and reverse any degradation of the nighttime visual environment and the night sky;
- Minimize glare and obtrusive light by limiting outdoor lighting that is misdirected, excessive, or unnecessary;
- Conserve energy and resources to the greatest extent possible;
- Help protect the natural environment from the negative effects of night lighting.

The proposed dark sky lighting ordinance is another means of reducing energy on a citywide basis and actually coincides with mandatory measures included in the 2011 Green Building Code. Some of the measures proposed in the ordinance such as full shielding of lights, reducing spillover lighting beyond the property boundary and containing exterior lighting within the property boundaries are consistent with the 2011 Green Building Code. The proposed dark sky ordinance is also consistent with reduced energy consumption measures included as a goal of the City's Energy Efficiency and Climate Action Strategy.

Pursuant to the settlement agreement and direction provided by the City Council, staff developed revised onsite and parking lot lighting, lighting required on streets and rights of way and lighting provided for sports activities within parks and athletic fields for consideration. Based on provisions within the settlement agreement, staff was to report back to City Council with draft lighting requirements and recommendations for consideration without commitment to adopt an ordinance.

Some of the major modifications proposed to the existing lighting standards include:

- Revised development and performance standards including maximum wattage of light bulbs for single-family residential, multiple-family residential (100 watts) and non-residential (commercial and industrial) properties (250 watts);
- All lighting to include full cutoffs to prevent excess trespass for residential-multiple family and all non-residential properties.
- A further reduction of permitted light trespass or spillover lighting on adjacent properties for all non-residential and multi-family residential properties to not

exceed 0.25 foot candle minimum maintained lighting measured from within five (5) feet of any property line consistent with language in the Palm Desert ordinance. This compares with the existing ordinance standard to not exceed 0.50 foot candle at the property line.

- The inclusion of height limits for hillside residential lighting of 8 feet, with all other residential areas not to exceed 12 feet; and non-residential lighting height limits of 30 feet, except within 100 feet of a residential use, where the maximum height would be 20 feet and walkway/courtyard lighting with a maximum of 12 feet in height.

- The addition of lighting curfews for outdoor lighting for non-residential uses requiring all lighting to be reduced by 50 percent beginning at 10:00 p.m. or the close of business, whichever is later, until dawn or the start of business, whichever is earlier.
- The addition of athletic field lighting standards to include horizontal cutoffs to reduce vertical lighting above the fixture for new lighting and retrofit fixtures and a maximum lighting value for lighting recreational athletic fields to be an average maintained 50 foot-candles.

- The modification of existing street light standards to indicate that the installation of street lighting is solely for the purpose of illuminating the public right of way in conformance to the city street lighting standards, which include the provision that the developer will pay all costs related to the installation of street lighting and establish a method for the payment of maintenance and operations.

In the process of updating current lighting standards, staff established a subcommittee with members from Police, Land Development, Transportation, Special Districts, Moreno Valley Utility and Parks and Community Services. All department representatives of the subcommittee assisted in drafting revised lighting language, reviewed draft dark sky lighting standards, and have agreed to the proposed modifications as presented and attached to this report in cross-out/underline and clean copy formats.

ALTERNATIVES

1. **RECOGNIZE** that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines; and **INTRODUCE** Ordinance No. 851, approving revisions to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general on-site, athletic field/park and street lighting citywide. ***Staff recommends this alternative.***

2. **RECOGNIZE** that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines; and **INTRODUCE** Ordinance No. 851, approving revisions to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general on-site, athletic field/park and street lighting citywide. ***Staff does not recommend this alternative.***

NOTIFICATION

Public notice of the proposed Municipal Code Amendment was published in the local newspaper as a 1/8 page display ad on August 10, 2012 and was also mailed to the Sierra Club.

ATTACHMENTS

1. Public hearing notice
2. City Council Ordinance, including clean copies of the Ordinance amendment
3. Strikeout/underline version of Chapter 9, Section 9.08.100 "Lighting" of the Municipal Code
4. Strikeout/underline version of Chapter 9, Section 9.08.190, "Street Lighting" of the Municipal Code
5. Strikeout/underline version of Chapter 9.16, Article IV, "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines" of the Municipal Code
6. Strikeout/underline version of Chapter 9.16, "Applications for Lighting" Section 9.16.280 "General Requirements" of the Municipal Code.
7. Strikeout/underline version of Chapter 9.15, Section 9.15.030 "Definitions" of the Municipal Code.

Prepared By:
Mark Gross, AICP
Senior Planner

Department Head Approval:
Barry Foster
Community & Economic Development Director

Concurred By:
John C. Terell, AICP
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

NOTICE
OF
CITY COUNCIL
PUBLIC HEARING

THE CITY COUNCIL WILL CONSIDER A CITYWIDE AMENDMENT (PA10-0022) TO THE CITY OF MORENO VALLEY MUNICIPAL CODE, TITLE 9 OF THE MORENO VALLEY MUNICIPAL CODE, CHAPTER 9.08, SECTION 9.08.100 "LIGHTING" AND SECTION 9.08.190 "STREET LIGHTING", CHAPTER 9.16, ARTICLE IV "APPLICATIONS FOR HILLSIDE DEVELOPMENT", SECTION 9.16.235 "HILLSIDE DESIGN GUIDELINES", ARTICLE VI "APPLICATIONS FOR LIGHTING", SECTION 9.16.280, "GENERAL REQUIREMENTS", AND CHAPTER 9.15, SECTION 9.15.030 "DEFINITIONS" RELATING TO DARK SKY PROVISIONS FOR LIGHTING.

The amendment would modify current lighting standards including, but not limited to the refinement of existing code standards for general site, athletic field and street lighting to provide a further reduction of light spillover onto adjacent properties and a dark sky approach citywide.

The City Council may consider any appropriate modifications or alternatives to the amendment or environmental determination. The amendment is exempt under California Environmental Quality Act Guidelines Section 15061 in that there is no possibility that the proposed activity may have potential for a significant impact upon the environment.

Any person interested in the proposed project may contact Mark Gross at (951) 413-3215 or at the Community & Economic Development Department at 14177 Frederick Street, Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday – Thursday).

If you challenge any of these items in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Clerk or City Council on or before the following meeting date:

Tuesday, August 28, 2012
6:30 P.M.
City Council Chamber
14177 Frederick Street.
Moreno Valley, CA 92552-0805

ATTACHMENT 1

ORDINANCE NO. 851

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA10-0022 TO AMEND TITLE 9 OF THE MORENO VALLEY MUNICIPAL CODE, CHAPTER 9.08, SECTION 9.08.100 "LIGHTING" AND SECTION 9.08.190 "STREET LIGHTING", CHAPTER 9.16, ARTICLE IV APPLICATIONS FOR HILLSIDE DEVELOPMENT SECTION 9.16.235 "HILLSIDE DESIGN GUIDELINES", ARTICLE VI "APPLICATIONS FOR LIGHTING", SECTION 9.16.280, "GENERAL REQUIREMENTS" AND CHAPTER 9.15, SECTION 9.15.030, "DEFINITIONS" RELATING TO MODIFICATIONS OF GENERAL SITE, STREET AND ATHLETIC FIELD/PARK LIGHTING WITH AN EMPHASIS ON DARK SKY STANDARDS CITYWIDE

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1: RECITALS

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 The ordinance amendment is attached hereto and incorporated herein as Exhibits A through E.

1.4 The item was first heard as a public hearing by the City Council on July 12, 2011. At said meeting the item was continued to a study session meeting in March/April of 2012.

1.5 The item was discussed at City Council Study Session on April 3, 2012, with Council directing staff to place on an agenda for public hearing in August of 2012.

1.6 A second City Council public hearing was conducted for the project on August 28, 2012.

SECTION 2: FINDINGS

2.1 Based upon substantial evidence presented to this City Council during the above-referenced meeting on August 28, 2012, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. **Conformance with General Plan Policies –** The proposed modifications to the Municipal Code are consistent with the General Plan, and its goals, objectives, policies and programs.

ATTACHMENT 2

FACT: The citywide project consists of modifications to existing lighting standards established in the City of Moreno Valley Municipal Code. Numerous sections of the Code will be modified regarding lighting for general site, athletic field and street lighting to provide a further reduction of light spillover onto adjacent properties, a dark sky approach and a reduction of overall energy/electricity use. All of the proposed clarifications and modifications included within the Municipal Code amendment are consistent with, and do not conflict with the goals, objectives, policies, and programs established within the General Plan. Particularly, Objective 2.10.7 of the General Plan indicates that on-site lighting should not cause nuisance levels of light or glare on adjacent properties.

2. **Conformance with Zoning Regulations –** The proposed modifications to the Municipal Code comply with all applicable zoning and other regulations.

   FACT: The primary purpose of modifying current lighting ordinance practices is to permit reasonable uses of outdoor lighting for nighttime safety, utility, security, and enjoyment while preserving the ambiance of the night, curtail and reverse any degradation of the nighttime visual environment and the night sky, minimize glare and obtrusive light by limiting outdoor lighting that is misdirected, excessive, or unnecessary and conserve energy. The amendments to the Municipal Code are consistent with applicable zoning standards and all other regulations within the Code. The newly established language within the amendment are internally consistent and compatible with the purpose and intent of Title 9, and will refine the language within the existing lighting and design standards within the various sections of the Code. The amendments are also internally compatible with other regulations established within the Moreno Valley Development Code.

3. **Health, Safety and Welfare –** The proposed modifications to the Municipal Code will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

   FACT: The modification and enhancement of existing Municipal Code general and design standards for on-site and street lighting with an emphasis on maintaining dark night skies creates a positive environment for the development of Moreno Valley's future and allows for the preservation of night skies and reduction of glare and light in more environmental sensitive land use areas such as residential hillside and open space areas.

Pursuant to Section 15061 of the CEQA Guidelines, the project meets requirements for project exemption as there is no possibility that the modification of existing light standards to further prevent light spillover into adjacent properties and into the night sky may have a significant effect on the environmental, while the activity is not subject to CEQA requirements. The proposed amendment also does not have the potential to adversely affect the public health, safety or welfare of the population residing in the City of Moreno Valley or surrounding jurisdictions.

SECTION 3: ADOPTION

Based on the foregoing recitals and findings, the City Council of the City of Moreno Valley does hereby adopt and approve the ordinance amendment attached hereto as Exhibit A.

SECTION 4: EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5: NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6: EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 11th day of September, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halsted, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 851 had its first reading on August 28, 2012, and had its second reading on September 11, 2012, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of September, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

9.08.100 Lighting.

A. Purpose and Intent. The purpose of this section is to establish regulations and standards for outdoor lighting which will reduce light pollution and trespass generated by residential and non-residential lighting fixtures and devices, while maintaining dark skies. It is also the intent of this section to encourage, through the regulation of the types, construction, installation and uses of outdoor illuminating devices, lighting practices and systems to conserve energy without decreasing safety, security and productivity.

B. Applicability. Lighting standards included in this chapter shall apply to:

1. All new development

2. Any existing development or parking area providing five or more spaces, which is enlarged, reconstructed, altered or changed from its previous configuration shall be subject to illumination requirements included in this chapter.

3. Existing land uses are exempt from specific lighting requirements included in this chapter, except that they are subject either to general lighting intensity standards (i.e. foot candle requirements) in place prior to the effective date of this ordinance or standards of a prior point by point or photometric lighting plan approved by the City. Any general modifications to existing on-site lighting structures or fixtures and/or intensity of lighting may be subject to the regulations provided in the entirety of this chapter as determined by the submittal and review of a new or revised photometric lighting plan.

C. Minimum Development and Performance Standards. All exterior lighting shall meet the following requirements:

1. Single Family Residential Uses.

a. In all single family residential areas, light should be shielded such that the lamp itself or the lamp image is not directly visible outside the property perimeter.

b. The maximum wattage for residential lighting shall be 100 watts incandescent or equivalent light intensity and 26 watts compact fluorescent or equivalent light intensity, except for recreational courts.

c. Lighting standards for recreational courts are subject to Section 9.09.190 "Swimming pools, spas and recreational courts", while approval of all recreational court lighting is subject to a point by point photometric lighting plan submittal.

EXHIBIT A

2. Multiple Family Residential Uses.

a. All outdoor lighting associated with residential uses shall be fully shielded and directed away from adjacent residential properties. Such lighting shall not exceed one-quarter (0.25) foot candle minimum maintained lighting measured from within five (5) feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness.

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass.

c. The maximum wattage for residential lighting shall be 100 watts incandescent or equivalent light intensity and 26 watts compact fluorescent or equivalent light intensity, except as allowed for parking lot lighting and recreational courts.

d. Parking lot lighting for designated multiple family residential parking areas shall meet the requirements included in item (4) (a-c) below.

3. Non-Residential Uses.

a. All outdoor lighting associated with nonresidential uses shall be fully shielded and directed away from surrounding residential uses. Such lighting shall not exceed one quarter (0.25) foot candle minimum maintained lighting measured from within five feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness;

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass;

c. The maximum wattage for non residential uses shall be 250 watts or equivalent light intensity of high intensity discharge (HID) lighting.

4. Off-Street Parking.

a. All parking lots or structures providing more than five spaces for use by the general public and their pedestrian links shall be provided with a minimum coverage of one (1) foot candle of light with a maximum of eight (8) foot candles on the parking or walkway surface, unless otherwise approved, for visibility and security. Such lighting shall not exceed one quarter (0.25) foot candle minimum maintained lighting measured from within five (5) feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness. All wiring shall be underground;

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass;

c. The maximum wattage for parking lot lighting shall be 250 watts or equivalent light intensity of high intensity discharge (HID) lighting;

5. Public Parks, Trails and Athletic Field Lighting.

a. The illumination of outdoor public recreational (sports) facilities, unless a specific recreational activity requiring the lighting is already in progress is prohibited between midnight and dawn. Lighting shall be provided as specified in this chapter. All lighting shall be designed and installed in compliance with the Parks and Community Services document titled "LIGHTING STANDARDS FOR PARKS AND RELATED PUBLIC FACILITIES".

b. Public Parks: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. New lighting for parks and related facilities should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line may be utilized.

c. Trails: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. Lighted trails not incorporated in the roadway shall be illuminated with a minimum maintained twenty-five one-hundredths (0.25) foot-candles of light at ground level during the hours of darkness. New lighting for trails should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line may be utilized.

d. Athletic Field Lighting: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. The maximum lighting value that shall be used in lighting recreational athletic fields shall be an average maintained 50 foot candles. Minimum lighting values shall be per Parks and Community Services Standards. New lighting for athletic fields should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line may be utilized.

*Where the adjacent property line is another City facility, the foot-candles may exceed the maximum requirements.

6. Street Lighting

a. Purpose. The purpose of this section is to establish a set of guidelines with which to regulate the installation, operation and maintenance of overhead street lighting in the City. The City seeks to make provisions for street lighting that will be

beneficial to City residents, and to provide for this lighting in an orderly, efficient and equitable manner. This section serves to establish a uniform standard for location of lights and illumination levels within the City, and clarifies responsibilities for payment of the various costs involved.

b. General Requirements. Unless otherwise waived by the public works director/city engineer for developments within the OS, HR, RR and R1 districts, the provision of streetlights shall be a requirement of all development proposals. Prior to acceptance and approval of a final map, a developer shall construct or enter into an agreement to construct a street lighting system. The following specifications apply to all street lighting in the City, on all public and private roadways. The City has adopted the Southern California Edison (SCE) scheduled rates LS-1, LS-2 and LS-3 or comparable Moreno Valley Utility (MVU) rate standards. Prior to any planning, design, or installation of street lighting, the developer shall confirm the applicable rate schedule with the City. Installation of street lighting shall comply with the provisions of Chapter 9.14 for underground utility installation and shall be in accordance with the specifications of and plans approved by either SCE or MVU and the public works director/city engineer. (Ord. 359 (part), 1992). The developer will pay all costs related to the installation of the street lighting and establish a method for the payment of maintenance and operations. All street lighting installed shall be solely for the purpose of illuminating the public way and shall conform to the city street lighting standards.

c. Luminaire and Lamp Requirements.

1. All street lighting in residential areas shall not exceed 9,500 lumen (one hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

2. All street lighting in nonresidential areas shall not exceed 9,500 lumen (one hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

3. All street lighting for arterial roadways shall not exceed 22,000 lumen (two hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

4. All street lighting shall utilize full-cutoff luminaries and be fully shielded.

5. All street lighting shall meet the current City street lighting standards, unless otherwise approved by the public works director/city engineer.

d. Specific Warrants for Lighting Locations.

The City street lighting standards shall be used to determine locations for all street lighting, unless otherwise approved by the public works director/city engineer.

D. Lighting Height Limits

1. Hillside Residential Areas – Outdoor on-site lighting on hillside residential properties, except for street lighting, shall be mounted on a post with full cutoff not to exceed eight (8) feet above finished grade, or on a building wall or structure not to exceed eight (8) feet above finished grade and fully shielded. Such lighting shall be designed to project downward and shall not create glare on adjacent properties. Lighting attached to a single family residential structure shall not exceed the height of the roof eave.

2. All Other Residential Areas – Outdoor on-site lighting within all other residential areas, except for street lighting, shall be on poles or other supports not exceeding twelve (12) feet in height and fully shielded. Such lighting shall be designed to project downward and shall not create glare on adjacent properties. Lighting attached to all residential structures shall not exceed the height of the roof eave.

3. Non-Residential Areas – Outdoor on-site lighting on commercial and industrial properties, except for street lighting, shall be mounted on a post and fully shielded not to exceed a maximum height of thirty (30) feet, except within 100 feet of a residential use, where the post shall not exceed a maximum height of twenty (20) feet. Posts shall be appropriately scaled for small buildings and lots. All lighting fixtures shall be in scale with the proposed building height. Lighting attached to a building shall not exceed the height of the roof eave or twenty feet, whichever is less.

4. Walkway and Courtyard Lighting - Outdoor on-site lighting for all residential and non-residential walkway and courtyard lighting shall be directed downward and mounted on a post or adjacent structure not to exceed a maximum height of twelve (12) feet or the height of the eaves, whichever is less.

E. Light Trespass Standards. Light trespass shall be minimized by complying with the following standards:

1. Light spillover or trespass for all multiple family residential and non-residential properties shall not exceed one-quarter (0.25) foot candle minimum maintained of illumination measured from within five (5) feet of any property line.

2. All exterior lighting shall be full-cutoff type and fully shielded to prevent spillover onto adjacent properties.

3. All wall pack lighting shall be full-cutoff type and non-adjustable, with light directed away from surrounding properties. Wall packs shall incorporate internal house (wall) side shields, baffles or reflectors to minimize wall brightness.

F. General Guidelines

1. All exterior commercial doors during the hours of darkness shall be illuminated with one (1) to a maximum of three (3) foot candles of maintained lighting.

2. Aisles and passageways related to and within a building complex, during the hours of darkness, shall be illuminated with a maximum of one-half (0.50) to one (1) foot candles of maintained lighting.

3. All lighting shall be enclosed in vandal-resistant fixtures.

4. Lighting shall be adequate to help ensure a safe environment, but not to cause excessive glare or intense light.

5. For safety, identification and convenience, the entrances of building and parking areas shall be illuminated.

6. In multifamily developments, laundry rooms shall be well-lit at all times as they are intended for tenant use. Lights shall be placed on photo cell or automatic timers, and no switches shall be available to tenants to turn the lights off.

G. Lighting Curfew

1. Except as specified elsewhere in this Section, outdoor lighting systems in non-residential areas shall be turned off or reduced by at least fifty percent (50%) beginning at 10:00 p.m. or the close of business, whichever is later, until dawn or the start of business, whichever is earlier. The reduction of lighting shall be determined as an overall average for the parcel. When possible, the lighting system shall be turned off rather than reduced in lighting levels. Lighting shall be equipped with controls for photocell on and timer off.

2. All walkway, security and street lighting may remain on all night.

H. Lighting Prohibitions

1. Overhead roof lighting is prohibited.

2. The installation of mercury vapor outdoor lighting fixtures is prohibited.

3. Adjustable outdoor lighting fixture mounts are prohibited. All fixtures shall be permanently installed so as to maintain shielding requirements, except that landscape and ornamental lighting may use flexible or adjustable mounting systems.

4 Lighting fixtures mounted in such a way as to aim only towards a property line are prohibited.

5. Lighting which interferes with the safe operation of a motor vehicle as determined by the Police Chief or City Engineer is prohibited.

6. Billboard lighting which is pointed upward is prohibited.

I. Lighting Exemptions. The following lighting is exempt from this Chapter:

1. Swimming pool lighting

2. Lighting for exit signs and other illumination required by the building code

3. Lighting for exterior stairs and ramps, as required by the building code

4. Decorative lighting, as approved by the Community and Economic Development Director

5. Holiday and temporary lighting

6. Low voltage landscape lighting

7. Lights used for the illumination of flags as required by law.

8. Portable temporary lighting used by law enforcement or emergency services personnel to protect life or property.

9. Motion detector lighting fixtures are exempt provided that there is no light trespass onto adjacent residential properties.

10. Exposed string outdoor lighting is exempt provided that:

a. Lighting shall consist exclusively of white light with a clear bulb;

b. Installation of such lighting shall be limited to the lighting of living landscape features (shrubs and trees) in outside dining areas or within parking areas of a commercial center or plaza.

J. Lighting plans and evidence of lighting compliance. The application for any required city approval involving residential and non-residential nonexempt outdoor light fixtures shall include evidence that the proposed work will comply with this chapter. The submission shall contain the following:

1. The location of the site where the outdoor light fixtures will be installed;

2. Plans showing the location and type of all fixtures, both existing and proposed, on the premises, including point by point photometric lighting levels;

3. A description of the outdoor light fixtures including, but not limited to manufacturer's catalog cuts, photometric reports with candela distribution, drawings, and shielding information;

4. Submittal drawings shall be signed by a licensed professional engineer or by the licensed electrical contractor that is performing the work. This engineer or contractor shall be held responsible for the content and accuracy of the submittal design. Submittals must contain the name of the company that prepared the drawings and the name, title, and telephone number of the person that performed the design work.

5. All plans resubmitted for approval shall include a written description of all changes and comments attached to the plan check comments.

~~**9.08.190 Street lighting.**~~

~~A. Unless otherwise waived by the public works director for developments within the OS, HR, RR and R1 districts, the provision of street lights shall be a requirement of all development proposals.~~

~~B. Prior to acceptance and approval of a final map, a developer shall construct or enter into an agreement to construct a street lighting system of either:~~

~~1. A utility-owned ornamental system consisting of standard ornamental electroliers customarily furnished by the utility or other design approved by the utility and the public works director; or~~

~~2. A municipally-owned ornamental system consisting of reinforced concrete or steel standards with underground wiring or other design approved by the public works director.~~

~~C. If a utility-owned ornamental system is installed, the developer shall be liable for and shall pay all charges attributable to such installation.~~

~~D. If a municipally-owned underground ornamental system is installed, the developer shall be liable for and shall pay all costs incurred in installing the entire system.~~

~~E. Installation of street lighting shall comply with the provisions of Chapter 9.14 for underground utility installation and shall be in accordance with the specifications of and plans approved by the utility-owned system and the public works director. (Ord. 359 (part), 1992)~~

EXHIBIT B

9.16.235 Hillside design standards.

A. Site Plan Design. Each structure shall be located in the most accessible, least visually prominent, most geologically stable portion or portions of the site, and at the lowest feasible elevation. Structures shall also be aligned with the natural contours of the site. Locating structures in the least prominent locations is particularly important on open hillsides where the high visibility of construction should be minimized by placing structures so that they will be screened by existing vegetation, depressions in topography, or other natural features. In addition, the following standards shall apply:

1. Significantly visible rock outcroppings should be preserved and incorporated into the site plan.

2. All pads and driveways shall, to the fullest extent practicable, follow and utilize the natural contours of the land to minimize disturbance and shall not be located on the crest of a natural ridgeline.

3. Clustering of development on flatter areas of the site is strongly encouraged.

4. Dwelling units and structures shall be sited in a manner that will:

a. Retain outward views from each unit;

b. Preserve or enhance vistas and ridgelines, particularly those seen from public places and rights-of-way in the valley below;

c. Preserve natural hydrology, native plant materials and areas of historic significance.

5. In areas adjacent to a ridgeline or in moderate slope areas, dwelling units and structures shall be sited to:

a. Use the natural ridgeline as a backdrop for structures;

b. Use landscape plant materials as a backdrop;

c. Use the structure to conceal cut slopes;

d. Retain major natural skyline profiles;

e. The topmost point of a proposed structure and all site grading shall be at least thirty (30) feet below the top of the nearest ridge or knoll.

EXHIBIT C

6. Encourage smaller pad to lot size ratios for all dwelling units.

7. Streets, both public and private, shall be developed below the crest of a natural ridgeline.

B. Architectural Design. The following architectural design standards shall apply:

1. Building development color palettes, including roofing, fencing and exterior building materials, shall be "earth tones" compatible with the natural color of the terrain and vegetation, and shall be approved by the community development director.

2. The design of the structure should give consideration to the lot's size and configuration in order to avoid the appearance of overbuilding and to minimize the blocking of views.

3. Large expanses of a single material on walls, roofs or paving areas should be avoided. Create interesting small scale patterns by breaking up building mass, varying building materials, etc. Building plans and elevations should be varied throughout a development to avoid a monotonous "cookie-cutter" look.

4. Horizontal and vertical architecture detailing of building articulation, such as overhangs, projections, alcoves, varied roof-plains, building offsets, etc. should be used to avoid large expanses of a wall in a single plain and to create light and shadow.

5. Brightly colored structures and roofs and reflective glass or building materials are expressly prohibited. Materials and colors shall blend with the natural hillside environment to the greatest degree feasible. Specific materials that are encouraged are those with natural colors and textures, including stone, wood, textured stucco and brick.

6. Where it will not result in increased grading and landform alteration, the limitation of structures to a single story is strongly encouraged.

7. The use of undulating walls that follow the land form are highly encouraged.

8. Detaching the garage shall be encouraged, while retaining walls shall be integrated into the garage walls on sloping lots to reduce grading and minimize visibility of walls.

9. Include architectural enrichments and variations in roof massing. Roofs should have low profiles to minimize their visual impact. On sloping land, the roof pitch should follow the slope of the hillside, instead of being perpendicular to the hillside or opposing hillside slope. Upper stories should not be cantilevered out of the opposite direction of the hillside slope.

C. Lighting Design. The intent of lighting standards for designated hillside properties is to preserve the low light level conditions that are inherently characteristic of hillside areas. The following lighting design standards shall apply:

1. Lights shall not be located on the portion(s) of the site that has not been disturbed.

2. Lights mounted on dwellings, buildings or structures shall be fully shielded and directed away from adjacent developments.

3. All light fixtures should be directed downward and properly aimed on the targeted areas to maximize their effectiveness and minimize the total number of light fixtures.

4. All lighting shall be low scale and low intensity and directed downward and away from the view of others.

5. Road, driveway and walkway lights should be located on the "downhill" side and aimed toward the "uphill" side and should be fully shielded from below and only light the driveway surface.

6. Lighting fixtures on properties should be mounted on a post not to exceed a height of eight (8) feet above finished grade, or on a building wall not to exceed a height of eight (8) feet above finished grade and fully shielded, or on a structure not to exceed a height of eight (8) feet above finished grade and fully shielded for security lighting.

7. Street lighting shall be limited to the greatest degree feasible to maintain a "dark sky" environment. Typically, streetlights should be limited to street intersections or other locations where safety concerns predicate the need for illumination. (Ord. 773 § 3, 2008)

"Land use ordinance" means the city of Moreno Valley development code as amended.

Lighting (Minimum Maintained). "Minimum maintained lighting" means a method of measuring light at the ground level.

9.15.030

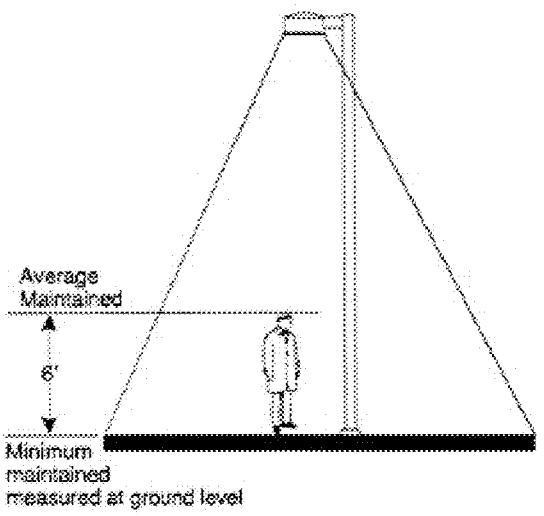

Figure 9.15.030-10

Lighting (Minimum Maintained)

"Light Trespass" means any artificial light or glare from a light fixture onto neighboring property that interferes with viewing of the night sky, or eliminates the ability to have darkness on the adjacent property, or shines into neighboring windows, properties or structures.

"Livestock" means and includes cows, bulls, calves and heifers, except pigs.

"Live/work unit" means a residential dwelling unit where there is one or more rooms containing working space located within, adjacent to, or near the residential unit, and one or more individuals living in the residential unit regularly use the working space to earn their livelihood, usually in professional or design related activities.

EXHIBIT D

9.16.280 General requirements.

A. Purpose and Intent Lighting shall serves both safety and aesthetic purposes, while reducing unnecessary light pollution and maintaining dark skies. Effective lighting will highlight building features and add emphasis to important spaces and entryways, while limiting glare and light trespass onto adjacent properties. The intent of these guidelines is to encourage effective and innovative lighting as an integral design component of a project.

B. General Guidelines.

1. Exterior lighting should relate to the design the project, highlighting architectural elements and details without deflecting unnecessary light and glare onto surrounding properties.

2. Lighting should improve the visual identification of residences and businesses.

3. Energy efficient lighting of buildings is encouraged.

4. High-intensity security lighting fixtures should be concealed by landscaping or building architectural elements.

5. The location, color and intensity of private lighting should relate to and complement public lighting.

6. Lighting fixture design should complement the overall design theme of the project in which they are located.

7. At hazardous locations such as changes of grade, low level supplemental lighting units should be used.

8. Where low level lighting (below five feet) is used, fixtures should be placed so that they do not produce glare.

EXHIBIT E

9.08.100 Lighting.

A. Purpose and Intent. The purpose of this section is to establish regulations and standards for outdoor lighting which will reduce light pollution and trespass generated by residential and non-residential lighting fixtures and devices, while maintaining dark skies. It is also the intent of this section to encourage, through the regulation of the types, construction, installation and uses of outdoor illuminating devices, lighting practices and systems to conserve energy without decreasing safety, security and productivity.

B. Applicability. Lighting standards included in this chapter shall apply to:

1. All new development

2. ~~Each~~ Any existing development or parking area providing five or more spaces, which is enlarged, reconstructed, altered or changed from its previous configuration shall be subject to ~~these~~ illumination requirements included in this chapter.

3. Existing land uses are exempt from specific lighting requirements included in this chapter, except that they are subject either to general lighting intensity standards (i.e. foot candle requirements) in place prior to the effective date of this ordinance or standards of a prior point by point or photometric lighting plan approved by the City. Any general modifications to existing on-site lighting structures or fixtures and/or intensity of lighting may be subject to the regulations provided in the entirety of this chapter as determined by the submittal and review of a new or revised photometric lighting plan.

C. Minimum Development and Performance Standards. All exterior lighting shall meet the following requirements:

1. Single Family Residential Uses.

a. In all single family residential areas, light should be shielded such that the lamp itself or the lamp image is not directly visible outside the property perimeter.

b. The maximum wattage for residential lighting shall be 100 watts incandescent or equivalent light intensity and 26 watts compact fluorescent or equivalent light intensity, except for recreational courts.

c. Lighting standards for recreational courts are subject to Section 9.09.190 "Swimming pools, spas and recreational courts", while approval of all recreational court lighting is subject to a point by point photometric lighting plan submittal.

ATTACHMENT 3

2. Multiple Family Residential Uses.

a. All outdoor lighting associated with residential uses shall be fully shielded and directed away from adjacent residential properties. Such lighting shall not exceed one-quarter (0.25) foot candle minimum maintained lighting measured from within five (5) feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness.

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass.

c. The maximum wattage for residential lighting shall be 100 watts incandescent or equivalent light intensity and 26 watts compact fluorescent or equivalent light intensity, except as allowed for parking lot lighting and recreational courts.

d. Parking lot lighting for designated multiple family residential parking areas shall meet the requirements included in item (4) (a-c) below.

3. Non-Residential Uses.

~~A.~~ a. All outdoor lighting associated with nonresidential uses shall be fully shielded and directed away from surrounding residential uses. Such lighting shall not exceed ~~one-half (0.50)~~ one quarter (0.25) foot candle minimum maintained lighting ~~beyond the property containing the nonresidential use~~ measured from within five feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness;

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass;

c. The maximum wattage for non residential uses shall be 250 watts or equivalent light intensity of high intensity discharge (HID) lighting.

4. Off-Street Parking.

~~B.~~ a. All parking lots or structures providing more than five spaces for use by the general public and their pedestrian links shall be provided with a minimum coverage of one (1) foot candle of light with a maximum of eight (8) foot candles on the parking or walkway surface ~~from dusk until dawn~~, unless otherwise approved, for visibility and security ~~over the entire parking surface~~. ~~Wiring shall be underground unless existing overhead lines can serve the need without any additional overhead lines~~. ~~Each parking area of five or more spaces existing prior to the effective date of the ordinance codified in this chapter which is enlarged, constructed, altered, or changed from its previous configuration shall be subject to these illumination requirements.~~ Such lighting

shall not exceed ~~one-half (0.50)~~ one quarter (0.25) foot candle minimum maintained lighting ~~beyond the property containing the non-residential use~~ measured from within five (5) feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness. All wiring shall be underground;

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass;

c. The maximum wattage for parking lot lighting shall be 250 watts or equivalent light intensity of high intensity discharge (HID) lighting;

5. Public Parks, Trails and Athletic Field Lighting.

a. The illumination of outdoor public recreational (sports) facilities, unless a specific recreational activity requiring the lighting is already in progress is prohibited between midnight and dawn. Lighting shall be provided as specified in this chapter. All lighting shall be designed and installed in compliance with the Parks and Community Services document titled "LIGHTING STANDARDS FOR PARKS AND RELATED PUBLIC FACILITIES".

b. Public Parks: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. New lighting for parks and related facilities should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line may be utilized.

c. Trails: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. Lighted trails not incorporated in the roadway shall be illuminated with a minimum maintained twenty-five one-hundredths (0.25) foot-candles of light at ground level during the hours of darkness. New lighting for trails should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line may be utilized.

d. Athletic Field Lighting: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. The maximum lighting value that shall be used in lighting recreational athletic fields shall be an average maintained 50 foot candles. Minimum lighting values shall be per Parks and Community Services Standards. New lighting for athletic fields should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line may be utilized.

*Where the adjacent property line is another City facility, the foot-candles may exceed the maximum requirements.

6. Street Lighting

a. Purpose. The purpose of this section is to establish a set of guidelines with which to regulate the installation, operation and maintenance of overhead street lighting in the City. The City seeks to make provisions for street lighting that will be beneficial to City residents, and to provide for this lighting in an orderly, efficient and equitable manner. This section serves to establish a uniform standard for location of lights and illumination levels within the City, and clarifies responsibilities for payment of the various costs involved.

b. General Requirements. Unless otherwise waived by the public works director/city engineer for developments within the OS, HR, RR and R1 districts, the provision of streetlights shall be a requirement of all development proposals. Prior to acceptance and approval of a final map, a developer shall construct or enter into an agreement to construct a street lighting system. The following specifications apply to all street lighting in the City, on all public and private roadways. The City has adopted the Southern California Edison (SCE) scheduled rates LS-1, LS-2 and LS-3 or comparable Moreno Valley Utility (MVU) rate standards. Prior to any planning, design, or installation of street lighting, the developer shall confirm the applicable rate schedule with the City. Installation of street lighting shall comply with the provisions of Chapter 9.14 for underground utility installation and shall be in accordance with the specifications of and plans approved by either SCE or MVU and the public works director/city engineer. (Ord. 359 (part), 1992). The developer will pay all costs related to the installation of the street lighting and establish a method for the payment of maintenance and operations. All street lighting installed shall be solely for the purpose of illuminating the public way and shall conform to the city street lighting standards.

c. Luminaire and Lamp Requirements.

1. All street lighting in residential areas shall not exceed 9,500 lumen (one hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

2. All street lighting in nonresidential areas shall not exceed 9,500 lumen (one hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

3. All street lighting for arterial roadways shall not exceed 22,000 lumen (two hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

4. All street lighting shall utilize full-cutoff luminaries and be fully shielded.

5. All street lighting shall meet the current City street lighting standards, unless otherwise approved by the public works director/city engineer.

d. Specific Warrants for Lighting Locations.

The City street lighting standards shall be used to determine locations for all street lighting, unless otherwise approved by the public works director/city engineer.

D. Lighting Height Limits

1. Hillside Residential Areas – Outdoor on-site lighting on hillside residential properties, except for street lighting, shall be mounted on a post with full cutoff not to exceed eight (8) feet above finished grade, or on a building wall or structure not to exceed eight (8) feet above finished grade and fully shielded. Such lighting shall be designed to project downward and shall not create glare on adjacent properties. Lighting attached to a single family residential structure shall not exceed the height of the roof eave.

2. All Other Residential Areas – Outdoor on-site lighting within all other residential areas, except for street lighting, shall be on poles or other supports not exceeding twelve (12) feet in height and fully shielded. Such lighting shall be designed to project downward and shall not create glare on adjacent properties. Lighting attached to all residential structures shall not exceed the height of the roof eave.

3. Non-Residential Areas – Outdoor on-site lighting on commercial and industrial properties, except for street lighting, shall be mounted on a post and fully shielded not to exceed a maximum height of thirty (30) feet, except within 100 feet of a residential use, where the post shall not exceed a maximum height of twenty (20) feet. Posts shall be appropriately scaled for small buildings and lots. All lighting fixtures shall be in scale with the proposed building height. Lighting attached to a building shall not exceed the height of the roof eave or twenty feet, whichever is less.

4. Walkway and Courtyard Lighting - Outdoor on-site lighting for all residential and non-residential walkway and courtyard lighting shall be directed downward and mounted on a post or adjacent structure not to exceed a maximum height of twelve (12) feet or the height of the eaves, whichever is less.

E. Light Trespass Standards. Light trespass shall be minimized by complying with the following standards:

1. Light spillover or trespass for all multiple family residential and non-residential properties shall not exceed one-quarter (0.25) foot candle minimum maintained of illumination measured from within five (5) feet of any property line.

2. All exterior lighting shall be full-cutoff type and fully shielded to prevent spillover onto adjacent properties.

3. All wall pack lighting shall be full-cutoff type and non-adjustable, with light directed away from surrounding properties. Wall packs shall incorporate internal house (wall) side shields, baffles or reflectors to minimize wall brightness.

F. General Guidelines

1. All exterior commercial doors during the hours of darkness shall be illuminated with one (1) to a maximum of three (3) foot candles of ~~minimum~~ maintained lighting.

2. Aisles and passageways ~~and recesses~~ related to and within a building complex, during the hours of darkness, shall be illuminated ~~to~~ with a maximum of one-half (0.50) to one (1) foot candles of ~~minimum~~ maintained lighting.

3. All lighting shall be enclosed in vandal-resistant fixtures.

4. Lighting shall be adequate to help ensure a safe environment, but not to cause excessive glare or intense light.

5. For safety, identification and convenience, the entrances of building and parking areas shall be illuminated.

6. In multifamily developments, laundry rooms shall be well-lit at all times as they are intended for tenant use. Lights shall be placed on photo cell or automatic timers, and no switches shall be available to tenants to turn the lights off.

~~7. All residential dwellings shall display street numbers in a prominent location on the street side of the residence in such a position that the numbers are easily visible to approaching emergency vehicles. The numbers shall be consistently located on each dwelling throughout the development. The numerals shall be no less than four inches in height and shall be of low voltage lighted address fixtures. (Ord. 698 § 3.1(d), 2005; Ord. 359 (part), 1992)~~

G. Lighting Curfew

1. Except as specified elsewhere in this Section, outdoor lighting systems in non-residential areas shall be turned off or reduced by at least fifty percent (50%) beginning at 10:00 p.m. or the close of business, whichever is later, until dawn or the start of business, whichever is earlier. The reduction of lighting shall be determined as an overall average for the parcel. When possible, the lighting system shall be turned off rather than reduced in lighting levels. Lighting shall be equipped with controls for photocell on and timer off.

2. All walkway, security and street lighting may remain on all night.

H. Lighting Prohibitions

1. Overhead roof lighting is prohibited.

2. The installation of mercury vapor outdoor lighting fixtures is prohibited.

3. Adjustable outdoor lighting fixture mounts are prohibited. All fixtures shall be permanently installed so as to maintain shielding requirements, except that landscape and ornamental lighting may use flexible or adjustable mounting systems.

4 Lighting fixtures mounted in such a way as to aim only towards a property line are prohibited.

5. Lighting which interferes with the safe operation of a motor vehicle as determined by the Police Chief or City Engineer is prohibited.

6. Billboard lighting which is pointed upward is prohibited.

I. Lighting Exemptions. The following lighting is exempt from this Chapter:

1. Swimming pool lighting

2. Lighting for exit signs and other illumination required by the building code

3. Lighting for exterior stairs and ramps, as required by the building code

4. Decorative lighting, as approved by the Community and Economic Development Director

5. Holiday and temporary lighting

6. Low voltage landscape lighting

7. Lights used for the illumination of flags as required by law.

8. Portable temporary lighting used by law enforcement or emergency services personnel to protect life or property.

9. Motion detector lighting fixtures are exempt provided that there is no light trespass onto adjacent residential properties.

10. Exposed string outdoor lighting is exempt provided that:

a. Lighting shall consist exclusively of white light with a clear bulb;

b. Installation of such lighting shall be limited to the lighting of living landscape features (shrubs and trees) in outside dining areas or within parking areas of a commercial center or plaza.

J. Lighting plans and evidence of lighting compliance. The application for any required city approval involving residential and non-residential nonexempt outdoor light fixtures shall include evidence that the proposed work will comply with this chapter. The submission shall contain the following:

1. The location of the site where the outdoor light fixtures will be installed;

2. Plans showing the location and type of all fixtures, both existing and proposed, on the premises, including point by point photometric lighting levels;

3. A description of the outdoor light fixtures including, but not limited to manufacturer's catalog cuts, photometric reports with candela distribution, drawings, and shielding information;

4. Submittal drawings shall be signed by a licensed professional engineer or by the licensed electrical contractor that is performing the work. This engineer or contractor shall be held responsible for the content and accuracy of the submittal design. Submittals must contain the name of the company that prepared the drawings and the name, title, and telephone number of the person that performed the design work.

5. All plans resubmitted for approval shall include a written description of all changes and comments attached to the plan check comments.

~~C. Use of the following forms of outdoor lighting shall be prohibited between midnight and dawn:~~

~~1. The operation of searchlights for advertising purposes; and~~

~~2. The illumination of outdoor public recreational facilities, unless a specific recreational activity requiring the lighting is already in progress. Security lighting shall be provided.~~

~~D. Overhead roof lighting is prohibited.~~

~~E. Outdoor lighting within residential areas, except for street lighting, shall be on poles or other supports not exceeding twelve (12) feet in height. Such lighting shall be designed to project downward and shall not create glare on adjacent properties.~~

~~F. All exterior commercial doors during the hours of darkness shall be illuminated with one footcandle, minimum maintained of light on the surface.~~

~~G. Aisles, passageways and recesses related to and within a building complex, during the hours of darkness, shall be illuminated to one-half footcandle, minimum maintained on the surface.~~

~~H. All lighting shall be enclosed in vandal-resistant fixtures.~~

~~I. General Guidelines.~~

~~1. Lighting shall be adequate to help ensure a safe environment, but not to cause excessive glare or intense light.~~

~~2. For safety, identification and convenience, the entrances of building and parking areas shall be illuminated. All illumination of streets, parking areas and other project areas shall provide a variety of light quality and intensity, emphasizing areas of high vehicular and pedestrian activity with increased light intensity.~~

~~3. All exterior lighting shall be shielded to prevent spillover onto adjacent properties.~~

~~4. Industrial and manufacturing developments shall provide adequate lighting for safe and secure on-site parking, loading, storage, receiving and pedestrian areas.~~

~~5. All exterior doors on commercial structures shall be illuminated with a "minimum maintained" of one footcandle of light on the door surface during hours of darkness.~~

~~6. Aisles, passageways and recesses within a building complex shall be illuminated with a "minimum maintained" of one-half footcandle of light during hours of darkness.~~

~~7. All lighting shall be enclosed in vandal-resistant fixtures.~~

~~8. In multifamily developments, laundry rooms shall be well-lit at all times they are intended for tenant use. Lights shall be placed on photo cell or automatic timers, and no switches shall be available to tenants to turn the lights off.~~

~~9. All residential dwellings shall display street numbers in a prominent location on the street side of the residence in such a position that the numbers are easily visible to approaching emergency vehicles. The numbers shall be consistently located on each dwelling throughout the development. The numerals shall be no less than four inches in height and shall be of low voltage lighted address fixtures. (Ord. 698 § 3.1(d), 2005; Ord. 359 (part), 1992)~~

~~**9.08.190 Street lighting.**~~

~~A. Unless otherwise waived by the public works director for developments within the OS, HR, RR and R1 districts, the provision of street lights shall be a requirement of all development proposals.~~

~~B. Prior to acceptance and approval of a final map, a developer shall construct or enter into an agreement to construct a street lighting system of either:~~

~~1. A utility-owned ornamental system consisting of standard ornamental electroliers customarily furnished by the utility or other design approved by the utility and the public works director; or~~

~~2. A municipally-owned ornamental system consisting of reinforced concrete or steel standards with underground wiring or other design approved by the public works director.~~

~~C. If a utility-owned ornamental system is installed, the developer shall be liable for and shall pay all charges attributable to such installation.~~

~~D. If a municipally-owned underground ornamental system is installed, the developer shall be liable for and shall pay all costs incurred in installing the entire system.~~

~~E. Installation of street lighting shall comply with the provisions of Chapter 9.14 for underground utility installation and shall be in accordance with the specifications of and plans approved by the utility-owned system and the public works director. (Ord. 359 (part), 1992)~~

ATTACHMENT 4

9.16.235 Hillside design standards.

A. Site Plan Design. Each structure shall be located in the most accessible, least visually prominent, most geologically stable portion or portions of the site, and at the lowest feasible elevation. Structures shall also be aligned with the natural contours of the site. Locating structures in the least prominent locations is particularly important on open hillsides where the high visibility of construction should be minimized by placing structures so that they will be screened by existing vegetation, depressions in topography, or other natural features. In addition, the following standards shall apply:

1. Significantly visible rock outcroppings should be preserved and incorporated into the site plan.

2. All pads and driveways shall, to the fullest extent practicable, follow and utilize the natural contours of the land to minimize disturbance and shall not be located on the crest of a natural ridgeline.

3. Clustering of development on flatter areas of the site is strongly encouraged.

4. Dwelling units and structures shall be sited in a manner that will:

a. Retain outward views from each unit;

b. Preserve or enhance vistas and ridgelines, particularly those seen from public places and rights-of-way in the valley below;

c. Preserve natural hydrology, native plant materials and areas of historic significance.

5. In areas adjacent to a ridgeline or in moderate slope areas, dwelling units and structures shall be sited to:

a. Use the natural ridgeline as a backdrop for structures;

b. Use landscape plant materials as a backdrop;

c. Use the structure to conceal cut slopes;

d. Retain major natural skyline profiles;

e. The topmost point of a proposed structure and all site grading shall be at least thirty (30) feet below the top of the nearest ridge or knoll.

ATTACHMENT 5

6. Encourage smaller pad to lot size ratios for all dwelling units.

7. Streets, both public and private, shall be developed below the crest of a natural ridgeline.

B. Architectural Design. The following architectural design standards shall apply:

1. Building development color palettes, including roofing, fencing and exterior building materials, shall be "earth tones" compatible with the natural color of the terrain and vegetation, and shall be approved by the community development director.

2. The design of the structure should give consideration to the lot's size and configuration in order to avoid the appearance of overbuilding and to minimize the blocking of views.

3. Large expanses of a single material on walls, roofs or paving areas should be avoided. Create interesting small scale patterns by breaking up building mass, varying building materials, etc. Building plans and elevations should be varied throughout a development to avoid a monotonous "cookie-cutter" look.

4. Horizontal and vertical architecture detailing of building articulation, such as overhangs, projections, alcoves, varied roof-plains, building offsets, etc. should be used to avoid large expanses of a wall in a single plain and to create light and shadow.

5. Brightly colored structures and roofs and reflective glass or building materials are expressly prohibited. Materials and colors shall blend with the natural hillside environment to the greatest degree feasible. Specific materials that are encouraged are those with natural colors and textures, including stone, wood, textured stucco and brick.

6. Where it will not result in increased grading and landform alteration, the limitation of structures to a single story is strongly encouraged.

7. The use of undulating walls that follow the land form are highly encouraged.

8. Detaching the garage shall be encouraged, while retaining walls shall be integrated into the garage walls on sloping lots to reduce grading and minimize visibility of walls.

9. Include architectural enrichments and variations in roof massing. Roofs should have low profiles to minimize their visual impact. On sloping land, the roof pitch should follow the slope of the hillside, instead of being perpendicular to the hillside or opposing hillside slope. Upper stories should not be cantilevered out of the opposite direction of the hillside slope.

C. Lighting Design. The intent of lighting standards for designated hillside properties is to preserve the low light level conditions that are inherently characteristic of hillside areas. The following lighting design standards shall apply:

1. Lights shall not be located on the portion(s) of the site that has not been disturbed.

2. Lights mounted on dwellings, buildings or structures shall be fully shielded and directed away from adjacent developments.

3. All light fixtures should be directed downward and properly aimed on the targeted areas to maximize their effectiveness and minimize the total number of light fixtures.

4. All lighting shall be low scale and low intensity and directed downward and away from the view of others.

5. Road, driveway and walkway lights should be located on the "downhill" side and aimed toward the "uphill" side and should be fully shielded from below and only light the driveway surface.

6. Lighting fixtures on properties should be mounted on a post not to exceed a height of eight (8) feet above finished grade, or on a building wall not to exceed a height of eight (8) feet above finished grade and fully shielded, or on a structure ~~of not more than~~ not to exceed a height of ~~twelve (12~~) eight (8) feet above finished grade and fully shielded for security lighting.

7. Street lighting shall be limited to the greatest degree feasible to maintain a "dark sky" environment. Typically, streetlights should be limited to street intersections or other locations where safety concerns predicate the need for illumination. (Ord. 773 § 3, 2008)

9.16.280 General requirements.

A. Purpose and Intent Lighting shall serves both safety and aesthetic purposes, while reducing unnecessary light pollution and maintaining dark skies. Effective lighting will highlight building features, and add emphasis to important spaces and entryways, while limiting glare and light trespass onto adjacent properties. The intent of these guidelines is to encourage effective and innovative lighting as an integral design component of a project.

B. General Guidelines.

1. Exterior lighting should relate to the design the project, highlighting architectural elements and details without deflecting unnecessary light and glare onto surrounding properties.

~~2. Parking lot and walkway lighting fixture height and brightness should conform to the following table:~~

~~Table 9.16.280A~~

~~Site Lighting~~

-

~~Lamp Types and Characteristics~~

~~**Type**~~	~~**Characteristics**~~
~~Low Level~~	~~Heights below eye level~~
-	~~Very finite patterns with hour wattage capabilities~~
-	~~Incandescent, fluorescent~~
-	~~Lowest maintenance requirements, but highly susceptible to vandals~~
~~Mall and Walkway~~	~~10′ - 15′ heights average~~
-	~~Multi-use because of extreme variety of fixtures and light pattern~~
-	~~Incandescent, high pressure sodium~~
-	~~Susceptible to vandalism~~
~~Special Purpose~~	~~20′ - 30′ heights average~~
-	~~Recreational, commercial, residential, industrial~~
-	~~Metal halide, high or low pressure sodium~~
-	~~Fixtures monitored by sentry~~

ATTACHMENT 6

~~3.~~ 2. Lighting should improve the visual identification of residences and businesses. ~~Within commercial areas, lighting should help to create a festive atmosphere by encouraging nighttime pedestrian use.~~

~~4.~~ 3. Energy efficient lighting of buildings is encouraged.

~~5.~~ 4. High-intensity security lighting fixtures should be concealed by landscaping or building architectural elements. ~~and should be de-signed either to uplight structures from the ground or to downlight structures from projecting or detached architectural elements.~~

~~6.~~ 5. The location, color and intensity of private lighting should relate to and complement public lighting.

~~7.~~ 6. Lighting fixture design should complement the overall design theme of the project in which they are located.

~~8. Fixtures should be placed so that light patterns overlap at a height of seven feet, which is sufficiently high to illuminate a person's body vertically. This is a particularly important consideration now that lighting fixture manufacturers are designing luminaries with highly controlled light patterns.~~

~~9~~ 7. At hazardous locations such as changes of grade, low level supplemental lighting units should be used.

~~10~~ 8. Where low level lighting (below five feet) is used, fixtures should be placed so that they do not produce glare. ~~Most eye levels occur between three feet eight inches (for wheelchair users) and six feet for standing adults.~~

~~11. When walkway lighting is provided primarily by low fixtures, there should be sufficient peripheral lighting to illuminate the immediate surroundings. Peripheral lighting provides for a better feeling of security for individuals because they can see into their surroundings to determine whether passage through an area is safe. Such lighting should be approached from one of two ways:~~

~~a. By lighting the area so that an object or person may be seen directly; or~~

~~b. By lighting the area to place an object or a person in silhouette. (Ord. 698 § 3.1(g), 2005; Ord. 359 (Attach. 2 (part)), 1992)~~

"Land use ordinance" means the city of Moreno Valley development code as amended.

Lighting (Minimum Maintained). "Minimum maintained lighting" means a method of measuring light at the ground level.

9.15.030

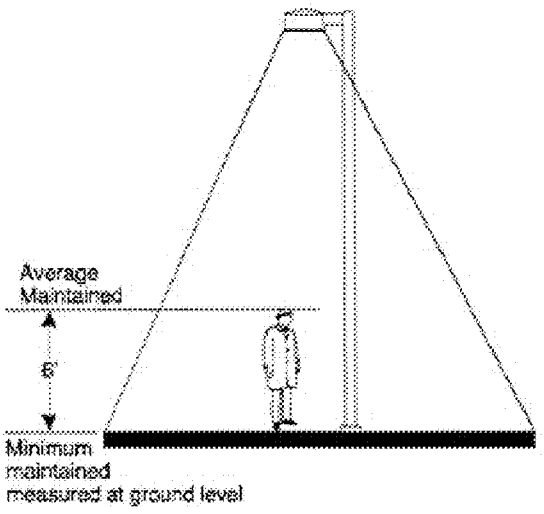

Figure 9.15.030-10

Lighting (Minimum Maintained)

"Light Trespass" means any artificial light or glare from a light fixture onto neighboring property that interferes with viewing of the night sky, or eliminates the ability to have darkness on the adjacent property, or shines into neighboring windows, properties or structures.

"Livestock" means and includes cows, bulls, calves and heifers, except pigs.

"Live/work unit" means a residential dwelling unit where there is one or more rooms containing working space located within, adjacent to, or near the residential unit, and one or more individuals living in the residential unit regularly use the working space to earn their livelihood, usually in professional or design related activities.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: August 28, 2012

TITLE: A PUBLIC HEARING (PA11-0013) FOR A CITYWIDE AMENDMENT TO TITLE 9, CHAPTER 9.11, SECTION 9.11.040, "OFF STREET PARKING REQUIREMENTS" TO PROVIDE CONSISTENCY WITH THE CURRENT 2011 CALIFORNIA GREEN BUILDING CODE STANDARDS REQUIRING LOW-EMITTING, FUEL-EFFICIENT AND CARPOOL AND VANPOOL VEHICLE PARKING FOR ALL NEW NON-RESIDENTIAL USES.

RECOMMENDED ACTION

Staff recommends that the City Council conduct a public hearing on the proposed Mandatory Green Building Code item on low-emitting, fuel-efficient and carpool/vanpool parking as follows:

1. **RECOGNIZE** that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines; and

2. **INTRODUCE** Ordinance No. 2012-852, approving revisions to Title 9 and Section 9.11.040 "Off Street Parking Requirements" to provide consistency with the current 2011 California Green Building Code standards for low-emitting, fuel –efficient and carpool and vanpool vehicle parking for all new non-residential uses citywide.

ADVISORY BOARD RECOMMENDATIONS

The item was considered by the Planning Commission on July 12, 2012. Due to residential and industrial development community concerns and the continued fragile state of the economy, the Planning Commission did not recommend Codes that reach

beyond current Title 24 standards or any other energy efficient local mandatory measures that exceed current building standards. The Planning Commission recommended approval of a modified version of the original Reach Code effort to include only the California Green Building Code requirement for low-emitting, fuel-efficient and carpool/vanpool vehicle parking of the proposed nine (9) mandatory local measures. None of the local measures exceeding the current 2011 California Green Building Code standards were recommended to the City Council.

BACKGROUND

On April 3, 2012, the Planning Division provided the Reach Code item for discussion purposes at a joint City Council/Planning Commission Study Session meeting. At said meeting, City Council and Planning Commission agreed that additional public outreach be provided to the development community to gauge possible concerns with the proposed approach.

On May 10, 2012, the Planning Division provided public outreach to the development community by presenting Reach Codes at the Economic Development Subcommittee Developer Workshop. Based upon concerns of the development community over the continued struggling economy and the fact the building permits for residential subdivisions are almost non-existent, staff has significantly modified the original direction of the Reach Code effort. All references to Performance standards and specific percentages of energy efficiency above current Title 24 standards were dropped in the proposal considered by the Planning Commission.

DISCUSSION

One (1) non-residential mandatory California Green Building Code item for carpool/vanpool parking is now included in the proposal as follows:

- **Eight (8) percent of all required parking shall be designated for any combination of low-emitting, fuel efficient and carpool/vanpool vehicles**.

Staff considered both the Tier 1 approach where 10% of the required vehicle parking would be designated for carpool/vanpool parking and the Tier 2 approach where 12% of the required vehicle parking would be designated for low-emitting, fuel-efficient and carpool/vanpool parking. Based on internal discussion involved with the Reach Code effort, staff determined to include only the base mandatory measure approach requiring 8% of required parking stalls to include preferential designated spaces for carpool/vanpool and fuel efficient vehicles.

The item is not currently addressed within Title 9 of the Municipal Code. This code amendment will ensure consistency with the currently adopted green building code standards.

ALTERNATIVES

1. Recognize that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines and introduce Ordinance No. 852, approving revisions to Title 9 and Section 9.11.040 "Off Street Parking Requirements" to provide consistency with the current 2011 California Green Building Code standards for low-emitting, fuel – efficient and carpool and vanpool vehicle parking for all new non-residential uses citywide. **Staff recommends this alternative.**

2. Do not recognize that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines and do not introduce Ordinance No. 852, approving revisions to Title 9 and Section 9.11.040 "Off Street Parking Requirements" to provide consistency with the current 2011 California Green Building Code standards for low-emitting, fuel –efficient and carpool and vanpool vehicle parking for all new non-residential uses citywide. **Staff does not recommend this alternative.**

FISCAL IMPACT

Not applicable.

CITY COUNCIL GOALS

Public Facilities and Capital Projects: Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

NOTIFICATION

Public notice of the proposed Municipal Code Amendment was published in the local newspaper as a 1/8 page display ad on August 10, 2012.

ATTACHMENTS/EXHIBITS

1. Public hearing notice
2. City Council Ordinance, including clean copies of the Ordinance amendment
3. Strikeout/underline version of the Ordinance Amendment – 9.11.040 "Off-street parking requirements"

Prepared By:
Mark Gross, AICP
Senior Planner

Department Head Approval:
Barry Foster
Community & Economic
Development Department

Concurred By:
John Terell, AICP
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

NOTICE
OF
CITY COUNCIL PUBLIC HEARING

A PUBLIC HEARING (PA11-0013) FOR A CITYWIDE AMENDMENT TO TITLE 9, CHAPTER 9.11, SECTION 9.11.040, "OFF STREET PARKING REQUIREMENTS" TO PROVIDE CONSISTENCY WITH THE CURRENT 2011 CALIFORNIA GREEN BUILDING CODE STANDARDS REQUIRING LOW-EMITTING, FUEL-EFFICIENT AND CARPOOL AND VANPOOL VEHICLE PARKING FOR ALL NEW NON-RESIDENTIAL USES.

The amendment would modify current Municipal Code Title 9 standards to include low-emitting, fuel-efficient and carpool/ vanpool parking for all non-residential uses citywide.

The City Council may consider any appropriate modifications or alternatives to the amendment or environmental determination. The amendment is exempt under California Environmental Quality Act Guidelines Section 15061 in that there is no possibility that the proposed activity may have potential for a significant impact upon the environment.

Any person interested in the proposed project may contact Mark Gross at (951) 413-3215 or at the Community and Economic Development Department at 14177 Frederick Street, Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday – Thursday).

If you challenge any of these items in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council on or before the following meeting date:

Tuesday, August 28, 2012
6:30 P.M.
City Council Chamber
14177 Frederick Street.
Moreno Valley, CA 92552-0805

ATTACHMENT 1

ORDINANCE NO. 852

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, (PA11-0013) AMENDING TITLE 9 CHAPTER 9.11, SECTION 9.11.040, "OFF STREET PARKING REQUIREMENTS" TO PROVIDE CONSISTENCY WITH THE CURRENT 2011 CALIFORNIA GREEN BUILDING CODE STANDARDS REQUIRING LOW-EMITTING, FUEL-EFFICIENT AND CARPOOL AND VANPOOL VEHICLE PARKING FOR NEW NON-RESIDENTIAL USES CITYWIDE

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1: RECITALS

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 The ordinance amendment is attached hereto and incorporated herein as Exhibit A.

SECTION 2: FINDINGS

2.1 Based upon substantial evidence presented to this City Council during the above-referenced meeting on August 28, 2012, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. **Conformance with General Plan Policies –** The proposed modifications to the Municipal Code are consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The proposed modifications to the existing Municipal Code standards to require low-emitting, fuel efficient and carpool/vanpool vehicle parking for all new non-residential uses provides consistency with the 2011 California Green Building Code standards currently in place. The proposed Municipal Code modification and amendment is consistent with, and does not conflict with the goals, objectives, policies, and programs established within the General Plan.

ATTACHMENT 2

MV00174137

2. **Conformance with Zoning Regulations –** The proposed modifications to the Municipal Code comply with all applicable zoning and other regulations.

   FACT: The primary purpose of modifying current Municipal Code items related to carpool and vanpool vehicle parking provides consistency with the 2011 Green Building Code standards. The amendments and newly established language within the Municipal Code are consistent with applicable zoning standards, all other regulations within the Code and are internally consistent with the purpose and intent of Title 9. The amendments are also internally compatible with other regulations established within the Moreno Valley Development Code.

3. **Health, Safety and Welfare –** The proposed modifications to the Municipal Code will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

   FACT: Pursuant to Section 15061 of the CEQA Guidelines, the project meets requirements for project exemption, as there is no possibility that the modification of existing Municipal Codes related to present and future energy efficiency may have a significant effect on the environmental, while the activity in this case would not be subject to CEQA requirements. The proposed amendment also does not have the potential to adversely affect the public health, safety or welfare of the population residing in the City of Moreno Valley or surrounding jurisdictions.

SECTION 3: ADOPTION

Based on the foregoing recitals and findings, the City Council of the City of Moreno Valley does hereby adopt and approve the ordinance amendment attached hereto as Exhibit A.

SECTION 4: EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5: NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6: EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 11th day of September, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halsted, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 852 had its first reading on August 28, 2012 and had its second reading on September 11, 2012, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of September, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

9.11.040 Off-street parking requirements. **EXHIBIT A**

A. Automobile Parking Requirements. Off-street automobile parking shall be provided in accordance with the requirements of this chapter. The following tables set forth the required off-street parking requirements and certain notations for various residential, commercial, industrial, public and quasi-public uses. Parking provided above required off-street must be constructed with permeable surfaces and/or enhanced landscaped retention and absorption areas:

Table 9.11.040A-12

Off-Street Parking Requirements

Use	Requirement	Covered Parking	Notes
Residential Uses			
Single-family	2/unit	Within an enclosed garage	
Second units	2/unit	Carport or garage	
Duplex	2/unit	Within an enclosed garage	
3 or more units Studio 1 bedroom 2 bedrooms 3+ bedrooms	 1.25/unit 1.5/unit 2.0/unit 2.5/unit	 1 covered/unit 1 covered/unit 1 covered/unit 2 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard.
Senior housing			
Studio 1 bedroom	1.0/unit 1.25/unit	1 covered/unit 1 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard. Alternate parking requirements may be permitted subject to approval of a parking study pursuant to Section 9.11.070(A)

2+ bedrooms	1.5/unit	1 covered/unit	of this chapter.
Mobile home parks	2.5/unit		Tandem spaces may be used to meet resident parking requirements.
Residential care homes	Parking requirements shall be determined by the community development director subject to an approved parking study.		

Table 9.11.040B-12
Off-Street Parking Requirements

Commercial Uses	Requirement	Notes
General retail (unless specified elsewhere)	1/225 sq. ft. of gross floor area	
Automobile, boat, mobile home, or trailer sales, retail nurseries, or other similar outdoor commercial activities	1/2,000 sq. ft. of display area	1. Display area shall include all office, service and repair, or other related activities and areas that are accessible to the public.
		2. No required off-street parking spaces shall be used for display, sales, service or repair of vehicles.
Automobile service stations, repair and service facilities	2 spaces + 4/service bay for 4 or less bays and 2/service bay for 5 or more bays	Any related retail activities shall be subject to the general retail parking standards (mini-markets, tire sales, and the like).
Automobile washing and waxing establishments:		
Self-serve	2 spaces + 2/washing stall	
Automated	10 + 1 per 2 employees	
Business and professional offices	1/250 sq. ft. of gross floor area	
Banks, savings and loans and medical/dental offices	1/225 sq. ft. of gross floor area	

Day care center	1/employee + 1/500 sq. ft. of gross floor area	Special design requirements shall apply for bus loading or parent drop-off points.
Eating and drinking establishments	1/100 sq. ft. of gross floor area up to 6,000 sq. ft. 1/75 sq. ft. of gross floor area over 6,000 sq. ft.	A minimum of 10 spaces required for stand alone use.
Hotel, motel	1/guest room	
Kennels	2 spaces per 1,000 sq. ft.	2 spaces per 1,000 sq. ft. of indoor animal enclosure.
Mortuaries	1/4 seats + funeral procession queue capacity for 5 cars	
Commercial Uses	**Requirement**	**Notes**
Nail salons	1 space for every 2 work stations	
School, private		
Business and trade	10 spaces + 24/classroom	
College	10 spaces + 30/classroom	
Elementary/junior high	10 spaces + 2/classroom	Special design requirements shall apply for bus loading and parent drop-off points.
Senior high	10 spaces + 10/classroom	
Storage lots and mini-warehouses	1/100 storage spaces and 2/caretaker residence	2 spaces minimum.
Medical and health services:		
Convalescent and nursing homes	1/3 beds	
Homeless shelter	1/4 beds	
Hospitals	1/bed	
Residential care facilities	(See Residential Uses, Section 9.11.040 Table 9.11.040A-12)	
Veterinary hospital and clinic	1/200 sq. ft. of gross floor area	
Recreation:		
Arcades	1/75 sq. ft. of gross floor area	
Bowling and billiards	5/alley + 2/billiard table	
Commercial stables	1/5 horse capacity for boarding on-site	
Golf course	6/hole	
Golf driving range	1/tee	
Golf, miniature	3/hole	

Health club	1/100 sq. ft. of gross floor area	
Parks—Public and private	To be determined by the approval authority based upon an approved parking study	
Skating rink	1/100 sq. ft. of gross floor area	
Tennis, handball and racquetball facilities	3/court	
Theaters	1/3 fixed seats	

Table 9.11.040C-12

Off-Street Parking Requirements

Use	Requirement	Notes
Industrial Uses		
Manufacturing	1/500 sq. ft. of gross floor area	Trailer parking: parking stalls for trailers shall be provided at a ratio of 1 stall per truck loading dock door. This is in addition to the loading parking stall already provided at the dock door.
Research and development	1/350 sq. ft. of gross floor area	
Warehouse and distribution	1/1,000 sq. ft. of gross floor area for the first 20,000 sq. ft.; 1/ea. 2,000 sq. ft. of gross floor area for the second 20,000 sq. ft.; 1/ea. 4,000 sq. ft. of gross floor area for areas in excess of the initial 40,000 sq. ft.	

Table 9.11.040D-12

Off-Street Parking Requirements

Use	Requirement	Notes
Public and Quasi-Public Uses		
Libraries, museums and galleries	1/300 sq. ft. of gross floor area	
Public utility facilities without an office on-site	2/employee on the largest shift + 1/company vehicle	A minimum of 2 spaces shall be required.
Auditorium, places of public assembly and places of worship	1/3 fixed seats or 1/35 sq. ft. of gross floor area of the assembly area or 1 space for every 4.5 lineal feet of benches/pews, whichever is greater	
Government offices	To be determined by a parking study approved by the community development director	

B. Schedule of Accessible Parking Requirements. The following requirements for accessible parking are intended to be consistent with the state requirements. Any conflicting provisions or future changes in state or federal requirements shall preempt the standards for provision of accessible parking spaces contained in this title.

1. Accessible parking for residential uses shall be provided at a rate of one space for each dwelling unit that is designed for accessibility and occupancy by the disabled, unless an adjustment is allowed, based on a parking study approved by the community development director.

2. Accessible parking for outpatient units and facilities providing medical care and other services for persons with mobility impairments shall be provided at a rate of ten (10) percent of the total number of parking spaces provided serving such outpatient unit or facility. Accessible parking for units and facilities that specialize in treatment or services for persons with mobility impairments shall be provided at a rate of twenty (20) percent of the total number of parking spaces provided serving each such unit or facility.

3. Accessible parking spaces for other uses shall be provided at the following rates:

No. of Automobile Spaces Provided	No. of Accessible Spaces Provided
1—25	1
26—50	2
51—75	3
76—100	4
101—150	5

151—200	6
201—300	7
301—400	8
401—500	9
501—1,000	2 percent of total spaces
1,001 and over	20 plus 1 for each 100 spaces or fraction thereof over 1,001

4. Each accessible parking space shall be fourteen (14) feet wide, striped to provide a nine-foot wide parking area and a five-foot wide loading area (access aisle) and shall be a minimum of eighteen (18) feet in length. If two accessible spaces are located adjacent to each other, they may share the five-foot wide loading area, resulting in a width of twenty-three (23) feet for the two spaces. One in every eight handicapped spaces, but not less than one, shall be van accessible; served by a loading area not less than eight feet wide. If two van accessible parking spaces are located adjacent to each other, they may share a common eight-foot wide loading area.

5. When less than five parking spaces are provided, at least one shall be fourteen (14) feet wide, striped to provide a nine-foot parking area and a five-foot loading area. Such space shall not be required to be reserved or identified exclusively for use by persons with disabilities.

6. Accessible parking spaces serving a particular building shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance. In parking facilities that do not serve a particular building, accessible parking shall be located on the shortest accessible route of travel to an accessible pedestrian entrance of the parking facility. In buildings with multiple accessible entrances with adjacent parking, accessible parking spaces shall be dispersed and located closest to the accessible entrances.

7. In each parking area, a bumper or curb shall be provided and located to prevent encroachment of cars over the required width of walkways. The space shall be so located that persons with disabilities are not compelled to wheel or walk behind cars other than their own. Pedestrian ways that are accessible to people with disabilities shall be provided from each such parking space to the related facilities, including curb cuts or ramps as needed. Ramps shall not encroach into any parking space, with the exception that ramps located at the front of accessible parking spaces may encroach into the length of such spaces when such encroachment does not limit the capability of a person with a disability to leave or enter their vehicle, thus providing equivalent facilitation. Where the building official determines that compliance with any regulation of this subsection (B)(7) would create an unreasonable hardship, a waiver may be granted when equivalent facilitation is provided.

8. The slope of an accessible parking stall shall be the minimum possible and shall not exceed one-quarter inch per foot (2.083% gradient) in any direction.

9. Notwithstanding the off-street parking requirements of subsection A of this section, the number of parking spaces that are not accessible may be reduced to the extent necessary for modification of an existing facility to comply with the requirements described in this subsection.

10. Where provided, one passenger drop-off and loading zone shall provide an access aisle at least five feet wide and twenty (20) feet long adjacent and parallel to the vehicle pull up space. Such zones shall be located on a surface with a slope not exceeding one vertical in fifty (50) horizontal and shall be located on an accessible route of travel to the entrance of the facility. If there are curbs between the access aisle and the vehicle pull-up space, then a curb ramp shall be provided. Valet parking facilities shall provide a passenger loading zone, as described herein. (Ord. 826 § 3.4, 2011; Ord. 808 § 2.5.2, 2010; Ord. 694 § 1.1 (part), 2005; Ord. 670 § 3.1 (part), 2004; Ord. 557 §§ 2.2, 2.3, 2000; Ord. 520 § 1.14, 1997; Ord. 475 § 1.4 (part), 1995; Ord. 405 §§ 1.8, 1.13, 1993; Ord. 402 §§ 1.1, 1.2, 1993; Ord. 359, 1992)

C. Low Emitting Fuel Efficient Carpool/Vanpool Vehicle Parking

1. Eight (8) percent of required parking shall be designated for any combination of low-emitting, fuel efficient and carpool /vanpool vehicles for all new non-residential development.

9.11.040 Off-street parking requirements.

A. Automobile Parking Requirements. Off-street automobile parking shall be provided in accordance with the requirements of this chapter. The following tables set forth the required off-street parking requirements and certain notations for various residential, commercial, industrial, public and quasi-public uses. Parking provided above required off-street must be constructed with permeable surfaces and/or enhanced landscaped retention and absorption areas:

Table 9.11.040A-12

Off-Street Parking Requirements

Use	Requirement	Covered Parking	Notes
Residential Uses			
Single-family	2/unit	Within an enclosed garage	
Second units	2/unit	Carport or garage	
Duplex	2/unit	Within an enclosed garage	
3 or more units Studio 1 bedroom 2 bedrooms 3+ bedrooms	 1.25/unit 1.5/unit 2.0/unit 2.5/unit	 1 covered/unit 1 covered/unit 1 covered/unit 2 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard.
Senior housing			
Studio 1 bedroom 2+ bedrooms	1.0/unit 1.25/unit 1.5/unit	1 covered/unit 1 covered/unit 1 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard. Alternate parking requirements may be permitted subject to approval of a parking study pursuant to Section 9.11.070(A) of this chapter.

ATTACHMENT 3

Mobile home parks	2.5/unit		Tandem spaces may be used to meet resident parking requirements.
Residential care homes	Parking requirements shall be determined by the community development director subject to an approved parking study.		

Table 9.11.040B-12
Off-Street Parking Requirements

Commercial Uses	Requirement	Notes
General retail (unless specified elsewhere)	1/225 sq. ft. of gross floor area	
Automobile, boat, mobile home, or trailer sales, retail nurseries, or other similar outdoor commercial activities	1/2,000 sq. ft. of display area	1. Display area shall include all office, service and repair, or other related activities and areas that are accessible to the public.
		2. No required off-street parking spaces shall be used for display, sales, service or repair of vehicles.
Automobile service stations, repair and service facilities	2 spaces + 4/service bay for 4 or less bays and 2/service bay for 5 or more bays	Any related retail activities shall be subject to the general retail parking standards (mini-markets, tire sales, and the like).
Automobile washing and waxing establishments:		
Self-serve	2 spaces + 2/washing stall	
Automated	10 + 1 per 2 employees	
Business and professional offices	1/250 sq. ft. of gross floor area	
Banks, savings and loans and medical/dental offices	1/225 sq. ft. of gross floor area	
Day care center	1/employee + 1/500 sq. ft. of gross floor area	Special design requirements shall apply for bus loading or parent drop-off points.

Eating and drinking establishments	1/100 sq. ft. of gross floor area up to 6,000 sq. ft. 1/75 sq. ft. of gross floor area over 6,000 sq. ft.	A minimum of 10 spaces required for stand alone use.
Hotel, motel	1/guest room	
Kennels	2 spaces per 1,000 sq. ft.	2 spaces per 1,000 sq. ft. of indoor animal enclosure.
Mortuaries	1/4 seats + funeral procession queue capacity for 5 cars	
Commercial Uses	**Requirement**	**Notes**
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School, private		
Business and trade	10 spaces + 24/classroom	
College	10 spaces + 30/classroom	
Elementary/junior high	10 spaces + 2/classroom	Special design requirements shall apply for bus loading and parent drop-off points.
Senior high	10 spaces + 10/classroom	
Storage lots and mini-warehouses	1/100 storage spaces and 2/caretaker residence	2 spaces minimum.
Medical and health services:		
Convalescent and nursing homes	1/3 beds	
Homeless shelter	1/4 beds	
Hospitals	1/bed	
Residential care facilities	(See Residential Uses, Section 9.11.040 Table 9.11.040A-12)	
Veterinary hospital and clinic	1/200 sq. ft. of gross floor area	
Recreation:		
Arcades	1/75 sq. ft. of gross floor area	
Bowling and billiards	5/alley + 2/billiard table	
Commercial stables	1/5 horse capacity for boarding on-site	
Golf course	6/hole	
Golf driving range	1/tee	
Golf, miniature	3/hole	
Health club	1/100 sq. ft. of gross floor area	

Parks—Public and private	To be determined by the approval authority based upon an approved parking study	
Skating rink	1/100 sq. ft. of gross floor area	
Tennis, handball and racquetball facilities	3/court	
Theaters	1/3 fixed seats	

Table 9.11.040C-12

Off-Street Parking Requirements

Use	Requirement	Notes
Industrial Uses		
Manufacturing	1/500 sq. ft. of gross floor area	Trailer parking: parking stalls for trailers shall be provided at a ratio of 1 stall per truck loading dock door. This is in addition to the loading parking stall already provided at the dock door.
Research and development	1/350 sq. ft. of gross floor area	
Warehouse and distribution	1/1,000 sq. ft. of gross floor area for the first 20,000 sq. ft.; 1/ea. 2,000 sq. ft. of gross floor area for the second 20,000 sq. ft.; 1/ea. 4,000 sq. ft. of gross floor area for areas in excess of the initial 40,000 sq. ft.	

Table 9.11.040D-12

Off-Street Parking Requirements

Use	Requirement	Notes
Public and Quasi-Public Uses		

Libraries, museums and galleries	1/300 sq. ft. of gross floor area	
Public utility facilities without an office on-site	2/employee on the largest shift + 1/company vehicle	A minimum of 2 spaces shall be required.
Auditorium, places of public assembly and places of worship	1/3 fixed seats or 1/35 sq. ft. of gross floor area of the assembly area or 1 space for every 4.5 lineal feet of benches/pews, whichever is greater	
Government offices	To be determined by a parking study approved by the community development director	

B. Schedule of Accessible Parking Requirements. The following requirements for accessible parking are intended to be consistent with the state requirements. Any conflicting provisions or future changes in state or federal requirements shall preempt the standards for provision of accessible parking spaces contained in this title.

1. Accessible parking for residential uses shall be provided at a rate of one space for each dwelling unit that is designed for accessibility and occupancy by the disabled, unless an adjustment is allowed, based on a parking study approved by the community development director.

2. Accessible parking for outpatient units and facilities providing medical care and other services for persons with mobility impairments shall be provided at a rate of ten (10) percent of the total number of parking spaces provided serving such outpatient unit or facility. Accessible parking for units and facilities that specialize in treatment or services for persons with mobility impairments shall be provided at a rate of twenty (20) percent of the total number of parking spaces provided serving each such unit or facility.

3. Accessible parking spaces for other uses shall be provided at the following rates:

No. of Automobile Spaces Provided	**No. of Accessible Spaces Provided**
1—25	1
26—50	2

51—75	3
76—100	4
101—150	5
151—200	6
201—300	7
301—400	8
401—500	9
501—1,000	2 percent of total spaces
1,001 and over	20 plus 1 for each 100 spaces or fraction thereof over 1,001

4. Each accessible parking space shall be fourteen (14) feet wide, striped to provide a nine-foot wide parking area and a five-foot wide loading area (access aisle) and shall be a minimum of eighteen (18) feet in length. If two accessible spaces are located adjacent to each other, they may share the five-foot wide loading area, resulting in a width of twenty-three (23) feet for the two spaces. One in every eight handicapped spaces, but not less than one, shall be van accessible; served by a loading area not less than eight feet wide. If two van accessible parking spaces are located adjacent to each other, they may share a common eight-foot wide loading area.

5. When less than five parking spaces are provided, at least one shall be fourteen (14) feet wide, striped to provide a nine-foot parking area and a five-foot loading area. Such space shall not be required to be reserved or identified exclusively for use by persons with disabilities.

6. Accessible parking spaces serving a particular building shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance. In parking facilities that do not serve a particular building, accessible parking shall be located on the shortest accessible route of travel to an accessible pedestrian entrance of the parking facility. In buildings with multiple accessible entrances with adjacent parking, accessible parking spaces shall be dispersed and located closest to the accessible entrances.

7. In each parking area, a bumper or curb shall be provided and located to prevent encroachment of cars over the required width of walkways. The space shall be so located that persons with disabilities are not compelled to wheel or walk behind cars other than their own. Pedestrian ways that are accessible to people with disabilities shall be provided from each such parking space to the related facilities, including curb cuts or ramps as needed. Ramps shall not encroach into any parking space, with the exception that ramps located at the front of accessible parking spaces may encroach into the length of such spaces when such encroachment does not limit the capability of a person with a disability to leave or enter their vehicle, thus providing equivalent facilitation. Where the building official determines that compliance with any regulation of this subsection (B)(7) would create an unreasonable hardship, a waiver may be granted when equivalent facilitation is provided.

8. The slope of an accessible parking stall shall be the minimum possible and shall not exceed one-quarter inch per foot (2.083% gradient) in any direction.

9. Notwithstanding the off-street parking requirements of subsection A of this section, the number of parking spaces that are not accessible may be reduced to the extent necessary for modification of an existing facility to comply with the requirements described in this subsection.

10. Where provided, one passenger drop-off and loading zone shall provide an access aisle at least five feet wide and twenty (20) feet long adjacent and parallel to the vehicle pull up space. Such zones shall be located on a surface with a slope not exceeding one vertical in fifty (50) horizontal and shall be located on an accessible route of travel to the entrance of the facility. If there are curbs between the access aisle and the vehicle pull-up space, then a curb ramp shall be provided. Valet parking facilities shall provide a passenger loading zone, as described herein. (Ord. 826 § 3.4, 2011; Ord. 808 § 2.5.2, 2010; Ord. 694 § 1.1 (part), 2005; Ord. 670 § 3.1 (part), 2004; Ord. 557 §§ 2.2, 2.3, 2000; Ord. 520 § 1.14, 1997; Ord. 475 § 1.4 (part), 1995; Ord. 405 §§ 1.8, 1.13, 1993; Ord. 402 §§ 1.1, 1.2, 1993; Ord. 359, 1992)

C. Low Emitting Fuel Efficient Carpool/Vanpool Vehicle Parking

1. Eight (8) percent of required parking shall be designated for any combination of low-emitting, fuel efficient and carpool /vanpool vehicles for all new non-residential development.

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RH
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: August 28, 2012

TITLE: HEARING ON PROPOSED RESOLUTIONS OF NECESSITY TO MAKE FINDINGS AND DETERMINATIONS AND TO AUTHORIZE EMINENT DOMAIN PROCEEDINGS TO ACQUIRE NECESSARY RIGHT-OF-WAY FOR THE SR-60/MORENO BEACH INTERCHANGE PROJECT PHASE 2 – PROJECT NO. 801 0021 70 77

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Conduct a hearing, allowing testimony, including property owners who have requested the right to appear and be heard. Close the hearing.

2. Approve and adopt the Planning Division's finding that the Project is consistent with the General Plan.

3. Find the adoption of the proposed Resolutions of Necessity and acquisition of the fee and easement interests necessary for the Project are exempt from CEQA in that under §15061 (b) (3) of the CEQA Guidelines, this activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant impact on the environment and it can be seen with certainty that there is no possibility this activity would have a significant effect on the environment and is excluded from NEPA in that this activity cannot individually or cumulatively have a significant effect on the human environment and no environmental assessment is required. Further, it has been determined that the proposed activity is within the scope of and is consistent with the approved Initial Study/Negative Declaration (IS/ND) and its NEPA/CEQA Re-validation prepared for the Project.

4. Consider and find that the attached "Factual Summary to Support Findings Required in Resolutions Nos. 2012-63, 2012-64, 2012-65, and 2012-66" is true and correct as to each of the proposed Resolutions of Necessity.

5. Consider, find and determine that each of the statements, findings and facts in each of the proposed Resolutions of Necessity is true and correct.

6. If the City has not approved the "Agreement for Conveyance of Property" for the property identified in this proposed Resolution, adopt the following Resolution, which identifies the property by Assessor Parcel Number and the interests to be taken, by a vote of two-thirds of all members of the City Council, Resolution No. 2012-63, A Resolution Of The City Council Of The City Of Moreno Valley, California, Finding And Determining That The Public Interest And Necessity Require The Acquisition Of Property For Public Street And Highway Purposes Including Related Improvements And Facilities; That The Acquisition Of The Fee And The Easements In The Herein-Described Property Is Necessary For The State Route 60/Moreno Beach Interchange Improvement Project – Phase 2; That The Project Is Planned In A Manner That Is Most Compatible With The Greatest Public Good And The Least Private Injury; Authorizing Proceedings To Be Commenced In Eminent Domain; And Authorizing The Deposit Of Necessary Funds And The Payment Of Necessary Expenses And Fees For Acquisition Of Said Property; And Authorizing Counsel To Obtain An Order For Prejudgment Possession Of The Subject Property [APN: 488-080-013].

7. If the City has not approved the "Agreement for Conveyance of Property" for the property identified in this proposed Resolution, adopt the following Resolution, which identifies the property by Assessor Parcel Number and the interests to be taken, by a vote of two-thirds of all members of the City Council, Resolution No. 2012-64, A Resolution Of The City Council Of The City Of Moreno Valley, California, Finding And Determining That The Public Interest And Necessity Require The Acquisition Of Property For Public Street And Highway Purposes Including Related Improvements And Facilities; That The Acquisition Of The Fee And The Easements In The Herein-Described Property Is Necessary For The State Route 60/Moreno Beach Interchange Improvement Project – Phase 2; That The Project Is Planned In A Manner That Is Most Compatible With The Greatest Public Good And The Least Private Injury; Authorizing Proceedings To Be Commenced In Eminent Domain; And Authorizing The Deposit Of Necessary Funds And The Payment Of Necessary Expenses And Fees For Acquisition Of Said Property; And Authorizing Counsel To Obtain An Order For Prejudgment Possession Of The Subject Property [APNs: 488-080-014 And 488-080-017].

8. If the City has not approved the "Agreement for Conveyance of Property" for the property identified in this proposed Resolution, adopt the following Resolution, which identifies the property by Assessor Parcel Number and the interests to be taken, by a vote of two-thirds of all members of the City Council, Resolution No. 2012-65, A Resolution Of The City Council Of The City Of Moreno Valley,

California, Finding And Determining That The Public Interest And Necessity Require The Acquisition Of Property For Public Street And Highway Purposes Including Related Improvements And Facilities; That The Acquisition Of The Fee And The Easement In The Herein-Described Property Is Necessary For The State Route 60/Moreno Beach Interchange Improvement Project – Phase 2; That The Project Is Planned In A Manner That Is Most Compatible With The Greatest Public Good And The Least Private Injury; Authorizing Proceedings To Be Commenced In Eminent Domain; And Authorizing The Deposit Of Necessary Funds And The Payment Of Necessary Expenses And Fees For Acquisition Of Said Property; And Authorizing Counsel To Obtain An Order For Prejudgment Possession Of The Subject Property [APN: 488-080-016].

9. If the City has not approved the "Agreement for Conveyance of Property" for the property identified in this proposed Resolution, adopt the following Resolution, which identifies the property by Assessor Parcel Number and the interest to be taken, by a vote of two-thirds of all members of the City Council, Resolution No. 2012-66, A Resolution Of The City Council Of The City Of Moreno Valley, California, Finding And Determining That The Public Interest And Necessity Require The Acquisition Of Property For Public Street And Highway Purposes Including Related Improvements And Facilities; That The Acquisition Of The Fee Interest In The Herein-Described Property Is Necessary For The State Route 60/Moreno Beach Interchange Improvement Project – Phase 2; That The Project Is Planned In A Manner That Is Most Compatible With The Greatest Public Good And The Least Private Injury; Authorizing Proceedings To Be Commenced In Eminent Domain; And Authorizing The Deposit Of Necessary Funds And The Payment Of Necessary Expenses And Fees For Acquisition Of Said Property; And Authorizing Counsel To Obtain An Order For Prejudgment Possession Of The Subject Property [APN: 488-270-021].

10. Direct the City Attorney and Special Eminent Domain Counsel for the City to file appropriate actions in Eminent Domain, including making Deposits of Probable Compensation and to seek Orders for Prejudgment Possession and for all other appropriate orders.

BACKGROUND

The overall purpose of the Moreno Beach Interchange Project is to provide operational improvements to facilitate traffic movement at and near the SR-60/Moreno Beach Drive interchange, alleviate traffic congestion, and address existing bridge deficiencies. This Project is needed to improve safety, bring the bridge features up to current standards, and provide acceptable levels of service along the facility. The Project is designed and will be constructed in two phases. The subject of this report is for Phase 2 properties, which lie on the north side of SR-60.

On September 25, 2007, the City Council authorized execution of a Project Development Cooperative Agreement with the State of California for project

development activities, including final design, utility relocation engineering, and right-of-way acquisition.

On May 13, 2008, the City Council awarded an "Agreement for Professional Consultant Services" to Parsons Transportation Group for design, right-of-way engineering, and construction support services. In Closed Session on October 20, 2010, the City Council authorized making offers and negotiating with nine property ownerships for the interchange, four of which are the subject of this report.

Caltrans, pursuant to the Project Development Cooperative Agreement and the Caltrans Right-of-Way Manual, Section 17.04.09.01, required that the City Council of Moreno Valley adopt a resolution to later hear Resolutions of Necessity for the Project and subsequently submit it to Caltrans for approval. A Resolution of Necessity is the legally required resolution authorizing condemnation of property necessary for the Project and the filing an eminent domain action to acquire said property through condemnation. On August 24, 2010, the City Council adopted Resolution No. 2010-75 in order to later hear Resolutions of Necessity should acquisition through condemnation become necessary for the SR 60/Moreno Beach Drive Improvements Project, and Caltrans has issued its approval.

DISCUSSION

The City has been progressing in the steps necessary for the acquisition of right-of-way. The Caltrans Right-of-Way Manual details the steps necessary to initiate eminent domain actions, including conducting a hearing and adopting Resolutions of Necessity. Caltrans requires the adoption of a separate Resolution of Necessity and the filing of a separate eminent domain action for each property ownership interest.

Following the City Council's authorization on October 20, 2010, the City submitted written offer letters to the four (4) property ownerships as follows: APN: 488-080-013 – Chado & Chado Moreno Valley, Ltd.; APN: 488-080-014 and 488-080-017 – Equitable Moreno Valley II Partnership; APN: 488-080-016 – Thomas J. Chen, Glendy Liu Chen, Theresa Chen; and APN: 488-270-021 – Jocelyn Sarte McGinniss. The City negotiated extensively with three (3) ownership interests (Chado & Chado, Equitable Partnership and Chen), including negotiating with their counsel, since the offers were made. The fourth owner (McGinniss) refused to acknowledge receipt of the offers and has rebuffed all efforts to be contacted to attempt to purchase the property. In light of possible condemnation, the City had its appraiser prepare new appraisals for each property. On May 15, 2012, new written offers based on the new appraisals were mailed to each property ownership for the acquisition of the fee and easement interests necessary for the Project. These written offers constitute the written offers required by Government Code § 7267.2. To date the City has no "Agreement for Conveyance of Property" with any of the four owners and, thus, it is necessary for the City Council to hold its Hearing and consider adoption of the four (4) proposed Resolutions of Necessity.

If any owner executes an "Agreement for Conveyance of Property" before the Hearing, staff will present the agreement to the City for approval, and if one or more such agreements are approved, it will eliminate the need to adopt Resolutions of Necessity for those properties.

On June 18, 2012 the acquisition agent for the City–Overland, Pacific & Cutler, Inc. ("OPC")–mailed the Notice of Intent Package to all owners of the properties affected by the proposed Resolutions of Necessity. The owners were identified in the last equalized assessment roll of the County and were identified by litigation guarantee reports prepared by the title company for the City, and are known to have an interest in the properties. The Notice of Intent also notified owners of the hearing for the proposed Resolutions of Necessity, giving them the opportunity to appear and be heard by the City Council by sending a written request to the City Clerk. No requests to appear and/or be heard have been received. Pursuant to Code of Civil Procedure § 1245.235(b)(2), failure to file a written request to appear and be heard within 15 days after the Notice was mailed will result in waiver of the right to appear and be heard. Thus the City Council is not required to hear testimony or evidence from owners or owners' representatives who may appear at the hearing since the opportunity to appear and be heard has been waived.

At the Hearing on the proposed Resolutions of Necessity, the City Council will consider evidence presented by staff, property owners who have requested to appear and be heard and other interested parties and decide if the requirements set out below are met. The Council may elect to adopt the Resolutions of Necessity by a two-thirds vote of all members of the City Council. The amount of compensation to be paid will not be an issue at the Hearing nor in determining whether to adopt the Resolutions of Necessity. The issues the City Council must consider to adopt the Resolutions of Necessity are whether:

(a) The public interest and necessity require the Project (the SR-60/Moreno Beach Drive Interchange Improvement Project – Phase 2).

(b) The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

(c) The property sought to be acquired is necessary for the Project.

(d) The offer required by Government Code § 7267.2 has been made to the owner of record.

Staff has carefully analyzed the requirement for the proposed Project and, based on that analysis, has concluded the acquisition of the fee and/or easement interests as identified in the proposed Resolutions of Necessity is necessary to implement the Project, the Project is designed in such a manner that it will be most compatible with the greatest public good and least private injury and the property sought to be acquired is necessary for the Project. Each Resolution of Necessity contains as attachments legal

descriptions of the properties and property interests sought to be acquired and right-of-way maps depicting the properties. These acquisitions will go to litigation and City staff and retained counsel will be authorized to substitute plat maps that depict each property interest for the right of way maps as the eminent domain cases proceed in court.

It is also necessary that the Council find that the adoption of the proposed Resolutions of Necessity and the acquisition of the fee and easement interests necessary for the Project are exempt from CEQA in that under §15061 (b) (3) of the CEQA Guidelines, this activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant impact on the environment and it can be seen with certainty that there is no possibility this activity would have a significant effect on the environment and is excluded from NEPA in that this activity cannot individually or cumulatively have a significant effect on the human environment and no environmental assessment is required. Further, it has been determined that the proposed activity is within the scope of and is consistent with the approved Initial Study/Negative Declaration (IS/ND) and its NEPA/CEQA Re-validation prepared for the SR-60/Moreno Beach Interchange Project, and no changes to the circumstances under which the Project is to be undertaken which would alter the determination.

It is also necessary for the City to make the deposit of funds equal to the appraised fair market value of the property interests to be acquired with the State Treasurer for valuation date preservation and for commitment of funds to maintain funding for this Project. It may also be necessary to obtain orders for possession from the Court prior to judgment to allow the work to commence in a timely manner based on obtaining construction funding. All the property in question is vacant and no residents, business or agricultural use will be displaced by the action.

Staff is requesting the adoption of the proposed Resolutions of Necessity for those properties necessary for which the City Council has not approved an "Agreement for Conveyance of Property," authorizing the filing of eminent domain proceedings, making the deposit of funds for the probable amount of compensation and subsequently seeking orders for possession prior to judgment to allow the work for the Project to proceed in a timely manner. Staff is providing the City Council with the "Factual Summary to Support Findings Required in Resolutions Nos. 2012-63, 2012-64, 2012-65 and 2012-66" (Attachment "E") for each of the Resolutions of Necessity, attached to this report as Attachments “A” through "D" to support the findings necessary for the adoption of each respective Resolution of Necessity.

The City has retained the law firm of Singer & Coffin, APC to act as its Special Eminent Domain Counsel relating to preparation and recommended approval of the Resolutions of Necessity and related documents prerequisite to filing the eminent domain actions.

ALTERNATIVES

The City Council may:

1. Approve Recommendations 2 through 10, including adoption of Resolution Nos. 2012-63, 2012-64, 2012-65, and 2012-66 authorizing acquisition of the property interests in question by eminent domain and authorizing the actions set forth in the proposed Resolutions of Necessity. *This alternative will allow necessary actions to be in place so the Project continues to proceed without interruption.*

2. Do not approve Recommendations 2 through 10. *This alternative may delay the construction of needed improvements.*

FISCAL IMPACT

There is no new fiscal impact related to the adoption of these resolutions. Offers were made within previously-budgeted and authorized amounts. Phase 2 right-of-way is funded by Transportation Uniform Mitigation Fee (TUMF) funds. These funds have been allocated for the SR-60/Moreno Beach Interchange Improvements Project (Phase 2) and cannot be utilized for operational activities. The TUMF funds are required to be expended by October 2012 or WRCOG will remove them from this project. There is no impact to the General Fund.

ANTICIPATED PROJECT SCHEDULE
Complete Design and Right-of-Way ..... July 2013

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

The City Council is asked to adopt Resolution No. 2012-63, Resolution No. 2012-64, Resolution No. 2012-65, and Resolution No. 2012-66 for the acquisition of the property interests and to take the other actions specified to implement the SR-60/Moreno Beach Improvements Project (Phase 2).

ATTACHMENTS/EXHIBITS

Attachment "A" Resolution No. 2012-63 [APN: 488-080-013]

Attachment "B" Resolution No. 2012-64 [APN: 488-080-014 & 488-080-017]

Attachment "C" Resolution No. 2012-65 [APN: 488-080-016]

Attachment "D" Resolution No. 2012-66 [APN: 488-270-021]

Attachment "E" – Factual Summary to Support Findings Required in Resolution Nos. 2012- 63, 2012-64, 2012-65 and 2012-66

Prepared By:
Margery A. Lazarus
Senior Engineer, P.E.

Department Head Approval
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Concurred By:
John Terell
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION N0. 2012-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF PROPERTY FOR PUBLIC STREET AND HIGHWAY PURPOSES INCLUDING RELATED IMPROVEMENTS AND FACILITIES; THAT THE ACQUISITION OF THE FEE AND THE EASEMENTS IN THE HEREIN-DESCRIBED PROPERTY IS NECESSARY FOR THE STATE ROUTE 60/MORENO BEACH INTERCHANGE IMPROVEMENT PROJECT – PHASE 2; THAT THE PROJECT IS PLANNED IN A MANNER THAT IS MOST COMPATIBLE WITH THE GREATEST PUBLIC GOOD AND THE LEAST PRIVATE INJURY; AUTHORIZING PROCEEDINGS TO BE COMMENCED IN EMINENT DOMAIN; AND AUTHORIZING THE DEPOSIT OF NECESSARY FUNDS AND THE PAYMENT OF NECESSARY EXPENSES AND FEES FOR ACQUISITION OF SAID PROPERTY; AND AUTHORIZING COUNSEL TO OBTAIN AN ORDER FOR PREJUDGMENT POSSESSION OF THE SUBJECT PROPERTY [APN: 488-080-013]

Owner	Assessor Parcel Number/ Caltrans Parcel Number
Chado & Chado/Moreno Valley, Ltd., a California Limited Partnership	488-080-013 / 21449-1, 2, 3, 4

WHEREAS, notice and a reasonable opportunity to appear and be heard has been given to the persons who appear to be the owners of the hereinafter described property and whose name and address appears on the last equalized assessment roll in compliance with and as required by Code of Civil Procedure § 1245.235(a), relating to whether the public interest and necessity require the herein-described Project; whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; whether the property sought to be

Attachment "A"

acquired is necessary for the Project; and whether the offer required by Government Code § 7267.2 has been made to the owner or owners of record; and said hearing was held and conducted before the City Council on August 28, 2012, at the time and place indicated in the notice of hearing; and

WHEREAS, the City Council has considered all matters necessary to be considered and duly presented at said hearing; and

WHEREAS, at least two-thirds of all the members of the City Council do hereby vote to adopt this Resolution:

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY FIND, DETERMINE, RESOLVE, DECLARE AND ORDER as follows:

Section 1. Pursuant to the provisions of the California Constitution, including Article I Section 19 thereof, and as authorized by California Government Code, §§ 37350, 37350.5, 37351, 40401 and 40404 and pursuant to the applicable provisions of California Code of Civil Procedure, §§ 1230.010, et seq, and other applicable provisions of law, the City of Moreno Valley is authorized to acquire the fee and easement interests in the real property which are shown on the maps attached hereto and described more fully in the legal descriptions attached hereto as follows:

Ownership	**Assessor Parcel No. /Caltrans Parcel No.**	**Exhibits**	**Interests to be Taken**
Chado & Chado/Moreno Valley, Ltd., a California Limited Partnership	488-080-013 / 21449-1	A-1 and B-1	Fee

Ownership	Assessor Parcel No. /Caltrans Parcel No.	Exhibits	Interests to be Taken
Chado & Chado/Moreno Valley, Ltd., a California Limited Partnership	488-080-013 / 21449-2	A-2 and B-2	Slope/Drainage Easement
Chado & Chado/Moreno Valley, Ltd., a California Limited Partnership	488-080-013 / 21449-3	A-3 and B-3	Temporary Construction Easement
Chado & Chado/Moreno Valley, Ltd., a California Limited Partnership	488-080-013 / 21449-4	A-4 and B-4	Roadway Easement

As referenced in the table above, all legal descriptions of the property interests to be acquired have an A prefix and all maps have a B prefix. The fee interest, slope/drainage easement and roadway easement are permanent. The temporary construction easement as described above will be in effect for a period of 18 months after the City gives notice to the owner. Generally all property interests to be acquired are sometimes referred to later in this Resolution as the "property". In relation to the hereinafter described Project the said Exhibits, as attached hereto and incorporated herein by this reference, describe the location and extent of the property, including the fee, the slope/drainage easement, the roadway easement and the temporary construction easement interests therein, being taken.

Section 2. Acquisition of the hereinabove described property sought to be condemned herein or of one or more interest therein, is for a public use, to wit: State Route 60/Moreno Beach Interchange Improvement Project – Phase 2 and for the

construction, reconstruction, operation, removal, replacement, widening, relocation, repair and maintenance of public street and highway and incidental improvements, uses and purposes, including bridges, drains, sewers and utilities, utility relocation and all improvements described in the construction plans, including any modifications thereof, and for uses and purposes consistent therewith and related thereto, and including, without limitation by this reference, the right to enter upon and for ingress and egress upon, to and from said property, said proposed acquisition and use being herein referred to as the "Project."

Section 3. The interests in the property sought to be condemned herein, which constitute only a portion of larger parcels of real property, are described herein, and the property to be condemned is situated in the City of Moreno Valley, County of Riverside, State of California.

Section 4. The City Council further hereby declares, finds, determines and resolves as follows:

(a) The public interest and necessity require the proposed Project;

(b) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

(c) The property, or the interests to be acquired therein, is necessary for the Project; and

(d) The offer required by Government Code § 7267.2 has been made to the owner or owners of record.

Section 5. In the event any of the property or the interests to be acquired therein is already appropriated to an existing and different public use, the City Council hereby finds and determines that the herein-described public use or uses are

more necessary than said existing public use, and acquisition hereby is permitted under the provisions of Code of Civil Procedure §§ 1240.610, et seq.

Section 6. The City Attorney is authorized to make such minor changes in the legal descriptions of the property and also including the substitution of plat maps for the particular property interest or interests to be acquired for the right of way maps that serve as exhibits to this Resolution and in the pleadings to be filed which have been authorized herein, as is deemed necessary, for the conduct of the condemnation action or other proceedings required to acquire the property.

Section 7. The City Council finds and determines that the purposes for which the above-described property is to be taken are public purposes and the uses therefore are authorized by law, and the taking of said property or property interests is necessary to such uses.

Section 8. The City Council hereby authorizes and directs the preparation and prosecution of proceedings in the name of the City of Moreno Valley in the Superior Court of the State of California, for the County of Riverside, or in any other court having jurisdiction thereof, as may be necessary for the acquisition of the property and property interests by condemnation in accordance with the provisions of the Constitution and laws of the State of California relating to eminent domain, to obtain applicable fee simple interest and easements in, over, under, across, along, through, and within the property, as described herein, and to obtain an order permitting the City, as plaintiff, to take possession of the property prior to judgment for use in construction and completion of the Project, and to obtain all other proper orders and judgments as may be necessary.

Section 9. The City Attorney and Singer and Coffin, APC, the law firm retained as counsel to represent the City in the proceedings, are hereby authorized and directed to prepare and prosecute in the name of the City such proceeding or proceedings as are necessary to accomplish such acquisition; and to prepare and file such pleadings, briefs and other documents, and to make such arguments and to take such actions as may be necessary in the opinion of said attorneys to acquire for said City possession including prejudgment possession and title and ownership of the property and real property interests sought herein. Said attorneys are specifically authorized to take whatever steps and procedures are available to them under the eminent domain law of the State of California (Code of Civil Procedure, Title 7, Chapters 1-12, §§ 1230.010 and following) to complete such acquisition.

Section 10. The City is authorized and directed upon instruction from counsel for the City to make or cause to be made the deposit with the State Treasurer or in court out of proper funds of the City for the probable just compensation according to law, for jury fees, reporter's fees and other litigation costs and expenses.

APPROVED AND ADOPTED this 28th day of August, 2012.

_____

Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

EXHIBIT "A-1"

FEE

[See Attached]

EXHIBIT "A"

That portion of Lots 3 and 6, Block 28 of Map No. 1, Bear Valley and Alessandro Development Co. in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 11, Page 10 of Maps in the Office of the County Recorder of San Bernardino County, more particularly described as follows:

COMMENCING at the northwest corner of said Lot 3; thence South 00°26'18" West along the west line of said Lots 3 and 6, a distance of 1067.76 feet to the **POINT OF BEGINNING**, also being the beginning of Course "A"; thence North 82°37'34" East along said Course "A", a distance of 177.30 feet to the beginning of Course "B"; thence North 68°07'48" East along said Course "B", a distance of 330.46 feet to the beginning of Course "C"; thence North 09°50'44" East along said Course "C", a distance of 347.77 feet; thence South 89°33'45" East a distance of 85.67 feet to the northwesterly line of Parcel "G" granted to the State of California by Grant Deed recorded December 27, 1962 as Instrument No. 119152, Official Records of Riverside County; thence South 04°28'09" West along said northwesterly line, a distance of 648.53 feet to the northerly line of said Parcel "G"; thence South 89°57'16" West along said northerly line, a distance of 452.99 feet; thence continuing along said northerly line, South 88°39'33" West, a distance of 131.65 feet to said west line of said Lot 6; thence North 00°26'16" East along said west line, a distance of 73.42 feet to the **POINT OF BEGINNING.**

Containing 120,646 square feet of land, more or less.

TOGETHER with underlying fee interest, if any, contiguous to the above-described property in and to the adjoining public way (Moreno Beach Drive).

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights, including access rights, appurtenant to grantor's remaining property, in and to said freeway, over and across said Courses "A" through "C", inclusive.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik
Janeen Nedlik, L.S. 7563
Expires 12/31/11

Date Oct 5, 2010

LICENSED LAND SURVEYOR
JANEEN NEDLIK
EXP. 12-31-11
No. 7563
STATE OF CALIFORNIA

08-Co-RTE-PM 19.08-21449 (21449-1)

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EXHIBIT "A-2"

SLOPE/DRAINAGE EASEMENT

[See Attached]

EXHIBIT "A"

That portion of Lot 3, Block 28 of Map No. 1, Bear Valley and Alessandro Development Co. in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 11, Page 10 of Maps in the Office of the County Recorder of San Bernardino County, more particularly described as follows:

COMMENCING at the northwest corner of said Lot 3; thence South 00°26'20" West along the west line of said Lot 3 and Lot 6 of said Block 28 a distance of 1067.76 feet; thence North 82°37'34" East a distance of 177.30 feet; thence North 68°07'48" East a distance of 330.46 feet; thence North 09°50'44" East a distance of 347.77 feet; thence South 89°33'45" East a distance of 9.22 feet to the **POINT OF BEGINNING**; thence continuing South 89°33'45" East a distance of 45.71 feet; thence North 00°26'15" East a distance of 82.66 feet; thence North 04°26'54" East a distance of 159.73 feet; thence North 89°33'28" West a distance of 7.98 feet; thence South 14°54'35" West a distance of 113.60 feet; thence South 09°16'01" West a distance of 133.59 feet to the **POINT OF BEGINNING**.

Containing 6,781 square feet of land, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik
Janeen Nedlik, L.S. 7563
Expires 12/31/11

Date June 8, 2010

LICENSED LAND SURVEYOR
JANEEN NEDLIK
EXP. 12-31-11
No. 7563
STATE OF CALIFORNIA

08-RIV-60-MP 19.08-21449 (21449-2)

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EXHIBIT "A-3"

TEMPORARY CONSTRUCTION EASEMENT

[See Attached]

EXHIBIT "A"

That portion of Lot 3, Block 28 of Map No. 1, Bear Valley and Alessandro Development Co. in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 11, Page 10 of Maps in the Office of the County Recorder of San Bernardino County, more particularly described as follows:

COMMENCING at the northeast corner of said Lot 3; thence North 89°32'50" West, along the north line of said Lot 3, a distance of 2.49 feet to the **POINT OF BEGINNING**; thence South 04°26'54" West, a distance of 333.78 feet; thence North 89°33'28" West, a distance of 7.98 feet; thence North 00°26'31" East, a distance of 157.85 feet; thence North 05°55'16" East, a distance of 175.92 feet to the north line of said Lot 3; thence South 89°32'50" East, along said north line, a distance of 14.51 feet to the **POINT OF BEGINNING**;

Containing 5,070 square feet of land, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik
Janeen Nedlik, L.S. 7563
Expires 12/31/11

Date June 8, 2010

LICENSED LAND SURVEYOR
JANEEN NEDLIK
EXP. 12-31-11
No. 7563
STATE OF CALIFORNIA

08-RIV-60-MP 19.08-21449 (21449-3)

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EXHIBIT "A-4"

ROADWAY EASEMENT

[See Attached]

EXHIBIT "A"

That portion of Lots 3 and 6, Block 28 of Map No. 1, Bear Valley and Alessandro Development Co. in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 11, Page 10 of Maps in the Office of the County Recorder of San Bernardino County, more particularly described as follows:

COMMENCING at the northwest corner of said Lot 3; thence South 00°26'18" West along the west line of said Lots 3 and 6, a distance of 1067.76 feet; thence North 82°37'34" East a distance of 177.30 feet; thence North 68°07'48" East a distance of 330.46 feet; thence North 09°50'44 East a distance of 347.77 feet; thence South 89°33'45" East a distance of 54.93 feet to the **POINT OF BEGINNING**; thence North 00°26'15" East a distance of 82.66 feet; thence North 04°26'54" East a distance of 493.51 feet to the north line of said Lot 3; thence South 89°32'50" East along said north line, a distance of 2.49 feet to the east line of said Lot 3; thence South 00°26'15" West along said east line, a distance of 486.17 feet; to the northwesterly line of Parcel "G" granted to the State of California by Grant Deed recorded December 27, 1962 as Instrument No. 119152, Official Records of Riverside County; thence South 04°28'09" West along said northwesterly line, a distance of 89.01 feet ; thence North 89°33'45" West a distance of 30.74 feet to the to the **POINT OF BEGINNING.**

Containing 12,501 square feet of land, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik
Janeen Nedlik, L.S. 7563
Expires 12/31/11

Date Oct 5, 2010

LICENSED LAND SURVEYOR
JANEEN NEDLIK
EXP. 12-31-11
No. 7563
STATE OF CALIFORNIA

08-RIV-60-MP 19.08-21449 (21449-4)

I:\177725A-sr60-Moreno_Beach\PARCEL LEGALS\21449-CHADO\21449-4.doc

EXHIBIT "B-1"

FEE

[See Attached]

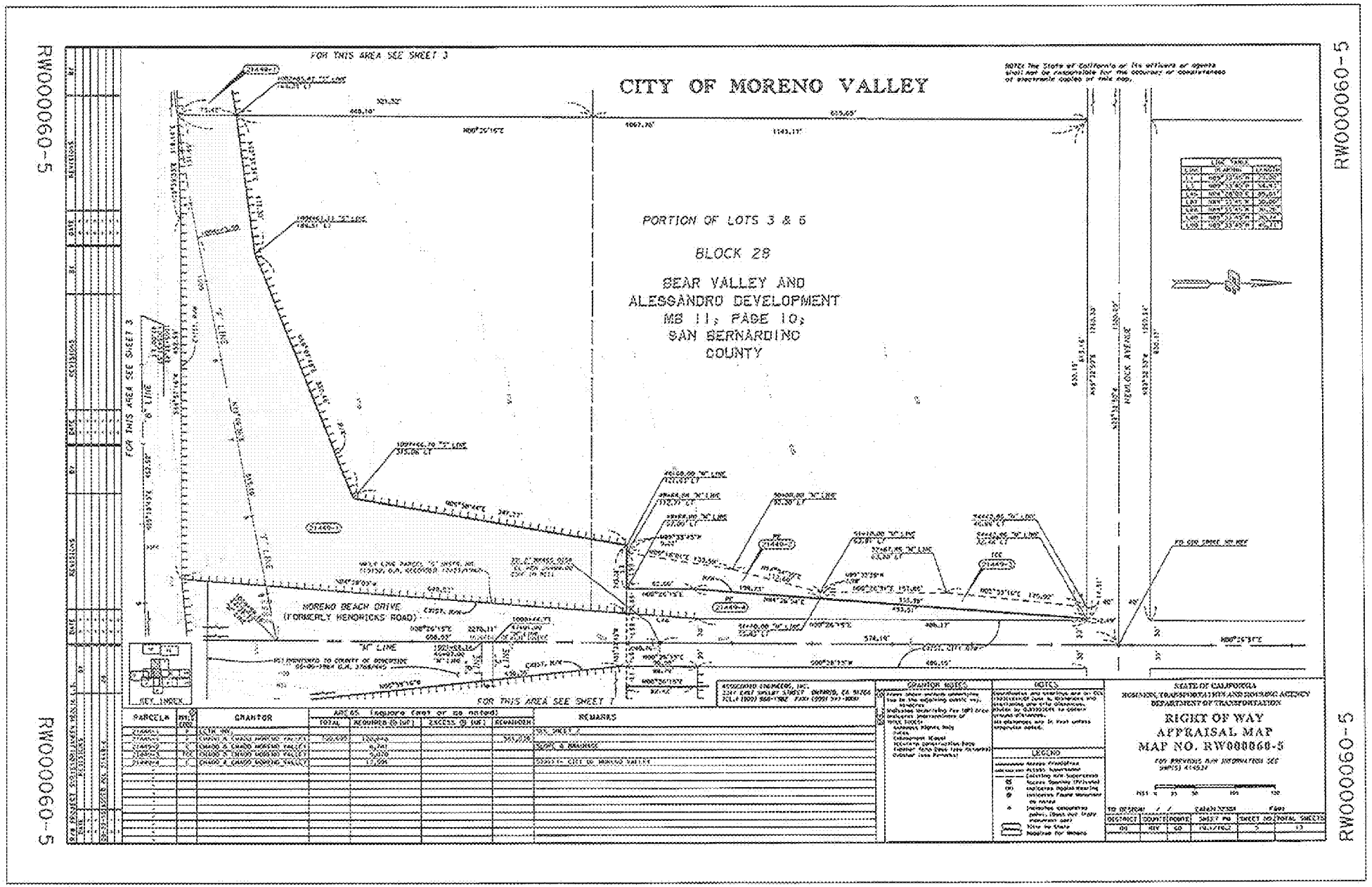
CITY OF MORENO VALLEY
PORTION OF LOTS 3 & 6
BLOCK 28
BEAR VALLEY AND
ALESSANDRO DEVELOPMENT
MB 11, PAGE 10,
SAN BERNARDINO
COUNTY
FOR THIS AREA SEE SHEET 3
FOR THIS AREA SEE SHEET 7
MORENO BEACH DRIVE
(FORMERLY HENDRICKS ROAD)
"A" LINE
"B" LINE
"C" LINE
"E" LINE
"F" LINE
HENDRICKS AVENUE
KEY INDEX
NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this map.
ASSOCIATED ENGINEERS, INC.
GRANTOR NOTES
NOTES
LEGEND
STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY
APPRAISAL MAP
MAP NO. RW000060-5
PARCEL
GRANTOR
AREAS (square feet or as noted)
TOTAL
REQUIRED (R/W)
EXCESS (R/W)
REMAINDER
REMARKS
DISTRICT
COUNTY
ROUTE
SHEET NO.
TOTAL SHEETS
RW000060-5

MV00174179

EXHIBIT "B-2"

SLOPE/DRAINAGE EASEMENT

[See Attached]

MV00174181

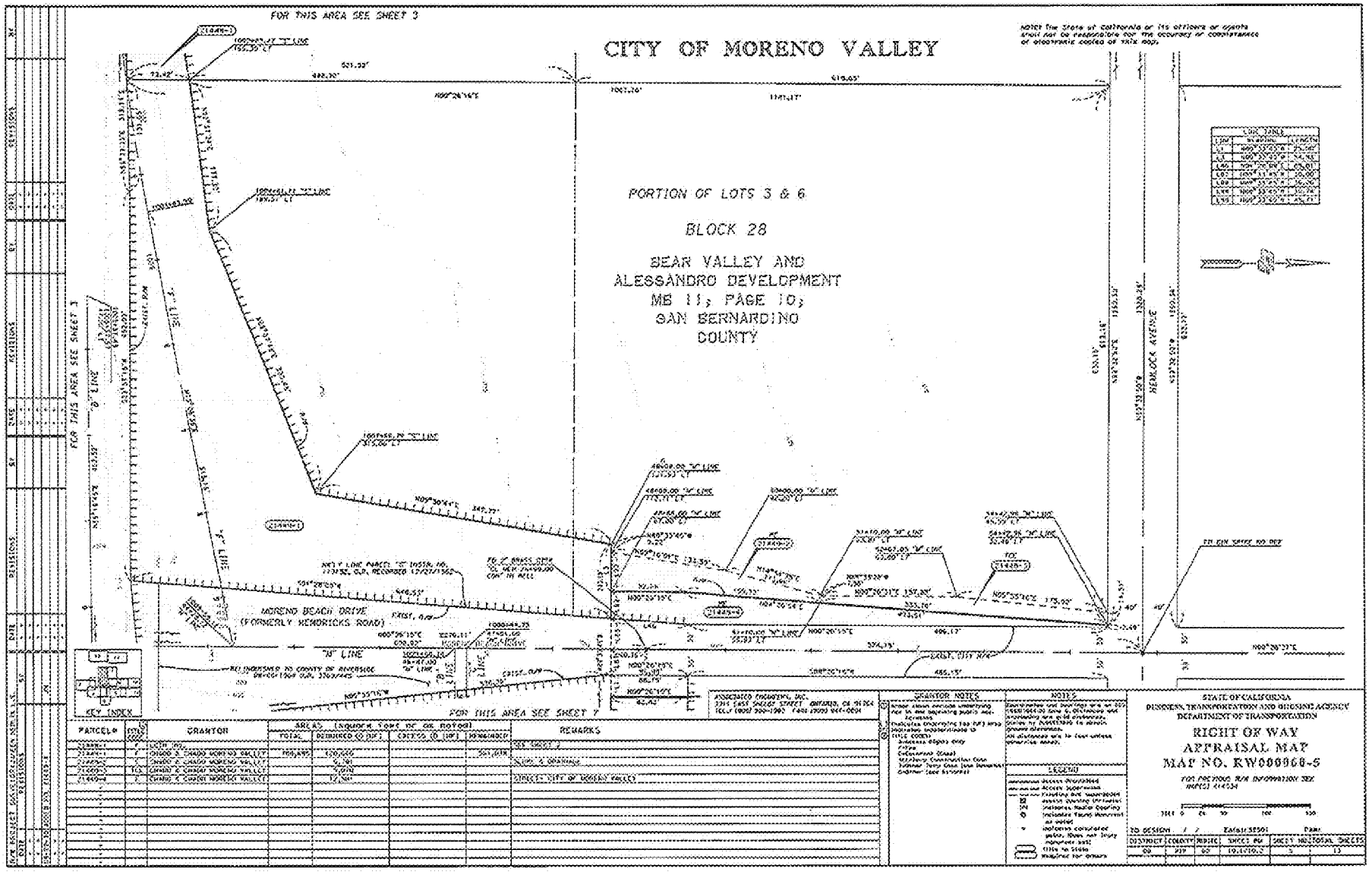
FOR THIS AREA SEE SHEET 3
CITY OF MORENO VALLEY
PORTION OF LOTS 3 & 6
BLOCK 28
BEAR VALLEY AND
ALESSANDRO DEVELOPMENT
MB 11, PAGE 10,
SAN BERNARDINO
COUNTY
HEMLOCK AVENUE
MORENO BEACH DRIVE
(FORMERLY HEMLOCKS ROAD)
"B" LINE
"F" LINE
"W" LINE
KEY INDEX
FOR THIS AREA SEE SHEET 7
PARCEL#
GRANTOR
AREAS (square feet or as noted)
TOTAL
REMAINDER
REMARKS
GRANTOR NOTES
NOTES
LEGEND
STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY
APPRAISAL MAP
MAP NO. RW000060-5
DISTRICT
COUNTY
ROUTE
SHEET NO.
TOTAL SHEETS

EXHIBIT "B-3"

TEMPORARY CONSTRUCTION EASEMENT

[See Attached]

MV00174183

RW000060-5

CITY OF MORENO VALLEY

PORTION OF LOTS 3 & 6

BLOCK 28

BEAR VALLEY AND
ALESSANDRO DEVELOPMENT
MB 11, PAGE 10,
SAN BERNARDINO
COUNTY

FOR THIS AREA SEE SHEET 3

MORENO BEACH DRIVE
(FORMERly HENDRICKS ROAD)

HENDRICK AVENUE

"A" LINE

"B" LINE

"C" LINE

"D" LINE

"E" LINE

"F" LINE

FOR THIS AREA SEE SHEET 2

KEY INDEX

PARCEL	GRANTOR	AREAS required (not or no noted) TOTAL	REQUIRED	EXCESS	REMAINDER	REMARKS

ASSOCIATED ENGINEERS, INC.
2351 EAST SHELBY STREET ONTARIO, CA 91764
TEL: (909) 390-1992 FAX: (909) 391-0604

GRANTOR NOTES

NOTES

LEGEND

STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY
APPRAISAL MAP
MAP NO. RW000060-5

FOR PREVIOUS R/W INFORMATION SEE MAP(S) 414504

TO DESIGN	/ /	CHECK BY		RWM	
SEQUENCE	SUBMITS	MONTH	SHEET NO	SHEET NO	TOTAL SHEETS
10	NOV	00	23-3/7/4-2	2	23

RW000060-5

EXHIBIT "B-4"

ROADWAY EASEMENT

[See Attached]

MV00174185

RW000060-5

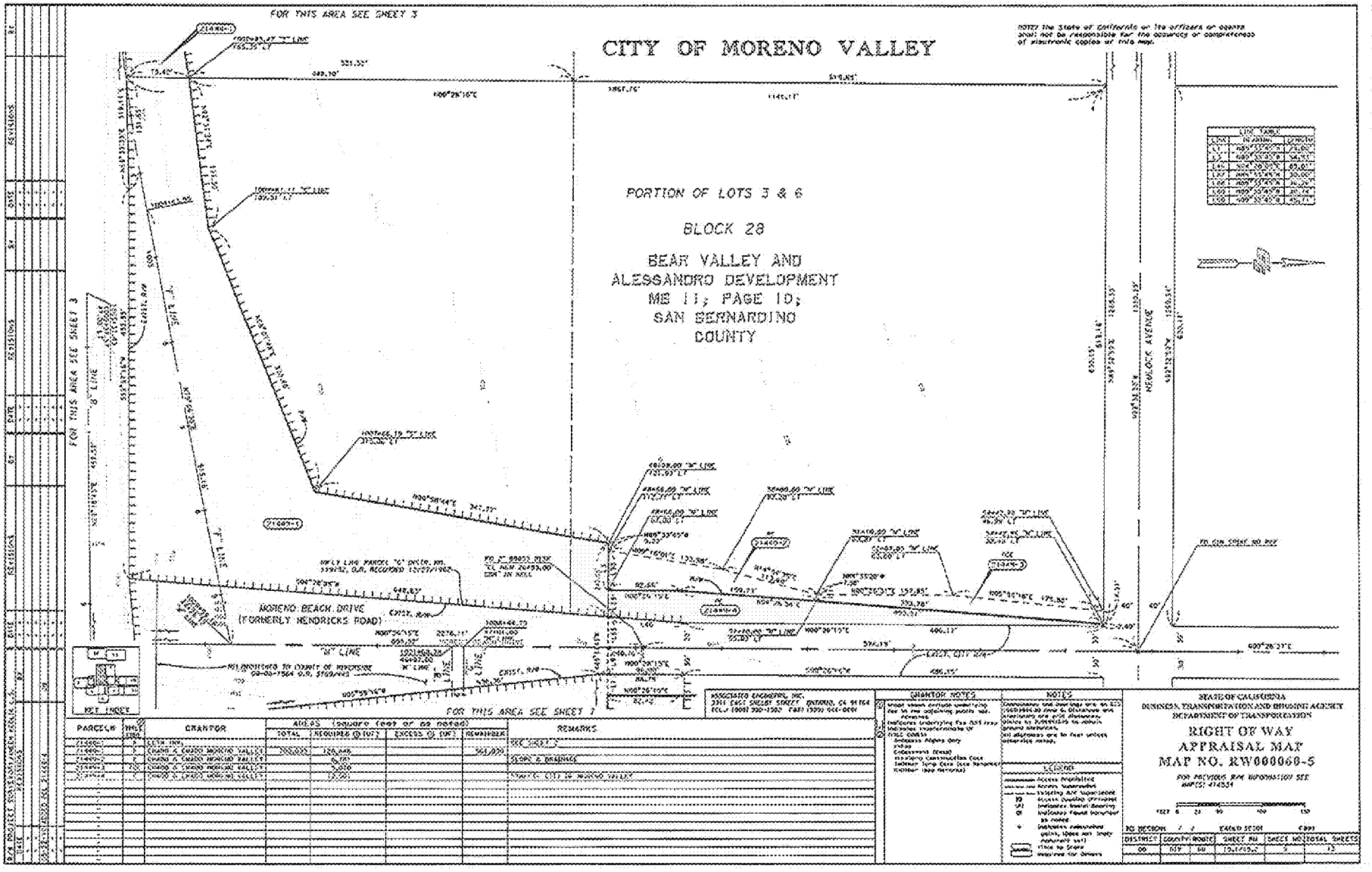

RW000060-5

RESOLUTION N0. 2012-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF PROPERTY FOR PUBLIC STREET AND HIGHWAY PURPOSES INCLUDING RELATED IMPROVEMENTS AND FACILITIES; THAT THE ACQUISITION OF THE FEE AND THE EASEMENTS IN THE HEREIN-DESCRIBED PROPERTY IS NECESSARY FOR THE STATE ROUTE 60/MORENO BEACH INTERCHANGE IMPROVEMENT PROJECT – PHASE 2; THAT THE PROJECT IS PLANNED IN A MANNER THAT IS MOST COMPATIBLE WITH THE GREATEST PUBLIC GOOD AND THE LEAST PRIVATE INJURY; AUTHORIZING PROCEEDINGS TO BE COMMENCED IN EMINENT DOMAIN; AND AUTHORIZING THE DEPOSIT OF NECESSARY FUNDS AND THE PAYMENT OF NECESSARY EXPENSES AND FEES FOR ACQUISITION OF SAID PROPERTY; AND AUTHORIZING COUNSEL TO OBTAIN AN ORDER FOR PREJUDGMENT POSSESSION OF THE SUBJECT PROPERTY [488-080-014 and 488-080-017]

Owner	Assessor Parcel Numbers/ Caltrans Parcel Numbers
Equitable Moreno Valley II Partnership, a California Limited Partnership	488-080-014 and 488-080-017 / 21450-1, 2, 3; 21452-1, 2

WHEREAS, notice and a reasonable opportunity to appear and be heard has been given to the persons who appear to be the owners of the hereinafter described property and whose name and address appears on the last equalized assessment roll in compliance with and as required by Code of Civil Procedure § 1245.235(a), relating to whether the public interest and necessity require the herein-described Project; whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; whether the property sought to be

acquired is necessary for the Project; and whether the offer required by Government Code § 7267.2 has been made to the owner or owners of record; and said hearing was held and conducted before the City Council on August 28, 2012, at the time and place indicated in the notice of hearing; and

WHEREAS, the City Council has considered all matters necessary to be considered and duly presented at said hearing; and

WHEREAS, at least two-thirds of all the members of the City Council do hereby vote to adopt this Resolution:

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY FIND, DETERMINE, RESOLVE, DECLARE AND ORDER as follows:

Section 1. Pursuant to the provisions of the California Constitution, including Article I Section 19 thereof, and as authorized by California Government Code, §§ 37350, 37350.5, 37351, 40401 and 40404 and pursuant to the applicable provisions of California Code of Civil Procedure, §§ 1230.010, et seq, and other applicable provisions of law, the City of Moreno Valley is authorized to acquire the fee, the roadway easement, the slope/drainage easements and the temporary construction easement interests in the real property which are shown on the maps attached hereto and described more fully in the legal descriptions attached hereto as follows:

Ownership	**Assessor Parcel Nos. /Caltrans Parcel Nos.**	**Exhibits**	**Interests to be Taken**
Equitable Moreno Valley II Partnership, a California Limited Partnership	488-080-014 and 488-080-017 / 21452-1	A-1 and B-1	Fee

Ownership	Assessor Parcel Nos. /Caltrans Parcel Nos.	Exhibits	Interests to be Taken
Equitable Moreno Valley II Partnership, a California Limited Partnership	488-080-014 and 488-080-017 / 21450-1	A-2 and B-2	Roadway Easement
Equitable Moreno Valley II Partnership, a California Limited Partnership	488-080-014 and 488-080-017 / 21450-2	A-3 and B-3	Slope/Drainage Easement
Equitable Moreno Valley II Partnership, a California Limited Partnership	488-080-014 and 488-080-017/ 21452-2	A-4 and B-4	Temporary Construction Easement
Equitable Moreno Valley II Partnership, a California Limited Partnership	488-080-014 and 488-080-017 / 21450-3	A-5 and B-5	Temporary Construction Easement

As referenced in the table above, all legal descriptions of the property interests to be acquired have an A prefix and all maps have a B prefix. The fee interest, the roadway easement and the slope/drainage easement are permanent. The temporary construction easements as described above will be in effect for a period of 18 months after the City gives notice to the owner. Generally all property interests to be acquired are sometimes referred to later in this Resolution as the "property". In relation to the hereinafter described Project the said Exhibits, as attached hereto and incorporated herein by this reference, describe the location and extent of the property, including the fee, the roadway easement, the slope/drainage easement and the temporary construction easements interests therein, being taken.

Section 2. Acquisition of the hereinabove described property sought to be condemned herein or of one or more interest therein, is for a public use, to wit: State

Route 60/Moreno Beach Interchange Improvement Project – Phase 2 and for the construction, reconstruction, operation, removal, replacement, widening, relocation, repair and maintenance of public street and highway and incidental improvements, uses and purposes, including bridges, drains, sewers and utilities, utility relocation and all improvements described in the construction plans, including any modifications thereof, and for uses and purposes consistent therewith and related thereto, and including, without limitation by this reference, the right to enter upon and for ingress and egress upon, to and from said property, said proposed acquisition and use being herein referred to as the "Project".

Section 3. The interests in the property sought to be condemned herein, which constitute only a portion of larger parcels of real property, are described herein, and the property to be condemned is situated in the City of Moreno Valley, County of Riverside, State of California.

Section 4. The City Council further hereby declares, finds, determines and resolves as follows:

(a) The public interest and necessity require the proposed Project;

(b) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

(c) The property, or the interests to be acquired therein, is necessary for the Project; and

(d) The offer required by Government Code § 7267.2 has been made to the owner or owners of record.

Section 5. In the event any of the property or the interests to be acquired therein is already appropriated to an existing and different public use, the City

Council hereby finds and determines that the herein-described public use or uses are more necessary than said existing public use, and acquisition hereby is permitted under the provisions of Code of Civil Procedure §§ 1240.610, et seq.

Section 6. The City Attorney is authorized to make such minor changes in the legal descriptions of the property and also including the substitution of plat maps for the particular property interest or interests to be acquired for the right of way maps that serve as exhibits to this Resolution and in the pleadings to be filed which have been authorized herein, as is deemed necessary, for the conduct of the condemnation action or other proceedings required to acquire the property.

Section 7. The City Council finds and determines that the purposes for which the above-described property is to be taken are public purposes and the uses therefore are authorized by law, and the taking of said property or property interests is necessary to such uses.

Section 8. The City Council hereby authorizes and directs the preparation and prosecution of proceedings in the name of the City of Moreno Valley in the Superior Court of the State of California, for the County of Riverside, or in any other court having jurisdiction thereof, as may be necessary for the acquisition of the property and property interests by condemnation in accordance with the provisions of the Constitution and laws of the State of California relating to eminent domain, to obtain applicable fee simple interest and easements in, over, under, across, along, through, and within the property, as described herein, and to obtain an order permitting the City, as plaintiff, to take possession of the property prior to judgment for use in construction and completion of the Project, and to obtain all other proper orders and judgments as may be necessary.

Section 9. The City Attorney and Singer and Coffin, APC, the law firm retained as counsel to represent the City in the proceedings, are hereby authorized and directed to prepare and prosecute in the name of the City such proceeding or proceedings as are necessary to accomplish such acquisition; and to prepare and file such pleadings, briefs and other documents, and to make such arguments and to take such actions as may be necessary in the opinion of said attorneys to acquire for said City possession including prejudgment possession and title and ownership of the property and real property interests sought herein. Said attorneys are specifically authorized to take whatever steps and procedures are available to them under the eminent domain law of the State of California (Code of Civil Procedure, Title 7, Chapters 1-12, §§ 1230.010 and following) to complete such acquisition.

Section 10. The City is authorized and directed upon instruction from counsel for the City to make or cause to be made the deposit with the State Treasurer or in court out of proper funds of the City for the probable just compensation according to law, for jury fees, reporter's fees and other litigation costs and expenses.

APPROVED AND ADOPTED this 28th day of August, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT "A-1"

FEE

[See Attached]

Exhibit "A"

That portion of Lot 8, Block 28 of Map No. 1, Bear Valley and Alessandro Development Co. in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 11, Page 10 of Maps in the Office of the County Recorder of San Bernardino County, together with a portion of Pettit street lying easterly of said Lot 8, more particularly described as follows:

COMMENCING at the southeast corner of Parcel 4 of Parcel Map No. 18061, Filed in Book 107, Page 73 and 74 of Parcel Maps in the Office of the County Recorder of Riverside County; thence North 00°26'09" East, along the east line of said Parcel 4, a distance of 23.71 feet; thence North 83°25'24" West, a distance of 346.89 feet to a point on the west line of Parcel 3, said Parcel Map No. 18061, also being a point on the centerline of Pettit Street as shown on said Map No. 1, Bear Valley and Alessandro Development Co.; thence continuing North 83°25'24" West, a distance of 30.17 feet to a point on the west line of said Pettit Street, said point being the **POINT OF BEGINNING**; thence continuing North 83°25'24" West, a distance of 63.00 feet to the beginning of a curve concave northeasterly, having a radius of 930.00 feet; thence northwesterly along said curve, through a central angle of 16°44'41", a distance of 271.79 feet; thence North 66°40'44" West, a distance of 106.30 feet; thence North 56°41'18" West, a distance of 246.71 feet to a point on the west line of said Lot 8, said point being distant South 00°26'13" West, along said west line, a distance of 213.50 feet from the northwest corner of said Lot 8; thence South 00°26'13" West, along said west line, a distance of 291.24 feet to the north line of that certain parcel of land described in the Deed to the State of California, recorded December 27, 1962 in Book 3289, Page 186 as Instrument No. 119152, Official Records of said County; thence South 85°45'47" East, along said north line, a distance of 339.25 feet; thence South 89°32'23" East, continuing along said north line, a distance of 291.46 feet to the west line of said Pettit Street; thence North 00°26'09" East, along said west line, a distance of 63.99 feet to the **POINT OF BEGINNING**.

TOGETHER with underlying fee interest, if any, contiguous to the above-described property in and to the adjoining public way (Pettit Street).

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights, including access rights, appurtenant to grantor's remaining property, in and to said freeway.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik
Janeen Nedlik, L.S. 7563
Expires 12/31/11

Date May 26, 2010

LICENSED LAND SURVEYOR
JANEEN NEDLIK
EXP. 12-31-11
No. 7563
STATE OF CALIFORNIA

08-RIV-60-PM 18.95-21452(21452-1)

EXHIBIT "A-2"

ROADWAY EASEMENT

[See Attached]

Exhibit "A"

That portion of Lot 2, Block 28 of Map No. 1, Bear Valley and Alessandro Development Co. in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 11, Page 10 of Maps in the Office of the County Recorder of San Bernardino County, more particularly described as follows:

BEGINNING at the northwest corner of said Lot 2; thence South 89°32'40" East, along the north line of said Lot 2, a distance of 4.06 feet; thence leaving said north line, South 01°59'48" East, a distance of 486.59 feet to the northerly line of Parcel "H" granted to the State of California by Grant Deed recorded December 27, 1962 in Book 3289, Page 186, Official Records of Riverside County; thence North 89°33'29" West, along said northerly line, a distance of 24.73 feet to the west line of said Lot 2, also being the east right-of-way line of Moreno Beach Drive (30' half-width, formerly Hendricks Road); thence North 00°26'15" East, along said east right-of-way line, a distance of 486.15 feet to the **POINT OF BEGINNING**.

Containing 6,998 square feet of land, more or less.

TOGETHER with underlying fee interest, if any, contiguous to the above-described property in and to the adjoining public ways (Hemlock Avenue and Moreno Beach Drive).

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik
Janeen Nedlik, L.S. 7563
Expires 12/31/11

Date May 27, 2010

LICENSED LAND SURVEYOR
JANEEN NEDLIK
EXP. 12-31-11
No. 7563
STATE OF CALIFORNIA

08-RIV-60-PM 19.22-21450(21450-1)

EXHIBIT "A-3"

SLOPE/DRAINAGE EASEMENT

[See Attached]

EXHIBIT "A"

That portion of Lot 2, Block 28 of Map No. 1, Bear Valley and Alessandro Development Co. in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 11, Page 10 of Maps in the Office of the County Recorder of San Bernardino County, more particularly described as follows:

COMMENCING at the northwest corner of said Lot 2; thence South 89°32'40" East, along the north line of said Lot 2, a distance of 4.06 feet; thence leaving said north line, South 01°59'48" East, a distance of 243.17 feet to the **POINT OF BEGINNING**; thence continuing South 01°59'48" East, a distance of 243.42 feet to the northerly line of Parcel "H" granted to the State of California by Grant Deed recorded December 27, 1962 in Book 3289, Page 186, Official Records of Riverside County; thence South 89°33'29" East, along said northerly line, a distance of 19.28 feet to the beginning of a curve concave southerly having a radius of 197.99 feet; thence Easterly along said northerly line and said curve, a distance of 15.40 feet through a central angle of 04°27'28"; thence leaving said northerly line, North 06°44'47" West, a distance of 144.94 feet; thence North 14°36'35" West, a distance of 103.55 feet to the **POINT OF BEGINNING**

Containing 5,232 square feet of land, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik
Janeen Nedlik, L.S. 7563
Expires 12/31/11

Date May 27, 2010

LICENSED LAND SURVEYOR
JANEEN NEDLIK
EXP. 12-31-11
No. 7563
STATE OF CALIFORNIA

08-RIV-60-MP 19.22-21450 (21450-2)

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EXHIBIT "A-4"

TEMPORARY CONSTRUCTION EASEMENT

[See Attached]

EXHIBIT "A"

That portion of Lot 8, Block 28 of Map No. 1, Bear Valley and Alessandro Development Co. in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 11, Page 10 of Maps in the Office of the County Recorder of San Bernardino County, more particularly described as follows:

COMMENCING at the intersection of the north line of said Lot 8 and the centerline of Pettit Street as shown on said Map No 1, Bear Valley and Alessandro Development Co.; thence South 00°26'10" West, along said centerline, a distance of 466.35 feet; thence North 83°25'24" West, a distance of 30.17 feet to a point on the west line of said Pettit Street, said point being the **POINT OF BEGINNING**; thence continuing North 83°25'24" West, a distance of 63.00 feet to the beginning of a curve, concave northeasterly, having a radius of 930.00 feet; thence northwesterly along said curve, through a central angle of 03°52'45", a distance of 62.96 feet; thence North 00°26'53" East, non-tangent to said curve, a distance of 50.00 feet; thence South 82°27'15" East, a distance of 125.92 feet to a point on said west line of Pettit Street; thence South 00°26'09" West along said west line, a distance of 50.00 feet to the **POINT OF BEGINNING**.

Containing 6,337 square feet of land, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik
Janeen Nedlik, L.S. 7563
Expires 12/31/11

Date May 26, 2010

LICENSED LAND SURVEYOR
JANEEN NEDLIK
EXP. 12-31-11
No. 7563
STATE OF CALIFORNIA

08-RIV-60-MP 19.08-21452 (21452-2)

L:\177725A-sr60-Moreno_Beach\PARCEL LEGALS\21452-EMV\21452-2.doc

EXHIBIT "A-5"

TEMPORARY CONSTRUCTION EASEMENT

[See Attached]

EXHIBIT "A"

That portion of Lot 2, Block 28 of Map No. 1, Bear Valley and Alessandro Development Co. in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 11, Page 10 of Maps in the Office of the County Recorder of San Bernardino County, more particularly described as follows:

COMMENCING at the southeast corner of said Lot 2, Block 28; thence North 89°32'35" West, along the south line of said Lot 2, a distance of 367.13 feet to the **POINT OF BEGINNING**; thence continuing along said south line, North 89°32'35" West, a distance of 31.46 feet to the northeasterly line of Parcel "H" granted to the State of California by Grant Deed recorded December 27, 1962 in Book 3289, Page 186, Official Records of Riverside County, said point being the beginning of a non-tangent curve, concave southwesterly, having a radius of 197.99 feet and having at said point a radial line which bears North 71°34'49" East; thence northwesterly along said northeasterly line and said curve, through a central angle of 66°40'51", a distance of 230.42 feet; thence North 06°44'47" West, a distance of 30.54 feet to the beginning of a non-tangent curve, concave southwesterly, having a radius of 227.99 feet and having at said point a radial line which bears North 03°21'00" East; thence southeasterly along said curve, through a central angle of 70°47'22", a distance of 281.68 feet to the **POINT OF BEGINNING.**

Containing 7,682 square feet of land, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik
Janeen Nedlik, L.S. 7563
Expires 12/31/11

Date July 7, 2010

LICENSED LAND SURVEYOR
JANEEN NEDLIK
EXP. 12-31-11
No. 7563
STATE OF CALIFORNIA

08-RIV-60-MP 19.22-21450 (21450-3)

EXHIBIT "B-1"

FEE

[See Attached]

RW000060-8

FOR THIS AREA SEE SHEET 7

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this map.

CITY OF MORENO VALLEY

PORTION OF LOT 8
BLOCK 28

BEAR VALLEY AND
ALESSANDRO DEVELOPMENT
MB 11, PAGE 10;
SAN BERNARDINO
COUNTY

PORTION OF LOT 7
BLOCK 28

PARCEL MAP
NO. 18061
PMB 107/73-74

PARCEL 1

PARCEL 2

PARCEL 3

CALLE YSABRA

C/L SR-60 PER CT R/W
MAP NO'S 414533 & 414534

C/L SR-60

"S" LINE

FOR THIS AREA SEE SHEET 9

FOR THIS AREA SEE SHEET 10

PARCELS	TYPE	GRANTOR	AREAS (square feet or as noted) TOTAL	REQUIRED @ 100%	EXCESS @ 100%	REMAINDER	REMARKS
[illegible]	[illegible]	THOMAS J. CHEN					SEE SHEET 7
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	SEE SHEET 7
[illegible]	[illegible]	[illegible]					
[illegible]	[illegible]	[illegible]					
[illegible]	[illegible]	THOMAS J. CHEN					SEE SHEET 10

ASSOCIATED ENGINEERS, INC.
3201 EAST SHELBY STREET ONTARIO, CA 91764
TEL.# (909) 984-7662 FAX# (909) 393-9999

GRANTOR NOTES

NOTES

LEGEND

STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY
APPRAISAL MAP
MAP NO. RW000060-8

FOR PREVIOUS R/W INFORMATION SEE MAPS# 414534 & 414533

NO.	REVISIONS	/ /	FILM/SECTION	FILE

DESIGNED	DRAWN	CHECKED	SHEET NO.	SHEET NO.	TOTAL SHEETS
JOB	JOB	JOB	[illegible]	8	13

RW000060-8

RW000060-8

RW000060-8

MV00174203

EXHIBIT "B-2"

ROADWAY EASEMENT

[See Attached]

RW000060-7

FOR THIS AREA SEE SHEET 5

MORENO BEACH DRIVE

(FORMERLY HENDRICKS ROAD)

PORTION OF LOT 7
BLOCK 28
MB 11, PAGE 10

LOT 2
BLOCK 28
BEAR VALLEY AND
ALESSANDRO DEVELOPMENT
MB 11, PAGE 10,
SAN BERNARDINO
COUNTY

CITY OF MORENO VALLEY

LOT 7
BLOCK 13
BEAR VALLEY AND
ALESSANDRO
DEVELOPMENT
MB 11, PAGE 10,
SAN BERNARDINO
COUNTY

HEDLOCK AVENUE

FOR THIS AREA SEE SHEET 8

FOR THIS AREA SEE SHEET 8

PARCEL	NO.	GRANTOR	AREAS (Square Feet or as noted) TOTAL	REQUIRED (Inc.)	EXCESS (Inc.)	REMAINDER	REMARKS
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	
[illegible]	[illegible]	[illegible]		[illegible]			SUBJ. DRAINAGE-CITY OF MORENO VALLEY
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	
[illegible]	[illegible]	[illegible]					SEE SHEET 6

ASSOCIATED ENGINEERS, INC.
3011 EAST SOUTER STREET · ONTARIO, CA 91761
TELE (909) 390-1997 · FAX (909) 947-0691

GRANTOR NOTES

NOTES

LEGEND

STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY
APPRAISAL MAP
MAP NO. RW000068-7

FOR PREVIOUS RW INFORMATION SEE MAPS 414524 & 414525

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
08	RIV	60	19.2/20.4	7	13

RW000060-7

RW000060-7

RW000060-7

MV00174205

EXHIBIT "B-3"

SLOPE/DRAINAGE EASEMENT

[See Attached]

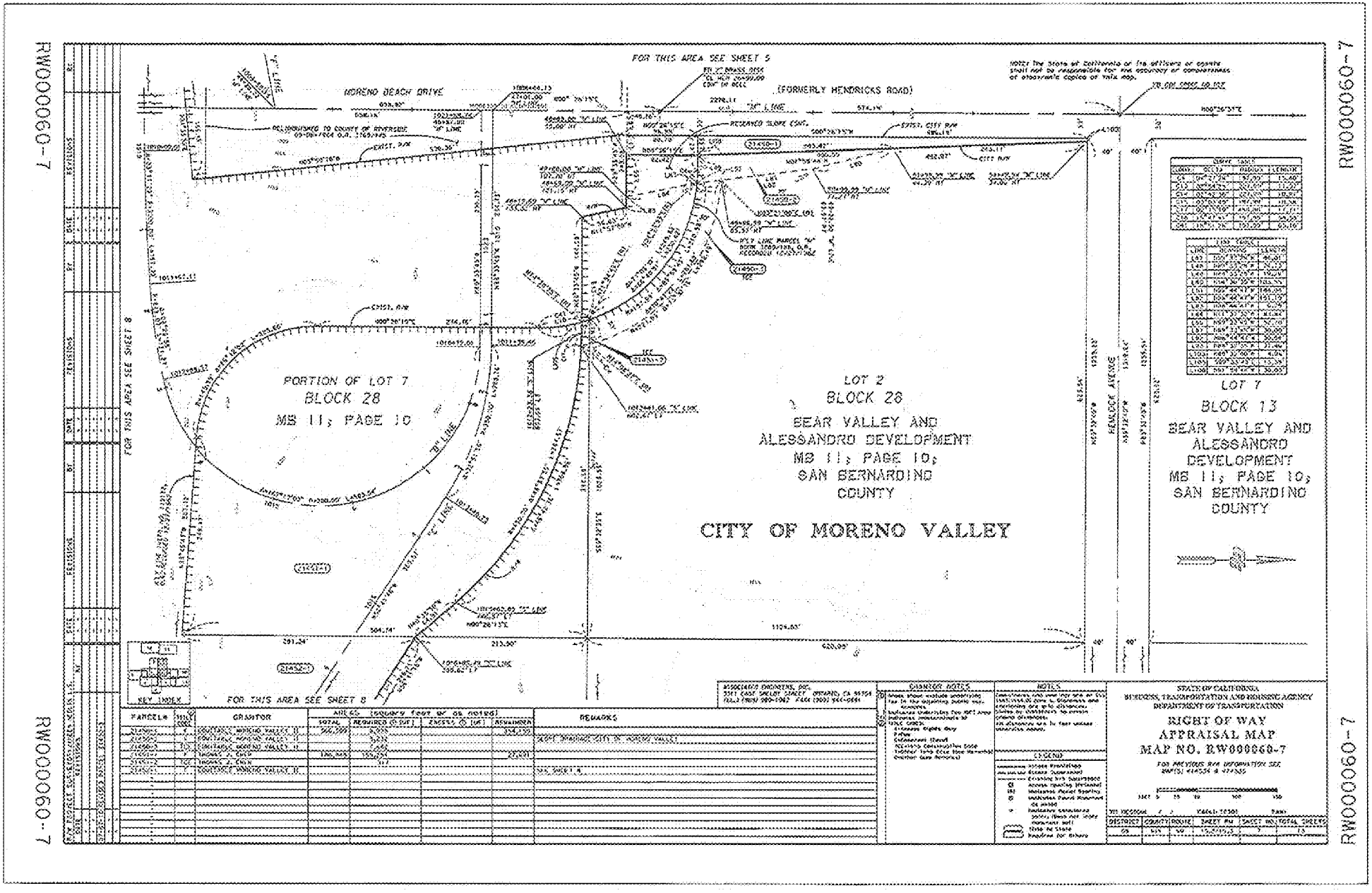
RW0000060-7
FOR THIS AREA SEE SHEET 5
MORENO BEACH DRIVE
(FORMERLY HENDRICKS ROAD)
PORTION OF LOT 7
BLOCK 28
MB 11, PAGE 10
LOT 2
BLOCK 28
BEAR VALLEY AND
ALESSANDRO DEVELOPMENT
MB 11, PAGE 10,
SAN BERNARDINO
COUNTY
CITY OF MORENO VALLEY
LOT 7
BLOCK 13
BEAR VALLEY AND
ALESSANDRO
DEVELOPMENT
MB 11, PAGE 10,
SAN BERNARDINO
COUNTY
HENDRICK AVENUE
FOR THIS AREA SEE SHEET 8
KEY INDEX
GRANTOR NOTES
NOTES
LEGEND
STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY
APPRAISAL MAP
MAP NO. RW0000060-7
PARCEL# | GRANTOR | AREAS (SQUARE FEET OR AS NOTED) | REMARKS

MV00174207

EXHIBIT "B-4"

TEMPORARY CONSTRUCTION EASEMENT

[See Attached]

RW000060-8

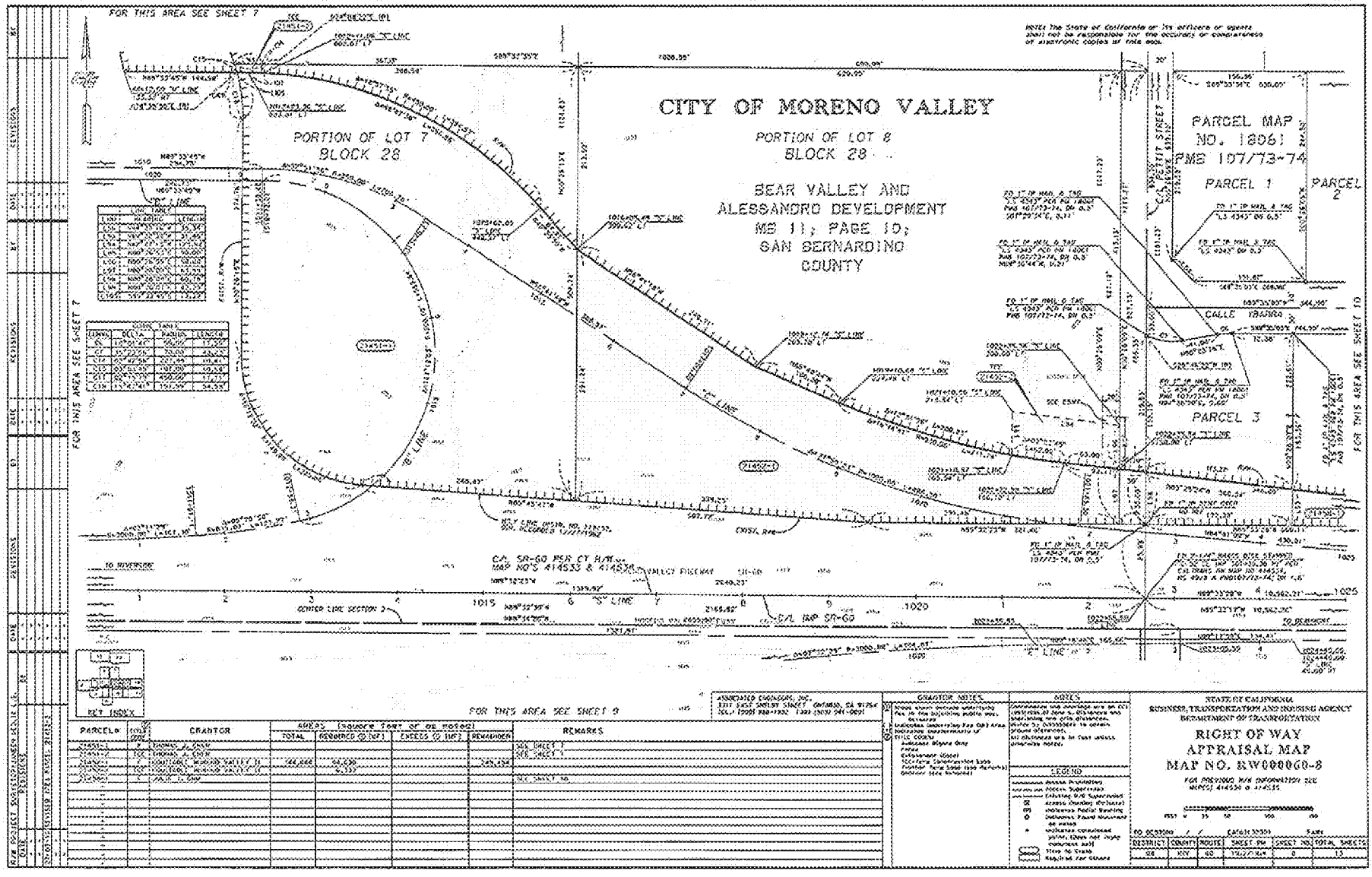

RW000060-8

RW000060-8

RW000060-8

MV00174209

EXHIBIT "B-5"

TEMPORARY CONSTRUCTION EASEMENT

[See Attached]

RW000060-7

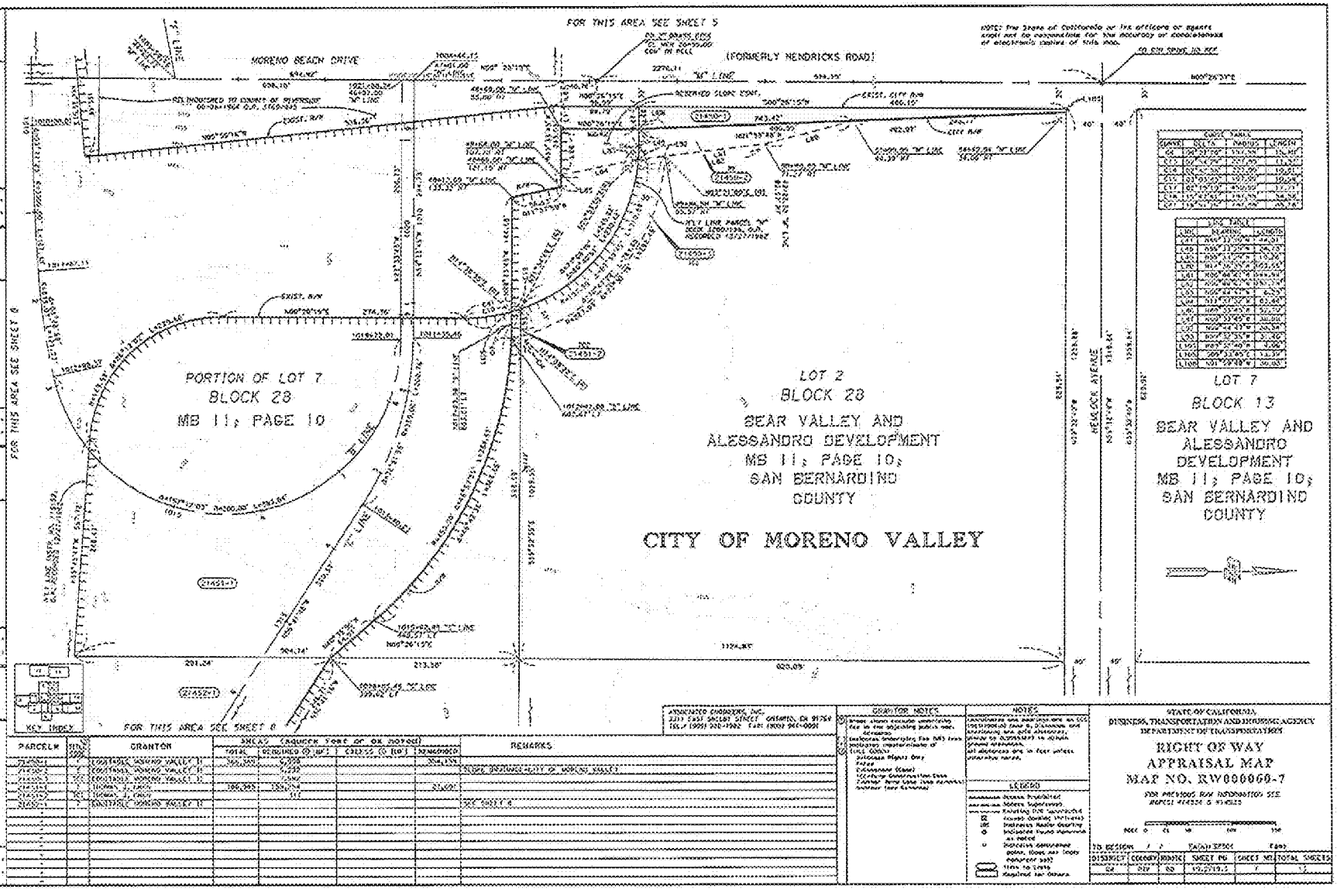

PARCEL #	GRANTOR	AREAS (ACQUIRE FEE OR OR INFORM) TOTAL	REQUIRED (R/W)	CONSTRUCTION (R/W)	MANAGEMENT	REMARKS
[illegible]	CONTINENTAL MORENO VALLEY II	[illegible]	[illegible]			
[illegible]	CONTINENTAL MORENO VALLEY II		[illegible]			
[illegible]	CONTINENTAL MORENO VALLEY II		[illegible]			
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	
[illegible]	CONTINENTAL MORENO VALLEY II					SEE SHEET 6

RW000060-7

RW000060-7

MV00174211

RESOLUTION N0. 2012-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF PROPERTY FOR PUBLIC STREET AND HIGHWAY PURPOSES INCLUDING RELATED IMPROVEMENTS AND FACILITIES; THAT THE ACQUISITION OF THE FEE AND THE EASEMENT IN THE HEREIN-DESCRIBED PROPERTY IS NECESSARY FOR THE STATE ROUTE 60/MORENO BEACH INTERCHANGE IMPROVEMENT PROJECT – PHASE 2; THAT THE PROJECT IS PLANNED IN A MANNER THAT IS MOST COMPATIBLE WITH THE GREATEST PUBLIC GOOD AND THE LEAST PRIVATE INJURY; AUTHORIZING PROCEEDINGS TO BE COMMENCED IN EMINENT DOMAIN; AND AUTHORIZING THE DEPOSIT OF NECESSARY FUNDS AND THE PAYMENT OF NECESSARY EXPENSES AND FEES FOR ACQUISITION OF SAID PROPERTY; AND AUTHORIZING COUNSEL TO OBTAIN AN ORDER FOR PREJUDGMENT POSSESSION OF THE SUBJECT PROPERTY [APN: 488-080-016]

Owner	Assessor Parcel Number/ Caltrans Parcel Number
Thomas J. Chen, Glendy Liu Chen, Theresa B. Chen	488-080-016 / 21451-1, 2

WHEREAS, notice and a reasonable opportunity to appear and be heard has been given to the persons who appear to be the owners of the hereinafter described property and whose name and address appears on the last equalized assessment roll in compliance with and as required by Code of Civil Procedure § 1245.235(a), relating to whether the public interest and necessity require the herein-described Project; whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; whether the property sought to be acquired is necessary for the Project; and whether the offer required by Government

Attachment "C"

Code § 7267.2 has been made to the owner or owners of record; and said hearing was held and conducted before the City Council on August 28, 2012, at the time and place indicated in the notice of hearing; and

WHEREAS, the City Council has considered all matters necessary to be considered and duly presented at said hearing; and

WHEREAS, at least two-thirds of all the members of the City Council do hereby vote to adopt this Resolution:

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY FIND, DETERMINE, RESOLVE, DECLARE AND ORDER as follows:

Section 1. Pursuant to the provisions of the California Constitution, including Article I Section 19 thereof, and as authorized by California Government Code, §§ 37350, 37350.5, 37351, 40401 and 40404 and pursuant to the applicable provisions of California Code of Civil Procedure, §§ 1230.010, et seq, and other applicable provisions of law, the City of Moreno Valley is authorized to acquire the fee and the temporary construction easement interests in the real property which are shown on the maps attached hereto and described more fully in the legal descriptions attached hereto as follows:

Ownership	**Assessor Parcel No./ Caltrans Parcel No.**	**Exhibits**	**Interests to be Taken**
Thomas J. Chen, Glendy Liu Chen, Theresa B. Chen, Owners	488-080-016 / 21451-1	A-1 and B-1	Fee

Ownership	Assessor Parcel No./ Caltrans Parcel No.	Exhibits	Interests to be Taken
Thomas J. Chen, Glendy Liu Chen, Theresa B. Chen, Owners	488-080-016 / 21451-2	A-2 and B-2	Temporary Construction Easement

As referenced in the table above, all legal descriptions of the property interests to be acquired have an A prefix and all maps have a B prefix. The fee interest is permanent. The temporary construction easement as described above will be in effect for a period of 18 months after the City gives notice to the owner. Generally all property interests to be acquired are sometimes referred to later in this Resolution as the "property". In relation to the hereinafter described Project the said Exhibits, as attached hereto and incorporated herein by this reference, describe the location and extent of the property, including the fee and the temporary construction easement interests therein, being taken.

Section 2. Acquisition of the hereinabove described property sought to be condemned herein or of one or more interest therein, is for a public use, to wit: State Route 60/Moreno Beach Interchange Improvement Project – Phase 2 and for the construction, reconstruction, operation, removal, replacement, widening, relocation, repair and maintenance of public street and highway and incidental improvements, uses and purposes, including bridges, drains, sewers and utilities, utility relocation and all improvements described in the construction plans, including any modifications thereof, and for uses and purposes consistent therewith and related thereto, and including, without limitation by this reference, the right to enter upon and for ingress and egress

upon, to and from said property, said proposed acquisition and use being herein referred to as the "Project".

Section 3. The interests in the property sought to be condemned herein constitute only a portion of a larger parcel of real property, as described herein, and the property to be condemned is situated in the City of Moreno Valley, County of Riverside, State of California.

Section 4. The City Council further hereby declares, finds, determines and resolves as follows:

(a) The public interest and necessity require the proposed Project;

(b) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

(c) The property, or the interests to be acquired therein, are necessary for the Project; and

(d) The offer required by Government Code § 7267.2 has been made to the owner or owners of record.

Section 5. In the event any of the property or the interests to be acquired therein is already appropriated to an existing and different public use, the City Council hereby finds and determines that the herein-described public use or uses are more necessary than said existing public use, and acquisition hereby is permitted under the provisions of Code of Civil Procedure §§ 1240.610, et seq.

Section 6. The City Attorney is authorized to make such minor changes in the legal descriptions of the property and also including the substitution of plat maps for the particular property interest or interests to be acquired for the right of way maps that serve as exhibits to this Resolution and in the pleadings to be filed which have been

authorized herein, as is deemed necessary, for the conduct of the condemnation action or other proceedings required to acquire the property.

Section 7. The City Council finds and determines that the purposes for which the above-described property is to be taken are public purposes and the uses therefore are authorized by law, and the taking of said property or property interests is necessary to such uses.

Section 8. The City Council hereby authorizes and directs the preparation and prosecution of proceedings in the name of the City of Moreno Valley in the Superior Court of the State of California, for the County of Riverside, or in any other court having jurisdiction thereof, as may be necessary for the acquisition of the property and property interests by condemnation in accordance with the provisions of the Constitution and laws of the State of California relating to eminent domain, to obtain applicable fee simple interest and easements in, over, under, across, along, through, and within the property, as described herein, and to obtain an order permitting the City, as plaintiff, to take possession of the property prior to judgment for use in construction and completion of the Project, and to obtain all other proper orders and judgments as may be necessary.

Section 9. The City Attorney and Singer and Coffin, APC, the law firm retained as counsel to represent the City in the proceedings, are hereby authorized and directed to prepare and prosecute in the name of the City such proceeding or proceedings as are necessary to accomplish such acquisition; and to prepare and file such pleadings, briefs and other documents, and to make such arguments and to take such actions as may be necessary in the opinion of said attorneys to acquire for said City possession including prejudgment possession and title and ownership of the

property and real property interests sought herein. Said attorneys are specifically authorized to take whatever steps and procedures are available to them under the eminent domain law of the State of California (Code of Civil Procedure, Title 7, Chapters 1-12, §§ 1230.010 and following) to complete such acquisition.

Section 10. The City is authorized and directed upon instruction from counsel for the City to make or cause to be made the deposit with the State Treasurer or in court out of proper funds of the City for the probable just compensation according to law, for jury fees, reporter's fees and other litigation costs and expenses.

APPROVED AND ADOPTED this 28th day of August, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00174217

EXHIBIT "A-1"

FEE

[See Attached]

EXHIBIT "A"

That portion of Lot 7, Block 28 of Map No. 1, Bear Valley and Alessandro Development Co. in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 11, Page 10 of Maps in the Office of the County Recorder of San Bernardino County, more particularly described as follows:

BEGINNING at a point on the east line of said Lot 7, distant along said east line South 00°26'13" West, a distance of 213.50 feet from the northeast corner thereof; thence continuing South 00°26'13" West, along said east line, a distance of 291.24 feet to the northerly line of that certain parcel of land described in Grant Deed to the State of California, recorded December 27, 1962 as Instrument No. 119152, Official Records of Riverside County; thence along said northerly line the following four courses:

North 85°45'47" West, a distance of 248.47 feet to the beginning of a curve, concave northeasterly, having a radius of 149.99 feet;

Northwesterly along the arc of said curve through a central angle of 86°12'02", a distance of 225.66 feet;

North 00°26'15" East, a distance of 274.76 feet to the beginning of a curve, concave southwesterly, having a radius of 197.99 feet;

Northwesterly along the arc of said curve, through a central angle of 15°47'41", a distance of 54.58 feet;

thence South 89°33'45" East, a distance of 13.39 feet to the beginning of a curve, concave southwesterly, having a radius of 450.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 48°57'55", a distance of 384.57 feet; thence South 40°35' 50" East, a distance of 64.91 feet to the **POINT OF BEGINNING.**

Containing 3.656 acres of land, more or less.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights, including access rights, appurtenant to grantor's remaining property, in and to said freeway.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik
Janeen Nedlik, L.S. 7563
Expires 12/31/11

Date May 27, 2010

LICENSED LAND SURVEYOR
JANEEN NEDLIK
EXP. 12-31-11
No. 7563
STATE OF CALIFORNIA

08-RIV-60-PM 19.25-21451 (21451-1)

L:\177725A-sr60-Moreno_Beach\PARCEL LEGALS\21451-CHEN\21451-1.doc

EXHIBIT "A-2"

TEMPORARY CONSTRUCTION EASEMENT

[See Attached]

EXHIBIT "A"

That portion of Lot 7, Block 28 of Map No. 1, Bear Valley and Alessandro Development Co. in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 11, Page 10 of Maps in the Office of the County Recorder of San Bernardino County, more particularly described as follows:

COMMENCING at the northeast corner of said Lot 7; thence North 89°32'35" West, along the north line of said Lot 7, a distance of 367.13 feet to the **POINT OF BEGINNING**, also being the beginning of a non-tangent curve, concave southwesterly, having a radius of 227.99 feet and having at said point a radial line which bears North 74°08'22" East; thence southeasterly along the arc of said curve, through a central angle of 02°42'56", a distance of 10.81 feet to the beginning of a non-tangent curve, concave southerly, having a radius of 450.00 feet and having at said point a radial line which bears North 02°41'34" East; thence westerly along the arc of said curve, through a central angle of 02°15'19", a distance of 17.71 feet; thence North 89°33'45" West, a distance of 13.39 feet to the beginning of a non-tangent curve, concave westerly, having a radius of 197.99 feet and having at said point a radial line which bears North 74°38'35" East; thence northerly along the arc of said curve, through a central angle of 03°03'45", a distance of 10.58 feet to said north line of Lot 7; thence South 89°32'35" East, along said north line, a distance of 31.46 feet to the **POINT OF BEGINNING**;

Containing 317 square feet of land, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik
Janeen Nedlik, L.S. 7563
Expires 12/31/11

Date May 27, 2010

LICENSED LAND SURVEYOR
JANEEN NEDLIK
EXP. 12-31-11
No. 7563
STATE OF CALIFORNIA

08-RIV-60-MP 19.08-21451 (21451-2)

EXHIBIT "B-1"

FEE

[See Attached]

RW000060-7

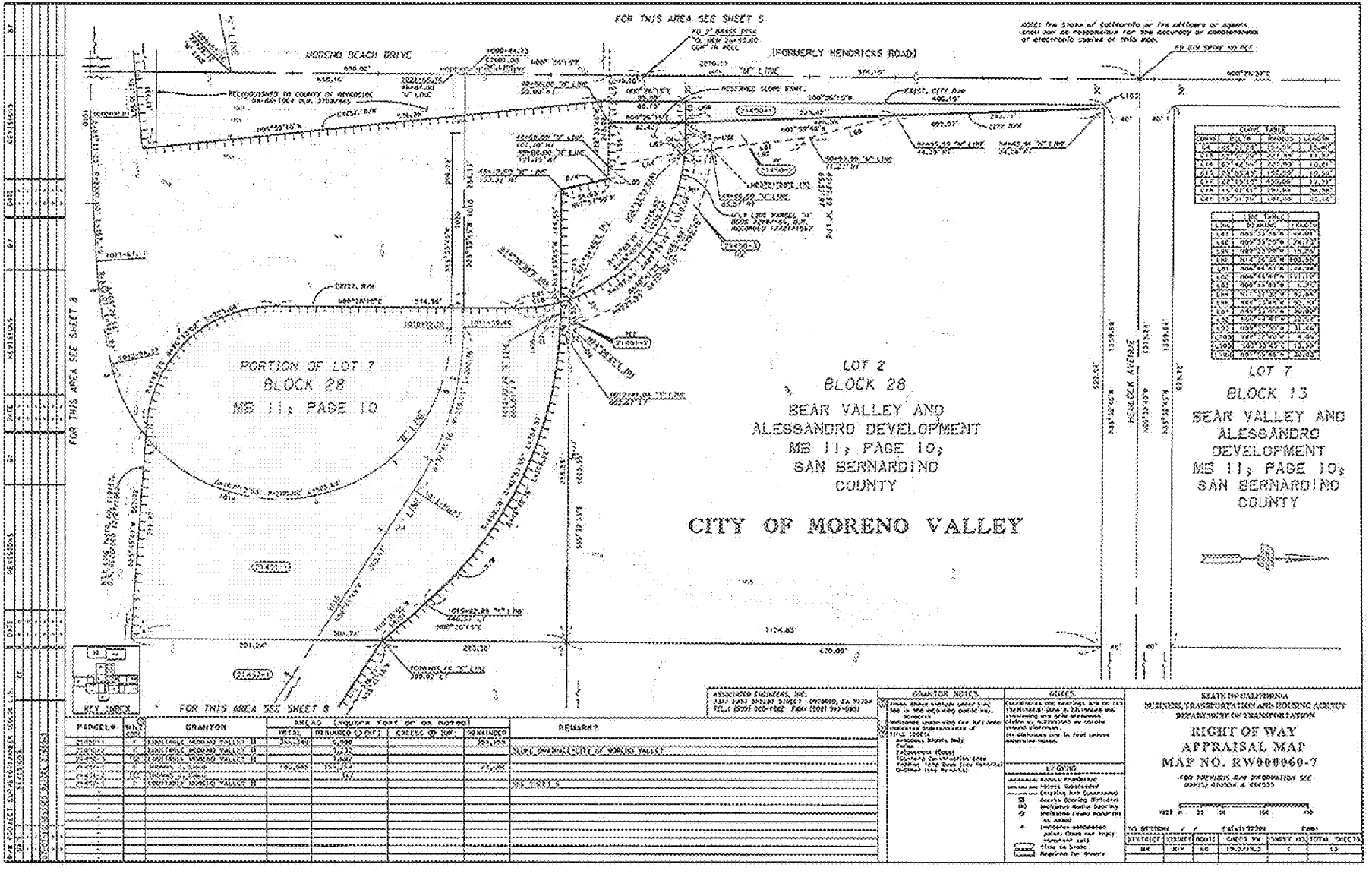

RW000060-7

EXHIBIT "B-2"

TEMPORARY CONSTRUCTION EASEMENT

[See Attached]

RW000060-7

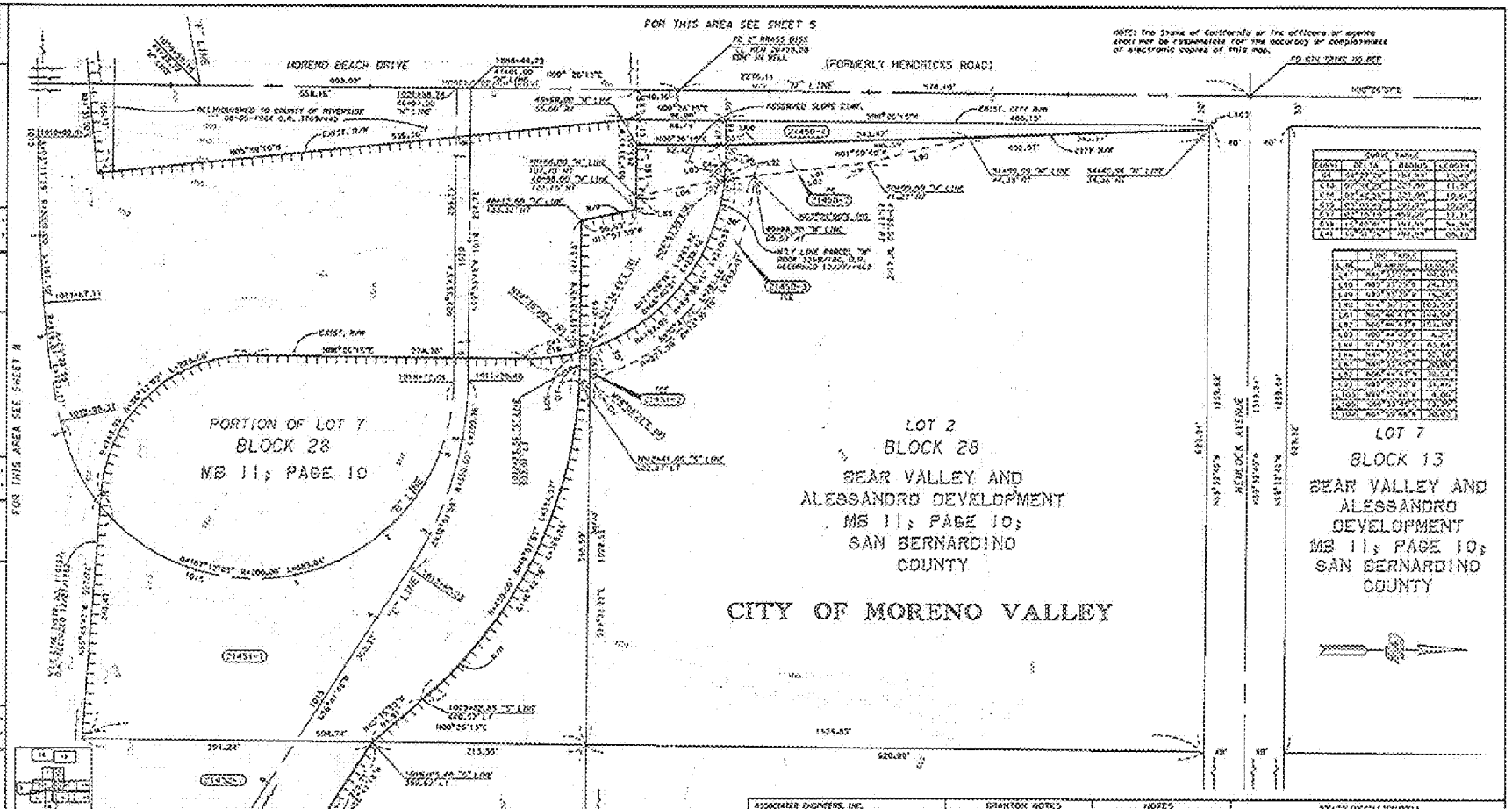

PARCEL		GRANTOR	AREAS (square feet or as noted) TOTAL	REQUIRED	EXCESS	REMAINDER	REMARKS

GRANTOR NOTES

NOTES

LEGEND

STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY
APPRAISAL MAP
MAP NO. RW000060-7

DISTRICT	COUNTY	ROUTE	SHEET NO.	TOTAL SHEETS
08	RIV	60		

RW000060-7

RW000060-7

MV00174225

RESOLUTION N0. 2012-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF PROPERTY FOR PUBLIC STREET AND HIGHWAY PURPOSES INCLUDING RELATED IMPROVEMENTS AND FACILITIES; THAT THE ACQUISITION OF THE FEE INTEREST IN THE HEREIN-DESCRIBED PROPERTY IS NECESSARY FOR THE STATE ROUTE 60/MORENO BEACH INTERCHANGE IMPROVEMENT PROJECT – PHASE 2; THAT THE PROJECT IS PLANNED IN A MANNER THAT IS MOST COMPATIBLE WITH THE GREATEST PUBLIC GOOD AND THE LEAST PRIVATE INJURY; AUTHORIZING PROCEEDINGS TO BE COMMENCED IN EMINENT DOMAIN; AND AUTHORIZING THE DEPOSIT OF NECESSARY FUNDS AND THE PAYMENT OF NECESSARY EXPENSES AND FEES FOR ACQUISITION OF SAID PROPERTY; AND AUTHORIZING COUNSEL TO OBTAIN AN ORDER FOR PREJUDGMENT POSSESSION OF THE SUBJECT PROPERTY [APN: 488-270-021]

Owner	Assessor Parcel Number/ Caltrans Parcel Number
Jocelyn Sarte McGinniss, Settlor and Trustee under the Jocelyn Sarte McGinniss Living Trust dated October 4, 2002	488-270-021 / 21457-1

WHEREAS, notice and a reasonable opportunity to appear and be heard has been given to the persons who appear to be the owners of the hereinafter described property and whose name and address appears on the last equalized assessment roll in compliance with and as required by Code of Civil Procedure § 1245.235(a), relating to whether the public interest and necessity require the herein-described Project; whether the Project is planned or located in the manner that will be most compatible with the

greatest public good and the least private injury; whether the property sought to be acquired is necessary for the Project; and whether the offer required by Government Code § 7267.2 has been made to the owner or owners of record; and said hearing was held and conducted before the City Council on August 28, 2012, at the time and place indicated in the notice of hearing; and

WHEREAS, the City Council has considered all matters necessary to be considered and duly presented at said hearing; and

WHEREAS, at least two-thirds of all the members of the City Council do hereby vote to adopt this Resolution:

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY FIND, DETERMINE, RESOLVE, DECLARE AND ORDER as follows:

Section 1. Pursuant to the provisions of the California Constitution, including Article I Section 19 thereof, and as authorized by California Government Code, §§ 37350, 37350.5, 37351, 40401 and 40404 and pursuant to the applicable provisions of California Code of Civil Procedure, §§ 1230.010, et seq, and other applicable provisions of law, the City of Moreno Valley is authorized to acquire the fee interest in the real property which is shown on the map attached hereto and described more fully in the legal description attached hereto as follows:

Ownership	**Assessor Parcel No./ Caltrans Parcel No.**	**Exhibits**	**Interests to be Taken**
Jocelyn Sarte McGinniss, Settlor and Trustee under the Jocelyn Sarte McGinniss Living Trust dated October 4, 2002	488-270-021 / 21457-1	A-1 and B-1	Fee

As referenced in the table above, the legal description of the property to be acquired has an A prefix and the map has a B prefix. The fee interest is permanent. Generally the property interest to be acquired is sometimes referred to later in this Resolution as the "property". In relation to the hereinafter described Project the said Exhibits, as attached hereto and incorporated herein by this reference, describe the location and extent of the property being taken.

Section 2. Acquisition of the hereinabove described property sought to be condemned herein is for a public use, to wit: State Route 60/Moreno Beach Interchange Improvement Project – Phase 2 and for the construction, reconstruction, operation, removal, replacement, widening, relocation, repair and maintenance of public street and highway and incidental improvements, uses and purposes, including bridges, drains, sewers and utilities, utility relocation and all improvements described in the construction plans, including any modifications thereof, and for uses and purposes consistent therewith and related thereto, and including, without limitation by this reference, the right to enter upon and for ingress and egress upon, to and from said property, said proposed acquisition and use being herein referred to as the "Project".

Section 3. The fee interest in the property sought to be condemned herein, which constitutes only a portion of the larger parcel of real property, is described herein, and the property to be condemned is situated in the City of Moreno Valley, County of Riverside, State of California.

Section 4. The City Council further hereby declares, finds, determines and resolves as follows:

(a) The public interest and necessity require the proposed Project;

(b) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

(c) The property to be acquired therein, is necessary for the Project; and

(d) The offer required by Government Code § 7267.2 has been made to the owner or owners of record.

Section 5. In the event any of the property to be acquired therein is already appropriated to an existing and different public use, the City Council hereby finds and determines that the herein-described public use or uses are more necessary than said existing public use, and acquisition hereby is permitted under the provisions of Code of Civil Procedure §§ 1240.610, et seq.

Section 6. The City Attorney is authorized to make such minor changes in the legal descriptions of the property and also including the substitution of plat maps for the particular property interest or interests to be acquired for the right of way maps that serve as exhibits to this Resolution and in the pleadings to be filed which have been authorized herein, as is deemed necessary, for the conduct of the condemnation action or other proceedings required to acquire the property.

Section 7. The City Council finds and determines that the purposes for which the above-described property is to be taken are public purposes and the uses therefore are authorized by law, and the taking of said property is necessary to such uses.

Section 8. The City Council hereby authorizes and directs the preparation and prosecution of proceedings in the name of the City of Moreno Valley in the Superior Court of the State of California, for the County of Riverside, or in any other court having jurisdiction thereof, as may be necessary for the acquisition of the property

by condemnation in accordance with the provisions of the Constitution and laws of the State of California relating to eminent domain, to obtain applicable fee simple interest in the property, as described herein, and to obtain an order permitting the City, as plaintiff, to take possession of the property prior to judgment for use in construction and completion of the Project, and to obtain all other proper orders and judgments as may be necessary.

Section 9. The City Attorney and Singer and Coffin, APC, the law firm retained as counsel to represent the City in the proceedings, are hereby authorized and directed to prepare and prosecute in the name of the City such proceeding or proceedings as are necessary to accomplish such acquisition; and to prepare and file such pleadings, briefs and other documents, and to make such arguments and to take such actions as may be necessary in the opinion of said attorneys to acquire for said City possession including prejudgment possession and title and ownership of the property and real property interests sought herein. Said attorneys are specifically authorized to take whatever steps and procedures are available to them under the eminent domain law of the State of California (Code of Civil Procedure, Title 7, Chapters 1-12, §§ 1230.010 and following) to complete such acquisition.

Section 10. The City is authorized and directed upon instruction from counsel for the City to make or cause to be made the deposit with the State Treasurer or in court out of proper funds of the City for the probable just compensation according to law, for jury fees, reporter's fees and other litigation costs and expenses.

APPROVED AND ADOPTED this 28th day of August, 2012.

_____

Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

EXHIBIT "A-1"

FEE

[See Attached]

EXHIBIT "A"

That portion of the East Half of Lot 5, Block 29 of Map No. 1, Bear Valley and Alessandro Development Co. in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 11, Page 10 of Maps in the Office of the County Recorder of San Bernardino County, more particularly described as follows:

BEGINNING at the southeast corner of Parcel 4 of Parcel Map No. 18061 in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 107, Page 73 and 74 of Parcel Maps in the Office of the County Recorder of Riverside County, also being a point on the west line of the East Half of said Lot 5; thence North 00°26'09" East, along said west line, a distance of 23.71 feet; thence South 83°25'24" East, a distance of 128.28 feet; thence South 89°33'28" East, a distance of 187.67 feet to the east line of said East Half of Lot 5, also being the west line of Tract 19444, Filed in Book 165, Pages 4 through 5, inclusive of Maps in the Office of the County Recorder of Riverside County; thence South 00°26'01" West, along said east line, a distance of 10.00 feet to the southerly line of that certain parcel of land described in Director's Deed recorded April 28, 1964 as Instrument No. 52475, Official Records of Riverside County; thence North 89°33'28" West, along said southerly line, a distance of 315.21 feet to the **POINT OF BEGINNING**.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights, including access rights, appurtenant to grantor's remaining property, in and to said freeway.

Containing 4,026 square feet of land, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik
Janeen Nedlik, L.S. 7563
Expires 12/31/11

Date June 2, 2010

LICENSED LAND SURVEYOR
JANEEN NEDLIK
EXP. 12-31-11
No. 7563
STATE OF CALIFORNIA

08-RIV-60-PM 19.08-21457 (21457-1)

L:\177725A-sr60-Moreno_Beach\PARCEL LEGALS\21457-McGinness\21457-1.doc

EXHIBIT "B-1"

FEE

[See Attached]

RW000060-10

LOT 1
BLOCK 28

PORTION OF LOT 8
BEAR VALLEY AND
ALESSANDRO DEVELOPMENT
MB 11, PAGE 10,
SAN BERNARDINO, COUNTY

TRACT NO. 19444 MB 165/4-5
LOT 1 LOT 2 LOT 3 LOT 4 LOT 5

PARCEL MAP
NO. 18061
PMB 107/73-74

PARCEL 1
PARCEL 2
PARCEL 3
PARCEL 4

PORTION OF LOT 5
BLOCK 29
BEAR VALLEY AND
ALESSANDRO DEVELOPMENT
MB 11, PAGE 10,
SAN BERNARDINO
COUNTY

TRACT NO. 19444
MB 165/4-5

LOT 26
CITY OF MORENO VALLEY
LOT 27 LOT 28 LOT 29 LOT 30

CALLE IBARRA

"C" LINE
"S" LINE
C/L IMP 57-60
(C/L GREVILLEA AVE)
C/L 50-60 PER CT R/W
MAP NO'S 414533 & 414534
CENTER LINE SECTION 5

FOR THIS AREA SEE SHEET 8

FOR THIS AREA SEE SHEET 11

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this map.

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	130°01'41"	150.00'	340.32'
C2	34°21'00"	150.00'	89.92'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°33'20"E	20.00'
L2	N89°33'20"E	20.00'
L3	N89°33'20"E	20.00'
L4	N89°33'20"E	20.00'
L5	S00°26'39"E	50.00'
L6	S00°26'39"E	50.00'
L7	S00°26'39"E	50.00'
L8	S00°26'39"E	50.00'
L9	S00°26'39"E	50.00'

FACTUAL SUMMARY TO SUPPORT
FINDINGS REQUIRED IN THE RESOLUTION NOS. 2012-63,
2012-64, 2012-65 and 2012-66

a) Notice and reasonable opportunity to appear and be heard has been given to the property owners whose names and addresses are in the last equalized assessment roll or who are known to the City as having an interest in the property affected by the proposed Resolutions of Necessity by the mailing on the Notice of Intent to Adopt Resolution of Necessity to Acquire Certain Real Property or Interest in Property by Eminent Domain on June 18, 2012, in conformance with and as required by statute. No such property owner or owner's representative has submitted a written request to appear and be heard at the designated Hearing to the City Clerk, to the retained acquisition agent or to outside counsel retained to process the eminent domain court cases. The opportunity for these owners to appear and be heard has been waived.

b) The public interest and necessity require this Project:

The SR-60/Moreno Beach Interchange and the adjoining streets have experienced rapid and heavy increases in traffic volume. Future growth of the region and development within the area will further add traffic volume to both SR-60 and the Moreno Beach Interchange. The existing right-of-way for the SR-60 Moreno Beach Interchange and for Moreno Beach Drive in the area of the Project is inadequate and insufficient to allow the full interchange and street improvements as designed. The lack of right-of-way prevents accommodation of a future bridge widening for the Moreno Beach Drive bridge that is necessary to accommodate future increases in anticipate traffic volumes.

It is also necessary to complete the interchange improvements and to improve Moreno Beach Drive to comply with the City's General Plan and Circulation Element and to provide for more efficient and safe vehicular travel.

The proposed acquisition of fee and easement interests will provide sufficient right-of-way to allow the improvement of the SR-60/Moreno Beach Interchange, to improve Moreno Beach Drive and to accommodate the future widening of the Moreno Beach Drive Bridge at the Interchange. Without the acquisition of the fee and the various easement interests the Project cannot be completed as planned and the goals and policies of the General Plan cannot be implemented.

The overall purpose of the SR-60/Moreno Beach Interchange Project is to improve the SR-60/Moreno Beach Interchange ramps through reconstruction and realignment, while providing a design that accommodates future bridge improvements. The SR-60/Moreno Beach Interchange Project will be constructed in phases and when completed will include the construction of Eastbound on/off ramps, Westbound on/off ramps and road improvements on Moreno Beach Drive that will include the replacement of the existing 2-

lane bridge with a 6-lane bridge crossing SR-60. The Project will also include construction of approximately 1,800 feet of storm drain improvements along Ironwood Avenue in the vicinity of Moreno Beach Drive, utility relocation, related drainage and shoulder improvements.

The implementation of this Project will implement the City's General Plan and the City Council's goals to create proper and free flowing streets and highways to further implement the Circulation Element of the General Plan.

It is further necessary to adopt the Resolution of Necessity to permit the City to file an eminent domain proceeding to enable the funding requirements for the Project to be met, to enable the Project to proceed as planned, and if needed to deposit the amount of probable compensation and obtain necessary orders for possession prior to judgment to allow possession of the property necessary for the Project to be obtained in a timely manner to meet the time schedule for construction of the improvements to the SR-60/Moreno Beach Interchange, Phase 2.

c) The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury:

The design of the improvements for SR-60/Moreno Beach Interchange Project in the area contemplated has been carefully considered to minimize the impact of the Project on adjacent privately owned property while addressing the need for proper traffic flow, circulation and safety and to accommodate future bridge improvements for the Moreno Beach Drive Bridge. The improvements contemplated by the Project to complete the work of the Project require the acquisition of the fee and the easement interests for the installation, operation and maintenance of the proposed interchange improvements, street improvements and for the future bridge improvements to the Moreno Beach Drive Bridge. The fee and easement interest acquisitions are designed to require the take of only the amount of property and property interests necessary for approvals of the design of the Project to accomplish and permit the construction of the Project. The Project was planned and located in such a manner that the property and property interests to be taken in the actions are vacant and no residents, businesses or agricultural uses will be displaced by the Project - thereby minimizing private injury.

d) The fee and easement interests are necessary to the Project:

The existing right-of-way for the SR-60/Moreno Beach Interchange is not large enough to allow for the construction of the proposed interchange improvements, street and highway and other planned public improvements and to accommodate the future Moreno Beach Drive Bridge improvements. The additional right-of-way is necessary to allow for the construction, operation and maintenance of the proposed interchange and street and highway and other planned public improvements. The Project will improve traffic safety and circulation in the area.

e) All required offers have been made to the property owner or owners of the property to be condemned who were identified in litigation guarantees provided to the City by a title company and whose names and addresses were on the last equalized assessment roll in conformance with and in the manner required by § 7267.2 of the Government Code and the written offers were mailed to the owner or owners on May 15, 2012.

CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

a) Report by Mayor Richard A. Stewart on March Joint Powers Commission (MJPC)

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RS
CITY MANAGER	mst

Report to City Council

TO: Mayor and City Council and the City Council Acting in its Capacity as the President and Members of the Board of Directors of the Moreno Valley Community Services District ("CSD")

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: August 28, 2012

TITLE: PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 485-081-034 BALLOTING FOR NPDES

PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 485-081-034 BALLOTING FOR CSD ZONE M

RECOMMENDED ACTION

1. Staff recommends that the Mayor and City Council accept public comments regarding the mail ballot proceeding for Assessor Parcel Number (APN) 485-081-034 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.

2. Staff recommends that the City Council, acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board") accept public comments regarding the mail ballot proceeding for APN 485-081-034 for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

To comply with the 1972 Federal Clean Water Act, Land Development, a division of the Community and Economic Development Department, conditions new development projects to participate in the appropriate NPDES regulatory rate to fund federally

mandated programs. The City Council adopted the residential regulatory rate on June 10, 2003, and the commercial/industrial regulatory rate on January 10, 2006.

The CSD was formed simultaneously with City incorporation in 1984. The designation of zones within the CSD was established to allocate the costs of special services to those parcels receiving the benefit. The City's Arterial Median Maintenance Policy, adopted by the CSD February 2003 and subsequently amended January 2006, requires that certain commercial, industrial, and multifamily developments be conditioned to fund the maintenance of arterial medians.

The Conditions of Approval for APN 485-081-034 require that a funding source be provided to help support the NPDES and the CSD Zone M programs. Approving the NPDES maximum commercial/industrial regulatory rate and the CSD Zone M annual charge through a mail ballot proceeding shall fulfill these requirements.

DISCUSSION

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, a mail ballot proceeding is being conducted to give the property owner of APN 485-081-034 ("Property Owner") the option to approve or oppose the NPDES maximum commercial/industrial regulatory rate and the annual charge for the CSD Zone M program. The Property Owner is given two opportunities to address the legislative body. These two opportunities are the Public Meeting on August 28, 2012 and the Public Hearing on September 11, 2012, when the results of the ballot proceeding will be announced.

New development projects are subject to the current NPDES Permit requirements for stormwater management as mandated by the Federal Clean Water Act. Public agencies are to obtain Permits to discharge urban stormwater runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels. If approved by the Property Owner, the City will annually inspect site design, source and treatment control Best Management Practices, monitor maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State. Provided the mail ballot is approved, the City will also be authorized to levy the NPDES maximum commercial/industrial regulatory rate on the annual property tax bill or as a monthly charge on a utility bill.

Special Districts, a division of the Public Works Department, manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. Landscape maintenance includes, but is not limited to mowing, trimming, pruning, fertilizing, replacing plant material(s) as necessary, litter removal, weed control, maintenance of the irrigation system, payment of water and electric utility charges, staff support, and other items necessary for the satisfactory

maintenance of the landscaped medians. Approved CSD Zone M annual charges are levied on the property tax bill.

The CSD Zone M annual charge was estimated based on the parcel's front linear footage to the existing Perris Blvd. median. Upon approval of the charge, APN 485-081-034 will be subject to the annual charge. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

ALTERNATIVES

1. **Accept public comments** regarding the mail ballot proceeding for APN 485-081-034 for approval of the NPDES maximum commercial/industrial regulatory rate and for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance). *By accepting public comment, the City complies with Proposition 218 state statutes for providing public comment.*

2. **Do not accept public comments** regarding the mail ballot proceeding for APN 485-081-034 for approval of the NPDES maximum commercial/industrial regulatory rate and for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance). *This alternative would be contrary to state statutes and would require the noticing period for the mail ballot proceeding to begin again.*

FISCAL IMPACT

For fiscal year (FY) 2012/13, the NPDES annual regulatory rate and estimated CSD Zone M charge is as follows:

Project	NPDES Maximum Commercial/Industrial Rate	CSD Zone M Annual Charge
APN 485-081-034 (and any division thereof)	$218	$850.68

Beginning in FY 2013/14, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

The NPDES rates collected from property owners support the current Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. **Funds collected from the NPDES rates are restricted for use only within the Stormwater Management program.**

The CSD Zone M annual charge, paid by the adjacent new developments, provides funding for the maintenance of improved medians within the CSD. The property owner of APN 485-081-034 is being balloted to provide a funding source for the maintenance costs of an existing median. The CSD Zone M charge will offset a portion of the funds collected from the contributing parcels adjacent to this median. **Collection of the CSD Zone M annual charges are restricted for use for the maintenance and administration of the improved medians within the CSD Zone M program.**

CITY COUNCIL GOALS

Advocacy
Management of the stormwater will ensure that water pollutants are discharged in compliance with federal mandates and City policies.

Community Image, Neighborhood Pride, and Cleanliness
The Zone M program allows the CSD an opportunity to maintain the appearance of developed areas within the City.

Revenue Diversification and Preservation
The CSD Zone M annual charge and the NPDES maximum commercial/industrial regulatory rate provide funding for program costs, which include maintenance and administration.

SUMMARY

The action before the City Council/CSD Board is to accept public comments regarding the mail ballot proceeding for APN 485-081-034.

NOTIFICATION

The Property Owner was given the required 45-day noticing period to review the ballot documents. The documents included a notice to the property owner, map of the project area, the NPDES commercial/industrial rate schedule, NPDES and Zone M ballots, instructions for marking and returning the ballots, and two postage-paid envelopes for returning the ballots to the City Clerk. (See Attachment 1.)

Newspaper advertising for the August 28, 2012, Public Meeting and September 11, 2012, Public Hearing was published in The Press-Enterprise on August 9, 2012. Additionally, the Public Hearing notification was published on August 23 and will be published again on August 30, 2012.

ATTACHMENTS

Attachment 1: Mail Ballot Packet for APN 485-081-034

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Ahmad R. Ansari, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Concurred by:
Mark Sambito,
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Professors Fund IV
Attention: Bob Emri
990 Highland Dr., Suite 204
Solana Beach, CA 92075

July 5, 2012

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APN 485-081-034

******* OFFICIAL BALLOTS ENCLOSED *******

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of Assessor Parcel Number (APN) 485-081-034 the opportunity to express support or opposition for the approval of the NPDES regulatory rate and services and for inclusion into and approval of the annual charge for the CSD Zone M program.

Background

NPDES Maximum Commercial/Industrial Regulatory Rate

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

The CSD was formed simultaneously with City incorporation and established Zones to allocate the costs of special benefit services to those parcels designated to receive selective programs. The CSD Zone M program provides ongoing maintenance to improved medians adjacent to commercial, industrial, and multifamily developments in designated areas of the City. Commercial, industrial, and multifamily developments along designated arterial streets are conditioned to participate in the improved median maintenance program in compliance with the Citywide Arterial Median Maintenance Policy approved by the CSD Board in March 2003 and revised in January 2006.

ATTACHMENT 1

Services Provided

NPDES Maximum Commercial/Industrial Regulatory Rate
In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge
Special Districts' staff manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. The CSD Zone M annual charge was established to cover administration and service costs for the landscape maintenance. Services include, but are not limited to: trimming, pruning, fertilizing, replacing plant material(s) as necessary, litter removal, weed control, maintenance of the irrigation system, payment of water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

How is the Amount of the Charge Determined?

NPDES Maximum Commercial/Industrial Regulatory Rate
Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owner.

CSD Zone M Charge
The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 485-081-034 is subdivided in the future. The charge levied shall not exceed the charge previously approved by the property owner.

Proposed Charge

NPDES Maximum Commercial/Industrial Regulatory Rate
For FY 2012/13, the NPDES maximum commercial/industrial regulatory rate is $218 per parcel. The total amount of the NPDES rates levied for FY 2011/12 for the program as a whole was $396,356.

CSD Zone M Charge
The CSD Zone M annual charge for FY 2012/13 for the existing Perris Blvd. median is $850.68. The total amount of the CSD Zone M charges levied for FY 2011/12 for the program as a whole was $156,303.84.

Annual Adjustment

NPDES Maximum Commercial/Industrial Regulatory Rate
Beginning in FY 2013/14, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

CSD Zone M Charge
Beginning in FY 2013/14, the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 485-081-034 (and any division thereof) and shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. Upon approval, the CSD Zone M charge shall be placed on the Riverside County property tax bill. The NPDES Maximum Commercial/Industrial regulatory rate and the CSD Zone M charge will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City/CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Meeting	**Public Hearing**
Tuesday, August 28, 2012 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, September 11, 2012 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk/Secretary of the CSD Board of Directors in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges are Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate will be confirmed if the ballot is marked in favor of the NPDES rate. Inclusion into the CSD Zone M program and approval of the annual charge will be confirmed if the ballot is marked in favor of the annual charge.

Effect if Inclusion into and Approval of the Charges are Not Approved

NPDES Maximum Commercial/Industrial Regulatory Rate

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements shall result in noncompliance with the Conditions of Approval. If the returned valid ballot is marked opposing the NPDES rate, then the rate will not be levied on the property tax bill.

CSD Zone M Charge

If the returned valid ballot is marked opposing the CSD Zone M annual charge, then the annual charge will not be levied on the property tax bill and noncompliance of the Conditions of Approval shall result.

For More Information

If you have any questions about the proposed programs, the annual charges, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Completing Your Ballot

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and

return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the two enclosed ballots in support of or opposition to the proposed programs and annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, September 11, 2012**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property**. **Initials must be clearly printed and placed at the right top corner of the revised selection**.

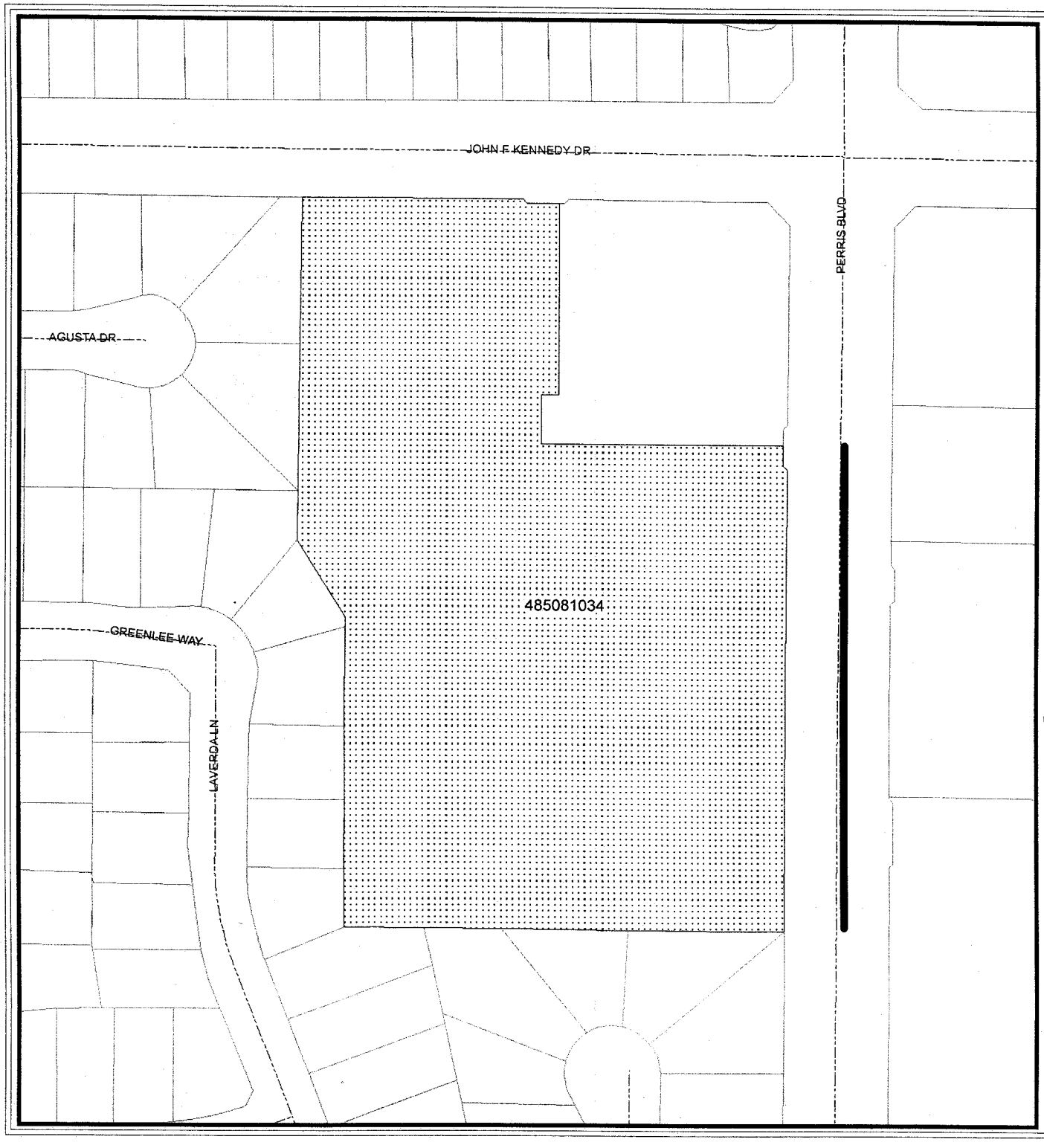

Tentative Parcel Map 36449

Median

Landscaped Areas

APN

485081034

Roads

Parcels

City Boundary

Map reflects all changes indicated on Riverside County Assessor Maps as of July 2, 2012.

N

0 87 174 261 348 Feet

G:\AVP\SDA\Family Dollar PA11-0041.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY

WHERE DREAMS SOAR

MV00174249

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
NPDES Administration			**Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance**		
(Not covered by CSA 152) Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.		
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics					
PROPOSED PARCEL RATE	**Per Month** **$2.67**	**Per Year** **$32.00**	**PROPOSED PARCEL RATE**	**Per Month** **$12.58**	**Per Year** **$151.00**

Inflation Factor Adjustments

FY 2006/2007 - 4.5% = ($33.00 & $158.00)
FY 2007/2008 - 3.1% = ($34.00 & $163.00)
FY 2008/2009 - 4.2% = ($35.00 & $170.00)
FY 2009/2010 - no change = ($35.00 & $170.00)
FY 2010/2011 - no change = ($35.00 & $170.00)
FY 2011/2012 - 3.8% = ($36.00 & $176.00)
FY 2012/2013 - 2.7% = ($37.00 & $181.00)

MV00174250

OFFICIAL MAIL BALLOT for
Assessor Parcel Number (APN) 485-081-034

National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate

YES* — as property owner of APN 485-081-034, **I approve** the NPDES maximum commercial/industrial regulatory rate and services. For fiscal year (FY) 2012/13, the NPDES maximum commercial/industrial regulatory rate is $218 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2013/14, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APN 485-081-034, **I do not approve** the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
485-081-034 (and any division thereof)	☐	☐	$218

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on September 11, 2012, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

OFFICIAL MAIL BALLOT for
Assessor Parcel Number (APN) 485-081-034

Moreno Valley Community Services District (CSD) Zone M
(Commercial, Industrial, and Multifamily Improved Median Maintenance)

YES* — as the property owner of APN 485-081-034, **I approve** the fiscal year (FY) 2012/13 CSD Zone M charge of $850.68 for the existing Perris Blvd. median. Beginning FY 2013/14, the annual CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. Upon approval, the CSD Zone M charge shall be placed on the Riverside County property tax bill. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

NO** — as the property owner of APN 485-081-034, **I do not approve** the CSD Zone M annual parcel charge. I understand that not incorporating said APN into the CSD Zone M program shall result in noncompliance with the project's Conditions of Approval. The CSD Zone M charge shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge
485-081-034 (and any division thereof)	☐	☐	$850.68

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on September 11, 2012, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and the City Council Acting in its Capacity as the President and Members of the Board of Directors of the Moreno Valley Community Services District ("CSD")

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: August 28, 2012

TITLE: PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 485-081-034 BALLOTING FOR NPDES

PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 485-081-034 BALLOTING FOR CSD ZONE M

RECOMMENDED ACTION

1. Staff recommends that the Mayor and City Council accept public comments regarding the mail ballot proceeding for Assessor Parcel Number (APN) 485-081-034 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.

2. Staff recommends that the City Council, acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board") accept public comments regarding the mail ballot proceeding for APN 485-081-034 for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

To comply with the 1972 Federal Clean Water Act, Land Development, a division of the Community and Economic Development Department, conditions new development projects to participate in the appropriate NPDES regulatory rate to fund federally

mandated programs. The City Council adopted the residential regulatory rate on June 10, 2003, and the commercial/industrial regulatory rate on January 10, 2006.

The CSD was formed simultaneously with City incorporation in 1984. The designation of zones within the CSD was established to allocate the costs of special services to those parcels receiving the benefit. The City's Arterial Median Maintenance Policy, adopted by the CSD February 2003 and subsequently amended January 2006, requires that certain commercial, industrial, and multifamily developments be conditioned to fund the maintenance of arterial medians.

The Conditions of Approval for APN 485-081-034 require that a funding source be provided to help support the NPDES and the CSD Zone M programs. Approving the NPDES maximum commercial/industrial regulatory rate and the CSD Zone M annual charge through a mail ballot proceeding shall fulfill these requirements.

DISCUSSION

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, a mail ballot proceeding is being conducted to give the property owner of APN 485-081-034 ("Property Owner") the option to approve or oppose the NPDES maximum commercial/industrial regulatory rate and the annual charge for the CSD Zone M program. The Property Owner is given two opportunities to address the legislative body. These two opportunities are the Public Meeting on August 28, 2012 and the Public Hearing on September 11, 2012, when the results of the ballot proceeding will be announced.

New development projects are subject to the current NPDES Permit requirements for stormwater management as mandated by the Federal Clean Water Act. Public agencies are to obtain Permits to discharge urban stormwater runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels. If approved by the Property Owner, the City will annually inspect site design, source and treatment control Best Management Practices, monitor maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State. Provided the mail ballot is approved, the City will also be authorized to levy the NPDES maximum commercial/industrial regulatory rate on the annual property tax bill or as a monthly charge on a utility bill.

Special Districts, a division of the Public Works Department, manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. Landscape maintenance includes, but is not limited to mowing, trimming, pruning, fertilizing, replacing plant material(s) as necessary, litter removal, weed control, maintenance of the irrigation system, payment of water and electric utility charges, staff support, and other items necessary for the satisfactory

maintenance of the landscaped medians. Approved CSD Zone M annual charges are levied on the property tax bill.

The CSD Zone M annual charge was estimated based on the parcel's front linear footage to the existing Perris Blvd. median. Upon approval of the charge, APN 485-081-034 will be subject to the annual charge. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

ALTERNATIVES

1. **Accept public comments** regarding the mail ballot proceeding for APN 485-081-034 for approval of the NPDES maximum commercial/industrial regulatory rate and for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance). *By accepting public comment, the City complies with Proposition 218 state statutes for providing public comment.*

2. **Do not accept public comments** regarding the mail ballot proceeding for APN 485-081-034 for approval of the NPDES maximum commercial/industrial regulatory rate and for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance). *This alternative would be contrary to state statutes and would require the noticing period for the mail ballot proceeding to begin again.*

FISCAL IMPACT

For fiscal year (FY) 2012/13, the NPDES annual regulatory rate and estimated CSD Zone M charge is as follows:

Project	NPDES Maximum Commercial/Industrial Rate	CSD Zone M Annual Charge
APN 485-081-034 (and any division thereof)	$218	$850.68

Beginning in FY 2013/14, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

The NPDES rates collected from property owners support the current Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. **Funds collected from the NPDES rates are restricted for use only within the Stormwater Management program.**

The CSD Zone M annual charge, paid by the adjacent new developments, provides funding for the maintenance of improved medians within the CSD. The property owner of APN 485-081-034 is being balloted to provide a funding source for the maintenance costs of an existing median. The CSD Zone M charge will offset a portion of the funds collected from the contributing parcels adjacent to this median. **Collection of the CSD Zone M annual charges are restricted for use for the maintenance and administration of the improved medians within the CSD Zone M program.**

CITY COUNCIL GOALS

Advocacy
Management of the stormwater will ensure that water pollutants are discharged in compliance with federal mandates and City policies.

Community Image, Neighborhood Pride, and Cleanliness
The Zone M program allows the CSD an opportunity to maintain the appearance of developed areas within the City.

Revenue Diversification and Preservation
The CSD Zone M annual charge and the NPDES maximum commercial/industrial regulatory rate provide funding for program costs, which include maintenance and administration.

SUMMARY

The action before the City Council/CSD Board is to accept public comments regarding the mail ballot proceeding for APN 485-081-034.

NOTIFICATION

The Property Owner was given the required 45-day noticing period to review the ballot documents. The documents included a notice to the property owner, map of the project area, the NPDES commercial/industrial rate schedule, NPDES and Zone M ballots, instructions for marking and returning the ballots, and two postage-paid envelopes for returning the ballots to the City Clerk. (See Attachment 1.)

Newspaper advertising for the August 28, 2012, Public Meeting and September 11, 2012, Public Hearing was published in The Press-Enterprise on August 9, 2012. Additionally, the Public Hearing notification was published on August 23 and will be published again on August 30, 2012.

ATTACHMENTS

Attachment 1: Mail Ballot Packet for APN 485-081-034

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Ahmad R. Ansari, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Concurred by:
Mark Sambito,
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Professors Fund IV
Attention: Bob Emri
990 Highland Dr., Suite 204
Solana Beach, CA 92075

July 5, 2012

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APN 485-081-034

******* OFFICIAL BALLOTS ENCLOSED *******

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of Assessor Parcel Number (APN) 485-081-034 the opportunity to express support or opposition for the approval of the NPDES regulatory rate and services and for inclusion into and approval of the annual charge for the CSD Zone M program.

Background

NPDES Maximum Commercial/Industrial Regulatory Rate

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

The CSD was formed simultaneously with City incorporation and established Zones to allocate the costs of special benefit services to those parcels designated to receive selective programs. The CSD Zone M program provides ongoing maintenance to improved medians adjacent to commercial, industrial, and multifamily developments in designated areas of the City. Commercial, industrial, and multifamily developments along designated arterial streets are conditioned to participate in the improved median maintenance program in compliance with the Citywide Arterial Median Maintenance Policy approved by the CSD Board in March 2003 and revised in January 2006.

ATTACHMENT 1

Services Provided

NPDES Maximum Commercial/Industrial Regulatory Rate
In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge
Special Districts' staff manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. The CSD Zone M annual charge was established to cover administration and service costs for the landscape maintenance. Services include, but are not limited to: trimming, pruning, fertilizing, replacing plant material(s) as necessary, litter removal, weed control, maintenance of the irrigation system, payment of water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

How is the Amount of the Charge Determined?

NPDES Maximum Commercial/Industrial Regulatory Rate
Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owner.

CSD Zone M Charge
The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 485-081-034 is subdivided in the future. The charge levied shall not exceed the charge previously approved by the property owner.

Proposed Charge

NPDES Maximum Commercial/Industrial Regulatory Rate
For FY 2012/13, the NPDES maximum commercial/industrial regulatory rate is $218 per parcel. The total amount of the NPDES rates levied for FY 2011/12 for the program as a whole was $396,356.

CSD Zone M Charge
The CSD Zone M annual charge for FY 2012/13 for the existing Perris Blvd. median is $850.68. The total amount of the CSD Zone M charges levied for FY 2011/12 for the program as a whole was $156,303.84.

Annual Adjustment

NPDES Maximum Commercial/Industrial Regulatory Rate
Beginning in FY 2013/14, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

CSD Zone M Charge
Beginning in FY 2013/14, the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 485-081-034 (and any division thereof) and shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. Upon approval, the CSD Zone M charge shall be placed on the Riverside County property tax bill. The NPDES Maximum Commercial/Industrial regulatory rate and the CSD Zone M charge will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City/CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Meeting	Public Hearing
Tuesday, August 28, 2012 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, September 11, 2012 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk/Secretary of the CSD Board of Directors in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges are Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate will be confirmed if the ballot is marked in favor of the NPDES rate. Inclusion into the CSD Zone M program and approval of the annual charge will be confirmed if the ballot is marked in favor of the annual charge.

Effect if Inclusion into and Approval of the Charges are Not Approved

NPDES Maximum Commercial/Industrial Regulatory Rate

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements shall result in noncompliance with the Conditions of Approval. If the returned valid ballot is marked opposing the NPDES rate, then the rate will not be levied on the property tax bill.

CSD Zone M Charge

If the returned valid ballot is marked opposing the CSD Zone M annual charge, then the annual charge will not be levied on the property tax bill and noncompliance of the Conditions of Approval shall result.

For More Information

If you have any questions about the proposed programs, the annual charges, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Completing Your Ballot

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and

return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the two enclosed ballots in support of or opposition to the proposed programs and annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, September 11, 2012**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

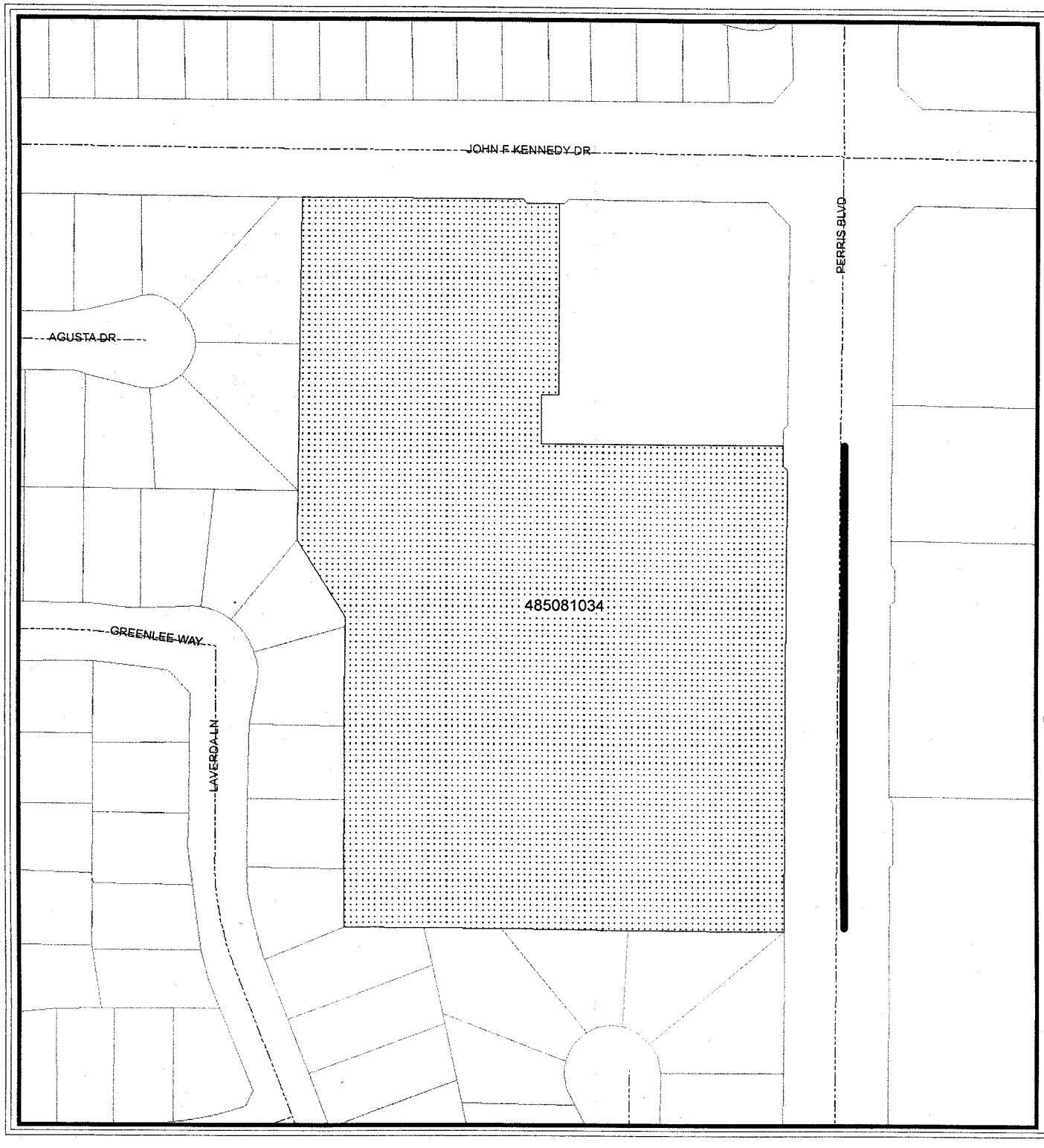

Tentative Parcel Map 36449

Median

Landscaped Areas

APN

485081034

Roads

Parcels

City Boundary

Map reflects all changes indicated on Riverside County Assessor Maps as of July 2, 2012.

N

0 87 174 261 348 Feet

G:\AVP\SDA\Family Dollar PA11-0041.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

MV00174262

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
NPDES Administration			**Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance**		
(Not covered by CSA 152) Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.		
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics					
PROPOSED PARCEL RATE	**Per Month** **$2.67**	**Per Year** **$32.00**	**PROPOSED PARCEL RATE**	**Per Month** **$12.58**	**Per Year** **$151.00**

Inflation Factor Adjustments

FY 2006/2007 - 4.5% = ($33.00 & $158.00)
FY 2007/2008 - 3.1% = ($34.00 & $163.00)
FY 2008/2009 - 4.2% = ($35.00 & $170.00)
FY 2009/2010 - no change = ($35.00 & $170.00)
FY 2010/2011 - no change = ($35.00 & $170.00)
FY 2011/2012 - 3.8% = ($36.00 & $176.00)
FY 2012/2013 - 2.7% = ($37.00 & $181.00)

MV00174263

OFFICIAL MAIL BALLOT for
Assessor Parcel Number (APN) 485-081-034

National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate

YES* — as property owner of APN 485-081-034, **I approve** the NPDES maximum commercial/industrial regulatory rate and services. For fiscal year (FY) 2012/13, the NPDES maximum commercial/industrial regulatory rate is $218 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2013/14, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APN 485-081-034, **I do not approve** the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
485-081-034 (and any division thereof)	☐	☐	$218

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on September 11, 2012, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

OFFICIAL MAIL BALLOT for
Assessor Parcel Number (APN) 485-081-034

Moreno Valley Community Services District (CSD) Zone M
(Commercial, Industrial, and Multifamily Improved Median Maintenance)

YES* — as the property owner of APN 485-081-034, **I approve** the fiscal year (FY) 2012/13 CSD Zone M charge of $850.68 for the existing Perris Blvd. median. Beginning FY 2013/14, the annual CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. Upon approval, the CSD Zone M charge shall be placed on the Riverside County property tax bill. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

NO** — as the property owner of APN 485-081-034, **I do not approve** the CSD Zone M annual parcel charge. I understand that not incorporating said APN into the CSD Zone M program shall result in noncompliance with the project's Conditions of Approval. The CSD Zone M charge shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge
485-081-034 (and any division thereof)	☐	☐	$850.68

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on September 11, 2012, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RH
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: August 28, 2012

TITLE: DRAFT ENERGY EFFICIENCY AND CLIMATE ACTION STRATEGY

RECOMMENDED ACTION

Staff recommends that the City Council review the policies in the attached Draft Energy Efficiency and Climate Action Strategy Document and provide direction to staff in formulating a final document for consideration and approval.

BACKGROUND

At its Joint Study Session of April 3, 2012, the City Council and the Planning Commission reviewed an early draft and gave direction on the continued preparation of the Energy Efficiency and Climate Action Strategy. The main direction at that meeting was for staff to reach out to the public for input. There was also discussion regarding focusing on policies that will not stunt development, and the City leading by example in implementing best practices for energy efficiency and greenhouse gas reduction. In addition, City Council and Planning Commission asked Staff to present the Strategy document as a discussion item at a Planning Commission meeting and at a City Council meeting for further review before being scheduled as a formal public hearing item.

DISCUSSION

The City received funding under the Federal Stimulus Package Energy Efficiency and Conservation Block Grant to undertake several projects and initiatives to reduce the City organization's energy use and consequently its greenhouse gas emissions. The funding covers the cost of the Energy Efficiency and Climate Action Strategy, including a Greenhouse Gas Analysis for the City.

The Strategy is intended to assist with the City's compliance with State initiatives to address the implementation of Assembly Bill 32 and Senate Bill 375, both aimed at reducing greenhouse gas emissions in California. SB 375 calls for the preparation of a Sustainable Communities Plan (SCS) by each Council of Governments. Moreno Valley is part of the SCS prepared by the Southern California Council of Governments (SCAG). The SCS assesses current development and future plans, as represented in the adopted general plans of communities to ensure a certain level of greenhouse gas emissions on an area-wide basis. AB 32 establishes a statewide greenhouse gas emissions cap which requires emissions to be reduced to 1990 levels by the year 2020. The bill includes mandatory reporting rules, adoption of a plan and regulations to achieve the maximum technologically feasible and cost-effective reductions in greenhouse gas emissions, including provisions for using both market mechanisms and alternative compliance mechanisms.

The Energy Efficiency and Climate Action Strategy includes potential programs and policies to reduce overall City energy use, increase the use of renewable energy, and identify the life cycle costs of future City projects. Life cycle cost looks at the full cost of projects including initial construction and long term maintenance to assess the feasibility of energy efficiency upgrades balancing higher upfront costs with lower operational costs. The Strategy prioritizes implementation of programs, policies, and projects based upon energy efficiency, cost efficiency and potential resources. The Greenhouse Gas Analysis provides more of a scientific approach and recommends a target to reduce community-wide GHG emissions by 15% from 2007 levels by 2020, consistent with the State reduction goals in AB 32. The recommendations of the Analysis have been incorporated as programs in the Strategy.

The City direction with the Strategy is to lead by example in the implementation of best practices for energy efficiency. The Strategy is broken up into two main parts: Section I Energy Efficiency (City Facilities) and Section II Climate Action Strategy (Community-wide). Within the Energy Efficiency section, the first category is called out as Current Energy Efficient Practices. These practices are categorized into Electricity, Water, Recycling and Diversion, Alternative Fuels, and Education. The current practices list includes what the City is currently doing to be more energy efficient. Next the Proposed Energy Efficiency Policies section provides a comprehensive table of energy reduction measures. The energy measures are categorized into Energy use, Water use, Recycling and Diversion, Alternative Transportation, Renewable Energy, and Greenhouse Gas Emissions. The anticipated level of Cost Effectiveness and the Lead City Division on the policy is also listed.

In Section II Climate Action Strategy, there is also a comprehensive table of energy reduction measures that apply on a community-wide basis. The energy measures are categorized into the same order as Section I.

The City has been proactive in leading by example in a number of ways. A couple of examples of this are: the City has retrofitted all of the fluorescent bulbs in Internally Illuminated Street Name Signs with LED light engines that enhance visibility, street

safety, and last longer. Annual cost savings of about 50% will be realized with the retrofit due to less use of electricity and less maintenance due to longer life expectancy of the LED. Capital Projects has used rubberized asphalt concrete on City street projects when cost is comparable to regular asphalt concrete. Recycled tires are used. Advantages include reduced road noise, reduced breaking distance, and slightly longer life to road surface. There are some limitations on where it may be installed. Another way the City is being proactive is maintaining its Community Partnership program with Southern California Edison, the Gas Company, and Moreno Valley Electric Utility through the Energy Coalition. The City also provides energy efficiency outreach by placing poster boards in the Parks and Recreation and City Library buildings that promote potential energy rebates, and energy reducing tips. In addition to the partnership with the Energy Coalition the City has created a G.R.E.E.N. (Getting Residents Energy Efficient Now) website that encourages residents to become more energy efficient in their homes, and has web links to other energy websites.

Since the joint study session meeting, public outreach efforts consisted of using the resources that the City has available such as the City website, MVTV3, Environmental Historical Preservation Board (EHPB), and the City's partnership with the Energy Coalition and interaction with WRCOG. Staff first reached out to the local high schools, but the schools likely did not respond due to it being too late in the school year to program class involvement. Staff also met with EHPB on May 14, 2012 to review the Strategy. During the meeting EHPB discussed the possibility of having harvestable landscape on bigger projects such as large industrial projects, the Skechers building was given as an example. Other items discussed were having street signs that direct the public to alternative fueling stations, having the City encourage the use of green building materials, and recognizing businesses that are energy efficient and the products that they produce. These suggestions have been included in the draft Strategy. Later a public outreach meeting was held on June 7, 2012, and promoted by sending a press release, and putting links to the Energy Efficiency and Climate Action Strategy and the Greenhouse Gas Analysis on the City's main website and on the G.R.E.E.N. website. Staff also made flyers to promote future public meetings on the Strategy and had the flyer advertised on MVTV3. Despite these promotional activities, only one person from the public was present at the public outreach meeting.

The Strategy was also put on the Planning Commission agenda as a discussion item on June 28, 2012 and August 23, 2012. The main points that came out of the June 28, 2012, meeting were that document should be focus on the most effective programs and policies and eliminate any repetition. Staff is currently working to further hone in on reducing redundancy in the Strategy. The outcome of the August 23, 2012, meeting will be in staff's presentation to City Council.

The above-referenced activities are an overview of the efforts of the Energy Efficiency and Climate Action Strategy. Staff is looking for any additional direction the City Council may have on the draft Energy Efficiency and Climate Action policies prior to finalizing the Energy Efficiency and Climate Action Strategy for formal public hearings and action by the Planning Commission and City Council.

NOTIFICATION

Listing on the City Council Agenda.

ATTACHMENTS/EXHIBITS

1. Draft Energy Efficiency and Climate Action Strategy Document
2. Greenhouse Gas Analysis

Prepared By:
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Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
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Other:	Hearing set for:

August 2012
DRAFT for City Council Review and Comment

City of Moreno Valley
Energy Efficiency and Climate Action Strategy

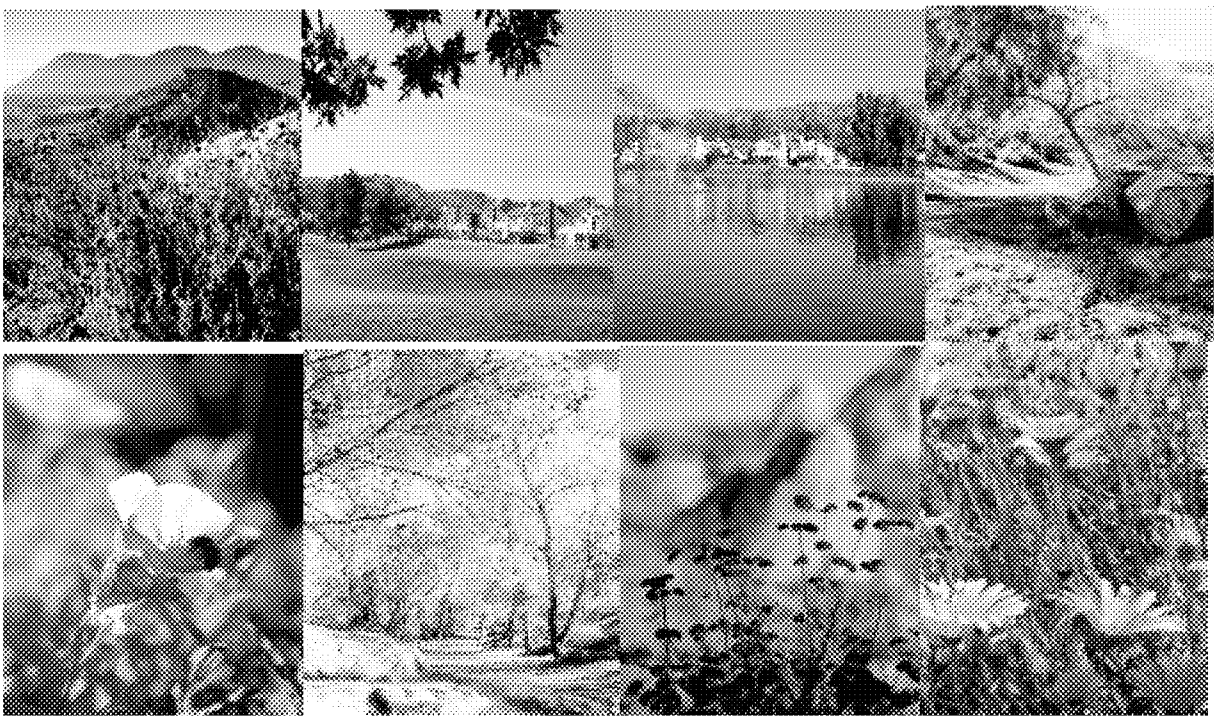

Draft prepared by the City of Moreno Valley Planning Division and the Energy Efficiency and Conservation Task Force

ATTACHMENT 1

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Summary

The City of Moreno Valley recognizes the impact of global climate change from carbon dioxide emissions arising from the activities of the City organization as well as the community's residents, businesses and visitors. Furthermore, the City recognizes the benefits achieved through energy and resource efficiency measures in reducing the community's carbon dioxide emissions as well as improving air quality, energy reliability and economic well-being in the City and region. The City recognizes the need to reduce our energy use and greenhouse gas emissions and become a more sustainable community. The City of Moreno Valley Energy Efficiency and Climate Action Strategy (hereafter referred to as "Strategy") is a policy document which identifies ways that the City of Moreno Valley can reduce energy and water consumption and greenhouse gas emissions as an organization (its employees and the operation of its facilities) and outlines the actions that the City can encourage and community members can employ to reduce their own energy and water consumption and greenhouse gas emissions.

Introduction

The City of Moreno Valley's Energy Efficiency and Climate Action Strategy main objectives are to reduce the environmental impact and fiscal impact of energy usage and greenhouse gas emissions in municipal facilities and within the community. The genesis of the Strategy is the Federal Energy Efficiency and Conservation Block Grant awarded to the City to implement energy efficiency projects and strategies for the City as an organization. At the request of the City Council, the scope of the grant was expanded to include the preparation of a climate action strategy. With City Council support, City staff has applied for energy efficiency grants. In June 2010 the City was awarded a $375,000 (SCE) Southern California Edison Strategic Solicitation for the purpose of expanding the scope of the Strategy and its implementation, including the preparation of a greenhouse gas inventory for the community.

The Strategy is intended to be a comprehensive living policy document for the City organization and the community to address energy and water conservation and effects of climate change. The Strategy is organized into two main sections: Energy Efficiency (City as an organization) and Climate Action (City as a community). The Strategy also contains a Greenhouse Gas Analysis component. The Greenhouse Gas Analysis is also separated into two parts, the City as an organization and the City as a community.

The City realizes the challenges the community may face due to climate change and excess energy and water consumption. With the implementation of energy and water conservation and greenhouse gas reduction measures, training and public awareness, the expected results are the reduction of greenhouse gas emissions and energy and water consumption. In implementing the Strategy, the City's General Plan may need to be updated to reference the Strategy for guidance on energy efficiency and greenhouse gas reduction.

In recent years, the State of California adopted several bills to address energy and climate issues, Assembly Bill 32 and Senate Bill 375.

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Assembly Bill 32 establishes a statewide greenhouse gas emissions cap which requires emissions to be reduced to 1990 levels by the year 2020. The bill includes mandatory reporting rules, adoption of a plan and regulations to achieve the maximum technologically feasible and cost-effective reductions in greenhouse gas emissions, including provisions for using both market mechanisms and alternative compliance mechanisms. Greenhouse gases, as defined under AB 32, include carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride. The Air Resources Board (ARB) is the State agency charged with monitoring and regulating emissions of greenhouse gases. Under the current "business as usual" scenario, statewide emissions are increasing at a rate of approximately 1% per year as noted below.

California Senate Bill 375 provides emission-reducing goals so regions can plan to integrate disjointed planning and provide incentives for local governments and developers to follow new conscientiously-planned growth patterns. SB 375 enhances the Air Resources Board's (ARB) ability to reach AB 32 goals. For California to reach its greenhouse gas reduction goals, communities must address how they grow. This law directs the ARB to set greenhouse gas reduction targets for regions of the state and work with California's 18 metropolitan planning organizations (MPOs) to align their transportation, housing, and regional land-use plans with greenhouse gas reductions in mind. SB 375 has three goals: (1) to use the regional transportation planning process to help achieve Assembly Bill 32 goals; (2) to use CEQA streamlining as an incentive to encourage residential projects which help achieve AB 32 goals to reduce greenhouse gas emissions (GHG); and (3) to coordinate the regional housing needs allocation process with the regional transportation planning process to reduce vehicle miles traveled. SB 375 will be responsible for reshaping the face of California's communities into more sustainable, walkable communities with alternative transportation options and increased quality of life.

Overview of Energy Efficiency

The Energy Efficiency section's primary focus is to identify potential energy efficiency measures for the City as an organization, both those that have been implemented and those that could be implemented in the future. In addition, the document provides direction and policies to ensure the most effective, practical, and affordable, energy use practices are implemented.

Overview of Climate Action

The focus of the Climate Action section is to promote measures similar to those identified in the Energy Efficiency section and additional measures that can be implemented by the community's residents and businesses to reduce greenhouse gas emissions on a community-wide basis. The Climate Action Strategy includes an analysis of existing and future greenhouse gas emissions community wide and provides a set of policies to guide efforts to reduce greenhouse gas emissions to meet or exceed State requirements without unduly compromising other community goals.

Overview of the Greenhouse Gas Analysis

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The analysis was completed under the premise that the City and the community it represents are uniquely capable of addressing emissions associated with sources under the City's jurisdiction. The City's emission reduction efforts should coordinate with the state strategies in order to accomplish emission reductions in an efficient and cost effective manner. The City developed this document with the following purposes in mind:

- Create a GHG baseline from which to benchmark GHG reductions;
- Provide a plan that is consistent with and complementary to: the GHG emissions reduction efforts being conducted by the State of California through the Global Warming Solutions Act (AB 32); the Federal Government through the actions of the Environmental Protection Agency; and the global community through the Kyoto Protocol; and
- Guide the development, enhancement, and implementation of actions that reduce GHG emissions.

This report establishes 2010 as the year on which to base the existing inventory; this is the most recent year for which reliable data concerning the City's residential, commercial, and government operations are available. Sources of emissions include transportation, electricity and natural gas use, landscaping, water and wastewater pumping and treatment, and treatment and decomposition of solid waste. The 2007 inventory represents conditions prior to the economic recession and will be used to set the target for reducing emissions by the year 2020. The 2010 inventory was calculated using the most recent data available. The 2010 inventory serves as a reference against which to measure the City's progress towards reducing GHG emissions since 2007 and into the future, and also serves as documentation for potential emission trading opportunities.

Moreno Valley's 2010 municipal operations inventory includes sources and quantities of GHG emissions from government owned or rented buildings, facilities, vehicles, and equipment. The community-wide emissions inventory identifies and categorizes the major sources and quantities of GHG emissions being produced by residents, businesses, and municipal operations taking place in the City of Moreno Valley using the best available data. By having the municipal emissions separated from the community as a whole, the local government can implement reduction strategies where it has direct control, closely monitor the changes in emissions over time, and set an example for the rest of the City.

2010 Municipal Emissions Inventory

Table 3-1 2010 Municipal Data Inputs

Category	Data Input	Data Source
Electricity (kWh)	9,937,015 3,847,738	SCE MVU
Natural Gas (therms)	90,651	SCG
Vehicle Fleet *Gasoline(gallons)* *Diesel (gallons)*	 77,325 28,544	Fleet Manager Special Districts
Equipment *Gasoline(gallons)* *Diesel (gallons)*	 2,118 2,208	Parks Division Special Districts

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Employee Commute (responses)	141	Employee Survey

The community-wide inventory represents all emissions from sources located with the jurisdictional boundaries of the City of Moreno Valley. Therefore, the municipal emissions described in the previous section are a subset of the community-wide inventories presented here. In 2010, the City of Moreno Valley emitted a total of 920,657 MT CO_2e from the community as a whole. The following sections describe the data inputs, emissions by source, and emissions by land use in 2010.

2010 Community-Wide Emissions Inventory

Table 3-5 2010 Community-Wide Data Inputs

Category	Data Input	Data Source
Electricity (kWh)	633,215,207 62,138,000	SCE MVU
Natural Gas (therms)	26,266,326	SCG
Transportation *Annual Vehicle Miles Traveled* *Annual Trips*	 1,077,909,543 110,098,975	 City Traffic Engineer
Area Source (based on land use) *SFR (units)* *MFR (units)* *Commercial (ksf)* *Industrial (ksf)*	 42,642 9,387 8,325 12,695	 City Planning
Solid Waste (tons)	144,824	CIWMB
Water (AF)	26,183 87	EMWD Box Springs Mutual

With the implementation of GHG reduction measures, Moreno Valley is projected to reduce its community-wide emissions to a total of 798,137 MT CO_2e, which is 556 MT CO_2e below the 2020 reduction target. This is a decrease of 38.5 percent from the City's 2020 BAU emissions inventory and 13 percent from the 2010 emissions. The reduction measures reduce GHG emissions from all sources of community-wide GHG emissions including transportation, energy, area sources, water, and solid waste. The following sections describe the emissions by source and land use category for the year 2020.

This report sets a baseline for the City's GHG emissions, projects how these emissions will grow, and includes strategies to reduce emissions to a level consistent with California's emissions reduction target. These strategies complement the City's General Plan policies and are consistent with Moreno Valley's vision for a more sustainable community.

Greenhouse Gas Analysis Reduction Policies

The purpose and intent of these policies is to achieve compliance with AB 32 and reduce GHG by 15% by 2020. In 2020, the City of Moreno Valley is projected to emit a total of 1,298,543 MT CO2e without the incorporation of GHG reduction policies. The statewide

reduction measures would reduce the bulk of Moreno Valley's emissions and make a substantial contribution toward reaching the 2020 reduction target. However, the City would still need to supplement the statewide measures with the implementation of local reduction policies, in order to achieve 15% reduction in GHG by 2020. Future local policy measures will require decision-maker approval. These reduction measures include the following:

- R2-T1: Land Use Based Trips and VMT Reduction Policies. Encourage the development of Transit Priority Projects along High Quality Transit Corridors identified in the SCAG Sustainable Communities Plan, to allow a reduction in vehicle miles traveled.

- R2-T3: Employment-Based Trip Reductions. Require a Transportation Demand Management (TDM) program for new development to reduce automobile travel by encouraging ride-sharing, carpooling, and alternative modes of transportation.

- R2-E1: New Construction Residential Energy Efficiency Requirements. Require energy efficient design for all new residential buildings to be 10% beyond the current Title 24 standards. (Reach Code)

- R2-E2: New Construction Residential Renewable Energy. Facilitate the use of renewable energy (such as solar (photovoltaic) panels or small wind turbines) for new residential developments. Alternative approach would be the purchase of renewable energy resources offsite.

- R2-E5: New Construction Commercial Energy Efficiency Requirements. Require energy efficient design for all new commercial buildings to be 10% beyond the current Title 24 standards. (Reach Code)

- R3-E1: Energy Efficient Development, and Renewable Energy Deployment Facilitation and Streamlining. Updating of codes and zoning requirements and guidelines to further implement green building practices. This could include incentives for energy efficient projects.

- R3-L2: Heat Island Plan. Develop measures that address "heat islands." Potential measures include using strategically placed shade trees, using paving materials with a Solar Reflective Index of at least 29, an open grid pavement system, or covered parking.

- R2-W1: Water Use Reduction Initiative. Consider adopting a per capita water use reduction goal which mandates the reduction of water use of 20 percent per capita with requirements applicable to new development and with cooperative support of the water agencies.

- R3-W1: Water Efficiency Training and Education. Work with EMWD and local water companies to implement a public information and education program that promotes water conservation.

- R2-S1: City Diversion Program. For Solid Waste, consider a target of increasing the waste diverted from the landfill to a total of 75% by 2020.

Examples of current statewide and regional planning efforts to reduce GHG emissions are identified in the GHG analysis. Current City efforts include working with RTA to continue to provide timely and effective transit services, and promoting existing incentive programs for residents that promote residential and commercial energy efficient retro-fits, such as WRCOG's low interest loan programs. These current City efforts wouldn't involve any changes in current City policy or ordinances.

City's Current Goals and Objectives

The City's General Plan includes goals and objectives to achieve energy conservation through land use planning, building design, site planning, compliance with State Title 24 energy savings requirements, and rehabilitation of existing structures. The General Plan also includes measures to reduce traffic congestion and provide more opportunities for walking and bicycling. Other areas of conservation include the use of water efficient irrigation and landscape and coordinated efforts with local water districts to use reclaimed water; recycling; and exterior lighting standards. See Section III Appendix _ for specific General Plan goals and objectives.

SECTION I – ENERGY EFFICIENCY

Current Energy Efficiency Practices

The City currently employs a variety of measures in municipal operations that reduce consumption of energy and water and reduce the amount of solid and green waste sent to a landfill. The City has also purchased alternative fuel vehicles that reduce the consumption of gasoline. The following is an outline of completed energy savings projects and current energy saving practices. Many of these activities have been made possible with grant funding.

<u>Reduced Energy Consumption</u>

	Energy Reduction Measures	Cost Effectiveness	Practice	Policy	Lead Division
A1.	New buildings constructed in City parks use solar tubes for day time lighting.	High	✓		Parks & Community Services
A2.	Photo cells are used for lighting park grounds and buildings along with automatic shutoff timers.	High	✓		Parks & Community Services

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A3.	Park lighting is shut down at 10 p.m. except where needed to address safety issues.	High	✓		Parks & Community Services
A4.	Sport field lights at parks have been replaced with more efficient fixtures with an average energy savings of at least 30%.	High	✓		Parks & Community Services
A5.	Applied window tint/film to City Hall windows to make facility more energy efficient, comfortable, and reduce energy cost. (Completed January 2011)	High	✓		Planning
A6.	Routine maintenance is performed on all City heating, ventilation, and air conditioning (HVAC) units to keep them running efficiently.	High	✓		Purchasing & Facilities
A7.	Replacement of HVAC system at City Hall (completed September 2011) resulting in substantial reduction in energy use and cost, and improved comfort and reliability.	High	✓		Purchasing & Facilities
A8.	Conference and Recreation Center and Public Safety Building have computer systems that allow continuous control of the HVAC systems that can be adjusted offsite and scheduled to go on and off depending on the use of a particular room.	High	✓		Purchasing & Facilities
A9.	T12 florescent light fixtures have been converted to T8 fixtures which use less energy. Retrofit sites are the Senior Center, Library, City Hall, and Fire Stations 6, 48 and 65.	High	✓		Purchasing & Facilities
A10.	Light sensors have been installed in some rooms at City Hall which turn off the lights when the room is not in use.	High	✓		Purchasing & Facilities
A11.	Traffic signals synchronized to improve traffic flow and reduce air pollution and gas consumption.	High	✓		Transportation Engineering
A12.	Traffic signal lights retrofitted in 2006 with LED light fixtures, with a reduction of 60% power usage. Newer traffic signal lights installed with LED fixtures.	High	✓		Transportation Engineering

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A13.	City replaced all fluorescent bulbs in Internally Illuminated Street Name Signs with LED lights that enhance visibility, street safety, and last longer. Annual cost savings of about 50% realized due to less use of electricity and less maintenance due to longer life expectancy of LED.	Medium	✓		Transportation Engineering
A14.	MV Utility analyzed alternative technologies for street lighting. A pilot program for LED street lights is scheduled to begin June 2013, one for induction lighting was completed September 2010, and testing of a device that controls the energy use of the ballast in High Pressure Sodium lighting was completed July 2012.	Medium	✓		Special Districts
A15.	City Hall fans run while the building is occupied to maintain a comfortable temperature and a humidity level of 60%, and reduce carbon dioxide levels, per Title 24.	Low	✓		Purchasing & Facilities

Reduced Water Consumption

	Water Reduction Measures	Cost Effectiveness	Practice	Policy	Lead Division
A16.	Park restrooms and other buildings are installed with automatically shut off faucets.	High	✓		Parks & Community Services
A17.	Reclaimed water for irrigation is used on about 40 acres of City park land.	High	✓		Parks and Community Services
A18.	Newer irrigation systems at City parks utilize smart controllers which are self-regulating and utilize a central weather station or have their own weather stations.	High	✓		Parks and Community Services
A19.	City adopted new landscape standards which require the use of drought tolerant landscape and water efficient irrigation in new installations and most retrofit projects.	High		✓	Planning
A20.	Purchasing & Facilities Division tested 0.5 gallon per minute aerators for restroom faucets. Currently, 2.0 and 2.2 per minute gallon aerators are used. The 0.5 gallon aerators were not installed as faucet ran too long for hot water to flow out.	High	✓		Purchasing & Facilities
A21.	Synthetic turf was installed at Community Park soccer fields to conserve water and increase use time.	Medium	✓		Parks and Community Services
A22.	Facilities staff researched use of waterless urinals. Maintenance requirements and costs were too high to justify use in public restrooms.	Low	✓		Purchasing & Facilities

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Recycling and Diversion

	Recycling and Diversion Measures	Cost Effectiveness	Practice	Policy	Lead Division
A23.	Maintenance & Operations has a program to recycle asphalt concrete. Existing pavement is ground up and used as base for repaving. Unused material is stored for future use.	High	✓		Maintenance & Operations
A24.	All City facilities have recycling programs.	High	✓	✓	Maintenance & Operations
A25.	City recycling programs include: Procurement Policy, City Facilities Recycling Program, Animal Shelter Lonely Hearts Adoption Program, School Recycling Program, Residential Recycling, Curbside & Buy-back, Voluntary Commercial Recycling, C&D Recycling, CIP Program, Community Outreach, Grasscycling, Mulch, and Composting Workshops.	High	✓	✓	Maintenance & Operations
A26.	City staff works with the community, the Chamber of Commerce and City employees on promoting and presenting recycling programs.	High	✓		Maintenance & Operations
A27.	Rubberized asphalt concrete has been used on City street projects when cost is comparable to regular asphalt concrete. Recycled tires are used. Advantages include reduced road noise, reduced braking distance, and longer life to road surface.	Medium	✓		Capital Projects
A28.	Cold in Place Recycling is used as appropriate for street rehabilitation projects. The process removes old pavement, combines it with emulsion, and places it back down as part of the new pavement.	Medium	✓		Capital Projects
A29.	In central plant recycling, reclaimed asphalt pavement is screened, crushed, sized, and mixed with an asphalt rejuvenator. The recycled mix is transported immediately to a job site, or stockpiled for later use.	Medium	✓		Capital Projects
A30.	City uses green recycled janitorial products at City Hall and the Facilities Annex.	Low	✓	✓	Purchasing & Facilities

Alternative Fuel Vehicles

	Alternative Fuel Vehicle Measures	Cost Effectiveness	Practice	Policy	Lead Division
A31.	Retrofit completed of diesel engines vehicles	High	✓		Maintenance &

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	to comply with laws to make diesel engines cleaner burning. Phase I completed December 2009, Phase II completed December 2011.				Operations
A32.	City has one electric vehicle and four natural gas vehicles (two street sweepers, one pick up truck, and one storm drain cleaning truck).	Medium	✓		Maintenance & Operations

Education

The City of Moreno Valley currently promotes education related to energy efficiency by participating in partnerships and organizations that promote energy efficiency and by attending seminars, workshops and trade shows related to green building, water conservation, and facility maintenance.

The City of Moreno Valley participates in the following organizations:

- Community Energy Partnership – this partnership identifies incentives and rebates for City and developer projects.

- Energy Coalition - Facilities Maintenance Division has completed energy audits for five buildings with the Energy Coalition.

- WRCOG Clean Cities – public-private partnership dedicated to achieving improved air quality, energy security, economic development, and transportation goals.

- WRCOG Air Quality Task Force – the task force brings together cities and local resources to share information on efforts and funding opportunities to improve air quality in the region.

- WRCOG Solid Waste Technical Committee – the task force compromised of staff from each of WRCOG's member agencies and meets to discuss solid waste and recycling issues and makes recommendations to the WRCOG's Technical Advisory Committee on matters directly relating to Western Riverside County.

- Riverside County Solid Waste Management Advisory Council (Countywide Local Task Force) – this group provides advisory to the County's Planning Commission and Board on all substantive waste management issues and solid waste facility land use matters, and also assists the County and its cities in meeting AB939 requirements, from the preparation and revision of the Countywide Integrated Waste Management Plan (CIWMP) to reviewing and commenting on solid waste facilities and their expansions for consistency and recycling goals to the Department of Resources, Recycling and Recovery.

Proposed Energy Efficiency Policies

The following energy efficiency measures are suggested as policies and programs for municipal operations. The suggested measures include current practices of the City of Moreno Valley along with recommendations from the City's Energy Efficiency Task Force

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and the practices and policies of other jurisdictions. Many of the policies and programs will require additional study and formal adoption by the City Council prior to becoming effective.

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	Reduction Measures Section I	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
B1.	Use reclaimed water for City buildings, facilities, parks and parkways where connection to reclaimed water lines is feasible.		✓					High	Capital Projects or Contracting Division / Department
B2.	Participate in Savings by Design or similar program to identify ways to improve the energy efficiency for all new City buildings and facilities.	✓						High	Capital Projects or Contracting Division / Department
B3.	Establish policy to meet a green building rating system standard or standard beyond Title 24 for all new buildings and retrofits over 5,000 square feet.	✓						High	Capital Projects
B4.	Coordinate with Southern California Edison or Moreno Valley Utility, Eastern Municipal Water District, and The Gas Company to maximize rebates for all building projects.	✓						High	Capital Projects or Contracting Division / Department

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	Reduction Measures Section I	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
B5.	Require life cycle cost for all new facilities and retrofits over 5,000 square feet that compare initial and long-term costs for projects. Include analysis in City Council reports, to inform decision makers of total costs of projects.	✓						High	Capital Projects
B6.	Benchmark all City facilities in the Energy Star web site, to monitor energy use at City facilities.	✓						High	Electric Utility
B7.	Include all City facilities in recycling programs. Establish a 75% diversion rate goal.			✓				High	Maintenance & Operations
B8.	Recycle existing asphalt concrete for used as base for streets whenever feasible. Store recycled material not used immediately.			✓				High	Maintenance & Operations
B9.	Seek funding for alternative fuel and fuel efficient vehicles and diesel retrofits.				✓			High	Maintenance & Operations
B10.	Establish minimum fleet mileage standard for fleet vehicles.				✓			High	Maintenance & Operations
B11.	Promote rideshare program for employees to decrease vehicles miles traveled.				✓			High	Maintenance & Operations

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	Reduction Measures Section I	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
B12.	Restrict use of turf at City buildings and facilities to gathering areas and useable open space. Replace low use turf areas with drought tolerant plants.		✓					High	Parks & Community Services
B13.	Use smart controllers for all City projects consistent with City Landscape Standards. Retrofit existing controllers as funding is available.		✓					High	Parks & Community Services
B14.	Require new buildings constructed in City parks use solar tubes or equal design for daytime lighting.	✓						High	Parks & Community Services
B15.	Install energy efficient fixtures for all new sport field lights. Retrofit existing lights as funding is available.	✓						High	Parks & Community Services
B16.	Establish an energy efficiency revolving fund to deposit energy savings, rebates and incentives. The policy should consider the following funding sources: 100% of rebate and incentive money and 50% of energy bill savings from energy efficiency projects.	✓						High	Planning

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	Reduction Measures Section I	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
B17.	Host annual Energy Efficiency Day for employees with demonstrations and literature on energy saving products and practices for work and at home. This activity helps maintain Gold level status with Energy Coalition.	✓					✓	High	Planning
B18.	Encourage employees to submit energy efficiency recommendations for City operations and assess them.	✓						High	Planning
B19.	Install light sensors, which turn off the lights when a room is not in use, wherever practical.	✓						High	Purchasing & Facilities
B20.	Allow for safety concerns for City facilities and reduce or turn off exterior and interior lights when facilities are not in use.	✓						High	Purchasing & Facilities
B21.	Include in all City leases permission to do energy retrofits (e.g. replace light bulbs).	✓						High	Purchasing & Facilities
B22.	Set City building thermostats at Federal and State recommendations, currently 68 degrees (winter) and 78 degrees (summer), wherever possible.	✓						High	Purchasing & Facilities

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	Reduction Measures Section I	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
B23.	Utilize an energy monitoring system to track electricity use and identify areas/facilities that can be operated more efficiently.	✓						High	Purchasing & Facilities
B24.	Provide routine maintenance of the heating and air conditioning (HVAC) systems at City facilities.	✓						High	Purchasing & Facilities
B25.	Complete periodic energy audits of all City facilities to identify energy efficiency opportunities and implement all cost effective recommendations.	✓						High	Purchasing & Facilities
B26.	Replace interior and exterior lighting fixtures with more energy efficient fixtures as they become available and cost effective, as funding is available.	✓						High	Purchasing & Facilities
B27.	Base purchasing decisions on environmental information and life cycle costs.	✓						High	Purchasing & Facilities
B28.	Install computer monitoring systems in new City facilities to allow continuous control of HVAC systems. Retrofit existing facilities as funding becomes available.	✓						High	Purchasing & Facilities

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	Reduction Measures Section I	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
B29.	Install automatic shutoff faucets and 0.5 gallon per minute aerators in new City buildings and facilities wherever practical. Replace existing faucets and aerators as funding is available.		✓					High	Purchasing & Facilities
B30.	Review median landscape standards to increase water efficiency, with efficient irrigation, grading that retains water run off and a drought tolerant plant palette.		✓					High	Special Districts
B31.	Seek grants to renovate Alessandro Boulevard medians to reduce or eliminate turf, which would reduce water, electricity and gasoline (maintenance equipment) use, and reduce maintenance cost and green waste.		✓					High	Special Districts
B32.	Establish guideline that identifies criteria for using 'green concrete' or concrete made with recycled aggregate. Use reduces CO_2 emissions and solid waste sent to landfills.			✓				Medium	Capital Projects

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	Reduction Measures Section I	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
B33.	Document municipal green building efforts and post-occupancy building performance metrics on the City website for use as a resource for the development community.	✓						Medium	Capital Projects
B34.	Establish guideline that identifies criteria for using rubberized asphalt concrete for City projects.			✓				Medium	Capital Projects
B35.	Consider moving City electric load off-peak to reduce peak demand and take advantage of lower rates.	✓						Medium	Electric Utility
B36.	Identify opportunities for on-site renewable energy generation on City-owned and private property.	✓						Medium	Electric Utility
B37.	Establish a zero waste policy to require everything to be recycled, with minimal disposables allowed and encourage composting.			✓				Medium	Maintenance & Operations
B38.	Require use of photo cells and automatic shutoff timers in park buildings wherever practical.	✓						Medium	Parks & Community Services
B39.	Coordinate with near by jurisdictions to implement regional energy efficiency programs.	✓						Medium	Planning
B40.	Use green/recycled janitorial products at City facilities whenever cost effective.			✓				Medium	Purchasing & Facilities

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	Reduction Measures Section I	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
B41.	Provide bicycle parking at City facilities.				✓			Medium	Purchasing & Facilities
B42.	Research potential savings of synthetic turf and/or low water use plantings in medians, assessing installation, maintenance and water costs.		✓					Medium	Special Districts
B43.	Consider use of timers on street lights to shut off during late evening and early morning hours when traffic volumes are low, pursuant to adoption of a policy regarding hours of operation for streetlights.	✓						Medium	Special Districts
B44.	Provide incentives for City staff to develop expertise and certification in green building strategies.	✓	✓	✓	✓	✓	✓	Low	Building
B45.	Consider adding charge stations and other alternative fuel facilities at City facilities.				✓			Low	Maintenance & Operations
B46.	Assess use of low flow toilets and waterless urinals as performance improves and maintenance costs drop.		✓					Low	Purchasing & Facilities
B47.	Require operation of ventilation fans at all City facilities when occupied to maintain a comfortable temperature, humidity level of 60%, and reduce carbon dioxide levels.	✓						Low	Purchasing & Facilities

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	Reduction Measures Section I	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
B48.	Replace paper towel dispensers with air dryers in City facilities where practical and cost effective.			✓				Low	Purchasing & Facilities
B49.	Establish LED standard (fixture and spacing) for streetlights for new installations and retrofit existing lights as funding permits.	✓						Low	Transportation Engineering

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SECTION II – CLIMATE ACTION STRATEGY

Proposed Climate Action Policies

The following energy efficiency measures are suggested as policies for the City of Moreno Valley as a community. The suggested measures include recommendations from the City's Energy Efficiency Task Force and the practices and policies of other jurisdictions.

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	Reduction Measures Section II	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
C1.	Install light colored "cool" roofs and cool pavements. (Cool roofs are a requirement per State Title 24/CalGreen Building Standards).	✓						High	Building
C2.	Require Energy Star equipment and appliances in new construction & renovations.	✓					✓	High	Building
C3.	Specify no- or low-VOC (Volatile Organic Compound) materials.						✓	High	Building
C4.	Install photovoltaic or other solar technology for city owned facilities wherever feasible.					✓		High	Capital Projects or Contracting Division / Department
C5.	Partner with the largest consumers of energy to encourage and promote their energy efficiency activities.	✓						High	Electric Utility
C6.	Promote and implement programs to encourage load shifting to off-peak house and explore demand response solutions.	✓						High	Electric Utility
C7.	Provide education on energy efficiency to residents, customers and/or tenants.	✓						High	Electric Utility
C8.	Create new Partnership brand to integrate City and Utility marketing campaigns to customers. Develop Marketing Team to coordinate City and Utility marketing.	✓						High	Electric Utility
C9.	Increase marketing efforts by organizing the following community activities: • City sponsored ideas expo and stakeholder meetings;	✓						High	Electric Utility

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	Reduction Measures Section II	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
	• City presenting program at Chamber of Commerce meetings; • City working with community organizations, local service clubs, HOA's to educate and sign-up participants; • Contractors marketing to residential and business customers; City Council recognizing "energy champions" at televised meetings.								
C10.	Implement low impact development practices that maintain existing site hydrology to manage storm water and protect the environment. (Use of low impact development practices is required by the new regional water quality permit.)		✓					High	Land Development
C11.	Require that developers recycle existing street material for use as base for new streets.			✓				High	Land Development
C12.	Work with Waste Management to utilize billing statements or MVTV-3 to encourage businesses and residents to enroll in recycling programs.			✓				High	Maintenance & Operations
C13.	Explore grants to pay for recycling collection devices and their maintenance to be placed with public trash bins.			✓				High	Maintenance & Operations
C14.	Increase recycling at public events.			✓				High	Maintenance & Operations

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	Reduction Measures Section II	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
C15.	Install water-efficient irrigation systems and devices and use water-efficient irrigation methods.		✓					High	Parks & Community Services
C16.	Promote use of City's multi-use trail system.				✓			High	Parks & Community Services
C17.	Establish Energy Efficiency and Conservation baselines. Set municipal and community wide energy demand and usage reduction goals and implement them by leveraging program resources and incentives already committed or potentially available.	✓						High	Planning
C18.	Maintain City's Community Partnership program with Southern California Edison, The Gas Company, and Moreno Valley Electric Utility through the Energy Coalition. This partnership allows for funding the City can use for energy conservation marketing, education, and outreach efforts.	✓						High	Planning & Electric Utility
C19.	City act as a model of energy conservation stewardship. Build upon historical and current energy conservation efforts as the foundation for continued efforts and education of the community on energy efficiency and conservation cost savings and environmental benefits.	✓						High	Planning
C20.	Require new large developments (projects of regional significance) participate in the Savings by Design or similar programs to	✓						High	Planning

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	Reduction Measures Section II	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
	identify ways to improve energy efficiency of proposed construction.								
C21.	Encourage community use of Southern California Edison, Moreno Valley Utility, Eastern Municipal Water District, and The Gas Company financial incentives and rebate opportunities.	✓						High	Planning
C22.	Adopt a dark sky ordinance and reduce unnecessary outdoor lighting.	✓						High	Planning
C23.	Encourage passive solar design, to maximize passive solar heating during cool seasons, minimize solar heat gain during hot seasons, and enhance natural ventilation. (Existing design guideline).	✓						High	Planning
C24.	Promote customer financing programs that assist with purchasing energy efficiency improvements. WRCOG has established a financing program through property taxes based on the guidelines in Assembly Bill 811. City is a partner in this program.	✓						High	Planning
C25.	Encourage Point-of-Sale Rebates, the simplest methods for customers to qualify for incentives. Pursue adding more retailer participants within community.	✓						High	Planning
C26.	Review and update the landscape ordinance to continue lowering use of potable water for		✓					High	Planning

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	Reduction Measures Section II	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
	landscape irrigation. (City updated landscape standards in 2009 to further encourage water conservation.)								
C27.	Provide education about water conservation and available programs and incentives.		✓					High	Planning
C28.	Protect existing trees and encourage the planting of new drought tolerant trees. Adopt a tree protection and replacement ordinance.		✓					High	Planning
C29.	Work with developers to increase housing near transit through recently adopted mixed use zones. (GHG Policy R2-T1 Land Use Based Trips and VMT Reduction Policies)				✓			High	Planning
C30.	Designate Transit-Oriented Development district(s). (GHG Policy R2-T1 Land Use Based Trips and VMT Reduction Policies)				✓			High	Planning
C31.	Explore building footprint, setbacks, height, scale, hardscape requirements to create compact building design techniques.	✓					✓	High	Planning
C32.	Explore reduced parking minimum requirements for mixed-use developments to encourage transit and non-motorized transportation.				✓			High	Planning
C33.	Apply urban planning principles that encourage high density, mixed-use, walkable/bikeable neighborhoods, and coordinate	✓			✓			High	Planning

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	Reduction Measures Section II	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
	land-use and transportation with open space systems and promote the efficient delivery of services and goods. (GHG Policy R2-T1 Land Use Based Trips and VMT Reduction Policies)								
C34.	Promote "Energy Efficiency" at City events or events that the City participates in such as 4th of July and the March Air Show.	✓						High	Planning
C35.	Develop original programming on MVTV-3 that promotes energy efficiency, e.g. a program that follows a residential energy audit, to demonstrate how residents can make their homes more energy efficient.	✓						High	Purchasing & Facilities, & Planning
C36.	Work with RTA to expand access to public transit by adding routes and shelters and benches within 1/4 mile of high density residential, commercial, employment areas, schools, and parks.				✓			High	Transportation Engineering
C37.	Promote rideshare and trip reduction ride programs such as carpools/vanpools and preferential parking areas at City facilities and other large employers.				✓			High	Transportation Engineering
C38.	Promote school rideshare programs to assist parents/students forming carpools.				✓			High	Transportation Engineering
C39.	Adopt a Non-Motorized Transportation Plan. With focuses on pedestrian and bicycle				✓			High	Transportation Engineering

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	Reduction Measures Section II	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
	routes and Master Sidewalk Plan. (GHG Policy R2-T1 Land Use Based Trips and VMT Reduction Policies)								
C40.	Work with the school districts to improve pedestrian and bike access to schools and to restore or expand school bus service using lower-emitting vehicles.				✓			High	Transportation Engineering
C41.	Set goals consistent with State's Long Term Strategic Plan: All new residential construction in California will be zero net energy by 2020. All new commercial construction in California will be zero net energy by 2030.	✓						Medium	Building
C42.	Encourage installation of solar and wind power systems and solar hot water heaters.					✓		Medium	Building & Planning
C43.	Establish City guideline that identifies criteria for using rubberized asphalt concrete for public streets.			✓				Medium	Capital Projects
C44.	Establish City guideline that identifies criteria for using 'green concrete' that has been made with recycled aggregate for public improvements. Results in reduced CO_2 emissions and reduces solid waste sent to landfills.			✓			✓	Medium	Capital Projects
C45.	Prepare a Master Sidewalk Plan that identifies "missing links" where sidewalks are necessary and identifies streets for which no sidewalk is required.				✓			Medium	Capital Projects
C46.	Adopt and implement a policy to increase the use of renewable	✓						Medium	Electric Utility

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	Reduction Measures Section II	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
	energy.								
C47.	Promote residential surveys to educate residents on energy saving behaviors, and direct leads and data to appropriate marketing channels to encourage more extensive energy upgrades.	✓						Medium	Electric Utility
C48.	Encourage installation of solar panels on unused roof and ground space and over carports and parking areas.					✓		Medium	Electric Utility & Planning
C49.	Include energy storage where appropriate to optimize renewable energy generation systems and avoid peak energy use.					✓		Medium	Electric Utility
C50.	Conduct gray water, rainfall runoff, and other system research and pilot study.		✓					Medium	Land Development
C51.	Actively explore new items to add to the list of accepted recycled materials with the City's franchised waste hauler.			✓				Medium	Maintenance & Operations
C52.	Implement programs to encourage and increase participation of diverted waste from landfills to meet or exceed state regulation requirements.			✓				Medium	Maintenance & Operations
C53.	Provide easy and convenient recycling opportunities for residents, the public, and businesses.			✓				Medium	Maintenance & Operations
C54.	Provide education and publicity about reducing waste and available recycling services.			✓				Medium	Maintenance & Operations
C55.	Require shaded and accessible pedestrian paths of travel between building entrances and	✓			✓			Medium	Planning

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	Reduction Measures Section II	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
	parking lots, sidewalks, adjacent properties, and public transportation stops.								
C56.	Increase housing density near transit. (GHG Policy R2-T1 Land Use Based Trips and VMT Reduction Policies)				✓			Medium	Planning
C57.	Steer development towards infill rather than greenfield areas. Consider differential impact fee system with lower fees for areas with infrastructure.						✓	Medium	Planning
C58.	Revise municipal code to ensure solar access is maintained for future solar electric and solar hot water installations.	✓				✓	✓	Medium	Planning
C59.	Consider a shade tree ordinance and utility incentives for shading south and west faces of dwelling units.	✓					✓	Medium	Planning & Electric Utility
C60.	Designate city staff person responsible for coordinating climate action by city departments.	✓						Medium	Planning
C61.	Promote local demonstration gardens at Western Municipal Water District and the planned garden at the southeast corner of Cactus and Heacock, around the EMWD pump station.		✓					Medium	Parks & Community Services
C62.	Promote free shuttle service connecting to Metrolink station.				✓			Medium	Transportation Engineering
C63.	Create travel routes that ensure destinations may be reached conveniently by public transit, bicycling and walking. (GHG Policy R2-T1 Land Use Based				✓			Medium	Transportation Engineering

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	Reduction Measures Section II	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
	Trips and VMT Reduction Policies)								
C64.	Work with WRCOG to develop a master plan to encourage use of neighborhood electric vehicles, which are energy efficient street legal vehicles.				✓			Medium	Transportation Engineering
C65.	Coordinate with school districts to adopt the League of America Bicyclists' Cycling curriculum so students learn safest way to bike.				✓			Medium	Transportation Engineering
C66.	Implement "Smart Bus" technology - GPS with electronic displays at stops to provide actual time data to passengers.				✓			Medium	Transportation Engineering
C67.	Develop renewable fuel locations and electric plug-in stations including a map for drivers to find refueling locations.				✓			Medium	Transportation Engineering
C68.	Implement a regional transit program between educational facilities. (GHG Policy R2-T1 Land Use Based Trips and VMT Reduction Policies)				✓			Medium	Transportation Engineering
C69.	Incorporate bicycle lanes, routes and facilities into street systems, new subdivisions, and large developments. (GHG Policy R2-T1 Land Use Based Trips and VMT Reduction Policies)				✓			Medium	Transportation Engineering
C70.	Explore developing a Smart Growth Development Impact Fee matrix. Fee based on trips generated by project. (GHG Policy R2-T1 Land Use Based Trips and VMT Reduction Policies)	✓			✓			Medium	Transportation Engineering

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	Reduction Measures Section II	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
C71.	Evaluate and update existing General Plan street cross-sections to accommodate "complete streets" design standards.				✓			Medium	Transportation Engineering
C72.	Incorporate public transit into the project's design. (GHG Policy R2-T1 Land Use Based Trips and VMT Reduction Policies)				✓			Medium	Transportation Engineering
C73.	Accelerate implementation of solar energy-based technology through permitting process (e.g., reduced permit fees, streamlined permit approval process).					✓		Low	Building
C74.	Where solar systems cannot feasibly be incorporated into the project at the outset, build "solar ready" structures.					✓		Low	Building
C75.	Consider changing existing and future illuminated streetlights to LED. The retrofit cost for LED lighting is not feasible at this point. SCE and MVU do not currently have a separate rate structure for LED.	✓						Low	Special Districts

SECTION III – APPENDICES

General Plan Goals and Objectives

- Chapter 7. Energy conservation is a way to control energy costs, reduce reliance on foreign energy supplies and minimize air pollution. Energy efficiency can be derived in the arrangement of land uses, in the design of developments and the architecture of individual buildings. (GP Issues and Opportunities 7.6.2.)

- Chapter 7. Issues and Opportunities 7.6.2.The amount of energy consumed in automobile travel can be reduced if commercial and recreational opportunities are located near residential uses. Commuter travel can be minimized if there is a reasonable balance between jobs and housing within the area. Placing high intensity uses along transit corridors can also reduce automobile travel.

  Reducing residential street width can affect microclimates and reduce the summer cooling needs of adjacent homes. The orientation of buildings can be arranged to affect the amount of heat gain. Shade trees can also cool microclimates and aid in energy conservation.

  Building construction options are available to reduce energy consumption. Building construction methods include, but are not limited to, insulation of walls and ceilings, insulated windows and solar water heating systems. Many building energy conservation measures have been incorporated into Title 24 of the California Administrative Code and are required of all residential structures. (GP)

- Orient commercial development toward pedestrian use. Buildings should be designed and sited so as to present a human-scale environment, including convenient and comfortable pedestrian access, seating areas, courtyards, landscaping and convenient pedestrian access to the public sidewalk. (GP)

- Chapter 8. **Energy Conservation 8.4.11** The City of Moreno Valley, through its housing rehabilitation programs provides grants or loan funds that include work for energy conservation repairs or replacements. The City of Moreno Valley, through its Neighborhood Preservation division, participates in utility energy conservation programs sponsored by private sector utility companies. When households participating in the City's housing rehabilitation programs require additional assistance in the area of energy conservation, utility discounts or replacement of inefficient appliances, staff provides information on programs available through utility companies. Depending on the availability of funds, utility companies make available weatherization services, replacement of inefficient air conditioners with evaporative coolers, replacement of refrigerators that are over 10 years old, repair or replacement of inefficient furnaces as well as free energy efficient compact fluorescent light bulbs. (GP)

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- **Objective 4.3** Develop a hierarchical system of trails which contribute to environmental quality and energy conservation by providing alternatives to motorized vehicular travel and opportunities for recreational equestrian riding, bicycle riding, and hiking, and that connects with major regional trail systems. (GP)
- 5-13 Implement Transportation Demand Management (TDM) strategies that reduce congestion in the peak travel hours. Examples include carpooling, telecommuting, and flexible work hours. (GP)
- 7.5.2 Encourage energy efficient modes of transportation and fixed facilities, including transit, bicycle, equestrian, and pedestrian transportation. Emphasize fuel efficiency in the acquisition and use of City-owned vehicles. (GP)
- 7.5.3 Locate areas planned for commercial, industrial and multiple family density residential development within areas of high transit potential and access. (GP)
- Chapter 5. Transportation Demand Management 5.3.5 Transportation Demand Management (TDM) strategies reduce dependence on the single-occupant vehicle, and increase the ability of the existing transportation system to carry more people. The goal of TDM is to reduce single occupant vehicle trips during peak hours and modify the vehicular demand for travel.

  A reduction in peak hour trips and a decrease in non-attainment pollutants can be achieved through the implementation of TDM strategies. Examples of the strategies include: carpooling, telecommuting, flexible work hours, and electronic commerce that enables people to work and shop from home.

- 7.5.1 Encourage building, site design, and landscaping techniques that provide passive heating and cooling to reduce energy demand. (GP)

  - 7.8.1 Encourage recycling projects by individuals, non-profit organizations, corporations and local businesses, as well as programs sponsored through government agencies. (GP)
  - Chapter 7. Solid Waste 7.3. The City Council adopted a "Source Reduction and Recycling Element" in 1992, describing how Moreno Valley plans to meet the goals mandated by AB939. The element includes strategies to address various components of the solid waste challenge, including the character of the waste stream, source reduction, recycling, composting, special waste (e.g. construction debris, auto bodies, medical waste, tires and appliances), education and public information, disposal facility capacity, funding and integration of the various components.

    Moreno Valley works in concert with the local waste hauling company to meet its waste diversion requirements. Residential customers place recyclable materials at the curb for collection by the waste hauler, Waste Management of the Inland Empire. The waste hauler separates and markets the recyclable materials, including cardboard, paper, tin/metal, aluminum cans, plastics

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and glass. In 2004, fifty-one percent of the solid waste generated in Moreno Valley was diverted from landfills. (GP)

- 7.3.1 Require water conserving landscape and irrigation systems through development review. Minimize the use of lawn within private developments, and within parkway areas. The use of mulch and native and drought tolerant landscaping shall be encouraged. (GP)
- 7.3.2 Encourage the use of reclaimed wastewater, stored rainwater, or other legally acceptable non-potable water supply for irrigation. (GP)
- 7-2 Advocate for natural drainage channels to the Riverside County Flood Control District, in order to assure the maximum recovery of local water, and to protect riparian habitats and wildlife. (GP)
- 7-4 Provide guidelines for preferred planting schemes and specific species to encourage aesthetically pleasing landscape statements that minimize water use. (GP)
- Maintenance of systems for water supply and distribution; wastewater collection, treatment, and disposal; solid waste collection and disposal; and energy distribution which are capable of meeting the present and future needs of all residential, commercial, and industrial customers within the City of Moreno Valley. (GP)
- 7-3 Maintain a close working relationship with EMWD to ensure that EMWD plans for and is aware of opportunities to use reclaimed water in the City. (GP)
- Provide landscaping in automobile parking areas to reduce solar heat and glare. (GP)
- 6.7.6 Require building construction to comply with the energy conservation requirements of Title 24 of the California Administrative Code. (GP)
- 7.5.4 Encourage efficient energy usage in all city public buildings. (GP)
- 7.5.5 Encourage the use of solar power and other renewable energy systems. (GP)
- A dark sky policy
- Chapter 9. 2.10.7 On-site lighting should not cause nuisance levels of light or glare on adjacent properties. (GP)
- Chapter 9. 2.10.8 Lighting should improve the visual identification of structures. Within commercial areas, lighting should also help create a festive atmosphere by outlining buildings and encouraging nighttime use of areas by pedestrians.(GP)

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Resources

- ICLIE - Local Governments for Sustainability (ICLEI) is a membership association of local governments committed to advancing climate protection and sustainable development.
- The Energy Coalition
- Community Energy Partnership
- Southern California Edison
- The Gas Company
- Eastern Municipal Water District
- Energy Star
- WRCOG
- Waste Management
- Moreno Valley Utilities
- Moreno Valley Unified School District
- Val Verde Unified School District

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Final

CITY OF MORENO VALLEY

Greenhouse Gas Analysis

February 2012

Prepared for:

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ATTACHMENT 2

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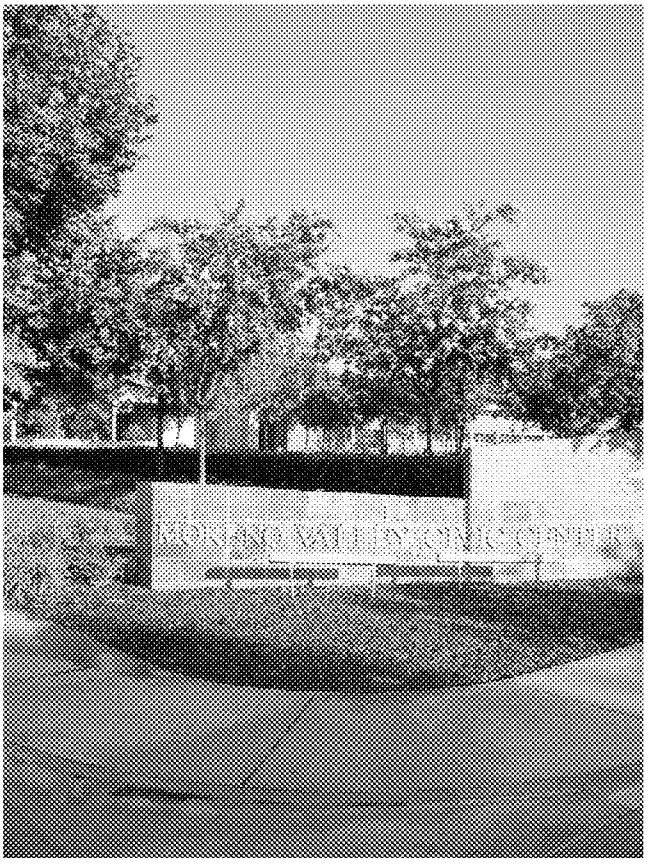

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ACRONYMS

AB 32	Assembly Bill 32, The California Climate Change Solutions Act of 2006
ATMS	Advanced Transportation Management Systems
ADWF	Average Daily Wastewater Flow
BAU	Business-As-Usual scenario
BTU	British thermal unit
CARB	California Air Resources Board
CAA	Clean Air Act
CAAQS	California Ambient Air Quality Standards
Cal EPA	California Environmental Protection Agency
CAS	California Climate Adaption Strategy
CAT	Climate Action Team
CCAT	California Climate Action Team
CCAR	California Climate Action Registry
CCR	California Code of Regulations
CCTP	Climate Change Technology Program
CEC	California Energy Commission
CEQA	California Environmental Quality Act
CFC	Chlorofluorocarbons
C_2F_6	Hexafluoroethane
CF_4	Carbon Tetrafluoride
CH_4	Methane
CIWMB	California Integrated Waste Management Board
CO	Carbon Monoxide
CO_2	Carbon Dioxide
CO_2e	Carbon dioxide Equivalent
DPM	Diesel Particulate Matter
EMFAC2007	On-Road Emission Factors published by the CARB in 2007
EMWD	Eastern Metropolitan Water District
GCC	Global Climate Change
GHG	Greenhouse Gas
GWh	Gigawatt Hours
GWP	Global Warming Potential
HFC	Hydrofluorocarbons

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HFC-23	Trifluoromethane
HFC-134	Hydrofluorocarbon 134
HFC-152a	Difluoroethane
IPCC	Intergovernmental Panel on Climate Change
Lbs/year	Pounds per Year
LEED	Leadership in Energy and Environmental Design
MMBTU	Million BTUs
MMT	Million Metric Tons
MMT CO_2e	Million Metric Tons Carbon Dioxide Equivalent
MVU	Moreno Valley Utility
MWD	Metropolitan Water District of Southern California
MWh/year	Megawatt hours per year
MWh	Megawatt hours
N_2O	Nitrous Oxide
O_3	Ozone
OPR	California Office of Planning and Research
PSD	Prevention of Significant Deterioration
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCE	Southern California Edison
SCG	Southern California Gas Company
SIP	State Implementation Plan
SF_6	Sulfur Hexafluoride
SRI	Solar Reflective Index
UNFCCC	United Nations Framework Convention on Climate Change
URBEMIS 2007	Urban Emissions Model, version 9.2 published in June 2007
USEPA	United States Environmental Protection Agency
VMT	Vehicle miles traveled

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EXECUTIVE SUMMARY

The City of Moreno Valley is committed to providing a more livable, equitable, and economically vibrant community through the incorporation of sustainability features and reduction of greenhouse gas (GHG) emissions. By using energy more efficiently, harnessing renewable energy to power our buildings, recycling our waste, conserving water, and enhancing access to sustainable transportation modes, Moreno Valley will keep dollars in our local economy, create new green jobs and improve community quality of life. These efforts toward reducing GHG emissions described in this report must be done in coordination with the City's land use decisions. The foundation of planning land use decisions is found in the General Plan policies and programs.

Through this GHG Analysis, Moreno Valley has established goals and policies that incorporate environmental responsibility into its daily management of residential, commercial and industrial growth, education, energy and water use, air quality, transportation, waste reduction, economic development, and open space and natural habitats to further their commitment.

The first step in completing the Moreno Valley GHG Analysis was to inventory the City's GHG emissions. Moreno Valley's community-wide emissions were calculated for the year 2007 and 2010. Sources of emissions include transportation, electricity and natural gas use, landscaping, water and wastewater pumping and treatment, and treatment and decomposition of solid waste. The 2007 inventory represents conditions prior to the economic recession and will be used to set the target for reducing emissions by the year 2020. The 2010 inventory was calculated using the most recent data available; this inventory serves as a baseline to demonstrate Moreno Valley's progress toward reducing emissions. The City's GHG emissions amounted to 939,639 metric tons (MT) of CO_2e community-wide in 2007 and 920,712 MT CO_2e in 2010.

Following the state's adopted GHG reduction target, Moreno Valley has set a goal to reduce emissions back to 1990 levels by the year 2020. This target was calculated as a 15 percent decrease from 2007 levels. The AB 32 Scoping Plan suggests a 15 percent decrease from existing levels; however, the Scoping Plan was based on 2005 emissions. For Moreno Valley, 2007 was the year closest to 2005 with the best data available. The projected business-as-usual emissions for the year 2020, based on population and housing growth estimates, are 1,298,546 metric tons of CO_2e. In order to reach the reduction target, Moreno Valley must offset this growth in emissions and reduce community-wide emissions to 798,693 metric tons CO_2e by the year 2020.

The City of Moreno Valley has already demonstrated its commitment to sustainability through a variety of programs and policies. These programs include EECBG-funded energy upgrade projects, participation in the Community Energy Partnership, tracking of building energy use through the Energy Star Portfolio Manager, and the Solar Incentive Program for Moreno Valley Utility customers.

Various state policies have enacted programs that will also contribute to reduced GHG emission in Moreno Valley by the year 2020. Some of these policies are: Renewable Portfolio Standard, Pavley Vehicle Emissions Standards, Low Carbon Fuel Standards, and updated Title 24 building standards. By

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supporting the state in the implementation of these measures, Moreno Valley will experience substantial emissions reductions.

In order to reach the reduction target laid out in this GHG Analysis, Moreno Valley needs to implement the additional reduction measures described in this report. These measures encourage energy efficient retrofits, transportation oriented planning, water conservation, and increase recycling and reduced landfill waste. Table ES-1, below, summarizes the community wide emissions for 2007, 2010, 2020 business-as-usual (BAU), and the reduced 2020 inventory with the inclusion of the reduction measures.

Table ES-1 Projected GHG Emissions Comparison

Source Category	Metric tons of CO_2e				% Reduced from BAU
	2007	2010	BAU 2020	Reduced 2020	
Transportation	517,098	513,581	788,267	421,561	46.5
Energy	287,261	277,230	356,192	251,372	29.4
Area Sources	69,390	69,437	84,665	73,046	13.7
Water and Wastewater	21,595	16,831	20,216	14,158	30.0
Solid Waste	44,294	43,633	49,203	38,000	22.8
Total	**939,639**	**920,712**	**1,298,543**	**798,137**	**38.5**
2020 Emission Reduction Target			**798,693**	**798,693**	

Note: Mass emissions of CO_2e shown in the table are rounded to the nearest whole number. Totals shown may not add up due to rounding.

This report sets a baseline for the City's GHG emissions, projects how these emissions will grow, and includes strategies to reduce emissions to a level consistent with California's emissions reduction target. These strategies complement the City's General Plan policies and are consistent with Moreno Valley's vision for a more sustainable community.

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Chapter 1 Introduction

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The City of Moreno Valley is committed to providing a more livable, equitable and economically vibrant community through the reduction of greenhouse gas (GHG) emissions. By using energy more efficiently, harnessing renewable energy to power our buildings, recycling our waste, and enhancing access to sustainable transportation modes, we can keep dollars in our local economy, create new green jobs and improve community quality of life.

This section describes the purpose and goals of this report; describes the relationship of the report to the current City General Plan; provides background information on GHG emissions; and summarizes the regulatory framework surrounding GHG emissions and climate change.

1.1 Purpose

The analysis was completed under the premise that the City and the community it represents are uniquely capable of addressing emissions associated with sources under the City's jurisdiction. The City's emission reduction efforts should coordinate with the state strategies in order to accomplish emission reductions in an efficient and cost effective manner. The City developed this document with the following purposes in mind:

- Create a GHG baseline from which to benchmark GHG reductions;
- Provide a plan that is consistent with and complementary to: the GHG emissions reduction efforts being conducted by the State of California through the Global Warming Solutions Act (AB 32); the Federal Government through the actions of the Environmental Protection Agency; and the global community through the Kyoto Protocol; and
- Guide the development, enhancement, and implementation of actions that reduce GHG emissions.

1.2 Goals

With regards to reducing GHG emissions, the City identified the following achievement goals:

- Provide a list of specific measures that will reduce GHG emissions from community sources and municipal operations.
- Reduce emissions attributable to Moreno Valley to levels at or below 1990 GHG emissions by year 2020 consistent with the target reductions of AB 32.

1.3 Relationship to the City's General Plan

The current Moreno Valley General Plan discusses the City's vision and the realization of this vision the following areas: Community Development; Economic Development; Parks, Recreation, and Open Spaces; Circulation; Safety; Conservation; and Housing. Many of the policies of the General Plan indirectly reduce GHG emissions by conserving energy, promoting the use of alternative transportation,

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and reducing waste sent to landfills. These policies that are related to reducing GHG emissions are summarized in Section 4.1.

1.4 Background

This report achieves the purpose and goals described above by providing: an analysis of GHG emissions and sources attributable to the City of Moreno Valley; estimates on how those emissions are expected to increase to 2020; and recommended policies and actions that can reduce GHG emissions to meet State, Federal and International targets.

The following discussion includes a brief overview regarding the nature of GHG emissions, the climate change impacts anticipated within the City of Moreno Valley, and the international, federal, state, and local regulatory framework designed to address climate change. Additional details about these topics are included in Appendix __ of this document.

1.5 Greenhouse Gases

Parts of the Earth's atmosphere act as an insulating blanket, trapping sufficient solar energy to keep the global average temperature within a suitable range. The 'blanket' is a collection of atmospheric gases called 'greenhouse gases' or GHGs based on the idea that these gases also trap heat like the glass walls of a greenhouse. These gases, mainly water vapor, carbon dioxide, methane, nitrous oxide, ozone, and chlorofluorocarbons (CFCs) all act as effective global insulators, reflecting back to earth infrared radiation. Human activities, such as producing electricity and driving internal combustion vehicles, emit these gases in the atmosphere.

Due to the successful global bans on chlorofluorocarbons (primarily used as refrigerants, aerosol propellants and cleaning solvents), Moreno Valley does not generate significant emissions of these GHGs and therefore, they are not considered any further in this analysis. This also includes other synthesized gases such as HFCs and CF_4 which have been banned and are no longer available on the market. Because of the ban, Moreno Valley will not generate emissions of these GHGs and therefore, they are not considered any further in this analysis.

Another GHG with a high global warming potential is sulfur hexafluoride, which is mainly used as a gaseous dielectric medium in electric switchgear of high voltage electric transmission lines and medical use in retinal detachment surgery and ultrasound imaging. In both uses, sulfur hexafluoride is not released to the atmosphere and therefore, it is not considered further in this analysis.

Because GHGs have variable potencies, a common unit of measurement, the carbon dioxide equivalent (CO_2e) is used to report the combined potency from all of the GHGs. The potency each GHG has in the atmosphere is measured as a combination of the volume of its emissions and its global warming

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potential[1], and is expressed as a function of the potency with respect to the same mass of carbon dioxide. Thus, by multiplying the individual gas by its global warming potential, the emissions of each individual gas can be measured in terms of metric tons of CO_2e (MT CO_2e).

1.6 Regulatory Setting

In an effort to stabilize GHG emissions and reduce impacts associated with climate change, international agreements, as well as federal and State actions were implemented beginning as early as 1988. The international, federal, State, regional, and local government agencies discussed below work jointly, as well as individually, to address GHG emissions through legislation, regulations, planning, policy-making, education, and a variety of programs.

International and Federal

KYOTO PROTOCOL

The United States participated in the United Nations Framework Convention on Climate Change (UNFCCC) signed on March 21, 1994. The Kyoto Protocol is a treaty made under the UNFCCC and was the first international agreement to regulate GHG emissions. It has been estimated that if the commitments outlined in the Kyoto Protocol are met, global GHG emissions could be reduced by an estimated 5 percent from 1990 levels during the first commitment period of 2008–2012 (UNFCCC 1997). It should be noted that although the United States is a signatory to the Kyoto Protocol, Congress has not ratified the Protocol and the United States is not bound by the Protocol's commitments.

In anticipation of providing an updated international treaty for the reduction of GHG emissions, representatives from 170 countries met in Copenhagen in December 2009 to ratify an updated UNFCCC agreement (Copenhagen Accord). The Copenhagen Accord, a voluntary agreement between the United States, China, India, and Brazil, recognizes the need to keep global temperature rise to below 2 ^{0}C and obliges signatories to establish measures to reduce GHG emissions and prepare to help poorer countries in adapting to climate change. The countries met again in Cancun in December 2010 and adopted the Cancun Agreements, which reinforces and builds upon the Copenhagen Accord. The nations agreed to recognize country targets, develop low-carbon development plans and strategies, and report inventories annually. In addition, agreements were made regarding financing for developing countries and technology support and coordination among all nations. The next conference of the parties is scheduled for December 2011 in South Africa.

CLIMATE CHANGE TECHNOLOGY PROGRAM

The United States has opted for a voluntary and incentive-based approach toward emissions reductions in lieu of the Kyoto Protocol's mandatory framework. The Climate Change Technology Program (CCTP) is

[1] The potential of a gas or aerosol to trap heat in the atmosphere.

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a multi-agency research and development coordination effort (led by the Secretaries of Energy and Commerce) that is charged with carrying out the President's National Climate Change Technology Initiative.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

The United States Environmental Protection Agency (USEPA) is responsible for implementing federal policy to address global climate change. The Federal government administers a wide array of public-private partnerships to reduce GHG intensity generated by the United States. These programs focus on energy efficiency, renewable energy, methane and other non-carbon dioxide gases, agricultural practices, and implementation of technologies to achieve GHG reductions. The USEPA implements several voluntary programs that substantially contribute to the reduction of GHG emissions.

In Massachusetts v. Environmental Protection Agency (Docket No. 05–1120), argued November 29, 2006 and decided April 2, 2007, the U.S. Supreme Court held that the USEPA has authority to regulate GHG, and the USEPA's reasons for not regulating this area did not fit the statutory requirements. As such, the U.S. Supreme Court ruled that the USEPA should be required to regulate carbon dioxide and other GHGs as pollutants under Section 202(a)(1) of the federal Clean Air Act (CAA).

EPA issued a Final Rule for mandatory reporting of GHG emissions in October 2009. This Final Rule applies to fossil fuel suppliers, industrial gas suppliers, direct GHG emitters, and manufactures of heavy-duty and off-road vehicles and vehicle engines, and requires annual reporting of emissions. The Final Rule was effective December 29, 2009, with data collection to begin on January 1, 2010, and the first annual reports due in September 2011. This rule does not regulate the emission of GHGs—it only requires monitoring and reporting of GHG emissions for those sources above certain thresholds (EPA 2009). EPA adopted a Final Endangerment Finding for the six defined GHGs on December 7, 2009. The Endangerment Finding is required before EPA can regulate GHG emissions under Section 202(a)(1) of the CAA in fulfillment of the U.S. Supreme Court decision.

On May 13, 2010, the USEPA issued a final rule that establishes a common sense approach to addressing GHG emissions from stationary sources under the CAA permitting programs. This final rule sets a threshold of 75,000 tons per year for GHG emissions. New and existing industrial facilities that meet or exceed that threshold will require a permit under the New Source Review Prevention of Significant Deterioration (PSD) and title V Operating Permit programs. This rule took effect on January 2, 2011.

State

CALIFORNIA AIR RESOURCES BOARD

The California Air Resources Board, a part of the California EPA (CalEPA) is responsible for the coordination and administration of both federal and state air pollution control programs within

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California. In this capacity, CARB conducts research, sets state ambient air quality standards (California Ambient Air Quality Standards (CAAQS)), compiles emission inventories, develops suggested control measures, and provides oversight of local programs. CARB establishes emissions standards for motor vehicles sold in California, consumer products (such as hairspray, aerosol paints, and barbecue lighter fluid), and various types of commercial equipment. It also sets fuel specifications to further reduce vehicular emissions. CARB has primary responsibility for the development of California's State Implementation Plan (SIP), for which it works closely with the federal government and the local air districts.

EXECUTIVE ORDER S-3-05

California Governor Arnold Schwarzenegger announced on June 1, 2005, through Executive Order S-3-05, the following GHG emission reduction targets:

- By 2010, California shall reduce GHG emissions to 2000 levels;
- By 2020, California shall reduce GHG emissions to 1990 levels; and
- By 2050, California shall reduce GHG emissions to 80 percent below 1990 levels.

The first California Climate Action Team (CCAT) Report to the Governor in 2006 contained recommendations and strategies to help meet the targets in Executive Order S-3-05. In April 2010, the Draft California Action Team (CAT) Biennial Report expanded on the policy oriented 2006 assessment. The new information detailed in the CAT Assessment Report includes development of revised climate and sea-level projections using new information and tools that have become available in the last two years; and an evaluation of climate change within the context of broader social changes, such as land-use changes and demographic shifts [2]. The action items in the report focus on the preparation of the Climate Change Adaptation Strategy, required by Executive Order S-13-08, described below.

ASSEMBLY BILL 1493, CLEAN CAR STANDARDS

AB 1493 (also known as the Pavley Bill, in reference to its author Fran Pavley) was enacted in 2002 and requires the "maximum feasible and cost effective reduction" of GHGs from automobiles and light-duty trucks. Subsequently, in 2004, CARB approved the "Pavley I" regulations limiting the amount of GHGs that may be released from new passenger automobiles beginning with model year 2009 through 2016; these regulations would reduce emissions by 30% from 2002 levels by 2016. The second set of regulations ("Pavley II") is currently in development and will cover model years 2017 through 2025 in order to reduce emissions by 45% by the year 2020. The automotive industry legally challenged the bill claiming that the federal gas mileage standards preempted these state regulations. In 2005, California filed a waiver request to the U.S. EPA in order to implement the GHG standards and in March of 2008, the U.S. EPA denied the request. However, in June 2009, the decision was reversed and the U.S. EPA

[2] California Environmental Protection Agency, Climate Action Team Report to Governor Schwarzenegger and the Legislature, March 2006.

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granted California the authority to implement the GHG reduction standards for passenger cars, pickup trucks, and sport utility vehicles.

In September 2009, CARB adopted amendments to the "Pavley I" regulations that cemented California's enforcement of the Pavley rule starting in 2009 while providing vehicle manufacturers with new compliance flexibility. The amendments also allowed California to coordinate its rules with the federal rules for passenger vehicles.

ASSEMBLY BILL 32, THE CALIFORNIA GLOBAL WARMING SOLUTIONS ACT OF 2006

In 2006, the California State Legislature adopted AB 32, the California *Global Warming Solutions Act of 2006*. AB 32 focuses on reducing GHG in California. GHGs as defined under AB 32 include carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride. AB 32 required CARB to adopt rules and regulations that would achieve GHG emissions equivalent to 1990 statewide levels by 2020. On or before June 30, 2007, CARB was required to publish a list of discrete early action GHG emission reduction measures that would be implemented by 2010. The law further required that such measures achieve the maximum technologically feasible and cost effective reductions in GHGs from sources or categories of sources to achieve the statewide GHG emissions limit for 2020.

CARB published its final report for Proposed Early Actions to Mitigate Climate Change in California in October 2007. This report described recommendations for discrete early action measures to reduce GHG emissions. The measures included are part of California's strategy for achieving GHG reductions under AB 32. Three new regulations are proposed to meet the definition of "discrete early action GHG reduction measures," which include the following: a low carbon fuel standard; reduction of HFC-134a emissions from non-professional servicing of motor vehicle air conditioning systems; and improved landfill methane capture[3]. CARB estimates that by 2020, the reductions from those three measures would be approximately 13-26 million metric tons (MMT) CO_2e.

Under AB 32, CARB has the primary responsibility for reducing GHG emissions. CARB has published a staff report titled California 1990 GHG Emissions Level and 2020 Emissions Limit[4] that determined the statewide levels of GHG emissions in 1990 to be 427 million MT CO_2e. Additionally, in December 2008, CARB adopted the Climate Change Scoping Plan, which outlines the state's strategy to achieve the 2020 GHG limit. This Scoping Plan proposes a comprehensive set of actions designed to reduce overall GHG emissions in California, improve the environment, reduce dependence on oil, diversify energy sources, save energy, create new jobs, and enhance public health. The plan emphasizes a cap-and-trade program, but also includes the discrete early actions.

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[3] California EPA- California Air Resources Board, Proposed Early Actions to Mitigate Climate Change in California, October 2007.

[4] California EPA- California Air Resources Board, California 1990 GHG Emissions Level and 2020 Emissions Limit, November 2007.

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SENATE BILL 97 (SB 97)

SB 97, enacted in 2007, amends the CEQA statute to clearly establish that GHG emissions and the effects of GHG emissions are appropriate subjects for CEQA analysis. It directed the California Office of Planning and Research (OPR) to develop draft CEQA Guidelines "for the mitigation of GHG emissions or the effects of GHG emissions" and directed the Resources Agency to certify and adopt the State CEQA Guidelines.

On April 13, 2009, OPR submitted the proposed amendments to the Secretary for Natural Resources. The Natural Resources Agency conducted formal rulemaking in 2009, certified, and adopted the amendments in December 2009. The California Office of Administrative Law codified into law the amendments in March 2010. The amendments became effective in June 2010 and provide regulatory guidance with respect to the analysis and mitigation of the potential effects of GHG emissions.

CEQA Guidelines § 15183.5, Tiering and Streamlining the Analysis of GHG Emissions, was added as part of the CEQA Guideline amendments and describes the criteria needed in a Climate Action Plan that would allow for the tiering and streamlining of CEQA analysis for subsequent development projects. The following quote is from the CEQA Guideline amendments:

"§15183.5. Tiering and Streamlining the Analysis of Greenhouse Gas Emissions.

(a) Lead agencies may analyze and mitigate the significant effects of greenhouse gas emissions at a programmatic level, such as in a general plan, a long range development plan, or a separate plan to reduce greenhouse gas emissions. Later project-specific environmental documents may tier from and/or incorporate by reference that existing programmatic review. Project-specific environmental documents may rely on an EIR containing a programmatic analysis of greenhouse gas emissions as provided in section 15152 (tiering), 15167 (staged EIRs) 15168 (program EIRs), 15175-15179.5 (Master EIRs), 15182 (EIRs Prepared for Specific Plans), and 15183 (EIRs Prepared for General Plans, Community Plans, or Zoning).

(b) Plans for the Reduction of Greenhouse Gas Emissions. Public agencies may choose to analyze and mitigate significant greenhouse gas emissions in a plan for the reduction of greenhouse gas emissions or similar document. A plan to reduce greenhouse gas emissions may be used in a cumulative impacts analysis as set forth below. Pursuant to sections 15064(h)(3) and 15130(d), a lead agency may determine that a project's incremental contribution to a cumulative effect is not cumulatively considerable if the project complies with the requirements in a previously adopted plan or mitigation program under specified circumstances.

(1) Plan Elements. A plan for the reduction of greenhouse gas emissions should:

(A) Quantify greenhouse gas emissions, both existing and projected over a specified time period, resulting from activities within a defined geographic area;

(B) Establish a level, based on substantial evidence, below which the contribution to greenhouse gas emissions from activities covered by the plan would not be cumulatively considerable;

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(C) Identify and analyze the greenhouse gas emissions resulting from specific actions or categories of actions anticipated within the geographic area;

(D) Specify measures or a group of measures, including performance standards, that substantial evidence demonstrates, if implemented on a project-by-project basis, would collectively achieve the specified emissions level;

(E) Establish a mechanism to monitor the plan's progress toward achieving the level and to require amendment if the plan is not achieving specified levels;

(F) Be adopted in a public process following environmental review.

(2) Use with Later Activities. A plan for the reduction of greenhouse gas emissions, once adopted following certification of an EIR or adoption of an environmental document, may be used in the cumulative impacts analysis of later projects. An environmental document that relies on a greenhouse gas reduction plan for a cumulative impacts analysis must identify those requirements specified in the plan that apply to the project, and, if those requirements are not otherwise binding and enforceable, incorporate those requirements as mitigation measures applicable to the project. If there is substantial evidence that the effects of a particular project may be cumulatively considerable notwithstanding the project's compliance with the specified requirements in the plan for the reduction of greenhouse gas emissions, an EIR must be prepared for the project."

EXECUTIVE ORDER S-13-08

On November 14, 2008, Governor Schwarzenegger issued Executive Order S-13-08, the Climate Adaptation and Sea Level Rise Planning Directive, which provides clear direction for how the State should plan for future climate impacts. Executive Order S-13-08 calls for the implementation of four key actions to reduce the vulnerability of California to climate change:

- Initiate California's first statewide Climate Change Adaptation Strategy (CAS) that will assess the State's expected climate change impacts, identify where California is most vulnerable, and recommend climate adaptation policies;
- Request that the National Academy of Sciences establish an expert panel to report on sea level rise impacts in California in order to inform State planning and development efforts;
- Issue interim guidance to State agencies for how to plan for sea level rise in designated coastal and floodplain areas for new and existing projects; and
- Initiate studies on critical infrastructure and land-use policies vulnerable to sea level rise.

The 2009 CAS report summarizes the best known science on climate change impacts in the state to assess vulnerability, and outlines possible solutions that can be implemented within and across state

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agencies to promote resiliency. This is the first step in an ongoing, evolving process to reduce California's vulnerability to climate impacts[5].

CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 24, PART 6

CCR Title 24, Part 6: *California's Energy Efficiency Standards for Residential and Nonresidential Buildings* (Title 24) were first established in 1978 in response to a legislative mandate to reduce California's energy consumption. The standards are updated periodically to allow consideration and possible incorporation of new energy efficiency technologies and methods. Although it was not originally intended to reduce GHG emissions, electricity production by fossil fuels results in GHG emissions and energy efficient buildings require less electricity. Therefore, increased energy efficiency results in decreased GHG emissions.

The Energy Commission adopted 2008 Standards on April 23, 2008 and the Building Standards Commission approved them for publication on September 11, 2008. These updates became effective on August 1, 2009. The Energy Commission adopted the 2008 changes to the Building Energy Efficiency Standards for several reasons:

- To provide California with an adequate, reasonably priced, and environmentally sound supply of energy;
- To respond to AB 32, the Global Warming Solutions Act of 2006, which mandates that California must reduce its GHG emissions to 1990 levels by 2020;
- To pursue California energy policy, which states that energy efficiency is the resource of first choice for meeting California's energy needs;
- To act on the findings of California's Integrated Energy Policy Report (IEPR) that concludes that the Standards are the most cost effective means to achieve energy efficiency, expects the Building Energy Efficiency Standards to continue to be upgraded over time to reduce electricity and peak demand, and recognizes the role of the Standards in reducing energy related to meeting California's water needs and in reducing GHG emissions;
- To meet the West Coast Governors' Global Warming Initiative commitment to include aggressive energy efficiency measures into updates of state building codes; and
- To meet the Executive Order in the Green Building Initiative to improve the energy efficiency of nonresidential buildings through aggressive standards.

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[5] California Natural Resources Agency, 2009 California Climate Adaption Strategy- A Report to the Governor in Response to Executive Order S-13-2008, WWW.Climatechange.Ca.Gov/Adaptation, September 2009

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SENATE BILL 375

Senate Bill 375 (SB 375), which establishes mechanisms for the development of regional targets for reducing passenger vehicle GHG emissions, was adopted by the State on September 30, 2008. On September 23, 2010, CARB adopted the vehicular GHG emissions reduction targets that had been developed in consultation with the metropolitan planning organizations (MPOs); the targets require a 7 to 8 percent reduction by 2020 and between 13 to 16 percent reduction by 2035 for each MPO. SB 375 recognizes the importance of achieving significant GHG reductions by working with cities and counties to change land use patterns and improve transportation alternatives. Through the SB 375 process, MPOs will work with local jurisdictions in the development of sustainable communities strategies (SCS) designed to integrate development patterns and the transportation network in a way that reduces GHG emissions while meeting housing needs and other regional planning objectives. MPOs will prepare their first SCS according to their respective regional transportation plan (RTP) update schedule; to date, no region has adopted an SCS. The first of the RTP updates with SCS strategies are expected in 2012.

The Southern California Association of Governments (SCAG) is the MPO serving the area including Moreno Valley. SCAG is currently in the process of developing the 2012 RTP and SCS for their jurisdiction aimed at attaining the reduction targets of an 8% per capita reduction in GHG emissions from passenger vehicles by the year 2020 and a 13% reduction by 2035. SCAG is currently developing the SCS and expecting to adopt the SCS, RTP, and the associated programmatic EIR in April 2012. Many of the transportation-related reduction measures included in this analysis will coordinate with efforts in SCAG's SCS.

CALIFORNIA GREEN BUILDING CODE 2010

The California Green Building Standards Code referred to as CALGreen went into effect on January 1, 2011. The code sets new mandatory measures with sensible minimum standards for all new structures in the State. Each local jurisdiction can additionally exceed the new standards by adopting CALGreen voluntary measures as mandatory in their jurisdiction. The measures aim to reduce water consumption, employ building commissioning to increase building system efficiencies, divert construction waste from landfills, and install low pollutant-emitting finish materials.

CALGreen has approximately 52 nonresidential mandatory measures and an additional 130 provisions that have been placed in the appendix for optional use. Some key mandatory measures for commercial occupancies include specified parking for clean air vehicles, a 20% reduction of potable water use within buildings, a 50% construction waste diversion from landfills, use of building finish materials that emit low levels of volatile organic compounds (VOCs), and commissioning for new, nonresidential buildings over 10,000 square feet. For residential buildings, some key measures include a 20% reduction in water use, required irrigation controllers for outdoor water use, 50% construction waste diversion from landfills, and required use of low-VOC paints and building materials (CBSC 2010).

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Regional

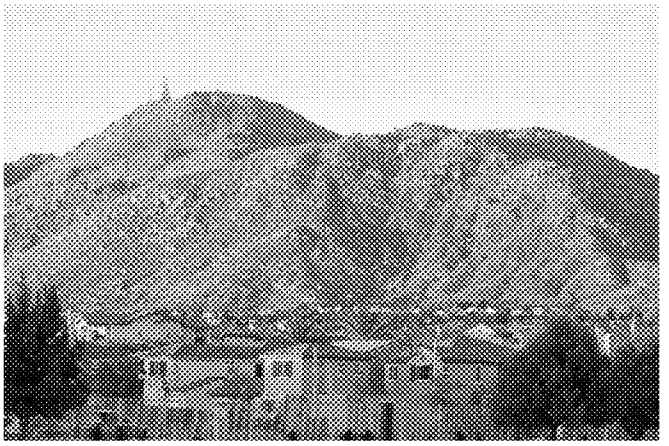

The City of Moreno Valley is located in the South Coast Air Basin, and the South Coast Air Quality Management District (SCAQMD) is the agency principally responsible for comprehensive air pollution control in the Basin. In order to provide GHG emission guidance to the local jurisdictions within the South Coast Air Basin, the SCAQMD has organized a Working Group to develop GHG emission analysis guidance and thresholds.

SCAQMD released a draft guidance document regarding interim CEQA GHG significance thresholds in October 2008, and issued revised interim CEQA GHG significance threshold in January 2009. On December 5, 2008, the SCAQMD Governing Board adopted the staff proposal for an interim GHG significance threshold for projects where the SCAQMD is lead agency. SCAQMD proposed a tiered approach, whereby the level of detail and refinement needed to determine significance increases with a project's total GHG emissions. The tiered approach defines projects that are exempt under CEQA and projects that are within a GHG Reduction Plan as less than significant.

SCAQMD has also begun work on an energy policy that integrates criteria and toxic air contaminants, GHGs, and energy issues to ensure clean air and a healthy economy. The policy includes energy facts and statistics related to the South Coast region, policies for the SCAQMD staff to promote zero emissions and clean energy, and actions for staff to take to develop plans to reduce energy use and air emissions and participate in state regulatory proceedings. The draft policy will be presented to the board on July 8, 2011. (SCAQMD 2011)

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Chapter 2 Methodology

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2.1 Overview

GHG inventories include all major sources of emissions attributable directly or indirectly to the City's municipal operations or activities within the community the City serves. GHG inventories are divided into two broad categories, Municipal GHG inventories and Community-wide GHG inventories. Municipal GHG Inventories are emissions resulting from City municipal operations. Community-wide GHG inventories are a broader measure of emissions associated with both the activities within the community the City serves and the municipal operations. As such, the Municipal GHG inventory is a subset of the larger Community-wide GHG inventory. The methodology for preparing GHG inventories incorporates the protocols, methods, and emission factors found in the California Climate Action Registry (CCAR) *General Reporting Protocol* (version 3.1, January 2009), the *Local Government Operations Protocol* (LGOP) (version 1.1, May 2010), and the *Draft Community-wide GHG Emissions Protocol* under development by the Association of Environmental Professionals (AEP) and the International Council for Local Environmental Initiatives (ICLEI). The LGOP provides the guidance and protocols in the development of the Municipal GHG inventory. Currently, there is not an adopted protocol for the development of Community-wide GHG inventories. However, the AEP/ICLEI Draft Community-wide GHG Emissions Protocols provide draft guidance in the development of the Community-wide inventory.

The LGOP and the draft AEP/ICLEI Draft Community-wide GHG Emissions Protocols categorize GHG emissions into three distinct "scopes" as a way of organizing GHG emissions, as follows:

- **Scope 1 Emissions** – All "direct" sources of community-wide GHG emissions from sources within the jurisdictional boundaries of the City. This includes fuel burned onsite in buildings and equipment such as natural gas or diesel fuel; transportation fuels burned in motor vehicles; and wood-burning emissions from household hearths. For inventories of only municipal operations, these emissions are limited to activities under the operational control of the local government.

- **Scope 2 Emissions** – Encompasses "indirect" sources of GHG emissions resulting from the consumption of purchased electricity, which is electricity used by the residents, businesses, and City's facilities. An "indirect" source is one where the action that generates GHGs is separated from where the GHGs are actually emitted. For example, when a building uses electricity, it necessitates the burning of fossil fuels, such as coal or natural gas (and resultant release of GHGs) to generate electricity by a utility facility located elsewhere. Thus they are distinguished from *direct* emissions (i.e., Scope 1 emissions) from electricity production, which are reported by the utility itself, in order to avoid double counting.

- **Scope 3 Emissions** is an optional reporting category that encompasses all other "indirect emissions" that are a consequence of activities of the City's residents and businesses, but occur from sources out of the jurisdictional control of the local government. The key to this category of emissions is that they must be "indirect or embodied emissions over which the local government exerts significant control or influence." (CCAR 2010) For example, when

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considering GHG emissions from trucks hauling waste under a City contract, the City does not own the waste hauling trucks, but does have significant control over how many pickups the trucks make.

Scope 1 emissions are characterized in this report as "direct emissions" While Scope 2 emissions are characterized as "indirect source emissions."

The analysis herein is tailored to include all existing and projected emission sources within the City to provide, to the fullest extent feasible, a comprehensive analysis of GHG impacts. The Global Warming Solutions Act of 2006 (AB 32) established a comprehensive program of regulatory and market mechanisms to achieve real, quantifiable, cost-effective reductions of GHG emissions. The law mandates the reduction of GHG emissions in California to 1990 levels by 2020.

2.2 Calculation of GHGs

This report establishes 2010 as the year on which to base the existing inventory; this is the most recent year for which reliable data concerning the City's residential, commercial, and government operations are available. This inventory provides a framework on which to design programs and actions that specifically target reductions by emissions sources. Programs and actions already in place within the City are described in Section 4. The 2010 inventory serves as a reference against which to measure the City's progress towards reducing GHG emissions since 2007 and into the future, and also serves as documentation for potential emission trading opportunities.

The methodology used for the calculation GHG emissions differs depending on the emission source, as described below. The emissions calculations follow the CCAR General Reporting Protocol, version 3.1; LGOP, version 1.1; and CARB's Mandatory GHG Reporting Regulations (Title 17, California Code of Regulations, Sections 95100 et seq.). These protocols are consistent with the methodology and emission factors endorsed by CARB and USEPA. In cases where these protocols do not contain specific source emission factors, current industry standards or the USEPA's AP 42 Compilation of Air Pollution Emission Factors were used.

In estimating Moreno Valley's total GHG emissions, data sources from the City, regional, and state agencies were used. Southern California Edison (SCE) and Southern California Gas Company (SCG) provided both municipal and community wide electricity and natural gas data, respectively. Solid waste data was taken from the California Integrated Waste Management Board's (CIWMB) database. Transportation emissions were calculated based on vehicle miles traveled (VMT) modeled by the City's traffic engineer using the TRANSIMS traffic model. Total water use in the City was provided by EMWD. The data used in the calculations for each inventory are summarized in Chapter 3. All of the contributors to GHG emissions (kilowatt-hours of electricity generated by fossil fuel combustion in power plants, natural gas in therms, vehicle travel in VMT, and solid waste in tons) are expressed in the common unit of MT of CO_2e released into the atmosphere in a given year.

In addition, the costs associated with the GHG emissions were calculated for each sector (based on availability of data). The costs were based on the consumer fees for each fuel type included in the

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inventory. By including the costs, the City can assess where consumers are spending the most money and utilize the information in making decisions on reduction measures.

Coefficients, modeling inputs, and other assumptions, used in the calculations of GHGs are included in Appendix __ of this report.

GHG emissions are typically segregated into direct and indirect sources as discussed previously. However, direct and indirect sources are not completely independent of each other and are often combined into other more encompassing categories. For example, although natural gas combustion is a direct source and electricity generation is an indirect source, they both are typically discussed under a heading of "Energy" when policies are put in place to reduce emissions. Therefore, this report discusses emissions with respect to the general source categories of Transportation, Energy, Area Source, Water, Wastewater, and Solid Waste.

Transportation

ON-ROAD VEHICLES

Carbon dioxide emissions from vehicles were calculated utilizing EMFAC2007 emission factors for the existing and 2020 inventories. The Emission Factors (EMFAC) model was developed by CARB and used to calculate emission rates from on-road motor vehicles from light-duty passenger vehicles to heavy-duty trucks that operate on highways, freeways, and local roads in California. Motor vehicle emissions of CH_4, and N_2O were also calculated using USEPA emission factors for on-road vehicles based on the total annual mileage driven multiplied by their respective emission factors by year.

Vehicle miles traveled (VMT) and total number of trips were determined by the City's Transportation Analysis and Simulation System (TRANSIMS) model. TRANSIMS is a transportation model developed by the Federal Highway Administration (FHWA) and tracks individual vehicles second-by-second through the road network. This model is based on the Riverside County Traffic Analysis Model (RivTAM) and the SCAG Regional Transportation Model. TRANSIMS estimates 2007 VMT for all trips that begin and/or end within the City limits. This accounts for traffic entering or exiting Moreno Valley and traffic within the City, but excludes pass-through traffic. Moreno Valley's VMT includes miles from all trips within Moreno Valley and half of the miles from trips that begin or end in Moreno Valley; Moreno Valley is held accountable for all trips within the city limits while the City shares accountability with other jurisdictions for trips that have only one end point in Moreno Valley.

The estimates do not account for electrical, biodiesel (a blend of diesel and vegetable oil), or hydrogen powered systems. Any electrically powered vehicle which draws power from a residence, commercial or industrial land use will be accounted for in the electrical usage for the City. Predicted 2020 (business as usual) BAU vehicle trips were estimated by using predicted land use changes and growth. Costs associated with transportation were based on the diesel and gasoline fuel use and their associated per gallon costs in 2007.

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Energy

ELECTRICITY

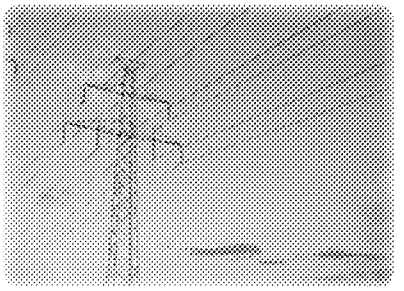

The City emits carbon dioxide, methane, and nitrous oxide indirectly through the use of electricity provided by Southern California Edison (SCE); SCE provided annual energy usage for 2007. 2020 BAU electricity use was estimated based on anticipated growth in the residential and commercial/industrial areas.

SCE provides electricity from a variety of sources including natural gas, nuclear energy, and large hydroelectric systems. Each of these sources of electricity emits different levels of GHGs. The annual usage in megawatt hours per year (MWh/year) was multiplied by the emission factors appropriate to the inventory year for carbon dioxide, methane, and nitrous oxide to determine emissions from these sources.

Costs of electricity calculations were based on the annual kWh use and price per kWh for each rate class. Electricity rates fluctuate throughout the year, so average values were used.

NATURAL GAS COMBUSTION

The City emits GHGs from the combustion of natural gas. The annual natural gas usage for the City in thousand cubic feet (Mcf) was converted to million British Thermal Units (MMBTUs) and multiplied by the respective emissions factors for carbon dioxide, methane, and nitrous oxide to determine the emissions from natural gas combustion, typically used for heating. Natural gas usage for 2007 was obtained from The Southern California Gas Company. Anticipated 2020 natural gas data was based on per unit usage in 2007 and the anticipated unit growth by 2020. The costs associated with natural gas use were calculated using California 2007 average rates obtained from the U.S. Energy Information Administration (EIA). The rates align with the use breakdowns of residential, industrial, and commercial use.

Area Source

LANDSCAPING

Emissions of carbon dioxide, methane, and nitrous oxide are generated by the use of landscape equipment through the combustion of gasoline. Carbon dioxide emissions were determined directly through URBEMIS2007 for the existing and 2020 inventories. URBEMIS2007 is a computer software package that is used for modeling projected emissions of air quality pollutants including carbon dioxide. From the carbon dioxide emissions, the approximate number of gallons of gasoline consumed through landscape equipment use was calculated. This number was then multiplied by emission factors presented in the General Reporting Protocol, version 3.1 to determine both methane and nitrous oxide emissions.

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WOOD BURNING

Direct carbon dioxide emissions are produced from the burning of wood in wood stoves, fireplaces, and natural gas fired stoves. The emissions from natural gas fired stoves are included in the Energy source category. Carbon dioxide, methane, and nitrous oxide emissions from wood stoves and fireplaces are calculated based on the percentage of residential units using each type of hearth and the estimated annual amount of wood burned. The emission coefficients used are taken from the USEPA's AP-42 document. Cost estimates were made for wood burning using the average cost of wood.

Water

POTABLE WATER

Electricity is needed to move and treat water. Moreno Valley residents and businesses currently use approximately 9 billion gallons of potable water. The water for Moreno Valley is provided by the Eastern Municipal Water District (EMWD) and Box Springs Mutual Water Company. A portion of EMWD's water comes from local sources while the remaining water is from the Colorado River and the State Project water originating in Northern California, which is delivered to Southern California via the California aqueduct. Box Springs' water comes primarily from local sources; however, the company does purchase a small amount of water from Western Municipal Water District (WMWD). WMWD water comes from similar sources as those described for EMWD. The emissions associated with the energy used to pump the local water are included in the Electricity section described above. There are additional emissions associated with this purchased water from the Colorado River and the State Water Project due to the electricity used to transport the water over a long distance. Costs associated with water were based on the average rates for residential, commercial, and industrial customers.

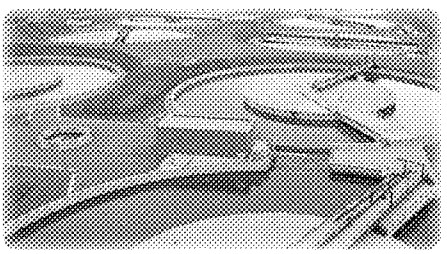

WASTEWATER TREATMENT

EMWD is also the main provider of wastewater and sewer treatment for the City of Moreno Valley. Wastewater-related GHG emissions arise from the electricity used to pump and treat the water, the transportation fuel used to truck the biosolids to an off-site disposal area, and the direct methane emissions from the anaerobic digesters used in the treatment process. The electricity and transportation emissions are included in their respective categories. This category of emissions only represents the direct methane emissions.

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Waste Management

SOLID WASTE

Emissions from solid waste are determined as the sum of emissions generated by transportation from its source to the landfill, the equipment used in its disposal at the landfill, fugitive emissions from decomposition in landfills, and the anthropogenic carbon sink generated by the incomplete decomposition of materials in the landfill.

Emissions from the transportation of solid waste is determined based on the annual lbs/year (pounds per year) of total waste disposed in landfills including biosolids waste from wastewater treatment plants, the density of the waste, the capacity of the hauling trucks, the average number of miles traveled by each truck; and the carbon dioxide, methane, and nitrous oxide emissions generated per mile traveled.

Landfill equipment emissions are only included in the inventory if the landfill is under the direct control of the City or County of interest. As the Badlands landfill used for the disposal of waste for Moreno Valley, is not under the City's direct control, emissions from onsite equipment are not included in this inventory.

Fugitive emissions of methane from the decomposition of solid waste are calculated based on the annual waste generation multiplied by the USEPA emission factor for waste production for methane. The emission factor to determine methane generation varies if the landfill operations are known to operate a methane flare or to generate electricity from methane capture. Carbon dioxide generated by decomposition of waste in landfills is not considered anthropogenic because it would be produced through the natural decomposition process regardless of its disposition in the landfill. Nitrous oxide is not a by-product of decomposition and therefore no fugitive emissions of nitrous oxide are anticipated from this source.

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Chapter 3 Greenhouse Gas Emissions Inventory

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The following sections include Moreno Valley's 2010 municipal operations and community-wide emissions inventories. The municipal operations inventory includes sources and quantities of GHG emissions from government owned or rented buildings, facilities, vehicles, and equipment. The community-wide emissions inventory identifies and categorizes the major sources and quantities of GHG emissions being produced by residents, businesses, and municipal operations taking place in the City of Moreno Valley using the best available data. By having the municipal emissions separated from the community as a whole, the local government can implement reduction strategies where it has direct control, closely monitor the changes in emissions over time, and set an example for the rest of the City.

3.1 2010 Municipal Emissions Inventory

Data Inputs

Data for the municipal inventory was gathered from various City departments. Table 3-1, below, summarizes the data inputs and sources for each of the emission categories included in the inventory.

Table 3-1 2010 Municipal Data Inputs

Category	Data Input	Data Source
Electricity (kWh)	9,937,015 3,847,738	SCE MVU
Natural Gas (therms)	90,651	SCG
Vehicle Fleet *Gasoline(gallons)* *Diesel (gallons)*	 77,325 28,544	Fleet Manager Special Districts
Equipment *Gasoline(gallons)* *Diesel (gallons)*	 2,118 2,208	Parks Division Special Districts
Employee Commute (responses)	141	Employee Survey

With the exception of the employee commute data, each data input was then multiplied by the associated emission factor to calculate the emissions inventory. The data from the employee commute survey was used to estimate total miles traveled, fuel used, and associated GHG emissions for all City employees' commutes. Additionally, where possible, the emissions were categorized by City Department.

Emissions Summary

The City of Moreno Valley emitted 14,529 MT CO_2e through its municipal operations in 2010. The emissions were calculated based on the vehicle and equipment fleet fuel use, energy accounts, waste management, and a survey of the City's employee commutes. The largest portion of the City's 2010 government emissions were from the City's vehicle fleet (57 percent), followed by emissions from electricity (20 percent). Table 3-2 summarizes the City's net 2010 emissions of CO_2e as broken down by

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emissions category. Figure 3-1 is a graphical representation of Table 3-2. A detailed breakdown of 2010 emissions by category is available in Appendix __.

Table 3-2 2010 Total Municipal Emissions

Category	Metric tons of CO_2e
Vehicle Fleet	7,988
Electricity	2,898
Natural Gas	1,712
Employee Commute	1,538
Equipment	41
Total	**14,529**

Figure 3-1 2010 Municipal Emissions by Source (metric tons CO_2e)

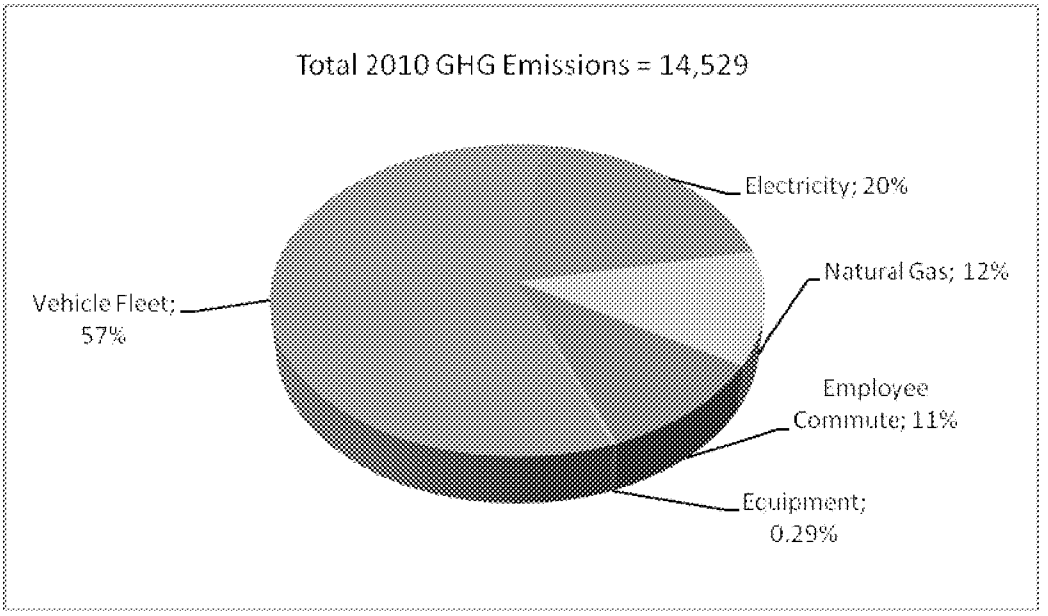

2010 MUNICIPAL DEPARTMENT EMISSIONS AND COSTS

For the municipal inventory it is helpful to see which departments are generating the most emissions. This helps to pinpoint where emissions are coming from and where the focus should be placed for targeting emissions reductions. Table 3-3 and Figure 3-2, below, summarize the electricity, natural gas, and employee commute emissions by department. Vehicle fleet fuel use was not available for each individual department, so those emissions are not included in Table 3-3.

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Table 3-3 2010 Municipal Emissions and Costs by Department

Category	Metric Tons of CO_2e	Cost ($)
Public Works [a]	8,521	$ 561,979
Public Lighting	1,550	$ 1,753,647
Community/Special Districts	1,490	$ 343,743
Public Safety	1,201	$ 210,268
Administration	1,128	$ 310,242
Fire	394	$ 87,132
Parks	214	$ 123,755
MVU [b]	31	$ 27,236
Total	**14,529**	**$ 3,418,004**

Note: Emission sources include electricity, natural gas, and fuel use in vehicle fleet, equipment, and employee commute.

[a] Public Works category includes all vehicle fleet emissions with the exception of park-owned vehicles.

[b] MVU category only represents emissions from indirect electricity use by MVU facilities. See the community-wide inventory for all indirect emissions from MVU electricity used throughout the City of Moreno Valley.

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Figure 3-2 2010 Comparison of Municipal Emissions Generated by Department (MT CO_2e)

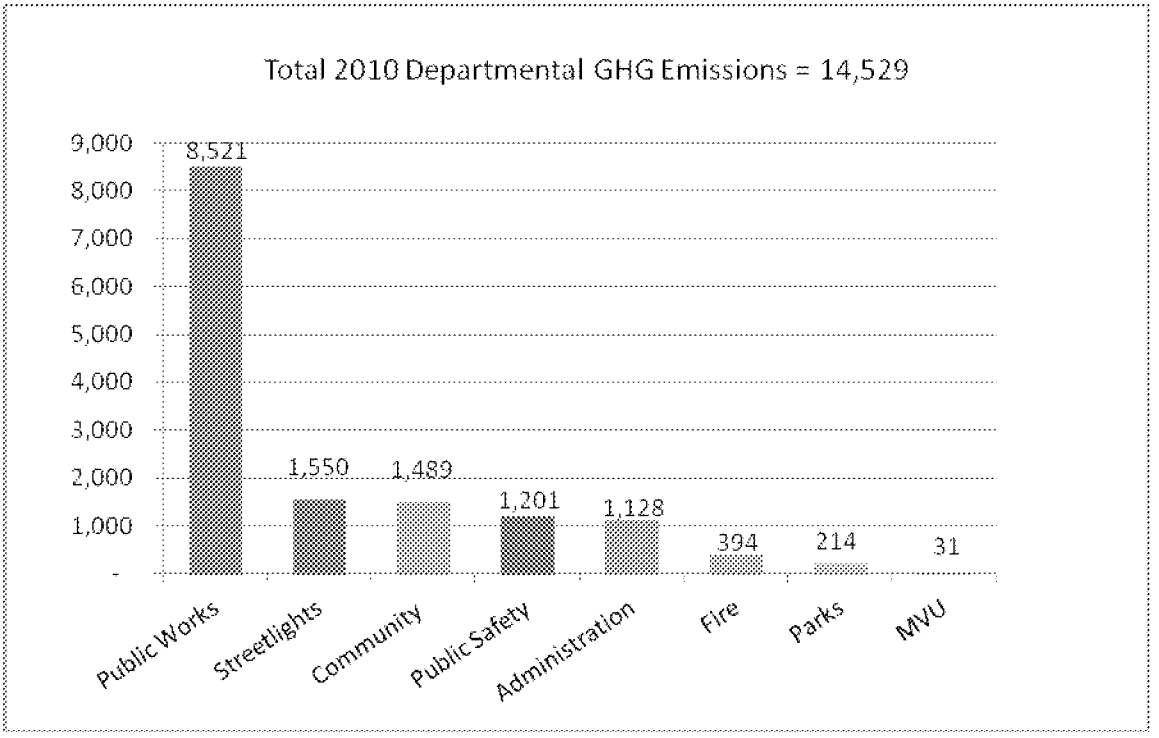

2010 MUNICIPAL COST ESTIMATES

The costs associated with the inventory represent the municipal energy and fuel use costs. These cost estimates give the City a perspective on where the City is spending the most money and help to prioritize reduction measures toward the sectors that have the potential to both reduce emissions and costs. Electricity was the largest source of emissions and cost in 2010, while the employees' commutes followed in emissions and cost. Table 3-4, below, summarizes the cost estimates for 2010.

Table 3-4 Estimated Municipal Energy Costs

Category	Cost
Electricity	$2,634,674
Vehicle Fleet	$ 383,909
Employee Commute	$ 303,339
Natural Gas	$ 79,968
Equipment	$ 16,113
Total	$ 3,418,004

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3.2 2010 Community-Wide Emissions Inventory

The community-wide inventory represents all emissions from sources located with the jurisdictional boundaries of the City of Moreno Valley. Therefore, the municipal emissions described in the previous section are a subset of the community-wide inventories presented here. In 2010, the City of Moreno Valley emitted a total of 920,657 MT CO_2e from the community as a whole. The following sections describe the data inputs, emissions by source, and emissions by land use in 2010.

Data Inputs

Data for the community-wide inventory was gathered from various City departments, SCE, SCG, and EMWD. Table 3-5, below, summarizes the data inputs and sources for each of the emission categories included in the inventory.

Table 3-5 2010 Community-Wide Data Inputs

Category	Data Input	Data Source
Electricity (kWh)	633,215,207 62,138,000	SCE MVU
Natural Gas (therms)	26,266,326	SCG
Transportation		
Annual Vehicle Miles Traveled	1,077,909,543	City Traffic Engineer
Annual Trips	110,098,975	
Area Source (based on land use)		
SFR (units)	42,642	
MFR (units)	9,387	City Planning
Commercial (ksf)	8,325	
Industrial (ksf)	12,695	
Solid Waste (tons)	144,824	CIWMB
Water (AF)	26,183 87	EMWD Box Springs Mutual

Each data input was then multiplied by the associated emission factor to calculate the emissions associated with each source.

Emissions by Source

Table 3-6 includes the total amount of community-wide GHG emissions for the City of Moreno Valley in 2010 by emission source category. The City of Moreno Valley as a whole emitted 920,657 MT CO_2e in 2010. The largest portion of the City's 2010 emissions were from transportation (56 percent), followed by emissions from electricity and natural gas use in buildings (30 percent). Figure 3-3 provides a comparison of GHG emissions by source category.

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Table 3-6 2010 Community-Wide GHG Emissions by Source

Category	Metric tons of CO_2e
Transportation	513,581
Energy	277,230
Area Sources	69,437
Solid Waste	43,633
Water and Wastewater	16,831
Total	**920,712**

Figure 3-3 2010 Emissions Generated by Source

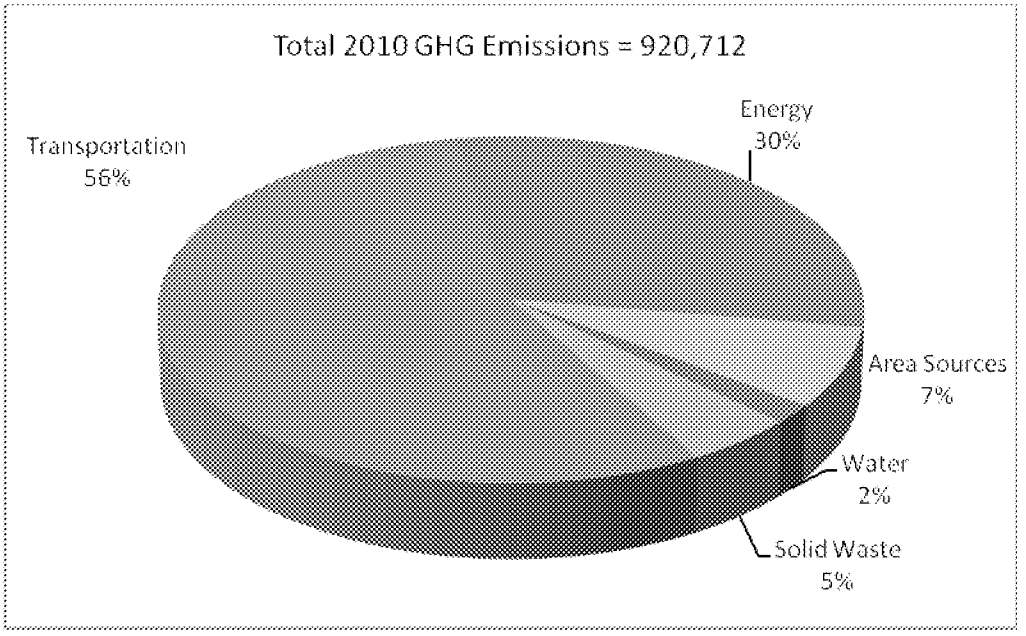

Emissions by Land Use

Table 3-7 summarizes the total amount of community-wide GHG emissions for the City of Moreno Valley in 2010 by land use category. The City of Moreno Valley as a whole emitted 920,712 MT CO_2e in 2010. The largest portion of the City's 2010 emissions were from transportation (56 percent), followed by emissions from residential land uses (31 percent). Due to the nature of mobile emissions, transportation emissions could not be allocated to the individual land use types. Figure 3-4 provides a comparison of GHG emissions by land use category.

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Table 3-7 2010 Community-wide GHG Emissions by Land Use	
Category	**Metric tons of CO_2e**
Transportation	513,581
Residential	283,451
Industrial	60,552
Commercial	63,129
Total	**920,712**
Note: Numbers may not add up to the total due to rounding.	

Figure 3-4 2010 GHG Emissions by Land Use

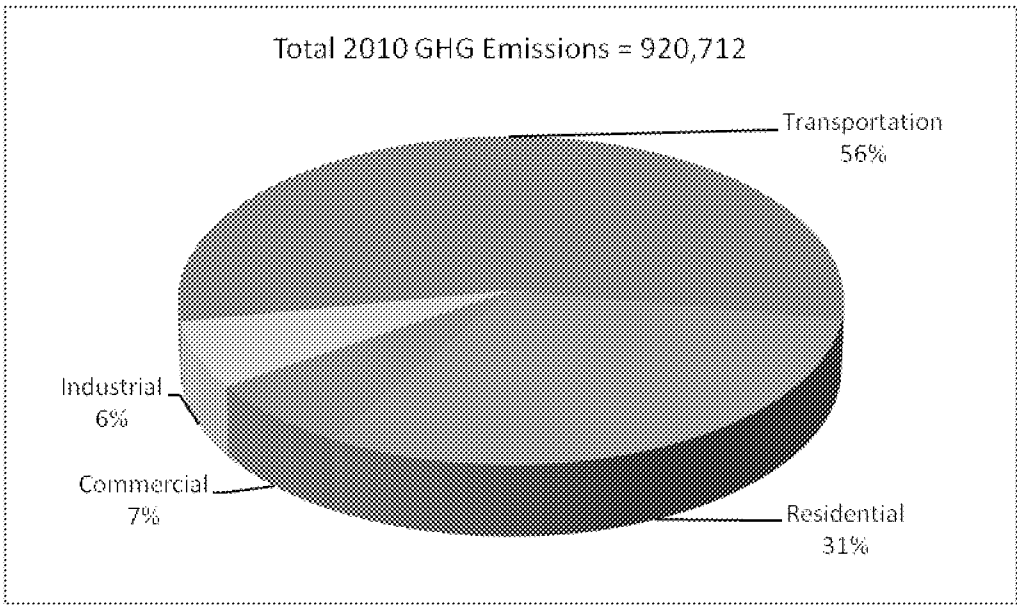

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3.3 2020 Business-as-Usual Community-Wide Emissions Inventory

In 2020, Moreno Valley is projected to emit a total of 1,298,543 MT CO_2e from a BAU standpoint. BAU refers to continued operations and development of the City according to existing approved General Plan policies, without the inclusion of recently-adopted sustainability initiatives or proposed policies included as part of the General Plan Update as described in Chapter 4. As with the 2010 community-wide inventory, these emissions represent all sources within the jurisdictional boundary of the City of Moreno Valley, including emissions due to the municipal operations of the City. The following sections describe the data inputs, emissions by source, and emissions by land use category for the year 2020.

Data Inputs

Data for the 2020 community-wide inventory was estimated based on projected growth rates for the City and the traffic model's forecasts. Table 3-8, below, summarizes the growth rates and annual VMT data for 2020.

Table 3-8 2020 BAU Community-Wide Data Inputs

Category	Data Input	Data Source
Transportation		
Annual VMT	1,585,559,510	City Traffic Engineer
Annual Trips	157,447,088	
Growth Rates [a]		
Population	12.8%	City Planning
Housing	19.8%	
Employment	46.2%	

[a] Note: The growth rates represent the overall growth from 2010 to 2020.

The VMT data from the City's 2035 traffic model was used to extrapolate between 2007 and 2035 in order to estimate 2020 VMT. The growth rates were used to estimate the emissions associated with electricity, natural gas, water, wastewater, area source, and solid waste.

Emissions by Source

The 2020 BAU emissions are estimated based on the projected growth in Moreno Valley from 2010 to 2020. These projections include a 12.8 percent increase in population, 19.8 percent increase in housing, and a 46.2 percent increase employment; these growth rates were applied to 2010 community-wide emissions in order to estimate 2020 BAU emissions. Table 3-9 summarizes the 2020 City emissions of CO_2e as broken down by Emissions category. Figure 3-5 is a graphical representation of Table 3-9. A detailed breakdown of 2020 emissions by category is available in Appendix __.

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Table 3-9 2020 BAU GHG Emissions by Source	
Category	**Metric tons of CO_2e**
Transportation	788,267
Energy	356,192
Area Sources	84,665
Solid Waste	49,203
Water and Wastewater	20,216
Total	**1,298,543**

Figure 3-5 2020 BAU Emissions Generated by Source (MT CO_2e)

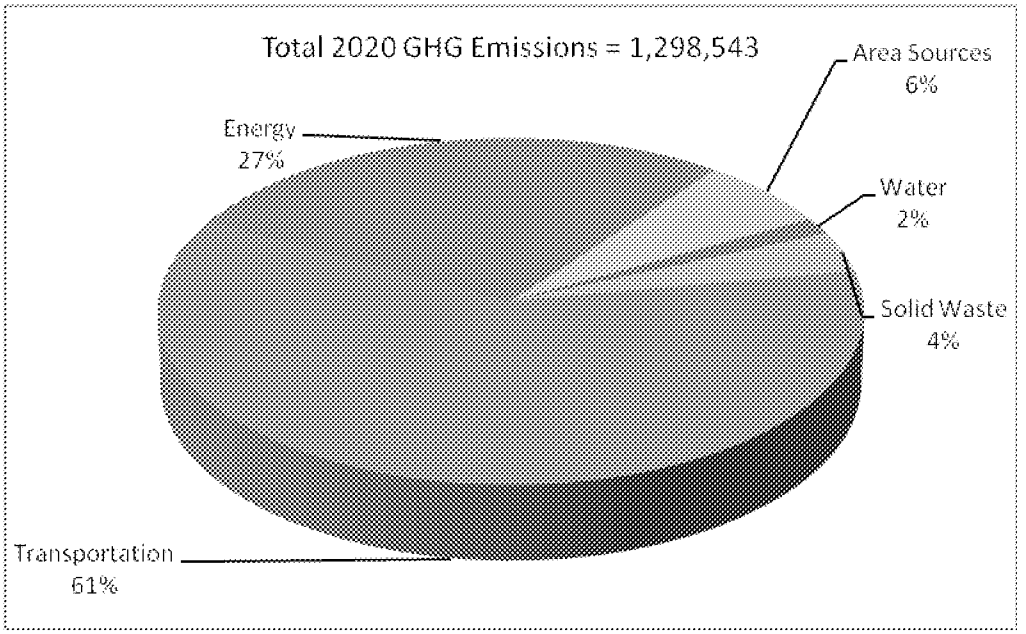

Emissions by Land Use

Table 3-10 summarizes the total amount of community-wide GHG emissions for the City of Moreno Valley in 2020 by land use category. The City of Moreno Valley as a whole is projected to emit 1,298,543 MT CO_2e in 2020. The largest portion of the City's 2020 emissions are projected to be from transportation (61 percent), followed by emissions from residential land uses (26 percent). Due to the nature of mobile emissions, transportation emissions could not be allocated to the individual land use types. Figure 3-6 provides a comparison of GHG emissions by land use category.

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Table 3-10 2020 BAU Community-Wide GHG Emissions by Land Use	
Category	**Metric tons of CO_2e**
Transportation	788,267
Residential	338,360
Commercial	84,178
Industrial	87,737
Total	**1,298,543**
Note: Numbers may not add up to the total due to rounding.	

Figure 3-6 2020 BAU GHG Emissions by Land Use

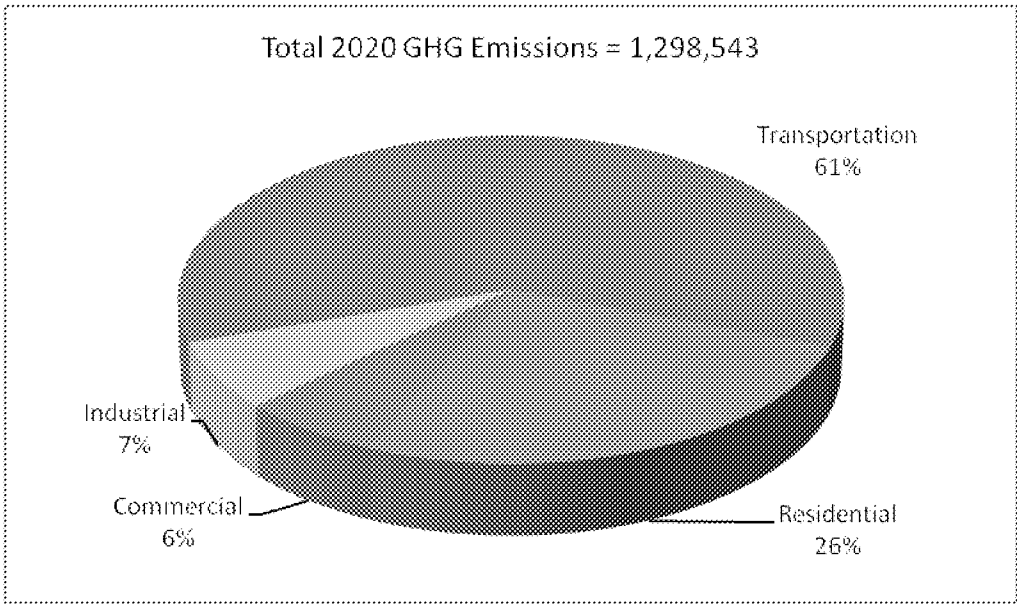

3.4 2020 Reduction Target

In order for California to meet the goals of AB 32, statewide GHG emissions will need to be reduced back to 1990 levels by 2020. To be consistent with the goals of AB 32, the City of Moreno Valley would also need to achieve the same GHG emission reduction target. In the AB 32 Scoping Plan, CARB equated a return to 1990 levels to a 15 percent reduction from "current" levels. CARB states, "… ARB recommended a GHG reduction goal for local governments of 15 percent below today's levels by 2020 to ensure that their municipal and community-wide emissions match the state's reduction target." (CARB 2008) The reduction target calculated in the Scoping Plan was based on an inventory of the state's 2004 GHG emissions (then considered to be "current" levels); these emissions represent a high-point in the economy before the economic recession. For Moreno Valley, the reduction target is based

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on the inventory of the City's 2007 GHG emissions. By using 2007, Moreno Valley is consistent with CARB in using an inventory target that is based on pre-recession conditions.

The reduction target is displayed in Table 3-11. Having one overall reduction target, as opposed to targets for each sector, allows Moreno Valley to have the flexibility to reduce emissions from the sector with the most cost-effective reduction strategies (i.e. the greatest reduction in emissions at the least cost).

Table 3-11 2020 GHG Emissions Reduction Target

	Metric Tons CO_2e
2007 Emissions	939,639
% Reduction	15%
2020 Reduction Target	**798,693**

The 2007 emissions inventory was used to set the GHG emissions reduction target for the year 2020. The 2010 inventory, discussed previously and summarized below, provides a baseline for Moreno Valley to measure future progress toward attaining the 2020 target.

3.5 Emissions Comparison by Year

This report analyzes GHG emissions from the most current year with data available (2010) and estimates the future emissions for the City in 2020. Additionally, this report includes an estimate of 2007 GHG emissions which is used to set the 2020 reduction target for the City. See Table 3-16 for a summary of all inventories.

The 1,298,543 MT CO_2e of GHG emissions for 2020 is an estimated increase of 377,830 MT CO_2e above 2010 levels following BAU projections. The growth from 2007 and 2010 to 2020 is a 38 percent increase and 41 percent increase, respectively. Table 3-12 shows a comparison of total emissions for 2007, 2010, and 2020 BAU emissions.

Table 3-12 GHG Emissions by Source

	Metric Tons CO_2e		
Source	**2007**	**2010**	**2020 BAU**
Transportation	517,098	513,581	788,267
Energy	287,261	277,230	356,120
Area Sources	69,390	69,437	84,665
Water and Wastewater	21,595	16,831	20,216
Solid Waste	44,294	43,633	49,203
Total	**939,639**	**920,712**	**1,298,543**

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The impact of the economic recession is evident in the emission summaries. 2007 emissions represent the peak of the economy with a decline to the levels in 2010; this is consistent with trends in the overall economy.

The AB 32 Scoping Plan suggests local governments estimate a reduction target for 2020 that is 15 percent below 2007 emissions. Table 3-13 shows the 2020 reduction target for the City's community-wide emissions, the 2020 BAU emissions projected for the City, and the difference between the two. This difference represents the total emissions that the City will need to reduce in order to meet the target by 2020.

Table 3-13 2020 GHG Emissions Reduction Target

	Metric Tons CO_2e
2020 BAU Emissions	1,298,543
2020 Reduction Target	798,693
Amount to Reduce from 2020 BAU	**499,850**

With the reduction target set at 798,693 MT CO_2e, the City will need to reduce emissions by 499,850 MT CO_2e from the 2020 BAU emissions. This amounts to a 38 percent decrease from 2020 BAU emissions and a 13 percent decrease from the 2010 community-wide emissions. Chapter 4 describes the efforts currently underway in Moreno Valley and the reduction strategies that would be implemented to reduce emissions in the City in order to reach the 2020 reduction target.

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Chapter 4 GHG Emissions Reduction Programs and Regulations

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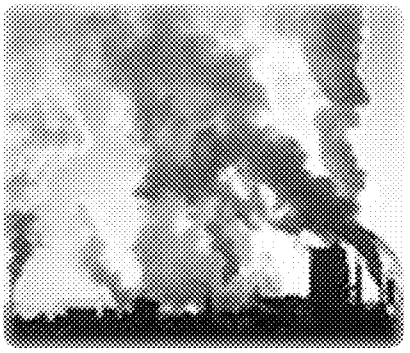

The State of California has set specific targets for reducing GHG emissions from the burning of fossil fuels in both power plants and vehicles by adopting various regulations. In addition, State energy efficiency and renewable requirements provide another level of reductions. In order to provide credit to Moreno Valley for regulatory actions already taken or planned by the State of California, this analysis first evaluates the GHG reductions that will occur within the City as a result of these actions. These will be identified as R1 reduction measures. The R1 measures are included here to show all of the anticipated reduction strategies identified in the AB 32 Scoping Plan for implementation at the State Level that will ultimately result in a reduction of GHG emissions at the City level. The R1 measures are not administered or enforced by the City, but the City - by describing them herein- substantiates the reductions associated with these State Measures.

R2 and R3 reduction measures are measures that will be incorporated at the City level to provide additional reductions in GHG emissions. R2 measures are those measures that can be quantified to show the value of the reduction from the incorporation of those measures. A complete list of assumptions and reductions for each of the R1 and R2 measures is included in Appendix __.

R3 measures are those measures that, although they provide a means through which reductions in emissions will occur, cannot be quantified at this time. The R3 measures are supportive measures or methods of implementation for the R2 measures. For example, R3-E2: Energy Efficiency Training and Public education, is a measure that provides education to inform people of the programs, technology, and potential funding available to them to be more energy efficient, and provides the incentives to participate in the voluntary programs shown in R2-E1 through R2-E7. R3-E2 is supportive of measures R2-E1 through R2-E7 because it will provide more publicity, reduce the perceived challenge of being energy efficient, and provide information on potential rebates and other funding programs which will make retrofits more accessible to everyone. Therefore, although by itself R3-E2 cannot be quantified, its implementation provides a level of assurance that the reduction goals specified in the R2 measures will be achieved.

Also included in the R3 measures are reduction measures that reduce Moreno Valley's government operation emissions. Government operations make up less than 2% of the City's total emissions, but the City can set an example for residents by implementing reduction measures at the municipal level.

Over the last few years Moreno Valley has implemented several programs that have already begun to reduce the City's GHG emissions and will continue to provide reductions through to 2020. Programs that were in place prior to 2010 are accounted for in the existing inventory while programs implemented since 2010 are included below as reduction measures used to reach the 2020 target.

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The following discussion summarizes the existing Moreno Valley programs and the proposed reduction measures to be implemented by the City to further reduce GHG emissions. The reduction measures are organized herein by source category (transportation, energy, area source, water, and solid waste) then by R1, R2, and R3 measure. The convention to be used for numbering the mitigation measures will be to list the R designation (R1, R2, or R3) then an abbreviation of the source category, followed by the order number. So, R1-E1 is the first R1 measure within the energy category, R1-E2 is the second measure within the energy category, and so on. The source category abbreviations are as follows: T – transportation; E – energy; A – area source; W – water; and S - solid waste.

Each of the R2 measures include the GHG reduction potential, estimated cost, estimated savings, and additional community co-benefits. The co-benefits describe the additional community benefits from implementing the reduction measure beyond the GHG emissions reduced. The following icons are used to indicate the co-benefits for each measure:

- Air Quality
- Energy Use/Energy Efficiency
- Land Use/Community Design
- Livable Communities
- Public Health
- Renewable Energy
- Transportation Mobility
- Waste Reduction/Recycling
- Water Quality
- Water Use/Water Conservation

4.1 Existing Moreno Valley Programs

Community Energy Partnership

The Community Energy Partnership (CEP) is a collaboration among seven Southern California cities, Southern California Edison, Southern California Gas Company, and The Energy Coalition. Moreno Valley is one of the member cities participating in CEP. By including in this report an inventory of municipal energy usage, establishing a long term vision and plan for energy efficiency in the City, and identifying policies and funding mechanisms to complete municipal facility energy efficiency projects, Moreno Valley has completed the groundwork for an Energy Action Plan and will soon qualify for Gold Level and an Energy Leader.

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Energy Star Portfolio Manager

The Energy Star Portfolio Manager is an online tool for monitoring energy use in buildings. Moreno Valley has setup their portfolio with all municipal buildings; SCE and SCG automatically update the energy use data electronically into the portfolio on a monthly basis. The Portfolio Manager assists the City in comparing energy use and assessing Energy Star qualifying status across facilities.

EECBG Projects

The City has completed a number of energy saving renovations made possible by the allocation of Energy Efficiency and Conservation Block Grant (EECBG) funding. The EECBG Program was funded for the first time by the American Recovery and Reinvestment Act of 2009. It is intended to assist U.S. cities, counties, states, territories, and Indian tribes to develop, promote, implement, and manage energy efficiency and conservation projects and programs designed to:

- Reduce fossil fuel emissions;
- Reduce the total energy use of eligible entities;
- Improve energy efficiency in the transportation, building, and other appropriate sectors; and
- Create and retain jobs.

Table 4-1 summarizes the projects the City has completed along with the annual kWh saved, the project cost, the incentive received, and the annual emissions reduced.

Table 4-1 Municipal EECBG Projects

Project Name	kWh saved	Project Cost ($)	Incentive ($)	Emissions Reduced (MT CO_2e)
Fire Station 48 Lighting	3,155	$ 3,668	$ 747	0.61
Fire Station 65 Lighting	5,368	$ 3,961	$ 758	1.03
Fire Station 6 Lighting	8,095	$ 10,227	$ 2,225	1.55
Senior Center Lighting	14,687	$ 10,088	$ 2,038	2.82
Library Thermostat	26,460	$ 1,219	$ 785	5.08
Library Lighting and HID	79,109	$ 32,237	$ 13,670	15.18
City Hall A/C	179,079	$ 711,000	$ 32,017	34.36
City Hall Lighting	318,988	$23,817	$25,354	61.21
City Hall Window Film [a]	203,250	$ 43,187	$ 10,927	230.25
Total	**838,191**	**$ 815,587**	**$ 88,521**	**352.09**

[a] The window film installation also saved 1,726 therms of natural gas annually.

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GREEN MoVal

Getting Residents Energy Efficient Now (GREEN) MoVal is a City initiative that encourages residents to become more energy efficient in their homes. The City has a page on their website that connects members of the community to resources related to energy efficiency: http://www.moreno-valley.ca.us/green-mv.shtml

MVU Solar Incentive Program

Moreno Valley Electric Utility offers a Solar Electric Incentive Program, a rebate that can cut the cost of a solar installation. MVU offers a rebate of $2.80 for every watt of solar installed on the roof of a home or business. All incentives are based on limited available funds and verification of installation. The requirements are as follows:

- Incentives are available to MVU electric customers only.
- The qualifying system must be on the same premises as the customer.
- All solar system components must be new and approved by MVU. Panels and inverters must appear on the latest California Energy Commission certified photovoltaic modules list or certified inverters list.
- Panels must have a warrantee for 25 years, and inverters and labor for 10 years. And electric meter must be in place to monitor the system's performance.

Existing General Plan Policies

The City's General Plan lays the framework for continued growth and development in the City. The policies lay the framework for guiding development and land use changes in order to achieve certain goals and objectives. Moreno Valley has goals to create a city that is safe, healthy, and conserves natural resources while accommodating growth and development. While the general plan does not address the reduction of GHGs directly, it does have policies that indirectly reduce emissions. Table 4-2, below, summarizes these relevant polices by emissions category and General Plan element.

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Table 4-2 General Plan Policies Related to Reducing GHG Emissions

Source	Element	Objective	Policies
Energy	Community Development	Residential Opportunities	2.2.15
	Safety	Reduce Air Pollution	6.7.6
	Conservation	Energy Efficiency	7.5.1, 7.5.4, 7.5.5
Transportation	Community Development	Convenient Commercial	2.4.8
		Programs	2-6
	Parks, Recreation, and Open Space Element	Trails System	4.3.1, 4.3.2, 4.3.3, 4.3.4, 4.3.5
		Programs	4-3, 4-10, 4-12, 4-13
	Circulation	Safe Street System	5.1.1, 5.1.2
		Maximize Efficiency	5.4.2, 5.4.5, 5.4.6,
		Retain Rural	5.7.2
		Public Transportation System	5.8.1, 5.8.2, 5.8.3, 5.8.4, 5.8.5
		Pedestrian Facilities	5.9.1, 5.9.2, 5.9.3, 5.9.4
		Encourage Bicycling	5.10.1, 5.10.2, 5.10.3, 5.10.4,
		Eliminate Obstructions	5.11.1, 5.11.2
		School Safety	5.12.1
		Programs	5-10e, 5-10f, 5-11, 5-13, 5-14, 5-15, 5-16, 5-17
	Safety	Reduce Vehicle Trips	6.6.1, 6.6.2, 6.6.3, 6.7.2, 6.7.3
	Conservation	Energy Efficiency	7.5.2, 7.5.3
Water	Conservation	Minimize Water Consumption	7.3.1, 7.3.2
Area Source	Community Development	High Quality Development	2.10.14
	Safety	Reduce Air Pollutants	6.7.1
Solid Waste	Conservation	Adequate Solid Waste System	7.8.1

4.2 Transportation

Transportation accounts for the largest source of emissions in Moreno Valley. Measures to reduce emissions associated with transportation include encouraging mixed use development, developing near transit corridors, offering incentives for alternative fuels, creating pedestrian and bicycle friendly communities, and replacing older vehicles with more fuel-efficient ones. The measures below describe opportunities for Moreno Valley to reduce the emissions from transportation.

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R1 Transportation Measures

The following list of R1 transportation related measures are those measures that California has identified in the AB 32 Scoping Plan that will result in emission reductions within the City.

R1-T1: ASSEMBLY BILL 1493: PAVLEY I

Assembly Bill (AB) 1493 (Pavley) required the California Air Resources Board (CARB) to adopt regulations that will reduce GHG from automobiles and light-duty trucks by 30 percent below 2002 levels by the year 2016, effective with 2009 models. By 2020, this requirement will reduce emissions in California by approximately 16.4 $MMTCO_2e$, representing 17.3 percent of emissions from passenger/light-duty vehicles in the State (CARB 2008). Implementation of Pavley I was delayed by the USEPA's denial of California's waiver request to set State standards that are more stringent than the federal standards, but in June 2009 the denial of the waiver was reversed and California was able to begin enforcing the Pavley requirements.

R1-T2: ASSEMBLY BILL 1493: PAVLEY II

California committed to further strengthening the AB1493 standards beginning in 2017 to obtain a 45 percent GHG reduction from 2020 model year vehicles. This requirement will reduce emissions in California by approximately 4.0 $MMTCO_2e$, representing 2.5 percent of emissions from passenger/light-duty vehicles in the State beyond the reductions from the Pavley I regulations described above (CARB 2008).

R1-T3: EXECUTIVE ORDER S-1-07 (LOW CARBON FUEL STANDARD)

The Low Carbon Fuel Standard (LCFS) will require a reduction of at least ten (10) percent in the carbon intensity of California's transportation fuels by 2020. By 2020, this requirement will reduce emissions in California by approximately 15 $MMTCO_2e$, representing 6.9 percent of emissions from passenger/light-duty vehicles in the State (CARB 2008). The emissions reduced by this strategy overlap with emissions as a result of the Pavley legislation; adding the emissions reductions would be an overestimate of the actual emissions reductions. This is accounted for in the emission reduction calculations following the methodology used by CARB to calculate emissions reductions in the AB 32 Scoping Plan.

R1-T4: TIRE PRESSURE PROGRAM

The AB 32 early action measure involves actions to ensure that vehicle tire pressure is maintained to manufacturer specifications. The State's plan for implementing this measure is directed at automotive service providers. CARB is requiring automotive service providers to check and inflate each vehicle's tires to the recommended tire pressure rating at the time of performing any automotive maintenance or repair service, indicate on the vehicle service invoice that a tired inflation service was completed and the tire pressure measurements after the services were performed, and keep a copy of the service invoice for a minimum of three years, and make the vehicle service invoice available to the ARB, or its authorized representative upon request. By 2020, CARB estimates that this requirement will reduce emissions in California by approximately 0.55 $MMTCO_2e$, representing 0.3 percent of emissions from passenger/light-duty vehicles in the State (CARB 2008).

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R1-T5: LOW ROLLING RESISTANCE TIRES

This AB 32 early action measure would increase vehicle efficiency by creating an energy efficiency standard for automobile tires to reduce rolling resistance. By 2020, this requirement will reduce emissions in California by approximately 0.3 $MMTCO_2e$, representing 0.2 percent of emissions from passenger/light-duty vehicles in the State (CARB 2008).

R1-T6: LOW FRICTION ENGINE OILS

This AB 32 early action measure would increase vehicle efficiency by mandating the use of engine oils that meet certain low friction specifications. By 2020, this requirement will reduce emissions in California by approximately 2.8 $MMTCO_2e$, representing 1.7 percent of emissions from passenger light-duty vehicles in the State (CARB 2008).

R1-T7: GOODS MOVEMENT EFFICIENCY MEASURES

This AB 32 early action measure targets system wide efficiency improvements in goods movement to achieve GHG reductions from reduced diesel combustion. By 2020, this requirement will reduce emissions in California by approximately 3.5 $MMTCO_2e$, representing 1.6 Percent of emissions from all mobile sources (on-road and off-road) in the State (CARB 2008).

R1-T8: HEAVY-DUTY VEHICLE GHG EMISSION REDUCTION (AERODYNAMIC EFFICIENCY)

This AB 32 early action measure would increase heavy-duty vehicle (long-haul trucks) efficiency by requiring installation of best available technology and/or CARB approved technology to reduce aerodynamic drag and rolling resistance. By 2020, this requirement will reduce emissions in California by approximately 0.93 $MMTCO_2e$, representing 1.9 percent of emissions from heavy-duty vehicles in the State (CARB 2008).

R1-T9: MEDIUM AND HEAVY-DUTY VEHICLE HYBRIDIZATION

The implementation approach for this AB 32 measure is to adopt a regulation and/or incentive program that reduce the GHG emissions of new trucks (parcel delivery trucks and vans, utility trucks, garbage trucks, transit buses, and other vocational work trucks) sold in California by replacing them with hybrids. By 2020, this requirement will reduce emissions in California by approximately 0.5 $MMTCO_2e$, representing 0.2 percent of emissions from all on-road mobile sources in the State. This reduction is also equivalent to a 1.0 percent reduction of emissions from all heavy-duty trucks in the State (CARB 2008).

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R2 Transportation Measures

The following list of R2 measures are candidate measures the City can implement to achieve an AB 32 compliant reduction target.

R2-T1: LAND USE BASED TRIPS AND VMT REDUCTION POLICIES

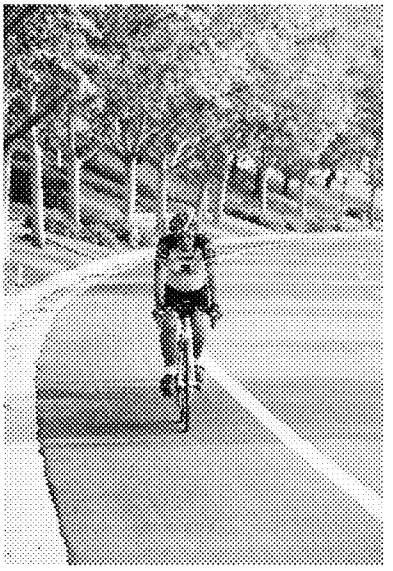

The demand for transportation is influenced by the density and geographic distribution of people and places. Whether neighborhoods have sidewalks or bike paths, whether homes are within walking distance of shops or transit stops will influence the type and amount of transportation that is utilized. By changing the focus of land use from automobile centered transportation, a reduction in vehicle miles traveled will occur.

The forthcoming Sustainable Communities Strategy and Regional Transportation Plan for the SCAG region should include opportunities for Moreno Valley to identify areas for Transit Priority Projects (TPPs). TPPs are eligible for streamlined CEQA review. See Appendix __ for detailed emissions reduction calculations for this strategy and all of the reduction strategies.

GHG Reduction Potential:

20,423 MT CO_2e

4% reduction in passenger vehicle VMT

Community Co-Benefits:

City Costs:

Undetermined costs due to extensive variables in how this is implemented ranging from very modest costs associated with providing incentives to employers to provide commute trip reductions to substantial bicycle and pedestrian infrastructure to facilitate vehicle trip reductions associated with bicycle and pedestrian alternatives.

Private Savings:

$6,959,091 annually, based on fuel savings from fewer, shorter vehicle trips.

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R2-T2: TRANSIT IMPROVEMENTS

The City of Moreno Valley will continue to coordinate with Riverside Transit Agency (RTA) and SCAG in order to provide timely and cost effective transit services. In particular, the City will work to expand the bus system, incorporate rapid bus transit to desirable destinations, and provide adequate facilities and connections to pedestrian and bicycle systems.

GHG Reduction Potential:

120,087 MT CO_2e

25% reduction in passenger vehicle VMT

Community Co-Benefits:

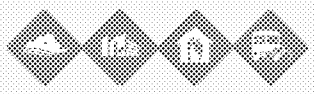

City Costs:

A more detailed cost analysis must be completed in order to assess the costs that the City will incur from these projects.

City Savings:

--

Private Costs:

A more detailed cost analysis must be completed in order to assess the costs that the RTA and private developers will incur to implement these projects.

Private Savings:

$40,919,458 annually, based on fuel savings from using public transit rather than personal vehicles

Potential Funding Sources:

In July 2010, RTA published its *Short Range Transit* Plan, which details the plans for improving the RTA system through Fiscal years 2011-2013. In this Plan, RTA identified the following strategies for service improvements in Moreno Valley:

- Establish a base transit network serving major activity centers including schools, shopping centers, medical centers, and the approved Metrolink station
- Connect Moreno Valley to UCR and Downtown Riverside as well as Perris with direct and frequent transit services
- Provide transit service to the existing and planned major development at March Air Reserve Base and adjacent Joint Powers Authority reuse areas.

SCAG is currently in the process of updating the RTP with the draft to be released in December 2011. The RTP will identify plans for the region to expand transit in Moreno Valley and surrounding areas.

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R2-T3: EMPLOYMENT-BASED TRIP REDUCTIONS

Transportation Demand Management (TDM) programs work to reduce automobile travel by encouraging ride-sharing, carpooling, and alternative modes of transportation.

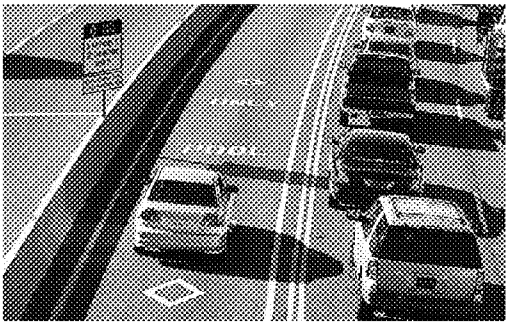

The City of Moreno Valley would implement this strategy by including a TDM strategy as mitigation for New Development.

GHG Reduction Potential:

7,401 MT CO2e

2% reduction in passenger vehicle VMT

Community Co-Benefits:

City Costs:

Undetermined costs depending upon how this is implemented ranging from no costs, to very modest costs associated with providing incentives to employers to provide commute trip reductions.

City Savings:

--

Private Costs:

Minimal administrative fees

Private Savings:

$2,521,975 annually, based on decreased fuel use

Potential Funding Sources:

New businesses can mitigate transportation related emissions by offering programs, facilities and incentives to their employees that would promote carpooling, transit use, and use of other alternative modes.

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R3 Transportation Measures

The following R3 measures enhance and/or ensure the reductions accounted for within the R2 measures through education programs or are measures that will reduce emissions but cannot be quantified. Also, reduction measures implemented at the municipal level are described.

R3-T1: REGIONAL LAND USE AND TRANSPORTATION COORDINATION

Promoting the development and use of transit between Moreno Valley and other jurisdictions including the County and neighboring cities enhances the implementation of R2-T1 and R2-T2 described above.

4.3 Energy

Electricity and natural gas use in buildings represent the second largest source of emissions in the City of Moreno Valley. The state has begun to address this source of emissions by requiring new buildings to attain higher standards for energy efficiency and requiring utilities to use more renewable power sources. At the local level, Moreno Valley can encourage developers to go beyond the state requirements and offer incentives to bring older buildings up to current standards.

R1 Energy Reduction Measures

The following list of R1 building energy efficiency related measures are those measures that California has identified in the AB 32 Scoping Plan that will result in emission reductions within the City.

R1-E1: RENEWABLE PORTFOLIO STANDARD FOR BUILDING ENERGY USE

Senate Bills (SBs) 1075 (2002) and 107 (2006) created the State's Renewable Portfolio Standard (RPS), with an initial goal of 20 percent renewable energy production by 2010. Executive Order (EO) S-14-08 establishes a RPS target of 33 percent by the year 2020 and requires State agencies to take all appropriate actions to ensure the target is met. In April 2011, Governor Jerry Brown signed Senate Bill 2 (2011), which codified the Executive Order and requires the State to reach the 2020 goal (CARB 2008).

R1-E2 AND R1-E3: AB 1109 ENERGY EFFICIENCY STANDARDS FOR LIGHTING (RESIDENTIAL AND COMMERCIAL INDOOR AND OUTDOOR LIGHTING)

Assembly Bill (AB 1109) mandated that the California Energy Commission (CEC) on or before December 31, 2008, adopt energy efficiency standards for general purpose lighting. These regulations, combined with other State efforts, shall be structured to reduce State-wide electricity consumption in the following ways:

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- R1-E2: At least 50 percent reduction from 2007 levels for indoor residential lighting by 2018; and
- R1-E3: At least 25 percent reduction from 2007 levels for indoor commercial and outdoor lighting by 2018 (CARB 2008).

R1-E4: ELECTRICITY ENERGY EFFICIENCY (AB32)

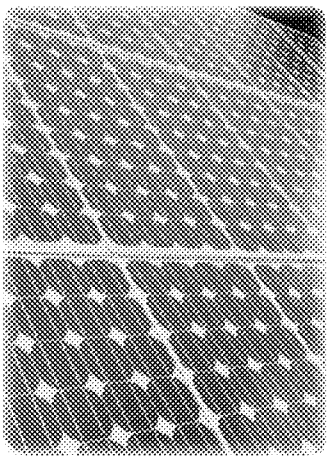

This measure captures the emission reductions associated with electricity energy efficiency activities included in CARB's AB32 Scoping Plan that are not attributed to other R1 or R2 reductions, as described in this report. This measure includes energy efficiency measures that CARB views as crucial to meeting the State-wide 2020 target, and will result in additional emissions reductions beyond those already accounted for in California's Energy Efficiency Standards for Residential and Non-Residential Buildings (Title 24, Part 6 of the California Code of Regulations; hereinafter referred to as, "Title 24 Energy Efficiency Standards") of California's Green Building Standards Code (Title 24, Part 11 of the California Code of Regulations; hereinafter referred to as "CALGreen").

By 2020, this requirement will reduce emissions in California by approximately 21.3 MMTCO2e, representing 17.5 percent of emissions from all electricity in the State (CARB 2008). This measure includes the following strategies:

- "Zero Net Energy" buildings (buildings that combine energy efficiency and renewable generation so that they, based on an annual average, extract no energy from the grid);
- Broader standards for new types of appliances and for water efficiency;
- Improved compliance and enforcement of existing standards;
- Voluntary efficiency and green building targets beyond mandatory codes;
- Voluntary and mandatory whole-building retrofits for existing buildings;
- Innovative financing to overcome first-cost and split incentives for energy efficiency, on-site renewables, and high efficiency distributed generation;
- More aggressive utility programs to achieve long-term savings;
- Water system and water use efficiency and conservation measures;
- Additional industrial and agricultural efficiency initiatives; and
- Providing real time energy information technologies to help consumers conserve and optimize energy performance.

R1-E5: NATURAL GAS ENERGY EFFICIENCY (AB32)

This measure captures the emission reductions associated with natural gas energy efficiency activities included in CARB's AB32 Scoping Plan that are not attributed to other R1 or R2 reductions, as described in this report. This measure includes energy efficiency measures that CARB views as crucial to meeting

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the State-wide 2020 target, and will result in additional emissions reductions beyond those already accounted for in the Title 24 Energy Efficiency Standards or CALGreen. By 2020, this requirement will reduce emissions in California by approximately 4.3 MMTCO2e, representing 6.2 percent of emissions from all natural gas combustion in the State (CARB 2008). This measure includes similar strategies to those listed above for R1-E4.

R1-E6: INCREASED COMBINED HEAT AND POWER (AB32)

This measure captures the reduction in building electricity emissions associated with the increase of combined heat and power activities, as outlined in CARB's AB 32 Scoping Plan. The Scoping Plan suggests that increased combined heat and power systems, which capture "waste heat" produced during power generation for local use, will offset 30,000 GWh State-wide in 2020. Approaches to lowering market barriers include utility-provided incentive payments, a possible CHP portfolio standard, transmission and distribution support systems, or the use of feed-in tariffs. By 2020, this requirement will reduce emissions in California by approximately 6.7 $MMTCO_2e$, representing 7.6 percent of emissions from all electricity in the State (CARB 2008).

R1-E7: INDUSTRIAL EFFICIENCY MEASURES (AB32)

This measure captures the reduction in industrial building energy emissions associated with the energy efficiency measures for industrial sources included in CARB's AB 32 Scoping Plan. By 2020, this requirement will reduce emissions in California by approximately 1.0 $MMTCO_2e$, representing 3.9 percent of emissions from all industrial natural gas combustion in the State (CARB 2008). CARB proposes the following possible State-wide measures:

- Oil and gas extraction regulations and programs to reduce fugitive CH_4 emissions;
- GHG leak reduction from oil and gas transmission;
- Refinery flare recovery process improvements; and
- Removal of methane exemption from existing refinery regulations.

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R2 Energy Reduction Measures

The following list of R2 measures are candidate measures related to building energy efficiency the City can implement to achieve an AB 32 compliant reduction target.

R2-E1: NEW CONSTRUCTION RESIDENTIAL ENERGY EFFICIENCY REQUIREMENTS

This measure would facilitate the implementation of energy efficient design for all new residential buildings to be 10% beyond the current Title 24 Standards. This energy efficiency requirement is equal to that of the LEED for Homes and ENERGY STAR programs.

The 2008 Title 24 Energy Standards were adopted by the Energy Commission on April 23, 2008, with the 2008 Residential Compliance Manual adopted by the Commission on December 17, 2008. Compliance with the 2008 standards went into effect January 1, 2010. In an effort to meet the overall goal of the California Energy Efficiency Strategic Plan of reaching zero net energy for residential buildings by 2020, the stringency of the Title 24 Energy Standards as regulated and required by the State will continue to increase every three years. As energy efficiency standards increase Moreno Valley may want to periodically re-evaluate their percentage beyond Title 24 goal to ensure it is still a feasibly achievable goal. Although not limited to these actions, this reduction goal can be achieved through the incorporation of the following:

- Install energy efficient appliances, including air conditioning and heating units, dishwashers, water heaters, etc ;
- Install solar water heaters;
- Install top quality windows and insulation;
- Install energy efficient lighting;
- Optimize conditions for natural heating, cooling and lighting by building siting and orientation;
- Use features that incorporate natural ventilation;
- Install light-colored "cool" pavements, and strategically located shade trees along all bicycle and pedestrian routes; and
- Incorporate skylights; reflective surfaces, and natural shading in building design and layouts.

GHG Reduction Potential:

3,357 MT CO_2e

10% beyond Title 24 in new residential

Community Co-Benefits:

City Costs:

Administrative costs associated with incorporating energy efficiency mitigation into the development review process

City Savings:

--

Private Costs:

$15.9 million

The cost is based on an estimated $1,500 per residential unit.

Private Savings:

$778,000 annually in reduced energy costs, resulting in an estimated 20 year payback period on the initial cost.

Potential Funding Sources:

WRCOG and SCE

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R2-E2: NEW CONSTRUCTION RESIDENTIAL RENEWABLE ENERGY

GHG Reduction Potential:

1,252 MT CO_2e

10% of energy in new residential from on-site renewable energy

Community Co-Benefits:

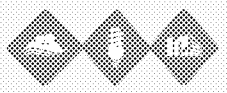

City Costs:

Administrative costs associated with incorporating alternative energy mitigation into the development review process

City Savings:

--

Private Costs:

$20 million

Costs assume 10% of units install 2kW solar PV systems at $7,796/kW. (Anders 2009)

Private Savings:

$760,000 annually in reduced energy costs, resulting in an estimated 26 year payback period on the initial cost.

Potential Funding Sources:

WRCOG and SCE

This measure would facilitate the incorporation of renewable energy (such as photovoltaic panels or small wind turbines) into new residential developments. For participating developments, renewable energy application should be such that the new home's projected energy use from the grid is reduced by 50%. The California Energy Commissions' New Solar Homes Partnership is a component of the California Solar Initiative and provides rebates to developers of 6 or more units where 50% of the units include solar power. In addition this measure would encourage that all residents be equipped with "solar ready" features where feasible, to encourage future installation of solar energy systems. These features should include the proper solar orientation (south facing roof sloped at 20° to 55° from the horizontal), clear access on south sloped roofs, electrical conduit installed for solar electric system wiring, plumbing installed for solar hot water systems, and space provided for a solar hot water tank. The incentive program should provide enough funding and other incentives as shown in the R3 measures to result in approximately 20% of new residential development participation in this program, thereby resulting in a 10% reduction in electrical consumption from new residential developments.

As an alternative to, or in support of, providing onsite renewable energy, the project proponent can buy into a purchased energy offset program that will allow for the purchase of electricity generated from renewable energy resources offsite. Purchased energy offsets (or a combination of incorporated renewables and purchased offsets) must be equal to 50% of the total projected energy consumption for the development. See R3-E3 for further details on the financing program.

MV00174367

R2-E3: RESIDENTIAL ENERGY EFFICIENCY RETROFITS

GHG Reduction Potential:

33,418 MT CO_2e

On average, all existing units become 20% more efficient

Community Co-Benefits:

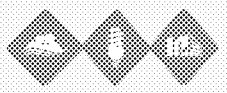

Private Costs:

$49 million

Assumes cost is equal to $0.75/kWh and $4.35/therm saved. (Anders 2009)

Private Savings:

$7.7 million annually in reduced energy costs, resulting in an estimated 6 year payback period on the initial cost.

Potential Funding Sources:

WRCOG and SCE

This reduction measure would set a goal for the City to increase energy efficiency in existing homes. With the rebates and incentive programs currently available, this measure could allow for all residential units to become, on average, 20% more efficient. One key program ensuring the achievement of this reduction measures is Moreno Valley's partnership with the Western Riverside Council of Governments (WRCOG) surrounding their Energy Efficiency and Water Conservation Program (WRCOG 2009). The program would provide residences with low-interest loans that can be used to implement energy efficient improvements on their homes. This program has the potential to reduce energy consumption in retrofitted homes by a minimum of 15%. Although not limited to these actions, this reduction goal can be achieved through the incorporation of the following:

- Replace inefficient air conditioning and heating units with new energy efficient models;
- Replace older, inefficient appliances with new energy efficient models;
- Replace old windows and insulation with top-quality windows and insulation;
- Install solar water heaters;
- Replace inefficient and incandescent lighting with energy efficient lighting; and
- Weatherize the existing building to increase energy efficiency.

MV00174368

R2-E4: RESIDENTIAL RENEWABLE ENERGY RETROFITS

GHG Reduction Potential:

5,750 MT CO_2e

10% of energy in residential from on-site renewable energy

Community Co-Benefits:

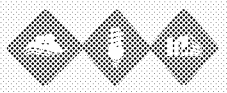

City Costs:

Undetermined costs depending upon how this is implemented ranging from modest administration costs to moderate costs of incentive programs.

City Savings:

--

Private Costs:

$81.1 million

Costs assume 10% of units install 2kW solar PV systems at $7,796/kW. (Anders 2009)

Private Savings:

$3.5 million annually in reduced energy costs, resulting in an estimated 23 year payback period on the initial cost.

Potential Funding Sources:

WRCOG, SCE, SEC, MVU Solar Incentive

This measure would set a goal for City residents to retrofit their homes with photovoltaic panels or small wind turbines such that 50% of the home's electrical usage is offset. With the current rebates and incentives available, a participation rate of 20% can be achieved. In particular, the California Energy Commission's Solar Initiative has incentives available to home owners. In addition, WRCOG's Energy Efficiency and Water Conservation Program helps finance solar photovoltaic systems for residents.

Residents may also be eligible for an MVU rebate of $2.80 for every watt of solar installed on the roof of a home.

MV00174369

R2-E5: NEW CONSTRUCTION COMMERCIAL ENERGY EFFICIENCY REQUIREMENTS

GHG Reduction Potential:

3,357 MT CO_2e

On average, all existing units become 10% more efficient

Community Co-Benefits:

City Costs:

Administrative costs associated with incorporating energy efficiency mitigation into the development review process

City Savings:

--

Private Costs:

$9.7 million

The cost is based on an estimated $1.00 per square foot to achieve 10% beyond Title 24. (Anders 2009)

Private Savings:

$1.3 million annually in reduced energy costs, resulting in an estimated 8 year payback period on the initial cost.

Potential Funding Sources:

WRCOG and SCE

This measure would facilitate the implementation of energy efficient design for all new commercial buildings to be 10% beyond the current Title 24 Standards. This energy efficiency requirement meets the minimum requirements of the LEED and ENERGY STAR programs. As energy efficiency standards increase the City may want to periodically re-evaluate their percentage beyond Title 24 goal to ensure it is still a feasibly achievable goal. Although not limited to these actions, this reduction goal can be achieved through the incorporation of the following:

- Install energy efficient appliances, including air conditioning and heating units, dishwashers, water heaters, etc.;
- Install solar water heaters;
- Install top quality windows and insulation;
- Install energy efficient lighting;
- Optimize conditions for natural heating, cooling and lighting by building siting and orientation;
- Use features that incorporate natural ventilation;
- Install light-colored "cool" pavements, and strategically located shade trees along all bicycle and pedestrian routes; and
- Incorporate skylights; reflective surfaces, and natural shading in building design and layouts.

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R2-E6: NEW CONSTRUCTION COMMERCIAL/INDUSTRIAL RENEWABLE ENERGY

GHG Reduction Potential:

2,030 MT CO_2e

10% of energy in commercial is from on-site renewable energy

Community Co-Benefits:

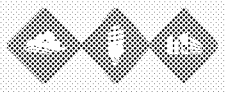

City Costs:

Administrative costs associated with incorporating alternative energy mitigation into the development review process

City Savings:

--

Private Costs:

$31.7 million

This cost represents 5kW of solar photovoltaic per 10,000 square feet of new commercial development at an estimated $6,526/kW. (Anders 2009)

Private Savings:

$1.2 million annually in reduced energy costs, resulting in an estimated 26 year payback period on the initial cost.

Potential Funding Sources:

SCE, WRCOG

This measure would facilitate the incorporation of renewable (solar or other renewable) energy generation into the design and construction of new commercial, office, and industrial developments. Renewable energy generation would be incorporated such that a minimum of 10% of the project's total energy needs are offset. In addition, this measure would encourage all facilities be equipped with "solar ready" features where feasible, to facilitate future installation of solar energy systems. These features should include the proper solar orientation, clear access on south sloped roofs, electrical conduit installed for solar electric system wiring, plumbing installed for solar hot water systems, and space provided for a solar hot water tank.

As an alternative to, or in support of, providing onsite renewable energy, the project proponent could buy into an offset program that will allow for the purchase of renewable energy resources offsite. Purchased energy offsets (or a combination of incorporated renewables and purchased offsets) must equal 20% of the total projected energy consumption for the development. See R3-E3 for further details on the financing program.

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R2-E7: COMMERCIAL/INDUSTRIAL ENERGY EFFICIENCY AND RENEWABLE ENERGY RETROFITS

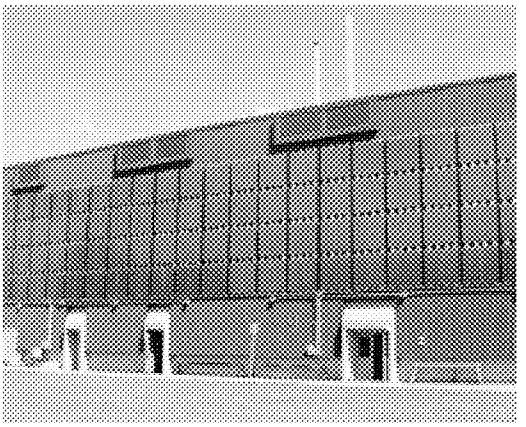

This measure sets a goal for all commercial or industrial buildings undergoing major renovations to reduce their energy consumption by 25%. The State offers incentives and programs that contribute toward the implementation of this goal. Similar to the residential goals described above, WRCOG's Energy Efficiency and Water Conservation Program could help finance energy efficiency and renewable energy projects for commercial buildings. Although not limited to these actions, this reduction goal can be achieved through the incorporation of the following:

- Replace inefficient air conditioning and heating units with new energy efficient models;
- Replace older, inefficient appliances with new energy efficient models;
- Replace old windows and insulation with top-quality windows and insulation;
- Install solar water heaters;
- Replace inefficient and incandescent lighting with energy efficient lighting; and
- Weatherize the existing building to increase energy efficiency.

GHG Reduction Potential:

18,261 MT CO_2e

Assumes a 25% decrease in energy use through a combination of energy efficiency and renewable energy retrofits.

Community Co-Benefits:

City Costs:

Undetermined costs depending upon how this is implemented ranging from modest administration costs to moderate costs of incentive programs.

City Savings:

--

Private Costs:

$14.6 million

The cost is based on an estimated $1.50 per square foot to achieve the reductions. (Anders 2009)

Private Savings:

$6.9 million annually in reduced energy costs, resulting in an estimated 2 year payback period on the initial cost.

Potential Funding Sources:

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R3 Energy Reduction Measures

The following R3 measures enhance and/or ensure the reductions accounted for within the R2 measures through education programs or are measures that will reduce emissions but cannot be quantified.

R3-E1: ENERGY EFFICIENT DEVELOPMENT, AND RENEWABLE ENERGY DEPLOYMENT FACILITATION AND STREAMLINING

This measure would encourage the City to identify key opportunities for the implementation of green building practices and the incorporation of renewable energy systems. This could include the updating of codes and zoning requirements and guidelines. This measure could be further enhanced by providing incentives for energy efficient projects such as priority in the reviewing, permitting, and inspection process. Additional incentives could include flexibility in building requirements such as height limits or set-backs in exchange for incorporating green building practices or renewable energy systems.

R3-E2: ENERGY EFFICIENCY TRAINING & PUBLIC EDUCATION

This measure would strengthen Moreno Valley General Plan Policy Infrastructure & Utilities 7.6.8 which provides public education and publicity about energy efficiency measures and reduction programs available within the City through a variety of methods including newsletters, brochures, and the City's Website. This measure would enhance this existing program by including rebates and incentives available for residences and businesses as well as providing training in green building materials, techniques, and practices for all plan review and building inspection staff.

R3-E3: ENERGY EFFICIENCY AND SOLAR ENERGY FINANCING

This measure would facilitate the incorporation of innovative, grant funded or low-interest financing programs for energy efficiency and renewable energy projects for both existing and new developments. This would include financing for heating, ventilation, air conditioning, lighting, water heating equipment, insulation, weatherization, and residential and commercial renewable energy. The City is a member of a partnership with WRCOG surrounding their Energy Efficiency and Water Conservation Program. The program would provide property with low-interest loans that would be repaid over time through annual property tax payments.

R3-E4: CROSS-JURISDICTIONAL COORDINATION

Under this reduction measure the City would coordinate with other local governments, special districts, nonprofit, and other organizations in order to optimize energy efficiency and renewable resource development and usage. This would allow for economies of scale and shared resources to more effectively implement these environmental enhancements.

R3-E5: ALTERNATIVE ENERGY DEVELOPMENT PLAN

The accomplishment of this measure would encourage the City and MVU to work with SCE to explore the possibilities for producing energy by renewable means within the built environment. This would be developed to identify appropriate alternative energy facilities (i.e., photovoltaic) for use within residential and commercial developments. The Alternative Energy Development Plan will encourage the

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establishment of City policies and ordinances to address how alternative energy production would be conducted. This measure would identify the most optimal locations and the best means by which to avoid noise, aesthetics and other land use compatibility conflicts. Another provision of this Plan could be to identify possible sites for the production of renewable energy using local renewable sources such as solar, wind, small hydro, and/or biogas. This would encourage adopting measures to protect these resources and providing right-of-way easements, utility easements, or by setting aside land for future development of these potential production sites.

4.4 Area Source

The following list includes measures related to landscaping and wood burning emissions that will reduce emissions and help the City to achieve an AB 32 compliant reduction target.

R1 Area Source Reduction Measure

R1-L1: SCAQMD HEALTHY HEARTHS PROGRAM

AQMD's Rule 445-Wood Burning Devices, adopted on March 7, 2008, applies to residents in the South Coast Air Basin and includes the following key components:

- No permanently installed indoor or outdoor wood burning devices in new developments;
- Establishes a mandatory wood burning curtailment program on high pollution days during November through February, beginning November 1, 2011. Based on current air quality conditions, there may be 10 to 25 mandatory curtailment days in specific areas (AQMD 2008).

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R2 Area Source Reduction Measure

R2-L1: ELECTRIC LANDSCAPING EQUIPMENT

This measure reduces GHG emissions by substituting electric landscaping equipment for the traditional gas-powered equipment. Electric lawn equipment including lawn mowers, leaf blowers and vacuums, shredders, trimmers, and chain saws are available. When electric landscaping equipment in used in place of conventional equipment, direct GHG emissions from natural gas combustion are replaced with indirect GHG emissions associated with the electricity used to power the equipment.

GHG Reduction Potential:

4,207 MT CO_2e

The change out from gas powered equipment to electric powered equipment reduces emissions by 38.5%. The reduction calculations assume all new developments use electricity rather than gas powered equipment.

Community Co-Benefits:

City Costs:

Undetermined costs due to variables ranging from no costs with no city involvement, modest costs associated engaging the public to participate in the program, to moderate costs of teaming with SCE in the incentive program.

City Savings:

--

Private Costs:

There is no additional cost associated with installing external outlets and purchasing electric equipment rather than gas-powered.

Private Savings:

Savings vary depending on fuel used

Potential Funding Sources:

SCAQMD lawn-mower trade-in program

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R3 Area Source Reduction Measures

The following R3 measures are related to landscape strategies that will help reduce GHG emissions and can be incorporated into development projects without additional cost. These measures strategically place trees and other landscape mechanisms that create shade to reduce the heat island effect within parking lots and adjacent to buildings, which in turn, reduces the temperature of buildings and cars during the summer.

R3-L1: EXPAND CITY TREE PLANTING

This program evaluates the feasibility of expanding tree planting within the City. This includes the evaluation of potential carbon sequestration from different tree species, potential reductions of building energy use from shading, and GHG emissions associated with pumping water used for irrigation. Commercial and retail development should be encouraged to exceed shading requirements by a minimum of 10% and to plant low emission trees. In support of Environmental Resources Goal 10.10 from Moreno Valley's General Plan, all future development shall be encouraged to preserve native trees and vegetation to the furthest extent possible.

R3-L2: HEAT ISLAND PLAN

The implementation of this measure would include promoting the use of cool roofs, cool pavements, and parking lot shading by increasing the number of strategically placed shade trees. Further, City wide Design Guidelines should be amended to include that all new developments and major renovations (additions of 25,000 square feet or more) would be encouraged to incorporate the following strategies such that heat gain would be reduced for 50% of the non-roof impervious site landscape (including parking, roads, sidewalks, courtyards, and driveways). The strategies include:

- Strategically placed shade trees;
- Paving materials with a Solar Reflective Index (SRI) of at least 29;
- Open grid pavement system; or
- Covered parking (with shade or cover having an SRI of at least 29).

4.5 Water

Although emissions associated with water represent a small portion of the total emissions for the City, Moreno Valley can still conserve water use in order to reduce the reliance on imported water from the state and encourage the use of recycled water.

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R1 Water Reduction Measure

The following R1 water related reduction measure has been identified in the AB 32 Scoping Plan and will result in emission reductions within the City.

R1-W1: RENEWABLE PORTFOLIO STANDARD (33 PERCENT BY 2020) RELATED TO WATER SUPPLY AND CONVEYANCE

This measure would increase electricity production from eligible renewable power sources to 33 percent by 2020. A reduction in GHG emissions results from replacing natural gas-fired electricity production with zero GHG-emitting renewable sources of power. By 2020, this requirement will reduce emissions from electricity used for water supply and conveyance in California by approximately 21.3 $MMTCO_2e$, representing 15.2 percent of emissions from electricity generation (in-State and imports) (CARB 2008).

R1-W2: CAL GREEN BUILDING STANDARDS

The 2010 California Green Building Standards (CALGreen) went into effect January 1, 2011. The standards include a 20% mandated reduction in indoor water use for all residential and commercial buildings. For outdoor water use, CALGreen requires developers to install landscaping devices that can sense moisture content of soil and restrict landscaping-related water use when moisture content is high.

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R2 Water Reduction Measure

The following R2 measure is a candidate measure related to water that the City can implement to achieve an AB 32 compliant reduction target.

R2-W1: WATER USE REDUCTION INITIATIVE

GHG Reduction Potential:

3,493 MT CO2e

The calculated emission reductions assume all new developments reduce water consumption by 20%.

Community Co-Benefits:

City Costs:

Administrative costs associated with water conservation included in the development review process.

City Savings:

--

Private Costs:

Considered negligible if implemented with new development

Private Savings:

$3.9 million annually in reduced water costs.

Potential Funding Sources:

EMWD rebates

This initiative would reduce emissions associated with electricity consumption for water treatment and conveyance. This measure encourages the City to adopt a per capita water use reduction goal in support of the Governors Executive Order S-14-08 which mandates the reduction of water use of 20 percent per capita. The City's adoption of a water use reduction goal would introduce requirements for new development and would provide cooperative support for water purveyors that are required to implement these reductions for existing developments. The City would also provide internal reduction measures such that City facilities will support this reduction requirement. The following represent potential programs that could be implemented to attain this reduction goal.

WATER CONSERVATION PROGRAM

Under this program the excessive watering of landscaping, excessive fountain operation, watering during peak daylight hours, water of non-permeable surfaces, excessive water use for noncommercial washing, and water use resulting in flooding or runoff would be prohibited. In addition the program would encourage efficient water use for construction activities, the installation of low-flow toilets and showerheads for all new developments, use of drought-tolerant plants with efficient landscape watering systems for all new developments, recycling of water used for cooling systems, use of pool covers, and the posting of water conservation signage at all hotels.

WATER EFFICIENCY RETROFIT PROGRAM

This program would encourage upgrades in water efficiency for renovations or additions of residential, commercial, office, and industrial properties equivalent to that of new developments. The City would work with local water purveyors to achieve consistent standards, and to develop, approve, and review procedures for implementation.

INCREASED RECYCLED WATER USE

Coordinate with EMWD to promote the use of municipal wastewater and graywater for agricultural, industrial and irrigation purposes. This measure would be subject to approval of the State Health Department and compliance with Title 22 provisions. This measure would facilitate the following:

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- Inventory of non-potable water uses that could be substituted with recycled or graywater;
- Determination of the feasibility of producing and distributing recycled water for groundwater replenishment;
- Determine the associated energy/GHG tradeoffs for treatment/use vs. out of basin water supply usage;
- Cooperation and coordination with responsible agencies to encourage the use of recycled water where energy tradeoffs are favorable.

R3 Water Reduction Measure

The following R3 measure enhances and/or ensures the reductions accounted for within the R2 measure identified above.

R3-W1: WATER EFFICIENCY TRAINING AND EDUCATION

Under this measure the City, in coordination with EMWD and local water purveyors would implement a public information and education program that promotes water conservation. The program could include certification programs for irrigation designers, installers, and managers, as well as classes to promote the use of drought tolerant, native species and xeriscaping. This measure supports measure R2-W1 discussed above.

4.6 Solid Waste

The following measures describe ways for the City of Moreno Valley to reduce the amount of waste sent to the landfill and thus reduce the associated GHG emissions.

R1 Solid Waste Measure

The following R1 solid waste related measure is a measure that California has identified in the AB 32 Scoping Plan that will result in emission reductions within the City.

R1-S1: WASTE MEASURES

The CARB AB 32 Scoping Plan recommends three measures for reducing emissions from Municipal Solid Waste at the State level, including: 1) landfill methane control; 2) increase the efficiency of landfill methane capture; and 3) high recycling/zero waste. CARB approved a regulation implementing the discrete early action program for methane recovery (1), which became effective June 17, 2010. This measure is expected to result in a 1.0 MMTCO2e reduction by 2020 (CARB 2008). Other measures proposed by CARB include increasing efficiency of landfill methane capture (2) and instituting high recycling/zero waste policies (3). Potential reductions associated with these measures are still to be determined.

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R1-S2: CAL GREEN CONSTRUCTION WASTE REDUCTION

The 2010 CALGreen Standards also include a measure for the reduction of construction waste. This measure states that at least 50% of non-hazardous construction and demolition debris must be recycled or salvaged. This reduces the amount of waste sent to the landfill and thus reduces GHG emissions associated with the decomposition of solid waste.

R2 Solid Waste Measures

The following R2 measure reduces emissions related to solid waste and helps Moreno Valley to achieve an AB 32 compliant reduction target.

R2-S1: CITY DIVERSION PROGRAM

GHG Reduction Potential:

26,577 MT CO_2e

The emissions reductions account for a 20% decrease in non-construction waste sent to landfills. Non-construction waste represents 87% of Moreno Valley's total waste.

Community Co-Benefits:

City Costs:

Administrative costs of including construction material recycling, interior and exterior recycling storage areas in new development, and recycling at public events.

City Savings:

--

Private Costs:

--

Private Savings:

Undetermined

Potential Funding Sources:

--

The state has set the following targets for Moreno Valley's solid waste disposal: 4.4 pounds per day (PPD) per resident and 31.8 PPD per employee (equating to a diversion rate of 50%). As of 2009, the City is below the target for both categories: 3.3 PPD per resident and 26 PPD per employee. To further reduce the amount of waste disposed, and comply with AB 341, this measure would set a target for the City to increase the waste diverted to 75% by 2020 (this equates to 2.2 PPD per resident and 15.9 PPD per employee). The following is a potential list of waste reduction measures that will further strengthen existing waste reduction/diversion programs along with coordination with Waste Management of the Inland Empire and Riverside County Waste Management.

- Provide outreach and education programs for residential, commercial, and industrial land uses in order to further promote existing City diversion programs;
- Encourage businesses to adopt a voluntary procurement standard and prioritize those products that have less packaging, are reusable, or recyclable;
- Support State level policies that provide incentives for efficient and reduced packaging waste for commercial products;
- Provide waste audits;
- Make recycling mandatory at all public events;
- Support legislation which advocates for extended producer responsibility;
- Reuse and recycle construction and demolition waste (including, but not limited to, soil, vegetation, concrete, lumber, metal, and cardboard);

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- Require interior and exterior storage areas for recyclables at all buildings associated with new construction;
- Provide adequate recycling containers in public areas, including parks, public golf courses, and City owned facilities; and
- Provide education and publicity about reducing waste and available recycling services.

R3 Solid Waste Measures

The following R3 measures enhance and/or ensure the reductions accounted for within the R2 measure identified above.

R3-S1: ENCOURAGE INCREASED EFFICIENCY OF THE GAS TO ENERGY SYSTEM AT LANDFILLS.

El Sobrante Landfill and the Badlands Landfill, where Moreno Valley's waste is sent, currently have gas-to-energy systems that convert methane released from the decomposition of waste into energy. This measure would encourage Waste Management of the Inland Empire and Riverside County Waste Management Department to keep current with upgrades in efficiencies to waste to energy systems and to upgrade as feasible when significant increases in conversion efficiencies are available. Moreno Valley's waste is deposited in the El Sobrante Landfill and the Badlands Landfill, so the emissions from Moreno Valley's solid waste are dependent on the waste management and methane capture systems in place at El Sobrante and Badlands. Any reductions in emissions from the landfill will, in turn, reduce Moreno Valley's emissions from solid waste generation.

R3-S2: WASTE EDUCATION PROGRAM

This measure would provide public education and increased publicity about commercial and residential recycling. This measure would educate the public about waste reduction options available at both residential and commercial levels, including composting, grass recycling, and waste prevention, and available recycling services.

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Chapter 5 Total Estimated Reductions

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In 2020, the City of Moreno Valley is projected to emit a total of 1,298,543 MT CO_2e without the incorporation of reduction measures. With implementation of the reduction measures discussed in Chapter 4, the City emissions for 2020 would be reduced to 798,137 MT CO_2e. The statewide reduction measures (the R1 Measures in Chapter 4) would reduce the bulk of Moreno Valley's emissions and make a substantial contribution toward reaching the 2020 reduction target. However, the City would need to supplement the state measures with the implementation of the local reduction measures (R2 measures) discussed in Chapter 4.

5.1 Reductions from R1 and R2 Measures

The R1 measures described in Chapter 4 will be implemented at the State level with reductions occurring at the local level in Moreno Valley. The R2measures go beyond the State measures to reduce GHG emissions in order to meet the 2020 reduction target. Table 5-1 summarizes the MT CO_2e and the corresponding percentage of emissions reduced for each of the R1 and R2 measures.

Table 5-1 Measures and Associated Emissions Reduced from 2020 Inventory

Transportation	MT CO_2e Reduced	% of Transportation Emissions
R1-T1 & R1-T2: Pavley I and II	150,196	19.1
R1-T3: Low Carbon Fuel Standard	45,941	5.8
R1-T4: Tire Pressure	1,591	0.2
R1-T5: Low Rolling Resistance Tires	1,058	0.1
R1-T6: Low Friction Oils	8,973	1.1
R1-T7: Goods Movement Efficiency	9,288	1.2
R1-T8: Aerodynamic Efficiency	1,152	0.2
R1-T9: Medium/Heavy Duty Hybridization	595	0.1
R2-T1: Land Use and VMT Reduction Policies	20,423	2.6
R2-T2: Transit Improvements	120,087	15.2
R2-T3: Employment Based Trips	7,401	0.9
Transportation Total	**366,706**	**46.5**
Energy	**MT CO_2e Reduced**	**% of Energy Emissions**
R1-E1: Renewable Portfolio Standard 33%	3,194	0.9
R1-E2: Indoor Residential Lighting	5,900	1.7
R1-E3: Indoor Commercial/Outdoor Lighting	4,380	1.2
R1-E4: Electrical Energy Efficiency	3,060	0.9
R1-E5: Natural Gas Energy Efficiency	1,382	0.4
R1-E6: Combined Heat/Power	12,678	3.6
R1-E7: Industrial Efficiency	791	0.2
R2-E1: New Residential Energy Efficiency	3,357	0.9
R2-E2: New Residential Renewable Energy	1,252	0.4
R2-E3: Residential Energy Efficiency Retrofits	33,418	9.4
R2-E4: Residential Renewable Energy Retrofits	5,750	1.6
R2-E5: New Commercial Energy Efficiency	3,357	0.9
R2-E6: New Commercial Renewable Energy	2,030	0.6
R2-E7: Commercial Energy Retrofits	18,261	5.1
Energy Total	**80,549**	**22.6**

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Table 5-1 Measures and Associated Emissions Reduced from 2020 Inventory		
Area Source	**MT CO_2e Reduced**	**% of Area Source Emissions**
R1-L1: SCAQMD Healthy Hearths Programs	6,244	7.6
R2-A1: Electric Landscaping Equipment	4,207	5.1
Area Source Total	**10,451**	**12.7**
Water	**MT CO_2e Reduced**	**% of Water Emissions**
R1-W1: RPS related to Water Supply	2,535	12.7
R1-W2 & R2-W1: Water Conservation Strategies	3,493	17.5
Water Total	**6,028**	**30.1**
Solid Waste	**MT CO_2e Reduced**	**% of Solid Waste Emissions**
R1-S2: CalGreen Construction Waste	10,618	6.5
R2-S1: Waste Disposal Program	26,577	16.3
Solid Waste Total	**37,196**	**22.8**

With the statewide reduction measures and the implementation of the R2 measures, Moreno Valley would reduce its community-wide emissions to a level below the established 2020 reduction target. Table 5-2 summarizes the 2020 inventory emissions, the GHG reductions associated with the reduction measures, and the reduced 2020 emissions.

Table 5-2 Reduction Summary for 2020 Inventory				
	2020 MT CO_2e	**Reductions MT CO_2e**	**Reduced 2020 MT CO_2e**	**% Reduction**
Transportation	788,267	366,706	421,561	46.5
Energy	356,193	104,820	251,372	29.4
Area Sources	84,665	11,619	73,046	13.7
Water/Wastewater	20,216	6,057	14,158	30.0
Solid Waste	49,203	11,203	38,000	22.8
TOTAL	**1,298,543**	**500,406**	**798,137**	**38.5**

The implementation of the R1 and R2 reduction measures would reduce Moreno Valley's emissions by 38.5 percent to 798,137 MT CO_2e.

5.2 Reduced 2020 Community-Wide Emissions Inventory

With the implementation of GHG reduction measures, Moreno Valley is projected to reduce its emissions to a total of 798,137 MT CO_2e, which is 556 MT CO_2e below the 2020 reduction target. This is a decrease of 38.5 percent from the City's 2020 BAU emissions inventory and 13 percent from the 2010 emissions. The reduction measures reduce GHG emissions from all sources of community-wide GHG emissions including transportation, energy, area sources, water, and solid waste. The following sections describe the emissions by source and land use category for the year 2020.

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Emissions by Source

The emissions by source for the reduced 2020 inventory were calculated by applying a percent reduction to the 2020 emissions for each reduction measure. Table 5-3 summarizes the reduced 2020 City emissions of CO_2e as broken down by emissions category. Figure 5-1 is a graphical representation of Table 5-3. A detailed breakdown of reduced 2020 emissions by category is available in Appendix __.

Table 5-3 Reduced 2020 GHG Emissions by Source

Category	Metric tons of CO_2e
Transportation	421,561
Energy	251,372
Area Sources	73,046
Solid Waste	38,000
Water and Wastewater	14,158
Total	**798,137**

Figure 5-1 Reduced 2020 GHG Emissions Generated by Source

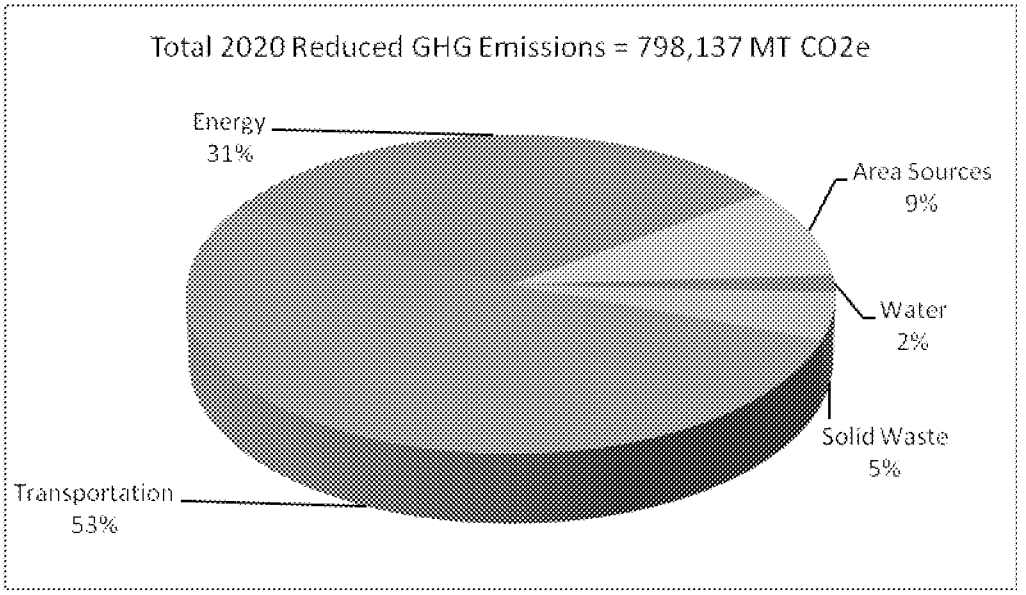

5.3 Emissions Summary

With the implementation of the reduction measures outlined in Chapter 4, the City of Moreno Valley would reduce its emissions to a level below the 2020 reduction target calculated in Chapter 3. This represents a 38.5 percent decrease from the BAU 2020 inventory and is consistent with the State's GHG

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reduction goals. Table 5-4 summarizes the existing 2010 emissions, the 2020 emissions inventory, and the reduced 2020 emissions.

Table 5-4 2020 GHG Emissions Comparison

Source Category	Metric tons of CO_2e			
	2010	BAU 2020	Reduced 2020	% Reduced
Transportation	513,581	788,267	421,561	46.5
Energy	277,230	356,192	251,372	29.4
Area Sources	69,437	84,665	73,046	13.7
Water and Wastewater	16,831	20,216	14,158	30.0
Solid Waste	43,633	49,203	38,000	22.8
Total	**920,712**	**1,298,543**	**798,137**	**38.5**
Emission Reduction Target		**798,693**	**798,639**	
Below Reduction Target?		**No**	**Yes**	

Note: Mass emissions of CO_2e shown in the table are rounded to the nearest whole number. Totals shown may not add up due to rounding.

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Chapter 6 Conclusion

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6.1 Conclusions

This report serves as a guide to help the City implement the objectives of conserving resources and reducing GHG emissions. This document also serves as a technical resource future updates of the City's General Plan and other land use related documents that may require evaluation and documentation of GHG emissions. Figure 6-1 shows a comparison between the emission inventories discussed throughout this report.

Figure 6-1 Moreno Valley GHG Emissions by Year

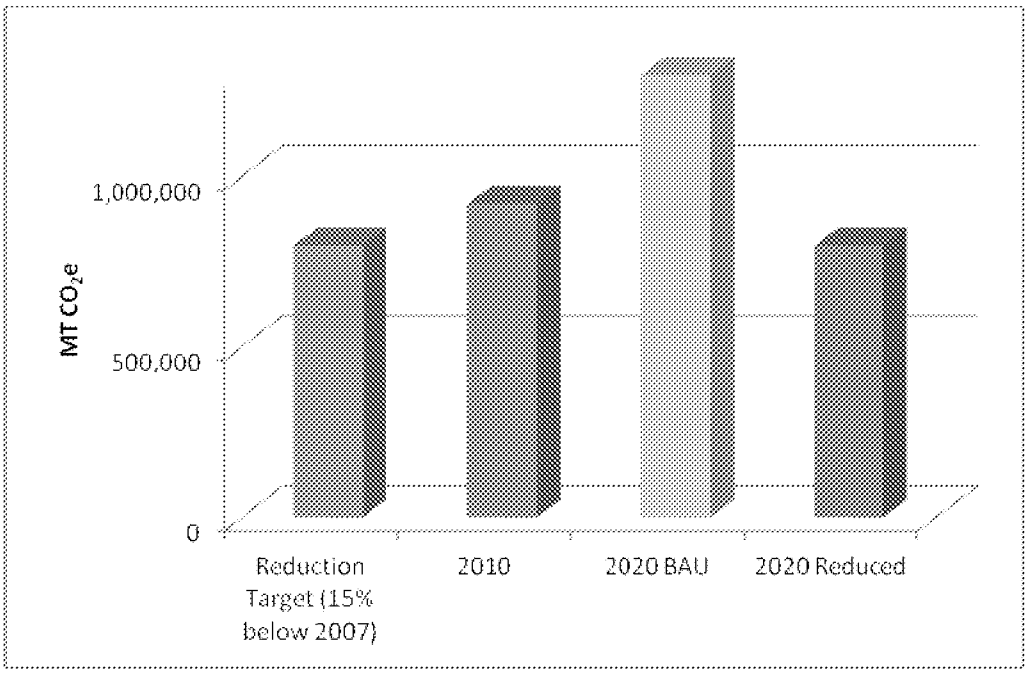

This document sets a target to reduce community-wide GHG emission emissions by 15% from 2007 levels by 2020, consistent with the State reduction goals in AB 32. The CARB Scoping Plan outlines the reduction strategies designed to meet the statewide reduction goal of AB 32. The City has a reduction strategy as described in Chapter 4 that would meet the State reduction goal. Reduction measures provided herein would ensure that Moreno Valley meets the AB 32 reduction target of reducing to 15% below 2007 levels (reduce down to 798,693 MT CO_2e) by 2020. In many cases, implementation of the reduction measures will require the cooperation of other agencies, private businesses, and residents. Even with the anticipated growth, the modernization of vehicle fleets, combined with the continued implementation of the proposed measures, will reduce GHG emissions by approximately 500,406 MT CO_2e from 2020 levels. Therefore, the implementation of the State (R1) measures combined with the City's R2 and R3 measures will reduce GHG emissions down to 798,137 MT CO_2e by year 2020, which is 556 MT CO_2e below the reduction target.

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6.2 Additional Reduction Opportunities

The quantitative analysis of reductions demonstrates that the City can achieve the reduction target by implementing the reduction strategies. The quantitative analysis of future emissions in Moreno Valley also demonstrates that the target is achieved with only 556 MT CO_2e to spare. However, there are many additional opportunities to reduce emissions that cannot be calculated in a quantitative manner at this time.

One class of additional reduction opportunities includes many of the R3 measures which are anticipated to reduce emissions but cannot be calculated due to indeterminate variables. These include cross-jurisdictional coordination on transportation and energy programs that can reap huge additional reduction opportunities beyond what Moreno Valley can do on their own, an Alternative Energy Development Plan coordinated with SCE, City tree planting program that provides additional sequestration and shade, and a Heat Island Plan. Addressing the heat island affect will reduce the energy needed to cool buildings and automobiles, which would result in a reduction in GHG emissions. However, the current state of emission modeling cannot calculate the emissions reductions associated with addressing the heat island effect.

Another class of additional reduction opportunities includes the implementation of the Regional Sustainable Communities Strategy (SCS) within Moreno Valley. The Southern California Association of Governments (SCAG) has released the draft SCS, but has not finalized it or provided the quantitative values to estimate the GHG reductions within Moreno Valley attributable to implementation of the SCS. Once more quantitative data is available, additional reductions due to the SCS within Moreno Valley can be calculated and provided.

The last class of additional reduction opportunities includes the City's ability to implement the R2 measures in a manner that reduces emissions beyond what was calculated in Section 4. As an example, a very modest participation in voluntary energy efficiency retrofits of existing buildings was expected in the calculations that are shown. Increasing participation in these programs will result in additional reductions.

The City should monitor progress of achieving the reduction goal as the R2 measures are implemented and take advantage of these additional reduction opportunities to insure that the target is achieved.

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Chapter 7 Implementation

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CHAPTER 7 IMPLEMENTATION

This GHG Analysis sets a framework for Moreno Valley to reduce its GHG emissions. Through this analysis, the City has set a baseline for emissions, a target for emissions reductions, and a strategy to attain the reductions to a series of reduction measures. The implementation of these measures will depend on development review; coordination with other agencies, businesses, and residents; and availability of funding through rebates and incentives.

Many of the proposed reduction measures will be implemented through the development review process. New construction offers the opportunity to build with energy efficiency and renewable energy integrated from the start. Additionally, making land use decisions based on transit accessibility and proximity to a variety of uses will help to reduce the dependency on vehicles as the main mode of transportation. Reductions from existing development will also be critical in order to reduce emissions in Moreno Valley. These improvements to existing buildings can offer direct energy cost savings and there are a variety of rebates and incentives available at the state and local level to make the upfront costs more affordable.

On a municipal level, the City of Moreno Valley has already begun to implement energy efficiency upgrades with funding from the EECBG grant money. By implementing all of the remaining planned projects, the City can set an example for the rest of the community and demonstrate how these retrofits are saving the City money and reducing GHG emissions. The City has also been monitoring its energy use through the Energy Star Portfolio Manager program. This has allowed the City to assess energy use in its facilities and monitor changes in energy use based on the retrofits described above. In the future, Moreno Valley can also work to identify additional funding for future projects and continue to administrate the Energy Star Portfolio Manager.

This report is the first step in getting Moreno Valley on track with reducing its GHG emissions. Moving forward, the City will need to monitor and evaluate the implementation of the plan, reassess the reduction measures, and continually update the plan in order to address emissions beyond 2020.

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Chapter 8 References

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CHAPTER 8 REFERENCES

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MORENO VALLEY
WHERE DREAMS SOAR

Department Update: City Manager's Office

City Council Meeting, August 28, 2012

MV00174399

Administration

- ☑ City Manager, Assistant City Manager, Assistant to the City Manager, Executive Assistant II

Media & Communications

- ☑ 3 Cable TV Producers in MVTV-3, Sr. Graphics Designer, Customer Service Assistant

MORENO VALLEY
WHERE DREAMS SOAR

City Manager's Office

Prioritized Goals: Council Workshop

- Job Development/Maximizing Vacant Land Opportunities
- Focus on Medical Corridor and Health Services/Educational opportunities
- Maximize Transportation and Infrastructure Opportunities
- Economic and Tax Base Development
- Enhance City Image

MV00174401

MORENO VALLEY
WHERE DREAMS SOAR

City Manager's Office

- Jobs/Education Initiative
- 5 Town Hall Meetings
- Op-Ed pieces in P-E, Black Voice News
- "In God We Trust"
- Media & Communications Strategy
- Mayor's State of the City

MV00174402

MORENO VALLEY
WHERE DREAMS SOAR

City Manager's Office

Groundbreaking Ceremonies

- ☑ Morrison Park Fire Station
- ☑ Heacock Bridge
- ☑ Nason/Cactus Street Improvement

Ribbon Cutting Ceremonies

- ☑ Nason/60 Phase I Interchange Improvements
- ☑ Auto Mall Improvement
- ☑ Nason/60 Ramps "Milestone Celebration"

MV00174403

MORENO VALLEY
WHERE DREAMS SOAR

City Manager's Office

- MVTV-3 tops in CA & Arizona
- Veteran's Day & Memorial Day
- 138 press releases
- Graphics support for 200 publications
- Live MVTV-3 broadcasts

MV00174404

MORENO VALLEY
WHERE DREAMS SOAR

City Manager's Office

- 3-Year Budget
- 3-Year Economic Development Action Plan
- Resolve Edgemont Water Issue
- Address St. Light Subsidy
- Legislative Program
- Maintain Services/Address Fiscal Challenges

MV00174405

MORENO VALLEY
WHERE DREAMS SOAR

Department Update: City Manager's Office

City Council Meeting, August 28, 2012

MV00174406

AGENDA

CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

August 28, 2012

SPECIAL PRESENTATIONS – 6:00 P.M.
REGULAR MEETING – 6:30 P.M.

City Council Closed Session
First Tuesday of each month – 6:00 p.m.
City Council Study Sessions
Third Tuesday of each month – 6:00 p.m.
City Council Meetings
Second and Fourth Tuesdays – 6:30 p.m.

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3705 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Richard A. Stewart, Mayor
William H. Batey II, Mayor Pro Tem
Jesse L. Molina, Council Member
Robin N. Hastings, Council Member
Marcelo Co, Council Member

MV00174407

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
August 28, 2012

CALL TO ORDER

SPECIAL PRESENTATIONS

1. RECOGNITION OF 2012 SUMMER READING PROGRAM SUPER READERS, BY MORENO VALLEY FRIENDS OF THE LIBRARY

2. EMPLOYEE OF THE QUARTER RECOGNITION, 2ND QUARTER 2012

   a) MaryLou Antero, Accounts Payable Supervisor

   b) Jim White, Accounting Technician

3. RECOGNITION OF MVTV-3 SCAN NATOA STAR AWARDS

AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
AND THE BOARD OF LIBRARY TRUSTEES

THE CITY COUNCIL RECEIVES A SEPARATE STIPEND FOR CSD MEETINGS

REGULAR MEETING - 6:30 PM
AUGUST 28, 2012

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority and the Board of Library Trustees- actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION

Pastor Terry A. Harts - Unity Christian Center Church of Moreno Valley

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY 9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed

to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the Council, Community Services District, City as Successor Agency for the Redevelopment Agency, Housing Authority or the Board of Library Trustees requests that an item be removed for separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF JULY 10, 2012 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 APPROVAL OF THE CHECK REGISTER FOR MAY, 2012 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2012-67, approving the Check Register for the month of May, 2012 in the amount of $13,875,994.96.

Resolution No. 2012-67

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Check Register for the Month of May, 2012.

A.4 APPROVAL OF THE CHECK REGISTER FOR JUNE, 2012 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2012-68, approving the Check Register for the month of June, 2012 in the amount of $22,489,803.50.

Resolution No. 2012-68

A Resolution of the City Council of the City of Moreno Valley, California Approving the Check Register for the City Council of the City of Moreno Valley, California, Approving the Check Register for the Month of June, 2012

A.5 AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO C P CONSTRUCTION CO. INC. FOR THE CORPORATE YARD SEWER IMPROVEMENTS – PROJECT NO. 803 0002 70 77 (Report of: Public Works Department/CPD)

Recommendation:

1. Award the construction contract to C P Construction Co., Inc. (C P Construction), PO Box 1206, Ontario, CA 91762, the lowest responsible bidder, for the Corporate Yard Sewer Improvements;

2. Authorize the City Manager to execute a contract with C P Construction;

3. Authorize the issuance of a Purchase Order to C P Construction in the amount of $272,710.32 ($227,258.60 plus 20% contingency) when the contract has been signed by all parties;

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with C P Construction, up to but not to exceed the $45,451.72 contingency; and

5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained system, and release the retention to C P Construction if no claims have been filed against the project.

A.6 APPROVAL OF THE AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TOTAL MAXIMUM DAILY LOAD (TMDL) TASK FORCE (Report of: Community & Economic Development Department)

Recommendation:

1. Approve the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force approved as to form by the City Attorney;

2. Appoint the Community and Economic Development Director as the primary representative and appoint the Storm Water Program Manager as the alternate representative to the TMDL Task Force;

3. Authorize the Community and Economic Development Director to execute future amendments to the Agreement as approved by the

City Attorney;

4. Authorize the Mayor to execute the Agreement; and

5. Direct the City Clerk to attest to the Mayor's signature and transmit the executed Agreement to the Santa Ana Watershed Project Authority.

A.7 REJECTION OF ALL BIDS FOR CONSTRUCTION OF THE TRANSPORTATION MANAGEMENT CENTER - PROJECT NO. 808 0005 70 76 (Report of: Public Works Department/TED)

Recommendation:

1. Reject all bids opened on July 2, 2012 for the Transportation Management Center project; and

2. Direct staff to re-advertise for construction bids for the Transportation Management Center project.

A.8 PA08-0072 – REQUEST TO CONDUCT A FULL ROAD CLOSURE OF RESOURCE WAY FROM CORPORATE STREET TO FREDERICK STREET FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM SEPTEMBER 3, 2012 – OCTOBER 1, 2012 - DEVELOPER: US REAL ESTATE LIMITED PARTNERSHIP, SAN ANTONIO, TX 78230 (Report of: Community & Economic Development Department)

Recommendation:

Authorize a full road closure of Resource Way from Corporate Street to Frederick Street for the construction of street improvements from September 3, 2012 – October 1, 2012.

A.9 P11-048, PA08-0072 – ACCEPT DEVELOPMENT IMPACT FEE (DIF) IMPROVEMENT CREDIT AGREEMENT #D12-002 FOR P11-048, PA08-0072 IMPROVEMENTS ASSOCIATED WITH THE CONCOURSE AT CENTERPOINT INDUSTRIAL BUILDING; NORTHWEST CORNER OF FREDERICK STREET AND CACTUS AVENUE; DEVELOPER: US REAL ESTATE LIMITED PARTNERSHIP, SAN ANTONIO, TX 78230 (Report of: Community & Economic Development Department)

Recommendation:

1. Accept the Development Impact Fee Improvement Credit Agreement #D12-002 (DIF Agreement) for P11-048, PA08-0072 improvements and right-of-way dedications; and

2. Authorize the Mayor to execute the DIF Agreement.

A.10 P11-048, PA08-0072 - ACCEPT TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) IMPROVEMENT CREDIT / REIMBURSEMENT AGREEMENT #T12-001 -NORTHWEST CORNER OF FREDERICK STREET AND CACTUS AVENUE DEVELOPER: US REAL ESTATE LIMITED PARTNERSHIP 9830 COLONNADE BOULEVARD, SUITE 600, SAN ANTONIO, TX 78230 (Report of: Community & Economic Development Department)

Recommendation:

1. Accept the Transportation Uniform Mitigation Fee (TUMF) Improvement Credit/Reimbursement Agreement for P11-048, PA08-0072 public improvements;

2. Authorize the Mayor to execute the Agreement; and

3. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.

A.11 PM 35150 – INDUSTRIAL – ACCEPT THE SUBSTITUTION AGREEMENT AND SECURITY FOR PUBLIC IMPROVEMENTS - NORTHWEST CORNER OF INDIAN STREET AND NANDINA AVENUE, DEVELOPER: FR/CAL MORENO VALLEY, LLC 114 PACIFICA, SUITE 220, IRVINE, CA 92618 (Report of: Community & Economic Development Department)

Recommendation:

1. Accept the substitution of Agreement for Public Improvements and Security for PM 35150;

2. Authorize the Mayor to execute the Agreement contingent upon the cash security being placed into the escrow account;

3. Direct the City Clerk to forward the signed agreement to the County Recorder's Office for recordation;

4. Authorize the City Engineer to exonerate the Faithful Performance Bond and Material and Labor Bond previously submitted by FR/CAL Moreno Valley, LLC, upon acceptance of the substitution agreement and bonds; and

5. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said time frame.

A.12 ADOPTION OF A RESOLUTION OPPOSING SAN DIEGO COUNTY WATER AUTHORITY'S COST-SHIFT (Report of: City Manager's Office)

Recommendation:

Adopt Resolution No. 2012-69 opposing San Diego County Water Authority's Cost-Shift.

Resolution No. 2012-69

A Resolution of the City Council of the City of Moreno Valley, California, Opposing San Diego County Water Authority's Cost-Shift

A.13 APPROVE RESOLUTION NO. 2012-70 ADOPTING A LOW INCOME PROGRAM AND AMENDING THE ELECTRIC RATES FOR MORENO VALLEY ELECTRIC UTILITY (Report of: Public Works Department)

Recommendation:

1. Approve Resolution No. 2012-70 adopting a Low-Income Assistance Program for the residential customers of Moreno Valley Electric Utility; and

   Resolution No. 2012-70

   A Resolution of the City Council of the City of Moreno Valley Adopting a Low-Income Assistance Program and Amending the Electric Rates for Moreno Valley Electric Utility

2. Adopts the amended Moreno Valley Utility Electric Rates as on file in the Public Works Department.

A.14 APPROVAL OF COOPERATIVE AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND THE CITY OF MORENO VALLEY FOR GILMAN SPRINGS ROAD IMPROVEMENTS - PROJECT NO. 801 0042 70 77 (Report of: Public Works Department/CPD)

Recommendation:

1. Approve the Cooperative Agreement for the Gilman Springs Road Improvements project between the County of Riverside and the City of Moreno Valley;

2. Authorize the City Manager to execute the Cooperative Agreement;

3. Authorize the Public Works Director/City Engineer to approve any minor changes that may be requested by the County of Riverside subject to the approval of the City Attorney; and

4. Authorize the Public Works Director/City Engineer to execute any future amendments to the Cooperative Agreement subject to the

approval of the City Attorney.

A.15 APPROVAL OF THE AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH WILLDAN ENGINEERING TO PROVIDE UPDATES TO THE PAVEMENT MANAGEMENT PROGRAM - PROJECT NO. 801 0043 70 77 (Report of: Public Works Department/CPD)

Recommendation:

1. Approve the Agreement for Professional Consultant Services with Willdan Engineering to provide updates to the Pavement Management Program;

2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with Willdan Engineering;

3. Authorize the issuance of a Purchase Order to Willdan Engineering in the amount of $117,000.00 when the Agreement has been signed by all parties; and

4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with Willdan Engineering, up to but not to exceed the Purchase Order amount, subject to the approval of the City Attorney.

A.16 AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO POWELL CONSTRUCTORS INC. FOR SR-60/MORENO BEACH DRIVE INTERCHANGE PHASE 1 IMPROVEMENTS – PROJECT NO. 801 0038 70 77 [FORMERLY PROJECT NO. 07-41570024] (Report of: Public Works Department/CPD)

Recommendation:

1. Award the construction contract for SR-60/Moreno Beach Drive Interchange Phase 1 Improvements to Powell Constructors Inc. (Powell), 8555 Banana Avenue, Fontana, CA 92335, the lowest responsible bidder;

2. Acting as the Successor Agency, authorize the City Manager to access agency funds, subject to Oversight Board approval;

3. Authorize the issuance of a Purchase Order for $6,693,170.50 ($5,354,536.40 bid plus 25% contingency of $1,338,634.10) to Powell when the contract has been signed by all parties;

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Powell, up to but not to exceed the Purchase Order's total contingency amount of

$1,338,634.10, subject to the approval of the City Attorney; and

5. Authorize intermittent full road closures of (1) Moreno Beach Drive between Ironwood Avenue and Trail Ridge Way and (2) Eucalyptus Avenue between Fir Avenue and Motor Way for the duration of construction anticipated to start on October 1, 2012 and be completed by October 1, 2013.

A.17 TRACT MAP 32711 – EXONERATION OF BONDS FOR PUBLIC IMPROVEMENTS, FRONTING THE SOUTH SIDE OF JANET K DRIVE AT THE "T" INTERSECTION OF BOGUE STREET DEVELOPER - ISAAC GENAH AND GLORIA M. GENAH, TRUSTORS AND TRUSTEES OF THE CSA REVOCABLE TRUST DATED SEPTEMBER 10, 1993, 1430 TANGELO LANE, LA HABRA HEIGHTS, CA 90631, HANSON A. H. HO, TRUSTEE OF THE HO 2001 FAMILY TRUST, 2245 KINGSBRIDGE COURT, SAN DIMAS, CA 91773 (Report of: Community & Economic Development Department)

Recommendation:

1. Direct the City Clerk to forward the Notification of Requirement for Public Improvement Security for Tract 32711 to the County Recorder's Office for recordation; and

2. Contingent upon recordation of the Notification of Requirement for Public Improvement by the Riverside County Recorder's Office, authorize the City Engineer to execute the exoneration of the Faithful Performance and Material and Labor bond associated with Tract 32711 for public improvements.

A.18 TRACT MAP 32710 – EXONERATION OF BONDS FOR PUBLIC IMPROVEMENTS, OCALA COURT, NORTH OF IRONWOOD AVENUE AND EAST OF HEACOCK STREET, DEVELOPER - ISAAC GENAH AND GLORIA M. GENAH, TRUSTORS AND TRUSTEES OF THE CSA REVOCABLE TRUST DATED SEPTEMBER 10, 1993, 1430 TANGELO LANE, LA HABRA HEIGHTS, CA 90631, HANSON A. H. HO, TRUSTEE OF THE HO 2001 FAMILY TRUST, 2245 KINGSBRIDGE COURT, SAN DIMAS, CA 91773 (Report of: Community & Economic Development Department)

Recommendation:

1. Direct the City Clerk to forward the Notification of Requirement for Public Improvement Security for Tract 32710 to the County Recorder's Office for recordation; and

2. Contingent upon recordation of the Notification of Requirement for Public Improvement by the Riverside County Recorder's Office,

authorize the City Engineer to execute the exoneration of the Faithful Performance and Material and Labor bond associated with Tract 32710 for public improvements.

A.19 AWARD OF CITYWIDE CAMERA SURVEILLANCE PROJECT CONTRACT AND AUTHORIZATION FOR CITY MANAGER TO EXECUTE CONTRACT AND SUPPORT AGREEMENT WITH AVRIO GROUP SURVEILLANCE SOLUTIONS, LLC PROJECT NO. TS-CCSS 2012-02 (Report of: Financial & Administrative Services Department)

Recommendation:

1. Authorize the award of the Citywide Camera Surveillance Project contract to Avrio Group Surveillance Solutions, LLC (Avrio), 3 N. Harrison Street, Suite 100, Easton, Maryland 21601 in an amount not-to-exceed $1,800,000 for installation;

2. Authorize the City Manager to sign the contract with Avrio; and

3. Authorize the City Manager to execute the support agreement with one-year of maintenance with additional one-year options for maintenance as follows:

Year 1 maintenance	Included - No Charge
Year 2 maintenance	$98,000
Year 3 maintenance	$112,000
Year 4 maintenance	$125,000
Year 5 maintenance	$145,000

A.20 RECEIPT OF QUARTERLY INVESTMENT REPORT – QUARTER ENDED JUNE 30, 2012 (Report of: Financial & Administrative Services Department)

Recommendation:

Receive and file the Quarterly Investment Report, in compliance with the City's Investment Policy.

A.21 ACCEPTANCE OF GRANT AWARD FROM THE NATIONAL ANIMAL CONTROL ASSOCIATION & THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (Report of: Financial & Administrative Services Department)

Recommendation:

1. Accept a grant award in the amount of $6,000 from the National Animal Control Association (NACA) and the American Society for the

Prevention of Cruelty to Animals (ASPCA) for the purpose of implementing ASPCA's ID-Me Animal Tagging Project; and

2. Approve revenue and expense appropriations in the grant amount of $6,000 increasing the Animal Services budget for FY 2012-13 to reflect the grant acceptance.

A.22 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT TO R.I.C. CONSTRUCTION COMPANY, INC., FOR THE CITY ANNEX BUILDING OFFICE RENOVATION PROJECT NO. 803 0004 30 40 (Report of: Human Resources/Facilities)

Recommendation:

1. Award the construction contract to R.I.C. Construction Company, Inc., 10675 "E" Avenue Hesperia, CA 92345 as the lowest responsible bidder, for the Moreno Valley Annex Renovation Project in an amount not to exceed $1,252,000;

2. Authorize the City Manager to execute a contract with R.I.C.;

3. Approve an additional appropriation in the amount of $400,000 increasing the project budget from $1,000,000 currently approved to $1,400,000 based on the actual bids received;

4. Approve a transfer of $400,000 from the City Hall Development Impact Fee (DIF) Fund to the Annex 1 Renovation Project and approve the revenue and expense appropriations respectively to facilitate said transfer;

5. Authorize the issuance of a Purchase Order to R.I.C. in the amount of $1,252,000 ($1,138,000 base bid amount plus 10% contingency) when the contract has been signed by all parties;

6. Authorize the Human Resources Director to execute any subsequent change orders to the contract with R.I.C. up to but not to exceed the Purchase Order contingency of $114,000; and

7. Authorize the Human Resources Director to record the Notice of Completion upon determination that the work is complete, and release the retention to R.I.C. if no claims are filed against the project.

A.23 RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE THIRD RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JANUARY 1, 2013 TO JUNE 30, 2013 (Report of: Community &

Economic Development Department)

Recommendation:

1. Acting in their capacity as Board Members as City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley: Adopt Resolution No. 2012-71 approving a Third Recognized Obligation Payment Schedule ("Third ROPS"), for the period of January 1, 2013 to June 30, 2013

   Resolution No. 2012-71

   A Resolution of the City Council of the City of Moreno Valley Serving as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley Approving the Third Recognized Obligation Payment Schedule for the Period of January 1, 2013 through June 30, 2013, and Authorizing the Executive Director or his Designee to make modifications thereto

2. Authorize the Executive Director or his designee to make modifications to the Schedule; and

3. Authorize the transmittal of the Third ROPS to the Oversight Board for review and approval.

A.24 OVERVIEW OF REDEVELOPMENT TRAILER BILL AB 1484 (Report of: Community & Economic Development Department)

Recommendation:
Receive and file overview report of the Redevelopment Trailer Bill Assembly Bill 1484.

A.25 RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING PROPOSED ADMINISTRATIVE BUDGET FOR THE PERIOD OF JANUARY 1, 2013 TO JUNE 30, 2013 (Report of: Community & Economic Development Department)

Recommendation:

1. Adopt Resolution No. 2012-72 approving the proposed Administrative Budget for the period of January 1, 2013 to June 30, 2013;

   Resolution No. 2012-72

   A Resolution of the City Council of the City of Moreno Valley serving as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley Approving the Proposed Administrative

Budget and Authorizing the Executive Director or his Designee to Make Modifications Thereto

2. Authorize the Executive Director or his designee to make modifications to the Schedule; and

3. Authorize the transmittal of the proposed Administrative Budget to the Oversight Board for review and approval.

A.26 TERMINATION OF AUTHORITY TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 7, IMPROVEMENT AREA NO. 2 OF THE CITY OF MORENO VALLEY (Report of: Public Works Department)

Recommendation:

That the City Council Acting as the legislative body of Community Facilities District No. 7 of the City of Moreno Valley approve Resolution No. 2012-73 terminating the authority to annex territory to CFD No. 7, Improvement Area No. 2.

Resolution No. 2012-73

A Resolution of the City Council of the City of Moreno Valley, California, Acting as the Legislative Body of Community Facilities District No. 7 of the City of Moreno Valley, Terminating the Authority to Annex Territory in the Future to Improvement Area No. 2 of Such Community Facilities District

A.27 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of July 4 – August 21, 2012.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF JULY 10, 2012 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF JULY 10, 2012 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF JULY 10, 2012 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

E. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

E.1 A PUBLIC HEARING FOR A CITYWIDE AMENDMENT (PA10-0022) TO TITLE 9, CHAPTER 9.08, SECTION 9.08.100, "LIGHTING", SECTION 9.08.190, "STREET LIGHTING", CHAPTER 9.16, ARTICLE IV, "APPLICATIONS FOR HILLSIDE DEVELOPMENT", SECTION 9.16.235 "HILLSIDE DESIGN GUIDELINES" ARTICLE VI, "APPLICATIONS FOR LIGHTING", SECTION 9.16.280 "GENERAL REQUIREMENTS, AND CHAPTER 9.15 SECTION 9.15.030, "DEFINITIONS" RELATING TO DARK SKY PROVISIONS FOR LIGHTING. THE APPLICANT IS THE CITY OF MORENO VALLEY (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Staff recommends that the City Council conduct a public hearing on the proposed lighting standards. Should the City Council choose not to adopt the new standards, no further action is required. Should the City Council choose to adopt the new standards, the following actions

are required:
RECOGNIZE that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines; and

2. INTRODUCE Ordinance No. 851, approving revisions to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general on-site, athletic field/park and street lighting citywide.

Ordinance No. 851

An Ordinance of the City Council of the City of Moreno Valley, California, Approving PA10-0022 to Amend Title 9 of the Moreno Valley Municipal Code, Chapter 9.08, Section 9.08.100 "Lighting" and Section 9.08.190 "Street Lighting", Chapter 9.16, Article IV Applications for Hillside Development Section 9.16.235 "Hillside Design Guidelines", Article VI "Applications for Lighting", Section 9.16.280, "General Requirements" and Chapter 9.15, Section 9.15.030, "Definitions" Relating to Modifications of General Site, Street and Athletic Field/Park Lighting with an Emphasis on Dark Sky Standards Citywide

E.2 A PUBLIC HEARING (PA11-0013) FOR A CITYWIDE AMENDMENT TO TITLE 9, CHAPTER 9.11, SECTION 9.11.040, "OFF STREET PARKING REQUIREMENTS" TO PROVIDE CONSISTENCY WITH THE CURRENT 2011 CALIFORNIA GREEN BUILDING CODE STANDARDS REQUIRING LOW-EMITTING, FUEL-EFFICIENT AND CARPOOL AND VANPOOL VEHICLE PARKING FOR ALL NEW NON-RESIDENTIAL USES (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. After conducting a public hearing, RECOGNIZE that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines; and

2. INTRODUCE Ordinance No. 852, approving revisions to Title 9 and Section 9.11.040 "Off Street Parking Requirements" to provide consistency with the current 2011 California Green Building Code standards for low-emitting, fuel–efficient and carpool and vanpool

vehicle parking for all new non-residential uses citywide.

Ordinance No. 852

An Ordinance of the City Council of the City of Moreno Valley, California, (PA11-0013) Amending Title 9 Chapter 9.11, Section 9.11.040, "Off Street Parking Requirements" To Provide Consistency with the Current 2011 California Green Building Code Standards Requiring Low-Emitting, Fuel-Efficient and Carpool and Vanpool Vehicle Parking for New Non-Residential Uses Citywide

E.3 HEARING ON PROPOSED RESOLUTIONS OF NECESSITY TO MAKE FINDINGS AND DETERMINATIONS AND TO AUTHORIZE EMINENT DOMAIN PROCEEDINGS TO ACQUIRE NECESSARY RIGHT-OF-WAY FOR THE SR-60/MORENO BEACH INTERCHANGE PROJECT PHASE 2 - PROJECT NO. 801 0021 70 77 (Report of: Public Works Department/CPD)

Recommendation: That the City Council:

1. Conduct a hearing, allowing testimony, including property owners who have requested the right to appear and be heard. Close the hearing;

2. Approve and adopt the Planning Division's finding that the Project is consistent with the General Plan;

3. Find the adoption of the proposed Resolutions of Necessity and acquisition of the fee and easement interests necessary for the Project are exempt from CEQA in that under §15061 (b) (3) of the CEQA Guidelines, this activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant impact on the environment and it can be seen with certainty that there is no possibility this activity would have a significant effect on the environment and is excluded from NEPA in that this activity cannot individually or cumulatively have a significant effect on the human environment and no environmental assessment is required. Further, it has been determined that the proposed activity is within the scope of and is consistent with the approved Initial Study/Negative Declaration (IS/ND) and its NEPA/CEQA Re-validation prepared for the Project;

4. Consider and find that the "Factual Summary to Support Findings Required in Resolutions Nos. 2012-63, 2012-64, 2012-65, and 2012-66" is true and correct as to each of the proposed Resolutions of Necessity;

5. Consider, find and determine that each of the statements, findings

and facts in each of the proposed Resolutions of Necessity is true and correct;

6. If the City has not approved the "Agreement for Conveyance of Property" for the property identified in this proposed Resolution, adopt the following Resolution, which identifies the property by Assessor Parcel Number and the interests to be taken, by a vote of two-thirds of all members of the City Council.

Resolution No. 2012-63

A Resolution Of The City Council Of The City Of Moreno Valley, California, Finding And Determining That The Public Interest And Necessity Require The Acquisition Of Property For Public Street And Highway Purposes Including Related Improvements And Facilities; That The Acquisition Of The Fee And The Easements In The Herein-Described Property Is Necessary For The State Route 60/Moreno Beach Interchange Improvement Project – Phase 2; That The Project Is Planned In A Manner That Is Most Compatible With The Greatest Public Good And The Least Private Injury; Authorizing Proceedings To Be Commenced In Eminent Domain; And Authorizing The Deposit Of Necessary Funds And The Payment Of Necessary Expenses And Fees For Acquisition Of Said Property; And Authorizing Counsel To Obtain An Order For Prejudgment Possession Of The Subject Property [APN: 488-080-013];

7. If the City has not approved the "Agreement for Conveyance of Property" for the property identified in this proposed Resolution, adopt the following Resolution, which identifies the property by Assessor Parcel Number and the interests to be taken, by a vote of two-thirds of all members of the City Council.

Resolution No. 2012-64

A Resolution Of The City Council Of The City Of Moreno Valley, California, Finding And Determining That The Public Interest And Necessity Require The Acquisition Of Property For Public Street And Highway Purposes Including Related Improvements And Facilities; That The Acquisition Of The Fee And The Easements In The Herein-Described Property Is Necessary For The State Route 60/Moreno Beach Interchange Improvement Project – Phase 2; That The Project Is Planned In A Manner That Is Most Compatible With The Greatest Public Good And The Least Private Injury; Authorizing Proceedings To Be Commenced In Eminent Domain; And Authorizing The Deposit Of Necessary Funds And The Payment Of Necessary Expenses And Fees For Acquisition Of Said Property; And Authorizing Counsel To

Obtain An Order For Prejudgment Possession Of The Subject Property [APNs: 488-080-014 And 488-080-017];

8. If the City has not approved the "Agreement for Conveyance of Property" for the property identified in this proposed Resolution, adopt the following Resolution, which identifies the property by Assessor Parcel Number and the interests to be taken, by a vote of two-thirds of all members of the City Council.

Resolution No. 2012-65

A Resolution Of The City Council Of The City Of Moreno Valley, California, Finding And Determining That The Public Interest And Necessity Require The Acquisition Of Property For Public Street And Highway Purposes Including Related Improvements And Facilities; That The Acquisition Of The Fee And The Easement In The Herein-Described Property Is Necessary For The State Route 60/Moreno Beach Interchange Improvement Project – Phase 2; That The Project Is Planned In A Manner That Is Most Compatible With The Greatest Public Good And The Least Private Injury; Authorizing Proceedings To Be Commenced In Eminent Domain; And Authorizing The Deposit Of Necessary Funds And The Payment Of Necessary Expenses And Fees For Acquisition Of Said Property; And Authorizing Counsel To Obtain An Order For Prejudgment Possession Of The Subject Property [APN: 488-080-016];

9. If the City has not approved the "Agreement for Conveyance of Property" for the property identified in this proposed Resolution, adopt the following Resolution, which identifies the property by Assessor Parcel Number and the interest to be taken, by a vote of two-thirds of all members of the City Council.

Resolution No. 2012-66

A Resolution Of The City Council Of The City Of Moreno Valley, California, Finding And Determining That The Public Interest And Necessity Require The Acquisition Of Property For Public Street And Highway Purposes Including Related Improvements And Facilities; That The Acquisition Of The Fee Interest In The Herein-Described Property Is Necessary For The State Route 60/Moreno Beach Interchange Improvement Project – Phase 2; That The Project Is Planned In A Manner That Is Most Compatible With The Greatest Public Good And The Least Private Injury; Authorizing Proceedings To Be Commenced In Eminent Domain; And Authorizing The Deposit Of Necessary Funds And The Payment Of Necessary Expenses And Fees For Acquisition Of Said Property; And Authorizing Counsel To

Obtain An Order For Prejudgment Possession Of The Subject Property [APN: 488-270-021]; and

10. Direct the City Attorney and Special Eminent Domain Counsel for the City to file appropriate actions in Eminent Domain, including making Deposits of Probable Compensation and to seek Orders for Prejudgment Possession and for all other appropriate orders.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

a) Report by Mayor Richard A. Stewart on March Joint Powers Commission (MJPC)

G.2 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 485-081-034 BALLOTING FOR NPDES (Report of: Public Works Department)

Recommendation: That the City Council:
Accept public comments regarding the mail ballot proceeding for Assessor Parcel Number (APN) 485-081-034 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.

G.3 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 485-081-034 BALLOTING FOR CSD ZONE M (Report of: Public Works Department)

Recommendation: That the CSD:
Accept public comments regarding the mail ballot proceeding for APN 485-081-034 for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

G.4 DRAFT ENERGY EFFICIENCY AND CLIMATE ACTION STRATEGY (Report of: Community & Economic Development Department)

Recommendation: That the City Council:
Review the policies in the Draft Energy Efficiency and Climate Action Strategy Document and provide direction to staff in formulating a final document for consideration and approval.

G.5 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

G.5.1 Department Update: City Manager's Office. Verbal report by Assistant City Manager Michelle Dawson.

G.6 CITY ATTORNEY'S REPORT (Informational Oral Presentation - Not for Council Action) (Report of: City Attorney)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT,CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/City as Successor Agency for the Community Redevelopment Agency, Housing Authority or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

ADJOURNMENT

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:30 PM
July 10, 2012

CALL TO ORDER

The Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority and the Board of Library Trustees was called to order at 6:41 p.m. by Mayor Richard A. Stewart in the Council Chamber located at 14177 Frederick Street

Mayor Richard A. Stewart announced that the City Council receives a separate stipend for CSD meetings.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Pro Tem William H. Batey II.

INVOCATION

Council Member Jesse L. Molina

ROLL CALL

Council:

Richard A. Stewart	Mayor
William H. Batey II	Mayor Pro Tem
Jesse L. Molina	Council Member
Marcelo Co	Council Member
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Juliene Clay	Administrative Assistant
Henry T. Garcia	City Manager
Richard Teichert	Financial and Administrative Services Director

Item No. A.2

Robert Hansen	City Attorney
Michelle Dawson	Assistant City Manager
Joel Ontiveros	Police Chief
Abdul Ahmad	Fire Chief
Ahmad Ansari	Public Works Director
Barry Foster	Community and Economic Development Director
Tom DeSantis	Human Resources Director
Mike McCarty	Parks & Community Services Director

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Richard A. Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Pete Bleckert A.21 and A.22 (oppose).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF JUNE 26, 2012 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of June 20 - July 3, 2012.

A.4 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE IRONWOOD AVENUE IMPROVEMENTS FROM HEACOCK STREET TO PERRIS BOULEVARD PROJECT NO. 06-50182625, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM (Report of: Public Works Department/CPD)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Ironwood Avenue Improvements from Heacock Street to Perris Boulevard, constructed by STI Inc. Trucking and Materials, 18791 Van Buren Boulevard, Suite E, Riverside, CA 92508;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code;

3. Authorize the Financial and Administrative Services Director to release the retention to STI Inc. Trucking and Materials, thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

A.5 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS, PUNCH-LIST ITEMS, AND CALTRANS ACCEPTANCE ARE COMPLETED FOR THE SR-60/NASON INTERCHANGE, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT IMPROVEMENTS INTO THE CITY-MAINTAINED SYSTEM – PROJECT NO. 98-25897 (Report of: Public Works Department/CPD)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements, punch-list items, and Caltrans acceptance are completed for construction of the SR-60/Nason Interchange Improvements, constructed by All American Asphalt, PO Box 2229, Corona, CA 92878;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code;

3. Authorize the Financial and Administrative Services Director to release the retention to All American Asphalt, thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept improvements into the City's maintained system upon acceptance of the improvements as complete.

A.6 AUTHORIZE AWARD OF CONSTRUCTION CONTRACT TO HARDY & HARPER, INC. FOR IRIS AVENUE PAVEMENT RESURFACING - PROJECT NO. 13-22422410 (Report of: Public Works Department/CPD)

Recommendation:

1. Award the construction contract to include Base Bid Schedule and Additive Bid Schedules A to D to Hardy & Harper, Inc., 1312 Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder;

2. Authorize the City Manager to execute a contract with Hardy & Harper, Inc.;

3. Authorize the issuance a Purchase Order to Hardy & Harper, Inc. for the amount of $1,225,900.00 ($1,066,000.00 Base Bid Schedule and Additive Bid Schedules amount plus 15% contingency of $159,900.00) when the contract has been signed by all parties;

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order's total contingency amount of $159,900.00, subject to the approval of the City Attorney; and

5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained roadway system, and release the retention to Hardy & Harper, Inc., if no claims are filed against the project.

A.7 APPROVE RESOLUTION NO. 2012-56, AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR STATE-LOCAL PARTNERSHIP PROGRAM (SLPP) GRANT FUNDING AND APPROPRIATING REQUIRED MATCHING FUNDS FOR THE CACTUS AVENUE WIDENING PROJECT FROM INTERSTATE 215 EASTBOUND OFF-RAMP TO VETERANS WAY PROJECT NO. 07-41678527 (Report of: Public Works Department/CPD)

Recommendation:

1. Approve Resolution No. 2012-56, authorizing the submittal of an application for the California Transportation Commission (CTC) State-Local Partnership Program (SLPP) grant for the requested amount of $560,000 for Cactus Avenue Widening from Interstate 215 Eastbound Off-Ramp to Veterans Way;

Resolution No. 2012-56

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing Submittal of an Application for Funds to the California Transportation Commission for the State-Local Partnership Program Grant Under the Proposition 1B Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 for the Cactus Avenue Widening Project from Interstate 215 East Bound Off-Ramp to Veterans Way Project No. 07-41678527

2. Authorize the City Engineer/Public Works Director, on behalf of the City, to accept any SLPP grant funds the CTC may allocate for the Cactus Avenue Widening project; and

3. Authorize the appropriation of funds up to $560,000 SLPP grant funding monies when and if the grant is awarded by the CTC and accepted by the City Engineer/Public Works Director on behalf of the City, and appropriate up to $560,000 in matching funds from Development Impact Fees (DIF, Fund 201) if and when the grant application is accepted by the CTC.

A.8 FIRST AMENDMENT TO AGREEMENT WITH FALCON ENGINEERING SERVICES INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE SR-60/MORENO BEACH PHASE 1 PROJECT – PROJECT NO. 07-41570024 (Report of: Public Works Department/CPD)

Recommendation:

1. Authorize the "First Amendment to Agreement for Professional Consultant Services, Transportation Uniform Mitigation Fee (TUMF) – Zonal" (First Amendment) with Falcon Engineering Services, Inc. (Falcon), 1020 Aquino Circle, Corona, CA 92879 to provide construction management and inspection services for the SR-60/Moreno Beach Interchange Project (Phase 1) for $767,821.56;

2. Authorize the City Manager to execute said First Amendment with Falcon;

3. Acting as the Successor Agency, approve this action as a recognized payment obligation of the former Redevelopment Agency

of the City of Moreno Valley, add it to the Recognized Obligation Payment Schedule, submit same to the Oversight Board for Approval, and authorize the City Manager to access agency funds only after Oversight Board and State Department of Finance approval;

4. Authorize a Change Order to increase Purchase Order No. 42372 with Falcon by $767,821.56 from Account No. 797.79731.7200 once the First Amendment has been signed by all parties; and

5. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the contract with Falcon within the authorized purchase order amount subject to the approval of the City Attorney.

A.9 LICENSE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND AMERICAN MEDICAL RESPONSE – INLAND EMPIRE FOR THE USE OF FIRE STATION 91 (Report of: Fire Department)

Recommendation:

1. Approve a License Agreement between the City of Moreno Valley and American Medical Response - Inland Empire for the use of Fire Station 91; and

2. Authorize the Mayor to execute the Agreement.

A.10 APPROPRIATION OF EQUIPMENT REPLACEMENT RESERVE FUNDS FOR THE PURCHASE OF A CONFINED SPACE COMMUNICATIONS KIT (Report of: Fire Department)

Recommendation:

Approve an appropriation of $10,500 from Equipment Replacement Reserve Funds to 1010-40-45-30110-660399 for the replacement of a confined space communication kit.

A.11 COMMUNITY ORIENTED POLICING SERVICES (COPS) FUNDING OPPORTUNITY (Report of: Police Department)

Recommendation:

1. Approve the grant application and authorize acceptance (if awarded) of the Office of Community Oriented Policing Services (COPS) grant in the amount of $155,384, entitled "Community Policing Development Program;" and

2. Authorize the revenue and expense budgets in the Community Oriented Policing Services (COPS) Fund 2720 for the Community

Policing Development Program in the amounts of $155,384, respectively, upon approval and acceptance of the COPS grant.

A.12 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE WIDENING OF PERRIS BOULEVARD SOUTHBOUND AT STATE ROUTE 60 WESTBOUND ON-RAMP, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM - PROJECT NO. 08-12566627 (Report of: Public Works Department/CPD)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Widening of Perris Boulevard Southbound at State Route 60 Westbound On-Ramp constructed by Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92878;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code;

3. Authorize the Financial and Administrative Services Director to release the retention to Hillcrest Contracting, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

A.13 ACCEPTANCE AND APPROPRIATION OF AN ADDITIONAL $2,000,000 IN SURFACE TRANSPORTATION PROGRAM - LOCAL (STPL) FUNDS FOR THE SR-60/NASON OVERCROSSING IMPROVEMENT PROJECT - PROJECT NO. 07-41570024 (Report of: Public Works Department/CPD)

Recommendation:

Accept and appropriate an additional $2,000,000 of Surface Transportation Program – Local (STPL) funds for the SR-60/Nason Overcrossing Improvement Project.

A.14 AUTHORIZATION OF GRANT APPLICATION SUBMITTALS FOR THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) (Report of: Public Works Department/TED)

Recommendation:
Authorize the submittal of grant applications for the Highway Safety Improvement Program (HSIP).

A.15 AUTHORIZATION TO AWARD CONTRACT TO ALL CITY MANAGEMENT SERVICES FOR THE ADMINISTRATION OF THE CROSSING GUARD PROGRAM (Report of: Public Works/TED)

Recommendation:

1. Authorize the Award of a Crossing Guard Service Contract to All City Management Services to provide adult crossing guard services within the City, commencing with the start of the 2012/2013 school year in mid-August;

2. Authorize the City Manager to execute an agreement with All City Management Services;

3. Authorize the issuance of a Purchase Order to All City Management Services in the amount of $517,258.50 for the first year of the agreement, and subsequent purchase orders as necessary to fund subsequent years of service in accordance with the terms of the agreement; and

4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with All City Management Services, subject to the approval of the City Attorney.

A.16 AUTHORIZE THE NINTH AMENDMENT TO AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. FOR PROFESSIONAL CONSULTANT SERVICES FOR THE INDIAN DETENTION BASIN DRAINAGE IMPROVEMENTS, AND IRONWOOD AVENUE STREET IMPROVEMENTS FROM HEACOCK STREET TO NITA DRIVE - PROJECT NO. 09-89791726 (Report of: Public Works Department/CPD)

Recommendation:

1. Approve the "Ninth Amendment to Agreement for Professional Consultant Services" with AECOM Technical Services, Inc., for the amount of $65,785, to provide additional professional services during close-out from the construction of the Indian Detention Basin Drainage Improvements, and Ironwood Avenue Street Improvements from Heacock Street to Nita Drive;

2. Authorize the City Manager to execute said "Ninth Amendment to Agreement for Professional Consultant Services" with AECOM Technical Services, Inc.;

3. Acting as the Successor Agency, approve this action as a recognized payment obligation of the former Redevelopment Agency of the City of Moreno Valley, add it to the Recognized Obligation Payment Schedule, submit same to the Oversight Board for approval, and authorize the City Manager to access agency funds only after Oversight Board and State Department of Finance approval;

4. Authorize a Change Order to increase the Purchase Order with AECOM Technical Services, Inc. by $65,785 when the Ninth Amendment has been signed by all parties; and

5. Authorize the Public Works Director/City Engineer to execute any subsequent minor related amendment(s) to the agreement with AECOM Technical Services, Inc. subject to the approval of the City Attorney.

A.17 AUTHORIZE A PURCHASE ORDER TO JOHNSON POWER SYSTEMS FOR THE EMERGENCY OPERATIONS CENTER FAMILY CARE CENTER GENERATOR PROJECT
PROJECT NO. 11-24024011 (Report of: Public Works Department/CPD)

Recommendation:

1. Authorize the issuance of a Purchase Order in the amount of $245,670 ($228,000 plus applicable taxes) to Johnson Power Systems, 656 E. La Cadena Drive, Riverside, CA 92502, for the purchase of the generator set and tank for the Emergency Operations Center Family Care Center;

2. Authorize the issuance of a Purchase Order in the amount of $73,810 ($68,500 plus applicable taxes) to Johnson Power Systems, 656 E. La Cadena Drive, Riverside, CA 92502, for the purchase of the additional tank for the existing generator at City Hall, if funding is available at the time of construction award; and

3. Authorize the appropriation of the savings in the amount of $458,000 from the 2005 Lease Revenue Bond Fund 501 for the Public Safety Building Conversion project to the Emergency Operations Center Family Care Generator project.

A.18 BALLISTIC GLASS UPGRADES (Report of: Police Department)

Recommendation:

1. Approve the Ballistic Glass Upgrades of the Moreno Valley Public Safety Building's (Police Department) lobby and clerical area with a revised estimated cost of $170,000; and

2. Authorize the use of $100,000 from the Moreno Valley Police Department's operational savings to be used in conjunction with the previously approved $70,000 asset forfeiture fund to complete the Ballistic Glass Upgrades.

A.19 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE AUTO MALL STREET IMPROVEMENTS PROJECT NO. 08-89791725, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM (Report of: Public Works Department/CPD)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Auto Mall Street Improvements Project to Sean Malek Engineering and Construction, 43905 Margarita Road, Temecula, CA 92592;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code;

3. Authorize the Financial and Administrative Services Director to release the retention to Sean Malek Engineering and Construction, thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project;

4. Acting as the Successor Agency, approve this action as a recognized payment obligation of the former Redevelopment Agency of the City of Moreno Valley as included on the Oversight Board approved list of projects;

5. Authorize the Public Works Director/City Engineer to accept the portion of improvements that are within the City's jurisdiction into the

City's maintained system upon acceptance of the improvements as complete; and

6. Authorize the Community and Economic Development Director to release the applicable improvements to the Moreno Valley Auto Mall Landscaping Association for maintenance.

A.20 AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT AND PURCHASE ORDER WITH JD EDGE SOFTWARE (Report of: Financial & Administrative Services Department)

Recommendation:

1. Authorize the City Manager to execute an agreement and purchase order with JD Edge Software for costs not-to-exceed $250,000 ($199,995 quoted costs plus $50,005 (25%) contingency) to assist the City in converting Human Resource and Payroll data for incorporation into the City's new ERP system; and

2. Appropriate $250,000 in FY 2012-13 to the Technology Services Division, Professional Services account from fund balance available from FY 2011-12 savings in the Financial & Administrative Services and Human Resources Departments to fund the contract expenditures for the ERP replacement project.

A.21 ADOPT A RESOLUTION APPROVING THE WRITE-OFF OF UNCOLLECTIBLE ACCOUNTS RECEIVABLE RELATED TO INVESTMENTS WITH LEHMAN BROTHERS HOLDINGS INC. IN THE AMOUNT OF $2,819,046.30 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2012-57, approving the write-off of $2,819,046.30 in uncollectible Accounts Receivable related to investments in Lehman Brothers Holdings Inc.

Resolution No. 2012-57

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Write-Off of Uncollectible Accounts Receivable related to investments with Lehman Brothers Holdings Inc. in the amount of $2,819,046.30

A.22 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND ELECTRIC RATE SCHEDULE ED – ECONOMIC DEVELOPMENT RATE FOR MORENO VALLEY UTILITY (Report of: Public Works Department/EU)

Recommendation:

1. Approve Resolution No. 2012-58 amending Electric Rate Schedule ED – Economic Development Rate for Moreno Valley Utility; and

Resolution No. 2012-58

A Resolution of the City Council of the City of Moreno Valley, California, to amend Electric Rate Schedule ED – Economic Development Rate and Associated Agreement for Moreno Valley Utility

2. Authorize the City Manager to execute, on behalf of the City Council, the amended Economic Development Rate Agreement for New or Expanded Load Electric Service Customer pursuant to Schedule ED - Economic Development Rate.

A.23 CERTIFICATION OF RIVERSIDE HOUSING DEVELOPMENT CORPORTION AS A DESIGNATED COMMUNITY HOUSING DEVELOPMENT ORGANIZATION FOR FISCAL YEAR 2012-2013 (Report of: Community & Economic Development Department)

Recommendation:

Adopt Resolution 2012-59 certifying Riverside Housing Development Corporation (RHDC) as a city-designated Community Housing Development Organization (CHDO).

Resolution No. 2012-59

A Resolution of the City Council of the City of Moreno Valley, California, Designating a Community Housing Development Organization Under the United States Department of Housing and Urban Development Home Investment Partnership Act

A.24 AFFORDABLE HOUSING AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND RIVERSIDE HOUSING DEVELOPMENT CORPORATION FOR 22877 ALLIES PLACE (Report of: Community & Economic Development Department)

Recommendation:

1. Adopt Resolution No. 2012-60 and approve the Affordable Housing Agreement by and between the City of Moreno Valley and Riverside Housing Development Corporation (RHDC);

Resolution No. 2012-60

A Resolution of the City Council of the City of Moreno Valley

Approving an Affordable Housing Agreement by and Between the City and Riverside Housing Development Corporation, A California Nonprofit Public Benefit Corporation

2. Authorize funding the project from the Program Income generated by the Neighborhood Stabilization Program Grant (197.1970.4595), and approve a budget appropriation of $209,000 for NSP Multi-Family/Rental Rehabilitation (197.19710.6848.001);

3. Authorize funding the project from HOME CHDO Reserve (Fund 176 Fund Balance), and approve a budget appropriation of $285,075 for RHDC Allies Place Project (New Business Unit);

4. Authorize the City Manager to amend the Affordable Housing Agreement (AHA) or undertake any other actions necessary, proper or convenient to the implementation of the AHA, as long as any revisions do not materially or substantially increase the City's stated obligations or materially change the uses or development permitted on the Site; and

5. Authorize the City Manager, or his appointee, to execute the necessary documents.

A.25 ADOPT RESOLUTION NO. 2012-62, APPOINTING MAYOR RICHARD A. STEWART AS THE CITY'S VOTING DELEGATE AND COUNCIL MEMBERS COUNCIL MEMBER JESSE L. MOLINA AND COUNCIL MEMBER MARCELO CO AS FIRST AND SECOND ALTERNATE DELEGATES RESPECTIVELY, TO THE LEAGUE OF CALIFORNIA CITIES ANNUAL BUSINESS MEETING – SEPTEMBER 7, 2012 (Report of: City Clerk Department)

Recommendation:
Adopt Resolution No. 2012-62 appointing Mayor Richard A. Stewart as the City's Voting Delegate and Council Members Council Member Jesse L. Molina and Council Member Marcelo Co as first and second alternate delegates respectively to the League of California Cities 2012 Annual Business Meeting.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF JUNE 26, 2012 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF JUNE 26, 2012 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF JUNE 26, 2012 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to Approve with the exception of A15, which was pulled for separate action by m/Mayor Pro Tem William H. Batey II, s/Council Member Robin N. Hastings

Approved by a vote of 5-0-0-0.

E. PUBLIC HEARINGS – NONE

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

Mayor Richard A. Stewart opened the agenda item for public comments, which were received from Kenneth Wade (oppose) and Brian Stewart (oppose).

A.15 AUTHORIZATION TO AWARD CONTRACT TO ALL CITY MANAGEMENT SERVICES FOR THE ADMINISTRATION OF THE CROSSING GUARD PROGRAM (Report of: Public Works/TED)

Recommendation:

1. Authorize the Award of a Crossing Guard Service Contract to All City Management Services to provide adult crossing guard services within the City, commencing with the start of the 2012/2013 school year in mid-August;

2. Authorize the City Manager to execute an agreement with All City Management Services;

3. Authorize the issuance of a Purchase Order to All City Management Services in the amount of $517,258.50 for the first year of the agreement, and subsequent purchase orders as necessary to fund subsequent years of service in accordance with the terms of the agreement; and

4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with All City Management Services, subject to the approval of the City Attorney.

Motion to Continue Item A.15 to August 28, 2012 by m/Council Member Jesse L. Molina, s/Council Member Robin N. Hastings

Approved by a vote of 5-0-0-0.

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

a) Report by Mayor Richard A. Stewart on March Joint Powers Commission (MJPC)

Mayor Richard A. Stewart

The Director of March Joint Powers emailed a link to a story about the grand jury investigating Victorville's mismanagement of their money of the Southern California Logistics Airport Authority. March JPA has numerous and frequent audits, and they are very good.

G.2 REGIONAL GOODS MOVEMENT - ENVIRONMENTAL STRATEGY (POWERPOINT PRESENTATION BY ANNIE NAM, MANAGER GOODS MOVEMENT AND TRANSPORTATION FINANCE)

Not for Council action.

G.3 APPROVE THE LONG RANGE BUSINESS PLAN FOR THE PERIOD FY 2010 THROUGH FY 2020 (Report of: Financial & Administrative Services

Department)

Mayor Richard A. Stewart opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:
The Finance Subcommittee recommends that the City Council approve the Long Range Business Plan (LRBP) for the period FY 2010 through FY 2020.

Motion to Approve by m/Council Member Jesse L. Molina, s/Council Member Marcelo Co

Approved by a vote of 5-0-0-0.

G.4 ADOPT A RESOLUTION OF THE CITY OF MORENO VALLEY DECLARING ITS OFFICIAL INTENT TO PROCEED WITH THE CALIFORNIA COMMUNITIES TOTAL ROAD IMPROVEMENT PROGRAM (TRIP) AND TO REIMBURSE CERTAIN EXPENDITURES FROM PROCEEDS OF INDEBTEDNESS AND RATIFY THE RETENTION OF ORRICK HERRINGTON TO REPRESENT THE CITY IN LEGAL MATTERS RELATED TO THE TRIP FINANCING (Report of: Financial & Administrative Services Department)

Mayor Richard A. Stewart opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:
Adopt Resolution No. 2012-61 approving a resolution declaring the official intent to proceed with the California Communities Total Road Improvement Program (TRIP) and to reimburse certain expenditures from proceeds of indebtedness and ratify the retention of Orrick Herrington (cost expected to be between $50,000 - $100,000) to represent the City in legal matters related to the TRIP financing and authorize the legal fees and costs to be paid from COP proceeds.

Resolution No. 2012-61

Resolution of the City of Moreno Valley, California, declaring its Official Intent to Proceed with the California Communities Total Road Improvement Program (Trip) and to Reimburse Certain Expenditures from Proceeds of Indebtedness

Motion to Approve by m/Mayor Pro Tem William H. Batey II, s/Council Member Jesse L. Molina

Approved by a vote of 5-0-0-0.

G.5 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

City Manager Henry T. Garcia

1. A three minute video has been developed to showcase the efforts of the Economic Development Department. Three buildings are under construction with the potential of up to five. Very optimistic about one of the big potential users. There has been activity on the other buildings. Moreno Valley wants to get the jobs going and get the sales tax. (The video is shown.) Moreno Valley is being aggressively marketed. Efforts that are currently underway are in the south industrial part.

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION

Mayor Richard A. Stewart opened the agenda item for public comments; there being none, public comments were closed.

H.2.1 ORDINANCE NO. 849 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING THE MORENO VALLEY MUNICIPAL CODE REGULATIONS REGARDING: (1) ADOPTING WRCOG GOOD NEIGHBOR GUIDELINES; (2) REVISED PARKING STANDARDS FOR RESTAURANTS; (3) REDUCTION OF (CC) COMMUNITY COMMERCIAL FRONT AND STREET SIDE BUILDING SETBACKS, AND REVISIONS TO PARKING AND LANDSCAPE SETBACKS; (4) PROVIDE FOR PARKING LOT MAINTENANCE STANDARDS, BANNING "TOPPING" OF TREES; AND (5) AMEND THE GENERAL PARKING DESIGN STANDARD WITH REVISED SAFETY FEATURES AND 24 FOOT WIDE DRIVE AISLES (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 26, 2012, BY A 5-0 VOTE) (Report of: Community & Economic Development Department)

Recommendation: That the City Council:
Adopt Ordinance No. 849, thereby approving PA10-0030, amending various sections of Title 9 of the City of Moreno Valley Municipal Code.

Ordinance No. 849

An Ordinance of the City Council of the City of Moreno Valley, California, Amending the Moreno Valley Municipal Code Regulations Regarding: (1)

Adopting WRCOG Good Neighbor Guidelines; (2) Revised Parking Standards for Restaurants; (3) Reduction of (CC) Community Commercial Front and Street side Building Setbacks, and Revisions to Parking and Landscape Setbacks; (4) Provide for Parking Lot Maintenance Standards, Banning "Topping" of Trees; and (5) Amend the General Parking Design Standard with Revised Safety Features and 24 Foot Wide Drive Aisles

Mayor Richard A. Stewart opened the agenda for public comments; there being none, public comments were closed.

Motion to Approve by m/Mayor Pro Tem William H. Batey II, s/Council Member Robin N. Hastings

Approved by a vote of 5-0-0-0.

H.2.2 ORDINANCE NO. 850 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SUBSECTION 9.12.050(F) OF TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE AND ADDING SUBSECTION 9.12.060(O) TO TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO SIGNS IN THE PUBLIC RIGHT-OF-WAY (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 26, 2012 BY A 5-0 VOTE) (Report of: Community & Economic Development Department)

Mayor Richard A. Stewart opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:

Adopt the proposed Ordinance No. 850, an Ordinance of the City Council of the City of Moreno Valley, California amending sub-section 9.12.050(F) of Title 9 of the City of Moreno Valley Municipal Code and adding sub-section 9.12.060(O) to Title 9 of the City of Moreno Valley Municipal Code relating to signs in the public right-of-way.

Ordinance No. 850

An Ordinance of the City Council of the City of Moreno Valley, California, amending sub-section 9.12.050(F) of Title 9 of the City of Moreno Valley Municipal Code and adding Sub-Section 9.12.060(O) to Title 9 of the City of Moreno Valley Municipal Code Relating to Signs in the Public Right-Of-Way

Motion to Approve by m/Council Member Jesse L. Molina, s/Mayor Pro Tem William H. Batey II

Approved by a vote of 5-0-0-0.

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS – NONE

PUBLIC COMMENTS **ON ANY SUBJECT NOT ON THE AGENDA** UNDER THE JURISDICTION OF THE CITY COUNCIL

Fonzo Dickerson

1. Maintenance of City

Jose Chavez

1. Safety

JulieAnn Cleveland-Stewart

1. 4th of July Youth Stage success

Tom Jerele, Sr.

1. 4th of July success

Daryl Terrell

1. Vision for Moreno Valley

Pete Bleckert

1. Lehman Brothers
2. Completed job

Dino McGloric

1. Proud to live in Moreno Valley
2. Specials at Chicago Pasta House

Chris Prudhome

1. Support for passing H.2.2

Stephanie Jackowski

1. 4th of July Youth Stage

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT,CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Council Member Jesse L. Molina

1. Commended the volunteers and staff for a job well done at the 4th of July event.

2. Thanked Rick Teichert for the long range business plan.

Council Member Robin N. Hastings

1. Staff did a phenomenal job at the community meeting on the Nason Street improvements.

2. The State Route 60 and Nason Street ribbon cutting was last week. It reaffirmed huge strides forward are being taken, and it is a dramatic improvement for the people that live on the east end of town.

3. People were excited to hear Eucalyptus is going through.

4. Everyone did a terrific job with the 4th of July. The fireworks were spectacular. Thank you for giving this back to the community.

Mayor Pro Tem William H. Batey II

1. The 4th of July parade was well attended. Those who put on the event did a great job. It was the best 4th of July in a long time. Thanked Ms. Cleveland for the work she does with the kids.

2. The Mayor was criticized for not being equal. When the utility rates were reduced to assist the businesses, the Mayor sent a letter to Edison asking for the same consideration for those they serve. Edison sent a letter stating they were unable to provide a reduction to the businesses they serve. That's part of the reason Moreno Valley went into the utility business was to be able to offer that and create the jobs that were necessary. It is

something that will need to continue to be worked on with Edison.

3. Received a letter seeking extra funding for Box Springs Mutual Water. There is no funding available for companies looking to improve their water pipes. Moreno Valley is always looking for money to make those improvements.

4. Regarding logistics, it is the first prong to Moreno Valley's economic health. Would like to see Moreno Valley develop the health care corriders and make it a priority. A lot of time and energy has been put into logistics, and now it's time to set in place the foundation for a good solid health care corridor. If Moreno Valley isn't prepared, it will slip through our hands.

5. Moreno Valley is experiencing a heat wave so hydrate and drink lots of water. The heat catches up with you quickly. Check on the elderly daily. They are prone to heat injury. Soccer and sports players please drink lots of water.

6. Wish everyone a great, safe summer.

Council Member Marcelo Co

1. This morning was spent negotiating with a company that is teaching nursing to come to Moreno Valley. They were shown areas in Moreno Valley and told Moreno Valley is the best place to do business. The company wanted to expand eight months ago.

2. Met with a consortium of business people this afternoon that want to manufacture solar paneling. The company would start with 100,000 square feet and in two years go to 500,000 square feet. The consortium would like to put in solar panels for Moreno Valley's use.

3. Moreno Valley is trying to bring in an air freight company. It will be discussed with March Joint Powers.

4. Moreno Valley should bring in as many diverse companies as possible. With the new program of giving incentives and fast track approval, Moreno Valley will beat Perris, San Bernardino and Temecula which are also offering incentives.

5. Thank you for the wonderful 4th of July presentation. Signs should be put in banks and businesses saying Moreno Valley is having a big 4th of July celebration.

Mayor Richard A. Stewart

1. Rode in the 4th of July parade in an old fire engine. Pete

Bleckert helped with the maintenance and getting it ready for the parade, and Larry Baird cleaned it up and drove it.

2. The 4th of July was a great event. Staff worked 17 hours on the holiday. There were a lot of volunteers that didn't get paid. Something will need to be done about illegal fireworks.

3. City Council approved a Waste Management reycling fee, and the bills have gone up hundreds of dollars. Staff will look into it.

4. The T J Maxx/Home Goods ribbon cutting is scheduled for August 5 at 7:45 a.m.

5. If there is a power outage, there should be a contingency plan in place for the elderly and sick.

There being no further business to conduct, the meeting was adjourned at 9:11 p.m. by unanimous informal consent.

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(a) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

a) Case: *Los Angeles Engineering v. City of Moreno Valley*
Court: Riverside Superior Court
Case No: RIC 524877

2 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL -

SIGNIFICANT EXPOSURE TO LITIGATION
Number of Cases: 5

3 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

None

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:16 p.m. by unanimous informal consent.

Submitted by:

_____
City Clerk Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

_____
Mayor Richard A. Stewart
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees

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MV00174452

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: August 28, 2012

TITLE: APPROVAL OF CHECK REGISTER FOR MAY, 2012

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. 2012-67, approving the Check Register for the month of May, 2012 in the amount of $13,875,994.96.

DISCUSSION

To facilitate Council's review, the Check Register lists in alphabetical order all checks in the amount of $25,000 or greater, followed by a listing in alphabetical order of all checks less than $25,000. The Check Register also includes wire transfers, thus eliminating the need for a separate wire transfer register, as well as the fiscal year-to-date (FYTD) amount paid to each vendor.

FISCAL IMPACT

The disbursements itemized in the attached Check Register are reflected in the FY 2011-12 budget. Therefore, there is no fiscal impact other than the expenditure of budgeted funds.

ATTACHMENTS/EXHIBITS

Resolution No. 2012-67
Check Register for Month of May, 2012

Prepared By:
Cynthia A. Fortune
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2012-67

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CHECK REGISTER FOR THE MONTH OF MAY, 2012

WHEREAS, the Financial & Administrative Services Department has prepared and provided the Check Register for the period May 1, 2012 through May 31, 2012, for review and approval by the City Council of the City of Moreno Valley; and

WHEREAS, it is in the best interest of the City that the referenced Check Register be approved.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Check Register for the period May 1, 2012 through May 31, 2012, in the total amount of $13,875,994.96 is approved.

APPROVED AND ADOPTED this 28th day of August, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Resolution No. 2012-67
Date Adopted: August 28, 2012

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-67 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 28th day of August, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

CITY CLERK

Resolution No. 2012-67
Date Adopted: August 28, 2012

City of Moreno Valley

Check Register

For Period 5/1/2012 through 5/31/2012

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

ALL AMERICAN ASPHALT, INC.				Remit to: **CORONA**	**CA**
	5/21/2012	212747	574,297.78		
				LOCAL ST. PAVEMNT RESURF. PROJ	493,869.60
				LOCAL ST. PAVEMNT RESURF. PROJ	80,428.18
	Vendor Total		**574,297.78**		
FYTD for ALL AMERICAN ASPHALT, INC.			**6,421,563.53**		
BANC OF AMERICA PUBLIC CAPITAL CORP				Remit to: **ATLANTA**	**GA**
	5/1/2012	1205031	59,918.86		
				SEMI-DBT SVC-2012 PRIV PL REF	59,918.86
	5/1/2012	1205041	53,472.50		
				SEMI-DBT SVC-2012 PRIV PL-COPS	53,472.50
	Vendor Total		**113,391.36**		
FYTD for BANC OF AMERICA PUBLIC CAPITAL CORP			**1,173,350.08**		
CALPERS				Remit to: **SACRAMENTO**	**CA**
	5/14/2012	212666	1,165,000.00		
				ANNUAL REQUIRED CONTRIBUTION	1,165,000.00
	Vendor Total		**1,165,000.00**		
FYTD for CALPERS			**1,184,702.80**		
COMPU COM				Remit to: **RANCHO CORDOVA**	**CA**
	5/29/2012	212860	114,816.24		
				MICROSOFT ENTERPRISE AGREEMENT	114,816.24
	Vendor Total		**114,816.24**		
FYTD for COMPU COM			**115,678.84**		
DEUTSCH, INC				Remit to: **ROCKVILLE**	**MD**
	5/7/2012	212650	29,695.00		
				SALES/USE TAX ACCRUAL	-2,301.36
				30' X 17' AIRSCREEN AEROPRO	29,695.00
				CALIF SALES TAX @ 7.75%	2,301.36
	Vendor Total		**29,695.00**		
FYTD for DEUTSCH, INC			**29,695.00**		

City of Moreno Valley

Check Register

For Period 5/1/2012 through 5/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EASTERN MUNICIPAL WATER DISTRICT			Remit to: **PERRIS**	**CA**
5/21/2012	212767	51,155.67		
			WATER CHARGES	969.16
			WATER CHARGES	739.92
			WATER CHARGES	549.34
			WATER CHARGES	774.20
			WATER CHARGES	1,766.73
			WATER CHARGES	14,902.19
			WATER CHARGES	1,858.56
			WATER CHARGES	4,829.83
			WATER CHARGES	4,321.47
			WATER CHARGES	2,967.87
			WATER CHARGES	2,635.91
			WATER CHARGES	5,783.18
			WATER CHARGES	54.72
			WATER CHARGES	900.49
			WATER CHARGES	1,962.86
			WATER CHARGES	556.08
			WATER CHARGES	1,390.03
			WATER CHARGES	1,049.83
			WATER CHARGES	383.05
			WATER CHARGES	77.30
			WATER CHARGES	231.37
			WATER CHARGES	306.11
			WATER CHARGES	109.15
			WATER CHARGES	1,216.41
			WATER CHARGES	819.91
	Vendor Total	**51,155.67**		
FYTD for EASTERN MUNICIPAL WATER DISTRICT		**1,306,883.00**		
EMPLOYMENT DEVELOPMENT DEPARTMENT			Remit to:	
5/4/2012	3075	31,604.03		
			STATE INCOME TAX W/H 5/4/12	31,604.03
5/29/2012	212871	73,661.77		
			UNEMPLOYMENT INS CLAIMS	73,661.77
5/18/2012	3083	30,232.95		
			STATE INCOME TAX W/H 5/18/12	30,232.95
	Vendor Total	**135,498.75**		
FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT		**1,165,841.55**		

City of Moreno Valley

Check Register

For Period 5/1/2012 through 5/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ENCO UTILITY SERVICES MORENO VALLEY LLC			Remit to: **ANAHEIM** **CA**	
5/21/2012	885235	160,013.43		
			NASON TO IRIS NEW SL SYSTEM	103.71
			ENG. REVIEW-SCE PROJ ON CACTUS	145.23
			DISTRIBUTION CHRGS	151,083.45
			SPECIAL CHRGS/TEMP PWR POLES	10,207.00
			BAD DEBT-DEDUCTION	-1,754.86
			ONLINE UTILITY SVCS	228.90
	Vendor Total	**160,013.43**		
FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC		**2,449,118.42**		
FAMILY SERVICE ASSOCIATION			Remit to: **MORENO VALLEY** **CA**	
5/21/2012	212768	67,073.76		
			AFTERSCHOOL SNACKS-CACFP	54,700.56
			AFTERSCHOOL SNACKS-CACFP	12,373.20
	Vendor Total	**67,073.76**		
FYTD for FAMILY SERVICE ASSOCIATION		**368,796.66**		
GRAFFITI TRACKER, INC.			Remit to: **OMAHA** **NE**	
5/29/2012	885282	30,000.00		
			GRAFFITI TRACKING SVCS-POLICE	30,000.00
	Vendor Total	**30,000.00**		
FYTD for GRAFFITI TRACKER, INC.		**60,000.00**		
HILLCREST CONTRACTING, INC			Remit to: **CORONA** **CA**	
5/14/2012	885190	71,037.00		
			WIDEN PERRIS BLVD SB LANE @ 60	71,037.00
	Vendor Total	**71,037.00**		
FYTD for HILLCREST CONTRACTING, INC		**936,997.19**		
INTERNAL REVENUE SERVICE			Remit to:	
5/4/2012	3074	123,473.69		
			FED INCOME TAX W/H 5/4/12	123,473.69
5/18/2012	3082	150,377.61		
			FED INCOME TAX W/H 5/18/12	150,377.61
	Vendor Total	**273,851.30**		
FYTD for INTERNAL REVENUE SERVICE		**3,081,135.96**		
KIP INCORPORATED			Remit to: **MURRIETA** **CA**	
5/29/2012	212890	94,287.50		
			HEACOCK ST BRIDGE IMPRV. PROJ	94,287.50
	Vendor Total	**94,287.50**		
FYTD for KIP INCORPORATED		**94,287.50**		

City of Moreno Valley

Check Register

For Period 5/1/2012 through 5/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LAWYERS TITLE COMPANY			Remit to: **NEWPORT BEACH**	**CA**
5/1/2012	1205021	829,845.12		
			ESCROW CLOSING COSTS	4,845.12
			ESCROW DEPOSIT/LAND-INDUST. FS	825,000.00
	Vendor Total	**829,845.12**		
FYTD for LAWYERS TITLE COMPANY		**1,361,419.24**		
LIM & NASCIMENTO ENGINEERING CORP.			Remit to: **DIAMOND BAR**	**CA**
5/14/2012	212696	38,736.43		
			INDIAN BASIN STORM DRAIN PROJ	38,736.43
	Vendor Total	**38,736.43**		
FYTD for LIM & NASCIMENTO ENGINEERING CORP.		**83,840.37**		
MORENO VALLEY UTILITY			Remit to: **HEMET**	**CA**
5/21/2012	212786	54,711.97		
			ELECTRICITY	152.82
			ELECTRICITY	1,344.85
			ELECTRICITY	375.13
			ELECTRICITY	1,760.17
			ELECTRICITY	8,895.88
			ELECTRICITY	10,764.25
			ELECTRICITY	2,621.20
			ELECTRICITY	5,469.12
			ELECTRICITY	772.35
			ELECTRICITY	1,588.33
			ELECTRICITY	11,665.79
			ELECTRICITY	7,008.27
			ELECTRICITY	236.38
			ELECTRICITY	146.13
			ELECTRICITY	93.84
			ELECTRICITY	70.51
			ELECTRICITY	70.91
			ELECTRICITY	147.31
			ELECTRICITY	100.44
			ELECTRICITY	1,428.29
	Vendor Total	**54,711.97**		
FYTD for MORENO VALLEY UTILITY		**691,616.65**		
NATIONWIDE RETIREMENT SOLUTIONS			Remit to: **COLUMBUS**	**OH**
5/4/2012	3071	25,711.85		
			DEF COMP 457 & 401(A) 5/4/12	25,711.85
5/18/2012	3079	25,630.85		
			DEF COMP 457 & 401(A) 5/18/12	25,630.85
	Vendor Total	**51,342.70**		
FYTD for NATIONWIDE RETIREMENT SOLUTIONS		**685,461.46**		

City of Moreno Valley

Check Register

For Period 5/1/2012 through 5/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
NOBLE AMERICAS ENERGY SOLUTIONS			Remit to: **PASADENA**	**CA**
5/29/2012	885292	69,610.29		
			PURCHASE ELECTRIC ENERGY	152,576.98
			PRIOR PERIOD ADJUSTMENTS	-82,966.69
	Vendor Total	**69,610.29**		
FYTD for NOBLE AMERICAS ENERGY SOLUTIONS		**1,774,531.25**		
OLOSKY, SUSAN M			Remit to: **MORENO VALLEY**	**CA**
5/14/2012	212708	35,791.00		
			RELOCATION ASSISTANCE PYMT	35,791.00
	Vendor Total	**35,791.00**		
FYTD for OLOSKY, SUSAN M		**40,050.00**		
ONE MORENO VALLEY 240, L.P.			Remit to: **GARDENA**	**CA**
5/29/2012	884	750,000.00		
			OAKWOOD AFFORDBLE HOUSING PROJ	750,000.00
	Vendor Total	**750,000.00**		
FYTD for ONE MORENO VALLEY 240, L.P.		**750,000.00**		
PERS HEALTH INSURANCE			Remit to: **SACRAMENTO**	**CA**
5/9/2012	1205011	195,143.84		
			EMPLOYEE HEALTH INS 5/9/12	195,143.84
	Vendor Total	**195,143.84**		
FYTD for PERS HEALTH INSURANCE		**2,196,752.13**		
PERS RETIREMENT			Remit to: **SACRAMENTO**	**CA**
5/11/2012	3076	215,826.98		
			PERS RETIREMENT 5/11/12	215,826.98
5/25/2012	3084	216,212.99		
			PERS RETIREMENT 5/25/12	216,212.99
	Vendor Total	**432,039.97**		
FYTD for PERS RETIREMENT		**5,164,879.67**		
RIV CO FLOOD CONTROL & WATER CONSERVATN			Remit to: **RIVERSIDE**	**CA**
5/7/2012	212619	79,736.00		
			FY 11/12 NPDES COST SHARE	79,736.00
	Vendor Total	**79,736.00**		
FYTD for RIV CO FLOOD CONTROL & WATER CONSERVATN		**212,310.41**		

City of Moreno Valley

Check Register

For Period 5/1/2012 through 5/31/2012

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RIVERSIDE COUNTY SHERIFF				Remit to: **RIVERSIDE**	**CA**
	5/7/2012	885146	2,608,719.35		
				CONTRACT LAW ENF BILL #8	44,881.77
				CONTRACT LAW ENF BILL #8	380.97
				CONTRACT LAW ENF BILL #8	1,425,960.31
				CONTRACT LAW ENF BILL #8	58,816.60
				CONTRACT LAW ENF BILL #8	353,139.52
				CONTRACT LAW ENF BILL #8	5,178.20
				CONTRACT LAW ENF BILL #8	74,996.13
				CONTRACT LAW ENF BILL #8	5,542.17
				CONTRACT LAW ENF BILL #8	69,604.19
				CONTRACT LAW ENF BILL #8	1,184.90
				CONTRACT LAW ENF BILL #8	166,288.46
				CONTRACT LAW ENF BILL #8	2,412.30
				CONTRACT LAW ENF BILL #8	310,741.62
				CONTRACT LAW ENF BILL #8	8,869.24
				CONTRACT LAW ENF BILL #8	35,394.55
				CONTRACT LAW ENF BILL #8	375.70
				CONTRACT LAW ENF BILL #8	44,952.72
	5/21/2012	885255	2,716,935.27		
				CONTRACT LAW ENF BILL #9	44,913.12
				CONTRACT LAW ENF BILL #9	434.01
				CONTRACT LAW ENF BILL #9	1,509,346.68
				CONTRACT LAW ENF BILL #9	58,078.12
				CONTRACT LAW ENF BILL #9	375,975.45
				CONTRACT LAW ENF BILL #9	6,233.05
				CONTRACT LAW ENF BILL #9	72,800.24
				CONTRACT LAW ENF BILL #9	8,528.39
				CONTRACT LAW ENF BILL #9	76,334.54
				CONTRACT LAW ENF BILL #9	1,233.35
				CONTRACT LAW ENF BILL #9	193,910.80
				CONTRACT LAW ENF BILL #9	3,505.40
				CONTRACT LAW ENF BILL #9	278,462.13
				CONTRACT LAW ENF BILL #9	7,194.06
				CONTRACT LAW ENF BILL #9	35,365.46
				CONTRACT LAW ENF BILL #9	304.30
				CONTRACT LAW ENF BILL #9	44,316.17
	Vendor Total		**5,325,654.62**		
FYTD for RIVERSIDE COUNTY SHERIFF			**35,660,031.75**		
RIVERSIDE COUNTY SHERIFF'S DEPT.				Remit to: **RIVERSIDE**	**CA**
	5/21/2012	212809	109,505.52		
				FY11/12 FACILITIES EXPENSES	109,505.52
	Vendor Total		**109,505.52**		
FYTD for RIVERSIDE COUNTY SHERIFF'S DEPT.			**370,289.15**		

City of Moreno Valley

Check Register

For Period 5/1/2012 through 5/31/2012

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RMA GROUP				Remit to: **RANCHO CUCAMONGA CA**	
	5/7/2012	212621	41,984.45		
				SR-60/NASON ST INTRCHNG PROJ	6,772.34
				SR-60/NASON ST INTRCHNG PROJ	877.43
				SR-60/NASON ST INTRCHNG PROJ	11,809.16
				SR-60/NASON ST INTRCHNG PROJ	1,530.00
				SR-60/NASON ST INTRCHNG PROJ	18,587.33
				SR-60/NASON ST INTRCHNG PROJ	2,408.19
	Vendor Total		**41,984.45**		
FYTD for RMA GROUP			**147,425.33**		
SHELL ENERGY NORTH AMERICA (US) L.P.				Remit to: **PHILADELPHIA PA**	
	5/14/2012	885207	453,544.00		
				ENERGY PURCHASE FOR MV UTIL.	453,544.00
	Vendor Total		**453,544.00**		
FYTD for SHELL ENERGY NORTH AMERICA (US) L.P.			**5,676,776.00**		
SILVER CREEK INDUSTRIES, INC				Remit to: **PERRIS CA**	
	5/29/2012	212907	175,306.99		
				MORRISON PARK FIRE STN PROJ.	175,306.99
	Vendor Total		**175,306.99**		
FYTD for SILVER CREEK INDUSTRIES, INC			**1,217,783.75**		

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA EDISON			Remit to: **ROSEMEAD**	**CA**
5/7/2012	212629	30,750.24		
			WDAT CHARGES-IRIS	2,625.22
			WDAT CHARGES-GRAHAM	5,443.81
			WDAT CHARGES-GLOBE	7,599.24
			WDAT CHARGES-NANDINA	2,668.43
			WDAT CHARGES-FREDERICK	1,966.23
			WDAT CHARGES-SUBSTATION 115KV	10,447.31
5/7/2012	212630	60,457.67		
			RELOCATION OF EXISTING FACIL.	60,457.67
5/14/2012	212722	100,070.48		
			ELECTRICITY	92.15
			ELECTRICITY	61.32
			ELECTRICITY	45.21
			ELECTRICITY	44.56
			ELECTRICITY	1,246.37
			ELECTRICITY	688.25
			ELECTRICITY	825.43
			ELECTRICITY	337.89
			ELECTRICITY	344.09
			ELECTRICITY	1,021.14
			ELECTRICITY	1,706.72
			ELECTRICITY	92,743.99
			ELECTRICITY	647.75
			ELECTRICITY	131.35
			ELECTRICITY	22.16
			ELECTRICITY	22.42
			ELECTRICITY	89.68
5/14/2012	212743	64,581.38		
			INTERCONNECT FACIL PROJ-GRAHAM	64,581.38
5/21/2012	212818	49,014.01		
			ELECTRICITY	695.09
			ELECTRICITY	1,573.16
			ELECTRICITY	22.54
			ELECTRICITY	622.83
			ELECTRICITY	640.66
			ELECTRICITY	114.49
			ELECTRICITY	2,131.16
			ELECTRICITY	532.50
			ELECTRICITY	923.54
			ELECTRICITY	1,095.35
			ELECTRICITY	1,111.88
			ELECTRICITY	21.91
			ELECTRICITY	35,195.92
			ELECTRICITY	4,152.82
			ELECTRICITY	20.52
			ELECTRICITY	22.28
			ELECTRICITY	44.06
			ELECTRICITY	23.98
			ELECTRICITY	69.32

City of Moreno Valley

Check Register

For Period 5/1/2012 through 5/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
	Vendor Total	304,873.78		
FYTD for SOUTHERN CALIFORNIA EDISON		3,251,321.81		
STANDARD INSURANCE CO			Remit to: **PORTLAND**	**OR**
5/21/2012	212820	27,680.27		
			LIFE & DISABILITY INSURANCE	10,797.16
			LIFE & DISABILITY INSURANCE	16,883.11
	Vendor Total	27,680.27		
FYTD for STANDARD INSURANCE CO		327,174.04		
STI, INC., TRUCKING & MATERIALS			Remit to: **RIVERSIDE**	**CA**
5/7/2012	212635	74,778.43		
			IRONWOOD AVE IMPRVMNTS PROJ	74,778.43
	Vendor Total	74,778.43		
FYTD for STI, INC., TRUCKING & MATERIALS		602,984.15		
TCM GROUP			Remit to: **FONTANA**	**CA**
5/14/2012	885213	96,150.09		
			SR-60/NASON ST INTRCHNG PROJ	96,150.09
	Vendor Total	96,150.09		
FYTD for TCM GROUP		1,374,484.89		
TIME WARNER CABLE			Remit to: **LOS ANGELES**	**CA**
5/29/2012	212916	30,000.00		
			COMMERCIAL ADS-USED OIL RECYC.	30,000.00
	Vendor Total	30,000.00		
FYTD for TIME WARNER CABLE		30,000.00		
U.S. BANK/CALCARDS			Remit to: **ST. LOUIS**	**MO**
5/8/2012	1205051	166,457.25		
			CALCARD PMT CYCLE END 4/27/12	166,457.25
	Vendor Total	166,457.25		
FYTD for U.S. BANK/CALCARDS		1,565,284.37		
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.			Remit to: **RIVERSIDE**	**CA**
5/21/2012	212833	39,557.79		
			TUMF REPORT FOR APRIL 2012	39,557.79
	Vendor Total	39,557.79		
FYTD for WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.		301,667.14		

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WRCRCA				Remit to: **RIVERSIDE** **CA**	
	5/7/2012	212649	171,258.12		
				COMMERC/INDUSTR FEES-MARCH '12	171,258.12
	5/21/2012	212834	91,838.00		
				INFRASTRUCTURE PROJ. FEES	91,838.00
	Vendor Total		**263,096.12**		
FYTD for WRCRCA			**679,689.30**		
	Subtotal		**12,525,664.42**		

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CHECKS LESS THAN $25,000

DEPT OF HEALTH CARE SVCS				Remit to: **SACRAMENTO**	**CA**
	5/29/2012	212845	184.86		
				SETTLEMNT AGREEMNT-RIC10024058	184.86
	Vendor Total		**184.86**		
FYTD for DEPT OF HEALTH CARE SVCS			**184.86**		
FORREST CORMANY				Remit to: **RIVERSIDE**	**CA**
	5/21/2012	212744	0.00		
				BAGPIPER-5/30/12 MEMORIAL DAY	200.00
				VOIDED CHECK #212744 - 6/11/12	-200.00
	Vendor Total		**0.00**		
FYTD for FORREST CORMANY			**0.00**		
WEST, MARIA				Remit to: **MORENO VALLEY**	**CA**
	5/21/2012	212745	77.00		
				REFUND-CLASS REGIS FEE	77.00
	Vendor Total		**77.00**		
FYTD for WEST, MARIA			**77.00**		
A & I REPROGRAPHICS	**2406362**			Remit to: **ONTARIO**	**CA**
	5/14/2012	212656	634.15		
				PERRIS BLVD IMPRV-PLANS &SPECS	634.15
	Vendor Total		**634.15**		
FYTD for A & I REPROGRAPHICS	**2406362**		**11,262.85**		
ABILITY COUNTS, INC				Remit to: **CORONA**	**CA**
	5/14/2012	212657	1,440.00		
				LANDSCAPE MAINT-AQDCT	1,440.00
	5/29/2012	212846	1,440.00		
				LANDSCAPE MAINT-AQDCT	1,440.00
	Vendor Total		**2,880.00**		
FYTD for ABILITY COUNTS, INC			**15,770.00**		
ADAMS, MARK L.				Remit to: **REDLANDS**	**CA**
	5/7/2012	885084	318.73		
				RETIREE MED MAY '12	318.73
	Vendor Total		**318.73**		
FYTD for ADAMS, MARK L.			**3,506.03**		

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ADDICTION MEDICINE CONSULTANTS, INC.			Remit to: **REDLANDS**	**CA**
5/7/2012	212548	275.00		
			DRUG/ALCOHOL TESTING PRGM	275.00
	Vendor Total	**275.00**		
FYTD for ADDICTION MEDICINE CONSULTANTS, INC.		**1,595.00**		
ADLERHORST INTERNATIONAL INC.			Remit to: **RIVERSIDE**	**CA**
5/21/2012	885225	129.30		
			MISC K-9 SUPPLIES-POLICE	129.30
5/29/2012	885264	1,700.04		
			K-9 TRAINING-POLICE PATROL	283.34
			K-9 TRAINING-PD SPCL ENF	141.67
			K-9 TRAINING-PD SPCL ENF	1,275.03
	Vendor Total	**1,829.34**		
FYTD for ADLERHORST INTERNATIONAL INC.		**5,442.79**		
ADMINSURE			Remit to: **DIAMOND BAR**	**CA**
5/7/2012	212549	2,600.00		
			WORKERS' COMP CLAIMS	2,600.00
5/14/2012	212658	2,600.00		
			WORKERS' COMP CLAIMS	2,600.00
	Vendor Total	**5,200.00**		
FYTD for ADMINSURE		**28,600.00**		
ADVANCED ELECTRIC			Remit to: **RIVERSIDE**	**CA**
5/21/2012	212746	1,088.74		
			ELECTRICAL REPAIRS-CRC	150.33
			ELECTRICAL REPAIRS-CRC	69.67
			ELECTRICAL REPAIRS-CITY HALL	868.74
5/29/2012	212847	858.64		
			ELECTRICAL REPAIRS-SKATE PARK	157.00
			MISSING SALES TAX	2.56
			SALES TAX ACCRUAL	-2.56
			ELECTRICAL REPAIRS-COMM PARK	313.64
			ELECTRICAL REPAIRS-BETHUN PARK	62.00
			ELECTRICAL REPAIRS-TS	326.00
			MISSING SALES TAX	2.95
			SALES TAX ACCRUAL	-2.95
	Vendor Total	**1,947.38**		
FYTD for ADVANCED ELECTRIC		**56,738.21**		

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AEI-CASC ENGINEERING			Remit to: **COLTON** **CA**	
5/29/2012	885265	770.00		
			IRONWD AVE/DAY ST-BARCLAY PROJ	282.00
			IRONWD AVE/DAY ST-BARCLAY PROJ	488.00
	Vendor Total	**770.00**		
FYTD for AEI-CASC ENGINEERING		**31,808.77**		
AFFORDABLE HOLLOW METAL DOOR			Remit to: **RANCHO CUCAMONGA** **CA**	
5/7/2012	212550	3,449.73		
			REPLACE RSTRM DOOR-JFK&RIDGCST	3,201.60
			SALES TAX	248.13
	Vendor Total	**3,449.73**		
FYTD for AFFORDABLE HOLLOW METAL DOOR		**3,449.73**		
AHN MIKYUNG, SUSAN			Remit to: **MORENO VALLEY** **CA**	
5/29/2012	212848	20.00		
			REFUND-RABIES DEPOSIT	20.00
	Vendor Total	**20.00**		
FYTD for AHN MIKYUNG, SUSAN		**20.00**		
AIR CLEANING SYSTEMS INC.			Remit to: **POMONA** **CA**	
5/14/2012	885175	288.27		
			PLYMOVENT MAINT/REPAIR-STN 91	135.77
			PLYMOVENT PARTS	152.50
	Vendor Total	**288.27**		
FYTD for AIR CLEANING SYSTEMS INC.		**4,342.58**		
ALEX VARGAS & MIRIAN TOLEDO			Remit to: **BELL** **CA**	
5/7/2012	212551	19,806.00		
			FINAL RELOCATION ASSIST. PYMT	19,806.00
	Vendor Total	**19,806.00**		
FYTD for ALEX VARGAS & MIRIAN TOLEDO		**23,515.00**		
ALL AMERICAN ASPHALT, INC.			Remit to: **CORONA** **CA**	
5/31/2012	1205081	8,936.47		
			RETENTN PMT PER ESCRW AGREEMNT	8,936.47
	Vendor Total	**8,936.47**		
FYTD for ALL AMERICAN ASPHALT, INC.		**6,421,563.53**		

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ALLIANT INSURANCE SERVICES, INC.			Remit to: **NEWPORT BEACH**	**CA**
5/7/2012	212552	2,286.42		
			SPECIAL EVENT INSURANCE PREM	2,286.42
	Vendor Total	**2,286.42**		
FYTD for ALLIANT INSURANCE SERVICES, INC.		**12,033.68**		
ALLIANZ LIFE INSURANCE CO			Remit to: **PITTSBURGH**	**PA**
5/7/2012	212553	75.00		
			NON-EXEMPT ANNUITY	75.00
	Vendor Total	**75.00**		
FYTD for ALLIANZ LIFE INSURANCE CO		**825.00**		
ALTERNATIVES TO DOMESTIC VIOLENCE			Remit to: **RIVERSIDE**	**CA**
5/21/2012	212748	3,660.16		
			DOMESTIC VIOLENCE SVCS	1,843.38
			DOMESTIC VIOLENCE SVCS	1,816.78
	Vendor Total	**3,660.16**		
FYTD for ALTERNATIVES TO DOMESTIC VIOLENCE		**7,501.07**		
AMERICAN FORENSIC NURSES			Remit to: **PALM SPRINGS**	**CA**
5/14/2012	885176	3,501.00		
			BLOOD DRAWS-POLICE	41.08
			BLOOD DRAWS-POLICE	1,744.96
			BLOOD DRAWS-POLICE	41.08
			BLOOD DRAWS-POLICE	1,673.88
5/29/2012	885266	82.16		
			BLOOD DRAWS-POLICE	82.16
	Vendor Total	**3,583.16**		
FYTD for AMERICAN FORENSIC NURSES		**44,734.72**		
AMERICAN QUICK PRINTING			Remit to: **MORENO VALLEY**	**CA**
5/14/2012	885177	260.76		
			PRINTING-COMPLY FORMS-FIRE	242.00
			SALES TAX	18.76
	Vendor Total	**260.76**		
FYTD for AMERICAN QUICK PRINTING		**591.55**		
AMERICAN TOWERS			Remit to: **CHARLOTTE**	**NC**
5/7/2012	212554	2,676.42		
			TOWER SPACE LEASE	2,676.42
	Vendor Total	**2,676.42**		
FYTD for AMERICAN TOWERS		**29,131.80**		

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ANIMAL EMERGENCY CLINIC, INC.			Remit to: **GRAND TERRACE**	**CA**
5/29/2012	885267	55.00		
			EMERGENCY/AFTER HR VET SVCS	55.00
	Vendor Total	**55.00**		
FYTD for ANIMAL EMERGENCY CLINIC, INC.		**1,995.00**		
ANIMAL HEALTH AND SANITARY SUPPLY			Remit to: **RIVERSIDE**	**CA**
5/29/2012	212849	297.05		
			MISC SUPPLIES-ANIMAL SVCS	297.05
	Vendor Total	**297.05**		
FYTD for ANIMAL HEALTH AND SANITARY SUPPLY		**879.61**		
ANIMAL PEST MANAGEMENT SERVICES, INC.			Remit to: **CHINO**	**CA**
5/29/2012	212850	1,525.50		
			PEST CONTROL-CITY PARKS	600.00
			PEST CONTROL-CONTRACT PARKS	229.50
			PEST CONTROL-MARCH BALLFIELD	300.00
			PEST CONTROL-MARCH FIELD CC	90.00
			PEST CONTROL-CFD #1	144.00
			PEST CONTROL-GOLF COURSE	162.00
	Vendor Total	**1,525.50**		
FYTD for ANIMAL PEST MANAGEMENT SERVICES, INC.		**17,987.50**		
APT US&C - ASSOC PUB TREAS US & CANADA			Remit to: **SILVER SPRING**	**MD**
5/14/2012	212659	200.00		
			INVESTMNT POLICY CERTIFICATION	200.00
	Vendor Total	**200.00**		
FYTD for APT US&C - ASSOC PUB TREAS US & CANADA		**200.00**		
ARANDA, JUAN			Remit to: **MORENO VALLEY**	**CA**
5/7/2012	212555	669.68		
			SETTLEMENT AGREEMENT	669.68
	Vendor Total	**669.68**		
FYTD for ARANDA, JUAN		**669.68**		
ARC OF RIVERSIDE COUNTY, THE			Remit to: **RIVERSIDE**	**CA**
5/21/2012	212749	1,941.72		
			MV RESOURCE CENTER	970.86
			MV RESOURCE CENTER	970.86
	Vendor Total	**1,941.72**		
FYTD for ARC OF RIVERSIDE COUNTY, THE		**4,854.26**		

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ARIAS, TERESA				Remit to: **MORENO VALLEY** **CA**	
	5/7/2012	212556	128.00		
				REFUND-CANCELLED CONTRCT CLASS	84.80
				REFUND-CANCELLED CONTRCT CLASS	43.20
	Vendor Total		**128.00**		
FYTD for ARIAS, TERESA			**128.00**		
ASSOCIATED ENGINEERS, INC.				Remit to: **LOS ANGELES** **CA**	
	5/7/2012	212557	3,821.50		
				HEACOCK ST WIDENING PROJ SVCS	3,821.50
	Vendor Total		**3,821.50**		
FYTD for ASSOCIATED ENGINEERS, INC.			**14,300.93**		
ASSOCIATED REPRODUCTION SERVICES				Remit to: **WHITTIER** **CA**	
	5/7/2012	212558	1,263.81		
				LEGAL REPRODUCTION SVCS	145.13
				LEGAL REPRODUCTION SVCS	426.34
				LEGAL REPRODUCTION SVCS	514.65
				LEGAL REPRODUCTION SVCS	177.69
	Vendor Total		**1,263.81**		
FYTD for ASSOCIATED REPRODUCTION SERVICES			**1,692.34**		
AT&T NATIONAL COMPLIANCE CENTER				Remit to: **NORTH PALM BEACH** **FL**	
	5/21/2012	212750	125.00		
				CELLULAR TEXT RETRIEVAL-POLICE	125.00
	Vendor Total		**125.00**		
FYTD for AT&T NATIONAL COMPLIANCE CENTER			**425.00**		
AT&T/MCI				Remit to: **WEST SACRAMENTO** **CA**	
	5/14/2012	212660	183.34		
				COMMUNICATION SVCS-POLICE	183.34
	Vendor Total		**183.34**		
FYTD for AT&T/MCI			**2,015.54**		
ATHALYE CONSULTING ENGINEERING SERVICES				Remit to: **ONTARIO** **CA**	
	5/29/2012	212851	4,604.93		
				HEACOCK ST BRIDGE IMPRVMNTS	4,604.93
	Vendor Total		**4,604.93**		
FYTD for ATHALYE CONSULTING ENGINEERING SERVICES			**4,604.93**		

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AUDREY PATRICK REPORTING SERVICES				Remit to: **SAN BERNARDINO** **CA**	
	5/14/2012	212661	288.97		
				LEGAL SVCS-CERTIFIED TRANSCRPT	288.97
	Vendor Total		**288.97**		
FYTD for AUDREY PATRICK REPORTING SERVICES			**960.21**		
AVERILL, CAMERON				Remit to: **NUEVO** **CA**	
	5/21/2012	212751	75.00		
				REFUND-SPAY/NEUTER DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for AVERILL, CAMERON			**75.00**		
AVILA, ELYSE				Remit to: **CORONA DEL MAR** **CA**	
	5/14/2012	212662	75.00		
				REFUND-SPAY/NEUTER DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for AVILA, ELYSE			**75.00**		
AXIS APPAREL				Remit to: **MORENO VALLEY** **CA**	
	5/21/2012	885226	1,677.24		
				YOUTH SPORTS UNIFORMS	1,677.24
	Vendor Total		**1,677.24**		
FYTD for AXIS APPAREL			**11,086.91**		
AYALA, NANNERL A.				Remit to: **RIVERSIDE** **CA**	
	5/7/2012	212559	152.50		
				PER DIEM-2012 USED OIL CONF.	152.50
	Vendor Total		**152.50**		
FYTD for AYALA, NANNERL A.			**770.27**		
BACHER, GRACE				Remit to: **HEMET** **CA**	
	5/7/2012	212560	318.73		
				RETIREE MED MAY '12	318.73
	Vendor Total		**318.73**		
FYTD for BACHER, GRACE			**3,506.03**		
BAISDEN, DOLORES				Remit to: **MORENO VALLEY** **CA**	
	5/29/2012	212852	50.00		
				REFUND-A/C LICENSE FEE	50.00
	Vendor Total		**50.00**		
FYTD for BAISDEN, DOLORES			**50.00**		

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BAKER, JENNA				Remit to: **MORENO VALLEY** **CA**	
	5/7/2012	212561	200.00		
				REFUND-RENTAL DEPOSIT-TWNGATE	200.00
	Vendor Total		**200.00**		
FYTD for BAKER, JENNA			**200.00**		
BAPTISTE, KANDACE				Remit to: **MORENO VALLEY** **CA**	
	5/14/2012	212742	177.50		
				PER DIEM-ICSC RECON CONVENTION	177.50
	Vendor Total		**177.50**		
FYTD for BAPTISTE, KANDACE			**177.50**		
BARNES, DARLENE				Remit to: **CHERRY VALLEY** **CA**	
	5/7/2012	885085	378.24		
				RETIREE MED FEB-APR 12, PD MAY	378.24
	Vendor Total		**378.24**		
FYTD for BARNES, DARLENE			**1,222.70**		
BARTEL ASSOCIATES, LLC				Remit to: **SAN MATEO** **CA**	
	5/14/2012	212663	3,175.00		
				CONSULTING SVCS-GASB 45 OPEB	1,825.00
				CONSULTING SVCS-GASB 45 OPEB	1,350.00
	5/29/2012	212853	175.00		
				CONSULTING SVCS-GASB 45 OPEB	175.00
	Vendor Total		**3,350.00**		
FYTD for BARTEL ASSOCIATES, LLC			**15,500.00**		
BAUTISTA, JOSEPH C.				Remit to: **FONTANA** **CA**	
	5/7/2012	885086	318.73		
				RETIREE MED MAY '12	318.73
	Vendor Total		**318.73**		
FYTD for BAUTISTA, JOSEPH C.			**3,476.87**		

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BEMUS LANDSCAPE, INC.				Remit to: **SAN CLEMENTE** **CA**	
	5/14/2012	885178	12,764.33		
				LANDSCAPE MAINT-MVU SUBSTN	567.00
				LANDSCAPE MAINT-MVU	432.00
				LANDSCAPE MAINT-LIBRARY	468.00
				LANDSCAPE MAINT-ANIMAL SVCS	468.00
				LANDSCAPE MAINT-PSB	1,077.83
				LANDSCAPE MAINT-CRC	1,710.00
				LANDSCAPE MAINT-PATRIOT PARK	57.00
				LANDSCAPE MAINT-PATRIOT PARK	303.00
				LANDSCAPE MAINT-BAY/JFK AQDCT	1,710.00
				LANDSCAPE MAINT-BIKE AQDCT	360.00
				LANDSCAPE MAINT-TOWNGATE CNTR	180.00
				LANDSCAPE MAINT-BIKE AQDCT	635.00
				LANDSCAPE MAINT-PERHAM AQDCT	60.00
				LANDSCAPE MAINT-S AQDCT "B"	662.00
				LANDSCAPE MAINT-SENIOR CNTR	236.00
				LANDSCAPE MAINT-N AQDCT	473.00
				LANDSCAPE MAINT-S AQDCT "A"	765.50
				LANDSCAPE MAINT-SCE/OLD LAKE	1,575.00
				LANDSCAPE MAINT-PAN AM/AQDCT	540.00
				LANDSCAPE MAINT-FORMER STARS	260.00
				LANDSCAPE MAINT-CITY YARD	225.00
	5/21/2012	885227	4,294.30		
				LANDSCAPE MAINT-VETERANS MMRL	225.00
				LANDSCAPE MAINT-ANNEX	221.00
				LANDSCAPE MAINT-CITY HALL	893.30
				LANDSCAPE MAINT-FIRE STNS	2,835.00
				LANDSCAPE WORK-CITY HALL TS	120.00
	5/29/2012	885268	11,526.02		
				LANDSCAPE MAINT-ZONE E-3	10,625.00
				LANDSCAPE MAINT-ZONE E-3A	781.02
				LANDSCAPE MAINT-ZONE E-3A	120.00
	Vendor Total		**28,584.65**		
FYTD for BEMUS LANDSCAPE, INC.			**344,517.59**		
BENESYST				Remit to: **MINNEAPOLIS** **MN**	
	5/7/2012	885087	205.00		
				COBRA ACCOUNT	205.00
	5/29/2012	885269	205.00		
				COBRA ADMIN FEE	205.00
	Vendor Total		**410.00**		
FYTD for BENESYST			**2,140.20**		

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BENESYST, INC.				Remit to: **MINNEAPOLIS** **MN**	
	5/7/2012	885088	201.90		
				FSA ADMIN COSTS	201.90
	5/29/2012	885270	201.90		
				FLEX ADMIN SVCS	201.90
	Vendor Total		**403.80**		
FYTD for BENESYST, INC.			**3,287.58**		
BETTY, LARRY				Remit to: **MORENO VALLEY** **CA**	
	5/14/2012	212664	50.00		
				REFUND-TRAP RENTAL DEPOSIT	50.00
	Vendor Total		**50.00**		
FYTD for BETTY, LARRY			**50.00**		
BIO-TOX LABORATORIES				Remit to: **RIVERSIDE** **CA**	
	5/7/2012	212562	10,335.50		
				TOXICOLOGY TESTS-POLICE	102.69
				TOXICOLOGY TESTS-POLICE	1,310.53
				TOXICOLOGY TESTS-POLICE	58.28
				TOXICOLOGY TESTS-POLICE	8,864.00
	Vendor Total		**10,335.50**		
FYTD for BIO-TOX LABORATORIES			**99,090.74**		
BONAPARTE, CURTIS				Remit to: **MORENO VALLEY** **CA**	
	5/21/2012	212752	35.00		
				REFUND-PARKS SHELTER ELEC FEE	35.00
	Vendor Total		**35.00**		
FYTD for BONAPARTE, CURTIS			**35.00**		
BOX, MICHAEL				Remit to: **MORENO VALLEY** **CA**	
	5/29/2012	212854	319.50		
				PER DIEM-FIBER OPTICS TRNG	319.50
	Vendor Total		**319.50**		
FYTD for BOX, MICHAEL			**319.50**		
BRAUN BLAISING MCLAUGHLIN				Remit to: **SACRAMENTO** **CA**	
	5/21/2012	212753	24,414.83		
				LEGAL SVCS	11,552.74
				LEGAL SVCS	12,862.09
	Vendor Total		**24,414.83**		
FYTD for BRAUN BLAISING MCLAUGHLIN			**122,030.85**		

City of Moreno Valley

Check Register

For Period 5/1/2012 through 5/31/2012

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BREITKREUZ, THOMAS F.				Remit to: **REDLANDS** **CA**	
	5/7/2012	212563	956.19		
				RETIREE MED JAN-MAR 12, PD MAY	956.19
	Vendor Total		**956.19**		
FYTD for BREITKREUZ, THOMAS F.			**3,378.00**		
BRODART CO.				Remit to: **WILLIAMSPORT** **PA**	
	5/7/2012	885089	1,886.41		
				MISC BOOKS-LIBRARY	22.99
				MISC BOOKS-LIBRARY	19.42
				MISC BOOKS-LIBRARY	51.62
				MISC BOOKS-LIBRARY	41.58
				MISC BOOKS-LIBRARY	62.00
				MISC BOOKS-LIBRARY	20.60
				MISC BOOKS-LIBRARY	125.87
				MISC BOOKS-LIBRARY	295.62
				MISC BOOKS-LIBRARY	27.19
				MISC BOOKS-LIBRARY	41.60
				MISC BOOKS-LIBRARY	107.43
				MISC BOOKS-LIBRARY	21.78
				MISC BOOKS-LIBRARY	16.27
				MISC BOOKS-LIBRARY	40.99
				MISC BOOKS-LIBRARY	59.01
				MISC BOOKS-LIBRARY	54.94
				MISC BOOKS-LIBRARY	67.83
				MISC BOOKS-LIBRARY	38.36
				MISC BOOKS-LIBRARY	56.74
				MISC BOOKS-LIBRARY	318.96
				MISC BOOKS-LIBRARY	84.72
				MISC BOOKS-LIBRARY	21.18
				MISC BOOKS-LIBRARY	22.40
				MISC BOOKS-LIBRARY	40.40
				MISC BOOKS-LIBRARY	34.86
				MISC BOOKS-LIBRARY	103.40
				MISC BOOKS-LIBRARY	88.65
	5/14/2012	885179	778.27		
				MISC BOOKS-LIBRARY	248.43
				MISC BOOKS-LIBRARY	26.81
				MISC BOOKS-LIBRARY	249.59
				MISC BOOKS-LIBRARY	22.99
				MISC BOOKS-LIBRARY	32.78
				MISC BOOKS-LIBRARY	111.90
				MISC BOOKS-LIBRARY	21.18
				MISC BOOKS-LIBRARY	22.99
				MISC BOOKS-LIBRARY	41.60
	Vendor Total		**2,664.68**		
FYTD for BRODART CO.			**31,765.99**		

City of Moreno Valley

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BROWN, CHRISTOPHER				Remit to: **MORENO VALLEY** **CA**	
	5/23/2012	212837	150.00		
				PER DIEM-SO CA GANG CONFERENCE	150.00
	Vendor Total		**150.00**		
FYTD for BROWN, CHRISTOPHER			**150.00**		
BUCKINGHAM, STAN				Remit to: **TEMECULA** **CA**	
	5/7/2012	212564	318.73		
				RETIREE MED MAY '12	318.73
	Vendor Total		**318.73**		
FYTD for BUCKINGHAM, STAN			**3,506.03**		
BURKE, JOHN R.				Remit to: **REDLANDS** **CA**	
	5/7/2012	212565	1,544.00		
				RETIREE MED JB MAR-APR 11, JB	1,544.00
	Vendor Total		**1,544.00**		
FYTD for BURKE, JOHN R.			**3,281.00**		
BURKE, WILLIAMS & SORENSEN, LLP.				Remit to: **LOS ANGELES** **CA**	
	5/21/2012	885228	9,779.95		
				LEGAL SVCS	9,779.95
	5/29/2012	885271	625.00		
				LEGAL SVCS	625.00
	Vendor Total		**10,404.95**		
FYTD for BURKE, WILLIAMS & SORENSEN, LLP.			**258,013.94**		
BUTSKO UTILITY DESIGN, INC				Remit to: **MURRIETA** **CA**	
	5/29/2012	212855	375.51		
				CACTUS AVE/NASON ST IMPRVMNTS	375.51
	Vendor Total		**375.51**		
FYTD for BUTSKO UTILITY DESIGN, INC			**375.51**		
CAIN, GREGORY				Remit to: **TAMPA** **FL**	
	5/7/2012	885090	318.73		
				RETIREE MED MAY '12	318.73
	Vendor Total		**318.73**		
FYTD for CAIN, GREGORY			**3,506.03**		
CALBO-CALIFORNIA BUILDING OFFICIALS				Remit to: **SACRAMENTO** **CA**	
	5/14/2012	212665	75.00		
				WEBSITE JOB ADVERTISEMENT	75.00
	Vendor Total		**75.00**		
FYTD for CALBO-CALIFORNIA BUILDING OFFICIALS			**1,815.00**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CALIFORNIA STATE CONTROLLER'S OFFICE			Remit to: **SACRAMENTO**	**CA**
5/21/2012	212754	0.00		
			UNCLAIMED PROPERTY (WAGES)	146.22
			UNCLAIMED VENDOR CHECKS	1,280.12
			UNCLAIMED VENDOR CHECKS	3,368.06
			VOIDED CHECK #212754 - 5/22/12	-60.00
			VOIDED CHECK #212754 - 5/22/12	-146.22
			VOIDED CHECK #212754 - 5/22/12	-1,280.12
			VOIDED CHECK #212754 - 5/22/12	-3,368.06
			UNCLAIMED VENDOR CHECKS	60.00
5/23/2012	212838	146.22		
			UNCLAIMED PROPERTY (WAGES)	146.22
5/29/2012	212856	4,588.18		
			UNCLAIMED VENDOR CHECKS	1,280.12
			UNCLAIMED VENDOR CHECKS	3,368.06
			UNCLAIMED VENDOR CHECKS	-60.00
	Vendor Total	**4,734.40**		
FYTD for CALIFORNIA STATE CONTROLLER'S OFFICE		**4,734.40**		
CANNON, ANA M.			Remit to: **HASLET**	**TX**
5/7/2012	885091	318.73		
			RETIREE MED MAY '12	318.73
	Vendor Total	**318.73**		
FYTD for CANNON, ANA M.		**3,506.03**		
CARTER, ROSALYN			Remit to: **MORENO VALLEY**	**CA**
5/7/2012	885092	637.46		
			RETIREE MED MAR-APR 12, PD MAY	637.46
	Vendor Total	**637.46**		
FYTD for CARTER, ROSALYN		**3,506.03**		
CASA FOR RIVERSIDE COUNTY, INC.			Remit to: **INDIO**	**CA**
5/21/2012	885229	2,354.98		
			COURT APPOINTED SPECIAL-CDBG	840.89
			COURT APPOINTED SPECIAL-CDBG	620.64
			COURT APPOINTED SPECIAL-CDBG	893.45
	Vendor Total	**2,354.98**		
FYTD for CASA FOR RIVERSIDE COUNTY, INC.		**14,117.12**		
CASCADE SUBSCRIPTION SERVICE, INC			Remit to: **SEATTLE**	**WA**
5/14/2012	212667	76.00		
			FIRE ENG'G. PROF MAGAZINE	76.00
	Vendor Total	**76.00**		
FYTD for CASCADE SUBSCRIPTION SERVICE, INC		**152.00**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CEMEX				Remit to: **ONTARIO** **CA**	
	5/7/2012	212566	320.26		
				PORTLAND CEMENT-MAIN/OP'S	320.26
	5/14/2012	212668	1,089.63		
				PORTLAND CEMENT-MAIN/OP'S	342.92
				PORTLAND CEMENT-MAIN/OP'S	382.98
				PORTLAND CEMENT-MAIN/OP'S	363.73
	5/29/2012	212857	795.49		
				PORTLAND CEMENT-MAIN/OP'S	362.71
				PORTLAND CEMENT-MAIN/OP'S	432.78
	Vendor Total		**2,205.38**		
FYTD for CEMEX			**11,970.54**		
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS				Remit to: **RIVERSIDE** **CA**	
	5/7/2012	885093	135.00		
				PRE-EMPLOYMENT PHYSICALS	45.00
				PRE-EMPLOYMENT PHYSICALS	25.00
				PRE-EMPLOYMENT PHYSICALS	65.00
	5/14/2012	885180	180.00		
				PRE-EMPLOYMENT PHYSICALS	45.00
				PRE-EMPLOYMENT PHYSICALS	25.00
				PRE-EMPLOYMENT PHYSICALS	45.00
				PRE-EMPLOYMENT PHYSICALS	65.00
	5/29/2012	885272	235.00		
				PRE-EMPLOYMENT PHYSICALS	25.00
				PRE-EMPLOYMENT PHYSICALS	25.00
				PRE-EMPLOYMENT PHYSICALS	45.00
				PRE-EMPLOYMENT PHYSICALS	45.00
				PRE-EMPLOYMENT PHYSICALS	25.00
				PRE-EMPLOYMENT PHYSICALS	25.00
				PRE-EMPLOYMENT PHYSICALS	45.00
	Vendor Total		**550.00**		
FYTD for CENTRAL OCCUPATIONAL MEDICINE PROVIDERS			**4,149.00**		

City of Moreno Valley

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHANCY, CHIZURU				Remit to: **MORENO VALLEY** **CA**	
	5/21/2012	212755	305.40		
				INSTRUCTOR SVCS-HAWAIIAN DANCE	60.00
				INSTRUCTOR SVCS-HAWAIIAN DANCE	30.00
				INSTRUCTOR SVCS-HAWAIIAN DANCE	70.20
				INSTRUCTOR SVCS-HAWAIIAN DANCE	45.00
				INSTRUCTOR SVCS-HAWAIIAN DANCE	70.20
				INSTRUCTOR SVCS-HAWAIIAN DANCE	30.00
	5/29/2012	212858	175.20		
				INSTRUCTOR SVCS-HAWAIIAN DANCE	70.20
				INSTRUCTOR SVCS-HAWAIIAN DANCE	45.00
				INSTRUCTOR SVCS-HAWAIIAN DANCE	60.00
	Vendor Total		**480.60**		
FYTD for CHANCY, CHIZURU			**1,782.60**		
CHANDLER ASSET MANAGEMENT, INC				Remit to: **SAN DIEGO** **CA**	
	5/21/2012	885230	8,622.00		
				FIXED INCOME INVESTMENT MGMT	8,622.00
	Vendor Total		**8,622.00**		
FYTD for CHANDLER ASSET MANAGEMENT, INC			**97,010.00**		
CHAPMAN, STEVE				Remit to: **REDLANDS** **CA**	
	5/7/2012	212567	318.73		
				RETIREE MED MAY '12	318.73
	Vendor Total		**318.73**		
FYTD for CHAPMAN, STEVE			**3,506.03**		
CHAPPELL, ISAAC				Remit to: **MORENO VALLEY** **CA**	
	5/7/2012	885094	318.73		
				RETIREE MED MAY '12	318.73
	Vendor Total		**318.73**		
FYTD for CHAPPELL, ISAAC			**3,506.03**		
CHAVEZ, ESHER				Remit to: **MORENO VALLEY** **CA**	
	5/21/2012	212756	200.00		
				REFUND-RENTAL DEPOSIT-TWNGTE	200.00
	Vendor Total		**200.00**		
FYTD for CHAVEZ, ESHER			**200.00**		
CHERRY VALLEY FEED				Remit to: **CHERRY VALLEY** **CA**	
	5/14/2012	212669	148.66		
				K-9 MISC SUPPLIES-POLICE	148.66
	Vendor Total		**148.66**		
FYTD for CHERRY VALLEY FEED			**657.08**		

City of Moreno Valley

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHRISTIAN, OWEN				Remit to: **MORENO VALLEY** **CA**	
	5/7/2012	885095	225.99		
				RETIREE MED MAY '12	225.99
	Vendor Total		**225.99**		
FYTD for CHRISTIAN, OWEN			**2,509.23**		

City of Moreno Valley

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CINTAS CORPORATION				Remit to: **ONTARIO** **CA**	
	5/7/2012	885096	422.58		
				UNIFORM RNTL SVC-FACILITIES	17.28
				UNIFORM RNTL SVC-FACILITIES	17.28
				UNIFORM RNTL SVC-VEHICLE MAINT	40.48
				UNIFORM RNTL SVC-VEHICLE MAINT	40.48
				UNIFORM RNTL SVC-TREE MAINT	15.06
				UNIFORM RNTL SVC-TREE MAINT	15.06
				UNIFORM RNTL SVC-GRAFFITI RMVL	15.06
				UNIFORM RNTL SVC-GRAFFITI RMVL	0.71
				UNIFORM RNTL SVC-GRAFFITI RMVL	14.35
				UNIFORM RNTL SVC-CONCRTE MAINT	8.57
				UNIFORM RNTL SVC-CONCRTE MAINT	6.89
				UNIFORM RNTL SVC-CONCRTE MAINT	15.46
				UNIFORM RNTL SVC-ST MAINT	96.16
				UNIFORM RNTL SVC-ST MAINT	91.14
				UNIFORM RNTL SVC-DRAIN MAINT	5.42
				UNIFORM RNTL SVC-DRAIN MAINT	5.42
				UNIFORM RNTL SVC-ST SWEEPING	8.88
				UNIFORM RNTL SVC-ST SWEEPING	8.88
	5/14/2012	885181	348.83		
				UNIFORM RNTL SVC-PARK MAINT	2.79
				UNIFORM RNTL SVC-PARK MAINT	50.20
				UNIFORM RNTL SVC-CFD #1	13.36
				UNIFORM RNTL SVC-VEHICLE MAINT	40.48
				UNIFORM RNTL SVC-TREE MAINT	15.06
				UNIFORM RNTL SVC-GRAFFITI RMVL	15.06
				UNIFORM RNTL SVC-CONCRTE MAINT	15.46
				UNIFORM RNTL SVC-ST MAINT	79.37
				UNIFORM RNTL SVC-ST MAINT	11.77
				UNIFORM RNTL SVC-DRAIN MAINT	5.42
				UNIFORM RNTL SVC-ST SWEEPING	8.88
				UNIFORM RNTL SVC-SIGN/STRIPING	16.19
				UNIFORM RNTL SVC-SIGN/STRIPING	16.19
				UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
				UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
				UNIFORM RNTL SVC-PURCHASING	3.92
				UNIFORM RNTL SVC-PURCHASING	3.92
				UNIFORM RNTL SVC-PURCHASING	3.92
				UNIFORM RNTL SVC-FACILITIES	17.28
				UNIFORM RNTL SVC-PURCHASING	3.92
	5/21/2012	885231	178.99		
				UNIFORM RNTL SVC-PARK MAINT	2.79
				UNIFORM RNTL SVC-PARK MAINT	2.79
				UNIFORM RNTL SVC-PARK MAINT	50.20
				UNIFORM RNTL SVC-PARK MAINT	50.20
				UNIFORM RNTL SVC-CFD #1	13.36
				UNIFORM RNTL SVC-CFD #1	13.36
				UNIFORM RNTL SVC-FACILITIES	17.28
				UNIFORM RNTL SVC-SIGN/STRIPING	16.19
				UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
	5/29/2012	885273	747.50		
				UNIFORM RNTL SVC-TRAFFIC SGNL	12.82

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			UNIFORM RNTL SVC-SIGN/STRIPING	16.19
			UNIFORM RNTL SVC-GRAFFITI RMVL	15.06
			UNIFORM RNTL SVC-VEHICLE MAINT	40.48
			UNIFORM RNTL SVC-TREE MAINT	15.06
			UNIFORM RNTL SVC-ST SWEEPING	8.88
			UNIFORM RNTL SVC-DRAIN MAINT	5.42
			UNIFORM RNTL SVC-ST MAINT	138.46
			UNIFORM RNTL SVC-CONCRTE MAINT	15.46
			UNIFORM RNTL SVC-GRAFFITI RMVL	15.06
			UNIFORM RNTL SVC-VEHICLE MAINT	40.48
			UNIFORM RNTL SVC-TREE MAINT	15.06
			UNIFORM RNTL SVC-ST SWEEPING	8.88
			UNIFORM RNTL SVC-DRAIN MAINT	5.42
			UNIFORM RNTL SVC-ST MAINT	95.24
			UNIFORM RNTL SVC-CONCRTE MAINT	15.46
			UNIFORM RNTL SVC-PARK MAINT	50.20
			UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
			UNIFORM RNTL SVC-SIGN/STRIPING	16.19
			UNIFORM RNTL SVC-GRAFFITI RMVL	15.06
			UNIFORM RNTL SVC-VEHICLE MAINT	40.48
			UNIFORM RNTL SVC-TREE MAINT	15.06
			UNIFORM RNTL SVC-CFD #1	13.36
			UNIFORM RNTL SVC-ST SWEEPING	8.88
			UNIFORM RNTL SVC-DRAIN MAINT	5.42
			UNIFORM RNTL SVC-ST MAINT	91.14
			UNIFORM RNTL SVC-CONCRTE MAINT	15.46
	Vendor Total	**1,697.90**		
FYTD for CINTAS CORPORATION		**14,727.35**		

CITY OF FOSTER CITY — Remit to: **FOSTER CITY** **CA**

5/7/2012	212568	1,500.00		
			ANNL FEE-RECRUITNG WEBSITE USE	1,500.00
	Vendor Total	**1,500.00**		
FYTD for CITY OF FOSTER CITY		**1,500.00**		

CITY OF MORENO VALLEY VEBA TRUST — Remit to: **MORENO VALLEY** **CA**

5/7/2012	885097	6,105.00		
			EXEMPT VEBA	6,105.00
5/21/2012	885232	2,030.00		
			EXEMPT VEBA	2,030.00
	Vendor Total	**8,135.00**		
FYTD for CITY OF MORENO VALLEY VEBA TRUST		**83,488.82**		

CITY OF PERRIS — Remit to: **PERRIS** **CA**

5/7/2012	212569	100.00		
			REFUND-RENTAL DEPOSIT-MSU	100.00
	Vendor Total	**100.00**		
FYTD for CITY OF PERRIS		**100.00**		

City of Moreno Valley

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For Period 5/1/2012 through 5/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COLLINS, COLLINS, MUIR & STEWART, LLP			Remit to: **SOUTH PASADENA**	**CA**
5/7/2012	212570	0.00		
			LEGAL SVCS-FINAL BILL-MV1156	170.50
			VOIDED CHECK #212570 - 5/14/12	-170.50
5/14/2012	212670	180.54		
			LEGAL SVCS-FINAL BILL-MV1156	170.50
			LEGAL SVCS-FINAL BILL-MV1156	10.04
	Vendor Total	**180.54**		
FYTD for COLLINS, COLLINS, MUIR & STEWART, LLP		**1,205.88**		
COMMUNICATION SUPPLY CORP.			Remit to: **BUENA PARK**	**CA**
5/14/2012	212671	18,963.80		
			FIBER OPTIC CABLE-TECH SVCS	17,599.81
			SALES TAX	1,363.99
	Vendor Total	**18,963.80**		
FYTD for COMMUNICATION SUPPLY CORP.		**37,389.05**		
COMMUNITY ASSISTANCE PROGRAM - CAP			Remit to: **MORENO VALLEY**	**CA**
5/29/2012	885274	2,509.31		
			CAP FOOD DISTRIBUTION PRGRM	2,509.31
	Vendor Total	**2,509.31**		
FYTD for COMMUNITY ASSISTANCE PROGRAM - CAP		**34,012.21**		
COMMUNITY CONNECT			Remit to: **RIVERSIDE**	**CA**
5/21/2012	212757	362.09		
			"211" CALL CENTER INFO	362.09
	Vendor Total	**362.09**		
FYTD for COMMUNITY CONNECT		**4,805.03**		
COMMUNITY HEALTH CHARITIES			Remit to: **ANAHEIM**	**CA**
5/7/2012	212571	142.00		
			CHC CONTRIBUTIONS	142.00
5/21/2012	212758	142.00		
			CHC CONTRIBUTIONS	142.00
	Vendor Total	**284.00**		
FYTD for COMMUNITY HEALTH CHARITIES		**5,350.34**		
COMPETITIVE STRIDE			Remit to: **RIVERSIDE**	**CA**
5/29/2012	212859	404.60		
			YOUTH SPORTS AWARDS	404.60
	Vendor Total	**404.60**		
FYTD for COMPETITIVE STRIDE		**3,632.06**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COMPEX LEGAL SERVICES, INC.			Remit to: **TORRANCE**	**CA**
5/14/2012	212672	1,372.73		
			LEGAL DEFENSE SVCS-CLAIMS	240.00
			TRANSCRIPTION SVCS	456.40
			LEGAL DEFENSE SVCS-CLAIMS	513.13
			LEGAL DEFENSE SVCS-CLAIMS	163.20
	Vendor Total	**1,372.73**		
FYTD for COMPEX LEGAL SERVICES, INC.		**2,516.08**		
CONTINENTAL WESTERN TRANSPORTATION			Remit to: **SAN DIEGO**	**CA**
5/29/2012	212861	6,041.43		
			ASPHALTIC MATERIALS	6,041.43
	Vendor Total	**6,041.43**		
FYTD for CONTINENTAL WESTERN TRANSPORTATION		**12,793.68**		
CONTINUING EDUCATION OF THE BAR			Remit to: **OAKLAND**	**CA**
5/29/2012	212862	154.95		
			LEGAL PUBLICATIONS	154.95
	Vendor Total	**154.95**		
FYTD for CONTINUING EDUCATION OF THE BAR		**1,492.80**		
CORNELL, CRYSTAL			Remit to: **MORENO VALLEY**	**CA**
5/14/2012	212673	27.00		
			REFUND-CLASS REGIS FEE	27.00
	Vendor Total	**27.00**		
FYTD for CORNELL, CRYSTAL		**27.00**		
COSTCO			Remit to: **MORENO VALLEY**	**CA**
5/7/2012	212572	32.44		
			MISC SUPPLIES-SKATE PARK	32.44
5/29/2012	212863	956.32		
			MISC SUPPLIES-A CHILDS PLACE	907.64
			MISC SUPPLIES-SKATE PARK	48.68
	Vendor Total	**988.76**		
FYTD for COSTCO		**15,994.57**		
COUNSELING TEAM, THE			Remit to: **SAN BERNARDINO**	**CA**
5/7/2012	212573	1,250.00		
			EMPLOYEE COUNSELING SVCS	1,250.00
	Vendor Total	**1,250.00**		
FYTD for COUNSELING TEAM, THE		**12,500.00**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COUNTRY SQUIRE ESTATES			Remit to: **ONTARIO** **CA**	
5/14/2012	212674	147.63		
			REFUND-UUT FOR EXEMPT RESIDNTS	74.42
			REFUND-UUT FOR EXEMPT RESIDNTS	73.21
	Vendor Total	**147.63**		
FYTD for COUNTRY SQUIRE ESTATES		**774.36**		
COUNTS UNLIMITED, INC.			Remit to: **CORONA** **CA**	
5/21/2012	212759	1,080.00		
			TRAFFIC COUNT-SUNNYMD BL/SR-60	1,080.00
	Vendor Total	**1,080.00**		
FYTD for COUNTS UNLIMITED, INC.		**1,080.00**		
COUNTY OF RIVERSIDE			Remit to: **RIVERSIDE** **CA**	
5/14/2012	212675	1,293.07		
			JANITORIAL SUPPLIES FOR PD	1,293.07
5/14/2012	212676	16.69		
			COUNTY BLDG RECORDS COPIES	16.69
5/29/2012	212864	1,675.00		
			JANITORIAL SUPPLIES FOR PD	1,675.00
	Vendor Total	**2,984.76**		
FYTD for COUNTY OF RIVERSIDE		**22,352.81**		
COUNTY OF RIVERSIDE - RMAP			Remit to: **RIVERSIDE** **CA**	
5/14/2012	212677	98.75		
			RECORDATION SVCS-LAND DVLPMT	98.75
	Vendor Total	**98.75**		
FYTD for COUNTY OF RIVERSIDE - RMAP		**581.97**		
CRAWFORD, JENNIFER			Remit to: **YORBA LINDA** **CA**	
5/14/2012	212678	75.00		
			REFUND-SPAY/NEUTER DEPOSIT	75.00
	Vendor Total	**75.00**		
FYTD for CRAWFORD, JENNIFER		**75.00**		
CRUZ, MICHAEL			Remit to: **MORENO VALLEY** **CA**	
5/14/2012	212679	159.84		
			MILEAGE-CFEDWEST 2012 CONF.	159.84
	Vendor Total	**159.84**		
FYTD for CRUZ, MICHAEL		**507.69**		

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CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH			Remit to: **RIVERSIDE** **CA**	
5/7/2012	212574	336.00		
			HEALTH PERMIT RNWL-CELEB PRK	336.00
	Vendor Total	**336.00**		
FYTD for CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH		**24,420.83**		
D & D SERVICES DBA D & D DISPOSAL, INC.			Remit to: **VALENCIA** **CA**	
5/29/2012	212865	745.00		
			DECEASED ANIMAL RMVL	745.00
	Vendor Total	**745.00**		
FYTD for D & D SERVICES DBA D & D DISPOSAL, INC.		**8,195.00**		
DALE, KATHLEEN			Remit to: **MORENO VALLEY** **CA**	
5/7/2012	885098	318.73		
			RETIREE MED MAY '12	318.73
	Vendor Total	**318.73**		
FYTD for DALE, KATHLEEN		**3,506.03**		
DATA TICKET, INC.			Remit to: **NEWPORT BEACH** **CA**	
5/7/2012	885099	20,459.74		
			THIRD PARTY COLLECTION FEES	822.75
			CITATION PROCESSING-CODE	19,636.99
5/14/2012	885182	7,039.14		
			CITATION PROCESSING-POLICE	4,061.00
			CITATION PROCESSING-ANIMAL SVC	2,978.14
5/21/2012	885233	822.19		
			CITATION PROCESSING-BLDG	538.69
			PARKING CITATION APPLICATION	94.50
			PARKING CITATION APPLICATION	94.50
			PARKING CITATION APPLICATION	94.50
5/29/2012	885275	6,141.81		
			CITATION PROCESSING-ANIMAL SVC	6,141.81
	Vendor Total	**34,462.88**		
FYTD for DATA TICKET, INC.		**271,706.63**		
DATAQUICK CORPORATE HEADQUARTERS			Remit to: **SAN DIEGO** **CA**	
5/21/2012	212760	130.50		
			SOFTWARE/ONLINE SUBSCRIPTION	130.50
	Vendor Total	**130.50**		
FYTD for DATAQUICK CORPORATE HEADQUARTERS		**1,435.50**		

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DAVY, SELINA				Remit to: **RIVERSIDE** **CA**	
	5/14/2012	212680	95.00		
				REFUND-RABIES & S/N DEPOSIT	20.00
				REFUND-RABIES & S/N DEPOSIT	75.00
	Vendor Total		**95.00**		
FYTD for DAVY, SELINA			**95.00**		
DEBINAIRE COMPANY				Remit to: **CORONA** **CA**	
	5/14/2012	212681	274.76		
				BOILER MAINT/REPAIR-PSB	129.30
				BOILER MAINT/REPAIR-CRC	145.46
	Vendor Total		**274.76**		
FYTD for DEBINAIRE COMPANY			**3,232.04**		
DEL REY APPRAISAL SRVCS				Remit to: **MORENO VALLEY** **CA**	
	5/21/2012	212761	700.00		
				APPRAISAL SVC-22877 ALLIES PL	700.00
	Vendor Total		**700.00**		
FYTD for DEL REY APPRAISAL SRVCS			**1,200.00**		
DELTA DENTAL				Remit to: **SAN FRANCISCO** **CA**	
	5/14/2012	885183	10,203.24		
				EMPLOYEE DENTAL INSURANCE	10,203.24
	Vendor Total		**10,203.24**		
FYTD for DELTA DENTAL			**115,126.78**		
DELTACARE USA				Remit to: **LOS ANGELES** **CA**	
	5/14/2012	212682	5,768.86		
				EMPLOYEE DENTAL INSURANCE	5,768.86
	Vendor Total		**5,768.86**		
FYTD for DELTACARE USA			**68,310.91**		
DENNING, DARLENE				Remit to: **MORENO VALLEY** **CA**	
	5/21/2012	212762	200.00		
				REFUND-RENTAL DEPOSIT-TWNGTE	200.00
	Vendor Total		**200.00**		
FYTD for DENNING, DARLENE			**200.00**		
DENNIS GRUBB & ASSOCIATES, LLC				Remit to: **MIRA LOMA** **CA**	
	5/7/2012	885100	13,490.00		
				PLAN REVIEW SVCS-FIRE PREVENTN	6,450.00
				FIRE INSPECTION SVCS	7,040.00
	Vendor Total		**13,490.00**		
FYTD for DENNIS GRUBB & ASSOCIATES, LLC			**148,040.00**		

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DGM PEARCE LLC				Remit to: **BURBANK** **CA**	
	5/14/2012	212683	381.00		
				REFUND-ADMIN CITATION FEE	400.00
				REFUND-ADMIN CITATION FEE	-19.00
	Vendor Total		**381.00**		
FYTD for DGM PEARCE LLC			**381.00**		
DIAZ, LYNN				Remit to: **MORENO VALLEY** **CA**	
	5/21/2012	212763	37.00		
				REFUND-CLASS REGIS FEE	37.00
	Vendor Total		**37.00**		
FYTD for DIAZ, LYNN			**37.00**		
DIXON, RICHARD				Remit to: **MORENO VALLEY** **CA**	
	5/23/2012	212839	150.00		
				PER DIEM-SO CA GANG CONFERENCE	150.00
	Vendor Total		**150.00**		
FYTD for DIXON, RICHARD			**150.00**		
DLS LANDSCAPE, INC				Remit to: **REDLANDS** **CA**	
	5/29/2012	885276	11,475.00		
				LANDSCAPE MAINT-CFD #1	2,052.00
				LANDSCAPE MAINT-ZONE A	9,423.00
	Vendor Total		**11,475.00**		
FYTD for DLS LANDSCAPE, INC			**129,771.00**		
DMC DESIGN GROUP, INC				Remit to: **CORONA** **CA**	
	5/29/2012	212866	19,106.94		
				STORM DRAIN/ST. IMPRV-TOWNSITE	11,009.19
				CONSULTANT ADMIN SVCS-CAP PROJ	8,097.75
	Vendor Total		**19,106.94**		
FYTD for DMC DESIGN GROUP, INC			**299,270.24**		
DORSETT-NELSON, KARI				Remit to: **MORENO VALLEY** **CA**	
	5/21/2012	212764	37.00		
				REFUND-CLASS REGIS FEE	37.00
	Vendor Total		**37.00**		
FYTD for DORSETT-NELSON, KARI			**37.00**		
DORY, ALLEEN F.				Remit to: **HEMET** **CA**	
	5/7/2012	212575	225.99		
				RETIREE MED MAY '12	225.99
	Vendor Total		**225.99**		
FYTD for DORY, ALLEEN F.			**3,575.43**		

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DREABON, DAUPHINE/TODD				Remit to: **MORENO VALLEY** **CA**	
	5/21/2012	212765	65.00		
				REFUND-PARKING CITATION OVRPYT	65.00
	Vendor Total		**65.00**		
FYTD for DREABON, DAUPHINE/TODD			**65.00**		
DURAN, BLANCA				Remit to: **MORENO VALLEY** **CA**	
	5/21/2012	212766	189.00		
				INSTRUCTOR SVCS-FOLK DANCE	189.00
	Vendor Total		**189.00**		
FYTD for DURAN, BLANCA			**2,331.00**		
E.R. BLOCK PLUMBING & HEATING, INC.				Remit to: **RIVERSIDE** **CA**	
	5/14/2012	885184	60.00		
				BACKFLOW DEVICE TEST-FS#6	40.00
				BACKFLOW DEVICE TEST-CFD#1	20.00
	5/21/2012	885234	918.93		
				BACKFLOW DEVICE TEST-ZONE D	20.00
				NEW BACKFLOW DEVICE-T19518	636.43
				REPLACE STOLEN BACKFLOW DEVICE	262.50
	5/29/2012	885277	2,360.96		
				BACKFLOW DEVICE TEST-ZONE D	340.00
				ANNUAL BACKFLOW PREVENTER TEST	20.00
				BACKFLOW REPAIR-MATERIAL-ZONEM	576.46
				BACKFLOW REPAIR-LABOR-ZONE M	187.50
				BACKFLOW REPAIR-MATERIAL-ZN D	431.00
				BACKFLOW REPAIR-LABOR-ZONE D	187.50
				BACKFLOW REPAIR-MATERIAL-ZN D	431.00
				BACKFLOW REPAIR-LABOR-ZONE D	187.50
	Vendor Total		**3,339.89**		
FYTD for E.R. BLOCK PLUMBING & HEATING, INC.			**40,700.76**		
EARTH TEK ENGINEERING CORP.				Remit to: **CHINO HILLS** **CA**	
	5/29/2012	212867	91.00		
				REFUND-BUS LIC OVERPAYMENT	91.00
	Vendor Total		**91.00**		
FYTD for EARTH TEK ENGINEERING CORP.			**91.00**		

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EASTERN MUNICIPAL WATER DISTRICT			Remit to: **PERRIS**	**CA**
5/7/2012	212576	11,717.64		
			WATER CHARGES	2,669.87
			WATER CHARGES	205.14
			WATER CHARGES	1,668.42
			WATER CHARGES	3,318.66
			WATER CHARGES	2,743.10
			WATER CHARGES	29.10
			WATER CHARGES	229.86
			WATER CHARGES	172.60
			WATER CHARGES	197.62
			WATER CHARGES	187.65
			WATER CHARGES	295.62
5/14/2012	212684	8,917.17		
			WATER CHARGES	37.93
			WATER CHARGES	193.25
			WATER CHARGES	1,931.13
			WATER CHARGES	34.80
			WATER CHARGES	717.20
			WATER CHARGES	100.05
			WATER CHARGES	648.83
			WATER CHARGES	716.45
			WATER CHARGES	1,127.31
			WATER CHARGES	1,490.94
			WATER CHARGES	176.54
			WATER CHARGES	353.05
			WATER CHARGES	193.54
			WATER CHARGES	228.92
			WATER CHARGES	340.04
			WATER CHARGES	169.03
			WATER CHARGES	458.16
5/29/2012	212868	11,938.53		
			WATER CHARGES	1,177.96
			WATER CHARGES	998.03
			WATER CHARGES	4,256.84
			WATER CHARGES	1,516.46
			WATER CHARGES	3,313.08
			WATER CHARGES	553.45
			WATER CHARGES	122.71
	Vendor Total	**32,573.34**		
FYTD for EASTERN MUNICIPAL WATER DISTRICT		**1,306,883.00**		
ECONOMICS & POLITICS, INC.			Remit to: **REDLANDS**	**CA**
5/7/2012	212577	15,000.00		
			RESEARCH ECONOMIC IMPACT	12,500.00
			RESEARCH & POWERPNT PRESENTATN	2,500.00
	Vendor Total	**15,000.00**		
FYTD for ECONOMICS & POLITICS, INC.		**15,000.00**		

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EDGELANE MOBILE PARK				Remit to: **LOS ANGELES** **CA**	
	5/14/2012	885185	44.89		
				REFUND-UUT FOR EXEMPT RESIDNTS	44.89
	Vendor Total		**44.89**		
FYTD for EDGELANE MOBILE PARK			**440.03**		
EES CONSULTING, INC.				Remit to: **KIRKLAND** **WA**	
	5/29/2012	212869	2,124.44		
				CONSULTING SVCS-MVU	1,494.44
				CONSULTING SVCS-MVU	630.00
	Vendor Total		**2,124.44**		
FYTD for EES CONSULTING, INC.			**43,876.44**		
EGGERSTEN, ANNE				Remit to: **RANCHO MIRAGE** **CA**	
	5/7/2012	212578	320.43		
				RETIREE MED MAY '12	320.43
	Vendor Total		**320.43**		
FYTD for EGGERSTEN, ANNE			**3,556.11**		
ELMORE, RICK/DONNA				Remit to: **MORENO VALLEY** **CA**	
	5/29/2012	212870	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for ELMORE, RICK/DONNA			**20.00**		

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ENCO UTILITY SERVICES MORENO VALLEY LLC			Remit to: **ANAHEIM** **CA**	
5/14/2012	885186	20,397.66		
			MVU WORK AUTHORIZATION 40-250A	93.35
			MVU WORK AUTHORIZATION 40-254A	192.60
			MVU WORK AUTHORIZATION 40-251B	408.11
			MVU WORK AUTHORIZATION 40-257A	50.61
			MVU WORK AUTHORIZATION 40-243A	149.59
			MVU WORK AUTHORIZATION 40-250B	875.91
			MVU WORK AUTHORIZATION 40-249B	10,879.14
			MVU WORK AUTHORIZATION 40-268A	2,043.98
			MVU WORK AUTHORIZATION 40-242A	2,450.53
			MVU WORK AUTHORIZATION 40-247A	963.51
			MVU WORK AUTHORIZATION 40-247B	50.61
			MVU WORK AUTHORIZATION 40-268B	25.31
			MVU WORK AUTHORIZATION 40-271	711.66
			HEACOCK ST BRIDGE NEW CONDUITS	46.68
			REVIEW RULE 20A UG PROJ-NASON	798.75
			MVU WORK AUTHORIZATION 40-237B	657.32
5/29/2012	885278	1,269.40		
			ENG. REVIEW-SCE PROJ ON CACTUS	1,269.40
	Vendor Total	**21,667.06**		
FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC		**2,449,118.42**		
ENTERPRISE MEDIA			Remit to: **RIVERSIDE** **CA**	
5/7/2012	212579	1,700.00		
			LEGAL ADS FOR CDBG	1,700.00
	Vendor Total	**1,700.00**		
FYTD for ENTERPRISE MEDIA		**1,739.60**		
ESKEL/PORTER CONSULTING, INC.			Remit to: **SACRAMENTO** **CA**	
5/21/2012	885236	742.50		
			CRM CONSULTING SVCS	742.50
	Vendor Total	**742.50**		
FYTD for ESKEL/PORTER CONSULTING, INC.		**8,837.50**		

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EVANS ENGRAVING & AWARDS				Remit to: **MORENO VALLEY** **CA**	
	5/14/2012	885187	68.96		
				EMPLOYEE OF THE QTR PLAQUE	30.17
				2 X 9 WALNUT NAMEPLATE	24.00
				2 X 9 WALNUT NAMEPLATE	12.00
				CALIF SALE TAX @ 7.75%	2.79
	5/21/2012	885237	2,603.24		
				SERVICE AWARD PRGRM	1,500.00
				SERVICE AWARD PRGRM	1,064.45
				NAMEPLATES/BADGES-COMMISSIONS	25.86
				NAMEPLATES/BADGES-COMMISSIONS	0.44
				NAMEPLATES/BADGES-COMMISSIONS	12.49
	Vendor Total		**2,672.20**		
FYTD for EVANS ENGRAVING & AWARDS			**3,915.21**		
EWING IRRIGATION PRODUCTS, INC.				Remit to: **PHOENIX** **AZ**	
	5/14/2012	212685	32.72		
				IRRIGATION PARTS/SUPPLY-PARKS	32.72
	Vendor Total		**32.72**		
FYTD for EWING IRRIGATION PRODUCTS, INC.			**10,919.69**		
EXCEL LANDSCAPE, INC				Remit to: **CORONA** **CA**	
	5/29/2012	212872	5,396.99		
				LANDSCAPE MAINT-WQCB	2,365.41
				LANDSCAPE MAINT-WQCB	907.33
				LANDSCAPE MAINT-WQCB	2,124.25
	Vendor Total		**5,396.99**		
FYTD for EXCEL LANDSCAPE, INC			**90,703.60**		
F.A.C.E.				Remit to: **RIVERSIDE** **CA**	
	5/7/2012	212580	4,459.00		
				ADVERTISEMENT	1,911.00
				ADVERTISEMENT	2,548.00
	Vendor Total		**4,459.00**		
FYTD for F.A.C.E.			**4,459.00**		
FAIR HOUSING COUNCIL OF RIV CO, INC.				Remit to: **RIVERSIDE** **CA**	
	5/21/2012	885238	4,843.34		
				FORECLOSURE PREVENTN PRGRM	1,610.02
				LANDLORD/TENANT MEDIATN PRGRM	1,066.28
				FAIR HOUSING DISCRIMINATN PRGR	2,167.04
	Vendor Total		**4,843.34**		
FYTD for FAIR HOUSING COUNCIL OF RIV CO, INC.			**62,605.22**		

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FALLEN OFFICERS FUND				Remit to: **CHULA VISTA** **CA**	
	5/23/2012	212840	750.00		
				SO. CA GANG CONF/MAY 29-31	125.00
				SO. CA GANG CONF/MAY 29-31	125.00
				SO. CA GANG CONF/MAY 29-31	125.00
				SO. CA GANG CONF/MAY 29-31	125.00
				SO. CA GANG CONF/MAY 29-31	125.00
				SO. CA GANG CONF/MAY 29-31	125.00
	Vendor Total		**750.00**		
FYTD for FALLEN OFFICERS FUND			**830.00**		
FAMILY DOLLAR STORE				Remit to: **CHARLOTTE** **NC**	
	5/29/2012	212873	211.50		
				REFUND-BUS LIC OVERPAYMENT	211.50
	Vendor Total		**211.50**		
FYTD for FAMILY DOLLAR STORE			**211.50**		
FEENSTRA, JOHN				Remit to: **REDLANDS** **CA**	
	5/7/2012	885102	361.25		
				RETIREE MED MAY '12	361.25
	Vendor Total		**361.25**		
FYTD for FEENSTRA, JOHN			**3,973.75**		
FIRST CHOICE SERVICES				Remit to: **ONTARIO** **CA**	
	5/21/2012	885239	878.47		
				COFFEE SVCS-EMPLOYEE PAID	201.81
				COFFEE SVCS-EMPLOYEE PAID	56.69
				COFFEE SVCS-EMPLOYEE PAID	46.04
				COFFEE SVCS-EMPLOYEE PAID	165.22
				COFFEE SVCS-EMPLOYEE PAID	149.09
				COFFEE SVCS-EMPLOYEE PAID	66.09
				COFFEE SVCS-EMPLOYEE PAID	94.42
				COFFEE SVCS-EMPLOYEE PAID	67.73
				COFFEE SVCS-EMPLOYEE PAID	31.38
	Vendor Total		**878.47**		
FYTD for FIRST CHOICE SERVICES			**8,317.55**		
FIRST LEGAL NETWORK, LLC				Remit to: **LOS ANGELES** **CA**	
	5/29/2012	212874	186.12		
				PICK UP SVCS-GEN MATTERS	186.12
	Vendor Total		**186.12**		
FYTD for FIRST LEGAL NETWORK, LLC			**186.12**		

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FITNESS 19 CA 155 11C				Remit to: **MORENO VALLEY** **CA**	
	5/14/2012	212686	0.00		
				GYM MEMBERSHIP DEDUCTIONS	12.00
				VOIDED CHECK #212686 - 5/14/12	-12.00
	5/21/2012	212769	224.00		
				GYM MEMBERSHIP DEDUCTIONS	12.00
				GYM MEMBERSHIP DEDUCTIONS	212.00
	Vendor Total		**224.00**		
FYTD for FITNESS 19 CA 155 11C			**2,480.00**		
FLORES, DAISY				Remit to: **MORENO VALLEY** **CA**	
	5/21/2012	212770	210.00		
				REFUND-RENTAL DEPOSIT-TWNGTE	210.00
	Vendor Total		**210.00**		
FYTD for FLORES, DAISY			**210.00**		
FOCUS ESTATES, INC				Remit to: **MORENO VALLEY** **CA**	
	5/7/2012	212581	4,288.64		
				RETENTION RELEASE	4,148.69
				RETENTION RELEASE	139.95
	Vendor Total		**4,288.64**		
FYTD for FOCUS ESTATES, INC			**39,777.14**		
FOSTER, JAMES BARRY				Remit to: **RIVERSIDE** **CA**	
	5/14/2012	212687	177.50		
				PER DIEM-ICSC RECON CONVENTION	177.50
	Vendor Total		**177.50**		
FYTD for FOSTER, JAMES BARRY			**726.05**		
FOSTER, NANCY A.				Remit to: **GRASS VALLEY** **CA**	
	5/7/2012	885103	318.73		
				RETIREE MED MAY '12	318.73
	Vendor Total		**318.73**		
FYTD for FOSTER, NANCY A.			**3,506.03**		

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FRANCHISE TAX BOARD				Remit to: **SACRAMENTO** **CA**	
	5/7/2012	212652	995.66		
				GARNISHMENT	100.00
				GARNISHMENT	153.12
				GARNISHMENT	25.00
				GARNISHMENT	567.54
				GARNISHMENT	150.00
	5/21/2012	212771	996.68		
				GARNISHMENT	996.68
	Vendor Total		**1,992.34**		
FYTD for FRANCHISE TAX BOARD			**11,371.43**		
FRANKLIN, L. C.				Remit to: **PERRIS** **CA**	
	5/14/2012	212688	186.48		
				MILEAGE REIMBURSEMENT	186.48
	Vendor Total		**186.48**		
FYTD for FRANKLIN, L. C.			**1,894.94**		
FRAZEE INDUSTRIES, INC				Remit to: **MORENO VALLEY** **CA**	
	5/7/2012	212582	1,012.37		
				PAINT/SUPPLY-GRAFFITI RMVL	117.67
				PAINT/SUPPLY-GRAFFITI RMVL	894.70
	Vendor Total		**1,012.37**		
FYTD for FRAZEE INDUSTRIES, INC			**44,105.89**		
FRESQUEZ, JOHN				Remit to: **MORENO VALLEY** **CA**	
	5/7/2012	212583	80.00		
				SPORTS OFFICIATING SVCS	80.00
	Vendor Total		**80.00**		
FYTD for FRESQUEZ, JOHN			**1,560.00**		
FUSION SIGN AND DESIGN, INC				Remit to: **RIVERSIDE** **CA**	
	5/29/2012	212875	1,205.82		
				FREESTANDING COMMUNITY SIGN	1,012.36
				SALES TAX	78.46
				DELIVERY CHG	115.00
	Vendor Total		**1,205.82**		
FYTD for FUSION SIGN AND DESIGN, INC			**29,255.82**		

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GALLS INC., INLAND UNIFORM				Remit to: **RIVERSIDE** **CA**	
	5/7/2012	212584	141.00		
				UNIFORM FOR SECURITY GUARD	141.00
	5/21/2012	212772	692.24		
				UNIFORMS-POLICE TRAFFIC	253.71
				UNIFORMS-POLICE TRAFFIC	438.53
	5/29/2012	212876	97.62		
				UNIFORMS-POP TEAM	97.62
	Vendor Total		**930.86**		
FYTD for GALLS INC., INLAND UNIFORM			**8,793.39**		
GARMAR CARPET				Remit to: **MORENO VALLEY** **CA**	
	5/7/2012	212585	151.53		
				REFUND-BUS LIC OVERPAYMENT	151.53
	Vendor Total		**151.53**		
FYTD for GARMAR CARPET			**151.53**		
GENERAL SECURITY SERVICES, INC.				Remit to: **WILMINGTON** **CA**	
	5/7/2012	212586	1,043.12		
				SECURITY SVCS-CITY HALL	122.72
				SECURITY SVCS-LIBRARY	122.72
				SECURITY SVCS-LIBRARY	122.72
				SECURITY SVCS-LIBRARY	122.72
				SECURITY SVCS-LIBRARY	122.72
				SECURITY SVCS-LIBRARY	122.72
				SECURITY SVCS-CRC	306.80
	5/14/2012	212689	122.72		
				SECURITY SVCS-LIBRARY	122.72
	5/21/2012	212773	306.80		
				SECURITY SVCS-CRC	306.80
	5/29/2012	212877	2,270.32		
				SECURITY SVCS-CRC	306.80
				SECURITY SVCS-LIBRARY	122.72
				SECURITY SVCS-CRC	306.80
				SECURITY SVCS-CRC	306.80
				SECURITY SVCS-LIBRARY	490.88
				SECURITY SVCS-LIBRARY	613.60
				SECURITY SVCS-LIBRARY	122.72
	Vendor Total		**3,742.96**		
FYTD for GENERAL SECURITY SERVICES, INC.			**45,168.70**		

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GENERATOR SERVICES CO., INC.			Remit to: **RANCHO CUCAMONGA CA**	
5/14/2012	212690	8,353.42		
			REMOVE EXSTNG EXHST SYSTM-FS#2	4,176.71
			REMOVE EXSTNG EXHST SYSTM-FS#6	4,176.71
5/21/2012	212774	231.91		
			REMOVE EXSTNG EXHAUST SYS-FS#2	134.69
			REMOVE EXSTNG EXHAUST SYS-FS#6	97.22
	Vendor Total	**8,585.33**		
FYTD for GENERATOR SERVICES CO., INC.		**8,585.33**		
GHANTIWALA, PRAVIN			Remit to: **WALNUT CA**	
5/21/2012	885240	3,420.00		
			ENGINEERING/DESIGN SVCS-MVU	3,420.00
	Vendor Total	**3,420.00**		
FYTD for GHANTIWALA, PRAVIN		**39,330.00**		
GIBBS, GIDEN, LOCHER, TURNER & SENET LLP			Remit to: **LOS ANGELES CA**	
5/21/2012	885241	7,936.86		
			LEGAL SVCS	3,964.03
			LEGAL SVCS	1,422.97
			LEGAL SVCS	1,111.50
			LEGAL SVCS	719.18
			LEGAL SVCS	719.18
5/29/2012	885279	4,535.55		
			LEGAL SVCS	2,440.34
			LEGAL SVCS	2,095.21
	Vendor Total	**12,472.41**		
FYTD for GIBBS, GIDEN, LOCHER, TURNER & SENET LLP		**266,798.82**		
GLOBAL SOFTWARE, INC			Remit to: **RALEIGH NC**	
5/21/2012	885242	4,880.00		
			SPREADSHEET SERVER-2 USER LIC	4,880.00
	Vendor Total	**4,880.00**		
FYTD for GLOBAL SOFTWARE, INC		**14,640.00**		
GOD'S HELPING HAND			Remit to: **MENIFEE CA**	
5/21/2012	885243	712.50		
			RENT/UTILITIES-CDBG GRANT	712.50
5/29/2012	885280	712.50		
			FOOD BANK-CDBG	712.50
	Vendor Total	**1,425.00**		
FYTD for GOD'S HELPING HAND		**10,162.50**		

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GONG ENTERPRISES, INC.				Remit to: **HUNTINGTON BEACH CA**	
	5/7/2012	212587	7,661.00		
				CONSULTANT PLAN CHECK SVCS	560.00
				PLAN CHECK SVCS-LAND DVLPMNT	1,111.00
				PLAN CHECK SVCS-PM 35672	2,190.00
				PLAN CHECK SVCS-PM 36162 DRAIN	3,800.00
	5/29/2012	212878	5,370.00		
				PLAN CHECK SVCS-PM35672	4,320.00
				PLAN CHECK SVCS-PM35672	1,050.00
	Vendor Total		**13,031.00**		
FYTD for GONG ENTERPRISES, INC.			**46,531.00**		
GONZALES, DOMILENA R.				Remit to: **MORENO VALLEY CA**	
	5/7/2012	885104	637.46		
				RETIREE MED MAR-APR 12, PD MAY	637.46
	Vendor Total		**637.46**		
FYTD for GONZALES, DOMILENA R.			**3,506.03**		
GONZALEZ, ESMERALDA				Remit to: **MORENO VALLEY CA**	
	5/21/2012	212775	200.00		
				REFUND-RENTAL DEPOSIT-TWNGTE	200.00
	Vendor Total		**200.00**		
FYTD for GONZALEZ, ESMERALDA			**200.00**		
GONZALEZ, JENNIFER				Remit to: **MORENO VALLEY CA**	
	5/14/2012	212691	95.00		
				REFUND-RABIES & S/N DEPOSIT	20.00
				REFUND-RABIES & S/N DEPOSIT	75.00
	Vendor Total		**95.00**		
FYTD for GONZALEZ, JENNIFER			**95.00**		
GOZDECKI, DAN				Remit to: **MORENO VALLEY CA**	
	5/7/2012	885105	864.00		
				INSTRUCTOR SVCS-KUNG FU/YOUTH	594.00
				INSTRUCTOR SVCS-KUNG FU/ADULT	270.00
	5/29/2012	885281	702.00		
				INSTRUCTOR SVCS-KUNG FU	513.00
				INSTRUCTOR SVCS-KUNG FU	189.00
	Vendor Total		**1,566.00**		
FYTD for GOZDECKI, DAN			**7,606.13**		

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GRACE TEMPLE COGIC			Remit to: **MORENO VALLEY** **CA**	
5/7/2012	212588	74.00		
			REFUND-PARK PERMIT FEE	74.00
	Vendor Total	**74.00**		
FYTD for GRACE TEMPLE COGIC		**74.00**		
GREENE, MATTHEW			Remit to: **MORENO VALLEY** **CA**	
5/7/2012	212589	45.00		
			SPORTS OFFICIATING SVCS	36.00
			50% WITHHOLDING FOR CSS ORDER	-18.00
			SPORTS OFFICIATING SVCS	54.00
			50% WITHHOLDING FOR CSS ORDER	-27.00
5/29/2012	212879	27.00		
			SPORTS OFFICIATING SVCS	54.00
			50% WITHHOLDING FOR CSS ORDER	-27.00
	Vendor Total	**72.00**		
FYTD for GREENE, MATTHEW		**1,125.00**		
GRIFFIN, MARLENE C			Remit to: **GREEN VALLEY** **AZ**	
5/7/2012	885106	318.73		
			RETIREE MED MAY '12	318.73
	Vendor Total	**318.73**		
FYTD for GRIFFIN, MARLENE C		**3,506.03**		
GRONSKI, JODI			Remit to: **CORONA DEL MAR** **CA**	
5/29/2012	212880	95.00		
			REFUND-RABIES & SN DEPOSIT	20.00
			REFUND-RABIES & SN DEPOSIT	75.00
	Vendor Total	**95.00**		
FYTD for GRONSKI, JODI		**95.00**		
GROUP DELTA CONSULTANTS, INC			Remit to: **IRVINE** **CA**	
5/7/2012	885107	2,577.50		
			DAY ST IMPRVMNTS PROJECT SVCS	2,577.50
	Vendor Total	**2,577.50**		
FYTD for GROUP DELTA CONSULTANTS, INC		**7,663.98**		
GRUBE, PATTY			Remit to: **MORENO VALLEY** **CA**	
5/7/2012	212590	109.68		
			BOOST CONF. MILEAGE/PARKING	97.68
			BOOST CONF. MILEAGE/PARKING	12.00
	Vendor Total	**109.68**		
FYTD for GRUBE, PATTY		**109.68**		

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GUARDSMARK				Remit to: **RANCHO CUCAMONGA CA**	
	5/7/2012	212591	1,786.00		
				SECURITY SVCS-CITY HALL	357.20
				SECURITY SVCS-CITY HALL	357.20
				SECURITY SVCS-CITY HALL	357.20
				SECURITY SVCS-CITY HALL	357.20
				SECURITY SVCS-CITY HALL	357.20
	5/14/2012	212692	357.20		
				SECURITY SVCS-CITY HALL	357.20
	5/29/2012	212881	1,071.60		
				SECURITY SVCS-CITY HALL	357.20
				SECURITY SVCS-CITY HALL	357.20
				SECURITY SVCS-CITY HALL	357.20
	Vendor Total		**3,214.80**		
FYTD for GUARDSMARK			**23,338.56**		
GUIDA SURVEYING, INC.				Remit to: **IRVINE CA**	
	5/14/2012	885188	4,932.50		
				PERRIS BLVD WIDENING PROJ SVCS	4,932.50
	Vendor Total		**4,932.50**		
FYTD for GUIDA SURVEYING, INC.			**44,565.50**		
GUILLAN, REBECCA S.				Remit to: **ADVANCE NC**	
	5/7/2012	885108	275.31		
				RETIREE MED MAY 12, PD MAY 12	275.31
	Vendor Total		**275.31**		
FYTD for GUILLAN, REBECCA S.			**3,283.79**		
GUILLEN, RUTH				Remit to: **MORENO VALLEY CA**	
	5/7/2012	885109	61.75		
				RETIREE MED APR 12, PD MAY 12	61.75
	Vendor Total		**61.75**		
FYTD for GUILLEN, RUTH			**669.40**		
GUTIERREZ, ROBERT				Remit to: **LA VERNE CA**	
	5/7/2012	885110	318.73		
				RETIREE MED MAY '12	318.73
	Vendor Total		**318.73**		
FYTD for GUTIERREZ, ROBERT			**3,506.03**		

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GUZMAN'S CART SERVICE				Remit to: **RIVERSIDE** **CA**	
	5/14/2012	885189	4,049.00		
				SHOPPING CART RETRIEVAL SVC	4,049.00
	Vendor Total		**4,049.00**		
FYTD for GUZMAN'S CART SERVICE			**44,539.00**		
HAAS, MINA				Remit to: **MORENO VALLEY** **CA**	
	5/7/2012	212592	132.00		
				INSTRUCTOR SVCS-BODY SCULPTING	72.00
				INSTRUCTOR SVCS-BODY SCULPTING	60.00
	5/29/2012	212882	120.00		
				INSTRUCTOR SVCS-BODY SCULPTING	120.00
	Vendor Total		**252.00**		
FYTD for HAAS, MINA			**2,806.20**		
HABITAT FOR HUMANITY RIVERSIDE				Remit to: **RIVERSIDE** **CA**	
	5/21/2012	212776	1,143.66		
				MOBILEHOME REPAIR PRGRM	1,143.66
	Vendor Total		**1,143.66**		
FYTD for HABITAT FOR HUMANITY RIVERSIDE			**12,911.67**		
HAMLIN, WILLIAM R.				Remit to: **BEAUMONT** **CA**	
	5/7/2012	885111	318.73		
				RETIREE MED MAY '12	318.73
	Vendor Total		**318.73**		
FYTD for HAMLIN, WILLIAM R.			**3,506.03**		
HANES, MARTIN D.				Remit to: **MORENO VALLEY** **CA**	
	5/7/2012	885112	318.73		
				RETIREE MED MAY '12	318.73
	Vendor Total		**318.73**		
FYTD for HANES, MARTIN D.			**3,506.03**		
HANIGAN BUSINESS FORMS				Remit to: **RIVERSIDE** **CA**	
	5/7/2012	885113	2,284.81		
				LABELS, CITY SEAL 12" DIA.	1,995.00
				CA SALES TAX	154.61
				FREIGHT	15.00
				OVERAGE CHRGS INCL TAX/FREIGHT	120.20
	Vendor Total		**2,284.81**		
FYTD for HANIGAN BUSINESS FORMS			**3,405.93**		

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HARDING, JOHN S.				Remit to: **BANNING** **CA**	
	5/7/2012	212593	318.73		
				RETIREE MED MAY '12	318.73
	Vendor Total		**318.73**		
FYTD for HARDING, JOHN S.			**3,506.03**		
HARRIS & ASSOCIATES, INC.				Remit to: **IRVINE** **CA**	
	5/29/2012	885283	641.00		
				PLAN CHECK SVCS-52 UNIT APTS	641.00
	Vendor Total		**641.00**		
FYTD for HARRIS & ASSOCIATES, INC.			**23,010.45**		
HARTMANN, RICK				Remit to: **SAN DIMAS** **CA**	
	5/7/2012	212594	318.73		
				RETIREE MED MAY '12	318.73
	Vendor Total		**318.73**		
FYTD for HARTMANN, RICK			**35,619.30**		
HATFIELD, CHARLES				Remit to: **LAS VEGAS** **NV**	
	5/7/2012	885114	318.73		
				RETIREE MED MAY '12	318.73
	Vendor Total		**318.73**		
FYTD for HATFIELD, CHARLES			**3,824.76**		
HEASLEY, DANIEL				Remit to: **REDLANDS** **CA**	
	5/21/2012	212777	75.00		
				REFUND-SPAY/NEUTER DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for HEASLEY, DANIEL			**75.00**		
HEFFLEY, ROSS W.				Remit to: **HEMET** **CA**	
	5/7/2012	885115	318.73		
				RETIREE MED MAY '12	318.73
	Vendor Total		**318.73**		
FYTD for HEFFLEY, ROSS W.			**3,506.03**		
HENRICH, CHRIS				Remit to: **PERRIS** **CA**	
	5/29/2012	212883	30.00		
				REFUND-A/C SERVICE FEES	30.00
	Vendor Total		**30.00**		
FYTD for HENRICH, CHRIS			**30.00**		

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HERRICK, ROBERT D.			Remit to: **MORENO VALLEY**	**CA**
5/7/2012	212595	318.73		
			RETIREE MED MAY '12	318.73
	Vendor Total	**318.73**		
FYTD for HERRICK, ROBERT D.		**3,506.03**		
HONDA YAMAHA OF REDLANDS			Remit to: **REDLANDS**	**CA**
5/14/2012	885191	1,976.88		
			MOTORCYCLE MAINT/REPAIR-POLICE	133.75
			MOTORCYCLE PARTS	356.36
			MOTORCYCLE MAINT/REPAIR-POLICE	147.75
			MOTORCYCLE PARTS	348.09
			MOTORCYCLE MAINT/REPAIR-POLICE	105.75
			MOTORCYCLE PARTS	294.39
			MOTORCYCLE MAINT/REPAIR-POLICE	84.00
			MOTORCYCLE PARTS	39.88
			MOTORCYCLE MAINT/REPAIR-POLICE	259.75
			MOTORCYCLE PARTS	207.16
5/29/2012	885284	284.40		
			MOTORCYCLE PARTS-POLICE	20.48
			MOTORCYCLE MAINT/REPAIR-POLICE	62.00
			MOTORCYCLE PARTS	201.92
	Vendor Total	**2,261.28**		
FYTD for HONDA YAMAHA OF REDLANDS		**38,851.63**		
HOUSER, EDITH E.			Remit to: **MORENO VALLEY**	**CA**
5/7/2012	212596	318.73		
			RETIREE MED MAY '12	318.73
	Vendor Total	**318.73**		
FYTD for HOUSER, EDITH E.		**3,506.03**		
HUNTINGTON COURT REPORTERS			Remit to: **PASADENA**	**CA**
5/29/2012	212884	1,153.95		
			TRANSCRIPTS-CERT COPIES	1,153.95
	Vendor Total	**1,153.95**		
FYTD for HUNTINGTON COURT REPORTERS		**1,153.95**		
ICMA RETIREMENT CORP 457			Remit to: **BALTIMORE**	**MD**
5/4/2012	3073	8,575.01		
			DEF COMP 457 5/4/12	8,575.01
5/18/2012	3081	8,575.01		
			DEF COMP 457 5/18/12	8,575.01
	Vendor Total	**17,150.02**		
FYTD for ICMA RETIREMENT CORP 457		**254,280.83**		

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ICR DOORS				Remit to: **SAN BERNARDINO** **CA**	
	5/7/2012	885116	195.00		
				AUTOMATIC GATE MAINT-FS#58	195.00
	5/14/2012	885192	435.00		
				AUTOMATIC GATE MAINT-FS#2	150.00
				AUTOMATIC GATE MAINT-FS#48	90.00
				AUTOMATIC GATE MAINT-CITY YARD	195.00
	Vendor Total		**630.00**		
FYTD for ICR DOORS			**4,016.60**		
IES COMMERCIAL, INC				Remit to: **TEMPE** **AZ**	
	5/14/2012	212693	487.74		
				REPAIR SVCS-3 CITY HALL EXITS	487.74
	Vendor Total		**487.74**		
FYTD for IES COMMERCIAL, INC			**1,242.73**		
IGNITION ENGINEERING				Remit to: **ANAHEIM** **CA**	
	5/29/2012	212885	102.19		
				REPAIRS-1948 FIRE TRUCK	75.00
				REPAIRS-1948 FIRE TRUCK	27.19
	Vendor Total		**102.19**		
FYTD for IGNITION ENGINEERING			**102.19**		
IL SORRENTO MOBILE PARK				Remit to: **MORENO VALLEY** **CA**	
	5/7/2012	212597	130.70		
				REFUND-UUT FOR EXEMPT RESIDNTS	130.70
	Vendor Total		**130.70**		
FYTD for IL SORRENTO MOBILE PARK			**962.51**		
ING USA ANNUITY & LIFE INSURANCE CO.				Remit to: **DES MOINES** **IA**	
	5/7/2012	212598	400.00		
				NON-EXEMPT ANNUITY	400.00
	Vendor Total		**400.00**		
FYTD for ING USA ANNUITY & LIFE INSURANCE CO.			**4,625.00**		
INLAND CONTRACTORS, INC.				Remit to: **RIVERSIDE** **CA**	
	5/7/2012	885117	173.70		
				NUISANCE ABATEMENT SVCS-CODE	173.70
	5/29/2012	885285	12,125.00		
				DEMOLITION SVCS-27913 COTTONWD	12,125.00
	Vendor Total		**12,298.70**		
FYTD for INLAND CONTRACTORS, INC.			**44,505.10**		

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INLAND EMPIRE MAGAZINE			Remit to: **RIVERSIDE** **CA**	
5/29/2012	212886	3,290.00		
			ADVERTISEMENT-APRIL ISSUE	3,290.00
	Vendor Total	**3,290.00**		
FYTD for INLAND EMPIRE MAGAZINE		**5,280.00**		
INLAND PETROLEUM EQUIPMENT & REPAIR, INC			Remit to: **BLOOMINGTON** **CA**	
5/14/2012	885193	870.72		
			TESTING & MAINT.-FS#2	391.19
			TESTING & MAINT.-FS#91	479.53
	Vendor Total	**870.72**		
FYTD for INLAND PETROLEUM EQUIPMENT & REPAIR, INC		**2,846.35**		
INSIDE PLANTS, INC.			Remit to: **CORONA** **CA**	
5/21/2012	885244	320.00		
			INDOOR PLANT MAINT-CRC	320.00
	Vendor Total	**320.00**		
FYTD for INSIDE PLANTS, INC.		**3,520.00**		
ITERIS, INC.			Remit to: **SANTA ANA** **CA**	
5/29/2012	885286	9,713.50		
			ENGINEERING SVCS-EVP RETROFIT	9,713.50
	Vendor Total	**9,713.50**		
FYTD for ITERIS, INC.		**9,713.50**		
J D H CONTRACTING			Remit to: **RIVERSIDE** **CA**	
5/7/2012	885118	1,985.00		
			INSTALL NEW SHOWER WALLS	1,985.00
5/21/2012	885245	5,741.00		
			DUCT WORK, T-BAR CEILING	4,000.00
			DUCT WORK, T-BAR CEILING	1,700.00
			DUCT WORK, T-BAR CEILING	41.00
	Vendor Total	**7,726.00**		
FYTD for J D H CONTRACTING		**54,850.50**		
JACKSON, SHIRLEY A.			Remit to: **MORENO VALLEY** **CA**	
5/29/2012	212887	952.76		
			REFUND-VARIOUS PERMIT FEES	753.56
			REFUND-VARIOUS PERMIT FEES	97.60
			REFUND-VARIOUS PERMIT FEES	97.60
			REFUND-VARIOUS PERMIT FEES	3.60
			REFUND-VARIOUS PERMIT FEES	0.40
	Vendor Total	**952.76**		
FYTD for JACKSON, SHIRLEY A.		**952.76**		

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JANNEY & JANNEY ATTORNEY SVCS, INC.			Remit to: **RIVERSIDE** **CA**	
5/21/2012	212778	75.00		
			COURIER SVCS	75.00
	Vendor Total	**75.00**		
FYTD for JANNEY & JANNEY ATTORNEY SVCS, INC.		**1,389.00**		
JARRETT, STEPHEN M.			Remit to: **YUCAIPA** **CA**	
5/14/2012	212694	21.53		
			MILEAGE-ESRI ARGIS SERVER TRNG	21.53
	Vendor Total	**21.53**		
FYTD for JARRETT, STEPHEN M.		**519.54**		
JDEDGE SOFTWARE, LLC			Remit to: **KRUGERVILLE** **TX**	
5/8/2012	885174	19,190.00		
			ERP IMPLEMENTATION SVCS	19,190.00
5/29/2012	885287	20,996.16		
			FINANCIALS CONVERSION SUPPORT	11,050.00
			FINANCIALS CONVERSION SUPPORT	9,946.16
	Vendor Total	**40,186.16**		
FYTD for JDEDGE SOFTWARE, LLC		**192,976.22**		
JENSEN, LEILANI			Remit to: **MORENO VALLEY** **CA**	
5/29/2012	212888	20.00		
			REFUND-RABIES DEPOSIT	20.00
	Vendor Total	**20.00**		
FYTD for JENSEN, LEILANI		**20.00**		
JONES, SUSAN			Remit to: **MORENO VALLEY** **CA**	
5/7/2012	885119	318.73		
			RETIREE MED MAY '12	318.73
	Vendor Total	**318.73**		
FYTD for JONES, SUSAN		**3,506.03**		
JUGO, JOSEPH			Remit to: **MORENO VALLEY** **CA**	
5/14/2012	212695	95.09		
			REFUND-MV UTILITY	95.09
	Vendor Total	**95.09**		
FYTD for JUGO, JOSEPH		**95.09**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
KARBORD				Remit to: **LOS ANGELES** **CA**	
	5/29/2012	212889	4,430.64		
				OIL CHANGE MAT	3,960.00
				EST SHIPPING	163.74
				EST SALES TAX	306.90
		Vendor Total	**4,430.64**		
FYTD for KARBORD			**4,430.64**		
KEPLER, JANELLE				Remit to: **RIVERSIDE** **CA**	
	5/21/2012	212779	280.00		
				INSTRUCTOR SVCS-CHEERLDNG	280.00
		Vendor Total	**280.00**		
FYTD for KEPLER, JANELLE			**280.00**		
KING, PATRICIA A.				Remit to: **LAS VEGAS** **NV**	
	5/7/2012	212599	271.44		
				RETIREE MED MAY '12	271.44
		Vendor Total	**271.44**		
FYTD for KING, PATRICIA A.			**2,964.48**		
KOLB, CHARLES E.				Remit to: **MORENO VALLEY** **CA**	
	5/7/2012	885120	318.73		
				RETIREE MED MAY '12	318.73
		Vendor Total	**318.73**		
FYTD for KOLB, CHARLES E.			**3,506.03**		
KOLLAR, KYLE				Remit to: **MORENO VALLEY** **CA**	
	5/7/2012	885121	318.73		
				RETIREE MED MAY '12	318.73
		Vendor Total	**318.73**		
FYTD for KOLLAR, KYLE			**3,506.03**		
KOSER, MATTHEW				Remit to: **MORENO VALLEY** **CA**	
	5/23/2012	212841	150.00		
				PER DIEM-SO CA GANG CONFERENCE	150.00
		Vendor Total	**150.00**		
FYTD for KOSER, MATTHEW			**150.00**		
KYLE, GARY M.				Remit to: **PRESCOTT VALLEY** **AZ**	
	5/7/2012	885122	318.73		
				RETIREE MED MAY '12	318.73
		Vendor Total	**318.73**		
FYTD for KYLE, GARY M.			**3,506.03**		

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LA FOLLETTE, JOHNSON, DE HAAS, ET AL			Remit to: **LOS ANGELES**	**CA**
5/7/2012	212600	15,644.09		
			LEGAL SVCS	3,346.09
			LEGAL SVCS	6,743.06
			LEGAL SVCS	771.50
			LEGAL SVCS	4,673.74
			LEGAL SVCS	109.70
5/21/2012	212780	18,321.84		
			LEGAL SVCS	4,890.30
			LEGAL SVCS	13,431.54
	Vendor Total	**33,965.93**		
FYTD for LA FOLLETTE, JOHNSON, DE HAAS, ET AL		**89,224.93**		
LADRIDO, MINCIE MICHELLE			Remit to: **MORENO VALLEY**	**CA**
5/7/2012	212602	3,937.50		
			FED RELOCATION ASSISTANCE	3,937.50
	Vendor Total	**3,937.50**		
FYTD for LADRIDO, MINCIE MICHELLE		**6,425.00**		
LAFATA, JOSEPHINE			Remit to: **MORENO VALLEY**	**CA**
5/7/2012	885123	318.73		
			RETIREE MED MAY '12	318.73
	Vendor Total	**318.73**		
FYTD for LAFATA, JOSEPHINE		**3,506.03**		
LANGAN ENGINEERING & ENVIRONMENTAL SRVCS			Remit to: **IRVINE**	**CA**
5/21/2012	212781	4,740.00		
			GEOTECHNICAL SVCS-HF PA07-0090	4,740.00
	Vendor Total	**4,740.00**		
FYTD for LANGAN ENGINEERING & ENVIRONMENTAL SRVCS		**4,740.00**		
LANGENDORF, BENJAMIN			Remit to: **PERRIS**	**CA**
5/7/2012	885124	254.59		
			RETIREE MED MAR 12, PD MAY 12	254.59
	Vendor Total	**254.59**		
FYTD for LANGENDORF, BENJAMIN		**2,512.71**		
LATHAM & WATKINS, LLP			Remit to: **LOS ANGELES**	**CA**
5/29/2012	212891	377.50		
			LEGAL SVCS-MAYFLD HOA (TR32505	377.50
	Vendor Total	**377.50**		
FYTD for LATHAM & WATKINS, LLP		**4,178.23**		

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LAW OFFICES OF DARIUSH KIANI			Remit to: **MORENO VALLEY**	**CA**
5/29/2012	212892	1,833.03		
			SETTLEMENT AGREEMENT	516.66
			SETTLEMENT AGREEMENT	1,316.37
5/29/2012	212893	1,000.00		
			SETTLEMENT AGREEMENT	1,000.00
	Vendor Total	**2,833.03**		
FYTD for LAW OFFICES OF DARIUSH KIANI		**2,833.03**		
LA-Z-BOY FURNITURE GALLERIES			Remit to: **RIVERSIDE**	**CA**
5/7/2012	212601	2,397.31		
			# 010553 "ROLAND" RECLINER	2,159.96
			DELIVERY CHARGE	69.99
			CALIF SALES TAX @ 7.75%	167.36
	Vendor Total	**2,397.31**		
FYTD for LA-Z-BOY FURNITURE GALLERIES		**2,397.31**		
LEVERAGE INFORMATION SYSTEMS			Remit to: **ONTARIO**	**CA**
5/7/2012	212603	2,085.00		
			PROF. CONSULTANT SERVICES	2,085.00
	Vendor Total	**2,085.00**		
FYTD for LEVERAGE INFORMATION SYSTEMS		**21,241.65**		
LEWIS, CAROLYN S.			Remit to: **BEAUMONT**	**CA**
5/7/2012	885125	318.73		
			RETIREE MED MAY '12	318.73
	Vendor Total	**318.73**		
FYTD for LEWIS, CAROLYN S.		**3,506.03**		
LEXISNEXIS			Remit to: **LOS ANGELES**	**CA**
5/29/2012	885288	1,480.00		
			ONLINE LEGAL RESEARCH	740.00
			ONLINE LEGAL RESEARCH	370.00
			ONLINE LEGAL RESEARCH	370.00
	Vendor Total	**1,480.00**		
FYTD for LEXISNEXIS		**16,280.00**		
LINDO, HERMINA G.			Remit to: **TITUSVILLE**	**FL**
5/7/2012	885126	199.80		
			RETIREE MED MAR 12, PD MAY 12	199.80
	Vendor Total	**199.80**		
FYTD for LINDO, HERMINA G.		**2,711.58**		

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LOGAN, CHARLES				Remit to: **LAS VEGAS** **NV**	
	5/7/2012	885127	318.73		
				RETIREE MED MAY '12	318.73
	Vendor Total		**318.73**		
FYTD for LOGAN, CHARLES			**3,506.03**		
LONGDYKE, DENNIS				Remit to: **BEAUMONT** **CA**	
	5/7/2012	212604	318.73		
				RETIREE MED MAY '12	318.73
	Vendor Total		**318.73**		
FYTD for LONGDYKE, DENNIS			**2,868.57**		
LOPEZ, TERESA				Remit to: **MORENO VALLEY** **CA**	
	5/21/2012	212782	300.00		
				REFUND-RENTAL DEPOSIT-SNR CTR	300.00
	Vendor Total		**300.00**		
FYTD for LOPEZ, TERESA			**300.00**		
LOR GEOTECHNICAL GROUP, INC.				Remit to: **RIVERSIDE** **CA**	
	5/21/2012	885246	545.00		
				PERRIS BL WIDENING SB LN TO 60	275.00
				PERRIS BL WIDENING SB LN TO 60	270.00
	Vendor Total		**545.00**		
FYTD for LOR GEOTECHNICAL GROUP, INC.			**60,480.80**		
LOUCKS, CHRISTOPHER				Remit to: **MORENO VALLEY** **CA**	
	5/14/2012	212697	747.34		
				CAR RENTL REIMB-IPTM DATA TRNG	747.34
	Vendor Total		**747.34**		
FYTD for LOUCKS, CHRISTOPHER			**1,147.34**		
LUMLEY, ROBERT C.				Remit to: **MORENO VALLEY** **CA**	
	5/7/2012	885128	318.73		
				RETIREE MED MAY '12	318.73
	Vendor Total		**318.73**		
FYTD for LUMLEY, ROBERT C.			**3,506.03**		
LUTHERAN SOCIAL SERVICES OF SO. CALI F.				Remit to: **RIVERSIDE** **CA**	
	5/21/2012	885247	1,187.50		
				CDBG SVCS-SHELTER PRGM	1,187.50
	Vendor Total		**1,187.50**		
FYTD for LUTHERAN SOCIAL SERVICES OF SO. CALI F.			**16,937.50**		

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MADRIGAL, ELENA				Remit to: **MORENO VALLEY** **CA**	
	5/14/2012	212698	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for MADRIGAL, ELENA			**20.00**		
MAGANA, VICTOR				Remit to: **MORENO VALLEY** **CA**	
	5/23/2012	212842	150.00		
				PER DIEM-SO CA GANG CONFERENCE	150.00
	Vendor Total		**150.00**		
FYTD for MAGANA, VICTOR			**150.00**		
MANJARREZ, JOSHUA				Remit to: **MORENO VALLEY** **CA**	
	5/23/2012	212843	150.00		
				PER DIEM-SO CA GANG CONFERENCE	150.00
	Vendor Total		**150.00**		
FYTD for MANJARREZ, JOSHUA			**150.00**		
MARCH FIELD AIR MUSEUM				Remit to: **RIVERSIDE** **CA**	
	5/7/2012	212605	45.00		
				5/6/12 MARCH ON BOB HOPE EVENT	45.00
	5/14/2012	212699	45.00		
				5/6/12 MARCH ON BOB HOPE EVENT	45.00
	Vendor Total		**90.00**		
FYTD for MARCH FIELD AIR MUSEUM			**90.00**		
MARCH JOINT POWERS AUTHORITY				Remit to: **RIVERSIDE** **CA**	
	5/7/2012	212606	7.10		
				GAS METER CHARGES	5.80
				GAS METER CHARGES	1.30
	Vendor Total		**7.10**		
FYTD for MARCH JOINT POWERS AUTHORITY			**72.55**		
MARINA LANDSCAPE, INC				Remit to: **ANAHEIM** **CA**	
	5/14/2012	885194	15,271.82		
				LANDSCAPE MAINT-DSG-2N	4,777.65
				LANDSCAPE MAINT-DSG-2S	4,480.83
				LANDSCAPE MAINT-DSG-2S	280.00
				LANDSCAPE MAINT-ZONE-E-1	4,943.58
				LANDSCAPE MAINT-ZONE E-1A	789.76
	Vendor Total		**15,271.82**		
FYTD for MARINA LANDSCAPE, INC			**157,962.18**		

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MATHIS, NOLAN				Remit to: **JACKSON** **KY**	
	5/7/2012	885129	279.80		
				RETIREE MED MAR 12, PD MAY 12	279.80
	Vendor Total		**279.80**		
FYTD for MATHIS, NOLAN			**3,159.40**		
MATICH CORPORATION				Remit to: **HIGHLAND** **CA**	
	5/29/2012	885289	13,250.82		
				ASPHALTIC MATERIALS	13,250.82
	Vendor Total		**13,250.82**		
FYTD for MATICH CORPORATION			**27,551.29**		
MAXINOSKI, SUE A.				Remit to: **AVINGER** **TX**	
	5/7/2012	885130	318.73		
				RETIREE MED MAY '12	318.73
	Vendor Total		**318.73**		
FYTD for MAXINOSKI, SUE A.			**3,506.03**		
MCKINNEY, MICHAEL				Remit to: **MORENO VALLEY** **CA**	
	5/21/2012	212783	20.00		
				REFUND-BASKTBL LG FORFT DEP.	20.00
	Vendor Total		**20.00**		
FYTD for MCKINNEY, MICHAEL			**20.00**		
MEEKS, DANIEL				Remit to: **PERRIS** **CA**	
	5/21/2012	885248	120.00		
				SPORTS OFFICIATING SVCS	20.00
				SPORTS OFFICIATING SVCS	20.00
				SPORTS OFFICIATING SVCS	80.00
	5/29/2012	885290	80.00		
				SPORTS OFFICIATING SVCS	40.00
				SPORTS OFFICIATING SVCS	40.00
	Vendor Total		**200.00**		
FYTD for MEEKS, DANIEL			**3,440.00**		
MENDENHALL, DALE W.				Remit to: **HEMET** **CA**	
	5/14/2012	212700	47.95		
				MILEAGE-ESRI ARGIS SERVER TRNG	47.95
	Vendor Total		**47.95**		
FYTD for MENDENHALL, DALE W.			**90.13**		

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MENDYK CHIROPRACTIC			Remit to: **PERRIS** **CA**	
5/29/2012	212894	1,000.00		
			SETTLEMENT AGREEMENT	1,000.00
	Vendor Total	**1,000.00**		
FYTD for MENDYK CHIROPRACTIC		**1,000.00**		
MENGISTU, YESHIALEM			Remit to: **MORENO VALLEY** **CA**	
5/14/2012	212701	128.21		
			MILEAGE REIMBURSEMENT	128.21
	Vendor Total	**128.21**		
FYTD for MENGISTU, YESHIALEM		**1,422.73**		
MERCHANTS LANDSCAPE SERVICES INC			Remit to: **CORONA** **CA**	
5/29/2012	885291	4,140.00		
			LANDSCAPE MAINT-ZONE E-8	900.00
			LANDSCAPE MAINT-ZONE E-14	1,620.00
			LANDSCAPE REPLANTING-ZONE E-12	1,620.00
	Vendor Total	**4,140.00**		
FYTD for MERCHANTS LANDSCAPE SERVICES INC		**47,083.76**		
MESSIN, LOUIS			Remit to: **BULLHEAD CITY** **AZ**	
5/7/2012	885131	318.73		
			RETIREE MED MAY '12	318.73
	Vendor Total	**318.73**		
FYTD for MESSIN, LOUIS		**3,506.03**		
METROPCS WIRELESS, INC.			Remit to: **DALLAS** **TX**	
5/29/2012	212895	100.00		
			CELLPHONE TEXT RETRIEVAL	100.00
	Vendor Total	**100.00**		
FYTD for METROPCS WIRELESS, INC.		**500.00**		
MICHAEL BRANDMAND ASSOCIATES			Remit to: **IRVINE** **CA**	
5/14/2012	212702	4,234.53		
			MARCH BUSINESS CTR PEER REVIEW	724.53
			MARCH BUSINESS CTR PEER REVIEW	3,510.00
5/29/2012	212896	5,803.20		
			EIR 3RD PRTY REVIEW-VOGEL WRHS	450.00
			EIR 3RD PRTY REVIEW-VOGEL WRHS	5,128.20
			EIR PEER REVIEW-MARCH BUS CNTR	225.00
	Vendor Total	**10,037.73**		
FYTD for MICHAEL BRANDMAND ASSOCIATES		**38,386.93**		

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MILES, ROBERT				Remit to: **MORENO VALLEY** **CA**	
	5/7/2012	885132	225.99		
				RETIREE MED MAY '12	225.99
	Vendor Total		**225.99**		
FYTD for MILES, ROBERT			**2,509.23**		
MINARD, MARK E.				Remit to: **REDLANDS** **CA**	
	5/7/2012	885133	318.73		
				RETIREE MED MAY '12	318.73
	Vendor Total		**318.73**		
FYTD for MINARD, MARK E.			**3,506.03**		
MIRACLE RECREATION EQUIPMENT				Remit to: **CORONA** **CA**	
	5/14/2012	885195	6,928.61		
				PLAYGROUND EQUIPMT-PATRIOT PRK	570.06
				PLAYGROUND EQUIPMT-PATRIOT PRK	1,616.06
				PLAYGROUND EQUIPMT-PATRIOT PRK	2,770.54
				PLAYGROUND EQUIPMT-PATRIOT PRK	1,366.77
				PLAYGROUND EQUIPMT PARTS	605.18
	Vendor Total		**6,928.61**		
FYTD for MIRACLE RECREATION EQUIPMENT			**257,794.98**		
MIRAMONTES, FABIOLA				Remit to: **MORENO VALLEY** **CA**	
	5/7/2012	212607	461.59		
				SETTLEMENT AGREEMENT	461.59
	Vendor Total		**461.59**		
FYTD for MIRAMONTES, FABIOLA			**461.59**		
MOLLICA, MIKE				Remit to: **DUNNELLON** **FL**	
	5/7/2012	885134	401.42		
				RETIREE MED MAY '12	401.42
	Vendor Total		**401.42**		
FYTD for MOLLICA, MIKE			**4,415.62**		
MONTGOMERY PLUMBING INC				Remit to: **MORENO VALLEY** **CA**	
	5/14/2012	212703	275.00		
				PLUMBING REPAIRS-ANIMAL SVCS	150.00
				PLUMBING REPAIRS-ANIMAL SVCS	125.00
	5/21/2012	212784	225.00		
				PLUMBING REPAIRS-PD	225.00
	Vendor Total		**500.00**		
FYTD for MONTGOMERY PLUMBING INC			**19,914.90**		

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MORA, PATRICIA A.				Remit to: **MORENO VALLEY** **CA**	
	5/7/2012	885135	318.73		
				RETIREE MED MAY '12	318.73
	Vendor Total		**318.73**		
FYTD for MORA, PATRICIA A.			**3,506.03**		
MORALES, KAREN R.				Remit to: **PERRIS** **CA**	
	5/29/2012	212898	41.63		
				MILEAGE REIMBURSEMENT	41.63
	Vendor Total		**41.63**		
FYTD for MORALES, KAREN R.			**41.63**		
MORA'S EQUIPMENT & CONSTRUCTION				Remit to: **PICO RIVERA** **CA**	
	5/29/2012	212897	19,506.69		
				RETENT RLS-CITYWD SIDEWLK/RAMP	14,191.80
				RETENT RLS-CITYWD SIDEWLK/RAMP	3,348.35
				RETENT RLS-CITYWD SIDEWLK/RAMP	1,966.54
	Vendor Total		**19,506.69**		
FYTD for MORA'S EQUIPMENT & CONSTRUCTION			**195,066.87**		
MORENO VALLEY CHAMBER OF COMMERCE				Remit to: **MORENO VALLEY** **CA**	
	5/7/2012	212608	165.00		
				WAKE-UP MEETING-4/25/12	15.00
				WAKE-UP MEETING-4/25/12	15.00
				WAKE-UP MEETING-4/25/12	15.00
				WAKE-UP MEETING-4/25/12	15.00
				WAKE-UP MEETING-4/25/12	15.00
				WAKE-UP MEETING-4/25/12	15.00
				WAKE-UP MEETING-4/25/12	15.00
				WAKE-UP MEETING-4/25/12	15.00
				WAKE-UP MEETING-4/25/12	15.00
				WAKE-UP MEETING-4/25/12	15.00
				WAKE-UP MEETING-4/25/12	15.00
	Vendor Total		**165.00**		
FYTD for MORENO VALLEY CHAMBER OF COMMERCE			**23,170.00**		
MORENO VALLEY CITY EMPLOYEES ASSOC.				Remit to: **MORENO VALLEY** **CA**	
	5/4/2012	3072	1,398.50		
				MVCEA DUES 5/4/12	1,398.50
	5/18/2012	3080	1,398.50		
				MVCEA DUES 5/18/12	1,398.50
	Vendor Total		**2,797.00**		
FYTD for MORENO VALLEY CITY EMPLOYEES ASSOC.			**33,894.50**		

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MORENO VALLEY GATEWAY, LLC			Remit to: **SAN JUAN CAPISTRANO CA**	
5/21/2012	885249	17,142.59		
			LEASE-FACILITIES ANNEX	2,458.97
			LEASE-TECH SVCS ANNEX	5,475.90
			BUILDING RENTAL/MAINT-MVU/SDA	9,207.72
	Vendor Total	**17,142.59**		
FYTD for MORENO VALLEY GATEWAY, LLC		**188,568.49**		
MORENO VALLEY HISPANIC CHAMBER			Remit to: **MORENO VALLEY CA**	
5/21/2012	212785	550.00		
			REFUND-RENTAL DEPOSIT-MSU	100.00
			REFUND-PARTIAL PERMIT FEES	450.00
	Vendor Total	**550.00**		
FYTD for MORENO VALLEY HISPANIC CHAMBER		**1,050.00**		
MORENO VALLEY HISPANIC CHAMBER OF COMMER			Remit to: **MORENO VALLEY CA**	
5/14/2012	212704	70.00		
			ATTEND ADELANTE MEETING	10.00
			ATTEND ADELANTE MEETING	10.00
			ATTEND ADELANTE MEETING	10.00
			ATTEND ADELANTE MEETING	10.00
			ATTEND ADELANTE MEETING	10.00
			ATTEND ADELANTE MEETING	10.00
			ATTEND ADELANTE MEETING	10.00
	Vendor Total	**70.00**		
FYTD for MORENO VALLEY HISPANIC CHAMBER OF COMMER		**4,030.00**		
MORENO VALLEY UNIFIED SCHOOL DISTRICT			Remit to: **MORENO VALLEY CA**	
5/7/2012	212609	500.00		
			DONATN-MVUSD HONOR BND-JUL 4TH	500.00
	Vendor Total	**500.00**		
FYTD for MORENO VALLEY UNIFIED SCHOOL DISTRICT		**3,810.00**		
MORENO VALLEY UTILITY			Remit to: **HEMET CA**	
5/14/2012	212705	85.75		
			ELECTRICITY-UTILITY FLD OFFICE	85.75
5/29/2012	212899	94.18		
			ELECTRICITY-UTILITY FLD OFFICE	94.18
	Vendor Total	**179.93**		
FYTD for MORENO VALLEY UTILITY		**691,616.65**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORENO, MARIO				Remit to: **MORENO VALLEY** **CA**	
	5/14/2012	212706	150.00		
				PER DIEM-SO CA GANG CONFERENCE	150.00
	Vendor Total		**150.00**		
FYTD for MORENO, MARIO			**515.00**		
MORGAN, LISA A.				Remit to: **MENTONE** **CA**	
	5/7/2012	885136	318.73		
				RETIREE MED MAY '12	318.73
	Vendor Total		**318.73**		
FYTD for MORGAN, LISA A.			**3,506.03**		
MOSQUEDA, CARMEL/JOSEPH				Remit to: **MORENO VALLEY** **CA**	
	5/21/2012	212787	128.00		
				REFUND-PARKING CITATION OVRPYT	128.00
	Vendor Total		**128.00**		
FYTD for MOSQUEDA, CARMEL/JOSEPH			**128.00**		
MR. CLEAN, INC.				Remit to: **COLTON** **CA**	
	5/21/2012	212788	428.00		
				PRESSURE WASH SVCS-CRC	428.00
	Vendor Total		**428.00**		
FYTD for MR. CLEAN, INC.			**1,712.00**		
MUNIZ CERVANTES, RUBEN				Remit to: **MORENO VALLEY** **CA**	
	5/21/2012	212789	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for MUNIZ CERVANTES, RUBEN			**20.00**		
MURPHY, ERIN				Remit to: **SUN CITY** **CA**	
	5/21/2012	212790	75.00		
				REFUND-SPAY/NEUTER DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for MURPHY, ERIN			**75.00**		
MUSICSTAR				Remit to: **RIVERSIDE** **CA**	
	5/21/2012	212791	629.40		
				INSTRUCTOR SVCS-GUITAR	216.00
				INSTRUCTOR SVCS-GUITAR	216.00
				INSTRUCTOR SVCS-PIANO	197.40
	Vendor Total		**629.40**		
FYTD for MUSICSTAR			**4,957.80**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MV BFSA				Remit to: **MORENO VALLEY** **CA**	
	5/21/2012	212792	500.00		
				REFUND-RENTAL DEPOSIT-CRC	500.00
	Vendor Total		**500.00**		
FYTD for MV BFSA			**500.00**		
NATIONWIDE RETIREMENT SOLUTIONS				Remit to: **COLUMBUS** **OH**	
	5/4/2012	3070	2,270.32		
				PST DEF COMP FOR FICA 5/4/12	2,270.32
	5/18/2012	3078	2,366.00		
				PST DEF COMP FOR FICA 5/18/12	2,366.00
	Vendor Total		**4,636.32**		
FYTD for NATIONWIDE RETIREMENT SOLUTIONS			**685,461.46**		
NAVARRETTE, RALPH				Remit to: **RANCHO CUCAMONGA** **CA**	
	5/7/2012	885137	225.99		
				RETIREE MED MAY '12	225.99
	Vendor Total		**225.99**		
FYTD for NAVARRETTE, RALPH			**2,686.93**		
NAVCO NETWORKS & SECURITY				Remit to: **ANAHEIM** **CA**	
	5/21/2012	885250	802.92		
				CAMERA SYSTEM REPAIRS-PD	315.00
				CAMERA SYSTEM REPAIRS-PD	487.92
	Vendor Total		**802.92**		
FYTD for NAVCO NETWORKS & SECURITY			**1,842.76**		
NCBW-IEC				Remit to: **MORENO VALLEY** **CA**	
	5/21/2012	212793	100.00		
				REFUND-RENTAL DEPOSIT-CRC	100.00
	Vendor Total		**100.00**		
FYTD for NCBW-IEC			**100.00**		
NEIFERT, MARY				Remit to: **WEST LAKE VILLAGE** **CA**	
	5/14/2012	212707	95.00		
				REFUND-RABIES & S/N DEPOSIT	20.00
				REFUND-RABIES & S/N DEPOSIT	75.00
	Vendor Total		**95.00**		
FYTD for NEIFERT, MARY			**95.00**		

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NELSON, ROBERT				Remit to: **ONTARIO** **CA**	
	5/7/2012	885138	320.43		
				RETIREE MED MAY '12	320.43
	Vendor Total		**320.43**		
FYTD for NELSON, ROBERT			**3,556.11**		
NELSON, RUTH L.				Remit to: **PERRIS** **CA**	
	5/7/2012	885139	318.73		
				RETIREE MED MAY '12	318.73
	Vendor Total		**318.73**		
FYTD for NELSON, RUTH L.			**3,506.03**		
NEUSTAEDTER, CRAIG S				Remit to: **IRVINE** **CA**	
	5/7/2012	212610	318.73		
				RETIREE MED MAY '12	318.73
	Vendor Total		**318.73**		
FYTD for NEUSTAEDTER, CRAIG S			**3,506.03**		
NEVAREZ, CLAUDIA				Remit to: **MORENO VALLEY** **CA**	
	5/21/2012	212794	79.00		
				REFUND-CLASS REGIS FEE	79.00
	Vendor Total		**79.00**		
FYTD for NEVAREZ, CLAUDIA			**79.00**		
NEW HORIZON MOBILE HOME PARK				Remit to: **LOS ANGELES** **CA**	
	5/14/2012	885196	17.72		
				REFUND-UUT FOR EXEMPT RESIDNTS	17.72
	Vendor Total		**17.72**		
FYTD for NEW HORIZON MOBILE HOME PARK			**126.26**		
NEW WORLD SYSTEMS, CORP				Remit to: **TROY** **MI**	
	5/14/2012	885197	2,563.31		
				FM, HR/PY EST. TRAVEL EXPENSES	600.00
				FM, HR/PY EST. TRAVEL EXPENSES	1,963.31
	Vendor Total		**2,563.31**		
FYTD for NEW WORLD SYSTEMS, CORP			**478,646.23**		
NIEBURGER, JUDITH A.				Remit to: **MORENO VALLEY** **CA**	
	5/7/2012	212611	401.42		
				RETIREE MED MAY '12	401.42
	Vendor Total		**401.42**		
FYTD for NIEBURGER, JUDITH A.			**4,415.62**		

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NIELSEN SEGMENTATION & LOCAL MARKET SOL			Remit to: **CHARLOTTE** **NC**	
5/14/2012	212655	500.00		
			RIVERSIDE CTY CENSUS TRCT INFO	500.00
	Vendor Total	**500.00**		
FYTD for NIELSEN SEGMENTATION & LOCAL MARKET SOL		**500.00**		
ODOM, YVONNE			Remit to: **MORENO VALLEY** **CA**	
5/21/2012	212795	200.00		
			REFUND-RENTAL DEPOSIT-TWNGTE	200.00
	Vendor Total	**200.00**		
FYTD for ODOM, YVONNE		**200.00**		
OPERATION SAFEHOUSE, INC.			Remit to: **RIVERSIDE** **CA**	
5/21/2012	212796	1,259.74		
			CDBG SVCS-SHELTER PRGM	512.66
			CDBG SVCS-SHELTER PRGM	747.08
	Vendor Total	**1,259.74**		
FYTD for OPERATION SAFEHOUSE, INC.		**7,600.00**		
ORROCK, POPKA, FORTINO & BRISLIN			Remit to: **RIVERSIDE** **CA**	
5/7/2012	885140	3,181.20		
			LEGAL SVCS	1,561.35
			LEGAL SVCS	1,619.85
5/29/2012	885293	722.00		
			LEGAL SVCS	165.86
			LEGAL SVCS	446.14
			LEGAL SVCS	110.00
	Vendor Total	**3,903.20**		
FYTD for ORROCK, POPKA, FORTINO & BRISLIN		**21,612.14**		
ORTEGA, JUAN			Remit to: **MORENO VALLEY** **CA**	
5/21/2012	212797	57.50		
			REFUND-PARKING CITATION OVRPYT	57.50
	Vendor Total	**57.50**		
FYTD for ORTEGA, JUAN		**57.50**		
ORTEGA, MARC			Remit to: **MORENO VALLEY** **CA**	
5/14/2012	212709	50.53		
			REISSUE UNCLAIMD CK-MVU RFND	52.53
			REISSUE UNCLAIMD CK-MVU RFND	-2.00
	Vendor Total	**50.53**		
FYTD for ORTEGA, MARC		**50.53**		

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OVERLAND PACIFIC & CUTLER, INC.			Remit to: **LONG BEACH**	**CA**
5/7/2012	885141	6,143.75		
			RELOCATION SVCS-MYERS AVE PROJ	593.75
			RELOCATION SVCS-MYERS AVE PROJ	5,550.00
	Vendor Total	**6,143.75**		
FYTD for OVERLAND PACIFIC & CUTLER, INC.		**142,876.25**		
PACIFIC GREEN HORTICULTURAL SVC			Remit to: **UPLAND**	**CA**
5/14/2012	885198	226.91		
			BEE CONTROL SVCS	125.00
			TURF FERTILIZATION-ZONE E-7	84.46
			TURF FERTILIZATION-ZONE E-14	17.45
	Vendor Total	**226.91**		
FYTD for PACIFIC GREEN HORTICULTURAL SVC		**5,289.71**		
PACIFIC PRODUCTS & SERVICES, INC			Remit to: **HIGHLAND**	**CA**
5/29/2012	212900	8,440.60		
			SIGN POST/ANCHOR/SLEEVES	3,232.50
			SIGN POST/ANCHOR/SLEEVES	5,000.00
			SIGN POST/ANCHOR/SLEEVES	208.10
	Vendor Total	**8,440.60**		
FYTD for PACIFIC PRODUCTS & SERVICES, INC		**8,440.60**		
PACIFIC SAFETY COUNCIL			Remit to: **SAN DIEGO**	**CA**
5/14/2012	885199	380.00		
			SAFETY TRAINING/CONSULTING	380.00
	Vendor Total	**380.00**		
FYTD for PACIFIC SAFETY COUNCIL		**2,051.10**		
PACIFIC TELEMANAGEMENT SERVICES			Remit to: **SAN RAMON**	**CA**
5/21/2012	885251	375.84		
			PAYPHONE SVCS-PSB	62.64
			PAYPHONE SVCS-TECH SVCS	313.20
	Vendor Total	**375.84**		
FYTD for PACIFIC TELEMANAGEMENT SERVICES		**4,171.82**		
PAINTING BY ZEB BODE			Remit to: **NORCO**	**CA**
5/14/2012	885200	5,000.00		
			PAINT EXTERIOR-TOWNGATE CNTR	5,000.00
5/29/2012	885294	1,230.00		
			EXTERIOR PAINTING-CELEBRATION	620.00
			EXTERIOR PAINTING-VISTA LOMA	610.00
	Vendor Total	**6,230.00**		
FYTD for PAINTING BY ZEB BODE		**20,480.00**		

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PALACIO, ASHLEY				Remit to: **MORENO VALLEY** **CA**	
	5/21/2012	212798	200.00		
				REFUND-RENTAL DEPOSIT-TWNGTE	200.00
	Vendor Total		**200.00**		
FYTD for PALACIO, ASHLEY			**200.00**		
PATTERSON, ALFREY				Remit to: **MORENO VALLEY** **CA**	
	5/7/2012	212612	225.99		
				RETIREE MED MAY '12	225.99
	Vendor Total		**225.99**		
FYTD for PATTERSON, ALFREY			**2,509.23**		
PAULEY, JOAN				Remit to: **MORENO VALLEY** **CA**	
	5/21/2012	212799	77.00		
				REFUND-PARKS CANCELLED CLASS	77.00
	Vendor Total		**77.00**		
FYTD for PAULEY, JOAN			**77.00**		
PEREZ, ELIAS				Remit to: **MORENO VALLEY** **CA**	
	5/21/2012	212800	750.00		
				REFUND-RENTAL DEPOSIT-CRC	750.00
	Vendor Total		**750.00**		
FYTD for PEREZ, ELIAS			**750.00**		
PERMA				Remit to: **PALM DESERT** **CA**	
	5/7/2012	885142	232.65		
				FINAL AUDIT INVOICE	232.65
	Vendor Total		**232.65**		
FYTD for PERMA			**403,937.79**		
PERRY, NORMA				Remit to: **PIONEER** **CA**	
	5/7/2012	212613	318.73		
				RETIREE MED MAY '12	318.73
	Vendor Total		**318.73**		
FYTD for PERRY, NORMA			**3,506.03**		
PERS LONG TERM CARE PROGRAM				Remit to: **PASADENA** **CA**	
	5/7/2012	212614	458.63		
				LONG TERM CARE INSURANCE	458.63
	5/21/2012	212801	458.63		
				LONG TERM CARE INSURANCE	458.63
	Vendor Total		**917.26**		
FYTD for PERS LONG TERM CARE PROGRAM			**11,007.12**		

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POIEMA LANDSCAPE, INC.			Remit to: **COLTON** **CA**	
5/14/2012	885201	3,296.01		
			LANDSCAPE MAINT-ZONE E-12	2,131.00
			LANDSCAPE MAINT-ZONE S	1,165.01
	Vendor Total	**3,296.01**		
FYTD for POIEMA LANDSCAPE, INC.		**38,934.25**		
PRICE, GEORGE E.			Remit to: **MORENO VALLEY** **CA**	
5/7/2012	885143	318.73		
			RETIREE MED MAY '12	318.73
	Vendor Total	**318.73**		
FYTD for PRICE, GEORGE E.		**3,506.03**		
PROFESSIONAL COMMUNICATIONS NETWORK PCN			Remit to: **RIVERSIDE** **CA**	
5/21/2012	212802	484.35		
			LIVE ANSWERING SVC	484.35
	Vendor Total	**484.35**		
FYTD for PROFESSIONAL COMMUNICATIONS NETWORK PCN		**4,850.85**		
PSOMAS			Remit to: **SANTA ANA** **CA**	
5/7/2012	212615	2,899.06		
			STREET IMPRVMNTS-NASON/CACTUS	2,899.06
5/21/2012	212803	3,185.00		
			IRONWOOD AVE IMPRVMNTS PROJ	3,185.00
	Vendor Total	**6,084.06**		
FYTD for PSOMAS		**156,896.56**		
PULLIAM, TRENT D.			Remit to: **MISSION VIEJO** **CA**	
5/7/2012	885144	318.73		
			RETIREE MED MAY '12	318.73
5/29/2012	885295	1,900.00		
			RELEASE OF ALL CLAIMS	1,900.00
	Vendor Total	**2,218.73**		
FYTD for PULLIAM, TRENT D.		**5,406.03**		
PVP COMMUNICATIONS, INC.			Remit to: **TORRANCE** **CA**	
5/14/2012	212710	85.66		
			TRUNK HINGES & CABLES REPLCMNT	85.66
5/21/2012	212804	95.00		
			REPAIR SVCS-MOTOR 2-PD	95.00
	Vendor Total	**180.66**		
FYTD for PVP COMMUNICATIONS, INC.		**4,132.76**		

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PW ENHANCEMENT CENTER				Remit to: **MORENO VALLEY CA**	
	5/16/2012	885224	12,317.00		
				RNTL ASSISTANCE SVCS	12,317.00
	5/21/2012	885252	1,063.00		
				RNTL ASSISTANCE SVCS	1,063.00
	Vendor Total		**13,380.00**		
FYTD for PW ENHANCEMENT CENTER			**32,711.08**		
PYRO SPECTACULARS, INC.				Remit to: **RIALTO CA**	
	5/7/2012	212616	15,000.00		
				FIREWORKS DISPLAY-50% DEPOSIT	15,000.00
	Vendor Total		**15,000.00**		
FYTD for PYRO SPECTACULARS, INC.			**15,000.00**		
QUALITY ASSURANCE INSPECTIONS				Remit to: **IRVINE CA**	
	5/14/2012	212711	99.57		
				REFUND-BUS LIC OVERPAYMENT	99.57
	Vendor Total		**99.57**		
FYTD for QUALITY ASSURANCE INSPECTIONS			**99.57**		
R & S OVERHEAD DOORS, INC.				Remit to: **FONTANA CA**	
	5/21/2012	885253	390.00		
				ROLL-UP DOOR REPAIR-FIRE ST 91	390.00
	Vendor Total		**390.00**		
FYTD for R & S OVERHEAD DOORS, INC.			**11,442.82**		
RALLY MANAGEMENT SERVICES, LLC				Remit to: **RANCHO CUCAMONGA CA**	
	5/14/2012	885202	2,157.84		
				TEMP STAFFING SVCS-R HENDERSON	719.28
				TEMP STAFFING SVCS-R HENDERSON	719.28
				TEMP STAFFING SVCS-R HENDERSON	719.28
	5/29/2012	885296	719.28		
				TEMP STAFFING SVCS-R HENDERSON	719.28
	Vendor Total		**2,877.12**		
FYTD for RALLY MANAGEMENT SERVICES, LLC			**14,830.83**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RAMOS, ROBERTO				Remit to: **MORENO VALLEY** **CA**	
	5/7/2012	212617	567.00		
				INSTRUCTOR SVCS-KINDER KARATE	168.00
				INSTRUCTOR SVCS-KINDER KARATE	210.00
				INSTRUCTOR SVCS-BODY & MIND	27.00
				INSTRUCTOR SVCS-TAE KWON DO	162.00
	5/29/2012	212901	783.10		
				INSTRUCTOR SVCS-KINDER KARATE	300.60
				INSTRUCTOR SVCS-KINDER KARATE	294.00
				INSTRUCTOR SVCS-BODY & MIND	31.50
				INSTRUCTOR SVCS-SING/THEATER	49.00
				INSTRUCTOR SVCS-TAE KWON DO	108.00
	Vendor Total		**1,350.10**		
FYTD for RAMOS, ROBERTO			**4,847.50**		
RAY-RAMIREZ, DARCY L.				Remit to: **RIVERSIDE** **CA**	
	5/7/2012	212618	318.73		
				RETIREE MED MAY '12	318.73
	Vendor Total		**318.73**		
FYTD for RAY-RAMIREZ, DARCY L.			**3,506.03**		
RBF CONSULTING, INC.				Remit to: **IRVINE** **CA**	
	5/29/2012	212929	6,665.13		
				CACTUS AVE/NASON ST. IMPRVMNTS	4,249.26
				CACTUS AVE/NASON ST. IMPRVMNTS	2,415.87
	Vendor Total		**6,665.13**		
FYTD for RBF CONSULTING, INC.			**18,514.22**		
RICK ENGINEERING COMPANY				Remit to: **RIVERSIDE** **CA**	
	5/7/2012	885145	450.00		
				STREET IMPRVMNT PRGM SVCS	450.00
	5/21/2012	885254	937.50		
				INDIAN ST. BICYCLE LANES PROJ.	937.50
	5/29/2012	885298	225.00		
				RIGHT OF WAY SVC-JFK@LA BRISIS	225.00
	Vendor Total		**1,612.50**		
FYTD for RICK ENGINEERING COMPANY			**62,827.10**		
RIGHTWAY SITE SERVICES, INC.				Remit to: **LAKE ELSINORE** **CA**	
	5/14/2012	212712	470.71		
				PORTABLE RESTROOM-GOLF COURSE	72.28
				PORTABLE RESTROOMS-EQUEST. CTR	308.88
				PORTABLE TOILET/SVC-CITY YARD	89.55
	Vendor Total		**470.71**		
FYTD for RIGHTWAY SITE SERVICES, INC.			**6,738.71**		

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RIVERA, STEVE				Remit to: **SAN DIEGO** **CA**	
	5/21/2012	212805	97.55		
				REFUND-DEPOSIT FOR DEV RECORDS	97.55
	Vendor Total		**97.55**		
FYTD for RIVERA, STEVE			**97.55**		
RIVERSIDE AREA RAPE CRISIS CENTER				Remit to: **RIVERSIDE** **CA**	
	5/21/2012	212806	612.61		
				CDBG SVCS-CHLD ABUSE PREV PRGM	612.61
	Vendor Total		**612.61**		
FYTD for RIVERSIDE AREA RAPE CRISIS CENTER			**9,265.39**		
RIVERSIDE COUNTY DEPT OF PUBLIC HEALTH				Remit to: **RIVERSIDE** **CA**	
	5/14/2012	212713	100.00		
				FRA-RABIES TESTS	50.00
				FRA-RABIES TESTS	50.00
	Vendor Total		**100.00**		
FYTD for RIVERSIDE COUNTY DEPT OF PUBLIC HEALTH			**550.00**		
RIVERSIDE COUNTY SHERIFF BEN CLARK				Remit to: **RIVERSIDE** **CA**	
	5/7/2012	212620	916.00		
				REG.-RECONSTR TRAF. COLL INV.	458.00
				REG.-RECONSTR TRAF. COLL INV.	458.00
	5/21/2012	212807	1,376.00		
				REG.-INTRVW & INTERROG. ADVNCD	361.00
				REG.-INTRVW & INTERROG. ADVNCD	361.00
				REG.-INTRVW & INTERROG. ADVNCD	361.00
				REG.-BASIC CRIMINAL INVESTIG.	179.00
				REG.-CRISIS INTERVENTION TRNG	114.00
	Vendor Total		**2,292.00**		
FYTD for RIVERSIDE COUNTY SHERIFF BEN CLARK			**12,511.00**		
RIVERSIDE COUNTY SHERIFF COURT SERVICES				Remit to: **RIVERSIDE** **CA**	
	5/7/2012	212653	675.25		
				GARNISHMENT	141.32
				GARNISHMENT	16.32
				GARNISHMENT	517.61
	5/21/2012	212808	966.68		
				GARNISHMENT	966.68
	Vendor Total		**1,641.93**		
FYTD for RIVERSIDE COUNTY SHERIFF COURT SERVICES			**17,613.45**		

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RIVERSIDE COUNTY SHERIFF MV			Remit to: **MORENO VALLEY** **CA**	
5/14/2012	212714	15,300.00		
			RCRMC SX ASSAULT EXAMS REIMB	15,300.00
	Vendor Total	**15,300.00**		
FYTD for RIVERSIDE COUNTY SHERIFF MV		**319,610.32**		
RIVERSIDE RUBBER STAMP & ENGRAVING			Remit to: **RIVERSIDE** **CA**	
5/29/2012	885299	20.50		
			SELF-INKING GREEN STAMP	13.46
			SHIPPING CHARGE	6.00
			CALIF SALES TAX	1.04
	Vendor Total	**20.50**		
FYTD for RIVERSIDE RUBBER STAMP & ENGRAVING		**233.81**		
ROGERS, EUGENE			Remit to: **PEBBLE BEACH** **CA**	
5/7/2012	885147	318.73		
			RETIREE MED MAY '12	318.73
	Vendor Total	**318.73**		
FYTD for ROGERS, EUGENE		**3,506.03**		
ROKASKY, GLADYS			Remit to: **MORENO VALLEY** **CA**	
5/21/2012	212810	407.50		
			REFUND-CITATION DISMISSED	407.50
	Vendor Total	**407.50**		
FYTD for ROKASKY, GLADYS		**407.50**		
ROMERO, TANYA			Remit to: **MORENO VALLEY** **CA**	
5/7/2012	212622	37.00		
			REFUND-PARK RESERV. RAINED OUT	37.00
	Vendor Total	**37.00**		
FYTD for ROMERO, TANYA		**37.00**		
ROSS, DAVID T.			Remit to: **MORENO VALLEY** **CA**	
5/7/2012	885148	318.73		
			RETIREE MED MAY '12	318.73
	Vendor Total	**318.73**		
FYTD for ROSS, DAVID T.		**3,506.03**		
ROSSON, LOUIS A.			Remit to: **PERRIS** **CA**	
5/7/2012	885149	262.31		
			RETIREE MED MAY '12	165.81
			RETIREE MED MAY '12	96.50
	Vendor Total	**262.31**		
FYTD for ROSSON, LOUIS A.		**2,936.35**		

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ROTO-ROOTER PLUMBERS			Remit to: **RANCHO CUCAMONGA CA**	
5/14/2012	885203	1,206.94		
			PLUMBING REPAIRS-EL POTRERO PK	205.00
			PLUMBING REPAIRS-EL POTRERO PK	850.00
			PLUMBING REPAIRS-EL POTRERO PK	151.94
	Vendor Total	**1,206.94**		
FYTD for ROTO-ROOTER PLUMBERS		**2,243.44**		
RUSSO, JOHN			Remit to: **RANCHO MIRAGE CA**	
5/7/2012	885150	225.99		
			RETIREE MED MAY '12	225.99
	Vendor Total	**225.99**		
FYTD for RUSSO, JOHN		**2,509.23**		
RUTH HERNANDEZ AS TRUSTEE FOR BRENDA			Remit to: **MORENO VALLEY CA**	
5/29/2012	212902	483.34		
			SETTLEMENT AGREEMENT	483.34
	Vendor Total	**483.34**		
FYTD for RUTH HERNANDEZ AS TRUSTEE FOR BRENDA		**483.34**		
RUTH HERNANDEZ AS TRUSTEE FOR EDGAR			Remit to: **MORENO VALLEY CA**	
5/29/2012	212903	1,498.77		
			SETTLEMENT AGREEMENT	1,498.77
	Vendor Total	**1,498.77**		
FYTD for RUTH HERNANDEZ AS TRUSTEE FOR EDGAR		**1,498.77**		
SA ASSOCIATES			Remit to: **ARCADIA CA**	
5/7/2012	885151	8,175.00		
			PROF CONSULTANT STAFFING SVCS	8,175.00
	Vendor Total	**8,175.00**		
FYTD for SA ASSOCIATES		**91,275.00**		
SAFEWAY SIGN CO.			Remit to: **ADELANTO CA**	
5/14/2012	885204	1,493.95		
			TRAFFIC SIGNS/HARDWARE	1,493.95
5/21/2012	885256	268.30		
			TRAFFIC SIGNS/HARDWARE	268.30
	Vendor Total	**1,762.25**		
FYTD for SAFEWAY SIGN CO.		**50,521.64**		

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SALSBURY INDUSTRIES			Remit to: **LOS ANGELES** **CA**	
5/21/2012	212811	6,606.60		
			LOCKERS	8,800.00
			CREDIT-30% DISCOUNT	-2,640.00
			CA SALES TAX	446.60
	Vendor Total	**6,606.60**		
FYTD for SALSBURY INDUSTRIES		**6,606.60**		
SANDOVAL, RAFAEL M.			Remit to: **RIVERSIDE** **CA**	
5/21/2012	212812	109.00		
			REFUND-CITATION/TAX INTERCEPT	109.00
	Vendor Total	**109.00**		
FYTD for SANDOVAL, RAFAEL M.		**109.00**		
SARNOFF, A VERITEXT COMPANY			Remit to: **IRVINE** **CA**	
5/14/2012	212715	1,301.40		
			LEGAL SVCS-M. ESCOBAR V. MV	720.50
			LEGAL SVCS-M. ESCOBAR V. MV	580.90
	Vendor Total	**1,301.40**		
FYTD for SARNOFF, A VERITEXT COMPANY		**1,806.52**		
SAT/HUMAN RESOURCES			Remit to: **CARSON** **CA**	
5/14/2012	885205	591.16		
			INTERACTIVE MTG SVCS & REPORT	591.16
	Vendor Total	**591.16**		
FYTD for SAT/HUMAN RESOURCES		**591.16**		
SCHIEFELBEIN, LORI C.			Remit to: **BULLHEAD CITY** **AZ**	
5/14/2012	212716	1,045.00		
			CONSULTANT SVCS-ROT. TOW PRGM	952.55
			CONSULTANT SVCS-ROT. TOW PRGM	92.45
	Vendor Total	**1,045.00**		
FYTD for SCHIEFELBEIN, LORI C.		**12,323.56**		
SCHUMAN, MICHAEL			Remit to: **RIVERSIDE** **CA**	
5/7/2012	885152	318.73		
			RETIREE MED MAY '12	318.73
	Vendor Total	**318.73**		
FYTD for SCHUMAN, MICHAEL		**1,593.65**		

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SCHWITALLA, JOE/REMY			Remit to: **MORENO VALLEY** **CA**	
5/21/2012	212813	20.00		
			REFUND-RABIES DEPOSIT	20.00
	Vendor Total	**20.00**		
FYTD for SCHWITALLA, JOE/REMY		**20.00**		
SCMAF-INLAND VALLEYS			Remit to: **CHINO HILLS** **CA**	
5/7/2012	212623	525.00		
			YTH BSKTBLL ENTRY FEES, DIV. A	175.00
			YTH BSKTBLL ENTRY FEES, DIV. B	175.00
			YTH BSKTBLL ENTRY FEES, DIV. C	175.00
	Vendor Total	**525.00**		
FYTD for SCMAF-INLAND VALLEYS		**525.00**		
SEARS #0009953			Remit to: **DALLAS** **TX**	
5/14/2012	212717	57.74		
			REFUND-FALSE ALARM OVRPYMT	57.74
	Vendor Total	**57.74**		
FYTD for SEARS #0009953		**57.74**		
SECTRAN SECURITY, INC			Remit to: **LOS ANGELES** **CA**	
5/21/2012	212814	477.00		
			ARMORED TRANSPORT SVCS-UTILITY	159.00
			ARMORED TRANSPORT SVCS-PARKS	159.00
			ARMORED TRANSPORT SVCS-CASHIER	159.00
	Vendor Total	**477.00**		
FYTD for SECTRAN SECURITY, INC		**5,724.00**		
SECURITY & COMMUNICATIONS CONSULTING SVC			Remit to: **CLOVIS** **CA**	
5/29/2012	885300	5,143.20		
			SVCS-CITYWIDE CAMERA SURV. SYS	3,808.80
			SVCS-CITYWIDE CAMERA SURV. SYS	1,334.40
	Vendor Total	**5,143.20**		
FYTD for SECURITY & COMMUNICATIONS CONSULTING SVC		**19,152.70**		
SECURITY LOCK & KEY			Remit to: **YUCAIPA** **CA**	
5/14/2012	885206	127.50		
			LOCK REPAIR-LIBRARY	17.50
			LOCK REPAIR-LIBRARY	40.00
			CHANGE OF SAFE COMBINATION	70.00
5/21/2012	885257	158.88		
			LOCKS/SVC-25328 FILAREE ABTMNT	158.88
	Vendor Total	**286.38**		
FYTD for SECURITY LOCK & KEY		**6,509.12**		

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SHARRETT, SHARON K.				Remit to: **ONTARIO** **CA**	
	5/7/2012	212624	165.81		
				RETIREE MED MAY '12	165.81
	Vendor Total		**165.81**		
FYTD for SHARRETT, SHARON K.			**1,874.85**		
SHELDON, STUART H.				Remit to: **MURRIETA** **CA**	
	5/7/2012	212625	318.73		
				RETIREE MED MAY '12	318.73
	Vendor Total		**318.73**		
FYTD for SHELDON, STUART H.			**3,506.03**		
SHELL OIL CO.				Remit to: **COLUMBUS** **OH**	
	5/14/2012	212718	70.00		
				FUEL PURCHASE-TECH. SVCS	70.00
	5/29/2012	212904	62.83		
				FUEL PURCHASES-PD SET	62.83
	5/29/2012	212905	2,102.08		
				FUEL PURCHASES-PD MTRCYCLES	2,102.08
	5/29/2012	212906	23.48		
				FUEL PURCHASE-MAINT & OPS	23.48
	Vendor Total		**2,258.39**		
FYTD for SHELL OIL CO.			**23,180.01**		
SINGER & COFFIN, APC				Remit to: **IRVINE** **CA**	
	5/29/2012	885301	3,699.00		
				LEGAL SVCS	221.50
				LEGAL SVCS	3,477.50
	Vendor Total		**3,699.00**		
FYTD for SINGER & COFFIN, APC			**24,625.70**		
SKY PUBLISHING				Remit to: **MORENO VALLEY** **CA**	
	5/7/2012	212626	857.00		
				AD FOR FORECLOSURE PRV SEMINAR	857.00
	5/14/2012	212719	4,650.00		
				1/2 PG AD-BOTTLE/CAN RECYCLING	840.00
				1/2 PG AD-OIL RECYCLING	840.00
				FULL PG AD-EARTH DAY	1,485.00
				FULL PG AD-USED OIL EVENT	1,485.00
	Vendor Total		**5,507.00**		
FYTD for SKY PUBLISHING			**57,923.50**		

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SKY TRAILS MOBILE VILLAGE				Remit to: **LOS ANGELES CA**	
	5/14/2012	885208	63.66		
				REFUND-EXEMPT UTIL. USER TAXES	63.66
	Vendor Total		**63.66**		
FYTD for SKY TRAILS MOBILE VILLAGE			**689.08**		
SMITH, KOZUE				Remit to: **MORENO VALLEY CA**	
	5/21/2012	212815	112.00		
				REFUND-ENGLISH CLASS CANCELLED	112.00
	Vendor Total		**112.00**		
FYTD for SMITH, KOZUE			**112.00**		
SMITH, MARIA A.				Remit to: **MORENO VALLEY CA**	
	5/7/2012	885153	318.73		
				RETIREE MED MAY '12	318.73
	Vendor Total		**318.73**		
FYTD for SMITH, MARIA A.			**3,506.03**		
SOCO GROUP, INC				Remit to: **PERRIS CA**	
	5/7/2012	885154	23,836.34		
				FUEL PURCH-CITY VEHICLES/EQUIP	7,791.99
				FUEL PURCH-CITY VEHICLES/EQUIP	7,398.71
				FUEL PURCH-CITY VEHICLES/EQUIP	8,645.64
	5/14/2012	885209	8,334.23		
				FUEL PURCH-CITY VEHICLES/EQUIP	8,334.23
	5/29/2012	885302	16,995.11		
				FUEL PURCH-CITY VEHICLES/EQUIP	8,544.28
				FUEL PURCH-CITY VEHICLES/EQUIP	8,450.83
	Vendor Total		**49,165.68**		
FYTD for SOCO GROUP, INC			**357,119.95**		
SOSA, HUGO				Remit to: **ELK GROVE CA**	
	5/21/2012	212816	210.00		
				INSTRUCTOR SVCS-KARATEDO CLASS	210.00
	Vendor Total		**210.00**		
FYTD for SOSA, HUGO			**3,300.00**		

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SOUTH COAST AIR QUALITY MGMT DISTRICT			Remit to: **DIAMOND BAR**	**CA**
5/7/2012	212627	113.88		
			HOT SPOTS PRGM FEE/JUL11-JUN12	113.88
5/14/2012	212720	113.88		
			HOT SPOTS PRGM FEE/JUL11-JUN12	113.88
5/14/2012	212721	666.33		
			PERMIT APPLIC.-GENERATOR @ EOC	666.33
	Vendor Total	**894.09**		
FYTD for SOUTH COAST AIR QUALITY MGMT DISTRICT		**12,084.63**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA EDISON			Remit to: **ROSEMEAD**	**CA**
5/7/2012	212628	3,218.56		
			ELECTRICITY	88.18
			ELECTRICITY	65.78
			ELECTRICITY	1,172.91
			ELECTRICITY	472.87
			ELECTRICITY	213.35
			ELECTRICITY	22.42
			ELECTRICITY	868.24
			ELECTRICITY	144.07
			ELECTRICITY	108.92
			ELECTRICITY	61.82
5/21/2012	212817	15,639.06		
			RELIABILITY SVC-DLAP_SCE_SEES_	388.86
			ELECTRIC CHARGES	401.99
			FERC-115KV PROJ-13571 MOR. BCH	14,146.73
			FERC CHRGS-ADDED FACILITIES	701.48
5/29/2012	212908	16,869.32		
			ELECTRICITY	183.41
			ELECTRICITY	25.77
			ELECTRICITY	4,706.69
			ELECTRICITY	2,461.67
			ELECTRICITY	18.56
			ELECTRICITY	602.79
			ELECTRICITY	1,582.47
			ELECTRICITY	97.79
			ELECTRICITY	3,520.69
			ELECTRICITY	1.23
			ELECTRICITY	74.65
			ELECTRICITY	1,694.35
			ELECTRICITY	280.43
			ELECTRICITY	443.38
			ELECTRICITY	422.00
			ELECTRICITY	204.06
			ELECTRICITY	160.07
			ELECTRICITY	168.69
			ELECTRICITY	150.40
			ELECTRICITY	44.45
			ELECTRICITY	25.77
	Vendor Total	**35,726.94**		
FYTD for SOUTHERN CALIFORNIA EDISON		**3,251,321.81**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA GAS CO.			Remit to: **MONTEREY PARK**	**CA**
5/21/2012	212819	4,459.99		
			GAS CHARGES	645.56
			GAS CHARGES	1,996.70
			GAS CHARGES	56.94
			GAS CHARGES	45.47
			GAS CHARGES	40.28
			GAS CHARGES	363.94
			GAS CHARGES	121.33
			GAS CHARGES	38.94
			GAS CHARGES	258.45
			GAS CHARGES	101.22
			GAS CHARGES	130.17
			GAS CHARGES	68.32
			GAS CHARGES	90.10
			GAS CHARGES	125.45
			GAS CHARGES	170.42
			GAS CHARGES	26.73
			GAS CHARGES	179.97
	Vendor Total	**4,459.99**		
FYTD for SOUTHERN CALIFORNIA GAS CO.		**74,408.54**		
SPARKLETTS			Remit to: **DALLAS**	**TX**
5/7/2012	212631	5.00		
			WATER SERVICE-GOLF COURSE	5.00
5/14/2012	212723	33.71		
			WATER SERVICE-ARMADA ELEM.	19.91
			WATER SERVICE-CREEKSIDE ELEM.	13.80
5/29/2012	212909	27.81		
			WATER SERVICE-SUNNYMD ELEM.	18.31
			WATER SERVICE-EMERG MGMT SVCS	4.50
			WATER SERVICE-GOLF COURSE	5.00
	Vendor Total	**66.52**		
FYTD for SPARKLETTS		**645.65**		
SPECK, GARY B.			Remit to: **MORENO VALLEY**	**CA**
5/7/2012	885155	318.73		
			RETIREE MED MAY '12	318.73
	Vendor Total	**318.73**		
FYTD for SPECK, GARY B.		**3,506.03**		
SPENCER, MARTHA			Remit to: **MORENO VALLEY**	**CA**
5/7/2012	885156	225.99		
			RETIREE MED MAY '12	225.99
	Vendor Total	**225.99**		
FYTD for SPENCER, MARTHA		**2,509.23**		

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SPRINT				Remit to: **KANSAS CITY** **MO**	
	5/7/2012	212632	30.00		
				SUBPOENA COMPLNCE-MV120740161	30.00
	Vendor Total		**30.00**		
FYTD for SPRINT			**600.00**		
SPRINT/NEXTEL				Remit to: **CAROL STREAM** **IL**	
	5/7/2012	885157	74.49		
				CELL PHONE SVCS-GANG TASK FRC	74.49
	5/14/2012	885210	643.23		
				CELL PHONE SVCS-PD/SET	643.23
	Vendor Total		**717.72**		
FYTD for SPRINT/NEXTEL			**7,046.47**		
STA STUDENT TRANSPORTATION OF AMERICA				Remit to: **RIVERSIDE** **CA**	
	5/29/2012	212910	244.99		
				FIELD TRIP TRANSPORTATION SVCS	244.99
	Vendor Total		**244.99**		
FYTD for STA STUDENT TRANSPORTATION OF AMERICA			**453.68**		
STANLEY CONVERGENT SECURITY SOLUTNS, INC				Remit to: **RIVERSIDE** **CA**	
	5/7/2012	885158	110.00		
				MONITORING SVCS-EOC	45.00
				MONITORING SVCS-EOC	65.00
	Vendor Total		**110.00**		
FYTD for STANLEY CONVERGENT SECURITY SOLUTNS, INC			**25,203.58**		
STATE BOARD OF EQUALIZATION				Remit to: **SACRAMENTO** **CA**	
	5/22/2012	43012	4,377.00		
				SALES & USE TAX 4/1-4/30/12	4,377.00
	Vendor Total		**4,377.00**		
FYTD for STATE BOARD OF EQUALIZATION			**60,664.79**		
STATE CONTROLLER'S OFFICE				Remit to: **SACRAMENTO** **CA**	
	5/14/2012	212724	2,414.53		
				ANNUAL STREET REPORT 10/11 FY	2,414.53
	Vendor Total		**2,414.53**		
FYTD for STATE CONTROLLER'S OFFICE			**4,814.97**		

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STATE DISBURSEMENT UNIT			Remit to: **WEST SACRAMENTO CA**	
5/7/2012	212633	132.00		
			CASE 200000000199597-J. COSEY	132.00
5/3/2012	3069	2,107.64		
			CHILD SUPPORT W/H 5/3/12	2,107.64
5/14/2012	212725	45.00		
			CS#0650464971-01/0650613537-01	45.00
5/17/2012	3077	2,131.38		
			CHILD SUPPORT W/H 5/17/12	2,131.38
5/31/2012	3085	2,004.64		
			CHILD SUPPORT W/H 5/31/12	2,004.64
	Vendor Total	**6,420.66**		
FYTD for STATE DISBURSEMENT UNIT		**52,246.58**		
STATE OF CALIFORNIA DEPT. OF CONSUMER AF			Remit to: **SACRAMENTO CA**	
5/29/2012	212911	125.00		
			E. LEWIS-PROF LIC. RENEWAL	125.00
	Vendor Total	**125.00**		
FYTD for STATE OF CALIFORNIA DEPT. OF CONSUMER AF		**750.00**		
STATE OF CALIFORNIA DEPT. OF JUSTICE			Remit to: **SACRAMENTO CA**	
5/14/2012	212726	1,190.00		
			BLOOD ALCOHOL ANALYSIS FOR PD	1,190.00
5/21/2012	212821	358.00		
			BLOOD ALCOHOL ANALYSIS FOR PD	70.00
			FINGERPRINTING SVCS-BUS. LIC.	128.00
			FINGERPRINTING SVCS-HUM. RES.	96.00
			FINGERPRINTING SVCS-TS VOLUNT.	32.00
			FINGERPRINTING SVCS-PD	32.00
	Vendor Total	**1,548.00**		
FYTD for STATE OF CALIFORNIA DEPT. OF JUSTICE		**52,033.00**		
STATE OF CALIFORNIA/DEPT OF COM SVCS&DEV			Remit to: **SACRAMENTO CA**	
5/7/2012	212634	239.52		
			REFUND-MVU/ANDRES GONZALEZ	223.06
			REFUND-MVU/KAREN L BROWN	16.46
5/14/2012	212727	205.21		
			REFUND-MVU/MARIE J LEISS	205.21
	Vendor Total	**444.73**		
FYTD for STATE OF CALIFORNIA/DEPT OF COM SVCS&DEV		**1,769.70**		

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STENO SOLUTIONS TRANSCRIPTION SVCS., IN			Remit to: **CORONA** **CA**	
5/14/2012	212728	3,827.20		
			DICTATION & TRANSCRIPTION SVCS	3,827.20
	Vendor Total	**3,827.20**		
FYTD for STENO SOLUTIONS TRANSCRIPTION SVCS., IN		**21,516.32**		
STEWART TITLE OF CALIFORNIA			Remit to: **HOUSTON** **TX**	
5/14/2012	885211	0.00		
			PRELIMINARY RPT-RNCHO DORADO S	550.00
			VOIDED CHECK #885211 - 5/29/12	-550.00
5/29/2012	212930	550.00		
			PRELIMINARY RPT-RNCHO DORADO S	550.00
	Vendor Total	**550.00**		
FYTD for STEWART TITLE OF CALIFORNIA		**800.00**		
STEWART, CLIFFORD			Remit to: **GLENDALE** **AZ**	
5/7/2012	885159	271.44		
			RETIREE MED MAY '12	271.44
	Vendor Total	**271.44**		
FYTD for STEWART, CLIFFORD		**2,964.48**		
STK ARCHITECTURE, INC.			Remit to: **TEMECULA** **CA**	
5/21/2012	885258	16,308.42		
			ANNEX #1 RE-DESIGN/RENOV. PROJ	16,055.27
			ANNEX #1 RE-DESIGN/RENOV. PROJ	253.15
5/29/2012	885304	24,279.82		
			MORRISON PARK FIRE STN PROJ	24,279.82
	Vendor Total	**40,588.24**		
FYTD for STK ARCHITECTURE, INC.		**327,825.45**		
STOPANI, PRISCILLA			Remit to: **CORONA** **CA**	
5/14/2012	212729	442.89		
			MILEAGE-CA MUNI RATE GRP CONF.	442.89
	Vendor Total	**442.89**		
FYTD for STOPANI, PRISCILLA		**442.89**		
STRADLING, YOCCA, CARLSON & RAUTH			Remit to: **NEWPORT BEACH** **CA**	
5/7/2012	212636	13,648.50		
			LEGAL SVCS	13,648.50
	Vendor Total	**13,648.50**		
FYTD for STRADLING, YOCCA, CARLSON & RAUTH		**77,410.34**		

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STRICKLER ASSOCIATION, THE			Remit to: **SAN BERNARDINO** **CA**	
5/14/2012	885212	2,860.00		
			CONSULTING SVCS-EDD	2,860.00
	Vendor Total	**2,860.00**		
FYTD for STRICKLER ASSOCIATION, THE		**37,618.75**		
STRICKLER II, JOHN W.			Remit to: **SAN BERNARDINO** **CA**	
5/7/2012	885160	318.73		
			RETIREE MED MAY '12	318.73
	Vendor Total	**318.73**		
FYTD for STRICKLER II, JOHN W.		**3,506.03**		
SUNNYMEAD ACE HARDWARE			Remit to: **MORENO VALLEY** **CA**	
5/14/2012	212730	21.44		
			MISC SUPPLIES-PD	21.44
5/21/2012	212822	17.15		
			MISC SUPPLIES-PD	17.15
5/29/2012	212912	82.78		
			MISC SUPPLIES-PD	31.34
			MISC SUPPLIES-PD	48.43
			MISC SUPPLIES-PD	3.01
	Vendor Total	**121.37**		
FYTD for SUNNYMEAD ACE HARDWARE		**1,507.53**		
T-34 HERITAGE FOUNDATION, INC			Remit to: **ALISO VIEJO** **CA**	
5/7/2012	212637	750.00		
			MEMORIAL DAY FLYOVER-FUEL COST	250.00
			VETERANS DAY FLYOVER-FUEL COST	500.00
	Vendor Total	**750.00**		
FYTD for T-34 HERITAGE FOUNDATION, INC		**750.00**		
TANITA, JOI			Remit to: **WEST COVINA** **CA**	
5/29/2012	212913	95.00		
			REFUND-RABIES & SN DEPOSIT	20.00
			REFUND-RABIES & SN DEPOSIT	75.00
	Vendor Total	**95.00**		
FYTD for TANITA, JOI		**95.00**		
TAX COMPLIANCE SERVICES			Remit to: **THOUSAND OAKS** **CA**	
5/29/2012	212914	5,000.00		
			UUT COMPLIANCE & AUDIT SVCS	5,000.00
	Vendor Total	**5,000.00**		
FYTD for TAX COMPLIANCE SERVICES		**62,500.00**		

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THERMAL COMBUSTION INNOVATORS			Remit to: **COLTON** **CA**	
5/29/2012	212915	70.96		
			MEDICAL/BIOHAZ. WASTE DISPOSAL	70.96
	Vendor Total	**70.96**		
FYTD for THERMAL COMBUSTION INNOVATORS		**424.90**		
THOMPSON, TIFFANY			Remit to: **LONG BEACH** **CA**	
5/14/2012	212731	95.00		
			REFUND-RABIES & SN DEPOSITS	20.00
			REFUND-RABIES & SN DEPOSITS	75.00
	Vendor Total	**95.00**		
FYTD for THOMPSON, TIFFANY		**95.00**		
TIMOTHY KRANTZ ENVIRONMENTAL CONSULTING			Remit to: **REDLANDS** **CA**	
5/7/2012	212651	6,682.50		
			PROFESSIONAL CONSULTANT SVCS	6,682.50
5/14/2012	885214	15,607.50		
			ENVIRONMENTAL CONSULTANT SVCS	15,607.50
	Vendor Total	**22,290.00**		
FYTD for TIMOTHY KRANTZ ENVIRONMENTAL CONSULTING		**22,290.00**		
TKE ENGINEERING INC			Remit to: **RIVERSIDE** **CA**	
5/21/2012	212823	2,101.13		
			DRACAEA AVE SIDEWALK IMPRVMNTS	2,101.13
	Vendor Total	**2,101.13**		
FYTD for TKE ENGINEERING INC		**27,200.74**		
TORRES, ROBERT			Remit to: **RIVERSIDE** **CA**	
5/7/2012	212638	10.55		
			MILEAGE REIMBURSEMENT	10.55
	Vendor Total	**10.55**		
FYTD for TORRES, ROBERT		**10.55**		
TR DESIGN GROUP, INC.			Remit to: **RIVERSIDE** **CA**	
5/21/2012	212836	12,884.71		
			TRANSP MGMT CTR PROJ SVCS	10,000.00
			TRANSP MGMT CTR PROJ SVCS	719.38
			PSB CONVERSION PROJ-PHASE II	1,000.00
			PSB CONVERSION PROJ-PHASE II	1,165.33
	Vendor Total	**12,884.71**		
FYTD for TR DESIGN GROUP, INC.		**56,242.00**		

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TRANSTECH ENGINEERS, INC.				Remit to: **WALNUT** **CA**	
	5/7/2012	212639	7,505.00		
				NASON ST/CACTUS AVE IMPRVMNTS	7,505.00
	Vendor Total		**7,505.00**		
FYTD for TRANSTECH ENGINEERS, INC.			**57,950.00**		
TRICHE, TARA				Remit to: **MORENO VALLEY** **CA**	
	5/21/2012	212824	2,042.40		
				INSTRUCTOR SVCS-BALLET INTERMD	155.40
				INSTRUCTOR SVCS-BALLET	355.20
				INSTRUCTOR SVCS-BALLET/ACRO	266.40
				INSTRUCTOR SVCS-DANCE EXPLOR.	177.60
				INSTRUCTOR SVCS-DANCE EXPLOR.	199.80
				INSTRUCTOR SVCS-DANCE EXPLOR.	377.40
				INSTRUCTOR SVCS-DANCE EXPLOR.	44.40
				INSTRUCTOR SVCS-DANCE EXPLOR.	310.80
				INSTRUCTOR SVCS-HIP HOP DANCE	155.40
	Vendor Total		**2,042.40**		
FYTD for TRICHE, TARA			**23,909.40**		
TRI-CITY LINEN SUPPLY, INC.				Remit to: **RIVERSIDE** **CA**	
	5/7/2012	885162	25.00		
				LINEN RENTAL FOR CRC	25.00
	5/14/2012	885215	25.00		
				LINEN RENTAL FOR CRC	25.00
	5/21/2012	885260	85.00		
				LINEN RENTAL FOR CRC	25.00
				LINEN RNTL FOR EVENT-CTR#19311	60.00
	Vendor Total		**135.00**		
FYTD for TRI-CITY LINEN SUPPLY, INC.			**1,824.73**		
TROPICAL PLAZA NURSERY, INC.				Remit to: **VILLA PARK** **CA**	
	5/7/2012	212640	6,086.12		
				LANDSCAPE MAINT-ZONE E-2	6,086.12
	Vendor Total		**6,086.12**		
FYTD for TROPICAL PLAZA NURSERY, INC.			**110,323.98**		

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TRUGREEN LANDCARE				Remit to: **RIVERSIDE** **CA**	
	5/14/2012	885216	11,410.86		
				PLANTS INSTALLATION-ZONE E-16	2,250.00
				TREE TRIMMING-CITY HALL ENTRNC	715.00
				LANDSCAPE MAINT-ZONE E-4	7,980.86
				LANDSCAPE MAINT-ZONE E-4A	465.00
	5/29/2012	885305	18,854.29		
				INSTALLATION OF PLANT MATERIAL	3,230.00
				LANDSCAPE MAINT-ZONE M	5,532.72
				LANDSCAPE MAINT-ZONE DSG-1	5,121.57
				LANDSCAPE MAINT-ZONE E-16	2,485.00
				LANDSCAPE MAINT-ZONE E-16	2,485.00
	Vendor Total		**30,265.15**		
FYTD for TRUGREEN LANDCARE			**266,011.16**		
TRUST COMPLETE AUTO REPAIR AND TOWING				Remit to: **HEMET** **CA**	
	5/14/2012	212732	59.68		
				REFUND-BUS. LIC OVRPYMT	59.68
	Vendor Total		**59.68**		
FYTD for TRUST COMPLETE AUTO REPAIR AND TOWING			**59.68**		
TUNTLAND, JAMES				Remit to: **PRESCOTT** **AZ**	
	5/7/2012	885163	271.44		
				RETIREE MED MAY '12	271.44
	Vendor Total		**271.44**		
FYTD for TUNTLAND, JAMES			**2,964.48**		
TW TELECOM				Remit to: **DENVER** **CO**	
	5/7/2012	212641	3,439.94		
				TELECOM SVCS-LOCAL/LONG DIST.	1,524.61
				TELECOM SVCS-LOCAL/LONG DIST.	1,915.33
	5/29/2012	212917	3,118.46		
				TELECOM SVCS-LOCAL/LONG DIST.	3,118.46
	Vendor Total		**6,558.40**		
FYTD for TW TELECOM			**12,350.84**		
TYLER, WILLIAM				Remit to: **MORENO VALLEY** **CA**	
	5/23/2012	212844	150.00		
				PER DIEM-SO CA GANG CONFERENCE	150.00
	Vendor Total		**150.00**		
FYTD for TYLER, WILLIAM			**150.00**		

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U.S. BANK/CALCARDS			Remit to: **ST. LOUIS** **MO**	
5/8/2012	1205061	350.00		
			CALCARD PMT CYCLE END 4/27/12	350.00
	Vendor Total	**350.00**		
FYTD for U.S. BANK/CALCARDS		**1,565,284.37**		
U.S. HEALTHWORKS MEDICAL GROUP			Remit to: **LOS ANGELES** **CA**	
5/7/2012	212642	910.00		
			PRE-EMPLOYMENT PHYSICALS	213.00
			PRE-EMPLOYMENT PHYSICALS	337.00
			PRE-EMPLOYMENT PHYSICALS	360.00
5/29/2012	212918	65.00		
			EMPLOYEE DOT EXAM	65.00
	Vendor Total	**975.00**		
FYTD for U.S. HEALTHWORKS MEDICAL GROUP		**1,492.00**		
UNDERGROUND SERVICE ALERT			Remit to: **CORONA** **CA**	
5/21/2012	885261	541.50		
			DIGALERT TICKETS SUBSCRPTN SVC	135.37
			DIGALERT TICKETS SUBSCRPTN SVC	135.38
			DIGALERT TICKETS SUBSCRPTN SVC	135.38
			DIGALERT TICKETS SUBSCRPTN SVC	135.37
	Vendor Total	**541.50**		
FYTD for UNDERGROUND SERVICE ALERT		**6,054.00**		
UNION BANK OF CALIFORNIA			Remit to: **SAN DIEGO** **CA**	
5/21/2012	212825	291.67		
			INVESTMENT SAFEKEEPING SVCS	291.67
	Vendor Total	**291.67**		
FYTD for UNION BANK OF CALIFORNIA		**3,208.37**		
UNITED ROTARY BRUSH CORP			Remit to: **ESCONDIDO** **CA**	
5/7/2012	885164	566.28		
			BROOM KITS FOR ST. SWEEPERS	566.28
5/14/2012	885217	406.57		
			BROOM KITS FOR ST. SWEEPERS	406.57
5/29/2012	885306	1,199.36		
			BROOM KITS FOR ST. SWEEPERS	633.08
			BROOM KITS FOR ST. SWEEPERS	566.28
	Vendor Total	**2,172.21**		
FYTD for UNITED ROTARY BRUSH CORP		**36,768.79**		

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UNITED STATES TREASURY			Remit to: **CINCINNATI** **OH**	
5/7/2012	212654	145.68		
			PAYROLL DEDUCTION AGREEMENT	145.68
5/21/2012	212826	153.57		
			PAYROLL DEDUCTION AGREEMENT	153.57
	Vendor Total	**299.25**		
FYTD for UNITED STATES TREASURY		**2,276.17**		
UNITED WAY OF INLAND VALLEYS			Remit to: **RIVERSIDE** **CA**	
5/7/2012	212643	335.00		
			UNITED WAY CONTRIBUTIONS	335.00
5/21/2012	212827	335.00		
			UNITED WAY CONTRIBUTIONS	335.00
	Vendor Total	**670.00**		
FYTD for UNITED WAY OF INLAND VALLEYS		**10,187.66**		
US IMMIGRATION LAW OFFICE			Remit to: **MORENO VALLEY** **CA**	
5/14/2012	212733	255.49		
			REFUND-BUS. LIC OVRPYMT	225.00
			REFUND-BUS. LIC OVRPYMT	30.49
	Vendor Total	**255.49**		
FYTD for US IMMIGRATION LAW OFFICE		**255.49**		
USA MOBILITY/ARCH WIRELESS			Remit to: **ALEXANDRIA** **VA**	
5/14/2012	885218	35.69		
			PAGER SVC FOR PARK RANGERS	1.69
			PAGER SVC FOR TRANSP. DIV	4.59
			PAGER SVC FOR ANIMAL SVCS	29.41
	Vendor Total	**35.69**		
FYTD for USA MOBILITY/ARCH WIRELESS		**395.18**		

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VACATE TERMITE & PEST ELIMINATION CO.				Remit to: **MORENO VALLEY** **CA**	
	5/7/2012	885165	1,115.00		
				PEST CNTRL-FIRE ST #48	45.00
				PEST CNTRL-TOWNGATE COMM. CTR	45.00
				PEST CNTRL-FIRE ST #65	45.00
				PEST CNTRL-FIRE ST #6	45.00
				PEST CNTRL-UTILITY FIELD OFF.	45.00
				PEST CNTRL-LIBRARY	55.00
				PEST CNTRL-FIRE ST #58	45.00
				PEST CNTRL-SENIOR CTR	55.00
				PEST CNTRL-FIRE ST #2	45.00
				PEST CNTRL-FIRE ST #91	45.00
				PEST CNTRL-CITY YARD	115.00
				PEST CNTRL-CITY HALL	75.00
				PEST CNTRL-PUB SAFETY BLDG	75.00
				PEST CNTRL-CONF & REC CTR	75.00
				PEST CNTRL-MARB ASES BLDG	45.00
				PEST CNTRL-MARCH FLD PRK C.C.	45.00
				PEST CNTRL-TRANSP. TRAILER	45.00
				PEST CNTRL-ANNEX BLDG 1	55.00
				PEST CNTRL-ANIMAL SHELTER	115.00
	5/14/2012	885219	180.00		
				RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
				RODENT CNTRL-ELECTR UTIL SUBST	40.00
				RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
				RODENT CNTRL-ELECTR UTIL SUBST	40.00
	5/21/2012	885262	55.00		
				PEST CNTRL-EOC	45.00
				PEST CNTRL-EOC	10.00
	Vendor Total		**1,350.00**		
FYTD for VACATE TERMITE & PEST ELIMINATION CO.			**18,350.00**		
VANCE, MIKE/KARI				Remit to: **MORENO VALLEY** **CA**	
	5/14/2012	212734	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for VANCE, MIKE/KARI			**20.00**		
VAS ASSOCIATES, INC.				Remit to: **CORONA** **CA**	
	5/29/2012	885307	20,160.00		
				PROF CONSULTANT STAFFING SVCS	20,160.00
	Vendor Total		**20,160.00**		
FYTD for VAS ASSOCIATES, INC.			**204,960.00**		

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VAVRINEK, TRINE, DAY & CO., LLP			Remit to: **SACRAMENTO** **CA**	
5/14/2012	212735	980.00		
			CONSULTANT ACCOUNTING SVCS	980.00
	Vendor Total	**980.00**		
FYTD for VAVRINEK, TRINE, DAY & CO., LLP		**57,630.00**		
VERIZON			Remit to: **TRENTON** **NJ**	
5/21/2012	212828	1,773.35		
			BACKBONE COMMUN. CHARGES	1,773.35
	Vendor Total	**1,773.35**		
FYTD for VERIZON		**19,261.28**		
VERIZON CALIFORNIA			Remit to: **DALLAS** **TX**	
5/14/2012	212736	87.18		
			ANNUAL PHONE DIRECTORY AD	42.85
			PHONE DIRECTORY LISTING-MVU	44.33
5/21/2012	212829	618.34		
			PHONE CHARGES-ERC	618.34
	Vendor Total	**705.52**		
FYTD for VERIZON CALIFORNIA		**7,463.20**		
VERIZON WIRELESS			Remit to: **DALLAS** **TX**	
5/14/2012	212737	329.96		
			CELLULAR SVC-PD TICKET WRITERS	329.96
	Vendor Total	**329.96**		
FYTD for VERIZON WIRELESS		**329.96**		
VERTEX, INC.			Remit to: **BERWYN** **PA**	
5/14/2012	885220	789.28		
			PAYROLL TAX Q SERIES ANNL MNT.	732.50
			CALIF SALES TAX	56.78
	Vendor Total	**789.28**		
FYTD for VERTEX, INC.		**2,367.84**		
VICTOR MEDICAL CO			Remit to: **LAKE FOREST** **CA**	
5/7/2012	212644	843.14		
			ANIMAL MEDICAL SUPPLIES	843.14
5/21/2012	212830	818.11		
			ANIMAL MEDICAL SUPPLIES	818.11
5/29/2012	212919	1,378.37		
			ANIMAL MEDICAL SUPPLIES	1,378.37
	Vendor Total	**3,039.62**		
FYTD for VICTOR MEDICAL CO		**21,575.74**		

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VIGIL, ERNEST				Remit to: **MORENO VALLEY** **CA**	
	5/7/2012	885166	318.73		
				RETIREE MED MAY '12	318.73
	Vendor Total		**318.73**		
FYTD for VIGIL, ERNEST			**3,506.03**		
VISTA PAINT CORPORATION				Remit to: **MORENO VALLEY** **CA**	
	5/21/2012	212831	1,823.84		
				TRAFFIC PAINT	1,823.84
	Vendor Total		**1,823.84**		
FYTD for VISTA PAINT CORPORATION			**10,341.77**		
VORTECH PHARMACEUTICALS, LTD				Remit to: **DEARBORN** **MI**	
	5/29/2012	212920	2,955.52		
				SUPPLIES FOR ANIMAL SVCS	2,955.52
				SUPPLIES FOR ANIMAL SVCS	229.05
				SUPPLIES FOR ANIMAL SVCS	-229.05
	Vendor Total		**2,955.52**		
FYTD for VORTECH PHARMACEUTICALS, LTD			**5,908.44**		
VOYAGER FLEET SYSTEM, INC.				Remit to: **HOUSTON** **TX**	
	5/29/2012	885308	2,326.82		
				CNG FUEL PURCHASES	19.36
				CNG FUEL PURCHASES	2,167.28
				CNG FUEL PURCHASES	140.18
	Vendor Total		**2,326.82**		
FYTD for VOYAGER FLEET SYSTEM, INC.			**25,011.06**		

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VULCAN MATERIALS CO, INC.				Remit to: **SAN BERNARDINO** **CA**	
	5/14/2012	212738	1,089.68		
				ASPHALTIC MATERIALS	215.87
				ASPHALTIC MATERIALS	181.73
				ASPHALTIC MATERIALS	146.17
				ASPHALTIC MATERIALS	109.91
				ASPHALTIC MATERIALS	218.00
				ASPHALTIC MATERIALS	218.00
	5/29/2012	212921	1,127.45		
				ASPHALTIC MATERIALS	145.47
				ASPHALTIC MATERIALS	216.58
				ASPHALTIC MATERIALS	73.64
				ASPHALTIC MATERIALS	109.19
				ASPHALTIC MATERIALS	181.02
				ASPHALTIC MATERIALS	146.17
				ASPHALTIC MATERIALS	109.91
				ASPHALTIC MATERIALS	145.47
	Vendor Total		**2,217.13**		
FYTD for VULCAN MATERIALS CO, INC.			**26,261.50**		
WAGGONER JR., GLENN C.				Remit to: **MORENO VALLEY** **CA**	
	5/7/2012	885167	276.58		
				RETIREE MED APR 12, PD MAY 12	276.58
	Vendor Total		**276.58**		
FYTD for WAGGONER JR., GLENN C.			**2,892.94**		
WAGNER, GARY D.				Remit to: **MORENO VALLEY** **CA**	
	5/7/2012	885168	318.73		
				RETIREE MED MAY '12	318.73
	Vendor Total		**318.73**		
FYTD for WAGNER, GARY D.			**3,506.03**		
WAGONER, ROBERT				Remit to: **ZEPHYRHILLS** **FL**	
	5/7/2012	885169	362.80		
				RETIREE MED APR-JUN 12, PD MAY	362.80
	Vendor Total		**362.80**		
FYTD for WAGONER, ROBERT			**2,164.80**		
WAGY, CARYLON				Remit to: **MORENO VALLEY** **CA**	
	5/7/2012	212645	318.73		
				RETIREE MED APR 12, PD MAY 12	318.73
	Vendor Total		**318.73**		
FYTD for WAGY, CARYLON			**3,824.76**		

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WALTER'S WHOLESALE ELECTRIC			Remit to: **RIVERSIDE** **CA**	
5/14/2012	212739	20,631.52		
			PG1730B703 PG STYLE PULL BOXES	2,180.96
			PG1730B557 PG STYLE PULL BOXES	1,132.32
			PG2436B996 PG STYLE PULL BOXES	4,959.60
			PG2436B998 PG STYLE PULL BOXES	6,654.90
			PG2436HS00S PG STYLE PULL BOXE	4,219.80
			CALIF SALES TAX @ 7.75%	1,483.94
	Vendor Total	**20,631.52**		
FYTD for WALTER'S WHOLESALE ELECTRIC		**20,631.52**		
WASTE MANAGEMENT OF THE INLAND EMPIRE			Remit to: **PHOENIX** **AZ**	
5/29/2012	212922	592.40		
			ROLL-OFF STORAGE BIN RENTALS	592.40
	Vendor Total	**592.40**		
FYTD for WASTE MANAGEMENT OF THE INLAND EMPIRE		**10,641.32**		
WELLS FARGO BANK			Remit to: **MINNEAPOLIS** **MN**	
5/7/2012	212646	2,000.00		
			ANNUAL TRUSTEE FEE-2007 LRB	2,000.00
5/29/2012	212923	2,000.00		
			TRUSTEE ANNL ADMIN CHGS-CFD#5	2,000.00
	Vendor Total	**4,000.00**		
FYTD for WELLS FARGO BANK		**14,030.00**		
WEST			Remit to: **SAINT PAUL** **MN**	
5/29/2012	212924	677.10		
			AUTO TRACK SVCS-PD	677.10
	Vendor Total	**677.10**		
FYTD for WEST		**6,465.29**		
WEST COAST ARBORISTS, INC.			Remit to: **ANAHEIM** **CA**	
5/7/2012	885170	23,015.00		
			TREE TRIMMING/REMOVALS-PARKS	18,395.00
			TREE TRIMMING SVCS-ZONE DSG-2N	1,820.00
			TREE REMOVAL SVCS-ZONE DSG-2N	2,800.00
5/14/2012	885221	6,950.00		
			TREE TRIMMING SVCS-PARKS	6,950.00
	Vendor Total	**29,965.00**		
FYTD for WEST COAST ARBORISTS, INC.		**104,850.00**		

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WESTERN MUNICIPAL WATER DISTRICT			Remit to: **RIVERSIDE** **CA**	
5/29/2012	212925	2,815.82		
			WATER CHARGES	996.26
			WATER CHARGES	34.38
			WATER CHARGES	1,711.36
			WATER CHARGES	73.82
	Vendor Total	**2,815.82**		
FYTD for WESTERN MUNICIPAL WATER DISTRICT		**26,142.24**		
WESTOVER, MARK			Remit to: **SAN DIEGO** **CA**	
5/7/2012	885171	318.73		
			RETIREE MED MAY '12	318.73
	Vendor Total	**318.73**		
FYTD for WESTOVER, MARK		**3,276.85**		
WIBERG, CHRISTOPHER			Remit to: **ANAHEIM** **CA**	
5/7/2012	212647	318.73		
			RETIREE MED MAY '12	318.73
	Vendor Total	**318.73**		
FYTD for WIBERG, CHRISTOPHER		**3,716.47**		
WIELIN, RONALD A.			Remit to: **BANNING** **CA**	
5/7/2012	885172	318.73		
			RETIREE MED MAY '12	318.73
	Vendor Total	**318.73**		
FYTD for WIELIN, RONALD A.		**3,506.03**		
WILLDAN AND ASSOCIATES			Remit to: **SAN BERNARDINO** **CA**	
5/14/2012	212740	12,247.04		
			BLDG & SAFETY PLAN CHECK SVCS	12,247.04
5/29/2012	212926	6,417.54		
			PROLOGIS PARK EIR REVIEW SVCS	6,417.54
	Vendor Total	**18,664.58**		
FYTD for WILLDAN AND ASSOCIATES		**302,393.80**		

City of Moreno Valley

Check Register

For Period 5/1/2012 through 5/31/2012

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WILLIS, ROBERT H				Remit to: **PERRIS** **CA**	
	5/7/2012	212648	60.00		
				SPORTS OFFICIATING SVCS	60.00
	5/21/2012	212832	60.00		
				SPORTS OFFICIATING SVCS	60.00
	5/29/2012	212927	120.00		
				SPORTS OFFICIATING SVCS	80.00
				SPORTS OFFICIATING SVCS	40.00
	Vendor Total		**240.00**		
FYTD for WILLIS, ROBERT H			**2,220.00**		
WURM'S JANITORIAL SERVICES, INC.				Remit to: **CORONA** **CA**	
	5/14/2012	885222	2,545.63		
				JANITORIAL SVCS-CRC RENTALS	1,290.00
				JANITORIAL SVCS-TOWNGT RENTALS	480.00
				JANITORIAL SVCS-SR CTR RENTALS	130.00
				JANITORIAL SVCS-EMP RES CTR	532.81
				JANITORIAL SVCS-GANG TSK FORCE	112.82
	5/21/2012	885263	21,547.57		
				JANITORIAL SVCS-CITY HALL	4,588.23
				JANITORIAL SVCS-CITY YARD	346.90
				JANITORIAL SVCS-TRANSP TRAILER	98.40
				JANITORIAL SVCS-EOC	688.36
				JANITORIAL SVCS-SP DIST ANNEX	735.73
				JANITORIAL SVCS-FACIL. ANNEX	124.29
				JANITORIAL SVCS-LIBRARY	1,771.79
				JANITORIAL SVCS-MRCH FLD PK CC	955.70
				JANITORIAL SVCS-PUB SFTY BLDG	5,564.25
				JANITORIAL SVCS-SENIOR CTR	1,916.18
				JANITORIAL SVCS-TOWNGATE C.C.	691.38
				JANITORIAL SVCS-TS ANNEX	453.43
				JANITORIAL SVCS-CONF & REC CTR	3,447.93
				UPHOLSTERY CLEANING-FIRE ADMIN	165.00
	5/29/2012	885309	494.29		
				JANITORIAL SVCS-SUNNYMD ELEM	184.10
				JANITORIAL SVCS-RAINBOW RIDGE	310.19
	Vendor Total		**24,587.49**		
FYTD for WURM'S JANITORIAL SERVICES, INC.			**275,948.22**		

City of Moreno Valley

Check Register

For Period 5/1/2012 through 5/31/2012

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
XEROX				Remit to: **DALLAS** **TX**	
	5/14/2012	212741	1,576.52		
				COPIER RNTL/MAINT/PRNTS-PD	888.97
				COPIER RNTL/MAINT/PRNTS-PD	99.45
				COPIER RNTL/MAINT/PRNTS-PD	588.10
	5/21/2012	212835	817.55		
				LEASE OF XEROX XC550V-GRAPHICS	424.11
				LEASE OF XEROX EX560-GRAPHICS	393.44
	5/29/2012	212928	2,765.26		
				COPIER RNTL/MAINT-PD	76.51
				COPIER RNTL/MAINT-PD	84.38
				COPIER RNTL/MAINT-PD	70.29
				LEASE OF XEROX EX560-PARKS	490.76
				LEASE OF XC550/PRINTS-PARKS	903.61
				COPIER BILLABLE PRINTS-PARKS	1,139.71
	Vendor Total		**5,159.33**		
FYTD for XEROX			**45,814.81**		
YAMASHITA, JULIA J.				Remit to: **LAGUNA WOODS** **CA**	
	5/7/2012	885173	139.90		
				RETIREE MED MAR 12, PD MAY 12	139.90
	Vendor Total		**139.90**		
FYTD for YAMASHITA, JULIA J.			**1,711.70**		
ZEE MEDICAL INC				Remit to: **INDIANAPOLIS** **IN**	
	5/14/2012	885223	295.65		
				SUPPLIES FOR 4 FIRST AID KITS	295.65
	Vendor Total		**295.65**		
FYTD for ZEE MEDICAL INC			**592.01**		

Subtotal **1,350,330.54**

GRAND TOTAL **13,875,994.96**

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MV00174556

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: August 28, 2012

TITLE: APPROVAL OF CHECK REGISTER FOR JUNE, 2012

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. 2012-68, approving the Check Register for the month of June, 2012 in the amount of $22,489,803.50.

DISCUSSION

To facilitate Council's review, the Check Register lists in alphabetical order all checks in the amount of $25,000 or greater, followed by a listing in alphabetical order of all checks less than $25,000. The Check Register also includes wire transfers, thus eliminating the need for a separate wire transfer register, as well as the fiscal year-to-date (FYTD) amount paid to each vendor.

FISCAL IMPACT

The disbursements itemized in the attached Check Register are reflected in the FY 2011-12 budget. Therefore, there is no fiscal impact other than the expenditure of budgeted funds.

ATTACHMENTS/EXHIBITS

Resolution No. 2012-68
Check Register for Month of June, 2012

Prepared By:
Cynthia A. Fortune
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2012-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CHECK REGISTER FOR THE MONTH OF JUNE, 2012

WHEREAS, the Financial & Administrative Services Department has prepared and provided the Check Register for the period June 1, 2012 through June 30, 2012, for review and approval by the City Council of the City of Moreno Valley; and

WHEREAS, it is in the best interest of the City that the referenced Check Register be approved.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Check Register for the period June 1, 2012 through June 30, 2012, in the total amount of $22,489,803.50 is approved.

APPROVED AND ADOPTED this 28th day of August, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Resolution No. 2012-68
Date Adopted: August 28, 2012

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-68 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 28th day of August, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

CITY CLERK

Resolution No. 2012-68
Date Adopted: August 28, 2012

City of Moreno Valley

Check Register

For Period 6/1/2012 through 6/30/2012

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

TACO BELL INLAND BELLS, INC				Remit to: **MORENO VALLEY**	**CA**
	6/25/2012	213194	84,000.00		
				SOLAR INCENTIVE REBATE	84,000.00
	Vendor Total		**84,000.00**		
FYTD for TACO BELL INLAND BELLS, INC			**84,000.00**		
AFECO INC.				Remit to: **SAN DIEGO**	**CA**
	6/25/2012	213276	36,258.09		
				THERMAL IMAGING MSA 5200 HD2	33,650.20
				SALES TAX	2,607.89
	Vendor Total		**36,258.09**		
FYTD for AFECO INC.			**45,322.61**		
ALL AMERICAN ASPHALT, INC.				Remit to: **CORONA**	**CA**
	6/4/2012	212933	1,213,454.86		
				SR-60/NASON ST INTRCHNG PROJ	1,074,271.58
				SR-60/NASON ST INTRCHNG PROJ	139,183.28
	6/11/2012	213031	52,469.99		
				LOCAL ST. PAVEMNT RESURF. PROJ	35,859.60
				LOCAL ST. PAVEMNT RESURF. PROJ	3,344.98
				LOCAL ST. PAVEMNT RESURF. PROJ	13,265.41
	6/18/2012	120606	134,828.32		
				RETENTN PMT PER ESCRW AGREEMNT	134,828.32
	6/19/2012	120607	54,874.40		
				RETENTN PMT PER ESCRW AGREEMNT	54,874.40
	Vendor Total		**1,455,627.57**		
FYTD for ALL AMERICAN ASPHALT, INC.			**7,883,021.10**		

City of Moreno Valley

Check Register

For Period 6/1/2012 through 6/30/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BEMUS LANDSCAPE, INC.			Remit to: **SAN CLEMENTE**	**CA**
6/28/2012	885540	25,625.35		
			LANDSCAPE MAINT-S AQDCT "B"	662.00
			LANDSCAPE MAINT-N AQDCT	473.00
			LANDSCAPE MAINT-PAN AM/AQDCT	540.00
			LANDSCAPE MAINT-SENIOR CNTR	236.00
			LANDSCAPE MAINT-SCE/OLD LAKE	1,575.00
			LANDSCAPE MAINT-CITY YARD	225.00
			LANDSCAPE MAINT-FORMER STARS	260.00
			LANDSCAPE MAINT-CRC	1,710.00
			LANDSCAPE MAINT-MVU	432.00
			LANDSCAPE MAINT-MVU SUBSTN	567.00
			LANDSCAPE MAINT-PSB	1,077.83
			LANDSCAPE MAINT-ANIMAL SVCS	468.00
			LANDSCAPE MAINT-PATRIOT PRK	360.00
			LANDSCAPE MAINT-BAY/JFK AQDCT	1,710.00
			LANDSCAPE MAINT-BIKE AQDCT	360.00
			LANDSCAPE MAINT-LIBRARY	468.00
			LANDSCAPE MAINT-ZONE E-3	10,625.00
			LANDSCAPE MAINT-ZONE E-3A	781.02
			LANDSCAPE MAINT-S AQDCT "A"	765.50
			EMERGENCY REPAIRS-TOWGATE CTR	2,330.00
	Vendor Total	**25,625.35**		
FYTD for BEMUS LANDSCAPE, INC.		**389,345.57**		
BRAUN BLAISING MCLAUGHLIN			Remit to: **SACRAMENTO**	**CA**
6/11/2012	213037	35,022.60		
			LEGAL SVCS-ST LIGHT LITIGATION	33,345.47
			LEGAL SVCS	1,677.13
	Vendor Total	**35,022.60**		
FYTD for BRAUN BLAISING MCLAUGHLIN		**182,332.67**		
COUNTY OF RIVERSIDE AUDITOR			Remit to: **RIVERSIDE**	**CA**
6/11/2012	213044	58,441.52		
			PARKING CONTROL FEES-AB544	2,493.84
			PARKING CONTROL FEES-AB544	1,138.00
			PARKING CONTROL FEES-AB544	24,505.21
			PARKING CONTROL FEES-AB544	1,550.00
			PARKING CONTROL FEES-AB544	28,754.47
6/28/2012	213305	53,313.58		
			TRANSMITTAL OF AB544	892.00
			TRANSMITTAL OF AB544	26,573.95
			TRANSMITTAL OF AB544	846.00
			TRANSMITTAL OF AB544	25,001.63
	Vendor Total	**111,755.10**		
FYTD for COUNTY OF RIVERSIDE AUDITOR		**343,681.17**		

City of Moreno Valley

Check Register

For Period 6/1/2012 through 6/30/2012

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COUNTY OF RIVERSIDE FIRE DEPT				Remit to: **PERRIS** **CA**	
	6/11/2012	885418	2,870,326.27		
				FPARC-MV, 231175,11-12,Q3	2,833,972.71
				FPARC-MV, 231175,11-12,Q3	36,353.56
	Vendor Total		**2,870,326.27**		
FYTD for COUNTY OF RIVERSIDE FIRE DEPT			**11,772,319.86**		
DATA TICKET, INC.				Remit to: **NEWPORT BEACH** **CA**	
	6/28/2012	885553	37,769.54		
				CITATION PROCESSING SVCS-CODE	17,440.96
				CITATION PROCESSING SVCS-CODE	12,438.04
				THIRD PARTY COLLECTION FEES	2,166.33
				THIRD PARTY COLLECTION FEES	979.70
				THIRD PARTY COLLECTION FEES	581.85
				THIRD PARTY COLLECTION FEES	660.15
				CITATION PROCESSING-CODE	2,752.37
				CITATION PROCESSING-CODE	750.14
	Vendor Total		**37,769.54**		
FYTD for DATA TICKET, INC.			**311,710.82**		
DENNIS GRUBB & ASSOCIATES, LLC				Remit to: **MIRA LOMA** **CA**	
	6/28/2012	885554	26,450.00		
				PLAN REVIEW SVCS-FIRE PREVENTN	3,270.00
				PLAN REVIEW SVCS-FIRE PREVENTN	3,225.00
				PLAN REVIEW SVCS-FIRE PREVENTN	8,010.00
				PLAN REVIEW SVCS-FIRE PREVENTN	5,975.00
				PLAN REVIEW SVCS-FIRE PREVENTN	5,970.00
	Vendor Total		**26,450.00**		
FYTD for DENNIS GRUBB & ASSOCIATES, LLC			**180,650.00**		

City of Moreno Valley

Check Register

For Period 6/1/2012 through 6/30/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EASTERN MUNICIPAL WATER DISTRICT			Remit to: **PERRIS**	**CA**
6/4/2012	212951	30,714.96		
			WATER CHARGES	445.38
			WATER CHARGES	285.17
			WATER CHARGES	480.50
			WATER CHARGES	10,649.35
			WATER CHARGES	1,100.13
			WATER CHARGES	7,793.30
			WATER CHARGES	4,198.78
			WATER CHARGES	3,416.48
			WATER CHARGES	39.77
			WATER CHARGES	222.22
			WATER CHARGES	318.20
			WATER CHARGES	214.87
			WATER CHARGES	273.44
			WATER CHARGES	128.87
			WATER CHARGES	402.94
			WATER CHARGES	402.71
			WATER CHARGES	247.41
			WATER CHARGES	95.44
6/11/2012	213050	29,520.00		
			CO# 68357-CROSS/VALVE RELOCAT.	29,520.00
6/11/2012	213051	320,000.00		
			CO# 68357-CROSS/VALVE RELOCAT.	320,000.00
6/11/2012	213052	48,000.00		
			CO# 68357-CROSS/VALVE RELOCAT.	48,000.00
6/18/2012	213128	45,041.06		
			WATER CHARGES	57.77
			WATER CHARGES	254.35
			WATER CHARGES	3,132.98
			WATER CHARGES	40.80
			WATER CHARGES	3,818.17
			WATER CHARGES	122.07
			WATER CHARGES	13,561.01
			WATER CHARGES	264.82
			WATER CHARGES	10,079.03
			WATER CHARGES	2,076.36
			WATER CHARGES	7,695.34
			WATER CHARGES	692.00
			WATER CHARGES	1,020.41
			WATER CHARGES	284.05
			WATER CHARGES	257.58
			WATER CHARGES	348.35
			WATER CHARGES	720.91
			WATER CHARGES	615.06
6/25/2012	213216	66,660.76		
			WATER CHARGES	1,388.63
			WATER CHARGES	904.07
			WATER CHARGES	705.41
			WATER CHARGES	1,004.92
			WATER CHARGES	21,172.35
			WATER CHARGES	5,562.57

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			WATER CHARGES	3,833.58
			WATER CHARGES	6,581.81
			WATER CHARGES	3,826.82
			WATER CHARGES	8,715.52
			WATER CHARGES	79.10
			WATER CHARGES	1,279.93
			WATER CHARGES	3,506.67
			WATER CHARGES	2,535.27
			WATER CHARGES	1,199.86
			WATER CHARGES	587.00
			WATER CHARGES	128.24
			WATER CHARGES	308.00
			WATER CHARGES	613.74
			WATER CHARGES	144.95
			WATER CHARGES	1,567.82
			WATER CHARGES	1,014.50
6/28/2012	213313	36,454.90		
			WATER CHARGES	447.97
			WATER CHARGES	13,414.89
			WATER CHARGES	2,558.95
			WATER CHARGES	1,261.20
			WATER CHARGES	7,384.33
			WATER CHARGES	3,913.68
			WATER CHARGES	5,004.19
			WATER CHARGES	52.51
			WATER CHARGES	326.77
			WATER CHARGES	185.55
			WATER CHARGES	337.63
			WATER CHARGES	166.06
			WATER CHARGES	589.38
			WATER CHARGES	450.11
			WATER CHARGES	92.36
			WATER CHARGES	269.32
Vendor Total		**576,391.68**		
FYTD for EASTERN MUNICIPAL WATER DISTRICT		**1,893,005.22**		

ELITE COMPANIES US, INC. Remit to: **HUNTINGTON BEACH CA**

6/11/2012	213054	30,284.62		
			HEACOCK ST SIDEWLK IMPRV PROJ	30,284.62
6/25/2012	213218	25,998.65		
			HEACOCK ST SIDEWLK IMPRV PROJ	25,998.65
Vendor Total		**56,283.27**		
FYTD for ELITE COMPANIES US, INC.		**134,086.51**		

City of Moreno Valley

Check Register

For Period 6/1/2012 through 6/30/2012

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EMPLOYMENT DEVELOPMENT DEPARTMENT				Remit to:	
	6/1/2012	3090	26,325.94		
				STATE INCOME TAX W/H 6/1/12	26,325.94
	6/15/2012	3098	31,429.93		
				STATE INCOME TAX W/H 6/15/12	31,429.93
	Vendor Total		**57,755.87**		
FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT			**1,223,597.42**		
ENCO UTILITY SERVICES MORENO VALLEY LLC				Remit to: **ANAHEIM** **CA**	
	6/25/2012	885495	166,428.72		
				ELECTRIC METER CHRGS	1,035.00
				DISTRIBUTION CHRGS	155,950.70
				SPECIAL CHRGS/ TEMP PWR POLES	10,625.00
				BAD DEBT-DEDUCTION	-2,755.10
				ONLINE UTILITY SERVICES	192.05
				NASON TO-IRIS NEW SL SYSTEM	1,381.07
	Vendor Total		**166,428.72**		
FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC			**2,630,109.02**		
ENVIRONMENTAL CONSTRUCTION, INC.				Remit to: **WOODLAND HILLS** **CA**	
	6/28/2012	213317	617,791.45		
				SUNNYMD BLVD REVIT PROJ SVCS	197,070.16
				SUNNYMD BLVD REVIT PROJ SVCS	164,221.29
				SUNNYMD BLVD REVIT PROJ SVCS	11,278.71
				SUNNYMD BLVD REVIT PROJ SVCS	245,221.29
	Vendor Total		**617,791.45**		
FYTD for ENVIRONMENTAL CONSTRUCTION, INC.			**617,791.45**		
FAMILY SERVICE ASSOCIATION				Remit to: **MORENO VALLEY** **CA**	
	6/25/2012	213221	37,467.36		
				SNACKS-ASES PRGRM	37,467.36
	6/28/2012	213321	42,762.84		
				SNACKS-ASES PRGRM	42,762.84
	Vendor Total		**80,230.20**		
FYTD for FAMILY SERVICE ASSOCIATION			**449,026.86**		
FIRST INDUSTRIAL LP				Remit to: **TAMPA** **FL**	
	6/18/2012	213131	44,500.00		
				REFUND-EROSION CONTROL DEPOSIT	44,500.00
	Vendor Total		**44,500.00**		
FYTD for FIRST INDUSTRIAL LP			**49,184.20**		

City of Moreno Valley

Check Register

For Period 6/1/2012 through 6/30/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HILLCREST CONTRACTING, INC			Remit to: **CORONA** **CA**	
6/11/2012	885424	91,146.44		
			WIDEN PERRIS BLVD SB LANE @ 60	91,146.44
6/25/2012	885497	137,604.30		
			COTTONWOOD AVE IMPRVMNTS PROJ	137,604.30
	Vendor Total	**228,750.74**		
FYTD for HILLCREST CONTRACTING, INC		**1,165,747.93**		
HUNTINGTON BEACH HONDA			Remit to: **HUNTINGTON BEACH** **CA**	
6/4/2012	212966	110,136.14		
			MOTORCYCLE-4 UNITS	58,720.00
			DOC FEE	220.00
			INSTALLATION & CUSTOM PAINTING	43,261.52
			CA TIRE TAX	14.00
			SALES TAX	7,920.62
	Vendor Total	**110,136.14**		
FYTD for HUNTINGTON BEACH HONDA		**119,730.78**		
INTERNAL REVENUE SERVICE			Remit to:	
6/1/2012	3089	106,962.88		
			FED INCOME TAX W/H 6/1/12	106,962.88
6/15/2012	3097	92,628.08		
			FED INCOME TAX W/H 6/15/12	92,628.08
	Vendor Total	**199,590.96**		
FYTD for INTERNAL REVENUE SERVICE		**3,280,726.92**		
JFL ELECTRIC, INC.			Remit to: **LOS ANGELES** **CA**	
6/25/2012	213228	26,690.76		
			LASSELLE/MARGARET AVE TRAF SIG	15,478.89
			LASSELLE/MARGARET AVE TRAF SIG	11,211.87
	Vendor Total	**26,690.76**		
FYTD for JFL ELECTRIC, INC.		**170,016.24**		
KIMLEY-HORN AND ASSOCIATES, INC			Remit to: **PHOENIX** **AZ**	
6/18/2012	213145	96,961.72		
			TRANSP. MGMT CENTER PROJ SVCS	96,961.72
	Vendor Total	**96,961.72**		
FYTD for KIMLEY-HORN AND ASSOCIATES, INC		**120,624.18**		
KIP INCORPORATED			Remit to: **MURRIETA** **CA**	
6/25/2012	213230	376,793.75		
			HEACOCK ST BRIDGE IMPRV. PROJ	376,793.75
	Vendor Total	**376,793.75**		
FYTD for KIP INCORPORATED		**471,081.25**		

City of Moreno Valley

Check Register

For Period 6/1/2012 through 6/30/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LANCE, SOLL & LUNGHARD, LLP			Remit to: **BREA** **CA**	
6/18/2012	213146	26,000.00		
			2012 CITY AUDIT-INTERIM PROCED	7,000.00
			2012 RDA CLOSEOUT AUDIT	8,000.00
			CITY AUDIT/RELATED REPORTS	11,000.00
	Vendor Total	**26,000.00**		
FYTD for LANCE, SOLL & LUNGHARD, LLP		**83,690.00**		
LAWYERS TITLE COMPANY			Remit to: **NEWPORT BEACH** **CA**	
6/6/2012	1206031	100,880.06		
			ESCROW CLOSING COSTS	1,720.06
			ESCROW DEP-APN 488-270-022&023	99,160.00
6/18/2012	1206081	416,467.00		
			ESCROW CLOSING COSTS	3,817.00
			ESCROW DEPOSIT APN 297-170-077	412,650.00
	Vendor Total	**517,347.06**		
FYTD for LAWYERS TITLE COMPANY		**1,881,516.30**		
MATICH CORPORATION			Remit to: **HIGHLAND** **CA**	
6/25/2012	885506	25,176.48		
			ASPHALTIC MATERIALS-MAINT/OPS	9,002.97
			ASPHALTIC MATERIALS-MAINT/OPS	16,173.51
	Vendor Total	**25,176.48**		
FYTD for MATICH CORPORATION		**52,727.77**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORENO VALLEY UTILITY				Remit to: **HEMET** **CA**	
	6/18/2012	213159	52,846.61		
				ELECTRICITY	125.08
				ELECTRICITY	1,145.63
				ELECTRICITY	315.39
				ELECTRICITY	1,419.90
				ELECTRICITY	8,496.25
				ELECTRICITY	9,822.25
				ELECTRICITY	2,830.97
				ELECTRICITY	6,799.77
				ELECTRICITY	955.24
				ELECTRICITY	134.17
				ELECTRICITY	11,665.79
				ELECTRICITY	6,784.24
				ELECTRICITY	208.81
				ELECTRICITY	122.67
				ELECTRICITY	76.24
				ELECTRICITY	57.72
				ELECTRICITY	57.31
				ELECTRICITY	136.66
				ELECTRICITY	83.47
				ELECTRICITY	1,609.05
	Vendor Total		**52,846.61**		
FYTD for MORENO VALLEY UTILITY			**744,585.43**		
MUSCO SPORTS LIGHTING, LLC				Remit to: **OSKALOOSA** **IA**	
	6/25/2012	885507	69,275.29		
				FURNISH/INSTALL CONTROL LINK	69,275.29
	Vendor Total		**69,275.29**		
FYTD for MUSCO SPORTS LIGHTING, LLC			**69,275.29**		
MV RANCHO DORADO II LTD. PARTNERSHIP				Remit to: **PALM DESERT** **CA**	
	6/12/2012	120604	1,777,000.00		
				RANCHO DORADO SOUTH PROJ-PMT#1	1,777,000.00
	Vendor Total		**1,777,000.00**		
FYTD for MV RANCHO DORADO II LTD. PARTNERSHIP			**1,777,000.00**		
NATIONWIDE RETIREMENT SOLUTIONS				Remit to: **COLUMBUS** **OH**	
	6/15/2012	3094	25,681.85		
				DEF COMP 457 & 401(A) 6/15/12	25,681.85
	Vendor Total		**25,681.85**		
FYTD for NATIONWIDE RETIREMENT SOLUTIONS			**716,822.12**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
NEW WORLD SYSTEMS, CORP			Remit to: **TROY** **MI**	
6/4/2012	885375	456,319.39		
			FM, HR/PY EST. TRAVEL EXPENSES	600.00
			HR MGMT BASE SUITE	94,925.00
			HR MGMT BASE SUITE	94,925.00
			FM BASE SUITE	158,520.00
			HR MGMT BASE SUITE	105,680.00
			FM, HR/PY EST. TRAVEL EXPENSES	1,669.39
	Vendor Total	**456,319.39**		
FYTD for NEW WORLD SYSTEMS, CORP		**938,585.76**		
NOBLE AMERICAS ENERGY SOLUTIONS			Remit to: **PASADENA** **CA**	
6/28/2012	885607	343,382.46		
			PURCHASED POWER	343,382.46
	Vendor Total	**343,382.46**		
FYTD for NOBLE AMERICAS ENERGY SOLUTIONS		**2,117,913.71**		
PARSONS TRANSPORTATION GROUP, INC.			Remit to: **IRVINE** **CA**	
6/25/2012	885512	97,694.58		
			SR-60/MOR BCH DR INTRCHNG PROJ	37,794.93
			SR-60/MOR BCH DR INTRCHNG PROJ	59,899.65
6/28/2012	885610	641,669.41		
			SR-60/MOR. BCH INTRCHNG-PHS. 1	27,054.25
			SR-60/MOR. BCH INTRCHNG-PHS. 1	119,516.96
			SR-60/NASON ST OVRCRSSNG PROJ	84,037.35
			SR-60/NASON ST OVRCRSSNG PROJ	316,069.50
			SR-60/MOR. BCH INTRCHNG-PHS. 1	75,759.11
			SR-60/NASON ST OVRCRSSNG PROJ	19,232.24
	Vendor Total	**739,363.99**		
FYTD for PARSONS TRANSPORTATION GROUP, INC.		**1,733,391.12**		
PEDERSEN HECK MCQUEEN, APLC			Remit to: **IRVINE** **CA**	
6/28/2012	213376	198,000.00		
			CASE SETTLEMNT/STAT ATTY'S FEE	198,000.00
6/28/2012	213377	212,000.00		
			CASE SETTLEMNT/CLIENT TRST ACT	212,000.00
	Vendor Total	**410,000.00**		
FYTD for PEDERSEN HECK MCQUEEN, APLC		**410,000.00**		
PERS HEALTH INSURANCE			Remit to: **SACRAMENTO** **CA**	
6/11/2012	120601	201,122.81		
			EMPLOYEE HEALTH INS 6/11/12	201,122.81
	Vendor Total	**201,122.81**		
FYTD for PERS HEALTH INSURANCE		**2,397,874.94**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PERS RETIREMENT				Remit to: **SACRAMENTO** **CA**	
	6/8/2012	3091	216,222.95		
				PERS RETIREMENT 6/8/12	216,222.95
	6/22/2012	3099	214,123.77		
				PERS RETIREMENT 6/22/12	214,123.77
	Vendor Total		**430,346.72**		
FYTD for PERS RETIREMENT			**5,595,226.39**		
PSOMAS				Remit to: **RIVERSIDE** **CA**	
	6/4/2012	212990	30,204.50		
				SR-60/NASON ST INTRCHNG PROJ	26,432.84
				SR-60/NASON ST INTRCHNG PROJ	307.20
				SR-60/NASON ST INTRCHNG PROJ	3,464.46
	Vendor Total		**30,204.50**		
FYTD for PSOMAS			**195,816.06**		
RASMUSSEN BROTHERS CONSTRUCTION				Remit to: **FALLBROOK** **CA**	
	6/25/2012	213249	55,487.60		
				PD TRAF DIV RENOV-PSB PHASE II	55,487.60
	Vendor Total		**55,487.60**		
FYTD for RASMUSSEN BROTHERS CONSTRUCTION			**55,487.60**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RIVERSIDE COUNTY SHERIFF			Remit to: **RIVERSIDE**	**CA**
6/4/2012	885382	304,605.45		
			CNTRCT LAW ENF RATE ADJ FY1112	27,768.07
			CNTRCT LAW ENF RATE ADJ FY1112	-89.30
			CNTRCT LAW ENF RATE ADJ FY1112	165,099.14
			CNTRCT LAW ENF RATE ADJ FY1112	20,252.28
			CNTRCT LAW ENF RATE ADJ FY1112	47,967.78
			CNTRCT LAW ENF RATE ADJ FY1112	1,806.03
			CNTRCT LAW ENF RATE ADJ FY1112	367.81
			CNTRCT LAW ENF RATE ADJ FY1112	-298.70
			CNTRCT LAW ENF RATE ADJ FY1112	-8,374.80
			CNTRCT LAW ENF RATE ADJ FY1112	425.43
			CNTRCT LAW ENF RATE ADJ FY1112	17,011.08
			CNTRCT LAW ENF RATE ADJ FY1112	1,054.17
			CNTRCT LAW ENF RATE ADJ FY1112	22,488.51
			CNTRCT LAW ENF RATE ADJ FY1112	1,885.51
			CNTRCT LAW ENF RATE ADJ FY1112	3,780.50
			CNTRCT LAW ENF RATE ADJ FY1112	104.40
			CNTRCT LAW ENF RATE ADJ FY1112	3,357.54
6/25/2012	885514	2,887,134.74		
			CONTRACT LAW ENF BILL #10	44,963.39
			CONTRACT LAW ENF BILL #10	521.73
			CONTRACT LAW ENF BILL #10	1,495,233.09
			CONTRACT LAW ENF BILL #10	60,787.41
			CONTRACT LAW ENF BILL #10	357,823.67
			CONTRACT LAW ENF BILL #10	5,671.20
			CONTRACT LAW ENF BILL #10	83,007.96
			CONTRACT LAW ENF BILL #10	6,175.08
			CONTRACT LAW ENF BILL #10	79,270.63
			CONTRACT LAW ENF BILL #10	1,636.25
			CONTRACT LAW ENF BILL #10	238,296.82
			CONTRACT LAW ENF BILL #10	3,802.90
			CONTRACT LAW ENF BILL #10	465,403.55
			CONTRACT LAW ENF BILL #10	9,065.42
			CONTRACT LAW ENF BILL #10	35,190.89
			CONTRACT LAW ENF BILL #10	284.75
	Vendor Total	**3,191,740.19**		
FYTD for RIVERSIDE COUNTY SHERIFF		**38,851,771.94**		
RIVERSIDE COUNTY SHERIFF MV			Remit to: **MORENO VALLEY**	**CA**
6/11/2012	213085	35,169.16		
			CONTRACT SVCS-OTS GRANT #20163	10,224.03
			CONTRACT SVCS-OTS GRANT #20163	1,645.20
			CONTRACT SVCS-OTS GRANT #20163	5,784.41
			CONTRACT SVCS-OTS GRANT #20163	1,421.32
			CONTRACT SVCS-JAG 2010 GRANT	9,141.48
			CONTRACT SVCS-JAG 2010 GRANT	348.48
			CONTRACT SVCS-JAG 2009 GRANT	6,000.56
			CONTRACT SVCS-JAG 2009 GRANT	603.68
	Vendor Total	**35,169.16**		
FYTD for RIVERSIDE COUNTY SHERIFF MV		**365,871.15**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RIVERSIDE COUNTY SHERIFF'S DEPT.			Remit to: **RIVERSIDE** **CA**	
6/11/2012	885434	268,939.00		
			ANNUAL RMS BILLNG FY11/12	268,939.00
	Vendor Total	**268,939.00**		
FYTD for RIVERSIDE COUNTY SHERIFF'S DEPT.		**639,228.15**		
SEAN MALEK ENGINEERING AND CONSTRUCTION			Remit to: **TEMECULA** **CA**	
6/11/2012	213090	145,872.50		
			AUTO MALL ST. IMPRVMNTS PROJ	145,872.50
6/25/2012	213254	140,001.50		
			AUTO MALL ST. IMPRVMNTS PROJ	140,001.50
	Vendor Total	**285,874.00**		
FYTD for SEAN MALEK ENGINEERING AND CONSTRUCTION		**285,874.00**		
SHEFFIELD FORECLOSURE RENOVATION			Remit to: **RIVERSIDE** **CA**	
6/18/2012	213169	42,420.67		
			PROPERTY REHAB-25472 ORCHID CT	42,420.67
	Vendor Total	**42,420.67**		
FYTD for SHEFFIELD FORECLOSURE RENOVATION		**257,839.53**		
SHELL ENERGY NORTH AMERICA (US) L.P.			Remit to: **PHILADELPHIA** **PA**	
6/28/2012	885623	526,310.40		
			ENERGY PURCHASE FOR MV UTIL.	526,310.40
	Vendor Total	**526,310.40**		
FYTD for SHELL ENERGY NORTH AMERICA (US) L.P.		**6,203,086.40**		
SILVER CREEK INDUSTRIES, INC			Remit to: **PERRIS** **CA**	
6/28/2012	213403	257,291.28		
			MORRISON PARK FIRE STN PROJ.	257,291.28
	Vendor Total	**257,291.28**		
FYTD for SILVER CREEK INDUSTRIES, INC		**1,475,075.03**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA EDISON			Remit to: **ROSEMEAD**	**CA**
6/11/2012	213096	33,925.38		
			WDAT CHARGES-IRIS	2,625.22
			WDAT CHARGES-GRAHAM	5,800.93
			WDAT CHARGES-GLOBE	8,804.52
			WDAT CHARGES-NANDINA	3,312.59
			WDAT CHARGES-FREDERICK	2,350.17
			WDAT CHARGES-SUBSTATION 115KV	11,031.95
6/18/2012	213172	144,975.06		
			ELECTRICITY	611.60
			ELECTRICITY	26.78
			ELECTRICITY	1,853.40
			ELECTRICITY	50.01
			ELECTRICITY	24.87
			ELECTRICITY	968.18
			ELECTRICITY	132.98
			ELECTRICITY	2,492.29
			ELECTRICITY	833.77
			ELECTRICITY	1,074.10
			ELECTRICITY	1,607.26
			ELECTRICITY	1,201.27
			ELECTRICITY	1,104.36
			ELECTRICITY	22.89
			ELECTRICITY	92,967.77
			ELECTRICITY	35,475.74
			ELECTRICITY	4,060.46
			ELECTRICITY	207.43
			ELECTRICITY	22.89
			ELECTRICITY	45.65
			ELECTRICITY	26.43
			ELECTRICITY	72.21
			ELECTRICITY	92.72
6/28/2012	213406	37,149.58		
			WDAT CHARGES-IRIS	2,625.22
			WDAT CHARGES-GRAHAM	5,642.21
			WDAT CHARGES-GLOBE	9,167.22
			WDAT CHARGES-NANDINA	4,262.99
			WDAT CHARGES-FREDERICK	2,666.07
			WDAT CHARGES-SUBSTATION 115KV	12,785.87
	Vendor Total	**216,050.02**		
FYTD for SOUTHERN CALIFORNIA EDISON		**3,533,737.68**		
STANDARD INSURANCE CO			Remit to: **PORTLAND**	**OR**
6/11/2012	213098	27,788.15		
			LIFE & DISABILITY INSURANCE	10,824.52
			LIFE & DISABILITY INSURANCE	16,923.37
			LIFE & DISABILITY INSURANCE	40.26
	Vendor Total	**27,788.15**		
FYTD for STANDARD INSURANCE CO		**356,737.31**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
STI, INC., TRUCKING & MATERIALS			Remit to: **RIVERSIDE**	**CA**
6/11/2012	213110	104,057.38		
			IRONWOOD AVE IMPRVMNTS PROJ	104,057.38
6/18/2012	885481	151,136.84		
			IRONWOOD AVE IMPRVMNTS PROJ	124,222.34
			IRONWOOD AVE IMPRVMNTS PROJ	26,914.50
	Vendor Total	**255,194.22**		
FYTD for STI, INC., TRUCKING & MATERIALS		**858,178.37**		
STK ARCHITECTURE, INC.			Remit to: **TEMECULA**	**CA**
6/25/2012	885518	26,821.14		
			MORRISON PARK FIRE STN PROJ	26,821.14
	Vendor Total	**26,821.14**		
FYTD for STK ARCHITECTURE, INC.		**356,946.16**		
STRADLING, YOCCA, CARLSON & RAUTH			Remit to: **NEWPORT BEACH**	**CA**
6/28/2012	213412	34,757.70		
			LEGAL SVCS	3,128.59
			LEGAL SVCS	1,173.41
			LEGAL SVCS	1,086.10
			LEGAL SVCS	2,064.05
			LEGAL SVCS	585.00
			LEGAL SVCS	184.00
			LEGAL SVCS	500.00
			LEGAL SVCS	2,475.00
			LEGAL SVCS	23,148.75
			LEGAL SVCS	412.80
	Vendor Total	**34,757.70**		
FYTD for STRADLING, YOCCA, CARLSON & RAUTH		**112,168.04**		
THINK TOGETHER, INC			Remit to: **SANTA ANA**	**CA**
6/18/2012	213184	419,690.90		
			ASES GRANT PRGM SVCS	419,690.90
6/28/2012	213419	419,690.90		
			ASES GRANT PRGM SVCS	419,690.90
	Vendor Total	**839,381.80**		
FYTD for THINK TOGETHER, INC		**4,204,293.95**		
TMAD TAYLOR & GAINES			Remit to: **PASADENA**	**CA**
6/4/2012	213016	38,350.00		
			EOC FCC GENERATOR PROJ SVCS	29,414.00
			EOC FCC GENERATOR PROJ SVCS	8,936.00
	Vendor Total	**38,350.00**		
FYTD for TMAD TAYLOR & GAINES		**82,795.00**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
TRANSTECH ENGINEERS, INC.			Remit to: **WALNUT** **CA**	
6/28/2012	213422	47,889.50		
			CACTUS AVE/NASON ST IMPRV PROJ	47,889.50
	Vendor Total	**47,889.50**		
FYTD for TRANSTECH ENGINEERS, INC.		**105,839.50**		
TRUGREEN LANDCARE			Remit to: **RIVERSIDE** **CA**	
6/28/2012	885637	36,491.55		
			LANDSCAPE MAINT-ZONE M	5,532.72
			LANDSCAPE MAINT-ZONE DSG-1	5,121.57
			CLEAN UP-FENCED FLOOD CHANNELS	860.00
			INSTALL PLANT MATERIAL-ZONE M	775.00
			LANDSCAPE MAINT-ZONE M	5,532.72
			LANDSCAPE MAINT-ZONE DSG-1	5,121.57
			LANDSCAPE MAINT-ZONE E-4	7,980.86
			LANDSCAPE MAINT-ZONE E-4A	375.98
			LANDSCAPE MAINT-ZONE E-4A	89.02
			CLEAN UP-PLANTER AREAS/CELEBR.	1,300.00
			CLEAN UP-PLANTER AREAS/V LOMAS	1,450.00
			CLEAN UP-PLANTER AREAS/SHD MTN	1,450.00
			IRRIGATION REPAIRS-ZONE E-4	902.11
	Vendor Total	**36,491.55**		
FYTD for TRUGREEN LANDCARE		**310,948.57**		
U.S. BANK/CALCARDS			Remit to: **ST. LOUIS** **MO**	
6/5/2012	1206021	299,882.82		
			CALCARD PMT CYCLE END 5/28/12	299,882.82
	Vendor Total	**299,882.82**		
FYTD for U.S. BANK/CALCARDS		**1,865,167.19**		
WASTE MANAGEMENT			Remit to: **CORONA** **CA**	
6/28/2012	213433	821,996.47		
			SOLID WASTE DELINQ. PASS THRU	935,468.84
			SOLID WASTE DELINQ. PASS THRU	-113,472.37
	Vendor Total	**821,996.47**		
FYTD for WASTE MANAGEMENT		**1,743,378.78**		
WELLS FARGO CORPORATE TRUST			Remit to: **LOS ANGELES** **CA**	
6/19/2012	120605	979,149.80		
			DEBT SVC-SPECIAL TAXES	979,149.80
	Vendor Total	**979,149.80**		
FYTD for WELLS FARGO CORPORATE TRUST		**8,630,874.86**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WRCRCA				Remit to: **RIVERSIDE** **CA**	
	6/18/2012	213190	87,872.04		
				MSHCP FEES REPORT-MAY 2012	87,872.04
	Vendor Total		**87,872.04**		
FYTD for WRCRCA			**767,561.34**		
	Subtotal		**20,800,064.45**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)

CHECKS LESS THAN $25,000

FORREST CORMANY			Remit to: **RIVERSIDE**	**CA**
6/11/2012	213028	200.00		
			BAGPIPER-5/30/12 MEMORIAL DAY	200.00
	Vendor Total	**200.00**		
FYTD for FORREST CORMANY		**200.00**		
JACK HENRY & ASSOCIATES, INC.			Remit to: **MONETT**	**MO**
6/25/2012	213193	386.15		
			MVU ACH-INTERNET SVC	386.15
	Vendor Total	**386.15**		
FYTD for JACK HENRY & ASSOCIATES, INC.		**386.15**		
A & I REPROGRAPHICS	**2406362**		Remit to: **ONTARIO**	**CA**
6/11/2012	213029	748.97		
			PLANS & SPECS-IRIS AVE PROJ	748.97
	Vendor Total	**748.97**		
FYTD for A & I REPROGRAPHICS	**2406362**	**12,011.82**		
A CONE ZONE, INC.			Remit to: **CORONA**	**CA**
6/28/2012	213437	12,087.19		
			ATTENUATOR	10,325.00
			QUICK RELEASE KIT	650.00
			IN-CAB CONTROLLER	150.00
			SHIPPING	100.00
			SALES TAX	862.19
	Vendor Total	**12,087.19**		
FYTD for A CONE ZONE, INC.		**12,087.19**		
ABILITY COUNTS, INC			Remit to: **CORONA**	**CA**
6/28/2012	213279	1,440.00		
			LANDSCAPE MAINT-AQDCT	1,440.00
	Vendor Total	**1,440.00**		
FYTD for ABILITY COUNTS, INC		**17,210.00**		
ABRASIVE BLASTING SERVICE			Remit to: **RIVERSIDE**	**CA**
6/25/2012	213195	8,330.00		
			SANDBLAST ST STRIPING-IRIS	8,330.00
	Vendor Total	**8,330.00**		
FYTD for ABRASIVE BLASTING SERVICE		**8,330.00**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ABSOLUTE SURVEILLANCE			Remit to: **CANYON LAKE** **CA**	
6/28/2012	885529	2,511.39		
			GPS TRACKING DEVICES	454.51
			MONTHLY SERVICE PLAN	958.80
			EXTENDED BATTERY KIT	531.90
			CALIF SALES TAX @ 7.75%	111.67
			GPS TRACKING DEVICE	454.51
	Vendor Total	**2,511.39**		
FYTD for ABSOLUTE SURVEILLANCE		**2,511.39**		
ACCESS SECURITY CONTROLS INT., INC.			Remit to: **TEMECULA** **CA**	
6/4/2012	212931	250.00		
			MONITOR BURGLAR ALARM-SUNNYMD	250.00
	Vendor Total	**250.00**		
FYTD for ACCESS SECURITY CONTROLS INT., INC.		**970.00**		
ACOSTA, ANTHONY			Remit to: **MORENO VALLEY** **CA**	
6/25/2012	213196	134.90		
			4TH OF JULY TEEN STAGE MATERLS	134.90
	Vendor Total	**134.90**		
FYTD for ACOSTA, ANTHONY		**134.90**		
ACTIVE NETWORK, INC., THE			Remit to: **LOS ANGELES** **CA**	
6/4/2012	885310	17,628.61		
			CLASS MAINT/SUPPORT 71269MR	3,750.00
			DEPARTMENT CONNECTOR 71269MR	2,500.00
			CRYSTAL REPORTS 70636MR	600.00
			PYMT SERVER EFT ONLY 70711MR	1,575.00
			DISCOUNT	-1,263.75
			CLASS MAINT/SUPPORT 70670MR	607.76
			FINANCE-LINK FINANCIAL 70680MR	531.78
			CRYSTAL REPORTS 70636MR	150.00
			MULTILIGUAL FRONT DESK 70708MR	75.00
			PAYMENT SERVER 70710MR	1,500.00
			POINT OF SALE 70712MR	1,050.00
			REGISTRATION INCLUDES 70719MR	4,200.00
			REGISTRATION INCLUDES 70721MR	2,625.00
			POINT OF SALE W/O POS 71577MR	1,575.00
			DISCOUNT	-1,847.18
	Vendor Total	**17,628.61**		
FYTD for ACTIVE NETWORK, INC., THE		**17,628.61**		

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ADAMS, DARNEE				Remit to: **MORENO VALLEY** **CA**	
	6/25/2012	213197	70.00		
				REFUND-CLASS REGIS FEE	70.00
	Vendor Total		**70.00**		
FYTD for ADAMS, DARNEE			**70.00**		
ADAMS, MARK L.				Remit to: **REDLANDS** **CA**	
	6/4/2012	885311	318.73		
				RETIREE MED JUN '12	318.73
	6/28/2012	885530	318.73		
				RETIREE MED JUL '12	318.73
	Vendor Total		**637.46**		
FYTD for ADAMS, MARK L.			**4,143.49**		
ADLERHORST INTERNATIONAL INC.				Remit to: **RIVERSIDE** **CA**	
	6/18/2012	885446	4,439.88		
				K-9 TRAINING/EQUIPMENT-POLICE	2,639.88
				K-9 TRAINING/EQUIPMENT-POLICE	750.00
				K-9 TRAINING/EQUIPMENT-POLICE	1,050.00
	Vendor Total		**4,439.88**		
FYTD for ADLERHORST INTERNATIONAL INC.			**9,882.67**		
ADVANCE REFRIGERATION & ICE SYSTEMS, INC				Remit to: **RIVERSIDE** **CA**	
	6/25/2012	885488	2,045.00		
				ICE MACHINE MAINT-CRC	195.00
				ICE MACHINE MAINT-EOC	195.00
				ICE MACHINE MAINT-SENIOR CNTR	195.00
				ICE MACHINE MAINT-TOWNGTE CNTR	195.00
				ICE MACHINE MAINT-STN 6	195.00
				ICE MACHINE MAINT-STN 65	114.00
				ICE MACHINE MAINT-STN 65	81.00
				ICE MACHINE MAINT-STN 58	195.00
				ICE MACHINE MAINT-CITY YARD	290.00
				ICE MACHINE MAINT-STN 91	195.00
				ICE MACHINE MAINT-STN 2	195.00
	6/28/2012	885531	200.00		
				ICE MACHINE MAINT-PSB	200.00
	Vendor Total		**2,245.00**		
FYTD for ADVANCE REFRIGERATION & ICE SYSTEMS, INC			**17,075.83**		

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ADVANCED ELECTRIC				Remit to: **RIVERSIDE** **CA**	
	6/4/2012	212932	3,076.60		
				REPAIRED DOME LIGHTS-CITY YARD	2,952.60
				ELECTRICAL REPAIRS-ANIMAL SVCS	124.00
	6/11/2012	213030	62.00		
				SVC CALL TO DEMO 1 PLE WIRING	62.00
	6/28/2012	213280	7,043.94		
				REPLACED LIGHTS/FIXTURES-PSB	3,472.00
				ELECTRICAL REPAIRS-PSB	217.74
				EMERGENCY REPAIRS-VETERANS MEM	1,135.94
				EMERGENCY REPAIRS-CRC	1,467.82
				EMERGENCY REPAIRS-CRC	380.44
				INSTALL ELECTRCL & MOUNT TV-CM	370.00
	Vendor Total		**10,182.54**		
FYTD for ADVANCED ELECTRIC			**66,920.75**		
ADVANTAGE GRAPHICS AND PROMOTIONS				Remit to: **CAPISTRANO BEACH** **CA**	
	6/25/2012	213198	2,487.08		
				PRINT-MV/MVP PARKING CITATIONS	2,487.08
	Vendor Total		**2,487.08**		
FYTD for ADVANTAGE GRAPHICS AND PROMOTIONS			**4,810.21**		
AEI-CASC ENGINEERING				Remit to: **COLTON** **CA**	
	6/28/2012	885532	2,084.16		
				PROFESSIONAL SVCS-F-WQMP	2,084.16
	Vendor Total		**2,084.16**		
FYTD for AEI-CASC ENGINEERING			**33,892.93**		
AFECO INC.				Remit to: **SAN DIEGO** **CA**	
	6/28/2012	885533	9,064.52		
				MSA 5200 HD2 THERMAL IMAGING	8,412.55
				CALIF SALE TAX @ 7.75%	651.97
	Vendor Total		**9,064.52**		
FYTD for AFECO INC.			**45,322.61**		
AIR CLEANING SYSTEMS INC.				Remit to: **POMONA** **CA**	
	6/4/2012	885312	438.36		
				PLYMOVENT MAINT/REPAIR	127.50
				PLYMOVENT PARTS	121.60
				PLYMOVENT PARTS	189.26
	Vendor Total		**438.36**		
FYTD for AIR CLEANING SYSTEMS INC.			**4,780.94**		

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ALL AMERICAN ASPHALT, INC.			Remit to: **CORONA** **CA**	
6/19/2012	1206071	4,356.06		
			RETENTN PMT PER ESCRW AGREEMNT	4,356.06
6/19/2012	1206072	1,473.94		
			RETENTN PMT PER ESCRW AGREEMNT	1,473.94
	Vendor Total	**5,830.00**		
FYTD for ALL AMERICAN ASPHALT, INC.		**7,883,021.10**		
ALL COURT COVERS			Remit to: **LONG BEACH** **CA**	
6/11/2012	213107	10,709.50		
			GYM FLOOR COVER	7,381.00
			RACK SYSTEM	1,899.00
			RACK COVER	200.00
			INSIDE DELIVERY	250.00
			LIFT GATE SERVICE	150.00
			SALES TAX	829.50
	Vendor Total	**10,709.50**		
FYTD for ALL COURT COVERS		**10,709.50**		
ALL STATE POLICE EQUIPMENT CO.			Remit to: **CLAREMONT** **CA**	
6/4/2012	212934	3,017.00		
			SUPERVISION STANDARD SV100	2,800.00
			SALES TAX	217.00
	Vendor Total	**3,017.00**		
FYTD for ALL STATE POLICE EQUIPMENT CO.		**3,017.00**		
ALLIANZ LIFE INSURANCE CO			Remit to: **PITTSBURGH** **PA**	
6/18/2012	213112	75.00		
			NON-EXEMPT ANNUITY	75.00
	Vendor Total	**75.00**		
FYTD for ALLIANZ LIFE INSURANCE CO		**900.00**		
ALPHACORP/SIRE TECHNOLOGIES			Remit to: **WEST VALLEY CITY** **UT**	
6/18/2012	885447	11,682.00		
			SIRE EDMS CLIENT LICENSES	2,250.00
			SIRE EDMS SOFTWARE MAINT	450.00
			SIRE CAPTURE STATION LICENSES	7,485.00
			SIRE CAPTURE SOFTWARE MAINT	1,497.00
	Vendor Total	**11,682.00**		
FYTD for ALPHACORP/SIRE TECHNOLOGIES		**43,826.00**		

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ALTERNATIVES TO DOMESTIC VIOLENCE			Remit to: **RIVERSIDE** **CA**	
6/18/2012	213113	1,816.14		
			DOMESTIC VIOLENCE SVCS	1,816.14
	Vendor Total	**1,816.14**		
FYTD for ALTERNATIVES TO DOMESTIC VIOLENCE		**9,317.21**		
AMERICAN FORENSIC NURSES			Remit to: **PALM SPRINGS** **CA**	
6/4/2012	885313	2,895.88		
			BLOOD DRAWS-POLICE	123.24
			BLOOD DRAWS-POLICE	2,772.64
6/18/2012	885448	1,519.96		
			BLOOD DRAWS-POLICE	1,519.96
6/25/2012	885490	41.08		
			BLOOD DRAWS-POLICE	41.08
6/28/2012	885534	1,519.96		
			BLOOD DRAWS-POLICE	1,519.96
	Vendor Total	**5,976.88**		
FYTD for AMERICAN FORENSIC NURSES		**50,711.60**		
AMERICAN TOWERS			Remit to: **CHARLOTTE** **NC**	
6/4/2012	212935	2,676.42		
			TOWER SPACE LEASE	2,676.42
6/11/2012	213032	2,676.42		
			TOWER SPACE LEASE	2,676.42
	Vendor Total	**5,352.84**		
FYTD for AMERICAN TOWERS		**34,484.64**		
AMTECH ELEVATOR SERVICES			Remit to: **ANAHEIM** **CA**	
6/11/2012	213033	221.92		
			ELEVATOR MAINT/REPAIRS-C HALL	121.92
			ELEVATOR MAINT/REPAIRS-EOC	100.00
6/28/2012	213281	221.92		
			ELEVATOR MAINT/REPAIR-C HALL	121.92
			ELEVATOR MAINT/REPAIR-EOC	100.00
	Vendor Total	**443.84**		
FYTD for AMTECH ELEVATOR SERVICES		**4,726.22**		
ANDRADE, ALFREDO			Remit to: **MORENO VALLEY** **CA**	
6/18/2012	213114	20.00		
			REFUND-RABIES DEPOSIT	20.00
	Vendor Total	**20.00**		
FYTD for ANDRADE, ALFREDO		**20.00**		

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ANIMAL EMERGENCY CLINIC, INC.			Remit to: **GRAND TERRACE**	**CA**
6/28/2012	885535	75.00		
			EMERGENCY/AFTER HR VET SVCS	75.00
	Vendor Total	**75.00**		
FYTD for ANIMAL EMERGENCY CLINIC, INC.		**2,070.00**		
ANIMAL PEST MANAGEMENT SERVICES, INC.			Remit to: **CHINO**	**CA**
6/28/2012	213282	1,525.50		
			PEST CONTROL-GOLF CNTR	162.00
			PEST CONTROL-CITY PARKS	600.00
			PEST CONTROL-CONTRACT PARKS	229.50
			PEST CONTROL-MARCH BALLFIELD	300.00
			PEST CONTROL-MARCH FIELD CNTR	90.00
			PEST CONTROL-CFD #1	144.00
	Vendor Total	**1,525.50**		
FYTD for ANIMAL PEST MANAGEMENT SERVICES, INC.		**19,513.00**		
ANSARI, AHMAD			Remit to: **CORONA**	**CA**
6/4/2012	212936	125.00		
			CERT RENEWAL-P.E. LICENSE	125.00
	Vendor Total	**125.00**		
FYTD for ANSARI, AHMAD		**743.47**		
APARTMENT HIGHLAND MEADOWS, LLLP			Remit to: **MORENO VALLEY**	**CA**
6/11/2012	213034	76.69		
			REFUND-DUP CITATION PYMNT	30.00
			REFUND-DUP CITATION PYMNT	8.06
			REFUND-DUP CITATION PYMNT	30.00
			REFUND-DUP CITATION PYMNT	8.63
	Vendor Total	**76.69**		
FYTD for APARTMENT HIGHLAND MEADOWS, LLLP		**76.69**		
APWA-AMERICAN PUBLIC WORKS ASSOCIATION			Remit to: **KANSAS CITY**	**MO**
6/25/2012	213199	2,760.00		
			MEMBERSHIP RENEWAL	1,035.00
			MEMBERSHIP RENEWAL	517.50
			MEMBERSHIP RENEWAL	1,207.50
	Vendor Total	**2,760.00**		
FYTD for APWA-AMERICAN PUBLIC WORKS ASSOCIATION		**5,690.00**		
ARC OF RIVERSIDE COUNTY, THE			Remit to: **RIVERSIDE**	**CA**
6/28/2012	213283	2,010.86		
			MORENO VALLEY RESOURCE CNTR	2,010.86
	Vendor Total	**2,010.86**		
FYTD for ARC OF RIVERSIDE COUNTY, THE		**6,865.12**		

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ARROWHEAD WATER				Remit to: **COLTON** **CA**	
	6/11/2012	885414	24.77		
				WATER PURIF RNTL-EOC	24.77
	6/25/2012	885491	746.19		
				WATER PURIFY UNIT-ANIMAL SVCS	53.86
				WATER PURIFY UNIT-SENIOR CNTR	34.77
				WATER PURIFY UNIT-SDA	26.93
				WATER PURIFY UNIT-TECH SVCS	26.93
				WATER PURIFY UNIT-FACILITIES	26.93
				WATER PURIFY UNIT-CRC	26.93
				WATER PURIFY UNIT-STN 6	24.77
				WATER PURIFY UNIT-STN 48	24.77
				WATER PURIFY UNIT-STN 2	24.77
				WATER PURIFY UNIT-STN 58	15.62
				WATER PURIFY UNIT-STN 91	24.77
				WATER PURIFY UNIT-STN 65	24.77
				WATER PURIFY UNIT-CITY HALL	145.40
				WATER PURIFY UNIT-CITY YARD	26.92
				WATER PURIFY UNIT-CITY YARD	26.93
				WATER PURIFY UNIT-LIBRARY	24.77
				WATER PURIFY UNIT-ANIMAL SVCS	53.86
				WATER PURIFY UNIT-TECH SVCS	26.93
				WATER PURIFY UNIT-FACILITIES	26.93
				WATER PURIFY UNIT-CRC	26.93
				WATER PURIFY UNIT-SENIOR CNTR	24.77
				WATER PURIFY UNIT-SDA	26.93
	Vendor Total		**770.96**		
FYTD for ARROWHEAD WATER			**6,501.91**		
ASSOCIATED REPRODUCTION SERVICES				Remit to: **WHITTIER** **CA**	
	6/28/2012	213284	306.77		
				LEGAL REPRODUCTION SVCS	306.77
	Vendor Total		**306.77**		
FYTD for ASSOCIATED REPRODUCTION SERVICES			**1,999.11**		
AT&T MOBILITY				Remit to: **CAROL STREAM** **IL**	
	6/4/2012	212937	91.50		
				CELL SVCS-POLICE CMND CNTR	91.50
	6/25/2012	213200	92.34		
				CELL SVCS-POLICE CMND CNTR	92.34
	Vendor Total		**183.84**		
FYTD for AT&T MOBILITY			**1,188.07**		

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AT&T/MCI				Remit to: **WEST SACRAMENTO** **CA**	
	6/4/2012	212938	183.34		
				COMMUNICATION SVCS	183.34
	Vendor Total		**183.34**		
FYTD for AT&T/MCI			**2,198.88**		
ATHALYE CONSULTING ENGINEERING SERVICES				Remit to: **ONTARIO** **CA**	
	6/25/2012	213201	16,847.30		
				HEACOCK ST BRIDGE IMPRVMNTS	16,847.30
	Vendor Total		**16,847.30**		
FYTD for ATHALYE CONSULTING ENGINEERING SERVICES			**21,452.23**		
AVERILL, CAMERON				Remit to: **NUEVO** **CA**	
	6/18/2012	213115	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for AVERILL, CAMERON			**95.00**		
AVI-CON INC.				Remit to: **RIVERSIDE** **CA**	
	6/28/2012	885536	2,541.84		
				RELEASE-BALANCE OF RETENTION	2,541.84
	Vendor Total		**2,541.84**		
FYTD for AVI-CON INC.			**2,541.84**		
AXIS APPAREL				Remit to: **MORENO VALLEY** **CA**	
	6/18/2012	885449	866.15		
				YOUTH SPORTS APPAREL	866.15
	Vendor Total		**866.15**		
FYTD for AXIS APPAREL			**11,953.06**		
AYALA, NANNERL A.				Remit to: **RIVERSIDE** **CA**	
	6/4/2012	212939	39.27		
				MILEAGE REIMBURSEMENT	39.27
	Vendor Total		**39.27**		
FYTD for AYALA, NANNERL A.			**809.54**		
AYARS, MARGARET E.				Remit to: **YUCAIPA** **CA**	
	6/28/2012	885537	1,593.65		
				RETIREE MED MAR-JUL'12, PD JUL	1,593.65
	Vendor Total		**1,593.65**		
FYTD for AYARS, MARGARET E.			**4,780.95**		

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BACHER, GRACE				Remit to: **HEMET** **CA**	
	6/4/2012	212940	318.73		
				RETIREE MED JUN '12	318.73
	6/28/2012	213285	318.73		
				RETIREE MED JUL '12	318.73
	Vendor Total		**637.46**		
FYTD for BACHER, GRACE			**4,143.49**		
BAGLEY, DENISE				Remit to: **HEMET** **CA**	
	6/25/2012	213202	13.00		
				ERC EXTERIOR WINDOW CLEANING	13.00
	Vendor Total		**13.00**		
FYTD for BAGLEY, DENISE			**100.00**		
BARNES, DARLENE				Remit to: **CHERRY VALLEY** **CA**	
	6/4/2012	885314	126.08		
				RETIREE MED MAY 12, PD JUN 12	126.08
	Vendor Total		**126.08**		
FYTD for BARNES, DARLENE			**1,348.78**		
BAUTISTA, JOSEPH C.				Remit to: **FONTANA** **CA**	
	6/4/2012	885315	318.73		
				RETIREE MED JUN '12	318.73
	6/28/2012	885538	318.73		
				RETIREE MED JUL '12	318.73
	Vendor Total		**637.46**		
FYTD for BAUTISTA, JOSEPH C.			**4,114.33**		
BECKNER, PATRICK				Remit to: **MURRIETA** **CA**	
	6/28/2012	213438	1,475.60		
				RETIREE MED DENT DEC-FEB, M/C	1,475.60
	Vendor Total		**1,475.60**		
FYTD for BECKNER, PATRICK			**3,009.92**		
BEDOYA, SONIA				Remit to: **MORENO VALLEY** **CA**	
	6/11/2012	213035	10.00		
				REFUND-TIME 4 TOTS GRAD GOWN	10.00
	Vendor Total		**10.00**		
FYTD for BEDOYA, SONIA			**10.00**		

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BELLAMY, DENISE				Remit to: **MORENO VALLEY**	**CA**
	6/11/2012	213036	650.00		
				REFUND-TOWNGATE CTR	100.00
				REFUND-TOWNGATE CTR	150.00
				REFUND-TOWNGATE CTR	100.00
				REFUND-TOWNGATE CTR	300.00
	Vendor Total		**650.00**		
FYTD for BELLAMY, DENISE			**650.00**		
BEMUS LANDSCAPE, INC.				Remit to: **SAN CLEMENTE**	**CA**
	6/11/2012	885415	15,028.33		
				TURF & DIRT REMOVAL @ CRC	1,944.00
				LANDSCAPE MAINT-CRC	280.00
				LANDSCAPE MAINT-S AQDCT "A"	662.00
				LANDSCAPE MAINT-SENIOR CNTR	236.00
				LANDSCAPE MAINT-N AQDCT	473.00
				LANDSCAPE MAINT-S AQDCT "A"	765.50
				LANDSCAPE MAINT-SCE/OLD LAKE	1,575.00
				LANDSCAPE MAINT-PATRIOT PARK	360.00
				LANDSCAPE MAINT-BAY/JFK AQDCT	1,710.00
				LANDSCAPE MAINT-BIKE AQDCT	360.00
				LANDSCAPE MAINT-PAN AM/AQDCT	540.00
				LANDSCAPE MAINT-FORMER STARS	260.00
				LANDSCAPE MAINT-MVU SUBSTN	567.00
				LANDSCAPE MAINT-MVU	432.00
				LANDSCAPE MAINT-TOWNGATE CNTR	180.00
				LANDSCAPE MAINT-TOWNGATE AQDCT	735.00
				LANDSCAPE MAINT-LIBRARY	468.00
				LANDSCAPE MAINT-CRC	1,710.00
				LANDSCAPE MAINT-PSB	1,077.83
				LANDSCAPE MAINT-ANIMAL SVCS	468.00
				LANDSCAPE MAINT-CITY YARD	225.00
	6/18/2012	885450	4,174.30		
				LANDSCAPE MAINT-VETERANS MMRL	225.00
				LANDSCAPE MAINT-FIRE STNS	2,835.00
				LANDSCAPE MAINT-CITY HALL	893.30
				LANDSCAPE MAINT-ANNEX	221.00
	Vendor Total		**19,202.63**		
FYTD for BEMUS LANDSCAPE, INC.			**389,345.57**		
BEST, BEST & KRIEGER, LLP				Remit to: **RIVERSIDE**	**CA**
	6/4/2012	885316	8,105.00		
				LEGAL SVCS	8,105.00
	6/28/2012	885541	217.50		
				LEGAL SVCS	60.00
				LEGAL SVCS	157.50
	Vendor Total		**8,322.50**		
FYTD for BEST, BEST & KRIEGER, LLP			**9,443.00**		

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BILL, MONICA				Remit to: **MORENO VALLEY** **CA**	
	6/28/2012	213286	232.50		
				REFUND-CLASS REGIS FEE	232.50
	Vendor Total		**232.50**		
FYTD for BILL, MONICA			**232.50**		
BIO-TOX LABORATORIES				Remit to: **RIVERSIDE** **CA**	
	6/4/2012	212941	6,423.78		
				TOXICOLOGY TESTS-POLICE	1,389.48
				TOXICOLOGY TESTS-POLICE	5,034.30
	Vendor Total		**6,423.78**		
FYTD for BIO-TOX LABORATORIES			**105,514.52**		
BLAIR, CHERYL				Remit to: **RIVERSIDE** **CA**	
	6/18/2012	213116	54.00		
				INSTRUCTOR SVCS-BELLY DANCE	54.00
	Vendor Total		**54.00**		
FYTD for BLAIR, CHERYL			**870.00**		
BRAUN BLAISING MCLAUGHLIN				Remit to: **SACRAMENTO** **CA**	
	6/25/2012	213203	22,411.89		
				LEGAL SVCS-ST LIGHT SETTLEMNT	16,169.89
				LEGAL SVCS-ST LIGHT SETTLEMNT	6,242.00
	6/28/2012	213287	2,867.33		
				LEGAL SVCS	2,867.33
	Vendor Total		**25,279.22**		
FYTD for BRAUN BLAISING MCLAUGHLIN			**182,332.67**		

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BRODART CO.				Remit to: **WILLIAMSPORT** **PA**	
	6/4/2012	885317	4,350.44		
				MISC BOOKS-LIBRARY	112.56
				MISC BOOKS-LIBRARY	22.40
				MISC BOOKS-LIBRARY	22.97
				MISC BOOKS-LIBRARY	60.78
				MISC BOOKS-LIBRARY	57.08
				MISC BOOKS-LIBRARY	40.40
				MISC BOOKS-LIBRARY	19.96
				MISC BOOKS-LIBRARY	27.31
				MISC BOOKS-LIBRARY	65.87
				MISC BOOKS-LIBRARY	35.84
				MISC BOOKS-LIBRARY	21.20
				MISC BOOKS-LIBRARY	256.18
				MISC BOOKS-LIBRARY	43.98
				MISC BOOKS-LIBRARY	24.20
				MISC BOOKS-LIBRARY	21.20
				MISC BOOKS-LIBRARY	16.27
				MISC BOOKS-LIBRARY	43.08
				MISC BOOKS-LIBRARY	518.34
				MISC BOOKS-LIBRARY	76.10
				MISC BOOKS-LIBRARY	47.06
				MISC BOOKS-LIBRARY	32.78
				MISC BOOKS-LIBRARY	62.00
				MISC BOOKS-LIBRARY	27.31
				MISC BOOKS-LIBRARY	95.55
				MISC BOOKS-LIBRARY	16.27
				MISC BOOKS-LIBRARY	39.21
				MISC BOOKS-LIBRARY	315.85
				MISC BOOKS-LIBRARY	39.81
				MISC BOOKS-LIBRARY	28.40
				MISC BOOKS-LIBRARY	20.61
				MISC BOOKS-LIBRARY	61.96
				MISC BOOKS-LIBRARY	245.07
				MISC BOOKS-LIBRARY	573.91
				MISC BOOKS-LIBRARY	18.92
				MISC BOOKS-LIBRARY	42.17
				MISC BOOKS-LIBRARY	757.79
				MISC BOOKS-LIBRARY	21.20
				MISC BOOKS-LIBRARY	65.79
				MISC BOOKS-LIBRARY	22.99
				MISC BOOKS-LIBRARY	154.93
				MISC BOOKS-LIBRARY	52.61
				MISC BOOKS-LIBRARY	21.78
				MISC BOOKS-LIBRARY	71.44
				MISC BOOKS-LIBRARY	29.31
	6/28/2012	885542	3,924.99		
				MISC BOOKS-LIBRARY	118.07
				MISC BOOKS-LIBRARY	106.66
				MISC BOOKS-LIBRARY	16.27
				MISC BOOKS-LIBRARY	21.81
				MISC BOOKS-LIBRARY	29.16
				MISC BOOKS-LIBRARY	111.90
				MISC BOOKS-LIBRARY	23.65

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			MISC BOOKS-LIBRARY	39.81
			MISC BOOKS-LIBRARY	171.21
			MISC BOOKS-LIBRARY	22.99
			MISC BOOKS-LIBRARY	48.90
			MISC BOOKS-LIBRARY	255.85
			MISC BOOKS-LIBRARY	22.97
			MISC BOOKS-LIBRARY	28.20
			MISC BOOKS-LIBRARY	22.38
			MISC BOOKS-LIBRARY	21.20
			MISC BOOKS-LIBRARY	16.92
			MISC BOOKS-LIBRARY	41.78
			MISC BOOKS-LIBRARY	107.77
			MISC BOOKS-LIBRARY	16.27
			MISC BOOKS-LIBRARY	50.79
			MISC BOOKS-LIBRARY	85.23
			MISC BOOKS-LIBRARY	265.51
			MISC BOOKS-LIBRARY	41.00
			MISC BOOKS-LIBRARY	24.53
			MISC BOOKS-LIBRARY	16.28
			MISC BOOKS-LIBRARY	63.16
			MISC BOOKS-LIBRARY	91.46
			MISC BOOKS-LIBRARY	24.53
			MISC BOOKS-LIBRARY	48.31
			MISC BOOKS-LIBRARY	144.61
			MISC BOOKS-LIBRARY	30.07
			MISC BOOKS-LIBRARY	29.15
			MISC BOOKS-LIBRARY	42.75
			MISC BOOKS-LIBRARY	21.81
			MISC BOOKS-LIBRARY	22.99
			MISC BOOKS-LIBRARY	21.20
			MISC BOOKS-LIBRARY	20.00
			MISC BOOKS-LIBRARY	21.81
			MISC BOOKS-LIBRARY	76.99
			MISC BOOKS-LIBRARY	12.93
			MISC BOOKS-LIBRARY	18.62
			MISC BOOKS-LIBRARY	32.78
			MISC BOOKS-LIBRARY	14.49
			MISC BOOKS-LIBRARY	6.20
			MISC BOOKS-LIBRARY	59.96
			MISC BOOKS-LIBRARY	26.27
			MISC BOOKS-LIBRARY	22.40
			MISC BOOKS-LIBRARY	397.12
			MISC BOOKS-LIBRARY	41.58
			MISC BOOKS-LIBRARY	40.98
			MISC BOOKS-LIBRARY	131.78
			MISC BOOKS-LIBRARY	29.16
			MISC BOOKS-LIBRARY	24.53
			MISC BOOKS-LIBRARY	23.00
			MISC BOOKS-LIBRARY	52.10
			MISC BOOKS-LIBRARY	32.78
			MISC BOOKS-LIBRARY	135.20
			MISC BOOKS-LIBRARY	16.28
			MISC BOOKS-LIBRARY	15.38
			MISC BOOKS-LIBRARY	332.38
			MISC BOOKS-LIBRARY	73.12

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
	Vendor Total	8,275.43		
FYTD for BRODART CO.		40,041.42		
BUCKINGHAM, STAN			Remit to: **TEMECULA**	**CA**
6/4/2012	212942	318.73		
			RETIREE MED JUN '12	318.73
6/28/2012	213288	318.73		
			RETIREE MED JUL '12	318.73
	Vendor Total	637.46		
FYTD for BUCKINGHAM, STAN		4,143.49		
C.A.P.E. ACCOUNTING			Remit to: **SALINAS**	**CA**
6/18/2012	213117	90.00		
			MEMBERSHIP FEES-FY12/13	45.00
			MEMBERSHIP FEES-FY12/13	45.00
	Vendor Total	90.00		
FYTD for C.A.P.E. ACCOUNTING		90.00		
CA CONSTRUCTION & EVOLUTION MECHANICAL			Remit to: **BUENA PARK**	**CA**
6/28/2012	213289	1,990.00		
			RET/STOP NOTICE PYMT-PSB PROJ	1,990.00
	Vendor Total	1,990.00		
FYTD for CA CONSTRUCTION & EVOLUTION MECHANICAL		1,990.00		
CAIN, GREGORY			Remit to: **TAMPA**	**FL**
6/4/2012	885318	318.73		
			RETIREE MED JUN '12	318.73
6/28/2012	885543	318.73		
			RETIREE MED JUL '12	318.73
	Vendor Total	637.46		
FYTD for CAIN, GREGORY		4,143.49		
CALDERON, BRENDA/JOSH			Remit to: **MORENO VALLEY**	**CA**
6/28/2012	213290	20.00		
			REFUND-RABIES DEPOSIT	20.00
	Vendor Total	20.00		
FYTD for CALDERON, BRENDA/JOSH		20.00		
CALDERON, ROSA			Remit to: **MORENO VALLEY**	**CA**
6/11/2012	213038	60.00		
			REFUND-CLASS REGIS FEE	60.00
	Vendor Total	60.00		
FYTD for CALDERON, ROSA		60.00		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CALIFORNIA MUNICIPAL STATISTICS, INC. V1			Remit to: **OAKLAND** **CA**	
6/25/2012	213204	0.00		
			SOLID WASTE DELINQ. PASS THRU	935,468.84
			VOIDED CHECK #213204 - 6/26/12	-113,472.37
			VOIDED CHECK #213204 - 6/26/12	-935,468.84
			SOLID WASTE DELINQ. PASS THRU	113,472.37
	Vendor Total	**0.00**		
FYTD for CALIFORNIA MUNICIPAL STATISTICS, INC. V1		**450.00**		
CALIFORNIA MUNICIPAL UTILITIES ASSOC.			Remit to: **SACRAMENTO** **CA**	
6/28/2012	213291	7,000.00		
			ENERGY EFFICIENCY TRGT STUDY	7,000.00
	Vendor Total	**7,000.00**		
FYTD for CALIFORNIA MUNICIPAL UTILITIES ASSOC.		**12,841.82**		
CALIFORNIA WATERSHED ENGINEERING CORP.			Remit to: **ANAHEIM** **CA**	
6/4/2012	885319	358.50		
			PLAN CHECK SVCS-WQMP	358.50
	Vendor Total	**358.50**		
FYTD for CALIFORNIA WATERSHED ENGINEERING CORP.		**37,525.00**		
CANNON, ANA M.			Remit to: **HASLET** **TX**	
6/4/2012	885320	318.73		
			RETIREE MED JUN '12	318.73
6/28/2012	885544	318.73		
			RETIREE MED JUL '12	318.73
	Vendor Total	**637.46**		
FYTD for CANNON, ANA M.		**4,143.49**		
CANON BUSINESS SOLUTIONS, INC.			Remit to: **BURLINGTON** **NJ**	
6/4/2012	885321	23,509.97		
			COPIER SVC	21,819.00
			SALES TAX	1,690.97
	Vendor Total	**23,509.97**		
FYTD for CANON BUSINESS SOLUTIONS, INC.		**84,261.38**		
CARDNO TEC, INC.			Remit to: **TUSCON** **AZ**	
6/25/2012	213205	377.50		
			REFUND-RENTAL DEPOSIT-CRC	377.50
	Vendor Total	**377.50**		
FYTD for CARDNO TEC, INC.		**377.50**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CARSON TRAILER, INC.				Remit to: **BEAUMONT** **CA**	
	6/4/2012	213027	2,821.45		
				TRAILER 6'X10' #160612	2,535.00
				DMV DOC FEE	45.00
				TIRE FEE	3.50
				PTI REGISTRATION 5-YR	38.00
				SALES TAX	199.95
	Vendor Total		**2,821.45**		
FYTD for CARSON TRAILER, INC.			**2,821.45**		
CARTER, ROSALYN				Remit to: **MORENO VALLEY** **CA**	
	6/28/2012	885545	637.46		
				RETIREE MED MAY-JUN 12, PD JUN	637.46
	Vendor Total		**637.46**		
FYTD for CARTER, ROSALYN			**4,143.49**		
CASA FOR RIVERSIDE COUNTY, INC.				Remit to: **INDIO** **CA**	
	6/18/2012	885451	1,003.76		
				COURT APPOINTED SPECIAL PRGRM	1,003.76
	Vendor Total		**1,003.76**		
FYTD for CASA FOR RIVERSIDE COUNTY, INC.			**15,120.88**		
CASON, CHARITY				Remit to: **MORENO VALLEY** **CA**	
	6/25/2012	213206	175.00		
				REFUND-RENTAL DEPOSIT-TOWNGATE	175.00
	Vendor Total		**175.00**		
FYTD for CASON, CHARITY			**175.00**		
CASTILLO, LUCERO				Remit to: **MORENO VALLEY** **CA**	
	6/28/2012	213292	8,461.34		
				FEDERAL RELOCATION ASSISTANCE	8,461.34
	Vendor Total		**8,461.34**		
FYTD for CASTILLO, LUCERO			**20,790.02**		
CASTILLO-PEREZ, ELIZABETH				Remit to: **MORENO VALLEY** **CA**	
	6/28/2012	213293	75.00		
				REFUND-CLASS REGIS FEE	75.00
	Vendor Total		**75.00**		
FYTD for CASTILLO-PEREZ, ELIZABETH			**75.00**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CAVENAUGH & ASSOCIATES				Remit to: **YREKA** **CA**	
	6/28/2012	885546	549.00		
				D.U.I. SEMINAR JUL16-20, 2012	549.00
	Vendor Total		**549.00**		
FYTD for CAVENAUGH & ASSOCIATES			**3,044.00**		
CEDILLO, VERONICA				Remit to: **NUEVO** **CA**	
	6/11/2012	213039	300.00		
				REFUND-DEPOSIT SENIOR CTR	100.00
				REFUND-DEPOSIT SENIOR CTR	200.00
	Vendor Total		**300.00**		
FYTD for CEDILLO, VERONICA			**300.00**		
CENTRAL FIRE EXTINGUISHER COMPANY				Remit to: **FONTANA** **CA**	
	6/4/2012	212943	51.00		
				REPAIR/RECHARGE EXTNGHR-STN 91	51.00
	Vendor Total		**51.00**		
FYTD for CENTRAL FIRE EXTINGUISHER COMPANY			**2,188.78**		
CHANCY, CHIZURU				Remit to: **MORENO VALLEY** **CA**	
	6/11/2012	213040	220.20		
				INSTRUCTOR SVCS-HAWAIIAN DANCE	45.00
				INSTRUCTOR SVCS-HAWAIIAN DANCE	105.00
				INSTRUCTOR SVCS-HAWAIIAN DANCE	70.20
	6/28/2012	213294	241.80		
				INSTRUCTOR SVCS-HAWAIIAN DANCE	75.00
				INSTRUCTOR SVCS-HAWAIIAN DANCE	120.00
				INSTRUCTOR SVCS-HAWAIIAN DANCE	46.80
	Vendor Total		**462.00**		
FYTD for CHANCY, CHIZURU			**2,244.60**		
CHANDLER ASSET MANAGEMENT, INC				Remit to: **SAN DIEGO** **CA**	
	6/18/2012	885452	8,649.00		
				FIXED INCOME INVESTMENT MGMT	8,649.00
	Vendor Total		**8,649.00**		
FYTD for CHANDLER ASSET MANAGEMENT, INC			**105,659.00**		
CHAPMAN, STEVE				Remit to: **REDLANDS** **CA**	
	6/4/2012	212944	318.73		
				RETIREE MED JUN '12	318.73
	6/28/2012	213295	318.73		
				RETIREE MED JUL '12	318.73
	Vendor Total		**637.46**		
FYTD for CHAPMAN, STEVE			**4,143.49**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHAPPELL, ISAAC				Remit to: **MORENO VALLEY** **CA**	
	6/4/2012	885323	318.73		
				RETIREE MED JUN '12	318.73
	6/28/2012	885547	318.73		
				RETIREE MED JUL '12	318.73
	Vendor Total		**637.46**		
FYTD for CHAPPELL, ISAAC			**4,143.49**		
CHASE, DONALD				Remit to: **MARCH ARB** **CA**	
	6/28/2012	213296	41.50		
				REFUND-GEN PLAN COPY & DVD	41.50
	Vendor Total		**41.50**		
FYTD for CHASE, DONALD			**41.50**		
CHIPMAN, CARYN				Remit to: **PERRIS** **CA**	
	6/18/2012	213118	75.00		
				REFUND-SPAY/NEUTER DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for CHIPMAN, CARYN			**75.00**		
CHRISTIAN, OWEN				Remit to: **MORENO VALLEY** **CA**	
	6/4/2012	885324	225.99		
				RETIREE MED JUN '12	225.99
	6/28/2012	885548	225.99		
				RETIREE MED JUL '12	225.99
	Vendor Total		**451.98**		
FYTD for CHRISTIAN, OWEN			**2,961.21**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CINTAS CORPORATION			Remit to: **ONTARIO**	**CA**
6/4/2012	885325	34.55		
			UNIFORM RNTL SVC-FACILITIES	27.10
			UNIFORM RNTL SVC-FACILITIES	7.45
6/11/2012	885416	279.34		
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PARK MAINT	50.20
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
			UNIFORM RNTL SVC-SIGN/STRIPING	16.19
			UNIFORM RNTL SVC-GRAFFITI RMVL	15.06
			UNIFORM RNTL SVC-TREE MAINT	15.06
			UNIFORM RNTL SVC-CFD #1	13.36
			UNIFORM RNTL SVC-ST SWEEPING	8.88
			UNIFORM RNTL SVC-DRAIN MAINT	5.42
			UNIFORM RNTL SVC-ST MAINT	91.14
			UNIFORM RNTL SVC-CONCRTE MAINT	15.46
			UNIFORM RNTL SVC-PARK MAINT	2.79
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-FACILITIES	17.28
6/18/2012	885453	75.30		
			UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
			UNIFORM RNTL SVC-SIGN/STRIPING	16.19
			UNIFORM RNTL SVC-FACILITIES	17.28
			UNIFORM RNTL SVC-SIGN/STRIPING	16.19
			UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
6/25/2012	885492	445.66		
			UNIFORM RNTL SVC-FACILITIES	17.28
			UNIFORM RNTL SVC-VEHICLE MAINT	40.48
			UNIFORM RNTL SVC-VEHICLE MAINT	40.48
			UNIFORM RNTL SVC-VEHICLE MAINT	40.48
			UNIFORM RNTL SVC-TREE MAINT	15.06
			UNIFORM RNTL SVC-TREE MAINT	15.06
			UNIFORM RNTL SVC-GRAFFITI RMVL	15.06
			UNIFORM RNTL SVC-GRAFFITI RMVL	15.06
			UNIFORM RNTL SVC-CONCRTE MAINT	15.46
			UNIFORM RNTL SVC-CONCRTE MAINT	15.46
			UNIFORM RNTL SVC-ST MAINT	95.64
			UNIFORM RNTL SVC-ST MAINT	91.54
			UNIFORM RNTL SVC-DRAIN MAINT	5.42
			UNIFORM RNTL SVC-DRAIN MAINT	5.42
			UNIFORM RNTL SVC-ST SWEEPING	8.88
			UNIFORM RNTL SVC-ST SWEEPING	8.88
6/28/2012	885549	727.29		
			UNIFORM RNTL SVC-PARK MAINT	2.79
			UNIFORM RNTL SVC-PARK MAINT	50.20
			UNIFORM RNTL SVC-CFD #1	13.36
			UNIFORM RNTL SVC-PARK MAINT	2.79
			UNIFORM RNTL SVC-PARK MAINT	50.20
			UNIFORM RNTL SVC-CFD #1	13.36
			UNIFORM RNTL SVC-PARK MAINT	2.79

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			UNIFORM RNTL SVC-PARK MAINT	50.20
			UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
			UNIFORM RNTL SVC-SIGN/STRIPING	16.19
			UNIFORM RNTL SVC-GRAFFITI RMVL	15.06
			UNIFORM RNTL SVC-VEHICLE MAINT	40.48
			UNIFORM RNTL SVC-TREE MAINT	15.06
			UNIFORM RNTL SVC-CFD #1	13.36
			UNIFORM RNTL SVC-ST SWEEPING	8.88
			UNIFORM RNTL SVC-DRAIN MAINT	5.42
			UNIFORM RNTL SVC-ST MAINT	91.54
			UNIFORM RNTL SVC-CONCRTE MAINT	15.46
			UNIFORM RNTL SVC-PARK MAINT	2.79
			UNIFORM RNTL SVC-PARK MAINT	50.20
			UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
			UNIFORM RNTL SVC-SIGN/STRIPING	16.19
			UNIFORM RNTL SVC-GRAFFITI RMVL	15.06
			UNIFORM RNTL SVC-VEHICLE MAINT	40.48
			UNIFORM RNTL SVC-TREE MAINT	15.06
			UNIFORM RNTL SVC-CFD #1	13.36
			UNIFORM RNTL SVC-ST SWEEPING	8.88
			UNIFORM RNTL SVC-DRAIN MAINT	5.42
			UNIFORM RNTL SVC-ST MAINT	91.54
			UNIFORM RNTL SVC-PARK MAINT	2.79
			UNIFORM RNTL SVC-CONCRTE MAINT	15.46
			UNIFORM RNTL SVC-FACILITIES	17.28
	Vendor Total	**1,562.14**		
FYTD for CINTAS CORPORATION		**16,289.49**		

CITY OF MORENO VALLEY VEBA TRUST — Remit to: **MORENO VALLEY CA**

6/4/2012	885326	2,030.00		
			EXEMPT VEBA	2,030.00
6/18/2012	885454	6,117.50		
			EXEMPT VEBA	6,117.50
6/28/2012	885550	4,543.98		
				2,020.00
				2,523.98
	Vendor Total	**12,691.48**		
FYTD for CITY OF MORENO VALLEY VEBA TRUST		**96,180.30**		

CMTA INVESTMENT POLICY CERTIFICATION PRG — Remit to: **SACRAMENTO CA**

6/11/2012	213041	175.00		
			INVESTMENT POLICY CERT. PRGM	175.00
	Vendor Total	**175.00**		
FYTD for CMTA INVESTMENT POLICY CERTIFICATION PRG		**175.00**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COLD STAR, INC.				Remit to: **CHINO** **CA**	
	6/28/2012	213297	479.48		
				4TH OF JULY SUPPLIES-ICE	479.48
	Vendor Total		**479.48**		
FYTD for COLD STAR, INC.			**479.48**		
COLLINS, COLLINS, MUIR & STEWART, LLP				Remit to: **SOUTH PASADENA** **CA**	
	6/28/2012	213298	5,675.73		
				LEGAL SVCS	743.90
				LEGAL SVCS	4,931.83
	Vendor Total		**5,675.73**		
FYTD for COLLINS, COLLINS, MUIR & STEWART, LLP			**6,881.61**		
COLONIAL SUPPLEMENTAL INSURANCE				Remit to: **COLUMBIA** **SC**	
	6/4/2012	212945	7,241.55		
				SUPPLEMENTAL INSURANCE	7,241.55
	6/25/2012	213207	7,197.05		
				SUPPLEMENTAL INSURANCE	7,197.05
	Vendor Total		**14,438.60**		
FYTD for COLONIAL SUPPLEMENTAL INSURANCE			**88,415.90**		
COMMERCIAL DOOR METAL SYSTEMS, INC.				Remit to: **CHINO** **CA**	
	6/4/2012	212946	1,523.00		
				REMOVE/INSTALL DOOR-ANIMAL SVC	1,523.00
	Vendor Total		**1,523.00**		
FYTD for COMMERCIAL DOOR METAL SYSTEMS, INC.			**1,523.00**		
COMMUNICATION SUPPLY CORP.				Remit to: **BUENA PARK** **CA**	
	6/18/2012	213119	17,370.24		
				MATERIALS-FIBER OPTIC PROJECT	15,651.70
				SALES TAX	1,213.01
				MATERIALS-FIBER OPTIC PROJECT	489.49
				MATERIALS-FIBER OPTIC PROJECT	16.04
	Vendor Total		**17,370.24**		
FYTD for COMMUNICATION SUPPLY CORP.			**54,759.29**		
COMMUNITY ASSISTANCE PROGRAM - CAP				Remit to: **MORENO VALLEY** **CA**	
	6/18/2012	885455	2,438.26		
				CAP FOOD DISTRIBUTION PRGRM	2,438.26
	Vendor Total		**2,438.26**		
FYTD for COMMUNITY ASSISTANCE PROGRAM - CAP			**36,450.47**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COMMUNITY CONNECT			Remit to: **RIVERSIDE** **CA**	
6/18/2012	213120	94.23		
			"211" CALL CENTER INFORMATION	94.23
	Vendor Total	**94.23**		
FYTD for COMMUNITY CONNECT		**4,899.26**		
COMMUNITY HEALTH CHARITIES			Remit to: **ANAHEIM** **CA**	
6/4/2012	212947	142.00		
			CHC CONTRIBUTIONS	142.00
6/18/2012	213121	142.00		
			CHC CONTRIBUTIONS	142.00
6/28/2012	213299	142.00		
			CHC CONTRIBUTIONS	142.00
	Vendor Total	**426.00**		
FYTD for COMMUNITY HEALTH CHARITIES		**5,776.34**		
COMPETITIVE ASPHALT COATINGS, INC.			Remit to: **RIVERSIDE** **CA**	
6/11/2012	213042	21,268.00		
			SLURRY SEAL & RE-STRIPE-C HALL	19,318.00
			ASPHALT WORK-C HALL PRKNG LOT	1,950.00
	Vendor Total	**21,268.00**		
FYTD for COMPETITIVE ASPHALT COATINGS, INC.		**21,268.00**		
COMPETITIVE STRIDE			Remit to: **RIVERSIDE** **CA**	
6/18/2012	213122	404.60		
			YOUTH/ADULT AWARDS	404.60
6/28/2012	213300	470.06		
			YOUTH AWARDS	450.00
			YOUTH AWARDS	20.06
	Vendor Total	**874.66**		
FYTD for COMPETITIVE STRIDE		**4,506.72**		
CONTINENTAL WESTERN TRANSPORTATION			Remit to: **SAN DIEGO** **CA**	
6/25/2012	213208	11,298.80		
			ASPHALTIC MATERIALS-MAINT/OPS	3,958.57
			ASPHALTIC MATERIALS-MAINT/OPS	378.11
			ASPHALTIC MATERIALS-MAINT/OPS	6,962.12
6/28/2012	213301	8,349.60		
			ASPHALTIC MATERIALS-MAIN/OP'S	8,349.60
	Vendor Total	**19,648.40**		
FYTD for CONTINENTAL WESTERN TRANSPORTATION		**32,442.08**		

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CONTROL TECHNOLOGIES			Remit to: **ANAHEIM** **CA**	
6/11/2012	213043	662.00		
			REPAIR DDC SYSTEM AT EOC	400.00
			REPAIR DDC SYSTEM AT EOC	262.00
	Vendor Total	**662.00**		
FYTD for CONTROL TECHNOLOGIES		**662.00**		
CORNERSTONE RECORDS MANAGEMENT, LLC			Remit to: **RIVERSIDE** **CA**	
6/11/2012	213108	1,281.37		
			OFF-SITE STORAGE	1,281.37
6/18/2012	885456	1,672.86		
			RECORDS OFFSITE STORAGE	1,672.86
	Vendor Total	**2,954.23**		
FYTD for CORNERSTONE RECORDS MANAGEMENT, LLC		**15,906.13**		
COSEY JR., JAMES			Remit to: **MORENO VALLEY** **CA**	
6/28/2012	213302	165.00		
			INSTRUCTOR SVCS/T-CAP-YOUTH	198.00
			50% WITHHOLDING FOR CSS ORDER	-99.00
			INSTRUCTOR SVCS/T-CAP-YOUTH	132.00
			50% WITHHOLDING FOR CSS ORDER	-66.00
	Vendor Total	**165.00**		
FYTD for COSEY JR., JAMES		**1,648.50**		
COSIO, VANESSA			Remit to: **MORENO VALLEY** **CA**	
6/4/2012	212948	75.00		
			REFUND-SPAY/NEUTER DEPOSIT	75.00
	Vendor Total	**75.00**		
FYTD for COSIO, VANESSA		**75.00**		
COSTCO			Remit to: **MORENO VALLEY** **CA**	
6/18/2012	213123	453.25		
			MISC SUPPLIES-"A CHILDS PLACE"	243.74
			MISC SUPPLIES-SKATE PARK	209.51
6/25/2012	213209	988.54		
			MISC SUPPLIES-"A CHILDS PLACE"	988.54
6/28/2012	213303	1,610.94		
			MISC SUPPLIES-"A CHILDS PLACE"	295.45
			MISC SUPPLIES-"A CHILDS PLACE"	970.11
			MISC SUPPLIES-SKATE PARK	345.38
	Vendor Total	**3,052.73**		
FYTD for COSTCO		**19,047.30**		

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COUNTY OF RIVERSIDE			Remit to: **RIVERSIDE** **CA**	
6/28/2012	213304	921.16		
			JANITORIAL SUPPLIES FOR PD	921.16
	Vendor Total	**921.16**		
FYTD for COUNTY OF RIVERSIDE		**23,273.97**		
COUNTY OF RIVERSIDE - RMAP			Remit to: **RIVERSIDE** **CA**	
6/18/2012	213124	49.37		
			RECORDATION SVCS	49.37
	Vendor Total	**49.37**		
FYTD for COUNTY OF RIVERSIDE - RMAP		**631.34**		
CREATIVE PROMOTIONAL IDEAS			Remit to: **UPLAND** **CA**	
6/28/2012	213306	21,562.38		
			TOTE BAG & ART WORK PROOF	18,015.00
			FREIGHT	2,152.38
			SALES TAX	1,395.00
	Vendor Total	**21,562.38**		
FYTD for CREATIVE PROMOTIONAL IDEAS		**21,562.38**		
CRIME SCENE STERI-CLEAN, LLC			Remit to: **RANCHO CUCAMONGA** **CA**	
6/4/2012	212949	750.00		
			BIO-HAZARD CLEAN-UP FOR PD	750.00
	Vendor Total	**750.00**		
FYTD for CRIME SCENE STERI-CLEAN, LLC		**2,640.00**		
CRUZ, MICHAEL			Remit to: **MORENO VALLEY** **CA**	
6/25/2012	213210	159.84		
			MILEAGE REIMB-CFED WEST CONF.	159.84
	Vendor Total	**159.84**		
FYTD for CRUZ, MICHAEL		**667.53**		
CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH			Remit to: **RIVERSIDE** **CA**	
6/11/2012	213045	871.00		
			ENVIRONMENTAL HEALTH PERMIT	871.00
	Vendor Total	**871.00**		
FYTD for CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH		**25,291.83**		
D & D SERVICES DBA D & D DISPOSAL, INC.			Remit to: **VALENCIA** **CA**	
6/28/2012	213307	745.00		
			DECEASED ANIMAL RMVL	745.00
	Vendor Total	**745.00**		
FYTD for D & D SERVICES DBA D & D DISPOSAL, INC.		**8,940.00**		

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DALE, KATHLEEN				Remit to: **MORENO VALLEY** **CA**	
	6/4/2012	885327	318.73		
				RETIREE MED JUN '12	318.73
	6/28/2012	885551	318.73		
				RETIREE MED JUL '12	318.73
	Vendor Total		**637.46**		
FYTD for DALE, KATHLEEN			**4,143.49**		
DALLAS, MELY C.				Remit to: **SUN CITY** **CA**	
	6/25/2012	213277	264.00		
				RETIREE MEDICAL REIMBURSEMENT	264.00
	6/28/2012	885552	288.00		
				RETIREE MED JUN 12, PD JUL 12	288.00
	Vendor Total		**552.00**		
FYTD for DALLAS, MELY C.			**552.00**		
DATA TICKET, INC.				Remit to: **NEWPORT BEACH** **CA**	
	6/4/2012	885328	2,234.65		
				CITATION PROCESSING-POLICE	2,234.65
	Vendor Total		**2,234.65**		
FYTD for DATA TICKET, INC.			**311,710.82**		
DATAQUICK CORPORATE HEADQUARTERS				Remit to: **SAN DIEGO** **CA**	
	6/25/2012	213211	130.50		
				SOFTWARE/ONLINE SUBSCRIPTION	130.50
	Vendor Total		**130.50**		
FYTD for DATAQUICK CORPORATE HEADQUARTERS			**1,566.00**		
DEBINAIRE COMPANY				Remit to: **CORONA** **CA**	
	6/28/2012	213308	140.00		
				BOILER MAINT-EOC	140.00
	Vendor Total		**140.00**		
FYTD for DEBINAIRE COMPANY			**3,372.04**		
DELEOS, EDGARDO				Remit to: **LA MIRADA** **CA**	
	6/25/2012	213212	422.48		
				REFUND-DISMSD ADMIN CITATION	422.48
	Vendor Total		**422.48**		
FYTD for DELEOS, EDGARDO			**422.48**		

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DELTA DENTAL				Remit to: **SAN FRANCISCO** **CA**	
	6/11/2012	885419	10,203.24		
				EMPLOYEE DENTAL INSURANCE	10,203.24
	Vendor Total		**10,203.24**		
FYTD for DELTA DENTAL			**125,330.02**		
DELTACARE USA				Remit to: **LOS ANGELES** **CA**	
	6/18/2012	213125	5,804.75		
				EMPLOYEE DENTAL INSURANCE	5,804.75
	Vendor Total		**5,804.75**		
FYTD for DELTACARE USA			**74,115.66**		
DENNEY, ANDREW				Remit to: **MORENO VALLEY** **CA**	
	6/25/2012	213213	100.00		
				TEEN BAND-TEEN STAGE JULY 4TH	100.00
	Vendor Total		**100.00**		
FYTD for DENNEY, ANDREW			**100.00**		
DENNIS GRUBB & ASSOCIATES, LLC				Remit to: **MIRA LOMA** **CA**	
	6/4/2012	885329	6,160.00		
				FIRE INSPECTION SVCS	6,160.00
	Vendor Total		**6,160.00**		
FYTD for DENNIS GRUBB & ASSOCIATES, LLC			**180,650.00**		
DEPARTMENT OF ENVIRONMENTAL HEALTH				Remit to: **HEMET** **CA**	
	6/13/2012	213111	274.00		
				HEALTH PERMIT FEE-JUL 4 EVENT	274.00
	Vendor Total		**274.00**		
FYTD for DEPARTMENT OF ENVIRONMENTAL HEALTH			**274.00**		
DHA CONSULTING				Remit to: **LONG BEACH** **CA**	
	6/11/2012	213046	1,680.00		
				CONSULTING SVC-AB26 COMPLIANCE	1,680.00
	Vendor Total		**1,680.00**		
FYTD for DHA CONSULTING			**4,320.00**		
DIGITAL TELECOMMUNICATIONS CORP.				Remit to: **VAN NUYS** **CA**	
	6/4/2012	885330	10,850.00		
				VOICEMAIL MAINT RENEWAL	10,850.00
	Vendor Total		**10,850.00**		
FYTD for DIGITAL TELECOMMUNICATIONS CORP.			**10,850.00**		

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DIVISION OF LABOR STANDARDS ENFORCMENT			Remit to: **LONG BEACH** **CA**	
6/11/2012	213047	9,018.52		
			SETTLEMENT OF ASSESSMENT	9,018.52
	Vendor Total	**9,018.52**		
FYTD for DIVISION OF LABOR STANDARDS ENFORCMENT		**9,018.52**		
DLS LANDSCAPE, INC			Remit to: **REDLANDS** **CA**	
6/28/2012	885555	11,475.00		
			LANDSCAPE MAINT-CFD #1	2,052.00
			LANDSCAPE MAINT-ZONE A	9,423.00
	Vendor Total	**11,475.00**		
FYTD for DLS LANDSCAPE, INC		**141,246.00**		
DMC DESIGN GROUP, INC			Remit to: **CORONA** **CA**	
6/28/2012	213309	8,280.75		
			CONSULTANT ADMIN SVCS-CAP PROJ	8,280.75
	Vendor Total	**8,280.75**		
FYTD for DMC DESIGN GROUP, INC		**307,550.99**		
DONNA, BELLA			Remit to: **OAK PARK** **CA**	
6/28/2012	213310	2,000.00		
			ENTERTAINMENT FOR 4TH OF JULY	2,000.00
	Vendor Total	**2,000.00**		
FYTD for DONNA, BELLA		**2,000.00**		
DORY, ALLEEN F.			Remit to: **HEMET** **CA**	
6/4/2012	212950	225.99		
			RETIREE MED JUN '12	225.99
6/28/2012	213311	225.99		
			RETIREE MED JUL '12	225.99
	Vendor Total	**451.98**		
FYTD for DORY, ALLEEN F.		**4,027.41**		
DTSC-DEPT OF TOXIC SUBSTANCES CONTROL			Remit to: **SACRAMENTO** **CA**	
6/25/2012	213214	7.50		
			2011 MANIFEST FEE	7.50
	Vendor Total	**7.50**		
FYTD for DTSC-DEPT OF TOXIC SUBSTANCES CONTROL		**7.50**		

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DURAN, BLANCA				Remit to: **MORENO VALLEY** **CA**	
	6/11/2012	213048	273.00		
				INSTRUCTOR SVCS-FOLK DANCE	273.00
	6/28/2012	213312	252.00		
				INSTRUCTOR SVCS-FOLK DANCE	252.00
	Vendor Total		**525.00**		
FYTD for DURAN, BLANCA			**2,856.00**		
DUVAL, ROBERTA				Remit to: **SUN CITY** **CA**	
	6/18/2012	213126	396.00		
				INSTRUCTOR SVCS-CPR	396.00
	6/25/2012	213215	360.00		
				INSTRUCTOR SVCS-CPR	360.00
	Vendor Total		**756.00**		
FYTD for DUVAL, ROBERTA			**3,741.00**		
E.R. BLOCK PLUMBING & HEATING, INC.				Remit to: **RIVERSIDE** **CA**	
	6/4/2012	885331	180.00		
				BACKFLOW DEVICE TESTS-ZONE E-2	60.00
				BACKFLOW DEVICE TESTS-ZONE E-3	40.00
				BACKFLOW DEVICE TEST-ZONE E-8	20.00
				BACKFLOW DEVICE TESTS-ZONE M	60.00
	6/11/2012	885420	140.00		
				BACKFLOW DEVICE TEST-CFD#1	40.00
				BACKFLOW DEVICE TEST-FS#6	20.00
				BACKFLOW DEVICE TESTS-ZONE M	80.00
	Vendor Total		**320.00**		
FYTD for E.R. BLOCK PLUMBING & HEATING, INC.			**41,020.76**		
EASTERN MUNICIPAL WATER DISTRICT				Remit to: **PERRIS** **CA**	
	6/11/2012	213049	1,773.19		
				WATER CHARGES	27.03
				WATER CHARGES	10.03
				WATER CHARGES	1,736.13
	6/11/2012	213053	2,982.75		
				CO# 68357-CROSS/VALVE RELOCAT.	2,982.75
	6/18/2012	213127	4,974.60		
				SEWER FEE DEPOSIT-CORP YRD PRJ	4,974.60
	Vendor Total		**9,730.54**		
FYTD for EASTERN MUNICIPAL WATER DISTRICT			**1,893,005.22**		

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EDGELANE MOBILE PARK			Remit to: **LOS ANGELES** **CA**	
6/25/2012	885494	40.54		
			REFUND-UUT FOR EXEMPT RESIDNTS	40.54
6/28/2012	885556	42.94		
			REFUND-UUT FOR EXEMPT RESIDNTS	42.94
	Vendor Total	**83.48**		
FYTD for EDGELANE MOBILE PARK		**523.51**		
EES CONSULTING, INC.			Remit to: **KIRKLAND** **WA**	
6/25/2012	213217	6,749.89		
			CONSULTING SVCS-MVU	6,749.89
	Vendor Total	**6,749.89**		
FYTD for EES CONSULTING, INC.		**50,626.33**		
EGGERSTEN, ANNE			Remit to: **RANCHO MIRAGE** **CA**	
6/4/2012	212952	320.43		
			RETIREE MED JUN '12	320.43
6/28/2012	213314	320.43		
			RETIREE MED JUL '12	320.43
	Vendor Total	**640.86**		
FYTD for EGGERSTEN, ANNE		**4,196.97**		
EMPIRE OFFICE MACHINES			Remit to: **SAN BERNARDINO** **CA**	
6/25/2012	213219	112.27		
			REPAIR SVCS-2 IBM TYPEWRITERS	112.27
	Vendor Total	**112.27**		
FYTD for EMPIRE OFFICE MACHINES		**264.27**		
ENCO UTILITY SERVICES MORENO VALLEY LLC			Remit to: **ANAHEIM** **CA**	
6/4/2012	885332	14,136.88		
			MVU WORK AUTHORIZATION 40-251B	182.58
			MVU WORK AUTHORIZATION 40-250B	347.08
			MVU WORK AUTHORIZATION 40-249B	1,668.04
			MVU WORK AUTHORIZATION 40-243B	121.72
			MVU WORK AUTHORIZATION 40-265	1,120.06
			MVU WORK AUTHORIZATION 40-242A	504.07
			MVU WORK AUTHORIZATION 40-247A	6,159.02
			MVU WORK AUTHORIZATION 40-266	466.75
			MVU WORK AUTHORIZATION 40-270A	632.90
			MVU WORK AUTHORIZATION 40-270B	50.61
			MVU WORK AUTHORIZATION 40-272	2,884.05
6/18/2012	885457	425.00		
			ELECTRIC METER CHARGES	425.00
	Vendor Total	**14,561.88**		
FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC		**2,630,109.02**		

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ENTENMANN-ROVIN COMPANY, INC.			Remit to: **LOS ANGELES** **CA**	
6/28/2012	213315	944.96		
			MVPD 153-1 TT DOME BADGES	154.53
			MVPD 153-1 TT POST/PEG BADGES	201.30
			MVPD 153-1 TT DOME BADGES	589.13
	Vendor Total	**944.96**		
FYTD for ENTENMANN-ROVIN COMPANY, INC.		**944.96**		
ENTERPRISE MEDIA			Remit to: **RIVERSIDE** **CA**	
6/28/2012	213316	7,650.48		
			FORECLOSURE PREVNTN ADS-MAY'12	5,816.23
			FORECLOSURE PREVNTN ADS-APR'12	1,609.25
			FORECLOSURE PREVNTN ADS-APR'12	225.00
	Vendor Total	**7,650.48**		
FYTD for ENTERPRISE MEDIA		**9,390.08**		
ENVIRONMENTAL & REGULATORY SPECIALST,INC			Remit to: **NEWPORT BEACH** **CA**	
6/28/2012	885557	2,175.00		
			STREAMBED ALTERATION AGREEMENT	2,175.00
	Vendor Total	**2,175.00**		
FYTD for ENVIRONMENTAL & REGULATORY SPECIALST,INC		**4,495.00**		
ERICSON, ROSE			Remit to: **RIVERSIDE** **CA**	
6/28/2012	213318	20.00		
			REFUND-RABIES DEPOSIT	20.00
	Vendor Total	**20.00**		
FYTD for ERICSON, ROSE		**20.00**		
EVANS ENGRAVING & AWARDS			Remit to: **MORENO VALLEY** **CA**	
6/4/2012	885333	30.17		
			PLAQUE-STAFF	28.00
			SALES TAX	2.17
6/11/2012	885421	497.81		
			NAMEPLATES & BADGES	32.33
			GOLDPLATED DOUBLE NAMEPLATES	432.00
			CALIF SALE TAX @ 7.75%	33.48
	Vendor Total	**527.98**		
FYTD for EVANS ENGRAVING & AWARDS		**4,443.19**		

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EWING IRRIGATION PRODUCTS, INC.			Remit to: **PHOENIX**	**AZ**
6/28/2012	213319	11,530.13		
			IRRIGATION PARTS/SUPPLY-PARKS	6.23
			IRRIGATION PARTS/SUPPLY-PARKS	632.01
			IRRIGATION PARTS/SUPPLY-CFD #1	1,638.25
			IRRIGATION PARTS/SUPPLY-CFD #1	9,000.00
			IRRIGATION PARTS/SUPPLY-PARKS	253.64
	Vendor Total	**11,530.13**		
FYTD for EWING IRRIGATION PRODUCTS, INC.		**22,449.82**		
EXCEL LANDSCAPE, INC			Remit to: **CORONA**	**CA**
6/4/2012	212953	2,777.17		
			LANDSCAPE MAINT-ZONE E-7	2,777.17
6/25/2012	213220	2,777.17		
			LANDSCAPE MAINT-ZONE E-7	2,777.17
6/28/2012	213320	5,396.99		
			LANDSCAPE MAINT-WQCB	648.66
			LANDSCAPE MAINT-WQCB	2,667.39
			LANDSCAPE MAINT-WQCB	2,080.94
	Vendor Total	**10,951.33**		
FYTD for EXCEL LANDSCAPE, INC		**101,654.93**		
EXECUTIVE HOUSING			Remit to: **MORENO VALLEY**	**CA**
6/11/2012	213055	30.00		
			REFUND-DUP CITATION PYMNT	30.00
	Vendor Total	**30.00**		
FYTD for EXECUTIVE HOUSING		**30.00**		
FAIR HOUSING COUNCIL OF RIV CO, INC.			Remit to: **RIVERSIDE**	**CA**
6/18/2012	885458	3,635.90		
			FAIR HOUSING DISCRIMNTN SVCS	2,371.54
			LANDLORD/TENANT MEDIATN SVCS	1,264.36
6/28/2012	885558	3,870.62		
			FAIR HOUSING DISCRIMNTN SVCS	2,519.78
			LANDLORD/TENANT MEDIATN SVCS	1,350.84
	Vendor Total	**7,506.52**		
FYTD for FAIR HOUSING COUNCIL OF RIV CO, INC.		**70,111.74**		
FARRAR, CINDY			Remit to: **MORENO VALLEY**	**CA**
6/18/2012	213129	50.00		
			REFUND-TRAP DEPOSIT	50.00
	Vendor Total	**50.00**		
FYTD for FARRAR, CINDY		**50.00**		

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FAST SIGNS				Remit to: **MORENO VALLEY** **CA**	
	6/18/2012	213130	211.19		
				BANNER -VOTER REGIS CAMPAIGN	211.19
	Vendor Total		**211.19**		
FYTD for FAST SIGNS			**372.82**		
FEENSTRA, JOHN				Remit to: **REDLANDS** **CA**	
	6/4/2012	885334	361.25		
				RETIREE MED JUN '12	361.25
	6/28/2012	885559	361.25		
				RETIREE MED JUL '12	361.25
	Vendor Total		**722.50**		
FYTD for FEENSTRA, JOHN			**4,696.25**		
FIRST AMERICAN CORE LOGIC, INC.				Remit to: **SANTA ANA** **CA**	
	6/28/2012	213322	664.00		
				REALQUEST ONLINE ACCESS-CODE	391.00
				REALQUEST ONLINE ACCESS-CEDD	103.00
				REALQUEST ONLINE ACCESS-N PRES	170.00
	Vendor Total		**664.00**		
FYTD for FIRST AMERICAN CORE LOGIC, INC.			**7,272.00**		
FIRST AMERICAN TITLE COMPANY				Remit to: **RIVERSIDE** **CA**	
	6/4/2012	212954	500.00		
				PRELIMINARY TITLE REPORT	500.00
	Vendor Total		**500.00**		
FYTD for FIRST AMERICAN TITLE COMPANY			**830.00**		
FIRST CHOICE SERVICES				Remit to: **ONTARIO** **CA**	
	6/18/2012	885459	662.14		
				COFFEE SVC-EMPLOYEE PAID	36.88
				COFFEE SVC-EMPLOYEE PAID	76.72
				COFFEE SVC-EMPLOYEE PAID	205.23
				COFFEE SVC-EMPLOYEE PAID	221.27
				COFFEE SVC-EMPLOYEE PAID	122.04
	6/28/2012	885560	85.33		
				COFFEE SVC-EMPLOYEE PAID	85.33
	Vendor Total		**747.47**		
FYTD for FIRST CHOICE SERVICES			**9,065.02**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FITNESS 19 CA 155 11C				Remit to: **MORENO VALLEY** **CA**	
	6/28/2012	213323	201.00		
				GYM MEMBERSHIP DEDUCTIONS	201.00
	Vendor Total		**201.00**		
FYTD for FITNESS 19 CA 155 11C			**2,681.00**		
FLOREZ, ROBERT				Remit to: **SUN CITY** **CA**	
	6/28/2012	213324	148.00		
				TUITION FEE REIMBURSEMENT	148.00
	Vendor Total		**148.00**		
FYTD for FLOREZ, ROBERT			**598.80**		
FORM PRINT COMPANY FPC GRAPHICS				Remit to: **RIVERSIDE** **CA**	
	6/18/2012	213132	2,368.53		
				PRINT SVCS-CSD ANNUAL NOTICE	473.70
				PRINT SVCS-CSD ANNUAL NOTICE	473.70
				PRINT SVCS-CSD ANNUAL NOTICE	473.71
				PRINT SVCS-CSD ANNUAL NOTICE	473.71
				PRINT SVCS-CSD ANNUAL NOTICE	473.71
	Vendor Total		**2,368.53**		
FYTD for FORM PRINT COMPANY FPC GRAPHICS			**6,690.50**		
FOSTER, NANCY A.				Remit to: **GRASS VALLEY** **CA**	
	6/4/2012	885335	318.73		
				RETIREE MED JUN '12	318.73
	6/28/2012	885561	318.73		
				RETIREE MED JUL '12	318.73
	Vendor Total		**637.46**		
FYTD for FOSTER, NANCY A.			**4,143.49**		
FRANCE PUBLICATIONS, INC				Remit to: **ATLANTA** **GA**	
	6/18/2012	213133	3,500.00		
				ADVERTISING SVCS	3,500.00
	Vendor Total		**3,500.00**		
FYTD for FRANCE PUBLICATIONS, INC			**3,500.00**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FRANCHISE TAX BOARD				Remit to: **SACRAMENTO** **CA**	
	6/4/2012	212955	428.12		
				GARNISHMENT	100.00
				GARNISHMENT	153.12
				GARNISHMENT	25.00
				GARNISHMENT	150.00
	6/18/2012	213134	175.00		
				GARNISHMENT	175.00
	6/28/2012	213325	175.00		
				GARNISHMENT	25.00
				GARNISHMENT	150.00
	Vendor Total		**778.12**		
FYTD for FRANCHISE TAX BOARD			**12,149.55**		
FRANKLIN, L. C.				Remit to: **PERRIS** **CA**	
	6/18/2012	213135	242.54		
				MILEAGE REIMBURSEMENT	242.54
	Vendor Total		**242.54**		
FYTD for FRANKLIN, L. C.			**2,137.48**		
FRAZEE INDUSTRIES, INC				Remit to: **MORENO VALLEY** **CA**	
	6/25/2012	213222	1,167.06		
				PAINT/SUPPLIES-GRAFFITI RMVL	1,077.07
				PAINT/SUPPLIES-GRAFFITI RMVL	3,935.38
				CREDIT-PAINT-GRAFFITI RMVL	-3,845.39
	6/28/2012	213326	3,017.34		
				PAINT/SUPPLIES-GRAFFITI RMVL	904.32
				TRAFFIC PAINT	597.37
				TRAFFIC PAINT	1,515.65
	Vendor Total		**4,184.40**		
FYTD for FRAZEE INDUSTRIES, INC			**48,290.29**		
FREDERICK, BARRY				Remit to: **TEMECULA** **CA**	
	6/28/2012	213327	250.00		
				JUDGING SVCS-2012 MV IDOL	50.00
				JUDGING SVCS-2012 MV IDOL	150.00
				JUDGING SVCS-2012 MV IDOL	50.00
	Vendor Total		**250.00**		
FYTD for FREDERICK, BARRY			**250.00**		
FRESH & EASY NEIGHBORHOOD MARKET				Remit to: **EL SEGUNDO** **CA**	
	6/28/2012	213328	2,426.11		
				ENERGY EFFICIENCY INCENTIVE	2,426.11
	Vendor Total		**2,426.11**		
FYTD for FRESH & EASY NEIGHBORHOOD MARKET			**2,426.11**		

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GAIL MATERIALS				Remit to: **CORONA** **CA**	
	6/11/2012	213056	2,034.10		
				DECOMPOSED GRANITE-CFD #1	2,034.10
	Vendor Total		**2,034.10**		
FYTD for GAIL MATERIALS			**2,034.10**		
GALLS INC., INLAND UNIFORM				Remit to: **RIVERSIDE** **CA**	
	6/4/2012	212956	926.65		
				DIGITAL CAMERAS-POLICE	860.00
				SALES TAX	66.65
	6/18/2012	213136	411.90		
				UNIFORMS-POP TEAM	102.50
				UNIFORMS-TRAFFIC POLICE	309.40
	6/25/2012	213223	299.52		
				UNIFORMS-TRAFFIC UNIT	299.52
	Vendor Total		**1,638.07**		
FYTD for GALLS INC., INLAND UNIFORM			**10,431.46**		
GASTELUM, DENISE				Remit to: **MORENO VALLEY** **CA**	
	6/18/2012	213137	200.00		
				REFUND-RENTAL DEPOSIT-TCC EVNT	200.00
	Vendor Total		**200.00**		
FYTD for GASTELUM, DENISE			**200.00**		

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GENERAL SECURITY SERVICES, INC.			Remit to: **WILMINGTON**	**CA**
6/4/2012	212957	276.12		
			SECURITY SVCS-TOWNGATE CNTR	107.38
			SECURITY SVCS-TOWNGATE CNTR	76.70
			SECURITY SVCS-TOWNGATE CNTR	92.04
6/11/2012	213057	490.88		
			SECURITY SVCS-TWNGATE RENTALS	122.72
			SECURITY SVCS-TWNGATE RENTALS	61.36
			SECURITY SVCS-SNR CTR RENTLS	214.76
			SECURITY SVCS-SNR CTR RENTLS	92.04
6/18/2012	213138	1,687.40		
			SECURITY SVCS-CRC SPCL EVENTS	322.14
			SECURITY SVCS-CRC SPCL EVENTS	138.06
			SECURITY SVCS-CRC	306.80
			SECURITY SVCS-CRC	306.80
			SECURITY SVCS-CRC	306.80
			SECURITY SVCS-CRC	306.80
6/25/2012	213224	705.64		
			SECURITY SVCS-MVU ANNEX	260.78
			SECURITY SVCS-SNR CTR RENTLS	214.76
			SECURITY SVCS-TWNGATE RENTALS	61.36
			SECURITY SVCS-TWNGATE RENTALS	107.38
			SECURITY SVCS-CRC RENTALS	61.36
6/28/2012	213329	782.34		
			SECURITY SVCS-CRC RENTALS	475.54
			SECURITY SVCS-CRC	306.80
	Vendor Total	**3,942.38**		
FYTD for GENERAL SECURITY SERVICES, INC.		**49,111.08**		
GHANTIWALA, PRAVIN			Remit to: **WALNUT**	**CA**
6/4/2012	885336	3,420.00		
			ENGINEERING/DESIGN SVCS-MVU	3,420.00
6/18/2012	885460	2,565.00		
			ELECTRICAL ENGINEER SVCS	2,565.00
6/25/2012	885496	2,565.00		
			ELECTRICAL ENGINEER SVCS-MVU	2,565.00
	Vendor Total	**8,550.00**		
FYTD for GHANTIWALA, PRAVIN		**47,880.00**		

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GIBBS, GIDEN, LOCHER, TURNER & SENET LLP			Remit to: **LOS ANGELES**	**CA**
6/4/2012	885337	1,179.75		
			LEGAL SVCS	347.12
			LEGAL SVCS	242.76
			LEGAL SVCS	347.12
			LEGAL SVCS	242.75
6/18/2012	885461	1,549.75		
			LEGAL SVCS	1,260.30
			LEGAL SVCS	42.00
			LEGAL SVCS	247.45
	Vendor Total	**2,729.50**		
FYTD for GIBBS, GIDEN, LOCHER, TURNER & SENET LLP		**269,528.32**		
GLADWELL GOVERNMENTAL SVCS, INC.			Remit to: **LAKE ARROWHEAD**	**CA**
6/4/2012	212958	740.00		
			LEGAL REVIEW-RECORDS RETNTN	500.00
			ANALYSIS & RECOMMENDATION-SIRE	240.00
	Vendor Total	**740.00**		
FYTD for GLADWELL GOVERNMENTAL SVCS, INC.		**740.00**		
GLOBAL SOFTWARE, INC			Remit to: **RALEIGH**	**NC**
6/11/2012	885422	13,020.00		
			SPREADSHEET SERVER	10,395.00
			EXECUTIVE DASH SOFTWARE MAINT	2,625.00
6/18/2012	885462	7,979.00		
			SERVER/SOFTWARE SUPPORT/MAINT	800.00
			SERVER/SOFTWARE SUPPORT/MAINT	1,600.00
			SERVER/SOFTWARE SUPPORT/MAINT	1,600.00
			SERVER/SOFTWARE SUPPORT/MAINT	800.00
			SERVER-USER LICENSE	2,440.00
			SERVER SUPPORT/MAINT	739.00
	Vendor Total	**20,999.00**		
FYTD for GLOBAL SOFTWARE, INC		**35,639.00**		
GONG ENTERPRISES, INC.			Remit to: **HUNTINGTON BEACH**	**CA**
6/28/2012	213330	1,080.00		
			CONSULTANT PLAN CHECK SVCS	1,080.00
	Vendor Total	**1,080.00**		
FYTD for GONG ENTERPRISES, INC.		**47,611.00**		

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GONZALES, DOMILENA R.				Remit to: **MORENO VALLEY** **CA**	
	6/4/2012	885338	318.73		
				RETIREE MED MAY 12, PD JUN 12	318.73
	6/28/2012	885562	318.73		
				RETIREE MED JUN 12, PD JUL 12	318.73
	Vendor Total		**637.46**		
FYTD for GONZALES, DOMILENA R.			**4,143.49**		
GONZALEZ, SAMUEL				Remit to: **MORENO VALLEY** **CA**	
	6/18/2012	213139	25.00		
				REFUND-ANIMAL LIC FEES	25.00
	Vendor Total		**25.00**		
FYTD for GONZALEZ, SAMUEL			**25.00**		
GORM INC.				Remit to: **ONTARIO** **CA**	
	6/28/2012	213331	540.03		
				JANITORIAL SUPPLIES-PARKS	540.03
	Vendor Total		**540.03**		
FYTD for GORM INC.			**6,033.29**		
GOZDECKI, DAN				Remit to: **MORENO VALLEY** **CA**	
	6/28/2012	885563	567.00		
				INSTRUCTOR SVCS-KUNG FU/ADULT	378.00
				INSTRUCTOR SVCS-KUNG FU/ADULT	189.00
	Vendor Total		**567.00**		
FYTD for GOZDECKI, DAN			**8,173.13**		
GRAVES, DARRYL				Remit to: **MORENO VALLEY** **CA**	
	6/4/2012	212959	95.00		
				REFUND-RABIES & SN DEPOSIT	20.00
				REFUND-RABIES & SN DEPOSIT	75.00
	Vendor Total		**95.00**		
FYTD for GRAVES, DARRYL			**95.00**		
GREENE, MATTHEW				Remit to: **MORENO VALLEY** **CA**	
	6/28/2012	213332	54.00		
				SPORTS OFFICIATING SVCS	54.00
				50% WITHHOLDING FOR CSS ORDER	-27.00
				SPORTS OFFICIATING SVCS	54.00
				50% WITHHOLDING FOR CSS ORDER	-27.00
	Vendor Total		**54.00**		
FYTD for GREENE, MATTHEW			**1,179.00**		

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GREENSTONE MATERIALS				Remit to: **PERRIS** **CA**	
	6/28/2012	213333	52.00		
				DISPOSAL OF CONCRETE & ASPHALT	52.00
	Vendor Total		**52.00**		
FYTD for GREENSTONE MATERIALS			**656.00**		
GRIFFIN, MARLENE C				Remit to: **GREEN VALLEY** **AZ**	
	6/4/2012	885339	318.73		
				RETIREE MED JUN '12	318.73
	6/28/2012	885564	318.73		
				RETIREE MED JUL '12	318.73
	Vendor Total		**637.46**		
FYTD for GRIFFIN, MARLENE C			**4,143.49**		
GRUBE, PATTY				Remit to: **MORENO VALLEY** **CA**	
	6/25/2012	213225	17.76		
				MILEAGE REIMBURSEMENT	17.76
	Vendor Total		**17.76**		
FYTD for GRUBE, PATTY			**127.44**		
GUILLAN, REBECCA S.				Remit to: **ADVANCE** **NC**	
	6/4/2012	885340	275.31		
				RETIREE MED JUN '12	275.31
	6/28/2012	885565	275.31		
				RETIREE MED JUL 12, PD JUL 12	275.31
	Vendor Total		**550.62**		
FYTD for GUILLAN, REBECCA S.			**3,834.41**		
GUILLEN, RUTH				Remit to: **MORENO VALLEY** **CA**	
	6/4/2012	885341	61.75		
				RETIREE MED MAY 12, PD JUN 12	61.75
	Vendor Total		**61.75**		
FYTD for GUILLEN, RUTH			**731.15**		
GUTIERREZ, ROBERT				Remit to: **LA VERNE** **CA**	
	6/4/2012	885342	318.73		
				RETIREE MED JUN '12	318.73
	6/28/2012	885566	318.73		
				RETIREE MED JUL '12	318.73
	Vendor Total		**637.46**		
FYTD for GUTIERREZ, ROBERT			**4,143.49**		

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GUZMAN, DAVID				Remit to: **MORENO VALLEY** **CA**	
	6/11/2012	213058	31.00		
				REFUND-RETURNED CHECK FEE	31.00
	Vendor Total		**31.00**		
FYTD for GUZMAN, DAVID			**31.00**		
GUZMAN'S CART SERVICE				Remit to: **RIVERSIDE** **CA**	
	6/18/2012	885463	4,049.00		
				SHOPPING CART RETRIVAL SVC	4,049.00
	Vendor Total		**4,049.00**		
FYTD for GUZMAN'S CART SERVICE			**48,588.00**		
HAAS, MINA				Remit to: **MORENO VALLEY** **CA**	
	6/28/2012	213334	108.00		
				INSTRUCTOR SVCS-BODY SCULPTING	108.00
	Vendor Total		**108.00**		
FYTD for HAAS, MINA			**2,914.20**		
HAMBURG, IRENE				Remit to: **OTIS** **OR**	
	6/4/2012	885343	637.46		
				RETIREE MED MAR-APR 12, PD JUN	637.46
	Vendor Total		**637.46**		
FYTD for HAMBURG, IRENE			**3,797.22**		
HAMLIN, WILLIAM R.				Remit to: **BEAUMONT** **CA**	
	6/4/2012	885344	318.73		
				RETIREE MED JUN '12	318.73
	6/28/2012	885567	318.73		
				RETIREE MED JUL '12	318.73
	Vendor Total		**637.46**		
FYTD for HAMLIN, WILLIAM R.			**4,143.49**		
HANES, MARTIN D.				Remit to: **MORENO VALLEY** **CA**	
	6/4/2012	885345	318.73		
				RETIREE MED JUN '12	318.73
	6/28/2012	885568	318.73		
				RETIREE MED JUL '12	318.73
	Vendor Total		**637.46**		
FYTD for HANES, MARTIN D.			**4,143.49**		

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HARDING, JOHN S.				Remit to: **BANNING** **CA**	
	6/4/2012	212960	318.73		
				RETIREE MED JUN '12	318.73
	6/28/2012	213335	318.73		
				RETIREE MED JUL '12	318.73
	Vendor Total		**637.46**		
FYTD for HARDING, JOHN S.			**4,143.49**		
HARRIS & ASSOCIATES, INC.				Remit to: **IRVINE** **CA**	
	6/28/2012	885569	5,200.00		
				CONSULTANT PLAN CHECK SVCS	2,577.15
				6TH PLAN CK FOR GRADING PLANS	2,622.85
	Vendor Total		**5,200.00**		
FYTD for HARRIS & ASSOCIATES, INC.			**28,210.45**		
HARTMANN, RICK				Remit to: **SAN DIMAS** **CA**	
	6/4/2012	212961	318.73		
				RETIREE MED JUN '12	318.73
	6/11/2012	885423	232.38		
				DEVELOPMENT IMPACT FEE PRGRM	232.38
	6/18/2012	885464	977.50		
				DEVELOPMENT IMPACT FEE PRGRM	977.50
	6/28/2012	213336	318.73		
				RETIREE MED JUL '12	318.73
	Vendor Total		**1,847.34**		
FYTD for HARTMANN, RICK			**37,466.64**		
HATFIELD, CHARLES				Remit to: **LAS VEGAS** **NV**	
	6/4/2012	885346	318.73		
				RETIREE MED JUN '12	318.73
	6/28/2012	885570	318.73		
				RETIREE MED JUL '12	318.73
	Vendor Total		**637.46**		
FYTD for HATFIELD, CHARLES			**4,462.22**		
HDL COREN & CONE				Remit to: **DIAMOND BAR** **CA**	
	6/18/2012	213140	4,387.50		
				CONTRACT SVCS-PROPERTY TAX	4,387.50
	Vendor Total		**4,387.50**		
FYTD for HDL COREN & CONE			**17,550.00**		

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HDR ENGINEERING, INC.			Remit to: **IRVINE** **CA**	
6/28/2012	213337	1,645.50		
			CACTUS AVE/NASON ST IMPRV PROJ	1,645.50
	Vendor Total	**1,645.50**		
FYTD for HDR ENGINEERING, INC.		**1,645.50**		
HEADLEY, LADONNA			Remit to: **BEAUMONT** **CA**	
6/4/2012	212962	75.00		
			REFUND-SPAY/NEUTER DEPOSIT	75.00
	Vendor Total	**75.00**		
FYTD for HEADLEY, LADONNA		**75.00**		
HEFFLEY, ROSS W.			Remit to: **HEMET** **CA**	
6/4/2012	885347	318.73		
			RETIREE MED JUN '12	318.73
6/28/2012	885571	318.73		
			RETIREE MED JUL '12	318.73
	Vendor Total	**637.46**		
FYTD for HEFFLEY, ROSS W.		**4,143.49**		
HENRY, AMY			Remit to: **RIVERSIDE** **CA**	
6/28/2012	213338	75.00		
			REFUND-SPAY DEPOSIT	75.00
	Vendor Total	**75.00**		
FYTD for HENRY, AMY		**75.00**		
HERNANDEZ, CARLA			Remit to: **MORENO VALLEY** **CA**	
6/28/2012	213339	76.00		
			REFUND-CLASS REGIS FEE	76.00
	Vendor Total	**76.00**		
FYTD for HERNANDEZ, CARLA		**76.00**		
HERNANDEZ, YOJAYRA			Remit to: **MORENO VALLEY** **CA**	
6/11/2012	213059	99.20		
			REFUND-EXPLORER & KIDS CAMP	99.20
	Vendor Total	**99.20**		
FYTD for HERNANDEZ, YOJAYRA		**99.20**		
HERRERA, ALFREDO			Remit to: **PERRIS** **CA**	
6/25/2012	213226	100.00		
			TEEN BAND-TEEN STAGE-JULY 4	100.00
	Vendor Total	**100.00**		
FYTD for HERRERA, ALFREDO		**100.00**		

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HERRERA, CHARLINE				Remit to: **MORENO VALLEY** **CA**	
	6/18/2012	213141	75.00		
				REFUND-VARIOUS A/C FEES	30.00
				REFUND-VARIOUS A/C FEES	5.00
				REFUND-VARIOUS A/C FEES	20.00
				REFUND-VARIOUS A/C FEES	15.00
				REFUND-VARIOUS A/C FEES	5.00
	Vendor Total		**75.00**		
FYTD for HERRERA, CHARLINE			**75.00**		
HERRICK, ROBERT D.				Remit to: **MORENO VALLEY** **CA**	
	6/4/2012	212963	318.73		
				RETIREE MED JUN '12	318.73
	6/28/2012	213340	318.73		
				RETIREE MED JUL '12	318.73
	Vendor Total		**637.46**		
FYTD for HERRICK, ROBERT D.			**4,143.49**		
HIGHLAND MEDICAL EQUIPMENT				Remit to: **FALLBROOK** **CA**	
	6/28/2012	213341	306.00		
				SERVICE CALL-A/S VET CLINIC	306.00
	Vendor Total		**306.00**		
FYTD for HIGHLAND MEDICAL EQUIPMENT			**306.00**		
HLP, INC.				Remit to: **LITTLETON** **CO**	
	6/25/2012	885498	85.40		
				WEB-LICENSE SOFTWARE SUPRT	85.40
	Vendor Total		**85.40**		
FYTD for HLP, INC.			**31,510.20**		

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HONDA YAMAHA OF REDLANDS			Remit to: **REDLANDS**	**CA**
6/4/2012	885348	147.37		
			MOTORCYCLE MAINT/REPAIR-POLICE	105.00
			MOTORCYCLE PARTS	42.37
6/11/2012	885425	160.30		
			MOTORCYCLE MAINT/REPAIR-POLICE	105.00
			MOTORCYCLE PARTS	55.30
6/18/2012	885465	1,700.28		
			MOTORCYCLE MAINT/REPAIR-POLICE	217.00
			MOTORCYCLE PARTS	71.70
			MOTORCYCLE MAINT/REPAIR-POLICE	105.00
			MOTORCYCLE PARTS	85.20
			MOTORCYCLE MAINT/REPAIR-POLICE	280.00
			MOTORCYCLE PARTS	317.62
			MOTORCYCLE MAINT/REPAIR-POLICE	132.00
			MOTORCYCLE PARTS	224.96
			MOTORCYCLE MAINT/REPAIR-POLICE	84.00
			MOTORCYCLE PARTS	182.80
6/25/2012	885499	327.17		
			MOTORCYCLE MAINT/REPAIR-POLICE	140.00
			MOTORCYCLE PARTS	33.82
			MOTORCYCLE MAINT/REPAIR-POLICE	105.00
			MOTORCYCLE PARTS	48.35
6/28/2012	885572	1,144.99		
			MOTORCYCLE MAINT/REPAIR-POLICE	511.75
			MOTORCYCLE PARTS	633.24
	Vendor Total	**3,480.11**		
FYTD for HONDA YAMAHA OF REDLANDS		**42,331.74**		
HOUSER, EDITH E.			Remit to: **MORENO VALLEY**	**CA**
6/4/2012	212964	318.73		
			RETIREE MED JUN '12	318.73
6/28/2012	213342	318.73		
			RETIREE MED JUL '12	318.73
	Vendor Total	**637.46**		
FYTD for HOUSER, EDITH E.		**4,143.49**		
HOUSER, TIESHIA			Remit to: **MORENO VALLEY**	**CA**
6/4/2012	212965	45.00		
			REFUND-VARIOUS A/C FEES	19.00
			REFUND-VARIOUS A/C FEES	16.00
			REFUND-VARIOUS A/C FEES	10.00
	Vendor Total	**45.00**		
FYTD for HOUSER, TIESHIA		**45.00**		

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HUNTER, CHRISTINE				Remit to: **MORENO VALLEY** **CA**	
	6/28/2012	213343	40.25		
				REFUND-CLASS REGIS FEE	40.25
	Vendor Total		**40.25**		
FYTD for HUNTER, CHRISTINE			**40.25**		
ICMA RETIREMENT CORP 457				Remit to: **BALTIMORE** **MD**	
	6/15/2012	3096	8,575.01		
				DEF COMP 457 6/15/12	8,575.01
	Vendor Total		**8,575.01**		
FYTD for ICMA RETIREMENT CORP 457			**262,855.84**		
ICR DOORS				Remit to: **SAN BERNARDINO** **CA**	
	6/18/2012	885466	2,050.32		
				AUTOMATIC GATE MAINT-PSB	288.75
				AUTOMATIC GATE REPAIRS-PSB	351.25
				AUTOMATIC GATE MAINT-STN 6	154.00
				AUTOMATIC GATE MAINT-STN 6	128.82
				AUTOMATIC GATE REPAIRS-PSB	195.00
				AUTOMATIC GATE REPAIRS-PSB	382.50
				AUTOMATIC GATE REPAIRS-PSB	288.75
				AUTOMATIC GATE MAINT-FS# 6	261.25
	6/25/2012	885500	570.00		
				AUTOMATIC GATE MAINT-PSB	30.50
				AUTOMATIC GATE MAINT-PSB	129.50
				AUTOMATIC GATE MAINT-STN 48	90.00
				AUTOMATIC GATE MAINT-ANIML SVC	80.00
				AUTOMATIC GATE MAINT-STN 2	150.00
				AUTOMATIC GATE MAINT-STN 65	90.00
	6/28/2012	885573	770.00		
				AUTOMATIC GATE MAINT-FS# 6	150.00
				ROLL-UP DOOR MAINT-FACILITIES	33.00
				ROLL-UP DOOR MAINT-TECH SVCS	34.00
				ROLL-UP DOOR MAINT-SDA	33.00
				DOOR REPAIRS (6 UNITS)-FS#91	150.00
				EMERGENCY DOOR REPAIRS-FS#58	245.00
				EMERGENCY DOOR REPAIRS-FS#58	125.00
	Vendor Total		**3,390.32**		
FYTD for ICR DOORS			**7,406.92**		
IL SORRENTO MOBILE PARK				Remit to: **MORENO VALLEY** **CA**	
	6/11/2012	213060	101.55		
				REFUND-UUT FOR EXEMPT RESIDNTS	101.55
	Vendor Total		**101.55**		
FYTD for IL SORRENTO MOBILE PARK			**1,064.06**		

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IMAGE DISTRIBUTION SERVICES			Remit to: **IRVINE** **CA**	
6/25/2012	213227	2,512.73		
			PRINT-CITATION BOOKS-POLICE	2,332.00
			SALES TAX	180.73
	Vendor Total	**2,512.73**		
FYTD for IMAGE DISTRIBUTION SERVICES		**2,512.73**		
ING USA ANNUITY & LIFE INSURANCE CO.			Remit to: **DES MOINES** **IA**	
6/18/2012	213142	400.00		
			NON-EXEMPT ANNUITY	400.00
	Vendor Total	**400.00**		
FYTD for ING USA ANNUITY & LIFE INSURANCE CO.		**5,025.00**		
INLAND CONTRACTORS, INC.			Remit to: **RIVERSIDE** **CA**	
6/11/2012	885426	10,654.69		
			NUISANCE ABATEMENT SVCS	10,654.69
	Vendor Total	**10,654.69**		
FYTD for INLAND CONTRACTORS, INC.		**55,159.79**		
INLAND EMPIRE ECONOMIC PARTNERSHIP INC.			Remit to: **SAN BERNARDINO** **CA**	
6/18/2012	213143	7,500.00		
			ANNUAL MEMBERSHIP	7,500.00
	Vendor Total	**7,500.00**		
FYTD for INLAND EMPIRE ECONOMIC PARTNERSHIP INC.		**7,500.00**		
INLAND EMPIRE PROPERTY SERVICE, INC			Remit to: **MORENO VALLEY** **CA**	
6/11/2012	885427	573.32		
			TIRE HAUL AWAY EVENT	573.32
6/18/2012	885467	960.00		
			NUISANCE ABATEMENT SVC-CODE	650.00
			NUISANCE ABATEMENT SVC-CODE	310.00
6/28/2012	885574	4,292.00		
			WEED ABATEMENT SVCS-CITY PARKS	1,088.00
			WEED ABATEMENT SVCS-CITY PARKS	2,678.00
			WEED ABATEMENT SVCS-CITY PARKS	526.00
	Vendor Total	**5,825.32**		
FYTD for INLAND EMPIRE PROPERTY SERVICE, INC		**64,529.78**		

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INLAND PETROLEUM EQUIPMENT & REPAIR, INC			Remit to: **BLOOMINGTON**	**CA**
6/4/2012	885349	1,626.22		
			FUEL CARB TESTS/REPAIRS	500.00
			FUEL CARB TESTS/REPAIRS	108.95
			FUEL CARB TESTS/REPAIRS	500.00
			FUEL CARB TESTS/REPAIRS	517.27
	Vendor Total	**1,626.22**		
FYTD for INLAND PETROLEUM EQUIPMENT & REPAIR, INC		**4,472.57**		
INSIDE PLANTS, INC.			Remit to: **CORONA**	**CA**
6/18/2012	885468	320.00		
			INDOOR PLANT MAINT-CRC	320.00
	Vendor Total	**320.00**		
FYTD for INSIDE PLANTS, INC.		**3,840.00**		
INTERIOR EXPERTS GENERAL BUILDERS, INC			Remit to: **CHINO**	**CA**
6/11/2012	213061	51.11		
			REFUND-BUS LIC OVERPAYMENT	51.11
	Vendor Total	**51.11**		
FYTD for INTERIOR EXPERTS GENERAL BUILDERS, INC		**51.11**		
INTERPRETERS UNLIMITED			Remit to: **SAN DIEGO**	**CA**
6/4/2012	212967	74.00		
			SPANISH INTERPRETER	74.00
	Vendor Total	**74.00**		
FYTD for INTERPRETERS UNLIMITED		**74.00**		
ISLAS, MARITZA			Remit to: **MORENO VALLEY**	**CA**
6/28/2012	213344	825.00		
			REFUND-RENTAL DEPOSIT-CRC	75.00
			REFUND-RENTAL DEPOSIT-CRC	750.00
	Vendor Total	**825.00**		
FYTD for ISLAS, MARITZA		**825.00**		
ITERIS, INC.			Remit to: **SANTA ANA**	**CA**
6/18/2012	885469	5,276.50		
			ENGINEERING SVCS-EVP RETROFIT	5,276.50
	Vendor Total	**5,276.50**		
FYTD for ITERIS, INC.		**14,990.00**		

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J D H CONTRACTING				Remit to: **RIVERSIDE** **CA**	
	6/4/2012	885350	3,855.00		
				FABRICATE HOLE IN WALL-LIBRARY	2,272.00
				AIR SYSTEM DUCT WORK-PC ROOM	1,583.00
	6/25/2012	885501	279.00		
				REPAIR LOOSE/MISSING LAMINATE	279.00
	6/28/2012	885575	16,073.00		
				CONSTRUCTN REPAIRS-GATEWY PRK	6,000.00
				CONSTRUCTN REPAIRS-GATEWY PRK	2,105.00
				CONSTRUCTN REPAIRS-JFK PRK	7,968.00
	Vendor Total		**20,207.00**		
FYTD for J D H CONTRACTING			**75,057.50**		
JANNEY & JANNEY ATTORNEY SVCS, INC.				Remit to: **RIVERSIDE** **CA**	
	6/18/2012	213144	75.00		
				COURIER SVCS-CITY ATTORNEY	75.00
	Vendor Total		**75.00**		
FYTD for JANNEY & JANNEY ATTORNEY SVCS, INC.			**1,464.00**		
JDEDGE SOFTWARE, LLC				Remit to: **KRUGERVILLE** **TX**	
	6/25/2012	885502	4,358.25		
				ERP IMPLEMENTATION SVCS	4,042.50
				ERP IMPLEMENTATION SVCS	20.70
				ERP IMPLEMENTATION SVCS	295.05
	Vendor Total		**4,358.25**		
FYTD for JDEDGE SOFTWARE, LLC			**197,334.47**		
JOHN DEERE/LANDSCAPE, INC.				Remit to: **RIVERSIDE** **CA**	
	6/28/2012	213345	74.29		
				CREDIT INVOICE	-6.01
				IRRIGATN PARTS/SUPPLIES-PARKS	44.04
				IRRIGATN PARTS/SUPPLIES-PARKS	12.60
				IRRIGATN PARTS/SUPPLIES-PARKS	23.66
	Vendor Total		**74.29**		
FYTD for JOHN DEERE/LANDSCAPE, INC.			**74.29**		
JOHN, MICHAEL				Remit to: **LAS VEGAS** **NV**	
	6/28/2012	213346	2,200.00		
				ENTERTAINMENT FOR 4TH OF JULY	2,200.00
	Vendor Total		**2,200.00**		
FYTD for JOHN, MICHAEL			**2,200.00**		

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JOHNSON, HORACE MARIO				Remit to: **MORENO VALLEY** **CA**	
	6/25/2012	213229	257.00		
				REFUND-VALLEY KIDS CAMP	257.00
	Vendor Total		**257.00**		
FYTD for JOHNSON, HORACE MARIO			**257.00**		
JOHNSON, IVA				Remit to: **MORENO VALLEY** **CA**	
	6/28/2012	213347	20.00		
				REFUND-CLASS REGIS FEE	20.00
	Vendor Total		**20.00**		
FYTD for JOHNSON, IVA			**20.00**		
JONES III, JOSEPH				Remit to: **FONTANA** **CA**	
	6/28/2012	213348	228.67		
				MILEAGE REIMBURSEMENT	123.77
				MILEAGE REIMBURSEMENT	104.90
	Vendor Total		**228.67**		
FYTD for JONES III, JOSEPH			**552.30**		
JONES, SUSAN				Remit to: **MORENO VALLEY** **CA**	
	6/4/2012	885351	318.73		
				RETIREE MED JUN '12	318.73
	6/28/2012	885576	318.73		
				RETIREE MED JUL '12	318.73
	Vendor Total		**637.46**		
FYTD for JONES, SUSAN			**4,143.49**		
JT ENTERPRISES				Remit to: **ORANGE** **CA**	
	6/28/2012	213349	1,500.00		
				ENTERTAINMENT FOR 4TH OF JULY	1,500.00
	Vendor Total		**1,500.00**		
FYTD for JT ENTERPRISES			**1,500.00**		
JTB SUPPLY CO., INC.				Remit to: **ORANGE** **CA**	
	6/28/2012	885577	17,940.38		
				ITE PED. COUNT DOWN MODULES	16,650.00
				CALIF SALE TAX @ 7.75%	1,290.38
	Vendor Total		**17,940.38**		
FYTD for JTB SUPPLY CO., INC.			**150,826.55**		

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K-12 SPECIALTIES, INC.				Remit to: **SAN DIMAS** **CA**	
	6/28/2012	885578	86.44		
				CARPET CLEANING SUPPLIES	86.44
	Vendor Total		**86.44**		
FYTD for K-12 SPECIALTIES, INC.			**2,322.90**		
KDM MERIDIAN, INC.				Remit to: **LAKE FOREST** **CA**	
	6/18/2012	885470	18,400.00		
				COTTONWOOD AVE IMPRVMNTS PROJ	4,585.00
				HEACOCK ST SIDEWLK IMPRV PROJ	4,700.00
				CITYWD SIDEWLK/ACC. RAMPS PROJ	9,115.00
	6/28/2012	885579	15,560.00		
				ALESSANDRO BLVD IMPRVMNTS PROJ	15,560.00
	Vendor Total		**33,960.00**		
FYTD for KDM MERIDIAN, INC.			**114,510.00**		
KEPLER, JANELLE				Remit to: **RIVERSIDE** **CA**	
	6/28/2012	213350	560.00		
				INSTRUCTOR SVCS-CHEERLEADING	476.00
				INSTRUCTOR SVCS-CHEERLEADING	84.00
	Vendor Total		**560.00**		
FYTD for KEPLER, JANELLE			**840.00**		
KIL, CAROLINE				Remit to: **CORONA** **CA**	
	6/28/2012	213351	150.00		
				JUDGING SVCS-2012 MV IDOL	50.00
				JUDGING SVCS-2012 MV IDOL	50.00
				JUDGING SVCS-2012 MV IDOL	50.00
	Vendor Total		**150.00**		
FYTD for KIL, CAROLINE			**150.00**		
KING, PATRICIA A.				Remit to: **LAS VEGAS** **NV**	
	6/4/2012	212968	271.44		
				RETIREE MED JUN '12	271.44
	6/28/2012	213352	271.44		
				RETIREE MED JUL '12	271.44
	Vendor Total		**542.88**		
FYTD for KING, PATRICIA A.			**3,507.36**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
KOLA-FM				Remit to: **REDLANDS** **CA**	
	6/28/2012	213353	4,000.00		
				REMOTE BROADCAST-TALENT FEES	400.00
				COMMERCIALS (32 TOTAL SPOTS)	3,600.00
	Vendor Total		**4,000.00**		
FYTD for KOLA-FM			**4,000.00**		
KOLB, CHARLES E.				Remit to: **MORENO VALLEY** **CA**	
	6/4/2012	885352	318.73		
				RETIREE MED JUN '12	318.73
	6/28/2012	885580	318.73		
				RETIREE MED JUL '12	318.73
	Vendor Total		**637.46**		
FYTD for KOLB, CHARLES E.			**4,143.49**		
KOLLAR, KYLE				Remit to: **MORENO VALLEY** **CA**	
	6/4/2012	885353	318.73		
				RETIREE MED JUN '12	318.73
	6/28/2012	885581	318.73		
				RETIREE MED JUL '12	318.73
	Vendor Total		**637.46**		
FYTD for KOLLAR, KYLE			**4,143.49**		
KOSKI, CHARLES				Remit to: **MORENO VALLEY** **CA**	
	6/28/2012	213354	50.00		
				REFUND-TRAP RNTL DEPOSIT	50.00
	Vendor Total		**50.00**		
FYTD for KOSKI, CHARLES			**50.00**		
KUPSAK, STEVE				Remit to: **CEDAR GLEN** **CA**	
	6/4/2012	885354	318.73		
				RETIREE MED JUN '12	318.73
	6/28/2012	885582	318.73		
				RETIREE MED JUL '12	318.73
	Vendor Total		**637.46**		
FYTD for KUPSAK, STEVE			**1,912.38**		

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KYLE, GARY M.				Remit to: **PRESCOTT VALLEY** **AZ**	
	6/4/2012	885355	318.73		
				RETIREE MED JUN '12	318.73
	6/28/2012	885583	318.73		
				RETIREE MED JUL '12	318.73
	Vendor Total		**637.46**		
FYTD for KYLE, GARY M.			**4,143.49**		
LA FOLLETTE, JOHNSON, DE HAAS, ET AL				Remit to: **LOS ANGELES** **CA**	
	6/28/2012	213355	12,152.44		
				LEGAL SVCS	630.00
				LEGAL SVCS	5,938.46
				LEGAL SVCS	5,583.98
	Vendor Total		**12,152.44**		
FYTD for LA FOLLETTE, JOHNSON, DE HAAS, ET AL			**101,377.37**		
LAFATA, JOSEPHINE				Remit to: **MORENO VALLEY** **CA**	
	6/4/2012	885356	318.73		
				RETIREE MED JUN '12	318.73
	6/28/2012	885584	318.73		
				RETIREE MED JUL '12	318.73
	Vendor Total		**637.46**		
FYTD for LAFATA, JOSEPHINE			**4,143.49**		
LAKER, WENDEE				Remit to: **CHATSWORTH** **CA**	
	6/4/2012	212969	75.00		
				REFUND-SPAY/NEUTER DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for LAKER, WENDEE			**75.00**		
LAMBERT, DONNA				Remit to: **MORENO VALLEY** **CA**	
	6/28/2012	213356	170.00		
				REFUND-CLASS REGIS FEE	170.00
	Vendor Total		**170.00**		
FYTD for LAMBERT, DONNA			**170.00**		
LANCE, SOLL & LUNGHARD, LLP				Remit to: **BREA** **CA**	
	6/4/2012	212970	20.00		
				GOVT ACCTNG & AUDIT UPDATE	20.00
	6/25/2012	213231	20.00		
				ACCOUNTG/AUDITG UPDATE CLASS	20.00
	Vendor Total		**40.00**		
FYTD for LANCE, SOLL & LUNGHARD, LLP			**83,690.00**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LANGAN ENGINEERING & ENVIRONMENTAL SRVCS			Remit to: **IRVINE** **CA**	
6/4/2012	212971	1,680.00		
			CONSULTANT SVCS-HF PA07-0090	1,680.00
	Vendor Total	**1,680.00**		
FYTD for LANGAN ENGINEERING & ENVIRONMENTAL SRVCS		**6,420.00**		
LANGENDORF, BENJAMIN			Remit to: **PERRIS** **CA**	
6/4/2012	885357	254.59		
			RETIREE MED APR 12, PD JUN 12	254.59
6/28/2012	885585	254.59		
			RETIREE MED MAY 12, PD JUL 12	254.59
	Vendor Total	**509.18**		
FYTD for LANGENDORF, BENJAMIN		**3,021.89**		
LANGSTON MOTORSPORTS			Remit to: **PERRIS** **CA**	
6/4/2012	212972	356.96		
			MOTORCYCLE MAINT/REPAIR-POLICE	259.50
			MOTORCYCLE PARTS	97.46
6/11/2012	213062	85.00		
			MOTORCYCLE MAINT/REPAIR-POLICE	85.00
6/25/2012	213232	575.98		
			MOTORCYCLE MAINT/REPAIR-POLICE	387.00
			MOTORCYCLE PARTS	188.98
	Vendor Total	**1,017.94**		
FYTD for LANGSTON MOTORSPORTS		**7,981.36**		
LARA, CHRISTINA			Remit to: **ENCINITAS** **CA**	
6/4/2012	212973	669.23		
			SPOUSAL SUPPORT & ARREARS	669.23
6/18/2012	213147	669.23		
			SPOUSAL SUPPORT & ARREARS	669.23
6/28/2012	213357	669.23		
			SPOUSAL SUPPORT & ARREARS	669.23
	Vendor Total	**2,007.69**		
FYTD for LARA, CHRISTINA		**2,007.69**		
LAW OFFICES OF KATHY M. GANDARA			Remit to: **ONTARIO** **CA**	
6/11/2012	213109	10,000.00		
			LEGAL SVCS	10,000.00
	Vendor Total	**10,000.00**		
FYTD for LAW OFFICES OF KATHY M. GANDARA		**10,000.00**		

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LAWYERS TITLE COMPANY			Remit to: **NEWPORT BEACH** **CA**	
6/11/2012	213063	550.00		
			PRELIM TITLE REPORT	550.00
6/25/2012	213233	2,200.00		
			09305408-PRELIM TITLE RPT/DOCS	550.00
			09305409-PRELIM TITLE RPT/DOCS	550.00
			09305406-PRELIM TITLE RPT/DOCS	550.00
			09305407-PRELIM TITLE RPT/DOCS	550.00
	Vendor Total	**2,750.00**		
FYTD for LAWYERS TITLE COMPANY		**1,881,516.30**		
LEADING EDGE LEARNING CENTER			Remit to: **RIVERSIDE** **CA**	
6/28/2012	213358	264.00		
			INSTRUCTOR SVCS-GED TEST CLASS	264.00
	Vendor Total	**264.00**		
FYTD for LEADING EDGE LEARNING CENTER		**2,337.00**		
LEIGHTON AND ASSOCIATES, INC.			Remit to: **IRVINE** **CA**	
6/18/2012	213192	534.10		
			CACTUS AVE/NASON ST IMPRV PROJ	534.10
	Vendor Total	**534.10**		
FYTD for LEIGHTON AND ASSOCIATES, INC.		**534.10**		
LEIGHTON CONSULTING, INC.			Remit to: **IRVINE** **CA**	
6/25/2012	885503	2,079.93		
			CACTUS AVE/NASON ST IMPRVMNTS	2,079.93
	Vendor Total	**2,079.93**		
FYTD for LEIGHTON CONSULTING, INC.		**2,079.93**		
LEON, ERENDIRA			Remit to: **MORENO VALLEY** **CA**	
6/11/2012	213064	200.00		
			REFUND-DEPOSIT TOWNGATE CTR	200.00
	Vendor Total	**200.00**		
FYTD for LEON, ERENDIRA		**200.00**		
LEONGUERRERO, DOLEEN			Remit to: **MORENO VALLEY** **CA**	
6/11/2012	213065	85.00		
			REFUND-SOFTBALL LEAGUE	85.00
	Vendor Total	**85.00**		
FYTD for LEONGUERRERO, DOLEEN		**85.00**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LEVINSON, STEVAN				Remit to: **MORENO VALLEY** **CA**	
	6/25/2012	213234	100.00		
				TEEN STAGE-ST LIGHTS-JULY 4	100.00
	Vendor Total		**100.00**		
FYTD for LEVINSON, STEVAN			**100.00**		
LEWIS, CAROLYN S.				Remit to: **BEAUMONT** **CA**	
	6/4/2012	885358	318.73		
				RETIREE MED JUN '12	318.73
	6/28/2012	885586	318.73		
				RETIREE MED JUL '12	318.73
	Vendor Total		**637.46**		
FYTD for LEWIS, CAROLYN S.			**4,143.49**		
LEXISNEXIS				Remit to: **LOS ANGELES** **CA**	
	6/25/2012	885504	1,480.00		
				LEGAL RESEARCH SVC	740.00
				ONLINE LEGAL RESEARCH	370.00
				LEGAL RESEARCH SVC	370.00
	Vendor Total		**1,480.00**		
FYTD for LEXISNEXIS			**17,760.00**		
LIGHTS OUT DISPOSAL COMPANY				Remit to: **EL CAJON** **CA**	
	6/28/2012	213359	501.51		
				E WASTE RMVL-LAMPS/LIGHTS	501.51
	Vendor Total		**501.51**		
FYTD for LIGHTS OUT DISPOSAL COMPANY			**1,255.01**		
LINDO, HERMINA G.				Remit to: **TITUSVILLE** **FL**	
	6/4/2012	885359	199.80		
				RETIREE MED APR 12, PD JUN 12	199.80
	6/28/2012	885587	199.80		
				RETIREE MED MAY 12, PD JUL 12	199.80
	Vendor Total		**399.60**		
FYTD for LINDO, HERMINA G.			**3,111.18**		
LOGAN, CHARLES				Remit to: **LAS VEGAS** **NV**	
	6/4/2012	885360	318.73		
				RETIREE MED JUN '12	318.73
	6/28/2012	885588	318.73		
				RETIREE MED JUL '12	318.73
	Vendor Total		**637.46**		
FYTD for LOGAN, CHARLES			**4,143.49**		

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LOGAN, RACHEL/STUART				Remit to: **MORENO VALLEY** **CA**	
	6/18/2012	213148	75.00		
				REFUND-SPAY/NEUTER DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for LOGAN, RACHEL/STUART			**75.00**		
LONGDYKE, DENNIS				Remit to: **BEAUMONT** **CA**	
	6/4/2012	212974	318.73		
				RETIREE MED JUN '12	318.73
	6/28/2012	213360	318.73		
				RETIREE MED JUL '12	318.73
	Vendor Total		**637.46**		
FYTD for LONGDYKE, DENNIS			**3,506.03**		
LONGEVITY				Remit to: **DANA POINT** **CA**	
	6/18/2012	213149	1,525.00		
				GARNISHMENT	1,525.00
	Vendor Total		**1,525.00**		
FYTD for LONGEVITY			**1,525.00**		
LOPEZ, DORA				Remit to: **FOUNTAIN VALLEY** **CA**	
	6/25/2012	213235	99.99		
				REFUND-CITATION DISMISSED	99.99
	Vendor Total		**99.99**		
FYTD for LOPEZ, DORA			**99.99**		
LOPEZ, LIZ				Remit to: **MORENO VALLEY** **CA**	
	6/18/2012	213150	75.00		
				REFUND-SPAY/NEUTER DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for LOPEZ, LIZ			**75.00**		
LOPEZ, LLOYD				Remit to: **PERRIS** **CA**	
	6/25/2012	213236	300.00		
				TEEN BAND-SOUND-JULY 4	300.00
	Vendor Total		**300.00**		
FYTD for LOPEZ, LLOYD			**300.00**		
LUIS RIOS AND EDUARDO GAMAS				Remit to: **MORENO VALLEY** **CA**	
	6/28/2012	213361	1,547.60		
				RENTAL ASSISTANCE PYMT-FINAL	1,547.60
	Vendor Total		**1,547.60**		
FYTD for LUIS RIOS AND EDUARDO GAMAS			**6,700.45**		

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LUMLEY, ROBERT C.				Remit to: **MORENO VALLEY CA**	
	6/4/2012	885361	318.73		
				RETIREE MED JUN '12	318.73
	6/28/2012	885589	318.73		
				RETIREE MED JUL '12	318.73
	Vendor Total		**637.46**		
FYTD for LUMLEY, ROBERT C.			**4,143.49**		
LUTHERAN SOCIAL SERVICES OF SO. CALI F.				Remit to: **RIVERSIDE CA**	
	6/28/2012	885590	1,187.50		
				CDBG SVCS-SHELTER PRGM	1,187.50
	Vendor Total		**1,187.50**		
FYTD for LUTHERAN SOCIAL SERVICES OF SO. CALI F.			**18,125.00**		
M & M CLEANER II				Remit to: **MORENO VALLEY CA**	
	6/28/2012	213362	201.00		
				JULY 4TH DRYCLEANING SVCS	201.00
	Vendor Total		**201.00**		
FYTD for M & M CLEANER II			**201.00**		
MACAULEY, MOLLEY				Remit to: **MORENO VALLEY CA**	
	6/28/2012	213363	200.00		
				REFUND-RENTAL DEPOSIT-TCC	200.00
	Vendor Total		**200.00**		
FYTD for MACAULEY, MOLLEY			**200.00**		
MACIAS JR., ANTHONY				Remit to: **RIALTO CA**	
	6/18/2012	213151	157.00		
				TUITION FEE REIMBURSEMENT	157.00
	Vendor Total		**157.00**		
FYTD for MACIAS JR., ANTHONY			**543.74**		
MARCH JOINT POWERS AUTHORITY				Remit to: **RIVERSIDE CA**	
	6/11/2012	213066	5.68		
				GAS METER CHARGES	4.64
				GAS METER CHARGES	1.04
	Vendor Total		**5.68**		
FYTD for MARCH JOINT POWERS AUTHORITY			**78.23**		

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MARIGOLD FINANCIAL LLC			Remit to: **RIVERSIDE** **CA**	
6/11/2012	213067	87.66		
			REFUND-DUP CITATION PYMNT	120.00
			REFUND-DUP CITATION PYMNT	-32.34
	Vendor Total	**87.66**		
FYTD for MARIGOLD FINANCIAL LLC		**87.66**		
MARINA LANDSCAPE, INC			Remit to: **ANAHEIM** **CA**	
6/4/2012	885362	9,258.48		
			LANDSCAPE MAINT-DSG-2N	4,777.65
			LANDSCAPE MAINT-DSG-2S	4,480.83
6/18/2012	885472	7,558.62		
			LANDSCAPE MAINT-ZONE DSG2-N	391.99
			LANDSCAPE MAINT-ZONE DSG2-S	1,074.66
			LANDSCAPE MAINT-ZONE DSG2-S	858.63
			LANDSCAPE MAINT-ZONE E-1	4,443.58
			LANDSCAPE MAINT-ZONE E-1A	789.76
6/25/2012	885505	473.15		
			LANDSCAPE MAINT-ZONE E-1	473.15
6/28/2012	885591	9,258.48		
			LANDSCAPE MAINT-DSG-2N	4,777.65
			LANDSCAPE MAINT-DSG-2S	4,480.83
	Vendor Total	**26,548.73**		
FYTD for MARINA LANDSCAPE, INC		**184,510.91**		
MARQUEZ, EUFRACIA			Remit to: **MORENO VALLEY** **CA**	
6/28/2012	213364	86.86		
			REFUND-CLASS REGIS FEE	86.86
	Vendor Total	**86.86**		
FYTD for MARQUEZ, EUFRACIA		**86.86**		
MASCARELLA, LAUREN			Remit to: **MORENO VALLEY** **CA**	
6/11/2012	213068	200.00		
			REFUND-DEPOSIT TOWNGATE CTR	200.00
	Vendor Total	**200.00**		
FYTD for MASCARELLA, LAUREN		**200.00**		
MATHIS, NOLAN			Remit to: **JACKSON** **KY**	
6/4/2012	885363	279.80		
			RETIREE MED APR 12, PD JUN 12	279.80
6/28/2012	885592	279.80		
			RETIREE MED MAY 12, PD JUL 12	279.80
	Vendor Total	**559.60**		
FYTD for MATHIS, NOLAN		**3,719.00**		

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MATTHEWS, LYNETTE				Remit to: **MORENO VALLEY** **CA**	
	6/11/2012	213069	200.00		
				REFUND-DEPOSIT TOWNGATE CTR	200.00
	Vendor Total		**200.00**		
FYTD for MATTHEWS, LYNETTE			**200.00**		
MAXINOSKI, SUE A.				Remit to: **AVINGER** **TX**	
	6/4/2012	885364	318.73		
				RETIREE MED JUN '12	318.73
	6/28/2012	885593	318.73		
				RETIREE MED JUL '12	318.73
	Vendor Total		**637.46**		
FYTD for MAXINOSKI, SUE A.			**4,143.49**		
MAYBURY, ELODIA				Remit to: **MORENO VALLEY** **CA**	
	6/28/2012	213365	85.00		
				REFUND-CLASS REGIS FEE	85.00
	Vendor Total		**85.00**		
FYTD for MAYBURY, ELODIA			**85.00**		
MAYHALL, DAVID				Remit to: **MORENO VALLEY** **CA**	
	6/4/2012	212975	75.00		
				REFUND-SPAY/NEUTER DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for MAYHALL, DAVID			**75.00**		
MCCAIN TRAFFIC SUPPLY				Remit to: **VISTA** **CA**	
	6/11/2012	213070	5,279.75		
				LICENSE & ETHERNET CONVERTER	5,279.75
	6/18/2012	213152	8,519.79		
				TRAFFIC SUPPLIES	1,227.10
				TRAFFIC SUPPLIES	7,292.69
	Vendor Total		**13,799.54**		
FYTD for MCCAIN TRAFFIC SUPPLY			**99,483.45**		
MCCLARY, DON				Remit to: **MORENO VALLEY** **CA**	
	6/18/2012	213153	4,117.99		
				CLAIM SETTLEMENT-GEN MATTERS	4,117.99
	Vendor Total		**4,117.99**		
FYTD for MCCLARY, DON			**4,117.99**		

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McKINNEY, MYRLINTHA				Remit to: **MORENO VALLEY** **CA**	
	6/28/2012	213366	50.00		
				JUDGING-IDOL COMP 5/7/12	50.00
	Vendor Total		**50.00**		
FYTD for McKINNEY, MYRLINTHA			**50.00**		
MEEKS, DANIEL				Remit to: **PERRIS** **CA**	
	6/28/2012	885594	220.00		
				SPORTS OFFICIATING SVCS	80.00
				SPORTS OFFICIATING SVCS	80.00
				SPORTS OFFICIATING SVCS	60.00
	Vendor Total		**220.00**		
FYTD for MEEKS, DANIEL			**3,660.00**		
MENGISTU, YESHIALEM				Remit to: **MORENO VALLEY** **CA**	
	6/18/2012	213154	220.34		
				MILEAGE REIMBURSEMENT	220.34
	Vendor Total		**220.34**		
FYTD for MENGISTU, YESHIALEM			**1,643.07**		
MERCHANTS LANDSCAPE SERVICES INC				Remit to: **CORONA** **CA**	
	6/4/2012	885365	5,367.97		
				LANDSCAPE MAINT-ZONE E-8	1,225.87
				LANDSCAPE MAINT-ZONE E-14	3,045.56
				LANDSCAPE MAINT-ZONE E-15	1,096.54
	Vendor Total		**5,367.97**		
FYTD for MERCHANTS LANDSCAPE SERVICES INC			**52,451.73**		
MESSIN, LOUIS				Remit to: **BULLHEAD CITY** **AZ**	
	6/4/2012	885366	318.73		
				RETIREE MED JUN '12	318.73
	6/28/2012	885595	318.73		
				RETIREE MED JUL '12	318.73
	Vendor Total		**637.46**		
FYTD for MESSIN, LOUIS			**4,143.49**		
METROPCS WIRELESS, INC.				Remit to: **DALLAS** **TX**	
	6/4/2012	212976	150.00		
				CELLPHONE TEXT RETRIEVAL	100.00
				CELLPHONE TEXT RETRIEVAL	50.00
	6/11/2012	213071	50.00		
				CELLPHONE TEXT RETRIEVAL	50.00
	Vendor Total		**200.00**		
FYTD for METROPCS WIRELESS, INC.			**700.00**		

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MEYERS, ROBERT				Remit to: **MORENO VALLEY** **CA**	
	6/11/2012	213072	700.00		
				INSTRUCTOR SVCS-DRAWING 4 KIDS	476.00
				INSTRUCTOR SVCS-PHOTOGRAPHY	224.00
	6/28/2012	213367	420.00		
				INSTRUCTOR SVCS-DRAWING 4 KIDS	420.00
	Vendor Total		**1,120.00**		
FYTD for MEYERS, ROBERT			**2,044.00**		
MILES, ROBERT				Remit to: **MORENO VALLEY** **CA**	
	6/4/2012	885367	225.99		
				RETIREE MED JUN '12	225.99
	6/28/2012	885596	225.99		
				RETIREE MED JUL '12	225.99
	Vendor Total		**451.98**		
FYTD for MILES, ROBERT			**2,961.21**		
MILLER, CINDY A.				Remit to: **MORENO VALLEY** **CA**	
	6/28/2012	213368	742.14		
				CANDY FOR JULY 4TH PARADE	742.14
	Vendor Total		**742.14**		
FYTD for MILLER, CINDY A.			**742.14**		
MINARD, MARK E.				Remit to: **REDLANDS** **CA**	
	6/4/2012	885368	318.73		
				RETIREE MED JUN '12	318.73
	6/28/2012	885597	318.73		
				RETIREE MED JUL '12	318.73
	Vendor Total		**637.46**		
FYTD for MINARD, MARK E.			**4,143.49**		
MIRACLE RECREATION EQUIPMENT				Remit to: **CORONA** **CA**	
	6/28/2012	885598	235.96		
				PLAYGROUND EQUIPMT-PATRIOT PRK	235.96
	Vendor Total		**235.96**		
FYTD for MIRACLE RECREATION EQUIPMENT			**258,030.94**		
MOELLER, DONNA M.				Remit to: **MORENO VALLEY** **CA**	
	6/4/2012	212977	476.08		
				GARNISHMENT REFUND	476.08
	Vendor Total		**476.08**		
FYTD for MOELLER, DONNA M.			**621.83**		

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MOLLICA, MIKE				Remit to: **DUNNELLON** **FL**	
	6/4/2012	885369	401.42		
				RETIREE MED JUN '12	401.42
	6/28/2012	885599	401.42		
				RETIREE MED JUL '12	401.42
	Vendor Total		**802.84**		
FYTD for MOLLICA, MIKE			**5,218.46**		
MONTGOMERY PLUMBING INC				Remit to: **MORENO VALLEY** **CA**	
	6/11/2012	213073	558.00		
				EMERGENCY REPAIRS-FS#58	160.50
				EMERGENCY REPAIRS-FS#91	397.50
	6/18/2012	213155	2,685.00		
				FURNISH/INSTALL 30-GAL WTR HTR	895.00
				FURNISH/INSTALL 30-GAL WTR HTR	895.00
				FURNISH/INSTALL 30-GAL WTR HTR	895.00
	6/25/2012	213237	260.00		
				EMERGENCY PLUMBING SVCS-CH	100.00
				EMERGENCY PLUMBING SVCS-CH	160.00
	6/28/2012	213369	5,505.00		
				REPLACE WATR HEATR-CITY HALL	360.00
				REPLACE WATR HEATR-GOLF CNTR	325.00
				REPLACE WATR HEATR-CRC	310.00
				REPLACE WATR HEATR-STN 2	325.00
				REPLACE WATR HEATR-STN 6	325.00
				REPLACE WATR HEATR-STN 48	325.00
				REPLACE WATR HEATR-STN 58	185.00
				REPLACE WATR HEATR-STN 65	325.00
				REPLACE WATR HEATR-STN 91	670.00
				REPLACE WATR HEATR-MVU FLD OFC	185.00
				REPLACE WATR HEATR-LIBRARY	510.00
				REPLACE WATR HEATR-MARCH CNTR	310.00
				PLUMBING SVCS-FS#65	1,350.00
	Vendor Total		**9,008.00**		
FYTD for MONTGOMERY PLUMBING INC			**28,922.90**		
MONTO, DANIEL				Remit to: **RIVERSIDE** **CA**	
	6/18/2012	213156	67.71		
				MILEAGE REIMBURSEMENT	67.71
	Vendor Total		**67.71**		
FYTD for MONTO, DANIEL			**170.11**		

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MORA, PATRICIA A.				Remit to: **MORENO VALLEY CA**	
	6/4/2012	885370	318.73		
				RETIREE MED JUN '12	318.73
	6/28/2012	885600	318.73		
				RETIREE MED JUL '12	318.73
	Vendor Total		**637.46**		
FYTD for MORA, PATRICIA A.			**4,143.49**		
MORENO VALLEY CHAMBER OF COMMERCE				Remit to: **MORENO VALLEY CA**	
	6/4/2012	212978	105.00		
				WAKE-UP MEETING-5/23/12	15.00
				WAKE-UP MEETING-5/23/12	15.00
				WAKE-UP MEETING-5/23/12	15.00
				WAKE-UP MEETING-5/23/12	15.00
				WAKE-UP MEETING-5/23/12	15.00
				WAKE-UP MEETING-5/23/12	15.00
				WAKE-UP MEETING-5/23/12	15.00
	6/11/2012	213074	200.00		
				REFUND-RENTAL DEPOSIT-TWNGATE	200.00
	Vendor Total		**305.00**		
FYTD for MORENO VALLEY CHAMBER OF COMMERCE			**23,475.00**		
MORENO VALLEY CITY EMPLOYEES ASSOC.				Remit to: **MORENO VALLEY CA**	
	6/1/2012	3088	1,389.00		
				MVCEA DUES 6/1/12	1,389.00
	6/15/2012	3095	1,389.00		
				MVCEA DUES 6/15/12	1,389.00
	Vendor Total		**2,778.00**		
FYTD for MORENO VALLEY CITY EMPLOYEES ASSOC.			**36,672.50**		
MORENO VALLEY GATEWAY, LLC				Remit to: **SAN JUAN CAPISTRANO CA**	
	6/18/2012	885473	17,142.59		
				LEASE-FACILITIES ANNEX-JULY12	2,458.97
				LEASE-TECH SVCS ANNEX-JULY12	5,475.90
				LEASE-SPEC DIST ANNEX-JULY12	9,207.72
	Vendor Total		**17,142.59**		
FYTD for MORENO VALLEY GATEWAY, LLC			**205,711.08**		

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MORENO VALLEY HISPANIC CHAMBER OF COMMER			Remit to: **MORENO VALLEY**	**CA**
6/11/2012	213075	3,015.00		
			SVCS PER CONTRACT AGREEMENT	3,015.00
6/18/2012	213157	50.00		
			MVHCC ADELANTE MEETING	10.00
			MVHCC ADELANTE MEETING	10.00
			MVHCC ADELANTE MEETING	10.00
			MVHCC ADELANTE MEETING	10.00
			MVHCC ADELANTE MEETING	10.00
	Vendor Total	**3,065.00**		
FYTD for MORENO VALLEY HISPANIC CHAMBER OF COMMER		**7,095.00**		
MORENO VALLEY MILITARY AFFAIRS COMMITTEE			Remit to: **MORENO VALLEY**	**CA**
6/4/2012	212979	105.00		
			11TH ANNL RALLY ROUND THE FLAG	35.00
			11TH ANNL RALLY ROUND THE FLAG	35.00
			11TH ANNL RALLY ROUND THE FLAG	35.00
6/18/2012	213158	70.00		
			11TH ANNL RALLY ROUND THE FLAG	35.00
			11TH ANNL RALLY ROUND THE FLAG	35.00
	Vendor Total	**175.00**		
FYTD for MORENO VALLEY MILITARY AFFAIRS COMMITTEE		**175.00**		
MORENO VALLEY UNIFIED SCHOOL DISTRICT			Remit to: **MORENO VALLEY**	**CA**
6/25/2012	213238	100.00		
			REFUND-MSU RENTAL DEPOSIT	100.00
6/25/2012	213239	152.00		
			USE OF SCHOOL FACIL-COMM. MTG	152.00
	Vendor Total	**252.00**		
FYTD for MORENO VALLEY UNIFIED SCHOOL DISTRICT		**4,062.00**		
MORENO VALLEY UTILITY			Remit to: **HEMET**	**CA**
6/25/2012	213240	122.17		
			ELECTRICITY-UTILITY FLD OFFICE	122.17
	Vendor Total	**122.17**		
FYTD for MORENO VALLEY UTILITY		**744,585.43**		
MORENO, BREE'AHNA			Remit to: **MORENO VALLEY**	**CA**
6/18/2012	213160	75.00		
			REFUND-SPAY/NEUTER DEPOSIT	75.00
	Vendor Total	**75.00**		
FYTD for MORENO, BREE'AHNA		**75.00**		

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MORGAN, LISA A.				Remit to: **MENTONE** **CA**	
	6/4/2012	885371	318.73		
				RETIREE MED JUN '12	318.73
	6/28/2012	885601	318.73		
				RETIREE MED JUL '12	318.73
	Vendor Total		**637.46**		
FYTD for MORGAN, LISA A.			**4,143.49**		
MORROW, JAMES				Remit to: **MORENO VALLEY** **CA**	
	6/28/2012	213370	18.00		
				REFUND-A/C LIC FEES	18.00
	Vendor Total		**18.00**		
FYTD for MORROW, JAMES			**18.00**		
MOSS BROS CHRYSLER, JEEP, DODGE MV				Remit to: **MORENO VALLEY** **CA**	
	6/18/2012	213161	189.65		
				VEHICLE REPAIRS-POLICE	158.91
				VEHICLE PARTS	30.74
	Vendor Total		**189.65**		
FYTD for MOSS BROS CHRYSLER, JEEP, DODGE MV			**9,809.48**		
MUNOZ, ARIEL				Remit to: **MORENO VALLEY** **CA**	
	6/25/2012	213241	142.64		
				MILEAGE REIMBURSEMENT	97.68
				MILEAGE REIMBURSEMENT	44.96
	Vendor Total		**142.64**		
FYTD for MUNOZ, ARIEL			**619.23**		
MUSICSTAR				Remit to: **RIVERSIDE** **CA**	
	6/28/2012	213371	1,674.00		
				INSTRUCTOR SVCS-GUITAR	81.00
				INSTRUCTOR SVCS-PIANO	108.00
				INSTRUCTOR SVCS-PIANO	108.00
				INSTRUCTOR SVCS-PIANO	54.00
				INSTRUCTOR SVCS-PIANO	81.00
				INSTRUCTOR SVCS-GUITAR	108.00
				INSTRUCTOR SVCS-PIANO	162.00
				INSTRUCTOR SVCS-PIANO	108.00
				INSTRUCTOR SVCS-PIANO	162.00
				INSTRUCTOR SVCS-GUITAR	162.00
				INSTRUCTOR SVCS-PIANO FOR KIDS	216.00
				INSTRUCTOR SVCS-PIANO FOR KIDS	108.00
				INSTRUCTOR SVCS-PIANO FOR KIDS	135.00
				INSTRUCTOR SVCS-PIANO TEENS/AD	81.00
	Vendor Total		**1,674.00**		
FYTD for MUSICSTAR			**6,631.80**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
NATIONAL ASSOCIATION OF CHIEFS OF POLICE			Remit to: **TITUSVILLE** **FL**	
6/18/2012	213162	60.00		
			MEMBERSHIP FEES-J. ONTIVEROS	60.00
	Vendor Total	**60.00**		
FYTD for NATIONAL ASSOCIATION OF CHIEFS OF POLICE		**60.00**		
NATIONWIDE RETIREMENT SOLUTIONS			Remit to: **COLUMBUS** **OH**	
6/1/2012	3086	2,214.75		
			PST DEF COMP FOR FICA 6/1/12	2,214.75
6/1/2012	3087	1,269.51		
			DEF COMP 457 & 401(A) 6/1/12	1,269.51
6/15/2012	3093	2,194.55		
			PST DEF COMP FOR FICA 6/15/12	2,194.55
	Vendor Total	**5,678.81**		
FYTD for NATIONWIDE RETIREMENT SOLUTIONS		**716,822.12**		
NAVARRETTE, RALPH			Remit to: **RANCHO CUCAMONGA** **CA**	
6/4/2012	885372	225.99		
			RETIREE MED JUN '12	225.99
6/28/2012	885602	225.99		
			RETIREE MED JUL '12	225.99
	Vendor Total	**451.98**		
FYTD for NAVARRETTE, RALPH		**3,138.91**		
NAVCO NETWORKS & SECURITY			Remit to: **ANAHEIM** **CA**	
6/18/2012	885474	210.00		
			REPAIR SVCS-PD MONITORS	210.00
	Vendor Total	**210.00**		
FYTD for NAVCO NETWORKS & SECURITY		**2,052.76**		
NELSON, ROBERT			Remit to: **ONTARIO** **CA**	
6/4/2012	885373	320.43		
			RETIREE MED JUN '12	320.43
6/28/2012	885603	320.43		
			RETIREE MED JUL '12	320.43
	Vendor Total	**640.86**		
FYTD for NELSON, ROBERT		**4,196.97**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
NELSON, RUTH L.				Remit to: **PERRIS** **CA**	
	6/4/2012	885374	165.81		
				RETIREE MED JUN '12	165.81
	6/28/2012	885604	165.81		
				RETIREE MED JUL '12	165.81
	Vendor Total		**331.62**		
FYTD for NELSON, RUTH L.			**3,837.65**		
NEUSTAEDTER, CRAIG S				Remit to: **IRVINE** **CA**	
	6/4/2012	212980	318.73		
				RETIREE MED JUN '12	318.73
	6/28/2012	213372	318.73		
				RETIREE MED JUL '12	318.73
	Vendor Total		**637.46**		
FYTD for NEUSTAEDTER, CRAIG S			**4,143.49**		
NEW HORIZON MOBILE HOME PARK				Remit to: **LOS ANGELES** **CA**	
	6/25/2012	885508	14.63		
				REFUND-UTILITY USERS TAX	14.63
	6/28/2012	885605	11.79		
				REFUND-UUT FOR EXEMPT RESIDNTS	11.79
	Vendor Total		**26.42**		
FYTD for NEW HORIZON MOBILE HOME PARK			**152.68**		
NEW WORLD SYSTEMS, CORP				Remit to: **TROY** **MI**	
	6/18/2012	885475	1,050.00		
				SOFTWARE ESCROW ANNUAL FEE	1,050.00
	6/25/2012	885509	600.00		
				FM, HR/PY EST TRAVEL EXPENSES	600.00
	6/28/2012	885606	1,970.14		
				FM, HR/PY EST. TRAVEL EXPENSES	1,970.14
	Vendor Total		**3,620.14**		
FYTD for NEW WORLD SYSTEMS, CORP			**938,585.76**		
NGUYEN, QUANG				Remit to: **AZUSA** **CA**	
	6/25/2012	885510	134.87		
				MILEAGE REIMBURSEMENT	134.87
	Vendor Total		**134.87**		
FYTD for NGUYEN, QUANG			**719.66**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
NIEBURGER, JUDITH A.			Remit to: **MORENO VALLEY**	**CA**
6/4/2012	212981	401.42		
			RETIREE MED JUN '12	401.42
6/28/2012	213373	401.42		
			RETIREE MED JUL '12	401.42
	Vendor Total	**802.84**		
FYTD for NIEBURGER, JUDITH A.		**5,218.46**		
NIELSEN SEGMENTATION & LOCAL MARKET SOL			Remit to: **CHARLOTTE**	**NC**
6/25/2012	213242	3,090.00		
			ANNUAL MEMBERSHIP	3,090.00
	Vendor Total	**3,090.00**		
FYTD for NIELSEN SEGMENTATION & LOCAL MARKET SOL		**3,590.00**		
OHLINDER, JOANNA			Remit to: **MORENO VALLEY**	**CA**
6/28/2012	213374	95.00		
			REFUND-RABIES DEPOSIT	20.00
			REFUND-SPAY/NEUTER DEPOSIT	75.00
	Vendor Total	**95.00**		
FYTD for OHLINDER, JOANNA		**95.00**		
ORROCK, POPKA, FORTINO & BRISLIN			Remit to: **RIVERSIDE**	**CA**
6/28/2012	885608	310.50		
			LEGAL SVCS	210.45
			LEGAL SVCS	100.05
	Vendor Total	**310.50**		
FYTD for ORROCK, POPKA, FORTINO & BRISLIN		**21,922.64**		
OUTBACK STEAKHOUSE			Remit to: **LA JOLLA**	**CA**
6/11/2012	213076	39.61		
			REFUND-DUP CITATION PYMNT	30.00
			REFUND-DUP CITATION PYMNT	9.61
	Vendor Total	**39.61**		
FYTD for OUTBACK STEAKHOUSE		**39.61**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
OVERLAND PACIFIC & CUTLER, INC.			Remit to: **LONG BEACH** **CA**	
6/4/2012	885376	3,150.00		
			RIGHT OF WAY SVCS-VARIOUS PROJ	3,150.00
6/11/2012	885429	3,722.50		
			RELOCATION SVCS-MYERS AVE PROJ	3,722.50
6/18/2012	885476	3,360.00		
			RIGHT OF WAY SVCS-VARIOUS PROJ	3,360.00
6/28/2012	885609	3,465.00		
			RELOCATION SVCS-MYERS AVE PROJ	3,465.00
	Vendor Total	**13,697.50**		
FYTD for OVERLAND PACIFIC & CUTLER, INC.		**156,573.75**		
OWENS, TIM			Remit to: **HERMOSA BEACH** **CA**	
6/4/2012	212982	9,960.00		
			EMPLOYEE COMPUTER TRAINING	7,500.00
			EMPLOYEE COMPUTER TRAINING	2,460.00
	Vendor Total	**9,960.00**		
FYTD for OWENS, TIM		**9,960.00**		
PACIFIC GREEN HORTICULTURAL SVC			Remit to: **UPLAND** **CA**	
6/4/2012	885377	101.91		
			TURF FERTILIZATION-ZONE E-7	84.46
			TURF FERTILIZATION-ZONE E-14	17.45
	Vendor Total	**101.91**		
FYTD for PACIFIC GREEN HORTICULTURAL SVC		**5,391.62**		
PACIFIC TELEMANAGEMENT SERVICES			Remit to: **SAN RAMON** **CA**	
6/25/2012	885511	375.84		
			PAYPHONE SVCS	62.64
			PAYPHONE SVCS	313.20
	Vendor Total	**375.84**		
FYTD for PACIFIC TELEMANAGEMENT SERVICES		**4,547.66**		
PAINTING BY ZEB BODE			Remit to: **NORCO** **CA**	
6/18/2012	885477	3,440.00		
			PAINT INTERIOR DRS-TOWNGTE CTR	3,440.00
	Vendor Total	**3,440.00**		
FYTD for PAINTING BY ZEB BODE		**23,920.00**		

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PATTERSON, ALFREY				Remit to: **MORENO VALLEY** **CA**	
	6/4/2012	212983	225.99		
				RETIREE MED JUN '12	225.99
	6/28/2012	213375	225.99		
				RETIREE MED JUL '12	225.99
	Vendor Total		**451.98**		
FYTD for PATTERSON, ALFREY			**2,961.21**		
PB AMERICAS, INC.				Remit to: **SAN BERNARDINO** **CA**	
	6/25/2012	213243	6,168.06		
				SR-60/NASON ST INTRCHNG PROJ	6,168.06
	Vendor Total		**6,168.06**		
FYTD for PB AMERICAS, INC.			**138,462.11**		
PBC COMMERCIAL				Remit to: **BREA** **CA**	
	6/4/2012	212984	68.71		
				REFUND-BUS. LIC OVRPMT	68.71
	Vendor Total		**68.71**		
FYTD for PBC COMMERCIAL			**68.71**		
PEDLEY SQUARE VETERINARY CLINIC				Remit to: **RIVERSIDE** **CA**	
	6/11/2012	885430	5,984.00		
				VETERINARY SVCS-ANIMAL SVCS	5,984.00
	6/28/2012	885611	5,315.00		
				VETERINARY SVCS-ANIMAL SVCS	5,315.00
	Vendor Total		**11,299.00**		
FYTD for PEDLEY SQUARE VETERINARY CLINIC			**68,310.25**		
PEGAN, GUY				Remit to: **MURRIETA** **CA**	
	6/4/2012	212985	127.10		
				REIMBURSEMENT-HEACOCK BRDG PRJ	85.47
				REIMBURSEMENT-AUTO MALL PROJ.	41.63
	Vendor Total		**127.10**		
FYTD for PEGAN, GUY			**127.10**		
PEI PEOPLE SHAR PEI RESCUE				Remit to: **LAKE FOREST** **CA**	
	6/28/2012	213378	75.00		
				REFUND-SPAY/NEUTER DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for PEI PEOPLE SHAR PEI RESCUE			**75.00**		

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PEPE'S TOWING SERVICE INC.			Remit to: **MORENO VALLEY** **CA**	
6/4/2012	212986	648.80		
			REFUND-W/DRAWAL OF APPLICATION	324.40
			REFUND-W/DRAWAL OF APPLICATION	324.40
	Vendor Total	**648.80**		
FYTD for PEPE'S TOWING SERVICE INC.		**648.80**		
PERRIS VALLEY PRINTING CO.			Remit to: **MENIFEE** **CA**	
6/25/2012	213244	652.16		
			PRINTING SUPPLIES	652.16
	Vendor Total	**652.16**		
FYTD for PERRIS VALLEY PRINTING CO.		**830.16**		
PERRY, NORMA			Remit to: **PIONEER** **CA**	
6/4/2012	212987	318.73		
			RETIREE MED JUN '12	318.73
6/28/2012	213379	318.73		
			RETIREE MED JUL '12	318.73
	Vendor Total	**637.46**		
FYTD for PERRY, NORMA		**4,143.49**		
PERS LONG TERM CARE PROGRAM			Remit to: **PASADENA** **CA**	
6/4/2012	212988	458.63		
			LONG TERM CARE INSURANCE	458.63
6/18/2012	213163	458.63		
			LONG TERM CARE INSURANCE	458.63
6/28/2012	213380	458.63		
				458.63
	Vendor Total	**1,375.89**		
FYTD for PERS LONG TERM CARE PROGRAM		**12,383.01**		
PETERSON, DARLENE			Remit to: **MORENO VALLEY** **CA**	
6/28/2012	213381	9.50		
			REFUND-CLASS REGIS FEE	9.50
	Vendor Total	**9.50**		
FYTD for PETERSON, DARLENE		**9.50**		

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PETTY CASH - FINANCE				Remit to: **MORENO VALLEY** **CA**	
	6/4/2012	212989	1,338.54		
				PETTY CASH FUND REPLENISHMENT	68.75
				PETTY CASH FUND REPLENISHMENT	28.10
				PETTY CASH FUND REPLENISHMENT	31.97
				PETTY CASH FUND REPLENISHMENT	50.99
				PETTY CASH FUND REPLENISHMENT	42.00
				PETTY CASH FUND REPLENISHMENT	38.85
				PETTY CASH FUND REPLENISHMENT	63.83
				PETTY CASH FUND REPLENISHMENT	26.00
				PETTY CASH FUND REPLENISHMENT	79.75
				PETTY CASH FUND REPLENISHMENT	30.00
				PETTY CASH FUND REPLENISHMENT	4.00
				PETTY CASH FUND REPLENISHMENT	4.00
				PETTY CASH FUND REPLENISHMENT	4.00
				PETTY CASH FUND REPLENISHMENT	26.00
				PETTY CASH FUND REPLENISHMENT	17.85
				PETTY CASH FUND REPLENISHMENT	16.55
				PETTY CASH FUND REPLENISHMENT	25.00
				PETTY CASH FUND REPLENISHMENT	25.84
				PETTY CASH FUND REPLENISHMENT	8.71
				PETTY CASH FUND REPLENISHMENT	34.55
				PETTY CASH FUND REPLENISHMENT	20.00
				PETTY CASH FUND REPLENISHMENT	15.00
				PETTY CASH FUND REPLENISHMENT	15.00
				PETTY CASH FUND REPLENISHMENT	62.00
				PETTY CASH FUND REPLENISHMENT	44.00
				PETTY CASH FUND REPLENISHMENT	51.62
				PETTY CASH FUND REPLENISHMENT	60.00
				PETTY CASH FUND REPLENISHMENT	22.76
				PETTY CASH FUND REPLENISHMENT	29.98
				PETTY CASH FUND REPLENISHMENT	35.00
				PETTY CASH FUND REPLENISHMENT	2.69
				PETTY CASH FUND REPLENISHMENT	11.40
				PETTY CASH FUND REPLENISHMENT	25.83
				PETTY CASH FUND REPLENISHMENT	15.54
				PETTY CASH FUND REPLENISHMENT	10.00
				PETTY CASH FUND REPLENISHMENT	10.00
				PETTY CASH FUND REPLENISHMENT	10.00
				PETTY CASH FUND REPLENISHMENT	20.00
				PETTY CASH FUND REPLENISHMENT	10.40
				PETTY CASH FUND REPLENISHMENT	19.43
				PETTY CASH FUND REPLENISHMENT	26.09
				PETTY CASH FUND REPLENISHMENT	31.30
				PETTY CASH FUND REPLENISHMENT	4.00
				PETTY CASH FUND REPLENISHMENT	26.00
				PETTY CASH FUND REPLENISHMENT	35.52
				PETTY CASH FUND REPLENISHMENT	98.24
	Vendor Total		**1,338.54**		

FYTD for PETTY CASH - FINANCE	**7,062.13**

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PETTY CASH -PARKS & RECREATION			Remit to:	
6/25/2012	213245	5,000.00		
			START UP/CHANGE FUND FOR JULY4	5,000.00
	Vendor Total	**5,000.00**		
FYTD for PETTY CASH -PARKS & RECREATION		**5,000.00**		
PHILLIPS, LAURETTA			Remit to: **MORENO VALLEY CA**	
6/28/2012	213382	50.00		
			JUDGING SVCS-2012 MV IDOL	50.00
	Vendor Total	**50.00**		
FYTD for PHILLIPS, LAURETTA		**50.00**		
PLUMMER, THEODORE W			Remit to: **MORENO VALLEY CA**	
6/28/2012	213383	650.00		
			SOUND SYSTEMS FOR 4TH OF JULY	650.00
	Vendor Total	**650.00**		
FYTD for PLUMMER, THEODORE W		**650.00**		
POIEMA LANDSCAPE, INC.			Remit to: **COLTON CA**	
6/18/2012	885478	3,296.01		
			LANDSCAPE MAINT-ZONE E-12	2,131.00
			LANDSCAPE MAINT-ZONE S	1,165.01
	Vendor Total	**3,296.01**		
FYTD for POIEMA LANDSCAPE, INC.		**42,230.26**		
PREMIER PARTY & TENT RENTALS			Remit to: **MORENO VALLEY CA**	
6/25/2012	213246	60.00		
			AUDIO VISUAL EQUIP-EVENT @ CRC	60.00
6/28/2012	213384	3,498.63		
			FORECLOSURE PREV WRKSHP RNTAL	3,498.63
	Vendor Total	**3,558.63**		
FYTD for PREMIER PARTY & TENT RENTALS		**3,558.63**		
PRICE, GEORGE E.			Remit to: **MORENO VALLEY CA**	
6/4/2012	885378	318.73		
			RETIREE MED JUN '12	318.73
6/28/2012	885612	318.73		
			RETIREE MED JUL '12	318.73
	Vendor Total	**637.46**		
FYTD for PRICE, GEORGE E.		**4,143.49**		

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PRICHARD, ROBERT				Remit to: **MORENO VALLEY** **CA**	
	6/28/2012	213385	350.00		
				JUDGING SVCS-2012 MV IDOL	150.00
				JUDGING SVCS-2012 MV IDOL	150.00
				JUDGING SVCS-2012 MV IDOL	50.00
	Vendor Total		**350.00**		
FYTD for PRICHARD, ROBERT			**350.00**		
PROFESSIONAL COMMUNICATIONS NETWORK PCN				Remit to: **RIVERSIDE** **CA**	
	6/18/2012	213164	453.00		
				"LIVE" ANSWERING SERVICE	453.00
	Vendor Total		**453.00**		
FYTD for PROFESSIONAL COMMUNICATIONS NETWORK PCN			**5,303.85**		
PSOMAS				Remit to: **RIVERSIDE** **CA**	
	6/11/2012	213077	7,555.00		
				IRONWOOD AVE IMPRVMNTS PROJ	1,960.00
				HEACOCK ST BRIDGE RPLCMNT PROJ	5,595.00
	6/25/2012	213247	1,160.00		
				SR-60/NASON ST INTRCHNG PROJ	1,026.94
				SR-60/NASON ST INTRCHNG PROJ	133.06
	Vendor Total		**8,715.00**		
FYTD for PSOMAS			**195,816.06**		
PULLIAM, TRENT D.				Remit to: **MISSION VIEJO** **CA**	
	6/4/2012	885379	318.73		
				RETIREE MED JUN '12	318.73
	6/28/2012	885613	318.73		
				RETIREE MED JUL '12	318.73
	Vendor Total		**637.46**		
FYTD for PULLIAM, TRENT D.			**6,043.49**		
PW ENHANCEMENT CENTER				Remit to: **MORENO VALLEY** **CA**	
	6/11/2012	885431	16,664.00		
				RENTAL ASSISTANCE SVCS-HPRP	16,664.00
	Vendor Total		**16,664.00**		
FYTD for PW ENHANCEMENT CENTER			**49,375.08**		
QUALITY CODE PUBLISHING, LLC				Remit to: **SEATTLE** **WA**	
	6/11/2012	885432	1,433.84		
				SUPPLEMENT MV MUNICIPAL CODE	1,433.84
	Vendor Total		**1,433.84**		
FYTD for QUALITY CODE PUBLISHING, LLC			**6,630.13**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RALLY MANAGEMENT SERVICES, LLC			Remit to: **RANCHO CUCAMONGA CA**	
6/4/2012	885380	719.28		
			TEMP STAFFING SVCS-R HENDERSON	719.28
6/28/2012	885614	1,918.08		
			TEMP STAFFING SVCS-R HENDERSON	839.16
			TEMP STAFFING SVCS-R HENDERSON	359.64
			TEMP STAFFING SVCS-R HENDERSON	719.28
	Vendor Total	**2,637.36**		
FYTD for RALLY MANAGEMENT SERVICES, LLC		**17,468.19**		
RAMIREZ, MARISELA			Remit to: **MORENO VALLEY CA**	
6/28/2012	213386	134.00		
			REFUND-DRUMS CLASS CANCELLED	134.00
	Vendor Total	**134.00**		
FYTD for RAMIREZ, MARISELA		**134.00**		
RAMOS, ROBERTO			Remit to: **MORENO VALLEY CA**	
6/25/2012	213248	754.00		
			INSTRUCTOR SVCS-SPANISH	21.00
			INSTRUCTOR SVCS-KINDER KARATE	131.50
			INSTRUCTOR SVCS-KINDER KARATE	162.50
			INSTRUCTOR SVCS-KINDER KARATE	196.00
			INSTRUCTOR SVCS-TAE KWON DO	243.00
	Vendor Total	**754.00**		
FYTD for RAMOS, ROBERTO		**5,601.50**		
RAY-RAMIREZ, DARCY L.			Remit to: **RIVERSIDE CA**	
6/4/2012	212991	318.73		
			RETIREE MED JUN '12	318.73
6/28/2012	213387	318.73		
			RETIREE MED JUL '12	318.73
	Vendor Total	**637.46**		
FYTD for RAY-RAMIREZ, DARCY L.		**4,143.49**		
REDBOX AUTOMATED RETAIL, LLC			Remit to: **OAKBROOK TERRACE IL**	
6/11/2012	213078	64.00		
			REFUND-BUS LIC OVERPAYMENT	64.00
	Vendor Total	**64.00**		
FYTD for REDBOX AUTOMATED RETAIL, LLC		**351.12**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RELIFORD, AUNDRAYA			Remit to: **MORENO VALLEY** **CA**	
6/11/2012	213079	109.00		
			REFUND-BASKETBALL LEAGUE	109.00
	Vendor Total	**109.00**		
FYTD for RELIFORD, AUNDRAYA		**109.00**		
REZA, MELANIE			Remit to: **MORENO VALLEY** **CA**	
6/11/2012	213080	124.80		
			REFUND-PARK RESERVATION	124.80
	Vendor Total	**124.80**		
FYTD for REZA, MELANIE		**124.80**		
RGA ENVIRONMENTAL, INC.			Remit to: **IRVINE** **CA**	
6/11/2012	213081	3,450.00		
			ASSESS INDOOR AIR QUAL-LIBRARY	3,450.00
	Vendor Total	**3,450.00**		
FYTD for RGA ENVIRONMENTAL, INC.		**3,450.00**		
RICK ENGINEERING COMPANY			Remit to: **RIVERSIDE** **CA**	
6/4/2012	885381	7,797.50		
			CACTUS AVE/NASON ST. IMPRV PRJ	7,797.50
6/11/2012	885433	20,921.70		
			LOCAL ST. PAVEMNT RESURF. PROJ	11,155.00
			LOCAL ST. PAVEMNT RESURF. PROJ	7,675.00
			INDIAN ST. BICYCLE LANES PROJ.	2,091.70
6/18/2012	885479	15,960.00		
			LOCAL ST. PAVEMNT RESURF. PROJ	8,715.00
			LOCAL ST. PAVEMNT RESURF. PROJ	6,750.00
			RIGHT OF WAY SVC-JFK@LA BRISIS	495.00
6/25/2012	885513	13,790.96		
			CACTUS AVE/NASON ST. IMPRV PRJ	11,560.00
			STREET IMPRVMNT PRGM SVCS	850.00
			INDIAN ST. BICYCLE LANES PROJ.	533.30
			INDIAN ST. BICYCLE LANES PROJ.	847.66
	Vendor Total	**58,470.16**		
FYTD for RICK ENGINEERING COMPANY		**121,297.26**		
RIGHTWAY SITE SERVICES, INC.			Remit to: **LAKE ELSINORE** **CA**	
6/11/2012	213082	470.71		
			PORTABLE RESTROOM-GOLF COURSE	32.54
			PORTABLE RESTROOM-GOLF COURSE	39.74
			PORTABLE RESTROOMS-EQUEST. CTR	308.88
			PORTABLE TOILET/SVC-CITY YARD	89.55
	Vendor Total	**470.71**		
FYTD for RIGHTWAY SITE SERVICES, INC.		**7,209.42**		

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RIVERSIDE AREA RAPE CRISIS CENTER			Remit to: **RIVERSIDE**	**CA**
6/18/2012	213165	463.83		
			CDBG SVCS-CHLD ABUSE PREV PRGM	463.83
Vendor Total		**463.83**		
FYTD for RIVERSIDE AREA RAPE CRISIS CENTER		**9,729.22**		
RIVERSIDE COMMUNITY COLLEGE			Remit to: **RIVERSIDE**	**CA**
6/28/2012	213388	100.00		
			REFUND-MOBILE STAGE RNTL6/8/12	100.00
Vendor Total		**100.00**		
FYTD for RIVERSIDE COMMUNITY COLLEGE		**100.00**		
RIVERSIDE COUNTY ASSESSOR			Remit to: **RIVERSIDE**	**CA**
6/4/2012	212992	149.42		
			PARCEL MAP REPRODUCTION	149.42
6/28/2012	213389	9.00		
			PARCEL MAP COPY SVCS	2.25
			PARCEL MAP COPY SVCS	2.25
			PARCEL MAP COPY SVCS	2.25
			PARCEL MAP COPY SVCS	2.25
Vendor Total		**158.42**		
FYTD for RIVERSIDE COUNTY ASSESSOR		**263.42**		
RIVERSIDE COUNTY DEPT OF PUBLIC HEALTH			Remit to: **RIVERSIDE**	**CA**
6/25/2012	213250	100.00		
			FRA-RABIES TESTS-ANIMAL SVCS	100.00
Vendor Total		**100.00**		
FYTD for RIVERSIDE COUNTY DEPT OF PUBLIC HEALTH		**650.00**		
RIVERSIDE COUNTY EDA			Remit to: **RIVERSIDE**	**CA**
6/11/2012	213083	1,200.00		
			ICSC CONF BOOTH COST-MAY 20-22	1,200.00
Vendor Total		**1,200.00**		
FYTD for RIVERSIDE COUNTY EDA		**1,200.00**		
RIVERSIDE COUNTY HABITAT CONSERVATION			Remit to: **RIVERSIDE**	**CA**
6/18/2012	213166	7,685.00		
			K-RAT MITIGATION FEES	5,000.00
			K-RAT MITIGATION FEES	870.00
			K-RAT MITIGATION FEES	1,815.00
Vendor Total		**7,685.00**		
FYTD for RIVERSIDE COUNTY HABITAT CONSERVATION		**41,840.00**		

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RIVERSIDE COUNTY INFORMATION TECHNOLOGY			Remit to: **RIVERSIDE** **CA**	
6/4/2012	212993	1,300.65		
			RADIO SVCS FOR PD MOTORCYCLES	1,300.65
6/18/2012	213167	248.55		
			RADIO LEASE/MAINT-TECH SVCS	174.78
			RADIO LEASE/MAINT-TECH SVCS	9.71
			RADIO LEASE/MAINT-TECH SVCS	34.05
			VPN CONNECTION SVCS-TECH SVCS	30.01
6/25/2012	213251	218.54		
			RADIO LEASE/MAINT-TECH SVCS	174.78
			RADIO LEASE/MAINT-TECH SVCS	9.71
			RADIO LEASE/MAINT-TECH SVCS	34.05
6/28/2012	213390	1,579.21		
			RADIO SVCS FOR PD MOTORCYCLES	1,300.65
			RADIO LEASE/MAINT-TECH SVCS	174.78
			RADIO LEASE/MAINT-TECH SVCS	9.71
			RADIO LEASE/MAINT-TECH SVCS	34.05
			VPN CONNECTION SVCS-TECH SVCS	30.01
			VPN CONNECTION SVCS-TECH SVCS	30.01
	Vendor Total	**3,346.95**		
FYTD for RIVERSIDE COUNTY INFORMATION TECHNOLOGY		**21,071.58**		
RIVERSIDE COUNTY SHERIFF BEN CLARK			Remit to: **RIVERSIDE** **CA**	
6/11/2012	213084	274.00		
			REG.-SEARCH WARR PREP COURSE	119.00
			REG.-ADV SEARCH WARR PREP	155.00
	Vendor Total	**274.00**		
FYTD for RIVERSIDE COUNTY SHERIFF BEN CLARK		**12,785.00**		
RIVERSIDE COUNTY SHERIFF COURT SERVICES			Remit to: **RIVERSIDE** **CA**	
6/4/2012	212994	860.47		
			GARNISHMENT	107.89
			GARNISHMENT	440.40
			GARNISHMENT	312.18
6/18/2012	213168	813.54		
			GARNISHMENT	813.54
6/28/2012	213391	815.11		
			GARNISHMENT	518.13
			GARNISHMENT	296.98
	Vendor Total	**2,489.12**		
FYTD for RIVERSIDE COUNTY SHERIFF COURT SERVICES		**20,102.57**		

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RIVERSIDE COUNTY SHERIFF MV			Remit to: **MORENO VALLEY** **CA**	
6/4/2012	212995	11,091.67		
			SPEC BILLING-LAW ENF. OVRTIME	1,378.55
			SPEC BILLING-LAW ENF. OVRTIME	164.90
			SPEC BILLING-LAW ENF. OVRTIME	9,182.72
			SPEC BILLING-LAW ENF. OVRTIME	365.50
	Vendor Total	**11,091.67**		
FYTD for RIVERSIDE COUNTY SHERIFF MV		**365,871.15**		
RMA GROUP			Remit to: **RANCHO CUCAMONGA** **CA**	
6/4/2012	212996	10,216.94		
			SR-60/NASON ST INTRCHNG PROJ	9,045.06
			SR-60/NASON ST INTRCHNG PROJ	1,171.88
6/25/2012	213252	597.27		
			SR-60/NASON ST INTRCHNG PROJ	528.76
			SR-60/NASON ST INTRCHNG PROJ	68.51
	Vendor Total	**10,814.21**		
FYTD for RMA GROUP		**158,239.54**		
ROBINSON, LAURA			Remit to: **OCEANSIDE** **CA**	
6/28/2012	213392	95.00		
			REFUND-RABIES & SN DEPOSITS	20.00
			REFUND-RABIES & SN DEPOSITS	75.00
	Vendor Total	**95.00**		
FYTD for ROBINSON, LAURA		**95.00**		
ROCHA, SARA L.			Remit to: **QUEEN CREEK** **AZ**	
6/28/2012	885615	779.70		
			RETIREE MED APR-JUN '12	779.70
	Vendor Total	**779.70**		
FYTD for ROCHA, SARA L.		**4,007.01**		
RODRIGUEZ, ADALBERTO			Remit to: **MORENO VALLEY** **CA**	
6/4/2012	212997	20.00		
			REFUND-RABIES DEPOSIT	20.00
	Vendor Total	**20.00**		
FYTD for RODRIGUEZ, ADALBERTO		**20.00**		
RODRIGUEZ, AUTUMN EARLE			Remit to: **BEAUMONT** **CA**	
6/28/2012	213393	150.00		
			JUDGING SVCS-2012 MV IDOL	50.00
			JUDGING SVCS-2012 MV IDOL	50.00
			JUDGING SVCS-2012 MV IDOL	50.00
	Vendor Total	**150.00**		
FYTD for RODRIGUEZ, AUTUMN EARLE		**150.00**		

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RODRIGUEZ, RICARDO				Remit to: **PERRIS** **CA**	
	6/28/2012	213394	75.00		
				REFUND-SPAY/NEUTER DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for RODRIGUEZ, RICARDO			**75.00**		
ROGERS, EUGENE				Remit to: **PEBBLE BEACH** **CA**	
	6/4/2012	885383	318.73		
				RETIREE MED JUN '12	318.73
	6/28/2012	885616	318.73		
				RETIREE MED JUL '12	318.73
	Vendor Total		**637.46**		
FYTD for ROGERS, EUGENE			**4,143.49**		
ROSENOW SPEVACEK GROUP (RSG, INC.)				Remit to: **SANTA ANA** **CA**	
	6/11/2012	213086	325.00		
				NSP ELIGIBILITY REVIEW SVCS	325.00
	Vendor Total		**325.00**		
FYTD for ROSENOW SPEVACEK GROUP (RSG, INC.)			**5,410.00**		
ROSS, DAVID T.				Remit to: **MORENO VALLEY** **CA**	
	6/4/2012	885384	318.73		
				RETIREE MED JUN '12	318.73
	6/28/2012	885617	318.73		
				RETIREE MED JUL '12	318.73
	Vendor Total		**637.46**		
FYTD for ROSS, DAVID T.			**4,143.49**		
ROSSON, LOUIS A.				Remit to: **PERRIS** **CA**	
	6/4/2012	885385	165.81		
				RETIREE MED JUN '12	165.81
	6/28/2012	885618	262.31		
				RETIREE MED JUL '12	165.81
				RETIREE MED JUL '12	96.50
	Vendor Total		**428.12**		
FYTD for ROSSON, LOUIS A.			**3,364.47**		
ROUNSLEY, CAROL				Remit to: **TEMECULA** **CA**	
	6/4/2012	212998	500.00		
				REFUND-5/14/12 RENTAL DEPOSIT	500.00
	Vendor Total		**500.00**		
FYTD for ROUNSLEY, CAROL			**500.00**		

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ROUTE 66 FIRE PROTECTION, INC.				Remit to: **LA VERNE** **CA**	
	6/28/2012	213395	54.00		
				REFUND-PLAN CHECK OVRPYMNT	54.00
	Vendor Total		**54.00**		
FYTD for ROUTE 66 FIRE PROTECTION, INC.			**54.00**		
RUIZ, BEATRIZ				Remit to: **MORENO VALLEY** **CA**	
	6/11/2012	213087	300.00		
				REFUND-DEPOSIT SENIOR CTR	300.00
	Vendor Total		**300.00**		
FYTD for RUIZ, BEATRIZ			**300.00**		
RUSSO, JOHN				Remit to: **RANCHO MIRAGE** **CA**	
	6/4/2012	885386	225.99		
				RETIREE MED JUN '12	225.99
	6/28/2012	885619	225.99		
				RETIREE MED JUL '12	225.99
	Vendor Total		**451.98**		
FYTD for RUSSO, JOHN			**2,961.21**		
RYMAX ELECTRIC, INC.				Remit to: **UPLAND** **CA**	
	6/25/2012	213253	3,845.00		
				REPLACE LIGHT FIXTURES-ZONE M	3,220.00
				LIGHTING MAINT-ZONE E-1	125.00
				LIGHTING MAINT-ZONE E-2	125.00
				LIGHTING MAINT-ZONE E-3	125.00
				LIGHTING MAINT-ZONE E-7	125.00
				LIGHTING MAINT-ZONE M	125.00
	6/28/2012	213396	2,320.83		
				LIGHTING REPAIRS-ZONE E-1	345.70
				LIGHTING REPAIRS-ZONE E-2	301.36
				LIGHTING REPAIRS-ZONE E-3	1,169.17
				LIGHTING REPAIRS-ZONE E-7	189.60
				TROUBLESHOOT IRRIG CNTRL PWR	315.00
	Vendor Total		**6,165.83**		
FYTD for RYMAX ELECTRIC, INC.			**12,768.56**		
S & S CONSTRUCTION				Remit to: **GRAND TERRACE** **CA**	
	6/25/2012	213278	9,900.00		
				INSTALL CONCRETE-CRC PROJECT	8,700.00
				INSTALL CONCRETE-CRC PROJECT	1,200.00
	Vendor Total		**9,900.00**		
FYTD for S & S CONSTRUCTION			**19,970.00**		

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SA ASSOCIATES				Remit to: **ARCADIA** **CA**	
	6/11/2012	885435	12,150.00		
				PROF CONSULTANT STAFFING SVCS	12,150.00
	Vendor Total		**12,150.00**		
FYTD for SA ASSOCIATES			**103,425.00**		
SABRE LIGHTING AND SIGNS				Remit to: **MORENO VALLEY** **CA**	
	6/4/2012	212999	351.97		
				STICKERS FOR FUEL DISP. TANKS	206.00
				INSTALLATION LABOR	130.00
				CA SALES TAX	15.97
	Vendor Total		**351.97**		
FYTD for SABRE LIGHTING AND SIGNS			**3,845.16**		
SAFEWAY SIGN CO.				Remit to: **ADELANTO** **CA**	
	6/28/2012	885620	3,175.72		
				TRAFFIC SIGNS/HARDWARE	2,391.60
				TRAFFIC SIGNS/HARDWARE	784.12
	Vendor Total		**3,175.72**		
FYTD for SAFEWAY SIGN CO.			**53,697.36**		
SAGE COLLEGE				Remit to: **MORENO VALLEY** **CA**	
	6/11/2012	213088	38.63		
				REFUND-DUP CITATION PYMNT	30.00
				REFUND-DUP CITATION PYMNT	8.63
	Vendor Total		**38.63**		
FYTD for SAGE COLLEGE			**38.63**		
SALMAN, CLAUDIA				Remit to: **MORENO VALLEY** **CA**	
	6/4/2012	213000	156.00		
				INSTRUCTOR SVCS-LATIN ZUMBA	36.00
				INSTRUCTOR SVCS-LATIN ZUMBA	120.00
	Vendor Total		**156.00**		
FYTD for SALMAN, CLAUDIA			**744.00**		
SCEC				Remit to: **ORANGE** **CA**	
	6/4/2012	213001	2,113.26		
				PERMIT SVCS-MORRISON PARK FS	2,113.26
	Vendor Total		**2,113.26**		
FYTD for SCEC			**2,113.26**		

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SCHIEFELBEIN, LORI C.				Remit to: **BULLHEAD CITY** **AZ**	
	6/4/2012	213002	637.46		
				RETIREE MED APR-MAY 12, PD JUN	637.46
	6/11/2012	213089	1,141.25		
				CONSULTANT SVCS-ROT. TOW PRGM	1,141.25
	6/28/2012	213397	318.73		
				RETIREE MED JUN 12, PD JUL 12	318.73
	Vendor Total		**2,097.44**		
FYTD for SCHIEFELBEIN, LORI C.			**14,421.00**		
SCHLOSS, JOSEPH				Remit to: **MORENO VALLEY** **CA**	
	6/28/2012	213398	200.00		
				REFUND-6/15/12 EVENT DEPOSIT	200.00
	Vendor Total		**200.00**		
FYTD for SCHLOSS, JOSEPH			**200.00**		
SCHUMAN, MICHAEL				Remit to: **RIVERSIDE** **CA**	
	6/4/2012	885387	318.73		
				RETIREE MED JUN '12	318.73
	6/28/2012	885621	318.73		
				RETIREE MED JUL '12	318.73
	Vendor Total		**637.46**		
FYTD for SCHUMAN, MICHAEL			**2,231.11**		
SEARS, MAURICE				Remit to: **MORENO VALLEY** **CA**	
	6/25/2012	213255	300.00		
				TEEN BAND-SOUND-JULY 4	300.00
	Vendor Total		**300.00**		
FYTD for SEARS, MAURICE			**300.00**		
SECTRAN SECURITY, INC				Remit to: **LOS ANGELES** **CA**	
	6/28/2012	213399	477.00		
				ARMORED TRANSPORT SVCS-UTILITY	159.00
				ARMORED TRANSPORT SVCS-PARKS	159.00
				ARMORED TRANSPORT SVCS-CASHIER	159.00
	Vendor Total		**477.00**		
FYTD for SECTRAN SECURITY, INC			**6,201.00**		
SECURITY & COMMUNICATIONS CONSULTING SVC				Remit to: **CLOVIS** **CA**	
	6/28/2012	885622	6,876.30		
				SVCS-CITYWIDE CAMERA SURV. SYS	6,876.30
	Vendor Total		**6,876.30**		
FYTD for SECURITY & COMMUNICATIONS CONSULTING SVC			**26,029.00**		

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SECURITY LOCK & KEY			Remit to: **YUCAIPA** **CA**	
6/4/2012	885388	62.50		
			LOCK REPAIR-FAIRWAY PARK	62.50
	Vendor Total	**62.50**		
FYTD for SECURITY LOCK & KEY		**6,571.62**		
SHARRETT, SHARON K.			Remit to: **ONTARIO** **CA**	
6/4/2012	213003	165.81		
			RETIREE MED JUN '12	165.81
6/28/2012	213400	165.81		
			RETIREE MED JUL '12	165.81
	Vendor Total	**331.62**		
FYTD for SHARRETT, SHARON K.		**2,206.47**		
SHEFFIELD FORECLOSURE RENOVATION			Remit to: **RIVERSIDE** **CA**	
6/4/2012	213004	4,139.94		
			FINAL REHAB COSTS-12209 NITA	4,139.94
6/25/2012	213256	5,098.84		
			FINAL REHAB COSTS-25241 TODD	5,098.84
6/28/2012	213401	11,176.56		
			PROPERTY REHAB-11757 MENTZELIA	11,176.56
	Vendor Total	**20,415.34**		
FYTD for SHEFFIELD FORECLOSURE RENOVATION		**257,839.53**		
SHELDON, STUART H.			Remit to: **MURRIETA** **CA**	
6/4/2012	213005	318.73		
			RETIREE MED JUN '12	318.73
6/28/2012	213402	318.73		
			RETIREE MED JUL '12	318.73
	Vendor Total	**637.46**		
FYTD for SHELDON, STUART H.		**4,143.49**		
SHELL OIL CO.			Remit to: **COLUMBUS** **OH**	
6/11/2012	213091	62.00		
			FUEL PURCHASE-PARKS	62.00
6/25/2012	213257	64.51		
			FUEL PURCHASES-PD SET	64.51
6/25/2012	213258	2,570.59		
			FUEL PURCHASES-PD MTRCYCLES	2,570.59
	Vendor Total	**2,697.10**		
FYTD for SHELL OIL CO.		**25,877.11**		

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SHOE 4 LESS				Remit to: **LOS ANGELES** **CA**	
	6/11/2012	213092	122.96		
				REFUND-BUS. LIC OVERPMT	122.96
	Vendor Total		**122.96**		
FYTD for SHOE 4 LESS			**122.96**		
SIMPLOT PARTNERS				Remit to: **LOS ANGELES** **CA**	
	6/11/2012	213093	4,280.69		
				FERTILIZER FOR CFD#1 PARKS	4,280.69
	Vendor Total		**4,280.69**		
FYTD for SIMPLOT PARTNERS			**9,636.73**		
SINGER & COFFIN, APC				Remit to: **IRVINE** **CA**	
	6/28/2012	885624	3,481.00		
				LEGAL SVCS	3,481.00
	Vendor Total		**3,481.00**		
FYTD for SINGER & COFFIN, APC			**28,106.70**		
SKY PUBLISHING				Remit to: **MORENO VALLEY** **CA**	
	6/18/2012	213170	840.00		
				SHOP MOVAL ADVERTISING/MAY 3-5	840.00
	Vendor Total		**840.00**		
FYTD for SKY PUBLISHING			**58,763.50**		
SKY TRAILS MOBILE VILLAGE				Remit to: **LOS ANGELES** **CA**	
	6/25/2012	885516	57.26		
				REFUND-EXEMPT UTIL. USER TAXES	57.26
	6/28/2012	885625	50.56		
				REFUND-EXEMPT UTIL. USER TAXES	50.56
	Vendor Total		**107.82**		
FYTD for SKY TRAILS MOBILE VILLAGE			**796.90**		
SLAGERMAN, SUSAN A.				Remit to: **MORENO VALLEY** **CA**	
	6/4/2012	885389	318.73		
				RETIREE MED APR 12, PD JUN 12	318.73
	6/28/2012	885626	637.46		
				RETIREE MED MAY-JUN 12, PD JUL	637.46
	Vendor Total		**956.19**		
FYTD for SLAGERMAN, SUSAN A.			**3,506.03**		

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SMITH FLOORS & INSTALLATIONS			Remit to: **RIVERSIDE** **CA**	
6/28/2012	885627	3,145.00		
			FURNISH/INSTALL CARPET-F.S.#91	3,145.00
	Vendor Total	**3,145.00**		
FYTD for SMITH FLOORS & INSTALLATIONS		**8,705.00**		
SMITH, ERNEST FRANK			Remit to: **FONTANA** **CA**	
6/28/2012	213404	1,912.38		
			RETIREE MED JAN-JUN 12, PD JUL	1,912.38
	Vendor Total	**1,912.38**		
FYTD for SMITH, ERNEST FRANK		**5,737.14**		
SMITH, MARIA A.			Remit to: **MORENO VALLEY** **CA**	
6/4/2012	885390	318.73		
			RETIREE MED JUN '12	318.73
6/28/2012	885628	318.73		
			RETIREE MED JUL '12	318.73
	Vendor Total	**637.46**		
FYTD for SMITH, MARIA A.		**4,143.49**		
SOCO GROUP, INC			Remit to: **PERRIS** **CA**	
6/11/2012	885436	15,621.76		
			FUEL PURCH-CITY VEHICLES/EQUIP	8,354.33
			FUEL PURCH-CITY VEHICLES/EQUIP	7,267.43
6/25/2012	885517	6,143.87		
			FUEL PURCH-CITY VEHICLES/EQUIP	6,143.87
6/28/2012	885629	13,489.92		
			FUEL PURCH-CITY VEHICLES/EQUIP	6,474.97
			FUEL PURCH-CITY VEHICLES/EQUIP	7,014.95
	Vendor Total	**35,255.55**		
FYTD for SOCO GROUP, INC		**392,375.50**		
SOSA, HUGO			Remit to: **ELK GROVE** **CA**	
6/25/2012	213259	330.00		
			INSTRUCTOR SVCS-KARATEDO CLASS	210.00
			INSTRUCTOR SVCS-KARATEDO CLASS	120.00
6/28/2012	213405	90.00		
			INSTRUCTOR SVCS-KARATEDO CLASS	90.00
	Vendor Total	**420.00**		
FYTD for SOSA, HUGO		**3,720.00**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTH COAST AIR QUALITY MGMT DISTRICT			Remit to: **DIAMOND BAR**	**CA**
6/18/2012	213171	633.87		
			ANNUAL OPERATING FEES-CITY YRD	91.90
			EMISSIONS FLAT FEE-CITY YARD	115.56
			ANNUAL OPERATING FEES-CITY HLL	310.85
			EMISSIONS FEE-CITY HLL GENERTR	115.56
	Vendor Total	**633.87**		
FYTD for SOUTH COAST AIR QUALITY MGMT DISTRICT		**12,718.50**		

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA EDISON			Remit to: **ROSEMEAD**	**CA**
6/4/2012	213006	5,313.70		
			ELECTRICITY	112.69
			ELECTRICITY	22.28
			ELECTRICITY	143.28
			ELECTRICITY	876.06
			ELECTRICITY	1,302.29
			ELECTRICITY	125.94
			ELECTRICITY	209.71
			ELECTRICITY	538.47
			ELECTRICITY	655.61
			ELECTRICITY	156.33
			ELECTRICITY	154.84
			ELECTRICITY	793.54
			ELECTRICITY	172.62
			ELECTRICITY	50.04
6/11/2012	213094	4,848.03		
			ELECTRICITY	69.94
			ELECTRICITY	127.93
			ELECTRICITY	23.01
			ELECTRICITY	1,072.88
			ELECTRICITY	791.60
			ELECTRICITY	1,007.64
			ELECTRICITY	336.46
			ELECTRICITY	397.51
			ELECTRICITY	62.53
			ELECTRICITY	25.00
			ELECTRICITY	664.95
			ELECTRICITY	93.91
			ELECTRICITY	98.90
			ELECTRICITY	75.77
6/11/2012	213095	15,380.43		
			RELOCATE ST LIGHTS-CACT./NASON	15,380.43
6/18/2012	213173	185.13		
			REABILITY SVC-DLAP_SCE_SEES_HV	185.13
6/25/2012	213260	243.21		
			UNMET CONTRACT OBLIGATION FEE	243.21
6/25/2012	213261	20,014.09		
			ELECTRICITY	200.50
			ELECTRICITY	28.23
			ELECTRICITY	24.62
			ELECTRICITY	4,923.66
			ELECTRICITY	784.05
			ELECTRICITY	2,742.02
			ELECTRICITY	18.56
			ELECTRICITY	774.40
			ELECTRICITY	2,098.56
			ELECTRICITY	1,181.90
			ELECTRICITY	41.14
			ELECTRICITY	3,164.56
			ELECTRICITY	30.96
			ELECTRICITY	198.29

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			ELECTRICITY	1,758.45
			ELECTRICITY	352.90
			ELECTRICITY	448.76
			ELECTRICITY	475.05
			ELECTRICITY	194.24
			ELECTRICITY	160.72
			ELECTRICITY	185.15
			ELECTRICITY	150.55
			ELECTRICITY	49.66
			ELECTRICITY	27.16
6/25/2012	213262	15,369.83		
			RELIABILITY SVC-DLAP_SCE_SEES_	174.95
			FERC CHRGS-ADDED FACILITIES	701.48
			ELECTRIC CHARGES	346.67
			FERC-115KV PROJ-13571 MOR. BCH	14,146.73
6/28/2012	213407	5,011.43		
			ELECTRICITY	96.70
			ELECTRICITY	35.13
			ELECTRICITY	24.87
			ELECTRICITY	69.99
			ELECTRICITY	23.52
			ELECTRICITY	135.43
			ELECTRICITY	1,127.47
			ELECTRICITY	980.33
			ELECTRICITY	173.66
			ELECTRICITY	256.49
			ELECTRICITY	1,071.42
			ELECTRICITY	144.53
			ELECTRICITY	643.92
			ELECTRICITY	167.66
			ELECTRICITY	60.31
	Vendor Total	**66,365.85**		

FYTD for SOUTHERN CALIFORNIA EDISON **3,533,737.68**

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SOUTHERN CALIFORNIA GAS CO.			Remit to: **MONTEREY PARK**	**CA**
6/18/2012	213174	3,194.56		
			GAS CHARGES	426.56
			GAS CHARGES	1,648.93
			GAS CHARGES	16.41
			GAS CHARGES	28.05
			GAS CHARGES	15.12
			GAS CHARGES	273.71
			GAS CHARGES	41.46
			GAS CHARGES	20.78
			GAS CHARGES	135.68
			GAS CHARGES	102.85
			GAS CHARGES	64.49
			GAS CHARGES	37.28
			GAS CHARGES	54.39
			GAS CHARGES	40.20
			GAS CHARGES	75.36
			GAS CHARGES	22.57
			GAS CHARGES	190.72
Vendor Total		**3,194.56**		
FYTD for SOUTHERN CALIFORNIA GAS CO.		**77,603.10**		
SPARKLETTS			Remit to: **DALLAS**	**TX**
6/4/2012	213007	39.76		
			WATER SERVICE-CREEKSIDE ELEM.	11.01
			WATER SERVICE-ARMADA ELEM.	28.75
6/25/2012	213263	4.50		
			WATER SERVICE-EMERG MGMT SVCS	4.50
6/28/2012	213408	5.00		
			WATER SERVICE-GOLF COURSE	5.00
Vendor Total		**49.26**		
FYTD for SPARKLETTS		**694.91**		
SPECIALIZED BUSINESS SYSTEMS, INC			Remit to: **LOS ANGELES**	**CA**
6/25/2012	213264	1,531.00		
			LEKTRIEVER SVC AGREEMNT	1,531.00
Vendor Total		**1,531.00**		
FYTD for SPECIALIZED BUSINESS SYSTEMS, INC		**1,531.00**		
SPECK, GARY B.			Remit to: **MORENO VALLEY**	**CA**
6/4/2012	885391	318.73		
			RETIREE MED JUN '12	318.73
6/28/2012	885630	318.73		
			RETIREE MED JUL '12	318.73
Vendor Total		**637.46**		
FYTD for SPECK, GARY B.		**4,143.49**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SPENCER, MARTHA				Remit to: **MORENO VALLEY** **CA**	
	6/4/2012	885392	225.99		
				RETIREE MED JUN '12	225.99
	6/28/2012	885631	225.99		
				RETIREE MED JUL '12	225.99
	Vendor Total		**451.98**		
FYTD for SPENCER, MARTHA			**2,961.21**		
SPRINT				Remit to: **KANSAS CITY** **MO**	
	6/4/2012	213008	30.00		
				SUBPOENA COMPLNCE SVCS FOR PD	30.00
	Vendor Total		**30.00**		
FYTD for SPRINT			**630.00**		
SPRINT/NEXTEL				Remit to: **CAROL STREAM** **IL**	
	6/4/2012	885393	73.81		
				CELL PHONE SVCS-GANG TASK FRC	73.81
	6/18/2012	885480	643.23		
				CELL PHONE SVCS-GANG TASK FRC	643.23
	Vendor Total		**717.04**		
FYTD for SPRINT/NEXTEL			**7,763.51**		
STANDARD INSURANCE CO				Remit to: **PORTLAND** **OR**	
	6/11/2012	213097	1,775.12		
				SUPPLEMENTAL INSURANCE	1,775.12
	Vendor Total		**1,775.12**		
FYTD for STANDARD INSURANCE CO			**356,737.31**		
STANLEY CONVERGENT SECURITY SOLUTNS, INC				Remit to: **RIVERSIDE** **CA**	
	6/4/2012	885394	179.35		
				MONITORING SVCS-PARK SNCK BARS	179.35
	Vendor Total		**179.35**		
FYTD for STANLEY CONVERGENT SECURITY SOLUTNS, INC			**25,382.93**		
STATE BOARD OF EQUALIZATION				Remit to: **SACRAMENTO** **CA**	
	6/22/2012	53112	1,977.00		
				SALES & USE TAX 5/1-6/15/12	1,977.00
	Vendor Total		**1,977.00**		
FYTD for STATE BOARD OF EQUALIZATION			**62,641.79**		

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STATE DISBURSEMENT UNIT			Remit to: **WEST SACRAMENTO CA**	
6/4/2012	213009	27.00		
			CS#0650464971-01/0650613537-01	27.00
6/14/2012	3092	2,137.96		
			CHILD SUPPORT W/H 6/14/12	2,137.96
6/28/2012	3100	2,194.99		
			CHILD SUPPORT W/H 6/28/12	2,194.99
6/28/2012	213409	54.00		
			CS#0650464971-01/0650613537-01	54.00
6/28/2012	213410	165.00		
			CASE 200000000199597-J. COSEY	165.00
	Vendor Total	**4,578.95**		
FYTD for STATE DISBURSEMENT UNIT		**56,825.53**		
STATE OF CALIFORNIA DEPT OF FISH & GAME			Remit to: **ONTARIO CA**	
6/4/2012	213010	168.00		
			SAA MINOR AMENDMENT FEE	168.00
	Vendor Total	**168.00**		
FYTD for STATE OF CALIFORNIA DEPT OF FISH & GAME		**168.00**		
STATE OF CALIFORNIA DEPT. OF CONSUMER AF			Remit to: **SACRAMENTO CA**	
6/4/2012	213011	125.00		
			M. LAZARUS-PROF LIC. RENEWAL	125.00
	Vendor Total	**125.00**		
FYTD for STATE OF CALIFORNIA DEPT. OF CONSUMER AF		**875.00**		
STATE OF CALIFORNIA DEPT. OF JUSTICE			Remit to: **SACRAMENTO CA**	
6/4/2012	213012	4,062.00		
			BLOOD ALCOHOL ANALYSIS FOR PD	980.00
			FINGERPRINTING SVCS-PD	2,666.00
			FINGERPRINTING SVCS-PARKS	96.00
			FINGERPRINTING SVCS-PD	32.00
			FINGERPRINTING SVCS-HUM. RES.	288.00
6/18/2012	213175	35.00		
			BLOOD ALCOHOL ANALYSIS FOR PD	35.00
6/28/2012	213411	3,266.00		
			FINGERPRINTING SVCS-PD	3,266.00
	Vendor Total	**7,363.00**		
FYTD for STATE OF CALIFORNIA DEPT. OF JUSTICE		**59,396.00**		

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STATE OF CALIFORNIA/DEPT OF COM SVCS&DEV			Remit to: **SACRAMENTO** **CA**	
6/11/2012	213099	473.83		
			REFUND-MVU/EDUARDO TORRES	138.05
			REFUND-MVU/KESHANNA PERKINS	131.18
			REFUND-MVU/VANESSA ARROYO	204.60
6/25/2012	213265	394.70		
			REFUND-MVU/APRIL A. ARROYO	371.45
			REFUND-MVU/PATRICK E. O'BRIEN	23.25
	Vendor Total	**868.53**		
FYTD for STATE OF CALIFORNIA/DEPT OF COM SVCS&DEV		**2,638.23**		
STENO SOLUTIONS TRANSCRIPTION SVCS., IN			Remit to: **CORONA** **CA**	
6/18/2012	213176	2,920.64		
			DICTATION & TRANSCRIPTION SVCS	2,920.64
	Vendor Total	**2,920.64**		
FYTD for STENO SOLUTIONS TRANSCRIPTION SVCS., IN		**24,436.96**		
STEWART, CLIFFORD			Remit to: **GLENDALE** **AZ**	
6/4/2012	885395	271.44		
			RETIREE MED JUN '12	271.44
6/28/2012	885632	271.44		
			RETIREE MED JUL '12	271.44
	Vendor Total	**542.88**		
FYTD for STEWART, CLIFFORD		**3,507.36**		
STK ARCHITECTURE, INC.			Remit to: **TEMECULA** **CA**	
6/18/2012	885482	2,299.57		
			ANNEX #1 RE-DESIGN/RENOV. PROJ	2,293.41
			ANNEX #1 RE-DESIGN/RENOV. PROJ	0.20
			ANNEX #1 RE-DESIGN/RENOV. PROJ	5.96
	Vendor Total	**2,299.57**		
FYTD for STK ARCHITECTURE, INC.		**356,946.16**		
STRICKLER ASSOCIATION, THE			Remit to: **SAN BERNARDINO** **CA**	
6/25/2012	885519	4,810.00		
			CONSULTING SVCS-NGHBRHOOD PRGM	4,810.00
	Vendor Total	**4,810.00**		
FYTD for STRICKLER ASSOCIATION, THE		**42,428.75**		

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STRICKLER II, JOHN W.				Remit to: **SAN BERNARDINO** **CA**	
	6/4/2012	885396	318.73		
				RETIREE MED JUN '12	318.73
	6/28/2012	885633	318.73		
				RETIREE MED JUL '12	318.73
	Vendor Total		**637.46**		
FYTD for STRICKLER II, JOHN W.			**4,143.49**		
STROM, BONNIE				Remit to: **COLTON** **CA**	
	6/4/2012	885397	1,582.00		
				RETIREE MED JAN '11 - April "1	1,582.00
	Vendor Total		**1,582.00**		
FYTD for STROM, BONNIE			**1,582.00**		
STUDIO 33 PRODUCTIONS				Remit to: **COLTON** **CA**	
	6/28/2012	213413	7,017.50		
				DEPOSIT-JULY 4TH EVENT EQUIPMT	7,017.50
	6/28/2012	213414	350.00		
				JUDGING PLATFORM FOR JULY 4TH	350.00
	6/28/2012	213415	7,017.50		
				BAL DUE-JULY 4TH EVENT EQUIPMT	7,017.50
	Vendor Total		**14,385.00**		
FYTD for STUDIO 33 PRODUCTIONS			**14,385.00**		
SUNNYMEAD ACE HARDWARE				Remit to: **MORENO VALLEY** **CA**	
	6/18/2012	213177	16.67		
				MISC SUPPLIES-FIRE DEPT	16.67
	6/25/2012	213266	37.68		
				MISC SUPPLIES-FIRE DEPT	37.68
	Vendor Total		**54.35**		
FYTD for SUNNYMEAD ACE HARDWARE			**1,561.88**		
SUNNYMEAD ANIMAL HOSPITAL				Remit to: **MORENO VALLEY** **CA**	
	6/18/2012	213178	686.80		
				PHYSICAL EXAMS/VACC-K9-OZZIE	102.00
				PHYSICAL EXAMS/MEDS-K9-IVAN	285.36
				VACCINATION FEE-K9-IVAN	10.00
				HEATWORM TREATMENT-K-9-IVAN	25.00
				FLEA CONTROL FEE-K-9-IVAN	193.95
				HEARTGARD FEE-K-9-IVAN	70.49
	Vendor Total		**686.80**		
FYTD for SUNNYMEAD ANIMAL HOSPITAL			**735.50**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SUPERIOR TOWING INC			Remit to: **MORENO VALLEY** **CA**	
6/4/2012	213013	450.00		
			TOWING SVCS FOR PD-MV101960162	450.00
	Vendor Total	**450.00**		
FYTD for SUPERIOR TOWING INC		**450.00**		
SUTTON, RODRICK			Remit to: **MORENO VALLEY** **CA**	
6/28/2012	213416	49.60		
			REFUND FOR T-BALL	49.60
	Vendor Total	**49.60**		
FYTD for SUTTON, RODRICK		**49.60**		
SWAUNCY, SHERMAN			Remit to: **MORENO VALLEY** **CA**	
6/18/2012	213179	75.00		
			REFUND-SPAY/NEUTER DEPOSIT	75.00
	Vendor Total	**75.00**		
FYTD for SWAUNCY, SHERMAN		**75.00**		
T-34 HERITAGE FOUNDATION, INC			Remit to: **ALISO VIEJO** **CA**	
6/18/2012	213180	500.00		
			MEMORIAL DAY FLYOVER	500.00
	Vendor Total	**500.00**		
FYTD for T-34 HERITAGE FOUNDATION, INC		**1,250.00**		
TAPCO, INC.			Remit to: **BROWN DEER** **WI**	
6/18/2012	213181	11,399.52		
			3670-00010 RETRO REFLECTOMETER	9,229.60
			3670-00002 REMOTE CONTROL	1,350.00
			SALES TAX @ 7.75%	819.92
	Vendor Total	**11,399.52**		
FYTD for TAPCO, INC.		**11,399.52**		
TARGET SPECIALTY PRODUCTS			Remit to: **SANTA FE SPRINGS** **CA**	
6/11/2012	885438	5,006.50		
			ROUNDUP PROMAX HERBICIDE	4,993.50
			ROUNDUP PROMAX HERBICIDE	13.00
	Vendor Total	**5,006.50**		
FYTD for TARGET SPECIALTY PRODUCTS		**10,013.00**		
TAX COMPLIANCE SERVICES			Remit to: **THOUSAND OAKS** **CA**	
6/25/2012	213267	5,000.00		
			UUT COMPLIANCE & AUDIT SVCS	5,000.00
	Vendor Total	**5,000.00**		
FYTD for TAX COMPLIANCE SERVICES		**67,500.00**		

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TAYLOR, STEVE				Remit to: **MORENO VALLEY** **CA**	
	6/28/2012	213418	150.00		
				REFUND-EVENT DEPOSIT LESS 2 HR	150.00
	Vendor Total		**150.00**		
FYTD for TAYLOR, STEVE			**150.00**		
TAYLOR'S APPLIANCE				Remit to: **RIVERSIDE** **CA**	
	6/18/2012	213182	329.78		
				GAS RANGE REPAIR-FIRE STN #58	84.00
				GAS RANGE REPAIR-FIRE STN #58	89.04
				GAS RANGE REPAIR-FIRE STN #58	156.74
	Vendor Total		**329.78**		
FYTD for TAYLOR'S APPLIANCE			**932.69**		
TERRELL, ZARA				Remit to: **MORENO VALLEY** **CA**	
	6/18/2012	213183	1,500.00		
				TUITION FEE REIMBURSEMENT	1,500.00
	Vendor Total		**1,500.00**		
FYTD for TERRELL, ZARA			**1,500.00**		
THOMPSON COBURN LLP				Remit to: **WASHINGTON** **DC**	
	6/28/2012	885634	67.00		
				LEGAL SVCS FOR MVU	67.00
	Vendor Total		**67.00**		
FYTD for THOMPSON COBURN LLP			**19,998.77**		
THOMPSON, MICHAEL				Remit to: **MORENO VALLEY** **CA**	
	6/28/2012	213420	750.00		
				REFUND-6/9/12 EVENT DEPOSIT	750.00
	Vendor Total		**750.00**		
FYTD for THOMPSON, MICHAEL			**750.00**		
THOMSON REUTERS INC				Remit to: **ENCINO** **CA**	
	6/4/2012	213015	176.72		
				LEGAL PUBLICATIONS SUBSCRPTNS	176.72
	6/28/2012	213421	741.35		
				LEGAL PUBLICATIONS SUBSCRPTNS	741.35
	Vendor Total		**918.07**		
FYTD for THOMSON REUTERS INC			**6,732.40**		

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TIMOTHY KRANTZ ENVIRONMENTAL CONSULTING			Remit to: **REDLANDS** **CA**	
6/18/2012	885483	13,950.00		
			PEER REVIEW-WORLD LOGISTIC CTR	13,950.00
	Vendor Total	**13,950.00**		
FYTD for TIMOTHY KRANTZ ENVIRONMENTAL CONSULTING		**36,240.00**		
T-MOBILE USA			Remit to: **SEATTLE** **WA**	
6/4/2012	213014	400.00		
			E911 LOCATOR TOOL SVCS FOR PD	400.00
6/28/2012	213417	700.00		
			E911 LOCATOR TOOL SVCS FOR PD	400.00
			E911 LOCATOR TOOL SVCS FOR PD	300.00
	Vendor Total	**1,100.00**		
FYTD for T-MOBILE USA		**2,100.00**		
TORRES, ERICKA			Remit to: **MORENO VALLEY** **CA**	
6/4/2012	213017	300.00		
			REFUND-5/12/12 RENTAL DEPOSIT	300.00
	Vendor Total	**300.00**		
FYTD for TORRES, ERICKA		**300.00**		
TORRES, MARIA			Remit to: **MORENO VALLEY** **CA**	
6/25/2012	213268	675.00		
			REFUND-6/2/12 EVENT DEPOSIT	675.00
	Vendor Total	**675.00**		
FYTD for TORRES, MARIA		**675.00**		
TR DESIGN GROUP, INC.			Remit to: **RIVERSIDE** **CA**	
6/25/2012	885520	9,865.00		
			TRANSP MGMT CTR PROJ SVCS	9,865.00
6/28/2012	885635	4,000.00		
			PSB CONVERSION PROJ-PHASE II	1,500.00
			PSB CONVERSION PROJ-PHASE II	2,500.00
	Vendor Total	**13,865.00**		
FYTD for TR DESIGN GROUP, INC.		**70,107.00**		

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TREMCO INCORPORATED			Remit to: **RIVERSIDE** **CA**	
6/11/2012	213100	22,803.00		
			TREMCARE GOLD ROOF MAINT-MFPCC	2,344.00
			TREMCARE GOLD ROOF MAINT-CH	1,628.00
			TREMCARE GOLD ROOF MAINT-PSB	3,358.00
			TREMCARE GOLD ROOF MAINT-SC	3,306.00
			TREMCARE GOLD ROOF MAINT-AS	2,656.00
			TREMCARE GOLD ROOF MAINT-LIBR	2,914.00
			TREMCARE GOLD ROOF MAINT-FS#6	1,241.00
			TREMCARE GOLD ROOF MAINT-FS#65	1,346.00
			TREMCARE GOLD ROOF MAINT-CRC	4,010.00
	Vendor Total	**22,803.00**		
FYTD for TREMCO INCORPORATED		**22,803.00**		
TRICHE, TARA			Remit to: **MORENO VALLEY** **CA**	
6/25/2012	213269	2,419.80		
			INSTRUCTOR SVCS-BALLET INTERMD	88.80
			INSTRUCTOR SVCS-BALLET	222.00
			INSTRUCTOR SVCS-BALLET/ACRO	288.60
			INSTRUCTOR SVCS-DANCE EXPLOR.	222.00
			INSTRUCTOR SVCS-DANCE EXPLOR.	269.20
			INSTRUCTOR SVCS-DANCE EXPLOR.	108.20
			INSTRUCTOR SVCS-DANCE EXPLOR.	333.00
			INSTRUCTOR SVCS-DANCE EXPLOR.	155.40
			INSTRUCTOR SVCS-DANCE EXPLOR.	333.00
			INSTRUCTOR SVCS-HIP HOP DANCE	399.60
	Vendor Total	**2,419.80**		
FYTD for TRICHE, TARA		**26,329.20**		
TRI-CITY LINEN SUPPLY, INC.			Remit to: **RIVERSIDE** **CA**	
6/4/2012	885398	73.83		
			LINEN RENTAL FOR CRC	25.00
			LINEN RNTL FOR EVENT-CTR#20596	48.83
6/11/2012	885439	50.00		
			LINEN RENTAL FOR CRC	25.00
			LINEN RENTAL FOR CRC	25.00
6/18/2012	885484	104.50		
			LINEN RENTAL-CRC 6/1-5/12 EVNT	79.50
			LINEN RENTAL FOR CRC	25.00
6/25/2012	885521	25.00		
			LINEN RENTAL FOR CRC	25.00
6/28/2012	885636	134.15		
			LINEN RENTAL FOR CRC	25.00
			LINEN RENTAL FOR CRC	25.00
			LINEN RNTL FOR EVENT-CTR#21627	45.00
			LINEN RNTL FOR EVENT-CTR#21884	39.15
	Vendor Total	**387.48**		
FYTD for TRI-CITY LINEN SUPPLY, INC.		**2,212.21**		

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TRINITY DIVERSIFIED, INC.			Remit to: **LONG BEACH** **CA**	
6/28/2012	213423	501.14		
			STRIPING/STENCIL TRCK SUPPLIES	501.14
	Vendor Total	**501.14**		
FYTD for TRINITY DIVERSIFIED, INC.		**950.42**		
TROPICAL PLAZA NURSERY, INC.			Remit to: **VILLA PARK** **CA**	
6/11/2012	213101	6,248.50		
			LANDSCAPE MAINT-ZONE E-2	6,086.12
			IRRIGATION REPAIRS-ZONE E-2	162.38
6/18/2012	213185	227.24		
			IRRIGATION REPAIRS-ZONE E-2	227.24
	Vendor Total	**6,475.74**		
FYTD for TROPICAL PLAZA NURSERY, INC.		**116,799.72**		
TRUGREEN LANDCARE			Remit to: **RIVERSIDE** **CA**	
6/4/2012	885399	8,445.86		
			LANDSCAPE MAINT-ZONE E-4	7,980.86
			LANDSCAPE MAINT-ZONE E-4A	465.00
	Vendor Total	**8,445.86**		
FYTD for TRUGREEN LANDCARE		**310,948.57**		
TUNTLAND, JAMES			Remit to: **PRESCOTT** **AZ**	
6/4/2012	885400	271.44		
			RETIREE MED JUN '12	271.44
6/28/2012	885638	271.44		
			RETIREE MED JUL '12	271.44
	Vendor Total	**542.88**		
FYTD for TUNTLAND, JAMES		**3,507.36**		
TWRITE, INC.			Remit to: **RIVERSIDE** **CA**	
6/11/2012	213102	14,275.50		
			CITY WEBSITE MAINT.	5,860.50
			CITY WEBSITE MAINT.	8,415.00
	Vendor Total	**14,275.50**		
FYTD for TWRITE, INC.		**24,679.50**		
U.S. POSTAL SERVICE			Remit to: **MORENO VALLEY** **CA**	
6/28/2012	213424	8,000.00		
			PERMIT #153-REC GUIDE POSTAGE	8,000.00
	Vendor Total	**8,000.00**		
FYTD for U.S. POSTAL SERVICE		**35,795.00**		

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UNDERGROUND SERVICE ALERT			Remit to: **CORONA**	**CA**
6/25/2012	885522	496.50		
			DIGALERT TICKETS SUBSCRPTN SVC	107.38
			DIGALERT TICKETS SUBSCRPTN SVC	16.74
			DIGALERT TICKETS SUBSCRPTN SVC	107.37
			DIGALERT TICKETS SUBSCRPTN SVC	16.76
			DIGALERT TICKETS SUBSCRPTN SVC	124.12
			DIGALERT TICKETS SUBSCRPTN SVC	124.13
	Vendor Total	**496.50**		
FYTD for UNDERGROUND SERVICE ALERT		**6,550.50**		
UNION BANK OF CALIFORNIA			Remit to: **SAN DIEGO**	**CA**
6/4/2012	213018	298.00		
			INVESTMENT SAFEKEEPING SVCS	298.00
6/28/2012	213425	291.67		
			INVESTMENT SAFEKEEPING SVCS	291.67
	Vendor Total	**589.67**		
FYTD for UNION BANK OF CALIFORNIA		**3,798.04**		
UNITED INSPECTION & TESTING INC			Remit to: **MORENO VALLEY**	**CA**
6/11/2012	885440	5,489.50		
			IRONWOOD AVE IMPRVMNTS PROJ	5,489.50
6/25/2012	885523	17,995.00		
			IRONWOOD AVE IMPRVMNTS PROJ	6,718.50
			IRONWOOD AVE IMPRVMNTS PROJ	11,276.50
6/28/2012	885639	2,081.00		
			AUTO MALL STREET IMPRVMNT PROJ	2,081.00
	Vendor Total	**25,565.50**		
FYTD for UNITED INSPECTION & TESTING INC		**32,856.50**		
UNITED POWER GENERATION, INC.			Remit to: **RIVERSIDE**	**CA**
6/25/2012	213270	3,220.26		
			EMERG GENERATOR REPAIRS-C HALL	878.30
			EMERG GENERATOR REPAIRS-C HALL	878.29
			EMERG GENERATOR REPAIRS-C HALL	878.29
			EMERG GENERATOR REPAIRS-FS #91	585.38
	Vendor Total	**3,220.26**		
FYTD for UNITED POWER GENERATION, INC.		**14,950.84**		

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UNITED ROTARY BRUSH CORP			Remit to: **ESCONDIDO** **CA**	
6/11/2012	885441	3,292.07		
			BROOM KITS FOR ST. SWEEPERS	633.08
			PARTS FOR ST. SWEEPERS	2,658.99
6/25/2012	885524	438.26		
			BROOM KITS FOR ST. SWEEPERS	406.57
			PART FOR ST. SWEEPER	31.69
6/28/2012	885640	339.77		
			BROOM KITS FOR ST. SWEEPERS	339.77
	Vendor Total	**4,070.10**		
FYTD for UNITED ROTARY BRUSH CORP		**40,838.89**		
UNITED SITE SERVICES OF CA, INC.			Remit to: **EL MONTE** **CA**	
6/4/2012	885401	106.40		
			FENCE RENTAL-ANIMAL SHELTER	86.00
			FENCE RENTAL-ANIMAL SHELTER	20.40
6/11/2012	885442	106.40		
			FENCE RENTAL-ANIMAL SHELTER	106.40
	Vendor Total	**212.80**		
FYTD for UNITED SITE SERVICES OF CA, INC.		**1,534.19**		
UNITED STATES TREASURY			Remit to: **CINCINNATI** **OH**	
6/4/2012	213019	95.64		
			PAYROLL DEDUCTION AGREEMENT	95.64
	Vendor Total	**95.64**		
FYTD for UNITED STATES TREASURY		**2,371.81**		
UNITED WAY OF INLAND VALLEYS			Remit to: **RIVERSIDE** **CA**	
6/4/2012	213020	335.00		
			UNITED WAY CONTRIBUTIONS	335.00
6/18/2012	213186	335.00		
			UNITED WAY CONTRIBUTIONS	335.00
6/28/2012	213426	335.00		
				335.00
	Vendor Total	**1,005.00**		
FYTD for UNITED WAY OF INLAND VALLEYS		**11,192.66**		
USA MOBILITY/ARCH WIRELESS			Remit to: **ALEXANDRIA** **VA**	
6/25/2012	885525	35.69		
			PAGER SVC FOR PARK RANGERS	1.69
			PAGER SVC FOR TRANSP. DIV	4.59
			PAGER SVC FOR ANIMAL SVCS	29.41
	Vendor Total	**35.69**		
FYTD for USA MOBILITY/ARCH WIRELESS		**430.87**		

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VA CONSULTING, INC.				Remit to: **IRVINE** **CA**	
	6/11/2012	885443	2,214.16		
				HEACOCK ST BRIDGE RPLCMNT PROJ	2,214.16
	6/25/2012	885526	6,522.53		
				AUTO MALL ST. IMPRVMNTS PROJ	2,491.50
				AUTO MALL ST. IMPRVMNTS PROJ	2,266.75
				HEACOCK ST BRIDGE RPLCMNT PROJ	1,764.28
	6/28/2012	885641	3,069.75		
				AUTO MALL ST. IMPRVMNTS PROJ	1,168.50
				AUTO MALL ST. IMPRVMNTS PROJ	1,901.25
	Vendor Total		**11,806.44**		
FYTD for VA CONSULTING, INC.			**46,017.98**		

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VACATE TERMITE & PEST ELIMINATION CO.			Remit to: **MORENO VALLEY**	**CA**
6/11/2012	885444	1,350.00		
			RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			RODENT CNTRL-ELECTR UTIL SUBST	40.00
			PEST CNTRL-FIRE ST #48	45.00
			PEST CNTRL-TOWNGATE COMM. CTR	45.00
			PEST CNTRL-FIRE ST #65	45.00
			PEST CNTRL-FIRE ST #6	45.00
			PEST CNTRL-UTILITY FIELD OFF.	45.00
			PEST CNTRL-LIBRARY	55.00
			PEST CNTRL-FIRE ST #58	45.00
			PEST CNTRL-SENIOR CTR	55.00
			PEST CNTRL-FIRE ST #2	45.00
			PEST CNTRL-FIRE ST #91	45.00
			RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			RODENT CNTRL-ELECTR UTIL SUBST	40.00
			PEST CNTRL-CITY YARD	115.00
			PEST CNTRL-CITY HALL	75.00
			PEST CNTRL-PUB SAFETY BLDG	75.00
			PEST CNTRL-EOC	55.00
			PEST CNTRL-CONF & REC CTR	75.00
			PEST CNTRL-MARCH FLD PRK C.C.	45.00
			PEST CNTRL-TRANSP. TRAILER	45.00
			PEST CNTRL-ANNEX BLDG 1	55.00
			PEST CNTRL-ANIMAL SHELTER	115.00
			PEST CNTRL-MARB ASES BLDG	45.00
6/28/2012	885642	1,125.00		
			PEST CNTRL-FIRE ST #48	45.00
			PEST CNTRL-TOWNGATE COMM. CTR	45.00
			PEST CNTRL-FIRE ST #65	45.00
			PEST CNTRL-FIRE ST #6	45.00
			PEST CNTRL-UTILITY FIELD OFF.	45.00
			PEST CNTRL-LIBRARY	55.00
			PEST CNTRL-FIRE ST #58	45.00
			PEST CNTRL-SENIOR CTR	55.00
			PEST CNTRL-FIRE ST #2	45.00
			PEST CNTRL-FIRE ST #91	45.00
			PEST CNTRL-EOC	55.00
			PEST CNTRL-CITY HALL	75.00
			PEST CNTRL-CONF & REC CTR	75.00
			PEST CNTRL-PUB SAFETY BLDG	75.00
			PEST CNTRL-CITY YARD	115.00
			PEST CNTRL-ANNEX BLDG 1	55.00
			PEST CNTRL-ANIMAL SHELTER	115.00
			PEST CNTRL-MARCH FLD PRK C.C.	45.00
			PEST CNTRL-TRANSP. TRAILER	45.00
	Vendor Total	**2,475.00**		
FYTD for VACATE TERMITE & PEST ELIMINATION CO.		**20,825.00**		

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VAL VERDE UNIFIED SCHOOL DISTRICT			Remit to: **PERRIS** **CA**	
6/28/2012	213427	1,387.00		
			T-SHIRTS FOR JULY 4TH EVENT	1,375.00
			FILM CHARGE	12.00
	Vendor Total	**1,387.00**		
FYTD for VAL VERDE UNIFIED SCHOOL DISTRICT		**1,417.00**		
VALI COOPER & ASSOCIATES, INC.			Remit to: **POINT RICHMOND** **CA**	
6/4/2012	885402	9,380.00		
			PROF CONSULTANT STAFFING SVCS	9,380.00
	Vendor Total	**9,380.00**		
FYTD for VALI COOPER & ASSOCIATES, INC.		**96,372.50**		
VARIABLE SPEEDS SOLUTIONS INC			Remit to: **HUNTINGTON BEACH** **CA**	
6/4/2012	213021	2,214.86		
			PUMP REPAIR-ZONE E-1	2,214.86
	Vendor Total	**2,214.86**		
FYTD for VARIABLE SPEEDS SOLUTIONS INC		**8,567.76**		
VAS ASSOCIATES, INC.			Remit to: **CORONA** **CA**	
6/28/2012	885643	21,960.00		
			PROF CONSULTANT STAFFING SVCS	21,960.00
	Vendor Total	**21,960.00**		
FYTD for VAS ASSOCIATES, INC.		**226,920.00**		
VAVRINEK, TRINE, DAY & CO., LLP			Remit to: **SACRAMENTO** **CA**	
6/11/2012	213103	2,030.00		
			CONSULTANT ACCOUNTING SVCS	2,030.00
6/28/2012	213428	1,450.00		
			CONSULTANT ACCOUNTING SVCS	1,450.00
	Vendor Total	**3,480.00**		
FYTD for VAVRINEK, TRINE, DAY & CO., LLP		**61,110.00**		
VERIZON			Remit to: **TRENTON** **NJ**	
6/25/2012	213271	1,773.35		
			BACKBONE COMMUN. CHARGES	1,773.35
	Vendor Total	**1,773.35**		
FYTD for VERIZON		**21,034.63**		

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VERIZON WIRELESS				Remit to: **DALLAS** **TX**	
	6/11/2012	213104	163.37		
				CELLULAR SVC-PD TICKET WRITERS	163.37
	6/28/2012	213429	168.60		
				CELLULAR SVC-PD TICKET WRITERS	168.60
	Vendor Total		**331.97**		
FYTD for VERIZON WIRELESS			**661.93**		
VICTOR MEDICAL CO				Remit to: **LAKE FOREST** **CA**	
	6/18/2012	213187	149.93		
				ANIMAL MEDICAL SUPPLIES	149.93
	Vendor Total		**149.93**		
FYTD for VICTOR MEDICAL CO			**21,725.67**		
VIGIL, ERNEST				Remit to: **MORENO VALLEY** **CA**	
	6/4/2012	885403	318.73		
				RETIREE MED JUN '12	318.73
	6/28/2012	885644	318.73		
				RETIREE MED JUL '12	318.73
	Vendor Total		**637.46**		
FYTD for VIGIL, ERNEST			**4,143.49**		
VILLEGAS, MARISELA				Remit to: **MORENO VALLEY** **CA**	
	6/28/2012	213430	34.50		
				REFUND-CHILDS PLACE GRANT PGRM	34.50
	Vendor Total		**34.50**		
FYTD for VILLEGAS, MARISELA			**34.50**		
VISION SERVICE PLAN				Remit to: **SAN FRANCISCO** **CA**	
	6/4/2012	885404	3,913.69		
				EMPLOYEE VISION INSURANCE	3,913.69
	Vendor Total		**3,913.69**		
FYTD for VISION SERVICE PLAN			**47,183.58**		
VISTA PAINT CORPORATION				Remit to: **MORENO VALLEY** **CA**	
	6/4/2012	213022	9,789.99		
				TRAFFIC PAINT	9,789.99
	Vendor Total		**9,789.99**		
FYTD for VISTA PAINT CORPORATION			**20,131.76**		

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VOYAGER FLEET SYSTEM, INC.			Remit to: **HOUSTON**	**TX**
6/18/2012	885485	1,828.48		
			CNG FUEL PURCHASES	30.36
			CNG FUEL PURCHASES	1,385.19
			CNG FUEL PURCHASES	412.93
	Vendor Total	**1,828.48**		
FYTD for VOYAGER FLEET SYSTEM, INC.		**26,839.54**		
VULCAN MATERIALS CO, INC.			Remit to: **SAN BERNARDINO**	**CA**
6/18/2012	213188	5,072.75		
			ASPHALTIC MATERIALS	3,064.41
			ASPHALTIC MATERIALS	111.33
			ASPHALTIC MATERIALS	109.19
			ASPHALTIC MATERIALS	1,296.91
			ASPHALTIC MATERIALS	380.29
			ASPHALTIC MATERIALS	110.62
6/28/2012	213431	656.22		
			ASPHALTIC MATERIALS	110.62
			ASPHALTIC MATERIALS	144.05
			ASPHALTIC MATERIALS	146.17
			ASPHALTIC MATERIALS	110.62
			ASPHALTIC MATERIALS	144.76
	Vendor Total	**5,728.97**		
FYTD for VULCAN MATERIALS CO, INC.		**31,990.47**		
WAGGONER JR., GLENN C.			Remit to: **MORENO VALLEY**	**CA**
6/4/2012	885405	276.58		
			RETIREE MED MAY 12, PD JUN 12	276.58
6/28/2012	885645	276.58		
			RETIREE MED JUN 12, PD JUL 12	276.58
	Vendor Total	**553.16**		
FYTD for WAGGONER JR., GLENN C.		**3,446.10**		
WAGNER, GARY D.			Remit to: **MORENO VALLEY**	**CA**
6/4/2012	885406	318.73		
			RETIREE MED JUN '12	318.73
6/28/2012	885646	318.73		
			RETIREE MED JUL '12	318.73
	Vendor Total	**637.46**		
FYTD for WAGNER, GARY D.		**4,143.49**		

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WAGONER, ROBERT				Remit to: **ZEPHYRHILLS** **FL**	
	6/28/2012	885647	362.80		
				RETIREE MED JUN-AUG 12, PD JUL	362.80
	Vendor Total		**362.80**		
FYTD for WAGONER, ROBERT			**2,527.60**		
WAGY, CARYLON				Remit to: **MORENO VALLEY** **CA**	
	6/4/2012	213023	318.73		
				RETIREE MED MAY 12, PD JUN 12	318.73
	6/28/2012	213432	318.73		
				RETIREE MED JUN 12, PD JUL 12	318.73
	Vendor Total		**637.46**		
FYTD for WAGY, CARYLON			**4,462.22**		
WALTERS, SUZANNE				Remit to: **CHINO HILLS** **CA**	
	6/4/2012	213024	75.00		
				REFUND-SPAY/NEUTER DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for WALTERS, SUZANNE			**75.00**		
WASTE MANAGEMENT OF THE INLAND EMPIRE				Remit to: **PHOENIX** **AZ**	
	6/18/2012	213189	496.74		
				ROLL-OFF STORAGE BIN RENTALS	496.74
	Vendor Total		**496.74**		
FYTD for WASTE MANAGEMENT OF THE INLAND EMPIRE			**11,138.06**		
WEST				Remit to: **SAINT PAUL** **MN**	
	6/28/2012	213434	677.10		
				AUTO TRACK SVCS-PD	534.71
				AUTO TRACK SVCS-PD	142.39
	Vendor Total		**677.10**		
FYTD for WEST			**7,142.39**		

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WEST COAST ARBORISTS, INC.				Remit to: **ANAHEIM** **CA**	
	6/4/2012	885407	18,410.00		
				TREE TRIMMING SVCS-PARKS	16,970.00
				EMERG. TREE TRIM/REMOVAL	1,440.00
	6/11/2012	885445	6,545.00		
				TREE TRIMMING SVCS-ZONE DSG-1	1,155.00
				TREE REMOVAL SVCS-ZONE DSG-1	525.00
				TREE TRIMMING SVCS-ZONE DSG-1	2,240.00
				TREE REMOVAL SVCS-ZONE DSG-1	2,625.00
	6/18/2012	885486	12,680.00		
				TREE INSTALLATION SVCS-ZONE E3	3,650.00
				TREE TRIMMING/RMVL-ZONE DSG-2N	4,620.00
				TREE TRIMMING/RMVL-ZONE DSG-2N	4,095.00
				TREE TRIMMING SVCS-ZONE DSG-2S	315.00
	Vendor Total		**37,635.00**		
FYTD for WEST COAST ARBORISTS, INC.			**142,485.00**		
WESTECH COLLEGE				Remit to: **ONTARIO** **CA**	
	6/28/2012	213435	500.00		
				REFUND-6/7/12 EVENT DEPOSIT	500.00
	Vendor Total		**500.00**		
FYTD for WESTECH COLLEGE			**1,106.14**		
WESTERN MUNICIPAL WATER DISTRICT				Remit to: **RIVERSIDE** **CA**	
	6/25/2012	213272	2,812.76		
				WATER CHARGES	1,581.48
				WATER CHARGES	26.74
				WATER CHARGES	1,130.72
				WATER CHARGES	73.82
	Vendor Total		**2,812.76**		
FYTD for WESTERN MUNICIPAL WATER DISTRICT			**28,955.00**		
WESTOVER, MARK				Remit to: **SAN DIEGO** **CA**	
	6/4/2012	885408	318.73		
				RETIREE MED JUN '12	318.73
	6/28/2012	885648	318.73		
				RETIREE MED JUL '12	318.73
	Vendor Total		**637.46**		
FYTD for WESTOVER, MARK			**3,914.31**		

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WIBERG, CHRISTOPHER			Remit to: **ANAHEIM** **CA**	
6/4/2012	213025	318.73		
			RETIREE MED JUN '12	318.73
6/28/2012	213436	318.73		
			RETIREE MED JUL '12	318.73
	Vendor Total	**637.46**		
FYTD for WIBERG, CHRISTOPHER		**4,353.93**		
WIELIN, RONALD A.			Remit to: **BANNING** **CA**	
6/4/2012	885409	318.73		
			RETIREE MED JUN '12	318.73
6/28/2012	885649	318.73		
			RETIREE MED JUL '12	318.73
	Vendor Total	**637.46**		
FYTD for WIELIN, RONALD A.		**4,143.49**		
WILLIAMS, JANE L.			Remit to: **GRAND FORKS** **ND**	
6/4/2012	885410	192.40		
			RETIREE MED APR 12, PD JUN 12	192.40
6/28/2012	885650	390.74		
			RETIREE MED MAY-JUN 12, PD JUL	390.74
	Vendor Total	**583.14**		
FYTD for WILLIAMS, JANE L.		**2,507.14**		
WILLIS, ROBERT H			Remit to: **PERRIS** **CA**	
6/11/2012	213105	154.00		
			SPORTS OFFICIATING SVCS	54.00
			SPORTS OFFICIATING SVCS	20.00
			SPORTS OFFICIATING SVCS	80.00
6/25/2012	213273	106.00		
			SPORTS OFFICIATING SVCS	6.00
			SPORTS OFFICIATING SVCS	40.00
			SPORTS OFFICIATING SVCS	60.00
6/25/2012	213274	94.00		
			SPORTS OFFICIATING SVCS	94.00
	Vendor Total	**354.00**		
FYTD for WILLIS, ROBERT H		**2,574.00**		
WOODWORTH, DARRYL			Remit to: **MORENO VALLEY** **CA**	
6/4/2012	213026	50.00		
			REFUND-TRAP DEPOSIT	50.00
	Vendor Total	**50.00**		
FYTD for WOODWORTH, DARRYL		**50.00**		

City of Moreno Valley

Check Register

For Period 6/1/2012 through 6/30/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.			Remit to: **RIVERSIDE**	**CA**
6/11/2012	213106	2,000.00		
			AGENCY SPONSORSHIP-GEN ASSMBLY	2,000.00
Vendor Total		**2,000.00**		
FYTD for WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.		**303,667.14**		
WURM'S JANITORIAL SERVICES, INC.			Remit to: **CORONA**	**CA**
6/4/2012	885411	318.83		
			JANITORIAL SVCS-THINK TG BLDG	60.73
			JANITORIAL SVCS-THINK TG BLDG	72.10
			JANITORIAL SVCS-RED MAPLE ELEM	186.00
6/18/2012	885487	22,776.14		
			CEILING TILES CLEANING-TOWNGT	200.00
			JANITORIAL SVCS-CITY HALL	4,588.23
			JANITORIAL SVCS-CITY YARD	346.90
			JANITORIAL SVCS-TRANSP TRAILER	98.40
			JANITORIAL SVCS-CONF & REC CTR	3,447.93
			JANITORIAL SVCS-EOC	688.36
			JANITORIAL SVCS-EMP RES CTR	532.81
			JANITORIAL SVCS-SP DIST ANNEX	735.73
			JANITORIAL SVCS-FACIL. ANNEX	124.29
			JANITORIAL SVCS-LIBRARY	1,771.79
			JANITORIAL SVCS-MRCH FLD PK CC	955.70
			JANITORIAL SVCS-PUB SFTY BLDG	5,564.25
			JANITORIAL SVCS-RAINBOW RIDGE	310.10
			JANITORIAL SVCS-SENIOR CTR	1,916.18
			JANITORIAL SVCS-SUNNYMD MIDDLE	350.66
			JANITORIAL SVCS-TOWNGATE C.C.	664.65
			JANITORIAL SVCS-TOWNGATE C.C.	26.73
			JANITORIAL SVCS-TS ANNEX	453.43
6/25/2012	885527	832.82		
			JANITORIAL SVCS-GANG TASK FRC	112.82
			JANITORIAL SVCS-TOWNGT RENTALS	720.00
6/28/2012	885651	2,612.10		
			JANITORIAL SVCS-SUNNYMD MIDDLE	152.10
			JANITORIAL SVCS-SR CTR RENTALS	390.00
			JANITORIAL SVCS-CRC RENTALS	1,970.00
			SPECIAL CARPET CLEANING AT PD	100.00
Vendor Total		**26,539.89**		
FYTD for WURM'S JANITORIAL SERVICES, INC.		**302,488.11**		

City of Moreno Valley

Check Register

For Period 6/1/2012 through 6/30/2012

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
XEROX				Remit to: **DALLAS** **TX**	
	6/18/2012	213191	1,919.40		
				LEASE OF XC550/PRINTS-PARKS	1,428.64
				LEASE OF XEROX EX560-PARKS	490.76
	6/25/2012	213275	1,048.73		
				COPIER RNTL/MAINT-PD	76.51
				COPIER RNTL/MAINT-PD	84.38
				COPIER RNTL/MAINT-PD	70.29
				LEASE OF XEROX XC550V-GRAPHICS	424.11
				LEASE OF XEROX EX560-GRAPHICS	393.44
	Vendor Total		**2,968.13**		
FYTD for XEROX			**48,782.94**		
YAMASHITA, JULIA J.				Remit to: **LAGUNA WOODS** **CA**	
	6/4/2012	885412	139.90		
				RETIREE MED APR 12, PD JUN 12	139.90
	6/28/2012	885652	139.90		
				RETIREE MED MAY 12, PD JUL 12	139.90
	Vendor Total		**279.80**		
FYTD for YAMASHITA, JULIA J.			**1,991.50**		

Subtotal	**1,689,739.05**
GRAND TOTAL	**22,489,803.50**

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MV00174690

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director / City Engineer

AGENDA DATE: August 28, 2012

TITLE: AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO C P CONSTRUCTION CO. INC. FOR THE CORPORATE YARD SEWER IMPROVEMENTS – PROJECT NO. 12-41266522

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract to C P Construction Co., Inc. (C P Construction), PO Box 1206, Ontario, CA 91762, the lowest responsible bidder, for the Corporate Yard Sewer Improvements.

2. Authorize the City Manager to execute a contract with C P Construction.

3. Authorize the issuance of a Purchase Order to C P Construction in the amount of $272,710.32 ($227,258.60 plus 20% contingency) when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with C P Construction, up to but not to exceed the $45,451.72 contingency.

5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained system, and release the retention to C P Construction if no claims have been filed against the project.

BACKGROUND

The City retained Gillis + Panichapan Architects, Inc. (GPA) to complete a Space Needs Analysis and Conceptual Design Study for the Corporate Yard Facility. This work was completed in the Fall of 2008.

At its Study Session on April 21, 2009, the findings of the *Corporate Yard Facility Space Needs Analysis, Conceptual Design Study* and proposed project phasing was presented to the City Council for review and discussion. At the presentation, staff noted that the existing facility is served by an under-sized septic system that frequently needs repair.

On January 10, 2010, a design contract was awarded to Pitassi Architects, Inc. (Pitassi) of Rancho Cucamonga to provide architectural and engineering services (A&E) for the design of the Corporate Yard Phase I office building and sewer line.

The design phase was completed by Pitassi, however, due to project re-sequencing as part of the City's Economic Development Plan approved by the City Council on April 26, 2011, the project was placed on hold.

The Planning Division of the Community and Economic Development Department has determined that this project qualifies for a Class 2 Categorical Exemption as defined in Section 15302 of the California Environmental Quality Act (CEQA) Guidelines.

DISCUSSION

The north septic tank serves the Corporate Yard's Big Bay Warehouse and adjoining office facilities. Maintenance and Operations' staff recently reported that the north septic tank system failed. This has resulted in frequent pumping out of the sewage and special handling through contract services. The septic tank has historically needed repair and service.

In response to this critical need, Capital Projects' staff contacted Eastern Municipal Water District (EMWD) to obtain a sewer connection permit allowing the City to replace the existing on-site septic tank systems with new sewer pipes connecting directly to public sewer system. The scope of work also required some minor EMWD sewer pipe upsizing near the intersection of Iris Avenue and Kitching Avenue. An EMWD permit will be granted for this purpose.

Modified design and construction documents have been prepared by in-house staff as a cost saving solution for the City. In July 2012, the Plans and Specifications were approved by the City Engineer, and the project was advertised for construction bids.

Formal bidding procedures have been followed in conformance with the Public Contract Code. The City Clerk opened bids at 10:00 a.m. on August 7, 2012, for the subject project. Five (5) bids (four responsive bids and one non-responsive bid) were received as follows:

	CONTRACTORS	Bid Amount
1.	C P Construction Co., Inc. – Ontario	$227,258.60
2.	Hemet Mfg. Co. dba Genesis Construction – Hemet	$232,777.00
3.	Noriega Pipeline, Inc.– Rancho Cucamonga	$233,789.00
4.	Atlas Underground Inc. – Pomona*	$248,470.00
5.	4-CON Engineering Inc. – Riverside	$253,804.00

** Non-responsive bid*

Staff has reviewed the bid by C P Construction and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by C P Construction.

ALTERNATIVES

1. By motion, approve and authorize the recommended actions as presented in this staff report. *This alternative will facilitate the timely construction of an adequately functioning sewer disposal system at the Corporate Yard. The existing septic system has failed.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative could result in unsanitary conditions at the Corporate Yard if the existing septic system overflows adjacent to the existing buildings as well as the inability to use the existing restroom facilities.*

FISCAL IMPACT

Design and construction of the Sewer Line was included in the adopted Fiscal Year 2012/2013 Capital Improvement Project. Due to the urgent nature of the improvements needed at the Corporate Yard, the sewer improvements cannot be delayed. The project is funded by the General City Capital Projects Fund (from developer impact fees specifically collected for the Corporate Yard) and the Facilities Fund (internal service funds set aside for replacement of original Corporate Yard facilities).

AVAILABLE BUDGET:

FY 2012/2013 Facility Construction Fund (Account No. 3000-70-77-80003 803 0002 70 77)	$ 190,000
FY 2012/2013 Facilities Fund (Account No. 7310-70-77-80003 803 0002 70 77)	$ 172,000
Total Available Funds	**$ 362,000**

ESTIMATED PROJECT COSTS:

Design-related Costs	$ 10,000
Construction	$273,000
Construction Surveying, Geotechnical, and Inspection Services Costs	$ 47,000
Project Administration*	$ 30,000
Total Estimated Cost	**$360,000**

**Includes City project administration, permits, printing, and other miscellaneous costs.*

ANTICIPATED PROJECT SCHEDULE:
Notice of Award..... August 2012
Start Construction..... September 2012
Complete Construction..... December 2012

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT: Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS: Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This project will replace the Corporate Yard's failing septic tank system with new sewer pipes connecting directly to the public sewer system. Staff recommends awarding the contract to C P Construction and authorizing the issuance of a purchase order in the amount of $272,710.32, inclusive of a 20% contingency, when the agreement has been signed by all parties.

ATTACHMENTS

Attachment "A" – Location Map
Attachment "B" – Contract Agreement

Prepared By:
Henry Ngo
Senior Engineer, P.E.

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director / Assistant City Engineer

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director / City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

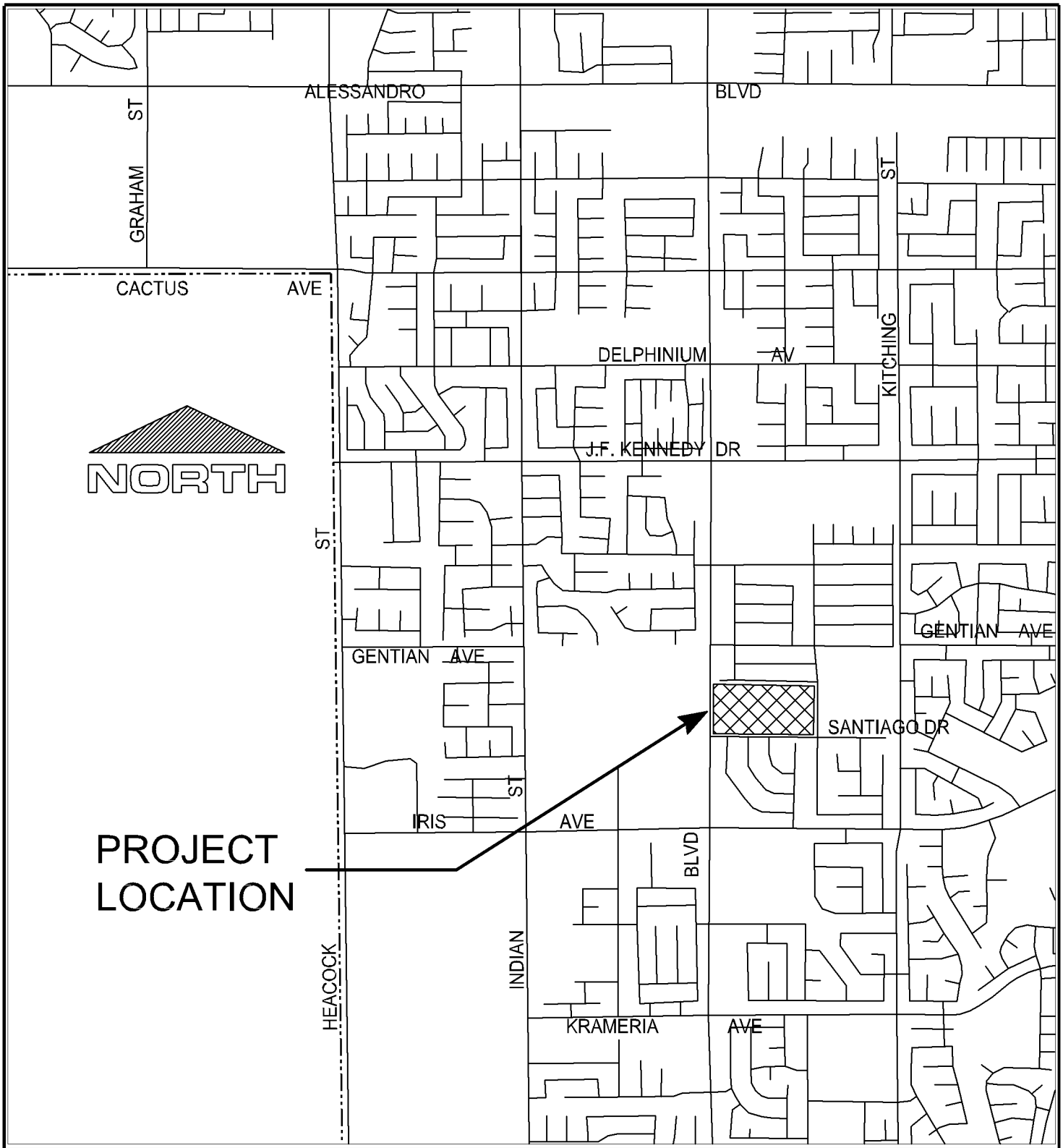

LOCATION MAP

Public WorksDepartment
Capital Projects Division

Scale: None

ATTACHMENT "A"

CORPORATE YARD FACILITY
PROJECT NUMBER 05-41266522

Item No. A.5

MV00174695

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MV00174696

Agreement No._____

AGREEMENT

PROJECT NO. 12-41261522

CORPORATE YARD SEWER IMPROVEMENTS

THIS Agreement, effective as of the date signed by the City of Moreno Valley by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and _____, hereinafter called the "Contractor."

That the City and the Contractor, for the consideration hereinafter named, agree as follows:

1. **CONTRACT DOCUMENTS.** The Contract Documents consist of the following, which are incorporated herein by this reference:

A. Any and all Contract Change Orders issued after execution of this Agreement
B. Addenda Nos. _____; inclusive, issued prior to the opening of the Bids
C. Bound Bid Documents.
D. Special Provisions, including the General Provisions and Technical Provisions, all of which are part of this Agreement
E. Project Plans
F. Standard Plans
G. Standard Specifications for Public Works Construction ("Greenbook") – latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
H. Reference Specifications/Reference Documents, all of which are part of this Agreement
I. Bidder's Proposal, which includes the Bidder's Bond, Noncollusion Affidavit, and Subcontractor Listing

In the event of conflict between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the above order of precedence.

2. **REFERENCE DOCUMENTS.** The following Reference Documents are not considered Contract Documents and are provided to the Contractor for informational purposes:

A. SWPPP/WPCP
B. Geotechnical Reports
C. None

3. **SCOPE OF WORK.** The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work described in the Contract Documents, except as otherwise provided in the Plans, Standard Specifications, or City Special Provisions to be the responsibility of others.

4. PAYMENT.

4.1. **Contract Price and Basis for Payment.** In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Alternate Bid Items, if any, set forth the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Base Bid Items and Alternate Bid Items, if any, awarded by the City is __ _____ Dollars ($_____) ("Contract Price"). The Alternate Bid Items selected by the City and included in the Contract are: _____, _____, and _____. It is understood and agreed that the quantities set forth in the Bidder's Proposal for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder's Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the City Engineer.

4.2. **Payment Procedures.** Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Article 9 of the Standard Specifications, as modified by Article 9 of the City Special Provisions.

5. CONTRACT TIME.

A. Initial Notice to Proceed. After the Agreement has been fully executed by the Contractor and the City, the City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials constitutes the date of commencement of the Contract Time of **Sixty (60) Working Days.** The Contract Time includes the time necessary to fulfill preconstruction requirements, place the order of materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials shall further specify that Contractor must complete the preconstruction requirements and order materials within **Fifteen (15) Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

Critical preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of Traffic Control Plans
- Submitting and obtaining approval of the Stormwater Pollution Prevention Plan (SWPPP)/Water Pollution Control Plan (WPCP)
- Submitting and obtaining approval of critical required submittals
- Installation of the approved Project Identification Signs
- Obtaining an approved no fee Encroachment Permit
- Obtaining a Temporary Use Permit for a construction yard
- Notifying all agencies, utilities, residents, etc., as outlined in the Bidding Documents
- Completion of all pre-construction activities under Environmental Mitigations

If the City's issuance of a Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials is delayed due to Contractor's failure to return the fully executed Agreement and insurance and bond documents within ten (10) Working Days after

Contract award, then Contractor agrees to the deduction of one (1) Working Day from the number of days to complete the Project for every Working Day of delay in the City's receipt of said documents. This right is in addition to and does not affect the City's right to demand forfeiture of Contractor's Bid Security If Contractor persistently delays in providing the required documentation.

B. Notice to Proceed with Construction. After all preconstruction requirements are met and materials have been ordered in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials, the City shall issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

6. LIQUIDATED DAMAGES.

6.1. **Liquidated Damages.** The Contractor and City (collectively, the "Parties") have agreed to liquidate damages with respect to Contractor's failure to order all materials in accordance with the Notice to Proceed with Order of Materials and/or failure to fulfill the preconstruction requirements, and/or failure to complete the Work within the Contract Time. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85. Contractor acknowledges and agrees that the liquidated damages are intended to compensate the City solely for Contractor's failure to meet the deadline for completion of the Work and will not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

In the event that Contractor fails to order all materials in accordance with the Notice to Proceed with Order of Materials and/or fails to fulfill the preconstruction requirements and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the City **$370.00 per Calendar day** that completion of the Work is delayed beyond the Contract Time, as adjusted by Contract Change Orders. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

The Contractor and City acknowledge and agree that the foregoing liquidated damages have been set based on an evaluation of damages that the City will incur in the event of late completion of the Work. The Contractor and City acknowledge and agree that the amount of such damages are impossible to ascertain as of the date of execution hereof and have agreed to such liquidated damages to fix the City's damages and to avoid later disputes. It is understood and agreed by Contractor that liquidated damages payable pursuant to this Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the date of execution of this Agreement.

It is further mutually agreed that the City will have the right to deduct liquidated damages against progress payments or retainage and that the City will issue a Change Order or Construction Change Directive and reduce the Contract Price accordingly. In the event the remaining unpaid Contract Price is insufficient to cover the full amount of liquidated damages, Contractor shall pay the difference to the City.

6.2. **Owner is Exempt from Liability for Early Completion Delay Damages**. While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the Owner is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for Contractor's inability to

complete the Work earlier than the Contract Time for any reason whatsoever, including but not limited to, delay cause by Owner or other Excusable Compensable Delay. See Section 6-6 of the Standard Specifications and City Special Provisions regarding compensation for delays.

7. INSURANCE.

7.1. **General.** The Contractor shall procure and maintain at its sole expense and throughout the term of this Agreement, any extension thereof, Commercial General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described herein.

7.2. **Additional Insured Endorsements.** The Contractor shall cause the insurance required by the Contract Document to include the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives as an additional insureds. For the Commercial General Liability coverage, said parties shall be named as additional insureds utilizing either:

1. Insurance Services Office ("ISO") Additional Insured endorsement CG 20 10 (11/85); or

2. ISO Additional Insured endorsement CG 20 10 (10/01) and Additional Insured Completed Operations endorsement CG 20 37 (10/01); or

3. substitute endorsements providing equivalent coverage, approved by the City.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The coverage shall contain no special limitations on the scope of protection afforded to such additional insureds. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.

7.3. **Waivers of Subrogation.** All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives.

7.4. **Primary Coverage.** All policies and endorsements shall stipulate that the Contractor's (and the Subcontractors') insurance coverage shall be primary insurance as respects the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives, and shall be excess of the Contractor's (and its Subcontractors') insurance and shall not contribute with it.

7.5. **Coverage Applies Separately to Each Insured and Additional Insured.** Coverage shall state that the Contractor's (and its Subcontractors') insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to

the limits of the insurer's liability. Coverage shall apply to any claim or suit brought by an additional insured against a named insured or other insured.

7.6. **Self-Insurance**. Any self-insurance (including deductibles or self-insured retention in excess of $50,000) in lieu of liability insurance must be declared by Contractor and approved by the City in writing prior to execution of the Agreement. The City's approval of self-insurance, if any, is within the City's sole discretion and is subject to the following conditions:

1. Contractor must, at all times during the term of the Agreement and for a period of at least **one (1)** year after completion of the Project, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the City Special Provisions, maintain and upon Owner's reasonable request provide evidence of:

   (a) Contractor's "net worth" (defined as "total assets" [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property and equipment and intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;

   (b) financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill; and

   (c) a claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.

2. If at any time after such self-insurance has been approved Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this Paragraph 7, at the option of the City:

   (a) the Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph 7 and otherwise on the terms required above; or

   (b) the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or

   (c) the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

7.7. **Insurer Financial Rating**. Insurance companies providing insurance hereunder shall be rated A-:VII or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

7.8. **Notices to City of Cancellation or Changes**. Each insurance policy described in this Paragraph 7 shall contain a provision or be endorsed to state that coverage will not be cancelled

without **thirty (30) days'** prior written notice by certified or registered mail to the City (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to the City), except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. If an insurance carrier cancels any policy or elects not to renew any policy required to be maintained by Contractor pursuant to the Contract Documents, Contractor agrees to give written notice to the City at the address indicated on the first page of the Agreement. Contractor agrees to provide the same notice of cancellation and non-renewal to the City that is required by such policy(ies) to be provided to the First Named Insured under such policy(ies). Contractor shall provide confirmation that the required policies have been renewed not less than seven (7) days prior to the expiration of existing coverages and shall deliver renewal or replacement policies, certificates and endorsements to the City Clerk within fourteen (14) days of the expiration of existing coverages. Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City Clerk copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

7.9. **Commercial General Liability**. Coverage shall be written on an ISO Commercial General Liability "occurrence" form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the City Special Provisions.

Contractor shall maintain Commercial General Liability insurance with the following minimum limits: $1,000,000 per occurrence / $2,000,000 aggregate / $2,000,000 products-completed operations.

7.10. **Business Automobile Liability**. Coverage shall be written on ISO form CA 00 01 (12/93 or later edition) or a substitute form providing equivalent coverage for owned, hired, leased and non-owned vehicles, whether scheduled or not, with $1,000,000 combined single limit per accident for bodily injury and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.11. **Workers' Compensation.** Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

1. Provide copy of permissive self-insurance certificate approved by the State of California; or
2. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of **$1,000,000** per accident; or
3. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

7.12. **Subcontractors' Insurance.** The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

8. BONDS. The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the City. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contact Documents as may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the City and the City's Separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

The Contractor shall furnish a satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, form, or entity eligible to file a stop notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the City, become non-responsible or unacceptable, the Contractor shall, within ten (10) Calendar Days after receiving notice from the City, provide written documentation to the Satisfaction of the City that Contractor has secured new or additional sureties for the bonds; otherwise the Contractor shall be in default of the Contract. No further payments hall be deemed due or will be made under Contract until a new surety(ies) qualifies and is accepted by the City.

Contractor agrees that the Labor and Materials Payment Bond and Faithful Performance Bond attached to this Agreement are for reference purposes only, and shall not be considered a part of this Agreement. Contractor further agrees that said bonds are separate obligations of the

Contractor and its surety, and that any attorney's fee provision contained in any payment bond or performance bond shall not apply to this Agreement. In the event there is any litigation between the parties arising from the breach of this Agreement, each party will bear its own attorneys' fees in the litigation.

9. RECORDS. The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for at least three (3) years after Final Acceptance.

10. INDEMNIFICATION.

10.1. **General.** To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect, hold harmless and defend (even if the allegations are false, fraudulent, or groundless), the City of Moreno Valley, its City Council, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and all of their respective officials, officers, directors, employees, commission members, representatives and agents ("Indemnitees"), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the Work, the Project or any breach of the Contract by Contractor or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, or any person performing any of the Work, pursuant to a direct or indirect contract with the Contractor ("Indemnity Claims"). Such Indemnity Claims include, but are not limited to, claims for:

A. Any activity on or use of the City's premises or facilities;
B. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
C. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;
D. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
E. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor's warranties, representations or agreements set forth in the Contract Documents;
F. Any failure to coordinate the Work with City's Separate Contractors;
G. Any failure to provide notice to any party as required under the Contract Documents;
H. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;

I. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;

J. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the City) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);

K. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;

L. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors;

M. Any operation conducted upon or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;

N. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;

O. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or Owner arising out of Contractor's Work, for which the Contractor is responsible; and

P. Any and all claims against the City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the City from such claims.

10.2. **Effect of Indemnitees' Active Negligence.** Contractor's obligations to indemnify and hold the Indemnitees harmless **exclude** only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 11. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

10.3. **Independent Defense Obligation.** The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitee(s) shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. The Contractor shall respond within thirty (30) Calendar Days to the tender of

any Indemnity Claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to the City.

10.4. **Intent of Parties Regarding Scope of Indemnity.** It is the intent of the parties that the Contractor and its Subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity or hold harmless provisions in the Contract Documents are found to be ambiguous, or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

10.5. **Waiver of Indemnity Rights Against Indemnitees.** With respect to third party claims against the Contractor, to the fullest extent permitted by law, the Contractor waives any and all rights to any type of express or implied indemnity against the Indemnitees.

10.6. **Subcontractor Requirements.** In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Paragraph 11.

10.7. **No Limitation or Waiver of Rights.** Contractor's obligations under this Paragraph 11 are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Paragraph 11 are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Paragraph 11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

10.8. **Withholding to Secure Obligations.** In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

10.9. **Survival of Indemnity Obligations.** Contractor's obligations under this Paragraph 11 are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

11. SUCCESSORS AND ASSIGNS. The Parties bind themselves, their heirs, executors, administrators, successors and assigns the covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not, either voluntarily or by action of law, assign any right or obligation of the Contractor under the Contract Documents without prior written consent of the City.

(SIGNATURE PAGE FOLLOWS)

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
City Manager

DATE:_____

(Name of Contractor)

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer
(if contract exceeds $15,000)

_____
Date

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. A general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

Item No. A.5

MV00174709

CITY OF MORENO VALLEY
Project No. 12-41266522

BOND NO. _____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Price)

PROJECT NO. 12-41266522

CORPORATE YARD SEWER IMPROVEMENTS

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to _____, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 12-41266522**, and all Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Contract Documents and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

Contractor and Surety agree that this Faithful Performance Bond shall not be considered a part of the Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Faithful Performance Bond is a separate obligation of the Contractor and its Surety, and that any attorneys' fee provision contained in this Faithful Performance Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- **The bond shall be executed by a California admitted surety insurer (CCP 995.311).**
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact.**
- **The bond shall include an attached Notary Certificate for the Bidder.**
- **The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.**
- **The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.**
- **The Bidder's and Surety's corporate seal may be affixed hereto.**

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California
County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

Item No. A.5

MV00174713

BOND NO._____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 12-41266522

CORPORATE YARD SEWER IMPROVEMENTS

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to _____, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 12-41266522**, and Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

Contractor and Surety agree that this Labor and Materials Payment Bond shall not be considered a part of the Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Labor and Materials Payment Bond is a separate obligation of the Contractor and its Surety, and that any attorneys' fee provision contained in this Labor and Materials Payment Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- **The bond shall be executed by a California admitted surety insurer (CCP 995.311).**
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact.**
- **The bond shall include an attached Notary Certificate for the Bidder.**
- **The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.**
- **The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.**
- **The Bidder's and Surety's corporate seal may be affixed hereto.**

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RM
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: August 28, 2012

TITLE: Approval of the Agreement to Form the Lake Elsinore and Canyon Lake Total Maximum Daily Load (TMDL) Task Force

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force approved as to form by the City Attorney;

2. Appoint the Community and Economic Development Director as the primary representative and appoint the Storm Water Program Manager as the alternate representative to the TMDL Task Force;

3. Authorize the Community and Economic Development Director to execute future amendments to the Agreement as approved by the City Attorney;

4. Authorize the Mayor to execute the Agreement; and

5. Direct the City Clerk to attest to the Mayor's signature and transmit the executed Agreement to the Santa Ana Watershed Project Authority.

BACKGROUND

A TMDL is the amount of a specific pollutant that can be assimilated by a particular water body without causing impairment to its designated uses, i.e., swimming, fishing, municipal water, etc. If a water body cannot assimilate the specific pollutant the water body is determined "impaired" under the federal Clean Water Act. States are required to identify their impaired water bodies, determine the specific pollutant(s) causing impairment and prepare a TMDL. In the 1990's, the Santa Ana Regional Water Quality

Control Board (Board) complied with the Clean Water Act and identified Lake Elsinore and Canyon Lake as water bodies impaired by two nutrients, nitrogen and phosphorous as well as other pollutants.

In 2000, the Board identified the federal, State and local agencies as well as the special districts and private parties, collectively "Stakeholders" that directly or indirectly discharge nutrients to Canyon Lake and Lake Elsinore. The city was named a stakeholder. At that time the Board organized a TMDL Stakeholder Workgroup in which the city was an active participant. Subsequently, the Board prepared a nutrient TMDL Report and Implementation Plan.

On December 20, 2004, the Board adopted Resolution No. R8-2004-0037 incorporating the nutrient TMDL into the Santa Ana River Basin. On May 19, 2005, the TMDL and its accompanying Implementation Plan was approved by the State Water Resources Control Board per Resolution No. 2005-0038 and by the California Office of Administrative Law on July 26, 2005. On September 30, 2005, the United States Environmental Protection Agency (USEPA) Region IX approved the nutrient TMDL. The nutrient TMDL became law based upon the California Water Code and is now enforceable by the State and USEPA.

On January 30, 2006, the Board sent letters to the Stakeholders setting forth a requirement under the California Water Code Section 13267 for each to submit technical reports, plans and schedules for the implementation of the TMDL. On February 16, 2006, the Riverside County Flood Control and Water Conservation District (FCD) staff briefed the City Managers of the affected cities regarding the proposed task force and to review each city's cost share if they joined the task force. On February 21, 2006, staff updated City Council on the TMDL progress. Staff presented the concept of participating in TMDL Task Force as a way for Moreno Valley to comply with the State and federal TMDL mandate.

On June 26, 2006, the City Council authorized the Mayor to execute the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force. The agreement was extended twice before expiring June 30, 2012.

On May 17, 2012, FCD staff briefed the City Managers of the affected cities regarding the progress of the task force. Additionally, FCD staff reviewed each city's TMDL cost share should they continue to remain members of the task force for Fiscal Year (FY) 2012/13.

Through the past agreement, the TMDL Task Force funded and procured professional services to address and complete tasks shared by the Stakeholders. As an active member of the TMDL Task Force, Moreno Valley benefited from the pool of resources assembled to address common TMDL tasks and in-kind services provided on behalf of Moreno Valley that if addressed separately by the city would substantially increase Moreno Valley's costs to comply with the TMDL mandates.

DISCUSSION

Issues

The TMDL Implementation Plan mandates the Stakeholders either individually or collectively perform various tasks and projects to achieve compliance with the TMDL by the end of 2020. Currently, Moreno Valley is in compliance with the TMDL Implementation Plan and its established deadlines by being an active member of the Task Force. Should City Council decide not to approve and execute the agreement the city must individually submit and implement the mandated technical reports, plans, schedules and projects. Because the TMDL is law, ignoring the TMDL mandates and timelines for compliance will subject the city, staff and officials to civil and criminal actions under the State Water Code and the federal Clean Water Act.

Analysis

Continuing to remain an active Task Force member provides the city access to additional professional and fiscal resources for the specific purpose to address common TMDL tasks identified in Recital "B" of the attached agreement. The TMDL Task Force may include one federal agency, two State agencies, one Joint Powers Authority, the County of Riverside, eleven cities, three special districts, and one agricultural coalition representing farming interests and dairy interests. The Lake Elsinore and San Jacinto Watershed Authority (LESJWA) is identified as the TMDL Administrator.

The Administrator will work with the Task Force members to adopt annual budgets for each fiscal year commencing July 1. Annual budgets will include anticipated costs for the compliance of work and projects developed by the task force for the year. The Task Force members identified the estimated costs of each task to determine the FY 2012/13 annual budget for the task force. Through this agreement a cost share formula has been determined. Pooling funds will reduce the each member's costs for tasks of which all members named to complete.

Conclusion

The benefits of joining the TMDL Task Force include;

- Having oversight of the TMDL Administrator and other water quality professionals hired to manage the various contracts necessary for common TMDL tasks that benefit Moreno Valley;
- Performance goals to ensure the Task Force members remain in compliance by producing various reports, schedules, plans and projects by the mandated deadlines that are common to all;
- A greater voice to advocate the city's position to water quality issues affecting the watershed, and;
- Sharing costs for common tasks is sound fiscal management.

ALTERNATIVES

Alternative One--Approve the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force. ***Staff recommends this alternative***. Alternative One provides Moreno Valley the opportunity to benefit from a pool of resources to address common TMDL tasks thus reduce overall costs and take credit for in-kind services provided by the FCD.

Alternative Two--Do not approve the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force. ***Staff does not recommend this alternative***. The city must perform the tasks outlined in the TMDL and as addressed in the 13267 letter. Undertaking the tasks as an individual stakeholder will substantially increase the city's cost of compliance.

FISCAL IMPACT

As identified on Page 1 of Exhibit "A" to the Agreement, the FY 2012/2013 TMDL Budget is $481,000. Neither the State nor the federal governments have provided funding for the TMDL mandated tasks.

Moreno Valley does not have a designated funding source for TMDLs. County Service Area (CSA) 152 could be expanded to address TMDLs. A city-wide mail ballot proceeding would be necessary to increase the CSA 152 levy to address TMDLs. The NPDES Regulatory Rates for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development do not address TMDLs. The Regulatory Rate Schedules could be reviewed and amended to address TMDL costs associated with new development. Since FY 2006/07 the General Fund has provided the necessary funds for the TMDL mandates.

Alternative One

Moreno Valley's share of the FY 2012/13 budget as a member of the TMDL Task Force is approximately $101,974.00 as indicated on Page 2 of Exhibit "A" to the Agreement. Utilizing accrued credits and in-kind services, Moreno Valley's estimated expense for FY 2012/13 is $30,500.00. Sufficient funds for FY 2012/13 have been appropriated.

Alternative Two

As an individual stakeholder performing the required tasks separately from the TMDL Task Force, Moreno Valley's FY 2012/13 costs are estimated to be $365,000.00. Moreno Valley would be required to fund and perform the same required tasks as the TMDL Task Force, as shown in Exhibit "A" to the Agreement except for line item nos. 1, 2, and 4 ($116,000.00) of, *Part "A": Task Force Regulatory/Administrative Budget*. The

$365,000.00 does not include the costs for additional city Storm Water Management Program staff or consultants needed to prepare requests for proposals and manage professional services contracts to perform the mandated tasks. Utilizing accrued credits and in-kind services from past task force participation and the approved FY2012/13 budget appropriations, at minimum, additional fund transfers of $219,450.00 are necessary for FY 2012/2013 for this alternative.

Following Fiscal Years

At this time, it is not known what Moreno Valley's costs will be in subsequent years. It is unknown because one or more Stakeholders may begin to implement Best Management Practices to achieve compliance with the TMDL or decide not to join the TMDL Task Force. If that is the case, those compliance costs may proportionately shift to the other Stakeholders. Additionally, the City Managers acting as the NPDES Management Steering Committee for the affected cities may determine other cost sharing models to split the shared costs of the cities and the county other than the current method for FY 2012/13.

CITY COUNCIL GOALS

Advocacy. Approval of the attached agreement will assist Moreno Valley to develop cooperative intergovernmental relationships with other Task Force Agencies. Being a Task Force Agency will assist staff to advocate City policies, objectives, and goals related to water quality to appropriate governments and agencies.

Revenue Diversification and Preservation. Approval of the attached agreement will assist in leveraging scarce city funds to provide mandated TMDL reports, plans and schedules.

SUMMARY

The Nutrient TMDL for Lake Elsinore and Canyon Lake is now in effect. The city received a 13267 letter from the Board stating that it must address the TMDL tasks as approved by the State Water Resources Control Board and USEPA. The TMDL Task Force for Lake Elsinore and Canyon Lake is being formed by interested Stakeholders as a vehicle to address the State and federal mandate. By joining the task force Moreno Valley can leverage scarce funds necessary to remain in compliance with the TMDL. Appointing the Community and Economic Development Director and the Storm Water Program Manager to the TMDL Task Force will ensure continuity in the TMDL process.

There is neither State nor federal funds earmarked for the Stakeholders for the mandates. Performing the TMDL mandated tasks as an individual stakeholder will substantially increase the city's costs and ignoring the mandates will result in city non-compliance subjecting the city, staff and/or officials to civil and possible criminal actions by the State and/or federal governments.

NOTIFICATION

Publication of Agenda

ATTACHMENTS/EXHIBITS

Attachment No. 1—Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force

Prepared By:
Kent Wegelin
Storm Water Program Manager

Department Head Approval:
Barry Foster
Community & Economic Development Director

Concurred By:
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

FINAL 6/18/12

AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE

This Agreement to form the Lake Elsinore and Canyon Lake TMDL Task Force (hereinafter "AGREEMENT") is made and effective this **18th day of June, 2012** by and among the following entities, which are hereinafter sometimes collectively referred to as "TASK FORCE AGENCIES" or individually as "TASK FORCE AGENCY":

- California Department of Fish and Game
- California Department of Transportation
- City of Beaumont
- City of Canyon Lake
- City of Hemet
- City of Lake Elsinore
- City of Menifee
- City of Moreno Valley
- City of Murrieta
- City of Perris
- City of Riverside
- City of San Jacinto
- City of Wildomar
- County of Riverside
- Eastern Municipal Water District
- Elsinore Valley Municipal Water District
- March Joint Powers Authority
- Riverside County Flood Control and Water Conservation District
- U.S. Air Force (March Air Reserve Base)
- Western Riverside County Agriculture Coalition (on behalf of the participating Dairy Operators and participating Agricultural Operators in the San Jacinto River Basin)

I. RECITALS

A. Whereas, in 1998, the Santa Ana Regional Water Quality Control Board (hereinafter "Regional Board") designated Lake Elsinore and Canyon Lake in the Lake Elsinore and San Jacinto Watersheds (Collectively the "Watersheds") as "impaired water bodies" pursuant to Section 303(d) of the federal Clean Water Act because of high levels of algae in both lakes and low dissolved oxygen in Lake Elsinore, attributed to excess phosphorus and nitrogen (Nutrients). As a result of said Section 303 designation, the Clean Water Act and California's Non-point Source Pollution Control Plan requires that total maximum daily loads (hereinafter "TMDLs") be established by the Regional Board for these waterbodies;

B. Whereas, in response to the Section 303(d) designation, the Regional Board adopted a Resolution R8-2004-0037 on December 20, 2004 amending the Water Quality Control Plan for the Santa Ana River Basin (BASIN PLAN AMENDMENT) to incorporate nutrient TMDLs for Canyon Lake and Lake Elsinore. The Basin Plan Amendment specifies, among other things, an Implementation Plan, which holds specified stake holders (TASK FORCE AGENCIES) individually and/or jointly liable for complying with the TMDLs by means of specific tasks to be completed by specified dates under penalty of law. These tasks include development and implementation of a watershed-wide nutrient water quality monitoring program, development of an in-lake nutrient monitoring program for Canyon Lake and Lake Elsinore, development of a plan and schedule for in-lake sediment nutrient reduction for Lake Elsinore, development of a plan and schedule for evaluating in-lake sediment nutrient strategies for Canyon Lake, updating watershed and in-lake nutrient TMDL water quality models, developing a pollutant trading plan, and reviewing and revising the TMDL to reflect updated data and science;

C. Whereas, the purpose of this AGREEMENT is to form a task force (hereinafter "TASK FORCE") to implement certain tasks identified in the TMDL Implementation Plan and to pursue TMDL related tasks agreed upon by TASK FORCE AGENCIES;

D. Whereas, the TASK FORCE AGENCIES agree that the purpose of this TASK FORCE is to (1) review and develop recommendations to update the TMDL BASIN PLAN AMENDMENT based on the best available scientific information, and (2) implement TMDL Implementation Plan Tasks identified below and jointly assigned to TASK FORCE AGENCIES, and (3) propose appropriate revisions to the TMDL BASIN PLAN AMENDMENT to the Santa Ana RWQCB, and (4) allow watershed stakeholders to participate in efforts to meet appropriate water quality standards so that Canyon Lake and/or Lake Elsinore can be de-listed from the Clean Water Act 303(d) list of impaired water bodies;

E. Whereas, hundreds of individual agricultural and dairy operators are subject to the Canyon Lake and Lake Elsinore TMDLs and its component TMDL Implementation Plan;

F. Whereas, the Western Riverside County Agricultural Coalition(WRCAC) is a non-profit organization representing the interests of participating agricultural and dairy operators within the San Jacinto Watershed;

G. Whereas, WRCAC's membership is open to any and all agricultural and dairy operators within the San Jacinto watershed;

H. Whereas, March Air Reserve Base (MARB) is an installation of the United States Air Force on federal lands and, as an agency of the federal government, is therefore subject to limitations in its ability to comply with every provision stated herein to the same extent that other non-federal TASK FORCE AGENCIES are able to comply. These limitations are based upon, but not limited to, those identified in the federal Clean Water Act, the federal Antideficiency Act, the principle of sovereign immunity and the holdings of the Supreme Court of the United States, and other binding federal court decisions, as they interpret those sources of federal law. The limitations so mentioned include, but are not limited to, the availability of federal funding to pay for participation in this program, and the ability of MARB to participate directly in sampling, research or data gathering activities which are not located on or near MARB lands or a point source of water discharge arising on MARB lands, or other activities not specifically authorized by the Federal Clean Water Act section 313. To the extent that the limitations described herein prevent MARB from fully participating in any aspect of this program, they reserve the right, in their sole discretion, to participate in the program as a matter of comity. By entering into this agreement, MARB does not authorize any of the TASK FORCE AGENCIES to exercise regulatory authority over them. MARB agrees that State and federal regulatory agencies that are or may become members of this TASK FORCE have regulatory authority over MARB only to the extent permitted by State or Federal Law;

I. Whereas, the TASK FORCE AGENCIES acknowledge and agree that the effectiveness of the TASK FORCE may be improved by the inclusion of other agencies as additional TASK FORCE AGENCIES to the TASK FORCE;

J. Whereas, the Riverside County Flood Control and Water Conservation District (RCFC&WCD) serves as the MS4 PRINCIPAL PERMITTEE for the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System Permit (MS4) for the Santa Ana Region of Riverside County;

K. Whereas, the County of Riverside and Cities of Beaumont, Canyon Lake, Hemet, Lake Elsinore, Moreno Valley, Murrieta, Perris, Riverside, San Jacinto, Menifee, Wildomar are MS4 CO-PERMITTEES for the NPDES MS4 Permit for the Santa Ana Region of Riverside County;

L. Whereas, the MS4 PRINCIPAL PERMITTEE and MS4 CO-PERMITTEES collectively represent the MS4 PERMITTEES within the San Jacinto Watershed;

M. Whereas, the NPDES MS4 Permit for the Santa Ana Region of Riverside County is regulated by the Regional Board and subject to the requirements of the nutrient TMDLs for Canyon Lake and Lake Elsinore;

N. Whereas RCFC&WCD has agreed to provide services on behalf of itself as MS4 PRINCIPAL PERMITTEE and on behalf of the MS4 CO-PERMITTEES for the purposes of this AGREEMENT;

O. Whereas, the TMDL assigned nutrient waste load allocations for Supplemental Water addition to Lake Elsinore to stabilize the Lake's elevation;

P. Whereas, the nutrient waste load allocation for Supplemental Water, which includes Island Well water, EVMWD treatment plant effluent, and other sources of non-stormwater, may reduce the TMDL waste load allocation and TMDL load allocation of other point and non-point sources because in-lake nutrient capacity was not adjusted to account for increased lake levels associated with the addition of Supplemental Water;

Q. Whereas, the assumptions regarding load allocations for Supplemental Water may not be consistent with the actual operation of Supplemental Water sources;

R. Whereas, the City of Lake Elsinore and EVMWD previously entered into an agreement to equally share the cost of Supplemental Water addition to the Lake under the "Lake Elsinore Comprehensive Water Management Agreement",

S. Whereas, for the purposes of this Agreement, the City of Lake Elsinore shall be acknowledged and recognized as a separate and equal contributor with EVMWD for the cost and voting rights accorded under this Agreement attributed to EVMWD for Supplemental Water addition;

T. Whereas, the TASK FORCE AGENCIES agree that certain nutrient dischargers have been either inappropriately named or not named as responsible parties for various tasks in the BASIN PLAN AMENDMENT;

U. Whereas, the TASK FORCE AGENCIES agree that agricultural and dairy lands are converting to urban and open space lands;

V. Whereas, the TASK FORCE AGENCIES agree that an amendment to the TMDL to address, at minimum, the proper naming of responsible parties for various tasks in the TMDL Implementation Plan, to correct the load allocation and waste load allocations to properly address the impacts of Supplemental Water on Lake Elsinore, and to revise the load allocation and waste load allocations to address the ongoing conversion of agriculture and dairy lands to urban and/or open space should be addressed as part of a revision to the TMDL Implementation Plan; and

W. Whereas, MARB agrees to budget for and to participate in the TASK FORCE, provided that sufficient funds are appropriated by the Congress, and on the condition that funding requirements under this AGREEMENT do not violate the Anti-deficiency Act, and provided that the TASK FORCE AGENCIES agree to relocate the proposed monitoring station from Kitching Channel to the Heacock drainage channel, and use any fees provided by MARB, for participation in this program, to establish and monitor this station.

II. COVENANTS

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants contained herein, the TASK FORCE AGENCIES agree as follows:

1. Creation of a Task Force. There is hereby created a "Lake Elsinore and Canyon Lake TMDL Task Force" ("TASK FORCE") consisting of the TASK FORCE AGENCIES and certain Non-Voting, Non-Funding Members as more specifically provided for in paragraph 2 below.

2. Representation on the Task Force.

   a. Appointment. Concurrently with the execution of this Agreement, each TASK FORCE AGENCY shall, in accordance with such TASK FORCE AGENCY's own governing provisions, appoint one primary representative to the TASK FORCE and one alternate representative to act in the absence of the primary representative (hereinafter collectively referred to as "REPRESENTATIVES" or individually as "REPRESENTATIVE"). The REPRESENTATIVES

shall have the authority to act on behalf of its appointing TASK FORCE AGENCY. The REPRESENTATIVES shall serve at the pleasure of the appointing TASK FORCE AGENCY and may be removed at any time, with or without cause by such TASK FORCE AGENCY; provided, however, that the TASK FORCE AGENCIES acknowledge and agree the continuity of representation on the TASK FORCE is important to the overall effectiveness of the TASK FORCE, and the TASK FORCE AGENCIES further agree to ensure such continuity whenever possible.

b. Additional Agencies. The TASK FORCE AGENCIES acknowledge and agree that the effectiveness of the TASK FORCE may be improved by the inclusion of other agencies as additional TASK FORCE AGENCIES to the TASK FORCE. Such agencies may join the TASK FORCE on such written terms and conditions as are acceptable to all then existing TASK FORCE AGENCIES of the TASK FORCE, including, but not limited to, agreed-upon cash contributions for past, present, and/or future work, of the TASK FORCE. The inclusion of such agencies as additional TASK FORCE AGENCIES to the TASK FORCE shall be effected by a written amendment to this AGREEMENT signed by all then existing TASK FORCE AGENCIES. Such additional TASK FORCE AGENCIES shall each appoint their TASK FORCE primary REPRESENTATIVE and alternate REPRESENTATIVE as provided in Section II.2.a above or in said written amendment. The following agencies will be considered for inclusion as additional TASK FORCE AGENCIES in future amendments to this Agreement within the meaning of this section:

Any other named stakeholder in any future amendments of the BASIN PLAN AMENDMENT.

_____.

c. Non-Voting, Non-Funding Members. The Regional Board, Lake Elsinore and San Jacinto Watersheds Authority and the San Jacinto River Watershed council are hereby appointed as Non-Voting, Non-Funding Members of the TASK FORCE. Additional Non-Voting, Non-Funding Members may be appointed by a majority vote of the TASK FORCE representatives. Non-Voting , Non-Funding Members appointed herein, and any appointed in the future are authorized only to make recommendations upon the functioning of this TASK FORCE and the development of this program. Federal, State and local regulatory agencies acting as Non-Voting, Non-Funding Members, now or in the future, retain authority to regulate TASK FORCE MEMBERS only to the extent that they are so authorized under State and Federal law.

d. Dairy and Agricultural Operators. The TASK FORCE AGENCIES acknowledge that the Western Riverside County Agriculture Coalition (WRCAC) shall represent the collective interest of both participating agricultural and dairy operators in the San Jacinto River Watershed in the TASK FORCE at this time. WRCAC shall appoint two primary TASK FORCE REPRESENTATIVES and two alternate REPRESENTATIVES as provided in Section II.2.a. One set of REPRESENTATIVES shall be designated for agricultural operator interests; the other set of REPRESENTATIVES shall be designated for dairy interests for the purposes of this TASK FORCE.

e. Committees. The TASK FORCE may establish subcommittees, consisting of REPRESENTATIVES and Non-Voting, Non-Funding Members who shall be selected by, and serve at the pleasure of, the TASK FORCE.

f. Task Force Administrator. A TASK FORCE administrator (hereinafter "TASK FORCE ADMINISTRATOR") shall be appointed by the TASK FORCE. The TASK FORCE ADMINISTRATOR shall have the following administrative responsibilities:

(1) Organizing and facilitating TASK FORCE meetings;
(2) Secretarial, clerical, and administrative services;
(3) Managing TASK FORCE funds and preparing annual reports of TASK FORCE assets and expenditures;
(4) Retaining TASK FORCE-authorized consultants; and
(5) Seeking funding grants to assist with achieving the work of the TASK FORCE and other goals and objectives approved by TASK FORCE AGENCIES.
(6) Possible administrator of future pollutant trading (water quality trading) agreements.

The TASK FORCE AGENCIES hereby appoint the Lake Elsinore and San Jacinto Watersheds Authority as the initial TASK FORCE ADMINISTRATOR.

g. Meetings of the Task Force.

(i) Frequency and Location. The TASK FORCE shall, by resolution or motion, agree upon the time and place for holding its regular meetings. Special meetings may be called at the request of the TASK FORCE ADMINISTRATOR or by a majority of the TASK FORCE REPRESENTATIVES.

(ii) Task Force Chair. The TASK FORCE REPRESENTATIVES shall select a chair and a vice-chair. The term of the chair and vice-chair shall be one year and shall be rotated among the TASK FORCE REPRESENTATIVES interested in serving as chair.

(iii) Quorum. One half or more of the REPRESENTATIVES of the TASK FORCE shall constitute a Quorum.

(iv) Voting. Actions of the TASK FORCE shall be validly taken only when a Quorum is present and upon the affirmative vote of a MAJORITY of the TASK FORCE REPRESENTATIVES. A MAJORITY of the REPRESENTATIVES shall be determined as follows:

Each TASK FORCE AGENCY shall have one vote assigned for each $1,000 increment of PRO RATA COST SHARE, as described in Paragraph II.5 below, contributed to the TASK FORCE Budget developed for a given fiscal year. A MAJORITY of the REPRESENTATIVES shall consist of greater than 50% of the total votes based on the Budget for the fiscal year during which the action is taken.

(v) All meetings of the TASK FORCE or any of its committees shall be conducted as may be required by any applicable provisions of the Ralph M. Brown Act (California Government Code §§54950 et seq.). The provisions contained in the Ralph M. Brown Act shall prevail in the event of any conflict with provisions contained in this Agreement.

The TASK FORCE may adopt such additional rules and regulations as may be required for the conduct of its affairs so long as such rules and regulations do not conflict with this Agreement.

3. Work of the Task Force. The TASK FORCE shall perform the following tasks in accordance with guidelines established by the Regional Board:

a. To retain consulting services to review scientific and other assumptions contained within the TMDL. Consultant(s) shall provide a report identifying preliminary TMDL opportunities such as site specific objectives, pollutant trading strategies, and integration strategies. The final scope of work shall be approved by the Task Force. The report shall specifically consider assumptions supporting the TMDL. The report should also provide preliminary analysis of the ability to achieve in-lake nutrient reductions and verify that load assignments are appropriate. Upon completion of the report, Consultant(s) shall also review work described herein, and make

recommendations to ensure that work is specifically designed to resolve any deficiencies, where appropriate. Consultant(s) shall also coordinate development of BASIN PLAN AMENDMENT language, in coordination with the Regional Board, which can be used to revise the TMDLs as part of the Regional Board's Triennial Reviews.

b. TMDL IMPLEMENTATION PLAN Task 4 - Implement a Watershed-wide Nutrient Monitoring Program. This program shall obtain data necessary to update the Lake Elsinore and Canyon Lake Nutrient TMDL, and to determine compliance with interim and final nitrogen and phosphorus allocations, and compliance with the nitrogen and phosphorus TMDLs. Monitoring and management of monitoring data to update the Lake Elsinore and Canyon Lake Nutrient TMDL shall commence immediately upon approval of this Agreement. An annual report summarizing the data collected for the year shall be submitted to the Regional Board by August 15 of each year.

c. TMDL IMPLEMENTATION PLAN Task 4 - Implement a Lake Elsinore and Canyon Lake Nutrient Monitoring Program. This program shall obtain data necessary to update the Lake Elsinore and Canyon Lake Nutrient TMDLs, and to determine compliance with interim and final nitrogen, phosphorus, chlorophyll A and dissolved oxygen numeric targets. In addition, the monitoring program shall determine the relationship between ammonia toxicity and the total nitrogen allocation to ensure that the total nitrogen allocation will prevent ammonia toxicity in Lake Elsinore and Canyon Lake. Lake monitoring and management of lake monitoring data shall be deferred based on agreement with the Regional Board. Thereafter, an annual report summarizing the data collected for the year shall be submitted to the Regional Board by August 15 of each year.

d. TMDL IMPLEMENTATION PLAN Tasks 9 and 10 - Implement a Plan to Reduce Nutrients from sediments in Lake Elsinore and Canyon Lake. The projects will be based on prepared plans shall evaluate the efficacy of various in-lake treatment technologies to prevent the release of Nutrients from lake sediments as a long-term strategy for control of Nutrients in the sediment. The program may also include a sediment nutrient monitoring program to evaluate the effectiveness of any technologies that may be implemented. Target Date for Completion Date: July 1, 2015 (Interim TMDL targets) July 1, 2020 (Final TMDL targets).

e. TMDL IMPLEMENTATION PLAN Task 11 - Implement a Plan and Schedule for Updating the Existing Lake Elsinore/San Jacinto River Watershed Nutrient Model and the Canyon Lake and Lake Elsinore In-Lake Models. Develop and implement a plan and schedule to update and execute Watersheds and in-lake models to track the progress of TMDL efforts. In-lake models should be analyzed as soon as sufficient data becomes available. Target Date for Completion: December 31, 2018.

f. TMDL IMPLEMENTATION PLAN Task 12 - Investigate, Develop and Implement a Pollutant (Water Quality) Trading Plan. Investigate the feasibility of pollutant trading in the Watersheds, and develop a feasibility plan for Regional Board review and approval. Target Date for Completion: December 31, 2012.

g. Investigate Long Term TMDL Implementation Structure, Cost Sharing Formula and Funding Sources. Investigate possible long term administrative structures, cost sharing formulas and funding sources that can be used to obtain compliance with the TMDL requirements. Target Date for Completion: December 31, 2012.

h. Other Tasks. The TASK FORCE may undertake such other plans, programs and studies as authorized by the TASK FORCE pursuant to II.2.g. of this Agreement.

i. Limitations on MARB. As described above in Section I.h., MARB is an agency of the federal government and is therefore unable to participate in each and every aspect of Section 3 to the same extent as other TASK FORCE MEMBERS. To the extent that it is unable to participate in any tasks under section 3, it reserves the right, in its sole discretion, to participate to the fullest extent that it is able, as a matter of comity.

4. Budgets. The total Annual Budget, adjusted to remove in-kind services, grant funding and funding credits associated with this Agreement shall not exceed $800,000, except as authorized by the TASK FORCE via two-thirds approval via votes based on the Budget for the then current fiscal year pursuant to II.2.g. of this Agreement. The TASK FORCE ADMINSTRATOR shall prepare and submit a proposed Budget for each fiscal year of this Agreement to the TASK FORCE AGENCIES by November 30th. The proposed Budget shall include all anticipated costs for the scope(s) of work developed by the TASK FORCE for the next fiscal year. The TASK FORCE Representatives shall approve the Budget by December 31st. Each TASK FORCE AGENCY shall pay its PRO-RATA SHARE of the approved fiscal year's TASK FORCE Budget and arrears by August 31st of the following year. The Budget for the fiscal year 2012-2013 is included as Exhibit "A" to the Agreement. Approval of this Agreement shall constitute approval of the Budget for fiscal year 2012-2013. Payment of the fiscal year 2012- 2013 Budget shall be by August 31, 2012, or within 30 days of the approval of this Agreement by each TASK FORCE AGENCY, whichever is sooner.

The TASK FORCE ADMINISTRATOR shall endeavor to minimize carry-over fund balances to those necessary to complete work of the TASK FORCE and to maintain contingencies limited to those necessary to ensure work of the TASK FORCE is not impeded. Excess not necessary to complete budgeted work of the TASK FORCE or maintain adequate reserves shall be credited back to the TASK FORCE AGENCIES in the Budget consistent with the PRO-RATA SHARE methodology described in Paragraph II.5 below. THE TASK FORCE AGENCIES shall agree to a reasonable reserve balance as part of each year's Budget.

After September 30th of each year, the TASK FORCE ADMINSTRATOR shall provide an accounting of all PRO RATA SHARES collected via cash or in-kind contributions. If PRO RATA SHARES collected are less than Budget, the TASK FORCE shall meet with Regional Board staff to determine appropriate priorities for scheduled TASK FORCE work and revise Budget based on available funds.

5. Pro-Rata Share Calculation. The annual PRO-RATA SHARE shall be calculated in the following manner:

A. TMDL TASK FORCE costs are identified within the Task Force Budget under Part A: Task Force Regulatory/Administrative Budget (see Exhibit "A") and starting in FY 13-14 shall be shared equally by the TASK FORCE AGENCIES .

B. TMDL TASK FORCE costs identified within the Task Force Budget under Part B: TMDL Implementation Project Budget (see Exhibit "A") shall be shared by the TASK FORCE AGENCIES, based upon participation in the individual program or project. The PRO-RATA SHARE for each TASK FORCE AGENCIES under Part B shall be per an amount agreed upon and/or in kind services among the participating parties.

C. The PRO-RATA SHARE for additional TASK FORCE AGENCIES shall be per in-kind services and/or an amount agreed upon via written amendment of this AGREEMENT per Section II.2.b.

If the estimated funds collected under the PRO-RATA SHARE calculations exceed the BUDGET, the contributions of MS4 CO-PERMITTEES, EVMWD, City of Lake Elsinore, Agricultural Operators, Dairy and other TASK FORCE AGENCIES contributing in excess of the base amount shall be raised or reduced proportionately based on the percentage of their PRO-RATA SHARE, until the estimated total PRO-RATA SHARES equals the BUDGET.

RCFC&WCD shall provide the TASK FORCE ADMINSTRATOR with annual individual MS4 CO-PERMITTEE cost share distribution of the MS4 CO-PERMITTEES PRO-RATA SHARE for each Fiscal Year. The methodology used by RCFC&WCD to calculate the MS4 CO-PERMITEE cost share distribution may be amended at the NPDES MS4 Management Steering Committee.

Pro rata cost shares assigned to TASK FORCE AGENCIES who do not pay shall be considered unfunded portions of the BUDGET, and shall be addressed in Section II.4, paragraph 3 of this Agreement.

6. In-Kind Credits. The TASK FORCE shall accept in-kind contributions or credits for TASK FORCE work defined under this AGREEMENT per Section II.3 as agreed to annually by the TASK FORCE. The PRO-RATA SHARE of a TASK FORCE AGENCY shall be reduced by the value of IN-KIND CREDITS provided toward agreed-upon budgeted tasks by, or on behalf, of the TASK FORCE AGENCY(S). Credits shall be applied to each budget period and adjusted at the end of each budget year based on actual verified costs unless deferred to a future budget year among the TASK FORCE AGENCIES with credits.

7. Modifications to the TASK FORCE PRO-RATA SHARE methodology. The methodology deriving the TASK FORCE PRO-RATA SHARE as provided in Section II.5 of this Agreement may be modified upon written approval of all then existing TASK FORCE AGENCIES who's PRO-RATA SHARE would be affected.

8. The TASK FORCE AGENCIES shall cooperate fully with one another to attain the purposes of this Agreement.

9. Nothing in this Agreement, nor the work set forth in this Agreement, nor any activity approved or carried out by the TASK FORCE AGENCIES hereunder, is intended to be nor shall be interpreted as a waiver by TASK FORCE AGENCIES of the "Maximum Extent Practicable" standard set forth in the Clean Water Act (33 U.S.C. Section 1251 *et seq.)*.

10. Each TASK FORCE AGENCY shall indemnify, defend, and hold each of the other TASK FORCE AGENCIES, including their special districts, officials, agents, officers, and employees, harmless from and against any and all liability and expense arising from any act or omission of such TASK FORCE AGENCY, its officials, agents, officers, and employees, in connection with this Agreement, including but not limited to defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage; provided, however, that no TASK FORCE AGENCY shall indemnify another TASK FORCE AGENCY for that TASK FORCE AGENCY's own negligence or willful misconduct.

    MARB, as an agency of the federal government, is unable to indemnify or hold harmless any other TASK FORCE AGENCY for any liability arising under this agreement. MARB expressly does not indemnify or hold harmless any other TASK FORCE AGENCY for any injuries or liabilities, to itself, to any third party or to MARB, or its employees under this agreement or any activities carried out under authority of this agreement.

11. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the TASK FORCE

    AGENCIES hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each of the TASK FORCE AGENCIES indemnifies, defends, and holds harmless each other TASK FORCE AGENCY for any liability, cost, or expense that may be imposed upon such other TASK FORCE AGENCY solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

    MARB, as an agency of the federal government, is unable to indemnify or hold harmless any other TASK FORCE AGENCY for any liability arising under this agreement. MARB expressly does not indemnify or hold harmless any TASK FORCE AGENCY for any injuries or liabilities, to itself, to any third party or to MARB or their employees under this agreement or any activities carried out under authority of this agreement. Tort liability for federal employees, including employees of MARB, is expressly authorized and limited by the Federal Tort Claims Act, which will control liability of MARB and their employees under the terms of this agreement.

12. All obligations of CALTRANS under the terms of this Agreement are subject to the appropriation of the resources by the Legislature and the allocation of resources by the California Transportation Commission. This Agreement has been written before ascertaining the availability of Federal or State legislative appropriation of funds, for the mutual benefit of the TASK FORCE AGENCIES in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. This Agreement is valid and enforceable as to each of the CALTRANS as if sufficient funds have been made available to CALTRANS by the United States Government or California State Legislature for the purposes set forth in this Agreement. If the United States Government or the California State Legislature does not appropriate sufficient funds for CALTRANS to participate in this Agreement, this Agreement may be amended in writing by the TASK FORCE AGENCIES to reflect any agreed-upon reduction in the percentage of funds contributed by CALTRANS to continue its participation in this Agreement. CALTRANS, however, has the option to withdraw from this Agreement in the event sufficient funds are not appropriated for CALTRANS. Should CALTRANS exercise its option to withdraw from this Agreement, CALTRANS shall remain responsible for its share of liability, if any, incurred while participating in this Agreement.

13. No TASK FORCE AGENCY shall have a financial obligation to any other TASK FORCE AGENCY under this Agreement, except as expressly provided herein.

14. Any notices, invoices, reports, correspondence, or other communication concerning this Agreement shall be directed to the TASK FORCE AGENCY REPRESENTATIVE on file with the TASK FORCE ADMINISTRATOR, except that any TASK FORCE AGENCY may change its name or address by giving the other TASK FORCE AGENCIES at least ten days written notice of the new name or address.

15. The TASK FORCE AGENCIES are, and shall at all times remain as to each other, wholly independent entities. No TASK FORCE AGENCY to this Agreement shall have power to incur any debt, obligation, or liability on behalf of any other TASK FORCE AGENCY unless expressly provided to the contrary by this Agreement. No employee, agent, or officer of a TASK FORCE AGENCY shall be deemed for any purpose whatsoever to be an agent, employee or officer of another TASK FORCE AGENCY.

16. This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs, and assigns of each TASK FORCE AGENCY.

17. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California, except as to the March Air Reserve Base to whom federal law is applicable.

18. If any provision of this Agreement shall be determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.

19. Each individual TASK FORCE AGENCY has been represented by its own separate counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language and any ambiguities shall not be resolved against the drafting TASK FORCE AGENCY.

20. Each of the persons signing below on behalf of a TASK FORCE AGENCY represents and warrants that he or she is authorized to sign this Agreement on behalf of such TASK FORCE AGENCY.

21. Duration of Agreement. This Agreement shall terminate **June 30, 2017** (unless extended by mutual agreement of all TASK FORCE AGENCIES), provided that all debts and liabilities of the TASK FORCE are satisfied. Notwithstanding the foregoing, each TASK FORCE AGENCY reserves the right to withdraw from the TASK FORCE at any time, upon sixty (60) days prior written notice to the TASK FORCE. TASK FORCE contingency, projects, and studies underway at the time of withdrawal shall continue to be fully funded by the withdrawing TASK FORCE AGENCY until the end of the fiscal year in which the TASK FORCE AGENCY gave notice to withdraw.

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

23. Amendment. This Agreement may not be amended except in a writing signed by all the TASK FORCE AGENCIES.

IN WITNESS WHEREOF, the TASK FORCE AGENCIES have executed this AGREEMENT on the date set forth below:

CALIFORNIA DEPARTMENT OF FISH AND GAME

BY_____

DATE_____

CALIFORNIA DEPARTMENT OF TRANSPORTATION

BY_____

DATE_____

CITY OF BEAUMONT

BY_____
Mayor

DATE_____

CITY OF CANYON LAKE

BY_____
Mayor

DATE_____

CITY OF HEMET

BY_____
Mayor

DATE_____

CITY OF LAKE ELSINORE

BY_____
Mayor

DATE_____

CITY OF MENIFEE

BY_____
Mayor

DATE_____

CITY OF MORENO VALLEY

BY_____
Mayor

DATE:_____

CITY OF MURRIETA

BY_____
Mayor

DATE_____

CITY OF PERRIS

BY_____
Mayor

DATE_____

CITY OF RIVERSIDE

BY_____
Mayor

DATE_____

CITY OF SAN JACINTO

BY_____
Mayor

DATE_____

CITY OF WILDOMAR

BY_____
Mayor

DATE_____

COUNTY OF RIVERSIDE

BY_____

DATE_____

U.S. AIR FORCE
(MARCH AIR RESERVE BASE)

BY_____

DATE_____

EASTERN MUNICIPAL WATER DISTRICT

BY_____

DATE_____

WESTERN RIVERSIDE COUNTY AGRIGULTURE COALITION

BY_____

DATE_____

ELSINORE VALLEY MUNICIPAL WATER DISTIRCT

BY_____

DATE_____

SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD

BY_____

DATE_____

MARCH JOINT POWERS AUTHORITY

BY_____

DATE_____

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

BY_____

DATE_____

Approved FY 2012-13 Budget: Lake Elsinore & Canyon Lake TMDL Task Force

Summary Task Force Expenditures

		Budget 2012-13
	Part A: Task Force Regulatory/Administrative Budget	
1.	**Task Force Administration**	$ 50,000
	Task Force Administrator (LESJWA)	
	Annual Water Quality Reporting and Database Management	
	Amend Task Force Agreement	
	Grant Preparation	
2.	**TMDL Compliance Expert**	$ 50,000
	Risk Sciences	
3.	**Pollutant Trading Program Development**	$ 60,000
	TBD	
4.	**Contingency** (approximately 10% of direct stakeholder expenses)	$ 16,000
	TMDL Task Force Regulatory/Administrative Budget	**$ 176,000**
	Part B: TMDL Implementation Project Budget	
1.	**TMDL Compliance Monitoring**	
	Watershed-wide Nutrient Monitoring Program	$ 85,000
	Watershed-wide Nutrient Monitoring & Report Preparation (Weston Solutions)	$ 70,000
	Wet Year Watershed-wide Monitoring (weather dependant) (RCFC&WCD)	$ -
	Lab Analysis, Watershed-wide Monitoring (RCFC&WCD)	$ 15,000
	Stream gauge O&M (RCFC&WCD)	$ -
	Lake Elsinore Nutrient Monitoring Program	$ -
	Lake Elsinore Nutrient Monitoring & Lab Analysis (EVMWD)	$ -
	Canyon Lake Nutrient Monitoring Program	$ -
	Canyon Lake Nutrient Monitoring & Lab Analysis (EVMWD)	$ -
2.	**Lake Elsinore Project Alternatives**	
	Aeration & Destratification System O&M (to be handled by separate agreement)	
	O&M	$ -
	Pollutant Trading Administration (3% of O&M Costs)	$ -
	Fishery Management O&M	$ -
	Carp Removal Program	$ -
	Pollutant Trading Administration (3% of O&M Costs)	$ -
3.	**Canyon Lake Project Alternatives**	$ 220,000
	Permitting	$ 30,000
	O&M Agreement	$ 20,000
	Detailed Design	$ 150,000
	Construction	$ -
	O&M	$ -
	Project Administration (10% of budgeted expenses)	$ 20,000
	Pollutant Trading Administration (3% of O&M Costs)	$ -
		$ -
		$ -
		$ -
	TMDL Task Force Implementation Budget	**$ 305,000**
	TMDL Task Force Budget :	**$ 481,000**

Task Force Agency Contributions Summary

Budget 2012-13

1. Task Force Agency Allocation

	Administrative (Part A)	Project Implementation (Part B)	Total
MS4 Co-Permittees (Total)	**$ 105,600**	**$ 249,988**	**$ 355,588**
Riverside County	$ 18,981	$ 44,935	$ 63,916
City of Beaumont	$ 2,249	$ 5,324	$ 7,574
City of Canyon Lake	$ 1,958	$ 4,636	$ 6,595
City of Hemet	$ 13,087	$ 30,980	$ 44,067
City of Lake Elsinore	$ 6,955	$ 16,466	$ 23,421
City of Moreno Valley	$ 30,284	$ 71,691	$ 101,974
City of Murrieta	$ 375	$ 888	$ 1,263
City of Perris	$ 9,560	$ 22,632	$ 32,192
City of Riverside	$ 1,710	$ 4,047	$ 5,757
City of San Jacinto	$ 6,420	$ 15,197	$ 21,617
City of Menifee	$ 11,796	$ 27,925	$ 39,721
City of Wildomar	$ 2,225	$ 5,267	$ 7,492
Elsinore Valley Municipal Water District (EVMWD)	**$ 8,800**	**$ 4,250**	**$ 13,050**
San Jacinto Agricultural Operators	**$ 8,800**	**$ 19,478**	**$ 28,278**
San Jacinto Dairy & CAFO Operators	**$ 8,800**	**$ 10,034**	**$ 18,834**
CALTRANS - freeway	**$ 8,800**	**$ 4,250**	**$ 13,050**
CA DF&G - San Jacinto Wetlands	**$ 8,800**	**$ 4,250**	**$ 13,050**
Eastern Municipal Water District	**$ 8,800**	**$ 4,250**	**$ 13,050**
March Air Reserve Base Joint Powers Authority	**$ 8,800**	**$ 4,250**	**$ 13,050**
US Air Force (March Air Reserve Base)	**$ 8,800**	**$ 4,250**	**$ 13,050**
Total Funding Required	**$ 176,000**	**$ 305,000**	**$ 481,000**

Notes:

Task Force Administration

a. Organize and facilitate TMDL TASK FORCE and TAC meetings,
b. Perform secretarial, clerical and administrative services, including providing meeting summaries to TMDL TASK FORCE members,
c. Manage TMDL TASK FORCE funds and prepare annual reports of TMDL TASK FORCE assets and expenditures,
d. Serve as the contracting party, for the benefit of the TMDL TASK FORCE, for contracts with all consultants, contractors, vendors and other entities,
e. Seek funding grants to assist with achieving goals and objectives of the TMDL TASK FORCE.
f. Coordinate with other agencies and organizations as necessary to facilitate TMDL TASK FORCE work.
g. Administer the preparation of quarterly and annual reports, as required by the TMDL Implementation Plan, and submit them as required by the TMDL Implementation Plan on behalf of the TMDL TASK FORCE.
h. Possible administrator of future pollutant trading (water quality trading) agreements.

TMDL Compliance Expert

a. Support Task Force Agency as a Regulatory Strategist and Compliance Expert .
b. Develop implementation strategy to address TMDL compliance with nutrient targets
c. Plan and prepare Basin Plan Amendment for TMDL
d. Sub-contract out pollutant trading agreement preparation by consultant

Task Force Agency Contributions Detailed Tables

Part A: Task Force Regulatory/Administrative Budget

Task Force Regulatory/Administrative Expenses

	Allocation
MS4 Co-Permittees	**$ 105,600**
Riverside County	$ 18,981
City of Beaumont	$ 2,249
City of Canyon Lake	$ 1,958
City of Hemet	$ 13,087
City of Lake Elsinore	$ 6,955
City of Moreno Valley	$ 30,284
City of Murrieta	$ 375
City of Perris	$ 9,560
City of Riverside	$ 1,710
City of San Jacinto	$ 6,420
City of Menifee	$ 11,796
City of Wildomar	$ 2,225
Elsinore Valley Municipal Water District (EVMWD)	**$ 8,800**
San Jacinto Agricultural Operators	**$ 8,800**
San Jacinto Dairy & CAFO Operators	**$ 8,800**
CALTRANS - freeway	**$ 8,800**
CA DF&G - San Jacinto Wetlands	**$ 8,800**
Eastern Municipal Water District	**$ 8,800**
March Air Reserve Base Joint Powers Authority	**$ 8,800**
US Air Force (March Air Reserve Base)	**$ 8,800**
Funding Required	**$ 176,000**

Part B: TMDL Implementation Project Budget

TMDL Compliance Monitoring Expenses

Watershed-wide Nutrient Monitoring Program

	Allocation
MS4 Co-Permittees	**$ 51,000**
Riverside County	$ 9,167
City of Beaumont	$ 1,086
City of Canyon Lake	$ 946
City of Hemet	$ 6,320
City of Lake Elsinore	$ 3,359
City of Moreno Valley	$ 14,626
City of Murrieta	$ 181
City of Perris	$ 4,617
City of Riverside	$ 826
City of San Jacinto	$ 3,100
City of Menifee	$ 5,697
City of Wildomar	$ 1,075
Elsinore Valley Municipal Water District (EVMWD)	**$ 4,250**
San Jacinto Agricultural Operators	**$ 4,250**
San Jacinto Dairy & CAFO Operators	**$ 4,250**
CALTRANS - freeway	**$ 4,250**
CA DF&G - San Jacinto Wetlands	**$ 4,250**
Eastern Municipal Water District	**$ 4,250**
March Air Reserve Base Joint Powers Authority	**$ 4,250**
US Air Force (March Air Reserve Base)	**$ 4,250**
Funding Required	**$ 85,000**

Lake Elsinore Nutrient Monitoring Program	Allocation
MS4 Co-Permittees	$ -
Riverside County	$ -
City of Beaumont	$ -
City of Canyon Lake	$ -
City of Hemet	$ -
City of Lake Elsinore	$ -
City of Moreno Valley	$ -
City of Murrieta	$ -
City of Perris	$ -
City of Riverside	$ -
City of San Jacinto	$ -
City of Menifee	$ -
City of Wildomar	$ -
Elsinore Valley Municipal Water District (EVMWD)	$ -
San Jacinto Agricultural Operators	$ -
San Jacinto Dairy & CAFO Operators	$ -
CALTRANS - freeway	$ -
CA DF&G - San Jacinto Wetlands	$ -
Eastern Municipal Water District	$ -
March Air Reserve Base Joint Powers Authority	$ -
US Air Force (March Air Reserve Base)	$ -
Funding Required	**$ -**

Canyon Lake Nutrient Monitoring Program	Allocation
MS4 Co-Permittees	$ -
Riverside County	$ -
City of Beaumont	$ -
City of Canyon Lake	$ -
City of Hemet	$ -
City of Lake Elsinore	$ -
City of Moreno Valley	$ -
City of Murrieta	$ -
City of Perris	$ -
City of Riverside	$ -
City of San Jacinto	$ -
City of Menifee	$ -
City of Wildomar	$ -
Elsinore Valley Municipal Water District (EVMWD)	$ -
San Jacinto Agricultural Operators	$ -
San Jacinto Dairy & CAFO Operators	$ -
CALTRANS - freeway	$ -
CA DF&G - San Jacinto Wetlands	$ -
Eastern Municipal Water District	$ -
March Air Reserve Base Joint Powers Authority	$ -
US Air Force (March Air Reserve Base)	$ -
Funding Required	**$ -**

Lake Elsinore Project Alternatives

Aeration & Destratification System O&M

	Allocation
MS4 Co-Permittees	$ -
Riverside County	$ -
City of Beaumont	$ -
City of Canyon Lake	$ -
City of Hemet	$ -
City of Lake Elsinore	$ -
City of Moreno Valley	$ -
City of Murrieta	$ -
City of Perris	$ -
City of Riverside	$ -
City of San Jacinto	$ -
City of Menifee	$ -
City of Wildomar	$ -
Elsinore Valley Municipal Water District (EVMWD)	$ -
San Jacinto Agricultural Operators	$ -
San Jacinto Dairy & CAFO Operators	$ -
CALTRANS - freeway	$ -
CA DF&G - San Jacinto Wetlands	$ -
Eastern Municipal Water District	$ -
March Air Reserve Base Joint Powers Authority	$ -
US Air Force (March Air Reserve Base)	$ -
Funding Required	**$ -**

Lake Elsinore Project Alternatives

Fishery Management O&M

	Allocation
MS4 Co-Permittees	$ -
Riverside County	$ -
City of Beaumont	$ -
City of Canyon Lake	$ -
City of Hemet	$ -
City of Lake Elsinore	$ -
City of Moreno Valley	$ -
City of Murrieta	$ -
City of Perris	$ -
City of Riverside	$ -
City of San Jacinto	$ -
City of Menifee	$ -
City of Wildomar	$ -
Elsinore Valley Municipal Water District (EVMWD)	$ -
San Jacinto Agricultural Operators	$ -
San Jacinto Dairy & CAFO Operators	$ -
CALTRANS - freeway	$ -
CA DF&G - San Jacinto Wetlands	$ -
Eastern Municipal Water District	$ -
March Air Reserve Base Joint Powers Authority	$ -
US Air Force (March Air Reserve Base)	$ -
Funding Required	**$ -**

Canyon Lake Project Alternatives

	Allocation
MS4 Co-Permittees	$ 198,988
Riverside County	$ 35,767
City of Beaumont	$ 4,238
City of Canyon Lake	$ 3,690
City of Hemet	$ 24,660
City of Lake Elsinore	$ 13,106
City of Moreno Valley	$ 57,065
City of Murrieta	$ 707
City of Perris	$ 18,015
City of Riverside	$ 3,221
City of San Jacinto	$ 12,097
City of Menifee	$ 22,228
City of Wildomar	$ 4,193
Elsinore Valley Municipal Water District (EVMWD)	$ -
San Jacinto Agricultural Operators	$ 15,228
San Jacinto Dairy & CAFO Operators	$ 5,784
CALTRANS - freeway	
CA DF&G - San Jacinto Wetlands	
Eastern Municipal Water District	$ -
March Air Reserve Base Joint Powers Authority	
US Air Force (March Air Reserve Base)	
	$ 220,000

***Cost formula*: based upon the 1:1 ratio of TP to TN contributions from urban and agricultural runoff as projected in the respective Riverside County Comprehensive Nutrient Reduction Plan and San jacinto Agricultural Nutrient Reduction Plan**

Task Force Agency Contributions Detailed Tables

	Allocation
MS4 Co-Permittees (Total)	**$ 355,588**
Task Force Regulatory/Administrative Expenses	$ 105,600
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	$ 51,000
Lake Elsinore Nutrient Monitoring Program	$ -
Canyon Lake Nutrient Monitoring Program	$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	$ -
Fishery Management O&M	$ -
Canyon Lake Project Alternatives	$ 198,988
Riverside County	**$ 63,916**
Task Force Regulatory/Administrative Expenses	$ 18,981
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	$ 9,167
Lake Elsinore Nutrient Monitoring Program	$ -
Canyon Lake Nutrient Monitoring Program	$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	$ -
Fishery Management O&M	$ -
Canyon Lake Project Alternatives	$ 35,767
	$ -
City of Beaumont	**$ 7,574**
Task Force Regulatory/Administrative Expenses	$ 2,249
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	$ 1,086
Lake Elsinore Nutrient Monitoring Program	$ -
Canyon Lake Nutrient Monitoring Program	$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	$ -
Fishery Management O&M	$ -
Canyon Lake Project Alternatives	$ 4,238
	$ -
City of Canyon Lake	**$ 6,595**
Task Force Regulatory/Administrative Expenses	$ 1,958
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	$ 946
Lake Elsinore Nutrient Monitoring Program	$ -
Canyon Lake Nutrient Monitoring Program	$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	$ -
Fishery Management O&M	$ -
Canyon Lake Project Alternatives	$ 3,690

City of Hemet	**$**	**44,067**
Task Force Regulatory/Administrative Expenses	$	13,087
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	6,320
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	24,660
City of Lake Elsinore	**$**	**23,421**
Task Force Regulatory/Administrative Expenses	$	6,955
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	3,359
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	13,106
City of Moreno Valley	**$**	**101,974**
Task Force Regulatory/Administrative Expenses	$	30,284
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	14,626
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	57,065
City of Murrieta	**$**	**1,263**
Task Force Regulatory/Administrative Expenses	$	375
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	181
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	707

City of Perris	**$ 32,192**
Task Force Regulatory/Administrative Expenses	$ 9,560
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	$ 4,617
Lake Elsinore Nutrient Monitoring Program	$ -
Canyon Lake Nutrient Monitoring Program	$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	$ -
Fishery Management O&M	$ -
Canyon Lake Project Alternatives	$ 18,015
City of Riverside	**$ 5,757**
Task Force Regulatory/Administrative Expenses	$ 1,710
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	$ 826
Lake Elsinore Nutrient Monitoring Program	$ -
Canyon Lake Nutrient Monitoring Program	$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	$ -
Fishery Management O&M	$ -
Canyon Lake Project Alternatives	$ 3,221
City of San Jacinto	**$ 21,617**
Task Force Regulatory/Administrative Expenses	$ 6,420
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	$ 3,100
Lake Elsinore Nutrient Monitoring Program	$ -
Canyon Lake Nutrient Monitoring Program	$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	$ -
Fishery Management O&M	$ -
Canyon Lake Project Alternatives	$ 12,097
City of Menifee	**$ 39,721**
Task Force Regulatory/Administrative Expenses	$ 11,796
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	$ 5,697
Lake Elsinore Nutrient Monitoring Program	$ -
Canyon Lake Nutrient Monitoring Program	$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	$ -
Fishery Management O&M	$ -
Canyon Lake Project Alternatives	$ 22,228

City of Wildomar	$	**7,492**
Task Force Regulatory/Administrative Expenses	$	2,225
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	1,075
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	4,193
Elsinore Valley Municipal Water District (EVMWD)	$	**13,050**
Task Force Regulatory/Administrative Expenses	$	8,800
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	4,250
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	-
San Jacinto Agricultural Operators	$	**28,278**
Task Force Regulatory/Administrative Expenses	$	8,800
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	4,250
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	15,228
San Jacinto Dairy & CAFO Operators	$	**18,834**
Task Force Regulatory/Administrative Expenses	$	8,800
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	4,250
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	5,784

CALTRANS - freeway	$	13,050
Task Force Regulatory/Administrative Expenses	$	8,800
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	4,250
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	-
CA DF&G - San Jacinto Wetlands	$	13,050
Task Force Regulatory/Administrative Expenses	$	8,800
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	4,250
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	-
Eastern Municipal Water District	$	13,050
Task Force Regulatory/Administrative Expenses	$	8,800
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	4,250
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	-
March Air Reserve Base Joint Powers Authority	$	13,050
Task Force Regulatory/Administrative Expenses	$	8,800
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	4,250
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	-
US Air Force (March Air Reserve Base)	$	13,050
Task Force Regulatory/Administrative Expenses	$	8,800
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	4,250
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	-
Total:	**$**	**481,000**

PROJECTED - Task Force Agency Contributions through FY 2010-11

	Cummulative Credit / (Debit)
MS4 Co-Permittees (Total)	$ 359,205
Riverside County	$ 72,513
City of Beaumont	$ 5,009
City of Canyon Lake	$ 5,384
City of Hemet	$ 33,909
City of Lake Elsinore	$ 106,017
City of Moreno Valley	$ 77,550
City of Murrieta	$ 2,247
City of Perris	$ 23,561
City of Riverside	$ 3,642
City of San Jacinto	$ 15,348
City of Menifee	$ 11,798
City of Wildomar	$ 2,225
Elsinore Valley Municipal Water District (EVMWD)	$ 91,830
San Jacinto Agricultural Operators	$ 28,985
San Jacinto Dairy & CAFO Operators	$ 16,452
CALTRANS - freeway	$ -
CA DF&G - San Jacinto Wetlands	$ -
US Forest Service (USFS)	$ -
Eastern Municipal Water District	$ -
March Air Reserve Base Joint Powers Authority	$ -
US Air Force (March Air Reserve Base)	$ -
Total Credits	**$ 855,677**

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: August 28, 2012

TITLE: REJECTION OF ALL BIDS FOR CONSTRUCTION OF THE TRANSPORTATION MANAGEMENT CENTER – PROJECT NO. 808 0005 70 76

RECOMMENDED ACTIONS

Staff recommends that the City Council:

1. Reject all bids opened on July 2, 2012 for the Transportation Management Center project.

2. Direct staff to re-advertise for construction bids for the Transportation Management Center project.

BACKGROUND

In 2009, the Transportation Engineering Division completed an ITS Master Plan which provided recommendations for a systems-based approach to updating the City's traffic control infrastructure. The Transportation Management Center (TMC) is an integral component of the ITS Master Plan.

The Transportation Management Center (TMC) project was first approved in the 2008/2009 Capital Improvement Program. The City Council authorized a contract for software procurement for the TMC on July 10, 2011.

On May 8, 2012, the City Council appropriated the necessary funds to complete construction of the Transportation Management Center.

The project consists of reconfiguring existing underutilized space adjacent to the City Council foyer for use as a TMC, including partitioning the space for use of the northernmost portion by Media and Communications. The work also includes an update to

the City Council foyer to provide a media briefing area and new floor and wall treatments.

DISCUSSION

Design and bid documents were completed in June 2012 by TR Design Group. The estimate for the work was $129,000. City staff advertised the Transportation Management Center project on June 13, 2012 and opened bids on July 2, 2012. Five bids were received as follows:

	CONTRACTORS	Total Bid Amounts
1.	Robert D. Gosney Construction, Hesperia	$211,215
2.	Joud Construction Company, Corona	$264,500
3.	Rasmussen Bros. Construction, Inc., Fallbrook	$275,075
4.	Dalke & Sons Construction, Inc., Riverside	$330,230
5.	Avi-Con, Inc. dba CA Construction, Riverside	non-responsive

The lowest responsible bidder was determined by the Base Bid and all additive alternates, as stipulated in the bidding documents. The unofficial apparent low bidder was disqualified due to having an expired contractor's license at the bid deadline. Staff has reviewed the bid from Robert D. Gosney Construction and finds that firm to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by Robert D. Gosney Construction in their bid. Thus, the City Council may choose to award to Robert D. Gosney Construction; however, staff does not recommend this option.

Staff recommends that the City Council reject all bids and direct staff to re-advertise the project. The following justification is provided:

1. All bids were substantially above the estimated cost to perform the work ($129,000). Staff believes allocating more time for bidders to review the work would result in improved pricing.
2. The project team has identified several improvements to the plans and specifications that are expected to result in better pricing if the project were re-advertised.

Public Contract Code Section 20166 allows the City Council the discretion to reject any (or all) bids presented and re-advertise. Re-advertising the project with modified plans and specifications is expected to result in bids in line with budgeted funding.

ALTERNATIVES

1. By motion approve and authorize the recommended actions as presented in this staff report. *This alternative is expected to result in completion of the project within available budget.*

2. Award the contract to the lowest responsible bidder, and allocate additional funding. *This alternative would allow the project to be constructed sooner, but at significantly more cost than budgeted. If the City Council authorizes this alternative, staff will prepare a followup report to present a funding plan.*

FISCAL IMPACT

This project is included in the Fiscal Year 2012/2013 Capital Improvements Project Budget and is funded using the Traffic Signals Development Impact Fee Fund (Fund 3302) and the Air Quality Management Fund (Fund 2005). These funds can only be used for traffic signal and air quality improvement purposes. There is no impact to the General Fund.

AVAILABLE FUNDS*

FY 2012/2013 Development Impact Fees—	
G/L Account No. 3302-70-76-80008	
Project No. 808-0005-70-76-3302	$217,578.00
FY 2012/2013 Air Quality Management—	
G/L Account No. 2005-70-76-80008	
Project No. 808-0005-70-76-2005	$14,646.00
Available Funds	**$232,224.00**

*—FY2012/2013 budget estimates do not account for final carryover amounts.

ESTIMATED COSTS (FY12/13 only)

Construction (including 15% contingency)	$149,000.00
City-Furnished Equipment	$58,000.00
Administration/Project Management	$25,000.00
Total Estimated Cost	**$232,000.00**

ANTICIPATED PROJECT SCHEDULE

Re-advertise	September 2012
Award construction contract	October 2012
Construction contract duration	November 2012-March 2013
Installation of furniture and computer equipment	April 2013

CITY COUNCIL GOALS

Advocacy. Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives, and goals to appropriate external governments, agencies and corporations.

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

Public Facilities and Capital Projects. Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

Community Image, Neighborhood Pride and Cleanliness. Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

ATTACHMENT

Attachment "A" – Location Map
Attachment "B" – Floor Plan

Prepared By:
John Kerenyi
Senior Engineer, P.E.

Department Head Approval
Ahmad R. Ansari, P.E
Public Works Director/City Engineer

Concurred By:
Eric Lewis, P.E.
City Traffic Engineer/Transportation Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

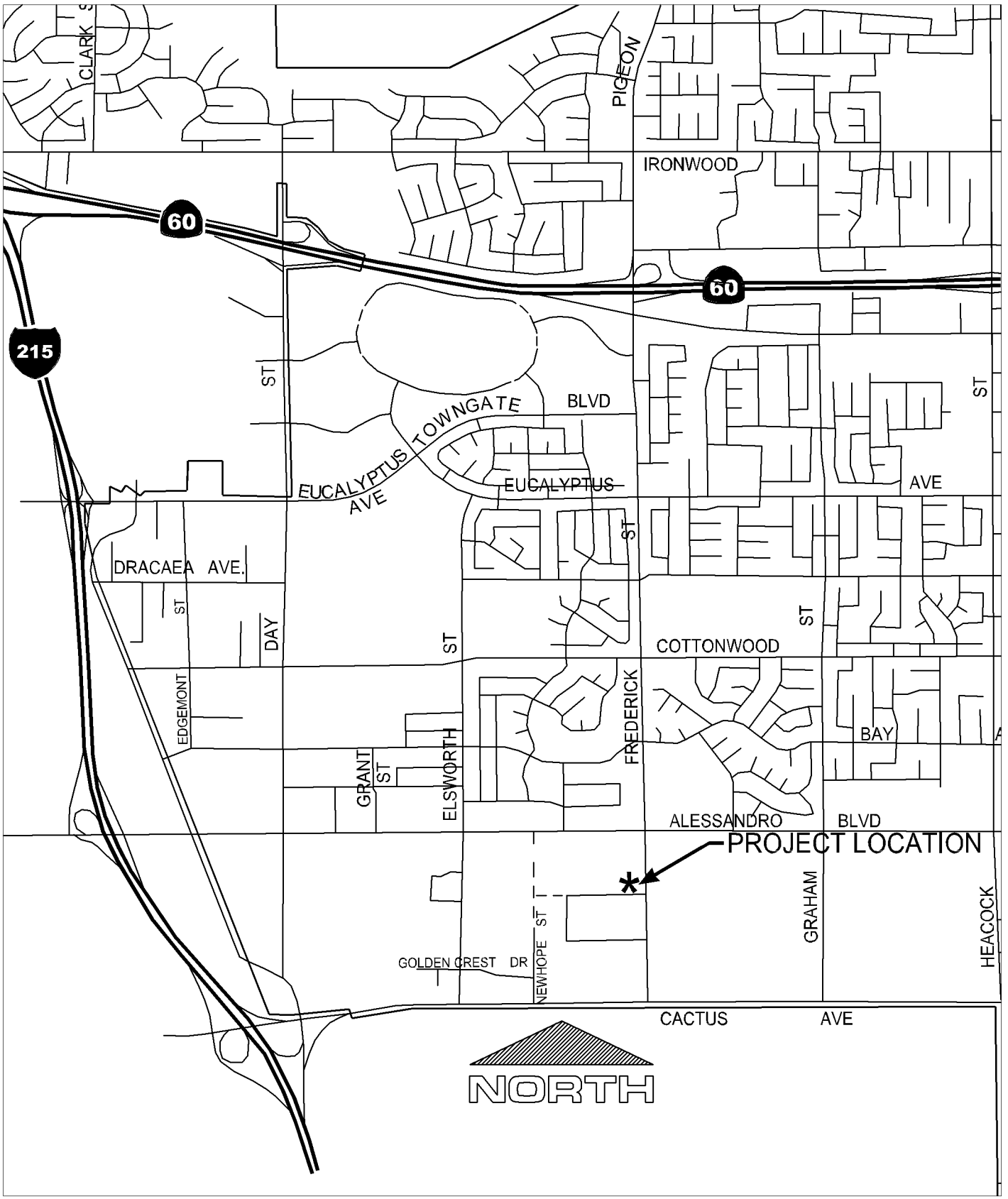

ATTACHMENT "A" — LOCATION MAP

LOCATION MAP
Public Works Department
Transportation Division

ATTACHMENT A

TRANSPORTATION MANAGEMENT CENTER
Project No. 10-1376

Item No. A.7

MV00174751

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MV00174752

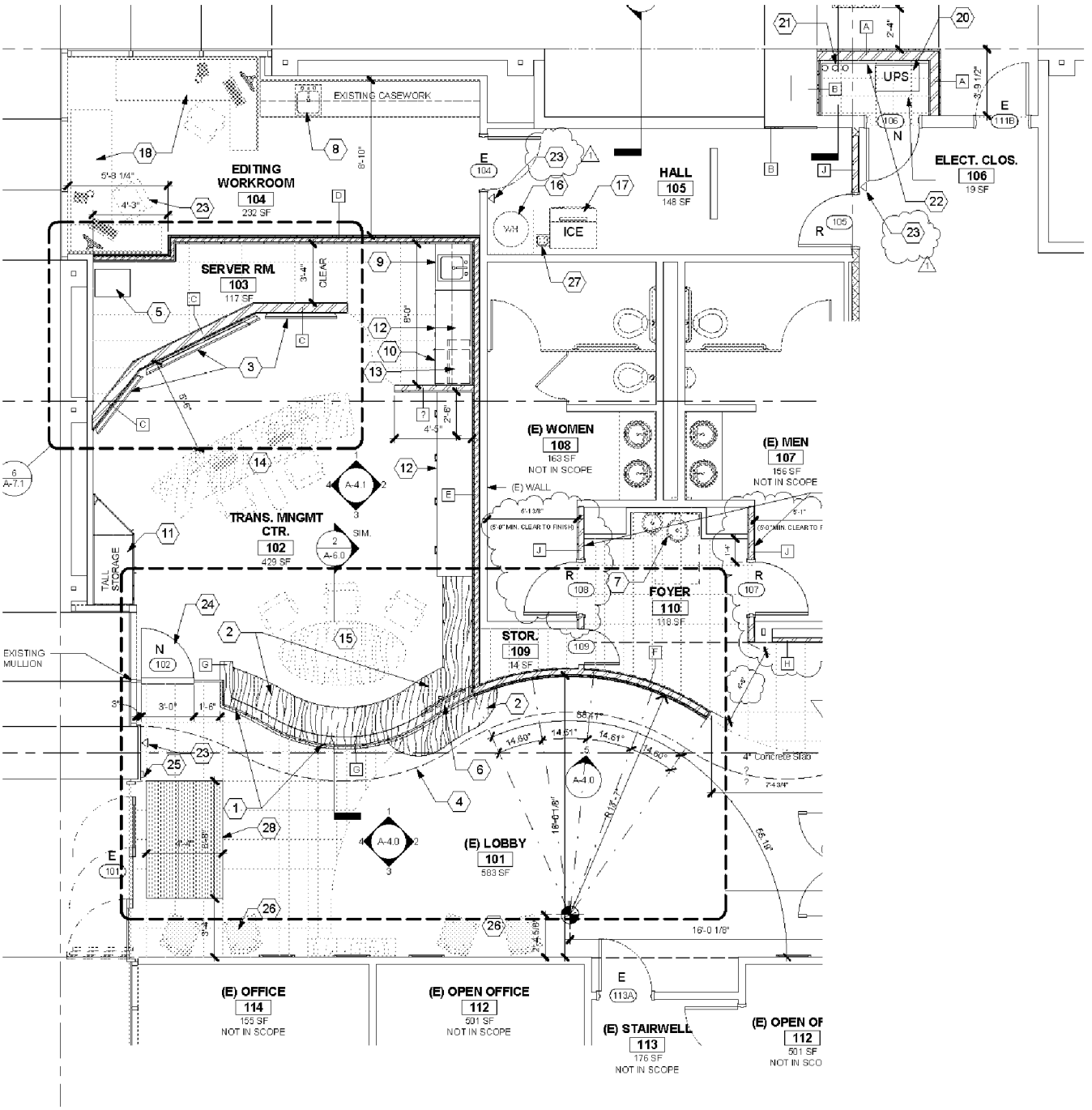

ATTACHMENT B
Floor Plan

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MV00174754

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer and Barry Foster Community & Economic Development Director

AGENDA DATE: August 28, 2012

TITLE: PA08-0072 – REQUEST TO CONDUCT A FULL ROAD CLOSURE OF RESOURCE WAY FROM CORPORATE STREET TO FREDERICK STREET FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM SEPTEMBER 3, 2012 – OCTOBER 1, 2012

DEVELOPER: US REAL ESTATE LIMITED PARTNERSHIP, SAN ANTONIO, TX 78230

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize a full road closure of Resource Way from Corporate Street to Frederick Street for the construction of street improvements from September 3, 2012 – October 1, 2012.

BACKGROUND

The Planning Commission approved this project on April 9, 2009. The project consists of a 522,774 square-foot industrial warehouse building to be located on the west side of Frederick Street between Cactus Avenue and Resource Way.

The Conditions of Approval required public improvements along Resource Way, Frederick Street and Cactus Avenue. On March 13, 2012, the City Council of the City of Moreno Valley approved the Public Improvement Agreement along with the corresponding securities. The Agreement and securities include the construction of the public street improvements.

DISCUSSION

As part of the public improvements, the Developer is requesting a full road closure of Resource Way from Corporate Street to Frederick Street. The road closure will be conducted in such a manner that will provide local and emergency vehicle access to affected properties.

The entire duration of road closure will be four (4) weeks or approximately 28 calendar days. The request for the road closure is due to major improvement work including, but not limited to, removal of existing asphalt pavement, installation of asphalt paving, sidewalk, street lights, landscaping, storm drain culverts, and associated signing and striping. All of the work will be reviewed by inspectors from the City of Moreno Valley. It is anticipated that the road will be open to traffic on October 1, 2012.

There are several commercial parcels in the area of construction. The road closure will affect the ingress or egress of these parcels, and it will require a detour to the traveling public. City staff was advised by the developer that all potentially affected property owners have been contacted/notified. This included Social Security Administration, City of Moreno Valley Special Districts Division and Moreno Valley Utility. The road closure/detour/traffic control plan for this closure has been reviewed and approved by the City Traffic Engineer.

ALTERNATIVES

1. Authorize a full road closure of Resource Way from Corporate Street to Frederick Street for the construction of street improvements from September 3, 2012 – October 1, 2012. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

2. Do not authorize a full road closure of Resource Way from Corporate Street to Frederick Street for the construction of street improvements from September 3, 2012 – October 1, 2012. Do not authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues. There would be no road closure. *This alternative would result in an unsafe work environment and would significantly delay the completion of this project.*

FISCAL IMPACT

The developer will be responsible for all costs associated with this proposal.

CITY COUNCIL GOALS

PUBLIC SAFETY
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

NOTIFICATION

The approved traffic control/detour plan requires the contractor to give notification to the Post Office, Police, Fire Department, Ambulance Services, Riverside Transit Authority, Waste Management, and affected businesses. The public will be notified by special roadside signage showing the dates of closure and detour signs.

EXHIBITS

Exhibit "A" – Road Closure Detour Map

Prepared By
Mark W. Sambito, P.E.
Engineering Division Manager

Department Head Approval
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00174758

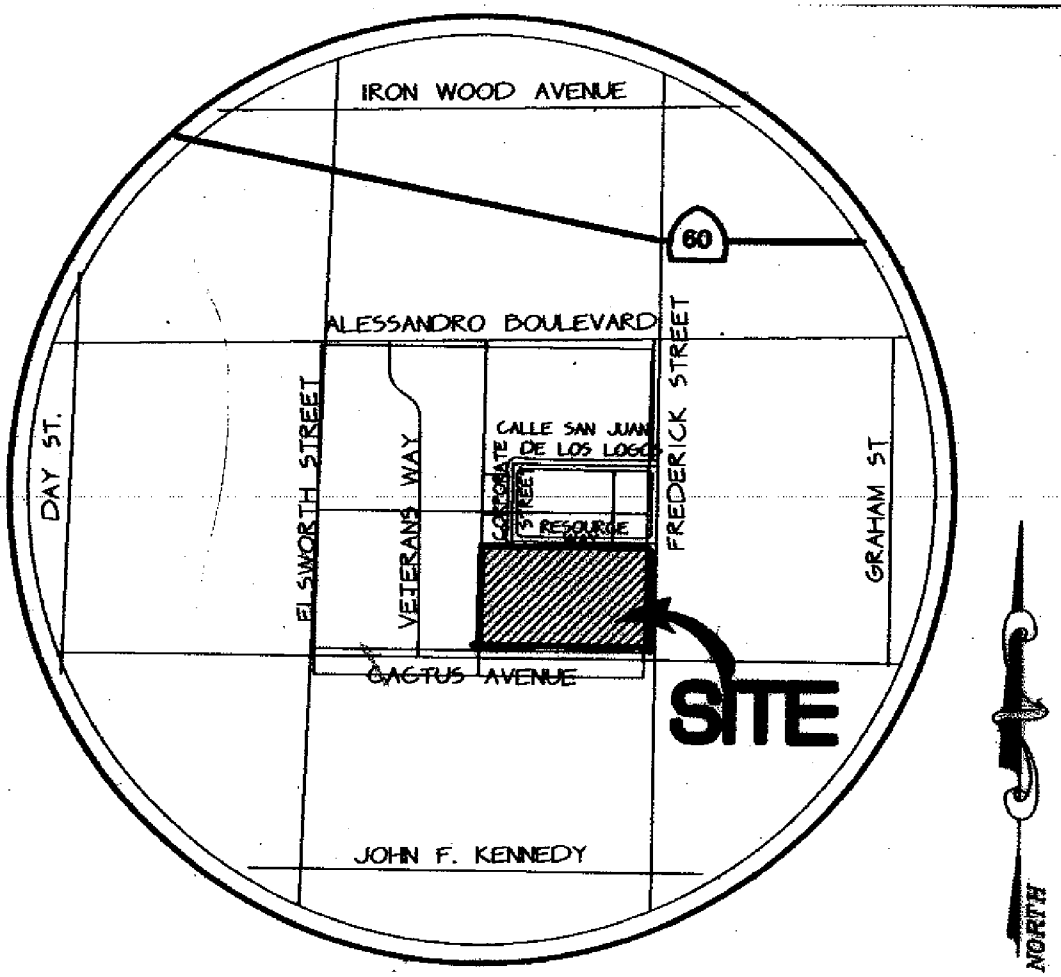

VICINITY MAP

N.T.S.

CITY OF MORENO VALLEY COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT - LAND DEVELOPMENT **EXHIBIT "A"**	**Resource Way** **Road Closure** **PA08-0072**

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MV00174760

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: August 28, 2012

TITLE: P11-048, PA08-0072 – ACCEPT DEVELOPMENT IMPACT FEE (DIF) IMPROVEMENT CREDIT AGREEMENT #D12-002 FOR P11-048, PA08-0072 IMPROVEMENTS ASSOCIATED WITH THE CONCOURSE AT CENTERPOINT INDUSTRIAL BUILDING

NORTHWEST CORNER OF FREDERICK STREET AND CACTUS AVENUE

DEVELOPER: US REAL ESTATE LIMITED PARTNERSHIP
9830 COLONNADE BOULEVARD, SUITE 600
SAN ANTONIO, TX 78230

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Accept the Development Impact Fee Improvement Credit Agreement #D12-002 (DIF Agreement) for P11-048, PA08-0072 improvements and right-of-way dedications.

2. Authorize the Mayor to execute the DIF Agreement in the form attached hereto.

BACKGROUND

On April 9, 2009, the Planning Commission of the City of Moreno Valley approved PA08-0072, a Plot Plan for a 522,772 square-foot industrial warehouse building on 26 acres.

On June 30, 2011, the Community Development Department of the City of Moreno Valley approved P11-048 an Amended Plot Plan for the above-mentioned industrial warehouse building. Amendments to the original Plot Plan approval included revision to the parking lot at the four corners of the building, removal of trash enclosures from inside truck courts, relocation of transformer and electrical room from truck court to the building's east elevation, elimination of landscaping from within the truck court, and the shifting of dock doors and stairs within truck courts.

City Council of the City of Moreno Valley executed the Agreement for Public Improvements and bonds as securities for public improvements in the amount of $3,101,000 for Faithful Performance and $1,550,500 for Material and Labor. The bonds were secured by Travelers Casualty & Surety Company of America.

The City's Municipal Code, Chapter 3.42, "Commercial and Industrial Development Impact Fees" requires the developer to pay Development Impact Fees (DIF). The DIF covers the developer's fair share of the costs to construct improvements and right-of-way dedications that help mitigate the traffic impacts and burdens on the City's network of arterial streets and traffic signals generated by the project.

As part of the project conditions of approval, the developer will be constructing some of the required DIF-related public improvements and dedicating right-of-way. In accordance with the City's Municipal Code, Section 3.42.110, the "Credit for Improvements provided by Developer" will allow the developer to receive a credit for qualifying public improvements made to the designated arterial street(s). The developer's initial credit amount is based on the lower of the DIF Study Costs, the Engineer's Cost Estimate provided by the developer, and the DIF Fee Obligation.

If it is determined that the developer constructed improvements above and beyond the project obligation, they may be eligible for a reimbursement in accordance with the current policy in place at that time. Reimbursements may either be paid per the City policy or used as credits towards any other future project's DIF fee obligations.

DISCUSSION

The developer of P11-048, PA08-0072 was required to construct certain improvements on Cactus Avenue, Frederick Street, and Resource Way.

The developer is eligible to receive DIF Credits for specific improvements identified in the DIF Study for Cactus Avenue which have not already been completed by others or that are part of the Western Riverside Council of Governments (WRCOG) Transportation Uniform Mitigation Fee (TUMF) Program. Qualifying DIF improvements that are not covered by the TUMF Program include median curb, sawcut, removal and disposal of existing pavement in the location of the proposed raised median, traffic striping for left turn pocket, and traffic control.

The developer agrees to perform and complete all of the required public improvements in accordance with the Agreement for Public Improvements. Per the DIF Improvement Credit Agreement, the initial credit is the least of the DIF Study Costs, Engineer's Cost Estimate provided by the developer, and DIF Fee Obligation. Refer to Exhibit "C" – DIF Credit Calculation Table of the DIF Improvement Credit Agreement. The DIF Improvement Credit Agreement is attached to this Staff Report as Attachment 1. Based on the information provided by the developer, the initial DIF Credit for this project is $203,203 for Arterial Streets.

If it is determined at the completion of the project that the developer constructed improvements above and beyond the project obligation, a DIF Improvement Reimbursement Agreement will be presented to City Council at that time. Any reimbursements may either be paid per the City policy or used as credits towards any other future project's DIF fee obligations.

ALTERNATIVES

1. Accept the Development Impact Fee Improvement Credit Agreement #D12-002 (DIF Agreement) for P11-048, PA08-0072 and authorize the Mayor to execute the DIF Agreement in the form attached hereto.

2. Do not accept the Development Impact Fee Improvement Credit Agreement #D12-002 (DIF Agreement) for P11-048, PA08-0072 and do not authorize the Mayor to execute the DIF Agreement in the form attached hereto. *Not approving staff's recommendation would result in no DIF credit being provided to the developer.*

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

NOTIFICATION

Publication of agenda.

ATTACHMENTS

Attachment 1 – DIF Improvement Credit Agreement

Prepared By
Clement Jimenez, P.E..
Senior Engineer

Department Head Approval
Barry Foster
Community and Economic Development Director

Concurred By
Mark W. Sambito, P.E..
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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DEVELOPMENT IMPACT FEES

IMPROVEMENT CREDIT AGREEMENT

NUMBER D12-002

P11-048 (PA08-0072) AMENDED PLOT PLAN FOR ONE BUILDING, 522,772 SQ FT)

This Development Impact Fees Improvement Credit Agreement is made and entered into as of the date the City signs this Agreement, by and between the City of Moreno Valley, a municipal corporation, hereinafter referred to as "City" and the undersigned Developer, hereinafter referred to as "Developer."

RECITALS

WHEREAS, Developer and City have entered into an Agreement for Public Improvements (attached hereto as Exhibit "A"), dated March 21, 2012, which Agreement for Public Improvements sets forth all obligations of the Developer for Public Improvements that are a condition of approval for the above-titled development (hereinafter referred to as the "Project"), some of which may be eligible for Development Impact Fees (hereinafter referred to as "DIF") Credit under this Agreement; and

WHEREAS, the City of Moreno Valley Municipal Code Chapter 3.38 "Residential Development Impact Fees" and Chapter 3.42 "Commercial and Industrial Development Impact Fees" requires Developer to pay the DIF for projects identified in the most recently adopted DIF study (hereinafter referred to as "DIF Obligation") which covers the Project's fair share of the costs to construct improvements that help mitigate the impacts

and burdens on the City's local systems generated by the Project and that are necessary to provide City services and protect the safety, health, and welfare of residential and non-residential users; and

WHEREAS, certain improvements set forth in the Agreement for Public Improvements are also identified in the City's DIF Program as improvements that are to be funded from DIF, which identified improvements are set forth in Exhibit B attached hereto and hereby incorporated by reference and are hereinafter referred to as the DIF Improvements; and

WHEREAS, if the City or some other third party constructs the DIF improvements set forth in the Agreement for Public Improvements prior to Developer, then this Improvement Credit Agreement shall become null and void and the Developer shall be required to pay the full DIF Obligation of the Project; and

WHEREAS, the City and Developer now desire to enter into this Improvement Credit Agreement to provide a means by which the Developer may receive a Credit for required DIF improvements actually constructed by the Developer for the subject Project subject to the terms and limitations set forth in this Agreement.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and City hereby agree as follows:

1.0 General Provisions.

1.1 Incorporation of Recitals. The Parties hereby affirm the facts and provisions set forth in the above Recitals and agree to their incorporation herein as though set forth in full.

1.2 Incorporation of the Agreement for Public Improvements. The Parties hereby affirm the terms, conditions and requirements set forth in the Agreement for Public Improvements (Exhibit "A") and agree to their incorporation herein as though set forth in full.

2.0 DIF Obligation.

2.1 Developer's DIF Obligation. Developer hereby agrees and accepts that, as of April 3, 2012, the Developer is obligated to pay DIF for the Project to City in the amount of nine hundred seventy three thousand four hundred one and forty six one hundredths dollars ($973,401.46) (hereinbefore and hereinafter referred to as the "DIF Obligation"), and of that amount $203,203 is the "Street" component of the DIF Obligation for which the developer may be eligible to receive credits.

2.2 Effect of Agreement. Notwithstanding anything in this Agreement, Developer acknowledges that the DIF Obligation is established by the provisions of the City of Moreno Valley Municipal Code Chapter 3.38 "Residential Development Impact Fees," or Chapter 3.42 "Commercial and Industrial Development Impact Fees," and that this Agreement does not alter, limit, increase or reduce the obligations under those code

sections nor prevent City from adjusting or correcting the DIF Obligation amount to conform to the requirements of the Municipal Code.

3.0 DIF Credit Limitations.

3.1 Calculation of DIF Credit. Pursuant to City of Moreno Valley Municipal Code Sections 3.38.150 "Credit for Improvements Provided by Developers" (residential), or 3.42.110 "Credit for Improvements Provided by Developers" (commercial and industrial), and in accordance with the City's Development Impact Fee Credit and Reimbursement Policy, as adopted by the City Council on August 26, 2008, (the "Credit and Reimbursement Policy") and in consideration of Developer's obligations under the Conditions of Approval for the Project and the Agreement for Public Improvements to construct the DIF improvements, the maximum amount of DIF Credit that shall be applied by City to offset the DIF Obligation shall be as defined in Sections 4.0 of this Agreement and the Credit and Reimbursement Policy.

3.2 Effect of Agreement. Notwithstanding the foregoing, Developer acknowledges that the amounts of DIF Credits are established by the provisions of the City of Moreno Valley Municipal Code and the DIF Credit and Reimbursement Policy and this Agreement shall not prevent City from adjusting or correcting the DIF Credit amounts set forth in this Agreement to conform to the requirements of the Municipal Code and the Credit and Reimbursement policy.

4.0 DIF Credit

4.1 Maximum DIF Credit. City shall apply DIF Credit to offset, in whole or in part, the Project's DIF Obligation. The maximum amount of DIF Credit that shall be applied by City to offset the DIF Obligation shall be equal to the least of: (A) the City Engineer's Estimate of the actual cost of the DIF Improvements (hereinafter collectively referred to as "Engineer's Estimate"), or (B) project costs as identified in the DIF study in effect at the time of the issuance of a building permit, or (C) the actual DIF Obligation. In no event shall a DIF Credit exceed the actual DIF Obligation.

4.2 DIF Credit Offset to DIF Obligation. The DIF Credit shall be applied at the time DIF obligation is due and payable. If the project is to be developed by phases, by specific units, or by specific buildings, DIF Credit shall be applied according to a Public Improvements Phasing Schedule approved by the City and attached and incorporated to this agreement.

4.3 Submittal Timeframe. The Developer shall submit to the City Engineer any and all documentation the Developer deems relevant in substantiating the claim for DIF Credit for the DIF Qualifying Improvements to be constructed by the Developer. Such documentation may include contracts, bids, estimates, or any other relevant documents pertaining to the actual cost of the Qualifying Improvements. The City Engineer shall take into consideration, but shall not be bound by, any such documentation submitted by the Developer in formulating the Engineer's Estimate. All such documentation shall be submitted by the Developer to the City Engineer no later than ninety (90) calendar days prior to the date for payment of DIF for the project. The City Engineer will use his or her best efforts and professional judgment in formulating an

Engineer's Estimate and shall endeavor to provide said estimate to the Developer in writing within sixty (60) calendar days after submittal of the last document submitted by the Developer.

4.4 DIF Credit Calculation *(completed by City).*

As of the date hereof, the amount of DIF Credit for which Developer is potentially eligible is set forth in Exhibit C "DIF Credit Calculation Table" attached hereto and hereby incorporated by reference.

4.5 Reconciliation - Final DIF Credit. If the dollar amount of the actual DIF Credit is less than the amount of the actual unpaid DIF Obligation (hereinafter referred to as "DIF Balance"), the City shall notify the Developer in writing of the amount of the DIF Balance and Developer shall pay the DIF Balance to fully satisfy the DIF Obligation at the time DIF payments are due. If the dollar amount of the actual DIF Credit exceeds the amount of the actual DIF Obligation, Developer will be deemed to have fully satisfied the DIF Obligation. If the Developer has actually paid DIF and completed DIF Improvements, but has not received full DIF Credit for which the Developer would have been otherwise eligible under the DIF Credit and Reimbursement Policy, the Developer *may* be eligible for a Reimbursement Agreement, to the extent applicable, as provided in a separate Development Impact Fees Improvement Reimbursement Agreement.

4.6 Credit Transfer for Unfunded DIF Reimbursement Eligibility. To the extent that Developer has Reimbursement Eligibility Amounts which are both unpaid and unfunded by the City and which have not expired under the ten (10) year limitation set forth in the Development Impact Fee Credit and Reimbursement Policy

No. 3.24, Section F – Time Limitation, Developer may apply to receive partial or full DIF Credits for the same component of DIF on another development project within the City owned or controlled by that Developer and which has received all necessary approvals, on a dollar for dollar basis. Written application shall be made to the City and Developer shall provide any and all documentation and other information the City may reasonably request. The City shall not unreasonably withhold approval of such a Credit Transfer.

5.0 No Interest. Developer shall not be entitled to any interest, or any other cost or time value adjustment, for DIF paid to the City whether or not subsequently credited under Section 4.6 or reimbursed.

6.0 Term of Agreement. For purposes of Reimbursement Eligibility and Credit Transfer, this Agreement shall remain in effect for a period not to exceed ten (10) years from the date of execution by the City.

7.0 General.

7.1 Assignment. Except as specifically set forth in this Agreement, this Agreement shall not be assigned by any Party without the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld. All assignees and successors in interest shall assume and become obligated to perform all obligations and be entitled to all benefits of the original Party.

7.2 Amendment. This Agreement may only be amended in writing signed by the Parties.

7.3 Law, Venue and Jurisdiction. This Agreement shall be governed by the laws of the State of California. Venue and Jurisdiction of all matters arising out, pertaining to, or in any way related to this Agreement shall be vested in the Superior Court of the State of California, in and for the County of Riverside, California.

7.4 Notices. Any notices to be given pursuant to this Agreement shall be in writing and delivered by First Class Mail addressed to the Parties as follows:

City: City Engineer
City of Moreno Valley
Post Office Box 88005
Moreno Valley, California 92552-0805

Developer: David Buck, Managing Director Development
USAA Real Estate Company
9830 Colonade Boulevard, Suite 600
San Antonio, TX 78230

7.5 Entire Agreement. This Agreement is the final, complete and exclusive statement of the Agreement of the Parties with respect to the subject matter hereof and supersedes and replaces any prior oral or written agreements between the Parties addressing the same subject matter.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have caused their authorized representatives to execute this Agreement.

CITY OF MORENO VALLEY,
a California municipal corporation

By: _____
Mayor

Its: _____

Date: _____

ATTEST: _____
City Clerk

Date: _____

US Real Estate Limited Partnership,
a Texas limited partnership

By: USAA Real Estate Company,
a Delaware corporation
Its: General Partner

By: _____
David J. Buck, Managing Director

Date: 4-17-12

APPROVED AS TO FORM:

_____
City Attorney

Date: _____

SIGNING INSTRUCTION TO THE DEVELOPER:
All signatures on the Contract Agreement on behalf of the Developer must be acknowledged before a notary public. In the event that the Developer is a corporation, the president or vice-president plus the secretary of/or an assistant secretary of the corporation must sign. Corporate seal may be affixed hereto.

Developer Signature & Acknowledgement
Development Impact Fees
Improvement Credit Agreement No. D12-002
Centerpointe Logistics Center

US Real Estate Limited Partnership,
a Texas Limited Partnership

By: USAA Real Estate Company,
a Delaware Corporation,
Its General Partner

By: _____
Name: David J. Buck
Title: Managing Director

State of Texas
County of Bexar

Before me, the undersigned notary public, personally appeared David J. Buck, the within named signatory, with whom I am personally acquainted, and who upon oath acknowledged such person to be the Managing Director of USAA REAL ESTATE COMPANY, who is the general partner of US REAL ESTATE LIMITED PARTNERSHIP, and is authorized by the company to execute this agreement on behalf of the company.

Witness my hand and seal, this 17th day of April, 2012.

_____
Notary Public
My Commission Expires: 11/9/2013

DEBRA KASUDA
Notary Public
State of Texas
My Comm. Exp. 11-09-2013

EXHIBIT "A"

PUBLIC IMPROVEMENT AGREEMENT

WITH BONDS

(ATTACHED BEHIND THIS PAGE)

EXHIBIT "A"

RECORDING REQUESTED BY:
City of Moreno Valley

WHEN RECORDED, RETURN TO:

CITY OF MORENO VALLEY
City Clerk
P. O. Box 88005
Moreno Valley, CA 92552-0805

No recording fee per Government Code, Section 6103

This space for Recorder's use only.

AGREEMENT FOR PUBLIC IMPROVEMENTS
FOR
PROJECT NO. PA08-0072

APN NO. 297-150-055

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and **US Real Estate Limited Partnership, a Texas Limited Partnership**, herein after called Developer, on the date the City signs this agreement.

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **PA08-0072** agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **TWENTY-FOUR (24)** months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code.

Security to guarantee the performance of this agreement shall be in the following amounts:

Faithful Performance security shall be in the sum of **THREE MILLION ONE HUNDRED ONE THOUSAND AND NO/100** Dollars (*****$3,101,000.00*****). The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto.

Labor and Material security shall be in the sum of **ONE MILLION FIVE HUNDRED FIFTY THOUSAND FIVE HUNDRED AND NO/100** Dollars (*****$1,550,500.00*****). The estimated cost securing payment of labor and materials is fifty (50) percent of the total cost estimate of the improvements.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Developer further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, his agents or employees, in the performance of the work, and all of said liabilities are assumed by Developer. Developer agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Developer, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

FOURTH: The Developer hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed the work within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. The Developer's obligation under this provision shall be secured by the bonds securing performance of this Agreement.

SIXTH: The Developer, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If the Developer, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Developer because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

EIGHTH: Developer agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Developer of the insufficiency of said bonds. Developer reserves the right to substitute the form of security in accordance with the City's Municipal Code at anytime during the term of this agreement, subject to approval by the City Engineer and City Attorney.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time **may** be granted by the City from time to time, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds, Developer further agrees to maintain the aforesaid bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City:
City Engineer
P.O. Box 88005
14177 Frederick
Moreno Valley, CA 92552-0805

Developer:
US Real Estate Limited Partnership,
a Texas Limited Partnership
9830 Colonnade Blvd., Suite 600
San Antonio, TX 78230

IN WITNESS WHEREOF Developer has affixed his name, address and seal.

Date approved by the City: 3/21/12

US Real Estate Limited Partnership, a Texas Limited Partnership:
Developer

BY: _____
Signature

DAVID BUCK
Print/Type Name Managing Director

_____
Title

BY: _____
Signature
STANLEY R. ALTERMAN
Executive Managing Director
Print/Type Name

_____
Title

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

By: _____
City Clerk

(SEAL)

CITY OF MORENO VALLEY

By: _____
Mayor

APPROVED AS TO FORM:
CITY ATTORNEY

Date: 20 MAR 2012

By: _____
City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED IN QUADRUPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; PINK - DEVELOPER; GREEN - SURETY; BLUE - PROJECT FILE

W:\LandDev\MANAGEMENT ASSISTANTS\Agreement Bond Packets\PA08-0072 - Agreement.doc

EXHIBIT "A"
ENGINEER'S ESTIMATE

DATE: 02/15/12
PREPARED BY: Vince Giron

VBG
2/15/12

PROJECT: PA08-0072
0
Concourse at Centerpointe

PUBLIC PAVEMENT SECTIONS

TYPE			QUANTITY	UNIT	UNIT PRICE	TOTAL
Street Work - Non DIF Non TUMF						
Roadway Excavation			2993	C.Y.	29.00	86,797
A.B. Class II - Street 1	1	Thickness (ft.)				
Resource Wy	52476	S.F.	3804	Ton	33.00	125,532
A.C. - Street 1	0.5	Thickness (ft.)				
Resource Wy	52476	S.F.	1902	Ton	80.00	152,160
Roadway Excavation			25	C.Y.	29.00	725
A.B. Class II - Street 2	0.67	Thickness (ft.)				
Frederick St	2110	S.F.	102	Ton	33.00	3,366
A.C. - Street 2	0.45	Thickness (ft.)				
Frederick St	2110	S.F.	68	Ton	80.00	5,440
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Street Work - DIF						
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Street Work - TUMF						
Roadway Excavation			4000	C.Y.	29.00	116,000
A.B. Class II - Street 1	1	Thickness (ft.)				
Cactus Ave	80360	S.F.	5826	Ton	33.00	192,258
A.C. - Street 1	0.5	Thickness (ft.)				
Cactus Ave	80360	S.F.	2913	Ton	80.00	233,040
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
					SUBTOTAL:	915,318

Item No. A.9

EXHIBIT "A"
ENGINEER'S ESTIMATE

VBG
2/15/12

PROJECT: PA08-0072 0 PUBLIC STREET WORK
Concourse at Centerpointe

DATE: 02/15/12
PREPARED BY: Vince Giron

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Offsite Street Work				
Pavement				
Grind & Pave 0.15' Frederick St & Resource Wy	33233	S.F.	3.25	108,007
A.C. Cap/Overlay Frederick St & Resource Wy	0	Ton	80.00	0
Grind & Pave 0.15' Cactus Ave	8310	S.F.	3.25	27,008
A.C. Cap/Overlay Cactus Ave	0	Ton	80.00	0
Slurry Seal (Based on $150/Ton Type II)	0	S.Y.	2.25	0
Paving Fabric	0	S.Y.	1.20	0
Sawcut	2600	L.F.	3.00	7,800
Utility Trench	0	L.F.	17.00	0
Trench Repaving	0	S.F.	12.00	0
Redwood Header	0	L.F.	6.00	0
Curb Transition	140	L.F.	10.00	1,400
Curb Only - 8"	2576	L.F.	15.00	38,640
Adjust M.H. to Grade	21	EA.	800.00	16,800
Adjust Water Valve to Grade	0	EA.	400.00	0
Remove & Dispose Existing Pavement & Base	0	SF	3.00	0
Remove Existing Curb & Gutter Frederick St & Resource Wy	290	L.F.	12.00	3,480
Remove Existing Curb & Gutter Cactus Ave	84	L.F.	12.00	1,008
Concrete				
P.C.C. Paving - 6"	0	S.F.	6.50	0
P.C.C. Paving - 8"	0	S.F.	10.50	0
Curb and Gutter - 6"	0	L.F.	25.00	0
Curb and Gutter - 8"	0	L.F.	30.00	0
Curb and Gutter - 8" Frederick Ave and Resource Wy	25	L.F.	30.00	750
Curb and Gutter - 8" (TUMF Cactus Ave)	1147	L.F.	30.00	34,410
Curb Only - 6"	0	L.F.	20.00	0
Curb Only - 8"	0	L.F.	25.00	0
Curb Only - 8" (DIF Cactus Ave)	2576	L.F.	25.00	64,400
Curb Only - 8" (TUMF Street Name)	0	L.F.	25.00	0
A.C. Curb 6"	0	L.F.	12.00	0
A.C. Curb 8"	0	L.F.	15.00	0
Cross Gutter and Spandrel	0	S.F.	10.25	0
Sidewalk	0	S.F.	4.25	0
Sidewalk Frederick St & Resource Wy	6272	S.F.	7.00	43,904
Sidewalk (DIF Cactus Ave)	8466	S.F.	7.00	59,262
Median Stamped Concrete	0	S.F.	14.00	0
Driveway Approach - 8" Cactus Ave	6164	S.F.	6.50	40,066
Driveway Approach - 8" Frederick St & Resource Wy	2352	S.F.	10.50	24,696
Wheelchair Ramp Cactus Ave	1	EA.	2,600.00	2,600
Alley Approach - 8"	0	S.F.	10.25	0
1/2 Alley Apron	0	S.F.	10.25	0
Barricade	0	L.F.	100.00	0
Bus Bay Cactus Ave	1	EA.	15,000.00	15,000
Miscellaneous				
Relocate Power Poles	0	EA.	30,000.00	0
Relocate Power Poles (DIF Street Name)	0	EA.	30,000.00	0
Erosion Control	0	AC	5,000.00	0
Walls - Masonry: 6' Maximum	0	L.F.	100.00	0
Walls - Retaining: 6' Maximum	0	L.F.	150.00	0
Remove sign	4	EA.	200.00	800
Curb Pocket for Sewer Manhole	0	EA.	5,000.00	0
Remove Existing Driveway Frederick St & Resource Wy	3964	SF	3.00	11,892
Remove Existing Driveway Cactus Ave	1136	SF	3.00	3,408
			SUBTOTAL	505,331
Traffic Improvements (Plan Checked by Trans. Eng'rg.staff/Inspected by LDD staff)				
Traffic Striping/raised pavement markers	1	L.S.	--	7,890
Traffic Striping (DIF Street)	0	L.S.	--	0
Street Name Sign	0	EA.	500.00	0
Stop Sign	0	EA.	200.00	0
Signs and Posts	5	EA.	200.00	1,000
Signs and Posts (DIF Street)	0	EA.	200.00	0
Street Sweeping Sign	0	EA.	200.00	0
Warning Markers - Type L, Type N	0	EA.	100.00	0
Traffic Control	0	L.S.	10000	0
Traffic Control (DIF Street Name)	0	L.S.	10000	0
Traffic Signal PB-Adjust to Grade	9	EA.	800.00	7,200
Metal Guard Rail	0	L.F.	90.00	0
Adjust Existing Traffic Controller	2	EA.	1,500.00	3,000
			SUBTOTAL:	19,090
Bondable Street Work Only (not plan checked)				
Undergrounding of Utilities	0	L.F.	198.00	0
Cluster Mail Boxes	0	EA.	4,500.00	0
Relocate Mailbox	0	EA.	350.00	0
Relocate Cluster Mailbox	0	EA.	1,200.00	0
Monuments - Cactus Ave	1	EA.	300.00	300
Relocate Trees	0	EA.	2,500.00	0
			SUBTOTAL:	300

Item No. A.9

EXHIBIT "A"
ENGINEER'S ESTIMATE

VBG
2/15/12

PROJECT: PA08-0072 DATE: 02/15/12
PREPARED BY: Vince Giron

0 PUBLIC STREET WORK (CONTINUED)

Concourse at Centerpointe

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Special Districts				
Landscaping - Medians	11384	S.F.	6.00	68,304
Landscaping - Parkways	5325	S.F.	6.00	31,950
Street Lights (9500 lumen)	0	EA.	5,000.00	0
Street Lights (22000 lumen)	7	EA.	6,000.00	42,000
			SPECIAL DISTRICTS SUBTOTAL:	142,254
Moreno Valley Utilities				
Electrical Utility Infrastructure	1	L.S.	136,000.00	136,000
			MVU SUBTOTAL:	136,000
Water Quality Basin				
Landscaping	0	S.F.	6.00	0
Filtration Devices	0	EA	0	0
Access Ramp PCC	0	S.F.	0	0
Low-Flow Pipe System	0	L.F.	0	0
Headwalls	0	EA	0	0
Outlets	0	EA	0	0
Risers	0	EA	0	0
Forebay PCC	0	S.F.	0	0
Toe of slope protection PCC	0	S.F.	20.00	0
			WQB SUBTOTAL:	0
Transportation Engineering				
Traffic Signal New (Interconnect, Controller, Software, Initial Coordination	0	EA.	272,000.00	0
Traffic Signal Modification	1	L.S.	45000	45,000
Traffic Signal Interconnect (Existing Signals Only) Frederick St	840	L.F.	30.00	25,200
Traffic Signal Interconnect (Existing Signals Only) Cactus Ave	1415	L.F.	30.00	42,450
			TRANSPORTATION SUBTOTAL:	112,650

Item No. A.9

EXHIBIT "A"
ENGINEER'S ESTIMATE

DATE: 02/15/12
PREPARED BY: Vince Giron

VBG
2/15/12

PROJECT: PA08-0072
0 PUBLIC STORM DRAIN SYSTEM
Concourse at Centerpointe

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipe				
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	79	L.F.	160.00	12,640
24" Reinforced Concrete Pipe (DIF Cactus Ave)	209	L.F.	160.00	33,440
30" Reinforced Concrete Pipe	688	L.F.	180.00	123,840
36" Reinforced Concrete Pipe	370	L.F.	190.00	70,300
39" Reinforced Concrete Pipe	0	L.F.	200.00	0
42" Reinforced Concrete Pipe	47	L.F.	210.00	9,870
48" Reinforced Concrete Pipe	635	L.F.	250.00	158,750
54" Reinforced Concrete Pipe	85	L.F.	300.00	25,500
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
66" Reinforced Concrete Pipe	0	L.F.	375.00	0
72" Reinforced Concrete Pipe	0	L.F.	414.00	0
78" Reinforced Concrete Pipe	0	L.F.	459.00	0
84" Reinforced Concrete Pipe	0	L.F.	505.00	0
90" Reinforced Concrete Pipe	0	L.F.	557.00	0
96" Reinforced Concrete Pipe	0	L.F.	613.00	0
102" Reinforced Concrete Pipe	0	L.F.	671.00	0
108" Reinforced Concrete Pipe	0	L.F.	724.00	0
114" Reinforced Concrete Pipe	0	L.F.	785.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
60" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
8' X 10' Reinforced Concrete Box	0	C.Y.	1200.00	0
8' X 12' Reinforced Concrete Box	0	C.Y.	1400.00	0
2 - 72" Reinforced Concrete Pipe	0	L.F.	840.00	0
3 - 4' X 2' Reinforced Concrete Pipe	0	L.F.	461.00	0
Concrete Backfill	230	L.F.	20.00	4,600
Manholes				
Manhole No. 1	3	EA.	5000.00	15,000
Manhole No. 2	4	EA.	7200.00	28,800
Manhole No. 3	0	EA.	8500.00	0
Manhole No. 4	2	EA.	10000.00	20,000
	0		0.00	0
Catch Basins				
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	3	EA.	5500.00	16,500
Catch Basin (10')	0	EA.	6000.00	0
Catch Basin (14')	2	EA.	8000.00	16,000
Catch Basin (21')	0	EA.	12500.00	0
Local Depressions	3	EA.	535.00	1,605
Catch Basin (3.5') (DIF Street Name)	0	EA.	3100.00	0
Catch Basin (7') (DIF Cactus Ave)	3	EA.	5500.00	16,500
Catch Basin (10') DIF Street Name)	0	EA.	6000.00	0
Catch Basin (14') (DIF Street Name)	0	EA.	8000.00	0
Catch Basin (28') (DIF Resource)	1	EA.	16000.00	16,000
Local Depressions (DIF Street Name)	0	EA.	535.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	0	EA.	2100.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Remove Catch Basin	1	EA.	500.00	500
Grated Catch Basin	0	EA.	6000.00	0
Headwall	0	EA.	5500.00	0

Item No. A.9

EXHIBIT "A"
ENGINEER'S ESTIMATE

VBG
2/15/12

PROJECT: PA08-0072 DATE: 02/15/12
PREPARED BY: Vince Giron

0 PUBLIC STORM DRAIN SYSTEM (CONTINUED)

Concourse at Centerpointe

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Structures				
Transition Structure	0	EA.	5500.00	0
Junction Structure	3	EA.	6500.00	19,500
Type IX Inlet Structure	0	EA.	2500.00	0
Inlet Structure (drop)	0	EA.	4000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48")	1	EA.	3000.00	3,000
Headwall	2	EA.	5500.00	11,000
Removal of Headwall	2	EA.	3000.00	6,000
Concrete Collar (Grater than 48")	0	EA.	5000.00	0
Modified Junction Structure	0	EA.	15000.00	0
End Cap	1	EA.	1000.00	1,000
Drains				
Terrace Drain	0	S.F.	10.00	0
Down Drain	0	S.F.	10.00	0
Parkway Drain	0	EA.	3500.00	0
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	0	EA.	250.00	0
"V" Gutter	0	S.F.	10.00	0
	0		0	0
Miscellaneous				
Rip Rap	50	TON	60.00	3,000
Remove Existing 42" Storm Drain	95	L.F.	10.00	950
Remove Existing 36" Storm Drain	85	L.F.	10.00	850
Special Pipe Connection	2	E.A.	1000.00	2,000
Remove Existing AC Pavement	13054	L.F.	3.00	39,162
Sawcut	2354	L.F.	1.00	2,354
Remove Existing 30" RCP	9	L.F.	9.00	81
Relocate Existing Electrical Conduit	180	L.F.	50.00	9,000
Relocate Existing Gas Line	50	L.F.	150.00	7,500
Special Pipe Protection	2	E.A.	0.00	1,250
Remove Existing Catch Basin	1	EA.	500	500
			SUBTOTAL:	676,992

Item No. A.9

EXHIBIT "A"
ENGINEER'S ESTIMATE

VBG
2/15/12

PROJECT: PA08-0072 0 PUBLIC WATER SYSTEMS
Concourse at Centerpointe

DATE: 02/15/12
PREPARED BY: Vince Giron

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Water System				
4" PVC C-900	0	L.F.	25.00	0
6" PVC C-900	0	L.F.	30.00	0
8" PVC C-900	0	L.F.	35.00	0
10" PVC C-900	0	L.F.	40.00	0
12" PVC C-900	35	L.F.	60.00	2,100
16" CML&C	45	L.F.	90.00	4,050
12" CML&C	10	L.F.	95.00	950
20" PVC C-900	0	L.F.	180.00	0
	0	L.F.	0	0
Valves - Water System				
4" Gate Valve	0	EA.	715.00	0
6" Gate Valve	0	EA.	830.00	0
8" Gate Valve	2	EA.	1,340.00	2,680
10" Gate Valve	0	EA.	1,500.00	0
12" Gate Valve	0	EA.	2,300.00	0
16" Gate Valve	0	EA.	6,270.00	0
18" Gate Valve	0	EA.	14,300.00	0
4" Butterfly Valve	0	EA.	330.00	0
6" Butterfly Valve	0	EA.	520.00	0
8" Butterfly Valve	0	EA.	990.00	0
10" Butterfly Valve	0	EA.	1,200.00	0
12" Butterfly Valve	0	EA.	1,800.00	0
16" Butterfly Valve	0	EA.	2,700.00	0
18" Butterfly Valve	0	EA.	2,800.00	0
20" Butterfly Valve	0	EA.	4,200.00	0
24" Butterfly Valve	0	EA.	5,200.00	0
1" Air Vac Release	0	EA.	2,400.00	0
Relocate 2" Air Vac Release	1	EA.	4,000.00	4,000
2" Backflow Preventor, Pad & Cover	2	EA.	4,300.00	8,600
4" Blow Off	0	EA.	3,500.00	0
6" Blow Off	0	EA.	4,000.00	0
	0		0.00	0
Fire Hydrants - Water System				
6" Standard Fire Hydrants	0	EA.	4,000.00	0
6" Super Fire Hydrants	4	EA.	4,500.00	18,000
Relocate Fire Hydrants	2		0.00	0
Services Connections				
1" Service	1	EA.	800.00	800
1" Service w/ 5/8" Service	0	EA.	2,000.00	0
1 1/2" Service	1	EA.	1,100.00	1,100
2" Service	2	EA.	1,600.00	3,200
	0		0.00	0
Fittings - Water System				
Misc. Fittings 4"	0		120.00	0
Misc. Fittings 6"	0		160.00	0
Misc. Fittings 8"	0		200.00	0
Misc. Fittings 10"	0		240.00	0
Misc. Fittings 12"	0		750.00	0
	0		0.00	0
Water Meters - Water System				
5/8" Meter	0		230.00	0
1" Meter	1		320.00	320
1 1/2" Meter	0		420.00	0
2" Meter	3		525.00	1,575
Relocate Water Meter	2	EA.	1,000.00	2,000
Hot Tap Connections - Water System				
6" Hot Tap	0	EA.	1,750.00	0
8" Hot Tap	2	EA.	2,200.00	4,400
12" Hot Tap	0	EA.	3,150.00	0
Hot Tap Service Clamp	2	EA.	1,000.00	
Water Service	2	EA.	330.00	660
	0		0.00	0
Miscellaneous - Water System				
Thrust Block	1	CY	150.00	150
Jack & Bore	0	L.F.	300.00	0
Joint at Existing 8"	0	EA.	650.00	0
Adjust Water Meter Box to Grade	3	EA.	235.00	705
Relocate 24" Water Line	55	L.F.	75.00	4,125
Remove 12" Water Line	20	L.F.	20.00	400
Relocate 12" Water Line	45	L.F.	50.00	2,250
Remove and Relocate Existing CTS	1	EA.	2,500.00	2,500
			SUBTOTAL:	64,565

Item No. A.9

EXHIBIT "A"
ENGINEER'S ESTIMATE

VBG
2/15/12

DATE: 02/15/12
PREPARED BY: Vince Giron

PROJECT: PA08-0072
0 PUBLIC SEWER SYSTEMS
Concourse at Centerpointe

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Sewer System				
4" V.C. Pipe	0	L.F.	25.00	0
6" V.C. Pipe	55	L.F.	40.00	2,200
8" V.C. Pipe	12	L.F.	55.00	660
10" V.C. Pipe	0	L.F.	60.00	0
12" V.C. Pipe	0	L.F.	70.00	0
15" V.C. Pipe	0	L.F.	80.00	0
18" V.C. Pipe	0	L.F.	160.00	0
21" V.C. Pipe	0	L.F.	180.00	0
24" V.C. Pipe	0	L.F.	195.00	0
27" V.C. Pipe	0	L.F.	215.00	0
30" V.C. Pipe	0	L.F.	235.00	0
33" V.C. Pipe	0	L.F.	280.00	0
36" V.C. Pipe	0	L.F.	300.00	0
4" SDR - 35	0	L.F.	25.00	0
6" SDR - 35	0	L.F.	30.00	0
8" SDR - 35	0	L.F.	35.00	0
10" SDR - 35	0	L.F.	45.00	0
12" SDR - 35	0	L.F.	54.00	0
15" SDR - 35	0	L.F.	90.00	0
Concrete Encasement	0	L.F.	20.00	0
	0		0.00	0
Cleans Outs - Sewer System				
Clean-outs	0	EA.	730.00	0
Clean Out Lateral	0	EA.	200.00	0
	0		0.00	0
Manholes - Sewer System				
Standard Manhole 48"	1	EA.	3,140.00	3,140
Standard Manhole 48" Extra Depth	0	EA.	3,500.00	0
Standard Manhole 60"	0	EA.	4,500.00	0
Shallow Manhole	0	EA.	3,300.00	0
Adjust Manhole to Grade	4	EA.	630.00	2,520
Tie Into Existing Manhole	0	EA.	2,100.00	0
Rechannel Existing Manhole	0	EA.	1,500.00	0
Join Existing 8" Pipe	2	EA.	1,500.00	3,000
Join Existing 12" Pipe	0	EA.	2,000.00	0
Pavement around MH	0	S.F.	14.00	0
	0		0.00	0
Miscellaneous - Sewer System				
Wyes	1	EA.	90.00	90
TV Sewer	0	L.F.	1.20	0
Trench Paving	0	S.F.	5.00	0
Pavement Replacement	0	S.F.	3.00	0
			SUBTOTAL:	11,610

Item No. A.9

VBG
2/15/12

EXHIBIT "A"
ENGINEER'S ESTIMATE

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
BOND COMPUTATION SHEET

PROJECT: PA08-0072
0
Concourse at Centerpointe

DATE: 02/15/12
PREPARED BY: Vince Giron

IMPROVEMENT TYPE:

PAVEMENT SECTION WORK	:	$915,318
OFFSITE STREET WORK	:	$505,331
SPECIAL DISTRICTS	:	$142,254
MORENO VALLEY UTILITIES	:	$136,000
WATER QUALITY BASIN	:	$0
TRANSPORTATION ENGINEERING	:	$112,650
STORM DRAIN SYSTEM	:	$676,992
WATER SYSTEM	:	$64,565
SEWER SYSTEM	:	$11,610
TRAFFIC IMPROVEMENTS	:	$19,090
BONDABLE WORK (not plan checked)	:	$300
TOTAL COST (VALUE) OF IMPROVEMENTS:		$2,584,110
+20% CONTINGENCY:		$516,822
GRAND TOTAL:		$3,100,932

BOND AMOUNT: $3,101,000

FAITHFUL PERFORMANCE BOND

City of Moreno Valley
County of Riverside
State of California
(Government Code Section 66499.1)

Public Improvements $3,101,000.00

Project No. PA08-0072

Bond No. 105700873

Premium

Surety Travelers Casualty & Surety Co. of America (A+(XV) CA)

Principal US Real Estate Limited Partnership a Texas Limited Partnership

Address 1301 E. Collins Blvd., #340

Address 9830 Colonnade Blvd., Suite 600

City/Zip Richardson, TX 75081

City/Zip San Antonio, TX 78230

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and **US Real Estate Limited Partnership, a Texas limited partnership,** (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to **PA08-0072**, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement to furnish bond for the faithful performance of said agreement;

NOW, THEREFORE, we the Principal, and Travelers Casualty & Surety Co. of America (A+(XV) CA) as Surety, are held and firmly bound to the City of Moreno Valley in the penal sum of **THREE MILLION ONE HUNDRED ONE THOUSAND AND NO/100** Dollars (*****$3,101,000.00*****), lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, successors, executors and administrator, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

RISK MANAGEMENT
Approved

M. Alonzo 3-6-12
By Date

Item No. A.9

MV00174787

FAITHFUL PERFORMANCE BOND (Page 2 of 2)
PROJECT NO. PA08-0072

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to Surety's obligations hereunder and are hereby waived by Surety.

When the work covered by the agreement is complete, the City Council of the City of Moreno Valley will accept the work and thereupon the amount of the obligation of this bond is reduced by 90%, with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on February 29, 20 12.

NAME OF PRINCIPAL: US Real Estate Limited Partnership, a Texas limited partnership
Company Name

AUTHORIZED SIGNATURE(S): By

Name — Managing Director
Title

Name — STANLEY R. ALTERMAN
Executive Managing Director
Title

NAME OF SURETY: A+(XV) CA
Travelers Casualty & Surety Co. of America
Company Name

AUTHORIZED SIGNATURE: ITS ATTORNEY-IN-FACT

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.
BOND COMPANY – ATTACH POWER OF ATTORNEY

Approved as to form:

Date: _____

City Attorney
City of Moreno Valley

W:\LandDev\MANAGEMENT ASSISTANT\Agreement Bond Packets\PA08-0072 - Faithful Performance Bond.DOC

POWER OF ATTORNEY

TRAVELERS

A+(XV) CA

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224596

Certificate No. 004704466

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Brenda J. Ernst, Morresa Shepherd, Jennifer Lea Wingfield, Steven C. Barnett, and Shannon Carol

of the City of Dallas, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of January, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 20th day of January, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

Marie C. Tetreault, Notary Public

58440-6-11 Printed in U.S.A.

Principal Signature Page
Faithful Performance Bond
Project No. PA08-0072

US Real Estate Limited Partnership,
a Texas Limited Partnership

By: USAA Real Estate Company,
a Delaware Corporation,
Its General Partner

By: _____
Name: DAVID BUCK
Title: Managing Director

US Real Estate Limited Partnership,
a Texas Limited Partnership

By: USAA Real Estate Company,
a Delaware Corporation
Its General Partner

By: _____
Name: STANLEY R. ALTERMAN
Title: Executive Managing Director

State of Texas
County of Bexar

Before me, the undersigned notary public, personally appeared David J. Buck, the within named signatory, with whom I am personally acquainted, and who upon oath acknowledged such person to be the Managing Director of USAA REAL ESTATE COMPANY, who is the general partner of US REAL ESTATE LIMITED PARTNERSHIP, and is authorized by the company to execute this agreement on behalf of the company.

Witness my hand and seal, this 1st day of March, 2012.

DEBRA KASUDA
Notary Public
State of Texas
My Comm. Exp. 11-09-2013

Notary Public
My Commission Expires: 11/9/2013

State of Texas
County of Bexar

Before me, the undersigned notary public, personally appeared Stanley R. Alterman, the within named signatory, with whom I am personally acquainted, and who upon oath acknowledged such person to be the Executive Managing Director of USAA REAL ESTATE COMPANY, who is the general partner of US REAL ESTATE LIMITED PARTNERSHIP, and is authorized by the company to execute this agreement on behalf of the company.

Witness my hand and seal, this 1st day of March, 2012.

DEBRA KASUDA
Notary Public
State of Texas
My Comm. Exp. 11-09-2013

Notary Public
My Commission Expires: 11/9/2013

MATERIAL AND LABOR BOND

City of Moreno Valley
County of Riverside
State of California
(Government Code Section 66499.2)

Public Improvements $1,550,500.00

Project No. PA08-0072

Bond No. 105700874

Premium

Surety Travelers Casualty & Surety Co. of /america A+(XV) CA

Principal US Real Estate Limited Partnership a Texas Limited Partnership

Address 1301 E. Collins Blvd., #340

Address 9830 Colonnade Blvd., Suite 600

City/Zip Richardson, TX 75081

City/Zip San Antonio, TX 78230

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and **US Real Estate Limited Partnership, a Texas limited partnership,** (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to **PA08-0072**, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Moreno Valley to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, we the Principal, and the undersigned as corporate Surety, are held and firmly bound unto the City of Moreno Valley and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of **ONE MILLION FIVE HUNDRED FIFTY THOUSAND FIVE HUNDRED AND NO/100** Dollars (*****$1,550,500.00*****) lawful money of the United States, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, also in case suit is brought upon this bond, will pay, in addition to the face amount hereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

RISK MANAGEMENT
Approved

By Date 3-6-12

Item No. A.9

MV00174791

MATERIAL AND LABOR BOND (Page 2 of 2)
PROJECT NO. PA08-0072

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition. Surety further stipulates and agrees that the provision of Section 2845 of the Civil Code are not a condition precedent to the Surety's obligations hereunder and hereby waived by the Surety.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on February 29, 2012.

NAME OF PRINCIPAL: US Real Estate Limited Partnership, a Texas limited partnership
Company Name

AUTHORIZED SIGNATURE(S): By:

Name — Managing Director
STANLEY R. ALTERMAN
Executive Managing Director
Name — Title

NAME OF SURETY: A+(XV) CA Travelers Casualty & Surety Co. of America
Company Name

AUTHORIZED SIGNATURE: ITS ATTORNEY-IN-FACT

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.
BOND COMPANY – ATTACH POWER OF ATTORNEY

Approved as to form:

Date: _____

City Attorney
City of Moreno Valley

W:\LandDev\MANAGEMENT ASSISTANT\Agreement Bond Packets\PA08-0072 - Material Labor Bond.DOC

POWER OF ATTORNEY

TRAVELERS

A+(XV) CA

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224596

Certificate No. 004704465

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Brenda J. Ernst, Morresa Shepherd, Jennifer Lea Wingfield, Steven C. Barnett, and Shannon Carol

of the City of Dallas, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of January, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 20th day of January, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

Marie C. Tetreault, Notary Public

58440-6-11Printed in U.S.A.

Principal Signature Page
Material and Labor Bond
Project No. PA08-0072

US Real Estate Limited Partnership,
a Texas Limited Partnership

By: USAA Real Estate Company,
a Delaware Corporation,
Its General Partner

By: _____
Name: DAVID BUCK
Title: Managing Director

US Real Estate Limited Partnership,
a Texas Limited Partnership

By: USAA Real Estate Company,
a Delaware Corporation
Its General Partner

By: _____
Name: STANLEY R. ALTERMAN
Title: Executive Managing Director

State of Texas
County of Bexar

Before me, the undersigned notary public, personally appeared David J. Buck, the within named signatory, with whom I am personally acquainted, and who upon oath acknowledged such person to be the Managing Director of USAA REAL ESTATE COMPANY, who is the general partner of US REAL ESTATE LIMITED PARTNERSHIP, and is authorized by the company to execute this agreement on behalf of the company.

Witness my hand and seal, this 1st day of March, 2012.

DEBRA KASUDA
Notary Public
State of Texas
My Comm. Exp. 11-09-2013

Notary Public
My Commission Expires: 11/9/2013

State of Texas
County of Bexar

Before me, the undersigned notary public, personally appeared Stanley R. Alterman, the within named signatory, with whom I am personally acquainted, and who upon oath acknowledged such person to be the Executive Managing Director of USAA REAL ESTATE COMPANY, who is the general partner of US REAL ESTATE LIMITED PARTNERSHIP, and is authorized by the company to execute this agreement on behalf of the company.

Witness my hand and seal, this 1st day of March, 2012.

DEBRA KASUDA
Notary Public
State of Texas
My Comm. Exp. 11-09-2013

Notary Public
My Commission Expires: 11/9/2013

USAA Real Estate Company

March 13, 2012

Sent Via FedEx
Liz Plazola
CEDD/Land Development
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552-0805

Re: PA08-0072 – Agreement for Public Improvements – M&L Bond

Dear Ms. Plazola:

Enclosed you will find one original of the Rider to the Material and Labor Bond previously submitted to you in connection with the above referenced project. The Bond was intended to be issued under the same Bond Number as the Performance Bond. The enclosed Rider simply amends the Bond to reflect the corrected Bond Number.

Should you have any questions or require any further information, please do not hesitate contacting me direct at (210) 641-8484.

Sincerely,

David J. Buck
Managing Director

Cc: Steve Ames, USAA Real Estate Company
Tony Byron, USAA Real Estate Company
Timur Tecimer, Overton Moore Properties
Denise Woodard, LSA Associates

9830 Colonnade Boulevard, Suite 600 San Antonio, Texas 78230-2239

Principal Signature Page
Material and Labor Bond Rider
Project No. PA08-0072

US Real Estate Limited Partnership,
a Texas Limited Partnership

By: USAA Real Estate Company,
a Delaware Corporation,
Its General Partner

By: _____
Name: DAVID BUCK
Title: Managing Director

US Real Estate Limited Partnership,
a Texas Limited Partnership

By: USAA Real Estate Company,
a Delaware Corporation
Its General Partner

By: _____
Name: STANLEY R. ALTERMAN
Title: Executive Managing Director

State of Texas
County of Bexar

Before me, the undersigned notary public, personally appeared David J. Buck, the within named signatory, with whom I am personally acquainted, and who upon oath acknowledged such person to be the Managing Director of USAA REAL ESTATE COMPANY, who is the general partner of US REAL ESTATE LIMITED PARTNERSHIP, and is authorized by the company to execute this agreement on behalf of the company.

Witness my hand and seal, this 12th day of March, 2012.

Debra Kasuda
Notary Public
My Commission Expires: 11/9/13

DEBRA KASUDA
Notary Public
State of Texas
My Comm. Exp. 11-09-2013

State of Texas
County of Bexar

Before me, the undersigned notary public, personally appeared Stanley R. Alterman, the within named signatory, with whom I am personally acquainted, and who upon oath acknowledged such person to be the Executive Managing Director of USAA REAL ESTATE COMPANY, who is the general partner of US REAL ESTATE LIMITED PARTNERSHIP, and is authorized by the company to execute this agreement on behalf of the company.

Witness my hand and seal, this 12th day of March, 2012.

Debra Kasuda
Notary Public
My Commission Expires: 11/9/13

DEBRA KASUDA
Notary Public
State of Texas
My Comm. Exp. 11-09-2013

TRAVELERS

License No. _____

RIDER

To be attached to and form part of Bond No. 105700874.

Issued on behalf of US Real Estate Limited Partnership, a Texas Limited Partnership as Principal, and in favor of "City of Moreno Valley, CA" as Obligee.

It is agreed that:

☐ 1. The Surety hereby gives its consent to change the Name:

from: _____

to: _____

☐ 2. The Surety hereby gives its consent to change the Address:

from: _____

to: _____

☒ 3. The Surety hereby gives its consent to change the Bond Number:

from: 105700874

to: 105700873

4. This rider shall become effective as of February 29, 2012

PROVIDED, however, that the liability of the Surety under the attached bond as changed by this Rider shall not be cumulative.

Signed, sealed and dated March 7, 2012.

Travelers Casualty & Surety Co. of America

By: Jennifer Lea Wingfield

Jennifer Lea Wingfield Attorney-in-Fact

Accepted: _____
Obligee

By: _____

or US Real Estate Limited Partnership, a Texas Limited Partnership
Principal

By: "SEE ATTACHED SIGNATURE PAGE"

S-4111 (8/66)

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224596

Certificate No. 004704467

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Brenda J. Ernst, Morresa Shepherd, Jennifer Lea Wingfield, Steven C. Barnett, and Shannon Carol

of the City of Dallas, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of January, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

By: George W. Thompson, Senior Vice President

State of Connecticut
City of Hartford ss.

On this the 20th day of January, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

Marie C. Tetreault, Notary Public

58440-6-11Printed in U.S.A.

Item No. A.9

EXHIBIT "B"

DIF IMPROVEMENTS

EXHIBIT "B"

DATE: 10/13/2011

ENGINEER'S ESTIMATE FOR DIF

PROJECT: **P11-048 (PA08-0072)** PREPARED BY: **Duke Aghaian**

STREET WORK

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Curb Only - 8"	2755	L.F.	25.00	68,875
Sawcut existing pavement	2755	S.F.	3.00	8,265
Remove and dispose existing pavement under median	19000	S.F.	3.00	57,000
Traffic Striping for left turn pocket	1	L.S.	1000	1,000
Traffic control	1	L.S.	5000	5,000
			SUBTOTAL:	140,140

DIF ENGINEERS COST ESTIMATE

DATE: **10/13/2011**

PROJECT: **P11-048 (PA08-0072)** PREPARED BY: **Duke Aghaian**

IMPROVEMENT TYPE:

CACTUS AVENUE :	$140,140
TOTAL COST OF IMPROVEMENTS:	$140,140
25% ENGINEERING:	$35,035
10% PLANNING:	$14,014
10% CONTINGENCY:	$14,014
SUBTOTAL:	$203,203
GRAND TOTAL:	$203,203

REGISTERED PROFESSIONAL ENGINEER
HAIDOOK I. AGHAIAN
No. 043293
Exp: 3/31/12
CIVIL
STATE OF CALIFORNIA

Haidook Aghaian 10/19/11

EXHIBIT "C" – DIF Credit Calculation Table

Item	Process for DIF Credit Calculation	Streets	Traffic Signals	Police	Fire	Libraries	Parks	Community / Rec Centers	Public Facilities*	Interchange Improvement	Electric Utility
1	Engineer's Estimate	$203,203	$0	$0	$0	$0	$0	$0	$0	$0	$0
2	Project costs as identified in DIF study	$235,890	$0	$0	$0	$0	$0	$0	$0	$0	$0
3	Actual DIF Obligation	$669,671	$101,418	$21,956	$30,321	$0	$0	$0	$48,095	$101,941	$0
3	Developer's Credit Amount** - Least of Lines 1 2 & 3	$203,203	$0	$0	$0	$0	$0	$0	$0	$0	$0

*may include, but not be limited to, City Hall, Corporate Yard, Animal Shelter, and/or maintenance equipment.

** credit amount shall not exceed obligation.

EXHIBIT "C"

MV00174801

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MV00174802

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: August 28, 2012

TITLE: P11-048, PA08-0072 - ACCEPT TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) IMPROVEMENT CREDIT / REIMBURSEMENT AGREEMENT #T12-001

NORTHWEST CORNER OF FREDERICK STREET AND CACTUS AVENUE

DEVELOPER: US REAL ESTATE LIMITED PARTNERSHIP
9830 COLONNADE BOULEVARD, SUITE 600
SAN ANTONIO, TX 78230

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Accept the Transportation Uniform Mitigation Fee (TUMF) Improvement Credit/Reimbursement Agreement for P11-048, PA08-0072 public improvements.

2. Authorize the Mayor to execute the Agreement in the form attached hereto.

3. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

The Transportation Uniform Mitigation Fee (TUMF) Program applies to those jurisdictions in Western Riverside County that have adopted and are implementing the TUMF Program Ordinance. The TUMF Program has been developed pursuant to and consistent with authority provided in the requirements of California Government Code, Chapter 5, Section 66000-66008, "Fees for Development Projects" (also known as California Assembly Bill 1600 [AB1600] or the Mitigation Fee Act) which governs the assessment of development impact fees in California. Pursuant to the City of Moreno Valley Municipal Code 3.44.070, the Western Riverside Council of Governments (WRCOG) has been appointed the Administrator of the Transportation Uniform Mitigation Fee Program.

Developers are required to pay TUMF to the City for projects that impact designated arterial streets. The TUMF Program funds may only be used for capital expenditures associated with the Regional System of Highways and Arterials (RSHA) and for capital expenditures for transit system improvements consistent with the TUMF Nexus Study. These purposes include expenditures for the planning, environmental review, engineering and design costs, right-of-way acquisition, and administrative costs. The TUMF Agreement will allow the developer to be credited and potentially reimbursed for the qualifying improvements.

The TUMF Agreement will allow the developer to be credited/refunded and potentially reimbursed for planning, environmental review, engineering and design costs, right-of-way acquisition, and administrative costs associated with RSHA roads that have been identified in the Nexus Study. In addition, the developer may seek reimbursement from WRCOG, when the developer is required to provide improvements beyond its immediate affect, such as building out the other side of a street. The developer's reimbursement is the lower of the TUMF Nexus Study amount or Verified Actual Construction Cost.

DISCUSSION

On April 9, 2009, the Planning Commission of the City of Moreno Valley approved PA08-0072, a Plot Plan for a 522,774 square-foot industrial warehouse building on 26 acres.

On June 30, 2011, the Community Development Department of the City of Moreno Valley approved P11-048, an Amended Plot Plan for the above-mentioned industrial warehouse building. Amendments to the original Plot Plan approval included revision to the parking lot four corners of the building, removal of trash enclosures from inside truck courts, relocation of transformer and electrical room from truck court to the building's east elevation, elimination of landscaping from within the truck court, and the shifting of dock doors and stairs within truck courts.

City Council of the City of Moreno Valley executed the Agreement for Public Improvements and bonds as securities for public improvements in the amount of $3,101,000 for Faithful Performance and $1,550,500 for Material and Labor. The bonds were secured by Travelers Casualty & Surety Company of America.

The developer agrees to perform and complete all of the required public improvements in accordance with the TUMF Improvement Credit/Reimbursement Agreement and its exhibits. The public improvements covered under the TUMF Improvement Credit Agreement include expenditures for the planning, environmental review, engineering and design costs, right-of-way acquisition, and administrative costs for street segments identified in the Nexus Study. The developer's TUMF obligation to the City is $480,014. The developer's credit is based on City of Moreno Valley Municipal Code 3.44.040. The initial credit is the lower of the Nexus Study amount ($352,425) or the amount of the lowest responsible bid ($820,585) up to the TUMF obligation. In this case, the initial credit is $352,425. Reimbursement can be applied for after actual construction costs are verified. The reimbursement amount will be the difference between the lower of the TUMF Nexus Study amount or Verified Actual Construction Costs less the amount of the initial credit.

ALTERNATIVES

1. Accept the Transportation Mitigation Fee Improvement Credit/Reimbursement Agreement (TUMF Agreement) for P11-048, PA08-0072. Authorize the Mayor to execute the Agreement in the form attached hereto. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation. ***Staff recommends this alternative.***

2. Do not accept the Transportation Mitigation Fee Improvement Credit/Reimbursement Agreement (TUMF Agreement) for P11-048, PA08-0072. Do not authorize the Mayor to execute the Agreement in the form attached hereto. Do not direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation. ***Staff does not recommend this alternative.***

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

Not applicable.

NOTIFICATION

Publication of the agenda.

ATTACHMENTS
Attachment 1 – TUMF Improvement Credit/Reimbursement Agreement

Prepared By
Clement Jimenez
Senior Engineer, P.E.

Department Head Approval
Barry Foster
Community & Economic Development Director

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2012\8-28-12 - P11-048, PA08-0072 - Concourse at Centerpoint TUMF Improvement Credit Agreement.doc

CITY OF MORENO VALLEY

IMPROVEMENT AND CREDIT / REIMBURSEMENT AGREEMENT NO. T12-001

TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

This **IMPROVEMENT AND CREDIT AGREEMENT** ("Agreement") is entered into this ____ day of _____, 2012, by and between the City of Moreno Valley, California, a municipal corporation ("City"), and US Real Estate Limited Partnership a Texas limited partnership, by its general partner USAA Real Estate Company, a Delaware corporation, with its principal place of business at 9830 Colonnade Boulevard, Suite 600, San Antonio, Texas 78230 ("Developer"). City and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, Developer owns 26 acres of real property located within the City of Moreno Valley, California, identified as P11-048 (PA08-0072), which is more specifically described in the legal description set forth in Exhibit "A," attached hereto and incorporated herein by this reference ("Property");

WHEREAS, Developer has requested from City certain entitlements and/or permits for the construction of improvements on the Property, which are more particularly described as a 522,772 square-foot industrial building and all related infrastructure associated with City project number P11-048 (PA08-0072) ("Project");

WHEREAS, the City of Moreno Valley is a member agency of the Western Riverside Council of Governments ("WRCOG"), a joint powers agency, comprised of the County of Riverside and 16 cities located in Western Riverside County. WRCOG is the administrator for the Transportation Uniform Mitigation Fee ("TUMF") Program;

WHEREAS, as part of the TUMF Program, the City of Moreno Valley has adopted "Transportation Uniform Mitigation Fee Nexus Study: 2009 Update" ("2009 Nexus Study");

WHEREAS, as a condition to City's approval of the Project, City has required Developer to construct certain street and transportation system improvement(s) of regional importance ("TUMF Improvements");

WHEREAS, pursuant to the TUMF Program, the City of Moreno Valley requires Developer to pay the TUMF which covers the Developer's fair share of the costs to deliver those TUMF Improvements that help mitigate the Project's traffic impacts and burdens on the Regional System of Highways and Arterials (also known as the "TUMF Network"), generated by the Project and that are necessary to protect the safety, health, and welfare of persons that travel to and from the Project using the TUMF Network;

Attachment 1

WHEREAS, the TUMF Improvements have been designated as having Regional or Zonal Significance as further described in the 2009 Nexus Study and the 5 year Transportation Improvement Program as may be amended;

WHEREAS, City and Developer now desire to enter into this Agreement for the following purposes: (1) to provide for the timely delivery of the TUMF Improvements, (2) to ensure that delivery of the TUMF Improvements is undertaken as if the TUMF Improvements were constructed under the direction and authority of the City, (3) to provide a means by which the Developer's costs for project delivery of the TUMF Improvements and related right-of-ways is offset against Developer's obligation to pay the applicable TUMF for the Project in accordance with the TUMF Administrative Plan adopted by WRCOG, and (4) to provide a means, subject to the separate approval of WRCOG, for Developer to be reimbursed to the extent the actual and authorized costs for the delivery of the TUMF Improvements exceeds Developer's TUMF obligation.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and City hereby agree as follows:

TERMS

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Construction of TUMF Improvements. Developer shall construct or have constructed at its own cost, expense, and liability certain street and transportation system improvements generally described as which may include any of the following improvements, but not limited to, saw cutting and removal of existing pavement, roadway earthwork, pavement, base, asphalt concrete overlay, curb and gutter, removal of signs and asphalt concrete curb, traffic striping, traffic control, and drainage improvements and as shown more specifically on the plans, profiles, and specifications which have been or will be prepared by or on behalf of Developer and approved by City, and which are incorporated herein by this reference ("TUMF Improvements"). Construction of the Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any existing public or private improvement in conflict with the construction or installation of the TUMF Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of City and the owner of such improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the Improvements.

2.1 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any portion of the TUMF Improvements until all plans and specifications for the TUMF Improvements have been submitted to and approved by City. Approval by City shall not relieve Developer from ensuring that all TUMF

Improvements conform with all other requirements and standards set forth in this Agreement.

2.2 Permits and Notices. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the TUMF Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

2.3 Public Works Requirements. In order to ensure that the TUMF Improvements will be constructed as if they had been constructed under the direction and supervision, or under the authority of City, Developer shall comply with all of the following requirements with respect to the construction of the TUMF Improvements:

(a) Developer shall obtain bids for the construction of the Improvements, in conformance with the standard procedures and requirements of City with respect to its public works projects, or in a manner which is approved by the Public Works Department.

(b) The contract or contracts for the construction of the TUMF Improvements shall be awarded to the responsible bidder(s) submitting the lowest responsive bid(s) for the construction of the TUMF Improvements.

(c) Developer shall require, and the specifications and bid and contract documents shall require, all such contractors to pay prevailing wages (in accordance with Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code) and to otherwise comply with applicable provisions of the Labor Code, the Government Code and the Public Contract Code relating to public works projects of cities/counties and as required by the procedures and standards of City with respect to the construction of its public works projects or as otherwise directed by the Public Works Department.

(d) All such contractors shall be required to provide proof of insurance coverage throughout the term of the construction of the TUMF Improvements which they will construct in conformance with City's standard procedures and requirements.

(e) Developer and all such contractors shall comply with such other requirements relating to the construction of the TUMF Improvements which City may impose by written notification delivered to Developer and each such contractor at any time, either prior to the receipt of bids by Developer for the construction of the TUMF Improvements, or to the extent required as a result of changes in applicable laws, during the progress of construction thereof.

Owner shall provide proof to City, at such intervals and in such form as City may require that the foregoing requirements have been satisfied as to the TUMF Improvements.

2.4 Quality of Work; Compliance with Laws and Codes. The construction plans and specifications for the TUMF Improvements shall be prepared in accordance with all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. The TUMF Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required, constructing the TUMF Improvements in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to TUMF Improvements. All work shall be done and the TUMF Improvements completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation it is determined that the public interest requires alterations in the TUMF Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the TUMF Improvements to be completed may be accomplished without first giving prior notice thereof to Developer's surety for this Agreement.

3.0 Maintenance of TUMF Improvements. City shall not be responsible or liable for the maintenance or care of the Improvements until City approves and accepts them. City shall exercise no control over the TUMF Improvements until accepted. Any use by any person of the TUMF Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the TUMF Improvements. Developer shall maintain all of the TUMF Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the TUMF Improvements or their condition prior to acceptance.

4.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of the construction of the TUMF

Improvements, including, but not limited to, all plan check, design review, engineering, inspection, sewer treatment connection fees, and other service or impact fees established by City.

5.0 City/County Inspection of TUMF Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the TUMF Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the TUMF Improvements and areas where construction of the TUMF Improvements is occurring or will occur.

6.0 Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 3115 and 3116 of the Civil Code with respect to the TUMF Improvements, Developer shall provide to City such evidence or proof as City shall require that all persons, firms, and corporations supplying work, labor, materials, supplies, and equipment to the construction of the TUMF Improvements, have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. Rather than await the expiration of the said time for the recording of claims of liens, Developer may elect to provide to City a title insurance policy or other security acceptable to City guaranteeing that no such claims of liens will be recorded or become a lien upon any of the Property.

7.0 Acceptance of TUMF Improvements; As-Built, or Record Drawings. If the TUMF Improvements are properly completed by Developer and approved by City, and if they comply with all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements, City shall be authorized to accept the TUMF Improvements. City may, in its sole and absolute discretion, accept fully completed portions of the TUMF Improvements prior to such time as all of the TUMF Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the TUMF Improvements. Upon the total or partial acceptance of the TUMF Improvements by City, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted TUMF Improvements in accordance with California Civil Code section 3093 ("Notice of Completion"), at which time the accepted TUMF Improvements shall become the sole and exclusive property of City without any payment therefore. Notwithstanding the foregoing, City may not accept any TUMF Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City for all such TUMF Improvements. The drawings shall be certified and shall reflect the condition of the TUMF Improvements as constructed, with all changes incorporated therein.

8.0 Warranty and Guarantee. Developer hereby warrants and guarantees all the TUMF Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of the TUMF Improvements, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the TUMF Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of City. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any TUMF Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed TUMF Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any TUMF Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

9.0 Administrative Costs. If Developer fails to construct and install all or any part of the TUMF Improvements, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10.0 Default; Notice; Remedies.

10.1 Notice. If Developer neglects, refuses, or fails to fulfill complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within five (5) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the TUMF Improvements and all other administrative costs expenses as provided for in this Section 10.0 of this Agreement.

10.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or

violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any of the TUMF Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and the TUMF Improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City.

10.3 Other Remedies. No action by City pursuant to this Section 10.0 et seq. of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

11.0 Security; Surety Bonds. Prior to the commencement of any work on the TUMF Improvements, Developer or its contractor shall provide City with surety bonds in the amounts and under the terms set forth below ("Security"). The amount of the Security shall be based on the estimated actual costs to construct the TUMF Improvements, as determined by City after Developer has awarded a contract for construction of the TUMF Improvements to the lowest responsive and responsible bidder in accordance with this Agreement ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer or its contractor shall adjust the Security in the amount requested by City. Developer's compliance with this Section 11.0 et seq. of this Agreement shall in no way limit or modify Developer's indemnification obligation provided in Section 12.0 of this Agreement.

11.1 Performance Bond. To guarantee the faithful performance of the TUMF Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 10.0 et seq. of this Agreement, and to secure the one-year guarantee and warranty of the TUMF Improvements, Developer or its contractor shall provide City a faithful performance bond in an amount which sum shall be not less than one hundred percent (100%) of the Estimated Costs. City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the TUMF Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement and the total remaining security is not less than ten percent (10%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement.

11.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the TUMF Improvements and this Agreement, Developer or its contractor shall provide City a labor and materials bond in an amount which sum shall not be less than fifty percent (50%) of the Estimated Costs. The security provided

under this section may be released by written authorization of City after ninety (90) days from the date City accepts the TUMF Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

11.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of at least "A" and FSC-VIII, shall be licensed to do business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer, its contractor or the surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer, its contractor and the surety shall stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the TUMF Improvements, or the plans and specifications for the TUMF Improvements shall in any way affect its obligation on the Security.

11.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "B", unless other forms are deemed acceptable by the City, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

12.0 Indemnification. Developer shall defend, indemnify, and hold harmless the City of Moreno Valley and the Moreno Valley Community Services District, and the Moreno Valley Housing Authority, its elected officials, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its employees, contractors, or agents in connection with the performance of this Agreement ("Claims"). This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys fees, and related costs or expenses, and the reimbursement of City, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, employees, or agents.

13.0 Insurance.

13.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractor(s) to procure and maintain, during performance of this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall

apply separately to this Agreement or be no less than two times the specified occurrence limit.

13.1.1 General Liability. Occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than Two Million Dollars ($2,000,000) per occurrence for bodily injury, personal injury, and property damage.

13.1.2 Business Automobile Liability. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

13.1.3 Workers' Compensation. Workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence, at all times during which insured retains employees.

13.1.4 Professional Liability. For any consultant or other professional who will engineer or design the TUMF Improvements, liability insurance for errors and omissions with limits not less than Two Million Dollars ($2,000,000) per occurrence, shall be procured and maintained for a period of five (5) years following completion of the TUMF Improvements. Such insurance shall be endorsed to include contractual liability.

13.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

13.3 Additional Insured; Separation of Insureds. The Required Insurance, except for the professional liability and workers' compensation insurance, shall name the City of Moreno Valley, the Moreno Valley Community Services District, and the Moreno Valley Housing Authority, its elected officials, officers, employees, and agents as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including any materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, or agents.

13.4 Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, or agents. The policy required for workers' compensation insurance shall provide that the insurance company waives

all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

13.5 Certificates; Verification. Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

13.6 Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days' prior written notice to City.

13.7 Insurer Rating. Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least "A" and FSC-VIII.

14.0 TUMF Credit.

14.1 Developer's TUMF Obligation. Developer hereby agrees and accepts that as of the date of this Agreement, the amount Developer is obligated to pay to City pursuant to City's Project PA08-0072 Conditions of Approval No. LD64a and City Municipal Code Section 3.44 as part of the TUMF Program is Four Hundred Eighty Thousand Fourteen and 45/100 Dollars ($480,014.45) ("TUMF Obligation"). This TUMF Obligation shall be initially determined under the nexus study and fee schedule in effect for the City at the time the Developer submits a building permit application for TUMF Improvement. Notwithstanding, this TUMF Obligation does not have to be paid until Certificate of Occupancy is obtained.

14.2 Limited Period of Adjustment. For those participating jurisdictions in WRCOG that have adopted the Addendum to the 2009 Nexus Study, the Developer may still qualify for a pro-rata adjustment of its Maximum TUMF Share if existing or future phases of the TUMF Improvement are completed under a different nexus study and the Developer pays the full TUMF Obligation required under the 2009 Nexus Study. A Developer may also request to pay the full TUMF Obligation under the 2009 Nexus Study if TUMF Improvements started under the Addendum will be completed under a different nexus study. To make either request, the Developer must submit its Amendment No. 1 to this Agreement ("Agreement") attached as Exhibit "G" before WRCOG adopts the following year's Construction Cost Index in February. If the Developer fails to submit an Amendment before February of the following year, the TUMF Obligation as would be otherwise calculated under the Addendum shall remain in effect.

14.3 Fee Adjustments. Notwithstanding the foregoing, the Developer agrees that this Agreement shall not estop City from adjusting the TUMF in accordance with the provisions of City Resolution No. 2010-01 in accordance with City Ordinance No. 807 and City Ordinance No. 835 and City Municipal Code Section 3.44. If Section 14.2 is not applicable, Developer agrees and acknowledges that Developer's final TUMF Obligation for the Project shall be calculated when the building permit application is submitted and in accordance with the provisions of City Resolution No. 2010-01 in accordance with City Ordinance No. 807 and City Ordinance No. 835 and City Municipal Code Section 3.44 in effect at such time.

14.4 Credit Offset against TUMF Obligation. Pursuant to City Resolution No. 2010-01 in accordance with City Ordinance No. 807 and City Ordinance No. 835 and City Municipal Code Section 3.44 and in consideration for Developer's obligation under this Agreement for the delivery of TUMF Improvements, credit shall be applied by City to offset the TUMF Obligation ("Credit") subject to adjustment and reconciliation under Section 14.2 and 14.6 of this agreement. Developer hereby agrees that the amount of the Credit shall be applied after Developer has initiated the process of project delivery of TUMF Improvements to the lowest responsible bidder in accordance with this Agreement. Developer further agrees that the dollar amount of the Credit shall be equal to the lesser of: (A) the bid amount set forth in the contract awarded to the lowest responsible bidder, or (B) the unit cost assumptions for the TUMF Improvements in effect at the time of the contract award, as such assumptions are identified and determined in the 2009 Nexus Study and the TUMF Administrative Plan adopted by WRCOG ("Unit Cost Assumptions").

The bid amount and the Unit Cost Assumptions shall hereafter be collectively referred to as "Estimated Cost". At no time will the Credit exceed the Developer's TUMF Obligation. If the dollar amount of the Estimated Cost exceeds the dollar amount of the TUMF Obligation, Developer will be deemed to have completely satisfied its TUMF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.5 of this Agreement. If the dollar amount of the Estimated Cost is less than the dollar amount of the TUMF Obligation, the Developer agrees the Credit shall be applied to offset the TUMF Obligation as follows:

(1) For residential units in the Project, the Credit shall be applied to all residential units to offset and/or satisfy the TUMF Obligation. The residential units for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to each unit, shall be identified in the notice provided to the Developer by City pursuant to this section.

(2) For commercial and industrial structures in the Project, the Credit shall be applied to all commercial and industrial development to offset and/or satisfy the TUMF Obligation. The commercial or industrial structure(s) for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to such structure(s), shall be identified in the notice provided to the Developer by City pursuant to this section.

City shall provide Developer written notice of the determinations that City makes pursuant to this section, including how the Credit is applied to offset the TUMF Obligation as described above.

14.5 Verified Cost of the Improvements. Upon recordation of the Notice of Completion for the TUMF Improvements and acceptance of the TUMF Improvements by City, Developer shall submit to the City Public Works Director the information set forth in the attached Exhibit "C". The City Public Works Director, or his or her designee, shall use the information provided by Developer to calculate the total actual costs incurred by Developer in delivering the TUMF Improvements covered under this Agreement ("Verified Costs"). The City Public Works Director will use his or her best efforts to determine the amount of the Verified Costs and provide Developer written notice thereof within ninety (90) calendar days of receipt of all the required information from Developer.

14.6 Reconciliation; Final Credit Offset against TUMF Obligation. The Developer is aware and accepts the fact that Credits are speculative and conceptual in nature. The actual amount of Credit that shall be applied by City to offset the TUMF Obligation shall be equal to the lesser of: (A) the Verified Costs or (B) Unit Cost Assumptions for the TUMF Improvements as determined in accordance with Section 14.4 of this Agreement ("Actual Credit"). No Actual Credit will be awarded until the Verified Costs are determined through the reconciliation process. Please be advised that while a Developer may use an engineer's estimate in order to estimate Credits for project planning purposes, the Actual Credit awarded will only be determined by the reconciliation process.

(a) TUMF Balance. If the dollar amount of the Actual Credit is less than the dollar amount of the TUMF Obligation ("TUMF Balance"), the City Public Works Director shall provide written notice to Developer of the amount of the TUMF Balance and Developer shall pay the TUMF Balance in accordance with City Resolution No. 2010-01 in accordance with City Ordinance No. 807 and City Ordinance No. 835 and City Municipal Code Section 3.44 to fully satisfy the TUMF Obligation (see Exhibit "F" - Example "A").

(b) TUMF Reimbursement. If the dollar amount of the Actual Credit exceeds the TUMF Obligation, Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.7 of this Agreement. City shall provide Developer written notice of the determinations that City makes pursuant to this section (see Exhibit "F" - Example "B").

(c) TUMF Overpayment. If the dollar amount of the Actual Credit exceeds the Estimated Cost, but is less than the TUMF Obligation, but the Actual Credit plus additional monies collected by City from Developer for the TUMF Obligation exceed the TUMF Obligation ("TUMF Overpayment"), Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may be entitled to a refund. The City Public Works Director shall provide written notice to WRCOG and the Developer of the amount of the TUMF Overpayment and WRCOG shall refund the Developer in accordance with City Municipal Code Section 3.44 (see Exhibit "F" - Example C).

14.7 Reimbursement Agreement. If authorized under either Section 14.4 or Section 14.6, Developer may apply to City and WRCOG for a reimbursement agreement for the amount by which the Actual Credit exceeds the TUMF Obligation, as determined pursuant to Section 14.4 of this Agreement, City Municipal Code Section 3.44, and the TUMF Administrative Plan adopted by WRCOG ("Reimbursement Agreement"). If City and WRCOG agree to a Reimbursement Agreement with Developer, the Reimbursement Agreement shall be executed on the form set forth in Exhibit "D", and shall contain the terms and conditions set forth therein. The Parties agree that the Reimbursement Agreement shall be subject to all terms and conditions of this Agreement, and that upon execution, an executed copy of the Reimbursement Agreement shall be attached hereto and shall be incorporated herein as a material part of this Agreement as though fully set forth herein.

15.0 Miscellaneous.

15.1 Assignment. Developer may assign all or a portion of its rights pursuant to this Agreement to a purchaser of a portion or portions of the Property ("Assignment"). Developer and such purchaser and assignee ("Assignee") shall provide to City such reasonable proof as it may require that Assignee is the purchaser of such portions of the Property. Any assignment pursuant to this section shall not be effective unless and until Developer and Assignee have executed an assignment agreement with City in a form reasonably acceptable to City, whereby Developer and Assignee agree, except as may be otherwise specifically provided therein, to the following: (1) that Assignee shall receive all or a portion of Developer's rights pursuant to this Agreement, including such credit as is determined to be applicable to the portion of the Property purchased by Assignee pursuant to Section 14.0 et seq. of this Agreement, and (2) that Assignee shall be bound by all applicable provisions of this Agreement.

15.2 Relationship between the Parties. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

15.3 Warranty as to Property Ownership; Authority to Enter Agreement. Developer hereby warrants that it owns fee title to the Property and that it has the legal capacity to enter into this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

15.4 Prohibited Interests. Developer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Developer, to solicit or secure this Agreement. Developer also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Developer, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon the making of this Agreement. For breach of this warranty, City shall have the right to rescind this Agreement without liability.

15.5 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City: City of Moreno Valley
Land Development
Attn: City Engineer
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Fax No. 951.413.3158

To Developer: USAA Real Estate Company
Attn: David Buck
9830 Colonnade Boulevard, Suite 600
San Antonio, TX 78230
Fax No. (210) 641-8463

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

15.6 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

15.7 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and contractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

15.8 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

15.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

15.10 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

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

15.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

15.13 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

15.14 Time is of the Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

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

15.16 Entire Agreement. This Agreement contains the entire agreement between City and Developer and supersedes any prior oral or written statements or agreements between City and Developer.

[SIGNATURES OF PARTIES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DEVELOPER:
US Real Estate Limited Partnership,
a Texas limited partnership

By: USAA Real Estate Company,
a Delaware corporation
Its: General Partner

By: Signature on following page
David J. Buck
Managing Director

ATTEST:
By: _____

Its: _____

City of Moreno Valley

By: _____

Its: _____

ATTEST:
By: _____

Its: _____

APPROVED AS TO FORM:
CITY ATTORNEY

Date: _____

By: _____
City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

Developer Signature & Acknowledgement
Improvement and Credit / Reimbursement Agreement No. T12-001
Transportation Uniform Mitigation Fee Program
Centerpointe Logistics Center

US Real Estate Limited Partnership,
a Texas Limited Partnership

By: USAA Real Estate Company,
a Delaware Corporation,
Its General Partner

By: _____
Name: DAVID BUCK
Title: Managing Director

State of Texas
County of Bexar

Before me, the undersigned notary public, personally appeared David J. Buck, the within named signatory, with whom I am personally acquainted, and who upon oath acknowledged such person to be the Managing Director of USAA REAL ESTATE COMPANY, who is the general partner of US REAL ESTATE LIMITED PARTNERSHIP, and is authorized by the company to execute this agreement on behalf of the company.

Witness my hand and seal, this 24th day of April, 2012.

Debra Kasuda
Notary Public
My Commission Expires: 11/9/2013

DEBRA KASUDA
Notary Public
State of Texas
My Comm. Exp. 11-09-2013

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

[ATTACHED BEHIND THIS PAGE]

DESCRIPTION

THOSE PORTIONS OF LOT 1 IN BLOCK 15 AND OF LOT 4 IN BLOCK 14 OF ALESSANDRO TRACT, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP RECORDED IN BOOK 6, PAGES 13, OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, TOGETHER WITH THAT PORTION OF THE UNNAMED 60.00 FEET WIDE STREET WITHIN SAID BLOCKS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4;
THENCE EASTERLY ON THE NORTH LINE OF SAID LOT PROLONGED TO THE WEST LINE OF BLOCK 259 OF THE BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., MAP NO. 1, AS SHOWN BY MAP RECORDED IN BOOK 11, PAGE 10 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
THENCE SOUTHERLY ON SAID WEST LINE TO THE NORTH LINE OF THE LAND DESCRIBED TO THE STATE OF CALIFORNIA BY FINAL DECREE OF CONDEMNATION, A CERTIFIED COPY OF WHICH WAS RECORDED NOVEMBER 4, 1957 AS INSTRUMENT NO. 78851, IN BOOK 2172 PAGE 410 OFFICIAL RECORDS.
THENCE WESTERLY ON LAST SAID NORTH LINE TO THE WEST LINE OF SAID LOT 4;
THENCE NORTH ON SAID WEST LINE TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION LYING WITHIN PARCEL MAP 17864 AS SHOWN BY MAP RECORDED IN BOOK 129, PAGES 79 THROUGH 82, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPT THAT PORTION LYING WITHIN PARCEL MAP 23586-1, AS SHOWN BY MAP RECORDED IN BOOK 177, PAGES 18 THROUGH 20, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN 297-150-055-2

NOTE: SAID LAND IS ALSO KNOWN AS ALL THAT PROPERTY LYING WITHIN THE BOUNDARIES OF TENTATIVE PARCEL MAP 34572.

EXHIBIT "B"

FORMS FOR SECURITY

[ATTACHED BEHIND THIS PAGE]

RECORDING REQUESTED BY:
City of Moreno Valley

WHEN RECORDED, RETURN TO:

CITY OF MORENO VALLEY
City Clerk
P. O. Box 88005
Moreno Valley, CA 92552-0805

No recording fee per Government Code, Section 6103

This space for Recorder's use only.

AGREEMENT FOR PUBLIC IMPROVEMENTS FOR PROJECT NO. PA08-0072

APN NO. 297-150-055

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and **US Real Estate Limited Partnership, a Texas Limited Partnership**, herein after called Developer, on the date the City signs this agreement.

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **PA08-0072** agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **TWENTY-FOUR (24)** months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code.

Security to guarantee the performance of this agreement shall be in the following amounts:

Faithful Performance security shall be in the sum of **THREE MILLION ONE HUNDRED ONE THOUSAND AND NO/100** Dollars (*****$3,101,000.00*****). The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto.

Labor and Material security shall be in the sum of **ONE MILLION FIVE HUNDRED FIFTY THOUSAND FIVE HUNDRED AND NO/100** Dollars (*****$1,550,500.00*****). The estimated cost securing payment of labor and materials is fifty (50) percent of the total cost estimate of the improvements.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Developer further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, his agents or employees, in the performance of the work, and all of said liabilities are assumed by Developer. Developer agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Developer, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

FOURTH: The Developer hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed the work within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. The Developer's obligation under this provision shall be secured by the bonds securing performance of this Agreement.

SIXTH: The Developer, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If the Developer, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Developer because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

EIGHTH: Developer agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Developer of the insufficiency of said bonds. Developer reserves the right to substitute the form of security in accordance with the City's Municipal Code at anytime during the term of this agreement, subject to approval by the City Engineer and City Attorney.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time **may** be granted by the City from time to time, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds, Developer further agrees to maintain the aforesaid bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

AGREEMENT FOR PUBLIC IMPROVEMENTS
PROJECT NO. PA08-0072

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City:
City Engineer
P.O. Box 88005
14177 Frederick
Moreno Valley, CA 92552-0805

Developer:
US Real Estate Limited Partnership,
a Texas Limited Partnership
9830 Colonnade Blvd., Suite 600
San Antonio, TX 78230

IN WITNESS WHEREOF Developer has affixed his name, address and seal.

Date approved by the City: 3/21/12

US Real Estate Limited Partnership, a Texas Limited Partnership:
Developer

BY: _____
Signature

DAVID BUCK
Print/Type Name Managing Director

_____
Title

BY: _____
Signature
STANLEY R. ALTERMAN
Executive Managing Director
Print/Type Name

_____
Title

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

By: _____
City Clerk

(SEAL)

CITY OF MORENO VALLEY

By: _____
Mayor

APPROVED AS TO FORM:
CITY ATTORNEY

Date: 20 MAR 2012

By: _____
City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED IN QUADRUPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; PINK - DEVELOPER; GREEN - SURETY; BLUE - PROJECT FILE

W:\LandDev\MANAGEMENT ASSISTANT\Agreement Bond Packets\PA08-0072 - Agreement.doc

EXHIBIT "A"
ENGINEER'S ESTIMATE

DATE: 02/15/12
PREPARED BY: Vince Giron

VBG 2/15/12

PROJECT: PA08-0072
0
Concourse at Centerpointe

PUBLIC PAVEMENT SECTIONS

TYPE			QUANTITY	UNIT	UNIT PRICE	TOTAL
Street Work - Non DIF Non TUMF						
Roadway Excavation			2993	C.Y.	29.00	86,797
A.B. Class II - Street 1	1	Thickness (ft.)				
Resource Wy	52476	S.F.	3804	Ton	33.00	125,532
A.C. - Street 1	0.5	Thickness (ft.)				
Resource Wy	52476	S.F.	1902	Ton	80.00	152,160
Roadway Excavation			25	C.Y.	29.00	725
A.B. Class II - Street 2	0.67	Thickness (ft.)				
Frederick St	2110	S.F.	102	Ton	33.00	3,366
A.C. - Street 2	0.45	Thickness (ft.)				
Frederick St	2110	S.F.	68	Ton	80.00	5,440
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Street Work - DIF						
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Street Work - TUMF						
Roadway Excavation			4000	C.Y.	29.00	116,000
A.B. Class II - Street 1	1	Thickness (ft.)				
Cactus Ave	80360	S.F.	5826	Ton	33.00	192,258
A.C. - Street 1	0.5	Thickness (ft.)				
Cactus Ave	80360	S.F.	2913	Ton	80.00	233,040
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
					SUBTOTAL:	915,318

Item No. A.10

EXHIBIT "A"
ENGINEER'S ESTIMATE

DATE: 02/15/12
PREPARED BY: Vince Giron

VBG 2/15/12

PROJECT: PA08-0072 0 PUBLIC STREET WORK
Concourse at Centerpointe

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Offsite Street Work				
Pavement				
Grind & Pave 0.15' Frederick St & Resource Wy	33233	S.F.	3.25	108,007
A.C. Cap/Overlay Frederick St & Resource Wy	0	Ton	80.00	0
Grind & Pave 0.15' Cactus Ave	8310	S.F.	3.25	27,008
A.C. Cap/Overlay Cactus Ave	0	Ton	80.00	0
Slurry Seal (Based on $150/Ton Type II)	0	S.Y.	2.25	0
Paving Fabric	0	S.Y.	1.20	0
Sawcut	2600	L.F.	3.00	7,800
Utility Trench	0	L.F.	17.00	0
Trench Repaving	0	S.F.	12.00	0
Redwood Header	0	L.F.	6.00	0
Curb Transition	140	L.F.	10.00	1,400
Curb Only - 8"	2576	L.F.	15.00	38,640
Adjust M.H. to Grade	21	EA.	800.00	16,800
Adjust Water Valve to Grade	0	EA.	400.00	0
Remove & Dispose Existing Pavement & Base	0	SF	3.00	0
Remove Existing Curb & Gutter Frederick St & Resource Wy	290	L.F.	12.00	3,480
Remove Existing Curb & Gutter Cactus Ave	84	L.F.	12.00	1,008
Concrete				
P.C.C. Paving - 6"	0	S.F.	6.50	0
P.C.C. Paving - 8"	0	S.F.	10.50	0
Curb and Gutter - 6"	0	L.F.	25.00	0
Curb and Gutter - 8"	0	L.F.	30.00	0
Curb and Gutter - 8" Frederick Ave and Resource Wy	25	L.F.	30.00	750
Curb and Gutter - 8" (TUMF Cactus Ave)	1147	L.F.	30.00	34,410
Curb Only - 6"	0	L.F.	20.00	0
Curb Only - 8"	0	L.F.	25.00	0
Curb Only - 8" (DIF Cactus Ave)	2576	L.F.	25.00	64,400
Curb Only - 8" (TUMF Street Name)	0	L.F.	25.00	0
A.C. Curb 6"	0	L.F.	12.00	0
A.C. Curb 8"	0	L.F.	15.00	0
Cross Gutter and Spandrel	0	S.F.	10.25	0
Sidewalk	0	S.F.	4.25	0
Sidewalk Frederick St & Resource Wy	6272	S.F.	7.00	43,904
Sidewalk (DIF Cactus Ave)	8466	S.F.	7.00	59,262
Median Stamped Concrete	0	S.F.	14.00	0
Driveway Approach - 8" Cactus Ave	6164	S.F.	6.50	40,066
Driveway Approach - 8" Frederick St & Resource Wy	2352	S.F.	10.50	24,696
Wheelchair Ramp Cactus Ave	1	EA.	2,600.00	2,600
Alley Approach - 8"	0	S.F.	10.25	0
1/2 Alley Apron	0	S.F.	10.25	0
Barricade	0	L.F.	100.00	0
Bus Bay Cactus Ave	1	EA.	15,000.00	15,000
Miscellaneous				
Relocate Power Poles	0	EA.	30,000.00	0
Relocate Power Poles (DIF Street Name)	0	EA.	30,000.00	0
Erosion Control	0	AC	5,000.00	0
Walls - Masonry: 6' Maximum	0	L.F.	100.00	0
Walls - Retaining: 6' Maximum	0	L.F.	150.00	0
Remove sign	4	EA.	200.00	800
Curb Pocket for Sewer Manhole	0	EA.	5,000.00	0
Remove Existing Driveway Frederick St & Resource Wy	3964	SF	3.00	11,892
Remove Existing Driveway Cactus Ave	1136	SF	3.00	3,408
			SUBTOTAL	505,331
Traffic Improvements (Plan Checked by Trans. Eng'rg.staff/Inspected by LDD staff)				
Traffic Striping/raised pavement markers	1	L.S.	–	7,890
Traffic Striping (DIF Street)	0	L.S.	–	0
Street Name Sign	0	EA.	500.00	0
Stop Sign	0	EA.	200.00	0
Signs and Posts	5	EA.	200.00	1,000
Signs and Posts (DIF Street)	0	EA.	200.00	0
Street Sweeping Sign	0	EA.	200.00	0
Warning Markers - Type L, Type N	0	EA.	100.00	0
Traffic Control	0	L.S.	10000	0
Traffic Control (DIF Street Name)	0	L.S.	10000	0
Traffic Signal PB-Adjust to Grade	9	EA.	800.00	7,200
Metal Guard Rail	0	L.F.	90.00	0
Adjust Existing Traffic Controller	2	EA.	1,500.00	3,000
			SUBTOTAL:	19,090
Bondable Street Work Only (not plan checked)				
Undergrounding of Utilities	0	L.F.	198.00	0
Cluster Mail Boxes	0	EA.	4,500.00	0
Relocate Mailbox	0	EA.	350.00	0
Relocate Cluster Mailbox	0	EA.	1,200.00	0
Monuments - Cactus Ave	1	EA.	300.00	300
Relocate Trees	0	EA.	2,500.00	0
			SUBTOTAL:	300

Item No. A.10

EXHIBIT "A"
ENGINEER'S ESTIMATE

DATE: 02/15/12
PREPARED BY: Vince Giron

VBG 2/15/12

PROJECT: PA08-0072 0 Concourse at Centerpointe

PUBLIC STREET WORK (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Special Districts				
Landscaping - Medians	11384	S.F.	6.00	68,304
Landscaping - Parkways	5325	S.F.	6.00	31,950
Street Lights (9500 lumen)	0	EA.	5,000.00	0
Street Lights (22000 lumen)	7	EA.	6,000.00	42,000
			SPECIAL DISTRICTS SUBTOTAL:	142,254
Moreno Valley Utilities				
Electrical Utility Infrastructure	1	L.S.	136,000.00	136,000
			MVU SUBTOTAL:	136,000
Water Quality Basin				
Landscaping	0	S.F.	6.00	0
Filtration Devices	0	EA	0	0
Access Ramp PCC	0	S.F.	0	0
Low-Flow Pipe System	0	L.F.	0	0
Headwalls	0	EA	0	0
Outlets	0	EA	0	0
Risers	0	EA	0	0
Forebay PCC	0	S.F.	0	0
Toe of slope protection PCC	0	S.F.	20.00	0
			WQB SUBTOTAL:	0
Transportation Engineering				
Traffic Signal New (Interconnect, Controller, Software, Initial Coordination	0	EA.	272,000.00	0
Traffic Signal Modification	1	L.S.	45000	45,000
Traffic Signal Interconnect (Existing Signals Only) Frederick St	840	L.F.	30.00	25,200
Traffic Signal Interconnect (Existing Signals Only) Cactus Ave	1415	L.F.	30.00	42,450
			TRANSPORTATION SUBTOTAL:	112,650

VBG
2/15/12

EXHIBIT "A"
ENGINEER'S ESTIMATE

DATE: 02/15/12
PREPARED BY: Vince Giron

PROJECT: PA08-0072 0 PUBLIC STORM DRAIN SYSTEM
Concourse at Centerpointe

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipe				
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	79	L.F.	160.00	12,640
24" Reinforced Concrete Pipe (DIF Cactus Ave)	209	L.F.	160.00	33,440
30" Reinforced Concrete Pipe	688	L.F.	180.00	123,840
36" Reinforced Concrete Pipe	370	L.F.	190.00	70,300
39" Reinforced Concrete Pipe	0	L.F.	200.00	0
42" Reinforced Concrete Pipe	47	L.F.	210.00	9,870
48" Reinforced Concrete Pipe	635	L.F.	250.00	158,750
54" Reinforced Concrete Pipe	85	L.F.	300.00	25,500
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
66" Reinforced Concrete Pipe	0	L.F.	375.00	0
72" Reinforced Concrete Pipe	0	L.F.	414.00	0
78" Reinforced Concrete Pipe	0	L.F.	459.00	0
84" Reinforced Concrete Pipe	0	L.F.	505.00	0
90" Reinforced Concrete Pipe	0	L.F.	557.00	0
96" Reinforced Concrete Pipe	0	L.F.	613.00	0
102" Reinforced Concrete Pipe	0	L.F.	671.00	0
108" Reinforced Concrete Pipe	0	L.F.	724.00	0
114" Reinforced Concrete Pipe	0	L.F.	785.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
60" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
6' X 10' Reinforced Concrete Box	0	C.Y.	1200.00	0
8' X 12' Reinforced Concrete Box	0	C.Y.	1400.00	0
2 - 72" Reinforced Concrete Pipe	0	L.F.	840.00	0
3 - 4' X 2' Reinforced Concrete Pipe	0	L.F.	461.00	0
Concrete Backfill	230	L.F.	20.00	4,600
Manholes				
Manhole No. 1	3	EA.	5000.00	15,000
Manhole No. 2	4	EA.	7200.00	28,800
Manhole No. 3	0	EA.	8500.00	0
Manhole No. 4	2	EA.	10000.00	20,000
	0		0.00	0
Catch Basins				
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	3	EA.	5500.00	16,500
Catch Basin (10')	0	EA.	6000.00	0
Catch Basin (14')	2	EA.	8000.00	16,000
Catch Basin (21')	0	EA.	12500.00	0
Local Depressions	3	EA.	535.00	1,605
Catch Basin (3.5') (DIF Street Name)	0	EA.	3100.00	0
Catch Basin (7') (DIF Cactus Ave)	3	EA.	5500.00	16,500
Catch Basin (10') DIF Street Name)	0	EA.	6000.00	0
Catch Basin (14') (DIF Street Name)	0	EA.	8000.00	0
Catch Basin (28') (DIF Resource)	1	EA.	16000.00	16,000
Local Depressions (DIF Street Name)	0	EA.	535.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	0	EA.	2100.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Remove Catch Basin	1	EA.	500.00	500
Grated Catch Basin	0	EA.	6000.00	0
Headwall	0	EA.	5500.00	0

Item No. A.10

EXHIBIT "A"
ENGINEER'S ESTIMATE

VBG
2/15/12

DATE: 02/15/12
PREPARED BY: Vince Giron

PROJECT: PA08-0072
0
Concourse at Centerpointe

PUBLIC STORM DRAIN SYSTEM (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Structures				
Transition Structure	0	EA.	5500.00	0
Junction Structure	3	EA.	6500.00	19,500
Type IX Inlet Structure	0	EA.	2500.00	0
Inlet Structure (drop)	0	EA.	4000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48")	1	EA.	3000.00	3,000
Headwall	2	EA.	5500.00	11,000
Removal of Headwall	2	EA.	3000.00	6,000
Concrete Collar (Grater than 48")	0	EA.	5000.00	0
Modified Junction Structure	0	EA.	15000.00	0
End Cap	1	EA.	1000.00	1,000
Drains				
Terrace Drain	0	S.F.	10.00	0
Down Drain	0	S.F.	10.00	0
Parkway Drain	0	EA.	3500.00	0
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	0	EA.	250.00	0
"V" Gutter	0	S.F.	10.00	0
	0		0	0
Miscellaneous				
Rip Rap	50	TON	60.00	3,000
Remove Existing 42" Storm Drain	95	L.F.	10.00	950
Remove Existing 36" Storm Drain	85	L.F.	10.00	850
Special Pipe Connection	2	E.A.	1000.00	2,000
Remove Existing AC Pavement	13054	L.F.	3.00	39,162
Sawcut	2354	L.F.	1.00	2,354
Remove Existing 30" RCP	9	L.F.	9.00	81
Relocate Existing Electrical Conduit	180	L.F.	50.00	9,000
Relocate Existing Gas Line	50	L.F.	150.00	7,500
Special Pipe Protection	2	E.A.	0.00	1,250
Remove Existing Catch Basin	1	EA.	500	500
			SUBTOTAL:	676,992

EXHIBIT "A"
ENGINEER'S ESTIMATE

DATE: 02/15/12
PREPARED BY: Vince Giron

VBG
2/15/12

PROJECT: PA08-0072
0 PUBLIC WATER SYSTEMS
Concourse at Centerpointe

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Water System				
4" PVC C-900	0	L.F.	25.00	0
6" PVC C-900	0	L.F.	30.00	0
8" PVC C-900	0	L.F.	35.00	0
10" PVC C-900	0	L.F.	40.00	0
12" PVC C-900	35	L.F.	60.00	2,100
16" CML&C	45	L.F.	90.00	4,050
12" CML&C	10	L.F.	95.00	950
20" PVC C-900	0	L.F.	180.00	0
	0	L.F.	0	0
Valves - Water System				
4" Gate Valve	0	EA.	715.00	0
6" Gate Valve	0	EA.	830.00	0
8" Gate Valve	2	EA.	1,340.00	2,680
10" Gate Valve	0	EA.	1,500.00	0
12" Gate Valve	0	EA.	2,300.00	0
16" Gate Valve	0	EA.	6,270.00	0
18" Gate Valve	0	EA.	14,300.00	0
4" Butterfly Valve	0	EA.	330.00	0
6" Butterfly Valve	0	EA.	520.00	0
8" Butterfly Valve	0	EA.	990.00	0
10" Butterfly Valve	0	EA.	1,200.00	0
12" Butterfly Valve	0	EA.	1,800.00	0
16" Butterfly Valve	0	EA.	2,700.00	0
18" Butterfly Valve	0	EA.	2,800.00	0
20" Butterfly Valve	0	EA.	4,200.00	0
24" Butterfly Valve	0	EA.	5,200.00	0
1" Air Vac Release	0	EA.	2,400.00	0
Relocate 2" Air Vac Release	1	EA.	4,000.00	4,000
2" Backflow Preventor, Pad & Cover	2	EA.	4,300.00	8,600
4" Blow Off	0	EA.	3,500.00	0
6" Blow Off	0	EA.	4,000.00	0
	0		0.00	0
Fire Hydrants - Water System				
6" Standard Fire Hydrants	0	EA.	4,000.00	0
6" Super Fire Hydrants	4	EA.	4,500.00	18,000
Relocate Fire Hydrants	2		0.00	0
Services Connections				
1" Service	1	EA.	800.00	800
1" Service w/ 5/8" Service	0	EA.	2,000.00	0
1 1/2" Service	1	EA.	1,100.00	1,100
2" Service	2	EA.	1,600.00	3,200
	0		0.00	0
Fittings - Water System				
Misc. Fittings 4"	0		120.00	0
Misc. Fittings 6"	0		160.00	0
Misc. Fittings 8"	0		200.00	0
Misc. Fittings 10"	0		240.00	0
Misc. Fittings 12"	0		750.00	0
	0		0.00	0
Water Meters - Water System				
5/8" Meter	0		230.00	0
1" Meter	1		320.00	320
1 1/2" Meter	0		420.00	0
2" Meter	3		525.00	1,575
Relocate Water Meter	2	EA.	1,000.00	2,000
Hot Tap Connections - Water System				
6" Hot Tap	0	EA.	1,750.00	0
8" Hot Tap	2	EA.	2,200.00	4,400
12" Hot Tap	0	EA.	3,150.00	0
Hot Tap Service Clamp	2	EA.	1,000.00	
Water Service	2	EA.	330.00	660
	0		0.00	0
Miscellaneous - Water System				
Thrust Block	1	CY	150.00	150
Jack & Bore	0	L.F.	300.00	0
Joint at Existing 8"	0	EA.	650.00	0
Adjust Water Meter Box to Grade	3	EA.	235.00	705
Relocate 24" Water Line	55	L.F.	75.00	4,125
Remove 12" Water Line	20	L.F.	20.00	400
Relocate 12" Water Line	45	L.F.	50.00	2,250
Remove and Relocate Existing CTS	1	EA.	2,500.00	2,500
			SUBTOTAL:	64,565

Item No. A.10

EXHIBIT "A"
ENGINEER'S ESTIMATE

DATE: 02/15/12
PREPARED BY: Vince Giron

VBG
2/15/12

PROJECT: PA08-0072 0 PUBLIC SEWER SYSTEMS
Concourse at Centerpointe

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Sewer System				
4" V.C. Pipe	0	L.F.	25.00	0
6" V.C. Pipe	55	L.F.	40.00	2,200
8" V.C. Pipe	12	L.F.	55.00	660
10" V.C. Pipe	0	L.F.	60.00	0
12" V.C. Pipe	0	L.F.	70.00	0
15" V.C. Pipe	0	L.F.	80.00	0
18" V.C. Pipe	0	L.F.	160.00	0
21" V.C. Pipe	0	L.F.	180.00	0
24" V.C. Pipe	0	L.F.	195.00	0
27" V.C. Pipe	0	L.F.	215.00	0
30" V.C. Pipe	0	L.F.	235.00	0
33" V.C. Pipe	0	L.F.	280.00	0
36" V.C. Pipe	0	L.F.	300.00	0
4" SDR - 35	0	L.F.	25.00	0
6" SDR - 35	0	L.F.	30.00	0
8" SDR - 35	0	L.F.	35.00	0
10" SDR - 35	0	L.F.	45.00	0
12" SDR - 35	0	L.F.	54.00	0
15" SDR - 35	0	L.F.	90.00	0
Concrete Encasement	0		20.00	0
			0.00	0
Cleans Outs - Sewer System				
Clean-outs	0	EA.	730.00	0
Clean Out Lateral	0	EA.	200.00	0
	0		0.00	0
Manholes - Sewer System				
Standard Manhole 48"	1	EA.	3,140.00	3,140
Standard Manhole 48" Extra Depth	0	EA.	3,500.00	0
Standard Manhole 60"	0	EA.	4,500.00	0
Shallow Manhole	0	EA.	3,300.00	0
Adjust Manhole to Grade	4	EA.	630.00	2,520
Tie Into Existing Manhole	0	EA.	2,100.00	0
Rechannel Existing Manhole	0	EA.	1,500.00	0
Join Existing 8" Pipe	2	EA.	1,500.00	3,000
Join Existing 12" Pipe	0	EA.	2,000.00	0
Pavement around MH	0	S.F.	14.00	0
	0		0.00	0
Miscelleneous - Sewer System				
Wyes	1	EA.	90.00	90
TV Sewer	0	L.F.	1.20	0
Trench Paving	0	S.F.	5.00	0
Pavement Replacement	0	S.F.	3.00	0
			SUBTOTAL:	11,610

VBG
2/15/12

EXHIBIT "A"
ENGINEER'S ESTIMATE

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
BOND COMPUTATION SHEET

PROJECT: PA08-0072
0
Concourse at Centerpointe

DATE: 02/15/12
PREPARED BY: Vince Giron

IMPROVEMENT TYPE:	
PAVEMENT SECTION WORK	$915,318
OFFSITE STREET WORK	$505,331
SPECIAL DISTRICTS	$142,254
MORENO VALLEY UTILITIES	$136,000
WATER QUALITY BASIN	$0
TRANSPORTATION ENGINEERING	$112,650
STORM DRAIN SYSTEM	$676,992
WATER SYSTEM	$64,565
SEWER SYSTEM	$11,610
TRAFFIC IMPROVEMENTS	$19,090
BONDABLE WORK (not plan checked)	$300
TOTAL COST (VALUE) OF IMPROVEMENTS:	$2,584,110
+20% CONTINGENCY:	$516,822
GRAND TOTAL:	$3,100,932
BOND AMOUNT:	$3,101,000

Item No. A.10

FAITHFUL PERFORMANCE BOND

City of Moreno Valley
County of Riverside
State of California
(Government Code Section 66499.1)

Public Improvements $3,101,000.00

Project No. PA08-0072

Bond No. 105700873

Premium

Surety Travelers Casualty & Surety Co. of America A+(XV) CA

Principal US Real Estate Limited Partnership a Texas Limited Partnership

Address 1301 E. Collins Blvd., #340

Address 9830 Colonnade Blvd., Suite 600

City/Zip Richardson, TX 75081

City/Zip San Antonio, TX 78230

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and **US Real Estate Limited Partnership, a Texas limited partnership,** (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to **PA08-0072**, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement to furnish bond for the faithful performance of said agreement;

NOW, THEREFORE, we the Principal, and Travelers Casualty & Surety Co. of America A+(XV) CA as Surety, are held and firmly bound to the City of Moreno Valley in the penal sum of **THREE MILLION ONE HUNDRED ONE THOUSAND AND NO/100** Dollars (*****$3,101,000.00*****), lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, successors, executors and administrator, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

RISK MANAGEMENT
Approved

M. Alonzo 3-6-12
By Date

Item No. A.10

MV00174838

FAITHFUL PERFORMANCE BOND (Page 2 of 2)
PROJECT NO. PA08-0072

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to Surety's obligations hereunder and are hereby waived by Surety.

When the work covered by the agreement is complete, the City Council of the City of Moreno Valley will accept the work and thereupon the amount of the obligation of this bond is reduced by 90%, with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on February 29, 20 12.

NAME OF PRINCIPAL: US Real Estate Limited Partnership, a Texas limited partnership
Company Name

AUTHORIZED SIGNATURE(S): By _____ Managing Director
Name STANLEY R. ALTERMAN Title

_____ Executive Managing Director
Name Title

NAME OF SURETY: A+(XV) CA Travelers Casualty & Surety Co. of America
Company Name

AUTHORIZED SIGNATURE: _____ ITS ATTORNEY-IN-FACT

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.
BOND COMPANY – ATTACH POWER OF ATTORNEY

Approved as to form:

Date: _____

_____
City Attorney
City of Moreno Valley

W:\LandDev\MANAGEMENT ASSISTANT\Agreement Bond Packets\PA08-0072 - Faithful Performance Bond.DOC

WARNING: THIS POWER OF ATTORNEY IS INVALID

POWER OF ATTORNEY

TRAVELERS

A+(XV) CA

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224596

Certificate No. 004704466

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Brenda J. Ernst, Morresa Shepherd, Jennifer Lea Wingfield, Steven C. Barnett, and Shannon Carol

of the City of Dallas, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of January, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

By: George W. Thompson, Senior Vice President

State of Connecticut
City of Hartford ss.

On this the 20th day of January, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

Marie C. Tetreault, Notary Public

58440-6-11 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Item No. A.10

MV00174840

Principal Signature Page
Faithful Performance Bond
Project No. PA08-0072

US Real Estate Limited Partnership,
a Texas Limited Partnership

By: USAA Real Estate Company,
a Delaware Corporation,
Its General Partner

By: _____
Name: DAVID BUCK
Title: Managing Director

US Real Estate Limited Partnership,
a Texas Limited Partnership

By: USAA Real Estate Company,
a Delaware Corporation
Its General Partner

By: _____
Name: STANLEY R. ALTERMAN
Title: Executive Managing Director

State of Texas
County of Bexar

Before me, the undersigned notary public, personally appeared David J. Buck, the within named signatory, with whom I am personally acquainted, and who upon oath acknowledged such person to be the Managing Director of USAA REAL ESTATE COMPANY, who is the general partner of US REAL ESTATE LIMITED PARTNERSHIP, and is authorized by the company to execute this agreement on behalf of the company.

Witness my hand and seal, this 1st day of March, 2012.

DEBRA KASUDA
Notary Public
State of Texas
My Comm. Exp. 11-09-2013

Notary Public
My Commission Expires: 11/9/2013

State of Texas
County of Bexar

Before me, the undersigned notary public, personally appeared Stanley R. Alterman, the within named signatory, with whom I am personally acquainted, and who upon oath acknowledged such person to be the Executive Managing Director of USAA REAL ESTATE COMPANY, who is the general partner of US REAL ESTATE LIMITED PARTNERSHIP, and is authorized by the company to execute this agreement on behalf of the company.

Witness my hand and seal, this 1st day of March, 2012.

DEBRA KASUDA
Notary Public
State of Texas
My Comm. Exp. 11-09-2013

Notary Public
My Commission Expires: 11/9/2013

MATERIAL AND LABOR BOND

City of Moreno Valley
County of Riverside
State of California
(Government Code Section 66499.2)

Public Improvements $1,550,500.00

Bond No. 105700874

Surety Travelers Casualty & Surety Co. of A+(XV) CA /america

Address 1301 E. Collins Blvd., #340

City/Zip Richardson, TX 75081

Project No. PA08-0072

Premium

Principal US Real Estate Limited Partnership a Texas Limited Partnership

Address 9830 Colonnade Blvd., Suite 600

City/Zip San Antonio, TX 78230

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and **US Real Estate Limited Partnership, a Texas limited partnership,** (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to **PA08-0072**, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Moreno Valley to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, we the Principal, and the undersigned as corporate Surety, are held and firmly bound unto the City of Moreno Valley and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of **ONE MILLION FIVE HUNDRED FIFTY THOUSAND FIVE HUNDRED AND NO/100** Dollars (*****$1,550,500.00*****) lawful money of the United States, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, also in case suit is brought upon this bond, will pay, in addition to the face amount hereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

RISK MANAGEMENT
Approved

By

3-6-12
Date

Item No. A.10

MV00174842

MATERIAL AND LABOR BOND (Page 2 of 2)
PROJECT NO. PA08-0072

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition. Surety further stipulates and agrees that the provision of Section 2845 of the Civil Code are not a condition precedent to the Surety's obligations hereunder and hereby waived by the Surety.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on February 29, 2012.

NAME OF PRINCIPAL: US Real Estate Limited Partnership, a Texas limited partnership
Company Name

AUTHORIZED SIGNATURE(S): By:

Name — Managing Director
Title

Name — STANLEY R. ALTERMAN
Executive Managing Director
Title

NAME OF SURETY: A+(XV) CA
Travelers Casualty & Surety Co. of America
Company Name

AUTHORIZED SIGNATURE: ITS ATTORNEY-IN-FACT

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.
BOND COMPANY – ATTACH POWER OF ATTORNEY

Approved as to form:

Date: _____

City Attorney
City of Moreno Valley

W:\LandDev\MANAGEMENT ASSISTANT\Agreement Bond Packets\PA08-0072 - Material Labor Bond.DOC

POWER OF ATTORNEY

TRAVELERS
A+(XV) CA

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224596

Certificate No. 004704465

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Brenda J. Ernst, Morresa Shepherd, Jennifer Lea Wingfield, Steven C. Barnett, and Shannon Carol

of the City of Dallas, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of January, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

By: George W. Thompson, Senior Vice President

State of Connecticut
City of Hartford ss.

On this the 20th day of January, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

Marie C. Tetreault, Notary Public

58440-6-11Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Item No. A.10

MV00174844

Principal Signature Page
Material and Labor Bond
Project No. PA08-0072

US Real Estate Limited Partnership,
a Texas Limited Partnership

By: USAA Real Estate Company,
a Delaware Corporation,
Its General Partner

By: _____
Name: DAVID BUCK
Title: Managing Director

US Real Estate Limited Partnership,
a Texas Limited Partnership

By: USAA Real Estate Company,
a Delaware Corporation
Its General Partner

By: _____
Name: STANLEY R. ALTERMAN
Title: Executive Managing Director

State of Texas
County of Bexar

Before me, the undersigned notary public, personally appeared David J. Buck, the within named signatory, with whom I am personally acquainted, and who upon oath acknowledged such person to be the Managing Director of USAA REAL ESTATE COMPANY, who is the general partner of US REAL ESTATE LIMITED PARTNERSHIP, and is authorized by the company to execute this agreement on behalf of the company.

Witness my hand and seal, this 1st day of March, 2012.

DEBRA KASUDA
Notary Public
State of Texas
My Comm. Exp. 11-09-2013

Notary Public
My Commission Expires: 11/9/2013

State of Texas
County of Bexar

Before me, the undersigned notary public, personally appeared Stanley R. Alterman, the within named signatory, with whom I am personally acquainted, and who upon oath acknowledged such person to be the Executive Managing Director of USAA REAL ESTATE COMPANY, who is the general partner of US REAL ESTATE LIMITED PARTNERSHIP, and is authorized by the company to execute this agreement on behalf of the company.

Witness my hand and seal, this 1st day of March, 2012.

DEBRA KASUDA
Notary Public
State of Texas
My Comm. Exp. 11-09-2013

Notary Public
My Commission Expires: 11/9/2013

Item No. A.10

MV00174845

USAA

USAA Real Estate Company

March 13, 2012

Sent Via FedEx
Liz Plazola
CEDD/Land Development
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552-0805

Re: PA08-0072 – Agreement for Public Improvements – M&L Bond

Dear Ms. Plazola:

Enclosed you will find one original of the Rider to the Material and Labor Bond previously submitted to you in connection with the above referenced project. The Bond was intended to be issued under the same Bond Number as the Performance Bond. The enclosed Rider simply amends the Bond to reflect the corrected Bond Number.

Should you have any questions or require any further information, please do not hesitate contacting me direct at (210) 641-8484.

Sincerely,

David J. Buck
Managing Director

Cc: Steve Ames, USAA Real Estate Company
Tony Byron, USAA Real Estate Company
Timur Tecimer, Overton Moore Properties
Denise Woodard, LSA Associates

9830 Colonnade Boulevard, Suite 600 San Antonio, Texas 78230-2239

Principal Signature Page
Material and Labor Bond Rider
Project No. PA08-0072

US Real Estate Limited Partnership,
a Texas Limited Partnership

By: USAA Real Estate Company,
a Delaware Corporation,
Its General Partner

By:
Name: DAVID BUCK
Title: Managing Director

US Real Estate Limited Partnership,
a Texas Limited Partnership

By: USAA Real Estate Company,
a Delaware Corporation
Its General Partner

By:
Name: STANLEY R. ALTERMAN
Title: Executive Managing Director

State of Texas
County of Bexar

Before me, the undersigned notary public, personally appeared David J. Buck, the within named signatory, with whom I am personally acquainted, and who upon oath acknowledged such person to be the Managing Director of USAA REAL ESTATE COMPANY, who is the general partner of US REAL ESTATE LIMITED PARTNERSHIP, and is authorized by the company to execute this agreement on behalf of the company.

Witness my hand and seal, this 12th day of March, 2012.

Notary Public
My Commission Expires: 11/9/13

DEBRA KASUDA
Notary Public
State of Texas
My Comm. Exp. 11-09-2013

State of Texas
County of Bexar

Before me, the undersigned notary public, personally appeared Stanley R. Alterman, the within named signatory, with whom I am personally acquainted, and who upon oath acknowledged such person to be the Executive Managing Director of USAA REAL ESTATE COMPANY, who is the general partner of US REAL ESTATE LIMITED PARTNERSHIP, and is authorized by the company to execute this agreement on behalf of the company.

Witness my hand and seal, this 12th day of March, 2012.

Notary Public
My Commission Expires: 11/9/13

DEBRA KASUDA
Notary Public
State of Texas
My Comm. Exp. 11-09-2013

Item No. A.10

MV00174847

TRAVELERS

License No. _____

RIDER

To be attached to and form part of Bond No. 105700874.

Issued on behalf of US Real Estate Limited Partnership, a Texas Limited Partnership as Principal, and in favor of "City of Moreno Valley, CA" as Obligee.

It is agreed that:

☐ 1. The Surety hereby gives its consent to change the Name:

from: _____

to: _____

☐ 2. The Surety hereby gives its consent to change the Address:

from: _____

to: _____

☒ 3. The Surety hereby gives its consent to change the Bond Number:

from: 105700874

to: 105700873

4. This rider shall become effective as of February 29, 2012

PROVIDED, however, that the liability of the Surety under the attached bond as changed by this Rider shall not be cumulative.

Signed, sealed and dated March 7, 2012.

Travelers Casualty & Surety Co. of America

By: Jennifer Lea Wingfield
Jennifer Lea Wingfield Attorney-in-Fact

Accepted: _____
Obligee

By: _____

or US Real Estate Limited Partnership, a Texas Limited Partnership
Principal

By: "SEE ATTACHED SIGNATURE PAGE"

S-4111 (8/66)

WARNING: THIS POWER OF ATTORNEY IS INVALID

POWER OF ATTORNEY

TRAVELERS

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Certificate No. 004704467

Attorney-In Fact No. 224596

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Brenda J. Ernst, Morresa Shepherd, Jennifer Lea Wingfield, Steven C. Barnett, and Shannon Carol

of the City of Dallas, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of January, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

By: George W. Thompson, Senior Vice President

State of Connecticut
City of Hartford ss.

On this the 20th day of January, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

Marie C. Tetreault, Notary Public

58440-6-11Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Item No. A.10

MV00174849

EXHIBIT "C"

DOCUMENTATION TO BE PROVIDED TO CITY BY DEVELOPER FOR DETERMINATION OF CONSTRUCTION COSTS

To assist City in determining the Construction Costs for a completed TUMF Improvement, Developer shall provide the following documents to City:

1. Plans, specifications and Developer's civil engineer's cost estimate;
2. List of bidders from whom bids were requested;
3. Construction schedules and progress reports;
4. Contracts, insurance certificates and change orders with each contractor or vendor;
5. Invoices received from all vendors;
6. Canceled checks for payments made to contractors and vendors (copy both front and back of canceled checks);
7. Spreadsheet showing total costs incurred in and related to the construction of each TUMF Improvement and the check number for each item of cost and invoice;
8. Final lien releases from each contractor and vendor; and
9. Such further documentation as may be reasonably required by City to evidence the completion of construction and the payment of each item of cost and invoice.

EXHIBIT "D"
REIMBURSEMENT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

NUMBER T12-001

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into this _____ day of _____, 20___, by and between the City of Moreno Valley, a California municipal corporation ("City"), and US Real Estate Limited Partnership a Texas limited partnership, by its general partner USAA Real Estate Company, a Delaware corporation, with its principal place of business at 9830 Colonnade Boulevard, Suite 600, San Antonio, Texas 78230 ("Developer"). City and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, City and Developer are parties to an agreement dated _____, 20___, entitled "Improvement and Credit Agreement - Transportation Uniform Mitigation Fee Program" (hereinafter "Credit Agreement");

WHEREAS, Sections 14.1 through 14.4 of the Credit Agreement provide that Developer is obligated to pay City the TUMF Obligation, as defined therein, but shall receive credit to offset the TUMF Obligation if Developer constructs and City accepts the TUMF Improvements in accordance with the Credit Agreement;

WHEREAS, Section 14.5 of the Credit Agreement provides that if the dollar amount of the credit to which Developer is entitled under the Credit Agreement exceeds the dollar amount of the TUMF Obligation, Developer may apply to City and WRCOG for a reimbursement agreement for the amount by which the credit exceeds the TUMF Obligation;

WHEREAS, Section 14.5 additionally provides that a reimbursement agreement executed pursuant to the Credit Agreement (i) shall be executed on the form attached to the Credit Agreement, (ii) shall contain the terms and conditions set forth therein, (iii) shall be subject to all terms and conditions of the Credit Agreement, and (iv) shall be attached upon execution to the Credit Agreement and incorporated therein as a material part of the Credit Agreement as though fully set forth therein; and

WHEREAS, City and WRCOG have consented to execute a reimbursement agreement with Developer pursuant to the Credit Agreement, City Resolution No. 2010-01 in accordance with City Ordinance No. 807 and City Ordinance No. 835 and City Municipal Code Section 3.44, and the TUMF Administrative Plan adopted by WRCOG.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Effectiveness. This Agreement shall not be effective unless and until the Credit Agreement is effective and in full force in accordance with its terms.

3.0 Definitions. Terms not otherwise expressly defined in this Agreement, shall have the meaning and intent set forth in the Credit Agreement.

4.0 Amount of Reimbursement. Subject to the terms, conditions, and limitations set forth in this Agreement, the Parties hereby agree that Developer is entitled to receive the dollar amount by which the Actual Credit exceeds the dollar amount of the TUMF Obligation as determined pursuant to the Credit Agreement, City Resolution No. 2010-01 in accordance with City Ordinance No. 807 and City Ordinance No. 835 and City Municipal Code Section 3.44, and the TUMF Administrative Plan adopted by WRCOG ("Reimbursement"). The Reimbursement shall be subject to verification by WRCOG. City and Developer shall provide any and all documentation reasonably necessary for WRCOG to verify the amount of the Reimbursement. The Reimbursement shall be in an amount not exceeding _____ ($_____) ("Reimbursement Amount"). WRCOG shall pay the Reimbursement Amount to City and the City shall be responsible for transmitting the Reimbursement Agreement to the Developer. In no event shall the dollar amount of the Reimbursement exceed the difference between the dollar amount of all credit applied to offset the TUMF Obligation pursuant to Section 14.4, 14.5, and 14.6 of the Credit Agreement, and one hundred (100%) of the approved unit awarded, as such assumptions are indentified and determined in the Nexus Study and the TUMF Administrative Plan adopted by WRCOG.

5.0 Payment of Reimbursement; Funding Contingency. The payment of the Reimbursement Agreement shall be subject to the following conditions:

5.1 Developer shall have no right to receive payment of the Reimbursement unless and until (i) the TUMF Improvements are completed and accepted by City in accordance with the Credit Agreement, (ii) the TUMF Improvements are scheduled for funding pursuant to the five-year Transportation Improvement Program adopted annually by WRCOG, (iii) WRCOG has funds available and appropriated for payment of the Reimbursement amount.

5.2 Developer shall not be entitled to any interest or other cost adjustment for any delay between the time when the dollar amount of the Reimbursement is determined and the time when payment of the Reimbursement is made to Developer by WRCOG through City.

6.0 Affirmation of Credit Agreement. City and Developer represent and warrant to each other that there have been no written or oral modifications or amendments of the Credit

Agreement, except by this Agreement. City and Developer ratify and reaffirm each and every one of their respective rights and obligations arising under the Credit Agreement. City and Developer represent and warrant that the Credit Agreement is currently an effective, valid, and binding obligation.

7.0 Incorporation Into Credit Agreement. Upon execution of this Agreement, an executed original of this Agreement shall be attached as Exhibit "D" to the Credit Agreement and shall be incorporated therein as a material part of the Credit Agreement as though fully set forth therein.

8.0 Terms of Credit Agreement Controlling. Each Party hereby affirms that all provisions of the Credit Agreement are in full force and effect and shall govern the actions of the Parties under this Agreement as though fully set forth herein and made specifically applicable hereto, including without limitation, the following sections of the Credit Agreement: Sections 10.0 through 10.3, Section 12.0, Sections 13.0 through 13.7, Sections 14.0 through 14.7, and Sections 15.0 through 15.17.

[SIGNATURES OF PARTIES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DEVELOPER:
US Real Estate Limited Partnership,
a Texas limited partnership

By: USAA Real Estate Company,
a Delaware corporation
Its: General Partner

By: _____
David J. Buck
Managing Director

ATTEST:
By: _____

Its: _____

City of Moreno Valley

By: _____

Its: _____

ATTEST:
By: _____

Its: _____

APPROVED AS TO FORM:
CITY ATTORNEY

Date:_____

By:_____
City Attorney

EXHIBIT "E"

TUMF CREDIT / REIMBURSEMENT ELIGIBILITY PROCESS

1. Prior to the construction of any TUMF Improvement, Developer shall follow the steps listed below:
    a. Prepare a separate bid package for the TUMF Improvements.
    b. The plans, cost estimate, specifications and contract document shall require all contractors to pay prevailing wages and to comply with applicable provisions of the Labor Code, Government Code, and Public Contract Code relating to Public Works Projects.
    c. Bids shall be obtained and processed in accordance with the formal public works bidding requirements of the City/County.
    d. The contract(s) for the construction of TUMF Improvements shall be awarded to the lowest responsible bidder(s) for the construction of such facilities in accordance with the City's/County's requirements and guidelines.
    e. Contractor(s) shall be required to provide proof of insurance coverage throughout the duration of the construction.
2. Prior to the determination and application of any Credit pursuant to a TUMF Improvement and Credit Agreement executed between City/County and Developer ("Agreement"), Developer shall provide the City/County and WRCOG with the following:
    a. Copies of all information listed under Item 1 above.
    b. Surety Bond, Letter of Credit, or other form of security permitted under the Agreement and acceptable to the City/County and WRCOG, guaranteeing the construction of all applicable TUMF Improvements.
3. Prior to the City's/County's acceptance of any completed TUMF Improvement, and in order to initiate the construction cost verification process, the Developer shall comply with the requirements as set forth in Sections 7, 14.3 and 14.4 of the Agreement, and the following conditions shall also be satisfied:
    a. Developer shall have completed the construction of all TUMF Improvements in accordance with the approved Plans and Specifications.
    b. Developer shall have satisfied the City's/County's inspection punch list.
    c. After final inspection and approval of the completed TUMF Improvements, the City/County shall have provided the Developer a final inspection release letter.
    d. City/County shall have filed a Notice of Completion with respect to the TUMF Improvements pursuant to Section 3093 of the Civil Code with the County Recorder's Office, and provided a copy of filed Notice of Completion to WRCOG.
    e. Developer shall have provided City/County a copy of the As-Built plans for the TUMF Improvements.
    f. Developer shall have provided City/County copies of all permits or agreements that may have been required by various resource/regulatory agencies for construction, operation and maintenance of any TUMF Improvements.
    g. Developer shall have submitted a documentation package to the City/County to determine the final cost of the TUMF Improvements, which shall include at a minimum, the following documents related to the TUMF Improvements:
        i. Plans, specifications, and Developer's Civil Engineer's cost estimates; or Engineer's Report showing the cost estimates.
        ii. Contracts/agreements, insurance certificates and change orders with each vendor or contractor.
        iii. Invoices from all vendors and service providers.
        iv. Copies of cancelled checks, front and back, for payments made to contractors, vendors and service providers.
        v. Final lien releases from each contractor and vendor (unconditional waiver and release).

vi. Certified contract workers payroll for City/County verification of compliance with prevailing wages.
vii. A total cost summary, in spreadsheet format (MS Excel is preferred) and on disk, showing a breakdown of the total costs incurred. The summary should include for each item claimed the check number, cost, invoice numbers, and name of payee. See attached sample for details.

EXHIBIT "F"

RECONCILIATION EXAMPLES

All examples are based on a single family residential development project of 200 dwelling units:
200 SF dwelling units @ $6,650 / dwelling unit = $1,330,000 in fees (TUMF Obligation)

Example A: "TUMF BALANCE"

CREDIT	
TUMF Obligation:	$1,330,000
Estimated Cost: Bid ($1,500,000) or unit Cost Assumption ($1,600,000) whichever is less	$1,500,000
Potential Reimbursement:	($170,000)
RECONCILIATION	
TUMF Obligation:	$1,330,000
Actual Credit:	$1,200,000
TUMF Balance (Payment to TUMF):	**$130,000**

Example B: "REIMBURSEMENT"

CREDIT	
TUMF Obligation:	$1,330,000
Estimated Cost: Bid ($1,500,000) or unit Cost Assumption ($1,600,000) whichever is less	$1,500,000
Potential Reimbursement:	($170,000)
RECONCILIATION	
TUMF Obligation:	$1,330,000
Actual Credit:	$1,500,000
Reimbursement Agreement with Developer (Based on Priority Ranking):	**($170,000)**

Example C: "TUMF OVERPAYMENT"

CREDIT	
TUMF Obligation:	$1,330,000
Estimated Cost: Bid ($1,200,000) or unit Cost Assumption ($1,500,000) whichever is less	$1,200,000
Remaining TUMF Obligation:	$130,000
Prorated Fee: $130,000 / 200 du =	$650 / du
RECONCILIATION	
Actual Credit:	$1,300,000
TUMF payments from Developer ($650 per unit x 200 units)	$130,000
Actual Credit plus TUMF Payment	$1,430,000
TUMF Obligation:	$1,330,000
Actual Credit plus TUMF Payment	$1,430,000
TUMF Overpayment (Refund to Developer):	**($100,000)**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DEVELOPER:
US Real Estate Limited Partnership,
a Texas limited partnership

By: USAA Real Estate Company,
a Delaware corporation
Its: General Partner

By: _____
David J. Buck
Managing Director

ATTEST:
By: Steven A. Waters
Its: Secretary

City of Moreno Valley

By: _____

Its: _____

ATTEST:
By: _____

Its: _____

APPROVED AS TO FORM:
CITY ATTORNEY

Date: _____

By: _____
City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer and Barry Foster, Community & Economic Development Director

AGENDA DATE: August 28, 2012

TITLE: PM 35150 – INDUSTRIAL – ACCEPT THE SUBSTITUTION AGREEMENT AND SECURITY FOR PUBLIC IMPROVEMENTS

NORTHWEST CORNER OF INDIAN STREET AND NANDINA AVENUE

DEVELOPER: FR/CAL MORENO VALLEY, LLC
114 PACIFICA, SUITE 220
IRVINE, CA 92618

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Accept the substitution of Agreement for Public Improvements and Security for PM 35150.

2. Authorize the Mayor to execute the Agreement contingent upon the cash security being placed into the escrow account.

3. Direct the City Clerk to forward the signed agreement to the County Recorder's Office for recordation.

4. Authorize the City Engineer to exonerate the Faithful Performance Bond and Material and Labor Bond previously submitted by FR/CAL Moreno Valley, LLC, upon acceptance of the substitution agreement and bonds.

5. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

BACKGROUND

On July 12, 2007, the Planning Commission of the City of Moreno Valley approved the Conditions of Approval and Mitigation Monitoring Program for Tentative Parcel Map 35150. This industrial project is located on approximately 53.27 acres of land located at the southwest corner of Indian Street and San Michele Road.

On July 8, 2008, The City Council of the City of Moreno Valley approved Final Map 35150 and accepted the Public Improvement Agreement and security. The developer was required to construct all public street improvements that included, but are not limited to, asphalt pavement, curb, gutter, sidewalk, driveway approaches, street lights, landscaping, storm drain, sewer and water. The Agreement for Public Improvements required the developer to provide security for the appropriate improvements. Tract 35150 provided a Faithful Performance Bond in the amount of $7,721,000 and a Material and Labor Bond in the amount of $3,860,500 issued by Travelers Casualty and Surety Company of America.

DISCUSSION

Staff is requesting the City Engineer be authorized to exonerate the Faithful Performance Bond and Material and Labor Bond previously submitted by the developer upon acceptance of the substitution agreement and cash security.

The Developer has submitted the substitute Agreement for Public Improvements and cash security for City Council approval. The developer has agreed to perform and complete all of the required street improvements within twenty-four (24) months of the date the agreement is executed. If the required street improvements are not completed within said timeframe, the City Engineer is authorized to execute any future amendments to the agreement, subject to City Attorney approval.

Accompanying the agreement is a Faithful Performance cash security in the amount of $7,721,000 and a Material and Labor cash security in the amount of 3,860,500. The cash security shall be placed in an escrow account with First American Title Insurance Company and will allow for disbursement of funds in accordance with the details in the Agreement for Public Improvements. Given the present economy, the cash security and the use of an escrow account seem appropriate and are consistent with the conditions of approval for the project.

FISCAL IMPACT

No fiscal impact is anticipated.

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit “A” - Vicinity Map
Exhibit “B” - Agreement for Public Improvements
Exhibit “C” - Faithful Performance Security
Exhibit “D” - Material and Labor Security

Prepared By
Liz Plazola
Sr. Administrative Assistant

Department Head Approval
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito
Engineering Division Manager

Concurred By
Barry Foster
Community and Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00174862

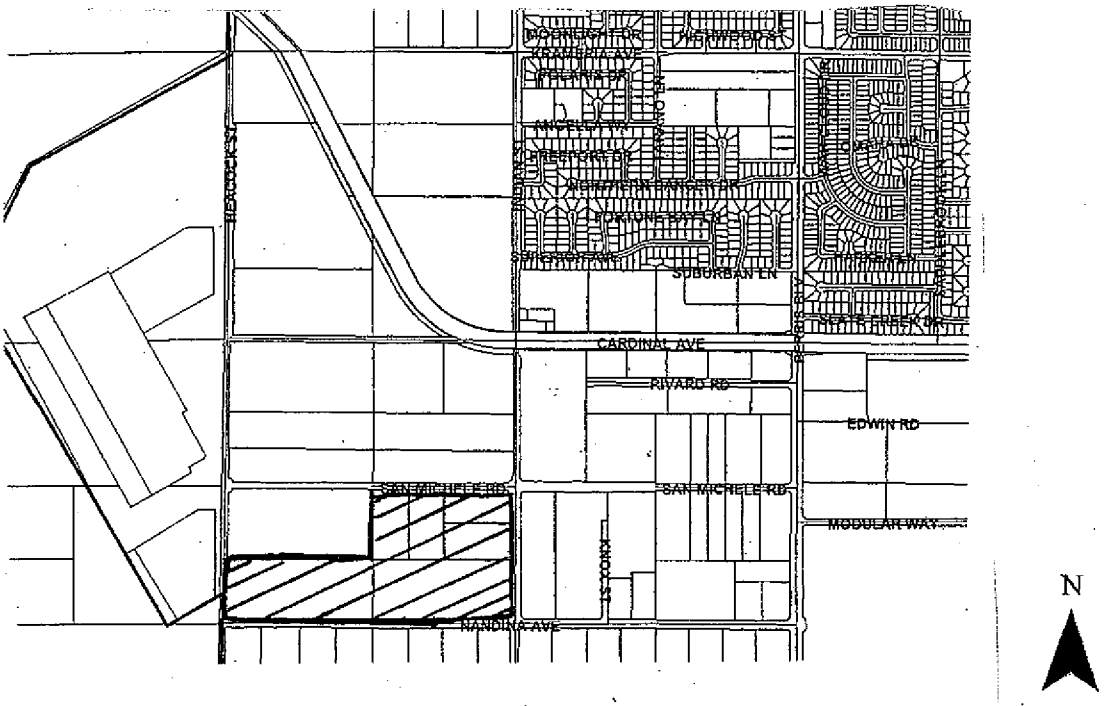

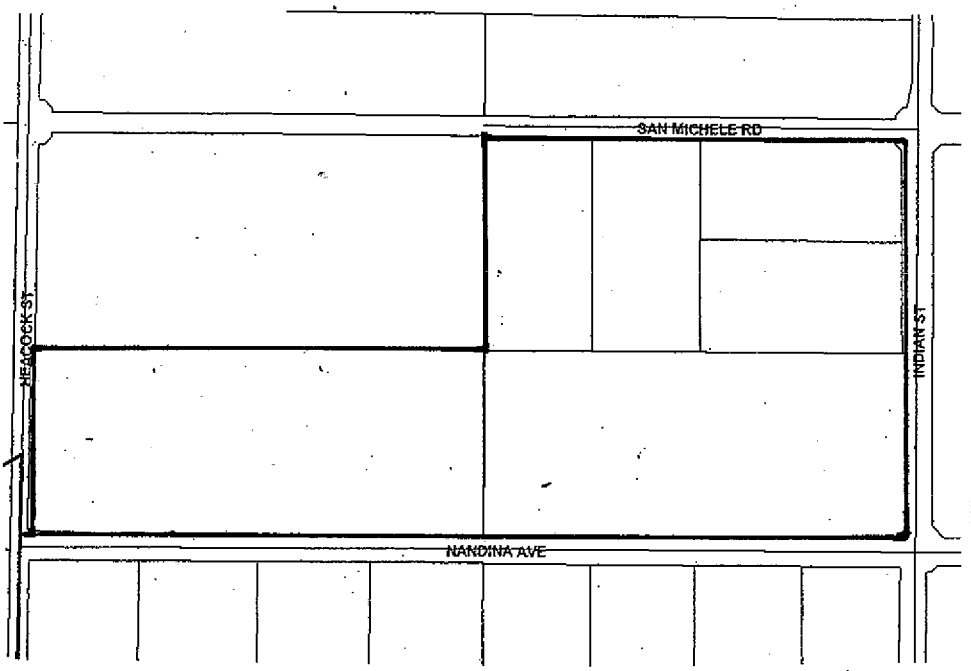

CITY OF MORENO VALLEY PUBLIC WORKS - LAND DEVELOPMENT	PARCEL MAP 35150 VICINITY MAP

W:\LAND\FORMS\VICINITY MAP.doc (01/04)

EXHIBIT "A"

Item No. A.11

MV00174863

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MV00174864

RECORDING REQUESTED BY:
City of Moreno Valley

WHEN RECORDED, RETURN TO:

CITY OF MORENO VALLEY
City Clerk
P. O. Box 88005
Moreno Valley, CA 92552-0805

No recording fee per Government Code, Section 6103 *This space for Recorder's use only.*

AGREEMENT FOR PUBLIC IMPROVEMENTS
PROJECT NO. PM 35150

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and **FR/CAL Moreno Valley, LLC,** herein after called Developer, on the date the City signs this agreement.

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **PM 35150** agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **TWENTY-FOUR (24)** months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code.

Security to guarantee the performance of this agreement shall be in the following amounts:

Faithful Performance security shall be in the sum of **SEVEN MILLION SEVEN HUNDRED TWENTY ONE THOUSAND AND NO/100** Dollars (*****$7,721,000.00*****). The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto.

Labor and Material security shall be in the sum of **THREE MILLION EIGHT HUNDRED SIXTY THOUSAND FIVE HUNDRED AND NO/100** Dollars (*****$3,860,500.00*****). The estimated cost securing payment of labor and materials is fifty (50) percent of the total cost estimate of the improvements.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Developer further agrees that, if suit is brought upon this Agreement or any security guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, his agents or employees, in the performance of the work, and all of said liabilities are assumed by Developer. Developer agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Developer, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the perf

FOURTH: The Developer hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the Improvements. This permission shall terminate in the event that the Developer has completed the work within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the Improvements, and to protect the traveling public from such defective or dangerous conditions. The Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. The Developer's obligation under this provision shall be secured by the security in escrow securing performance of this Agreement.

SIXTH: The Developer, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: Developer agrees prior to the date this Agreement is executed, to deposit into two separate escrow accounts United States currency for 1) the estimated cost of the work and improvements, totaling $7,721,000, for the faithful performance of the terms and conditions of this Agreement (First American Title Insurance Company Escrow Number: *NCS-548497-LA2-MN*), and 2) the estimated cost of labor and materials, in the amount of $3,860,500, for the payment of labor and materials (First American Title Insurance Company Escrow Number: *NCS-548498-LA2-MN*) as prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. The escrow accounts shall be established at First American Title Insurance Company, 777 S. Figueroa St., Suite 400, Los Angeles, CA 90017, Attn: Maurice Neri Senior Escrow Officer. Developer agrees to maintain said escrow account(s) with good and sufficient funds or increase the amounts of said escrow account(s), or both, within ten (10) days after being notified by the City Engineer that the amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required Improvements are completed within ninety (90) days of the date on which the City Engineer notified the Developer of the insufficiency of said escrow account(s). Developer reserves the right to substitute the form of security, in accordance with the Moreno Valley Municipal Code, at any time during the term of this agreement, subject to approval of the City Engineer and City Attorney. As determined by the City Engineer, the project may receive incremental reductions to the security ensuring the construction of the associated public improvements as measured by the dollar value of said improvements as set forth in the Engineer's Preliminary Estimate of Cost and associated unit costs (Exhibit A) and upon written request by the Developer for a partial reduction of the security, the escrow officer shall be instructed by the City Engineer in writing to release an amount in the escrow account to Developer provided that all such work has been reviewed, verified, inspected and approved by the City Engineer, Land Development engineering staff and applicable City inspectors. The remaining percentage of the escrow account securing the estimated cost of labor and materials shall be released to the Developer no sooner than 90 days after acceptance of the improvements by the City. After one hundred percent (100%) completion of the public improvements and formal acceptance of the improvements by the City Council, ten percent of the original escrow deposit for the faithful performance shall be retained in the escrow account until expiration of the twelve (12) month warranty period pursuant to Government Code Section 66499 to secure required warranty work.

EIGHTH: If the Developer, or his agents or employees, neglects, refuses, or fails to prosecute any of the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. Whereupon, the City Engineer shall unilaterally have the ability to withdraw from escrow all funds necessary to correct the violation(s). The escrow officer shall be instructed in writing by the City Engineer to release the necessary funds without any consent from the Developer. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Developer because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

NINTH: It is further agreed by and between the parties hereto, including the escrow company securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time **may** be granted by the City from time to time, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the security or securities. Developer further agrees to maintain the aforesaid securities in full force and effect during the terms of this Agreement, including any extensions of time as may

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City:
City Engineer
P.O. Box 88005
14177 Frederick
Moreno Valley, CA 92552-0805

Developer:
FR/CAL Moreno Valley, LLC
~~114 Pacifica, Suite 220~~
~~Irvine, CA 92618~~
c/o IOS REAL ESTATE GROUP
515 So. FIGUEROA St. Ste 1600
LOS ANGELES, CA 90071

Escrow:
First American Title Insurance Company
777 S. Figueroa St. Suite 400
Los Angeles, CA 90017

IN WITNESS WHEREOF Contractor has affixed his name, address and seal.

Date approved by the City: _____

FR/CAL Moreno Valley, LLC:
Developer

BY: _____
Signature

william G. Williams III
Print/Type Name

Investment Director-Asset Management
Title

BY: _____
Signature

Mark Billeci
Print/Type Name

Managing Director - Portfolio Management
Title

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

By: _____
City Clerk

(SEAL)

CITY OF MORENO VALLEY

By: _____
Mayor

APPROVED AS TO FORM:
CITY ATTORNEY

Date: _____

By: _____
City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT OTHERWISE.

SIGNATURES OF CONTRACTOR MUST BE EXECUTED IN QUADRUPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; PINK - CONTRACTOR; GREEN - PUBLIC WORKS/LAND DEVELOPMENT; BLUE - PROJECT FILE

W:\LandDev\Lee Ann\Agreement Bond Packets\PM 35150 - Agreement.doc

[2nd AMENDMENT]
AGREEMENT FOR PUBLIC IMPROVEMENTS
FOR PM35150

Continuation of "White" Signature Page:

FR/CAL MORENO VALLEY, LLC
a Delaware limited liability company

By: **FirstCal Industrial, LLC**
A Delaware limited liability company
Its: Sole Member

By: **California State Teachers Retirement System**
a public entity, its manager

By: **Principal Real Estate Investors, LLC**
a Delaware limited liability company
Its: Authorized Agent

By: _____
William G. Williams III
Investment Director – Asset Management

FR/CAL MORENO VALLEY, LLC
a Delaware limited liability company

By: **FirstCal Industrial, LLC**
A Delaware limited liability company
Its: Sole Member

By: **California State Teachers Retirement System**
a public entity, its manager

By: **Principal Real Estate Investors, LLC**
a Delaware limited liability company
Its: Authorized Agent

By: _____
Mark Billeci
Managing Director – Portfolio Management

STATE OF WASHINGTON)

COUNTY OF KING)

I certify that I know or have satisfactory evidence that on this 25th day of July 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared William G. Williams III, known to me to be the Investment Director-Asset Management of Principal Real Estate Investors, LLC, a Delaware limited liability company, which limited liability company is the Advisor to the California State Teachers' Retirement System, a public entity formed pursuant to the laws of the State of California, which public entity is the manager of FirstCal Industrial, LLC, a Delaware limited liability company, which limited liability company is the sole member of FR/CAL MORENO VALLEY, LLC, a Delaware limited liability company, the limited liability company that executed the within and foregoing instrument, and acknowledged that he was authorized to sign the same on behalf of such limited liability company as the free and voluntary act and deed of said limited liability company for the purpose therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

Signature

Kathleen Kapis

Print Name

NOTARY PUBLIC in and for the State of Washington, residing at Everett, WA 98208

My commission expires 5/16/16

KATHLEEN KAPIS
COMMISSION EXPIRES
NOTARY PUBLIC
05-16-16
STATE OF WASHINGTON

Item No. A.11

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Placer

On July 24, 2012 (Date) before me, Sandra D. Walters Notary Public (Here Insert Name and Title of the Officer)

personally appeared Mark Billeci (Name(s) of Signer(s))

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

SANDRA D. WALTERS
Commission # 1822301
Notary Public - California
Placer County
My Comm. Expires Nov 11, 2012

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

WITNESS my hand and official seal.

Signature Sandra D Walters (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: 2nd Amendment - Agreement for Public Improvements for PM35150

Document Date: N/A Number of Pages: 12 (w/exhibits)

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Mark Billeci
☐ Individual
☒ Corporate Officer — Title(s): Managing Director Portfolio Management
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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FINAL
5-5-08

EXHIBIT "A"
ENGINEER'S ESTIMATE

DATE: 04/15/08
PREPARED BY: Mike Schuman

PROJECT: PM35150

OFFSITE PAVEMENT SECTIONS

TYPE			QUANTITY	UNIT	UNIT PRICE	TOTAL
Street Work - Non DIF Non TUMF						
			12288	C.Y.	20.00	245,760
A.B. Class II - Street 1	1	Thickness (ft.)				
	331770	S.F.	24053	Ton	55.00	1,322,933
A.C. - Street 1	0.5	Thickness (ft.)				
	331770	S.F.	12027	Ton	90.00	1,082,400
			0	C.Y.	20.00	0
A.B. Class II - Street 2	0.3	Thickness (ft.)				
	29489	S.F.	641	Ton	55.00	35,276
A.C. - Street 2	0.7	Thickness (ft.)				
	29489	S.F.	1497	Ton	90.00	134,691
			0	C.Y.	20.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	55.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	90.00	0
			0	C.Y.	20.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	55.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	90.00	0
Street Work - DIF						
			0	C.Y.	20.00	0
A.B. Class II - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	55.00	0
A.C. - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	90.00	0
			0	C.Y.	20.00	0
A.B. Class II - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	55.00	0
A.C. - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	90.00	0
			0	C.Y.	20.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	55.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	90.00	0
			0	C.Y.	20.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	55.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	90.00	0
Street Work - TUMF						
			0	C.Y.	20.00	0
A.B. Class II - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	55.00	0
A.C. - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	90.00	0
			0	C.Y.	20.00	0
A.B. Class II - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	55.00	0
A.C. - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	90.00	0
			0	C.Y.	20.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	55.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	90.00	0
			0	C.Y.	20.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	55.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	90.00	0
					SUBTOTAL:	2,821,060

Item No. A.11

EXHIBIT "A"
ENGINEER'S ESTIMATE

DATE: 04/15/08
PREPARED BY: Mike Schuman

PROJECT: PM35150

OFFSITE STREET WORK

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Offsite Street Work				
Pavement				
Grind & Pave 0.15'	0	S.F.	3.25	0
A.C. Cap	0	Ton	90.00	0
A.C. Overlay	954	Ton	90.00	85,860
Slurry Seal (Based on $150/Ton Type II)	51934	S.Y.	2.25	116,852
Sawcut & Join Exist. AC Pavement	11611	L.F.	1.50	17,417
Sawcut & Join Exist. Conc Pavement	1611	L.F.	1.50	2,417
Utility Trench	0	L.F.	17.00	0
Backfill Trench with Slurry Concrete	44	C.Y.	100.00	4,400
Trench Repaving	0	S.F.	12.00	0
Redwood Header	5376	L.F.	6.00	32,256
A.C. Berm - 6"	0	L.F.	10.00	0
A.C. Berm - 8"	0	L.F.	15.00	0
Adjust M.H. to Grade	0	EA.	800.00	0
Adjust Water Valve to Grade	0	EA.	400.00	0
	0			0
Concrete				
P.C.C. Paving - 6"	27562	S.F.	14.00	385,868
P.C.C. Paving - 8"	0	S.F.	16.00	0
P.C.C. Removal	27562	S.F.	5.00	137,810
Curb and Gutter - 6"	0	L.F.		0
Curb and Gutter - 8"	4770	L.F.	25.00	119,250
Curb and Gutter - 8" (DIF Street Name)	0	L.F.	25.00	0
Curb and Gutter - 8" (TUMF Street Name)	0	L.F.	25.00	0
Curb Only - 6"	0	L.F.	18.00	0
Curb Only - 8"	0	L.F.	20.00	0
Curb Only - 8" (DIF Street Name)	0	L.F.	20.00	0
Curb Only - 8" (TUMF Street Name)	0	L.F.	20.00	0
Cross Gutter and Spandrel	0	S.F.	15.00	0
Sidewalk	26282	S.F.	7.00	183,834
Sidewalk (DIF Street Name)	0	S.F.	7.00	0
Sidewalk (TUMF Street Name)	0	S.F.	7.00	0
Driveway Approach - 6"	0	S.F.	14.00	0
Driveway Approach - 8"	15223	S.F.	16.00	243,568
Wheelchair Ramp	7	EA.	1,200.00	8,400
Alley Approach - 8"	0	S.F.	16.00	0
1/2 Alley Apron	0	S.F.	16.00	0
Barricade	0	L.F.	100.00	0
Remove Curb & Gutter / Sidewalk	3846	S.F.	2.00	7,692
AC Removal	202050	SY	1.00	202,050
			SUBTOTAL:	1,547,673

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: PM35150

DATE: 04/15/08
PREPARED BY: Mike Schuman

OFFSITE STREET WORK (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Enterprise Services Administration				
Landscaping	0	S.F.	6.00	0
Street Lights (9500 lumen)	0	EA.	4,000.00	0
Street Lights (22000 lumen)	30	EA.	5,000.00	150,000
Electrical Utility Infrastructure	1	L.S.	563,229.00	563,229
Electrical Utility Line Extension	0	L.F.	135.00	0
Water Quality Basins	0	S.F.	6.00	0
	0			0
			ESA SUBTOTAL:	713,229
Transportation Engineering				
Traffic Signal (Interconnect, Controller, Software, Initial Coordinati	1	LS.	307,400.00	307,400
Traffic Signal Interconnect (Existing Signals Only)	1	LS.	140,000.00	140,000
Traffic Striping/raised pavement markers	0	L.S.	--	0
Traffic Striping (DIF Street Name)	0	L.S.	--	0
Street Name Sign	0	EA.	500.00	0
Stop Sign	0	EA.	200.00	0
Signs and Posts	0	EA.	200.00	0
Signs and Posts (DIF Street Name)	0	EA.	200.00	0
Street Sweeping Sign	0	EA.	200.00	0
Warning Markers - Type L, Type N	4	EA.	100.00	400
Traffic Control	0	L.S.	--	0
Traffic Control (DIF Street Name)	0	L.S.	--	0
Relocate Guard Rail	69	L.F.	35	2,415
	0		--	0
			SUBTOTAL:	450,215
Miscellaneous				
Relocate Power Poles	0	EA.	30,000.00	0
Relocate Power Poles (DIF Street Name)	16	EA.	30,000.00	480,000
Cluster Mail Boxes	0	EA.	4,500.00	0
Erosion Control	0	AC	FILL IN	0
Bus Bay	0	EA.	20,000.00	0
Monuments	0	EA.	100.00	0
Walls - Masonry: 6' Maximum	0	L.F.	100.00	0
Walls - Retaining: 6' Maximum	0	L.F.	150.00	0
Relocate Trees	0	EA.	2,500.00	0
			SUBTOTAL:	480,000

Item No. A.11

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: PM35150

DATE: 04/15/08
PREPARED BY: Mike Schuman

OFFSITE STORM DRAIN SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipe				
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	755	L.F.	160.00	120,800
24" Reinforced Concrete Pipe (DIF Street Name)	0	L.F.	160.00	0
30" Reinforced Concrete Pipe	668	L.F.	180.00	120,240
36" Reinforced Concrete Pipe	0	L.F.	190.00	0
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
60" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
	0		---	0
Manholes				
Manhole No. 1	4	EA.	5000.00	20,000
Manhole No. 2	0	EA.	5500.00	0
Manhole No. 3	0	EA.	6500.00	0
Manhole No. 4	1	EA.	7000.00	7,000
	0		---	0
Catch Basins				
Catch Basin (3.5')	2	EA.	3100.00	6,200
Catch Basin (7')	5	EA.	5500.00	27,500
Catch Basin (14')	0	EA.	8000.00	0
Catch Basin (21')	0	EA.	12500.00	0
Local Depressions	7	EA.	535.00	3,745
Catch Basin (3.5') (DIF Street Name)	0	EA.	3100.00	0
Catch Basin (7') (DIF Street Name)	0	EA.	5500.00	0
Catch Basin (14') (DIF Street Name)	0	EA.	8000.00	0
Catch Basin (21') (DIF Street Name)	0	EA.	12500.00	0
Local Depressions (DIF Street Name)	0	S.F	535.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	0	EA.	2100.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Removal/Relocation- Catch Basin	1	EA.	5000.00	5,000
Grated Catch Basin	0	EA.	6000.00	0
	0		---	0

M. B.

MV00174874

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: PM35150

DATE: 04/15/08
PREPARED BY: Mike Schuman

OFFSITE STORM DRAIN SYSTEM (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Structures				
Transition Structure	0	EA.	5500.00	0
Junction Structure	7	EA.	6000.00	42,000
Type IX Inlet Structure	3	EA.	2500.00	7,500
Inlet Structure (drop)	0	EA.	5000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48")	2	EA.	3000.00	6,000
Headwall	0	EA.	5500.00	0
Drains				
Terrace Drain	0	S.F	10.00	0
Down Drain	0	S.F	10.00	0
Parkway Drain	0	EA.	3500.00	0
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	0	EA.	250.00	0
"V" Gutter	0	S.F.	10.00	0
	0		---	0
Miscellaneous				
Rip Rap	0	TON	60.00	0
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
	0		---	0
			SUBTOTAL:	365,985

Item No. A.11

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: PM35150

DATE: 04/15/08
PREPARED BY: Mike Schuman

OFFSITE WATER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Water System				
4" PVC C-900	0		30.00	0
6" PVC C-900	0		40.00	0
8" PVC C-900	0		50.00	0
10" PVC C-900	0		55.00	0
12" PVC C-900	0		60.00	0
16" PVC C-900	0		90.00	0
18" PVC C-900	0		135.00	0
20" PVC C-900	0		180.00	0
	0	L.F.	---	0
Valves - Water System				
4" Gate Valve	0	EA.	600.00	0
6" Gate Valve	0	EA.	800.00	0
8" Gate Valve	0	EA.	1,000.00	0
10" Gate Valve	0	EA.	1,200.00	0
12" Gate Valve	0	EA.	2,000.00	0
16" Gate Valve	0	EA.	5,000.00	0
4" Butterfly Valve	0	EA.	330.00	0
6" Butterfly Valve	0	EA.	520.00	0
8" Butterfly Valve	0	EA.	800.00	0
10" Butterfly Valve	0	EA.	1,000.00	0
12" Butterfly Valve	0	EA.	1,800.00	0
16" Butterfly Valve	0	EA.	2,700.00	0
18" Butterfly Valve	0	EA.	2,800.00	0
20" Butterfly Valve	0	EA.	4,200.00	0
24" Butterfly Valve	0	EA.	5,200.00	0
1" Air Vac Release	0	EA.	2,000.00	0
2" Air Vac Release	0	EA.	3,000.00	0
4" Blow Off	0	EA.	2,000.00	0
6" Blow Off	0	EA.	2,500.00	0
	0		---	0
Fire Hydrants - Water System				
6" Standard Fire Hydrants	14	EA.	2,800.00	39,200
6" Super Fire Hydrants	4	EA.	3,000.00	12,000
	0		---	0
Services Connections				
1" Service	0	EA.	500.00	0
1 1/2" Service	0	EA.	1,100.00	0
2" Service	0	EA.	1,600.00	0
	0		---	0
Fittings - Water System				
Misc. Fittings 4"	0		120.00	0
Misc. Fittings 6"	0		160.00	0
Misc. Fittings 8"	0		200.00	0
Misc. Fittings 10"	0		240.00	0
Misc. Fittings 12"	0		750.00	0
	0		---	0
Water Meters - Water System				
5/8" Meter	0		200.00	0
1" Meter	0		270.00	0
1 1/2" Meter	0		360.00	0
2" Meter	0		455.00	0
	0		---	0
Hot Tap Connections - Water System				
8" Hot Tap	0	EA.	2,800.00	0
Water Service	0	EA.	330.00	0
	0		---	0
Miscellaneous - Water System				
Thrust Block	0	CY	150.00	0
Jack & Bore	0	L.F.	300.00	0
Joint at Existing 8"	0	EA.	650.00	0
Adjust Water Valve to Grade	0	EA.	400.00	0
	0		---	0
			SUBTOTAL:	51,200

Item No. A.11

MV00174876

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: PM35150

DATE: 04/15/08
PREPARED BY: Mike Schuman

OFFSITE SEWER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Sewer System				
4" V.C. Pipe	0	L.F.	20.00	0
6" V.C. Pipe	0	L.F.	25.00	0
8" V.C. Pipe	0	L.F.	30.00	0
10" V.C. Pipe	0	L.F.	40.00	0
12" V.C. Pipe	0	L.F.	50.00	0
15" V.C. Pipe	0	L.F.	75.00	0
18" V.C. Pipe	0	L.F.	90.00	0
21" V.C. Pipe	0	L.F.	105.00	0
24" V.C. Pipe	0	L.F.	120.00	0
27" V.C. Pipe	0	L.F.	135.00	0
30" V.C. Pipe	0	L.F.	150.00	0
33" V.C. Pipe	0	L.F.	165.00	0
36" V.C. Pipe	0	L.F.	185.00	0
4" SDR - 35	0	L.F.	13.00	0
6" SDR - 35	0	L.F.	19.00	0
8" SDR - 35	0	L.F.	25.00	0
10" SDR - 35	0	L.F.	30.00	0
12" SDR - 35	0	L.F.	50.00	0
15" SDR - 35	0	L.F.	60.00	0
Concrete Encasement	0	L.F.	20.00	0
	0		---	0
Cleans Outs - Sewer System				
Clean-outs	0	EA.	700.00	0
Clean Out Lateral	0	EA.	120.00	0
	0		---	0
Manholes - Sewer System				
Standard Manhole 48"	0	EA.	3,000.00	0
Standard Manhole 48" Extra Depth	0	EA.	3,500.00	0
Standard Manhole 60"	0	EA.	4,500.00	0
Shallow Manhole	0	EA.	3,000.00	0
Adjust Manhole to Grade	5	EA.	800.00	4,000
Tie Into Existing Manhole	0	EA.	1,500.00	0
Rechannel Existing Manhole	0	EA.	1,500.00	0
Join Existing 8" Pipe	0	EA.	600.00	0
Join Existing 12" Pipe	0	EA.	800.00	0
	0		---	0
Miscelleneous - Sewer System				
Wyes	0	EA.	90.00	0
TV Sewer	0	L.F.	1.00	0
Trench Paving	0	S.F.	5.00	0
Pavement Replacement	0	S.F.	3.00	0
Meter 5/8" W/O Service	0	EA.	200.00	0
			SUBTOTAL:	4,000

Item No. A.11

MV00174877

EXHIBIT "A"
ENGINEER'S ESTIMATE

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
BOND COMPUTATION SHEET

PROJECT: PM35150

DATE: 04/15/08
PREPARED BY: Mike Schuman

IMPROVEMENT TYPE:

PAVEMENT SECTION WORK	:	$2,821,060
STREET WORK	:	$2,027,673
STORM DRAIN SYSTEM	:	$365,985
WATER SYSTEM	:	$51,200
SEWER SYSTEM	:	$4,000
ENTERPRISE SERVICES ADMIN	:	$713,229
TRANSPORTATION ENGNRNG	:	$450,215
TOTAL COST (VALUE) OF IMPROVEMENTS:		$6,433,361
+20% CONTINGENCY:		$1,286,672
GRAND TOTAL:		$7,720,033

BOND AMOUNT: $7,721,000

First American Title Insurance Company
National Commercial Services
777 South Figueroa Street, Suite 400, Los Angeles, CA 90017
Ph. 213-271-1700

Maurice Neri
Senior Escrow Officer
Mneri@firstam.com

Date: June 25, 2012

ESCROW NO:NCS-548497-LA2-MN (Holding $7,721,000.00)

First American Title Insurance Company is hereby handed by the undersigned parties, that certain copy of document entitled Agreement for Public Improvements Project No. PM 35150 dated July 8, 2008, as amended by a First and Second Amendment as it relates to "Faithful Performance" by Developer executed by and between City of Moreno Valley, ("City") and FR/CAL Moreno Valley, LLC, ("Developer").

First American Title Insurance Company is hereby requested to accept the "Agreement for Public Improvements Project No. PM 35150" as it relates to the "Faithful Performance" aspect as its escrow instructions and to act as escrow agent for the parties in accordance with the terms and conditions contained in said document.

Each of the parties to escrow specifically acknowledges that the consummation of this escrow is contingent upon compliance with some or all of the executory terms and provisions of this "Agreement", and that the parties to this "Agreement" are and shall be the sole persons entitled to and authorized to determine whether all of said executory terms and provisions due to be performed prior to the close of escrow have been met or complied with prior to such close. Accordingly, the parties hereby agree that prior to the scheduled close of escrow they shall each deposit with Escrow Holder a **written** instruction or acknowledgement specifying that all the executory terms and provisions of this "Agreement", insofar as the same pertain to each said party respectively and any obligation of escrow holder relative thereto, have been fully met or complied with, or are waived.

Further, each said party shall specifically release Escrow Holder from all liability, if any, which it may have in connection with this escrow because of any party's failure to meet or comply with any such executory term or provision of this "Agreement", prior to close of escrow. Deposit of written instruction or acknowledgement with Escrow Holder shall constitute each said party's specific authorization to close this escrow.

City of Moreno Valley

By:_____

FR/CAL Moreno Valley, LLC

By:_____

Exhibit "C"

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MV00174880

First American Title Insurance Company
National Commercial Services
777 South Figueroa Street, Suite 400, Los Angeles, CA 90017
Ph. 213-271-1700

Maurice Neri
Senior Escrow Officer
Mneri@firstam.com

Date: June 25, 2012

ESCROW NO: NCS-548498-LA2-MN (Holding $3,860,500.00)

First American Title Insurance Company is hereby handed by the undersigned parties, that certain copy of document entitled Agreement for Public Improvements Project No. PM 35150 dated July 8, 2008, as amended by a First and Second Amendment as it relates to "Labor & Materials" to be furnished by Developer executed by and between City of Moreno Valley, ("City") and FR/CAL Moreno Valley, LLC, ("Developer").

First American Title Insurance Company is hereby requested to accept the "Agreement for Public Improvements Project No. PM 35150" as it relates to the "Security for Labor and Materials" aspect as its escrow instructions and to act as escrow agent for the parties in accordance with the terms and conditions contained in said document.

Each of the parties to escrow specifically acknowledges that the consummation of this escrow is contingent upon compliance with some or all of the executory terms and provisions of this "Agreement", and that the parties to this "Agreement" are and shall be the sole persons entitled to and authorized to determine whether all of said executory terms and provisions due to be performed prior to the close of escrow have been met or complied with prior to such close. Accordingly, the parties hereby agree that prior to the scheduled close of escrow they shall each deposit with Escrow Holder a **written** instruction or acknowledgement specifying that all the executory terms and provisions of this "Agreement", insofar as the same pertain to each said party respectively and any obligation of escrow holder relative thereto, have been fully met or complied with, or are waived.

Further, each said party shall specifically release Escrow Holder from all liability, if any, which it may have in connection with this escrow because of any party's failure to meet or comply with any such executory term or provision of this "Agreement", prior to close of escrow. Deposit of written instruction or acknowledgement with Escrow Holder shall constitute each said party's specific authorization to close this escrow.

City of Moreno Valley

By:_____

FR/CAL Moreno Valley, LLC

By:_____

Exhibit "D"

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MV00174882

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and Members of the City Council

FROM: Michelle Dawson, Assistant City Manager

AGENDA DATE: August 28, 2012

TITLE: ADOPTION OF A RESOLUTION OPPOSING SAN DIEGO COUNTY WATER AUTHORITY'S COST-SHIFT

RECOMMENDED ACTION

Staff recommends that the Mayor and City Council adopt Resolution No. 2012-69 opposing San Diego County Water Authority's Cost-Shift.

BACKGROUND

In June 2010 San Diego County Water Authority (SDCWA) filed a lawsuit against Metropolitan Water District of Southern California (MWD) challenging the allocation of costs between the supply and transportation components of MWD's rate structure. According to MWD, SDCWA is seeking to pay less than their fair share of transportation costs for water that they purchase from the Imperial Irrigation District and which is then transferred through MWD's system. SDCWA purchases this water from the Imperial Irrigation District under a 75-year agreement. If successful, SDCWA's lawsuit would shift $3 billion in costs over the life of the agreement from SDCWA ratepayers to the ratepayers of Eastern Municipal Water District (EMWD) and the other MWD member agencies.

DISCUSSION

MWD and EMWD believe the lawsuit is motivated by SDCWA's attempts to mitigate the financial impact of their decisions by shifting costs to the other MWD member agencies. As evidence of this, EMWD points to a Los Angeles Economic Development Corporation report commissioned by MWD member agencies which indicated that SDCWA is paying significantly more for water purchased from Imperial Irrigation District than it would have paid to MWD for the same amount of water. Additionally, the report indicated that SDCWA's overall investment in water infrastructure, combined with

declining water sales, will accelerate water rate increases in San Diego County. An information handout prepared by EMWD and Western Municipal Water District is attached (Attachment C).

SDCWA asserts that MWD, their largest supplier, improperly overcharges for the transportation of water and uses that money to subsidize the cost of MWD water. They believe this to be in violation of state law and standard water utility practice. The Water Authority also believes that MWD's approved rate structure will cause significant financial harm to the San Diego region, estimating that San Diego County will lose up to $40 million in 2012 through MWD's "overcharges." An information handout prepared by SDCWA is attached (Attachment D).

On June 6, 2012, the Board of Directors for EMWD adopted a resolution opposing SDCWA's proposed cost-shift to MWD. The Western Riverside Council of Governments also adopted a resolution opposing SDCWA's lawsuit on June 22. EMWD has requested (see Attachment C) that the City adopt a similar resolution and Mayor Stewart directed staff to place this item on the agenda for consideration.

ALTERNATIVES

1. Adopt Resolution No. 2012-69 opposing San Diego County Water Authority's cost-shift. **Staff recommends this alternative.**

2. Not adopt Resolution No. 2012-69 opposing San Diego County Water Authority's cost-shift. **Staff does not recommend this alternative.**

FISCAL IMPACT

If SDCWA's lawsuit against MWD is successful, EMWD's increased cost of imported water would be borne by the ratepayers within EMWD's service area. This includes all ratepayers in the City of Moreno Valley, with the exception of those served by Box Springs Mutual Water Company. As a customer of EMWD, the City's water costs would therefore increase.

CITY COUNCIL GOALS

Advocacy: Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives, and goals to appropriate external governments, agencies and corporations.

ATTACHMENTS/EXHIBITS

Attachment A: Resolution No. 2012-69
Attachment B: Letter from EMWD Requesting the Proposed Resolution
Attachment C: Information Handout Prepared by EMWD and WMWD
Attachment D: Information Handout Prepared by SDCWA

Prepared By:
Michelle Dawson
Assistant City Manager

Department Head Approval:
Michelle Dawson
Assistant City Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00174886

RESOLUTION NO. 2012-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, OPPOSING SAN DIEGO COUNTY WATER AUTHORITY'S COST-SHIFT

WHEREAS, the City of Moreno Valley and the majority of its residents and businesses are customers of Eastern Municipal Water District (EMWD); and

WHEREAS, the City joins EMWD in supporting a regional cooperative approach to water supply reliability coupled with an open and transparent rate setting process, as has been demonstrated by the Metropolitan Water District of Southern California (MWD), whereby the rates are adopted by a vote of the MWD Board of Directors, representing every region within MWD's service area; and

WHEREAS, San Diego County Water Authority (SDCWA) filed a lawsuit in June 2010 challenging MWD's water rates and charges and claiming that SDCWA is over-charged, despite their own declaration that they pay 25 percent of MWD's revenue and receive 25 percent of the water supply; and

WHEREAS, EMWD and Western Municipal Water District (WMWD), both of which are WRCOG member agencies along with the City of Moreno Valley, have joined a lawsuit to support MWD's rate structure and protect their rate payers; and

WHEREAS, an outside report from the Los Angeles Economic Development Corporation has found that SDCWA investments in water independence and declining water sales are significantly impacting water rates to SDCWA rate payers; and

WHEREAS, the City supports efforts by water agencies in Western Riverside County to establish local investments that increase regional water supply reliability such as those undertaken by SDCWA, to the extent those costs are not borne disproportionately by ratepayers outside of their local service area; and

WHEREAS, SDCWA has launched a negative public relations campaign associated with their lawsuit to divert attention from their water supply decisions and the increasing opposition to the $3 billion cost-shift that would be forced on MWD Member Agencies and their ratepayers in Riverside, San Bernardino, Orange, Los Angeles and Ventura Counties if SDCWA is successful; and

WHEREAS, if there is legislation introduced that threatens MWD as a regional water supplier the City would oppose such legislative activity; and

WHEREAS, EMWD and WMWD have expressed a responsibility to protect their customer agencies, residents, businesses and communities in Western Riverside County from this unfair and unjust cost-shift that provides no new water supplies or benefits.

Resolution No. 2012-69
Date Adopted: August 28, 2012

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

That the City of Moreno Valley strongly opposes the SDCWA lawsuit against MWD and resolves to support MWD's efforts to protect its customer agencies and their ratepayers from this unfair cost shift which would dramatically increase water rates with no additional benefits.

APPROVED AND ADOPTED this 28th day of August, 2012.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Resolution No. 2012-69
Date Adopted: August 28, 2012

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-69 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 28th day of August, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00174890

Attachment B

Board of Directors

President and Treasurer
Joseph J. Kuebler, CPA

Vice President
Philip E. Paule

Ronald W. Sullivan
Randy A. Record
David J. Slawson

General Manager
Paul D. Jones II, P.E.

Director of the Metropolitan Water District of So. Calif.
Randy A. Record

Board Secretary and Assistant to the General Manager
Rosemarie V. Howard

Legal Counsel
Redwine and Sherrill

July 3, 2012

City of Moreno Valley
PO Box 88005
Moreno Valley CA 92552

Attention: Mr. Henry Garcia

SUBJECT: Request to Adopt a Resolution Opposing San Diego County Water Authority's Proposed Cost-Shift to Metropolitan Water District's Member Agencies, impacting local water ratepayers

On June 6, 2012, Eastern Municipal Water District's (EMWD) Board of Directors adopted a resolution opposing San Diego County Water Authority's (SDCWA) proposed cost-shift to the Metropolitan Water District of Southern California (MWD), and by extension, most water ratepayers in Southern California. On behalf of the EMWD Board and local water ratepayers, I strongly urge your agency to weigh in on this issue by adopting a similar resolution.

On June 2010, SDCWA filed a lawsuit against The Metropolitan Water District of Southern California, challenging the allocation of costs between the supply and transportation components of MWD's rate structure. SDCWA seeks to pay less than their fair share of transportation costs for water transferred through MWD's system that SDCWA purchases under a 75 year agreement with the Imperial Irrigation District (IID). If successful, SDCWA's lawsuit would shift $3 billion in costs over the life of the IID transfer from SDCWA ratepayers to the ratepayers of Eastern Municipal Water District (EMWD) and the other MWD Member Agencies.

A Los Angeles Economic Development Corporation report commissioned by seven MWD Member Agencies and released April 24, 2012, found that SDCWA is paying significantly more for water purchased from Imperial Irrigation District (IID), than it would have paid for the same amount of water from MWD. The report also found that SDCWA's overall investment in water infrastructure to reduce dependence on MWD, combined with declining water sales will accelerate water rate increases in San Diego County. In short, the report confirms what EMWD believes is SDCWA's motivation behind the lawsuit and associated negative public opinion campaign it is waging against MWD and MWD Member Agencies: that SDCWA is attempting to mitigate the financial impact of its water reliability decisions by shifting costs to the other MWD Member Agencies.

Mailing Address: Post Office Box 8300 Perris, CA 92572-8300 Telephone: (951) 928-3777 F
Location: 2270 Trumble Road P.O. Box 8300 Perris, CA 92570 Internet: www.emwd.org

Item No. A.12

If successful, the cumulative impact on EMWD's purchases of MWD supply from SDCWA's unjustified cost-shift would be over $180 million over the term of the IID transfer. The SDCWA Board recently adopted a policy to distribute the "net refund proceeds" from the lawsuit (the collective cost-shift to other Member Agencies) – minus their legal expenses – to their member agencies should they win the lawsuit. The proceeds would be allocated to their member agencies in proportion to each agency's share of water purchases from SDCWA. EMWD staff believes that the EMWD Board would be forced to consider a similar scenario. EMWD's increased cost of imported water from MWD resulting from the lawsuit would have to be borne by the ratepayers within our service area in some proportional manner. EMWD has an obligation to protect our partnering agencies and ratepayers from this inappropriate expense. I respectfully request you consider taking action, similar to the EMWD resolution (attached), opposing the SDCWA lawsuit against MWD and the resultant cost-shift to local water ratepayers.

If you would like for us to present this topic to your elected officials or provide a staff report, electronic files, and/or other supporting materials, please contact Melanie Nieman, EMWD Director of Interagency Relations, at (951) 928-3777 x4383 or niemanm@emwd.org. She will follow-up with you next week to offer assistance.
We appreciate your support.

Sincerely,

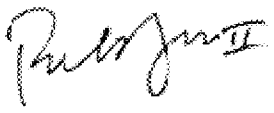

Paul D. Jones, II, P.E.
General Manager

PDJ:mn

Attachment

Cc: Michelle Dawson

Attachment C

San Diego County Water Authority/Metropolitan Water District Rate Challenge and its Impact on MWD Member Agencies

San Diego County Water Authority (San Diego) has filed a lawsuit (San Diego County Water Authority vs. Metropolitan Water District of Southern California, et al.) and is pursuing several strategies to shift costs to MWD's other member agencies. If successful, SDCWA's action would affect MWD's remaining 25 member agencies financially, and by extension, most water ratepayers in Southern California.

MWD's current rate structure and the crux of the lawsuit

- MWD's board adopted rate structure has been in place since 2003. MWD's 37 board members, including those from San Diego, annually review and approve MWD's cost allocation.
- To promote fairness, MWD charges member agencies uniformly for all water supplies transported throughout its system - including San Diego's water transfers from Imperial Irrigation District.
- The crux of the lawsuit seeks to shift San Diego's share of transportation costs to the remaining member agencies.
- MWD's annual water purchases from 2000 through 2009 indicate that San Diego bought 25 percent of MWD's water and provided 25 percent of MWD's revenues.
- Despite this equitable and appropriate proportion, San Diego contests the "fairness" of MWD's cost recovery methods.

San Diego's multipronged effort to shift costs: litigation, legislation, and media campaign

- The most recent litigation that challenges MWD's rate structure was filed by San Diego in 2010; a 1998 San Diego lawsuit opposing MWD's transportation rates failed.
- San Diego is pursuing a general strategy of harassing litigation against MWD and the current lawsuit is fourth against MWD in the past 12 years.
- The current lawsuit is complemented by a public outreach campaign to mislead and influence public opinion against MWD and incorrectly depict San Diego as "victim" that is being forced to pay higher rates.
- San Diego has also made unwarranted attacks on MWD's financial viability, has publicly questioned MWD's ability to support future critical water supply investments, and has begun groundwork for a legislative attack in Sacramento.

Why would San Diego take such extra ordinary measures?

- San Diego has come to realize their water purchase agreement with Imperial Irrigation District is over-priced.
- For the first seven years of the arrangement, San Diego transferred 330,000 acre-feet and spent greater than $200 million more than if they had purchased the water from MWD. This negative cost deficit will continue to rapidly accumulate and if unaddressed, will likely raise serious questions locally about San Diego's water supply decisions.

Why is SDCWA taking such extraordinary measures?

Their transfer water has turned out to be very expensive!

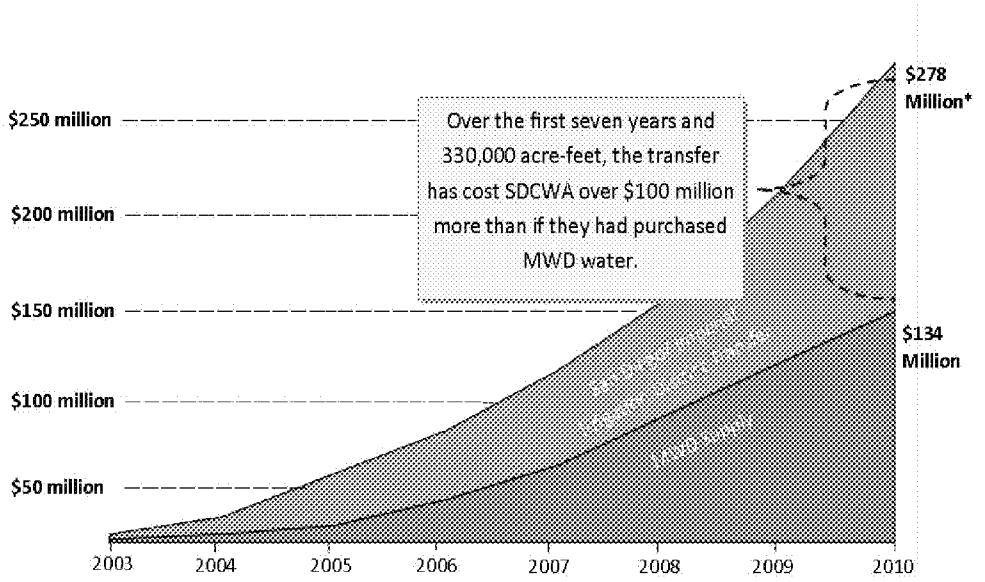

Item No. A.12

Who pays if San Diego wins?

- If San Diego wins, water ratepayers in Los Angeles, Orange, Ventura, Riverside and San Bernardino lose.
- The cumulative costs shifted to other agencies' ratepayers over the 75-year life of the transfer would be a staggering $3 billion.
- The impact to Eastern Municipal Water District's customers can be over $180 million.

Cumulative Cost-shift is $3 billion over the life of the transfer (75 years) if SDCWA is successful

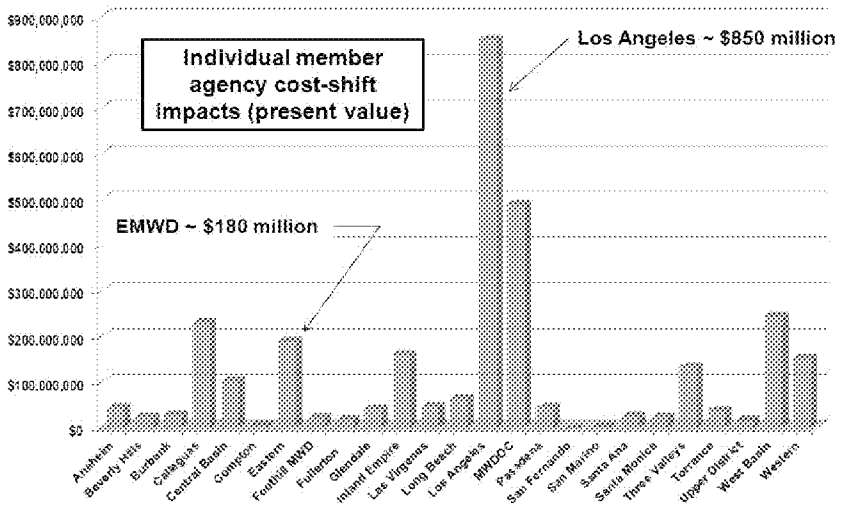

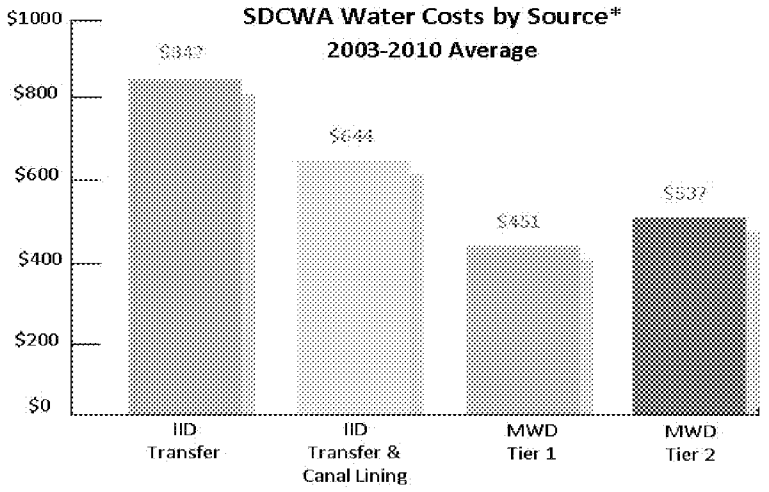

San Diego continues to misrepresent facts as a means to its ends

- San Diego's claim that they are disadvantaged by being "at the end of the pipeline" is deliberate misrepresentation - MWD's system and rate structure is set-up and operated to serve all member agencies equally.
- In fact, San Diego actually enjoys better emergency storage protection due to their proximity to MWD's and southern California's largest storage reservoir, Diamond Valley Lake.
- The claim by the San Diego County Water Authority that it is MWD's largest customer and pays more is also intentionally misleading. A more accurate comparison is on a County-by-County basis which shows both Los Angeles and Orange Counties making greater contributions than San Diego both in terms of water sales and taxes paid.

Contact Information

Eastern Municipal Water District
2270 Trumble Road
Perris, CA 92572
Tel: 951-928-3777
www.emwd.org
Paul D. Jones II, P.E. – General Manager

Western Municipal Water District
14205 Meridian Parkway
Riverside, CA 92518
Tel: 951-571-7100
www.wmwd.com
John Rossi – General Manager

San Diego County Water Authority

Water Authority Fighting for Lawful Water Rates at MWD

Attachment D

Illegal Water Rates Cost San Diego County Ratepayers Billions

Restoring California's Water Supply Reliability

DIVERSIFICATION

Enhancing Water Supply Reliability

The Water Authority is dedicated to providing a safe and reliable water supply for our region at an affordable cost. More than 20 years ago, the Water Authority, along with its member agencies, began taking actions to improve the water supply reliability of the region by lessening reliance on one single source of supply.

One of the cornerstones of that diversification strategy is agreements that were signed in 2003 to secure independent Colorado River supplies. To deliver these supplies to the region, the Water Authority uses pipelines that are owned and operated by the Metropolitan Water District of Southern California.

The Water Authority, however, believes that MWD is improperly classifying hundreds of millions of dollars in water supply costs as transportation costs. This was no accident: they did this to specifically disadvantage the Water Authority, which is the only agency that uses MWD's system to transport large volumes of independent water supplies each year.

MWD's illegal actions siphon money from the local economy and, if left unchecked, will cost ratepayers more than $2 billion over the next four decades.

To protect its ratepayers, the Water Authority filed suit in 2010, over rates MWD adopted for 2011 and 2012. The Water Authority is seeking to ensure that costs are lawfully allocated and assigned to the correct services.

Although the Water Authority hoped for a speedy resolution of the case, MWD has engaged in a series of unsuccessful legal

Impact of MWD Overcharges to Water Authority Ratepayers*

MWD's illegal rate structure charges a disproportionately high rate to transport the Water Authority's independent Colorado River supplies. As the Water Authority's Colorado River water supplies reach the maximum annual amount in 2021, those overcharges will grow to as much as $217 million annually.

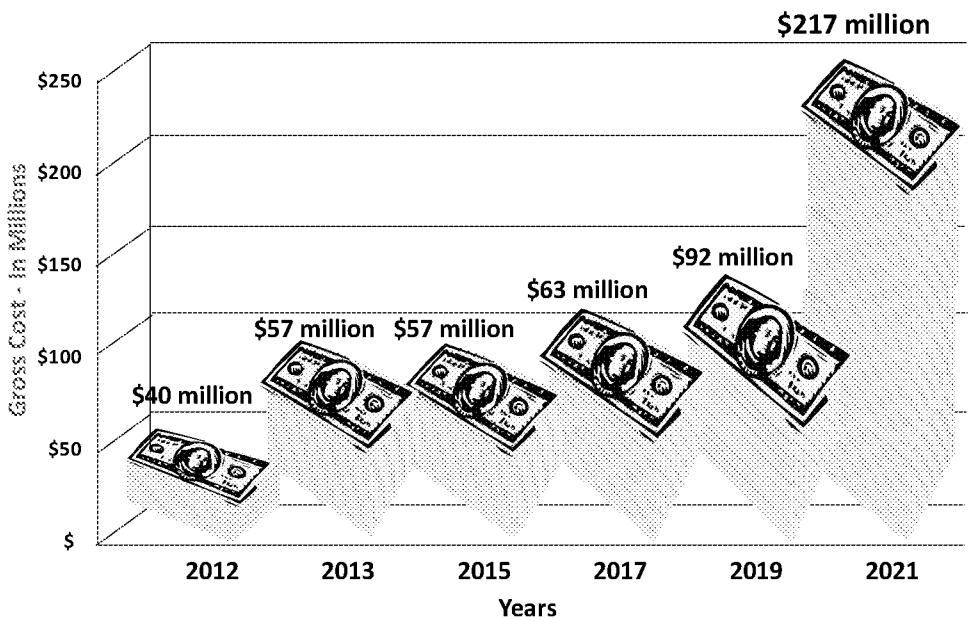

*Based on $40 billion cost to fix the Bay-Delta.

maneuvers designed to impede the progress. Further, MWD refused to address these concerns when it adopted its 2013 and 2014 rates in April 2012, so the Water Authority had no alternative but to file a new suit.

The 2010 case is assigned to San Francisco Superior Court. A decision in the case is not expected until sometime in 2013. The 2012 case was filed in Los Angeles County Superior Court and has not yet been assigned.

Why are MWD's Rates Illegal?

MWD is required by law to charge rates that reflect the actual, reasonable and proportionate costs of serving each class of its customers. The Water Authority's lawsuit claims MWD is improperly charging hundreds of millions of dollars annually in water supply costs to its System Access Rate, System Power Rate and Water Stewardship Rate. These three rate components comprise MWD's transportation charge.

System Access Rate is paid by MWD member agencies that buy MWD water or use MWD's facilities to transport water not purchased from MWD. More than 80 percent of MWD's State Water Project water supply costs – amounting to hundreds of millions of dollars annually – is assigned to this water transportation rate category, in violation of California law. These costs belong in the Water Supply Rate category.

System Power Rate recovers the costs of energy needed to pump water to Southern California. It is a charge applied to every acre-foot of water transported by MWD. The rate currently includes Department of Water Resources' energy costs for the State Water Project, which MWD does not own or operate. The costs of power needed by the state to deliver water supply to MWD's connections in Southern California are a supplier cost and part of the cost of that water supply. However, MWD improperly assigns that cost to its own transportation rate category. These costs belong in the Water Supply Rate.

Water Stewardship Rate recovers the cost of providing financial subsidies to MWD's member agencies for developing new local water supply projects. These subsidies are used for conservation, recycled water, desalination, or other new water supplies. However, MWD charges these water supply costs as a water transportation service. Because this rate pays for water supply development, it should be applied to the Water Supply Rate.

Water Supply Rate is supposed to recover the costs MWD incurs to acquire water supplies. This should include supplies it imports from the Colorado River, State Water Project and money it spends to support the development of new local water supplies and water conservation. All of these water supply costs belong in the Water Supply Rate category.

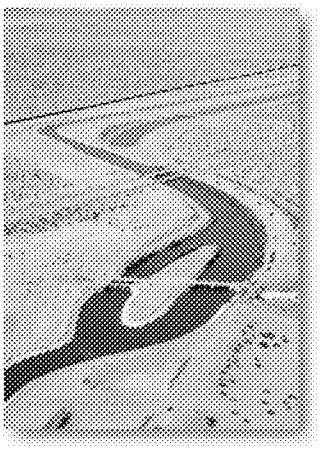

Water conserved by the All-American Canal Lining Project is an important part of the Water Authority's Colorado River water transfer supplies.

MWD's Current Rate Structure

MWD's Rate Structure Misallocates Water Supply Costs to the Transportation Charge

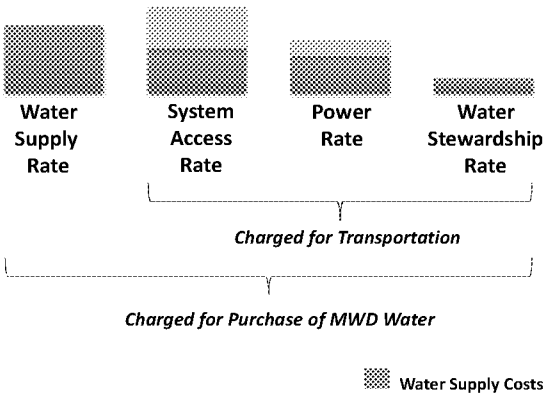

How MWD Rate Structure Should Be

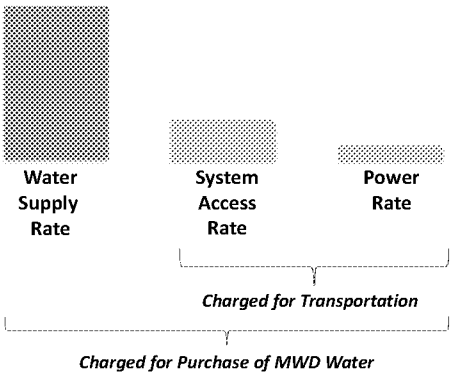

San Diego County Water Authority

4677 Overland Ave.
San Diego, California
92123-1233
858.522.6700

www.sdcwa.org

For more information on this issue, visit www.sdcwa.org/mwdrate-challenge

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: August 28, 2012

TITLE: APPROVE RESOLUTION NO. 2012-XX ADOPTING A LOW INCOME PROGRAM AND AMENDING THE ELECTRIC RATES FOR MORENO VALLEY ELECTRIC UTILITY

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve Resolution No. 2012-70 adopting a Low-Income Assistance Program for the residential customers of Moreno Valley Electric Utility.
2. Adopts the amended Moreno Valley Utility Electric Rates as on file in the Public Works Department.

BACKGROUND

Section 386 of the Public Utilities Code refers to rate assistance programs for low-income customers, and requires the following: "(1) Each publicly owned utility shall ensure that low-income families have access to affordable electricity; (2) The current level of assistance reflects the level of need; (3) Low-income families are afforded no-cost and low-cost energy efficiency measures that reduce energy consumption; (4) The local publicly owned electric utility shall consider increasing the level of the discount or raising the eligibility level for any existing rate assistance program to be reflective of customer need; (5) A publicly owned electric utility shall streamline enrollment for low-income programs by collaborating with existing providers for the Low-Income Home Energy Assistance Program (LIHEAP) and other electric or gas providers within the same service territory; (6) A local publicly owned electric utility shall establish participation goals for its rate assistance program participation."

Currently, low-income customers are provided assistance through LIHEAP and are also provided payment arrangements.

DISCUSSION

Staff is proposing a discount program for qualified low-income residential customers, providing a 20% discount on their monthly electric bill. Eligibility for the program will be based on the number of full-time residents in the household and the total gross income of all household members, as described in the table below:

Maximum Household Income (Effective as of July 1, 2012)	
Number of Persons in Household	**Total Combined Gross Income**
1	**Up to $22,340**
2	**Up to $30,260**
3	**Up to $38,180**
4	**Up to $46,100**
5	**Up to $54,020**
6	**Up to $61,940**
7	**Up to $69,860**
8	**Up to $77,780**
Each additional person	**$7,920**

Customers must fill out an application, provide proof of income, and must re-apply annually. The 20% discount is applicable to energy charges only, and excludes the customer charge, public purpose charge, and all taxes. The cost of the program will be paid for from Public Purpose funds, which is allowed under Section 385 of the Public Utilities Code.

ALTERNATIVES

1. Approve proposed resolution adopting a Low Income Assistance Program for Moreno Valley Utility's residential customers. *The Low Income Assistance Program will allow the City's utility to offer low-income families access to affordable electricity, and will allow the City's utility to comply with Section 386 of the California Public Utilities Code.*
2. Do not approve proposed resolution adopting a Low Income Assistance Program for Moreno Valley Utility's residential customers. *This would restrict the City's utility in its ability to offer low-income families access to affordable electricity, and will not allow the City's utility to comply with Section 386 of the California Public Utilities Code.*

FISCAL IMPACT

The average annual customer savings under the Low-Income Assistance Program is estimated to be approximately $240.00. Staff is proposing an initial funding of $50,000 for the balance of fiscal year 2012/2013. Program demand will be monitored and the funding level will be reviewed on a quarterly basis in fiscal year 2012/2013. Additional funding may be recommended if funds are depleted prior to June 30, 2013. After fiscal year 2012/2013, funding will be reviewed on an annual basis. Funds are available in account 6010-70-80-45511-710144.

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
The proposed Low-Income Assistance Program helps to create a positive environment within the community. The City of Moreno Valley will provide low-income families access to affordable electricity.

NOTIFICATION

Posting of the Agenda.

Attachments

Attachment 1 – Proposed Resolution
Attachment 2 - Amended Electric Rate Schedule A
Attachment 3 – Low Income Assistance Program Application

Prepared By
Jeannette Olko
Electric Utility Division Manager

Department Head Approval
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00174900

RESOLUTION NO. 2012-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY ADOPTING A LOW-INCOME ASSISTANCE PROGRAM AND AMENDING THE ELECTRIC RATES FOR MORENO VALLEY ELECTRIC UTILITY

WHEREAS, the City of Moreno Valley (the "City") is authorized under various provisions of the California Constitution and the general laws of California (including, specifically, Article XI, Section 9(a) of the California Constitution, Public Utilities Code Section 10004, and Government Code section 39732(a)) to establish, purchase, and operate a public utility to furnish its inhabitants with, among other things, electricity; and

WHEREAS, on June 26, 2001, the City Council of the City of Moreno Valley approved Resolution No. 2001-33 and, as amended by Resolution 2002-46, authorized the formation of a municipally owned utility for the purpose of providing electrical power, storm water, telephone telecommunications, cable TV, water, natural gas, and sanitary sewer; and

WHEREAS, as a municipal electric utility, the City is generally subject to the legislative and regulatory requirements applicable to local publicly owned electric utilities ("POUs"); and

WHEREAS, California Public Utilities Code Section 385(a) requires local publicly owned utilities to establish a nonbypassable, usage based charge to fund investments by the utility and other parties in the following: (1) cost-effective demand-side management services; (2) new investment in renewable energy resources and technologies consistent with existing statutes and regulations; (3) research, development and demonstration programs for the public interest to advance science and technology which is not adequately provided by competitive markets; and (4) services provided for low-income electricity customers, including, but not limited to energy efficiency services, education, weatherization, and rate discounts; and

WHEREAS, California Public Utilities Code Section 386 requires local publicly owned utilities to ensure that low-income families within the utility's service territory have access to affordable electricity, that the level of assistance reflects the level of need, that low-income families are afforded no-cost and low-cost energy efficiency measures that reduce energy consumption, that the utility streamline enrollment for low-income programs, and that the utility establish participation goals for its rate assistance program participation;

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

1. The Moreno Valley City Council hereby adopts a Low-Income Assistance Program for the residential customers of Moreno Valley Electric Utility, and that this resolution takes effect immediately upon its adoption.
2. The City Council hereby adopts the amended Moreno Valley Utility Electric Rates as on file in the Public Works Department.

PASSED, APPROVED AND ADOPTED this 28th day of August, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Resolution No. 2012-70
Date Adopted: August 28, 2012

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-70 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 28th day of August, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Resolution No. 2012-70
Date Adopted: August 28, 2012

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MV00174904

SCHEDULE A – RESIDENTIAL SERVICE

Applicability

Applicable to electric service for residential uses.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Basic Charge - $/Day	
Single-Family Residence	$ 0.029
Multi-Family Residence	$ 0.022
Energy Usage Charge - $/kWh	
Summer:	
Tier 1 -Baseline Quantities, all kWh, per kWh	$ 0.10759
Tier 2 – 101% to 130% of Baseline	$ 0.13060
Tier 3 – 131% to 200% of Baseline	$ 0.21227
Tier 4 – 201% to 300% of Baseline	$ 0.24727
Tier 5 – All excess kWh, per kWh	$ 0.28227
Winter	
Tier 1 -Baseline Quantities, all kWh, per kWh	$ 0.10759
Tier 2 – 101% to 130% of Baseline	$ 0.13060
Tier 3 – 131% to 200% of Baseline	$ 0.21227
Tier 4 – 201% to 300% of Baseline	$ 0.24727
Tier 5 – All excess kWh, per kWh	$ 0.28227
Public Purpose Programs	
All kWh per kWh	$0.01444
Monthly Minimum Charge:	$10.00

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Attachment 2

Special Conditions

1. Baseline Rates: Baseline rates are applicable only to separately metered residential use.

2. Baseline Quantities: The residential allocation shall be 16.0 kWhs per day in the Summer season and 10.5 kWhs per day in the Winter season.

3. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on the first Sunday in June and will continue until 12:00 a.m. of the first Sunday in October each year. The Winter season begins at 12:00 a.m. on the first Sunday in October and continues until 12:00 a.m. on the first Sunday in June of the following year.

4. Voltage: Service will be supplied at one standard voltage.

5. For the purposes of applying the Basic Charge, the following definitions shall be used:

   Single-Family Residence - A building of single occupancy which does not share common walls, floors, or ceilings with other residential dwelling units.

   Multi-Family Residence - Apartments, mobile homes, condominiums, townhouses, or a building of multiple occupancy which shares common walls and /or floors and ceilings with other residential dwelling units.

6. Medical Baseline Allocation: Upon application and acceptance of a certification from a medical doctor or osteopath licensed to practice medicine in California, eligible residential customers are provided a standard year-round medical baseline allocation of 16.5 kWh per day in addition to the applicable baseline allocation for the season.

	Regular Baseline Daily kWh Allocation	Additional Medical Baseline Daily kWh Allocation	Total Baseline Daily kWh Allocation
Summer	16.0	16.5	32.5
Winter	10.5	16.5	27.0

   Medical Baseline Allocation Eligibility:

   a) Regular use in the customer's home of one or more medical life-support devices essential to maintain the life of a full-time resident of the household; and/or
   b) A full-time resident of the household is: a paraplegic, hemiplegic, quadriplegic, multiple sclerosis or scleroderma patient, being treated for life-threatening illness, and/or has a compromised immune system.

   Life support devices are those devices or equipment that utilize mechanical or artificial means to sustain, restore or supplant a vital function, or mechanical equipment relied upon for mobility both within and outside of buildings.

Life-support devices include:

Aerosol Tent	Ultrasonic Nebulizer
Pressure Pad	Electrostatic Nebulizer
Apnea Monitor	Inhalation Pulmonary Pressure
Pressure Pump	Breather Machine (IPPB)
Compressor	Iron Lung
Concentrator	Dialysis Machine
Respirator (all types)	Hemodialysis Machine
Electronic Nerve Stimulator	Motorized Wheelchair
Suction Machine	Oxygen Generator

Applying for the Medical Baseline Allocation

1. Request application from Moreno Valley Utility by telephone, mail or in person
2. Complete application.
3. The patient's physician will need to fill out the required information on the application and sign it certifying the medical need.
4. The customer can mail or bring the application to Moreno Valley Utility's offices
5. Once the application is reviewed and approved, the Medical Baseline Allocation will be effective on the next regular electric billing.
6. Applications must be renewed every two years.
7. A low-income assistance discount program is offered under this standard residential rate. To be considered for this discount, an application must be filed with Moreno Valley Utility. To be eligible for this discount, the income of the customer, including all members of the household, must meet the income levels of the program and can be no more than 200% of Federal Poverty Guidelines. Under this program a discount for qualified low-income residents of 20% is provided on monthly energy charges. Discount applies to energy charges only. The customer charge, public purpose charge, service fees and all taxes are calculated at the standard rates.

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MV00174908

MORENO VALLEY UTILITY
14325 Frederick Street, Suite 9
Moreno Valley, CA 92552

LOW INCOME ASSISTANCE PROGRAM

About the Moreno Valley Utility (MVU) Low-Income Assistance Program

The MVU Low Income Assistance Program is a discount program for qualified low-income residents, providing a 20% discount on monthly energy charges.

This initial program will run through June 30, 2013 or until funds are depleted. Additional funding may be available but are not guaranteed.

Moreno Valley City Council has approved the use of Public Purpose funds to assist low-income residents with their energy bills.

Eligibility for the program is based on the number of fulltime residents in the household and the total gross income of all household members.

Maximum Household Income (Effective as of July 1, 2012)	
Number of Persons in Household	**Total Combined Gross Income**
1	**Up to $22,340**
2	**Up to $30,260**
3	**Up to $38,180**
4	**Up to $46,100**
5	**Up to $54,020**
6	**Up to $61,940**
7	**Up to $69,860**
8	**Up to $77,780**
Each additional person	**$7,920**

To apply for the program, electric service must be provided in the name of the applicant.

Application must be accompanied by an original Transcript of Tax Return from the US Internal Revenue Service listing each member of the household. Transcript is available free of charge by mailing a completed Form 4506-T to the IRS. Instructions and mailing addresses are listed on the back of the request form.

Applications received without the required Transcript of Tax Return will not be processed.

Initial program enrollment is through June 30, 2013, after which the applicant may re-apply as funds become available.

Allow 4-6 weeks for processing of application.

Discount applies to energy charges only. The customer charge, public purpose charge, service fees and all taxes are calculated at the standard rates.

If you have any questions regarding the program, please call Customer Service toll free at (877) 811-8700

MORENO VALLEY UTILITY
14325 Frederick Street, Suite 9
Moreno Valley, CA 92552

LOW INCOME ASSISTANCE APPLICATION

PLEASE PRINT CLEARLY

Name (First, Middle Initial, Last)

Home Address

Mailing Address (if different from home address) | City | Zip Code

Home Telephone | Work Telephone | Mobile Telephone

PUBLIC ASSISTANCE PROGRAM PARTICIPATION

Do you or someone in your household participate in any of the following assistance programs? If so, please indicate below.

Please check (✓) all assistance programs utilized

- ☐ Medi-Cal/Medicaid
- ☐ Food Stamps/SNAP
- ☐ TANF/Tribal TANF
- ☐ WIC
- ☐ Healthy Families A & B
- ☐ LIHEAP
- ☐ SSI
- ☐ National School Lunch (NSL)
- ☐ Bureau of Indian Affairs General Assistance
- ☐ Head Start Income Eligible (Tribal Only)

HOUSEHOLD MEMBERS AND INCOME ELIGIBILITY

List all fulltime residences of the household and their total gross annual income. Gross income includes all money and non-cash benefits, available for living expenses, from all sources, both taxable and nontaxable, before deductions, for all people living in the home. This includes, but is not limited to, the following:

Please check (✓) all sources of household income.

- ☐ Pensions
- ☐ Social Security
- ☐ SSP or SSDI
- ☐ Interest or Dividends from Savings, Stocks, Bonds, or Retirement Accounts
- ☐ Wages and/or Profits from Self-Employment
- ☐ Rental or Royalty Income
- ☐ Unemployment Benefits
- ☐ Disability or Worker's Compensation Payments
- ☐ Scholarships, Grants or Other Aid Used for Living Expenses
- ☐ Insurance or Legal Settlements
- ☐ Spousal or Child Support
- ☐ Cash and/or Other Income

Full Legal Name	Age	Social Security Number	Gross Income
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Attachment 3

8.			
9.			
List additional household members on a separate sheet		**Total Household Income**	

Declaration: Please sign and date below

I state that the information I have provided in this application is true and correct. I have enclosed an original copy of the Transcript of Income Tax for each person listed above. I agree to inform Moreno Valley Utility if I no longer qualify for the discount. I understand that if I receive a discounted rate without meeting the qualifications of the program, that I will be required to pay back the discount received. I certify:

- The MVU bill is in my name
- I am not claimed on another person's income tax return
- I understand that I must re-apply for the program each year
- I will notify MVU if I no longer qualify for this rate
- I understand MVU may require additional verification of income
- I have enclosed a Transcript of Return for each person listed above

Signature | Date

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MV00174912

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: August 28, 2012

TITLE: APPROVAL OF COOPERATIVE AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND THE CITY OF MORENO VALLEY FOR GILMAN SPRINGS ROAD IMPROVEMENTS – PROJECT NO. 801 0042 70 77

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the Cooperative Agreement for the Gilman Springs Road Improvements project between the County of Riverside and the City of Moreno Valley.

2. Authorize the City Manager to execute the Cooperative Agreement.

3. Authorize the Public Works Director/City Engineer to approve any minor changes that may be requested by the County of Riverside subject to the approval of the City Attorney.

4. Authorize the Public Works Director/City Engineer to execute any future amendments to the Cooperative Agreement subject to the approval of the City Attorney.

BACKGROUND

In early 2012, the County of Riverside approached the City with its plan to improve the County-owned portion of Gilman Springs Road and offered assistance to the City for improving the City-owned portion of Gilman Springs Road at the same time. The County could help to complete the design, prepare environmental documents and obtain environmental clearance, coordinate utility relocation, and advertise/award and administer the construction contract at no cost to the City. The City would be

responsible only for construction, construction engineering and inspection costs for improving the City-owned portion of Gilman Springs Road.

DISCUSSION

The City-owned portion of Gilman Springs Road is a 4,000-foot long, two-lane roadway, from 150 feet north of Eucalyptus Avenue to 500 feet north of Kevin Road. Gilman Springs Road has been experiencing high volume of traffic, especially trucks, traveling along this roadway. The street pavement has deteriorated with sizable potholes, and City Maintenance and Operations crews have been continuously out repairing the street.

The project will resurface the street by processing the existing asphalt concrete pavement and reusing it as a base material while overlaying the street with new layer of asphalt concrete. The project also includes improvement of the intersection of Gilman Springs Road and Alessandro Boulevard to add a new north-bound left turn lane from Gilman Springs Road onto Alessandro Boulevard, as well as drainage improvements along Gilman Springs Road. The estimated construction, construction-related engineering and inspection cost for the project is approximately at $840,000. The City will realize significant savings from the County's assistance with design, environmental clearance and project administration. Furthermore, because the City's improvements will be contracted out as part of the County's larger project along Gilman Springs Road, good construction bids are expected. Improvement of Gilman Springs Road is necessary to enhance safety for drivers using this road. A Cooperative Agreement with the County of Riverside is a cost-saving solution to construct these much needed improvements.

ALTERNATIVES

1. By motion, approve and authorize the recommended actions as presented in this staff report. *This alternative will facilitate the timely construction of needed improvements.*

2. Do not approve and authorize the recommended acting as presented in this staff report. *This alternative will significantly delay the construction of needed improvements.*

FISCAL IMPACT

The project is included in the Fiscal Year 2012/2013 Capital Improvement Program. There is no impact to the General Fund.

AVAILABLE FUNDS
Gilman Springs Road Improvements
Prop. 42 Replacement Funds – Gas Tax
Account 2002-71-77-80001 801 0042 70 77 ..... $ 850,000

Total Project Budget..... $ 850,000

ESTIMATED PROJECT COST

Preliminary Engineering*	$	3,000
Construction and Construction Engineering/Inspection	$	840,000
Administrative Costs*	$	7,000
Total Estimated Cost	$	850,000

**Includes City staff project coordination and other miscellaneous costs.*

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT'S PROJECT SCHEDULE

Environmental Clearance Complete.....May 2013
Design Complete..... August 2013
Advertise and Award ..... September 2013 to December 2013
Construction ..... January 2014 to July 2014

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Based on the current condition of Gilman Springs Road, there is a need to improve this street to enhance safety for drivers using this road. A Cooperative Agreement with the County of Riverside is a cost-saving solution to construct these much needed improvements.

ATTACHMENTS

Attachment "A" – Location Map
Attachment "B" – Agreement By and Between Riverside County and City of Moreno Valley for Roadway Improvements Along Gilman Springs Road

Prepared By:
Quang D. Nguyen
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

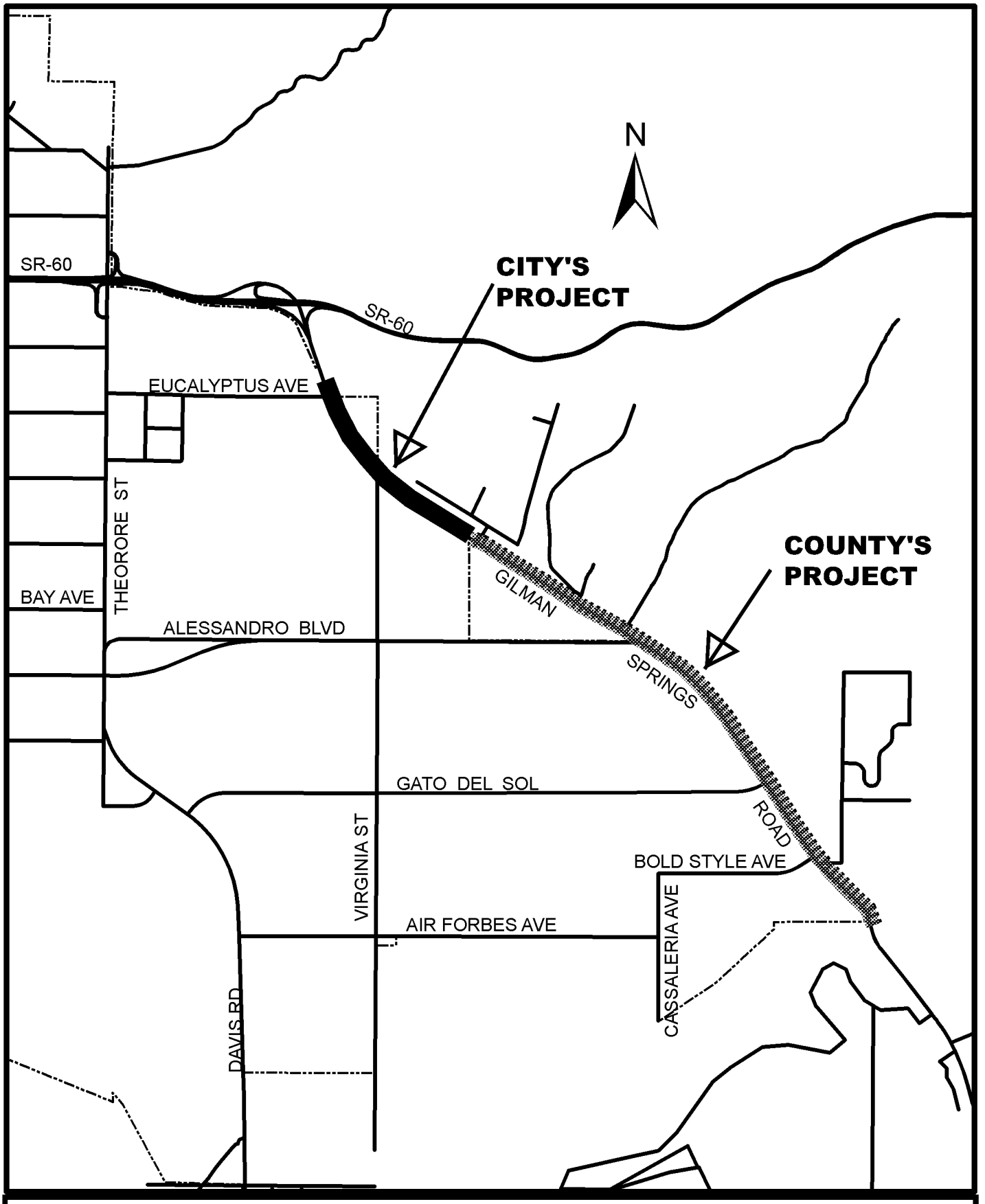

ATTACHMENT A
GILMAN SPRINGS ROAD IMPROVEMENTS - LOCATION MAP

Item No. A.14

MV00174917

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MV00174918

Gilman Springs Road Improvements

AGREEMENT BY AND BETWEEN

RIVERSIDE COUNTY AND

CITY OF MORENO VALLEY

FOR

ROADWAY IMPROVEMENTS ALONG

GILMAN SPRINGS ROAD

This Agreement is entered into this _____ day of _____, 2012, by and between the County of Riverside, (hereinafter "COUNTY"), and the City of Moreno Valley, (hereinafter "CITY") for the provision of certain roadway improvements on various roads located within the jurisdictional boundaries of the COUNTY and CITY.

RECITALS

A. COUNTY and CITY have cooperated on planning the construction of certain roadway improvements that provide benefits to the general motoring public along Gilman Springs Road in the Moreno Valley area of Riverside County. The roadway improvements consist of pulverizing the existing roadway; road resurfacing/overlaying, intersection improvements, drainage improvements and striping, hereinafter referred to as "PROJECT". The location of PROJECT is shown in Exhibit "A".

B. The PROJECT is within the jurisdictional boundaries of both the COUNTY and CITY, as shown in Exhibit "A".

C. COUNTY and CITY desire to cooperate and jointly participate in implementing and funding the PROJECT.

D. COUNTY and CITY desire to have one agency take the lead role in the development and implementation of the PROJECT to coordinate the improvements and to reduce overall costs.

E. COUNTY and CITY have designated COUNTY as the lead agency for the PROJECT and COUNTY will therefore provide the administrative, technical, managerial, and support services necessary to develop and implement the PROJECT.

F. COUNTY and CITY desire to define herein the terms and conditions under which said PROJECT is to be administered, environmentally cleared, engineered, coordinated, constructed, managed, financed and maintained.

Attachment "B"

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

SECTION 1 • COUNTY AGREES:

1. To fund one hundred percent (100%) of the cost of the preparation of plans, specifications and estimates (PS&E), preparation of an environmental document (ED) and obtaining environmental clearance, providing utility coordination and relocation of impacted utilities, and advertising, awarding and administering a public works construction contract necessary to construct PROJECT improvements that are located within the jurisdictional boundaries of the COUNTY as shown in Exhibit "A" attached hereto and incorporated herein:. The estimated costs for COUNTY's improvements are provided in Exhibit "B" attached hereto and incorporated herein. COUNTY agrees that should unforeseen circumstances arise which result in an increase of any costs over those shown in Exhibit "B", COUNTY will in good faith consider an amendment to this Agreement to include any such costs under this agreement.
2. To prepare, or cause to be prepared, detailed PS&E documents for the PROJECT and submit to CITY for review and approval at appropriate stages of development. Final plans for improvements within CITY's right of way shall be prepared to COUNTY standards, and signed by a Civil Engineer registered in the State of California. Deviations from standards shall be coordinated with and approved by CITY. COUNTY shall not solicit construction bids until CITY has approved the PROJECT PS&E documents.
3. To act as the Lead Agency for the design, environmental clearance, advertising, award and administration of a public works contract for the construction of the PROJECT.
4. To identify and locate all utility facilities within the PROJECT area as part of its PROJECT design responsibility. If any existing public and/or private utility facilities conflict with PROJECT construction, COUNTY shall make all necessary arrangements with the owners of such facilities for their protection, relocation, or removal. All utility facilities shall be identified on the PROJECT plans and specifications, and conflicting utilities shall be denoted. COUNTY shall require the utility owner and/or its contractors performing the relocation work within CITY's right of way to obtain a CITY encroachment permit prior to the performance of said relocation work. CITY and COUNTY shall coordinate and cooperate in the effort to establish prior rights related to utility encroachments into each jurisdiction's right-of-way. In the case that any utility

companies are determined to have prior rights, the cost of relocating utilities shall be borne by the jurisdiction in which the conflicting utility resides.

5. To prepare an environmental document and to obtain necessary environmental clearances in accordance with the California Environmental Quality ACT (CEQA).

6. To make written application to CITY for an encroachment permit authorizing entry into CITY's right of way for the purposes of constructing PROJECT.

7. To advertise, award, and administer a public works contract for the construction of PROJECT in accordance with all applicable federal, state or local statutes, ordinances, orders, governmental requirements, laws or regulations, including but not limited to the local agency public construction codes, California Labor Code, and California Public Contract Code.

8. To furnish a representative to perform the function of Resident Engineer during construction of PROJECT. If the PROJECT plans and specifications are prepared by a private engineering company, the Resident Engineer shall not be an employee of that company. The Resident Engineer shall also be independent of the construction contract.

9. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys, soils and foundation tests, measurement and computation of quantities, testing of construction materials, checking shop drawings, preparation of estimates and reports, preparation of as-built drawings, and other inspection and staff services necessary to assure that the construction is performed in accordance with the PS&E documents.

10. To construct the PROJECT in accordance with approved PS&E documents.

11. To submit any contract change order that causes the construction contract to exceed 10% of the contract bid amount for PROJECT improvements that are located within the jurisdictional boundaries of the CITY to CITY for review and approval prior to final authorization by COUNTY.

12. To provide material testing and quality control conforming to the Caltrans Standard Testing Methods as provided in Chapter 16 of the Local Assistance Procedures Manual, and to have this testing performed by a certified material tester.

13. To furnish CITY with a complete set of full-sized film positive reproducible as-built plans and all contract records, including survey documents, within ninety (90) days following the completion and acceptance of the

PROJECT construction contract. Electronic copies of completed plans are available if CITY desires. If electronic copies are provided, they will be provided on CD-R media.

14. To furnish CITY a final reconciliation of project expenses within ninety (90) days following the completion and acceptance of the PROJECT construction contract. If final costs associated with the CITY's improvements are in excess of the deposit provided in Section 2, COUNTY shall include a final bill with the financial reconciliation. If final costs associated with the CITY's improvements are less than the deposit provided in Section 2, COUNTY shall include a reimbursement for the difference with the financial reconciliation.

SECTION 2 • CITY AGREES:

1. To fund one hundred percent (100%) of the cost of administering a public works construction contract necessary to construct PROJECT improvements that are located within the jurisdictional boundaries of the CITY as shown in Exhibit "A". The estimated costs for CITY's improvements are provided in Exhibit "B". CITY agrees that should unforeseen circumstances arise which result in an increase of any costs over those shown in Exhibit "B", CITY will in good faith consider an amendment to this Agreement to include any such costs under this Agreement.
2. To deposit with COUNTY, prior to COUNTY awarding the construction contract but after bid opening and analyzing the bids for the PROJECT and upon written request by COUNTY, seven hundred fifty-five thousand five hundred fifty dollars ($755,550)(the "Deposit"), which represents ninety percent (90%) of the CITY's estimated share of the PROJECT costs as provided in Exhibit "B" hereto.
3. To provide, at no cost to COUNTY, oversight of PROJECT and to provide prompt reviews and approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely processing of PROJECT.
4. To issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's contractor, an encroachment permit authorizing entry onto CITY's right of way for the construction of the PROJECT.
5. To provide a representative to coordinate and assist the COUNTY's Resident Engineer during the construction of PROJECT and to verify CITY facilities are constructed in accordance with the approved PS&E documents as required by this agreement.
6. To pay within 45 days of receipt all invoices submitted by COUNTY for services rendered in accordance with this Agreement.

SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. The total cost of PROJECT is estimated to be $2,323,000 as detailed in Exhibit "B".
2. COUNTY shall not be obligated to award a contract to construct PROJECT until after receipt of CITY's deposit as required in Section 2.
3. If upon opening of bids for construction of the PROJECT the bids indicate a cost overrun of no more than 10% of the construction costs estimate as described in Exhibit "B" will occur, COUNTY may award the contract.
4. If upon opening of bids, it is found that a cost overrun exceeding ten percent (10%) of the Total Estimate Cost will occur, COUNTY and CITY shall endeavor to agree upon an alternative course of action. If, after thirty (30) calendar days from the date of bid opening, an alternative course of action is not agreed upon, this Agreement shall be deemed to be terminated by mutual consent, with each agency sharing incurred costs in accordance with the cost shares as set forth in Section I, Article (1), and Section II, Article (1). COUNTY shall reimburse CITY within forty five (45) days of termination.
5. Construction by COUNTY of improvements referred to herein which lie within CITY rights of way shall not be commenced until an Encroachment Permit to COUNTY, or COUNTY's contractor, authorizing such work has been issued by CITY.
6. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the PROJECT construction contract, a policy of Commercial Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, in the amount of $2,000,000 minimum single limit coverage, and a policy of Automobile Liability Insurance in the amount of $1,000,000 minimum. Endorsements to each policy shall be required which name CITY, its officers, agents and employees, as additionally insured. COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation Insurance. COUNTY shall cause COUNTY's contractor to provide Certificates of Insurance and Additional Insured Endorsements which meet the requirements of this section to CITY prior to the start of construction. The COUNTY shall also cause COUNTY's contractor to furnish a satisfactory Performance Bond and a satisfactory Labor and Material Payment Bond meeting all statutory requirements of the State of California for this project.
7. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will automatically be vested with the jurisdiction in which the improvements reside and no further agreement will be necessary to transfer ownership.

8. Neither COUNTY nor CITY shall be responsible for any maintenance of the improvements provided by PROJECT that are located outside of their respective ownership or right of way boundaries except as specified in this Agreement or future agreements.
9. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all parties and no oral understanding or agreement not incorporated herein shall be binding on each party hereto.
10. CITY and COUNTY shall retain or cause to be retained for audit for a period of three (3) years from the date of final payment, all records and accounts relating to PROJECT.
11. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
12. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.
13. This Agreement and the exhibits herein contain the entire agreement between the parties, and are intended by the parties to completely state the agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in this Agreement, is null and void.
14. Nothing in the provisions of Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affects the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of roads different from the standard of care imposed by law.

15. This Agreement may be executed in one or more counterparts and when a counterpart shall have been signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same instrument.
16. This Agreement shall be terminated 3 months after the filing of a Notice of Completion for the PROJECT or upon mutual agreements of the parties.
17. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other address as the PARTIES may designate:

To County: Riverside County Transportation Department
Attention: Juan C. Perez, Director of Transportation and Land Management
4080 Lemon Street, 8th Floor
Riverside, CA 92501
Phone: (951) 955-6740
Fax: (951) 955-3198

To City: City of Moreno Valley
Attention: Ahmad R. Ansari, Public Works Director/City Engineer
14177 Frederick Street
Moreno Valley, CA 92552
Phone: (951) 413-3130

APPROVALS

Clerk of the Board (SEAL)

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

_____ Dated: _____

JUAN C. PEREZ

Director of Transportation and Land Management

APPROVED AS TO FORM:

COUNTY COUNSEL

_____ Dated: _____

BY: DEPUTY

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

John F. Tavaglione

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

KECIA HARPER-IHEM

CITY OF MORENO VALLEY Approvals

APPROVED BY:

_____ Dated: _____

PRINTED NAME

City Manager

APPROVED AS TO FORM:

_____ Dated: _____

PRINTED NAME

City Attorney

ATTEST:

_____ Dated: _____

PRINTED NAME

City Clerk

EXHIBIT A • VICINITY/PROJECT MAP

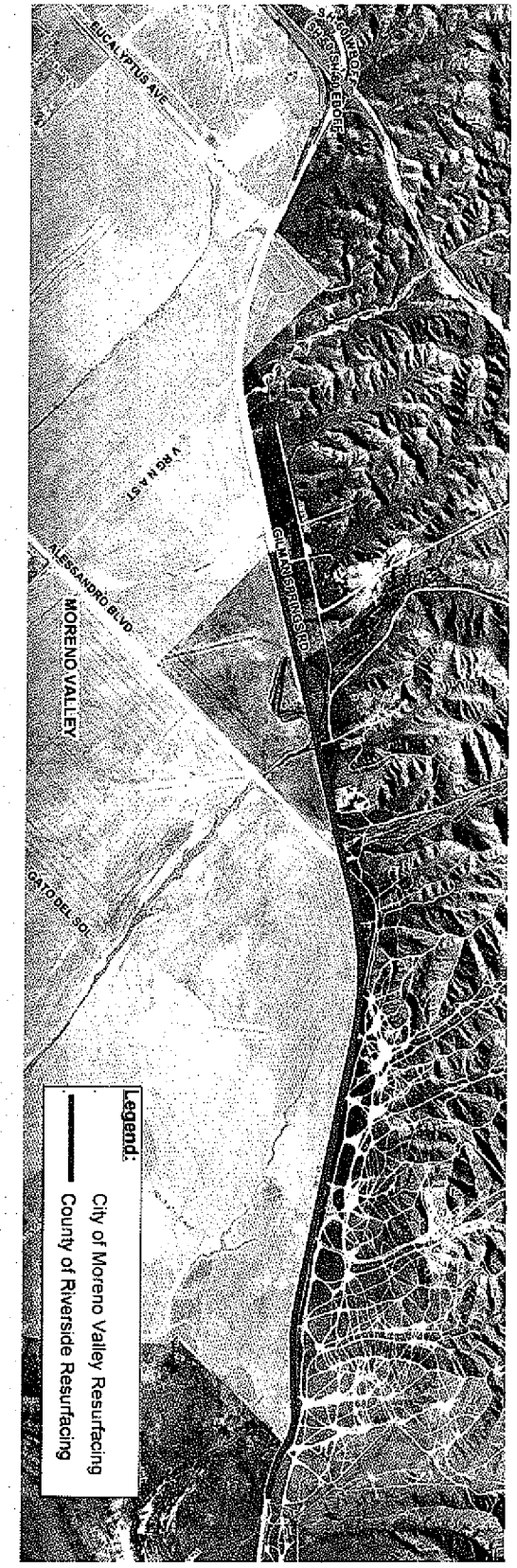

EXHIBIT B • PROJECT BUDGET AND SCHEDULE

COST ESTIMATE:

GILMAN SPRINGS ROAD RESURFACING/OVERLAYING:

TASK	CITY OF MORENO VALLEY	COUNTY OF RIVERSIDE	TOTAL
Construction (including 15% contingency)	$ 560,000	$ 1,290,000	$ 1,850,000
Construction Inspection, Material Testing, Construction Survey (15% of Construction Cost)	$ 84,000	$ 193,500	$ 277,000
TOTAL COST	**$ 644,000**	**$ 1,483,500**	**$ 2,127,500**

GILMAN SPRINGS ROAD AND ALESSANDRO BOULEVARD INTERSECTION IMPROVEMENTS:

TASK	CITY OF MORENO VALLEY	COUNTY OF RIVERSIDE	TOTAL
Construction (including 15% contingency)	$ 135,000	$ 0	$ 135,000
Construction Inspection, Material Testing, Construction Survey (15% of Construction Cost)	$ 20,250	$ 0	$ 20,250
TOTAL COST	**$ 155,250**	**$ 0**	**$ 155,250**

GILMAN SPRINGS ROAD CULVERT REPLACEMENT:

TASK	CITY OF MORENO VALLEY	COUNTY OF RIVERSIDE	TOTAL
Construction (including 15% contingency)	$ 35,000	$ 0	$ 35,000
Construction Inspection, Material Testing, Construction Survey (15% of Construction Cost)	$ 5,250	$ 0	$ 5,250
TOTAL COST	**$ 40,250**	**$ 0**	**$ 40,250**

TOTALFOR ALL PROJECTS:

TASK	CITY OF MORENO VALLEY	COUNTY OF RIVERSIDE	TOTAL
Construction (including 15% contingency)	$ 730,000	$ 1,290,000	$ 2,020,000
Construction Inspection, Material Testing, Construction Survey (15% of Construction Cost)	$ 109,500	$ 193,500	$ 303,000
TOTAL COST	**$ 839,500**	**$ 1,483,500**	**$ 2,323,000**

TENTATIVE PROJECT SCHEDULE

ENVIRONMENTAL CLEARANCE	**JULY 2012 TO MAY 2013**
DESIGN	**JULY 2012 TO AUGUST 2013**
ADVERTISE AND AWARD	**SEPTEMBER 2013 TO DECEMBER 2013**
CONSTRUCTION	**JANUARY 2014 TO JULY 2014**

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MV00174930

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: August 28, 2012

TITLE: APPROVAL OF THE AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH WILLDAN ENGINEERING TO PROVIDE UPDATES TO THE PAVEMENT MANAGEMENT PROGRAM – PROJECT NO. 801 0043 70 77

RECOMMENDED ACTION

Staff recommends that the City Council

1. Approve the Agreement for Professional Consultant Services with Willdan Engineering to provide updates to the Pavement Management Program.

2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with Willdan Engineering.

3. Authorize the issuance of a Purchase Order to Willdan Engineering in the amount of $117,000.00 when the Agreement has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with Willdan Engineering, up to but not to exceed the Purchase Order amount, subject to the approval of the City Attorney.

BACKGROUND

The City of Moreno Valley's maintained street network contains approximately 485 miles of roadways with three classifications: arterial, collector and local streets. To better maintain the network, the City developed the Pavement Management Program (PMP) in 1995 which provided the City with the necessary tools to inventory the street network, to evaluate and analyze pavement conditions, and to prioritize streets for

pavement rehabilitation. The PMP has been a very effective tool in assisting the decision-making process in the allocation of limited funds for street maintenance.

As the City continues to show dynamic growth with its population, infrastructure and maintenance needs, the PMP was last updated in 2009 to capture the changes in the street network. It is recommended that the PMP should again be updated so the City will have the most current information on pavement conditions that can be used in management decision-making for the allocation of limited funds and prioritization of streets for pavement rehabilitation. The Federal Highway Administration requires that the PMP be updated at least once every three years in order to be eligible for federal transportation funding.

DISCUSSION

On June 18, 2012, Request for Proposal letters for professional consulting services were sent to all consultants the City has on its approved on-call list for pavement management services. On July 2, 2012, three (3) consultants submitted their proposals for the project. City staff reviewed and rated the proposals according to the consultant's ability to complete the project requirements. The proposal from Willdan Engineering was selected as the most qualified for the project. An interview of the top firm was conducted, followed by negotiations on scope of services and fees.

The consultant will be responsible for updating the PMP database and street network, performing field surveys to collect and record all pavement conditions and distresses for all street segments, performing an analysis of the street network with the field data to produce an updated Pavement Condition Index (PCI), and preparing a comprehensive report that includes current PCI, work history, pavement rehabilitation recommendations for all streets, and budget recommendations.

ALTERNATIVES

1. By motion, approve and authorize the recommended actions as presented in this staff report. *This recommendation will allow for the much needed updates to the City's PMP and meet the Federal Highway Administration's requirements for eligibility for federal funding.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the much needed updates to the City's PMP and potentially disqualify the City from federal transportation funding.*

FISCAL IMPACT

The City Council approved a budget to update the PMP as part of the Fiscal Year 2012-2013 CIP Budget. The approved budget, in combination with the remaining funding for PMP included in Capital Projects Division Operating Budget (Measure "A" funds),

should provide sufficient funding for the PMP update work. There is no impact to the General Fund.

BUDGETED FUNDS FOR THE PROJECT:

Pavement Management Program (Account No. 2001-70-77-80001 801 0043 70 77)	$ 85,000
Capital Projects Operating Budget (Account No. 2001-70-77-45230)	$ 40,000
Total Available Funds	$125,000

ESTIMATED PROJECT COSTS:

Professional Consultant Services Costs	$117,000
City Staff Project Management Costs	$ 8,000
Total Estimated Project Costs	$125,000

ANTICIPATED PROJECT SCHEDULE

Field Survey of Street Complete	January 2013
Field Data Input and Analysis Complete	March 2013
PMP Database and GIS Updates Complete	April 2013
PMP Comprehensive Report Complete	June 2013

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

The contract with Willdan Engineering will enable the City to update the Pavement Management Program database, providing the City with updated information to use in the allocation of funds and prioritization of streets for pavement rehabilitation.

ATTACHMENTS

Attachment "A" – Project-specific Agreement for On-call Professional Consultant Services

Prepared By:
Quang Nguyen
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Acting City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

PROJECT SPECIFIC AGREEMENT FOR ON-CALL PROFESSIONAL CONSULTANT SERVICES PAVEMENT MANAGEMENT PROGRAM PROJECT NO. 801 0043 70 77

This Agreement is made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and Willdan Engineering, a California corporation, hereinafter described as "Consultant."

RECITALS

WHEREAS, the City has pre-qualified Consultant for On-call Consultant work in an Agreement ("On-call Agreement") executed on March 22, 2012, for Pavement Management Services hereinafter described as "Project"; and

WHEREAS, the City wishes to engage the services of Consultant for the Project set forth in Exhibit "A."

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

1. The previously executed On-call Agreement and subsequent Amendments, if any, between City and Consultant are incorporated herein by reference and made a part of this Agreement as if set forth in full and are available for review in the City Engineer's office. Notwithstanding any expiration or termination of the On-call Agreement or Amendment(s), if any, all terms and provisions of the aforementioned On-call Agreement and Amendment(s) incorporated herein shall survive the expiration or termination of such Agreement or Amendment(s) for the duration of this Project Specific Agreement. In the

Attachment "A"

event of a conflict between this Agreement and the On-call Agreement, the most current amendment shall prevail.

2. The City's scope of service is for the Pavement Management Program for Pavement Management Services and is described in detail in Exhibit "A" attached hereto and incorporated herein by reference.

3. The Consultant's scope of service is described in detail in Exhibit "B" attached hereto and incorporated herein by reference.

4. The City's responsibility is described in Exhibit "C" attached hereto and incorporated herein by reference.

5. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $117,000 in accordance with the payment terms provided in Exhibit "D," attached hereto and incorporated herein by reference.

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. This agreement will terminate on December 31, 2013, unless the termination date is extended by an amendment to the agreement.

8. Consultant shall provide updated insurance documentation, certificates or endorsements unless specifically waived by the City's Risk Manager.

SIGNATURE PAGE FOLLOWS

PROJECT SPECIFIC AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0043 70 77

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

CITY OF MORENO VALLEY

BY: _____
City Manager

_____
Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer

_____
Date

WILLDAN ENGINEERING

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

Enclosures: Exhibit "A" – City Request for Proposal/Scope of Services
Exhibit "B" – Consultant Scope of Services/Proposal
Exhibit "C" – City's Responsibility
Exhibit "D" – Terms of Payment

CITY REQUEST FOR PROPOSAL/SCOPE OF SERVICES

EXHIBIT "A"

TEL: 951.413.3100
FAX: 951.413.3279
WWW.MOVAL.ORG

MORENO VALLEY
WHERE DREAMS SOAR

14177 FREDERICK STREET
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805

June 18, 2012

Ms. Roxanne Hughes
Willdan Engineering
650 E. Hospitality Lane, Suite 400
San Bernardino, CA 92408

Subject: Request for Proposal and Not-to-Exceed Fee for Pavement Management Program (PMP) Update Services
Project No. 12-12554150

Dear Ms. Hughes:

The City of Moreno Valley is requesting a proposal for services and not-to-exceed fee for the subject project, in accordance with the On-call Agreement for Professional Consultant Services for Pavement Management Services dated April 16, 2012.

The City is interested in contracting for professional services to evaluate current conditions for all City-maintained streets in the City's network that includes arterials, collectors and local streets; update the MicroPaver database; generate a new pavement condition index (PCI); generate a comprehensive PMP report; and update the City's GIS pavement layer.

The City completed a PMP Update in 2009, and a copy of the PMP report is on file with the Capital Projects Division and available for review by contacting Quang Nguyen at (951) 413-3159. The City's network consists of approximately 133 street centerline miles of arterials, 34 miles of collectors, and 318 miles of local streets. The City is currently using MicroPaver Version 6.5 to manage the PMP.

In general, the following services to be performed by the Consultant shall include, but not be limited to:

Project Meetings: Upon receiving a Notice to Proceed, the Consultant shall have a kick-off meeting to discuss project details and expectations. A project schedule should be generated and submitted for quality control purposes that will include the Consultant periodically meeting with the City's Project Manager for reviewing project status and resolving any issues that may arise during the project.

Field Survey: A field survey shall be conducted on all City-maintained streets to collect all pavement distresses (type, extent, and severity) to include, but not be limited to, longitudinal and transverse cracking, alligator cracking, raveling, rutting/corrugation, patching, block cracking, edge cracking, bleeding/flushing, etc. in accordance with MicroPaver guidelines and accepted

industry standards. Through the use of field data collection, the Consultant shall explain the method(s) that is/are being proposed, how the data is collected and analyzed, and what quality control measures are used to obtain accurate field data. City staff reserves the right to ride along with Consultant field inspectors to verify pavement collection methods and data accuracy. All field operations shall be in accordance with OSHA safety standards.

Inventory: The City's MicroPaver database has a street inventory, which stores such information as street widths, segment and lane lengths, number of lanes, rank, date and type of construction, date and type of last known surface treatment, etc. The Consultant shall update any missing and/or obviously incorrect information in the database as a result of their field survey and review of work history records. The Consultant shall review the existing street segment database and modify the database (breaking up long segments or combining small segments together) as necessary to obtain a more manageable street segment inventory. The Consultant will verify the existing street lengths and pavement widths during the field survey and update the database.

MicroPaver Database Update and Analyses: After the field survey is complete, the data shall be entered into the City's current MicroPaver database and analyzed to provide necessary information for the creation of the pavement performance curves and decision models. The Pavement Condition Index (PCI) shall be calculated for each pavement section of the streets. The Consultant shall also include a provision in the proposal for quality control checks throughout the data entry process, as well as an explanation of the benefits of the quality control method that is employed.

Reporting and Submittals: A comprehensive report shall be prepared to include an executive summary suitable for an audience of managers or City Council members, a short discussion of the City's network and the PMP and methods of collecting and analyzing data, a PCI report, an inventory/condition analysis report, a work history report, an action forecast/maintenance report based on available budget and budget recommendations to maintain and improve existing overall PCI rankings, and all exhibits, tables, and maps supporting these reports.

A draft report shall be submitted to the City for review and quality control prior to submitting the final report. Three hard (3) copies and one (1) digital copy of the final comprehensive report shall be submitted to the City.

PMP-GIS Layer Update: The Consultant shall make necessary modifications to the City's existing PMP/GIS layer to reflect updated PCI values and corrections/updates to the City's network. Roads not already present on the City's existing PMP/GIS layer shall be identified and included as a part of this update. The final deliverable for this task shall be a PMP/GIS shapefile (.shp) that is compatible with ESRI's ArcView 10 software. The Consultant is required to coordinate with the City's GIS Division for other requirements on the format of the electronic files/submittals.

Technical Support: The Consultant shall provide technical support to City staff in the preparation of the budget and Capital Improvement Plan, as well as responding to questions and

inquiries related to the PMP Updates project. This is estimated to be two (2) full days of technical support.

The City's schedule for completing the PMP Update project is as follows:

Proposal Due Date:	July 2, 2012
Proposal Review and Selection by:	July 13, 2012
Kick-off Meeting:	July 30, 2012
Field Survey:	August 6, 2012 to December 28, 2012
PCI Analysis and PMP Report:	January 2, 2013 to May 24, 2013
PMP/GIS Layer Updates:	May 27, 2013 to July 26, 2013

Three copies of your proposal and fee should be submitted **no later than 5:00 p.m. on July 2, 2012,** to:

Quang D. Nguyen, Senior Engineer, P.E.
City of Moreno Valley
Public Works Department
Capital Projects Division
14177 Frederick Street *(hand delivery)*
P.O. Box 88005 *(mail delivery)*
Moreno Valley, California 92552-0805

Proposal review and consultant selection will be based on:

1. Project Understanding – Does the Consultant understand the project's objectives and issues as well as quality control requirements? (20 points)
2. Project Deliverable Plan – Does the Consultant have a sound, executable work plan? (30 points)
3. Project Resource Allocation –Does the proposal reflect efficient utilization of experienced, dedicated project managers, inspectors and staff? (30 points)
4. Project Deliverable Schedule – Does the proposal reflect timely deliverables at appropriate milestones? (20 points)

The Political Reform Act and the City's Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract. The City Manager has the authority to determine on a case-by-case basis, based on the guidance provided by the Fair Political Practices Commission (FPPC) whether a particular consultant needs to comply with the disclosure requirements. If compliance is required, the consulting agency will receive an Economic Interest Statement (Form 700) from the City Clerk's office for completion. Please complete and return the three forms.

If you have any questions, please contact Quang Nguyen, Senior Engineer, P.E., at 951.413.3159.

Sincerely,

Quang D. Nguyen, P.E.
Senior Engineer

QDN:db

Enclosures: Forms Regarding Statement of Economic Interest (3 pages)

c: Project File

W:\CapProj\CapProj\PROJECTS\Quang - 12-12554150 - Paver Update\2012 PMP Update\Consultant\RFP\Letter - RFP & Not-to-Exceed Fee (Willidan)_6-13-12.doc

CONSULTANT SCOPE OF SERVICES/PROPOSAL

EXHIBIT "B"

WILLDAN Engineering | extending your reach

July 2, 2012
Revised July 26, 2012

Mr. Quang D. Nguyen, Senior Engineer, PE
City of Moreno Valley
Public Works Department
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805

Subject: Proposal and Not-to-Exceed Fee for Pavement Management Program (PMP) Update Services
Project No. 12-12554150

Dear Mr. Nguyen:

Willdan appreciates the opportunity to submit this proposal for professional engineering and consulting services to update the City's Pavement Management Program (PMP). Our pavement engineering team has prepared a large number of pavement management programs, and also has extremely strong experience in design and construction management of annual overlay and slurry programs in numerous cities in Southern California. As contract city engineer in many cities over the past 25 years, our team has had the opportunity to review the long-term results from the full range of pavement strategies implemented on thousands of streets in varying conditions. We also have familiarity with many pavement management programs and their varying approaches, and have been involved in custom pavement management program development to enhance the analysis and reporting capabilities as needed to fully address each client's particular needs.

The Willdan MicroPaver Program has very significant customization of data processing and output, though the central base is the MicroPaver program. As you may be aware, MicroPaver does not provide a process for assigning streets to an optimal overlay program or slurry program, and actually has no features to optimize application of the budget to various PCI levels. Willdan has developed automated programs that accomplish all this and also offer excellent graphical representations. We have developed these processes in numerous cities and on numerous updates.

The Willdan team offers the following advantages to facilitate your decision to select Willdan:

- The Willdan Program provides credible determination of current and future needs, with annual and five year cost projections based on customizable CIP budgets that are optimized to increase PCI over time while reducing unfunded maintenance backlog. Willdan has prepared close to 100 pavement management program reports for cities in Southern California, the majority of them MicroPaver based. Since commencing PMP development in 1984, we have continuously improved and adapted our pavement management programs to new construction materials and methods to provide the most cost-effective solutions for maintaining street programs.

- Willdan's field rating technique uses a highly qualified pavement rater that walks each street segment and documents the distresses on specialized rating forms designed to quickly and efficiently capture quantities and severities for all of the required distress patterns. Since the rater is physically walking the street, he also makes notes on the rating forms documenting additional observations such as deficient drainage conditions or needed updates to segment limits based on noted recent construction or other field conditions. This process captures not only the distress data, but also assists the engineer with adjusting rehabilitation strategy assignments to fit identified field conditions and providing quality control updates to the existing data for better accuracy.
- Willdan is adept at providing GIS compatible PMP data. Since 2001, Willdan has provided direct linkage between MicroPaver and GIS on all programs. The City's base PMP-GIS layer will be updated and utilized for color-coded mapping of street characteristics, such as segment ID numbers, Construction History, PCI values and recommended maintenance strategies. Naturally this is extremely helpful for city management staff and city council to visualize and familiarize themselves with various aspects of the street system.
- Our pavement engineers work closely with our contract city engineers and directors of public works in cities with long-term contracts running 20 years or more. This provides the unique opportunity to monitor the performance of virtually all pavement rehabilitation strategies over extended periods to see how they perform and what their expected lifespan will be. This important information is integrated into the Willdan PMP's to provide more cost-effective strategies and to better project long-term performance of the roadway network.

Project Understanding

Experience of Firm and Proposed Team

Willdan, and in particular the project team we offer for this contract, has direct experience with developing, implementing, and updating programs in many cities throughout California. The team has established and updated the MicroPaver programs in the cities of South Gate, Rosemead, Bell Gardens, Paramount, Bellflower, Rolling Hills Estates, Ridgecrest and Hawaiian Gardens. Several of these clients routinely use Willdan to perform their PMP Update on a three-year cycle. Through this depth of experience, the Willdan team offers demonstrated ability to develop cost-effective strategies to optimize the application of available City budget through time in a manner that will result in a decrease in unfunded maintenance backlog and corresponding increase in the network-wide average PCI. The cost parameters are developed in concert with the City staff to ensure that the available City resources, such as the Street Maintenance Division, are leveraged to attain the optimal allocation of funds and resources over time.

Project Understanding

The City of Moreno Valley's existing Pavement Management Program (PMP) was updated using MicroPaver software in 2009; including all public streets. The local streets were actually rated in the summer/fall of 2007, with the arterial/collector street rating conducted in fall/winter of 2009. It is understood that the City requires a single comprehensive program update that includes field rating all public streets, performing quality assurance for both the field data collection and the existing street data inventory in the current PMP, processing the data and providing a draft and final 2012 PMP update report. The City's current PMP-GIS Layer will also

be updated to incorporate the new information. The requested services for the 2012 PMP Update must meet the following two primary objectives:

- Update the existing PMP by evaluating the existing condition of all pavements within the City's roadway network; establish credible determination of current and future maintenance and rehabilitation needs; develop and provide an action forecast/maintenance report identifying recommended budget levels to maintain and improve the overall PCI rankings.
- Update the City's GIS-PMP Layer with the revised PMP data and provide an updated PMP-GIS shape file (.shp) that is compatible with the City's ArcView10 ESRI software.

The City of Moreno Valley desires a pavement management program report with recommendations that are reliable for applicability to each specific street, and not just on the network level. Data and processing must provide accurate quantities and costs, which are fully commensurate with actual field conditions on the individual streets. This applies especially to the division between major maintenance and minor maintenance. The program should be reliable in providing this division such that it is defensible on a rational structural basis and on a basic aesthetic level as well. The City will only find true satisfaction from the pavement management program through the following attributes:

- Accurate CIP priorities and costs that can stand up to scrutiny of City Council and local residents on a line item basis comparison segment-by-segment. Willdan's enhanced data processing provides this level of confidence.
- Reasonably accurate projections of future conditions and maintenance needs based on City selected funding levels which are optimally distributed to various PCI ranges with emphasis on maintaining streets in good condition as opposed to overspending on repair of streets already in very poor or failed condition. Willdan's enhanced budget forecasting procedures provide for iterative adaptation to target the most efficient budget allocation parameters.
- Optimum pavement management priority listing of streets for maintenance and rehabilitation based on an established City budget. Priority listings are provided by benefit/cost ratio as well as PCI.
- A highly efficient and effective data collection system with a high degree of quality control to ensure accurate, repeatable results. Willdan's proprietary rating forms and "boots on the ground" approach to field rating accomplishes this need.
- Ability to store and print reports of full construction history for each street segment.
- Full linkage with GIS for production of graphic exhibits of pavement characteristics for each segment, including budget year, PCI, next maintenance strategy, priority, etc.

Project Approach

The commonly used MicroPaver program, the same in use in Moreno Valley, can store a large array of data and has a very highly developed PCI calculation system. The important aspect here is that priorities, strategies, and costs are fully optimized to produce the desired improvement in overall average PCI. The Willdan enhancements take the MicroPaver network level analysis down to full effectiveness on a segment-by-segment basis. Further, the program can be fine-tuned to identify that most advantageous break point between overlay, patching and slurry specific to the documented condition of the Moreno Valley street system.

Data Comprehensiveness

Data assimilated for a PMP must be reasonably accurate and include all of the information necessary for a meaningful assessment of pavement conditions. An accurate record of quantity and severity of most types of cracking, for example, including singular, alligator, and block and singular cracking, is necessary. These are the keys to identifying the street's present stage in the life cycle curve. Naturally, there are hosts of other deterioration categories that are necessary and useful to develop a meaningful PCI, but at the same time they must not overly affect the PCI. For example, raveling and utility cuts should not push the PCI into an overlay category, when the street is otherwise structurally sound.

Although all of the required distress data for full implementation of MicroPaver guidelines will be collected, emphasis is on crack data. This is the key to cost-effective maintenance. The type of cracks and quantity of cracks and base failure are the factors which determine an overlay or reconstruction or other structural repairs. These are the most costly forms of maintenance, and therefore, the predominant savings can be realized in this area. *Keep in mind that saving money on maintenance is the primary reason for having a PMP.*

System Performance

The Willdan enhanced system is fully automated to produce accurate priorities and costs for individual street segments, which allows for accurate and cost effective budgeting and projection of future performance. The projections can be made substantially more accurate by incorporating Willdan's optional Structural Index, rather than just the PCI.

In summary, the Willdan system approach provides an efficient method that yields a very practical and effective tool for simplifying the complex task of maintaining a roadway network at the least cost. Our team has such depth of expertise that it was possible to set up the system so that the elements of ease of use, efficiency, and accuracy in performance are brought together for the City to enjoy on this project and on many updates to follow. Willdan's approach will use our enhanced system and provide the following essential elements:

1. Update the current pavement inventory for new streets, with categorization parameters, including the characteristics of the roadway such as traffic and pavement types.
2. A convenient and efficient visual rating and data input procedure to provide a cost effective and accurate update. The Willdan field rating system covers the entire street, not just sample segments, so such things as widespread cracking and bleeding near intersections are not neglected in the analysis. Previously recorded PCI information will be checked against actual field conditions such that data that is highly out of correlation with current conditions can be noted early in the process, thereby expediting the QA/QC process.
3. Update of construction history for any project records provided by the City and also based on field observations. During field inspection, previously recorded construction history will be checked against actual field conditions such that erroneous records can be corrected.
4. Preparation of an updated database of condition information established in a manner that will provide a truly effective and meaningful Pavement Condition Index (PCI) for each street. The PCI is the common basis for prioritizing overlay projects; however it can be highly misleading due to the 19 distress types it includes. The Willdan system relies

on using a benefit/cost analysis to bring solid engineering evaluation in the prioritization process.

5. Linkage of new elements of the PMP with the existing GIS-PMP to allow for representation of the full system of PMP street segments in any form or combination desired.
6. A method to accurately determine present and projected future network status and associated funding schedule on graph exhibits. Willdan has developed an enhanced forecast system, which can use not only PCI, as used MicroPaver, but also a Structural Index (SI), which is much more accurate because it projects something that can reliably be estimated. With 19 elements within PCI, projections are inherently inaccurate, simply because things such as bleeding, raveling, bumps, sags, and utility cuts cannot be accurately forecasted over time, but they have a powerful effect on PCI. The SI is a simplified indicator of the actual structural degradation that simply and effectively prioritizes rehabilitation needs.
7. The Willdan forecasting report will be optimized for expenditures at various PCI levels: worst-case conditions, below critical and above critical. City street systems respond to funding of these different levels in different ways. Some cities need a lot of funding at low PCI levels for the fastest catch-up on backlog, while other cities do best with a predominance of funding above the critical level. Other cities lie anywhere in between and the difference of ultimate outcome is quite dramatic. Only Willdan has the capability in its system to run this analysis to find the optimum program.
8. Numerous tabular reports covering major maintenance inventory and minor maintenance inventory by priority and alphabetic; a five-year budget report with streets list by year; and other overall listings of road type, geometry, traffic, and condition to facilitate cross reference to needed information.
9. Construction history listing capabilities for the original construction, previous overlays, and slurries on each street segment (based on available information).

Project Scope of Work

Willdan Engineering shall provide a comprehensive update of the City's existing 2009 MicroPaver database and PMP using Willdan's enhanced MicroPaver PMP system. The existing PMP data will be reviewed for accuracy, then corrected and fully updated and developed to meet the stated project objectives.

Task 1 – Program Management

1. Attend a kick-off meeting with City representatives to review the project in detail, and determine the City's specific requirements.
2. Maintain continuous communication with the City of Moreno Valley Project Manager. Ms. Hughes will provide updates through emails communicating project status every other week. Phone calls will be utilized when an information exchange is necessary between the monthly progress meetings.
3. Provide agendas of special items for discussion and minutes listing actions.

4. Provide a detailed project schedule with updates on a monthly basis. Microsoft Project Schedule will be utilized to track the project. A baseline schedule will be recorded and monthly schedule updates will be provided.
5. Maintain continuous awareness of the status of each task as it proceeds and make provisions to expedite and resolve any difficulties that may impede progress. Ms. Hughes will be the single point of contact with the City's Project Manager with full responsibility for project performance.

City Furnished Services/Information

The City shall furnish all available work history since the 2009 update, field data or maps and existing PMP report dated 2009, and electronic copy of the PMP database files (.mdb).

Deliverables

- Kick-off Meeting
- Bi-Weekly Status Emails
- Monthly Progress Reports
- Monthly Schedule Update

Task 2 – Field Survey

Willdan will collect, evaluate, verify and transfer all data to be incorporated in the pavement management program. The update, as stated in the RFP, includes approximately 485 centerline miles of arterial, collector and residential streets maintained by the City. The current PMP database includes 3,364 individual pavement segments. A field survey shall be conducted over the entire City street network to collect all pavement distresses (type, extent, severity) consistent with the MicroPaver program guidelines and industry standards. The field survey scope of work will include the following:

1. Obtain City's current GIS-PMS Layer and generate Citywide street segment rating maps for the entire street network, divided into four geographical quadrants, using ArcGIS.
2. Export the current PMP access data into Excel and prepare a data entry spreadsheet to correlate with rating forms for future data entry. Prepare a summary table of the existing street inventory for each quadrant for use by the field rater to verify data during field review.
3. For each quadrant of the street network, record in the field quantities of observed distress conditions for existing streets, on pre-printed rating forms using Willdan's enhanced data gathering system. The inspection will be on a block-by-block basis, recording all pavement distresses for the entire paved area as opposed to only small "representative" inspection units. This rating approach has a high degree of repeatability, since it consistently captures all distresses as a ratio of total pavement area.
4. The rater will also review the previously recorded road inventory data and note any discrepancies with field conditions or new information pertinent to rehabilitation strategies directly on the field rating form, on a segment by segment basis.
5. For each quadrant, input the rating data electronically into a spreadsheet matching the rating form, field by field.
6. Upon completion of the initial quadrant, a quality assurance spot check will be conducted. The project manager with randomly select approximately five percent of the

rating forms and conduct an independent field review to document accuracy and repeatability of the collected rating data. This procedure will be completed for each of the four quadrants, such that approximately twenty percent of the total project rating data is field verified in this manner. Documentation of the randomly selected segments, along with the results of the independent review and any corresponding corrective actions, will be submitted in a Field Rating QA/QC Summary Report.

7. Preprocess the data as necessary to upload field data into the Micropaver database (.mdb) for effective processing by MicroPaver.

Deliverables

- Field Rating Forms (scanned .pdf images of field forms)
- Field Rating QA/QC Summary Report

Task 3 – Inventory and Data Upload

Willdan will update any missing or obviously incorrect information in the City's existing PMP database and upload the new distress data into the corrected database. The scope of work for inventory and data upload will include the following:

- Using a combination of annotations on the field rating forms, input from City staff regarding their knowledge of existing deficiencies that they have noted in using the current PMP database, and a quality control review utilizing access database sort and query tools, verify and correct any noted inaccuracies or deficiencies in previously recorded PMP database.
- Update GIS-PMP layer to split or combine segments, and revise street inventory to be consistent with rating data.
- Transfer the preprocessed field rating data from Excel into the corrected Micropaver database (.mdb) and upload interface database into MicroPaver.
- In MicroPaver, update work history since the last PMP report. City staff may furnish a list of construction history for inclusion in the update. The information should include the year of construction, type of work (material and depth for overlays), street location and limits of work. In addition, previously recorded construction history will be proved against field conditions during pavement rating.
- Run Micropaver calculation modules to generate updated Work History and PCI information.

Deliverables

- Updated MicroPaver database including Section, Work History, Inspections, Distresses, Samples, and Conditions data (Microsoft Access .mdb file).
- Updated GIS-PMP layer consistent with revised PMP database inventory

Task 4 – PMP Update and Analysis

The updated database shall be utilized to create updated network level performance projections and decision models using an iterative process designed by Willdan. The scope of work will include the following:

Establish Program Parameters

1. Consult with City and determine maintenance techniques to be utilized:
2. Set maintenance costs for various PCI or structural index ranges, and set parameters required to execute programs in consultation with City.
3. Establish annual budget levels to use for initial comparison, in developing the preferred major maintenance expenditure levels.
4. Prepare family performance curves for street categories as agreed by City to provide for projection of future PCI values.

Deliverables

- Strategy Logic Tree for major maintenance and minor maintenance cutoff parameters
- Summary table of cost basis for selected maintenance strategies

Data Processing and Analysis

1. Process data using Willdan's enhanced PMP system to provide information reports for City's preliminary review as follows:
   - ✓ Run the PCI report, which lists all streets and their present PCI and SI along with certain street data elements.
   - ✓ Quality Control review data output by comparing calculation PCI and SI information to the actual street rating forms. A new random sampling of ten percent of the data will be selected and cross-checked to verify that the calculation information is in alignment with the field rating forms. This is an important QA/QC step, as any processing discrepancies will easily be observed if the recorded distress data does not correlate with the resultant PCI and SI values generated.
   - ✓ Correct any noted deficiencies and re-run the PCI report.
   - ✓ Run the PCI frequency report (number of segments in PCI categories) now and for a selected number of years in the future with no funding, to be run City-wide and in each maintenance zone.
   - ✓ Run the budget condition forecasting report to maintain pavements above selected average PCI values extending 15 years into the future, and more importantly, control and reduce the backlog of major maintenance in the future. (This will be used to gauge appropriate funding levels.)
   - ✓ Optimize application of funding to above critical PCI, below critical PCI and worst-case conditions in order to provide the most cost effective program implementation.
   - ✓ Run the major maintenance projection report for unlimited budget to portray the total backlog at present.
2. Prepare the results of projections as follows:
   - ✓ Bar graph of unfunded backlog over the years of the projection.
   - ✓ Circle charts of condition groupings resulting from future projects.
   - ✓ Line graph of average PCI change over the years.

Task 5 – Reporting and Submittals

A comprehensive 2012 PMP Update report shall be prepared, including a preliminary data report summarizing the results of the initial program parameters and a final report that has been modified to include requested revisions. The scope of work will include the following:

Preliminary PMP Data Report

1. Compile the information from the data processing and analysis into a preliminary report of findings about the street system status.
2. Submit preliminary PMP Data Report to the City. Review the preliminary report with the City staff to decide which budget levels will be most appropriate to investigate projections into the future and refine strategies as needed.
3. Run multi-year projections at selected budget levels agreed to by the City to find the optimal funding approach for proportions applied to worst case, above critical and below critical PCI ranges.
4. Consult with the City to review the updated projection outputs to establish the basic program for a system-wide maintenance.

Deliverables

- Preliminary Draft PMP Report, including list of streets needing restructuring prioritized by benefit/cost ratio with individual cost calculation for each street segment.
- Consultation to review report output

Final PMP Update Report and GIS Update

1. Run the final selected multi-year projection to produce a bar graph of backlog and line graph of average PCI citywide.
2. Prepare a five-year budget for major and minor maintenance as follows:
   - ✓ Generate a spreadsheet from MicroPaver with selected fields of data for strategy, priority, and cost determinations.
   - ✓ Provide customized formulas to generate costs and other information relevant to the next proposed improvement.
   - ✓ Sort list by descending benefit/cost ratio, break the list into respective budget years by sub-totaling the improvement costs to the annual budget amount. The annual budgets will be adjusted to bring the optimal number of streets in various PCI ranges into the funding program.
   - ✓ Provide prioritized slurry seal program based on identified minor maintenance needs.
3. Update the GIS-PMP Layer to link PCI, SI, major and minor maintenance strategy assignments and budget years to the street inventory.
4. Compile all generated information into a report including sections including Executive Summary, Glossary, Pavement Management Programs, The Moreno Valley Pavement Management Program, Findings and Recommendations, Implementation, Future Projections, and Data Retrieval.

5. Provide color coded mapped representations of streets as follows:
   - ✓ Work History
   - ✓ PCI
   - ✓ SI
   - ✓ Budget Year
   - ✓ Minor Maintenance Strategy
   - ✓ Major Maintenance Strategy
6. Provide the City with the updated shape files for their GIS-PMP Layer updated to link to the new pavement management program.

Deliverables

- Three hard copies of the Final 2012 PMP Update Report
- One digital copy of the Final 2012 PMP Update Report
- GIS-PMP shape file (.shp) for Arcview10 ESRI software

Task 6 – Technical Support

Willdan shall be available for assisting City staff in fully implementing the PMP into the City budget and Capital Improvement Program, as well as to respond to inquiries related to the PMP update project overall. As indicated in the RFP, we have provided for two full days of technical support to be provided by our Project Manager, Ms. Roxanne Hughes.

Project Team

Principal Staff

Willdan has key personnel assigned to pavement management services. They are highly experienced in the necessary fields to effectively perform the requirements of pavement management projects. Two key employees, central to producing an excellent PMP are the project manager and pavement field rater. Ms. Roxanne Hughes, Willdan's proposed Project Manager, will serve as the only contact for the City of Moreno Valley and is crucial to ensuring the project remains on-track, within budget and on schedule. She will also run the reports and be the main contact with the City on setting program parameters for optimizing the Moreno Valley PMP budget levels and the five-year street maintenance program.

Willdan Project Manager Commitment

Ms. Roxanne Hughes, PE
374 Poli Street, Suite 101
Ventura, CA 93001
(805) 653-6597, ext. 1010
(805) 643-0791 fax
rhughes@willdan.com

Proposed Team

The Willdan team will provide the City of Moreno Valley with both the professional expertise and the local experience to ensure the project is well executed and meets local needs. Their demonstrated competence in performing related tasks on schedule and within budget is detailed below. The table below briefly summarizes the highly qualified staff assignments for this project. Full project team resumes are also provided in the appendix to this letter.

Willdan agrees that its proposed team will serve the City of Moreno Valley for the duration of the PMP update process. Before substituting for any team member or adding any additional team member(s), Willdan will provide 30 days' notice to the City of Moreno Valley and obtain express permission from the City.

Name/Title	Relevant Experience	Education/Registrations
Project Manager / Pavement Engineer		
Ms. Roxanne Hughes, PE	▪ Principal Project Manager in City Engineering ▪ 14 years of experience in civil engineering with a focus on pavement management and rehabilitation ▪ Expertise with multiple PMP software systems and application of Willdan system enhancements ▪ Solution oriented problem solving capabilities and effective communication skills	▪ B.S. Civil Engineering, California Polytechnic University, SLO ▪ California, CE 62381
Ms. Roxanne Hughes, PE, is a Principal Project Manager for City Engineering at Willdan, with more than 14 years of experience in municipal engineering with a focus on pavement management and roadway rehabilitation. She has overall responsibility for the implementation of the City's PMP Update. As Project Manager, Ms. Hughes will supervise all aspects of system development and personally be involved in all parts of the work including field rating difficult streets, proofing data items, running computer reports, and preparing the program report. Her excellent understanding of pavement life cycle and repair methodologies coupled with her solution oriented problem solving capabilities makes her ideally suited for this assignment.		
QA/QC		
Mr. Adel M. Freij, PE	▪ Principal Project Manager in both Construction Engineering and City Engineering ▪ 22 years of experience with a focus on municipal CIP projects	▪ BS, Civil Engineering, University of Missouri, Kansas City ▪ Resident Engineer Academy ▪ California, CE 55564
Mr. Adel M. Freij, PE, is an accomplished project manager and construction manager for large-scale multi-discipline public works projects who is recognized for providing innovative quality engineering and construction management services and meeting clients' project budgets and schedules. A Deputy Director for City Engineering at Willdan, Mr. Freij has 21 years of engineering and construction management experience on many types of Capital Improvement Projects, including street reconstruction, street widening, overlay and slurry seal, bridge construction, flood control and drainage, water and sewer improvements, traffic signals, signing and striping, and landscape and park improvements. Mr. Freij has provided QA/QC on many of Willdan's PMP Reports and is a valued member of this project team. With his background he is ideally suited to review the output of the program to ensure that it meets the quality and usefulness standards of the City.		

Name/Title	Relevant Experience	Education/Registrations
Senior Advisor		
Mr. Thomas Kirk, PE	• Senior advisor for all pavement engineering at Willdan • Over 30 years experience with pavement management and road rehabilitation engineering and construction • Architect of Willdan's enhanced PMP system software	• University of California, Los Angeles, Bachelor of Science, Civil Engineering, Specialty in Construction Engineering Civil Structures • Graduate Study in Computer Information Systems • Computer Programming Certificate RCE, California, No. 31843
Mr. Thomas Kirk, PE, is a Project Manager and Pavement Engineer at Willdan Engineering and will provide consultation for project implementation. He has been fully involved in research and development of pavement maintenance techniques for the past 25 years. Mr. Kirk keeps abreast of all developments in pavement maintenance methods and pavement management programs. His field of specialization in the civil structural area is applied to determining the practicality of various maintenance methods. He played a central role in the development of the Willdan PMP and its later enhancements. As a Senior Advisor, Mr. Kirk will provide Ms. Hughes with technical support and pavement engineering and design supervision in an as-needed capacity.		
GIS Specialist		
Mr. Rex Miller	• ArcGIS software expert with 23 years of experience in a variety of GIS and GIS related software applications • Performed GIS linkage and mapping on numerous pavement management programs	• GIS Courses from Environmental Systems Research Institute (ESRI) • BS, Civil Engineering, University of Texas, Arlington
Mr. Rex Miller, PE has 13 years of experience as a civil engineer and 8 years experience providing technical support to civil engineering software users. He currently provides GIS consulting services to civil engineering firms and public agencies, and has provided GIS integration with pavement management programs for a number of cities. Mr. Miller will prepare the GIS linkage updates and report exhibits for this project.		
Data Collection/Pavement Rater		
Mr. Mohsen Soumi	• Has rated thousands of miles of pavement utilizing the Willdan enhanced data collection system • 20 years of experience in pavement rating and ACAD drafting	• Glendale Community College and Long Beach Community College Engineering and Architectural Major
Mr. Mohsen Soumi is a highly experienced pavement management program street rater. He has rated well over a thousand miles of local streets, arterials, and alleys using a number of different systems over the past 7 years. Using GIS maps and summary tables prepared by Mr. Miller, Mr. Soumi will collect the field data for the system. The field rating will be comprehensive, accurate, and consistent, with the segments properly defined. Any inaccuracies discovered in the 2009 data set will be identified and corrected for the 2012 update, including combining or splitting existing segments as appropriate based on field conditions.		

Team Availability

Our mission is "to achieve business success by delivering superior quality services to our clients" from initial project analysis through final report. Through all phases of project management, our emphasis is on strong leadership, cost-effectiveness, timely performance, the ability to meet project schedules and consistent reciprocal communication with clients and internal and external resources.

Responsiveness. The goal of the Willdan team is always to manage the project in the manner that agency staff would if they had the time and resources to do so. We respond to the project needs as an extension of the City's staff. In addition, with each project, we seek to understand the objectives of the project or task, the regulatory environment that surrounds it, the community concerns that affect it, and the technical needs that will bring it to a successful conclusion. We will seek to work seamlessly with agency staff and other stakeholders for success.

The following table illustrates the current workload of the project Team and their availability/ commitment for the City of Moreno Valley's project. Each team member is committed to this project for the duration of the contract and has adequate availability and expertise to successfully complete the requested services. The workload and availability summarized below represent a monthly average based on anticipated work assignments that are concurrent with this project schedule. The weekly commitment will vary to meet the project demands as appropriate. For instance, Mr. Soumi will be assigned to Moreno Valley at 100% commitment during the time he is performing the street rating and data upload assignments.

Team Member/Project Role	Current Workload	Availability/ Commitment
Roxanne Hughes, PE – Project Manager/Pavement Engineer	70%	30%
Adel Freij, PE – Quality Assurance	80%	20%
Tom Kirk, PE – Senior Advisor	35%	65%
Rex Miller – GIS Specialist	35%	65%
Mohsen Soumi – Pavement Rater	10%	90%

Quality Control/Quality Assurance

1. Pavement raters are always "retrained" at the beginning of any rating assignment by our pavement engineer in charge of database development. They are coached and tested on ratings the first morning, and their progress rechecked and verified within a few hours thereafter. The process will involve an independent rating by our engineer shortly after ratings by pavement raters. This process of quality assurance rating will continue for the first couple of days, or as needed until the consistency is established.
2. Supervisory proofing is provided on a spot-check basis throughout the assignment by our pavement engineer at a level of 20-25% of mileage. As described in the scope of work, this is accomplished by randomly selecting five percent of the rating forms as each City quadrant is completed and completing and independent field review of these street segments.

3. Data is first output to a spreadsheet to which formulas are attached to verify completeness and reasonableness of data. Sort and search macros are performed along with additional formulas to further verify field contents of the database.
4. After assimilation of the database in the spreadsheet is complete and verified on an automated basis, our pavement engineer scans, and searches for inconsistencies, prior to any use of the data.
5. Various query routines are run to provide groups of streets with same characteristics to verify functionality of the database for consistency in general. A quality assurance backcheck is performed to review the calculated results against the originating field review forms directly in order to ensure that the observed field conditions are in alignment with the calculated results. Only at that point is the data considered usable.
6. After our pavement engineer prepares the information output reports, various staff members review these reports, for overall usefulness and meaningfulness.
7. Independent proofreaders review all written documentation with both laymen and engineering backgrounds prior to publishing.

Project Schedule

The proposed project schedule is provided on the next page. This schedule is based on completing milestones per the City's target dates stated in the RFP, adjusted to the scope of work we have outlined above. Since the City has a MicroPaver based system network that will provide a solid foundation for this update, the progress should be direct and conform to the schedule included in this proposal. Many previous systems have followed this track and generally conformed to their schedules with only minor offsets due to various unforeseen factors.

2012 PAVEMENT MANAGEMENT PROGRAM UPDATE
CITY OF MORENO VALLEY

ID	Task Name	Duration	Start	Finish
1	Program Management	166 days	Mon 9/3/12	Mon 4/22/13
2	Project Management	165 days	Tue 9/4/12	Mon 4/22/13
3	Kick-off Meeting	0 days	Mon 9/3/12	Mon 9/3/12
4	Field Survey	130 days	Mon 9/3/12	Fri 3/1/13
5	Field Rating - ALL STREETS	110 days	Mon 9/3/12	Fri 2/1/13
6	QA/QC Summary Report	65 days	Mon 10/22/12	Fri 2/1/13
7	Inventory and Data Upload	95 days	Mon 10/15/12	Mon 2/25/13
8	Input Field Rating Data - Quadrant 1	2 days	Mon 10/15/12	Fri 10/19/12
9	Input Field Rating Data - Quadrant 2	5 days	Mon 11/05/12	Fri 11/09/12
10	Input Field Rating Data - Quadrant 3	5 days	Mon 12/31/12	Fri 1/4/13
11	Input Field Rating Data - Quadrant 4	7 days	Mon 2/4/13	Tue 2/12/13
12	Update GIS-PMP linkages	5 days	Wed 2/13/13	Tue 2/19/13
13	Upload Database	2 days	Wed 2/20/13	Thu 2/21/13
14	Update Work History	2 days	Fri 2/22/13	Mon 2/25/13
15	PMP Update and Analysis	11 days	Fri 2/22/13	Fri 3/8/13
16	Establish Program Parameters	5 days	Fri 2/22/13	Thu 2/28/13
17	Data Processing and Analysis	9 days	Tue 2/26/13	Fri 3/8/13
18	Reporting and Submittals	15 days	Mon 3/11/13	Wed 4/3/13
19	Preliminary PMP Data Report	5 days	Mon 3/11/13	Fri 3/15/13
20	Analysis and Consultation	3 days	Mon 3/18/13	Wed 3/20/13
21	GIS-PMP Update and Mapping	5 days	Thu 3/21/13	Wed 3/27/13
22	Final PMP Report	5 days	Thu 3/28/13	Wed 4/3/13
23	Technical Support	3 days	Thu 4/18/12	Mon 4/22/13
24	Assist with CIP Preparation	1 day	Thu 4/18/13	Thu 4/18/13
25	Respond to Inquiries	3 days	Thu 4/18/13	Mon 4/22/13

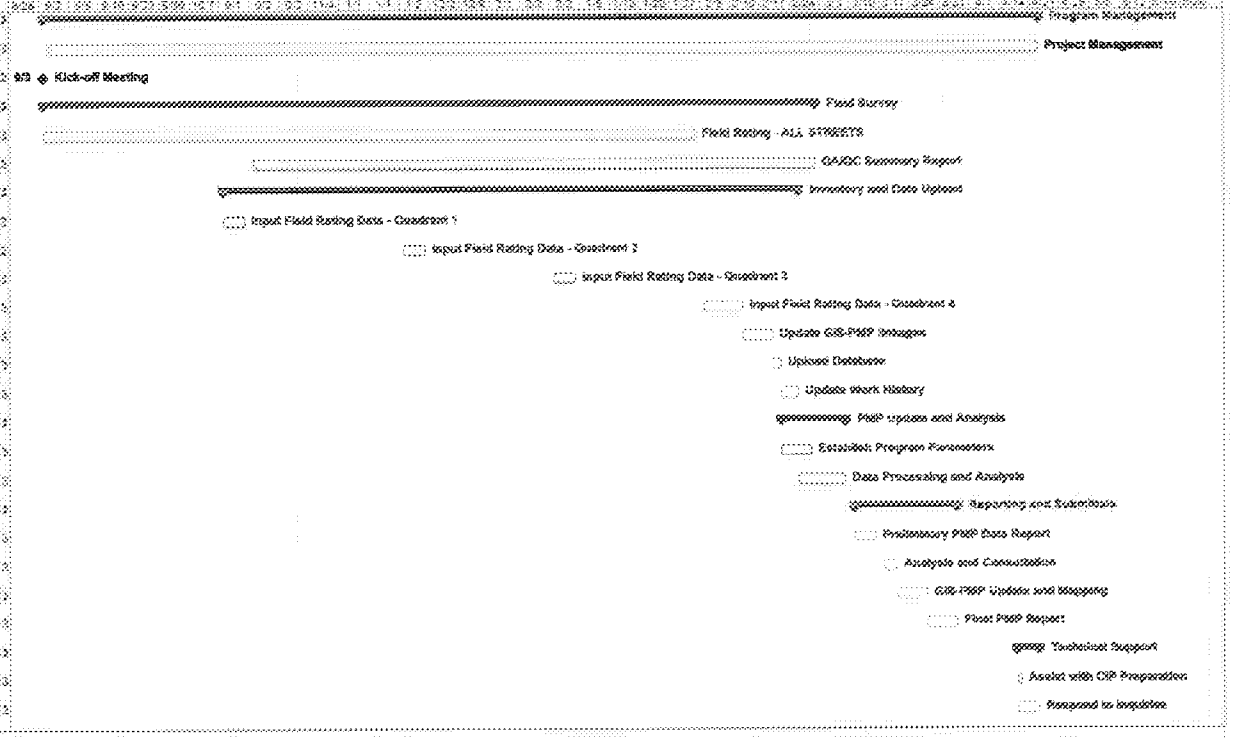

Project: Moreno Valley 2012 PMP
Date: Thu 7/26/12

Task | Critical Task | Progress | Milestone | Summary

Project Fees

Willdan Engineering is please to submit our fee proposal for professional engineering and consulting services to update the City's Pavement Management Program (PMP). We look forward to the opportunity to assisting the City in completing this very important project.

The cost for performing the PMP Update to include inspection of all 486 miles of City streets $117,000. A detailed manpower breakdown by task for this fee is show in the table below.

Detailed Manpower Breakdown by Task

PROJECT FEE	CITY OF MORENO VALLEY 2012 Pavement Management Program Update								
WILLDAN Description	QA/QC Manager $180	Principal Project Manager $170	Senior Advisor $140	GIS Specialist $120	Tech Aide Pavement Rating $68	Clerical $65	Total Hours	Direct Costs	Total Fee
Program Management									
Project Management		34				8	42		$6,300
Kick-off Meeting		4		4		1	9		$1,225
SUBTOTAL	0	38	0	4	0	9	51	$0	$7,525
Field Survey									
Field Rating - ALL STREETS		16	16	12	730		774	500	$56,540
QA/QC Summary Report	2	4	4			2	12	200	$1,930
SUBTOTAL	2	20	20	12	730	2	786	$700	$58,470
Inventory and Data Upload									
Input Field Rating Data		12			144		156		$11,832
Update GIS-PMP linkages		4		12	4		20		$2,392
Upload Database		6		2			8		$1,260
Update Work History		8					8		$1,360
SUBTOTAL	0	30	0	14	148	0	192	$0	$16,844
PMP Update and Analysis									
Establish Program Parameters		8	4			2	14		$2,050
Data Processing and Analysis		28	12	4		2	46		$7,050
SUBTOTAL	0	36	16	4	0	4	60	$0	$9,100
Reporting and Submittals									
Preliminary PMP Data Report	4	12	4			4	24	$50	$3,630
Analysis and Consultation		6	2				8		$1,300
GIS-PMP Update and Mapping		4		40			44		$5,480
Final PMP Report	8	24	2				34	$150	$5,950
SUBTOTAL	12	46	8	40	0	4	110	$200	$16,360
Technical Support									
Assist with CIP Preparation		4		4			8		$1,160
Respond to Inquiries		4		4			8		$1,160
SUBTOTAL	0	8	0	8	0	0	16	$0	$2,320
Additional Work if Requested by the City									$6,381
TOTAL PMS UPDATE FEE	14	178	44	82	878	19	1215	$900	$117,000

This fee is based on 3,364 segments in 486 miles of streets and alleys to be field rated. Unit price per segment for additional segments shall be $200 each.

The individual authorized to make representations to the City is:

Mr. Bill Pagett, PE, City Engineering Director
Willdan Engineering
13191 Crossroads Parkway North, Suite 405
Industry, CA 91746
(562) 908-6214, Email: bpagett@willdan.com

We would be pleased to meet with you or your staff to review more closely the advantages that Willdan can provide for your pavement management program update. Please contact myself at (562) 908-6214 or email bpagett@willdan.com or our Project Manager, Ms. Roxanne Hughes, PE, at (805) 653-2210 or email at rhughes@willdan.com to arrange a mutually convenient time for those discussions.

Respectfully submitted,

WILLDAN ENGINEERING

Bill Pagett, PE
City Engineering Director

Roxanne Hughes, PE
Principal Project Manager

Resume Appendix

Roxanne C. Hughes, PE

Principal Project Manager

Education
B.S. Civil Engineering
California Polytechnic University, SLO

Registration
California, CE 62381

Affiliations
American Society of Civil Engineers
American Public Works Association

14 Years Experience

Ms. Hughes is a Principal Project Manager in the City Engineering Group of Willdan. She has worked in varying aspects of Civil Engineering for over 14 years. Primary responsibilities include city engineering, project management, pavement engineering, street design, stormwater engineering and coordination and oversight of public works plan checking. Ms. Hughes has also served as the Deputy City Engineer for the City of Westlake Village since 2006.

Project Experience

Pavement Management

City of Ridgecrest, Pavement Management Services. Ms. Hughes provided pavement engineering services for conversion to MicroPaver and update of the 2002 citywide pavement management system from Street Saver. Services provided included creation of a citywide database describing all roadway segments with current pavement condition and historical treatment data for upload to MicroPaver, GIS linkage for use in the City's GIS and generating a full pavement management report with a five-year maintenance and rehabilitation strategy using assigned budgets.

City of South Gate, Pavement Management Services. Ms. Hughes is the project manager for the 2011 Pavement Management System update for the City of South Gate. Services include updating the existing a citywide database to include construction history that has occurred since the 2008 PMS was completed, develop and upload current pavement condition for the citywide bus routes, update GIS linkage for use in the City's GIS and generating a full 2011 pavement management report with a five-year maintenance and rehabilitation strategy using assigned budgets. The 2008 inspection data will be used for the streets and alleys that are not included in the pavement condition assessment along the bus routes.

City of Calabasas, Pavement Management Services. Ms. Hughes provided pavement engineering services for preparation of a citywide pavement management system. Services provided included creation of a citywide database describing all roadway segments with current pavement condition and historical treatment data, and generating a full pavement management report with a five-year maintenance and rehabilitation strategy using assigned budgets.

Morongo Band of Mission Indians, Pavement Management and Design Services. Ms. Hughes provided pavement engineering services to include preparation of a reservation-wide roadway pavement management system, projection of alternative roadway rehabilitation strategies, selection of an optimal strategy, and preparation of plans, complete specifications and engineer's cost estimate for implementation of a reservation-wide ARHM overlay project.

City of Westlake Village, Pavement Design and Construction Engineering Services. Ms. Hughes has provided ongoing pavement evaluation and maintenance program management for the City of Westlake Village since year 2000. Services provided include an annual review of the City street network, corresponding update of Capital Improvements Projects and implementation of the CIP street projects from design though construction. Implementation includes provision of complete Plans, Specifications and Cost Estimate, advertisement of bid, award of contract, construction management and project close out through notice of completion and release of retention. In years that STPL funds are programmed, the scope of work also includes full administration of the federal funding process to secure the funds, ensure federal compliance during construction and invoice Caltrans for reimbursement.

City of Calabasas, Annual Street Maintenance Program and Construction Engineering Services. Ms. Hughes prepared the federal Request for Authorization

Roxanne C. Hughes, PE
Continued

to Proceed with Construction, the plans, complete specifications and engineer's cost estimate for the federally funded Las Virgenes Road Overlay project in the City of Calabasas. This project included street repair, ARAM construction and Asphalt Rubberized Hot Mix (ARHM) overlay. Ms. Hughes also provided federal construction administration, labor compliance and construction inspection services for this project.

City of Fillmore, Pavement Management and Construction Engineering Services. Ms. Hughes provided pavement engineering services for updating the city-wide computerized Pavement Management System, preparing PS&E for the Annual Street Maintenance Program, and implementation of the resulting citywide ARHM overlay project. Pavement management services provided include performing pavement inspections, updating the PMS database, generating pavement condition reports, recommending streets for overlay/slurry seal and preparing plans, complete specifications and engineer's cost estimate for the City's FY 2001/02 Street Maintenance Program. The City's street maintenance program includes construction of ARHM overlay on streets selected for rehabilitation and Type II slurry seal on streets selected for maintenance. The project specifications prepared for the City's 2002 Street Overlay Project included implementation of innovative specifications to control asphalt-rubber binder production and mix design selection that resulted in a requirement for high quality ARHM product on this job. Construction engineering services provided include assisting the City with bid package preparation and advertisement, answering questions and issuing addenda during the bid period, conducting the pre-construction meeting, requesting, reviewing and approving all payroll, materials and mix design submittals for conformance with specifications, providing plant inspection and site inspection full time during project start-up and coordinating on-going construction observation, quality assurance testing and plant inspection for the duration of the project, preparing and processing change orders as necessary, tracking final quantities, reviewing and approving contractor invoicing, keeping a complete construction file and providing a final construction engineering report at project completion.

Adel M. Freij, PE

Quality Assurance/Control

Education
BS, Civil Engineering
University of Missouri, Kansas City
Resident Engineer Academy

Registration
Civil Engineer, California, No. 55564

Affiliations
American Society of Civil Engineers
American Public Works Association
Construction Management Association of America
Los Angeles City and County Engineers Association

22 Years Experience

Mr. Freij is an accomplished project manager and construction manager for large-scale multi-discipline public works projects who is recognized for providing innovative quality engineering and construction management services and meeting clients' project budgets and schedules. A Principal Project Manager for Construction Management and City Engineering, Mr. Freij has 22 years of engineering and construction management experience on many types of Capital Improvement Projects, including street reconstruction, street widening, overlay and slurry seal, bridge construction, flood control and drainage, water and sewer improvements, traffic signals, signing and striping, and landscape and park improvements. Mr. Freij is proficient at managing multiple subconsultants and combining various disciplines, often acting as an extension of Agency/City staff to provide close overall supervision of the engineering and construction management services on local, state, and federally funded projects.

Project Experience

City of South Gate, California Avenue Improvements. Project/ Construction Manager for the design and construction management services for the California Avenue Street Improvement project, with limits from the north city limit to the south city limit. The project included asphalt-rubber hot mix (ARHM) overlay, concrete repairs, access curb ramps in compliance with ADA requirements, video detection, LED, communication conduits, street lighting, and signing and striping. California Avenue is a key corridor in the City of South Gate that serves the Civic Center, where City Hall and the Police Department are located, and fronts various residential and commercial properties. Willdan's services included civil and traffic engineering design, pavement engineering, contract administration, construction observation, utility coordination, monument restoration, material testing, and federal labor compliance. The project was funded by STPL federal funds, Proposition C, and Gas Tax funds.

City of South Gate, Otis Street Improvements. Project/Construction Manager for the engineering design and construction management services for the Otis Street Improvement project, with limits from the north City limit to the south City limit. The project included asphalt-rubber hot mix (ARHM) overlay, new concrete gutter, concrete repairs, access curb ramps in compliance with ADA requirements, video detection, LED, communication conduits, signing and striping, and street lighting. Willdan's services included civil and traffic engineering design, pavement engineering, contract administration, construction observation, utility coordination, monument restoration, and material testing.

City of South Gate, Streets and Alleys Improvements. Project/Construction Manager for the engineering design, pavement engineering, design and construction survey, utility coordination, monument restoration, contract administration, construction observation, federal labor compliance, and material quality assurance services for the City's Street Replacement Program Phases I and II, and Alley Replacement Program Phase III. The improvements included reconstruction of alleys with PCC pavement and resurfacing of various City streets with ARHM; installation of concrete gutter where curb only existed; repair of damaged curb, gutter and sidewalk; and installation of curb ramps in compliance with ADA requirements. The project was federally funded utilizing CDBG funds.

City of South Gate, Atlantic Avenue Improvements. Project Manager for the civil and traffic engineering design, pavement engineering, design survey, landscape architectural design, and utility coordination services for Atlantic Avenue improvements between Firestone Boulevard and south city limit. The proposed improvements included asphalt-rubber hot mix overlay, raised landscaped medians,

Adel M. Freij, PE
Continued

irrigation system, ADA access curb ramps, concrete repairs, communication conduits, and signing and striping. The project was federally funded with a construction cost of approximately $4 million.

City of Maywood, Local Street Rehabilitation. Project Manager for construction management services for the Local Streets Rehabilitation project on 52nd Street, from Maywood Avenue to Corona Avenue, and on Randolph Street, from Atlantic Boulevard to west city limit. The project general items of work included Asphalt Rubber Hot Mix (ARHM) overlay, cold milling, concrete repairs, curb ramps in compliance with ADA requirements, roadway striping, and traffic loop replacement. Willdan services included contract administration, construction observation, utility coordination, engineering support, and material testing.

City of La Puente, Street Rehabilitation (ARRA 1 Savings). Project Manager for the design services for the Street Rehabilitation (ARRA 1 Savings) project. The project included engineering design, project management, and funding administration to prepare the request for authorization to proceed with construction (E-76) services for the street improvements on the following streets: Loukelton Street, from Hacienda Boulevard to east City limit; Unruh Avenue, from Amar Road to Hacienda Boulevard. The project included the following improvements: resurfacing of streets with Asphalt-Rubber Hot Mix (ARHM); reconstruction of existing damaged and uplifted concrete sidewalk, curb and gutter, portion of cross gutter, and drive approaches; reconstruction of existing damaged A.C. pavement; installation of new access curb ramps in compliance with the Americans with Disabilities Act (ADA) requirements; including truncated domes; and installation of traffic signal loops and signing and striping.

City of La Puente, Hacienda Boulevard Improvement Project. Project Manager for construction management services for the Hacienda Boulevard Improvement Project, from Nelson Avenue to Amar Road. The project general items of work included Asphalt Rubber Hot Mix (ARHM) overlay, cold milling, pavement reconstruction, concrete repairs, curb ramps in compliance with Americans with Disabilities (ADA) requirements, and pavement markings. Willdan services included contract administration, construction observation, utility coordination, funding administration, federal labor compliance, and material testing. The project was federally funded by the ESPL funds.

Thomas P. Kirk, PE

Senior Engineer

Education
University of California, Los Angeles
Bachelor of Science, Civil Engineering
Specialty in Construction Engineering Civil Structures
Graduate Study in Computer Information Systems
Computer Programming Certificate

Registration
RCE, California, No. 31843

Affiliations
American Public Works Association
Asphalt Road Recyclers Association
Street Superintendents and Maintenance Association

30 Years Experience

Mr. Kirk is a Senior Advisor for Willdan. Mr. Thomas Kirk's responsibilities include pavement management systems, pavement engineering design and pavement construction engineering services. His pavement engineering has been coupled with construction and materials engineering duties on over 300 overlay projects, a large portion of them utilizing the latest state of the art materials to eliminate reconstruction costs. His experience in pavement management systems and pavement design and construction spans 30 years. Mr. Kirk served as Deputy City Engineer of City of Rosemead and City of Monterey Park, and prior to working for Willdan, he served as Director of Public Works for the City of Sierra Madre.

Project Experience

City of Ridgecrest, Pavement Management Services. Mr. Kirk was a senior advisor for providing pavement engineering services for conversion to MicroPaver and update of the 2002 citywide pavement management system from Street Saver. Services provided included providing oversight and consultation for the creation of a citywide database describing all roadway segments with current pavement condition and historical treatment data for upload to MicroPaver, GIS linkage for use in the City's GIS and generating a full pavement management report with a five-year maintenance and rehabilitation strategy using assigned budgets.

City of South Gate, 2008 and 2011 Pavement Management System Update. Mr. Kirk provided professional pavement engineering-management services to update the City of South Gate MicroPaver pavement management system, including over 1,200 street segments. Development of a complete GIS mapping system was also provided for the PMS. Mr. Kirk is also a senior advisor for the 2011 Pavement Management System that is currently under way.

City of Lakewood, Pavement Management System. Mr. Kirk managed the creation of the City's pavement management system within the Cartegraph platform. To expedite the process, the system data was first uploaded into MicroPaver and then was transferred to Pavementview Plus. Mr. Kirk developed a comprehensive system of rehabilitation protocols and carefully structured a logic tree of decision-making. Prioritization of major maintenance was established on a benefit/cost ratio. Network projections with targeted budgets at varying PCI ranges were applied using Cartegraph to arrive at optimal budgets.

City of Rancho Palos Verdes, 2009 Pavement Management System Update. Mr. Kirk provided professional pavement engineering-management services to update the City of Rancho Palos Verdes MicroPaver based pavement management system with over 700 street segments.

City of Brookings, Oregon, 2008 Pavement Management System. Mr. Kirk provided professional pavement engineering-management services and PMS segment definitions to provide for creation of the City of Brookings MicroPaver based pavement management system. Development of a complete GIS mapping system was also provided for the PMS.

City of Temecula, 2008 Pavement Management System Update. Mr. Kirk provided professional pavement engineering-management services to update the City of Temecula MicroPaver pavement management system, including over 2,000 street segments. Development of a complete GIS mapping system was also provided for the PMS.

City of Rolling Hills Estates, 2002, and 2005 and 2008 Updates Pavement Management System. Mr. Kirk provided professional pavement engineering-management services to update the City of Rolling Hills Estates' pavement

management system as part of its conversion to MicroPaver. Development of a complete GIS mapping system was also provided for the PMS.

City of Paramount, Pavement Management System -Three years after Mr. Kirk converted the City's existing Pavement Management System (PMS) to MicroPAVER, the system was updated in 2007. Mr. Kirk managed the entire project, which included extracting data from MicroPAVER to develop prioritized maintenance listings for major and minor maintenance. Network projections of performance under numerous budgeting scenarios targeted and varying PCI ranges were performed to arrive at the optimum budget distribution to various pavement condition levels. (Projection software separate from MicroPAVER was used due to limitations of accuracy and flexibility of the MicroPAVER system.). Development of a complete GIS mapping system was also provided for the PMS.

City of Lomita, Pavement Management System. Mr. Kirk managed the creation of the City's pavement management system within the Cartegraph platform. To expedite the process, the system data was first uploaded into MicroPaver and then was transferred to Pavementview Plus. Mr. Kirk developed a comprehensive system of rehabilitation protocols and carefully structured a logic tree of decision-making. Prioritization of major maintenance was established on a benefit/cost ratio. Network projections with targeted budgets at varying PCI ranges were applied using Cartegraph to arrive at optimal budgets.

City of Rancho Palos Verdes, 2009 and 2006 Update Pavement Management System Update. Mr. Kirk provided professional pavement engineering-management services to update the City of Rancho Palos Verdes MicroPaver based pavement management system with over 700 street segments. Development of a complete GIS mapping system was also provided for the PMS.

City of Bellflower. 2007 Pavement Management System. Mr. Kirk managed the conversion and update of the cities previous PMS to MicroPAVER in 2006. The data then was extracted and processed using macro spreadsheets to develop prioritizations for major rehabilitation based on crack quantities and types. Benefit/cost ratio was used as the basis of priority for major maintenance recommendations. The data collected included crossfall along the parking lanes to allow for varying strategies of rehabilitation based on severity of the crossfall. Network projections with targeted budgets at varying PCI ranges were applied outside of MicroPAVER to arrive at optimal budgets.

Rex B. Miller, EIT

Senior GIS Analyst

Education
BS, Civil Engineering
University of Texas at Arlington

Certification
Engineer in Training
Texas State Board of Registration for Professional Engineers

23 Years Experience

Mr. Miller has 15 years of experience as a civil engineer and 8 years experience providing technical support to civil engineering software users. He currently serves as Sr. GIS Analyst and coordinates all GIS-related activities at Willdan. He is responsible for training engineers and technicians in the use of GIS. He works with the IT Department to acquire, install and configure GIS hardware, software and databases. Mr. Miller is also proficient in the use of CAD systems and provides expertise in CAD/GIS interoperability. He is familiar with software for hydraulic modeling and coordinates geometry calculations and has experience in optimizing GIS databases for use as a data source for analysis and design applications. He uses GIS to support administration, planning and management activities of government agencies. He has experience in linking spreadsheets and databases to interact with GIS. In addition, Mr. Miller provides GIS consulting, training and staffing throughout the Willdan Group of Companies (WGI), which include disciplines such as municipal planning, public agency accounting and financing, geotechnical engineering, environmental engineering, land surveying, traffic analysis, transportation planning, law enforcement, emergency response and disaster management.

Project Experience

Various Cities, Pavement Management System Linkage to GIS. Rex has prepared GIS rating maps and exhibits for Pavement Management System implementation and updates for various clients. When requested the GIS data files are linked with the City's GIS system to provide PMS data availability to City staff. Clients include:

South Gate
Paramount
Bell Gardens
Hawaiian Gardens
Temecula
Rancho Palos Verdes
Rolling Hills Estates
Rosemead
Maywood
Lomita

Mohsen Soumi

Pavement Rater

Education
High School Graduate
Glendale Community College
and
Long Beach Community College
Engineering and Architectural Major

20 Years Experience
CAD Drafting, Pavement Design and Construction Inspection and GIS Development

Mr. Soumi has provided pavement rating and reconstruction repair marking and recording for thousands of miles of streets in many cities throughout Southern California. Mr. Soumi has demonstrated the consistent, methodical and meticulous workmanship on all of his projects.

Prior to and in concurrent years while working for Willdan, Mr. Soumi had numerous CAD drafting assignments over the past 20 years. His experience included design of parking lots with full parking lot lighting and improvements in street public right-of-way. Permit acquisition was also an important duty.

Project Experience

Pavement Management System Project Experience

Mr. Soumi provided pavement rating services to update the following City's pavement management systems.

- City of Ridgecrest, FY2010-11 Pavement Management System Update.
- City of South Gate, 2008 and 2011 Pavement Management System Update.
- City of Temecula, 2008 Pavement Management System Update.
- City of Rancho Palos Verdes, 2008 Pavement Management System Update.
- City of Paramount, 2009 Pavement Management System Update.
- City of Lomita, 2006 Pavement Management System.
- City of Rolling Hills Estates, 2008 Pavement Management System.
- City of Hawaiian Gardens, 2008 Pavement Management System.
- City of Rosemead, 2004 Pavement Management System.
- City of Agoura Hills, 2004 Pavement Management System.
- City of Lakewood, 2008 Centralia Street Rehabilitation Project.
- City of Lakewood, 2008 South Street Rehabilitation Project.
- City of Lakewood, 2009 Citywide ARRA Arterial Street Rehabilitation Project.
- City of Paramount, 2009 Alondra Street ARRA Arterial Rehabilitation Project.
- City of La Puente, 2010 ARRA Various Street Rehabilitation Project.
- City of Paramount, 2009 Alondra Street ARRA Arterial Rehabilitation Project.

Construction Inspection Experience
City of Indian Wells, 2009 Crackfill Project. Provided construction inspection services for the City's Fire Access Maintenance District crackfill project.

City of Indian Wells, 2009 Asphalt Rubber Slurry Project. Mr. Soumi provided construction inspection services for the City's Fire Access Maintenance District project using Tire Rubber Modified Asphalt Slurry.

Cad Drafting Project Experience
City of Rosemead, 2004 Rosemead Boulevard Relinquishment Study. Provided field survey and CAD drafting for the street deficiency inventory and study.

GIS Development Experience
City of Long Beach, 2000 City of Long Beach GIS/PMS Project. Provided computer GIS services to develop the City's GIS system.

CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT "C"

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed $117,000.

2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml

3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at zara@moval.org or calls directed to (951) 413-3131.

4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the

completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:

   A. Vendor Name, Mailing Address, and Phone Number
   B. Invoice Date
   C. Vendor Invoice Number
   D. City-provided Reference Number (e.g. Project, Activity)
   E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and the City Council Acting as the Successor Agency

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: August 28, 2012

TITLE: AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO POWELL CONSTRUCTORS INC. FOR SR-60/MORENO BEACH DRIVE INTERCHANGE PHASE 1 IMPROVEMENTS – PROJECT NO. 801 0038 70 77 [FORMERLY PROJECT NO. 07-41570024]

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract for SR-60/Moreno Beach Drive Interchange Phase 1 Improvements to Powell Constructors Inc. (Powell), 8555 Banana Avenue, Fontana, CA 92335, the lowest responsible bidder.

2. Acting as the Successor Agency, authorize the City Manager to access agency funds, subject to Oversight Board approval.

3. Authorize the issuance of a Purchase Order for $6,693,170.50 ($5,354,536.40 bid plus 25% contingency of $1,338,634.10) to Powell when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Powell, up to but not to exceed the Purchase Order's total contingency amount of $1,338,634.10, subject to the approval of the City Attorney.

5. Authorize intermittent full road closures of (1) Moreno Beach Drive between Ironwood Avenue and Trail Ridge Way and (2) Eucalyptus Avenue between Fir Avenue and Motor Way for the duration of construction anticipated to start on October 1, 2012 and be completed by October 1, 2013.

6. Authorize the City Engineer to extend the intermittent full road closures for another 90 days from the anticipated completion date due to unforeseen construction issues.

7. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements, punch-list items, and Caltrans acceptance are completed by Contractor.

8. Authorize the Public Works Director/City Engineer to accept improvements into the City's maintained system upon acceptance of the improvements as complete.

BACKGROUND

The SR-60/Moreno Beach Drive Phase 1 project is one of the key projects in the City Manager's Economic Development Action Plan. Phase 1 improvements are designed to reconstruct the eastbound on- and off-ramps to SR-60 and connect the west leg of Eucalyptus Avenue to Moreno Beach Drive. On November 29, 2007, Caltrans approved the Initial Study/Negative Declaration for the project. The "project" was defined as both SR-60/Moreno Beach Interchange and SR-60/Nason Overcrossing. Caltrans completed two subsequent environmental re-validations. The first re-validation was completed on September 8, 2010, which covered splitting the SR-60/Moreno Beach and the SR-60/Nason improvements into two separate projects. The second re-validation was completed on August 18, 2011, which covered splitting the SR-60/Moreno Beach improvements into Phase 1 (south side) and Phase 2 (north side and overcrossing bridge). On December 13, 2011, the City Council approved a Construction Cooperative Agreement with the State of California for the construction phase, giving the City authority to advertise, award, and administer the construction of Phase 1. Design and right-of-way for Phase 1 have been completed and approved by Caltrans, and the project was advertised for bids.

DISCUSSION

Formal bidding procedures were followed in conformance with the Public Contract Code. The City Clerk opened bids at 2:00 p.m. on August 13, 2012. Five (5) bids were received as follows:

		Total Bid Amounts
1.	**Powell Constructors Inc. – Fontana***	**$ 5,354,536.40**
2.	Riverside Construction Company – Riverside	$ 5,399,102.50
3.	Yakar – San Dimas*	$ 5,894,997.54
4.	USS Cal Builders – Stanton*	$ 6,052,063.00
5.	Ortiz Enterprises Incorporated – Irvine*	$ 11,258,821.30

** Bid amount differs from Bidder's Proposals due to calculation errors.*

The lowest responsible bidder was determined by the bid amount as stipulated in the bidding documents. Staff reviewed Powell's bid and finds Powell to be the lowest

responsible bidder in possession of a valid license and bid bond. No material issues were identified through review of references submitted by Powell in their bid. All bids received were reviewed for completeness, accuracy and conformance with bidding instructions. During bid analysis, four bidders made calculation errors. As a result, the total bid amounts reflected above include the adjustments made in accordance with the Bid Documents as stipulated in the Bidders Proposal Instructions. The adjustments did not change the determination of the lowest bidder.

The recommended contract award is $5,354,536.40. A 25% contingency is recommended in order to be able to quickly handle potential changes and due to the fact that the low bid was substantially below the engineer's estimate.

The contract duration is two hundred twenty (220) working days, or approximately eleven months, starting from contract award. The timeframe includes pre-construction contractor submittals and permits, and actual construction. Detailed improvements to the SR-60/Moreno Beach Drive Interchange include realigning the SR-60/Moreno Beach eastbound off-and-on-ramps, adding an eastbound auxiliary lane, installation of a new traffic signal at the new intersection of the eastbound ramps and Moreno Beach Drive, adding a retaining wall, adding ramp metering, extension of Eucalyptus Avenue to Moreno Beach Drive, modification of the traffic signal at the intersection of Eucalyptus Avenue and Moreno Beach Drive, utility relocations, irrigation, and related work.

The project staging requires intermittent full closures of the eastbound ramps, Moreno Beach Drive, and Eucalyptus Avenue in the vicinity of the project area. The project specifications limit the closures to overnight and short duration closures. The Public Works Department is requesting intermittent full road closures of Moreno Beach Drive between Ironwood Avenue and Trail Ridge Way, and Eucalyptus Avenue between Fir Avenue and Motor Way as necessary, to facilitate construction for the duration of construction anticipated to start on October 1, 2012 and be completed on or before October 1, 2013. The request for the road closures is due to major improvement work including, but not limited to, reconstructing and realigning the eastbound ramps and Moreno Beach Drive, installing traffic signals, and completing Eucalyptus Avenue from 1000 feet west of Moreno Beach Drive to Moreno Beach Drive, and related improvements. Authorization is also requested for the City Engineer to extend the road closures for 90 days beyond the anticipated completion date due to unforeseen delays.

The project also specifies short-term full closures of up to three days for the eastbound on- and off-ramps, as well as short-term driveway closures to Super Walmart and Panda Express. The closures will be coordinated with the owners and the Contractor will provide alternate access to the facility. The Contractor will notify, and provide safe ingress and egress to, all potentially affected motorists, businesses, law enforcement, the Fire Department, the school district, and other interests, as required by the project's specifications and Traffic Management Plan. The closures and detour plans/traffic control plans have been included in the approved project plans and specifications.

The recommended contract award is an action of the City Council acting as the Successor Agency of the former City of Moreno Valley Redevelopment Authority. The recommended actions are included on the Recognized Obligations Payment Schedule (ROPS) approved by the City Council acting as the Successor Agency on April 10, 2012. The Successor Agency Oversight Board approved the ROPS for the period July 1, 2012 through December 31, 2012 on May 9, 2012, which has subsequently been approved by the State Department of Finance (DOF). This ROPS approval includes "placeholder" line items representing the expenditure of bond proceeds for approval purposes. The Successor Agency approval of this contract is required to move forward toward complete approval and compliance with AB1x 26 law. The contract will be presented to the Successor Agency Oversight Board, along with an updated ROPS that will include the contractor listed as an enforceable obligation. There is a risk that the Oversight Board may not approve the contract or updated ROPS. In addition, the State Department of Finance (DOF) has the authority to challenge actions approved by the Oversight Board within 10 days of the approved action. In light of the current process for approval of the contract and the updated ROPS, the property tax to pay the contracts being recommended has not been authorized to pay the contract obligations. The City Council by approving the recommended contract is assuming the risk that in the event tax increment is not approved to pay the contracts by the Oversight Board or through successful challenge by the State DOF, the City would be obligated to pay the contract commitments from alternative funding sources, most likely the City's General Fund.

ALTERNATIVES

1. By motion, approve and authorize the recommended actions as presented in this staff report. *This alternative will facilitate the timely construction of needed improvements.*

2. Do not approve and authorize the recommended acting as presented in this staff report. *This alternative will significantly delay the construction of needed improvements.*

FISCAL IMPACT

The project is included in the Fiscal Year 2012/2013 Capital Improvement Program. There is no impact to the General Fund.

AVAILABLE FUNDS

Successor Agency 2007 Tax Allocation Bonds	
(Account 4821-70-77-80001 801 0038 70 77)	$ 4,879,000
Transportation Uniform Mitigation Fees	
(Account 3003-70-77-80001 801 0038 70 77)	$ 3,500,000
Total Project Budget	$ 8,379,000

CONSTRUCTION COSTS

Construction (includes contingency)	$ 6,700,000
Construction Management & Inspection Services	$ 788,000
Construction Support Services (Design, Geotechnical & Survey) (est.)	$ 321,000
Administrative Costs*	$ 170,000
Utility and Agency Inspection and Materials Costs**	$ 150,000
Total Estimated Cost	$ 7,979,000

**Includes City project administration, printing and other miscellaneous costs.*
***Includes EMWD, SCE, Caltrans, RCFC&WCD and CHP.*

PROJECT SCHEDULE

Begin Construction	October 2012
Construction Completion and Acceptance	October 2013

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:
Develop a variety of city revenue sources and policies to create a stable revenue base and fiscal policies to support essential city services, regardless of economic climate.

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

The SR-60/Moreno Beach Interchange Phase 1 Improvements project goal is to improve the interchange through reconstruction and realignment. The project construction is funded utilizing Successor Agency 2007 Tax Allocation Bonds and Transportation Uniform Mitigation Fees (TUMF). City staff recommends awarding a contract for $5,354,536.40 to Powell to construct these improvements.

NOTIFICATION

The Contractor will notify potentially affected businesses, as well as law enforcement, the Fire Department, Waste Management of the Inland Empire, the postal service, the school district, and other interests, as required by the project specifications, the City, and Caltrans. Construction notification signs on SR-60 and streets within the project vicinity will be installed for the duration of the project.

ATTACHMENTS

Attachment "A" – Agreement with Powell

Prepared By:
Margery A. Lazarus
Senior Engineer, P.E.

Department Head Approval
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Concurred By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

AGREEMENT

PROJECT NO. 07-41570024

SR-60/MORENO BEACH DRIVE INTERCHANGE IMPROVEMENTS (PHASE 1)
From 0.3 Mile West to 0.4 Mile East of Moreno Beach Drive Overcrossing

THIS Agreement is by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and Powell Constructors Inc., hereinafter called the "Contractor." This Agreement is effective as of the date signed by the City of Moreno Valley.

That the City and the Contractor for the consideration hereinafter named, agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of the following, which are incorporated herein by this reference:

A. Governmental approvals, including, but not limited to, permits required for the Work
B. Any and all Contract Change Orders issued after execution of this Agreement
C. This Agreement
D. Addenda Nos. 1 & 2, inclusive, issued prior to the opening of the Bids
E. Special Provisions, including the General Provisions and Technical Provisions
F. Standard Specifications of the State of California, Department of Transportation, dated May 2006, as amended by Amendments dated June 20, 2012, as modified by the Special Provisions
G. Reference Specifications
H. Project Plans
I. Caltrans Standard Plans
J. The bound Bidding Documents
K. Contractor's Certificates of Insurance and Additional Insured Endorsements
L. Contractor's Bidder's Proposal and Subcontractor Listing

In the event of conflict or discrepancy between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with Section 5-1.04 of the Special Provisions.

2. REFERENCE DOCUMENTS. Reference Documents are not considered Contract Documents and were made available to the Contractor prior to the Bid Deadline for informational purposes

3. SCOPE OF WORK. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work described in the Contract

Documents, except as otherwise provided in the Plans, Standard Specifications, or Special Provisions to be the responsibility of others.

4. PAYMENT.

4.1. **Contract Price and Basis for Payment**. In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Alternate Bid Items, if any, set forth the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Base Bid Items and Alternate Bid Items, if any, awarded by the City is Five Million Three Hundred Fifty-four Thousand Five Hundred Thirty-six and 40/100 Dollars ($5,354,536.40) ("Contract Price"). The Alternate Bid Items selected by the City and included in the Contract are: n/a. It is understood and agreed that the quantities set forth in the Bidder's Proposal for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder's Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the City Engineer.

4.2. **Payment Procedures**. Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Article 9 of the Standard Specifications, as modified by Article 9 of the Special Provisions.

5. CONTRACT TIME.

A. Contract Time and Notice to Proceed with Construction. After the Agreement has been fully executed by the Contractor and the City, the City shall issue the "Notice to Proceed with Construction." The date specified in the Notice to Proceed with Construction constitutes the date of commencement of the Contract Time of **Two Hundred Twenty (220) Working Days**. The Contract Time includes the time necessary to fulfill preconstruction requirements, place the order of materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

Critical preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of the Stormwater Pollution Prevention Plan (SWPPP)
- Submitting and obtaining approval of critical required submittals
- Installation of approved Project Information Signs
- Obtaining an approved no fee Caltrans Encroachment Permit
- Obtaining an approved no fee City Encroachment Permit
- Furnishing the Resident Engineer's office

If the City's issuance of a Notice to Proceed with Construction is delayed due to Contractor's failure to return the fully executed Agreement and insurance and bond documents within ten (10) Working Days after Contract award, then Contractor agrees to the deduction of one (1) Working Day from the number of days to complete the Project for every Working Day of delay in the City's receipt of said documents. This right is in addition to and does not affect the City's right to demand forfeiture of Contractor's Bid Security if Contractor persistently delays in providing the required documentation.

6. LIQUIDATED DAMAGES.

6.1. **Liquidated Damages.** The Contractor and City (collectively, the "Parties") have agreed to liquidate damages with respect to Contractor's failure to fulfill the preconstruction requirements and/or failure to complete the Work within the Contract Time. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85. Contractor acknowledges and agrees that the liquidated damages are intended to compensate the City solely for Contractor's failure to meet the deadline for completion of the Work and will not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

In the event that Contractor fails to fulfill the preconstruction requirements and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the City **$5,400.00 per Calendar Day** that completion of the Work is delayed beyond the Contract Time, as adjusted by Contract Change Orders. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

The Contractor and City acknowledge and agree that the foregoing liquidated damages have been set based on an evaluation of damages that the City will incur in the event of late completion of the Work. The Contractor and City acknowledge and agree that the amount of such damages are impossible to ascertain as of the date of execution hereof and have agreed to such liquidated damages to fix the City's damages and to avoid later disputes. It is understood and agreed by Contractor that liquidated damages payable pursuant to this Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the date of execution of this Agreement.

It is further mutually agreed that the City will have the right to deduct liquidated damages against progress payments or retainage and that the City will issue a Change Order or Construction Change Directive and reduce the Contract Price accordingly. In the event the remaining unpaid Contract Price is insufficient to cover the full amount of liquidated damages, Contractor shall pay the difference to the City.

6.2. **Owner is Exempt from Liability for Early Completion Delay Damages**. While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the Owner is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever, including but not limited to, delay cause by Owner or other Excusable Compensable Delay. See Section 6-6 of the Standard Specifications and Special Provisions regarding compensation for delays.

7. INSURANCE.

7.1. **General**. The Contractor shall procure and maintain at its sole expense and throughout the term of this Agreement, any extension thereof, Commercial General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described herein.

7.2. **Additional Insured Endorsements**. The Contractor shall cause the insurance required by the Contract Document to include the State of California, including its officers, directors, agents (excluding agents who are design professionals), and employees, the City of Moreno Valley,

the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), the Eastern Municipal Water District (EMWD), and Western Riverside Council of Governments (WRCOG), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives as an additional insureds. For the Commercial General Liability coverage, said parties shall be named as additional insureds utilizing either:

1. Insurance Services Office ("ISO") Additional Insured endorsement CG 20 10 (11/85); or

2. ISO Additional Insured endorsement CG 20 10 (10/01) and Additional Insured Completed Operations endorsement CG 20 37 (10/01); or

3. substitute endorsements providing equivalent coverage, approved by the City.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The coverage shall contain no special limitations on the scope of protection afforded to such additional insureds. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.

7.3. **Waivers of Subrogation**. All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the State of California, including its officers, directors, agents (excluding agents who are design professionals), and employees, the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), the Eastern Municipal Water District (EMWD), and Western Riverside Council of Governments (WRCOG), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives.

7.4. **Primary Coverage**. All policies and endorsements shall stipulate that the Contractor's (and the Subcontractors') insurance coverage shall be primary insurance as respects the State of California, including its officers, directors, agents (excluding agents who are design professionals), and employees, the City of Moreno Valley, the City Council and each member thereof, and the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), the Eastern Municipal Water District (EMWD), and Western Riverside Council of Governments (WRCOG), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives, and shall be excess of the Contractor's (and its Subcontractors') insurance and shall not contribute with it.

7.5. **Coverage Applies Separately to Each Insured and Additional Insured**. Coverage shall state that the Contractor's (and its Subcontractors') insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage shall apply to any claim or suit brought by an additional insured against a named insured or other insured.

7.6. **Self-Insurance**. Any self-insurance (including deductibles or self-insured retention in excess of $50,000) in lieu of liability insurance must be declared by Contractor and approved by the City in writing prior to execution of the Agreement. The City's approval of self-insurance, if any, is within the City's sole discretion and is subject to the following conditions:

1. Contractor must, at all times during the term of the Agreement and for a period of at least **one (1)** year after completion of the Project, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the City Special Provisions, maintain and upon Owner's reasonable request provide evidence of:

   (a) Contractor's "net worth" (defined as "total assets" [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property and equipment and intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;

   (b) financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill; and

   (c) a claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.

2. If at any time after such self-insurance has been approved Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this Paragraph 7, at the option of the City:

   (a) the Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph 7 and otherwise on the terms required above; or

   (b) the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or

   (c) the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

7.7. **Insurer Financial Rating**. Insurance companies providing insurance hereunder shall be rated A-:VII or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

7.8. **Notices to City of Cancellation or Changes**. Each insurance policy described herein shall contain a provision or be endorsed to state that coverage will not be cancelled without **thirty (30) days'** prior written notice by certified or registered mail to the City (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to the City), except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. If an insurance carrier cancels any policy or elects not to renew any policy required to be maintained by

Contractor pursuant to the Contract Documents, Contractor agrees to give written notice to the City at the address indicated on the first page of the Agreement. Contractor agrees to provide the same notice of cancellation and non-renewal to the City that is required by such policy(ies) to be provided to the First Named Insured under such policy(ies). Contractor shall provide confirmation that the required policies have been renewed not less than seven (7) days prior to the expiration of existing coverages and shall deliver renewal or replacement policies, certificates and endorsements to the City Clerk within fourteen (14) days of the expiration of existing coverages. Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City Clerk copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

7.9. **Commercial General Liability**. Coverage shall be written on an ISO Commercial General Liability "occurrence" form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with Section 5-1.16 of the Special Provisions.

Contractor shall maintain Commercial General Liability insurance with the following minimum limits: **$1,000,000** per occurrence / **$2,000,000** aggregate / **$2,000,000** products-completed operations.

7.10. **Business Automobile Liability**. Coverage shall be written on ISO form CA 00 01 (12/93 or later edition) or a substitute form providing equivalent coverage for owned, hired, leased and non-owned vehicles, whether scheduled or not, with **$1,000,000** combined single limit per accident for bodily injury and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.11. **Workers' Compensation**. Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

1. Provide copy of permissive self-insurance certificate approved by the State of California; or
2. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of **$1,000,000** per accident; or
3. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

7.12. **Subcontractors' Insurance**. The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

8. BONDS. The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the City. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contact Documents as may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the City and the City's Separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

The Contractor shall furnish a satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, form, or entity eligible to file a stop notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The bonds shall name the City as obligee and the State of California, acting through its Department of Transportation, as an additional obligee. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City or the State of California, acting through its Department of Transportation.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the City, become non-responsible or unacceptable, the Contractor shall, within ten (10) Calendar Days after receiving notice from the City, provide written documentation to the satisfaction of the City that Contractor has secured new or additional sureties for the bonds; otherwise the Contractor shall be in default of the Contract. No further payments hall be deemed due or will be made under Contract until a new surety(ies) qualifies and is accepted by the City.

Contractor agrees that the Payment Bond and Performance Bond attached to this Agreement are for reference purposes only, and shall not be considered a part of this Agreement. Contractor further agrees that said bonds are separate obligations of the Contractor and its surety, and that any attorneys' fee provision contained in any payment bond or performance bond shall not apply to this Agreement. In the event there is any litigation between the parties arising from the breach of this Agreement, each party will bear its own attorneys' fees in the litigation.

9. RECORDS. The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. See Section 5-1.015 of the April 20, 2012, Amendments to the May 2006 Standard Specifications.

10. INDEMNIFICATION.

10.1. **General**. To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect, hold harmless and defend (even if the allegations are false, fraudulent, or groundless), the State of California, including its officers, directors, agents (excluding agents who are design professionals), and employees, the City of Moreno Valley, its City Council, the Moreno Valley Community Services District (CSD), the Moreno Valley Housing Authority (MVHA), the Eastern Municipal Water District (EMWD), and Western Riverside Council of Governments (WRCOG), and all of their respective officials, officers, directors, employees, commission members, representatives and agents ("Indemnitees"), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the Work, the Project or any breach of the Contract by Contractor or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, or any person performing any of the Work, pursuant to a direct or indirect contract with the Contractor ("Indemnity Claims"). Such Indemnity Claims include, but are not limited to, claims for:

A. Any activity on or use of the City's premises or facilities;
B. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
C. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;
D. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
E. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor's warranties, representations or agreements set forth in the Contract Documents;
F. Any failure to coordinate the Work with City's Separate Contractors;
G. Any failure to provide notice to any party as required under the Contract Documents;
H. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;
I. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;

J. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the City) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);

K. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;

L. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors;

M. Any operation conducted upon or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;

N. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;

O. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or Owner arising out of Contractor's Work, for which the Contractor is responsible; and

P. Any and all claims against the City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the City from such claims.

10.2. **Effect of Indemnitees' Active Negligence**. Contractor's obligations to indemnify and hold the Indemnitees harmless **exclude** only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section 10. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

10.3. **Independent Defense Obligation.** The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitee(s) shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. The Contractor shall respond within thirty (30) Calendar Days to the tender of any Indemnity Claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees

in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to the City.

10.4. **Intent of Parties Regarding Scope of Indemnity.** It is the intent of the parties that the Contractor and its Subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity or hold harmless provisions in the Contract Documents are found to be ambiguous, or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

10.5. **Waiver of Indemnity Rights Against Indemnitees.** With respect to third party claims against the Contractor, to the fullest extent permitted by law, the Contractor waives any and all rights to any type of express or implied indemnity against the Indemnitees.

10.6. **Subcontractor Requirements.** In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Section 10.

10.7. **No Limitation or Waiver of Rights.** Contractor's obligations under this Section 10 are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Section 10 are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Section 10 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

10.8. **Withholding to Secure Obligations.** In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

10.9. **Survival of Indemnity Obligations.** Contractor's obligations under this Paragraph 11 are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

11. SUCCESSORS AND ASSIGNS. The Parties bind themselves, their heirs, executors, administrators, successors and assigns the covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not, either voluntarily or by action of law, assign any right or obligation of the Contractor under the Contract Documents without prior written consent of the City.

(SIGNATURE PAGE FOLLOWS)

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
City Manager

DATE:_____

Powell Constructors Inc.

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer

_____
Date

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. A general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

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- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, ~~is~~/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

Item No. A.16

MV00174991

BOND NO. _____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Price)

PROJECT NO. 07-41570024

SR-60/MORENO BEACH DRIVE INTERCHANGE IMPROVEMENTS (PHASE 1)
From 0.3 Mile West to 0.4 Mile East of Moreno Beach Drive Overcrossing

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to _____, as Principal, hereinafter designated as "Contractor," and City and Contractor have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 07-41570024**, and all Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside and the State of California, acting through its Department of Transportation, in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Contract Documents and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, the State of California, acting through its Department of Transportation, and their officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City or the State of California, acting through its Department of Transportation, and judgment is recovered, the Surety shall pay all costs incurred by the City or California Department of Transportation in such suit, including reasonable attorneys' fee to be fixed by the court.

Contractor and Surety agree that this Faithful Performance Bond shall not be considered a part of the Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Faithful Performance Bond is a separate obligation of the Contractor and its Surety, and that any attorneys' fee provision contained in this Faithful Performance Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

BOND NO. _____

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work or the Provisions.

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- **The bond shall be executed by a California admitted surety insurer (CCP 995.311).**
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact.**
- **The bond shall include an attached Notary Certificate for the Bidder.**
- **The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.**
- **The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.**
- **The Bidder's and Surety's corporate seal may be affixed hereto.**

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO. _____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 07-41570024

SR-60/MORENO BEACH DRIVE INTERCHANGE IMPROVEMENTS (PHASE 1)
From 0.3 Mile West to 0.4 Mile East of Moreno Beach Drive Overcrossing

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to _____, as Principal, hereinafter designated as "Contractor," and City and Contractor have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 07-41520024**, and Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, and the State of California, acting through its Department of Transportation, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or the State of California, acting through its Department of Transportation, or other person entitled to bring such an action and judgment is recovered, the Surety shall pay all costs incurred by the City or California Department of Transportation in such suit, including reasonable attorneys' fee to be fixed by the court.

Contractor and Surety agree that this Labor and Materials Payment Bond shall not be considered a part of the Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Labor and Materials Payment Bond is a separate obligation of the Contractor and its Surety, and that any attorneys' fee provision contained in this Labor and Materials Payment Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

BOND NO. _____

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- **The bond shall be executed by a California admitted surety insurer (CCP 995.311).**
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact.**
- **The bond shall include an attached Notary Certificate for the Bidder.**
- **The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.**
- **The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.**
- **The Bidder's and Surety's corporate seal may be affixed hereto.**

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND

(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

  _____
  (Title)
- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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- Print the name(s) of document signer(s) who personally appear at the time of notarization.
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- Securely attach this document to the signed document.

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MV00174998

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer and Barry Foster, Community & Economic Development Director

AGENDA DATE: August 28, 2012

TITLE: TRACT MAP 32711 – EXONERATION OF BONDS FOR PUBLIC IMPROVEMENTS

FRONTING THE SOUTH SIDE OF JANET K DRIVE AT THE "T" INTERSECTION OF BOGUE STREET

DEVELOPER - ISAAC GENAH AND GLORIA M. GENAH, TRUSTORS AND TRUSTEES OF THE CSA REVOCABLE TRUST DATED SEPTEMBER 10, 1993
1430 TANGELO LANE
LA HABRA HEIGHTS, CA 90631

HANSON A. H. HO, TRUSTEE OF THE HO 2001 FAMILY TRUST
2245 KINGSBRIDGE COURT
SAN DIMAS, CA 91773

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Direct the City Clerk to forward the Notification of Requirement for Public Improvement Security for Tract 32711 to the County Recorder's Office for recordation.

2. Contingent upon recordation of the Notification of Requirement for Public Improvement by the Riverside County Recorder's Office, authorize the City Engineer to execute the exoneration of the Faithful Performance and Material and Labor bond associated with Tract 32711 for public improvements.

BACKGROUND

On September 8, 2005, the Planning Commission of the City of Moreno Valley approved Tentative Tract Map 32711. The tentative tract map is an infill subdivision that proposes to subdivide 2.32 acres into 9 residential lots.

On July 14, 2009 the City Council of Moreno Valley approved Final Map 32711 and accepted the Public Improvement Agreement and security. The developer was required to construct all public street improvements that included, but are not limited to, asphalt pavement, curb, gutter, sidewalk, driveway approaches, street lights, landscaping, storm drain, sewer and water. The Agreement for Public Improvements required the developer to provide security for the appropriate improvements. Tract 32711 provided a Faithful Performance Bond in the amount of $297,000 and a Material and Labor Bond in the amount of $148,500 issued by Indemnity Company of California.

DISCUSSION

The Developer has requested that the City exonerate the bonds due to non-development of the tract. The Land Development Division staff reviewed the request and determined that since construction of the public improvements was never initiated, we may exonerate the bonds. Per the Government Code 66462, the Developer shall provide a security for construction of all public improvements prior to final map recordation. Since the map has been recorded, the City will place a Notification of Requirement for Public Improvement Security on the tract. This will inform future developers that a Security and Agreement for Public Improvements is required prior to commencing construction.

ALTERNATIVES

1. Authorize the City Clerk to forward the Notification of Requirement for Public Improvement Security for Tract 32711 to the County Recorder's Office for recordation. Contingent upon recordation of the Notification of Requirement for Public Improvement by the Riverside County recorder's Office, authorize the City Engineer to execute the exoneration of the Faithful Performance and Material and Labor bond associated with Tract 32711 for public improvements.

2. Do not authorize the City Clerk to forward the Notification of Requirement for Public Improvement Security for Tract 32711 to the County Recorder's Office for recordation. Do not authorize the City Engineer to execute the exoneration of the Faithful Performance and Material and Labor bond associated with Tract 32711 for public improvements.

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit "A" – Vicinity Map
Exhibit "B" – Public Improvement Agreement for Tract 32711
Exhibit "C" – Notice of Property Non Compliance and Requirement for Public Improvement Security

Prepared By
Liz Plazola
Sr. Administrative Assistant

Department Head Approval
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito
Engineering Division Manager

Concurred By
Barry Foster
Community and Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00175002

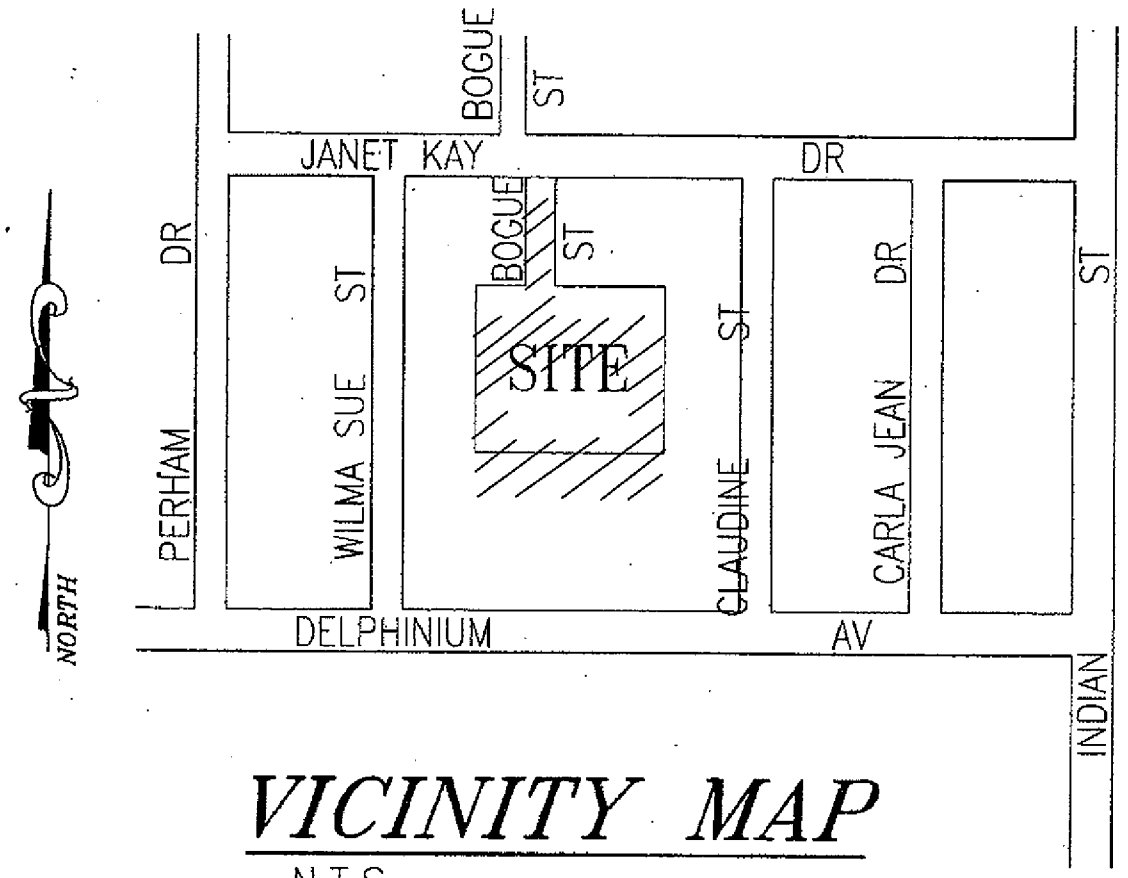

VICINITY MAP

N.T.S

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** Exhibit A	**TRACT MAP 32711** **VICINITY MAP**

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2009 StfRpts\7-14-09 TM 32711 Exhibit A.doc

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MV00175004

RECORDING REQUESTED BY:
City of Moreno Valley

WHEN RECORDED, RETURN TO:

CITY OF MORENO VALLEY
City Clerk
P. O. Box 88005
Moreno Valley, CA 92552-0805

No recording fee per Government Code, Section 6103

This space for Recorder's use only.

AGREEMENT FOR PUBLIC IMPROVEMENTS
PROJECT NO. TM 32711

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and **ISAAC GENAH AND GLORIA M. GENAH, TRUSTORS AND TRUSTEES OF THE CSA REVOCABLE TRUST DATED SEPTEMBER 10, 1993, AND HANSON A. H. HO 2001 FAMILY TRUST,** herein after called Contractor, on the date the City signs this agreement.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **TM 32711** agrees, at Contractor's own expense, to furnish all labor, equipment and material necessary, and within **TWENTY-FOUR (24)** months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Contractor further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Contractor shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Contractor shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Contractor waives the 120 day time limitation set forth in Section 66462.5, Government Code. The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto, is the sum of **TWO HUNDRED NINETY-SEVEN THOUSAND AND NO/100** Dollars (*****$297,000.00*****).

SECOND: Contractor agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Contractor further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Contractor and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, his agents or employees, in the performance of the work, and all of said liabilities are assumed by Contractor. Contractor agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

Exhibit "B"

FOURTH: The Contractor hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Contractor has completed the work within the time specified or any extension thereof granted by the City.

FIFTH: Contractor agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The contractor shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. The Contractor's obligation under this provision shall be secured by the bonds securing performance of this Agreement.

SIXTH: The Contractor, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If the Contractor, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Contractor because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

EIGHTH: Contractor agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time **may** be granted by the City from time to time, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds, Contractor further agrees to maintain the aforesaid bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City:
City Engineer
P.O. Box 88005
14177 Frederick
Moreno Valley, CA 92552-0805

Contractor:
Issac Genah and Gloria M. Genah, Trustors and Trustees of the CSA Revocable Trust Dated September 10, 1993, and Hanson A. H. Ho 2001 Family Trust
1430 Tangelo Lane
La Habra Height, CA 90631

IN WITNESS WHEREOF Contractor has affixed his name, address and seal.

Date approved by the City: 7/14/2009

BY Gloria M. Genah

GLORIA M. GENAH

OWNER

BY: _____
Signature

ISAK Genah
Print/Type Name

Owner
Title

Issac Genah and Gloria M. Genah, Trustors and Trustees of the CSA Revocable Trust Dated September 10, 1993, and Hanson A.H. Ho 2001 Family Trust:
Developer

BY: _____
Signature

HANSON A.H. HO
Print/Type Name

OWNER
Title

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

By: _____
City Clerk

(SEAL)

CITY OF MORENO VALLEY

By: _____
Mayor

APPROVED AS TO FORM:
CITY ATTORNEY

Date: 20 JUL 2009

By: _____
City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF CONTRACTOR MUST BE EXECUTED IN QUADRUPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; PINK - CONTRACTOR; GREEN - SURETY; BLUE - PROJECT FILE

ALL PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On May 1, 2009 before me, Erika Magaleon, Notary Public, personally appeared Hanson Ho, Isaac Genah and Gloria Genah, Proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my ~~hand~~ and official seal.

Signature _____ (Seal)

ERIKA MAGALEON
COMM. # 1649613
NOTARY PUBLIC, CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires March 5, 2010

OPTIONAL

Title of Document _____

Document Date _____

Capacity(ies) of Signer(s)

☐ Corporate Officer

☐ Other: _____

Item No. A.17

MV00175008

UK MW 9/3/08

EXHIBIT "A"
ENGINEER'S ESTIMATE

DATE: 08/19/08
PREPARED BY: **Robert Linton**

PROJECT: **PA04-0136 / TM 32711**
STREET WORK

TYPE			QUANTITY	UNIT	UNIT PRICE	TOTAL
Interior Streets and Perimeter Non DIF Non TUMF Streets						
Roadway Excavation			0	C.Y.	20.00	0
A.B. Class II	0.5	Thickness (ft.)				
	13164	S.F.	477	Ton	55.00	26,246
A.C.	0.333	Thickness (ft.)				
	13164	S.F.	318	Ton	90.00	28,603
A.B. Class II	0	Thickness (ft.)				
	0	S.F.	0	Ton	55.00	0
A.C.	0	Thickness (ft.)				
	0	S.F.	0	Ton	90.00	0
DIF Streets Only						
Roadway Excavation			0	C.Y.	20.00	0
A.B. Class II	0	Thickness (ft.)				
	0	S.F.	0	Ton	55.00	0
A.C.	0	Thickness (ft.)				
	0	S.F.	0	Ton	90.00	0
A.B. Class II	0	Thickness (ft.)				
	0	S.F.	0	Ton	55.00	0
A.C.	0	Thickness (ft.)				
	0	S.F.	0	Ton	90.00	0
TUMF Streets Only						
Roadway Excavation			0	C.Y.	20.00	0
A.B. Class II	0	Thickness (ft.)				
	0	S.F.	0	Ton	55.00	0
A.C.	0	Thickness (ft.)				
	0	S.F.	0	Ton	90.00	0
A.B. Class II	0	Thickness (ft.)				
	0	S.F.	0	Ton	55.00	0
A.C.	0	Thickness (ft.)				
	0	S.F.	0	Ton	90.00	0
A.C. Cap			0	Ton	90.00	0
A.C. Overlay			0	Ton	90.00	0
Grind & Pave 0.15'			0	S.F.	3.25	0
Curb and Gutter - 6"			670	L.F.	22.00	14,740
Curb and Gutter - 8"			0	L.F.	25.00	0
Curb and Gutter - 8" (DIF Street Name)			0	L.F.	25.00	0
Curb and Gutter - 8" (TUMF Street Name)			0	L.F.	25.00	0
Curb Only - 6"			0	L.F.	18.00	0
Curb Only - 8"			0	L.F.	20.00	0
Curb Only - 8" (DIF Street Name)			0	L.F.	20.00	0
Curb Only - 8" (TUMF Street Name)			0	L.F.	20.00	0
Cross Gutter and Spandrel			788	S.F.	15.00	11,745
Sidewalk			6703	S.F.	7.00	46,921
Sidewalk (DIF Street Name)			0	S.F.	7.00	0
Sidewalk (TUMF Street Name)			0	S.F.	7.00	0
Driveway Approach - 6"			1485	S.F.	14.00	20,790
Driveway Approach - 8"			0	S.F.	16.00	0
Alley Approach - 8"			0	S.F.	16.00	0
P.C.C. Paving - 6"			0	S.F.	14.00	0
P.C.C. Paving - 8"			0	S.F.	16.00	0
A.C. Berm - 6"			0	L.F.	10.00	0
A.C. Berm - 8"			0	L.F.	15.00	0
Slurry Seal (Based on $150/Ton Type II)			0	S.Y.	2.25	0
Redwood Header			12	L.F.	6.00	72
Sawcut			110	L.F.	1.50	165
Trench Repaving			0	S.F.	12.00	0
Utility Trench			0	L.F.	17.00	0
Wheelchair Ramp			2	EA.	1,200.00	2,400
Barricade			0	L.F.	100.00	0

Item No. A.17

MW 9/3/08

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: **PA04-0136 / TM 32711**

DATE: **08/19/08**
PREPARED BY: **Robert Linton**

STREET WORK (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Bus Bay	0	EA.	20,000.00	0
Walls - Masonry: 6' Maximum	0	L.F.	100.00	0
Walls - Retaining: 6' Maximum	0	L.F.	150.00	0
Relocate Trees	0	EA.	2,500.00	0
1/2 Alley Apron	0	S.F.	16.00	0
Street Lights (9500 lumen)	2	EA.	4,000.00	8,000
Street Lights (22000 lumen)	0	EA.	5,000.00	0
Adjust M.H. to Grade	0	EA.	800.00	0
Adjust Water Valve to Grade	0	EA.	400.00	0
Cluster Mail Boxes	0	EA.	4,500.00	0
Relocate Power Poles	0	EA.	30,000.00	0
Relocate Power Poles (DIF Street Name)	0	EA.	30,000.00	0
Relocate Street Lights	1	EA.	1,500.00	1,500
Monuments	0	EA.	100.00	0
			SUBTOTAL:	161,182
Enterprise Services Administration				
Landscaping	0	S.F.	6.00	0
Water Quality Basins	0	S.F.	6.00	0
Electrical Utility Infrastructure	0	L.S.	–	0
Electrical Utility Line Extension	0	L.F.	135.00	0
			SUBTOTAL:	0
Transportation Engineering				
Traffic Signal (Includes Interconnect, Controller, Software	0	EA.	272,000.00	0
Traffic Signal Interconnect (Existing Signals Only)	0	L.F.	30.00	0
Traffic Striping/raised pavement markers	1	L.S.	–	3,500
Traffic Striping (DIF Street Name)	0	L.S.	–	0
Street Name Sign	1	EA.	500.00	500
Stop Sign	1	EA.	200.00	200
Signs and Posts	0	EA.	200.00	0
Signs and Posts (DIF Street Name)	0	EA.	200.00	0
Street Sweeping Sign	0	EA.	200.00	0
Warning Markers - Type L, Type N	0	EA.	100.00	0
Traffic Control	0	L.S.	–	0
Traffic Control (DIF Street Name)	0	L.S.	–	0
			SUBTOTAL:	4,200

UK MW 9/3/08

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: **PA04-0136 / TM 32711**

DATE: **08/19/08**
PREPARED BY: **Robert Linton**

STORM DRAIN SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	0	L.F.	160.00	0
24" Reinforced Concrete Pipe (DIF Street Name)	0	L.F.	160.00	0
30" Reinforced Concrete Pipe	0	L.F.	180.00	0
36" Reinforced Concrete Pipe	0	L.F.	190.00	0
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
50" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Manhole No. 1	0	EA.	5000.00	0
Manhole No. 2	0	EA.	5500.00	0
Manhole No. 3	0	EA.	6500.00	0
Manhole No. 4	0	EA.	7000.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	0	EA.	2100.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	1	EA.	5500.00	5,500
Catch Basin (14')	0	EA.	8000.00	0
Catch Basin (21')	0	EA.	12500.00	0
Local Depressions	0	EA.	535.00	0
Catch Basin (3.5') (DIF Street Name)	0	EA.	3100.00	0
Catch Basin (7') (DIF Street Name)	0	EA.	5500.00	0
Catch Basin (14') (DIF Street Name)	0	EA.	8000.00	0
Catch Basin (21') (DIF Street Name)	0	EA.	12500.00	0
Local Depressions (DIF Street Name)	0	S.F	535.00	0
Grated Catch Basin	0	EA.	6000.00	0
Transition Structure	0	EA.	5500.00	0
Inlet Structure (drop)	1	EA.	5000.00	5,000
Type IX Inlet Structure	0	EA.	2500.00	0
Junction Structure	0	EA.	6000.00	0
Headwall	0	EA.	5500.00	0
Rip Rap	0	TON	60.00	0
Parkway Drain	1	EA.	3500.00	3,500
Terrace Drain	0	S.F	10.00	0
Down Drain	0	S.F	10.00	0
Removal/Relocation- Catch Basin	0	EA.	5000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48")	0	EA.	3000.00	0
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	0	EA.	250.00	0
"V" Gutter	0	S.F.	10.00	0
PCC "U" Shape Channel	190	L.F.	15.00	2,850
			SUBTOTAL:	16,850

Item No. A.17

UK MMW 9/3/08

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: **PA04-0136 / TM 32711**

DATE: **08/19/08**
PREPARED BY: **Robert Linton**

WATER SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
20" Water Pipe	0	L.F.	180.00	0
18" Water Pipe	0	L.F.	135.00	0
16" Water Pipe	0	L.F.	90.00	0
12" Water Pipe	0	L.F.	60.00	0
10" Water Pipe	0	L.F.	55.00	0
8" Water Pipe	305	L.F.	50.00	15,250
6" Water Pipe	0	L.F.	40.00	0
4" Water Pipe	0	L.F.	30.00	0
16" Gate Valve	0	EA.	5,000.00	0
12" Gate Valve	0	EA.	2,000.00	0
10" Gate Valve	0	EA.	1,200.00	0
8" Gate Valve	0	EA.	1,000.00	0
6" Gate Valve	0	EA.	800.00	0
4" Gate Valve	0	EA.	600.00	0
24" Butterfly Valve	0	EA.	5,200.00	0
20" Butterfly Valve	0	EA.	4,200.00	0
18" Butterfly Valve	0	EA.	2,800.00	0
16" Butterfly Valve	0	EA.	2,700.00	0
12" Butterfly Valve	0	EA.	1,800.00	0
10" Butterfly Valve	0	EA.	1,000.00	0
8" Butterfly Valve	0	EA.	800.00	0
6" Butterfly Valve	0	EA.	520.00	0
4" Butterfly Valve	0	EA.	330.00	0
6" Fire Hydrants	0	EA.	2,800.00	0
6" Super Fire Hydrants	0	EA.	3,000.00	0
Relocate 6" Fire Hydrants	1	EA.	1,450.00	1,450
Relocate Utilities	1	EA.	1,000.00	1,000
Misc. Fittings (Tees, Crosses, Etc.) L/S				
4"	0	EA.	120.00	0
6"	0	EA.	160.00	0
8"	0	EA.	200.00	0
10"	0	EA.	240.00	0
12"	0	EA.	750.00	0
Blow Off 6"	1	EA.	2,500.00	2,500
Blow Off 4"	0	EA.	2,000.00	0
Air Vac & Release 2"	0	EA.	3,000.00	0
Air Vac & Release 1"	1	EA.	2,000.00	2,000
Meter 2" W/O Service	0	EA.	455.00	0
Meter 1 1/2" W/O Service	0	EA.	360.00	0
Meter 1" W/O Service	0	EA.	270.00	0
Meter 5/8" W/O Service	0	EA.	200.00	0
Service Connections 2"	0	EA.	1,600.00	0
Service Connections 1 1/2"	0	EA.	1,100.00	0
Service Connections 1"	9	EA.	500.00	4,500
Hot Tap 8"	1	EA.	2,800.00	2,800
Hot Tap Water Service	0	EA.	330.00	0
Jack & Bore	0	L.F.	300.00	0
Joint at Existing 8"	0	EA.	650.00	0
Thrust Block	0	CY	150.00	0
Pressure Resistance Valve	9	EA.	400.00	3,600
			SUBTOTAL:	33,100

Item No. A.17

UK MW 9/3/08

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: **PA04-0136 / TM 32711**

DATE: **08/19/08**
PREPARED BY: **Robert Linton**

SEWER SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
36" V.C. Pipe	0	L.F.	185.00	0
33" V.C. Pipe	0	L.F.	165.00	0
30" V.C. Pipe	0	L.F.	150.00	0
27" V.C. Pipe	0	L.F.	135.00	0
24" V.C. Pipe	0	L.F.	120.00	0
21" V.C. Pipe	0	L.F.	105.00	0
18" V.C. Pipe	0	L.F.	90.00	0
15" V.C. Pipe	0	L.F.	75.00	0
12" V.C. Pipe	0	L.F.	50.00	0
10" V.C. Pipe	0	L.F.	40.00	0
8" V.C. Pipe	298	L.F.	30.00	8,940
6" V.C. Pipe	390	L.F.	25.00	9,750
4" V.C. Pipe	0	L.F.	20.00	0
15" SDR - 35	0	L.F.	60.00	0
12" SDR - 35	0	L.F.	50.00	0
10" SDR - 35	0	L.F.	30.00	0
8" SDR - 35	0	L.F.	25.00	0
6" SDR - 35	0	L.F.	19.00	0
4" SDR - 35	0	L.F.	13.00	0
Standard Manhole 48"	2	EA.	3,000.00	6,000
Standard Manhole 48" Extra Depth	0	EA.	3,500.00	0
Standard Manhole 60"	0	EA.	4,500.00	0
Shallow Manhole	0	EA.	3,000.00	0
Tie Into Existing Manhole	0	EA.	1,500.00	0
Raise Manhole to Grade	2	EA.	300.00	600
Rechannel Existing Manhole	0	EA.	1,500.00	0
Join Existing 8" Pipe	0	EA.	600.00	0
Join Existing 12" Pipe	0	EA.	800.00	0
Clean-outs	9	EA.	700.00	6,300
Clean Out Lateral	0	EA.	120.00	0
Wyes	0	EA.	90.00	0
Pavement Replacement	88	S.F.	3.00	264
Concrete Encasement	0	L.F.	20.00	0
TV Sewer	0	L.F.	1.00	0
Trench Paving	0	S.F.	5.00	0
			SUBTOTAL:	31,854

Item No. A.17

OK 9/3/08

EXHIBIT "A"
ENGINEER'S ESTIMATE

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
BOND COMPUTATION SHEET

PROJECT: PA04-0136 / TM 32711

DATE: 08/19/08
PREPARED BY: Robert Linton

IMPROVEMENT TYPE:

ROADWORK :	$161,182
STORM DRAIN :	$16,850
WATER SYSTEM :	$33,100
SEWER SYSTEM :	$31,854
SURVEY MONUMENTS :	$0
LANDSCAPING:	$0
WATER QUALITY BASINS:	$0
ELECTRICAL UTILITY INFRASTRUCTURE	$0
ELECTRICAL UTILITY LINE EXTENSION	$0
TRANSPORTATION ENGINEERING IMPROVEMENTS	$4,200
TOTAL COST (VALUE) OF IMPROVEMENTS:	$247,186
+20% CONTINGENCY:	$49,437
GRAND TOTAL:	$296,623

BOND AMOUNT: **$297,000**

Item No. A.17

Recording requested by and when
recorded, mail to:

Public Works/Land Development Division
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

Exempt from Recording Fee per
Govt. Code Sec. 6103
City of Moreno Valley
Community & Economic Development Department

(Space above this line for Recorder's use)
DOCUMENTARY TRANSFER TAX IS NONE.
Public Agency exempt.
Revenue and Taxation Code Section 11922

PUBLIC WORKS LAND DEVELOPMENT DIVISION
OF THE CITY OF MORENO VALLEY, STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

NOTICE OF PROPERTY NON COMPLIANCE AND REQUIREMENT FOR PUBLIC IMPROVEMENT SECURITY

In the matter of the Property of Assessor's Parcel Numbers 482-304-037 through 045, also known as Tract 32711, owned by Isaac Genah and Gloria M. Genah, Trustors and Trustees of the CSA Revocable Trust Dated September 10, 1993, and Hanson A. H. Ho 2001 Family Trust, Jointly and Severally;

NOTICE is hereby given that the Property described on Exhibit A attached hereto is in non-compliance with the Subdivision Map Act, Section 66499; because at the time of approval of Final Map Number 32711 public improvements were required to be built and security placed with the City of Moreno Valley guaranteeing the construction of the public improvements and such prerequisites to construction have not been met and are still required. Any purchaser or encumbrances acquiring an interest in said property subsequent to the recording of this notice with the County Recorder shall have such interest subject to the public improvement requirements and the posting of security for the public improvements. An Agreement for Public Improvements and the security for such improvements are required before construction can be commenced. Further details regarding this notice may be obtained by addressing an inquiry to the CEDD, Land Development Division (Phone: 951-413-3120, 14177 Frederick Street, Moreno Valley, California, 92552).

By: _____
AHMAD R. ANSARI,
PUBLIC WORKS DIRECTOR/CITY ENGINEER
CITY OF MORENO VALLEY

Date _____

Exhibit "C"

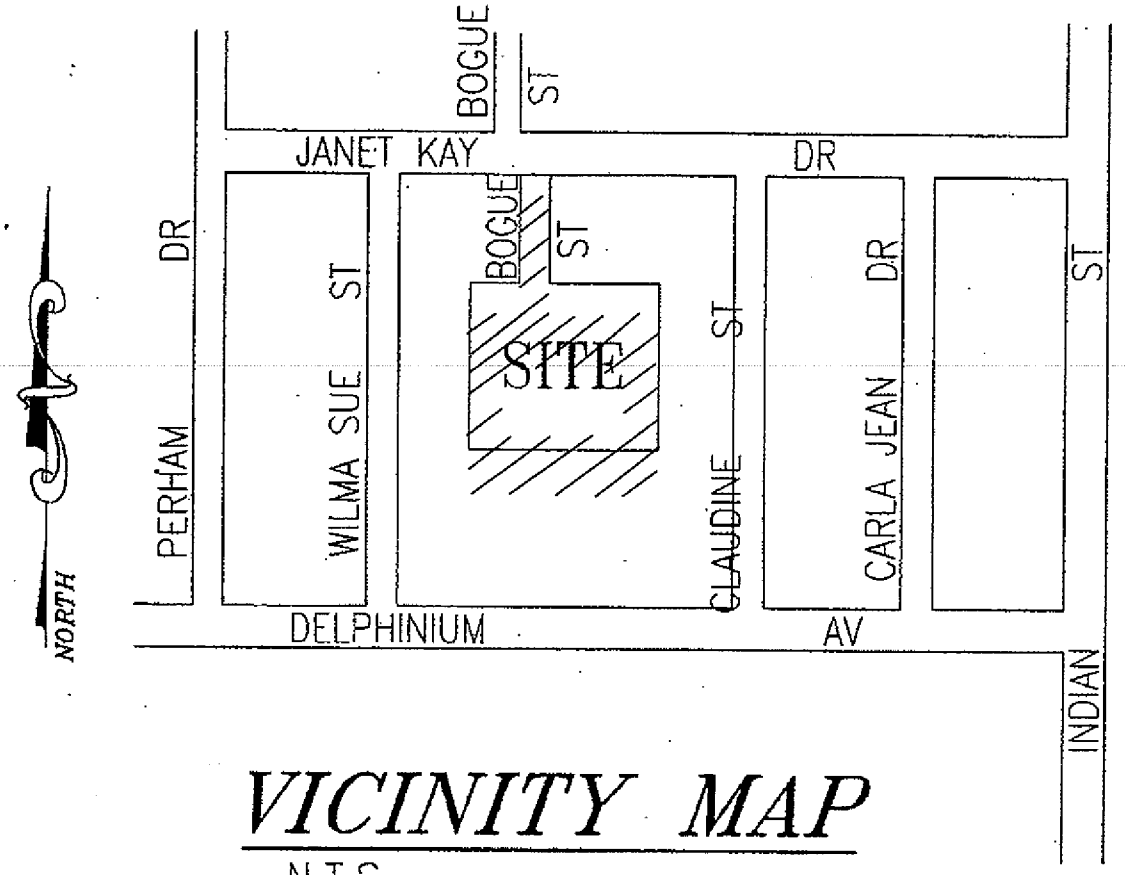

VICINITY MAP

N.T.S

CITY OF MORENO VALLEY PUBLIC WORKS - LAND DEVELOPMENT Exhibit A	TRACT MAP 32711 VICINITY MAP

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2009 StfRpts\7-14-09 TM 32711 Exhibit A.doc

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer and Barry Foster, Community & Economic Development Director

AGENDA DATE: August 28, 2012

TITLE: TRACT MAP 32710 – EXONERATION OF BONDS FOR PUBLIC IMPROVEMENTS

OCALA COURT, NORTH OF IRONWOOD AVENUE AND EAST OF HEACOCK STREET

DEVELOPER - ISAAC GENAH AND GLORIA M. GENAH, TRUSTORS AND TRUSTEES OF THE CSA REVOCABLE TRUST DATED SEPTEMBER 10, 1993
1430 TANGELO LANE
LA HABRA HEIGHTS, CA 90631

HANSON A. H. HO, TRUSTEE OF THE HO 2001 FAMILY TRUST
2245 KINGSBRIDGE COURT
SAN DIMAS, CA 91773

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Direct the City Clerk to forward the Notification of Requirement for Public Improvement Security for Tract 32710 to the County Recorder's Office for recordation.

2. Contingent upon recordation of the Notification of Requirement for Public Improvement by the Riverside County Recorder's Office, authorize the City Engineer to execute the exoneration of the Faithful Performance and Material and Labor bond associated with Tract 32710 for public improvements.

BACKGROUND

On November 29, 2004, the Planning Commission of the City of Moreno Valley approved Tentative Map 32710. The tentative tract map is a proposal to subdivide 1.73 acres into 6 residential lots.

On November 27, 2007 the City Council of Moreno Valley approved Final Map 32710 and accepted the Public Improvement Agreement and security. The developer was required to construct all public street improvements that included, but are not limited to, asphalt pavement, curb, gutter, sidewalk, driveway approaches, street lights, landscaping, storm drain, sewer and water. The Agreement for Public Improvements required the developer to provide security for the appropriate improvements. Tract 32710 provided a Faithful Performance Bond in the amount of $213,000 and a Material and Labor Bond in the amount of $106,000 issued by Indemnity Company of California.

DISCUSSION

The Developer has requested that the City exonerate the bonds due to non-development of the tract. The Land Development Division staff reviewed the request and determined that since construction of the public improvements was never initiated, we may exonerate the bonds. Per the Government Code 66462, the Developer shall provide a security for construction of all public improvements prior to final map recordation. Since the map has been recorded, the City will place a Notification of Requirement for Public Improvement Security on the tract. This will inform future developers that a Security and Agreement for Public Improvements is required prior to commencing construction.

ALTERNATIVES

1. Authorize the City Clerk to forward the Notification of Requirement for Public Improvement Security for Tract 32710 to the County Recorder's Office for recordation. Contingent upon recordation of the Notification of Requirement for Public Improvement by the Riverside County recorder's Office, authorize the City Engineer to execute the exoneration of the Faithful Performance and Material and Labor bond associated with Tract 32710 for public improvements.

2. Do not authorize the City Clerk to forward the Notification of Requirement for Public Improvement Security for Tract 32710 to the County Recorder's Office for recordation. Do not authorize the City Engineer to execute the exoneration of the Faithful Performance and Material and Labor bond associated with Tract 32710 for public improvements.

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit "A" – Vicinity Map
Exhibit "B" – Public Improvement Agreement for Tract 32710
Exhibit "C" – Notice of Property Non Compliance and Requirement for Public Improvement Security

Prepared By
Liz Plazola
Sr. Administrative Assistant

Department Head Approval
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito
Engineering Division Manager

Concurred By
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00175020

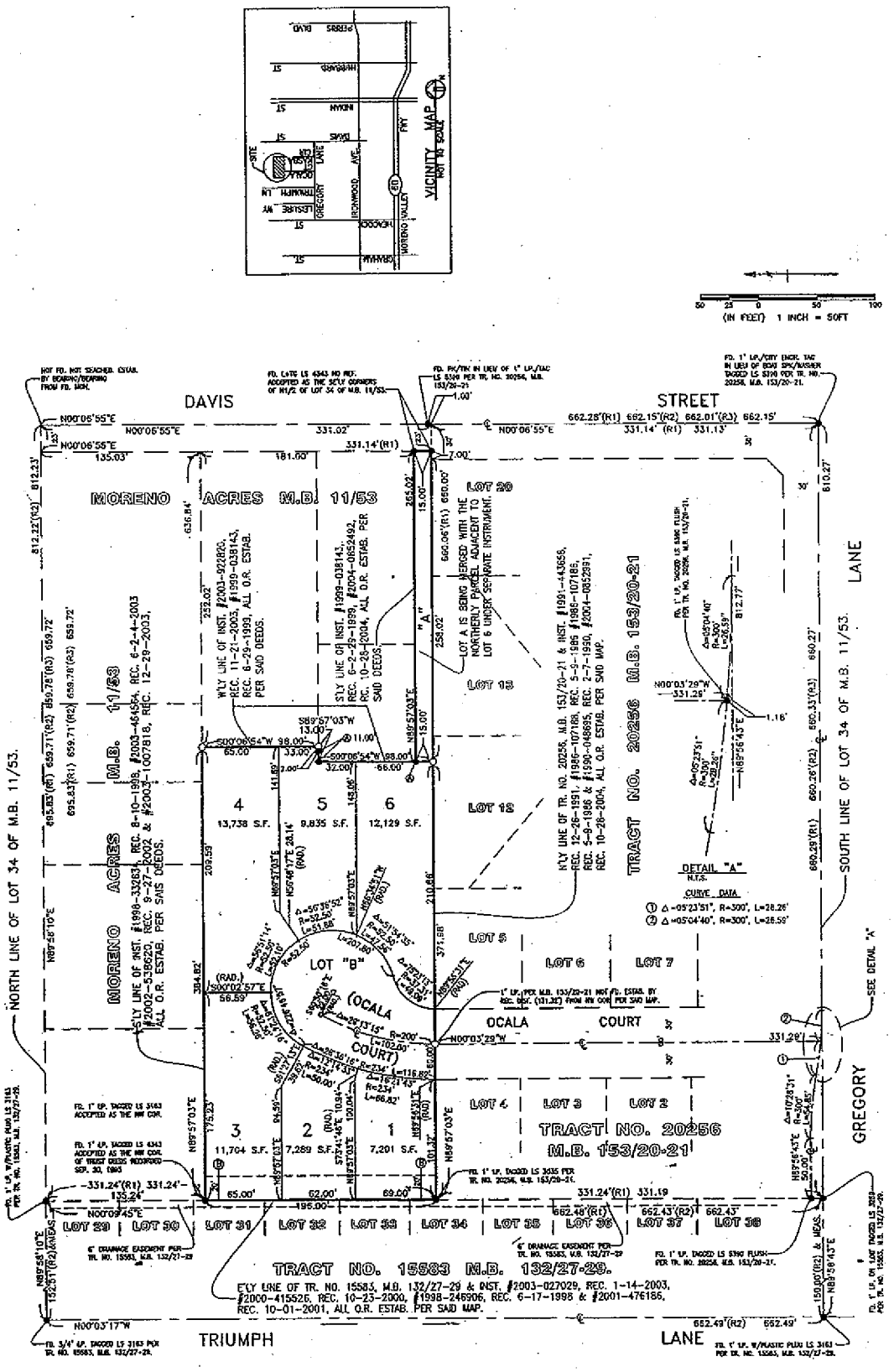

TRACT 32710
VICINITY MAP

CITY OF MORENO VALLEY
PUBLIC WORKS – LAND DEVELOPMENT

Item No. A.18

MV00175021

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MV00175022

RECORDING REQUESTED BY:
City of Moreno Valley

WHEN RECORDED, RETURN TO:

CITY OF MORENO VALLEY
City Clerk
P. O. Box 88005
Moreno Valley, CA 92552-0805

No recording fee per Government Code, Section 6103 *This space for Recorder's use only.*

AGREEMENT FOR PUBLIC IMPROVEMENTS
PROJECT NO. TRACT 32710

Recorded December 12, 2007, Book 427 of Maps, Pages 77-78
No. 2007-0743427

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and **ISAAC GENAH AND GLORIA M. GENAH, TRUSTORS AND TRUSTEES OF THE CSA REVOCABLE TRUST DATED SEPTEMBER 10, 1993, AND HANSON A. H. HO, TRUSTEE OF THE HO 2001 FAMILY TRUST, JOINTLY AND SEVERALLY,** herein after called Contractor, on the date signed by the Mayor of the City.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **TRACT 32710** agrees, at Contractor's own expense, to furnish all labor, equipment and material necessary, and within **TWENTY-FOUR (24)** months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Contractor further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Contractor shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Contractor shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Contractor waives the 120 day time limitation set forth in Section 66462.5, Government Code. The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto, is the sum of **TWO HUNDRED AND THIRTEEN THOUSAND AND NO/100** Dollars (*****$213,000.00*****).

SECOND: Contractor agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Contractor further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Contractor and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, his agents or employees, in the performance of the work, and all of said liabilities are assumed by Contractor. Contractor agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

Exhibit "B"

Item No. A.18

FOURTH: The Contractor hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Contractor has completed the work within the time specified or any extension thereof granted by the City.

FIFTH: Contractor agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The contractor shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. The Contractor's obligation under this provision shall be secured by the bonds securing performance of this Agreement.

SIXTH: The Contractor, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If the Contractor, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Contractor because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

EIGHTH: Contractor agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time **may** be granted by the City from time to time, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds, Contractor further agrees to maintain the aforesaid bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City:
City Engineer
P.O. Box 88005
14177 Frederick
Moreno Valley, CA 92552-0805

Contractor:
Isaac Genah and Gloria M. Genah, Trustors and Trustees
of the CSA Revocable Trust Dated September 10, 1993
1430 Tangelo Lane
La Habra Heights, CA 90631

Hanson A. H. Ho, Trustee of the Ho 2001 Family Trust
2245 Kingsbridge Court
San Dimas, CA 91773

IN WITNESS WHEREOF Contractor has affixed his name, address and seal.

Date approved by the City: 11/27/07

ISAAC GENAH AND GLORIA M. GENAH, TRUSTORS AND TRUSTEES OF THE CSA REVOCABLE TRUST DATED SEPTEMBER 10, 1993, AND HANSON A. H. HO, TRUSTEE OF THE HO 2001 FAMILY TRUST, JOINTLY AND SEVERALLY

ERIKA MAGALEON
COMM. # 1649613
NOTARY PUBLIC, CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires March 5, 2010

By: _____
Isaac Genah, Trustor and Trustee of the CSA Revocable Trust Dated September 10, 1993

By: Gloria M. Genah
Gloria M. Genah, Trustor and Trustee of the CSA Revocable Trust Dated September 10, 1993

By: _____
Hanson A. H. Ho, Trustee of the Ho 2001 Family Trust

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

By: Jane Halstead
City Clerk

(SEAL)

CITY OF MORENO VALLEY

By: Frank R. White
Mayor

APPROVED AS TO FORM:
CITY ATTORNEY

Date: 11/27/07

By: RDH
City Attorney

SIGNATURES OF CONTRACTOR MUST BE EXECUTED IN QUADRUPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; PINK - CONTRACTOR; GREEN - PUBLIC WORKS/LAND DEVELOPMENT; BLUE - PROJECT FILE

W:\LandDev\Lee Ann\Agreement Bond Packets\TR32710 - Agreement.doc

State of **California**
County of **Los Angeles**

On **September 27, 2007**, before me, **Erika Magaleon, notary public**, personally appeared, **Hanson A.H. Ho, Gloria M. Genah and Isaac Genah**, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument an acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

ERIKA MAGALEON
COMM. # 1649613
NOTARY PUBLIC, CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires March 5, 2010

TRUST CERTIFICATION
(California Probate Code Section 18100.5)

ISAAC GENAH AND GLORIA M. GENAH, Trustors and Trustees of **THE CSA REVOCABLE TRUST, DATED SEPTEMBER 20, 1993**, hereby state and certify but not by way of modification of said Trust:

1. That said Trust is in full force and effect as of the date of this certification. The trust has not been revoked, modified, or amended in any manner which would cause the representations contained herein to be incorrect. The undersigned are all of the currently acting trustees.

2. The Trustors have the right to all trust income, the right to invade trust principal and the power to revoke the Revocable Trust Agreement as to each of their respective separate property and community property interests. All such rights and powers when jointly exercised are without limitations.

3. The Co-Trustees have the power to invest trust assets and pledge the same as they in their discretion deem appropriate, limited by their duty to exercise care and prudence while acting in such fiduciary capacity.

4. Either Trustee named above may act unilaterally to bind the Trust in any transaction except those involving transfers of real property, as to which Co-Trustees must agree in a separate writing or in a specifically limited power of attorney to grant such power.

5. This Certificate of Trust is not intended to modify or represent a true and correct copy of the subject trust agreement, but is intended solely to put third parties on notice of the Trustors and Trustees of said trust and describe in general language their rights and power.

6. That the Trustees have the power to transfer and assign any and all interest that the Trust owns.

7. The tax identification number is 95-7110792.

Executed on Dec. 23, 2000 at LA HABRA, California.

Trustor
Isaac Genah, Trustor

Gloria M. Genah
Gloria M. Genah Trustor

Trustor
Isaac Genah, Trustee

Gloria M. Genah
Gloria M. Genah, Trustee

Item No. A.18

October 18, 2007

To Whom It May Concern:

Please be advised that as trustee of the HO 2001 FAMILY TRUST, I am authorized to sign and act for the behalf of the Ho 2001 Family Trust.

Should you have any questions, please feel free to contact 626 358-6688.

Sincerely,

Hanson A.H. Ho, trustee
HO 2001 FAMILY TRUST
11680 Goldring Rd., Suite A
Arcadia, Ca 91006

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: **Tract 32710**

DATE: **03/28/07**
PREPARED BY: **Michael Schuman**

STREET WORK

TYPE			QUANTITY	UNIT	UNIT PRICE	TOTAL
Roadway Excavation			315	C.Y.	20.00	6,300
A.B. Class II	0.5	Thickness (ft.)				
	8650	S.F.	314	Ton	55.00	17,246
A.C.	0.25	Thickness (ft.)				
	8650	S.F.	157	Ton	90.00	14,110
A.B. Class II	0	Thickness (ft.)				
	0	S.F.	0	Ton	55.00	0
A.C.	0	Thickness (ft.)				
	0	S.F.	0	Ton	90.00	0
A.C. Cap			0	Ton	90.00	0
A.C. Overlay			0	Ton	90.00	0
Grind & Pave 0.15'			0	S.F.	3.25	0
Curb and Gutter - 6"			347	L.F.	22.00	7,634
Curb and Gutter - 8"			0	L.F.	25.00	0
Curb Only - 6"			0	L.F.	18.00	0
Curb Only - 8"			0	L.F.	20.00	0
Cross Gutter and Spandrel			0	S.F.	15.00	0
Sidewalk			1307	S.F.	7.00	9,149
Driveway Approach - 6"			750	S.F.	14.00	10,500
Driveway Approach - 8"			0	S.F.	16.00	0
Alley Approach - 8"			0	S.F.	16.00	0
P.C.C. Paving - 6"			0	S.F.	14.00	0
P.C.C. Paving - 8"			0	S.F.	16.00	0
A.C. Berm - 6"			0	L.F.	10.00	0
A.C. Berm - 8"			0	L.F.	15.00	0
Slurry Seal (Based on $150/Ton Type II)			961	S.Y.	2.25	2,162
Redwood Header			0	L.F.	6.00	0
Sawcut			40	L.F.	1.50	60
Trench Repaving			0	S.F.	12.00	0
Utility Trench			0	L.F.	17.00	0
Wheelchair Ramp			0	EA.	1,200.00	0
Street Name Sign			0	EA.	500.00	0
Stop Sign			0	EA.	200.00	0
Barricade			0	L.F.	100.00	0
Warning Markers - Type L, Type N			0	EA.	100.00	0
Signs and Posts			0	EA.	200.00	0
Street Sweeping Sign			0	EA.	200.00	0
Bus Bay			0	EA.	20,000.00	0
Traffic Striping/raised pavement markers			0	L.S.	–	0
Traffic Signal (Includes Interconnect, Controller, Software,			0	EA.	272,000.00	0
Traffic Signal Interconnect (Existing Signals Only)			0	L.F.	30.00	0
Walls - Masonry: 6' Maximum			0	L.F.	100.00	0
Walls - Retaining: 6' Maximum			0	L.F.	150.00	0
Relocate Trees			0	EA.	2,500.00	0
1/2 Alley Apron			0	S.F.	16.00	0
Street Lights (9500 lumen)			2	EA.	4,000.00	8,000
Street Lights (22000 lumen)			0	EA.	5,000.00	0
Adjust M.H. to Grade			0	EA.	800.00	0
Adjust Water Valve to Grade			0	EA.	400.00	0
Erosion Control			2	Ac.	10,000.00	20,000
Cluster Mail Boxes			1	EA.	4,500.00	4,500
Electrical Utility Infrastructure			0	EA.		
Electrical Utility Line Extension			0	L.F.	135.00	
					SUBTOTAL:	99,662
Landscaping			0	S.F.	6.00	0
Water Quality Basins			0	S.F.	6.00	0
					SUBTOTAL:	0
Monuments:			28.00	EA.	100.00	$2,800

Item No. A.18

PROJECT: **Tract 32710**

DATE: **03/28/07**

PREPARED BY: **Anitra Holt**

STORM DRAIN SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	0	L.F.	160.00	0
30" Reinforced Concrete Pipe	0	L.F.	180.00	0
36" Reinforced Concrete Pipe	0	L.F.	190.00	0
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
50" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	350	L.F.	25.00	8,750
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Manhole No. 1	0	EA.	5000.00	0
Manhole No. 2	0	EA.	5500.00	0
Manhole No. 3	0	EA.	6500.00	0
Manhole No. 4	0	EA.	7000.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	7	EA.	2100.00	14,700
6" Wide Strip Basin		EA.	3000.00	0
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	0	EA.	5500.00	0
Catch Basin (14')	0	EA.	8000.00	0
Catch Basin (21')	0	EA.	12500.00	0
Local Depressions	0	S.F	535.00	0
Grated Catch Basin	0	EA.	6000.00	0
Transition Structure	0	EA.	5500.00	0
Inlet Structure (drop)	0	EA.	5000.00	0
Type IX Inlet Structure	0	EA.	2500.00	0
Junction Structure	0	EA.	6000.00	0
Headwall	0	EA.	5500.00	0
Rip Rap	0	TON	60.00	0
Parkway Drain	2	EA.	3500.00	7,000
Terrace Drain	0	S.F	10.00	0
Down Drain	0	S.F	10.00	0
Removal/Relocation- Catch Basin	0	EA.	5000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48")	0	EA.	3000.00	0
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	2	EA.	250.00	500
"V" Gutter	430	S.F.	10.00	4,300
			SUBTOTAL:	35,250

Item No. A.18

MV00175030

PROJECT: Tract 32710

DATE: 03/28/07
PREPARED BY: Anitra Holt

WATER SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
20" Water Pipe	0	L.F.	180.00	0
18" Water Pipe	0	L.F.	135.00	0
16" Water Pipe	0	L.F.	90.00	0
12" Water Pipe	0	L.F.	60.00	0
10" Water Pipe	0	L.F.	55.00	0
8" Water Pipe	130	L.F.	50.00	6,500
6" Water Pipe	36	L.F.	40.00	1,440
4" Water Pipe	0	L.F.	30.00	0
16" Gate Valve	0	EA.	5,000.00	0
12" Gate Valve	0	EA.	2,000.00	0
10" Gate Valve	0	EA.	1,200.00	0
8" Gate Valve	0	EA.	1,000.00	0
6" Gate Valve	0	EA.	800.00	0
4" Gate Valve	0	EA.	600.00	0
24" Butterfly Valve	0	EA.	5,200.00	0
20" Butterfly Valve	0	EA.	4,200.00	0
18" Butterfly Valve	0	EA.	2,800.00	0
16" Butterfly Valve	0	EA.	2,700.00	0
12" Butterfly Valve	0	EA.	1,800.00	0
10" Butterfly Valve	0	EA.	1,000.00	0
8" Butterfly Valve	1	EA.	800.00	800
6" Butterfly Valve	1	EA.	520.00	520
4" Butterfly Valve	0	EA.	330.00	0
6" Fire Hydrants	1	EA.	2,800.00	2,800
6" Super Fire Hydrants	0	EA.	3,000.00	0
Misc. Fittings (Tees, Crosses, Etc.) L/S				
4"	0	EA.	120.00	0
6"	0	EA.	160.00	0
8"	0	EA.	200.00	0
10"	0	EA.	240.00	0
12"	0	EA.	750.00	0
Blow Off 6"	0	EA.	2,500.00	0
Blow Off 4"	1	EA.	2,000.00	2,000
Air Vac & Release 2"	0	EA.	3,000.00	0
Air Vac & Release 1"	0	EA.	2,000.00	0
Meter 2" W/O Service	0	EA.	455.00	0
Meter 1 1/2" W/O Service	0	EA.	360.00	0
Meter 1" W/O Service	6	EA.	270.00	1,620
Meter 5/8" W/O Service	0	EA.	200.00	0
Service Connections 2"	0	EA.	1,600.00	0
Service Connections 1 1/2"	6	EA.	1,100.00	6,600
Service Connections 1"	0	EA.	500.00	0
Hot Tap 8"	0	EA.	2,800.00	0
Hot Tap Water Service	0	EA.	330.00	0
Jack & Bore	0	L.F.	300.00	0
Joint at Existing 8"	1	EA.	650.00	650
Thrust Block	2	CY	150.00	300
			SUBTOTAL:	23,230

Item No. A.18

PROJECT: Tract 32710

DATE: 03/28/07

PREPARED BY: Anitra Holt

SEWER SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
36" V.C. Pipe	0	L.F.	185.00	0
33" V.C. Pipe	0	L.F.	165.00	0
30" V.C. Pipe	0	L.F.	150.00	0
27" V.C. Pipe	0	L.F.	135.00	0
24" V.C. Pipe	0	L.F.	120.00	0
21" V.C. Pipe	0	L.F.	105.00	0
18" V.C. Pipe	0	L.F.	90.00	0
15" V.C. Pipe	0	L.F.	75.00	0
12" V.C. Pipe	0	L.F.	50.00	0
10" V.C. Pipe	0	L.F.	40.00	0
8" V.C. Pipe	140	L.F.	30.00	4,200
6" V.C. Pipe	0	L.F.	25.00	0
4" V.C. Pipe	243	L.F.	20.00	4,860
15" SDR - 35	0	L.F.	60.00	0
12" SDR - 35	0	L.F.	50.00	0
10" SDR - 35	0	L.F.	30.00	0
8" SDR - 35	0	L.F.	25.00	0
6" SDR - 35	0	L.F.	19.00	0
4" SDR - 35	0	L.F.	13.00	0
Standard Manhole 48"	1	EA.	3,000.00	3,000
Standard Manhole 48" Extra Depth	0	EA.	3,500.00	0
Standard Manhole 60"	0	EA.	4,500.00	0
Shallow Manhole	0	EA.	3,000.00	0
Tie Into Existing Manhole	1	EA.	1,500.00	1,500
Raise Manhole to Grade	1	EA.	300.00	300
Rechannel Existing Manhole	1	EA.	1,500.00	1,500
Join Existing 8" Pipe	0	EA.	600.00	0
Join Existing 12" Pipe	0	EA.	800.00	0
Clean-outs	0	EA.	700.00	0
Clean Out Lateral	0	EA.	120.00	0
Wyes	6	EA.	90.00	540
Pavement Replacement	0	S.F.	3.00	0
Concrete Encasement	0	L.F.	20.00	0
TV Sewer	0	L.F.	1.00	0
Trench Paving	0	S.F.	5.00	0
			SUBTOTAL:	15,900

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
BOND COMPUTATION SHEET

PROJECT: **Tract 32710**

DATE: **03/28/07**
PREPARED BY: **Anitra Holt**

IMPROVEMENT TYPE:

ROADWORK	:	$99,662
STORM DRAIN	:	$35,250
WATER SYSTEM	:	$23,230
SEWER SYSTEM	:	$15,900
SURVEY MONUMENTS	:	$2,800
LANDSCAPING:		$0
WATER QUALITY BASINS:		$0
TOTAL COST (VALUE) OF IMPROVEMENTS:		$176,842
+20% CONTINGENCY:		$35,368
GRAND TOTAL:		$212,210

BOND AMOUNT: **$213,000**

LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

www.riversideacr.com

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

- PAGE 3, AND NEXT PAGE NOTARY DOCUMENT (BOTH HAVE SAME NOTARY STAMP)
- WORDING: ERIKA MAGALEON
  COMM. # 1649613
  NOTARY PUBLIC, CALIFORNIA
  LOS ANGELES COUNTY
  MY COMM. EXPIRES MARCH 5, 2010

EAMI

Date: 6/2/08

Signature: Lee Ann Florez

Print Name: LEE ANN FLOREZ

Item No. A.18 9/2005)

MV00175034

Recording requested by and when
recorded, mail to:

Public Works/Land Development Division
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

Exempt from Recording Fee per
Govt. Code Sec. 6103
City of Moreno Valley
Community & Economic Development Department

(Space above this line for Recorder's use)
DOCUMENTARY TRANSFER TAX IS NONE.
Public Agency exempt.
Revenue and Taxation Code Section 11922

PUBLIC WORKS LAND DEVELOPMENT DIVISION
OF THE CITY OF MORENO VALLEY, STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

NOTICE OF PROPERTY NON COMPLIANCE AND REQUIREMENT FOR PUBLIC IMPROVEMENT SECURITY

In the matter of the Property of Assessor's Parcel Numbers 475-182-048 through 053, also known as Tract 32710, owned by Isaac Genah and Gloria M. Genah, Trustors and Trustees of the CSA Revocable Trust Dated September 10, 1993, and Hanson A. H. Ho 2001 Family Trust, Jointly and Severally;

NOTICE is hereby given that the Property described on Exhibit A attached hereto is in non-compliance with the Subdivision Map Act, Section 66499; because at the time of approval of Final Map Number 32710 public improvements were required to be built and security placed with the City of Moreno Valley guaranteeing the construction of the public improvements and such prerequisites to construction have not been met and are still required. Any purchaser or encumbrances acquiring an interest in said property subsequent to the recording of this notice with the County Recorder shall have such interest subject to the public improvement requirements and the posting of security for the public improvements. An Agreement for Public Improvements and the security for such improvements are required before construction can be commenced. Further details regarding this notice may be obtained by addressing an inquiry to the CEDD, Land Development Division (Phone: 951-413-3120, 14177 Frederick Street, Moreno Valley, California, 92552).

By: _____
AHMAD R. ANSARI,
PUBLIC WORKS DIRECTOR/CITY ENGINEER
CITY OF MORENO VALLEY

Date _____

Exhibit "C"

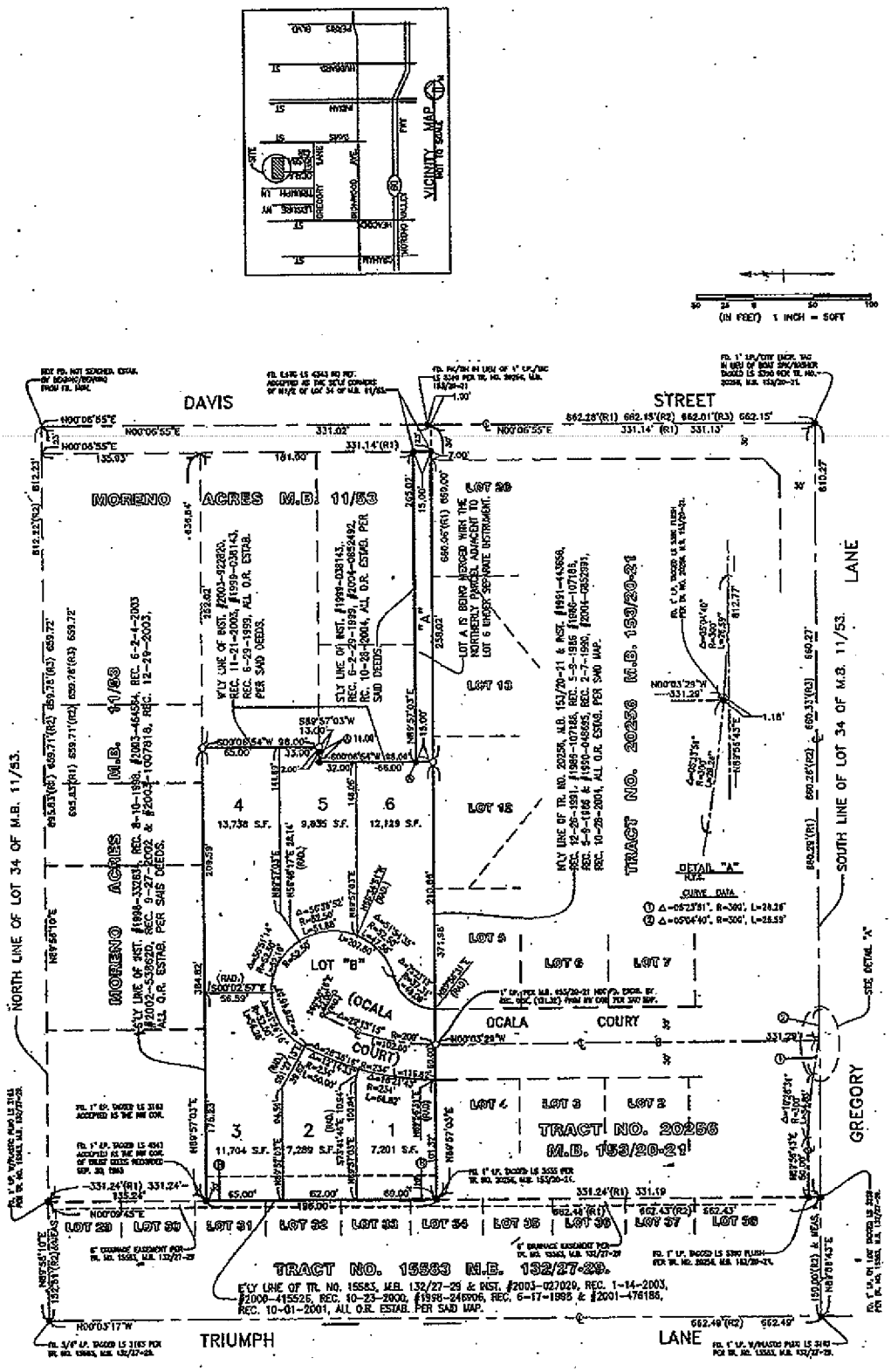

EXHIBIT "A"

TRACT 32710 VICINITY MAP

CITY OF MORENO VALLEY PUBLIC WORKS – LAND DEVELOPMENT

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director
Joel Ontiveros, Chief of Police

AGENDA DATE: August 28, 2012

TITLE: AWARD OF CITYWIDE CAMERA SURVEILLANCE PROJECT CONTRACT AND AUTHORIZATION FOR CITY MANAGER TO EXECUTE CONTRACT AND SUPPORT AGREEMENT WITH AVRIO GROUP SURVEILLANCE SOLUTIONS, LLC PROJECT NO. TS-CCSS 2012-02

RECOMMENDED ACTION

The Public Safety Subcommittee recommends that the City Council take the following actions:

1. Authorize the award of the Citywide Camera Surveillance Project contract to Avrio Group Surveillance Solutions, LLC (Avrio), 3 N. Harrison Street, Suite 100, Easton, Maryland 21601 in an amount not-to-exceed $1,800,000 for installation.

2. Authorize the City Manager to sign the contract with Avrio.

3. Authorize the City Manager to execute the support agreement with one-year of maintenance with additional one-year options for maintenance as follows:

Year 1 maintenance	Included - No Charge
Year 2 maintenance	$98,000
Year 3 maintenance	$112,000
Year 4 maintenance	$125,000
Year 5 maintenance	$145,000

BACKGROUND

The Citywide Camera Surveillance System was first presented to the Public Safety Sub-Committee in a meeting on June 27, 2011. The citywide camera surveillance system

was presented in a Study Session before City Council on September 20, 2011. The Public Safety Sub-Committee recommended that the Police Department continue to move forward with this project at their October 31, 2011 meeting. On November 23, 2011 a Request for Proposals (RFP) was issued for a Project Manager for this project; the RFP process successfully concluded on January 11, 2012. On April 2, 2012 the City issued a RFP concerning the camera surveillance system and eleven proposals were received on May 9, 2012.

Several cities in California, such as the Cities of Redlands, Compton, Bakersfield, Santa Monica, Lynnwood, Fresno, and Vallejo, have camera surveillance systems throughout their cities with varying degrees of coverage. These cameras contribute to the overall safety of the entire community and aid law enforcement's effort in crime prevention and solving crimes.

During the fourth quarter of 2011 and the first quarter of 2012, Police and City Staff reviewed surveillance systems and met with representatives from several Southern California cities concerning their camera system. After evaluating various camera systems, City Staff determined that a citywide camera surveillance system would enhance the law enforcement capabilities of the Moreno Valley Police Department. During this investigation phase, all City Council members expressed support for the citywide camera surveillance system.

DISCUSSION

After eleven proposals were received on May 9, 2012, an evaluation committee was formed to choose a vendor to build the citywide camera surveillance system. The evaluation committee included a Police Lieutenant, a Police Sergeant, the Project Manager, and the City's Technology Services Division Manager. All proposals were read and scored by each member of the evaluation committee, resulting in a ranking of the proposals. The scoring revealed a natural break where four of the proposals were superior to the remaining proposals; these four vendors were considered finalists. A representative from another local city who manages that City's camera system was added to the evaluation committee when finalists were identified.

Proposals from the four finalists were further scrutinized in order to identify the company that staff would recommend to the City Council. A questionnaire, consisting of both common and customized questions, was sent to each finalist. Finalists were asked to both respond to the questionnaire in writing and in person in order to make a presentation to the evaluation committee. Each company was given 4 hours to make their presentation and engage the evaluation committee during the days of May 29 & 30, 2012. After the conclusion of the presentations, the evaluation committee met several additional times. Two of the finalists made proposals that fit the City's needs very well and addressed all of the evaluation criteria. Best and final offers were requested from these two companies. Based on the final offers the committee chose Avrio as the company that best fit the City's requirements.

Avrio submitted a proposal that covers all locations in the City, as identified by the Police Department, in project phases 1, 1a, and 2; the RFP also identifies phase 3 locations. Avrio's proposal covers a total of 67 locations throughout the City; each

location will include at least 3 cameras. The proposal also included 3 mobile camera systems which will be placed as the Police Department identifies an area in need of the use of these cameras.

In addition to cameras the complete system includes two other major components. One of these components is a wireless system to transmit the video images to City Hall and the Police Department. Avrio has proposed a collection of common, well-known wireless equipment placed throughout the city that establishes a network capable of transmitting high quality video images back to storage facilities at City Hall. The exact placement and height of the wireless radios required to be placed remains subject to site surveys, but the proposed system has been designed to require only minimal additions in the future.

The last major component of the system is called the Video Management System (VMS). The VMS is the software responsible for managing all the cameras, stored videos, user permissions, video clip exports, and many other features. Avrio has proposed a common, well-known VMS that has an outstanding list of features.

Avrio's final offer includes price guarantees to the City for any equipment and services that are purchased during the next three years to expand the system. These guarantees give the City a known cost for expanding the coverage of the system to additional locations at a known cost.

Police Department and City staff confidently recommends Avrio based on the merits of their proposal and the checking of several references. The Cities contacted as references for Avrio were very pleased with their camera system and with Avrio's customer service; several of the cities plan to expand their camera systems and view Avrio as the preferred vendor for those expansions.

Project Schedule

The project schedule includes milestones that will enable the Police Department to begin viewing live video from some locations by December of this year. A detailed project schedule is currently being developed and is being heavily influenced by the wireless radio system site surveys.

Project Budget

The City Council, on December 3, 2011, approved the total project funding of $1.9 million, which includes $95,000 for Project Management Services and $1.8 million for the Citywide Camera Surveillance System.

Annual Maintenance

Camera systems, like all hardware and software systems, require annual maintenance agreements in order to continue using the system, to receive enhancements and fixes, and to enable support calls when problems arise. Avrio has agreed to provide the first year of maintenance at no charge; the schedule for annual maintenance is shown below under Alternatives.

The City has budgeted asset depreciation (replacement costs) and annual maintenance for this system at a level that should ensure the success of this on-going system.

ALTERNATIVES

1. Authorize the award of the Citywide Camera Surveillance Project contract to Avrio Group Surveillance Solutions, LLC (Avrio), 3 N. Harrison Street, Suite 100, Easton, Maryland 21601 in an amount not-to-exceed $1,800,000 for installation.

2. Authorize the City Manager to sign the contract with Avrio.

3. Authorize the City Manager to execute the support agreement with one-year of maintenance with additional one-year options for maintenance as follows:

Year 1 maintenance	Included - No Charge
Year 2 maintenance	$98,000
Year 3 maintenance	$112,000
Year 4 maintenance	$125,000
Year 5 maintenance	$145,000

4. Do not authorize the Citywide Camera Surveillance System contract. ***This action would prevent the building of the Citywide Camera Surveillance System and hamper the plans of the Police Department to enhance public safety in the City.***

5. Provide staff with further direction.

Staff recommends Alternative Nos. 1, 2 and 3.

FISCAL IMPACT

Funding for the $1,900,000 Citywide Camera Surveillance System project budget is available in a Technology Services Capital Improvement Project account (7210-30-39-80010) due to the City Council's previous funding of this project.

Due to the availability of the funding source identified above, approval of the Citywide Camera Surveillance System project contract will have no further impact on the City's General Fund operating budget.

CITY COUNCIL GOALS

The Citywide Camera Surveillance System will contribute towards the City Council's goal of Public Safety, which states: Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

SUMMARY

Following an extensive evaluation process, staff has selected Avrio RMS Group (Avrio) as the preferred vendor for a Citywide Camera Surveillance System through a competitively bid Request for Proposals (RFP) process. Avrio has submitted the proposal that best fits the City's needs from among a field of 11 proposals. The Citywide Camera Surveillance System is anticipated to begin in July 2012 and be completed by March, 2013 with the first cameras operational in December 2012. Avrio has also given the City a price guarantee on any equipment and services that are purchased during the next three years. Therefore, it is recommended that the City Council award the project to Avrio, authorize the Mayor to execute the contract, authorize the City Manager to execute a purchase order for one-time project costs not-to-exceed amount $1,800,000, and authorize the City Manager to execute the one-year maintenance options related to the contract starting in year 2 of the contract.

The proposed Citywide Camera Surveillance System has been reviewed and is supported by the Public Safety Subcommittee.

ATTACHMENTS/EXHIBITS

Attachment 1: Citywide Camera Surveillance Project Contract Agreement

Prepared By:
Steve Hargis
Technology Services Division Manager

Department Head Approval by:
Richard Teichert
Financial & Administrative Services Director

Concurred By:
Brandon Ford
Lieutenant

Concurred by:
Joel Ontiveros
Chief of Police

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00175042

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, hereinafter referred to as the "City", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon City policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

This Agreement is made and entered into effective the date the City signs this Agreement.

1. **CONTRACTOR INFORMATION**:

Contractor's Name:	Avrio Group Surveillance Solutions, LLC (aka Avrio RMS Group)
Address:	3 N. Harrison Street, Suite 100
City:	Easton, Maryland 21601
Business Phone:	(410) 820-9334 x101 Fax No.: (410) 820-4304
Other Contact Number:	_____
Business License Number:	_____
Federal Tax I.D. Number:	26-3966298

2. **CONTRACTOR SERVICES, FEES, AND RELEVANT DATES**:

A. The Contractor's scope of service is described in Exhibit "A" attached hereto and incorporated herein by this reference. If there is a conflict between documents incorporated by reference therein, the document highest in precedence shall control. The precedence shall be:
   a. First: This Agreement
   b. Second: City Request for Proposals (RFP)
   c. Third: Contractor Proposal
   d. Fourth: City Finalist Questions
   e. Fifth: Contractor Presentation
   f. Sixth: City Request for Best and Final Offer
   g. Seventh: Contractor Best and Final Offer
   h. Eighth: Support Agreement

   Agreed upon change orders, supplemental agreements, and approved revisions to the specifications become a part of item First.

B. The City's responsibility, other than payment, is described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contractor Starting Date is August 28, 2012 and the Contractor Ending Date is August 27, 2013. The City acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others (including,

without limitation, the City) or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

3. **STANDARD TERMS AND CONDITIONS**:

A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, (collectively, "Claims") incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage. The City shall promptly notify Contractor of any Claims. The City's failure to provide such notice to Contractor shall limit Contractor's defense or indemnification obligations to the extent that the delay is prejudicial to Contractor. Contractor shall have the right to assume the defense and settlement of any third party Claims for which Contractor is providing indemnification hereunder.

F. City Indemnification. The City agrees to indemnify, defend and save the Contractor harmless from any and all liability, Claims, damages or injuries to any person, including injury to the City's, Housing Authority's and CSD's employees and all Claims which arise from the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused by the negligent acts of the City, Housing Authority and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any Claims arising from the negligence or willful misconduct of the

Contractor, its officers, agent, employees, or subcontractors. Contractor's failure to provide such notice to the City shall limit the City's defense or indemnification obligations to the extent that the delay is prejudicial to the City. The City shall have the right to assume the defense and settlement of any third party Claims for which the City is providing indemnification hereunder.

G. Limitation on Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CONTRACTOR'S AGGREGATE LIABILITY FOR CLAIMS BY THE CITY ARISING FROM A BREACH OF THIS AGREEMENT WITH RESPECT TO NON-PERFORMANCE SHALL NOT EXCEED THE AMOUNTS PAID BY THE CITY TO CONTRACTOR HEREUNDER. CLAIMS ARISING FROM PERSONAL INJURY, PROPERTY DAMAGE, LABOR AND MATERIAL CLAIMS, THIRD-PARTY CLAIMS, AND NON-PERFORMANCE RELATED CLAIMS ARE NOT LIMITED BY THE FOREGOING LIMITATION.

H. Insurance Requirements. The Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

The Contractor shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the City, the Housing Authority and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement

⊗ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	$5,000,000 per occurrence/ $5,000,000 aggregate
Property Damage	$500,000 per occurrence/ $500,000 aggregate

⊗ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

⊗ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/CSD/Housing Authority premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City Risk Manager prior to the

execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

I. Intellectual Property. Any system or documents developed, produced or provided by Contractor exclusively for the City under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

J. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

K. Termination.

(a) The City may terminate this Agreement without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. In event of any termination of this Agreement, the City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for the value of all non-objected to services performed by the Contractor and all products delivered and accepted in accordance herewith through the date of termination.

(b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.

L. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractors time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the City's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

M. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

N. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

O. Bonds. The Contractor shall furnish a satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, form, or entity eligible to file a stop notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the City, become non-responsible or unacceptable, the Contractor shall, within ten (10) Calendar Days after receiving notice from the City, provide written documentation to the Satisfaction of the City that Contractor has secured new or additional sureties for the bonds; otherwise the Contractor shall be in default of the Contract. No further payments shall be deemed due or will be made under Contract until a new surety(ies) qualifies and is accepted by the City.

Contractor agrees that the Labor and Materials Payment Bond and Faithful Performance Bond attached to this Agreement are for reference purposes only, and shall not be considered a part of this Agreement. Contractor further agrees that said bonds are separate obligations of the Contractor and its surety, and that any attorney's fee provision contained in any payment bond or performance bond shall not apply to this Agreement. In the event there is any litigation between the parties arising from the breach of this Agreement, each party will bear its own attorneys' fees in the litigation.

P. Traffic Control Plans. Contractor shall submit Traffic Control Plans and receive approval from the City of Moreno Valley, Transportation Engineering Division based on the 2012 Work Area Traffic Control Handbook and the 2012 California Manual of Temporary Traffic Controls for Construction and Maintenance Work Zones from the CalTrans Manual. A copy of the above manuals will be provided by the City.

Q. Permits. Contractor shall obtain approved Encroachment Permit from the Land Development Division, Entry Permit from the Parks and Recreation Division, Building Permit from the Building and Safety Division, and approval and Inspection from the Transportation Division as required by City.

R. California Labor Code. For the field installation portions of the contract the City **requires** the payment of prevailing wages, submission of certified payrolls, and compliance with other Labor Code provisions. *This contract is considered a public works contract as defined by the Public Contract Code. (California Code of Regulations starting at section 16000)*

S. Assignment. Contractor may collaterally assign its rights hereunder to a lender or lenders providing financing for Contractor.

T. Disclaimer of Warranties. OTHER THAN FOR THE EXPRESS WARRANTIES OF CONTRACTOR CONTAINED IN THIS AGREEMENT OR THE RFP, CONTRACTOR DISCLAIMS ALL OTHER EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED HEREUNDER. IN NO EVENT CONTRACTOR'S WARRANTIES SHALL APPLY TO GOODS THAT HAVE BEEN SUBJECTED TO ALTERATION, MISBRANDING, MISLABELING, MISUSE, MISHANDLING, ABUSE, NEGLECT, OR ACCIDENTAL DAMAGE CAUSED BY PARTIES OTHER THAN CONTRACTOR.

SIGNATURE PAGE TO FOLLOW

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
Henry T. Garcia, City Manager

_____
Date

Avrio Group Surveillance Solutions, LLC

BY: _____
Darrin Lipscomb, President

_____
Date

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Chief of Police

_____
Date

_____
Financial & Administrative Services Director

_____
Date

CITY OF MORENO VALLEY
CITYWIDE CAMERA SURVEILLANCE SYSTEM
PROJECT # TS-CCSS 2012-02

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MORENO VALLEY

REQUEST FOR PROPOSALS

RFP # TT 11/12-10

CITYWIDE CAMERA SURVEILLANCE SYSTEM

PROJECT # TS-CCSS 2012-02

April 2, 2012

Proposals are due Wednesday, May 9, 2012

Before 2:00 p.m. PST

RFP # TT 11/12 10

CITY OF MORENO VALLEY

CITYWIDE CAMERA SURVEILLANCE SYSTEM

PROJECT # TS-CCSS 2012-02

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RFP # TT 11/12 10

CITY OF MORENO VALLEY
Citywide Camera Surveillance System
Project # TS-CCSS 2012-02

GENERAL PROPOSAL TERMS AND CONDITIONS

Notify the City if you wish to receive addendums – Contact the Purchasing Division at PurchasingDivision@moval.org if you wish to receive any addendums via e-mail related to this RFP; otherwise all addendums will be posted on the City's web site. Questions relating to this addendum will be received through April 26, 2012; questions received after that will not be answered.

Requirement to Meet All Proposal Provisions - Each proposer shall meet all of the specifications and RFP terms and conditions. By virtue of the proposal submission, the proposer acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the RFP. Nonsubstantial deviations may be considered provided that the proposer submits a full description and explanation of and justification for the proposed deviations. Whether any proposed deviation is nonsubstantial will be determined by the City of Moreno Valley in its sole discretion.

Communications Regarding Proposal - All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged but will be permitted. However, any such verbal communication shall not be binding on the City. All questions regarding this RFP should be in writing to: PurchasingDivision@moval.org

Proposal Submission – Four (4) printed and one (1) electronic copy of the proposal must be submitted. Each proposal must be submitted on the form(s) provided in the RFP. One (1) Price proposal shall be enclosed in a separate sealed envelope, addressed to:

City of Moreno Valley
City Clerk's Office

(hand or delivery service) **14177 Frederick Street** **Moreno Valley, CA 92552**	***(postal)*** ***PO Box 88005*** **Moreno Valley, CA 92552**

In order to guard against premature opening, the Proposal shall be clearly labeled with the RFP number, title, name of proposer, and date and time proposals are due. If the proposal is delivered to the City in express delivery or other priority mail services, the above information must also be included on the outside shipment envelope.

Submission of One Proposal Only - No individual, or business entity of any kind shall be allowed to make or file or to be interested in more than one proposal, except an alternative proposal when specifically requested. However, an individual who has quoted prices on materials to a proposer submitting a Proposal is not thereby disqualified from quoting prices to other proposers submitting proposals.

Proposal Withdrawal - A proposer may withdraw its Proposal without prejudice prior to the time specified for the proposal opening by submitting a written request to the City's Finance Director/City Treasurer for its withdrawal. If this occurs, the Proposal will be returned to the proposer unopened. No Proposal received after the time specified or at any place other than the place stated in the Request for Proposals will be considered.

Proposal Retention and Award - The City reserves the right to retain all proposals for a period of 30 days after the proposal opening date for examination and comparison. The City also reserves the right to determine and waive nonsubstantial irregularities in any proposal, to reject any or all proposals, to reject one part of a proposal and accept the other, except to the extent that the proposals are qualified by specific limitations, and to make the award as the interest of the City may require based on the criteria identified in this RFP Terms and Conditions.

Contract Requirement - The proposer to whom the award is made shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by mail to the address given in the proposal or within ten (10) calendar days after receipt by proposer of oral communication of the intent to award, whichever occurs first. The Contract shall be made in the form adopted by the City and incorporated in these specifications. The proposer warrants that proposer possesses, or has arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the work hereunder in compliance with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable; and further, proposer shall comply with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable.

Failure to Accept Contract - If upon notification of intent to award the contract by the City, the proposer fails to enter into the Contract within the specified time period, the pending award will be annulled. Any proposal security will be forfeited in accordance with these RFP Terms and Conditions if a bond or security is required. An award may be made to the next most qualified proposer who shall fulfill every term and condition of the RFP.

Business License - The City's Business Ordinance requires that a Business License be obtained before any business, trade, profession, enterprise, establishment, occupation, or calling is conducted within the City. The amount of the tax is based on gross receipts resulting from business conducted in the City of Moreno Valley and is required to be paid when business is conducted in the City even though the principal location of the business may be outside of the City or a Business License has been issued to them by another city. Issuance of a Business License is only evidence of the fact that the business license fee and applicable business gross receipts tax has been paid. It does not sanction or approve any operation not otherwise permitted. Verification that the proposer has a valid City of Moreno Valley Business License will be obtained by the City prior to the execution of the contract. Additional information regarding the City's Business License program may be obtained by calling (951) 413-3084.

Submission of References - Each proposer shall submit a statement of qualifications and references on the form provided in the RFP package.

Insurance - The Contractor shall meet the following provisions (Sections 1 through 7) relating to insurance coverage.

1. General Conditions - Without limiting the Contractor's indemnification of City, Contractor shall provide and maintain at its own expense the insurance listed under Section 7 (Evidence of Coverages) covering its operations, subject to the following conditions:

   a) The City, its Boards, Officers, Agents, and Employees shall be included as additional insureds in all liability insurance policies and endorsements thereto except for Workers' Compensation and Professional Errors and Omissions. The City shall be named Loss Payee as its interest may appear in all property insurance.

   b) Such insurance shall be primary with respect to any insurance maintained by City and shall not call on City's insurance for contributions.

   c) With respect to the interests of the City, the Contractor's insurance shall not be canceled nor reduced in coverage or limits until after thirty (30) days written notice shall have been sent by certified mail (return receipt requested) to the City of Moreno Valley, Finance Department, 14177 Frederick Street, PO Box 88005, Moreno Valley, CA 92552-0805, and shall contain an unequivocal clause so stating.

   d) A City approved endorsement or certified copy of insurance policy providing coverage shall be submitted to and approved by the City's Risk Manager prior to commencement of any work or tenancy.

2. Workers' Compensation - The Contractor shall procure and maintain, during the life of the contract, workers' compensation insurance or a valid certificate of consent to self-insure for all its employees engaged on or at the site of the project. In case any of the work is sublet, the Contractor shall require all subcontractors to similarly provide workers' compensation insurance for all the latter's employees unless such employees are covered by protection afforded by workers' compensation insurance carried by the Contractor.

   By submitting a proposal pursuant to these specifications, Contractor hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation.

3. Aggregate Limits/Blanket Coverage - If any of the required insurance coverages contain aggregate limits or apply to other operations or tenancy of the Contractor outside these specifications, Contractor shall give City prompt, written notice of any incident, occurrence, claim, settlement, or judgment against that insurance which may diminish the protection that such insurance affords the City. Contractor shall further take immediate steps restoring such aggregate limits or shall provide other insurance protection for such aggregate limits.

4. Modification of Coverage - The City reserves the right at any time during the term of any contract executed with the Contractor pursuant to these specifications (Contract) to change the amounts and types of insurance required hereunder by giving Contractor ninety (90) days written notice. If such change should result in a premium increase in excess of ten (10%) percent to Contractor, City agrees to negotiate additional compensation proportional to the increased benefit to the City.

5. Failure to Procure or Maintain Insurance - Contractor's failure to procure or maintain required insurance program shall constitute a material breach of contract under which the City may immediately terminate the Contract or, at its discretion, procure or renew

such insurance to protect the City's interests and pay any and all premiums in connection therewith, and recover all monies so paid from Contractor, or deduct all monies so paid from payments due Contractor.

6. Underlying Insurance - Contractor shall be responsible for requiring indemnification and insurance from its employees receiving mileage allowance, consultants, agents, and subcontractors, if any, to protect the Contractor's and the City's interests, and for ensuring that such persons comply with any applicable insurance statutes. Contractor is encouraged to seek professional advice in this regard.

7. Evidence of Coverages - Evidence of coverages (as checked below) having as a minimum the limits shown must be submitted and approved prior to commencement of work or any tenancy. Amounts shown are Combined Single Limit (CSL). Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount.

Description	Limits
X Workers' Compensation	Statutory
(X) Employer's Liability	$500,000
X General Liability (must be written on an Occurrence Form)	$5,000,000
(X) Premises and Operations	
(X) Contractual Liability	
(X) Independent Contractors	
(X) Products/Completed Operations	
(X) Broad Form Property Damage	
X Automobile Liability (must be written on an Occurrence Form)	$1,000,000
(X) Owned Automobiles	
(X) Nonowned/Hired Automobiles	
X Professional Errors and Omission	$1,000,000

Non-Exclusive Contract - The City reserves the right to purchase the items listed in the Detailed Proposal Specifications/Proposal Submission Form, as well as any supplemental items, from other vendors during the contract term.

RFP # TT 11/12 10

CITY OF MORENO VALLEY
Citywide Camera Surveillance System
Project # TS-CCSS 2012-02

BACKGROUND ON CITYWIDE CAMERA SURVEILLANCE PROJECT

The City of Moreno Valley, Police and Financial & Administrative Services Departments, are requesting proposals pursuant to Project # TS-CCSS 2012-02, Citywide Camera Surveillance Installation and Integration. The completed Citywide Camera Surveillance system will be utilized by the City to support public safety, traffic management, and asset protection activities in service to its citizens.

As the City makes cutbacks in the area of public safety, a citywide camera system will aid law enforcement in their efforts to combat crime in the community. Efforts to research the benefits of a City-wide camera surveillance system included staff visiting the cities of Redlands and Santa Monica to view their camera systems. Both Redlands and Santa Monica had very positive feedback on their camera systems. Their Citywide camera systems have allowed them to actively monitor parks, piers, shopping malls, and parking lots from a remote location. While monitoring their Citywide camera surveillance systems, they have witnessed crimes occurring such as vandalism, burglaries, drug deals, and assaults with a deadly weapon. Additionally, officers have been able to deter city ordinance violations, such as being in a park after hours. The use of the citywide camera surveillance system has led to the identification and arrest of suspects in a multitude of crimes. In some of these cases, by the time officers arrived to investigate a crime, if the suspects have disposed of any evidence; the citywide camera surveillance system has aided officers in the recovery of evidence.

Most camera systems offer software analytics; this software lends itself to making law enforcement more efficient. For example, there is technology that allows for the use of virtual trip wires at desired locations. Crossing these virtual trip wires activates an alarm in the monitoring room and leads to quick action by officers and the ability to coordinate a response to apprehend suspects. There is also software available for license plate reading as vehicles pass through intersections. Some cities use add-on capabilities for gunshot sound recognition and locating. Gunshot sound locating, yet another analytical tool, requires equipment and software be placed at the camera locations. When a gunshot sound is detected, the cameras in that area are automatically turned towards the gunshot sound. This technology can aid in coordinating responses by police and medical personnel to safely render aid to victims and to apprehend suspects. These are just a few of the technologies that are available for a Citywide camera surveillance system. Each of these components to the Citywide camera surveillance system is aimed at preventing or reducing crime, and in cases where a crime occurs, documenting it.

In researching Citywide camera surveillance systems staff discovered that the communications infrastructure is an expensive, upfront cost; however, it is a necessary cost in order to correctly build a lasting foundation. Trying to expand infrastructure as the system grows raises costs in the long term. This is a lesson learned from the City of Redlands and they have encouraged our city to avoid the same mistake. Absent fiber communications throughout the City, a wireless backhaul system is envisioned for this project. As existing fiber plans become a reality, the system will be converted from wireless to fiber. With solid infrastructure in place, the Citywide camera surveillance system can expand to add cameras as funding becomes available.

RFP # TT 11/12 10

CITY OF MORENO VALLEY
Citywide Camera Surveillance System
Project # TS-CCSS 2012-02

QUALIFICATIONS AND SCOPE OF WORK

The vendor's history of performance and demonstrated ability in providing similar wireless based video surveillance solutions will be assessed. Preference will be given to vendors who are able to provide solid references and who have demonstrated a history of meeting project implementation and long-term maintenance commitments.

The vendor's qualifications and certifications associated with the proposed technologies will be considered.

The total budget for this Citywide Camera Surveillance System is $1.8 million dollars. In order to minimize the City's risk involved with the completion of this project, the successful bidder will be required to either (A) execute a performance bond for $540,000 dollars, or (B) agree to a payment schedule where the final $540,000 is not due until the City has formally accepted the complete system.

There are no contingency funds; respondents are required to meet the functional requirement of this RFP while staying within this budget.

April 11, 2012 1pm	Pre-bid meeting Police Department Main Conference Room 22850 Calle San Juan De Los Lagos Moreno Valley, CA 92552
May 2012	Evaluate RFP responses
June 2012	Negotiate with Finalists
June 12 or 26, 2012 Tuesday 6:30 pm	Award contract
July 2012	Begin implementation of the system
November 30, 2012	Complete implementation of the system

This RFP covers the above estimated schedule through November 2012; the dates are subject to change.

Proposal Content - The City is requesting comprehensive proposals to design, acquire, install, and maintain a city wide surveillance system to serve as a turnkey solution. The City plans to install surveillance cameras on city owned infrastructure including traffic control and lighting poles as well as city owned buildings. In addition the city plans to utilize public – private partnerships which will also allow the use of privately owned infrastructure for camera or wireless radio placement. The City's goal for the system is to provide video technology to

improve overall safety and security to the residents of the city.

The City has little fiber infrastructure at this point and is requiring that a wireless backbone be placed throughout the City. This backbone must meet the broadband requirements of the listed camera locations as indicated on the attached maps. The backbone infrastructure should be designed to allow for the addition of new cameras as they are added by the City. It is our desire to obtain as close to 100% coverage of the City as possible. Vendor will identify locations throughout the City to place access points and backhaul infrastructure to bring the video signals to the City of Moreno Valley Emergency Operations Center (EOC) for recording and distribution for viewing from multiple locations within the City network. Fiber infrastructure is being expanded as the budget allows which will complement the backhaul for the Citywide Camera Surveillance System. The plan to expand the City to the southeast will include the requirement to expand fiber in that area. If fiber is available (see Attachment Q for map of existing fiber) it is the preferred method of providing the video backhaul to the EOC, otherwise the wireless backhaul will have to be used.

The City requires the complete backbone to be built out with as many cameras included in the proposal as the budget will allow. A list (Exhibit A) of the proposed camera locations is attached including cameras located at intersections within the City and at several City Parks. Phases 1 & 1A camera locations are the most important locations for immediate placement and are not in any order of importance. Phase 2 camera locations are listed in descending order of importance. Phase 3 camera locations may be addressed at a later time if the budget does not allow for them now. There are 36 Phase 1 locations listed on the map but this does not necessarily equate to 36 cameras. Most camera locations at intersections could easily include two fixed high definition and/or megapixel cameras and one PTZ camera. The City desires that cameras at park locations make it possible to monitor persons in the vicinity of the restrooms, playgrounds, and the parking lots as well as in common areas. The City also desires that select cameras be placed in locations and at proper heights to make facial recognition possible using software provided by DataWorks Plus (www.dataworksplus.com). Cameras located at intersections should have a clear view of all directions if possible. Cameras should be able to distinguish make, model, color, and number of people in the vehicle passing through the view of the camera. The ability to read a license plate is desired if possible.

The City also desires three portable “camera systems” which can be set up for use on a pole with relative ease. These cameras will be used for emergency situations as well as for gathering potential evidence for police investigations. The “camera system” will include a PTZ camera and necessary equipment to connect into the video backhaul for recording at the EOC. The Vendor shall train selected City personnel, at the request of the City, to move these cameras to desired locations.

In order to assure long term viability of the system the City desires to assure the system is interoperable with a wide variety of component hardware and software applications well into the future. Therefore, solutions which maximize the use of widely available hardware and software from well-established providers are preferred. The City also prefers solutions which can demonstrate interoperability of all proposed system components with equipment and software from a variety of alternate manufacturers.

The selected bidder shall provide all materials and labor required to implement a fully functioning system. The system will be implemented to the extent the budget will allow.

Prevailing Wages - For the field installation portions of the contract the City requires the payment of prevailing wages, submission of certified payrolls, and compliance with other Labor Code provisions. *This contract is considered a public works contract as defined by the Public Contract Code (California Code of Regulations starting at section 16000).*

Evaluation Criteria

The criteria and requirements listed below form the basis for evaluating each proposal; the proposal to which the City awards the contract will offer the best balance of these criteria while achieving the most complete and responsive compliance with the requirements. The City expects the evaluation process to follow 3 steps. Step 1 will include a thorough review of every proposal to identify multiple proposals that will be deemed finalists. Step 2 will result in a ranking of the finalists proposals and may include reference checks, discussions, meetings, presentations, site visits, or demonstrations of the proposed system. Step 3 will involve negotiations with finalists and result in awarding a contract to the successful proposal. Proposal clarifications may occur with multiple vendors simultaneously; however, negotiations resulting in a contract will occur one proposal at a time.

1. Functional Requirements and Characteristics
   a) Wireless coverage of the City with respect to the existing camera locations and the future addition of camera in different areas
   b) Ability to monitor all areas indicated on the location maps
   c) Ability to readily identify objects of interest anywhere within camera range for both live and recorded video
   d) Analytic abilities of the cameras and the Video Management System (VMS)
2. Flexibility, Ease, and Intuitiveness of Use
   a) Ability to utilize the system in all of the scenarios envisioned (e.g., video monitoring from multiple locations)
   b) Thoroughness and practicality of the camera system, including software, integration, analytics, as well as intuitive design
3. System Hardware/Software Environment and System Performance
   a) Ability to integrate 3rd party functionality into the VMS; including the breadth, performance, and ease of use of the tools
   b) Wireless network bandwidth and performance among cameras, VMS, storage, and monitoring locations
   c) Ability of the hardware and software to accommodate growth with minimal disruption and expense

4. Capacity of the Storage
   a) Length of time to store recorded video
   b) Ability to easily add storage capacity
   c) Ability to inexpensively add storage capacity
   d) Ability to manage storage with existing staff and knowledge of SAN management
5. Vendor Responsiveness and Performance
   a) Experience and skills of the organization and personnel
   b) Past performance with the City and on similar projects elsewhere
   c) System implementation plan and schedule
   d) Thoroughness and practicality of backbone design

Technical Requirements - Provide alarming capability for programmable events. Alarm capability shall include at a minimum, on-screen alerts, audible alarms and generate email notifications. The VMS shall support multiple alarms and is desired to integrate with the County of Riverside CAD system, Tiburon.

Manage Internet-Protocol (IP) cameras or analog cameras with encoders from multiple manufacturers. H.264 is a recording requirement and compatibility with high definition and/or megapixel technology is required.

Provide the ability to export video in a variety of common formats as well as a (watermarked) export with a player download which allows the video to be played on most computers without having to download a player onto the users' computer. Copied video must meet District Attorney's Office and Court regulations to be legally admissible in court as evidence and preserve the chain of custody.

Include adequate processing power and speed to comfortably support all system requirements.

Include adequate disk and controller redundancy using an appropriate RAID configuration to assure system will continue to operate in the event of a single disk failure and/or a single controller failure.

VMS must be capable of recording pre-event and post-event footage for cameras set to record on motion only.

A supported Software Development Kit (SDK) to allow custom development of software to provide additional video management features as required. The SDK should include API's which 3rd party products can use to integrate (e.g. Kimley-Horn & Associates, KITS). Indicate whether or not the 3rd party APIs are used by the product to provide core system functionality.

Use of common storage technologies on readily available hardware obtainable from a variety

of well-established manufacturers.

Three portable wireless camera, radio, and antenna assemblies shall be delivered, complete with training on their setup and use. Each shall be deployable, including fully functioning backhaul communications, anywhere in the City with a minimum of effort.

All servers and equipment with the capability to synchronize time will be compatible with a Spectracom time server.

We require a breakdown of cost by location of equipment so if we need to trim cost or add equipment we know what it will take to meet our goal.

The wireless backhaul will be brought back to the City of Moreno Valley EOC building located at 22870 Calle San Juan De Los Lagos.

If any proposed camera site lacks power we will consider moving the camera to a different nearby location or delete that location so it may be addressed at a later date

All contractors and their employees will adhere to all Federal and State of California laws and all county and local codes. Work will be inspected periodically to insure compliance. City personnel may accompany installers at any time.

If a licensed radio channel is to be used the license will be obtained by and issued in the name of the City of Moreno Valley.

All PTZ cameras and the VMS must be capable of receiving alarm triggers for repositioning to a preset or set of co-ordinates. We intend to integrate the VMS with the Riverside County CAD system for alarm triggers. PTZ cameras must have the capability to be set to a preset view and move automatically when an alarm trigger is received. We would like to group cameras for a single alarm trigger so a “Code Alex” scenario (will be explained at pre-bid meeting) would move several cameras to preset locations.

Analytics is a necessary element for the system including but not limited to abandoned object, trip wires, motion, and vandalism detection or hooding, and flow of traffic. We wish to expand the VMS at a later date to also include License Plate Recognition. We desire the capability to follow a suspect or vehicle from camera to camera in the live or recorded view if that technology is available and affordable.

The VMS shall be capable of passing one way audio over the wireless network to allow a monitor to speak to subjects at parks so an officer does not need to be dispatched to the location to contact an individual.

The VMS must allow users to be setup to allow limited to full access to live or recorded video at our discretion. Some cameras will belong to various groups (e.g., Traffic, Police, School District, individual businesses, Facilities, etc.) and the VMS must allow us to give access to live and recorded video from cameras based on group permissions. The group permissions must be able to overlap; for example, the Police group must be able to address and control all cameras but the School District can only access the cameras near schools.

A remote video viewing station will be set up in the Community Room off the lobby of the Police Department. This viewing station must have the capability to have the video stream disconnected immediately by the activation of a "kill" switch located in the main monitoring station within the police department. This "kill" switch may be mechanical or software driven if reliable. A camera to monitor those viewing the system shall be placed in the room to verify who was in the room and observe no recording devices were used while viewing the cameras.

PTZ cameras must have "window blanking" or "masking" of areas within the view of the camera to deal with right to privacy issues.

Current police department cameras and interview room cameras need to be integrated into the new system. There are currently approximately 48 cameras inside the Police Department that terminate in the sergeants office into three i3VR digital video recorders. The video may be brought into the system either by replacing the cameras and wiring and bringing IP video into the system or by use of encoders. Vendor shall propose the best solution.

Synchronized playback is a requirement. A user must be able to synchronize the playback so that events captured by different cameras can be viewed simultaneously on the same timescale.

Mapping of cameras with multiple layers is a must so that the viewer can "drill" down through layers of county, city, area, and maps of building with a hyperlink to video for a specific camera. An ESRI shape file is preferred (City will provide ESRI base shape files if requested). Maps are to be associated with police department beats and zones. A Google Earth or aerial map is acceptable.

Cameras must have true day/night switching capabilities and certain locations may require IR lighting.

Latency when switching from camera to camera on the system must be kept to an absolute minimum and specifically addressed in the proposal with the maximum acceptable latency factor identified in fractions of a second.

Vendor shall document all components in their proposal. This includes manufacturer, model number and specifications. Supporting documentation including User and technical guides, user ids, passwords, license keys, original copies of software, and any other elements required to fully operate, maintain, and upgrade the system shall be provided.

Vendor shall ensure all installation personnel are appropriately licensed and all equipment is installed according to appropriate code requirements.

Vendor is required to provide information regarding potential scalability of proposed system. The entire system shall be capable of adding components to allow for future growth without a major upgrade of components.

During the warranty period, the vendor shall maintain locally or regionally readily available supplies of system spare parts in adequate quantity to ensure the rapid replacement of any

system-related component(s) which may fail. This supply of spare parts will enable the Vendor to perform critical repairs to the system within a four hour time frame. [Project Coordinator, or his designee, may maintain a supply of spare cameras and system components at their sole discretion].

It is desired that cameras be recorded at 15 to 30 frames per second depending on the camera location. We also desire the recording solution to be overbuilt as far as storage is concerned to allow for the expansion of the system. Business partners and the school district may bring many cameras into the system in the near future.

The VMS must have the capability of storing "stills" or "snapshots" from recorded video.

All wiring must be neat and installed to BICSI standards by industry certified personnel.

Desired Technical Specifications/Requirements - It is desirable for the VMS to post thumbnails representing video clips as the result of a search so video may be searched more rapidly. A click of the mouse should cause a selected thumbnail to play the associated video clip.

It is highly desirable to integrate video from third parties such as schools, banks, businesses and other city departments into one system. How this is to be accomplished must be addressed in the proposal.

We desire the capability to integrate with school intercom systems so a monitor can speak to subjects over the school districts' "Bogen" outdoor intercom.

The VMS should have audit ability capable of tracking user login, export of video and it is desired that camera usage be tracked also. This audit log will require the user to enter a reason for the download, such as a police file number or a reason that is in a drop down menu. If a file number is not entered or left blank, or the reason is invalid, it should not allow the recording to be downloaded by the individual user, but it can be overridden by a system administrator.

We desire the ability to record several television channels including audio primarily for news broadcasts.

Preference will be given to video solution that will allow for an unlimited number of users without an associated individual licensing fee.

Cameras must be able to default to a predetermined setting after being idle a specified time period. Preference is to have the ability to change the preset based on time of day and day of the week.

Training Requirements - The vendor shall prepare, administer and conduct an onsite training program designed for designated personnel to fully and efficiently operate and maintain the installed video monitoring system. Training shall be of sufficient scope and depth to ensure all designated personnel who complete the program shall be fully qualified, certified and capable of operation the system as installed including any programming of camera analytics or the VMS.

The vendor shall provide a copy of all training aids to the City.

The vendor shall prepare and provide a complete training and operational manual for all installed systems to the City.

Maintenance/Service Requirements - An ongoing maintenance and service support program is considered integral to this project. The selected vendor shall provide on-call service support 24 hours per day, 365 days per year starting the day the City certifies complete system acceptance. The selected vendor shall also provide, as part of maintenance, preventative care for the cameras and radios no less than twice each year. This includes camera lense or dome cleaning, camera positioning adjustments, and wireless radio adjustments. All cameras and other equipment shall have a warranty of at least one year with cost of all maintenance for first year included. City desires Vendor to bid yearly maintenance cost for five additional years on a year by year basis.

Vendor shall be capable of providing on-site maintenance and repair within 4 hours in the event the wireless network goes down, multiple cameras go off line, or if the monitoring center loses control or video image, or is incapable of viewing or recording video feeds.

Minor problems may be handled on a next business day basis.

Maintenance and service shall not be transferred or assigned to any subcontractor without prior written approval from the City.

Maintenance work shall be performed by competent and qualified personnel under supervision and direct employ of the vendor with proper licensing.

Law Enforcement Background Check - All employees working on the premises will be required to submit and pass a Law Enforcement Background – Criminal History Check. Forms will be provided for your employees. Any work done on the premises will be pre-arranged in order to have police personnel accompany workers. Vendor will assign a designee to be available to attend one hour Community Advisory Meetings held at the police department once a month or less often as required

RFP # TT 11/12 10

City of Moreno Valley
Citywide Camera Surveillance System
Project # TS-CCSS 2012-02

SUMMARY PROPOSAL SUBMISSION FORM

Dated:_____

TO: City of Moreno Valley
Purchasing Division
PO Box 88005
Moreno Valley, CA 92552-0805

The undersigned declares that he or she has carefully examined Project # TS-CCSS 2012-02 accompanying the Request for Proposals, and is thoroughly familiar with the contents thereof; and is authorized to represent the proposing firm; and proposes to provide:

Proposal Item: Citywide Camera Surveillance System

Firm Name: _____

Address: _____

_____

Signature: _____ Phone No:_____

RFP # TT 11/12 10

CITY OF MORENO VALLEY
Citywide Camera Surveillance System
Project # TS-CCSS 2012-02

STATEMENT OF PROPOSER'S QUALIFICATIONS AND REFERENCES

The proposer is required to state his or her financial ability to undertake these services, and to provide a general description of similar work performed.

Please list the actual years of experience while engaged in providing the type of work included within the scope of work of this request for proposals, and list the business name under which the services were performed:

Actual Years' Experience	Name of firm(s) under which services were performed

List and describe fully the last two contracts performed by your firm that demonstrate your ability to complete the work included within the scope of work of the RFP. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your qualifications.

Reference No. 1

Customer Name: _____

Contact Individual: _____ Phone No: _____

Address: _____

Contract Amount: _____ Year: _____

Description of work done: _____

_____

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Reference No. 2

Customer Name: _____

Contact Individual: _____ Phone No: _____

Address: _____

Contract Amount: _____ Year: _____

Description of work done: _____

_____

Reference No. 3

Customer Name: _____

Contact Individual: _____ Phone No: _____

Address: _____

Contract Amount: _____ Year: _____

Description of work done: _____

_____

RFP # TT 11/12 10

CITY OF MORENO VALLEY
Citywide Camera Surveillance System
Project # TS-CCSS 2012-02

STATEMENT OF PROPOSER'S QUALIFICATIONS AND REFERENCES

STATE OF CALIFORNIA, COUNTY OF _____

I am the _____ of _____ the proposer herein. I have read the foregoing statement and know the contents thereof; and I certify that the same is true of my own knowledge, except as to those matters which are therein stated upon my information or belief, and as to those matters I believe it to be true.

Executed on _____at _____, California
(date) (place)

I declare, under penalty of perjury, that the foregoing is true and correct.

_____
Signature of Proposer

_____
Title

CITY OF MORENO VALLEY
Citywide Camera Surveillance System
Project # TS-CCSS 2012-02

WORKERS' COMPENSATION INSURANCE CERTIFICATE

Sections 1860 and 1861 of the California Labor Code require every contractor to whom a public works contract is awarded to sign and file with the awarding body the following statement:

> "I am aware of the Provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

By: _____

Date: _____

Title: _____

IMPORTANT INFORMATION REGARDING TIMELY SUBMITTAL OF PROPOSAL

ON-TIME RECEIPT OF YOUR RESPONSE - The responsibility of ensuring that your time-sensitive document is received by the due date and time AND delivered to the City office stated in our invitation, rests solely with the sender. You may hand deliver your document to the proper office listed in the invitation. Only an official time stamp from the City office listed in our invitation is acceptable as proof of timely delivery. A delivery time stated by a delivery service is not valid as proof of timely delivery. The City of Moreno Valley assumes no responsibility for bids, proposal or quotes which arrive at the City office stated in our invitation beyond the due date and time.

> PLEASE NOTE: Deliveries made to the City by the United States Postal Service, or any other delivery service, will be routed through an internal delivery system. Utilizing any delivery service will delay delivery to the actual addressed City office or individual and may cause your response to be late and unacceptable.

Regardless of the method you choose to submit your time-sensitive document, you must allow for our internal delivery system to process your item to the required office before the due date and time. In order to be fair to all responders, late bids, proposals or quotes will not be accepted and will be returned unopened.

You are encouraged to contact the number listed in the RFP for verification of receipt or contact the City at 951-413-3000 to be connected to the appropriate office.

SAMPLE CITY CONTRACT

City of Moreno Valley

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, hereinafter referred to as the "City", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon City policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

This Agreement is made and entered into effective the date the City signs this Agreement.

1. **CONTRACTOR INFORMATION**:

Contractor's Name: _____
Address: _____
City: _____ State: ____ Zip: _____
Business Phone: _____ Fax No. _____
Other Contact Number: _____
Business License Number: _____
Federal Tax I.D. Number: _____

2. **CONTRACTOR SERVICES, FEES, AND RELEVANT DATES**:

A. The Contractor's scope of service is described in Exhibit "A" attached hereto and incorporated herein by this reference.
B. The City's responsibility, other than payment, is described in Exhibit "B" attached hereto and incorporated herein by this reference.
C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
D. The Contractor Starting Date is _____ and the Contractor Ending Date is _____. The City acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

3. **STANDARD TERMS AND CONDITIONS**:

A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.
B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or

employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. City Indemnification. The City agrees to indemnify, defend and save the Contractor harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, Housing Authority's and CSD's employees and all claims which arise from the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused by the negligent acts of the City, Housing Authority and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. The Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

The Contractor shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the City, the Housing Authority and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement

☐ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance

shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	$5,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$500,000 per occurrence/ $500,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☐ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/CSD/Housing Authority premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended

only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

J. (a) The City may terminate this Agreement without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

(b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.

K. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractors time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the City's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

L. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

SIGNATURE PAGE TO FOLLOW

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley	Insert Name of Contractor
BY: _____ City Manager	BY: _____
	TITLE: _____ (President or Vice President)
	_____ Date
	BY: _____
	TITLE: _____ (Corporate Secretary)
	_____ Date

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Chief of Police

_____
Date

_____
Financial & Administrative Services Director

_____
Date

EXHIBIT C

TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed $.....

2. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml

3. The Contractor will electronically submit an invoice to the City as provided in this Agreement for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org

   Accounts Payable questions can be directed to (951) 413-3073.

   Copies of invoices shall be submitted to the Financial & Administrative Services Department at

   <email address>@moval.org or calls directed to (951) 413-????.

4. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:
   http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:

   A. Vendor Name, Mailing Address, and Phone Number
   B. Invoice Date
   C. Vendor Invoice Number
   D. City-provided Reference Number (e.g. Project, Activity)
   E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

EXHIBIT C

SAMPLE CITY PERFORMANCE BOND

BOND NO._____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
($540,000)

PROJECT NO. TS-CCSS 2012-02

CITYWIDE CAMERA SURVEILLANCE SYSTEM
MORENO VALLEY, CALOFIRNIA

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to XXXXXXXXXXXXXX, Principal hereinafter designated as "Contractor" and have entered into a Contract Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Contract Agreement, dated _____, 2012, and identified as **Project No. TS-CCSS 2012-02**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Agreement is required to furnish a bond guaranteeing the faithful performance of said Contract Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of Five-hundred and Forty-thousand dollars, ($540,000), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Contract Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Agreement or to the work or the Provisions.

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on

this _____ day of _____ 2012.

CONTRACTOR	SURETY
Name:_____	Name:_____
Address: _____	Address:_____
_____	_____
Telephone No.:_____	Telephone No.:_____
By: _____	By:_____ Attorney-in-Fact

Approved as to Form this

_____ day of _____, 2012

_____
City Attorney
City of Moreno Valley

NOTE: This bond must be executed by both parties. Corporate seal may be affixed hereto. All signatures must be acknowledged before a notary public (attach acknowledgments). The attorney-in-fact for the corporate surety must be registered, as such, in at least one county in the State of California. (Attach one original Power of Attorney sheet for each bond).

RFP # VAG TT 11/12 10

EXHIBIT A

CAMERA LOCATIONS BY PRIORITY

	Location		Phase	Direction	PTZ Included
	Beginning of Phase 1				
1	Ironwood & Pigeon Pass	Red	Phase 1	E/W	Y
2	Ironwood & Graham	Red	Phase 1	E/W	Y
3	Sunnymead Ranch PKY & Old Lake	Red	Phase 1	S/W	Y
4	Sunnymead Ranch PKY & Heacock	Red	Phase 1	N/S	Y
5	Sunnymead Ranch PKY & Perris	Red	Phase 1	N/S	Y
6	Hemlock & Heacock	Red	Phase 1	E/W	Y
7	Hemlock & Pigeon Pass	Red	Phase 1	N/S	Y
8	Sunnymead Blvd. & Heacock	Red	Phase 1	N/S	Y
9	Sunnymead Blvd & Graham	Red	Phase 1	E/W	Y
10	Sunnymead & Perris	Red	Phase 1	N/S	Y
11	Sunnymead & Indian	Red	Phase 1	E/W	Y
12	Frederick & Dracaea	Red	Phase 1	N/S	Y
13	Frederick & Center Point	Red	Phase 1	N/S	Y
14	Frederick & Alessandro	Red	Phase 1	E/W	Y
15	JFK & Perris	Red	Phase 1	N/S	Y
16	Day St. & Campus	Red	Phase 1	S/W	Y
17	Old HWY 215 & Alessandro	Red	Phase 1	E/W	Y
18	Old HWY 215 & Cactus	Red	Phase 1	E/W	Y
19	Iris & Perris	Red	Phase 1	E/W	Y
20	Iris & Lasselle	Red	Phase 1	N/S	Y
21	Iris & Moreno Beach	Red	Phase 1	E/W	Y
22	Alessandro & Perris	Red	Phase 1	E/W	Y
23	Alessandro & Nason	Red	Phase 1	E/W	Y
24	Perris & Hemlock	Red	Phase 1	N/S	Y
25	Heacock & JFK	Red	Phase 1	N/S	Y
26	Lasselle & Cactus	Red	Phase 1	E/W	Y
27	HWY 60 & Nason	Red	Phase 1	N/S	Y
28	HWY 60 & Moreno Beach	Red	Phase 1	N/S	Y
29	West Bluff Park	Red	Phase 1		Y
30	MV Comm Park	Red	Phase 1		Y
31	Sunnymead Park	Red	Phase 1		Y
32	Woodland Park	Red	Phase 1		Y
33	Pedrorena Park	Red	Phase 1		Y
34	Victoriano Park	Red	Phase 1		Y
	End of Phase 1				
	Beginning of Phase 1a				
35	Ironwood & Redlands	Blue	Phase 1a	N/S	Y
36	Perris & Nandina	Blue	Phase 1a	N/S	Y
37	HWY 60 E/B on ramp & Sunnymead	Blue	Phase 1a	E/W	Y
38	Towngate Memorial Park	Blue	Phase 1a		Y
39	Day St. & Box Springs.	Blue	Phase 1a	S/W	Y
	End of Phase 1a				

Item No. A.19

RFP # VAG TT 11/12 10

	Location		Phase		Direction	PTZ Included
			Beginning of Phase 2			
40	HWY 60 N/S & Heacock	Gold	Phase 2		N/S	Y
41	Alessandro & Indian	Gold	Phase 2		N/S	Y
42	Lasselle & Rancho Verde HS	Gold	Phase 2		N/S	Y
43	Heacock & San Michele	Gold	Phase 2		N/S	Y
44	Indian & Nandina	Gold	Phase 2		N/S	Y
45	Frederick & Cottonwood	Gold	Phase 2		E/W	Y
46	Perris & Cottonwood	Gold	Phase 2		N/S	Y
47	Day St. & Eucalyptus	Gold	Phase 2		E/W	Y
48	Perris & Eucalyptus	Gold	Phase 2		N/S	Y
49	Frederick & Sunnymead Blvd	Gold	Phase 2		N/S	Y
50	Indian & Cottonwood	Gold	Phase 2		N/S	Y
51	Alessandro & Heacock	Gold	Phase 2		E/W	Y
52	Pigeon Pass & Old Lake Rd.	Gold	Phase 2		N/S	Y
53	Heacock & Dracaea	Gold	Phase 2		N/S	Y
54	Perris & Dracaea	Gold	Phase 2		N/S	Y
55	JFK & Lasselle	Gold	Phase 2		N/S	Y
56	Heacock & Fir	Gold	Phase 2		N/S	Y
57	Day & Cottonwood	Gold	Phase 2		N/S	Y
58	Indian & Ironwood	Gold	Phase 2		N/S	Y
59	Perris & Ironwood	Gold	Phase 2		E/W	Y
60	Indian & Bay	Gold	Phase 2		N/S	Y
61	Kitching & Alessandro	Gold	Phase 2		E/W	Y
62	HWY 60 E Perris off ramp & Sunnymead	Gold	Phase 2		E/W	Y
63	Camino Flores & Gentian Park	Gold	Phase 2			Y
64	Heacock & Ironwood	Gold	Phase 2		E/W	Y
65	Alessandro & Moreno Beach	Gold	Phase 2		N/S	Y
66	Alessandro & Redlands	Gold	Phase 2		E/W	Y
67	Green Belt	Gold	Phase 2			Y
			End of Phase 2			
			Later Phases			
68	Ironwood & Moreno Beach	Grn	Phase 3		E/W	Y
69	Heacock & Reche Vista	Grn	Phase 3		E/W	Y
70	Indian & Atwood	Grn	Phase 3		E/W	Y
71	Indian & Myers	Grn	Phase 3		N/S	Y
72	Indian & Webster	Grn	Phase 3		N/S	Y
73	Lasselle & Margaret	Grn	Phase 3		N/S	Y
74	Kitching & Elder	Grn	Phase 3		E/W	Y
75	Kitching & Ironwood	Grn	Phase 3		E/W	Y
76	Nason & Cactus	Grn	Phase 3		N/S	Y
77	Nason & Eucalyptus	Grn	Phase 3		N/S	Y
78	Nason & Fir	Purp	Phase 3a		E/W	Y
79	Mountain View & Counrty Gate	Purp	Phase 3a			Y
80	Pigeon Pass & N. Hidden Springs	Grey	Last	No Power	N/S	Y

RFP # VAG TT 11/12 10

	Location		Phase		Direction	PTZ Included
81	HWY 60 & Theodore	Grey	Last	No Power	N/S	Y
82	Poorman's Reservoir	Grey	Last	No Power		Y
83	Shelia & Filaree / Gentian & Shelia	Grey	Last	No Power	E/W	Y
84	Elm & Pepper (Clover)	Grey	Last	No Power	N/S	Y
85	Adrienne/Pride/Allies/Courage SHOE	Grey	Last	No Power	E/W	Y

RFP # VAG TT 11/12 10

EXHIBIT B

CAMERA LOCATIONS DIAGRAMS

Phase 1

Item No. A.19

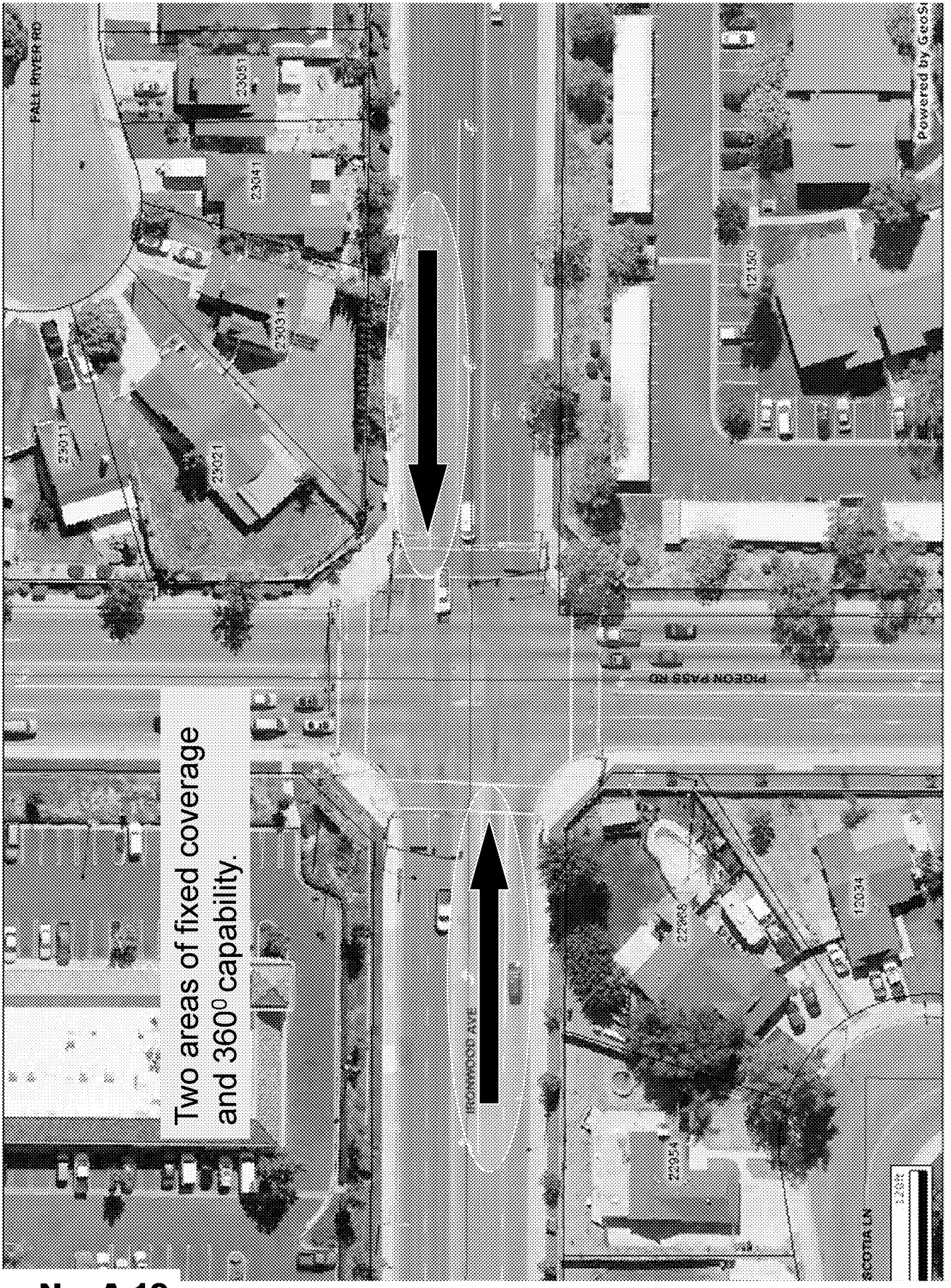
Two areas of fixed coverage and 360⁰ capability.
FALL RIVER RD
PHOENIX PASS RD
BOXWOOD AVE
SCOTTA LN
23011
23021
23031
23041
23051
12160
13134
22964
22966
Powered by GeoSt

Two areas of fixed coverage and 360⁰ capability.
SEAFARER WAY
IRONWOOD AVE
23442
23457
23465
23471
23479
23487
11975
11953
11960
11904
23547
23515
23525
12020
12030
12036
12042
12046

Item No. A.19

Item No. A.19

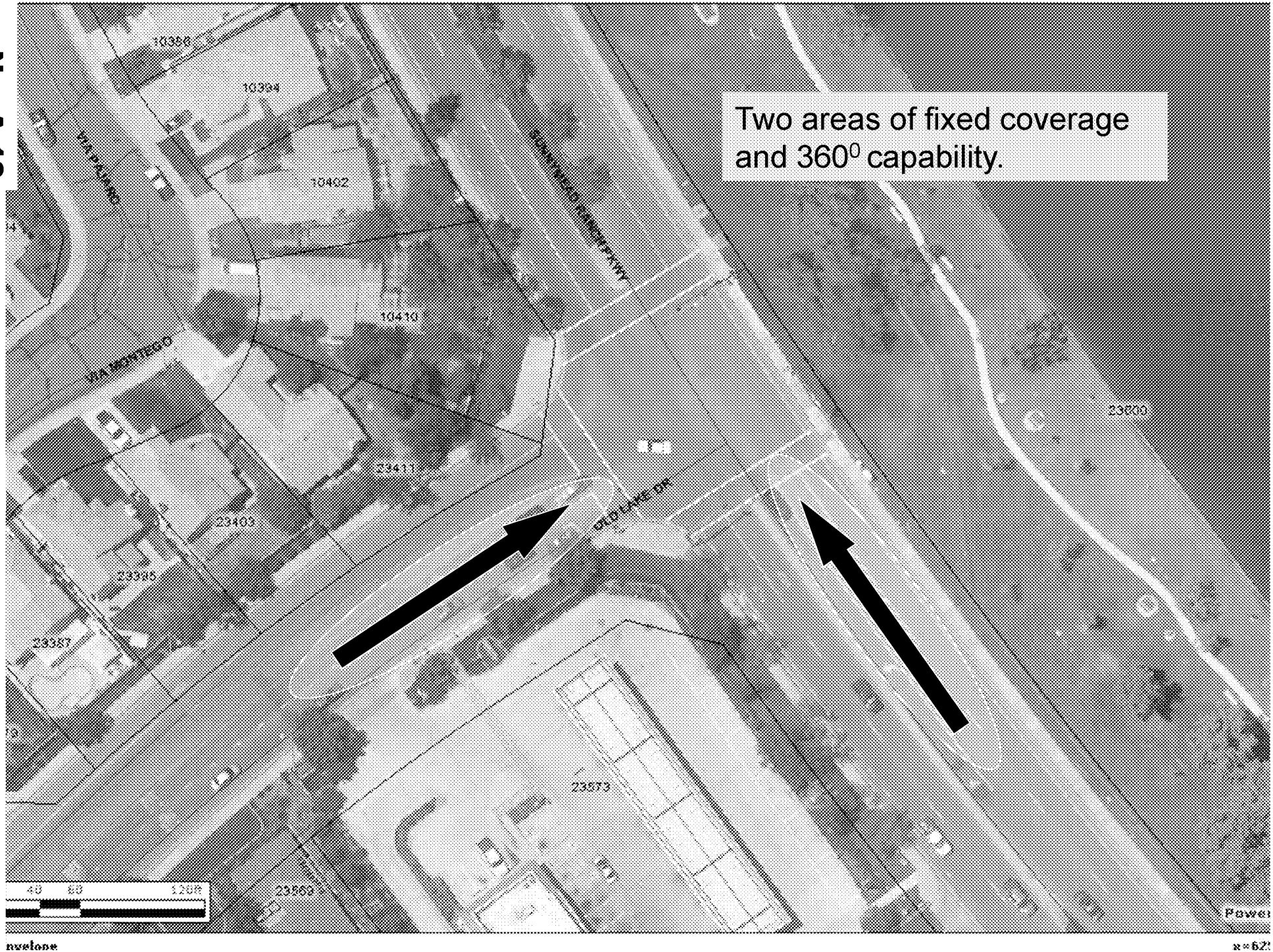
Two areas of fixed coverage and 360⁰ capability.
10350
10394
10402
10410
23411
23403
23395
23387
23379
23373
23359
23709
VAQUERO
SAN MONTEGO
SUNNYVALE RANCH PKWY
OLD LAKE DR
40 80 120ft

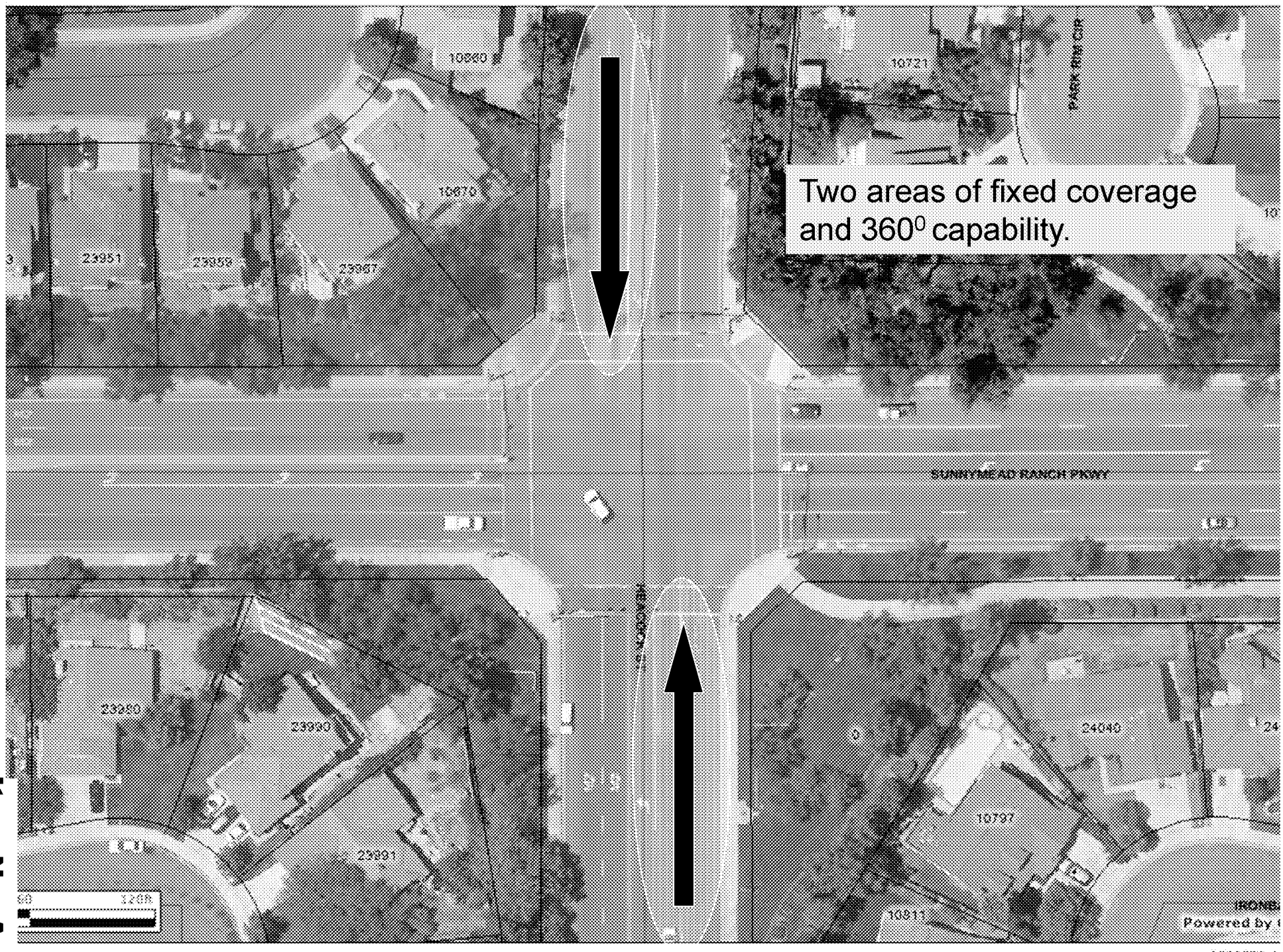
Two areas of fixed coverage and 360⁰ capability.
SUNNYMEAD RANCH PKWY
PARK RIM CIR
10721
10670
23951
23959
23967
23950
23930
23931
24040
10797
10811
Powered by

Item No. A.19

Item No. A.19

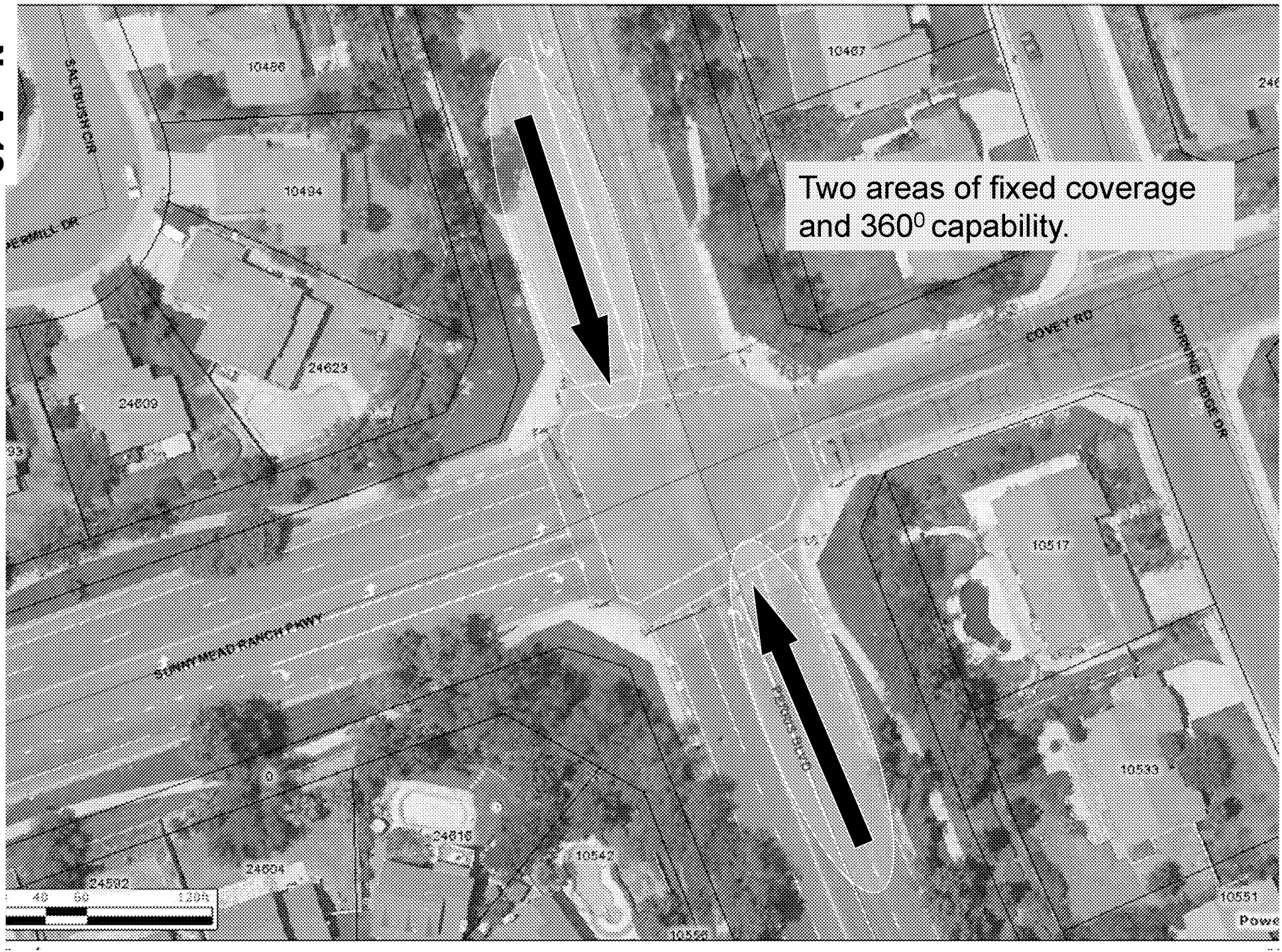

MV00175090

Two areas of fixed coverage and 360⁰ capability.
12208
12246
12255
12275
12280
12441
23961
HEMPSTEAD ST
Pow

Item No. A.19

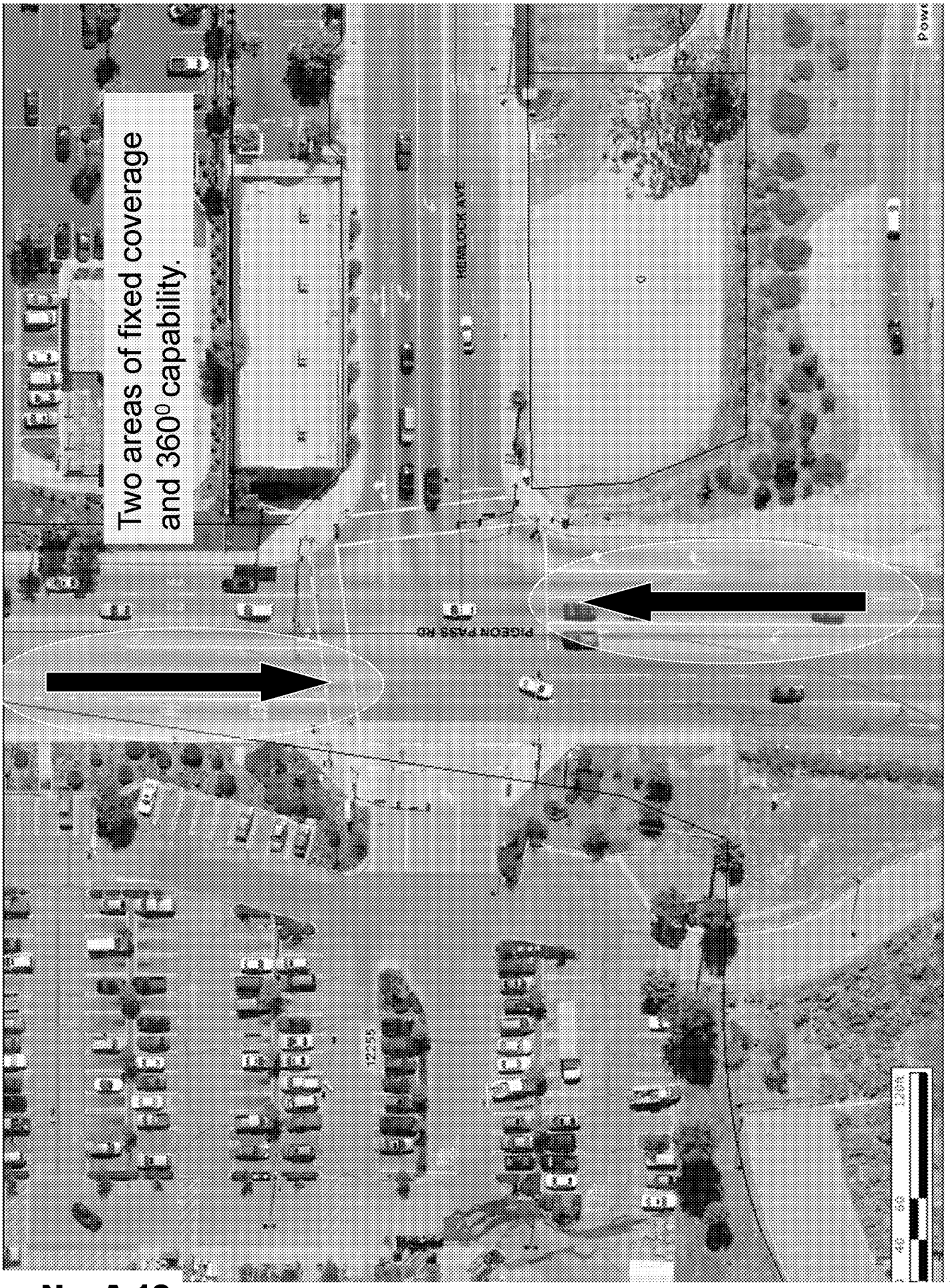
Two areas of fixed coverage and 360⁰ capability.
PIGEON PASS RD
HERLOCK AVE
122.55
40
80
120ft

Two areas of fixed coverage and 360⁰ capability.
Could change to East/West coverage if freeway cameras are obtained.
SUNNYMEAD BLVD
24010
23935
24007
24025
12540

Item No. A.19

Item No. A.19

Two areas of fixed coverage and 360^0 capability.
SUNNYMEADOWS DR
SUNNYMEAD BLVD
COUNTY ST
12541
12541
12517
12511
23550

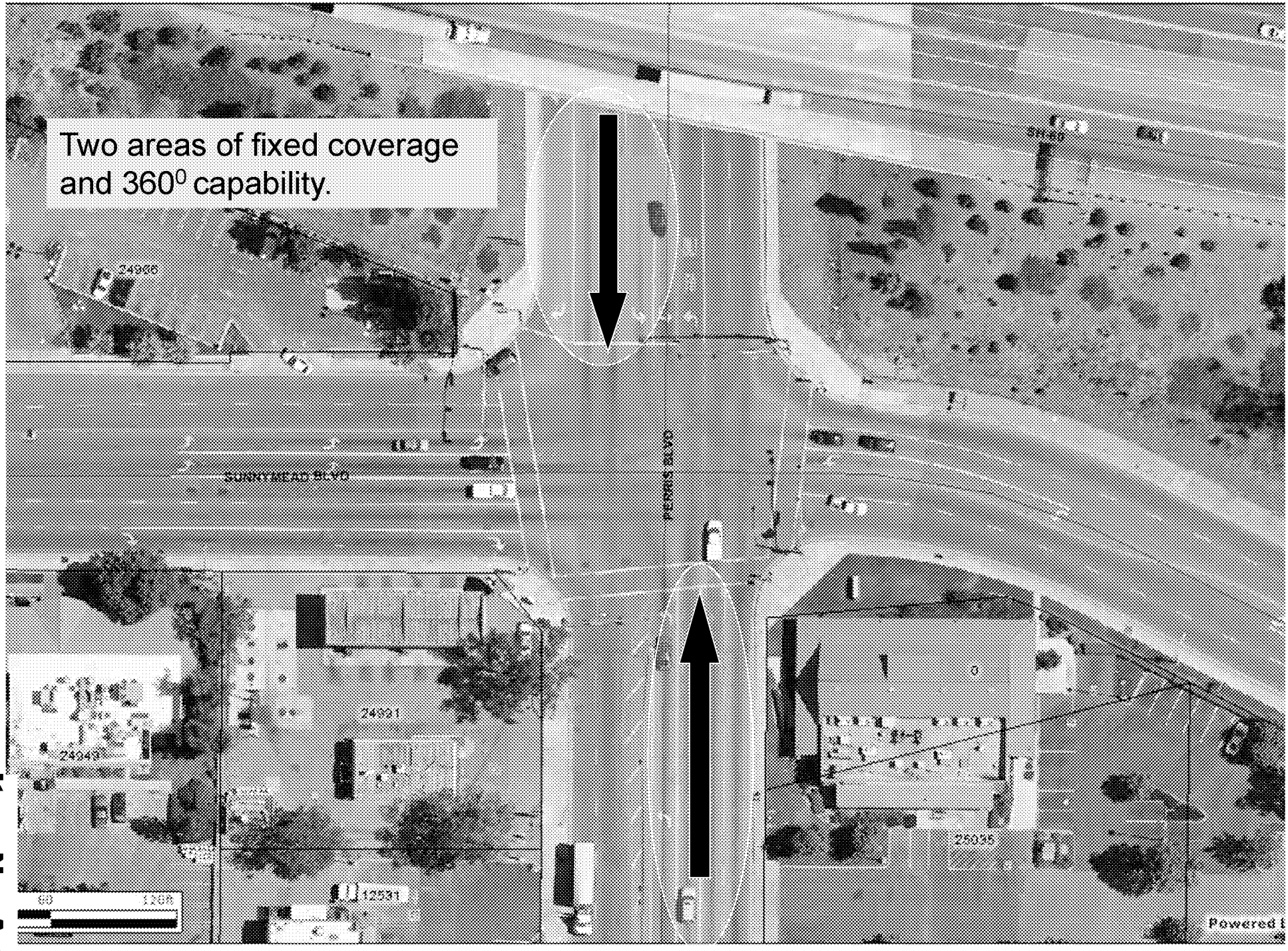
Two areas of fixed coverage and 360⁰ capability.
SUNNYMEAD BLVD
PERRIS BLVD
24966
24931
24949
12531
25035
Powered

Item No. A.19

Item No. A.19

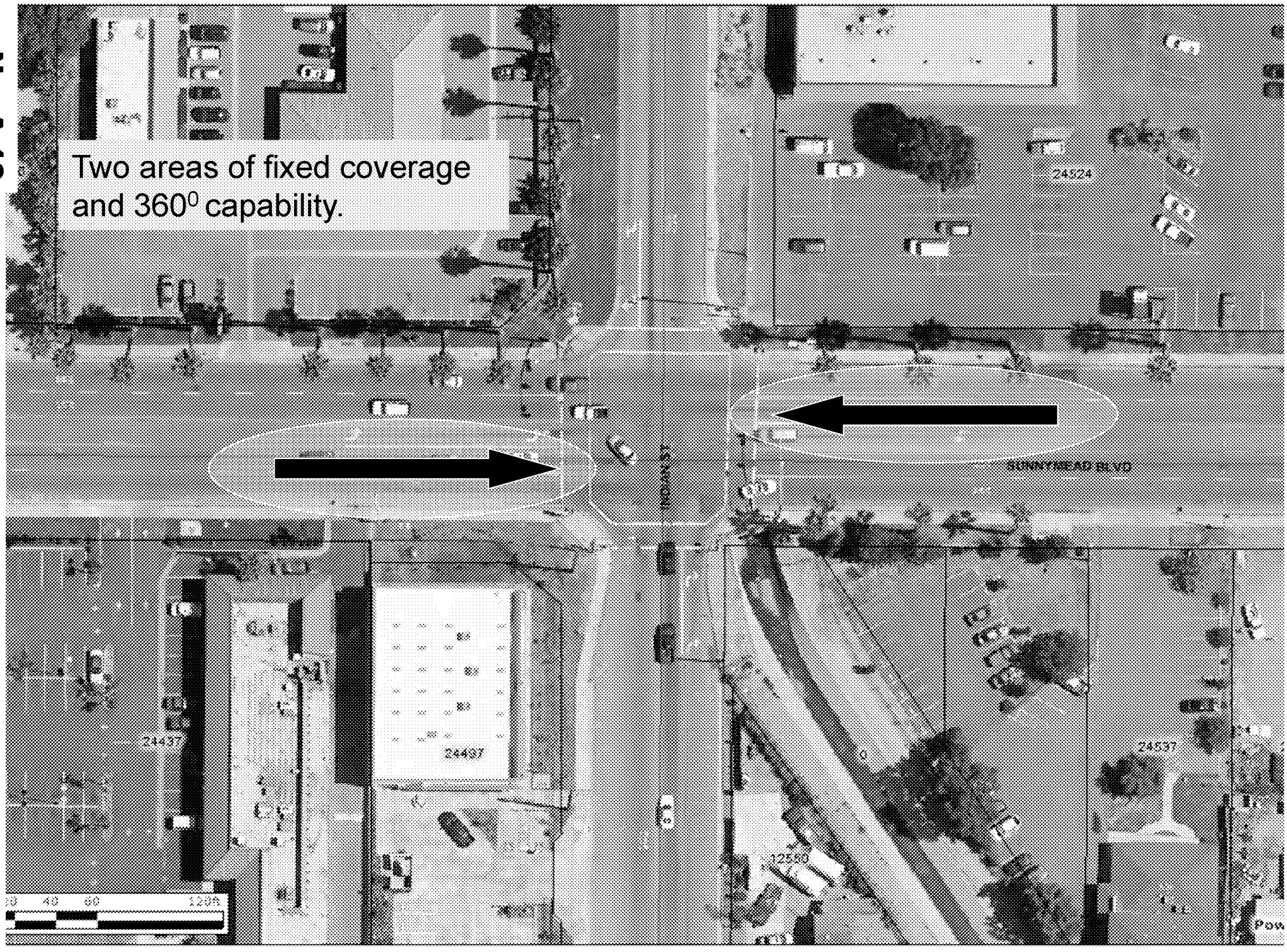

MV00175096

Two areas of fixed coverage and 360⁰ capability.
ORACAEA AVE
ORACAEA AVE
13205
13213
13221
13231
13241
13208
13214
13220
13230
13240
13250
13260
13270
13187
13193
13202
40
80
120ft

Item No. A.19

Item No. A.19

MV00175098

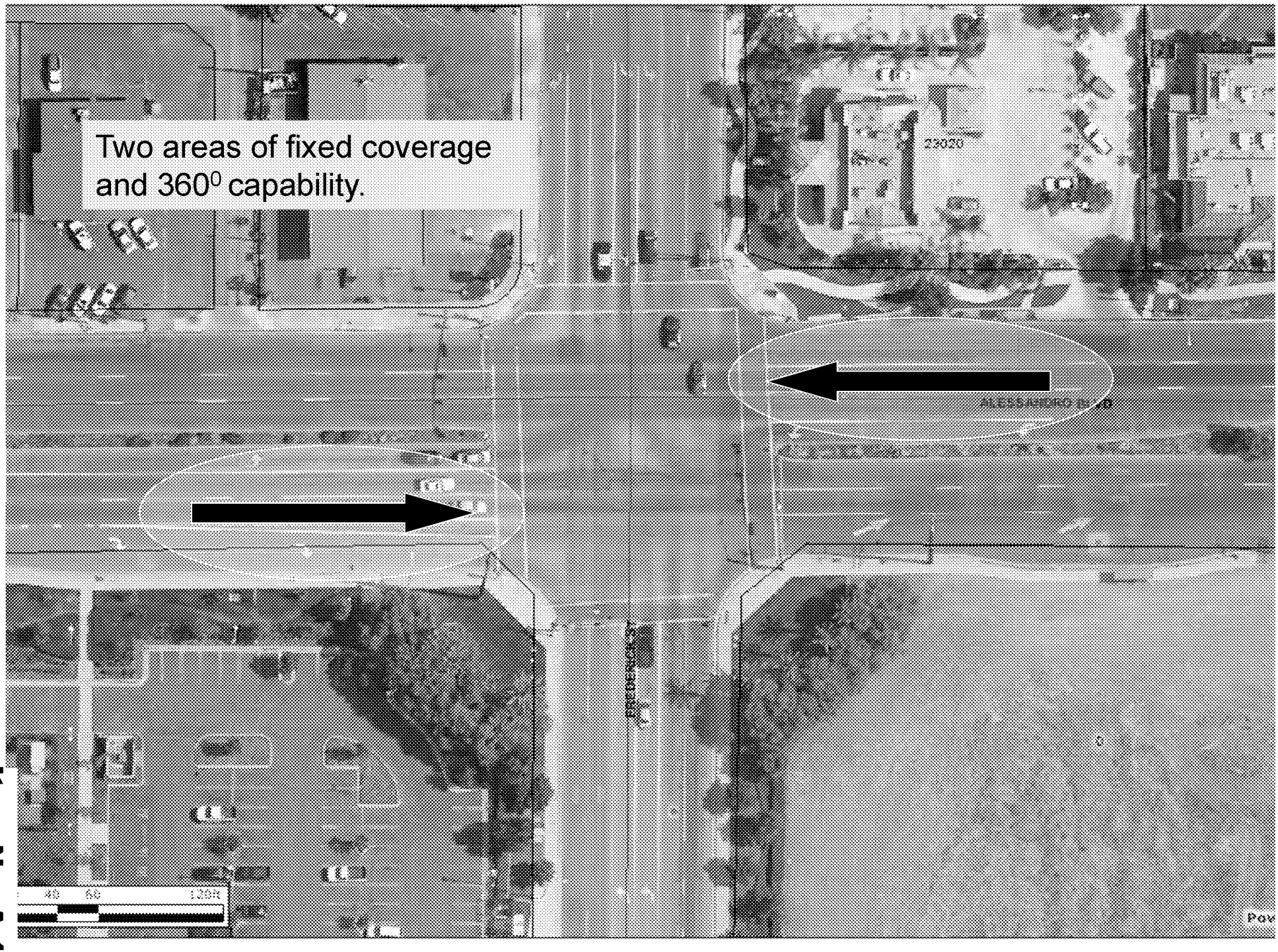

Item No. A.19

MV00175099

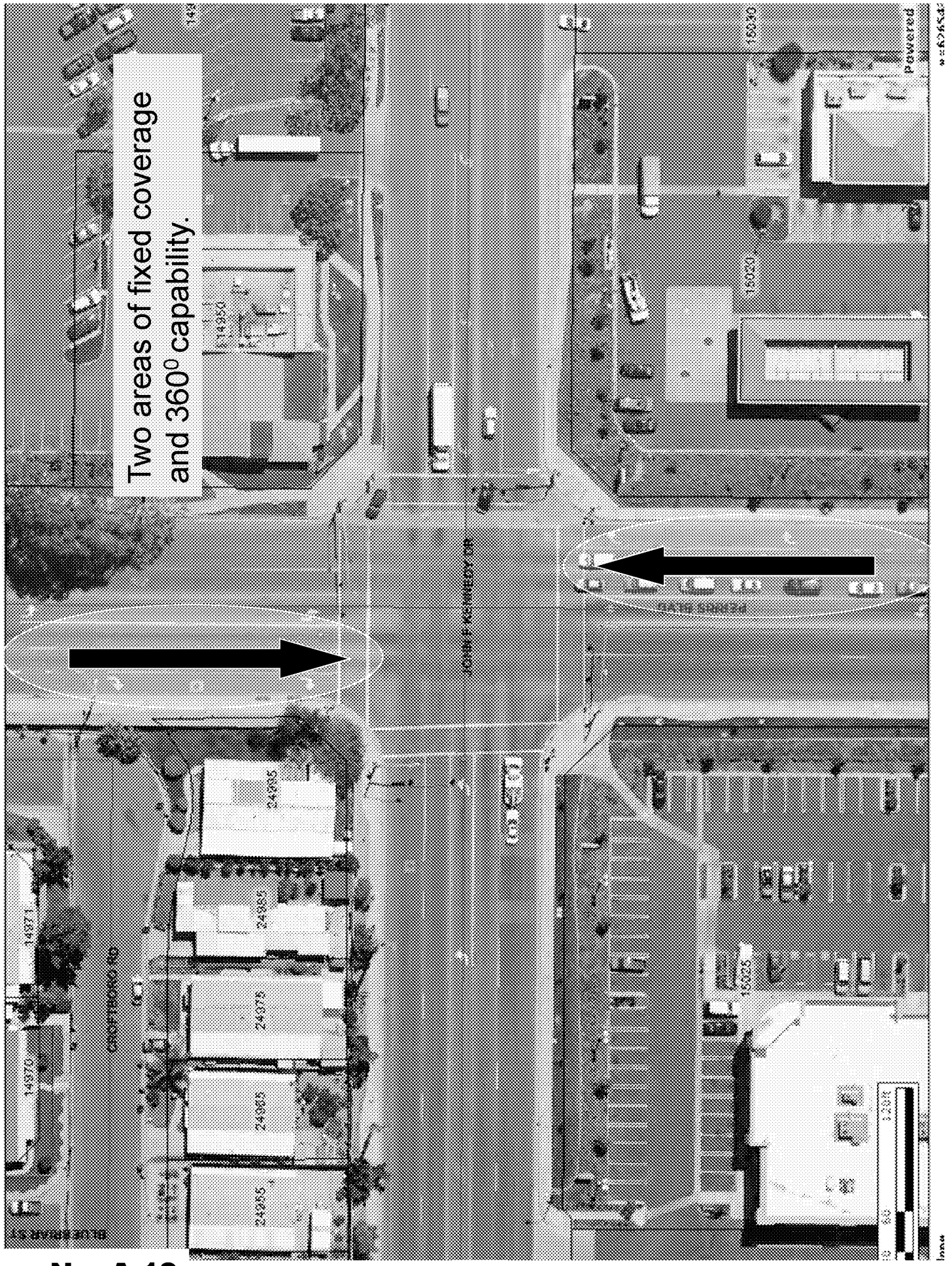
Two areas of fixed coverage and 360⁰ capability.
JOHN F KENNEDY DR
PENNS WAY
CROSSTOWN RD
BLUE BOAR ST
14970
14971
14950
24065
24075
24085
24095
24105
15030
15020
15025
Powered

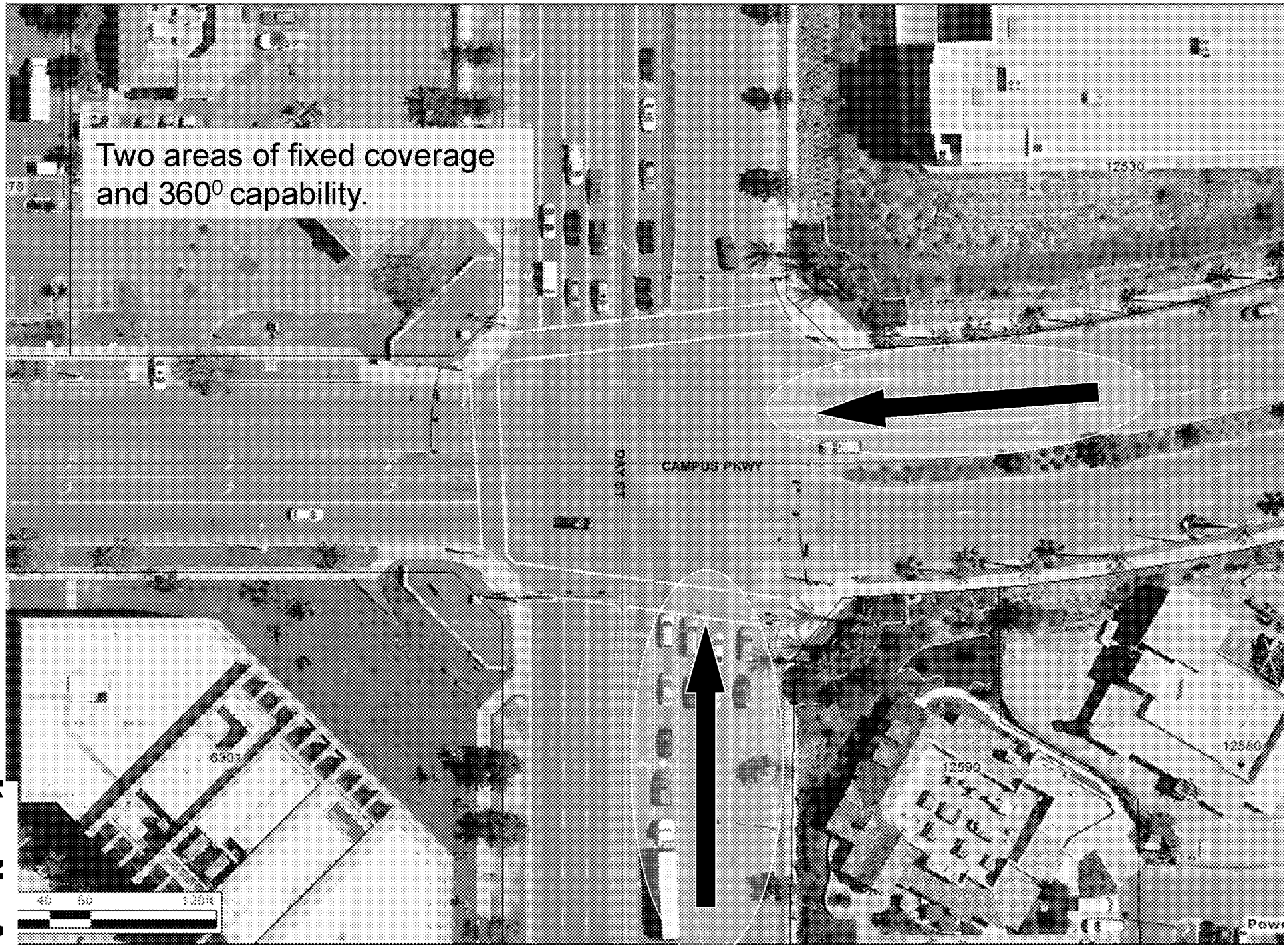

Item No. A.19

MV00175101

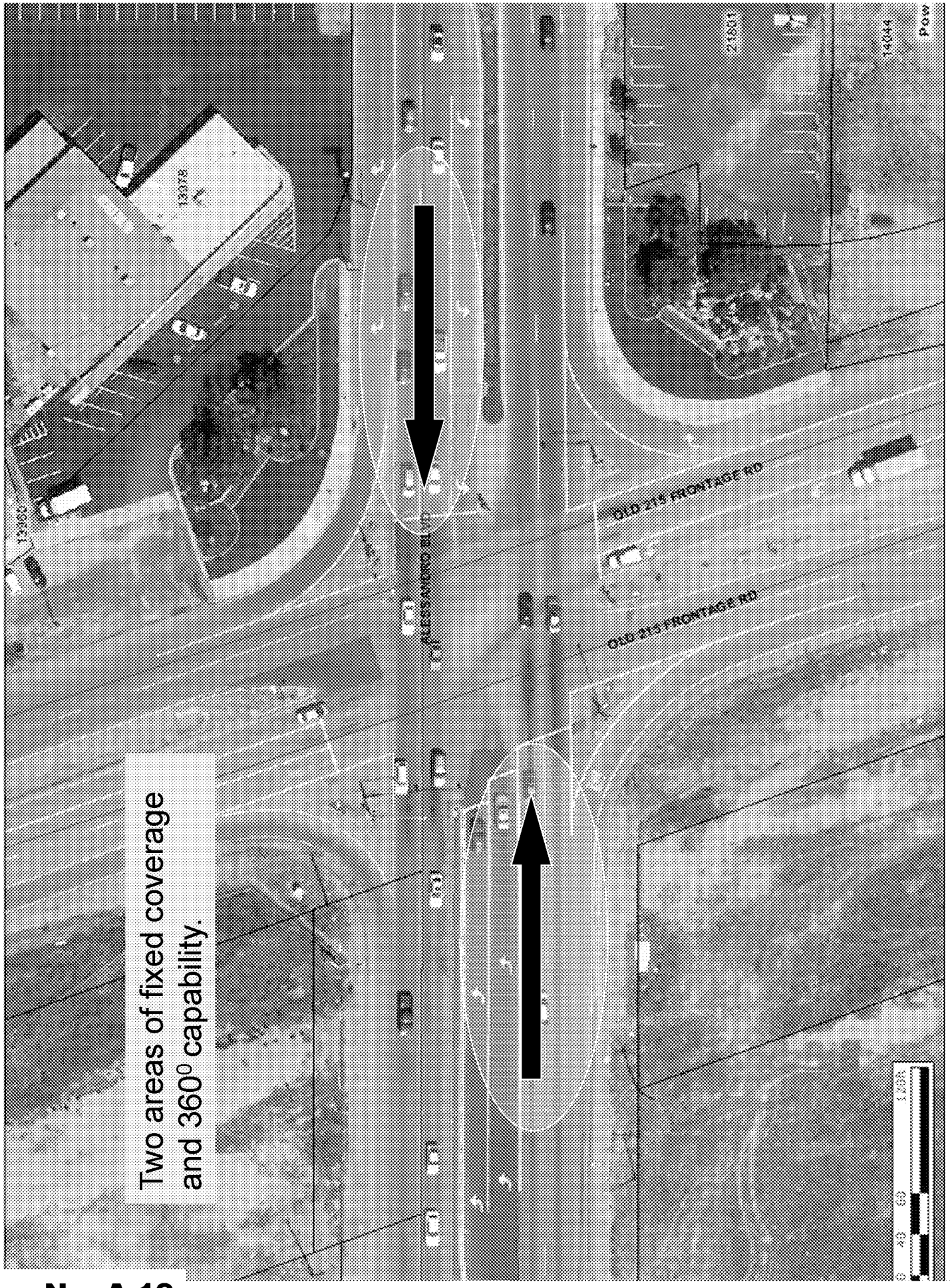
Two areas of fixed coverage and 360⁰ capability.
13078
13080
PLEASANTON RD
OLD 215 FRONTAGE RD
OLD 215 FRONTAGE RD
21001
14044
Poso
0 45 90 180

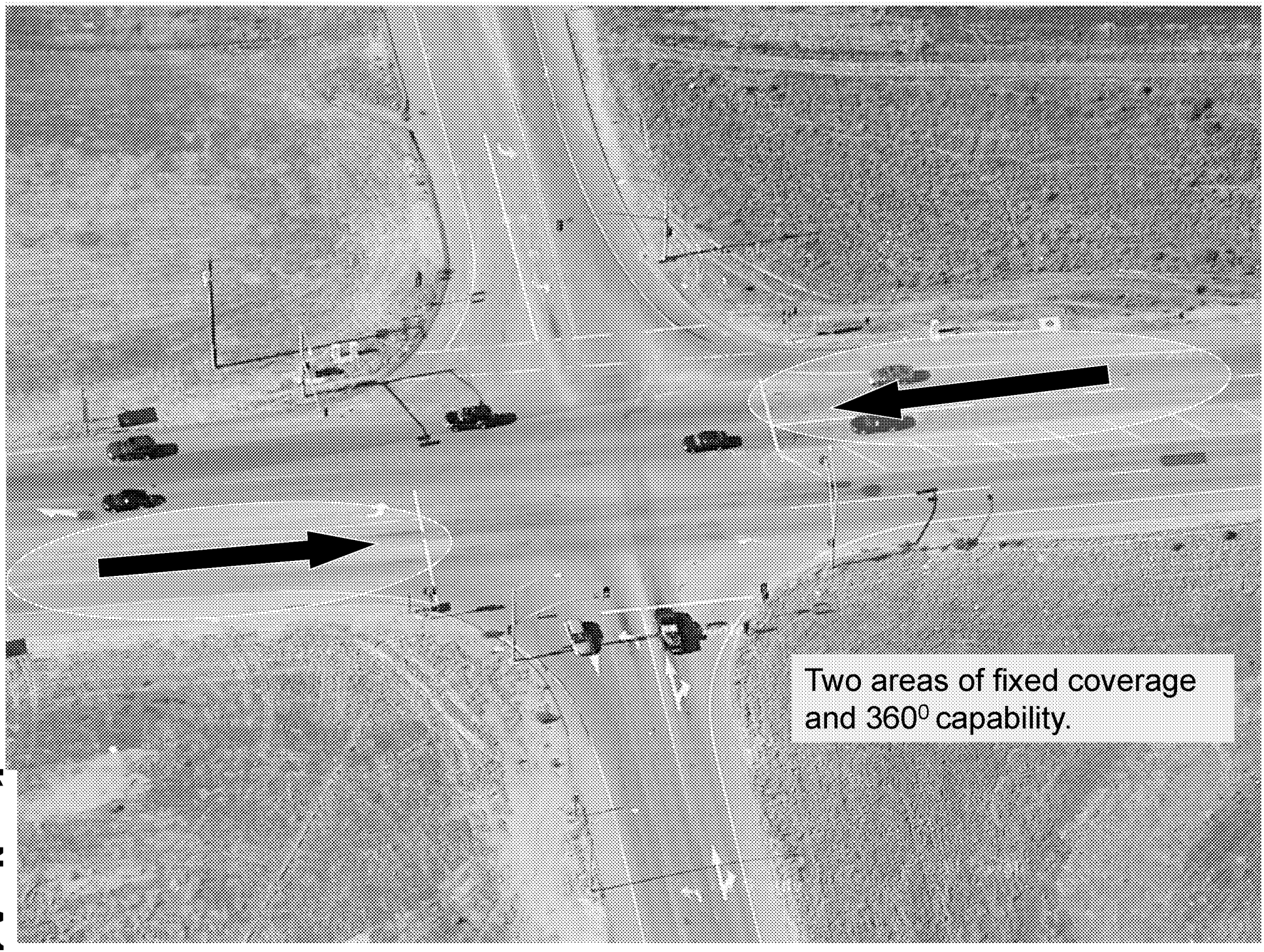

Item No. A.19

MV00175103

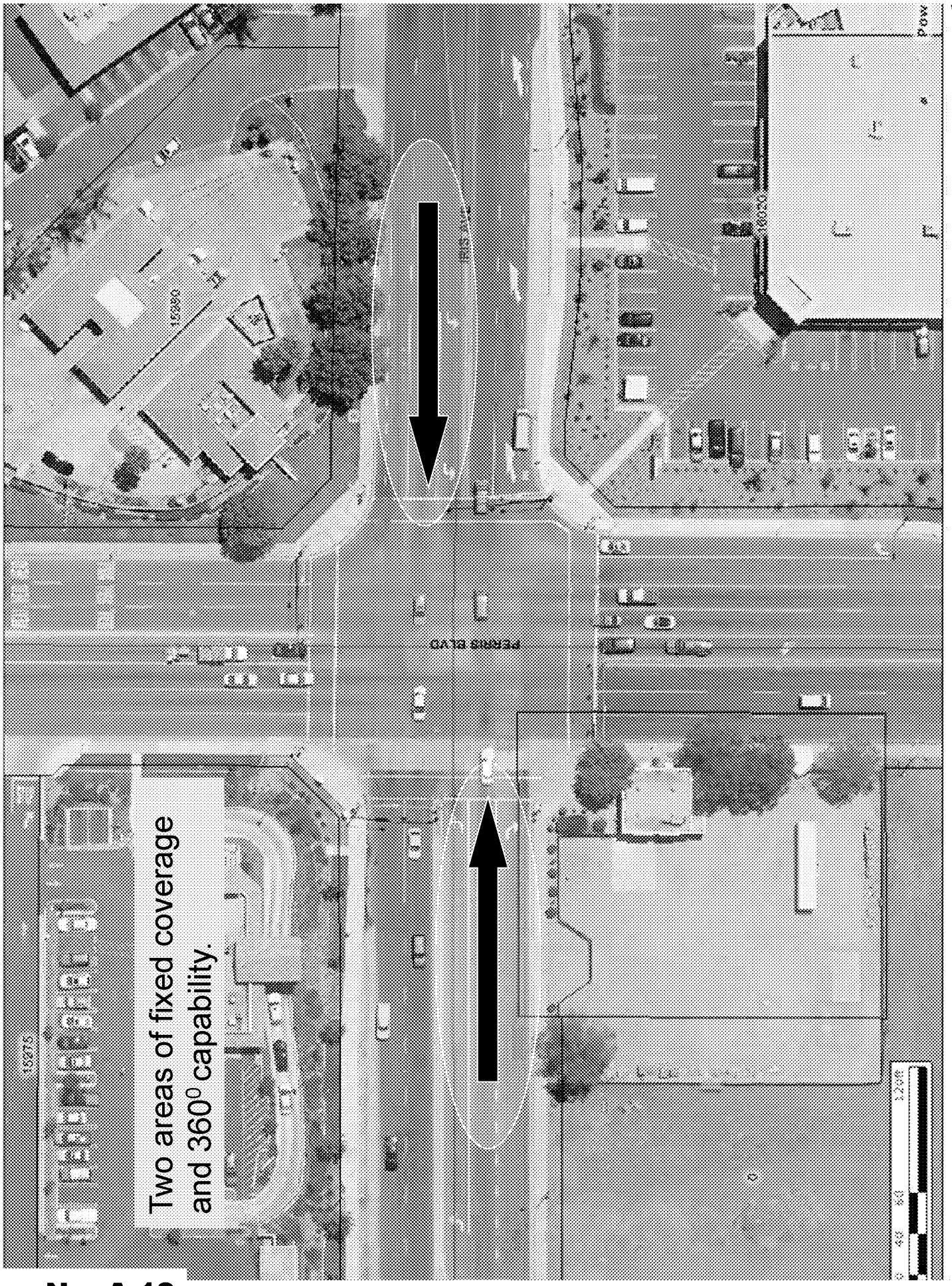
Two areas of fixed coverage and 360^0 capability.
PERRIS BLVD
15290
15270
0 40 80 160 240 Feet

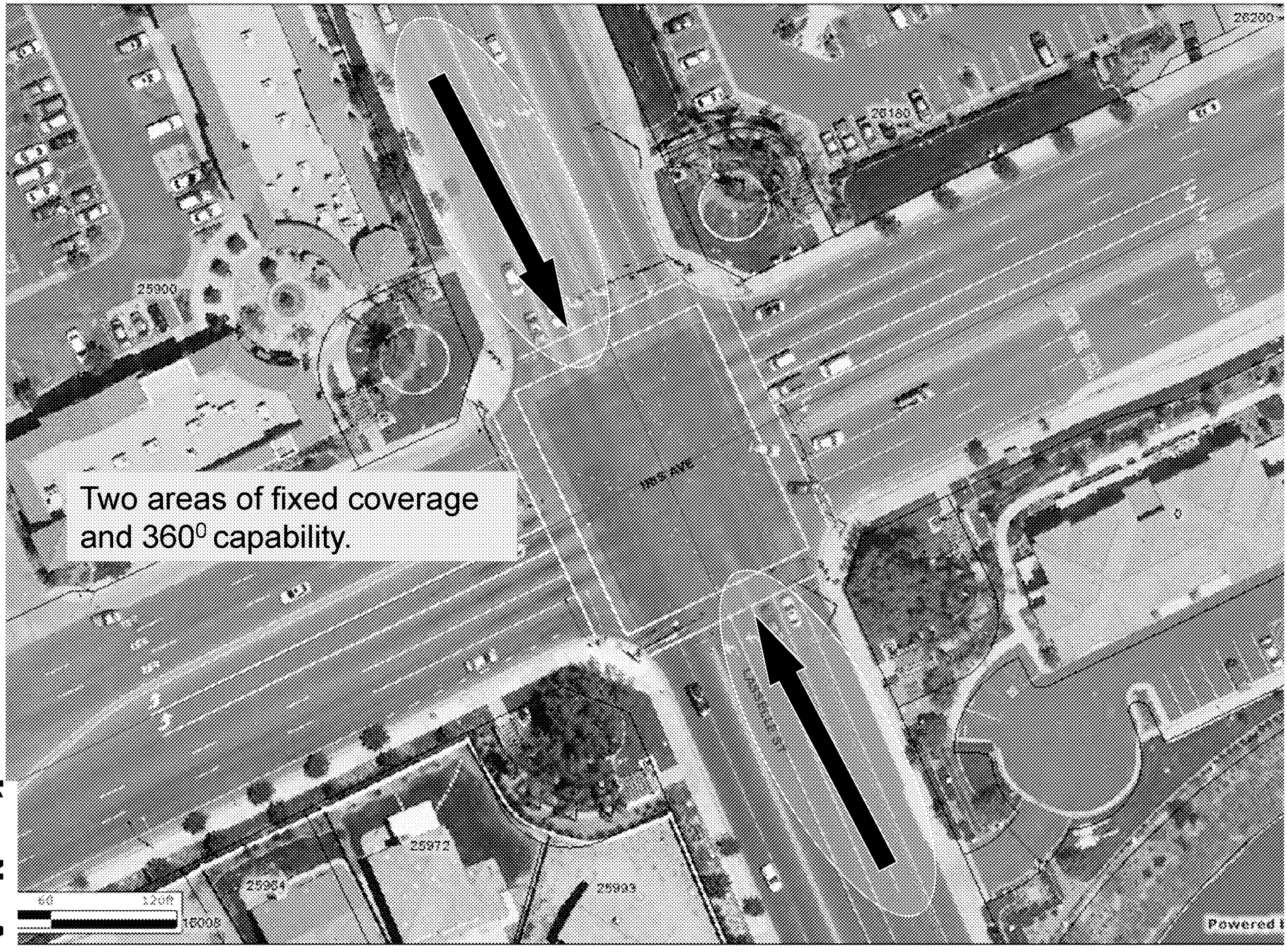
Two areas of fixed coverage and 360⁰ capability.
25900
25160
25200
25872
25884
25903
Powered

Item No. A.19

Item No. A.19

MV00175106

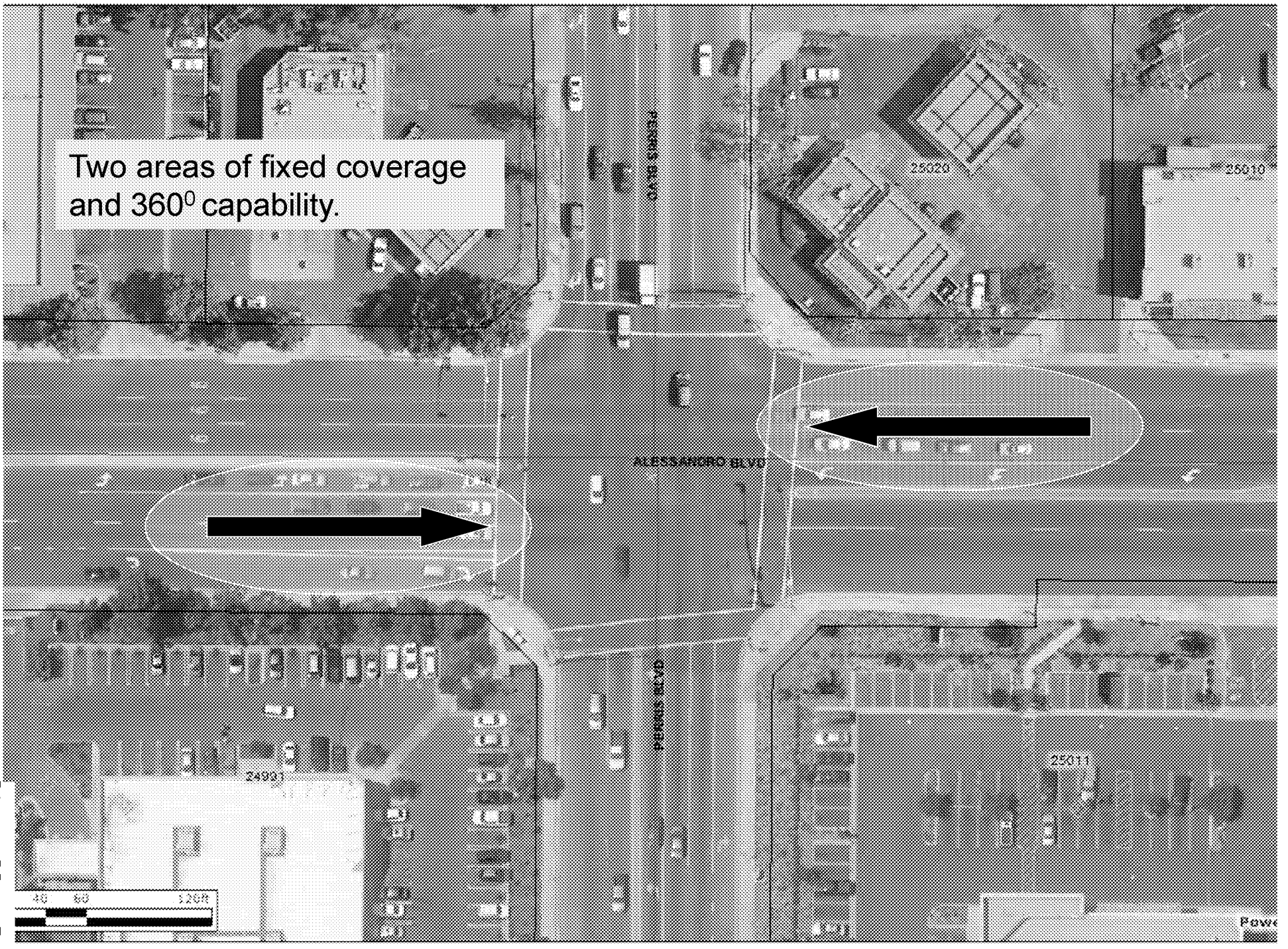
Two areas of fixed coverage and 360⁰ capability.
ALESSANDRO BLVD
PERRIS BLVD
25020
25010
25031
24931
40 80 120ft

Item No. A.19

Item No. A.19

MV00175108

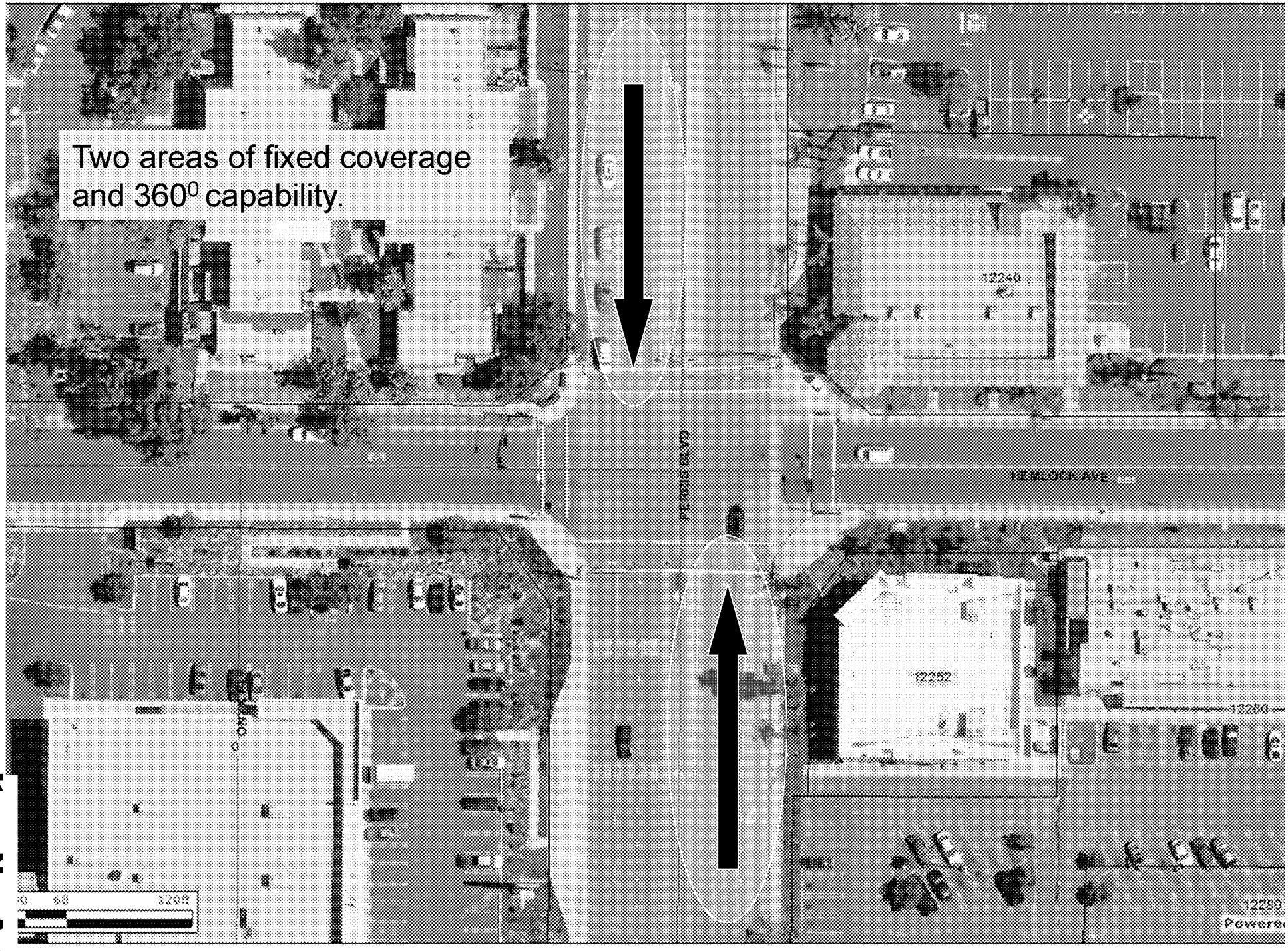
Two areas of fixed coverage and 360⁰ capability.
12240
HEMLOCK AVE
PERRIS BLVD
12252
12280
12290
Powered

Item No. A.19

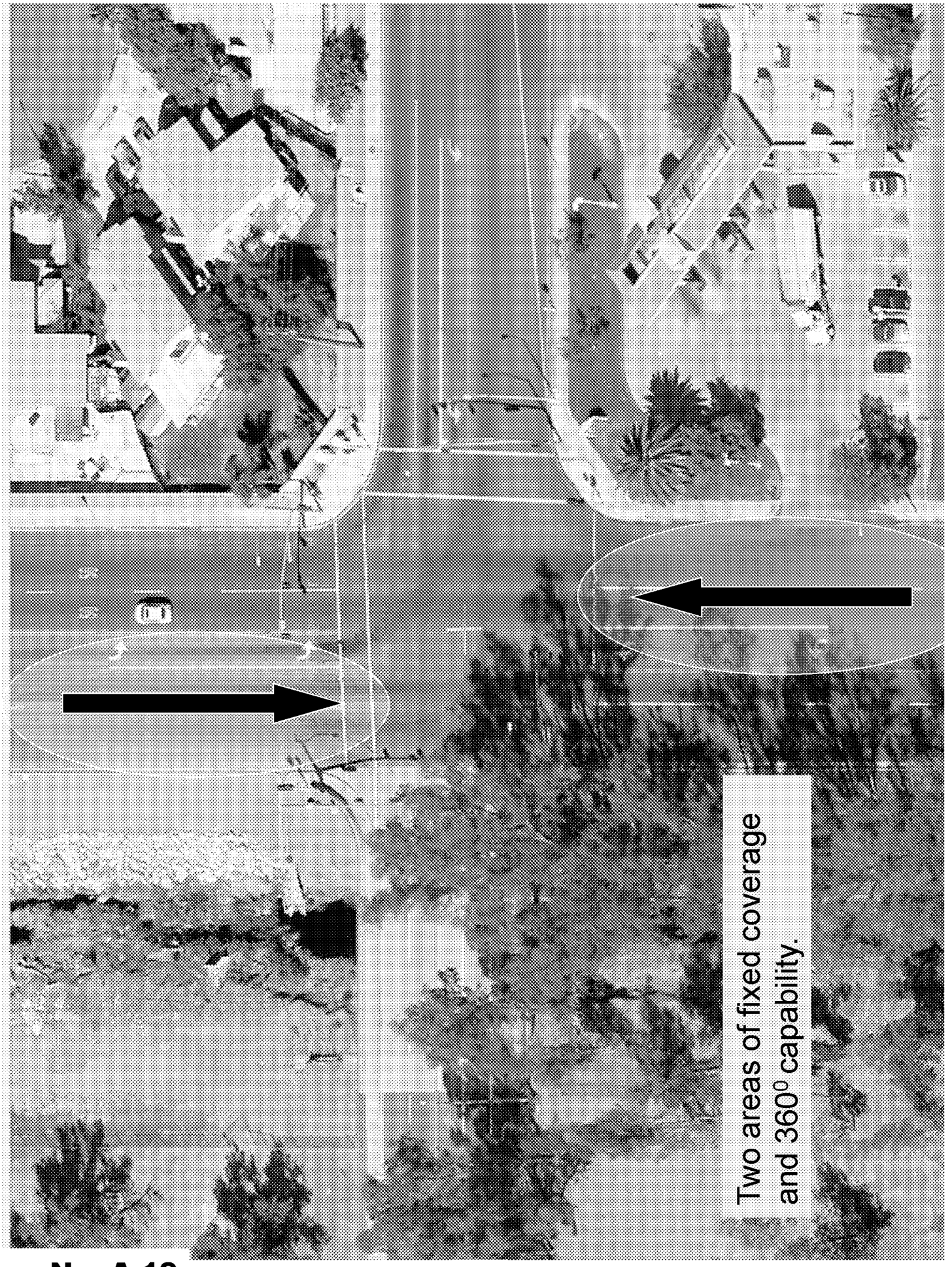

Item No. A.19

Item No. A.19

MV00175111

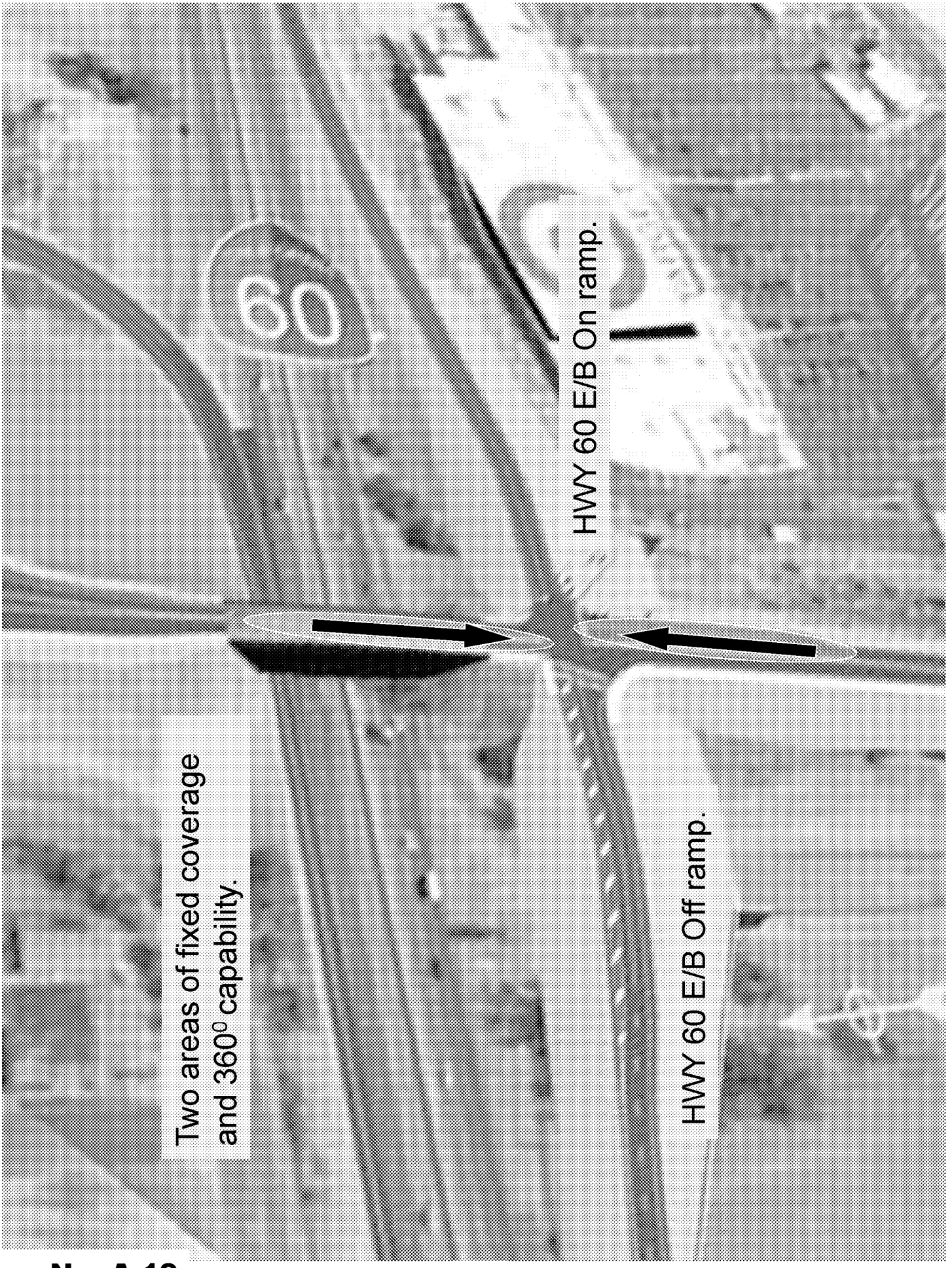
Two areas of fixed coverage and 360⁰ capability.
60
HWY 60 E/B On ramp.
HWY 60 E/B Off ramp.

Item No. A.19

Item No. A.19

MV00175113

Best coverage possible to include restrooms, playgrounds and facial recognition cameras.
PIGEON PASS RD

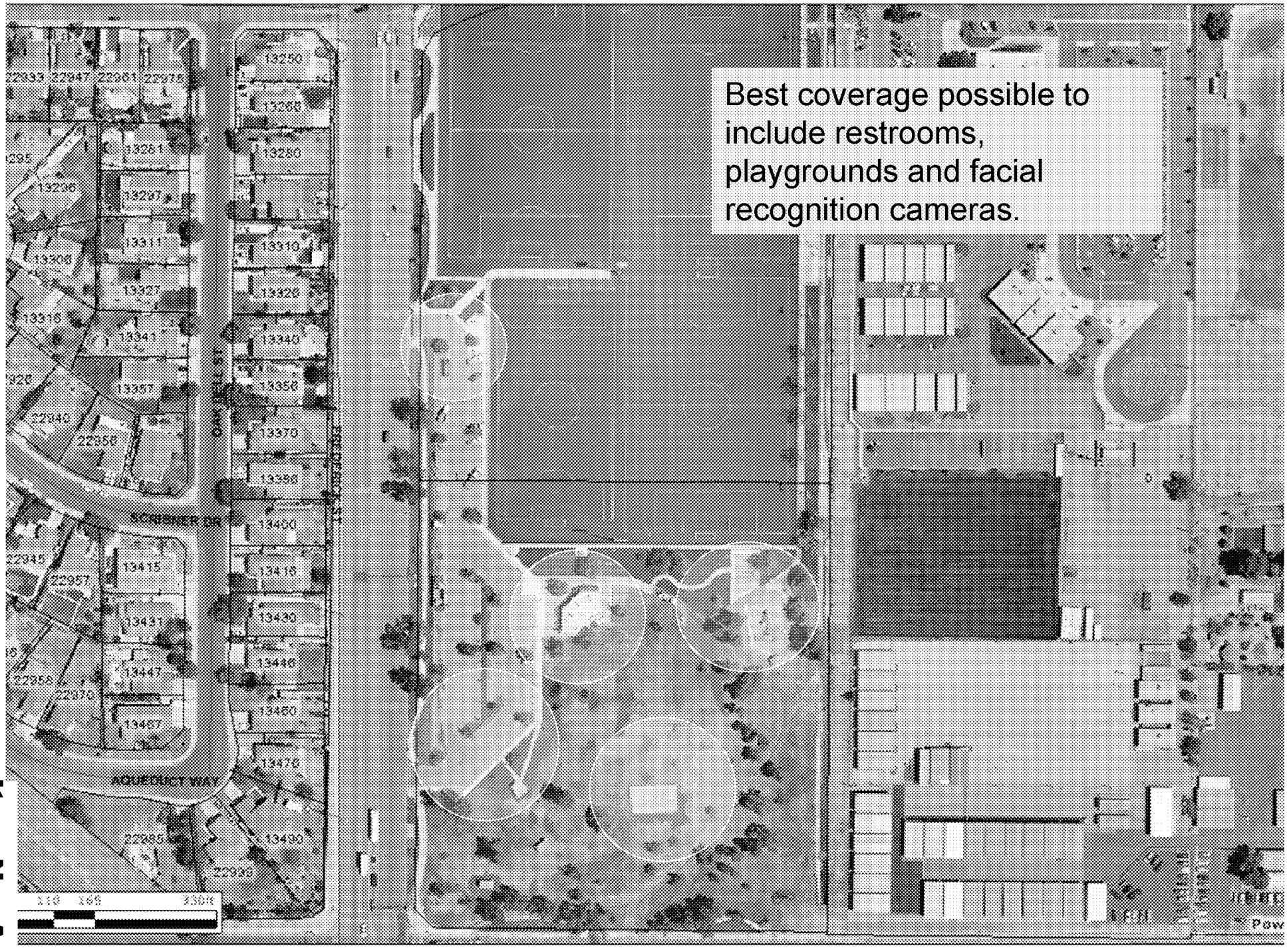
Best coverage possible to include restrooms, playgrounds and facial recognition cameras.
SCRIBNER DR
AQUEDUCT WAY
OAK PLAIN
13250
13260
13280
13287
13311
13310
13327
13420
13341
13340
13357
13350
13370
13390
14400
13415
13410
13431
13430
13447
13440
13460
13470
13490

Item No. A.19

Item No. A.19

MV00175116

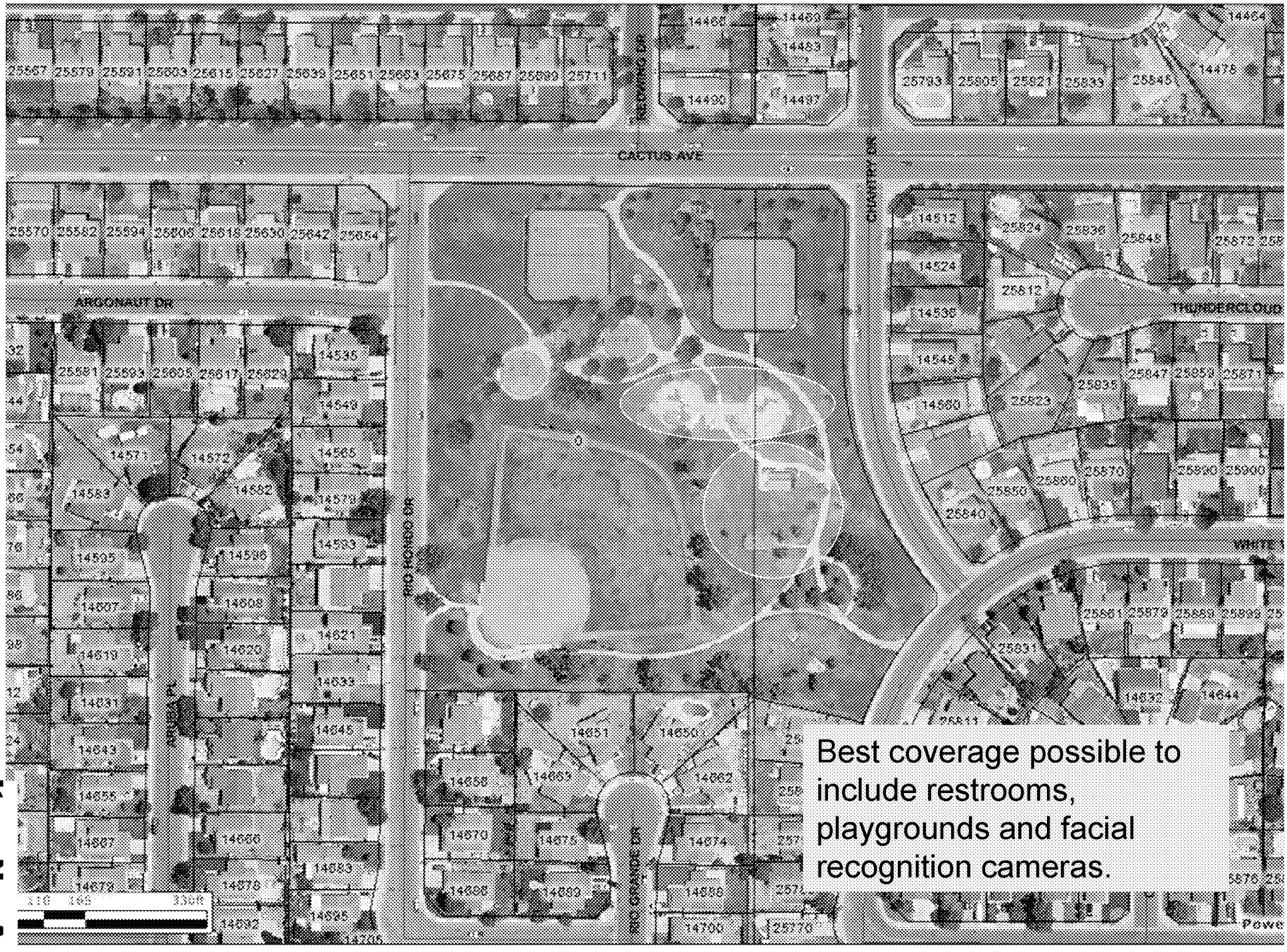
CACTUS AVE
ARGONAUT DR
THUNDERCLOUD
RIO GRANDE DR
Best coverage possible to include restrooms, playgrounds and facial recognition cameras.

Item No. A.19

Best coverage possible to include restrooms, playgrounds and facial recognition cameras.
TONADILLA CIR
RANCHITA CIR
LA FORTUNA DR
PALMITA WAY
ROLLING HILLS RD
PALOS VERDES DR
25570
25582
16000
16010
16020
16030
16040
16050
16060
16105
16125
16130
16140
16135
25587
25598
25618
25630
25640
25678
25690
25711
25753
25755
25642
25654
16005
16015
16025
16035
16045
16055
16065
16075
16085
25730
25779
25757
25741
25731
25707
25695
25650
25662
25674
25686
25710
25811
25823
25835
25847
25859
25871
25883
25895
25907
25919
25931
25943
25955
25967
25979
25991
26003
26015
26027
26039
26051
26063
26075
26087
26099
26111
26123
26135
26147
26159
26171
26183
26195
26207
26219
26231
26243
26255
26267
26279

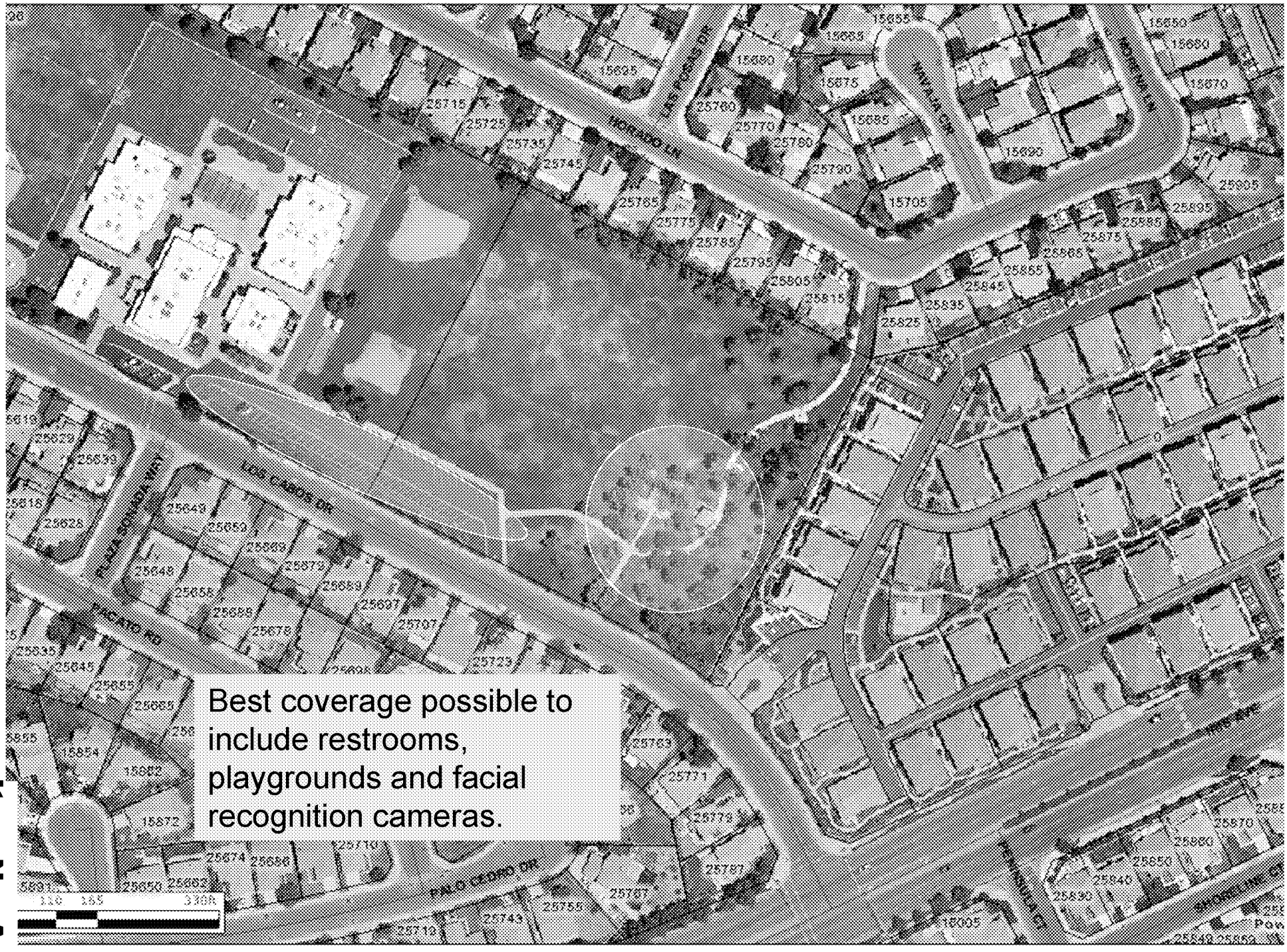
Best coverage possible to include restrooms, playgrounds and facial recognition cameras.
LOS CABOS DR
PACATO RD
PALO CEDRO DR
TORADO LN
BAYLA DR

Item No. A.19

Phase 1a

Item No. A.19

MV00175120

Two areas of fixed coverage and 360⁰ capability.
IRONWOOD AVE
REDLANDS BLVD
26240
40 80 320ft

Item No. A.19

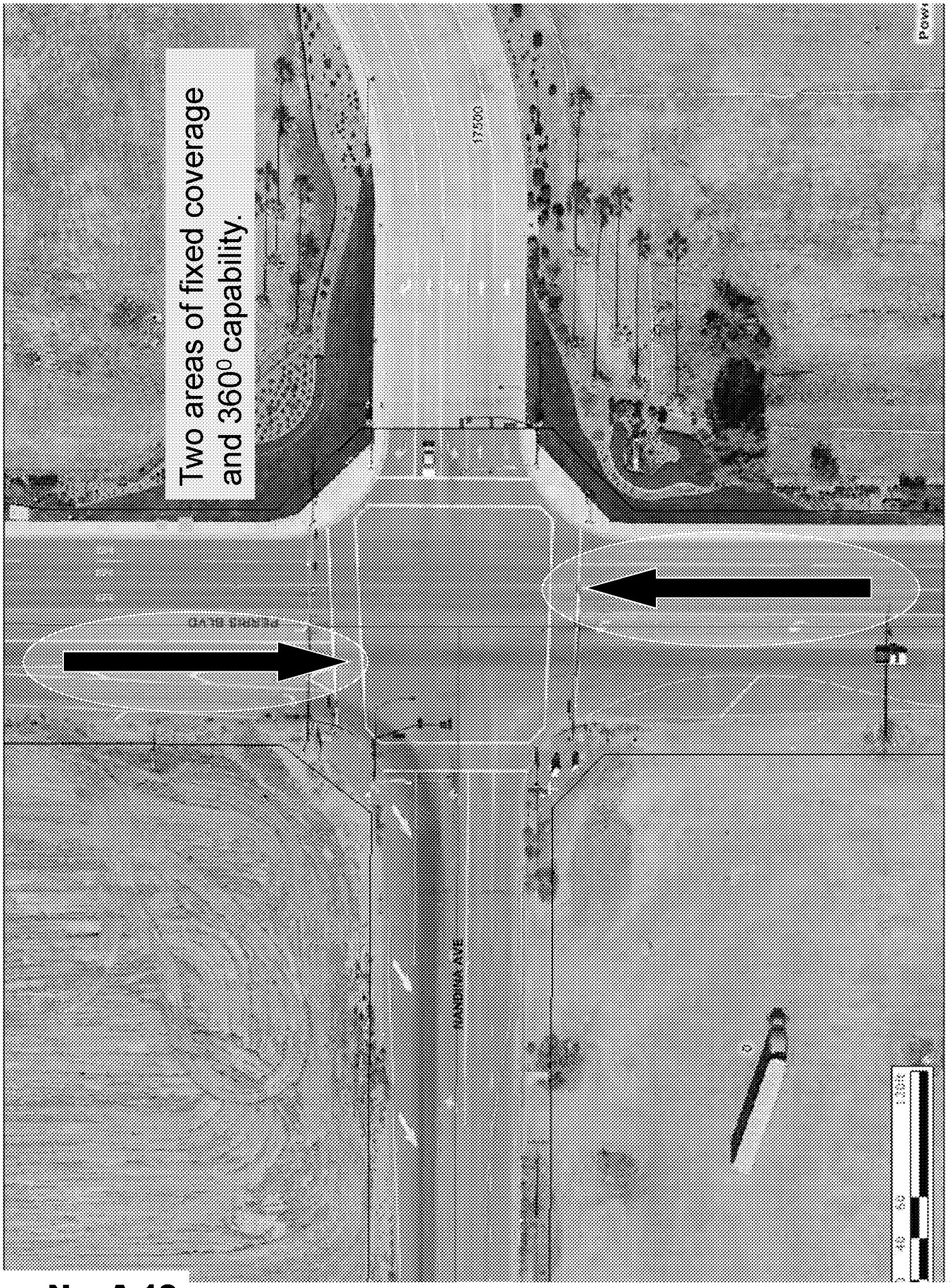
Two areas of fixed coverage and 360⁰ capability.
PERRIN BLVD
SANDRA AVE
17500
40
80
160ft

Item No. A.19

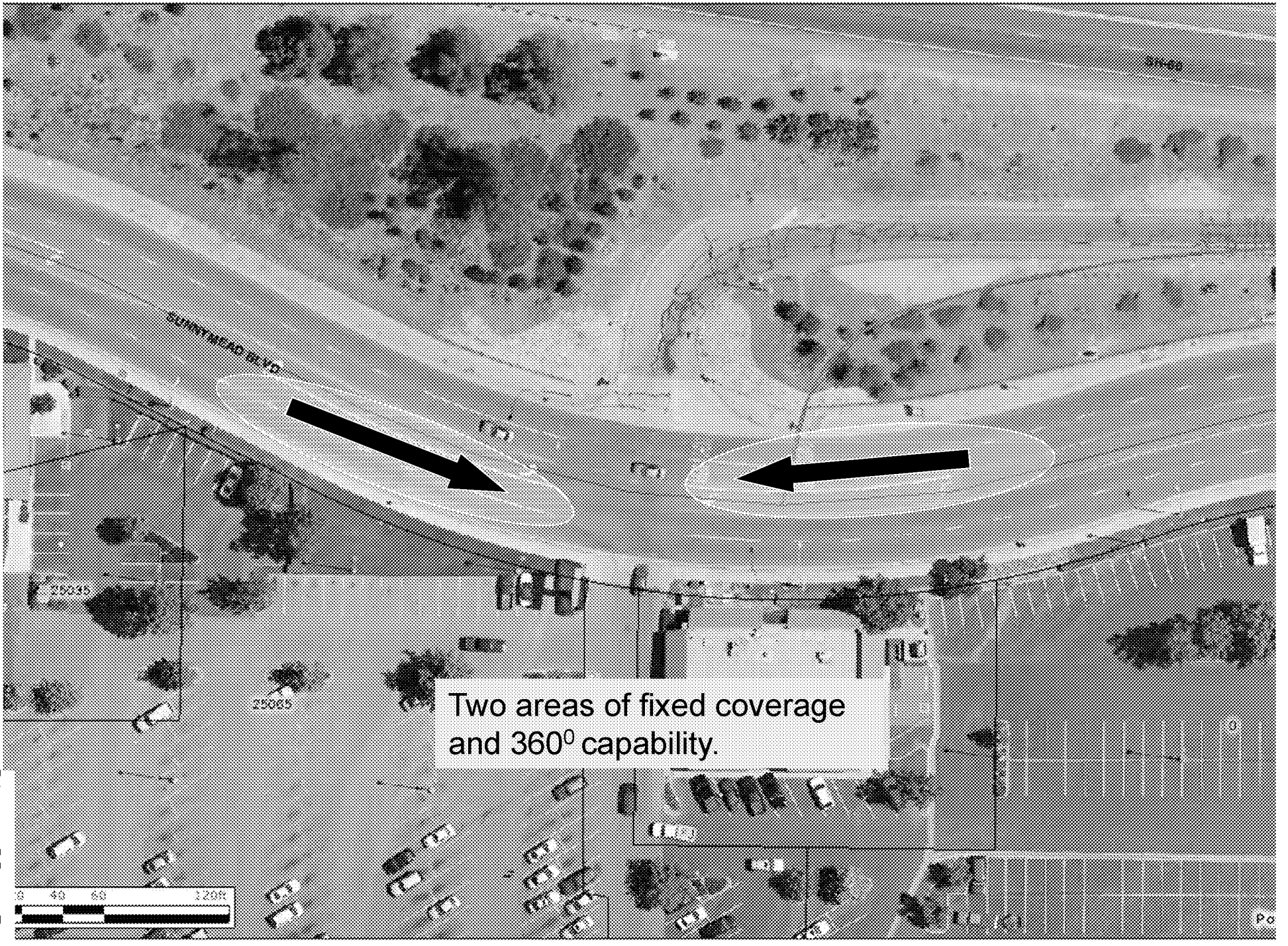
SUNNYMEAD BLVD
25045
25065
Two areas of fixed coverage and 360^0 capability.

Item No. A.19

Best coverage possible to include restrooms, playgrounds and facial recognition cameras.
SUMMER HOLLY AVE
EDGEWORTH ST
WESTLAKE DR
BALBOA LN
PARADISE PL

Two areas of fixed coverage and 360^0 capability.
BOX SPRINGS RD
IRONWOOD AVE
21947
11951
11991
22013
22025
22037
22049
13125
40
60
1,200

Item No. A.19

Phase 2

Item No. A.19

MV00175126

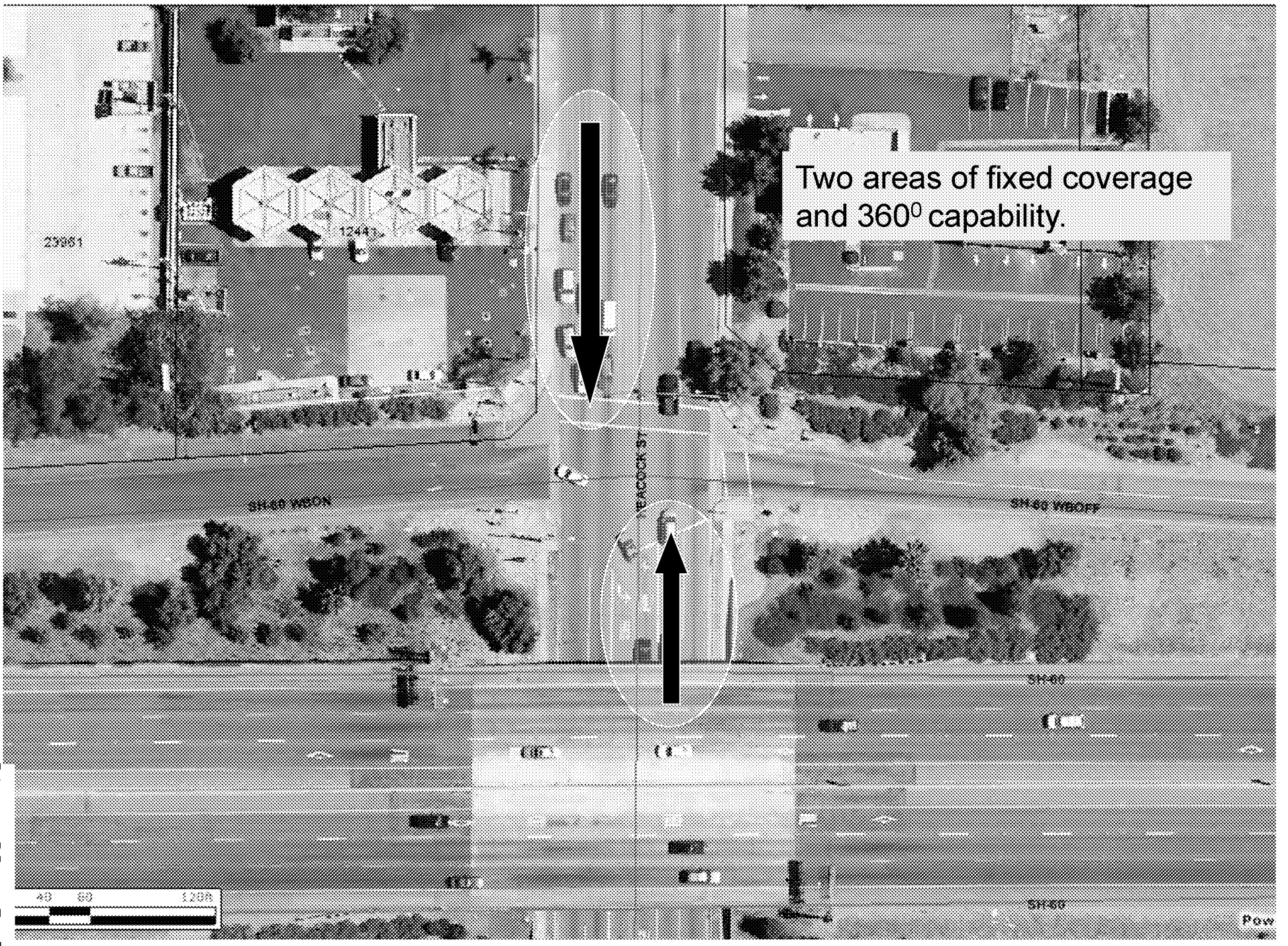
Two areas of fixed coverage and 360⁰ capability.
SH-60 WBON
SH-60 WBOFF
SH-60
SH-60
40 80 120ft

Item No. A.19

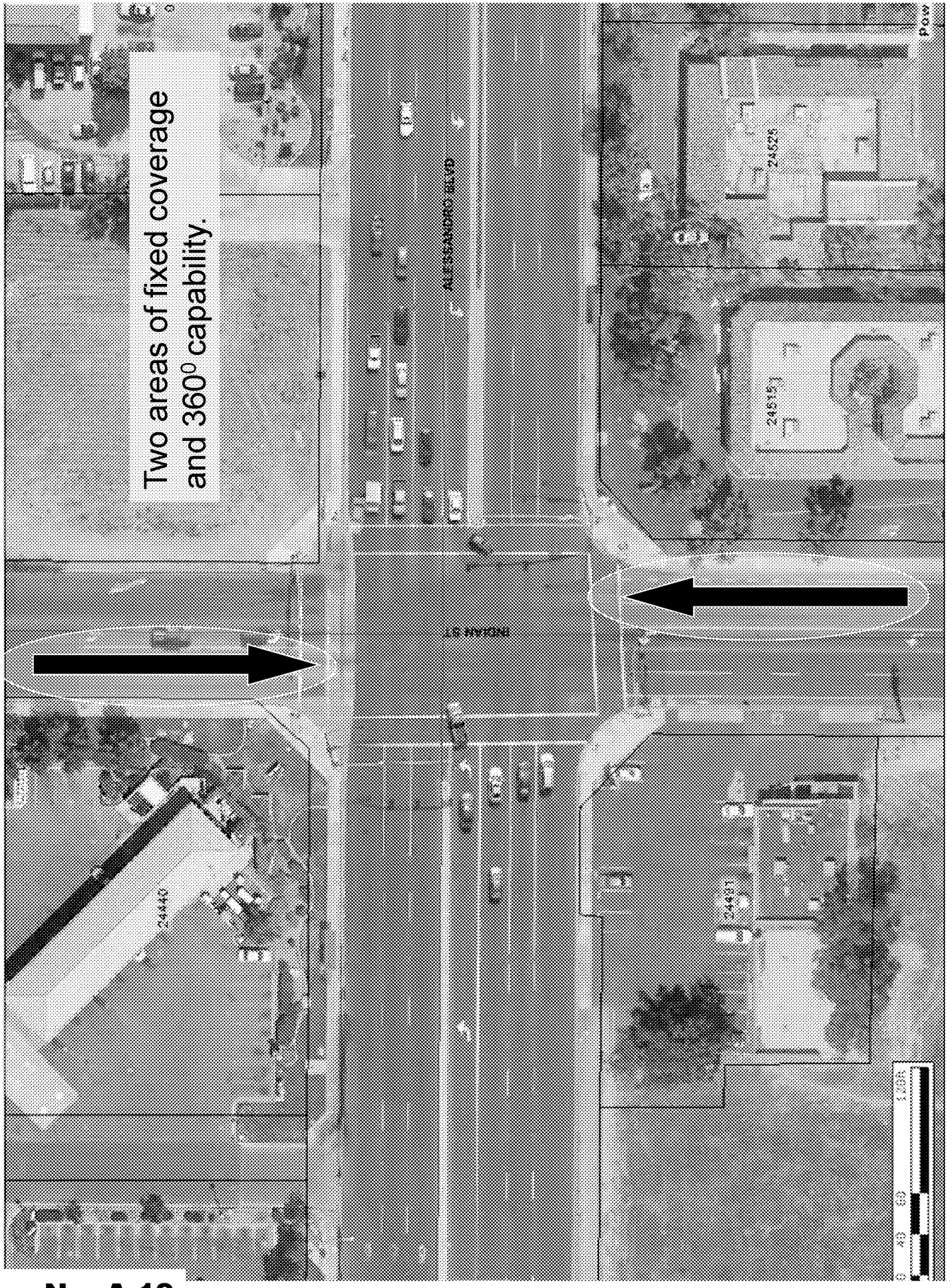

Item No. A.19

MV00175128

Two areas of fixed coverage and 360⁰ capability.
17733
17741
17749
17757
17765
17773
17781
17789
17797
17805
17732
17740
17748
17756
17764
17772
17780
17788
17796
17804
LASSELLE ST
CAMINO SAN SIMEON

Item No. A.19

Item No. A.19

Two areas of fixed coverage and 360^0 capability.
NAHUNA AVE
INDIAN ST
24415
0 60 120ft
Powered

Item No. A.19

Two areas of fixed coverage and 360⁰ capability.
FREDERICK ST
CONCORD AVE

Item No. A.19

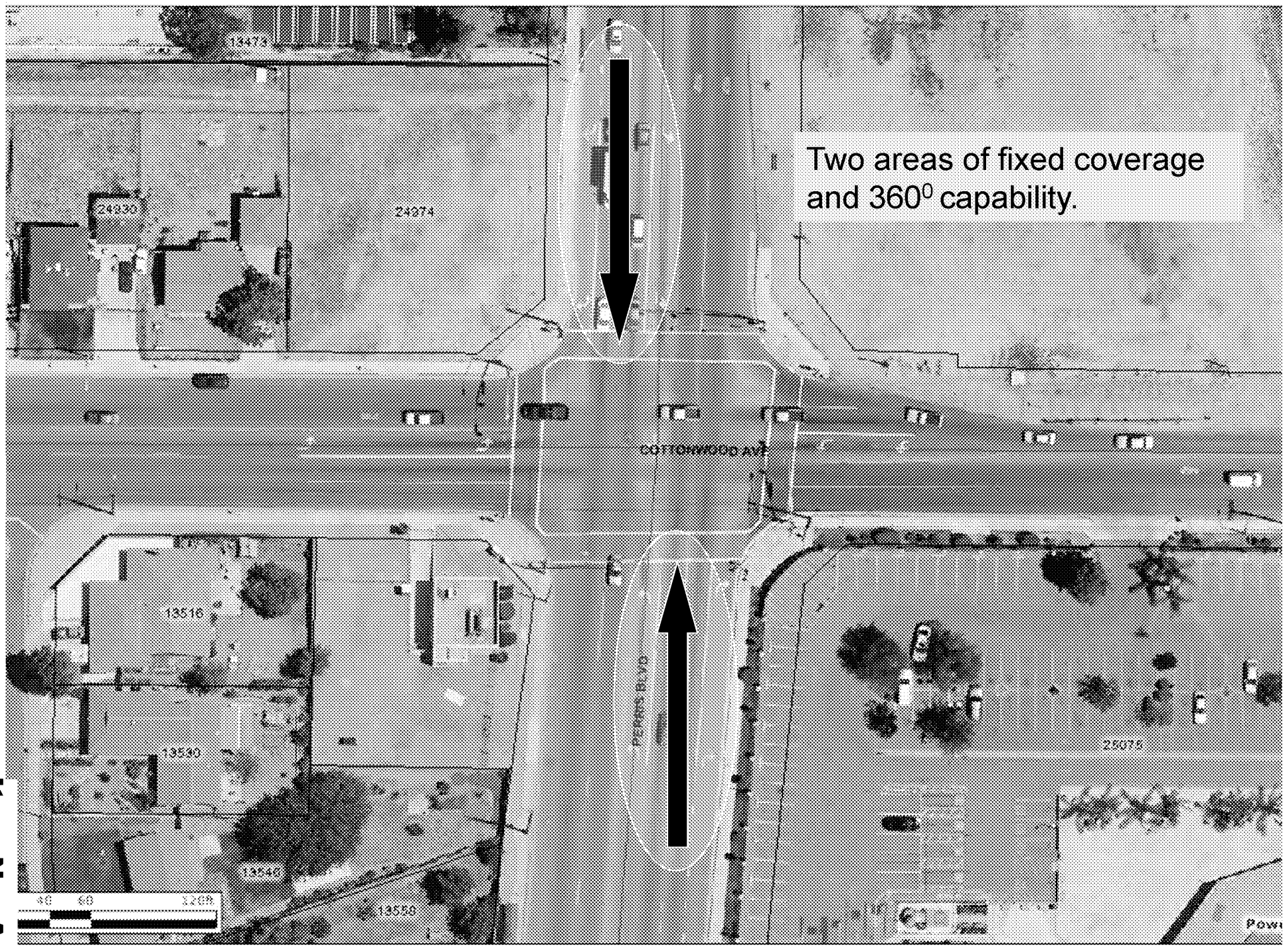

Item No. A.19

MV00175133

Item No. A.19

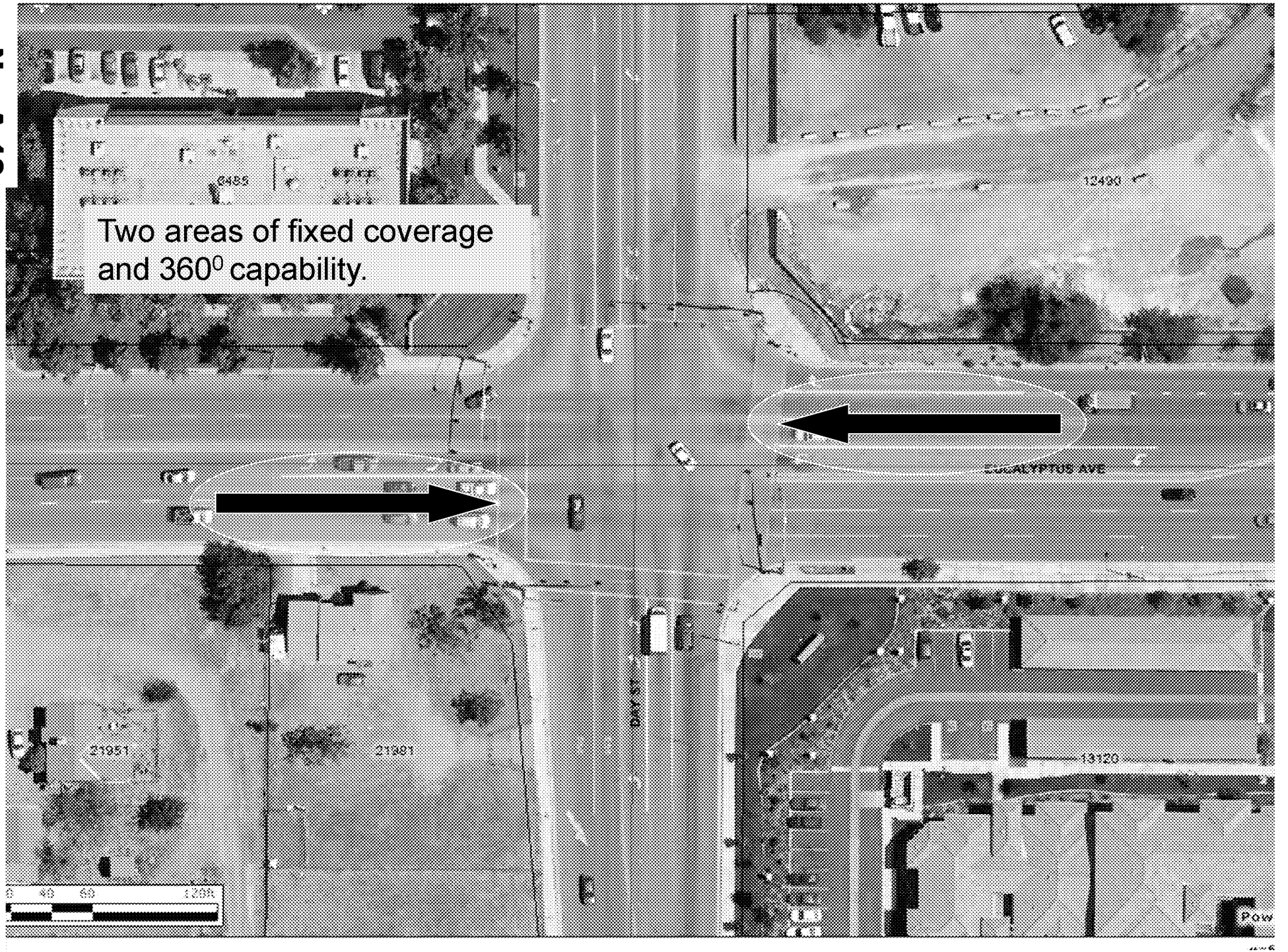

MV00175134

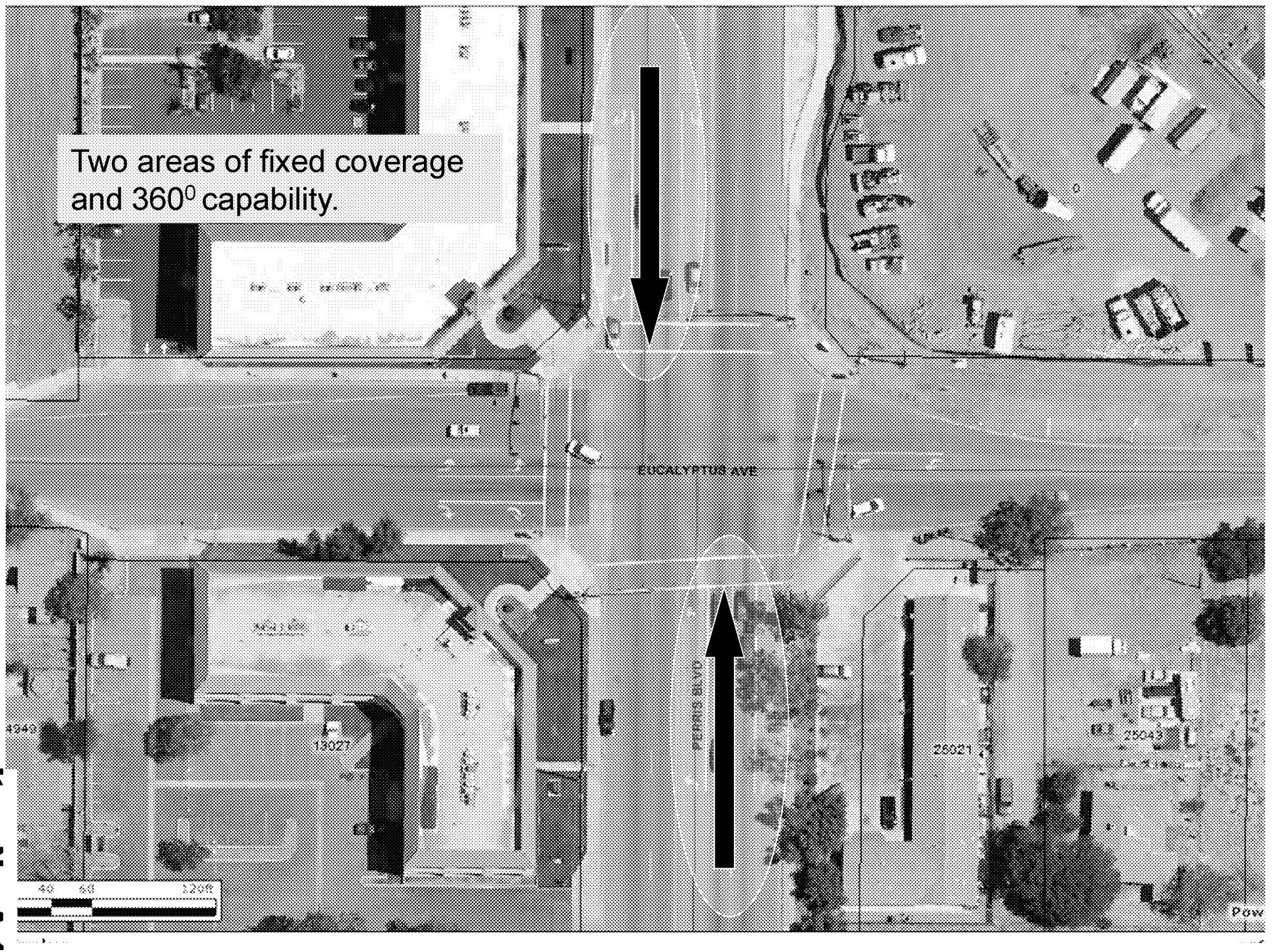
Two areas of fixed coverage and 360⁰ capability.
EUCALYPTUS AVE
PERRIS BLVD
13027
25021
25043
40 80 120ft

Item No. A.19

Two areas of fixed coverage and 360^0 capability.
SUNNYMEAD BLVD
PERRIS BLVD
PERRIS ST
12320
23021
12321
22320

Item No. A.19

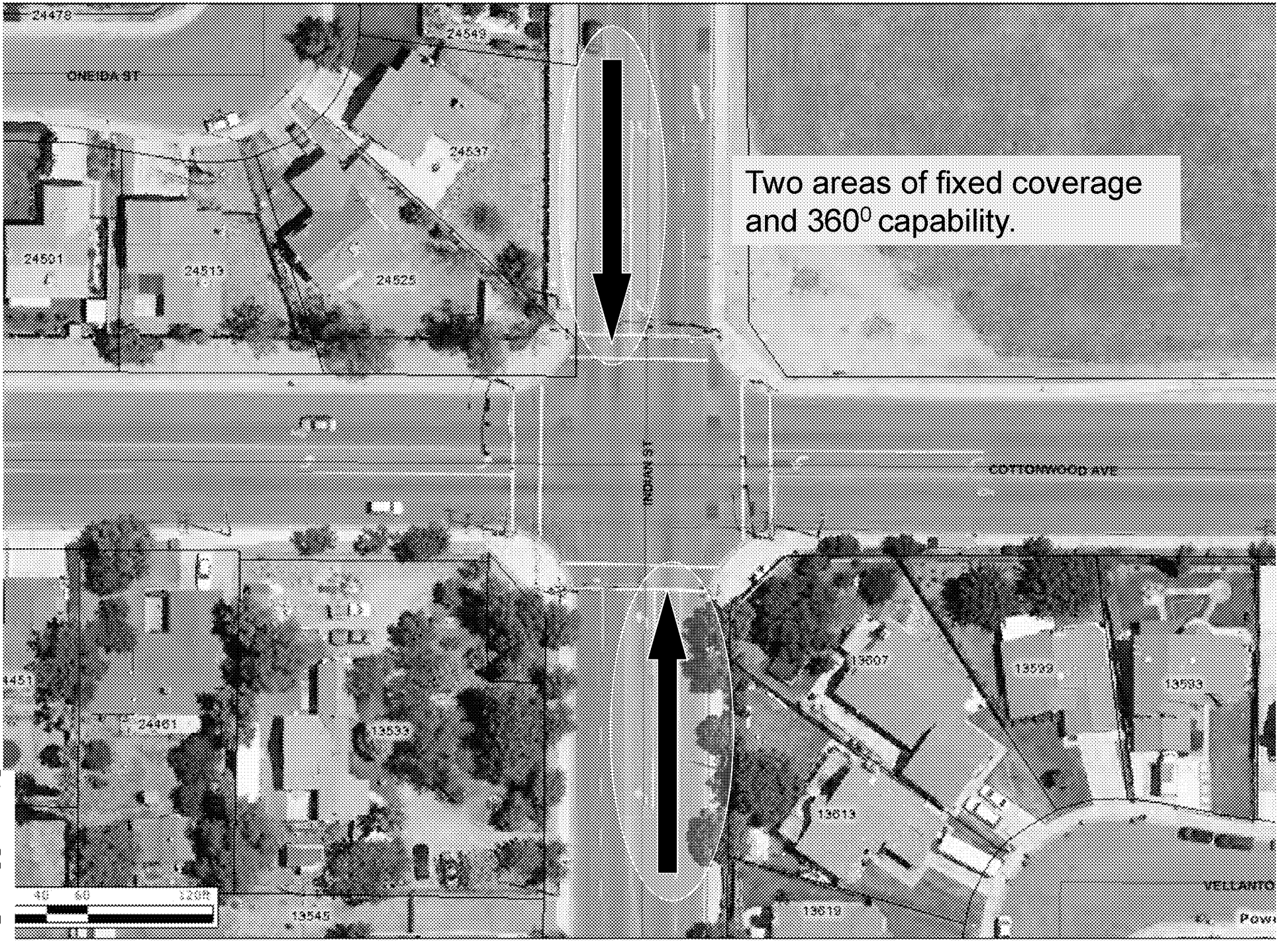

Item No. A.19

MV00175137

Item No. A.19

MV00175138

Two areas of fixed coverage and 360⁰ capability.
SPARROW CT
OLD LAKE DR
PIGEON PASS RD
HOLDEN SPRINGS DR
PIGEON PASS RD
40
80
120

Item No. A.19

Item No. A.19

MV00175140

Item No. A.19

MV00175141

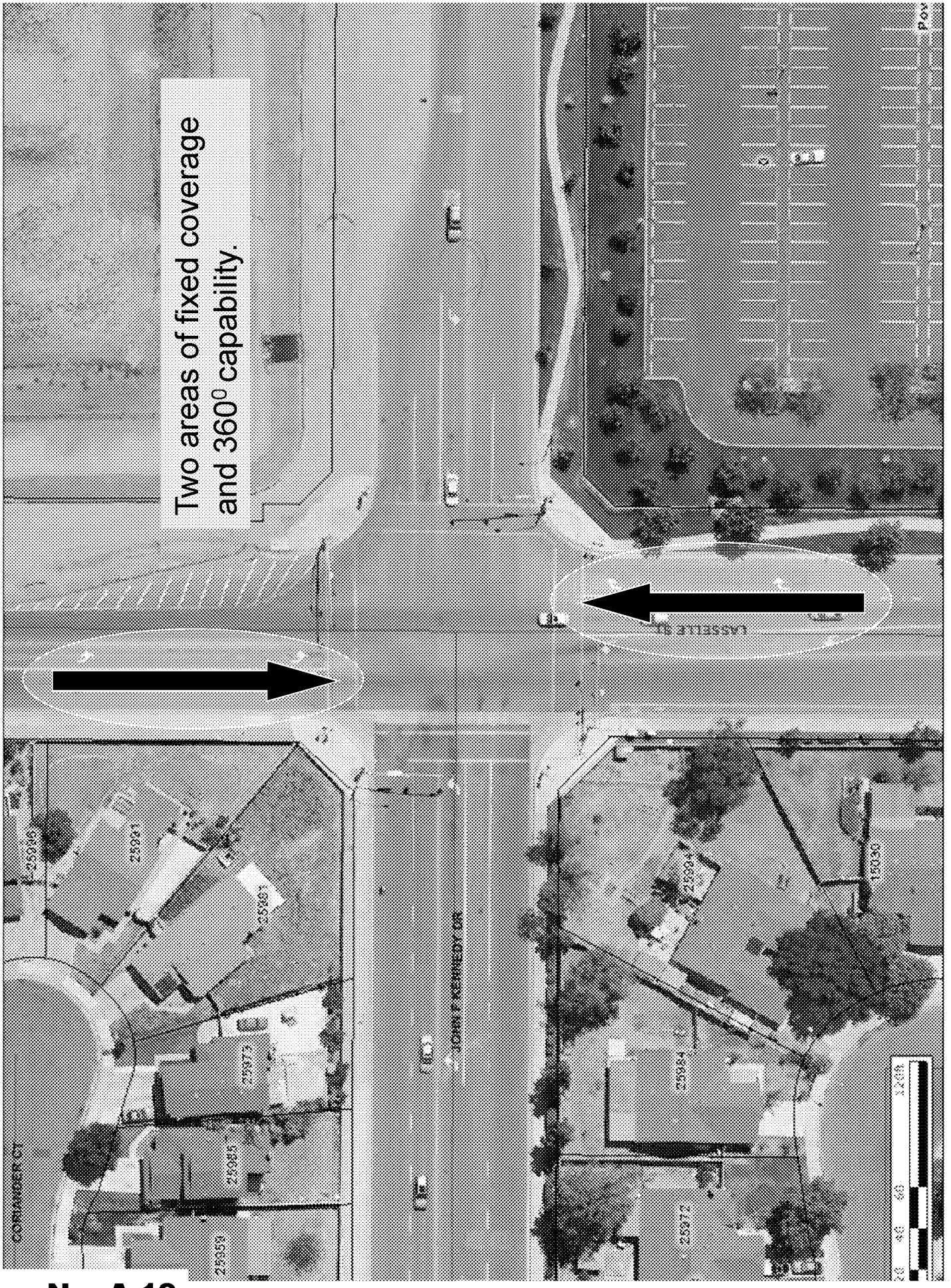

Item No. A.19

MV00175142

Item No. A.19

MV00175143

Two areas of fixed coverage and 360⁰ capability.
COTTONWOOD AVE
DAY ST
22015
22033
21982
21935
13477
13454
13464
13472
13480
0 40 80 160

-739-

Item No. A.19

MV00175145

Item No. A.19

Two areas of fixed coverage and 360^0 capability.
GRADUAR CT
PERRIS BLVD
ODESSA DR
25023
25033
25043
25053
11987
11991
12050
12064
12075
12085
12013
12023
12037
12055

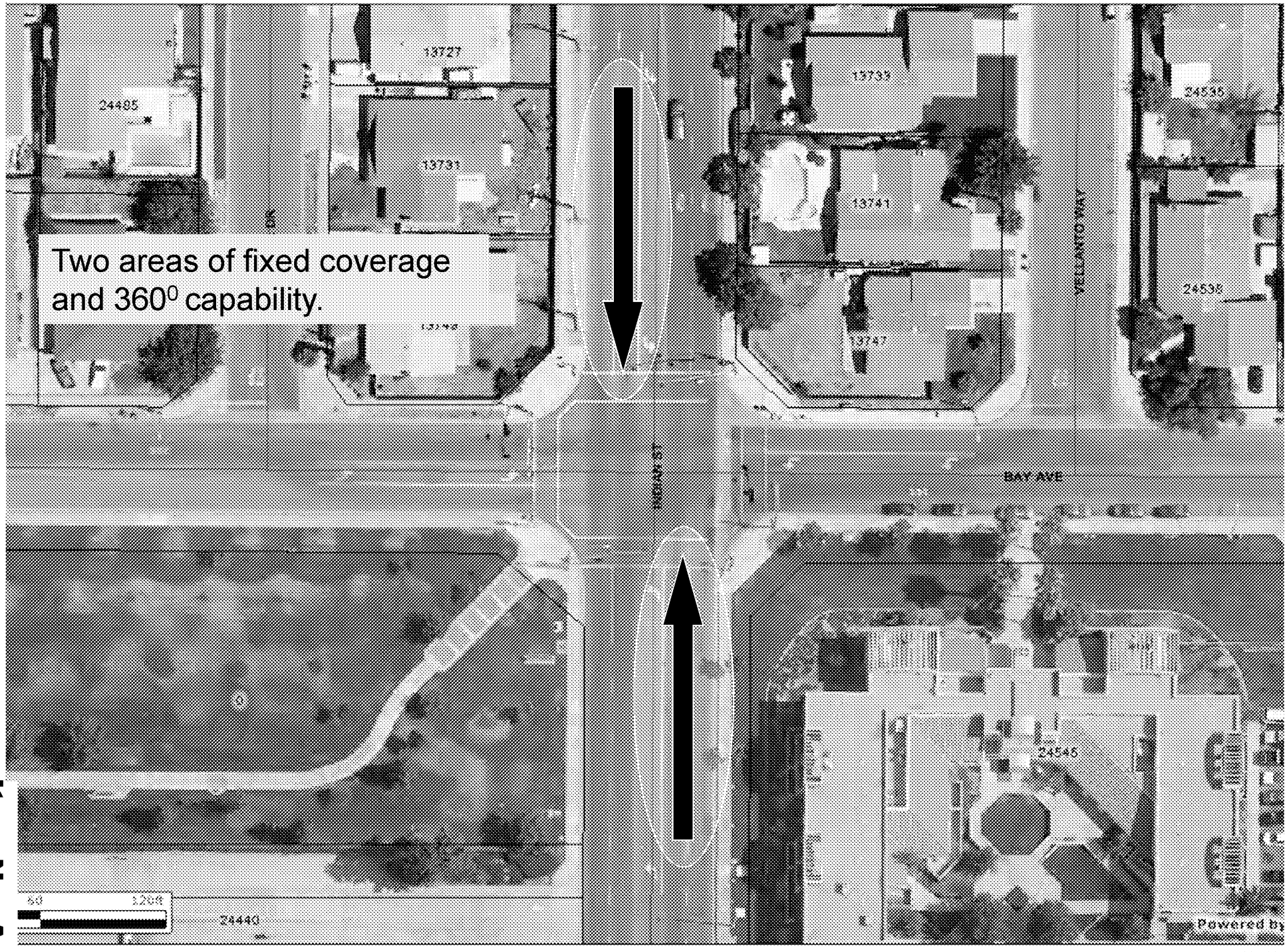
Two areas of fixed coverage and 360^0 capability.
24485
13727
13731
13733
13741
13747
24535
24539
VELLANTO WAY
BAY AVE
24545
24440
Powered by

Item No. A.19

Item No. A.19

MV00175148

Item No. A.19

MV00175149

CALLE ALTO
CAMINO FLORES
BELLO WAY
CAMINO DE
GENTIAN AVE
Best coverage possible to include restrooms, playgrounds and facial recognition cameras.

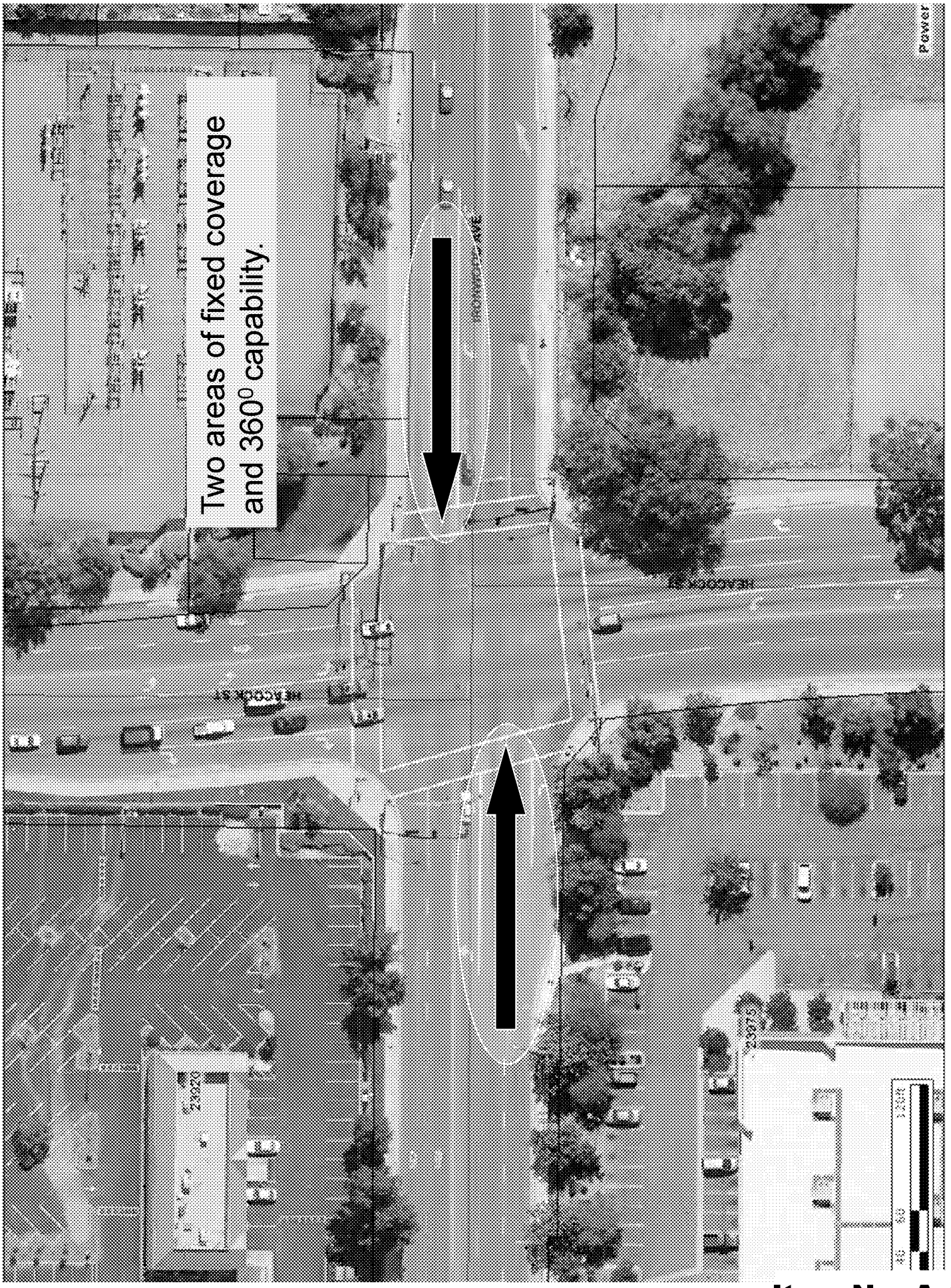

Item No. A.19

MV00175151

Two areas of fixed coverage and 360⁰ capability.
MORENO BEACH DR
ALESSANDRO BLVD
Powered

Item No. A.19

Item No. A.19

MV00175153

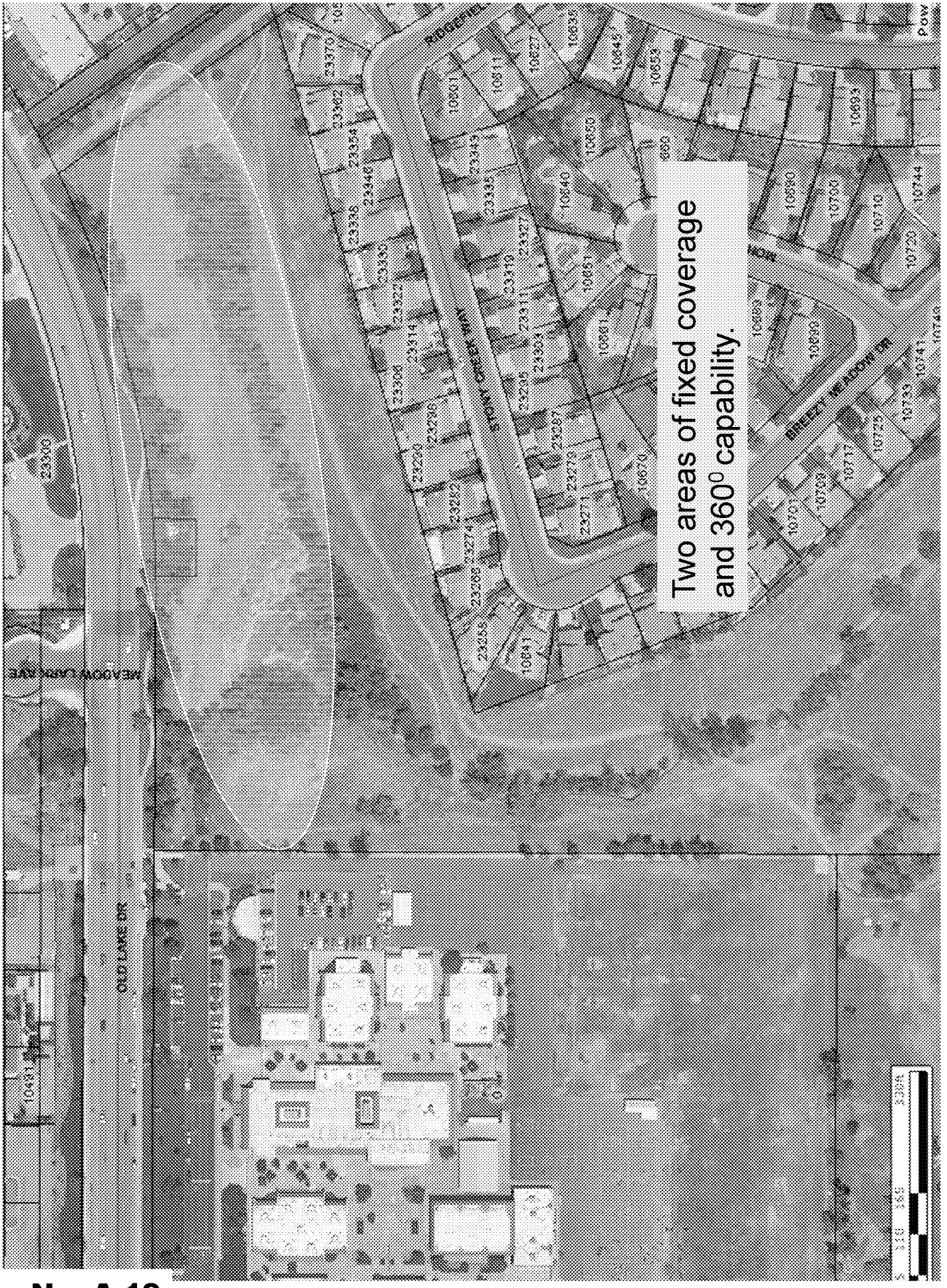
Two areas of fixed coverage and 360⁰ capability.
MEADOW LAKE AVE
OLD LAKE DR
STONY CREEK WAY
BRIDGE WATER DR
RIDGEVIEW
23300
23362
23354
23346
23338
23330
23322
23314
23306
23298
23290
23282
23274
23266
23258
23250
23242
23234
23226
23218
23210
23202
23194
23186
23178
10481
10491
10501
10511
10521
10531
10541
10551
10561
10571
10581
10591
10601
10611
10621
10631

Later Phases

Item No. A.19

MV00175155

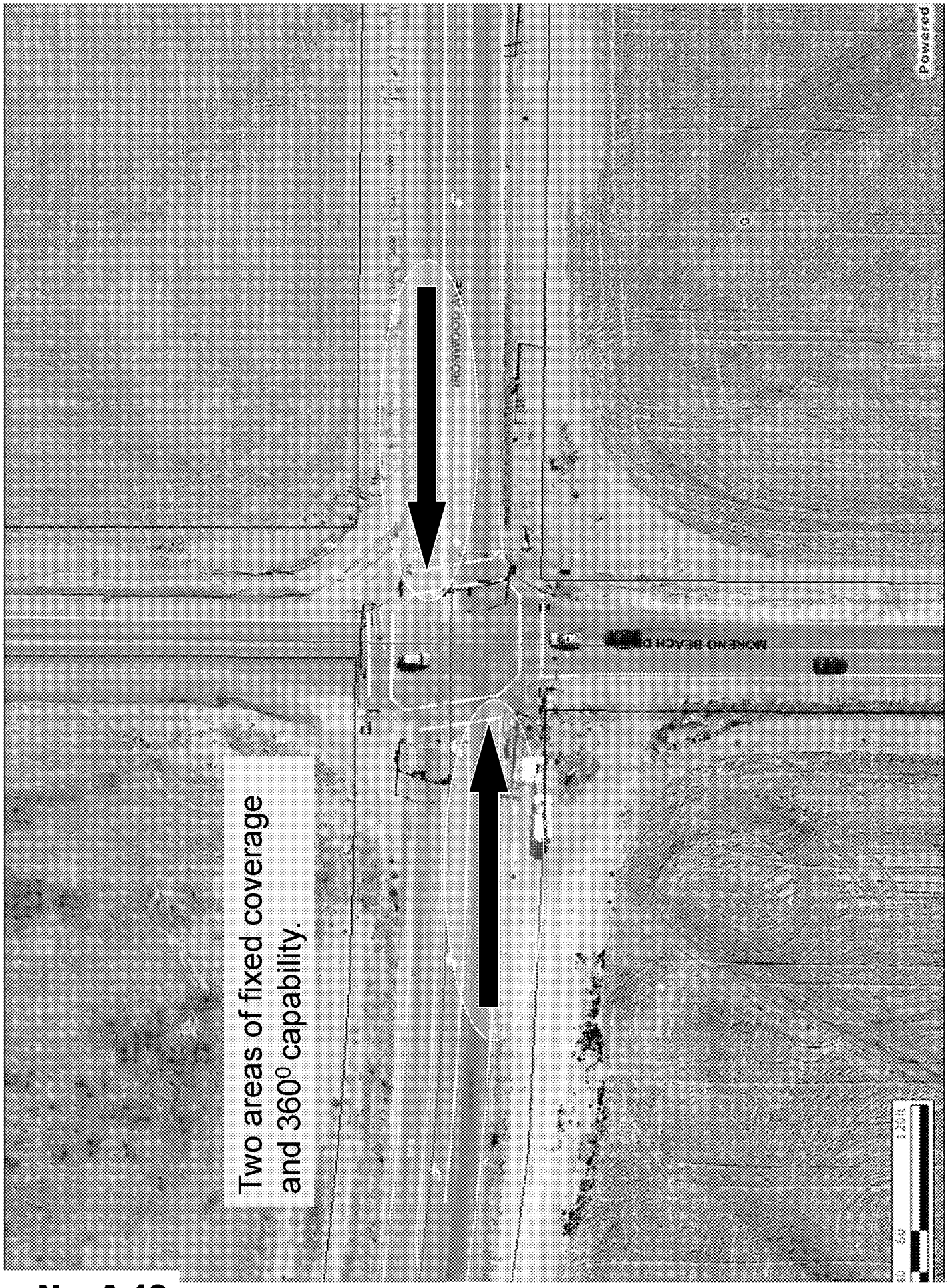
Two areas of fixed coverage and 360^0 capability.
MONTEREY
MONTEREY BEACH
Powered

Item No. A.19

Item No. A.19

MV00175157

Item No. A.19

MV00175158

Two areas of fixed coverage and 360⁰ capability.
12833
12840
12837
12847
12843
24480
24490
12861
12850
24545
24421
24493
24487
24483
24535
12832
24549
12906
12917
12909
Powered

Item No. A.19

Two areas of fixed coverage and 360⁰ capability.
WEBSTER AVE
INDIAN ST
12570
12572
12580
12569
12589
24474
12556
12544
12546
12548
24477
0
60
120

Two areas of fixed coverage and 360⁰ capability.
15184
15188
15210
25946
CANFIELD AVE
MARGARET AVE
CASSELLE ST
25951
25969
25973
25989
25956
25970
15295
Powered by GeoS

Item No. A.19

Item No. A.19

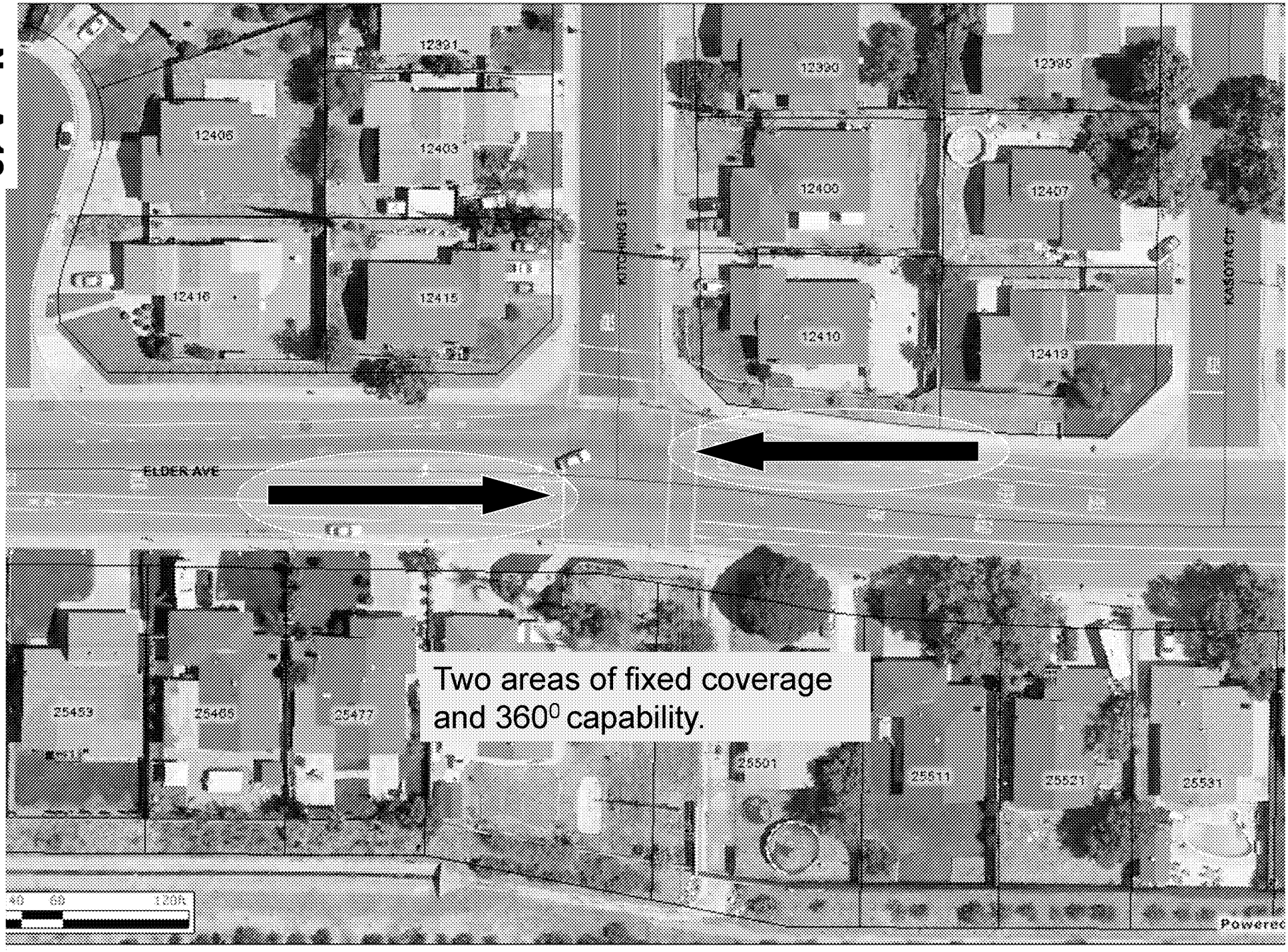

Two areas of fixed coverage and 360^0 capability.

MV00175162

Item No. A.19

MV00175163

Item No. A.19

MV00175164

Two areas of fixed coverage and 360^0 capability.
EUCALYPTUS AVE
12975
12969
12981
12984
13017
13022
13041
13016
13028
Powered

Item No. A.19

Item No. A.19

MV00175166

SHADOWRIDGE LN
MOUNTAIN VIEW RD
COUNTRY CREEK RD
Two areas of fixed coverage and 360^0 capability.

Item No. A.19

Item No. A.19

MV00175168

Item No. A.19

MV00175169

Item No. A.19

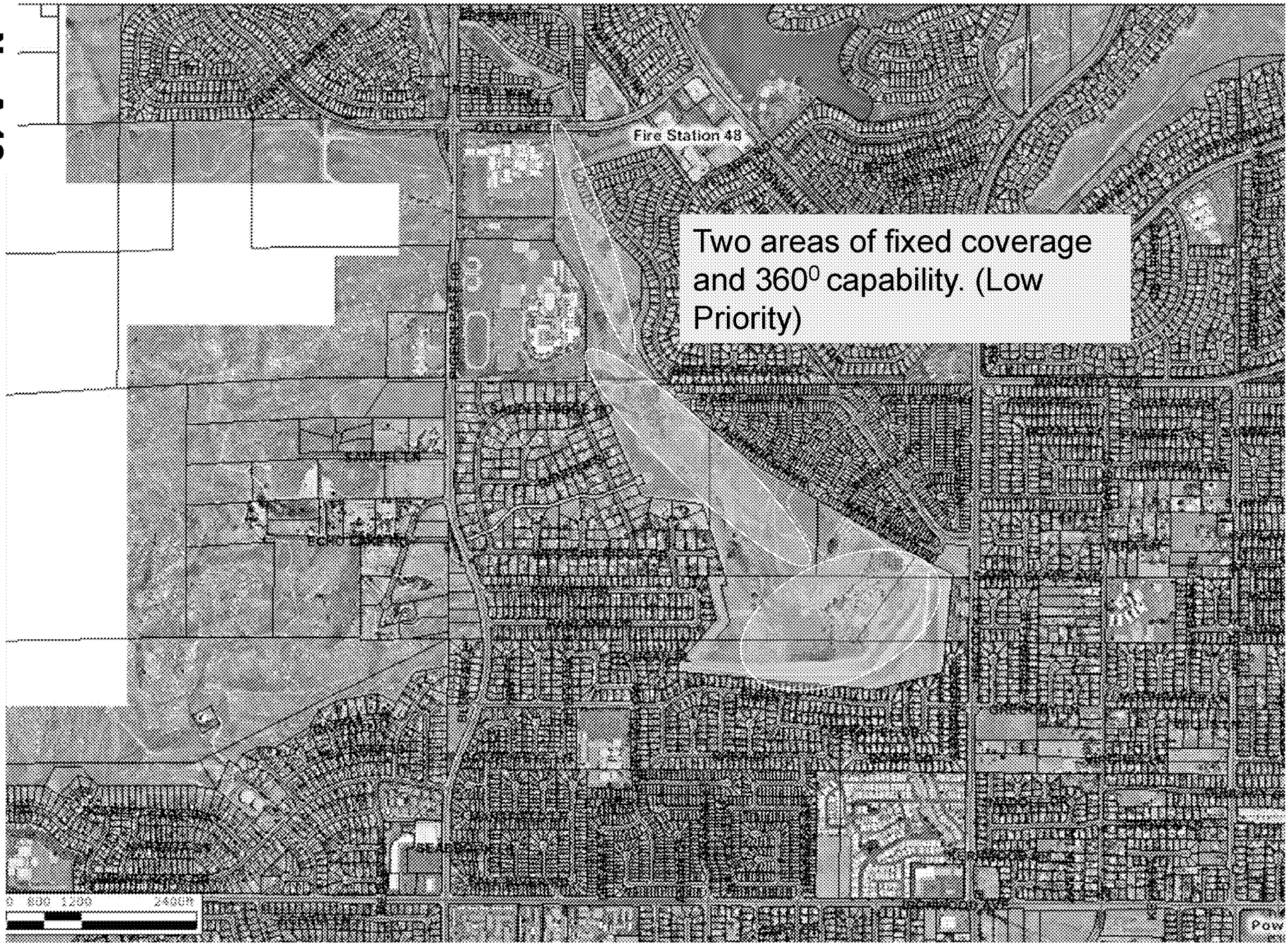

MV00175170

Item No. A.19

MV00175171

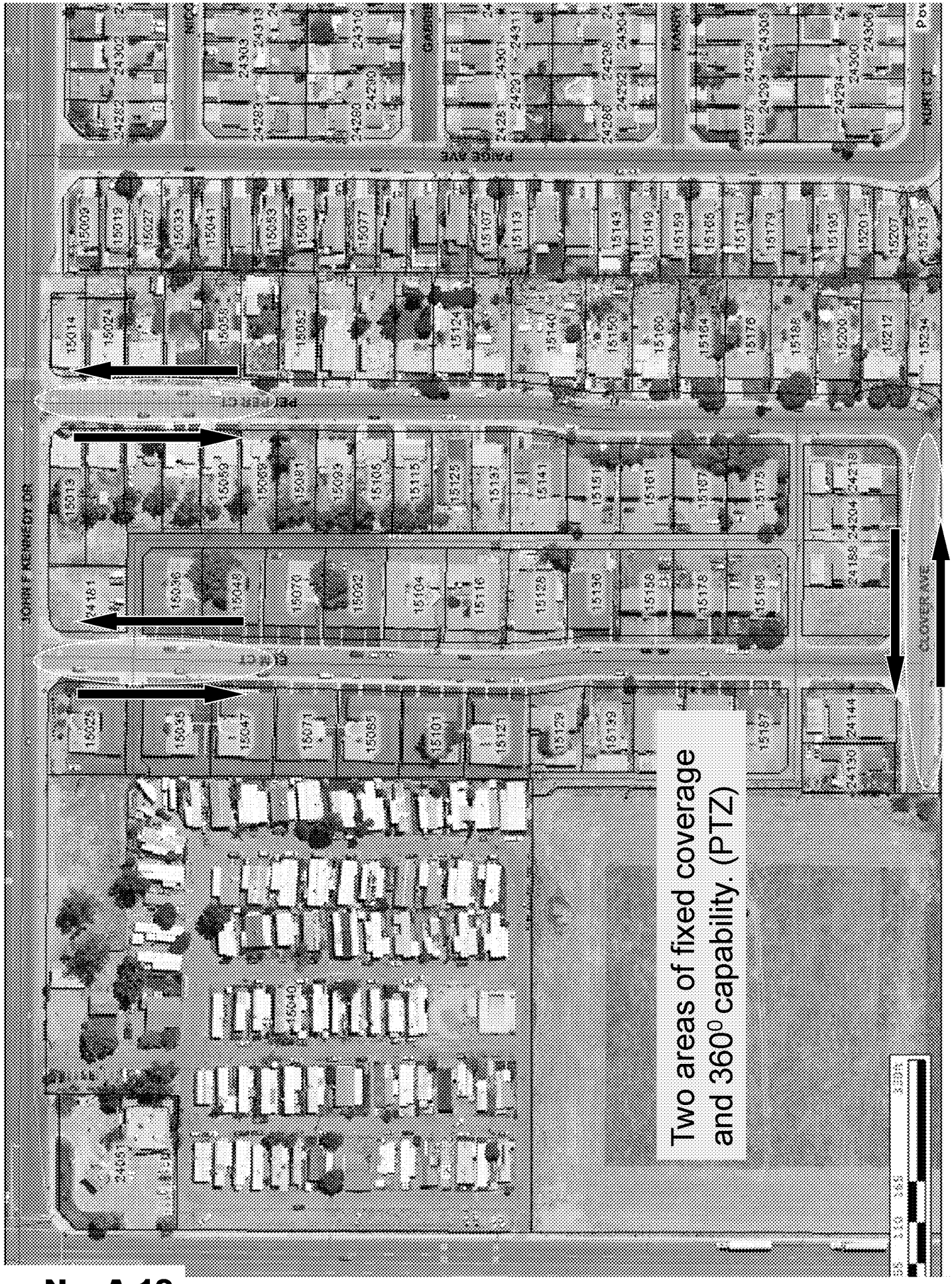
PAIGE AVE
PERFECT
JOHN F KENNEDY DR
CLOVERVIEW
Two areas of fixed coverage
and 360⁰ capability. (PTZ)

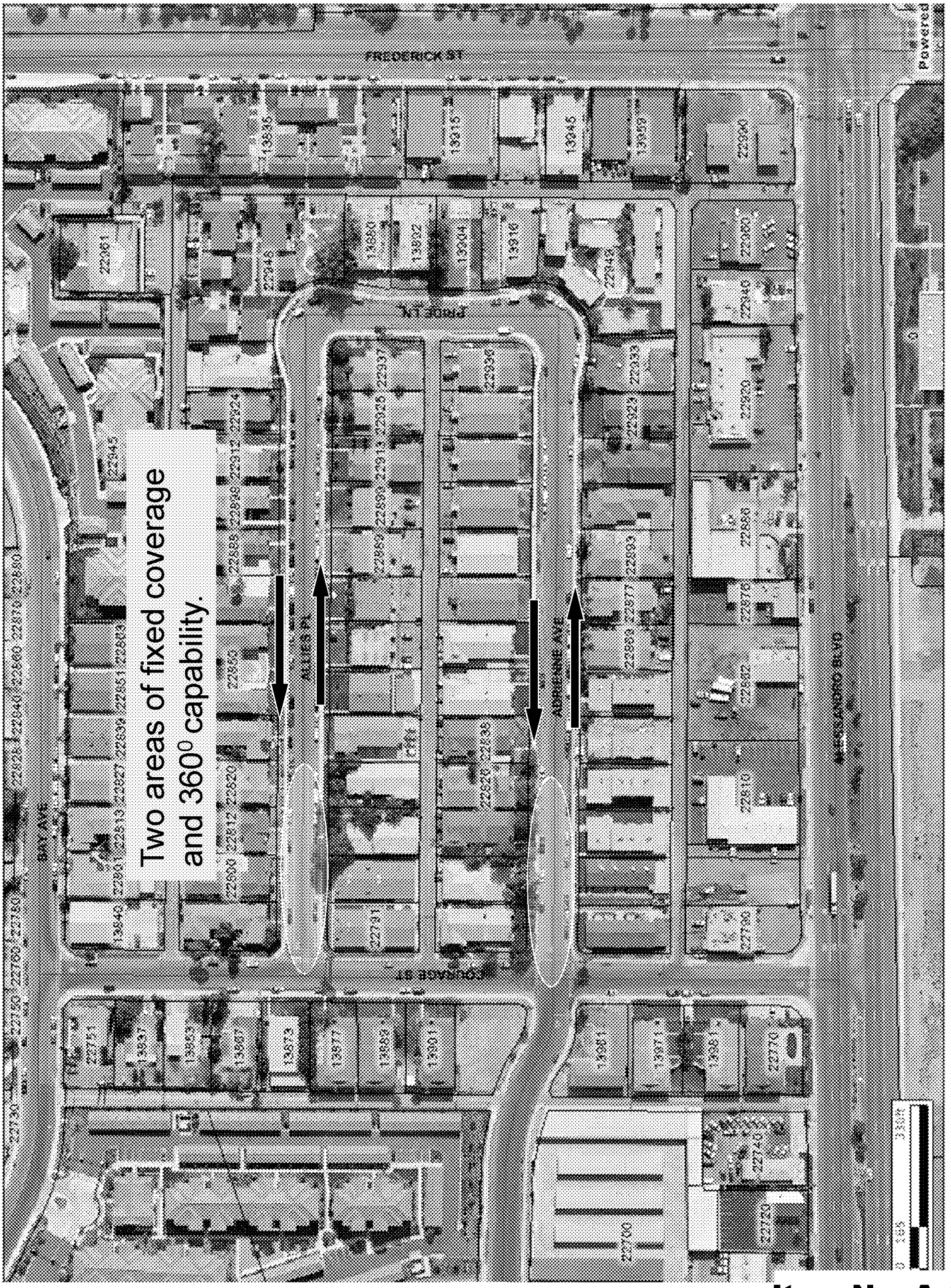
Two areas of fixed coverage and 360⁰ capability.
FREDERICK ST
FRONT ST
ALICE PL
ADRIANNE AVE
FOURAGE ST
BRI AVE
ALESSANDRO BLVD
Powered

Item No. A.19

Pre-Bid Meeting – PD Camera Project
4/11/12 1-2:10pm

Notes while the City addressed the agenda items.

Introductions: Lt. Cheryl Evans, Sgt. John Del Valle, Tom Tucker (Project Manager, City Consultant), Steve Hargis (City Technology Manager); an additional, non-City resource will be used to help evaluate the proposals deemed to be finalists

Purpose, Scope & Vision of this Project

May not be a typical RFP – less specific, perhaps ambiguous; lots of freedom to propose your strengths; NOT an RFQ but a true RFP

City expects to spend its entire project budget so price is not the predominant factor here

Integration: Traffic (Kimley-Horn & Associates KITS) – Facilities (City Hall, EOC, Annex, utility substation) – PD Building

Public Transparency: Community viewing room for live feeds; ongoing discussion about how this will be achieved: extension of monitoring room or w/ viewing software or mirror of monitoring room

Smarter Policing: Only sending Officers when/where they are needed – e.g. Speakers at park locations, view dispatches of lots of officers before dispatching

Funding – Public Funds from PD savings in previous FYs, already budgeted and authorized to be spent across FYs

Approach to RFP development

Address all ideas, conflicts, etc. in RFP

Evaluation Criteria: 1A – We don't expect anyone to meet all requirements; looking for the best fit for our needs and best value (e.g. 100% wireless coverage in City is not possible; so propose a design and coverage; lots of freedom)

1C – Looking for ability to see details of what camera is looking at; don't want a picture of a dark sedan; do want a picture of a green, Ford Taurus, w/ 2 people in the front seats

3A – An SDK or exposed APIs is needed: If vendor has to perform the integration to preserve warranties – say so

3C – We are looking for some headroom/capacity for growth & inexpensive growth; Goal is to have infrastructure built and only add cameras

4 – Want recommendations of storage capacity and video storage parameters (fps, resolution, etc.); 12 months at PD; otherwise 1 month; space to temporarily store video that is set aside; Storage mgmt. should be easy – Know HP EVA SAN tools but we don't expect the exact same solution in the proposal

5C – Quality over speed but City is expecting results quickly. Suggest schedule proposes completing a small section to score a fast win (crime recorded, solved, or thwarted; open Community viewing room) and then build out from there

Timeline

E-mail Purchasing Division for electronic copies of addendums; otherwise, posted on website; Questions taken until April 26 so that we have time to formulate and disseminate answers

June 26 is last chance to award the contract b/f the City Council goes dark/goes on recess until August

Miscellaneous

Site access will be available to finalists only

Reducing City risk: Faithful Performance Bond vs Payment schedule (milestones) & acceptance (need to define)

Remote Project Management will not be favored as much as an onsite PM to expedite decision-making processes

Citywide Camera Surveillance System
Addendum # 1

Questions:

The City strives to keep vendors responding to City needs current with all ancillary information to each specific RFQ/RFP or Bid. As such we will receive questions in writing and respond in writing with answers to the best of our knowledge. When responding with answers we will respond to all registered vendors and post on our website all questions and answers.

Q. How many finalists will be chosen?
A. Six or less

Q. Can the finalists do a presentation/demonstration at the Police Dept., as well as take you to other cities (local)?
A. Yes

Q. Will the City's HP SAN be integrated?
A. Storage will be separate from the City's.

Q. Bid due date?
A. May 9, 2012 by 2:00pm to the City Clerk's office

Q. Any communications with MARB?
A. Yes, we have contacts at MARB and successful experience in obtaining permits and permission to have radio waves on the base.

Q. Where is the existing fiber?
A. Showed map of fiber around City Hall campus. We will be running more fiber south of City Hall to the Corporate Yard. Continuous conduit exists with about 1/4 mile of fiber already run.

Attachment Q was passed out. It will be added as addendum on website. Any vendor whose proposal relies on future availability of fiber in the City should make that assumption very clear in their proposal. The City does not have a high confidence level in the estimated availability dates for fiber projects beyond the City Hall to City Yard fiber extension project (red line on the map).

Q. Is there a listing of possible friendly sites for the wireless backhaul?
A. We have had informal discussions with MVUSD, Sketchers, and Community Hospital and are still working on relationships. Box Springs Mountain is possible but has some definite downsides.

Q. Can we build towers?
A. City is open to the idea. City leases a tower at Box Springs, there is the possibility of putting tower there but that site has problems that site in the City do not have.

Q. Can City assets be used and is there a list?
A. Yes, it will be put on website as an addendum.

List of City building and park addresses will be posted on the website as an addendum.

Q. Will the City asset list include the tower?
A. We will discuss.

Q. What is the water service in the area?
A. City has no water infrastructure. It is separate – EMWD, WMWD and Box Springs.

Q. We there be CalTrans issues?
A. No

Q. Traffic signals owned by the City?
A. Yes. Those identified have a duplex 110 plug on the pole. You can tap into that circuit.

Q. How many cameras are at the Police Department?
A. 48 cameras, analog, record 24/7, watch commander can view, need to encode video, current system is from I3VR, currently store 6 months of video from these cameras.

Q. Will the traffic cameras in the future be running through fiber?
A. The plan is to put them on fiber, but you don't need to worry about the traffic cameras now other than the integration with the Kimley-Horn & Associates KITS software.

Q. Can we have access to the control boxes?
A. We will ask the City's Traffic Division.

Q, Can we go to the camera intersections for line of site?
A. Yes. Contact City if you need help.

Q. After doing due diligence, did you have any cities to use as models?
A. We liked certain things from certain cities, not everything from one city. We want to develop something for us that will meet our needs.

Q. How many TV stations will you need to monitor feeds?
A. We have cable at Police Dept. so we can choose which ones. That video will not be stored long – no more than 2 weeks.

Citywide Camera Surveillance System
Addendum # 1

Q. Will this system be at the squad car level?
A. Not in this project.

Q. Will there be special incidents that will need to be stored permanently?
A. We will put those on DVD for evidence.

Q. Will the fiber map be available in soft copy?
A. Yes, will try to put it in soft copy and add as an addendum.

Q. Performance Bond and Bid Bond both required?
A. Performance bond is required. A bid bond is not required.

Q. What are the contractor license requirements?
A. When installing on light poles need certifications
C10 - for 110 on poles
C7 – for low voltage
BICSI – for data cabling and terminations

Q. Can a C7 contractor bid for the project and sub out the C10 work?
A. Yes
This is a public works project. The field work will require certified payrolls.

Q. Is there an existing VMWare environment?
A. Yes, we have an existing VMware environment using HP blades, and an HP SAN for storage. The City will want to manage the servers.

Q. Will we use existing infrastructure?
A. Yes

Q. Any small business or disabled business set aside for the project?
A. No

Q. Will there be a monitoring room set up?
A. Yes, we will remodel a room. We are looking at furniture, room design and budgets now.

Q. Do you have the dimensions of the monitoring room?
A. Don't know exact dimensions, but it will be approximately 12 x 15.

Q. Are the monitoring room workstations and monitors part of the scope?
A. No, the monitoring station is not part of the RFP.

Q. We are just providing software to the monitoring room?
A. Yes, get it to the monitoring room.

MV00175178

We are investigating sending a video stream to the County.

Q. Do we need a business license before or after the award?
A. After

Q. Are you open to partial responses?
A. We want whole responses.

It will be wise for vendors to leave room for contingencies in their proposal. The City has no contingency budget and will require vendors to meet the functional specifications of the RFP if the initial implementation does not fulfill the specification. For example, if the RFP specified being able to capture video on a specified portion of a park but the video is not clear because birds keep landing on the camera housing, then the City will expect the vendor to solve the problem without requesting a change order.

Q. This is not awarded to lowest bidder?
A. No, the City fully expects to spend its entire project budget. We are more interested in which proposal fits our needs.

Q. Will the City be providing the public viewing room?
A. Yes. There will be one monitor for citizens to look at.
If you have questions after the meeting, send them to PurchasingDivision@moval.org
Look for addendums on the website.
We will also send addendums to the email addresses provided at this meeting.

Q. Will the sign-in sheet be on the website?
A. Yes, we will post it.

Q. Bid Proposal is missing a form for all bid items or lump sum item form page.
A. We do not plan to provide one. We have specified that we do not want a lump sum but we want it itemized

Q. Bid Proposal is missing Bid Bond Form, is Surety Form acceptable?
A. We are only asking for a Faithful Performance Bond (see page 27)

Q. How will cameras transmit data to City Hall or Police Department
Wired or wireless?
A. Because the City has very little fiber in the ground throughout the City we are anticipating that almost all vendors will propose a wireless solution. Please reference the last paragraph on page 5.

Q. Are there any underground conduit installation within the Project?
A. We are not anticipating that any Vendors will propose underground conduit installation.

Q. While we can provide an SDK, allowing people to integrate 3rd party software into our server is a problem. This would remove any WildFire warrantee as to VMS software, so it is not practical to offer.
A. We will take that into consideration when evaluating your proposal.

Q. The requirement to have all servers synchronize in time with a Spectracom time server.
A. Temporal synchronization is important for all servers and for camera systems. Synchronization is a common requirement and we want vendors to know up front that we currently use, and will require to continue using, a Spectracom time server.

Q. All PTZ cameras and VMS must capable of reorienting when alarms trigger.
A. When a certain priority alarm is triggered by a camera, then a possible response to the alarm should be the ability to have a subset of the cameras (obviously only PTZ cameras) change their position/focus automatically. A possible scenario would be a gunshot detected (assuming gunshot detection is part of a solution); the system should have the ability to automatically reorient PTZ cameras towards the detected area. This is an advanced analytical capability that not all proposals will be able to accommodate. Another example is the Code Alex scenario where a system administrator triggers an alarm for a group of cameras that specifies which preset position each camera should immediately turn to. How close to these scenarios can your proposal come?

Q. Integrating existing camera systems into the VMS.
A. The City currently has several islands of existing camera systems. One of the goals of this project is to integrate all of our existing cameras into one system. There are multiple ways to integrate existing cameras; your proposal should outline what types of cameras and/or systems can and cannot be integrated and which integration method(s) you propose.

Q. Don't understand the need to synchronize playback.
A. Cameras have limited fields of vision. In order to view all perspectives of an event it may be helpful to look at several camera views of the same event, perhaps even at the same time. However, in order to accomplish that the cameras must be synchronized and the video management system must have the ability to playback several cameras in a synchronized manner. An example would be a rape in a park where 1 camera is focused on the restrooms and viewing only that camera would miss a lookout person sitting in a car in the parking lot. To piece the whole event together requires synchronized playback.

Q. Integrating video of other parties other than the police department. This means multiple integrations and is highly unlikely.
A. See statement #4 above. Your proposal should explain what is possible and make a recommendation.

Q. Integration into the school's intercom system.
A. Several systems we know about integrate the ability for someone monitoring the cameras to turn on a speaker that is not a physical speaker but is the entire intercom system at a school. We have had preliminary meetings with our school districts and wanted to mention interest in that ability and to mention what we know about the schools intercom system. Tell us if your proposal would accommodate this ability or have any limitations.

Q. Record television stations.
A. Several systems we know about have found it desirable and helpful to be able to record TV station coverage of events that occurred in their City. We would like to have the ability to turn on this recording for several channels when TV coverage warrants it.

Q. It isn't mentioned in the RFP, so I am wondering what you may be looking for in the form of deliverables? Are you looking for engineering plans for the installation of the physical components of the system?
A. No we are not requiring engineering specifications in the proposals. The proposals should be at the level of detail necessary to communicate the vendor thoroughly knows the components of the system he is proposing and convinces the City that his proposal is responsive to our needs. For example, if we say we want to see 2 lanes of traffic, each way, at an intersection, then we would expect the proposal to specify how many of what type of cameras with what features are required and a discussion or diagram of how/where those cameras would be mounted. The proposal reviewers should be convinced that the specified view will be captured, that the video will get back to the VMS, and that any special features, like license plate reading or facial recognition, will actually work in that setting. Detailed engineering diagrams of each component would not be required to demonstrate a viable proposal.

Q. We are asking about after the contract has been awarded. Will plans be required for the actual installation of the components?
A. The City will want as-built documentation at a level of detail that allows us to troubleshoot a wide range of problems. We hesitate to use the term "engineering plan" because the level of detail could be construed to be quite onerous and that is not our intention.

Parks & Facilities

PARK NUMBER	PARK NAME/LOCATION	Soccer Field	Softball/ /Baseball Field	Basketball Court	Volleyball Court	Tennis Courts	Multi-Use Athletic Field	Multi-Purpose Trail	Restrooms	Off-Street Parking	Snack Bar	Water Feature	Tot Lot	Banquet Facilities	Picnic Tables	Barbeques	Security Lighting	Horse Arena and Dog Park	Skate Park/Roller Hockey Rink	Fitness Equipment Stations
*	**Moreno Valley Conference & Recreation Center** *14075 Frederick St.*			●	●				●	●				●			●			
**	**Senior Community Center,** *25075 Fir Av.*								●	●				●			●			
***	**TownGate Community Center,** *13100 Arbor Park Lane*								●	●				●			●			
▲	**Cottonwood Golf Center,** *13671 Frederick St.*								●	●	●									
▲▲	**March Field Park Community Center,** *15325 5th St.*			●					●				●							
1	**Sunnymead Park,** *12655 Perris Blvd.*		4L						●	●	●		●		●	●	●			
2	**Moreno Valley Community Park** *13380 Frederick St.*	4L							●	●	●		●		●	●	●			
3	**John F. Kennedy Park,** *15115 Indian St.*		1L			4L			●	●			●		●	●	●			
4	**Weston Park,** *13170 Lasselle St.*		●				●		●				●		●	●	●			
5	**Gateway Park,** *23975 Manzanita Av.*								●	●			●		●	●	●			
6	**Westbluff Park,** *10750 Pigeon Pass Rd.*		●						●	●			●		●	●	●			
7	**Woodland Park,** *25705 Cactus Av.*		1L	4L		4L			●				●		●	●	●			
8	**Morrison Park,** *26667 Dracaea Av.*	●	4L						●	●	●				●	●	●			
9	**Bethune Park,** *16745 Kitching St.*		●			2L			●	●	●	●	●		●	●	●			
10	**Moreno Valley Equestrian Park & Nature Center** *11150 Redlands Blvd. (includes Hound Town Dog Park)*						●			●								●		
11	**Cottonwood Equestrian Staging Area** *28590 Cottonwood Av.*						●								●		●			
12	**Ridge Crest Park,** *28506 John F. Kennedy Dr.*	●					●		●	●			●		●	●	●			
13	**Fairway Park,** *27891 John F. Kennedy Dr.*	●			●		●		●				●		●	●	●			
14	**Victoriano Park,** *25730 Los Cabos Dr.*						●		●	●					●	●	●			
15	**Pedrorena Park,** *16009 Rancho Del Lago*			●		4	●		●	●			●		●	●	●			
16	**El Potrero Park,** *16901 Lasselle St.*	●					●		●	●			●		●	●	●			
17	**TownGate Memorial Park,** *13051 Elsworth St.*		1L				●		●	●			●		●	●	●			●
18	**Bayside Park,** *24435 Bay Av.*			●									●		●	●	●			
19	**Adrienne Mitchell Memorial Park,** *22631 Bay Av.*			4L									●		●	●	●			
20	**Shadow Mountain Park,** *23239 Presidio Hills Dr.*		2L						●	●					●	●	●			
21	**Hidden Springs Park–Phase I (Open Space)** *9675 Hidden Springs Dr.*						●						●		●	●				
22	**March Field Park and Valley Skate Park,** *15415 6th St.*		2L						●	●	●						●		●	
23	**Parque Amistad,** *26160 Gentian Av.*		●	●									●		●	●	●			
24	**College Park,** *16130 Lasselle St.*	●							●	●			●		●	●	●			
25	**Vista Lomas Park,** *26700 Iris Av.*		●	●						●			●		●	●	●			
26	**Celebration Park,** *14965 Morgan Av.*			●					●	●		●	●		●	●	●			
27	**Rock Ridge Park,** *27119 Waterford Way*												●		●	●	●			
28	**Rancho Verde Staging Area,** *17484 Kentucky Derby Dr.*						●										●			
29	**Patriot Park,** 15310 Perris Blvd.						●						●		●		●			
30	**Cold Creek Trailhead,** *Nason and Dracaea*						●			●					●		●			
aa	**Rancho Verde Park,** *Lasselle St. and Cremello*																			
bb	**Lasselle Sports Complex,** *17155 Lasselle St.*																			

To obtain a map of the City's multi-use trails and bikeways call 413.3702. * All parks and recreation facilities meet current ADA standards. L = Lighted Athletic Field or Court

February 2012

CITY MAINTAINED FACILITIES					
Name	Square Feet	Built	Occupied by City	Address	Comments
Animal Control	16,288	02/01/00	02/01/00	14041 Elsworth	Building & Grounds @ Bus Ctr Dr
Annex #1 1.02 acres	11,668	1989	12/01/06	14331 Frederick	Building & Grounds @ Calle San Juan
City Hall	57,626	1989	09/01/95	14177 Frederick	Building & Grounds @ Calle San Juan
Conference & Rec Ctr 6.3 acres	42,413	05/31/05	05/31/05	14075 Frederick	Building & Grounds @ Alessandro
City Yard, 18.16 acres	57,878	1964	1985	15670 Perris Blvd	Building & Grounds @ Santiago
Emergency Operations Center	8,492	09/10/10	09/10/10	22870 Calle San Juan De Los Lagos	Adjacent to PSB's parking lot
Fire Station #2 (Hemlock)	8,848	11/01/01	11/01/01	24935 Hemlock	Building & Grounds west of Perris
Fire Station #6 (TownGate)	9,490	06/17/96	06/17/96	22250 Eucalyptus	Building & Grounds @ Arbor Park
Fire Station #48 (Sunnymead)	4,754	1984	1984	10511 Village Rd	Building & Grounds @ Snnymd Rnch
Fire Station #58 (Auto Mall)	10,340	06/20/08	06/20/08	28040 Eucalyptus Ave	End of cul-de-sac @ Auto Mall
Fire Station #65 (JFK)	5,022	1984	1984	15111 Indian Ave	Building & Grounds @ JFK Park
Fire Station #91 (College Park)	8,848	06/25/05	06/25/05	16110 Lasselle	Building & Grounds n/o RCC
Fire Station #99 (Morrison)	10,348			13400 Morrison Avenue	Building & Grounds n/o Cottonwood
Library	15,000	1987	07/01/98	25480 Alessandro Blvd	Buildings & Grounds
March Field Park CC	14,524	1959	05/01/03	#938, 15325 5th St.	MARB, 5th & W St
March ASES CC	4,266	1942		#823, 15450 4th St	MARB, 4th & W St
March Fac Hobby Shop	2,000	1976	07/01/03	#941, 941Short St	MARB 4th St & Short St
March Red Cross Bldg	2,400		Historical Site	#641 & #641A, Riverside Dr	MARB, Btwn N St & Short St
Pro Shop/MVTV Annex	9,060	1965	1984	13671 Frederick St	Buildings & Grounds
Public Safety Building 3.3 acres	45,900	06/09/99	06/09/99	22850 Calle San Juan De Los Lagos	Building & Grounds @ Veteran's Way
Rainbow Ridge Portable	1,920		01/01/00	15950 Indian	Modular building @ Iris
Red Maple Portable	1,920		08/04/04	25140 Red Maple Lane	Modular building east of Perris
Senior Center 1.75 acres	14,700	03/08/93	03/08/93	25075 Fir Ave	Building & Grounds east of Perris
Signs & Signal Shop	1,440			15670 Perris Blvd	Building & Grounds @ City Yard
Sunnymead Middle - ASES	960		01/01/99	12875 Heacock	Modular building n/o Eucalyptus
Sunnymead Elem - After-school	720		09/01/07	24050 Dracaea	Modular building @ Heacock
TownGate Community Center	4,000	10/11/03	10/11/03	13100 Arbor Park Ln	Building Only
Utility Field Office	2,000	1991	1991	28020 Bay Ave	Double-wide mobile home
Veteran's Memorial	7,988	06/07/07		Civic Center Roundabout	PSB, CH, CRC
Revised 1/19/12 FacList.xls	380,813				

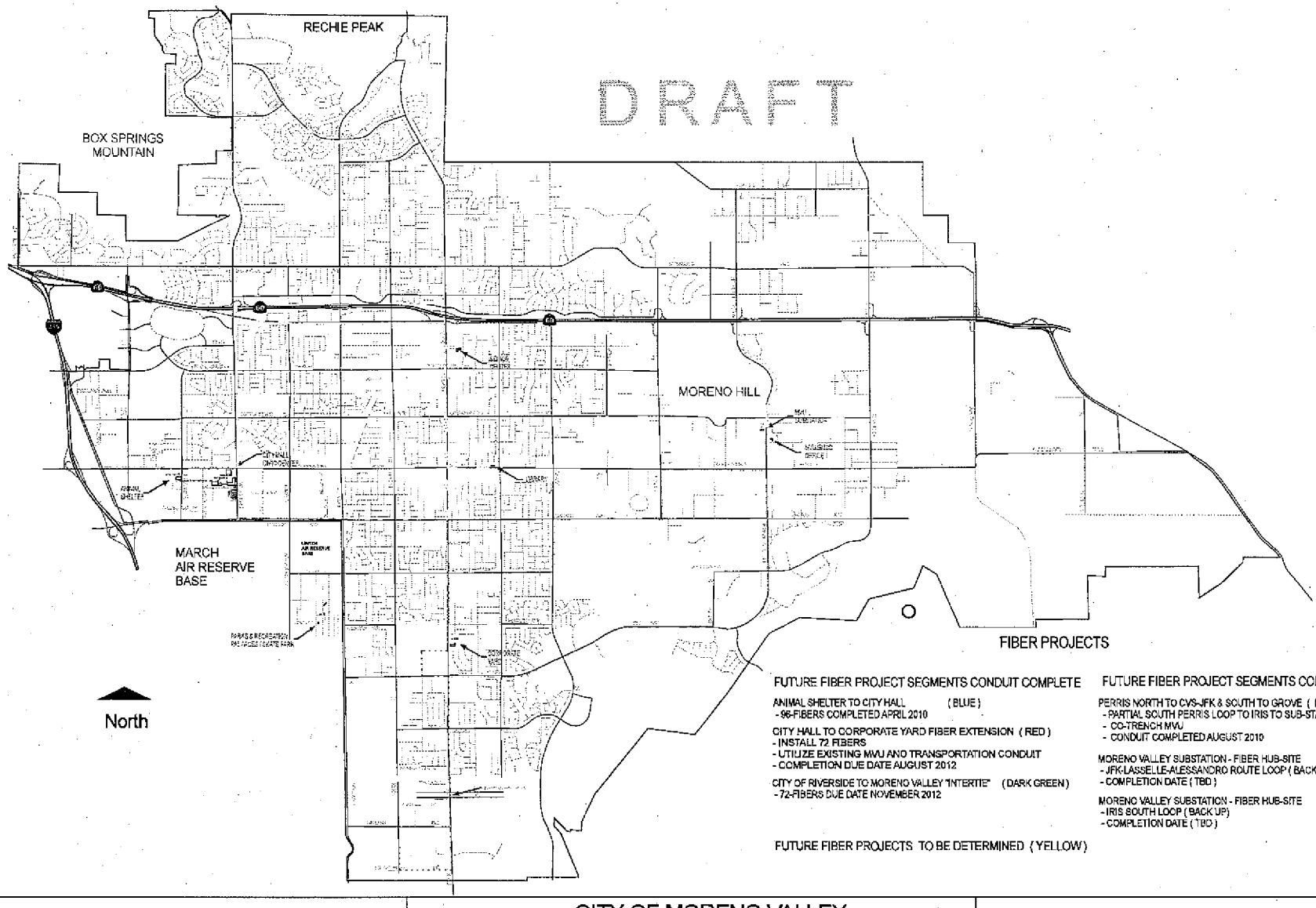

FIBER PROJECTS

FUTURE FIBER PROJECT SEGMENTS CONDUIT COMPLETE

ANIMAL SHELTER TO CITY HALL (BLUE)
- 96-FIBERS COMPLETED APRIL 2010

CITY HALL TO CORPORATE YARD FIBER EXTENSION (RED)
- INSTALL 72 FIBERS
- UTILIZE EXISTING MVU AND TRANSPORTATION CONDUIT
- COMPLETION DUE DATE AUGUST 2012

CITY OF RIVERSIDE TO MORENO VALLEY "INTERTIE" (DARK GREEN)
- 72-FIBERS DUE DATE NOVEMBER 2012

FUTURE FIBER PROJECTS TO BE DETERMINED (YELLOW)

FUTURE FIBER PROJECT SEGMENTS CONDUIT COMPLETE

PERRIS NORTH TO CVS-JFK & SOUTH TO GROVE (BLACK DOTTED LINE)
- PARTIAL SOUTH PERRIS LOOP TO IRIS TO SUB-STATION (BACKUP)
- CO-TRENCH MVU
- CONDUIT COMPLETED AUGUST 2010

MORENO VALLEY SUBSTATION - FIBER HUB-SITE (GREEN)
- JFK-LASSELLE-ALESSANDRO ROUTE LOOP (BACK UP)
- COMPLETION DATE (TBD)

MORENO VALLEY SUBSTATION - FIBER HUB-SITE (MAGENTA)
- IRIS SOUTH LOOP (BACK UP)
- COMPLETION DATE (TBD)

CITY OF MORENO VALLEY
TECHNOLOGY SERVICES TELECOMMUNICATIONS
FIBER OPTIC PROJECTS

#5

City of Moreno Valley Pre-Bid Meeting
RFP #TT 11/12-10 for Project #TS-CCSS 2012-02

4/11/2012
Sign-In Sheet

Name	Company	Email
Tyler Sayles	American Security Group	tsayles@amergroup.com
Jeff Torok	AM-TEC Security	jeff@am-tecsecurity.com
Shawn Lovato	Apple Valley Communications Inc.	slovato@applevalleycommunications.com
Steve Senkle	Astretech, LLC	ssenkle@astretech.com
Mike Graham	Avrio-RMS Group	mgraham@avriormsgroup.com
Mark Jules	Avrio-RMS Group	mjules@ntlpsf.org; mjules@avriormsgroup.com
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Sarah Rendich	Communications Supply Corporation	srendich@gocsc.com
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Item No. A.19

City of Moreno Valley Request RFP # TT 11/12-10
Citywide Camera Surveillance System. Addendum # 6

The City strives to keep vendors responding to City needs current with all ancillary information to each specific RFQ/RFP or Bid. As such we will receive questions in writing and respond in writing with answers to the best of our knowledge. When responding with answers we will respond to all registered vendors and post on our website all question and answers.

1. What frequencies does the City have available for the project?

No frequencies have been set aside for this project since the City does not know if vendors will propose licensed or unlicensed spectrum.

2. Based on the current allocation of the 700 MHz "D" Block for public safety, can the project use this newly allocated space?

The City does not currently use the 700 MHz "D" block, nor the 4.9 GHz band, that has been set aside for Public Safety uses. Thus it is certainly a possibility to use those frequencies for this project; RFP responses should clearly indicate which frequencies are proposed and plans for any required approvals necessary to use those frequencies.

3. What is the City's standards or requirements for concealment for structures?

The City does not currently have standards for the concealment of structures that may be used for a project like this. If proposals include structures beyond camera housings, radio transmitters, or ground structures larger than 12"x12"x24" then the Public Works Department will want to review the plan for the structure. However, the City does expect discretion to be used in the placement of structures and attempts to blend w/ existing structures.

7

City of Moreno Valley RFP # TT 11/12-10
Citywide Camera Surveillance System
Addendum # 7

The City strives to keep vendors responding to City needs current with all ancillary information to each specific RFQ/RFP or Bid. As such we will receive questions in writing and respond in writing with answers to the best of our knowledge. When responding with answers we will respond to all registered vendors and post on our website all question and answers.

1. Will the selected vendor have the use of the city traffic control boxes at each traffic light location to place the wireless equipment in and use the power within the control box?
The City Traffic Division prefers that power be obtained by direct wiring into the existing duplex boxes on each traffic light pole. They also prefer that wireless equipment and cabling not be mixed with traffic related cabling, so wireless equipment should be in its own enclosure. It is acceptable to mount these enclosures on the traffic light pole.

2. Is there existing conduit from each traffic light location to the control box? If so what size conduit is there? We are assuming so...
Conduit between each traffic light and its control box does exist; however, the City's Traffic Division prefers that it not be used for purposes other than traffic. Refer to question 1 above to understand where power can be obtained and where wireless equipment should be located.

3. What types of existing cameras is the city currently using for their existing surveillance system at the EOC? What resolution are they?
The 7 existing cameras at the EOC are Sony DF80 (2 outdoors) & Sony SNCDS10 (5 indoors).

Please note the question below was addressed in Addendum # 6 but we have added additional comments in green.

Based on the current allocation of the 700 MHz "D" Block for public safety, can the project use this newly allocated space?
The City does not currently use the 700 MHz "D" block, nor the 4.9 GHz band, that has been set aside for Public Safety uses. Thus it is certainly a possibility to use those frequencies for this project; however, some City research into the "D" block indicates that its usage may not be fully settled by the FCC and that it is more likely to be used for audio and interoperability purposes rather than video. RFP responses should clearly indicate which frequencies are proposed and plans for any required approvals necessary to use those frequencies.

#8

City of Moreno Valley RFP # TT 11/12-10
Citywide Camera Surveillance System
Addendum # 8

The City strives to keep vendors responding to City needs current with all ancillary information to each specific RFQ/RFP or Bid. As such we will receive questions in writing and respond in writing with answers to the best of our knowledge. When responding with answers we will respond to all registered vendors and post on our website all questions and answers.

We have a few clarification questions as it relates to the RFP. In the pre-bid meeting addendum 1, a question is asked how many cameras are in the Police Department. The answer is 48 cameras; however, in addendum 7, it says there are 7 cameras in the EOC. My questions are:

1. Are the Police Department and the EOC the same building?
No, they are two separate buildings, but they are next to each other.

2. If they are the same building, then can we get an accurate count on the number of cameras?
See question 1.

3. If they are not the same building, then is the Police Department cameras part of the scope of work for this project?
Yes, the PD has requested in the RFP for the proposals to include some kind of integration of those cameras into this system. The PD is open to any integration ideas. The PD ranks the priority of this integration on par with the Phase 2 locations.

4. If so, how long should the video be retained for?
By state law, video of the interior & exterior PD building must be retained for 1 year. This is the only video in our system that we plan to retain that long.

5. Will recording of audio be a requirement for the Police Department? If so, how many cameras need audio recording capability and how long should audio be retained?
Yes; 4 locations/cameras in the PD. 1 year.

6. If they are not the same building, then is the EOC cameras part of the scope of work for this project?
Integrating the EOC cameras is a low priority for this project.

7. If so, how long should the video be retained for?
We anticipate proposals will recommend keeping this video somewhere around 30 days.

8. Will recording of audio be a requirement for the EOC? If so, how many cameras need audio recording capability and how long should audio be retained?
No.

Also in the pre-bid meeting addendum 1, there is a question regarding existing camera systems into the VMS. The answer says, "The City currently has several islands of existing camera systems. One of the goals of this project is to integrate all of our existing cameras into one system." My questions are:

9. How many "islands" are there?
(1) 48 cameras in the PD building;
(2) 7 cameras in the EOC (5 interior & 2 exterior);
(3) 16 cameras throughout City Hall (12 interior & 4 exterior;);
(4) 20 cameras throughout the Community Recreation Center (13 interior & 7 exterior);
(5) 4 cameras at the Moreno Valley Utility substation (all exterior cameras) at 13575 Moreno Beach Dr., Moreno Valley, CA 92555

Integrating the 48 PD cameras (number 1 above) is ranked on par with the Phase 2 locations, the remaining cameras (numbers 2-5 above) are a lower priority than other components in the RFP. However, we would like some ideas in the proposal for how they might be incorporated into a single system. For example, a proposal that is weak in this area will say that the cameras must be digital and from a narrow set of manufacturer models. A stronger proposal will say any ONVIF-compliant camera will have no problem being integrated. Other possible scenarios might include putting encoders on analog cameras and then integrating them. We are at least looking for what is possible.

10. Do these require wireless access as well or is there fiber at these "island" locations for network connectivity?
None of the existing cameras are wireless and none of them have fiber. They are all wired, some are Ethernet, the bulk of them are cabled directly back to a DVR.

11. How many cameras are at each "island" location and what is the video retention requirement?
See question 2; no more than 30 days.

12. Can you provide the existing manufacture models for the cameras at the island locations?
We have not surveyed all of these island locations for this detail of information.

13. Do the "island" locations require audio capability as well? If so, how long should audio be recorded?
No.

14. In the pre-bid meeting a hospital was mentioned as a possible site for equipment. I did not get the name and address of the hospital. Can you please provide?
There are 2 hospitals in the City:

Riverside County Regional Medical Center
26520 Cactus Avenue
Moreno Valley, CA 92555

Kaiser Permanente
Moreno Valley Medical Center
27300 Iris Ave.
Moreno Valley, CA 92555

15. In the pre-bid meeting it was mentioned that you have 48 analog cameras throughout the PD that you would like to have included within this proposal. Question: If the order of importance is infrastructure, then phases 1, 1A, 2, 3, 3A and last: where would you rank the PD conversion and 366 days of storage?

Integration of the 48 cameras at the existing PD building rank in importance on par with the Phase 2 locations.

16. Clarification please: at locations labeled 80 through 85 it is stated that there is no power currently at these locations. Is it your intention to have the city provide power at these locations or is it the vendors' responsibility?

Power at these locations would be the responsibility of the vendor.

MV00175190

#9

City of Moreno Valley RFP # TT 11/12-10
Citywide Camera Surveillance System
Addendum # 9

The City strives to keep vendors responding to City needs current with all ancillary information to each specific RFQ/RFP or Bid. As such we will receive questions in writing and respond in writing with answers to the best of our knowledge. When responding with answers we will respond to all registered vendors and post on our website all questions and answers.

Can the City define the fiber splice locations on the path for the red and dark green fibers? Are these inside traffic cabinets at those intersections?

We are currently documenting the locations of the splice boxes along the red and dark green paths and recording them electronically; that process has not produced a map yet. Almost all splice boxes on those paths are dedicated to MV Telecommunications; however, if a wired communications link is necessary at an intersection it would be placed inside a traffic control box b/c that is where wired network switches will be located.

The first addendum explains good relations with MARB. It appears a water tower is on the premises of MARB, or at least very close. Can this water tower (just south of the EOC location) be used as possible mount location for wireless equipment?

Maybe; we do not know. We do have a good relationship with MARB and we have succeeded in installing microwave radios on the base. However, without knowing the details of your proposal (locations, frequencies, etc.) and without confirming that the structures are water towers, we do not know.

The first addendum explains that Sketchers is a possible candidate to mount wireless equipment. What is the address of this site?

29800 Eucalyptus Street

Moreno Valley, CA 92555

Although radio towers on Box Springs Mountain are mentioned as possible mount location, it is also mentioned the site has "problems". Are the "problems" specific or unique, or similar in making agreements with other mount sites, such as Sketchers, Community Hospital, etc.? Are there things us vendors should be aware about?

The most salient problems are that the City currently leases space on those towers and there is no budget for additional devices on those towers; the City finds the tower company expensive and difficult to work with; and there have been numerous instances of destructive vandalism and copper theft at that site over the past 3 months.

City of Moreno Valley, CA

Citywide Camera Surveillance System

RFP TT 11/12-10

May 8, 2012

Item No. A.19

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May 8, 2012

Avrio RMS Group (the "Proposer") is pleased to submit the enclosed Proposal in response to the Request for Proposals RFP# TT 11/12-10, from City of Moreno Valley (the "City") for its proposed Citywide Camera Surveillance System, Project #TS-CCSS 2012-02.

Avrio RMS Group is proposing a turnkey wireless citywide camera surveillance network which includes a mix of pan-tilt and zoom (PTZ) and fixed focus cameras running on a high-speed wireless network. This solution includes all equipment, installation, and training along with maintenance that meets the specifications and the majority of the proposed camera locations specified on City of Moreno Valley's RFP #TT 11/12-10 project.

If you have any questions, Avrio RMS Group can be reached by phone (410) 310-3006 or at the address below.

The following individuals have authority to contract with the City of Moreno Valley:

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Avrio RMS Group
President
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Easton, MD 21601
Office: (410) 820-9334
Fax: (410) 820-4304
dlipscomb@avriormsgroup.com

Bill Vranek
Avrio RMS Group
Chief Financial Officer
1359 Barclay Blvd.
Buffalo Grove, IL 60089
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Fax: (847) 637-0443
Email: bvranek@avriormsgroup.com

By_____ By_____

The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.

1. Executive Summary

Avrio RMS Group is the leading provider of citywide video surveillance systems in the United States – we deploy our solutions using pure wireless infrastructure or a combination of fiber and wireless where it makes the most economical approach or provides a more robust solution. All of our solutions use non-proprietary commercial off-the-shelf technologies and are highly robust and scalable. We augment our reach through local partnerships with electrical and installation firms – this is a proven approach and is backed up by our successful deployments and ongoing relationships with the customers for which we have deployed solutions. We have over 40 employees spread throughout the country with local field engineers for all of our major deployments. These highly skilled and focused engineers are the key reason for our continued success in this industry. Our main offices are in Chicago and Easton MD, with deployment facilities and additional resources in other major areas including Denver, Fresno and Austin.

Avrio RMS Group has dozens of subcontractors that provide engineering designs, electrical expertise and installation work and bring additional resources to the team including bucket trucks and specialized tools and additional facilities as needed. We typically operate in a prime/subcontractor relationship but always have a definitive agreement in place with fully vetted subcontractors to ensure quality delivery and on-going support for all of our systems.

Avrio RMS Group is a pioneer in crime fighting wireless video surveillance solutions, having deployed the first of its kind for the Chicago Police Department in 2003. In the last nine years, Avrio RMS Group has deployed similar systems for numerous governmental entities around the country and in the Caribbean and learned what technologies work to help reduce crime, provide for increased safety for residents and responders and secure critical infrastructure.

Our portfolio includes network digital video recording and playback, content analysis and video intelligence, wireless and mobile surveillance, systems integration and turnkey surveillance solutions for the municipal and federal government markets. Collectively, we offer turnkey solutions that address complex integrations of disparate systems with the goal of improving response times and situational awareness for the public safety market. We have internally developed and successfully deployed into production the best in class visualization and sensor integration engine on the market today.

Avrio Group has achieved many firsts including:

1. First citywide video over wireless-mesh deployment
2. First IP-Surveillance deployment at Customs and Border Protection.
3. Deployment of the largest wireless camera integration project in the nation with over 900 cameras in Chicago
4. Deployed the largest video interoperability system in the country in Hennepin County, Minnesota with almost 5000 cameras across several municipalities.

5. First to deploy cloud computing/serverless storage with over 100TB of usable storage.

Organizational History

In 2003, Avrio RMS Group designed and built the first Portable Overt Digital Surveillance System (PODSS®) for the Chicago Police Department ("CPD"). The first system included a bullet resistant enclosure (UL Level 1), overt flashing blue light bar, a Pan Tilt Zoom camera and internal recording capability.

Subsequently, we built out a wireless video network covering approximately 200 square miles. This CPD network, the largest of its kind in the U.S., is a hybrid of many technologies.

Where there have been towers or taller structures (buildings, water towers, etc.) available, we have built out a wireless network that is controlled by the CPD and then connected to available fiber.

Where wireless was not available but access to private cable was, cameras have been connected using the cable infrastructure.

Where cable and wireless may not have been an option or very rapid mobile deployments are required, we have deployed cameras using cellular (Verizon, Sprint) 3G connectivity.

Municipalities that have engaged Avrio RMS Group include, among others:

Chicago	Denver
St. Paul	Rochester
Buffalo	Orlando
Indianapolis	Phoenix
Pittsburgh	Cincinnati
Washington D.C.	County of Fresno
Duluth	Austin
Charleston	Port Authority of Pittsburgh
Cayman Islands	City of Wilmington, DE
City of Paterson, NJ	North Little Rock, AR

Record of Performance

Avrio RMS Group has deployed more municipal wireless video surveillance systems throughout the country than any of our competitors. We are fully focused on this industry and do not engage in other activities which would take us away from this focus. We believe this is the reason we have been successful.

Company client profile

The following is a small sample of some of the solutions we have provided:

Local and State Government

Provided dozens of major U.S. cities with wireless video surveillance systems in support of public safety and port security initiatives. Systems included wireless mesh, point to point and microwave technologies as well as IP and analog camera systems with IP-based head-end equipment for a turnkey approach. Avrio RMS Group currently supports these systems on a national basis through a call center located in Chicago.

U.S. Customs and Border Protection

Modernized border patrol remote video surveillance system sites across the southern and northern borders of the United States. Tasks include Remote Video Surveillance (RVS) site microwave path realignment and project completion as well as modernization of head-end and command and control room equipment to convert analog video to IP.

Federal Civilian Agencies

Converted aging analog CCTV systems including hardware matrix switcher to 100% software solution. Leveraged existing analog cameras and provided new IP cameras in areas that required higher resolution and frame rates.

DoD

Provided U.S. Army bases with in-vehicle license plate recognition systems including software, camera, cabling, Toughbook docking stations and electronics.

2. Summary Proposal Submission Form

TO City of Moreno Valley
Purchasing Division
PO Box 88005
Moreno Valley, CA 92552-0805

Dated: May 8, 2012

The undersigned declares that he or she has carefully examined Project # TS-CCSS 2012-02 accompanying the Request for Proposals, and is thoroughly familiar with the contents thereof; and is authorized to represent the proposing firm; and proposes to provide:

Proposal Item: Citywide Camera Surveillance System

Firm Name Avrio RMS Group
Address 3 North Harrison Street, Suite 100
Easton, MD 21601

Signature _____ Phone No: _____

3. Statement of Proposer's Qualifications and References

3.1 Financial Ability to Undertake the Services Described

Avrio RMS Group has the financial strength to successfully complete a project of this size and much greater. Included in our past performance are many projects larger in size and scope. We have been delivering on projects in this space for over 10 years with individual projects ranging from $.5 million to over $7 million in a given year.

Avrio RMS Group was profitable in 2011 on revenues of $13 million, which resulted in a net worth of $13.2 million at 12/31/2011. In addition to the financials, Avrio RMS Group has in place the financial structure to support large projects including a $3 million line of credit for working capital as well as $10 million in bonding capacity.

Additional disclosure of financial information is attached as Appendix **.

3.2 Experience Providing the Services Described.

Table 1, below, lists our experience in providing the type of work included within the scope of work of this Request for Proposals.

Actual Years' Experience	Name of firm(s) under which services were performed
10	AVRIO GROUP and RMS TECHNOLOGY SOLUTIONS
	These two firms merged in 2008 to form Avrio RMS Group

List and describe fully the last two contracts performed by your firm that demonstrate your ability to complete the work included within the scope of work of the RFP. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your qualifications.

3.3 Reference No. 1

Customer	Name: County of Fresno, CA		
Contact Individual	Captain Rick Hill	Phone Number:	(559) 488-2913
Contract Amount	$1.2 Million	Year:	2011-2012
Description of work done	Avrio RMS Group installed a high-speed wireless backbone across the county in addition to 35 new IP cameras and integration to an existing 18 cameras.		

3.4 Reference No. 2

Customer	Name: City of Pittsburgh		
Contact Individual	Gwen Moorer	Phone Number	(412) 255-2653
Contract Amount	$4.5 Million	Year:	2009-2012
Description of work done	Avrio RMS Group deployed a unified citywide video management system starting with the G20 Summit in 2009 and culminating with more than 250 cameras running over a wireless network including license plate recognition, mobile cameras for river rescue boats and integration of existing private and public cameras throughout the city.		

3.5 Reference No. 3

Customer	Name: City of Denver		
Contact Individual	Lt. Ernie Martinez	Phone Number:	(720) 913-6856
Contract Amount	$2.5 Million	Year:	2008-2012
Description of work done	Avrio RMS Group deployed a wireless mesh and point-to-point backhaul to support a citywide video surveillance system. The system was deployed ahead of the 2008 DNC and subsequent phases brought the camera count to over 125 cameras across the city.		

3.6 Qualifications and References Signature

STATE OF CALIFORNIA, COUNTY OF _____

I am the President of Avrio RMS Group, the Proposer herein. I have read the foregoing statement and know the contents thereof; and I certify that the same is true of my own knowledge, except as to those matters which are herein stated upon my information or belief, and as to those matters I believe to be true.

Executed on May 8th, 2012 at 3 N. Harrison St, Easton MD

(date) (place)

I declare, under penalty of perjury, that the foregoing is true and correct.

_____

Signature of Proposer

4. Scope of Work

Avrio RMS Group is proposing a turnkey wireless citywide camera surveillance network which includes a mixed of pan-tilt and zoom (PTZ) and fixed focus cameras running on a high-speed wireless network. This solution includes all equipment, installation, and training along with maintenance that meets the specifications and many of the proposed camera locations specified on City of Moreno Valley's RFP #TT 11/12-10 project.

The approach Avrio RMS Group is recommending leverages the Fluidmesh MITO Series Radios with the performance of high-speed backhaul radios from Redline, and the capacity of high-speed licensed and unlicensed microwave backhaul radios from BridgeWave. In addition, we are recommending a high-end video management solution composed of highly scalable enterprise class servers running ONSSI's Ocularis video management software. Avrio RMS Group has deployed this solution or very similar configurations in cities across the country including the City of Buffalo, the City of Bayonne, the City of Pittsburgh and County of Fresno.The focus of Avrio RMS Group's design for the City of Moreno Valley resides in achieving high-speed connectivity to ALL locations via a mixed of wireless and fiber connected camera enclosures while providing the City with connectivity to these and many other locations via the City's future fiber backbone.

4.1 Infrastructure Component Descriptions

This section describes the essential features of the major hardware and software components of the system.

Avrio PoleCam

Three different PoleCam enclosure configurations are proposed for this project. Table 1 identifies the types of PTZ and Fixed camera configurations used at each location per phase. You will also note the types of quantities of the three portable "camera system" included as part of the proposal. These enclosures will be configured with one Axis Q6032-E PTZ camera, and one or two Axis P1347-E Megapixel (MP) Fixed Camera according to the location requirements.

Each PoleCam incorporates the switching and radio electronics with the Axis IP video cameras, the system is ideal for outdoor video surveillance applications. Designed for rapid deployment, the PoleCams houses the rugged switching fabric and power over Ethernet (PoE) devices for both the fiber and wireless radio connectivity. The diagram below illustrates the configuration for the one PTZ camera and the 2 Fixed cameras proposed for the City of Moreno Valley. This is the integrated unit that is currently installed and operational in many cities throughout around the country.

The Avrio PoleCam is part of the overall PODSS (Portable Outdoor Digital Surveillance System) approach and is an integrated enclosure, camera, and wireless system complete in one package. The all-aluminum enclosure is weather proof, lockable, and NEMA 3R rated. The PoleCam protects and conceals its cabling and equipment, which includes:

- Power over Ethernet power supplies for the cameras, radios and other peripherals

- An exhaust fan for heat removal behind an aluminum screen and louvers and covered to prevent salt water aerosols from entering
- An AC surge arrestor and AC line noise filter to protect equipment is in front of the power outlet
- A hardened DIN rails switch with up to eight Gigabit Ethernet powers and up to four SFP slots for single or multimode fiber. Spare Ethernet ports allow for the addition of more cameras and network appliances as well as an Ethernet service port
- An on/off switch is also under the lid enabling power to be removed from all the equipment for servicing

With the utilization of the PoleCam, Avrio RMS allows for future expansion within the enclosure for locations that might require options such as;

- Ruggedized mini-computer for local recording and storage
- A high power Wi-Fi AP with WPA2 encrypted and optional WiMax capability for mobile applications, for connected Portable cameras to the network, for police connectivity from a patrol vehicle, or for access for maintenance purposes
- 3G/4-LTE Mobile modem access
- Gunshot detection smart sensor systems
- License plate recognition (LPR) cameras or other fixed or PTZ cameras

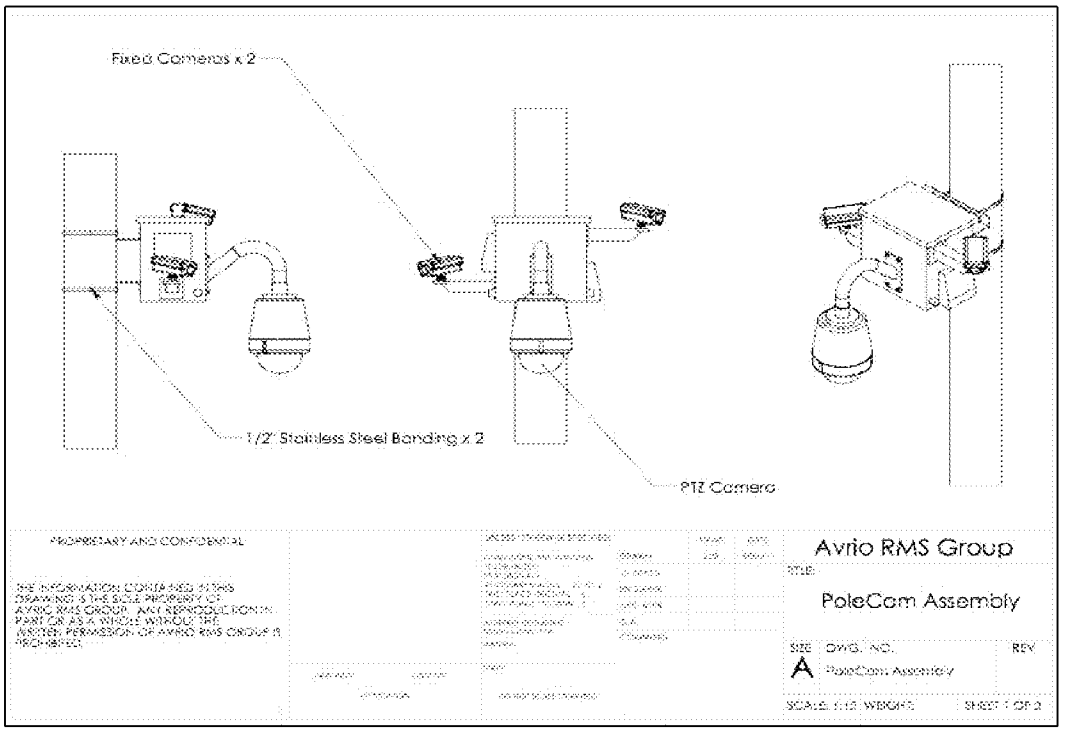

Figure 1: Avrio PoleCam

	Enclosure Configurations		
Location	One PTZ plus (2) Fixed PoleCam	(2) Fixed Cameras PoleCam	One Fixed Camera PoleCam
PHASE 1	●	●	●
PHASE 1a	●	●	
PHASE 2	○		
LATER PHASES			
Green	●		
Purple	●		
Grey	○		
Portable Units	1	1	1

Table 1: PoleCam enclosure configurations proposed by Avrio RMS for this project

PTZ Camera - Axis Q6032-E

For the PTZ camera role, we propose the Axis Q6032-E PTZ network dome camera. This camera employs the H.264 codec with zoom capabilities of 35X optical and 12X optical. License plates can be read from a distance of 160m (525ft) and can distinguish make, color, and number of people in a vehicle passing through the view of the camera. This camera has a fast and precise pan/tilt response with tilt capabilities that extend 20° above the horizon for a total tilt range of 220°. This range in tilt enables better views, especially over uneven terrain and street level conditions.

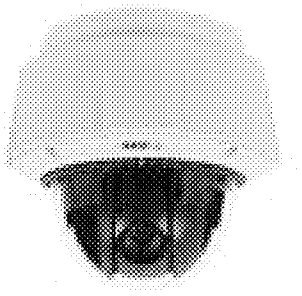

The Axis Q6032-E PTZ camera's low light performance makes this camera an excellent choice for citywide surveillance.

Key Features

- 35x optical zoom and 12x digital zoom
- 128X wide dynamic range
- D1 video quality resolution
- H.264 encoding for efficient use of bandwidth and storage
- 30/25 fps (60/50Hz) in all resolutions
- 220 degree tilt (20 degree above horizon) with 360° endless panning
- Operating Temperature: -40° F to 122° F
- Private Masking capabilities
- Outdoor ready

Fixed HDTV MP Camera – Axis P1347-E

For the Fixed camera, we propose the Axis P1347-E HDTV Megapixel (MP) camera. Every PoleCam configuration includes up to two of these cameras based on the specified area of coverage. This top-of-the-line, 5 Megapixel (MP) outdoor-ready network cameras performs at HDTV resolutions of 1080p. Its precise iris control and H.264 code compression is highly suitable for citywide surveillance where a large coverage area requires extreme detail identification of objects, persons, and vehicles. Its 1/2.5" camera image sensor is capable of covering a four lane intersection while providing all the details needed from each lane of traffic on its view.

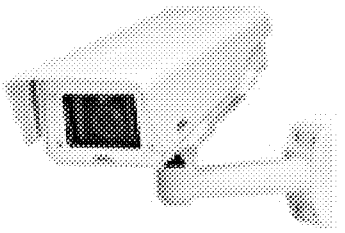

This camera can also deliver 3 MP and 2 MP 4:3 (1600x1200) frames at up to 30 frames per second (FPS) plus support for Motion JPEG.

Key Features

- 3.5 - 10 mm day/night Varifocal lens
- 5 MP resolution HDTV 1080p (2560x1920) resolution
- H.264 encoding for efficient use of bandwidth and storage
- Operating Temperature: -22° F to 122° F
- Outdoor ready
- Two-way full-duplex audio support
- ONVIF compliant to ease integration with a wide range of video management system

Fluidmesh 1100 MITO Series Radios – Access Radios

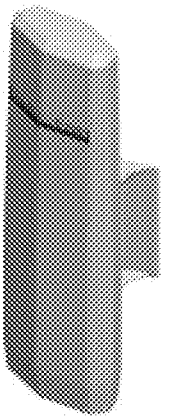

The Fluidmesh MITO Series radios are tri-band wireless Ethernet that offer a unique 2x2 MIMO solution with Ethernet capacities of up to 100Mbps via software plug-in. These radios can operate in the 4.9 GHz and in the 5.1-5.8 GHz with modulations of up to 300 Mbps. These small form factor radios offer integrated directional antennas which do not require the need for coaxial cables, lighting arrestors, and grounding for each radio. Not having to install external antennas at every location is a big advantage for the City as it can easily convert a wireless Fluidmesh location to a fiber location within minutes and relocate these resources at other locations with ease.

The Fluidmesh radios employ a high performance 'intelligent' transmission protocol that overcomes the limitations of standard license-free protocols of other products while delivering a higher level of reliability for data, video and voice.

These radios can be configured in either a mesh ring – loop, point to multipoint configuration (PMP), or point-to-point (PTP) configuration. Point-to-point topology and point-to-multipoint configurations will be used throughout the City PoleCam locations to achieve the highest bandwidth possible for current and future camera requirements all areas.

Several street backhaul locations, depicted in the design by YELLOW dots, will utilize these radios configured back-to-back as PTP as to extend or redirect the RF signal from one PoleCam or node location to the next. Various rooftop mounted installations will also include the deployment of these small form factor radios to provide client (PoleCam) radio connectivity.

Key Features

- Tri-band Operation:
  - 5.15-5.25 and 5.725-5.825 GHz (US, FCC)
  - 5.470 – 5.725 (Europe, ETSI)
  - 4.940 – 4.990 GHz (US, FCC)
- Modulation: OFDM (BPSK, QPSK, 16-QAM, 64-QAM (up to 300 Mbps)
- Antenna Beamwidth: 43°(H-pol), 41°(V-pol), 15°(Elevation)
- Power Consumption: 8W (passive PoE 15VDC)
- Ethernet Capacity up to 100Mbps via software plug-in
- Wind Survivability: 120 mph

Redline Backhaul Radios

The Redline Series of backhaul radios offer the highest speed radios with the lowest low latency characteristics of any radio in their class. Redline radios were built with video surveillance in mind offering excellent capacity, multicast support, wire speed processing power, metadata prioritization, and plenty of buffers to cache burst video frames. Three types of Redline backhaul radios will be used in this project and will serve as the high-speed radios for this project. Their selection per location is based on the distance and capacity requirements at each location.

Avrio RMS Group will perform a spectrum analysis at each high-speed radio backhaul to determine the frequency range requirements for each location prior to deployment.

Redline AN-80i

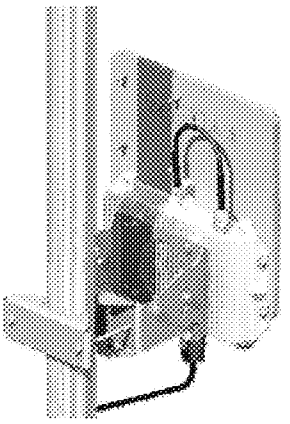

The Redline AN-80i delivers up to 90 Mbps of Ethernet data rate in the PTP configuration and 48 Mbps in the PMP configuration, which is the highest in its class. These radios offers the best The AN-80i can process video packets at over 176,000 PPS (packets/sec) with a latency of less than 3ms when configured as PMP, and less when configured as PTP. A lower latency value improves the video analytics (i.e., LPR, gunshot detection, etc) and a fast and smooth PTZ response.

Key Features

- Low latency: <3ms
- Range of frequencies:
  - 4.9 – 5.8 GHz
  - 3.3 – 3.8 GHz (3.65 GHz FCC)
- Ethernet Data Rate: up to 90 Mbps at PTP; up to 48 Mbps at PMP
- Antenna Beamwidth: 43°(H-pol), 41°(V-pol), 15°(Elevation)
- Processing Speed: 176,000 PPS (packets/sec)
- Operating Temperature: -40° F to 140° F

Redline RDL-2000

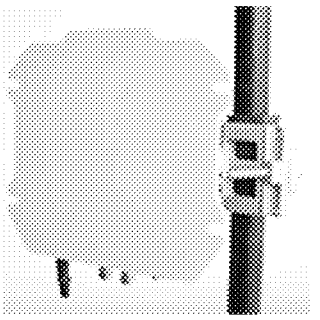

The RDL-2000 PTP broadband radio supports up to 200 Mbps wireless data rate with 2 x 2 MIMO for wire-speed Full Duplex 100Base-T. Its low end-to-end-latency of less than 2ms and adaptive modulation and coding makes this radio the perfect choice for the middle-mile locations where the highest capacity expansion is a must. Several of these radios will be used to aggregate various access links to the core uplink radio location.

BridgeWave BW80 Microwave Core Radio

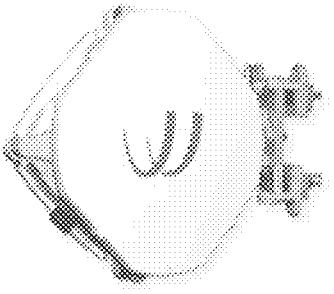

Included in this proposal is one BW80 high-speed 80GHz microwave licensed radio link with an initial capacity of 125 Mbps. This radio operate at full-rate, full-duplex and can be upgraded in steps to up to 1000 Mbps via software keys as budget and additional requirements allow. This carrier-grade radio link provides up to 99.999% availability over a highly secure narrow beamwidth antennas. These narrow beam (<2 degrees) allows these radios to be co-located without interference with other radios. Avrio RMS has deployed this radio in many cities around the country with excellent results.

4.2 Wireless Network Design

The core citywide camera network backbone design proposed for the City of Moreno Valley takes into consideration the existing city fiber backbone and a future conversion from a wireless core to fiber. Our design, as depicted by the drawings in Appendix A, demonstrates the feasibility of connecting to every camera in every phase of the project today wirelessly while interfacing to several fiber POP (point-of-presence) possible splice locations on the **RED** and **DARK GREEN** fiber paths. The proposed design is composed of various wireless and wired networks interconnected at several strategic locations throughout the city to form a highly scalable and resilient citywide camera network capable of supporting and expanding into almost every corner of the city.

Avrio RMS identified three possible Fiber POP locations that can be used as uplink to the city camera network. These locations and the cameras it will serve are depicted in table 2 below.

Fiber POP Location	Address	Fiber	Camera Locations Served
City Yard	15670 Perris Blvd	**RED**	19, 36, 42, 43, and 44
Cactus Ave & Perris Blvd (Street Level)	Intersection	**RED**	15, 22, 25, 41, 46, 48, 50, 51, 54, 60, 61, 83, and 84
Location 65 (Street Level)	Alessandro Blvd and & Moreno Beach Dr. Intersection	**DARK GREEN**	20, 21, 23, 26, 55, 63, 65, 66, 73, and cameras at Park locations 32, 33, and 34

Table 2: Fiber POP locations proposed by Avrio RMS for this project

Table 3 below identifies the proposed building locations where wireless radio equipment is to be rooftop mounted if approved. The list of equipment to be installed at each of these locations is also identified in table 3 below and the affected phase locations.

Building Name	Address	Equipment to Install	Affect Phases
City Yard	15670 Perris Blvd	(1)AN-80i radio, (1)FM-1100 radio	1, 1a, 2
Waste Management Co.	17700 Indian St	(4) FM-1100 radios	1a, 2
Fire Station #58 (Auto Mall)	28040 Eucalyptus Ave	(1)AN-80i radio, (2)FM-1100 radios	1a, LP-Gray
Rancho Verde High School	17750 Lasselle St	(2)FM-1100 radios	2
City Water Reservoir	East Moreno Valley	(1)RDL-2000 radio, (1)AN-80i radio, (1) FM-1100 radio	1, 1a, LP-Green, LP-Purple, LP-Gray
Fire Station #6 (Town Gate)	22250 Eucalyptus Ave	(1)FlexPort23 µwave radio, (2) FM-1100 radios	1, 1b, 2
Fire Station #2 (Hemlock) New Monopole Tower	24935 Hemlock Ave	(1)FlexPort23 µwave radio, (3)RDL-2000 radios, (3)FM-1100 radios	All Phases
Sketchers Factory	29800 Eucalyptus St	(1)AN-80i radio, (2)FM-1100 radios	1b, LP-Gray
The Festival Shopping Ctr	Hemlock Ave	(2)FM-1100 radios	1, 2
Riverside County	26520 Cactus Ave	(1)BW80 µwave radio,	1, 2,

Building Name	Address	Equipment to Install	Affect Phases
Regional Medical Center		(1)AN-80i radio, (3)FM-1100 radios	LP-Green
Kaiser Permanente Moreno Valley Medical Ctr	27300 Iris Ave	(2)FM-1100 radios	1
Moreno Valley College	16130 Lasselle St	(1)AN-80i radio, (3)FM-1100 radios	1, 2
Emergency Operations Center	22870 Calle San Juan De Los Lagos	(1)FlexPort23 µwave radio, (1)AN-80i radio	All phases

Table 3: Wireless Backhaul building locations proposed by Avrio RMS for this project.

In addition, several street pole level backhaul locations are proposed to facilitate connectivity between two distant radio nodes or between non line of sight locations. Table 4 below identifies these locations.

Backhaul Location	Intersection	Equipment to Install	Connects Locations
Iris Ave & Los Cabos Dr	South East corner	(2)FM-1100 radios	20 and Park cameras 24
Alessandro Blvd & Pepper St	South East corner	(2)FM-1100 radios	17 to BH to 14
Alessandro Blvd & Courage St.	North West corner	(2)FM-1100 radios	14 to 85 and BH to 17
Veteran's Memorial Park Light Pole (Cell-site)	Park North West corner	(2)FM-1100 radios	15 and 25
Heacock St (South of Meyer Dr)	East side	(2)FM-1100 radios	25 and 84
Perris Blvd & Filaree Ave	South West corner	(2)FM-1100 radios	15 and 83
Hemlock Ave & Kitching St	South West corner	(2) FM-1100 radios	74 and 75

Table 4: Street Pole Wireless Backhaul locations proposed by Avrio RMS for this project

4.2.1 Core Wireless Network

The proposed wireless core is composed of three BridgeWave FlexPort23 microwave links and two BridgeWave BW90 microwave links. Please refer to Appendix A for the diagram of the Core High Speed Network proposed. Connectivity from one of the towers in the Box Springs antenna site to the city core locations below include the deployment of one BridgeWave FlexPort microwave link to each of the following three sites;

- Emergency Operations Center (EOC) building rooftop
- Fire Station #2 new 40' Monopole
- Fire Station #6 rooftop

An aggregate of 294 Mbps is calculated for the link between the Box Springs Tower (BST) and Fire Station #2. An aggregate of 57 Mbps is calculated between the BST and Fire Station #6, and an aggregate comprised of all the uplink camera traffic from the city camera network calculates to over 350 Mbps between the BST and the EOC core location.

Connectivity between the Fire Station #2 monopole and the East Valley Water Reservoir will be achieved with the use of a BridgeWave BW80 microwave radio link. The aggregate capacity for this link is 63 Mbps. Another BW90 link will be used to extend the city Fiber backbone from Phase 2 location 65 to the rooftop of the Riverside County Hospital.

Avrio RMS is including all conduit rooftop and tower copper/Fiber Ethernet cabling to connect the camera wireless and wired networks for all rooftops and street level locations. Connectivity at the EOC includes Ethernet extension to nearest IDF communications closet.

Core Option B – Box Springs Tower Bypass

Depicted in the Core High Speed Network diagram are two **LIGHT PURPLE** dashed lines that indicate a possible core network design that does not require connectivity to any tower on the Box Springs Mountain. This option will require installing an additional monopole around the EOC / City Hall complex as well as a self-supporting antenna mast at Fire Station #6. This approach provides no wireless path for all locations on the North Valley. An option for the North Valley cameras following this approach may consist on 3G/4G equipped PoleCams. These will not be running at the required 15-30 FPS. This approach is not quoted as part of this proposal but is a viable option if the City cannot facilitate a lease at a Box Springs tower that can achieve a microwave line-of-sight to the core city sites defined on the section above.

4.2.2 Backhaul Wireless Connectivity

The proposed backhaul wireless network, as defined by the drawings on Appendix A, depicts how all wireless connectivity is achieved for all cameras on all phases of the project. As part of this proposal, Avrio RMS is including all links depicted in **YELLOW**, **ORANGE**, and **BLUE** dashed lines which includes all Phase 1, Phase 1a, and Phase 2 locations. Later phases, depicted by **GRAY** color dashed lines indicate that the downlink node(s) (client nodes away from the core) are not included in this phase of the project and have not been budgeted as part of this proposal response. Nevertheless, almost all rooftop and street backhaul locations included as part

will serve to connect to these camera locations in the future. Please refer to Tables 2, 3, and 4 for the correlation of the camera locations included with their uplink site and backhaul connectivity.

As depicted, our design is split in 8 sections of the City. Table 5 below identifies the total locations per Phase and the corresponding equipment included as part of this proposal.

	Total Locations Included			Radio Equipment Included				Parks Loc
Networks	Phase 1	Phase 1a	Phase 2	BW80	RDL-2000	AN-80i	FM-1100	
North Valley	3		2				12	29
South	1	1	3			2	10	
East Valley	2	1				2	6	38
West	1	1	2			1	9	
North Center	10	1	6		4		29	31
South East	4		4	(1) Link		2	21	32, 33, 34
Center	3		8		2		22	
West Center	3		1		1		13	30

Table 5: Street Pole Wireless Backhaul locations proposed by Avrio RMS for this project

Appendix B depicts the locations recommended by Avrio RMS Group for PoleCam and radio(s) installations at each proposed intersection. The intersection locations were determined based on the coverage specific requirements for each intersection and the availability of a street pole light at each corner as surveyed by Avrio RMS engineers.

4.2.3 City Park Networks

Avrio RMS Group is including all park locations specified on this RFP as part of our proposal. A total of 17 PoleCams equating to 41 cameras and 25 wireless radios are included in this proposal in support of the parks. Proposed locations within each park are depicted in Appendix C. The PoleCam locations proposed provide coverage to restrooms, playgrounds, and parking areas as identified by the City in the RFP. Table 5 above identifies the diagram which includes each park's connectivity up to the core. The FM-1100 FluidMesh radios are used to interconnect all of the PoleCams locations used for all parks wireless nodes

Support for full-duplex two-way audio, although not included as part of this proposal, is supported by the Axis P1347-E and has been deployed by Avrio RMS around the country. Avrio RMS has had success with the use of Sony SCA-S30 outdoor speakers and can be easily attached to any PoleCam system at any camera location.

4.3 Video Management System

Ocularis, the IP video surveillance system of ONSSI, is a distributed, video-centric, security software platform that offers central event, user rights, video distribution and systems management. The proposed video management solution includes the base license and support for Ocularis and licenses for all the cameras included in this proposal. ONSSI can be scalable for an unlimited number of cameras and can access video recordings from multiple servers, multiple sites, and video from cameras at schools, banks, businesses, and other City departments. ONSSI supports all leading manufacturers' camera devices (over 900) and every analog camera on the market via the use of analog encoders. An unlimited number of clients are provided and includes map navigation with active camera previews and "drill" down across map layers for video viewing. In addition, the proposed ONSSI version includes shared event handling of events among multiple operators, integration to analytics, and automated push-video alerting, within others. Alerts can be configured to trigger alarms, send notifications to users, an activate outputs for video and audio alarms. Synchronized playback is an inherent feature of ONSSI and facilitates the viewing or live or recorded video simultaneously on the same timescale. ONSSI supports the video wall functionalities for one or more command and control centers which allow EOC backup centers to manage the same video smoothly under a disaster event. With ONSSI, an administrator has the ability to setup users, groups and roles that restrict user access to camera feeds, PTZ controls, etc. All user functions including access, controls, etc, are logged in ONSSI. The VMS system logs all operations. No additional licenses are required for user/client access to the system.

ONSSI provides an open-architecture with non-proprietary technology and has been designed to integrate via integration tools including Data Link Integration events, API commands, Contact Closure and more. A Software Development Kit (SDK) is available to enable integration of 3rd party components via APIs for integration to Kimley-Horn & Associates suite of products.

Although no audio capabilities were added as part of this proposal, Ocularis supports two way audio (from camera/IP device-connected microphones and to camera/IP device-connected PA system) such as the "Bogen" outdoor PA system. Audio from cameras is recorded and included in export of evidence. Audio is enabled in both live and playback mode and can be switched on and off from a menu list. Users may choose to include audio in the bookmarked video on a per camera basis and be exported as evidence.

ONSSI can also store and synchronize audio and video from any TV station broadcast when the necessary tuner and demodulators connect their signals to video encoders. Due to budgetary reasons, this portion of the RFP is not included in this proposal.

Avrio RMS Group has developed and deployed SensorScene™, Avrio RMS' internally developed middleware software which allows "sensors" and alarms to integrate and interface with many CAD systems. Such integration includes acknowledgements by the CAD system to alarms generated by external systems (e.g. gunshot detection, radiation detection, email) with the ability to accept a CAD record with a link to the preserved video from the Ocularis platform.

This proposal includes a total of **216** ONSSI camera licenses and their support which covers all the cameras included in this proposal.

Servers and System Management

Avrio RMS Group is proposing **five** Pivot3 12TB (terabyte) high-definition servers and storage appliances with expansion capabilities for additional servers and storage with self-healing failover capabilities. The system will runs Windows Server 2003 64-bit and host the ONSSI Ocularis video management platform. These servers are rack-mounted and will be installed at EOC's preferred location.

Avrio RMS Group engineers will work with the City's IT Department to configure the VMS for network operation over the City's LAN.

Community Room Public Viewing Station

Avrio RMS Group is including one Dell Workstation running the Ocularis client with a software-based "kill" button that will disconnect the user from viewing the video immediately after the button is pressed.

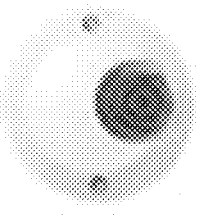

One Axis M3114-R HDTV (high definition) rugged fixed dome is included and will be installed in the monitoring room to facilitate the view of events within that area. This camera has a 2mm wide lens with a resolution of 1MP (1280x800) and can stream at 30 fps full rate in H.264 compression. This camera will be powered via PoE.

4.4 Project Management and Communication

Throughout the project Avrio RMS Group will provide a project manager as a single point of contact that will facilitate communication between internal resources and with the City's designated engagement consultant. The project manager will provide weekly, or as needed, written status reports and conference calls to discuss the project's progress. Additionally, the project manager will be responsible for managing documentation flow during the project ensuring that the designated personnel are working with the correct documentation at all times and will assign a designee to be available to attend the Community Advisory Meetings at the police department.

TESTING (INSTALLATION, USER ACCEPTANCE TESTING, AND PRODUCTION PERFORMANCE)

We implement testing in overlapping stages:

1) Component and Assembly Testing
   We test each component of every PoleCam we assemble during the assembly process to minimize the number of component failures at installation time. Additionally, we test all functions of the assembled PoleCam to detect assembly defects prior to installation.

We extend this testing philosophy to all components of the system – Servers, Storage Arrays, and Radios.

2) Installation Testing
To the extent possible, we repeat the Assembly Testing as soon as the component is installed.
3) Subsystem Testing
When all the components comprising a subsystem – an entire mesh area, hard wired links, and server storage array – have been installed and configured the subsystem is tested to detect configuration and connection errors as soon as possible in the installation process.
4) Systems Testing
Prior to user Acceptance testing, the complete system is fully tested to reveal errors prior to user testing.
5) User Acceptance Testing
In cooperation with the County, all system functions will be tested with County personnel acting as operators. This has the advantage of testing the training.

These testing steps overlap and repeat until all errors are discovered and corrected.

PROCESS IMPROVEMENT

Avrio RMS Group's sole business is providing best of breed wireless network video surveillance solutions. There is no single technical solution that fits all customers -- we understand that every system that we deliver will be custom. In addition, we understand that we need to pay close attention to the requirements of the project but also know that we will also be able to contribute our expertise to deliver much more than the minimum. Some of the attributes to custom oriented solutions are:

a) Vendor agnostic. We have preferred equipment and software manufacturers but do not solely promote any one manufacturer. An excellent example is that we are certified to install four brands of video management software including Pelco, Milestone, ONNSI, and Genetec.
b) Open IP architecture. We always stress to customers the importance of an open IP architecture. In other words, the VMS must have a Software Development Kit for integration into other software platforms, the network should be comprised of off the shelf equipment that is non-proprietary, wireless and wired networking equipment should be Ethernet based (not proprietary), and documents and standards should be either defector or of recognized standards organizations. For example, documents delivered in PDF or DWG, and standards such as IEEE or ETSI.
c) Adaptability, experience, and creativity. There is no other wireless surveillance integrator with more large scale projects than us. One aspect of our success is our ability to adapt to changing customer needs and helping our customers get the most of their investment. As an example, in St. Paul MN, we are leveraging and expanding on the wireless network to

additionally provide archiving of in-car police video through an automatic wireless upload process. This will eliminate the cumbersome process of manual export of video from police vehicle DVRs thereby potentially saving the police department hundreds of thousands of dollars in additional labor costs of the lifespan of the equipment.

d) Maintenance Contracts. Often we our contractually obligated to maintain the networks that we build for customers. It would be foolish for us to deliver an inferior product that requires continual maintenance because of the ongoing labor costs involved. It is in our best interest to always deliver a network that is low maintenance, reliable, and that exceeds customer expectations.

4.5 Maintenance and Support

This proposal includes one year of free maintenance and support. During the maintenance term Avrio will:

- Repair or Replace any failed component needed to restore the system to full operation.
- Provide 24-7-365 Help Desk support with a 4 hour maximum response time for critical repair issues.
- Provide a sparing solution, whereby critical spares inventory is maintained at local facility.
- Advanced RMA for all parts.
- Extended warranty for all system components.
- Remote diagnostics and troubleshooting (requires remote access to system)
- All software and hardware patches and firmware upgrades.

Project Plan			
Milestone Description	**Duration**	**Start**	**End**
Proposal Awarded – June 12th or 26th	**1**		
Milestone #1 - Detail Design & Signoff / Order / Begin PoleCam Production	20	7/2/2012	7/30/2012
Milestone #2 – Monopole, rooftops, tower equipment installations	30	7/30/2012	8/31/2012
Milestone #2 - Installation and Integration of Wired Infrastructure and Head End Equipment	20	9/3/2012	9/28/2012
Milestone #3 - Installation of PoleCams, Wireless Infrastructure and VMS Server	50	9/17/2012	11/16/2012
Milestone #4 - System Testing and Training	5	11/19/2012	11/23/2012
Milestone #5 - Post Installation Documentation /Moreno Valley Project Signoff	5	11/26/2012	11/30/2012

Table 6: Project Plan

4.6 Training Plan

Training will be delivered as part of the overall solution. End user training will primarily be focused on operating the system and using the monitoring client. Topics include log in, monitoring, controlling PTZ functions, understanding hot spots, working with folders and views, browsing, searching archived video, etc. In addition to end user training, system training will cover basic administrative capabilities of the ONSSI system including camera settings, motion configuration, archive settings, etc. Lastly, system administrator training will cover basic aspects of user management and troubleshooting. Avrio RMS will provide a total of 40 hours of training inclusive of camera systems, video management systems, portable camera setup and configuration, and field training. All materials necessary for the training class will be provided.

4.7 Project Team Qualifications

The following is a high-level organization chart for the individual roles on the project team proposed.

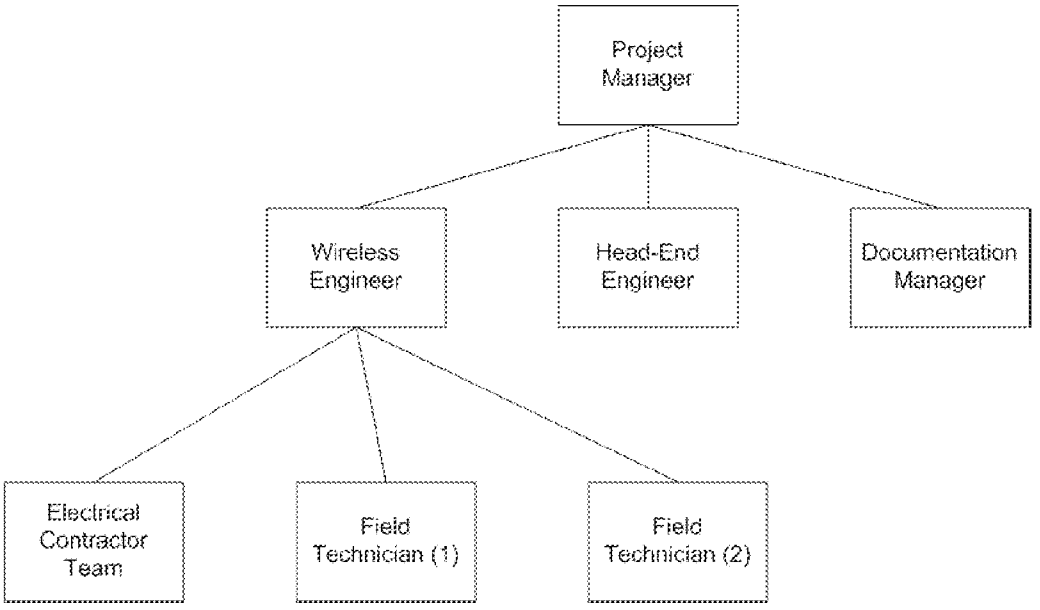

Figure 2: Project Team Structure

The following lists the proposed team members and their background:

PAUL KARASZ
Solution Manager

Paul is a senior level engineer and project manager performing the role of Solution Manager for Avrio RMS Group for key clients across the United States and Caribbean. Paul is experienced in the successful deployment and remediation of complex Integrated IT solutions involving multiple technologies and vendors where typical challenges require a unique combination of diverse IT skill sets, scientific troubleshooting, and the ability to motivate teams. Prior to joining Avrio RMS Group, Paul was a principal consulting engineer with GTSI. At GTSI, Paul was the primary engineer responsible for delivering on wireless video and in-car video systems for the company. Paul has over 15 years' experience in physical security and information technology industries and has deployed dozens of solutions that exceeded client expectations.

Paul maintains the following certifications:

- Cisco Advanced Wireless Field Engineer (642-631), 2012
- Cisco Certified Network Associate (CCNA, 640-802) Wireless, 2011
    - Implementing Cisco Unified Wireless Network Essentials (640-721), 2011
    - Conducting Cisco Unified Wireless Site Survey (642-731), 2011
    - Cisco Lifecycle Services for Advanced Wireless (650-621), 2011
- DataCore Certified Implementation Engineer (DCIE), 2011
- Xiotech Certified Administrator: Emprise 5000, 2011
- Hitachi Data Systems Storage Foundations Enterprise, 2010
- Hitachi Data Systems Storage Foundations Modular, 2010
- Dell Blade Server Solutions (Technical Training DBSSTT0409WBTT), 2010
- Xiotech ISE Sales Certified, 2010
- Genetec Omnicast OCT002-4.6, 2010
- Genetec Omnicast OCT001-4.6, 2010
- Panasonic Arbitrator 360 Certified Integrator, 2010
- Hitachi Data Systems Sales Foundations, 2010
- Milestone ™ Enterprise 6.5, XProtect Corporate 2.0, and XProtect Analytics 2.0 Certification, 2009
- Motorola Point to Point Wireless Products, 2007
- AirMagnet Certified Product Expert, 2007DVTel NVMS 5.0 Technical Training, 2007
- Insight Video Net CMS 3.0 Integrator Certification, 2007
- Insight Video Net CMS 2.5 Integrator Certification, 2006
- Vidient SmartCatch installation and configuration Training, 2006
- Verint nDVR SmartSight Certification, 2006
- Pelco Endura and IP Video Design (PCSD), 2006
- Pelco CCTV Training, 2006
- Object Video Partner Training, 2005

<u>Professional Credentials and Associations</u>

- Virginia DCJS Registered Electronic Security Technician

- Virginia DCJS Registered Electronic Sales Representative

Security Clearance

- Top Secret, Active

JASON NAGY

Senior Project Manager

Mr. Nagy is a seasoned project manager with a strong technical background. Mr. Nagy has directed some of Avrio RMS Group's largest projects including the City of Pittsburgh, Ring of Steel Project. Prior to Avrio Group, Jason was the lead project manager at STS International where he contracted to Cisco for the re-architecture and design of all sales and engineering offices in the Latin America region. Responsible for planning, executing and delivering a 16 million dollar upgrade of technological, logistical and architectural services for the sales and engineering teams in the Latin America Theater to include the following countries: Peru, Costa Rica, Venezuela, Brazil, Colombia, Panama, Argentina and Ecuador. Well versed in working with the countries local and state governments in importing goods and services to the region for deployment. Maintained knowledge of culture and continuing relationships with local workforce for future deployments in the region.

He has handled all aspects of project management as it relates to internal technical infrastructure changes and upgrades for Cisco's sales offices, data centers and campuses. These upgrades include; hardware, software, networking changes, next generation wireless video implementations, VoIP, video conferencing and more. Many of their campus locations required a primary fiber optic link between buildings, with a secondary wireless broadband network built in for redundancy purposes. He managed the budgets, staffing, field engineers, customer satisfaction, accountability and project completion and assurances. Mr. Nagy is a certified Project Management Professional (PMP) with additional certifications including ISO: 90001:2000 and CCNP.

PRASANNA KATTEL

Chief Technology Officer

Mr. Kattel has more than 10 years expertise in designing and deploying enterprise systems for large scale deployments. Mr. Kattel oversees all system designs and is responsible for overall resource allocation and quality of delivery.

At Avrio Group, Prasanna was instrumental in the rollout of both the Democratic National Convention security system and the Republican National Convention security system. He was responsible for all IT related design, procurement, configuration, installation and integration within existing government IT infrastructure. Prasanna is certified in Genetic Omnicast as well as ONSSI, the world's leading video management software platforms.

Prior to Avrio Group, Prasanna has deployed complete Cisco networking and Vo-IP environments for multi-million dollar organizations. In addition, Mr. Kattel has deployed video surveillance solutions including IP and analog cameras for customers around the country. Mr.

Kattel's knowledge of both software and hardware IP-based systems including ONSSI, Genetic, AutoVu and Agent VI for content analysis provide the necessary foundation to ensure quality delivery of complete turn-key solutions.

Mr. Kattel holds a masters degree in Information systems technology from George Washington University.

5. Workers' Compensation Insurance Certificate

The Proposer acknowledges that Sections 1860 and 1861 of the California Labor Code require every contractor to whom a public works contract is awarded to sign the following statement:

> I am aware of the Provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provision of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

By: _____

Date: _____

Title: _____

6. Independent Contractor Agreement

The Proposer acknowledges the terms set forth in this portion of the RFP, including that this Agreement is made by and between the City of Moreno, California, a municipal corporation, hereinafter referred to as the "City" and the following named independent contractor, hereinafter referred to as the "Contractor," based upon City policies and the following legal citations:

A. Government Code Section 5306 authorizes the engagement of persons to perform special services as independent contractors; and
B. The Public interest, convenience necessity and general welfare will be service by the Agreement.
C. This Agreement is made and entered into effective the date that the City signs this Agreement.

6.1 Contractor Information

Contractor's Name:	Avrio RMS Group	
Address:	3 North Harrison Street	
City: Easton	State: MD	Zip: 21601
Business Phone:	Fax Number:	
Other Contact Number		
Business License Number		
Federal Tax I.D. Number		

6.2 Contractor Services, Fees and Relevant Dates

A. The Proposer acknowledges that the Contractor's scope of service is described in Exhibit "A" attached to the RFP and incorporated herein by this reference.
B. The Proposer acknowledges The City's responsibility, other than payment, is described in Exhibit "B" attached hereto and incorporated herein by this reference.
C. The Proposer acknowledges that the Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
D. The Contractor Starting Date is _____ and the Contractor Ending Date is

_____The proposer recognizes the City's acknowledgement that the City will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

6.3 Standard Terms and Conditions

The Proposer acknowledges and accepts the following elements of the RFP:

A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. City Indemnification. The City agrees to indemnify, defend and save the Contractor harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, Housing Authority's and CSD's employees and all claims which arise from the negligent performance or failure to perform the services or other

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obligations of the City under this Agreement, or are caused by the negligent acts of the City, Housing Authority and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. The Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

The Contractor shall procure and maintain, at its sole expense, **Workers' Compensation Insurance** in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the City, the Housing Authority and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement.

General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	$5,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$500,000 per occurrence/ $500,000 aggregate

Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/CSD/Housing Authority premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

Insurance requirements waived with Risk Manager's approval.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the

coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

J. (a) The City may terminate this Agreement without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

(b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.

K. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit

inspection and audit of the Contractors time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the City's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

L. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

Signature Page to Follow

7. Signature Page

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley	Avrio RMS Group
BY:	BY: _____
City Manager	President
	_____
	Date
	BY: _____
	TITLE _____
	(Corporate Secretary)
	_____
	Date

INTERNAL USE ONLY ATTEST:
City Clerk APPROVED AS TO LEGAL FORM City Attorney
Date RECOMMEND FOR APPROVAL
Chief of Police Date
Financial & Administrative Services Director
Date

Appendix A. Wireless Network Design

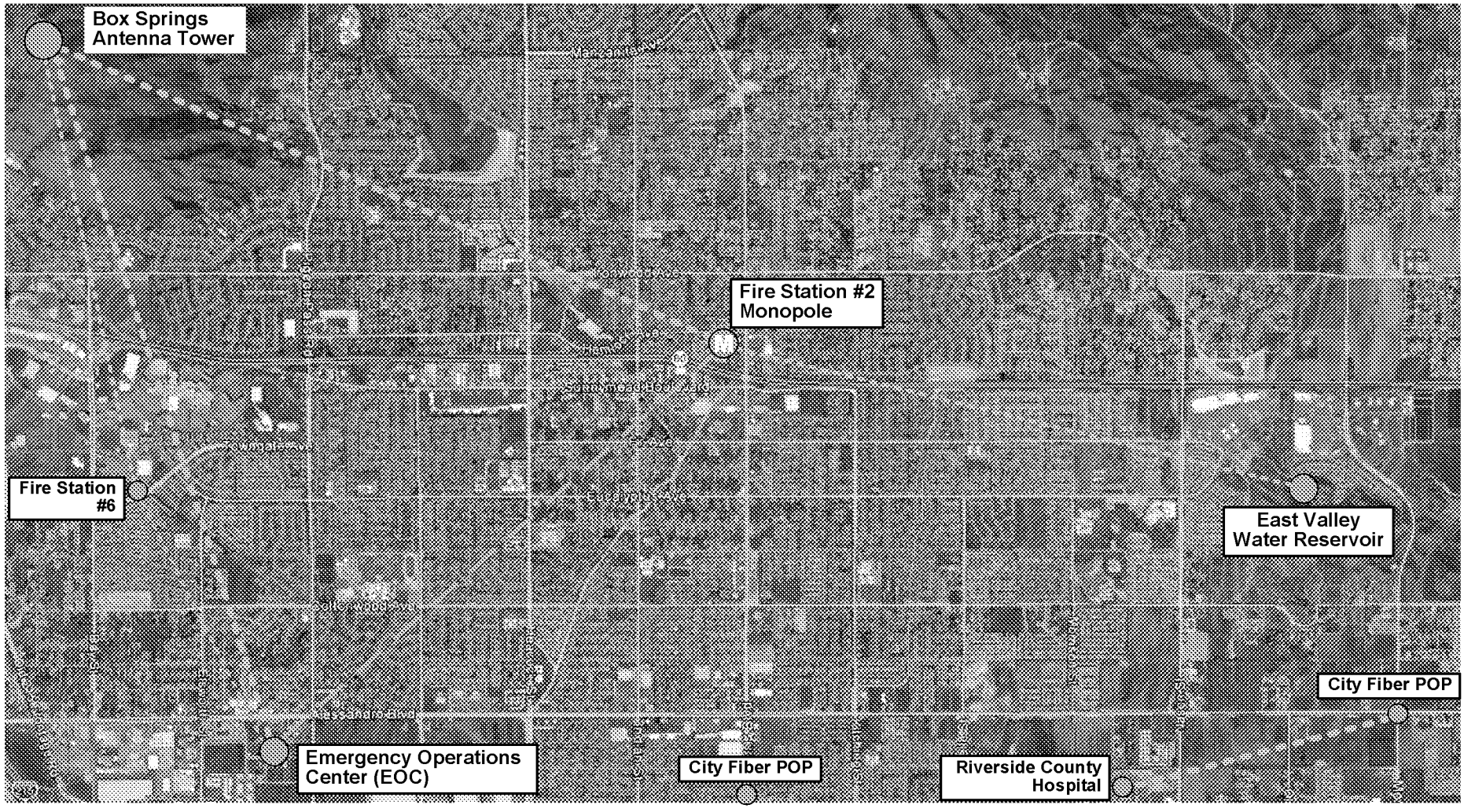

Microwave Wireless Link

High Speed Wireless Link

Core Option B
Box Springs Antenna Bypass

Microwave Wireless Link

High Speed Wireless Link

AVRIO RMS GROUP
A Carrick Bend Company

mer:	Description:	File:	Designed by:
City of Moreno Valley	**Citywide Camera Surveillance System** Core High Speed Network	MV-Core.vsd Date May 2, 2012	AVRIO RMS Group

PHASE 1
PTZ + 2 Fixed Cameras
Wireless Polecam

PHASE 2
52 PTZ + 2 Fixed Cameras
Wireless Polecam

Later Phase Green
69 PTZ + 2 Fixed Cameras
Wireless Polecam

Later Phase Grey
81 PTZ + 2 Fixed Cameras
Wireless Polecam

Park Camera
Wireless Network

PMP Mesh
Wireless Link

Mesh
Wireless Link

Mesh
Future Link

Customer:	Description:	File:	Designed by:
City of Moreno Valley	**Citywide Camera Surveillance System** North Valley Network	**MV-NorthValley.vsd** Date **May 2, 2012**	AVRIO RMS Group

PHASE 1
PTZ + 2 Fixed Cameras
Wireless Polecam

PHASE 1a
PTZ + 2 Fixed Cameras
Wireless Polecam

PHASE 2
66 PTZ + 2 Fixed Cameras
Wireless Polecam

High Speed Wireless Link

Mesh Wireless Link

Building Backhaul

Street Pole Backhaul

Customer:	Description:	File:	Designed by:
City of Moreno Valley	**Citywide Camera Surveillance System** South Network	**MV-South.vsd**	AVRIO RMS
		Date **May 3, 2012**	

Item No. A.19

MV00175231

PHASE 1
PTZ + 2 Fixed Cameras
Wireless Polecam

PHASE 1a
PTZ + 2 Fixed Cameras
Wireless Polecam

Later Phase Green
77 PTZ + 2 Fixed Cameras
Wireless Polecam

Later Phase Purple
78 PTZ + 2 Fixed Cameras
Wireless Polecam

Later Phase Grey
81 PTZ + 2 Fixed Cameras
Wireless Polecam

Building Backhaul

Street Pole Backhaul

Microwave Wireless Link

High Speed Wireless Link

Mesh Wireless Link

Mesh Future Link

Customer:	Description:	File:	Designed by:
City of Moreno Valley	**Citywide Camera Surveillance System** East Valley Network	MV-EastValley.vsd Date May 2, 2012	AVRIO RMS Group

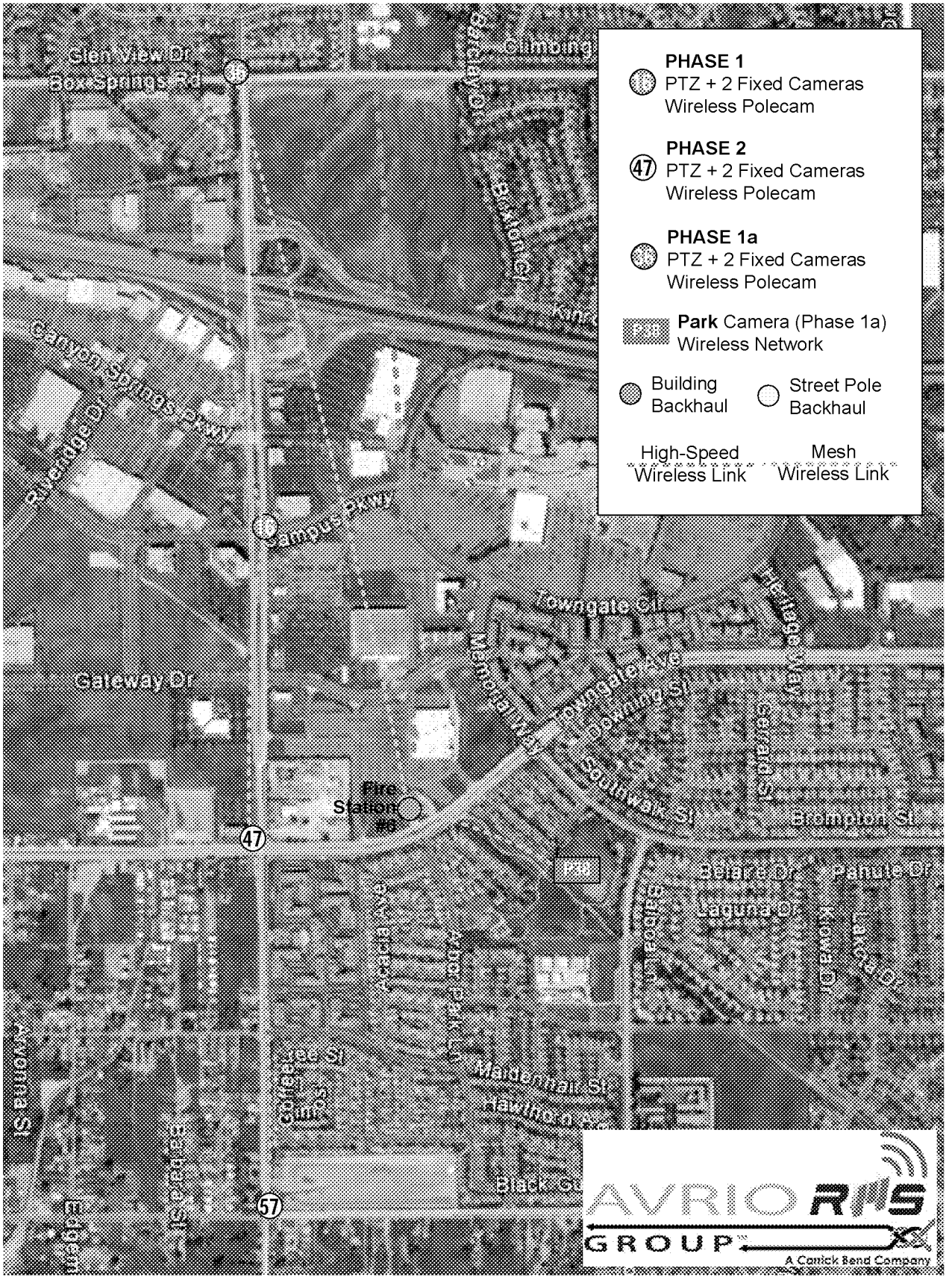

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		Date May 3, 2012	

Item No. A.19

MV00175233

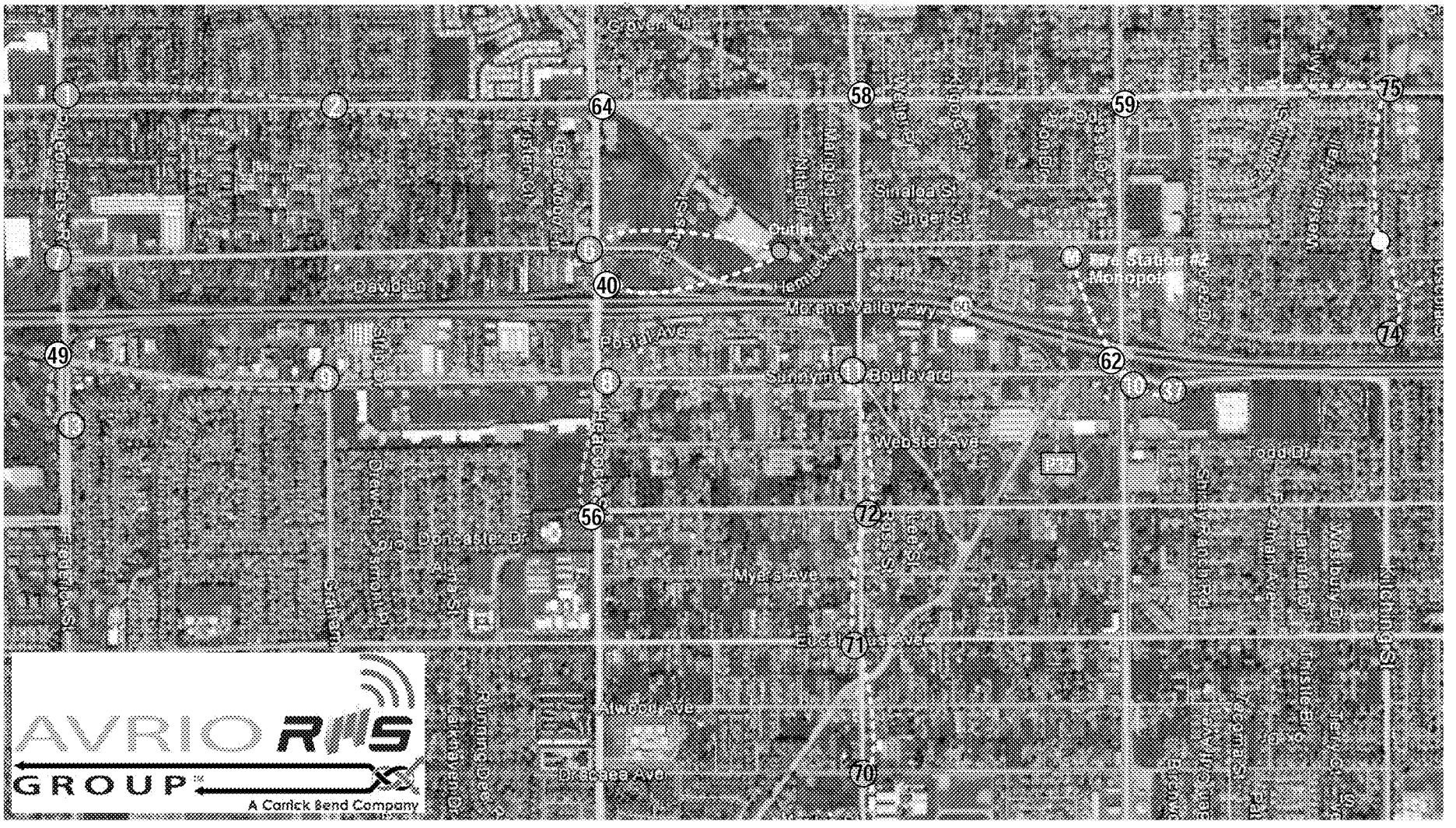
AVRIO RMS
GROUP
A Carrick Bend Company
Davis Rd
Moreno Valley Ave
Sunnymead Boulevard
Webster Ave
Alessandro Blvd
Dracaea Ave
Perris Blvd
Indian St
Heacock St
Frederick St
Nuevo Rd
Cactus Ave
Iris Ave
Ironwood Ave
Eucalyptus Ave
Bay Ave
Sinclair St
Smiley St
Stanley St
Monroe St
Moreno Valley Ranch Blvd
Pigeon Pass Rd
Redlands Blvd
Nandina Ave
Cottonwood Ave
Dracaea Ave
Alessandro Blvd
Nuevo Rd

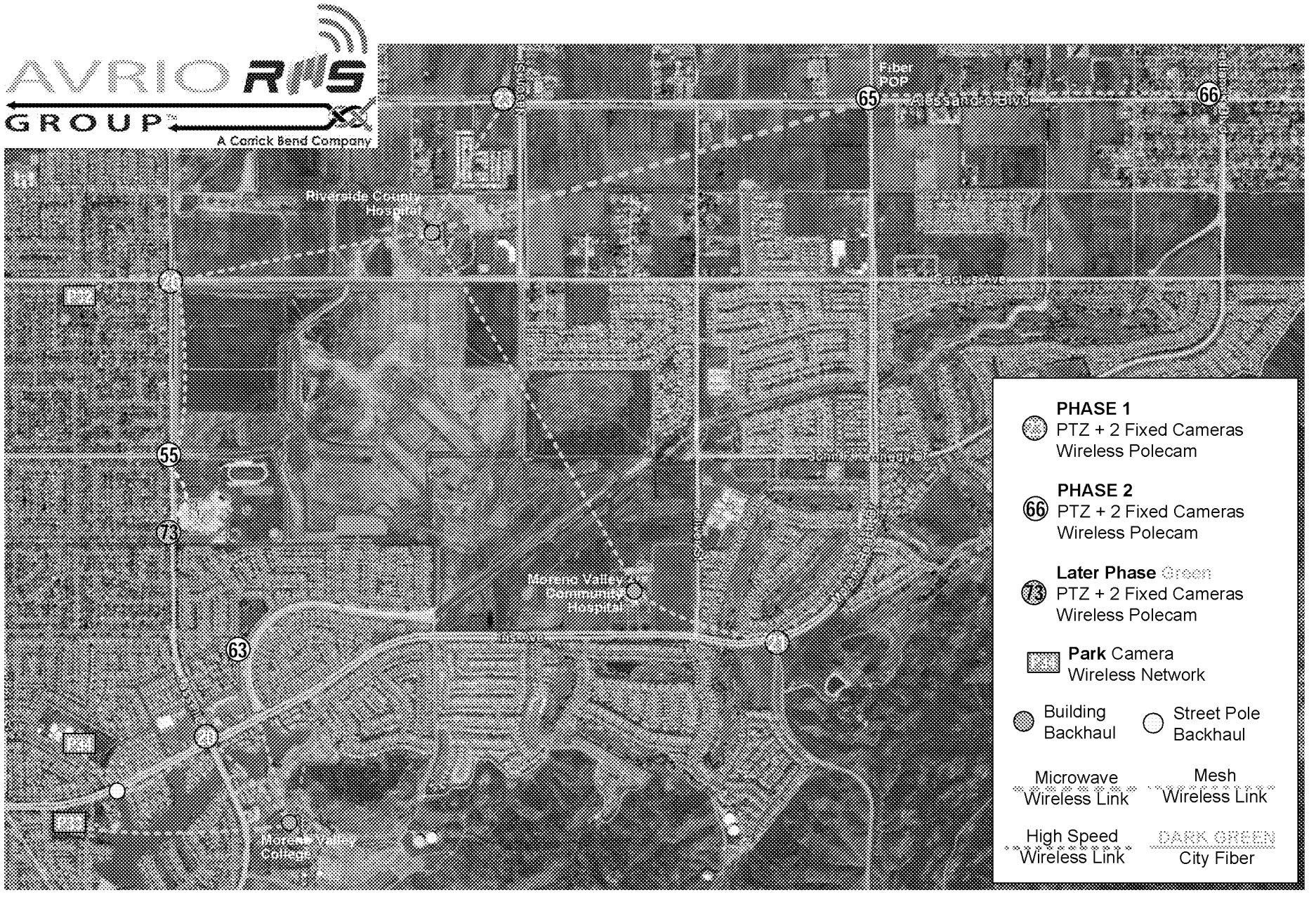

Owner:	Description:	File:	Designed by:
City of Moreno Valley	**Citywide Camera Surveillance System** South East Network	MV-SouthEast.vsd Date May 2, 2012	AVRIO RMS Group

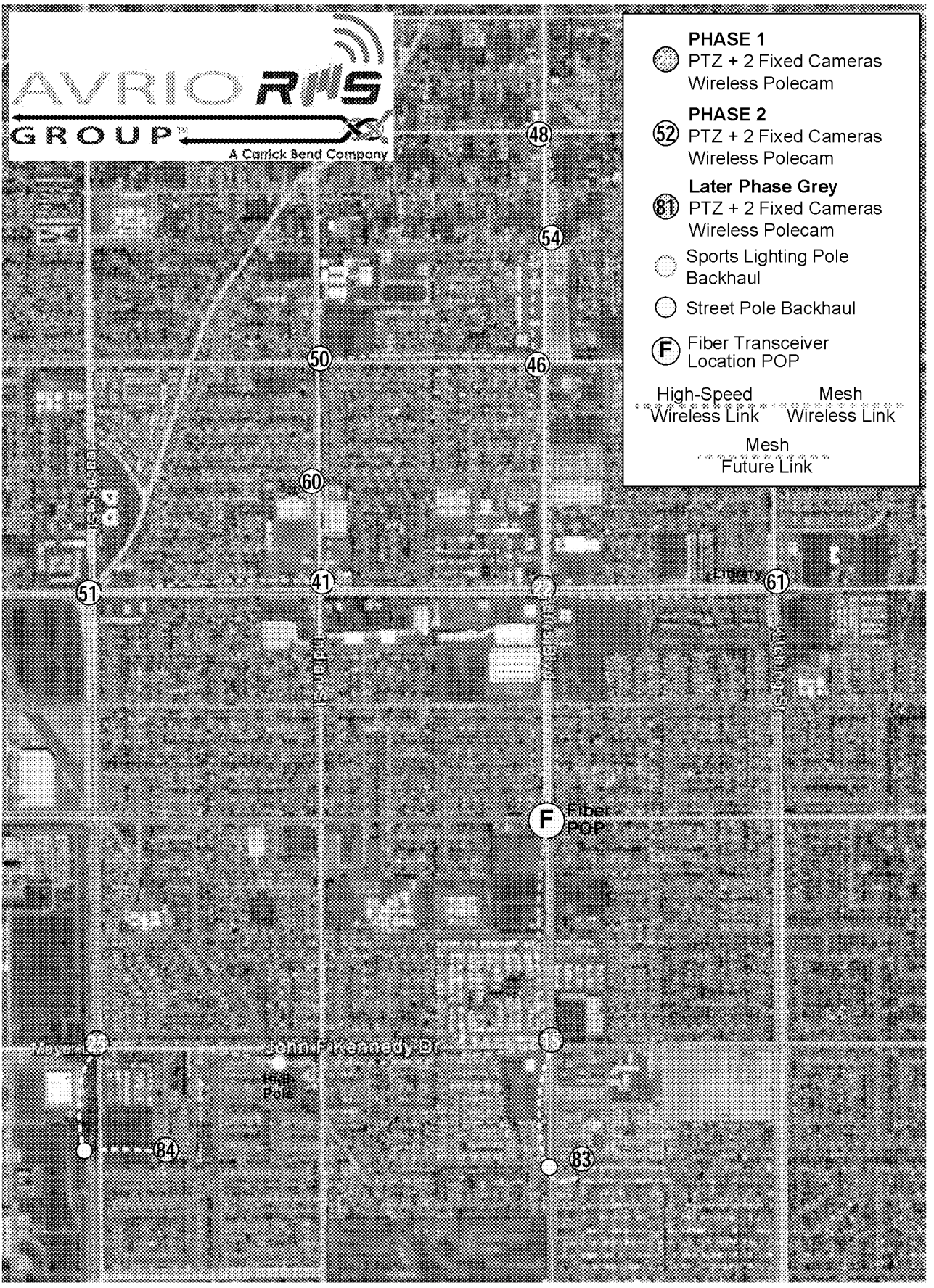

Customer:	Description:	File:	Designed by:
City of Mayer Valley	**Citywide Camera Surveillance System** Center Network	**MV-Center.vsd**	AVRIO RMS Group
		Date **May 3, 2012**	

Item No. A.19

MV00175236

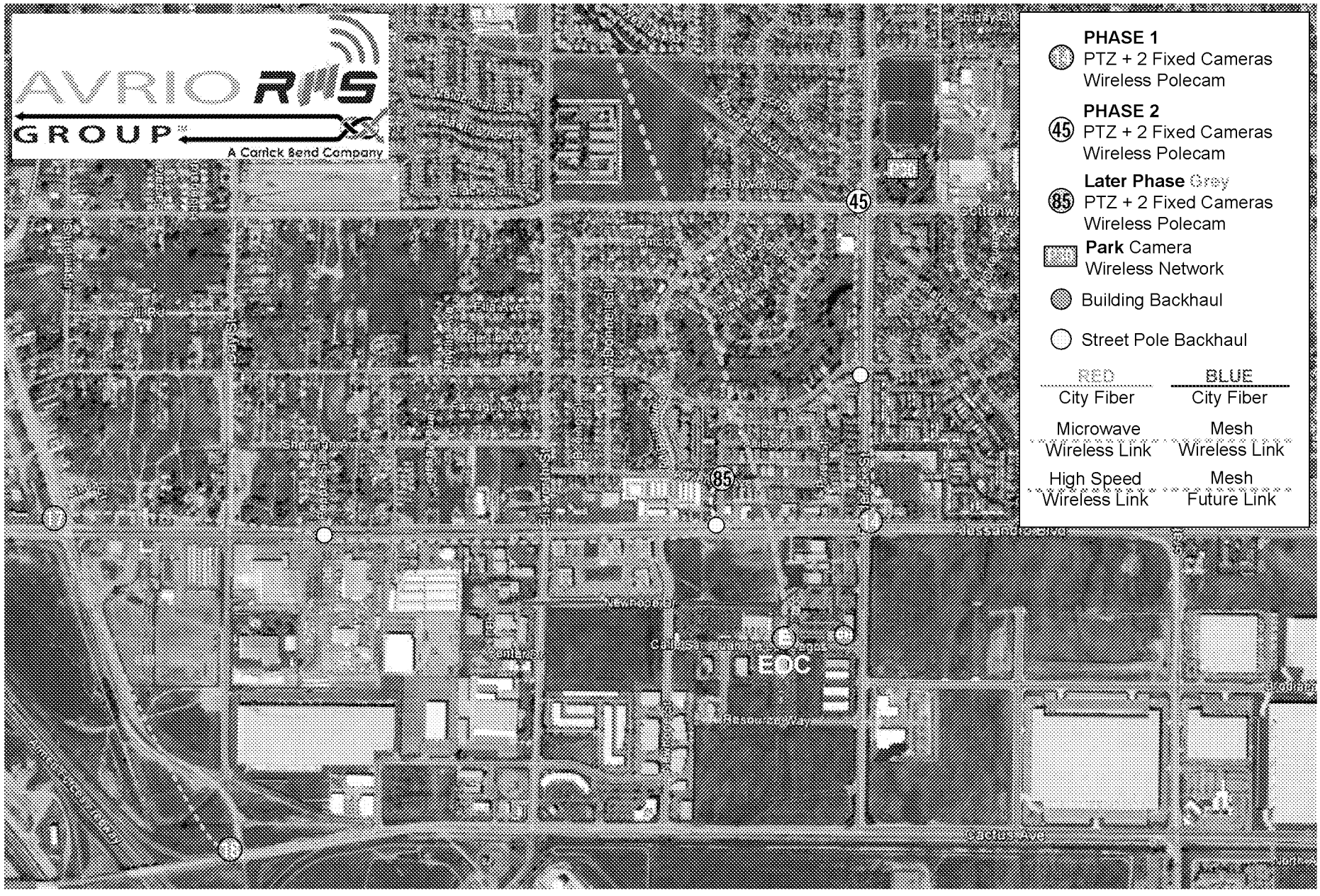

Owner:	Description:	File:	Designed by:
City of Moreno Valley	**Citywide Camera Surveillance System** West Center Network	MV-WestCenter.vsd Date May 3, 2012	AVRIO RMS Group

Appendix B. Camera Locations

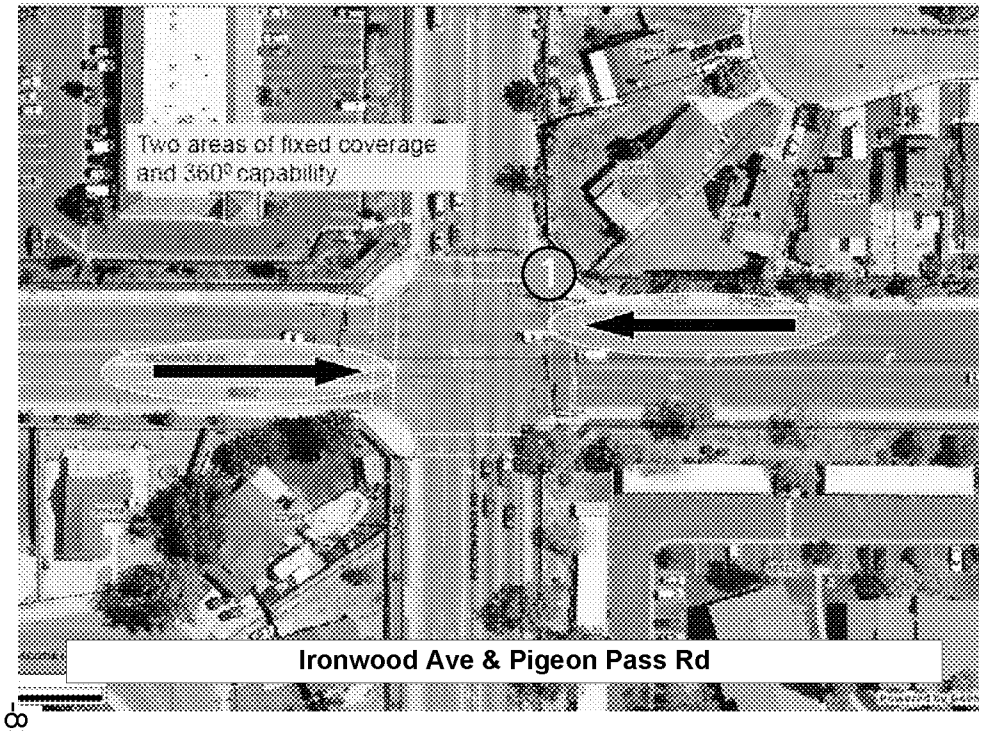

Ironwood Ave & Pigeon Pass Rd

Ironwood Ave & Graham St

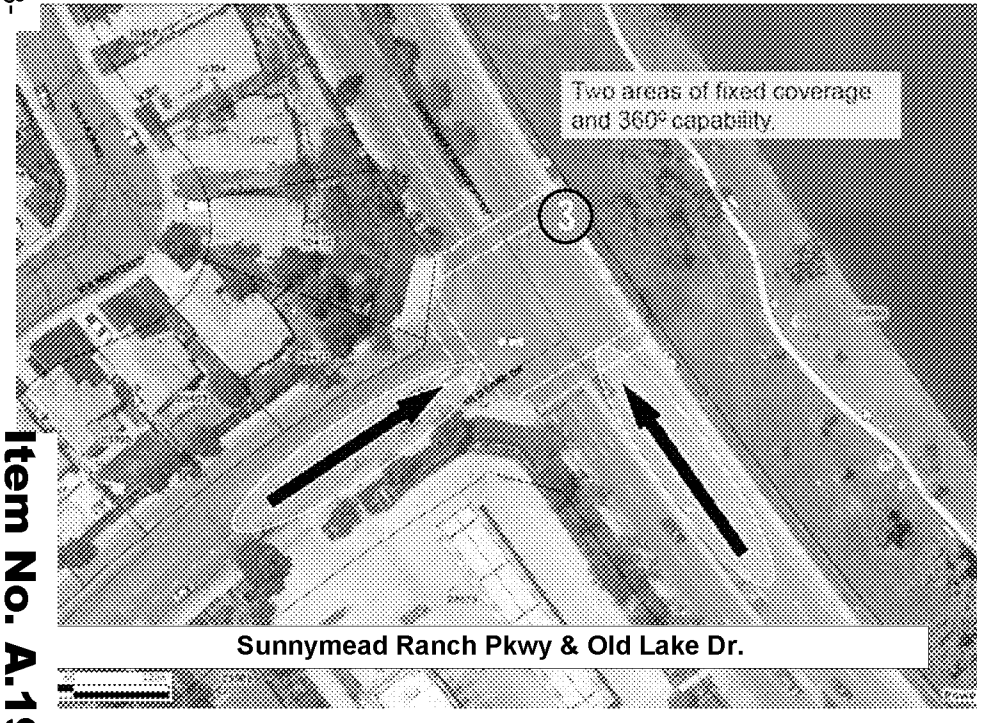

Sunnymead Ranch Pkwy & Old Lake Dr.

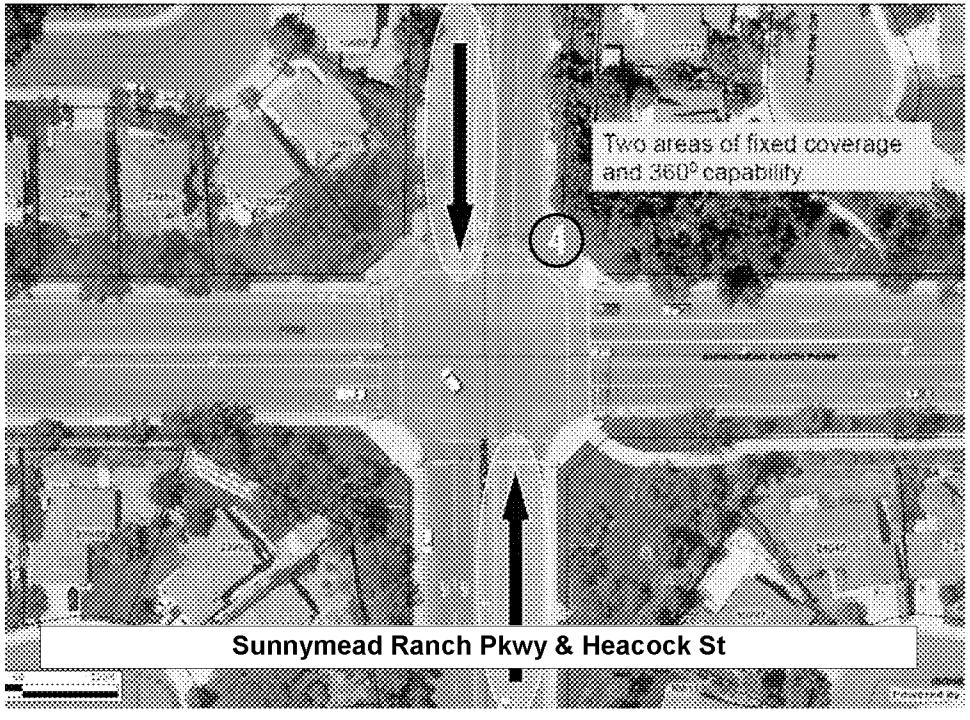

Sunnymead Ranch Pkwy & Heacock St

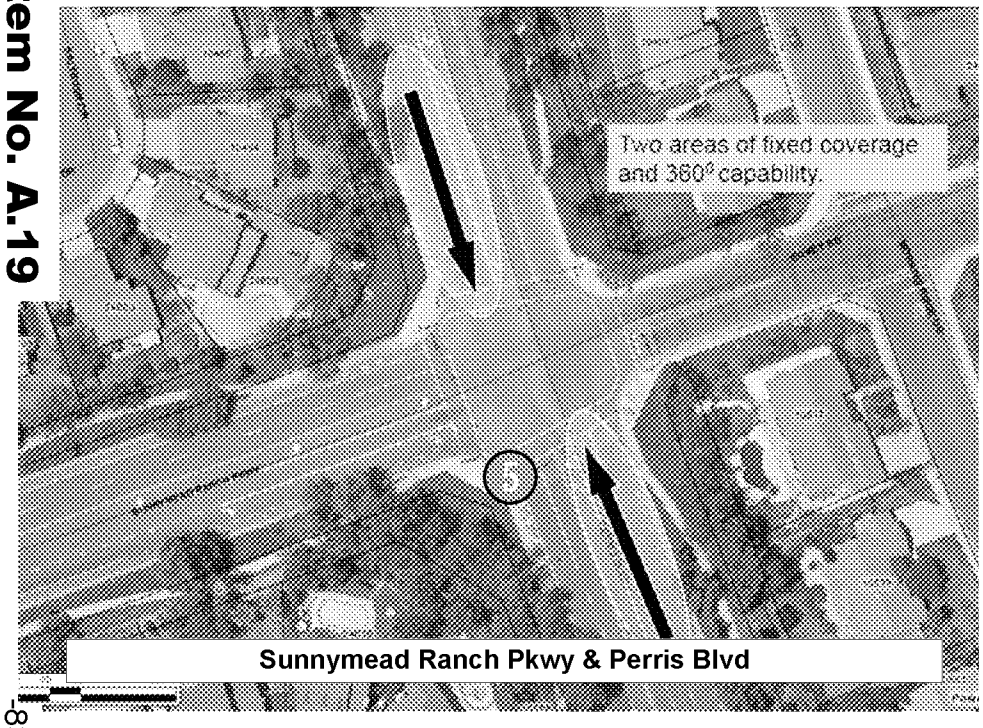

Sunnymead Ranch Pkwy & Perris Blvd

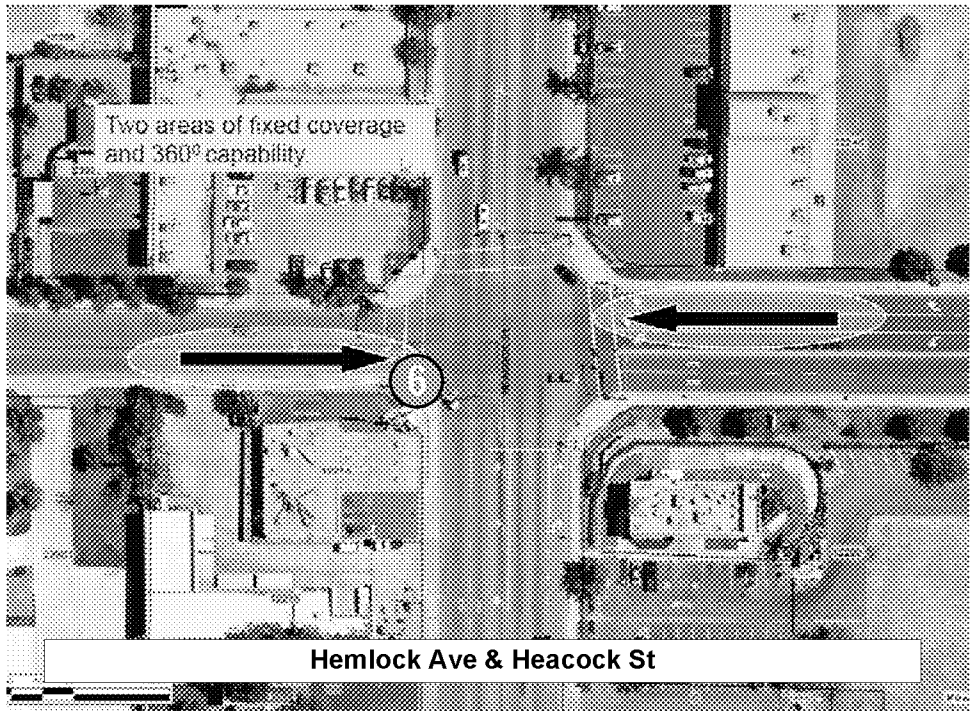

Hemlock Ave & Heacock St

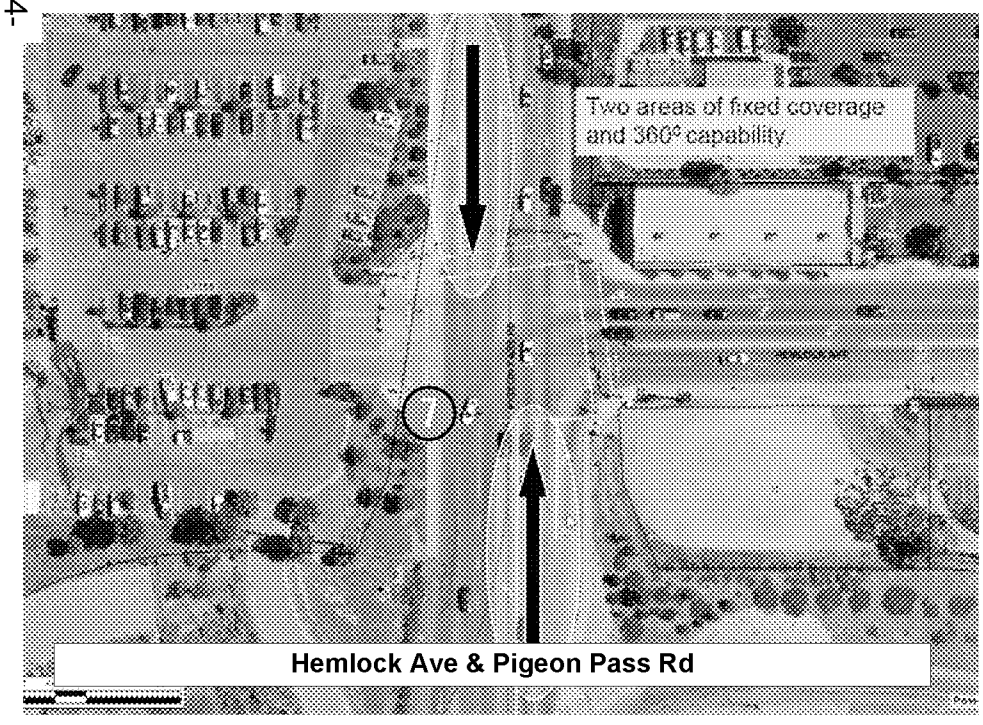

Hemlock Ave & Pigeon Pass Rd

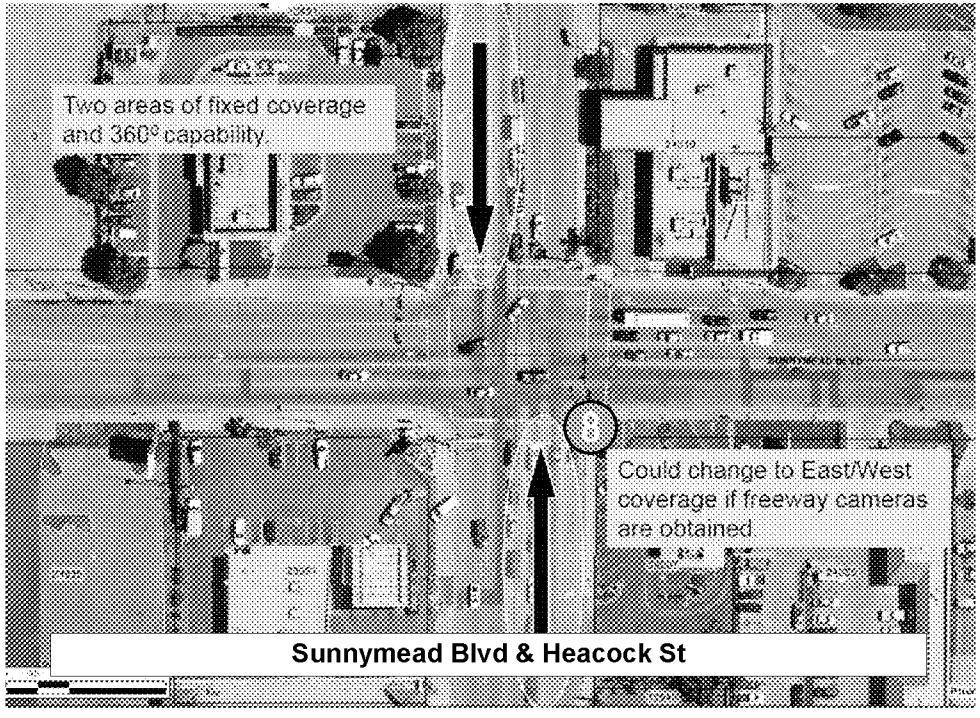

Sunnymead Blvd & Heacock St

MV00175240

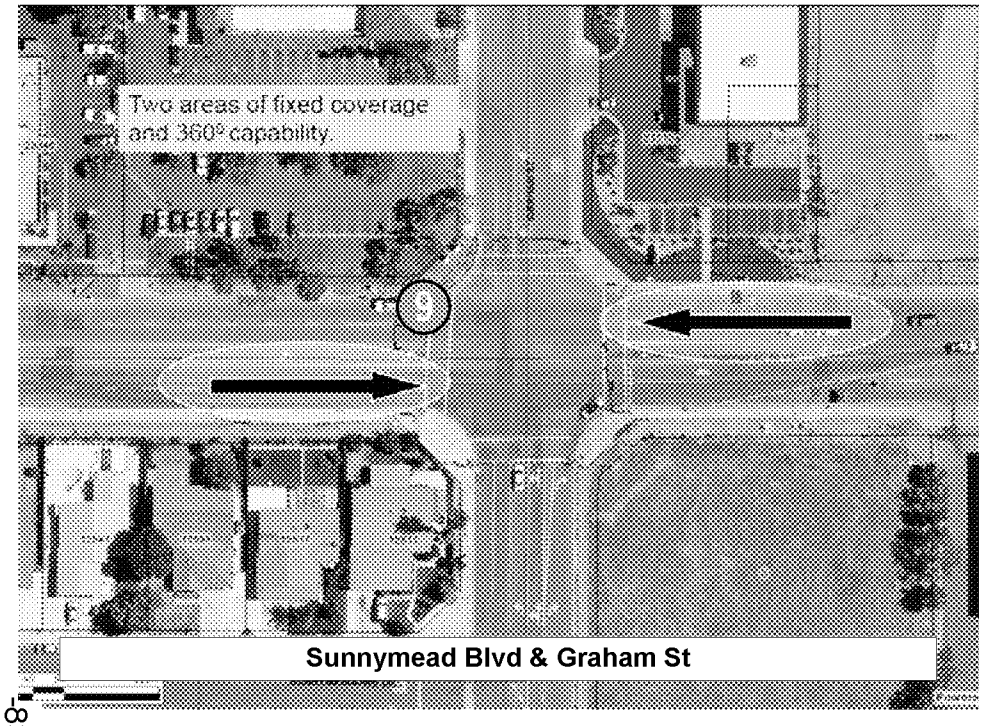

Sunnymead Blvd & Graham St

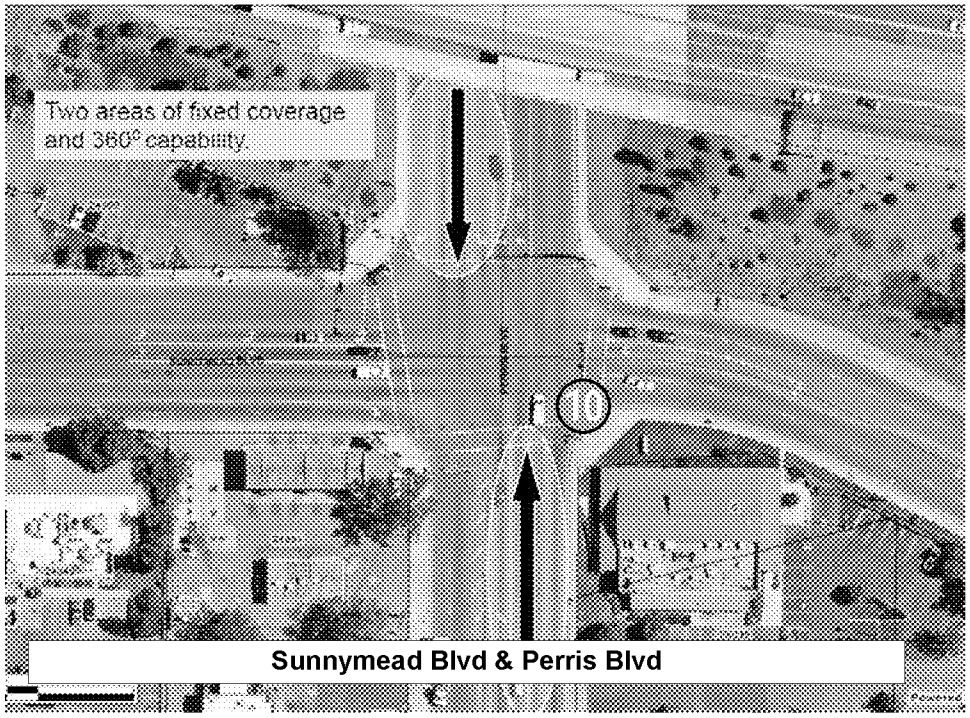

Sunnymead Blvd & Perris Blvd

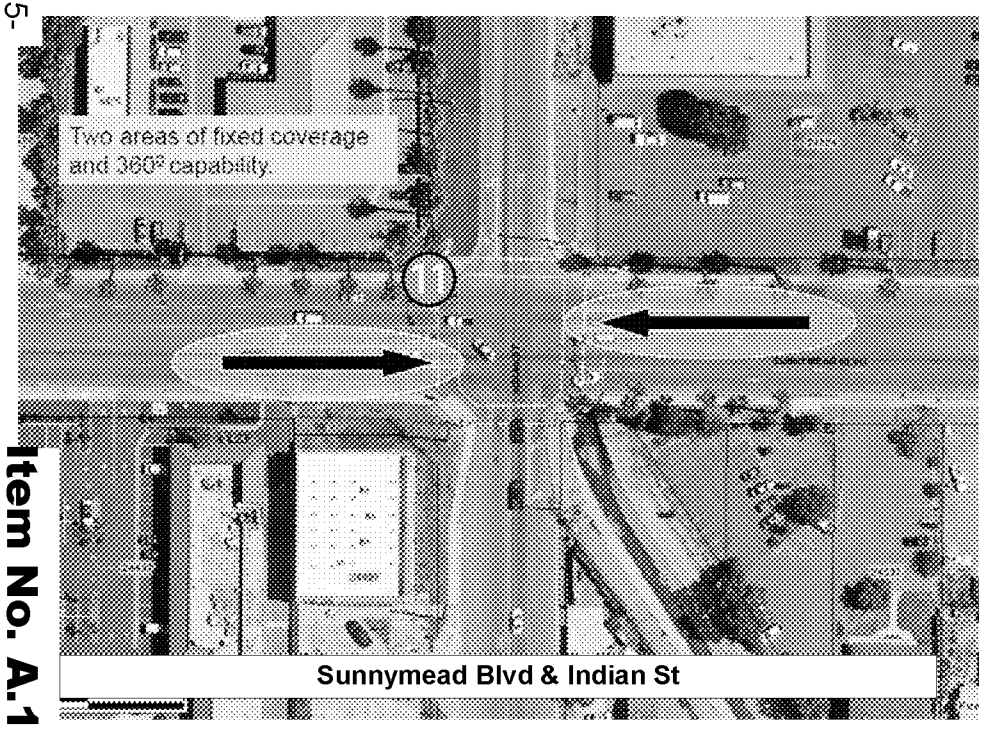

Sunnymead Blvd & Indian St

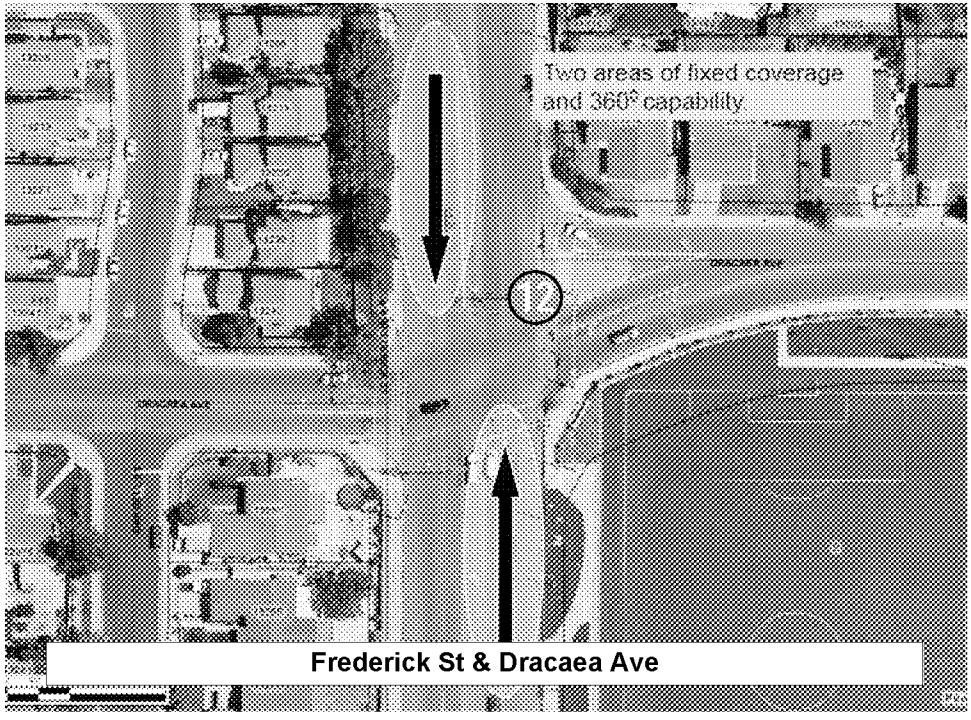

Frederick St & Dracaea Ave

MV00175241

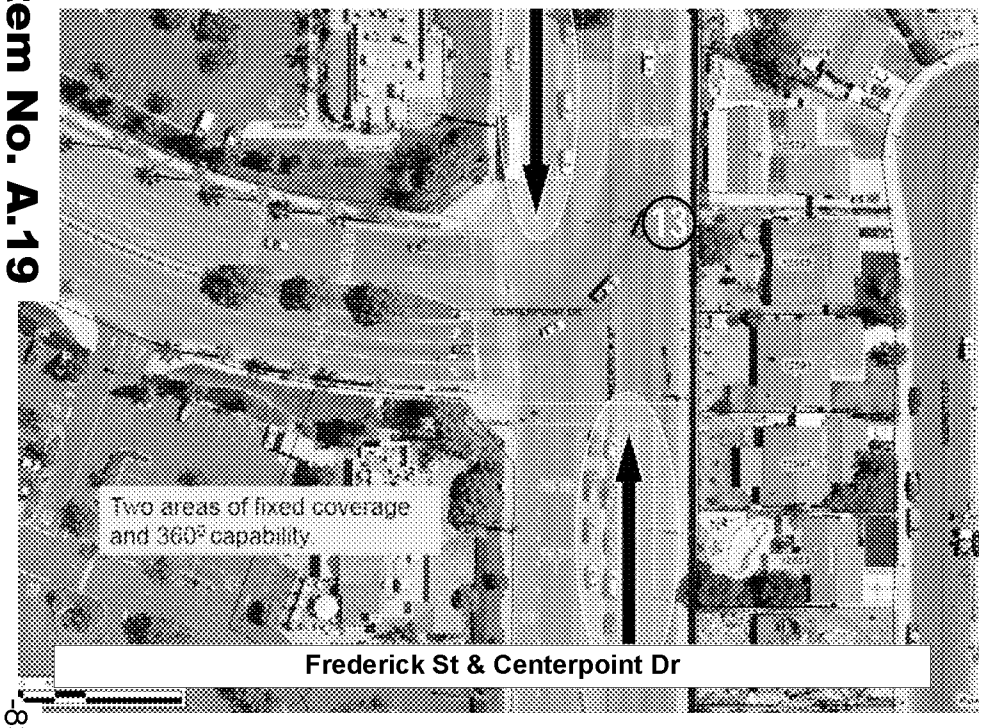

Frederick St & Centerpoint Dr

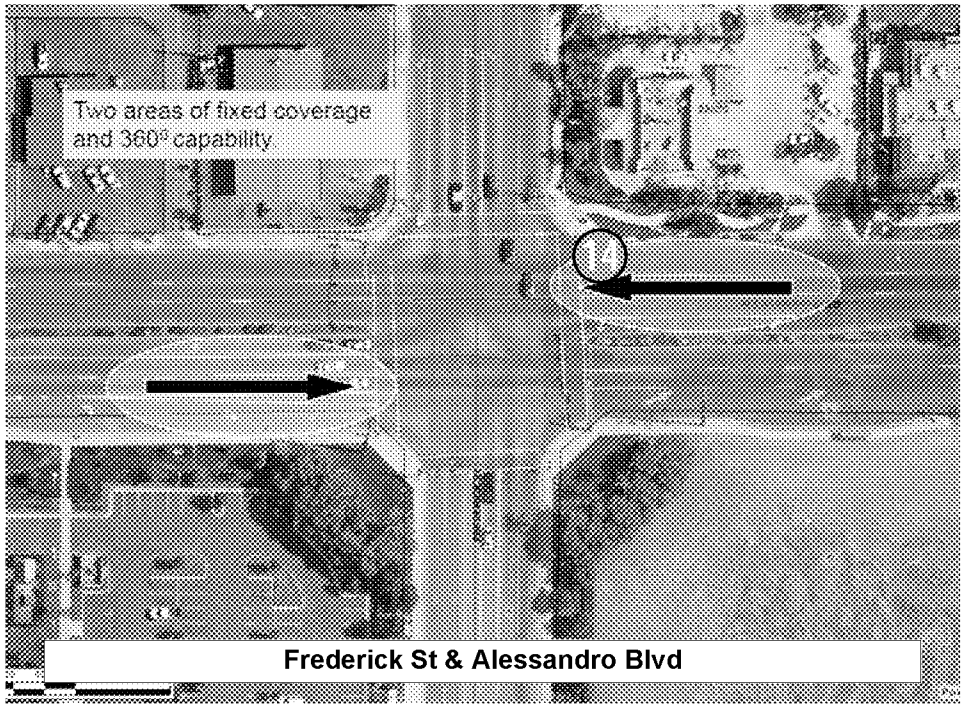

Frederick St & Alessandro Blvd

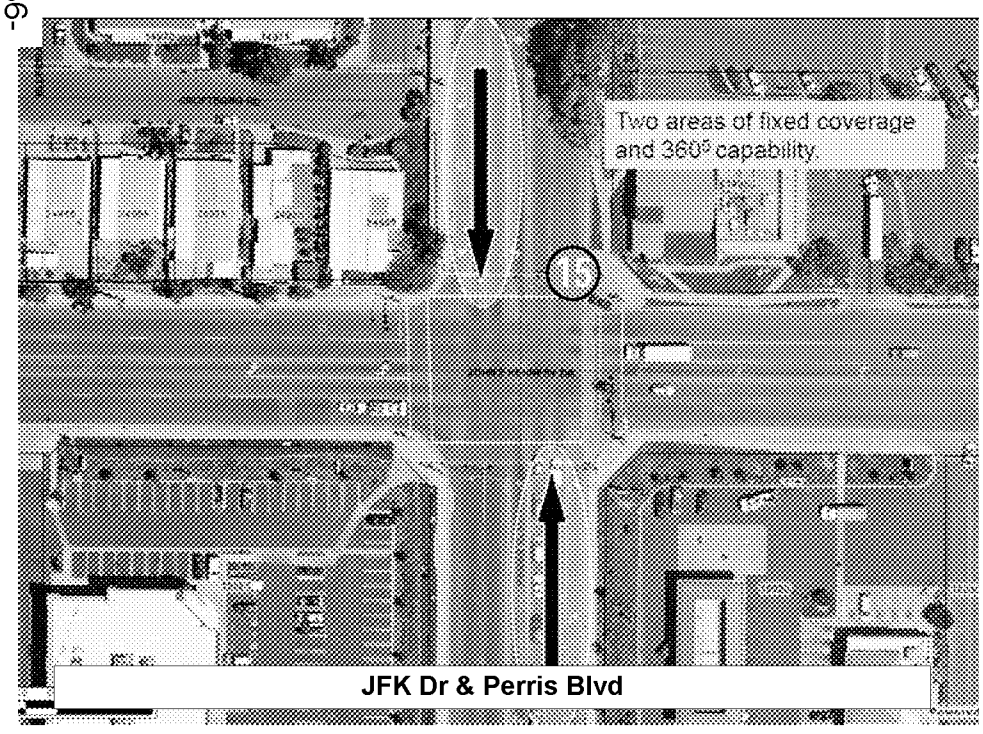

JFK Dr & Perris Blvd

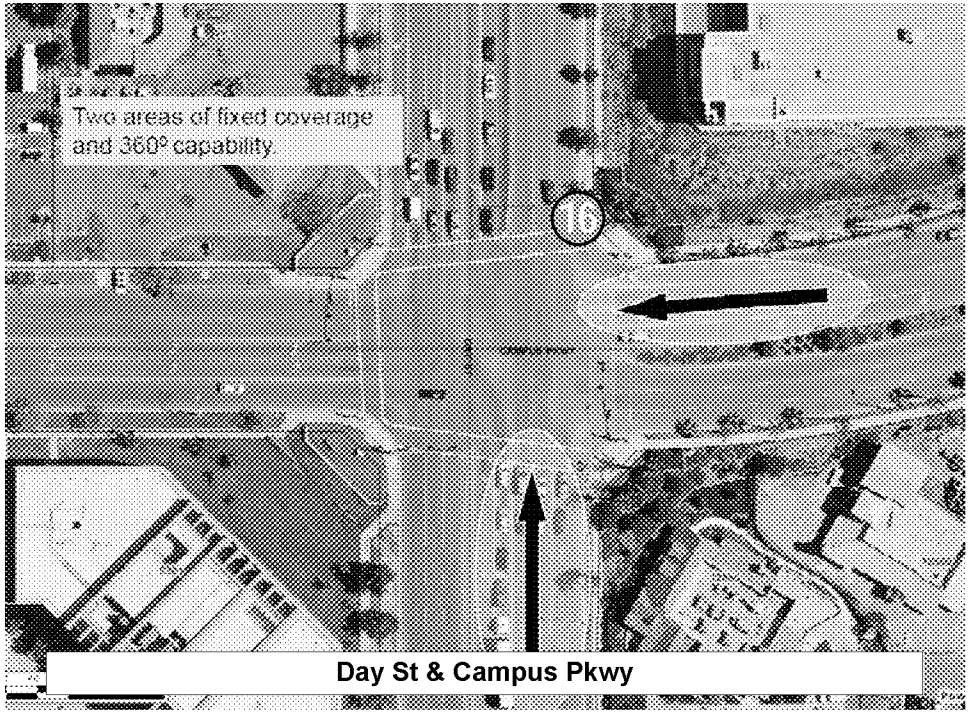

Day St & Campus Pkwy

MV00175242

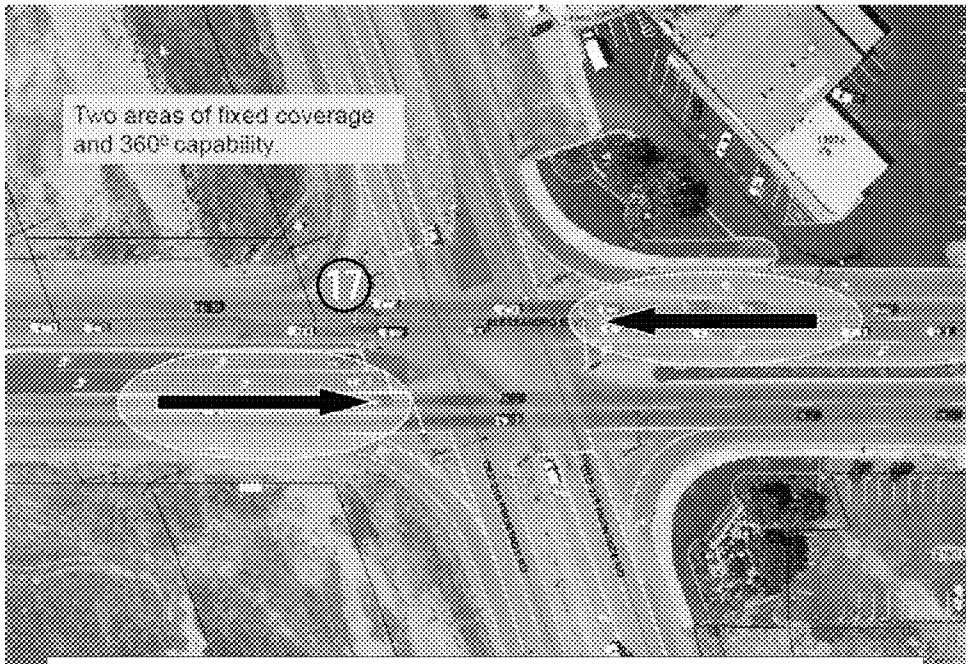

Frederick St & Alessandro Blvd

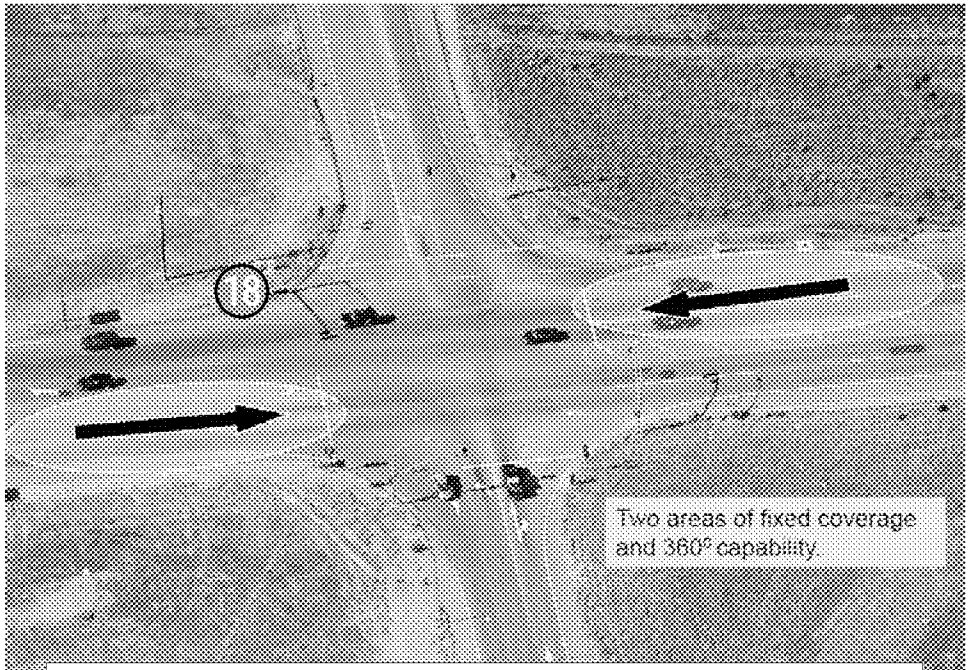

Old Hwy 215 & Cactus Ave

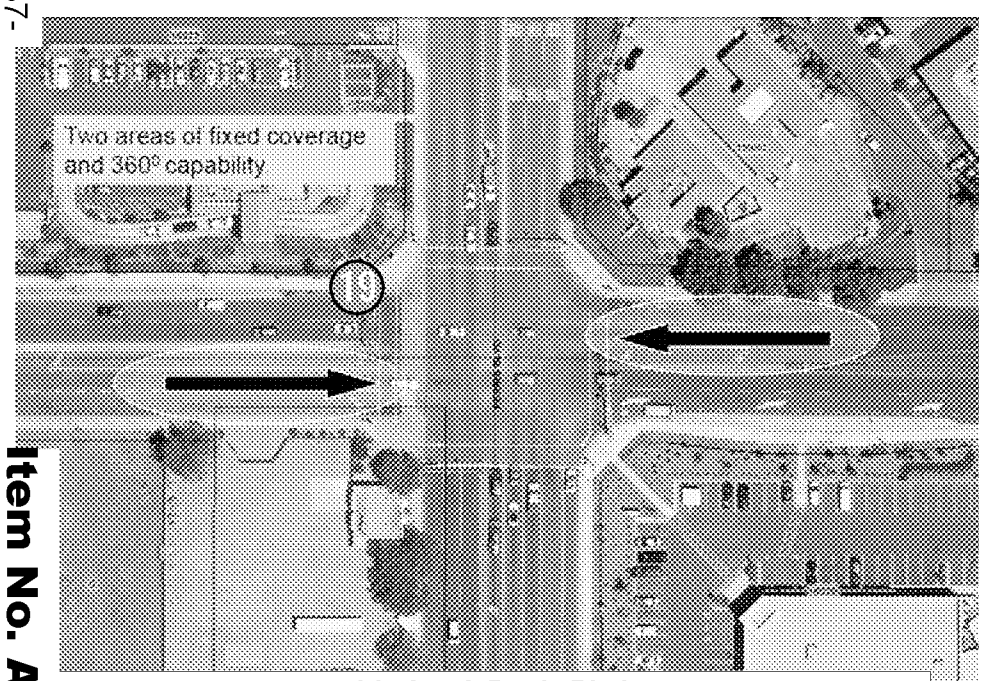

Iris Ave & Perris Blvd

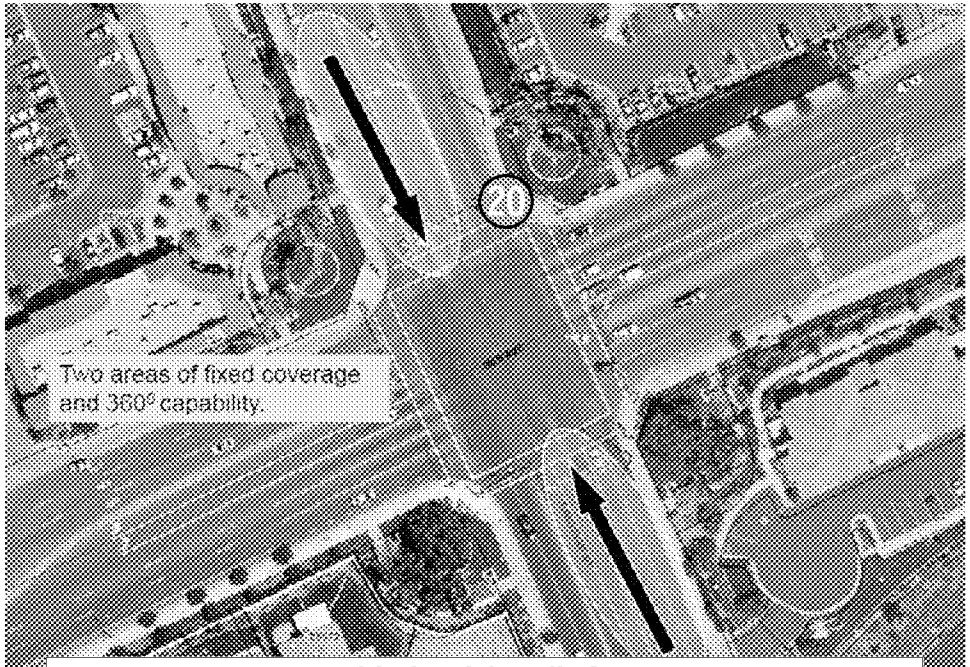

Iris Ave & Lasalle St

MV00175243

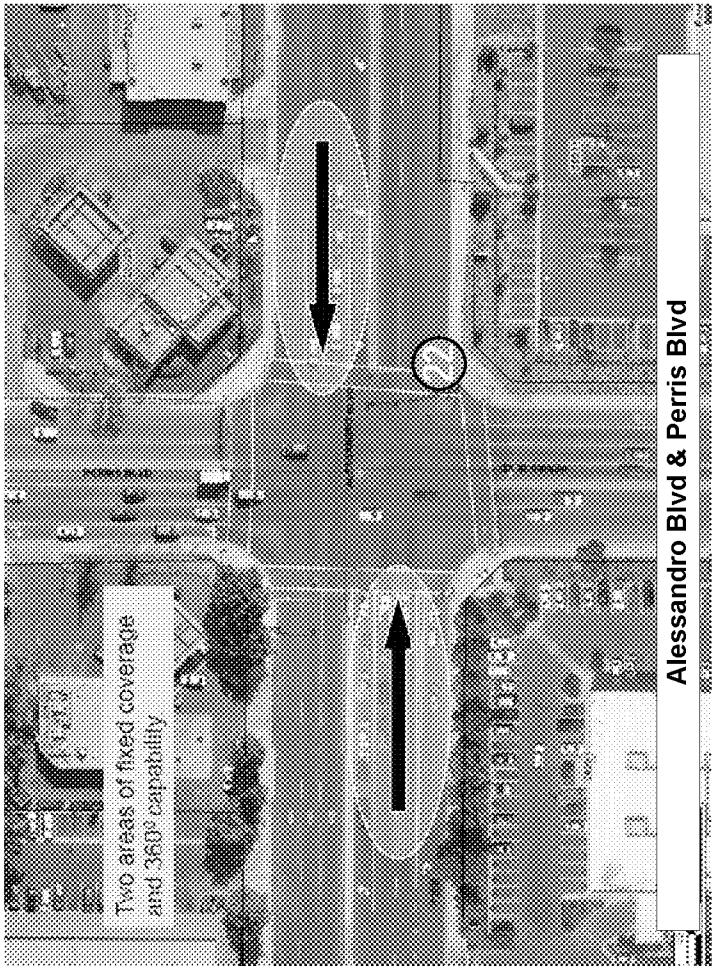

Alessandro Blvd & Perris Blvd

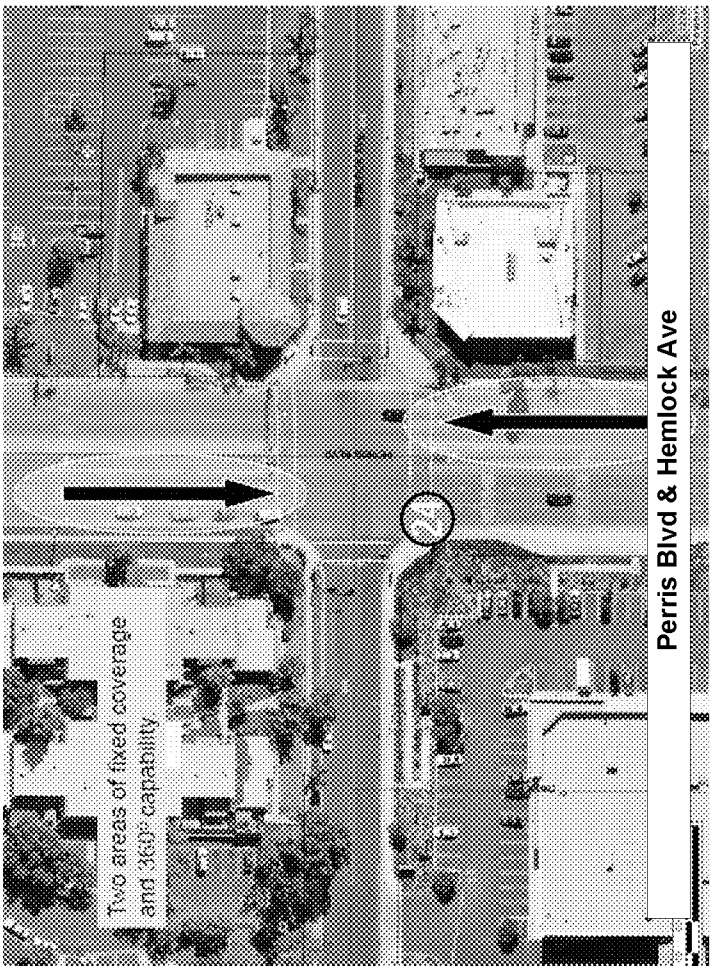

Perris Blvd & Hemlock Ave

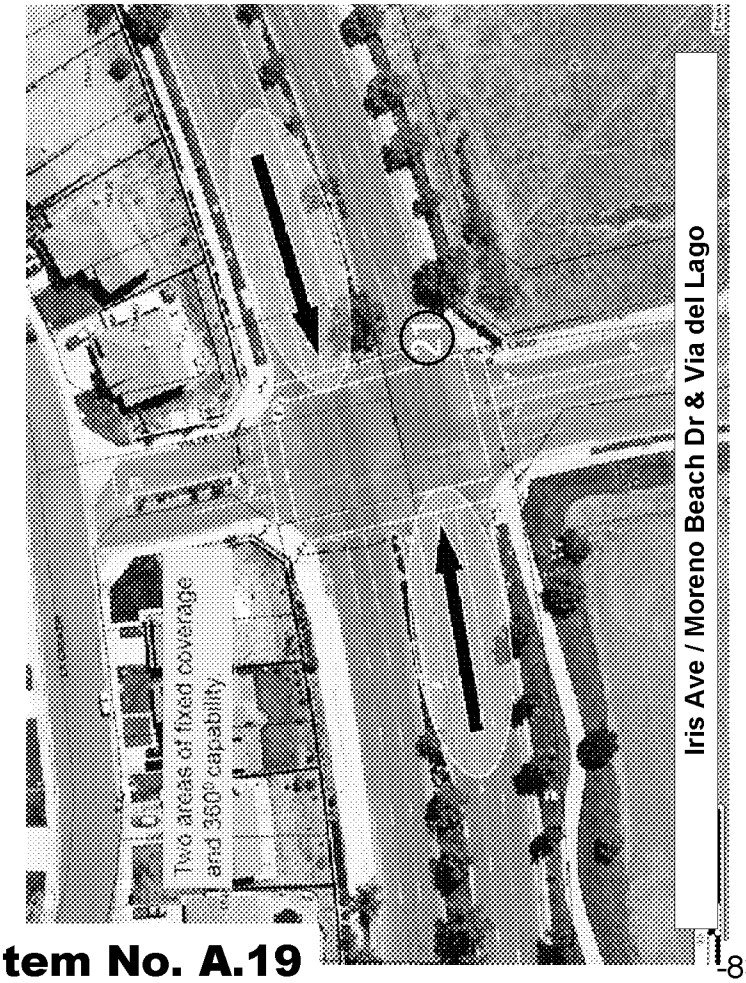

Iris Ave / Moreno Beach Dr & Via del Lago

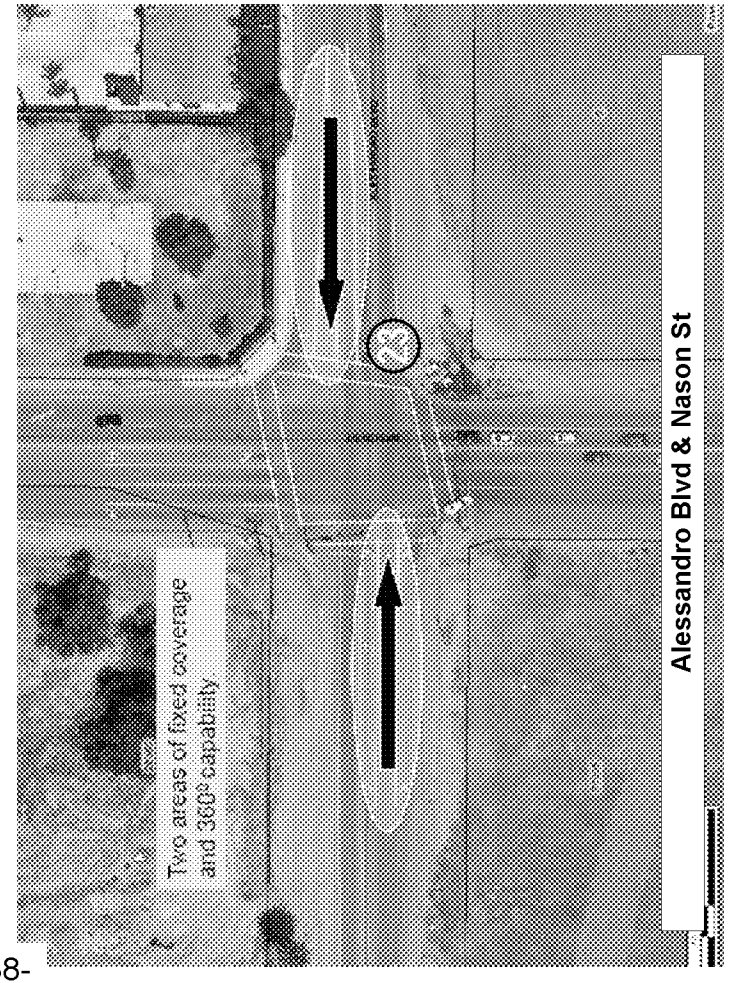

Alessandro Blvd & Nason St

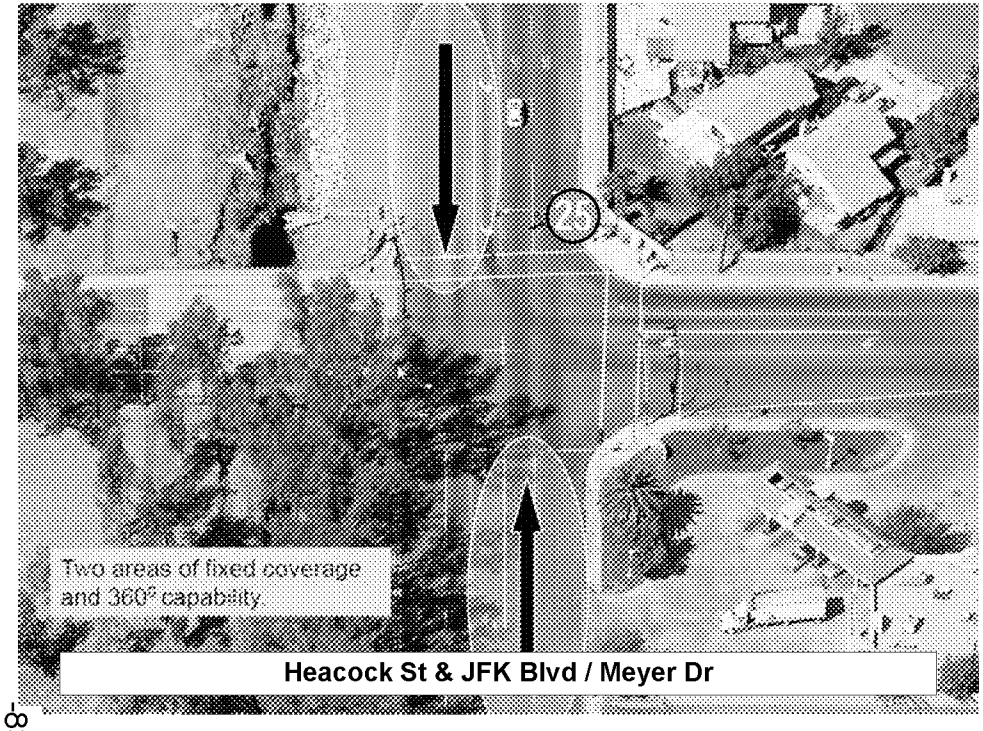

Heacock St & JFK Blvd / Meyer Dr

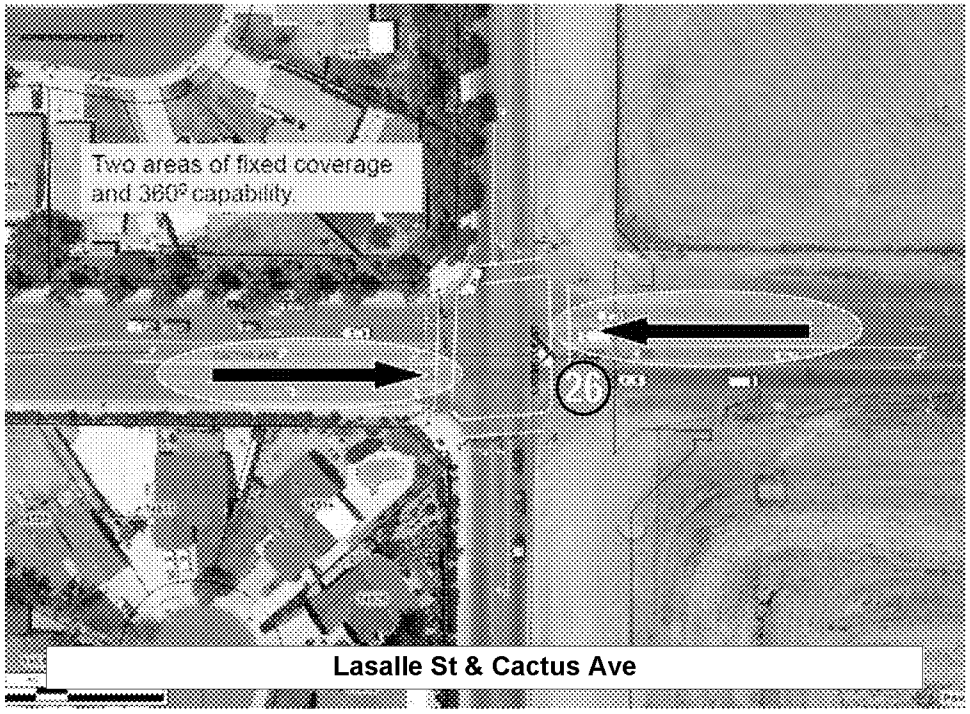

Lasalle St & Cactus Ave

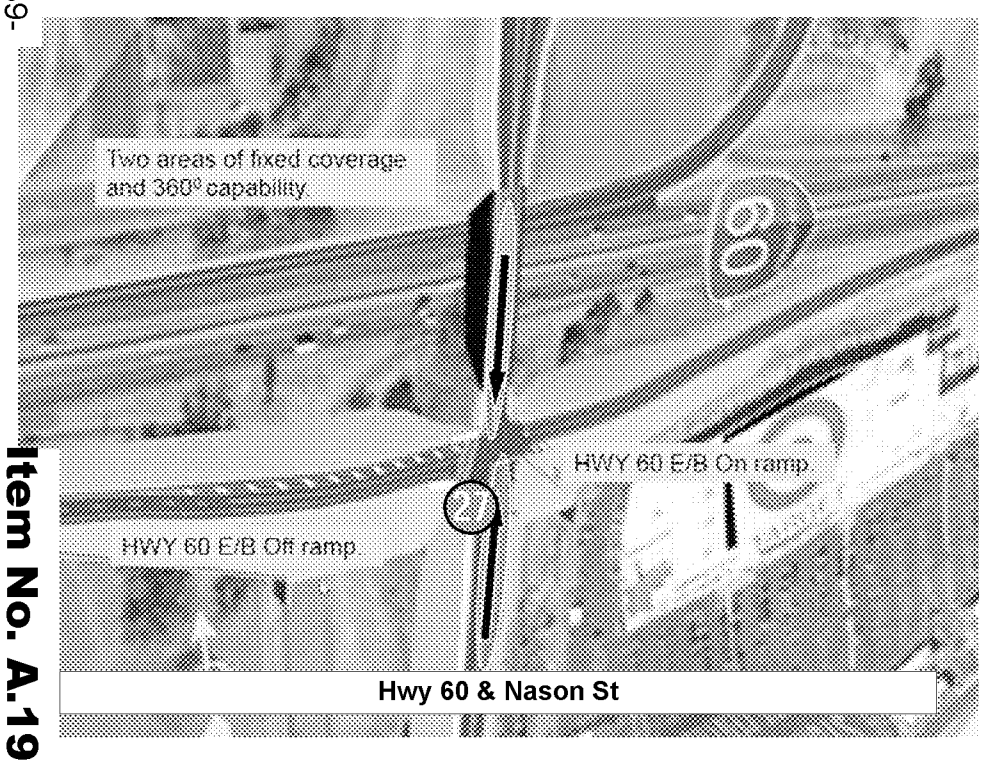

Hwy 60 & Nason St

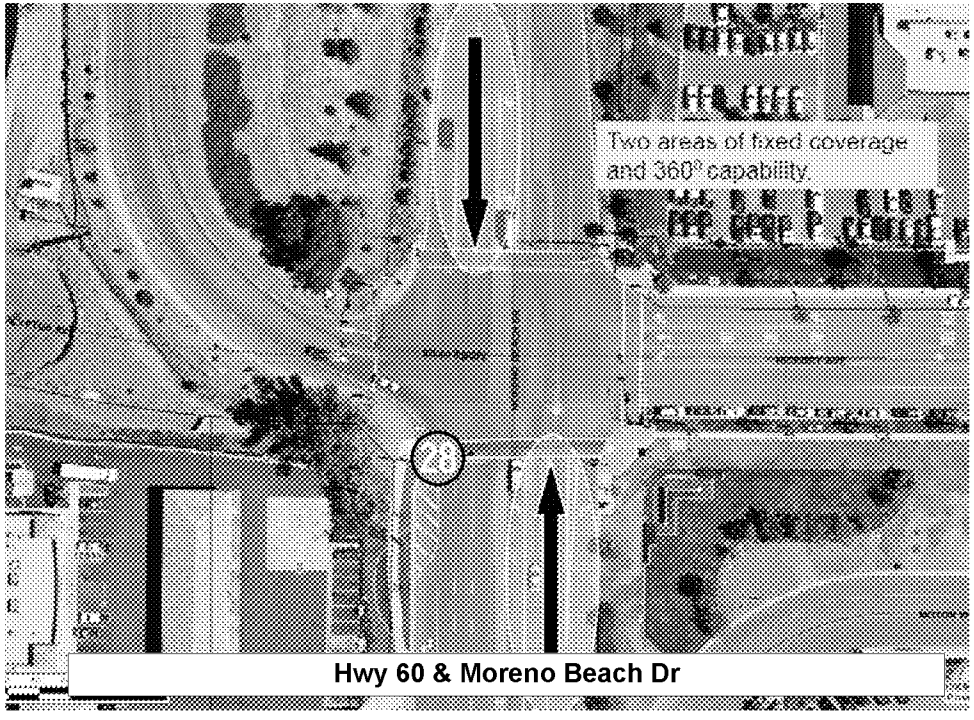

Hwy 60 & Moreno Beach Dr

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Ironwood Ave & Redlands Blvd

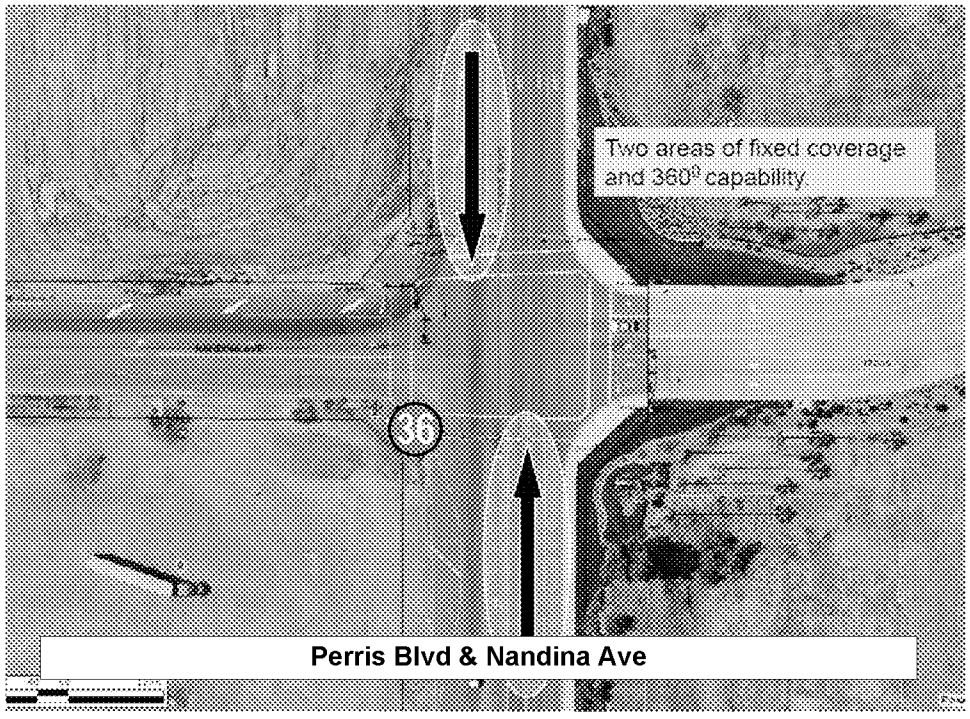

Perris Blvd & Nandina Ave

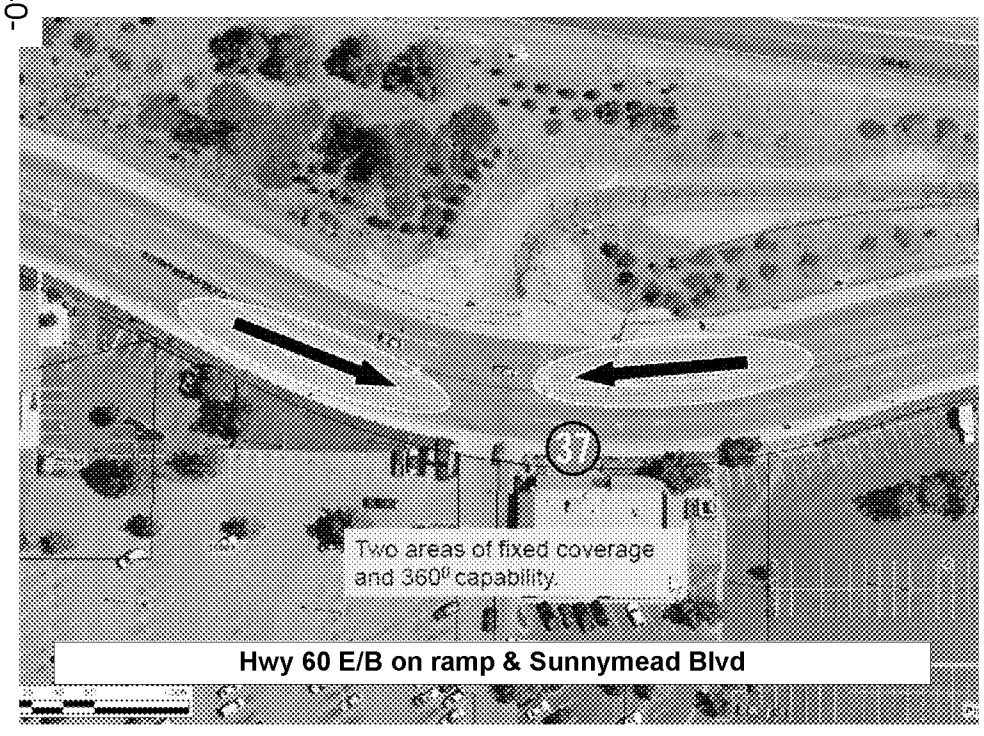

Hwy 60 E/B on ramp & Sunnymead Blvd

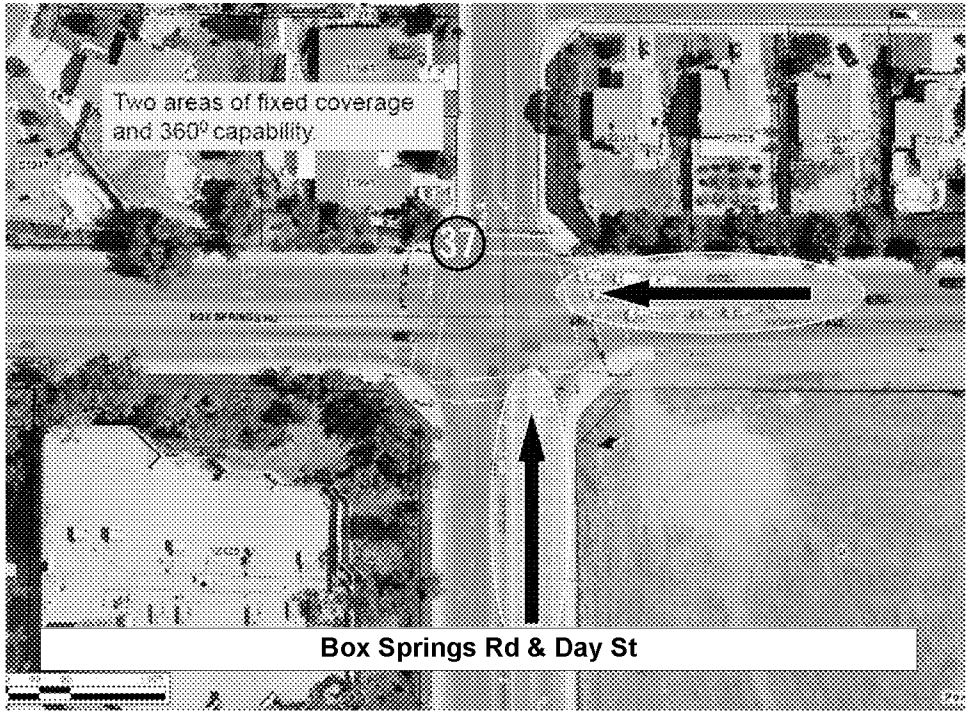

Box Springs Rd & Day St

MV00175246

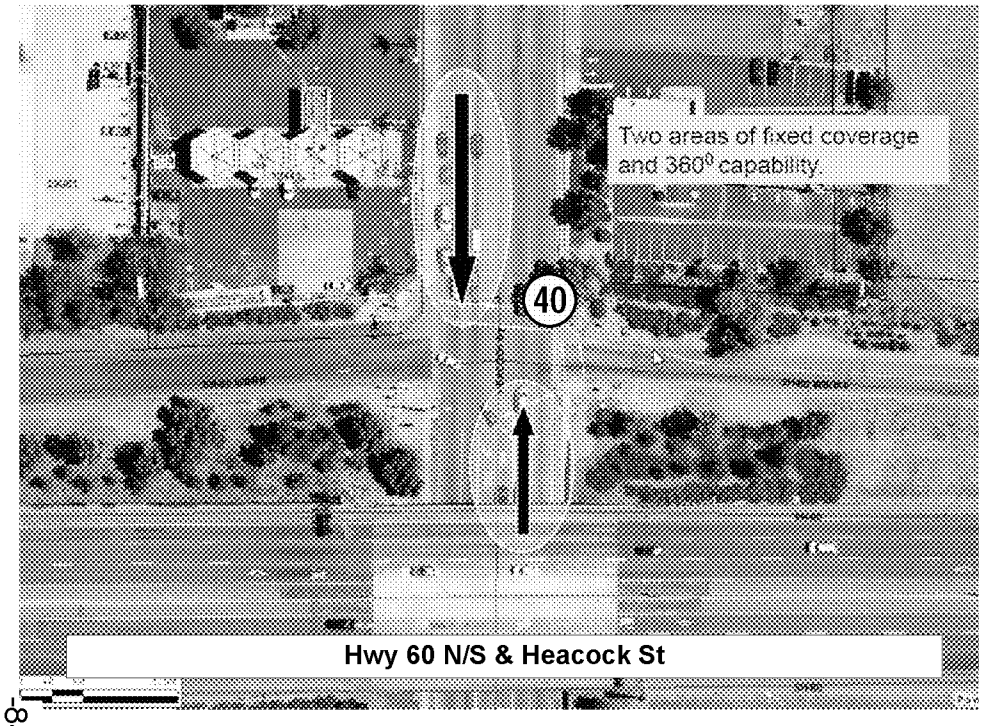

Hwy 60 N/S & Heacock St

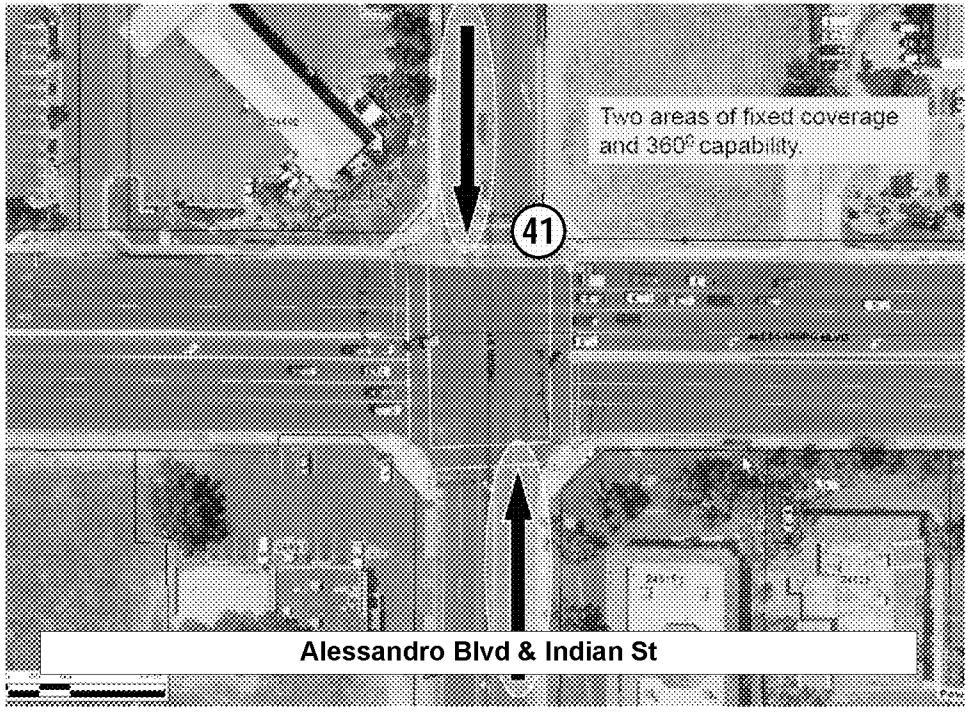

Alessandro Blvd & Indian St

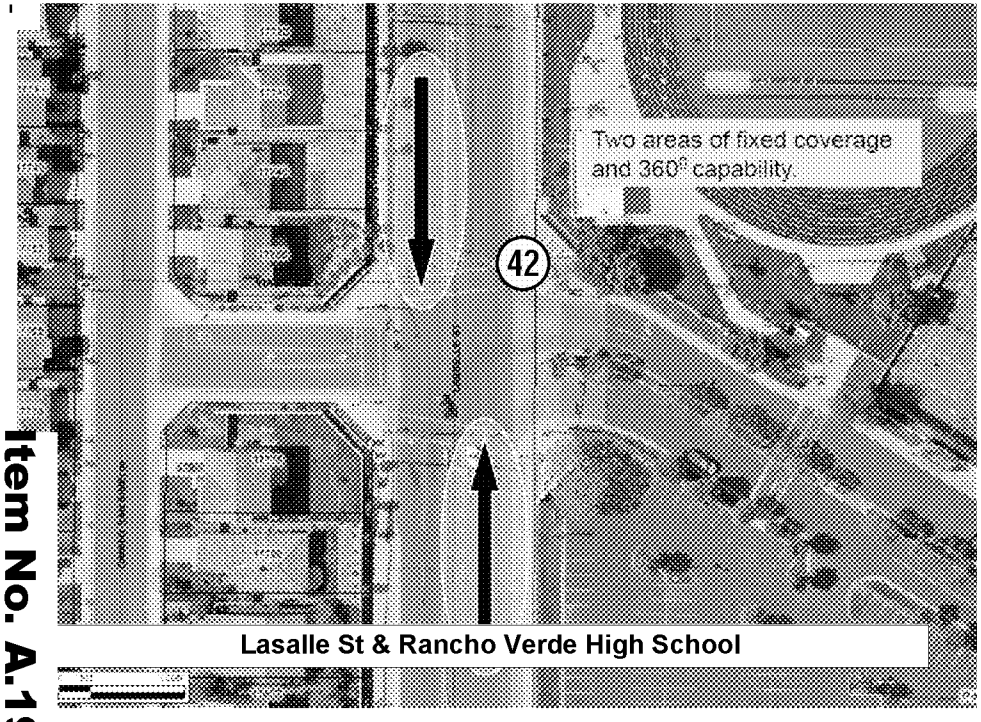

Lasalle St & Rancho Verde High School

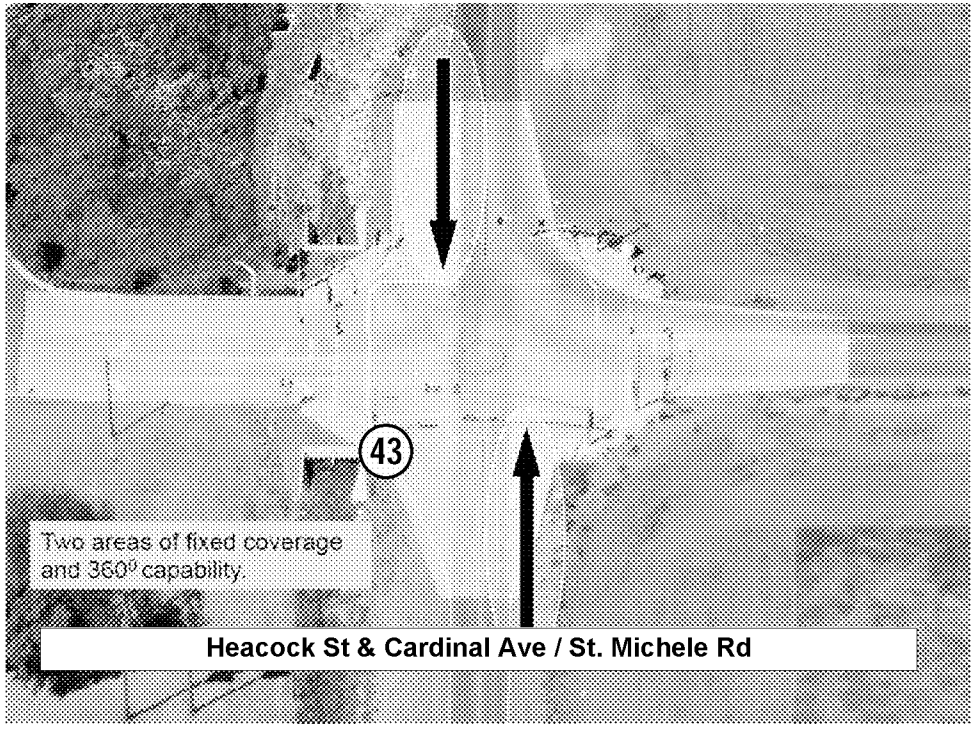

Heacock St & Cardinal Ave / St. Michele Rd

MV00175247

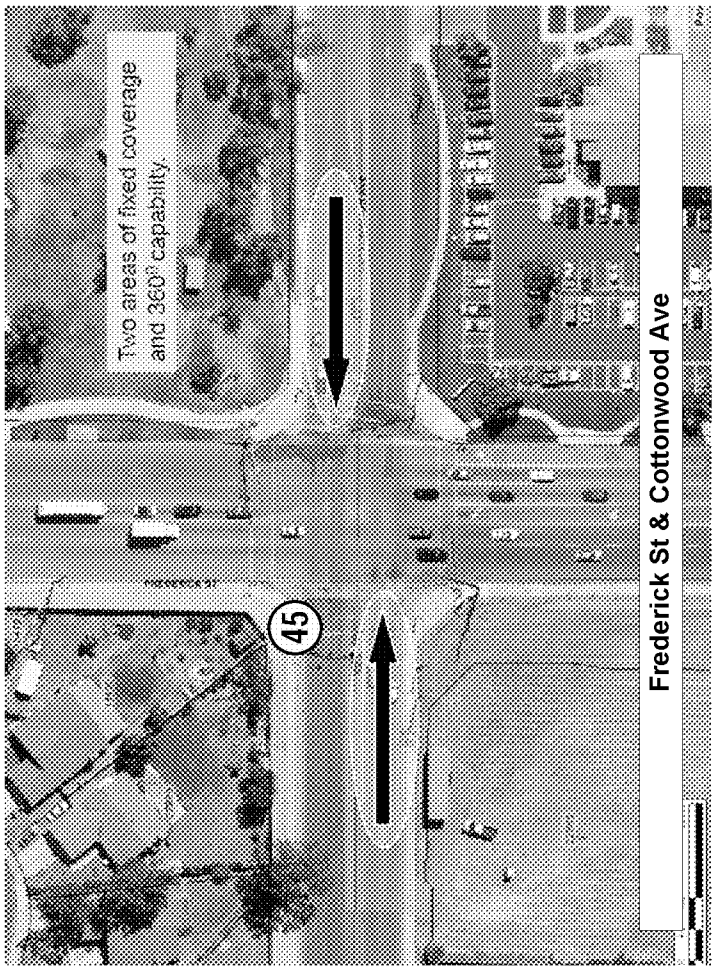
Two areas of fixed coverage
and 360° capability
45
Frederick St & Cottonwood Ave

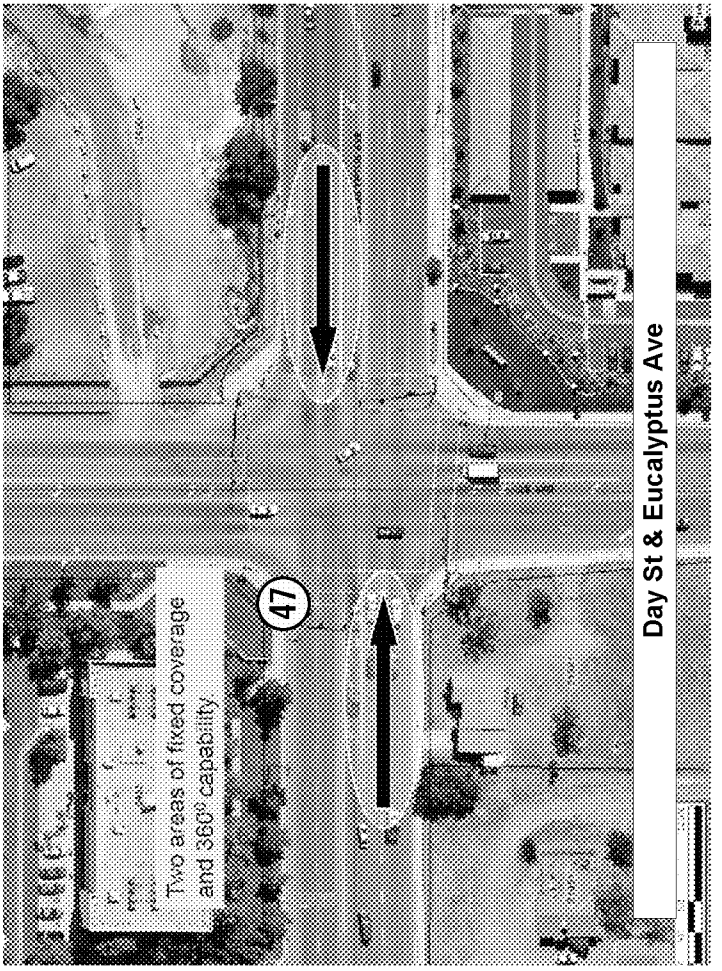
Two areas of fixed coverage
and 360° capability
47
Day St & Eucalyptus Ave

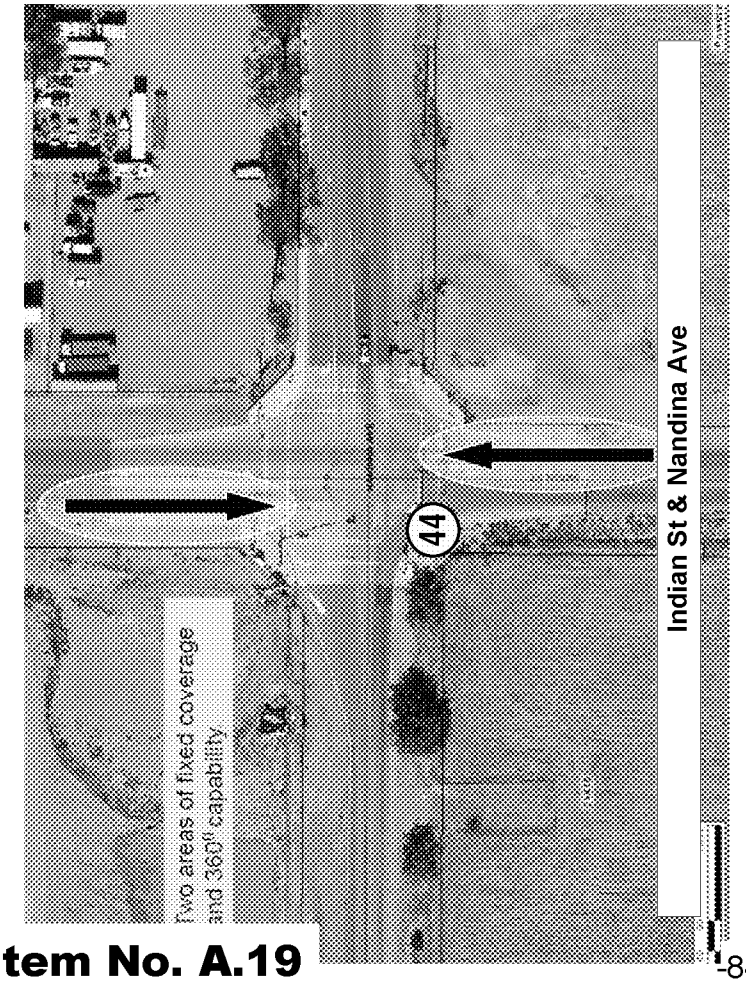
Two areas of fixed coverage
and 360° capability
44
Indian St & Nandina Ave

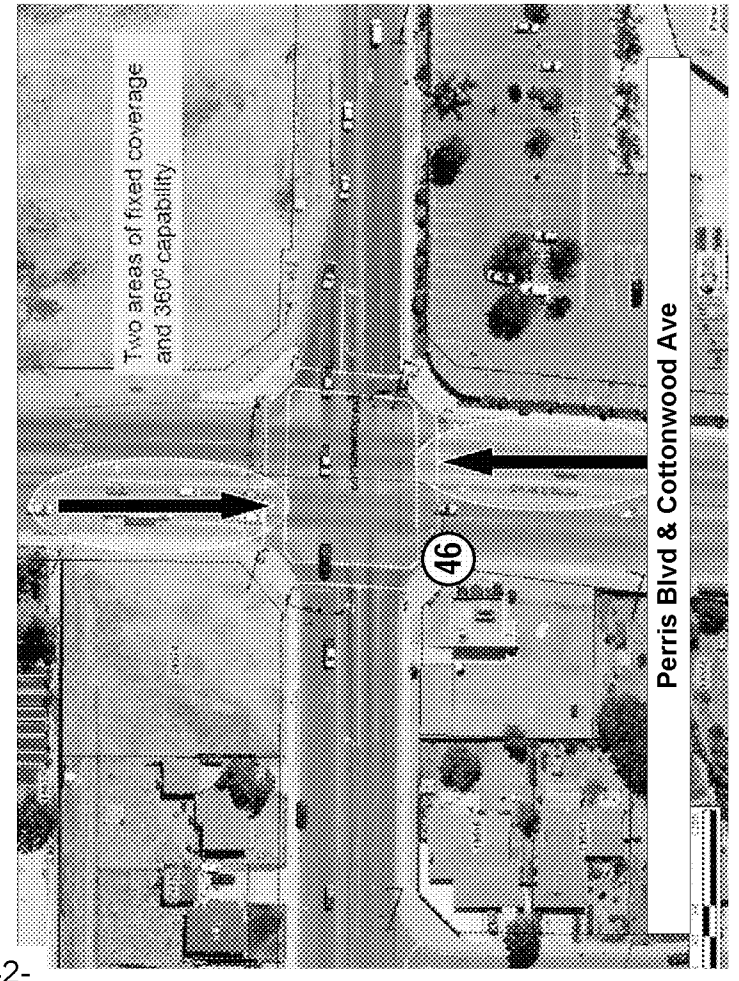
Two areas of fixed coverage
and 360° capability
46
Perris Blvd & Cottonwood Ave

Item No. A.19

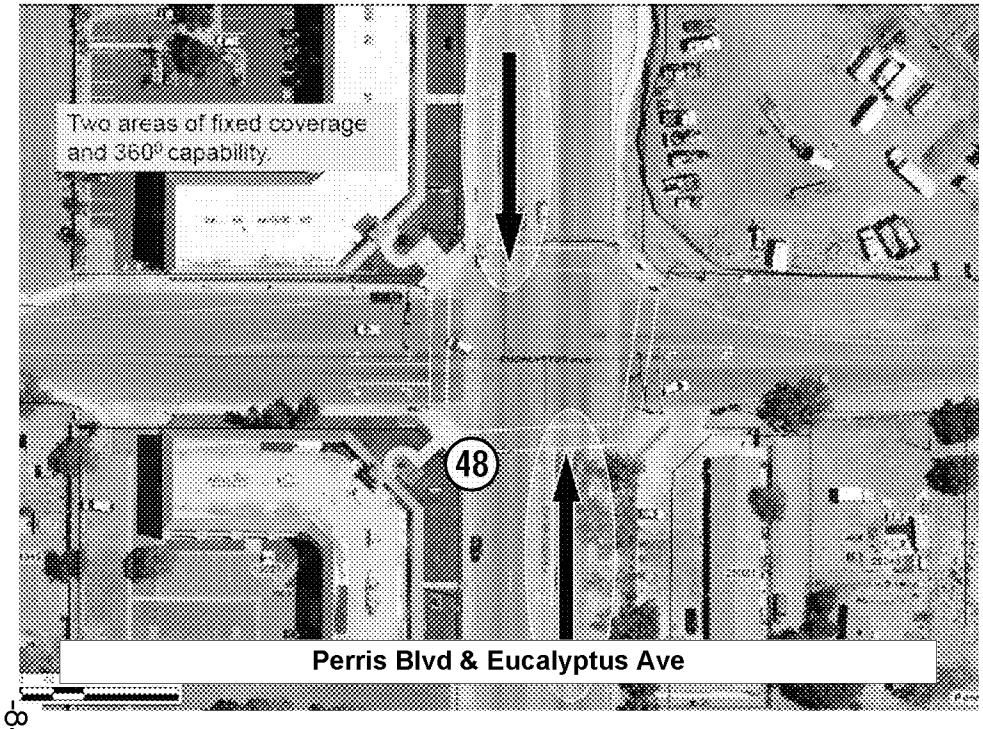

Perris Blvd & Eucalyptus Ave

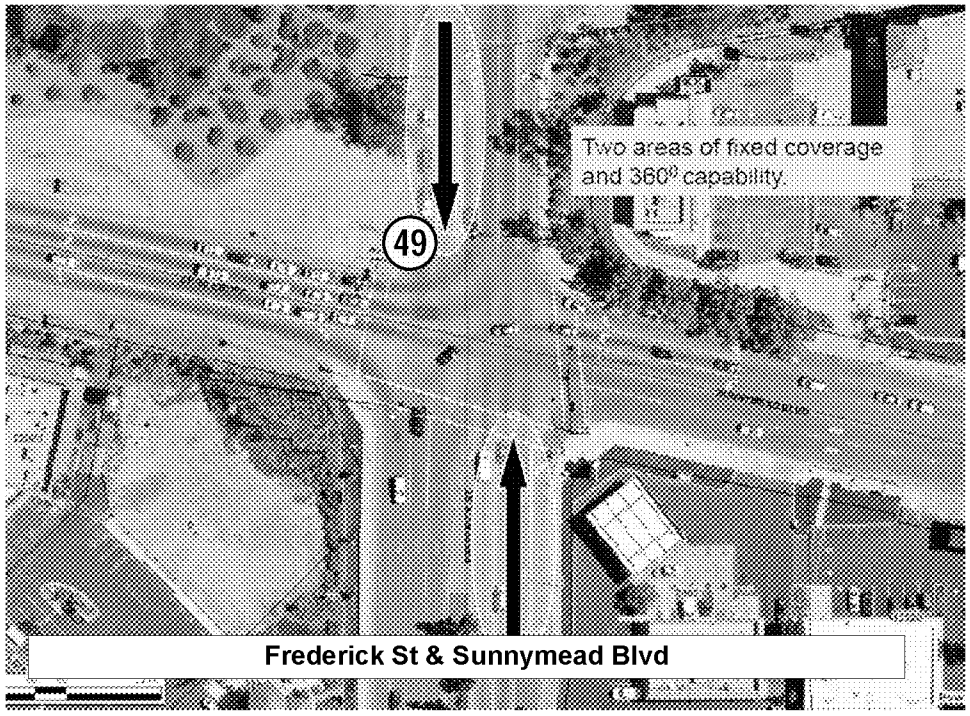

Frederick St & Sunnymead Blvd

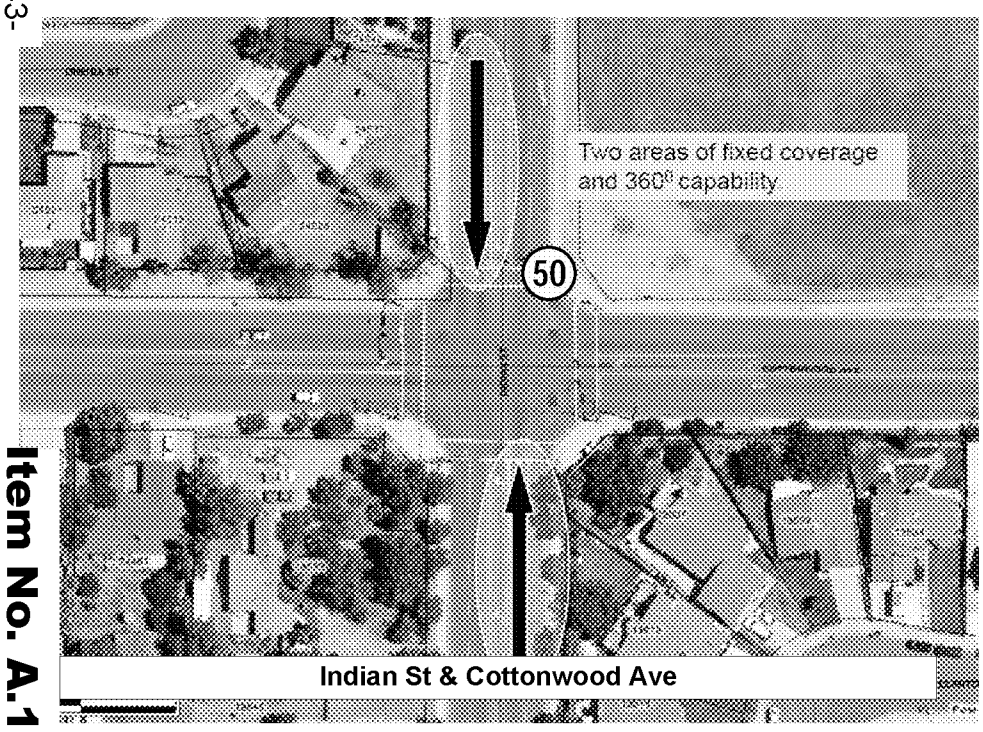

Indian St & Cottonwood Ave

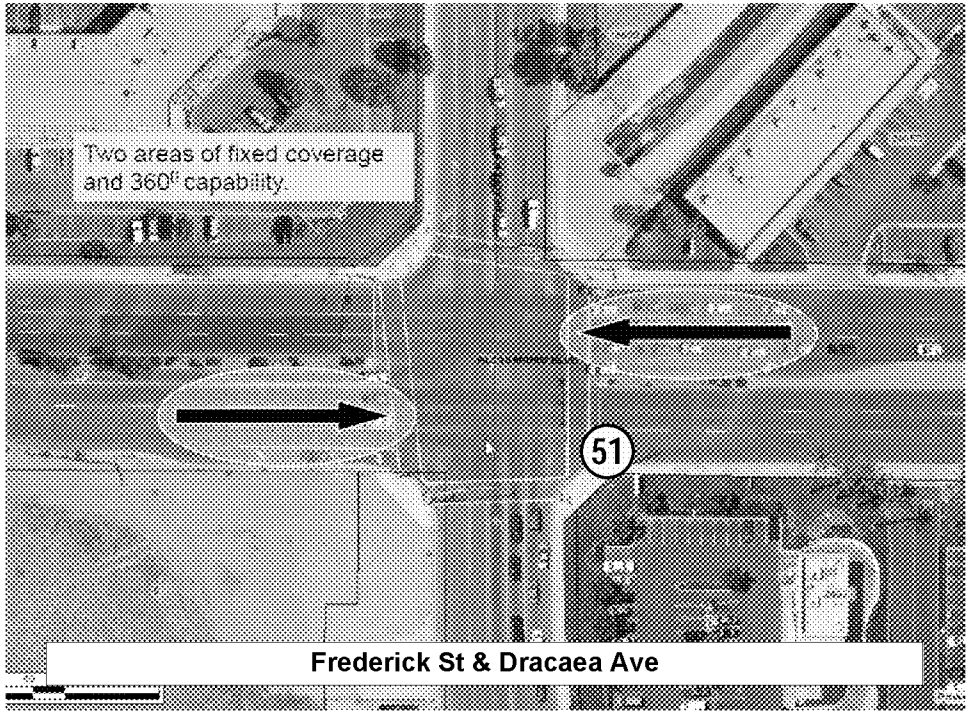

Frederick St & Dracaea Ave

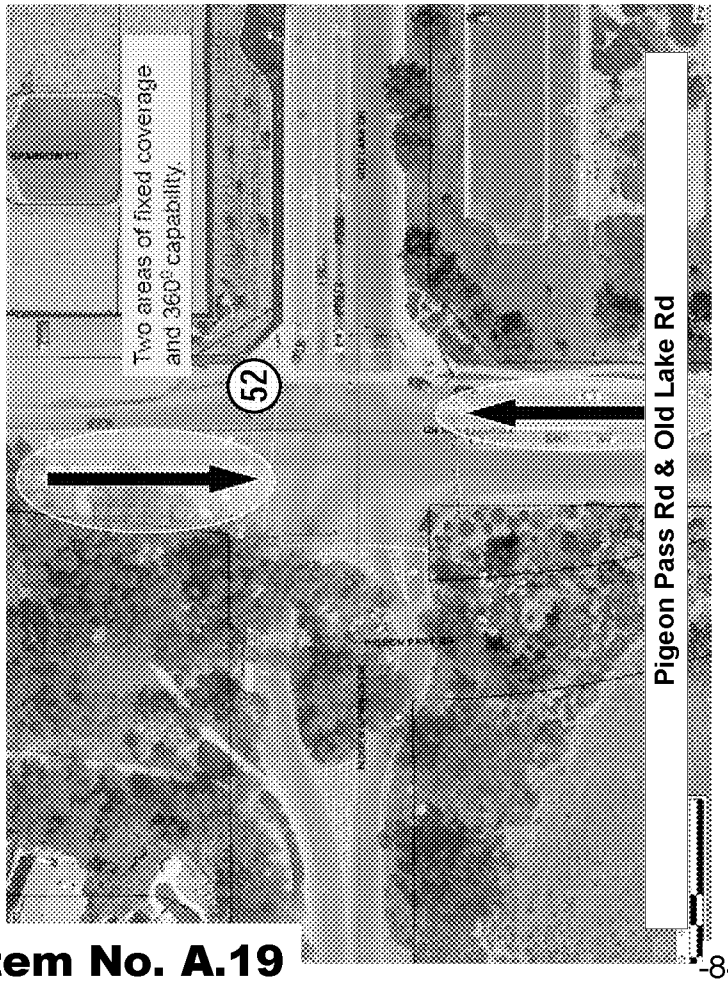
Two areas of fixed coverage
and 360° capability
52
Pigeon Pass Rd & Old Lake Rd

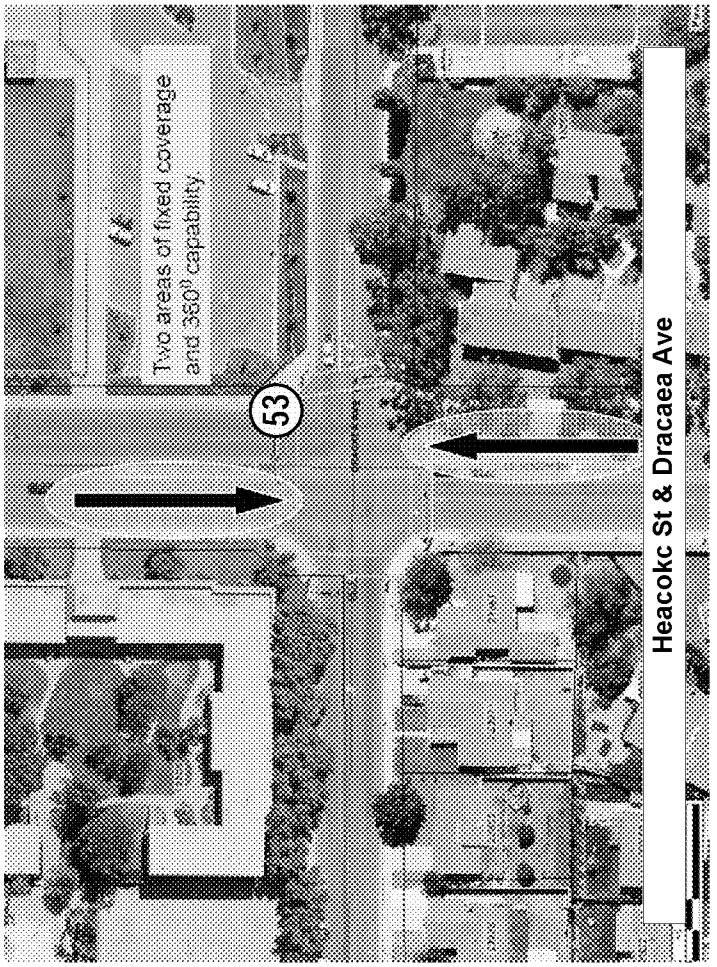
Two areas of fixed coverage
and 360° capability
53
Heacokc St & Dracaea Ave

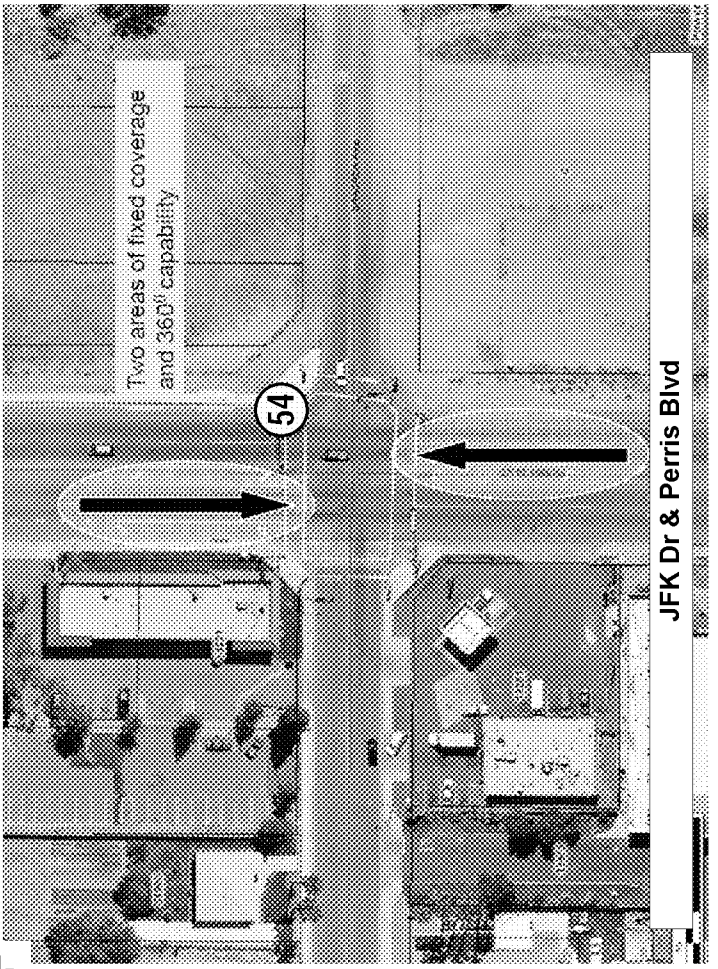
Two areas of fixed coverage
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54
JFK Dr & Perris Blvd

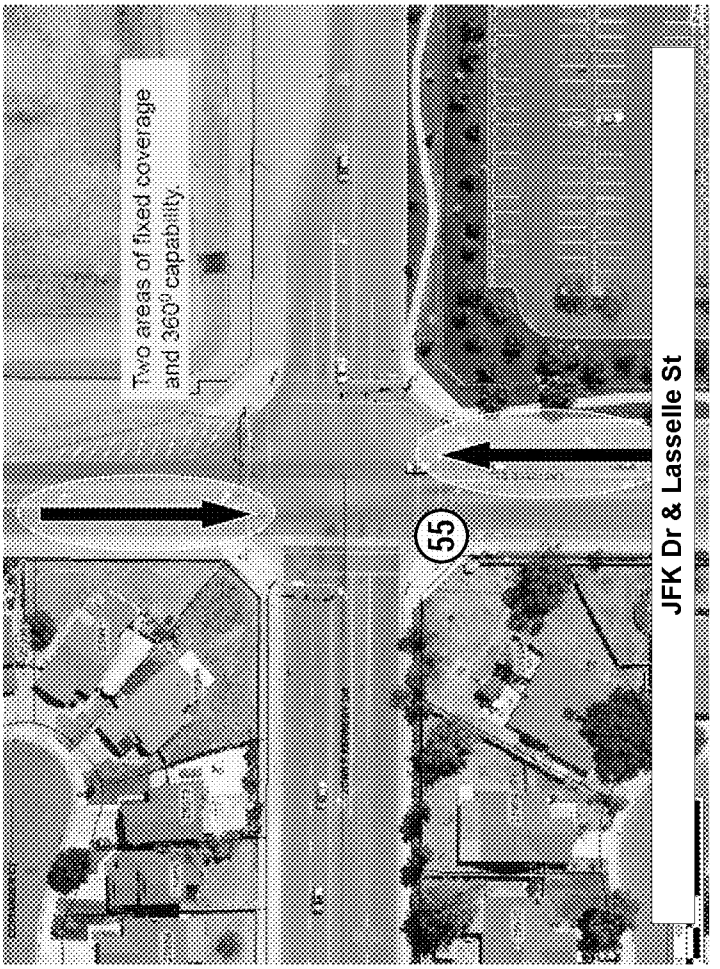
Two areas of fixed coverage
and 360° capability
55
JFK Dr & Lasselle St

Item No. A.19

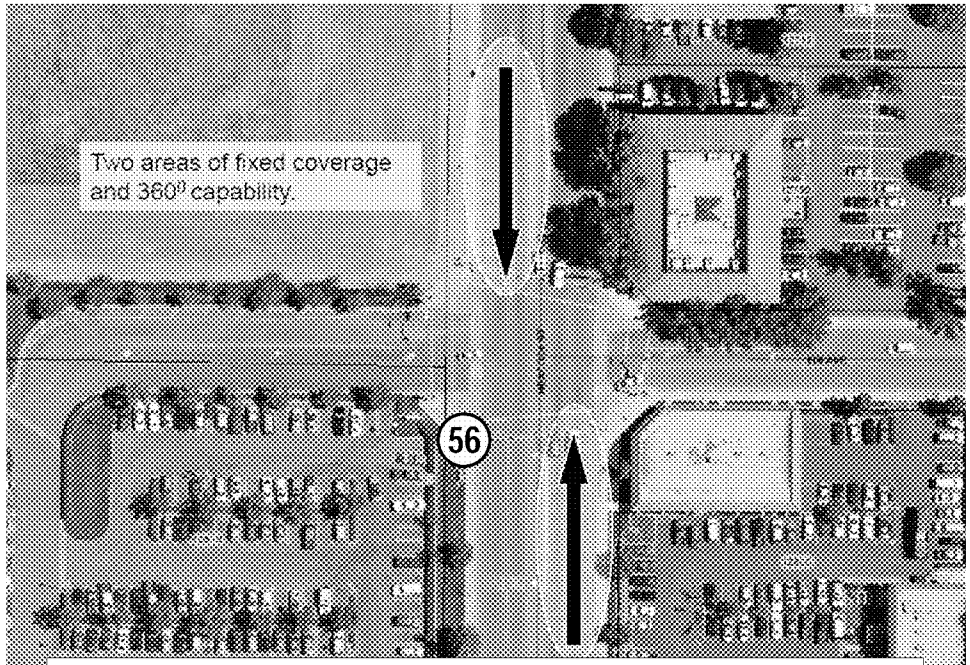

Heacock St & Fir Ave

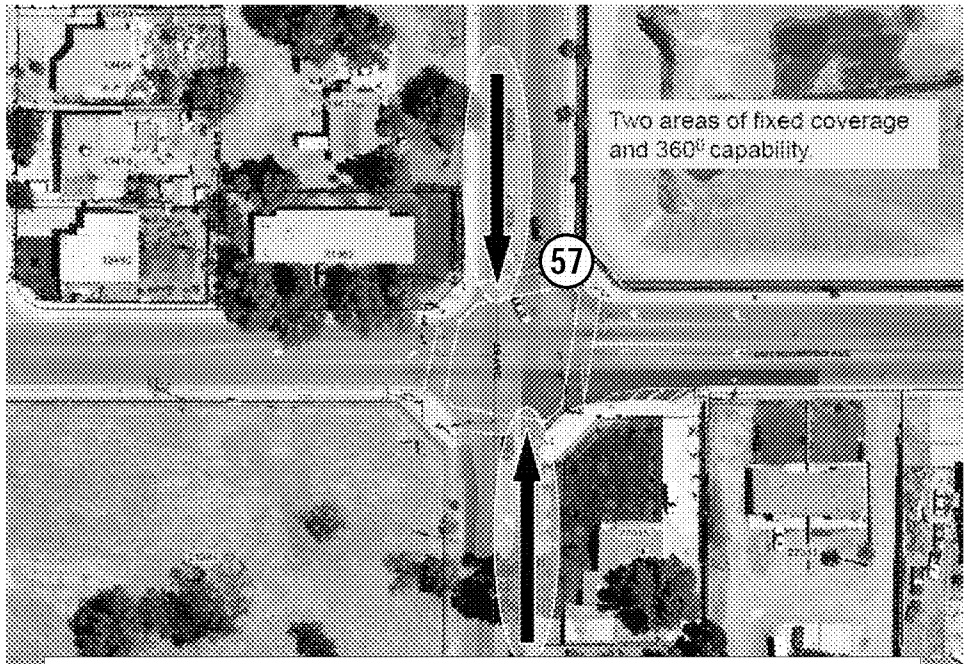

Day St & Cottonwood Ave

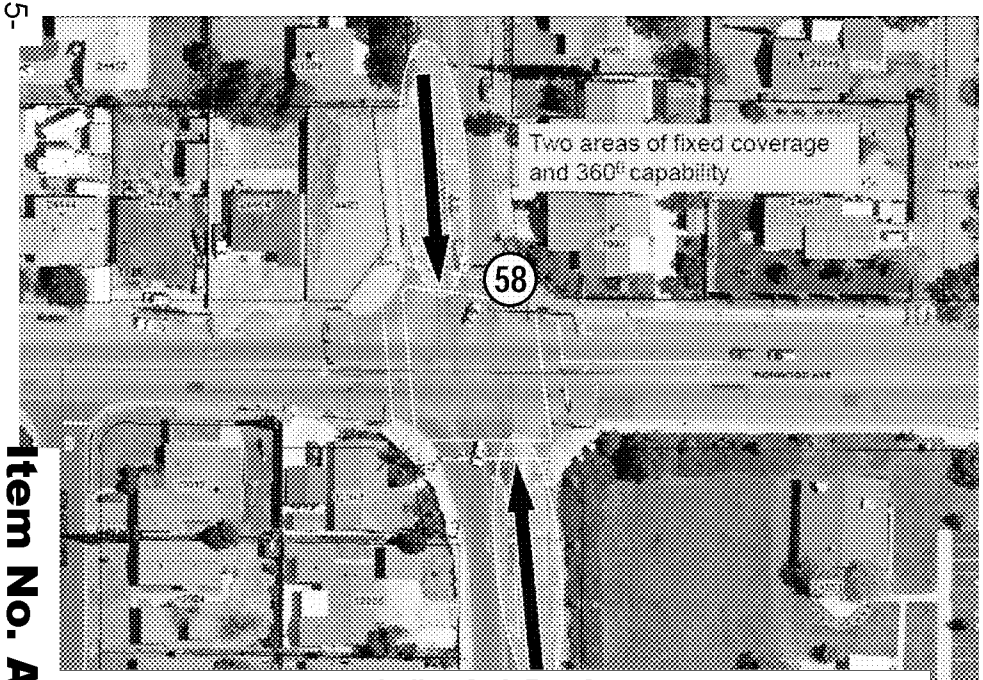

Indian St & Bay St

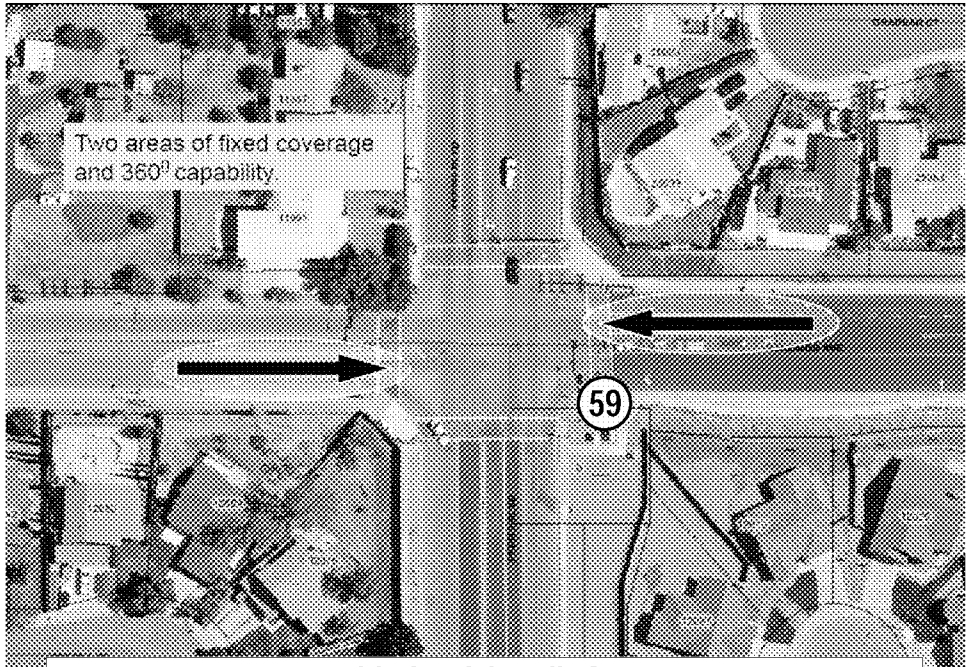

Iris Ave & Lasalle St

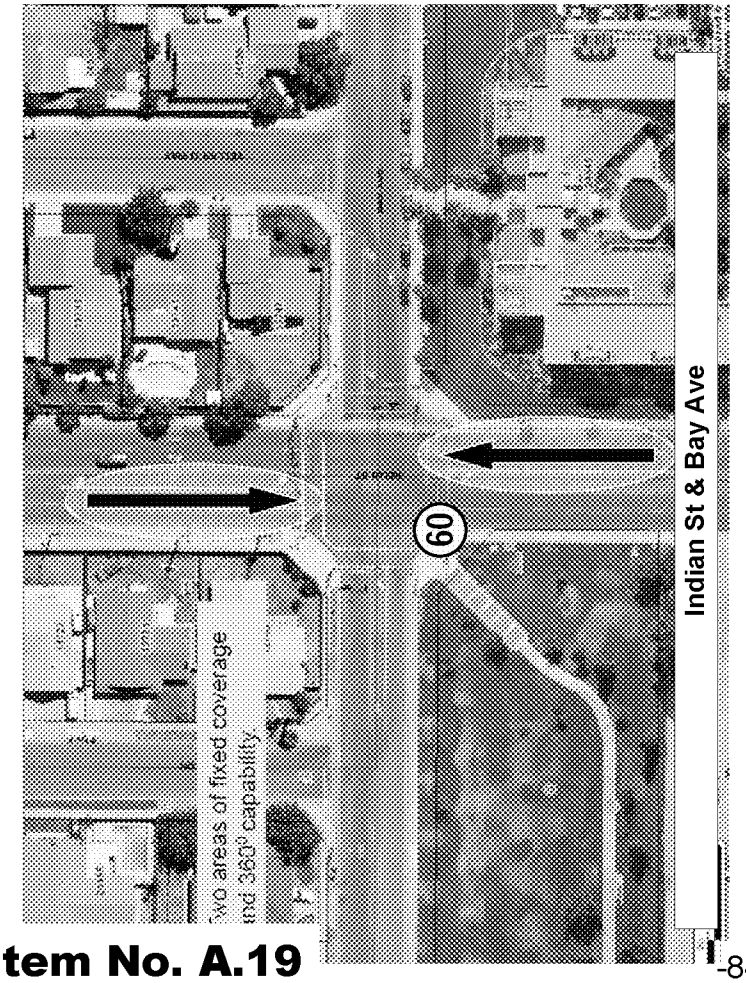

Indian St & Bay Ave

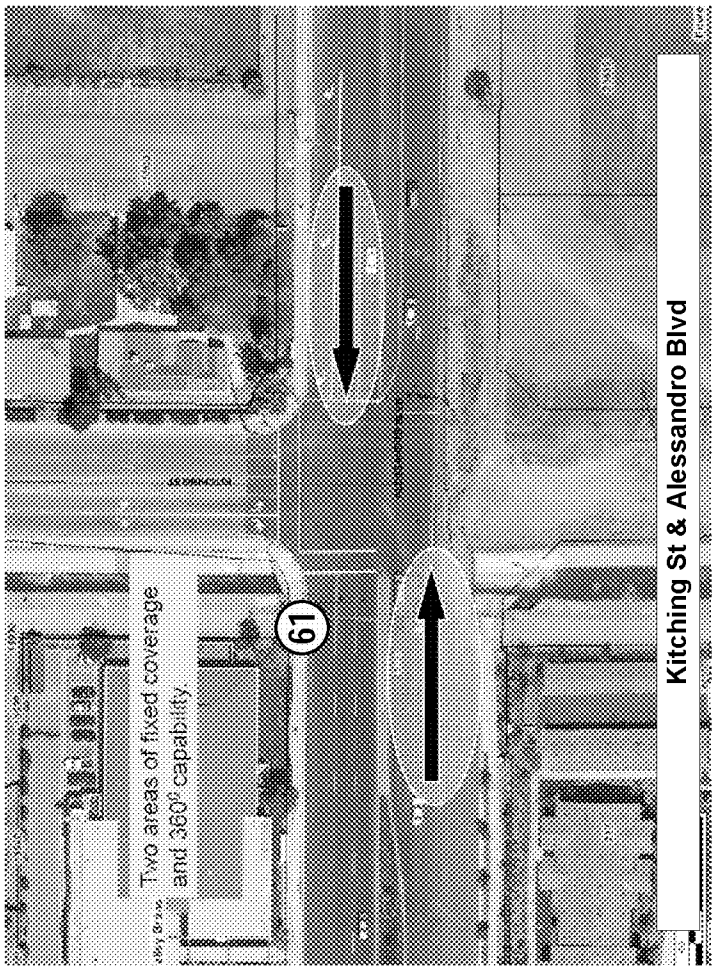

Kitching St & Alessandro Blvd

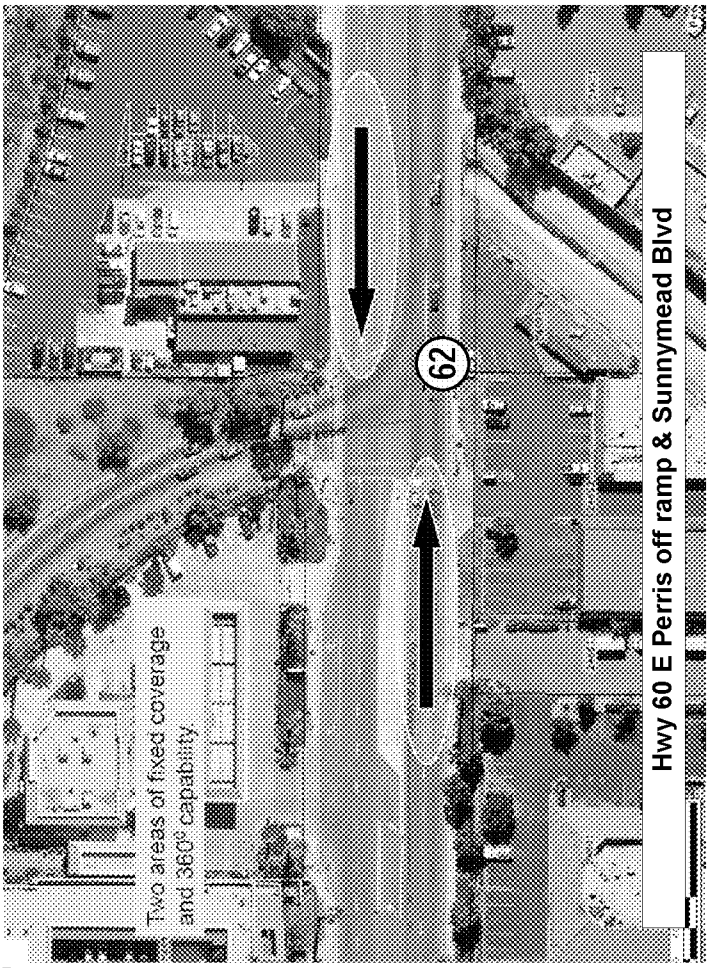

Hwy 60 E Perris off ramp & Sunnymead Blvd

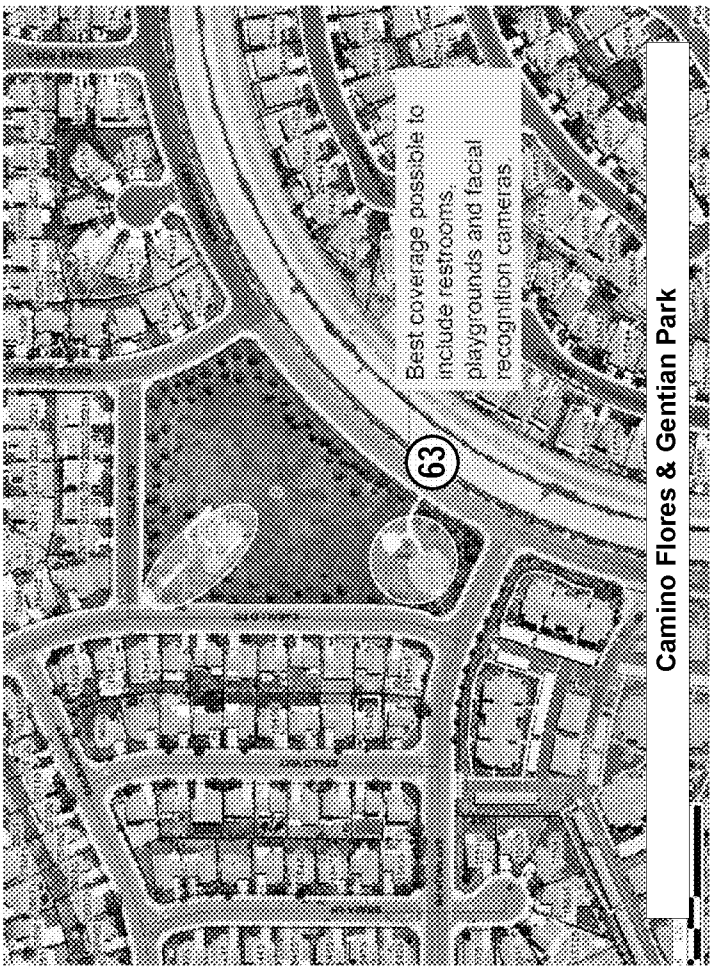

Camino Flores & Gentian Park

Item No. A.19

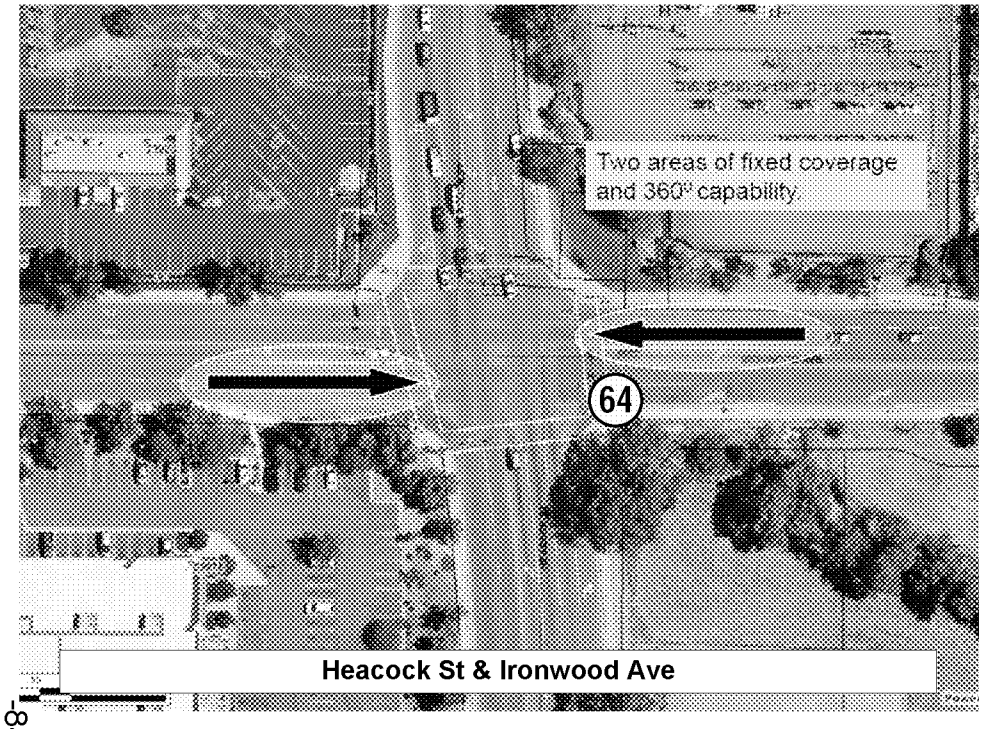

Heacock St & Ironwood Ave

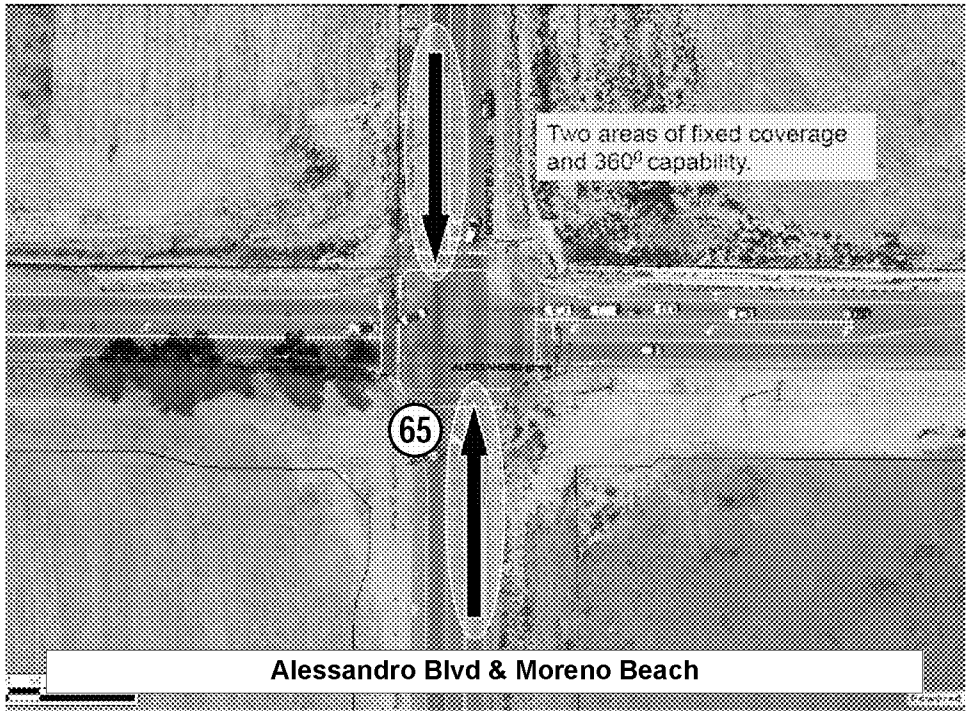

Alessandro Blvd & Moreno Beach

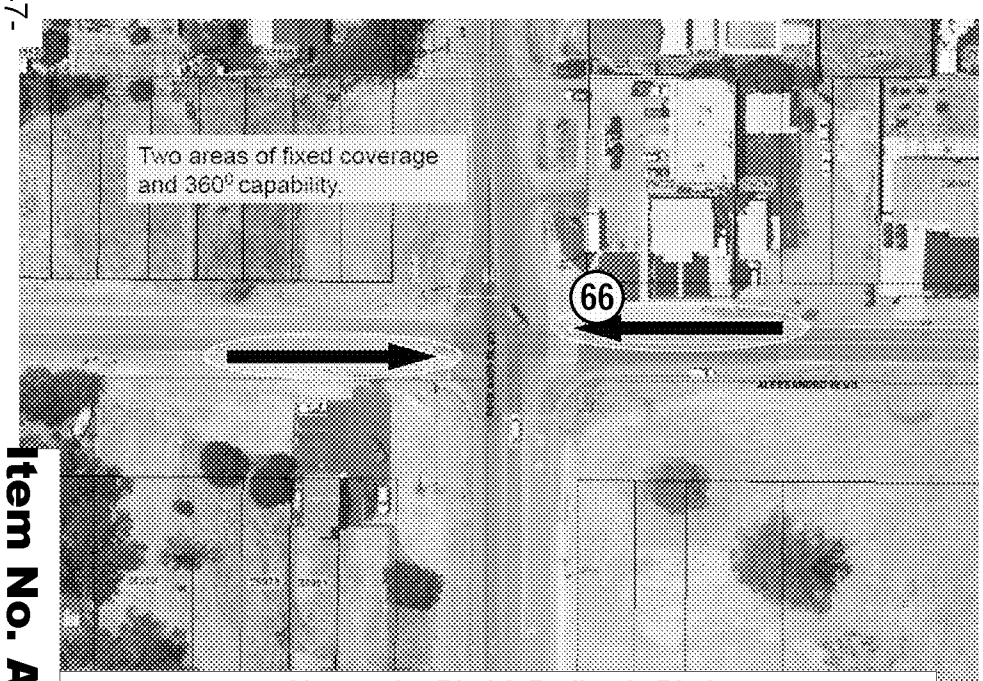

Alessandro Blvd & Redlands Blvd

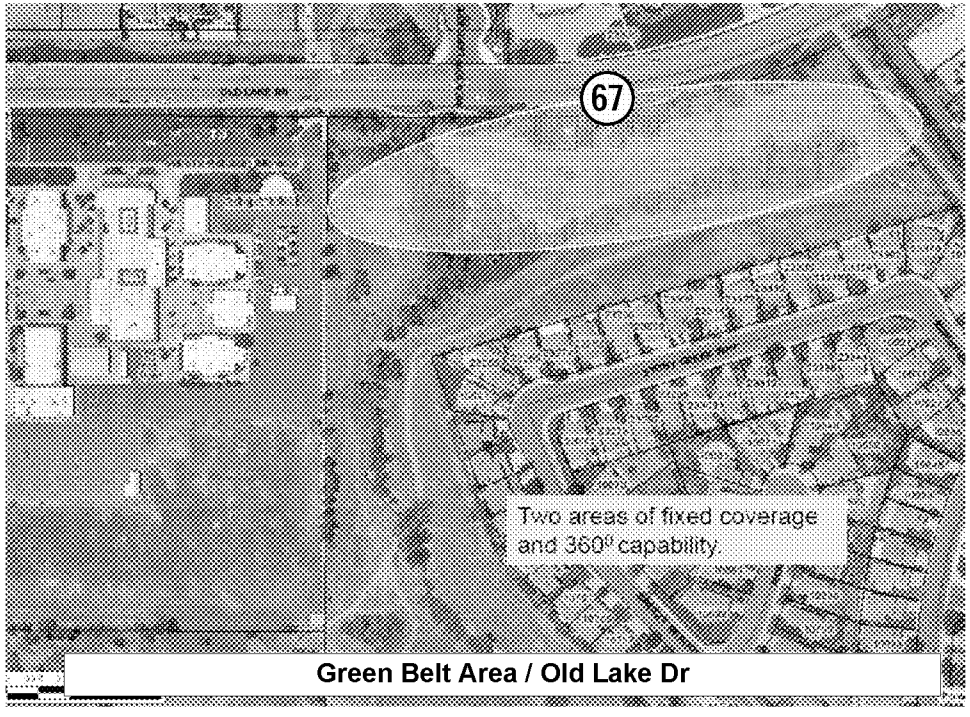

Green Belt Area / Old Lake Dr

MV00175253

Appendix C. Park Camera Locations

West Bluff Park

Item No. A.19

MV00175255

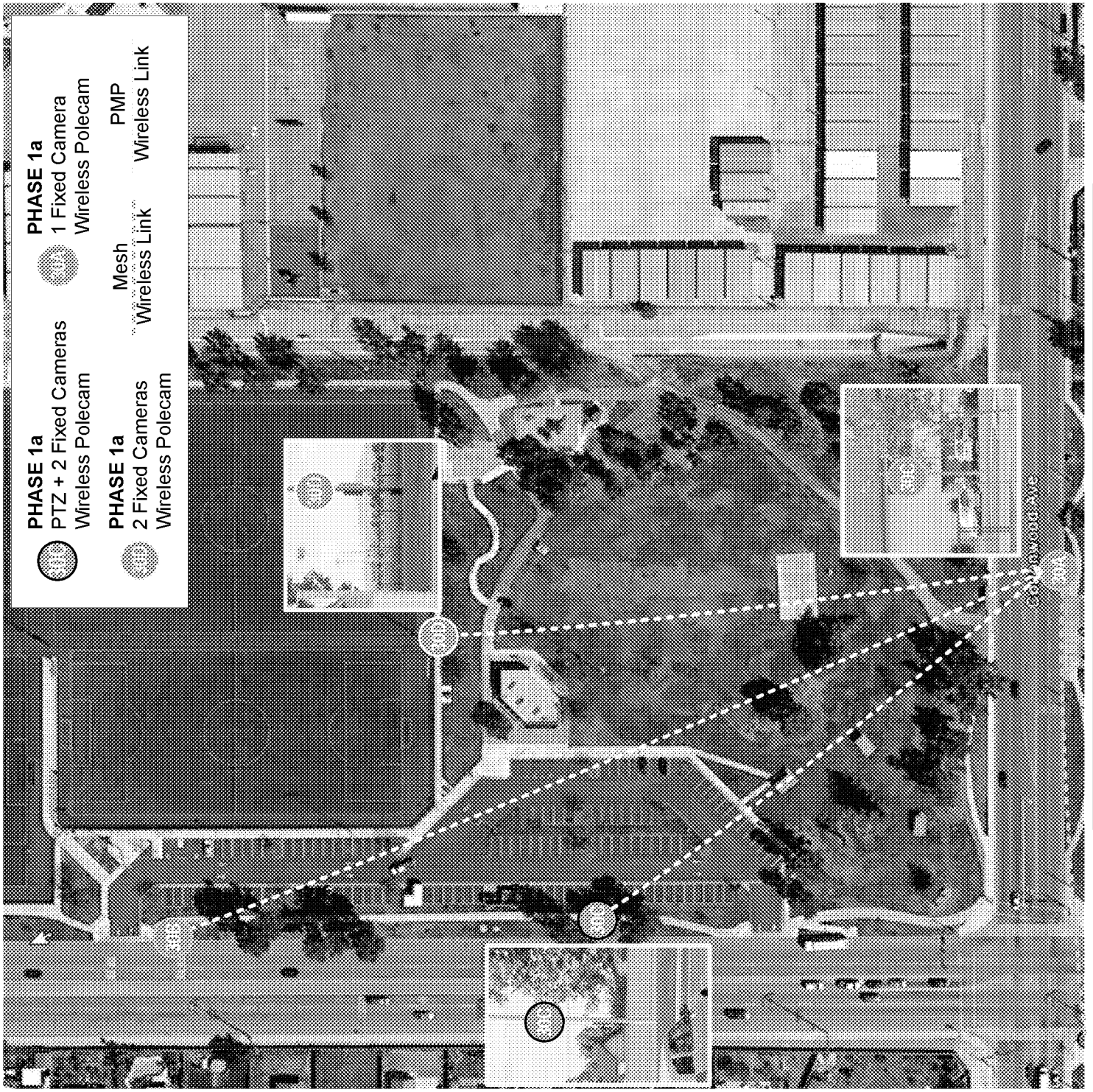

Moreno Valley Community Park

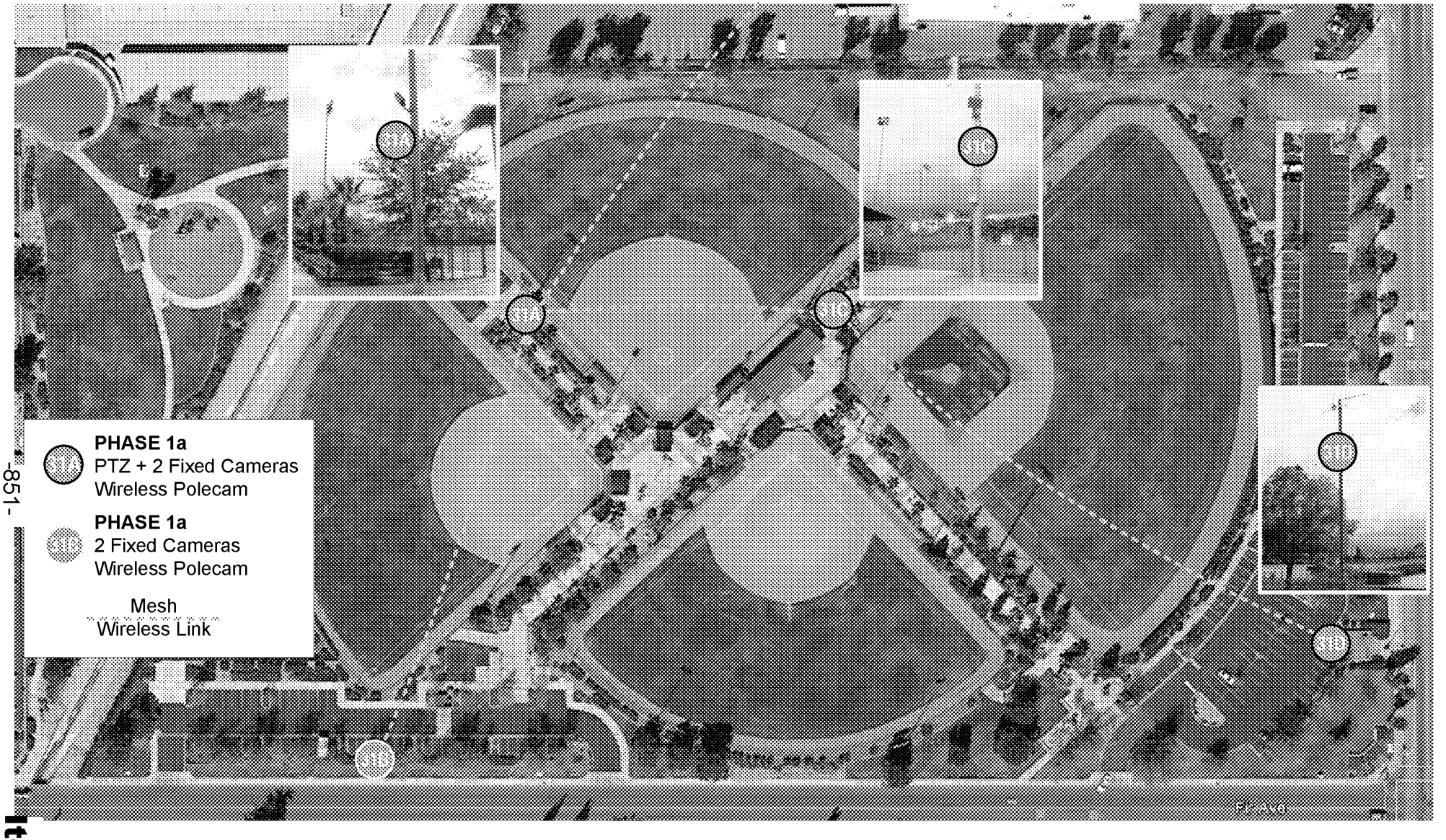

Sunnymead Park

Item No. A.19

MV00175257

Woodland Park

MV00175258

Pedrorena Park

Item No. A.19

Victoriano Park

MV00175260

Towngate Memorial Park

Item No. A.19

GENERAL QUESTIONS:

Thank you for the thought and all the work that went into your proposal.

We are purchasing the CPUs and monitors for the monitoring room inside the police department. What are the specifications needed for the CPUs? How many CPUs will be needed to handle the six monitors per workspace? What is the cabling need from the CPU in the monitoring room to the IT closet?

We are also purchasing the equipment for the viewing room off of the lobby. Will a separate CPU be needed or can we run a cable from a monitor in the monitoring room to the community room? What type of cabling will your camera need for this room (i.e. cat5, cat6, rg59, rg6)?

Lights are not provided all night in the parks. How will this affect your camera solution?

One of the desired functions of the VMS was an audit log to track users logged into the camera system and be able to know what cameras were viewed and who downloaded what video feeds. Please state if your solution will accomplish this.

Explore the availability and use of fiber at the schools (Sunesys fiber).

Please address your on-going maintenance costs and software costs on a yearly basis. Be sure to include two camera cleanings per year as requested in the RFP.

The RFP stated that Cal ID uses DataWorks software for facial recognition. If DataWorks is not your solution please list where you currently have facial recognition software running through the Cal ID system.

Will your project manager be on site or remote only? If they are remote, will you have someone on-sight that can make decisions without checking in with a real decision maker?

At your interview, you will need to provide proof of concept and the viability of your wireless and storage solutions. This will include recent (within a year) video that demonstrates your camera capabilities, VMS and analytics. Please show how

your VMS is user-friendly. The proof of concept must be relevant to our desire that is expressed in the RFP.

How do you purpose to integrate with the County's Tiburon CAD system?

We need a very detailed cost breakdown. The reason for this was to help us determine if we wanted to keep a location or forgo a location based on our needs. This means breaking down the cost by the following:

- Intersections (list of main equipment items) including overall cost
- Parks (list of main equipment) and overall cost
- Storage solution (wherever and however your solution works, include a list of the main equipment and the size of the storage) and cost
- Wireless solution (list the main equipment including model numbers)
- Analytics
- Integration (Whether PD or 3rd party)
- Maintenance
- Staff hours
- Bond or withhold a portion of payment

The above list is not all inclusive and is only meant to aid you in breaking down the cost. This list was provided to all vendors so you may have answered some of these questions in the original RFP.

Please explain how your solution and company should be chosen for this project over the other finalists. The four finalists are listed below with their VMS, recording, wireless, and camera solutions.

Avrio

ONSSI Ocularis, Pivot 3, FluidMesh, Redline, Bridgewave, Axis cameras

CelPlan

Genetec, Dell Server, Radwin and Cellular, Axis cameras

Leverage

Leverage VMS, Leverage LSN radio and storage on edge, Bridgewave and LSN, Indigovision, Pelco, Sony, Axis, Bosch, IQinvision

Pechanga

Ipconfigure, EMC Isilon, Ubiquity, Axis cameras

AVRIO

Please address your solution to record the existing 48 PD cameras and maintain the video for one year. What will the storage needs be and what will it look like.

Explain possible plan for future expansion of edge storage.

Discuss why a D1 (720 x 480) camera resolution. What if we want a higher resolution? How will that effect storage and bandwidth requirements?

Are you confident in FluidMesh integrated antennas, not external, as adequate for the project?

You state one of FluidMesh's radio key features of 100 Mbps via s/w plug-in (p.15). Please explain the purpose of plug-in and requirements to operate at 100 Mbps.

Discuss use of Box Springs as core wireless site and alternatives not on Box Springs that will cover the north valley.

Please provide the specifications for the equipment you wish to place on Box Springs Mountain. How many antennas will you need placed there and what size. Do you need floor space or rack space and how much? Discuss and explain the role of Avrio Sensor Scene as a middleware to CAD integration.

Explain your storage selection of Pivot 3. What makes Pivot 3 the best solution? Is it supported in a Windows Server 2008, not 2003, environment.

Address maintenance and support issues at the Fresno County Sheriff's Office.

Who will provide the four hour response for initial repair issues?

Address one-way communications with the parks. We want to be able to be heard on a speaker at the parks, but not to hear or record the conversations at the parks.

Moreno Valley Citywide Camera Surveillance System

Avrio RMS Group Presentation – May 30, 2012

Avrio RMS Group Solutions

- Wide area wireless video surveillance systems
- Command and Control (C2) video walls and command workstations
- Interoperability and integration software applications including analytics, computer aided dispatch, gunshot detection and other public safety related systems

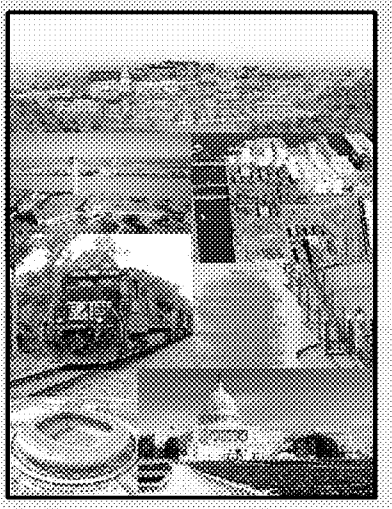

Why Avrio RMS Group

100% Focused on Public Safety Solutions for Municipalities and Government Agencies

- Focused exclusively on Municipal and Federal Government wide area and IP surveillance solutions
- Our depth and breadth of experience in the Public Safety market
- Broad integration experience specifically around IP-Surveillance platforms and analog and/or proprietary camera systems integration
- Highly skilled wireless engineers as well as software engineers ensures total solution works as promised

Proven Performance

Proven Success

- **Chicago**: Largest camera integration project in the Country, 2003 – present.
- 1,200+ cameras connected using mesh, wireless point to point, copper and cellular, over 200+ mi^2
- Thousands of legacy cameras from schools, banks and private businesses integrated within the new network
- Internationally acclaimed, studies have shown a $4.29 savings for The City for every $1 invested*

- **Denver:** Designed and deployed a 75 camera system across the City ahead of the Democratic National Convention in August of 2008.
  - Accommodated venue change with less than 2 weeks notice
- Flexible and scalable design has enabled the City to grow to 200+ cameras since '08
- DPD has shown a 50% reduction in time/cost spent investigating and prosecuting crimes with video evidence.**

- **St. Paul**: Concurrent with '08 DNC in Denver, we built a similar system in St. Paul, presently still expanding.
- Developed custom web application to allow 500 agents from 30 different agencies to simultaneously view any public/private cameras in area.
- Deployed cutting edge wireless mobility network to allow live viewing of dash-mounted cams in squad cars as they move throughout the city.

- **Buffalo**: 100% wireless video network across city supporting over 200 cameras currently
- System elegantly scaled from 30 cameras to 200+ while maximizing equipment utility. (Zero equipment loss)
- Built complete Command & Control room
- Video system integrated with CAD for automatic camera selection and positioning of 911 events.
- Video Analytics for exception based monitoring

**http://www.urban.org/url.cfm?ID=412403

**http://www.public-safety-tech-academy.com/video/funding/funding-grants/

Proven Experience

City of Pittsburgh, PA

- Over 250 Cameras integrated into IP-Surveillance head-end and command and control. Included conversion of analog cameras from PennDOT

Minnesota Department Of Transportation

- Wireless system allowing for the collection and live monitoring of video from moving vehicles

FBI

- National License Plate Recognition system

Department of Homeland Security

- Wireless camera systems on the Northern and Southern borders as well as the integration of disparate systems including ground sensors

Cayman Islands

- Territory-wide wireless video surveillance system across the Cayman Islands

The Solution

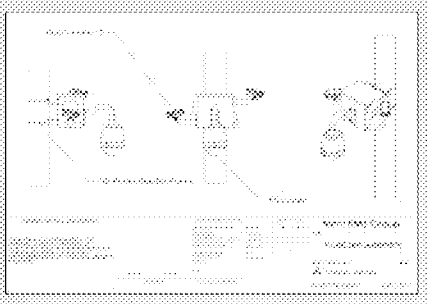

- Hybrid Wired/Wireless Approach
- Proven PODSS with multiple configuration options (77 ~ 215 Cameras)
- High performance Cameras from Axis
- Bridgewave and Redline for Core Backhaul links, Fluidmesh for street level wireless camera clusters
- ONSSI Ocularis head-end and 30 days of minimum storage using Pivot3 RAID 6E servers
- A Proven Approach!

The PODSS

Field Proven Portable Outdoor Digital Surveillance System (PODSS)

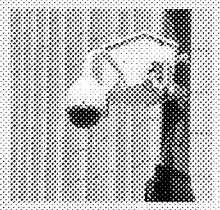

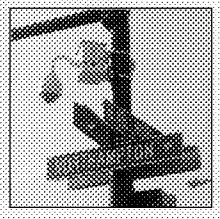

- Cast aluminum enclosure – (PoleCam)
- Installed in dozens of Cities with extreme heat (Phoenix, AZ), humidity (Charleston, SC) and cold weather (Buffalo, NY) conditions
- NEMA 4 Rated
- Surge suppression, dual power supplies, exhaust fan, steel banding
- Multiple configuration options including PTZ w/ dual fixed cameras
- Can house on-board computer, additional radio's e.g., WiFi or 4G LTE, gunshot detection sensors and LPR cameras

PODSS (Continued)

Field Proven Portable Outdoor Digital Surveillance System (PODSS)

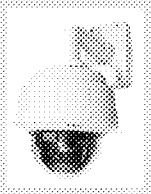

- Axis Q6032-E, 35X optical zoom, 4CIF Resolution
- Tremendous low light capability
- Fast pan/tilt response times
- Proven, field tested, great for patrols
- Can exchange for any camera

- 5 Megapixel (MP) HD Camera 1080p
- 3.5-10 mm day/night varifocal lens
- H.264 encoding
- Two way, full duplex audio support

Wireless Approach

- Carrier Class Backhauls
- Micro-Meshes with unlimited scalability
- Point-to-Multi-point options
- Fiber for improved reliability
- High Quality, Fluid Video
- Quality of Service support for Wi-Fi options

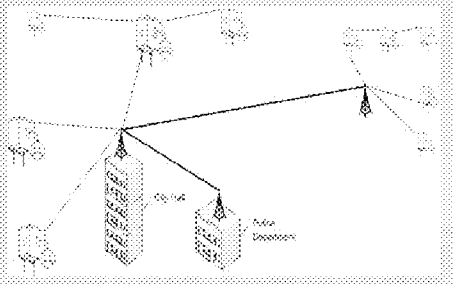

Software Overview

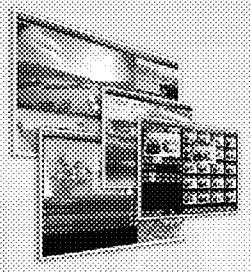

- ONSSI Ocularis with NetEVS recording for 216 cameras
- Open Architecture, Non-Proprietary Video-Centric PSIM (Physical Security Information Management) for Large Enterprise
- Scalable Functionality; NVR to PSIM
- Multiple Recording Platforms and Video Clients
- Universal Camera and Hardware Support
- Modular, Optional Functionality
- Best-of-Breed Solution Integration
- Advanced Human Engineering; Intuitive Functionality

Overview of Training

Full training program for up to 25 City employees and contractors

- Avrio RMS Group will provide all materials custom tailored to DPD's specific solution
- All hardware and software will be covered in the training program
- Administrative training is included and will be in a "train the trainer" format
- Will use certified trainers or instructors for all courses
- Included in price is two (2) classes, each a full day and an additional one (1) day for administrator training

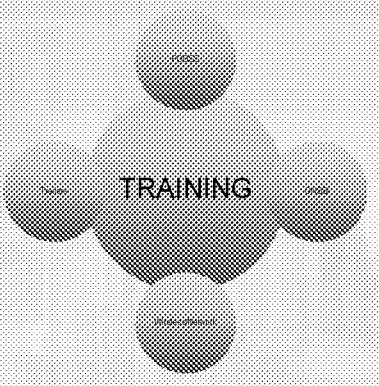

Project Plan

Project Plan			
Milestone Description	**Duration**	**Start**	**End**
Proposal Awarded – June 12th or 26th	1		
Milestone #1 - Detail Design & Signoff / Order / Begin PoleCam Production	20	7/2/2012	7/30/2012
Milestone #2 – Monopole, rooftops, tower equipment installations	30	7/30/2012	8/31/2012
Milestone #2 - Installation and Integration of Wired Infrastructure and Head End Equipment	20	9/3/2012	9/28/2012
Milestone #3 - Installation of PoleCams, Wireless Infrastructure and VMS Server	50	9/17/2012	11/16/2012
Milestone #4 - System Testing and Training	5	11/19/2012	11/23/2012
Milestone #5 - Post Installation Documentation /Moreno Valley Project Signoff	5	11/26/2012	11/30/2012

Support and Maintenance Plan

World-Class Support Built Specifically For These Solutions

- 24x7x365 help desk/remote support
- Guaranteed response times/SLAs
- Field level support
- Sparing solution (complete PODSS, major components, cameras, etc)
- All firmware, patches, software updates included
- Extended Warranty
- Staffed by certified engineers

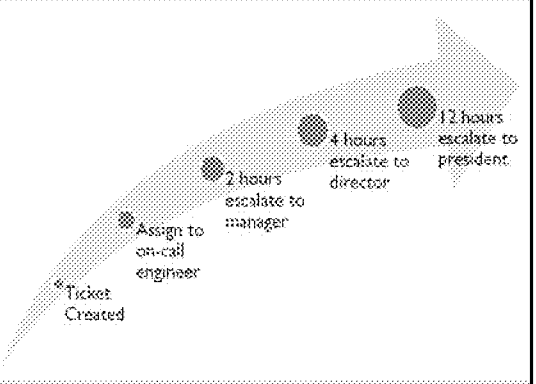

Pricing Structure

Qty	Description	Mfg/PN	Core	North	South	East	West	NorthCtr	SouthEast	Center	WestCtr	Portable									Price	Ext Price
	Connectivity Hardware																					
150	MultiMesh Node	Pulsemesh/PM1000M-NW		22	30	1	5	22	22	10	13	5	1	1	1	2	1	1	1	1	$[illegible]	$[illegible]
38	MultiMesh License	Pulsemesh/PM1000M-30		10	10	3	5	18	17	10	5	1	1	1	1	1	1	1	1	1	$[illegible]	$[illegible]
27	MultiMesh License	Pulsemesh/PM1000M-40		7		2	2	15	4	3											$[illegible]	$[illegible]
	Mounting Hardware and Installation Supplies	Avrio/Shop	4	17	17	11	24	49	32	34	30	6	2	9	21	1	2	3	3		$[illegible]	$[illegible]
1	Radios	Radios AN-80 radio, ant, pwr, Lacradio		1	1	1			1												$[illegible]	$[illegible]
1	Radios	Radios EDG-2000 bda, ants, pwr, Lacradio	1				1			1	1										$[illegible]	$[illegible]
1	Bridgeway	PacPort 2.1 gig 120x64 (Mbps w/2 ant	1																		$[illegible]	$[illegible]
1	Bridgeway	PacPort 2.1 gig 120x64 (Mbps w/2 ant	1																		$[illegible]	$[illegible]
1	Bridgeway	BWM	1																		$[illegible]	$[illegible]
1	Mongoose Kit	M2 Gear (Mongoose, tabs & attachments	1																		$[illegible]	$[illegible]
30	PZ7v2 HD Fixed Polecam	Avrio/Shop		3	3	3	3	27	3	10	4	1	1	1	1	1	1	1	1	1	$[illegible]	$[illegible]
2	HD Fixed Polecam	Avrio/Shop										1			1	1	1			1	$[illegible]	$[illegible]
3	HD Fixed Polecam	Avrio/Shop										1			1				1		$[illegible]	$[illegible]
5	Server	Hikvis 1278 CloudBank VM Appliance																			$[illegible]	$[illegible]
3	Onsite Setup	Onsite Installation	1																		$[illegible]	$[illegible]
20	Onsite Up	Onsite Hardware		15	15	3	12	51	24	10	12	3	3	6	15	5	3	4	7		$[illegible]	$[illegible]
3	Rack Server	Dell R730																			$[illegible]	$[illegible]
3	Fixed Indoor	Dell M3 16-R																			$[illegible]	$[illegible]
3	Switch 10G	ND 1210																			$[illegible]	$[illegible]
3	PC Tower	Dell T3500																			$[illegible]	$[illegible]
3	Switch 10G	Dell 10G																			$[illegible]	$[illegible]
3	Workstation	Dell																			$[illegible]	$[illegible]
3	Fiber Transceiver gear	Fiber to Ethernet			3	3	3		3	3											$[illegible]	$[illegible]
3	Ethernet Gear	Dell Power Connect 7C																			$[illegible]	$[illegible]
		Subtotals																				$1,202,940
	Connectivity Services																					
1	Web Supervisor	Avrio/PM-FIELD-10																			$[illegible]	$[illegible]
1	Wireless Engineering	Avrio/PM-FIELD-10																			$[illegible]	$[illegible]
1	Project Management	Avrio/PM-FIELD-10																			$[illegible]	$[illegible]
1	Training	Avrio/PM-FIELD-10																			$[illegible]	$[illegible]
10	Installation Support	Avrio/PM-FIELD-10	1	5	7	1	5	18	12	10	7	1	1	1	4	1	1	1	2	1	$[illegible]	$[illegible]
	Subcontractor Services																					
2	Poles Installation	Sawden Electric		1	1	1	1	17	1	17	1		1	1	1	1	1	1	1	1	$[illegible]	$[illegible]
2	New Poles Fab/MUNI	Sawden Electric											1	1	1	1	1				$[illegible]	$[illegible]
10	Radios Installation	Sawden Electric			2	1	1	1	1												$[illegible]	$[illegible]
1	Power Work	Sawden Electric	1																		$[illegible]	$[illegible]
1	Miscellaneous Work	Sawden Electric	1																		$[illegible]	$[illegible]
		Subtotals																				$365,365
		Subtotal (Equip + Servi																				$1,768,305

Thank You

QUESTION AND ANSWER

Question 1

- ***What are the specifications needed for the CPUs? How many CPUs will be needed to handle the six monitors per workspace? What is the cabling need from the CPU in the monitoring room to the IT closet?***
  - We recommend that two Workstations be used to power 6 monitors, our normal recommendation is 4 monitors per workstation with minimum 1GB Video Card. Cat 5e or Cat 6e would work for connecting the CPU box(s) to the IT Closet switch. We do recommend that the Switch have GIG Ports.
  - **Recommended Workstation Spec**
  - Intel Core Quad Core 3.0 GHz or better
  - ? 4 GB of RAM or better
  - ? 80 GB hard drive for OS and Security Center/Synergis applications
  - ? [QUAD]3D graphics card required w/ Direct3D support (1.5GB or better, x16)
  - ? 1600 x 1200 or higher screen resolution
  - ? 1000/GIG Ethernet Network Interface Card
  - ? 16x DVD+/- RW Drive1
  - ? Sound Card

Question 2

- ***Will a separate CPU be needed or can we run a cable from a monitor in the monitoring room to the community room? What type of cabling will your camera need for this room (i.e. cat5, cat6, rg59, rg6)?***
  - We recommended that a separate CPU workstation be purchased for this room. This will ensure that performance of the video is not compromised and that camera rights and protocols can be followed. This will make sure that we can implement the "kill" button that will disconnect the user from viewing the video immediately after the button is pressed, and when certain video is not to be shared in the lobby video monitor. The Software also has the feature to push required video from any client location to any client CPU workstation, if necessary. CAT5e/6 cabling is required.

Question 3

- ***Lights are not provided all night in the parks. How will this affect your camera solution?***
  - Since the lights in the park are switched off at some time during the night that is still ok. There has to be a contactor at the pole base which should have a constant hot on the line side and a control circuit coming from either a time clock or some type of energy management system. If that is the case, our electrician will have power at the pole and the only thing we would have to do is to install a step down transformer (already priced by Snowden). If there is no contactor at the base of the pole then there has to be a switch circuit going to the pole from a contactor or relay somewhere in the area. If so, our electricians can then install a constant hot circuit from the contactor or relay to the pole light. If the circuit is not 120-volt then we would have to install a step down transformer (already priced by Snowden).

Question 4

- ***One of the desired functions of the VMS was an audit log to track users logged into the camera system and be able to know what cameras were viewed and who downloaded what video feeds. Please state if your solution will accomplish this.***
  - As stated in page 22 Section 4.3 of our response, ONSSI logs all operations in the Image Server log and Recording Server log. Clients connected with the Ocularis Client have the ability to log to the system thereby providing that functionality.

Question 5

- ***Explore the availability and use of fiber at the schools (Sunesys fiber).***
  - Availability of leased fiber from Sunesys in some Moreno Valley schools can provide an additional gateway for traffic from cameras at locations where access to city fiber or RF line-of-sight surpasses the cost of providing a wireless connectivity solution. According to Sunesys's existing infrastructure map for Moreno Valley, dark fiber does not extend to the EOC. The solution will require extending the Sunesys fiber to the a City Fiber PoP (point-of-presence) or wireless to the core location at the EOC.

Question 6

- ***Please address your on-going maintenance costs and software costs on a yearly basis. Be sure to include two camera cleanings per year as requested in the RFP.***
  - Avrio RMS Group included year 1 costs in our base price for both maintenance and software. Maintenance includes all software SUP renewals as well as 24x7x365 help desk, field level support, sparing solution, advanced RMA's and 2 camera cleanings per year. In essence, all material and labor is included in the annual contract. Subsequent year's pricing was included in the pricing proposal for years 2 through 5.

Question 7

- ***The RFP stated that Cal ID uses DataWorks software for facial recognition. If DataWorks is not your solution please list where you currently have facial recognition software running through the Cal ID system.***
  - The Face Plus product from DataWorksPlus will recognize images gathered by the video surveillance cameras on this proposal. Current FacePlus requires manual entry of images from any source such as ATM machines, scanned images, and video JPEG from any VMS system. DataWorksPlus is currently testing their new case management tool that will allow the user to play a video stream and stop it at an image consider to have the best frame to run against the images in the mug-shot detection database for a facial match. Our solutions will support either mechanism.

Question 8

- ***Will your project manager be on site or remote only? If they are remote, will you have someone on-sight that can make decisions without checking in with a real decision maker?***
  - Yes, Avrio RMS Group will assign an onsite project manager for the duration of the project. The project manager will have decision making rights and will manage our local electricians, wireless, and system engineer(s) as well as all client and consulting subcontractor communications.

Question 9

- ***At your interview, you will need to provide proof of concept and the viability of your wireless and storage solutions. This will include recent (within a year) video that demonstrates your camera capabilities, VMS and analytics. Please show how your VMS is user-friendly. The proof of concept must be relevant to our desire that is expressed in the RFP.***
  - See Demonstrations

Question 10

- ***How do you purpose to integrate with the County's Tiburon CAD system?***
  - Our PantaScene product was built to integrate with any event based system that provides an open interface for listening to XML based events. PantaScene is being used by Cities across the country to integrate various types of systems including computer aided dispatch, gunshot detection, NOAA weather alerts, Web 2.0 hits, and CBRN sensors, etc. Tiburon integration is currently on our roadmap and under development as we are implementing this for several of our customers using the Tiburon CAD system including Allegheny County, PA among others.

Question 11

- ***We need a very detailed cost breakdown. The reason for this was to help us determine if we wanted to keep a location or forgo a location based on our needs.***

Mfg/PN	Core	North	South	East	West	NorthCtr	SouEast	Center	WestCtr	Portable							
Total Nodes		5	5	5	4	17	8	11	4	1	1	4	4	3	1	2	1
Wireless Overhead	$770																
Wireless Equipment	$1,858	$12,531	$13,281	$14,390	$13,970	$12,117	$12,759	$12,947	$13,571	$8,119	$10,461	$8,427	$10,930	$9,871	$10,451	$8,978	$9,678
Services		$5,189	$7,788	$11,687	$6,814	$5,571	$8,274	$5,861	$9,081	$	$8,278	$5,461	$6,006	$5,734	$6,278	$5,189	$5,189
Camera Licensing		$698	$698	$698	$698	$698	$698	$698	$698	$466	$698	$466	$640	$582	$698	$466	$543
Headend Overhead	$1,220																
Cost/node/intersection - All		$22,266	$25,616	$30,673	$25,330	$22,434	$26,580	$22,754	$29,108	$12,452	$21,275	$18,202	$21,424	$20,035	$21,275	$18,080	$19,258
Cost/node/intersection-w/o Core		$20,408	$23,758	$28,765	$23,471	$20,576	$24,721	$20,896	$27,339	$10,594	$19,416	$16,343	$19,566	$18,176	$19,416	$16,222	$17,400
Cost/node/intersection -w/o Core w/o Headend		$19,188	$22,538	$27,545	$22,252	$19,356	$23,501	$19,676	$26,120	$9,374	$18,197	$15,124	$18,346	$16,957	$18,197	$15,002	$16,180

Avrio RMS Group Confidential
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Question 12

- ***Please explain how your solution and company should be chosen for this project over the other finalists. The four finalists are listed below with their VMS, recording, wireless, and camera solutions.***
- ***Avrio***

  ONSSI Ocularis, Pivot 3, FluidMesh, Redline, Bridgewave, Axis cameras
- ***CelPlan***

  Genetec, Dell Server, Radwin and Cellular, Axis cameras
- ***Leverage***

  Leverage VMS, Leverage LSN radio and storage on edge, Bridgewave and LSN, Indigovision, Pelco, Sony, Axis, Bosch, IQinvision
- ***Pechanga***

  Ipconfigure, EMC Isilon, Ubiquity, Axis cameras

Avrio RMS Group Confidential
Page 28

Question 13

- ***Please address your solution to record the existing 48 PD cameras and maintain the video for one year. What will the storage needs be and what will it look like.***
  - We propose to add H.264 Encoders to convert the analog feed to Digital and add it to the System. The cost would be the camera license and the rack mount encoder blades. Below chart describes the camera bandwidth need and storage requirement based on 1 year storage keep.

Camera Name	Number Cameras	Video Format	Device Resolution	Frames Per Second	Frame Size/ Bitrate	Hours	Motion Percentage	Number of Days	Storage	Bandwidth
48 existing PD Cameras	48	H.264	640*480	30	768 Kbits	24	100%	365	150TB	37 Mbps

Question 14

- ***Explain possible plan for future expansion of edge storage.***
  - Both proposed Server/Storage Pivot3 platforms and ONSSI VMS has the ability to quickly change the design from centralized to a de-centralized architecture. Given the Infrastructure and future growth, we can either add additional Server/Storage Pivot3 capacity centrally to accommodate the camera addition or other Windows Platform with ONSSI on the network. The ONSSI Federation Architecture allows to bring all the Servers into ONE GUI Platform so that they can all be managed from one location and one software interface.

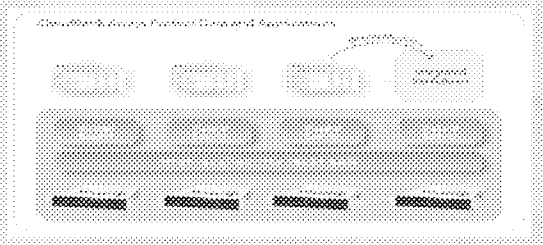

Question 15

- ***Discuss why a D1 (720 x 480) camera resolution. What if we want a higher resolution? How will that effect storage and bandwidth requirements?***
  - The proposed Wireless PTZ Polecams include one Axis Q6032 and two HDTV Megapixel Fixed cameras at those locations. The key feature of the Axis 6032 is it 35X optical zoom and its 128X wide dynamic range. Avrio RMS feels that with two fixed HD cameras and one high-power zoom capable camera at each camera location provides a good balance cost and features at these intersections. Avrio RMS does not object of upgrading the Axis Q6032 to the Axis Q6035 HDTV PTZ camera. The Axis Q6035 has a 20X optical. We would estimate that bandwidth and storage would increase by 30% over the existing 4CIF PTZ cameras proposed.

Question 16

- ***Are you confident in FluidMesh integrated antennas, not external, as adequate for the project?***
  - Yes, we are. By using radios with integrated antennas at the street level we achieve the same results in regards to connectivity as we would when using connectorized radios and their external antenna(s). FluidMesh product line offers a connectorized version which we also use at locations were the radio must be located in a specific location and its antenna in another. Having an integrated radio on a street pole eliminates the needs to have an antenna, its RF cable, lightning arrestors, and connectors exposed to the environment. It also increases the count of items hanging from a pole at each location which adds to the management, installation, support, and further user training. An integrated antenna is also more appealing to the public and less intrusive which has helps many cities obtain permits from their Public Works with ease. Avrio RMS understands that there could be instances where a connectorized radio might be required at one or two intersections of this project, but as needed.

Question 17

- ***You state one of FluidMesh's radio key features of 100 Mbps via s/w plug-in (p.15). Please explain the purpose of plug-in and requirements to operate at 100 Mbps.***

  - As new requirements dictate an increase in bandwidth in areas where a wireless network infrastructure is already in place, Fluidmesh radios can be easily upgraded via software plug-ins as to provide the additional throughput with any physical intervention. This feature allows the user to limit the total cost of ownership of the wireless network by paying only the amount of bandwidth required at any specific time. Avrio RMS design for the Moreno Valley includes a minimum of 30Mbps for every client node link which exceeds the minimum required bandwidth needs from each PoleCam. Various locations require 60Mbps as shown in the pricing sheet. This feature will allow the City of Moreno Valley to add PoleCam nodes in those vicinities and only purchase additional bandwidth if needed.

Question 18

- ***Discuss use of Box Springs as core wireless site and alternatives not on Box Springs that will cover the north valley.***

  - Page 20, Section 4.2.1 of the proposal refers to the Core High Speed Network drawing and explains the equipment and bandwidth requirements for the links that connect at a Box Springs Tower (BST). It also offers a solution which is also described in that section that will require the installation of an additional monopole somewhere within the EOC /City Hall complex and a self-supporting antenna mast at Fire Station #6. That section also offers one of the solutions for the North Valley camera locations which includes using PoleCams with 3G/4G radios for connectivity to the nodes. One additional option is depicted in the drawing below. This option will utilize the Sunesys leased fiber from the Sugarhill Elementary and Vista Heights Middle schools to bring in the video traffic to either another school in the vicinity of the EOC or at an intersection where a Sunesys fiber PoP interconnects to the City Fiber PoP. At that location,camera traffic will be connected/routed to the EOC core site. Avrio RMS will work with the City and the School system's IT to specify and design the layer 2 or layer 3 requirements of connecting to the Sunesys/School fiber link(s).

Question 19

- ***Please provide the specifications for the equipment you wish to place on Box Springs Mountain. How many antennas will you need placed there and what size. Do you need floor space or rack space and how much?***
  - For the core links, a total of three Bridgewave FlexPort23 microwave radios and three HP2-23RR 2ft high performance antenna with their radome will be installed on a tower. Three RMSL348 rack mounted power supplies totaling six rack units (3.5"x3) will need to be installed in the equipment trailer in addition to three DS210-48VDC DIN-rail power supplies.
  - Connectivity to the North Valley locations proposed as part of this response will be achieved by the use of two FluidMesh 1100 series radios. These radios will be powered via PoE by one LNP-1002GN DIN rail mounted switch located inside the equipment trailer.
  - Attached are the specifications for each device identifying the model number and specifications requested.

Question 20

- ***Discuss and explain the role of Avrio Sensor Scene as a middleware to CAD integration.***
  - SensorScene is our integration platform targeted specifically to public safety applications. It has been used in dozens of cities for integrations from Shotspotter to CAD to CBRN type sensors. SensorScene is part of the PantaScene suite of applications. It includes a rules based engine that can be tailored to the end-customer requirements.

Question 21

- **Explain your storage selection of Pivot 3. What makes Pivot 3 the best solution? Is it supported in a Windows Server 2008, not 2003, environment.**
  - Pivot3 has better storage and server protection. For storage, Pivot3 protects systems for more drive failures (5 versus 2), a complete appliance failure (none for Intransa) and introduces predictive sparing to gracefully spare degraded drives before they fail. The Video Interruption Alarm is another feature designed specifically for surveillance customers to ensure that displayed video is in fact recorded.
  - Pivot3 uses virtualization to deliver embedded server failover without dedicated hardware, cabling or licenses. Self-healing servers ensure field failures do not compromise camera uptime or stored video access.
  - Pivot3 uses server virtualization to consolidate the infrastructure required for video surveillance. Pivot3 appliances provide both server and storage in a single appliance.
  - Yes it is supported on both Windows 2003 and Windows 2008 environment.

Question 22

- ***Address maintenance and support issues at the Fresno County Sheriff's Office.***
  - Fresno County Sheriff's Office currently has a 4 hour response Support Agreement with Avrio RMS Group. Anytime a wireless product or cameras goes offline, we are quickly able to address the issue in a 4 hour response time period. We have remote access to the site to fix 90% of the issue, while our local Field Engineer can troubleshoot hardware issues onsite as required.
  - Majority of our issues in the past 6 months have been following:
    - Bad Radio. The radio was immediately replaced using advanced RMA as part of our agreement
    - Bad Camera. The camera was replaced through vendor RMA process
    - County's Network going offline. The county IT was notified and the problem was fixed by working together with the County IT.

Question 23

- ***Who will provide the four hour response for initial repair issues?***

  - Avrio RMS Group will have an assigned field engineer to Moreno Valley during the maintenance period. This individual will be trained and certified on all of the major system components be a local resource. We will also maintain local spares inventory to ensure the system is brought back to 100% operation within the agreed upon SLA.

Question 24

- ***Address one-way communications with the parks. We want to be able to be heard on a speaker at the parks, but not to hear or record the conversations at the parks.***

  - As expressed in page 21 Section 4.2.3 of our proposal, two-way audio can be very easily added to any PoleCam unit on the field. However, we are not proposing a microphone be installed as part of this solution, therefore you will not physically be able to record any audio from any of the camera locations. The ability to speak or make announcements to someone at the park can be achieved by equipping the enclosure with a Sony Speaker. The external speaker for one-way communication will be attached to the pole above the enclosure. We propose the Sony SCAS30. The SCAS30 is a durable active speaker for outdoor environments, specifically designed for audio edge device for security network cameras.

Conditions

- The contents of this presentation and its attachments (if any) may be proprietary and/or confidential and are intended solely for the addressee(s) hereof. In addition, this presentation may be subject to non-disclosure or confidentiality agreements or applicable legal privileges, including privileges protecting communications between attorneys or solicitors and their clients or the work product of attorneys and solicitors. If you are not the intended recipient, or if this presentation has been sent to you in error, please do not read, disclose, reproduce, distribute, disseminate or otherwise use this presentation or any of its contents.
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- In no event shall Avrio RMS Group be liable for any indirect, special or consequential damages arising out of or in connection with the use of the presentation.
- In case of questions for commercial usage please get in contact with us.

E-Mail: info@avriormsgroup.com

Avrio RMS Group

www.avriormsgroup.com

World-class solutions for public safety and transportation markets.

Avrio

Request for Best and Final Offer

Please respond to the following questions in writing by Tuesday June 12, 2012 by 5pm.

1. Please provide the coverage, services, and dollar amount for maintenance each year for the first five years.
2. To provide the best quality recording quality and frame rate possible we see the storage needing to be approx. 100 TB. We required 30 day storage for intersections and parks cameras and 365 day storage for the police department cameras. Please address this in you proposal and include the cost.
3. Using BRS analytics what is the licensing fee per camera or group of cameras? We anticipate initially licensing 1 camera per park with analytics.
4. Please provide the timeline to integrate with the Tiburon CAD to communicate an event and turn cameras to presets that are programmed for such events (i.e. armed robbery).
5. How many TV news stations will we be able to record?
6. Describe how local support will work including timeline when we have a failure of equipment whether it is a camera, radio, or head-end recording device.
7. Describe how engineering support will work, including timelines, if an engineer is required.
8. We would like to be able to expand the system as money is made available. During the time period of the maintenance contract or as far out as you will commit we would like installation and service costs. We would like to be able to add cameras and radios to connect to the system including labor costs for at least a three year period. This formal request will ensure future expansion stays a part of this bid process.
9. How many locations will be covered in the first deployment?
10. Just a reminder, at our meeting you mentioned you would include the speakers at the parks. What type of speakers and cost?

3 N. Harrison St, Suite 100 * Easton, Maryland 21601* Phone: (410) 820-9334 * Fax: (410) 820-4304
E-Mail: dlipscomb@avriormsgroup.com Web: www.avriormsgroup.com

Date: June 12th, 2012

Tom Tucker
City of Moreno Valley, California

RE: RFPSC TT11/12-10, PROJECT TS-CCSS 2012-02

Dear Mr. Tucker:

Attached are our responses/clarifications to the individual pricing and technical components you requested in your email dated June 6, 2012. We are agreeing to the proposed changes at the firm fixed price bid in the original proposal of $1,768,106. Avrio RMS Group will provide the following additional scope at no additional charge to the City of Moreno Valley (the "City"):

1. Speakers in each park.
2. Additional Storage (for a total of 108 TB) to include licensing and storage for existing Police Department ("PD") cameras (365 days).
3. Additional hardware/software to allow up to 4 TV news stations to record video.

Our Company and proposed solution provides the following benefits to the City:

- Centralized management of all system components including servers, storage, network and cameras, improves overall reliability and decreases maintenance costs and allows for ease of scalability in the future.
- A completely open architecture that does not lock the City into any proprietary software or hardware.
- PODSS (PoleCams) are proven to operate with little to no maintenance in extreme weather conditions.
- World-class support and maintenance program ensures long-term system availability.

If you have any questions regarding our pricing or technical solution proposed do not hesitate to contact me at any time on my cell (410) 310-3006 or by email: dlipscomb@avriormsgroup.com. We look forward to a long-term partnership with the City of Moreno Valley to ensure your video surveillance objectives are met now and in years to come.

Sincerely,

Darrin Lipscomb
President

Individual Questions and Answers

1. **Please provide the coverage, services, and dollar amount for maintenance each year for the first five years.**

We included the 1st year maintenance as part of our base bid. Our support program is all inclusive, if anything goes wrong with the system with exception of acts of god, Avrio RMS Group will repair, replace and restore the system to operational condition. Our maintenance and support includes the following:

- Repair or replace any failed component needed to restore the system to full operation.
- Provide 24-7-365 Help Desk support with a 4 hour maximum response time for critical repair issues.
- Provide a sparing solution, whereby critical spares inventory is maintained at local facility.
- Advanced RMA for all parts.
- Extended warranty for all system components.
- Remote diagnostics and troubleshooting (requires remote access to system).
- All software and hardware patches and firmware upgrades.

Years 2 through 5 are priced as below:

Year 2: $98,000
Year 3: $112,000
Year 4: $125,000
Year 5: $145,000

2. **To provide the best quality recording quality and frame rate possible we see the storage needing to be approx. 100 TB. We required 30 day storage for intersections and parks cameras and 365 day storage for the police department cameras. Please address this in you proposal and include the cost.**

An additional four (4) 12TB Pivot3 servers are added to the proposed equipment for a total of nine (9) 12TB Pivot3 servers for a total storage capacity of 108TB. This configuration exceeds the calculated storage requirements as well as the 100TB storage specified above by the City for all the cameras and TV channels on the project. The calculations on the table below estimates 30 frame per second (fps) for all IP cameras and TV station recordings and 15 fps for the 30 cameras at the PD. Calculations use the maximum camera resolution possible for a total of 70TB of calculated storage.

Camera Name	Number of Cameras	Video Format	Device Resolution	Frames Per Second	Frame Size/ Bitrate	Audio	Hours	Motion Percentage	Number of Days	Storage
PTZ	67	H.264	640 x 480	30	256 Kbits	No	24	50%	30	2.7 TB
HD Fixed	151	H.264	2560 x 1920	30	2048 Kbits	No	24	50%	30	50.0 TB
PD Cameras	30	H.264	640 x 480	15	256 Kbits	No	24	50%	365	16.1 TB
(4)TV+Cha+Comm Rm	5	H.264	640 x 480	15	256 Kbits	yes	24	50%	365	2.5 TB

3. Using BRS analytics what is the licensing fee per camera or group of cameras? We anticipate initially licensing 1 camera per park with analytics.

A total of seven (7) BRS AISight channel licenses, one Dell Precision T3600 Quad-Core 2.8GHZ, 32GB DDR3, SATA RAID-1 with two 1-TB 3G drives, and an Intel X520 10GbE NIC dual port system to serve as the BRS Analysis and System Manager server and associate implementation and configuration services would be $30,000.

4. Please provide the timeline to integrate with the Tiburon CAD to communicate an event and turn cameras to presets that are programmed for such events (i.e. armed robbery).

We will be offering this as part of our Version 2.5 Release of PantaScene due for general availability on or about July 30, 2012. Beyond slewing cameras, PantaScene will support video push, alerting e.g., SMS, and automatic video clip generation as well as bookmarking.

5. How many TV news stations will we be able to record?

Included is the capability or recording video and audio for up to four (4) TV broadcast stations. The configuration includes four (4) Extron AVT-100N high-performance analog cable and TV tuner demodulators. Video and audio outputs from the four demodulators will be encoded using one (1) Axis P7410 4-channel video encoder and stored for synchronized playback in the Pivot3 servers. Please refer to question 2 above for the calculated storage for these four TV channels.

6. Describe how local support will work including timeline when we have a failure of equipment whether it is a camera, radio, or head-end recording device.

Upon notification of a failure via toll-free call or email, Avrio RMS Group will open a ticket in CRM and an acknowledgement will be sent to the originator. This is assigned to a help-desk technician initially which will remote into the system to run diagnostics and attempt to resolve the issue remotely. If, after 2 hours the issue is not resolved, the ticket will be escalated to the local field engineer for field level diagnostics which could include swapping out hardware. Our goal is to resolve all issues within a 24 hour period from initial notification. Our average time to repair for systems of this size is roughly 5 hours.

7. Describe how engineering support will work, including timelines, if an engineer is required.

Our local support (Field Engineer) will be trained and certified in all of the major components including hardware (radio's, cameras, peripherals, servers, etc.) and software. If after 24 hours, the local field engineer is unable to resolve the issue, he/she can escalate the ticket to a more senior engineer who will arrive onsite within 48 hours from initial notification of the problem. It is a very rare occurrence when the local field engineer is unable to resolve an issue. They have at their disposal all of our senior staff engineers no matter where they reside in the country.

8. We would like to be able to expand the system as money is made available. During the time period of the maintenance contract or as far out as you will commit we would like installation and service costs. We would like to be able to add cameras and radios to connect to the system including labor costs for at least a three year period. This formal request will ensure future expansion stays a part of this bid process.

Below are the calculated costs for one PoleCam (One PTZ + 2 HD Fixed) system for three types of deployment scenarios. The cost below includes equipment and installation services:

Scenario 1- Cost $22,194 per location – Includes overhead cost for head-end, core equipment, and wireless connectivity. An example of this type of deployment will apply to a new location where additional core, wireless, and head-end equipment services and licenses are required. The above number estimates adding five (5) or more PoleCams to a location served by the new core equipment.

Scenario 2 – Cost $20,333 per location – Includes overhead cost for head-end and wireless connectivity. An example of this type of deployment applies to an installation that utilizes the existing core network.

Scenario 3 – Cost $19,247 per location – Includes just the PoleCam. An example of this type of deployment applies to a new location that will share the available wireless bandwidth of the wireless network. Three camera licenses are included.

9. How many locations will be covered in the first deployment?

This proposal includes **all** camera locations defined on RFP # VAG TT 11/12 10 Exhibit A for phases 1, 1a, and 2. This equates to a total of 77 camera locations: 67 (1 PTZ+ 2 HD Fixed), 7 (2 HD Fixed), and 3 (1 HD Fixed). Ten (10) of these PoleCams will be deployed in the various parks as defined by the Exhibit. In addition, our proposal includes encoding and storage for the existing thirty (30) analog cameras located in the PD, one (1) fixed indoor camera for the Community Public Room, and the demodulation, encoding, and storage for four (4) TV broadcast news stations, for a total of 253 camera licenses and its storage.

Our design considers future deployment scenarios and demonstrates the feasibility of connecting to the cameras in the later phases (e.g. Grn, Purple, and Grey locations defined in Exhibit A). Appendix A of the proposal depicts the complete network wireless design.

10. Just a reminder, at our meeting you mentioned you would include the speakers at the parks. Please specify the speaker model that Avrio proposes to use at the park locations for 1-way communications.

We are proposing adding one (1) Sony SCAS30 speaker per park. The SCAS30 is a durable outdoor IP66 rated speaker with 35W of audio output power. This speaker will be mounted on top of the PoleCam and will be able broadcast live and recorded announcements to each park.

Support Agreement

Unlimited 4 Hour Response Plan

THIS AGREEMENT is made and entered into as of City of Moreno Valley between Avrio Group Surveillance Solutions, LLC (aka Avrio RMS Group), a Delaware limited liability company with its principal place of business at 8 S. West St, Suite 101, Easton, MD 21601 ("Avrio Group"), and the City of Moreno Valley (CUSTOMER) with its principal place of operation being 14177 Frederick Street, Moreno Valley, CA 92552.

For a period of one (1) year from the date hereof (the "Maintenance Term") and any renewal Maintenance Term, Avrio will supply the services described in Section 1 below ("Services") to the CUSTOMER with respect to the products described in Section 4 below ("Products") and referenced in Schedule A.

1. **INCLUDED SERVICES**

- Unlimited number of incidents including 4 hour response 24x7x365, Onsite Support: Next Business Day. All parts and labor included.
- Ability to use telephone, e-mail, chat and screen sharing technology for all support incidents including end-user support:
  - Phone: 1-877-899-9334
  - E-Mail: support@avriormsgroup.com
- Free shipment and installation of all patches and maintenance releases.
- Depot repair and/or RMA's on all equipment under current warranty
- Local spare parts inventory.
- Remote Diagnostics and Incident reporting.
- SNMP monitoring of all supported devices on the video network.
- Free software/firmware patches and upgrades.
- Preventative care for the cameras and radios no less than twice each year. This includes camera lense or dome cleaning, camera positioning adjustments, and wireless radio adjustments.

Notes:

- Avrio Group will not charge for support for up to 30 days after project signoff.
- Pursuant to the terms of this Agreement, any service and labor charges not covered under the terms of this Agreement shall be charged by Avrio Group at the following rates: Mon-Fri $150/hr.; Sat, Sun & Holidays $250/hr. Hours billed after normal working hours (9am-5pm) will be billed at 1.5 times the hourly rate. Travel expenses are additional and charged as 1 way travel time at normal hourly rates.

2. AVRIO GROUP RESPONSIBILITIES

During the Maintenance Term:

- AVRIO GROUP will use commercially reasonable efforts to assist the CUSTOMER to resolve problems in its use of the IP Surveillance solution as described in Section 1. AVRIO GROUP makes no guarantee that it can, or will, solve any problems with respect to the solution presented by the CUSTOMER, and further disclaims any warranties above and beyond the manufacturer's warranty or any limited warranties expressly made by AVRIO GROUP in the statement of work terms and conditions.
- AVRIO GROUP will provide access on its web site and/or FTP site to all Maintenance Updates for software and firmware that is part of the solution to the CUSTOMER as soon as practical in the ordinary course of business after commercial release of the same.
- AVRIO GROUP will provide Customer with Maintenance Updates, which, in AVRIO GROUP'S sole determination, correct application problems that are reasonably likely to prevent substantially full utilization of Product(s).
- AVRIO GROUP will offer Services for the then current release of Product(s). Avrio will also offer Services for the release of Product(s) immediately preceding the then-current release for not less than twelve (12) months from the date of such release.

3. CUSTOMER RESPONSIBILITIES

- CUSTOMER is responsible for (i) hardware, (ii) operating systems, (iii) network setup, (iv) network maintenance and (v) setup and use of any file access control systems.
- CUSTOMER is responsible for providing secure remote broadband access to all servers that require support. Administrative rights and login will be provided to Avrio allowing for support and monitoring of the CUSTOMER installation.
- CUSTOMER is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the IP-Surveillance software.
- CUSTOMER shall provide its personnel access to, and require its personnel to review, the IP-Surveillance software user guide before calls are made to Avrio Telephone Support.
- If support requires onsite services, CUSTOMER will be billed for one way travel time and a per diem not to exceed $200/day.
- Customer is responsible for requesting any Maintenance Term extension. In the event that Customer does not request and pay for a Maintenance Term extension, Avrio makes no guarantee that Services will be supplied.
- After expiration, Customer may resume the Services by payment of the then current annual Maintenance and Support Fee.

4. **PRODUCTS COVERED IN AGREEMENT**

ALL PRODUCTS PROVIDED AS PART OF THE ORIGINAL CONTRACT. SEE BILL OF MATERIALS.

5. **ANNUAL MAINTENANCE FEE:** Customer will pay Avrio an annual maintenance fee for the Services in accordance with the fee schedule set forth below ("Maintenance and Support Fee"), which shall be paid within thirty (30) days of the date of invoice. If Customer breaches any of its obligations under this Section 5, Avrio may in its sole discretion terminate this Agreement by providing written notice and/or refusing to provide the Services.

a.	Year 1 maintenance	Included - No Charge
b.	Year 2 maintenance	$98,000
c.	Year 3 maintenance	$112,000
d.	Year 4 maintenance	$125,000
e.	Year 5 maintenance	$145,000

6. **EQUIPMENT MAINTENANCE:** Avrio Group agrees, during the Initial Term of this Agreement, and any extension thereto, subject to the other terms of this Agreement, to keep the CUSTOMER's Equipment, as described on the attached Schedule A (hereinafter referred to as "Equipment"), in satisfactory operation and to make all repairs and adjustments to the Equipment, and to supply such parts as may be required which are incidental to the maintenance of the Equipment. Such maintenance shall be provided to the CUSTOMER at the Equipment's location subject.

7. **EXCLUSIONS FROM COVERED MAINTENANCE**: The following labor and services shall be expressly excluded from the Maintenance provisions of this Agreement: (1) Services required due to change or alterations in Equipment specifications not performed by AVRIO GROUP personnel, (2) Services required due to supply items that do not meet AVRIO GROUP' specifications or standards, (3) Installation, moving, or removing of the Equipment, options, attachments or cables, (4) Replacement of consumable items, supplies or accessories (such as ink cartridges, disks, paper, scanners lamps, pad assemblies, pick rollers, etc.), (5) Replacement of parts, repair of damage or increase in Service Time to Equipment resulting from fire, lightning, flood, wind, accident, theft, abuse, neglect, misuse, natural disaster, or any causes other than ordinary use for which the Equipment was intended, (6) Problems related to software (other than the internal operating system software), whether such software is program files or data files on either tape, floppy disks, hard disks or any other kind of media, (7) Electrical work external to the Equipment or maintenance of accessories, attachments or other devices not listed on the Schedule A, (8) Service or repair due to failure of electrical power, air conditioning or humidity control, (9) Refinishing of Equipment, (10) Work requested by CUSTOMER for rearrangement, such as additional wiring, moving other equipment or cables, relocating Equipment or repairing a previously prepared site or station to make it operational, (11) Specific requests by CUSTOMER for maintenance which is in addition to Covered Maintenance requirements, and (12) labor and services associated with equipment that is no longer covered under the manufacturer's warranty.

8. **SOFTWARE RELATED PROBLEMS**: Upon a determination by a AVRIO GROUP engineer that a problem is related to software (other than internal operating system software), and thereby excluded from the Covered Maintenance provisions of this Agreement, the engineer will immediately notify the CUSTOMER and the CUSTOMER will be

subject only to AVRIO GROUP' minimum charge for service and labor. All further work thereafter regarding such problem, shall be at AVRIO GROUP' normal rates for said service.

9. **CUSTOMER OBLIGATION:** CUSTOMER shall: (1) immediately notify AVRIO GROUP of any Equipment malfunction requiring the services hereunder, (2) only use attachments and supplies which are compatible and suitable for use with the Equipment, (3) allow free and full access to the Equipment in order to allow AVRIO GROUP to provide service, and (4) have a company representative present while the Equipment is being serviced.

10. **CHARGES TO CUSTOMER:** In addition to the Total Contract Amount, the CUSTOMER shall be subject to the following charges: (1) Labor and Service charges for Labor and Service performed which is outside the Covered Maintenance mentioned above, (2) Parts not covered by the Covered Maintenance, (3) All maintenance charges are exclusive of applicable federal, state or local taxes and CUSTOMER shall pay or reimburse AVRIO GROUP for any such taxes and AVRIO GROUP may add such taxes to the invoices submitted to CUSTOMER, and (4) All Maintenance charges are subject to increase or decrease upon any change in specifications for Equipment or upon addition of features or attachments thereto. CUSTOMER shall pay AVRIO GROUP for all supplies and consumables utilized by CUSTOMER in the use of the Equipment or by AVRIO GROUP in the performance of the Covered Maintenance.

11. **UNAUTHORIZED SERVICE OF EQUIPMENT:** The repair of the Equipment by anyone other than an authorized engineer of AVRIO GROUP or a CUSTOMER technician trained by AVRIO GROUP or AVRIO GROUP' designee, will, at AVRIO GROUP' option, be cause to void this Agreement. If such unauthorized repair occurs and AVRIO GROUP chooses to void this Agreement then all payments made by CUSTOMER pursuant to this Agreement shall be forfeited as liquidated damages.

12. **PAYMENT:** The CUSTOMER must pay to AVRIO GROUP the amount shown in section 5 of this agreement within 30 days from the date of the invoice presented to CUSTOMER pursuant to this Agreement. CUSTOMER's failure to deliver payment within this time period shall, at AVRIO GROUP' option, render this Agreement void. Future payments of invoices delivered to CUSTOMER under the terms of this Agreement, shall be due within 30 days from the date of the AVRIO GROUP invoice. In addition to any other remedies allowed by law AVRIO GROUP may assess up to 18% interest per annum for late payment.

13. **DISCLAIMER OF WARRANTY:** AVRIO GROUP makes no warranty of any kind, express or implied, including without limitation, any warranty of merchantability or fitness for a particular use or purpose with respect to the subject matter hereof, maintenance to be performed by AVRIO GROUP pursuant to the terms hereof, or parts to be supplied hereunder.

14. **LIMITATION OF LIABILITY:** Notwithstanding anything in this Agreement to the contrary, AVRIO GROUP's aggregate liability for claims by CUSTOMER arising from a breach of this Agreement shall not exceed the amounts paid by CUSTOMER to AVRIO GROUP hereunder.

15. **FORCE MAJEURE:** AVRIO GROUP shall not be liable to CUSTOMER for any delay or failure by AVRIO GROUP to perform its obligations under this Agreement if such delay or failure arises from any cause(s) beyond the reasonable control of AVRIO GROUP, including but not limited to third party labor disputes, third party strikes, other third party labor or industrial disturbances, act of God, floods, lightning, earthquakes, shortages of materials, rationing, utility or communication failures, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, new or changed regulations or orders of any governmental agency or subdivision thereof, or temporary unavailability of four (4) hours or less of qualified service personnel at AVRIO GROUP' office due to service call(s) received before CUSTOMER's call.

16. **TERMINATION OF AGREEMENT:** AVRIO GROUP shall have the right, at its option, to terminate this Agreement by written notice to CUSTOMER in the event (1) of an assignment by CUSTOMER to the benefit of the Creditors, (2) CUSTOMER is in voluntary or involuntary Bankruptcy, (3) CUSTOMER is insolvent or otherwise admits insolvency. In addition to any other remedies that AVRIO GROUP may have hereunder or otherwise in accordance with the law, AVRIO GROUP or CUSTOMER may terminate this Agreement at any time with thirty (30) days written notice.

17. **NOTICES:** Any notice, request, instruction or other document pertaining to this Agreement shall be in writing and delivered personally, or by registered or certified mail to the appropriate party at the address specified on the cover page.

18. **MISCELLANEOUS:** CUSTOMER agrees not to relocate any Equipment to another address without AVRIO GROUP' express written approval. Neither this Agreement nor any rights hereunder may be assigned or otherwise transferred by the CUSTOMER without express written approval from AVRIO GROUP. Neither this Agreement nor any rights hereunder may be assigned or otherwise transferred by AVRIO GROUP without express written approval from CUSTOMER.

19. **INDEPENDENT CONTRACTOR STATUS:** AVRIO GROUP shall be in the relationship of independent contractor with CUSTOMER, and nothing herein shall be construed as creating, at any time, the relationship of employer and employee between the parties hereto, nor shall this Agreement be construed as creating any relationship whatsoever between CUSTOMER and AVRIO GROUP employees. AVRIO GROUP has sole authority and responsibility to employ, discharge, and otherwise control its employees, and neither AVRIO GROUP, nor any of its employees are, or shall be deemed to be, employees of CUSTOMER.

20. **ACCEPTANCES**

Avrio Group Surveillance Solutions, LLC	**City of Moreno Valley**
By: (Signature)	By: (Signature)
Name:	Name: Henry T. Garcia
Title:	Title: City Manager
Date	Date

SCHEDULE A (EQUIPMENT LIST)

Qty	*Part Number*	*Serial Number*
	To be completed as the system is built.	

EXHIBIT B

CITY RESPONSIBILITIES

1. Furnish the Contractor all in-house data which is pertinent to services to be performed by the Contractor and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.

2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Contractor.

3. Provide timely City staff liaison with the Contractor when requested and when reasonably needed.

4. Provide one copy of 2012 Work Area Traffic Control Handbook from CalTrans Manual.

5. Provide one copy of 2012 California Manual of Temporary Traffic Controls for Construction and Maintenance Work Zones from CalTrans Manual.

EXHIBIT C

TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed $1,800,000.00.

2. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml

3. The Contractor will electronically submit an invoice to the City as provided in this Agreement for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org

   Accounts Payable questions can be directed to (951) 413-3073.

   Copies of invoices shall be submitted to the Financial & Administrative Services Department to Steve Hargis, Technology Services Division Manager, at

   steveh@moval.org or calls directed to (951) 413-3401.

4. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:

   A. Vendor Name, Mailing Address, and Phone Number
   B. Invoice Date
   C. Vendor Invoice Number
   D. City-provided Reference Number (e.g. Project, Activity)
   E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed

billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

7. Payments will be made based on project milestones achieved and accepted in writing by the City's Technology Services Division Manager. The milestone payment schedule is:

Milestone	**Percentage**	**Amount**
Completion of Project Initiation Meeting and assignment of Avrio Project Manager	15%	$270,000
Completed demonstration of operational backhaul, operational VMS, and recording from all cameras at 4 Phase 1 locations	25%	$450,000
Completed demonstration of recording from all cameras at 20 Phase 1 locations and completed CAD integration	10%	$180,000
Completed demonstration of all City park locations and delivery of the 3 portable camera systems	10%	$180,000
Completed demonstration of all remaining cameras and integration of 48 existing PD cameras	10%	$180,000
Final Acceptance	30%	$540,000
Total (maximum)	**100%**	**$1,800,000**

Final Acceptance shall be defined as all hardware (e.g. cameras, radios, switches, computers, storage devices, etc.) and software (e.g. firmware, video management system, etc.) fully operating with no critical outages/errors and no more than 10 non-critical outages/errors system wide.

BOND NO. _____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. TS-CCSS 2012-02

CITYWIDE CAMERA SURVEILLANCE SYSTEM
City of Moreno Valley

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to Avrio Group Surveillance Solutions, LLC (aka Avrio RMS Group), as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the Mayor/City Manager, and identified as Project No. TS CCSS 2012-02, and Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond to secure the payment of claims of laborers, mechanics, material men, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of one million, eight-hundred thousand dollars, ($1,800,000), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

Contractor and Surety agree that this Labor and Materials Payment Bond shall not be considered a part of the Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Labor and Materials Payment Bond is a separate obligation of the Contractor and its Surety, and that

any attorneys' fee provision contained in this Labor and Materials Payment Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

SIGNATURE PAGE FOLLOWS

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this ____ day of _____ 2012.

CONTRACTOR (Principal)	SURETY
Contractor Name: Avrio Group Surveillance Solutions, LLC	Name: _____
Address: 3 N. Harrison Street, Suite 100 Easton, Maryland 21601	Address: _____
Telephone No.: (410) 820-9334 x101	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

____ day of _____ 2012

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by a California admitted surety insurer (CCP 995.311).
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact.
- The bond shall include an attached Notary Certificate for the Bidder.
- The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.
- The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.
- The Bidder's and Surety's corporate seal may be affixed hereto.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, City Treasurer

AGENDA DATE: August 28, 2012

TITLE: RECEIPT OF QUARTERLY INVESTMENT REPORT – QUARTER ENDED June 30, 2012

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the attached Quarterly Investment Report, in compliance with the City's Investment Policy.

BACKGROUND

California Government Code Sections 53601 and 53646 establish the types of investments allowed, the governing restrictions on these investments, the third-party custodian arrangement for certain investments, and the reporting practices related to the portfolio for local agencies. The City's Investment Policy, adopted on April 24, 2012 is in full compliance with the requirements of both of the above-mentioned Code Sections.

DISCUSSION

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended June 30, 2012. This is the fourth quarterly report submitted for the 2011-12 fiscal year and is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City's Investment Policy and Government Code Section 53601 as to the types of investments allowed. As stated in the attached report, there is more than adequate liquidity within the portfolio for the City to meet its budgeted expenditures over the next six months.

The City has used Chandler Asset Management as its professional portfolio manager since 2010. Chandler uses an active investment management approach. Utilizing an *active* approach, securities purchased for investment are not necessarily held to maturity but may be actively traded based on market conditions and the City's investment goals. The City's cash flow requirements are evaluated on an ongoing basis, with short-term needs accommodated through the City's pooled investment funds with the State Local Agency Investment Fund (LAIF). LAIF is a pool of public funds managed by the State Treasurer of California, providing 24-hour liquidity while yielding a rate of return approximately equivalent to a one-year treasury bill. With the combined use of a conservative approach to evaluating cash flow needs and LAIF liquidity, the City will not have to liquidate securities at current market rates that are intended to be held for longer-term investment. This is especially important considering that the average maturity of the general portfolio is 2.21 years.

The investments managed by Chandler Asset Management totaled $167,407,504 at par and achieved a Yield to Maturity (YTM) for June 2012 of 1.31%. This compares to a YTM in March 2012 of 1.40% and a YTM in June 2011 of 1.53% In addition, the City maintained $27,039,703 in the State Local Agency Investment Fund Pool (LAIF) with a YTM of .36%

In accordance with California Government Code Section 53646, the City is properly reporting investments of all bond proceeds and Deferred Compensation Plan funds. These funds are not managed by the City Treasurer as part of the pooled investment program and were not included in the City's investment reports prior to the current legislation. Bond proceeds are held and invested by a Trustee; Deferred Compensation Plan funds are held and invested by the respective plan administrators with the funds also placed in a trust separate from City funds.

FISCAL IMPACT

Current market rates continue to hover at or near all time lows and based on comments by the Federal Reserve Board we do not expect this to change in the near future. This interest rate environment directly impacts the ability of the portfolio to generate income. The budget for fiscal year 2011-12 projected General Fund investment earnings totaling $2.3 million. Year to date through June 2012 these revenues have totaled $2.2 million.

CITY COUNCIL GOALS

Revenue Diversification and Preservation. Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

SUMMARY

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended June 30, 2012. This report is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City's Investment Policy and Government Code Section 53601 as to the types of investments allowed. It is recommended that the City Council receive and file the attached Quarterly Investment Report.

ATTACHMENTS/EXHIBITS

Attachment 1 - Treasurer's Cash and Investments Report – June 2012
Attachment 2 – Chandler Asset Management Bond Market Review – July 2012

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
City Treasurer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00175308

CITY OF MORENO VALLEY

Treasurer's Cash and Investments Report

June 2012

General Portfolio	Cost Value	Market Value	Par Value	Average Maturity	Average Yield to Maturity	Average Duration
Bank Accounts	780,652	780,652	780,652			
State of California LAIF Pool	27,039,703	27,039,703	27,039,703	**0.70**	**0.36%**	
Investments	172,324,783	172,548,837	167,407,504	**2.21**	**1.31%**	**2.11**
Total General Portfolio	**200,145,138**	**200,369,192**	**195,227,859**	**Years**		**Years**

Bond Proceeds with Fiscal Agents	Market Value
Construction Funds	3,371,832
Principal & Interest Accounts	620,793
Debt Service Reserve Funds	9,897,019
Custody Accounts	0
Arbitrage Rebate Accounts	0
Other Accounts	190,201
Total Bond Proceeds	**14,079,845**

Deferred Compensation Funds	Market Value as of Mar 31, 2011
Nationwide	9,680,668
ICMA	4,237,069
Total Deferred Compensation Funds	**13,917,737**
Total Investment Portfolio	**228,366,774**

1. I hereby certify that the investments are in compliance with the investment policy adopted by the City Council. There are no items of non-compliance for this period.
2. The market values for the specific investments in the General Portfolio are provided by the City's investment advisor, Chandler Asset Management.
3. The market value for LAIF is provided by the State Treasurer.
4. The market values for investments held by fiscal agents and the deferred compensation plans are provided by each respective trustee or fiscal agent.
5. The City has the ability to meet its budgeted expenditures for the next six months pending any future action by City Council or any unforeseen catastrophic event.

Richard Teichert
City Treasurer

Attachment 1

MV00175309

Portfolio Summary

As of 6/30/2012

PORTFOLIO CHARACTERISTICS

Average Duration	2.11
Average Coupon	2.02 %
Average Purchase YTM	1.31 %
Average Market YTM	0.74 %
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.21 yrs
Average Life	2.18 yrs

ACCOUNT SUMMARY

	Beg. Values as of 5/31/12	End Values as of 6/30/12
Market Value	209,997,198	200,369,192
Accrued Interest	985,407	1,002,067
Total Market Value	**210,982,605**	**201,371,258**
Income Earned	214,384	220,476
Cont/WD		
Par	204,715,988	195,227,859
Book Value	206,623,153	197,037,160
Cost Value	209,760,543	200,145,138

TOP ISSUERS

Issuer	% Portfolio
Government of United States	15.4 %
Local Agency Investment Fund	13.4 %
Federal Home Loan Mortgage Corp	10.2 %
Federal National Mortgage Assoc	10.2 %
Federal Farm Credit Bank	9.1 %
Federal Home Loan Bank	8.6 %
Tennessee Valley Authority	3.9 %
General Electric Co FDIC Insure	1.8 %
	72.7 %

SECTOR ALLOCATION

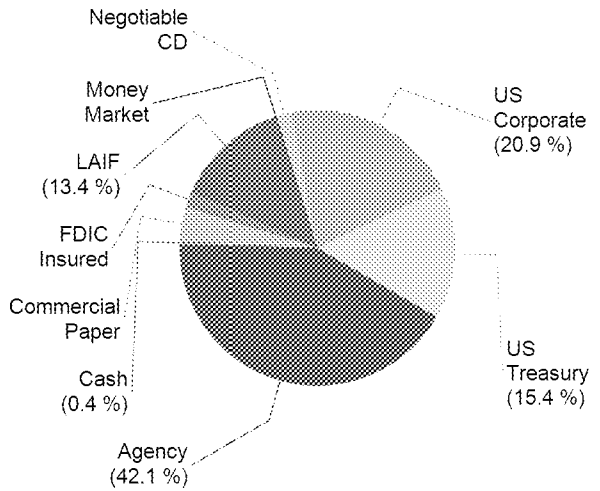

MATURITY DISTRIBUTION

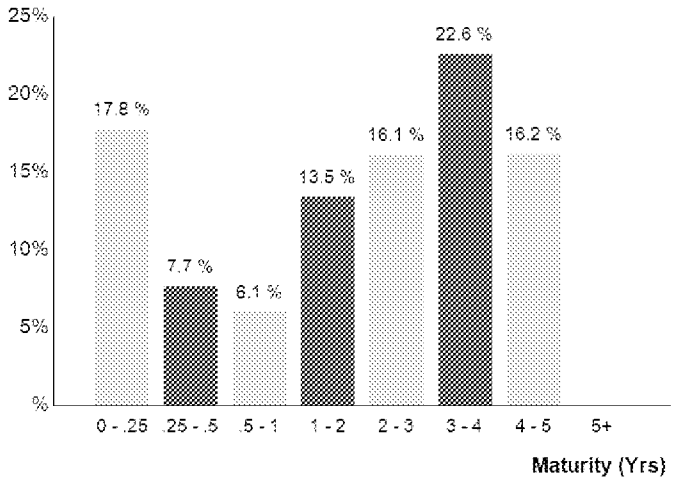

CREDIT QUALITY (S&P)

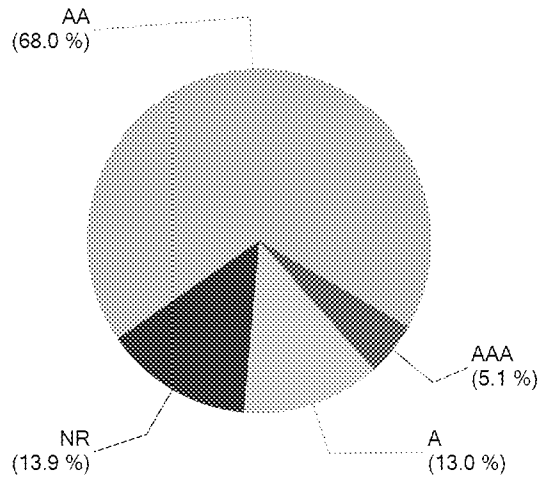

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MV00175310

Holdings Report

As of 6/30/12

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody S&P	Maturity Duration
AGENCY									
3133XT4J2	FHLB Note 2.45% Due 8/13/2012	1,000,000.00	02/13/2009 2.45 %	1,000,000.00 1,000,000.00	100.26 0.26 %	1,002,617.00 9,391.67	0.50 % 2,617.00	Aaa AA+	0.12 0.12
3133XYWB7	FHLB Note 0.875% Due 8/22/2012	1,600,000.00	11/23/2010 0.51 %	1,610,008.00 1,600,816.98	100.10 0.18 %	1,601,609.60 5,016.67	0.80 % 792.62	Aaa AA+	0.15 0.14
3137EACQ0	FHLMC Note 0.625% Due 12/28/2012	3,450,000.00	12/22/2010 0.75 %	3,441,354.30 3,447,874.01	100.20 0.21 %	3,457,013.85 179.69	1.72 % 9,139.84	Aaa AA+	[illegible] [illegible]
880591CW0	Tennessee Valley Authority Note 6% Due 3/15/2013	3,725,000.00	Various 1.88 %	4,194,744.63 3,829,405.07	104.06 0.26 %	3,876,100.90 65,808.34	1.96 % 46,695.83	Aaa AA+	[illegible] [illegible]
31331GVD8	FFCB Note 2.2% Due 4/8/2013	1,000,000.00	05/08/2009 2.20 %	1,000,000.00 1,000,000.00	101.46 0.31 %	1,014,591.00 5,072.22	0.51 % 14,591.00	Aaa AA+	[illegible] [illegible]
880591DW9	Tennessee Valley Authority Note 4.75% Due 8/1/2013	3,750,000.00	03/15/2010 1.90 %	4,097,325.00 3,861,459.24	104.84 0.28 %	3,931,680.00 74,218.75	1.99 % 70,220.76	Aaa AA+	[illegible] [illegible]
31331KET3	FFCB Note 0.98% Due 9/23/2013	1,970,000.00	03/28/2011 1.10 %	1,964,227.90 1,967,145.73	100.80 0.33 %	1,985,767.88 5,255.52	0.99 % 18,622.15	Aaa AA+	[illegible] [illegible]
31331GTJ8	FFCB Note 2.625% Due 4/17/2014	1,000,000.00	10/05/2010 1.02 %	1,055,660.00 1,028,283.40	104.05 0.36 %	1,040,523.00 5,395.83	0.52 % 12,239.60	Aaa AA+	1.80 1.76
31331JQA4	FFCB Note 1.9% Due 6/2/2014	4,300,000.00	06/08/2010 1.96 %	4,289,551.00 4,294,944.96	102.93 0.37 %	4,426,033.00 6,581.39	2.20 % 131,088.04	Aaa AA+	1.92 1.89
3137EACD9	FHLMC Note 3% Due 7/28/2014	1,550,000.00	03/15/2010 2.41 %	1,587,771.95 1,567,926.88	105.25 0.46 %	1,631,347.10 19,762.50	0.82 % 63,420.22	Aaa AA+	2.08 2.0[illegible]
31331GL80	FFCB Note 3% Due 9/22/2014	4,000,000.00	03/17/2010 2.47 %	4,090,640.00 4,044,687.88	105.80 0.38 %	4,232,016.00 33,000.00	2.12 % 187,328.12	Aaa AA+	2.[illegible] 2.[illegible]
3136FPLV7	FNMA Callable Note 1X 3/24/2011 1.57% Due 9/24/2014	2,025,000.00	09/26/2011 0.65 %	2,080,181.25 2,066,183.81	102.55 0.42 %	2,076,675.98 8,566.31	1.04 % 10,492.17	Aaa AA+	2.24 2.19
3134G3CM0	FHLMC Callable Note 1X 12/12/12 0.92% Due 12/12/2014	1,120,000.00	12/15/2011 0.83 %	1,121,008.00 1,120,456.66	100.16 0.56 %	1,121,800.96 543.82	0.56 % 1,344.30	Aaa AA+	2.45 0.76
3135G0LC5	FNMA Callable Note Qtrly 11/29/12 0.7% Due 5/29/2015	1,920,000.00	05/09/2012 0.70 %	1,920,000.00 1,920,000.00	99.99 0.70 %	1,919,850.24 1,194.67	0.95 % (149.76)	Aaa AA+	2.91 1.74
3133EADW5	FFCB Note 0.55% Due 8/17/2015	3,450,000.00	04/27/2012 0.60 %	3,444,862.95 3,445,127.48	100.20 0.49 %	3,456,793.05 7,062.92	1.72 % 11,665.57	Aaa AA+	3.13 3.09
313370JB5	FHLB Note 1.75% Due 9/11/2015	3,600,000.00	08/04/2011 1.15 %	3,685,824.00 3,666,860.22	103.34 0.69 %	3,720,232.80 19,250.00	1.86 % 53,372.58	Aaa AA+	3.20 3.10
31331J6C2	FFCB Note 2.35% Due 12/22/2015	2,000,000.00	03/28/2011 2.27 %	2,007,240.00 2,005,313.80	106.80 0.38 %	2,136,066.00 1,175.00	1.06 % 130,752.20	Aaa AA+	3.48 3.36
3136FPDC8	FNMA Callable Note 1X 3/8/2011 2% Due 3/8/2016	1,765,000.00	08/24/2011 1.22 %	1,825,645.40 1,814,262.95	104.67 0.71 %	1,847,497.87 11,080.28	0.92 % 33,234.92	Aaa AA+	3.69 3.54
3135G0AL7	FNMA Note 2.25% Due 3/15/2016	2,875,000.00	07/25/2011 1.69 %	2,947,018.75 2,932,589.46	105.52 0.74 %	3,033,677.00 19,046.88	1.52 % 101,087.54	Aaa AA+	3.71 3.55
313372YS7	FHLB Note 2.45% Due 3/30/2016	2,150,000.00	07/07/2011 1.87 %	2,206,631.00 2,194,858.83	106.30 0.74 %	2,285,501.60 13,315.07	1.14 % 90,642.77	Aaa AA+	3.75 3.58

Holdings Report

As of 6/30/12

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
AGENCY									
3137EACT4	FHLMC Note 2.5% Due 5/27/2016	3,475,000.00	06/14/2011 1.86 %	3,579,229.15 3,557,298.32	106.69 0.76 %	3,707,303.75 8,204.86	1.85 % 150,005.43	Aaa AA+	3.91 3.73
313373SZ6	FHLB Note 2.125% Due 6/10/2016	3,350,000.00	Various 1.42 %	3,456,779.50 3,439,195.23	105.17 0.79 %	3,523,154.80 4,152.61	1.75 % 83,959.57	Aaa AA+	3.95 3.79
31359MS61	FNMA Note 5.375% Due 7/15/2016	2,700,000.00	10/13/2011 1.29 %	3,206,106.90 3,131,009.05	118.18 0.79 %	3,190,951.80 66,918.75	1.62 % 59,942.75	Aaa AA+	4.04 3.63
3137EACW7	FHLMC Note 2% Due 8/25/2016	3,475,000.00	09/14/2011 1.19 %	3,610,316.50 3,588,587.94	105.08 0.76 %	3,651,401.43 24,325.00	1.83 % 62,813.49	Aaa AA+	4.16 3.97
3135G0CM3	FNMA Note 1.25% Due 9/28/2016	1,300,000.00	Various 1.22 %	1,301,462.70 1,301,410.74	101.75 0.83 %	1,322,700.60 4,197.92	0.66 % 21,289.86	Aaa AA+	4.25 4.12
3135G0ES8	FNMA Note 1.375% Due 11/15/2016	3,400,000.00	01/24/2012 1.17 %	3,431,885.20 3,429,049.34	102.35 0.83 %	3,479,917.00 5,973.61	1.73 % 50,867.66	Aaa AA+	4.38 4.24
3135G0GY3	FNMA Note 1.25% Due 1/30/2017	3,425,000.00	02/09/2012 1.10 %	3,449,368.88 3,447,512.97	101.58 0.90 %	3,478,988.28 17,957.47	1.74 % 31,475.31	Aaa AA+	4.59 4.43
3133787M7	FHLB Note 1.05% Due 2/27/2017	1,720,000.00	02/27/2012 1.03 %	1,721,582.40 1,721,474.94	100.67 0.90 %	1,731,489.60 6,521.67	0.86 % 10,014.66	Aaa AA+	4.67 4.52
3137EADC0	FHLMC Note 1% Due 3/8/2017	3,490,000.00	03/14/2012 1.29 %	3,441,314.50 3,444,205.12	100.54 0.88 %	3,508,877.41 10,954.72	1.75 % 64,672.29	Aaa AA+	4.69 4.56
313378WF4	FHLB Note 1.125% Due 3/10/2017	3,435,000.00	04/24/2012 1.05 %	3,447,228.60 3,446,768.31	100.98 0.91 %	3,468,827.88 9,446.25	1.73 % 22,059.57	Aaa AA+	4.70 4.55
3137EADF3	FHLMC Note 1.25% Due 5/12/2017	3,300,000.00	05/29/2012 1.06 %	3,330,600.90 3,330,059.29	101.32 0.97 %	3,343,612.80 5,614.58	1.66 % 13,553.51	Aaa AA+	4. 4.
Total Agency		**81,320,000.00**	**1.41 %**	**83,545,569.36 82,644,768.61**	**0.60 %**	**84,204,620.18 475,184.97**	**42.05 % 1,559,851.57**	**Aaa AA+**	**3.03 2.88**
CASH									
90CASH$00	Cash Custodial Cash Account	780,652.35	Various 0.00 %	780,652.35 780,652.35	1.00 0.00 %	780,652.35 0.00	0.39 % 0.00	NR NR	0.00 0.00
Total Cash		**780,652.35**	**N/A**	**780,652.35 780,652.35**	**0.00 %**	**780,652.35 0.00**	**0.39 % 0.00**	**NR NR**	**0.00 0.00**
COMMERCIAL PAPER									
06416JH14	Bank of Nova Scotia Discount CP 0.3% Due 8/1/2012	2,800,000.00	01/30/2012 0.30 %	2,795,706.67 2,799,276.67	99.97 0.30 %	2,799,276.67 0.00	1.39 % 0.00	P-1 A-1+	0.09 0.09
69349JHL0	PNC Bank Discount CP 0.2% Due 8/20/2012	1,700,000.00	06/25/2012 0.20 %	1,699,480.55 1,699,527.77	99.97 0.20 %	1,699,527.77 0.00	0.84 % 0.00	P-1 A-1	0.14 0.14
06416JHW6	Bank of Nova Scotia Discount CP 0.185% Due 8/30/2012	750,000.00	05/31/2012 0.19 %	749,649.27 749,768.75	99.97 0.19 %	749,768.75 0.00	0.37 % 0.00	P-1 A-1+	0.17 0.17
89233GKF2	Toyota Motor Credit Discount CP 0.38% Due 10/15/2012	1,300,000.00	04/18/2012 0.39 %	1,297,530.00 1,298,545.44	99.89 0.39 %	1,298,545.44 0.00	0.64 % 0.00	P-1 A-1+	0.29 0.29

Holdings Report

As of 6/30/12

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
COMMERCIAL PAPER									
89233GLT1	Toyota Motor Credit Discount CP 0.33% Due 11/27/2012	1,600,000.00	05/31/2012 0.34 %	1,597,360.00 1,597,814.67	99.86 0.34 %	1,597,814.67 0.00	0.79 % 0.00	P-1 A-1+	0.41 0.41
Total Commercial Paper		**8,150,000.00**	**0.29 %**	**8,139,726.49 8,144,933.30**	**0.29 %**	**8,144,933.30 0.00**	**4.04 % 0.00**	**P1 A-1**	**0.20 0.20**
FDIC INSURED US CORPORATE									
36967HAV9	GE Capital Corp FDIC Guaranteed Note 2.125% Due 12/21/2012	3,645,000.00	05/19/2010 1.27 %	3,723,710.13 3,659,455.26	100.86 0.31 %	3,676,419.90 2,151.56	1.83 % 16,964.64	Aaa AA+	0 0
Total FDIC Insured US Corporate		**3,645,000.00**	**1.27 %**	**3,723,710.13 3,659,455.26**	**0.31 %**	**3,676,419.90 2,151.56**	**1.83 % 16,964.64**	**Aaa AA+**	**0 0**
LAIF									
90LAIF$00	Local Agency Investment Fund State Pool	27,039,702.85	Various 0.35 %	27,039,702.85 27,039,702.85	1.00 0.35 %	27,039,702.85 26,406.91	13.44 % 0.00	NR NR	0 0
Total LAIF		**27,039,702.85**	**0.35 %**	**27,039,702.85 27,039,702.85**	**0.35 %**	**27,039,702.85 26,406.91**	**13.44 % 0.00**	**NR NR**	**0.00 0.00**
MONEY MARKET FUND FI									
431114701	Highmark Govt Money Market Fund	184,504.13	Various 0.00 %	184,504.13 184,504.13	1.00 0.00 %	184,504.13 0.00	0.09 % 0.00	Aaa AAA	0.00 0.00
Total Money Market Fund FI		**184,504.13**	**N/A**	**184,504.13 184,504.13**	**0.00 %**	**184,504.13 0.00**	**0.09 % 0.00**	**Aaa AAA**	**0.00 0.00**
NEGOTIABLE CD									
89112XWE1	Toronto Dominion Bank CD 0.245% Due 11/9/2012	3,640,000.00	05/07/2012 0.24 %	3,640,000.00 3,640,000.00	100.00 0.24 %	3,640,000.00 1,337.70	1.81 % 0.00	P-1 A-1+	0.36 0.36
Total Negotiable CD		**3,640,000.00**	**0.24 %**	**3,640,000.00 3,640,000.00**	**0.24 %**	**3,640,000.00 1,337.70**	**1.81 % 0.00**	**Aaa AAA**	**0.36 0.36**
US CORPORATE									
931142CL5	Wal-Mart Stores Note 4.25% Due 4/15/2013	3,260,000.00	Various 1.54 %	3,491,366.25 3,328,004.69	102.99 0.46 %	3,357,457.71 29,249.45	1.68 % 29,453.02	Aa2 AA	0.79 0.78
459200GR6	IBM Corp Note 2.1% Due 5/6/2013	1,225,000.00	01/27/2011 1.00 %	1,255,269.75 1,236,282.69	101.33 0.53 %	1,241,268.00 3,930.21	0.62 % 4,985.31	Aa3 AA-	0.85 0.84
91159HGY0	US Bancorp Callable Note Cont 8/13/13 1.375% Due 9/13/2013	2,665,000.00	Various 1.32 %	2,668,966.65 2,666,524.57	100.85 0.61 %	2,687,647.17 10,993.13	1.34 % 21,122.60	Aa3 A	1.21 1.11
254687AW6	Walt Disney Corp Note 4.5% Due 12/15/2013	1,720,000.00	Various 1.23 %	1,873,880.60 1,800,200.35	105.88 0.45 %	1,821,051.73 3,440.00	0.91 % 20,851.38	A2 A	1.46 1.42

Item No. A.20

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MV00175313

Holdings Report

As of 6/30/12

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
US CORPORATE									
525ESC2W8	Lehman Brothers ESCROW CUSIP - Defaulted Due 2/6/2014	1,000,000.00	04/16/2012 0.22 %	996,000.00 180,000.00	22.75 117.67 %	227,500.00 0.40	0.11 % 47,500.00	NR NR	1.61 1.01
24422ERA9	John Deere Capital Corp Note 1.6% Due 3/3/2014	440,000.00	02/28/2011 1.63 %	439,564.40 439,757.56	101.57 0.65 %	446,922.96 2,307.56	0.22 % 7,165.40	A2 A	1.67 1.65
166751AH0	ChevronTexaco Corp Note 3.95% Due 3/3/2014	2,473,000.00	Various 1.56 %	2,644,928.56 2,569,024.52	105.50 0.64 %	2,609,034.78 32,018.48	1.31 % 40,010.26	Aa1 AA	1.67 1.61
665859AK0	Northern Trust Company Note 4.625% Due 5/1/2014	1,850,000.00	10/20/2010 1.33 %	2,058,421.00 1,958,593.18	107.01 0.77 %	1,979,622.10 14,260.42	0.99 % 21,028.92	A1 A+	1.84 1.77
36962G4C5	General Electric Capital Corp Note 5.9% Due 5/13/2014	3,075,000.00	Various 2.88 %	3,411,681.00 3,237,680.27	108.62 1.22 %	3,340,203.38 24,190.00	1.67 % 102,523.11	A1 AA+	1.87 1.78
74005PAQ7	Praxair Note 5.25% Due 11/15/2014	850,000.00	09/24/2010 1.60 %	973,471.00 920,987.64	110.22 0.89 %	936,895.50 5,702.08	0.47 % 15,907.86	A2 A	2.38 2.25
09247XAD3	Blackrock Inc Note 3.5% Due 12/10/2014	1,630,000.00	Various 2.84 %	1,674,920.75 1,654,387.84	106.07 0.98 %	1,728,978.50 3,327.92	0.86 % 74,590.66	A1 A+	2.45 2.35
713448BM9	Pepsico Inc. Note 3.1% Due 1/15/2015	2,530,000.00	Various 2.04 %	2,641,540.25 2,594,668.16	105.32 0.98 %	2,664,626.36 36,164.95	1.34 % 69,958.20	Aa3 A-	2.55 2.42
46625HHP8	JP Morgan Chase Note 3.7% Due 1/20/2015	2,550,000.00	Various 3.34 %	2,584,656.00 2,571,935.00	104.31 1.96 %	2,659,859.10 42,195.42	1.34 % 87,924.10	A2 A	2.56 2.40
459200HB0	IBM Corp Note 0.55% Due 2/6/2015	695,000.00	02/01/2012 0.72 %	691,601.45 692,054.18	99.35 0.80 %	690,490.15 1,539.62	0.34 % (1,564.03)	Aa3 AA-	2.61 2.[illegible]
94980VAA6	Wells Fargo Bank Note 4.75% Due 2/9/2015	2,475,000.00	Various 3.65 %	2,584,316.50 2,539,964.22	107.17 1.92 %	2,652,442.65 46,371.87	1.34 % 112,478.43	A1 A+	2.[illegible] 2.[illegible]
084670AV0	Berkshire Hathaway Note 3.2% Due 2/11/2015	2,485,000.00	06/09/2010 2.65 %	2,545,012.75 2,518,653.66	106.18 0.81 %	2,638,543.18 30,924.44	1.33 % 119,889.52	Aa2 AA+	2.62 2.49
191216AX8	Coca Cola Company Note 0.75% Due 3/13/2015	2,090,000.00	Various 0.80 %	2,086,645.55 2,086,976.16	100.20 0.67 %	2,094,221.80 4,658.96	1.04 % 7,245.64	Aa3 A+	2.70 2.67
06406JHB4	Bank of New York Mellon Note 4.95% Due 3/15/2015	2,360,000.00	Various 2.11 %	2,645,950.90 2,531,726.82	108.48 1.73 %	2,560,198.80 34,397.01	1.29 % 28,471.98	A1 A	2.71 2.52
717081DA8	Pfizer Inc. Note 5.35% Due 3/15/2015	1,550,000.00	02/18/2011 2.33 %	1,730,497.50 1,670,372.32	111.81 0.93 %	1,733,008.50 24,416.81	0.87 % 62,636.18	A1 AA	2.71 2.52
74005PAR5	Praxair Note 4.625% Due 3/30/2015	740,000.00	Various 2.58 %	807,780.55 778,911.65	110.18 0.87 %	815,299.44 8,651.32	0.41 % 36,387.79	A2 A	2.75 2.58
278642AB9	Ebay Inc Note 1.625% Due 10/15/2015	2,670,000.00	10/22/2010 1.66 %	2,665,327.50 2,666,904.76	102.32 0.91 %	2,732,024.10 9,159.58	1.36 % 65,119.34	A2 A	3.29 3.19
913017BU2	United Tech Corp Note 1.8% Due 6/1/2017	170,000.00	05/24/2012 1.82 %	169,853.80 169,856.20	102.12 1.35 %	173,610.46 255.00	0.09 % 3,754.26	A2 A	4.92 4.69
Total US Corporate		**40,503,000.00**	**2.03 %**	**42,641,652.71 40,813,466.44**	**1.62 %**	**41,790,906.37 368,154.63**	**20.94 % 977,439.93**	**A1 A+**	**2.16 2.05**

Holdings Report

As of 6/30/12

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
US TREASURY									
912828HE3	US Treasury Note 4.25% Due 9/30/2012	1,775,000.00	03/12/2010 1.22 %	1,909,517.67 1,788,162.48	101.01 0.22 %	1,792,957.68 18,962.43	0.90 % 4,795.20	Aaa AA+	0.25 0.25
912828HM5	US Treasury Note 3.625% Due 12/31/2012	2,550,000.00	03/12/2010 1.35 %	2,708,785.88 2,578,432.31	101.70 0.22 %	2,593,329.60 251.19	1.29 % 14,897.29	Aaa AA+	0.50 0.50
912828JQ4	US Treasury Note 2.75% Due 10/31/2013	2,325,000.00	05/10/2010 1.65 %	2,411,188.48 2,358,076.27	103.25 0.30 %	2,400,653.17 10,772.08	1.20 % 42,576.90	Aaa AA+	1 1
912828NP1	US Treasury Note 1.75% Due 7/31/2015	4,050,000.00	04/06/2011 1.99 %	4,009,355.36 4,020,986.54	103.96 0.46 %	4,210,416.45 29,596.15	2.11 % 189,429.91	Aaa AA+	3 2
912828PE4	US Treasury Note 1.25% Due 10/31/2015	3,600,000.00	Various 1.35 %	3,584,379.25 3,588,174.16	102.49 0.50 %	3,689,719.20 7,581.52	1.84 % 101,545.04	Aaa AA+	3 3
912828PJ3	US Treasury Note 1.375% Due 11/30/2015	3,590,000.00	05/16/2011 1.63 %	3,549,905.00 3,559,807.69	102.95 0.50 %	3,695,736.27 4,180.98	1.84 % 135,928.58	Aaa AA+	3 3
912828PS3	US Treasury Note 2% Due 1/31/2016	3,505,000.00	05/16/2011 1.70 %	3,551,973.24 3,540,790.44	105.22 0.53 %	3,687,918.94 29,272.53	1.85 % 147,128.50	Aaa AA+	3 3
912828QA1	US Treasury Note 2.25% Due 3/31/2016	3,435,000.00	Various 1.33 %	3,578,212.10 3,548,815.44	106.34 0.54 %	3,652,909.53 19,427.45	1.82 % 104,094.09	Aaa AA+	3.75 3.60
912828RU6	US Treasury Note 0.875% Due 11/30/2016	3,425,000.00	12/22/2011 0.89 %	3,423,004.63 3,423,211.93	100.99 0.65 %	3,458,982.85 2,538.34	1.72 % 35,770.92	Aaa AA+	4.42 4.33
912828SC5	US Treasury Note 0.875% Due 1/31/2017	1,710,000.00	06/20/2012 0.70 %	1,723,298.31 1,723,219.39	100.87 0.68 %	1,724,829.12 6,248.08	0.86 % 1,609.73	Aaa AA+	4.59 4.47
Total US Treasury		**29,965,000.00**	**1.43 %**	**30,449,619.92 30,129,676.65**	**0.47 %**	**30,907,452.81 128,830.75**	**15.41 % 777,776.16**	**Aaa AA+**	**3. 2.**
TOTAL PORTFOLIO		**195,227,859.33**	**1.32 %**	**200,145,137.94 197,037,159.59**	**0.74 %**	**200,369,191.89 1,002,066.52**	**100.00 % 3,332,032.30**	**Aa1 AA**	**2.21 2.11**
TOTAL MARKET VALUE PLUS ACCRUED						**201,371,258.41**			

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MV00175315

City of Moreno Valley

June 30, 2012

COMPLIANCE WITH INVESTMENT POLICY

Assets managed by Chandler Asset Management are in full compliance with State law and with the City's investment policy.

Category	Standard	Comment
Local Agency Bonds	No Limitation	Complies
Treasury Issues	No Limitation	Complies
Agency Issues	No Limitation	Complies
Banker's Acceptances	40% maximum; <180 days maturity	Complies
Commercial Paper	25% maximum; <270 days maturity; A-1/P-1/F-1 minimum ratings	Complies
Negotiable Certificates of Deposit	30% maximum; 5 years maximum maturity	Complies
Repurchase Agreements	No limitation; 1-year maximum maturity	Complies
Reverse Repurchase Agreements	20% maximum; <92 days maturity	Complies
Medium Term Notes	30% maximum; 5 years maximum maturity; A-rated or better	Complies
Money Market Mutual Funds	20% maximum; AAAf/Aaaf, minimum rating	Complies
Collateralized Certificates of Deposits	5 years maximum maturity	Complies
Time Deposits	5 years maximum maturity	Complies
Mortgage Pass-throughs, CMOs and Asset Backed Securities	20% maximum; AA-rated issue; A-rated issuer	Complies
Local Agency Investment Fund - L.A.I.F.	Maximum program limitation	Complies
Prohibited Securities	Inverse floaters; Ranges notes, Interest-only strips from mortgaged backed securities; Zero interest accrual securities	Complies
Maximum maturity	5 years	Complies

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Holdings Report Glossary

CUSIP (Committee on Uniform Securities Identification Procedures) – A unique identification number assigned to all securities.

Security Description - The issuer name, coupon (periodic interest payment rate) and maturity.

Par Value/Units - The face value or number of units held in the portfolio.

Purchase Date - The settlement date on which the security was purchased.

Book Yield - The YTM that equates the current amortized value of the security to its periodic future cash flows.

Cost Value - The value at which the securities were purchased, excluding purchased interest.

Book Value - The value at which an asset is carried on a balance sheet. To calculate, take the cost of an asset +/- net accretion/amortization.

Mkt Price - The current fair value market price.

Mkt YTM – The internal rate of return that equates the periodic future cash flows (interest payments and redemption value) to the market price, assuming that all cash flows are invested at the YTM rate.

Market Value - The current fair value of an investment as determined by transactions between willing buyers and sellers.

Accrued Int. - The interest that has accumulated on a bond since the last interest payment up to, but not including, the settlement date.

% of Port. - The % of the portfolio that the security represents based on market value, including accrued interest.

Gain/Loss – The unrealized gain or loss on the security, compared to either cost or amortized value, as of the date of the report.

Moody - The Moody's rating for the security.

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Holdings Report Glossary (continued)

S&P - The Standard and Poor's rating for the security.

Term (yrs) - The time, in years, until maturity.

Duration - The weighted average time to maturity of a bond where the weights are the present values of future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates.

MV00175318

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CITY OF MORENO VALLEY

Treasurer's Cash and Investments Report

BOND PROCEEDS WITH FISCAL AGENTS

Account Name	Account Number	Investment	Issuer	Purchase Date	Maturity Date	Market Value	Stated Rate	Yield	Price	% of of Portfolio
Wells Fargo	Community Facilities District 87-1 (I.A. 1)									
special tax funds	**22631800**	**money market fund**	**WF Govt Fund**	**06/30/12**	**07/01/12**	**1,035,858**	**0.01%**	**0.01%**	**1.00000**	**7.357%**
reserve fund	22631804	money market fund	WF Govt Fund	06/30/12	07/01/12	1,028,998	0.01%	0.01%	1.00000	7.308%
admin exp acct	**22631805**	**money market fund**	**WF Govt Fund**	**06/30/12**	**07/01/12**	**377**	**0.01%**	**0.01%**	**1.00000**	**0.003%**
debt service acct	**22631809**	**money market fund**	**WF Govt Fund**	**06/30/12**	**07/01/12**	**535,946**	**0.01%**	**0.01%**	**1.00000**	**3.806%**
special tax funds	**22631900**	**money market fund**	**WF Govt Fund**	**06/30/12**	**07/01/12**	**389,070**	**0.01%**	**0.01%**	**1.00000**	**2.763%**
reserve fund	22631904	money market fund	WF Govt Fund	06/30/12	07/01/12	3,658,414	0.01%	0.01%	1.00000	25.983%
admin exp acct	**22631905**	**money market fund**	**WF Govt Fund**	**06/30/12**	**07/01/12**	**8**	**0.01%**	**0.01%**	**1.00000**	**0.000%**
						6,648,671				
Wells Fargo	CFD 2-5									
Series B Revenue	**22333500**	**money mkt fund**	**WF Govt Fund**	**06/30/12**	**07/01/12**	**189,790**	**0.01%**	**0.01%**	**1.00000**	**1.348%**
Series B reserve	22333503	money mkt fund	WF Govt Fund	06/30/12	07/01/12	532,609	0.01%	0.01%	1.00000	3.783%
Series B admin fund	**22333504**	**money mkt fund**	**WF Govt Fund**	**06/30/12**	**07/01/12**	**127**	**0.01%**	**0.01%**	**1.00000**	**0.001%**
						722,526				
Wells Fargo	2007 Redevelopment Agency Tax Allocation Bonds Series A									
debt service fund	22631700	**money mkt fund**	**WF Govt Fund**	**06/30/12**	**07/01/12**	**2**	**0.01%**	**0.01%**	**1.00000**	**0.000%**
						2				
Wells Fargo	2005 Lease Revenue Bond									
bond fund	**18042800**	**money mkt fund**	**WF Govt Fund**	**06/30/12**	**07/01/12**	**22**	**0.01%**	**0.01%**	**1.00000**	**0.000%**
reserve fund	18042804	money mkt fund	WF Govt Fund	06/30/12	07/01/12	2,992,753	0.01%	0.01%	1.00000	21.256%
construction fund	**18042806**	**money mkt fund**	**WF Govt Fund**	**06/30/12**	**07/01/12**	**1,315,143**	**0.01%**	**0.01%**	**1.00000**	**9.341%**
						4,307,918				30.596%
Wells Fargo	2007 Taxable Lease Revenue Bonds - Electric Utility									
bond fund	**22277600**	**money mkt fund**	**WF Govt Fund**	**06/30/12**	**07/01/12**	**3**	**0.01%**	**0.01%**	**1.00000**	**0.000%**
construction fund	22277604	money mkt fund	WF Govt Fund	06/30/12	07/01/12	2,056,689	0.01%	0.01%	1.00000	14.607%
						2,056,692				
Wells Fargo	Automall Refinancing									
revenue fund	**20350300**	**revenue**	**WF Govt Fund**	**06/30/12**	**07/01/12**	**84,696**	**0.01%**	**0.01%**	**1.00000**	**0.602%**
reserve fund	20350303	reserve	WF Govt Fund	06/30/12	07/01/12	259,314	0.01%	0.01%	1.00000	1.842%
admin fund	**20350304**	**reserve**	**WF Govt Fund**	**06/30/12**	**07/01/12**	**26**	**0.01%**	**0.01%**	**1.00000**	**0.000%**
						344,036				2.443%
			Totals			**14,079,845**				**100.000%**

Type	Summary of Bond Proceeds with Fiscal Agents	
1	Construction Funds	3,371,832
2	**Principal & Interest Accounts**	**620,793**
3	Debt Service Reserve Funds	9,897,019
4	**Custody Accounts**	**0**
5	Arbitrage Rebate Accounts	0
6	**Other Accounts**	**190,201**
	Total Fiscal Agent Funds	**14,079,845**

MV00175319

DEFERRED COMPENSATION FUNDS

Nationwide

Fund	Market Value as of June 30, 2012
Liquid Savings	**$1,237,104**
Nationwide Fixed (Part Time Employee)	496,984
Liquid Savings (Part Time Employees)	**260,872**
Certificates of Deposit 1 year	20,096
Certificates of Deposit 3 years	**16,296**
Certificates of Deposit 5 years	82,127
Bond Fund of America	**60,504**
Growth Fund of America	77,347
Investment Co. of America	**29,804**
Income Fund of America	115,492
Brown Cap Mgmt Inc SM Co	**43,508**
Fidelity Independence	1,626
Fidelity Equity Income	**31,893**
Fidelity Magellan	200,299
Fidelity Puritan	**85,632**
Fidelity Contrafund	273,275
Janus Fund	**54,361**
Janus Advisor Forty	37,614

Fund	Market Value as of June 30, 2012
Drey SmCap I	**6**
American Century Balanced	32
Am Century Growth	**54,313**
Am Century Select	102,644
JP Morgan Mid Cap Value A	**625,190**
Vanguard Index 500	85,964
Vanguard Institutional Index	**426,173**
Vanguard Wellington	16,436
Vanguard Windsor II	**52,605**
Vanguard Total Bond Index	188,461
Washington Mutual Inv	**62,194**
Templeton Foreign I	0
EuroPacific Growth	**240,266**
Stable Fund C	2,502,591
PBHG Growth Fund	**0**
DWS High Income Fund A	76,558
DWS Eq Divd A	**51,657**
Oppenheimer Global Fund A	202,598

Fund	Market Value as of June 30, 2012
N B Socially Responsive Fund	**19,067**
DFA US Micro Cap Port	66,185
Federated Kaufmann Fund	**83,429**
Invesco Mid Cap Core Equity	20,837
Nationwide Ret Inc Inst Svc	**90**
Nationwide InvDes Mod Cons Fund SC	41,927
Nationwide InvDes Mod Aggr Fund	**703,984**
Nationwide InvDes Aggr Fund	51,676
Nationwide InvDes Mod Fd	**428,484**
Nationwide Inv Des Cons	87,115
Nationwide Large Cap Growth	**46,173**
Nationwide Inter Val Inst Svc	23,873
Nationwide US Sm Cap Val Ins Svc	**1,008**
Nationwide Dest 2020 Inst Svc	104,546
Nationwide Dest 2025 Inst Svc	**82,731**
Nationwide Dest 2030 Inst Svc	34,268
Nationwide Dest 2045 Inst Svc	**2,724**
Total Nationwide Deferred	**$9,610,639**

ICMA

Fund	Market Value as of June 30, 2012
Aggressive Oppor.	**$177,129**
International	167,858
All Equity Growth	**114,671**
Growth and Income	203,441
Broad Market	**60,637**
500 Stock Index	67,063
Equity Income	**306,223**
Asset Allocation	
Core Bond	**76,145**
Cash Management	26,090
Plus Fund	**1,102,670**
Savings Oriented	19,517
Conservative Growth	**153,913**
Traditional Growth	246,010
Long-Term Growth	**342,288**
Milestone 2010	13,614
Milestone 2015	**821**
Milestone 2025	17,584
Milestone 2030	**12,051**
Milestone 2035	14,162
Milestone 2040	**3,990**
Vantage Growth Fund	218,636

Fund	Market Value as of June 30, 2012
VT Royce Premeir	3,815
VT Ranier Small/Mid Cap Eq	**33,753**
VT Fidelity Contrafund	174,010
VT Vantagepoint Overseas Equity Index Fund	**68,123**
VT Fidelity Diversified International	50,273
VT Allianz NIJ Div Value	**43,309**
VT Oppenheimer Main Street	1,827
VT Fidelity Puritan	**5,447**
VT Calvert Equity Portfolio	3
VT TR Price Growth Stock Adv	**18,061**
VT Nuveen Real Estate Secs	31,246
VT TR Price Small Cap Value	**117,361**
VT Vantagepoint MS Ret Inc	34,883
VT Vantagepoint Inflation Protected Securities	**83,507**
VT Vantagepoint Select Value	34
VT Vantagepoint Mid/Sm Index	**13,667**
VT PIMCO Total Return	50,483
VT PIMCO High Yield	**57,646**
VT Harbor International Admi	15,616
VT Harbour Mid Cap Growth Admin	**0**
Total ICMA	**$4,147,577**

Summary by Plan

Deferred Compensation Plan	Market Value as of June 30, 2012
Total Nationwide	$9,610,639
Total ICMA	4,147,577
Total Deferred Compensation Plans	**$13,758,216**

Summary by Investment Type

Investment Type	Market Value as of June 30, 2012
Savings Deposits and CD's	$4,533,943
Mutual Funds	9,224,273
Total Deferred Compensation Plans	**$13,758,216**

MV00175320

CHANDLER ASSET MANAGEMENT

July 2012

Attachment 2

BOND MARKET REVIEW

A MONTHLY REVIEW OF FIXED INCOME MARKETS

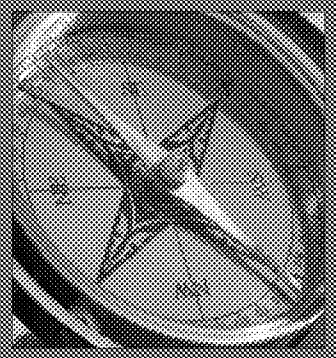

WHAT'S INSIDE

Market Summary 1
Yield Curve
Current Yields

Economic Round-Up 2
Credit Spreads
Economic Indicators

Corporate Credit Ratings 3
Risk of Downgrades Has Increased

Since 1988, Chandler Asset Management has specialized in the management of fixed income portfolios. Chandler's mission is to provide fully customizable, client-centered portfolio management that preserves principal, manages risk and generates income in our clients' portfolios.

Market Summary

Treasury rates moved slightly higher in June in spite of disappointing economic data, ongoing concerns about Europe's sovereign debt crisis, and the extension of Operation Twist. The markets are trading in a tight range despite market speculation that additional measures to stimulate economic growth from global central banks may be forthcoming. Despite the small back-up in rates between May 31st and June 30th, the overall supply of high quality sovereign debt has continued to decrease as the European financial crisis has escalated, which will continue to support U.S. Treasury market valuations.

The domestic economy has slowed and we believe downside risks remain. Uncertainty regarding an ultimate resolution of the European debt crisis continues to create significant volatility in the financial markets, and concerns about the U.S. reaching a "fiscal cliff" have grown here in the U.S. Domestic economic data continued to be mostly disappointing in June, with the exception of some mildly better than expected housing market data. The past four U.S. non-farm payroll reports have been weaker than expected. In June, the economy added just 80,000 jobs, below the consensus forecast of 90,000. The unemployment rate also remained elevated and unchanged at 8.2%. Consumer confidence has recently declined and retail sales trends have weakened. Manufacturing trends have also slowed, according to the most recent ISM manufacturing index report. While we still expect positive U.S. GDP growth over the next few quarters, we believe growth is likely to be quite sluggish.

Monetary policy in the United States remains very accommodative with assurance from the Federal Reserve that the fed funds rate will remain exceptionally low through late 2014. In June, the Federal Open Market Committee left policy rates unchanged at a range of 0-0.25% and acknowledged that the economy has slowed. The FOMC also announced that it would extend Operation Twist (which was supposed to expire at the end of June) through the end of the year. FOMC participants expect modest improvement in the economy in upcoming quarters, but nonetheless downgraded their economic forecasts at the most recent FOMC meeting as the Fed sees significant downside risks to the outlook. Inflation has declined and the Fed believes longer-term inflation expectations are stable. The Fed cut it's expectations for GDP growth for 2012 to a range of 1.9%-2.4% (from its previous forecast of 2.4%-2.9%), and for 2013 to 2.2%-2.8% (from its previous forecast of 2.7%-3.1%). The Fed is now projecting an unemployment rate of 8.0%-8.2% for 2012, and 7.5%-8.0% in 2013.

TREASURY YIELDS ROSE SLIGHTLY IN JUNE

Source: Bloomberg

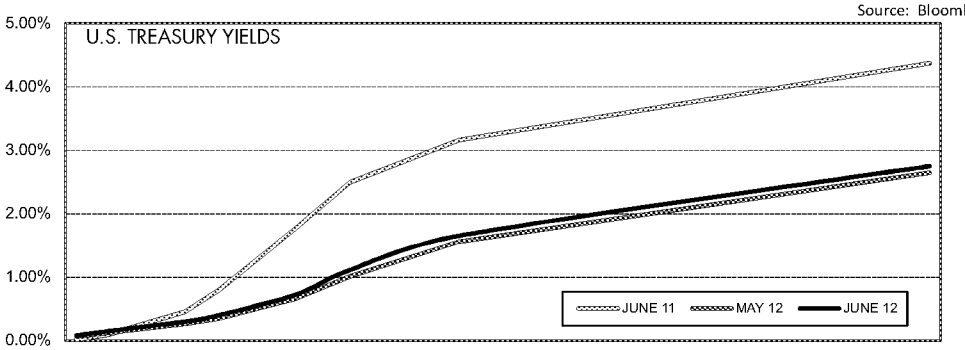

Treasury rates moved slightly higher in June in spite of disappointing economic data, ongoing concerns about Europe's sovereign debt crisis, and the extension of Operation Twist. The markets are trading in a tight range despite market speculation that additional measures to stimulate economic growth from global central banks may be forthcoming.

TREASURY YIELDS	6/30/12	5/31/12	CHANGE
3 Month	0.08	0.07	0.01
2 Year	0.30	0.26	0.04
3 Year	0.40	0.34	0.06
5 Year	0.72	0.66	0.06
7 Year	1.11	1.01	0.10
10 Year	1.65	1.56	0.09
30 Year	2.75	2.64	

Source: Bloomberg

Consumer Prices

In May, overall CPI inflation softened to 1.7% from 2.3% in April on a year-over-year basis, driven primarily by a decline in energy prices. The year-over-year Core CPI (CPI less food and energy) increased at a 2.3% rate in May, consistent with the trend in March and April. The core rate remains slightly higher than the Fed's inflation target of 2%.

Retail Sales

In May, retail sales rose 5.3% on a year-over-year basis. Consumer spending has rebounded from the depths of the recession though recent activity has slowed down. Elevated unemployment levels and a recent decline in consumer confidence are likely restraining consumer spending.

Labor Markets

The June employment report showed that the economy added just 80,000 jobs. The report was once again disappointing, and below the consensus forecast of 90,000. The net revisions for April and May were down by 1,000 jobs. The unemployment rate remained unchanged at 8.2%. The employment report has been disappointing for the past four months and suggests that the pace of the economic recovery is slowing.

Housing Starts

Single-family housing starts rose 3.2% to 516,000 in May compared to 500,000 in April. The housing market remains under pressure, but some data has surprised to the upside this year.

Credit Spreads Were Mixed

CREDIT SPREADS	Spread to Treasuries (%)	One Month Ago (%)	Change
3-month top-rated commercial paper	0.17	0.13	0.04
2-year AA corporate note	0.26	0.30	(0.04)
5-year AA corporate note	0.68	0.75	(0.07)
5-year Agency note	0.34	0.34	0.00

Source: Bloomberg

Data as of 6/30/12

Economic Data Remained Weak

ECONOMIC INDICATOR	Current Release	Prior Release	One Year Ago
Trade Balance	(50.1) $Bln APR 12	(52.6) $Bln MAR 12	(43.6) $Bln APR 11
GDP	1.9% MAR 12	3.0% DEC 11	0.4% MAR 11
Unemployment Rate	8.2% JUN 12	8.2% MAY 12	9.1% JUN 11
Prime Rate	3.25% JUN 12	3.25% MAY 12	3.25% JUN 11
CRB Index	284.19 JUN 12	272.97 MAY 12	338.05 JUN 11
Oil (West Texas Int.)	$84.96 JUN 12	$86.53 MAY 12	$95.42 JUN 11
Consumer Price Index (y/o/y)	1.7% MAY 12	2.3% APR 12	3.6% MAY 11
Producer Price Index (y/o/y)	0.7% MAY 12	1.9% APR 12	7.1% MAY 11
Dollar / EURO	1.27 JUN 12	1.24 MAY 12	1.45 JUN 11

Source: Bloomberg

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The information contained herein was obtained from sources we believe to be reliable, but we do not guarantee its accuracy. Opinions and forecasts regarding industries, companies, and/or the economy are all subject to change at any time, based on market and other conditions, and should not be construed as a recommendation.

Item No. A.20 .GEMENT ※ 6225 Lusk Blvd ※ S -916- o, CA 92121 ※ 800 317 4747 ※ www.chandlerasset.com

MV00175322

Corporate Credit Ratings - Risk of Downgrades Has Increased

Although corporate credit fundamentals of many high grade bond issuers have improved significantly since the financial crisis and recession, we believe the risk of an increase in the number of corporate credit rating downgrades has recently become more elevated. In some cases, the weakening of corporate credit is directly tied to the rising debt levels of sovereign issuers. For this reason, we believe the outcome of the European debt crisis and the U.S. presidential election later this year (which should provide insight into the fiscal budget outlook for the U.S. and potentially impact the U.S. credit rating), will have a meaningful influence on corporate credit ratings.

Pressure on some corporate credit issuer's fundamentals (from industrials to consumer-related corporations) is rising because of the European sovereign debt crisis, which has strained the overall European economy, and has begun to hinder revenues and earnings of many global corporations. For example, Proctor & Gamble, Ford, and Dover are among some of the companies that have recently lowered their earnings guidance, in part because of lowered demand in Europe. Should the European Union fail to find a resolution to their fiscal crisis, we expect that the corporate credit fundamentals of companies with significant exposure to Europe in particular will come under more pressure.

However, credit ratings of banks and financial institutions are most directly tied to sovereign debt ratings, and likely face the most immediate pressure. Although the intrinsic credit-worthiness of many domestic banks and financial institutions has improved over the past few years, due to increased oversight, higher capital levels, and stronger balance sheets, the implied support from the government has declined. As the credit ratings of many sovereign debt issuers have declined due to soaring government debt levels and poor fiscal management, the credit-worthiness of their homeland banks and financial institutions has also weakened. This is because most banks and financial institutions receive credit rating boosts from implied government support (i.e. in the event of a financial crisis or liquidity event, it is assumed that the government would step in and provide a backstop). Over the past year, we have seen several sovereign credit rating downgrades, which have negatively impacted the credit ratings of many banks.

As the credit ratings of many sovereign debt issuers have declined due to soaring government debt levels and poor fiscal management, the credit-worthiness of their homeland banks and financial institutions has also weakened.

In the month of June, Moody's downgraded fifteen global banks, including high quality issuers such as JP Morgan, Credit Suisse, and HSBC. The downgrades were anticipated by Chandler's portfolio management team, and were driven in part by the perception of diminished government support, and in some cases by the banks' exposure to Europe. S&P has recently taken similar action on financial institutions in Spain due to a decline in implied support from the Spanish government. Recall that S&P downgraded the U.S. sovereign credit rating in August last year, and subsequently lowered the credit ratings of some financial issuers whose ratings reflected government support.

S&P, Moody's, and Fitch each maintain a Negative Outlook on the sovereign credit rating of the U.S. Any potential further downgrade of the U.S. sovereign debt rating would most likely put additional downward pressure on the credit ratings of domestic banks. Moody's has indicated that they plan to update their view on the U.S. after the presidential election. Outside of the U.S., we believe the potential for further sovereign credit rating downgrades in Europe remains high, putting foreign banks at risk for further downgrades as well.

During the second quarter of 2012, the number of credit rating upgrades by Standard & Poor's outnumbered downgrades (S&P upgraded thirteen companies and downgraded five). However, in a report released earlier this month, S&P said that it expects downgrades may outnumber upgrades in the near to intermediate term, since current rating outlooks are somewhat negatively biased. According to S&P, the telecommunications services and financials sectors have the highest downgrade potential over the near to intermediate term. In a separate report, S&P also noted that their rating outlooks remain negative for the majority of large complex banks and trust banks. For most banks, they said that their outlooks reflect the negative outlook on the sovereign rating on the U.S. and the likely impact that a potential downgrade of the U.S. would have on the support factored into bank ratings. Overall, S&P has indicated that the number of potential corporate credit rating downgrades is currently at its highest level since August 2010.

Looking ahead, we believe developments in Europe, and secondarily the outcome of the U.S. presidential election, will have a significant influence on the global and domestic economy, as well as sovereign and corporate credit ratings. Because we think the downward pressure on credit ratings may be rising, the team at Chandler has taken a more conservative stance in selecting securities for our client portfolios in recent months, and we believe a more defensive posturing is prudent over the near- to intermediate-term.

- Shelly Henbest
VP, Credit Analyst

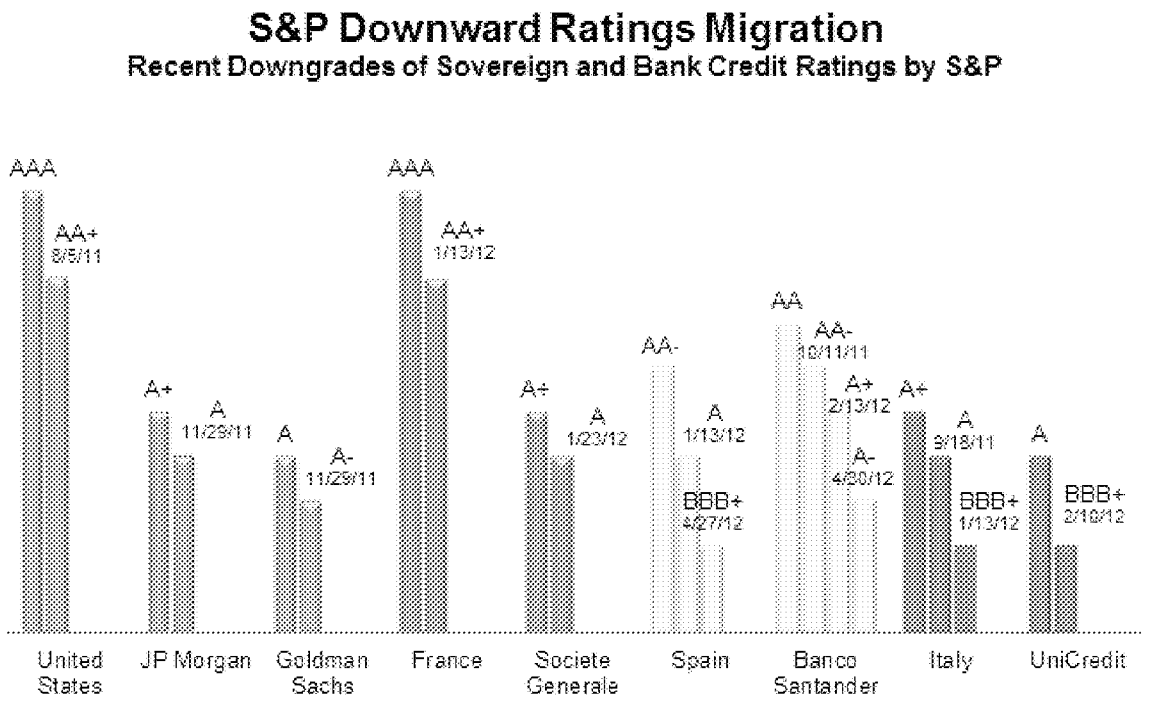

RISKS AND OTHER IMPORTANT CONSIDERATIONS
Past performance is not indicative of future results. This report is provided for general information purposes only and should not be construed as specific legal, tax, or financial planning advice. All opinions and views constitute judgments or relevant information as of the date of writing and such information may become outdated or superseded at any time without notice. Forecasts are inherently limited and should not be relied upon as an indicator of future results. This report is not intended to constitute an offer, solicitation, recommendation or advice regarding any securities or investment strategy. This information should not be regarded by recipients as a substitute for the exercise of their own judgment.

Fixed income investments are subject to interest, credit, and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, ...tes.

MV00175324

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: August 28, 2012

TITLE: ACCEPTANCE OF GRANT AWARD FROM THE NATIONAL ANIMAL CONTROL ASSOCIATION & THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Accept a grant award in the amount of $6,000 from the National Animal Control Association (NACA) and the American Society for the Prevention of Cruelty to Animals (ASPCA) for the purpose of implementing ASPCA's ID-Me Animal Tagging Project.

2. Approve revenue and expense appropriations in the grant amount of $6,000 increasing the Animal Services budget for FY 2012-13 to reflect the grant acceptance.

BACKGROUND

In recognition of the valuable work of NACA, the ASPCA provided grant funding to NACA for the implementation of the ID–Me Animal Tagging Project in 25 Municipal/County Animal Care and Control Agencies. The grant project consists of 25 grants in the amount of $6,000.00 each to governmental agencies across the country to cover the cost of an engraver machine, ID tags and collars to participate in the ASPCA ID-Me project.

DISCUSSION

The ASPCA ID-Me Animal Tagging Project is a multi-phase project that investigates the use of ID tags on dogs and cats to facilitate the public's willingness and ability to return lost animals to their owners. The benefits of participating in this program are:

- Allows the public who finds a lost pet the ability to contact the pet's owner for immediate reunification.
- Potentially reduces the animal intakes at the Moreno Valley Animal Shelter, thereby realizing some cost reductions in animal care and control.
- Provides promotional opportunities for Moreno Valley Animal Shelter to highlight its partnership with the ASPCA and thereby enhance the adoption of pets by providing free collars and ID tags for pets adopted by the public.

Having met the eligibility requirements of being a municipal animal care and control program, Moreno Valley Animal Services submitted the grant application to NACA on April 30, 2012. On June 13, 2012 NACA announced the 25 award winners with the City of Moreno Valley being one of three animal care and control agencies in California to receive grant funding with the remaining participating agencies located across the United States.

Grant funds will be used to purchase an engraver machine, ID tags and collars. The Animal Services Division will place these collars and tags on each dog and cat that leaves the Moreno Valley Animal Shelter, either through adoption or return to owner. There is no cost to the pet owner to receive a collar and tag. This project is targeted to begin in September 2012 and run for approximately 12 months. At the conclusion of this project the engraving machine, valued at approximately $2,700.00, will be kept by the Moreno Valley Animal Shelter.

ALTERNATIVES

1) Accept the grant award of $6,000.

2) Reject the grant award of $6,000.

3) Provide staff with further direction.

Staff recommends Alternative Number 1.

FISCAL IMPACT

The fiscal impact of accepting the $6,000 grant award will increase the Animal Services Division's revenue budget in the amount of $6,000 reflecting receipt of the grant funds and an increase in the expenditure budget for FY 2012-13 as identified below.

BUDGET APPROPRIATIONS:

Account	Type	Description	Current Budget	Grant Award Allocation	Revised Budget
1010-30-38-25310-489000	REVENUE	Other Grant-Operating Revenue	0	$6,000	$6,000
1010-30-38-25310-620620	EXPENSE	Marketing Services-PR/Promotional	0	$6,000	$6,000

SUMMARY

Acceptance of the $6,000 grant award from the NACA & ASPCA will allow the Animal Services Division to provide free collars and ID tags to pet owners reclaiming their lost pets as well as to new pet owners who have adopted a pet from the Moreno Valley Animal Shelter. The benefits of this project are anticipated to help lost pets that are wearing a collar and ID tag become quickly reunited with their owners, reduce the number of owned pets being impounded into the Animal Shelter, and provide a promotional opportunity for the Moreno Valley Animal Shelter to highlight its partnership with the ASPCA enhancing the adoption process by providing free collars and tags on all cats and dogs adopted.

ATTACHMENTS

Attachment A: NACA & ASPCA Grant Award Notice

Prepared By:
Steve Fries
Animal Services Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00175328

Attachment A

John W. Mays, Executive Director
National Animal Control Association
P.O. Box 480851
Kansas City, MO 64148
Phone: 913-768-1319
Fax: 913-768-1378
naca@nacanet.org

June 13, 2012

Re: ASPCA ID ME Animal Tagging Program Grant

Dear Steven Fries,

I am pleased to advise you that the NACA Committee met recently and voted a grant to your organization in the amount of $6,000.00. The purpose of this grant is to cover the cost of an engraver machine, ID tags and collars to participate in the ASPCA ID ME project. The grant recipients must:

- Place these collars and tags on each dog and cat that leaves their facility, either through adoption or return to owner.
- Agree to report back to NACA the number or animals that were tagged and collared during this project.
- Be a Municipal/County Animal Care and Control Agency.

In all public acknowledgments, we prefer that you indicate this gift as being received from the American Society for the Prevention of Cruelty to Animals. In order for funds to be distributed to your agency, recipients must complete and submit:

- W-9 Form (attached)
- Grant Project Timeline Acceptance (attached)

Both documents are due on or before June 30, 2012. Once received, your grant award check will be mailed to your attention to the address provided on your W-9 form.

All grant recipients will be required to write a "thank you" letter regarding your award to the ASPCA, via the address listed below:

American Society for the Prevention of Cruelty to Animals (ASPCA)
Attn: Pam Burney
424 E. 92nd St
New York, NY 10128-6804

Item No. A.21

All Grant Requirements shall be submitted via e-mail or fax to:

John W. Mays, Executive Director
National Animal Control Association
Fax: 913-768-1378
naca@nacanet.org

Any questions regarding the Grant Requirements should be directed to me at the e-mail address listed above. A list of grant recipients will be posted at www.nacanet.org by June 15, 2012.

Sincerely,

John W. Mays

John W. Mays
Executive Director
National Animal Control Association

ASPCA®

GRANTS

WE ARE THEIR VOICE.®

Grant Project Timeline Acceptance

Due Dates	Grant Requirements
June 30, 2012	Submit W-9 Form and acceptance of Grant Project Timeline Requirements.
July 31, 2012	Submit "thank you" letter to the ASPCA regarding your award.
August 31, 2012	Submit a copy of receipt verifying ID engraver machine purchase.
October 1, 2012	Submit a written report regarding the number or animals that were tagged and collared by your agency for the period September 1-30, 2012.
November 1, 2012	Submit a written report regarding the number or animals that were tagged and collared by your agency for the period October 1-31, 2012.
December 1, 2012	Submit a written report regarding the number or animals that were tagged and collared by your agency for the period November 1-30, 2012.
January 1, 2013	Submit a written report regarding the number or animals that were tagged and collared by your agency for the period December 1-31, 2012.
February 1, 2013	Submit a written report regarding the number or animals that were tagged and collared by your agency for the period January 1-31, 2013.
March 1, 2013	Submit a written report regarding the number or animals that were tagged and collared by your agency for the period February 1-28, 2013.
April 1, 2013	Submit a written report regarding the number or animals that were tagged and collared by your agency for the period March 1-31, 2013.
May 1, 2013	Submit a written report regarding the number or animals that were tagged and collared by your agency for the period April 1-30, 2013.
June 1, 2013	Submit a written report regarding the number or animals that were tagged and collared by your agency for the period May 1-31, 2013.
July 1, 2013	Submit a written report regarding the number or animals that were tagged and collared by your agency for the period June 1-30, 2013.
August 1, 2013	Submit a written report regarding the number or animals that were tagged and collared by your agency for the period July 1-31, 2013.
September 1, 2013	Submit a written report regarding the number or animals that were tagged and collared by your agency for the period August 1-31, 2013.

Recipient's acceptance of the Grant Project Timeline:

Signature	Date	Title
	6-21-2012	ANIMAL SERVICES DIVISION MANAGER

Failure to meet the reporting requirements could result in the engraving machine being returned to NACA for dispersal to other agencies.

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MV00175332

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Thomas M. DeSantis, Human Resources Director

AGENDA DATE: August 28, 2012

TITLE: AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT TO R.I.C. CONSTRUCTION COMPANY, INC. FOR THE CITY ANNEX BUILDING OFFICE RENOVATION PROJECT NO. 803 0004 30 40

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract to R.I.C. Construction Company, Inc., 10675 "E" Avenue Hesperia, CA 92345 as the lowest responsible bidder, for the Moreno Valley Annex Renovation Project in an amount not to exceed $1,252,000;

2. Authorize the City Manager to execute a contract with R.I.C.;

3. Approve an additional appropriation in the amount of $400,000 increasing the project budget from $1,000,000 currently approved to $1,400,000 based on the actual bids received;

4. Approve a transfer of $400,000 from the City Hall Development Impact Fee (DIF) Fund to the Annex 1 Renovation Project and approve the revenue and expense appropriations respectively to facilitate said transfer;

5. Authorize the issuance of a Purchase Order to R.I.C. in the amount of $1,252,000 ($1,138,000 base bid amount plus 10% contingency) when the contract has been signed by all parties;

6. Authorize the Human Resources Director to execute any subsequent change orders to the contract with R.I.C. up to but not to exceed the Purchase Order contingency of $114,000; and

7. Authorize the Human Resources Director to record the Notice of Completion upon determination that the work is complete, and release the retention to R.I.C. if no claims are filed against the project.

BACKGROUND

In December 2006 the City purchased an 11,668 square foot building located at 14331 Frederick Street. The building, known as the City Annex, was initially intended to provide office space for multiple City Departments due to additional space needs for daily operations at that time. Due to the recession, this space was not renovated.

City staff members from four divisions currently operate in leased space located at 14325 Frederick. The four divisions, Technology Services, Facilities, Special Districts and Moreno Valley Utility will move to the City-owned Annex building located at 14331 Frederick after renovations are completed. Annual lease costs of $168,000 will be eliminated as of June 30, 2013.

The project includes the demolition of the entire existing interior partitions from the prior multiple tenant configuration and removal of the non-functioning equipment. Renovation will include construction of new partitions, as well as installation of new tile ceilings, efficient HVAC systems, and a new roofing system. Improvements will also include one large common meeting room and a shared kitchen/lunch room. The Moreno Valley Utility Customer Service Counter will be located on the East end of the facility with signage visible from Frederick Street.

DISCUSSION

On June 14, 2011, the City Council adopted the Fiscal Year 2011/2012 Capital Improvement Plan. Under this plan, $1,000,000 was allocated for the design and construction at the City-owned building located at 14331 Frederick St.

On January 12, 2012 the Financial and Administrative Services Director executed an agreement with STK Architecture Inc. for Professional Consultant Design and Construction Management Services for the City Hall Annex Renovation Project. The design phase was completed in June, 2012; the project was opened for construction bids on June 29, 2012.

Formal bidding procedures have been followed in conformance with the Public Contract Code. A mandatory pre-bid job walk was conducted on July 10, 2012. The City Clerk opened bids at 3:00 p.m. on July 24, 2012, for the subject project. The nine (9) bids received are as follows:

	CONTRACTORS	Bid Amount
1.	Rasmussen Brothers Construction, Inc.	$1,107,000
2.	RC Construction	$1,128,000
3.	**R.I.C. Construction.**	**$1,138,000**
4.	WFC Construction.	$1,157,803
5.	Caltec Corp.	$1,174,174
6.	Hamel Contracting.	$1,188,000
7.	Avi-Con, Inc.	$1,263,000
8.	Silver Creek Industries.	$1,295,193
9.	Plyco Corp.	$1,347,000

Staff has reviewed the bids and determined the bid submitted by R.I.C. to be the lowest-responsible bidder in possession of a valid license. No outstanding issues were identified through review of the references submitted by R.I.C.

The bid received by Rasmussen Brothers Construction, Inc. was considered non-responsive due to not meeting the following requirements as set forth in the bid document:

Page #8, number 27, "Bidders Bid" Criteria

> *"All additional information required by the City regarding any subcontractor who the Bidder is required to list under the Provisions of Sections 4104 and 4107 of the Public Contract Code, other than the subcontractor's name and location (city) of business or State Contractor's License number, may be submitted by the Bidder up to 24 hours after the deadline time and date for receipt of Bids. Failure to timely provide all required subcontractor information shall result in the Bid being determined non-responsive."*

Complete sub-contractor submittal was not received until Sunday, July 29th at 12:35 pm, greater than 96 hours beyond the deadline time and date for receipt of Bids, hence, deemed non-responsive.

Bids received by both Rasmussen Brothers Construction, Inc. and RC Construction were considered non-responsive due to not meeting the following requirement as set forth in the bid document:

Section 2-3.2

> *"If the Bid submitted by the Contractor fails to meet at least fifty (50) percent of the amount of the work required with its own forces, the Bid will be considered non-responsive and will be rejected with no further consideration"*

Bid document calculation states the following sub-contractor amounts:

Rasmussen Brothers Construction, Inc.	100%
Sub-Contractor Usage:	-65%
Prime Contractor Amount:	35%
RC Construction	100%
Sub-Contractor Usage:	-68%
Prime Contractor Amount:	32%

The project was approved by City Council on June 14, 2011 in the amount of $1,000,000 based on initial construction cost estimates. Staff proceeded to hire the design architect and prepare the project for bid. Based on the actual bids received, staff is requesting to increase the project budget to $1,400,000 to provide for the higher actual bid amounts received for the renovations and to provide a 10% contingency for the project. Currently, the City Hall Developer Impact Fee Fund has a balance of about $2.5 million; staff is requesting approval to transfer $400,000 in City Hall DIF fees to the Annex 1 project to complete this qualifying project. Having this space available in early 2013 is also an integral part of moving forward with the current City Hall 2nd Floor flooring repair/replacement project planned for Spring 2013.

ALTERNATIVES

1. Award the construction contract to R.I.C. Construction in an amount not to exceed $1,251,800 as the lowest responsible bidder, for the Moreno Valley Annex Renovation Project, authorize the City Manager to execute a contract with R.I.C. Construction in the form attached hereto, authorize the issuance of a Purchase Order to R.I.C. in the amount of $1,251,800 ($1,138,000 base bid amount plus 10% contingency) when the contract has been signed by all parties, authorize the Human Resources Director to execute any subsequent change orders to the contract with R.I.C. up to but not to exceed the Purchase Order contingency of $113,800, and authorize the Human Resources Director to record the Notice of Completion upon determination that the work is complete, and release the retention to R.I.C. if no claims are filed against the project. *This alternative will allow for required improvements to render the space usable by City functions now occupying leased facilities.*

2. Do not award the construction contract to R.I.C. Construction Company, Inc., 10675 "E" Avenue Hesperia, CA 92345, the lowest responsible bidder, for the Moreno Valley Annex Renovation Project. *This alternative will preclude or delay the completion of much required improvements and will require continued leasing of office space to house four city divisions.*

FISCAL IMPACT

The design and construction of the Moreno Valley Annex Renovation project is included in the adopted Fiscal Year 2012/2013 Capital Improvement Project and was originally appropriated $1 million in the FY 2011/12 budget. Based on the actual construction bids received, staff is requesting a transfer of $400,000 from City Hall DIF to the Annex 1 project. Based on this action, the project is funded in the CIP budget account number 30-40-80003-720199, project number 803 0004 30 40. The funds allocated for the Moreno Valley Annex Renovation project cannot be utilized for operational activities. There is no impact on the General Fund.

BUDGETED PROJECT FUNDS:
City Hall Annex Renovation Project (803 0004 30 40)
FY 2012/2013 Budget (Account No. 3000-30-40-80003-720199) $1,000,000
FY 2012/2013 Recommended Budget Appropriation $400,000

ESTIMATED PROJECT RELATED COSTS:
Architectural Design & Construction Management & Inspection $89,000
Construction Costs*..... $1,252,000
Moving and Logistics Cost $25,000
Parking Lot Re-Surface and Stripe..... $10,000
Lock, Security & Fire Alarm Move $24,000
Total Estimated Project Related Costs..... $1,400,000

* Includes 10% contingency

TRANSFER APPROPRIATIONS

Account	Type	Description	Current Budget	Proposed Increase	Revised Budget
3000-90-99-93000-802909	Revenue – Transfer In	Transfer from DIF – City Hall	$0	$400,000	$400,000
2909-99-95-92909-903000	Expense – Transfer Out	Transfer to Facility Construction Fund	$0	$400,000	$400,000
	Total		$0	$800,000	$800,000

BUDGET APPROPRIATION

Account	Type	Description	Current Budget	Proposed Increase	Revised Budget
3000-30-40-80003-720199	Expense	CIP - Other	$1,000,000	$400,000	$400,000
	Total		$1,000,000	$400,000	$400,000

ANTICIPATED PROJECT SCHEDULE:
Notice of Award..... August 2012
Start Construction..... September 2012
Complete Construction..... January 2013

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This project will renovate the Moreno Valley Annex to move four divisions from leased space into a city owned facility. Staff recommends awarding the contract to R.C.I. Construction, Inc. and authorizing the issuance of a purchase order in the amount of $1,252,000, inclusive of a 10% contingency when the agreement has been signed by all parties.

ATTACHMENTS

Attachment A: City Annex Building Office Renovation Agreement

Prepared By:
Rix Skonberg
Purchasing & Facilities Division Manager

Concurred By:
Richard Teichert
Financial & Administrative Services Director

Department Head Approval:
Thomas M. DeSantis
Human Resources Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

AGREEMENT

BID NO. VAG 11/12-14
ANNEX #1 TENANT IMPROVEMENTS
14331 Frederick Street
Moreno Valley, CA 92553

THIS Agreement, made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **R.I.C. Construction Company, Inc.**, hereinafter called the "Contractor."

That the City and the Contractor for the consideration hereinafter named, agree as follows:

1. The written Agreement includes all of the following: a) any and all Contract Change Orders issued after execution of this Agreement; b) **Addenda Nos. 1 inclusive,** issued prior to the opening of the Bids; c) the Bid Documents; d) the Special Provisions which include the General Provisions and Technical Provisions; e) the project Plans; f) the Standard Plans; g) the Standard Specifications; h) California Building Code; i) California Electrical Code; j) California Energy Code; k) California Fire Code; l) California Mechanical Code; m) California Plumbing Code; n) State of California Code of Regulations Title 24 Building Standards; o) American with Disabilities Act (ADA); p) other codes as applicable; q) Reference Specifications, all of which are essential parts of this Agreement; and r) the Bidder's Bid which includes the Non-collusion Affidavit. In the event of any conflict in the provisions thereof, the terms of said Contract Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Contract documents for this project, the Contract documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Base Bid Item(s) in the sum total amount of **$ 1,138,000.00**, subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Contract documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Contract within fourteen (14) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion, within **ninety (90) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all construction called for under the Contract is not completed within the time hereinabove specified, including City caused delays or extensions, damages

will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

It is, therefore, agreed that such liquidated damages shall be presumed to be in the amount of $250.00 per working days, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley (City), the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; **builder's risk insurance (that includes fire and flood coverage)**; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

> Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City, MVHA, and CSD, its officers, employees and agents under any third party liability policy.
>
> It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	$500,000.00	$1,000,000.00	$2,000,000.00
Property Damage	---	$1,000,000.00	$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of $2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated. Such coverage limits shall not be less than $1,000,000 combined single limit.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, **builder's risk insurance (including fire and flood)** which will reimburse the Contractor or the City for its interests for repairing damaged property owned, leased, held or in the course of construction with coverage limits for replacement of the building; and shall bear an endorsement in addition to the previous endorsements containing the following Provisions:

> The City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District are named as "loss payee" to ensure the settlement proceeds are used to repair damaged buildings or other property. Additionally, the insurer shall waive all rights of subrogation against the City, MVHA, and CSD, its officers, agents or employees.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County of Riverside, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Agreement in a form which is substantially similar to the Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, MVHA, and CSD, its officers, agents, or employees.

The obligation to indemnify, defend, and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Contract.

15. The effective date of this Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

16. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
Henry Garcia, City Manager

DATE:_____

R.I.C. Construction Company, Inc.

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Human Resources Director

_____
Date

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

BOND NO._____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

BID NO. VAG 11/12-14

ANNEX #1 TENANT IMPROVEMENTS
14331 Frederick Street
Moreno Valley, CA 92553

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to _R.I.C. Construction Company, Inc._, as Principal hereinafter designated as "Contractor," and has entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager and identified as **Bid No. VAG 11/12-14** is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20____.

BIDDER	SURETY
Contractor Name:_____	Name:_____
Address: _____	Address: _____
_____	_____
Telephone No.:_____	Telephone No.: _____
Print Name:_____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20___

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

BOND NO. _____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

BID NO. VAG 11/12-14

ANNEX #1 TENANT IMPROVEMENTS
14331 Frederick Street
Moreno Valley, CA 92553

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **R.I.C. Construction Company, Inc.**, as Principal hereinafter designated as "Contractor," and has entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager and identified as **Bid No. VAG 11/12-14**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, material, men, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of_____ 20___.

BIDDER	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.:_____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____, 20___

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council acting in their capacity as City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: August 28, 2012

TITLE: RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE THIRD RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JANUARY 1, 2013 TO JUNE 30, 2013

RECOMMENDED ACTION

Staff recommends that the City Council acting in their capacity as Board Members as City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley:

1. Adopt Resolution No. 2012-71 approving a Third Recognized Obligation Payment Schedule ("Third ROPS"), for the period of January 1, 2013 to June 30, 2013;

2. Authorize the Executive Director or his designee to make modifications to the Schedule; and

3. Authorize the transmittal of the Third ROPS (Exhibit "A") to the Oversight Board for review and approval.

BACKGROUND

The City of Moreno Valley is the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley (RDA) pursuant to Part 1.85 of Division 24 of the

Health and Safety Code. As Successor Agency, the City is responsible for winding down the affairs of the redevelopment agency including disposing of its assets; making payments and performing other obligations due for Enforceable Obligations of the former RDA. In order to facilitate the process, on February 28, 2012, the City Council adopted Resolution No. 2012-13 approving a Recognized Obligation Payment Schedule (ROPS) for the period of January 1, 2012 through June 30, 2012, and Resolution No. 2012-22 on April 10, 2012, approving a Second Recognized Obligation Payment Schedule for the period of July 1, 2012 through December 31, 2012.

DISCUSSION

Enforceable Obligation Payment Schedule

In accordance with ABX1 26, the Successor Agency is required to adopt an Enforceable Obligation Payment Schedule ("EOPS"). The EOPS lists all of the Agency's legally binding and enforceable agreement obligations and anticipated payments. Enforceable obligations include bonds, loans, judgments, settlements, any legally binding and enforceable agreements or contracts, and contracts and agreements for agency administration or operation costs.

Section 34177(a)(1) of ABX1 26 provides that upon the dissolution of the Agency, the Successor Agency may only make those payments required pursuant to the most recent Enforceable Obligation Payment Schedule adopted by the Agency and the Successor Agency, and until such time the Recognized Obligation Payment Schedule becomes operative.

Recognized Obligation Payment Schedule

ABX1 26 requires the Successor Agency to approve a Recognized Obligation Payment Schedule ("ROPS"). The ROPS supersedes the EOPS, and is required for each six-month period.

Similar to the EOPS, the required content of the ROPS, set forth in Health and Safety Code Section 34177(l)(1), details all of the Agency's legally binding and enforceable obligations, anticipated payments, and sources of payments. Recognized obligations include bonds, loans, judgments, settlements, any legally binding and enforceable agreements or contracts, and contracts and agreements for agency administration or operation costs. The attached Third ROPS sets forth the enforceable obligations for the period between January 1, 2013 and June 30, 2013.

Once approved, the Third ROPS will be submitted to the Oversight Board for review and approval. Upon approval by the Oversight Board, a copy of the approved ROPS will be transmitted to the County-Auditor Controller, the State Controller's Office, the Department of Finance, and posted to the City's website.

ALTERNATIVES

1. Adopt the attached resolution, which approves the Third Recognized Obligation Payment Schedule for the period of January 1, 2013 to June 30, 2013, authorizing the Executive Director or his designee to make modifications thereto, and authorizing the transmittal of the Schedule to the Oversight Board for review and approval. *Staff recommends this alternative because it allows the City serving as the Successor Agency to make required debt service payments in accordance with the State legislation.*

2. Decline to adopt the attached resolution which would not allow the City, acting as the Successor Agency, to maintain the operations, and fulfill debt obligations of the former RDA as required by law. *Staff does not recommend this alternative.*

FISCAL IMPACT

The Recognized Obligation Payment Schedule provides the details necessary for the City serving as the Successor Agency to fulfill the former RDA's legally binding and enforceable agreements. The Third ROPS will serve as authorization to pay obligations listed during the noted period. There will be some impact to the General Fund to absorb costs that are no longer paid by the former Redevelopment Agency for either RDA administration or operations and for Low and Moderate Income Housing Fund work. Staff estimates that this cost will be approximately $200,000 for fiscal year 2012-2013.

SUMMARY

As Successor Agency, the City is responsible for winding down the affairs of the redevelopment agency including disposing of its assets; making payments and performing other obligations due for Enforceable Obligations of the former RDA. The Recognized Obligation Payment Schedule for the period of January 1, 2013 to June 30, 2013 provides the details necessary for the City serving as the Successor Agency to fulfill the former RDA's legally binding and enforceable agreements as required by law.

NOTIFICATION

No public notice is required prior to the City Council taking action on this item. However, the agenda for the meeting during which this item may be considered has been posted in the three locations that have been designated for the posting of City Council agendas.

ATTACHMENTS/EXHIBITS

Attachment A - Resolution No. 2012-71
Exhibit A - Third Recognized Obligation Payment Schedule

Prepared By:
Annie Clark
Sr. Financial Analyst

Department Head Approval:
Barry Foster
Community & Economic
Development Director

Concurred by:
Dante Hall
Redevelopment & Neighborhood Programs Administrator

Concurred by:
Richard Teichert
Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2012-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY SERVING AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE THIRD RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JANUARY 1, 2013 THROUGH JUNE 30, 2013, AND AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO MAKE MODIFICATIONS THERETO

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley ("Agency") is a community redevelopment agency organized and existing under the California Community Redevelopment Law, Health and Safety Code Sections 33000, *et seq.* ("CRL") and has been authorized to transact business and exercise the powers of a redevelopment agency pursuant to action of the City Council ("City Council") of the City of Moreno Valley ("City"); and

WHEREAS, the Agency was established pursuant to the Redevelopment Law. The Agency was activated on February 18, 1986, by City Ordinance No. 50. The City Council adopted and approved the Redevelopment Plan for the Project Area by Ordinance 87-154 of the City on December 29, 1987 (the "Original Plan"), as subsequently amended by Ordinance No. 448 of the City adopted January 10, 1995, Ordinance No. 556 of the City adopted December 14, 1999, and Ordinance No. 732 adopted December 19, 2006 (as so amended, the "Amended Redevelopment Plan", the area of which is referred to herein as the "Project Area"); and

WHEREAS, Parts 1.8, 1.85 and 1.9 of Division 24 of the Health and Safety Code were added to the CRL by ABX1 26 and ABX1 27, which measures purport to become effective immediately. ABX1 26 and ABX1 27, which are trailer bills to the 2011-12 budget bills, were approved by both houses of the Legislature on June 15, 2011 and signed by the Governor on June 28, 2011; and

WHEREAS, Part 1.85 of the CRL ("Part 1.85") provides for the statewide dissolution of all redevelopment agencies, including the Agency, as of October 1, 2011 (which dated has been deemed to be February 1, 2012 pursuant to a decision by the California Supreme Court), and provides that, thereafter, a successor agency to administer the enforceable obligations of the Agency and otherwise wind up the Agency's affairs, all subject to the review and approval by an oversight committee; and

WHEREAS, Part 1.8 of the CRL ("Part 1.8") provides for the restriction of activities and authority of the Agency in the interim period prior to dissolution to certain

"enforceable obligations" and to actions required for the general winding up of affairs, preservation of assets, and certain other goals delineated in Part 1.8; and

WHEREAS, in connection with the implementation of those provisions of ABX1 26 which require the adoption of an enforceable obligation schedule, the City serving as the Successor Agency has previously adopted an amended enforceable obligation schedule in the form previously submitted (the "Amended Enforceable Obligation Schedule") and has authorized the City Manager or his designee to augment, modify or revise such Amended Enforceable Obligation Schedule; and

WHEREAS, ABX1 26 further requires the adoption of an Initial Recognized Obligation Payment Schedule; such initial Recognized Obligation Payment Schedule was approved by Resolution No. 2012-13 of the City of Moreno Valley serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley ("Successor Agency") on February 28, 2012.

WHEREAS, ABX1 26 further requires the adoption of a Recognized Obligation Payment Schedule for every six month period; such Recognized Obligation Payment Schedule for July 1, 2012 through December 31, 2012, was approved by Resolution No. 2012-22 of the City of Moreno Valley serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley ("Successor Agency") on April 10, 2012.

WHEREAS, an oversight board, as provided under ABX1 26 ("Oversight Board") has been established for the former Agency;

WHEREAS, pursuant to ABX1 26 and the implementation thereof, the Sucessor Agency desires to adopt a Third Recognized Obligation Payment Schedule for the period covering January 1, 2013 through June 30, 2013 ("Third ROPS"), in the form submitted herewith. The Third ROPS is attached hereto, marked as Exhibit "A", and is incorporated herein by reference. By this resolution, the City Council, on behalf of the Successor Agency, approves and authorizes the transmittal of the Third ROPS to the Oversight Board;

WHEREAS, given the adoption of ABX1 26, the City Council, on behalf of the City acting in its capacity as Successor Agency to the Agency, has duly considered this Resolution and has determined that the adoption of this Resolution is in the best interests of the City, in its capacity as Successor Agency to the Agency, and the health, safety, and welfare of the residents of the City, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

Resolution No. 2012-71
Date Adopted: August 28, 2012

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, SERVING AS THE SUCCESSOR AGENCY, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The foregoing recitals are incorporated into this resolution by this reference, and constitute a material part of this resolution.

Section 2. That Third ROPS (Exhibit "A") is approved as the Recognized Obligation Payment Schedule as to the Agency for the above-referenced period, together with such augmentation, modification, additions or revisions as the Executive Director of the Successor Agency or his designee may make thereto.

Section 3. The City Clerk shall cause the Third ROPS to be transmitted to the Oversight Board.

Section 4. This Resolution shall be effective immediately upon adoption.

Section 5. The City Clerk shall certify to the adoption of this resolution.

APPROVED AND ADOPTED this 28th day of August, 2012.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of the Successor Agency

ATTEST:

_____
City Clerk

APPROVE AS TO FORM:

_____
City Attorney

Resolution No. 2012-71
Date Adopted: August 28, 2012

Resolution Jurat

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-71 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 28th day of August, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

City Clerk

Resolution No. 2012-71
Date Adopted: August 28, 2012

Successor Agency Contact Information

Name of Successor Agency:	The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley
County:	Riverside
Primary Contact Name:	Annie Clark
Primary Contact Title:	Sr. Financial Analyst
Address	14177 Frederick Street, Moreno Valley, CA 92552
Contact Phone Number:	951.413.3475
Contact E-Mail Address:	anochano@moval.org
Secondary Contact Name:	Richard Teichert
Secondary Contact Title:	Financial & Administrative Services Director
Secondary Contact Phone Number:	951.413.3021
Secondary Contact E-Mail Address:	richardt@moval.org

EXHIBIT A

SUMMARY OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE

Filed for the January 1, 2013 to June 30, 2013 Period

Name of Successor Agency: The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley

		Total Outstanding Debt or Obligation
Outstanding Debt or Obligation		$ 161,932,013
Current Period Outstanding Debt or Obligation		**Six-Month Total**
A	Available Revenues Other Than Anticipated RPTTF Funding	15,022,617
B	Anticipated Enforceable Obligations Funded with RPTTF	6,927,229
C	Anticipated Administrative Allowance Funded with RPTTF	208,000
D	Total RPTTF Requested (B + C = D)	7,135,229
	Total Current Period Outstanding Debt or Obligation (A + B + C = E) *Should be the same amount as ROPS form six-month total*	$ - ERROR formula is not computing correctly
E	*Enter Total Six-Month Anticipated RPTTF Funding *(Obtain from county auditor-controller)*	6,835,311.86
F	Variance (E - D = F) *Maximum RPTTF Allowable should not exceed Total Anticipated RPTTF Funding*	$ (299,917)
Prior Period (January 1, 2012 through June 30, 2012) Estimated vs. Actual Payments (as required in HSC section 34186 (a))		
G	**Enter Estimated Obligations Funded by RPTTF *(Should be the lesser of Finance's approved RPTTF amount including admin allowance or the actual amount distributed)*	9,241,398
H	***Enter Actual Obligations Paid with RPTTF	11,866,792
I	Enter Actual Administrative Expenses Paid with RPTTF	117,648
J	Adjustment to Redevelopment Obligation Retirement Fund (G - (H + I) = J)	$ (2,743,042)
K	**Adjusted RPTTF** *(The total RPTTF requested shall be adjusted if actual obligations paid with RPTTF are less than the estimated obligation amount.)*	$ 9,878,271.00

* We have not receive any confirmation of the anticipated RPTTF funding from the County, and therefore, are using the amount received previously from the County Auditor-Controller for the payment of ROPS Fe obligations (primarily the payment received in January 2012).

** Gross Property Tax Amount $9,241,398 (actual amount received from the County Auditor-Controller was $9,833,312 - net of the pass through's and fees of $2,406,0dth.

***Includes amount encumbered to be paid in 2013-2014 per Affordable Housing Agreement and enforceable obligations paid from former RDA fund balance.

Certification of Oversight Board Chairman:
Pursuant to Section 34177(m) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named agency.

Name _____ Title _____

Signature _____ Date _____

8/21/20129:45 AM

MV00175358

Name of Successor Agency: The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley

County: Riverside

Oversight Board Approval Date: _____

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS III)

January 1, 2012 through June 30, 2013

Item #	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-13	Funding Source: LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other	Six-Month Total
	Grand Total				$ 161,832,013	$ 26,612,927	$ -	$ 14,216,878	$ 908,068	$ 208,000	$ 6,927,039	$ -	$ -
1	2007 Tax Allocation Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance various capital projects	Original Area	79,412,021.88	2,263,483.76					2,263,483.76		2,263,484
2	2007 Special Tax Refunding Bonds - Towngate 87-1	Wells Fargo Bank	Debt service payments for bonds issued to finance the acquisition of public facilities	Original Area	8,546,333.48	1,162,347.06					1,162,347.06		1,162,347
3	Improvement Area No. 1 Special Tax Refunding Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance the construction of public facilities	Original Area	2,804,115.00	277,161.38					139,168.01		139,168
4	CFD No. 3 - Auto Mall Refinance	Wells Fargo Bank	Debt service payments for bonds issued to finance the construction of public facilities	Original Area	2,000,060.81	109,460.50					91,881.66		91,882
5	2011 Refunding of 97 LRB Bonds	Bank of America	Debt service payments for bonds issued to finance the construction of a public facility	Original Area	1,500,000.00	150,000.00					75,000.00		75,000
6	2005 Lease Revenue Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance Sunnymead Blvd project	Original Area	13,595,880.41	390,147.50					195,348.75		195,349
7	On-going Housing Monitoring Requirements	City of Moreno Valley/Successor Agency	Costs to perform the recertification and monitoring of housing units	Original Area	40,000.00	40,000.00					20,000.00		20,000
8	Contract for Legal Services	Stradling, Yocca, Carlson & Rauth	Legal services - General	Original Area	72,000.00	72,000.00					36,000.00		36,000
9	Contract for Legal Services	Rutan & Tucker, LLP	Legal services - Oversight Board Legal Counsel	Original Area	72,000.00	72,000.00					36,000.00		36,000
10	Contract for Abatement of Properties	Fire Prevention/Inland Empire Property Service, Inc	Nuisance/weed abatement of Agency owned properties	Original Area	7,500.00	7,500.00					2,500.00		2,500
11	Contract for Audit Services	Lance Soll & Lunghard, LLP or Approved Audit Firm	Preparation of Required Due Diligent Reviews and Annual Audit	Original Area	15,000.00	15,000.00					15,000.00		15,000
12	Contract for Special Tax Reporting	Willdan/Staff Administration	Preparation of Continuing Disclosure Report	Original Area	5,000.00	5,000.00					2,500.00		2,500
13	CalPERS Retirement Liability	The California Public Employees' Retirement System (CalPERS)	Unfunded PERS Retirement Liability Acct	Original Area	599,992.00	12,858.14					-		-
14	Retiree Medical Trust (CERBT)	Medical	Unfunded Retiree Medical Trust Acct	Original Area	193,221.00	4,461.90					-		-
15	Agency Loans #1 & 2	City of Moreno Valley	City/Agency Loan Agreement	Original Area	2,217,843.00	-					-		-
16	Price Club Acquisition Note	The Price Family Charitable Fund	Participation Agreement	Original Area	1,410,529.85	480,000.00					240,000.00		240,000
17	Towngate Acquisition Note	City of Moreno Valley	Participation Agreement	Original Area	15,658,083.42	480,000.00					240,000.00		240,000
18	Moss Bros. Autogroup Participation Agreement	Moss Bros. Autogroup	Participation Agreement	Original Area	250,000.00	250,000.00					-		-
19	Robertson's Ready Mix, Inc. CPA	Robertson's Ready Mix, Inc	Owner Participation Agreement	Original Area	4,000,000.00	-					-		-
20	Hemlock Family Apartments	Rancho Belago, Inc	Affordable Housing Agreement	Original Area	1,000,000.00						-		-
21	Rancho Dorado Apts - South (Second Phase)	Moreno Valley Housing Authority/MV Rancho Dorado Limited Partnership	Affordable Housing Agreement	Original Area	6,950,000.00	2,875,000.00					2,375,000.00		2,375,000
22		Stradling, Yocca, Carlson & Rauth	Legal services - Specific to Affordable Housing Agreement w/ Rancho Dorado Apts	Original Area	25,000.00	25,000.00					12,500.00		12,500
23		Stridder Association	Title & Closing Costs	Original Area	5,000.00	5,000.00					2,500.00		2,500
24	Payroll Costs/Operating Costs	City of Moreno Valley/Employees	Successor Agency's Payroll & Operating Costs	Original Area	447,514.00	447,514.00				208,000			208,000
25	Sunnymead Blvd CIP 79221	Fucci	Capital Project Contract, CIP 79221	Original Area	50,000.00	50,000.00			50,000.00				50,000
26		Hans & Assoc	Capital Project Contract, CIP 79221	Original Area	178,000.00	178,000.00			178,000.00				178,000
27		City of Moreno Valley, cost allocation, and extra admin costs	Project Management CIP 79221	Original Area	37,300.00	37,300.00			25,000.00				25,000
28		City Consultants	Project Management CIP 79221	Original Area	9,500.00	9,500.00			9,000.00				9,000
29		Gibbs, Giden, Locher, Turner & Senet LLP	Additional Legal Fees - CIP 79221	Original Area	85,099.15	85,099.15			49,099.00				49,099
30	Storm Drain/Day Street to Cottonwood CIP 79222	Gibbs, Giden, Locher, Turner & Senet	Contractual Services PO# 42123 CIP 79222	Original Area	5,174.00	5,174.00							-
31		City of Moreno Valley	Project Management CIP 79222	Original Area									-

Item No. A.23

Name of Successor Agency: The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley

County: Riverside

Oversight Board Approval Date: _____

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS III)

January 1, 2013 through June 30, 2013

Item #	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-13	Funding Source: LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other	Six-Month Total
	Grand Total				$ 161,952,013	$ 26,512,927	$ -	$ 14,714,528	$ 308,089	$ 209,000	$ 6,827,228	$ -	$ -
32	Day Street/Alessandro Blvd to Cottonwood CIP 79724	DMC Design	Contractual Services PO#40920 CIP 79724	Original Area	5,980.94	5,980.94							-
33		AEI-CASC	Contractual Services PO#35423 CIP 79724	Original Area	8,775.93	8,775.93							-
34		Group Delta	Contractual Services PO#39328 CIP 79724	Original Area	7,359.00	7,359.00							-
35		KOM Meridian	Contractual Services PO#41865 CIP 79724	Original Area	3,992.50	3,992.50							-
36		STI Inc	Contractual Services PO#41850 CIP 79724	Original Area	73,322.22	73,322.22							-
37		City of Moreno Valley	Project Management CIP 79724	Original Area	20,395.33	20,395.33							-
38	Auto Mall Street Upgrades CIP 79725	VA Consulting	Capital Project Contract, CIP 79725	Original Area	11,083.00	11,083.00							-
39		City of Moreno Valley	Project Management CIP 79725	Original Area	12,000.00	12,000.00							-
40		Justice Inspection (Geotech)	Capital Project Contract, CIP 79725	Original Area	2,294.00	2,294.00							-
41		VA Consulting Inc (Survey)	Capital Project Contract, CIP 79725	Original Area	782.00	782.00							-
42		SMEAC (Contractor)	Capital Project Contract, CIP 79725	Original Area	195,721.00	195,721.00							-
43	Indian Basin, Appurtenant CIP 79728	Lim & Nascimento Engineering	Contractual Services PO#35828 CIP 79728	Original Area	88,528.00	88,528.00		38,528.00					38,528
44		City of Moreno Valley, cost allocation, and minor expenses	Project Management, CIP 79728	Original Area	38,000.00	38,000.00		18,000.00					18,000
45	Ironwood Ave-Day St/Barclay Dr CIP 79727	AEI-CASC Engineering	Capital Project Contract, CIP 79727	Original Area	49,532.11	49,532.11		25,000.00					25,000
46		City of Moreno Valley, cost allocation, and minor expenses	Project Management CIP 79727	Original Area	73,000.00	73,000.00		63,000.00					63,000
47		Contractor	Capital Project Contract, CIP 79727	Original Area	500,000.00	500,000.00		500,000.00					500,000
48		Survey Consultant	Project Management CIP 79727	Original Area	50,000.00	50,000.00		50,000.00					50,000
49		Geotechnical Consultant	Capital Project Contract, CIP 79727	Original Area	50,000.00	50,000.00		50,000.00					50,000
50		Southern California Edison	Project Management CIP 79727	Original Area	50,000.00	50,000.00		50,000.00					50,000
51	Nason/SR-60 Bridge CIP 79718	Singer & Coffin, APC	Legal services CIP 79718	Original Area	2,310.00	-							-
52		City of Moreno Valley	Project Management and associated costs CIP 79718	Original Area	160,000.00	160,000.00		100,000.00					100,000
53		Staff Consultants	Project Management, CIP 79718	Original Area	38,000.00	38,000.00		6,000.00					6,000
54		Moreno Valley Utility	Lighting CIP 79718	Original Area	50,000.00	50,000.00		50,000.00					50,000
55		Caltrans	State-furnished materials CIP 79718	Original Area	50,000.00	50,000.00		50,000.00					50,000
56		Caltrans	State source inspection fees CIP 79718	Original Area	50,000.00	50,000.00		50,000.00					50,000
57		CHP	Construction zone enforcement (COZEEP) CIP 79718	Original Area	30,000.00	12,000.00		12,000.00					12,000
58		Parsons Transportation	Design-related costs CIP 79718	Original Area	222,571.00	222,571.00		98,000.00					98,000
59		Falcon Engineering	Construction mgmt and inspection Services CIP 79718	Original Area	1,847,220.00	950,000.00		840,000.00					840,000
60		Contractor	Construction Contract CIP 79718	Original Area	9,700,000.00	7,000,000.00		7,000,000.00					7,000,000
61		Survey Consultant	Construction Services - Survey CIP 79718	Original Area	145,000.00	80,000.00		80,000.00					80,000
62		Geotechnical Consultant	Construction Services - Geotechnical CIP 79718	Original Area	170,000.00	90,000.00		90,000.00					90,000
63		SCE	Utility relocation CIP 79718	Original Area	20,000.00	20,000.00		20,000.00					20,000
64		EMWD	Permits/Fees, CIP 79718	Original Area	5,000.00	5,000.00		5,000.00					5,000
65		RCFC&WCD	Permits/Fees, CIP 79718	Original Area	5,000.00	5,000.00		5,000.00					5,000

Name of Successor Agency: The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley

County: Riverside

Oversight Board Approval Date: _____

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS III)

January 1, 2012 through June 30, 2013

Item #	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-13	Funding Source: LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other	Six-Month Total
	Grand Total				$ 181,932,913	$ 25,013,927	$ -	$ 14,714,528	$ 306,099	$ 206,000	$ 6,927,229	$ -	$ -
66	Moreno Beach Ramps - Phaze 1 CIP 79731	City of Moreno Valley	Project Management and associated costs CIP 79731	Original Area	100,000.00	100,000.00		100,000.00					100,000
67		City of Moreno Valley	City-furnished equipment - CIP 79731	Original Area	10,000.00	10,000.00		10,000.00					10,000
68		City of Moreno Valley	Project Management and associated costs CIP 79731	Original Area	6,000.00	6,000.00		6,000.00					6,000
69		Parsons Transportation	Design-related costs CIP 79731	Original Area	11,331.00	11,331.00							-
70		Parsons Transportation	Construction support CIP 79731	Original Area	130,000.00	130,000.00		54,000.00					54,000
71		Falcon Engineering	Constructability review CIP 79731	Original Area	11,865.00	11,865.00							-
72		Falcon Engineering	Construction Inspd and Inspection Services CIP 79731	Original Area	797,821.98	600,000.00		600,000.00					600,000
73		So. Calif. Edison	Utility Relocation CIP 79731	Original Area	10,000.00	10,000.00		10,000.00					10,000
74		Caltrans	State-furnished materials CIP 79731	Original Area	2,000.00	2,000.00		2,000.00					2,000
75		Caltrans	State source inspection fees CIP 79731	Original Area	50,000.00	50,000.00		50,000.00					50,000
76		CHP	CHP - construction zone enforcement (COZEEP) CIP 79731	Original Area	30,000.00	30,000.00		30,000.00					30,000
77		Contractor	Construction Contract CIP 79731	Original Area	4,500,000.00	4,500,000.00		4,500,000.00					4,500,000
78		Survey Consultant	Construction Svcs - Survey CIP 79731	Original Area	99,000.00	54,000.00		54,000.00					54,000
79		Geotechnical Consultant	Construction Svcs - Geotechnical CIP 79731	Original Area	88,000.00	84,000.00		84,000.00					84,000
80		RCFC&WCD	Permits/Fees, CIP 79731	Original Area	5,000.00	5,000.00		5,000.00					5,000
81		EMWD	Permits/Fees, CIP 79731	Original Area	31,000.00	31,000.00		31,000.00					31,000

Item No. A.23

Name of Successor Agency: The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley
County: Riverside

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS III) -- Notes (Optional)

January 1, 2013 through June 30, 2013

Item #	Notes/Comments			
25	Sunnymead Blvd. CIP 79221	Excel	Pending Litigation	
28		Harris & Assoc		
29		Gibbs, Giden, Locher, Turner & Senet LLP		
19	Storm Drain/Day Street to Cottonwood CIP 79222 (old 77922)	Gibbs, Giden, Locher, Turner & Senet LLP	Pending Litigation	
56	Nason/SR-60 Bridge	Contract/Agreement Termination Date	Note 1: Agreement terminates upon completion of work or upon 30 days' notice	
58				
57				
91	Moreno Beach Ramps - Phase 1	Contract/Agreement Termination Date	Note 2: Contract terminates upon completion of obligation or upon amendment to agreement, whichever occurs first	
92				
93				

Item No. A.23

MV00175362

Name of Successor Agency: The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley

County: Riverside

Pursuant to Health and Safety Code section 34186 (a)
PRIOR PERIOD ESTIMATED OBLIGATIONS vs. ACTUAL PAYMENTS
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS I)
January 1, 2012 through June 30, 2012

Page/Form	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF Estimate	LMIHF Actual	Bond Proceeds Estimate	Bond Proceeds Actual	Reserve Balance Estimate	Reserve Balance Actual	Admin Allowance Estimate	Admin Allowance Actual	RPTTF Estimate	RPTTF Actual	Other Estimate	Other Actual
ROPS I		Grand Total				$ -	$ -	$ 7,067,970	$ 3,558,837	$ 394,290	$ 115,033	$ 307,665	$ 117,648	$ 12,228,290	11,889,792	$ 9,026,101	$ 9,026,101
Page 1 of 8	1	2007 Tax Allocation Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance various capital projects	Original Area									2,268,793.75	2,268,793.75		
Page 1 of 8	2	2007 Special Tax Refunding Bonds - Towngate 87-1	Wells Fargo Bank	Debt service payments for bonds issued to finance the acquisition of public facilities	Original Area									1,175,145.00	1,175,145.00		
Page 1 of 8	3	Improvement Area No. 1 Special Tax Refunding Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance the construction of public facilities	Original Area									274,445.00	274,445.00		
Page 1 of 8	4	CFD No. 3 - Auto Mall Refinance	Wells Fargo Bank	Debt service payments for bonds issued to finance the construction of public facilities	Original Area									28,292.00	28,292.00		
Page 1 of 8	5	2005 Lease Revenue Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance Sunnymead Blvd project	Original Area									569,597.50	569,597.50		
Page 1 of 8	6	2011 Refunding of 97 LRB Bonds	Bank of America	Debt service payments for bonds issued to finance the construction of a public facility	Original Area									150,000.00	150,000.00		
Page 1 of 8	7	On going Housing Monitoring Requirements	City of Moreno Valley/Successor Agency	Costs to perform the identification and monitoring of housing units	Original Area									20,000.00	-		
Page 1 of 8	8	Contract for Legal Services	Stradling, Yocca, Carlson & Rauth	Legal services - General	Original Area									108,678.00	50,646.20		
of 8	9	Contract for Legal Services	Kronick Moskovitz Tiedemann & Girard	Legal services - Oversight Board Legal Counsel	Original Area									12,500.00	13,093.50		
of 8	10	Contract for Abatement of Properties	Inland Empire Property Service, Inc.	Nuisance/weed abatement of Agency owned properties	Original Area									7,050.00	-		
of 8	11	Contract for Audit Services	Lance Soll & Lunghard, LLP	Preparation of Financial Statements/RDA Closing Statement	Original Area									10,000.00	8,000.00		
Page 1 of 8	12	Contract for Special Tax Reporting	Willdan/Staff Administration	Preparation of Continuing Disclosure Report	Original Area									2,000.00	2,500.00		
Page 1 of 8	13	CalPERS Retirement Liability	The California Public Employees' Retirement System (CalPERS)	Unfunded PERS Retirement Liability Acct	Original Area									5,371.00	5,371.00		
Page 1 of 8	14	Retiree Medical Trust (CERBT)	California Employers Retiree Medical Trust(CERBT)/CalPERS	Unfunded Retiree Medical Trust Acct	Original Area									1,730.00	1,730.00		
Page 1 of 8	15	Agency Loans #1 & # 2	City of Moreno Valley	City/Agency Loan Agreement	Original Area												
Page 1 of 8	17	Price Club Acquisition Note	The Price Family Charitable Fund	Participation Agreement	Original Area									240,000.00	265,606.00		
Page 1 of 8	18	Towngate Acquisition Note	City of Moreno Valley	Participation Agreement	Original Area									550,000.00	552,180.00		
Page 1 of 8	20	Moss Bros. Autogroup Participation Agreement	Moss Bros. Autogroup	Participation Agreement	Original Area									230,041.00	282,041.00		
Page 1 of 8	21	Robertson's Ready Mix, Inc. OPA	Robertson's Ready Mix, Inc	Owner Participation Agreement	Original Area									-	-		
Page 2 of 8	21	Hemlock Family Apartments	Rancho Belago, Inc.	Affordable Housing Agreement	Original Area									-	-		
8	22	Oakwood Apartments	One Moreno Valley 240, L.P.	Affordable Housing Agreement	Original Area									750,000.00	750,000.00		
8	23	Rancho Dorado Apts - South	Moreno Valley Housing Authority (MVHA)	Affordable Housing Agreement - $2,300,000 is encumbered to be paid in 2013-2014 per Affordable Housing Agreement	Original Area									2,500,000.00	2,300,000.00		
8	24		Stradling, Yocca, Carlson & Rauth	Legal services - Specific to AHA	Original Area									32,000.00	-		
8	25		Stewart Title Association	Title & Closing Costs	Original Area									5,000.00	350.00		
8	1	Day St/Eucalyptus CIP 79230(old 80030)	WRM Meridian, Inc	Capital Project Contract, CIP 79230	Original Area			3,000.00	-								
8	2		Gov Tax Attorneys (Requested)	Capital Project Contract, CIP 79230	Original Area			7,500.00	6,178								

Successor Agency: The City of Moreno Valley Serving as the Successor Agency of the Former City Redevelopment Agency of the City of Moreno Valley

Riverside

Pursuant to Health and Safety Code section 34186 (a)
PRIOR PERIOD ESTIMATED OBLIGATIONS vs. ACTUAL PAYMENTS
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS I)
January 1, 2012 through June 30, 2012

	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF Estimate	LMIHF Actual	Bond Proceeds Estimate	Bond Proceeds Actual	Reserve Balance Estimate	Reserve Balance Actual	Admin Allowance Estimate	Admin Allowance Actual	RPTTF Estimate	RPTTF Actual	Other Estimate	Other Actual
		Grand Total				$ -	$ -	$ 7,067,970	$ 3,668,627	$ 394,298	$ 115,033	$ 207,805	$ 117,948	$ 12,229,290	11,668,792	$ 9,026,101	$ 9,026,101
	3		Globs, Gilden, Locher, Turner & Senet	Capital Project Contract, CIP 79221	Original Area					34,096.16	31,757						
	4		Excel	Capital Project Contract, CIP 79221	Original Area					50,000.00	-						
Page 3 of 8	5	Sunnymead Blvd. CIP 79221 (old 80231)	Harris & Assoc.	Capital Project Contract, CIP 79221	Original Area					176,000.00	-						
Page 3 of 8	6		City of Moreno Valley	Project Management CIP 79221	Original Area					15,000.00	30,873						
Page 3 of 8	7		City Consultants	Project Management CIP 79221	Original Area					6,000.00	7,395						
Page 3 of 8	8		Globs, Gilden, Locher, Turner & Senet LLP	Additional Legal Fees - CIP 79221	Original Area					74,700.00	10,811						
Page 3 of 8	9		DMC Design	Contractual Services PO#40820 CIP 79724	Original Area			14,780.84	8,910								
Page 3 of 8	10		AEI-CASC	Contractual Services PO#39423 CIP 79724	Original Area			5,009.61	-								
Page 3 of 8	11		AEI-CASC	Contractual Services PO#40288 CIP 79724	Original Area			360.00	-								
Page 3 of 8	12		Group Delta	Contractual Services PO#39328 CIP 79724	Original Area			11,579.00	4,186								
Page 3 of 8	13		NDM Meridian	Contractual Services PO#41885 CIP 79724	Original Area			13,145.00	9,152								
Page 3 of 8	14	Day Street/Alessandro Blvd CIP 79724 (old 91724)	STI Inc.	Contractual Services PO#41859 CIP 79724	Original Area			240,780.71	189,779								
Page 3 of 8	15		Vali Cooper & Assoc.	Contractual Services PO#39743 CIP 79724	Original Area			10,400.00	-								
Page 3 of 8	16		James & Bertha Patterson	Contractual Services PO#42011 CIP 79724	Original Area			19,884.00	18,884								
of 8	17		Globs, Gilden, Locher, Turner & Senet	Contractual Services PO#40924 CIP 79724	Original Area			8,944.20	8,944								
of 8	18		City of Moreno Valley	Project Management CIP 79724	Original Area			35,363.90	48,482								
of 8	19	Storm Drain/Day Street to Cottonwood CIP 79222 (old 77922)	Globs, Gilden, Locher, Turner & Senet	Contractual Services PO# 42123 CIP 79222	Original Area					20,000.00	14,626						
of 8	20		City of Moreno Valley	Project Management CIP 79222	Original Area					5,000.00	12,993						
Page 4 of 8	21		VA Consulting	Capital Project Contract, CIP 79725	Original Area			10,500.00	7,636								
Page 4 of 8	22		City of Moreno Valley	Project Management CIP 79725	Original Area			57,300.00	41,469								
Page 4 of 8	23		VA Consulting Inc.	Capital Project Contract, CIP 79725	Original Area			14,900.00	3,807								
Page 4 of 8	24	Auto Mall Street Upgrades CIP 79725 (old 91725)	United Inspection (Geotech)	Capital Project Contract, CIP 79725	Original Area			4,725.00	2,431								
Page 4 of 8	25		VA Consulting Inc. (Survey)	Capital Project Contract, CIP 79725	Original Area			4,950.00	4,168								
Page 4 of 8	26		SMBAC (Contractor)	Capital Project Contract, CIP 79725	Original Area			456,641.72	309,920								
Page 4 of 8	27		Gas Tax Allocation (Required)	Capital Project Contract, CIP 79725	Original Area			18,000.00	10,755								
Page 4 of 8	28		Lim & Rascimento Engineering	Contractual Services PO#35828 CIP 79726	Original Area			62,621.73	38,738								
Page 4 of 8	29		Ninyo & Moore Geotech	Contractual Services PO#41060 CIP 79726	Original Area			3,194.50	-								
Page 4 of 8	30	Indian Basin, Appurtenant CIP 79726 (old 91726)	Guida Surveying	Contractual Services PO#40183 CIP 79726	Original Area			936.00	12,926								
Page 4 of 8	31		City of Moreno Valley	Project Management, CIP 79726	Original Area			20,000.00	17,752								
Page 4 of 8	32		City Consultants	Project Management CIP 79726	Original Area			1,000.00	113								
Page 4 of 8	33		Hillcrest Contracting, Inc.	Contractual Services PO#41567 CIP 79726	Original Area			15,076.86	15,078								
Page 4 of 8	34		Federal Emergency Mgmt Agency	Capital Projects Contract CIP Environmental Fees - CIP 79726	Original Area			5,000.00	-								
Page 4 of 8	35		EMWD	Cost-sharing agreement Reconciliation CIP 79727	Original Area			43,720.48	7,630								
Page 4 of 8	36		AEI-CASC Engineering	Capital Project Contract, CIP 79727	Original Area			62,424.79	12,505								
Page 4 of 8	37	Ironwood Ave-Day St/Barclay Dr CIP 79727 (old 91727)	City of Moreno Valley	Project Management CIP 79727	Original Area			30,000.00	14,819								
Page 4 of 8	38		City of Moreno Valley	Secure title reports for ROW dedication CIP 79727	Original Area			1,500.00	2,200								
Page 4 of 8	39		Construction Contractor, Surveyor, Geo-tech Consultant	Capital Project Contract CIP 79727	Original Area			282,700.00	-								

MV00175364

Name of Successor Agency: The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley

County: Riverside

Pursuant to Health and Safety Code section 34186 (a)
PRIOR PERIOD ESTIMATED OBLIGATIONS vs. ACTUAL PAYMENTS
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS I)
January 1, 2012 through June 30, 2012

Page/Form	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF Estimate	LMIHF Actual	Bond Proceeds Estimate	Bond Proceeds Actual	Reserve Balance Estimate	Reserve Balance Actual	Admin Allowance Estimate	Admin Allowance Actual	RPTTF Estimate	RPTTF Actual	Other Estimate	Other Actual
ROPS I		(Grand Total)				$ -	$ -	$ 7,097,970	$ 3,555,627	$ 394,296	$ 105,000	$ 307,665	$ 117,648	$ 12,229,280	11,666,792	$ 9,026,101	$ 9,026,101
Page 4 of 8	40	Nason/SR-60 Bridge CIP 79728 (old 91728)	Singer & Collis, APC	Legal Services CIP 79728	Original Area			2,000.00	-								
Page 4 of 8	41		Parsons Transportation	Contractual Services CIP 79728	Original Area			25,000.00	25,000								
Page 4 of 8	42		City Consultants	Project Management CIP 79728	Original Area			2,000.00	263								
Page 4 of 8	43		Caltrans	CIP 79728	Original Area			25,000.00	-								
Page 4 of 8	44		City of Moreno Valley	Utility relocation CIP 79728	Original Area			83,642.62	-								
Page 4 of 8	45		City of Moreno Valley	Project Management CIP 79728	Original Area			145,000.00	52,551								
Page 4 of 8	46		Caltrans	Source inspection CIP 79728	Original Area			50,000.00	-								
Page 4 of 8	47		Caltrans	State furnished Materials CIP 79728	Original Area			50,000.00	-								
Page 4 of 8	48		Caltrans	Construction Zone Enforcemt CIP 79728	Original Area			50,000.00	-								
Page 5 of 8	49		Survey Consultant	Capital Project Contract CIP 79728	Original Area			5,000.00	-								
Page 5 of 8	50		Contractor	Capital Project Contract CIP 79728	Original Area			-	-								
Page 5 of 8	51		Falcon Engineering	Capital Project Contract CIP 79728	Original Area			70,000.00	-								
Page 5 of 8	52		Falcon Engineering	Constructability Review CIP 79728	Original Area			32,187.00	27,718								
Page 5 of 8	53		Geotechnical Consultant	Capital Project Contract CIP 79728	Original Area			5,000.00	-								
Page 5 of 8	54		City of Moreno Valley	Project Management CIP 79728	Original Area			70,000.00	-								
Page 5 of 8	55		Parsons Transportation	Contractual Services CIP 79728	Original Area			355,000.00	426,466								
Page 5 of 8	56		City of Moreno Valley	Advertising/Bidding Expenses CIP 79728	Original Area			10,000.00	-								
Page 5 of 8	57		EMWD	Meters - CIP 79728	Original Area			15,000.00	-								
of 8	58		RCFC&WCD	Fees CIP 79728	Original Area			5,000.00	-								
			Globe, Gilden, Locher, Turner & Senet	Advertising/bidding expenses - Spec Revisions CIP 79728	Original Area				7,267								
of 8	59	Morrison Park Fire Station CIP 79729 (old 91729)	City of Moreno Valley	Project Management CIP 79729	Original Area			108,344.00	103,877								
of 8	60		STK Architecture	Capital Project Contract CIP 79729	Original Area			200,000.00	148,764								
Page 5 of 8	61		Silver Creek Industries	Capital Project Contract CIP 79729	Original Area			3,000,000.00	1,849,492								
Page 5 of 8	62		Ence Utility	Capital Project Contract CIP 79729	Original Area			2,100.00	1,260								
Page 5 of 8	63		Riverside County IT	Capital Project Contract CIP 79729	Original Area			13,210.00	4,934								
Page 5 of 8	64		McCain Traffic Supply	Capital Project Contract CIP 79729	Original Area			5,200.00	-								
Page 5 of 8	65		Southern Ca Gas Co	Capital Project Contract CIP 79729	Original Area			5,600.00	11,173								
Page 5 of 8	66		Construction Contract	Construction Costs CIP 79729	Original Area			345,579.49	10,343								
Page 5 of 8	67	Moreno Beach Ramps - Phase 1 CIP 79731 (old 91731)	City of Moreno Valley	Project Management CIP 79731	Original Area			80,000.00	45,560								
Page 5 of 8	68		Parsons Transportation	Capital Project Contract CIP 79731	Original Area			27,054.25	27,054								
Page 5 of 8	69		Staff Consultants	Capital Project Contract CIP 79731	Original Area			10,973.66	210								
Page 5 of 8	70		So. Calif. Edison	Utility relocation CIP 79731	Original Area			249,677.00	-								
Page 5 of 8	71		Caltrans	State Furnished Materials CIP 79731	Original Area			50,000.00	-								
Page 5 of 8	72		Caltrans	Source Inspection CIP 79731	Original Area			50,000.00	-								
Page 5 of 8	73		Survey Consultant	Capital Project Contract CIP 79731	Original Area			5,000.00	-								
Page 5 of 8	74		City of Moreno Valley CM/Inspection	Capital Project Contract CIP 79731	Original Area			30,000.00	-								
3	75		Geotechnical Consultant	Capital Project Contract CIP 79731	Original Area			5,000.00	-								
3	76		Falcon Engineering	Constructability Review CIP 79731	Original Area			35,000.00	7,987								
3	77		City of Moreno Valley	Project Management CIP 79731	Original Area			74,449.00	-								
3	78		RCFC&WCD	Inspection fees CIP 79731	Original Area			10,000.00	-								
3	79		CHP	Const. zone enforcement CIP 79731	Original Area			-	-								
3	80		City of Moreno Valley	Advertising & bidding CIP 79731	Original Area			10,000.00	-								
3	81		EMWD	Inspection fees CIP 79731	Original Area			-	-								
3	82		Parsons Transportation	Capital Project Contract CIP 79731	Original Area			300,000.00	238,718								
			Globe Gilden Locher Turner & Senet	Advertising/bidding expenses - Spec Revisions CIP 79731	Original Area				7,267								
			A&I Reprographics	Advertising/bidding expenses - Spec Revisions CIP 79732	Original Area				3,810								
3	83	Tax Sharing Agreement/Flood Control Agreement	Riverside Flood Control and Water Conservation Dist	Pass Through for the Construction of Storm Drain Projects CIP 89524	Original Area											5,059,404.43	5,059,404
3	84	Acquisition of Properties/Loan	Moreno Valley Housing Authority	Satisfaction of Debt	Original Area											3,366,697.00	3,366,697

MV00175365

Successor Agency: The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley

Riverside

Pursuant to Health and Safety Code section 34186 (a)
PRIOR PERIOD ESTIMATED OBLIGATIONS vs. ACTUAL PAYMENTS
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS I)

(January 1, 2013 through June 30, 2013)

	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF Estimate	LMIHF Actual	Bond Proceeds Estimate	Bond Proceeds Actual	Reserve Balance Estimate	Reserve Balance Actual	Admin Allowance Estimate	Admin Allowance Actual	RPTTF Estimate	RPTTF Actual	Other Estimate	Other Actual
		Grand Total				$ -	$ -	$ 7,067,970	$ 3,328,527	$ 394,260	$ 115,593	$ 307,685	$ 117,848	$ 12,223,290	11,896,750	$ 5,028,101	$ 3,026,101
3	1	City/Agency Employee Payroll	City of Moreno Valley/Employees	Payroll Costs	Original Area							247,685.00	111,553.53				
3	2	City/Agency - Operating Costs	City of Moreno Valley	Operating Costs	Original Area							60,000.00	6,294.25				
Page 8 of 8	1	Section 33676 2% Pass Through*	Moreno Valley & Val Verde Unified SDs	Payments per former CRL 33676 - Estimates on ROPS included payments to [illegible] Actual payments made pursuant 2012 RPTTF [illegible]										[illegible]	409,807.97		
Page 8 of 8	2	Section 33676 2% Pass Through*	Riverside City Community College	Payments per former CRL 33676 - Estimates on ROPS included payments to [illegible] Actual payments made from pur. 2012 RPTTF [illegible]										[illegible]	81,264.27		
Page 8 of 8	3	Section 33676 2% Pass Through*	School Funds	Payments per former CRL 33676 - Estimates on ROPS included payments to [illegible] Actual payments made pursuant 2012 RPTTF [illegible]										[illegible]	862.51		
of 8	4	Section 33676 2% Pass Through*	Co. Supt. of Schools	Payments per former CRL 33676 - Estimates on ROPS included payments to [illegible] Actual payments made pursuant 2012 RPTTF [illegible]										[illegible]	85,300.32		
Page 8 of 8	5	Tax Sharing Agreement/County Pass Through Agreement*	County of Riverside	Per Pass Through Agreement - Estimates on ROPS included payments for [illegible] Actual payments made [illegible]										[illegible]	1,815,184.87		
Page 8 of 8	6	SB 2557 County Admin Fees	County of Riverside	County Administrative Fees										238,646.02	238,646.02		
Page 8 of 8	7	Tax Sharing Agreement/Flood Control Agreement	Riverside Flood Control and Water Conservation Dist	Per Pass Through Agreement										781,573.00	781,573.00		

* Pursuant to the original ROPS per Section 1, 2012 through June 30, 2012 indicated pass through payments subject to agency and pass through. Actual payments for the same period were only for January 2012 payments. The June 2012 actual payment was redirected to RPTTF for the period of time July 1, 2012 through December 31, 2012 and is reconciled as such.
* Pass through payments to the Taxing Agencies and to the County of Riverside were made for the Riverside County Auditor Controller.

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	Rut
CITY MANAGER	

Report to City Council

TO: Mayor and City Council acting in their capacity as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: August 28, 2012

TITLE: OVERVIEW OF REDEVELOPMENT TRAILER BILL AB 1484

RECOMMENDED ACTION

Receive and file overview report of the Redevelopment Trailer Bill Assembly Bill 1484.

BACKGROUND

On June 27, 2012 the California Legislature passed AB 1484. The Governor of California signed the legislation the next day on June 28, 2012. The provisions of this legislation are intended to supplement and replace those contained in last year's AB 26 ("The RDA Dissolution Act"). According to the League of California Cities, the draft bill was expedited through the legislature and appeared in print form only 30 hours before it was formally acted upon by the Assembly.

AB 1484 requires Successor Agencies and Oversight Boards to learn and implement significant new rules of conduct than the rules mandated by last year's ABx1 26. Although AB 1484 provides new flexibility for successor agencies to secure approval of repayment of certain city loans to redevelopment agencies and to use bond proceeds for their original purposes, several provisions may expose the City to penalties and liabilities for the actions and inactions of the Successor Agency. AB 1484 also added many new or modified deadlines that need to be implemented throughout the next several months starting July 12, 2012.

The attachments to this staff report summarize the new major provisions, financial demands, penalties for non-compliance and important deadlines. To date, staff has met all required AB 1484 deadlines and will continue to comply with all provisions.

FISCAL IMPACT

For non-compliance with the provisions of AB 1484, the California Department of Finance (DOF) and Riverside County Auditor have the exclusive authority to withhold future State sales and property tax payments to the City. In addition, the legislation provides for a $10,000 per day penalty for not submitting ROPS by September 1, 2012, regardless of the reason or entity withholding approval authority.

ATTACHMENTS/EXHIBITS

ATTACHMENT A – League of California Cities "Overview of AB 1484"
ATTACHMENT B – League of California Cities "Major Provisions of AB 1484"
ATTACHMENT C – League of California Cities "AB 1484: Important Dates"
ATTACHMENT D – Assembly Bill 1484

Prepared By:
Dante G. Hall
Redevelopment & Neighborhood Programs Administrator

Department Head Approval:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

TO: City Officials

FROM: Chris McKenzie, Executive Director
RE: Overview of Redevelopment Trailer Bill AB 1484 and Next Steps
DATE: June 28, 2012

Executive Summary: The attached documents summarize the provisions and key deadlines contained in the 73-page redevelopment budget trailer bill, AB 1484, approved yesterday. It has many crucial provisions that replace those in last year's AB x1 26, including new and disturbing penalty provisions the League opposed combined with positive provisions requested by the League for repayment of city loans to redevelopment agencies, use of uncommitted bond proceeds, and new procedures for accounting for and disposing of redevelopment real estate assets. We felt it was important to provide you with this information as soon as possible. Updated versions of these documents will be distributed in the next few days and weeks. The League advised the Legislature that the bill's provisions allowing the offset of sales and property tax contain constitutional flaws, and that paired with other provisions will only increase litigation between the state and successor agencies. The League stands ready to assist in the defense of local sales tax and property tax constitutional protections however possible.,

Background: On June 27 the Legislature passed AB 1484, after it appeared in print only 30 hours earlier. While the bill provides important new flexibility (or "safe harbors" provisions) for successor agencies to secure approval of repayment of certain city loans to redevelopment agencies, to use bond proceeds for their original purposes, and to transfer governmental property to the city and other governmental agencies, the bill also contains unacceptable, punitive and unconstitutional provisions designed to force the payment of funds to the counties in a rapid fire fashion. Regrettably, we were not involved in the drafting of the bill, and in the few short hours the League had to review it we offered amendments to remove these disturbing provisions. The Legislature chose to reject the amendments.

As the attached overview and timetable explain, the measure provides that if a local successor agency does not make a payment of property taxes to the county for distribution to other local taxing agencies by no later than July 12, 2012, the successor agency is subject to a civil penalty of 10% of the amount owed (plus a 1.5% per month add-on penalty. Moreover, the bill authorizes the Department of Finance (DOF) to notify the Board of Equalization to suspend sales tax payments to the affected city, effective July 18. Further, a cash penalty of $10,000 per day can be imposed for failure to submit a ROPS by September 1, 2012. This unprecedented delegation of authority to DOF is both excessive and, in some cases, unconstitutional as explained below.

The League thanked the legislators on both sides of the aisle that opposed or abstained from voting on this measure so the League's amendments could be considered. You can see the roll call of the votes at: http://www.cacities.org/Top/News/News-Articles/2012/June/Final-Vote-Count-for-Redevelopment-Trailer-Bill-AB. We urge you to thank them as well.

During our short window to discuss the bill with legislators we pointed out that excluding cities from the drafting of AB 1484 has led to continued drafting errors and distrust at a time when a more collaborative approach would have promoted unity and accuracy. Notwithstanding AB 1484's positive elements, its punitive provisions and the lack of consultation and collaboration has only deepened city officials' distrust of state government.

Constitutional Flaws: The League's Post-Redevelopment Attorney Working Group has already begun discussing the provisions of AB 1484 and its obvious constitutional flaws. The Group will be asked to review and suggest any changes in the attached documents as well. We will send you any updates. Some of the members of the Group have indicated they anticipate the following constitutional claims could figure into future lawsuits concerning the sales tax and property tax clawback provisions.

- Sales Tax Clawback: Article XIII, section 24 says the Legislature may not "reallocate, transfer, borrow, appropriate, restrict the use of, or otherwise use the proceeds of any tax imposed or levied by a local government solely for the local government's purposes." The Bradley-Burns sales and use tax is imposed by a local government solely for local government's purposes. AB 1484 "reallocates" the local sales tax to the taxing entities; "restricts the use of" the local sales tax to payment of a penalty; and "otherwise uses" the sales tax to transfer funds to the taxing entities. There is no exception in Article XIII, section 24 that allows the Legislature to "otherwise use" the sales tax to pay a penalty. The prohibition is clear and complete: the Legislature may not "use" the sales tax for any purpose, including payment of a penalty.

- Property Tax Clawback: Cities, counties, and special districts cumulatively receive a percentage share of the 1% property tax rate. Article XIII, section 25.5(a) (1) (A) prohibits the Legislature from reallocating property tax so as to reduce this cumulative percentage share. Article XIII, section 25.5(a) (3) prohibits the Legislature from reallocating property tax as between cities, counties, and special districts except with a two-thirds vote. AB 1484 was not approved by two-thirds vote, yet it reallocates city (or county) property tax to other taxing entities if a successor agency does not make certain required payments. A portion of the reallocated property tax will go to school districts, thereby reducing the cumulative percentage share received by cities, counties, and special districts. Further, a portion of the reallocated property tax will go to special districts, thereby reallocating property tax as between cities, counties, and special districts with a majority vote. There is no exception in Article XIII, section 25.5 that allows the Legislature to reallocate property tax as a penalty. The prohibition is clear and complete: No reallocation of city, county or special district property taxes to schools is allowed at all, and no reallocation of property tax among cities, counties and special districts is possible without a two-thirds vote.

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Major Provisions of AB 1484[1]

1. **Three payments**: Successor agency must make three payments:

- July 12: Taxing entities' share of December 2011 property tax distribution to redevelopment agency/successor agency
- November 9+/-: Low-Moderate Income Housing Fund
- April 10 +/- : Unencumbered cash

In addition to these three payments, if a successor agency did not make complete 2011-12 pass-through payments, amount of payment not made will be deducted from property tax distribution from auditor-controller.[2]

2. **New audit by October 1:** Successor agency must retain licensed accountant to audit books:[3]

- Audit of LMIHF
- Audit of cash assets
- Audit of cash transfers to public agencies and private parties[4]

3. **New penalties**:

- Failure to make July 12 payment: successor agency subject to civil penalty of 10% of the amount owed plus 1.5% of the amount owed for each month that payment is not made unless DOF finds that payment of penalty will jeopardize payment of enforceable obligations. Until payment is made,

[1]. The League will continue to refine this analysis with the assistance of its RDA Attorney Working Group and other city officials.
[2] Additional information about these payments is found in the Appendix.
[3] Agreed-upon procedures audit completed by auditor-controller can substitute for the licensed accountant audit if it includes all statutory requirements
[4] Successor agency must attempt to recover cash transferred to public agency without an enforceable obligation.

July 2, 2012

successor agency may only pay bond debt. City subject to same civil penalty. City will not receive July 18 sales tax payment (up to amount owed).[5]

- Failure to transfer LMIHF funds: Offset of city sales tax or property tax of the amount required to be transferred[6]

- Failure to transfer cash assets: Offset of city sales tax or property tax of the amount required to be transferred[7]

- Failure to recover cash transferred to local agency without enforceable obligation: Offset of sales tax or property tax of the local agency to which the cash was transferred.[8]

- Failure to submit ROPS by September 1, 2012 and subsequent deadlines: City to pay civil penalty of $10,000 per day for each day beyond deadline

4. **Safe Harbor: Finding of Completion**[9]

The Department of Finance will issue a finding of completion to a successor agency that pays the following amounts:

- ✓ The amount determined in the audit of the LMIHF[10]
- ✓ The amount determined in the audit of all other funds[11]
- ✓ The amount (if any) owing to taxing entities from the December 2011 property tax payment[12]

The following applies to a successor agency that is issued a finding of completion:

- ✓ Loan agreements entered into between the redevelopment agency and the city are deemed to be enforceable obligations if oversight board makes a finding that loan was for legitimate redevelopment purposes. As enforceable obligations, payments are listed on ROPS[13].

  Repayments of loans may not begin prior to 2013-14 fiscal year at maximum amount described in statute. Repayment amounts received by city must first be used to retire outstanding amounts borrowed and owed to LMIHF of the

[5] Section 34183.5(b)(2)
[6] Section 34179.6(h)
[7] Section 34179.6(h)
[8] Section 34179.6(h); see, also 34179.8
[9] Section 34191.1.
[10] Section 34179.6
[11] Section 34179.6
[12] Section 34183.5
[13] DOF continues to retain final authority to approve items listed on ROPS.

former redevelopment agency for purposes of the SERAF payment. 20% of loan repayment amount must be transferred to LMIH Asset Fund.[14]

- ✓ Bond proceeds derived from bonds issued on or before 12/31/10 shall be used for the purposes for which the bonds were sold. Proceeds which cannot be spent consistent with bond covenants shall be used to defease the bonds or to purchase those same outstanding bonds on the open market for cancellation.[15] Use of bond proceeds listed on ROPS.[16]

- ✓ Real property assets: In lieu of the provisions of AB 26 which require disposal of real property assets at the direction of the oversight board, successor agency prepares a long-range property management plan and submits to oversight board and DOF for approval. Permissible uses of property include retention for governmental use; retention for future development; sale of property; use of the property to fulfill enforceable obligations. If plan directs use or liquidation of property for a project identified in an approved redevelopment plan, the property shall transfer to the city. No transfers until plan approved by oversight board and DOF.[17]

- ✓ Statute of Limitations: The longer statutes of limitations (2 years) to challenge actions of the former redevelopment agencies do not apply.[18]

5. New Power of State Controller[19]

AB 1484 directs the Controller to review the activities of successor agencies to determine whether an asset transfer occurred after January 31, 2012, between the successor agency and the city or county that created the redevelopment agency, or any other public agency that was not pursuant to an enforceable obligation on an approved ROPS. The Controller is directed to order the assets returned to the successor agency. "City" is defined very broadly to include any entity which is controlled by the city or for which the city is financially responsible or accountable.[20]

6. Increase in authority for Department of Finance

- DOF may eliminate or modify any item on an oversight board-approved ROPS. The auditor-controller must distribute property tax in accordance with changes made to the ROPS by DOF. If successor agency disputes DOF

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[14] 34191.4(b)(2).

[15] 34191.4(c)

[16] DOF continues to retain final authority to approve items listed on ROPS.

[17] Section 34191.5

[18] Section 33500, 33501

[19] Section 34178.8

[20] Section 34167.10. AB 26 directed the State Controller to review asset transfers from redevelopment agencies to the city or county that created the agency that occurred after January 1, 2011. If the city or county was not contractually committed to a third party for the expenditure or encumbrance of those assets, the Controller was directed to order the return the assets to the redevelopment agency or successor agency.

action, disputed item may be carried on ROPS. If dispute resolved in favor of successor agency in the future, the past allocation of property tax to the successor agency is not changed nor is a "liability" created for any affected taxing entity.[21]

- DOF may review and object to oversight board actions approving (1) establishment of new repayment terms for outstanding loans; and (2) setting aside amounts in reserves as required by bond indentures, and similar documents[22]

7. New restrictions on authority of Successor agency

- No new enforceable obligations except (1) as specifically authorized by the statute; (2) in compliance with enforceable obligations that existed prior to June 28, 2011; or (3) to hire staff, acquire professional services and procure insurance.[23]

- May not transfer revenues or powers to any other public or private party except pursuant to enforceable obligation on an approved ROPS. Any such transfer of authority or revenues are "void" and successor agency required to reverse transfers. Controller may audit and order return of transfers of authority or revenues.[24]

- Actions taken by redevelopment agencies pursuant to VARP (Voluntary Alternative Redevelopment Program in AB 27) are "ultra vires" and do not create enforceable obligations.[25]

- If successor agency exercised power to reenter into agreements with city (section 34178) and agreement was approved by oversight board but rejected by DOF, successor agency and oversight board may not act to restore funding for the reentered agreement.[26]

- No reestablishment of loan agreements between successor agency and city except pursuant to safe harbor provisions.[27]

8. Miscellaneous

- <u>City loans to successor agency</u>: City may loan or grant funds for administrative costs, enforceable obligations or project-related expenses. Receipt and use of these funds shall be reflected on the ROPS or in the

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[21] Section 34179(h)
[22] Section 34181(f)
[23] Section 34177.3(a); 34177.3(b)
[24] Section 34177.3(c)
[25] Section 34177.3(d)
[26] Section 34178(a)
[27] Section 34180(a)

administrative budget subject to oversight board approval. An enforceable obligation is created for repayment of loans.[28]

- New Oversight Board Provisions[29]

✓ Auditor-controller may determine "largest special district"
✓ Section 1090 does not apply to employee representative on oversight board
✓ Oversight board members are protected by immunities applicable to public entities and public employees
✓ Meetings at which oversight board will consider disposal of successor agency assets or allow set-aside of reserves required by bond indentures requires 10 days' public notice.[30]
✓ Written notice and information about all oversight board actions must be provided to DOF by electronic means. DOF has 40 (instead of 10) days to review and approve, reject, or modify oversight board action.
✓ Oversight board may direct successor agency to provide additional legal or financial advice.
✓ Authorized to contract with the county or other public or private agencies for administrative support
✓ On matters within its purview, decisions made by oversight board "supersede those made by the successor agency or the staff of the successor agency."[31]

- New authority for auditor-controller[32]: A county auditor-controller can object to an item on the ROPS or to the funding source listed for an item on the ROPS. Objections are sent to DOF to resolve.

- Polanco Act protection for successor agency: Cleanup plans and liability limits of redevelopment agency transferred to successor agency and to housing entity, upon entity's request.[33]

- Limited authority for successor agency to refinance existing debt.[34]

- Successor agency is separate public entity.[35]

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[28] Section 34175(h)
[29] Section 34180
[30] Section 34181(f)
[31] Section 34179
[32] Section 34182.5
[33] Section 34173(f)
[34] Section 34177.5
[35] Section 34173(g)

Appendix – Successor Agency Required Payments/Fund Transfers

✓ Transfer of Unencumbered Balances[36]

AB 26 requires that a successor agency transfer unencumbered cash balances and low and moderate income housing funds to the county auditor-controller for distribution to the taxing entities. AB 1484 requires a successor agency to retain the services of a licensed accountant to audit (1) the balance in the LMIHF; (2) the balance in other cash funds; (3) cash payments that were made in compliance with an enforceable obligation; and (4) cash transfers that were made without an enforceable obligation. In addition to transferring the balances in the LMIHF and other cash funds, a successor agency must make efforts to recover the cash transferred without an enforceable obligation.

✓ Payment of December 2011 Taxing Entity Property Tax[37]

AB 26 distributes property tax through a "waterfall" of payments which includes passthrough payments, payments to successor agencies for enforceable obligations, payments to successor agencies for administrative costs, and payments to taxing entities. The waterfall for the December 2011 property tax payment did not operate as intended because of the stay imposed by the Court in *Matosantos*. The property tax payment to taxing entities was not made. AB 1484 requires successor agencies to make those payments by July 12.

✓ Payment of 2011-12 Passthrough Payments

Some successor agencies made 2011-12 passthrough payments and some did not. AB 1484 requires the auditor-controller to reduce property tax payments to those successor agencies that did not make pass through payments in 2011-12.

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[36] Section 34179.5; 34179.6
[37] Section 34183.5

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AB 1484: Important Dates

July 9: County auditor-controller notifies successor agency of amount of funds owing taxing entities based upon December 2011 property tax payment[1]

July 12: Successor agency must make payment to auditor-controller for deposit into Redevelopment Property Tax Trust Fund and distribution to taxing entities.[2]

July 16: Auditor-controller distributes money received from successor agencies to taxing entities. Monies received after July 12 date distributed within 5 days of receipt.[3]

July 18: **City sales tax payment suspended if successor agency doesn't make July 12 payment.**[4]

August 1: Successor housing entity must submit to DOF a list of housing assets that contains explanation of how assets meet criteria set forth in the law. DOF will prescribe format for list. DOF may object to any of the assets within 30 days. If after meet and confer, DOF continues to object, asset must be returned to the successor agency.[5]

August 10: Successor housing entity notifies successor agency of any designations of use or commitments of funds that successor housing entity authorizes successor agency to retain.[6]

August 15 +/-: Oversight board meets to consider ROPS for January 1, 2013 through June 30, 2013 which must be submitted to DOF by September 1.

September 1: ROPS for January 1, 2013 through June 30, 2013 must be submitted electronically to DOF after oversight board approval.[7] DOF makes determinations within 45 days. Within 5 days of determination, successor agency may request additional review and meet and confer.

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[1] Section 34183.5(b)(2)(A). Note: The statute, that may be drafted in error, states that if June 1 property tax payment has not been made to successor agencies, the amount owing to taxing entities will be deducted from that same June 1 payment (34183.5(b)(1)).
[2] Section 34183.5(b)(2)(A).
[3] Section 34183.5(b)(2)(A).
[4] Section 34183.5(b)(2)(A)
[5] Section 34176(a)(2). Definition of "housing asset" found at section 34176(e).
[6] Section 34179.6(c)
[7] Section 34177(m). Future ROPS must be submitted to DOF 90 days prior to property tax distribution. **City subject to civil penalty of $10,000 per day for successor agency's failure to timely submit ROPS (Section 34177(m)(2)).**

July 2, 2012

October 1: Auditor-controller may provide notice to successor agency of any objections to items on January – June 2013 ROPS.[8]

October 1: Successor agency submits to oversight board, county auditor-controller, State Controller, and DOF results of the review of the LMIHF conducted by the licensed accountant agency must retain.[9] Note: licensed accountant must be approved by the county auditor-controller.

October 1: County auditor-controller completes agreed-upon procedures audit of each redevelopment agency.[10] Auditor-controller provides estimate of property tax payments to successor agency for upcoming six-month period.[11]

October 15: Oversight Board must review, approve, and transmit LMIHF audit to DOF, auditor-controller. Note that oversight board must hold a public session to consider audit at least five business days prior to the meeting of oversight board in which LMIHF audit is considered for approval.[12]

November 9: Last day for DOF to complete review of LMIHF audit and reports findings, determinations, and decision to overturn oversight board decision to allow retention of successor agency assets.[13]

W/in 5 days of receipt of DOF audit findings: Successor agency may request meet and confer to resolve disputes with DOF findings on LMIHF audit.[14] DOF must confirm or modify its determination and decisions within 30 days.

W/in 5 days of receipt of DOF final audit determination: Successor agency to transfer LMIHF funds to auditor-controller.[15] **City sales tax/property tax may be offset for unfunded amounts.**

December 1: Successor agency may report to auditor-controller that total amount of available revenues will be insufficient to fund enforceable obligations.[16]

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[8] Section 34182.5.

[9] Section 34179.6(a). The requirement to retain a licensed accountant is found in section 34179.5. The audit provided by the county auditor-controller can be substituted for an audit by a licensed accountant if it contains the information required by Section 34179.5.

[10] Section 34182(a)(1).

[11] Section 34182(c)(3)

[12] Section 34179.6(c) and (b)

[13] Section 34179.6(d)

[14] Section 34179.6(e)

[15] Section 34179.6(f)

[16] Section 34183(b)

December 15: Successor agency submits to oversight board, county auditor-controller, State Controller, and DOF results of the review of all other fund and account balances by licensed accountant.[17]

2013

January 2: Auditor-controller makes distributions of property tax for January – June 2013 ROPS.[18]

January 15: Oversight board must review, approve, and transmit other funds audit to DOF, auditor-controller.[19]

March 3: Successor agency submits ROPS for July 1, 2013 through December 31, 2013 to DOF after oversight board approval.[20]

April 1: County auditor-controller provides estimate of property tax payments to successor agency for upcoming six-month period.[21]

April 1: DOF completes review of other funds audit and reports findings, determinations, and decision to overturn oversight board decision to allow retention of successor agency assets.[22]

April 6 +/-: No later than 5 days after receiving DOF determination on other funds audit, successor agency may request meet and confer to resolve disputes with DOF findings. DOF must confirm or modify its determination and decisions within 30 days.

April 10: +/- Successor agency to transfer other "cash and assets" audit payment to auditor-controller if meet and confer process complete.[23] **City sales tax/property tax may be offset for unfunded amounts.**

May 1: Successor agency reports to auditor-controller if total amount of available revenues will be insufficient to fund enforceable obligations.[24]

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[17] Section 34179.6(a).

[18] Section 34183(b).

[19] Section 34179.6(a).

[20] Section 34177(m).

[21] Section 34182(c)(3)

[22] Section 34179.6(a)

[23] Section 34179.6(f). The statute does not allow sufficient time between completion of DOF review on April 1 and required payment on April 10.

[24] Section 34183(b).

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MV00175380

AMENDED IN SENATE JUNE 25, 2012

CALIFORNIA LEGISLATURE—2011–12 REGULAR SESSION

ASSEMBLY BILL No. 1484

Introduced by Committee on Budget (Blumenfield (Chair), Alejo, Bonilla, Brownley, Buchanan, Butler, Cedillo, Chesbro, Dickinson, Feuer, Gordon, Huffman, Mitchell, Monning, and Swanson)

January 10, 2012

~~An act relating to the Budget Act of 2012.~~ *An act to amend Section 53760.1 of the Government Code, and to amend Sections 33500, 33501, 34163, 34171, 34173, 34175, 34176, 34177, 34178, 34179, 34180, 34181, 34182, 34183, 34185, 34186, 34187, 34188, and 34189 of, to add Sections 34167.10, 34177.3, 34177.5, 34178.8, 34179.5, 34179.6, 34179.7, 34179.8, 34182.5, 34183.5, 34189.1, 34189.2, and 34189.3 to, to add Chapter 9 (commencing with Section 34191.1) to Part 1.85 of Division 24 of, and to add and repeal Section 34176.5 of, the Health and Safety Code, relating to community redevelopment, and making an appropriation therefor, to take effect immediately, bill related to the budget.*

LEGISLATIVE COUNSEL'S DIGEST

AB 1484, as amended, Committee on Budget. ~~Budget Act of 2012.~~ *Community redevelopment.*

The Community Redevelopment Law authorizes the establishment of redevelopment agencies in communities to address the effects of blight, and, among other things, provides that an action may be brought to review the validity of specified agency actions, findings, or determinations that occurred after January 1, 2011, within 2 years of the triggering event.

This bill would toll the time limit for bringing an action until the Department of Finance issues a finding of completion to the successor agency.

Existing law dissolved redevelopment agencies and community development agencies, as of February 1, 2012, and provides for the designation of successor agencies, as defined. Existing law requires successor agencies to wind down the affairs of the dissolved redevelopment agencies and to, among other things, make payments due for enforceable obligations, as defined, perform obligations required pursuant to any enforceable obligation, dispose of all assets of the former redevelopment agency, and to remit unencumbered balances of redevelopment agency funds, including housing funds, to the county auditor-controller for distribution to taxing entities.

Existing law authorizes the city, county, or city and county that authorized the creation of a redevelopment agency to retain the housing assets, functions, and powers previously performed by the redevelopment agency, excluding amounts on deposit in the Low and Moderate Income Housing Fund.

The bill would modify provisions relating to the transfer of housing responsibilities associated with dissolved redevelopment agencies and would define the term "housing asset" for these purposes. The bill would impose new requirements on successor agencies with regard to the submittal of the Recognized Obligation Payment Schedule, the conducting of a due diligence review to determine the unobligated balances available for transfer to affected taxing entities, and the recovery and subsequent remittance of funds determined to have been transferred absent an enforceable obligation. The bill would authorize the Department of Finance to issue a finding of completion to a successor agency that completes the due diligence review and meets other requirements. Upon receiving a finding of completion, the bill would authorize the successor agency to participate in a loan repayment program and limited property management activities.

Existing law authorizes the Department of Finance and the Controller to require any documents associated with enforceable obligations to be provided to them in a manner of their choosing.

The bill would authorize the county auditor-controller and the department, under specified circumstances, to require the return of funds improperly spent or transferred to a public entity and would authorize the department and the Controller to require the State Board of Equalization and the county auditor-controller to offset sales and

MV00175382

use tax and property tax allocations, respectively, to the local agency. The bill would authorize the Controller to review the activities of a successor agency to determine if an improper asset transfer had occurred between the successor agency and the city or county that created the former redevelopment agency, and would require the Controller to order the return of these assets if such an asset transfer did occur.

The bill would impose new requirements on the county auditor-controller relating to the allocation of property tax revenues to affected taxing entities during a specified timeframe. By imposing additional duties upon local public officials, the bill would create a state-mandated local program.

The bill would appropriate up to $22,000,000 to the Department of Finance from the General Fund for costs associated with the bill, as specified.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

This bill would declare that it is to take effect immediately as a bill providing for appropriations related to the Budget Bill.

~~This bill would express the intent of the Legislature to enact statutory changes relating to the Budget Act of 2012.~~

Vote: majority. Appropriation: ~~no~~ *yes*. Fiscal committee: ~~no~~ *yes*. State-mandated local program: ~~no~~ *yes*.

The people of the State of California do enact as follows:

1 *SECTION 1. Section 53760.1 of the Government Code is*
2 *amended to read:*
3 53760.1. As used in this article the following terms have the
4 following meanings:
5 (a) "Chapter 9" means Chapter 9 (commencing with Section
6 901) of Title 11 of the United States Code.
7 (b) "Creditor" means either of the following:
8 (1) An entity that has a noncontingent claim against a
9 municipality that arose at the time of or before the commencement
10 of the neutral evaluation process and whose claim represents at

least five million dollars ($5,000,000) or comprises more than 5 percent of the local public entity's debt or obligations, whichever is less.

(2) An entity that would have a noncontingent claim against the municipality upon the rejection of an executory contract or unexpired lease in a Chapter 9 case and whose claim would represent at least five million dollars ($5,000,000) or comprises more than 5 percent of the local public entity's debt or obligations, whichever is less.

(c) "Debtor" means a local public entity that may file for bankruptcy under Chapter 9.

(d) "Good faith" means participation by a party in the neutral evaluation process with the intent to negotiate toward a resolution of the issues that are the subject of the neutral evaluation process, including the timely provision of complete and accurate information to provide the relevant parties through the neutral evaluation process with sufficient information, in a confidential manner, to negotiate the readjustment of the municipality's debt.

(e) "Interested party" means a trustee, a committee of creditors, an affected creditor, an indenture trustee, a pension fund, a bondholder, a union that, under its collective bargaining agreements, has standing to initiate contract or debt restructuring negotiations with the municipality, or a representative selected by an association of retired employees of the public entity who receive income from the public entity convening the neutral evaluation. A local public entity may invite holders of contingent claims to participate as interested parties in the neutral evaluation if the local public entity determines that the contingency is likely to occur and the claim may represent five million dollars ($5,000,000) or comprise more than 5 percent of the local public entity's debt or obligations, whichever is less.

(f) "Local public entity" means any county, city, district, public authority, public agency, or other entity, without limitation, that is a municipality as defined in Section 101(40) of Title 11 of the United States Code (bankruptcy), or that qualifies as a debtor under any other federal bankruptcy law applicable to local public entities, *and also includes a successor agency to a redevelopment agency created pursuant to Part 1.85 (commencing with Section 34170) of Division 24 of the Health and Safety Code*. For purposes of this article, "local public entity" does not include a school district.

MV00175384

(g) "Local public entity representative" means the person or persons designated by the local public agency with authority to make recommendations and to attend the neutral evaluation on behalf of the governing body of the municipality.

(h) "Neutral evaluation" is a form of alternative dispute resolution that may be known as mandatory mediation. A "neutral evaluator" may also be known as a mediator.

SEC. 2. Section 33500 of the Health and Safety Code is amended to read:

33500. (a) Notwithstanding any other provision of law, including Section 33501, an action may be brought to review the validity of the adoption or amendment of a redevelopment plan at any time within 90 days after the date of the adoption of the ordinance adopting or amending the plan, if the adoption of the ordinance occurred prior to January 1, 2011.

(b) Notwithstanding any other provision of law, including Section 33501, an action may be brought to review the validity of any findings or determinations by the agency or the legislative body at any time within 90 days after the date on which the agency or the legislative body made those findings or determinations, if the findings or determinations occurred prior to January 1, 2011.

(c) Notwithstanding any other law, including Section 33501, an action may be brought to review the validity of the adoption or amendment of a redevelopment plan at any time within two years after the date of the adoption of the ordinance adopting or amending the plan, if the adoption of the ordinance occurred after January 1, 2011.

(d) Notwithstanding any other law, including Section 33501, an action may be brought to review the validity of any findings or determinations by the agency or the legislative body at any time within two years after the date on which the agency or the legislative body made those findings or determinations, if the findings or determinations occurred after January 1, 2011.

(e) The time limit for bringing an action under subdivision (c) or (d) shall be tolled with respect to the adoptions, findings, and determinations of any former redevelopment agency or its legislative body until the Department of Finance has issued a finding of completion to the successor agency of that former redevelopment agency pursuant to Section 34179.7. Subdivisions (c) and (d) shall not apply to any adoption, finding, or

determination of any former redevelopment agency or its legislative body after the department has issued a finding of completion to the successor agency of that former redevelopment agency pursuant to Section 34179.7.

SEC. 3. Section 33501 of the Health and Safety Code is amended to read:

33501. (a) An action may be brought pursuant to Chapter 9 (commencing with Section 860) of Title 10 of Part 2 of the Code of Civil Procedure to determine the validity of bonds and the redevelopment plan to be financed or refinanced, in whole or in part, by the bonds, or to determine the validity of a redevelopment plan not financed by bonds, including without limiting the generality of the foregoing, the legality and validity of all proceedings theretofore taken for or in any way connected with the establishment of the agency, its authority to transact business and exercise its powers, the designation of the survey area, the selection of the project area, the formulation of the preliminary plan, the validity of the finding and determination that the project area is predominantly urbanized, and the validity of the adoption of the redevelopment plan, and also including the legality and validity of all proceedings theretofore taken and (as provided in the bond resolution) proposed to be taken for the authorization, issuance, sale, and delivery of the bonds, and for the payment of the principal thereof and interest thereon.

(b) Notwithstanding subdivision (a), an action to determine the validity of a redevelopment plan, or amendment to a redevelopment plan that was adopted prior to January 1, 2011, may be brought within 90 days after the date of the adoption of the ordinance adopting or amending the plan.

(c) Any action that is commenced on or after January 1, 2011, which is brought pursuant to Chapter 9 (commencing with Section 860) of Title 10 of Part 2 of the Code of Civil Procedure to determine the validity or legality of any issue, document, or action described in subdivision (a), may be brought within two years after any triggering event that occurred after January 1, 2011. *The time limit for bringing an action under this subdivision shall be tolled with respect to the validity or legality of any issue, document, or action described in subdivision (a) of any former redevelopment agency or its legislative body until the Department of Finance has issued a finding of completion to the successor agency of that*

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former redevelopment agency pursuant to Section 34179.7. This subdivision shall not apply to any adoption, finding, or determination of any former redevelopment agency or its legislative body after the department has issued a finding of completion to the successor agency of that former redevelopment agency pursuant to Section 34179.7.

(d) For the purposes of protecting the interests of the state, the Attorney General and the Department of Finance are interested persons pursuant to Section 863 of the Code of Civil Procedure in any action brought with respect to the validity of an ordinance adopting or amending a redevelopment plan pursuant to this section.

(e) For purposes of contesting the inclusion in a project area of lands that are enforceably restricted, as that term is defined in Sections 422 and 422.5 of the Revenue and Taxation Code, or lands that are in agricultural use, as defined in subdivision (b) of Section 51201 of the Government Code, the Department of Conservation, the county agricultural commissioner, the county farm bureau, the California Farm Bureau Federation, and agricultural entities and general farm organizations that provide a written request for notice, are interested persons pursuant to Section 863 of the Code of Civil Procedure, in any action brought with respect to the validity of an ordinance adopting or amending a redevelopment plan pursuant to this section.

SEC. 4. Section 34163 of the Health and Safety Code is amended to read:

34163. Notwithstanding Part 1 (commencing with Section 33000), Part 1.5 (commencing with Section 34000), Part 1.6 (commencing with Section 34050), and Part 1.7 (commencing with Section 34100), or any other law, commencing on the effective date of this part, an agency shall not have the authority to, and shall not, do any of the following:

(a) Make loans or advances or grant or enter into agreements to provide funds or provide financial assistance of any sort to any entity or person for any purpose, including, but not limited to, all of the following:

(1) Loans of moneys or any other thing of value or commitments to provide financing to nonprofit organizations to provide those organizations with financing for the acquisition, construction, rehabilitation, refinancing, or development of multifamily rental

housing or the acquisition of commercial property for lease, each pursuant to Chapter 7.5 (commencing with Section 33741) of Part 1.

(2) Loans of moneys or any other thing of value for residential construction, improvement, or rehabilitation pursuant to Chapter 8 (commencing with Section 33750) of Part 1. These include, but are not limited to, construction loans to purchasers of residential housing, mortgage loans to purchasers of residential housing, and loans to mortgage lenders, or any other entity, to aid in financing pursuant to Chapter 8 (commencing with Section 33750).

(3) The purchase, by an agency, of mortgage or construction loans from mortgage lenders or from any other entities.

(b) Enter into contracts with, incur obligations, or make commitments to, any entity, whether governmental, tribal, or private, or any individual or groups of individuals for any purpose, including, but not limited to, loan agreements, passthrough agreements, regulatory agreements, services contracts, leases, disposition and development agreements, joint exercise of powers agreements, contracts for the purchase of capital equipment, agreements for redevelopment activities, including, but not limited to, agreements for planning, design, redesign, development, demolition, alteration, construction, reconstruction, rehabilitation, site remediation, site development or improvement, removal of graffiti, land clearance, and seismic retrofits.

(c) Amend or modify existing agreements, obligations, or commitments with any entity, for any purpose, including, but not limited to, any of the following:

(1) Renewing or extending term of leases or other agreements, except that the agency may extend lease space for its own use to a date not to exceed six months after the effective date of the act adding this part and for a rate no more than 5 percent above the rate the agency currently pays on a monthly basis.

(2) Modifying terms and conditions of existing agreements, obligations, or commitments.

(3) Forgiving all or any part of the balance owed to the agency on existing loans or extend the term or change the terms and conditions of existing loans.

(4) ~~Increasing its~~ *Making any future* deposits to the Low and Moderate Income Housing Fund created pursuant to Section

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33334.3 ~~beyond the minimum level that applied to it as of January 1, 2011~~.

(5) Transferring funds out of the Low and Moderate Income Housing Fund, except to meet the minimum housing-related obligations that existed as of January 1, 2011, to make required payments under Sections 33690 and 33690.5, and to borrow funds pursuant to Section 34168.5.

(d) Dispose of assets by sale, long-term lease, gift, grant, exchange, transfer, assignment, or otherwise, for any purpose, including, but not limited to, any of the following:

(1) Assets, including, but not limited to, real property, deeds of trust, and mortgages held by the agency, moneys, accounts receivable, contract rights, proceeds of insurance claims, grant proceeds, settlement payments, rights to receive rents, and any other rights to payment of whatever kind.

(2) Real property, including, but not limited to, land, land under water and waterfront property, buildings, structures, fixtures, and improvements on the land, any property appurtenant to, or used in connection with, the land, every estate, interest, privilege, easement, franchise, and right in land, including rights-of-way, terms for years, and liens, charges, or encumbrances by way of judgment, mortgage, or otherwise, and the indebtedness secured by the liens.

(e) Acquire real property by any means for any purpose, including, but not limited to, the purchase, lease, or exercising of an option to purchase or lease, exchange, subdivide, transfer, assume, obtain option upon, acquire by gift, grant, bequest, devise, or otherwise acquire any real property, any interest in real property, and any improvements on it, including the repurchase of developed property previously owned by the agency and the acquisition of real property by eminent domain; provided, however, that nothing in this subdivision is intended to prohibit the acceptance or transfer of title for real property acquired prior to the effective date of this part.

(f) Transfer, assign, vest, or delegate any of its assets, funds, rights, powers, ownership interests, or obligations for any purpose to any entity, including, but not limited to, the community, the legislative body, another member of a joint powers authority, a trustee, a receiver, a partner entity, another agency, a nonprofit corporation, a contractual counterparty, a public body, a

limited-equity housing cooperative, the state, a political subdivision of the state, the federal government, any private entity, or an individual or group of individuals.

(g) Accept financial or other assistance from the state or federal government or any public or private source if the acceptance necessitates or is conditioned upon the agency incurring indebtedness as that term is described in this part.

SEC. 5. Section 34167.10 is added to the Health and Safety Code, to read:

34167.10. (a) Notwithstanding any other law, for purposes of this part and Part 1.85 (commencing with Section 34170), the definition of a city, county, or city and county includes, but is not limited to, the following entities:

(1) Any reporting entity of the city, county, or city and county for purposes of its comprehensive annual financial report or similar report.

(2) Any component unit of the city, county, or city and county.

(3) Any entity which is controlled by the city, county, or city and county, or for which the city, county, or city and county is financially responsible or accountable.

(b) The following factors shall be considered in determining that an entity is controlled by the city, county, or city and county, and are therefore included in the definition of a city, county, or city and county for purposes of this part and Part 1.85 (commencing with Section 34170):

(1) The city, county, or city and county exercises substantial municipal control over the entity's operations, revenues, or expenditures.

(2) The city, county, or city and county has ownership or control over the entity's property or facilities.

(3) The city, county, or city and county and the entity share common or overlapping governing boards, or coterminous boundaries.

(4) The city, county, or city and county was involved in the creation or formation of the entity.

(5) The entity performs functions customarily or historically performed by municipalities and financed thorough levies of property taxes.

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(6) The city, county, or city and county provides administrative and related business support for the entity, or assumes the expenses incurred in the normal daily operations of the entity.

(c) For purposes of this section, it shall not be relevant that the entity is formed as a separate legal entity, nonprofit corporation, or otherwise, or is not subject to the constitution debt limitation otherwise applicable to a city, county, or city and county. The provisions in this section are declarative of existing law as the entities described herein are and were intended to be included within the requirements of this part and Part 1.85 (commencing with Section 34170) and any attempt to determine otherwise would thwart the intent of these two parts.

SEC. 6. Section 34171 of the Health and Safety Code is amended to read:

34171. The following terms shall have the following meanings:

(a) "Administrative budget" means the budget for administrative costs of the successor agencies as provided in Section 34177.

(b) "Administrative cost allowance" means an amount that, subject to the approval of the oversight board, is payable from property tax revenues of up to 5 percent of the property tax allocated to the successor agency ~~for the 2011–12 fiscal year~~ *on the Recognized Obligation Payment Schedule covering the period January 1, 2012, through June 30, 2012,* and up to 3 percent of the property tax allocated to the Redevelopment Obligation Retirement Fund money that is allocated to the successor agency for each fiscal year thereafter; provided, however, that the amount shall not be less than two hundred fifty thousand dollars ($250,000), *unless the oversight board reduces this amount,* for any fiscal year or such lesser amount as agreed to by the successor agency. However, the allowance amount shall exclude, *and shall not apply to,* any administrative costs that can be paid from bond proceeds or from sources other than property tax. *Administrative cost allowances shall exclude any litigation expenses related to assets or obligations, settlements and judgments, and the costs of maintaining assets prior to disposition. Employee costs associated with work on specific project implementation activities, including, but not limited to, construction inspection, project management, or actual construction, shall be considered project-specific costs and shall not constitute administrative costs.*

(c) "Designated local authority" shall mean a public entity formed pursuant to subdivision (d) of Section 34173.

(d) (1) "Enforceable obligation" means any of the following:

(A) Bonds, as defined by Section 33602 and bonds issued pursuant to ~~Section 53583~~ *Chapter 10.5 (commencing with Section 5850) of Division 6 of Title 1* of the Government Code, including the required debt service, reserve set-asides, and any other payments required under the indenture or similar documents governing the issuance of the outstanding bonds of the former redevelopment agency. *A reserve may be held when required by the bond indenture or when the next property tax allocation will be insufficient to pay all obligations due under the provisions of the bond for the next payment due in the following half of the calendar year.*

(B) Loans of moneys borrowed by the redevelopment agency for a lawful purpose, to the extent they are legally required to be repaid pursuant to a required repayment schedule or other mandatory loan terms.

(C) Payments required by the federal government, preexisting obligations to the state or obligations imposed by state law, other than passthrough payments that are made by the county auditor-controller pursuant to Section 34183, or legally enforceable payments required in connection with the agencies' employees, including, but not limited to, pension payments, pension obligation debt service, unemployment payments, or other obligations conferred through a collective bargaining agreement. *Costs incurred to fulfill collective bargaining agreements for layoffs or terminations of city employees who performed work directly on behalf of the former redevelopment agency shall be considered enforceable obligations payable from property tax funds. The obligations to employees specified in this subparagraph shall remain enforceable obligations payable from property tax funds for any employee to whom those obligations apply if that employee is transferred to the entity assuming the housing functions of the former redevelopment agency pursuant to Section 34176. The successor agency or designated local authority shall enter into an agreement with the housing entity to reimburse it for any costs of the employee obligations.*

(D) Judgments or settlements entered by a competent court of law or binding arbitration decisions against the former

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redevelopment agency, other than passthrough payments that are made by the county auditor-controller pursuant to Section 34183. Along with the successor agency, the oversight board shall have the authority and standing to appeal any judgment or to set aside any settlement or arbitration decision.

(E) Any legally binding and enforceable agreement or contract that is not otherwise void as violating the debt limit or public policy. However, nothing in this act shall prohibit either the successor agency, with the approval or at the direction of the oversight board, or the oversight board itself from terminating any existing agreements or contracts and providing any necessary and required compensation or remediation for such termination. *Titles of or headings used on or in a document shall not be relevant in determining the existence of an enforceable obligation.*

(F) Contracts or agreements necessary for the administration or operation of the successor agency, in accordance with this part, including, but not limited to, *agreements concerning litigation expenses related to assets or obligations, settlements and judgements, and the costs of maintaining assets prior to disposition, and* agreements to purchase or rent office space, equipment and supplies, and pay-related expenses pursuant to Section 33127 and for carrying insurance pursuant to Section 33134.

(G) Amounts borrowed from, or payments owing to, the Low and Moderate Income Housing Fund of a redevelopment agency, which had been deferred as of the effective date of the act adding this part; provided, however, that the repayment schedule is approved by the oversight board. *Repayments shall be transferred to the Low and Moderate Income Housing Asset Fund established pursuant to subdivision (d) of Section 34176 as a housing asset and shall be used in a manner consistent with the affordable housing requirements of the Community Redevelopment Law (Part 1 (commencing with Section 33000)).*

(2) For purposes of this part, "enforceable obligation" does not include any agreements, contracts, or arrangements between the city, county, or city and county that created the redevelopment agency and the former redevelopment agency. However, written agreements entered into (A) at the time of issuance, but in no event later than December 31, 2010, of indebtedness obligations, and (B) solely for the purpose of securing or repaying those indebtedness obligations may be deemed enforceable obligations

for purposes of this part. Notwithstanding this paragraph, loan agreements entered into between the redevelopment agency and the city, county, or city and county that created it, within two years of the date of creation of the redevelopment agency, may be deemed to be enforceable obligations.

(3) Contracts or agreements between the former redevelopment agency and other public agencies, to perform services or provide funding for governmental or private services or capital projects outside of redevelopment project areas that do not provide benefit to the redevelopment project and thus were not properly authorized under Part 1 (commencing with Section 33000) shall be deemed void on the effective date of this part; provided, however, that such contracts or agreements for the provision of housing properly authorized under Part 1 (commencing with Section 33000) shall not be deemed void.

(e) "Indebtedness obligations" means bonds, notes, certificates of participation, or other evidence of indebtedness, issued or delivered by the redevelopment agency, or by a joint exercise of powers authority created by the redevelopment agency, to third-party investors or bondholders to finance or refinance redevelopment projects undertaken by the redevelopment agency in compliance with the Community Redevelopment Law (Part 1 (commencing with Section 33000)).

(f) "Oversight board" shall mean each entity established pursuant to Section 34179.

(g) "Recognized obligation" means an obligation listed in the Recognized Obligation Payment Schedule.

(h) "Recognized Obligation Payment Schedule" means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each six-month fiscal period as provided in subdivision (m) of Section 34177.

(i) "School entity" means any entity defined as such in subdivision (f) of Section 95 of the Revenue and Taxation Code.

(j) "Successor agency" means the ~~county, city, or city and county that authorized the creation of each redevelopment agency or another entity~~ *successor entity to the former redevelopment agency* as ~~provided~~ *described* in Section 34173.

(k) "Taxing entities" means cities, counties, a city and county, special districts, and school entities, as defined in subdivision (f)

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of Section 95 of the Revenue and Taxation Code, that receive passthrough payments and distributions of property taxes pursuant to the provisions of this part.

(l) "Property taxes" include all property tax revenues, including those from unitary and supplemental and roll corrections applicable to tax increment.

(m) "Department" means the Department of Finance unless the context clearly refers to another state agency.

(n) "Sponsoring entity" means the city, county, or city and county, or other entity that authorized the creation of each redevelopment agency.

(o) "Final judicial determination" means a final judicial determination made by any state court that is not appealed, or by a court of appellate jurisdiction that is not further appealed, in an action by any party.

SEC. 7. Section 34173 of the Health and Safety Code is amended to read:

34173. (a) Successor agencies, as defined in this part, are hereby designated as successor entities to the former redevelopment agencies.

(b) Except for those provisions of the Community Redevelopment Law that are repealed, restricted, or revised pursuant to the act adding this part, all authority, rights, powers, duties, and obligations previously vested with the former redevelopment agencies, under the Community Redevelopment Law, are hereby vested in the successor agencies.

(c) (1) ~~Where~~ *If* the redevelopment agency was in the form of a joint powers authority, and ~~where~~ *if* the joint powers agreement governing the formation of the joint powers authority addresses the allocation of assets and liabilities upon dissolution of the joint powers authority, then each of the entities that created the former redevelopment agency may be a successor agency within the meaning of this part and each shall have a share of assets and liabilities based on the provisions of the joint powers agreement.

(2) ~~Where~~ *If* the redevelopment agency was in the form of a joint powers authority, and ~~where~~ *if* the joint powers agreement governing the formation of the joint powers authority does not address the allocation of assets and liabilities upon dissolution of the joint powers authority, then each of the entities that created the former redevelopment agency may be a successor agency

within the meaning of this part, a proportionate share of the assets and liabilities shall be based on the assessed value in the project areas within each entity's jurisdiction, as determined by the county assessor, in its jurisdiction as compared to the assessed value of land within the boundaries of the project areas of the former redevelopment agency.

(d) (1) A city, county, city and county, or the entities forming the joint powers authority that authorized the creation of each redevelopment agency may elect not to serve as a successor agency under this part. A city, county, city and county, or any member of a joint powers authority that elects not to serve as a successor agency under this part must file a copy of a duly authorized resolution of its governing board to that effect with the county auditor-controller no later than January 13, 2012.

(2) The determination of the first local agency that elects to become the successor agency shall be made by the county auditor-controller based on the earliest receipt by the county auditor-controller of a copy of a duly adopted resolution of the local agency's governing board authorizing such an election. As used in this section, "local agency" means any city, county, city and county, or special district in the county of the former redevelopment agency.

(3) *(A)* If no local agency elects to serve as a successor agency for a dissolved redevelopment agency, a public body, referred to herein as a "designated local authority" shall be immediately formed, pursuant to this part, in the county and shall be vested with all the powers and duties of a successor agency as described in this part. The Governor shall appoint three residents of the county to serve as the governing board of the authority. The designated local authority shall serve as successor agency until a local agency elects to become the successor agency in accordance with this section.

(B) Designated local authority members are protected by the immunities applicable to public entities and public employees governed by Part 1 (commencing with Section 810) and Part 2 (commencing with Section 814) of Division 3.6 of Title 1 of the Government Code.

(4) A city, county, or city and county, or the entities forming the joint powers authority that authorized the creation of a redevelopment agency and that elected not to serve as the successor

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agency under this part, may subsequently reverse this decision and agree to serve as the successor agency pursuant to this section. Any reversal of this decision shall not become effective for 60 days after notice has been given to the current successor agency and the oversight board and shall not invalidate any action of the successor agency or oversight board taken prior to the effective date of the transfer of responsibility.

(e) The liability of any successor agency, acting pursuant to the powers granted under the act adding this part, shall be limited to the extent of the total sum of property tax revenues it receives pursuant to this part and the value of assets transferred to it as a successor agency for a dissolved redevelopment agency.

(f) Any existing cleanup plans and liability limits authorized under the Polanco Redevelopment Act (Article 12.5 (commencing with Section 33459) of Chapter 4 of Part 1) shall be transferred to the successor agency and may be transferred to the successor housing entity at that entity's request.

(g) A successor agency is a separate public entity from the public agency that provides for its governance and the two entities shall not merge. The liabilities of the former redevelopment agency shall not be transferred to the sponsoring entity and the assets shall not become assets of the sponsoring entity. A successor agency has its own name, can be sued, and can sue. All litigation involving a redevelopment agency shall automatically be transferred to the successor agency. The separate former redevelopment agency employees shall not automatically become sponsoring entity employees of the sponsoring entity and the successor agency shall retain its own collective bargaining status. As successor entities, successor agencies succeed to the organizational status of the former redevelopment agency, but without any legal authority to participate in redevelopment activities, except to complete any work related to an approved enforceable obligation. Each successor agency shall be deemed to be a local entity for purposes of the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code).

(h) The city, county, or city and county that authorized the creation of a redevelopment agency may loan or grant funds to a successor agency for administrative costs, enforceable obligations, or project-related expenses at the city's discretion, but the receipt

and use of these funds shall be reflected on the Recognized Obligation Payment Schedule or the administrative budget and therefore are subject to the oversight and approval of the oversight board. An enforceable obligation shall be deemed to be created for the repayment of those loans.

(i) At the request of the city, county, or city and county, notwithstanding Section 33205, all land use related plans and functions of the former redevelopment agency are hereby transferred to the city, county, or city and county that authorized the creation of a redevelopment agency; provided, however, that the city, county, or city and county shall not create a new project area, add territory to, or expand or change the boundaries of a project area, or take any action that would increase the amount of obligated property tax (formerly tax increment) necessary to fulfill any existing enforceable obligation beyond what was authorized as of June 27, 2011.

SEC. 8. Section 34175 of the Health and Safety Code is amended to read:

34175. (a) It is the intent of this part that pledges of revenues associated with enforceable obligations of the former redevelopment agencies are to be honored. It is intended that the cessation of any redevelopment agency shall not affect either the pledge, the legal existence of that pledge, or the stream of revenues available to meet the requirements of the pledge.

(b) All assets, properties, contracts, leases, books and records, buildings, and equipment of the former redevelopment agency are transferred on February 1, 2012, to the control of the successor agency, for administration pursuant to the provisions of this part. This includes all cash or cash equivalents and amounts owed to the redevelopment agency as of February 1, 2012. *Any legal or contractual restrictions on the use of these funds or assets shall also be transferred to the successor agency.*

SEC. 9. Section 34176 of the Health and Safety Code is amended to read:

34176. (a) *(1)* The city, county, or city and county that authorized the creation of a redevelopment agency may elect to retain the housing assets and functions previously performed by the redevelopment agency. If a city, county, or city and county elects to retain the ~~responsibility for performing~~ *authority to perform* housing functions previously performed by a

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redevelopment agency, all rights, powers, duties, ~~and~~ obligations, *and housing assets, as defined in subdivision (e),* excluding any amounts on deposit in the Low and Moderate Income Housing Fund *and enforceable obligations retained by the successor agency,* shall be transferred to the city, county, or city and county.

(2) The entity assuming the housing functions of the former redevelopment agency shall submit to the Department of Finance by August 1, 2012, a list of all housing assets that contains an explanation of how the assets meet the criteria specified in subdivision (e). The Department of Finance shall prescribe the format for the submission of the list. The list shall include assets transferred between February 1, 2012, and the date upon which the list is created. The department shall have up to 30 days from the date of receipt of the list to object to any of the assets or transfers of assets identified on the list. If the Department of Finance objects to assets on the list, the entity assuming the housing functions of the former redevelopment agency may request a meet and confer process within five business days of receiving the department objection. If the transferred asset is deemed not to be a housing asset as defined in subdivision (e), it shall be returned to the successor agency and the provision of Section 34178.8 may apply. If a housing asset has been previously pledged to pay for bonded indebtedness, the successor agency shall maintain control of the asset in order to pay for the bond debt.

(b) If a city, county, or city and county does not elect to retain the responsibility for performing housing functions previously performed by a redevelopment agency, all rights, powers, assets, ~~liabilities,~~ duties, and obligations associated with the housing activities of the agency, excluding *enforceable obligations retained by the successor agency and* any amounts in the Low and Moderate Income Housing Fund, shall be transferred as follows:

(1) ~~Where~~ *If* there is no local housing authority in the territorial jurisdiction of the former redevelopment agency, to the Department of Housing and Community Development.

(2) ~~Where~~ *If* there is one local housing authority in the territorial jurisdiction of the former redevelopment agency, to that local housing authority.

(3) ~~Where~~ *If* there is more than one local housing authority in the territorial jurisdiction of the former redevelopment agency, to

the local housing authority selected by the city, county, or city and county that authorized the creation of the redevelopment agency.

(c) Commencing on the operative date of this part, the entity ~~assuming~~ *that assumes* the housing functions formerly performed by the redevelopment agency *and receives the transferred housing assets* may enforce affordability covenants and perform related activities pursuant to applicable provisions of the Community Redevelopment Law (Part 1 (commencing with Section ~~33000)~~ *33000))*, including, but not limited to, Section 33418.

(d) Except as specifically provided in Section 34191.4, any funds transferred to the city, county, or city and county or designated entity pursuant to this section, together with any funds generated from housing assets, as defined in subdivision (e), shall be maintained in a separate Low and Moderate Income Housing Asset Fund which is hereby created in the accounts of the entity assuming the housing functions pursuant to this section. Funds in this account shall be used in accordance with applicable housing-related provisions of the Community Redevelopment Law (Part 1 (commencing with Section 33000)).

(e) For purposes of this part, "housing asset" includes all of the following:

(1) Any real property, interest in, or restriction on the use of real property, whether improved or not, and any personal property provided in residences, including furniture and appliances, all housing-related files and loan documents, office supplies, software licenses, and mapping programs, that were acquired for low- and moderate-income housing purposes, either by purchase or through a loan, in whole or in part, with any source of funds.

(2) Any funds that are encumbered by an enforceable obligation to build or acquire low- and moderate-income housing, as defined by the Community Redevelopment Law (Part 1 (commencing with Section 33000)) unless required in the bond covenants to be used for repayment purposes of the bond.

(3) Any loan or grant receivable, funded from the Low and Moderate Income Housing Fund, from homebuyers, homeowners, nonprofit or for-profit developers, and other parties that require occupancy by persons of low or moderate income as defined by the Community Redevelopment Law (Part 1 (commencing with Section 33000)).

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(4) Any funds derived from rents or operation of properties acquired for low- and moderate-income housing purposes by other parties that were financed with any source of funds, including residual receipt payments from developers, conditional grant repayments, cost savings and proceeds from refinancing, and principal and interest payments from homebuyers subject to enforceable income limits.

(5) A stream of rents or other payments from housing tenants or operators of low- and moderate-income housing financed with any source of funds that are used to maintain, operate, and enforce the affordability of housing or for enforceable obligations associated with low- and moderate-income housing.

(6) (A) Repayments of loans or deferrals owed to the Low and Moderate Income Housing Fund pursuant to subparagraph (G) of paragraph (1) of subdivision (d) of Section 34171, which shall be used consistent with the affordable housing requirements in the Community Redevelopment Law (Part 1 (commencing with Section 33000)).

(B) Loan or deferral repayments shall not be made prior to the 2013–14 fiscal year. Beginning in the 2013–14 fiscal year, the maximum repayment amount authorized each fiscal year for repayments made pursuant to this paragraph and subdivision (b) of Section 34191.4 combined shall be equal to one-half of the increase between the amount distributed to taxing entities pursuant to paragraph (4) of subdivision (a) of Section 34183 in that fiscal year and the amount distributed to taxing entities pursuant to that paragraph in the 2012–13 base year. Loan or deferral repayments made pursuant to this paragraph shall take priority over amounts to be repaid pursuant to subdivision (b) of Section 34191.4.

(f) If a development includes both low- and moderate-income housing that meets the definition of a housing asset under subdivision (e) and other types of property use, including, but not limited to, commercial use, governmental use, open space, and parks, the oversight board shall consider the overall value to the community as well as the benefit to taxing entities of keeping the entire development intact or dividing the title and control over the property between the housing successor and the successor agency or other public or private agencies. The disposition of those assets may be accomplished by a revenue-sharing arrangement as

approved by the oversight board on behalf of the affected taxing entities.

(g) (1) (A) The entity assuming the housing functions pursuant to this section may designate the use of and commit indebtedness obligation proceeds that remain after the satisfaction of enforceable obligations that have been approved in a Recognized Obligation Payment Schedule and that are consistent with the indebtedness obligation covenants. The proceeds shall be derived from indebtedness obligations that were issued for the purposes of affordable housing prior to January 1, 2011, and were backed by the Low and Moderate Income Housing Fund. Enforceable obligations may be satisfied by the creation of reserves for the projects that are the subject of the enforceable obligation that are consistent with the contractual obligations for those projects, or by expending funds to complete the projects.

(B) The entity assuming the housing functions pursuant to this section shall provide notice to the successor agency of any designations of use or commitments of funds specified in subparagraph (A) that it wishes to make at least 20 days before the deadline for submission of the Recognized Obligation Payment Schedule to the oversight board. Commitments and designations shall not be valid and binding on any party until they are included in an approved and valid Recognized Obligation Payment Schedule. The review of these designations and commitments by the successor agency, oversight board, and Department of Finance shall be limited to a determination that the designations and commitments are consistent with bond covenants and that there are sufficient funds available.

(2) Funds shall be used and committed in a manner consistent with the purposes of the Low and Moderate Income Housing Asset Fund. Notwithstanding any other law, the successor agency shall retain and expend the excess housing obligation proceeds at the discretion of the succeeding housing entity, provided that the successor agency ensures that the proceeds are expended in a manner consistent with the indebtedness obligation covenants and with any requirements relating to the tax status of those obligations. The amount expended shall not exceed the amount of indebtedness obligation proceeds available and such expenditure shall constitute the creation of excess housing proceeds expenditures to be paid from the excess proceeds. Excess housing

proceeds expenditures shall be listed separately on the Recognized Obligation Payment Schedule submitted by the successor agency.

SEC. 10. Section 34176.5 is added to the Health and Safety Code, to read:

34176.5. (a) Notwithstanding any other law, the Director of Finance is authorized to contract with auditors, lawyers, and other types of advisors and consultants to assist, advise, and represent the director and the Department of Finance in any matter or action arising out of or contemplated by this part or Part 1.8 (commencing with Section 34161). In furtherance of this authorization, Sections 14827.1, 14827.2, and 14838 of the Government Code, and Article 4 (commencing with Section 10335) of Chapter 2 of Part 2 of Division 2 of and Section 10295 of, the Public Contract Code shall not apply to any agreement entered into by the director pursuant to this section.

(b) In addition to the waivers of statute provided in subdivision (a), Section 6072 of the Business and Professions Code shall not apply to the legal services agreement entered into by the director pursuant to this section.

(c) This section shall remain in effect only until January 1, 2014, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2014, deletes or extends that date.

SEC. 11. Section 34177 of the Health and Safety Code is amended to read:

34177. Successor agencies are required to do all of the following:

(a) Continue to make payments due for enforceable obligations.

(1) On and after February 1, 2012, and until a Recognized Obligation Payment Schedule becomes operative, only payments required pursuant to an enforceable obligations payment schedule shall be made. The initial enforceable obligation payment schedule shall be the last schedule adopted by the redevelopment agency under Section 34169. However, payments associated with obligations excluded from the definition of enforceable obligations by paragraph (2) of subdivision ~~(e)~~ *(d)* of Section 34171 shall be excluded from the enforceable obligations payment schedule and be removed from the last schedule adopted by the redevelopment agency under Section 34169 prior to the successor agency adopting it as its enforceable obligations payment schedule pursuant to this subdivision. The enforceable obligation payment schedule may

be amended by the successor agency at any public meeting and shall be subject to the approval of the oversight board as soon as the board has sufficient members to form a quorum. *In recognition of the fact that the timing of the California Supreme Court's ruling in the case California Redevelopment Association v. Matosantos (2011) 53 Cal.4th 231 delayed the preparation by successor agencies and the approval by oversight boards of the January 1, 2012, through June 30, 2012, Recognized Obligation Payment Schedule, a successor agency may amend the Enforceable Obligation Payment Schedule to authorize the continued payment of enforceable obligations until the time that the January 1, 2012, through June 30, 2012, Recognized Obligation Payment Schedule has been approved by the oversight board and by the Department of Finance.*

(2) The Department of Finance and the Controller shall each have the authority to require any documents associated with the enforceable obligations to be provided to them in a manner of their choosing. Any taxing entity, the department, and the Controller shall each have standing to file a judicial action to prevent a violation under this part and to obtain injunctive or other appropriate relief.

(3) Commencing on ~~May 1, 2012~~ *the date the Recognized Obligation Payment Schedule is valid pursuant to subdivision (l)*, only those payments listed in the Recognized Obligation Payment Schedule may be made by the successor agency from the funds specified in the Recognized Obligation Payment Schedule. In addition, ~~commencing May 1, 2012~~ *after it becomes valid*, the Recognized Obligation Payment Schedule shall supersede the Statement of Indebtedness, which shall no longer be prepared nor have any effect under the Community Redevelopment Law *(Part 1 (commencing with Section 33000))*.

(4) Nothing in the act adding this part is to be construed as preventing a successor agency, with the prior approval of the oversight board, as described in Section 34179, from making payments for enforceable obligations from sources other than those listed in the Recognized Obligation Payment Schedule.

(5) From February 1, 2012, to July 1, 2012, a successor agency shall have no authority and is hereby prohibited from accelerating payment or making any lump-sum payments that are intended to

prepay loans unless such accelerated repayments were required prior to the effective date of this part.

(b) Maintain reserves in the amount required by indentures, trust indentures, or similar documents governing the issuance of outstanding redevelopment agency bonds.

(c) Perform obligations required pursuant to any enforceable obligation.

(d) Remit unencumbered balances of redevelopment agency funds to the county auditor-controller for distribution to the taxing entities, including, but not limited to, the unencumbered balance of the Low and Moderate Income Housing Fund of a former redevelopment agency. In making the distribution, the county auditor-controller shall utilize the same methodology for allocation and distribution of property tax revenues provided in Section 34188.

(e) Dispose of assets and properties of the former redevelopment agency as directed by the oversight board; provided, however, that the oversight board may instead direct the successor agency to transfer ownership of certain assets pursuant to subdivision (a) of Section 34181. The disposal is to be done expeditiously and in a manner aimed at maximizing value. Proceeds from asset sales and related funds that are no longer needed for approved development projects or to otherwise wind down the affairs of the agency, each as determined by the oversight board, shall be transferred to the county auditor-controller for distribution as property tax proceeds under Section 34188. *The requirements of this subdivision shall not apply to a successor agency that has been issued a finding of completion by the Department of Finance pursuant to Section 34179.7.*

(f) Enforce all former redevelopment agency rights for the benefit of the taxing entities, including, but not limited to, continuing to collect loans, rents, and other revenues that were due to the redevelopment agency.

(g) Effectuate transfer of housing functions and assets to the appropriate entity designated pursuant to Section 34176.

(h) Expeditiously wind down the affairs of the redevelopment agency pursuant to the provisions of this part and in accordance with the direction of the oversight board.

(i) Continue to oversee development of properties until the contracted work has been completed or the contractual obligations

of the former redevelopment agency can be transferred to other parties. Bond proceeds shall be used for the purposes for which bonds were sold unless the purposes can no longer be achieved, in which case, the proceeds may be used to defease the bonds.

(j) Prepare a proposed administrative budget and submit it to the oversight board for its approval. The proposed administrative budget shall include all of the following:

(1) Estimated amounts for successor agency administrative costs for the upcoming six-month fiscal period.

(2) Proposed sources of payment for the costs identified in paragraph (1).

(3) Proposals for arrangements for administrative and operations services provided by a city, county, city and county, or other entity.

(k) Provide administrative cost estimates, from its approved administrative budget that are to be paid from property tax revenues deposited in the Redevelopment Property Tax Trust Fund, to the county auditor-controller for each six-month fiscal period.

(*l*) (1) Before each six-month fiscal period, prepare a Recognized Obligation Payment Schedule in accordance with the requirements of this paragraph. For each recognized obligation, the Recognized Obligation Payment Schedule shall identify one or more of the following sources of payment:

(A) Low and Moderate Income Housing Fund.

(B) Bond proceeds.

(C) Reserve balances.

(D) Administrative cost allowance.

(E) The Redevelopment Property Tax Trust Fund, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation or by the provisions of this part.

(F) Other revenue sources, including rents, concessions, asset sale proceeds, interest earnings, and any other revenues derived from the former redevelopment agency, as approved by the oversight board in accordance with this part.

(2) A Recognized Obligation Payment Schedule shall not be deemed valid unless all of the following conditions have been met:

(A) A ~~draft~~ Recognized Obligation Payment Schedule is prepared by the successor agency for the enforceable obligations of the former redevelopment agency ~~by March 1, 2012. From October 1, 2011, to July 1, 2012, the~~. *The* initial ~~draft of that~~

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schedule shall project the dates and amounts of scheduled payments for each enforceable obligation for the remainder of the time period during which the redevelopment agency would have been authorized to obligate property tax increment had ~~such~~ *the* a redevelopment agency not been dissolved~~, and shall be reviewed and certified, as to its accuracy, by an external auditor designated pursuant to Section 34182~~.

(B) The ~~certified~~ Recognized Obligation Payment Schedule is submitted to and duly approved by the oversight board. *The successor agency shall submit a copy of the Recognized Obligation Payment Schedule to the county administrative officer, the county auditor-controller, and the Department of Finance at the same time that the successor agency submits the Recognized Obligation Payment Schedule to the oversight board for approval.*

(C) A copy of the approved Recognized Obligation Payment Schedule is submitted to the county auditor-controller and both the Controller's office and the Department of Finance and be posted on the successor agency's Internet Web site.

(3) The Recognized Obligation Payment Schedule shall be forward looking to the next six months. The first Recognized Obligation Payment Schedule shall be submitted to the Controller's office and the Department of Finance by April 15, 2012, for the period of January 1, 2012, to June 30, 2012, inclusive. *This Recognized Obligation Payment Schedule shall include all payments made by the former redevelopment agency between January 1, 2012, through January 31, 2012, and shall include all payments proposed to be made by the successor agency from February 1, 2012, through June 30, 2012.* Former redevelopment agency enforceable obligation payments due, and reasonable or necessary administrative costs due or incurred, prior to January 1, 2012, shall be made from property tax revenues received in the spring of 2011 property tax distribution, and from other revenues and balances transferred to the successor agency.

(m) The Recognized Obligation Payment Schedule for the period of January 1, 2013, to June 30, 2013, shall be submitted by the successor agency, after approval by the oversight board, no later than September 1, 2012. Commencing with the Recognized Obligation Payment Schedule covering the period July 1, 2013, through December 31, 2013, successor agencies shall submit an oversight board-approved Recognized Obligation Payment

Schedule to the Department of Finance and to the county auditor-controller no fewer than 90 days before the date of property tax distribution. The Department of Finance shall make its determination of the enforceable obligations and the amounts and funding sources of the enforceable obligations no later than 45 days after the Recognized Obligation Payment Schedule is submitted. Within five business days of the department's determination, a successor agency may request additional review by the department and an opportunity to meet and confer on disputed items. The meet and confer period may vary; an untimely submittal of a Recognized Obligation Payment Schedule may result in a meet and confer period of less than 30 days. The department shall notify the successor agency and the county auditor-controllers as to the outcome of its review at least 15 days before the date of property tax distribution.

(1) The successor agency shall submit a copy of the Recognized Obligation Payment Schedule to the Department of Finance electronically, and the successor agency shall complete the Recognized Obligation Payment Schedule in the manner provided for by the department. A successor agency shall be in noncompliance with this paragraph if it only submits to the department an electronic message or a letter stating that the oversight board has approved a Recognized Obligation Payment Schedule.

(2) If a successor agency does not submit a Recognized Obligation Payment Schedule by the deadlines provided in this subdivision, the city, county, or city and county that created the redevelopment agency shall be subject to a civil penalty equal to ten thousand dollars ($10,000) per day for every day the schedule is not submitted to the department. The civil penalty shall be paid to the county auditor-controller for allocation to the taxing entities under Section 34183. If a successor agency fails to submit a Recognized Obligation Payment Schedule by the deadline, any creditor of the successor agency or the Department of Finance or any affected taxing entity shall have standing to and may request a writ of mandate to require the successor agency to immediately perform this duty. Those actions may be filed only in the County of Sacramento and shall have priority over other civil matters. Additionally, if an agency does not submit a Recognized Obligation Payment Schedule within ten days of the deadline, the maximum

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administrative cost allowance for that period shall be reduced by 25 percent.

(3) If a successor agency fails to submit to the department an oversight board-approved Recognized Obligation Payment Schedule that complies with all requirements of this subdivision within five business days of the date upon which the Recognized Obligation Payment Schedule is to be used to determine the amount of property tax allocations, the department may determine if any amount should be withheld by the county auditor-controller for payments for enforceable obligations from distribution to taxing entities, pending approval of a Recognized Obligation Payment Schedule. The county auditor-controller shall distribute the portion of any of the sums withheld pursuant to this paragraph to the affected taxing entities in accordance with paragraph (4) of subdivision (a) of Section 34183 upon notice by the department that a portion of the withheld balances are in excess of the amount of enforceable obligations. The county auditor-controller shall distribute withheld funds to the successor agency only in accordance with a Recognized Obligation Payment Schedule approved by the department. County auditor-controllers shall lack the authority to withhold any other amounts from the allocations provided for under Section 34183 or 34188 unless required by a court order.

(n) Cause a postaudit of the financial transactions and records of the successor agency to be made at least annually by a certified public accountant.

SEC. 12. Section 34177.3 is added to the Health and Safety Code, to read:

34177.3. (a) Successor agencies shall lack the authority to, and shall not, create new enforceable obligations under the authority of the Community Redevelopment Law (Part 1 (commencing with Section 33000)) or begin new redevelopment work, except in compliance with an enforceable obligation that existed prior to June 28, 2011.

(b) Successor agencies may create enforceable obligations to conduct the work of winding down the redevelopment agency, including hiring staff, acquiring necessary professional administrative services and legal counsel, and procuring insurance.

(c) Successor agencies shall lack the authority to, and shall not, transfer any powers or revenues of the successor agency to any

other party, public or private, except pursuant to an enforceable obligation on a Recognized Obligation Payment Schedule approved by the department. Any such transfers of authority or revenues that are not made pursuant to an enforceable obligation on a Recognized Obligation Payment Schedule approved by the Department of Finance are hereby declared to be void, and the successor agency shall take action to reverse any of those transfers. The Controller may audit any transfer of authority or revenues prohibited by this section and may order the prompt return of any money or other things of value from the receiving party.

(d) Redevelopment agencies that resolved to participate in the Voluntary Alternative Redevelopment Program under Chapter 6 of the First Extraordinary Session of the Statutes of 2011 were and are subject to the provisions of Part 1.8 (commencing with Section 34161). Any actions taken by redevelopment agencies to create obligations after June 27, 2011, are ultra vires and do not create enforceable obligations.

(e) The Legislature finds and declares that the provisions of this section are declaratory of existing law.

SEC. 13. Section 34177.5 is added to the Health and Safety Code, to read:

34177.5. (a) In addition to the powers granted to each successor agency, and notwithstanding anything in the act adding this part, including, but not limited to, Sections 34162 and 34189, a successor agency shall have the authority, rights, and powers of the redevelopment agency to which it succeeded solely for the following purposes:

(1) For the purpose of issuing bonds or incurring other indebtedness to refund the bonds or other indebtedness of its former redevelopment agency or of the successor agency to provide savings to the successor agency, provided that (A) the total interest cost to maturity on the refunding bonds or other indebtedness plus the principal amount of the refunding bonds or other indebtedness shall not exceed the total remaining interest cost to maturity on the bonds or other indebtedness to be refunded plus the remaining principal of the bonds or other indebtedness to be refunded, and (B) the principal amount of the refunding bonds or other indebtedness shall not exceed the amount required to defease the refunded bonds or other indebtedness, to establish customary debt service reserves, and to pay related costs of issuance. If the

foregoing conditions are satisfied, the initial principal amount of the refunding bonds or other indebtedness may be greater than the outstanding principal amount of the bonds or other indebtedness to be refunded. The successor agency may pledge to the refunding bonds or other indebtedness the revenues pledged to the bonds or other indebtedness being refunded, and that pledge, when made in connection with the issuance of such refunding bonds or other indebtedness, shall have the same lien priority as the pledge of the bonds or other obligations to be refunded, and shall be valid, binding, and enforceable in accordance with its terms.

(2) For the purpose of issuing bonds or other indebtedness to finance debt service spikes, including balloon maturities, provided that (A) the existing indebtedness is not accelerated, except to the extent necessary to achieve substantially level debt service, and (B) the principal amount of the bonds or other indebtedness shall not exceed the amount required to finance the debt service spikes, including establishing customary debt service reserves and paying related costs of issuance.

(3) For the purpose of amending an existing enforceable obligation under which the successor agency is obligated to reimburse a political subdivision of the state for the payment of debt service on a bond or other obligation of the political subdivision, or to pay all or a portion of the debt service on the bond or other obligation of the political subdivision to provide savings to the successor agency, provided that (A) the enforceable obligation is amended in connection with a refunding of the bonds or other obligations of the political subdivision so that the enforceable obligation will apply to the refunding bonds or other refunding indebtedness of the political subdivision, (B) the total interest cost to maturity on the refunding bonds or other indebtedness plus the principal amount of the refunding bonds or other indebtedness shall not exceed the total remaining interest cost to maturity on the bonds or other indebtedness to be refunded plus the remaining principal of the bonds or other indebtedness to be refunded, and (C) the principal amount of the refunding bonds or other indebtedness shall not exceed the amount required to defease the refunded bonds or other indebtedness, to establish customary debt service reserves and to pay related costs of issuance. The pledge set forth in that amended enforceable

obligation, when made in connection with the execution of the amendment of the enforceable obligation, shall have the same lien priority as the pledge in the enforceable obligation prior to its amendment and shall be valid, binding, and enforceable in accordance with its terms.

(4) For the purpose of issuing bonds or incurring other indebtedness to make payments under enforceable obligations when the enforceable obligations include the irrevocable pledge of property tax increment, formerly tax increment revenues prior to the effective date of this part, or other funds and the obligation to issue bonds secured by that pledge. The successor agency may pledge to the bonds or other indebtedness the property tax revenues and other funds described in the enforceable obligation, and that pledge, when made in connection with the issuance of the bonds or the incurring of other indebtedness, shall be valid, binding, and enforceable in accordance with its terms. This paragraph shall not be deemed to authorize a successor agency to increase the amount of property tax revenues pledged under an enforceable obligation or to pledge any property tax revenue not already pledged pursuant to an enforceable obligation. This paragraph does not constitute a change in, but is declaratory of, the existing law.

(b) The refunding bonds authorized under this section may be issued under the authority of Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code, and the refunding bonds may be sold at public or private sale, or to a joint powers authority pursuant to the Marks-Roos Local Bond Pooling Act (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code).

(c) (1) Prior to incurring any bonds or other indebtedness pursuant to this section, the successor agency may subordinate to the bonds or other indebtedness the amount required to be paid to an affected taxing entity pursuant to paragraph (1) of subdivision (a) of Section 34183, provided that the affected taxing entity has approved the subordinations pursuant to this subdivision.

(2) At the time the successor agency requests an affected taxing entity to subordinate the amount to be paid to it, the successor agency shall provide the affected taxing entity with substantial evidence that sufficient funds will be available to pay both the debt

service on the bonds or other indebtedness and the payments required by paragraph (1) of subdivision (a) of Section 34183, when due.

(3) Within 45 days after receipt of the agency's request, the affected taxing entity shall approve or disapprove the request for subordination. An affected taxing entity may disapprove a request for subordination only if it finds, based upon substantial evidence, that the successor agency will not be able to pay the debt service payments and the amount required to be paid to the affected taxing entity. If the affected taxing entity does not act within 45 days after receipt of the agency's request, the request to subordinate shall be deemed approved and shall be final and conclusive.

(d) An action may be brought pursuant to Chapter 9 (commencing with Section 860) of Title 10 of Part 2 of the Code of Civil Procedure to determine the validity of bonds or other obligations authorized by this section, the pledge of revenues to those bonds or other obligations authorized by this section, the legality and validity of all proceedings theretofore taken and, as provided in the resolution of the legislative body of the successor agency authorizing the bonds or other obligations authorized by this section, proposed to be taken for the authorization, execution, issuance, sale, and delivery of the bonds or other obligations authorized by this section, and for the payment of debt service on the bonds or the payment of amounts under other obligations authorized by this section. Subdivision (c) of Section 33501 shall not apply to any such action. The Department of Finance shall be notified of the filing of any action as an affected party.

(e) Notwithstanding any other law, including, but not limited to, Section 33501, an action to challenge the issuance of bonds, the incurrence of indebtedness, the amendment of an enforceable obligation, or the execution of a financing agreement by a successor agency shall be brought within 30 days after the date on which the oversight board approves the resolution of the successor agency approving the issuance of bonds, the incurrence of indebtedness, the amendment of an enforceable obligation, or the execution of a financing agreement authorized under this section.

(f) The actions authorized in this section shall be subject to the approval of the oversight board, as provided in Section 34180. Additionally, an oversight board may direct the successor agency

to commence any of the transactions described in subdivision (a) so long as the successor agency is able to recover its related costs in connection with the transaction. After a successor agency, with approval of the oversight board, issues any bonds, incurs any indebtedness, or executes an amended enforceable obligation pursuant to subdivision (a), the oversight board shall not unilaterally approve any amendments to or early termination of the bonds, indebtedness, or enforceable obligation. If, under the authority granted to it by subdivision (h) of Section 34179, the Department of Finance either reviews and approves or fails to request review within five business days of an oversight board approval of an action authorized by this section, the scheduled payments on the bonds or other indebtedness shall be listed in the Recognized Obligation Payment Schedule and shall not be subject to further review and approval by the department or the Controller. The department may extend its review time to 60 days for actions authorized in this section and may seek the assistance of the Treasurer in evaluating proposed actions under this section.

(g) Any bonds, indebtedness, or amended enforceable obligation authorized by this section shall be considered indebtedness incurred by the dissolved redevelopment agency, with the same legal effect as if the bonds, indebtedness, financing agreement, or amended enforceable obligation had been issued, incurred, or entered into prior to June 29, 2011, in full conformity with the applicable provisions of the Community Redevelopment Law that existed prior to that date, shall be included in the successor agency's Recognized Obligation Payment Schedule, and shall be secured by a pledge of, and lien on, and shall be repaid from moneys deposited from time to time in the Redevelopment Property Tax Trust Fund established pursuant to subdivision (c) of Section 34172, as provided in paragraph (2) of subdivision (a) of Section 34183. Property tax revenues pledged to any bonds, indebtedness, or amended enforceable obligations authorized by this section are taxes allocated to the successor agency pursuant to subdivision (b) of Section 33670 and Section 16 of Article XVI of the California Constitution.

(h) The successor agency shall make diligent efforts to ensure that the lowest long-term cost financing is obtained. The financing shall not provide for any bullets or spikes and shall not use variable rates. The successor agency shall make use of an independent

financial advisor in developing financing proposals and shall make the work products of the financial advisor available to the Department of Finance at its request.

(i) If an enforceable obligation provides for an irrevocable commitment of property tax revenue and where allocation of such revenues is expected to occur over time, the successor agency may petition the Department of Finance to provide written confirmation that its determination of such enforceable obligation as approved in a Recognized Obligation Payment Schedule is final and conclusive, and reflects the department's approval of subsequent payments made pursuant to the enforceable obligation. If the confirmation is granted, then the department's review of such payments in future Recognized Obligation Payment Schedules shall be limited to confirming that they are required by the prior enforceable obligation.

(j) The successor agency may request that the department provide a written determination to waive the two-year statute of limitations on an action to review the validity of the adoption or amendment of a redevelopment plan pursuant to subdivision (c) of Section 33500 or on any findings or determinations made by the agency pursuant to subdivision (d) of Section 33500. The department at its discretion may provide a waiver if it determines it is necessary for the agency to fulfill an enforceable obligation.

SEC. 14. Section 34178 of the Health and Safety Code is amended to read:

34178. (a) Commencing on the operative date of this part, agreements, contracts, or arrangements between the city or county, or city and county that created the redevelopment agency and the redevelopment agency are invalid and shall not be binding on the successor agency; provided, however, that a successor entity wishing to enter or reenter into agreements with the city, county, or city and county that formed the redevelopment agency that it is succeeding may do so upon obtaining the approval of its oversight board. *A successor agency or an oversight board shall not exercise the powers granted by this subdivision to restore funding for an enforceable obligation that was deleted or reduced by the Department of Finance pursuant to subdivision (h) of Section 34179 unless it reflects the decisions made during the meet and confer process with the Department of Finance or pursuant to a court order.*

(b) Notwithstanding subdivision (a), any of the following agreements are not invalid and may bind the successor agency:

(1) A duly authorized written agreement entered into at the time of issuance, but in no event later than December 31, 2010, of indebtedness obligations, and solely for the purpose of securing or repaying those indebtedness obligations.

(2) A written agreement between a redevelopment agency and the city, county, or city and county that created it that provided loans or other startup funds for the redevelopment agency that were entered into within two years of the formation of the redevelopment agency.

(3) A joint exercise of powers agreement in which the redevelopment agency is a member of the joint powers authority. However, upon assignment to the successor agency by operation of the act adding this part, the successor agency's rights, duties, and performance obligations under that joint exercise of powers agreement shall be limited by the constraints imposed on successor agencies by the act adding this part.

SEC. 15. Section 34178.8 is added to the Health and Safety Code, to read:

34178.8. Commencing on the effective date of the act adding this section, the Controller shall review the activities of successor agencies in the state to determine if an asset transfer has occurred after January 31, 2012, between the successor agency and the city, county, or city and county that created a redevelopment agency, or any other public agency, that was not made pursuant to an enforceable obligation on an approved and valid Recognized Obligation Payment Schedule. If such an asset transfer did occur, to the extent not prohibited by state and federal law, the Controller shall order the available assets to be returned to the successor agency. Upon receiving that order from the Controller, an affected local agency shall, as soon as practicable, reverse the transfer and return the applicable assets to the successor agency. This section shall not apply to housing assets as defined in subdivision (e) of Section 34176.

SEC. 16. Section 34179 of the Health and Safety Code is amended to read:

34179. (a) Each successor agency shall have an oversight board composed of seven members. The members shall elect one of their members as the chairperson and shall report the name of

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the chairperson and other members to the Department of Finance on or before May 1, 2012. Members shall be selected as follows:

(1) One member appointed by the county board of supervisors.

(2) One member appointed by the mayor for the city that formed the redevelopment agency.

(3) *(A)* One member appointed by the largest special district, by property tax share, with territory in the territorial jurisdiction of the former redevelopment agency, which is of the type of special district that is eligible to receive property tax revenues pursuant to Section 34188.

(B) On or after the effective date of this subparagraph, the county auditor-controller may determine which is the largest special district for purposes of this section.

(4) One member appointed by the county superintendent of education to represent schools if the superintendent is elected. If the county superintendent of education is appointed, then the appointment made pursuant to this paragraph shall be made by the county board of education.

(5) One member appointed by the Chancellor of the California Community Colleges to represent community college districts in the county.

(6) One member of the public appointed by the county board of supervisors.

(7) One member representing the employees of the former redevelopment agency appointed by the mayor or chair of the board of supervisors, as the case may be, from the recognized employee organization representing the largest number of former redevelopment agency employees employed by the successor agency at that time. *In the case where city or county employees performed administrative duties of the former redevelopment agency, the appointment shall be made from the recognized employee organization representing those employees. If a recognized employee organization does not exist for either the employees of the former redevelopment agency or the city or county employees performing administrative duties of the former redevelopment agency, the appointment shall be made from among the employees of the successor agency. In voting to approve a contract as an enforceable obligation, a member appointed pursuant to this paragraph shall not be deemed to be interested in the contract by virtue of being an employee of the successor*

agency or community for purposes of Section 1090 of the Government Code.

(8) If the county or a joint powers agency formed the redevelopment agency, then the largest city by acreage in the territorial jurisdiction of the former redevelopment agency may select one member. If there are no cities with territory in a project area of the redevelopment agency, the county superintendent of education may appoint an additional member to represent the public.

(9) If there are no special districts of the type that are eligible to receive property tax pursuant to Section 34188, within the territorial jurisdiction of the former redevelopment agency, then the county may appoint one member to represent the public.

(10) ~~Where~~ *If* a redevelopment agency was formed by an entity that is both a charter city and a county, the oversight board shall be composed of seven members selected as follows: three members appointed by the mayor of the city, ~~where such~~ *if that* appointment is subject to confirmation by the county board of supervisors, one member appointed by the largest special district, by property tax share, with territory in the territorial jurisdiction of the former redevelopment agency, which is the type of special district that is eligible to receive property tax revenues pursuant to Section 34188, one member appointed by the county superintendent of education to represent schools, one member appointed by the Chancellor of the California Community Colleges to represent community college districts, and one member representing employees of the former redevelopment agency appointed by the mayor of the city ~~where such an~~ *if that* appointment is subject to confirmation by the county board of supervisors, to represent the largest number of former redevelopment agency employees employed by the successor agency at that time.

(b) The Governor may appoint individuals to fill any oversight board member position described in subdivision (a) that has not been filled by May 15, 2012, or any member position that remains vacant for more than 60 days.

(c) The oversight board may direct the staff of the successor agency to perform work in furtherance of the oversight board's duties and responsibilities under this part. The successor agency shall pay for all of the costs of meetings of the oversight board and may include such costs in its administrative budget. Oversight

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board members shall serve without compensation or reimbursement for expenses.

(d) Oversight board members ~~shall have personal immunity from suit for their actions taken within the scope of their responsibilities as oversight board members.~~ *are protected by the immunities applicable to public entities and public employees governed by Part 1 (commencing with Section 810) and Part 2 (commencing with Section 814) of Division 3.6 of Title 1 of the Government Code.*

(e) A majority of the total membership of the oversight board shall constitute a quorum for the transaction of business. A majority vote of the total membership of the oversight board is required for the oversight board to take action. The oversight board shall be deemed to be a local entity for purposes of the Ralph M. Brown Act, the California Public Records Act, and the Political Reform Act of 1974. *All actions taken by the oversight board shall be adopted by resolution.*

(f) All notices required by law for proposed oversight board actions shall also be posted on the successor agency's Internet Web site or the oversight board's Internet Web site.

(g) Each member of an oversight board shall serve at the pleasure of the entity that appointed such member.

(h) The Department of Finance may review an oversight board action taken pursuant to ~~the act adding~~ this part. ~~As such, all oversight board actions shall not be effective for three business days, pending a request for review by the department.~~ *Written notice and information about all actions taken by an oversight board shall be provided to the department by electronic means and in a manner of the department's choosing. An action shall become effective five business days after notice in the manner specified by the department is provided unless the department requests a review.* Each oversight board shall designate an official to whom the department may make ~~such~~ *those* requests and who shall provide the department with the telephone number and e-mail contact information for the purpose of communicating with the department pursuant to this subdivision. ~~In~~ *Except as otherwise provided in this part, in* the event that the department requests a review of a given oversight board action, it shall have ~~10~~ *40* days from the date of its request to approve the oversight board action or return it to the oversight board for reconsideration and ~~such~~ *the*

oversight board action shall not be effective until approved by the department. In the event that the department returns the oversight board action to the oversight board for reconsideration, the oversight board shall resubmit the modified action for department approval and the modified oversight board action shall not become effective until approved by the department. *If the department reviews a Recognized Obligation Payment Schedule, the department may eliminate or modify any item on that schedule prior to its approval. The county auditor-controller shall reflect the actions of the department in determining the amount of property tax revenues to allocate to the successor agency. The department shall provide notice to the successor agency and the county auditor-controller as to the reasons for its actions. To the extent that an oversight board continues to dispute a determination with the department, one or more future recognized obligation schedules may reflect any resolution of that dispute. The department may also agree to an amendment to a Recognized Obligation Payment Schedule to reflect a resolution of a disputed item; however, this shall not affect a past allocation of property tax or create a liability for any affected taxing entity.*

(i) Oversight boards shall have fiduciary responsibilities to holders of enforceable obligations and the taxing entities that benefit from distributions of property tax and other revenues pursuant to Section 34188. Further, the provisions of Division 4 (commencing with Section 1000) of the Government Code shall apply to oversight boards. Notwithstanding Section 1099 of the Government Code, or any other law, any individual may simultaneously be appointed to up to five oversight boards and may hold an office in a city, county, city and county, special district, school district, or community college district.

(j) Commencing on and after July 1, 2016, in each county where more than one oversight board was created by operation of the act adding this part, there shall be only one oversight board appointed as follows:

(1) One member may be appointed by the county board of supervisors.

(2) One member may be appointed by the city selection committee established pursuant to Section 50270 of the Government Code. In a city and county, the mayor may appoint one member.

(3) One member may be appointed by the independent special district selection committee established pursuant to Section 56332 of the Government Code, for the types of special districts that are eligible to receive property tax revenues pursuant to Section 34188.

(4) One member may be appointed by the county superintendent of education to represent schools if the superintendent is elected. If the county superintendent of education is appointed, then the appointment made pursuant to this paragraph shall be made by the county board of education.

(5) One member may be appointed by the Chancellor of the California Community Colleges to represent community college districts in the county.

(6) One member of the public may be appointed by the county board of supervisors.

(7) One member may be appointed by the recognized employee organization representing the largest number of successor agency employees in the county.

(k) The Governor may appoint individuals to fill any oversight board member position described in subdivision (j) that has not been filled by July 15, 2016, or any member position that remains vacant for more than 60 days.

(*l*) Commencing on and after July 1, 2016, in each county where only one oversight board was created by operation of the act adding this part, then there will be no change to the composition of that oversight board as a result of the operation of subdivision (b).

(m) Any oversight board for a given successor agency shall cease to exist when all of the indebtedness of the dissolved redevelopment agency has been repaid.

(n) An oversight board may direct a successor agency to provide additional legal or financial advice than what was given by agency staff.

(o) An oversight board is authorized to contract with the county or other public or private agencies for administrative support.

(p) On matters within the purview of the oversight board, decisions made by the oversight board supersede those made by the successor agency or the staff of the successor agency.

SEC. 17. Section 34179.5 is added to the Health and Safety Code, to read:

34179.5. (a) In furtherance of subdivision (d) of Section 34177, each successor agency shall employ a licensed accountant,

approved by the county auditor-controller and with experience and expertise in local government accounting, to conduct a due diligence review to determine the unobligated balances available for transfer to taxing entities. As an alternative, an audit provided by the county auditor-controller that provides the information required by this section may be used to comply with this section with the concurrence of the oversight board.

(b) For purposes of this section the following terms shall have the following meanings:

(1) "Cash" and "cash equivalents" includes, but is not limited to, cash in hand, bank deposits, Local Agency Investment Fund deposits, deposits in the city or county treasury or any other pool, marketable securities, commercial paper, United States Treasury bills, banker's acceptances, payables on demand and amounts due from other parties as defined in subdivision (c), and any other money owned by the successor agency.

(2) "Enforceable obligation" includes any of the items listed in subdivision (d) of Section 34171, contracts detailing specific work to be performed that were entered into by the former redevelopment agency prior to June 28, 2011, with a third party that is other than the city, county, or city and county that created the former redevelopment agency, and indebtedness obligations as defined in subdivision (e) of Section 34171.

(3) "Transferred" means the transmission of money to another party that is not in payment for goods or services or an investment or where the payment is de minimus. Transfer also means where the payments are ultimately merely a restriction on the use of the money.

(c) At a minimum, the review required by this section shall include the following:

(1) The dollar value of assets transferred from the former redevelopment agency to the successor agency on or about February 1, 2012.

(2) The dollar value of assets and cash and cash equivalents transferred after January 1, 2011, through June 30, 2012, by the redevelopment agency or the successor agency to the city, county, or city and county that formed the redevelopment agency and the purpose of each transfer. The review shall provide documentation of any enforceable obligation that required the transfer.

(3) The dollar value of any cash or cash equivalents transferred after January 1, 2011, through June 30, 2012, by the redevelopment agency or the successor agency to any other public agency or private party and the purpose of each transfer. The review shall provide documentation of any enforceable obligation that required the transfer.

(4) The review shall provide expenditure and revenue accounting information and identify transfers and funding sources for the 2010–11 and 2011–12 fiscal years that reconciles balances, assets, and liabilities of the successor agency on June 30, 2012 to those reported to the Controller for the 2009–10 fiscal year.

(5) A separate accounting for the balance for the Low and Moderate Income Housing Fund for all other funds and accounts combined shall be made as follows:

(A) A statement of the total value of each fund as of June 30, 2012.

(B) An itemized statement listing any amounts that are legally restricted as to purpose and cannot be provided to taxing entities. This could include the proceeds of any bonds, grant funds, or funds provided by other governmental entities that place conditions on their use.

(C) An itemized statement of the values of any assets that are not cash or cash equivalents. This may include physical assets, land, records, and equipment. For the purpose of this accounting, physical assets may be valued at purchase cost or at any recently estimated market value. The statement shall list separately housing-related assets.

(D) An itemized listing of any current balances that are legally or contractually dedicated or restricted for the funding of an enforceable obligation that identifies the nature of the dedication or restriction and the specific enforceable obligation. In addition, the successor agency shall provide a listing of all approved enforceable obligations that includes a projection of annual spending requirements to satisfy each obligation and a projection of annual revenues available to fund those requirements. If a review finds that future revenues together with dedicated or restricted balances are insufficient to fund future obligations and thus retention of current balances is required, it shall identify the amount of current balances necessary for retention. The review shall also detail the projected property tax revenues and other

general purpose revenues to be received by the successor agency, together with both the amount and timing of the bond debt service payments of the successor agency, for the period in which the oversight board anticipates the successor agency will have insufficient property tax revenue to pay the specified obligations.

(E) An itemized list and analysis of any amounts of current balances that are needed to satisfy obligations that will be placed on the Recognized Obligation Payment Schedules for the current fiscal year.

(6) The review shall total the net balances available after deducting the total amounts described in subparagraphs (B) to (E), inclusive, of paragraph (5). The review shall add any amounts that were transferred as identified in paragraphs (2) and (3) of subdivision (c) if an enforceable obligation to make that transfer did not exist. The resulting sum shall be available for allocation to affected taxing entities pursuant to Section 34179.6. It shall be a rebuttable presumption that cash and cash equivalent balances available to the successor agency are available and sufficient to disburse the amount determined in this paragraph to taxing entities. If the review finds that there are insufficient cash balances to transfer or that cash or cash equivalents are specifically obligated to the purposes described in subparagraphs (B), (D), and (E) of paragraph (5) in such amounts that there is insufficient cash to provide the full amount determined pursuant to this paragraph, that amount shall be demonstrated in an additional itemized schedule.

SEC. 18. Section 34179.6 is added to the Health and Safety Code, to read:

34179.6. The review required pursuant to Section 34179.5 shall be submitted to the oversight board for review. The successor agency shall submit a copy of the Recognized Obligation Payment Schedule to the county administrative officer, the county auditor-controller, and the Department of Finance at the same time that the successor agency submits the review to the oversight board for review.

(a) By October 1, 2012, each successor agency shall provide to the oversight board, the county auditor-controller, the Controller, and the Department of Finance the results of the review conducted pursuant to Section 34179.5 for the Low and Moderate Income Housing Fund and specifically the amount of cash and

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cash equivalents determined to be available for allocation to taxing entities. By December 15, 2012, each successor agency shall provide to the oversight board, the county auditor-controller, the Controller, and the department the results of the review conducted pursuant to Section 34179.5 for all of the other fund and account balances and specifically the amount of cash and cash equivalents determined to be available for allocation to taxing entities. The department may request any supporting documentation and review results to assist in its review under subdivision (d). The department may specify the form and manner information about the review shall be provided to it.

(b) Upon receipt of the review, the oversight board shall convene a public comment session to take place at least five business days before the oversight board holds the approval vote specified in subdivision (c). The oversight board also shall consider any opinions offered by the county auditor-controller on the review results submitted by the successor agencies.

(c) By October 15, 2012, for the Low and Moderate Income Housing Fund and by January 15, 2013, for all other funds and accounts, the oversight board shall review, approve, and transmit to the department and the county auditor-controller the determination of the amount of cash and cash equivalents that are available for disbursement to taxing entities as determined according to the method provided in Section 34179.5. The oversight board may adjust any amount provided in the review to reflect additional information and analysis. The review and approval shall occur in public sessions. The oversight board may request from the successor agency any materials it deems necessary to assist in its review and approval of the determination. The oversight board shall be empowered to authorize a successor agency to retain assets or funds identified in subparagraphs (B) to (E), inclusive, of paragraph (5) of subdivision (c) of Section 34179.5. An oversight board that makes that authorization also shall identify to the department the amount of funds authorized for retention, the source of those funds, and the purposes for which those funds are being retained. The determination and authorization to retain funds and assets shall be subject to the review and approval of the department pursuant to subdivision (d).

(d) The department may adjust any amount associated with the determination of the resulting amount described in paragraph (6) of subdivision (c) of Section 34179.5 based on its analysis and information provided by the successor agency and others. The department shall consider any findings or opinions of the county auditor-controllers and the Controller. The department shall complete its review of the determinations provided pursuant to subdivision (c) no later than November 9, 2012, for the Low and Moderate Income Housing Fund and also shall notify the oversight board and the successor agency of its decision to overturn any decision of the oversight board to authorize a successor agency to retain assets or funds made pursuant to subdivision (c). The department shall complete its review of the determinations provided pursuant to subdivision (c) no later than April 1, 2013, for the other funds and accounts and also shall notify the oversight board and the successor agency of its decision to overturn any oversight board authorizations made pursuant to subdivision (c). The department shall provide the oversight board and the successor agency an explanation of its basis for overturning or modifying any findings, determinations, or authorizations of the oversight board made pursuant to subdivision (c).

(e) The successor agency and the entity or entities that created the former redevelopment agency may request to meet and confer with the department to resolve any disputes regarding the amounts or sources of funds identified as determined by the department. The request shall be made within five business days of the transmission, and no later than November 16, 2012, for the determination regarding the Low and Moderate Income Housing Fund, to the successor agency or the designated local authority of the department's determination, decisions, and explanations and shall be accompanied by an explanation and documentation of the basis of the dispute. The department shall meet and confer with the requesting party and modify its determinations and decisions accordingly. The department shall either confirm or modify its determinations and decisions within 30 days of the request to meet and confer.

(f) Each successor agency shall transmit to the county auditor-controller the amount of funds required pursuant to the determination of the department within five working days of receipt of the notification under subdivision (c) or (e) if a meet and confer

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request is made. Successor agencies shall make diligent efforts to recover any money determined to have been transferred without an enforceable obligation as described in paragraphs (2) and (3) of subdivision (c) of Section 34179.5. The department shall notify the county auditor-controllers of its actions and the county auditor-controllers shall disburse the funds received from successor agencies to taxing entities pursuant to Section 34188 within five working days of receipt. Amounts received after November 28, 2012, and April 10, 2013, may be held and disbursed with the regular payments to taxing entities pursuant to Section 34183.

(g) By December 1, 2012, the county auditor-controller shall provide the department a report specifying the amount submitted by each successor agency pursuant to subdivision (d) for low- and moderate-income housing funds, and specifically noting those successor agencies that failed to remit the full required amount. By April 20, 2013, the county auditor-controller shall provide the department a report detailing the amount submitted by each successor agency pursuant to subdivision (d) for all other funds and accounts, and specifically noting those successor agencies that failed to remit the full required amount.

(h) If a successor agency fails to remit to the county auditor-controller the sums identified in subdivisions (d) and (f), by the deadlines specified in those subdivisions, the following remedies are available:

(1) (A) If the successor agency cannot promptly recover the funds that have been transferred to another public agency without an enforceable obligation as described in paragraphs (2) and (3) of subdivision (c) of Section 34179.5, the funds may be recovered through an offset of sales and use tax or property tax allocations to the local agency to which the funds were transferred. To recover such funds, the Department of Finance may order the State Board of Equalization to make an offset pursuant to subdivision (a) of Section 34179.8. If the Department of Finance does not order a sales tax offset, the county auditor-controller may reduce the property tax allocations to any local agency in the county that fails to repay funds pursuant to subdivision (c) of Section 34179.8.

(B) The county auditor-controller and the department shall each have the authority to demand the return of funds improperly spent or transferred to a private person or other private entity. If funds

are not repaid within 60 days, they may be recovered through any lawful means of collection and are subject to a ten percent penalty plus interest at the rate charged for late personal income tax payments from the date the improper payment was made to the date the money is repaid.

(C) If the city, county, or city and county that created the former redevelopment agency is also performing the duties of the successor agency, the Department of Finance may order an offset to the distribution provided to the sales and use tax revenue to that agency pursuant to subdivision (a) of Section 34179.8. This offset shall be equal to the amount the successor fails to remit pursuant to subdivision (f). If the Department of Finance does not order a sales tax offset, the county auditor-controller may reduce the property tax allocations of the city, county, or city and county that created the former redevelopment agency pursuant to subdivision (c) of Section 34179.8.

(D) The department and the county auditor-controller shall coordinate their actions undertaken pursuant to this paragraph.

(2) Alternatively or in addition to the remedies provided in paragraph (1), the department may direct the county auditor-controller to deduct the unpaid amount from future allocations of property tax to the successor agency under Section 34183 until the amount of payment required pursuant to subdivision (d) is accomplished.

(3) If the Department of Finance determines that payment of the full amount required under subdivision (d) is not currently feasible or would jeopardize the ability of the successor agency to pay enforceable obligations in a timely manner, it may agree to an installment payment plan.

(i) (1) If a legal action contesting a withholding effectuated by the State Board of Equalization pursuant to subparagraphs (B), (C), or (B) and (C) of paragraph (2) of subdivision (b) of Section 34183.5 is successful and results in a final judicial determination, the court shall order the state to pay to the prevailing party a penalty equal to a percentage of the amount of funds found by the court to be improperly withheld, as provided in Section 34179.8. This percentage shall be equivalent to the number of months the funds have been found by the court to be improperly withheld, not to exceed 10 percent.

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(2) If a legal action contesting an offset effectuated by the State Board of Equalization or the county auditor-controller pursuant to subdivision (h) is successful and results in a final judicial determination, the court shall order the state or the county auditor-controller to pay to the prevailing party a penalty equal to 10 percent of the amount of funds found by the court to be improperly offset, as provided in Section 34179.8.

(i) If a legal challenge to invalidate any provision in subdivision (h) or subparagraph (B) or (C), or subparagraphs (B) and (C) of paragraph (2) of subdivision (b) of Section 34183.5 is successful and results in a final judicial determination, the invalidated provision shall become inoperative and subdivision (i) shall become inoperative with respect to the invalidated provision.

SEC. 19. Section 34179.7 is added to the Health and Safety Code, to read:

34179.7. Upon full payment of the amounts determined in subdivision (d) or (e) of Section 34179.6 as reported by the county auditor-controller pursuant to subdivision (g) of Section 34179.6 and of any amounts due as determined by Section 34183.5, or upon a final judicial determination of the amounts due and confirmation that those amounts have been paid by the county auditor-controller, the department shall issue, within five business days, a finding of completion of the requirements of Section 34179.6 to the successor agency.

SEC. 20. Section 34179.8 is added to the Health and Safety Code, to read:

34179.8. (a) If an offset or withholding of sales and use tax is ordered by the Department of Finance pursuant to this part, the State Board of Equalization shall reduce the distribution of sales and use taxes collected under Chapter 1 (commencing with Section 7200) of Part 1.5 of Division 2 of the Revenue and Taxation Code to the entity that is the subject of the offset or withholding and shall direct the Controller to issue a warrant in the amount of any offset pursuant to subdivision (h) of Section 34179.6 to the county auditor-controller. The county auditor-controller shall distribute this amount to the taxing entities for the former redevelopment area according to Section 34188.

(b) (1) If a court has issued a final judicial determination or the department determines that some or all of the amount collected through the offset of sales and use tax has been paid by another

means and no additional amount is owed, the court or the department shall notify the State Board of Equalization of that determination. Upon notification, the State Board of Equalization shall reverse the relevant amount of sales and use tax offset, add any penalty payable under subdivision (i) of Section 34179.6, and adjust the next distribution of sales and use tax to the affected local entity by reducing the allocation of tax to the General Fund and increasing the distribution to the local entity by that sum.

(2) The board shall inform the Controller of the reversal of the offset of sales and use tax undertaken pursuant to paragraph (1). The Controller shall send a demand for payment to the county auditor-controller for the amount of the offset reversal, excluding any penalty amount determined by the court pursuant to subdivision (i) of Section 34179.6 to be applicable to the offset. The auditor-controller shall reduce allocations to taxing entities in the next distributions under Section 34188 until the amount of the reversed offset is recovered and shall pay such recovered amounts to the State Controller for deposit in the General Fund.

(c) (1) If an offset of property tax is ordered by the county auditor-controller pursuant to this part, the auditor-controller shall reduce the distribution of property taxes to the entity that is the subject of the offset and shall distribute the amount to the taxing entities for the former redevelopment area according to Section 34188.

(2) If a court has issued a final judicial determination or the department determines that some or all of the amount collected through the offset made pursuant to paragraph (1) has been paid by another means and no additional amount is owed, the court or the department shall notify the county auditor-controller of that determination. Upon notification, the county auditor-controller shall reverse the relevant amount of property tax revenues offset in the next distribution of property tax to the affected local entity by reducing the allocation of tax to the taxing entities of the former redevelopment area under Section 34188 and increasing the distribution of property taxes to the local entity that was subject to the offset.

SEC. 21. Section 34180 of the Health and Safety Code is amended to read:

34180. All of the following successor agency actions shall first be approved by the oversight board:

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(a) The establishment of new repayment terms for outstanding loans where the terms have not been specified prior to the date of this part. *An oversight board shall not have the authority to reestablish loan agreements between the successor agency and the city, county, or city and county that formed the redevelopment agency except as provided in Chapter 9 (commencing with Section 34191.1).*

~~(b) Refunding of outstanding bonds or other debt of the former redevelopment agency by successor agencies in order to provide for savings or to finance debt service spikes; provided, however, that no additional debt is created and debt service is not accelerated.~~

(b) The issuance of bonds or other indebtedness or the pledge or agreement for the pledge of property tax revenues (formerly tax increment prior to the effective date of this part) pursuant to subdivision (a) of Section 34177.5.

(c) Setting aside of amounts in reserves as required by indentures, trust indentures, or similar documents governing the issuance of outstanding redevelopment agency bonds.

(d) Merging of project areas.

(e) Continuing the acceptance of federal or state grants, or other forms of financial assistance from either public or private sources, ~~where~~ *if that* assistance is conditioned upon the provision of matching funds, by the successor entity as successor to the former redevelopment agency, in an amount greater than 5 percent.

(f) (1) If a city, county, or city and county wishes to retain any properties or other assets for future redevelopment activities, funded from its own funds and under its own auspices, it must reach a compensation agreement with the other taxing entities to provide payments to them in proportion to their shares of the base property tax, as determined pursuant to Section 34188, for the value of the property retained.

(2) If no other agreement is reached on valuation of the retained assets, the value will be the fair market value as of the 2011 property tax lien date as determined by ~~the county assessor~~ *an independent appraiser approved by the oversight board.*

(g) Establishment of the Recognized Obligation Payment Schedule.

(h) A request by the successor agency to enter into an agreement with the city, county, or city and county that formed the redevelopment agency that it is succeeding. *An oversight board*

shall not have the authority to reestablish loan agreements between the successor agency and the city, county, or city and county that formed the redevelopment agency except as provided in Chapter 9 (commencing with Section 34191.1). Any actions to reestablish any other agreements that are in furtherance of enforceable obligations, with the city, county, or city and county that formed the redevelopment agency are invalid until they are included in an approved and valid Recognized Obligation Payment Schedule.

(i) A request by a successor agency or taxing entity to pledge, or to enter into an agreement for the pledge of, property tax revenues pursuant to subdivision (b) of Section 34178.

(j) Any document submitted by a successor agency to an oversight board for approval by any provision of this part shall also be submitted to the county administrative officer, the county auditor-controller, and the Department of Finance at the same time that the successor agency submits the document to the oversight board.

SEC. 22. Section 34181 of the Health and Safety Code is amended to read:

34181. The oversight board shall direct the successor agency to do all of the following:

(a) Dispose of all assets and properties of the former redevelopment agency ~~that were funded by tax increment revenues of the dissolved redevelopment agency~~; provided, however, that the oversight board may instead direct the successor agency to transfer ownership of those assets that were constructed and used for a governmental purpose, such as roads, school buildings, parks, *police* and fire stations, *libraries, and local agency administrative buildings,* to the appropriate public jurisdiction pursuant to any existing agreements relating to the construction or use of such an asset. Any compensation to be provided to the successor agency for the transfer of the asset shall be governed by the agreements relating to the construction or use of that asset. Disposal shall be done expeditiously and in a manner aimed at maximizing value. *Asset disposition may be accomplished by a distribution of income to taxing entities proportionate to their property tax share from one or more properties that may be transferred to a public or private agency for management pursuant to the direction of the oversight board.*

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(b) Cease performance in connection with and terminate all existing agreements that do not qualify as enforceable obligations.

(c) Transfer housing ~~responsibilities and all rights, powers, duties, and obligations along with any amounts on deposit in the Low and Moderate Income Housing Fund to the appropriate entity~~ *assets* pursuant to Section 34176.

(d) Terminate any agreement, between the dissolved redevelopment agency and any public entity located in the same county, obligating the redevelopment agency to provide funding for any debt service obligations of the public entity or for the construction, or operation of facilities owned or operated by such public entity, in any instance where the oversight board has found that early termination would be in the best interests of the taxing entities.

(e) Determine whether any contracts, agreements, or other arrangements between the dissolved redevelopment agency and any private parties should be terminated or renegotiated to reduce liabilities and increase net revenues to the taxing entities, and present proposed termination or amendment agreements to the oversight board for its approval. The board may approve any amendments to or early termination of ~~such~~ *those* agreements ~~where~~ *if* it finds that amendments or early termination would be in the best interests of the taxing entities.

(f) All actions taken pursuant to subdivisions (a) and (c) shall be approved by resolution of the oversight board at a public meeting after at least 10 days' notice to the public of the specific proposed actions. The actions shall be subject to review by the Department of Finance pursuant to Section 34179 except that the department may extend its review period by up to 60 days. If the department does not object to an action subject to this section, and if no action challenging an action is commenced within 60 days of the approval of the action by the oversight board, the action of the oversight board shall be considered final and can be relied upon as conclusive by any person. If an action is brought to challenge an action involving title to or an interest in real property, a notice of pendency of action shall be recorded by the claimant as provided in Title 4.5 (commencing with Section 405) of Part 2 of the Code of Civil Procedure within a 60-day period.

SEC. 23. Section 34182 of the Health and Safety Code is amended to read:

34182. (a) (1) The county auditor-controller shall conduct or cause to be conducted an agreed-upon procedures audit of each redevelopment agency in the county that is subject to this part, to be completed by ~~July~~ *October* 1, 2012.

(2) The purpose of the audits shall be to establish each redevelopment agency's assets and liabilities, to document and determine each redevelopment agency's passthrough payment obligations to other taxing ~~agencies~~ *entities*, and to document and determine both the amount and the terms of any indebtedness incurred by the redevelopment agency ~~and certify~~ *pursuant to* the initial Recognized Obligation Payment Schedule.

(3) The county auditor-controller may charge the Redevelopment Property Tax Trust Fund for any costs incurred by the county auditor-controller pursuant to this part.

(b) By ~~July 15~~ *October 5*, 2012, the county auditor-controller shall provide the Controller's office *and the Department of Finance* a copy of all audits performed pursuant to this section. The county auditor-controller shall maintain a copy of all documentation and working papers for use by the Controller.

(c) (1) The county auditor-controller shall determine the amount of property taxes that would have been allocated to each redevelopment agency in the county had the redevelopment agency not been dissolved pursuant to the operation of the act adding this part. These amounts are deemed property tax revenues within the meaning of subdivision (a) of Section 1 of Article XIII A of the California Constitution and are available for allocation and distribution in accordance with the provisions of the act adding this part. The county auditor-controller shall calculate the property tax revenues using current assessed values on the last equalized roll on August 20, pursuant to Section 2052 of the Revenue and Taxation Code, and pursuant to statutory formulas or contractual agreements with other taxing ~~agencies~~ *entities*, as of the effective date of this section, and shall deposit that amount in the Redevelopment Property Tax Trust Fund.

(2) Each county auditor-controller shall administer the Redevelopment Property Tax Trust Fund for the benefit of the holders of former redevelopment agency enforceable obligations and the taxing entities that receive passthrough payments and distributions of property taxes pursuant to this part.

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(3) In connection with the allocation and distribution by the county auditor-controller of property tax revenues deposited in the Redevelopment Property Tax Trust Fund, in compliance with this part, the county auditor-controller shall prepare estimates of amounts *of property tax* to be allocated and distributed~~;~~ *and the amounts of passthrough payments to be made in the upcoming six-month period,* and provide those estimates to both the entities receiving the distributions and the Department of Finance, no later than ~~November~~ *October* 1 and ~~May~~ *April* 1 of each year.

(4) Each county auditor-controller shall disburse proceeds of asset sales or reserve balances, which have been received from the successor entities pursuant to Sections 34177 and 34187, to the taxing entities. In making such a distribution, the county auditor-controller shall utilize the same methodology for allocation and distribution of property tax revenues provided in Section 34188.

(d) By October 1, 2012, the county auditor-controller shall report the following information to the Controller's office and the Director of Finance:

(1) The sums of property tax revenues remitted to the Redevelopment Property Tax Trust Fund related to each former redevelopment agency.

(2) The sums of property tax revenues remitted to each agency under paragraph (1) of subdivision (a) of Section 34183.

(3) The sums of property tax revenues remitted to each successor agency pursuant to paragraph (2) of subdivision (a) of Section 34183.

(4) The sums of property tax revenues paid to each successor agency pursuant to paragraph (3) of subdivision (a) of Section 34183.

(5) The sums paid to each city, county, and special district, and the total amount allocated for schools pursuant to paragraph (4) of subdivision (a) of Section 34183.

(6) Any amounts deducted from other distributions pursuant to subdivision (b) of Section 34183.

(e) A county auditor-controller may charge the Redevelopment Property Tax Trust Fund for the costs of administering the provisions of this part.

(f) The Controller may audit and review any county auditor-controller action taken pursuant to the act adding this part.

As such, all county auditor-controller actions shall not be effective for three business days, pending a request for review by the Controller. In the event that the Controller requests a review of a given county auditor-controller action, he or she shall have 10 days from the date of his or her request to approve the county auditor-controller's action or return it to the county auditor-controller for reconsideration and ~~such~~ *the* county ~~auditor-controller~~ *auditor-controller's* action shall not be effective until approved by the Controller. In the event that the Controller returns the county auditor-controller's action to the county auditor-controller for reconsideration, the county auditor-controller must resubmit the modified action for Controller approval and ~~such~~ *the* modified county ~~auditor-controller~~ *auditor-controller's* action shall not become effective until approved by the Controller.

SEC. 24. Section 34182.5 is added to the Health and Safety Code, to read:

34182.5. A county auditor-controller may review the Recognized Obligation Payment Schedules and object to the inclusion of any items that are not demonstrated to be enforceable obligations and may object to the funding source proposed for any items. This review may take place prior to the submission of the Recognized Obligation Payment Schedule to the oversight board or subsequent to oversight board action. The county auditor-controller shall promptly transmit notice of any of those objections to the successor agency, the oversight board, and the Department of Finance. Notice shall be given at least 60 days prior to an allocation date specified in Section 34183, except that for the January 1, 2013 to June 30, 2013 Recognized Obligation Payment Schedule, notice shall be given no later than October 1, 2012. If an oversight board disputes the finding of the county auditor-controller, it may refer the matter to the Department of Finance for a determination of what will be approved for inclusion in the Recognized Obligation Payment Schedule.

SEC. 25. Section 34183 of the Health and Safety Code is amended to read:

34183. (a) Notwithstanding any other law, from February 1, 2012, to July 1, 2012, and for each fiscal year thereafter, the county auditor-controller shall, after deducting administrative costs allowed under Section 34182 and Section 95.3 of the Revenue and

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Taxation Code, allocate moneys in each Redevelopment Property Tax Trust Fund as follows:

(1) Subject to any prior deductions required by subdivision (b), first, the county auditor-controller shall remit from the Redevelopment Property Tax Trust Fund to each local agency and school entity an amount of property tax revenues in an amount equal to that which would have been received under Section 33401, 33492.140, 33607, 33607.5, 33607.7, or 33676, as those sections read on January 1, 2011, or pursuant to any passthrough agreement between a redevelopment agency and a taxing ~~jurisdiction~~ *entity* that was entered into prior to January 1, 1994, that would be in force during that fiscal year, had the redevelopment agency existed at that time. The amount of the payments made pursuant to this paragraph shall be calculated solely on the basis of passthrough payment obligations, existing prior to the effective date of this part and continuing as obligations of successor entities, shall occur no later than May 16, 2012, and no later than June 1, 2012, and each January ~~16~~ *2* and June 1 thereafter. Notwithstanding subdivision (e) of Section 33670, that portion of the taxes in excess of the amount identified in subdivision (a) of Section 33670, which are attributable to a tax rate levied by a taxing ~~agency~~ *entity* for the purpose of producing revenues in an amount sufficient to make annual repayments of the principal of, and the interest on, any bonded indebtedness for the acquisition or improvement of real property shall be allocated to, and when collected shall be paid into, the fund of that taxing ~~agency~~ *entity. The amount of passthrough payments computed pursuant to this section, including any passthrough agreements, shall be computed as though the requirement to set aside funds for the Low and Moderate Income Housing Fund was still in effect.*

(2) Second, on ~~May 16, 2012, and~~ June 1, 2012, and each January ~~16~~ *2* and June 1 thereafter, to each successor agency for payments listed in its Recognized Obligation Payment Schedule for the six-month fiscal period beginning January 1, 2012, ~~or~~ *and* July 1, 2012, and each January ~~16~~ *2* and June 1 thereafter, in the following order of priority:

(A) Debt service payments scheduled to be made for tax allocation bonds.

(B) Payments scheduled to be made on revenue bonds, but only to the extent the revenues pledged for them are insufficient to make

the payments and only ~~where~~ *if* the agency's tax increment revenues were also pledged for the repayment of the bonds.

(C) Payments scheduled for other debts and obligations listed in the Recognized Obligation Payment Schedule that are required to be paid from former tax increment revenue.

(3) Third, on ~~May 16, 2012, and~~ June 1, 2012, and each January ~~16~~ *2* and June 1 thereafter, to each successor agency for the administrative cost allowance, as defined in Section 34171, for administrative costs set forth in an approved administrative budget for those payments required to be paid from former tax increment revenues.

(4) Fourth, on ~~May 16, 2012, and~~ June 1, 2012, and each January ~~16~~ *2* and June 1 thereafter, any moneys remaining in the Redevelopment Property Tax Trust Fund after the payments and transfers authorized by paragraphs (1) to (3), inclusive, shall be distributed to local agencies and school entities in accordance with Section 34188.

(b) If the successor agency reports, no later than April 1, 2012, and May 1, 2012, and each December 1 and May 1 thereafter, to the county auditor-controller that the total amount available to the successor agency from the Redevelopment Property Tax Trust Fund allocation to that successor agency's Redevelopment Obligation Retirement Fund, from other funds transferred from each redevelopment agency, and from funds that have or will become available through asset sales and all redevelopment operations, are insufficient to fund the payments required by paragraphs (1) to (3), inclusive, of subdivision (a) in the next six-month fiscal period, the county auditor-controller shall notify the Controller and the Department of Finance no later than 10 days from the date of that notification. The county auditor-controller shall verify whether the successor agency will have sufficient funds from which to service debts according to the Recognized Obligation Payment Schedule and shall report the findings to the Controller. If the Controller concurs that there are insufficient funds to pay required debt service, the amount of the deficiency shall be deducted first from the amount remaining to be distributed to taxing entities pursuant to paragraph (4), and if that amount is exhausted, from amounts available for distribution for administrative costs in paragraph (3). If an agency, pursuant to the provisions of Section 33492.15, 33492.72, 33607.5, 33671.5,

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33681.15, or 33688~~;~~ *or as expressly provided in a passthrough agreement entered into pursuant to Section 33401,* made passthrough payment obligations subordinate to debt service payments required for enforceable obligations, funds for servicing bond debt may be deducted from the amounts for passthrough payments under paragraph (1), as provided in those sections, but only to the extent that the amounts remaining to be distributed to taxing entities pursuant to paragraph (4) and the amounts available for distribution for administrative costs in paragraph (3) have all been exhausted.

(c) The county treasurer may loan any funds from the county treasury *to the Redevelopment Property Tax Trust Fund of the successor agency for the purpose of paying an item approved on the Recognized Obligation Payment Schedule at the request of the Department of Finance* that are necessary to ensure prompt payments of redevelopment agency debts. *An enforceable obligation is created for repayment of those loans.*

(d) The Controller may recover the costs of audit and oversight required under this part from the Redevelopment Property Tax Trust Fund by presenting an invoice therefor to the county auditor-controller who shall set aside sufficient funds for and disburse the claimed amounts prior to making the next distributions to the taxing ~~jurisdictions~~ *entities* pursuant to Section 34188. Subject to the approval of the Director of Finance, the budget of the Controller may be augmented to reflect the reimbursement, pursuant to Section 28.00 of the Budget Act.

(e) Within 10 days of each distribution of property tax, the county auditor-controller shall provide a report to the department regarding the distribution for each successor agency that includes information on the total available for allocation, the passthrough amounts and how they were calculated, the amounts distributed to successor agencies, and the amounts distributed to taxing entities in a manner and form specified by the department. This reporting requirement shall also apply to distributions required under subdivision (b) of Section 34183.5.

SEC. 26. Section 34183.5 is added to the Health and Safety Code, to read:

34183.5. (a) The Legislature hereby finds and declares that due to the delayed implementation of this part due to the California Supreme Court's ruling in the case California Redevelopment

Association v. Matosantos et al. (2011) 53 Cal.4th 231, some disruption to the intended application of this part and other law with respect to passthrough payments may have occurred.

(1) If a redevelopment agency or successor agency did not pay any portion of an amount owed for the 2011–12 fiscal year to an affected taxing entity pursuant to Section 33401, 33492.140, 33607, 33607.5, 33607.7, or 33676, or pursuant to any passthrough agreement entered into before January 1, 1994, between a redevelopment agency and an affected taxing entity, and to the extent the county auditor-controller did not remit the amounts owed for passthrough payments during the 2011–12 fiscal year, the county auditor-controller shall make the required payments to the taxing entities owed passthrough payments and shall reduce the amounts to which the successor agency would otherwise be entitled pursuant to paragraph (2) of subdivision (a) of Section 34183 at the next allocation of property tax under this part, subject to the provisions of subdivision (b) of Section 34183. If the amount of available property tax allocation to the successor agency is not sufficient to make the required payment, the county auditor-controller shall continue to reduce allocations to the successor agency under paragraph (2) of subdivision (a) of Section 34183 until the time that the owed amount is fully paid. Alternately, the county auditor-controller may accept payment from the successor agency's reserve funds for payments of passthrough payments owed as defined in this subdivision.

(2) If a redevelopment agency did not pay any portion of the amount owed for the 2011–12 fiscal year to an affected taxing entity pursuant to Section 33401, 33492.140, 33607, 33607.5, 33607.7, or 33676, or pursuant to any passthrough agreement entered into before January 1, 1994, between a redevelopment agency and an affected taxing entity, but the county auditor-controller did pay the difference that was owing, the auditor controller shall deduct from the next allocation of property tax to the successor agency under paragraph (2) of subdivision (a) of Section 34183, the amount of the payment made on behalf of the successor agency by the county auditor-controller, not to exceed one-half the amount of passthrough payments owed for the 2011–12 fiscal year. If the amount of available property tax allocation to the successor agency is not sufficient to make the required deduction, the county auditor-controller shall continue

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to reduce allocations to the successor agency under paragraph (2) of subdivision (a) of Section 34183 until the time that the amount is fully deducted. Alternatively, the auditor-controller may accept payment from the successor agency's reserve funds for deductions of passthrough payments owed as defined in this subdivision. Amounts reduced from successor agency payments under this paragraph are available for the purposes of paragraphs (2) to (4), inclusive, of subdivision (a) of Section 34183 for the six-month period for which the property tax revenues are being allocated.

(b) In recognition of the fact that county auditor-controllers were unable to make the payments required by paragraph (4) of subdivision (a) of Section 34183 for the period January 1, 2012, through June 30, 2012, on January 16, 2012, due to the California Supreme Court's ruling in the case of California Redevelopment Association v. Matosantos (2011) 53 Cal.4th 231, in addition to taking the actions specified in Section 34183 with respect to the June 1 property tax allocations, county auditor-controllers should have made allocations as provided in paragraph (1).

(1) From the allocations made on June 1, 2012, for the Recognized Obligation Payment Schedule covering the period July 1, 2012, through December 31, 2012, deduct from the amount that otherwise would be deposited in the Redevelopment Property Tax Trust Fund on behalf of the successor agency an amount equivalent to the amount that each affected taxing entity was entitled to pursuant to paragraph (4) of subdivision (a) of Section 34183 for the period January 1, 2012, through June 30, 2012. The amount to be retained by taxing entities pursuant to paragraph (4) of subdivision (a) of Section 34183 for the January 1, 2012, through June 30, 2012, period is determined based on the Recognized Obligation Payment Schedule approved by the Department of Finance pursuant to subdivision (h) of Section 34179 and any amount determined to be owed pursuant to subdivision (b). Any amounts so computed shall not be offset by any shortages in funding for recognized obligations for the period covering July 1, 2012, through December 31, 2012.

(2) (A) If an affected taxing entity has not received the full amount to which it was entitled pursuant to paragraph (4) of subdivision (a) of Section 34183 of the property tax distributed for the period January 1, 2012, through June 30, 2012, and

paragraph (1), no later than July 9, 2012, the county auditor-controller shall determine the amount, if any, that is owed by each successor agency to taxing entities and send a demand for payment from the funds of the successor agency for the amount owed to taxing entities if it has distributed the June 1, 2012, allocation to the successor agencies. No later than July 12, 2012, successor agencies shall make payment of the amounts demanded to the county auditor-controller for deposit into the Redevelopment Property Tax Trust Fund and subsequent distribution to taxing entities. No later than July 16, 2012, the county auditor-controller shall make allocations of all money received by that date from successor agencies in amounts owed to taxing entities under this paragraph to taxing entities in accordance with Section 34183. The county auditor-controller shall make allocations of any money received after that date under this paragraph within five business days of receipt. These duties are not discretionary and shall be carried out with due diligence.

(B) If a county auditor-controller fails to determine the amounts owed to taxing entities and present a demand for payment by July 9, 2012, to the successor agencies, the Department of Finance or any affected taxing entity may request a writ of mandate to require the county auditor-controller to immediately perform this duty. Such actions may be filed only in the County of Sacramento and shall have priority over other civil matters. Any county in which the county auditor-controller fails to perform the duties under this paragraph shall be subject to a civil penalty of 10 percent of the amount owed to taxing entities plus 1.5 percent of the amount owed to taxing entities for each month that the duties are not performed. The civil penalties shall be payable to the taxing entities under Section 34183. Additionally, any county in which the county auditor-controller fails to make the required determinations and demands for payment under this paragraph by July 9, 2012, or fails to distribute the full amount of funds received from successor agencies as required by this paragraph shall not receive the distribution of sales and use tax scheduled for July 18, 2012, or any subsequent payment, up to the amount owed to taxing entities, until the county auditor-controller performs the duties required by this paragraph.

(C) If a successor agency fails to make the payment demanded under subparagraph (A) by July 12, 2012, the Department of

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Finance or any affected taxing entity may file for a writ of mandate to require the successor agency to immediately make this payment. Such actions may be filed only in the County of Sacramento and shall have priority over other civil matters. Any successor agency that fails to make payment by July 12, 2012, under this paragraph shall be subject to a civil penalty of 10 percent of the amount owed to taxing entities plus one and one-half percent of the amount owed to taxing entities for each month that the payments are not made. Additionally, the city or county or city and county that created the redevelopment agency shall also be subject to a civil penalty of 10 percent of the amount owed to taxing entities plus 1.5 percent of the amount owed to taxing entities for each month the payment is late. The civil penalties shall be payable to the taxing entities under Section 34183. If the Department of Finance finds that the imposition of penalties will jeopardize the payment of enforceable obligations it may request the court to waive some or all of the penalties. A successor agency that does not pay the amount required under this subparagraph by July 12, 2012, shall not pay any obligations other than bond debt service until full payment is made to the county auditor-controller. Additionally, any city, county or city and county that created the redevelopment agency that fails to make the required payment under this paragraph by July 12, 2012, shall not receive the distribution of sales and use tax scheduled for July 18, 2012, or any subsequent payment, up to the amount owed to taxing entities, until the payment required by this paragraph is made.

(D) The Legislature hereby finds and declares that time is of the essence. Funds that should have been received and were expected and spent in anticipation of receipt by community colleges, schools, counties, cities, and special districts have not been received resulting in significant fiscal impact to the state and taxing entities. Continued delay and uncertainly whether funds will be received warrants the availability of extraordinary relief as authorized herein.

(3) If an affected taxing entity has not received the full amount to which it was entitled pursuant to paragraph (4) of subdivision (a) of Section 34183 for the period January 1, 2012, through June 30, 2012, and paragraph (1), the county auditor-controller shall reapply the provisions of paragraph (1) to each subsequent property tax allocation until such time as the affected taxing entity

has received the full amount to which it was entitled pursuant to paragraph (4) of subdivision (a) of Section 34183 for the period January 1, 2012, through June 30, 2012.

SEC. 27. Section 34185 of the Health and Safety Code is amended to read:

34185. Commencing on ~~May 16, 2012~~ *June 1, 2012*, and on each January ~~16~~ *2* and June 1 thereafter, the county auditor-controller shall transfer, from the Redevelopment Property Tax Trust Fund of each successor agency into the Redevelopment Obligation Retirement Fund of that agency, an amount of property tax revenues equal to that specified in the Recognized Obligation Payment Schedule for that successor agency as payable from the Redevelopment Property Tax Trust Fund subject to the limitations of ~~Sections 34173 and~~ *subdivision (l) of Section 34177 and Section* 34183.

SEC. 28. Section 34186 of the Health and Safety Code is amended to read:

34186. *(a)* Differences between actual payments and past estimated obligations on recognized obligation payment schedules ~~must~~ *shall* be reported in subsequent recognized obligation payment schedules and shall adjust the amount to be transferred to the Redevelopment Obligation Retirement Fund pursuant to this part. These estimates and accounts shall be subject to audit by county auditor-controllers and the Controller.

(b) Differences between actual passthrough obligations and property tax amounts and the amounts used by the county auditor-controller in determining the amounts to be allocated under Sections 34183 and 34188 for a prior six-month period shall be applied as adjustments to the property tax and passthrough amounts in subsequent periods as they become known. County auditor-controllers shall not delay payments under this part to successor agencies or taxing entities based on pending transactions, disputes, or for any other reason, other than a court order, and shall use the Recognized Obligation Payment Schedule approved by the Department of Finance and the most current data for passthroughs and property tax available prior to the statutory distribution dates to make the allocations required on the dates required.

SEC. 29. Section 34187 of the Health and Safety Code is amended to read:

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34187. *(a) (1)* Commencing May 1, 2012, whenever a recognized obligation that had been identified in the Recognized Payment Obligation Schedule is paid off or retired, either through early payment or payment at maturity, the county auditor-controller shall distribute to the taxing entities, in accordance with the provisions of the Revenue and Taxation Code, all property tax revenues that were associated with the payment of the recognized obligation.

(2) Notwithstanding paragraph (1), the Department of Finance may authorize a successor agency to retain property tax that otherwise would be distributed to affected taxing entities pursuant to this subdivision, to the extent the department determines the successor agency requires those funds for the payment of enforceable obligations. Upon making a determination, the department shall provide the county auditor-controller with information detailing the amounts that it has authorized the successor agency to retain. Upon determining the successor agency no longer requires additional funds pursuant to this subdivision, the department shall notify the successor agency and the county auditor-controller. The county auditor-controller shall then distribute the funds in question to the affected taxing entities in accordance with the provisions of the Revenue and Taxation Code.

(b) When all of the debt of a redevelopment agency has been retired or paid off, the successor agency shall dispose of all remaining assets and terminate its existence within one year of the final debt payment. When the successor agency is terminated, all passthrough payment obligations shall cease and no property tax shall be allocated to the Redevelopment Property Tax Trust Fund for that agency.

SEC. 30. Section 34188 of the Health and Safety Code is amended to read:

34188. For all distributions of property tax revenues and other moneys pursuant to this part, the distribution to each taxing entity shall be in an amount proportionate to its share of property tax revenues in the tax rate area in that fiscal year, as follows:

(a) (1) For distributions from the Redevelopment Property Tax Trust Fund, the share of each taxing entity shall be applied to the amount of property tax available in the Redevelopment Property Tax Trust Fund after deducting the amount of any distributions under paragraphs (2) and (3) of subdivision (a) of Section 34183.

(2) For each taxing entity that receives passthrough payments, that agency shall receive the amount of any passthrough payments identified under paragraph (1) of subdivision (a) of Section 34183, in an amount not to exceed the amount that it would receive pursuant to this section in the absence of the passthrough agreement. However, to the extent that the passthrough payments received by the taxing entity are less than the amount that the taxing entity would receive pursuant to this section in the absence of a passthrough agreement, the taxing entity shall receive an additional payment that is equivalent to the difference between those amounts.

(b) Property tax shares of local agencies shall be determined based on property tax allocation laws in effect on the date of distribution, without the revenue exchange amounts allocated pursuant to Section 97.68 of the Revenue and Taxation Code, and without the property taxes allocated pursuant to Section 97.70 of the Revenue and Taxation Code.

(c) The total school share, including passthroughs, shall be the share of the property taxes that would have been received by school entities, as defined in subdivision (f) of Section 95 of the Revenue and Taxation Code, in the jurisdictional territory of the former redevelopment agency, including, but not limited to, the amounts specified in Sections 97.68 and 97.70 of the Revenue and Taxation Code.

(d) This section shall not be construed to increase any allocations of excess, additional, or remaining funds that would otherwise have been allocated to cities, counties, cities and counties, or special districts pursuant to clause (i) of subparagraph (B) of paragraph (4) of subdivision (d) of Section 97.2, clause (i) of subparagraph (B) of paragraph (4) of subdivision (d) of Section 97.3, or Article 4 (commencing with Section 98) of Chapter 6 of Part 0.5 of Division 1, of the Revenue and Taxation Code, had this section not been enacted.

SEC. 31. Section 34189 of the Health and Safety Code is amended to read:

34189. (a) Commencing on the effective date of this part, all provisions of the Community Redevelopment Law that depend on the allocation of tax increment to redevelopment agencies, including, but not limited to, Sections 33445, 33640, 33641, 33645, and subdivision (b) of Section 33670, shall be inoperative, except

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as those sections apply to a redevelopment agency operating pursuant to Part 1.9 (commencing with Section 34192).

~~(b) The California Law Revision Commission shall draft a Community Redevelopment Law cleanup bill for consideration by the Legislature no later than January 1, 2013.~~

~~(c)~~

(b) To the extent that a provision of Part 1 (commencing with Section 33000), Part 1.5 (commencing with Section 34000), Part 1.6 (commencing with Section 34050), and Part 1.7 (commencing with Section 34100) conflicts with this part, the provisions of this part shall control. Further, if a provision of Part 1 (commencing with Section 33000), Part 1.5 (commencing with Section 34000), Part 1.6 (commencing with Section 34050), or Part 1.7 (commencing with Section 34100) provides an authority that the act adding this part is restricting or eliminating, the restriction and elimination provisions of the act adding this part shall control.

~~(d)~~

(c) It is intended that the provisions of this part shall be read in a manner as to avoid duplication of payments.

SEC. 32. Section 34189.1 is added to the Health and Safety Code, to read:

34189.1. No party, public or private, may pursue, nor does a court have jurisdiction over, a validation action with respect to any action of a redevelopment agency or a successor agency to a redevelopment agency that took place on or after January 1, 2011, unless the Department of Finance and the Controller, representing interests of the State of California and each of the taxing entities who could be affected financially by the action, has been properly noticed. All actions shall be filed in the County of Sacramento.

SEC. 33. Section 34189.2 is added to the Health and Safety Code, to read:

34189.2. A successor agency or any party to an enforceable obligation as defined under this part shall properly notice the state with respect to a validation action involving any enforceable obligation or matter of title to an asset that belonged to a redevelopment agency. For such an action to be properly filed, both the Controller and the Director of Finance shall be noticed and actions shall be filed in the County of Sacramento.

SEC. 34. Section 34189.3 is added to the Health and Safety Code, to read:

34189.3. An action contesting any act taken or determinations or decisions made pursuant to this part or Part 1.8 (commencing with Section 34161) may be brought in superior court and shall be filed in the County of Sacramento.

SEC. 35. Chapter 9 (commencing with Section 34191.1) is added to Part 1.85 of Division 24 of the Health and Safety Code, to read:

CHAPTER 9. POSTCOMPLIANCE PROVISIONS

34191.1. The provisions of this chapter shall apply to a successor agency upon that agency's receipt of a finding of completion by the Department of Finance pursuant to Section 34179.7.

34191.3. Notwithstanding Section 34191.1, the requirements specified in subdivision (e) of Section 34177 and subdivision (a) of Section 34181 shall be suspended, except as those provisions apply to the transfers for governmental use, until the Department of Finance has approved a long-range property management plan pursuant to subdivision (b) of Section 34191.5, at which point the plan shall govern, and supersede all other provisions relating to, the disposition and use of the real property assets of the former redevelopment agency. If the department has not approved a plan by January 1, 2015, subdivision (e) of Section 34177 and subdivision (a) of Section 34181 shall be operative with respect to that successor agency.

34191.4. The following provisions shall apply to any successor agency that has been issued a finding of completion by the Department of Finance:

(a) All real property and interests in real property identified in subparagraph (C) of paragraph (5) of subdivision (c) of Section 34179.5 shall be transferred to the Community Redevelopment Property Trust Fund of the successor agency upon approval by the Department of Finance of the long-range property management plan submitted by the successor agency pursuant to subdivision (b) of Section 34191.7 unless that property is subject to the requirements of any existing enforceable obligation.

(b) (1) Notwithstanding subdivision (d) of Section 34171, upon application by the successor agency and approval by the oversight board, loan agreements entered into between the redevelopment

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agency and the city, county, or city and county that created by the redevelopment agency shall be deemed to be enforceable obligations provided that the oversight board makes a finding that the loan was for legitimate redevelopment purposes.

(2) If the oversight board finds that the loan is an enforceable obligation, the accumulated interest on the remaining principal amount of the loan shall be recalculated from origination at the interest rate earned by funds deposited into the Local Agency Investment Fund. The loan shall be repaid to the city, county, or city and county in accordance with a defined schedule over a reasonable term of years at an interest rate not to exceed the interest rate earned by funds deposited into the Local Agency Investment Fund. The annual loan repayments provided for in the recognized obligations payment schedules shall be subject to all of the following limitations:

(A) Loan repayments shall not be made prior to the 2013–14 fiscal year. Beginning in the 2013–14 fiscal year, the maximum repayment amount authorized each fiscal year for repayments made pursuant to this subdivision and paragraph (7) of subdivision (e) of Section 34176 combined shall be equal to one-half of the increase between the amount distributed to the taxing entities pursuant to paragraph (4) of subdivision (a) of Section 34183 in that fiscal year and the amount distributed to taxing entities pursuant to that paragraph in the 2012–13 base year. Loan or deferral repayments made pursuant to this subdivision shall be second in priority to amounts to be repaid pursuant to paragraph (7) of subdivision (e) of Section 34176.

(B) Repayments received by the city, county or city and county that formed the redevelopment agency shall first be used to retire any outstanding amounts borrowed and owed to the Low and Moderate Income Housing Fund of the former redevelopment agency for purposes of the Supplemental Educational Revenue Augmentation Fund and shall be distributed to the Low and Moderate Income Housing Asset Fund established by subdivision (d) of Section 34176.

(C) Twenty percent of any loan repayment shall be deducted from the loan repayment amount and shall be transferred to the Low and Moderate Income Housing Asset Fund, after all outstanding loans from the Low and Moderate Income Housing

Fund for purposes of the Supplemental Educational Revenue Augmentation Fund have been paid.

(c) (1) Bond proceeds derived from bonds issued on or before December 31, 2010, shall be used for the purposes for which the bonds were sold.

(2) (A) Notwithstanding Section 34177.3 or any other conflicting provision of law, bond proceeds in excess of the amounts needed to satisfy approved enforceable obligations shall thereafter be expended in a manner consistent with the original bond covenants. Enforceable obligations may be satisfied by the creation of reserves for projects that are the subject of the enforceable obligation and that are consistent with the contractual obligations for those projects, or by expending funds to complete the projects. An expenditure made pursuant to this paragraph shall constitute the creation of excess bond proceeds obligations to be paid from the excess proceeds. Excess bond proceeds obligations shall be listed separately on the Recognized Obligation Payment Schedule submitted by the successor agency.

(B) If remaining bond proceeds cannot be spent in a manner consistent with the bond covenants pursuant to subparagraph (A), the proceeds shall be used to defease the bonds or to purchase those same outstanding bonds on the open market for cancellation.

34191.5. (a) There is hereby established a Community Redevelopment Property Trust Fund, administered by the successor agency, to serve as the repository of the former redevelopment agency's real properties identified in subparagraph (C) of paragraph (5) of subdivision (c) of Section 34179.5.

(b) The successor agency shall prepare a long-range property management plan that addresses the disposition and use of the real properties of the former redevelopment agency. The report shall be submitted to the oversight board and the Department of Finance for approval no later than six months following the issuance to the successor agency of the finding of completion.

(c) The long-range property management plan shall do all of the following:

(1) Include an inventory of all properties in the trust. The inventory shall consist of all of the following information:

(A) The date of the acquisition of the property and the value of the property at that time, and an estimate of the current value of the property.

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(B) The purpose for which the property was acquired.

(C) Parcel data, including address, lot size, and current zoning in the former agency redevelopment plan or specific, community, or general plan.

(D) An estimate of the current value of the parcel including, if available, any appraisal information.

(E) An estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds.

(F) The history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts.

(G) A description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency.

(H) A brief history of previous development proposals and activity, including the rental or lease of property.

(2) Address the use or disposition of all of the properties in the trust. Permissible uses include the retention of the property for governmental use pursuant to subdivision (a) of Section 34181, the retention of the property for future development, the sale of the property, or the use of the property to fulfill an enforceable obligation. The plan shall separately identify and list properties in the trust dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation. With respect to the use or disposition of all other properties, all of the following shall apply:

(A) If the plan directs the use or liquidation of the property for a project identified in an approved redevelopment plan, the property shall transfer to the city, county, or city and county.

(B) If the plan directs the liquidation of the property or the use of revenues generated from the property, such as lease or parking revenues, for any purpose other than to fulfill an enforceable obligation or other than that specified in subparagraph (A), the proceeds from the sale shall be distributed as property tax to the taxing entities.

(C) Property shall not be transferred to a successor agency, city, county, or city and county, unless the long-range property management plan has been approved by the oversight board and the Department of Finance.

SEC. 36. The Legislature finds and declares as follows:

(a) Certain provisions of Assembly Bill 26 of the 2011–12 First Extraordinary Session of 2011 (Ch. 5, 2011–12 First Ex. Sess.) are internally inconsistent, or uncertain in their meaning, with regard to the calculation of the amount to be paid by a county auditor-controller from the Redevelopment Property Tax Trust Fund to meet passthrough payment obligations to local agencies and school entities.

(b) Consistent with the statement in Section 34183 of the Health and Safety Code, as added by the measure identified in subdivision (a), that the provisions of that section are to apply "[n]otwithstanding any other law," it was the intent of the Legislature in enacting that measure that the amount of the passthrough payments that are addressed by that section be determined in the manner specified by paragraph (1) of subdivision (a) of Section 34183 of the Health and Safety Code, and that the amount so calculated not be reduced or adjusted pursuant to the operation of any other provision of that measure.

SEC. 37. If any provision of this act or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this act which can be given effect without the invalid provision or application and to this end, the provisions of this act are severable.

SEC. 38. There is hereby appropriated up to twenty-two million dollars ($22,000,000) from the General Fund, for allocation to departments by the Director of Finance in furtherance of the objectives of this act. Up to two million dollars ($2,000,000) of this amount may be allocated to the Director of the Trial Court Trust Fund for allocation by the Administrative Office of the Courts to the Superior Court of California, County of Sacramento for work associated with Part 1.85 (commencing with Section 34170) of Division 24 of the Health and Safety Code. An allocation of funds approved by the Director of Finance under this item shall become effective no sooner than 30 days after the director files written notification thereof with the Chairperson of the Joint Legislative Budget Committee, and the chairpersons of the fiscal committees in each house of the Legislature, or no sooner than any lesser time the chairperson of the joint committee, or his or her designee, may in each instance determine.

MV00175452

1 *SEC. 39. No reimbursement is required by this act pursuant*
2 *to Section 6 of Article XIII B of the California Constitution because*
3 *this act provides for offsetting savings to local agencies or school*
4 *districts that result in no net costs to the local agencies or school*
5 *districts, within the meaning of Section 17556 of the Government*
6 *Code.*
7 *SEC. 40. This act is a bill providing for appropriations related*
8 *to the Budget Bill within the meaning of subdivision (e) of Section*
9 *12 of Article IV of the California Constitution, has been identified*
10 *as related to the budget in the Budget Bill, and shall take effect*
11 *immediately.*
12 ~~SECTION 1. It is the intent of the Legislature to enact statutory~~
13 ~~changes relating to the Budget Act of 2012.~~

O

98

Item No. A.24

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MV00175454

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council acting in their capacity as City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: August 28, 2012

TITLE: RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING PROPOSED ADMINISTRATIVE BUDGET FOR THE PERIOD OF JANUARY 1, 2013 TO JUNE 30, 2013

RECOMMENDED ACTION

Staff recommends that the City Council acting in their capacity as Board Members as City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley:

1. Adopt Resolution No. 2012-72 approving the proposed Administrative Budget for the period of January 1, 2013 to June 30, 2013;

2. Authorize the Executive Director or his designee to make modifications to the Schedule; and

3. Authorize the transmittal of the proposed Administrative Budget (Exhibit "A") to the Oversight Board for review and approval.

BACKGROUND

The City of Moreno Valley is the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley pursuant to Part 1.85 of Division 24 of the Health and Safety Code. As Successor Agency, the City is responsible for winding down the

affairs of the redevelopment agency including preparing a proposed administrative budget for the six-month period, and submits to the Oversight Board for approval.

The Administrative Budget is to include: (1) estimated amounts for successor agency administrative costs for the six-month fiscal period; (2) proposed sources of payment for the items identified in item (1); and (3) proposals for arrangements for administrative and operations services provided by a city or other entity.

DISCUSSION

The Successor Agency and the Oversight Board are required to adopt administrative budget for the six month period in order to designate the administrative allowance amount to be funded from the distribution of property tax revenues.

Upon approval by the Successor Agency, the proposed administrative budget will be transmitted to the Oversight Board for consideration and approval on August 29, 2012.

SUMMARY

As Successor Agency, the City is responsible for winding down the affairs of the redevelopment agency including disposing of its assets; making payments and performing other obligations, as well as preparing an administrative budget of the Successor Agency. The proposed Administrative Budget for the period of January 1, 2013 to June 30, 2013 will provide the funding for the administrative and operations services for the period.

NOTIFICATION

No public notice is required prior to the City Council taking action on this item. However, the agenda for the meeting during which this item may be considered has been posted in the three locations that have been designated for the posting of City Council agendas.

ALTERNATIVES

1. Adopt the attached resolution, which approves the proposed Administrative Budget the period of January 1, 2013 to June 30, 2013, authorizing the Executive Director or his designee to make modifications thereto, and authorizing the transmittal of the certified Schedule to the Oversight Board for review and approval. *Staff recommends this alternative because it allows the City serving as the Successor Agency to make required debt service payments in accordance with the State legislation.*

2. Decline to adopt the attached resolution which would not allow the City, acting as the Successor Agency, to maintain the operations, and fulfill debt obligations of the former RDA as required by law. *Staff does not recommend this alternative.*

FISCAL IMPACT

The Successor Agency has incurred and will incur administrative expenses in the preparation of the materials being presented to the Oversight Board. The Successor Agency will request from to the County-Auditor Controller the costs related to administration of the Successor Agency. The Administrative Budget, as prepared by Successor Agency staff, reflects the current estimates for anticipated costs in the views of Successor Agency staff. Costs are as estimated in the proposed Administrative Budget submitted with this report.

ATTACHMENTS/EXHIBITS

Attachment A - Resolution No. 2012-72
Exhibit A - Proposed Administrative Budget for January 1, 2013 through June 30, 2013.

Prepared By:
Annie Clark
Sr. Financial Analyst

Department Head Approval:
Barry Foster
Community & Economic
Development Director

Concurred by:
Dante Hall
Redevelopment & Neighborhood Programs Administrator

Concurred by:
Richard Teichert
Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00175458

RESOLUTION NO. 2012-72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY SERVING AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE PROPOSED ADMINISTRATIVE BUDGET AND AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO MAKE MODIFICATIONS THERETO

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley ("Agency") is a community redevelopment agency organized and existing under the California Community Redevelopment Law, Health and Safety Code Sections 33000, *et seq.* ("CRL") and has been authorized to transact business and exercise the powers of a redevelopment agency pursuant to action of the City Council ("City Council") of the City of Moreno Valley ("City"); and

WHEREAS, the Agency was established pursuant to the Redevelopment Law. The Agency was activated on February 18, 1986, by City Ordinance No. 50. The City Council adopted and approved the Redevelopment Plan for the Project Area by Ordinance 87-154 of the City on December 29, 1987 (the "Original Plan"), as subsequently amended by Ordinance No. 448 of the City adopted January 10, 1995, Ordinance No. 556 of the City adopted December 14, 1999, and Ordinance No. 732 adopted December 19, 2006 (as so amended, the "Amended Redevelopment Plan", the area of which is referred to herein as the "Project Area"); and

WHEREAS, Parts 1.8, 1.85 and 1.9 of Division 24 of the Health and Safety Code were added to the CRL by ABX1 26 and ABX1 27, which measures purport to become effective immediately. ABX1 26 and ABX1 27, which are trailer bills to the 2011-12 budget bills, were approved by both houses of the Legislature on June 15, 2011 and signed by the Governor on June 28, 2011; and

WHEREAS, Part 1.85 of the CRL ("Part 1.85") provides for the statewide dissolution of all redevelopment agencies, including the Agency, as of October 1, 2011 (which dated has been deemed to be February 1, 2012 pursuant to a decision by the California Supreme Court), and provides that, thereafter, a successor agency to administer the enforceable obligations of the Agency and otherwise wind up the Agency's affairs, all subject to the review and approval by an oversight committee; and

WHEREAS, Part 1.8 of the CRL ("Part 1.8") provides for the restriction of activities and authority of the Agency in the interim period prior to dissolution to certain

"enforceable obligations" and to actions required for the general winding up of affairs, preservation of assets, and certain other goals delineated in Part 1.8; and

WHEREAS, in connection with the implementation of those provisions of ABX1 26, the Health and Safety Code Section 34177(j) provides, in part, that a Successor Agency is to "Prepare a proposed administrative budget and submit it to the oversight board for its approval", and that such administrative budget is to include: (1) estimated amounts for successor agency administrative costs for the upcoming six-month fiscal period; (2) proposed sources of payment for the items identified in item (1); and (3) proposals for arrangements for administrative and operations services provided by a city or other entity; and

WHEREAS, an oversight board, as provided under ABX1 26 ("Oversight Board") has been established for the former Agency;

WHEREAS, pursuant to ABX1 26 and the implementation thereof, the Sucessor Agency desires to adopt an administrative budget for the period covering January 1, 2013 through June 30, 2013 in the form submitted herewith. The proposed administrative budget is attached hereto, marked as Exhibit "A" and are incorporated herein by reference. By this resolution, the City Council, on behalf of the Successor Agency, approves and authorizes the transmittal of the proposed administrative budget to the Oversight Board;

WHEREAS, given the adoption of ABX1 26, the City Council, on behalf of the City acting in its capacity as Successor Agency to the Agency, has duly considered this Resolution and has determined that the adoption of this Resolution is in the best interests of the City, in its capacity as Successor Agency to the Agency, and the health, safety, and welfare of the residents of the City, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, SERVING AS THE SUCCESSOR AGENCY, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The foregoing recitals are incorporated into this resolution by this reference, and constitute a material part of this resolution.

Section 2. That Proposed Administrative Budget (Exhibit "A") is approved for the above-referenced period, together with such augmentation, modification, additions or revisions as the Executive Director of the Successor Agency or his designee may make thereto.

Resolution No. 2012-72
Date Adopted: August 28, 2012

Section 3. The City Clerk shall cause the proposed administrative budget to be transmitted to the Oversight Board.

Section 4. This Resolution shall be effective immediately upon adoption.

Section 5. The City Clerk shall certify to the adoption of this resolution.

APPROVED AND ADOPTED this 28th day of August, 2012.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of the Successor Agency

ATTEST:

_____
City Clerk

APPROVE AS TO FORM:

_____
City Attorney

Resolution No. 2012-72
Date Adopted: August 28, 2012

Resolution Jurat

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-72 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 10th day of April, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

City Clerk

Resolution No. 2012-72
Date Adopted: August 28, 2012

SUCESSOR AGENCY ADMINISTRATIVE BUDGET

79110

Obj. Acct	Sub	Account Description	Period Covering July-December 2012
6100		SALARIES AND BENEFITS	
6110		SALARIES	
6111		Salaries/Exempt	$ 49,201
6114		Salaries/Non-exempt	$ 10,359
6116		Salaries/Part-time	$ 4,380
6111		Salaries Other Staff (temp assigned)	$ 65,427
6124		BENEFITS	$ 17,622
6134		Retirement Plan	$ 271
6136		Annuity Program	$ 903
6138		Medicare Insurance	$ 11,383
6144		Benefit Bank	$ 383
6145		Group Life Insurance	$ 602
6146		ST/ LT Disability	$ 985
6147		Add'l 2, 4, 6% Mgmt Package	$ 1,500
6150		Workers Compensation	$ 4,000
		SALARIES AND BENEFITS	$ 167,015
6253		Audit Services	$ 12,000
6255		Other Profess. Services	$ 25,000
6311		Office Supplies	$ 2,500
6313		Printed Supply	$ 1,430
		OPERATING COSTS	$ 40,930
		TOTALS	$ 207,945

EXHIBIT A

		ROA & Neighborhood Administrator	Sr. Financial Analyst	Sr. Admin Assistant	Sr. Office Assistant	Staff - Temp assigned	Operating Costs	Total		July-Dec 2012 ROPS	Jan-June 2013 ROPS
	Salary Allocation	40%	80%	40%	50%						
	SALARIES										
6111	Salaries/Exempt	37,184	61,218					$ 98,402		$ 49,201	$ 49,201
6114	Salaries/Non-exempt			20,718				$ 20,718		$ 10,359	$ 10,359
6116	Salaries/Part-time				8,759			$ 8,759		$ 4,380	$ 4,380
6111	Salaries Other Staff					154,539		$ 154,539		$ 89,112	$ 65,427
6124	Retirement Plan	10,997	18,112	6,135				$ 35,244		$ 17,622	$ 17,622
6136	Annuity Program	180	362					$ 542		$ 271	$ 271
6138	Medicare Insurance	550	906	350				$ 1,806		$ 903	$ 903
6144	Benefit Bank	5,692	11,382	5,691				$ 22,765		$ 11,383	$ 11,383
6145	Group Life Insurance	238	394	134				$ 766		$ 383	$ 383
6146	ST/ LT Disability	376	619	209				$ 1,204		$ 602	$ 602
6147	Add'l 2, 4, 6% Mgmt Package	743	1,226					$ 1,969		$ 985	$ 985
6,150	Workers Compensation							$ 3,000		$ 1,500	$ 1,500
6,155	Accrued Benefit Liabilities							$ 4,000			$ 4,000
								$ 353,714	Salaries/Ben	$ 186,700	$ 167,015
6253	Audit Services						16,000	$ 16,000		$ 4,000	$ 12,000
6255	Other Profess. Services						70,000	$ 70,000		$ 45,000	$ 25,000
6311	Office Supplies						5,000	$ 5,000		$ 2,500	$ 2,500
6313	Printed Supply						2,800	$ 2,800		$ 1,370	$ 1,430
								$ 93,800	Operating Costs	$ 52,870	$ 40,930
	TOTAL	$ 55,960	$ 94,219	$ 33,237	$ 8,759	$ 154,539	$ 93,800	$ 447,514	Total	$ 239,570	$ 207,945

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MV00175464

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council acting in its capacity as the Legislative Body for Community Facilities District No. 7

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: August 28, 2012

TITLE: TERMINATION OF AUTHORITY TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 7, IMPROVEMENT AREA NO. 2 OF THE CITY OF MORENO VALLEY

RECOMMENDED ACTION

Staff recommends that the City Council, acting as the legislative body of Community Facilities District No. 7 of the City of Moreno Valley approve Resolution No. 2012-73 terminating the authority to annex territory to CFD No. 7, Improvement Area No. 2.

ADVISORY COMMITTEE RECOMMENDATION

NA

BACKGROUND

On April 8, 2008, the City Council approved the Acquisition/Financing Agreement ("Agreement") among the City of Moreno Valley ("City"), acting on behalf of itself and Community Facilities No. 7 ("CFD No. 7" or "District") and FR/CAL Moreno Valley, LLC., First Industrial L.P., and FR/CAL Indian Avenue LLC. The Agreement sets forth the legal obligations among all parties regarding their participation in the formation of CFD No. 7, land use entitlements, description of the improvements to be acquired by the City, general guidelines for the construction bidding process, method of payments and ownership/transfers of the public improvements to the City of Moreno Valley and to Riverside County Flood Control District and Water Conservation District ("RCFCD").

On May 13, 2008, the City Council adopted the following resolutions for CFD No. 7:

- Resolution No. 2008-50 to approve the Boundary map showing the boundaries of CFD No. 7;
- Resolution No. 2008-51 to declare the intention to form the District and authorization to levy a special tax to finance the acquisition and construction of certain public improvements;
- Resolution No. 2008-52 to declare the necessity to incur a bonded indebtedness to be secured by special taxes to pay for the acquisition and construction of the defined public improvements;
- Resolution No. 2008-53 adopting a map showing the boundaries of territory proposed to be annexed in the future to CFD No. 7; and
- Resolution No. 2008-54 declaring intention to provide for future annexation of territory to CFD No. 7.

On June 24, 2008, the City Council conducted the Public Hearing and took the following actions:

- Approved and adopted Resolution No. 2008-82 forming and establishing Community Facilities District No. 7 of the City of Moreno Valley, designating improvement areas therein and authorizing submittal of the levy of special taxes within each improvement area;
- Approved and adopted Resolution No. 2008-83 determining the necessity to incur a bonded indebtedness for each improvement area of Community Facilities District No. 7 of the City of Moreno Valley;
- Approved and adopted Resolution No. 2008-84 declaring the results of a special election in such community facilities district;
- Approved and adopted Resolution No. 2008-85 authorizing the annexation of territory in the future to Community Facilities District No. 7 of the City of Moreno Valley; and
- Introduced Ordinance No. 777 authorizing the levy of a special tax in Improvement Area Nos. 1, 2, and 3 of such community facilities district.

A Joint Community Facilities Agreement ("RCFCD JCFA") among the City of Moreno Valley, FR/CAL Moreno Valley, LLC., First Industrial L.P., and FR/CAL Indian Avenue LLC., and the RCFCD was entered into on September 1, 2009. The RCFCD JCFA provides specific requisites, among others, regarding the construction of the improvements, acquisition of the flood control facilities, maintenance, and indemnification stipulation for the property owners, the City, and RCFCD.

At the June 24, 2008, Public Hearing, City Council conducted the special election and formed CFD No. 7 to allow the property owner to finance public improvements through the issuance of CFD bonds. Ordinance No. 777 was introduced authorizing the levy of a special tax in CFD No. 7 to provide funding for any future bond issuance.

DISCUSSION

In an initial request submitted to the City on April 18, 2011, First Industrial L.P. ("Property Owner") the sole property owner within Improvement Area No. 2, expressed the desire to initiate proceedings to dissolve Improvement Area No. 2 of CFD No. 7. The executed Request for and Consent to Dissolution was received by the City on March 21, 2012. As part of the request, the Property Owner has requested the dissolution of Improvement Area No. 2 along with the filing of an Amended Notice of Special Tax Lien to remove any special tax liens from the properties located within Improvement Area No. 2. No Bonds have been issued for Improvement Area No. 2 and no special taxes have been levied by the City.

On May 22, 2012, the City Council introduced Ordinance 846 dissolving CFD No. 7, Improvement Area No. 2. The adoption of the resolution will terminate the authority to annex territory to Community Facilities District No. 7, Improvement Area No. 2 and complete the dissolution of the Improvement Area No. 2.

ALTERNATIVES

1. **Approve** a resolution terminating the authority to annex territory to Community Facilities District No. 7, Improvement Area No. 2. *Terminating the authority to annex territory to Improvement Area No. 2 is the last step in the dissolution of Improvement Area No. 2.*

2. **Do not approve** and adopt the proposed resolution. *This alternative may delay the development of the property.*

FISCAL IMPACT

There is no General Fund impact by the City Council's adoption of the resolution. The property owner shall continue to be responsible for cost related to the dissolution of Improvement Area No. 2 and the installation of any improvements as required through their conditions of approval.

CITY COUNCIL GOALS

Public Facilities and Capital Projects
The dissolution of the Improvement Area No. 2 will allow the property owner to fund the development of the necessary public improvements through alternative financing methods, once the special tax liens have been removed.

SUMMARY

In 2008, at the request of the property owners within CFD No. 7, the City Council adopted the necessary resolutions for the formation of CFD No. 7, Improvement Area Nos. 1, 2, and 3. The City Council also adopted Ordinance 777 authorizing the levy of a

special tax within CFD No. 7. In March 2012, the Property Owner for parcels located within Improvement Area No. 2 submitted an executed Request for and Consent to Dissolution to initiate proceedings to dissolve Improvement Area No. 2 of the CFD. The adoption of the resolution will complete the dissolution of Improvement Area No. 2 of the CFD.

NOTIFICATION

N.A.

ATTACHMENTS

Attachment 1: A Resolution of the City Council of the City of Moreno Valley, California, acting as the legislative body of Community Facilities District No. 7 of the City of Moreno Valley, terminating the authority to annex territory to Community Facilities District No. 7 for Improvement Areas No. 2

Attachment 2: Property Owner Request for and Consent to the Dissolution

Attachment 3: Map of the Boundaries of Future Annexation Area of Community Facilities District No. 7 for Improvement Areas No. 1, 2, and 3

Attachment 4: CFD No. 7 Report

Prepared by:
Marshall Eyerman,
Special Districts Program Manager

Department Head Approval:
Ahmad R. Ansari, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace Cassel,
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2012-73

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 7 OF THE CITY OF MORENO VALLEY, TERMINATING THE AUTHORITY TO ANNEX TERRITORY IN THE FUTURE TO IMPROVEMENT AREA NO. 2 OF SUCH COMMUNITY FACILITIES DISTRICT

WHEREAS, the City Council of the City of Moreno Valley, California (the "City Council"), previously declared its intention, conducted proceedings and held a public hearing relating to the authorization to annex territory in the future to Community Facilities District No. 7 of the City of Moreno Valley (the "District") and the improvement areas designated therein as Improvement Area No. 1, Improvement Area No. 2 and Improvement Area No. 3 (each, an "Improvement Area" and collectively, the "Improvement Areas") pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Mello-Roos Act"), and specifically Article 3.5 thereof, to finance the proportionate share of the cost of the acquisition or construction of certain flood control facilities allocable to the territory authorized to be annexed in the future to each Improvement Area; and

WHEREAS, on June 24, 2008, following such public hearing, the City Council, acting as the legislative body of the District, adopted its Resolution No. 2008-85 authorizing the annexation in the future of territory to the District and the Improvement Areas, including Improvement Area No. 2 ("Resolution No. 2008-85"); and

WHEREAS, the territory proposed to be annexed in the future to the District and the Improvement Areas thereof is shown on a map approved by the City Council designated as "Map of Proposed Boundaries of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California" (the "Future Annexation Map"), a copy of which was filed in the Office of the County Recorder of the County of Riverside on May 16, 2008, as Instrument No. 2008-0265596, in Book 73, at Pages 9 through 11 of the Book of Maps of Assessment and Community Facilities Districts for the County of Riverside; and

WHEREAS, First Industrial, L.P., the current owner of all of the property within Improvement Area No. 2 (the "Owner") of the District, has, on behalf itself and the Owners' members, successors and/or assigns, requested that the City Council undertake proceedings pursuant to the Mello-Roos Act to dissolve Improvement Area No. 2 and thereby terminate the authority of the District to levy special taxes within Improvement Area No. 2 in order to finance the acquisition or construction the flood control facilities required as a condition of approval of the properties located within Improvement Area No. 2 (the "Improvement Area No. 2 Flood Control Facilities"); and

WHEREAS, pursuant to such request the City Council did undertake such proceedings and did enact Ordinance No. 846 dissolving Improvement Area No. 2; and

WHEREAS, as a result of the termination of the authority of the District to levy special taxes within Improvement Area No. 2 to finance the acquisition or construction of the Improvement Area No. 2 Flood Control Facilities, the City Council finds and determines that it would be appropriate to terminate the authority of the District to annex in the future the territory specified in the Future Annexation Map to be annexed to Improvement Area No. 2.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 7 OF THE CITY OF MORENO VALLEY, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Recitals. The above recitals are all true and correct.

SECTION 2. Termination of Authority to Annex Territory in the Future. The authority of the District to annex territory in the future to Improvement Area No. 2 pursuant to Article 3.5 of the Mello-Roos Act as approved by Resolution No. 2008-85 is hereby terminated. The termination of such authority shall in no way terminate or modify in any way whatsoever any obligation to construct or contribute to the cost of constructing flood control facilities heretofore or hereafter imposed on any such territory as a condition of approval of the development of such territory.

SECTION 3. Remaining Terms and Conditions of Resolution No. 2008-85. The remaining terms and conditions of Resolution No. 2008-85 shall remain in full force and effect.

SECTION 4. Effective Date. This Resolution shall become effective upon its adoption.

APPROVED AND ADOPTED this 28 day of August, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Resolution No. 2012-73
Date Adopted: August 28, 2012

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-73 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 28th day of August, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Resolution No. 2012-73
Date Adopted: August 28, 2012

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MV00175472

CITY OF MORENO VALLEY
COMMUNITY FACILITIES DISTRICT NO. 7

REQUEST FOR AND CONSENT TO DISSOLUTION OF IMPROVEMENT AREA NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 7 OF THE CITY OF MORENO VALLEY AND ACKNOWLEDGEMENT AND WAIVER RELATED THERETO

TO: CITY COUNCIL
CITY OF MORENO VALLEY, CALIFORNIA

The undersigned does hereby CERTIFY under penalty of perjury, that the following statements are all true and correct:

PROPERTY OWNER ACKNOWLEDGEMENT AND REQUEST

1. The undersigned is a duly authorized representative of First Industrial, L.P. (the "Owner"), a Delaware limited liability company, the owner of that certain real property identified in Attachment A attached hereto and incorporated herein by this reference ("Owner's Property"), and is legally authorized to make the representations and the request, give the acknowledgments and the consents and provide the waivers contained herein on behalf of the Owner.

2. Owner has been informed and is aware of and understands that:

(a) In 2008 the City Council of the City of Moreno Valley (the "City"), acting pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (California Government Code Section 53311 and following) (the "Mello-Roos Act"), formed a community facilities district designated as Community Facilities District No. 7 ("CFD No. 7") and designated three improvement areas therein designated as Improvement Area No. 1, Improvement Area No. 2 and Improvement Area No. 3 (each, an "Improvement Area" and collectively, the "Improvement Areas"). Improvement Area No. 2, one of the three improvement areas designated for CFD No. 7, encompasses the Owner's Property.

(b) CFD No. 7 is authorized to levy special taxes (the "Special Taxes") within boundaries of Improvement Area No. 2 pursuant to the rate and method of apportionment thereof as set forth in the Notice of Special Tax Lien attached as Attachment B hereto (the "Notice of Special Tax Lien") and to issue bonds in a principal amount not to exceed $3,500,000 to be secured by the levy of such Special Taxes (the "Improvement Area No. 2 Special Tax Bonds") for the purpose of financing certain facilities (the "Improvement Area No. 2 Improvements"). The Improvement Area No. 2 Improvements are described in Exhibit A to the Notice of Special Tax Lien. The Special Taxes have, however, never been levied within Improvement Area No. 2 and the Improvement Area No. 2 Special Tax Bonds have never been issued.

(c) The Owner and the City entered into the following agreements:

ATTACHMENT 2

(1) Amended and Restated Acquisition/Financing Agreement made and entered into by and among the City, on behalf of itself and CFD No. 7, and FR/Cal Moreno Valley, LLC, the Owner and FR/Cal Indian Avenue, LLC (the "AFA") which became effective on February 3, 2010;

(2) Joint Community Facilities Agreement by and among the City, the Riverside County Flood Control and Water Conservation District (the "Flood Control District"), FR/Cal Moreno Valley, LLC, the Owner and FR/Cal Indian Avenue, LLC, dated as of September 1, 2009 (the "JCFA"); and

(3) Area Drainage Plan Fee Agreement by and among the City, acting for and on behalf of itself and CFD No. 7; FR/Cal Moreno Valley, LLC; the Owner and FR/Cal Indian Avenue, LLC (the "ADP Agreement") which became effective on February 3, 2010; .

(d) Pursuant to the terms and conditions of the AFA, upon the formation of CFD No. 7 and the subsequent sale of the Improvement Area No. 2 Special Tax Bonds the proceeds of which are authorized to be utilized to acquire the Improvement Area No. 2 Improvements identified in Exhibit B-1 of the AFA and the Owner shall be entitled pursuant to the provisions of the AFA to be paid the Purchase Price (as defined in the AFA) for such Improvement Area No. 2 Improvements.

(e) Pursuant to the terms and conditions of the AFA and the JCFA, the Owner agrees to transfer to the Flood Control District each of the Improvement Area No. 2 Flood Control District Facilities (as defined in the JCFA) and CFD No. 7 agrees to pay the Purchase Price (as defined in the JCFA) for such Improvement Area No. 2 Flood Control District Facilities. The JCFA further provides that the Purchase Price of such Improvement Area No. 2 Flood Control District Facilities is to be paid solely from the proceeds of the Improvement Area No. 2 Special Tax Bonds sold and issued by CFD No. 7 for Improvement Area No. 2 and CFD No. 7 shall not be obligated to pay to Owner the Purchase Price for any such Flood Control District Facilities except from the proceeds of such the Improvement Area No. 2 Special Tax Bonds.

(f) Pursuant to the terms and conditions of the ADP Agreement, Owner is entitled to receive a credit against the Local Component (as defined in the ADP Agreement) of the ADP Fees (as defined in the ADP Agreement) applicable to the Owner's Property as a result of the participation of the Owner's Property in CFD No. 7 to finance the acquisition of the Improvement Area No. 2 Flood Control Facilities (as defined in the ADP Agreement) and Owner's obligation to construct such Improvement Area No. 2 Flood Control Facilities.

3. Owner, on behalf of itself and its members, successors and/or assigns, hereby irrevocably requests that the City dissolve Improvement Area No. 2 and any liens established by the recordation of the Notice of Special Tax Lien (the "Dissolution Request").

4. In making the Dissolution Request, the Owner, on behalf of itself and its members, successor and/or assigns:

(a) voluntarily and knowingly waives any and all Owner's rights and benefits to which Owner may be contractually entitled pursuant to the AFA including, but not limited to, payment by the City and/or CFD No. 7, of the Purchase Price for the Improvement Area No. 2

Street Improvements, or any portion thereof, from the proceeds of the Improvement Area No. 2 Special Tax Bonds or the Special Taxes or any other source of funds of the City and/or CFD No. 7 ("Owner's AFA Waiver");

(b) voluntarily and knowingly waives any and all Owner's rights and benefits to which Owner may be contractually entitled pursuant to the AFA and the JCFA including, but not limited to, payment by the City, CFD No. 7 and/or the County, of the Purchase Price for the Improvement Area No. 2 Flood Control Improvements, or any portion thereof, from the proceeds of the Improvement Area No. 2 Special Tax Bonds or the Special Taxes or any other source of funds of the City, CFD No. 7 and/or the County ("Owner's JCFA Waiver");

(c) voluntarily and knowingly waives any and all Owner's rights and benefits to which Owner may be contractually entitled pursuant to the ADP Agreement, but not limited to, a receipt of a credit against the Local Component or any portion of the ADP Fees applicable to the Owner's Property as a result of the participation of the Owner's Property in CFD No. 7 to the date of dissolution of Improvement Area No. 2 (the "Owner's ADP Agreement Waiver" and together with the Owner's AFA Waiver and the Owner's JCFA Waiver, the "Owner's Waivers");

(d) voluntarily and knowingly waives the obligation, if any, of the City and/or CFD No. 7 to issue the Improvement Area No. 2 Special Tax Bonds or to levy the Special Taxes within CFD No. 7;

(e) voluntarily and knowingly waives any protest, complaint or legal action of any nature whatsoever against the City and/or CFD No. 7 pertaining to the dissolution of Improvement Area No. 2 and any liens established by the recordation of the Notice of Special Tax Lien, the failure to issue the Improvement Area No. 2 Special Tax Bonds or to levy the Special Taxes, or any combination thereof.

(f) acknowledges and understands that the making of this Dissolution Request and the provision of Owner's Waivers and the subsequent dissolution of Improvement Area No. 2 and the dissolution of any liens established by the recordation of the Notice of Special Tax Lien, does not in any way whatsoever absolve, terminate, extinguish, reduce or otherwise modify the obligation of the Owner or any successor or assign of the Owner as the owner of the Owner's Property to construct the public improvements required by the City, the County or any other public agency as a condition of approval of the development of the Owner's Property.

5. Owner has had a reasonable opportunity to consult with and to be advised by Owner's legal counsel regarding the matters contained in this document and the attachments hereto.

This REQUEST FOR AND CONSENT TO DISSOLUTION OF IMPROVEMENT AREA NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 7 AND ACKNOWLEDGEMENT AND WAIVER was executed this 6th day of March, 2012 in EL SEGUNDO, California.

First Industrial, L.P., a Delaware limited liability company

By First Industrial Realty Trust, Inc., a Maryland corporation and its sole general partner

By: [signature]

Name: JEFFREY S. EVANS

Its: Operations Director

MV00175476

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles

On 3/6/12 (Date) before me, Linda M. Bauer, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Jeffrey S. Evans (Name(s) of Signer(s)),

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

LINDA M. BAUER
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1951453
LOS ANGELES COUNTY
My Comm. Exp. Oct 7, 2015

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

WITNESS my hand and official seal.

Signature Linda M. Bauer (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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ATTACHMENT A

DESCRIPTION OF OWNER'S PROPERTY

Owner's Property is that real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

Assessor's Parcel No.

316-200-003

316-200-009

316-200-010

316-200-011

316-200-012

316-200-013

316-200-014

316-200-018

316-200-028

316-200-029

ATTACHMENT B

NOTICE OF SPECIAL TAX LIEN

DOC # 2008-0371941
07/08/2008 08:00A Fee:58.00
Page 1 of 17
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

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WHEN RECORDED, RETURN TO:

CITY CLERK
City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

59
C
010

NOTICE OF SPECIAL TAX LIEN
COMMUNITY FACILITIES DISTRICT NO. 7 OF
THE CITY OF MORENO VALLEY
IMPROVEMENT AREA NO. 2

Pursuant to the requirements of Section 3114.5 of the Streets and Highways Code and Section 53328.3 of the Government Code, the undersigned CITY CLERK of the CITY OF MORENO VALLEY, acting on behalf of COMMUNITY FACILITIES DISTRICT NO. 7 (the "District"), HEREBY GIVES NOTICE that a lien is hereby imposed on taxable property within Improvement Area No. 2 of the District to secure payment of a special tax which the City Council of the City of Moreno Valley, County of Riverside (the "County"), State of California, is authorized to annually levy for the following purpose:

> To pay directly for the types of facilities described in Exhibit A attached hereto and incorporated herein by this reference, to pay debt service on bonds issued to finance the acquisition or construction of such public facilities, to replenish any reserve fund established for such bonds, and to pay the costs of administering such bonds and the District.

The special tax is authorized to be levied within Improvement Area No. 2 of the District and the lien of the special tax is a continuing lien which shall secure each annual levy of the special tax and which shall continue in force and effect until the special tax obligation is prepaid, permanently satisfied and canceled in accordance with law or until the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Government Code.

The rate and method of apportionment of the authorized special tax is as shown on the attached referenced and incorporated Exhibit "B." The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ad valorem taxes; provided, however, the District may utilize a direct billing procedure for any special taxes that cannot be collected on the County tax roll or may, by resolution, elect to collect the special taxes at a different time or in a different manner if necessary to meet its financial obligations. Conditions under which the obligation to pay the

special tax may be prepaid and permanently satisfied and the lien of the special tax canceled are set forth in Exhibit "B."

Notice is further given that upon the recording of this notice in the Office of the County Recorder, the obligation to pay the special tax levy shall become a lien upon all non-exempt real property within Improvement Area No. 2 of the District in accordance with Section 3115.5 of the Streets and Highways Code.

The (a) names of the owner(s) of the real property included within Improvement Area No. 2 of the District as they appear on the last secured assessment roll as of the date of recording of this Notice and (b) the Assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included within the District are as set forth on the attached, referenced and incorporated Exhibit "C."

Reference is made to the boundary map of the District recorded on May 16, 2008 at Book 73, Pages 6-8, Document No. 2008-0265595 of Maps of Assessment and Community Facilities Districts in the Office of the County Recorder for the County of Riverside, State of California, which map is now the final boundary map of the District.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the following designated person:

SPECIAL DISTRICTS DIVISION,
PUBLIC WORKS DEPARTMENT
CITY OF MORENO VALLEY
14325 FREDERICK STREET, SUITE 9
MORENO VALLEY, CA 92553
(951) 413-3480

DATED: 7/8/08

Jane Halstead
CITY CLERK
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

COMMUNITY FACILITIES DISTRICT NO. 7
OF THE CITY OF MORENO VALLEY
IMPROVEMENT AREA NO. 2
NOTICE OF SPECIAL TAX LIEN
EXHIBIT A

DESCRIPTION OF FACILITIES
(IMPROVEMENT AREA NO. 2)

The Facilities proposed to be financed by the District within Improvement Area No. 2 include the following:

Improvement Area No. 2 Improvements:

Facilities to be financed from the proceeds of Bonds issued for Improvement Area No. 2 (the "Improvement Area No. 2 Improvements") include the following subject to modification based upon the City's final conditions of approval of the Improvement Area No. 2 Street Improvements or the final approval of the plans and specifications therefore or the Flood Control District's final conditions of approval of the Improvement Area No. 2 Flood Control Facilities or the final approval of the plans and specifications therefor:

Improvement Area No. 2 Flood Control Facilities: the Master Plan storm drain facilities identified as Perris Valley Laterals B-1 and B-1.2, including all appurtenant box culverts and laterals.

Improvement Area No. 2 Street Improvements:

Nandina Avenue to First Industrial Property Line - The components of this Street Improvement will include but not be limited to curb and gutter, sidewalk, structural section and paving of roadways, street lighting, striping, signage, ADA ramps, drive aprons, local depressions and catch basins.

COMMUNITY FACILITIES DISTRICT NO. 7
OF THE CITY OF MORENO VALLEY
IMPROVEMENT AREA NO. 2
NOTICE OF SPECIAL TAX LIEN
EXHIBIT B

RATE AND METHOD OF APPORTIONMENT
OF SPECIAL TAX
IMPROVEMENT AREA NO. 2

(see attached)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

IMPROVEMENT AREA NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 7 OF THE CITY OF MORENO VALLEY

A special tax as hereinafter defined shall be levied on and collected within Improvement Area No. 2 of Community Facilities District No. 7 of the City of Moreno Valley ("IA No. 2") each Fiscal Year commencing in Fiscal Year 2008-2009, in an amount determined by the City Council of the City of Moreno Valley through the application of the appropriate Special Tax for "Developed Property," "Undeveloped Property," "Provisional Property," and "Taxable Public Property" as described below. All of the real property within IA No. 2, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map, or other recorded instrument. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560. The minimum Acreage of Taxable Property is determined in accordance with Section I.

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

"Administrative Expenses" means any actual ordinary and necessary expense of the City, or designee thereof or both, to carry out the administration of IA No. 2 related to the determination of the amount of the levy of Special Taxes, the collection of Special Taxes, including the expenses of collecting delinquencies and pursuing foreclosures, the administration of Bonds, the payment of a proportional share of salaries and benefits of any City employee whose duties are related to the administration of IA No. 2, fees and expenses for counsel, audits, or other amounts needed to pay rebate to the federal government with respect to the Bonds, costs related to complying with continuing disclosure requirements pursuant to applicable federal and state securities law, costs associated with responding to public inquiries regarding IA No. 2 or the Bonds, and costs otherwise incurred in order to carry out the administration of IA No. 2.

"Annexed Property" means Assessor's Parcels originally identified within the Future Annexation Area that have been annexed to IA No. 2.

"Assessor's Parcel" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel number within the boundaries of IA No. 2.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

"Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which the Special Tax has been pledged.

"Boundary Map" means the "Map of Proposed Boundaries of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California," filed May 16, 2008 in Book 73, Pages 6-8 of Maps of Assessments and Community Facilities Districts in the office of the County Recorder.

"Building Permit" means a permit for new construction for a non-residential structure. For purposes of this definition, "Building Permit" shall not include permits for construction or installation of retaining walls, utility improvements, or other such improvements not intended for human habitation.

"Calendar Year" means the period commencing January 1 of any year and ending the following December 31.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes for IA No. 2.

"CFD No. 7" means Community Facilities District No. 7 of the City of Moreno Valley established by the City under the Act.

"City" means the City of Moreno Valley.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 7, or its designee.

"County" means the County of Riverside.

"Developed Property" means all Assessor's Parcels of Taxable Property for which Building Permits were issued on or before June 1 preceding the Fiscal Year for which Special Taxes are being levied, provided that a Final Map for such Assessor's Parcels was recorded on or before January 1 of the prior Fiscal Year for which Special Taxes may be levied.

"Exempt Property" means all Assessor's Parcels within IA No. 2 which are exempt from the Special Taxes pursuant to law or Section I herein.

"Facilities" means those public facilities authorized to be funded by CFD No. 7 as set forth in the formation documents for CFD No. 7.

"Final Map" means a recorded final map, parcel map, or lot line adjustment, evidencing the subdivision of property pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.).

"Fiscal Year" means the period commencing on July 1 of any year and ending the following June 30.

"Future Annexation Area" means all Assessor's Parcels within the future annexation area of IA No. 2 as determined by reference to the boundary map entitled "Map of Proposed Boundaries of Future Annexation Area of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California," filed May 16, 2008 in Book 73, Pages 9-11 of Maps of Assessments and Community Facilities Districts in the office of the County Recorder.

"Goals and Policies" means the local goals and policies adopted by the City Council concerning the use of the Act that are in effect at the time of formation of CFD No. 7.

"Improvement Area No. 2" or "IA No. 2" means the area within CFD No. 7 designated as Improvement Area No. 2 by reference to the Boundary Map, as such area may be amended by the addition of Annexed Property.

"Indenture" means the indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"Maximum Special Tax" means the maximum Special Tax determined in accordance with Section C, which may be levied by CFD No. 7 in any Fiscal Year on an Assessor's Parcel of Taxable Property.

"Partial Prepayment Amount" means the amount required to prepay a portion of the Special Tax obligation for an Assessor's Parcel, as described in Section G.

"Prepayment Amount" means the amount required to prepay the Special Tax obligation in full for an Assessor's Parcel, as described in Section F.

"Proportionately" means, for Developed Property, the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor's Parcels of Developed Property. For Undeveloped Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property. For Provisional Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor's Parcels of Provisional Property. For Taxable Public Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor's Parcels of Taxable Public Property.

"Provisional Property" means all Assessor's Parcels identified under Section I, excluding Public Property, that are not classified as Exempt Property because such classification would reduce the total Acreage of all Taxable Property to less than 33.89 Acres.

"Public Property" means any property within the boundaries of IA No. 2 that is owned by or irrecoverably dedicated to the City, the federal government, the State of California, the County, or any other public agency.

"Special Tax" means the special tax authorized to be levied by CFD No. 7 pursuant to the Act to fund the Special Tax Requirement.

"Special Tax Requirement" means the amount required in any Fiscal Year for IA No. 2 to fund: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses, (iii) any amount required to establish or replenish any reserve funds established in association with the Bonds, (iv) any delinquencies in the payment of prior years Special Taxes, (v) a reasonable estimate of delinquencies expected to occur in the Fiscal Year in which the Special Tax will be levied, and (vi) the acquisition or construction of eligible Facilities, provided that the inclusion of such amount does not cause an increase in the levy of the Special Tax on Undeveloped Property, less (vii) any amount available to pay debt service or other periodic costs on the Bonds as reasonably determined by the CFD Administrator pursuant to the Indenture.

"Taxable Property" means all Assessor's Parcels that are not exempt from the Special Tax pursuant to law or the Rate and Method of Apportionment of Special Tax.

"Taxable Public Property" means all Assessor's Parcels defined as Public Property that are not classified as Exempt Property under Section I because such classification would reduce the total Acreage of all Taxable Property to less than 33.89 Acres.

"Trustee" means the trustee, fiscal agent, or paying agent under the Indenture.

"Undeveloped Property" means all Assessor's Parcels of Taxable Property, exclusive of Annexed Property, which are not classified as Developed Property, Taxable Public Property, or Provisional Property.

B. CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2008-2009, each Assessor's Parcel shall be classified as Taxable Property or Exempt Property. In addition, each Fiscal Year, each Assessor's Parcel of Taxable Property shall be further classified as Developed Property, Undeveloped Property, Provisional Property, or Taxable Public Property.

C. MAXIMUM SPECIAL TAXES

1. Taxable Property

Each Fiscal Year commencing in Fiscal Year 2008-2009, each Assessor's Parcel of Taxable Property, exclusive of Annexed Property, shall be subject to a Maximum Special Tax equal to $8,287 per Acre.

The Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall be recalculated as Assessor's Parcels within the Future Annexation Area are annexed to IA No. 2 of CFD No.7. Once Annexed Property exists within IA No. 2 of CFD No. 7, the Maximum Special Tax shall be recalculated as follows:

1) Calculate the total amount of Special Taxes that can be generated through the levy of the Maximum Special Tax, exclusive of Annexed Property, by multiplying the original Maximum Special Tax established for IA No. 2 ($8,287 per Acre) by the minimum taxable Acreage originally established for IA No. 2 as defined in Section I (33.89 Acres).

[$8,287 x 33.89 = $280,846]

2) Calculate the total amount of Special Taxes that can be generated by Annexed Property through the levy of the Maximum Special Tax for Annexed Property in accordance with Section C.2.

3) The new Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall equal the result calculated in Step 1, minus the result calculated in Step 2, and then by dividing such amount by the minimum taxable Acreage originally established for IA No. 2 (33.89 Acres).

[$280,846 - Step 2 result]/33.89 =

Maximum Special Tax per Acre for Taxable Property, exclusive of Annexed Property

2. Annexed Property

The Maximum Special Tax for Annexed Property shall be equal to the Maximum Special Tax set forth in Exhibit A.

D. Administrative Adjustments to the Maximum Special Tax

1. Prior to Issuance of Bonds

Prior to the issuance of the first series of Bonds, the CFD Administrator shall calculate the total tax burden for all Assessor's Parcels of Taxable Property, to determine whether or not any reductions are necessary to the Maximum Special Tax rate(s) identified herein in order to comply with the Goals and Policies. In calculating the total tax burden, the CFD Administrator shall (i) refer to the City's Goals and Policies, any market absorption study or price point analysis dated not earlier than 90 days prior to the date of issuance or other such date approved by the City, and any other document available to the City and/or CFD Administrator, and (ii) calculate the total tax burden considering the Maximum Special Tax rates and other governmental liens. The Maximum Special Tax set forth herein may be reduced if it is reasonably determined by the CFD Administrator and/or City, through review of available information related to IA No. 2, that the total tax burden against Taxable Property results in an amount that would reduce the marketability of the Bonds based on consultations with the City's underwriter, financial advisor, and/or other project team consultants engaged by the City. The City will have the final discretion regarding any reduction in the Maximum Special Tax rates identified herein.

If a mandatory Special Tax reduction is implemented, the amount of Bonds that may be issued will be recalculated and shall not exceed an amount in which the Maximum Special Taxes that could be levied on Taxable Property within IA No. 2 in each Fiscal Year, less Administrative Expenses for such Fiscal Year, shall provide no less than 110% coverage on the annual debt service on all Outstanding Bonds, as defined in Section F herein.

2. Subsequent to Issuance of Bonds

If, in any Fiscal Year after the City has issued the first series of Bonds, either (i) a Final Map is proposed to be recorded or (ii) an existing Final Map is proposed to be amended, that will result in a reduction of total Acreage of Taxable Property to less than 33.89 Acres, then a mandatory prepayment must be made in accordance with Sections F and G. The mandatory prepayment must be made by the landowners of those Assessor's Parcel(s) that are the subject of the proposed Final Map or the landowners of those Assessor's Parcel(s) that will be amended by the amended Final Map.

If a mandatory prepayment is required, the mandatory prepayment shall be paid as a requirement to record such new Final Map or amended Final Map.

E. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing in Fiscal Year 2008-2009 and for each subsequent Fiscal Year until terminated, the City Council shall levy Special Taxes on all Taxable Property until the total amount of Special Taxes levied equals the Special Tax Requirement in accordance with the following steps:

Step One: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Annexed Property and each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

Step Two: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

Step Three: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

Step Four: If additional monies are needed to satisfy the Special Tax Requirement after all previous steps have occurred, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

F. PREPAYMENT OF SPECIAL TAX

The following definitions apply to this Section F:

"Facilities Costs" means either $1.73 million, expressed in 2008 dollars, which shall increase by the Construction Inflation Index on January 1, 2009, and on each January 1 thereafter, or such lower numbers as shall be determined either by (a) the CFD Administrator as sufficient to finance the Facilities, or (b) the City Council concurrently with a covenant that it will not issue any more CFD No. 7 Bonds secured by IA No. 2 (except refunding bonds) to be secured by Special Taxes levied under this Rate and Method of Apportionment.

"Construction Inflation Index" means the annual percentage change in the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the Calendar Year, which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

"Future Facilities Costs" means the Facilities Costs minus that (a) portion of the Facilities Costs previously and actually funded (i) from the proceeds of all previously issued Bonds, (ii) from interest earnings on the Improvement Fund actually earned prior to the date of prepayment and (iii) directly from Special Tax revenues and (b) amount of the proceeds of all previously issued Bonds then on deposit in the Improvement Fund.

"Improvement Fund" means a fund specifically identified in the Indenture to hold funds, which are currently available for expenditure to acquire or construct the Facilities.

"Outstanding Bonds" means all previously issued Bonds secured by the levy of Special Taxes which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of the Maximum Special Tax.

The Special Tax obligation of an Assessor's Parcel of Taxable Property may be prepaid in full, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time that the Special Tax obligation would be prepaid. The Prepayment Amount for an Assessor's Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor's Parcel intending to prepay all or a part of the Special Tax obligation shall provide the City with written notice of intent to prepay, and within 10 business days of receipt of such notice, the City shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by CFD No. 7 in calculating the proper amount of a prepayment. Within 30 business days of receipt of such non-refundable deposit, the City shall notify such owner of the prepayment amount of such Assessor's Parcel. Prepayment must be made not less than 60 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given by the Trustee pursuant to the Indenture.

The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula (capitalized terms defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance
plus	Administrative Fee
less	Reserve Fund Credit
less	Capitalized Interest Credit
equals	Prepayment Amount

As of the date of prepayment, the Prepayment Amount shall be calculated as follows:

1. For an Assessor's Parcel of Taxable Property, compute the Maximum Special Tax applicable to such Assessor's Parcel.

2. For each Assessor's Parcel intending to prepay, divide the Maximum Special Tax computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Maximum Special Tax applicable to all Assessor's Parcels of Taxable Property, excluding the Maximum Special Taxes of any Assessor's Parcels for which the Special Tax obligation has been previously prepaid.

3. For each Assessor's Parcel intending to prepay, multiply the quotient computed pursuant to paragraph 2 by Outstanding Bonds. The product shall be the "Bond Redemption Amount," for such Assessor's Parcels, as applicable.

4. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds on the next available redemption date to be redeemed with the proceeds of the Bond Redemption Amount. This product is the "Redemption Premium."

5. If (a) all the Bonds authorized to be issued by CFD No. 7 for IA No. 2 have not been issued, and (b) the City Council has not restricted its ability to issue additional bonds in the future, then compute the Future Facilities Amount.

6. The "Future Facilities Amount" shall be calculated by multiplying the quotient computed pursuant to paragraph 2, by the amount if any, determined pursuant to paragraph 5. The product shall be the "Future Facilities Amount."

7. Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment has been received until the earliest redemption date for the Outstanding Bonds, taking into consideration the amount of Special Taxes levied on and paid for the Assessor's Parcel in the current Fiscal Year.

8. Compute the amount the CFD Administrator reasonably expects to be derived from the reinvestment of the Prepayment Amount less the Future Facilities Amount and Administrative Fee (defined in paragraph 10) until the earliest redemption date for the Outstanding Bonds.

9. Subtract the amount computed pursuant to paragraph 8 from the result computed pursuant to paragraph 7. This difference is the "Defeasance."

10. Estimate the administrative fees and expenses associated with the prepayment, including the costs of computation of the Prepayment Amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption. This amount is the "Administrative Fee."

11. Calculate the "Reserve Fund Credit" as the lesser of: (a) the expected reduction in the applicable reserve requirement, if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the applicable reserve fund on the prepayment date. Notwithstanding the foregoing, if the reserve fund requirement is satisfied by a surety bond or other instrument at the time of the prepayment, then no Reserve Fund Credit shall be given. Notwithstanding the foregoing, the Reserve Fund Credit shall in no event be less than $0.

12. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the quotient computed pursuant to step 2 by the expected balance in the capitalized interest fund after such first interest payment (the "Capitalized Interest Credit").

13. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance, and the Administrative Fee, less the Reserve Fund Credit and less the Capitalized Interest Credit.

With respect to the Special Tax obligation that is prepaid pursuant to this Section F, the City Council shall indicate in the records of CFD No. 7 that there has been a prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such prepayment to indicate the prepayment of the Special Tax obligation and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such Special Tax shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Special Tax that may be levied on Taxable Property, net of reasonably estimated annual Administrative Expenses, shall be at least 1.10 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

G. PARTIAL PREPAYMENT OF SPECIAL TAX

The Special Tax obligation of an Assessor's Parcel of Taxable Property may be partially prepaid, as calculated in this Section G, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax obligation would be prepaid.

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = (P_F - A) \times F + A$$

The terms above have the following meanings:

PP = the Partial Prepayment Amount.

P_F = the Prepayment Amount calculated according to Section F.

F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax obligation.

A = Administrative Fees calculated in Section F, step 10

With respect to any Assessor's Parcel that is partially prepaid, the City Council shall indicate in the records of CFD No. 7 that there has been a partial prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such partial prepayment of the Special Tax obligation, to indicate the partial prepayment of the Special Tax obligation and the partial release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Special Tax shall cease.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Tax that may be levied on Taxable Property after such partial prepayment, net of reasonably estimated annual Administrative Expenses, shall be at least 1.10 times the regularly scheduled annual interest and principal payments on all Bonds outstanding after such partial prepayment in each future Fiscal Year.

H. TERMINATION OF SPECIAL TAX

For each Fiscal Year that any Bonds are outstanding, the Special Tax shall be levied on all Assessor's Parcels of Taxable Property within IA No. 2 in accordance with Section E. If any delinquencies for the Special Tax remain uncollected prior to or after all Bonds are retired, the Special Tax may be levied to the extent necessary to reimburse CFD No. 7 for uncollected Special Taxes, but not later than the 2048-49 Fiscal Year.

I. EXEMPTIONS

The City shall classify as Exempt Property: (i) Public Property, (ii) Assessor's Parcels used or owned exclusively by a property owners' association, or (iii) Assessor's Parcels with public or utility easements, including Assessor's Parcels designated as open space or retention basin, making impractical their utilization for other purposes than those set forth in the easement, provided that such classification would not reduce the Acreage of all Taxable Property to less than 33.89 Acres. Public Property that cannot be classified as Exempt Property will be classified as Taxable Public Property and shall be subject to the Special Tax in accordance with Section E. All other Assessor's Parcels identified within this section that cannot be classified as Exempt Property will be classified as Provisional Property and will be subject to the Special Tax in accordance with Section E.

J. APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the City Manager of the City not later than twelve months after having paid the first installment of the Special Tax that is disputed. The CFD Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the CFD Administrator decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made (except for the last year of levy), but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

K. MANNER OF COLLECTION

The annual Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 7 may collect the Special Taxes at a different time or in a different manner if necessary to meet its financial obligations.

Exhibit A

IMPROVEMENT AREA NO. 2 OF CITY OF MORENO VALLEY CFD NO. 7 MAXIMUM SPECIAL TAX RATE FOR ANNEXED PROPERTY [1]

Year After Formation	Maximum Special Tax per Acre
1	$674
2	$681
3	$689
4	$697
5	$707
6	$718
7	$729
8	$742
9	$757
10	$773
11	$791
12	$812
13	$835
14	$862
15	$893
16	$928
17	$970
18	$1,019
19	$1,077
20	$1,148
21	$1,235
22	$1,345
23	$1,487
24	$1,678
25	$1,947
26	$2,352
27	$3,029
28	$4,386
29	$8,466

(1) The above Maximum Special Tax rates are based upon the assumed coupon rate of 7.50%, consistent with the other bonding assumptions. These rates will be adjusted based upon the final pricing of the bonds at issuance. Once property is annexed into the CFD, that property's Maximum Special Tax is fixed at the final adjusted amount per acre (after bond issuance) for the year after formation in which the property is annexed.

COMMUNITY FACILITIES DISTRICT NO. 7
OF THE CITY OF MORENO VALLEY
IMPROVEMENT AREA NO. 2
EXHIBIT C
NOTICE OF SPECIAL TAX LIEN

PROPERTY OWNER LIST

APN	OWNER
316-200-003	MICHAEL E MALCOM
316-200-009	M4 MANAGEMENT INC
316-200-010	M4 MANAGEMENT INC
316-200-011	GEORGE R ACOSTA
316-200-012	FR CAL NANDINA
316-200-013	MARTIN COVARRUBIAS & GALDINA COVARRUBIAS
316-200-014	GEORGE SCHOFHAUSER & JAY ANN SCHOFHAUSER
316-200-018	SOMCHIT CABE
316-200-028	BRUCE HALE & LISA HALE
316-200-029	HARLEY R KNOX

MV00175496

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SHEET 1 OF 3

MAP OF PROPOSED BOUNDARIES OF FUTURE ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 7

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

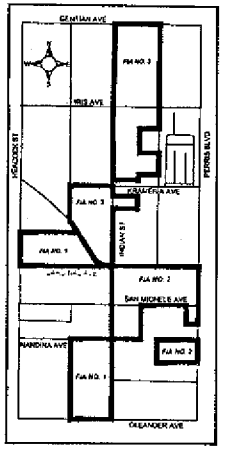

Vicinity Map

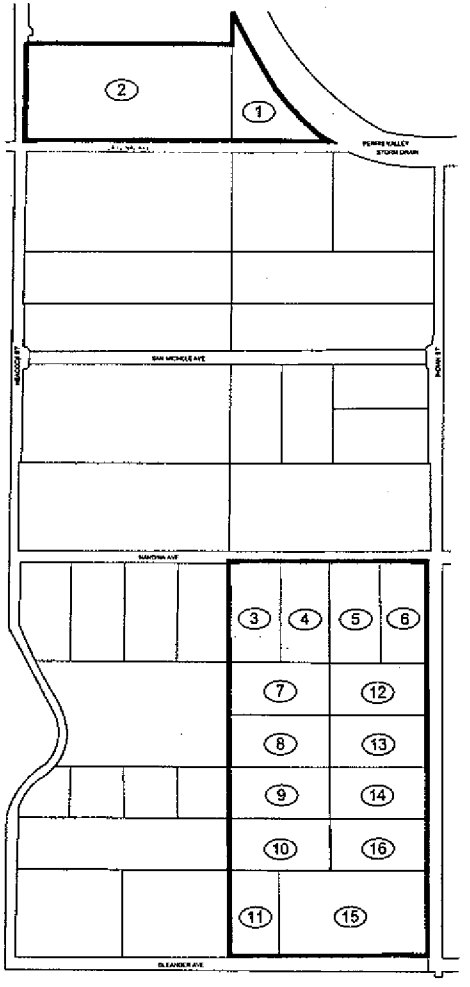

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS 14 DAY OF May 2008.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF FUTURE ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 7, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY AT A REGULAR MEETING THEREOF, HELD ON THE 13 DAY OF May, 2008, BY ITS RESOLUTION NO. 2008-53.

Jane Halstead
CITY CLERK
CITY OF MORENO VALLEY

RIVERSIDE COUNTY RECORDER'S CERTIFICATE

FILED THIS 16TH DAY OF MAY, 2008, AT THE HOUR OF 8 O'CLOCK A.M. IN BOOK 73 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE(S) 9-11, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE: $ 13.00

INSTRUMENT NO.: 2008-0265596

LARRY WARD, ASSESSOR-COUNTY CLERK-RECORDER

M. Garcia
BY DEPUTY
COUNTY RECORDER
COUNTY OF RIVERSIDE

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

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

ATTACHMENT 3

LEGEND FOR SHEET 1

BOUNDARIES OF FUTURE ANNEXATION AREA OF IA NO. 1 OF CFD NO. 7 (FIA NO. 1)

(1) MAP REFERENCE NUMBER

MAP REF NO.	ASSESSOR'S PARCEL NO.
1	315-100-013
2	315-100-045
3	318-210-005
4	315-210-006
5	315-210-007
6	315-210-008
7	315-210-010
8	315-210-011
9	315-210-019
10	315-210-020
11	315-210-026
12	315-210-051
13	315-210-055
14	315-210-057
15	315-210-069
16	315 210-077

MuniFinancial
27368 Via Industria
Suite 110
Temecula, California 92590-3661
Phone (951) 587-3500 Fax (951) 587-3510

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SHEET 2 OF 3

MAP OF PROPOSED BOUNDARIES OF FUTURE ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 7

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

LEGEND FOR SHEET 2

BOUNDARIES OF FUTURE ANNEXATION AREA OF IA NO. 2 OF CFD NO. 7 (FIA NO. 2)

(1) MAP REFERENCE NUMBER

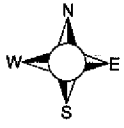

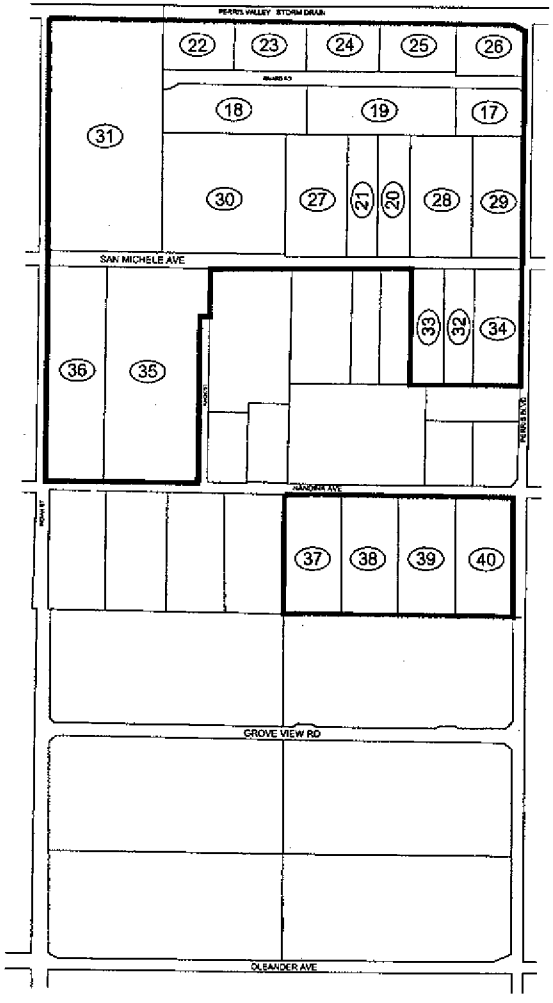

MAP REF NO.	ASSESSOR'S PARCEL NO.
17	316-190-009
18	316-190-011
19	316-190-012
20	316-190-017
21	316-190-018
22	316-190-022
23	316-190-023
24	316-190-024
25	316-190-025
26	316-190-030
27	316-190-035
28	316-190-036
29	316-190-037
30	316-190-043
31	316-190-044
32	316-200-001
33	316-200-015
34	316-200-018
35	316-200-030
36	316-200-031
37	316-210-035
38	316-210-036
39	316-210-037
40	316-210-038

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SHEET 3 OF 3

MAP OF PROPOSED BOUNDARIES OF FUTURE ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 7

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

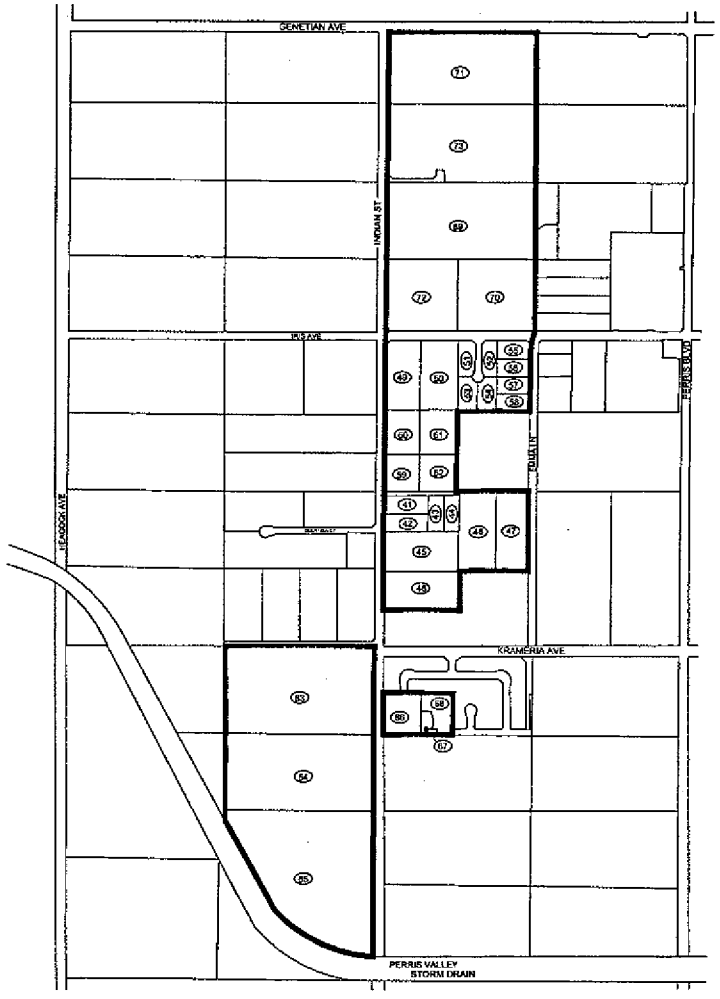

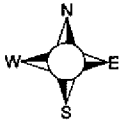

LEGEND FOR SHEET 3

BOUNDARIES OF FUTURE ANNEXATION AREA OF IA NO. 3 OF CFD NO. 7 (FIA NO. 3)

(1) MAP REFERENCE NUMBER

MAP REF NO.	ASSESSOR'S PARCEL NO.
41	316-070-020
42	316-070-021
43	316-070-022
44	316-070-023
45	316-070-024
46	316-070-025
47	316-070-026
48	316-070-027
49	316-030-001
50	316-030-002
51	316-030-003
52	316-030-004
53	316-030-005
54	316-030-006
55	316-030-007
56	316-030-008
57	316-030-009
58	316-030-010
59	316-030-016
60	316-030-017
61	316-030-018
62	316-030-019
63	316-100-010
64	316-100-028
65	316-100-030
66	316-110-003
67	316-110-028
68	316-110-031
69	465-220-012
70	465-220-014
71	465-220-023
72	465-220-028
73	465-220-032

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MV00175500

City of Moreno Valley

Community Facilities District No. 7

Community Facilities District Report

MORENO VALLEY
WHERE DREAMS SOAR

June 24, 2008

MuniFinancial

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Lancaster, CA
Temecula, CA
Orlando, FL
Phoenix, AZ
Fresno, CA
Seattle, WA

www.muni.com

ATTACHMENT 4

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B. Boundaries of Future Annexation Areas 2
C. Description of Facilities 3
D. Rate and Method of Apportionment of Special Tax 6
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EXHIBIT D – IMPROVEMENT AREA NO. 2 RMA D-1

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Introduction

WHEREAS, the City Council of the City of Moreno Valley ("City"), in the County of Riverside and State of California, did, pursuant to the terms and provisions of Chapter 2.5 of Part 1, of Division 2, of Title 5 of the Government Code of the State of California commencing with Section 53311, as amended ("Act"), and specifically Section 53321.5 thereof, expressly order the filing of a written Community Facilities District Report ("Report") with the City for a proposed community facilities district, which shall be referred to as Community Facilities District No. 7 of the City of Moreno Valley, (hereinafter referred to as "CFD No. 7"); and

WHEREAS, the Report generally contains the following:

- A brief description of the Facilities by type, which are authorized to be funded through CFD No. 7 and necessary to meet increased demands and needs placed upon the City or the Riverside County Flood Control and Water Conservation District ("Flood Control District") as a result of development within CFD No. 7;
- An estimate of the cost of financing such Facilities, including incidental expenses, determination of the amount of any Special Tax, collection of any Special Tax, and all other related costs as provided for in Section 53345.3 of the Act; and
- The Rate and Method of Apportionment of the Special Tax ("RMA") for each Improvement Area within CFD No. 7 in sufficient detail to allow each property owner within CFD No. 7 to calculate the Maximum Special Tax that may be levied against their property.

For particulars, reference is made to the Resolution of Intention, Resolution No. 2008-51 as previously approved by the City. All capitalized terms not defined herein are defined within the RMA for each Improvement Area and the Resolution of Intention.

NOW THEREFORE MuniFinancial, the appointed responsible firm directed to prepare the Report, pursuant to the provisions of the Act, does hereby submit the following:

A. Boundaries of CFD No. 7

The boundaries of CFD No. 7 are divided into three separate improvement areas identified as Improvement Area No. 1, Improvement Area No. 2, and Improvement Area No. 3.

1. *Improvement Area No. 1*

Improvement Area No. 1 is an industrial area that encompasses a territory of land (approximately 151.45 acres) generally located north of Nandina Avenue, south of Cardinal Avenue, east of Heacock Street, and west of Indian Street and includes fifteen (15) parcels divided into two zones, Zone 1 and Zone 2. As of the writing of this Report, the parcels within this development are identified by the Riverside County Assessor's Office as Assessor's Parcel Numbers 316-170-001, 316-170-002, 316-170-004, 316-170-006, 316-170-007, 316-170-010, 316-170-013, 316-170-014, 316-180-002, 316-180-003, 316-180-005, 316-180-006, 316-180-008, 316-180-009, and 316-180-010.

2. Improvement Area No. 2

Improvement Area No. 2 is an industrial area that encompasses a territory of land (approximately 38.99 acres) generally located east of Improvement Area No. 1 (north of Nandina Avenue, east of Knox Street, west of Perris Boulevard, and south of San Michele Avenue) and includes ten (10) parcels. As of the writing of this Report, the parcels within this development are identified by the Riverside County Assessor's Office as Assessor's Parcel Numbers 316-200-003, 316-200-009 through 316-200-014, 316-200-018, and 316-200-028 through 316-200-029.

3. Improvement Area No. 3

Improvement Area No. 3 is an industrial area that encompasses a territory of land (approximately 74.88 acres) generally located north of Improvement Area No. 1 (north of Krameria Road, south of Iris Avenue, and west of Indian Street) and includes twelve (12) parcels. As of the writing of this Report, the parcels within this development are identified by the Riverside County Assessor's Office as Assessor's Parcel Numbers 316-020-002 through 316-020-005, and 316-020-012 through 316-020-019.

The boundaries of CFD No. 7 include all properties and parcels on which a Special Tax may be levied to pay for the costs and expenses of the authorized Facilities.

A reduced scale map entitled "Map of Proposed Boundaries of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California" is set forth in Exhibit A attached hereto, and incorporated herein by this reference. A full-scale map is on file in the Office of the City Clerk of the City and has been recorded with the County Recorder.

B. Boundaries of Future Annexation Areas

The boundary of the Future Annexation Areas of CFD No. 7 includes all properties and parcels whose runoff is tributary to the Flood Control District Facilities proposed to be financed through the CFD, and which may be subject to the Area Drainage Plan ("ADP") fees once developed or redeveloped. The Future Annexation Areas of CFD No. 7 are composed of three distinct and separate boundaries, which correspond to each of the three Improvement Areas and their related storm drain facilities.

1. Future Annexation Area of Improvement Area No. 1

The Future Annexation Area related to Improvement Area No. 1 (FIA No. 1) of CFD No. 7 encompasses two noncontiguous territories of land, totaling approximately 206.16 acres. One of the two territories is generally located north of Cardinal Avenue, east of Heacock Street, and west of the Perris Valley Storm Drain. The second of the two territories is generally located south of Nandina Avenue, west of Indian Street, and north of Oleander Avenue. Collectively, FIA No. 1 includes sixteen (16) parcels. As of the writing of this Report, the parcels within FIA No. 1 are identified by the Riverside County Assessor's Office as Assessor's Parcel Numbers: 316-100-013, 316-100-045, 316-210-005 though 316-210-008, 316-210-010, 316-210-011, 316-210-019, 316-210-020, 316-210-026, 316-210-051, 316-210-055, 316-210-057, 316-210-069 and 316-210-077.

2. Future Annexation Area of Improvement Area No. 2

The Future Annexation Area related to Improvement Area No. 2 (FIA No. 2) of CFD No. 7 encompasses two noncontiguous territories of land, totaling approximately 122.83 acres. One of the two territories is generally located east of Indian Street, west of Perris Boulevard, north of Nandina Avenue, and south of the Perris Valley Storm Drain. The second of the two territories is generally located south of Nandina Avenue, north of Grove View Drive, west of Perris Boulevard, and east of Indian Street. Collectively, FIA No. 2 includes twenty-four (24) parcels. As of the writing of this Report, the parcels within FIA No. 2 are identified by the Riverside County Assessor's Office as Assessor's Parcel Numbers: 316-190-009, 316-190-011, 316-190-012, 316-190-017, 316-190-018, 316-190-022 through 316-190-025, 316-190-030, 316-190-035 through 316-190-037, 316-190-043, 316-190-044, 316-200-001, 316-200-015, 316-200-019, 316-200-030, 316-200-031 and 316-210-035 through 316-210-038.

3. Future Annexation Area of Improvement Area No. 3

The Future Annexation Area related to Improvement Area No. 3 (FIA No. 3) of CFD No. 7 encompasses two noncontiguous territories of land, totaling approximately 206.16 acres. One of the two noncontiguous territories is generally located northeast of the Perris Valley Strom Drain, south of Krameria Avenue, and west of Indian Street, but also including 3 parcels east of Indian Street. The second of the two territories is generally located south of Genetian Avenue, north of Krameria Avenue, west of Indian Street, and east of Emma Lane. Collectively, FIA No. 3 includes thirty-three (33) parcels. As of the writing of this Report, the parcels within FIA No. 3 are identified by the Riverside County Assessor's Office as Assessor's Parcel Numbers: 316-020-020 through 316-020-027, 316-030-001 through 316-030-010, 316-030-016 through 316-030-019, 316-100-010, 316-100-028, 316-100-030, 316-110-003, 316-110-020, 316-110-021, 485-220-012, 485-220-014, 485-220-023, 485-220-028 and 485-220-032.

A reduced scale map entitled "Map of Proposed Boundaries of Future Annexation Area of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California" is set forth in Exhibit A attached hereto, and incorporated herein by this reference. A full-scale map is on file in the Office of the City Clerk of the City and has been recorded with the Riverside County Recorder.

C. Description of Facilities

CFD No. 7 is being formed to finance facilities authorized by the Act and necessary to meet increased demands and needs placed upon the City or the Flood Control District as a result of development within CFD No. 7. The facilities authorized for CFD No. 7 are generally described as the Improvement Area No. 1 Improvements, Improvement Area No. 2 Improvements, and Improvement Area No. 3 Improvements (collectively the "Facilities"), set forth in the following sections of this Report. The storm drain facilities will be owned by the Flood Control District and a Joint Community Facilities Agreement will be executed between the City and the Flood Control District as part of these proceedings. A detailed cost estimate of the Facilities is provided in Exhibit B attached hereto and incorporated herein by this reference.

1. Improvement Area No. 1 Improvements:

Improvements to be financed from the proceeds of bonds issued for Improvement Area No. 1 (the "Improvement Area No. 1 Improvements") include the following, subject to modification based upon the City's final conditions of approval of the Improvement Area No. 1 Street Improvements (as defined below) or the final approval of the Plans and Specifications, or the Flood Control District's final conditions of approval of the Improvement Area No. 1 Flood Control Facilities (as defined below) or the final approval of the plans and specifications.

a. Improvement Area No. 1 Street Improvements:

1. Nandina Avenue will be improved from Heacock Street to Indian Street – North Side – the components of this Street Improvement will include but not be limited to curb and gutter, sidewalk, structural section and paving of roadways, street lighting, traffic signals and appurtenances (at the intersections of Indian Street/Nandina Avenue), striping, signage, ADA ramps, drive aprons, local depressions and catch basins.
2. Heacock Street will be improved from Nandina Street to Komar Property Line – the components of this Street Improvement will include but not be limited to curb and gutter, sidewalk, structural section and paving of roadways, street lighting, traffic signals and appurtenances (as the intersection of Heacock Street and San Michele Avenue), local depressions and catch basins.
3. Traffic signal installation at the intersection of Indian Street and San Michele Avenue.

b. Improvement Area No. 1 Flood Control Facilities:

The Master Plan storm drain facilities identified as Perris Valley Lateral B-3a through B-3g and Lateral B-3.2, including all appurtenant box culverts, appurtenant laterals, and utility relocations necessary to implement the work.

2. Improvement Area No. 2 Improvements:

Improvements to be financed from the proceeds of bonds issued for Improvement Area No. 2 (the "Improvement Area No. 2 Improvements") include the following subject to modification based upon the City's final conditions of approval of the Improvement Area No. 2 Street Improvements (as defined below) or the final approval of the Plans and Specifications, or the Flood Control District's final conditions of approval of the Improvement Area No. 2 Flood Control Facilities (as defined below) or the final approval of the plans and specifications.

a. Improvement Area No. 2 Street Improvements:

Nandina Avenue to First Industrial Property Line - the components of this Street Improvement will include but not be limited to curb and gutter, sidewalk, structural section and paving of roadways, street lighting, striping, signage, ADA ramps, drive aprons, local depressions and catch basins.

b. Improvement Area No. 2 Flood Control Facilities:

The Master Drainage Plan for storm drain facilities identified as Perris Valley Laterals B-1 and B-1.2, including all appurtenant box culverts and laterals.

3. Improvement Area No. 3 Improvements:

Improvements to be financed from the proceeds of bonds issued for Improvement Area No. 3 ("Improvement Area No. 3 Improvements") include the following subject to modification based upon the City's final conditions of approval of the Improvement Area No. 3 Street and Utility Improvements (as defined below) or the final approval of the Plans and Specifications, or the Flood Control District's final conditions of approval of the Improvement Area No. 3 Flood Control Facilities (as defined below) or the final approval of the plans and specifications.

a. Improvement Area No. 3 Street Improvements:

1. Indian Street from Iris Avenue to Krameria Avenue - the components of this Street Improvement will include but not be limited to curb and gutter, sidewalk, structural section and paving of roadways, street lighting, traffic signals and appurtenances (at the intersections of Indian Street and Iris Avenue and Indian Street and Krameria Avenue) striping, signage, ADA ramps, drive aprons, local depressions and catch basins.
2. Iris Avenue from Street "A" to Indian Street - the components of this Street Improvement will include but not be limited to curb and gutter, sidewalk, structural section and paving of roadways, street lighting, traffic signals and appurtenances (at the intersections of Iris Avenue and Future Street) striping, signage, ADA ramps, drive aprons, local depressions and catch basins.
3. Street "A" from Iris Avenue to Krameria Avenue - the components of this Street Improvement will include but not be limited to curb and gutter, sidewalk, structural section and paving of roadways, street lighting, striping, signage, ADA ramps, drive aprons, local depressions and catch basins.
4. Krameria Avenue from Indian Street to Street "A" - the components of this Street Improvement will include but not be limited to curb and gutter, sidewalk, structural section and paving of roadways, street lighting, striping, signage, ADA ramps, drive aprons, local depressions and catch basins.

b. Improvement Area No. 3 Utility Improvements:

Undergrounding of overhead utilities adjacent to or in the Street Improvements for Indian Street described above.

c. Improvement Area No. 3 Flood Control Facilities:

The Master Drainage Plan for storm drain facilities identified as Sunnymead Line D-1, including all appurtenant box culverts and laterals.

D. Rate and Method of Apportionment of Special Tax

The Resolution of Intention sets forth the RMA for each Improvement Area within CFD No. 7, which allows each property owner within CFD No. 7 to calculate the maximum annual amount that would be required for payment if a Special Tax were levied. **The information detailed in this section is a general summary of the RMA for each Improvement Area within CFD No. 7, and is not intended to be, nor interpreted as, complete or authoritative versions of the RMA for each Improvement Area.** The RMAs related to Improvement Area No. 1, Improvement Area No. 2, and Improvement Area No. 3 are set forth in Exhibits C, D, and E, respectively, attached hereto, and incorporated herein by this reference. Defined terms in section D of this report are used as defined per the respective RMAs.

Maximum Special Taxes

A. Improvement Area No. 1

1. Zone 1

Each Fiscal Year commencing in Fiscal Year 2008-2009, each Assessor's Parcel of Taxable Property within Zone 1 shall be subject to a Maximum Special Tax equal to $7,999 per Acre. The Maximum Special Tax for Taxable Property within Zone 1 shall be recalculated as Assessor's Parcels within the Future Annexation Area are annexed to Improvement Area No. 1 (IA No. 1), or if there is an adjustment to the Special Tax in accordance with Section D of the RMA for IA No. 1. The Maximum Special Tax for Taxable Property within Zone 1 shall be recalculated as follows:

1) Calculate the total amount of Special Taxes that can be generated through the levy of the Maximum Special Tax within Zone 1, exclusive of Annexed Property, by multiplying the original Maximum Special Tax established for Zone 1 ($7,999 per Acre) by the minimum taxable Acreage originally established for Zone 1 (47.92 Acres).

[$7,999 x 47.92 = $383,312]

2) Calculate the total amount of Special Taxes that can be generated by Annexed Property through the levy of the Maximum Special Tax for Annexed Property in accordance with Section C.3 of the RMA for IA No. 1.

3) The new Maximum Special Tax for Taxable Property within Zone 1 shall equal the result calculated in Step 1, minus the result calculated in Step 2 multiplied by 49.44%, and then by dividing such amount by the minimum taxable Acreage originally established for Zone 1 (47.92 Acres), exclusive of Annexed Property.

[$383,312 – (Step 2 result * 0.4944)]/47.92 =
Maximum Special Tax per Acre for Taxable Property within Zone 1

2. Zone 2

Each Fiscal Year commencing in Fiscal Year 2008-2009, each Assessor's Parcel of Taxable Property within Zone 2 shall be subject to a Maximum Special Tax equal to $4,750 per Acre. The Maximum Special Tax for Taxable Property within Zone 2 shall be recalculated as Assessor's Parcels within the Future Annexation Area are annexed to IA No. 1, or if there is an adjustment to the Special Tax in accordance with Section D of the RMA for IA No. 1. The Maximum Special Tax for Taxable Property within Zone 2 shall be recalculated as follows:

1) Calculate the total amount of Special Taxes that can be generated through the levy of the Maximum Special Tax within Zone 2, exclusive of Annexed Property, by multiplying the original Maximum Special Tax established for Zone 2 ($4,750 per Acre) by the minimum taxable Acreage for Zone 2 (82.53 Acres).

[$4,750 x 82.53 = $392,018]

2) Calculate the total amount of Special Taxes that can be generated by Annexed Property through the levy of the Maximum Special Tax for Annexed Property in accordance with Section C.3 of the RMA for IA No. 1.

3) The new Maximum Special Tax for Taxable Property within Zone 2 shall equal the result calculated in Step 1, minus the result calculated in Step 2 multiplied by 50.56%, and then by dividing such amount by the minimum taxable Acreage originally established for Zone 2 (82.53 Acres), exclusive of Annexed Property.

[$392,018 – (Step 2 result * 0.5056)]/82.53 =
Maximum Special Tax per Acre for Taxable Property within Zone 2

3. Annexed Property

The Maximum Special Tax for Annexed Property shall be equal to the Maximum Special Tax set forth in Exhibit A of the RMA for IA No. 1, which is attached as Exhibit C and incorporated herein by reference.

B. Improvement Area No. 2

1. Taxable Property

Each Fiscal Year commencing in Fiscal Year 2008-2009, each Assessor's Parcel of Taxable Property, exclusive of Annexed Property, shall be subject to a Maximum Special Tax equal to $8,287 per Acre.

The Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall be recalculated as Assessor's Parcels within the Future Annexation Area are annexed to Improvement Area No. 2 (IA No. 2) of CFD No.7. Once Annexed Property exists within IA No. 2 of CFD No. 7, the Maximum Special Tax shall be recalculated as follows:

1) Calculate the total amount of Special Taxes that can be generated through the levy of the Maximum Special Tax, exclusive of Annexed Property, by multiplying the original Maximum Special Tax established for IA No. 2 ($8,287 per Acre) by the minimum taxable Acreage originally established for IA No. 2 (33.89 Acres).

[$8,287 x 33.89 = $280,846]

2) Calculate the total amount of Special Taxes that can be generated by Annexed Property through the levy of the Maximum Special Tax for Annexed Property in accordance with Section C.2 of the RMA for IA No. 2.

3) The new Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall equal the result calculated in Step 1, minus the result calculated in Step 2, and then by dividing such amount by the minimum taxable Acreage originally established for IA No. 2 (33.89 Acres).

[$280,846 - Step 2 result]/33.89 =

Maximum Special Tax per Acre for Taxable Property, exclusive of Annexed Property

2. Annexed Property

The Maximum Special Tax for Annexed Property shall be equal to the Maximum Special Tax set forth in Exhibit A of the RMA for IA No. 2, which is attached as Exhibit D and incorporated herein by reference.

C. *Improvement Area No. 3*

1. *Taxable Property*

Each Fiscal Year commencing in Fiscal Year 2008-2009, each Assessor's Parcel of Taxable Property, exclusive of Annexed Property, shall be subject to a Maximum Special Tax equal to $5,769 per Acre.

The Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall be recalculated as Assessor's Parcels within the Future Annexation Area are annexed to Improvement Area No. 3 (IA No. 3) of CFD No.7. Once Annexed Property exists within IA No. 3 of CFD No. 7, the Maximum Special Tax shall be recalculated as follows:

1) Calculate the total amount of Special Taxes that can be generated through the levy of the Maximum Special Tax, exclusive of Annexed Property, by multiplying the original Maximum Special Tax established for IA No. 3 ($5,769 per Acre) by the minimum taxable Acreage originally established for IA No. 3 (65.19 Acres).

[$5,769 x 65.19 = $376,081]

2) Calculate the total amount of Special Taxes that can be generated by Annexed Property through the levy of the Maximum Special Tax for Annexed Property in accordance with Section C.2 of the RMA for IA No. 3.

3) The new Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall equal the result calculated in Step 1, minus the result calculated in Step 2, and then by dividing such amount by the minimum taxable Acreage originally established for IA No. 3 (65.19 Acres).

[$376,081 - Step 2 result]/65.19 =

Maximum Special Tax per Acre for Taxable Property, exclusive of Annexed Property

2. Annexed Property

The Maximum Special Tax for Annexed Property shall be equal to the Maximum Special Tax set forth in Exhibit A of the RMA for IA No. 3, which is attached as Exhibit E and incorporated herein by reference.

Administrative Adjustments to the Maximum Special Tax

1. Prior to Issuance of Bonds

Prior to the issuance of the first series of Bonds, for each respective Improvement Area, the CFD Administrator shall calculate the total tax burden for all Assessor's Parcels of Taxable Property within the applicable Improvement Area, to determine whether or not any reductions are necessary to the Maximum Special Tax rate(s) for the applicable Improvement Area identified herein in order to comply with the Goals and Policies. If a mandatory Special Tax reduction is implemented, the same percent reduction shall be applied to the Maximum Special Tax for each Zone, if applicable, exclusive of the Maximum Special Tax for Annexed Property, and the City Council shall cause an "Amended Notice of Special Tax Lien" to be recorded in compliance with the Act. The amount of Bonds that may be issued for the applicable Improvement Area will be recalculated and shall not exceed an amount, in which, the Maximum Special Taxes that could be levied on Taxable Property within the applicable Improvement Area in each Fiscal Year, less Administrative Expenses for such Fiscal Year, shall provide no less than 110% coverage on the annual debt service on all Outstanding Bonds associated with such Improvement Area.

2. Subsequent to Issuance of Bonds

If, in any Fiscal Year after the City has issued the first series of Bonds, either (i) a Final Map is proposed to be recorded or (ii) an existing Final Map is proposed to be amended, that will result in a reduction of total Acreage of Taxable Property within the applicable Improvement Area to less than the amount identified in Section I of the applicable RMA for such Improvement Area, then a mandatory prepayment must be made in accordance with the Prepayment provisions as set forth under Sections F and G of the RMA for the applicable Improvement Area. The mandatory prepayment must be made by the landowners of those Assessor's Parcel(s) that are the subject of the proposed Final Map or the landowners of those Assessor's Parcel(s) that will be amended by the amended Final Map.

If a mandatory prepayment is required, the mandatory prepayment shall be paid as a requirement to record such new Final Map or amended Final Map.

Method of Apportionment

Special Taxes within each Improvement Area shall be levied to satisfy each Improvement Area's respective Special Tax Requirement, in accordance with the following procedures. Commencing in Fiscal Year 2008-2009 and for each subsequent Fiscal Year until terminated, the City Council shall levy Special Taxes on all Taxable Property within each Improvement Area, independent of the other two Improvement Areas, until the total amount of Special Taxes levied within such Improvement Area equals the applicable Special Tax Requirement in accordance with the following steps:

Step One: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Annexed Property and each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

Step Two: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

Step Three: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

Step Four: If additional monies are needed to satisfy the Special Tax Requirement after all previous steps have occurred, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

Prepayment of Special Tax

The Special Tax obligation of an Assessor's Parcel of Taxable Property within CFD No. 7 may be prepaid in full, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time that the Special Tax obligation would be prepaid. The Prepayment Amount for an Assessor's Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor's Parcel intending to prepay all or a part of the Special Tax obligation shall provide the City with written notice of intent to prepay, and within 10 business days of receipt of such notice, the City shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by CFD No. 7 in calculating the proper amount of a prepayment. Within 30 business days of receipt of such non-refundable deposit, the City shall notify such owner of the prepayment amount of such Assessor's Parcel. Prepayment must be made not less than 60 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given by the Trustee pursuant to the Indenture.

The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula:

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance
plus	Administrative Fee
less	Reserve Fund Credit
less	Capitalized Interest Credit
equals	Prepayment Amount

The Special Tax obligation of an Assessor's Parcel of Taxable Property may also be partially prepaid, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax obligation would be prepaid.

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = (P_F - A) \times F + A$$

The terms above have the following meanings:

PP = the Partial Prepayment Amount.

P_F = the Prepayment Amount calculated above.

F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax obligation.

A = Administrative Fees

Termination of Special Tax

For each Fiscal Year that any Bonds are outstanding for the applicable Improvement Area, the Special Tax shall be levied on all Assessor's Parcels of Taxable Property within such Improvement Area. If any delinquencies for the Special Tax remain uncollected prior to or after all Bonds are retired, the Special Tax may be levied to the extent necessary to reimburse CFD No. 7 for uncollected Special Taxes, but not later than the 2048-49 Fiscal Year

Exemptions

The City shall classify as Exempt Property: (i) Public Property, (ii) Assessor's Parcels used or owned exclusively by a property owners' association, or (iii) Assessor's Parcels with public or utility easements, including Assessor's Parcels designated as open space or retention basin, making impractical their utilization for other purposes than those set forth in the easement, provided that such classification would not reduce the Acreage of all Taxable Property within Improvement Area No. 1 to less than 47.92 Acres within Zone 1, or to less than 82.53 Acres within Zone 2; within Improvement Area No. 2, to less than 33.89 Acres; and within Improvement Area No. 3, to less than 65.19 Acres. Public Property that cannot be classified as Exempt Property will be classified as Taxable Public Property and shall be subject to the applicable Maximum Special Tax. All other Assessor's Parcels identified within this section that cannot be classified as Exempt Property will be classified as Provisional Property and will be subject to the applicable Maximum Special Tax.

E. Conclusion

Based on information provided by, and discussions with, the City, Flood Control District, and the property owners, the Facilities are authorized to be financed by the Act and are necessary as a result of development occurring within the boundaries of CFD No. 7. Further, it is my opinion that the Special Taxes per the RMAs for Improvement Area No. 1, Improvement Area No. 2, and Improvement Area No. 3 as set forth in Exhibits C, D, and E, respectively, are equitable and are not discriminatory or arbitrary and permits a purchaser of property subject to the Special Tax sufficient means of determining their obligation.

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By: Chris Fisher, Principal Consultant

Exhibit A – Description of Boundaries

Boundaries of CFD No. 7

The boundaries of CFD No. 7 is comprised of three separate Improvement Areas which will be shown on that certain map to be kept on file in the Office of the City Clerk entitled "Map of Proposed Boundaries of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California." This map indicates, by a boundary line, the extent of the territory included in CFD No. 7 at the time of the formation of CFD No. 7. The parcels of real property within CFD No. 7 are described more particularly on the Assessor Parcel Maps that are on file in the office of the Riverside County Assessor or on Maps filed with the County Recorder in connection with lot line adjustments and are incorporated into this Report by reference.

A reduced copy of the boundary map follows. The original of such map has been recorded in the records of the County Recorder, County of Riverside, State of California, recorded May 16, 2008 as Instrument No. 2008-0265595, in Book 73 Pages 6-8 of Maps of Assessment and Community Facilities Districts.

Boundaries of Future Annexation Area of CFD No. 7

The boundaries of the Future Annexation Area of CFD No. 7 is comprised of three separate Improvement Areas which will be shown on that certain map to be kept on file in the Office of the City Clerk entitled "Map of Proposed Boundaries of Future Annexation Area of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California." This map indicates, by a boundary line, the extent of the future territory included in CFD No. 7 upon annexation. The parcels of real property within CFD No. 7 are described more particularly on the Assessor Parcel Maps that are on file in the office of the Riverside County Assessor or on Maps filed with the County Recorder in connection with lot line adjustments and are incorporated into this Report by reference.

A reduced copy of the boundary map follows. The original of such map has been recorded in the records of the County Recorder, County of Riverside, State of California, recorded May 16, 2008 as Instrument No. 2008-0265596, in Book 73 Pages 9-11 of Maps of Assessment and Community Facilities Districts.

SHEET 1 OF 3

MAP OF PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 7

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

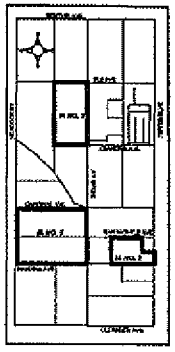

Vicinity Map

MAP REFERENCE	ASSESSOR'S PARCEL NO.
1	[illegible]
2	[illegible]
3	[illegible]
4	[illegible]
5	[illegible]
6	[illegible]
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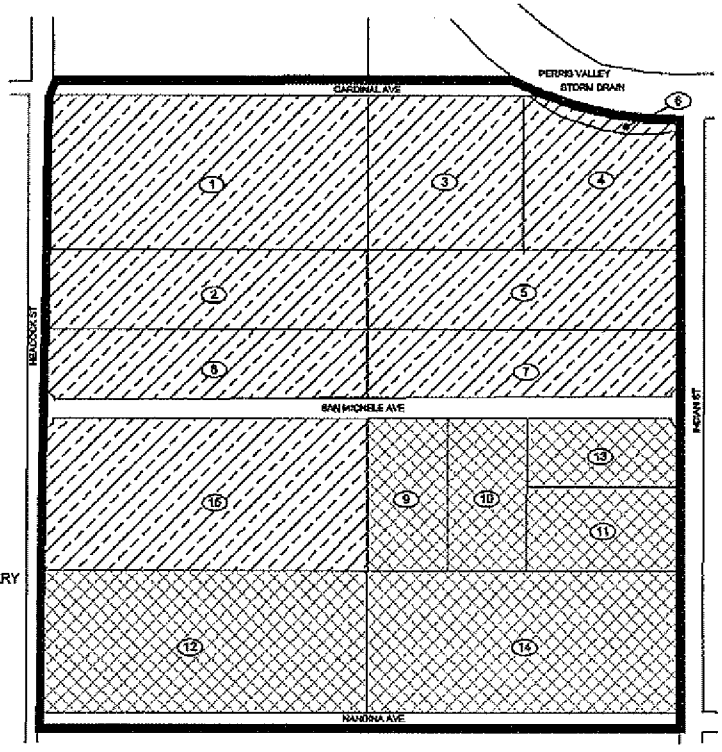

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____ DAY OF _____ 2006.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 7, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2006, BY ITS RESOLUTION NO. _____

_____
CITY CLERK
CITY OF MORENO VALLEY

RIVERSIDE COUNTY RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 2006, AT THE HOUR OF _____ O'CLOCK, ____ M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE(S) _____, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE: _____

INSTRUMENT NO.: _____

LARRY WARD, ASSESSOR-COUNTY CLERK-RECORDER

_____
BY DEPUTY
COUNTY RECORDER
COUNTY OF RIVERSIDE

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

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

LEGEND FOR SHEET 1

- IMPROVEMENT AREA NO. 1 (IA NO. 1) BOUNDARY
- (1) MAP REFERENCE NUMBER
- ZONE 1
- ZONE 2

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SHEET 2 OF 3

MAP OF PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 7

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

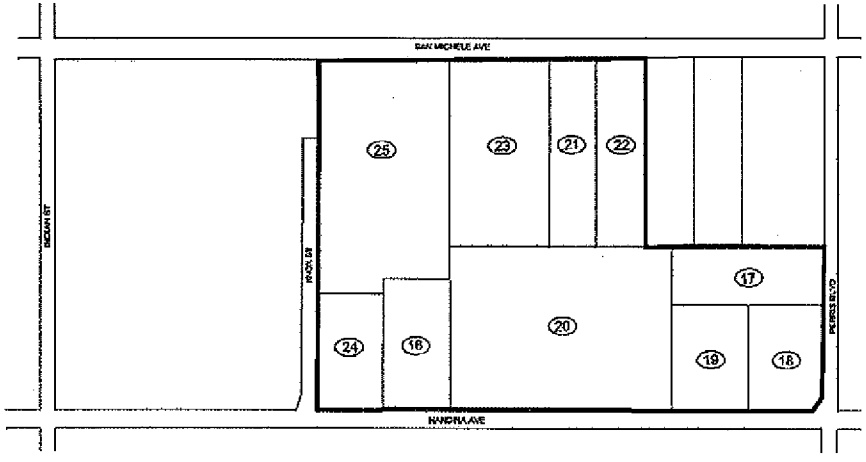

MAP REF NO.	ASSESSOR'S PARCEL NO.
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18	316-200-010
19	316-200-011
20	316-200-012
21	316-200-013
22	316-200-014
23	316-200-015
24	316-200-028
25	316-200-029

LEGEND FOR SHEET 2

IMPROVEMENT AREA NO. 2 (IA NO. 2) BOUNDARY

(1) MAP REFERENCE NUMBER

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MAP OF PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 7

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

SHEET 3 OF 3

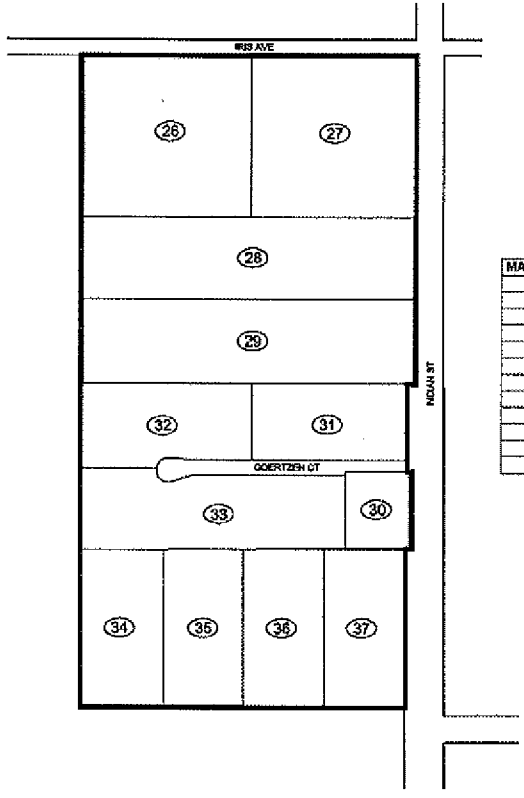

LEGEND FOR SHEET 3

IMPROVEMENT AREA NO. 3 (IA NO. 3) BOUNDARY

(1) MAP REFERENCE NUMBER

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28	316-020-004
29	316-020-005
30	316-020-012
31	316-020-013
32	316-020-014
33	316-020-015
34	316-020-016
35	316-020-017
36	316-020-018
37	316-020-019

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SHEET 1 OF 3

MAP OF PROPOSED BOUNDARIES OF FUTURE ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 7

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

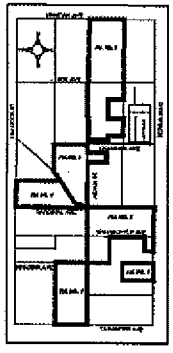

Vicinity Map

LEGEND FOR SHEET 1

BOUNDARIES OF FUTURE ANNEXATION AREA OF IA NO. 1 OF CFD NO. 7 (FIA NO. 1)

(1) MAP REFERENCE NUMBER

MAP REF. NO.	ASSESSOR'S PARCEL NO.
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2	316-[illegible]
3	316-[illegible]
4	316-[illegible]
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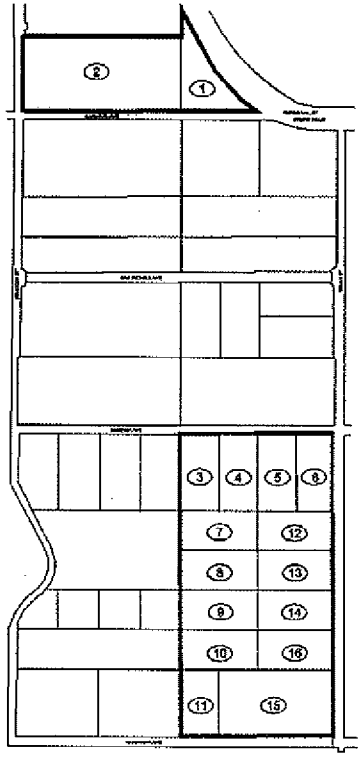

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____ DAY OF _____ 2006.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF FUTURE ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 7, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2006, BY ITS RESOLUTION NO. _____.

_____
CITY CLERK
CITY OF MORENO VALLEY

RIVERSIDE COUNTY RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 2006, AT THE HOUR OF _____ O'CLOCK ___ M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE(S) _____, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE: _____

INSTRUMENT NO.: _____

LARRY WARD, ASSESSOR-COUNTY CLERK-RECORDER

_____
BY DEPUTY
COUNTY RECORDER
COUNTY OF RIVERSIDE

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

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

MuniFinancial

SHEET 2 OF 3

MAP OF PROPOSED BOUNDARIES OF FUTURE ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 7

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

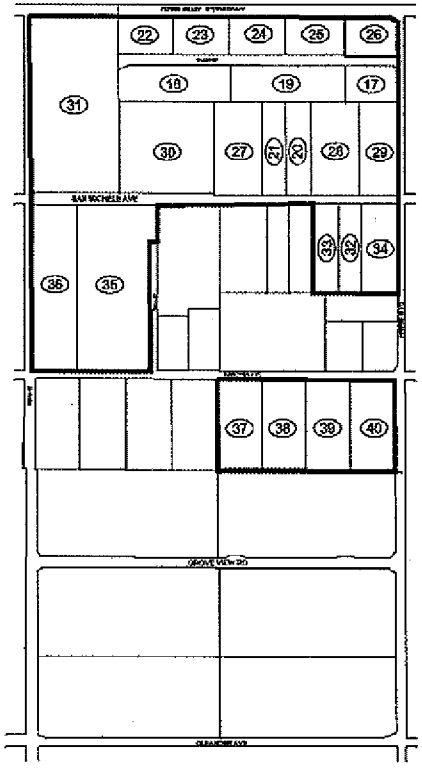

LEGEND FOR SHEET 2

BOUNDARIES OF FUTURE ANNEXATION AREA OF IA NO. 2 OF CFD NO. 7 (FIA NO. 2)

(1) MAP REFERENCE NUMBER

MAP REF NO.	ASSESSOR'S PARCEL NO.
17	[illegible]
18	[illegible]
19	[illegible]
20	[illegible]
21	[illegible]
22	[illegible]
23	[illegible]
24	[illegible]
25	[illegible]
26	[illegible]
27	[illegible]
28	[illegible]
29	[illegible]
30	[illegible]
31	[illegible]
32	[illegible]
33	[illegible]
34	[illegible]
35	[illegible]
36	[illegible]
37	[illegible]
38	[illegible]
39	[illegible]
40	[illegible]

MuniFinancial

SHEET 3 OF 3

MAP OF PROPOSED BOUNDARIES OF FUTURE ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 7

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

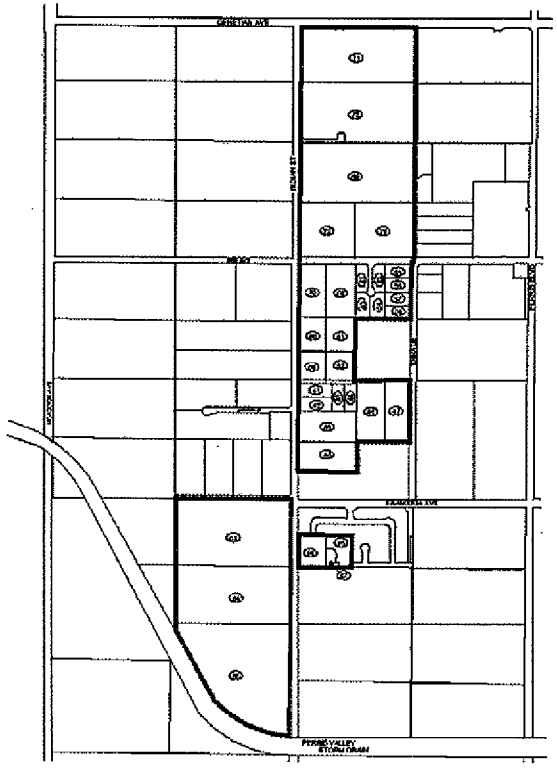

LEGEND FOR SHEET 3

BOUNDARIES OF FUTURE ANNEXATION AREA OF IA NO. 3 OF CFD NO. 7 (FIA NO. 3)

(1) MAP REFERENCE NUMBER

MAP REF NO	ASSESSOR'S PARCEL NO
41	[illegible]
42	[illegible]
43	[illegible]
44	[illegible]
45	[illegible]
46	[illegible]
47	[illegible]
48	[illegible]
49	[illegible]
50	[illegible]
51	[illegible]
52	[illegible]
53	[illegible]
54	[illegible]
55	[illegible]
56	[illegible]
57	[illegible]
58	[illegible]
59	[illegible]
60	[illegible]
61	[illegible]
62	[illegible]
63	[illegible]
64	[illegible]
65	[illegible]
66	[illegible]
67	[illegible]
68	[illegible]
69	[illegible]
70	[illegible]
71	[illegible]
72	[illegible]
73	[illegible]

MuniFinancial

Exhibit B – Cost Estimates

Facilities

It is proposed that CFD No. 7 incur bonded indebtedness, secured by the levy of the Special Tax within CFD No. 7, for the purpose of financing the authorized Facilities within CFD No. 7. The list below should not be interpreted as a hierarchy of which Facilities should be financed first. The priority of the Facilities proposed to be financed shall be determined by the City.

Description	Total Fees, Facilities, and Incidental Costs	Improvement Area 1	Improvement Area 2	Improvement Area 3
CFD Hard Cost				
Storm Drain	$ 6,187,394	$ 3,600,000	$ 1,300,394	$ 1,287,000
Gas Line Relocation for Storm Drain	125,000	125,000	-	-
Street / ROW Improvements	1,627,813	985,906	-	641,907
SUBTOTAL	7,940,207	4,710,906	1,300,394	1,928,907
Hard Cost Contingency (@ 10.00%)	794,021	471,091	130,039	192,891
TOTAL HARD COST	**8,734,228**	**$ 5,181,997**	**$ 1,430,433**	**$ 2,121,798**
CFD Soft Cost				
Civil Engineering (@3.00%)	238,206	141,327	39,012	57,867
Construction Staking (@1.00%)	79,402	47,109	13,004	19,289
Fees-General Contractor (@8.00%)	698,738	414,560	114,435	169,744
General Conditions (@3.00%)	262,027	155,460	42,913	63,654
Landscape Architect	-	-	-	-
Plan check & Permits (@3.00%)	238,206	141,327	39,012	57,867
Soils/Materials Testing (@1.00%)	79,402	47,109	13,004	19,289
SUBTOTAL	1,595,982	946,892	261,379	387,710
Soft Cost Contingency (@2.00%)	31,920	18,938	5,228	7,754
TOTAL SOFT COST	**$ 1,627,901**	**$ 965,830**	**$ 266,607**	**$ 395,465**
TOTAL IMPROVEMENT COSTS	**$ 10,362,129**	**$ 6,147,827**	**$ 1,697,040**	**$ 2,517,262**
Incidental Cost				
Reserve Fund	1,165,410	659,258	209,767	296,385
Capitalized Interest	1,121,418	597,445	225,624	298,349
Underwriter Discount	276,374	157,974	49,069	69,331
Cost of Issuance	977,500	439,000	248,000	290,500
TOTAL INCIDENTAL COSTS	**$ 3,540,701**	**$ 1,853,676**	**$ 732,460**	**$ 954,565**
TOTAL COSTS	**$ 13,902,830**	**$ 8,001,503**	**$ 2,429,500**	**$ 3,471,828**

Exhibit C – Improvement Area No. 1 RMA

IMPROVEMENT AREA No. 1 OF
COMMUNITY FACILITIES DISTRICT NO. 7
OF THE CITY OF MORENO VALLEY

A special tax as hereinafter defined shall be levied on and collected within Improvement Area No. 1 of Community Facilities District No. 7 of the City of Moreno Valley ("IA No. 1") each Fiscal Year commencing in Fiscal Year 2008-2009, in an amount determined by the City Council of the City of Moreno Valley through the application of the appropriate Special Tax for "Developed Property," "Undeveloped Property," "Provisional Property," and "Taxable Public Property" as described below. IA No. 1 consists of two zones, designated as Zone 1 and Zone 2. All of the real property within IA No. 1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map, or other recorded instrument. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560. The minimum Acreage of Taxable Property is determined in accordance with Section I.

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

"Administrative Expenses" means any actual ordinary and necessary expense of the City, or designee thereof or both, to carry out the administration of IA No. 1 related to the determination of the amount of the levy of Special Taxes, the collection of Special Taxes, including the expenses of collecting delinquencies and pursuing foreclosures, the administration of Bonds, the payment of a proportional share of salaries and benefits of any City employee whose duties are related to the administration of IA No. 1, fees and expenses for counsel, audits, or other amounts needed to pay rebate to the federal government with respect to the Bonds, costs related to complying with continuing disclosure requirements pursuant to applicable federal and state securities law, costs associated with responding to public inquiries regarding IA No. 1 or the Bonds, and costs otherwise incurred in order to carry out the administration of IA No. 1.

"Annexed Property" means Assessor's Parcels originally identified within the Future Annexation Area that have been annexed to IA No. 1.

"Assessor's Parcel" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel number within the boundaries of IA No. 1.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

"Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which the Special Tax has been pledged.

"Boundary Map" means the "Map of Proposed Boundaries of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California," filed May 16, 2008 in Book 73, Pages 6-8 of Maps of Assessments and Community Facilities Districts in the office of the County Recorder.

"Building Permit" means a permit for new construction for a non-residential structure. For purposes of this definition, "Building Permit" shall not include permits for construction or installation of retaining walls, utility improvements, or other such improvements not intended for human habitation.

"Calendar Year" means the period commencing January 1 of any year and ending the following December 31.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes for IA No. 1.

"CFD No. 7" means Community Facilities District No. 7 of the City of Moreno Valley established by the City under the Act.

"City" means the City of Moreno Valley.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 7, or its designee.

"County" means the County of Riverside.

"Developed Property" means all Assessor's Parcels of Taxable Property for which Building Permits were issued on or before June 1 preceding the Fiscal Year for which Special Taxes are being levied, provided that a Final Map for such Assessor's Parcels was recorded on or before January 1 of the prior Fiscal Year for which Special Taxes may be levied.

"Exempt Property" means all Assessor's Parcels within IA No. 1 which are exempt from the Special Taxes pursuant to law or Section I herein.

"Facilities" means those public facilities authorized to be funded by CFD No. 7 as set forth in the formation documents for CFD No. 7.

"Final Map" means a recorded final map, parcel map, or lot line adjustment, evidencing the subdivision of property pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.).

"Fiscal Year" means the period commencing on July 1 of any year and ending the following June 30.

"Future Annexation Area" means all Assessor's Parcels within the future annexation area of IA No. 1 as determined by reference to the boundary map entitled "Map of Proposed Boundaries of Future Annexation Area of Community Facilities District No. 7, City of Moreno

Valley, County of Riverside, State of California," filed May 16, 2008 in Book 73, Pages 9-11 of Maps of Assessments and Community Facilities Districts in the office of the County Recorder.

"Goals and Policies" means the local goals and policies adopted by the City Council concerning the use of the Act that are in effect at the time of formation of CFD No. 7.

"Improvement Area No. 1" or "IA No. 1" means the area within CFD No. 7 designated as Improvement Area No. 1 by reference to the Boundary Map, as such area may be amended by the addition of Annexed Property.

"Indenture" means the indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"Maximum Special Tax" means the maximum Special Tax determined in accordance with Section C, which may be levied by CFD No. 7 in any Fiscal Year on an Assessor's Parcel of Taxable Property.

"Partial Prepayment Amount" means the amount required to prepay a portion of the Special Tax obligation for an Assessor's Parcel, as described in Section G.

"Prepayment Amount" means the amount required to prepay the Special Tax obligation in full for an Assessor's Parcel, as described in Section F.

"Proportionately" means, for Developed Property, the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor's Parcels of Developed Property. For Undeveloped Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property. For Provisional Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor's Parcels of Provisional Property. For Taxable Public Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor's Parcels of Taxable Public Property.

"Provisional Property" means all Assessor's Parcels identified under Section I, excluding Public Property, that are not classified as Exempt Property because such classification would reduce the sum of all Taxable Property to less than 47.92 Acres within Zone 1 or, to less than 82.53 Acres within Zone 2.

"Public Property" means any property within the boundaries of IA No. 1 that is owned by or irrecoverably dedicated to the City, the federal government, the State of California, the County, or any other public agency.

"Special Tax" means the special tax authorized to be levied by CFD No. 7 pursuant to the Act to fund the Special Tax Requirement.

"Special Tax Requirement" means the amount required in any Fiscal Year for IA No. 1 to fund: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses, (iii) any amount required to establish or replenish any reserve funds established in association with the Bonds, (iv) any delinquencies in the payment of prior years Special Taxes, (v) a reasonable estimate of delinquencies expected to occur in the Fiscal Year in which the Special Tax will be levied, and (vi) the acquisition or construction of eligible Facilities, provided that the inclusion of such amount does not cause an increase in the levy of the Special Tax on Undeveloped Property, less

(vii) any amount available to pay debt service or other periodic costs on the Bonds as reasonably determined by the CFD Administrator pursuant to the Indenture.

"Taxable Property" means all Assessor's Parcels that are not exempt from the Special Tax pursuant to law or the Rate and Method of Apportionment of Special Tax.

"Taxable Public Property" means all Assessor's Parcels defined as Public Property that are not classified as Exempt Property under Section I because such classification would reduce the sum of all Taxable Property to less than 47.92 Acres within Zone 1 or, to less than 82.53 Acres within Zone 2.

"Trustee" means the trustee, fiscal agent, or paying agent under the Indenture.

"Undeveloped Property" means all Assessor's Parcels of Taxable Property, exclusive of Annexed Property, which are not classified as Developed Property, Taxable Public Property, or Provisional Property.

"Zone" means one of the two mutually exclusive geographic areas defined below.

- *"Zone 1"* means the area within IA No. 1 designated as zone 1 by reference to the Boundary Map.
- *"Zone 2"* means the area within IA No. 1 designated as zone 2 by reference to the Boundary Map.

B. CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2008-2009, each Assessor's Parcel shall be classified as Taxable Property or Exempt Property. In addition, each Fiscal Year, each Assessor's Parcel of Taxable Property shall be further classified as Developed Property, Undeveloped Property, Provisional Property, or Taxable Public Property.

C. MAXIMUM SPECIAL TAXES

1. ZONE 1

Taxable Property

Each Fiscal Year commencing in Fiscal Year 2008-2009, each Assessor's Parcel of Taxable Property within Zone 1 shall be subject to a Maximum Special Tax equal to $7,999 per Acre.

The Maximum Special Tax for Taxable Property within Zone 1 shall be recalculated as Assessor's Parcels within the Future Annexation Area are annexed to IA No. 1, or if there is an adjustment to the Special Tax in accordance with Section D. The Maximum Special Tax for Taxable Property within Zone 1 shall be recalculated as follows:

1) Calculate the total amount of Special Taxes that can be generated through the levy of the Maximum Special Tax within Zone 1, exclusive of Annexed Property, by multiplying the original Maximum Special Tax established for Zone 1 ($7,999 per Acre) by the minimum taxable Acreage originally established for Zone 1 as defined in Section I (47.92 Acres).

[$7,999 x 47.92 = $383,312]

2) Calculate the total amount of Special Taxes that can be generated by Annexed Property through the levy of the Maximum Special Tax for Annexed Property in accordance with Section C.3.

3) The new Maximum Special Tax for Taxable Property within Zone 1 shall equal the result calculated in Step 1, minus the result calculated in Step 2 multiplied by 49.44%, and then by dividing such amount by the minimum taxable Acreage originally established for Zone 1 (47.92 Acres), exclusive of Annexed Property.

[$383,312 – (Step 2 result * 0.4944)]/47.92 =
Maximum Special Tax per Acre for Taxable Property within Zone 1

2. ZONE 2

Taxable Property

Each Fiscal Year commencing in Fiscal Year 2008-2009, each Assessor's Parcel of Taxable Property within Zone 2 shall be subject to a Maximum Special Tax equal to $4,750 per Acre.

The Maximum Special Tax for Taxable Property within Zone 2 shall be recalculated as Assessor's Parcels within the Future Annexation Area are annexed to IA No. 1, or if there is an adjustment to the Special Tax in accordance with Section D. The Maximum Special Tax for Taxable Property within Zone 2 shall be recalculated as follows:

1) Calculate the total amount of Special Taxes that can be generated through the levy of the Maximum Special Tax within Zone 2, exclusive of Annexed Property, by multiplying the original Maximum Special Tax established for Zone 2 ($4,750 per Acre) by the minimum taxable Acreage for Zone 2 as defined in Section I (82.53 Acres).

[$4,750 x 82.53 = $392,018]

2) Calculate the total amount of Special Taxes that can be generated by Annexed Property through the levy of the Maximum Special Tax for Annexed Property in accordance with Section C.3.

3) The new Maximum Special Tax for Taxable Property within Zone 2 shall equal the result calculated in Step 1, minus the result calculated in Step 2 multiplied by 50.56%, and then by dividing such amount by the minimum taxable Acreage originally established for Zone 2 (82.53 Acres), exclusive of Annexed Property.

[$392,018 – (Step 2 result * 0.5056)]/82.53 =
Maximum Special Tax per Acre for Taxable Property within Zone 2

3. Annexed Property

The Maximum Special Tax for Annexed Property shall be equal to the Maximum Special Tax set forth in Exhibit A.

D. Administrative Adjustments to the Maximum Special Tax

1. Prior to Issuance of Bonds

Prior to the issuance of the first series of Bonds, the CFD Administrator shall calculate the total tax burden for all Assessor's Parcels of Taxable Property, to determine whether or not any reductions are necessary to the Maximum Special Tax rate(s) identified herein in order to comply with the Goals and Policies. In calculating the total tax burden, the CFD Administrator shall (i) refer to the City's Goals and Policies, any market absorption study or price point analysis dated not earlier than 90 days prior to the date of issuance or other such date approved by the City, and any other document available to the City and/or CFD Administrator, and (ii) calculate the total tax burden considering the Maximum Special Tax rates and other governmental liens. The Maximum Special Tax set forth herein may be reduced if it is reasonably determined by the CFD Administrator and/or City, through review of available information related to IA No. 1, that the total tax burden against Taxable Property results in an amount that would reduce the marketability of the Bonds based on consultations with the City's underwriter, financial advisor, and/or other project team consultants engaged by the City. The City will have the final discretion regarding any reduction in the Maximum Special Tax rates identified herein.

If a mandatory Special Tax reduction is implemented, the same percent reduction shall be applied to the Maximum Special Tax for each Zone, exclusive of the Maximum Special Tax for Annexed Property set forth in Exhibit A, and the City Council shall cause an "Amended Notice of Special Tax Lien" to be recorded in compliance with the Act. The amount of Bonds that may be issued will be recalculated and shall not exceed an amount, in which, the Maximum Special Taxes that could be levied on Taxable Property within IA No. 1 in each Fiscal Year, less Administrative Expenses for such Fiscal Year, shall provide no less than 110% coverage on the annual debt service on all Outstanding Bonds, as defined in Section F herein.

2. Subsequent to Issuance of Bonds

If, in any Fiscal Year after the City has issued the first series of Bonds, either (i) a Final Map is proposed to be recorded or (ii) an existing Final Map is proposed to be amended, that will result in a reduction of total Acreage of Taxable Property to less than 47.92 Acres within Zone 1 or, to less than 82.53 Acres within Zone 2, then a mandatory prepayment must be made in accordance with Sections F and G. The mandatory prepayment must be made by the landowners of those Assessor's Parcel(s) that are the subject of the proposed Final Map or the landowners of those Assessor's Parcel(s) that will be amended by the amended Final Map.

If a mandatory prepayment is required, the mandatory prepayment shall be paid as a requirement to record such new Final Map or amended Final Map.

E. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing in Fiscal Year 2008-2009 and for each subsequent Fiscal Year until terminated, the City Council shall levy Special Taxes on all Taxable Property until the total amount of Special Taxes levied equals the Special Tax Requirement in accordance with the following steps:

Step One: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Annexed Property and each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

Step Two: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

Step Three: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

Step Four: If additional monies are needed to satisfy the Special Tax Requirement after all previous steps have occurred, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

F. PREPAYMENT OF SPECIAL TAX

The following definitions apply to this Section F:

"Facilities Costs" means either $6.15 million, expressed in 2008 dollars, which shall increase by the Construction Inflation Index on January 1, 2009, and on each January 1 thereafter, or such lower numbers as shall be determined either by (a) the CFD Administrator as sufficient to finance the Facilities, or (b) the City Council concurrently with a covenant that it will not issue any more CFD No. 7 Bonds secured by IA No. 1 (except refunding bonds) to be secured by Special Taxes levied under this Rate and Method of Apportionment.

"Construction Inflation Index" means the annual percentage change in the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the Calendar Year, which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

"Future Facilities Costs" means the Facilities Costs minus that (a) portion of the Facilities Costs previously and actually funded (i) from the proceeds of all previously issued Bonds, (ii) from interest earnings on the Improvement Fund actually earned prior to the date of prepayment and (iii) directly from Special Tax revenues and (b) amount of the proceeds of all previously issued Bonds then on deposit in the Improvement Fund.

"Improvement Fund" means a fund specifically identified in the Indenture to hold funds, which are currently available for expenditure to acquire or construct the Facilities.

"Outstanding Bonds" means all previously issued Bonds secured by the levy of Special Taxes which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of the Maximum Special Tax.

The Special Tax obligation of an Assessor's Parcel of Taxable Property may be prepaid in full, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time that the Special Tax obligation would be prepaid. The Prepayment Amount for an Assessor's Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor's Parcel intending to prepay all or a part of the Special Tax obligation shall provide the City with written notice of intent to prepay, and within 10 business days of receipt of such notice, the City shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by CFD No. 7 in calculating the proper amount of a prepayment. Within 30 business days of receipt of such non-refundable deposit, the City shall notify such owner of the prepayment amount of such Assessor's Parcel. Prepayment must be made not less than 60 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given by the Trustee pursuant to the Indenture.

The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula (capitalized terms defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance
plus	Administrative Fee
less	Reserve Fund Credit
less	Capitalized Interest Credit
equals	Prepayment Amount

As of the date of prepayment, the Prepayment Amount shall be calculated as follows:

1. For an Assessor's Parcel of Taxable Property, compute the Maximum Special Tax applicable to such Assessor's Parcel.

2. For each Assessor's Parcel intending to prepay, divide the Maximum Special Tax computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Maximum Special Tax applicable to all Assessor's Parcels of Taxable Property, excluding the Maximum Special Taxes of any Assessor's Parcels for which the Special Tax obligation has been previously prepaid.

3. For each Assessor's Parcel intending to prepay, multiply the quotient computed pursuant to paragraph 2 by Outstanding Bonds. The product shall be the "Bond Redemption Amount," for such Assessor's Parcels, as applicable.

0. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds on the next available redemption date to be redeemed with the proceeds of the Bond Redemption Amount. This product is the "Redemption Premium."

1. If (a) all the Bonds authorized to be issued by CFD No. 7 for IA No. 1 have not been issued, and (b) the City Council has not restricted its ability to issue additional bonds in the future, then compute the Future Facilities Amount.

2. The "Future Facilities Amount" shall be calculated by multiplying the quotient computed pursuant to paragraph 2, by the amount if any, determined pursuant to paragraph 5. The product shall be the "Future Facilities Amount."

3. Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment has been received until the earliest redemption date for the Outstanding Bonds, taking into consideration the amount of Special Taxes levied on and paid for the Assessor's Parcel in the current Fiscal Year.

4. Compute the amount the CFD Administrator reasonably expects to be derived from the reinvestment of the Prepayment Amount less the Future Facilities Amount and Administrative Fee (defined in paragraph 10) until the earliest redemption date for the Outstanding Bonds.

5. Subtract the amount computed pursuant to paragraph 8 from the result computed pursuant to paragraph 7. This difference is the "Defeasance."

10. Estimate the administrative fees and expenses associated with the prepayment, including the costs of computation of the Prepayment Amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption. This amount is the "Administrative Fee."

11. Calculate the "Reserve Fund Credit" as the lesser of: (a) the expected reduction in the applicable reserve requirement, if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the applicable reserve fund on the prepayment date. Notwithstanding the foregoing, if the reserve fund requirement is satisfied by a surety bond or other instrument at the time of the prepayment, then no Reserve Fund Credit shall be given. Notwithstanding the foregoing, the Reserve Fund Credit shall in no event be less than $0.

12. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the quotient computed pursuant to step 2 by the expected balance in the capitalized interest fund after such first interest payment (the "Capitalized Interest Credit").

13. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance, and the Administrative Fee, less the Reserve Fund Credit and less the Capitalized Interest Credit.

With respect to the Special Tax obligation that is prepaid pursuant to this Section F, the City Council shall indicate in the records of CFD No. 7 that there has been a prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such prepayment to indicate the prepayment of the Special Tax obligation and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such Special Tax shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Special Tax that may be levied on Taxable Property, net of reasonably estimated annual Administrative Expenses, shall be at least 1.10 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

G. PARTIAL PREPAYMENT OF SPECIAL TAX

The Special Tax obligation of an Assessor's Parcel of Taxable Property may be partially prepaid, as calculated in this Section G, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax obligation would be prepaid.

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = (P_F - A) \times F + A$$

The terms above have the following meanings:

PP = the Partial Prepayment Amount.

P_F = the Prepayment Amount calculated according to Section F.

F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax obligation.

A = Administrative Fees calculated in Section F, step 10

With respect to any Assessor's Parcel that is partially prepaid, the City Council shall indicate in the records of CFD No. 7 that there has been a partial prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such partial prepayment of the Special Tax obligation, to indicate the partial prepayment of the Special Tax obligation and the partial release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Special Tax shall cease.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Tax that may be levied on Taxable Property after such partial prepayment, net of reasonably estimated annual Administrative Expenses, shall be at least 1.10 times the regularly scheduled annual interest and principal payments on all Bonds outstanding after such partial prepayment in each future Fiscal Year.

H. TERMINATION OF SPECIAL TAX

For each Fiscal Year that any Bonds are outstanding, the Special Tax shall be levied on all Assessor's Parcels of Taxable Property within IA No. 1 in accordance with Section E. If any delinquencies for the Special Tax remain uncollected prior to or after all Bonds are retired, the Special Tax may be levied to the extent necessary to reimburse CFD No. 7 for uncollected Special Taxes, but not later than the 2048-49 Fiscal Year.

I. EXEMPTIONS

The City shall classify as Exempt Property: (i) Public Property, (ii) Assessor's Parcels used or owned exclusively by a property owners' association, or (iii) Assessor's Parcels with public or utility easements, including Assessor's Parcels designated as open space or retention basin, making impractical their utilization for other purposes than those set forth in the easement, provided that such classification would not reduce the Acreage of all Taxable Property to less than 47.92 Acres within Zone 1 or, to less than 82.53 Acres within Zone 2. Public Property that cannot be classified as Exempt Property will be classified as Taxable Public Property and shall be subject to the Special Tax in accordance with Section E. All other Assessor's Parcels identified within this section that cannot be classified as Exempt Property will be classified as Provisional Property and will be subject to the Special Tax in accordance with Section E.

J. APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the City Manager of the City not later than twelve months after having paid the first installment of the Special Tax that is disputed. The CFD Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the CFD Administrator's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made (except for the last year of levy), but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

K. MANNER OF COLLECTION

The annual Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 7 may collect the Special Taxes at a different time or in a different manner if necessary to meet its financial obligations.

Exhibit A

IMPROVEMENT AREA 1 NO. OF CITY OF MORENO VALLEY CFD NO. 7 MAXIMUM SPECIAL TAX RATE FOR ANNEXED PROPERTY (1)

Year After Formation	Maximum Special Tax per Acre
1	$658
2	$665
3	$673
4	$682
5	$692
6	$702
7	$714
8	$727
9	$742
10	$758
11	$777
12	$798
13	$821
14	$848
15	$879
16	$915
17	$956
18	$1,005
19	$1,064
20	$1,135
21	$1,222
22	$1,332
23	$1,474
24	$1,665
25	$1,934
26	$2,339
27	$3,015
28	$4,371
29	$8,446

(1) The above Maximum Special Tax rates are based upon the assumed coupon rate of 7.25%, consistent with the other bonding assumptions. These rates will be adjusted based upon the final pricing of the bonds at issuance. Once property is annexed into the CFD, that property's Maximum Special Tax is fixed at the final adjusted amount per acre (after bond issuance) for the year after formation in which the property is annexed.

Exhibit D – Improvement Area No. 2 RMA

IMPROVEMENT AREA NO. 2 OF
COMMUNITY FACILITIES DISTRICT NO. 7
OF THE CITY OF MORENO VALLEY

A special tax as hereinafter defined shall be levied on and collected within Improvement Area No. 2 of Community Facilities District No. 7 of the City of Moreno Valley ("IA No. 2") each Fiscal Year commencing in Fiscal Year 2008-2009, in an amount determined by the City Council of the City of Moreno Valley through the application of the appropriate Special Tax for "Developed Property," "Undeveloped Property," "Provisional Property," and "Taxable Public Property" as described below. All of the real property within IA No. 2, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map, or other recorded instrument. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560. The minimum Acreage of Taxable Property is determined in accordance with Section I.

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

"Administrative Expenses" means any actual ordinary and necessary expense of the City, or designee thereof or both, to carry out the administration of IA No. 2 related to the determination of the amount of the levy of Special Taxes, the collection of Special Taxes, including the expenses of collecting delinquencies and pursuing foreclosures, the administration of Bonds, the payment of a proportional share of salaries and benefits of any City employee whose duties are related to the administration of IA No. 2, fees and expenses for counsel, audits, or other amounts needed to pay rebate to the federal government with respect to the Bonds, costs related to complying with continuing disclosure requirements pursuant to applicable federal and state securities law, costs associated with responding to public inquiries regarding IA No. 2 or the Bonds, and costs otherwise incurred in order to carry out the administration of IA No. 2.

"Annexed Property" means Assessor's Parcels originally identified within the Future Annexation Area that have been annexed to IA No. 2.

"Assessor's Parcel" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel number within the boundaries of IA No. 2.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

"Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which the Special Tax has been pledged.

"Boundary Map" means the "Map of Proposed Boundaries of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California," filed May 16, 2008 in Book 73, Pages 6-8 of Maps of Assessments and Community Facilities Districts in the office of the County Recorder.

"Building Permit" means a permit for new construction for a non-residential structure. For purposes of this definition, "Building Permit" shall not include permits for construction or installation of retaining walls, utility improvements, or other such improvements not intended for human habitation.

"Calendar Year" means the period commencing January 1 of any year and ending the following December 31.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes for IA No. 2.

"CFD No. 7" means Community Facilities District No. 7 of the City of Moreno Valley established by the City under the Act.

"City" means the City of Moreno Valley.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 7, or its designee.

"County" means the County of Riverside.

"Developed Property" means all Assessor's Parcels of Taxable Property for which Building Permits were issued on or before June 1 preceding the Fiscal Year for which Special Taxes are being levied, provided that a Final Map for such Assessor's Parcels was recorded on or before January 1 of the prior Fiscal Year for which Special Taxes may be levied.

"Exempt Property" means all Assessor's Parcels within IA No. 2 which are exempt from the Special Taxes pursuant to law or Section I herein.

"Facilities" means those public facilities authorized to be funded by CFD No. 7 as set forth in the formation documents for CFD No. 7.

"Final Map" means a recorded final map, parcel map, or lot line adjustment, evidencing the subdivision of property pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.).

"Fiscal Year" means the period commencing on July 1 of any year and ending the following June 30.

"Future Annexation Area" means all Assessor's Parcels within the future annexation area of IA No. 2 as determined by reference to the boundary map entitled "Map of Proposed Boundaries of Future Annexation Area of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California," filed May 16, 2008 in Book 73, Pages 9-11 of Maps of Assessments and Community Facilities Districts in the office of the County Recorder.

"Goals and Policies" means the local goals and policies adopted by the City Council concerning the use of the Act that are in effect at the time of formation of CFD No. 7.

"Improvement Area No. 2" or "IA No. 2" means the area within CFD No. 7 designated as Improvement Area No. 2 by reference to the Boundary Map, as such area may be amended by the addition of Annexed Property.

"Indenture" means the indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"Maximum Special Tax" means the maximum Special Tax determined in accordance with Section C, which may be levied by CFD No. 7 in any Fiscal Year on an Assessor's Parcel of Taxable Property.

"Partial Prepayment Amount" means the amount required to prepay a portion of the Special Tax obligation for an Assessor's Parcel, as described in Section G.

"Prepayment Amount" means the amount required to prepay the Special Tax obligation in full for an Assessor's Parcel, as described in Section F.

"Proportionately" means, for Developed Property, the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor's Parcels of Developed Property. For Undeveloped Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property. For Provisional Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor's Parcels of Provisional Property. For Taxable Public Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor's Parcels of Taxable Public Property.

"Provisional Property" means all Assessor's Parcels identified under Section I, excluding Public Property, that are not classified as Exempt Property because such classification would reduce the total Acreage of all Taxable Property to less than 33.89 Acres.

"Public Property" means any property within the boundaries of IA No. 2 that is owned by or irrecoverably dedicated to the City, the federal government, the State of California, the County, or any other public agency.

"Special Tax" means the special tax authorized to be levied by CFD No. 7 pursuant to the Act to fund the Special Tax Requirement.

"Special Tax Requirement" means the amount required in any Fiscal Year for IA No. 2 to fund: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses, (iii) any amount required to establish or replenish any reserve funds established in association with the Bonds, (iv) any delinquencies in the payment of prior years Special Taxes, (v) a reasonable estimate of delinquencies expected to occur in the Fiscal Year in which the Special Tax will be levied, and (vi) the acquisition or construction of eligible Facilities, provided that the inclusion of such amount does not cause an increase in the levy of the Special Tax on Undeveloped Property, less (vii) any amount available to pay debt service or other periodic costs on the Bonds as reasonably determined by the CFD Administrator pursuant to the Indenture.

"Taxable Property" means all Assessor's Parcels that are not exempt from the Special Tax pursuant to law or the Rate and Method of Apportionment of Special Tax.

"Taxable Public Property" means all Assessor's Parcels defined as Public Property that are not classified as Exempt Property under Section I because such classification would reduce the total Acreage of all Taxable Property to less than 33.89 Acres.

"Trustee" means the trustee, fiscal agent, or paying agent under the Indenture.

"Undeveloped Property" means all Assessor's Parcels of Taxable Property, exclusive of Annexed Property, which are not classified as Developed Property, Taxable Public Property, or Provisional Property.

B. CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2008-2009, each Assessor's Parcel shall be classified as Taxable Property or Exempt Property. In addition, each Fiscal Year, each Assessor's Parcel of Taxable Property shall be further classified as Developed Property, Undeveloped Property, Provisional Property, or Taxable Public Property.

C. MAXIMUM SPECIAL TAXES

1. Taxable Property

Each Fiscal Year commencing in Fiscal Year 2008-2009, each Assessor's Parcel of Taxable Property, exclusive of Annexed Property, shall be subject to a Maximum Special Tax equal to $8,287 per Acre.

The Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall be recalculated as Assessor's Parcels within the Future Annexation Area are annexed to IA No. 2 of CFD No.7. Once Annexed Property exists within IA No. 2 of CFD No. 7, the Maximum Special Tax shall be recalculated as follows:

1) Calculate the total amount of Special Taxes that can be generated through the levy of the Maximum Special Tax, exclusive of Annexed Property, by multiplying the original Maximum Special Tax established for IA No. 2 ($8,287 per Acre) by the minimum taxable Acreage originally established for IA No. 2 as defined in Section I (33.89 Acres).

[$8,287 x 33.89 = $280,846]

2) Calculate the total amount of Special Taxes that can be generated by Annexed Property through the levy of the Maximum Special Tax for Annexed Property in accordance with Section C.2.

3) The new Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall equal the result calculated in Step 1, minus the result calculated in Step 2, and then by dividing such amount by the minimum taxable Acreage originally established for IA No. 2 (33.89 Acres).

[$280,846 - Step 2 result]/33.89 =

Maximum Special Tax per Acre for Taxable Property, exclusive of Annexed Property

2. Annexed Property

The Maximum Special Tax for Annexed Property shall be equal to the Maximum Special Tax set forth in Exhibit A.

D. Administrative Adjustments to the Maximum Special Tax

1. Prior to Issuance of Bonds

Prior to the issuance of the first series of Bonds, the CFD Administrator shall calculate the total tax burden for all Assessor's Parcels of Taxable Property, to determine whether or not any reductions are necessary to the Maximum Special Tax rate(s) identified herein in order to comply with the Goals and Policies. In calculating the total tax burden, the CFD Administrator shall (i) refer to the City's Goals and Policies, any market absorption study or price point analysis dated not earlier than 90 days prior to the date of issuance or other such date approved by the City, and any other document available to the City and/or CFD Administrator, and (ii) calculate the total tax burden considering the Maximum Special Tax rates and other governmental liens. The Maximum Special Tax set forth herein may be reduced if it is reasonably determined by the CFD Administrator and/or City, through review of available information related to IA No. 2, that the total tax burden against Taxable Property results in an amount that would reduce the marketability of the Bonds based on consultations with the City's underwriter, financial advisor, and/or other project team consultants engaged by the City. The City will have the final discretion regarding any reduction in the Maximum Special Tax rates identified herein.

If a mandatory Special Tax reduction is implemented, the amount of Bonds that may be issued will be recalculated and shall not exceed an amount in which the Maximum Special Taxes that could be levied on Taxable Property within IA No. 2 in each Fiscal Year, less Administrative Expenses for such Fiscal Year, shall provide no less than 110% coverage on the annual debt service on all Outstanding Bonds, as defined in Section F herein.

2. Subsequent to Issuance of Bonds

If, in any Fiscal Year after the City has issued the first series of Bonds, either (i) a Final Map is proposed to be recorded or (ii) an existing Final Map is proposed to be amended, that will result in a reduction of total Acreage of Taxable Property to less than 33.89 Acres, then a mandatory prepayment must be made in accordance with Sections F and G. The mandatory prepayment must be made by the landowners of those Assessor's Parcel(s) that are the subject of the proposed Final Map or the landowners of those Assessor's Parcel(s) that will be amended by the amended Final Map.

If a mandatory prepayment is required, the mandatory prepayment shall be paid as a requirement to record such new Final Map or amended Final Map.

E. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing in Fiscal Year 2008-2009 and for each subsequent Fiscal Year until terminated, the City Council shall levy Special Taxes on all Taxable Property until the total amount of Special Taxes levied equals the Special Tax Requirement in accordance with the following steps:

Step One: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Annexed Property and each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

Step Two: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

Step Three: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

Step Four: If additional monies are needed to satisfy the Special Tax Requirement after all previous steps have occurred, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

F. PREPAYMENT OF SPECIAL TAX

The following definitions apply to this Section F:

"Facilities Costs" means either $1.73 million, expressed in 2008 dollars, which shall increase by the Construction Inflation Index on January 1, 2009, and on each January 1 thereafter, or such lower numbers as shall be determined either by (a) the CFD Administrator as sufficient to finance the Facilities, or (b) the City Council concurrently with a covenant that it will not issue any more CFD No. 7 Bonds secured by IA No. 2 (except refunding bonds) to be secured by Special Taxes levied under this Rate and Method of Apportionment.

"Construction Inflation Index" means the annual percentage change in the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the Calendar Year, which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

"Future Facilities Costs" means the Facilities Costs minus that (a) portion of the Facilities Costs previously and actually funded (i) from the proceeds of all previously issued Bonds, (ii) from interest earnings on the Improvement Fund actually earned prior to the date of prepayment and (iii) directly from Special Tax revenues and (b) amount of the proceeds of all previously issued Bonds then on deposit in the Improvement Fund.

"Improvement Fund" means a fund specifically identified in the Indenture to hold funds, which are currently available for expenditure to acquire or construct the Facilities.

"Outstanding Bonds" means all previously issued Bonds secured by the levy of Special Taxes which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of the Maximum Special Tax.

The Special Tax obligation of an Assessor's Parcel of Taxable Property may be prepaid in full, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time that the Special Tax obligation would be prepaid. The Prepayment Amount for an Assessor's Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor's Parcel intending to prepay all or a part of the Special Tax obligation shall provide the City with written notice of intent to prepay, and within 10 business days of receipt of such notice, the City shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by CFD No. 7 in calculating the proper amount of a prepayment. Within 30 business days of receipt of such non-refundable deposit, the City shall notify such owner of the prepayment amount of such Assessor's Parcel. Prepayment must be made not less than 60 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given by the Trustee pursuant to the Indenture.

The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula (capitalized terms defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance
plus	Administrative Fee
less	Reserve Fund Credit
less	Capitalized Interest Credit
equals	Prepayment Amount

As of the date of prepayment, the Prepayment Amount shall be calculated as follows:

1. For an Assessor's Parcel of Taxable Property, compute the Maximum Special Tax applicable to such Assessor's Parcel.

1. For each Assessor's Parcel intending to prepay, divide the Maximum Special Tax computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Maximum Special Tax applicable to all Assessor's Parcels of Taxable Property, excluding the Maximum Special Taxes of any Assessor's Parcels for which the Special Tax obligation has been previously prepaid.

3. For each Assessor's Parcel intending to prepay, multiply the quotient computed pursuant to paragraph 2 by Outstanding Bonds. The product shall be the "Bond Redemption Amount," for such Assessor's Parcels, as applicable.

4. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds on the next available redemption date to be redeemed with the proceeds of the Bond Redemption Amount. This product is the "Redemption Premium."

5. If (a) all the Bonds authorized to be issued by CFD No. 7 for IA No. 2 have not been issued, and (b) the City Council has not restricted its ability to issue additional bonds in the future, then compute the Future Facilities Amount.

6. The "Future Facilities Amount" shall be calculated by multiplying the quotient computed pursuant to paragraph 2, by the amount if any, determined pursuant to paragraph 5. The product shall be the "Future Facilities Amount."

7. Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment has been received until the earliest redemption date for the Outstanding Bonds, taking into consideration the amount of Special Taxes levied on and paid for the Assessor's Parcel in the current Fiscal Year.

8. Compute the amount the CFD Administrator reasonably expects to be derived from the reinvestment of the Prepayment Amount less the Future Facilities Amount and Administrative Fee (defined in paragraph 10) until the earliest redemption date for the Outstanding Bonds.

9. Subtract the amount computed pursuant to paragraph 8 from the result computed pursuant to paragraph 7. This difference is the "Defeasance."

10. Estimate the administrative fees and expenses associated with the prepayment, including the costs of computation of the Prepayment Amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption. This amount is the "Administrative Fee."

11. Calculate the "Reserve Fund Credit" as the lesser of: (a) the expected reduction in the applicable reserve requirement, if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the applicable reserve fund on the prepayment date. Notwithstanding the foregoing, if the reserve fund requirement is satisfied by a surety bond or other instrument at the time of the prepayment, then no Reserve Fund Credit shall be given. Notwithstanding the foregoing, the Reserve Fund Credit shall in no event be less than $0.

12. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the quotient computed pursuant to step 2 by the expected balance in the capitalized interest fund after such first interest payment (the "Capitalized Interest Credit").

13. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance, and the Administrative Fee, less the Reserve Fund Credit and less the Capitalized Interest Credit.

With respect to the Special Tax obligation that is prepaid pursuant to this Section F, the City Council shall indicate in the records of CFD No. 7 that there has been a prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such prepayment to indicate the prepayment of the Special Tax obligation and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such Special Tax shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Special Tax that may be levied on Taxable Property, net of reasonably estimated annual Administrative Expenses, shall be at least 1.10 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

G. PARTIAL PREPAYMENT OF SPECIAL TAX

The Special Tax obligation of an Assessor's Parcel of Taxable Property may be partially prepaid, as calculated in this Section G, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax obligation would be prepaid.

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = (P_F - A) \times F + A$$

The terms above have the following meanings:

PP = the Partial Prepayment Amount.

P_F = the Prepayment Amount calculated according to Section F.

F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax obligation.

A = Administrative Fees calculated in Section F, step 10

With respect to any Assessor's Parcel that is partially prepaid, the City Council shall indicate in the records of CFD No. 7 that there has been a partial prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such partial prepayment of the Special Tax obligation, to indicate the partial prepayment of the Special Tax obligation and the partial release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Special Tax shall cease.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Tax that may be levied on Taxable Property after such partial prepayment, net of reasonably estimated annual Administrative Expenses, shall be at least 1.10 times the regularly scheduled annual interest and principal payments on all Bonds outstanding after such partial prepayment in each future Fiscal Year.

H. TERMINATION OF SPECIAL TAX

For each Fiscal Year that any Bonds are outstanding, the Special Tax shall be levied on all Assessor's Parcels of Taxable Property within IA No. 2 in accordance with Section E. If any delinquencies for the Special Tax remain uncollected prior to or after all Bonds are retired, the Special Tax may be levied to the extent necessary to reimburse CFD No. 7 for uncollected Special Taxes, but not later than the 2048-49 Fiscal Year.

I. EXEMPTIONS

The City shall classify as Exempt Property: (i) Public Property, (ii) Assessor's Parcels used or owned exclusively by a property owners' association, or (iii) Assessor's Parcels with public or utility easements, including Assessor's Parcels designated as open space or retention basin, making impractical their utilization for other purposes than those set forth in the easement, provided that such classification would not reduce the Acreage of all Taxable Property to less than 33.89 Acres. Public Property that cannot be classified as Exempt Property will be classified as Taxable Public Property and shall be subject to the Special Tax in accordance with Section E. All other Assessor's Parcels identified within this section that cannot be classified as Exempt Property will be classified as Provisional Property and will be subject to the Special Tax in accordance with Section E.

J. APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the City Manager of the City not later than twelve months after having paid the first installment of the Special Tax that is disputed. The CFD Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the CFD Administrator decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made (except for the last year of levy), but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

K. MANNER OF COLLECTION

The annual Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 7 may collect the Special Taxes at a different time or in a different manner if necessary to meet its financial obligations.

Exhibit A

IMPROVEMENT AREA NO. 2 OF CITY OF MORENO VALLEY CFD NO. 7 MAXIMUM SPECIAL TAX RATE FOR ANNEXED PROPERTY (1)

Year After Formation	Maximum Special Tax per Acre
1	$674
2	$681
3	$689
4	$697
5	$707
6	$718
7	$729
8	$742
9	$757
10	$773
11	$791
12	$812
13	$835
14	$862
15	$893
16	$928
17	$970
18	$1,019
19	$1,077
20	$1,148
21	$1,235
22	$1,345
23	$1,487
24	$1,678
25	$1,947
26	$2,352
27	$3,029
28	$4,386
29	$8,466

(1) The above Maximum Special Tax rates are based upon the assumed coupon rate of 7.50%, consistent with the other bonding assumptions. These rates will be adjusted based upon the final pricing of the bonds at issuance. Once property is annexed into the CFD, that property's Maximum Special Tax is fixed at the final adjusted amount per acre (after bond issuance) for the year after formation in which the property is annexed.

Exhibit E – Improvement Area No. 3 RMA

IMPROVEMENT AREA NO. 3 OF
COMMUNITY FACILITIES DISTRICT NO. 7
OF THE CITY OF MORENO VALLEY

A special tax as hereinafter defined shall be levied on and collected within Improvement Area No. 3 of Community Facilities District No. 7 of the City of Moreno Valley ("IA No. 3") each Fiscal Year commencing in Fiscal Year 2008-2009, in an amount determined by the City Council of the City of Moreno Valley through the application of the appropriate Special Tax for "Developed Property," "Undeveloped Property," "Provisional Property," and "Taxable Public Property" as described below. All of the real property within IA No. 3, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map, or other recorded instrument. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560. The minimum Acreage of Taxable Property is determined in accordance with Section I.

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

"Administrative Expenses" means any actual ordinary and necessary expense of the City, or designee thereof or both, to carry out the administration of IA No. 3 related to the determination of the amount of the levy of Special Taxes, the collection of Special Taxes, including the expenses of collecting delinquencies and pursuing foreclosures, the administration of Bonds, the payment of a proportional share of salaries and benefits of any City employee whose duties are related to the administration of IA No. 3, fees and expenses for counsel, audits, or other amounts needed to pay rebate to the federal government with respect to the Bonds, costs related to complying with continuing disclosure requirements pursuant to applicable federal and state securities law, costs associated with responding to public inquiries regarding IA No. 3 or the Bonds, and costs otherwise incurred in order to carry out the administration of IA No. 3.

"Annexed Property" means Assessor's Parcels originally identified within the Future Annexation Area that have been annexed to IA No. 3.

"Assessor's Parcel" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel number within the boundaries of IA No. 3.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

"Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which the Special Tax has been pledged.

"Boundary Map" means the "Map of Proposed Boundaries of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California," filed May 16, 2008 in Book 73, Pages 6-8 of Maps of Assessments and Community Facilities Districts in the office of the County Recorder.

"Building Permit" means a permit for new construction for a non-residential structure. For purposes of this definition, "Building Permit" shall not include permits for construction or installation of retaining walls, utility improvements, or other such improvements not intended for human habitation.

"Calendar Year" means the period commencing January 1 of any year and ending the following December 31.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes for IA No. 3.

"CFD No. 7" means Community Facilities District No. 7 of the City of Moreno Valley established by the City under the Act.

"City" means the City of Moreno Valley.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 7, or its designee.

"County" means the County of Riverside.

"Developed Property" means all Assessor's Parcels of Taxable Property for which Building Permits were issued on or before June 1 preceding the Fiscal Year for which Special Taxes are being levied, provided that a Final Map for such Assessor's Parcels was recorded on or before January 1 of the prior Fiscal Year for which Special Taxes may be levied.

"Exempt Property" means all Assessor's Parcels within IA No. 3 which are exempt from the Special Taxes pursuant to law or Section I herein.

"Facilities" means those public facilities authorized to be funded by CFD No. 7 as set forth in the formation documents for CFD No. 7.

"Final Map" means a recorded final map, parcel map, or lot line adjustment, evidencing the subdivision of property pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.).

"Fiscal Year" means the period commencing on July 1 of any year and ending the following June 30.

"Future Annexation Area" means all Assessor's Parcels within the future annexation area of IA No. 3 as determined by reference to the boundary map entitled "Map of Proposed Boundaries of Future Annexation Area of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California," filed May 16, 2008 in Book 73, Pages 9-11 of Maps of Assessments and Community Facilities Districts in the office of the County Recorder.

"Goals and Policies" means the local goals and policies adopted by the City Council concerning the use of the Act that are in effect at the time of formation of CFD No. 7.

"Improvement Area No. 3" or "IA No. 3" means the area within CFD No. 7 designated as Improvement Area No. 3 by reference to the Boundary Map, as such area may be amended by the addition of Annexed Property.

"Indenture" means the indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"Maximum Special Tax" means the maximum Special Tax determined in accordance with Section C, which may be levied by CFD No. 7 in any Fiscal Year on an Assessor's Parcel of Taxable Property.

"Partial Prepayment Amount" means the amount required to prepay a portion of the Special Tax obligation for an Assessor's Parcel, as described in Section G.

"Prepayment Amount" means the amount required to prepay the Special Tax obligation in full for an Assessor's Parcel, as described in Section F.

"Proportionately" means, for Developed Property, the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor's Parcels of Developed Property. For Undeveloped Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property. For Provisional Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor's Parcels of Provisional Property. For Taxable Public Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor's Parcels of Taxable Public Property.

"Provisional Property" means all Assessor's Parcels identified under Section I, excluding Public Property, that are not classified as Exempt Property because such classification would reduce the total Acreage of all Taxable Property to less than 65.19 Acres.

"Public Property" means any property within the boundaries of IA No. 3 that is owned by or irrecoverably dedicated to the City, the federal government, the State of California, the County, or any other public agency.

"Special Tax" means the special tax authorized to be levied by CFD No. 7 pursuant to the Act to fund the Special Tax Requirement.

"Special Tax Requirement" means the amount required in any Fiscal Year for IA No. 3 to fund: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses, (iii) any amount required to establish or replenish any reserve funds established in association with the Bonds, (iv) any delinquencies in the payment of prior years Special Taxes, (v) a reasonable estimate of delinquencies expected to occur in the Fiscal Year in which the Special Tax will be levied, and (vi) the acquisition or construction of eligible Facilities, provided that the inclusion of such amount does not cause an increase in the levy of the Special Tax on Undeveloped Property, less (vii) any amount available to pay debt service or other periodic costs on the Bonds as reasonably determined by the CFD Administrator pursuant to the Indenture.

"Taxable Property" means all Assessor's Parcels that are not exempt from the Special Tax pursuant to law or the Rate and Method of Apportionment of Special Tax.

"Taxable Public Property" means all Assessor's Parcels defined as Public Property that are not classified as Exempt Property under Section I because such classification would reduce the total Acreage of all Taxable Property to less than 65.19 Acres.

"Trustee" means the trustee, fiscal agent, or paying agent under the Indenture.

"Undeveloped Property" means all Assessor's Parcels of Taxable Property, exclusive of Annexed Property, which are not classified as Developed Property, Taxable Public Property, or Provisional Property.

B. CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2008-2009, each Assessor's Parcel shall be classified as Taxable Property or Exempt Property. In addition, each Fiscal Year, each Assessor's Parcel of Taxable Property shall be further classified as Developed Property, Undeveloped Property, Provisional Property, or Taxable Public Property.

C. MAXIMUM SPECIAL TAXES

1. Taxable Property

Each Fiscal Year commencing in Fiscal Year 2008-2009, each Assessor's Parcel of Taxable Property, exclusive of Annexed Property, shall be subject to a Maximum Special Tax equal to $5,769 per Acre.

The Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall be recalculated as Assessor's Parcels within the Future Annexation Area are annexed to IA No. 3 of CFD No.7. Once Annexed Property exists within IA No. 3 of CFD No. 7, the Maximum Special Tax shall be recalculated as follows:

1) Calculate the total amount of Special Taxes that can be generated through the levy of the Maximum Special Tax, exclusive of Annexed Property, by multiplying the original Maximum Special Tax established for IA No. 3 ($5,769 per Acre) by the minimum taxable Acreage originally established for IA No. 3 as defined in Section I (65.19 Acres).

[$5,769 x 65.19 = $376,081]

2) Calculate the total amount of Special Taxes that can be generated by Annexed Property through the levy of the Maximum Special Tax for Annexed Property in accordance with Section C.2.

3) The new Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall equal the result calculated in Step 1, minus the result calculated in Step 2, and then by dividing such amount by the minimum taxable Acreage originally established for IA No. 3 (65.19 Acres).

[$376,081 - Step 2 result]/65.19 =

Maximum Special Tax per Acre for Taxable Property, exclusive of Annexed Property

2. Annexed Property

The Maximum Special Tax for Annexed Property shall be equal to the Maximum Special Tax set forth in Exhibit A.

D. Administrative Adjustments to the Maximum Special Tax

1. Prior to Issuance of Bonds

Prior to the issuance of the first series of Bonds, the CFD Administrator shall calculate the total tax burden for all Assessor's Parcels of Taxable Property, to determine whether or not any reductions are necessary to the Maximum Special Tax rate(s) identified herein in order to comply with the Goals and Policies. In calculating the total tax burden, the CFD Administrator shall (i) refer to the City's Goals and Policies, any market absorption study or price point analysis dated not earlier than 90 days prior to the date of issuance or other such date approved by the City, and any other document available to the City and/or CFD Administrator, and (ii) calculate the total tax burden considering the Maximum Special Tax rates and other governmental liens. The Maximum Special Tax set forth herein may be reduced if it is reasonably determined by the CFD Administrator and/or City, through review of available information related to IA No. 3, that the total tax burden against Taxable Property results in an amount that would reduce the marketability of the Bonds based on consultations with the City's underwriter, financial advisor, and/or other project team consultants engaged by the City. The City will have the final discretion regarding any reduction in the Maximum Special Tax rates identified herein.

If a mandatory Special Tax reduction is implemented, the amount of Bonds that may be issued will be recalculated and shall not exceed an amount in which the Maximum Special Taxes that could be levied on Taxable Property within IA No. 3 in each Fiscal Year, less Administrative Expenses for such Fiscal Year, shall provide no less than 110% coverage on the annual debt service on all Outstanding Bonds, as defined in Section F herein.

2. Subsequent to Issuance of Bonds

If, in any Fiscal Year after the City has issued the first series of Bonds, either (i) a Final Map is proposed to be recorded or (ii) an existing Final Map is proposed to be amended, that will result in a reduction of total Acreage of Taxable Property to less than 65.19 Acres, then a mandatory prepayment must be made in accordance with Sections F and G. The mandatory prepayment must be made by the landowners of those Assessor's Parcel(s) that are the subject of the proposed Final Map or the landowners of those Assessor's Parcel(s) that will be amended by the amended Final Map.

If a mandatory prepayment is required, the mandatory prepayment shall be paid as a requirement to record such new Final Map or amended Final Map.

E. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing in Fiscal Year 2008-2009 and for each subsequent Fiscal Year until terminated, the City Council shall levy Special Taxes on all Taxable Property until the total amount of Special Taxes levied equals the Special Tax Requirement in accordance with the following steps:

Step One: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Annexed Property and each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

Step Two: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

Step Three: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

Step Four: If additional monies are needed to satisfy the Special Tax Requirement after all previous steps have occurred, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

F. PREPAYMENT OF SPECIAL TAX

The following definitions apply to this Section F:

"Facilities Costs" means either $2.52 million, expressed in 2008 dollars, which shall increase by the Construction Inflation Index on January 1, 2009, and on each January 1 thereafter, or such lower numbers as shall be determined either by (a) the CFD Administrator as sufficient to finance the Facilities, or (b) the City Council concurrently with a covenant that it will not issue any more CFD No. 7 Bonds secured by IA No. 3 (except refunding bonds) to be secured by Special Taxes levied under this Rate and Method of Apportionment.

"Construction Inflation Index" means the annual percentage change in the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the Calendar Year, which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

"Future Facilities Costs" means the Facilities Costs minus that (a) portion of the Facilities Costs previously and actually funded (i) from the proceeds of all previously issued Bonds, (ii) from interest earnings on the Improvement Fund actually earned prior to the date of prepayment and (iii) directly from Special Tax revenues and (b) amount of the proceeds of all previously issued Bonds then on deposit in the Improvement Fund.

"Improvement Fund" means a fund specifically identified in the Indenture to hold funds, which are currently available for expenditure to acquire or construct the Facilities.

"Outstanding Bonds" means all previously issued Bonds secured by the levy of Special Taxes which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of the Maximum Special Tax.

The Special Tax obligation of an Assessor's Parcel of Taxable Property may be prepaid in full, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time that the Special Tax obligation would be prepaid. The Prepayment Amount for an Assessor's Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor's Parcel intending to prepay all or a part of the Special Tax obligation shall provide the City with written notice of intent to prepay, and within 10 business days of receipt of such notice, the City shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by CFD No. 7 in calculating the proper amount of a prepayment. Within 30 business days of receipt of such non-refundable deposit, the City shall notify such owner of the prepayment amount of such Assessor's Parcel. Prepayment must be made not less than 60 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given by the Trustee pursuant to the Indenture.

The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula (capitalized terms defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance
plus	Administrative Fee
less	Reserve Fund Credit
less	Capitalized Interest Credit
equals	Prepayment Amount

As of the date of prepayment, the Prepayment Amount shall be calculated as follows:

1. For an Assessor's Parcel of Taxable Property, compute the Maximum Special Tax applicable to such Assessor's Parcel.

2. For each Assessor's Parcel intending to prepay, divide the Maximum Special Tax computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Maximum Special Tax applicable to all Assessor's Parcels of Taxable Property, excluding the Maximum Special Taxes of any Assessor's Parcels for which the Special Tax obligation has been previously prepaid.

3. For each Assessor's Parcel intending to prepay, multiply the quotient computed pursuant to paragraph 2 by Outstanding Bonds. The product shall be the "Bond Redemption Amount," for such Assessor's Parcels, as applicable.

4. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds on the next available redemption date to be redeemed with the proceeds of the Bond Redemption Amount. This product is the "Redemption Premium."

5. If (a) all the Bonds authorized to be issued by CFD No. 7 for IA No. 3 have not been issued, and (b) the City Council has not restricted its ability to issue additional bonds in the future, then compute the Future Facilities Amount.

6. The "Future Facilities Amount" shall be calculated by multiplying the quotient computed pursuant to paragraph 2, by the amount if any, determined pursuant to paragraph 5. The product shall be the "Future Facilities Amount."

7. Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment has been received until the earliest redemption date for the Outstanding Bonds, taking into consideration the amount of Special Taxes levied on and paid for the Assessor's Parcel in the current Fiscal Year.

8. Compute the amount the CFD Administrator reasonably expects to be derived from the reinvestment of the Prepayment Amount less the Future Facilities Amount and Administrative Fee (defined in paragraph 10) until the earliest redemption date for the Outstanding Bonds.

9. Subtract the amount computed pursuant to paragraph 8 from the result computed pursuant to paragraph 7. This difference is the "Defeasance."

10. Estimate the administrative fees and expenses associated with the prepayment, including the costs of computation of the Prepayment Amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption. This amount is the "Administrative Fee."

11. Calculate the "Reserve Fund Credit" as the lesser of: (a) the expected reduction in the applicable reserve requirement, if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the applicable reserve fund on the prepayment date. Notwithstanding the foregoing, if the reserve fund requirement is satisfied by a surety bond or other instrument at the time of the prepayment, then no Reserve Fund Credit shall be given. Notwithstanding the foregoing, the Reserve Fund Credit shall in no event be less than $0.

12. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the quotient computed pursuant to step 2 by the expected balance in the capitalized interest fund after such first interest payment (the "Capitalized Interest Credit").

13. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance, and the Administrative Fee, less the Reserve Fund Credit and less the Capitalized Interest Credit.

With respect to the Special Tax obligation that is prepaid pursuant to this Section F, the City Council shall indicate in the records of CFD No. 7 that there has been a prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such prepayment to indicate the prepayment of the Special Tax obligation and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such Special Tax shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Special Tax that may be levied on Taxable Property, net of reasonably estimated annual Administrative Expenses, shall be at least 1.10 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

G. PARTIAL PREPAYMENT OF SPECIAL TAX

The Special Tax obligation of an Assessor's Parcel of Taxable Property may be partially prepaid, as calculated in this Section G, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax obligation would be prepaid.

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = (P_F - A) \times F + A$$

The terms above have the following meanings:

PP = the Partial Prepayment Amount.

P_F = the Prepayment Amount calculated according to Section F.

F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax obligation.

A = Administrative Fees calculated in Section F, step 10

With respect to any Assessor's Parcel that is partially prepaid, the City Council shall indicate in the records of CFD No. 7 that there has been a partial prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such partial prepayment of the Special Tax obligation, to indicate the partial prepayment of the Special Tax obligation and the partial release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Special Tax shall cease.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Tax that may be levied on Taxable Property after such partial prepayment, net of reasonably estimated annual Administrative Expenses, shall be at least 1.10 times the regularly scheduled annual interest and principal payments on all Bonds outstanding after such partial prepayment in each future Fiscal Year.

H. TERMINATION OF SPECIAL TAX

For each Fiscal Year that any Bonds are outstanding, the Special Tax shall be levied on all Assessor's Parcels of Taxable Property within IA No. 3 in accordance with Section E. If any delinquencies for the Special Tax remain uncollected prior to or after all Bonds are retired, the Special Tax may be levied to the extent necessary to reimburse CFD No. 7 for uncollected Special Taxes, but not later than the 2048-49 Fiscal Year.

I. EXEMPTIONS

The City shall classify as Exempt Property: (i) Public Property, (ii) Assessor's Parcels used or owned exclusively by a property owners' association, or (iii) Assessor's Parcels with public or utility easements, including Assessor's Parcels designated as open space or retention basin, making impractical their utilization for other purposes than those set forth in the easement, provided that such classification would not reduce the Acreage of all Taxable Property to less than 65.19 Acres. Public Property that cannot be classified as Exempt Property will be classified as Taxable Public Property and shall be subject to the Special Tax in accordance with Section E. All other Assessor's Parcels identified within this section that cannot be classified as Exempt Property will be classified as Provisional Property and will be subject to the Special Tax in accordance with Section E.

J. APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the City Manager of the City not later than twelve months after having paid the first installment of the Special Tax that is disputed. The CFD Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the CFD Administrator decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made (except for the last year of levy), but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

K. MANNER OF COLLECTION

The annual Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 7 may collect the Special Taxes at a different time or in a different manner if necessary to meet its financial obligations.

Exhibit A

IMPROVEMENT AREA NO. 3 OF CITY OF MORENO VALLEY CFD NO. 7 MAXIMUM SPECIAL TAX RATE FOR ANNEXED PROPERTY (1)

Year After Formation	Maximum Special Tax per Acre
1	$439
2	$444
3	$449
4	$455
5	$461
6	$468
7	$475
8	$484
9	$493
10	$504
11	$516
12	$529
13	$545
14	$562
15	$582
16	$605
17	$632
18	$664
19	$702
20	$748
21	$805
22	$877
23	$970
24	$1,094
25	$1,269
26	$1,533
27	$1,974
28	$2,859
29	$5,518

(1) The above Maximum Special Tax rates are based upon the assumed coupon rate of 7.50%, consistent with the other bonding assumptions. These rates will be adjusted based upon the final pricing of the bonds at issuance. Once property is annexed into the CFD, that property's Maximum Special Tax is fixed at the final adjusted amount per acre (after bond issuance) for the year after formation in which the property is annexed.

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MV00175560

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: August 28, 2012

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of July 4 – August 21, 2012.

Reports on Reimbursable Activities July 4 – August 21, 2012		
Council Member	Date	Meeting
William H. Batey II		None
Marcelo Co		None
Robin N. Hastings		None
Jesse L. Molina	7/25/12	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley
Richard A. Stewart	8/7/12	Moreno Valley Hispanic Chamber of Commerce Adelante

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00175562

MINUTES - REGULAR MEETING OF JULY 10, 2012 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00175564

MINUTES - REGULAR MEETING OF JULY 10, 2012 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00175566

MINUTES - REGULAR MEETING OF JULY 10, 2012 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00175568

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: August 28, 2012

TITLE: A PUBLIC HEARING FOR A CITYWIDE AMENDMENT (PA10-0022) TO TITLE 9, CHAPTER 9.08, SECTION 9.08.100, "LIGHTING", SECTION 9.08.190, "STREET LIGHTING", CHAPTER 9.16, ARTICLE IV, "APPLICATIONS FOR HILLSIDE DEVELOPMENT", SECTION 9.16.235 "HILLSIDE DESIGN GUIDELINES" ARTICLE VI, "APPLICATIONS FOR LIGHTING", SECTION 9.16.280 "GENERAL REQUIREMENTS, AND CHAPTER 9.15 SECTION 9.15.030, "DEFINITIONS" RELATING TO DARK SKY PROVISIONS FOR LIGHTING. THE APPLICANT IS THE CITY OF MORENO VALLEY

RECOMMENDED ACTION

Staff recommends that the City Council conduct a public hearing on the proposed lighting standards. Should the City Council choose not to adopt the new standards, no further action is required. Should the City Council choose to adopt the new standards, the following actions are required:

1. **RECOGNIZE** that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines; and

2. **INTRODUCE** Ordinance No. 851, approving revisions to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general on-site, athletic field/park and street lighting citywide.

BACKGROUND

On October 20, 2009, the City Council provided direction at a study session meeting to review existing lighting standards and provide proposed dark sky provisions for consideration. The review of existing lighting ordinance standards was a direct result of the settlement agreement reached on January 7, 2010, between the Sierra Club, Highland Fairview and the City regarding approval of the Highland Fairview Corporate Park Project and the Skechers warehouse building.

On April 14, 2011, the item was considered by the Planning Commission. At said public hearing, the proposed dark sky lighting ordinance was not recommended due to a belief that proposed dark sky ordinance revisions could be intrusive to existing residential/commercial projects and may lead to public safety concerns with a night lighting curfew.

On July 12, 2011, City Council conducted a public hearing on a proposed citywide dark sky lighting ordinance. At said meeting, the City Council voted to continue the item to a future study session meeting in order for staff to review updated federal and state requirements on maximum wattage of incandescent and fluorescent bulbs and new more energy efficient lighting.

On April 3, 2012, the item was brought before the City Council at a study session meeting. To address a concern about new state and federal requirements for lighting and their ever changing wattage mandates for light bulbs, staff recommended language within the proposed dark sky lighting ordinance where maximum light bulb wattages are reviewed at the equivalency rate of a 100 watt incandescent light bulb and a 26 watt compact fluorescent light bulb. The Council directed staff to schedule the issue for public hearing in August of 2012.

DISCUSSION

Current City of Moreno Valley Municipal Code lighting requirements include provisions to curb on-site lighting such as the current limit for lighting at property lines to a maximum of 0.5 foot candle and residential lighting fixture limit of twelve feet in height. Some of the current lighting standards however, do not facilitate a dark sky approach or assist in promoting energy efficiency. For example, the City currently requires that parking lots and other public spaces be lit “from dusk to dawn” which exceeds the hours of operation for most retail and non-retail properties, especially office and religious establishments.

Although the settlement agreement suggested utilizing standards from the City of Palm Desert, ordinances from the cities of Palm Desert, Beaumont, Palm Springs, Encinitas, San Diego and other cities were reviewed. Standards within these ordinances and draft guidance standards by the International Dark-Sky Association were the basis for the revised lighting provisions. The recent County of Riverside dark sky lighting ordinance

was also reviewed, however it concentrated on residential light trespass and code enforcement related items.

Reasons for changing current lighting practices and drafting a dark sky ordinance include:

- Permit reasonable uses of outdoor lighting for nighttime safety, utility, security, and enjoyment while preserving the ambiance of the night;
- Curtail and reverse any degradation of the nighttime visual environment and the night sky;
- Minimize glare and obtrusive light by limiting outdoor lighting that is misdirected, excessive, or unnecessary;
- Conserve energy and resources to the greatest extent possible;
- Help protect the natural environment from the negative effects of night lighting.

The proposed dark sky lighting ordinance is another means of reducing energy on a citywide basis and actually coincides with mandatory measures included in the 2011 Green Building Code. Some of the measures proposed in the ordinance such as full shielding of lights, reducing spillover lighting beyond the property boundary and containing exterior lighting within the property boundaries are consistent with the 2011 Green Building Code. The proposed dark sky ordinance is also consistent with reduced energy consumption measures included as a goal of the City's Energy Efficiency and Climate Action Strategy.

Pursuant to the settlement agreement and direction provided by the City Council, staff developed revised onsite and parking lot lighting, lighting required on streets and rights of way and lighting provided for sports activities within parks and athletic fields for consideration. Based on provisions within the settlement agreement, staff was to report back to City Council with draft lighting requirements and recommendations for consideration without commitment to adopt an ordinance.

Some of the major modifications proposed to the existing lighting standards include:

- Revised development and performance standards including maximum wattage of light bulbs for single-family residential, multiple-family residential (100 watts) and non-residential (commercial and industrial) properties (250 watts);
- All lighting to include full cutoffs to prevent excess trespass for residential-multiple family and all non-residential properties.
- A further reduction of permitted light trespass or spillover lighting on adjacent properties for all non-residential and multi-family residential properties to not

exceed 0.25 foot candle minimum maintained lighting measured from within five (5) feet of any property line consistent with language in the Palm Desert ordinance. This compares with the existing ordinance standard to not exceed 0.50 foot candle at the property line.

- The inclusion of height limits for hillside residential lighting of 8 feet, with all other residential areas not to exceed 12 feet; and non-residential lighting height limits of 30 feet, except within 100 feet of a residential use, where the maximum height would be 20 feet and walkway/courtyard lighting with a maximum of 12 feet in height.

- The addition of lighting curfews for outdoor lighting for non-residential uses requiring all lighting to be reduced by 50 percent beginning at 10:00 p.m. or the close of business, whichever is later, until dawn or the start of business, whichever is earlier.
- The addition of athletic field lighting standards to include horizontal cutoffs to reduce vertical lighting above the fixture for new lighting and retrofit fixtures and a maximum lighting value for lighting recreational athletic fields to be an average maintained 50 foot-candles.

- The modification of existing street light standards to indicate that the installation of street lighting is solely for the purpose of illuminating the public right of way in conformance to the city street lighting standards, which include the provision that the developer will pay all costs related to the installation of street lighting and establish a method for the payment of maintenance and operations.

In the process of updating current lighting standards, staff established a subcommittee with members from Police, Land Development, Transportation, Special Districts, Moreno Valley Utility and Parks and Community Services. All department representatives of the subcommittee assisted in drafting revised lighting language, reviewed draft dark sky lighting standards, and have agreed to the proposed modifications as presented and attached to this report in cross-out/underline and clean copy formats.

ALTERNATIVES

1. **RECOGNIZE** that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines; and **INTRODUCE** Ordinance No. 851, approving revisions to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general on-site, athletic field/park and street lighting citywide. ***Staff recommends this alternative.***

2. **RECOGNIZE** that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines; and **INTRODUCE** Ordinance No. 851, approving revisions to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general on-site, athletic field/park and street lighting citywide. ***Staff does not recommend this alternative.***

NOTIFICATION

Public notice of the proposed Municipal Code Amendment was published in the local newspaper as a 1/8 page display ad on August 10, 2012 and was also mailed to the Sierra Club.

ATTACHMENTS

1. Public hearing notice
2. City Council Ordinance, including clean copies of the Ordinance amendment
3. Strikeout/underline version of Chapter 9, Section 9.08.100 "Lighting" of the Municipal Code
4. Strikeout/underline version of Chapter 9, Section 9.08.190, "Street Lighting" of the Municipal Code
5. Strikeout/underline version of Chapter 9.16, Article IV, "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines" of the Municipal Code
6. Strikeout/underline version of Chapter 9.16, "Applications for Lighting" Section 9.16.280 "General Requirements" of the Municipal Code.
7. Strikeout/underline version of Chapter 9.15, Section 9.15.030 "Definitions" of the Municipal Code.

Prepared By:
Mark Gross, AICP
Senior Planner

Department Head Approval:
Barry Foster
Community & Economic Development Director

Concurred By:
John C. Terell, AICP
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

NOTICE
OF
CITY COUNCIL
PUBLIC HEARING

THE CITY COUNCIL WILL CONSIDER A CITYWIDE AMENDMENT (PA10-0022) TO THE CITY OF MORENO VALLEY MUNICIPAL CODE, TITLE 9 OF THE MORENO VALLEY MUNICIPAL CODE, CHAPTER 9.08, SECTION 9.08.100 "LIGHTING" AND SECTION 9.08.190 "STREET LIGHTING", CHAPTER 9.16, ARTICLE IV "APPLICATIONS FOR HILLSIDE DEVELOPMENT", SECTION 9.16.235 "HILLSIDE DESIGN GUIDELINES", ARTICLE VI "APPLICATIONS FOR LIGHTING", SECTION 9.16.280, "GENERAL REQUIREMENTS", AND CHAPTER 9.15, SECTION 9.15.030 "DEFINITIONS" RELATING TO DARK SKY PROVISIONS FOR LIGHTING.

The amendment would modify current lighting standards including, but not limited to the refinement of existing code standards for general site, athletic field and street lighting to provide a further reduction of light spillover onto adjacent properties and a dark sky approach citywide.

The City Council may consider any appropriate modifications or alternatives to the amendment or environmental determination. The amendment is exempt under California Environmental Quality Act Guidelines Section 15061 in that there is no possibility that the proposed activity may have potential for a significant impact upon the environment.

Any person interested in the proposed project may contact Mark Gross at (951) 413-3215 or at the Community & Economic Development Department at 14177 Frederick Street, Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday – Thursday).

If you challenge any of these items in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Clerk or City Council on or before the following meeting date:

Tuesday, August 28, 2012
6:30 P.M.
City Council Chamber
14177 Frederick Street.
Moreno Valley, CA 92552-0805

ATTACHMENT 1

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MV00175576

ORDINANCE NO. 851

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA10-0022 TO AMEND TITLE 9 OF THE MORENO VALLEY MUNICIPAL CODE, CHAPTER 9.08, SECTION 9.08.100 "LIGHTING" AND SECTION 9.08.190 "STREET LIGHTING", CHAPTER 9.16, ARTICLE IV APPLICATIONS FOR HILLSIDE DEVELOPMENT SECTION 9.16.235 "HILLSIDE DESIGN GUIDELINES", ARTICLE VI "APPLICATIONS FOR LIGHTING", SECTION 9.16.280, "GENERAL REQUIREMENTS" AND CHAPTER 9.15, SECTION 9.15.030, "DEFINITIONS" RELATING TO MODIFICATIONS OF GENERAL SITE, STREET AND ATHLETIC FIELD/PARK LIGHTING WITH AN EMPHASIS ON DARK SKY STANDARDS CITYWIDE

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1: RECITALS

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 The ordinance amendment is attached hereto and incorporated herein as Exhibits A through E.

1.4 The item was first heard as a public hearing by the City Council on July 12, 2011. At said meeting the item was continued to a study session meeting in March/April of 2012.

1.5 The item was discussed at City Council Study Session on April 3, 2012, with Council directing staff to place on an agenda for public hearing in August of 2012.

1.6 A second City Council public hearing was conducted for the project on August 28, 2012.

SECTION 2: FINDINGS

2.1 Based upon substantial evidence presented to this City Council during the above-referenced meeting on August 28, 2012, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. **Conformance with General Plan Policies –** The proposed modifications to the Municipal Code are consistent with the General Plan, and its goals, objectives, policies and programs.

ATTACHMENT 2

FACT: The citywide project consists of modifications to existing lighting standards established in the City of Moreno Valley Municipal Code. Numerous sections of the Code will be modified regarding lighting for general site, athletic field and street lighting to provide a further reduction of light spillover onto adjacent properties, a dark sky approach and a reduction of overall energy/electricity use. All of the proposed clarifications and modifications included within the Municipal Code amendment are consistent with, and do not conflict with the goals, objectives, policies, and programs established within the General Plan. Particularly, Objective 2.10.7 of the General Plan indicates that on-site lighting should not cause nuisance levels of light or glare on adjacent properties.

2. **Conformance with Zoning Regulations –** The proposed modifications to the Municipal Code comply with all applicable zoning and other regulations.

   FACT: The primary purpose of modifying current lighting ordinance practices is to permit reasonable uses of outdoor lighting for nighttime safety, utility, security, and enjoyment while preserving the ambiance of the night, curtail and reverse any degradation of the nighttime visual environment and the night sky, minimize glare and obtrusive light by limiting outdoor lighting that is misdirected, excessive, or unnecessary and conserve energy. The amendments to the Municipal Code are consistent with applicable zoning standards and all other regulations within the Code. The newly established language within the amendment are internally consistent and compatible with the purpose and intent of Title 9, and will refine the language within the existing lighting and design standards within the various sections of the Code. The amendments are also internally compatible with other regulations established within the Moreno Valley Development Code.

3. **Health, Safety and Welfare –** The proposed modifications to the Municipal Code will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

   FACT: The modification and enhancement of existing Municipal Code general and design standards for on-site and street lighting with an emphasis on maintaining dark night skies creates a positive environment for the development of Moreno Valley's future and allows for the preservation of night skies and reduction of glare and light in more environmental sensitive land use areas such as residential hillside and open space areas.

Pursuant to Section 15061 of the CEQA Guidelines, the project meets requirements for project exemption as there is no possibility that the modification of existing light standards to further prevent light spillover into adjacent properties and into the night sky may have a significant effect on the environmental, while the activity is not subject to CEQA requirements. The proposed amendment also does not have the potential to adversely affect the public health, safety or welfare of the population residing in the City of Moreno Valley or surrounding jurisdictions.

SECTION 3: ADOPTION

Based on the foregoing recitals and findings, the City Council of the City of Moreno Valley does hereby adopt and approve the ordinance amendment attached hereto as Exhibit A.

SECTION 4: EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5: NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6: EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 11th day of September, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halsted, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 851 had its first reading on August 28, 2012, and had its second reading on September 11, 2012, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of September, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00175582

9.08.100 Lighting.

A. Purpose and Intent. The purpose of this section is to establish regulations and standards for outdoor lighting which will reduce light pollution and trespass generated by residential and non-residential lighting fixtures and devices, while maintaining dark skies. It is also the intent of this section to encourage, through the regulation of the types, construction, installation and uses of outdoor illuminating devices, lighting practices and systems to conserve energy without decreasing safety, security and productivity.

B. Applicability. Lighting standards included in this chapter shall apply to:

1. All new development

2. Any existing development or parking area providing five or more spaces, which is enlarged, reconstructed, altered or changed from its previous configuration shall be subject to illumination requirements included in this chapter.

3. Existing land uses are exempt from specific lighting requirements included in this chapter, except that they are subject either to general lighting intensity standards (i.e. foot candle requirements) in place prior to the effective date of this ordinance or standards of a prior point by point or photometric lighting plan approved by the City. Any general modifications to existing on-site lighting structures or fixtures and/or intensity of lighting may be subject to the regulations provided in the entirety of this chapter as determined by the submittal and review of a new or revised photometric lighting plan.

C. Minimum Development and Performance Standards. All exterior lighting shall meet the following requirements:

1. Single Family Residential Uses.

a. In all single family residential areas, light should be shielded such that the lamp itself or the lamp image is not directly visible outside the property perimeter.

b. The maximum wattage for residential lighting shall be 100 watts incandescent or equivalent light intensity and 26 watts compact fluorescent or equivalent light intensity, except for recreational courts.

c. Lighting standards for recreational courts are subject to Section 9.09.190 "Swimming pools, spas and recreational courts", while approval of all recreational court lighting is subject to a point by point photometric lighting plan submittal.

EXHIBIT A

2. Multiple Family Residential Uses.

a. All outdoor lighting associated with residential uses shall be fully shielded and directed away from adjacent residential properties. Such lighting shall not exceed one-quarter (0.25) foot candle minimum maintained lighting measured from within five (5) feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness.

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass.

c. The maximum wattage for residential lighting shall be 100 watts incandescent or equivalent light intensity and 26 watts compact fluorescent or equivalent light intensity, except as allowed for parking lot lighting and recreational courts.

d. Parking lot lighting for designated multiple family residential parking areas shall meet the requirements included in item (4) (a-c) below.

3. Non-Residential Uses.

a. All outdoor lighting associated with nonresidential uses shall be fully shielded and directed away from surrounding residential uses. Such lighting shall not exceed one quarter (0.25) foot candle minimum maintained lighting measured from within five feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness;

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass;

c. The maximum wattage for non residential uses shall be 250 watts or equivalent light intensity of high intensity discharge (HID) lighting.

4. Off-Street Parking.

a. All parking lots or structures providing more than five spaces for use by the general public and their pedestrian links shall be provided with a minimum coverage of one (1) foot candle of light with a maximum of eight (8) foot candles on the parking or walkway surface, unless otherwise approved, for visibility and security. Such lighting shall not exceed one quarter (0.25) foot candle minimum maintained lighting measured from within five (5) feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness. All wiring shall be underground;

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass;

c. The maximum wattage for parking lot lighting shall be 250 watts or equivalent light intensity of high intensity discharge (HID) lighting;

5. Public Parks, Trails and Athletic Field Lighting.

a. The illumination of outdoor public recreational (sports) facilities, unless a specific recreational activity requiring the lighting is already in progress is prohibited between midnight and dawn. Lighting shall be provided as specified in this chapter. All lighting shall be designed and installed in compliance with the Parks and Community Services document titled "LIGHTING STANDARDS FOR PARKS AND RELATED PUBLIC FACILITIES".

b. Public Parks: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. New lighting for parks and related facilities should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line may be utilized.

c. Trails: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. Lighted trails not incorporated in the roadway shall be illuminated with a minimum maintained twenty-five one-hundredths (0.25) foot-candles of light at ground level during the hours of darkness. New lighting for trails should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line may be utilized.

d. Athletic Field Lighting: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. The maximum lighting value that shall be used in lighting recreational athletic fields shall be an average maintained 50 foot candles. Minimum lighting values shall be per Parks and Community Services Standards. New lighting for athletic fields should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line may be utilized.

*Where the adjacent property line is another City facility, the foot-candles may exceed the maximum requirements.

6. Street Lighting

a. Purpose. The purpose of this section is to establish a set of guidelines with which to regulate the installation, operation and maintenance of overhead street lighting in the City. The City seeks to make provisions for street lighting that will be

beneficial to City residents, and to provide for this lighting in an orderly, efficient and equitable manner. This section serves to establish a uniform standard for location of lights and illumination levels within the City, and clarifies responsibilities for payment of the various costs involved.

b. General Requirements. Unless otherwise waived by the public works director/city engineer for developments within the OS, HR, RR and R1 districts, the provision of streetlights shall be a requirement of all development proposals. Prior to acceptance and approval of a final map, a developer shall construct or enter into an agreement to construct a street lighting system. The following specifications apply to all street lighting in the City, on all public and private roadways. The City has adopted the Southern California Edison (SCE) scheduled rates LS-1, LS-2 and LS-3 or comparable Moreno Valley Utility (MVU) rate standards. Prior to any planning, design, or installation of street lighting, the developer shall confirm the applicable rate schedule with the City. Installation of street lighting shall comply with the provisions of Chapter 9.14 for underground utility installation and shall be in accordance with the specifications of and plans approved by either SCE or MVU and the public works director/city engineer. (Ord. 359 (part), 1992). The developer will pay all costs related to the installation of the street lighting and establish a method for the payment of maintenance and operations. All street lighting installed shall be solely for the purpose of illuminating the public way and shall conform to the city street lighting standards.

c. Luminaire and Lamp Requirements.

1. All street lighting in residential areas shall not exceed 9,500 lumen (one hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

2. All street lighting in nonresidential areas shall not exceed 9,500 lumen (one hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

3. All street lighting for arterial roadways shall not exceed 22,000 lumen (two hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

4. All street lighting shall utilize full-cutoff luminaries and be fully shielded.

5. All street lighting shall meet the current City street lighting standards, unless otherwise approved by the public works director/city engineer.

d. Specific Warrants for Lighting Locations.

The City street lighting standards shall be used to determine locations for all street lighting, unless otherwise approved by the public works director/city engineer.

D. Lighting Height Limits

1. Hillside Residential Areas – Outdoor on-site lighting on hillside residential properties, except for street lighting, shall be mounted on a post with full cutoff not to exceed eight (8) feet above finished grade, or on a building wall or structure not to exceed eight (8) feet above finished grade and fully shielded. Such lighting shall be designed to project downward and shall not create glare on adjacent properties. Lighting attached to a single family residential structure shall not exceed the height of the roof eave.

2. All Other Residential Areas – Outdoor on-site lighting within all other residential areas, except for street lighting, shall be on poles or other supports not exceeding twelve (12) feet in height and fully shielded. Such lighting shall be designed to project downward and shall not create glare on adjacent properties. Lighting attached to all residential structures shall not exceed the height of the roof eave.

3. Non-Residential Areas – Outdoor on-site lighting on commercial and industrial properties, except for street lighting, shall be mounted on a post and fully shielded not to exceed a maximum height of thirty (30) feet, except within 100 feet of a residential use, where the post shall not exceed a maximum height of twenty (20) feet. Posts shall be appropriately scaled for small buildings and lots. All lighting fixtures shall be in scale with the proposed building height. Lighting attached to a building shall not exceed the height of the roof eave or twenty feet, whichever is less.

4. Walkway and Courtyard Lighting - Outdoor on-site lighting for all residential and non-residential walkway and courtyard lighting shall be directed downward and mounted on a post or adjacent structure not to exceed a maximum height of twelve (12) feet or the height of the eaves, whichever is less.

E. Light Trespass Standards. Light trespass shall be minimized by complying with the following standards:

1. Light spillover or trespass for all multiple family residential and non-residential properties shall not exceed one-quarter (0.25) foot candle minimum maintained of illumination measured from within five (5) feet of any property line.

2. All exterior lighting shall be full-cutoff type and fully shielded to prevent spillover onto adjacent properties.

3. All wall pack lighting shall be full-cutoff type and non-adjustable, with light directed away from surrounding properties. Wall packs shall incorporate internal house (wall) side shields, baffles or reflectors to minimize wall brightness.

F. General Guidelines

1. All exterior commercial doors during the hours of darkness shall be illuminated with one (1) to a maximum of three (3) foot candles of maintained lighting.

2. Aisles and passageways related to and within a building complex, during the hours of darkness, shall be illuminated with a maximum of one-half (0.50) to one (1) foot candles of maintained lighting.

3. All lighting shall be enclosed in vandal-resistant fixtures.

4. Lighting shall be adequate to help ensure a safe environment, but not to cause excessive glare or intense light.

5. For safety, identification and convenience, the entrances of building and parking areas shall be illuminated.

6. In multifamily developments, laundry rooms shall be well-lit at all times as they are intended for tenant use. Lights shall be placed on photo cell or automatic timers, and no switches shall be available to tenants to turn the lights off.

G. Lighting Curfew

1. Except as specified elsewhere in this Section, outdoor lighting systems in non-residential areas shall be turned off or reduced by at least fifty percent (50%) beginning at 10:00 p.m. or the close of business, whichever is later, until dawn or the start of business, whichever is earlier. The reduction of lighting shall be determined as an overall average for the parcel. When possible, the lighting system shall be turned off rather than reduced in lighting levels. Lighting shall be equipped with controls for photocell on and timer off.

2. All walkway, security and street lighting may remain on all night.

H. Lighting Prohibitions

1. Overhead roof lighting is prohibited.

2. The installation of mercury vapor outdoor lighting fixtures is prohibited.

3. Adjustable outdoor lighting fixture mounts are prohibited. All fixtures shall be permanently installed so as to maintain shielding requirements, except that landscape and ornamental lighting may use flexible or adjustable mounting systems.

4 Lighting fixtures mounted in such a way as to aim only towards a property line are prohibited.

5. Lighting which interferes with the safe operation of a motor vehicle as determined by the Police Chief or City Engineer is prohibited.

6. Billboard lighting which is pointed upward is prohibited.

I. Lighting Exemptions. The following lighting is exempt from this Chapter:

1. Swimming pool lighting

2. Lighting for exit signs and other illumination required by the building code

3. Lighting for exterior stairs and ramps, as required by the building code

4. Decorative lighting, as approved by the Community and Economic Development Director

5. Holiday and temporary lighting

6. Low voltage landscape lighting

7. Lights used for the illumination of flags as required by law.

8. Portable temporary lighting used by law enforcement or emergency services personnel to protect life or property.

9. Motion detector lighting fixtures are exempt provided that there is no light trespass onto adjacent residential properties.

10. Exposed string outdoor lighting is exempt provided that:

a. Lighting shall consist exclusively of white light with a clear bulb;

b. Installation of such lighting shall be limited to the lighting of living landscape features (shrubs and trees) in outside dining areas or within parking areas of a commercial center or plaza.

J. Lighting plans and evidence of lighting compliance. The application for any required city approval involving residential and non-residential nonexempt outdoor light fixtures shall include evidence that the proposed work will comply with this chapter. The submission shall contain the following:

1. The location of the site where the outdoor light fixtures will be installed;

2. Plans showing the location and type of all fixtures, both existing and proposed, on the premises, including point by point photometric lighting levels;

3. A description of the outdoor light fixtures including, but not limited to manufacturer's catalog cuts, photometric reports with candela distribution, drawings, and shielding information;

4. Submittal drawings shall be signed by a licensed professional engineer or by the licensed electrical contractor that is performing the work. This engineer or contractor shall be held responsible for the content and accuracy of the submittal design. Submittals must contain the name of the company that prepared the drawings and the name, title, and telephone number of the person that performed the design work.

5. All plans resubmitted for approval shall include a written description of all changes and comments attached to the plan check comments.

~~9.08.190 Street lighting.~~

~~A. Unless otherwise waived by the public works director for developments within the OS, HR, RR and R1 districts, the provision of street lights shall be a requirement of all development proposals.~~

~~B. Prior to acceptance and approval of a final map, a developer shall construct or enter into an agreement to construct a street lighting system of either:~~

~~1. A utility-owned ornamental system consisting of standard ornamental electroliers customarily furnished by the utility or other design approved by the utility and the public works director; or~~

~~2. A municipally-owned ornamental system consisting of reinforced concrete or steel standards with underground wiring or other design approved by the public works director.~~

~~C. If a utility-owned ornamental system is installed, the developer shall be liable for and shall pay all charges attributable to such installation.~~

~~D. If a municipally-owned underground ornamental system is installed, the developer shall be liable for and shall pay all costs incurred in installing the entire system.~~

~~E. Installation of street lighting shall comply with the provisions of Chapter 9.14 for underground utility installation and shall be in accordance with the specifications of and plans approved by the utility-owned system and the public works director. (Ord. 359 (part), 1992)~~

EXHIBIT B

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MV00175592

9.16.235 Hillside design standards.

A. Site Plan Design. Each structure shall be located in the most accessible, least visually prominent, most geologically stable portion or portions of the site, and at the lowest feasible elevation. Structures shall also be aligned with the natural contours of the site. Locating structures in the least prominent locations is particularly important on open hillsides where the high visibility of construction should be minimized by placing structures so that they will be screened by existing vegetation, depressions in topography, or other natural features. In addition, the following standards shall apply:

1. Significantly visible rock outcroppings should be preserved and incorporated into the site plan.

2. All pads and driveways shall, to the fullest extent practicable, follow and utilize the natural contours of the land to minimize disturbance and shall not be located on the crest of a natural ridgeline.

3. Clustering of development on flatter areas of the site is strongly encouraged.

4. Dwelling units and structures shall be sited in a manner that will:

a. Retain outward views from each unit;

b. Preserve or enhance vistas and ridgelines, particularly those seen from public places and rights-of-way in the valley below;

c. Preserve natural hydrology, native plant materials and areas of historic significance.

5. In areas adjacent to a ridgeline or in moderate slope areas, dwelling units and structures shall be sited to:

a. Use the natural ridgeline as a backdrop for structures;

b. Use landscape plant materials as a backdrop;

c. Use the structure to conceal cut slopes;

d. Retain major natural skyline profiles;

e. The topmost point of a proposed structure and all site grading shall be at least thirty (30) feet below the top of the nearest ridge or knoll.

EXHIBIT C

6. Encourage smaller pad to lot size ratios for all dwelling units.

7. Streets, both public and private, shall be developed below the crest of a natural ridgeline.

B. Architectural Design. The following architectural design standards shall apply:

1. Building development color palettes, including roofing, fencing and exterior building materials, shall be "earth tones" compatible with the natural color of the terrain and vegetation, and shall be approved by the community development director.

2. The design of the structure should give consideration to the lot's size and configuration in order to avoid the appearance of overbuilding and to minimize the blocking of views.

3. Large expanses of a single material on walls, roofs or paving areas should be avoided. Create interesting small scale patterns by breaking up building mass, varying building materials, etc. Building plans and elevations should be varied throughout a development to avoid a monotonous "cookie-cutter" look.

4. Horizontal and vertical architecture detailing of building articulation, such as overhangs, projections, alcoves, varied roof-plains, building offsets, etc. should be used to avoid large expanses of a wall in a single plain and to create light and shadow.

5. Brightly colored structures and roofs and reflective glass or building materials are expressly prohibited. Materials and colors shall blend with the natural hillside environment to the greatest degree feasible. Specific materials that are encouraged are those with natural colors and textures, including stone, wood, textured stucco and brick.

6. Where it will not result in increased grading and landform alteration, the limitation of structures to a single story is strongly encouraged.

7. The use of undulating walls that follow the land form are highly encouraged.

8. Detaching the garage shall be encouraged, while retaining walls shall be integrated into the garage walls on sloping lots to reduce grading and minimize visibility of walls.

9. Include architectural enrichments and variations in roof massing. Roofs should have low profiles to minimize their visual impact. On sloping land, the roof pitch should follow the slope of the hillside, instead of being perpendicular to the hillside or opposing hillside slope. Upper stories should not be cantilevered out of the opposite direction of the hillside slope.

C. Lighting Design. The intent of lighting standards for designated hillside properties is to preserve the low light level conditions that are inherently characteristic of hillside areas. The following lighting design standards shall apply:

1. Lights shall not be located on the portion(s) of the site that has not been disturbed.

2. Lights mounted on dwellings, buildings or structures shall be fully shielded and directed away from adjacent developments.

3. All light fixtures should be directed downward and properly aimed on the targeted areas to maximize their effectiveness and minimize the total number of light fixtures.

4. All lighting shall be low scale and low intensity and directed downward and away from the view of others.

5. Road, driveway and walkway lights should be located on the "downhill" side and aimed toward the "uphill" side and should be fully shielded from below and only light the driveway surface.

6. Lighting fixtures on properties should be mounted on a post not to exceed a height of eight (8) feet above finished grade, or on a building wall not to exceed a height of eight (8) feet above finished grade and fully shielded, or on a structure not to exceed a height of eight (8) feet above finished grade and fully shielded for security lighting.

7. Street lighting shall be limited to the greatest degree feasible to maintain a "dark sky" environment. Typically, streetlights should be limited to street intersections or other locations where safety concerns predicate the need for illumination. (Ord. 773 § 3, 2008)

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MV00175596

"Land use ordinance" means the city of Moreno Valley development code as amended.

Lighting (Minimum Maintained). "Minimum maintained lighting" means a method of measuring light at the ground level.

9.15.030

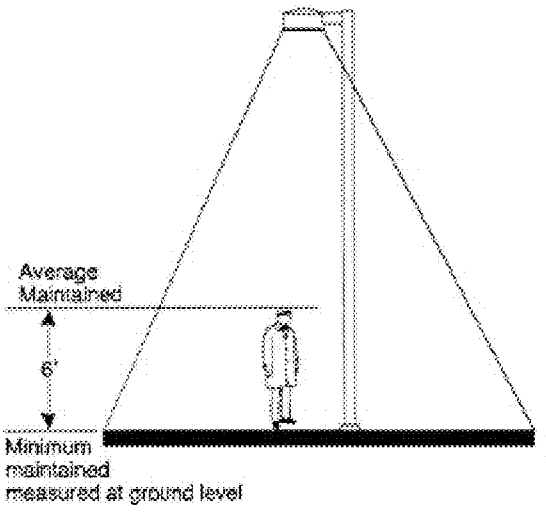

Figure 9.15.030-10

Lighting (Minimum Maintained)

"Light Trespass" means any artificial light or glare from a light fixture onto neighboring property that interferes with viewing of the night sky, or eliminates the ability to have darkness on the adjacent property, or shines into neighboring windows, properties or structures.

"Livestock" means and includes cows, bulls, calves and heifers, except pigs.

"Live/work unit" means a residential dwelling unit where there is one or more rooms containing working space located within, adjacent to, or near the residential unit, and one or more individuals living in the residential unit regularly use the working space to earn their livelihood, usually in professional or design related activities.

EXHIBIT D

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MV00175598

9.16.280 General requirements.

A. Purpose and Intent Lighting shall serves both safety and aesthetic purposes, while reducing unnecessary light pollution and maintaining dark skies. Effective lighting will highlight building features and add emphasis to important spaces and entryways, while limiting glare and light trespass onto adjacent properties. The intent of these guidelines is to encourage effective and innovative lighting as an integral design component of a project.

B. General Guidelines.

1. Exterior lighting should relate to the design the project, highlighting architectural elements and details without deflecting unnecessary light and glare onto surrounding properties.

2. Lighting should improve the visual identification of residences and businesses.

3. Energy efficient lighting of buildings is encouraged.

4. High-intensity security lighting fixtures should be concealed by landscaping or building architectural elements.

5. The location, color and intensity of private lighting should relate to and complement public lighting.

6. Lighting fixture design should complement the overall design theme of the project in which they are located.

7. At hazardous locations such as changes of grade, low level supplemental lighting units should be used.

8. Where low level lighting (below five feet) is used, fixtures should be placed so that they do not produce glare.

EXHIBIT E

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MV00175600

9.08.100 Lighting.

A. Purpose and Intent. The purpose of this section is to establish regulations and standards for outdoor lighting which will reduce light pollution and trespass generated by residential and non-residential lighting fixtures and devices, while maintaining dark skies. It is also the intent of this section to encourage, through the regulation of the types, construction, installation and uses of outdoor illuminating devices, lighting practices and systems to conserve energy without decreasing safety, security and productivity.

B. Applicability. Lighting standards included in this chapter shall apply to:

1. All new development

2. ~~Each~~ Any existing development or parking area providing five or more spaces, which is enlarged, reconstructed, altered or changed from its previous configuration shall be subject to ~~these~~ illumination requirements included in this chapter.

3. Existing land uses are exempt from specific lighting requirements included in this chapter, except that they are subject either to general lighting intensity standards (i.e. foot candle requirements) in place prior to the effective date of this ordinance or standards of a prior point by point or photometric lighting plan approved by the City. Any general modifications to existing on-site lighting structures or fixtures and/or intensity of lighting may be subject to the regulations provided in the entirety of this chapter as determined by the submittal and review of a new or revised photometric lighting plan.

C. Minimum Development and Performance Standards. All exterior lighting shall meet the following requirements:

1. Single Family Residential Uses.

a. In all single family residential areas, light should be shielded such that the lamp itself or the lamp image is not directly visible outside the property perimeter.

b. The maximum wattage for residential lighting shall be 100 watts incandescent or equivalent light intensity and 26 watts compact fluorescent or equivalent light intensity, except for recreational courts.

c. Lighting standards for recreational courts are subject to Section 9.09.190 "Swimming pools, spas and recreational courts", while approval of all recreational court lighting is subject to a point by point photometric lighting plan submittal.

ATTACHMENT 3

2. Multiple Family Residential Uses.

a. All outdoor lighting associated with residential uses shall be fully shielded and directed away from adjacent residential properties. Such lighting shall not exceed one-quarter (0.25) foot candle minimum maintained lighting measured from within five (5) feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness.

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass.

c. The maximum wattage for residential lighting shall be 100 watts incandescent or equivalent light intensity and 26 watts compact fluorescent or equivalent light intensity, except as allowed for parking lot lighting and recreational courts.

d. Parking lot lighting for designated multiple family residential parking areas shall meet the requirements included in item (4) (a-c) below.

3. Non-Residential Uses.

~~A.~~ a. All outdoor lighting associated with nonresidential uses shall be fully shielded and directed away from surrounding residential uses. Such lighting shall not exceed ~~one-half (0.50)~~ one quarter (0.25) foot candle minimum maintained lighting ~~beyond the property containing the nonresidential use~~ measured from within five feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness;

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass;

c. The maximum wattage for non residential uses shall be 250 watts or equivalent light intensity of high intensity discharge (HID) lighting.

4. Off-Street Parking.

~~B.~~ a. All parking lots or structures providing more than five spaces for use by the general public and their pedestrian links shall be provided with a minimum coverage of one (1) foot candle of light with a maximum of eight (8) foot candles on the parking or walkway surface ~~from dusk until dawn~~, unless otherwise approved, for visibility and security ~~over the entire parking surface~~. ~~Wiring shall be underground unless existing overhead lines can serve the need without any additional overhead lines~~. ~~Each parking area of five or more spaces existing prior to the effective date of the ordinance codified in this chapter which is enlarged, constructed, altered, or changed from its previous configuration shall be subject to these illumination requirements.~~ Such lighting

shall not exceed ~~one-half (0.50)~~ one quarter (0.25) foot candle minimum maintained lighting ~~beyond the property containing the non-residential use~~ measured from within five (5) feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness. All wiring shall be underground;

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass;

c. The maximum wattage for parking lot lighting shall be 250 watts or equivalent light intensity of high intensity discharge (HID) lighting;

5. Public Parks, Trails and Athletic Field Lighting.

a. The illumination of outdoor public recreational (sports) facilities, unless a specific recreational activity requiring the lighting is already in progress is prohibited between midnight and dawn. Lighting shall be provided as specified in this chapter. All lighting shall be designed and installed in compliance with the Parks and Community Services document titled "LIGHTING STANDARDS FOR PARKS AND RELATED PUBLIC FACILITIES".

b. Public Parks: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. New lighting for parks and related facilities should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line may be utilized.

c. Trails: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. Lighted trails not incorporated in the roadway shall be illuminated with a minimum maintained twenty-five one-hundredths (0.25) foot-candles of light at ground level during the hours of darkness. New lighting for trails should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line may be utilized.

d. Athletic Field Lighting: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. The maximum lighting value that shall be used in lighting recreational athletic fields shall be an average maintained 50 foot candles. Minimum lighting values shall be per Parks and Community Services Standards. New lighting for athletic fields should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line may be utilized.

*Where the adjacent property line is another City facility, the foot-candles may exceed the maximum requirements.

6. Street Lighting

a. Purpose. The purpose of this section is to establish a set of guidelines with which to regulate the installation, operation and maintenance of overhead street lighting in the City. The City seeks to make provisions for street lighting that will be beneficial to City residents, and to provide for this lighting in an orderly, efficient and equitable manner. This section serves to establish a uniform standard for location of lights and illumination levels within the City, and clarifies responsibilities for payment of the various costs involved.

b. General Requirements. Unless otherwise waived by the public works director/city engineer for developments within the OS, HR, RR and R1 districts, the provision of streetlights shall be a requirement of all development proposals. Prior to acceptance and approval of a final map, a developer shall construct or enter into an agreement to construct a street lighting system. The following specifications apply to all street lighting in the City, on all public and private roadways. The City has adopted the Southern California Edison (SCE) scheduled rates LS-1, LS-2 and LS-3 or comparable Moreno Valley Utility (MVU) rate standards. Prior to any planning, design, or installation of street lighting, the developer shall confirm the applicable rate schedule with the City. Installation of street lighting shall comply with the provisions of Chapter 9.14 for underground utility installation and shall be in accordance with the specifications of and plans approved by either SCE or MVU and the public works director/city engineer. (Ord. 359 (part), 1992). The developer will pay all costs related to the installation of the street lighting and establish a method for the payment of maintenance and operations. All street lighting installed shall be solely for the purpose of illuminating the public way and shall conform to the city street lighting standards.

c. Luminaire and Lamp Requirements.

1. All street lighting in residential areas shall not exceed 9,500 lumen (one hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

2. All street lighting in nonresidential areas shall not exceed 9,500 lumen (one hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

3. All street lighting for arterial roadways shall not exceed 22,000 lumen (two hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

4. All street lighting shall utilize full-cutoff luminaries and be fully shielded.

5. All street lighting shall meet the current City street lighting standards, unless otherwise approved by the public works director/city engineer.

d. Specific Warrants for Lighting Locations.

The City street lighting standards shall be used to determine locations for all street lighting, unless otherwise approved by the public works director/city engineer.

D. Lighting Height Limits

1. Hillside Residential Areas – Outdoor on-site lighting on hillside residential properties, except for street lighting, shall be mounted on a post with full cutoff not to exceed eight (8) feet above finished grade, or on a building wall or structure not to exceed eight (8) feet above finished grade and fully shielded. Such lighting shall be designed to project downward and shall not create glare on adjacent properties. Lighting attached to a single family residential structure shall not exceed the height of the roof eave.

2. All Other Residential Areas – Outdoor on-site lighting within all other residential areas, except for street lighting, shall be on poles or other supports not exceeding twelve (12) feet in height and fully shielded. Such lighting shall be designed to project downward and shall not create glare on adjacent properties. Lighting attached to all residential structures shall not exceed the height of the roof eave.

3. Non-Residential Areas – Outdoor on-site lighting on commercial and industrial properties, except for street lighting, shall be mounted on a post and fully shielded not to exceed a maximum height of thirty (30) feet, except within 100 feet of a residential use, where the post shall not exceed a maximum height of twenty (20) feet. Posts shall be appropriately scaled for small buildings and lots. All lighting fixtures shall be in scale with the proposed building height. Lighting attached to a building shall not exceed the height of the roof eave or twenty feet, whichever is less.

4. Walkway and Courtyard Lighting - Outdoor on-site lighting for all residential and non-residential walkway and courtyard lighting shall be directed downward and mounted on a post or adjacent structure not to exceed a maximum height of twelve (12) feet or the height of the eaves, whichever is less.

E. Light Trespass Standards. Light trespass shall be minimized by complying with the following standards:

1. Light spillover or trespass for all multiple family residential and non-residential properties shall not exceed one-quarter (0.25) foot candle minimum maintained of illumination measured from within five (5) feet of any property line.

2. All exterior lighting shall be full-cutoff type and fully shielded to prevent spillover onto adjacent properties.

3. All wall pack lighting shall be full-cutoff type and non-adjustable, with light directed away from surrounding properties. Wall packs shall incorporate internal house (wall) side shields, baffles or reflectors to minimize wall brightness.

F. General Guidelines

1. All exterior commercial doors during the hours of darkness shall be illuminated with one (1) to a maximum of three (3) foot candles of ~~minimum~~ maintained lighting.

2. Aisles and passageways ~~and recesses~~ related to and within a building complex, during the hours of darkness, shall be illuminated ~~to~~ with a maximum of one-half (0.50) to one (1) foot candles of ~~minimum~~ maintained lighting.

3. All lighting shall be enclosed in vandal-resistant fixtures.

4. Lighting shall be adequate to help ensure a safe environment, but not to cause excessive glare or intense light.

5. For safety, identification and convenience, the entrances of building and parking areas shall be illuminated.

6. In multifamily developments, laundry rooms shall be well-lit at all times as they are intended for tenant use. Lights shall be placed on photo cell or automatic timers, and no switches shall be available to tenants to turn the lights off.

~~7. All residential dwellings shall display street numbers in a prominent location on the street side of the residence in such a position that the numbers are easily visible to approaching emergency vehicles. The numbers shall be consistently located on each dwelling throughout the development. The numerals shall be no less than four inches in height and shall be of low voltage lighted address fixtures. (Ord. 698 § 3.1(d), 2005; Ord. 359 (part), 1992)~~

G. Lighting Curfew

1. Except as specified elsewhere in this Section, outdoor lighting systems in non-residential areas shall be turned off or reduced by at least fifty percent (50%) beginning at 10:00 p.m. or the close of business, whichever is later, until dawn or the start of business, whichever is earlier. The reduction of lighting shall be determined as an overall average for the parcel. When possible, the lighting system shall be turned off rather than reduced in lighting levels. Lighting shall be equipped with controls for photocell on and timer off.

2. All walkway, security and street lighting may remain on all night.

H. Lighting Prohibitions

1. Overhead roof lighting is prohibited.

2. The installation of mercury vapor outdoor lighting fixtures is prohibited.

3. Adjustable outdoor lighting fixture mounts are prohibited. All fixtures shall be permanently installed so as to maintain shielding requirements, except that landscape and ornamental lighting may use flexible or adjustable mounting systems.

4 Lighting fixtures mounted in such a way as to aim only towards a property line are prohibited.

5. Lighting which interferes with the safe operation of a motor vehicle as determined by the Police Chief or City Engineer is prohibited.

6. Billboard lighting which is pointed upward is prohibited.

I. Lighting Exemptions. The following lighting is exempt from this Chapter:

1. Swimming pool lighting

2. Lighting for exit signs and other illumination required by the building code

3. Lighting for exterior stairs and ramps, as required by the building code

4. Decorative lighting, as approved by the Community and Economic Development Director

5. Holiday and temporary lighting

6. Low voltage landscape lighting

7. Lights used for the illumination of flags as required by law.

8. Portable temporary lighting used by law enforcement or emergency services personnel to protect life or property.

9. Motion detector lighting fixtures are exempt provided that there is no light trespass onto adjacent residential properties.

10. Exposed string outdoor lighting is exempt provided that:

a. Lighting shall consist exclusively of white light with a clear bulb;

b. Installation of such lighting shall be limited to the lighting of living landscape features (shrubs and trees) in outside dining areas or within parking areas of a commercial center or plaza.

J. Lighting plans and evidence of lighting compliance. The application for any required city approval involving residential and non-residential nonexempt outdoor light fixtures shall include evidence that the proposed work will comply with this chapter. The submission shall contain the following:

1. The location of the site where the outdoor light fixtures will be installed;

2. Plans showing the location and type of all fixtures, both existing and proposed, on the premises, including point by point photometric lighting levels;

3. A description of the outdoor light fixtures including, but not limited to manufacturer's catalog cuts, photometric reports with candela distribution, drawings, and shielding information;

4. Submittal drawings shall be signed by a licensed professional engineer or by the licensed electrical contractor that is performing the work. This engineer or contractor shall be held responsible for the content and accuracy of the submittal design. Submittals must contain the name of the company that prepared the drawings and the name, title, and telephone number of the person that performed the design work.

5. All plans resubmitted for approval shall include a written description of all changes and comments attached to the plan check comments.

~~C. Use of the following forms of outdoor lighting shall be prohibited between midnight and dawn:~~

~~1. The operation of searchlights for advertising purposes; and~~

~~2. The illumination of outdoor public recreational facilities, unless a specific recreational activity requiring the lighting is already in progress. Security lighting shall be provided.~~

~~D. Overhead roof lighting is prohibited.~~

~~E. Outdoor lighting within residential areas, except for street lighting, shall be on poles or other supports not exceeding twelve (12) feet in height. Such lighting shall be designed to project downward and shall not create glare on adjacent properties.~~

~~F. All exterior commercial doors during the hours of darkness shall be illuminated with one footcandle, minimum maintained of light on the surface.~~

~~G. Aisles, passageways and recesses related to and within a building complex, during the hours of darkness, shall be illuminated to one-half footcandle, minimum maintained on the surface.~~

~~H. All lighting shall be enclosed in vandal-resistant fixtures~~.

~~I. General Guidelines.~~

~~1. Lighting shall be adequate to help ensure a safe environment, but not to cause excessive glare or intense light.~~

~~2. For safety, identification and convenience, the entrances of building and parking areas shall be illuminated. All illumination of streets, parking areas and other project areas shall provide a variety of light quality and intensity, emphasizing areas of high vehicular and pedestrian activity with increased light intensity.~~

~~3. All exterior lighting shall be shielded to prevent spillover onto adjacent properties.~~

~~4. Industrial and manufacturing developments shall provide adequate lighting for safe and secure on-site parking, loading, storage, receiving and pedestrian areas.~~

~~5. All exterior doors on commercial structures shall be illuminated with a "minimum maintained" of one footcandle of light on the door surface during hours of darkness.~~

~~6. Aisles, passageways and recesses within a building complex shall be illuminated with a "minimum maintained" of one-half footcandle of light during hours of darkness.~~

~~7. All lighting shall be enclosed in vandal-resistant fixtures.~~

~~8. In multifamily developments, laundry rooms shall be well-lit at all times they are intended for tenant use. Lights shall be placed on photo cell or automatic timers, and no switches shall be available to tenants to turn the lights off.~~

~~9. All residential dwellings shall display street numbers in a prominent location on the street side of the residence in such a position that the numbers are easily visible to approaching emergency vehicles. The numbers shall be consistently located on each dwelling throughout the development. The numerals shall be no less than four inches in height and shall be of low voltage lighted address fixtures. (Ord. 698 § 3.1(d), 2005; Ord. 359 (part), 1992)~~

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MV00175610

~~9.08.190 Street lighting.~~

~~A. Unless otherwise waived by the public works director for developments within the OS, HR, RR and R1 districts, the provision of street lights shall be a requirement of all development proposals.~~

~~B. Prior to acceptance and approval of a final map, a developer shall construct or enter into an agreement to construct a street lighting system of either:~~

~~1. A utility-owned ornamental system consisting of standard ornamental electroliers customarily furnished by the utility or other design approved by the utility and the public works director; or~~

~~2. A municipally-owned ornamental system consisting of reinforced concrete or steel standards with underground wiring or other design approved by the public works director.~~

~~C. If a utility-owned ornamental system is installed, the developer shall be liable for and shall pay all charges attributable to such installation.~~

~~D. If a municipally-owned underground ornamental system is installed, the developer shall be liable for and shall pay all costs incurred in installing the entire system.~~

~~E. Installation of street lighting shall comply with the provisions of Chapter 9.14 for underground utility installation and shall be in accordance with the specifications of and plans approved by the utility-owned system and the public works director. (Ord. 359 (part), 1992)~~

ATTACHMENT 4

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MV00175612

9.16.235 Hillside design standards.

A. Site Plan Design. Each structure shall be located in the most accessible, least visually prominent, most geologically stable portion or portions of the site, and at the lowest feasible elevation. Structures shall also be aligned with the natural contours of the site. Locating structures in the least prominent locations is particularly important on open hillsides where the high visibility of construction should be minimized by placing structures so that they will be screened by existing vegetation, depressions in topography, or other natural features. In addition, the following standards shall apply:

1. Significantly visible rock outcroppings should be preserved and incorporated into the site plan.

2. All pads and driveways shall, to the fullest extent practicable, follow and utilize the natural contours of the land to minimize disturbance and shall not be located on the crest of a natural ridgeline.

3. Clustering of development on flatter areas of the site is strongly encouraged.

4. Dwelling units and structures shall be sited in a manner that will:

a. Retain outward views from each unit;

b. Preserve or enhance vistas and ridgelines, particularly those seen from public places and rights-of-way in the valley below;

c. Preserve natural hydrology, native plant materials and areas of historic significance.

5. In areas adjacent to a ridgeline or in moderate slope areas, dwelling units and structures shall be sited to:

a. Use the natural ridgeline as a backdrop for structures;

b. Use landscape plant materials as a backdrop;

c. Use the structure to conceal cut slopes;

d. Retain major natural skyline profiles;

e. The topmost point of a proposed structure and all site grading shall be at least thirty (30) feet below the top of the nearest ridge or knoll.

ATTACHMENT 5

6. Encourage smaller pad to lot size ratios for all dwelling units.

7. Streets, both public and private, shall be developed below the crest of a natural ridgeline.

B. Architectural Design. The following architectural design standards shall apply:

1. Building development color palettes, including roofing, fencing and exterior building materials, shall be "earth tones" compatible with the natural color of the terrain and vegetation, and shall be approved by the community development director.

2. The design of the structure should give consideration to the lot's size and configuration in order to avoid the appearance of overbuilding and to minimize the blocking of views.

3. Large expanses of a single material on walls, roofs or paving areas should be avoided. Create interesting small scale patterns by breaking up building mass, varying building materials, etc. Building plans and elevations should be varied throughout a development to avoid a monotonous "cookie-cutter" look.

4. Horizontal and vertical architecture detailing of building articulation, such as overhangs, projections, alcoves, varied roof-plains, building offsets, etc. should be used to avoid large expanses of a wall in a single plain and to create light and shadow.

5. Brightly colored structures and roofs and reflective glass or building materials are expressly prohibited. Materials and colors shall blend with the natural hillside environment to the greatest degree feasible. Specific materials that are encouraged are those with natural colors and textures, including stone, wood, textured stucco and brick.

6. Where it will not result in increased grading and landform alteration, the limitation of structures to a single story is strongly encouraged.

7. The use of undulating walls that follow the land form are highly encouraged.

8. Detaching the garage shall be encouraged, while retaining walls shall be integrated into the garage walls on sloping lots to reduce grading and minimize visibility of walls.

9. Include architectural enrichments and variations in roof massing. Roofs should have low profiles to minimize their visual impact. On sloping land, the roof pitch should follow the slope of the hillside, instead of being perpendicular to the hillside or opposing hillside slope. Upper stories should not be cantilevered out of the opposite direction of the hillside slope.

C. Lighting Design. The intent of lighting standards for designated hillside properties is to preserve the low light level conditions that are inherently characteristic of hillside areas. The following lighting design standards shall apply:

1. Lights shall not be located on the portion(s) of the site that has not been disturbed.

2. Lights mounted on dwellings, buildings or structures shall be fully shielded and directed away from adjacent developments.

3. All light fixtures should be directed downward and properly aimed on the targeted areas to maximize their effectiveness and minimize the total number of light fixtures.

4. All lighting shall be low scale and low intensity and directed downward and away from the view of others.

5. Road, driveway and walkway lights should be located on the "downhill" side and aimed toward the "uphill" side and should be fully shielded from below and only light the driveway surface.

6. Lighting fixtures on properties should be mounted on a post not to exceed a height of eight (8) feet above finished grade, or on a building wall not to exceed a height of eight (8) feet above finished grade and fully shielded, or on a structure ~~of not more than~~ not to exceed a height of ~~twelve (12~~) eight (8) feet above finished grade and fully shielded for security lighting.

7. Street lighting shall be limited to the greatest degree feasible to maintain a "dark sky" environment. Typically, streetlights should be limited to street intersections or other locations where safety concerns predicate the need for illumination. (Ord. 773 § 3, 2008)

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MV00175616

9.16.280 General requirements.

A. Purpose and Intent Lighting shall serves both safety and aesthetic purposes, while reducing unnecessary light pollution and maintaining dark skies. Effective lighting will highlight building features, and add emphasis to important spaces and entryways, while limiting glare and light trespass onto adjacent properties. The intent of these guidelines is to encourage effective and innovative lighting as an integral design component of a project.

B. General Guidelines.

1. Exterior lighting should relate to the design the project, highlighting architectural elements and details without deflecting unnecessary light and glare onto surrounding properties.

~~2. Parking lot and walkway lighting fixture height and brightness should conform to the following table:~~

~~Table 9.16.280A~~

~~Site Lighting~~

-

~~Lamp Types and Characteristics~~

~~Type~~	~~Characteristics~~
~~Low Level~~	~~Heights below eye level~~
-	~~Very finite patterns with hour wattage capabilities~~
-	~~Incandescent, fluorescent~~
-	~~Lowest maintenance requirements, but highly susceptible to vandals~~
~~Mall and Walkway~~	~~10′ – 15′ heights average~~
-	~~Multi-use because of extreme variety of fixtures and light pattern~~
-	~~Incandescent, high pressure sodium~~
-	~~Susceptible to vandalism~~
~~Special Purpose~~	~~20′ – 30′ heights average~~
-	~~Recreational, commercial, residential, industrial~~
-	~~Metal halide, high or low pressure sodium~~
-	~~Fixtures monitored by sentry~~

ATTACHMENT 6

~~3.~~ 2. Lighting should improve the visual identification of residences and businesses. ~~Within commercial areas, lighting should help to create a festive atmosphere by encouraging nighttime pedestrian use.~~

~~4.~~ 3. Energy efficient lighting of buildings is encouraged.

~~5~~. 4. High-intensity security lighting fixtures should be concealed by landscaping or building architectural elements. ~~and should be de-signed either to uplight structures from the ground or to downlight structures from projecting or detached architectural elements.~~

~~6.~~ 5. The location, color and intensity of private lighting should relate to and complement public lighting.

~~7~~. 6. Lighting fixture design should complement the overall design theme of the project in which they are located.

~~8. Fixtures should be placed so that light patterns overlap at a height of seven feet, which is sufficiently high to illuminate a person's body vertically. This is a particularly important consideration now that lighting fixture manufacturers are designing luminaries with highly controlled light patterns.~~

~~9~~ 7. At hazardous locations such as changes of grade, low level supplemental lighting units should be used.

~~10~~ 8. Where low level lighting (below five feet) is used, fixtures should be placed so that they do not produce glare. ~~Most eye levels occur between three feet eight inches (for wheelchair users) and six feet for standing adults.~~

~~11. When walkway lighting is provided primarily by low fixtures, there should be sufficient peripheral lighting to illuminate the immediate surroundings. Peripheral lighting provides for a better feeling of security for individuals because they can see into their surroundings to determine whether passage through an area is safe. Such lighting should be approached from one of two ways:~~

~~a. By lighting the area so that an object or person may be seen directly; or~~

~~b. By lighting the area to place an object or a person in silhouette. (Ord. 698 § 3.1(g), 2005; Ord. 359 (Attach. 2 (part)), 1992)~~

"Land use ordinance" means the city of Moreno Valley development code as amended.

Lighting (Minimum Maintained). "Minimum maintained lighting" means a method of measuring light at the ground level.

9.15.030

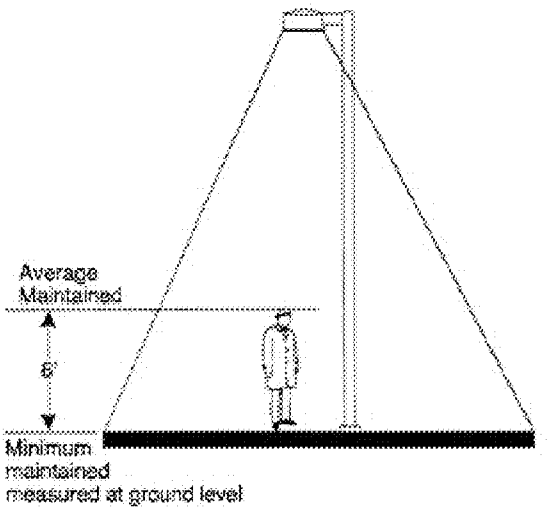

Figure 9.15.030-10

Lighting (Minimum Maintained)

"Light Trespass" means any artificial light or glare from a light fixture onto neighboring property that interferes with viewing of the night sky, or eliminates the ability to have darkness on the adjacent property, or shines into neighboring windows, properties or structures.

"Livestock" means and includes cows, bulls, calves and heifers, except pigs.

"Live/work unit" means a residential dwelling unit where there is one or more rooms containing working space located within, adjacent to, or near the residential unit, and one or more individuals living in the residential unit regularly use the working space to earn their livelihood, usually in professional or design related activities.

ATTACHMENT 7

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MV00175620

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: August 28, 2012

TITLE: A PUBLIC HEARING (PA11-0013) FOR A CITYWIDE AMENDMENT TO TITLE 9, CHAPTER 9.11, SECTION 9.11.040, "OFF STREET PARKING REQUIREMENTS" TO PROVIDE CONSISTENCY WITH THE CURRENT 2011 CALIFORNIA GREEN BUILDING CODE STANDARDS REQUIRING LOW-EMITTING, FUEL-EFFICIENT AND CARPOOL AND VANPOOL VEHICLE PARKING FOR ALL NEW NON-RESIDENTIAL USES.

RECOMMENDED ACTION

Staff recommends that the City Council conduct a public hearing on the proposed Mandatory Green Building Code item on low-emitting, fuel-efficient and carpool/vanpool parking as follows:

1. **RECOGNIZE** that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines; and

2. **INTRODUCE** Ordinance No. 2012-852, approving revisions to Title 9 and Section 9.11.040 "Off Street Parking Requirements" to provide consistency with the current 2011 California Green Building Code standards for low-emitting, fuel –efficient and carpool and vanpool vehicle parking for all new non-residential uses citywide.

ADVISORY BOARD RECOMMENDATIONS

The item was considered by the Planning Commission on July 12, 2012. Due to residential and industrial development community concerns and the continued fragile state of the economy, the Planning Commission did not recommend Codes that reach

beyond current Title 24 standards or any other energy efficient local mandatory measures that exceed current building standards. The Planning Commission recommended approval of a modified version of the original Reach Code effort to include only the California Green Building Code requirement for low-emitting, fuel-efficient and carpool/vanpool vehicle parking of the proposed nine (9) mandatory local measures. None of the local measures exceeding the current 2011 California Green Building Code standards were recommended to the City Council.

BACKGROUND

On April 3, 2012, the Planning Division provided the Reach Code item for discussion purposes at a joint City Council/Planning Commission Study Session meeting. At said meeting, City Council and Planning Commission agreed that additional public outreach be provided to the development community to gauge possible concerns with the proposed approach.

On May 10, 2012, the Planning Division provided public outreach to the development community by presenting Reach Codes at the Economic Development Subcommittee Developer Workshop. Based upon concerns of the development community over the continued struggling economy and the fact the building permits for residential subdivisions are almost non-existent, staff has significantly modified the original direction of the Reach Code effort. All references to Performance standards and specific percentages of energy efficiency above current Title 24 standards were dropped in the proposal considered by the Planning Commission.

DISCUSSION

One (1) non-residential mandatory California Green Building Code item for carpool/vanpool parking is now included in the proposal as follows:

- **Eight (8) percent of all required parking shall be designated for any combination of low-emitting, fuel efficient and carpool/vanpool vehicles**.

Staff considered both the Tier 1 approach where 10% of the required vehicle parking would be designated for carpool/vanpool parking and the Tier 2 approach where 12% of the required vehicle parking would be designated for low-emitting, fuel-efficient and carpool/vanpool parking. Based on internal discussion involved with the Reach Code effort, staff determined to include only the base mandatory measure approach requiring 8% of required parking stalls to include preferential designated spaces for carpool/vanpool and fuel efficient vehicles.

The item is not currently addressed within Title 9 of the Municipal Code. This code amendment will ensure consistency with the currently adopted green building code standards.

ALTERNATIVES

1. Recognize that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines and introduce Ordinance No. 852, approving revisions to Title 9 and Section 9.11.040 "Off Street Parking Requirements" to provide consistency with the current 2011 California Green Building Code standards for low-emitting, fuel – efficient and carpool and vanpool vehicle parking for all new non-residential uses citywide. **Staff recommends this alternative.**

2. Do not recognize that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines and do not introduce Ordinance No. 852, approving revisions to Title 9 and Section 9.11.040 "Off Street Parking Requirements" to provide consistency with the current 2011 California Green Building Code standards for low-emitting, fuel –efficient and carpool and vanpool vehicle parking for all new non-residential uses citywide. **Staff does not recommend this alternative.**

FISCAL IMPACT

Not applicable.

CITY COUNCIL GOALS

Public Facilities and Capital Projects: Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

NOTIFICATION

Public notice of the proposed Municipal Code Amendment was published in the local newspaper as a 1/8 page display ad on August 10, 2012.

ATTACHMENTS/EXHIBITS

1. Public hearing notice
2. City Council Ordinance, including clean copies of the Ordinance amendment
3. Strikeout/underline version of the Ordinance Amendment – 9.11.040 "Off-street parking requirements"

Prepared By:
Mark Gross, AICP
Senior Planner

Department Head Approval:
Barry Foster
Community & Economic
Development Department

Concurred By:
John Terell, AICP
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

NOTICE
OF
CITY COUNCIL PUBLIC HEARING

A PUBLIC HEARING (PA11-0013) FOR A CITYWIDE AMENDMENT TO TITLE 9, CHAPTER 9.11, SECTION 9.11.040, "OFF STREET PARKING REQUIREMENTS" TO PROVIDE CONSISTENCY WITH THE CURRENT 2011 CALIFORNIA GREEN BUILDING CODE STANDARDS REQUIRING LOW-EMITTING, FUEL-EFFICIENT AND CARPOOL AND VANPOOL VEHICLE PARKING FOR ALL NEW NON-RESIDENTIAL USES.

The amendment would modify current Municipal Code Title 9 standards to include low-emitting, fuel-efficient and carpool/ vanpool parking for all non-residential uses citywide.

The City Council may consider any appropriate modifications or alternatives to the amendment or environmental determination. The amendment is exempt under California Environmental Quality Act Guidelines Section 15061 in that there is no possibility that the proposed activity may have potential for a significant impact upon the environment.

Any person interested in the proposed project may contact Mark Gross at (951) 413-3215 or at the Community and Economic Development Department at 14177 Frederick Street, Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday – Thursday).

If you challenge any of these items in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council on or before the following meeting date:

Tuesday, August 28, 2012
6:30 P.M.
City Council Chamber
14177 Frederick Street.
Moreno Valley, CA 92552-0805

ATTACHMENT 1

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MV00175626

ORDINANCE NO. 852

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, (PA11-0013) AMENDING TITLE 9 CHAPTER 9.11, SECTION 9.11.040, "OFF STREET PARKING REQUIREMENTS" TO PROVIDE CONSISTENCY WITH THE CURRENT 2011 CALIFORNIA GREEN BUILDING CODE STANDARDS REQUIRING LOW-EMITTING, FUEL-EFFICIENT AND CARPOOL AND VANPOOL VEHICLE PARKING FOR NEW NON-RESIDENTIAL USES CITYWIDE

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1: RECITALS

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 The ordinance amendment is attached hereto and incorporated herein as Exhibit A.

SECTION 2: FINDINGS

2.1 Based upon substantial evidence presented to this City Council during the above-referenced meeting on August 28, 2012, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. **Conformance with General Plan Policies –** The proposed modifications to the Municipal Code are consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The proposed modifications to the existing Municipal Code standards to require low-emitting, fuel efficient and carpool/vanpool vehicle parking for all new non-residential uses provides consistency with the 2011 California Green Building Code standards currently in place. The proposed Municipal Code modification and amendment is consistent with, and does not conflict with the goals, objectives, policies, and programs established within the General Plan.

ATTACHMENT 2

2. **Conformance with Zoning Regulations –** The proposed modifications to the Municipal Code comply with all applicable zoning and other regulations.

   FACT: The primary purpose of modifying current Municipal Code items related to carpool and vanpool vehicle parking provides consistency with the 2011 Green Building Code standards. The amendments and newly established language within the Municipal Code are consistent with applicable zoning standards, all other regulations within the Code and are internally consistent with the purpose and intent of Title 9. The amendments are also internally compatible with other regulations established within the Moreno Valley Development Code.

3. **Health, Safety and Welfare –** The proposed modifications to the Municipal Code will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

   FACT: Pursuant to Section 15061 of the CEQA Guidelines, the project meets requirements for project exemption, as there is no possibility that the modification of existing Municipal Codes related to present and future energy efficiency may have a significant effect on the environmental, while the activity in this case would not be subject to CEQA requirements. The proposed amendment also does not have the potential to adversely affect the public health, safety or welfare of the population residing in the City of Moreno Valley or surrounding jurisdictions.

SECTION 3: ADOPTION

Based on the foregoing recitals and findings, the City Council of the City of Moreno Valley does hereby adopt and approve the ordinance amendment attached hereto as Exhibit A.

SECTION 4: EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5: NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6: EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 11th day of September, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halsted, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 852 had its first reading on August 28, 2012 and had its second reading on September 11, 2012, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of September, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

A. Automobile Parking Requirements. Off-street automobile parking shall be provided in accordance with the requirements of this chapter. The following tables set forth the required off-street parking requirements and certain notations for various residential, commercial, industrial, public and quasi-public uses. Parking provided above required off-street must be constructed with permeable surfaces and/or enhanced landscaped retention and absorption areas:

Table 9.11.040A-12

Off-Street Parking Requirements

Use	Requirement	Covered Parking	Notes
Residential Uses			
Single-family	2/unit	Within an enclosed garage	
Second units	2/unit	Carport or garage	
Duplex	2/unit	Within an enclosed garage	
3 or more units Studio 1 bedroom 2 bedrooms 3+ bedrooms	 1.25/unit 1.5/unit 2.0/unit 2.5/unit	 1 covered/unit 1 covered/unit 1 covered/unit 2 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard.
Senior housing			
Studio 1 bedroom	1.0/unit 1.25/unit	1 covered/unit 1 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard. Alternate parking requirements may be permitted subject to approval of a parking study pursuant to Section 9.11.070(A)

2+ bedrooms	1.5/unit	1 covered/unit	of this chapter.
Mobile home parks	2.5/unit		Tandem spaces may be used to meet resident parking requirements.
Residential care homes	Parking requirements shall be determined by the community development director subject to an approved parking study.		

Table 9.11.040B-12
Off-Street Parking Requirements

Commercial Uses	Requirement	Notes
General retail (unless specified elsewhere)	1/225 sq. ft. of gross floor area	
Automobile, boat, mobile home, or trailer sales, retail nurseries, or other similar outdoor commercial activities	1/2,000 sq. ft. of display area	1. Display area shall include all office, service and repair, or other related activities and areas that are accessible to the public.
		2. No required off-street parking spaces shall be used for display, sales, service or repair of vehicles.
Automobile service stations, repair and service facilities	2 spaces + 4/service bay for 4 or less bays and 2/service bay for 5 or more bays	Any related retail activities shall be subject to the general retail parking standards (mini-markets, tire sales, and the like).
Automobile washing and waxing establishments:		
Self-serve	2 spaces + 2/washing stall	
Automated	10 + 1 per 2 employees	
Business and professional offices	1/250 sq. ft. of gross floor area	
Banks, savings and loans and medical/dental offices	1/225 sq. ft. of gross floor area	

Day care center	1/employee + 1/500 sq. ft. of gross floor area	Special design requirements shall apply for bus loading or parent drop-off points.
Eating and drinking establishments	1/100 sq. ft. of gross floor area up to 6,000 sq. ft. 1/75 sq. ft. of gross floor area over 6,000 sq. ft.	A minimum of 10 spaces required for stand alone use.
Hotel, motel	1/guest room	
Kennels	2 spaces per 1,000 sq. ft.	2 spaces per 1,000 sq. ft. of indoor animal enclosure.
Mortuaries	1/4 seats + funeral procession queue capacity for 5 cars	
Commercial Uses	**Requirement**	**Notes**
Nail salons	1 space for every 2 work stations	
School, private		
Business and trade	10 spaces + 24/classroom	
College	10 spaces + 30/classroom	
Elementary/junior high	10 spaces + 2/classroom	Special design requirements shall apply for bus loading and parent drop-off points.
Senior high	10 spaces + 10/classroom	
Storage lots and mini-warehouses	1/100 storage spaces and 2/caretaker residence	2 spaces minimum.
Medical and health services:		
Convalescent and nursing homes	1/3 beds	
Homeless shelter	1/4 beds	
Hospitals	1/bed	
Residential care facilities	(See Residential Uses, Section 9.11.040 Table 9.11.040A-12)	
Veterinary hospital and clinic	1/200 sq. ft. of gross floor area	
Recreation:		
Arcades	1/75 sq. ft. of gross floor area	
Bowling and billiards	5/alley + 2/billiard table	
Commercial stables	1/5 horse capacity for boarding on-site	
Golf course	6/hole	
Golf driving range	1/tee	
Golf, miniature	3/hole	

Health club	1/100 sq. ft. of gross floor area	
Parks—Public and private	To be determined by the approval authority based upon an approved parking study	
Skating rink	1/100 sq. ft. of gross floor area	
Tennis, handball and racquetball facilities	3/court	
Theaters	1/3 fixed seats	

Table 9.11.040C-12

Off-Street Parking Requirements

Use	Requirement	Notes
Industrial Uses		
Manufacturing	1/500 sq. ft. of gross floor area	Trailer parking: parking stalls for trailers shall be provided at a ratio of 1 stall per truck loading dock door. This is in addition to the loading parking stall already provided at the dock door.
Research and development	1/350 sq. ft. of gross floor area	
Warehouse and distribution	1/1,000 sq. ft. of gross floor area for the first 20,000 sq. ft.; 1/ea. 2,000 sq. ft. of gross floor area for the second 20,000 sq. ft.; 1/ea. 4,000 sq. ft. of gross floor area for areas in excess of the initial 40,000 sq. ft.	

Table 9.11.040D-12

Off-Street Parking Requirements

Use	Requirement	Notes
Public and Quasi-Public Uses		
Libraries, museums and galleries	1/300 sq. ft. of gross floor area	
Public utility facilities without an office on-site	2/employee on the largest shift + 1/company vehicle	A minimum of 2 spaces shall be required.
Auditorium, places of public assembly and places of worship	1/3 fixed seats or 1/35 sq. ft. of gross floor area of the assembly area or 1 space for every 4.5 lineal feet of benches/pews, whichever is greater	
Government offices	To be determined by a parking study approved by the community development director	

B. Schedule of Accessible Parking Requirements. The following requirements for accessible parking are intended to be consistent with the state requirements. Any conflicting provisions or future changes in state or federal requirements shall preempt the standards for provision of accessible parking spaces contained in this title.

1. Accessible parking for residential uses shall be provided at a rate of one space for each dwelling unit that is designed for accessibility and occupancy by the disabled, unless an adjustment is allowed, based on a parking study approved by the community development director.

2. Accessible parking for outpatient units and facilities providing medical care and other services for persons with mobility impairments shall be provided at a rate of ten (10) percent of the total number of parking spaces provided serving such outpatient unit or facility. Accessible parking for units and facilities that specialize in treatment or services for persons with mobility impairments shall be provided at a rate of twenty (20) percent of the total number of parking spaces provided serving each such unit or facility.

3. Accessible parking spaces for other uses shall be provided at the following rates:

No. of Automobile Spaces Provided	No. of Accessible Spaces Provided
1—25	1
26—50	2
51—75	3
76—100	4
101—150	5

151—200	6
201—300	7
301—400	8
401—500	9
501—1,000	2 percent of total spaces
1,001 and over	20 plus 1 for each 100 spaces or fraction thereof over 1,001

4. Each accessible parking space shall be fourteen (14) feet wide, striped to provide a nine-foot wide parking area and a five-foot wide loading area (access aisle) and shall be a minimum of eighteen (18) feet in length. If two accessible spaces are located adjacent to each other, they may share the five-foot wide loading area, resulting in a width of twenty-three (23) feet for the two spaces. One in every eight handicapped spaces, but not less than one, shall be van accessible; served by a loading area not less than eight feet wide. If two van accessible parking spaces are located adjacent to each other, they may share a common eight-foot wide loading area.

5. When less than five parking spaces are provided, at least one shall be fourteen (14) feet wide, striped to provide a nine-foot parking area and a five-foot loading area. Such space shall not be required to be reserved or identified exclusively for use by persons with disabilities.

6. Accessible parking spaces serving a particular building shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance. In parking facilities that do not serve a particular building, accessible parking shall be located on the shortest accessible route of travel to an accessible pedestrian entrance of the parking facility. In buildings with multiple accessible entrances with adjacent parking, accessible parking spaces shall be dispersed and located closest to the accessible entrances.

7. In each parking area, a bumper or curb shall be provided and located to prevent encroachment of cars over the required width of walkways. The space shall be so located that persons with disabilities are not compelled to wheel or walk behind cars other than their own. Pedestrian ways that are accessible to people with disabilities shall be provided from each such parking space to the related facilities, including curb cuts or ramps as needed. Ramps shall not encroach into any parking space, with the exception that ramps located at the front of accessible parking spaces may encroach into the length of such spaces when such encroachment does not limit the capability of a person with a disability to leave or enter their vehicle, thus providing equivalent facilitation. Where the building official determines that compliance with any regulation of this subsection (B)(7) would create an unreasonable hardship, a waiver may be granted when equivalent facilitation is provided.

8. The slope of an accessible parking stall shall be the minimum possible and shall not exceed one-quarter inch per foot (2.083% gradient) in any direction.

9. Notwithstanding the off-street parking requirements of subsection A of this section, the number of parking spaces that are not accessible may be reduced to the extent necessary for modification of an existing facility to comply with the requirements described in this subsection.

10. Where provided, one passenger drop-off and loading zone shall provide an access aisle at least five feet wide and twenty (20) feet long adjacent and parallel to the vehicle pull up space. Such zones shall be located on a surface with a slope not exceeding one vertical in fifty (50) horizontal and shall be located on an accessible route of travel to the entrance of the facility. If there are curbs between the access aisle and the vehicle pull-up space, then a curb ramp shall be provided. Valet parking facilities shall provide a passenger loading zone, as described herein. (Ord. 826 § 3.4, 2011; Ord. 808 § 2.5.2, 2010; Ord. 694 § 1.1 (part), 2005; Ord. 670 § 3.1 (part), 2004; Ord. 557 §§ 2.2, 2.3, 2000; Ord. 520 § 1.14, 1997; Ord. 475 § 1.4 (part), 1995; Ord. 405 §§ 1.8, 1.13, 1993; Ord. 402 §§ 1.1, 1.2, 1993; Ord. 359, 1992)

C. Low Emitting Fuel Efficient Carpool/Vanpool Vehicle Parking

1. Eight (8) percent of required parking shall be designated for any combination of low-emitting, fuel efficient and carpool /vanpool vehicles for all new non-residential development.

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MV00175638

9.11.040 Off-street parking requirements.

A. Automobile Parking Requirements. Off-street automobile parking shall be provided in accordance with the requirements of this chapter. The following tables set forth the required off-street parking requirements and certain notations for various residential, commercial, industrial, public and quasi-public uses. Parking provided above required off-street must be constructed with permeable surfaces and/or enhanced landscaped retention and absorption areas:

Table 9.11.040A-12

Off-Street Parking Requirements

Use	Requirement	Covered Parking	Notes
Residential Uses			
Single-family	2/unit	Within an enclosed garage	
Second units	2/unit	Carport or garage	
Duplex	2/unit	Within an enclosed garage	
3 or more units Studio 1 bedroom 2 bedrooms 3+ bedrooms	 1.25/unit 1.5/unit 2.0/unit 2.5/unit	 1 covered/unit 1 covered/unit 1 covered/unit 2 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard.
Senior housing			
Studio 1 bedroom 2+ bedrooms	1.0/unit 1.25/unit 1.5/unit	1 covered/unit 1 covered/unit 1 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard. Alternate parking requirements may be permitted subject to approval of a parking study pursuant to Section 9.11.070(A) of this chapter.

ATTACHMENT 3

Mobile home parks	2.5/unit		Tandem spaces may be used to meet resident parking requirements.
Residential care homes	Parking requirements shall be determined by the community development director subject to an approved parking study.		

Table 9.11.040B-12
Off-Street Parking Requirements

Commercial Uses	Requirement	Notes
General retail (unless specified elsewhere)	1/225 sq. ft. of gross floor area	
Automobile, boat, mobile home, or trailer sales, retail nurseries, or other similar outdoor commercial activities	1/2,000 sq. ft. of display area	1. Display area shall include all office, service and repair, or other related activities and areas that are accessible to the public.
		2. No required off-street parking spaces shall be used for display, sales, service or repair of vehicles.
Automobile service stations, repair and service facilities	2 spaces + 4/service bay for 4 or less bays and 2/service bay for 5 or more bays	Any related retail activities shall be subject to the general retail parking standards (mini-markets, tire sales, and the like).
Automobile washing and waxing establishments:		
Self-serve	2 spaces + 2/washing stall	
Automated	10 + 1 per 2 employees	
Business and professional offices	1/250 sq. ft. of gross floor area	
Banks, savings and loans and medical/dental offices	1/225 sq. ft. of gross floor area	
Day care center	1/employee + 1/500 sq. ft. of gross floor area	Special design requirements shall apply for bus loading or parent drop-off points.

Eating and drinking establishments	1/100 sq. ft. of gross floor area up to 6,000 sq. ft. 1/75 sq. ft. of gross floor area over 6,000 sq. ft.	A minimum of 10 spaces required for stand alone use.
Hotel, motel	1/guest room	
Kennels	2 spaces per 1,000 sq. ft.	2 spaces per 1,000 sq. ft. of indoor animal enclosure.
Mortuaries	1/4 seats + funeral procession queue capacity for 5 cars	
Commercial Uses	**Requirement**	**Notes**
Nail salons	1 space for every 2 work stations	
School, private		
Business and trade	10 spaces + 24/classroom	
College	10 spaces + 30/classroom	
Elementary/junior high	10 spaces + 2/classroom	Special design requirements shall apply for bus loading and parent drop-off points.
Senior high	10 spaces + 10/classroom	
Storage lots and mini-warehouses	1/100 storage spaces and 2/caretaker residence	2 spaces minimum.
Medical and health services:		
Convalescent and nursing homes	1/3 beds	
Homeless shelter	1/4 beds	
Hospitals	1/bed	
Residential care facilities	(See Residential Uses, Section 9.11.040 Table 9.11.040A-12)	
Veterinary hospital and clinic	1/200 sq. ft. of gross floor area	
Recreation:		
Arcades	1/75 sq. ft. of gross floor area	
Bowling and billiards	5/alley + 2/billiard table	
Commercial stables	1/5 horse capacity for boarding on-site	
Golf course	6/hole	
Golf driving range	1/tee	
Golf, miniature	3/hole	
Health club	1/100 sq. ft. of gross floor area	

Parks—Public and private	To be determined by the approval authority based upon an approved parking study	
Skating rink	1/100 sq. ft. of gross floor area	
Tennis, handball and racquetball facilities	3/court	
Theaters	1/3 fixed seats	

Table 9.11.040C-12

Off-Street Parking Requirements

Use	Requirement	Notes
Industrial Uses		
Manufacturing	1/500 sq. ft. of gross floor area	Trailer parking: parking stalls for trailers shall be provided at a ratio of 1 stall per truck loading dock door. This is in addition to the loading parking stall already provided at the dock door.
Research and development	1/350 sq. ft. of gross floor area	
Warehouse and distribution	1/1,000 sq. ft. of gross floor area for the first 20,000 sq. ft.; 1/ea. 2,000 sq. ft. of gross floor area for the second 20,000 sq. ft.; 1/ea. 4,000 sq. ft. of gross floor area for areas in excess of the initial 40,000 sq. ft.	

Table 9.11.040D-12

Off-Street Parking Requirements

Use	Requirement	Notes
Public and Quasi-Public Uses		

Libraries, museums and galleries	1/300 sq. ft. of gross floor area	
Public utility facilities without an office on-site	2/employee on the largest shift + 1/company vehicle	A minimum of 2 spaces shall be required.
Auditorium, places of public assembly and places of worship	1/3 fixed seats or 1/35 sq. ft. of gross floor area of the assembly area or 1 space for every 4.5 lineal feet of benches/pews, whichever is greater	
Government offices	To be determined by a parking study approved by the community development director	

B. Schedule of Accessible Parking Requirements. The following requirements for accessible parking are intended to be consistent with the state requirements. Any conflicting provisions or future changes in state or federal requirements shall preempt the standards for provision of accessible parking spaces contained in this title.

1. Accessible parking for residential uses shall be provided at a rate of one space for each dwelling unit that is designed for accessibility and occupancy by the disabled, unless an adjustment is allowed, based on a parking study approved by the community development director.

2. Accessible parking for outpatient units and facilities providing medical care and other services for persons with mobility impairments shall be provided at a rate of ten (10) percent of the total number of parking spaces provided serving such outpatient unit or facility. Accessible parking for units and facilities that specialize in treatment or services for persons with mobility impairments shall be provided at a rate of twenty (20) percent of the total number of parking spaces provided serving each such unit or facility.

3. Accessible parking spaces for other uses shall be provided at the following rates:

No. of Automobile Spaces Provided	No. of Accessible Spaces Provided
1—25	1
26—50	2

51—75	3
76—100	4
101—150	5
151—200	6
201—300	7
301—400	8
401—500	9
501—1,000	2 percent of total spaces
1,001 and over	20 plus 1 for each 100 spaces or fraction thereof over 1,001

4. Each accessible parking space shall be fourteen (14) feet wide, striped to provide a nine-foot wide parking area and a five-foot wide loading area (access aisle) and shall be a minimum of eighteen (18) feet in length. If two accessible spaces are located adjacent to each other, they may share the five-foot wide loading area, resulting in a width of twenty-three (23) feet for the two spaces. One in every eight handicapped spaces, but not less than one, shall be van accessible; served by a loading area not less than eight feet wide. If two van accessible parking spaces are located adjacent to each other, they may share a common eight-foot wide loading area.

5. When less than five parking spaces are provided, at least one shall be fourteen (14) feet wide, striped to provide a nine-foot parking area and a five-foot loading area. Such space shall not be required to be reserved or identified exclusively for use by persons with disabilities.

6. Accessible parking spaces serving a particular building shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance. In parking facilities that do not serve a particular building, accessible parking shall be located on the shortest accessible route of travel to an accessible pedestrian entrance of the parking facility. In buildings with multiple accessible entrances with adjacent parking, accessible parking spaces shall be dispersed and located closest to the accessible entrances.

7. In each parking area, a bumper or curb shall be provided and located to prevent encroachment of cars over the required width of walkways. The space shall be so located that persons with disabilities are not compelled to wheel or walk behind cars other than their own. Pedestrian ways that are accessible to people with disabilities shall be provided from each such parking space to the related facilities, including curb cuts or ramps as needed. Ramps shall not encroach into any parking space, with the exception that ramps located at the front of accessible parking spaces may encroach into the length of such spaces when such encroachment does not limit the capability of a person with a disability to leave or enter their vehicle, thus providing equivalent facilitation. Where the building official determines that compliance with any regulation of this subsection (B)(7) would create an unreasonable hardship, a waiver may be granted when equivalent facilitation is provided.

8. The slope of an accessible parking stall shall be the minimum possible and shall not exceed one-quarter inch per foot (2.083% gradient) in any direction.

9. Notwithstanding the off-street parking requirements of subsection A of this section, the number of parking spaces that are not accessible may be reduced to the extent necessary for modification of an existing facility to comply with the requirements described in this subsection.

10. Where provided, one passenger drop-off and loading zone shall provide an access aisle at least five feet wide and twenty (20) feet long adjacent and parallel to the vehicle pull up space. Such zones shall be located on a surface with a slope not exceeding one vertical in fifty (50) horizontal and shall be located on an accessible route of travel to the entrance of the facility. If there are curbs between the access aisle and the vehicle pull-up space, then a curb ramp shall be provided. Valet parking facilities shall provide a passenger loading zone, as described herein. (Ord. 826 § 3.4, 2011; Ord. 808 § 2.5.2, 2010; Ord. 694 § 1.1 (part), 2005; Ord. 670 § 3.1 (part), 2004; Ord. 557 §§ 2.2, 2.3, 2000; Ord. 520 § 1.14, 1997; Ord. 475 § 1.4 (part), 1995; Ord. 405 §§ 1.8, 1.13, 1993; Ord. 402 §§ 1.1, 1.2, 1993; Ord. 359, 1992)

C. Low Emitting Fuel Efficient Carpool/Vanpool Vehicle Parking

1. Eight (8) percent of required parking shall be designated for any combination of low-emitting, fuel efficient and carpool /vanpool vehicles for all new non-residential development.

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MV00175646

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: August 28, 2012

TITLE: HEARING ON PROPOSED RESOLUTIONS OF NECESSITY TO MAKE FINDINGS AND DETERMINATIONS AND TO AUTHORIZE EMINENT DOMAIN PROCEEDINGS TO ACQUIRE NECESSARY RIGHT-OF-WAY FOR THE SR-60/MORENO BEACH INTERCHANGE PROJECT PHASE 2 – PROJECT NO. 801 0021 70 77

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Conduct a hearing, allowing testimony, including property owners who have requested the right to appear and be heard. Close the hearing.

2. Approve and adopt the Planning Division's finding that the Project is consistent with the General Plan.

3. Find the adoption of the proposed Resolutions of Necessity and acquisition of the fee and easement interests necessary for the Project are exempt from CEQA in that under §15061 (b) (3) of the CEQA Guidelines, this activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant impact on the environment and it can be seen with certainty that there is no possibility this activity would have a significant effect on the environment and is excluded from NEPA in that this activity cannot individually or cumulatively have a significant effect on the human environment and no environmental assessment is required. Further, it has been determined that the proposed activity is within the scope of and is consistent with the approved Initial Study/Negative Declaration (IS/ND) and its NEPA/CEQA Re-validation prepared for the Project.

4. Consider and find that the attached "Factual Summary to Support Findings Required in Resolutions Nos. 2012-63, 2012-64, 2012-65, and 2012-66" is true and correct as to each of the proposed Resolutions of Necessity.

5. Consider, find and determine that each of the statements, findings and facts in each of the proposed Resolutions of Necessity is true and correct.

6. If the City has not approved the "Agreement for Conveyance of Property" for the property identified in this proposed Resolution, adopt the following Resolution, which identifies the property by Assessor Parcel Number and the interests to be taken, by a vote of two-thirds of all members of the City Council, Resolution No. 2012-63, A Resolution Of The City Council Of The City Of Moreno Valley, California, Finding And Determining That The Public Interest And Necessity Require The Acquisition Of Property For Public Street And Highway Purposes Including Related Improvements And Facilities; That The Acquisition Of The Fee And The Easements In The Herein-Described Property Is Necessary For The State Route 60/Moreno Beach Interchange Improvement Project – Phase 2; That The Project Is Planned In A Manner That Is Most Compatible With The Greatest Public Good And The Least Private Injury; Authorizing Proceedings To Be Commenced In Eminent Domain; And Authorizing The Deposit Of Necessary Funds And The Payment Of Necessary Expenses And Fees For Acquisition Of Said Property; And Authorizing Counsel To Obtain An Order For Prejudgment Possession Of The Subject Property [APN: 488-080-013].

7. If the City has not approved the "Agreement for Conveyance of Property" for the property identified in this proposed Resolution, adopt the following Resolution, which identifies the property by Assessor Parcel Number and the interests to be taken, by a vote of two-thirds of all members of the City Council, Resolution No. 2012-64, A Resolution Of The City Council Of The City Of Moreno Valley, California, Finding And Determining That The Public Interest And Necessity Require The Acquisition Of Property For Public Street And Highway Purposes Including Related Improvements And Facilities; That The Acquisition Of The Fee And The Easements In The Herein-Described Property Is Necessary For The State Route 60/Moreno Beach Interchange Improvement Project – Phase 2; That The Project Is Planned In A Manner That Is Most Compatible With The Greatest Public Good And The Least Private Injury; Authorizing Proceedings To Be Commenced In Eminent Domain; And Authorizing The Deposit Of Necessary Funds And The Payment Of Necessary Expenses And Fees For Acquisition Of Said Property; And Authorizing Counsel To Obtain An Order For Prejudgment Possession Of The Subject Property [APNs: 488-080-014 And 488-080-017].

8. If the City has not approved the "Agreement for Conveyance of Property" for the property identified in this proposed Resolution, adopt the following Resolution, which identifies the property by Assessor Parcel Number and the interests to be taken, by a vote of two-thirds of all members of the City Council, Resolution No. 2012-65, A Resolution Of The City Council Of The City Of Moreno Valley,

California, Finding And Determining That The Public Interest And Necessity Require The Acquisition Of Property For Public Street And Highway Purposes Including Related Improvements And Facilities; That The Acquisition Of The Fee And The Easement In The Herein-Described Property Is Necessary For The State Route 60/Moreno Beach Interchange Improvement Project – Phase 2; That The Project Is Planned In A Manner That Is Most Compatible With The Greatest Public Good And The Least Private Injury; Authorizing Proceedings To Be Commenced In Eminent Domain; And Authorizing The Deposit Of Necessary Funds And The Payment Of Necessary Expenses And Fees For Acquisition Of Said Property; And Authorizing Counsel To Obtain An Order For Prejudgment Possession Of The Subject Property [APN: 488-080-016].

9. If the City has not approved the "Agreement for Conveyance of Property" for the property identified in this proposed Resolution, adopt the following Resolution, which identifies the property by Assessor Parcel Number and the interest to be taken, by a vote of two-thirds of all members of the City Council, Resolution No. 2012-66, A Resolution Of The City Council Of The City Of Moreno Valley, California, Finding And Determining That The Public Interest And Necessity Require The Acquisition Of Property For Public Street And Highway Purposes Including Related Improvements And Facilities; That The Acquisition Of The Fee Interest In The Herein-Described Property Is Necessary For The State Route 60/Moreno Beach Interchange Improvement Project – Phase 2; That The Project Is Planned In A Manner That Is Most Compatible With The Greatest Public Good And The Least Private Injury; Authorizing Proceedings To Be Commenced In Eminent Domain; And Authorizing The Deposit Of Necessary Funds And The Payment Of Necessary Expenses And Fees For Acquisition Of Said Property; And Authorizing Counsel To Obtain An Order For Prejudgment Possession Of The Subject Property [APN: 488-270-021].

10. Direct the City Attorney and Special Eminent Domain Counsel for the City to file appropriate actions in Eminent Domain, including making Deposits of Probable Compensation and to seek Orders for Prejudgment Possession and for all other appropriate orders.

BACKGROUND

The overall purpose of the Moreno Beach Interchange Project is to provide operational improvements to facilitate traffic movement at and near the SR-60/Moreno Beach Drive interchange, alleviate traffic congestion, and address existing bridge deficiencies. This Project is needed to improve safety, bring the bridge features up to current standards, and provide acceptable levels of service along the facility. The Project is designed and will be constructed in two phases. The subject of this report is for Phase 2 properties, which lie on the north side of SR-60.

On September 25, 2007, the City Council authorized execution of a Project Development Cooperative Agreement with the State of California for project

development activities, including final design, utility relocation engineering, and right-of-way acquisition.

On May 13, 2008, the City Council awarded an "Agreement for Professional Consultant Services" to Parsons Transportation Group for design, right-of-way engineering, and construction support services. In Closed Session on October 20, 2010, the City Council authorized making offers and negotiating with nine property ownerships for the interchange, four of which are the subject of this report.

Caltrans, pursuant to the Project Development Cooperative Agreement and the Caltrans Right-of-Way Manual, Section 17.04.09.01, required that the City Council of Moreno Valley adopt a resolution to later hear Resolutions of Necessity for the Project and subsequently submit it to Caltrans for approval. A Resolution of Necessity is the legally required resolution authorizing condemnation of property necessary for the Project and the filing an eminent domain action to acquire said property through condemnation. On August 24, 2010, the City Council adopted Resolution No. 2010-75 in order to later hear Resolutions of Necessity should acquisition through condemnation become necessary for the SR 60/Moreno Beach Drive Improvements Project, and Caltrans has issued its approval.

DISCUSSION

The City has been progressing in the steps necessary for the acquisition of right-of-way. The Caltrans Right-of-Way Manual details the steps necessary to initiate eminent domain actions, including conducting a hearing and adopting Resolutions of Necessity. Caltrans requires the adoption of a separate Resolution of Necessity and the filing of a separate eminent domain action for each property ownership interest.

Following the City Council's authorization on October 20, 2010, the City submitted written offer letters to the four (4) property ownerships as follows: APN: 488-080-013 – Chado & Chado Moreno Valley, Ltd.; APN: 488-080-014 and 488-080-017 – Equitable Moreno Valley II Partnership; APN: 488-080-016 – Thomas J. Chen, Glendy Liu Chen, Theresa Chen; and APN: 488-270-021 – Jocelyn Sarte McGinniss. The City negotiated extensively with three (3) ownership interests (Chado & Chado, Equitable Partnership and Chen), including negotiating with their counsel, since the offers were made. The fourth owner (McGinniss) refused to acknowledge receipt of the offers and has rebuffed all efforts to be contacted to attempt to purchase the property. In light of possible condemnation, the City had its appraiser prepare new appraisals for each property. On May 15, 2012, new written offers based on the new appraisals were mailed to each property ownership for the acquisition of the fee and easement interests necessary for the Project. These written offers constitute the written offers required by Government Code § 7267.2. To date the City has no "Agreement for Conveyance of Property" with any of the four owners and, thus, it is necessary for the City Council to hold its Hearing and consider adoption of the four (4) proposed Resolutions of Necessity.

If any owner executes an "Agreement for Conveyance of Property" before the Hearing, staff will present the agreement to the City for approval, and if one or more such agreements are approved, it will eliminate the need to adopt Resolutions of Necessity for those properties.

On June 18, 2012 the acquisition agent for the City–Overland, Pacific & Cutler, Inc. ("OPC")–mailed the Notice of Intent Package to all owners of the properties affected by the proposed Resolutions of Necessity. The owners were identified in the last equalized assessment roll of the County and were identified by litigation guarantee reports prepared by the title company for the City, and are known to have an interest in the properties. The Notice of Intent also notified owners of the hearing for the proposed Resolutions of Necessity, giving them the opportunity to appear and be heard by the City Council by sending a written request to the City Clerk. No requests to appear and/or be heard have been received. Pursuant to Code of Civil Procedure § 1245.235(b)(2), failure to file a written request to appear and be heard within 15 days after the Notice was mailed will result in waiver of the right to appear and be heard. Thus the City Council is not required to hear testimony or evidence from owners or owners' representatives who may appear at the hearing since the opportunity to appear and be heard has been waived.

At the Hearing on the proposed Resolutions of Necessity, the City Council will consider evidence presented by staff, property owners who have requested to appear and be heard and other interested parties and decide if the requirements set out below are met. The Council may elect to adopt the Resolutions of Necessity by a two-thirds vote of all members of the City Council. The amount of compensation to be paid will not be an issue at the Hearing nor in determining whether to adopt the Resolutions of Necessity. The issues the City Council must consider to adopt the Resolutions of Necessity are whether:

(a) The public interest and necessity require the Project (the SR-60/Moreno Beach Drive Interchange Improvement Project – Phase 2).

(b) The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

(c) The property sought to be acquired is necessary for the Project.

(d) The offer required by Government Code § 7267.2 has been made to the owner of record.

Staff has carefully analyzed the requirement for the proposed Project and, based on that analysis, has concluded the acquisition of the fee and/or easement interests as identified in the proposed Resolutions of Necessity is necessary to implement the Project, the Project is designed in such a manner that it will be most compatible with the greatest public good and least private injury and the property sought to be acquired is necessary for the Project. Each Resolution of Necessity contains as attachments legal

descriptions of the properties and property interests sought to be acquired and right-of-way maps depicting the properties. These acquisitions will go to litigation and City staff and retained counsel will be authorized to substitute plat maps that depict each property interest for the right of way maps as the eminent domain cases proceed in court.

It is also necessary that the Council find that the adoption of the proposed Resolutions of Necessity and the acquisition of the fee and easement interests necessary for the Project are exempt from CEQA in that under §15061 (b) (3) of the CEQA Guidelines, this activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant impact on the environment and it can be seen with certainty that there is no possibility this activity would have a significant effect on the environment and is excluded from NEPA in that this activity cannot individually or cumulatively have a significant effect on the human environment and no environmental assessment is required. Further, it has been determined that the proposed activity is within the scope of and is consistent with the approved Initial Study/Negative Declaration (IS/ND) and its NEPA/CEQA Re-validation prepared for the SR-60/Moreno Beach Interchange Project, and no changes to the circumstances under which the Project is to be undertaken which would alter the determination.

It is also necessary for the City to make the deposit of funds equal to the appraised fair market value of the property interests to be acquired with the State Treasurer for valuation date preservation and for commitment of funds to maintain funding for this Project. It may also be necessary to obtain orders for possession from the Court prior to judgment to allow the work to commence in a timely manner based on obtaining construction funding. All the property in question is vacant and no residents, business or agricultural use will be displaced by the action.

Staff is requesting the adoption of the proposed Resolutions of Necessity for those properties necessary for which the City Council has not approved an "Agreement for Conveyance of Property," authorizing the filing of eminent domain proceedings, making the deposit of funds for the probable amount of compensation and subsequently seeking orders for possession prior to judgment to allow the work for the Project to proceed in a timely manner. Staff is providing the City Council with the "Factual Summary to Support Findings Required in Resolutions Nos. 2012-63, 2012-64, 2012-65 and 2012-66" (Attachment "E") for each of the Resolutions of Necessity, attached to this report as Attachments “A” through "D" to support the findings necessary for the adoption of each respective Resolution of Necessity.

The City has retained the law firm of Singer & Coffin, APC to act as its Special Eminent Domain Counsel relating to preparation and recommended approval of the Resolutions of Necessity and related documents prerequisite to filing the eminent domain actions.

ALTERNATIVES

The City Council may:

1. Approve Recommendations 2 through 10, including adoption of Resolution Nos. 2012-63, 2012-64, 2012-65, and 2012-66 authorizing acquisition of the property interests in question by eminent domain and authorizing the actions set forth in the proposed Resolutions of Necessity. *This alternative will allow necessary actions to be in place so the Project continues to proceed without interruption.*

2. Do not approve Recommendations 2 through 10. *This alternative may delay the construction of needed improvements.*

FISCAL IMPACT

There is no new fiscal impact related to the adoption of these resolutions. Offers were made within previously-budgeted and authorized amounts. Phase 2 right-of-way is funded by Transportation Uniform Mitigation Fee (TUMF) funds. These funds have been allocated for the SR-60/Moreno Beach Interchange Improvements Project (Phase 2) and cannot be utilized for operational activities. The TUMF funds are required to be expended by October 2012 or WRCOG will remove them from this project. There is no impact to the General Fund.

ANTICIPATED PROJECT SCHEDULE
Complete Design and Right-of-Way ..... July 2013

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

The City Council is asked to adopt Resolution No. 2012-63, Resolution No. 2012-64, Resolution No. 2012-65, and Resolution No. 2012-66 for the acquisition of the property interests and to take the other actions specified to implement the SR-60/Moreno Beach Improvements Project (Phase 2).

ATTACHMENTS/EXHIBITS

Attachment "A" Resolution No. 2012-63 [APN: 488-080-013]

Attachment "B" Resolution No. 2012-64 [APN: 488-080-014 & 488-080-017]

Attachment "C" Resolution No. 2012-65 [APN: 488-080-016]

Attachment "D" Resolution No. 2012-66 [APN: 488-270-021]

Attachment "E" – Factual Summary to Support Findings Required in Resolution Nos. 2012- 63, 2012-64, 2012-65 and 2012-66

Prepared By:
Margery A. Lazarus
Senior Engineer, P.E.

Department Head Approval
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Concurred By:
John Terell
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00175656

RESOLUTION N0. 2012-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF PROPERTY FOR PUBLIC STREET AND HIGHWAY PURPOSES INCLUDING RELATED IMPROVEMENTS AND FACILITIES; THAT THE ACQUISITION OF THE FEE AND THE EASEMENTS IN THE HEREIN-DESCRIBED PROPERTY IS NECESSARY FOR THE STATE ROUTE 60/MORENO BEACH INTERCHANGE IMPROVEMENT PROJECT – PHASE 2; THAT THE PROJECT IS PLANNED IN A MANNER THAT IS MOST COMPATIBLE WITH THE GREATEST PUBLIC GOOD AND THE LEAST PRIVATE INJURY; AUTHORIZING PROCEEDINGS TO BE COMMENCED IN EMINENT DOMAIN; AND AUTHORIZING THE DEPOSIT OF NECESSARY FUNDS AND THE PAYMENT OF NECESSARY EXPENSES AND FEES FOR ACQUISITION OF SAID PROPERTY; AND AUTHORIZING COUNSEL TO OBTAIN AN ORDER FOR PREJUDGMENT POSSESSION OF THE SUBJECT PROPERTY [APN: 488-080-013]

Owner	Assessor Parcel Number/ Caltrans Parcel Number
Chado & Chado/Moreno Valley, Ltd., a California Limited Partnership	488-080-013 / 21449-1, 2, 3, 4

WHEREAS, notice and a reasonable opportunity to appear and be heard has been given to the persons who appear to be the owners of the hereinafter described property and whose name and address appears on the last equalized assessment roll in compliance with and as required by Code of Civil Procedure § 1245.235(a), relating to whether the public interest and necessity require the herein-described Project; whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; whether the property sought to be

Attachment "A"

acquired is necessary for the Project; and whether the offer required by Government Code § 7267.2 has been made to the owner or owners of record; and said hearing was held and conducted before the City Council on August 28, 2012, at the time and place indicated in the notice of hearing; and

WHEREAS, the City Council has considered all matters necessary to be considered and duly presented at said hearing; and

WHEREAS, at least two-thirds of all the members of the City Council do hereby vote to adopt this Resolution:

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY FIND, DETERMINE, RESOLVE, DECLARE AND ORDER as follows:

Section 1. Pursuant to the provisions of the California Constitution, including Article I Section 19 thereof, and as authorized by California Government Code, §§ 37350, 37350.5, 37351, 40401 and 40404 and pursuant to the applicable provisions of California Code of Civil Procedure, §§ 1230.010, et seq, and other applicable provisions of law, the City of Moreno Valley is authorized to acquire the fee and easement interests in the real property which are shown on the maps attached hereto and described more fully in the legal descriptions attached hereto as follows:

Ownership	**Assessor Parcel No. /Caltrans Parcel No.**	**Exhibits**	**Interests to be Taken**
Chado & Chado/Moreno Valley, Ltd., a California Limited Partnership	488-080-013 / 21449-1	A-1 and B-1	Fee

Ownership	Assessor Parcel No. /Caltrans Parcel No.	Exhibits	Interests to be Taken
Chado & Chado/Moreno Valley, Ltd., a California Limited Partnership	488-080-013 / 21449-2	A-2 and B-2	Slope/Drainage Easement
Chado & Chado/Moreno Valley, Ltd., a California Limited Partnership	488-080-013 / 21449-3	A-3 and B-3	Temporary Construction Easement
Chado & Chado/Moreno Valley, Ltd., a California Limited Partnership	488-080-013 / 21449-4	A-4 and B-4	Roadway Easement

As referenced in the table above, all legal descriptions of the property interests to be acquired have an A prefix and all maps have a B prefix. The fee interest, slope/drainage easement and roadway easement are permanent. The temporary construction easement as described above will be in effect for a period of 18 months after the City gives notice to the owner. Generally all property interests to be acquired are sometimes referred to later in this Resolution as the "property". In relation to the hereinafter described Project the said Exhibits, as attached hereto and incorporated herein by this reference, describe the location and extent of the property, including the fee, the slope/drainage easement, the roadway easement and the temporary construction easement interests therein, being taken.

Section 2. Acquisition of the hereinabove described property sought to be condemned herein or of one or more interest therein, is for a public use, to wit: State Route 60/Moreno Beach Interchange Improvement Project – Phase 2 and for the

construction, reconstruction, operation, removal, replacement, widening, relocation, repair and maintenance of public street and highway and incidental improvements, uses and purposes, including bridges, drains, sewers and utilities, utility relocation and all improvements described in the construction plans, including any modifications thereof, and for uses and purposes consistent therewith and related thereto, and including, without limitation by this reference, the right to enter upon and for ingress and egress upon, to and from said property, said proposed acquisition and use being herein referred to as the "Project."

Section 3. The interests in the property sought to be condemned herein, which constitute only a portion of larger parcels of real property, are described herein, and the property to be condemned is situated in the City of Moreno Valley, County of Riverside, State of California.

Section 4. The City Council further hereby declares, finds, determines and resolves as follows:

(a) The public interest and necessity require the proposed Project;

(b) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

(c) The property, or the interests to be acquired therein, is necessary for the Project; and

(d) The offer required by Government Code § 7267.2 has been made to the owner or owners of record.

Section 5. In the event any of the property or the interests to be acquired therein is already appropriated to an existing and different public use, the City Council hereby finds and determines that the herein-described public use or uses are

more necessary than said existing public use, and acquisition hereby is permitted under the provisions of Code of Civil Procedure §§ 1240.610, et seq.

Section 6. The City Attorney is authorized to make such minor changes in the legal descriptions of the property and also including the substitution of plat maps for the particular property interest or interests to be acquired for the right of way maps that serve as exhibits to this Resolution and in the pleadings to be filed which have been authorized herein, as is deemed necessary, for the conduct of the condemnation action or other proceedings required to acquire the property.

Section 7. The City Council finds and determines that the purposes for which the above-described property is to be taken are public purposes and the uses therefore are authorized by law, and the taking of said property or property interests is necessary to such uses.

Section 8. The City Council hereby authorizes and directs the preparation and prosecution of proceedings in the name of the City of Moreno Valley in the Superior Court of the State of California, for the County of Riverside, or in any other court having jurisdiction thereof, as may be necessary for the acquisition of the property and property interests by condemnation in accordance with the provisions of the Constitution and laws of the State of California relating to eminent domain, to obtain applicable fee simple interest and easements in, over, under, across, along, through, and within the property, as described herein, and to obtain an order permitting the City, as plaintiff, to take possession of the property prior to judgment for use in construction and completion of the Project, and to obtain all other proper orders and judgments as may be necessary.

Section 9. The City Attorney and Singer and Coffin, APC, the law firm retained as counsel to represent the City in the proceedings, are hereby authorized and directed to prepare and prosecute in the name of the City such proceeding or proceedings as are necessary to accomplish such acquisition; and to prepare and file such pleadings, briefs and other documents, and to make such arguments and to take such actions as may be necessary in the opinion of said attorneys to acquire for said City possession including prejudgment possession and title and ownership of the property and real property interests sought herein. Said attorneys are specifically authorized to take whatever steps and procedures are available to them under the eminent domain law of the State of California (Code of Civil Procedure, Title 7, Chapters 1-12, §§ 1230.010 and following) to complete such acquisition.

Section 10. The City is authorized and directed upon instruction from counsel for the City to make or cause to be made the deposit with the State Treasurer or in court out of proper funds of the City for the probable just compensation according to law, for jury fees, reporter's fees and other litigation costs and expenses.

APPROVED AND ADOPTED this 28th day of August, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT "A-1"

FEE

[See Attached]

EXHIBIT "A"

That portion of Lots 3 and 6, Block 28 of Map No. 1, Bear Valley and Alessandro Development Co. in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 11, Page 10 of Maps in the Office of the County Recorder of San Bernardino County, more particularly described as follows:

COMMENCING at the northwest corner of said Lot 3; thence South 00°26'18" West along the west line of said Lots 3 and 6, a distance of 1067.76 feet to the **POINT OF BEGINNING**, also being the beginning of Course "A"; thence North 82°37'34" East along said Course "A", a distance of 177.30 feet to the beginning of Course "B"; thence North 68°07'48" East along said Course "B", a distance of 330.46 feet to the beginning of Course "C"; thence North 09°50'44" East along said Course "C", a distance of 347.77 feet; thence South 89°33'45" East a distance of 85.67 feet to the northwesterly line of Parcel "G" granted to the State of California by Grant Deed recorded December 27, 1962 as Instrument No. 119152, Official Records of Riverside County; thence South 04°28'09" West along said northwesterly line, a distance of 648.53 feet to the northerly line of said Parcel "G"; thence South 89°57'16" West along said northerly line, a distance of 452.99 feet; thence continuing along said northerly line, South 88°39'33" West, a distance of 131.65 feet to said west line of said Lot 6; thence North 00°26'16" East along said west line, a distance of 73.42 feet to the **POINT OF BEGINNING.**

Containing 120,646 square feet of land, more or less.

TOGETHER with underlying fee interest, if any, contiguous to the above-described property in and to the adjoining public way (Moreno Beach Drive).

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights, including access rights, appurtenant to grantor's remaining property, in and to said freeway, over and across said Courses "A" through "C", inclusive.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik
Janeen Nedlik, L.S. 7563
Expires 12/31/11

Date Oct 5, 2010

LICENSED LAND SURVEYOR
JANEEN NEDLIK
EXP. 12-31-11
No. 7563
STATE OF CALIFORNIA

08-Co-RTE-PM 19.08-21449 (21449-1)

EXHIBIT "A-2"

SLOPE/DRAINAGE EASEMENT

[See Attached]

EXHIBIT "A"

That portion of Lot 3, Block 28 of Map No. 1, Bear Valley and Alessandro Development Co. in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 11, Page 10 of Maps in the Office of the County Recorder of San Bernardino County, more particularly described as follows:

COMMENCING at the northwest corner of said Lot 3; thence South 00°26'20" West along the west line of said Lot 3 and Lot 6 of said Block 28 a distance of 1067.76 feet; thence North 82°37'34" East a distance of 177.30 feet; thence North 68°07'48" East a distance of 330.46 feet; thence North 09°50'44" East a distance of 347.77 feet; thence South 89°33'45" East a distance of 9.22 feet to the **POINT OF BEGINNING**; thence continuing South 89°33'45" East a distance of 45.71 feet; thence North 00°26'15" East a distance of 82.66 feet; thence North 04°26'54" East a distance of 159.73 feet; thence North 89°33'28" West a distance of 7.98 feet; thence South 14°54'35" West a distance of 113.60 feet; thence South 09°16'01" West a distance of 133.59 feet to the **POINT OF BEGINNING**.

Containing 6,781 square feet of land, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik
Janeen Nedlik, L.S. 7563
Expires 12/31/11

Date June 8, 2010

LICENSED LAND SURVEYOR
JANEEN NEDLIK
EXP. 12-31-11
No. 7563
STATE OF CALIFORNIA

08-RIV-60-MP 19.08-21449 (21449-2)

EXHIBIT "A-3"

TEMPORARY CONSTRUCTION EASEMENT

[See Attached]

EXHIBIT "A"

That portion of Lot 3, Block 28 of Map No. 1, Bear Valley and Alessandro Development Co. in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 11, Page 10 of Maps in the Office of the County Recorder of San Bernardino County, more particularly described as follows:

COMMENCING at the northeast corner of said Lot 3; thence North 89°32'50" West, along the north line of said Lot 3, a distance of 2.49 feet to the **POINT OF BEGINNING**; thence South 04°26'54" West, a distance of 333.78 feet; thence North 89°33'28" West, a distance of 7.98 feet; thence North 00°26'31" East, a distance of 157.85 feet; thence North 05°55'16" East, a distance of 175.92 feet to the north line of said Lot 3; thence South 89°32'50" East, along said north line, a distance of 14.51 feet to the **POINT OF BEGINNING**;

Containing 5,070 square feet of land, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik
Janeen Nedlik, L.S. 7563
Expires 12/31/11

Date June 8, 2010

LICENSED LAND SURVEYOR
JANEEN NEDLIK
EXP. 12-31-11
No. 7563
STATE OF CALIFORNIA

08-RIV-60-MP 19.08-21449 (21449-3)

L:\1777256A-sr60-Moreno_Beach\PARCEL LEGALS\21449-CHADO\21449-3.doc

EXHIBIT "A-4"

ROADWAY EASEMENT

[See Attached]

EXHIBIT "A"

That portion of Lots 3 and 6, Block 28 of Map No. 1, Bear Valley and Alessandro Development Co. in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 11, Page 10 of Maps in the Office of the County Recorder of San Bernardino County, more particularly described as follows:

COMMENCING at the northwest corner of said Lot 3; thence South 00°26'18" West along the west line of said Lots 3 and 6, a distance of 1067.76 feet; thence North 82°37'34" East a distance of 177.30 feet; thence North 68°07'48" East a distance of 330.46 feet; thence North 09°50'44 East a distance of 347.77 feet; thence South 89°33'45" East a distance of 54.93 feet to the **POINT OF BEGINNING**; thence North 00°26'15" East a distance of 82.66 feet; thence North 04°26'54" East a distance of 493.51 feet to the north line of said Lot 3; thence South 89°32'50" East along said north line, a distance of 2.49 feet to the east line of said Lot 3; thence South 00°26'15" West along said east line, a distance of 486.17 feet; to the northwesterly line of Parcel "G" granted to the State of California by Grant Deed recorded December 27, 1962 as Instrument No. 119152, Official Records of Riverside County; thence South 04°28'09" West along said northwesterly line, a distance of 89.01 feet ; thence North 89°33'45" West a distance of 30.74 feet to the to the **POINT OF BEGINNING.**

Containing 12,501 square feet of land, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik
Janeen Nedlik, L.S. 7563
Expires 12/31/11

Date Oct 5, 2010

LICENSED LAND SURVEYOR
JANEEN NEDLIK
EXP. 12-31-11
No. 7563
STATE OF CALIFORNIA

08-RIV-60-MP 19.08-21449 (21449-4)

L:\177725A-sr60-Moreno_Beach\PARCEL LEGALS\21449-CHADO\21449-4.doc

EXHIBIT "B-1"

FEE

[See Attached]

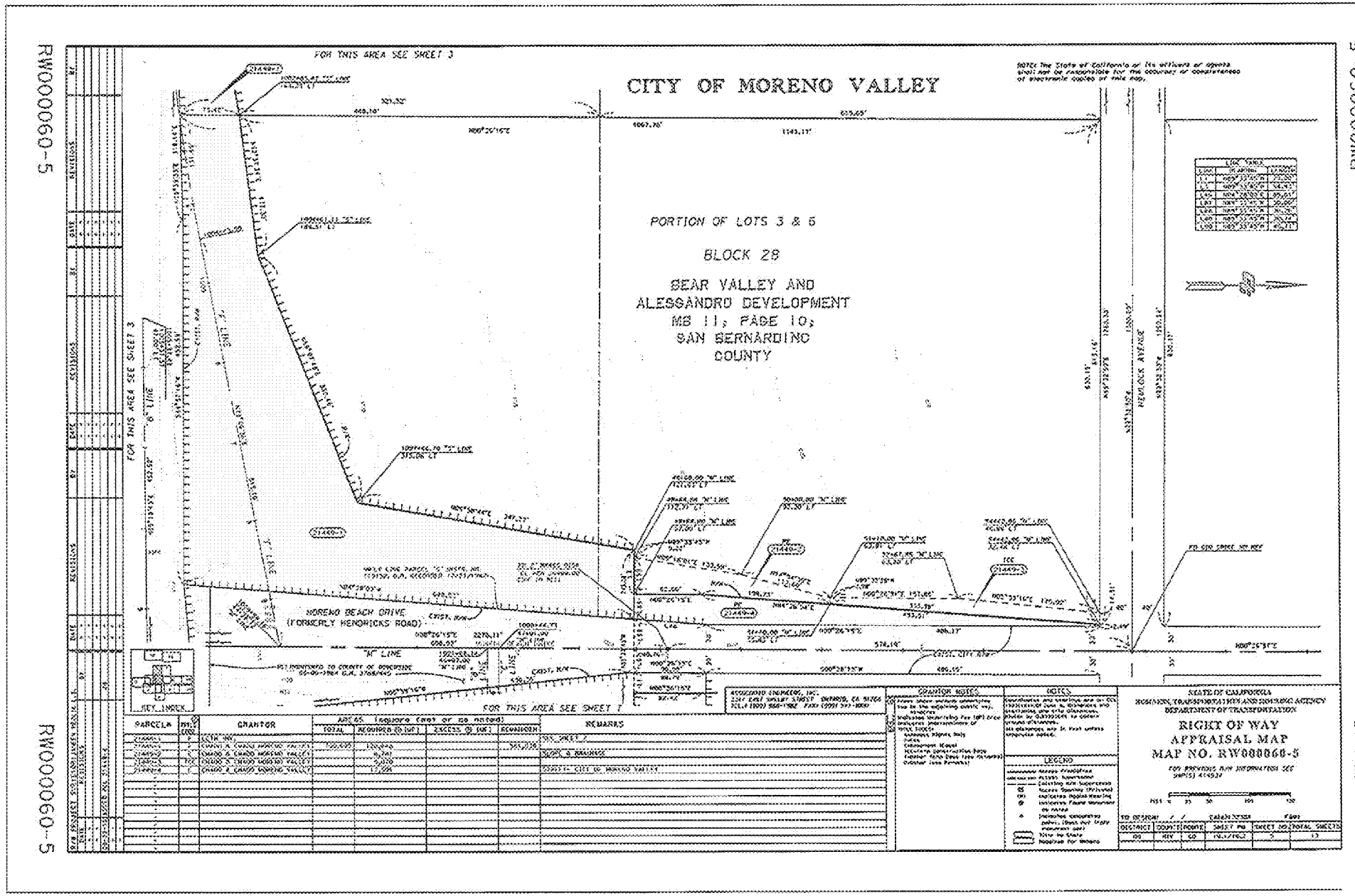

RW000060-5

RW000060-5

RW000060-5

EXHIBIT "B-2"

SLOPE/DRAINAGE EASEMENT

[See Attached]

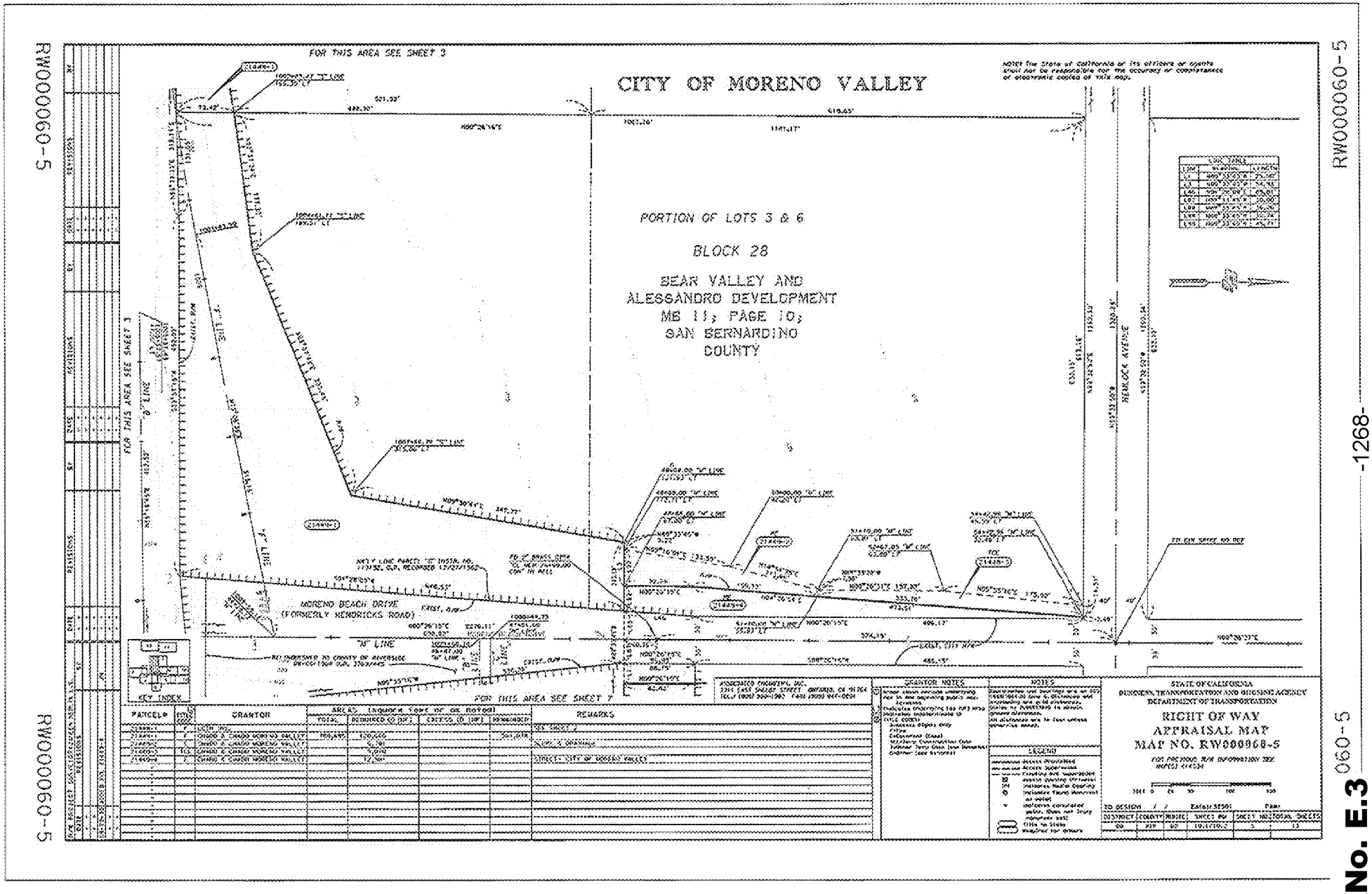
CITY OF MORENO VALLEY
PORTION OF LOTS 3 & 6
BLOCK 28
BEAR VALLEY AND
ALESSANDRO DEVELOPMENT
MB 11, PAGE 10,
SAN BERNARDINO
COUNTY
FOR THIS AREA SEE SHEET 3
MORENO BEACH DRIVE
(FORMERLY HENDRICKS ROAD)
HEMLOCK AVENUE
"W" LINE
"Y" LINE
"B" LINE
KEY INDEX
PARCEL#
GRANTOR
REMARKS
GRANTOR NOTES
NOTES
LEGEND
STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY
APPRAISAL MAP
MAP NO. RW000060-5
RW000060-5

EXHIBIT "B-3"

TEMPORARY CONSTRUCTION EASEMENT

[See Attached]

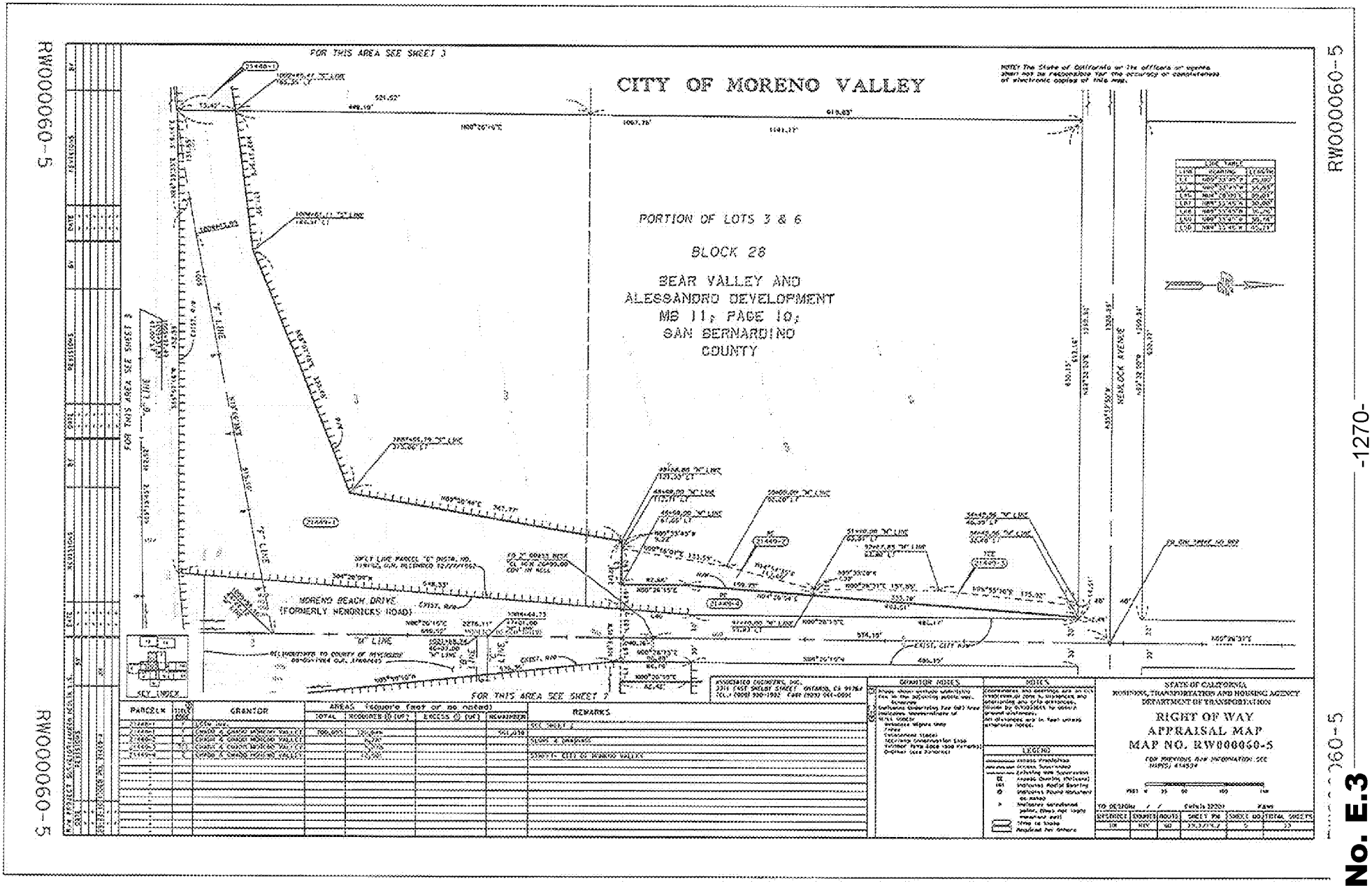
CITY OF MORENO VALLEY
PORTION OF LOTS 3 & 6
BLOCK 28
BEAR VALLEY AND
ALESSANDRO DEVELOPMENT
MB 11, PAGE 10,
SAN BERNARDINO
COUNTY
FOR THIS AREA SEE SHEET 3
FOR THIS AREA SEE SHEET 2
MORENO BEACH DRIVE
(FORMERly HENDRICKS ROAD)
HENDRICK AVENUE
"A" LINE
"B" LINE
"C" LINE
KEY INDEX
PARCEL
GRANTOR
AREAS (square feet or no noted)
TOTAL
REQUIRED
EXCESS
REMAINDER
REMARKS
GENERAL NOTES
NOTES
LEGEND
STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY
APPRAISAL MAP
MAP NO. RW000060-5
RW000060-5

Item No. E.3

EXHIBIT "B-4"

ROADWAY EASEMENT

[See Attached]

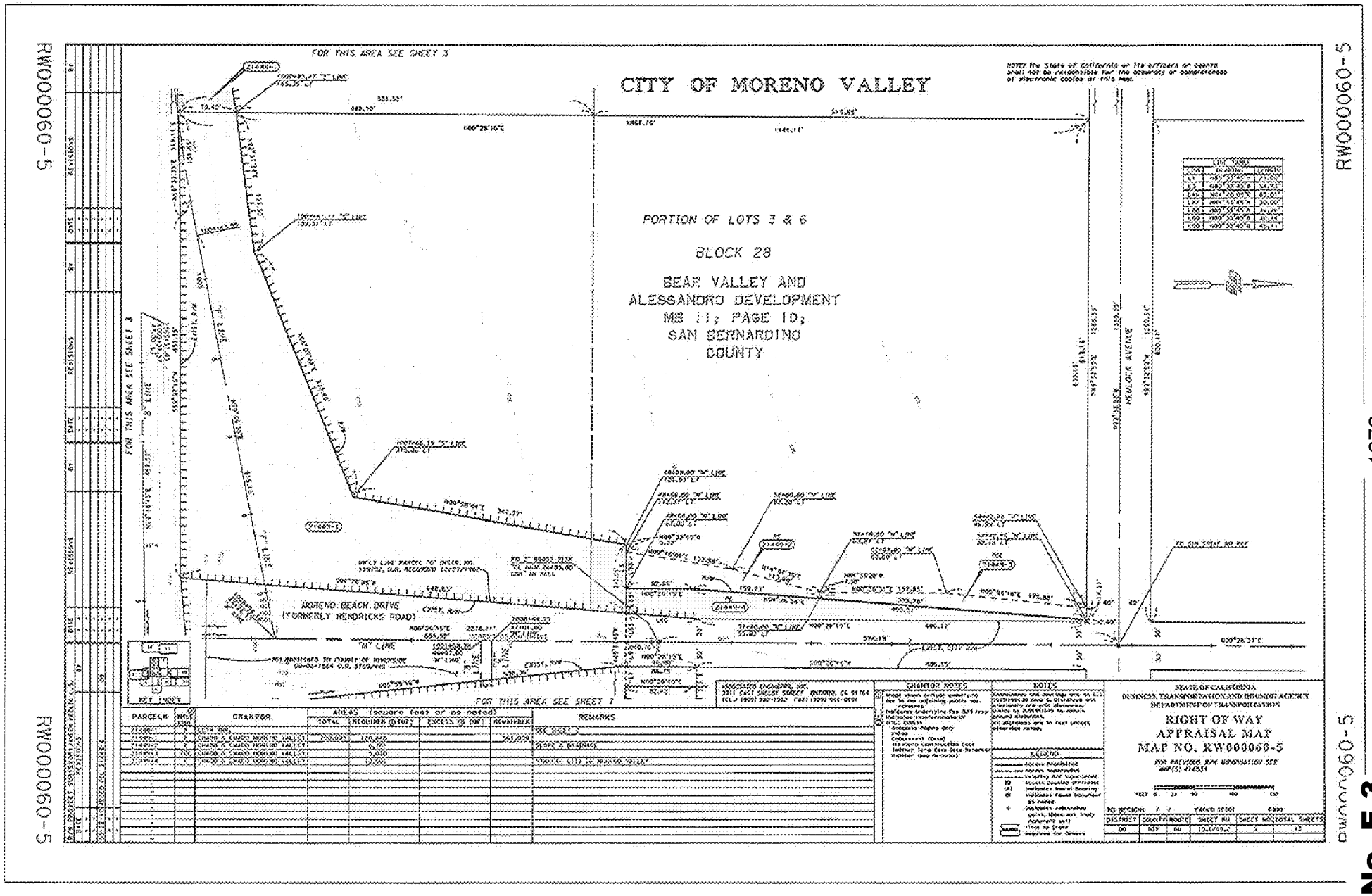

Item No. E.3

MV00175678

RESOLUTION N0. 2012-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF PROPERTY FOR PUBLIC STREET AND HIGHWAY PURPOSES INCLUDING RELATED IMPROVEMENTS AND FACILITIES; THAT THE ACQUISITION OF THE FEE AND THE EASEMENTS IN THE HEREIN-DESCRIBED PROPERTY IS NECESSARY FOR THE STATE ROUTE 60/MORENO BEACH INTERCHANGE IMPROVEMENT PROJECT – PHASE 2; THAT THE PROJECT IS PLANNED IN A MANNER THAT IS MOST COMPATIBLE WITH THE GREATEST PUBLIC GOOD AND THE LEAST PRIVATE INJURY; AUTHORIZING PROCEEDINGS TO BE COMMENCED IN EMINENT DOMAIN; AND AUTHORIZING THE DEPOSIT OF NECESSARY FUNDS AND THE PAYMENT OF NECESSARY EXPENSES AND FEES FOR ACQUISITION OF SAID PROPERTY; AND AUTHORIZING COUNSEL TO OBTAIN AN ORDER FOR PREJUDGMENT POSSESSION OF THE SUBJECT PROPERTY [488-080-014 and 488-080-017]

Owner	Assessor Parcel Numbers/ Caltrans Parcel Numbers
Equitable Moreno Valley II Partnership, a California Limited Partnership	488-080-014 and 488-080-017 / 21450-1, 2, 3; 21452-1, 2

WHEREAS, notice and a reasonable opportunity to appear and be heard has been given to the persons who appear to be the owners of the hereinafter described property and whose name and address appears on the last equalized assessment roll in compliance with and as required by Code of Civil Procedure § 1245.235(a), relating to whether the public interest and necessity require the herein-described Project; whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; whether the property sought to be

acquired is necessary for the Project; and whether the offer required by Government Code § 7267.2 has been made to the owner or owners of record; and said hearing was held and conducted before the City Council on August 28, 2012, at the time and place indicated in the notice of hearing; and

WHEREAS, the City Council has considered all matters necessary to be considered and duly presented at said hearing; and

WHEREAS, at least two-thirds of all the members of the City Council do hereby vote to adopt this Resolution:

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY FIND, DETERMINE, RESOLVE, DECLARE AND ORDER as follows:

Section 1. Pursuant to the provisions of the California Constitution, including Article I Section 19 thereof, and as authorized by California Government Code, §§ 37350, 37350.5, 37351, 40401 and 40404 and pursuant to the applicable provisions of California Code of Civil Procedure, §§ 1230.010, et seq, and other applicable provisions of law, the City of Moreno Valley is authorized to acquire the fee, the roadway easement, the slope/drainage easements and the temporary construction easement interests in the real property which are shown on the maps attached hereto and described more fully in the legal descriptions attached hereto as follows:

Ownership	**Assessor Parcel Nos. /Caltrans Parcel Nos.**	**Exhibits**	**Interests to be Taken**
Equitable Moreno Valley II Partnership, a California Limited Partnership	488-080-014 and 488-080-017 / 21452-1	A-1 and B-1	Fee

Ownership	Assessor Parcel Nos. /Caltrans Parcel Nos.	Exhibits	Interests to be Taken
Equitable Moreno Valley II Partnership, a California Limited Partnership	488-080-014 and 488-080-017 / 21450-1	A-2 and B-2	Roadway Easement
Equitable Moreno Valley II Partnership, a California Limited Partnership	488-080-014 and 488-080-017 / 21450-2	A-3 and B-3	Slope/Drainage Easement
Equitable Moreno Valley II Partnership, a California Limited Partnership	488-080-014 and 488-080-017/ 21452-2	A-4 and B-4	Temporary Construction Easement
Equitable Moreno Valley II Partnership, a California Limited Partnership	488-080-014 and 488-080-017 / 21450-3	A-5 and B-5	Temporary Construction Easement

As referenced in the table above, all legal descriptions of the property interests to be acquired have an A prefix and all maps have a B prefix. The fee interest, the roadway easement and the slope/drainage easement are permanent. The temporary construction easements as described above will be in effect for a period of 18 months after the City gives notice to the owner. Generally all property interests to be acquired are sometimes referred to later in this Resolution as the "property". In relation to the hereinafter described Project the said Exhibits, as attached hereto and incorporated herein by this reference, describe the location and extent of the property, including the fee, the roadway easement, the slope/drainage easement and the temporary construction easements interests therein, being taken.

Section 2. Acquisition of the hereinabove described property sought to be condemned herein or of one or more interest therein, is for a public use, to wit: State

Route 60/Moreno Beach Interchange Improvement Project – Phase 2 and for the construction, reconstruction, operation, removal, replacement, widening, relocation, repair and maintenance of public street and highway and incidental improvements, uses and purposes, including bridges, drains, sewers and utilities, utility relocation and all improvements described in the construction plans, including any modifications thereof, and for uses and purposes consistent therewith and related thereto, and including, without limitation by this reference, the right to enter upon and for ingress and egress upon, to and from said property, said proposed acquisition and use being herein referred to as the "Project".

Section 3. The interests in the property sought to be condemned herein, which constitute only a portion of larger parcels of real property, are described herein, and the property to be condemned is situated in the City of Moreno Valley, County of Riverside, State of California.

Section 4. The City Council further hereby declares, finds, determines and resolves as follows:

(a) The public interest and necessity require the proposed Project;

(b) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

(c) The property, or the interests to be acquired therein, is necessary for the Project; and

(d) The offer required by Government Code § 7267.2 has been made to the owner or owners of record.

Section 5. In the event any of the property or the interests to be acquired therein is already appropriated to an existing and different public use, the City

Council hereby finds and determines that the herein-described public use or uses are more necessary than said existing public use, and acquisition hereby is permitted under the provisions of Code of Civil Procedure §§ 1240.610, et seq.

Section 6. The City Attorney is authorized to make such minor changes in the legal descriptions of the property and also including the substitution of plat maps for the particular property interest or interests to be acquired for the right of way maps that serve as exhibits to this Resolution and in the pleadings to be filed which have been authorized herein, as is deemed necessary, for the conduct of the condemnation action or other proceedings required to acquire the property.

Section 7. The City Council finds and determines that the purposes for which the above-described property is to be taken are public purposes and the uses therefore are authorized by law, and the taking of said property or property interests is necessary to such uses.

Section 8. The City Council hereby authorizes and directs the preparation and prosecution of proceedings in the name of the City of Moreno Valley in the Superior Court of the State of California, for the County of Riverside, or in any other court having jurisdiction thereof, as may be necessary for the acquisition of the property and property interests by condemnation in accordance with the provisions of the Constitution and laws of the State of California relating to eminent domain, to obtain applicable fee simple interest and easements in, over, under, across, along, through, and within the property, as described herein, and to obtain an order permitting the City, as plaintiff, to take possession of the property prior to judgment for use in construction and completion of the Project, and to obtain all other proper orders and judgments as may be necessary.

Section 9. The City Attorney and Singer and Coffin, APC, the law firm retained as counsel to represent the City in the proceedings, are hereby authorized and directed to prepare and prosecute in the name of the City such proceeding or proceedings as are necessary to accomplish such acquisition; and to prepare and file such pleadings, briefs and other documents, and to make such arguments and to take such actions as may be necessary in the opinion of said attorneys to acquire for said City possession including prejudgment possession and title and ownership of the property and real property interests sought herein. Said attorneys are specifically authorized to take whatever steps and procedures are available to them under the eminent domain law of the State of California (Code of Civil Procedure, Title 7, Chapters 1-12, §§ 1230.010 and following) to complete such acquisition.

Section 10. The City is authorized and directed upon instruction from counsel for the City to make or cause to be made the deposit with the State Treasurer or in court out of proper funds of the City for the probable just compensation according to law, for jury fees, reporter's fees and other litigation costs and expenses.

APPROVED AND ADOPTED this 28th day of August, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT "A-1"

FEE

[See Attached]

Exhibit "A"

That portion of Lot 8, Block 28 of Map No. 1, Bear Valley and Alessandro Development Co. in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 11, Page 10 of Maps in the Office of the County Recorder of San Bernardino County, together with a portion of Pettit street lying easterly of said Lot 8, more particularly described as follows:

COMMENCING at the southeast corner of Parcel 4 of Parcel Map No. 18061, Filed in Book 107, Page 73 and 74 of Parcel Maps in the Office of the County Recorder of Riverside County; thence North 00°26'09" East, along the east line of said Parcel 4, a distance of 23.71 feet; thence North 83°25'24" West, a distance of 346.89 feet to a point on the west line of Parcel 3, said Parcel Map No. 18061, also being a point on the centerline of Pettit Street as shown on said Map No. 1, Bear Valley and Alessandro Development Co.; thence continuing North 83°25'24" West, a distance of 30.17 feet to a point on the west line of said Pettit Street, said point being the **POINT OF BEGINNING**; thence continuing North 83°25'24" West, a distance of 63.00 feet to the beginning of a curve concave northeasterly, having a radius of 930.00 feet; thence northwesterly along said curve, through a central angle of 16°44'41", a distance of 271.79 feet; thence North 66°40'44" West, a distance of 106.30 feet; thence North 56°41'18" West, a distance of 246.71 feet to a point on the west line of said Lot 8, said point being distant South 00°26'13" West, along said west line, a distance of 213.50 feet from the northwest corner of said Lot 8; thence South 00°26'13" West, along said west line, a distance of 291.24 feet to the north line of that certain parcel of land described in the Deed to the State of California, recorded December 27, 1962 in Book 3289, Page 186 as Instrument No. 119152, Official Records of said County; thence South 85°45'47" East, along said north line, a distance of 339.25 feet; thence South 89°32'23" East, continuing along said north line, a distance of 291.46 feet to the west line of said Pettit Street; thence North 00°26'09" East, along said west line, a distance of 63.99 feet to the **POINT OF BEGINNING**.

TOGETHER with underlying fee interest, if any, contiguous to the above-described property in and to the adjoining public way (Pettit Street).

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights, including access rights, appurtenant to grantor's remaining property, in and to said freeway.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik
Janeen Nedlik, L.S. 7563
Expires 12/31/11

Date May 26, 2010

LICENSED LAND SURVEYOR
JANEEN NEDLIK
EXP. 12-31-11
No. 7563
STATE OF CALIFORNIA

08-RIV-60-PM 18.95-21452(21452-1)

EXHIBIT "A-2"

ROADWAY EASEMENT

[See Attached]

Exhibit "A"

That portion of Lot 2, Block 28 of Map No. 1, Bear Valley and Alessandro Development Co. in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 11, Page 10 of Maps in the Office of the County Recorder of San Bernardino County, more particularly described as follows:

BEGINNING at the northwest corner of said Lot 2; thence South 89°32'40" East, along the north line of said Lot 2, a distance of 4.06 feet; thence leaving said north line, South 01°59'48" East, a distance of 486.59 feet to the northerly line of Parcel "H" granted to the State of California by Grant Deed recorded December 27, 1962 in Book 3289, Page 186, Official Records of Riverside County; thence North 89°33'29" West, along said northerly line, a distance of 24.73 feet to the west line of said Lot 2, also being the east right-of-way line of Moreno Beach Drive (30' half-width, formerly Hendricks Road); thence North 00°26'15" East, along said east right-of-way line, a distance of 486.15 feet to the **POINT OF BEGINNING**.

Containing 6,998 square feet of land, more or less.

TOGETHER with underlying fee interest, if any, contiguous to the above-described property in and to the adjoining public ways (Hemlock Avenue and Moreno Beach Drive).

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik
Janeen Nedlik, L.S. 7563
Expires 12/31/11

Date May 27, 2010

LICENSED LAND SURVEYOR
JANEEN NEDLIK
EXP. 12-31-11
No. 7563
STATE OF CALIFORNIA

08-RIV-60-PM 19.22-21450(21450-1)

EXHIBIT "A-3"

SLOPE/DRAINAGE EASEMENT

[See Attached]

EXHIBIT "A"

That portion of Lot 2, Block 28 of Map No. 1, Bear Valley and Alessandro Development Co. in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 11, Page 10 of Maps in the Office of the County Recorder of San Bernardino County, more particularly described as follows:

COMMENCING at the northwest corner of said Lot 2; thence South 89°32'40" East, along the north line of said Lot 2, a distance of 4.06 feet; thence leaving said north line, South 01°59'48" East, a distance of 243.17 feet to the **POINT OF BEGINNING**; thence continuing South 01°59'48" East, a distance of 243.42 feet to the northerly line of Parcel "H" granted to the State of California by Grant Deed recorded December 27, 1962 in Book 3289, Page 186, Official Records of Riverside County; thence South 89°33'29" East, along said northerly line, a distance of 19.28 feet to the beginning of a curve concave southerly having a radius of 197.99 feet; thence Easterly along said northerly line and said curve, a distance of 15.40 feet through a central angle of 04°27'28"; thence leaving said northerly line, North 06°44'47" West, a distance of 144.94 feet; thence North 14°36'35" West, a distance of 103.55 feet to the **POINT OF BEGINNING**

Containing 5,232 square feet of land, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik
Janeen Nedlik, L.S. 7563
Expires 12/31/11

Date May 27, 2010

LICENSED LAND SURVEYOR
JANEEN NEDLIK
EXP. 12-31-11
No. 7563
STATE OF CALIFORNIA

08-RIV-60-MP 19.22-21450 (21450-2)

EXHIBIT "A-4"

TEMPORARY CONSTRUCTION EASEMENT

[See Attached]

EXHIBIT "A"

That portion of Lot 8, Block 28 of Map No. 1, Bear Valley and Alessandro Development Co. in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 11, Page 10 of Maps in the Office of the County Recorder of San Bernardino County, more particularly described as follows:

COMMENCING at the intersection of the north line of said Lot 8 and the centerline of Pettit Street as shown on said Map No 1, Bear Valley and Alessandro Development Co.; thence South 00°26'10" West, along said centerline, a distance of 466.35 feet; thence North 83°25'24" West, a distance of 30.17 feet to a point on the west line of said Pettit Street, said point being the **POINT OF BEGINNING**; thence continuing North 83°25'24" West, a distance of 63.00 feet to the beginning of a curve, concave northeasterly, having a radius of 930.00 feet; thence northwesterly along said curve, through a central angle of 03°52'45", a distance of 62.96 feet; thence North 00°26'53" East, non-tangent to said curve, a distance of 50.00 feet; thence South 82°27'15" East, a distance of 125.92 feet to a point on said west line of Pettit Street; thence South 00°26'09" West along said west line, a distance of 50.00 feet to the **POINT OF BEGINNING**.

Containing 6,337 square feet of land, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik
Janeen Nedlik, L.S. 7563
Expires 12/31/11

Date May 26, 2010

LICENSED LAND SURVEYOR
JANEEN NEDLIK
EXP. 12-31-11
No. 7563
STATE OF CALIFORNIA

08-RIV-60-MP 19.08-21452 (21452-2)

EXHIBIT "A-5"

TEMPORARY CONSTRUCTION EASEMENT

[See Attached]

EXHIBIT "A"

That portion of Lot 2, Block 28 of Map No. 1, Bear Valley and Alessandro Development Co. in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 11, Page 10 of Maps in the Office of the County Recorder of San Bernardino County, more particularly described as follows:

COMMENCING at the southeast corner of said Lot 2, Block 28; thence North 89°32'35" West, along the south line of said Lot 2, a distance of 367.13 feet to the **POINT OF BEGINNING**; thence continuing along said south line, North 89°32'35" West, a distance of 31.46 feet to the northeasterly line of Parcel "H" granted to the State of California by Grant Deed recorded December 27, 1962 in Book 3289, Page 186, Official Records of Riverside County, said point being the beginning of a non-tangent curve, concave southwesterly, having a radius of 197.99 feet and having at said point a radial line which bears North 71°34'49" East; thence northwesterly along said northeasterly line and said curve, through a central angle of 66°40'51", a distance of 230.42 feet; thence North 06°44'47" West, a distance of 30.54 feet to the beginning of a non-tangent curve, concave southwesterly, having a radius of 227.99 feet and having at said point a radial line which bears North 03°21'00" East; thence southeasterly along said curve, through a central angle of 70°47'22", a distance of 281.68 feet to the **POINT OF BEGINNING.**

Containing 7,682 square feet of land, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik
Janeen Nedlik, L.S. 7563
Expires 12/31/11

Date July 7, 2010

LICENSED LAND SURVEYOR
JANEEN NEDLIK
EXP. 12-31-11
No. 7563
STATE OF CALIFORNIA

08-RIV-60-MP 19.22-21450 (21450-3)

EXHIBIT "B-1"

FEE

[See Attached]

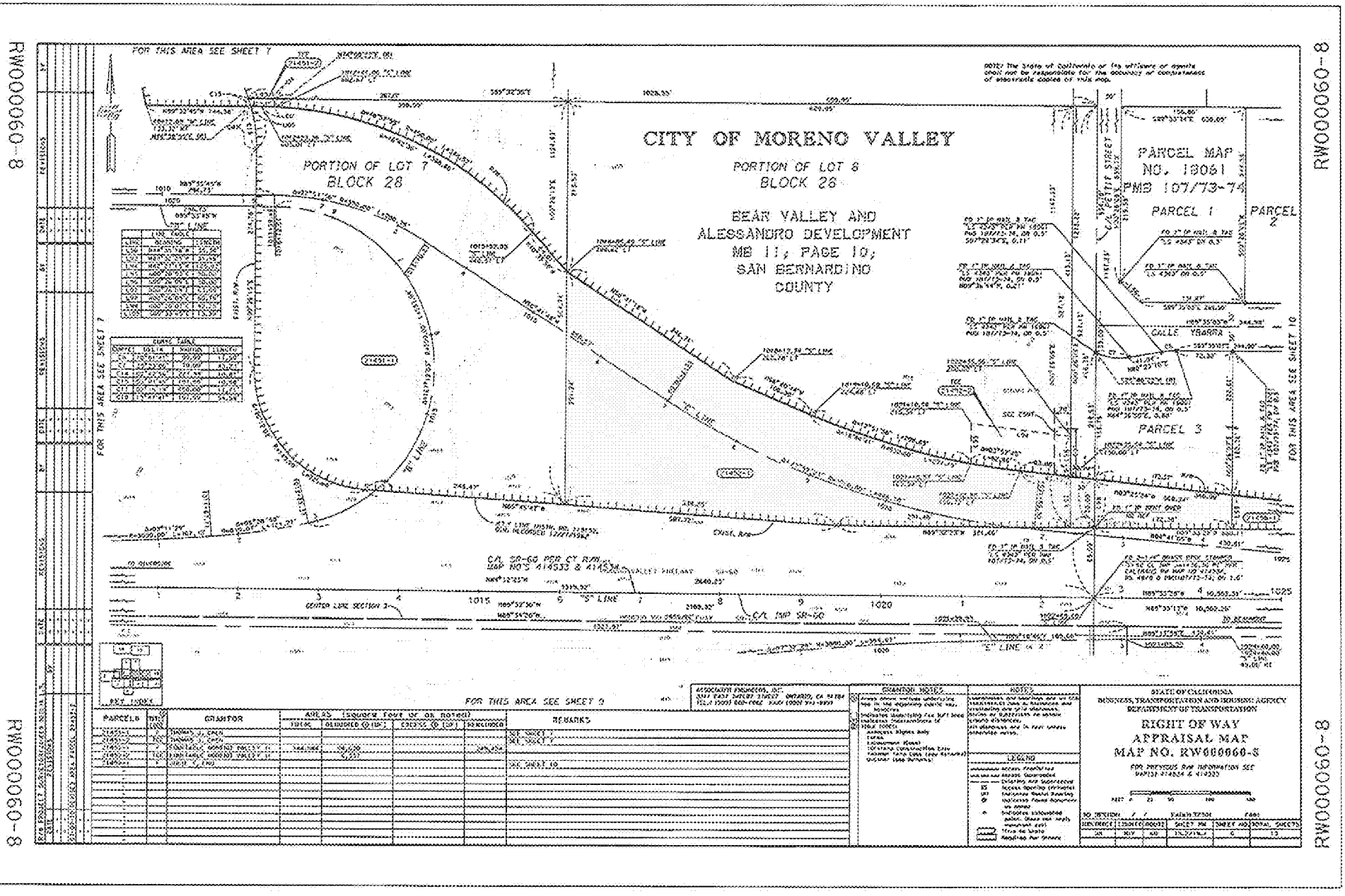
CITY OF MORENO VALLEY
PORTION OF LOT 8
BLOCK 28
BEAR VALLEY AND
ALESSANDRO DEVELOPMENT
MB 11, PAGE 10,
SAN BERNARDINO
COUNTY
PORTION OF LOT 7
BLOCK 28
PARCEL MAP
NO. 18061
PMB 107/73-74
PARCEL 1
PARCEL 2
PARCEL 3
CALLE YSABRA
FOR THIS AREA SEE SHEET 7
FOR THIS AREA SEE SHEET 9
FOR THIS AREA SEE SHEET 10
FOR THIS AREA SEE SHEET 9
RW000060-8
RW000060-8
RW000060-8
RW000060-8
STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY
APPRAISAL MAP
MAP NO. RW000060-8
PARCELS
GRANTOR
REMARKS
LEGEND

EXHIBIT "B-2"

ROADWAY EASEMENT

[See Attached]

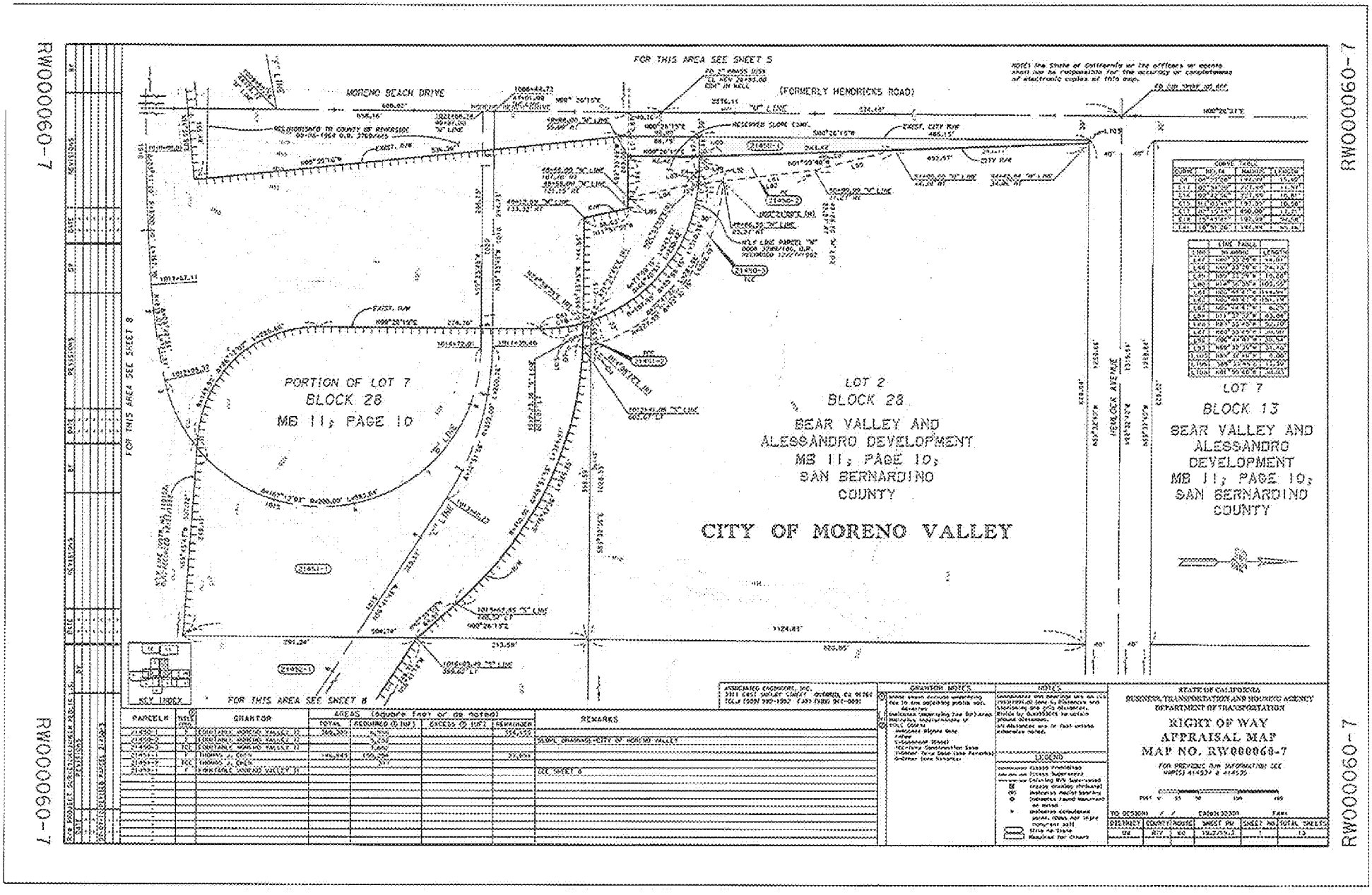
RW000060-7
FOR THIS AREA SEE SHEET 5
MORENO BEACH DRIVE
(FORMERLY HENDRICKS ROAD)
PORTION OF LOT 7
BLOCK 28
MB 11, PAGE 10
LOT 2
BLOCK 28
BEAR VALLEY AND
ALESSANDRO DEVELOPMENT
MB 11, PAGE 10,
SAN BERNARDINO
COUNTY
CITY OF MORENO VALLEY
LOT 7
BLOCK 13
BEAR VALLEY AND
ALESSANDRO
DEVELOPMENT
MB 11, PAGE 10,
SAN BERNARDINO
COUNTY
HEDLOCK AVENUE
FOR THIS AREA SEE SHEET 8
NOT INDEX
PARCEL
GRANTOR
AREAS (Square Feet or as noted)
REMARKS
GRANTOR NOTES
NOTES
LEGEND
STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY
APPRAISAL MAP
MAP NO. RW000060-7

EXHIBIT "B-3"

SLOPE/DRAINAGE EASEMENT

[See Attached]

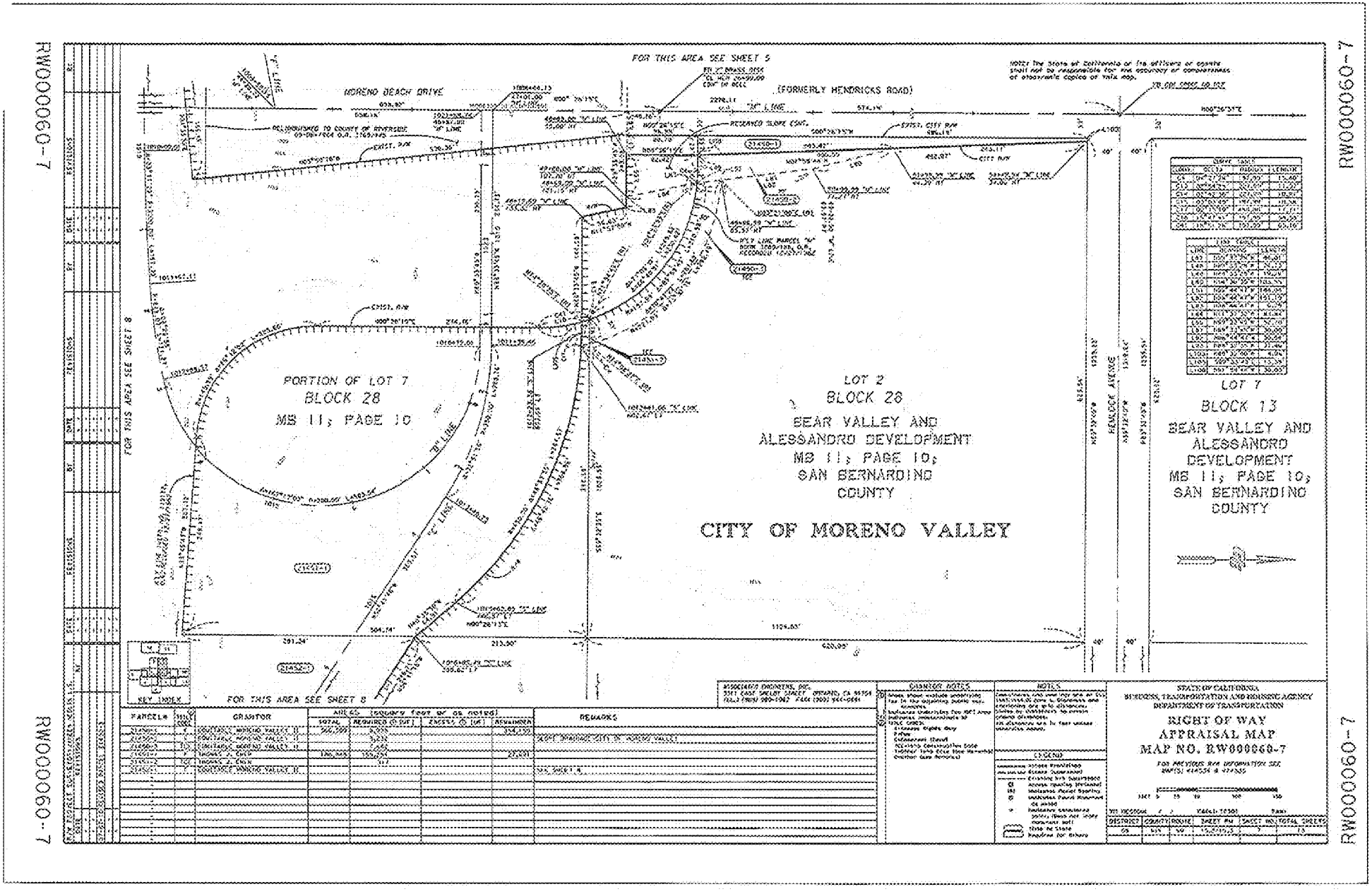
RW0000060-7
FOR THIS AREA SEE SHEET 5
MORENO BEACH DRIVE
(FORMERLY HENDRICKS ROAD)
PORTION OF LOT 7
BLOCK 28
MB 11, PAGE 10
LOT 2
BLOCK 28
BEAR VALLEY AND
ALESSANDRO DEVELOPMENT
MB 11, PAGE 10,
SAN BERNARDINO
COUNTY
CITY OF MORENO VALLEY
LOT 7
BLOCK 13
BEAR VALLEY AND
ALESSANDRO
DEVELOPMENT
MB 11, PAGE 10,
SAN BERNARDINO
COUNTY
HENDRICK AVENUE
FOR THIS AREA SEE SHEET 8
KEY INDEX
PARCEL#
GRANTOR
AREAS
REMARKS
GRANTOR NOTES
NOTES
LEGEND
STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY
APPRAISAL MAP
MAP NO. RW0000060-7
DISTRICT
COUNTY
ROUTE
SHEET NO.
TOTAL SHEETS

MV00175700

EXHIBIT "B-4"

TEMPORARY CONSTRUCTION EASEMENT

[See Attached]

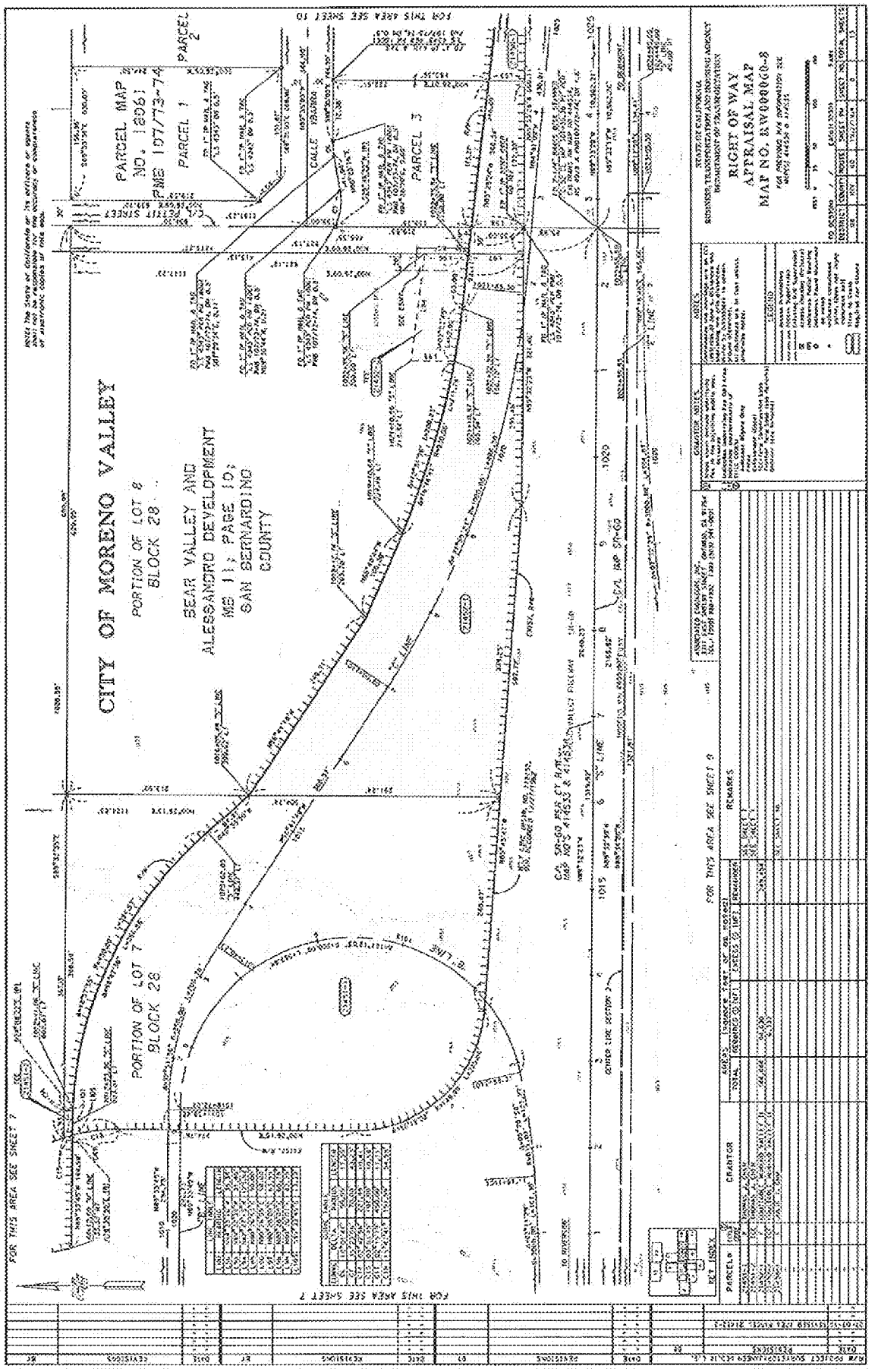
RIGHT OF WAY
APPRAISAL MAP
MAP NO. RW000060-8
CITY OF MORENO VALLEY
PORTION OF LOT 8
BLOCK 28
BEAR VALLEY AND
ALESSANDRO DEVELOPMENT
MB 11, PAGE 10,
SAN BERNARDINO
COUNTY
PARCEL MAP
NO. 16961
PMB 187/73-74
PARCEL 1
PARCEL 2
PARCEL 3
PORTION OF LOT 7
BLOCK 28
FOR THIS AREA SEE SHEET 7
FOR THIS AREA SEE SHEET 10
FOR THIS AREA SEE SHEET 9
CALLE
CENTER LINE SECTION 2
REMARKS
GRANTOR
PARCELS

EXHIBIT "B-5"

TEMPORARY CONSTRUCTION EASEMENT

[See Attached]

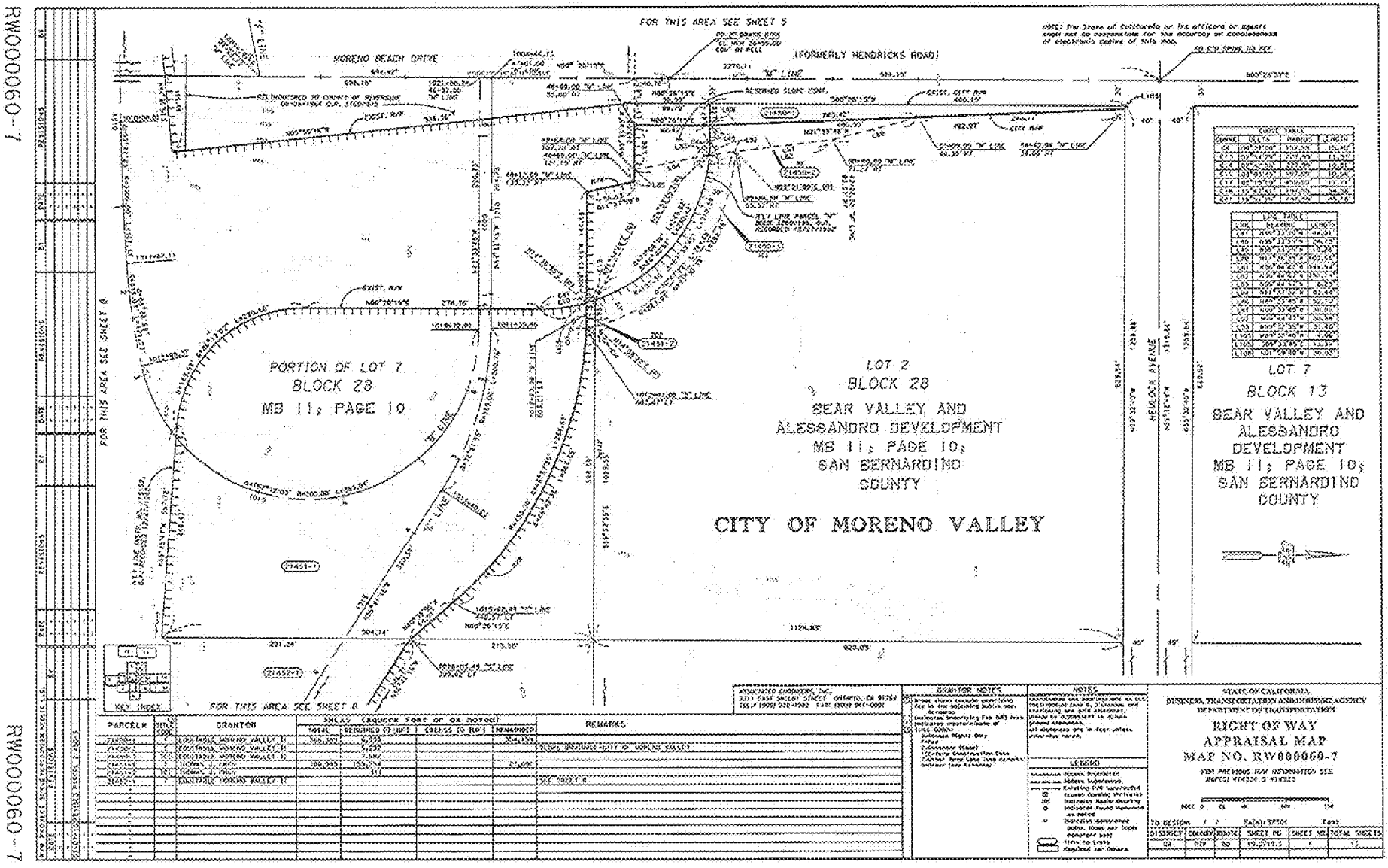
RW000060-7
FOR THIS AREA SEE SHEET 5
MORENO BEACH DRIVE
(FORMERLY HENDRICKS ROAD)
FOR THIS AREA SEE SHEET 8
PORTION OF LOT 7
BLOCK 28
MB 11; PAGE 10
LOT 2
BLOCK 28
BEAR VALLEY AND
ALESSANDRO DEVELOPMENT
MB 11; PAGE 10;
SAN BERNARDINO
COUNTY
CITY OF MORENO VALLEY
LOT 7
BLOCK 13
BEAR VALLEY AND
ALESSANDRO
DEVELOPMENT
MB 11; PAGE 10;
SAN BERNARDINO
COUNTY
HENDRICK AVENUE
KEY INDEX
FOR THIS AREA SEE SHEET 8
PARCEL#
GRANTOR
REMARKS
GRANTOR NOTES
NOTES
LEGEND
STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY
APPRAISAL MAP
MAP NO. RW000060-7
DISTRICT
COUNTY
ROUTE
SHEET NO.
TOTAL SHEETS

RESOLUTION N0. 2012-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF PROPERTY FOR PUBLIC STREET AND HIGHWAY PURPOSES INCLUDING RELATED IMPROVEMENTS AND FACILITIES; THAT THE ACQUISITION OF THE FEE AND THE EASEMENT IN THE HEREIN-DESCRIBED PROPERTY IS NECESSARY FOR THE STATE ROUTE 60/MORENO BEACH INTERCHANGE IMPROVEMENT PROJECT – PHASE 2; THAT THE PROJECT IS PLANNED IN A MANNER THAT IS MOST COMPATIBLE WITH THE GREATEST PUBLIC GOOD AND THE LEAST PRIVATE INJURY; AUTHORIZING PROCEEDINGS TO BE COMMENCED IN EMINENT DOMAIN; AND AUTHORIZING THE DEPOSIT OF NECESSARY FUNDS AND THE PAYMENT OF NECESSARY EXPENSES AND FEES FOR ACQUISITION OF SAID PROPERTY; AND AUTHORIZING COUNSEL TO OBTAIN AN ORDER FOR PREJUDGMENT POSSESSION OF THE SUBJECT PROPERTY [APN: 488-080-016]

Owner	Assessor Parcel Number/ Caltrans Parcel Number
Thomas J. Chen, Glendy Liu Chen, Theresa B. Chen	488-080-016 / 21451-1, 2

WHEREAS, notice and a reasonable opportunity to appear and be heard has been given to the persons who appear to be the owners of the hereinafter described property and whose name and address appears on the last equalized assessment roll in compliance with and as required by Code of Civil Procedure § 1245.235(a), relating to whether the public interest and necessity require the herein-described Project; whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; whether the property sought to be acquired is necessary for the Project; and whether the offer required by Government

Code § 7267.2 has been made to the owner or owners of record; and said hearing was held and conducted before the City Council on August 28, 2012, at the time and place indicated in the notice of hearing; and

WHEREAS, the City Council has considered all matters necessary to be considered and duly presented at said hearing; and

WHEREAS, at least two-thirds of all the members of the City Council do hereby vote to adopt this Resolution:

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY FIND, DETERMINE, RESOLVE, DECLARE AND ORDER as follows:

Section 1. Pursuant to the provisions of the California Constitution, including Article I Section 19 thereof, and as authorized by California Government Code, §§ 37350, 37350.5, 37351, 40401 and 40404 and pursuant to the applicable provisions of California Code of Civil Procedure, §§ 1230.010, et seq, and other applicable provisions of law, the City of Moreno Valley is authorized to acquire the fee and the temporary construction easement interests in the real property which are shown on the maps attached hereto and described more fully in the legal descriptions attached hereto as follows:

Ownership	**Assessor Parcel No./ Caltrans Parcel No.**	**Exhibits**	**Interests to be Taken**
Thomas J. Chen, Glendy Liu Chen, Theresa B. Chen, Owners	488-080-016 / 21451-1	A-1 and B-1	Fee

Ownership	Assessor Parcel No./ Caltrans Parcel No.	Exhibits	Interests to be Taken
Thomas J. Chen, Glendy Liu Chen, Theresa B. Chen, Owners	488-080-016 / 21451-2	A-2 and B-2	Temporary Construction Easement

As referenced in the table above, all legal descriptions of the property interests to be acquired have an A prefix and all maps have a B prefix. The fee interest is permanent. The temporary construction easement as described above will be in effect for a period of 18 months after the City gives notice to the owner. Generally all property interests to be acquired are sometimes referred to later in this Resolution as the "property". In relation to the hereinafter described Project the said Exhibits, as attached hereto and incorporated herein by this reference, describe the location and extent of the property, including the fee and the temporary construction easement interests therein, being taken.

Section 2. Acquisition of the hereinabove described property sought to be condemned herein or of one or more interest therein, is for a public use, to wit: State Route 60/Moreno Beach Interchange Improvement Project – Phase 2 and for the construction, reconstruction, operation, removal, replacement, widening, relocation, repair and maintenance of public street and highway and incidental improvements, uses and purposes, including bridges, drains, sewers and utilities, utility relocation and all improvements described in the construction plans, including any modifications thereof, and for uses and purposes consistent therewith and related thereto, and including, without limitation by this reference, the right to enter upon and for ingress and egress

upon, to and from said property, said proposed acquisition and use being herein referred to as the "Project".

Section 3. The interests in the property sought to be condemned herein constitute only a portion of a larger parcel of real property, as described herein, and the property to be condemned is situated in the City of Moreno Valley, County of Riverside, State of California.

Section 4. The City Council further hereby declares, finds, determines and resolves as follows:

(a) The public interest and necessity require the proposed Project;

(b) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

(c) The property, or the interests to be acquired therein, are necessary for the Project; and

(d) The offer required by Government Code § 7267.2 has been made to the owner or owners of record.

Section 5. In the event any of the property or the interests to be acquired therein is already appropriated to an existing and different public use, the City Council hereby finds and determines that the herein-described public use or uses are more necessary than said existing public use, and acquisition hereby is permitted under the provisions of Code of Civil Procedure §§ 1240.610, et seq.

Section 6. The City Attorney is authorized to make such minor changes in the legal descriptions of the property and also including the substitution of plat maps for the particular property interest or interests to be acquired for the right of way maps that serve as exhibits to this Resolution and in the pleadings to be filed which have been

authorized herein, as is deemed necessary, for the conduct of the condemnation action or other proceedings required to acquire the property.

Section 7. The City Council finds and determines that the purposes for which the above-described property is to be taken are public purposes and the uses therefore are authorized by law, and the taking of said property or property interests is necessary to such uses.

Section 8. The City Council hereby authorizes and directs the preparation and prosecution of proceedings in the name of the City of Moreno Valley in the Superior Court of the State of California, for the County of Riverside, or in any other court having jurisdiction thereof, as may be necessary for the acquisition of the property and property interests by condemnation in accordance with the provisions of the Constitution and laws of the State of California relating to eminent domain, to obtain applicable fee simple interest and easements in, over, under, across, along, through, and within the property, as described herein, and to obtain an order permitting the City, as plaintiff, to take possession of the property prior to judgment for use in construction and completion of the Project, and to obtain all other proper orders and judgments as may be necessary.

Section 9. The City Attorney and Singer and Coffin, APC, the law firm retained as counsel to represent the City in the proceedings, are hereby authorized and directed to prepare and prosecute in the name of the City such proceeding or proceedings as are necessary to accomplish such acquisition; and to prepare and file such pleadings, briefs and other documents, and to make such arguments and to take such actions as may be necessary in the opinion of said attorneys to acquire for said City possession including prejudgment possession and title and ownership of the

property and real property interests sought herein. Said attorneys are specifically authorized to take whatever steps and procedures are available to them under the eminent domain law of the State of California (Code of Civil Procedure, Title 7, Chapters 1-12, §§ 1230.010 and following) to complete such acquisition.

Section 10. The City is authorized and directed upon instruction from counsel for the City to make or cause to be made the deposit with the State Treasurer or in court out of proper funds of the City for the probable just compensation according to law, for jury fees, reporter's fees and other litigation costs and expenses.

APPROVED AND ADOPTED this 28th day of August, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT "A-1"

FEE

[See Attached]

EXHIBIT "A"

That portion of Lot 7, Block 28 of Map No. 1, Bear Valley and Alessandro Development Co. in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 11, Page 10 of Maps in the Office of the County Recorder of San Bernardino County, more particularly described as follows:

BEGINNING at a point on the east line of said Lot 7, distant along said east line South 00°26'13" West, a distance of 213.50 feet from the northeast corner thereof; thence continuing South 00°26'13" West, along said east line, a distance of 291.24 feet to the northerly line of that certain parcel of land described in Grant Deed to the State of California, recorded December 27, 1962 as Instrument No. 119152, Official Records of Riverside County; thence along said northerly line the following four courses:

North 85°45'47" West, a distance of 248.47 feet to the beginning of a curve, concave northeasterly, having a radius of 149.99 feet;

Northwesterly along the arc of said curve through a central angle of 86°12'02", a distance of 225.66 feet;

North 00°26'15" East, a distance of 274.76 feet to the beginning of a curve, concave southwesterly, having a radius of 197.99 feet;

Northwesterly along the arc of said curve, through a central angle of 15°47'41", a distance of 54.58 feet;

thence South 89°33'45" East, a distance of 13.39 feet to the beginning of a curve, concave southwesterly, having a radius of 450.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 48°57'55", a distance of 384.57 feet; thence South 40°35' 50" East, a distance of 64.91 feet to the **POINT OF BEGINNING.**

Containing 3.656 acres of land, more or less.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights, including access rights, appurtenant to grantor's remaining property, in and to said freeway.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik
Janeen Nedlik, L.S. 7563
Expires 12/31/11

Date May 27, 2010

LICENSED LAND SURVEYOR
JANEEN NEDLIK
EXP. 12-31-11
No. 7563
STATE OF CALIFORNIA

08-RIV-60-PM 19.25-21451 (21451-1)

h\PARCEL LEGALS\21451-CHEN\21451-1.doc

EXHIBIT "A-2"

TEMPORARY CONSTRUCTION EASEMENT

[See Attached]

EXHIBIT "A"

That portion of Lot 7, Block 28 of Map No. 1, Bear Valley and Alessandro Development Co. in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 11, Page 10 of Maps in the Office of the County Recorder of San Bernardino County, more particularly described as follows:

COMMENCING at the northeast corner of said Lot 7; thence North 89°32'35" West, along the north line of said Lot 7, a distance of 367.13 feet to the **POINT OF BEGINNING**, also being the beginning of a non-tangent curve, concave southwesterly, having a radius of 227.99 feet and having at said point a radial line which bears North 74°08'22" East; thence southeasterly along the arc of said curve, through a central angle of 02°42'56", a distance of 10.81 feet to the beginning of a non-tangent curve, concave southerly, having a radius of 450.00 feet and having at said point a radial line which bears North 02°41'34" East; thence westerly along the arc of said curve, through a central angle of 02°15'19", a distance of 17.71 feet; thence North 89°33'45" West, a distance of 13.39 feet to the beginning of a non-tangent curve, concave westerly, having a radius of 197.99 feet and having at said point a radial line which bears North 74°38'35" East; thence northerly along the arc of said curve, through a central angle of 03°03'45", a distance of 10.58 feet to said north line of Lot 7; thence South 89°32'35" East, along said north line, a distance of 31.46 feet to the **POINT OF BEGINNING**;

Containing 317 square feet of land, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik
Janeen Nedlik, L.S. 7563
Expires 12/31/11

Date May 27, 2010

LICENSED LAND SURVEYOR
JANEEN NEDLIK
EXP. 12-31-11
No. 7563
STATE OF CALIFORNIA

08-RIV-60-MP 19.08-21451 (21451-2)

EXHIBIT "B-1"

FEE

[See Attached]

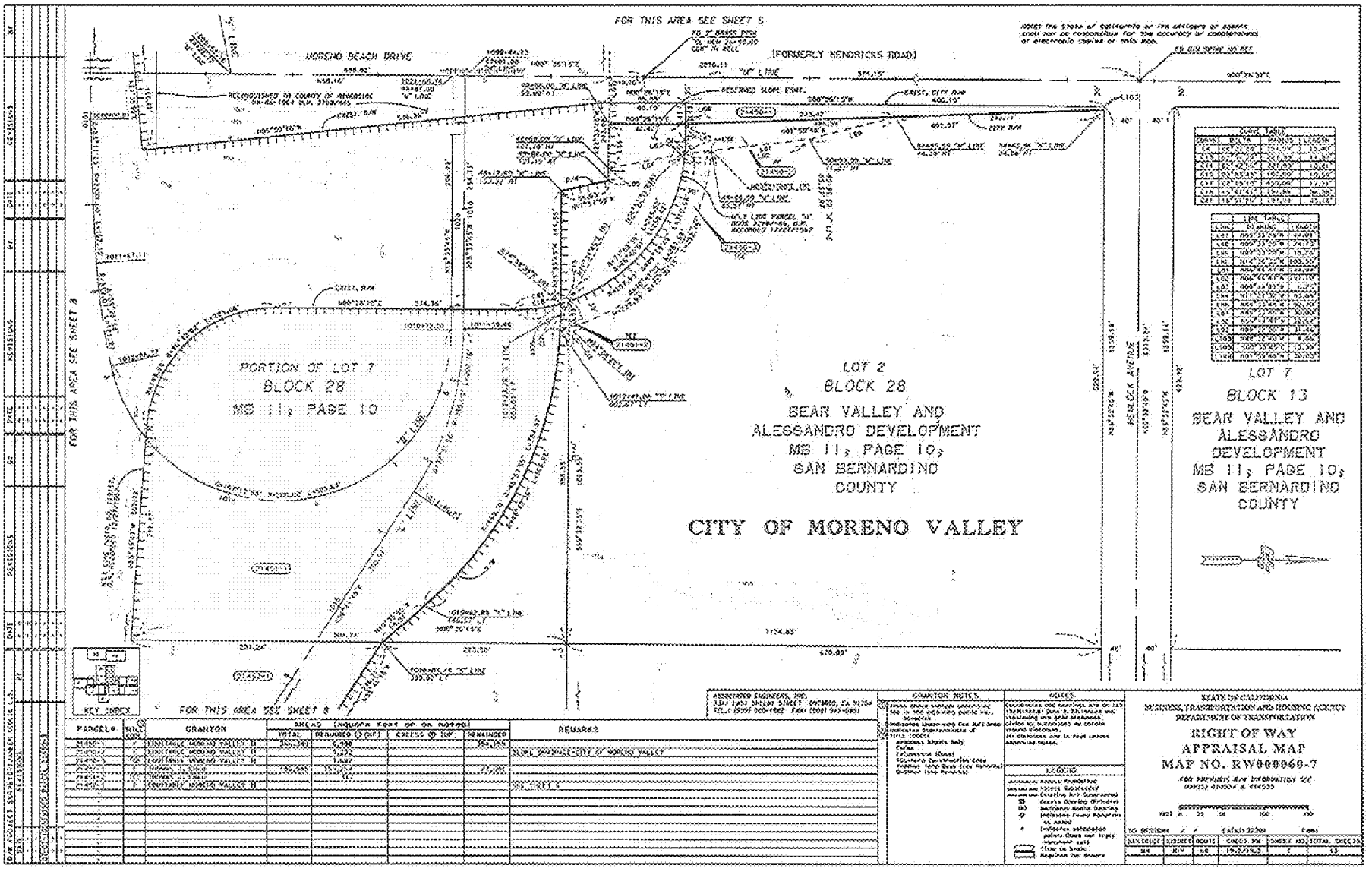
RW000060-7
MORENO BEACH DRIVE
(FORMERLY HENDRICKS ROAD)
FOR THIS AREA SEE SHEET 5
FOR THIS AREA SEE SHEET 8
PORTION OF LOT 7
BLOCK 28
MB 11, PAGE 10
LOT 2
BLOCK 28
BEAR VALLEY AND
ALESSANDRO DEVELOPMENT
MB 11, PAGE 10,
SAN BERNARDINO
COUNTY
CITY OF MORENO VALLEY
LOT 7
BLOCK 13
BEAR VALLEY AND
ALESSANDRO
DEVELOPMENT
MB 11, PAGE 10,
SAN BERNARDINO
COUNTY
HEMLOCK AVENUE
KEY INDEX
GRANTOR NOTICE
NOTES
LEGEND
STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY
APPRAISAL MAP
MAP NO. RW000060-7
PARCEL#
GRANTOR
AREAS
REMARKS

EXHIBIT "B-2"

TEMPORARY CONSTRUCTION EASEMENT

[See Attached]

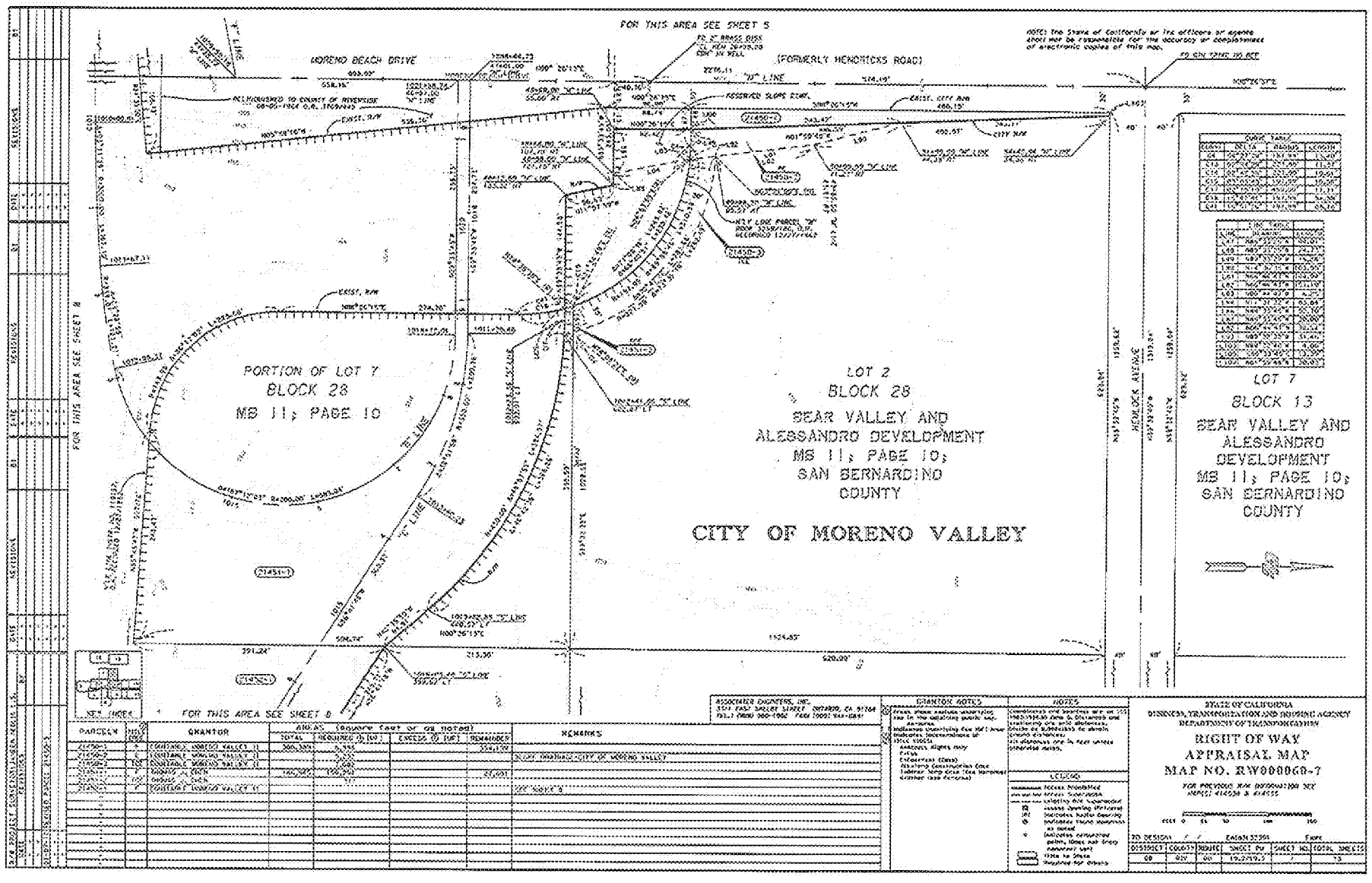
RW000060-7
MORENO BEACH DRIVE
(FORMERLY HENDRICKS ROAD)
FOR THIS AREA SEE SHEET 5
FOR THIS AREA SEE SHEET 8
PORTION OF LOT 7
BLOCK 28
MB 11, PAGE 10
LOT 2
BLOCK 28
BEAR VALLEY AND
ALESSANDRO DEVELOPMENT
MB 11, PAGE 10,
SAN BERNARDINO
COUNTY
CITY OF MORENO VALLEY
LOT 7
BLOCK 13
BEAR VALLEY AND
ALESSANDRO
DEVELOPMENT
MB 11, PAGE 10,
SAN BERNARDINO
COUNTY
HEMLOCK AVENUE
STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY
APPRAISAL MAP
MAP NO. RW000060-7
PARCEL
GRANTOR
REMARKS

MV00175718

RESOLUTION N0. 2012-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF PROPERTY FOR PUBLIC STREET AND HIGHWAY PURPOSES INCLUDING RELATED IMPROVEMENTS AND FACILITIES; THAT THE ACQUISITION OF THE FEE INTEREST IN THE HEREIN-DESCRIBED PROPERTY IS NECESSARY FOR THE STATE ROUTE 60/MORENO BEACH INTERCHANGE IMPROVEMENT PROJECT – PHASE 2; THAT THE PROJECT IS PLANNED IN A MANNER THAT IS MOST COMPATIBLE WITH THE GREATEST PUBLIC GOOD AND THE LEAST PRIVATE INJURY; AUTHORIZING PROCEEDINGS TO BE COMMENCED IN EMINENT DOMAIN; AND AUTHORIZING THE DEPOSIT OF NECESSARY FUNDS AND THE PAYMENT OF NECESSARY EXPENSES AND FEES FOR ACQUISITION OF SAID PROPERTY; AND AUTHORIZING COUNSEL TO OBTAIN AN ORDER FOR PREJUDGMENT POSSESSION OF THE SUBJECT PROPERTY [APN: 488-270-021]

Owner	Assessor Parcel Number/ Caltrans Parcel Number
Jocelyn Sarte McGinniss, Settlor and Trustee under the Jocelyn Sarte McGinniss Living Trust dated October 4, 2002	488-270-021 / 21457-1

WHEREAS, notice and a reasonable opportunity to appear and be heard has been given to the persons who appear to be the owners of the hereinafter described property and whose name and address appears on the last equalized assessment roll in compliance with and as required by Code of Civil Procedure § 1245.235(a), relating to whether the public interest and necessity require the herein-described Project; whether the Project is planned or located in the manner that will be most compatible with the

greatest public good and the least private injury; whether the property sought to be acquired is necessary for the Project; and whether the offer required by Government Code § 7267.2 has been made to the owner or owners of record; and said hearing was held and conducted before the City Council on August 28, 2012, at the time and place indicated in the notice of hearing; and

WHEREAS, the City Council has considered all matters necessary to be considered and duly presented at said hearing; and

WHEREAS, at least two-thirds of all the members of the City Council do hereby vote to adopt this Resolution:

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY FIND, DETERMINE, RESOLVE, DECLARE AND ORDER as follows:

Section 1. Pursuant to the provisions of the California Constitution, including Article I Section 19 thereof, and as authorized by California Government Code, §§ 37350, 37350.5, 37351, 40401 and 40404 and pursuant to the applicable provisions of California Code of Civil Procedure, §§ 1230.010, et seq, and other applicable provisions of law, the City of Moreno Valley is authorized to acquire the fee interest in the real property which is shown on the map attached hereto and described more fully in the legal description attached hereto as follows:

Ownership	**Assessor Parcel No./ Caltrans Parcel No.**	**Exhibits**	**Interests to be Taken**
Jocelyn Sarte McGinniss, Settlor and Trustee under the Jocelyn Sarte McGinniss Living Trust dated October 4, 2002	488-270-021 / 21457-1	A-1 and B-1	Fee

As referenced in the table above, the legal description of the property to be acquired has an A prefix and the map has a B prefix. The fee interest is permanent. Generally the property interest to be acquired is sometimes referred to later in this Resolution as the "property". In relation to the hereinafter described Project the said Exhibits, as attached hereto and incorporated herein by this reference, describe the location and extent of the property being taken.

Section 2. Acquisition of the hereinabove described property sought to be condemned herein is for a public use, to wit: State Route 60/Moreno Beach Interchange Improvement Project – Phase 2 and for the construction, reconstruction, operation, removal, replacement, widening, relocation, repair and maintenance of public street and highway and incidental improvements, uses and purposes, including bridges, drains, sewers and utilities, utility relocation and all improvements described in the construction plans, including any modifications thereof, and for uses and purposes consistent therewith and related thereto, and including, without limitation by this reference, the right to enter upon and for ingress and egress upon, to and from said property, said proposed acquisition and use being herein referred to as the "Project".

Section 3. The fee interest in the property sought to be condemned herein, which constitutes only a portion of the larger parcel of real property, is described herein, and the property to be condemned is situated in the City of Moreno Valley, County of Riverside, State of California.

Section 4. The City Council further hereby declares, finds, determines and resolves as follows:

(a) The public interest and necessity require the proposed Project;

(b) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

(c) The property to be acquired therein, is necessary for the Project; and

(d) The offer required by Government Code § 7267.2 has been made to the owner or owners of record.

Section 5. In the event any of the property to be acquired therein is already appropriated to an existing and different public use, the City Council hereby finds and determines that the herein-described public use or uses are more necessary than said existing public use, and acquisition hereby is permitted under the provisions of Code of Civil Procedure §§ 1240.610, et seq.

Section 6. The City Attorney is authorized to make such minor changes in the legal descriptions of the property and also including the substitution of plat maps for the particular property interest or interests to be acquired for the right of way maps that serve as exhibits to this Resolution and in the pleadings to be filed which have been authorized herein, as is deemed necessary, for the conduct of the condemnation action or other proceedings required to acquire the property.

Section 7. The City Council finds and determines that the purposes for which the above-described property is to be taken are public purposes and the uses therefore are authorized by law, and the taking of said property is necessary to such uses.

Section 8. The City Council hereby authorizes and directs the preparation and prosecution of proceedings in the name of the City of Moreno Valley in the Superior Court of the State of California, for the County of Riverside, or in any other court having jurisdiction thereof, as may be necessary for the acquisition of the property

by condemnation in accordance with the provisions of the Constitution and laws of the State of California relating to eminent domain, to obtain applicable fee simple interest in the property, as described herein, and to obtain an order permitting the City, as plaintiff, to take possession of the property prior to judgment for use in construction and completion of the Project, and to obtain all other proper orders and judgments as may be necessary.

Section 9. The City Attorney and Singer and Coffin, APC, the law firm retained as counsel to represent the City in the proceedings, are hereby authorized and directed to prepare and prosecute in the name of the City such proceeding or proceedings as are necessary to accomplish such acquisition; and to prepare and file such pleadings, briefs and other documents, and to make such arguments and to take such actions as may be necessary in the opinion of said attorneys to acquire for said City possession including prejudgment possession and title and ownership of the property and real property interests sought herein. Said attorneys are specifically authorized to take whatever steps and procedures are available to them under the eminent domain law of the State of California (Code of Civil Procedure, Title 7, Chapters 1-12, §§ 1230.010 and following) to complete such acquisition.

Section 10. The City is authorized and directed upon instruction from counsel for the City to make or cause to be made the deposit with the State Treasurer or in court out of proper funds of the City for the probable just compensation according to law, for jury fees, reporter's fees and other litigation costs and expenses.

APPROVED AND ADOPTED this 28th day of August, 2012.

_____

Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

EXHIBIT "A-1"

FEE

[See Attached]

EXHIBIT "A"

That portion of the East Half of Lot 5, Block 29 of Map No. 1, Bear Valley and Alessandro Development Co. in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 11, Page 10 of Maps in the Office of the County Recorder of San Bernardino County, more particularly described as follows:

BEGINNING at the southeast corner of Parcel 4 of Parcel Map No. 18061 in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 107, Page 73 and 74 of Parcel Maps in the Office of the County Recorder of Riverside County, also being a point on the west line of the East Half of said Lot 5; thence North 00°26'09" East, along said west line, a distance of 23.71 feet; thence South 83°25'24" East, a distance of 128.28 feet; thence South 89°33'28" East, a distance of 187.67 feet to the east line of said East Half of Lot 5, also being the west line of Tract 19444, Filed in Book 165, Pages 4 through 5, inclusive of Maps in the Office of the County Recorder of Riverside County; thence South 00°26'01" West, along said east line, a distance of 10.00 feet to the southerly line of that certain parcel of land described in Director's Deed recorded April 28, 1964 as Instrument No. 52475, Official Records of Riverside County; thence North 89°33'28" West, along said southerly line, a distance of 315.21 feet to the **POINT OF BEGINNING**.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights, including access rights, appurtenant to grantor's remaining property, in and to said freeway.

Containing 4,026 square feet of land, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik
Janeen Nedlik, L.S. 7563
Expires 12/31/11

Date June 2, 2010

LICENSED LAND SURVEYOR
JANEEN NEDLIK
EXP. 12-31-11
No. 7563
STATE OF CALIFORNIA

08-RIV-60-PM 19.08-21457 (21457-1)

EXHIBIT "B-1"

FEE

[See Attached]

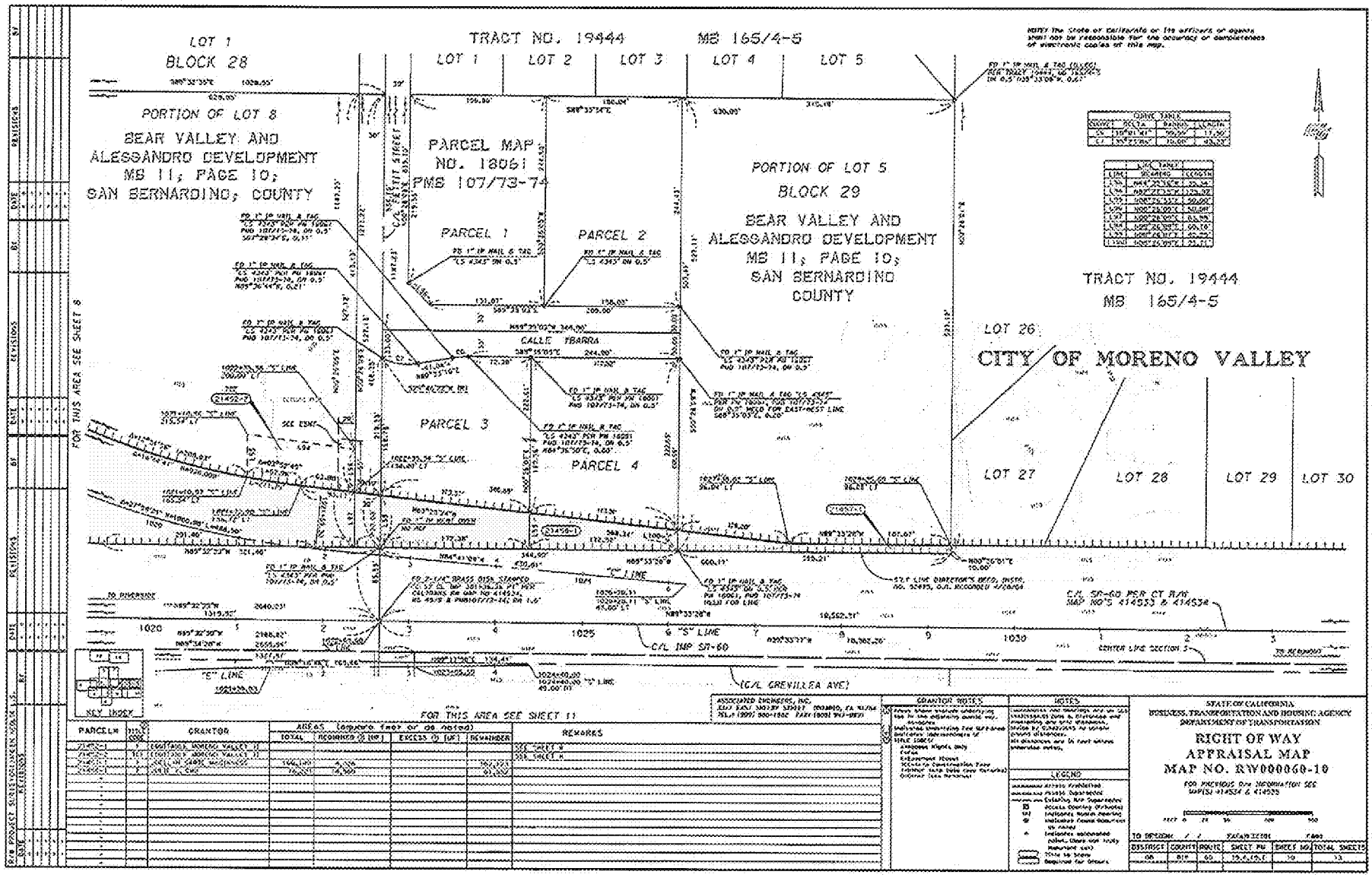
RW000060-10
LOT 1
BLOCK 28
TRACT NO. 19444
MB 165/4-5
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
PORTION OF LOT 8
BEAR VALLEY AND
ALESSANDRO DEVELOPMENT
MB 11, PAGE 10,
SAN BERNARDINO, COUNTY
PARCEL MAP
NO. 18061
PMB 107/73-74
PARCEL 1
PARCEL 2
PORTION OF LOT 5
BLOCK 29
BEAR VALLEY AND
ALESSANDRO DEVELOPMENT
MB 11, PAGE 10,
SAN BERNARDINO
COUNTY
TRACT NO. 19444
MB 165/4-5
LOT 26
CITY OF MORENO VALLEY
CALLE IBARRA
PARCEL 3
PARCEL 4
LOT 27
LOT 28
LOT 29
LOT 30
FOR THIS AREA SEE SHEET 8
FOR THIS AREA SEE SHEET 11
"S" LINE
C/L IMP 57-60
(C/L GREVILLEA AVE)
CENTER LINE SECTION 5
NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this map.
PARCEL
GRANTOR
AREAS
REMARKS
GRANTOR NOTES
NOTES
LEGEND
STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY
APPRAISAL MAP
MAP NO. RW000060-10
DISTRICT
COUNTY
ROUTE
SHEET NO
TOTAL SHEETS

FACTUAL SUMMARY TO SUPPORT
FINDINGS REQUIRED IN THE RESOLUTION NOS. 2012-63,
2012-64, 2012-65 and 2012-66

a) Notice and reasonable opportunity to appear and be heard has been given to the property owners whose names and addresses are in the last equalized assessment roll or who are known to the City as having an interest in the property affected by the proposed Resolutions of Necessity by the mailing on the Notice of Intent to Adopt Resolution of Necessity to Acquire Certain Real Property or Interest in Property by Eminent Domain on June 18, 2012, in conformance with and as required by statute. No such property owner or owner's representative has submitted a written request to appear and be heard at the designated Hearing to the City Clerk, to the retained acquisition agent or to outside counsel retained to process the eminent domain court cases. The opportunity for these owners to appear and be heard has been waived.

b) The public interest and necessity require this Project:

The SR-60/Moreno Beach Interchange and the adjoining streets have experienced rapid and heavy increases in traffic volume. Future growth of the region and development within the area will further add traffic volume to both SR-60 and the Moreno Beach Interchange. The existing right-of-way for the SR-60 Moreno Beach Interchange and for Moreno Beach Drive in the area of the Project is inadequate and insufficient to allow the full interchange and street improvements as designed. The lack of right-of-way prevents accommodation of a future bridge widening for the Moreno Beach Drive bridge that is necessary to accommodate future increases in anticipate traffic volumes.

It is also necessary to complete the interchange improvements and to improve Moreno Beach Drive to comply with the City's General Plan and Circulation Element and to provide for more efficient and safe vehicular travel.

The proposed acquisition of fee and easement interests will provide sufficient right-of-way to allow the improvement of the SR-60/Moreno Beach Interchange, to improve Moreno Beach Drive and to accommodate the future widening of the Moreno Beach Drive Bridge at the Interchange. Without the acquisition of the fee and the various easement interests the Project cannot be completed as planned and the goals and policies of the General Plan cannot be implemented.

The overall purpose of the SR-60/Moreno Beach Interchange Project is to improve the SR-60/Moreno Beach Interchange ramps through reconstruction and realignment, while providing a design that accommodates future bridge improvements. The SR-60/Moreno Beach Interchange Project will be constructed in phases and when completed will include the construction of Eastbound on/off ramps, Westbound on/off ramps and road improvements on Moreno Beach Drive that will include the replacement of the existing 2-

lane bridge with a 6-lane bridge crossing SR-60. The Project will also include construction of approximately 1,800 feet of storm drain improvements along Ironwood Avenue in the vicinity of Moreno Beach Drive, utility relocation, related drainage and shoulder improvements.

The implementation of this Project will implement the City's General Plan and the City Council's goals to create proper and free flowing streets and highways to further implement the Circulation Element of the General Plan.

It is further necessary to adopt the Resolution of Necessity to permit the City to file an eminent domain proceeding to enable the funding requirements for the Project to be met, to enable the Project to proceed as planned, and if needed to deposit the amount of probable compensation and obtain necessary orders for possession prior to judgment to allow possession of the property necessary for the Project to be obtained in a timely manner to meet the time schedule for construction of the improvements to the SR-60/Moreno Beach Interchange, Phase 2.

c) The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury:

The design of the improvements for SR-60/Moreno Beach Interchange Project in the area contemplated has been carefully considered to minimize the impact of the Project on adjacent privately owned property while addressing the need for proper traffic flow, circulation and safety and to accommodate future bridge improvements for the Moreno Beach Drive Bridge. The improvements contemplated by the Project to complete the work of the Project require the acquisition of the fee and the easement interests for the installation, operation and maintenance of the proposed interchange improvements, street improvements and for the future bridge improvements to the Moreno Beach Drive Bridge. The fee and easement interest acquisitions are designed to require the take of only the amount of property and property interests necessary for approvals of the design of the Project to accomplish and permit the construction of the Project. The Project was planned and located in such a manner that the property and property interests to be taken in the actions are vacant and no residents, businesses or agricultural uses will be displaced by the Project - thereby minimizing private injury.

d) The fee and easement interests are necessary to the Project:

The existing right-of-way for the SR-60/Moreno Beach Interchange is not large enough to allow for the construction of the proposed interchange improvements, street and highway and other planned public improvements and to accommodate the future Moreno Beach Drive Bridge improvements. The additional right-of-way is necessary to allow for the construction, operation and maintenance of the proposed interchange and street and highway and other planned public improvements. The Project will improve traffic safety and circulation in the area.

e) All required offers have been made to the property owner or owners of the property to be condemned who were identified in litigation guarantees provided to the City by a title company and whose names and addresses were on the last equalized assessment roll in conformance with and in the manner required by § 7267.2 of the Government Code and the written offers were mailed to the owner or owners on May 15, 2012.

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MV00175732

CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

a) Report by Mayor Richard A. Stewart on March Joint Powers Commission (MJPC)

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MV00175734

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	Rut
CITY MANAGER	mst

Report to City Council

TO: Mayor and City Council and the City Council Acting in its Capacity as the President and Members of the Board of Directors of the Moreno Valley Community Services District ("CSD")

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: August 28, 2012

TITLE: PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 485-081-034 BALLOTING FOR NPDES

PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 485-081-034 BALLOTING FOR CSD ZONE M

RECOMMENDED ACTION

1. Staff recommends that the Mayor and City Council accept public comments regarding the mail ballot proceeding for Assessor Parcel Number (APN) 485-081-034 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.

2. Staff recommends that the City Council, acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board") accept public comments regarding the mail ballot proceeding for APN 485-081-034 for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

To comply with the 1972 Federal Clean Water Act, Land Development, a division of the Community and Economic Development Department, conditions new development projects to participate in the appropriate NPDES regulatory rate to fund federally

mandated programs. The City Council adopted the residential regulatory rate on June 10, 2003, and the commercial/industrial regulatory rate on January 10, 2006.

The CSD was formed simultaneously with City incorporation in 1984. The designation of zones within the CSD was established to allocate the costs of special services to those parcels receiving the benefit. The City's Arterial Median Maintenance Policy, adopted by the CSD February 2003 and subsequently amended January 2006, requires that certain commercial, industrial, and multifamily developments be conditioned to fund the maintenance of arterial medians.

The Conditions of Approval for APN 485-081-034 require that a funding source be provided to help support the NPDES and the CSD Zone M programs. Approving the NPDES maximum commercial/industrial regulatory rate and the CSD Zone M annual charge through a mail ballot proceeding shall fulfill these requirements.

DISCUSSION

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, a mail ballot proceeding is being conducted to give the property owner of APN 485-081-034 ("Property Owner") the option to approve or oppose the NPDES maximum commercial/industrial regulatory rate and the annual charge for the CSD Zone M program. The Property Owner is given two opportunities to address the legislative body. These two opportunities are the Public Meeting on August 28, 2012 and the Public Hearing on September 11, 2012, when the results of the ballot proceeding will be announced.

New development projects are subject to the current NPDES Permit requirements for stormwater management as mandated by the Federal Clean Water Act. Public agencies are to obtain Permits to discharge urban stormwater runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels. If approved by the Property Owner, the City will annually inspect site design, source and treatment control Best Management Practices, monitor maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State. Provided the mail ballot is approved, the City will also be authorized to levy the NPDES maximum commercial/industrial regulatory rate on the annual property tax bill or as a monthly charge on a utility bill.

Special Districts, a division of the Public Works Department, manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. Landscape maintenance includes, but is not limited to mowing, trimming, pruning, fertilizing, replacing plant material(s) as necessary, litter removal, weed control, maintenance of the irrigation system, payment of water and electric utility charges, staff support, and other items necessary for the satisfactory

maintenance of the landscaped medians. Approved CSD Zone M annual charges are levied on the property tax bill.

The CSD Zone M annual charge was estimated based on the parcel's front linear footage to the existing Perris Blvd. median. Upon approval of the charge, APN 485-081-034 will be subject to the annual charge. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

ALTERNATIVES

1. **Accept public comments** regarding the mail ballot proceeding for APN 485-081-034 for approval of the NPDES maximum commercial/industrial regulatory rate and for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance). *By accepting public comment, the City complies with Proposition 218 state statutes for providing public comment.*

2. **Do not accept public comments** regarding the mail ballot proceeding for APN 485-081-034 for approval of the NPDES maximum commercial/industrial regulatory rate and for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance). *This alternative would be contrary to state statutes and would require the noticing period for the mail ballot proceeding to begin again.*

FISCAL IMPACT

For fiscal year (FY) 2012/13, the NPDES annual regulatory rate and estimated CSD Zone M charge is as follows:

Project	NPDES Maximum Commercial/Industrial Rate	CSD Zone M Annual Charge
APN 485-081-034 (and any division thereof)	$218	$850.68

Beginning in FY 2013/14, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

The NPDES rates collected from property owners support the current Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. **Funds collected from the NPDES rates are restricted for use only within the Stormwater Management program.**

The CSD Zone M annual charge, paid by the adjacent new developments, provides funding for the maintenance of improved medians within the CSD. The property owner of APN 485-081-034 is being balloted to provide a funding source for the maintenance costs of an existing median. The CSD Zone M charge will offset a portion of the funds collected from the contributing parcels adjacent to this median. **Collection of the CSD Zone M annual charges are restricted for use for the maintenance and administration of the improved medians within the CSD Zone M program.**

CITY COUNCIL GOALS

Advocacy
Management of the stormwater will ensure that water pollutants are discharged in compliance with federal mandates and City policies.

Community Image, Neighborhood Pride, and Cleanliness
The Zone M program allows the CSD an opportunity to maintain the appearance of developed areas within the City.

Revenue Diversification and Preservation
The CSD Zone M annual charge and the NPDES maximum commercial/industrial regulatory rate provide funding for program costs, which include maintenance and administration.

SUMMARY

The action before the City Council/CSD Board is to accept public comments regarding the mail ballot proceeding for APN 485-081-034.

NOTIFICATION

The Property Owner was given the required 45-day noticing period to review the ballot documents. The documents included a notice to the property owner, map of the project area, the NPDES commercial/industrial rate schedule, NPDES and Zone M ballots, instructions for marking and returning the ballots, and two postage-paid envelopes for returning the ballots to the City Clerk. (See Attachment 1.)

Newspaper advertising for the August 28, 2012, Public Meeting and September 11, 2012, Public Hearing was published in The Press-Enterprise on August 9, 2012. Additionally, the Public Hearing notification was published on August 23 and will be published again on August 30, 2012.

ATTACHMENTS

Attachment 1: Mail Ballot Packet for APN 485-081-034

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Ahmad R. Ansari, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Concurred by:
Mark Sambito,
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00175740

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Professors Fund IV
Attention: Bob Emri
990 Highland Dr., Suite 204
Solana Beach, CA 92075

July 5, 2012

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APN 485-081-034

******* OFFICIAL BALLOTS ENCLOSED *******

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of Assessor Parcel Number (APN) 485-081-034 the opportunity to express support or opposition for the approval of the NPDES regulatory rate and services and for inclusion into and approval of the annual charge for the CSD Zone M program.

Background

NPDES Maximum Commercial/Industrial Regulatory Rate

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

The CSD was formed simultaneously with City incorporation and established Zones to allocate the costs of special benefit services to those parcels designated to receive selective programs. The CSD Zone M program provides ongoing maintenance to improved medians adjacent to commercial, industrial, and multifamily developments in designated areas of the City. Commercial, industrial, and multifamily developments along designated arterial streets are conditioned to participate in the improved median maintenance program in compliance with the Citywide Arterial Median Maintenance Policy approved by the CSD Board in March 2003 and revised in January 2006.

ATTACHMENT 1

Services Provided

NPDES Maximum Commercial/Industrial Regulatory Rate
In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge
Special Districts' staff manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. The CSD Zone M annual charge was established to cover administration and service costs for the landscape maintenance. Services include, but are not limited to: trimming, pruning, fertilizing, replacing plant material(s) as necessary, litter removal, weed control, maintenance of the irrigation system, payment of water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

How is the Amount of the Charge Determined?

NPDES Maximum Commercial/Industrial Regulatory Rate
Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owner.

CSD Zone M Charge
The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 485-081-034 is subdivided in the future. The charge levied shall not exceed the charge previously approved by the property owner.

Proposed Charge

NPDES Maximum Commercial/Industrial Regulatory Rate
For FY 2012/13, the NPDES maximum commercial/industrial regulatory rate is $218 per parcel. The total amount of the NPDES rates levied for FY 2011/12 for the program as a whole was $396,356.

CSD Zone M Charge
The CSD Zone M annual charge for FY 2012/13 for the existing Perris Blvd. median is $850.68. The total amount of the CSD Zone M charges levied for FY 2011/12 for the program as a whole was $156,303.84.

Annual Adjustment

NPDES Maximum Commercial/Industrial Regulatory Rate
Beginning in FY 2013/14, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

CSD Zone M Charge
Beginning in FY 2013/14, the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 485-081-034 (and any division thereof) and shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. Upon approval, the CSD Zone M charge shall be placed on the Riverside County property tax bill. The NPDES Maximum Commercial/Industrial regulatory rate and the CSD Zone M charge will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City/CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Meeting	**Public Hearing**
Tuesday, August 28, 2012 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, September 11, 2012 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk/Secretary of the CSD Board of Directors in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges are Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate will be confirmed if the ballot is marked in favor of the NPDES rate. Inclusion into the CSD Zone M program and approval of the annual charge will be confirmed if the ballot is marked in favor of the annual charge.

Effect if Inclusion into and Approval of the Charges are Not Approved

NPDES Maximum Commercial/Industrial Regulatory Rate

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements shall result in noncompliance with the Conditions of Approval. If the returned valid ballot is marked opposing the NPDES rate, then the rate will not be levied on the property tax bill.

CSD Zone M Charge

If the returned valid ballot is marked opposing the CSD Zone M annual charge, then the annual charge will not be levied on the property tax bill and noncompliance of the Conditions of Approval shall result.

For More Information

If you have any questions about the proposed programs, the annual charges, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Completing Your Ballot

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and

return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the two enclosed ballots in support of or opposition to the proposed programs and annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, September 11, 2012**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property**. **Initials must be clearly printed and placed at the right top corner of the revised selection**.

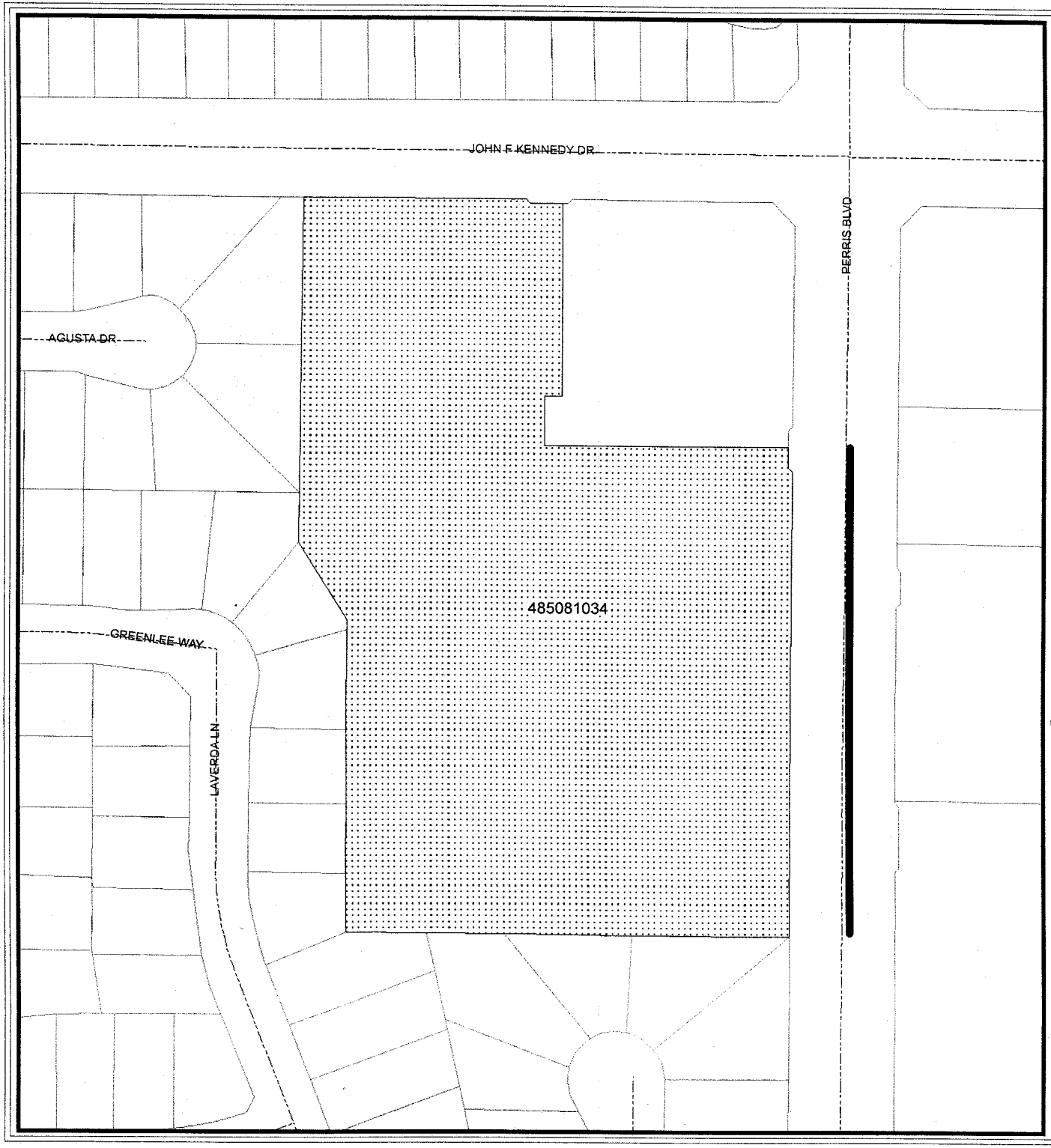

Tentative Parcel Map 36449

Median
Landscaped Areas

APN

485081034
Roads
Parcels
City Boundary

Map reflects all changes indicated on Riverside County Assessor Maps as of July 2, 2012.

N

0 87 174 261 348 Feet

G:\AVP\SDA\Family Dollar PA11-0041.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
NPDES Administration			**Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance**		
(Not covered by CSA 152) Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.		
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics					
PROPOSED PARCEL RATE	**Per Month** **$2.67**	**Per Year** **$32.00**	**PROPOSED PARCEL RATE**	**Per Month** **$12.58**	**Per Year** **$151.00**

Inflation Factor Adjustments

FY 2006/2007 - 4.5% = ($33.00 & $158.00)
FY 2007/2008 - 3.1% = ($34.00 & $163.00)
FY 2008/2009 - 4.2% = ($35.00 & $170.00)
FY 2009/2010 - no change = ($35.00 & $170.00)
FY 2010/2011 - no change = ($35.00 & $170.00)
FY 2011/2012 - 3.8% = ($36.00 & $176.00)
FY 2012/2013 - 2.7% = ($37.00 & $181.00)

MV00175746

OFFICIAL MAIL BALLOT for
Assessor Parcel Number (APN) 485-081-034

National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate

YES* — as property owner of APN 485-081-034, **I approve** the NPDES maximum commercial/industrial regulatory rate and services. For fiscal year (FY) 2012/13, the NPDES maximum commercial/industrial regulatory rate is $218 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2013/14, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APN 485-081-034, **I do not approve** the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
485-081-034 (and any division thereof)	☐	☐	$218

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on September 11, 2012, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

OFFICIAL MAIL BALLOT for
Assessor Parcel Number (APN) 485-081-034

Moreno Valley Community Services District (CSD) Zone M
(Commercial, Industrial, and Multifamily Improved Median Maintenance)

YES* — as the property owner of APN 485-081-034, **I approve** the fiscal year (FY) 2012/13 CSD Zone M charge of $850.68 for the existing Perris Blvd. median. Beginning FY 2013/14, the annual CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. Upon approval, the CSD Zone M charge shall be placed on the Riverside County property tax bill. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

NO** — as the property owner of APN 485-081-034, **I do not approve** the CSD Zone M annual parcel charge. I understand that not incorporating said APN into the CSD Zone M program shall result in noncompliance with the project's Conditions of Approval. The CSD Zone M charge shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge
485-081-034 (and any division thereof)	☐	☐	$850.68

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on September 11, 2012, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and the City Council Acting in its Capacity as the President and Members of the Board of Directors of the Moreno Valley Community Services District ("CSD")

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: August 28, 2012

TITLE: PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 485-081-034 BALLOTING FOR NPDES

PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 485-081-034 BALLOTING FOR CSD ZONE M

RECOMMENDED ACTION

1. Staff recommends that the Mayor and City Council accept public comments regarding the mail ballot proceeding for Assessor Parcel Number (APN) 485-081-034 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.

2. Staff recommends that the City Council, acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board") accept public comments regarding the mail ballot proceeding for APN 485-081-034 for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

To comply with the 1972 Federal Clean Water Act, Land Development, a division of the Community and Economic Development Department, conditions new development projects to participate in the appropriate NPDES regulatory rate to fund federally

mandated programs. The City Council adopted the residential regulatory rate on June 10, 2003, and the commercial/industrial regulatory rate on January 10, 2006.

The CSD was formed simultaneously with City incorporation in 1984. The designation of zones within the CSD was established to allocate the costs of special services to those parcels receiving the benefit. The City's Arterial Median Maintenance Policy, adopted by the CSD February 2003 and subsequently amended January 2006, requires that certain commercial, industrial, and multifamily developments be conditioned to fund the maintenance of arterial medians.

The Conditions of Approval for APN 485-081-034 require that a funding source be provided to help support the NPDES and the CSD Zone M programs. Approving the NPDES maximum commercial/industrial regulatory rate and the CSD Zone M annual charge through a mail ballot proceeding shall fulfill these requirements.

DISCUSSION

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, a mail ballot proceeding is being conducted to give the property owner of APN 485-081-034 ("Property Owner") the option to approve or oppose the NPDES maximum commercial/industrial regulatory rate and the annual charge for the CSD Zone M program. The Property Owner is given two opportunities to address the legislative body. These two opportunities are the Public Meeting on August 28, 2012 and the Public Hearing on September 11, 2012, when the results of the ballot proceeding will be announced.

New development projects are subject to the current NPDES Permit requirements for stormwater management as mandated by the Federal Clean Water Act. Public agencies are to obtain Permits to discharge urban stormwater runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels. If approved by the Property Owner, the City will annually inspect site design, source and treatment control Best Management Practices, monitor maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State. Provided the mail ballot is approved, the City will also be authorized to levy the NPDES maximum commercial/industrial regulatory rate on the annual property tax bill or as a monthly charge on a utility bill.

Special Districts, a division of the Public Works Department, manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. Landscape maintenance includes, but is not limited to mowing, trimming, pruning, fertilizing, replacing plant material(s) as necessary, litter removal, weed control, maintenance of the irrigation system, payment of water and electric utility charges, staff support, and other items necessary for the satisfactory

maintenance of the landscaped medians. Approved CSD Zone M annual charges are levied on the property tax bill.

The CSD Zone M annual charge was estimated based on the parcel's front linear footage to the existing Perris Blvd. median. Upon approval of the charge, APN 485-081-034 will be subject to the annual charge. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

ALTERNATIVES

1. **Accept public comments** regarding the mail ballot proceeding for APN 485-081-034 for approval of the NPDES maximum commercial/industrial regulatory rate and for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance). *By accepting public comment, the City complies with Proposition 218 state statutes for providing public comment.*

2. **Do not accept public comments** regarding the mail ballot proceeding for APN 485-081-034 for approval of the NPDES maximum commercial/industrial regulatory rate and for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance). *This alternative would be contrary to state statutes and would require the noticing period for the mail ballot proceeding to begin again.*

FISCAL IMPACT

For fiscal year (FY) 2012/13, the NPDES annual regulatory rate and estimated CSD Zone M charge is as follows:

Project	NPDES Maximum Commercial/Industrial Rate	CSD Zone M Annual Charge
APN 485-081-034 (and any division thereof)	$218	$850.68

Beginning in FY 2013/14, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

The NPDES rates collected from property owners support the current Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. **Funds collected from the NPDES rates are restricted for use only within the Stormwater Management program.**

The CSD Zone M annual charge, paid by the adjacent new developments, provides funding for the maintenance of improved medians within the CSD. The property owner of APN 485-081-034 is being balloted to provide a funding source for the maintenance costs of an existing median. The CSD Zone M charge will offset a portion of the funds collected from the contributing parcels adjacent to this median. **Collection of the CSD Zone M annual charges are restricted for use for the maintenance and administration of the improved medians within the CSD Zone M program.**

CITY COUNCIL GOALS

Advocacy
Management of the stormwater will ensure that water pollutants are discharged in compliance with federal mandates and City policies.

Community Image, Neighborhood Pride, and Cleanliness
The Zone M program allows the CSD an opportunity to maintain the appearance of developed areas within the City.

Revenue Diversification and Preservation
The CSD Zone M annual charge and the NPDES maximum commercial/industrial regulatory rate provide funding for program costs, which include maintenance and administration.

SUMMARY

The action before the City Council/CSD Board is to accept public comments regarding the mail ballot proceeding for APN 485-081-034.

NOTIFICATION

The Property Owner was given the required 45-day noticing period to review the ballot documents. The documents included a notice to the property owner, map of the project area, the NPDES commercial/industrial rate schedule, NPDES and Zone M ballots, instructions for marking and returning the ballots, and two postage-paid envelopes for returning the ballots to the City Clerk. (See Attachment 1.)

Newspaper advertising for the August 28, 2012, Public Meeting and September 11, 2012, Public Hearing was published in The Press-Enterprise on August 9, 2012. Additionally, the Public Hearing notification was published on August 23 and will be published again on August 30, 2012.

ATTACHMENTS

Attachment 1: Mail Ballot Packet for APN 485-081-034

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Ahmad R. Ansari, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Concurred by:
Mark Sambito,
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00175754

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Professors Fund IV
Attention: Bob Emri
990 Highland Dr., Suite 204
Solana Beach, CA 92075

July 5, 2012

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APN 485-081-034

******* OFFICIAL BALLOTS ENCLOSED *******

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of Assessor Parcel Number (APN) 485-081-034 the opportunity to express support or opposition for the approval of the NPDES regulatory rate and services and for inclusion into and approval of the annual charge for the CSD Zone M program.

Background

NPDES Maximum Commercial/Industrial Regulatory Rate

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

The CSD was formed simultaneously with City incorporation and established Zones to allocate the costs of special benefit services to those parcels designated to receive selective programs. The CSD Zone M program provides ongoing maintenance to improved medians adjacent to commercial, industrial, and multifamily developments in designated areas of the City. Commercial, industrial, and multifamily developments along designated arterial streets are conditioned to participate in the improved median maintenance program in compliance with the Citywide Arterial Median Maintenance Policy approved by the CSD Board in March 2003 and revised in January 2006.

ATTACHMENT 1

Services Provided

NPDES Maximum Commercial/Industrial Regulatory Rate
In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge
Special Districts' staff manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. The CSD Zone M annual charge was established to cover administration and service costs for the landscape maintenance. Services include, but are not limited to: trimming, pruning, fertilizing, replacing plant material(s) as necessary, litter removal, weed control, maintenance of the irrigation system, payment of water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

How is the Amount of the Charge Determined?

NPDES Maximum Commercial/Industrial Regulatory Rate
Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owner.

CSD Zone M Charge
The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 485-081-034 is subdivided in the future. The charge levied shall not exceed the charge previously approved by the property owner.

Proposed Charge

NPDES Maximum Commercial/Industrial Regulatory Rate
For FY 2012/13, the NPDES maximum commercial/industrial regulatory rate is $218 per parcel. The total amount of the NPDES rates levied for FY 2011/12 for the program as a whole was $396,356.

CSD Zone M Charge
The CSD Zone M annual charge for FY 2012/13 for the existing Perris Blvd. median is $850.68. The total amount of the CSD Zone M charges levied for FY 2011/12 for the program as a whole was $156,303.84.

Annual Adjustment

NPDES Maximum Commercial/Industrial Regulatory Rate
Beginning in FY 2013/14, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

CSD Zone M Charge
Beginning in FY 2013/14, the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 485-081-034 (and any division thereof) and shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. Upon approval, the CSD Zone M charge shall be placed on the Riverside County property tax bill. The NPDES Maximum Commercial/Industrial regulatory rate and the CSD Zone M charge will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City/CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Meeting	Public Hearing
Tuesday, August 28, 2012 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, September 11, 2012 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk/Secretary of the CSD Board of Directors in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges are Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate will be confirmed if the ballot is marked in favor of the NPDES rate. Inclusion into the CSD Zone M program and approval of the annual charge will be confirmed if the ballot is marked in favor of the annual charge.

Effect if Inclusion into and Approval of the Charges are Not Approved

NPDES Maximum Commercial/Industrial Regulatory Rate

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements shall result in noncompliance with the Conditions of Approval. If the returned valid ballot is marked opposing the NPDES rate, then the rate will not be levied on the property tax bill.

CSD Zone M Charge

If the returned valid ballot is marked opposing the CSD Zone M annual charge, then the annual charge will not be levied on the property tax bill and noncompliance of the Conditions of Approval shall result.

For More Information

If you have any questions about the proposed programs, the annual charges, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Completing Your Ballot

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and

return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the two enclosed ballots in support of or opposition to the proposed programs and annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, September 11, 2012**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

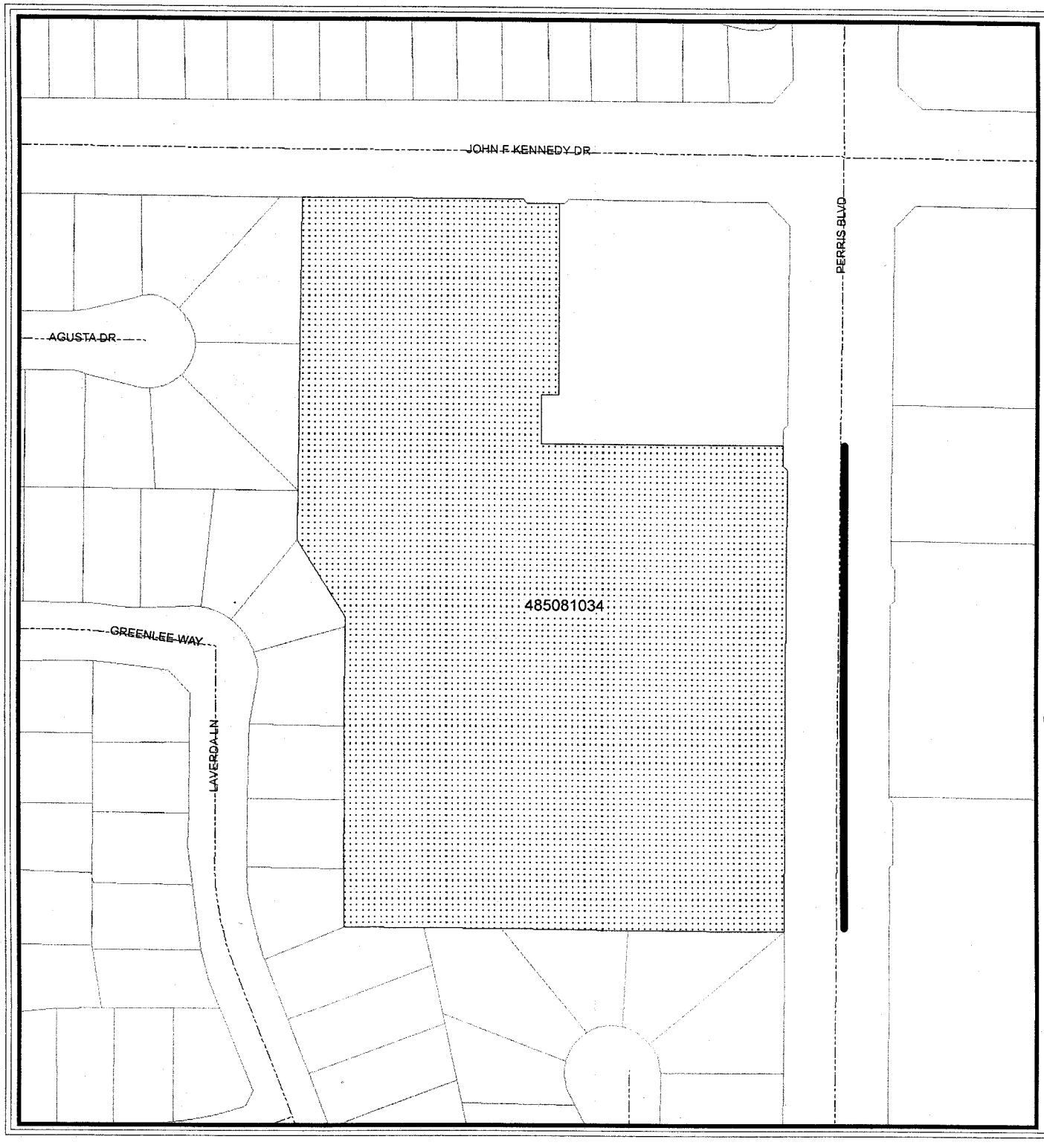

Tentative Parcel Map 36449

Median

Landscaped Areas

APN

485081034

Roads

Parcels

City Boundary

Map reflects all changes indicated on Riverside County Assessor Maps as of July 2, 2012.

N

0 87 174 261 348 Feet

G:\AVP\SDA\Family Dollar PA11-0041.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
NPDES Administration			**Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance**		
(Not covered by CSA 152) Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.		
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics					
PROPOSED PARCEL RATE	**Per Month** **$2.67**	**Per Year** **$32.00**	**PROPOSED PARCEL RATE**	**Per Month** **$12.58**	**Per Year** **$151.00**

Inflation Factor Adjustments

FY 2006/2007 - 4.5% = ($33.00 & $158.00)
FY 2007/2008 - 3.1% = ($34.00 & $163.00)
FY 2008/2009 - 4.2% = ($35.00 & $170.00)
FY 2009/2010 - no change = ($35.00 & $170.00)
FY 2010/2011 - no change = ($35.00 & $170.00)
FY 2011/2012 - 3.8% = ($36.00 & $176.00)
FY 2012/2013 - 2.7% = ($37.00 & $181.00)

MV00175760

OFFICIAL MAIL BALLOT for
Assessor Parcel Number (APN) 485-081-034

National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate

YES* — as property owner of APN 485-081-034, **I approve** the NPDES maximum commercial/industrial regulatory rate and services. For fiscal year (FY) 2012/13, the NPDES maximum commercial/industrial regulatory rate is $218 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2013/14, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APN 485-081-034, **I do not approve** the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
485-081-034 (and any division thereof)	☐	☐	$218

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on September 11, 2012, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

OFFICIAL MAIL BALLOT for
Assessor Parcel Number (APN) 485-081-034

Moreno Valley Community Services District (CSD) Zone M
(Commercial, Industrial, and Multifamily Improved Median Maintenance)

YES* — as the property owner of APN 485-081-034, **I approve** the fiscal year (FY) 2012/13 CSD Zone M charge of $850.68 for the existing Perris Blvd. median. Beginning FY 2013/14, the annual CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. Upon approval, the CSD Zone M charge shall be placed on the Riverside County property tax bill. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

NO** — as the property owner of APN 485-081-034, **I do not approve** the CSD Zone M annual parcel charge. I understand that not incorporating said APN into the CSD Zone M program shall result in noncompliance with the project's Conditions of Approval. The CSD Zone M charge shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge
485-081-034 (and any division thereof)	☐	☐	$850.68

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on September 11, 2012, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: August 28, 2012

TITLE: DRAFT ENERGY EFFICIENCY AND CLIMATE ACTION STRATEGY

RECOMMENDED ACTION

Staff recommends that the City Council review the policies in the attached Draft Energy Efficiency and Climate Action Strategy Document and provide direction to staff in formulating a final document for consideration and approval.

BACKGROUND

At its Joint Study Session of April 3, 2012, the City Council and the Planning Commission reviewed an early draft and gave direction on the continued preparation of the Energy Efficiency and Climate Action Strategy. The main direction at that meeting was for staff to reach out to the public for input. There was also discussion regarding focusing on policies that will not stunt development, and the City leading by example in implementing best practices for energy efficiency and greenhouse gas reduction. In addition, City Council and Planning Commission asked Staff to present the Strategy document as a discussion item at a Planning Commission meeting and at a City Council meeting for further review before being scheduled as a formal public hearing item.

DISCUSSION

The City received funding under the Federal Stimulus Package Energy Efficiency and Conservation Block Grant to undertake several projects and initiatives to reduce the City organization's energy use and consequently its greenhouse gas emissions. The funding covers the cost of the Energy Efficiency and Climate Action Strategy, including a Greenhouse Gas Analysis for the City.

The Strategy is intended to assist with the City's compliance with State initiatives to address the implementation of Assembly Bill 32 and Senate Bill 375, both aimed at reducing greenhouse gas emissions in California. SB 375 calls for the preparation of a Sustainable Communities Plan (SCS) by each Council of Governments. Moreno Valley is part of the SCS prepared by the Southern California Council of Governments (SCAG). The SCS assesses current development and future plans, as represented in the adopted general plans of communities to ensure a certain level of greenhouse gas emissions on an area-wide basis. AB 32 establishes a statewide greenhouse gas emissions cap which requires emissions to be reduced to 1990 levels by the year 2020. The bill includes mandatory reporting rules, adoption of a plan and regulations to achieve the maximum technologically feasible and cost-effective reductions in greenhouse gas emissions, including provisions for using both market mechanisms and alternative compliance mechanisms.

The Energy Efficiency and Climate Action Strategy includes potential programs and policies to reduce overall City energy use, increase the use of renewable energy, and identify the life cycle costs of future City projects. Life cycle cost looks at the full cost of projects including initial construction and long term maintenance to assess the feasibility of energy efficiency upgrades balancing higher upfront costs with lower operational costs. The Strategy prioritizes implementation of programs, policies, and projects based upon energy efficiency, cost efficiency and potential resources. The Greenhouse Gas Analysis provides more of a scientific approach and recommends a target to reduce community-wide GHG emissions by 15% from 2007 levels by 2020, consistent with the State reduction goals in AB 32. The recommendations of the Analysis have been incorporated as programs in the Strategy.

The City direction with the Strategy is to lead by example in the implementation of best practices for energy efficiency. The Strategy is broken up into two main parts: Section I Energy Efficiency (City Facilities) and Section II Climate Action Strategy (Community-wide). Within the Energy Efficiency section, the first category is called out as Current Energy Efficient Practices. These practices are categorized into Electricity, Water, Recycling and Diversion, Alternative Fuels, and Education. The current practices list includes what the City is currently doing to be more energy efficient. Next the Proposed Energy Efficiency Policies section provides a comprehensive table of energy reduction measures. The energy measures are categorized into Energy use, Water use, Recycling and Diversion, Alternative Transportation, Renewable Energy, and Greenhouse Gas Emissions. The anticipated level of Cost Effectiveness and the Lead City Division on the policy is also listed.

In Section II Climate Action Strategy, there is also a comprehensive table of energy reduction measures that apply on a community-wide basis. The energy measures are categorized into the same order as Section I.

The City has been proactive in leading by example in a number of ways. A couple of examples of this are: the City has retrofitted all of the fluorescent bulbs in Internally Illuminated Street Name Signs with LED light engines that enhance visibility, street

safety, and last longer. Annual cost savings of about 50% will be realized with the retrofit due to less use of electricity and less maintenance due to longer life expectancy of the LED. Capital Projects has used rubberized asphalt concrete on City street projects when cost is comparable to regular asphalt concrete. Recycled tires are used. Advantages include reduced road noise, reduced breaking distance, and slightly longer life to road surface. There are some limitations on where it may be installed. Another way the City is being proactive is maintaining its Community Partnership program with Southern California Edison, the Gas Company, and Moreno Valley Electric Utility through the Energy Coalition. The City also provides energy efficiency outreach by placing poster boards in the Parks and Recreation and City Library buildings that promote potential energy rebates, and energy reducing tips. In addition to the partnership with the Energy Coalition the City has created a G.R.E.E.N. (Getting Residents Energy Efficient Now) website that encourages residents to become more energy efficient in their homes, and has web links to other energy websites.

Since the joint study session meeting, public outreach efforts consisted of using the resources that the City has available such as the City website, MVTV3, Environmental Historical Preservation Board (EHPB), and the City's partnership with the Energy Coalition and interaction with WRCOG. Staff first reached out to the local high schools, but the schools likely did not respond due to it being too late in the school year to program class involvement. Staff also met with EHPB on May 14, 2012 to review the Strategy. During the meeting EHPB discussed the possibility of having harvestable landscape on bigger projects such as large industrial projects, the Skechers building was given as an example. Other items discussed were having street signs that direct the public to alternative fueling stations, having the City encourage the use of green building materials, and recognizing businesses that are energy efficient and the products that they produce. These suggestions have been included in the draft Strategy. Later a public outreach meeting was held on June 7, 2012, and promoted by sending a press release, and putting links to the Energy Efficiency and Climate Action Strategy and the Greenhouse Gas Analysis on the City's main website and on the G.R.E.E.N. website. Staff also made flyers to promote future public meetings on the Strategy and had the flyer advertised on MVTV3. Despite these promotional activities, only one person from the public was present at the public outreach meeting.

The Strategy was also put on the Planning Commission agenda as a discussion item on June 28, 2012 and August 23, 2012. The main points that came out of the June 28, 2012, meeting were that document should be focus on the most effective programs and policies and eliminate any repetition. Staff is currently working to further hone in on reducing redundancy in the Strategy. The outcome of the August 23, 2012, meeting will be in staff's presentation to City Council.

The above-referenced activities are an overview of the efforts of the Energy Efficiency and Climate Action Strategy. Staff is looking for any additional direction the City Council may have on the draft Energy Efficiency and Climate Action policies prior to finalizing the Energy Efficiency and Climate Action Strategy for formal public hearings and action by the Planning Commission and City Council.

NOTIFICATION

Listing on the City Council Agenda.

ATTACHMENTS/EXHIBITS

1. Draft Energy Efficiency and Climate Action Strategy Document
2. Greenhouse Gas Analysis

Prepared By:
Gabriel Diaz
Associate Planner

Department Head Approval:
Barry Foster
Community & Economic Development Director

Concurred By:
John C. Terell
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

August 2012
DRAFT for City Council Review and Comment

City of Moreno Valley
Energy Efficiency and Climate Action Strategy

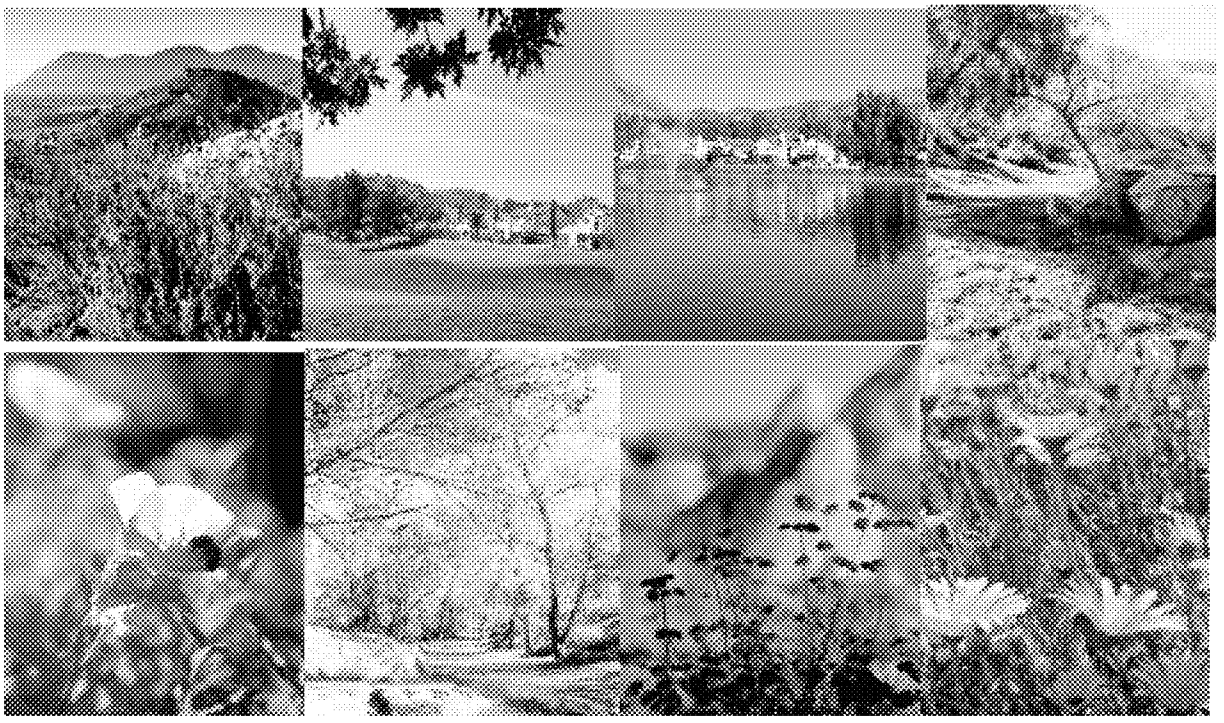

Draft prepared by the City of Moreno Valley Planning Division and the Energy Efficiency and Conservation Task Force

ATTACHMENT 1

Item No. G.4

MV00175767

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Summary

The City of Moreno Valley recognizes the impact of global climate change from carbon dioxide emissions arising from the activities of the City organization as well as the community's residents, businesses and visitors. Furthermore, the City recognizes the benefits achieved through energy and resource efficiency measures in reducing the community's carbon dioxide emissions as well as improving air quality, energy reliability and economic well-being in the City and region. The City recognizes the need to reduce our energy use and greenhouse gas emissions and become a more sustainable community. The City of Moreno Valley Energy Efficiency and Climate Action Strategy (hereafter referred to as "Strategy") is a policy document which identifies ways that the City of Moreno Valley can reduce energy and water consumption and greenhouse gas emissions as an organization (its employees and the operation of its facilities) and outlines the actions that the City can encourage and community members can employ to reduce their own energy and water consumption and greenhouse gas emissions.

Introduction

The City of Moreno Valley's Energy Efficiency and Climate Action Strategy main objectives are to reduce the environmental impact and fiscal impact of energy usage and greenhouse gas emissions in municipal facilities and within the community. The genesis of the Strategy is the Federal Energy Efficiency and Conservation Block Grant awarded to the City to implement energy efficiency projects and strategies for the City as an organization. At the request of the City Council, the scope of the grant was expanded to include the preparation of a climate action strategy. With City Council support, City staff has applied for energy efficiency grants. In June 2010 the City was awarded a $375,000 (SCE) Southern California Edison Strategic Solicitation for the purpose of expanding the scope of the Strategy and its implementation, including the preparation of a greenhouse gas inventory for the community.

The Strategy is intended to be a comprehensive living policy document for the City organization and the community to address energy and water conservation and effects of climate change. The Strategy is organized into two main sections: Energy Efficiency (City as an organization) and Climate Action (City as a community). The Strategy also contains a Greenhouse Gas Analysis component. The Greenhouse Gas Analysis is also separated into two parts, the City as an organization and the City as a community.

The City realizes the challenges the community may face due to climate change and excess energy and water consumption. With the implementation of energy and water conservation and greenhouse gas reduction measures, training and public awareness, the expected results are the reduction of greenhouse gas emissions and energy and water consumption. In implementing the Strategy, the City's General Plan may need to be updated to reference the Strategy for guidance on energy efficiency and greenhouse gas reduction.

In recent years, the State of California adopted several bills to address energy and climate issues, Assembly Bill 32 and Senate Bill 375.

Assembly Bill 32 establishes a statewide greenhouse gas emissions cap which requires emissions to be reduced to 1990 levels by the year 2020. The bill includes mandatory

reporting rules, adoption of a plan and regulations to achieve the maximum technologically feasible and cost-effective reductions in greenhouse gas emissions, including provisions for using both market mechanisms and alternative compliance mechanisms. Greenhouse gases, as defined under AB 32, include carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride. The Air Resources Board (ARB) is the State agency charged with monitoring and regulating emissions of greenhouse gases. Under the current "business as usual" scenario, statewide emissions are increasing at a rate of approximately 1% per year as noted below.

California Senate Bill 375 provides emission-reducing goals so regions can plan to integrate disjointed planning and provide incentives for local governments and developers to follow new conscientiously-planned growth patterns. SB 375 enhances the Air Resources Board's (ARB) ability to reach AB 32 goals. For California to reach its greenhouse gas reduction goals, communities must address how they grow. This law directs the ARB to set greenhouse gas reduction targets for regions of the state and work with California's 18 metropolitan planning organizations (MPOs) to align their transportation, housing, and regional land-use plans with greenhouse gas reductions in mind. SB 375 has three goals: (1) to use the regional transportation planning process to help achieve Assembly Bill 32 goals; (2) to use CEQA streamlining as an incentive to encourage residential projects which help achieve AB 32 goals to reduce greenhouse gas emissions (GHG); and (3) to coordinate the regional housing needs allocation process with the regional transportation planning process to reduce vehicle miles traveled. SB 375 will be responsible for reshaping the face of California's communities into more sustainable, walkable communities with alternative transportation options and increased quality of life.

Overview of Energy Efficiency

The Energy Efficiency section's primary focus is to identify potential energy efficiency measures for the City as an organization, both those that have been implemented and those that could be implemented in the future. In addition, the document provides direction and policies to ensure the most effective, practical, and affordable, energy use practices are implemented.

Overview of Climate Action

The focus of the Climate Action section is to promote measures similar to those identified in the Energy Efficiency section and additional measures that can be implemented by the community's residents and businesses to reduce greenhouse gas emissions on a community-wide basis. The Climate Action Strategy includes an analysis of existing and future greenhouse gas emissions community wide and provides a set of policies to guide efforts to reduce greenhouse gas emissions to meet or exceed State requirements without unduly compromising other community goals.

Overview of the Greenhouse Gas Analysis

The analysis was completed under the premise that the City and the community it represents are uniquely capable of addressing emissions associated with sources under the City's jurisdiction. The City's emission reduction efforts should coordinate with the

state strategies in order to accomplish emission reductions in an efficient and cost effective manner. The City developed this document with the following purposes in mind:

- Create a GHG baseline from which to benchmark GHG reductions;
- Provide a plan that is consistent with and complementary to: the GHG emissions reduction efforts being conducted by the State of California through the Global Warming Solutions Act (AB 32); the Federal Government through the actions of the Environmental Protection Agency; and the global community through the Kyoto Protocol; and
- Guide the development, enhancement, and implementation of actions that reduce GHG emissions.

This report establishes 2010 as the year on which to base the existing inventory; this is the most recent year for which reliable data concerning the City's residential, commercial, and government operations are available. Sources of emissions include transportation, electricity and natural gas use, landscaping, water and wastewater pumping and treatment, and treatment and decomposition of solid waste. The 2007 inventory represents conditions prior to the economic recession and will be used to set the target for reducing emissions by the year 2020. The 2010 inventory was calculated using the most recent data available. The 2010 inventory serves as a reference against which to measure the City's progress towards reducing GHG emissions since 2007 and into the future, and also serves as documentation for potential emission trading opportunities.

Moreno Valley's 2010 municipal operations inventory includes sources and quantities of GHG emissions from government owned or rented buildings, facilities, vehicles, and equipment. The community-wide emissions inventory identifies and categorizes the major sources and quantities of GHG emissions being produced by residents, businesses, and municipal operations taking place in the City of Moreno Valley using the best available data. By having the municipal emissions separated from the community as a whole, the local government can implement reduction strategies where it has direct control, closely monitor the changes in emissions over time, and set an example for the rest of the City.

2010 Municipal Emissions Inventory

Table 3-1 2010 Municipal Data Inputs

Category	Data Input	Data Source
Electricity (kWh)	9,937,015 3,847,738	SCE MVU
Natural Gas (therms)	90,651	SCG
Vehicle Fleet *Gasoline(gallons)* *Diesel (gallons)*	 77,325 28,544	Fleet Manager Special Districts
Equipment *Gasoline(gallons)* *Diesel (gallons)*	 2,118 2,208	Parks Division Special Districts
Employee Commute (responses)	141	Employee Survey

The community-wide inventory represents all emissions from sources located with the jurisdictional boundaries of the City of Moreno Valley. Therefore, the municipal emissions described in the previous section are a subset of the community-wide inventories presented here. In 2010, the City of Moreno Valley emitted a total of 920,657 MT CO_2e from the community as a whole. The following sections describe the data inputs, emissions by source, and emissions by land use in 2010.

2010 Community-Wide Emissions Inventory

Table 3-5 2010 Community-Wide Data Inputs		
Category	**Data Input**	**Data Source**
Electricity (kWh)	633,215,207 62,138,000	SCE MVU
Natural Gas (therms)	26,266,326	SCG
Transportation		
Annual Vehicle Miles Traveled	1,077,909,543	City Traffic Engineer
Annual Trips	110,098,975	
Area Source (based on land use)		
SFR (units)	42,642	
MFR (units)	9,387	City Planning
Commercial (ksf)	8,325	
Industrial (ksf)	12,695	
Solid Waste (tons)	144,824	CIWMB
Water (AF)	26,183 87	EMWD Box Springs Mutual

With the implementation of GHG reduction measures, Moreno Valley is projected to reduce its community-wide emissions to a total of 798,137 MT CO_2e, which is 556 MT CO_2e below the 2020 reduction target. This is a decrease of 38.5 percent from the City's 2020 BAU emissions inventory and 13 percent from the 2010 emissions. The reduction measures reduce GHG emissions from all sources of community-wide GHG emissions including transportation, energy, area sources, water, and solid waste. The following sections describe the emissions by source and land use category for the year 2020.

This report sets a baseline for the City's GHG emissions, projects how these emissions will grow, and includes strategies to reduce emissions to a level consistent with California's emissions reduction target. These strategies complement the City's General Plan policies and are consistent with Moreno Valley's vision for a more sustainable community.

Greenhouse Gas Analysis Reduction Policies

The purpose and intent of these policies is to achieve compliance with AB 32 and reduce GHG by 15% by 2020. In 2020, the City of Moreno Valley is projected to emit a total of 1,298,543 MT CO2e without the incorporation of GHG reduction policies. The statewide reduction measures would reduce the bulk of Moreno Valley's emissions and make a substantial contribution toward reaching the 2020 reduction target. However, the City would still need to supplement the statewide measures with the implementation of local reduction policies, in order to achieve 15% reduction in GHG by 2020. Future local policy

measures will require decision-maker approval. These reduction measures include the following:

- R2-T1: Land Use Based Trips and VMT Reduction Policies. Encourage the development of Transit Priority Projects along High Quality Transit Corridors identified in the SCAG Sustainable Communities Plan, to allow a reduction in vehicle miles traveled.

- R2-T3: Employment-Based Trip Reductions. Require a Transportation Demand Management (TDM) program for new development to reduce automobile travel by encouraging ride-sharing, carpooling, and alternative modes of transportation.

- R2-E1: New Construction Residential Energy Efficiency Requirements. Require energy efficient design for all new residential buildings to be 10% beyond the current Title 24 standards. (Reach Code)

- R2-E2: New Construction Residential Renewable Energy. Facilitate the use of renewable energy (such as solar (photovoltaic) panels or small wind turbines) for new residential developments. Alternative approach would be the purchase of renewable energy resources offsite.

- R2-E5: New Construction Commercial Energy Efficiency Requirements. Require energy efficient design for all new commercial buildings to be 10% beyond the current Title 24 standards. (Reach Code)

- R3-E1: Energy Efficient Development, and Renewable Energy Deployment Facilitation and Streamlining. Updating of codes and zoning requirements and guidelines to further implement green building practices. This could include incentives for energy efficient projects.

- R3-L2: Heat Island Plan. Develop measures that address “heat islands.” Potential measures include using strategically placed shade trees, using paving materials with a Solar Reflective Index of at least 29, an open grid pavement system, or covered parking.

- R2-W1: Water Use Reduction Initiative. Consider adopting a per capita water use reduction goal which mandates the reduction of water use of 20 percent per capita with requirements applicable to new development and with cooperative support of the water agencies.

- R3-W1: Water Efficiency Training and Education. Work with EMWD and local water companies to implement a public information and education program that promotes water conservation.

- R2-S1: City Diversion Program. For Solid Waste, consider a target of increasing the waste diverted from the landfill to a total of 75% by 2020.

Examples of current statewide and regional planning efforts to reduce GHG emissions are identified in the GHG analysis. Current City efforts include working with RTA to continue to provide timely and effective transit services, and promoting existing incentive

programs for residents that promote residential and commercial energy efficient retro-fits, such as WRCOG's low interest loan programs. These current City efforts wouldn't involve any changes in current City policy or ordinances.

City's Current Goals and Objectives

The City's General Plan includes goals and objectives to achieve energy conservation through land use planning, building design, site planning, compliance with State Title 24 energy savings requirements, and rehabilitation of existing structures. The General Plan also includes measures to reduce traffic congestion and provide more opportunities for walking and bicycling. Other areas of conservation include the use of water efficient irrigation and landscape and coordinated efforts with local water districts to use reclaimed water; recycling; and exterior lighting standards. See Section III Appendix _ for specific General Plan goals and objectives.

SECTION I – ENERGY EFFICIENCY

Current Energy Efficiency Practices

The City currently employs a variety of measures in municipal operations that reduce consumption of energy and water and reduce the amount of solid and green waste sent to a landfill. The City has also purchased alternative fuel vehicles that reduce the consumption of gasoline. The following is an outline of completed energy savings projects and current energy saving practices. Many of these activities have been made possible with grant funding.

<u>Reduced Energy Consumption</u>

	Energy Reduction Measures	Cost Effectiveness	Practice	Policy	Lead Division
A1.	New buildings constructed in City parks use solar tubes for day time lighting.	High	✓		Parks & Community Services
A2.	Photo cells are used for lighting park grounds and buildings along with automatic shutoff timers.	High	✓		Parks & Community Services
A3.	Park lighting is shut down at 10 p.m. except where needed to address safety issues.	High	✓		Parks & Community Services
A4.	Sport field lights at parks have been replaced with more efficient fixtures with an average energy savings of at least 30%.	High	✓		Parks & Community Services

A5.	Applied window tint/film to City Hall windows to make facility more energy efficient, comfortable, and reduce energy cost. (Completed January 2011)	High	✓		Planning
A6.	Routine maintenance is performed on all City heating, ventilation, and air conditioning (HVAC) units to keep them running efficiently.	High	✓		Purchasing & Facilities
A7.	Replacement of HVAC system at City Hall (completed September 2011) resulting in substantial reduction in energy use and cost, and improved comfort and reliability.	High	✓		Purchasing & Facilities
A8.	Conference and Recreation Center and Public Safety Building have computer systems that allow continuous control of the HVAC systems that can be adjusted offsite and scheduled to go on and off depending on the use of a particular room.	High	✓		Purchasing & Facilities
A9.	T12 florescent light fixtures have been converted to T8 fixtures which use less energy. Retrofit sites are the Senior Center, Library, City Hall, and Fire Stations 6, 48 and 65.	High	✓		Purchasing & Facilities
A10.	Light sensors have been installed in some rooms at City Hall which turn off the lights when the room is not in use.	High	✓		Purchasing & Facilities
A11.	Traffic signals synchronized to improve traffic flow and reduce air pollution and gas consumption.	High	✓		Transportation Engineering
A12.	Traffic signal lights retrofitted in 2006 with LED light fixtures, with a reduction of 60% power usage. Newer traffic signal lights installed with LED fixtures.	High	✓		Transportation Engineering
A13.	City replaced all fluorescent bulbs in Internally Illuminated Street Name Signs with LED lights that enhance visibility, street safety, and last longer. Annual cost savings of about 50% realized due to less use of electricity and less maintenance due to longer life expectancy of LED.	Medium	✓		Transportation Engineering

A14.	MV Utility analyzed alternative technologies for street lighting. A pilot program for LED street lights is scheduled to begin June 2013, one for induction lighting was completed September 2010, and testing of a device that controls the energy use of the ballast in High Pressure Sodium lighting was completed July 2012.	Medium	✓		Special Districts
A15.	City Hall fans run while the building is occupied to maintain a comfortable temperature and a humidity level of 60%, and reduce carbon dioxide levels, per Title 24.	Low	✓		Purchasing & Facilities

Reduced Water Consumption

	Water Reduction Measures	Cost Effectiveness	Practice	Policy	Lead Division
A16.	Park restrooms and other buildings are installed with automatically shut off faucets.	High	✓		Parks & Community Services
A17.	Reclaimed water for irrigation is used on about 40 acres of City park land.	High	✓		Parks and Community Services
A18.	Newer irrigation systems at City parks utilize smart controllers which are self-regulating and utilize a central weather station or have their own weather stations.	High	✓		Parks and Community Services
A19.	City adopted new landscape standards which require the use of drought tolerant landscape and water efficient irrigation in new installations and most retrofit projects.	High		✓	Planning
A20.	Purchasing & Facilities Division tested 0.5 gallon per minute aerators for restroom faucets. Currently, 2.0 and 2.2 per minute gallon aerators are used. The 0.5 gallon aerators were not installed as faucet ran too long for hot water to flow out.	High	✓		Purchasing & Facilities
A21.	Synthetic turf was installed at Community Park soccer fields to conserve water and increase use time.	Medium	✓		Parks and Community Services
A22.	Facilities staff researched use of waterless urinals. Maintenance requirements and costs were too high to justify use in public restrooms.	Low	✓		Purchasing & Facilities

Recycling and Diversion

	Recycling and Diversion Measures	Cost Effectiveness	Practice	Policy	Lead Division
A23.	Maintenance & Operations has a program to recycle asphalt concrete. Existing pavement is ground up and used as base for repaving. Unused material is stored for future use.	High	✓		Maintenance & Operations
A24.	All City facilities have recycling programs.	High	✓	✓	Maintenance & Operations
A25.	City recycling programs include: Procurement Policy, City Facilities Recycling Program, Animal Shelter Lonely Hearts Adoption Program, School Recycling Program, Residential Recycling, Curbside & Buy-back, Voluntary Commercial Recycling, C&D Recycling, CIP Program, Community Outreach, Grasscycling, Mulch, and Composting Workshops.	High	✓	✓	Maintenance & Operations
A26.	City staff works with the community, the Chamber of Commerce and City employees on promoting and presenting recycling programs.	High	✓		Maintenance & Operations
A27.	Rubberized asphalt concrete has been used on City street projects when cost is comparable to regular asphalt concrete. Recycled tires are used. Advantages include reduced road noise, reduced braking distance, and longer life to road surface.	Medium	✓		Capital Projects
A28.	Cold in Place Recycling is used as appropriate for street rehabilitation projects. The process removes old pavement, combines it with emulsion, and places it back down as part of the new pavement.	Medium	✓		Capital Projects
A29.	In central plant recycling, reclaimed asphalt pavement is screened, crushed, sized, and mixed with an asphalt rejuvenator. The recycled mix is transported immediately to a job site, or stockpiled for later use.	Medium	✓		Capital Projects
A30.	City uses green recycled janitorial products at City Hall and the Facilities Annex.	Low	✓	✓	Purchasing & Facilities

Alternative Fuel Vehicles

	Alternative Fuel Vehicle Measures	Cost Effectiveness	Practice	Policy	Lead Division
A31.	Retrofit completed of diesel engines vehicles to comply with laws to make diesel engines cleaner burning. Phase I completed December 2009, Phase II completed December 2011.	High	✓		Maintenance & Operations
A32.	City has one electric vehicle and four natural gas vehicles (two street sweepers, one pick up truck, and one storm drain cleaning truck).	Medium	✓		Maintenance & Operations

Education

The City of Moreno Valley currently promotes education related to energy efficiency by participating in partnerships and organizations that promote energy efficiency and by attending seminars, workshops and trade shows related to green building, water conservation, and facility maintenance.

The City of Moreno Valley participates in the following organizations:

- Community Energy Partnership – this partnership identifies incentives and rebates for City and developer projects.

- Energy Coalition - Facilities Maintenance Division has completed energy audits for five buildings with the Energy Coalition.

- WRCOG Clean Cities – public-private partnership dedicated to achieving improved air quality, energy security, economic development, and transportation goals.

- WRCOG Air Quality Task Force – the task force brings together cities and local resources to share information on efforts and funding opportunities to improve air quality in the region.

- WRCOG Solid Waste Technical Committee – the task force compromised of staff from each of WRCOG's member agencies and meets to discuss solid waste and recycling issues and makes recommendations to the WRCOG's Technical Advisory Committee on matters directly relating to Western Riverside County.

- Riverside County Solid Waste Management Advisory Council (Countywide Local Task Force) – this group provides advisory to the County's Planning Commission and Board on all substantive waste management issues and solid waste facility land use matters, and also assists the County and its cities in meeting AB939 requirements, from the preparation and revision of the Countywide Integrated Waste Management Plan (CIWMP) to reviewing and commenting on solid waste facilities and their expansions for consistency and recycling goals to the Department of Resources, Recycling and Recovery.

Proposed Energy Efficiency Policies

The following energy efficiency measures are suggested as policies and programs for municipal operations. The suggested measures include current practices of the City of Moreno Valley along with recommendations from the City's Energy Efficiency Task Force and the practices and policies of other jurisdictions. Many of the policies and programs will require additional study and formal adoption by the City Council prior to becoming effective.

	Reduction Measures Section I	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
B1.	Use reclaimed water for City buildings, facilities, parks and parkways where connection to reclaimed water lines is feasible.		✓					High	Capital Projects or Contracting Division / Department
B2.	Participate in Savings by Design or similar program to identify ways to improve the energy efficiency for all new City buildings and facilities.	✓						High	Capital Projects or Contracting Division / Department
B3.	Establish policy to meet a green building rating system standard or standard beyond Title 24 for all new buildings and retrofits over 5,000 square feet.	✓						High	Capital Projects
B4.	Coordinate with Southern California Edison or Moreno Valley Utility, Eastern Municipal Water District, and The Gas Company to maximize rebates for all building projects.	✓						High	Capital Projects or Contracting Division / Department
B5.	Require life cycle cost for all new facilities and retrofits over 5,000 square feet that compare initial and long-term costs for projects. Include analysis in City Council reports, to inform decision makers of total costs of projects.	✓						High	Capital Projects

	Reduction Measures Section I	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
B6.	Benchmark all City facilities in the Energy Star web site, to monitor energy use at City facilities.	✓						High	Electric Utility
B7.	Include all City facilities in recycling programs. Establish a 75% diversion rate goal.			✓				High	Maintenance & Operations
B8.	Recycle existing asphalt concrete for used as base for streets whenever feasible. Store recycled material not used immediately.			✓				High	Maintenance & Operations
B9.	Seek funding for alternative fuel and fuel efficient vehicles and diesel retrofits.				✓			High	Maintenance & Operations
B10.	Establish minimum fleet mileage standard for fleet vehicles.				✓			High	Maintenance & Operations
B11.	Promote rideshare program for employees to decrease vehicles miles traveled.				✓			High	Maintenance & Operations
B12.	Restrict use of turf at City buildings and facilities to gathering areas and useable open space. Replace low use turf areas with drought tolerant plants.		✓					High	Parks & Community Services
B13.	Use smart controllers for all City projects consistent with City Landscape Standards. Retrofit existing controllers as funding is available.		✓					High	Parks & Community Services

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	Reduction Measures Section I	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
B14.	Require new buildings constructed in City parks use solar tubes or equal design for daytime lighting.	✓						High	Parks & Community Services
B15.	Install energy efficient fixtures for all new sport field lights. Retrofit existing lights as funding is available.	✓						High	Parks & Community Services
B16.	Establish an energy efficiency revolving fund to deposit energy savings, rebates and incentives. The policy should consider the following funding sources: 100% of rebate and incentive money and 50% of energy bill savings from energy efficiency projects.	✓						High	Planning
B17.	Host annual Energy Efficiency Day for employees with demonstrations and literature on energy saving products and practices for work and at home. This activity helps maintain Gold level status with Energy Coalition.	✓					✓	High	Planning
B18.	Encourage employees to submit energy efficiency recommendations for City operations and assess them.	✓						High	Planning
B19.	Install light sensors, which turn off the lights when a room is not in use, wherever practical.	✓						High	Purchasing & Facilities

	Reduction Measures Section I	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
20.	Allow for safety concerns for City facilities and reduce or turn off exterior and interior lights when facilities are not in use.	✓						High	Purchasing & Facilities
B21.	Include in all City leases permission to do energy retrofits (e.g. replace light bulbs).	✓						High	Purchasing & Facilities
B22.	Set City building thermostats at Federal and State recommendations, currently 68 degrees (winter) and 78 degrees (summer), wherever possible.	✓						High	Purchasing & Facilities
B23.	Utilize an energy monitoring system to track electricity use and identify areas/facilities that can be operated more efficiently.	✓						High	Purchasing & Facilities
B24.	Provide routine maintenance of the heating and air conditioning (HVAC) systems at City facilities.	✓						High	Purchasing & Facilities
B25.	Complete periodic energy audits of all City facilities to identify energy efficiency opportunities and implement all cost effective recommendations.	✓						High	Purchasing & Facilities
B26.	Replace interior and exterior lighting fixtures with more energy efficient fixtures as they become available and cost effective, as funding is available.	✓						High	Purchasing & Facilities

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	Reduction Measures Section I	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
B27.	Base purchasing decisions on environmental information and life cycle costs.	✓						High	Purchasing & Facilities
B28.	Install computer monitoring systems in new City facilities to allow continuous control of HVAC systems. Retrofit existing facilities as funding becomes available.	✓						High	Purchasing & Facilities
B29.	Install automatic shutoff faucets and 0.5 gallon per minute aerators in new City buildings and facilities wherever practical. Replace existing faucets and aerators as funding is available.		✓					High	Purchasing & Facilities
B30.	Review median landscape standards to increase water efficiency, with efficient irrigation, grading that retains water run off and a drought tolerant plant palette.		✓					High	Special Districts
B31.	Seek grants to renovate Alessandro Boulevard medians to reduce or eliminate turf, which would reduce water, electricity and gasoline (maintenance equipment) use, and reduce maintenance cost and green waste.		✓					High	Special Districts

	Reduction Measures Section I	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
32.	Establish guideline that identifies criteria for using 'green concrete' or concrete made with recycled aggregate. Use reduces CO_2 emissions and solid waste sent to landfills.			✓				Medium	Capital Projects
B33.	Document municipal green building efforts and post-occupancy building performance metrics on the City website for use as a resource for the development community.	✓						Medium	Capital Projects
B34.	Establish guideline that identifies criteria for using rubberized asphalt concrete for City projects.			✓				Medium	Capital Projects
335.	Consider moving City electric load off-peak to reduce peak demand and take advantage of lower rates.	✓						Medium	Electric Utility
B36.	Identify opportunities for on-site renewable energy generation on City-owned and private property.	✓						Medium	Electric Utility
B37.	Establish a zero waste policy to require everything to be recycled, with minimal disposables allowed and encourage composting.			✓				Medium	Maintenance & Operations
B38.	Require use of photo cells and automatic shutoff timers in park buildings wherever practical.	✓						Medium	Parks & Community Services

	Reduction Measures Section I	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
B39.	Coordinate with near by jurisdictions to implement regional energy efficiency programs.	✓						Medium	Planning
B40.	Use green/recycled janitorial products at City facilities whenever cost effective.			✓				Medium	Purchasing & Facilities
B41.	Provide bicycle parking at City facilities.				✓			Medium	Purchasing & Facilities
B42.	Research potential savings of synthetic turf and/or low water use plantings in medians, assessing installation, maintenance and water costs.		✓					Medium	Special Districts
B43.	Consider use of timers on street lights to shut off during late evening and early morning hours when traffic volumes are low, pursuant to adoption of a policy regarding hours of operation for streetlights.	✓						Medium	Special Districts
B44.	Provide incentives for City staff to develop expertise and certification in green building strategies.	✓	✓	✓	✓	✓	✓	Low	Building
B45.	Consider adding charge stations and other alternative fuel facilities at City facilities.				✓			Low	Maintenance & Operations
B46.	Assess use of low flow toilets and waterless urinals as performance improves and maintenance costs drop.		✓					Low	Purchasing & Facilities

	Reduction Measures Section I	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
47.	Require operation of ventilation fans at all City facilities when occupied to maintain a comfortable temperature, humidity level of 60%, and reduce carbon dioxide levels.	✓						Low	Purchasing & Facilities
B48.	Replace paper towel dispensers with air dryers in City facilities where practical and cost effective.			✓				Low	Purchasing & Facilities
B49.	Establish LED standard (fixture and spacing) for streetlights for new installations and retrofit existing lights as funding permits.	✓						Low	Transportation Engineering

SECTION II – CLIMATE ACTION STRATEGY

Proposed Climate Action Policies

The following energy efficiency measures are suggested as policies for the City of Moreno Valley as a community. The suggested measures include recommendations from the City's Energy Efficiency Task Force and the practices and policies of other jurisdictions.

	Reduction Measures Section II	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
.	Install light colored "cool" roofs and cool pavements. (Cool roofs are a requirement per State Title 24/CalGreen Building Standards).	✓						High	Building
C2.	Require Energy Star equipment and appliances in new construction & renovations.	✓					✓	High	Building
C3.	Specify no- or low-VOC (Volatile Organic Compound) materials.						✓	High	Building
C4.	Install photovoltaic or other solar technology for city owned facilities wherever feasible.					✓		High	Capital Projects or Contracting Division / Department
C5.	Partner with the largest consumers of energy to encourage and promote their energy efficiency activities.	✓						High	Electric Utility
6.	Promote and implement programs to encourage load shifting to off-peak house and explore demand response solutions.	✓						High	Electric Utility
C7.	Provide education on energy efficiency to residents, customers and/or tenants.	✓						High	Electric Utility
C8.	Create new Partnership brand to integrate City and Utility marketing campaigns to customers. Develop Marketing Team to coordinate City and Utility marketing.	✓						High	Electric Utility
C9.	Increase marketing efforts by organizing the following community activities: • City sponsored ideas expo and stakeholder meetings; • City presenting program	✓						High	Electric Utility

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	Reduction Measures Section II	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
	at Chamber of Commerce meetings; • City working with community organizations, local service clubs, HOA's to educate and sign-up participants; • Contractors marketing to residential and business customers; City Council recognizing "energy champions" at televised meetings.								
C10.	Implement low impact development practices that maintain existing site hydrology to manage storm water and protect the environment. (Use of low impact development practices is required by the new regional water quality permit.)		✓					High	Land Development
C11.	Require that developers recycle existing street material for use as base for new streets.			✓				High	Land Development
C12.	Work with Waste Management to utilize billing statements or MVTV-3 to encourage businesses and residents to enroll in recycling programs.			✓				High	Maintenance & Operations
C13.	Explore grants to pay for recycling collection devices and their maintenance to be placed with public trash bins.			✓				High	Maintenance & Operations
C14.	Increase recycling at public events.			✓				High	Maintenance & Operations

	Reduction Measures Section II	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
.	Install water-efficient irrigation systems and devices and use water-efficient irrigation methods.		✓					High	Parks & Community Services
.	Promote use of City's multi-use trail system.				✓			High	Parks & Community Services
C17.	Establish Energy Efficiency and Conservation baselines. Set municipal and community wide energy demand and usage reduction goals and implement them by leveraging program resources and incentives already committed or potentially available.	✓						High	Planning
C18.	Maintain City's Community Partnership program with Southern California Edison, The Gas Company, and Moreno Valley Electric Utility through the Energy Coalition. This partnership allows for funding the City can use for energy conservation marketing, education, and outreach efforts.	✓						High	Planning & Electric Utility
C19.	City act as a model of energy conservation stewardship. Build upon historical and current energy conservation efforts as the foundation for continued efforts and education of the community on energy efficiency and conservation cost savings and environmental benefits.	✓						High	Planning
C20.	Require new large developments (projects of regional significance) participate in the Savings by Design or similar programs to identify ways to improve energy	✓						High	Planning

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	Reduction Measures Section II	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
	efficiency of proposed construction.								
C21.	Encourage community use of Southern California Edison, Moreno Valley Utility, Eastern Municipal Water District, and The Gas Company financial incentives and rebate opportunities.	✓						High	Planning
C22.	Adopt a dark sky ordinance and reduce unnecessary outdoor lighting.	✓						High	Planning
C23.	Encourage passive solar design, to maximize passive solar heating during cool seasons, minimize solar heat gain during hot seasons, and enhance natural ventilation. (Existing design guideline).	✓						High	Planning
4.	Promote customer financing programs that assist with purchasing energy efficiency improvements. WRCOG has established a financing program through property taxes based on the guidelines in Assembly Bill 811. City is a partner in this program.	✓						High	Planning
C25.	Encourage Point-of-Sale Rebates, the simplest methods for customers to qualify for incentives. Pursue adding more retailer participants within community.	✓						High	Planning
C26.	Review and update the landscape ordinance to continue lowering use of potable water for landscape irrigation. (City		✓					High	Planning

	Reduction Measures Section II	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
	updated landscape standards in 2009 to further encourage water conservation.)								
.	Provide education about water conservation and available programs and incentives.		✓					High	Planning
C28.	Protect existing trees and encourage the planting of new drought tolerant trees. Adopt a tree protection and replacement ordinance.		✓					High	Planning
C29.	Work with developers to increase housing near transit through recently adopted mixed use zones. (GHG Policy R2-T1 Land Use Based Trips and VMT Reduction Policies)				✓			High	Planning
C30.	Designate Transit-Oriented Development district(s). (GHG Policy R2-T1 Land Use Based Trips and VMT Reduction Policies)				✓			High	Planning
C31.	Explore building footprint, setbacks, height, scale, hardscape requirements to create compact building design techniques.	✓					✓	High	Planning
C32.	Explore reduced parking minimum requirements for mixed-use developments to encourage transit and non-motorized transportation.				✓			High	Planning
C33.	Apply urban planning principles that encourage high density, mixed-use, walkable/bikeable neighborhoods, and coordinate land-use and transportation with open space systems and promote	✓			✓			High	Planning

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	Reduction Measures Section II	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
	the efficient delivery of services and goods. (GHG Policy R2-T1 Land Use Based Trips and VMT Reduction Policies)								
C34.	Promote "Energy Efficiency" at City events or events that the City participates in such as 4th of July and the March Air Show.	✓						High	Planning
C35.	Develop original programming on MVTV-3 that promotes energy efficiency, e.g. a program that follows a residential energy audit, to demonstrate how residents can make their homes more energy efficient.	✓						High	Purchasing & Facilities, & Planning
C36.	Work with RTA to expand access to public transit by adding routes and shelters and benches within 1/4 mile of high density residential, commercial, employment areas, schools, and parks.				✓			High	Transportation Engineering
C37.	Promote rideshare and trip reduction ride programs such as carpools/vanpools and preferential parking areas at City facilities and other large employers.				✓			High	Transportation Engineering
C38.	Promote school rideshare programs to assist parents/students forming carpools.				✓			High	Transportation Engineering
C39.	Adopt a Non-Motorized Transportation Plan. With focuses on pedestrian and bicycle routes and Master Sidewalk Plan. (GHG Policy R2-T1 Land Use Based Trips and VMT Reduction				✓			High	Transportation Engineering

	Reduction Measures Section II	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
	Policies)								
.	Work with the school districts to improve pedestrian and bike access to schools and to restore or expand school bus service using lower-emitting vehicles.				✓			High	Transportation Engineering
C41.	Set goals consistent with State's Long Term Strategic Plan: All new residential construction in California will be zero net energy by 2020. All new commercial construction in California will be zero net energy by 2030.	✓						Medium	Building
C42.	Encourage installation of solar and wind power systems and solar hot water heaters.					✓		Medium	Building & Planning
C43.	Establish City guideline that identifies criteria for using rubberized asphalt concrete for public streets.			✓				Medium	Capital Projects
4.	Establish City guideline that identifies criteria for using 'green concrete' that has been made with recycled aggregate for public improvements. Results in reduced CO_2 emissions and reduces solid waste sent to landfills.			✓			✓	Medium	Capital Projects
C45.	Prepare a Master Sidewalk Plan that identifies "missing links" where sidewalks are necessary and identifies streets for which no sidewalk is required.				✓			Medium	Capital Projects
C46.	Adopt and implement a policy to increase the use of renewable energy.	✓						Medium	Electric Utility
C47.	Promote residential surveys to educate residents on energy	✓						Medium	Electric Utility

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	Reduction Measures Section II	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
	saving behaviors, and direct leads and data to appropriate marketing channels to encourage more extensive energy upgrades.								
C48.	Encourage installation of solar panels on unused roof and ground space and over carports and parking areas.					✓		Medium	Electric Utility & Planning
C49.	Include energy storage where appropriate to optimize renewable energy generation systems and avoid peak energy use.					✓		Medium	Electric Utility
C50.	Conduct gray water, rainfall runoff, and other system research and pilot study.		✓					Medium	Land Development
C51.	Actively explore new items to add to the list of accepted recycled materials with the City's franchised waste hauler.			✓				Medium	Maintenance & Operations
2.	Implement programs to encourage and increase participation of diverted waste from landfills to meet or exceed state regulation requirements.			✓				Medium	Maintenance & Operations
C53.	Provide easy and convenient recycling opportunities for residents, the public, and businesses.			✓				Medium	Maintenance & Operations
C54.	Provide education and publicity about reducing waste and available recycling services.			✓				Medium	Maintenance & Operations
C55.	Require shaded and accessible pedestrian paths of travel between building entrances and parking lots, sidewalks, adjacent properties, and public transportation stops.	✓			✓			Medium	Planning

	Reduction Measures Section II	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
.	Increase housing density near transit. (GHG Policy R2-T1 Land Use Based Trips and VMT Reduction Policies)				✓			Medium	Planning
C57.	Steer development towards infill rather than greenfield areas. Consider differential impact fee system with lower fees for areas with infrastructure.						✓	Medium	Planning
C58.	Revise municipal code to ensure solar access is maintained for future solar electric and solar hot water installations.	✓				✓	✓	Medium	Planning
C59.	Consider a shade tree ordinance and utility incentives for shading south and west faces of dwelling units.	✓					✓	Medium	Planning & Electric Utility
C60.	Designate city staff person responsible for coordinating climate action by city departments.	✓						Medium	Planning
C61.	Promote local demonstration gardens at Western Municipal Water District and the planned garden at the southeast corner of Cactus and Heacock, around the EMWD pump station.		✓					Medium	Parks & Community Services
C62.	Promote free shuttle service connecting to Metrolink station.				✓			Medium	Transportation Engineering
C63.	Create travel routes that ensure destinations may be reached conveniently by public transit, bicycling and walking. (GHG Policy R2-T1 Land Use Based Trips and VMT Reduction Policies)				✓			Medium	Transportation Engineering
C64.	Work with WRCOG to develop a				✓			Medium	Transportation

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	Reduction Measures Section II	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
	master plan to encourage use of neighborhood electric vehicles, which are energy efficient street legal vehicles.								Engineering
C65.	Coordinate with school districts to adopt the League of America Bicyclists' Cycling curriculum so students learn safest way to bike.				✓			Medium	Transportation Engineering
C66.	Implement "Smart Bus" technology - GPS with electronic displays at stops to provide actual time data to passengers.				✓			Medium	Transportation Engineering
C67.	Develop renewable fuel locations and electric plug-in stations including a map for drivers to find refueling locations.				✓			Medium	Transportation Engineering
C68.	Implement a regional transit program between educational facilities. (GHG Policy R2-T1 Land Use Based Trips and VMT Reduction Policies)				✓			Medium	Transportation Engineering
C69.	Incorporate bicycle lanes, routes and facilities into street systems, new subdivisions, and large developments. (GHG Policy R2-T1 Land Use Based Trips and VMT Reduction Policies)				✓			Medium	Transportation Engineering
C70.	Explore developing a Smart Growth Development Impact Fee matrix. Fee based on trips generated by project. (GHG Policy R2-T1 Land Use Based Trips and VMT Reduction Policies)	✓			✓			Medium	Transportation Engineering
C71.	Evaluate and update existing General Plan street cross-sections to accommodate "complete streets" design				✓			Medium	Transportation Engineering

	Reduction Measures Section II	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
	standards.								
.	Incorporate public transit into the project's design. (GHG Policy R2-T1 Land Use Based Trips and VMT Reduction Policies)				✓			Medium	Transportation Engineering
C73.	Accelerate implementation of solar energy-based technology through permitting process (e.g., reduced permit fees, streamlined permit approval process).					✓		Low	Building
C74.	Where solar systems cannot feasibly be incorporated into the project at the outset, build "solar ready" structures.					✓		Low	Building
C75.	Consider changing existing and future illuminated streetlights to LED. The retrofit cost for LED lighting is not feasible at this point. SCE and MVU do not currently have a separate rate structure for LED.	✓						Low	Special Districts

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SECTION III – APPENDICES

General Plan Goals and Objectives

- Chapter 7. Energy conservation is a way to control energy costs, reduce reliance on foreign energy supplies and minimize air pollution. Energy efficiency can be derived in the arrangement of land uses, in the design of developments and the architecture of individual buildings. (GP Issues and Opportunities 7.6.2.)

- Chapter 7. Issues and Opportunities 7.6.2.The amount of energy consumed in automobile travel can be reduced if commercial and recreational opportunities are located near residential uses. Commuter travel can be minimized if there is a reasonable balance between jobs and housing within the area. Placing high intensity uses along transit corridors can also reduce automobile travel.

  Reducing residential street width can affect microclimates and reduce the summer cooling needs of adjacent homes. The orientation of buildings can be arranged to affect the amount of heat gain. Shade trees can also cool microclimates and aid in energy conservation.

  Building construction options are available to reduce energy consumption. Building construction methods include, but are not limited to, insulation of walls and ceilings, insulated windows and solar water heating systems. Many building energy conservation measures have been incorporated into Title 24 of the California Administrative Code and are required of all residential structures. (GP)

- Orient commercial development toward pedestrian use. Buildings should be designed and sited so as to present a human-scale environment, including convenient and comfortable pedestrian access, seating areas, courtyards, landscaping and convenient pedestrian access to the public sidewalk. (GP)

- Chapter 8. **Energy Conservation 8.4.11** The City of Moreno Valley, through its housing rehabilitation programs provides grants or loan funds that include work for energy conservation repairs or replacements. The City of Moreno Valley, through its Neighborhood Preservation division, participates in utility energy conservation programs sponsored by private sector utility companies. When households participating in the City's housing rehabilitation programs require additional assistance in the area of energy conservation, utility discounts or replacement of inefficient appliances, staff provides information on programs available through utility companies. Depending on the availability of funds, utility companies make available weatherization services, replacement of inefficient air conditioners with evaporative coolers, replacement of refrigerators that are over 10 years old, repair or replacement of inefficient furnaces as well as free energy efficient compact fluorescent light bulbs. (GP)

- **Objective 4.3** Develop a hierarchical system of trails which contribute to environmental quality and energy conservation by providing alternatives to motorized vehicular travel and opportunities for recreational equestrian riding, bicycle riding, and hiking, and that connects with major regional trail systems. (GP)
- 5-13 Implement Transportation Demand Management (TDM) strategies that reduce congestion in the peak travel hours. Examples include carpooling, telecommuting, and flexible work hours. (GP)
- 7.5.2 Encourage energy efficient modes of transportation and fixed facilities, including transit, bicycle, equestrian, and pedestrian transportation. Emphasize fuel efficiency in the acquisition and use of City-owned vehicles. (GP)
- 7.5.3 Locate areas planned for commercial, industrial and multiple family density residential development within areas of high transit potential and access. (GP)
- Chapter 5. Transportation Demand Management 5.3.5 Transportation Demand Management (TDM) strategies reduce dependence on the single-occupant vehicle, and increase the ability of the existing transportation system to carry more people. The goal of TDM is to reduce single occupant vehicle trips during peak hours and modify the vehicular demand for travel.

  A reduction in peak hour trips and a decrease in non-attainment pollutants can be achieved through the implementation of TDM strategies. Examples of the strategies include: carpooling, telecommuting, flexible work hours, and electronic commerce that enables people to work and shop from home.

- 7.5.1 Encourage building, site design, and landscaping techniques that provide passive heating and cooling to reduce energy demand. (GP)

  - 7.8.1 Encourage recycling projects by individuals, non-profit organizations, corporations and local businesses, as well as programs sponsored through government agencies. (GP)
  - Chapter 7. Solid Waste 7.3. The City Council adopted a “Source Reduction and Recycling Element” in 1992, describing how Moreno Valley plans to meet the goals mandated by AB939. The element includes strategies to address various components of the solid waste challenge, including the character of the waste stream, source reduction, recycling, composting, special waste (e.g. construction debris, auto bodies, medical waste, tires and appliances), education and public information, disposal facility capacity, funding and integration of the various components.

    Moreno Valley works in concert with the local waste hauling company to meet its waste diversion requirements. Residential customers place recyclable materials at the curb for collection by the waste hauler, Waste Management of the Inland Empire. The waste hauler separates and markets the recyclable materials, including cardboard, paper, tin/metal, aluminum cans, plastics

and glass. In 2004, fifty-one percent of the solid waste generated in Moreno Valley was diverted from landfills. (GP)

- 7.3.1 Require water conserving landscape and irrigation systems through development review. Minimize the use of lawn within private developments, and within parkway areas. The use of mulch and native and drought tolerant landscaping shall be encouraged. (GP)
- 7.3.2 Encourage the use of reclaimed wastewater, stored rainwater, or other legally acceptable non-potable water supply for irrigation. (GP)
- 7-2 Advocate for natural drainage channels to the Riverside County Flood Control District, in order to assure the maximum recovery of local water, and to protect riparian habitats and wildlife. (GP)
- 7-4 Provide guidelines for preferred planting schemes and specific species to encourage aesthetically pleasing landscape statements that minimize water use. (GP)
- Maintenance of systems for water supply and distribution; wastewater collection, treatment, and disposal; solid waste collection and disposal; and energy distribution which are capable of meeting the present and future needs of all residential, commercial, and industrial customers within the City of Moreno Valley. (GP)
- 7-3 Maintain a close working relationship with EMWD to ensure that EMWD plans for and is aware of opportunities to use reclaimed water in the City. (GP)
- Provide landscaping in automobile parking areas to reduce solar heat and glare. (GP)
- 6.7.6 Require building construction to comply with the energy conservation requirements of Title 24 of the California Administrative Code. (GP)
- 7.5.4 Encourage efficient energy usage in all city public buildings. (GP)
- 7.5.5 Encourage the use of solar power and other renewable energy systems. (GP)
- A dark sky policy
- Chapter 9. 2.10.7 On-site lighting should not cause nuisance levels of light or glare on adjacent properties. (GP)
- Chapter 9. 2.10.8 Lighting should improve the visual identification of structures. Within commercial areas, lighting should also help create a festive atmosphere by outlining buildings and encouraging nighttime use of areas by pedestrians.(GP)

Resources

- ICLIE - Local Governments for Sustainability (ICLEI) is a membership association of local governments committed to advancing climate protection and sustainable development.
- The Energy Coalition
- Community Energy Partnership
- Southern California Edison
- The Gas Company
- Eastern Municipal Water District
- Energy Star
- WRCOG
- Waste Management
- Moreno Valley Utilities
- Moreno Valley Unified School District
- Val Verde Unified School District

Final

CITY OF MORENO VALLEY

Greenhouse Gas Analysis

February 2012

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ATTACHMENT 2

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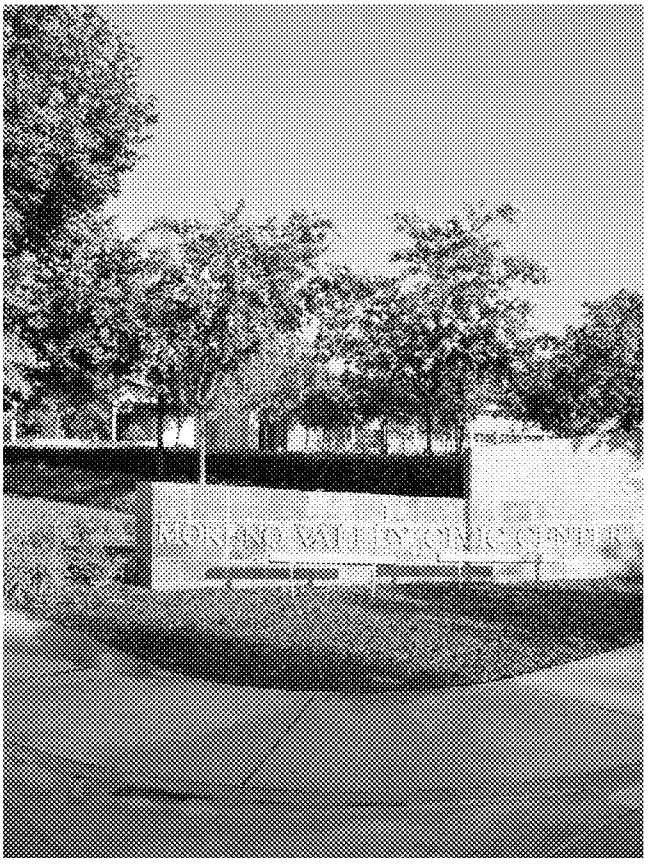

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ACRONYMS

AB 32	Assembly Bill 32, The California Climate Change Solutions Act of 2006
ATMS	Advanced Transportation Management Systems
ADWF	Average Daily Wastewater Flow
BAU	Business-As-Usual scenario
BTU	British thermal unit
CARB	California Air Resources Board
CAA	Clean Air Act
CAAQS	California Ambient Air Quality Standards
Cal EPA	California Environmental Protection Agency
CAS	California Climate Adaption Strategy
CAT	Climate Action Team
CCAT	California Climate Action Team
CCAR	California Climate Action Registry
CCR	California Code of Regulations
CCTP	Climate Change Technology Program
CEC	California Energy Commission
CEQA	California Environmental Quality Act
CFC	Chlorofluorocarbons
C_2F_6	Hexafluoroethane
CF_4	Carbon Tetrafluoride
CH_4	Methane
CIWMB	California Integrated Waste Management Board
CO	Carbon Monoxide
CO_2	Carbon Dioxide
CO_2e	Carbon dioxide Equivalent
DPM	Diesel Particulate Matter
EMFAC2007	On-Road Emission Factors published by the CARB in 2007
EMWD	Eastern Metropolitan Water District
GCC	Global Climate Change
GHG	Greenhouse Gas
GWh	Gigawatt Hours
GWP	Global Warming Potential
HFC	Hydrofluorocarbons

HFC-23	Trifluoromethane
HFC-134	Hydrofluorocarbon 134
HFC-152a	Difluoroethane
IPCC	Intergovernmental Panel on Climate Change
Lbs/year	Pounds per Year
LEED	Leadership in Energy and Environmental Design
MMBTU	Million BTUs
MMT	Million Metric Tons
MMT CO_2e	Million Metric Tons Carbon Dioxide Equivalent
MVU	Moreno Valley Utility
MWD	Metropolitan Water District of Southern California
MWh/year	Megawatt hours per year
MWh	Megawatt hours
N_2O	Nitrous Oxide
O_3	Ozone
OPR	California Office of Planning and Research
PSD	Prevention of Significant Deterioration
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCE	Southern California Edison
SCG	Southern California Gas Company
SIP	State Implementation Plan
SF_6	Sulfur Hexafluoride
SRI	Solar Reflective Index
UNFCCC	United Nations Framework Convention on Climate Change
URBEMIS 2007	Urban Emissions Model, version 9.2 published in June 2007
USEPA	United States Environmental Protection Agency
VMT	Vehicle miles traveled

EXECUTIVE SUMMARY

The City of Moreno Valley is committed to providing a more livable, equitable, and economically vibrant community through the incorporation of sustainability features and reduction of greenhouse gas (GHG) emissions. By using energy more efficiently, harnessing renewable energy to power our buildings, recycling our waste, conserving water, and enhancing access to sustainable transportation modes, Moreno Valley will keep dollars in our local economy, create new green jobs and improve community quality of life. These efforts toward reducing GHG emissions described in this report must be done in coordination with the City's land use decisions. The foundation of planning land use decisions is found in the General Plan policies and programs.

Through this GHG Analysis, Moreno Valley has established goals and policies that incorporate environmental responsibility into its daily management of residential, commercial and industrial growth, education, energy and water use, air quality, transportation, waste reduction, economic development, and open space and natural habitats to further their commitment.

The first step in completing the Moreno Valley GHG Analysis was to inventory the City's GHG emissions. Moreno Valley's community-wide emissions were calculated for the year 2007 and 2010. Sources of emissions include transportation, electricity and natural gas use, landscaping, water and wastewater pumping and treatment, and treatment and decomposition of solid waste. The 2007 inventory represents conditions prior to the economic recession and will be used to set the target for reducing emissions by the year 2020. The 2010 inventory was calculated using the most recent data available; this inventory serves as a baseline to demonstrate Moreno Valley's progress toward reducing emissions. The City's GHG emissions amounted to 939,639 metric tons (MT) of CO_2e community-wide in 2007 and 920,712 MT CO_2e in 2010.

Following the state's adopted GHG reduction target, Moreno Valley has set a goal to reduce emissions back to 1990 levels by the year 2020. This target was calculated as a 15 percent decrease from 2007 levels. The AB 32 Scoping Plan suggests a 15 percent decrease from existing levels; however, the Scoping Plan was based on 2005 emissions. For Moreno Valley, 2007 was the year closest to 2005 with the best data available. The projected business-as-usual emissions for the year 2020, based on population and housing growth estimates, are 1,298,546 metric tons of CO_2e. In order to reach the reduction target, Moreno Valley must offset this growth in emissions and reduce community-wide emissions to 798,693 metric tons CO_2e by the year 2020.

The City of Moreno Valley has already demonstrated its commitment to sustainability through a variety of programs and policies. These programs include EECBG-funded energy upgrade projects, participation in the Community Energy Partnership, tracking of building energy use through the Energy Star Portfolio Manager, and the Solar Incentive Program for Moreno Valley Utility customers.

Various state policies have enacted programs that will also contribute to reduced GHG emission in Moreno Valley by the year 2020. Some of these policies are: Renewable Portfolio Standard, Pavley Vehicle Emissions Standards, Low Carbon Fuel Standards, and updated Title 24 building standards. By

supporting the state in the implementation of these measures, Moreno Valley will experience substantial emissions reductions.

In order to reach the reduction target laid out in this GHG Analysis, Moreno Valley needs to implement the additional reduction measures described in this report. These measures encourage energy efficient retrofits, transportation oriented planning, water conservation, and increase recycling and reduced landfill waste. Table ES-1, below, summarizes the community wide emissions for 2007, 2010, 2020 business-as-usual (BAU), and the reduced 2020 inventory with the inclusion of the reduction measures.

Table ES-1 Projected GHG Emissions Comparison

Source Category	Metric tons of CO_2e				% Reduced from BAU
	2007	2010	BAU 2020	Reduced 2020	
Transportation	517,098	513,581	788,267	421,561	46.5
Energy	287,261	277,230	356,192	251,372	29.4
Area Sources	69,390	69,437	84,665	73,046	13.7
Water and Wastewater	21,595	16,831	20,216	14,158	30.0
Solid Waste	44,294	43,633	49,203	38,000	22.8
Total	**939,639**	**920,712**	**1,298,543**	**798,137**	**38.5**
2020 Emission Reduction Target			**798,693**	**798,693**	

Note: Mass emissions of CO_2e shown in the table are rounded to the nearest whole number. Totals shown may not add up due to rounding.

This report sets a baseline for the City's GHG emissions, projects how these emissions will grow, and includes strategies to reduce emissions to a level consistent with California's emissions reduction target. These strategies complement the City's General Plan policies and are consistent with Moreno Valley's vision for a more sustainable community.

Chapter 1 Introduction

The City of Moreno Valley is committed to providing a more livable, equitable and economically vibrant community through the reduction of greenhouse gas (GHG) emissions. By using energy more efficiently, harnessing renewable energy to power our buildings, recycling our waste, and enhancing access to sustainable transportation modes, we can keep dollars in our local economy, create new green jobs and improve community quality of life.

This section describes the purpose and goals of this report; describes the relationship of the report to the current City General Plan; provides background information on GHG emissions; and summarizes the regulatory framework surrounding GHG emissions and climate change.

1.1 Purpose

The analysis was completed under the premise that the City and the community it represents are uniquely capable of addressing emissions associated with sources under the City's jurisdiction. The City's emission reduction efforts should coordinate with the state strategies in order to accomplish emission reductions in an efficient and cost effective manner. The City developed this document with the following purposes in mind:

- Create a GHG baseline from which to benchmark GHG reductions;
- Provide a plan that is consistent with and complementary to: the GHG emissions reduction efforts being conducted by the State of California through the Global Warming Solutions Act (AB 32); the Federal Government through the actions of the Environmental Protection Agency; and the global community through the Kyoto Protocol; and
- Guide the development, enhancement, and implementation of actions that reduce GHG emissions.

1.2 Goals

With regards to reducing GHG emissions, the City identified the following achievement goals:

- Provide a list of specific measures that will reduce GHG emissions from community sources and municipal operations.
- Reduce emissions attributable to Moreno Valley to levels at or below 1990 GHG emissions by year 2020 consistent with the target reductions of AB 32.

1.3 Relationship to the City's General Plan

The current Moreno Valley General Plan discusses the City's vision and the realization of this vision the following areas: Community Development; Economic Development; Parks, Recreation, and Open Spaces; Circulation; Safety; Conservation; and Housing. Many of the policies of the General Plan indirectly reduce GHG emissions by conserving energy, promoting the use of alternative transportation,

and reducing waste sent to landfills. These policies that are related to reducing GHG emissions are summarized in Section 4.1.

1.4 Background

This report achieves the purpose and goals described above by providing: an analysis of GHG emissions and sources attributable to the City of Moreno Valley; estimates on how those emissions are expected to increase to 2020; and recommended policies and actions that can reduce GHG emissions to meet State, Federal and International targets.

The following discussion includes a brief overview regarding the nature of GHG emissions, the climate change impacts anticipated within the City of Moreno Valley, and the international, federal, state, and local regulatory framework designed to address climate change. Additional details about these topics are included in Appendix __ of this document.

1.5 Greenhouse Gases

Parts of the Earth's atmosphere act as an insulating blanket, trapping sufficient solar energy to keep the global average temperature within a suitable range. The 'blanket' is a collection of atmospheric gases called 'greenhouse gases' or GHGs based on the idea that these gases also trap heat like the glass walls of a greenhouse. These gases, mainly water vapor, carbon dioxide, methane, nitrous oxide, ozone, and chlorofluorocarbons (CFCs) all act as effective global insulators, reflecting back to earth infrared radiation. Human activities, such as producing electricity and driving internal combustion vehicles, emit these gases in the atmosphere.

Due to the successful global bans on chlorofluorocarbons (primarily used as refrigerants, aerosol propellants and cleaning solvents), Moreno Valley does not generate significant emissions of these GHGs and therefore, they are not considered any further in this analysis. This also includes other synthesized gases such as HFCs and CF_4 which have been banned and are no longer available on the market. Because of the ban, Moreno Valley will not generate emissions of these GHGs and therefore, they are not considered any further in this analysis.

Another GHG with a high global warming potential is sulfur hexafluoride, which is mainly used as a gaseous dielectric medium in electric switchgear of high voltage electric transmission lines and medical use in retinal detachment surgery and ultrasound imaging. In both uses, sulfur hexafluoride is not released to the atmosphere and therefore, it is not considered further in this analysis.

Because GHGs have variable potencies, a common unit of measurement, the carbon dioxide equivalent (CO_2e) is used to report the combined potency from all of the GHGs. The potency each GHG has in the atmosphere is measured as a combination of the volume of its emissions and its global warming

potential[1], and is expressed as a function of the potency with respect to the same mass of carbon dioxide. Thus, by multiplying the individual gas by its global warming potential, the emissions of each individual gas can be measured in terms of metric tons of CO_2e (MT CO_2e).

1.6 Regulatory Setting

In an effort to stabilize GHG emissions and reduce impacts associated with climate change, international agreements, as well as federal and State actions were implemented beginning as early as 1988. The international, federal, State, regional, and local government agencies discussed below work jointly, as well as individually, to address GHG emissions through legislation, regulations, planning, policy-making, education, and a variety of programs.

International and Federal

KYOTO PROTOCOL

The United States participated in the United Nations Framework Convention on Climate Change (UNFCCC) signed on March 21, 1994. The Kyoto Protocol is a treaty made under the UNFCCC and was the first international agreement to regulate GHG emissions. It has been estimated that if the commitments outlined in the Kyoto Protocol are met, global GHG emissions could be reduced by an estimated 5 percent from 1990 levels during the first commitment period of 2008–2012 (UNFCCC 1997). It should be noted that although the United States is a signatory to the Kyoto Protocol, Congress has not ratified the Protocol and the United States is not bound by the Protocol's commitments.

In anticipation of providing an updated international treaty for the reduction of GHG emissions, representatives from 170 countries met in Copenhagen in December 2009 to ratify an updated UNFCCC agreement (Copenhagen Accord). The Copenhagen Accord, a voluntary agreement between the United States, China, India, and Brazil, recognizes the need to keep global temperature rise to below 2 ^{0}C and obliges signatories to establish measures to reduce GHG emissions and prepare to help poorer countries in adapting to climate change. The countries met again in Cancun in December 2010 and adopted the Cancun Agreements, which reinforces and builds upon the Copenhagen Accord. The nations agreed to recognize country targets, develop low-carbon development plans and strategies, and report inventories annually. In addition, agreements were made regarding financing for developing countries and technology support and coordination among all nations. The next conference of the parties is scheduled for December 2011 in South Africa.

CLIMATE CHANGE TECHNOLOGY PROGRAM

The United States has opted for a voluntary and incentive-based approach toward emissions reductions in lieu of the Kyoto Protocol's mandatory framework. The Climate Change Technology Program (CCTP) is

[1] The potential of a gas or aerosol to trap heat in the atmosphere.

a multi-agency research and development coordination effort (led by the Secretaries of Energy and Commerce) that is charged with carrying out the President's National Climate Change Technology Initiative.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

The United States Environmental Protection Agency (USEPA) is responsible for implementing federal policy to address global climate change. The Federal government administers a wide array of public-private partnerships to reduce GHG intensity generated by the United States. These programs focus on energy efficiency, renewable energy, methane and other non-carbon dioxide gases, agricultural practices, and implementation of technologies to achieve GHG reductions. The USEPA implements several voluntary programs that substantially contribute to the reduction of GHG emissions.

In Massachusetts v. Environmental Protection Agency (Docket No. 05–1120), argued November 29, 2006 and decided April 2, 2007, the U.S. Supreme Court held that the USEPA has authority to regulate GHG, and the USEPA's reasons for not regulating this area did not fit the statutory requirements. As such, the U.S. Supreme Court ruled that the USEPA should be required to regulate carbon dioxide and other GHGs as pollutants under Section 202(a)(1) of the federal Clean Air Act (CAA).

EPA issued a Final Rule for mandatory reporting of GHG emissions in October 2009. This Final Rule applies to fossil fuel suppliers, industrial gas suppliers, direct GHG emitters, and manufactures of heavy-duty and off-road vehicles and vehicle engines, and requires annual reporting of emissions. The Final Rule was effective December 29, 2009, with data collection to begin on January 1, 2010, and the first annual reports due in September 2011. This rule does not regulate the emission of GHGs—it only requires monitoring and reporting of GHG emissions for those sources above certain thresholds (EPA 2009). EPA adopted a Final Endangerment Finding for the six defined GHGs on December 7, 2009. The Endangerment Finding is required before EPA can regulate GHG emissions under Section 202(a)(1) of the CAA in fulfillment of the U.S. Supreme Court decision.

On May 13, 2010, the USEPA issued a final rule that establishes a common sense approach to addressing GHG emissions from stationary sources under the CAA permitting programs. This final rule sets a threshold of 75,000 tons per year for GHG emissions. New and existing industrial facilities that meet or exceed that threshold will require a permit under the New Source Review Prevention of Significant Deterioration (PSD) and title V Operating Permit programs. This rule took effect on January 2, 2011.

State

CALIFORNIA AIR RESOURCES BOARD

The California Air Resources Board, a part of the California EPA (CalEPA) is responsible for the coordination and administration of both federal and state air pollution control programs within

California. In this capacity, CARB conducts research, sets state ambient air quality standards (California Ambient Air Quality Standards (CAAQS)), compiles emission inventories, develops suggested control measures, and provides oversight of local programs. CARB establishes emissions standards for motor vehicles sold in California, consumer products (such as hairspray, aerosol paints, and barbecue lighter fluid), and various types of commercial equipment. It also sets fuel specifications to further reduce vehicular emissions. CARB has primary responsibility for the development of California's State Implementation Plan (SIP), for which it works closely with the federal government and the local air districts.

EXECUTIVE ORDER S-3-05

California Governor Arnold Schwarzenegger announced on June 1, 2005, through Executive Order S-3-05, the following GHG emission reduction targets:

- By 2010, California shall reduce GHG emissions to 2000 levels;
- By 2020, California shall reduce GHG emissions to 1990 levels; and
- By 2050, California shall reduce GHG emissions to 80 percent below 1990 levels.

The first California Climate Action Team (CCAT) Report to the Governor in 2006 contained recommendations and strategies to help meet the targets in Executive Order S-3-05. In April 2010, the Draft California Action Team (CAT) Biennial Report expanded on the policy oriented 2006 assessment. The new information detailed in the CAT Assessment Report includes development of revised climate and sea-level projections using new information and tools that have become available in the last two years; and an evaluation of climate change within the context of broader social changes, such as land-use changes and demographic shifts [2]. The action items in the report focus on the preparation of the Climate Change Adaptation Strategy, required by Executive Order S-13-08, described below.

ASSEMBLY BILL 1493, CLEAN CAR STANDARDS

AB 1493 (also known as the Pavley Bill, in reference to its author Fran Pavley) was enacted in 2002 and requires the "maximum feasible and cost effective reduction" of GHGs from automobiles and light-duty trucks. Subsequently, in 2004, CARB approved the "Pavley I" regulations limiting the amount of GHGs that may be released from new passenger automobiles beginning with model year 2009 through 2016; these regulations would reduce emissions by 30% from 2002 levels by 2016. The second set of regulations ("Pavley II") is currently in development and will cover model years 2017 through 2025 in order to reduce emissions by 45% by the year 2020. The automotive industry legally challenged the bill claiming that the federal gas mileage standards preempted these state regulations. In 2005, California filed a waiver request to the U.S. EPA in order to implement the GHG standards and in March of 2008, the U.S. EPA denied the request. However, in June 2009, the decision was reversed and the U.S. EPA

[2] California Environmental Protection Agency, Climate Action Team Report to Governor Schwarzenegger and the Legislature, March 2006.

granted California the authority to implement the GHG reduction standards for passenger cars, pickup trucks, and sport utility vehicles.

In September 2009, CARB adopted amendments to the "Pavley I" regulations that cemented California's enforcement of the Pavley rule starting in 2009 while providing vehicle manufacturers with new compliance flexibility. The amendments also allowed California to coordinate its rules with the federal rules for passenger vehicles.

ASSEMBLY BILL 32, THE CALIFORNIA GLOBAL WARMING SOLUTIONS ACT OF 2006

In 2006, the California State Legislature adopted AB 32, the California *Global Warming Solutions Act of 2006*. AB 32 focuses on reducing GHG in California. GHGs as defined under AB 32 include carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride. AB 32 required CARB to adopt rules and regulations that would achieve GHG emissions equivalent to 1990 statewide levels by 2020. On or before June 30, 2007, CARB was required to publish a list of discrete early action GHG emission reduction measures that would be implemented by 2010. The law further required that such measures achieve the maximum technologically feasible and cost effective reductions in GHGs from sources or categories of sources to achieve the statewide GHG emissions limit for 2020.

CARB published its final report for Proposed Early Actions to Mitigate Climate Change in California in October 2007. This report described recommendations for discrete early action measures to reduce GHG emissions. The measures included are part of California's strategy for achieving GHG reductions under AB 32. Three new regulations are proposed to meet the definition of "discrete early action GHG reduction measures," which include the following: a low carbon fuel standard; reduction of HFC-134a emissions from non-professional servicing of motor vehicle air conditioning systems; and improved landfill methane capture[3]. CARB estimates that by 2020, the reductions from those three measures would be approximately 13-26 million metric tons (MMT) CO_2e.

Under AB 32, CARB has the primary responsibility for reducing GHG emissions. CARB has published a staff report titled California 1990 GHG Emissions Level and 2020 Emissions Limit[4] that determined the statewide levels of GHG emissions in 1990 to be 427 million MT CO_2e. Additionally, in December 2008, CARB adopted the Climate Change Scoping Plan, which outlines the state's strategy to achieve the 2020 GHG limit. This Scoping Plan proposes a comprehensive set of actions designed to reduce overall GHG emissions in California, improve the environment, reduce dependence on oil, diversify energy sources, save energy, create new jobs, and enhance public health. The plan emphasizes a cap-and-trade program, but also includes the discrete early actions.

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[3] California EPA- California Air Resources Board, Proposed Early Actions to Mitigate Climate Change in California, October 2007.

[4] California EPA- California Air Resources Board, California 1990 GHG Emissions Level and 2020 Emissions Limit, November 2007.

SENATE BILL 97 (SB 97)

SB 97, enacted in 2007, amends the CEQA statute to clearly establish that GHG emissions and the effects of GHG emissions are appropriate subjects for CEQA analysis. It directed the California Office of Planning and Research (OPR) to develop draft CEQA Guidelines "for the mitigation of GHG emissions or the effects of GHG emissions" and directed the Resources Agency to certify and adopt the State CEQA Guidelines.

On April 13, 2009, OPR submitted the proposed amendments to the Secretary for Natural Resources. The Natural Resources Agency conducted formal rulemaking in 2009, certified, and adopted the amendments in December 2009. The California Office of Administrative Law codified into law the amendments in March 2010. The amendments became effective in June 2010 and provide regulatory guidance with respect to the analysis and mitigation of the potential effects of GHG emissions.

CEQA Guidelines § 15183.5, Tiering and Streamlining the Analysis of GHG Emissions, was added as part of the CEQA Guideline amendments and describes the criteria needed in a Climate Action Plan that would allow for the tiering and streamlining of CEQA analysis for subsequent development projects. The following quote is from the CEQA Guideline amendments:

"§15183.5. Tiering and Streamlining the Analysis of Greenhouse Gas Emissions.

(a) Lead agencies may analyze and mitigate the significant effects of greenhouse gas emissions at a programmatic level, such as in a general plan, a long range development plan, or a separate plan to reduce greenhouse gas emissions. Later project-specific environmental documents may tier from and/or incorporate by reference that existing programmatic review. Project-specific environmental documents may rely on an EIR containing a programmatic analysis of greenhouse gas emissions as provided in section 15152 (tiering), 15167 (staged EIRs) 15168 (program EIRs), 15175-15179.5 (Master EIRs), 15182 (EIRs Prepared for Specific Plans), and 15183 (EIRs Prepared for General Plans, Community Plans, or Zoning).

(b) Plans for the Reduction of Greenhouse Gas Emissions. Public agencies may choose to analyze and mitigate significant greenhouse gas emissions in a plan for the reduction of greenhouse gas emissions or similar document. A plan to reduce greenhouse gas emissions may be used in a cumulative impacts analysis as set forth below. Pursuant to sections 15064(h)(3) and 15130(d), a lead agency may determine that a project's incremental contribution to a cumulative effect is not cumulatively considerable if the project complies with the requirements in a previously adopted plan or mitigation program under specified circumstances.

(1) Plan Elements. A plan for the reduction of greenhouse gas emissions should:

(A) Quantify greenhouse gas emissions, both existing and projected over a specified time period, resulting from activities within a defined geographic area;

(B) Establish a level, based on substantial evidence, below which the contribution to greenhouse gas emissions from activities covered by the plan would not be cumulatively considerable;

(C) Identify and analyze the greenhouse gas emissions resulting from specific actions or categories of actions anticipated within the geographic area;

(D) Specify measures or a group of measures, including performance standards, that substantial evidence demonstrates, if implemented on a project-by-project basis, would collectively achieve the specified emissions level;

(E) Establish a mechanism to monitor the plan's progress toward achieving the level and to require amendment if the plan is not achieving specified levels;

(F) Be adopted in a public process following environmental review.

(2) Use with Later Activities. A plan for the reduction of greenhouse gas emissions, once adopted following certification of an EIR or adoption of an environmental document, may be used in the cumulative impacts analysis of later projects. An environmental document that relies on a greenhouse gas reduction plan for a cumulative impacts analysis must identify those requirements specified in the plan that apply to the project, and, if those requirements are not otherwise binding and enforceable, incorporate those requirements as mitigation measures applicable to the project. If there is substantial evidence that the effects of a particular project may be cumulatively considerable notwithstanding the project's compliance with the specified requirements in the plan for the reduction of greenhouse gas emissions, an EIR must be prepared for the project."

EXECUTIVE ORDER S-13-08

On November 14, 2008, Governor Schwarzenegger issued Executive Order S-13-08, the Climate Adaptation and Sea Level Rise Planning Directive, which provides clear direction for how the State should plan for future climate impacts. Executive Order S-13-08 calls for the implementation of four key actions to reduce the vulnerability of California to climate change:

- Initiate California's first statewide Climate Change Adaptation Strategy (CAS) that will assess the State's expected climate change impacts, identify where California is most vulnerable, and recommend climate adaptation policies;
- Request that the National Academy of Sciences establish an expert panel to report on sea level rise impacts in California in order to inform State planning and development efforts;
- Issue interim guidance to State agencies for how to plan for sea level rise in designated coastal and floodplain areas for new and existing projects; and
- Initiate studies on critical infrastructure and land-use policies vulnerable to sea level rise.

The 2009 CAS report summarizes the best known science on climate change impacts in the state to assess vulnerability, and outlines possible solutions that can be implemented within and across state

agencies to promote resiliency. This is the first step in an ongoing, evolving process to reduce California's vulnerability to climate impacts[5].

CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 24, PART 6

CCR Title 24, Part 6: *California's Energy Efficiency Standards for Residential and Nonresidential Buildings* (Title 24) were first established in 1978 in response to a legislative mandate to reduce California's energy consumption. The standards are updated periodically to allow consideration and possible incorporation of new energy efficiency technologies and methods. Although it was not originally intended to reduce GHG emissions, electricity production by fossil fuels results in GHG emissions and energy efficient buildings require less electricity. Therefore, increased energy efficiency results in decreased GHG emissions.

The Energy Commission adopted 2008 Standards on April 23, 2008 and the Building Standards Commission approved them for publication on September 11, 2008. These updates became effective on August 1, 2009. The Energy Commission adopted the 2008 changes to the Building Energy Efficiency Standards for several reasons:

- To provide California with an adequate, reasonably priced, and environmentally sound supply of energy;
- To respond to AB 32, the Global Warming Solutions Act of 2006, which mandates that California must reduce its GHG emissions to 1990 levels by 2020;
- To pursue California energy policy, which states that energy efficiency is the resource of first choice for meeting California's energy needs;
- To act on the findings of California's Integrated Energy Policy Report (IEPR) that concludes that the Standards are the most cost effective means to achieve energy efficiency, expects the Building Energy Efficiency Standards to continue to be upgraded over time to reduce electricity and peak demand, and recognizes the role of the Standards in reducing energy related to meeting California's water needs and in reducing GHG emissions;
- To meet the West Coast Governors' Global Warming Initiative commitment to include aggressive energy efficiency measures into updates of state building codes; and
- To meet the Executive Order in the Green Building Initiative to improve the energy efficiency of nonresidential buildings through aggressive standards.

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[5] California Natural Resources Agency, 2009 California Climate Adaption Strategy- A Report to the Governor in Response to Executive Order S-13-2008, WWW.Climatechange.Ca.Gov/Adaptation, September 2009

SENATE BILL 375

Senate Bill 375 (SB 375), which establishes mechanisms for the development of regional targets for reducing passenger vehicle GHG emissions, was adopted by the State on September 30, 2008. On September 23, 2010, CARB adopted the vehicular GHG emissions reduction targets that had been developed in consultation with the metropolitan planning organizations (MPOs); the targets require a 7 to 8 percent reduction by 2020 and between 13 to 16 percent reduction by 2035 for each MPO. SB 375 recognizes the importance of achieving significant GHG reductions by working with cities and counties to change land use patterns and improve transportation alternatives. Through the SB 375 process, MPOs will work with local jurisdictions in the development of sustainable communities strategies (SCS) designed to integrate development patterns and the transportation network in a way that reduces GHG emissions while meeting housing needs and other regional planning objectives. MPOs will prepare their first SCS according to their respective regional transportation plan (RTP) update schedule; to date, no region has adopted an SCS. The first of the RTP updates with SCS strategies are expected in 2012.

The Southern California Association of Governments (SCAG) is the MPO serving the area including Moreno Valley. SCAG is currently in the process of developing the 2012 RTP and SCS for their jurisdiction aimed at attaining the reduction targets of an 8% per capita reduction in GHG emissions from passenger vehicles by the year 2020 and a 13% reduction by 2035. SCAG is currently developing the SCS and expecting to adopt the SCS, RTP, and the associated programmatic EIR in April 2012. Many of the transportation-related reduction measures included in this analysis will coordinate with efforts in SCAG's SCS.

CALIFORNIA GREEN BUILDING CODE 2010

The California Green Building Standards Code referred to as CALGreen went into effect on January 1, 2011. The code sets new mandatory measures with sensible minimum standards for all new structures in the State. Each local jurisdiction can additionally exceed the new standards by adopting CALGreen voluntary measures as mandatory in their jurisdiction. The measures aim to reduce water consumption, employ building commissioning to increase building system efficiencies, divert construction waste from landfills, and install low pollutant-emitting finish materials.

CALGreen has approximately 52 nonresidential mandatory measures and an additional 130 provisions that have been placed in the appendix for optional use. Some key mandatory measures for commercial occupancies include specified parking for clean air vehicles, a 20% reduction of potable water use within buildings, a 50% construction waste diversion from landfills, use of building finish materials that emit low levels of volatile organic compounds (VOCs), and commissioning for new, nonresidential buildings over 10,000 square feet. For residential buildings, some key measures include a 20% reduction in water use, required irrigation controllers for outdoor water use, 50% construction waste diversion from landfills, and required use of low-VOC paints and building materials (CBSC 2010).

Regional

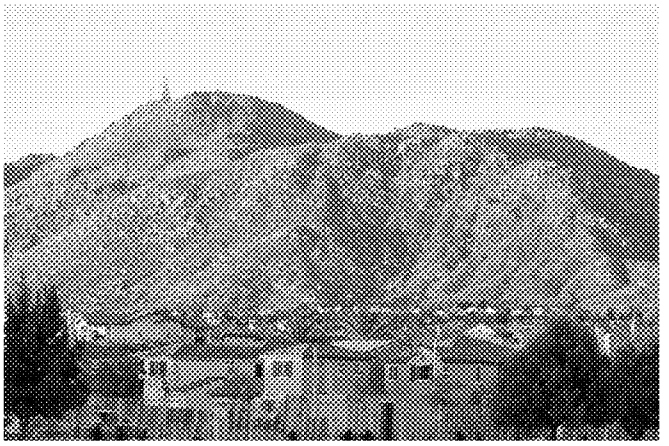

The City of Moreno Valley is located in the South Coast Air Basin, and the South Coast Air Quality Management District (SCAQMD) is the agency principally responsible for comprehensive air pollution control in the Basin. In order to provide GHG emission guidance to the local jurisdictions within the South Coast Air Basin, the SCAQMD has organized a Working Group to develop GHG emission analysis guidance and thresholds.

SCAQMD released a draft guidance document regarding interim CEQA GHG significance thresholds in October 2008, and issued revised interim CEQA GHG significance threshold in January 2009. On December 5, 2008, the SCAQMD Governing Board adopted the staff proposal for an interim GHG significance threshold for projects where the SCAQMD is lead agency. SCAQMD proposed a tiered approach, whereby the level of detail and refinement needed to determine significance increases with a project's total GHG emissions. The tiered approach defines projects that are exempt under CEQA and projects that are within a GHG Reduction Plan as less than significant.

SCAQMD has also begun work on an energy policy that integrates criteria and toxic air contaminants, GHGs, and energy issues to ensure clean air and a healthy economy. The policy includes energy facts and statistics related to the South Coast region, policies for the SCAQMD staff to promote zero emissions and clean energy, and actions for staff to take to develop plans to reduce energy use and air emissions and participate in state regulatory proceedings. The draft policy will be presented to the board on July 8, 2011. (SCAQMD 2011)

Chapter 2 Methodology

2.1 Overview

GHG inventories include all major sources of emissions attributable directly or indirectly to the City's municipal operations or activities within the community the City serves. GHG inventories are divided into two broad categories, Municipal GHG inventories and Community-wide GHG inventories. Municipal GHG Inventories are emissions resulting from City municipal operations. Community-wide GHG inventories are a broader measure of emissions associated with both the activities within the community the City serves and the municipal operations. As such, the Municipal GHG inventory is a subset of the larger Community-wide GHG inventory. The methodology for preparing GHG inventories incorporates the protocols, methods, and emission factors found in the California Climate Action Registry (CCAR) *General Reporting Protocol* (version 3.1, January 2009), the *Local Government Operations Protocol* (LGOP) (version 1.1, May 2010), and the *Draft Community-wide GHG Emissions Protocol* under development by the Association of Environmental Professionals (AEP) and the International Council for Local Environmental Initiatives (ICLEI). The LGOP provides the guidance and protocols in the development of the Municipal GHG inventory. Currently, there is not an adopted protocol for the development of Community-wide GHG inventories. However, the AEP/ICLEI Draft Community-wide GHG Emissions Protocols provide draft guidance in the development of the Community-wide inventory.

The LGOP and the draft AEP/ICLEI Draft Community-wide GHG Emissions Protocols categorize GHG emissions into three distinct "scopes" as a way of organizing GHG emissions, as follows:

- **Scope 1 Emissions** – All "direct" sources of community-wide GHG emissions from sources within the jurisdictional boundaries of the City. This includes fuel burned onsite in buildings and equipment such as natural gas or diesel fuel; transportation fuels burned in motor vehicles; and wood-burning emissions from household hearths. For inventories of only municipal operations, these emissions are limited to activities under the operational control of the local government.

- **Scope 2 Emissions** – Encompasses "indirect" sources of GHG emissions resulting from the consumption of purchased electricity, which is electricity used by the residents, businesses, and City's facilities. An "indirect" source is one where the action that generates GHGs is separated from where the GHGs are actually emitted. For example, when a building uses electricity, it necessitates the burning of fossil fuels, such as coal or natural gas (and resultant release of GHGs) to generate electricity by a utility facility located elsewhere. Thus they are distinguished from *direct* emissions (i.e., Scope 1 emissions) from electricity production, which are reported by the utility itself, in order to avoid double counting.

- **Scope 3 Emissions** is an optional reporting category that encompasses all other "indirect emissions" that are a consequence of activities of the City's residents and businesses, but occur from sources out of the jurisdictional control of the local government. The key to this category of emissions is that they must be "indirect or embodied emissions over which the local government exerts significant control or influence." (CCAR 2010) For example, when

considering GHG emissions from trucks hauling waste under a City contract, the City does not own the waste hauling trucks, but does have significant control over how many pickups the trucks make.

Scope 1 emissions are characterized in this report as "direct emissions" While Scope 2 emissions are characterized as "indirect source emissions."

The analysis herein is tailored to include all existing and projected emission sources within the City to provide, to the fullest extent feasible, a comprehensive analysis of GHG impacts. The Global Warming Solutions Act of 2006 (AB 32) established a comprehensive program of regulatory and market mechanisms to achieve real, quantifiable, cost-effective reductions of GHG emissions. The law mandates the reduction of GHG emissions in California to 1990 levels by 2020.

2.2 Calculation of GHGs

This report establishes 2010 as the year on which to base the existing inventory; this is the most recent year for which reliable data concerning the City's residential, commercial, and government operations are available. This inventory provides a framework on which to design programs and actions that specifically target reductions by emissions sources. Programs and actions already in place within the City are described in Section 4. The 2010 inventory serves as a reference against which to measure the City's progress towards reducing GHG emissions since 2007 and into the future, and also serves as documentation for potential emission trading opportunities.

The methodology used for the calculation GHG emissions differs depending on the emission source, as described below. The emissions calculations follow the CCAR General Reporting Protocol, version 3.1; LGOP, version 1.1; and CARB's Mandatory GHG Reporting Regulations (Title 17, California Code of Regulations, Sections 95100 et seq.). These protocols are consistent with the methodology and emission factors endorsed by CARB and USEPA. In cases where these protocols do not contain specific source emission factors, current industry standards or the USEPA's AP 42 Compilation of Air Pollution Emission Factors were used.

In estimating Moreno Valley's total GHG emissions, data sources from the City, regional, and state agencies were used. Southern California Edison (SCE) and Southern California Gas Company (SCG) provided both municipal and community wide electricity and natural gas data, respectively. Solid waste data was taken from the California Integrated Waste Management Board's (CIWMB) database. Transportation emissions were calculated based on vehicle miles traveled (VMT) modeled by the City's traffic engineer using the TRANSIMS traffic model. Total water use in the City was provided by EMWD. The data used in the calculations for each inventory are summarized in Chapter 3. All of the contributors to GHG emissions (kilowatt-hours of electricity generated by fossil fuel combustion in power plants, natural gas in therms, vehicle travel in VMT, and solid waste in tons) are expressed in the common unit of MT of CO_2e released into the atmosphere in a given year.

In addition, the costs associated with the GHG emissions were calculated for each sector (based on availability of data). The costs were based on the consumer fees for each fuel type included in the

inventory. By including the costs, the City can assess where consumers are spending the most money and utilize the information in making decisions on reduction measures.

Coefficients, modeling inputs, and other assumptions, used in the calculations of GHGs are included in Appendix __ of this report.

GHG emissions are typically segregated into direct and indirect sources as discussed previously. However, direct and indirect sources are not completely independent of each other and are often combined into other more encompassing categories. For example, although natural gas combustion is a direct source and electricity generation is an indirect source, they both are typically discussed under a heading of "Energy" when policies are put in place to reduce emissions. Therefore, this report discusses emissions with respect to the general source categories of Transportation, Energy, Area Source, Water, Wastewater, and Solid Waste.

Transportation

ON-ROAD VEHICLES

Carbon dioxide emissions from vehicles were calculated utilizing EMFAC2007 emission factors for the existing and 2020 inventories. The Emission Factors (EMFAC) model was developed by CARB and used to calculate emission rates from on-road motor vehicles from light-duty passenger vehicles to heavy-duty trucks that operate on highways, freeways, and local roads in California. Motor vehicle emissions of CH_4, and N_2O were also calculated using USEPA emission factors for on-road vehicles based on the total annual mileage driven multiplied by their respective emission factors by year.

Vehicle miles traveled (VMT) and total number of trips were determined by the City's Transportation Analysis and Simulation System (TRANSIMS) model. TRANSIMS is a transportation model developed by the Federal Highway Administration (FHWA) and tracks individual vehicles second-by-second through the road network. This model is based on the Riverside County Traffic Analysis Model (RivTAM) and the SCAG Regional Transportation Model. TRANSIMS estimates 2007 VMT for all trips that begin and/or end within the City limits. This accounts for traffic entering or exiting Moreno Valley and traffic within the City, but excludes pass-through traffic. Moreno Valley's VMT includes miles from all trips within Moreno Valley and half of the miles from trips that begin or end in Moreno Valley; Moreno Valley is held accountable for all trips within the city limits while the City shares accountability with other jurisdictions for trips that have only one end point in Moreno Valley.

The estimates do not account for electrical, biodiesel (a blend of diesel and vegetable oil), or hydrogen powered systems. Any electrically powered vehicle which draws power from a residence, commercial or industrial land use will be accounted for in the electrical usage for the City. Predicted 2020 (business as usual) BAU vehicle trips were estimated by using predicted land use changes and growth. Costs associated with transportation were based on the diesel and gasoline fuel use and their associated per gallon costs in 2007.

Energy

ELECTRICITY

The City emits carbon dioxide, methane, and nitrous oxide indirectly through the use of electricity provided by Southern California Edison (SCE); SCE provided annual energy usage for 2007. 2020 BAU electricity use was estimated based on anticipated growth in the residential and commercial/industrial areas.

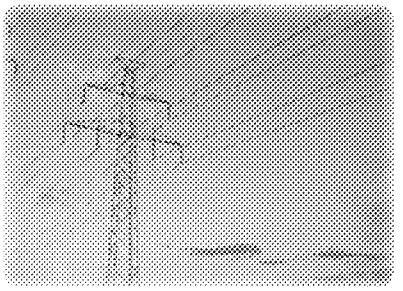

SCE provides electricity from a variety of sources including natural gas, nuclear energy, and large hydroelectric systems. Each of these sources of electricity emits different levels of GHGs. The annual usage in megawatt hours per year (MWh/year) was multiplied by the emission factors appropriate to the inventory year for carbon dioxide, methane, and nitrous oxide to determine emissions from these sources.

Costs of electricity calculations were based on the annual kWh use and price per kWh for each rate class. Electricity rates fluctuate throughout the year, so average values were used.

NATURAL GAS COMBUSTION

The City emits GHGs from the combustion of natural gas. The annual natural gas usage for the City in thousand cubic feet (Mcf) was converted to million British Thermal Units (MMBTUs) and multiplied by the respective emissions factors for carbon dioxide, methane, and nitrous oxide to determine the emissions from natural gas combustion, typically used for heating. Natural gas usage for 2007 was obtained from The Southern California Gas Company. Anticipated 2020 natural gas data was based on per unit usage in 2007 and the anticipated unit growth by 2020. The costs associated with natural gas use were calculated using California 2007 average rates obtained from the U.S. Energy Information Administration (EIA). The rates align with the use breakdowns of residential, industrial, and commercial use.

Area Source

LANDSCAPING

Emissions of carbon dioxide, methane, and nitrous oxide are generated by the use of landscape equipment through the combustion of gasoline. Carbon dioxide emissions were determined directly through URBEMIS2007 for the existing and 2020 inventories. URBEMIS2007 is a computer software package that is used for modeling projected emissions of air quality pollutants including carbon dioxide. From the carbon dioxide emissions, the approximate number of gallons of gasoline consumed through landscape equipment use was calculated. This number was then multiplied by emission factors presented in the General Reporting Protocol, version 3.1 to determine both methane and nitrous oxide emissions.

WOOD BURNING

Direct carbon dioxide emissions are produced from the burning of wood in wood stoves, fireplaces, and natural gas fired stoves. The emissions from natural gas fired stoves are included in the Energy source category. Carbon dioxide, methane, and nitrous oxide emissions from wood stoves and fireplaces are calculated based on the percentage of residential units using each type of hearth and the estimated annual amount of wood burned. The emission coefficients used are taken from the USEPA's AP-42 document. Cost estimates were made for wood burning using the average cost of wood.

Water

POTABLE WATER

Electricity is needed to move and treat water. Moreno Valley residents and businesses currently use approximately 9 billion gallons of potable water. The water for Moreno Valley is provided by the Eastern Municipal Water District (EMWD) and Box Springs Mutual Water Company. A portion of EMWD's water comes from local sources while the remaining water is from the Colorado River and the State Project water originating in Northern California, which is delivered to Southern California via the California aqueduct. Box Springs' water comes primarily from local sources; however, the company does purchase a small amount of water from Western Municipal Water District (WMWD). WMWD water comes from similar sources as those described for EMWD. The emissions associated with the energy used to pump the local water are included in the Electricity section described above. There are additional emissions associated with this purchased water from the Colorado River and the State Water Project due to the electricity used to transport the water over a long distance. Costs associated with water were based on the average rates for residential, commercial, and industrial customers.

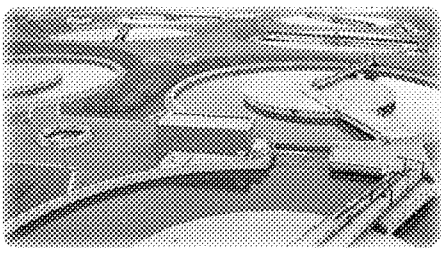

WASTEWATER TREATMENT

EMWD is also the main provider of wastewater and sewer treatment for the City of Moreno Valley. Wastewater-related GHG emissions arise from the electricity used to pump and treat the water, the transportation fuel used to truck the biosolids to an off-site disposal area, and the direct methane emissions from the anaerobic digesters used in the treatment process. The electricity and transportation emissions are included in their respective categories. This category of emissions only represents the direct methane emissions.

Waste Management

SOLID WASTE

Emissions from solid waste are determined as the sum of emissions generated by transportation from its source to the landfill, the equipment used in its disposal at the landfill, fugitive emissions from decomposition in landfills, and the anthropogenic carbon sink generated by the incomplete decomposition of materials in the landfill.

Emissions from the transportation of solid waste is determined based on the annual lbs/year (pounds per year) of total waste disposed in landfills including biosolids waste from wastewater treatment plants, the density of the waste, the capacity of the hauling trucks, the average number of miles traveled by each truck; and the carbon dioxide, methane, and nitrous oxide emissions generated per mile traveled.

Landfill equipment emissions are only included in the inventory if the landfill is under the direct control of the City or County of interest. As the Badlands landfill used for the disposal of waste for Moreno Valley, is not under the City's direct control, emissions from onsite equipment are not included in this inventory.

Fugitive emissions of methane from the decomposition of solid waste are calculated based on the annual waste generation multiplied by the USEPA emission factor for waste production for methane. The emission factor to determine methane generation varies if the landfill operations are known to operate a methane flare or to generate electricity from methane capture. Carbon dioxide generated by decomposition of waste in landfills is not considered anthropogenic because it would be produced through the natural decomposition process regardless of its disposition in the landfill. Nitrous oxide is not a by-product of decomposition and therefore no fugitive emissions of nitrous oxide are anticipated from this source.

Chapter 3 Greenhouse Gas Emissions Inventory

The following sections include Moreno Valley's 2010 municipal operations and community-wide emissions inventories. The municipal operations inventory includes sources and quantities of GHG emissions from government owned or rented buildings, facilities, vehicles, and equipment. The community-wide emissions inventory identifies and categorizes the major sources and quantities of GHG emissions being produced by residents, businesses, and municipal operations taking place in the City of Moreno Valley using the best available data. By having the municipal emissions separated from the community as a whole, the local government can implement reduction strategies where it has direct control, closely monitor the changes in emissions over time, and set an example for the rest of the City.

3.1 2010 Municipal Emissions Inventory

Data Inputs

Data for the municipal inventory was gathered from various City departments. Table 3-1, below, summarizes the data inputs and sources for each of the emission categories included in the inventory.

Table 3-1 2010 Municipal Data Inputs

Category	Data Input	Data Source
Electricity (kWh)	9,937,015 3,847,738	SCE MVU
Natural Gas (therms)	90,651	SCG
Vehicle Fleet *Gasoline(gallons)* *Diesel (gallons)*	 77,325 28,544	Fleet Manager Special Districts
Equipment *Gasoline(gallons)* *Diesel (gallons)*	 2,118 2,208	Parks Division Special Districts
Employee Commute (responses)	141	Employee Survey

With the exception of the employee commute data, each data input was then multiplied by the associated emission factor to calculate the emissions inventory. The data from the employee commute survey was used to estimate total miles traveled, fuel used, and associated GHG emissions for all City employees' commutes. Additionally, where possible, the emissions were categorized by City Department.

Emissions Summary

The City of Moreno Valley emitted 14,529 MT CO_2e through its municipal operations in 2010. The emissions were calculated based on the vehicle and equipment fleet fuel use, energy accounts, waste management, and a survey of the City's employee commutes. The largest portion of the City's 2010 government emissions were from the City's vehicle fleet (57 percent), followed by emissions from electricity (20 percent). Table 3-2 summarizes the City's net 2010 emissions of CO_2e as broken down by

emissions category. Figure 3-1 is a graphical representation of Table 3-2. A detailed breakdown of 2010 emissions by category is available in Appendix __.

Table 3-2 2010 Total Municipal Emissions

Category	Metric tons of CO_2e
Vehicle Fleet	7,988
Electricity	2,898
Natural Gas	1,712
Employee Commute	1,538
Equipment	41
Total	**14,529**

Figure 3-1 2010 Municipal Emissions by Source (metric tons CO_2e)

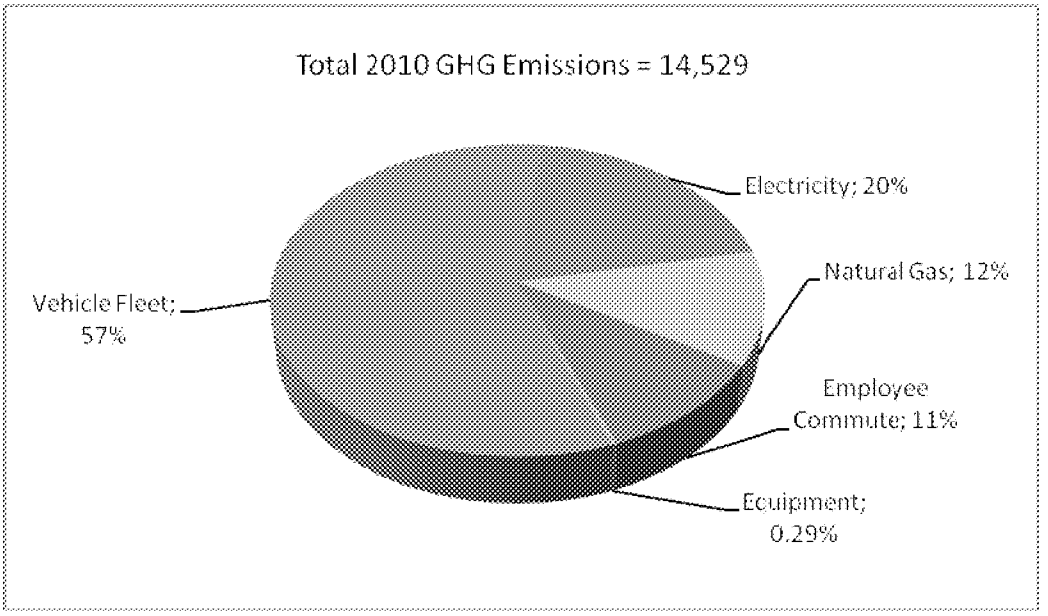

2010 MUNICIPAL DEPARTMENT EMISSIONS AND COSTS

For the municipal inventory it is helpful to see which departments are generating the most emissions. This helps to pinpoint where emissions are coming from and where the focus should be placed for targeting emissions reductions. Table 3-3 and Figure 3-2, below, summarize the electricity, natural gas, and employee commute emissions by department. Vehicle fleet fuel use was not available for each individual department, so those emissions are not included in Table 3-3.

Table 3-3 2010 Municipal Emissions and Costs by Department

Category	Metric Tons of CO_2e	Cost ($)
Public Works [a]	8,521	$ 561,979
Public Lighting	1,550	$ 1,753,647
Community/Special Districts	1,490	$ 343,743
Public Safety	1,201	$ 210,268
Administration	1,128	$ 310,242
Fire	394	$ 87,132
Parks	214	$ 123,755
MVU [b]	31	$ 27,236
Total	**14,529**	**$ 3,418,004**

Note: Emission sources include electricity, natural gas, and fuel use in vehicle fleet, equipment, and employee commute.

[a] Public Works category includes all vehicle fleet emissions with the exception of park-owned vehicles.

[b] MVU category only represents emissions from indirect electricity use by MVU facilities. See the community-wide inventory for all indirect emissions from MVU electricity used throughout the City of Moreno Valley.

Figure 3-2 2010 Comparison of Municipal Emissions Generated by Department (MT CO_2e)

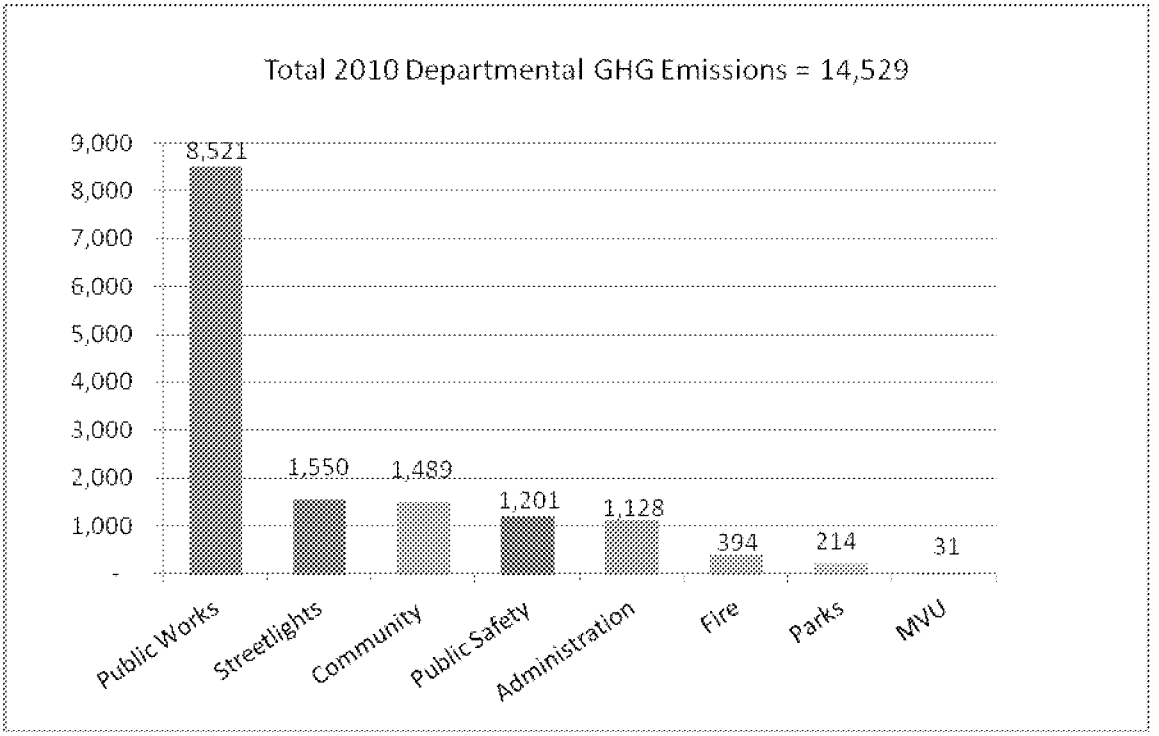

2010 MUNICIPAL COST ESTIMATES

The costs associated with the inventory represent the municipal energy and fuel use costs. These cost estimates give the City a perspective on where the City is spending the most money and help to prioritize reduction measures toward the sectors that have the potential to both reduce emissions and costs. Electricity was the largest source of emissions and cost in 2010, while the employees' commutes followed in emissions and cost. Table 3-4, below, summarizes the cost estimates for 2010.

Table 3-4 Estimated Municipal Energy Costs

Category	Cost
Electricity	$2,634,674
Vehicle Fleet	$ 383,909
Employee Commute	$ 303,339
Natural Gas	$ 79,968
Equipment	$ 16,113
Total	$ 3,418,004

3.2 2010 Community-Wide Emissions Inventory

The community-wide inventory represents all emissions from sources located with the jurisdictional boundaries of the City of Moreno Valley. Therefore, the municipal emissions described in the previous section are a subset of the community-wide inventories presented here. In 2010, the City of Moreno Valley emitted a total of 920,657 MT CO_2e from the community as a whole. The following sections describe the data inputs, emissions by source, and emissions by land use in 2010.

Data Inputs

Data for the community-wide inventory was gathered from various City departments, SCE, SCG, and EMWD. Table 3-5, below, summarizes the data inputs and sources for each of the emission categories included in the inventory.

Table 3-5 2010 Community-Wide Data Inputs

Category	Data Input	Data Source
Electricity (kWh)	633,215,207 62,138,000	SCE MVU
Natural Gas (therms)	26,266,326	SCG
Transportation *Annual Vehicle Miles Traveled* *Annual Trips*	 1,077,909,543 110,098,975	 City Traffic Engineer
Area Source (based on land use) *SFR (units)* *MFR (units)* *Commercial (ksf)* *Industrial (ksf)*	 42,642 9,387 8,325 12,695	 City Planning
Solid Waste (tons)	144,824	CIWMB
Water (AF)	26,183 87	EMWD Box Springs Mutual

Each data input was then multiplied by the associated emission factor to calculate the emissions associated with each source.

Emissions by Source

Table 3-6 includes the total amount of community-wide GHG emissions for the City of Moreno Valley in 2010 by emission source category. The City of Moreno Valley as a whole emitted 920,657 MT CO_2e in 2010. The largest portion of the City's 2010 emissions were from transportation (56 percent), followed by emissions from electricity and natural gas use in buildings (30 percent). Figure 3-3 provides a comparison of GHG emissions by source category.

Table 3-6 2010 Community-Wide GHG Emissions by Source	
Category	**Metric tons of CO_2e**
Transportation	513,581
Energy	277,230
Area Sources	69,437
Solid Waste	43,633
Water and Wastewater	16,831
Total	**920,712**

Figure 3-3 2010 Emissions Generated by Source

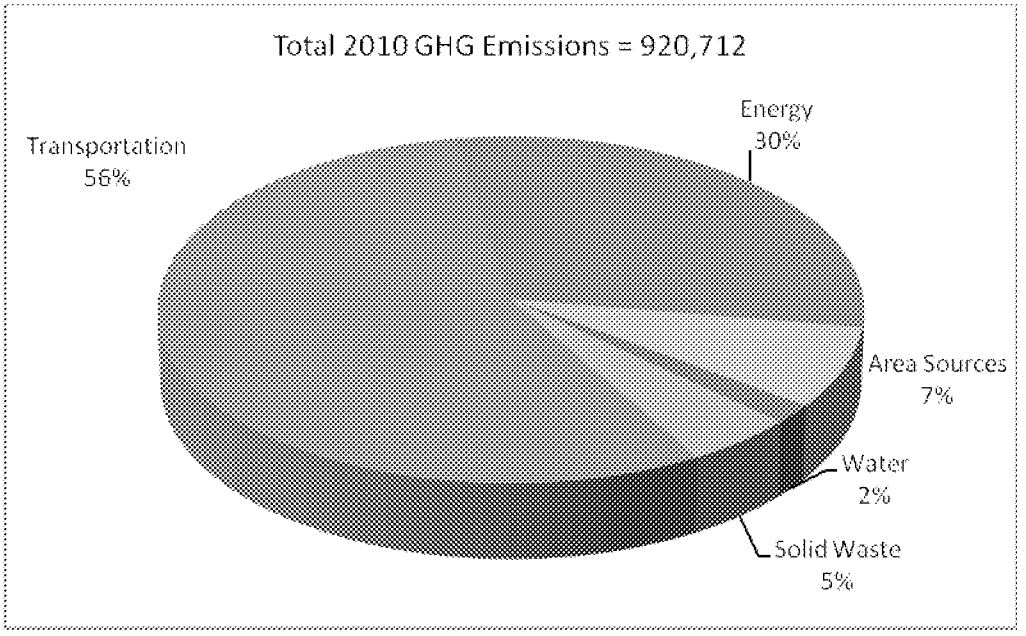

Emissions by Land Use

Table 3-7 summarizes the total amount of community-wide GHG emissions for the City of Moreno Valley in 2010 by land use category. The City of Moreno Valley as a whole emitted 920,712 MT CO_2e in 2010. The largest portion of the City's 2010 emissions were from transportation (56 percent), followed by emissions from residential land uses (31 percent). Due to the nature of mobile emissions, transportation emissions could not be allocated to the individual land use types. Figure 3-4 provides a comparison of GHG emissions by land use category.

Table 3-7 2010 Community-wide GHG Emissions by Land Use	
Category	**Metric tons of CO_2e**
Transportation	513,581
Residential	283,451
Industrial	60,552
Commercial	63,129
Total	**920,712**
Note: Numbers may not add up to the total due to rounding.	

Figure 3-4 2010 GHG Emissions by Land Use

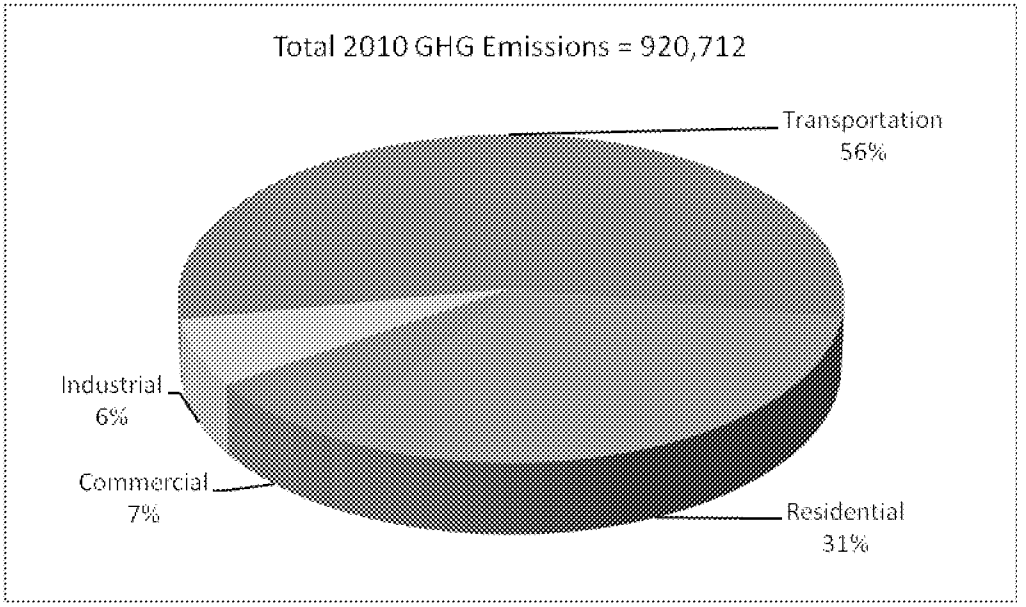

3.3 2020 Business-as-Usual Community-Wide Emissions Inventory

In 2020, Moreno Valley is projected to emit a total of 1,298,543 MT CO_2e from a BAU standpoint. BAU refers to continued operations and development of the City according to existing approved General Plan policies, without the inclusion of recently-adopted sustainability initiatives or proposed policies included as part of the General Plan Update as described in Chapter 4. As with the 2010 community-wide inventory, these emissions represent all sources within the jurisdictional boundary of the City of Moreno Valley, including emissions due to the municipal operations of the City. The following sections describe the data inputs, emissions by source, and emissions by land use category for the year 2020.

Data Inputs

Data for the 2020 community-wide inventory was estimated based on projected growth rates for the City and the traffic model's forecasts. Table 3-8, below, summarizes the growth rates and annual VMT data for 2020.

Table 3-8 2020 BAU Community-Wide Data Inputs

Category	Data Input	Data Source
Transportation		
Annual VMT	1,585,559,510	City Traffic Engineer
Annual Trips	157,447,088	
Growth Rates [a]		
Population	12.8%	City Planning
Housing	19.8%	
Employment	46.2%	

[a] Note: The growth rates represent the overall growth from 2010 to 2020.

The VMT data from the City's 2035 traffic model was used to extrapolate between 2007 and 2035 in order to estimate 2020 VMT. The growth rates were used to estimate the emissions associated with electricity, natural gas, water, wastewater, area source, and solid waste.

Emissions by Source

The 2020 BAU emissions are estimated based on the projected growth in Moreno Valley from 2010 to 2020. These projections include a 12.8 percent increase in population, 19.8 percent increase in housing, and a 46.2 percent increase employment; these growth rates were applied to 2010 community-wide emissions in order to estimate 2020 BAU emissions. Table 3-9 summarizes the 2020 City emissions of CO_2e as broken down by Emissions category. Figure 3-5 is a graphical representation of Table 3-9. A detailed breakdown of 2020 emissions by category is available in Appendix __.

Table 3-9 2020 BAU GHG Emissions by Source	
Category	**Metric tons of CO_2e**
Transportation	788,267
Energy	356,192
Area Sources	84,665
Solid Waste	49,203
Water and Wastewater	20,216
Total	**1,298,543**

Figure 3-5 2020 BAU Emissions Generated by Source (MT CO_2e)

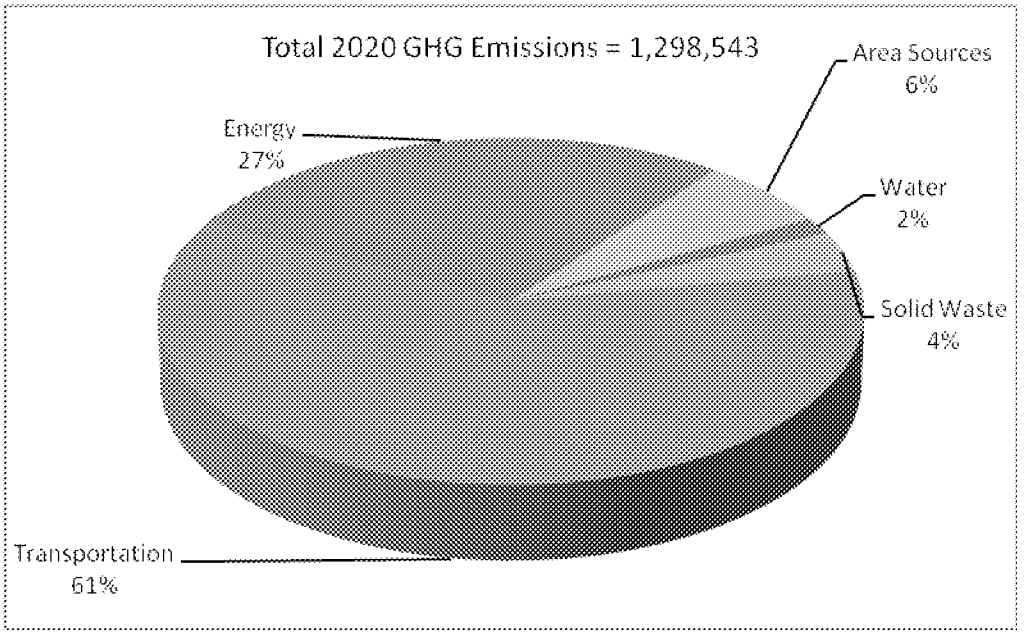

Emissions by Land Use

Table 3-10 summarizes the total amount of community-wide GHG emissions for the City of Moreno Valley in 2020 by land use category. The City of Moreno Valley as a whole is projected to emit 1,298,543 MT CO_2e in 2020. The largest portion of the City's 2020 emissions are projected to be from transportation (61 percent), followed by emissions from residential land uses (26 percent). Due to the nature of mobile emissions, transportation emissions could not be allocated to the individual land use types. Figure 3-6 provides a comparison of GHG emissions by land use category.

Table 3-10 2020 BAU Community-Wide GHG Emissions by Land Use	
Category	**Metric tons of CO_2e**
Transportation	788,267
Residential	338,360
Commercial	84,178
Industrial	87,737
Total	**1,298,543**
Note: Numbers may not add up to the total due to rounding.	

Figure 3-6 2020 BAU GHG Emissions by Land Use

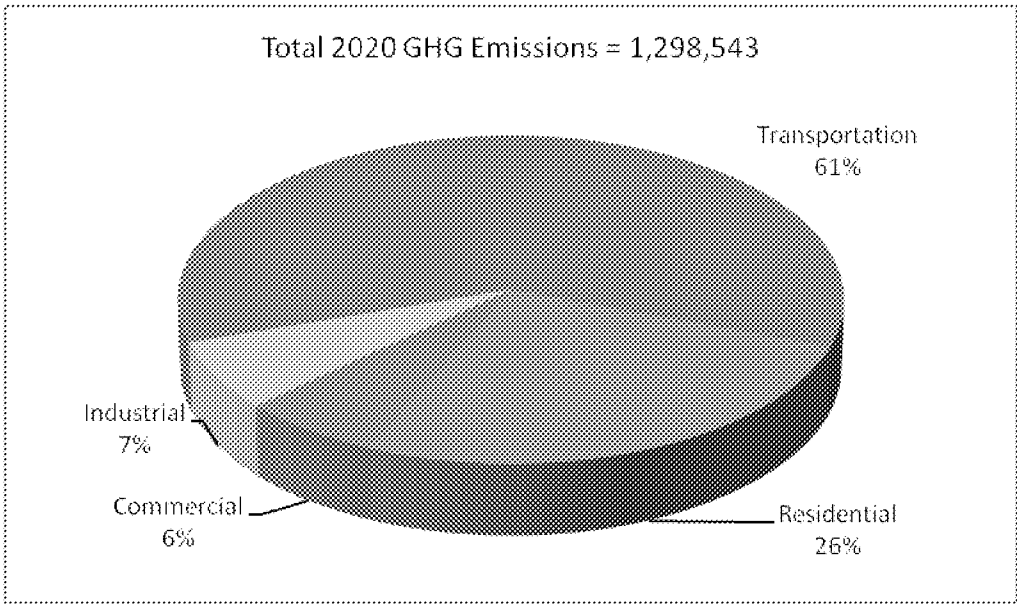

3.4 2020 Reduction Target

In order for California to meet the goals of AB 32, statewide GHG emissions will need to be reduced back to 1990 levels by 2020. To be consistent with the goals of AB 32, the City of Moreno Valley would also need to achieve the same GHG emission reduction target. In the AB 32 Scoping Plan, CARB equated a return to 1990 levels to a 15 percent reduction from "current" levels. CARB states, "… ARB recommended a GHG reduction goal for local governments of 15 percent below today's levels by 2020 to ensure that their municipal and community-wide emissions match the state's reduction target." (CARB 2008) The reduction target calculated in the Scoping Plan was based on an inventory of the state's 2004 GHG emissions (then considered to be "current" levels); these emissions represent a high-point in the economy before the economic recession. For Moreno Valley, the reduction target is based

on the inventory of the City's 2007 GHG emissions. By using 2007, Moreno Valley is consistent with CARB in using an inventory target that is based on pre-recession conditions.

The reduction target is displayed in Table 3-11. Having one overall reduction target, as opposed to targets for each sector, allows Moreno Valley to have the flexibility to reduce emissions from the sector with the most cost-effective reduction strategies (i.e. the greatest reduction in emissions at the least cost).

Table 3-11 2020 GHG Emissions Reduction Target

	Metric Tons CO_2e
2007 Emissions	939,639
% Reduction	15%
2020 Reduction Target	**798,693**

The 2007 emissions inventory was used to set the GHG emissions reduction target for the year 2020. The 2010 inventory, discussed previously and summarized below, provides a baseline for Moreno Valley to measure future progress toward attaining the 2020 target.

3.5 Emissions Comparison by Year

This report analyzes GHG emissions from the most current year with data available (2010) and estimates the future emissions for the City in 2020. Additionally, this report includes an estimate of 2007 GHG emissions which is used to set the 2020 reduction target for the City. See Table 3-16 for a summary of all inventories.

The 1,298,543 MT CO_2e of GHG emissions for 2020 is an estimated increase of 377,830 MT CO_2e above 2010 levels following BAU projections. The growth from 2007 and 2010 to 2020 is a 38 percent increase and 41 percent increase, respectively. Table 3-12 shows a comparison of total emissions for 2007, 2010, and 2020 BAU emissions.

Table 3-12 GHG Emissions by Source

	Metric Tons CO_2e		
Source	**2007**	**2010**	**2020 BAU**
Transportation	517,098	513,581	788,267
Energy	287,261	277,230	356,120
Area Sources	69,390	69,437	84,665
Water and Wastewater	21,595	16,831	20,216
Solid Waste	44,294	43,633	49,203
Total	**939,639**	**920,712**	**1,298,543**

The impact of the economic recession is evident in the emission summaries. 2007 emissions represent the peak of the economy with a decline to the levels in 2010; this is consistent with trends in the overall economy.

The AB 32 Scoping Plan suggests local governments estimate a reduction target for 2020 that is 15 percent below 2007 emissions. Table 3-13 shows the 2020 reduction target for the City's community-wide emissions, the 2020 BAU emissions projected for the City, and the difference between the two. This difference represents the total emissions that the City will need to reduce in order to meet the target by 2020.

Table 3-13 2020 GHG Emissions Reduction Target

	Metric Tons CO_2e
2020 BAU Emissions	1,298,543
2020 Reduction Target	798,693
Amount to Reduce from 2020 BAU	**499,850**

With the reduction target set at 798,693 MT CO_2e, the City will need to reduce emissions by 499,850 MT CO_2e from the 2020 BAU emissions. This amounts to a 38 percent decrease from 2020 BAU emissions and a 13 percent decrease from the 2010 community-wide emissions. Chapter 4 describes the efforts currently underway in Moreno Valley and the reduction strategies that would be implemented to reduce emissions in the City in order to reach the 2020 reduction target.

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Chapter 4 GHG Emissions Reduction Programs and Regulations

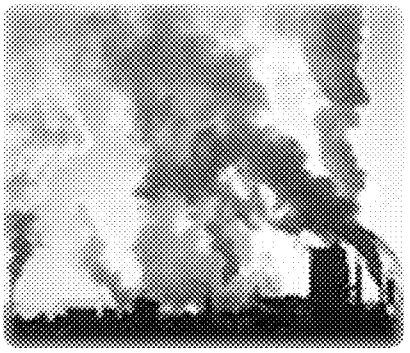

The State of California has set specific targets for reducing GHG emissions from the burning of fossil fuels in both power plants and vehicles by adopting various regulations. In addition, State energy efficiency and renewable requirements provide another level of reductions. In order to provide credit to Moreno Valley for regulatory actions already taken or planned by the State of California, this analysis first evaluates the GHG reductions that will occur within the City as a result of these actions. These will be identified as R1 reduction measures. The R1 measures are included here to show all of the anticipated reduction strategies identified in the AB 32 Scoping Plan for implementation at the State Level that will ultimately result in a reduction of GHG emissions at the City level. The R1 measures are not administered or enforced by the City, but the City - by describing them herein- substantiates the reductions associated with these State Measures.

R2 and R3 reduction measures are measures that will be incorporated at the City level to provide additional reductions in GHG emissions. R2 measures are those measures that can be quantified to show the value of the reduction from the incorporation of those measures. A complete list of assumptions and reductions for each of the R1 and R2 measures is included in Appendix __.

R3 measures are those measures that, although they provide a means through which reductions in emissions will occur, cannot be quantified at this time. The R3 measures are supportive measures or methods of implementation for the R2 measures. For example, R3-E2: Energy Efficiency Training and Public education, is a measure that provides education to inform people of the programs, technology, and potential funding available to them to be more energy efficient, and provides the incentives to participate in the voluntary programs shown in R2-E1 through R2-E7. R3-E2 is supportive of measures R2-E1 through R2-E7 because it will provide more publicity, reduce the perceived challenge of being energy efficient, and provide information on potential rebates and other funding programs which will make retrofits more accessible to everyone. Therefore, although by itself R3-E2 cannot be quantified, its implementation provides a level of assurance that the reduction goals specified in the R2 measures will be achieved.

Also included in the R3 measures are reduction measures that reduce Moreno Valley's government operation emissions. Government operations make up less than 2% of the City's total emissions, but the City can set an example for residents by implementing reduction measures at the municipal level.

Over the last few years Moreno Valley has implemented several programs that have already begun to reduce the City's GHG emissions and will continue to provide reductions through to 2020. Programs that were in place prior to 2010 are accounted for in the existing inventory while programs implemented since 2010 are included below as reduction measures used to reach the 2020 target.

The following discussion summarizes the existing Moreno Valley programs and the proposed reduction measures to be implemented by the City to further reduce GHG emissions. The reduction measures are organized herein by source category (transportation, energy, area source, water, and solid waste) then by R1, R2, and R3 measure. The convention to be used for numbering the mitigation measures will be to list the R designation (R1, R2, or R3) then an abbreviation of the source category, followed by the order number. So, R1-E1 is the first R1 measure within the energy category, R1-E2 is the second measure within the energy category, and so on. The source category abbreviations are as follows: T – transportation; E – energy; A – area source; W – water; and S - solid waste.

Each of the R2 measures include the GHG reduction potential, estimated cost, estimated savings, and additional community co-benefits. The co-benefits describe the additional community benefits from implementing the reduction measure beyond the GHG emissions reduced. The following icons are used to indicate the co-benefits for each measure:

- Air Quality
- Energy Use/Energy Efficiency
- Land Use/Community Design
- Livable Communities
- Public Health
- Renewable Energy
- Transportation Mobility
- Waste Reduction/Recycling
- Water Quality
- Water Use/Water Conservation

4.1 Existing Moreno Valley Programs

Community Energy Partnership

The Community Energy Partnership (CEP) is a collaboration among seven Southern California cities, Southern California Edison, Southern California Gas Company, and The Energy Coalition. Moreno Valley is one of the member cities participating in CEP. By including in this report an inventory of municipal energy usage, establishing a long term vision and plan for energy efficiency in the City, and identifying policies and funding mechanisms to complete municipal facility energy efficiency projects, Moreno Valley has completed the groundwork for an Energy Action Plan and will soon qualify for Gold Level and an Energy Leader.

Energy Star Portfolio Manager

The Energy Star Portfolio Manager is an online tool for monitoring energy use in buildings. Moreno Valley has setup their portfolio with all municipal buildings; SCE and SCG automatically update the energy use data electronically into the portfolio on a monthly basis. The Portfolio Manager assists the City in comparing energy use and assessing Energy Star qualifying status across facilities.

EECBG Projects

The City has completed a number of energy saving renovations made possible by the allocation of Energy Efficiency and Conservation Block Grant (EECBG) funding. The EECBG Program was funded for the first time by the American Recovery and Reinvestment Act of 2009. It is intended to assist U.S. cities, counties, states, territories, and Indian tribes to develop, promote, implement, and manage energy efficiency and conservation projects and programs designed to:

- Reduce fossil fuel emissions;
- Reduce the total energy use of eligible entities;
- Improve energy efficiency in the transportation, building, and other appropriate sectors; and
- Create and retain jobs.

Table 4-1 summarizes the projects the City has completed along with the annual kWh saved, the project cost, the incentive received, and the annual emissions reduced.

Table 4-1 Municipal EECBG Projects

Project Name	kWh saved	Project Cost ($)	Incentive ($)	Emissions Reduced (MT CO_2e)
Fire Station 48 Lighting	3,155	$ 3,668	$ 747	0.61
Fire Station 65 Lighting	5,368	$ 3,961	$ 758	1.03
Fire Station 6 Lighting	8,095	$ 10,227	$ 2,225	1.55
Senior Center Lighting	14,687	$ 10,088	$ 2,038	2.82
Library Thermostat	26,460	$ 1,219	$ 785	5.08
Library Lighting and HID	79,109	$ 32,237	$ 13,670	15.18
City Hall A/C	179,079	$ 711,000	$ 32,017	34.36
City Hall Lighting	318,988	$23,817	$25,354	61.21
City Hall Window Film [a]	203,250	$ 43,187	$ 10,927	230.25
Total	**838,191**	**$ 815,587**	**$ 88,521**	**352.09**

[a] The window film installation also saved 1,726 therms of natural gas annually.

GREEN MoVal

Getting Residents Energy Efficient Now (GREEN) MoVal is a City initiative that encourages residents to become more energy efficient in their homes. The City has a page on their website that connects members of the community to resources related to energy efficiency: http://www.moreno-valley.ca.us/green-mv.shtml

MVU Solar Incentive Program

Moreno Valley Electric Utility offers a Solar Electric Incentive Program, a rebate that can cut the cost of a solar installation. MVU offers a rebate of $2.80 for every watt of solar installed on the roof of a home or business. All incentives are based on limited available funds and verification of installation. The requirements are as follows:

- Incentives are available to MVU electric customers only.
- The qualifying system must be on the same premises as the customer.
- All solar system components must be new and approved by MVU. Panels and inverters must appear on the latest California Energy Commission certified photovoltaic modules list or certified inverters list.
- Panels must have a warrantee for 25 years, and inverters and labor for 10 years. And electric meter must be in place to monitor the system's performance.

Existing General Plan Policies

The City's General Plan lays the framework for continued growth and development in the City. The policies lay the framework for guiding development and land use changes in order to achieve certain goals and objectives. Moreno Valley has goals to create a city that is safe, healthy, and conserves natural resources while accommodating growth and development. While the general plan does not address the reduction of GHGs directly, it does have policies that indirectly reduce emissions. Table 4-2, below, summarizes these relevant polices by emissions category and General Plan element.

Table 4-2 General Plan Policies Related to Reducing GHG Emissions

Source	Element	Objective	Policies
Energy	Community Development	Residential Opportunities	2.2.15
	Safety	Reduce Air Pollution	6.7.6
	Conservation	Energy Efficiency	7.5.1, 7.5.4, 7.5.5
Transportation	Community Development	Convenient Commercial	2.4.8
		Programs	2-6
	Parks, Recreation, and Open Space Element	Trails System	4.3.1, 4.3.2, 4.3.3, 4.3.4, 4.3.5
		Programs	4-3, 4-10, 4-12, 4-13
	Circulation	Safe Street System	5.1.1, 5.1.2
		Maximize Efficiency	5.4.2, 5.4.5, 5.4.6,
		Retain Rural	5.7.2
		Public Transportation System	5.8.1, 5.8.2, 5.8.3, 5.8.4, 5.8.5
		Pedestrian Facilities	5.9.1, 5.9.2, 5.9.3, 5.9.4
		Encourage Bicycling	5.10.1, 5.10.2, 5.10.3, 5.10.4,
		Eliminate Obstructions	5.11.1, 5.11.2
		School Safety	5.12.1
		Programs	5-10e, 5-10f, 5-11, 5-13, 5-14, 5-15, 5-16, 5-17
	Safety	Reduce Vehicle Trips	6.6.1, 6.6.2, 6.6.3, 6.7.2, 6.7.3
	Conservation	Energy Efficiency	7.5.2, 7.5.3
Water	Conservation	Minimize Water Consumption	7.3.1, 7.3.2
Area Source	Community Development	High Quality Development	2.10.14
	Safety	Reduce Air Pollutants	6.7.1
Solid Waste	Conservation	Adequate Solid Waste System	7.8.1

4.2 Transportation

Transportation accounts for the largest source of emissions in Moreno Valley. Measures to reduce emissions associated with transportation include encouraging mixed use development, developing near transit corridors, offering incentives for alternative fuels, creating pedestrian and bicycle friendly communities, and replacing older vehicles with more fuel-efficient ones. The measures below describe opportunities for Moreno Valley to reduce the emissions from transportation.

R1 Transportation Measures

The following list of R1 transportation related measures are those measures that California has identified in the AB 32 Scoping Plan that will result in emission reductions within the City.

R1-T1: ASSEMBLY BILL 1493: PAVLEY I

Assembly Bill (AB) 1493 (Pavley) required the California Air Resources Board (CARB) to adopt regulations that will reduce GHG from automobiles and light-duty trucks by 30 percent below 2002 levels by the year 2016, effective with 2009 models. By 2020, this requirement will reduce emissions in California by approximately 16.4 $MMTCO_2e$, representing 17.3 percent of emissions from passenger/light-duty vehicles in the State (CARB 2008). Implementation of Pavley I was delayed by the USEPA's denial of California's waiver request to set State standards that are more stringent than the federal standards, but in June 2009 the denial of the waiver was reversed and California was able to begin enforcing the Pavley requirements.

R1-T2: ASSEMBLY BILL 1493: PAVLEY II

California committed to further strengthening the AB1493 standards beginning in 2017 to obtain a 45 percent GHG reduction from 2020 model year vehicles. This requirement will reduce emissions in California by approximately 4.0 $MMTCO_2e$, representing 2.5 percent of emissions from passenger/light-duty vehicles in the State beyond the reductions from the Pavley I regulations described above (CARB 2008).

R1-T3: EXECUTIVE ORDER S-1-07 (LOW CARBON FUEL STANDARD)

The Low Carbon Fuel Standard (LCFS) will require a reduction of at least ten (10) percent in the carbon intensity of California's transportation fuels by 2020. By 2020, this requirement will reduce emissions in California by approximately 15 $MMTCO_2e$, representing 6.9 percent of emissions from passenger/light-duty vehicles in the State (CARB 2008). The emissions reduced by this strategy overlap with emissions as a result of the Pavley legislation; adding the emissions reductions would be an overestimate of the actual emissions reductions. This is accounted for in the emission reduction calculations following the methodology used by CARB to calculate emissions reductions in the AB 32 Scoping Plan.

R1-T4: TIRE PRESSURE PROGRAM

The AB 32 early action measure involves actions to ensure that vehicle tire pressure is maintained to manufacturer specifications. The State's plan for implementing this measure is directed at automotive service providers. CARB is requiring automotive service providers to check and inflate each vehicle's tires to the recommended tire pressure rating at the time of performing any automotive maintenance or repair service, indicate on the vehicle service invoice that a tired inflation service was completed and the tire pressure measurements after the services were performed, and keep a copy of the service invoice for a minimum of three years, and make the vehicle service invoice available to the ARB, or its authorized representative upon request. By 2020, CARB estimates that this requirement will reduce emissions in California by approximately 0.55 $MMTCO_2e$, representing 0.3 percent of emissions from passenger/light-duty vehicles in the State (CARB 2008).

R1-T5: LOW ROLLING RESISTANCE TIRES

This AB 32 early action measure would increase vehicle efficiency by creating an energy efficiency standard for automobile tires to reduce rolling resistance. By 2020, this requirement will reduce emissions in California by approximately 0.3 $MMTCO_2e$, representing 0.2 percent of emissions from passenger/light-duty vehicles in the State (CARB 2008).

R1-T6: LOW FRICTION ENGINE OILS

This AB 32 early action measure would increase vehicle efficiency by mandating the use of engine oils that meet certain low friction specifications. By 2020, this requirement will reduce emissions in California by approximately 2.8 $MMTCO_2e$, representing 1.7 percent of emissions from passenger light-duty vehicles in the State (CARB 2008).

R1-T7: GOODS MOVEMENT EFFICIENCY MEASURES

This AB 32 early action measure targets system wide efficiency improvements in goods movement to achieve GHG reductions from reduced diesel combustion. By 2020, this requirement will reduce emissions in California by approximately 3.5 $MMTCO_2e$, representing 1.6 Percent of emissions from all mobile sources (on-road and off-road) in the State (CARB 2008).

R1-T8: HEAVY-DUTY VEHICLE GHG EMISSION REDUCTION (AERODYNAMIC EFFICIENCY)

This AB 32 early action measure would increase heavy-duty vehicle (long-haul trucks) efficiency by requiring installation of best available technology and/or CARB approved technology to reduce aerodynamic drag and rolling resistance. By 2020, this requirement will reduce emissions in California by approximately 0.93 $MMTCO_2e$, representing 1.9 percent of emissions from heavy-duty vehicles in the State (CARB 2008).

R1-T9: MEDIUM AND HEAVY-DUTY VEHICLE HYBRIDIZATION

The implementation approach for this AB 32 measure is to adopt a regulation and/or incentive program that reduce the GHG emissions of new trucks (parcel delivery trucks and vans, utility trucks, garbage trucks, transit buses, and other vocational work trucks) sold in California by replacing them with hybrids. By 2020, this requirement will reduce emissions in California by approximately 0.5 $MMTCO_2e$, representing 0.2 percent of emissions from all on-road mobile sources in the State. This reduction is also equivalent to a 1.0 percent reduction of emissions from all heavy-duty trucks in the State (CARB 2008).

R2 Transportation Measures

The following list of R2 measures are candidate measures the City can implement to achieve an AB 32 compliant reduction target.

R2-T1: LAND USE BASED TRIPS AND VMT REDUCTION POLICIES

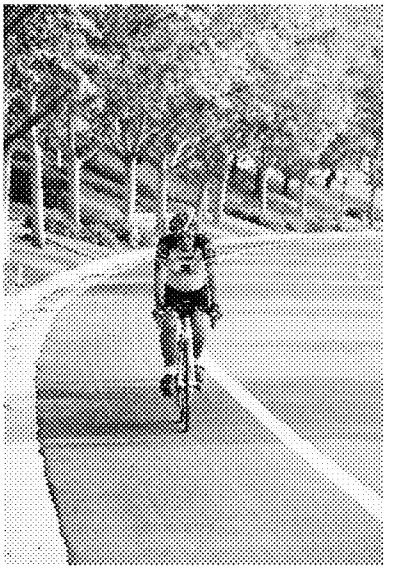

The demand for transportation is influenced by the density and geographic distribution of people and places. Whether neighborhoods have sidewalks or bike paths, whether homes are within walking distance of shops or transit stops will influence the type and amount of transportation that is utilized. By changing the focus of land use from automobile centered transportation, a reduction in vehicle miles traveled will occur.

The forthcoming Sustainable Communities Strategy and Regional Transportation Plan for the SCAG region should include opportunities for Moreno Valley to identify areas for Transit Priority Projects (TPPs). TPPs are eligible for streamlined CEQA review. See Appendix __ for detailed emissions reduction calculations for this strategy and all of the reduction strategies.

GHG Reduction Potential:

20,423 MT CO_2e

4% reduction in passenger vehicle VMT

Community Co-Benefits:

City Costs:

Undetermined costs due to extensive variables in how this is implemented ranging from very modest costs associated with providing incentives to employers to provide commute trip reductions to substantial bicycle and pedestrian infrastructure to facilitate vehicle trip reductions associated with bicycle and pedestrian alternatives.

Private Savings:

$6,959,091 annually, based on fuel savings from fewer, shorter vehicle trips.

R2-T2: TRANSIT IMPROVEMENTS

The City of Moreno Valley will continue to coordinate with Riverside Transit Agency (RTA) and SCAG in order to provide timely and cost effective transit services. In particular, the City will work to expand the bus system, incorporate rapid bus transit to desirable destinations, and provide adequate facilities and connections to pedestrian and bicycle systems.

GHG Reduction Potential:

120,087 MT CO2e

25% reduction in passenger vehicle VMT

Community Co-Benefits:

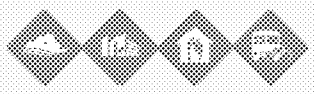

City Costs:

A more detailed cost analysis must be completed in order to assess the costs that the City will incur from these projects.

City Savings:

--

Private Costs:

A more detailed cost analysis must be completed in order to assess the costs that the RTA and private developers will incur to implement these projects.

Private Savings:

$40,919,458 annually, based on fuel savings from using public transit rather than personal vehicles

Potential Funding Sources:

In July 2010, RTA published its *Short Range Transit* Plan, which details the plans for improving the RTA system through Fiscal years 2011-2013. In this Plan, RTA identified the following strategies for service improvements in Moreno Valley:

- Establish a base transit network serving major activity centers including schools, shopping centers, medical centers, and the approved Metrolink station
- Connect Moreno Valley to UCR and Downtown Riverside as well as Perris with direct and frequent transit services
- Provide transit service to the existing and planned major development at March Air Reserve Base and adjacent Joint Powers Authority reuse areas.

SCAG is currently in the process of updating the RTP with the draft to be released in December 2011. The RTP will identify plans for the region to expand transit in Moreno Valley and surrounding areas.

R2-T3: EMPLOYMENT-BASED TRIP REDUCTIONS

Transportation Demand Management (TDM) programs work to reduce automobile travel by encouraging ride-sharing, carpooling, and alternative modes of transportation.

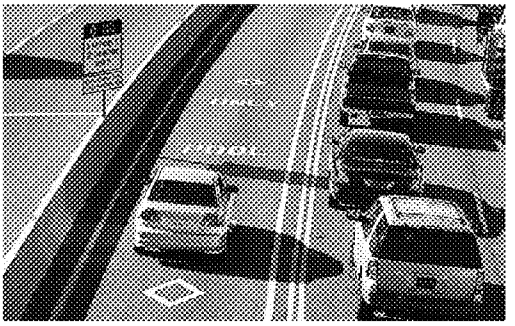

The City of Moreno Valley would implement this strategy by including a TDM strategy as mitigation for New Development.

GHG Reduction Potential:

7,401 MT CO2e

2% reduction in passenger vehicle VMT

Community Co-Benefits:

City Costs:

Undetermined costs depending upon how this is implemented ranging from no costs, to very modest costs associated with providing incentives to employers to provide commute trip reductions.

City Savings:

--

Private Costs:

Minimal administrative fees

Private Savings:

$2,521,975 annually, based on decreased fuel use

Potential Funding Sources:

New businesses can mitigate transportation related emissions by offering programs, facilities and incentives to their employees that would promote carpooling, transit use, and use of other alternative modes.

R3 Transportation Measures

The following R3 measures enhance and/or ensure the reductions accounted for within the R2 measures through education programs or are measures that will reduce emissions but cannot be quantified. Also, reduction measures implemented at the municipal level are described.

R3-T1: REGIONAL LAND USE AND TRANSPORTATION COORDINATION

Promoting the development and use of transit between Moreno Valley and other jurisdictions including the County and neighboring cities enhances the implementation of R2-T1 and R2-T2 described above.

4.3 Energy

Electricity and natural gas use in buildings represent the second largest source of emissions in the City of Moreno Valley. The state has begun to address this source of emissions by requiring new buildings to attain higher standards for energy efficiency and requiring utilities to use more renewable power sources. At the local level, Moreno Valley can encourage developers to go beyond the state requirements and offer incentives to bring older buildings up to current standards.

R1 Energy Reduction Measures

The following list of R1 building energy efficiency related measures are those measures that California has identified in the AB 32 Scoping Plan that will result in emission reductions within the City.

R1-E1: RENEWABLE PORTFOLIO STANDARD FOR BUILDING ENERGY USE

Senate Bills (SBs) 1075 (2002) and 107 (2006) created the State's Renewable Portfolio Standard (RPS), with an initial goal of 20 percent renewable energy production by 2010. Executive Order (EO) S-14-08 establishes a RPS target of 33 percent by the year 2020 and requires State agencies to take all appropriate actions to ensure the target is met. In April 2011, Governor Jerry Brown signed Senate Bill 2 (2011), which codified the Executive Order and requires the State to reach the 2020 goal (CARB 2008).

R1-E2 AND R1-E3: AB 1109 ENERGY EFFICIENCY STANDARDS FOR LIGHTING (RESIDENTIAL AND COMMERCIAL INDOOR AND OUTDOOR LIGHTING)

Assembly Bill (AB 1109) mandated that the California Energy Commission (CEC) on or before December 31, 2008, adopt energy efficiency standards for general purpose lighting. These regulations, combined with other State efforts, shall be structured to reduce State-wide electricity consumption in the following ways:

- R1-E2: At least 50 percent reduction from 2007 levels for indoor residential lighting by 2018; and
- R1-E3: At least 25 percent reduction from 2007 levels for indoor commercial and outdoor lighting by 2018 (CARB 2008).

R1-E4: ELECTRICITY ENERGY EFFICIENCY (AB32)

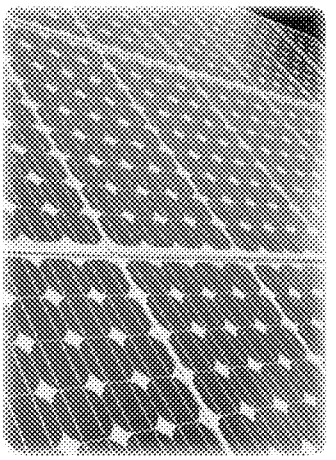

This measure captures the emission reductions associated with electricity energy efficiency activities included in CARB's AB32 Scoping Plan that are not attributed to other R1 or R2 reductions, as described in this report. This measure includes energy efficiency measures that CARB views as crucial to meeting the State-wide 2020 target, and will result in additional emissions reductions beyond those already accounted for in California's Energy Efficiency Standards for Residential and Non-Residential Buildings (Title 24, Part 6 of the California Code of Regulations; hereinafter referred to as, "Title 24 Energy Efficiency Standards") of California's Green Building Standards Code (Title 24, Part 11 of the California Code of Regulations; hereinafter referred to as "CALGreen").

By 2020, this requirement will reduce emissions in California by approximately 21.3 MMTCO2e, representing 17.5 percent of emissions from all electricity in the State (CARB 2008). This measure includes the following strategies:

- "Zero Net Energy" buildings (buildings that combine energy efficiency and renewable generation so that they, based on an annual average, extract no energy from the grid);
- Broader standards for new types of appliances and for water efficiency;
- Improved compliance and enforcement of existing standards;
- Voluntary efficiency and green building targets beyond mandatory codes;
- Voluntary and mandatory whole-building retrofits for existing buildings;
- Innovative financing to overcome first-cost and split incentives for energy efficiency, on-site renewables, and high efficiency distributed generation;
- More aggressive utility programs to achieve long-term savings;
- Water system and water use efficiency and conservation measures;
- Additional industrial and agricultural efficiency initiatives; and
- Providing real time energy information technologies to help consumers conserve and optimize energy performance.

R1-E5: NATURAL GAS ENERGY EFFICIENCY (AB32)

This measure captures the emission reductions associated with natural gas energy efficiency activities included in CARB's AB32 Scoping Plan that are not attributed to other R1 or R2 reductions, as described in this report. This measure includes energy efficiency measures that CARB views as crucial to meeting

the State-wide 2020 target, and will result in additional emissions reductions beyond those already accounted for in the Title 24 Energy Efficiency Standards or CALGreen. By 2020, this requirement will reduce emissions in California by approximately 4.3 MMTCO2e, representing 6.2 percent of emissions from all natural gas combustion in the State (CARB 2008). This measure includes similar strategies to those listed above for R1-E4.

R1-E6: INCREASED COMBINED HEAT AND POWER (AB32)

This measure captures the reduction in building electricity emissions associated with the increase of combined heat and power activities, as outlined in CARB's AB 32 Scoping Plan. The Scoping Plan suggests that increased combined heat and power systems, which capture "waste heat" produced during power generation for local use, will offset 30,000 GWh State-wide in 2020. Approaches to lowering market barriers include utility-provided incentive payments, a possible CHP portfolio standard, transmission and distribution support systems, or the use of feed-in tariffs. By 2020, this requirement will reduce emissions in California by approximately 6.7 $MMTCO_2e$, representing 7.6 percent of emissions from all electricity in the State (CARB 2008).

R1-E7: INDUSTRIAL EFFICIENCY MEASURES (AB32)

This measure captures the reduction in industrial building energy emissions associated with the energy efficiency measures for industrial sources included in CARB's AB 32 Scoping Plan. By 2020, this requirement will reduce emissions in California by approximately 1.0 $MMTCO_2e$, representing 3.9 percent of emissions from all industrial natural gas combustion in the State (CARB 2008). CARB proposes the following possible State-wide measures:

- Oil and gas extraction regulations and programs to reduce fugitive CH_4 emissions;
- GHG leak reduction from oil and gas transmission;
- Refinery flare recovery process improvements; and
- Removal of methane exemption from existing refinery regulations.

R2 Energy Reduction Measures

The following list of R2 measures are candidate measures related to building energy efficiency the City can implement to achieve an AB 32 compliant reduction target.

R2-E1: NEW CONSTRUCTION RESIDENTIAL ENERGY EFFICIENCY REQUIREMENTS

This measure would facilitate the implementation of energy efficient design for all new residential buildings to be 10% beyond the current Title 24 Standards. This energy efficiency requirement is equal to that of the LEED for Homes and ENERGY STAR programs.

The 2008 Title 24 Energy Standards were adopted by the Energy Commission on April 23, 2008, with the 2008 Residential Compliance Manual adopted by the Commission on December 17, 2008. Compliance with the 2008 standards went into effect January 1, 2010. In an effort to meet the overall goal of the California Energy Efficiency Strategic Plan of reaching zero net energy for residential buildings by 2020, the stringency of the Title 24 Energy Standards as regulated and required by the State will continue to increase every three years. As energy efficiency standards increase Moreno Valley may want to periodically re-evaluate their percentage beyond Title 24 goal to ensure it is still a feasibly achievable goal. Although not limited to these actions, this reduction goal can be achieved through the incorporation of the following:

- Install energy efficient appliances, including air conditioning and heating units, dishwashers, water heaters, etc ;
- Install solar water heaters;
- Install top quality windows and insulation;
- Install energy efficient lighting;
- Optimize conditions for natural heating, cooling and lighting by building siting and orientation;
- Use features that incorporate natural ventilation;
- Install light-colored "cool" pavements, and strategically located shade trees along all bicycle and pedestrian routes; and
- Incorporate skylights; reflective surfaces, and natural shading in building design and layouts.

GHG Reduction Potential:

3,357 MT CO_2e

10% beyond Title 24 in new residential

Community Co-Benefits:

City Costs:

Administrative costs associated with incorporating energy efficiency mitigation into the development review process

City Savings:

--

Private Costs:

$15.9 million

The cost is based on an estimated $1,500 per residential unit.

Private Savings:

$778,000 annually in reduced energy costs, resulting in an estimated 20 year payback period on the initial cost.

Potential Funding Sources:

WRCOG and SCE

R2-E2: NEW CONSTRUCTION RESIDENTIAL RENEWABLE ENERGY

GHG Reduction Potential:

1,252 MT CO_2e

10% of energy in new residential from on-site renewable energy

Community Co-Benefits:

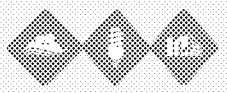

City Costs:

Administrative costs associated with incorporating alternative energy mitigation into the development review process

City Savings:

--

Private Costs:

$20 million

Costs assume 10% of units install 2kW solar PV systems at $7,796/kW. (Anders 2009)

Private Savings:

$760,000 annually in reduced energy costs, resulting in an estimated 26 year payback period on the initial cost.

Potential Funding Sources:

WRCOG and SCE

This measure would facilitate the incorporation of renewable energy (such as photovoltaic panels or small wind turbines) into new residential developments. For participating developments, renewable energy application should be such that the new home's projected energy use from the grid is reduced by 50%. The California Energy Commissions' New Solar Homes Partnership is a component of the California Solar Initiative and provides rebates to developers of 6 or more units where 50% of the units include solar power. In addition this measure would encourage that all residents be equipped with "solar ready" features where feasible, to encourage future installation of solar energy systems. These features should include the proper solar orientation (south facing roof sloped at 20° to 55° from the horizontal), clear access on south sloped roofs, electrical conduit installed for solar electric system wiring, plumbing installed for solar hot water systems, and space provided for a solar hot water tank. The incentive program should provide enough funding and other incentives as shown in the R3 measures to result in approximately 20% of new residential development participation in this program, thereby resulting in a 10% reduction in electrical consumption from new residential developments.

As an alternative to, or in support of, providing onsite renewable energy, the project proponent can buy into a purchased energy offset program that will allow for the purchase of electricity generated from renewable energy resources offsite. Purchased energy offsets (or a combination of incorporated renewables and purchased offsets) must be equal to 50% of the total projected energy consumption for the development. See R3-E3 for further details on the financing program.

R2-E3: RESIDENTIAL ENERGY EFFICIENCY RETROFITS

GHG Reduction Potential:

33,418 MT CO_2e

On average, all existing units become 20% more efficient

Community Co-Benefits:

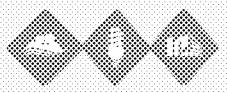

Private Costs:

$49 million

Assumes cost is equal to $0.75/kWh and $4.35/therm saved. (Anders 2009)

Private Savings:

$7.7 million annually in reduced energy costs, resulting in an estimated 6 year payback period on the initial cost.

Potential Funding Sources:

WRCOG and SCE

This reduction measure would set a goal for the City to increase energy efficiency in existing homes. With the rebates and incentive programs currently available, this measure could allow for all residential units to become, on average, 20% more efficient. One key program ensuring the achievement of this reduction measures is Moreno Valley's partnership with the Western Riverside Council of Governments (WRCOG) surrounding their Energy Efficiency and Water Conservation Program (WRCOG 2009). The program would provide residences with low-interest loans that can be used to implement energy efficient improvements on their homes. This program has the potential to reduce energy consumption in retrofitted homes by a minimum of 15%. Although not limited to these actions, this reduction goal can be achieved through the incorporation of the following:

- Replace inefficient air conditioning and heating units with new energy efficient models;
- Replace older, inefficient appliances with new energy efficient models;
- Replace old windows and insulation with top-quality windows and insulation;
- Install solar water heaters;
- Replace inefficient and incandescent lighting with energy efficient lighting; and
- Weatherize the existing building to increase energy efficiency.

R2-E4: RESIDENTIAL RENEWABLE ENERGY RETROFITS

GHG Reduction Potential:

5,750 MT CO_2e

10% of energy in residential from on-site renewable energy

Community Co-Benefits:

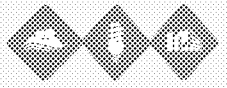

City Costs:

Undetermined costs depending upon how this is implemented ranging from modest administration costs to moderate costs of incentive programs.

City Savings:

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Private Costs:

$81.1 million

Costs assume 10% of units install 2kW solar PV systems at $7,796/kW. (Anders 2009)

Private Savings:

$3.5 million annually in reduced energy costs, resulting in an estimated 23 year payback period on the initial cost.

Potential Funding Sources:

WRCOG, SCE, SEC, MVU Solar Incentive

This measure would set a goal for City residents to retrofit their homes with photovoltaic panels or small wind turbines such that 50% of the home's electrical usage is offset. With the current rebates and incentives available, a participation rate of 20% can be achieved. In particular, the California Energy Commission's Solar Initiative has incentives available to home owners. In addition, WRCOG's Energy Efficiency and Water Conservation Program helps finance solar photovoltaic systems for residents.

Residents may also be eligible for an MVU rebate of $2.80 for every watt of solar installed on the roof of a home.

R2-E5: NEW CONSTRUCTION COMMERCIAL ENERGY EFFICIENCY REQUIREMENTS

GHG Reduction Potential:

3,357 MT CO_2e

On average, all existing units become 10% more efficient

Community Co-Benefits:

City Costs:

Administrative costs associated with incorporating energy efficiency mitigation into the development review process

City Savings:

--

Private Costs:

$9.7 million

The cost is based on an estimated $1.00 per square foot to achieve 10% beyond Title 24. (Anders 2009)

Private Savings:

$1.3 million annually in reduced energy costs, resulting in an estimated 8 year payback period on the initial cost.

Potential Funding Sources:

WRCOG and SCE

This measure would facilitate the implementation of energy efficient design for all new commercial buildings to be 10% beyond the current Title 24 Standards. This energy efficiency requirement meets the minimum requirements of the LEED and ENERGY STAR programs. As energy efficiency standards increase the City may want to periodically re-evaluate their percentage beyond Title 24 goal to ensure it is still a feasibly achievable goal. Although not limited to these actions, this reduction goal can be achieved through the incorporation of the following:

- Install energy efficient appliances, including air conditioning and heating units, dishwashers, water heaters, etc.;
- Install solar water heaters;
- Install top quality windows and insulation;
- Install energy efficient lighting;
- Optimize conditions for natural heating, cooling and lighting by building siting and orientation;
- Use features that incorporate natural ventilation;
- Install light-colored "cool" pavements, and strategically located shade trees along all bicycle and pedestrian routes; and
- Incorporate skylights; reflective surfaces, and natural shading in building design and layouts.

R2-E6: NEW CONSTRUCTION COMMERCIAL/INDUSTRIAL RENEWABLE ENERGY

GHG Reduction Potential:

2,030 MT CO_2e

10% of energy in commercial is from on-site renewable energy

Community Co-Benefits:

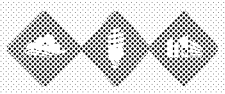

City Costs:

Administrative costs associated with incorporating alternative energy mitigation into the development review process

City Savings:

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Private Costs:

$31.7 million

This cost represents 5kW of solar photovoltaic per 10,000 square feet of new commercial development at an estimated $6,526/kW. (Anders 2009)

Private Savings:

$1.2 million annually in reduced energy costs, resulting in an estimated 26 year payback period on the initial cost.

Potential Funding Sources:

SCE, WRCOG

This measure would facilitate the incorporation of renewable (solar or other renewable) energy generation into the design and construction of new commercial, office, and industrial developments. Renewable energy generation would be incorporated such that a minimum of 10% of the project's total energy needs are offset. In addition, this measure would encourage all facilities be equipped with "solar ready" features where feasible, to facilitate future installation of solar energy systems. These features should include the proper solar orientation, clear access on south sloped roofs, electrical conduit installed for solar electric system wiring, plumbing installed for solar hot water systems, and space provided for a solar hot water tank.

As an alternative to, or in support of, providing onsite renewable energy, the project proponent could buy into an offset program that will allow for the purchase of renewable energy resources offsite. Purchased energy offsets (or a combination of incorporated renewables and purchased offsets) must equal 20% of the total projected energy consumption for the development. See R3-E3 for further details on the financing program.

R2-E7: COMMERCIAL/INDUSTRIAL ENERGY EFFICIENCY AND RENEWABLE ENERGY RETROFITS

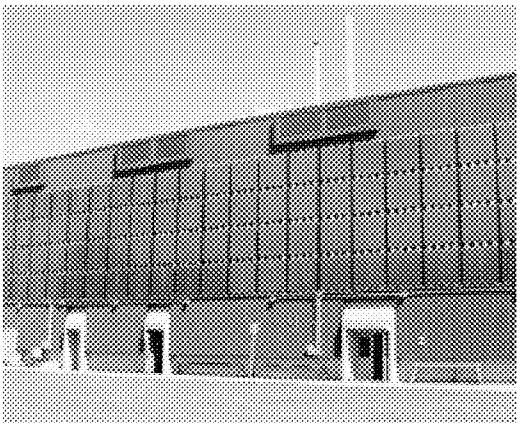

This measure sets a goal for all commercial or industrial buildings undergoing major renovations to reduce their energy consumption by 25%. The State offers incentives and programs that contribute toward the implementation of this goal. Similar to the residential goals described above, WRCOG's Energy Efficiency and Water Conservation Program could help finance energy efficiency and renewable energy projects for commercial buildings. Although not limited to these actions, this reduction goal can be achieved through the incorporation of the following:

- Replace inefficient air conditioning and heating units with new energy efficient models;
- Replace older, inefficient appliances with new energy efficient models;
- Replace old windows and insulation with top-quality windows and insulation;
- Install solar water heaters;
- Replace inefficient and incandescent lighting with energy efficient lighting; and
- Weatherize the existing building to increase energy efficiency.

GHG Reduction Potential:

18,261 MT CO_2e

Assumes a 25% decrease in energy use through a combination of energy efficiency and renewable energy retrofits.

Community Co-Benefits:

City Costs:

Undetermined costs depending upon how this is implemented ranging from modest administration costs to moderate costs of incentive programs.

City Savings:

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Private Costs:

$14.6 million

The cost is based on an estimated $1.50 per square foot to achieve the reductions. (Anders 2009)

Private Savings:

$6.9 million annually in reduced energy costs, resulting in an estimated 2 year payback period on the initial cost.

Potential Funding Sources:

R3 Energy Reduction Measures

The following R3 measures enhance and/or ensure the reductions accounted for within the R2 measures through education programs or are measures that will reduce emissions but cannot be quantified.

R3-E1: ENERGY EFFICIENT DEVELOPMENT, AND RENEWABLE ENERGY DEPLOYMENT FACILITATION AND STREAMLINING

This measure would encourage the City to identify key opportunities for the implementation of green building practices and the incorporation of renewable energy systems. This could include the updating of codes and zoning requirements and guidelines. This measure could be further enhanced by providing incentives for energy efficient projects such as priority in the reviewing, permitting, and inspection process. Additional incentives could include flexibility in building requirements such as height limits or set-backs in exchange for incorporating green building practices or renewable energy systems.

R3-E2: ENERGY EFFICIENCY TRAINING & PUBLIC EDUCATION

This measure would strengthen Moreno Valley General Plan Policy Infrastructure & Utilities 7.6.8 which provides public education and publicity about energy efficiency measures and reduction programs available within the City through a variety of methods including newsletters, brochures, and the City's Website. This measure would enhance this existing program by including rebates and incentives available for residences and businesses as well as providing training in green building materials, techniques, and practices for all plan review and building inspection staff.

R3-E3: ENERGY EFFICIENCY AND SOLAR ENERGY FINANCING

This measure would facilitate the incorporation of innovative, grant funded or low-interest financing programs for energy efficiency and renewable energy projects for both existing and new developments. This would include financing for heating, ventilation, air conditioning, lighting, water heating equipment, insulation, weatherization, and residential and commercial renewable energy. The City is a member of a partnership with WRCOG surrounding their Energy Efficiency and Water Conservation Program. The program would provide property with low-interest loans that would be repaid over time through annual property tax payments.

R3-E4: CROSS-JURISDICTIONAL COORDINATION

Under this reduction measure the City would coordinate with other local governments, special districts, nonprofit, and other organizations in order to optimize energy efficiency and renewable resource development and usage. This would allow for economies of scale and shared resources to more effectively implement these environmental enhancements.

R3-E5: ALTERNATIVE ENERGY DEVELOPMENT PLAN

The accomplishment of this measure would encourage the City and MVU to work with SCE to explore the possibilities for producing energy by renewable means within the built environment. This would be developed to identify appropriate alternative energy facilities (i.e., photovoltaic) for use within residential and commercial developments. The Alternative Energy Development Plan will encourage the

establishment of City policies and ordinances to address how alternative energy production would be conducted. This measure would identify the most optimal locations and the best means by which to avoid noise, aesthetics and other land use compatibility conflicts. Another provision of this Plan could be to identify possible sites for the production of renewable energy using local renewable sources such as solar, wind, small hydro, and/or biogas. This would encourage adopting measures to protect these resources and providing right-of-way easements, utility easements, or by setting aside land for future development of these potential production sites.

4.4 Area Source

The following list includes measures related to landscaping and wood burning emissions that will reduce emissions and help the City to achieve an AB 32 compliant reduction target.

R1 Area Source Reduction Measure

R1-L1: SCAQMD HEALTHY HEARTHS PROGRAM

AQMD's Rule 445-Wood Burning Devices, adopted on March 7, 2008, applies to residents in the South Coast Air Basin and includes the following key components:

- No permanently installed indoor or outdoor wood burning devices in new developments;
- Establishes a mandatory wood burning curtailment program on high pollution days during November through February, beginning November 1, 2011. Based on current air quality conditions, there may be 10 to 25 mandatory curtailment days in specific areas (AQMD 2008).

R2 Area Source Reduction Measure

R2-L1: ELECTRIC LANDSCAPING EQUIPMENT

This measure reduces GHG emissions by substituting electric landscaping equipment for the traditional gas-powered equipment. Electric lawn equipment including lawn mowers, leaf blowers and vacuums, shredders, trimmers, and chain saws are available. When electric landscaping equipment in used in place of conventional equipment, direct GHG emissions from natural gas combustion are replaced with indirect GHG emissions associated with the electricity used to power the equipment.

GHG Reduction Potential:

4,207 MT CO_2e

The change out from gas powered equipment to electric powered equipment reduces emissions by 38.5%. The reduction calculations assume all new developments use electricity rather than gas powered equipment.

Community Co-Benefits:

City Costs:

Undetermined costs due to variables ranging from no costs with no city involvement, modest costs associated engaging the public to participate in the program, to moderate costs of teaming with SCE in the incentive program.

City Savings:

--

Private Costs:

There is no additional cost associated with installing external outlets and purchasing electric equipment rather than gas-powered.

Private Savings:

Savings vary depending on fuel used

Potential Funding Sources:

SCAQMD lawn-mower trade-in program

R3 Area Source Reduction Measures

The following R3 measures are related to landscape strategies that will help reduce GHG emissions and can be incorporated into development projects without additional cost. These measures strategically place trees and other landscape mechanisms that create shade to reduce the heat island effect within parking lots and adjacent to buildings, which in turn, reduces the temperature of buildings and cars during the summer.

R3-L1: EXPAND CITY TREE PLANTING

This program evaluates the feasibility of expanding tree planting within the City. This includes the evaluation of potential carbon sequestration from different tree species, potential reductions of building energy use from shading, and GHG emissions associated with pumping water used for irrigation. Commercial and retail development should be encouraged to exceed shading requirements by a minimum of 10% and to plant low emission trees. In support of Environmental Resources Goal 10.10 from Moreno Valley's General Plan, all future development shall be encouraged to preserve native trees and vegetation to the furthest extent possible.

R3-L2: HEAT ISLAND PLAN

The implementation of this measure would include promoting the use of cool roofs, cool pavements, and parking lot shading by increasing the number of strategically placed shade trees. Further, City wide Design Guidelines should be amended to include that all new developments and major renovations (additions of 25,000 square feet or more) would be encouraged to incorporate the following strategies such that heat gain would be reduced for 50% of the non-roof impervious site landscape (including parking, roads, sidewalks, courtyards, and driveways). The strategies include:

- Strategically placed shade trees;
- Paving materials with a Solar Reflective Index (SRI) of at least 29;
- Open grid pavement system; or
- Covered parking (with shade or cover having an SRI of at least 29).

4.5 Water

Although emissions associated with water represent a small portion of the total emissions for the City, Moreno Valley can still conserve water use in order to reduce the reliance on imported water from the state and encourage the use of recycled water.

R1 Water Reduction Measure

The following R1 water related reduction measure has been identified in the AB 32 Scoping Plan and will result in emission reductions within the City.

R1-W1: RENEWABLE PORTFOLIO STANDARD (33 PERCENT BY 2020) RELATED TO WATER SUPPLY AND CONVEYANCE

This measure would increase electricity production from eligible renewable power sources to 33 percent by 2020. A reduction in GHG emissions results from replacing natural gas-fired electricity production with zero GHG-emitting renewable sources of power. By 2020, this requirement will reduce emissions from electricity used for water supply and conveyance in California by approximately 21.3 $MMTCO_2e$, representing 15.2 percent of emissions from electricity generation (in-State and imports) (CARB 2008).

R1-W2: CAL GREEN BUILDING STANDARDS

The 2010 California Green Building Standards (CALGreen) went into effect January 1, 2011. The standards include a 20% mandated reduction in indoor water use for all residential and commercial buildings. For outdoor water use, CALGreen requires developers to install landscaping devices that can sense moisture content of soil and restrict landscaping-related water use when moisture content is high.

R2 Water Reduction Measure

The following R2 measure is a candidate measure related to water that the City can implement to achieve an AB 32 compliant reduction target.

R2-W1: WATER USE REDUCTION INITIATIVE

GHG Reduction Potential:

3,493 MT CO2e

The calculated emission reductions assume all new developments reduce water consumption by 20%.

Community Co-Benefits:

City Costs:

Administrative costs associated with water conservation included in the development review process.

City Savings:

--

Private Costs:

Considered negligible if implemented with new development

Private Savings:

$3.9 million annually in reduced water costs.

Potential Funding Sources:

EMWD rebates

This initiative would reduce emissions associated with electricity consumption for water treatment and conveyance. This measure encourages the City to adopt a per capita water use reduction goal in support of the Governors Executive Order S-14-08 which mandates the reduction of water use of 20 percent per capita. The City's adoption of a water use reduction goal would introduce requirements for new development and would provide cooperative support for water purveyors that are required to implement these reductions for existing developments. The City would also provide internal reduction measures such that City facilities will support this reduction requirement. The following represent potential programs that could be implemented to attain this reduction goal.

WATER CONSERVATION PROGRAM

Under this program the excessive watering of landscaping, excessive fountain operation, watering during peak daylight hours, water of non-permeable surfaces, excessive water use for noncommercial washing, and water use resulting in flooding or runoff would be prohibited. In addition the program would encourage efficient water use for construction activities, the installation of low-flow toilets and showerheads for all new developments, use of drought-tolerant plants with efficient landscape watering systems for all new developments, recycling of water used for cooling systems, use of pool covers, and the posting of water conservation signage at all hotels.

WATER EFFICIENCY RETROFIT PROGRAM

This program would encourage upgrades in water efficiency for renovations or additions of residential, commercial, office, and industrial properties equivalent to that of new developments. The City would work with local water purveyors to achieve consistent standards, and to develop, approve, and review procedures for implementation.

INCREASED RECYCLED WATER USE

Coordinate with EMWD to promote the use of municipal wastewater and graywater for agricultural, industrial and irrigation purposes. This measure would be subject to approval of the State Health Department and compliance with Title 22 provisions. This measure would facilitate the following:

- Inventory of non-potable water uses that could be substituted with recycled or graywater;
- Determination of the feasibility of producing and distributing recycled water for groundwater replenishment;
- Determine the associated energy/GHG tradeoffs for treatment/use vs. out of basin water supply usage;
- Cooperation and coordination with responsible agencies to encourage the use of recycled water where energy tradeoffs are favorable.

R3 Water Reduction Measure

The following R3 measure enhances and/or ensures the reductions accounted for within the R2 measure identified above.

R3-W1: WATER EFFICIENCY TRAINING AND EDUCATION

Under this measure the City, in coordination with EMWD and local water purveyors would implement a public information and education program that promotes water conservation. The program could include certification programs for irrigation designers, installers, and managers, as well as classes to promote the use of drought tolerant, native species and xeriscaping. This measure supports measure R2-W1 discussed above.

4.6 Solid Waste

The following measures describe ways for the City of Moreno Valley to reduce the amount of waste sent to the landfill and thus reduce the associated GHG emissions.

R1 Solid Waste Measure

The following R1 solid waste related measure is a measure that California has identified in the AB 32 Scoping Plan that will result in emission reductions within the City.

R1-S1: WASTE MEASURES

The CARB AB 32 Scoping Plan recommends three measures for reducing emissions from Municipal Solid Waste at the State level, including: 1) landfill methane control; 2) increase the efficiency of landfill methane capture; and 3) high recycling/zero waste. CARB approved a regulation implementing the discrete early action program for methane recovery (1), which became effective June 17, 2010. This measure is expected to result in a 1.0 MMTCO2e reduction by 2020 (CARB 2008). Other measures proposed by CARB include increasing efficiency of landfill methane capture (2) and instituting high recycling/zero waste policies (3). Potential reductions associated with these measures are still to be determined.

R1-S2: CAL GREEN CONSTRUCTION WASTE REDUCTION

The 2010 CALGreen Standards also include a measure for the reduction of construction waste. This measure states that at least 50% of non-hazardous construction and demolition debris must be recycled or salvaged. This reduces the amount of waste sent to the landfill and thus reduces GHG emissions associated with the decomposition of solid waste.

R2 Solid Waste Measures

The following R2 measure reduces emissions related to solid waste and helps Moreno Valley to achieve an AB 32 compliant reduction target.

R2-S1: CITY DIVERSION PROGRAM

GHG Reduction Potential:

26,577 MT CO_2e

The emissions reductions account for a 20% decrease in non-construction waste sent to landfills. Non-construction waste represents 87% of Moreno Valley's total waste.

Community Co-Benefits:

City Costs:

Administrative costs of including construction material recycling, interior and exterior recycling storage areas in new development, and recycling at public events.

City Savings:

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Private Costs:

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Private Savings:

Undetermined

Potential Funding Sources:

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The state has set the following targets for Moreno Valley's solid waste disposal: 4.4 pounds per day (PPD) per resident and 31.8 PPD per employee (equating to a diversion rate of 50%). As of 2009, the City is below the target for both categories: 3.3 PPD per resident and 26 PPD per employee. To further reduce the amount of waste disposed, and comply with AB 341, this measure would set a target for the City to increase the waste diverted to 75% by 2020 (this equates to 2.2 PPD per resident and 15.9 PPD per employee). The following is a potential list of waste reduction measures that will further strengthen existing waste reduction/diversion programs along with coordination with Waste Management of the Inland Empire and Riverside County Waste Management.

- Provide outreach and education programs for residential, commercial, and industrial land uses in order to further promote existing City diversion programs;
- Encourage businesses to adopt a voluntary procurement standard and prioritize those products that have less packaging, are reusable, or recyclable;
- Support State level policies that provide incentives for efficient and reduced packaging waste for commercial products;
- Provide waste audits;
- Make recycling mandatory at all public events;
- Support legislation which advocates for extended producer responsibility;
- Reuse and recycle construction and demolition waste (including, but not limited to, soil, vegetation, concrete, lumber, metal, and cardboard);

- Require interior and exterior storage areas for recyclables at all buildings associated with new construction;
- Provide adequate recycling containers in public areas, including parks, public golf courses, and City owned facilities; and
- Provide education and publicity about reducing waste and available recycling services.

R3 Solid Waste Measures

The following R3 measures enhance and/or ensure the reductions accounted for within the R2 measure identified above.

R3-S1: ENCOURAGE INCREASED EFFICIENCY OF THE GAS TO ENERGY SYSTEM AT LANDFILLS.

El Sobrante Landfill and the Badlands Landfill, where Moreno Valley's waste is sent, currently have gas-to-energy systems that convert methane released from the decomposition of waste into energy. This measure would encourage Waste Management of the Inland Empire and Riverside County Waste Management Department to keep current with upgrades in efficiencies to waste to energy systems and to upgrade as feasible when significant increases in conversion efficiencies are available. Moreno Valley's waste is deposited in the El Sobrante Landfill and the Badlands Landfill, so the emissions from Moreno Valley's solid waste are dependent on the waste management and methane capture systems in place at El Sobrante and Badlands. Any reductions in emissions from the landfill will, in turn, reduce Moreno Valley's emissions from solid waste generation.

R3-S2: WASTE EDUCATION PROGRAM

This measure would provide public education and increased publicity about commercial and residential recycling. This measure would educate the public about waste reduction options available at both residential and commercial levels, including composting, grass recycling, and waste prevention, and available recycling services.

Chapter 5 Total Estimated Reductions

In 2020, the City of Moreno Valley is projected to emit a total of 1,298,543 MT CO_2e without the incorporation of reduction measures. With implementation of the reduction measures discussed in Chapter 4, the City emissions for 2020 would be reduced to 798,137 MT CO_2e. The statewide reduction measures (the R1 Measures in Chapter 4) would reduce the bulk of Moreno Valley's emissions and make a substantial contribution toward reaching the 2020 reduction target. However, the City would need to supplement the state measures with the implementation of the local reduction measures (R2 measures) discussed in Chapter 4.

5.1 Reductions from R1 and R2 Measures

The R1 measures described in Chapter 4 will be implemented at the State level with reductions occurring at the local level in Moreno Valley. The R2measures go beyond the State measures to reduce GHG emissions in order to meet the 2020 reduction target. Table 5-1 summarizes the MT CO_2e and the corresponding percentage of emissions reduced for each of the R1 and R2 measures.

Table 5-1 Measures and Associated Emissions Reduced from 2020 Inventory

Transportation	MT CO_2e Reduced	% of Transportation Emissions
R1-T1 & R1-T2: Pavley I and II	150,196	19.1
R1-T3: Low Carbon Fuel Standard	45,941	5.8
R1-T4: Tire Pressure	1,591	0.2
R1-T5: Low Rolling Resistance Tires	1,058	0.1
R1-T6: Low Friction Oils	8,973	1.1
R1-T7: Goods Movement Efficiency	9,288	1.2
R1-T8: Aerodynamic Efficiency	1,152	0.2
R1-T9: Medium/Heavy Duty Hybridization	595	0.1
R2-T1: Land Use and VMT Reduction Policies	20,423	2.6
R2-T2: Transit Improvements	120,087	15.2
R2-T3: Employment Based Trips	7,401	0.9
Transportation Total	**366,706**	**46.5**
Energy	**MT CO_2e Reduced**	**% of Energy Emissions**
R1-E1: Renewable Portfolio Standard 33%	3,194	0.9
R1-E2: Indoor Residential Lighting	5,900	1.7
R1-E3: Indoor Commercial/Outdoor Lighting	4,380	1.2
R1-E4: Electrical Energy Efficiency	3,060	0.9
R1-E5: Natural Gas Energy Efficiency	1,382	0.4
R1-E6: Combined Heat/Power	12,678	3.6
R1-E7: Industrial Efficiency	791	0.2
R2-E1: New Residential Energy Efficiency	3,357	0.9
R2-E2: New Residential Renewable Energy	1,252	0.4
R2-E3: Residential Energy Efficiency Retrofits	33,418	9.4
R2-E4: Residential Renewable Energy Retrofits	5,750	1.6
R2-E5: New Commercial Energy Efficiency	3,357	0.9
R2-E6: New Commercial Renewable Energy	2,030	0.6
R2-E7: Commercial Energy Retrofits	18,261	5.1
Energy Total	**80,549**	**22.6**

Table 5-1 Measures and Associated Emissions Reduced from 2020 Inventory		
Area Source	**MT CO_2e Reduced**	**% of Area Source Emissions**
R1-L1: SCAQMD Healthy Hearths Programs	6,244	7.6
R2-A1: Electric Landscaping Equipment	4,207	5.1
Area Source Total	**10,451**	**12.7**
Water	**MT CO_2e Reduced**	**% of Water Emissions**
R1-W1: RPS related to Water Supply	2,535	12.7
R1-W2 & R2-W1: Water Conservation Strategies	3,493	17.5
Water Total	**6,028**	**30.1**
Solid Waste	**MT CO_2e Reduced**	**% of Solid Waste Emissions**
R1-S2: CalGreen Construction Waste	10,618	6.5
R2-S1: Waste Disposal Program	26,577	16.3
Solid Waste Total	**37,196**	**22.8**

With the statewide reduction measures and the implementation of the R2 measures, Moreno Valley would reduce its community-wide emissions to a level below the established 2020 reduction target. Table 5-2 summarizes the 2020 inventory emissions, the GHG reductions associated with the reduction measures, and the reduced 2020 emissions.

Table 5-2 Reduction Summary for 2020 Inventory				
	2020 MT CO_2e	**Reductions MT CO_2e**	**Reduced 2020 MT CO_2e**	**% Reduction**
Transportation	788,267	366,706	421,561	46.5
Energy	356,193	104,820	251,372	29.4
Area Sources	84,665	11,619	73,046	13.7
Water/Wastewater	20,216	6,057	14,158	30.0
Solid Waste	49,203	11,203	38,000	22.8
TOTAL	**1,298,543**	**500,406**	**798,137**	**38.5**

The implementation of the R1 and R2 reduction measures would reduce Moreno Valley's emissions by 38.5 percent to 798,137 MT CO_2e.

5.2 Reduced 2020 Community-Wide Emissions Inventory

With the implementation of GHG reduction measures, Moreno Valley is projected to reduce its emissions to a total of 798,137 MT CO_2e, which is 556 MT CO_2e below the 2020 reduction target. This is a decrease of 38.5 percent from the City's 2020 BAU emissions inventory and 13 percent from the 2010 emissions. The reduction measures reduce GHG emissions from all sources of community-wide GHG emissions including transportation, energy, area sources, water, and solid waste. The following sections describe the emissions by source and land use category for the year 2020.

Emissions by Source

The emissions by source for the reduced 2020 inventory were calculated by applying a percent reduction to the 2020 emissions for each reduction measure. Table 5-3 summarizes the reduced 2020 City emissions of CO_2e as broken down by emissions category. Figure 5-1 is a graphical representation of Table 5-3. A detailed breakdown of reduced 2020 emissions by category is available in Appendix __.

Table 5-3 Reduced 2020 GHG Emissions by Source

Category	Metric tons of CO_2e
Transportation	421,561
Energy	251,372
Area Sources	73,046
Solid Waste	38,000
Water and Wastewater	14,158
Total	**798,137**

Figure 5-1 Reduced 2020 GHG Emissions Generated by Source

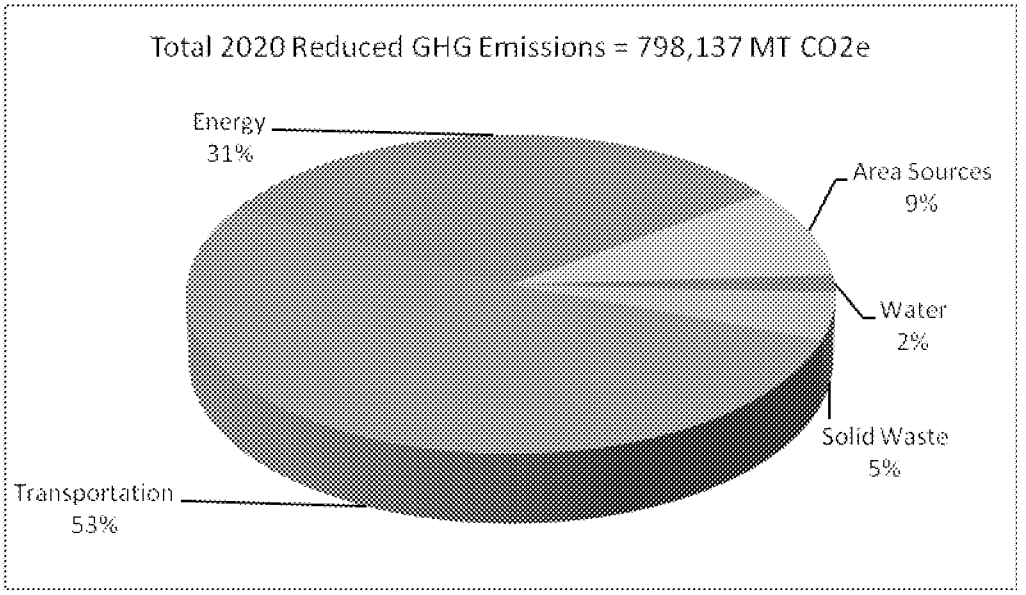

5.3 Emissions Summary

With the implementation of the reduction measures outlined in Chapter 4, the City of Moreno Valley would reduce its emissions to a level below the 2020 reduction target calculated in Chapter 3. This represents a 38.5 percent decrease from the BAU 2020 inventory and is consistent with the State's GHG

reduction goals. Table 5-4 summarizes the existing 2010 emissions, the 2020 emissions inventory, and the reduced 2020 emissions.

Table 5-4 2020 GHG Emissions Comparison

Source Category	Metric tons of CO_2e			
	2010	BAU 2020	Reduced 2020	% Reduced
Transportation	513,581	788,267	421,561	46.5
Energy	277,230	356,192	251,372	29.4
Area Sources	69,437	84,665	73,046	13.7
Water and Wastewater	16,831	20,216	14,158	30.0
Solid Waste	43,633	49,203	38,000	22.8
Total	**920,712**	**1,298,543**	**798,137**	**38.5**
Emission Reduction Target		**798,693**	**798,639**	
Below Reduction Target?		**No**	**Yes**	

Note: Mass emissions of CO_2e shown in the table are rounded to the nearest whole number. Totals shown may not add up due to rounding.

Chapter 6 Conclusion

6.1 Conclusions

This report serves as a guide to help the City implement the objectives of conserving resources and reducing GHG emissions. This document also serves as a technical resource future updates of the City's General Plan and other land use related documents that may require evaluation and documentation of GHG emissions. Figure 6-1 shows a comparison between the emission inventories discussed throughout this report.

Figure 6-1 Moreno Valley GHG Emissions by Year

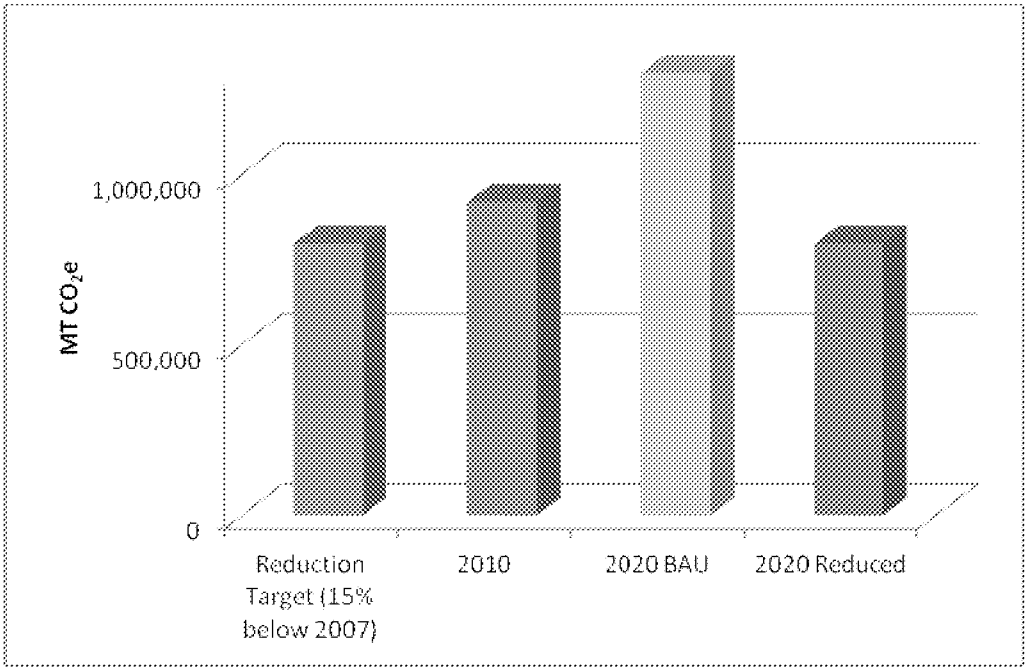

This document sets a target to reduce community-wide GHG emission emissions by 15% from 2007 levels by 2020, consistent with the State reduction goals in AB 32. The CARB Scoping Plan outlines the reduction strategies designed to meet the statewide reduction goal of AB 32. The City has a reduction strategy as described in Chapter 4 that would meet the State reduction goal. Reduction measures provided herein would ensure that Moreno Valley meets the AB 32 reduction target of reducing to 15% below 2007 levels (reduce down to 798,693 MT CO_2e) by 2020. In many cases, implementation of the reduction measures will require the cooperation of other agencies, private businesses, and residents. Even with the anticipated growth, the modernization of vehicle fleets, combined with the continued implementation of the proposed measures, will reduce GHG emissions by approximately 500,406 MT CO_2e from 2020 levels. Therefore, the implementation of the State (R1) measures combined with the City's R2 and R3 measures will reduce GHG emissions down to 798,137 MT CO_2e by year 2020, which is 556 MT CO_2e below the reduction target.

6.2 Additional Reduction Opportunities

The quantitative analysis of reductions demonstrates that the City can achieve the reduction target by implementing the reduction strategies. The quantitative analysis of future emissions in Moreno Valley also demonstrates that the target is achieved with only 556 MT CO_2e to spare. However, there are many additional opportunities to reduce emissions that cannot be calculated in a quantitative manner at this time.

One class of additional reduction opportunities includes many of the R3 measures which are anticipated to reduce emissions but cannot be calculated due to indeterminate variables. These include cross-jurisdictional coordination on transportation and energy programs that can reap huge additional reduction opportunities beyond what Moreno Valley can do on their own, an Alternative Energy Development Plan coordinated with SCE, City tree planting program that provides additional sequestration and shade, and a Heat Island Plan. Addressing the heat island affect will reduce the energy needed to cool buildings and automobiles, which would result in a reduction in GHG emissions. However, the current state of emission modeling cannot calculate the emissions reductions associated with addressing the heat island effect.

Another class of additional reduction opportunities includes the implementation of the Regional Sustainable Communities Strategy (SCS) within Moreno Valley. The Southern California Association of Governments (SCAG) has released the draft SCS, but has not finalized it or provided the quantitative values to estimate the GHG reductions within Moreno Valley attributable to implementation of the SCS. Once more quantitative data is available, additional reductions due to the SCS within Moreno Valley can be calculated and provided.

The last class of additional reduction opportunities includes the City's ability to implement the R2 measures in a manner that reduces emissions beyond what was calculated in Section 4. As an example, a very modest participation in voluntary energy efficiency retrofits of existing buildings was expected in the calculations that are shown. Increasing participation in these programs will result in additional reductions.

The City should monitor progress of achieving the reduction goal as the R2 measures are implemented and take advantage of these additional reduction opportunities to insure that the target is achieved.

Chapter 7 Implementation

This GHG Analysis sets a framework for Moreno Valley to reduce its GHG emissions. Through this analysis, the City has set a baseline for emissions, a target for emissions reductions, and a strategy to attain the reductions to a series of reduction measures. The implementation of these measures will depend on development review; coordination with other agencies, businesses, and residents; and availability of funding through rebates and incentives.

Many of the proposed reduction measures will be implemented through the development review process. New construction offers the opportunity to build with energy efficiency and renewable energy integrated from the start. Additionally, making land use decisions based on transit accessibility and proximity to a variety of uses will help to reduce the dependency on vehicles as the main mode of transportation. Reductions from existing development will also be critical in order to reduce emissions in Moreno Valley. These improvements to existing buildings can offer direct energy cost savings and there are a variety of rebates and incentives available at the state and local level to make the upfront costs more affordable.

On a municipal level, the City of Moreno Valley has already begun to implement energy efficiency upgrades with funding from the EECBG grant money. By implementing all of the remaining planned projects, the City can set an example for the rest of the community and demonstrate how these retrofits are saving the City money and reducing GHG emissions. The City has also been monitoring its energy use through the Energy Star Portfolio Manager program. This has allowed the City to assess energy use in its facilities and monitor changes in energy use based on the retrofits described above. In the future, Moreno Valley can also work to identify additional funding for future projects and continue to administrate the Energy Star Portfolio Manager.

This report is the first step in getting Moreno Valley on track with reducing its GHG emissions. Moving forward, the City will need to monitor and evaluate the implementation of the plan, reassess the reduction measures, and continually update the plan in order to address emissions beyond 2020.

Chapter 8 References

CHAPTER 8 REFERENCES

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MV00175894

MORENO VALLEY
WHERE DREAMS SOAR

Department Update: City Manager's Office

City Council Meeting, August 28, 2012

Administration
City Manager, Assistant City
Manager, Assistant to the City
Manager, Executive Assistant II
Media & Communications
3 Cable TV Producers in MVTV-3,
Sr. Graphics Designer, Customer
Service Assistant

MORENO VALLEY
WHERE DREAMS SOAR

City Manager's Office

Prioritized Goals: Council Workshop

- Job Development/Maximizing Vacant Land Opportunities
- Focus on Medical Corridor and Health Services/Educational opportunities
- Maximize Transportation and Infrastructure Opportunities
- Economic and Tax Base Development
- Enhance City Image

MORENO VALLEY
WHERE DREAMS SOAR

City Manager's Office

- Jobs/Education Initiative
- 5 Town Hall Meetings
- Op-Ed pieces in P-E, Black Voice News
- "In God We Trust"
- Media & Communications Strategy
- Mayor's State of the City

MV00175898

MORENO VALLEY
WHERE DREAMS SOAR

City Manager's Office

Groundbreaking Ceremonies

- ☑ Morrison Park Fire Station
- ☑ Heacock Bridge
- ☑ Nason/Cactus Street Improvement

Ribbon Cutting Ceremonies

- ☑ Nason/60 Phase I Interchange Improvements
- ☑ Auto Mall Improvement
- ☑ Nason/60 Ramps "Milestone Celebration"

MORENO VALLEY
WHERE DREAMS SOAR

City Manager's Office

- MVTV-3 tops in CA & Arizona
- Veteran's Day & Memorial Day
- 138 press releases
- Graphics support for 200 publications
- Live MVTV-3 broadcasts

MORENO VALLEY
WHERE DREAMS SOAR

City Manager's Office

- 3-Year Budget
- 3-Year Economic Development Action Plan
- Resolve Edgemont Water Issue
- Address St. Light Subsidy
- Legislative Program
- Maintain Services/Address Fiscal Challenges

MORENO VALLEY
WHERE DREAMS SOAR
Department Update:
City Manager's Office
City Council Meeting, August 28, 2012

MV00175902

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:30 PM
July 10, 2012

CALL TO ORDER

The Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority and the Board of Library Trustees was called to order at 6:41 p.m. by Mayor Richard A. Stewart in the Council Chamber located at 14177 Frederick Street

Mayor Richard A. Stewart announced that the City Council receives a separate stipend for CSD meetings.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Pro Tem William H. Batey II.

INVOCATION

Council Member Jesse L. Molina

ROLL CALL

Council:

Richard A. Stewart	Mayor
William H. Batey II	Mayor Pro Tem
Jesse L. Molina	Council Member
Marcelo Co	Council Member
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Juliene Clay	Administrative Assistant
Henry T. Garcia	City Manager
Richard Teichert	Financial and Administrative Services Director

Robert Hansen	City Attorney
Michelle Dawson	Assistant City Manager
Joel Ontiveros	Police Chief
Abdul Ahmad	Fire Chief
Ahmad Ansari	Public Works Director
Barry Foster	Community and Economic Development Director
Tom DeSantis	Human Resources Director
Mike McCarty	Parks & Community Services Director

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Richard A. Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Pete Bleckert A.21 and A.22 (oppose).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF JUNE 26, 2012 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of June 20 - July 3, 2012.

A.4 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE IRONWOOD AVENUE IMPROVEMENTS FROM HEACOCK STREET TO PERRIS BOULEVARD PROJECT NO. 06-50182625, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM (Report of: Public Works Department/CPD)

MV00175904

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Ironwood Avenue Improvements from Heacock Street to Perris Boulevard, constructed by STI Inc. Trucking and Materials, 18791 Van Buren Boulevard, Suite E, Riverside, CA 92508;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code;

3. Authorize the Financial and Administrative Services Director to release the retention to STI Inc. Trucking and Materials, thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

A.5 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS, PUNCH-LIST ITEMS, AND CALTRANS ACCEPTANCE ARE COMPLETED FOR THE SR-60/NASON INTERCHANGE, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT IMPROVEMENTS INTO THE CITY-MAINTAINED SYSTEM – PROJECT NO. 98-25897 (Report of: Public Works Department/CPD)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements, punch-list items, and Caltrans acceptance are completed for construction of the SR-60/Nason Interchange Improvements, constructed by All American Asphalt, PO Box 2229, Corona, CA 92878;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code;

3. Authorize the Financial and Administrative Services Director to release the retention to All American Asphalt, thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept improvements into the City's maintained system upon acceptance of the improvements as complete.

A.6 AUTHORIZE AWARD OF CONSTRUCTION CONTRACT TO HARDY & HARPER, INC. FOR IRIS AVENUE PAVEMENT RESURFACING - PROJECT NO. 13-22422410 (Report of: Public Works Department/CPD)

Recommendation:

1. Award the construction contract to include Base Bid Schedule and Additive Bid Schedules A to D to Hardy & Harper, Inc., 1312 Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder;

2. Authorize the City Manager to execute a contract with Hardy & Harper, Inc.;

3. Authorize the issuance a Purchase Order to Hardy & Harper, Inc. for the amount of $1,225,900.00 ($1,066,000.00 Base Bid Schedule and Additive Bid Schedules amount plus 15% contingency of $159,900.00) when the contract has been signed by all parties;

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order's total contingency amount of $159,900.00, subject to the approval of the City Attorney; and

5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained roadway system, and release the retention to Hardy & Harper, Inc., if no claims are filed against the project.

A.7 APPROVE RESOLUTION NO. 2012-56, AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR STATE-LOCAL PARTNERSHIP PROGRAM (SLPP) GRANT FUNDING AND APPROPRIATING REQUIRED MATCHING FUNDS FOR THE CACTUS AVENUE WIDENING PROJECT FROM INTERSTATE 215 EASTBOUND OFF-RAMP TO VETERANS WAY PROJECT NO. 07-41678527 (Report of: Public Works Department/CPD)

Recommendation:

1. Approve Resolution No. 2012-56, authorizing the submittal of an application for the California Transportation Commission (CTC) State-Local Partnership Program (SLPP) grant for the requested amount of $560,000 for Cactus Avenue Widening from Interstate 215 Eastbound Off-Ramp to Veterans Way;

Resolution No. 2012-56

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing Submittal of an Application for Funds to the California Transportation Commission for the State-Local Partnership Program Grant Under the Proposition 1B Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 for the Cactus Avenue Widening Project from Interstate 215 East Bound Off-Ramp to Veterans Way Project No. 07-41678527

2. Authorize the City Engineer/Public Works Director, on behalf of the City, to accept any SLPP grant funds the CTC may allocate for the Cactus Avenue Widening project; and

3. Authorize the appropriation of funds up to $560,000 SLPP grant funding monies when and if the grant is awarded by the CTC and accepted by the City Engineer/Public Works Director on behalf of the City, and appropriate up to $560,000 in matching funds from Development Impact Fees (DIF, Fund 201) if and when the grant application is accepted by the CTC.

A.8 FIRST AMENDMENT TO AGREEMENT WITH FALCON ENGINEERING SERVICES INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE SR-60/MORENO BEACH PHASE 1 PROJECT – PROJECT NO. 07-41570024 (Report of: Public Works Department/CPD)

Recommendation:

1. Authorize the "First Amendment to Agreement for Professional Consultant Services, Transportation Uniform Mitigation Fee (TUMF) – Zonal" (First Amendment) with Falcon Engineering Services, Inc. (Falcon), 1020 Aquino Circle, Corona, CA 92879 to provide construction management and inspection services for the SR-60/Moreno Beach Interchange Project (Phase 1) for $767,821.56;

2. Authorize the City Manager to execute said First Amendment with Falcon;

3. Acting as the Successor Agency, approve this action as a recognized payment obligation of the former Redevelopment Agency

of the City of Moreno Valley, add it to the Recognized Obligation Payment Schedule, submit same to the Oversight Board for Approval, and authorize the City Manager to access agency funds only after Oversight Board and State Department of Finance approval;

4. Authorize a Change Order to increase Purchase Order No. 42372 with Falcon by $767,821.56 from Account No. 797.79731.7200 once the First Amendment has been signed by all parties; and

5. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the contract with Falcon within the authorized purchase order amount subject to the approval of the City Attorney.

A.9 LICENSE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND AMERICAN MEDICAL RESPONSE – INLAND EMPIRE FOR THE USE OF FIRE STATION 91 (Report of: Fire Department)

Recommendation:

1. Approve a License Agreement between the City of Moreno Valley and American Medical Response - Inland Empire for the use of Fire Station 91; and

2. Authorize the Mayor to execute the Agreement.

A.10 APPROPRIATION OF EQUIPMENT REPLACEMENT RESERVE FUNDS FOR THE PURCHASE OF A CONFINED SPACE COMMUNICATIONS KIT (Report of: Fire Department)

Recommendation:

Approve an appropriation of $10,500 from Equipment Replacement Reserve Funds to 1010-40-45-30110-660399 for the replacement of a confined space communication kit.

A.11 COMMUNITY ORIENTED POLICING SERVICES (COPS) FUNDING OPPORTUNITY (Report of: Police Department)

Recommendation:

1. Approve the grant application and authorize acceptance (if awarded) of the Office of Community Oriented Policing Services (COPS) grant in the amount of $155,384, entitled "Community Policing Development Program;" and

2. Authorize the revenue and expense budgets in the Community Oriented Policing Services (COPS) Fund 2720 for the Community

Policing Development Program in the amounts of $155,384, respectively, upon approval and acceptance of the COPS grant.

A.12 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE WIDENING OF PERRIS BOULEVARD SOUTHBOUND AT STATE ROUTE 60 WESTBOUND ON-RAMP, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM - PROJECT NO. 08-12566627 (Report of: Public Works Department/CPD)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Widening of Perris Boulevard Southbound at State Route 60 Westbound On-Ramp constructed by Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92878;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code;

3. Authorize the Financial and Administrative Services Director to release the retention to Hillcrest Contracting, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

A.13 ACCEPTANCE AND APPROPRIATION OF AN ADDITIONAL $2,000,000 IN SURFACE TRANSPORTATION PROGRAM - LOCAL (STPL) FUNDS FOR THE SR-60/NASON OVERCROSSING IMPROVEMENT PROJECT - PROJECT NO. 07-41570024 (Report of: Public Works Department/CPD)

Recommendation:

Accept and appropriate an additional $2,000,000 of Surface Transportation Program – Local (STPL) funds for the SR-60/Nason Overcrossing Improvement Project.

MV00175909

A.14 AUTHORIZATION OF GRANT APPLICATION SUBMITTALS FOR THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) (Report of: Public Works Department/TED)

Recommendation:
Authorize the submittal of grant applications for the Highway Safety Improvement Program (HSIP).

A.15 AUTHORIZATION TO AWARD CONTRACT TO ALL CITY MANAGEMENT SERVICES FOR THE ADMINISTRATION OF THE CROSSING GUARD PROGRAM (Report of: Public Works/TED)

Recommendation:

1. Authorize the Award of a Crossing Guard Service Contract to All City Management Services to provide adult crossing guard services within the City, commencing with the start of the 2012/2013 school year in mid-August;

2. Authorize the City Manager to execute an agreement with All City Management Services;

3. Authorize the issuance of a Purchase Order to All City Management Services in the amount of $517,258.50 for the first year of the agreement, and subsequent purchase orders as necessary to fund subsequent years of service in accordance with the terms of the agreement; and

4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with All City Management Services, subject to the approval of the City Attorney.

A.16 AUTHORIZE THE NINTH AMENDMENT TO AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. FOR PROFESSIONAL CONSULTANT SERVICES FOR THE INDIAN DETENTION BASIN DRAINAGE IMPROVEMENTS, AND IRONWOOD AVENUE STREET IMPROVEMENTS FROM HEACOCK STREET TO NITA DRIVE - PROJECT NO. 09-89791726 (Report of: Public Works Department/CPD)

Recommendation:

1. Approve the "Ninth Amendment to Agreement for Professional Consultant Services" with AECOM Technical Services, Inc., for the amount of $65,785, to provide additional professional services during close-out from the construction of the Indian Detention Basin Drainage Improvements, and Ironwood Avenue Street Improvements from Heacock Street to Nita Drive;

MV00175910

2. Authorize the City Manager to execute said "Ninth Amendment to Agreement for Professional Consultant Services" with AECOM Technical Services, Inc.;

3. Acting as the Successor Agency, approve this action as a recognized payment obligation of the former Redevelopment Agency of the City of Moreno Valley, add it to the Recognized Obligation Payment Schedule, submit same to the Oversight Board for approval, and authorize the City Manager to access agency funds only after Oversight Board and State Department of Finance approval;

4. Authorize a Change Order to increase the Purchase Order with AECOM Technical Services, Inc. by $65,785 when the Ninth Amendment has been signed by all parties; and

5. Authorize the Public Works Director/City Engineer to execute any subsequent minor related amendment(s) to the agreement with AECOM Technical Services, Inc. subject to the approval of the City Attorney.

A.17 AUTHORIZE A PURCHASE ORDER TO JOHNSON POWER SYSTEMS FOR THE EMERGENCY OPERATIONS CENTER FAMILY CARE CENTER GENERATOR PROJECT
PROJECT NO. 11-24024011 (Report of: Public Works Department/CPD)

Recommendation:

1. Authorize the issuance of a Purchase Order in the amount of $245,670 ($228,000 plus applicable taxes) to Johnson Power Systems, 656 E. La Cadena Drive, Riverside, CA 92502, for the purchase of the generator set and tank for the Emergency Operations Center Family Care Center;

2. Authorize the issuance of a Purchase Order in the amount of $73,810 ($68,500 plus applicable taxes) to Johnson Power Systems, 656 E. La Cadena Drive, Riverside, CA 92502, for the purchase of the additional tank for the existing generator at City Hall, if funding is available at the time of construction award; and

3. Authorize the appropriation of the savings in the amount of $458,000 from the 2005 Lease Revenue Bond Fund 501 for the Public Safety Building Conversion project to the Emergency Operations Center Family Care Generator project.

A.18 BALLISTIC GLASS UPGRADES (Report of: Police Department)

Recommendation:

1. Approve the Ballistic Glass Upgrades of the Moreno Valley Public Safety Building's (Police Department) lobby and clerical area with a revised estimated cost of $170,000; and

2. Authorize the use of $100,000 from the Moreno Valley Police Department's operational savings to be used in conjunction with the previously approved $70,000 asset forfeiture fund to complete the Ballistic Glass Upgrades.

A.19 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE AUTO MALL STREET IMPROVEMENTS PROJECT NO. 08-89791725, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM (Report of: Public Works Department/CPD)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Auto Mall Street Improvements Project to Sean Malek Engineering and Construction, 43905 Margarita Road, Temecula, CA 92592;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code;

3. Authorize the Financial and Administrative Services Director to release the retention to Sean Malek Engineering and Construction, thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project;

4. Acting as the Successor Agency, approve this action as a recognized payment obligation of the former Redevelopment Agency of the City of Moreno Valley as included on the Oversight Board approved list of projects;

5. Authorize the Public Works Director/City Engineer to accept the portion of improvements that are within the City's jurisdiction into the

City's maintained system upon acceptance of the improvements as complete; and

6. Authorize the Community and Economic Development Director to release the applicable improvements to the Moreno Valley Auto Mall Landscaping Association for maintenance.

A.20 AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT AND PURCHASE ORDER WITH JD EDGE SOFTWARE (Report of: Financial & Administrative Services Department)

Recommendation:

1. Authorize the City Manager to execute an agreement and purchase order with JD Edge Software for costs not-to-exceed $250,000 ($199,995 quoted costs plus $50,005 (25%) contingency) to assist the City in converting Human Resource and Payroll data for incorporation into the City's new ERP system; and

2. Appropriate $250,000 in FY 2012-13 to the Technology Services Division, Professional Services account from fund balance available from FY 2011-12 savings in the Financial & Administrative Services and Human Resources Departments to fund the contract expenditures for the ERP replacement project.

A.21 ADOPT A RESOLUTION APPROVING THE WRITE-OFF OF UNCOLLECTIBLE ACCOUNTS RECEIVABLE RELATED TO INVESTMENTS WITH LEHMAN BROTHERS HOLDINGS INC. IN THE AMOUNT OF $2,819,046.30 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2012-57, approving the write-off of $2,819,046.30 in uncollectible Accounts Receivable related to investments in Lehman Brothers Holdings Inc.

Resolution No. 2012-57

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Write-Off of Uncollectible Accounts Receivable related to investments with Lehman Brothers Holdings Inc. in the amount of $2,819,046.30

A.22 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND ELECTRIC RATE SCHEDULE ED – ECONOMIC DEVELOPMENT RATE FOR MORENO VALLEY UTILITY (Report of: Public Works Department/EU)

Recommendation:

1. Approve Resolution No. 2012-58 amending Electric Rate Schedule ED – Economic Development Rate for Moreno Valley Utility; and

Resolution No. 2012-58

A Resolution of the City Council of the City of Moreno Valley, California, to amend Electric Rate Schedule ED – Economic Development Rate and Associated Agreement for Moreno Valley Utility

2. Authorize the City Manager to execute, on behalf of the City Council, the amended Economic Development Rate Agreement for New or Expanded Load Electric Service Customer pursuant to Schedule ED - Economic Development Rate.

A.23 CERTIFICATION OF RIVERSIDE HOUSING DEVELOPMENT CORPORTION AS A DESIGNATED COMMUNITY HOUSING DEVELOPMENT ORGANIZATION FOR FISCAL YEAR 2012-2013 (Report of: Community & Economic Development Department)

Recommendation:

Adopt Resolution 2012-59 certifying Riverside Housing Development Corporation (RHDC) as a city-designated Community Housing Development Organization (CHDO).

Resolution No. 2012-59

A Resolution of the City Council of the City of Moreno Valley, California, Designating a Community Housing Development Organization Under the United States Department of Housing and Urban Development Home Investment Partnership Act

A.24 AFFORDABLE HOUSING AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND RIVERSIDE HOUSING DEVELOPMENT CORPORATION FOR 22877 ALLIES PLACE (Report of: Community & Economic Development Department)

Recommendation:

1. Adopt Resolution No. 2012-60 and approve the Affordable Housing Agreement by and between the City of Moreno Valley and Riverside Housing Development Corporation (RHDC);

Resolution No. 2012-60

A Resolution of the City Council of the City of Moreno Valley

Approving an Affordable Housing Agreement by and Between the City and Riverside Housing Development Corporation, A California Nonprofit Public Benefit Corporation

2. Authorize funding the project from the Program Income generated by the Neighborhood Stabilization Program Grant (197.1970.4595), and approve a budget appropriation of $209,000 for NSP Multi-Family/Rental Rehabilitation (197.19710.6848.001);

3. Authorize funding the project from HOME CHDO Reserve (Fund 176 Fund Balance), and approve a budget appropriation of $285,075 for RHDC Allies Place Project (New Business Unit);

4. Authorize the City Manager to amend the Affordable Housing Agreement (AHA) or undertake any other actions necessary, proper or convenient to the implementation of the AHA, as long as any revisions do not materially or substantially increase the City's stated obligations or materially change the uses or development permitted on the Site; and

5. Authorize the City Manager, or his appointee, to execute the necessary documents.

A.25 ADOPT RESOLUTION NO. 2012-62, APPOINTING MAYOR RICHARD A. STEWART AS THE CITY'S VOTING DELEGATE AND COUNCIL MEMBERS COUNCIL MEMBER JESSE L. MOLINA AND COUNCIL MEMBER MARCELO CO AS FIRST AND SECOND ALTERNATE DELEGATES RESPECTIVELY, TO THE LEAGUE OF CALIFORNIA CITIES ANNUAL BUSINESS MEETING – SEPTEMBER 7, 2012 (Report of: City Clerk Department)

Recommendation:
Adopt Resolution No. 2012-62 appointing Mayor Richard A. Stewart as the City's Voting Delegate and Council Members Council Member Jesse L. Molina and Council Member Marcelo Co as first and second alternate delegates respectively to the League of California Cities 2012 Annual Business Meeting.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF JUNE 26, 2012 (Report of: City Clerk Department)

MV00175915

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF JUNE 26, 2012 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF JUNE 26, 2012 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to Approve with the exception of A15, which was pulled for separate action by m/Mayor Pro Tem William H. Batey II, s/Council Member Robin N. Hastings

Approved by a vote of 5-0-0-0.

E. PUBLIC HEARINGS – NONE

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

Mayor Richard A. Stewart opened the agenda item for public comments, which were received from Kenneth Wade (oppose) and Brian Stewart (oppose).

A.15 AUTHORIZATION TO AWARD CONTRACT TO ALL CITY MANAGEMENT SERVICES FOR THE ADMINISTRATION OF THE CROSSING GUARD PROGRAM (Report of: Public Works/TED)

Recommendation:

1. Authorize the Award of a Crossing Guard Service Contract to All City Management Services to provide adult crossing guard services within the City, commencing with the start of the 2012/2013 school year in mid-August;

2. Authorize the City Manager to execute an agreement with All City Management Services;

3. Authorize the issuance of a Purchase Order to All City Management Services in the amount of $517,258.50 for the first year of the agreement, and subsequent purchase orders as necessary to fund subsequent years of service in accordance with the terms of the agreement; and

4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with All City Management Services, subject to the approval of the City Attorney.

Motion to Continue Item A.15 to August 28, 2012 by m/Council Member Jesse L. Molina, s/Council Member Robin N. Hastings

Approved by a vote of 5-0-0-0.

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

a) Report by Mayor Richard A. Stewart on March Joint Powers Commission (MJPC)

Mayor Richard A. Stewart

The Director of March Joint Powers emailed a link to a story about the grand jury investigating Victorville's mismanagement of their money of the Southern California Logistics Airport Authority. March JPA has numerous and frequent audits, and they are very good.

G.2 REGIONAL GOODS MOVEMENT - ENVIRONMENTAL STRATEGY (POWERPOINT PRESENTATION BY ANNIE NAM, MANAGER GOODS MOVEMENT AND TRANSPORTATION FINANCE)

Not for Council action.

G.3 APPROVE THE LONG RANGE BUSINESS PLAN FOR THE PERIOD FY 2010 THROUGH FY 2020 (Report of: Financial & Administrative Services

Department)

Mayor Richard A. Stewart opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:
The Finance Subcommittee recommends that the City Council approve the Long Range Business Plan (LRBP) for the period FY 2010 through FY 2020.

Motion to Approve by m/Council Member Jesse L. Molina, s/Council Member Marcelo Co

Approved by a vote of 5-0-0-0.

G.4 ADOPT A RESOLUTION OF THE CITY OF MORENO VALLEY DECLARING ITS OFFICIAL INTENT TO PROCEED WITH THE CALIFORNIA COMMUNITIES TOTAL ROAD IMPROVEMENT PROGRAM (TRIP) AND TO REIMBURSE CERTAIN EXPENDITURES FROM PROCEEDS OF INDEBTEDNESS AND RATIFY THE RETENTION OF ORRICK HERRINGTON TO REPRESENT THE CITY IN LEGAL MATTERS RELATED TO THE TRIP FINANCING (Report of: Financial & Administrative Services Department)

Mayor Richard A. Stewart opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:
Adopt Resolution No. 2012-61 approving a resolution declaring the official intent to proceed with the California Communities Total Road Improvement Program (TRIP) and to reimburse certain expenditures from proceeds of indebtedness and ratify the retention of Orrick Herrington (cost expected to be between $50,000 - $100,000) to represent the City in legal matters related to the TRIP financing and authorize the legal fees and costs to be paid from COP proceeds.

Resolution No. 2012-61

Resolution of the City of Moreno Valley, California, declaring its Official Intent to Proceed with the California Communities Total Road Improvement Program (Trip) and to Reimburse Certain Expenditures from Proceeds of Indebtedness

Motion to Approve by m/Mayor Pro Tem William H. Batey II, s/Council Member Jesse L. Molina

Approved by a vote of 5-0-0-0.

G.5 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

City Manager Henry T. Garcia

1. A three minute video has been developed to showcase the efforts of the Economic Development Department. Three buildings are under construction with the potential of up to five. Very optimistic about one of the big potential users. There has been activity on the other buildings. Moreno Valley wants to get the jobs going and get the sales tax. (The video is shown.) Moreno Valley is being aggressively marketed. Efforts that are currently underway are in the south industrial part.

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION

Mayor Richard A. Stewart opened the agenda item for public comments; there being none, public comments were closed.

H.2.1 ORDINANCE NO. 849 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING THE MORENO VALLEY MUNICIPAL CODE REGULATIONS REGARDING: (1) ADOPTING WRCOG GOOD NEIGHBOR GUIDELINES; (2) REVISED PARKING STANDARDS FOR RESTAURANTS; (3) REDUCTION OF (CC) COMMUNITY COMMERCIAL FRONT AND STREET SIDE BUILDING SETBACKS, AND REVISIONS TO PARKING AND LANDSCAPE SETBACKS; (4) PROVIDE FOR PARKING LOT MAINTENANCE STANDARDS, BANNING "TOPPING" OF TREES; AND (5) AMEND THE GENERAL PARKING DESIGN STANDARD WITH REVISED SAFETY FEATURES AND 24 FOOT WIDE DRIVE AISLES (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 26, 2012, BY A 5-0 VOTE) (Report of: Community & Economic Development Department)

Recommendation: That the City Council:
Adopt Ordinance No. 849, thereby approving PA10-0030, amending various sections of Title 9 of the City of Moreno Valley Municipal Code.

Ordinance No. 849

An Ordinance of the City Council of the City of Moreno Valley, California, Amending the Moreno Valley Municipal Code Regulations Regarding: (1)

Adopting WRCOG Good Neighbor Guidelines; (2) Revised Parking Standards for Restaurants; (3) Reduction of (CC) Community Commercial Front and Street side Building Setbacks, and Revisions to Parking and Landscape Setbacks; (4) Provide for Parking Lot Maintenance Standards, Banning "Topping" of Trees; and (5) Amend the General Parking Design Standard with Revised Safety Features and 24 Foot Wide Drive Aisles

Mayor Richard A. Stewart opened the agenda for public comments; there being none, public comments were closed.

Motion to Approve by m/Mayor Pro Tem William H. Batey II, s/Council Member Robin N. Hastings

Approved by a vote of 5-0-0-0.

H.2.2 ORDINANCE NO. 850 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SUBSECTION 9.12.050(F) OF TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE AND ADDING SUBSECTION 9.12.060(O) TO TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO SIGNS IN THE PUBLIC RIGHT-OF-WAY (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 26, 2012 BY A 5-0 VOTE) (Report of: Community & Economic Development Department)

Mayor Richard A. Stewart opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:

Adopt the proposed Ordinance No. 850, an Ordinance of the City Council of the City of Moreno Valley, California amending sub-section 9.12.050(F) of Title 9 of the City of Moreno Valley Municipal Code and adding sub-section 9.12.060(O) to Title 9 of the City of Moreno Valley Municipal Code relating to signs in the public right-of-way.

Ordinance No. 850

An Ordinance of the City Council of the City of Moreno Valley, California, amending sub-section 9.12.050(F) of Title 9 of the City of Moreno Valley Municipal Code and adding Sub-Section 9.12.060(O) to Title 9 of the City of Moreno Valley Municipal Code Relating to Signs in the Public Right-Of-Way

Motion to Approve by m/Council Member Jesse L. Molina, s/Mayor Pro Tem William H. Batey II

Approved by a vote of 5-0-0-0.

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS – NONE

PUBLIC COMMENTS **ON ANY SUBJECT NOT ON THE AGENDA** UNDER THE JURISDICTION OF THE CITY COUNCIL

Fonzo Dickerson

1. Maintenance of City

Jose Chavez

1. Safety

JulieAnn Cleveland-Stewart

1. 4th of July Youth Stage success

Tom Jerele, Sr.

1. 4th of July success

Daryl Terrell

1. Vision for Moreno Valley

Pete Bleckert

1. Lehman Brothers
2. Completed job

Dino McGloric

1. Proud to live in Moreno Valley
2. Specials at Chicago Pasta House

Chris Prudhome

1. Support for passing H.2.2

Stephanie Jackowski

1. 4th of July Youth Stage

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT,CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Council Member Jesse L. Molina

1. Commended the volunteers and staff for a job well done at the 4th of July event.

2. Thanked Rick Teichert for the long range business plan.

Council Member Robin N. Hastings

1. Staff did a phenomenal job at the community meeting on the Nason Street improvements.

2. The State Route 60 and Nason Street ribbon cutting was last week. It reaffirmed huge strides forward are being taken, and it is a dramatic improvement for the people that live on the east end of town.

3. People were excited to hear Eucalyptus is going through.

4. Everyone did a terrific job with the 4th of July. The fireworks were spectacular. Thank you for giving this back to the community.

Mayor Pro Tem William H. Batey II

1. The 4th of July parade was well attended. Those who put on the event did a great job. It was the best 4th of July in a long time. Thanked Ms. Cleveland for the work she does with the kids.

2. The Mayor was criticized for not being equal. When the utility rates were reduced to assist the businesses, the Mayor sent a letter to Edison asking for the same consideration for those they serve. Edison sent a letter stating they were unable to provide a reduction to the businesses they serve. That's part of the reason Moreno Valley went into the utility business was to be able to offer that and create the jobs that were necessary. It is

something that will need to continue to be worked on with Edison.

3. Received a letter seeking extra funding for Box Springs Mutual Water. There is no funding available for companies looking to improve their water pipes. Moreno Valley is always looking for money to make those improvements.

4. Regarding logistics, it is the first prong to Moreno Valley's economic health. Would like to see Moreno Valley develop the health care corriders and make it a priority. A lot of time and energy has been put into logistics, and now it's time to set in place the foundation for a good solid health care corridor. If Moreno Valley isn't prepared, it will slip through our hands.

5. Moreno Valley is experiencing a heat wave so hydrate and drink lots of water. The heat catches up with you quickly. Check on the elderly daily. They are prone to heat injury. Soccer and sports players please drink lots of water.

6. Wish everyone a great, safe summer.

Council Member Marcelo Co

1. This morning was spent negotiating with a company that is teaching nursing to come to Moreno Valley. They were shown areas in Moreno Valley and told Moreno Valley is the best place to do business. The company wanted to expand eight months ago.

2. Met with a consortium of business people this afternoon that want to manufacture solar paneling. The company would start with 100,000 square feet and in two years go to 500,000 square feet. The consortium would like to put in solar panels for Moreno Valley's use.

3. Moreno Valley is trying to bring in an air freight company. It will be discussed with March Joint Powers.

4. Moreno Valley should bring in as many diverse companies as possible. With the new program of giving incentives and fast track approval, Moreno Valley will beat Perris, San Bernardino and Temecula which are also offering incentives.

5. Thank you for the wonderful 4th of July presentation. Signs should be put in banks and businesses saying Moreno Valley is having a big 4th of July celebration.

Mayor Richard A. Stewart

1. Rode in the 4th of July parade in an old fire engine. Pete

Bleckert helped with the maintenance and getting it ready for the parade, and Larry Baird cleaned it up and drove it.

2. The 4th of July was a great event. Staff worked 17 hours on the holiday. There were a lot of volunteers that didn't get paid. Something will need to be done about illegal fireworks.

3. City Council approved a Waste Management reycling fee, and the bills have gone up hundreds of dollars. Staff will look into it.

4. The T J Maxx/Home Goods ribbon cutting is scheduled for August 5 at 7:45 a.m.

5. If there is a power outage, there should be a contingency plan in place for the elderly and sick.

There being no further business to conduct, the meeting was adjourned at 9:11 p.m. by unanimous informal consent.

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(a) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

a) Case: *Los Angeles Engineering v. City of Moreno Valley*
Court: Riverside Superior Court
Case No: RIC 524877

2 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL -

SIGNIFICANT EXPOSURE TO LITIGATION
Number of Cases: 5

3 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

None

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:16 p.m. by unanimous informal consent.

Submitted by:

_____
City Clerk Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

_____
Mayor Richard A. Stewart
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees

MV00175925

AGENDA

CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

September 25, 2012

SPECIAL PRESENTATIONS – 6:00 P.M.
REGULAR MEETING – 6:30 P.M.

City Council Closed Session
First Tuesday of each month – 6:00 p.m.
City Council Study Sessions
Third Tuesday of each month – 6:00 p.m.
City Council Meetings
Second and Fourth Tuesdays – 6:30 p.m.

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3705 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Richard A. Stewart, Mayor

William H. Batey II, Mayor Pro Tem
Jesse L. Molina, Council Member
Robin N. Hastings, Council Member
Marcelo Co, Council Member

AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
AND THE BOARD OF LIBRARY TRUSTEES

THE CITY COUNCIL RECEIVES A SEPARATE STIPEND FOR CSD MEETINGS

REGULAR MEETING - 6:30 PM
SEPTEMBER 25, 2012

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority and the Board of Library Trustees- actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION

Pastor Diane Gardner, Beautiful Women of God - Diane Gardner Ministries

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY 9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is

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a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the Council, Community Services District, City as Successor Agency for the Redevelopment Agency, Housing Authority or the Board of Library Trustees requests that an item be removed for separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF SEPTEMBER 11, 2012 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 APPROVAL OF PAYMENT REGISTER FOR JULY, 2012 (Report of: Financial & Administrative Services Department)

Recommendation:
Adopt Resolution No. 2012-74, approving the Payment Register for the month of July, 2012 in the amount of $13,987,791.35.

Resolution No. 2012-74

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Payment Register for the Month of July, 2012.

A.4 PA06-0021 (PM 34577) – INDUSTRIAL – ACCEPT FINAL MAP, AGREEMENT AND IRREVOCABLE LETTERS OF CREDIT FOR PUBLIC IMPROVEMENTS, SOUTHEAST CORNER OF HEACOCK STREET AND CARDINAL AVENUE, DEVELOPER: I-215 LOGISTICS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, NEWPORT BEACH, CA 92660 (Report of: Community & Economic Development Department)

Recommendation:

1. Approve Parcel Map 34577, authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation;

2. Accept the Agreement and Irrevocable Letters of Credit for Public Improvements for PA06-0021(PM 34577);

3. Authorize the Mayor to execute the agreement;

4. Direct the City Clerk to forward the signed agreement to the County Recorder's office for recordation; and

5. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

A.5 FIRST AMENDMENT TO AGREEMENT WITH DMC DESIGN GROUP FOR MORENO TOWNSITE AREA STORM DRAIN AND MISCELLANEOUS STREET IMPROVEMENTS BETWEEN ALESSANDRO BOULEVARD AND DRAINAGE FACILITY LINE F - PROJECT NO. 801 0011 70 77-2001 (Report of: Public Works Department/CPD)

Recommendation:

1. Approve the First Amendment to Agreement for Professional Consultant Services with DMC Design Group to revise and complete the design for the Moreno Townsite Area Storm Drain and Miscellaneous Street Improvements;

2. Authorize the City Manager or his designee to continue negotiating the cost proposal and then execute said Amendment to Agreement for Professional Consultant Services with DMC Design Group, subject to approval of the City Attorney; and

3. Authorize an increase in the Purchase Order to DMC Design Group in the amount of up to but not to exceed $57,820 once the final cost negotiations are concluded and the amendment to agreement has been signed by all parties.

A.6 AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO GLOBAL POWER GROUP, INC. FOR THE EMERGENCY OPERATIONS CENTER FAMILY CARE CENTER GENERATOR PROJECT - PROJECT NO. 803 0016 70 77 (Report of: Public Works Department/CPD)

Recommendation:

1. Award the construction contract to Global Power Group, Inc. (GPG),

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12060 Woodside Avenue, Lakeside, CA 92040, the lowest responsible bidder, for Emergency Operations Center Family Care Center Generator project;

2. Authorize the City Manager to execute a contract with GPG;

3. Authorize the issuance of a Purchase Order for $386,811.70 ($351,647.00 bid plus 10% contingency of $35,164.70) to GPG when the contract has been signed by all parties;

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with GPG, up to but not to exceed the Purchase Order's total contingency amount of $35,164.70, subject to the approval of the City Attorney; and

5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines that all contract requirements and punch-list items are completed by GPG, accept the improvements into the City's maintained system, and release the retention to Contractor if no claims have been filed against the project.

A.7 APPROVE AGREEMENT FOR PROFESSIONAL CONSULTANT CONSTRUCTION GEOTECHNICAL SERVICES WITH NINYO & MOORE FOR MORENO BEACH INTERCHANGE IMPROVEMENTS PHASE 1 - PROJECT NO. 801 0038 70 77-4821 (Report of: Public Works Department/CPD)

Recommendation:

1. Authorize the "Agreement for Professional Consultant Services" with Ninyo & Moore (Ninyo & Moore), 11650 Mission Park Drive, Suite 101, Rancho Cucamonga, CA 91730, to provide professional geotechnical and materials testing services during construction of the SR-60/Moreno Beach Interchange Improvements Phase 1 project for a total agreement amount not to exceed $109,110;

2. Acting as the Successor Agency, approve this action as a recognized payment obligation of the former Redevelopment Agency of the City of Moreno Valley, add it to the Recognized Obligation Payment Schedule, submit same to the Oversight Board for Approval, and authorize the City Manager to access agency funds only after Oversight Board approval;

3. Authorize the City Manager to execute said "Agreement for Professional Consultant Services" with Ninyo & Moore; and

4. Authorize the issuance of a Purchase Order totaling $109,110 to Ninyo & Moore when the contract has been signed by all parties.

A.8 APPROVE AGREEMENT FOR PROFESSIONAL CONSULTANT CONSTRUCTION SURVEY SERVICES WITH COORY ENGINEERING FOR MORENO BEACH INTERCHANGE IMPROVEMENTS PHASE 1 - PROJECT NO. 801 0038 70 77-4821 (FORMERLY PROJECT NO. 07-41570024) (Report of: Public Works Department/CPD)

Recommendation:

1. Authorize the "Agreement for Professional Consultant Services" with Coory Engineering (Coory), 1718 N. Neville Street, Orange, CA 92865, to provide professional survey services during construction of the SR-60/Moreno Beach Interchange Improvements Phase 1 project for a total agreement amount not to exceed $100,805;

2. That the City Council Acting as the Successor Agency, approve this action as a recognized payment obligation of the former Redevelopment Agency of the City of Moreno Valley, add it to the Recognized Obligation Payment Schedule, submit same to the Oversight Board for Approval, and authorize the City Manager to access agency funds only after Oversight Board approval;

3. Authorize the City Manager to execute said "Agreement for Professional Consultant Services" with Coory; and

4. Authorize the issuance of a Purchase Order totaling $100,805 to Coory when the contract has been signed by all parties.

A.9 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of September 5-18, 2012.

A.10 BIENNIAL UPDATE TO THE PUBLIC RIGHT OF WAY ACCESS AMERICANS WITH DISABILITIES ACT TRANSITION PLAN (Report of: Public Works Department/CPD)

Recommendation:
Receive and file this Biennial Update on Public Right of Way Access Americans with Disabilities Act Transition Plan.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF SEPTEMBER 11, 2012 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF SEPTEMBER 11, 2012 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF SEPTEMBER 11, 2012 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

E. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

E.1 A PUBLIC HEARING REGARDING PA08-0033 (GENERAL PLAN AMENDMENT), PA08-0034 (CHANGE OF ZONE) AND PA08-0035 (CUP) FOR A SMOG INSPECTION STATION AND TIRE SALES COMMERCIAL BUSINESS AT 22184 ALESSANDRO BOULEVARD. THE PROPOSED GENERAL PLAN AMENDMENT WILL CHANGE THE LAND USE DESIGNATION OF A 0.54 ACRE PORTION OF A PARCEL LOCATED AT

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22184 ALESSANDRO BOULEVARD FROM RESIDENTIAL/OFFICE (R/O) TO COMMERCIAL (C). THE CHANGE OF ZONE WILL CHANGE THE ZONING OF THE PARCEL FROM OFFICE COMMERCIAL (OC) TO COMMUNITY COMMERCIAL (CC). THE APPLICANT IS SOCRATES URENA (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Conduct a public hearing for General Plan Amendment PA08-0033, Change of Zone PA08-0034 and Conditional Use Permit PA08-0035 and subsequent to the public hearing:

   ADOPT a Negative Declaration for PA08-0033 (General Plan Amendment), PA08-0034 (Change of Zone) and PA08-0035 (Conditional Use Permit) in that this project will not result in significant environmental impacts);

2. ADOPT City Council Resolution No. 2012-75 thereby APPROVING General Plan Amendment PA08-0033, based on the findings in the City Council Resolution;

   Resolution No. 2012-75

   A Resolution of the City Council of the City of Moreno Valley, California, approving an Amendment to the General Plan Land Use Element (PA08-0033) to change the Land Use Designation of a 0.54 acre portion of a parcel located at 22184 Alessandro Boulevard (portion of Assessor's Parcel Number 291-190-025) from Residential/Office (R/O) to Commercial (C)

3. INTRODUCE Ordinance No. 854 thereby APPROVING Zone Change PA08-0034, based on the findings in the City Council Ordinance; and

   Ordinance No. 854

   An Ordinance of the City Council of the City of Moreno Valley, California, Approving PA08-0034 (Zone Change) to change the Land Use District for approximately 0.54 acres of 22184 Alessandro Boulevard (portion of Assessor Parcel Number 291-190-025) from Office Commercial (OC) to Community Commercial (CC)

4. ADOPT City Council Resolution No. 2012-76 thereby APPROVING Conditional Use Permit PA08-0035 for a Smog Inspection Station and Tire Sales commercial business at 22184 Alessandro Boulevard, based on the findings in the Resolution, and the conditions of approval to the resolution as Exhibit A.

Resolution No. 2012-76

A Resolution of the City Council of the City of Moreno Valley, California, Approving Conditional Use Permit (PA08-0035) for the conversion of an existing Single Family Residence into Smog Inspection Station and Tire Sales Commercial Business at 22184 Alessandro Boulevard (APN: 291-190-025)

E.2 A PUBLIC HEARING REGARDING AN APPEAL OF THE PLANNING COMMISSION'S JULY 12, 2012, APPROVAL OF PLOT PLAN PA09-0004 AND TENTATIVE PARCEL MAP NO. 36162 (PA09-0012) AND THE RELATED ENVIRONMENTAL IMPACT REPORT FOR THE VIP MORENO VALLEY PROJECT. THE PROJECT PROPOSES A 1,616,133 SQUARE FOOT WAREHOUSE DISTRIBUTION BUILDING ON APPROXIMATELY 80 ACRES. THE BUILDING INCLUDES 268 DOCK HIGH DOORS AND 44,000 SQUARE FEET OF OFFICE AREA. THE MAP WOULD COMBINE FOUR EXISTING PARCELS INTO A SINGLE PARCEL. THE PROJECT SITE IS LOCATED ON THE SOUTH SIDE OF GROVE VIEW ROAD BETWEEN PERRIS BOULEVARD AND INDIAN STREET AT THE CITY'S SOUTHERN BOUNDARY, IN THE MORENO VALLEY INDUSTRIAL AREA PLAN (SP 208). THE APPLICANT IS VOGEL ENGINEERS, INC. THE APPELLANT IS JOHNSON & SEDLACK ATTORNEYS AT LAW ON BEHALF OF RESIDENTS FOR A LIVABLE MORENO VALLEY AND THE SIERRA CLUB (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Conduct a public hearing for Environmental Impact Report (P11-020), Plot Plan PA09-0004, and Tentative Parcel Map 36362 (PA09-0012) and subsequent to the public hearing:

   APPROVE Resolution No. 2012-77 and CERTIFY that the Environmental Impact Report (EIR) for the VIP Moreno Valley Project has been completed in compliance with the California Environmental Quality Act; and

   Resolution No. 2012-77

   A Resolution of the City Council of the City of Moreno Valley, California, certifying the Final Environmental Impact Report (P11-020), Adoption of the Findings and Statement of Overriding Considerations, and Approval of the Mitigation Monitoring Program for the VIP Moreno Valley Project, generally located in the Moreno Valley Industrial Area Plan (SP 208), on the South side of Grove View Road between Perris Boulevard and Indian Street at the City's southern boundary.

2. APPROVE Resolution No. 2012-78 and APPROVE Plot Plan PA09-0004 and Tentative Parcel Map 36162 (PA09-0012), subject to the attached conditions of approval included as Exhibits A and B.

Resolution No. 2012-78

A Resolution of the City Council of the City of Moreno Valley, California, for approval of Plot Plan PA09-0004 for development of a 1,616,133 square foot Warehouse Distribution Facility on 80 acres located within Assessor's Parcel Numbers 488-330-003 through -006 and -026 and PA09-0012 (Tentative Parcel Map No. 36162) to combine four parcels into a single parcel.

E.3 GENERAL PLAN AMENDMENT TO MODIFY THE CIRCULATION PLAN FOR NASON STREET BETWEEN ALESSANDRO BOULEVARD AND FIR AVENUE (PA12-0026) - (Report of: Public Works Department/CPD)

Recommendation:

1. Conduct a public hearing to consider the action taken by the Planning Commission on August 23, 2012, recommending approval of a General Plan Amendment (PA12-0026) (Project); and subsequent to the public hearing; and

2. APPROVE City Council Resolution No. 2012-79 thereby adopting a Negative Declaration for PA12-0026 in that the project will not result in significant environmental impacts, and approving the General Plan Amendment (PA12-0026), based on the findings in the City Council Resolution.

Resolution No. 2012-79

A Resolution of the City Council of the City of Moreno Valley, California, Approving a General Plan Amendment (PA12-0026) to Modify the City Circulation Plan and Circulation Exhibit, Respectively

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

a) Report by Mayor Richard A. Stewart on March Joint Powers Commission (MJPC)

G.2 UPDATE OF ECONOMIC DEVELOPMENT ACTION PLAN (Report of: Community & Economic Development Department)

Recommendation: That the City Council:
Review the update of the Economic Development Action Plan.

G.3 UPDATE ON AB 32 AND THE CAP AND TRADE PROGRAM (Report of: Public Works Department/EU)

Recommendation: That the City Council:
Receive and file the update.

G.4 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

G.4.1 Human Resources Department Update - Report by: Tom DeSantis, Human Resources Director

G.5 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION

H.2.1 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 1.10.080 OF CHAPTER 1.10 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO THE COLLECTION OF CIVIL FINES AND PENALTIES (RECEIVED FIRST READING AND INTRODUCTION ON SEPTEMBER 11, 2012, BY A 5-0 VOTE) (Report of: City Attorney)

Recommendation: That the City Council:
Adopt Ordinance No. 853 that would clarify the method by which interest is calculated on delinquent civil citations.

Ordinance No. 853

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Section 1.10.080 of Chapter 1.10 of the City of Moreno Valley Municipal Code Relating to the Collection of Civil Fines and Penalties

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H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/City as Successor Agency for the Community Redevelopment Agency, Housing Authority or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

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CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

ADJOURNMENT

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MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
September 11, 2012

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Southern California Edison's Recognition of City of Moreno Valley's Energy Leader Gold Tier Status

2. Presentation of Award for Excellence in Information Technology Practices to the City's Technology Services Division

3. Proclamation Recognizing Constitution Week, September 17 - 23, 2012

4. Proclamation Presentation Recognizing Mayor Richard A. Stewart's 20 Years of Service as a Moreno Valley Reserve Police Officer

5. Spotlight on Moreno Valley Business
   a) O'Reilly Automotive DC
   b) Sunnymead Village Dental Group

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:30 PM
September 11, 2012

CALL TO ORDER

The Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority and the Board of Library Trustees was called to order at 6:40 p.m. by Mayor Richard A. Stewart in the Council Chamber located at 14177 Frederick Street

Mayor Richard A. Stewart announced that the City Council receives a separate stipend for CSD meetings.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Pro Tem William H. Batey II

INVOCATION - Reverend O. J. Philpot, Christ Community Church

ROLL CALL

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Council Member
William H. Batey II	Mayor Pro Tem
Marcelo Co	Council Member
Robin N. Hastings	Council Member

Staff:

Kathy Gross	Executive Assistant
Jane Halstead	City Clerk
Henry T. Garcia	City Manager
Richard Teichert	Financial and Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Assistant City Manager

Joel Ontiveros	Police Chief
Ahmad Ansari	Public Works Director
Barry Foster	Community and Economic Development Director
Tom DeSantis	Human Resources Director
Mike McCarty	Parks & Community Services Director
Michele Patterson	Assistant to the City Manager

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

A. CONSENT CALENDAR-CITY COUNCIL

Mayor Richard A. Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Deanna Reeder (A.2).

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF AUGUST 28, 2012 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 COOPERATIVE AGREEMENT WITH THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR THE SUNNYMEAD MASTER DRAINAGE PLAN LINE P-6, STAGE 2 (PROJECT NO. 4-0-00716) (Report of: Community & Economic Development Department)

Recommendation:

1. Approve the Cooperative Agreement with the Riverside County Flood Control and Water Conservation District (the District) for the Sunnymead Master Drainage Plan Line P-6, Stage 2;

2. Authorize the City Manager to execute the Cooperative Agreement; and

3. Direct the City Clerk to forward the signed Cooperative Agreement to the District.

A.4 APPROVE THE AMENDMENT TO THE JOINT POWERS AGREEMENT OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS TO

PERMIT THE PROVISION OF PACE SERVICES STATEWIDE (Report of: City Manager's Office)

Recommendation:
Approve an amendment to the Joint Powers Agreement of the Western Riverside Council of Governments to permit the provision of PACE services statewide.

A.5 ORDINANCE NO. 851 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA10-0022 TO AMEND TITLE 9 OF THE MORENO VALLEY MUNICIPAL CODE, CHAPTER 9.08, SECTION 9.08.100 "LIGHTING" AND SECTION 9.08.190 "STREET LIGHTING", CHAPTER 9.16, ARTICLE IV APPLICATIONS FOR HILLSIDE DEVELOPMENT SECTION 9.16.235 "HILLSIDE DESIGN GUIDELINES", ARTICLE VI "APPLICATIONS FOR LIGHTING", SECTION 9.16.280, "GENERAL REQUIREMENTS" AND CHAPTER 9.15, SECTION 9.15.030, "DEFINITIONS" RELATING TO MODIFICATIONS OF GENERAL SITE, STREET AND ATHLETIC FIELD/PARK LIGHTING WITH AN EMPHASIS ON DARK SKY STANDARDS CITYWIDE (RECEIVED FIRST READING AND INTRODUCTION ON AUGUST 28, 2012, BY A 5-0 VOTE) (REPORT OF: COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT)

Recommendation:

Adopt Ordinance No. 851, approving revisions to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general on-site, athletic field/park and street lighting citywide.

Ordinance No. 851

An Ordinance of the City Council of the City of Moreno Valley, California, Approving PA10-0022 to Amend Title 9 of the Moreno Valley Municipal Code, Chapter 9.08, Section 9.08.100 "Lighting" and Section 9.08.190 "Street Lighting", Chapter 9.16, Article IV Applications for Hillside Development Section 9.16.235 "Hillside Design Guidelines", Article VI "Applications for Lighting", Section 9.16.280, "General Requirements" and Chapter 9.15, Section 9.15.030, "Definitions" Relating to Modifications of General Site, Street and Athletic Field/Park Lighting with an Emphasis on Dark Sky Standards Citywide

A.6 ORDINANCE NO. 852 - AN ORDINANCE OF THE CITY COUNCIL OF

THE CITY OF MORENO VALLEY, CALIFORNIA, (PA11-0013) AMENDING TITLE 9 CHAPTER 9.11, SECTION 9.11.040, "OFF STREET PARKING REQUIREMENTS" TO PROVIDE CONSISTENCY WITH THE CURRENT 2011 CALIFORNIA GREEN BUILDING CODE STANDARDS REQUIRING LOW-EMITTING, FUEL-EFFICIENT AND CARPOOL AND VANPOOL VEHICLE PARKING FOR NEW NON-RESIDENTIAL USES CITYWIDE (RECEIVED FIRST READING AND INTRODUCTION ON AUGUST 28, 2012, BY A 5-0 VOTE) (REPORT OF: COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT)

Recommendation:

Adopt Ordinance No. 852, approving revisions to Title 9 and Section 9.11.040 "Off Street Parking Requirements" to provide consistency with the current 2011 California Green Building Code standards for low-emitting, fuel–efficient and carpool and vanpool vehicle parking for all new non-residential uses citywide.

Ordinance No. 852

An Ordinance of the City Council of the City of Moreno Valley, California, (PA11-0013) Amending Title 9 Chapter 9.11, Section 9.11.040, "Off Street Parking Requirements" To Provide Consistency with the Current 2011 California Green Building Code Standards Requiring Low-Emitting, Fuel-Efficient and Carpool and Vanpool Vehicle Parking for New Non-Residential Uses Citywide

A.7 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of August 22 – September 4, 2012.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF AUGUST 28, 2012 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF AUGUST 28, 2012 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF AUGUST 28, 2012 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 by m/Mayor Pro Tem William H. Batey II, s/Council Member Robin N. Hastings

Approved by a vote of 5-0.

E. PUBLIC HEARINGS

E.1 PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 485-081-034 BALLOTING FOR NPDES (Report of: Public Works Department)

Recommendation: That the City Council:

1. After conducting the Public Hearing and accepting public testimony, direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballot for Assessor Parcel Number (APN) 485-081-034;

2. Verify and accept the results of the mail ballot proceeding as identified on the Official Tally Sheet;

3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and

MV00176645

4. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to APN 485-081-034.

Mayor Richard A. Stewart opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Motion to Approve by m/Mayor Pro Tem William H. Batey II, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

Motion to Approve by m/Mayor Pro Tem William H. Batey II, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

E.2 PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 485-081-034 BALLOTING FOR CSD ZONE M (Report of: Public Works Department)

Recommendation: That the CSD:

1. After conducting the Public Hearing and accepting public testimony, direct the Secretary of the CSD Board (City Clerk) to tabulate the CSD Zone M ballot for APN 485-081-034;

2. Verify and accept the results of the mail ballot proceeding as identified on the Official Tally Sheet;

3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and

4. If approved, authorize and impose the annual CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) charge to APN 485-081-034.

Mayor Richard A. Stewart opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Motion to Approve by m/Mayor Pro Tem William H. Batey II, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

Motion to Approve by m/Mayor Pro Tem William H. Batey II, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

None

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

a) Report by Mayor Richard A. Stewart on March Joint Powers Commission (MJPC)

Mayor Richard A. Stewart opened the agenda item for public comments; there being none, public comments were closed.

Mayor Richard A. Stewart stated that two parcels are in escrow from Riverside Medical Clinic as part of the March Health Care project.

G.2 RECAP OF JULY 4th AND DISBAND JULY 4th ADVISORY COMMITTEE (Report: Parks and Community Services Department)

Recommendation: That the City Council:
Acting in their capacity as President and Board of Directors for the Moreno Valley Community Services District authorize disbanding the City's July 4th Advisory Committee.

Mayor Richard A. Stewart opened the agenda item for public comments, which were received from Deanna Reeder (Opposed), Scott Heveran (Opposed), Tom Jerele, Sr. (Opposed), Diana Giardina, Georgette Segura (Opposed), JulieAnn Stewart-Cleveland (Opposed), and LaDonna Jempson (Opposed).

Motion to Recognize that under Council rules the Ad Hoc Committee has been disbanded and to direct staff to come back at the earliest opportunity with plans to organize a standing committee for the 4th of July celebration by m/Mayor Richard A. Stewart, s/Mayor Pro Tem William H. Batey II

Approved by a vote of 5-0.

G.3 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 1.10.080 OF CHAPTER

1.10 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO THE COLLECTION OF CIVIL FINES AND PENALTIES (Report of: City Attorney)

Recommendation: That the City Council:
Introduce Ordinance No. 853 that would clarify the method by which interest is calculated on delinquent civil citations.

Ordinance No. 853

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Section 1.10.080 of Chapter 1.10 of the City of Moreno Valley Municipal Code Relating to the Collection of Civil Fines and Penalties

Motion to Approve Introduction of Ordinance No. 853 and bring back the percentage rate for discussion at a later date. by m/Mayor Pro Tem William H. Batey II, s/Council Member Robin N. Hastings

Approved by a vote of 5-0.

G.4 ANNUAL AGREEMENTS FOR SERVICES WITH THE CHAMBERS OF COMMERCE (Report of: Community & Economic Development Department)

Recommendation: That the City Council:
Review and approve the annual Agreements for Services with the Moreno Valley Chamber of Commerce and the Moreno Valley Hispanic Chamber of Commerce.

Mayor Richard A. Stewart opened the agenda item for public comments, which were received from Oscar Valdepena, Marshall C. Scott, Tom Jerele Sr., and Pete Bleckert.

Motion to Approve by m/Mayor Pro Tem William H. Batey II, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

G.5 APPOINTMENTS TO THE ARTS COMMISSION, THE SENIOR CITIZENS' BOARD AND THE TRAFFIC SAFETY COMMISSION (Report of: City Clerk Department)

Recommendation: That the City Council:

1. After reviewing the ballot provided by the City Clerk:
   Appoint one member to the Arts Commission with a term expiring June 30, 2015; and

2. Appoint one member to the Senior Citizens' Board with a term expiring June 30, 2015; and

3. Appoint one member to the Traffic Safety Commission with a term expiring June 30, 2014; and

4. Confirm the appointment of Shor Denny to the Traffic Safety Commission as the Moreno Valley Parent Teacher Council (MV-PTA) representative for a term expiring June 30, 2013; or

5. Confirm the appointment of Lorey Ann Hargo to the Traffic Safety Commission as the Val Verde Parent Teacher Council (VVUSD-PTO) representative for a term expiring June 30, 2015; or

6. If appointments are not made, declare the positions vacant and authorize the City Clerk to re-notice the positions as vacant.

Mayor Richard A. Stewart opened the agenda item for public comments, which were received from Deanna Reeder.

Motion to Approve the appointments of April Lyn Holliverse to the Arts Commission for a term expiring June 30, 2015; Corey A. Jackson to the Traffic Safety Commission for a term expiring June 30, 2014; and Liz Williams to the Senior Citizens' Board for a term expiring June 30, 2015 and Recommendations Nos. 4 and 5, by m/Mayor Pro Tem William H. Batey II, s/Council Member Marcelo Co

Approved by a vote of 5-0.

G.6 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

City Manager reported on the August 30th severe thunderstorm and flash flooding that occured in the City between the hours of 2:00 p.m. and 5:00 p.m., providing statistics and response times from City's various departments (Community & Economic Development, Fire, Police, and Public Works) as well as the California Highway Patrol.

Mayor Richard A. Stewart opened the agenda item for public comments; there being none, public comments were closed.

G.7 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council Action)

None

H. LEGISLATIVE ACTIONS - none

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

PUBLIC COMMENTS **ON ANY SUBJECT NOT ON THE AGENDA** UNDER THE JURISDICTION OF THE CITY COUNCIL

Jose Chavez

1. Tow trucks and lost/stolen medical equipment

2. Police Department

3. New Ideas

Tom Jerele Sr.

1. Thanked the Mayor & Council for allowing additional speakers on the 4th of July item

2. Chamber Idea - get MVTV involved at Chamber

3. Public Works - Petroleum Pipeline

4. City's Building Official - Very responsive and fair to work with

5. 9/11 Remembrance on all of our Public Service

Vince Lauro

1. November 6 Election - District 5 Candidate

Deanna Reeder

1. Upcoming November Elections - very important to vote

2. Ad Hoc Committee to select City Manager

3. Rancho Belago Signs

4. Campaign Signs

Oscar Valdepeña (representing Moreno Valley Chamber)

1. Thanked the Council for approval of Chamber contract

2. Chamber holds an informative morning event called Adelante

3. Meet the Military Mixer will be held Thursday, September 13 at March Air Field Museum - Free to attend

4. Business Expo will be held on October 11; free to the community

5. Edible Arrangements in Moreno Valley is #1 in their chain (non-member of the Chamber)

Pete Bleckert

1. Glad to hear from City Manager regarding the floods

2. Spoke on history of other floods in the area over the years

3. Sinclair Basin

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Council Member Jesse L. Molina

1. Thanked the Fire and Police Departments for their actions taken during the flood; it was pretty bad

2. Emphasized that we, as community, need to try being cordial and understanding; stated that his goal is to unite the people of Moreno Valley

3. Attended California League of Cities, where financial condition of cities was discussed; every city was hit hard during the last four years; considering everything, our city is not doing bad

4. Doesn't want Ad Hoc Committee to be dissolved as very talented people are serving on it; feels that July 4th parade was the best

Council Member Robin N. Hastings

1. With staff, attended Round 1 Grand Opening at the mall; it was a very good turnout - this venue is desperately needed for Moreno Valley, for families and our youth; Moreno Valley is the second location in the U.S; encouraged residents to visit it

2. Flooding - appreciates Public Works, Robert Lemon and the City Manager for their patience, dedication and quick responses to many emergency calls; several streets were under water, and power was lost from Nason all the way east; a meeting with the residents regarding flood control generated very creative ways to address this issue; will contact Pete Bleckert, the newly reappointed Flood Control Commissioner representing District 5, to provide some assistance

4. Moreno Valley Diamond Girls Softball event was held last Saturday - 300 people attended the opening ceremony; it was a great event

5. Appreciates all the hard work that everybody is doing on behalf of the City and the residents

Mayor Pro Tem William H. Batey II

1. Apologized to Mr. Chavez for issues not resolved to his satisfaction

2. Commended all the City Staff for the great job during the flooding; storm came unexpectedly and calls were coming quick; there were not enough people to handle the situation

3. Announced that last week we lost a long time business owner who used to own Moreno Valley Tire Pros, Mark Williams; he will be missed

4. Youth Fest - commended Parks & Community Services Director Mike McCarty and staff for putting this great event

5. Everyone remembers 9/11 and people lost on that day 11 years ago - a lot of fire departments hold ceremonies for 350 firefighters who were killed along with police officers involved in rescue - they will never be forgotten

Council Member Marcelo Co

1. Congratulated everyone who participated in the 4th of July celebration; great job

2. 9/11 has to be kept in our minds and our kids' minds - we must never let it happen again; we should promote visiting the sites

3. Congratulated the Public Works Director and Eric Lewis for the quick action they did to protect our children and having the study to install new crosswalks near the school on Dracaea and nearby Fire Station; several kids nearly got run over

4. Thanked everyone for giving him an opportunity to attend the League of California Cities; we are in the same boat as everyone else, lacking funds

and having a lot of demands from citizens; if we work together, we can find ways and means to be successful; was very impressed with this convention; Assistant City Manager made a good presentation

5. This is an Election Year - Citizens should know that the candidates' signs must be respected; requested not to tear them down or destroy them; please report anybody doing it; violators will be prosecuted

6. Congratulations to all of you for doing a great job in moving us forward in everyday things - our staff is here to do the best they can to help the community

Mayor Richard A. Stewart

1. Stated that at the last televised meeting, he mentioned that he gets invited to many events - invitations are spread out so there is coverage. As a City's representative, he was invited to greet a Hindu group to welcome them to the City. Stated that he welcomes all different religions and all the people and we will continue to represent all the people and go to different churches and places when we have the opportunity as part of the duties to represent the people

2. Commended staff, the Fire and Police Departments and residents for their efforts concerning the floods

3. Boy Scouts Distinguished Citizen Dinner will be held on November 9 at the March Museum

4. Mayor's Event will be held on October 26 with a theme of Italian Comedy Wedding – it will benefit Laura Froehlich's efforts and the Boy Scouts

5. It's very sad that Fire Chief Abdul Ahmad's wife, Rosalinda, passed away. She was an Air Force veteran; will adjourn the meeting in her memory

6. Round 1 is great

7. Advised City Manager and Assistant City Managers that he forwarded an email received on City's network from a constituent on a possible traffic hazard to them

8. On Saturday, attended Youth Fest, Million Father March with Bishop Sykes at Crossword Church at March and Military Appreciation Picnic at March

9. Stated that every time we have a complain about tow trucks, we aggressively and diligently examine them; if we can do anything, we will do

it

CLOSED SESSION - canceled

ADJOURNMENT

Motion to Adjourn the meeting in Memory of Rosalinda Ahmad by m/Mayor Pro Tem William H. Batey II

Approved by a vote of 5-0.

There being no further business to conduct, the meeting was adjourned at 9:33 p.m. by unanimous informal consent.

Submitted by:

_____

City Clerk Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Secretary, Moreno Valley Housing Authority
Secretary, Board of Library Trustees

Approved by:

_____

Mayor Richard A. Stewart
President, Moreno Valley Community Services District
Chairperson, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Moreno Valley Housing Authority
Chairperson, Board of Library Trustees

MV00176654

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: September 25, 2012

TITLE: APPROVAL OF PAYMENT REGISTER FOR JULY, 2012

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. 2012-74, approving the Payment Register for the month of July, 2012 in the amount of $13,987,791.35.

DISCUSSION

The payment register is using a standard format from the City's new LOGOS General Ledger system. This standard format lists all payments in check number order, followed by a listing of all electronic fund transfers (EFT) in fund transfer order, thus eliminating the need for a separate fund transfer register. Staff is working on possible alternate sorting options as we become fully operational with the features of the new system.

FISCAL IMPACT

The disbursements itemized in the attached Payment Register are reflected in the FY 2012-13 budget. Therefore, there is no fiscal impact other than the expenditure of budgeted funds.

ATTACHMENTS/EXHIBITS

Resolution No. 2012-74
Payment Register for Month of July, 2012

Prepared By:
Cynthia A. Fortune
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2012-74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE PAYMENT REGISTER FOR THE MONTH OF JULY, 2012

WHEREAS, the Financial & Administrative Services Department has prepared and provided the Payment Register for the period July 1, 2012 through July 31, 2012, for review and approval by the City Council of the City of Moreno Valley; and

WHEREAS, it is in the best interest of the City that the referenced Payment Register be approved.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Payment Register for the period July 1, 2012 through July 31, 2012, in the total amount of $13,987,791.35 is approved.

APPROVED AND ADOPTED this 25th day of September, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Resolution No. 2012-74
Date Adopted: September 25, 2012

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of September, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

CITY CLERK

Resolution No. 2012-74
Date Adopted: September 25, 2012

City of Moreno Valley

Payment Register

From Payment Date: 7/1/2012 - To Payment Date: 7/31/2012

Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
Check						
213439	07/11/2012			Accounts Payable	ADMINSURE	$5,200.00
	Invoice	Date	Description			Amount
	5850	05/15/2012	WORKERS' COMP CLAIMS ADMINISTRATION			$2,600.00
	5895	06/18/2012	WORKERS' COMP CLAIMS-JUL-12			$2,600.00
213440	07/11/2012			Accounts Payable	ADVANCED ELECTRIC	$186.00
	Invoice	Date	Description			Amount
	10094	06/27/2012	ELECTRICAL INSTALLATION SVCS			$186.00
213441	07/11/2012			Accounts Payable	AMERICAN TOWERS	$5,352.84
	Invoice	Date	Description			Amount
	150357936AU	06/26/2012	TOWER SPACE LEASE			$2,676.42
	150357936SE	06/26/2012	TOWER SPACE LEASE			$2,676.42
213442	07/11/2012			Accounts Payable	ANHEUSER-BUSCH SALES CO.	$958.72
	Invoice	Date	Description			Amount
	479529	07/04/2012	JULY 4TH SUPPLIES			$958.72
213443	07/11/2012			Accounts Payable	ARS BILLIARDS	$706.87
	Invoice	Date	Description			Amount
	06042012	07/10/2012	REFELT BILLIARD TABLE-SENIOR CTR			$706.87
213444	07/11/2012			Accounts Payable	BIO-TOX LABORATORIES	$10,229.98
	Invoice	Date	Description			Amount
	25253	06/07/2012	TOXICOLOGY TESTS-POLICE			$2,457.78
	25254	06/07/2012	TOXICOLOGY TESTS-POLICE			$7,772.20

MV00176659

City of Moreno Valley

Payment Register

From Payment Date: 7/1/2012 - To Payment Date: 7/31/2012

Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213445	07/11/2012			Accounts Payable	CEMEX	$1,466.75
	Invoice	Date	Description			Amount
	9423975154	06/19/2012	PORTLAND CEMENT-MAIN/OP'S			$320.30
	9423941912	06/14/2012	PORTLAND CEMENT-MAIN/OP'S			$423.41
	9423923739	06/12/2012	PORTLAND CEMENT-MAIN/OP'S			$320.26
	9423888348	06/07/2012	PORTLAND CEMENT-MAIN/OP'S			$402.78
213446	07/11/2012			Accounts Payable	COSTCO	$298.10
	Invoice	Date	Description			Amount
	18910	06/24/2012	MISC SUPPLIES-"A CHILDS PLACE"			$298.10
213447	07/11/2012			Accounts Payable	COUNSELING TEAM, THE	$2,500.00
	Invoice	Date	Description			Amount
	18772	05/03/2012	EMPLOYEE COUNSELING SVCS			$1,250.00
	18899	06/01/2012	EMPLOYEE COUNSELING SVCS			$1,250.00
213448	07/11/2012			Accounts Payable	EASTERN MUNICIPAL WATER DISTRICT	$27,822.52
	Invoice	Date	Description			Amount
	JUN-12	06/30/2012	WATER CHARGES			$27,822.52
213449	07/11/2012			Accounts Payable	GUARDSMARK	$1,071.60
	Invoice	Date	Description			Amount
	5221120	05/19/2012	SECURITY SVCS-CITY HALL			$357.20
	5222124	05/26/2012	SECURITY SVCS-CITY HALL			$357.20
	5220125	05/12/2012	SECURITY SVCS-CITY HALL			$357.20
213450	07/11/2012			Accounts Payable	LARA, JOSEPH R.	$240.33
	Invoice	Date	Description			Amount
	7/18-7/20/12	07/02/2012	PER DIEM/MILEAGE-CRESTRON TRNG CLASS			$240.33

MV00176660

City of Moreno Valley

Payment Register

From Payment Date: 7/1/2012 - To Payment Date: 7/31/2012

Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213451	07/11/2012			Accounts Payable	MCAFEE, WAYNE PH.D.	$2,450.00
	Invoice	Date	Description			Amount
	06062012	06/06/2012	CONSULTATION SVCS			$2,450.00
213452	07/11/2012			Accounts Payable	RIGHTWAY SITE SERVICES, INC.	$89.55
	Invoice	Date	Description			Amount
	710031	06/22/2012	PORTABLE TOILET/SVC-CITY YARD			$89.55
213453	07/11/2012			Accounts Payable	SC SIGNS	$4,180.00
	Invoice	Date	Description			Amount
	July 2011-	06/26/2012	SIGN POSTINGS FOR PLANNING DEPT			$4,180.00
213454	07/11/2012			Accounts Payable	SCHIEFELBEIN, LORI C.	$1,086.25
	Invoice	Date	Description			Amount
	JUN-2012	06/28/2012	CONSULTANT SVCS-ROTATIONAL TOW PRGM			$1,086.25
213455	07/11/2012			Accounts Payable	STANDARD INSURANCE CO	$1,935.98
	Invoice	Date	Description			Amount
	120701	07/01/2012	SUPPLEMENTAL INSURANCE			$1,935.98
213456	07/11/2012			Accounts Payable	STATE OF CALIFORNIA DEPT. OF JUSTICE	$630.00
	Invoice	Date	Description			Amount
	915616	06/15/2012	BLOOD ALCOHOL ANALYSIS SVCS-PD			$630.00
213457	07/11/2012			Accounts Payable	TRACSYSTEMS, INC.	$1,895.00
	Invoice	Date	Description			Amount
	842	06/21/2012	INSTALL PHAROS WIRELESS ON TRACSPOT			$1,895.00

MV00176661

City of Moreno Valley

Payment Register

From Payment Date: 7/1/2012 - To Payment Date: 7/31/2012

Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213458	07/11/2012			Accounts Payable	TROPICAL PLAZA NURSERY, INC.	$11,900.00
	Invoice	Date	Description			Amount
	M50255	06/20/2012	ANNUAL WEED ABATEMENT-ZONE E-2			$11,900.00
213459	07/11/2012			Accounts Payable	TW TELECOM	$3,075.34
	Invoice	Date	Description			Amount
	04902946	06/10/2012	TELECOM SVCS-LOCAL/LONG DIST.			$3,075.34
213460	07/11/2012			Accounts Payable	XEROX CAPITAL SERVICES, LLC	$130.68
	Invoice	Date	Description			Amount
	119720839	06/16/2012	STAPLES FOR COPIER			$130.68
213461	07/11/2012			Accounts Payable	STEIGELMAN, DEBRA	$75.00
	Invoice	Date	Description			Amount
	R11-042614	06/21/2012	REFUND SPAY/NEUTER DEPOSIT			$75.00
213462	07/12/2012			Accounts Payable	KEEP AMERICA BEAUTIFUL, INC.	$2,000.00
	Invoice	Date	Description			Amount
	062712	06/11/2012	CERTIFICATION & ANNUAL FEES			$2,000.00
213463	07/12/2012			Accounts Payable	NIGHT OPTICS USA, INC.	$10,079.17
	Invoice	Date	Description			Amount
	501163	07/12/2012	THERMAL MONOCULARS INSIGHT TECH			$10,079.17
213464	07/12/2012			Accounts Payable	PAUL DAVIS RESTORATION	$125.00
	Invoice	Date	Description			Amount
	MV1258	06/11/2012	CLAIM SETTLEMENT			$125.00
213465	07/12/2012			Accounts Payable	SOUTHERN CALIFORNIA EDISON	$7,788.58
	Invoice	Date	Description			Amount
	JUN-12	07/12/2012	ELECTRICITY			$7,788.58

MV00176662

City of Moreno Valley

Payment Register

From Payment Date: 7/1/2012 - To Payment Date: 7/31/2012

Number	Check Date	Invoice Date	Description	Source	Payee Name		Transaction Amount
213466	07/12/2012			Accounts Payable	WALKER, JASON		$125.00
	Invoice	Date	Description			Amount	
	MV1257	06/11/2012	CLAIM SETTLEMENT			$125.00	
213467	07/16/2012			Accounts Payable	ALLIANZ LIFE INSURANCE CO		$75.00
	Invoice	Date	Description			Amount	
	120712	07/16/2012	NON-EXEMPT ANNUITY			$75.00	
213468	07/16/2012			Accounts Payable	AVI-CON INC.		$2,541.84
	Invoice	Date	Description			Amount	
	06.08.12RET	07/16/2012	REISSUE ACH#8855836 DTD 6/28/12			$2,541.84	
213469	07/16/2012			Accounts Payable	BRAUN BLAISING MCLAUGHLIN		$10,543.63
	Invoice	Date	Description			Amount	
	14339	07/04/2012	LEGAL SVCS-STREETLIGHT SETTLEMENT-CASL			$10,543.63	
213470	07/16/2012			Accounts Payable	BRODART CO.		$344.99
	Invoice	Date	Description			Amount	
	B2508883	06/19/2012	MISC BOOKS-LIBRARY			$74.41	
	B2508881	06/19/2012	MISC BOOKS-LIBRARY			$39.80	
	B2508880	06/19/2012	MISC BOOKS-LIBRARY			$210.82	
	B2508879	06/19/2012	MISC BOOKS-LIBRARY			$19.96	

MV00176663

City of Moreno Valley

Payment Register

From Payment Date: 7/1/2012 - To Payment Date: 7/31/2012

Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213471	07/16/2012			Accounts Payable	BWI - BOOK WHOLESALERS, INC.	$2,792.79

Invoice	Date	Description	Amount
125361E	06/07/2012	MISC BOOKS/MATERIALS-LIBRARY	$25.96
122467E	06/04/2012	MISC BOOKS/MATERIALS-LIBRARY	$15.15
126157E	06/01/2012	MISC BOOKS/MATERIALS-LIBRARY	$20.94
119076E	05/29/2012	MISC BOOKS/MATERIALS-LIBRARY	$360.75
119077E	05/29/2012	MISC BOOKS/MATERIALS-LIBRARY	$414.27
121158E	05/31/2012	MISC BOOKS/MATERIALS-LIBRARY	$15.15
119074E	05/18/2012	MISC BOOKS/MATERIALS-LIBRARY	$448.71
120744E	05/22/2012	MISC BOOKS/MATERIALS-LIBRARY	$24.53
104172E	05/09/2012	MISC BOOKS/MATERIALS-LIBRARY	$15.15
108633E	05/14/2012	MISC BOOKS/MATERIALS-LIBRARY	$15.15
119079E	05/25/2012	MISC BOOKS/MATERIALS-LIBRARY	$306.78
119078E	05/25/2012	MISC BOOKS/MATERIALS-LIBRARY	$80.49
119075E	05/25/2012	MISC BOOKS/MATERIALS-LIBRARY	$44.16
111003E	05/15/2012	MISC BOOKS/MATERIALS-LIBRARY	$184.78
121689E	05/31/2012	MISC BOOKS/MATERIALS-LIBRARY	$264.49
105559E	05/10/2012	MISC BOOKS/MATERIALS-LIBRARY	$158.48
108385E	07/14/2012	MISC BOOKS/MATERIALS-LIBRARY	$14.50
107962E	05/14/2012	MISC BOOKS/MATERIALS-LIBRARY	$43.37
125022E	05/31/2012	MISC BOOKS/MATERIALS-LIBRARY	$20.74
118776E	05/25/2012	MISC BOOKS/MATERIALS-LIBRARY	$81.11
117669E	05/16/2012	MISC BOOKS/MATERIALS-LIBRARY	$55.50
100211E	04/19/2012	MISC BOOKS/MATERIALS-LIBRARY	$28.64
127961E	06/13/2012	MISC BOOKS/MATERIALS-LIBRARY	$153.99

213472	07/16/2012			Accounts Payable	CALIFORNIA BUILDING STANDARDS	$1,489.50

Invoice	Date	Description	Amount
2ND QTR	07/12/2012	SB1473 FEES COLLECTED 4/1-6/30/12	$1,489.50

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213473	07/16/2012			Accounts Payable	COMMUNITY HEALTH CHARITIES	$142.00
	Invoice	Date	Description			Amount
	120712	07/12/2012	CHC CONTRIBUTIONS			$142.00
213477	07/16/2012			Accounts Payable	DDL TRAFFIC	$26,634.44
	Invoice	Date	Description			Amount
	2221	06/18/2012	IDC 1520 SPEED CONTROL SIGN-4 UNITS			$26,634.44
213478	07/16/2012			Accounts Payable	DEPARTMENT OF CONSERVATION	$9,649.93
	Invoice	Date	Description			Amount
	2ND QTR	07/12/2012	SMI FEES FOR THE QTR PERIOD 4/1-6/30/12			$9,649.93
213479	07/16/2012			Accounts Payable	DISTINCTIVELY YOURS	$4,981.40
	Invoice	Date	Description			Amount
	4872	06/20/2012	JR FIREFIGHTER BADGES & STICKERS			$4,981.40
213480	07/16/2012			Accounts Payable	ECONOMIC DEVELOPMENT AGENCY	$33,275.00
	Invoice	Date	Description			Amount
	2012-3	06/07/2012	LIBRARY AUTOMATION SVCS-JAN-JUNE 2012			$33,275.00
213481	07/16/2012			Accounts Payable	FRANCHISE TAX BOARD	$175.00
	Invoice	Date	Description			Amount
	120712	07/12/2012	GARNISHMENT			$175.00
213482	07/16/2012			Accounts Payable	GENERAL SECURITY SERVICES, INC.	$322.14
	Invoice	Date	Description			Amount
	170795	05/23/2012	SECURITY SVCS-TOWNGATE RENTALS			$61.36
	170796	05/23/2012	SECURITY SVCS-TOWNGATE RENTALS			$92.04
	170798	06/19/2012	SECURITY SVCS-TOWNGATE RENTALS			$92.04
	170859	06/22/2012	SECURITY SVCS-TOWNGATE RENTALS			$76.70

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213483	07/16/2012			Accounts Payable	GONG ENTERPRISES, INC.	$810.00
	Invoice	Date	Description			Amount
	6869	06/13/2012	CONSULTANT PLAN CHECK SVCS-PM34577/PA06-			$810.00
213484	07/16/2012			Accounts Payable	ING USA ANNUITY & LIFE INSURANCE CO.	$400.00
	Invoice	Date	Description			Amount
	120701	07/01/2012	NON-EXEMPT ANNUITY			$400.00
213485	07/16/2012			Accounts Payable	LARA, CHRISTINA	$669.23
	Invoice	Date	Description			Amount
	120712	07/12/2012	SPOUSAL SUPPORT & ARREARS			$669.23
213486	07/16/2012			Accounts Payable	LEAGUE OF CALIFORNIA CITIES-RIV CNTY DIV	$70.00
	Invoice	Date	Description			Amount
	07092012	07/09/2012	MEMBERSHIP MEETING			$70.00
213487	07/16/2012			Accounts Payable	MORENO VALLEY CHAMBER OF COMMERCE	$150.00
	Invoice	Date	Description			Amount
	3293	06/27/2012	WAKE-UP MEETING-6/27/12			$150.00
213488	07/16/2012			Accounts Payable	PERS LONG TERM CARE PROGRAM	$458.63
	Invoice	Date	Description			Amount
	120712	07/12/2012	LONG TERM CARE INSURANCE			$458.63
213489	07/16/2012			Accounts Payable	RIVERSIDE COUNTY SHERIFF COURT SERVICES	$822.29
	Invoice	Date	Description			Amount
	120712	07/12/2012	GARNISHMENT			$822.29

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213490	07/16/2012			Accounts Payable	ROSENOW SPEVACEK GROUP (RSG, INC.)	$1,321.48
	Invoice	Date	Description			Amount
	0028168	05/31/2012	NSP ELIGIBILITY REVIEW SVCS			$346.48
	0028169	05/31/2012	ELIGIBILITY REVIEW SVCS			$325.00
	0028170	05/31/2012	ELIGIBILITY REVIEW SVCS			$325.00
	0028174	05/24/2012	ELIGIBILITY REVIEW SVCS			$325.00
213491	07/16/2012			Accounts Payable	SABRE LIGHTING AND SIGNS	$662.12
	Invoice	Date	Description			Amount
	4936	06/20/2012	REFURBISH WELCOME SIGNS			$662.12
213492	07/16/2012			Accounts Payable	SOUTHERN CALIFORNIA GAS CO.	$3,504.50
	Invoice	Date	Description			Amount
	JUN-12	07/06/2012	GAS CHARGES			$3,504.50
213493	07/16/2012			Accounts Payable	STANDARD INSURANCE CO	$27,649.90
	Invoice	Date	Description			Amount
	120701a	07/16/2012	LIFE & DISABILITY INSURANCE			$27,649.90
213494	07/16/2012			Accounts Payable	SUNNYMEAD ACE HARDWARE	$67.73
	Invoice	Date	Description			Amount
	46901	05/17/2012	MISC. SUPPLIES FOR PD			$20.46
	47333	06/19/2012	MISC. SUPPLIES FOR PD			$17.75
	47426	06/26/2012	MISC. SUPPLIES FOR PD			$16.65
	47466	06/28/2012	MISC. SUPPLIES FOR PD			$12.87
213496	07/16/2012			Accounts Payable	THERMAL COMBUSTION INNOVATORS	$213.12
	Invoice	Date	Description			Amount
	90724	03/13/2012	MEDICAL/BIOHAZ. WASTE DISPOSAL			$71.05
	90712	04/10/2012	MEDICAL/BIOHAZ. WASTE DISPOSAL			$71.00
	90660	05/08/2012	MEDICAL/BIOHAZ. WASTE DISPOSAL			$71.07

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Number	Check Date	Invoice Date	Description	Source	Payee Name		Transaction Amount
213497	07/16/2012			Accounts Payable	THERMAL-COOL INC.		$215.00
	Invoice	Date	Description			Amount	
	30498	06/01/2012	EMERG REPAIR TO HVAC UNIT			$215.00	
213498	07/16/2012			Accounts Payable	TROPICAL PLAZA NURSERY, INC.		$2,850.00
	Invoice	Date	Description			Amount	
	M50258	06/22/2012	LANDSCAPE SVCS-BUFFER ZONE BEHIND			$2,850.00	
213499	07/16/2012			Accounts Payable	UNITED WAY OF INLAND VALLEYS		$335.00
	Invoice	Date	Description			Amount	
	120712	07/12/2012	U W CONTRIBUTIONS			$335.00	
213500	07/16/2012			Accounts Payable	VERIZON CALIFORNIA		$618.34
	Invoice	Date	Description			Amount	
	951 UH2-	06/04/2012	PHONE CHARGES-ERC			$618.34	
213501	07/16/2012			Accounts Payable	VULCAN MATERIALS CO, INC.		$256.79
	Invoice	Date	Description			Amount	
	767926	06/18/2012	ASPHALTIC MATERIALS			$146.17	
	769954	06/20/2012	ASPHALTIC MATERIALS			$110.62	
213502	07/16/2012			Accounts Payable	WILLDAN FINANCIAL SERVICES		$5,820.00
	Invoice	Date	Description			Amount	
	010-18121	06/29/2012	MORENO VALLEY CSD REVIEW SVCS			$5,820.00	
213503	07/16/2012			Accounts Payable	XEROX CAPITAL SERVICES, LLC		$1,800.26
	Invoice	Date	Description			Amount	
	062509313	07/01/2012	COPIER LEASE/BILLABLE PRINTS FOR PARKS			$1,800.26	

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213504	07/16/2012			Accounts Payable	AVILA, JOSEPH	$75.00
	Invoice	Date	Description			Amount
	R12-050468	06/21/2012	REFUND-SPAY/NEUTER DEPOSIT			$75.00
213505	07/16/2012			Accounts Payable	DELGADO, ANDREA	$20.00
	Invoice	Date	Description			Amount
	R12-051061	06/12/2012	REFUND-RABIES DEPOSIT			$20.00
213506	07/16/2012			Accounts Payable	OLDENBURGER, TOM	$75.00
	Invoice	Date	Description			Amount
	R12-050362	06/27/2012	REFUND-SPAY/NEUTER DEPOSIT			$75.00
213507	07/16/2012			Accounts Payable	PETERSMEYER, ANGIE	$95.00
	Invoice	Date	Description			Amount
	R12-048745	06/20/2012	REFUND-RABIES & SPAY/NEUTER DEPOSIT			$95.00
213508	07/16/2012			Accounts Payable	SULLIVAN, BRANDY	$75.00
	Invoice	Date	Description			Amount
	R12-050617	06/23/2012	REFUND-SPAY/NEUTER DEPOSIT			$75.00
213509	07/16/2012			Accounts Payable	TRAN, KIM	$20.00
	Invoice	Date	Description			Amount
	R12-049722	06/21/2012	REFUND-RABIES DEPOSIT			$20.00
213510	07/16/2012			Accounts Payable	VERA, JESUS, MENDOZA	$150.00
	Invoice	Date	Description			Amount
	R12-048303	06/23/2012	REFUND-SPAY/NEUTER DEPOSIT			$150.00
213511	07/16/2012			Accounts Payable	WARNICK, LAURA	$20.00
	Invoice	Date	Description			Amount
	R12-051347	06/25/2012	REFUND-RABIES DEPOSIT			$20.00

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Number	Check Date	Invoice Date	Description	Source	Payee Name		Transaction Amount
213512	07/16/2012			Accounts Payable	ZHANG, FEI		$75.00
	Invoice	Date	Description			Amount	
	R12-050715	06/23/2012	REFUND SPAY/NEUTER DEPOSIT			$75.00	
213513	07/17/2012			Accounts Payable	COUNTY OF RIVERSIDE - RMAP		$15.00
	Invoice	Date	Description			Amount	
	10732	06/21/2012	PARCEL MAP COPY SVCS			$15.00	
213514	07/17/2012			Accounts Payable	COUNTY OF RIVERSIDE - RMAP		$1,300.65
	Invoice	Date	Description			Amount	
	9990085000-	07/01/2012	RADIO SVCS FOR PD MOTORCYCLES			$1,300.65	
213515	07/17/2012			Accounts Payable	COUNTY OF RIVERSIDE - RMAP		$45,736.82
	Invoice	Date	Description			Amount	
	SH000001949	06/22/2012	SPEC BILLING-LAW ENF OVRTIME-JAG 2009			$3,364.80	
	SH000001950	06/22/2012	SPEC BILLING-LAW ENF OVRTIME-JAG 2010			$9,794.13	
	SH000001950	06/22/2012	CONTRACT LAW ENF SVCS-DUI CHKPT 5/4/12			$11,989.71	
	SH000001950	06/25/2012	CONTRACT LAW ENF SVCS-SOBRIETY CHKPT			$8,282.37	
	SH000001950	06/25/2012	CONTRACT LAW ENF SVCS-DUI SAT PATROL			$1,701.17	
	SH000001950	06/25/2012	CONTRACT LAW ENF SVCS-DUI CHKPT 5/25/12			$9,349.08	
	SH000001950	06/25/2012	CONTRACT LAW ENF SVCS-DUI CHKPT 5/26/12			$801.24	
	SH000001951	06/26/2012	CONTRACT LAW ENF SVCS-AVOID THE 30			$454.32	
213516	07/17/2012			Accounts Payable	JARRETT, STEPHEN M.		$420.90
	Invoice	Date	Description			Amount	
	7/22-7/26/12	07/16/2012	PER DIEM/MILEAGE-ESRI INTL UC CONFERENCE			$420.90	
213517	07/17/2012			Accounts Payable	MENDENHALL, DALE W.		$93.35
	Invoice	Date	Description			Amount	
	7/26/12	07/17/2012	MILEAGE-ESRI INTL UC CONFERENCE			$93.35	

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Number	Check Date	Invoice Date	Description	Source	Payee Name		Transaction Amount
213518	07/17/2012			Accounts Payable	NOLLAR, JANICE		$279.51
	Invoice	Date	Description			Amount	
	7/23-7/25/12	07/16/2012	PER DIEM/MILEAGE-ESRI INTL UC CONFERENCE			$279.51	
213519	07/17/2012			Accounts Payable	SOUTHERN CALIFORNIA EDISON		$96,381.08
	Invoice	Date	Description			Amount	
	JUN-12	07/07/2012	ELECTRICITY			$96,381.08	
213520	07/17/2012			Accounts Payable	SOUTHERN CALIFORNIA EDISON		$15,307.95
	Invoice	Date	Description			Amount	
	721-3449 JUN-	07/03/2012	WDAT CHARGES-FERC-115KV PROJ-13571			$14,146.73	
	587-9520 JUN-	07/03/2012	WDAT CHARGES-FERC CHRGS-ADDED			$701.48	
	707-6081 JUN-	07/05/2012	ELECTRIC CHARGES			$459.74	
213521	07/17/2012			Accounts Payable	VULCAN MATERIALS CO, INC.		$1,071.38
	Invoice	Date	Description			Amount	
	765770	06/15/2012	ASPHALTIC MATERIALS			$1,071.38	
213522	07/17/2012			Accounts Payable	WALTER'S WHOLESALE ELECTRIC		$2,171.61
	Invoice	Date	Description			Amount	
	1448267-01	06/08/2012	PG STYLE BOLT DOWN PULL BOXES			$2,171.61	

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213523	07/23/2012			Accounts Payable	ARROWHEAD WATER	$563.84
	Invoice	Date	Description			Amount
	02F00289909	06/12/2012	WATER PURIF UNIT RENTAL-CITY HALL			$134.63
	02F00296480	06/12/2012	WATER PURIF UNIT RENTAL-FS#65			$24.77
	02F00296479	06/12/2012	WATER PURIF UNIT RENTAL-FS#6			$24.77
	02F00296479	06/12/2012	WATER PURIF UNIT RENTAL-FS#48			$24.77
	02F00296479	06/12/2012	WATER PURIF UNIT RENTAL-FS#58			$15.62
	02F00296480	06/12/2012	WATER PURIF UNIT RENTAL-FS#91			$24.77
	02F00291151	06/12/2012	WATER PURIF UNIT RENTAL-LIBRARY			$24.77
	02F00291151	06/12/2012	WATER PURIF UNIT RENTAL-CITY YARD			$53.85
	02F00296479	06/12/2012	WATER PURIF UNIT RENTAL-FS#2			$24.77
	02F00308782	06/08/2012	WATER PURIF UNIT RENTAL-EOC			$24.77
	02F00291153	07/26/2012	WATER PURIF UNIT RENTAL-CRC			$26.93
	02F00291152	06/26/2012	WATER PURIF UNIT RENTAL-SENIOR CTR			$24.77
	02F00291151	06/26/2012	WATER PURIF UNIT RENTAL-ANIMAL SHLTR			$53.86
	02F00291153	06/26/2012	WATER PURIF UNIT RENTAL-FACILITY ANNEX			$26.93
	02F00291152	06/26/2012	WATER PURIF UNIT RENTAL-TS ANNEX			$26.93
	02F00291152	06/26/2012	WATER PURIF UNIT RENTAL-ESA ANNEX			$26.93
213524	07/23/2012			Accounts Payable	AT&T/MCI	$183.33
	Invoice	Date	Description			Amount
	3456369	06/13/2012	TELEPHONE SVCS-JUN-12/PD			$183.33
213526	07/23/2012			Accounts Payable	CALIFORNIA TRANSCRIPTION, LLC	$923.72
	Invoice	Date	Description			Amount
	1467	06/09/2012	TRANSCRIPTION SERVICES			$923.72
213527	07/23/2012			Accounts Payable	COUNTY OF RIVERSIDE - RMAP	$49.37
	Invoice	Date	Description			Amount
	10759	06/27/2012	RECORDATION SVCS			$49.37

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213528	07/23/2012			Accounts Payable	EASTERN MUNICIPAL WATER DISTRICT	$109,860.43
	Invoice	Date	Description			Amount
	JUN-12	06/30/2012	WATER CHARGES			$109,860.43
213529	07/23/2012			Accounts Payable	ELITE JANITORIAL, INC.	$428.00
	Invoice	Date	Description			Amount
	8853	06/19/2012	PRESSURE WASH SVCS-CRC			$428.00
213530	07/23/2012			Accounts Payable	EXCEL LANDSCAPE, INC	$5,396.99
	Invoice	Date	Description			Amount
	73469	06/20/2012	LANDSCAPE MAINT-WQCB			$5,396.99
213531	07/23/2012			Accounts Payable	GENERAL SECURITY SERVICES, INC.	$843.70
	Invoice	Date	Description			Amount
	170752	06/15/2012	SECURITY SVCS-CRC			$306.80
	170816	06/20/2012	SECURITY SVCS-CRC			$306.80
	170857	06/08/2012	SECURITY SVCS-CRC			$230.10
213532	07/23/2012			Accounts Payable	GUARDSMARK	$982.30
	Invoice	Date	Description			Amount
	5225122	06/16/2012	SECURITY SVCS-CITY HALL			$357.20
	5223121	06/02/2012	SECURITY SVCS-CITY HALL			$267.90
	5224122	07/09/2012	SECURITY SVCS-CITY HALL			$357.20
213533	07/23/2012			Accounts Payable	IL SORRENTO MOBILE PARK	$128.10
	Invoice	Date	Description			Amount
	MAY 2012	07/11/2012	REFUND-UUT FOR EXEMPT RESIDENTS			$128.10
213534	07/23/2012			Accounts Payable	KNORR SYSTEMS, INC	$851.92
	Invoice	Date	Description			Amount
	SI137250	06/27/2012	SPLASH PAD SUPPLIES-CFD #1			$851.92

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213535	07/23/2012			Accounts Payable	LANGSTON MOTORSPORTS	$1,268.23
	Invoice	Date	Description			Amount
	37259	07/13/2012	MOTORCYCLE MAINT/REPAIR & PARTS-POLICE			$903.11
	37319	06/20/2012	MOTORCYCLE MAINT/REPAIR & PARTS-POLICE			$365.12
213536	07/23/2012			Accounts Payable	LAW ENFORCEMENT ASSOCIATES	$4,951.31
	Invoice	Date	Description			Amount
	1103495-IN	06/13/2012	WIRE SYSTEM-PD			$4,951.31
213537	07/23/2012			Accounts Payable	LIEBERT, CASSIDY, WHITMORE	$420.00
	Invoice	Date	Description			Amount
	149958	04/30/2012	LEGAL SVCS-HR			$120.00
	152258	05/31/2012	LEGAL SVCS-HR			$300.00
213538	07/23/2012			Accounts Payable	MARCH JOINT POWERS AUTHORITY	$3.50
	Invoice	Date	Description			Amount
	0024240	06/12/2012	GAS METER CHARGES-MAY-12			$0.64
	0024235	06/12/2012	GAS METER CHARGES-MAY-12			$2.86
213539	07/23/2012			Accounts Payable	MERCHANTS LANDSCAPE SERVICES INC	$10,735.94
	Invoice	Date	Description			Amount
	36398	02/01/2012	LANDSCAPE MAINT-ZONE E			$5,367.97
	37385	07/20/2012	LANDSCAPE MAINT-ZONE E			$5,367.97
213540	07/23/2012			Accounts Payable	MORENO VALLEY UTILITY	$79,567.30
	Invoice	Date	Description			Amount
	JUL-12	07/09/2012	ELECTRICITY			$79,567.30

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213541	07/23/2012			Accounts Payable	MOSS BROS CHRYSLER, JEEP, DODGE MV	$420.38
	Invoice	Date	Description			Amount
	DOCS482895	06/29/2012	VEHICLE REPAIRS & PARTS-POLICE			$420.38
213542	07/23/2012			Accounts Payable	MOUNTED INTERNATIONAL	$4,864.91
	Invoice	Date	Description			Amount
	1613	06/02/2012	UNIFORMS & MISC SUPPLIES			$4,864.91
213543	07/23/2012			Accounts Payable	NORMAN A. TRAUB ASSOCIATES	$7,346.86
	Invoice	Date	Description			Amount
	12037	05/16/2012	INVESTIGATION SVCS-HR			$3,255.86
	12037.1	06/13/2012	INVESTIGATION SVCS-HR			$4,091.00
213544	07/23/2012			Accounts Payable	PSOMAS	$5,687.50
	Invoice	Date	Description			Amount
	81772	06/20/2012	IRONWOOD AVE IMPRVMNTS/HEACOCK TO			$5,687.50
213545	07/23/2012			Accounts Payable	PYRO SPECTACULARS, INC.	$15,000.00
	Invoice	Date	Description			Amount
	49427	06/30/2012	FIREWORKS DISPLAY-JUL 4TH-FULL PYMT			$15,000.00
213546	07/23/2012			Accounts Payable	RASMUSSEN BROTHERS CONSTRUCTION	$83,704.50
	Invoice	Date	Description			Amount
	MVPD 2	07/07/2012	PUB SAFETY BLDG RENOVATION PROJ-PHASE II			$83,704.50
213547	07/23/2012			Accounts Payable	SPARKLETTS	$11.07
	Invoice	Date	Description			Amount
	7364596	07/02/2012	BOTTLED WATER/SVC-CREEKSIDE			$11.07

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213548	07/23/2012			Accounts Payable	STATE OF CALIFORNIA DEPT. OF JUSTICE	$210.00
	Invoice	Date	Description			Amount
	915748	06/28/2012	BLOOD ALCOHOL ANALYSIS SVCS FOR PD			$140.00
	915772	06/29/2012	BLOOD ALCOHOL ANALYSIS SVCS FOR PD			$70.00
213549	07/23/2012			Accounts Payable	STENO SOLUTIONS TRANSCRIPTION SVCS., IN	$3,606.40
	Invoice	Date	Description			Amount
	42383	07/01/2012	DICTATION & TRANSCRIPTION SVCS FOR PD			$3,606.40
213550	07/23/2012			Accounts Payable	WAHLQUIST, DAVE	$240.00
	Invoice	Date	Description			Amount
	070112	07/01/2012	CONSULTANT SVCS FOR LAND DEV DIVISION			$240.00
213551	07/23/2012			Accounts Payable	WASTE MANAGEMENT, INC.	$452.55
	Invoice	Date	Description			Amount
	3461361-2371-	07/01/2012	ROLL-OFF STORAGE BIN RENTALS			$452.55
213552	07/23/2012			Accounts Payable	WEST PAYMENT CENTER	$476.28
	Invoice	Date	Description			Amount
	825309941	07/04/2012	LEGAL PUBLICATIONS SUBSCRIPTIONS			$476.28
213553	07/23/2012			Accounts Payable	WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.	$1,512.59
	Invoice	Date	Description			Amount
	JUN-12 TUMF	07/18/2012	TUMF FEES COLLECTED 6/1-6/30/12			$1,512.59
213554	07/23/2012			Accounts Payable	XEROX CAPITAL SERVICES, LLC	$550.76
	Invoice	Date	Description			Amount
	062509314	07/01/2012	COPIER LEASE OF XEROX EX560-PARKS			$490.76
	062509312	07/01/2012	COPIER RNTL/MAINT-PD			$60.00

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213556	07/24/2012			Accounts Payable	DELTA DENTAL OF CALIF	$10,203.24
	Invoice	Date	Description			Amount
	120701	07/01/2012	EMPLOYEE DENTAL INSURANCE			$10,203.24
213557	07/24/2012			Accounts Payable	DELTACARE USA	$5,787.52
	Invoice	Date	Description			Amount
	120701	07/01/2012	EMPLOYEE DENTAL INSURANCE			$5,787.52
213558	07/24/2012			Accounts Payable	GUEST SERVICES	$240.48
	Invoice	Date	Description			Amount
	RANDALL	07/09/2012	MEAL TICKET - COURSE: R306/AUG. 6-17, 2012			$240.48
213559	07/24/2012			Accounts Payable	RAYMOND, DENISE M.	$57,514.70
	Invoice	Date	Description			Amount
	07242012	07/24/2012	SETTLEMENT AGREEMENT			$57,514.70
213560	07/24/2012			Accounts Payable	SO CAL FIRE PREVENTION OFFICERS ASSOC.	$55.00
	Invoice	Date	Description			Amount
	FY 12/13-R.	06/25/2012	ANNUAL MEMBERSHIP RENEWAL			$55.00
213561	07/24/2012			Accounts Payable	SOUTHERN CALIFORNIA EDISON	$80,396.61
	Invoice	Date	Description			Amount
	JUN-12	07/16/2012	ELECTRICITY			$80,396.61
213562	07/24/2012			Accounts Payable	SPARKLETTS	$62.14
	Invoice	Date	Description			Amount
	7364551	05/23/2012	BOTTLED WATER/SVC-SUNNYMEAD			$15.52
	7364551	06/23/2012	BOTTLED WATER/SVC-SUNNYMEAD			$9.82
	7364596	06/02/2012	BOTTLED WATER/SVC-CREEKSIDE			$16.77
	7363683	06/02/2012	BOTTLED WATER/SVC-ARMADA ELEMENTARY			$20.03

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213563	07/24/2012			Accounts Payable	STATE BOARD OF EQUALIZATION	$8,150.78
	Invoice	Date	Description			Amount
	2ND QTR	07/17/2012	ACCT# 31-000177 - ELECTR. ENERGY			$8,150.78
213564	07/24/2012			Accounts Payable	STATE OF CALIFORNIA DEPT. OF JUSTICE	$1,088.00
	Invoice	Date	Description			Amount
	906810	05/04/2012	FINGERPRINTING SVCS			$448.00
	911764	06/06/2012	FINGERPRINTING SVCS			$640.00
213565	07/24/2012			Accounts Payable	SULLY- MILLER CONTRACTING CO., INC.	$1,016,788.04
	Invoice	Date	Description			Amount
	1	06/21/2012	NASON ST/CACTUS AVE STREET IMPRVMNTS			$1,016,788.04
213566	07/24/2012			Accounts Payable	THINK TOGETHER, INC	$5,786.75
	Invoice	Date	Description			Amount
	7373	06/27/2012	REIMB. TRANSPORTATION FOR ASES			$5,786.75
213567	07/24/2012			Accounts Payable	WILLIS, ROBERT H	$80.00
	Invoice	Date	Description			Amount
	062412	06/24/2012	SPORTS OFFICIATING SVCS			$80.00
213568	07/24/2012			Accounts Payable	BOUYER, CAROL	$119.30
	Invoice	Date	Description			Amount
	953568	07/09/2012	REFUND-SUMMER BASKETBALL LEAGUE			$119.30
213569	07/24/2012			Accounts Payable	MARZETT, DEBRA, LYNN	$57.50
	Invoice	Date	Description			Amount
	MV312040602	07/10/2012	REFUND-CITATION DISMISSED AT HEARING			$57.50

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Number	Check Date	Invoice Date	Description	Source	Payee Name		Transaction Amount
213570	07/30/2012			Accounts Payable	ALCORN FENCE COMPANY		$7,075.00
	Invoice	Date	Description			Amount	
	00469	06/26/2012	INSTALL GUARDRAIL-S/S CACTUS, E/O			$7,075.00	
213571	07/30/2012			Accounts Payable	AMTECH ELEVATOR SERVICES		$753.50
	Invoice	Date	Description			Amount	
	DVB31097001	06/29/2012	REPLACE WHEELCHAIR DOOR LOCK COIL			$483.00	
	DVB27504001	06/28/2012	WHEELCHAIR LIFT MAINT/REPAIR-SENIOR CNTR			$270.50	
213572	07/30/2012			Accounts Payable	ANTHONY ACOSTA		$300.00
	Invoice	Date	Description			Amount	
	07092012	07/09/2012	TEEN STAGE-SOUND TECH-JULY 4TH			$300.00	
213573	07/30/2012			Accounts Payable	ARROWHEAD WATER		$352.72
	Invoice	Date	Description			Amount	
	02G00296479	07/11/2012	WATER PURIF UNIT RENTAL-FS#2			$24.77	
	02G00296479	07/11/2012	WATER PURIF UNIT RENTAL-FS#6			$24.77	
	02G00296479	07/11/2012	WATER PURIF UNIT RENTAL-FS#48			$24.77	
	02G00296479	07/11/2012	WATER PURIF UNIT RENTAL-FS#58			$15.62	
	02G00296480	07/11/2012	WATER PURIF UNIT RENTAL-FS#65			$24.77	
	02G00296480	07/11/2012	WATER PURIF UNIT RENTAL-FS#91			$24.77	
	02G00289909	07/11/2012	WATER PURIF UNIT RENTAL-CITY HALL			$134.63	
	02G00291151	07/11/2012	WATER PURIF UNIT RENTAL-LIBRARY			$24.77	
	02G00291151	07/11/2012	WATER PURIF UNIT RENTAL-CITY YARD			$53.85	
213574	07/30/2012			Accounts Payable	AT&T MOBILITY		$92.16
	Invoice	Date	Description			Amount	
	872455379X0	07/06/2012	CELLULAR PHONE SVCS-PD COMND CTR			$92.16	

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213575	07/30/2012			Accounts Payable	BIO-TOX LABORATORIES	$5,609.93
	Invoice	Date	Description			Amount
	25409	07/09/2012	TOXICOLOGY TESTING-POLICE			$5,592.40
	25398	07/09/2012	TOXICOLOGY TESTING-POLICE			$17.53
213576	07/30/2012			Accounts Payable	BRAUN BLAISING MCLAUGHLIN	$6,184.50
	Invoice	Date	Description			Amount
	14342	07/16/2012	LEGAL SVCS			$6,184.50
213577	07/30/2012			Accounts Payable	CARE ANIMAL HOSPITAL	$431.20
	Invoice	Date	Description			Amount
	162474	06/25/2012	WELLNESS EXAM FOR K-9 DUKE			$431.20
213578	07/30/2012			Accounts Payable	COLLINS, COLLINS, MUIR & STEWART, LLP	$1,171.20
	Invoice	Date	Description			Amount
	273580	07/05/2012	LEGAL SERVICES			$1,171.20
213579	07/30/2012			Accounts Payable	COMMUNITY HEALTH CHARITIES	$142.00
	Invoice	Date	Description			Amount
	120726	07/26/2012	CHC CONTRIBUTIONS			$142.00
213580	07/30/2012			Accounts Payable	CONTRERAS, BIANCA	$70.00
	Invoice	Date	Description			Amount
	070812	07/08/2012	SPORTS OFFICIATING SVCS			$70.00
213581	07/30/2012			Accounts Payable	CONTRERAS, JOSE	$70.00
	Invoice	Date	Description			Amount
	070812	07/08/2012	SPORTS OFFICIATING SVCS			$70.00

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213582	07/30/2012			Accounts Payable	COUNSELING TEAM, THE	$1,250.00
	Invoice	Date	Description			Amount
	19001	06/30/2012	EMPLOYEE SUPPORT SVCS-HR			$1,250.00
213584	07/30/2012			Accounts Payable	COUNTY OF RIVERSIDE - RMAP	$4,533.64
	Invoice	Date	Description			Amount
	SR201934	06/14/2012	INFRASTRUCTURE ENGINEERING SVCS-			$4,533.64
213585	07/30/2012			Accounts Payable	COUNTY OF RIVERSIDE - RMAP	$1,720.88
	Invoice	Date	Description			Amount
	SH000001968	06/30/2012	SPEC BILLING-LAW ENF OVRTIME-JAG 2010			$1,720.88
213586	07/30/2012			Accounts Payable	COUNTY OF RIVERSIDE 2	$1,339.88
	Invoice	Date	Description			Amount
	PU000000248	06/30/2012	JANITORIAL SUPPLIES FOR PD			$1,339.88
213587	07/30/2012			Accounts Payable	COUNTY OF RIVERSIDE SHERIFF	$2,851,347.97
	Invoice	Date	Description			Amount
	SH000001929	05/25/2012	CONTRACT LAW ENF BILL #11			$2,851,347.97
213588	07/30/2012			Accounts Payable	CRIME SCENE STERI-CLEAN, LLC	$750.00
	Invoice	Date	Description			Amount
	31223	07/03/2012	BIOHAZARD CLEANING SVCS FOR PD			$750.00
213589	07/30/2012			Accounts Payable	DAN'S FEED & SEED	$4,005.55
	Invoice	Date	Description			Amount
	071312	07/13/2012	VARIOUS ANIMAL SVCS SUPPLIES			$4,005.55
213590	07/30/2012			Accounts Payable	DATAQUICK CORPORATE HEADQUARTERS	$130.50
	Invoice	Date	Description			Amount
	B1-2053544	07/02/2012	SOFTWARE & ONLINE SUBSCRIPTION			$130.50

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213591	07/30/2012			Accounts Payable	DMC DESIGN GROUP, INC	$9,190.09
	Invoice	Date	Description			Amount
	2012-060	06/01/2012	STREET IMPRVMNTS PRGM HMPG GRANT			$4,743.00
	2012-075	07/15/2012	STREET IMPRVMNTS PRGM HMPG GRANT			$4,447.09
213592	07/30/2012			Accounts Payable	ECONOMIC DEVELOPMENT AGENCY	$1,425.00
	Invoice	Date	Description			Amount
	07122012	07/12/2012	RIVERSIDE COUNTY 5TH DISTRICT SYMPOSIUM			$1,425.00
213593	07/30/2012			Accounts Payable	FAST SIGNS	$2,819.82
	Invoice	Date	Description			Amount
	70-33032	07/09/2012	SPONSOR BANNERS/CAR MAGNETS-JULY 4TH			$2,819.82
213594	07/30/2012			Accounts Payable	FITNESS 19 CA 155 11C	$201.00
	Invoice	Date	Description			Amount
	120726	07/26/2012	GYM MEMBERSHIP DEDUCTIONS			$201.00
213595	07/30/2012			Accounts Payable	FRANCHISE TAX BOARD	$175.00
	Invoice	Date	Description			Amount
	120726	07/26/2012	GARNISHMENT			$175.00
213596	07/30/2012			Accounts Payable	GENERAL SECURITY SERVICES, INC.	$1,273.22
	Invoice	Date	Description			Amount
	170881	06/21/2012	SECURITY SVCS-CRC			$306.80
	170858	06/08/2012	SECURITY SVCS-CRC RENTALS			$490.88
	170753	06/15/2012	SECURITY SVCS-CRC RENTALS			$475.54

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213597	07/30/2012			Accounts Payable	GONG ENTERPRISES, INC.	$1,246.32
	Invoice	Date	Description			Amount
	6871	07/07/2012	PLAN CHECK SVCS-LAND DVLPMNT			$686.32
	6872	07/07/2012	PLAN CHECK SVCS-PM34577/PA06-0021			$560.00
213598	07/30/2012			Accounts Payable	HDL/HINDERLITER DE LLAMAS & ASSOCIATES	$1,300.00
	Invoice	Date	Description			Amount
	0019549-IN	07/12/2012	AUDIT SERVICES-SALES TAX			$1,300.00
213599	07/30/2012			Accounts Payable	HDR ENGINEERING, INC.	$143.00
	Invoice	Date	Description			Amount
	2133-B	06/13/2012	CACTUS AVE/NASON STREET IMPRVMNTS			$143.00
213600	07/30/2012			Accounts Payable	KRUEGER, KIMBERLEE	$440.78
	Invoice	Date	Description			Amount
	8/5-8/10/12	08/01/2012	PER DIEM/MILEAGE-BUSINESS INTELLIGENCE			$440.78
213601	07/30/2012			Accounts Payable	LA FOLLETTE, JOHNSON, DE HAAS, ET AL	$25,120.99
	Invoice	Date	Description			Amount
	266072	07/10/2012	LEGAL SERVICES			$19,934.98
	266074	07/10/2012	LEGAL SERVICES			$5,186.01
213602	07/30/2012			Accounts Payable	LARA, CHRISTINA	$669.23
	Invoice	Date	Description			Amount
	120726	07/26/2012	SPOUSAL SUPPORT & ARREARS			$669.23
213603	07/30/2012			Accounts Payable	LAWSON PRODUCTS, INC.	$820.39
	Invoice	Date	Description			Amount
	9300921074	06/21/2012	MISC SUPPLIES-PARK MAINT			$820.39

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213604	07/30/2012			Accounts Payable	MELAD & ASSOCIATES, INC	$2,162.66
	Invoice	Date	Description			Amount
	MV12-005	06/05/2012	PLAN CHECK SVCS-BLDG			$1,125.00
	MV12-004	05/14/2012	PLAN CHECK SVCS-BLDG			$1,037.66
213605	07/30/2012			Accounts Payable	METZ, RANDALL	$248.50
	Invoice	Date	Description			Amount
	8/6-8/17/12	08/01/2012	PER DIEM-NATIONAL FIRE ACADEMY TRAINING			$248.50
213606	07/30/2012			Accounts Payable	MORENO VALLEY HISPANIC CHAMBER OF	$70.00
	Invoice	Date	Description			Amount
	7/3/12	07/05/2012	ADELANTE MEETING ATTENDANCE			$70.00
213607	07/30/2012			Accounts Payable	NINYO & MOORE GEOTECHNICAL	$9,783.75
	Invoice	Date	Description			Amount
	165981	06/29/2012	STREET IMPRVMNT PROJECT FOR KENTLAND			$8,318.25
	165984	06/29/2012	CITYWIDE SIDEWALKS & ACCESS RAMPS PHASE			$1,465.50
213608	07/30/2012			Accounts Payable	PERS LONG TERM CARE PROGRAM	$458.63
	Invoice	Date	Description			Amount
	120726	07/26/2012	LONG TERM CARE INSURANCE			$458.63
213609	07/30/2012			Accounts Payable	PROFESSIONAL COMMUNICATIONS NETWORK	$478.95
	Invoice	Date	Description			Amount
	085900534	07/03/2012	LIVE ANSWERING SVC			$478.95
213610	07/30/2012			Accounts Payable	RIGHTWAY SITE SERVICES, INC.	$381.16
	Invoice	Date	Description			Amount
	709965	06/21/2012	PORTABLE RESTROOMS-EQUESTRIAN CTR			$308.88
	709964	06/21/2012	PORTABLE RESTROOMS-COTTONWOOD GOLF			$72.28

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213611	07/30/2012			Accounts Payable	RIVERSIDE AREA RAPE CRISIS CENTER	$542.45
	Invoice	Date	Description			Amount
	MAY 2012	06/14/2012	CDBG SVCS-CHILD ABUSE PREVENTION			$354.18
	JUNE 2012	07/03/2012	CDBG SVCS-CHILD ABUSE PREVENTION			$188.27
213612	07/30/2012			Accounts Payable	RIVERSIDE COUNTY SHERIFF COURT SERVICES	$310.22
	Invoice	Date	Description			Amount
	120726	07/26/2012	GARNISHMENT			$310.22
213613	07/30/2012			Accounts Payable	SILVER CREEK INDUSTRIES, INC	$474,458.62
	Invoice	Date	Description			Amount
	9	07/09/2012	MORRISON PARK FIRE STATION PROJECT SVCS			$474,458.62
213614	07/30/2012			Accounts Payable	SIMPLOT PARTNERS	$3,202.76
	Invoice	Date	Description			Amount
	205004023	06/28/2012	SUPER TURF FERTILIZER FOR CITY PARKS			$3,202.76
213615	07/30/2012			Accounts Payable	SKY PUBLISHING	$857.00
	Invoice	Date	Description			Amount
	12_4_57	05/17/2012	1/2 PG ADVERTISEMENT FOR 5/12/12			$857.00
213616	07/30/2012			Accounts Payable	SODEN ENTERPRISES, INC. DBA EASY YOGA	$51.60
	Invoice	Date	Description			Amount
	43750	06/05/2012	INSTRUCTOR SVCS-YOGA			$51.60
213617	07/30/2012			Accounts Payable	STATE OF CALIFORNIA DEPT. OF JUSTICE	$2,614.00
	Invoice	Date	Description			Amount
	917093	06/30/2012	FINGERPRINTING SVCS-PD			$2,614.00

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213618	07/30/2012			Accounts Payable	STRADLING, YOCCA, CARLSON & RAUTH	$8,369.00
	Invoice	Date	Description			Amount
	272914-0035	07/13/2012	LEGAL SERVICES			$5,744.00
	272920-0000	07/13/2012	LEGAL SERVICES			$75.00
	272922-0000	07/13/2012	LEGAL SERVICES			$2,550.00
213619	07/30/2012			Accounts Payable	SULLY- MILLER CONTRACTING CO., INC.	$1,242,362.74
	Invoice	Date	Description			Amount
	2	06/25/2012	NASON ST/CACTUS AVE STREET IMPRVMNTS			$1,242,362.74
213620	07/30/2012			Accounts Payable	SUNNYMEAD ACE HARDWARE	$29.05
	Invoice	Date	Description			Amount
	47612	07/11/2012	MISC. SUPPLIES FOR PD			$29.05
213621	07/30/2012			Accounts Payable	TMAD TAYLOR & GAINES	$5,921.70
	Invoice	Date	Description			Amount
	00071315	06/08/2012	EOC FCC GENERATOR/PSB CONVERSION			$5,921.70
213622	07/30/2012			Accounts Payable	TRANSTECH ENGINEERS, INC.	$106,174.38
	Invoice	Date	Description			Amount
	12062157	06/01/2012	CACTUS AVE/NASON STREET IMPRVMNTS			$57,308.75
	12070653	07/02/2012	CACTUS AVE/NASON STREET IMPRVMNTS			$48,865.63
213623	07/30/2012			Accounts Payable	UNITED WAY OF INLAND VALLEYS	$335.00
	Invoice	Date	Description			Amount
	120726	07/26/2012	U W CONTRIBUTIONS			$335.00
213624	07/30/2012			Accounts Payable	WILLDAN AND ASSOCIATES	$15,518.87
	Invoice	Date	Description			Amount
	002-12262	05/22/2012	PLAN CHECK SERVICES-BLDG & SAFETY DEPT			$15,518.87

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Number	Check Date	Invoice Date	Description	Source	Payee Name		Transaction Amount
213625	07/30/2012			Accounts Payable	WILLIS, ROBERT H		$120.00
	Invoice	Date	Description			Amount	
	070812	07/08/2012	SPORTS OFFICIATING SVCS			$40.00	
	071512	07/15/2012	SPORTS OFFICIATING SVCS			$80.00	
213626	07/30/2012			Accounts Payable	XEROX CAPITAL SERVICES, LLC		$1,821.96
	Invoice	Date	Description			Amount	
	062731082	07/13/2012	COPIER RENTAL/MAINT./BILLABLE PRINTS FOR			$1,004.08	
	062731084	07/13/2012	COPIER RENTAL/MAINT. FOR PD			$84.38	
	062731086	07/13/2012	COPIER RENTAL/MAINT./BILLABLE PRINTS FOR			$733.50	
213627	07/30/2012			Accounts Payable	ALLEN, ROBERT		$95.00
	Invoice	Date	Description			Amount	
	R12-050660	07/12/2012	REFUND-RABIES & SPAY/NEUTER DEPOSIT			$95.00	
213628	07/30/2012			Accounts Payable	AMERICAN ELECTRIC		$180.53
	Invoice	Date	Description			Amount	
	B1000514	07/16/2012	REFUND-BUILDING PERMIT-CANCELLED PROJ			$180.53	
213630	07/30/2012			Accounts Payable	ANITA, LAWRENCE PERETTE		$460.00
	Invoice	Date	Description			Amount	
	MV211072100	07/10/2012	REFUND-CIT			$460.00	
213631	07/30/2012			Accounts Payable	AUSTIN, SABRINA		$10.00
	Invoice	Date	Description			Amount	
	952954	07/05/2012	REFUND-CAMP T-SHIRT PAYMENT			$10.00	
213632	07/30/2012			Accounts Payable	BULLEY, JOSEPH		$20.00
	Invoice	Date	Description			Amount	
	R12-050923	07/16/2012	REFUND-RABIES DEPOSIT			$20.00	

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Number	Check Date	Invoice Date	Description	Source	Payee Name		Transaction Amount
213633	07/30/2012			Accounts Payable	CHAVEZ, SIRENIA		$200.00
	Invoice	Date	Description			Amount	
	952693	07/03/2012	REFUND-RENTAL DEPOSIT RETURN-TWNGATE			$200.00	
213634	07/30/2012			Accounts Payable	COLE, GEORGINA RODRIGUEZ		$60.00
	Invoice	Date	Description			Amount	
	953608	07/09/2012	REFUND-SUMMER BASKETBLL LEAGUE			$60.00	
213635	07/30/2012			Accounts Payable	CORDOVA, MIRIAM		$300.00
	Invoice	Date	Description			Amount	
	949899	06/25/2012	REFUND-RENTAL DEPOSIT RETURN-SNR CTR			$300.00	
213636	07/30/2012			Accounts Payable	CROCKETT, TOINETTE		$317.00
	Invoice	Date	Description			Amount	
	MV290610009	07/10/2012	REFUND-CIT			$317.00	
213637	07/30/2012			Accounts Payable	CURIEL PELAYO, RAMON, A.		$1,093.00
	Invoice	Date	Description			Amount	
	291262002-8	07/25/2012	REFUND-DUP PYMNT NUISANCE ABATEMENT			$1,093.00	
213638	07/30/2012			Accounts Payable	DELBRUEGGE, LOUIS, DON		$58.00
	Invoice	Date	Description			Amount	
	MV312020702	07/25/2012	REFUND-CITATION OVRPYMNT			$58.00	
213639	07/30/2012			Accounts Payable	FLORES, ALEXANDER		$25.00
	Invoice	Date	Description			Amount	
	MV311111500	07/25/2012	REFUND-CITATION DISMISSED			$25.00	
213640	07/30/2012			Accounts Payable	FLORES, KIM		$75.00
	Invoice	Date	Description			Amount	
	R12-049205	07/25/2012	REFUND-NEUTER DEPOSIT			$75.00	

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213641	07/30/2012			Accounts Payable	GASTON, DERRICK	$60.00
	Invoice	Date	Description			Amount
	953610	07/25/2012	REFUND-BASKETBALL CLASS			$60.00
213642	07/30/2012			Accounts Payable	GERBITZ, LAVONDA	$20.00
	Invoice	Date	Description			Amount
	R12-048647	07/25/2012	REFUND-RABIES DEPOSIT			$20.00
213644	07/30/2012			Accounts Payable	GLASSMAN, YEN	$57.50
	Invoice	Date	Description			Amount
	MV312060504	07/18/2012	REFUND-PARKING FEE CHARGED IN ERROR			$57.50
213645	07/30/2012			Accounts Payable	GOC-ONG, WALTER	$60.00
	Invoice	Date	Description			Amount
	953579	07/09/2012	REFUND-SUMMER BASKETBALL LEAGUE			$60.00
213646	07/30/2012			Accounts Payable	GOLD, ANGELA	$32.50
	Invoice	Date	Description			Amount
	MV212011902	07/25/2012	REFUND-CITATION DISMISSED			$32.50
213647	07/30/2012			Accounts Payable	GROUT, SHAWN	$25.00
	Invoice	Date	Description			Amount
	RCT#463297	07/03/2012	REFUND-CLASS LATE FEE PYMNT			$25.00
213648	07/30/2012			Accounts Payable	GUTIERREZ, CELIA	$50.00
	Invoice	Date	Description			Amount
	R12-052031	07/25/2012	REFUND-TRAP DEPOSIT			$50.00

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213649	07/30/2012			Accounts Payable	HEADLEE, DIANNE	$57.50
	Invoice	Date	Description			Amount
	MV212010502	07/25/2012	REFUND-CITATION DISMISSED			$57.50
213650	07/30/2012			Accounts Payable	HIGHLAND MEADOWS APARTMENT	$30.00
	Invoice	Date	Description			Amount
	MV-	07/18/2012	REFUND-FALSE ALARM CITATION NON-BILLABLE			$30.00
213651	07/30/2012			Accounts Payable	LOPEZ, LETICIA	$95.00
	Invoice	Date	Description			Amount
	R12-049968	06/25/2012	REFUND-RABIES & SPAY/NEUTER DEPOSIT			$95.00
213652	07/30/2012			Accounts Payable	LUCIO, MARIBEL	$31.00
	Invoice	Date	Description			Amount
	950764	07/25/2012	REFUND-DEPOSIT PARK USE			$31.00
213653	07/30/2012			Accounts Payable	MORAN, GILBERT, ZAUL	$1.00
	Invoice	Date	Description			Amount
	MVP62424	07/25/2012	REFUND-CITATION OVRPYMNT			$1.00
213654	07/30/2012			Accounts Payable	NAVARRETE, ELBIA	$750.00
	Invoice	Date	Description			Amount
	952053	07/25/2012	REFUND-DEPOSIT CRC			$750.00
213655	07/30/2012			Accounts Payable	ORDONEZ, ABEL, A ZAMORA	$86.00
	Invoice	Date	Description			Amount
	MVP61759	07/25/2012	REFUND-CITATION OVRPYMNT			$86.00
213656	07/30/2012			Accounts Payable	RAY, CURTIS, LONNIE	$109.00
	Invoice	Date	Description			Amount
	MV100910077	07/10/2012	REFUND-CITATION OVERPAYMENT			$109.00

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213657	07/30/2012			Accounts Payable	RENTERIA, CRYSTAL	$75.00
	Invoice	Date	Description			Amount
	R12-051335	07/25/2012	REFUND-SPAY DEPOSIT			$75.00
213658	07/30/2012			Accounts Payable	RICE, JOSEPH	$32.50
	Invoice	Date	Description			Amount
	MV311112905	07/10/2012	REFUND-CITATION DISMISSED AT HEARING			$32.50
213659	07/30/2012			Accounts Payable	ROBUCK, DIXIE	$77.00
	Invoice	Date	Description			Amount
	954243	07/11/2012	REFUND-DOG TRAINING CLASS CANCELLED			$77.00
213660	07/30/2012			Accounts Payable	SALGADO, CRYSTAL/JULIO JR.	$57.50
	Invoice	Date	Description			Amount
	MV211060902	07/10/2012	REFUND-CITATION OVERPAYMENT			$57.50
213661	07/30/2012			Accounts Payable	SERVIN, HAZEL	$115.00
	Invoice	Date	Description			Amount
	950582	07/25/2012	REFUND-DEPOSIT PARK USE			$115.00
213662	07/30/2012			Accounts Payable	VARONA, LUIS, DEGANTE	$112.00
	Invoice	Date	Description			Amount
	952982	07/25/2012	REFUND-ENGLISH LANGUAGE CLASS			$112.00
213663	07/30/2012			Accounts Payable	WILKISON, BEVERLY	$75.00
	Invoice	Date	Description			Amount
	R12-051528	07/25/2012	REFUND-SPAY DEPOSIT			$75.00

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Number	Check Date	Invoice Date	Description	Source	Payee Name		Transaction Amount
213664	07/30/2012			Accounts Payable	WISEMON, SHARRON, SYDNEY		$75.00
	Invoice	Date	Description			Amount	
	R12-048314	07/25/2012	REFUND-SPAY DEPOSIT			$75.00	
213665	07/30/2012			Accounts Payable	YANG, CHING		$300.00
	Invoice	Date	Description			Amount	
	951972	07/25/2012	REFUND-DEPOSIT SENIOR RNTL			$300.00	
213666	07/30/2012			Accounts Payable	CALIFORNIA WATERSHED ENGINEERING CORP.		$2,308.00
	Invoice	Date	Description			Amount	
	12582	07/06/2012	PLAN CHECK SVCS-LAND DVLPMNT			$2,308.00	
Type Check Totals:				**219 Transactions**			**$6,752,229.90**

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
Electronic Funds Transfer (EFT)						
7001	07/11/2012			Accounts Payable	RALLY MANAGEMENT SERVICES, LLC	$719.28
	Invoice	Date	Description			Amount
	19342	06/18/2012	TEMP STAFFING SVCS-R. HENDERSON			$719.28
7002	07/11/2012			Accounts Payable	TRUGREEN LANDCARE	$2,485.00
	Invoice	Date	Description			Amount
	7321974	05/31/2012	LANDSCAPE MAINT-ZONE E-16			$2,485.00
7003	07/16/2012			Accounts Payable	ADLERHORST INTERNATIONAL INC.	$425.01
	Invoice	Date	Description			Amount
	16811	05/31/2012	K-9 TRAINING/EQUIPMENT-POLICE			$141.67
	16810	05/31/2012	K-9 TRAINING/EQUIPMENT-POLICE			$141.67
	16812	05/31/2012	K-9 TRAINING/EQUIPMENT-POLICE			$141.67
7004	07/16/2012			Accounts Payable	AMERICAN FORENSIC NURSES	$82.16
	Invoice	Date	Description			Amount
	61638	05/31/2012	BLOOD DRAWS-POLICE			$82.16
7005	07/16/2012			Accounts Payable	AXIS APPAREL	$4,660.09
	Invoice	Date	Description			Amount
	06192012	06/19/2012	YOUTH SPORTS APPAREL			$4,660.09
7006	07/16/2012			Accounts Payable	BEMUS LANDSCAPE, INC.	$5,089.30
	Invoice	Date	Description			Amount
	230421	06/25/2012	LANDSCAPE MAINT-VETERANS MEMRL			$225.00
	230434	06/25/2012	LANDSCAPE MAINT-FIRE STATIONS			$2,835.00
	230422	06/25/2012	LANDSCAPE MAINT-ANNEX			$221.00
	230433	06/25/2012	LANDSCAPE MAINT-CITY HALL			$893.30
	230428	06/25/2012	LANDSCAPE MAINT-TOWNGATE COMM CTR			$180.00
	230427	06/25/2012	LANDSCAPE MAINT-TOWNGATE BIKE			$735.00

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
7007	07/16/2012			Accounts Payable	CINTAS CORPORATION	$414.36
	Invoice	Date	Description			Amount
	150643209	06/26/2012	UNIFORM RENTAL SVC			$15.06
	150643210	06/26/2012	UNIFORM RENTAL SVC			$40.48
	150643211	06/26/2012	UNIFORM RENTAL SVC			$15.06
	150643213	06/26/2012	UNIFORM RENTAL SVC			$8.88
	150643214	06/26/2012	UNIFORM RENTAL SVC			$5.42
	150643215	06/26/2012	UNIFORM RENTAL SVC			$186.18
	150643216	06/26/2012	UNIFORM RENTAL SVC			$15.46
	150643212	06/26/2012	UNIFORM RENTAL SVC			$13.36
	150643219	06/26/2012	UNIFORM RENTAL SVC			$2.29
	150643205	06/26/2012	UNIFORM RENTAL SVC			$50.20
	150638719	06/19/2012	UNIFORM RENTAL SVC			$3.92
	150629881	06/05/2012	UNIFORM RENTAL SVC			$3.92
	150634332	06/12/2012	UNIFORM RENTAL SVC			$3.92
	150643206	06/26/2012	UNIFORM RENTAL SVC			$3.92
	150638730	06/19/2012	UNIFORM RENTAL SVC			$17.28
	150643208	06/26/2012	UNIFORM RENTAL SVC			$16.19
	150643207	06/26/2012	UNIFORM RENTAL SVC			$12.82
7008	07/16/2012			Accounts Payable	CITY OF MORENO VALLEY VEBA TRUST	$6,145.00
	Invoice	Date	Description			Amount
	120712	07/12/2012	EXEMPT VEBA			$6,145.00
7009	07/16/2012			Accounts Payable	DENNIS GRUBB & ASSOCIATES, LLC	$7,920.00
	Invoice	Date	Description			Amount
	1138	05/01/2012	FIRE INSPECTION SVCS			$7,920.00

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
7010	07/16/2012			Accounts Payable	E.R. BLOCK PLUMBING & HEATING, INC.	$2,621.40
	Invoice	Date	Description			Amount
	109788	06/27/2012	BACKFLOW REPAIRS-ZN D			$1,657.45
	109794	06/27/2012	BACKFLOW REPAIRS-ZN D			$963.95
7011	07/16/2012			Accounts Payable	FIRST CHOICE SERVICES	$410.02
	Invoice	Date	Description			Amount
	507273	06/25/2012	COFFEE SVCS-EMPLOYEE PAID			$121.91
	507276	06/25/2012	COFFEE SVCS-EMPLOYEE PAID			$93.78
	507277	06/25/2012	COFFEE SVCS-EMPLOYEE PAID			$60.15
	507275	06/25/2012	COFFEE SVCS-EMPLOYEE PAID			$134.18
7012	07/16/2012			Accounts Payable	PACIFIC GREEN HORTICULTURAL SVC	$600.00
	Invoice	Date	Description			Amount
	14090	06/07/2012	BEE CONTROL-PIGEON PASS RD			$125.00
	14091	06/07/2012	BEE CONTROL-CASA ENCANTADOR			$125.00
	14092	06/08/2012	BEE CONTROL-IRIS AVE			$125.00
	14120	06/27/2012	BEE CONTROL SVCS			$113.00
	14121	06/27/2012	BEE CONTROL SVCS			$112.00
7013	07/16/2012			Accounts Payable	POIEMA LANDSCAPE, INC.	$3,296.01
	Invoice	Date	Description			Amount
	1073	07/05/2012	LANDSCAPE MAINT-ZONE E-12			$2,131.00
	1074	07/05/2012	LANDSCAPE MAINT-ZONE S			$1,165.01
7014	07/16/2012			Accounts Payable	R & S OVERHEAD DOORS, INC.	$393.25
	Invoice	Date	Description			Amount
	02843	06/19/2012	TROUBLE SHOOT ROLL-UP DOOR PROBLEMS AT			$393.25

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Number	Check Date	Invoice Date	Description	Source	Payee Name		Transaction Amount
7015	07/16/2012			Accounts Payable	RALLY MANAGEMENT SERVICES, LLC		$719.28
	Invoice	Date	Description			Amount	
	19491	06/26/2012	TEMP STAFFING SVCS-R. HENDERSON			$719.28	
7016	07/16/2012			Accounts Payable	SECURITY LOCK & KEY		$224.70
	Invoice	Date	Description			Amount	
	25285	05/24/2012	LOCK REPAIRS FOR ERC			$97.50	
	25299	06/04/2012	DUPLICATE KEYS FOR TCC			$52.20	
	25275	05/17/2012	LOCK REPAIRS-RIDGE CREST PARK			$75.00	
7017	07/16/2012			Accounts Payable	SOCO GROUP, INC		$14,706.91
	Invoice	Date	Description			Amount	
	669629	06/20/2012	FUEL PURCHASE FOR CITY			$7,050.48	
	670137	06/27/2012	FUEL PURCHASE FOR CITY			$7,656.43	
7018	07/16/2012			Accounts Payable	SPRINT		$713.87
	Invoice	Date	Description			Amount	
	417544340-	06/20/2012	CELL PHONE SVC FOR PD GANG TASK FORCE			$70.07	
	634235346-	03/29/2012	CELL PHONE SVC FOR PD SET			$643.80	
7019	07/16/2012			Accounts Payable	STRICKLER ASSOCIATION, THE		$2,177.50
	Invoice	Date	Description			Amount	
	3700	07/01/2012	NEIGHBORHOOD STABILIZATION PGRM SVCS			$2,177.50	
7020	07/16/2012			Accounts Payable	TRUGREEN LANDCARE		$19,100.15
	Invoice	Date	Description			Amount	
	7334498	06/30/2012	LANDSCAPE MAINT-ZONE M			$5,532.72	
	7334499	06/30/2012	LANDSCAPE MAINT-ZONE DSG-1			$5,121.57	
	7334501	06/30/2012	LANDSCAPE MAINT-ZONE E-4 & E-4A			$8,445.86	

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
7021	07/16/2012			Accounts Payable	TURBOSCAPE, INC.	$6,424.80
	Invoice	Date	Description			Amount
	3425	06/27/2012	MULCH FOR CFD #1 PARKS INCL DELIVERY &			$6,424.80
7022	07/16/2012			Accounts Payable	UNITED ROTARY BRUSH CORP	$2,239.00
	Invoice	Date	Description			Amount
	271592	06/14/2012	BROOM KITS/RECONDITIONING FOR ST			$406.57
	271684	06/21/2012	BROOM KITS/RECONDITIONING FOR ST			$746.33
	271783	06/28/2012	BROOM KITS/RECONDITIONING FOR ST			$1,086.10
7023	07/16/2012			Accounts Payable	VISION SERVICE PLAN	$3,893.49
	Invoice	Date	Description			Amount
	120701	07/01/2012	EMPLOYEE VISION INSURANCE			$3,893.49
7024	07/16/2012			Accounts Payable	VOYAGER FLEET SYSTEM, INC.	$1,930.30
	Invoice	Date	Description			Amount
	86921161520	06/24/2012	CNG FUEL PURCHASES			$1,930.30
7025	07/17/2012			Accounts Payable	SA ASSOCIATES	$10,725.00
	Invoice	Date	Description			Amount
	69	07/05/2012	CONSULTANT STAFFING SVCS			$10,725.00
7026	07/17/2012			Accounts Payable	SHELL ENERGY NORTH AMERICA (US) L.P.	$629,977.60
	Invoice	Date	Description			Amount
	1116819	07/02/2012	ENERGY PURCHASE FOR MV UTILITY			$629,977.60
7027	07/17/2012			Accounts Payable	STANDARD & POOR'S RATINGS SERVICES	$10,500.00
	Invoice	Date	Description			Amount
	10295926	04/20/2012	ANALYTICAL SVCS FOR COPS SERIES 2012B			$10,500.00

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
7028	07/17/2012			Accounts Payable	VACATE PEST ELIMINATION COMPANY	$225.00
	Invoice	Date	Description			Amount
	24541	06/01/2012	RODENT CNTRL-AQUEDUCT BIKEWAY			$50.00
	24543	06/01/2012	RODENT CNTRL-ELECTR UTIL SUBST			$40.00
	24921	06/15/2012	RODENT CNTRL-AQUEDUCT BIKEWAY			$50.00
	24924	06/15/2012	RODENT CNTRL-ELECTR UTIL SUBST			$40.00
	24944	06/18/2012	PEST CNTRL-MARB ASES BLDG			$45.00
7030	07/09/2012			Accounts Payable	PERS HEALTH INSURANCE	$196,684.50
	Invoice	Date	Description			Amount
	W120701	07/06/2012	EMPLOYEE HEALTH INSURANCE			$196,684.50
7031	07/05/2012			Accounts Payable	U.S. BANK/CALCARDS	$270,319.53
	Invoice	Date	Description			Amount
	W120702	07/05/2012	CALCARD PAYMENT FOR CYCLE END 06/27/12			$270,319.53
7032	07/12/2012			Accounts Payable	MV RANCHO DORADO II LTD. PARTNERSHIP	$2,400,000.00
	Invoice	Date	Description			Amount
	W120703	07/12/2012	RANCHO DORADO SOUTH PROJECT PAYMENT			$2,400,000.00
7038	07/23/2012			Accounts Payable	ADLERHORST INTERNATIONAL INC.	$425.01
	Invoice	Date	Description			Amount
	16894	06/27/2012	K-9 TRAINING-PD SPCL ENF			$141.67
	16893	06/27/2012	K-9 TRAINING-PD SPCL ENF			$141.67
	16892	06/27/2012	K-9 TRAINING-PD SPCL ENF			$141.67
7039	07/23/2012			Accounts Payable	AEI-CASC ENGINEERING	$378.00
	Invoice	Date	Description			Amount
	0028280	05/31/2012	CONSULTANT SVCS-PWQMP			$378.00

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
7040	07/23/2012			Accounts Payable	BENESYST	$201.90
	Invoice	Date	Description			Amount
	0712146	07/02/2012	FLEX ADMINISTRATIVE SVCS			$201.90
7041	07/23/2012			Accounts Payable	CHANDLER ASSET MANAGEMENT, INC	$8,661.00
	Invoice	Date	Description			Amount
	11387	07/03/2012	FIXED INCOME INVESTMENT MGMT			$8,661.00
7042	07/23/2012			Accounts Payable	DATA TICKET, INC.	$2,153.83
	Invoice	Date	Description			Amount
	41587	06/13/2012	CITATION PROCESSING-POLICE			$2,153.83
7043	07/23/2012			Accounts Payable	E.R. BLOCK PLUMBING & HEATING, INC.	$160.00
	Invoice	Date	Description			Amount
	109673	06/27/2012	BACKFLOW DEVICE TESTS-ZONE M			$80.00
	109792	06/27/2012	BACKFLOW DEVICE TEST-PSB			$20.00
	109791	06/27/2012	BACKFLOW DEVICE TEST-FS#58			$20.00
	109790	06/27/2012	BACKFLOW DEVICE TEST-FS#65			$40.00

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
7044	07/23/2012			Accounts Payable	ENCO UTILITY SERVICES MORENO VALLEY LLC	$161,630.21
	Invoice	Date	Description			Amount
	40-275-01	06/07/2012	WORK AUTHORIZATION-PROF SVCS			$186.70
	40-272-02	06/07/2012	WORK AUTHORIZATION-PROF SVCS			$323.20
	40-268A-02	06/07/2012	WORK AUTHORIZATION-PROF SVCS			$25.31
	40-266-02	06/07/2012	WORK AUTHORIZATION-PROF SVCS			$233.38
	40-249B-07	06/07/2012	WORK AUTHORIZATION-PROF SVCS			$445.64
	40-263A-01	06/07/2012	WORK AUTHORIZATION-PROF SVCS			$1,622.72
	40-250B-08	06/07/2012	WORK AUTHORIZATION-PROF SVCS			$49.52
	40-249A-07	06/07/2012	WORK AUTHORIZATION-PROF SVCS			$101.22
	40-247A-03	06/07/2012	WORK AUTHORIZATION-PROF SVCS			$2,063.10
	40-243A-07	06/07/2012	WORK AUTHORIZATION-PROF SVCS			$37.96
	40-242A-03	06/07/2012	WORK AUTHORIZATION-PROF SVCS			$25.31
	0405-1-99R	06/12/2012	DISTRIBUTION CHARGES			$156,516.15
7045	07/23/2012			Accounts Payable	EVANS ENGRAVING & AWARDS	$141.32
	Invoice	Date	Description			Amount
	62812-26	06/28/2012	ENGRAVING/HANDCUFFS-POLICE			$125.00
	61412-7	06/14/2012	ENGRAVING/BRASS NAMEPLATES-POLICE			$16.32
7046	07/23/2012			Accounts Payable	FIRST CHOICE SERVICES	$167.52
	Invoice	Date	Description			Amount
	507262	06/25/2012	COFFEE SVCS-EMPLOYEE PAID			$31.38
	507264	06/25/2012	COFFEE SVCS-EMPLOYEE PAID			$136.14
7047	07/23/2012			Accounts Payable	GHANTIWALA, PRAVIN	$3,420.00
	Invoice	Date	Description			Amount
	13-12M	06/27/2012	ELECTRICAL ENGINEER SVCS-MVU			$3,420.00

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
7048	07/23/2012			Accounts Payable	GIBBS, GIDEN, LOCHER, TURNER & SENET LLP	$6,700.30
	Invoice	Date	Description			Amount
	215902-001	06/01/2012	LEGAL SVCS			$6,700.30
7049	07/23/2012			Accounts Payable	GUZMAN'S CART SERVICE	$4,049.00
	Invoice	Date	Description			Amount
	1118	06/30/2012	SHOPPING CART RETRIVAL SVC			$4,049.00
7050	07/23/2012			Accounts Payable	HILLCREST CONTRACTING, INC	$2,016.85
	Invoice	Date	Description			Amount
	PB 22014	06/19/2012	COTTONWOOD AVE IMPRVMNTS PROJECT			$2,016.85
7051	07/23/2012			Accounts Payable	HONDA YAMAHA OF REDLANDS	$3,099.68
	Invoice	Date	Description			Amount
	120282	06/26/2012	MOTORCYCLE MAINT/REPAIR & PARTS-PD			$2,491.55
	123212	06/28/2012	MOTORCYCLE MAINT/REPAIR &PARTS-PD			$608.13
7052	07/23/2012			Accounts Payable	INSIDE PLANTS, INC.	$320.00
	Invoice	Date	Description			Amount
	43554	06/25/2012	INDOOR PLANT MAINT-CRC			$320.00
7053	07/23/2012			Accounts Payable	J D H CONTRACTING	$7,702.60
	Invoice	Date	Description			Amount
	061212-01	06/12/2012	PSB-CH MONUMENT SIGNS EXTERIOR REPAIRS			$7,702.60
7054	07/23/2012			Accounts Payable	KDM MERIDIAN, INC.	$26,500.00
	Invoice	Date	Description			Amount
	3120	06/21/2012	CITYWIDE PEDESTRIAN ENHANCEMNTS/INDIAN-			$26,500.00

MV00176701

City of Moreno Valley

Payment Register

From Payment Date: 7/1/2012 - To Payment Date: 7/31/2012

Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
7055	07/23/2012			Accounts Payable	LOR GEOTECHNICAL GROUP, INC.	$378.80
	Invoice	Date	Description			Amount
	14276	07/02/2012	COMPACTION SVCS FOR CRC PATIO			$378.80
7056	07/23/2012			Accounts Payable	MARINA LANDSCAPE, INC	$5,733.34
	Invoice	Date	Description			Amount
	8216051200	05/31/2012	LANDSCAPE MAINT-ZONE E-1 & E-1A			$5,733.34
7057	07/23/2012			Accounts Payable	N P G CORPORATION	$18,089.00
	Invoice	Date	Description			Amount
	1110979	06/09/2012	INFIL CONCRETE PROJECT-CRC			$18,089.00
7058	07/23/2012			Accounts Payable	OVERLAND PACIFIC & CUTLER, INC.	$4,200.00
	Invoice	Date	Description			Amount
	1205114	06/13/2012	RIGHT OF WAY SVCS			$4,200.00
7059	07/23/2012			Accounts Payable	PACIFIC GREEN HORTICULTURAL SVC	$203.82
	Invoice	Date	Description			Amount
	14119	06/27/2012	TURF FERTILIZATION-ZONE E-7 & E-14			$101.91
	14052	06/10/2012	TURF FERTILIZATION-ZONE E-7 & E-14			$101.91
7060	07/23/2012			Accounts Payable	PAINTING BY ZEB BODE	$6,100.00
	Invoice	Date	Description			Amount
	061912	06/19/2012	PAINTING SVCS-ANIMAL SHLTR			$2,650.00
	061912	07/19/2012	PAINTING SVCS-ANIMAL SHLTR			$3,450.00

MV00176702

City of Moreno Valley

Payment Register

From Payment Date: 7/1/2012 - To Payment Date: 7/31/2012

Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
7061	07/23/2012			Accounts Payable	PARSONS TRANSPORTATION GROUP, INC.	$641,669.41
	Invoice	Date	Description			Amount
	1205A007	05/14/2012	SR-60/MORENO BEACH INTERCHANGE-PHASE 1			$146,571.21
	1205A008	05/25/2012	SR-60/NASON ST. OVERCROSSING PROJECT			$400,106.85
	1206A063	06/01/2012	SR-60/MORENO BEACH INTERCHANGE-PHASE 1			$75,759.11
	1206A064	06/01/2012	SR-60/NASON ST. OVERCROSSING PROJECT			$19,232.24
7062	07/23/2012			Accounts Payable	PEDLEY SQUARE VETERINARY CLINIC	$4,642.00
	Invoice	Date	Description			Amount
	JUN-12	07/01/2012	VETERINARY SVCS-ANIMAL SVCS			$4,642.00
7063	07/23/2012			Accounts Payable	RALLY MANAGEMENT SERVICES, LLC	$929.07
	Invoice	Date	Description			Amount
	19591	07/02/2012	TEMP STAFFING SVCS-R. HENDERSON			$929.07
7064	07/23/2012			Accounts Payable	STANLEY CONVERGENT SECURITY SOLUTNS,	$110.00
	Invoice	Date	Description			Amount
	9195287	05/06/2012	ALARM SYSTEM MONITORING SVCS-EOC			$110.00
7065	07/23/2012			Accounts Payable	STI, INC., TRUCKING & MATERIALS	$165,271.45
	Invoice	Date	Description			Amount
	11-901-7	06/27/2012	IRONWOOD AVE IMPRVMNTS PROJECT			$165,271.45
7066	07/23/2012			Accounts Payable	TR DESIGN GROUP, INC.	$226.58
	Invoice	Date	Description			Amount
	1586	06/01/2012	TRANSPORTATION MGMT CTR PROJECT SVCS			$226.58
7067	07/23/2012			Accounts Payable	URBAN LOGIC CONSULTANTS, INC	$3,310.00
	Invoice	Date	Description			Amount
	2012-167	06/22/2012	PEER REVIEW SVCS RELATED TO HARBOR			$3,310.00

MV00176703

City of Moreno Valley

Payment Register

From Payment Date: 7/1/2012 - To Payment Date: 7/31/2012

Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
7068	07/23/2012			Accounts Payable	WURM'S JANITORIAL SERVICES, INC.	$5,721.89
	Invoice	Date	Description			Amount
	21247	06/29/2012	JANITORIAL SVCS-CITY HALL			$4,588.23
	21248	06/29/2012	JANITORIAL SVCS-CITY YARD/TRANSP TRAILER			$445.30
	21250	06/29/2012	JANITORIAL SVCS-EOC			$688.36
7069	07/23/2012			Accounts Payable	WURM'S JANITORIAL SERVICES, INC.	$12,481.85
	Invoice	Date	Description			Amount
	21252	06/29/2012	JANITORIAL SVCS-ESA ANNEX			$735.73
	21253	06/29/2012	JANITORIAL SVCS-FACILITIES ANNEX			$124.29
	21254	06/29/2012	JANITORIAL SVCS-LIBRARY			$1,771.79
	21256	06/29/2012	JANITORIAL SVCS-PUB SAFETY BLDG			$5,564.25
	21260	06/29/2012	JANITORIAL SVCS-SENIOR CTR			$1,916.18
	21263	06/29/2012	JANITORIAL SVCS-TS ANNEX			$453.43
	21294	09/01/2011	JANITORIAL SVCS-SENIOR CTR			$1,916.18
7070	07/24/2012			Accounts Payable	NEW WORLD SYSTEMS, CORP	$119,680.00
	Invoice	Date	Description			Amount
	019462	05/15/2012	SW MAIN.(SSMA) 6/1/12-5/31/13			$119,680.00
7071	07/24/2012			Accounts Payable	SPRINT	$643.23
	Invoice	Date	Description			Amount
	634235346-	06/29/2012	CELL PHONE SVC FOR PD SET			$643.23
7072	07/30/2012			Accounts Payable	ADLERHORST INTERNATIONAL INC.	$404.06
	Invoice	Date	Description			Amount
	16858	06/01/2012	NARCOTIC DETECTION KIT-SET K-9 TEAM			$404.06

MV00176704

City of Moreno Valley

Payment Register

From Payment Date: 7/1/2012 - To Payment Date: 7/31/2012

Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
7073	07/30/2012			Accounts Payable	AMERICAN FORENSIC NURSES	$3,943.16
	Invoice	Date	Description			Amount
	61740	06/15/2012	BLOOD DRAW-POLICE			$41.08
	61739	06/15/2012	BLOOD DRAW-POLICE			$1,981.72
	61800	06/30/2012	BLOOD DRAWS-POLICE			$1,879.28
	61716	06/15/2012	BLOOD DRAWS-POLICE			$41.08
7074	07/30/2012			Accounts Payable	ARCHIVE MANAGEMENT SERVICE	$1,773.25
	Invoice	Date	Description			Amount
	0186488	06/23/2012	RECORDS OFFSITE STORAGE			$1,773.25
7075	07/30/2012			Accounts Payable	AXIS APPAREL	$2,762.28
	Invoice	Date	Description			Amount
	06262012	06/26/2012	YOUTH/ADULT UNIFORMS			$2,762.28
7076	07/30/2012			Accounts Payable	BEMUS LANDSCAPE, INC.	$11,472.39
	Invoice	Date	Description			Amount
	230436	06/25/2012	LANDSCAPE MAINT-ZONE E-3 & E-3A			$11,406.02
	231687	07/03/2012	LANDSCAPE MAINT PARTS-ZONE E-3			$66.37
7077	07/30/2012			Accounts Payable	BENESYST	$406.90
	Invoice	Date	Description			Amount
	0612286	06/02/2012	COBRA ADMIN SVC-HR			$205.00
	0612145	06/02/2012	FLEX ADMIN SVC-HR			$201.90
7078	07/30/2012			Accounts Payable	CITY OF MORENO VALLEY VEBA TRUST	$1,995.00
	Invoice	Date	Description			Amount
	120726	07/26/2012	EXEMPT VEBA			$1,995.00

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City of Moreno Valley

Payment Register

From Payment Date: 7/1/2012 - To Payment Date: 7/31/2012

Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
7079	07/30/2012			Accounts Payable	COMMUNITY ASSISTANCE PROGRAM - CAP	$3,785.02
	Invoice	Date	Description			Amount
	MAY-12	05/30/2012	CAP FOOD DISTRIBUTION PROGRAM			$2,625.74
	JUN-12	06/30/2012	CAP FOOD DISTRIBUTION PROGRAM			$1,159.28
7080	07/30/2012			Accounts Payable	E.R. BLOCK PLUMBING & HEATING, INC.	$240.00
	Invoice	Date	Description			Amount
	109676	06/27/2012	BACKFLOW DEVICE TESTS-ZONE D			$240.00
7081	07/30/2012			Accounts Payable	ENCO UTILITY SERVICES MORENO VALLEY LLC	$610.37
	Invoice	Date	Description			Amount
	40-255A-04	06/07/2012	WORK AUTHORIZATION-NASON BRIDGE			$50.61
	40-259A-04	06/07/2012	WORK AUTHORIZATION-EUCALYPTUS AVE ST.			$12.65
	40-254B-01	06/07/2012	WORK AUTHORIZATION-CACTUS AVE LIGHTS			$173.30
	40-264-04	06/07/2012	WORK AUTHORIZATION-ENGIN./DESIGN REVIEW			$323.20
	40-256B-02	06/07/2012	WORK AUTHORIZATION- INSTALLATION OF NEW			$50.61
7082	07/30/2012			Accounts Payable	EVANS ENGRAVING & AWARDS	$28.02
	Invoice	Date	Description			Amount
	62812-26A	06/27/2012	PLAQUE			$28.02
7083	07/30/2012			Accounts Payable	EXPRESS PIPE & SUPPLY, INC.	$9,498.19
	Invoice	Date	Description			Amount
	S4423514.001	06/20/2012	RESTROOM EQUIPMENT FOR PARKS ADA			$9,498.19
7084	07/30/2012			Accounts Payable	GIBBS, GIDEN, LOCHER, TURNER & SENET LLP	$9,439.11
	Invoice	Date	Description			Amount
	215902-005	06/01/2012	LEGAL SVCS			$2,643.61
	215902-002	06/01/2012	LEGAL SERVICES			$4,066.80
	215902-003	06/01/2012	LEGAL SERVICES			$110.50
	215902-004	06/01/2012	LEGAL SERVICES			$2,618.20

MV00176706

City of Moreno Valley

Payment Register

From Payment Date: 7/1/2012 - To Payment Date: 7/31/2012

Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
7085	07/30/2012			Accounts Payable	ICR DOORS	$394.51
	Invoice	Date	Description			Amount
	307	06/08/2012	EMERGENCY DOOR REPAIR-CITY YARD			$244.51
	309	06/08/2012	EMERGENCY DOOR REPAIR-STN 58			$150.00
7086	07/30/2012			Accounts Payable	INLAND EMPIRE PROPERTY SERVICE, INC	$10,508.00
	Invoice	Date	Description			Amount
	3098	06/08/2012	NUISANCE ABATEMENT SVC-CODE			$102.00
	3097	06/04/2012	NUISANCE ABATEMENT SVC-CODE			$8,000.00
	3096	05/30/2012	NUISANCE ABATEMENT SVC-CODE			$924.00
	3095	05/29/2012	NUISANCE ABATEMENT SVC-CODE			$1,482.00
7087	07/30/2012			Accounts Payable	JDEDGE SOFTWARE, LLC	$18,765.00
	Invoice	Date	Description			Amount
	266	07/16/2012	HR & PAYROLL DATA CONVERSION INTO NEW			$5,280.00
	267	07/30/2012	HR & PAYROLL DATA CONVERSION INTO NEW			$13,485.00
7088	07/30/2012			Accounts Payable	LEXISNEXIS PRACTICE MGMT.	$1,480.00
	Invoice	Date	Description			Amount
	1206083501	06/30/2012	LEGAL RESEARCH SVC			$1,480.00
7089	07/30/2012			Accounts Payable	LOR GEOTECHNICAL GROUP, INC.	$3,216.00
	Invoice	Date	Description			Amount
	14235	05/29/2012	PERRIS BLVD SB LANE TO SR-60 WB WIDENING			$2,656.00
	14290	07/02/2012	PERRIS BLVD SB LANE TO SR-60 WB WIDENING			$560.00
7090	07/30/2012			Accounts Payable	MATICH CORPORATION	$16,014.70
	Invoice	Date	Description			Amount
	155335	06/12/2012	ASPHALTIC MATERIALS			$16,014.70

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City of Moreno Valley

Payment Register

From Payment Date: 7/1/2012 - To Payment Date: 7/31/2012

Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
7091	07/30/2012			Accounts Payable	MEEKS, DANIEL	$60.00
	Invoice	Date	Description			Amount
	071512	07/15/2012	SPORTS OFFICIATING SVCS			$60.00
7092	07/30/2012			Accounts Payable	MISTRETTA, ARTHUR	$100.00
	Invoice	Date	Description			Amount
	070812	07/08/2012	SPORTS OFFICIATING SVCS			$60.00
	070912	07/08/2012	SPORTS OFFICIATING SVCS			$40.00
7093	07/30/2012			Accounts Payable	NOBLE AMERICAS ENERGY SOLUTIONS	$145,307.23
	Invoice	Date	Description			Amount
	12194000243	07/12/2012	PURCHASED POWER			$145,307.23
7094	07/30/2012			Accounts Payable	PARSONS TRANSPORTATION GROUP, INC.	$45,547.33
	Invoice	Date	Description			Amount
	1207A580	07/13/2012	SR-60/MORENO BEACH DR. INTERCHANGE-			$2,154.95
	1207A581	07/13/2012	SR-60/MORENO BEACH DR. INTERCHANGE-			$43,392.38
7095	07/30/2012			Accounts Payable	STK ARCHITECTURE, INC.	$30,527.83
	Invoice	Date	Description			Amount
	19499	06/02/2012	ANNEX #1 RE-DESIGN/RENOVATION PROJECT			$2,085.10
	19500	07/02/2012	ANNEX #1 RE-DESIGN/RENOVATION PROJECT			$408.32
	19501	07/02/2012	CITY HALL SECOND LEVEL FLOORING			$1,475.10
	19508	07/02/2012	MORRISON PARK FIRE STATION PROJECT SVCS			$26,559.31
7096	07/30/2012			Accounts Payable	TRUGREEN LANDCARE	$2,260.00
	Invoice	Date	Description			Amount
	7343547	06/28/2012	EMERGENCY TREE TRIMMING AT CELEBRATION			$1,960.00
	7343857	06/27/2012	EMERGENCY TREE TRIMMING AT SENIOR CTR			$300.00

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City of Moreno Valley

Payment Register

From Payment Date: 7/1/2012 - To Payment Date: 7/31/2012

Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
7097	07/30/2012			Accounts Payable	UNITED INSPECTION & TESTING INC	$5,980.50
	Invoice	Date	Description			Amount
	006036	07/03/2012	CITYWIDE SIDEWALKS & ACCESS RAMPS			$1,173.00
	006035	07/03/2012	CITYWIDE SIDEWALKS & ACCESS RAMPS			$3,554.50
	006034	07/03/2012	CITYWIDE SIDEWALKS & ACCESS RAMPS			$1,253.00
7098	07/30/2012			Accounts Payable	VA CONSULTING, INC.	$147.00
	Invoice	Date	Description			Amount
	30471	07/06/2012	AUTO MALL STREET IMPROVEMENTS PROJECT			$147.00
7099	07/30/2012			Accounts Payable	WURM'S JANITORIAL SERVICES, INC.	$112.82
	Invoice	Date	Description			Amount
	21257	06/29/2012	JANITORIAL SVCS-GANG TASK FORCE OFFICE			$112.82
7237	07/31/2012			Accounts Payable	INTERNAL REVENUE SERVICE	$2,000.00
	Invoice	Date	Description			Amount
	F120701	07/02/2012	DEPOSIT TO FEDERAL ACCOUNT			$2,000.00
7238	07/31/2012			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	$500.00
	Invoice	Date	Description			Amount
	S120701	07/02/2012	DEPOSIT TO STATE ACCOUNT			$500.00
7239	07/31/2012			Accounts Payable	PERS RETIREMENT	$213,310.76
	Invoice	Date	Description			Amount
	P120622	07/06/2012	PERS RETIREMENT			$213,310.76
7240	07/31/2012			Accounts Payable	STATE DISBURSEMENT UNIT	$2,466.25
	Invoice	Date	Description			Amount
	CS120628	07/12/2012	CHILD SUPPORT WITHHOLDING			$2,466.25

MV00176709

Payment Register

From Payment Date: 7/1/2012 - To Payment Date: 7/31/2012

Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
7241	07/31/2012			Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	$2,786.67
	Invoice	Date	Description			Amount
	DC457120712	07/13/2012	PST DEF COMP FOR FICA			$2,786.67
7242	07/31/2012			Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS CP	$25,728.46
	Invoice	Date	Description			Amount
	NW45712007	08/13/2012	DEF COMP 457 & 401(a)			$25,728.46
7243	07/31/2012			Accounts Payable	MORENO VALLEY CITY EMPLOYEES ASSOC.	$1,379.50
	Invoice	Date	Description			Amount
	M0120712	07/13/2012	MVCEA DUES			$1,379.50
7244	07/31/2012			Accounts Payable	ICMA RETIREMENT CORP	$8,575.01
	Invoice	Date	Description			Amount
	DC457120712	07/13/2012	DEF COMP 457			$8,575.01
7245	07/31/2012			Accounts Payable	INTERNAL REVENUE SERVICE	$134,842.43
	Invoice	Date	Description			Amount
	F120712	07/13/2012	FEDERAL INCOME TAX WITHHELD			$134,842.43
7246	07/31/2012			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	$34,635.24
	Invoice	Date	Description			Amount
	S120712	07/13/2012	STATE INCOME TAX WITHHELD			$34,635.24
7247	07/31/2012			Accounts Payable	PERS RETIREMENT	$212,946.18
	Invoice	Date	Description			Amount
	P120706	07/20/2012	PERS RETIREMENT			$212,946.18
7248	07/31/2012			Accounts Payable	STATE DISBURSEMENT UNIT	$2,548.20
	Invoice	Date	Description			Amount
	CS120726	07/26/2012	CHILD SUPPORT WITHHOLDING			$2,548.20

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City of Moreno Valley

Payment Register

From Payment Date: 7/1/2012 - To Payment Date: 7/31/2012

Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
7249	07/31/2012			Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	$3,052.92
	Invoice	Date	Description			Amount
	DC457120726	07/27/2012	PST DEF COMP FOR FICA			$3,052.92
7250	07/31/2012			Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS CP	$26,637.92
	Invoice	Date	Description			Amount
	NW45712007	07/27/2012	DEF COMP 457 & 401(a)			$26,637.92
7251	07/31/2012			Accounts Payable	MORENO VALLEY CITY EMPLOYEES ASSOC.	$1,368.50
	Invoice	Date	Description			Amount
	M0120726	07/27/2012	MVCEA DUES			$1,368.50
7252	07/31/2012			Accounts Payable	ICMA RETIREMENT CORP	$8,575.01
	Invoice	Date	Description			Amount
	DC457120726	07/27/2012	DEF COMP 457			$8,575.01
7253	07/31/2012			Accounts Payable	INTERNAL REVENUE SERVICE	$130,473.99
	Invoice	Date	Description			Amount
	F120726	07/27/2012	FEDERAL INCOME TAX WITHHELD			$130,473.99
7254	07/31/2012			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	$33,374.66
	Invoice	Date	Description			Amount
	S120726	07/27/2012	STATE INCOME TAX WITHHELD			$33,374.66
7255	07/31/2012			Accounts Payable	WELLS FARGO CORPORATE TRUST	$1,239,639.91
	Invoice	Date	Description			Amount
	W120704	07/25/2012	2007 TAX ALLOCATN BNDS, A SERIES DBT SVC			$1,239,639.91

MV00176711

City of Moreno Valley

Payment Register

From Payment Date: 7/1/2012 - To Payment Date: 7/31/2012

Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
7256	07/31/2012			Accounts Payable	STATE BOARD OF EQUALIZATION 1	$1,001.00

Invoice	Date	Description	Amount
063012	07/30/2012	SALES & USE TAX 4/1/12-6/30/12	$1,001.00

Type EFT Totals:	**113 Transactions**	**$7,235,561.45**

Grand Totals:

Checks		Count	Transaction Amount
	Total	**219**	**$6,752,229.90**

EFTs		Count	Transaction Amount
	Total	**113**	**$7,235,561.45**

All		Count	Transaction Amount
	Checks	**219**	**$6,752,229.90**
	EFTs	**113**	**$7,235,561.45**
	Total	**332**	**$13,987,791.35**

MV00176712

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer and Barry Foster, Community & Economic Development Director

AGENDA DATE: September 25, 2012

TITLE: PA06-0021 (PM 34577) – INDUSTRIAL – ACCEPT FINAL MAP, AGREEMENT AND IRREVOCABLE LETTERS OF CREDIT FOR PUBLIC IMPROVEMENTS

SOUTHEAST CORNER OF HEACOCK STREET AND CARDINAL AVENUE

DEVELOPER: I-215 LOGISTICS, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
3501 JAMBOREE ROAD, SUITE 230
NEWPORT BEACH, CA 92660

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve Parcel Map 34577, authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

2. Accept the Agreement and Irrevocable Letters of Credit for Public Improvements for PA06-0021(PM 34577).

3. Authorize the Mayor to execute the agreement.

4. Direct the City Clerk to forward the signed agreement to the County Recorder's office for recordation.

5. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

BACKGROUND

On January 11, 2007, the Planning Commission of the City of Moreno Valley approved Tentative Parcel Map No. 34577 (PA06-0021) along with Plot Plan (PA06-0022) for two industrial warehouse buildings. On November 28, 2011, Amended Plot Plan P11-090 (Building #1; 455,000 square feet) and Amended Plot Plan P11-091 (Building #2; 1,250,000 square feet) were approved by the Planning Director as amendments to the original plot plan. The parcel map is a proposal to subdivide 76.4 gross acres into two parcels. The project is bounded by Indian Street to the east, Heacock Street to the west, San Michelle Road to the south, and Cardinal Avenue to the north.

DISCUSSION

Final Map 34577 is in substantial conformance with the tentative parcel map, and the developer has requested that the map be approved for recordation. The Conditions of Approval for this project require that the developer provide surety for the required improvements.

The developer of this project has completed and submitted an Agreement for Public Improvements. The developer agrees to perform and complete all of the required street improvements within twenty-four (24) months of the date the agreement is executed. The street improvements include but are not limited to: asphalt concrete, curb, gutter, sidewalk, driveway approaches, wheelchair ramp, signage, traffic signal and traffic signal modifications, street lights, storm drain, water, and sewer. The City Engineer may execute any future amendments to the agreement, subject to City Attorney approval, if the required street improvements are not completed within said timeframe.

Accompanying the agreement is an Irrevocable Letters of Credit as Faithful Performance security in the amount of $5,365,000 and an Irrevocable Letter of Credit as Labor and Material security in the amount of $2,682,500 issued by Wells Fargo Bank.

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

NOTIFICATION

Publication of agenda.

ATTACHMENTS/EXHIBITS

Exhibit "A" – Vicinity Map
Exhibit "B" – Agreement for Public Improvements
Exhibit "C" – Irrevocable Letter of Credit as Faithful Performance Security
Exhibit "D" – Irrevocable Letter of Credit as Labor and Material Security

Prepared By
Liz Plazola
Senior Administrative Assist.

Department Head Approval
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E
Engineering Division Manager

Department Head Approval
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

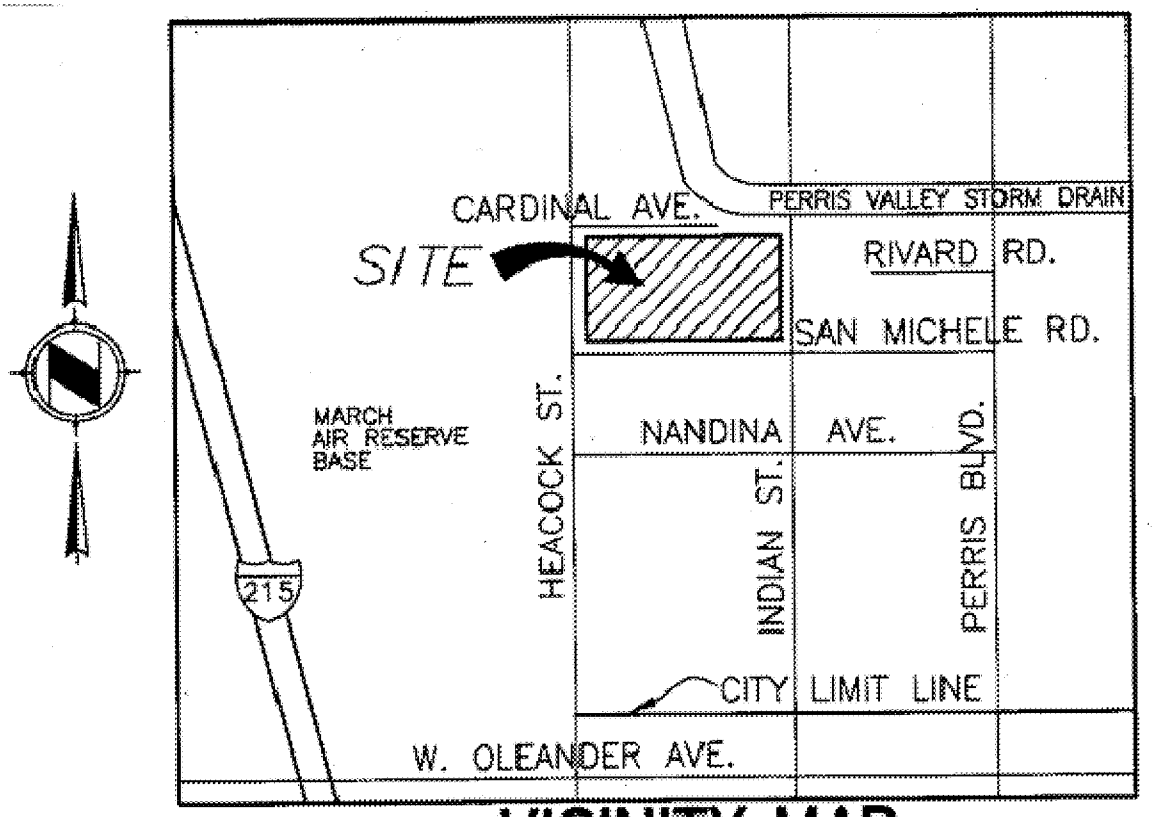

VICINITY MAP

NTS

CITY OF MORENO VALLEY COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT - LAND DEVELOPMENT **EXHIBIT "A"**	**PA06-0021** **(PM 34577)**

RECORDING REQUESTED BY:
City of Moreno Valley

WHEN RECORDED, RETURN TO:

CITY OF MORENO VALLEY
City Clerk
P. O. Box 88005
Moreno Valley, CA 92552-0805

No recording fee per Government Code, Section 6103

This space for Recorder's use only.

AGREEMENT FOR PUBLIC IMPROVEMENTS
FOR
PROJECT NO. PA06-0021 (PM 34577)

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and **I-215 Logistics, LLC A Delaware limited liability company**, herein after called Developer, on the date the City signs this agreement.

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **PA06-0021 (PM 34577)** agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **TWENTY-FOUR (24)** months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code.

Security to guarantee the performance of this agreement shall be in the following amounts:

Faithful Performance security shall be in the sum of **FIVE MILLION THREE HUNDRED SIXTY-FIVE THOUSAND AND NO/100** Dollars (*****$5,365,000.00*****). The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto.

Labor and Material security shall be in the sum of **TWO MILLION SIX HUNDRED EIGHTY-TWO THOUSAND FIVE HUNDRED AND NO/100** Dollars (*****$2,682,500.00*****). The estimated cost securing payment of labor and materials is fifty (50) percent of the total cost estimate of the improvements.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Developer further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

Exhibit "B"

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, his agents or employees, in the performance of the work, and all of said liabilities are assumed by Developer. Developer agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Developer, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

FOURTH: The Developer hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed the work within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. The Developer's obligation under this provision shall be secured by the bonds securing performance of this Agreement.

SIXTH: The Developer, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If the Developer, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Developer because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

EIGHTH: Developer agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Developer of the insufficiency of said bonds. Developer reserves the right to substitute the form of security in accordance with the City's Municipal Code at anytime during the term of this agreement, subject to approval by the City Engineer and City Attorney.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time **may** be granted by the City from time to time, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds, Developer further agrees to maintain the aforesaid bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City:
City Engineer
P.O. Box 88005
14177 Frederick
Moreno Valley, CA 92552-0805

Developer:
I-215 Logistics, LLC
A Delaware limited liability company
3501 Jamboree Road, Suite 230
Newport Beach, CA 92660

IN WITNESS WHEREOF Developer has affixed his name, address and seal.

Date approved by the City: _____

I-215 Logistics, LLC A Delaware limited liability company:
Developer

BY: _____
Signature

THOMAS A. BAK
Print/Type Name

Vice President
Title

BY: _____
Signature

David Nazeryk
Print/Type Name

VP
Title

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

By: _____
City Clerk

(SEAL)

CITY OF MORENO VALLEY

By: _____
Mayor

APPROVED AS TO FORM:
CITY ATTORNEY

Date: _____

By: _____
City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED IN QUADRUPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; PINK - DEVELOPER; GREEN - SURETY; BLUE - PROJECT FILE

ACKNOWLEDGMENT

State of California
County of Orange)

On August 23, 2012 before me, R. Flandez, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

R. FLANDEZ
Commission # 1916162
Notary Public - California
Orange County
My Comm. Expires Jan 6, 2015

ACKNOWLEDGMENT

State of California
County of Orange)

On August 23, 2012 before me, R. Flandez, Notary Public
(insert name and title of the officer)

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

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

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Signature _____ (Seal)

R. FLANDEZ
Commission # 1916162
Notary Public - California
Orange County
My Comm. Expires Jan 6, 2015

EXHIBIT "A"
ENGINEER'S ESTIMATE

CMJ

PROJECT: PA06-0021
PM 34577
Trammell Crow

DATE: 8/22/12
PREPARED BY: C. Jimenez

PUBLIC PAVEMENT SECTIONS

TYPE			QUANTITY UNIT	UNIT PRICE	TOTAL
Street Work - Non DIF Non TUMF					
Roadway Excavation			2440 C.Y.	29.00	70,760
A.B. Class II - Cardinal	1	Thickness (ft.)			
	39694	S.F.	2877 Ton	33.00	94,941
A.C. - Cardinal	0.5	Thickness (ft.)			
	39694	S.F.	1438 Ton	80.00	115,040
Roadway Excavation			0 C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)			
	0	S.F.	0 Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)			
	0	S.F.	0 Ton	80.00	0
Street Work - DIF					
Roadway Excavation			4000 C.Y.	29.00	116,000
A.B. Class II - San Michele	1	Thickness (ft.)			
	54879	S.F.	3978 Ton	33.00	131,274
A.C. - San Michele	0.5	Thickness (ft.)			
	54879	S.F.	1989 Ton	80.00	159,120
Roadway Excavation			930 C.Y.	29.00	26,970
A.B. Class II - Indian	0.75	Thickness (ft.)			
	13610	S.F.	740 Ton	33.00	24,420
A.C. - Indian	0.45	Thickness (ft.)			
	13610	S.F.	444 Ton	80.00	35,520
Roadway Excavation			0 C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)			
	0	S.F.	0 Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)			
	0	S.F.	0 Ton	80.00	0
Street Work - TUMF					
Roadway Excavation			3700 C.Y.	29.00	107,300
A.B. Class II - Heacock	1	Thickness (ft.)			
	65409	S.F.	4742 Ton	33.00	156,486
A.C. - Heacock	0.5	Thickness (ft.)			
	65409	S.F.	2371 Ton	80.00	189,680
Roadway Excavation			0 C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)			
	0	S.F.	0 Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)			
	0	S.F.	0 Ton	80.00	0
Roadway Excavation			0 C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)			
	0	S.F.	0 Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)			
	0	S.F.	0 Ton	80.00	0
				SUBTOTAL:	1,227,511

REGISTERED PROFESSIONAL ENGINEER
C047255
Exp 12/31/13
CIVIL
STATE OF CALIFORNIA

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: PA06-0021
PM 34577
Trammell Crow

PUBLIC STREET WORK

DATE: 8/22/12
PREPARED BY: C. Jimenez

CMJ

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Offsite Street Work				
Pavement				
Grind & Pave 0.15'	0	S.F.	3.25	0
A.C. Cap/Overlay	0	Ton	80.00	0
Slurry Seal (Based on $150/Ton Type II)	4450	S.Y.	2.25	10,013
Paving Fabric	0	S.Y.	1.20	0
Sawcut	3800	L.F.	3.00	11,400
Edge Taper AC Pavement	1720	S.F.	5.30	9,116
Trench Repaving	0	S.F.	12.00	0
A.C. Berm - 6"	0	L.F.	10.00	0
Remove Existing Barrier	20	L.F.	45.00	900
Adjust M.H. to Grade	11	EA.	800.00	8,800
Remove Existing Access Ramp	996	S.F.	4.00	3,984
Remove & Dispose Existing Pavement & Base	78739	S.F.	3.00	236,217
Remove Existing Cross Gutter	420	S.F.	4.00	1,680
Concrete				
P.C.C. Paving - 6"	0	S.F.	6.50	0
P.C.C. Paving - 8.5"	1575	S.F.	11.20	17,640
Curb and Gutter - 6"	0	L.F.	25.00	0
Curb and Gutter - 8"	4630	L.F.	30.00	138,900
Curb and Gutter - 6" (DIF Street Name)	0	L.F.	30.00	0
Curb and Gutter - 6" (TUMF Street Name)	0	L.F.	30.00	0
Cross Gutter and Spandrel	830	S.F.	10.25	8,508
Sidewalk	41320	S.F.	4.25	175,610
Sidewalk (DIF Street Name)	0	S.F.	7.00	0
Sidewalk (TUMF Street Name)	0	S.F.	7.00	0
Driveway Approach - 6"	0	S.F.	6.50	0
Driveway Approach - 8"	1290	S.F.	10.50	13,545
Wheelchair Ramp	4	EA.	2,600.00	10,400
Barricade	90	L.F.	100.00	9,000
Bus Bay	0	EA.	15,000.00	0
Miscellaneous				
Relocate Power Poles	0	EA.	30,000.00	0
Relocate Power Poles (DIF Street Name)	0	EA.	30,000.00	0
Erosion Control	0	AC	5,000.00	0
Relocate Existing Pullbox (City Specified Location)	11	EA.	250.00	2,750
				0
			SUBTOTAL	668,462
Traffic Improvements				
Traffic Striping (DIF Street)	0	L.S.	–	0
Street Name Sign	1	EA.	500.00	500
Stop Sign	0	EA.	200.00	0
Signs and Posts	0	EA.	200.00	0
Signs and Posts (DIF Street)	0	EA.	200.00	0
Street Sweeping Sign	0	EA.	200.00	0
Traffic Control	1	L.S.	10000	10,000
Traffic Control (DIF Street Name)	0	L.S.	10000	0
Type "F" Pavement Delineator @ 20' Along Taper	300	L.F.	25.00	7,500
			SUBTOTAL:	10,500
Bondable Street Work Only (not plan checked)				
Undergrounding of Utilities	1200	L.F.	198.00	237,600
Monuments	10	EA.	300.00	3,000
			SUBTOTAL:	240,600

REGISTERED PROFESSIONAL ENGINEER
C 047255
EXP 12/31/13
CIVIL
STATE OF CALIFORNIA

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: PA06-0021
PM 34577
Trammell Crow

PUBLIC STREET WORK (CONTINUED)

DATE: 8/22/12
PREPARED BY: C. Jimenez CMJ

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Special Districts				
Landscaping - Medians	0	S.F.	6.00	0
Landscaping - Parkways	0	S.F.	6.00	0
Street Lights (9500 lumen)	0	EA.	5,000.00	0
Street Lights (22000 lumen)	35	EA.	6,000.00	210,000
			SPECIAL DISTRICTS SUBTOTAL:	210,000
Moreno Valley Utilities				
Electrical Utility Infrastructure	1	L.S.	1,000,000.00	1,000,000
			MVU SUBTOTAL:	1,000,000
Water Quality Basin				
Landscaping	0	S.F.	6.00	0
Filtration Devices	0	EA	0	0
Access Ramp PCC	0	S.F.	0	0
Low-Flow Pipe System	0	L.F.	0	0
Headwalls	0	EA	0	0
Outlets	0	EA	0	0
Risers	0	EA	0	0
Forebay PCC	0	S.F.	0	0
Toe of slope protection PCC	0	S.F.	20.00	0
			WQB SUBTOTAL:	0
Transportation Engineering				
Traffic Signal New (Interconnect, Controller, Software, Initial Coordination,	1	EA.	272,000.00	272,000
Traffic Signal Modification	1	L.S.	100000	100,000
Traffic Signal Interconnect (Existing Signals Only)	1200	L.F.	30.00	36,000
			TRANSPORTATION SUBTOTAL:	408,000

REGISTERED PROFESSIONAL ENGINEER
C 047255
EXP 12/31/13
CIVIL
STATE OF CALIFORNIA

EXHIBIT "A"
ENGINEER'S ESTIMATE

DATE: 8/22/12
PREPARED BY: C. Jimenez CMJ

PROJECT: PA06-0021
PM 34577
Trammell Crow

PUBLIC STORM DRAIN SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipe				
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	1580	L.F.	160.00	252,800
24" Reinforced Concrete Pipe (DIF Street Name)	0	L.F.	160.00	0
30" Reinforced Concrete Pipe	0	L.F.	180.00	0
36" Reinforced Concrete Pipe	180	L.F.	190.00	34,200
39" Reinforced Concrete Pipe	0	L.F.	200.00	0
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
66" Reinforced Concrete Pipe	0	L.F.	375.00	0
72" Reinforced Concrete Pipe	0	L.F.	414.00	0
78" Reinforced Concrete Pipe	0	L.F.	459.00	0
84" Reinforced Concrete Pipe	0	L.F.	505.00	0
90" Reinforced Concrete Pipe	0	L.F.	557.00	0
96" Reinforced Concrete Pipe	0	L.F.	613.00	0
102" Reinforced Concrete Pipe	0	L.F.	671.00	0
108" Reinforced Concrete Pipe	0	L.F.	724.00	0
114" Reinforced Concrete Pipe	0	L.F.	785.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
60" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Reinforced Concrete Structure	0	C.Y.	600.00	0
8' X 10' Reinforced Concrete Box	0	C.Y.	1200.00	0
8' X 12' Reinforced Concrete Box	0	C.Y.	1400.00	0
2 - 72" Reinforced Concrete Pipe	0	L.F.	840.00	0
3 - 4' X 2' Reinforced Concrete Pipe	0	L.F.	461.00	0
	0		0.00	0
Manholes				
Manhole No. 1	4	EA.	5000.00	20,000
Manhole No. 2	0	EA.	7200.00	0
Manhole No. 3	0	EA.	8500.00	0
Manhole No. 4	0	EA.	10000.00	0
	0		0.00	0
Catch Basins				
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	7	EA.	5500.00	38,500
Catch Basin (10')	0	EA.	6000.00	0
Catch Basin (14')	0	EA.	8000.00	0
Catch Basin (21')	0	EA.	12500.00	0
Local Depressions	7	EA.	535.00	3,745
Catch Basin (3.5') (DIF Street Name)	0	EA.	3100.00	0
Catch Basin (7') (DIF Street Name)	0	EA.	5500.00	0
Catch Basin (10') DIF Street Name)	0	EA.	6000.00	0
Catch Basin (14') (DIF Street Name)	0	EA.	8000.00	0
Catch Basin (21') (DIF Street Name)	0	EA.	12500.00	0
Local Depressions (DIF Street Name)	0	EA.	535.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	0	EA.	2100.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Removal/Relocation- Catch Basin	0	EA.	5000.00	0
Grated Catch Basin	0	EA.	6000.00	0
Headwall	0	EA.	5500.00	0

REGISTERED PROFESSIONAL ENGINEER
C 047255
EXP 12/31/13
CIVIL
STATE OF CALIFORNIA

EXHIBIT "A"
ENGINEER'S ESTIMATE

DATE: 8/22/12
PREPARED BY: C. Jimenez CMJ

PROJECT: PA06-0021
PM 34577
Trammell Crow

PUBLIC STORM DRAIN SYSTEM (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Structures				
Transition Structure	1	EA.	5500.00	5,500
Junction Structure	8	EA.	6500.00	52,000
Type IX Inlet Structure	0	EA.	2500.00	0
Inlet Structure (drop)	0	EA.	4000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48")	0	EA.	3000.00	0
Headwall	0	EA.	6500.00	0
Concrete Collar (Grater than 48")	0	EA.	5000.00	0
Modified Junction Structure	0	EA.	15000.00	0
End Cap	3	EA.	1000.00	3,000
Drains				
Terrace Drain	0	S.F.	10.00	0
Down Drain	0	S.F.	10.00	0
Parkway Drain	0	EA.	3500.00	0
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	0	EA.	250.00	0
"V" Gutter	0	S.F.	10.00	0
	0		0	0
Miscellaneous				
Rip Rap	0	TON	60.00	0
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
Manhole Shaft	0		6000.00	0
Access Opening	0		15000	0
			SUBTOTAL:	409,745

REGISTERED PROFESSIONAL ENGINEER
C 047255
EXP 12/31/13
CIVIL
STATE OF CALIFORNIA

EXHIBIT "A"
ENGINEER'S ESTIMATE

PUBLIC WATER SYSTEMS

PROJECT: PA06-0021
PM 34577
Trammell Crow

DATE: 8/22/12
PREPARED BY: C. Jimenez CMJ

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Water System				
2" PVC Service Line Recyled Water System	109	L.F.	25.00	2,725
6" PVC C-900	33	L.F.	30.00	990
8" PVC C-900	240	L.F.	35.00	8,400
10" PVC C-900	0	L.F.	40.00	0
12" PVC C-900	1495	L.F.	60.00	89,700
16" PVC C-900	0	L.F.	90.00	0
18" PVC C-900	0	L.F.	135.00	0
20" PVC C-900	0	L.F.	180.00	0
8" PVC C-900 Recycled Water System	2863	L.F.	35	100,205
Valves - Water System				
4" Gate Valve	0	EA.	715.00	0
6" Gate Valve	0	EA.	830.00	0
8" Gate Valve Recycled Water System	4	EA.	1,340.00	5,360
10" Gate Valve	0	EA.	1,500.00	0
12" Gate Valve	4	EA.	2,300.00	9,200
16" Gate Valve	0	EA.	6,270.00	0
18" Gate Valve	0	EA.	14,300.00	0
4" Butterfly Valve	0	EA.	330.00	0
6" Butterfly Valve	0	EA.	520.00	0
8" Butterfly Valve	0	EA.	990.00	0
10" Butterfly Valve	0	EA.	1,200.00	0
12" Butterfly Valve	0	EA.	1,800.00	0
16" Butterfly Valve	0	EA.	2,700.00	0
18" Butterfly Valve	0	EA.	2,800.00	0
20" Butterfly Valve	0	EA.	4,200.00	0
24" Butterfly Valve	0	EA.	5,200.00	0
1" Air Vac Release	0	EA.	2,400.00	0
2" Air Vac Release	0	EA.	4,000.00	0
2" Backflow Preventor, Pad & Cover	0	EA.	4,300.00	0
4" Blow Off	0	EA.	3,500.00	0
6" Blow Off	0	EA.	4,000.00	0
	0		0.00	0
Fire Hydrants - Water System				
6" Standard Fire Hydrants	0	EA.	4,000.00	0
6" Super Fire Hydrants	11	EA.	4,500.00	49,500
	0		0.00	0
Services Connections				
1" Service	0	EA.	800.00	0
1" Service w/ 5/8" Service	0	EA.	2,000.00	0
1 1/2" Service	0	EA.	1,100.00	0
2" Service Recycled Water System	2	EA.	1,600.00	3,200
	0		0.00	0
Fittings - Water System				
Misc. Fittings 4"	0		120.00	0
Misc. Fittings 6"	0		160.00	0
Misc. Fittings 8" Recycled Water System	4		200.00	800
Misc. Fittings 10"	0		240.00	0
Misc. Fittings 12"	4		750.00	3,000
	0		0.00	0
Water Meters - Water System				
5/8" Meter	0		230.00	0
1" Meter	0		320.00	0
1 1/2" Meter	0		420.00	0
2" Meter	0		525.00	0
	0		0.00	0
Hot Tap Connections - Water System				
6" Hot Tap	0	EA.	1,750.00	0
8" Hot Tap	0	EA.	2,200.00	0
12" Hot Tap	4	EA.	3,150.00	12,600
Hot Tap Service Clamp	0	EA.	1,000.00	0
Water Service	0	EA.	330.00	0
	0		0.00	0

REGISTERED PROFESSIONAL ENGINEER
C 047255
EXP 12/31/13
CIVIL
STATE OF CALIFORNIA

MV00176727

CMJ

Miscellaneous - Water System			
Thrust Block	0 CY	150.00	0
Jack & Bore	0 L.F.	300.00	0
Joint at Existing 8"	0 EA.	650.00	0
Adjust Water Meter Box to Grade	0 EA.	235.00	0
	0	0.00	0
		SUBTOTAL:	285,680

REGISTERED PROFESSIONAL ENGINEER
C 047255
EXP 12/31/13
CIVIL
STATE OF CALIFORNIA

EXHIBIT "A"
ENGINEER'S ESTIMATE

PUBLIC SEWER SYSTEMS

PROJECT: PA06-0021
PM 34577
Trammell Crow

DATE: 8/22/12
PREPARED BY: C. Jimenez CMJ

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Sewer System				
4" V.C. Pipe	0	L.F.	25.00	0
6" V.C. Pipe	0	L.F.	40.00	0
8" V.C. Pipe	180	L.F.	55.00	9,900
10" V.C. Pipe	0	L.F.	60.00	0
12" V.C. Pipe	0	L.F.	70.00	0
15" V.C. Pipe	0	L.F.	80.00	0
18" V.C. Pipe	0	L.F.	160.00	0
21" V.C. Pipe	0	L.F.	180.00	0
24" V.C. Pipe	0	L.F.	195.00	0
27" V.C. Pipe	0	L.F.	215.00	0
30" V.C. Pipe	0	L.F.	235.00	0
33" V.C. Pipe	0	L.F.	280.00	0
36" V.C. Pipe	0	L.F.	300.00	0
4" SDR - 35	0	L.F.	25.00	0
6" SDR - 35	0	L.F.	30.00	0
8" SDR - 35	0	L.F.	35.00	0
10" SDR - 35	0	L.F.	45.00	0
12" SDR - 35	0	L.F.	54.00	0
15" SDR - 35	0	L.F.	90.00	0
Concrete Encasement	0	L.F.	20.00	0
	0		0.00	0
Cleans Outs - Sewer System				
Clean-outs	0	EA.	730.00	0
Clean Out Lateral	0	EA.	200.00	0
	0		0.00	0
Manholes - Sewer System				
Standard Manhole 48"	3	EA.	3,140.00	9,420
Standard Manhole 48" Extra Depth	0	EA.	3,500.00	0
Standard Manhole 60"	0	EA.	4,500.00	0
Shallow Manhole	0	EA.	3,300.00	0
Adjust Manhole to Grade	0	EA.	630.00	0
Tie Into Existing Manhole	0	EA.	2,100.00	0
Rechannel Existing Manhole	0	EA.	1,500.00	0
Join Existing 8" Pipe	0	EA.	1,500.00	0
Join Existing 12" Pipe	0	EA.	2,000.00	0
Pavement around MH	0	S.F.	14.00	0
	0		0.00	0
Miscelleneous - Sewer System				
Wyes	0	EA.	90.00	0
TV Sewer	0	L.F.	1.20	0
Trench Paving	200	S.F.	5.00	1,000
Pavement Replacement	0	S.F.	3.00	0
			SUBTOTAL:	20,320

REGISTERED PROFESSIONAL ENGINEER
C 047255
EXP 12/31/13
CIVIL
STATE OF CALIFORNIA

EXHIBIT "A"
ENGINEER'S ESTIMATE

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
BOND COMPUTATION SHEET

PROJECT: PA06-0021
PM 34577
Trammell Crow

DATE:
PREPARED BY: C. Jimenez

IMPROVEMENT TYPE:

PAVEMENT SECTION WORK	:	$1,227,511
OFFSITE STREET WORK	:	$558,462
SPECIAL DISTRICTS	:	$210,000
MORENO VALLEY UTILITIES	:	$1,000,000
WATER QUALITY BASIN	:	$0
TRANSPORTATION ENGINEERING	:	$408,000
STORM DRAIN SYSTEM	:	$409,745
WATER SYSTEM & RECYCLED	:	$285,680
SEWER SYSTEM	:	$20,320
TRAFFIC IMPROVEMENTS	:	$10,600
BONDABLE WORK (not plan checked)	:	$240,600
TOTAL COST (VALUE) OF IMPROVEMENTS:		$4,470,818
+20% CONTINGENCY:		$894,164
TOTAL WITH STANDARD CONTINGENCY:		$5,364,982

BOND AMOUNT: $5,365,000

REGISTERED PROFESSIONAL ENGINEER
STEVEN ELLIS
C 047255
EXP 12/31/13
CIVIL
STATE OF CALIFORNIA

WELLS FARGO

Wells Fargo Bank, N.A.
U.S. Trade Services
Standby Letters of Credit
MAC A0195-212
One Front Street, 21st Floor
San Francisco, California 94111
Phone: 1(800)798-2815 Option 1
E-Mail: sftrade@wellsfargo.com

IRREVOCABLE LETTER OF CREDIT AS FAITHFUL PERFORMANCE BOND

Irrevocable Letter of Credit No.IS0014770U

Project No. PA06-0021 (PM 34577)

Dated: SEPTEMBER 07, 2012

Public R/W
Improvements US $5,365,000.00

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

Re: Irrevocable Letter of Credit Delivered as Improvement Security Pursuant to California Government Code Sections 66499 et seq. and Regulations of the City of Moreno Valley

Gentlemen:

Wells Fargo Bank, N.A., a financial institution subject to regulation by the State of California and the United States Government, establishes and delivers to the City of Moreno Valley this irrevocable letter of credit in your favor for the account of I-215 Logistics, LLC A Delaware Limited Liability Company located at 3501 Jamboree Rd., Suite 230 Newport Beach, CA 92660 up to an aggregate sum of Five Million Three Hundred Sixty Five Thousand and No/100Dollars (US $5,365,000.00) as "Improvement Security" as required by Government Code Sections 66499 et seq. and Regulations of the City of Moreno Valley, for Project No. PA06-0021 (PM 34577).

All or any portion of the funds available pursuant to this irrevocable letter of credit will be paid upon the written demand of the City of Moreno Valley. The written demand need not present documentation of any type as a condition of payment, including proof of loss, but will be available by your draft at sight drawn on us and accompanied by your signed certification stating either that:

1. "I-215 Logistics, LLC A Delaware Limited Liability Company has not complied with the performance requirements as set forth in the agreements entered into with the City of Moreno Valley."

Exhibit "C"

Together we'll go far

WELLS FARGO

OR

2. "I-215 Logistics, LLC A Delaware Limited Liability Company has not maintained the offsite improvements as set forth in the agreements entered into with the City of Moreno Valley for the one year guarantee and warranty period provided, however, that the maximum amount which may be drawn under this subparagraph 2. shall be limited to 10% of the letter of credit.

This irrevocable letter of credit expires at the institution's counter on September 05, 2013; however, it is a condition of this letter of credit that it shall be deemed automatically extended without amendment for successive one year periods from the present and all future expiration dates thereof unless 60 days prior to any such date the institution shall notify the City in writing that the institution elects not to consider this letter of credit renewed for any such additional period.

Upon our sending you such notice of the non-extension of the expiration date of this Letter of Credit, you may also draw under this Letter of Credit, on or before the Final Expiration Date specified in such notice, by presentation of the following documents to us at our above address:

1. A draft drawn on us at sight marked "Drawn under Wells Fargo Bank, N.A. Standby Letter of Credit No. IS0014770U."

2. The original of this Standby Letter of Credit and any amendments thereto.

3. Your signed and dated statement worded as follows (with the instructions in brackets therein complied with):

The undersigned, an authorized representative of the beneficiary of Wells Fargo Bank, N. A. Letter of Credit No. IS0014770U, hereby certifies that it has received notification from Wells Fargo Bank, N.A. that this letter of credit will not be extended past its current expiration date. The undersigned further certifies that (i) as of the date of this statement, it has not received a letter of credit or other instrument acceptable to it as a replacement; and (ii) I-215 Logistics, LLC a Delaware Limited Liability Co. has not been released from its obligations."
I.L.O.C (FP) NO. IS0014770U

WELLS FARGO

When the work is completed to the satisfaction of the City, the City Engineer of the City of Moreno Valley will accept the work and thereupon the amount of the obligation of this security will be reduced by 90% with the remaining 10% will be held as security for a one year guarantee period and warranty period provided for in the agreements.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This Letter of Credit is Irrevocable.

Wells Fargo Bank, N.A.
(TYPE/PRINT - INSTITUTION)

By: Sharon Peace-Smoot

Sharon Peace-Smoot, AVP
(TYPE/PRINT – NAME & TITLE)

By: Angie Mendenhall

Angie Mendenhall, Operations Officer
(TYPE/PRINT – NAME & TITLE)

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF Forsyth; TO WIT:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 7th DAY OF September, 2012 BY NAME AND TITLE Sharon Peace-Smoot, AVP + Angie Mendenhall, Operations Officer.

(NOTARY PUBLIC)

OFFICIAL SEAL
Notary Public, North Carolina
COUNTY OF STOKES
LINDA A. HAMPTON
My Commission Expires 11-30-16

MY COMMISSION EXPIRES: 11-30-2016

Together we'll go far

WELLS FARGO

Wells Fargo Bank, N.A.
U.S. Trade Services
Standby Letters of Credit
MAC A0195-212
One Front Street, 21st Floor
San Francisco, California 94111
Phone: 1(800)798-2815 Option 1
E-Mail: sftrade@wellsfargo.com

IRREVOCABLE LETTER OF CREDIT AS FAITHFUL PERFORMANCE BOND

Irrevocable Letter of Credit No.IS0014767U

Project No. PA06-0021 (PM 34577)

Dated: SEPTEMBER 07, 2012

Public R/W
Improvements US $2,682,500.00

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

Re: Irrevocable Letter of Credit Delivered as Security for Labor and Materials Pursuant to Government Code Sections 66499 et seq. and Regulations of the City of Moreno Valley

Gentlemen:

Wells Fargo Bank, N.A., a financial institution subject to regulation by the State of California and the United States Government, establishes and delivers to the City of Moreno Valley this irrevocable letter of credit in your favor for the account of I-215 Logistics, LLC A Delaware Limited Liability Company located at 3501 Jamboree Rd., Suite 230 Newport Beach, CA 92660 up to an aggregate sum of Two Million Six Hundred Eighty Two Thousand Five Hundred and No/100Dollars (US $2,682,500.00) as "ISecurity for Labor and Materials" as required by Government Code Sections 66499 et seq. and Regulations of the City of Moreno Valley, for Project No. PA06-0021 (PM 34577).

All or any portion of the funds available pursuant to this irrevocable letter of credit will be paid upon the written demand of the City of Moreno Valley. The written demand need not present documentation of any type as a condition of payment, including proof of loss, but will be available by your draft at sight drawn on us and accompanied by your signed certification stating either that:

1. "I-215 Logistics, LLC A Delaware Limited Liability Company has not complied with the labor and material payment requirements as set forth in the agreements entered into with the City of Moreno Valley."

Exhibit "D"

Together we'll go far

WELLS FARGO

This irrevocable letter of credit expires at the institution's counter on September 05, 2013; however, it is a condition of this letter of credit that it shall be deemed automatically extended without amendment for successive one year periods from the present and all future expiration dates thereof unless 60 days prior to any such date the institution shall notify the City in writing that the institution elects not to consider this letter of credit renewed for any such additional period.

Upon our sending you such notice of the non-extension of the expiration date of this Letter of Credit, you may also draw under this Letter of Credit, on or before the Final Expiration Date specified in such notice, by presentation of the following documents to us at our above address:

1. A draft drawn on us at sight marked "Drawn under Wells Fargo Bank, N.A. Standby Letter of Credit No. IS0014767U."

2. The original of this Standby Letter of Credit and any amendments thereto.

3. Your signed and dated statement worded as follows (with the instructions in brackets therein complied with):

The undersigned, an authorized representative of the beneficiary of Wells Fargo Bank, N. A. Letter of Credit No. IS0014767U, hereby certifies that it has received notification from Wells Fargo Bank, N.A. that this letter of credit will not be extended past its current expiration date. The undersigned further certifies that (i) as of the date of this statement, it has not received a letter of credit or other instrument acceptable to it as a replacement; and (ii) I-215 Logistics, LLC a Delaware Limited Liability Co. has not been released from its obligations."

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney fees incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This Letter of Credit is Irrevocable.

Together we'll go far

WELLS FARGO

...C (FP) NO. IS0014767U
PROJECT NO. PA06-0021 (PM 34577)

Wells Fargo Bank, N.A.
(TYPE/PRINT - INSTITUTION)

By: Sharon Peace-Smoot

Sharon Peace-Smoot, AVP
(TYPE/PRINT – NAME & TITLE)

By: Angie Mendenhall

Angie Mendenhall, Operations officer
(TYPE/PRINT – NAME & TITLE)

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF Forsyth; TO WIT:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 7th DAY OF September, 2012 BY NAME AND TITLE Sharon Peace Smoot, AVP + Angie Mendenhall, Operations Officer

(NOTARY PUBLIC)

OFFICIAL SEAL
Notary Public, North Carolina
COUNTY OF STOKES
LINDA A. HAMPTON
My Commission Expires 11-30-16

MY COMMISSION EXPIRES: 11-30-2016

Together we'll go far

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: September 25, 2012

TITLE: FIRST AMENDMENT TO AGREEMENT WITH DMC DESIGN GROUP FOR MORENO TOWNSITE AREA STORM DRAIN AND MISCELLANEOUS STREET IMPROVEMENTS BETWEEN ALESSANDRO BOULEVARD AND DRAINAGE FACILITY LINE F - PROJECT NO. 801 0011 70 77 - 2001

RECOMMENDED ACTION

Staff recommends that the City Council

1. Approve the First Amendment to Agreement for Professional Consultant Services with DMC Design Group to revise and complete the design for the Moreno Townsite Area Storm Drain and Miscellaneous Street Improvements.

2. Authorize the City Manager or his designee to continue negotiating the cost proposal and then execute said Amendment to Agreement for Professional Consultant Services with DMC Design Group, subject to approval of the City Attorney.

3. Authorize an increase in the Purchase Order to DMC Design Group in the amount of up to but not to exceed $57,820 once the final cost negotiations are concluded and the amendment to agreement has been signed by all parties.

BACKGROUND

This project involves the design and construction of a storm drain system in Redlands Boulevard south of Alessandro Boulevard to mitigate flooding within the Moreno Townsite Area. The project also includes miscellaneous street improvements associated with construction of the storm drain.

On February 8, 2011, the City Council accepted the initial Hazard Mitigation Grant Program (HMGP) funds in the amount of $1,178,000 from the Federal Emergency Management Agency (FEMA).

On April 26, 2011, the City Council approved an agreement with DMC Design Group (DMC) to provide design services, various environmental technical studies, and right-of-way engineering support for the project, as well as accepted additional HMGP funds in the amount of $322,000 from FEMA.

On January 10, 2012, the City Council adopted a Mitigated Negative Declaration (MND) for this project with mitigation measures to be included in the project's specifications to reduce all potential environmental impacts related to the project's construction phase to an acceptable level.

DISCUSSION

A portion of the proposed storm drain system was originally proposed to be designed and constructed in the middle of the Moreno Townsite Area, from Alessandro Boulevard to Campbell Avenue. With this alignment, the proposed storm drain would be in the same location of the existing low laying drainage swale called the Russell's Ditch that runs north-south through side yards of ten private properties in the neighborhood. Construction of these storm drain improvements necessitated the acquisition of storm drain easements from ten property owners.

Staff tried in earnest to acquire the required storm drain easements but was not able to obtain the easements necessary for construction and maintenance of the storm drain due to various property owners' concerns. In addition, because the storm drain easements cross private properties, there are existing improvements and obstructions within the proposed easements that will prevent Riverside County Flood Control and Water Conservation District (District) from accepting and maintaining the storm drain when construction is completed. In order to keep the project moving forward, the design needs to be modified to change a portion of the storm drain alignment.

DMC, with the District's concurrence, proposes to revise the design so that the storm drain mainline would be installed in Redlands Boulevard with laterals extending into Alessandro Boulevard, Kimberly Avenue, Maltby Avenue, and Campbell Avenue to convey storm water from the low lying areas. DMC proposes a not-to-exceed cost of $57,820 to complete additional design survey, hydrology and hydraulic studies, utility conflict investigations, coordination with the District, plans and bid documents for advertising for constructions bids. However, as this time, the Public Works Director/City Engineer as the City Manager's designee continues to negotiate the cost proposal with DMC.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. Because FEMA grant funds are involved, the project must continue in an expeditious manner. *This alternative will allow for the project to keep its design momentum necessary for the construction of much needed storm drain and street improvements within the Moreno Townsite Area.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay much needed storm drain and street improvements within the Moreno Townsite Area and may significantly affect the disposition of the FEMA grant funds.*

FISCAL IMPACT

This project is included in Fiscal Year 2012-2013 Capital Improvements Project Budget and financed by FEMA-HMGP Grant Funds and Measure "A" as local match funds. There is no impact to the General Fund.

BUDGETED FUNDS FOR THE PROJECT:
Street Improvement Program (Account No. 2001-70-77-80001 801 0011 70 77) $1,694, 953

ESTIMATED PROJECT COSTS:

Design Cost*	$ 40,000
Additional Design Cost	$ 58,000
Construction	$1,450,000
Construction Geotechnical Services and Survey Services	$ 60,000
Project Management, Administration and Inspection	$ 60,000
Total	$1,668,000

**Balance of previous funding authorization*

ANTICIPATED PROJECT SCHEDULE

Design Complete	March 2013
Advertise and Award Construction Contract	April 2013
Construction Complete	November 2013

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Staff recommends approval of the First Amendment to Agreement for Professional Consultant Services and an increase to the purchase order with DMC Design Group up to $57,820 for completion of the design for the Moreno Townsite Area Storm Drain and Miscellaneous Street Improvements project. These improvements will help to mitigate the flooding for this area.

ATTACHMENTS

Attachment "A" – Location Map
Attachment "B" – First Amendment to Agreement for Professional Consultant Services

Prepared By:
Quang Nguyen
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Asst. City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

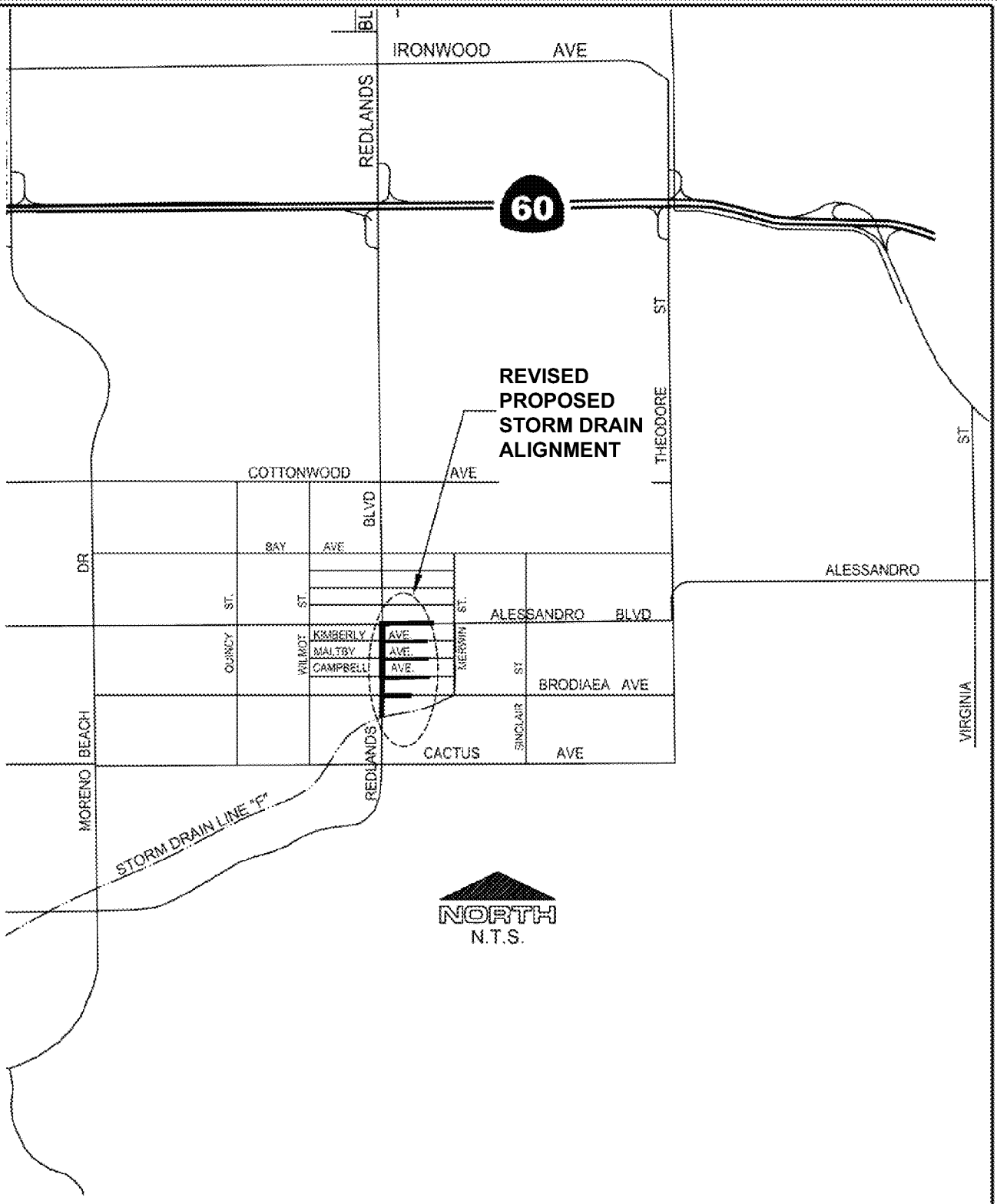

LOCATION MAP

Public Works Department
Capital Projects Division

MORENO TOWNSITE AREA STORM DRAIN AND MISCELLANEOUS STREET IMPROVEMENTS

ATTACHMENT "A"

PROJECT NO. 801 0011 70 77-2001

MV00176742

Exhibit "A"

FIRST AMENDMENT TO AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES PROJECT NO. 801 0011 70 77-2001

This First Amendment to Agreement is by and between the City of Moreno Valley, a municipal corporation, hereinafter referred to as "City," and DMC Design Group, Inc., a California corporation, hereinafter referred to as "Consultant." This First Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "Agreement for Design Professional Consultant Services," hereinafter referred to as "Agreement," dated May 19, 2011.

Whereas, the Consultant is providing consultant design services for Moreno Townsite Area Storm Drain and Miscellaneous Street Improvements between Alessandro Boulevard and Drainage Facility Line F.

Whereas, it is desirable to amend the Agreement to expand the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this First Amendment.

Whereas, the Consultant has submitted a Proposal dated September 10, 2012, for expansion of the scope of work to be performed. A copy of said Proposal is attached as "Exhibit A -- First Amendment" and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT

1.1 The Agreement termination date is extended from May 31, 2013 to May 31, 2014, unless the termination date is further extended by an Amendment to the Agreement.

AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0011 70 77-2001

1.2 Exhibit "B" to the Agreement is hereby amended by adding to the scope of work section described in "Exhibit A – First Amendment," entitled "Proposed for Additional Professional Design Consultant Services for the Realignment of Storm Drain Improvements in the Moreno Townsite Area between Alessandro Boulevard and Drainage Facility Line F."

1.3 Exhibit "D" to the Agreement is hereby further amended by adding to the cost proposal in the amount of $57,820 as described in said "Exhibit A -- First Amendment."

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $57,820, in consideration of the Consultant's performance of the work set forth in "Exhibit A -- First Amendment."

1.5 The total "Not to Exceed" fee for this contract is $229,836 ($172,016 for the original Agreement plus $57,820 for the First Amendment to Agreement).

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0011 70 77-2001

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
City Manager

_____
Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

DMC Design Group, Inc.

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

Attachments: "Exhibit A – First Amendment"

DMC Design Group, Inc.
Maple Centre
140 N. Maple St., Suite 104
Corona, CA 92880

(951) 549-8100 Fax (951) 549-8102

DMC DESIGN GROUP

Exhibit "A" First Amendment

September 11, 2012

Quang Nguyen, P.E.—Senior Engineer
City of Moreno Valley
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805

RE Proposal for Additional Professional Design Consultant Services for the Realignment of Storm Drain Improvements in the Moreno Townsite Area between Alessandro Boulevard and Drainage Facility Line F (Project No. 11-12566730)

Dear Mr. Nguyen:

On August 27, 2012, revised storm drain alignment/conceptual plan for proposed drainage improvements in the Moreno Townsite Area were submitted to the City and Riverside County Flood Control and Water Conservation District. The revised alignment was required to avoid the acquisition of permanent drainage easements for the box culvert structure through properties within the Moreno Townsite community. To comply with this new alignment, it will be necessary to revise construction plans, specifications and estimates completed to date before proceeding to preparation of final bid ready construction documents.

Based upon the August 27, 2012 alignment plan submitted to the City/RCFC, DMC estimates the following effort will be required to revise the existing plans, specifications and estimates:

• **Task 3 Topographic Survey** 16 hrs @ $200/hr (2 man survey team) + 4 hrs @ $115/hr (Survey Manager)	**$3,660**
• **Task 4 Base Map** 16 hrs @ $90/hr (CAD Op)	**$1,440**
• **Task 5 Utility Coordination** 20 Utility Pot Holes @ $1,100/pothole + 16 hrs @ $90/hr (CAD Operator)	**$23,440**
• **Task 6 Right of Way Support** 16 hrs @ $90/hr (CAD Operator)	**$1,440**
• **Task 9.02 Special Studies** (Drainage) 24 hrs @ $110/hr (Design Engineer)	**$2,640**
• **Task 10 PS&E** 160 hrs @ $90/hr (CAD Op.) + 24 hrs @ $110 (Design Engr.) + 4 hrs @ $130/hr (Proj. Engr.)	**$17,560**
• **Task 11 Coordination W/RCFC** 12 hrs @ $110/hr (Design Engr.)	**$1,320**
Total Additional Costs to Current Contract	**$51,500**

The additional costs outlined above are to revise existing plans to complete level based upon the new alignment. DMC will immediately begin this work once it receives written authorization to proceed from the City.

Should you have any questions or concerns, do not hesitate to contact me.

Sincerely,
DMC Design Group, Inc.

David M. Cosper, P.E., Q.S.D.
Principal Engineer

MV00176747

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Abdul Ahmad, Fire Chief
Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: September 25, 2012

TITLE: AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO GLOBAL POWER GROUP, INC. FOR THE EMERGENCY OPERATIONS CENTER FAMILY CARE CENTER GENERATOR PROJECT – PROJECT NO. 803 0016 70 77

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract to Global Power Group, Inc. (GPG), 12060 Woodside Avenue, Lakeside, CA 92040, the lowest responsible bidder, for Emergency Operations Center Family Care Center Generator project.

2. Authorize the City Manager to execute a contract with GPG.

3. Authorize the issuance of a Purchase Order for $386,811.70 ($351,647.00 bid plus 10% contingency of $35,164.70) to GPG when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with GPG, up to but not to exceed the Purchase Order's total contingency amount of $35,164.70, subject to the approval of the City Attorney.

5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines that all contract requirements and punch-list items are completed by GPG, accept the improvements into the City's maintained system, and release the retention to Contractor if no claims have been filed against the project.

BACKGROUND

On December 14, 2010, City Council authorized the acceptance of the FY 2010 Emergency Operations Center (EOC) Grant in the amount of $400,000. City Council also approved the expenditure of the FY 2010 EOC Grant for the Generator Project, EOC Workstation/Peripheral Project, GIS Equipment Project, Traffic Management Display Wall Project, and WebEOC/Security Display Project. The portion of the grant awarded for the EOC Family Care Center Generator project expenditure is $229,600. The City's Conference and Recreation Center (CRC) is designated as the EOC Family Care Center.

On June 6, 2011, the City retained TMAD Taylor & Gaines (TTG) to provide Professional Consultant Services for the EOC Family Care Center Emergency Generator Analysis and Study.

At the September 26, 2011 Public Safety Subcommittee meeting, the Subcommittee recommended proceeding with constructing a new Emergency Generator for the EOC Family Care Center. Due to budget constraints, the Subcommittee also recommended upgrading the fuel tank at the existing generator as an additive alternate bid item subject to availability in funding. Staff was directed to bring this issue forward to the City Council for approval.

On October 25, 2011, City Council authorized the design of a new Emergency Generator for the EOC Family Care Center per the "Analysis and Study for the Existing and Proposed Generator for Civic Center Buildings" that was prepared by TTG. The City Council also authorized the upgrade of the fuel tank at the existing generator as an additive alternate bid item subject to the availability in funding.

On July 10, 2012, City Council authorized the equipment purchase from Johnson Power Systems for the 700 kw generator set and 5,000 gallon fuel tank at the EOC Family Care Center and the purchase of a new 5,000 gallon fuel tank for the existing generator at City Hall contingent upon available funding. City Council also authorized the appropriation of the savings in the amount of $458,000 from the 2005 Lease Revenue Bond Fund 3401 (previously Fund 501) for the Public Safety Building Conversion project to the EOC Family Care Center Generator.

The Planning Division has determined that this project qualifies for a Class 2 Categorical Exemption as defined in Section 15302 of the California Environmental Quality Act (CEQA) Guidelines.

DISCUSSION

On August 1, 2012, the Notice Inviting Bids was issued for the construction of the EOC Family Care Center Generator project which consists of the construction and installation of a new 700kW generator and accompanying 5,000 gallon fuel tank at the EOC Family

Care Center with an additive alternate bid for the installation of the 5,000 gallon fuel tank at the existing generator located at City Hall.

Formal bidding procedures were followed in conformance with the Public Contract Code. The City Clerk opened bids at 2:00 p.m. on September 11, 2012. Two (2) bids were received as follows:

		Total Bid Amounts
1.	Global Power Group, Inc., Imperial, CA	$ 351,647
2.	Dalke & Sons Construction, Inc.	$ 598,160

The lowest responsible bidder was determined by the bid amount as stipulated in the bidding documents. Staff reviewed the GPG's bid and finds GPG to be the lowest responsible bidder in possession of a valid license and bid bond. No material issues were identified through review of references submitted by GPG in their bid.

The contract duration is one hundred & ten (110) working days, after the date of commencement specified in the Notice to Proceed to Fulfill Preconstruction Requirements. The timeframe includes pre-construction contractor submittals and permits, and actual construction. The base bid includes the demolition of the existing structure, construction of the new enclosure, and installation of the new 700 KW generator and 5,000 gallon diesel fuel tank, fuel day tank, and re-circulating pump system at the EOC Family Care Center. Additive Alternate "A" includes the demolition of the existing trash enclosure, construction of the new structure, and the installation of a 5,000 gallon fuel tank at the existing generator at City Hall. This new tank will bring the existing generator into compliance with the National Fire Prevention Association (NFPA) code 110-5.1.2 which requires adequate fuel capacity to run the generator for 96 hours. A new trash enclosure will also be constructed. Staff recommends authorizing both the Base Bid and Additive Alternate "A".

ALTERNATIVES

1. Authorize the recommended actions as presented in this staff report. *This alternative would facilitate the construction of needed EOC Family Care Center generator facilities, and upgrade the fuel tank to meet National Fire Prevention Association (NFPA) code.*

2. Do not authorize the recommended actions as presented in this staff report. *This alternative would delay the construction of needed facilities and delay the upgrade the fuel tank to meet National Fire Prevention Association (NFPA) code.*

FISCAL IMPACT

This project is funded in part with FY 2010 Emergency Operations Center Grant Fund (Fund 2511) and 2005 Lease Revenue Bond (Fund 3401) monies resulting in total available funding of $826,000.

There is no impact to the General Fund.

Fiscal Year 2012 / 2013 Available Budget:

EOC Grant Funds – Operating Budget	
(Account No. 2511-40-47-80003 803 0016 70 77)	$179,000
2005 Lease Revenue Bond	
(Account No. 3401-70-77-80003 803 0016 70 77)	$647,000
Total Available Budget	**$826,000**

ESTIMATED DESIGN AND CONSTRUCTION RELATED COSTS:

Project Design	$59,000
Generator System Cost at the EOC Family Care Center	$246,000
Upgrade Fuel Tank Cost at City Hall	$74,000
Construction Contract (with 10% contingency)	**$387,000**
Construction Administration *	$60,000
Total Estimated Design and Construction Related Costs	**$826,000**

* Public Works and consultant staff will provide Project Management and Construction Administration.

ANTICIPATED PROJECT SCHEDULE:

Start Construction	November 2012
End Construction	May 2013
Generator Commission	May 2013

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This construction project will install a new 700kW generator with an above-ground 5,000 gallon tank dedicated to EOC Family Care Center as the base bid and the new 5,000 gallon fuel tank next to the existing generator at City Hall as additive alternate bid. Staff recommends awarding a contract to GPG to construct these improvements.

NOTIFICATION

Adequate advance notification will be provided to all affected building tenants, all emergency response services, the public utilizing the services within the Emergency Operations Center Family Care Center and City Hall, Waste Management of the Inland Empire, and other interested parties, as required.

ATTACHMENTS

Attachment "A" – Agreement with Global Power Group, Inc.

Prepared By:
Henry Ngo
Senior Engineer, P.E,

Concurred By:
LeAnn Coletta, CEM
Office of Emergency Management and
Volunteer Services Program Manager

Concurred By:
Prem Kumar, P.E.,
Deputy Public Works Director / Assistant City Engineer

Department Head Concurrence:
Ahmad R. Ansari, P.E.
Public Works Director / City Engineer

Department Head Approval:
Abdul Ahmad
Fire Chief

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Agreement No._____

AGREEMENT

PROJECT NO. 803 0016 70 77
CITY OF MORENO VALLEY
EOC FAMILY CARE CENTER GENERATOR PROJECT

THIS Agreement, effective as of the date signed by the City of Moreno by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Global Power Group, Inc.**, hereinafter called the "Contractor."

That the City and the Contractor for the consideration hereinafter named, agree as follows:

1. **CONTRACT DOCUMENTS**. The Contract Documents consist of the following, which are incorporated herein by this reference:

A. Governmental approvals, including, but not limited to, permits required for the Work
B. Any and all Contract Change Orders issued after execution of this Agreement
C. This Agreement
D. Addenda Nos. 1 and 2 inclusive, issued prior to the opening of the Bids
E. City Special Provisions, including the General Provisions and Technical Provisions
F. Standard Specifications for Public Works Construction ("Greenbook") – latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
G. Reference Specifications/Reference Documents
H. Project Plans
I. City Standard Plans
J. The bound Bidding Documents
K. Contractor's Certificates of Insurance and Additional Insured Endorsements
L. Contractor's Bidder's Proposal and Subcontractor Listing

In the event of conflict between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the above order of precedence.

2. **REFERENCE DOCUMENTS**. The following Reference Documents are not considered Contract Documents and were provided to the Contractor for informational purposes:

A. None

3. **SCOPE OF WORK**. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work described in the Contract Documents, except as otherwise provided in the Plans, Standard Specifications, or City Special Provisions to be the responsibility of others.

4. PAYMENT.

4.1. **Contract Price and Basis for Payment**. In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Alternate Bid Items, if any, set forth the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Base Bid Items and Alternate Bid Items, if any, awarded by the City is Three Hundred Fifty One Thousand Six Hundred Forty Seven and 00/100 Dollars ($351,647.00) ("Contract Price"). It is understood and agreed that the quantities set forth in the Bidder's Proposal for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder's Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the City Engineer.

4.2. **Payment Procedures**. Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Article 9 of the Standard Specifications, as modified by Article 9 of the City Special Provisions.

5. CONTRACT TIME.

A. **Initial Notice to Proceed.** After the Agreement has been fully executed by the Contractor and the City, the City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements constitutes the date of commencement of the Contract Time of One Hundred and Ten **(110) Working Days**. The Contract Time includes the time necessary to fulfill preconstruction requirements, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction shall further specify that Contractor must complete the preconstruction requirements within Twenty **(20) Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

Critical preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of critical required submittals/ deferred submittals
- Obtaining Building Permit and other Deferred Permits
- Obtaining a Temporary Use Permit for a construction yard
- Notifying all agencies, utilities, residents, etc., as outlined in the Bidding Documents
- Completion of all pre-construction activities.

If the City's issuance of a Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials is delayed due to Contractor's failure to return the fully executed Agreement and insurance and bond documents within ten (10) Working Days after Contract award, then Contractor agrees to the deduction of one (1) Working Day from the number of days to complete the Project for every Working Day of delay in the City's receipt of said documents. This right is in addition to and does not affect the City's right to demand forfeiture of Contractor's Bid Security of Contractor persistently delays in providing the required documentation.

B. **Notice to Proceed with Construction.** After all preconstruction requirements are met in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements, the City shall

issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

6. LIQUIDATED DAMAGES

6.1. **Liquidated Damages.** The Contractor and City (collectively, the "Parties") have agreed to liquidate damages with respect to Contractor's failure to fulfill the preconstruction requirements, and/or failure to complete the Work within the Contract Time. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85. Contractor acknowledges and agrees that the liquidated damages are intended to compensate the City solely for Contractor's failure to meet the deadline for completion of the Work and will not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

In the event that Contractor fails to fulfill the preconstruction requirements and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the City **$500.00 per Calendar day** that completion of the Work is delayed beyond the Contract Time, as adjusted by Contract Change Orders. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

The Contractor and City acknowledge and agree that the foregoing liquidated damages have been set based on an evaluation of damages that the City will incur in the event of late completion of the Work. The Contractor and City acknowledge and agree that the amount of such damages are impossible to ascertain as of the date of execution hereof and have agreed to such liquidated damages to fix the City's damages and to avoid later disputes. It is understood and agreed by Contractor that liquidated damages payable pursuant to this Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the date of execution of this Agreement.

It is further mutually agreed that the City will have the right to deduct liquidated damages against progress payments or retainage and that the City will issue a Change Order or Construction Change Directive and reduce the Contract Price accordingly. In the event the remaining unpaid Contract Price is insufficient to cover the full amount of liquidated damages, Contractor shall pay the difference to the City.

6.2. **Owner is Exempt from Liability for Early Completion Delay Damages**. While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the Owner is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever, including but not limited to, delay cause by Owner or other Excusable Compensable Delay. See Section 6-6 of the Standard Specifications and City Special Provisions regarding compensation for delays.

7. INSURANCE.

7.1. **General**. The Contractor shall procure and maintain at its sole expense and throughout the term of this Agreement, any extension thereof, Commercial General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described herein.

7.2. **Additional Insured Endorsements**. The Contractor shall cause the insurance required by the Contract Document to include the City of Moreno Valley, the City Council and each member thereof, and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives as an additional insureds. For the Commercial General Liability coverage, said parties shall be named as additional insureds utilizing either:

1. Insurance Services Office ("ISO") Additional Insured endorsement CG 20 10 (11/85); or

2. ISO Additional Insured endorsement CG 20 10 (10/01) and Additional Insured Completed Operations endorsement CG 20 37 (10/01); or

3. substitute endorsements providing equivalent coverage, approved by the City.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The coverage shall contain no special limitations on the scope of protection afforded to such additional insureds. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.

7.3. **Waivers of Subrogation**. All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the City of Moreno Valley, the City Council and each member thereof, and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives.

7.4. **Primary Coverage**. All policies and endorsements shall stipulate that the Contractor's (and the Subcontractors') insurance coverage shall be primary insurance as respects the City of Moreno Valley, the City Council and each member thereof, and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives, and shall be excess of the Contractor's (and its Subcontractors') insurance and shall not contribute with it.

7.5. **Coverage Applies Separately to Each Insured and Additional Insured**. Coverage shall state that the Contractor's (and its Subcontractors') insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage shall apply to any claim or suit brought by an additional insured against a named insured or other insured.

7.6. **Self-Insurance**. Any self-insurance (including deductibles or self-insured retention in excess of $50,000) in lieu of liability insurance must be declared by Contractor and approved by the

City in writing prior to execution of the Agreement. The City's approval of self-insurance, if any, is within the City's sole discretion and is subject to the following conditions:

1. Contractor must, at all times during the term of the Agreement and for a period of at least **one (1)** year after completion of the Project maintain and upon Owner's reasonable request provide evidence of:

   (a) Contractor's "net worth" (defined as "total assets" [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property and equipment and intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;

   (b) financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill; and

   (c) a claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.

2. If at any time after such self-insurance has been approved Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this Paragraph 7, at the option of the City:

   (a) the Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph 7 and otherwise on the terms required above; or

   (b) the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or

   (c) the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

7.7. **Insurer Financial Rating**. Insurance companies providing insurance hereunder shall be rated A-:VII or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

7.8. **Notices to City of Cancellation or Changes**. Each insurance policy described in this Paragraph 7 shall contain a provision or be endorsed to state that coverage will not be cancelled without **thirty (30) days'** prior written notice by certified or registered mail to the City (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to the City), except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. If an insurance carrier cancels any policy or elects not to renew any policy required to be maintained by Contractor pursuant to the Contract Documents, Contractor agrees to give written notice to the City at the address indicated on the first page of the Agreement. Contractor agrees to provide the

same notice of cancellation and non-renewal to the City that is required by such policy(ies) to be provided to the First Named Insured under such policy(ies). Contractor shall provide confirmation that the required policies have been renewed not less than seven (7) days prior to the expiration of existing coverages and shall deliver renewal or replacement policies, certificates and endorsements to the City Clerk within fourteen (14) days of the expiration of existing coverages. Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City Clerk copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

7.9. **Commercial General Liability**. Coverage shall be written on an ISO Commercial General Liability "occurrence" form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work.

Contractor shall maintain Commercial General Liability insurance with the following minimum limits: $1,000,000 per occurrence / $2,000,000 aggregate / $2,000,000 products-completed operations.

7.10. **Business Automobile Liability**. Coverage shall be written on ISO form CA 00 01 (12/93 or later edition) or a substitute form providing equivalent coverage for owned, hired, leased and non-owned vehicles, whether scheduled or not, with $1,000,000 combined single limit per accident for bodily injury and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.11. **Workers' Compensation**. Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

1. Provide copy of permissive self-insurance certificate approved by the State of California; or
2. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of **$1,000,000** per accident; or
3. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

7.12. **Subcontractors' Insurance**. The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

8. BONDS. The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the City. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contact Documents

as may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the City and the City's Separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

The Contractor shall furnish a satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, form, or entity eligible to file a stop notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the City, become non-responsible or unacceptable, the Contractor shall, within ten (10) Calendar Days after receiving notice from the City, provide written documentation to the Satisfaction of the City that Contractor has secured new or additional sureties for the bonds; otherwise the Contractor shall be in default of the Contract. No further payments hall be deemed due or will be made under Contract until a new surety(ies) qualifies and is accepted by the City.

9. RECORDS. The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for at least three (3) years after Final Acceptance.

10. INDEMNIFICATION.

10.1. **General**. To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect, hold

harmless and defend (even if the allegations are false, fraudulent, or groundless), the City of Moreno Valley, its City Council, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), and all of their respective officials, officers, directors, employees, commission members, representatives and agents ("Indemnitees"), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the Work, the Project or any breach of the Contract by Contractor or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, or any person performing any of the Work, pursuant to a direct or indirect contract with the Contractor ("Indemnity Claims"). Such Indemnity Claims include, but are not limited to, claims for:

A. Any activity on or use of the City's premises or facilities;
B. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
C. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;
D. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
E. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor's warranties, representations or agreements set forth in the Contract Documents;
F. Any failure to coordinate the Work with City's Separate Contractors;
G. Any failure to provide notice to any party as required under the Contract Documents;
H. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;
I. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;
J. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the City) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);
K. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;
L. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors;
M. Any operation conducted upon or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;

N. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;

O. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or Owner arising out of Contractor's Work, for which the Contractor is responsible; and

P. Any and all claims against the City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the City from such claims.

10.2. **Effect of Indemnitees' Active Negligence**. Contractor's obligations to indemnify and hold the Indemnitees harmless **exclude** only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 11. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

10.3. **Independent Defense Obligation.** The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitee(s) shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. The Contractor shall respond within thirty (30) Calendar Days to the tender of any Indemnity Claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to the City.

10.4. **Intent of Parties Regarding Scope of Indemnity.** It is the intent of the parties that the Contractor and its Subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity or hold harmless provisions in the Contract Documents are found to be ambiguous, or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

10.5. **Waiver of Indemnity Rights Against Indemnitees.** With respect to third party claims against the Contractor, to the fullest extent permitted by law, the Contractor waives any and all rights to any type of express or implied indemnity against the Indemnitees.

10.6. **Subcontractor Requirements.** In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's

Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Paragraph 11.

10.7. **No Limitation or Waiver of Rights.** Contractor's obligations under this Paragraph 11 are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Paragraph 11 are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Paragraph 11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

10.8. **Withholding to Secure Obligations.** In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

10.9. **Survival of Indemnity Obligations.** Contractor's obligations under this Paragraph 11 are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

11. SUCCESSORS AND ASSIGNS. The Parties bind themselves, their heirs, executors, administrators, successors and assigns the covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not, either voluntarily or by action of law, assign any right or obligation of the Contractor under the Contract Documents without prior written consent of the City.

(SIGNATURE PAGE FOLLOWS)

CITY OF MORENO VALLEY, Municipal Corporation

BY: _____
City Manager

DATE: _____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer
(if contract exceeds $15,000)

_____
Date

Global Power Group, Inc.

License No./
Classification: _____

Expiration Date: _____

Federal I.D. No.: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. A general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____.
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Other _____

BOND NO. _____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Price)

PROJECT NO. 803 0016 70 77
CITY OF MORENO VALLEY
EOC FAMILY CARE CENTER GENERATOR PROJECT

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to Global Power Group, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager and identified as **Project No. 803 0016 70 77**, and all Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Contract Documents and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____ 20_____

_____
City Attorney
City of Moreno Valley

NOTE:

- **The bond shall be executed by a California admitted surety insurer (CCP 995.311).**
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact.**
- **The bond shall include an attached Notary Certificate for the Bidder.**
- **The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.**
- **The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.**
- **The Bidder's and Surety's corporate seal may be affixed hereto.**

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California
County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

BOND NO._____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 803 0016 70 77
CITY OF MORENO VALLEY
EOC FAMILY CARE CENTER GENERATOR PROJECT

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **Global Power Group, Inc.,** as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager and identified as **Project No. 803 0016 70 77**, and Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____ 20____

_____

City Attorney
City of Moreno Valley

NOTE:

- **The bond shall be executed by a California admitted surety insurer (CCP 995.311).**
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact.**
- **The bond shall include an attached Notary Certificate for the Bidder.**
- **The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.**
- **The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.**
- **The Bidder's and Surety's corporate seal may be affixed hereto.**

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, ~~is/are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Securely attach this document to the signed document.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and the City Council Acting as the Successor Agency

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: September 25, 2012

TITLE: APPROVE AGREEMENT FOR PROFESSIONAL CONSULTANT CONSTRUCTION GEOTECHNICAL SERVICES WITH NINYO & MOORE FOR MORENO BEACH INTERCHANGE IMPROVEMENTS PHASE 1 – PROJECT NO. 801 0038 70 77-4821 [FORMERLY PROJECT NO. 07-41570024]

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the "Agreement for Professional Consultant Services" with Ninyo & Moore (Ninyo & Moore), 11650 Mission Park Drive, Suite 101, Rancho Cucamonga, CA 91730, to provide professional geotechnical and materials testing services during construction of the SR-60/Moreno Beach Interchange Improvements Phase 1 project for a total agreement amount not to exceed $109,110.

2. Acting as the Successor Agency, approve this action as a recognized payment obligation of the former Redevelopment Agency of the City of Moreno Valley, add it to the Recognized Obligation Payment Schedule, submit same to the Oversight Board for Approval, and authorize the City Manager to access agency funds only after Oversight Board approval.

3. Authorize the City Manager to execute said "Agreement for Professional Consultant Services" with Ninyo & Moore.

4. Authorize the issuance of a Purchase Order totaling $109,110 to Ninyo & Moore when the contract has been signed by all parties.

BACKGROUND

The SR-60/Moreno Beach Drive Phase 1 project is one of the key projects in the City Manager's Economic Development Action Plan. Phase 1 improvements are designed to reconstruct the eastbound on- and off-ramps to SR-60 and connect the west leg of Eucalyptus Avenue to Moreno Beach Drive. On December 13, 2011, the City Council approved a Construction Cooperative Agreement with the State of California for the construction phase, giving the City authority to advertise, award, and administer the construction of Phase 1. Design and right-of-way for Phase 1 were completed, the project was advertised, and bids were opened on August 13, 2012. On August 28, 2012, the City Council awarded the construction contract.

DISCUSSION

The Construction Cooperative Agreement with Caltrans requires that the City meet Caltrans material testing requirements on the project. The City issued a Request for Proposal (RFP) to provide geotechnical and materials testing services based on the construction plans, specifications, and Caltrans methods. On August 1, 2012, staff received fourteen (14) proposals. A selection team of City and Caltrans staff reviewed the eleven (11) qualified proposals and ranked them in order, based on firm experience and qualifications, experience of key personnel, and project approach.

Staff has completed negotiations with the top-ranked geotechnical firm and is recommending awarding a professional services agreement for construction-related geotechnical and materials testing services to Ninyo & Moore. Services performed will be on an as-needed basis and consist of geotechnical testing and sampling performed under the direction of a licensed Geotechnical Engineer, use of a nuclear gauge for compaction tests, and Caltrans certified laboratory testing with results in 48 hours. A purchase order for $109,110 will be issued for this agreement.

The recommended contract award is an action of the City Council with a funding source from the assets of the former City of Moreno Valley Redevelopment Agency. The recommended actions are included on the Recognized Obligations Payment Schedule (ROPS) approved by the City Council acting as the Successor Agency on February 14, 2012. The Successor Agency Oversight Board approved the ROPS for the period January through June 2012 on May 23, 2012, which has subsequently been approved by the State Department of Finance (DOF). This ROPS approval includes “placeholder” line items representing the expenditure of bond proceeds for approval purposes. The Successor Agency approval of this contract is required to move forward toward complete approval and compliance with ABx1 26 law. The contract will be presented to the Successor Agency Oversight Board, along with an updated ROPS that will include the contractor listed as an enforceable obligation. After Oversight Board approval, the contract and updated ROPS will be sent to the DOF for review. There is a risk that the Oversight Board may not approve the contract or updated ROPS. In addition, the State Department of Finance (DOF) has the authority to challenge actions approved by the Oversight Board within 10 days of the approved action. In light of the current process for

approval of the contract and the updated ROPS, the property tax to pay the contracts being recommended has not been authorized to pay the contract obligations. The City Council by approving the recommended contract is assuming the risk that in the event tax increment is not approved to pay the contracts by the Oversight Board or through successful challenge by the State DOF, the City would be obligated to pay the contract commitments from alternative funding sources, most likely the City's General Fund.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will comply with the Caltrans Construction Cooperative Agreement requiring the City to meet Caltrans professional materials testing requirements and facilitate the timely construction of needed improvements.*

2. Do not approve and authorize the recommended acting as presented in this staff report. *This alternative will significantly delay the construction of needed improvements.*

FISCAL IMPACT

The project is included in the Fiscal Year 2012/2013 Capital Improvement Program. There is no impact to the General Fund.

AVAILABLE FUNDS

Successor Agency 2007 Tax Allocation Bonds (Account 4821-70-77-80001 801 0038 70 77)	$ 4,879,000
Transportation Uniform Mitigation Fees (Account 3003-70-77-80001 801 0038 70 77)	$ 3,500,000
Total Project Budget	$ 8,379,000

CONSTRUCTION COSTS

Construction (includes contingency)	$ 6,700,000
Construction Management & Inspection Services	$ 788,000
Construction Support Services (Design)	$ 129,000
Construction Support Services (Survey)	$ 101,000
Construction Support Services (Geotechnical)	$ 110,000
Administrative Costs*	$ 170,000
Utility and Agency Inspection and Materials Costs**	$ 150,000
Total Estimated Cost	$ 8,148,000

**Includes City project administration, printing and other miscellaneous costs.*
***Includes EMWD, SCE, Caltrans, RCFC&WCD and CHP.*

PROJECT SCHEDULE

Begin Construction	October 2012
Construction Completion and Acceptance	October 2013

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:
Develop a variety of city revenue sources and policies to create a stable revenue base and fiscal policies to support essential city services, regardless of economic climate.

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

The SR-60/Moreno Beach Interchange Phase 1 Improvements project goal is to improve the interchange through reconstruction and realignment. The project construction is funded utilizing Successor Agency 2007 Tax Allocation Bonds and Transportation Uniform Mitigation Fees (TUMF). City staff recommends awarding a contract for $109,110 to Ninyo & Moore to provide geotechnical and materials testing services for the project.

ATTACHMENTS

Attachment "A" – Agreement for Professional Consultant Services with Ninyo & Moore

Prepared By:
Margery A. Lazarus
Senior Engineer, P.E.

Department Head Approval
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Concurred By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) - ZONAL
PROJECT NO. 801 0038 70 77
[FORMERLY PROJECT NO. 07-41570024]

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **Ninyo & Moore,** a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

Attachment "A"

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0038 70 77
[FORMERLY PROJECT NO. 07-41570024]

DESCRIPTION OF PROJECT

1. The project is described as professional consultant **geotechnical and materials testing services** for:

SR-60 / MORENO BEACH DRIVE PHASE 1 IMPROVEMENTS PROJECT
PROJECT NO. 801 0038 70 77
[FORMERLY PROJECT NO. 07-41570024

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of **$109,110** in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on **December 31, 2014** unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the design/construction schedule as stated in the Notice to Proceed.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

12. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

15. (a) The Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), the Western Riverside Council of Governments (WRCOG), the State of California, Eastern Municipal Water District (EMWD), and Riverside County Flood Control and Water Conservation District (RCFC & WCD) and their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, the State's, MVHA's, CSD's, WRCOG's, EMWD's, and RCFC & WCD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts, recklessness or willful misconduct of the City, the State, MVHA, CSD, WRCOG, EMWD, and RCFC & WCD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such Public Liability and Property Damage Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

GENERAL LIABILITY

Bodily Injury	$1,000,000 per occurrence
Property Damage	$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum general liability limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, the State, MVHA, CSD, WRCOG, EMWD, and RCFC & WCD, against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) A Certificate of Insurance, or an appropriate insurance binder evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(h) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), the Western Riverside Council of Governments (WRCOG), the State of California, Eastern Municipal Water District (EMWD), and Riverside County Flood Control and Water Conservation District (RCFC & WCD), their officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District and Western Riverside Council of Governments, its officers, employees and agents, under any third party liability policy."

(i) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(j) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and

coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings at all times and during all phases of the project.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other projects without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

(b) Upon notice of termination, the Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain for its files copies of any and all materials, including drawings, documents, and specifications produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings, regardless of the completeness of said documents.

(c) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(d) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant. Consultant acknowledges that Consultant work product produced under this Agreement may be public record under State law.

(e) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's

time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

25. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

27. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement.

SIGNATURE PAGE FOLLOWS

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0038 70 77
[FORMERLY PROJECT NO. 07-41570024]

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
City Manager

DATE: _____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

Ninyo & Moore

BY: _____

TITLE: _____
(President or Vice President)

BY: _____

TITLE: _____
(Corporate Secretary)

Enclosures: Exhibit "A" – City's Request for Proposal
Exhibit "B" – Consultant's Proposal
Exhibit "C" – City's Responsibility
Exhibit "D" – Terms of Payment

REQUEST FOR PROPOSAL
PROFESSIONAL CONSULTANT MATERIALS TESTING AND GEOTECHNICAL SERVICES
SR-60 / MORENO BEACH DRIVE PHASE 1 IMPROVEMENTS PROJECT
FOR THE CITY OF MORENO VALLEY'S CAPITAL PROJECTS DIVISION
EA 32301
PROJECT ACCOUNT NO. 797.79731

I. INVITATION

You are hereby invited to submit a Proposal for Professional Consultant Construction **Material Testing and Geotechnical Services** associated with the SR-60 / MORENO BEACH DRIVE PHASE 1 IMPROVEMENTS PROJECT as shown on the Plans and Specifications.

Five (5) copies (one of the copies will be unbound and paper clipped, with no tabs, holes, perforations, or cardboard inserts, suitable for copying with an automatic-feed copy machine and one copy shall be on compact disk) of your Proposal shall be submitted no later than **5:00 p.m., August 1, 2012** addressed to Capital Projects Division, 14177 Frederick Street (hand delivery), P.O. Box 88005, Moreno Valley, California 92552-0805 (mail delivery), Attention: Margery Lazarus, Senior Engineer, P.E.

II. PROJECT DESCRIPTIONS

The SR-60/Moreno Beach Drive Phase 1 project site is located at the State Route (SR) 60 Interchange and Moreno Beach Drive in the City of Moreno Valley, CA. The work of this project generally includes realigning the SR-60/Moreno Beach eastbound off-and-on-ramps, adding an eastbound auxiliary lane, installation of new traffic signal at the new intersection of the eastbound ramps and Moreno Beach Drive, adding a retaining wall, adding ramp metering, extension of Eucalyptus Avenue to Moreno Beach Drive, modification of the traffic signal at the intersection of Eucalyptus and Moreno Beach Drive, coordination of utility relocations, irrigation, and related work.

Work lies within and in the vicinity of State of California (Caltrans) and City of Moreno Valley rights of way. The work includes earthwork, grading, asphalt concrete (AC) paving, concrete retaining walls, tree removal roadway excavation, imported borrow, drainage pipes and minor concrete structures, concrete curb and gutter, protection, drainage, traffic control, signing, striping, traffic and ramp meter signals, irrigation, erosion control, EMWD water line relocation, overhead SCE relocation, and related work.

III. PROJECT BUDGET AND SCHEDULE

The City of Moreno Valley will fund the construction with Local Funds consisting of TUMF and Successor Agency to RDA Funds (Account 797.79731), and Local Funds.

The Consultant shall be required to meet or exceed the following timeline for this contract:

Anticipated Award of Consultant Contract	September 2012
Public Bid for SR-60/Moreno Beach Phase 1 Construction Contract	July 2012
Award of Construction Contract	October 2012
Construction Duration for SR-60/Moreno Beach Phase 1	189 Working Days (9 months)

Exhibit "A"

IV. SCOPE OF ENGINEERING SERVICES

The selected Consultant will be required to have personnel available for assignment to this project who have successfully provided professional services as it relates to all activities of public works field and laboratory construction materials testing, geotechnical and soils inspection services of the contractor's work and office support services. The Consultant selected shall provide **Materials Testing and Geotechnical Inspection Services** with personnel trained and experienced in the geotechnical inspection, field and laboratory materials testing of public works improvements, and particularly the types of construction and materials utilized for this project. The project is located within Caltrans Right of Way and all testing methods, procedures, frequencies shall comply with the contract specifications, Caltrans Materials Testing Manuals and Guidelines, and the Quality Assurance Plan. The Selected Consultant is required to prepare a Quality Management Plan detailing required testing procedures and frequencies in compliance with Caltrans Local Assistance Procedures Manuals and Construction contract requirements. The minimum experience required includes five (5) years of geotechnical inspection and materials testing on increasingly complex public works and Caltrans projects. The Consultant firm selected must also provide all equipment and supplies necessary to perform the services assigned and support services necessary to complete the scope of work. It is expected that the Consultant selected to fulfill this contract will be able to provide qualified personnel on an on-demand basis with 24-hour notice for geotechnical inspection, sampling and testing for the duration of the construction project, and as needed for preconstruction activities and as necessary to closeout the project.

The Consultant must have recent experience working within the Caltrans Right-of-Way and shall be required to follow all Caltrans safety procedures when executing the work.

The Consultant geotechnical personnel shall have the necessary training, knowledge and experience related to the materials, methods, and workmanship for the specific construction work to be performed for this project. Additionally the Consultant geotechnical personnel must be familiar with the safe practices required when working around all types of construction equipment which will be utilized on this project including equipment for roadway construction, storm drain construction (including trench shoring and safety), and grading. The Consultant geotechnical personnel shall be familiar with the industry standards of practice for the execution of quality public works construction projects and shall be able to understand and interpret public works construction plans and specifications; Caltrans Standard Plans and Specifications; City codes, ordinances and standards; Eastern Municipal Water District (EMWD) standards; Riverside County Flood Control and Water Conservation District (RCFCD) standards; and California Occupational Safety and Health Administration (OSHA) Construction Safety Orders. The Consultant geotechnical personnel shall be able to interact professionally with contractors, engineers, surveyors, property owners, business owners, and the public at large; coordinate with other City personnel, Caltrans personnel and consultants; promote quality customer service and a professional image of the City; and respond promptly and courteously to requests. The Consultant geotechnical personnel shall be able to follow verbal and written instructions and communicate clearly and concisely, both orally and in writing.

The Consultant geotechnical personnel must be under the responsible charge of a person registered by the California State Board of Registration for Professional Engineers and Land Surveyors as a Geotechnical Engineer and as a Civil Engineer.

Please be reminded that the Consultant is required to have a current City business license if the firm is awarded the work.

The Consultant shall perform public works geotechnical inspection and materials testing services for this project to include, but not be limited to, the following:

- Expertise in geotechnical matters related to storm drain and roadway construction and grading, and knowledge of the local area soils and geology, City, Caltrans practices and generally accepted industry standards for work associated with this type of project.
- Safe and proper use of Nuclear Gauge for compaction testing.
- Proper procedures and protocols for field sampling and testing of graded earth materials, backfill materials, sub-grade, base, AC and PCC.
- Ability to provide field test results immediately to the City's Consultant Resident Engineer and Inspector, and laboratory test results within 48-hours, unless test procedures and protocols require longer.
- Review of contractor material submittals, sample/test frequency protocols and criteria for acceptable results and provision of materials and compaction reports.

***Office Activities*:**

1. Review and thoroughly understand all contract documents, including construction drawings, specifications, and referenced testing methods and protocols.
2. Review and thoroughly understand geotechnical and soils reports, materials testing lab reports, contractor submitted mix reports, and other like documentation.
3. Review and thoroughly understand project schedules and related sampling, testing, and submittal requirements (field sampling and testing, compliance certificates, materials samples, etc.) from the contractor for conformance to the plans and specifications.
4. Participate in pre-construction meetings, field meetings, construction progress meetings, final walk-through meetings, as-built plan completion meetings, equal opportunity meetings, and other administrative meetings as necessary.
5. Monitor and report on the Contractor's extra work as it relates to geotechnical sampling, testing and reporting, field and laboratory materials testing.
6. Assist in the negotiation of change orders as they relate to geotechnical sampling, testing, and reporting, as requested by the City.
7. Review all unknown, unforeseen, and changed conditions that occur, and all disputed work claims from the Contractor as it relates to geotechnical responsibilities and field testing, and recommend a course of action to the Engineer.
8. Prepare and maintain all geotechnical files, daily inspection records, including site photographs, project status reports, and all geotechnical inspection and testing records as they relate to earthwork materials testing and compaction testing.
9. Prepare and maintain records of geotechnical work requested and completed, geotechnical related computer files, daily geotechnical field work (when on-site),

geotechnical inspections, samples and test records, field and laboratory test results, and all geotechnical related records and files.

10. Provide labor compliance reports and certified payroll for the Consultant's field work.

Field Activities:

1. Coordinate with the Contractor, City personnel, and City's selected Consultant Resident Engineer on the job site as needed.
2. Coordinate ongoing geotechnical field and laboratory testing, as required, including reviewing and monitoring the Contractor's requests for re-testing.
3. Conduct on-demand field geotechnical inspections for quality of materials and installation and workmanship, including quality, placement, and compaction of earthen materials, for conformance to plans and specifications pursuant to all applicable City codes, ordinances, and directives.
4. Keep daily (when on-site) geotechnical field notes and take photographs of the field sampling and geotechnical inspection work, including photographic evidence of non-complying materials or work. A daily report identifying work done by the geotechnical technician, including photographs, shall be submitted to the Project Inspector by the next business day for review and filing.
5. During the course of field work, if the Consultant geotechnical personnel observe an unsafe situation, he/she shall immediately advise the Contractor's nearest available personnel and notify the City's Inspector and the City's Consultant Resident Engineer.
6. Any retests not due to the Consultant's errors will be identified separately on the invoice. Ten (10) re-tests (allow a maximum of two hours per trip) should be estimated for proposal purposes.

General:

1. Participate with the City in meetings with contractors, public utility agencies, and other government agency representatives as requested.

SUBMITTAL SCHEDULE

Proposals Due	5:00 p.m., August 1, 2012
Consultant Selection	On or before August 30, 2012
Notice to Proceed (Tentative)	Week of September 17, 2012

V. CONSULTANT'S PROPOSAL AND COMPENSATION

The Consultant's Proposal shall be no more than 20 pages, excluding a cover letter of up to two pages, dividers, and certificates. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration. The Consultant's Proposal shall include the following:

A. A statement that this Request For Proposal shall be incorporated in its entirety as a part of the Consultant's Proposal.

B. A statement that this Request For Proposal and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.

C. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's Request For Proposal except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."

D. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedence over this Request For Proposal.

E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.

F. A resource allocation matrix must be submitted with the Proposal. The resource allocation matrix shall list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, included in adjacent columns. The resource allocation matrix is required of both the primary consultant, as well as any sub-consultant. In addition, the applicable construction support services consultant must list the type and number of hours of Material Testing & Geotechnical work within the Proposal. Failure to do so will result in the Consultant's Proposal being deemed incomplete and it will not receive further consideration. Construction support services Consultants are not required to provide a Project Schedule with milestones. The resource allocation matrix, in addition to any tasks the consultant chooses to list, shall include but not limited to meetings, specific deliverables, and other relevant milestones.

G. A rate schedule must be submitted with the proposal. The rate schedule must list titles, names, roles, and hourly billing rates in rows. A statement that said hourly rate schedules in part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred shall also be included. All extra work will require prior approval from the City. COST PROPOSAL DETAILS MUST BE IN A SEALED ENVELOPE.

H. A statement of sub-consultant's qualifications (including relief personnel) applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.

A statement that the Consultant acknowledges and understands that the consultant will not be allowed to change a sub-consultant without written permission from the City.

I. A statement that all charges for Consultant (construction) services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.

J. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.

K. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.

L. A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this Request For Proposal. **An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of your Proposal submittal.** All extra work will require prior approval from the City. The City requests the consultant to provide in the proposal the number of hours on the job, in addition to the cost proposal. The Cost Proposal must be in a sealed envelope.

M. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

N. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.

O. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.

P. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.

Q. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

R. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

S. This solicitation and resultant Contract is not financed in whole or part with federal funds, but the City encourages Bidders to follow Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Bidders who obtain DBE participation on this Contract will assist the City in meeting its DBE goals for the Project.

DBEs and other small businesses are strongly encouraged to participate in the performance of this Contract. The City encourages Bidders to give DBEs and other small businesses the opportunity to participate in the performance of the Work that is the subject of this solicitation and to take all necessary and reasonable steps for this assurance. The Bidder shall not discriminate on the basis of race, color, national origin, sex, age, or physical or mental disability, sexual orientation or retaliation in the award and performance of subcontracts.

A Race Neutral program is one that, while benefiting DBEs, is not solely focused on DBE firms. A Race Neutral program utilizes measures that can assist a wide variety of small businesses, including DBEs, such as arranging solicitations, times for the presentation of proposals, quantities, specifications, and delivery schedules in ways that facilitate DBE and other small business participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces). Race Neutral DBE participation includes: a DBE obtaining a prime contract through customary competitive procurement procedures; a DBE being awarded a subcontract on a prime contract, whether or not the prime contract has a DBE goal; and a DBE being awarded a subcontract from a prime contractor that did not consider its DBE status in making the award.

The Consultant is encouraged to include DBE firms in the proposal. Complete the forms listed in "Attachments" at the end of this RFP.

VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES

A. The Consultant shall be required to comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

B. The Consultant is required to submit certified payrolls weekly. This applies to all applicable field personnel working on the project. In accordance with Section 1771.5 (b) (5) of the California Labor Code, the City will withhold payments when the payroll records are delinquent or inadequate.

VII. FEDERAL EMPLOYEE BENEFIT

No member of, or delegate to, the Congress of the United States, and no Resident Commissioner shall be admitted to any share or part of the Agreement to the said project or to any benefit to arise from the same.

The Consultant shall complete and include the "Certification for Contracts, Grants, Loans, and Cooperative Agreements" and "Disclosure of Lobbying Activities" forms with the Proposal.

VIII. PAYMENT TO CONSULTANT

A. This work is to be performed for a "Not-to-Exceed Fixed Fee."

B. The Consultant shall provide a "Project Fee Schedule" indicating the fee for individual tasks with a "Not-to-Exceed Fixed Fee" which shall be the sum of all tasks, by part, phase, and milestone and shall be submitted in a separate sealed envelope with cost proposal.

C. Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.

D. The City will pay the Consultant for work completed based on milestones completed and accepted by the City. These milestones are:.

1. Project Bidding, Advertise and Award.
2. Any other additional authorized work on a task successfully completed and accepted monthly basis.

The City shall make the sole and final determination if a milestone as described above is complete and acceptable for payment.

E. Monthly invoices will specifically identify job title, person-hours, and costs incurred by each task.

F. Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the "Not-to-Exceed Fee."

G. All tasks including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage, and delivery shall have supporting documentation presented at the time payment is requested.

H. The City will pay the Consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."

I. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an "Amendment to the Agreement" will be executed between the City and Consultant.

J. The Consultant shall receive no compensation for any re-work necessary as result of the Consultant's errors or oversight.

IX. INSURANCE

A. The Consultant shall provide Errors and Omissions Professional Insurance. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

B. The Consultant shall have Public Liability and Property Damage Insurance in the amounts as follows:

GENERAL LIABILITY		
Bodily Injury	$1,000,000	per occurrence
Property Damage	$ 1,000,000	per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

C. The Consultant shall have Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment in the amount of not less than $1,000,000.

D. The Consultant shall have Workers' Compensation Insurance in the amounts that fully comply with the laws of the State of California and employer's liability insurance with limits of not less than $1,000,000 each accident.

E. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority (MVHA), Western Riverside Council of Governments (WRCOG),and the Moreno Valley Community Services District, its officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority (MVHA), Western Riverside Council of Governments (WRCOG), and the Moreno Valley Community Services District, its officers and employees and agents, under any third party liability policy."

F. Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

G. The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverage's nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the

Agency, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amount established.

H. It is the consultant's responsibility to ensure that all subconsultants comply with the following: Each subconsultant that encroaches within the City's right-of-way and affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City's Land Development Division. Examples of such subconsultant work include soil sample borings, utility potholing, etc.

The "Application for Encroachment Permit" form (four pages), including "Application for Encroachment Permit Liability Insurance Requirements," is available in the Land Development Division and must be completed and submitted in full to the City.. It is the Consultant's responsibility to ensure that all subconsultants submit the appropriate encroachment permit and insurance documentation at the same time that the Consultant's insurance documentation is submitted.

X. INDEMNIFICATION

A. To the maximum extent allowable by law, the Consultant, when functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the City of Moreno Valley Housing Authority(MVHA), the Moreno Valley Community Services District (CSD), and the Western Riverside Council of Governments (WRCOG}, their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and .all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its sub consultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, MVHA, CSD, and WRCOG; their officers, agents or employees.

B. The consultant, when not functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority(MVHA), the Moreno Valley Community Services District (CSD), and the Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless 'from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its sub consultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, MVHA, CSD, and WRCOG, their officers, agents or employees.

C. The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or

injuries to any person, including injury to the City's, MVHA, CSD's, and WRCOG's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, MVHA, CSD, and WRCOG, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees

XI. TERMINATION FOR CONVENIENCE OF THE CITY

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

XII. INDEPENDENT CONTRACTOR

The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent Contractor. The personnel performing said Construction Materials Testing & Geotechnical Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said work and shall be responsible for all employee reports and obligations, including but not necessarily restricted to, social security, income tax withholding, unemployment compensation, and Workers' Compensation.

XIII. CONTRACT

The Contract includes the Agreement for Professional Consultant Services, City's Request for Proposal, Consultant's Proposal, and Exhibits.

The Political Reform Act and the City's Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

XIV. GENERAL CONDITIONS

A. Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this

Proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant.

B. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).

C. The City reserves the right to reject any or all Proposals submitted. Any Contract awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.

XV. SELECTION CRITERIA

It is the City's intent to select and utilize one Consultant firm for the project. The City may award the services in part and/or phases. The Consultant may be invited to a selection interview. The Proposals will be rated/ranked according to the following criteria:

A. The Firm's General Experience and Qualification Information (20 points) – Information about the company (and all sub-consultants) including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services in an efficient and expeditious manner.

B. Experience of Key Personnel (40 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with state and federal procedures, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies, and proven track record and depth of understanding/knowledge of the proposed Project Manager and key personnel.

C. Project Approach/Understanding (40 points) – Understanding of Project, discussion of major issues identified on the project and how the consultant team plans to address them; the management approach and organization necessary to complete the specific project; and outline quality control measures to ensure delivery of a quality product on time and within budget that provides a cost efficient, timely and predictable execution of the project construction.

XVI. Other Requirements

A. Conflict of Interest

1. The Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this contract, or any ensuing City Construction project. The Consultant shall also list current clients who may have financial interest in the outcome of this Agreement, or any ensuing City construction project, which will follow.

2. The Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

3. Any subcontract in excess of $25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Agreement.

4. The Consultant hereby certifies that neither the Consultant, its employees, nor any firm affiliated with the Consultant providing services on this project prepared the Plans, Specifications, and Estimates for any construction project included within this contract . An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

5. The Consultant further certifies that neither Consultant, nor any firm affiliated with the Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this Agreement is also employed by the construction contractor for any project included within this agreement.

6. Except for subcontractors whose services are limited to materials testing, no subcontractor who is providing services on this Agreement shall have provided services on the design of any project within this contract.

Attachments (incorporated by reference)

Attachment "A"	Plan Title Sheet
Attachment "B"	City Standard Consultant Agreement (no changes to this agreement will be allowed)
Attachment "C"	Caltrans/City Cooperative Agreement for SR-60Moreno Beach Drive Phase-1 Improvements
Attachment "D"	Disclosure of Lobbying Activities (Form LLL)
Attachment "E"	List of Subconsultants
Attachment "F"	Proposer's List of Subconsultants (DBE and Non-DBE) Parts I and II
Attachment "G"	Exhibit 10-02- Local Agency Proposer DBE Information
Attachment "H"	Compilation of Plans based on current status of completion - CD available upon request

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
08	Riv	60	18.8/19.6	1	155

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

PROJECT PLANS FOR CONSTRUCTION ON

STATE HIGHWAY

IN RIVERSIDE COUNTY
IN MORENO VALLEY
FROM 0.3 MILE WEST TO 0.4 MILE EAST OF MORENO BEACH DRIVE OVERCROSSING

TO BE SUPPLEMENTED BY STANDARD PLANS DATED MAY 2006

INDEX OF PLANS

SHEET NO.	DESCRIPTION
1	Title and Location Map
2-7	Typical Cross Sections
8	Key Map and Line Index
9-11	Layouts
12-16	Profiles and Superelevation Diagrams
17-38	Construction Details
39-42	Temporary Water Pollution Control Plan, Details and Quantities
43-45	Erosion Control Plans
46-48	Contour Grading
49-73	Drainage Plan, Profiles, Details and Quantities
74-77	Utility Plans
78-79	Construction Area Signs
80-84	Stage Construction Plans
85-99	Traffic Handling and Quantities
100	Detour Plans
101-107	Pavement Delineation Plans, Details and Quantities
108-120	Sign Plans, Details and Quantities
121-124	Summary of Quantities
125	Irrigation Plan
126-145	Electrical Plans
146-149	Water Pipeline Relocation Plans
150-205	Revised and New Standard Plans

STRUCTURE PLANS

206-211	Retaining Wall RW 3805R

LOCATION MAP

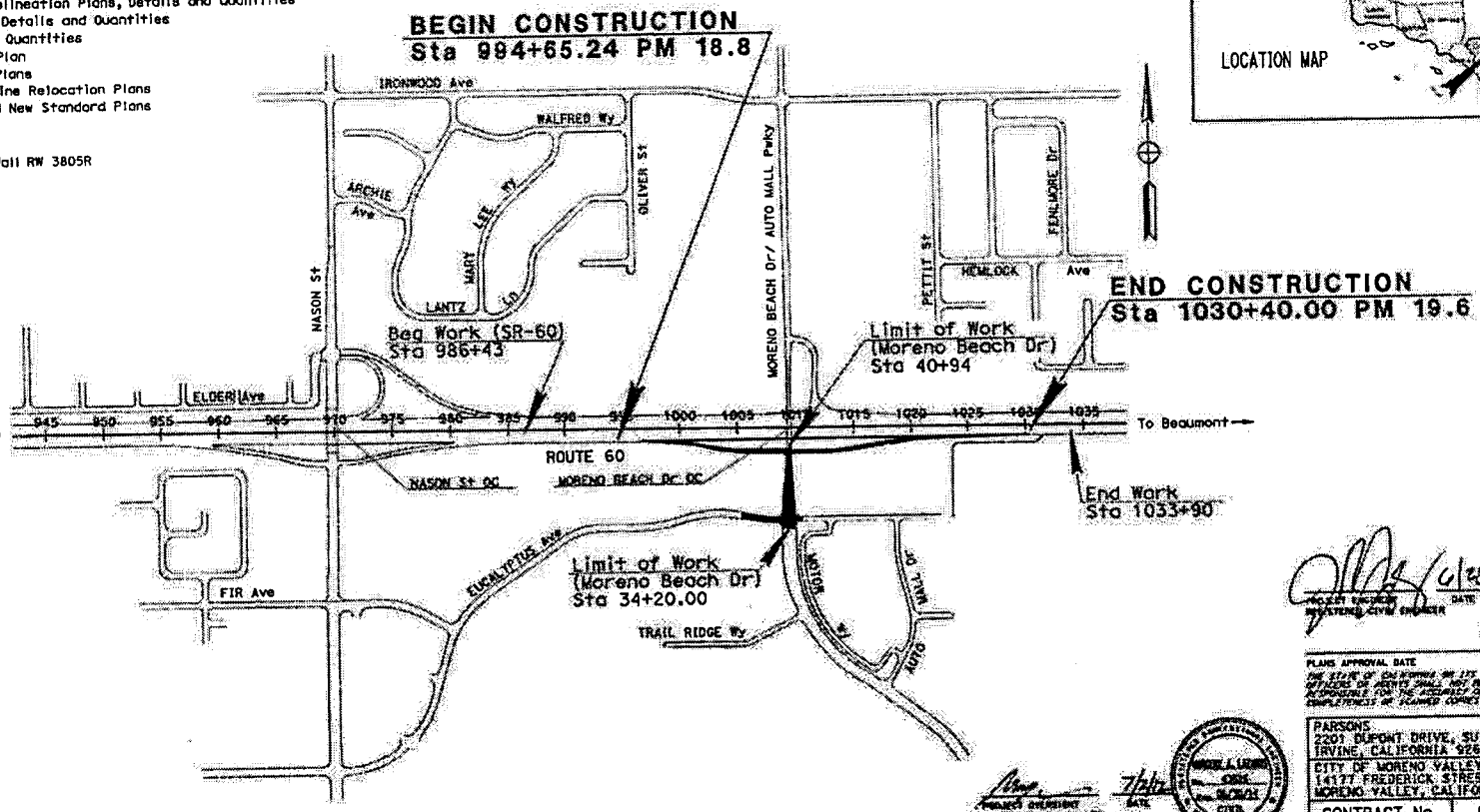

NO SCALE

PROJECT ENGINEER
REGISTERED CIVIL ENGINEER
DATE

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF COPIES OF THIS PLAN SHEET.

PROJECT OVERSIGHT
CITY OF MORENO VALLEY
REGISTERED CIVIL ENGINEER
DATE

PARSONS
2201 DUPONT DRIVE, SUITE 200
IRVINE, CALIFORNIA 92612

CITY OF MORENO VALLEY
14177 FREDERICK STREET
MORENO VALLEY, CALIFORNIA 92552

CONTRACT No.	08-323014
PROJECT ID	0800000593

APPROVED AS TO IMPACT ON STATE FACILITIES AND CONFORMANCE WITH APPLICABLE STATE STANDARDS AND POLICIES AND THAT TECHNICAL OVERSIGHT WAS PERFORMED

DATE SIGNED	LICENSE EXP. DATE	REGISTRATION No.	CALTRANS DESIGN OVERSIGHT APPROVAL	CONSULTANT DESIGN ENGINEER
	12/31/12	C60886	DU LU	DAVID SPEIRS

THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE TO BIDDERS."

BORDER LAST REVISED 7/2/2010 | CALTRANS WEB SITE IS: HTTP//WWW.DOT.CA.GOV/ | RELATIVE BORDER SCALE IS IN INCHES | UNIT 2232 | PROJECT NUMBER & PHASE 08000005931

Attachment "A"

MV00176802

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) - ZONAL
PROJECT NO. XX-XXXXX

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **Consultant Company**, a (California corporation, partnership, sole ownership) hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

Attachment "B"

SAMPLE

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES PROJECT NO. XX-XXXXX

DESCRIPTION OF PROJECT

1. The project is described as professional consultant _____ services for:

Project Name

Project No. XX-XXXXX

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $_____ in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on **Month Date, Year** unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "E" attached hereto and incorporated by this reference.

Or

SAMPLE

MV00176804

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the design/construction schedule as stated in the Notice to Proceed.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

12. The Consultant may also retain or subcontract for the services of other necessary

SAMPLE

consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

[for Non-design contracts]

15. (a) The Consultant agrees to indemnify, defend, and save the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), the Moreno Valley Community Services District (CSD) and the Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to

SAMPLE

any person, including injury to the City's, RDA's, CSD's, and WRCOG's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts, recklessness or willful misconduct of the City, RDA, CSD and WRCOG, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction.

Or [for Design contracts]

15. (a) To the maximum extent allowable by law, the Consultant agrees to indemnify, defend, and save the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), the Moreno Valley Community Services District (CSD) and the Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, RDA, CSD and WRCOG, their officers, agents or employees.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's, CSD's, and WRCOG's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA, CSD and WRCOG, their officers, agents or

SAMPLE

MV00176807

employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

Or [for Design/CM contracts]

15. (a) To the maximum extent allowable by law, the Consultant, when functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), the Moreno Valley Community Services District (CSD) and the Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, RDA, CSD, and WRCOG, their officers, agents or employees.

(b) The consultant, when not functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Community Redevelopment Agency (RDA), the Moreno Valley Community Services District (CSD) and the Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are

SAMPLE

caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, RDA, CSD, and WRCOG, their officers, agents or employees.

(c) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's, CSD's, and WRCOG's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA, CSD, and WRCOG, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any

SAMPLE

MV00176809

person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such Public Liability and Property Damage Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

GENERAL LIABILITY

Bodily Injury	$1,000,000 per occurrence
Property Damage	$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum general liability limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of

SAMPLE

California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, RDA, CSD and WRCOG against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) A Certificate of Insurance, or an appropriate insurance binder evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(h) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

"Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District and Western Riverside Council of Governments, their officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District and Western Riverside Council of Governments, its officers, employees and agents, under any third party liability policy."

(i) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed

SAMPLE

and qualified to conduct insurance business in the State of California.

(j) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings at all times and during all phases of the project.

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(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other projects without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

(b) Upon notice of termination, the Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain for its files copies of any and all materials, including drawings, documents, and specifications produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings, regardless of the completeness of said documents.

(c) The Consultant shall be entitled to copies of all furnished materials for his

SAMPLE

files and his subconsultants, if any.

(d) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant. Consultant acknowledges that Consultant work product produced under this Agreement may be public record under State law.

(e) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis,

SAMPLE

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the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

25. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

27. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement.

SIGNATURE PAGE FOLLOWS

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MV00176815

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES PROJECT NO. XX-XXXXX

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
Department Head/Mayor/City Manager
(Select only one please)

DATE: _____

Consultant Company

BY: _____

TITLE: _____
(President or Vice President)

BY: _____

TITLE: _____
(Corporate Secretary)

ATTEST:

_____
City Clerk *(not needed if City Manager signs)*

APPROVED AS TO LEGAL FORM:

_____
City Attorney

DATE: _____

Enclosures: Exhibit "A" – City's Request for Proposal
Exhibit "B" – Consultant's Proposal
Exhibit "C" – City's Responsibility
Exhibit "D" – Terms of Payment
Exhibit "E" – Consultant's Schedule

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CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

SAMPLE

EXHIBIT "C"

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed $_____.

2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml

3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at zara@moval.org or calls directed to (951) 413-3131.

4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees,

SAMPLE

late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:

   A. Vendor Name, Mailing Address, and Phone Number
   B. Invoice Date
   C. Vendor Invoice Number
   D. City-provided Reference Number (e.g. Project, Activity)
   E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

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EXHIBIT "D"

CONSTRUCTION COOPERATIVE AGREEMENT

This agreement, effective on January 4, 2012, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Moreno Valley, a body politic and municipal corporation or chartered city of the State of California, referred to as CITY.

For the purpose of this agreement, the term PARTNERS collectively refers to CALTRANS and CITY (all signatory parties to this agreement). The term PARTNER refers to any one of those signatory parties individually.

RECITALS

1. California Streets and Highways Code sections 114 and 130 authorize PARTNERS to enter into a cooperative agreement for performance of work within the State Highway System (SHS) right of way.

2. This agreement outlines the terms and conditions of cooperation between PARTNERS to complete the construction capital phase to improve the eastbound ramp configuration at Moreno Beach Drive on State Route 60 (SR-60) in the City of Moreno Valley and construct auxiliary lanes for the eastbound portion of the freeway between the Nason Street overcrossing and the Moreno Beach Drive overcrossing.

   For the purpose of this agreement, improvements to the eastbound ramp configuration at Moreno Beach Drive on SR-60 in the City of Moreno Valley and construction of auxiliary lanes for the eastbound portion of the freeway between the Nason Street overcrossing and the Moreno Beach Drive overcrossing will be referred to as PROJECT. All responsibilities assigned in this agreement to complete the construction capital phase of PROJECT will be referred to as OBLIGATIONS.

3. This agreement is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding PROJECT.

4. Prior to this agreement, the CITY developed the Project Report; Plans, Specifications and Estimate; and the Right of Way Certification (Cooperative Agreement No. 8-1314).

5. CITY prepared the environmental documentation for PROJECT.

6. The estimated date for OBLIGATION COMPLETION is December 31, 2014.

7. In this agreement capitalized words represent defined terms and acronyms. The Definitions section contains a complete definition for each capitalized term.

8. From this point forward, PARTNERS define in this agreement the terms and conditions under which they will accomplish OBLIGATIONS.

RESPONSIBILITIES

9. CITY is SPONSOR for 100% of PROJECT.

10. CALTRANS will provide IQA for the portions of WORK within existing and proposed SHS right of way. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.

11. CITY may provide IQA for the portions of WORK outside existing and proposed SHS right of way.

12. CITY is the only FUNDING PARTNER for this agreement. CITY's funding commitment is defined in the FUNDING SUMMARY.

13. CALTRANS is the CEQA lead agency for PROJECT.

14. CALTRANS is the NEPA lead agency for PROJECT.

15. CITY is IMPLEMENTING AGENCY for CONSTRUCTION.

SCOPE

Scope: General

16. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.

17. IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN. The District Construction Division, with input from Structure Construction must approve the Quality Management Plan (QMP) before the encroachment permit for construction is issued.

18. Any PARTNER may, at its own expense, have representatives observe any OBLIGATIONS performed by another PARTNER. Observation does not constitute authority over those OBLIGATIONS.

19. Each PARTNER will ensure that all of its personnel participating in OBLIGATIONS are appropriately qualified, and if necessary licensed, to perform the tasks assigned to them.

20. IMPLEMENTING AGENCY shall retain consultants and shall invite CALTRANS to participate in the selection and retention of consultants that participate in OBLIGATIONS. At least one representative from the Construction Division of CALTRANS shall participate in the selection process. A construction management firm shall not be selected without the approval by this representative.

21. If WORK is done under contract (not completed by a PARTNER's own employees) and is governed by the California Labor Code's definition of "public works" (section 1720(a)(a)), that PARTNER will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations.

22. IMPLEMENTING AGENCY for each PROJECT COMPONENT included in this agreement will be available to help resolve problems generated by that component for the entire duration of PROJECT.

23. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right of way.

    Contractors and/or agents, and utility owners will not perform WORK without an encroachment permit issued in their name.

24. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.

25. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law. Where applicable, the provisions of California Government Code section 6254.5(e) will govern the disclosure of such documents in the event that PARTNERS share said documents with each other.

    PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.

26. If any PARTNER receives a public records request, pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public records. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.

27. If HM-1 or HM-2 is found during a PROJECT COMPONENT, IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.

28. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.

29. CITY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits and outside the existing SHS right of way. CITY will undertake or cause to be undertaken HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.

30. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.

31. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

32. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this agreement.

33. IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with written quarterly progress reports during the implementation of OBLIGATIONS in that component.

34. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right of way as part of WORK become the property of CALTRANS.

    CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right of way.

35. IMPLEMENTING AGENCY for a PROJECT COMPONENT will accept, reject, compromise, settle, or litigate claims of any non-agreement parties hired to do WORK in that component.

36. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this agreement in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on claim.

37. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that

conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs, and provide billing and payment support.

38. PARTNERS will comply with the appropriate federal cost principles and administrative requirements outlined in the Applicable Cost Principles and Administrative Requirements table below. These principles and requirements apply to all funding types included in this agreement.

39. PARTNERS will ensure that any party hired to participate in OBLIGATIONS will comply with the appropriate federal cost principles and administrative requirements outlined in the Applicable Cost Principles and Administrative Requirements table below.

Applicable Cost Principles and Administration Requirements		
The federal cost principles and administrative requirements associated with each organization type apply to that organization.		
Organization Type	**Cost Principles**	**Administrative Requirements**
Federal Governments	2 CFR Part 225	OMB A-102
State and Local Government	2 CFR, Part 225	49 CFR, Part 18
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215
Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18
CFR (Code of Federal Regulations) **OMB (Office of Management and Budget)**		
Related URLs: • Various OMB Circular: http://www.whitehouse.gov/omb/grants_circulars • Code of Federal Regulations: http://www.gpoaccess.gov/CFR		

40. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this agreement.

41. PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.

42. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA, and CITY will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of

operation. The auditing PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

The audited PARTNER will review the draft audit, findings, and recommendations, and provide written comments within 30 calendar days of receipt.

Upon completion of the final audit, PARTNERS have 30 days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTNERS is subject to dispute resolution. Any costs arising out of the dispute resolution process will be paid within 30 calendar days of the final audit or dispute resolution findings.

43. Any PARTNER that hires another party to participate in OBLIGATIONS will conduct a pre-award audit of that party in accordance with the *Local Assistance Procedures Manual*.

44. PARTNERS will not incur costs beyond the funding commitments in this agreement. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, IMPLEMENTING AGENCY will promptly notify SPONSOR.

    IMPLEMENTING AGENCY has no obligation to perform WORK if funds to perform WORK are unavailable.

45. If WORK stops for any reason, IMPLEMENTING AGENCY will place all facilities impacted by WORK in a safe and operable condition acceptable to CALTRANS.

46. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER's responsibilities in this agreement, in order to keep PROJECT in environmental compliance until WORK resumes.

47. Each PARTNER accepts responsibility to complete the activities that it selected on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this agreement.

48. Contract administration procedures shall conform to CALTRANS' Construction Manual, Local Assistance Procedures Manual (if Federal funds are used), and the PROJECT encroachment permits.

49. If the Resident Engineer is not also a registered Landscape Architect, CITY will furnish, at CITY expense and subject to approval of CALTRANS Landscape Architecture, a registered Landscape Architect to perform work related to architecture treatment and landscaping and to perform the function of an Assistant Resident Engineer/Inspector who is responsible for both daily on-site inspections and final decisions including, but not

limited to, any highway planting and the irrigation systems that comprise a portion of the PROJECT work. Final decisions shall continue to be subject to the satisfaction and approval of CALTRANS.

50. Within one hundred eighty (180) days following the completion and acceptance of the PROJECT construction contract, to furnish CALTRANS with a complete set of "As-Built" plans (hard copy and electronic formats) in accordance with CALTRANS' then current CADD Users Manual, Plans Preparation Manual, and CALTRANS practice. The submittal must also include all CALTRANS requested contract records, including survey documents and Records of Surveys (to include monument perpetuation per the Land Surveyor Act, section 8771, including but not limited to preconstruction monumentation documents and a post construction Record of Survey). CITY shall also submit corrected full-sized hardcopy structure plans.

Scope: Environmental Permits, Approvals and Agreements

51. Each PARTNER identified in the Environmental Permits table below accepts the responsibility to complete the assigned activities.

Environmental Permits

Permit	Coordinate	Prepare	Obtain	Implement	Renew	Amend
404 USACOE	CITY	CITY	CITY	CITY	CITY	CITY
401 RWQCB	CITY	CITY	CITY	CITY	CITY	CITY
NPDES SWRCB	CITY	CITY	CITY	CITY	CITY	CITY
1602 DFG	CITY	CITY	CITY	CITY	CITY	CITY

Scope: CONSTRUCTION

52. CITY will advertise, open bids, award, approve, and administer the construction contract in accordance with the California Public Contract Code and the California Labor Code.

CITY will not advertise the construction contract until CALTRANS completes or accepts the final plans, specifications, and estimate package; CALTRANS approves the Right of Way Certification; and SPONSOR verifies full funding of CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL.

By accepting responsibility to advertise and award the construction contract, CITY also accepts responsibility to administer the construction contract.

PARTNERS agree that CITY is designated as the Legally Responsible Person and the Approved Signatory Authority pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally

Responsible Person and the Approved Signatory Authority as mandated by the Construction General Permit.

53. IMPLEMENTING AGENCY will implement changes to the construction contract through contract change orders (CCOs). PARTNERS will review and concur on all CCOs over $50,000.

CALTRANS must approve all CCOs affecting public safety or the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual prior to implementing the CCO.

54. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, all PARTNERS must be involved in determining how to proceed. If PARTNERS do not agree in writing on a course of action within 15 working days, this agreement will terminate.

55. CITY will require the construction contractor to furnish payment and performance bonds naming CITY as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS specifications.

56. CITY will submit a written request to CALTRANS for any SFM identified in the PROJECT plans, specifications, and estimate a minimum of 45 days prior to the bid advertisement date for PROJECT construction contract. CITY will submit a written request to CALTRANS for any additional SFM deemed necessary during PROJECT construction.

57. CALTRANS will make SFM available at a CALTRANS-designated location after CITY requests SFM and pays CALTRANS' invoice for estimated SFM costs.

58. As IMPLEMENTING AGENCY for CONSTRUCTION, CITY is responsible for maintenance within PROJECT limits as part of the construction contract.

59. PARTNERS will execute a separate maintenance agreement prior to OBLIGATION COMPLETION.

COST

Cost: General

60. The cost of any awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS COST.

61. CALTRANS, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way.

62. CITY, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within PROJECT limits and outside of the existing SHS right of way.

63. HM MANAGEMENT ACTIVITIES costs related to HM-2 are CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL costs.

64. The cost to comply with and implement the commitments set forth in the environmental documentation is an OBLIGATIONS COST.

65. The cost to ensure that PROJECT remains in environmental compliance is an OBLIGATIONS COST.

66. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is an OBLIGATIONS COST.

67. Independent of OBLIGATIONS COST, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.

68. Independent of OBLIGATIONS COST, CITY will fund the cost of its own IQA for WORK done outside existing or proposed future SHS right of way.

69. CALTRANS will provide encroachment permits at no cost to PARTNERS, their contractors, consultants and agents, and the following utility companies: Southern California Edison, Moreno Valley Utility, and Eastern Municipal Water District.

70. Fines, interest, or penalties levied against a PARTNER will be paid, independent of OBLIGATIONS COST, by the PARTNER whose actions or lack of action caused the levy. That PARTNER will indemnify and defend each other PARTNER.

71. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS COST only after those hired by PARTNERS to participate in OBLIGATIONS incur and pay those costs.

    Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Personnel Administration (DPA) rules current at the effective date of this agreement.

    If CITY invoices for rates in excess of DPA rates, CITY will fund the cost difference and reimburse CALTRANS for any overpayment.

72. The cost of non-IQA engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds are subject to the current Program Functional Rate. Local funds are subject to the current Program Functional Rate

and the current Administration Rate. CALTRANS periodically adjusts the Program Functional Rate and the Administration Rate.

73. If CALTRANS reimburses CITY for any costs later determined to be unallowable, CITY will reimburse those funds.

74. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is an OBLIGATIONS cost.

75. Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this agreement to place the right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

    That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

76. If there are insufficient funds in this agreement to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTNER implementing commitments or conditions accepts responsibility to fund these activities, as they apply to each PARTNER's responsibilities, until such time as PARTNERS amend this agreement.

    Each PARTNER may request reimbursement for these costs during the amendment process.

77. PARTNERS will pay invoices within 30 calendar days of receipt of invoice.

Cost: Environmental Permits, Approvals and Agreements

78. The cost of coordinating, obtaining, complying with, implementing, and if necessary renewing and amending resource agency permits, agreements, and/or approvals is an OBLIGATIONS COST.

Cost: CONSTRUCTION Support

79. The cost to maintain the SHS within PROJECT limits is an OBLIGATIONS COST until PARTNERS execute a separate maintenance agreement.

80. Each PARTNER listed below may submit invoices for CONSTRUCTION Support for source inspection:
    - CALTRANS may invoice CITY

81. PARTNERS will exchange funds for actual costs up to a maximum of $65,000.

CALTRANS will invoice CITY for $10,000 initial deposit 30 working days prior to the construction contract bid advertisement date. This deposit represents two (2) months' estimated support costs for source inspection.

Thereafter, CALTRANS will submit to CITY monthly invoices for estimated monthly costs based on the prior month's actual expenditures.

After PARTNERS agree that all WORK is complete, CALTRANS will submit a final accounting for all OBLIGATIONS COSTS. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this agreement.

Cost: CONSTRUCTION Capital

82. The cost of all SFM is a CONSTRUCTION CAPITAL cost.

CALTRANS will invoice CITY for the actual cost of any SFM as a CONSTRUCTION CAPITAL cost.

After PARTNERS agree that all WORK is complete, CALTRANS will submit a final accounting for all SFM costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this agreement.

SCHEDULE

83. PARTNERS will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN. The Project Manager must approve the PROJECT MANAGEMENT PLAN before the encroachment permit for construction is issued.

GENERAL CONDITIONS

84. PARTNERS understand that this agreement is in accordance with and governed by the Constitution and laws of the State of California. This agreement will be enforceable in the State of California. Any PARTNER initiating legal action arising from this agreement will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this agreement resides, or in the Superior Court of the county in which PROJECT is physically located.

85. All OBLIGATIONS of CALTRANS under the terms of this agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.

86. Any PARTNER performing IQA does so for its own benefit. No one can assign liability to that PARTNER due to its IQA activities.

87. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this agreement.

It is understood and agreed that CALTRANS will fully defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this agreement.

88. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this agreement.

It is understood and agreed that CITY will fully defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY and/or its agents under this agreement.

89. PARTNERS do not intend this agreement to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. PARTNERS do not intend this agreement to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.

90. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this agreement.

91. PARTNERS will not interpret any ambiguity contained in this agreement against each other. PARTNERS waive the provisions of California Civil Code section 1654.

92. A waiver of a PARTNER's performance under this agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this agreement does not constitute an amendment to or negate all other articles or sections of this agreement.

93. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

94. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within 30 calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.

95. PARTNERS will first attempt to resolve agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the Director of Public Works/City Engineer of CITY will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

    Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this agreement. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

    Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.

    PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this agreement or to enforce the provisions of this article including equitable relief.

96. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

97. If any provisions in this agreement are deemed to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other agreement provisions invalid, inoperative, or unenforceable, and PARTNERS will automatically sever those provisions from this agreement.

98. PARTNERS intend this agreement to be their final expression and supersede any oral understanding or writings pertaining to OBLIGATIONS.

99. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this agreement to include completion of those additional tasks.

100. PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.

101. This agreement will terminate upon OBLIGATION COMPLETION or an amendment to terminate this agreement, whichever occurs first.

However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

102. The following documents are attached to, and made an express part of this agreement: SCOPE SUMMARY, FUNDING SUMMARY.

DEFINITIONS

CALTRANS – The California Department of Transportation

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at http://www.dot.ca.gov/hq/projmgmt/guidance.htm.

CEQA (California Environmental Quality Act) – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

CFR (Code of Federal Regulations) – The general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

CONSTRUCTION CAPITAL – See PROJECT COMPONENT.

CONSTRUCTION SUPPORT – See PROJECT COMPONENT.

COOPERATIVE AGREEMENT CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this agreement and in all amendments to this agreement.

COST – The responsibility for cost responsibilities in this agreement can take one of three assignments:

- **OBLIGATIONS COST** – A cost associated with fulfilling OBLIGATIONS that will be funded as part of this agreement. The responsibility is defined by the funding commitments in this agreement.
- **PROJECT COST** – A cost associated with PROJECT that can be funded outside of OBLIGATIONS. A PROJECT COST may not necessarily be part of this agreement. This responsibility is defined by the PARTNERS' funding commitments at the time the cost is incurred.
- **PARTNER COST** – A cost that is the responsibility of a specific PARTNER, independent of PROJECT.

FHWA – Federal Highway Administration

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at www.fhwa.dot.gov/topics.htm.

FUNDING PARTNER – A PARTNER that commits a defined dollar amount to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds identified on the FUNDING SUMMARY under its name.

FUNDING SUMMARY – The table that designates an agreement's funding sources, types of funds, and the PROJECT COMPONENT in which the funds are to be spent. Funds listed on the FUNDING SUMMARY are "not-to-exceed" amounts for each FUNDING PARTNER.

GAAP (Generally Accepted Accounting Principles) – Uniform minimum standards and guidelines for financial accounting and reporting issued by the Federal Accounting Standards Advisory Board that serve to achieve some level of standardization. See http://www.fasab.gov/accepted.html.

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.

HM-2 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

IMPLEMENTING AGENCY – The PARTNER responsible for managing the scope, cost, and schedule of a PROJECT COMPONENT to ensure the completion of that component.

IQA (Independent Quality Assurance) – Ensuring that IMPLEMENTING AGENCY's quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan (QMP). IQA does not include any work necessary to actually develop or deliver WORK or any validation by verifying or rechecking work performed by another partner.

NEPA (National Environmental Policy Act of 1969) – The federal act that establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

OBLIGATION COMPLETION – PARTNERS have fulfilled all OBLIGATIONS included in this agreement, and all amendments to this agreement, and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

OBLIGATIONS – All responsibilities included in this agreement.

OBLIGATIONS COST – See COST.

OMB (Office of Management and Budget) – The federal office that oversees preparation of the federal budget and supervises its administration in Executive Branch agencies.

PARTNER – Any individual signatory party to this agreement.

PARTNERS – The term that collectively references all of the signatory agencies to this agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER's individual actions legally bind the other partners.

PROJECT – The undertaking to improve the eastbound ramp configuration at Moreno Beach Drive on SR-60 in the city of Moreno Valley and construct auxiliary lanes for the eastbound portion of the freeway between the Nason Street overcrossing and the Moreno Beach Drive overcrossing.

PROJECT COMPONENT – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- **PID (Project Initiation Document)** – The activities required to deliver the project initiation document for PROJECT.
- **PA&ED (Project Approval and Environmental Document)** – The activities required to deliver the project approval and environmental documentation for PROJECT.
- **PS&E (Plans, Specifications, and Estimate)** – The activities required to deliver the plans, specifications, and estimate for PROJECT.
- **R/W (Right of Way) SUPPORT** –The activities required to obtain all property interests for PROJECT.
- **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for PROJECT.
- **CONSTRUCTION SUPPORT** – The activities required for the administration, acceptance, and final documentation of the construction contract for PROJECT.
- **CONSTRUCTION CAPITAL** – The funds for the construction contract.

PROJECT COST – See COST.

PROJECT MANAGEMENT PLAN – A group of documents used to guide a project's execution and control throughout that project's lifecycle.

QMP (Quality Management Plan) – An integral part of the Project Management Plan that describes IMPLEMENTING AGENCY's quality policy and how it will be used.

RESIDENT ENGINEER – A civil engineer licensed in the State of California who is responsible for construction contract administration activities. Said engineer must be independent of the design engineering company and the construction contractor.

SAFETEA-LU – Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users

SCOPE SUMMARY – The attachment in which each PARTNER designates its commitment to specific scope activities within each PROJECT COMPONENT as outlined by the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at http://www.dot.ca.gov/hq/projmgmt/guidance.htm.

SHS (State Highway System) – All highways, right of way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

SPONSOR – Any PARTNER that accepts the responsibility to establish scope of PROJECT and the obligation to secure financial resources to fund PROJECT. SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT scope. If a PROJECT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

SFM (State Furnished Material) – Any materials or equipment supplied by CALTRANS.

WORK – All scope activities included in this agreement.

CONTACT INFORMATION

The information provided below indicates the primary contact data for each PARTNER to this agreement. PARTNERS will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this agreement.

The primary agreement contact person for CALTRANS is:
Jamal Elsaleh, Program/Project Management Office Chief
464 W. Fourth Street
San Bernardino, California 92401-1400
Office Phone: (909) 383-6710
Email: jamal.elsaleh@dot.ca.gov

The primary agreement contact person for CITY is:
Margery Lazarus, Senior Engineer, P.E.
P.O. Box 88005
Moreno Valley, California 92552-0805
Office Phone: (951) 413-3133
Email: margeryl@moval.org

SIGNATURES

PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

APPROVED

By: _____
RAYMOND W. WOLFE, PhD
Deputy District Director

P.D. Date: 1/4/12

CERTIFIED AS TO FUNDS:

By: _____
LISA PACHECO
District Budget Manager

Date: 12/23/11

CITY OF MORENO

APPROVED

By: _____
HENRY GARCIA
for City Manager

Date: 12/19/11

APPROVED AS TO FORM AND PROCEDURE

By: _____
ROBERT L. HANSEN
for City Attorney

Date: 12-15-11

08-RIV-60-18.9/19.6
EA: 32301
District Agreement 08-1514
Project Number 0800000593

SCOPE SUMMARY

4	5	6	7	8	Description	CALTRANS	CITY	N/A
5	270				Construction Engineering and General Contract Administration		X	
		10			Construction Staking Package and Control		X	
		15			Construction Stakes		X	
		20			Construction Engineering Work		X	
		25			Construction Contract Administration Work		X	
			05		Secured Lease for Resident Engineer Office Space or Trailer		X	
			10		Set Up Construction Project Files		X	
			15		Pre-Construction Meeting		X	
			20		Progress Pay Estimates		X	
			25		Weekly Statement of Working Days		X	
			30		Construction Project Files and General Field Office Clerical Work		X	
			35		Labor Compliance Activities		X	
			40		Approved Subcontractor Substitutions		X	
			45		Coordination		X	
			50		Civil Rights Contract Compliance		X	
			99		Other Construction Contract Administration Products		X	
		30			Contract Item Work Inspection		X	
		35			Construction Material Sampling and Testing		X	
			05		Materials Sampling and Testing for Quality Assurance		X	
			10		Plant Inspection for Quality Assurance		X	
			15		Independent Assurance Sampling and Testing		X	
			20		Source Inspection	X		
		40			Safety and Maintenance Reviews		X	
		45			Relief From Maintenance Process		X	
		55			Final Inspection and Acceptance Recommendation		X	
		60			Plant Establishment Administration		X	
		65			Transportation Management Plan Implementation During Construction		X	
		80			Long-Term Environmental Mitigation/Mitigation Monitoring During Construction Contract		X	
		99			Other Construction Engineering and General Contract Administration		X	
5	275				Construction Engineering and General Contract Administration of Structures Work		X	
5	285				Contract Change Order Administration		X	
5	290				Resolve Contract Claims		X	
5	295				Accept Contract, Prepare Final Construction Estimate, and Final Report		X	
4	300				Final Right of Way Engineering		X	

PACT Version 10.1.2011_02_17

Initials / Date:
City Attorney: BMB Date: 1-9-12
City Manager: TMD Date: 1/10/12

FUNDING SUMMARY

Funding Source	Funding Partner	Fund Type	CON Capital	CON Support	Subtotal Support	Subtotal Capital	Subtotal Funds Type
LOCAL	CITY	City	$8,800,000	$450,000	$450,000	$8,800,000	$9,250,000
		Subtotals by Component	$8,800,000	$450,000	$450,000	$8,800,000	$9,250,000

MV00176840

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** ☐ a. bid/offer/application b. initial award c. post-award	**3. Report Type:** ☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known*: **Congressional District**, *if known*: 4c	**5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:** **Congressional District**, *if known*:	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $	
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Attachment "D"

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

LIST OF SUBCONSULTANTS

PROJECT NAME: _____

PROJECT NO: _____

CONSULTANT NAME: _____

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

Duplicate this form as necessary to report all subconsultant(s) information

Attachment "E"

PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) – PART I

The proposer shall list all subconsultants (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE subconsultants elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*

Distribution: 1) Original – Local Agency File

Attachment "F"

MV00176844

PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) – PART II

The proposer shall list all subconsultants who provided a quote or proposal but were not selected to participate as a subconsultant on this project. This is required fc compliance with Title 49, Section 26 of the Code of Federal Regulations. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*

Distribution: 1) Original – Local Agency File

MV00176845

EXHIBIT 10-O2 Local Agency Proposer DBE Information (Consultant Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

TOTAL CONTRACT AMOUNT ($): _____

PROPOSER'S NAME: _____

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified at the time proposals are due - include DBE address and phone number)	DOLLAR AMOUN T OF EACH DBE

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal-Aid Project Number: _____

Federal Share: _____

Contarct Award: _____

Total Claimed DBE Participation $ _____ _____ %

Local Agency certifies that the DBE certifications have been verified and all informations is complete and accurate.

Print Name Signature Date
Local Agency Representative

(Area Code) Telephone Number:

Signature of Proposer

Date (Area Code) Tel. No.

Person to Contact (Please Type or Print)

For Caltrans Review:

Print Name Signature Date
Caltrans District Local Assistance Engineer

Local Agency Proposer DBE Information (Consultant Contracts)
(Rev 6/27/09)

Distribution: (1) Copy - Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days after contract execution. Failure to send a copy to the DLAE within 15 days after contract execution may result in deobligation of funds for this project.
(2) Original - Local agency files

MV00176846

INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION (CONSULTANT CONTRACTS)

SUCCESSFUL PROPOSER:

The form requires specific information regarding the consultant or other contract: Local Agency, Location, Project Description, Total Contract Amount, Proposal Date, and successful Proposer's Name.

The form has a column for the Work Item Number and Description or Services to be Subcontracted to DBEs. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the prime consultant. Enter DBE prime consultant's and subconsultant's certification number. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on or before the proposals are due and include DBE address and phone number).

Enter the Total Claimed DBE Participation dollar amount of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe exact portion of time to be performed by the DBE.) See "Notice to Proposers Disadvantaged Business Enterprise Information," (Exhibit 10-I) to determine how to count the participation of DBE firms.

Exhibit 10-O2 must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Number, Federal-aid Project Number, Federal Share, and Contarct Award fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the deobligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

MV00176847

Ninyo & Moore
Geotechnical and Environmental Sciences Consultants

PROPOSAL FOR
MATERIALS TESTING AND GEOTECHNICAL SERVICES
SR-60 / MORENO BEACH DRIVE PHASE 1 IMPROVEMENTS PROJECT
EA 32301 / PROJECT NO. 07-41570024

PREPARED FOR:
City of Moreno Valley
Public Works Department
Capital Projects Division
14177 Frederick Street
Moreno Valley, California 92552-0805

PREPARED BY:
Ninyo & Moore
Geotechnical and Environmental Sciences Consultants
11650 Mission Park Drive, Suite 101
Rancho Cucamonga, California 91730

August 1, 2012
Proposal No. P-15614

Exhibit "B"

MV00176848

August 1, 2012
Proposal No. P-15614

City of Moreno Valley
Public Works Department
Capital Projects Division
14177 Frederick Street
Moreno Valley, California 92552-0805

Attn: Margery Lazerus, P.E., Senior Engineer

Subject: **Proposal for Materials Testing and Geotechnical Services**
SR-60/Moreno Beach Drive Phase 1 Improvements Program
EA 32301 / Project No. 07-41570024
City of Moreno Valley, California

Ninyo & Moore Geotechnical and Environmental Sciences Consultants is pleased to submit our proposal to provide materials testing and geotechnical consulting services to the City of Moreno Valley for the SR-60/Moreno Beach Drive Phase 1 Improvements Project. We fully understand the City's needs and desires for these services and are committed to providing the City with high quality and cost-effective geotechnical consulting services. We are ready to meet the City's requirements by making available a tailored team of dedicated professionals who have the resources and requisite experience with similar projects to meet your needs.

Some of the advantages Ninyo & Moore provides the City of Moreno Valley include:

- A proven track record as the geotechnical on-call consultant for many other cities in southern California, including the cities of Moreno Valley, Fontana (since 1995), Rancho Cucamonga, Irvine, Mission Viejo, and Rialto. Under these contracts Ninyo & Moore has performed geotechnical, environmental, and soils and materials testing services on numerous projects that are similar in type and scope to the City of Moreno Valley's planned Public Works/Capital Projects.

- Through the years of providing on-call services to public agencies, Ninyo & Moore has developed an effective and efficient approach to management of on-call/as-needed services contracts. Our approach, described in this Proposal, will be utilized on this contract to benefit the City of Moreno Valley.

- A team composed of highly experienced geotechnical engineers, geologists, inspectors, and field and laboratory technicians. Dr. Jalal Vakili, a Principal Engineer of Ninyo & Moore, will lead the team, and has the authority to draw on the entire resources of Ninyo & Moore for the timely and successful completion of the projects.

- Ninyo & Moore has maintained an office in the Inland Empire since 1993 and has performed many projects in the area. Our services will be coordinated from our Rancho Cucamonga office and geotechnical laboratory located at 11650 Mission Park Drive, Suite 101.

MV00176849

- As one of the largest geotechnical consulting firms in Southern California, Ninyo & Moore employs over 380 professionals, including numerous California-registered engineers and geologists and certified inspectors and technicians.

- Our field and laboratory technicians with certifications from ICC, NICET, ACI, and Caltrans. Our fully-equipped, in-house soil and material testing laboratories are accredited by Caltrans, American Association of State Highway and Transportation Officials (AASHTO), Cement and Concrete Reference Laboratory (CCRL), the City of Los Angeles, the Division of the State Architect, and many other public agencies.

- Ninyo & Moore is a Minority Business Enterprise bringing 100% MBE participation to this contract.

We are fully prepared to make every possible commitment needed for the successful and timely completion of any project assigned to us. Your favorable consideration of this proposal is appreciated, and we look forward to being of service to the City of Moreno Valley.

Sincerely,
NINYO & MOORE

Jalal Vakili, Ph.D., P.E.
Principal Engineer

JBR/AR/JV/glw

Distribution: (5) Addressee (1 unbound, 3 bound, 1 Compact Disc)

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INTRODUCTION

Ninyo & Moore is pleased to submit this proposal for materials testing and geotechnical consulting services during construction of the State Route 60/Moreno Beach Drive Phase 1 Improvement Project in Moreno Valley, California. We have prepared our proposal based on the RFP dated July 3, 2012. Based on our review of the project plans and special provisions, we understand that the project will generally consist of realigning the SR-60/Moreno Beach eastbound off-and-on-ramps, adding an eastbound auxiliary lane, installation of a new traffic signal at the new intersection of the eastbound ramps and Moreno Beach Drive, adding a retaining wall, adding ramp metering, extension of Eucalyptus Avenue to Moreno Beach Drive, modification of the traffic signal at the intersection of Eucalyptus and Moreno Beach Drive, coordination of utility relocations, irrigation, and related work. We understand that our services will include sampling and testing during embankment construction (earthwork), structure backfill, trench backfill, wall backfill, subgrade preparation, aggregate base placement, asphalt concrete pavement placement, structural concrete placement, and batch plant inspections. Testing will be performed in general accordance with Caltrans test methods and test frequencies as described in the Caltrans Construction Manual and Standard Specifications, City of Moreno Valley Specifications, Eastern Municipal Water District (EMWD), Riverside County Flood Control and Water Conservation District (RCFCD), and California Occupational Safety and Health Administration (OSHA) Construction Safety Orders.

Our services to the City of Moreno Valley will be provided from our Rancho Cucamonga office and soils and materials laboratory, located at 11650 Mission Park Drive, Suite 101, Rancho Cucamonga, California 91730. The telephone number for our Rancho Cucamonga office is (951) 758-5960, and the fax number is (951) 758-5966. Dr. Jalal, Vakili, a Principal Engineer for Ninyo & Moore, has the authorization to negotiate and enter into contracts on behalf of Ninyo & Moore and will serve as the point-of-contact during the proposal evaluation period. Dr. Vakili's e-mail address is jvakili@ninyoandmoore.com.

REQUIRED STATEMENTS

As required in the City of Moreno Valley's RFP, we are providing the following required statements.

"Ninyo & Moore incorporates the City of Moreno Valley's Request for Proposal for Professional Consultant Services SR-60 / Moreno Beach Drive Phase 1 Improvements Project, EA 32301, Project No. 07-41570024 in its entirety into this Proposal for materials testing and geotechnical services."

"The City of Moreno Valley's Request for Proposal for Professional Materials Testing Geotechnical Services and this Proposal will jointly become part of the Agreement for Professional Materials Testing and Geotechnical Services for this project when the said agreement is fully executed by Ninyo & Moore and the Mayor or City Manager of Moreno Valley."

"Our services to be provided, and fees therefore, will be in accordance with the City of Moreno Valley's Request for Proposal for Professional Materials Testing and Geotechnical Services except as otherwise specified in our proposal under the heading "Additions or Exceptions to the City's Request for Proposal for Professional Materials Testing and Geotechnical Services."

"Ninyo & Moore acknowledges and understands that it will not be allowed to change its subconsultant without written permission from the City."

"Our services for geotechnical and materials testing services will be performed on an hourly basis with a not-to-exceed fee, based on assumed scope of services and detailed man-hour and laboratory testing estimates."

"Ninyo & Moore will document and provide the results of our work to the satisfaction of the City of Moreno Valley in accordance with the contract documents."

"Ninyo & Moore will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work".

"Ninyo & Moore will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin."

"Ninyo & Moore will comply with federal, state and local laws and regulations in performing our services. In case of conflict between federal, state, and local laws or regulations, the strictest shall be adhered to."

"Ninyo & Moore will allow all authorized federal, state, county and City officials access to place of work, books, documents, papers, fiscal, payroll materials, and other relevant contract records pertinent to the special project. All relevant records shall be retained by Ninyo & Moore for at least three years."

"Ninyo & Moore will comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to said regulations, entitled 'Federal Labor Standards Provisions,' 'Federal Prevailing Wage Decision' and State of California prevailing rates, respectively."

"Ninyo & Moore will comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulations (29 CFR 3) issued pursuant thereto, and any amendments thereof."

"Ninyo & Moore offers and agrees to assign to the City of Moreno Valley all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works of the subcontract. This agreement shall be made and become effective at the time the City tenders final payment to Ninyo & Moore, without further acknowledgement by the parties."

ADDITIONS OR EXCEPTIONS TO THE CITY RFP

Ninyo & Moore takes no exceptions and has no additions to the City of Moreno Valley's Request for Proposal for Professional Geotechnical and Materials Testing Services, SR-60 / Moreno Beach Drive Phase 1 Improvement Project, EA 32301, Project No. 07-41570024.

GENERAL EXPERIENCE AND QUALIFICATIONS

Ninyo & Moore, a California Corporation, is a minority-owned, multidisciplinary consulting firm that provides high-quality geotechnical and environmental consulting, as well as materials testing and inspection services. The firm was incorporated in 1986 to provide consulting services in geotechnical engineering, construction inspection and testing, engineering geology, hydrogeology, hazardous waste remediation and environmental assessment. Ninyo & Moore has the necessary professional personnel and equipment to perform the requested professional. Ninyo & Moore will utilize the services of Axiom Engineering & Science Corporation, Inc. (Axiom), a certified UDBE/DBE for this project. Axiom will provide materials testing services that will complement our team and resources by bringing their expertise as well as their certified inspectors and technicians. Having graduated from the DBE program, Ninyo & Moore acknowledges the importance of opportunities provided to DBE firms by the larger firms working on major public works projects. We will also utilize the services of drilling subcontractors for exploratory field explorations, if these services are requested.

Ninyo & Moore has the financial resources and organizational capabilities to conduct and complete the proposed work for the City of Moreno Valley and is financially strong, as rated by Dun and Bradstreet (Number 15-410-4079). We are committed to being responsive, thorough, technically sound, and active in the business community. Ninyo & Moore serves its clients through offices located in:

- Rancho Cucamonga
- Irvine
- Los Angeles
- San Diego
- Oakland
- San Francisco
- Sacramento
- San Jose
- Phoenix, Arizona
- Prescott, Arizona
- Las Vegas, Nevada
- Carson City, Nevada
- El Paso, Texas
- Denver, Colorado

The quality of Ninyo & Moore's personnel base of over 400 employees is widely recognized. Our staff of professionals includes experienced and California licensed geotechnical engineers, civil engineers, environmental engineers, engineering geologists, hydrogeologists, environmental scientists, certified technicians and field inspectors, and hazardous waste and regulatory compliance specialists. Our materials testing and inspection personnel are certified by various agencies including Caltrans, International Code Council (ICC), American Welding Society (AWS), California Division of the State Architect (DSA), American Concrete Institute (ACI) as well as other certifying organizations.

The experience of Ninyo & Moore's geotechnical staff encompasses projects throughout the southwestern United States, including evaluations for roads, bridges, highways, municipal and commercial structures, educational, medical and recreational facilities, pipelines, tunnels, reservoirs, treatment plants, power plants, dams, waste-to-energy facilities, tanks, transmission towers, harbors and offshore structures, railroads, airports, low- and high-rise struc-

tures, landfills, and other public and private works. Our environmental staff has diverse experience in environmental assessments, water quality evaluations, environmental audits, regulatory compliance studies, water resources development, soil and groundwater contamination studies, and site remediation.

Ninyo & Moore performs the necessary geotechnical laboratory testing in-house, in one of our three fully-equipped, certified geotechnical and construction materials laboratory facilities in southern California. We have included certifications for our Irvine and Rancho Cucamonga laboratories in an Appendix to this proposal. Our laboratories are supervised by registered engineers and are certified by the City of Los Angeles, Caltrans, California Division of the State Architect (DSA), American Association of State Highway and Transportation Officials (AASHTO), Cement and Concrete Reference Laboratories (CCRL), the U.S. Army Corps of Engineers, and other regulatory agencies. As part of our laboratory accreditation, we have written quality control procedures for laboratory testing, which includes training and certification of both our laboratory personnel and testing equipment.

Ninyo & Moore also has both geotechnical and environmental quality assurance/quality control programs which facilitate compliance with project performance standards, schedules and budgets. These comprehensive quality assurance plans utilize management approach procedural manuals that delineate the interrelationship between management and design team components and describe specific quality control procedures to be used. The programs address data generation, management, and quality assessment guidelines for sampling and analysis procedures, as well as methods of corrective action. The quality assurance program manuals are available for review upon request.

Ninyo & Moore is committed to a policy of equal opportunity for applicants and employees in all areas of the employer-applicant and employer-employee relationship. This policy includes affirmative recruiting as well as hiring, promotion, transfer, discipline, layoff, recall, and termination of all persons on the basis of qualifications, competence, and merit without regard to any individual's sex, race, color, religion, national origin, ancestry, pregnancy, age, marital status, medical condition, veteran status, sexual orientation, or mental or physical disability, including AIDS or HIV-positive status.

Capacity to Accomplish Work Assignments and the Availability of Personnel

The firm's large base of professionals enables Ninyo & Moore to be responsive to client needs and to successfully complete project tasks on time. Current and anticipated work loads are such that there are more than an adequate number of experienced personnel that can be assigned to complete services for any size project. Currently, backlog for geotechnical and environmental professionals is less than 75 percent of current capacity.

Ninyo & Moore has established effective management control systems, have integrated them for efficient project administration, and have trained staff to respond quickly and efficiently to task orders and project situations as they arise in order to meet project deadlines. Having completed many complex projects within strict time constraints, Ninyo & Moore has developed flexible management systems which allow project managers to draw on experienced technical and administrative personnel throughout the company. This allows the use of a wide-ranging personnel base at reduced cost to the project and has resulted in efficient budget control and adherence to project schedules. Contract needs are met by assigning appropriate resources (experienced personnel and equipment) as needed to meet specific project requirements. To further meet these project schedules, personnel are available for weekend and/or around-the-clock efforts. Ninyo & Moore's proposed project personnel possess the appropriate licenses and certifications needed for this project.

Ninyo & Moore has assembled a team of highly qualified and experienced personnel for this important contract. Ninyo & Moore has the personnel resources to replace one or more of our key personnel with equal competency with written City approval, in the unlikely event that one our key personnel become unavailable. As previously mentioned, we have developed an on-call contract management approach that has been developed to respond efficiently to our client's needs through our project manager. As indicated on our organization chart, our project manager will be the single point-of-contact for the City.

Ninyo & Moore's field staff is highly experienced and qualified to provide testing and inspection services for an extensive range of project requirements. Ninyo & Moore's field and laboratory technicians maintain certifications with Caltrans, ACI, ICC, DSA, OSHA, and NICET, and possess a working knowledge of the requirements and procedures as specified by these agencies. Our proposed field and laboratory technicians are extensively experienced at providing geotechnical soils and materials testing services for construction projects and are fully available for this contract.

Resource Allocation Matrix

Tasks	Individual	Hours Available
Project Coordination and Technical Support	Principal Engineer/Geologist	2 hours
	Project Engineer/Geologist	80 hours
Pre-Construction Meeting	Project Engineer	2 hours
Field Services:		
Earthwork and Embankment	Field Technician	200 hours
Structure Backfill and Trench Backfill	Field Technician	120 hours
Subgrade and Aggregate Base	Field Technician	120 hours

Tasks	Individual	Hours Available
Hot Mix Asphalt (HMA)	Field Technician	140 hours
Portland Cement Concrete	Field Technician	20 hours
Batch Plant Inspector	Field Technician	160 hours
Sample Pick Up	Field Technician	10 hours
Report Preparation	Principal Engineer/Geologist	2 hours
	Project Engineer/Geologist	6 hours
	Secretarial/Clerical	6 hours

Project Experience

Based on our review of the RFP, the following are some of Ninyo & Moore's relevant projects successfully completed by our staff that demonstrates our competence to perform work similar in scope and magnitude required for the City of Moreno Valley.

City of Moreno Valley/Indian at Bay Traffic Signals, Moreno Valley, California
Client: City of Moreno Valley Public Works Department,
14177 Frederick Street, Moreno Valley, CA 92552
Contact: Margery Lazarus, 951/413-3133

Ninyo & Moore was retained to provide "On-Call" Geotechnical services for the construction of the Traffic Signals at Indian Street and Bay Avenue project. Improvements consisted of removal and reconstruction of sections of the roadway, new curb & gutter, sidewalk, signing, striping, and traffic signalization improvements. The new pavement section was 4 inches asphalt concrete over 8 inches of aggregate base. Our services included project coordination and management with the client construction manager. Our field services included field sampling and testing during earthwork construction, aggregate base placement, and asphalt concrete placement in order to evaluate the materials conformance with the project specifications. Our laboratory services included maximum density/optimum moisture content, and asphalt concrete maximum density. Our test data and daily field reports were submitted to the client.

City of Moreno Valley/ Lasselle at JFK Traffic Signals, Moreno Valley, California
Client: City of Moreno Valley Public Works Department,
14177 Frederick Street, Moreno Valley, CA 92552
Contact: Margery Lazarus, 951/413-3133

Ninyo & Moore was retained to provide "On-Call" Geotechnical services for the construction of the Traffic Signals at Lasselle Street and John F. Kennedy Drive project. Improvements consisted of removal and reconstruction of sections of the roadway, new curb & gutter, sidewalk, signing, striping, and traffic signalization improvements. The new pavement section was 4 inches asphalt concrete over 8 inches of aggregate base. Our services included project coordination and management with the client construction manager. Our field services included field sampling and testing during earthwork construction, aggregate base placement, and asphalt concrete placement in order to evaluate the materials conformance with the project specifications. Our laboratory services included

maximum density/optimum moisture content, Extraction, % asphalt, including gradation, and asphalt concrete maximum density. Our test data and daily field reports were submitted to the client.

Nutmeg Overcrossing at Interstate 15, Murrieta, California

Client: City of Murrieta , Department of Public Works
26442 Beckman Court, Murrieta, CA 92562

Contact: Mr. Russ Napier; 951-798-1040 *(no longer with agency)*

Ninyo & Moore was retained by the City of Murrieta to provide soils and materials testing services during the construction of the Nutmeg Overcrossing at the Interstate 15 (I-15) freeway in Murrieta, California. The overcrossing, designed in accordance with Caltrans specifications, will have four travel lanes (two lanes in each direction) and consists of a two-span, cast-in-place, prestressed box girder structure supported by two abutments and a center three-column bent. The bent is supported by on spread footing and each abutment is supported on 21 driven steel piles. Ninyo & Moore's services during construction included Quality Assurance and acceptance testing utilizing standard California Test Methods, in accordance with the Caltrans Construction Manual, Standard Specifications, Standard Plans, and the project's Special Provisions. Our services included providing Caltrans certified batch plant inspectors, field technicians, and laboratory technicians to perform the required materials sampling and testing. Our batch plant inspection services included inspection and sampling at the plants during production of asphalt and Portland cement concrete materials. Field sampling and testing of concrete for structures, pavement and miscellaneous items was also in our scope of services. Our field services included soil compaction testing during the abutment embankment construction, structure backfill, utility trench backfill, aggregate base, and asphalt concrete pavement placement operations. Collected construction material samples were tested in our Caltrans certified laboratory by our Caltrans certified laboratory technicians. Laboratory test results were reported and filed in accordance with Caltrans documentation procedures, as well as daily reports of our plant inspections and field testing services.

SR 215 Segments 1 & 2 Project, San Bernardino, California

Client: San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715

Contact: Mr. Sagar Pandey; 909/884-8276

Ninyo & Moore was retained to provide materials testing and inspection services during construction of the SR 215 Segments 1 & 2 project in San Bernardino, California. The project consists of widening and realignment of approximately 2.4 miles of the existing SR 215. The construction will accommodate 4 mixed flow lanes and 1 high occupancy vehicle lane in each direction. The project is anticipated to be constructed in several phases and will include site improvements including 39 CIP and MSE retaining walls, 8 new bridges, 5 bridge replacements, 2 bridge widenings, 1 connector replacement, 1 new connector, and 9 bridge removals, masonry block walls, sound walls, concrete flatwork, Portland cement concrete paving, asphalt concrete paving, drainage structures, utility relocations, striping, lighting, and signage improvements.over an approximately 4 year period. Services include construction observation and intermittent field and laboratory testing of the construction materials used in the proposed project. Services also include observation, sampling and testing during embankment construction (earthwork), structure backfill, trench backfill, subgrade prepararation, aggregate base placement, lean concrete base placement, Portland cement concrete pavement, asphalt concrete pavement placement, structural concrete placement, and batch plant inspections. Testing is being performed in general accordance with Caltrans test methods and test frequencies as described in the Caltrans Testing is being performed in general accordance with Caltrans test methods and test frequencies as described in the Caltrans Construction Manual and Standard Specifications.

I-5 Gateway Project, (Orange County to Los Angeles County)

Client: Caltrans c/o Caltrop
1851 East First Street, Suite 1260, Santa Ana, CA 92705

Contact: Mr. Derich Sukow, 714-426-0595

The project consisted of reconstructing and widening the existing I-5 Freeway from the 91 Freeway interchange to the Los Angeles County line. The construction included removal and replacement of 4 bridges including the Artesia Boulevard Bridge, Western Avenue Bridge, Beach Boulevard Bridge and Stanton Avenue Bridge. The project also included construction of 10 new retaining walls. The retaining wall designs included driven piles, cast-in-drilled-hole (CIDH) piles, spread footings, tie-back anchors and decorative concrete. The adjacent on-ramps and off-ramps were also widened and/or reconstructed. The I-5 main line was reconstructed and lowered in some areas by approximately one meter and raised in other areas by up to approximately four meters. Several of the new foundations had to be constructed near or below the ground water elevation. The working hours often included night shift and weekends.

Our services included project coordination, management and technical support. Our field services included sampling and testing of structural concrete, asphalt concrete (AC), asphalt treated permeable base (ATPB), embankment fill, lean concrete base (LCB), cement treated base (CTB), aggregate base (AB) and polymer concrete overlay. Our services included batch plant inspection during production of asphalt concrete and structural concrete. A mobile lab was set up on-site to help speed up the turn around time on some of the lab tests. Our laboratory testing services included California Impact Test, R-Value, sieve analysis, sand equivalent, AC extraction and gradation, AC maximum density, aggregate cleanness value, durability, percent crushed particles and LA rattler, concrete compressive strength and flexural strength testing and mix design review. Our testing services were performed in general accordance with Caltrans and ASTM test methods and test frequencies.

EXPERIENCE OF KEY PERSONNEL

Dr. Jalal Vakili will serve as Principal-in-Charge for the duration of the contract. Dr. Vakili has a Ph.D. in Geotechnical Engineering, a M.S. degree in Applied Mechanics, and a B.S. degree in Civil Engineering. He is a California-registered civil engineer with over 44 years experience in providing geotechnical services for public work and infrastructure projects for cities, counties, Caltrans, and other State and municipal agencies. His experience includes street improvements; bridges and retaining walls; highways and major transportation corridors; sewers, pipelines, dams and flood control structures; and residential and commercial developments. Dr. Vakili's background includes teaching and performing quality research in the field of geotechnical engineering. Dr. Vakili has been a Principal Engineer at Ninyo & Moore for over 16 years and has been the Principal-in-Charge for many of Ninyo & Moore's on-call contracts with the cities of Moreno Valley, Fontana, Rancho Cucamonga, Rialto, Pasadena, Irvine, and Mission Viejo, Riverside County Transportation Commission (RCTC), Caltrans, the Los Angeles County Department of Public Works, Orange County Sanitation District, Orange County Transportation Authority (OCTA), and John Wayne Airport.

Our project manger will be Mr. Kurt Yoshii. Mr. Yoshii graduated from the University of California, Berkeley with a B.S. degree in Civil Engineering and is a licensed Civil and Geotechnical Engineer in California with over 21 years of experience. For the past 15 years, Mr. Yoshii has been employed at Ninyo & Moore where he has personally

performed various aspects of geotechnical engineering, from site development and planning through construction, field exploration, including sampling and logging, laboratory testing, geotechnical analyses and report preparation. He has also managed numerous construction services projects, which have included mass grading operations, deep excavations, de-watering, ground modification, deep foundation construction, roadway, highway and bridge construction, as well as construction materials testing and inspection services for DSA and OSHPD projects. Mr. Yoshii will be the single point-of-contact for the City on this contract and can be contacted at our Rancho Cucamonga office and laboratory located at 11650 Mission Park Drive, Suite 101, Rancho Cucamonga, California, (909) 758-5960. Mr. Yoshii will be responsible for performing the requested services in accordance with the contract requirements and budget of the specific task order assignments. Mr. Yoshii has managed contracts for public agencies which include Caltrans, the Los Angeles County, Department of Public Works, Orange County Transportation Authority (OCTA), Riverside County Transportation Commission (RCTC), John Wayne Airport, Newport-Mesa Unified School District, and City of Fontana. His geotechnical design experience includes roadways, highways, and bridges, transportation facilities for Caltrans, utility lines, power plants, cell towers, public facilities, including schools, which are performed under technical review of the Division of the State Architect (DSA), and health care facilities and hospitals, under the technical review of the Office of Statewide Heath Planning Development (OSHPD). Mr. Yoshii's strengths lie in establishing and maintaining open communication lines with his clients and effectively managing our in-house and subconsultant resources to deliver high quality and prompt services to our clients.

Ninyo & Moore's commitment to quality is evidenced by our written Quality Assurance Manual, which is administered internally by Mr. Lawrence Lovett, Principal Engineer, who is a licensed Quality Engineer in California as well as a licensed Civil Engineer. Mr. Lovett holds a B.S. degree in Civil Engineering from the University of Maryland as well as a Masters Degree in Business Administration from the City University of New York, and has over 40 years of experience.

A summary of our Key Technical personnel is provided in the following table. Comprehensive resumes can be provided on request.

Table 1 – Key Project Team

Team Members	Function	Education	Registrations/Certifications	Years Exp.
Jalal Vakili	Principal-in-Charge	Ph.D. Geotechnical Engineering M.S. Applied Mechanics B.S. Civil Engineering Construction Quality Management for Contractors, Corps of Engineers Training Course	Registered Civil Engineer, CA, RCE 45350 (Exp. 6/30/12) Professional Engineer, Nevada, PE 12269 (Exp. 6/30/12) Professional Engineer, Utah PE 9734155932202 Professional Engineer, Arizona PE 33062 Professional Engineer, Idaho PE4470	44
Kurt Yoshii	Project Manager	B.S. Civil Engineering	Registered Civil Engineer, CA RCE 54759 (Exp. 12/31/11) Registered Geotechnical Engineer, CA, GE 2508 (Exp. 12/31/11)	21
Lawrence Lovett	Technical Advisor	B.S. Civil Engineering M.B.A.	Registered Civil Engineer, CA, RCE 50994 (Exp. 09/30/11) Registered Quality Engineer, CA, QE 3960 (Exp. 03/31/11)	48
Phil Nekoranec	Field Operations Manager	Caltrans TL-0111 Certification Pacific Nuclear Gauge Operator Certification ACI Concrete Field Technician OSHA 40-hour Hazardous Waste Operations and Emergency Response Certification		13
Phil Allen	Lead Inspector	ACI Field Testing Technician Grade 1 Nuclear Gauge Use Operator ICC Reinforced Concrete ICC Prestress Concrete ICC Masonry ICC Structural Steel Welding and Bolts ICC Fireproofing		6

Subconsultant

Ninyo & Moore maintains a comprehensive list of certified D/M/W/DVBE firms and contacts these firms on a regular basis for subcontracting needs. Ninyo & Moore will utilize the subcontractor, listed in the following table, to successfully complete the project services.

Firm Name/Address	Contact	Project Experience
Axiom Engineering & Science Corporation (DBE) 1322 Bell Avenue, Suite 1G Tustin, California 92780	Mr. Johnathan Hou, P.E, G.E. 714/247-1002	• **Blue Line Operations and Maintenance Facilities Expansion Project** – Provided preliminary engineering services **Client:** Los Angeles Metropolitan Transportation Authority **Contact:** Mr. David Chong, 213/922-3629 • **NASA / Jet Propulsion Laboratory (JPL):** Provided renovation and redesign of 2 ½ miles of NASA Road. **Client:** NASA/Jet Propulsion Laboratory **Contact:** Mr. Sunil Gera, 626/305-6334 • **Various School Projects, Southern California:** In Coordination with DSA review and approval **Client:** Los Angeles Unified School District **Contact:** Mr. Albert Leung, 213/241-5134 • **I-5 and I-805 Bridge Inspections Project** - Provided construction inspection services for several bridges on this project. **Client:** Morrison-Knudsen (no longer in business)

Axiom, a certified DBE, is a full service professional engineering, architectural, construction management, inspectors, and materials testing company established in 1984. Axiom has successfully completed over hundreds of major projects since its exception of the firm. The projects include transportation facilities, bridges, educational, commercial, industrial and power generation facilities, and public works projects. Axiom maintains a materials testing laboratory which provides soils and concrete testing in accordance with the ASTM and acceptable industry standards. Their laboratory is certified by Caltrans under its IA Program for testing laboratories.

Ninyo & Moore hereby acknowledges and understands that it will not change the subconsultant without written permission from the City.

Project Approach and Understanding

Our approach to service contracts begins with the assignment of a highly qualified and experienced project manager with technical knowledge required for this contract. Our project manager will be the single point-of-contact for the City during the contract period and will be responsible for contract administration and technical coordination of our staff to perform the required tasks on time and within budget. The overall contract budget is tracked and maintained, and reported to the client on a monthly basis. Our Project Manager will meet with the City's representative(s) as needed to discuss the details of the project, as well as to clarify the project-specific issues to be addressed through our materials testing and geotechnical services.

Based on our review of the project plans and special provisions, we understand that the project will generally consist realigning the SR-60/Moreno Beach Eastbound off-and-on-ramps, adding an Eastbound auxiliary lane, installation of new traffic signal at the new intersection of the Eastbound ramps and Moreno Beach Drive, adding a retaining wall, adding ramp metering, extension of Eucalyptus Avenue to Moreno Beach Drive, modification of the traffic signal at the intersection of Eucalyptus Avenue to Moreno Beach Drive, coordination of utility relocations, irrigation and related work. We understand that our services will include, sampling and testing during embankment construction (earthwork), structure backfill, trench backfill, wall backfill, subgrade preparation, aggregate base placement, asphalt concrete pavement placement, structural concrete placement, and batch plant inspections. Testing will be performed in general accordance with Caltrans test methods and test frequencies as described in the Caltrans Construction Manual and Standard Specifications, City of Moreno Valley Specifications, Eastern Municipal Water District (EMWD) and Riverside county Flood Control and Water Conservation District (RCFCD).

Based on our understanding of the proposed construction and project plans, our scope of services will be as follows:

- Project coordination and management, including reviewing the project geotechnical reports, plans, specifications and special provisions, and providing test data summary reports
- Review project schedules and related sampling, testing and submittal requirements from the contractor for conformance to the plans and specifications.
- Attendance at pre-construction meetings and as-needed field meetings, as requested.
- Assist with monitoring and reporting of the contractor's extra work related to sampling, testing and reporting along with assisting with change orders as they relate.
- Review unknown, unforeseen and changed conditions that occur, and disputed work claims from the contractor as it relates and recommend a course of action to the engineer.
- Provide labor compliance reports and certified payroll on a weekly basis.
- On-site materials testing during construction performed by our certified personnel, on an as-requested basis. Our materials testing services for this project are anticipated to include the following:
    - Field technician services for observation, sampling, and density testing of earthwork, including during embankment construction, structure backfill, trench backfill, subgrade preparation, aggregate base and asphalt concrete placement.
    - Field technician services during the placement of Portland cement concrete for structures. In addition, site observations will also be performed for concrete structures, including field inspection, sampling, and testing of concrete placed at the site, as requested by the Resident Engineer. Field testing of the concrete may include casting cylinders for compressive strength, and testing for penetration, air content, unit weight, and temperature.
    - Performance of off-site batch plant inspection and sampling for Portland cement and asphalt concrete during construction, as outlined in the Caltrans Construction Manual.
    - Preparation of daily reports and test data sheets.

- Laboratory testing including, but not limited to, sieve analysis, sand equivalent, cleanness value, maximum density testing, R-value, durability index, expansion index, maximum theoretical unit weight, stability, extraction and gradation of asphalt aggregate, and concrete compressive strength.

Assumptions

Based on our experience with similar projects, the following assumptions have been made in the preparation of our scope of services:

- Our services are subject to prevailing wage requirements.
- Our estimated fee is based on the assumptions outlined above and does not include stand-by time or costs associated with retesting or reinspecting materials that were found not to be in compliance with the project plans or specifications. Our services, including field hours and number of laboratory tests performed, will depend on the actual construction schedule and the contractor's operations. Hours spent that exceed those in the attached tables will be billed on a time-and-materials basis.

Schedule

Ninyo & Moore is prepared to begin our services upon receipt of your authorization to proceed. It is our understanding that the project construction is estimated to be completed in August of 2013 and that our services will be requested and coordinated on a daily basis by the construction management team.

Laboratory Materials Testing and/or Monitoring Approach

Ninyo & Moore performs the necessary geotechnical laboratory testing in-house, in one of our three fully-equipped, certified geotechnical and construction materials laboratory facilities in southern California. Our materials laboratory testing capabilities include conformance and characterization testing of structural steel, concrete, masonry, asphalt, soils, and aggregate materials, including chemical testing, petrographic analyses, destructive and non-destructive testing methods. Our laboratories are supervised by registered engineers and are accredited/certified by the City of Los Angeles, Caltrans, California Division of the State Architect (DSA), American Association of State Highway and Transportation Officials (AASHTO), Cement and Concrete Reference Laboratories (CCRL), the U.S. Army Corps of Engineers, and other regulatory agencies. Our materials testing services for the City will be performed primarily from our certified Rancho Cucamonga laboratory. Supporting our Rancho Cucamonga laboratory will be our certified materials testing laboratories located in Irvine and San Diego, California.

Ninyo & Moore's in-house laboratories are capable of performing a wide variety of geotechnical and materials inspection and testing services, including soils and aggregates, asphalt concrete, reinforced concrete, masonry, prestressed concrete, structural steel, welding, roofing, and fireproofing, and meet the requirements of ASTM E329, ASTM C1077, ASTM D3740, and ASTM D3666. Ninyo & Moore's testing equipment is calibrated annually by representatives utilizing equipment traceable to the National Institute of Standards and Technology, and is regularly

inspected by the ASHTO Materials Reference Laboratory (AMRL) for soils and asphalt and by the Cement and Concrete Reference Laboratory (CCRL) for concrete and aggregates. As part of our laboratory accreditation, we have written quality control procedures for laboratory testing, which includes training and certification of both our laboratory personnel and testing equipment. We have included copies of our Rancho Cucamonga laboratory certifications, accreditations in the Appendix. We are confident our laboratories will meet or exceed the requirements for any task assigned under the proposed contract.

Field Vehicle Resources

Time is a key factor of efficiency for materials sampling and testing during construction. Standard test methods require standard times for test procedures that cannot be changed. Our field technicians are equipped with calibrated sampling and field testing equipment that enable them to perform the necessary testing in the field, as applicable. Depending on the project requirements, certain tests must be run in the laboratory. In order to reduce sample transportation time, Ninyo & Moore has in the past utilized field laboratories set up at a construction site in order to eliminate transporting of samples to an off-site laboratory. This service can be provided to the City upon request.

Schedule, Quality, and Cost Control

Ninyo & Moore recognizes that a major element of project success is the degree to which schedules and budgets are met. Our project manager will be responsible for the overall schedule, quality, budget control, staff assignments, and client coordination. Project management is an on-going task, and our project manager will be committed to this project. Our project management approach includes the following key elements:

- A detailed and accurate Project Work Plan prepared with the client's input.
- Acceptance of the Work Plan by the client.
- Communication of the roles and responsibilities of team members.
- Cost and schedule control monitoring/forecasting procedures.
- A project-specific Quality Assurance/Quality Control (QA/QC) plan.
- Regularly scheduled meetings with project team and client.
- Commitment of the project principal to client satisfaction and providing the resources to meet that commitment.
- Taking immediate corrective action to remedy project impediments to complete client satisfaction.

Our project manager will communicate to the members of the project team the organization and communication procedures, task description and assignments, schedule requirements, cost and budgets, and project guidelines. The ability to clearly communicate information such as scope, costs, schedules, and technical matters is a vital element of any project. A coordinated effort among the team members is required to achieve an integrated program which, in turn, is necessary to deliver quality services within strict budgetary and time constraints for this project.

Most of the management controls to monitor project progress are pre-established prior to the beginning of the project during the proposal preparation and contract negotiations. These controls include:

- **Communication** – Both written and verbal communications are keys to successful on-call contract management. Each task order assignment will be maintained in a separate project file and we will utilize our in-house data records management systems for file records. Project-related documents will be maintained in our files and are available for our client's review at any time.
- **Quality System Approach** -- Ninyo & Moore maintains quality assurance/quality control programs for our geotechnical, environmental, and construction materials testing and inspection services, which facilitate compliance with project performance standards, schedules and budgets. These comprehensive quality assurance programs utilize management approach procedural manuals that delineate the interrelationship between management and design team components and describe specific quality control procedures to be used. The programs address training, data generation, management, and quality assessment guidelines for sampling and analysis procedures, as well as methods of corrective action. The quality assurance program manuals are available for review upon request.

FEE SCHEDULES AND COST ESTIMATES

As requested in the RFP, we are providing our fee in a separated sealed envelope.

INSURANCE

To provide safeguards and to meet the requirements of our clients, we carry the following types of insurance.

Insurance Type	Amount	Carrier
Professional Liability	$ 5 Million/claim $ 5 Million aggregate	Alterra Excess & Surplus Insurance
General Liability	$ 1 Million/claim $ 2 Million aggregate	Travelers Property Casualty Co. of America
Excess Liability	$ 9 Million	Travelers Property Casualty Co. of America
Worker's Compensation	$ 1 Million	American Automobile Insurance Company
Automobile	$ 1 Million	American Automobile Insurance Company

We have read the City of Moreno Valley's indemnification and insurance requirements, and will meet the requirements upon selection of our firm.

ATTACHMENT

REQUIRED FORMS

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
[ ] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee N/A f. loan insurance	[ ] a. bid/offer/application b. initial award c. post-award N/A	[ ] a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report N/A

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
[X] Prime [ ] Subawardee Tier _____, *if known*: **Congressional District**, *if known*: 4c	**Congressional District**, *if known*:
6. Federal Department/Agency: N/A	**7. Federal Program Name/Description:** N/A CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*: N/A	**9. Award Amount**, *if known*: $ N/A
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): N/A	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): N/A
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: [signature] Print Name: Jalal Vakili Title: Principal Engineer Telephone No.: 909/758-5960 Date: July 31, 2012
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Attachment "D"

LIST OF SUBCONSULTANTS

PROJECT NAME: SR-60 / Moreno Beach Drive Phase 1 Improvement Project

PROJECT NO: 07-41570024

CONSULTANT NAME: Ninyo & Moore

NAME Axiom Engineering & Science Corporation	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE 714/247-1002	Materials Testing
ADDRESS 1322 Bell Avenue, Suite 1G	
CITY, STATE ZIP Tustin, California 92780	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

Duplicate this form as necessary to report all subconsultant(s) information

Attachment "E"

PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) – PART I

The proposer shall list all subconsultants (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE subconsultants elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name Axiom Engineering	*Phone* 714/247-1002	☐ < $1 million	Materials Testing	☒ YES
		☒ < $5 million		☐ NO
Address 1322 Bell Ave., Suite 1G		☐ < $10 million		*If YES list DBE #:* CUCP #33641
	Fax	☐ < $15 million		
City State ZIP Tustin, CA 92780		☐ > $15 million		*Age of Firm (Yrs.)* 28
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*

Distribution: 1) Original – Local Agency File

Attachment "F"

EXHIBIT 10-O2 Local Agency Proposer DBE Information (Consultant Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: City of Moreno Valley LOCATION: Moreno Valley, California

PROJECT DESCRIPTION: SR-60 / Moreno Beach Drive Phase 1 Improvement Project

TOTAL CONTRACT AMOUNT ($): TBD

PROPOSER'S NAME: Ninyo & Moore

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified at the time proposals are due - include DBE address and phone number)	DOLLAR AMOUNT OF EACH DBE
	Materials Testing	CPUC #33641	Axiom Engineering & Science	TBD

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal-Aid Project Number: _____

Federal Share: _____

Contarct Award: _____

Total Claimed DBE Participation: $ TBD

TBD %

Local Agency certifies that the DBE certifications have been verified and all informations is complete and accurate.

Print Name _____ Signature _____ Date _____

Local Agency Representative

(Area Code) Telephone Number:

Signature of Proposer

July 31, 2012 — Date

909/758-5960 — (Area Code) Tel. No.

Jalal Vakili — Person to Contact

Principal Engineer — (Please Type or Print)

For Caltrans Review:

Print Name _____ Signature _____ Date _____

Caltrans District Local Assistance Engineer

Local Agency Proposer DBE Information (Consultant Contracts) (Rev 6/27/09)

Distribution: (1) Copy - Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days after contract execution. Failure to send a copy to the DLAE within 15 days after contract execution may result in deobligation of funds for this project.
(2) Original - Local agency files

APPENDIX

CERTIFICATIONS

FORNIA UNIFIED CERTIFICATION PROGRAM
ANTAGED BUSINESS ENTERPRISE CERTIFICATE

AXIOM ENGINEERING & SCIENCE CORP

1322 BELL AVE. STE. 1G
TUSTIN, CA 92780

Owner: JOHNATHAN HOU
Business Structure: CORPORATION

aid firm is approved by the California Unified Certification Program (CUCP) as a Disadvantaged Business Enterprise (DBE) as defined by lion (DOT) CFR 49 Part 26, as may be amended, for the following NAICS codes:

ry NAICS code

	541380 Testing Laboratories
rvices	541330 Engineering Services
ting Services	541370 Surveying and Mapping (except Geophysical) Services

ON STAKING	C8703	TRAFFIC ENGINEER
STUDIES	C8715	CONSULTANT, ENGINEERING
RAL ENGINEER	C8720	CIVIL ENGINEERING

UNIFIED CERTIFICATION PROGRAM

EGT Geotechnical Engineer

UCP Firm Number : 33641

TRANSPORTATION AUTHORITY (MTA)

November 9, 2011

CUCP OFFICER

State of California Department of Transportation

LABORATORY QUALIFIED LABORATORY INSPECTION REPORT

Form TL-0113 (12 IA, 02-06)

Expiration Date: July 2, 2013
Inspected by: John D.Warrick
IA No.: 57
Phone: (949) 279-8730
File: Materials Category 500

Laboratory: Ninyo & Moore **RSP # 177**

Address: 475 Goddard Suite 200

City: Irvine **State:** Ca. **Zip:** 92618

Lab QC Mgr: John M. Krobetzky **e-mail:** jkrobetzky@ninyoandmoore.com

Telephone: (949) 753-7070 **Fax:** (949) 753-7071

A certified Independent Assurance (IA) visited this laboratory on (Date) July 2, 2012
Only the equipment to be used on Caltrans Construction projects and/or local construction projects on the National Highway System was checked for qualification.

At the time of Caltrans Qualification, this laboratory had all necessary equipment to perform the tests methods indicated below. Testing personnel shall be Caltrans Qualified and possess a current Caltrans Certificate of Proficiency Form TL-0111 prior to performing any sampling or testing.

105	125	201	202	206	207	208
216	217	226	227	231	229	301
304	308	309	366	367	370	375
382	417	422	504	518	521	523
533	539	540	552	556	557	
204	205		368	D4791	643	

A visual check was performed and documents provided as necessary for the following items:

X Facility Safety Manual
X Laboratory Procedures Manual
X Laboratory Quality Control Manual
X Proper test equipment
X Copies of current applicable test procedures
X Calibration and service documentation
X Calibration stickers affixed to equipment (dated within the 12 months)

On July 2, 2012 (Date) this laboratory was Catrans Qualified by John D.Warrick (Printed name of IA person)

(Signature of IA person)

STATE OF CALIFORNIA - BUSINESS, TRANSPORTATION AND HOUSING AGENCY EDMUND G. BROWN Jr., Governor

DEPARTMENT OF TRANSPORTATION
District 08 – Materials Engineering
464 W. Fourth Street, 6th Floor
San Bernardino, CA 92401-1400

CALTRANS QUALIFIED LABORATORY INSPECTION REPORT

Form TL-0113 (Southern IA, 01-06)

Expiration date: May 11, 2013
Inspection by: Robby Rodriguez
IA No.: 74
Phone: (909) 383-4619
File: Materials Category 500

Laboratory: Ninyo & Moore
Address: 11650 Mission Park Drive, Suite 101
City: Rancho Cucamonga State: CA Zip: 91730
Lab Manager: Kurt S. Yoshii, P.E., G.E. e-mail: kyoshii@ninyoandmoore.com
Phone #: (909) 758-5960 Fax #: (909) 758-5966

A certified Independent Assurance (IA) Sampler and Tester visited this laboratory on May 1, 2012. Only equipment to be used on Caltrans construction projects and/or local construction projects on the National Highway System projects was checked for qualification.

At the time of Caltrans Qualification, this laboratory had all necessary equipment to perform the tests methods indicated below. Testing personnel shall be Caltrans Qualified and possess a current Caltrans Certificate of Proficiency Form TL-0111 prior to performing any sampling or testing.

CT 105	CT 106	CT 125	CT 201	CT 202	CT 205	CT 206	CT 207	CT 216
CT 217	CT 226	CT 227	CT 229	CT 231	CT 234	CT 235	CT 504	CT 518
CT 521	CT 523	CT 524	CT 533	CT 539	CT 540	CT556	CT 557	

A visual check was performed and documents provided as necessary for the following items;

- ☒ Facility Safety Manual
- ☒ Laboratory Procedures Manual
- ☒ Laboratory Quality Control Manual
- ☒ Proper Test Equipment
- ☒ Copies of current applicable test procedures
- ☒ Calibration and Service Documentation
- ☒ Calibration/Service stickers affixed to test equipment

Laboratory Qualification is valid for one year

On May 1, 2012 this laboratory was qualified by:

Robby Rodriguez
District 08, Independent Assurance

STATE OF CALIFORNIA - BUSINESS, TRANSPORTATION AND HOUSING AGENCY Jerry Brown, Governor

DEPARTMENT OF TRANSPORTATION
District 11 – Materials Engineering
7177 Opportunity Rd
San Diego, CA 92111

CALTRANS QUALIFIED LABORATORY INSPECTION REPORT

Form TL-0113 (Southern IA, 01-06)

Expiration date: October 12, 2012
Inspection by: Roy E Denner Jr
IA No.: 049
Phone: 858-467-4067
File: Materials Category 500

Laboratory: Ninyo & Moore
Address: 5710 Ruffin Rd.
City: San Diego State: CA Zip: 92123-1013
Lab Manager: Ronald Buckley e-mail: rbuckley@ninyoandmoore.com
Phone #: 858-576-1000 Fax #: 858-576-9600

A certified Independent Assurance (IA) Sampler and Tester visited this laboratory on October 11,2011. Only equipment to be used on Caltrans construction projects and/or local construction projects on the National Highway System projects was checked for qualification.

At the time of Caltrans Qualification, this laboratory had all necessary equipment to perform the tests methods indicated below. Testing personnel shall be Caltrans Qualified and possess a current Caltrans Certificate of Proficiency Form TL-0111 prior to performing any sampling or testing.

CT105	CT106	CT125	CT201	CT202	CT206	CT207	CT208	CT209
CT212	CT213	CT214	CT216	CT217	CT219	CT226	CT227	CT229
CT231	CT234	CT235	CT301	CT304	CT308	CT309	CT366	CT370
CT371	CT375	CT382	CT504	CT518	CT521	CT523	CT533	CT539
CT540	CT556	CT557	LP-2	LP-3	LP-4	LP-9		

A visual check was performed and documents provided as necessary for the following items:

- ☒ Facility Safety Manual
- ☒ Laboratory Procedures Manual
- ☒ Laboratory Quality Control Manual
- ☒ Proper Test Equipment
- ☒ Copies of current applicable test procedures
- ☒ Calibration and Service Documentation
- ☒ Calibration/Service stickers affixed to test equipment

Laboratory Qualification is valid for one year

On October 11,2011 this laboratory was qualified by: {Roy E Denner Jr}
District 11, Independent Assurance

September 5, 2012
Project No. P-15614

Ms. Margery A. Lazarus, Senior Engineer, P.E.
City of Moreno Valley
Public Works Department - Capital Projects Division
14177 Frederick Street
Moreno Valley, California 92552-0805

Subject: **Addendum to Proposal for Construction Materials Testing and Geotechnical Services for SR-60/Moreno Beach Drive Phase 1 Improvements Project**
Project No. 07-41570024
City of Moreno Valley, California

Dear Ms. Lazarus:

Based on our discussion today, the following items are clarifications and additions to our proposal for the subject project:

- Laboratory test result turn-around-time will be within 48 hours unless the written testing procedure dictates additional time.
- Daily reports will be prepared and submitted for review and signature at the end of each work day.
- Stand-by time is not anticipated for this contract.
- The contingency fee will not be used unless approved by the City.
- We assume that pile driving for the retaining wall observation will be performed by others.

Ninyo & Moore appreciates the opportunity to submit this proposal and we look forward to working with you. If you have any questions regarding our cost proposal or require additional information, please contact me at your convenience.

Respectfully submitted,
NINYO & MOORE

Jalal Vakili, Ph.D., P.E.
Principal Engineer

AR/JV/rad

Attachments: None

Distribution: (1) Addressee

MV00176878

TABLE 1 – COST PROPOSAL

PROJECT COORDINATION AND TECHNICAL SUPPORT							
Principal Engineer/Geologist	2 hours	@	$	139.00	/hour	$	278.00
Project Engineer/Geologist	80 hours	@	$	123.00	/hour	$	9,840.00
Subtotal						**$**	**10,118.00**

FIELD SERVICES							
Project Engineer (Pre-Construction Meeting)	2 hours	@	$	123.00	/hour	$	246.00
Field Technician							
Earthwork and Embankement	200 hours	@	$	73.00	/hour	$	14,600.00
Structure Backfill and Trench Backfill	120 hours	@	$	76.00	/hour	$	9,120.00
Subgrade and Aggregate Base	120 hours	@	$	73.00	/hour	$	8,760.00
Hot Mix Asphalt (HMA)	100 hours	@	$	73.00	/hour	$	7,300.00
Portland Cement Concrete	40 hours	@	$	73.00	/hour	$	2,920.00
Batch Plant Inspector	160 hours	@	$	73.00	/hour	$	11,680.00
Sample Pick Up	10 hours	@	$	73.00	/hour	$	730.00
Field Vehicle and Equipment Usage	752 hours	@	$	8.00	/hour	$	6,016.00
Subtotal						**$**	**61,372.00**

LABORATORY ANALYSES							
Calfiornia Impact Test/Maximum Density	25 tests	@	$	180.00	/test	$	4,500.00
Sieve Analsysis	10 tests	@	$	105.00	/test	$	1,050.00
Sand Equivalent	10 tests	@	$	90.00	/test	$	900.00
Durability	5 tests	@	$	130.00	/test	$	650.00
R-Value	5 tests	@	$	250.00	/test	$	1,250.00
Cleaness Value	10 tests	@	$	120.00	/test	$	1,200.00
Los Angeles Abrasion	5 tests	@	$	180.00	/test	$	900.00
Percent of Crushed Particles	5 tests	@	$	140.00	/test	$	700.00
Moisture	5 tests	@	$	30.00	/test	$	150.00
Extraction & Gradation	6 tests	@	$	215.00	/test	$	1,290.00
Maximum Theoretical Unit Weight	6 tests	@	$	120.00	/test	$	720.00
Unit Weight	10 tests	@	$	90.00	/test	$	900.00
Hveem Stability and Unit Weight	6 tests	@	$	195.00	/test	$	1,170.00
Asphalt Concrete Mix Design Caltrans	2 tests	@	$	2,200.00	/test	$	4,400.00
Cement Concrete Mix Design Review	2 tests	@	$	140.00	/test	$	280.00
Compressive Strength (Concrete)	20 tests	@	$	22.00	/test	$	440.00
Subtotal						**$**	**20,500.00**

TABLE 1 – COST PROPOSAL

REPORT PREPARATION							
		2 hours	@	$ 139.00	/hour	$	278.00
Project Engineer/Geologist		6 hours	@	$ 123.00	/hour	$	738.00
Secretarial/Clerical		6 hours	@	$ 44.00	/hour	$	264.00
	Subtotal					**$**	**1,280.00**

RETESTING SERVICES						
Field Technician	20 hours	@	$ 73.00	/hour	$	1,460.00
Field Vehicle and Equipment Usage	20 hours	@	$ 8.00	/hour	$	160.00
					$	**1,620.00**

AXIOM (SBE SUB CONSULTANT) LABORATORY ANALYSES						
Calfiornia Impact Test/Maximum Density	25 tests	@	$ 180.00	/test	$	4,500.00
					$	**4,500.00**

TOTAL FEE	**$**	**99,390.00**

OPTIONAL CONTINGENCY SERVICES						
Field Technician	120 hours	@	$ 73.00	/hour	$	8,760.00
Field Vehicle and Equipment Usage	120 hours	@	$ 8.00	/hour	$	960.00
					$	**9,720.00**

TOTAL FEE INCLUDING CONTINGENCY	**$**	**109,110.00**

Ninyo & Moore

CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT "C"

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed $109,110.

2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml

3. The Consultant shall notify the City in writing ten (10) days in advance of incurring costs at the following milestones: 50%, 75%, and 90% of expended budget. The City will monitor Consultant's expenditure levels in comparison to the physical construction work completed, and if progress is satisfactory in the judgment of the City, City will provide written authorization to proceed to the next milestone. City reserves the right to adjust staffing levels and personnel as appropriate. Consultant shall not change any personnel or subconsultants without prior authorization by the City.

4. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed

and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at zara@moval.org or calls directed to (951) 413-3131.

5. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall/forms.shtml#bf

6. The minimum information required on all invoices is:

   A. Vendor Name, Mailing Address, and Phone Number
   B. Invoice Date
   C. Vendor Invoice Number
   D. City Purchase Order Number
   E. City-provided Reference Number (e.g. Project, Activity)
   F. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

7. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and the City Council Acting as the Successor Agency

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: September 25, 2012

TITLE: APPROVE AGREEMENT FOR PROFESSIONAL CONSULTANT CONSTRUCTION SURVEY SERVICES WITH COORY ENGINEERING FOR MORENO BEACH INTERCHANGE IMPROVEMENTS PHASE 1 – PROJECT NO. 801 0038 70 77 [FORMERLY PROJECT NO. 07-41570024]

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the "Agreement for Professional Consultant Services" with Coory Engineering (Coory), 1718 N. Neville Street, Orange, CA 92865, to provide professional survey services during construction of the SR-60/Moreno Beach Interchange Improvements Phase 1 project for a total agreement amount not to exceed $100,805.

2. Acting as the Successor Agency, approve this action as a recognized payment obligation of the former Redevelopment Agency of the City of Moreno Valley, add it to the Recognized Obligation Payment Schedule, submit same to the Oversight Board for Approval, and authorize the City Manager to access agency funds only after Oversight Board approval.

3. Authorize the City Manager to execute said "Agreement for Professional Consultant Services" with Coory.

4. Authorize the issuance of a Purchase Order totaling $100,805 to Coory when the contract has been signed by all parties.

BACKGROUND

The SR-60/Moreno Beach Drive Phase 1 project is one of the key projects in the City's Economic Development Action Plan. Phase 1 improvements are designed to reconstruct the eastbound on- and off-ramps to SR-60 and connect the west leg of Eucalyptus Avenue to Moreno Beach Drive. On December 13, 2011, the City Council approved a Construction Cooperative Agreement with the State of California for the construction phase, giving the City authority to advertise, award, and administer the construction of Phase 1. Design and right-of-way for Phase 1 were completed, the project was advertised, and bids were opened on August 13, 2012. On August 28, 2012, the City Council awarded the construction contract.

DISCUSSION

The Construction Cooperative Agreement with Caltrans requires that the City meet Caltrans field survey requirements on the project. The City issued a Request for Proposal (RFP) to provide survey services based on the construction plans, specifications, and Caltrans requirements. On August 1, 2012, staff received five (5) proposals. A selection team of City and Caltrans staff reviewed the four (4) qualified proposals and ranked them in order, based on firm experience and qualifications, experience of key personnel, and project approach.

Staff has completed negotiations with the top-ranked survey firm and is recommending awarding a professional services agreement for construction-related survey services to Coory. Services performed will be on an as-needed basis, and will consist of field survey layout under the direction of a licensed Land Surveyor, providing all required survey equipment and experienced staff within 48 hours' notice, setting monument ties and staking all proposed improvements in accordance with the Caltrans Survey Manual. A purchase order for $100,805 will be issued for this agreement.

The recommended contract award is an action of the City Council with a funding source from the assets of the former City of Moreno Valley Redevelopment Agency. The recommended actions are included on the Recognized Obligations Payment Schedule (ROPS) approved by the City Council acting as the Successor Agency on February 14, 2012. The Successor Agency Oversight Board approved the ROPS for the period January through June 2012 on May 23, 2012, which has subsequently been approved by the State Department of Finance (DOF). This ROPS approval includes “placeholder” line items representing the expenditure of bond proceeds for approval purposes. The Successor Agency approval of this contract is required to move forward toward complete approval and compliance with ABx1 26 law. The contract will be presented to the Successor Agency Oversight Board, along with an updated ROPS that will include the contractor listed as an enforceable obligation. After Oversight Board approval, the contract and updated ROPS will be sent to the DOF for review. There is a risk that the Oversight Board may not approve the contract or updated ROPS. In addition, the State Department of Finance (DOF) has the authority to challenge actions approved by the Oversight Board within 10 days of the approved action. In light of the current process for

approval of the contract and the updated ROPS, the property tax to pay the contracts being recommended has not been authorized to pay the contract obligations. The City Council by approving the recommended contract is assuming the risk that in the event tax increment is not approved to pay the contracts by the Oversight Board or through successful challenge by the State DOF, the City would be obligated to pay the contract commitments from alternative funding sources, most likely the City's General Fund.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will comply with the Caltrans Construction Cooperative Agreement requiring the City to meet Caltrans professional survey requirements and facilitate the timely construction of needed improvements.*

2. Do not approve and authorize the recommended acting as presented in this staff report. *This alternative will significantly delay the construction of needed improvements.*

FISCAL IMPACT

The project is included in the Fiscal Year 2012/2013 Capital Improvement Program. There is no impact to the General Fund.

AVAILABLE FUNDS

Successor Agency 2007 Tax Allocation Bonds (Account 4821-70-77-80001 801 0038 70 77)	$ 4,879,000
Transportation Uniform Mitigation Fees (Account 3003-70-77-80001 801 0038 70 77)	$ 3,500,000
Total Project Budget	$ 8,379,000

CONSTRUCTION COSTS

Construction (includes contingency)	$ 6,700,000
Construction Management & Inspection Services	$ 788,000
Construction Support Services (Design)	$ 129,000
Construction Support Services (Survey)	$ 101,000
Construction Support Services (Geotechnical)	$ 110,000
Administrative Costs*	$ 170,000
Utility and Agency Inspection and Materials Costs**	$ 150,000
Total Estimated Cost	$ 8,148,000

**Includes City project administration, printing and other miscellaneous costs.*
***Includes EMWD, SCE, Caltrans, RCFC&WCD and CHP.*

PROJECT SCHEDULE

Begin Construction	October 2012
Construction Completion and Acceptance	October 2013

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:
Develop a variety of city revenue sources and policies to create a stable revenue base and fiscal policies to support essential city services, regardless of economic climate.

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

The SR-60/Moreno Beach Interchange Phase 1 Improvements project goal is to improve the interchange through reconstruction and realignment. The project construction is funded utilizing Successor Agency 2007 Tax Allocation Bonds and Transportation Uniform Mitigation Fees (TUMF). City staff recommends awarding a contract for $100,805 to Coory Engineering to provide construction survey services for the project.

ATTACHMENTS

Attachment "A" – Agreement for Professional Consultant Services with Coory Engineering

Prepared By:
Margery A. Lazarus
Senior Engineer, P.E.

Department Head Approval
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Concurred By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) - ZONAL
PROJECT NO. 801 0038 70 77
[FORMERLY PROJECT NO. 07-41570024]

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **Coory Engineering,** a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

Attachment "A"

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0038 70 77
[FORMERLY PROJECT NO. 07-41570024]

DESCRIPTION OF PROJECT

1. The project is described as professional consultant **survey services** for:

SR-60 / MORENO BEACH DRIVE PHASE 1 IMPROVEMENTS PROJECT
PROJECT NO. 801 0038 70 77
[FORMERLY PROJECT NO. 07-41570024

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of **$100,805** in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on **December 31, 2014** unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the design/construction schedule as stated in the Notice to Proceed.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

12. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be

subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

15. (a) The Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), the Western Riverside Council of Governments (WRCOG), the State of California, Eastern Municipal Water District (EMWD), and Riverside County Flood Control and Water Conservation District (RCFC & WCD) and their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, the State's, MVHA's, CSD's, WRCOG's, EMWD's, and RCFC & WCD's employees and all claims which arise from or are connected with the negligent

performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts, recklessness or willful misconduct of the City, the State, MVHA, CSD, WRCOG, EMWD, and RCFC & WCD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such Public Liability and Property Damage Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

GENERAL LIABILITY

Bodily Injury	$1,000,000 per occurrence

Property Damage $ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum general liability limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, the State, MVHA, CSD, WRCOG, EMWD, and RCFC & WCD, against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) A Certificate of Insurance, or an appropriate insurance binder evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(h) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

"Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), the Western Riverside Council of Governments (WRCOG), the State of California, Eastern Municipal Water District (EMWD), and Riverside County Flood Control and Water Conservation District (RCFC & WCD), their officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District and Western Riverside Council of Governments, its officers, employees and agents, under any third party liability policy."

(i) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(j) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior

to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings at all times and during all phases of the project.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other projects without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

(b) Upon notice of termination, the Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain for its files copies of any and all materials, including drawings, documents, and specifications produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings, regardless of the completeness of said documents.

(c) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(d) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant. Consultant acknowledges that Consultant work product produced under this Agreement may be public record under State law.

(e) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be

maintained by the Consultant for three (3) years following completion of the services under this Agreement.

25. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

27. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement.

SIGNATURE PAGE FOLLOWS

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0038 70 77
[FORMERLY PROJECT NO. 07-41570024]

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
City Manager

DATE: _____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

Ninyo & Moore

BY: _____

TITLE: _____
(President or Vice President)

BY: _____

TITLE: _____
(Corporate Secretary)

Enclosures: Exhibit "A" – City's Request for Proposal
Exhibit "B" – Consultant's Proposal
Exhibit "C" – City's Responsibility
Exhibit "D" – Terms of Payment

REQUEST FOR PROPOSAL
FOR PROFESSIONAL CONSULTANT CONSTRUCTION SURVEYING SERVICES
SR-60 / MORENO BEACH DRIVE PHASE 1 IMPROVEMENTS PROJECT
FOR
THE CITY OF MORENO VALLEY'S CAPITAL PROJECTS DIVISION
EA 08-32301
PROJECT ACCOUNT NO.797.79731

I. INVITATION

You are hereby invited to submit a Proposal for Professional Consultant Construction **Surveying Services** associated with the SR-60 / MORENO BEACH DRIVE PHASE 1 IMPROVEMENTS PROJECT as shown on the Plans and Specifications.

Five (5) copies (one of the copies will be unbound and paper clipped, with no tabs, holes, perforations, or cardboard inserts, suitable for copying with an automatic-feed copy machine and one copy shall be on compact disk) of your Proposal shall be submitted no later than **5:00p.m, August 1, 2012** addressed to Capital Projects Division, 14177 Frederick Street (hand delivery), P.O. Box 88005, Moreno Valley, California 92552-0805 (mail delivery), Attention: Margery Lazarus, Senior Engineer, PE.

II. PROJECT DESCRIPTION

The SR-60/Moreno Beach Drive Phase-1 project site is located at the State Route (SR) 60 Interchange and Moreno Beach Drive in the City of Moreno Valley, CA. The work of this project generally includes realigning the SR-60/Moreno Beach eastbound off-and-on-ramps, adding an eastbound auxiliary lane, installation of a new traffic signal at the new intersection of the eastbound ramps and Moreno Beach Drive, adding a retaining wall, adding ramp metering, extension of Eucalyptus Avenue to Moreno Beach Drive, modification of the traffic signal at the intersection of Eucalyptus Avenue and Moreno Beach Drive, coordination of utility relocations, irrigation, and related work. The work lies within State of California (Caltrans) right of way. The work includes earthwork, grading, Asphalt Concrete (AC) paving, concrete retaining walls, roadway excavation, , imported borrow, drainage pipes and minor concrete structures, concrete curb and gutter, traffic control, signing, striping, traffic and ramp meter signals, irrigation, erosion control, EMWD water line relocation, overhead SCE relocation, and related work.

III. PROJECT BUDGET AND SCHEDULE

The City of Moreno Valley will fund the construction with Local Funds consisting of TUMF and Successor Agency to RDA Funds (Account 797.79731).

The Consultant shall be required to meet or exceed the following timeline for this contract:

Anticipated Award of Consultant Contract	September 2012
Public Bid for SR-60/Moreno Beach Phase 1 Construction Contract	July 2012
Award of Construction Contract	October 2012
Construction Duration for SR-60/Moreno Beach Phase 1	189 Working Days (9 months)

Exhibit "A"

IV. SCOPE OF ENGINEERING SERVICES

The selected Consultant will be required to have personnel available for assignment to this project who have successfully provided professional services as it relates to all activities of public works construction surveying. . The Consultant selected shall provide Construction Surveying Services with personnel trained and experienced in survey layout for construction of public works improvements and, particularly, Caltrans.. The project is located within Caltrans Right of Way and all Surveying methods, procedures, frequencies shall comply with the contract specifications, and Caltrans Surveying Manuals and Guidelines. The minimum experience required includes five (5) years of construction surveying on increasingly complex public works and Caltrans projects. The Consultant firm selected must also provide all equipment and supplies necessary to perform the surveying services for the construction of the improvements and support services necessary to complete the scope of work. It is expected that the Consultant selected to fulfill this contract will be able to provide qualified personnel on an on-demand basis with 48-hour notice for construction surveying for the duration of the construction project and, as necessary, to close out the project.

The Consultant must have recent experience working within the Caltrans Right of Way and shall be required to follow all Caltrans safety procedures when executing the work. The Consultant surveyors shall be familiar with the industry standards of practice for the execution of quality public works construction projects and shall be able to understand and interpret public works construction plans and specifications; Caltrans Standard Plans and Specifications; City codes, ordinances and standards; Eastern Municipal Water District (EMWD) standards; Riverside County Flood Control and Water Conservation District (RCFCD) standards; and California Occupational Safety and Health Administration (OSHA) Construction Safety Orders. The Consultant surveyors shall be able to interact professionally with contractors, engineers, inspectors , property owners, business owners, and the public at large; coordinate with other City personnel, Caltrans personnel and consultants; promote quality customer service and a professional image of the City; and respond promptly and courteously to requests. The Consultant surveyors personnel shall be able to follow verbal and written instructions and communicate clearly and concisely, both orally and in writing.

The Consultant surveyors personnel must be under the responsible charge of a person registered by the California State Board of Registration for Professional Engineers and Land Surveyors as a Land Surveyor. (Registration as a Civil Engineer prior to 1982 may be substituted for the registration as a Land Surveyor).

Please be reminded that the Consultant is required to have a current City business license if the firm is awarded the work.

The Consultant shall provide public works construction surveying services to generally include, but not limited to, the following:

- Attend the pre-construction meeting
- Establish and confirm horizontal and vertical control, as required.
- Set monument ties, prior to the beginning of construction, all monuments must be researched, tied out, and submitted to the Project Engineer. Monuments that are destroyed during construction shall be replaced per the 1997 Land Survey Act,

Article 4, Section 464-Corner Record. Ties shall be submitted per the City of Moreno Valley Tie-Out Standard 601C and 601D on Mylar. Original monument tie-out sheets, corner records, and/or record of survey shall be provided to the City prior to the release of the final progress Payment. Assume two (2) monuments will need to be set for this project.

- Construction staking shall consist of stakes for proposed roadways, waterline improvements, utility improvements, storm drain improvements, cross gutter, sidewalk, concrete curb and gutter, AC pavement limits and grade control, AC berm (or dike), traffic signal equipment locations, fence, wall and related improvements as shown on the plans. Re-staking is to be identified separately on the invoice. Ten (10) trips for on-site re-staking time (allow a maximum of two hours per trip) should be estimated for Proposal purposes.
- Construction Surveying deliverables require performing construction surveying in accordance with the Caltrans Construction Manual, Caltrans Standard Plans, Caltrans Surveying Manual, and the various industry standards stated above in the "Scope of Engineering Services."
- The required work effort will ultimately be initiated through an itemized survey request from the City's Consultant Resident Engineer. The City expects the consultant's field response time to each survey request not to exceed 48 hours as specified in the Caltrans Standard Specifications.

SUBMITTAL SCHEDULE

Proposals Due	5:00 p.m., August 1, 2012
Consultant Selection	On or before September 4, 2012
Notice to Proceed (Tentative)	Week of September 18, 2012

V. CONSULTANT'S PROPOSAL AND COMPENSATION

The Consultant's Proposal shall be no more than 20 pages, excluding a cover letter of up to two pages, dividers, and certificates. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration. The Consultant's Proposal shall include the following:

A. A statement that this Request For Proposal shall be incorporated in its entirety as a part of the Consultant's Proposal.

B. A statement that this Request For Proposal and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.

C. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's Request For Proposal except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."

D. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedence over this Request For Proposal.

E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.

F. A resource allocation matrix must be submitted with the Proposal. The resource allocation matrix shall list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, included in adjacent columns. The resource allocation matrix is required of both the primary consultant, as well as any sub-consultant. . Failure to do so will result in the Consultant's Proposal being deemed incomplete and it will not receive further consideration. Title Reports shall be a separate line item under the right-of-way task. Construction support services Consultants are not required to provide a Project Schedule with milestones.

G. A rate schedule must be submitted with the proposal. The rate schedule must list titles, names, roles, and hourly billing rates in rows. A statement that said hourly rate schedules in part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred shall also be included. All extra work will require prior approval from the City. COST PROPOSAL DETAILS MUST BE IN A SEALED ENVELOPE.

H. A statement of sub-consultant's qualifications (including relief personnel) applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.

A statement that the Consultant acknowledges and understands that the consultant will not be allowed to change a sub-consultant without written permission from the City.

I. A statement that all charges for Consultant (construction) services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.

J. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports or similar evidence of attainment of the Agreement objectives.

K. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.

L. A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this Request For Proposal. **An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of your Proposal submittal.** All extra work will require prior approval from the City. . The City requests the consultant to provide in the proposal the number of hours on the job, in addition to the cost proposal. The Cost Proposal must be in a sealed envelope.

M. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

N. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.

O. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this specific project. All relevant records shall be retained for at least three years.

P. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.

Q. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

R. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

S. This solicitation and resultant Contract is not financed in whole or part with federal funds, but the City encourages Bidders to follow Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs."

Bidders who obtain DBE participation on this Contract will assist the City in meeting its DBE goals for the Project.

DBEs and other small businesses are strongly encouraged to participate in the performance of this Contract. The City encourages Bidders to give DBEs and other small businesses the opportunity to participate in the performance of the Work that is the subject of this solicitation and to take all necessary and reasonable steps for this assurance. The Bidder shall not discriminate on the basis of race, color, national origin, sex, age, or physical or mental disability, sexual orientation or retaliation in the award and performance of subcontracts.

A Race Neutral program is one that, while benefiting DBEs, is not solely focused on DBE firms. A Race Neutral program utilizes measures that can assist a wide variety of small businesses, including DBEs, such as arranging solicitations, times for the presentation of proposals, quantities, specifications, and delivery schedules in ways that facilitate DBE and other small business participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces). Race Neutral DBE participation includes: a DBE obtaining a prime contract through customary competitive procurement procedures; a DBE being awarded a subcontract on a prime contract, whether or not the prime contract has a DBE goal; and a DBE being awarded a subcontract from a prime contractor that did not consider its DBE status in making the award.

The Consultant is encouraged to include DBE firms in the proposal. Complete the forms listed in "Attachments" at the end of this RFP.

VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES

A. The Consultant shall be required to comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

B. The Consultant is required to submit certified payrolls weekly. This applies to all applicable field personnel working on the project. In accordance with Section 1771.5 (b) (5) of the California Labor Code, the City will withhold payments when the payroll records are delinquent or inadequate.

VII. FEDERAL EMPLOYEE BENEFIT

No member of, or delegate to, the Congress of the United States, and no Resident Commissioner shall be admitted to any share or part of the Agreement to the said project or to any benefit to arise from the same.

The Consultant shall complete and include the "Certification for Contracts, Grants, Loans, and Cooperative Agreements" and "Disclosure of Lobbying Activities" forms with the Proposal.

VIII. PAYMENT TO CONSULTANT

A. This work is to be performed for a "Not-to-Exceed Fixed Fee."

B. The Consultant shall provide a "Project Fee Schedule" indicating the fee for individual tasks with a "Not-to-Exceed Fixed Fee" which shall be the sum of all tasks, by part, phase, and milestone and shall be submitted in a separate sealed envelope with cost proposal.

C. Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.

D. The City will pay the Consultant for work completed based on milestones completed and accepted by the City. These milestones are:

1. Project Bidding, Advertise and Award.

2. Any other additional authorized work on a task successfully completed and accepted monthly basis.

The City shall make the sole and final determination if a milestone as described above is complete and acceptable for payment.

E. Monthly invoices will specifically identify job title, person-hours, and costs incurred by each task.

F. Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the "Not-to-Exceed Fee."

G. All tasks including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage, and delivery shall have supporting documentation presented at the time payment is requested.

H. The City will pay the Consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."

I. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an "Amendment to the Agreement" will be executed between the City and Consultant.

J. The Consultant shall receive no compensation for any re-work necessary as result of the Consultant's errors or oversight.

IX. INSURANCE

A. The Consultant shall provide Errors and Omissions Professional Insurance. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

B. The Consultant shall have Public Liability and Property Damage insurance in the amounts as follows:

GENERAL LIABILITY		
Bodily Injury	$1,000,000	per occurrence
Property Damage	$ 1,000,000	per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

C. The Consultant shall have Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment in the amount of not less than $1,000,000.

D. The Consultant shall have Workers' Compensation Insurance in the amounts that fully comply with the laws of the State of California and employer's liability insurance with limits of not less than $1,000,000 each accident.

E. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority (MVHA) , Western Riverside Council of Governments (WRCOG), and the Moreno Valley Community Services District, its officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority , Western Riverside Council of Governments (WRCOG),and the Moreno Valley Community Services District, its officers and employees and agents, under any third party liability policy."

F. Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

G. The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverage's nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the Agency, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amount established.

H. It is the consultant's responsibility to ensure that all subconsultants comply with the following: Each subconsultant that encroaches within the City's right-of-way and

affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City's Land Development Division. Examples of such subconsultant work include soil sample borings, utility potholing, etc.

The "Application for Encroachment Permit" form (four pages), including "Application for Encroachment Permit Liability Insurance Requirements," is available in the Land Development Division and must be completed and submitted in full to the City.. It is the Consultant's responsibility to ensure that all subconsultants submit the appropriate encroachment permit and insurance documentation at the same time that the Consultant's insurance documentation is submitted.

X. INDEMNIFICATION

A. To the maximum extent allowable by law, the Consultant, when functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the City of Moreno Valley Housing Authority(MVHA), the Moreno Valley Community Services District (CSD), and the Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and .all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its sub consultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, MVHA, CSD, and WRCOG; their officers, agents or employees.

B. The consultant, when not functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority(MVHA), the Moreno Valley Community Services District (CSD), and the Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless 'from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its sub consultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, MVHA, CSD, and WRCOG, their officers, agents or employees.

C. The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, MVHA, CSD's, and WRCOG's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, MVHA, CSD, and WRCOG, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction;

provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

XI. TERMINATION FOR CONVENIENCE OF THE CITY

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

XII. INDEPENDENT CONTRACTOR

The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent Contractor. The personnel performing said Construction Materials Testing & Geotechnical Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said work and shall be responsible for all employee reports and obligations, including but not necessarily restricted to, social security, income tax withholding, unemployment compensation, and Workers' Compensation.

XIII. CONTRACT

The Contract includes the Agreement for Professional Consultant Services, City's Request for Proposal, Consultant's Proposal, and Exhibits.

The Political Reform Act and the City's Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

XIV. GENERAL CONDITIONS

A. Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this Proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant.

B. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposals for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).

C. The City reserves the right to reject any or all Proposals submitted. Any Contracts awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.

XV. SELECTION CRITERIA

It is the City's intent to select and utilize one Consultant firm for the project. The City may award the services in part and/or phases. The Consultant may be invited to a selection interview. The Proposals will be rated/ranked according to the following criteria:

A. The Firm's General Experience and Qualification Information (20 points) – Information about the company (and all sub-consultants) including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services in an efficient and expeditious manner.

B. Experience of Key Personnel (40 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with state and federal procedures, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies, and proven track record and depth of understanding/knowledge of the proposed Project Manager and key personnel.

C. Project Approach/Understanding (40 points) – Understanding of Project, discussion of major issues identified on the project and how the consultant team plans to address them; the management approach and organization necessary to complete the specific project; and outline quality control measures to ensure delivery of a quality product on time and within budget that provides a cost efficient, timely and predictable execution of the project construction.

XVI. Other Requirements

A. Conflict of Interest

1. The Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this contract, or any ensuing City Construction project. The Consultant shall also list current clients who may have financial interest in the outcome of this Agreement, or any ensuing City construction project, which will follow.

2. The Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

3. Any subcontract in excess of $25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Agreement.

4. The Consultant hereby certifies that neither the Consultant, its employees, nor any firm affiliated with the Consultant providing services on this project prepared the Plans, Specifications, and Estimates for any construction project included within this contract . An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

5. The Consultant further certifies that neither Consultant, nor any firm affiliated with the Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this Agreement is also employed by the construction contractor for any project included within this agreement.

6. Except for subcontractors whose services are limited to materials testing, no subcontractor who is providing services on this Agreement shall have provided services on the design of any project within this contract.

Attachments (incorporated by reference)

Attachment "A"	Plan Title Sheet
Attachment "B"	City Standard Consultant Agreement (no changes to this agreement will be allowed)
Attachment "C"	Caltrans/City Cooperative Agreement for SR-60Moreno Beach Drive Phase-1 Improvements
Attachment "D"	Disclosure of Lobbying Activities (Form LLL)
Attachment "E"	List of Subconsultants
Attachment "F"	Proposer's List of Subconsultants (DBE and Non-DBE) Parts I and II
Attachment "G"	Exhibit 10-02- Local Agency Proposer DBE Information
Attachment "H"	Compilation of Plans based on current status of completion - CD available upon request

Attachment "A"

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PROJECT PLANS FOR CONSTRUCTION ON
STATE HIGHWAY

IN RIVERSIDE COUNTY
IN MORENO VALLEY
FROM 0.3 MILE WEST TO 0.4 MILE EAST
OF MORENO BEACH DRIVE OVERCROSSING

TO BE SUPPLEMENTED BY STANDARD PLANS DATED MAY 2006

District	County	Route	Post Mileage	Total Sheets	Sheet No.
08	Riv	60	18.8/19.6	1	155

INDEX OF PLANS

SHEET NO.	DESCRIPTION
1	Title and Location Map
2-7	Typical Cross Sections
8	Key Map and Line Index
9-11	Layouts
12-16	Profiles and Superelevation Diagrams
17-38	Construction Details
39-42	Temporary Water Pollution Control Plan, Details and Quantities
43-45	Erosion Control Plans
46-48	Contour Grading
49-73	Drainage Plan, Profiles, Details and Quantities
74-77	Utility Plans
78-79	Construction Area Signs
80-84	Stage Construction Plans
85-98	Traffic Handling and Quantities
100	Detour Plans
101-107	Pavement Delineation Plans, Details and Quantities
108-120	Sign Plans, Details and Quantities
121-124	Summary of Quantities
125	Irrigation Plan
126-145	Electrical Plans
146-149	Water Pipeline Relocation Plans
150-205	Revised and New Standard Plans

STRUCTURE PLANS

206-211	Retaining Wall RW 38058

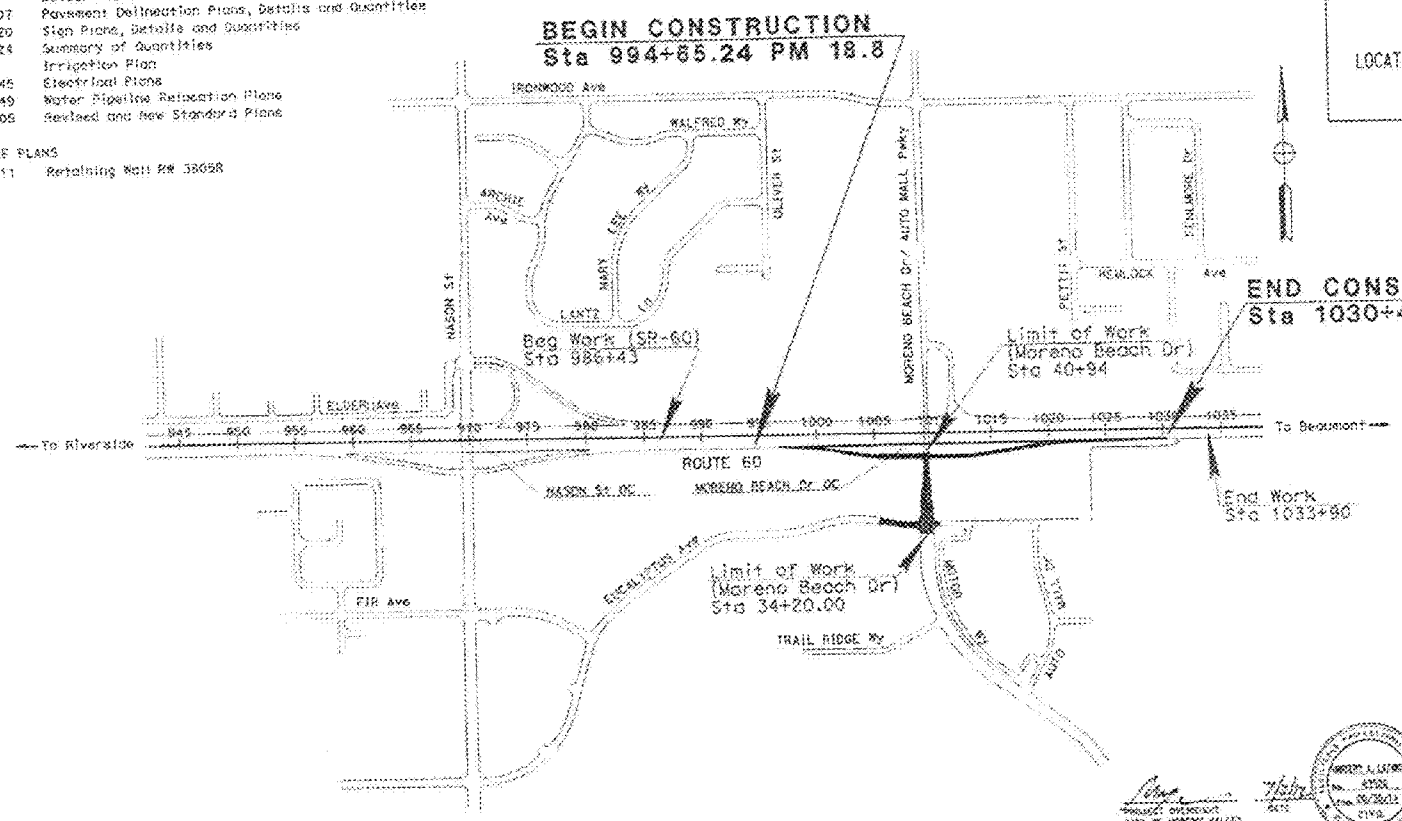

NO SCALE

THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE TO BIDDERS."

PLANS APPROVAL DATE

PROJECT ENGINEER
CITY OF MORENO VALLEY
REGISTERED CIVIL ENGINEER

PARSONS
2201 DUPONT DRIVE, SUITE 200
IRVINE, CALIFORNIA 92612
CITY OF MORENO VALLEY
14177 FREDERICK STREET
MORENO VALLEY, CALIFORNIA 92552

CONTRACT NO.	08-323014
PROJECT ID	0800000593

CONSULTANT DESIGN ENGINEER: PARSONS
CALTRANS DESIGN-SUPERVISOR: DU LU
REGISTRATION No. C45586
LICENSING EXPIRATION DATE: 12/31/12
DATE SIGNED:

THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE TO BIDDERS."

BORDER LAST REVISED 1/2/2008 | CALTRANS WEB SITE IS: HTTP://WWW.DOT.CA.GOV/ | RELATIVE BORDER SCALE IN INCHES 0 1 2 | USERNAME => DIN0319B | DGN FILE => 0800000593.DGN | UNIT 2252 | PROJECT NUMBER & PHASE 0800000593

MV00176913

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) - ZONAL PROJECT NO. XX-XXXXX

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **Consultant Company,** a (California corporation, partnership, sole ownership) hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

Attachment "B"

SAMPLE

AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. XX-XXXXX

DESCRIPTION OF PROJECT

1. The project is described as professional consultant _____ services for:

Project Name

Project No. XX-XXXXX

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $_____ in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on **Month Date, Year** unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "E" attached hereto and incorporated by this reference.

Or

SAMPLE

MV00176915

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the design/construction schedule as stated in the Notice to Proceed.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

12. The Consultant may also retain or subcontract for the services of other necessary

SAMPLE

consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

[for Non-design contracts]

15. (a) The Consultant agrees to indemnify, defend, and save the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), the Moreno Valley Community Services District (CSD) and the Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to

SAMPLE

any person, including injury to the City's, RDA's, CSD's, and WRCOG's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts, recklessness or willful misconduct of the City, RDA, CSD and WRCOG, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction.

Or [for Design contracts]

15. (a) To the maximum extent allowable by law, the Consultant agrees to indemnify, defend, and save the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), the Moreno Valley Community Services District (CSD) and the Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, RDA, CSD and WRCOG, their officers, agents or employees.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's, CSD's, and WRCOG's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA, CSD and WRCOG, their officers, agents or

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employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

Or [for Design/CM contracts]

15. (a) To the maximum extent allowable by law, the Consultant, when functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), the Moreno Valley Community Services District (CSD) and the Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, RDA, CSD, and WRCOG, their officers, agents or employees.

(b) The consultant, when not functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Community Redevelopment Agency (RDA), the Moreno Valley Community Services District (CSD) and the Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are

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caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, RDA, CSD, and WRCOG, their officers, agents or employees.

(c) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's, CSD's, and WRCOG's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA, CSD, and WRCOG, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any

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person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such Public Liability and Property Damage Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

GENERAL LIABILITY

Bodily Injury	$1,000,000 per occurrence
Property Damage	$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum general liability limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of

SAMPLE

California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, RDA, CSD and WRCOG against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) A Certificate of Insurance, or an appropriate insurance binder evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(h) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District and Western Riverside Council of Governments, their officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District and Western Riverside Council of Governments, its officers, employees and agents, under any third party liability policy."

(i) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed

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and qualified to conduct insurance business in the State of California.

(j) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings at all times and during all phases of the project.

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(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other projects without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

(b) Upon notice of termination, the Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain for its files copies of any and all materials, including drawings, documents, and specifications produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings, regardless of the completeness of said documents.

(c) The Consultant shall be entitled to copies of all furnished materials for his

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files and his subconsultants, if any.

(d) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant. Consultant acknowledges that Consultant work product produced under this Agreement may be public record under State law.

(e) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis,

SAMPLE

the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

25. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

27. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement.

SIGNATURE PAGE FOLLOWS

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MV00176926

AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. XX-XXXXX

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
Department Head/Mayor/City Manager
(Select only one please)

DATE: _____

Consultant Company

BY: _____

TITLE: _____
(President or Vice President)

BY: _____

TITLE: _____
(Corporate Secretary)

ATTEST:

_____
City Clerk *(not needed if City Manager signs)*

APPROVED AS TO LEGAL FORM:

_____
City Attorney

DATE: _____

Enclosures: Exhibit "A" – City's Request for Proposal
Exhibit "B" – Consultant's Proposal
Exhibit "C" – City's Responsibility
Exhibit "D" – Terms of Payment
Exhibit "E" – Consultant's Schedule

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CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

SAMPLE

EXHIBIT "C"

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed $_____.

2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml

3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at zara@moval.org or calls directed to (951) 413-3131.

4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees,

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late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:

   A. Vendor Name, Mailing Address, and Phone Number
   B. Invoice Date
   C. Vendor Invoice Number
   D. City-provided Reference Number (e.g. Project, Activity)
   E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

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EXHIBIT "D"

CONSTRUCTION COOPERATIVE AGREEMENT

This agreement, effective on January 4, 2012, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Moreno Valley, a body politic and municipal corporation or chartered city of the State of California, referred to as CITY.

For the purpose of this agreement, the term PARTNERS collectively refers to CALTRANS and CITY (all signatory parties to this agreement). The term PARTNER refers to any one of those signatory parties individually.

RECITALS

1. California Streets and Highways Code sections 114 and 130 authorize PARTNERS to enter into a cooperative agreement for performance of work within the State Highway System (SHS) right of way.

2. This agreement outlines the terms and conditions of cooperation between PARTNERS to complete the construction capital phase to improve the eastbound ramp configuration at Moreno Beach Drive on State Route 60 (SR-60) in the City of Moreno Valley and construct auxiliary lanes for the eastbound portion of the freeway between the Nason Street overcrossing and the Moreno Beach Drive overcrossing.

   For the purpose of this agreement, improvements to the eastbound ramp configuration at Moreno Beach Drive on SR-60 in the City of Moreno Valley and construction of auxiliary lanes for the eastbound portion of the freeway between the Nason Street overcrossing and the Moreno Beach Drive overcrossing will be referred to as PROJECT. All responsibilities assigned in this agreement to complete the construction capital phase of PROJECT will be referred to as OBLIGATIONS.

3. This agreement is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding PROJECT.

4. Prior to this agreement, the CITY developed the Project Report; Plans, Specifications and Estimate; and the Right of Way Certification (Cooperative Agreement No. 8-1314).

5. CITY prepared the environmental documentation for PROJECT.

6. The estimated date for OBLIGATION COMPLETION is December 31, 2014.

7. In this agreement capitalized words represent defined terms and acronyms. The Definitions section contains a complete definition for each capitalized term.

8. From this point forward, PARTNERS define in this agreement the terms and conditions under which they will accomplish OBLIGATIONS.

RESPONSIBILITIES

9. CITY is SPONSOR for 100% of PROJECT.

10. CALTRANS will provide IQA for the portions of WORK within existing and proposed SHS right of way. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.

11. CITY may provide IQA for the portions of WORK outside existing and proposed SHS right of way.

12. CITY is the only FUNDING PARTNER for this agreement. CITY's funding commitment is defined in the FUNDING SUMMARY.

13. CALTRANS is the CEQA lead agency for PROJECT.

14. CALTRANS is the NEPA lead agency for PROJECT.

15. CITY is IMPLEMENTING AGENCY for CONSTRUCTION.

SCOPE

Scope: General

16. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.

17. IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN. The District Construction Division, with input from Structure Construction must approve the Quality Management Plan (QMP) before the encroachment permit for construction is issued.

18. Any PARTNER may, at its own expense, have representatives observe any OBLIGATIONS performed by another PARTNER. Observation does not constitute authority over those OBLIGATIONS.

19. Each PARTNER will ensure that all of its personnel participating in OBLIGATIONS are appropriately qualified, and if necessary licensed, to perform the tasks assigned to them.

20. IMPLEMENTING AGENCY shall retain consultants and shall invite CALTRANS to participate in the selection and retention of consultants that participate in OBLIGATIONS. At least one representative from the Construction Division of CALTRANS shall participate in the selection process. A construction management firm shall not be selected without the approval by this representative.

21. If WORK is done under contract (not completed by a PARTNER's own employees) and is governed by the California Labor Code's definition of "public works" (section 1720(a)(a)), that PARTNER will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations.

22. IMPLEMENTING AGENCY for each PROJECT COMPONENT included in this agreement will be available to help resolve problems generated by that component for the entire duration of PROJECT.

23. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right of way.

    Contractors and/or agents, and utility owners will not perform WORK without an encroachment permit issued in their name.

24. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.

25. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law. Where applicable, the provisions of California Government Code section 6254.5(e) will govern the disclosure of such documents in the event that PARTNERS share said documents with each other.

    PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.

26. If any PARTNER receives a public records request, pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public records. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.

27. If HM-1 or HM-2 is found during a PROJECT COMPONENT, IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.

28. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.

29. CITY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits and outside the existing SHS right of way. CITY will undertake or cause to be undertaken HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.

30. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.

31. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

32. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this agreement.

33. IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with written quarterly progress reports during the implementation of OBLIGATIONS in that component.

34. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right of way as part of WORK become the property of CALTRANS.

    CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right of way.

35. IMPLEMENTING AGENCY for a PROJECT COMPONENT will accept, reject, compromise, settle, or litigate claims of any non-agreement parties hired to do WORK in that component.

36. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this agreement in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on claim.

37. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that

conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs, and provide billing and payment support.

38. PARTNERS will comply with the appropriate federal cost principles and administrative requirements outlined in the Applicable Cost Principles and Administrative Requirements table below. These principles and requirements apply to all funding types included in this agreement.

39. PARTNERS will ensure that any party hired to participate in OBLIGATIONS will comply with the appropriate federal cost principles and administrative requirements outlined in the Applicable Cost Principles and Administrative Requirements table below.

Applicable Cost Principles and Administration Requirements		
The federal cost principles and administrative requirements associated with each organization type apply to that organization.		
Organization Type	Cost Principles	Administrative Requirements
Federal Governments	2 CFR Part 225	OMB A-102
State and Local Government	2 CFR, Part 225	49 CFR, Part 18
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215
Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18
CFR (Code of Federal Regulations) **OMB (Office of Management and Budget)**		
Related URLs: • Various OMB Circular: http://www.whitehouse.gov/omb/grants_circulars • Code of Federal Regulations: http://www.gpoaccess.gov/CFR		

40. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this agreement.

41. PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.

42. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA, and CITY will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of

operation. The auditing PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

The audited PARTNER will review the draft audit, findings, and recommendations, and provide written comments within 30 calendar days of receipt.

Upon completion of the final audit, PARTNERS have 30 days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTNERS is subject to dispute resolution. Any costs arising out of the dispute resolution process will be paid within 30 calendar days of the final audit or dispute resolution findings.

43. Any PARTNER that hires another party to participate in OBLIGATIONS will conduct a pre-award audit of that party in accordance with the *Local Assistance Procedures Manual.*

44. PARTNERS will not incur costs beyond the funding commitments in this agreement. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, IMPLEMENTING AGENCY will promptly notify SPONSOR.

    IMPLEMENTING AGENCY has no obligation to perform WORK if funds to perform WORK are unavailable.

45. If WORK stops for any reason, IMPLEMENTING AGENCY will place all facilities impacted by WORK in a safe and operable condition acceptable to CALTRANS.

46. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER's responsibilities in this agreement, in order to keep PROJECT in environmental compliance until WORK resumes.

47. Each PARTNER accepts responsibility to complete the activities that it selected on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this agreement.

48. Contract administration procedures shall conform to CALTRANS' Construction Manual, Local Assistance Procedures Manual (if Federal funds are used), and the PROJECT encroachment permits.

49. If the Resident Engineer is not also a registered Landscape Architect, CITY will furnish, at CITY expense and subject to approval of CALTRANS Landscape Architecture, a registered Landscape Architect to perform work related to architecture treatment and landscaping and to perform the function of an Assistant Resident Engineer/Inspector who is responsible for both daily on-site inspections and final decisions including, but not

limited to, any highway planting and the irrigation systems that comprise a portion of the PROJECT work. Final decisions shall continue to be subject to the satisfaction and approval of CALTRANS.

50. Within one hundred eighty (180) days following the completion and acceptance of the PROJECT construction contract, to furnish CALTRANS with a complete set of "As-Built" plans (hard copy and electronic formats) in accordance with CALTRANS' then current CADD Users Manual, Plans Preparation Manual, and CALTRANS practice. The submittal must also include all CALTRANS requested contract records, including survey documents and Records of Surveys (to include monument perpetuation per the Land Surveyor Act, section 8771, including but not limited to preconstruction monumentation documents and a post construction Record of Survey). CITY shall also submit corrected full-sized hardcopy structure plans.

Scope: Environmental Permits, Approvals and Agreements

51. Each PARTNER identified in the Environmental Permits table below accepts the responsibility to complete the assigned activities.

Environmental Permits

Permit	Coordinate	Prepare	Obtain	Implement	Renew	Amend
404 USACOE	CITY	CITY	CITY	CITY	CITY	CITY
401 RWQCB	CITY	CITY	CITY	CITY	CITY	CITY
NPDES SWRCB	CITY	CITY	CITY	CITY	CITY	CITY
1602 DFG	CITY	CITY	CITY	CITY	CITY	CITY

Scope: CONSTRUCTION

52. CITY will advertise, open bids, award, approve, and administer the construction contract in accordance with the California Public Contract Code and the California Labor Code.

CITY will not advertise the construction contract until CALTRANS completes or accepts the final plans, specifications, and estimate package; CALTRANS approves the Right of Way Certification; and SPONSOR verifies full funding of CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL.

By accepting responsibility to advertise and award the construction contract, CITY also accepts responsibility to administer the construction contract.

PARTNERS agree that CITY is designated as the Legally Responsible Person and the Approved Signatory Authority pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally

Responsible Person and the Approved Signatory Authority as mandated by the Construction General Permit.

53. IMPLEMENTING AGENCY will implement changes to the construction contract through contract change orders (CCOs). PARTNERS will review and concur on all CCOs over $50,000.

CALTRANS must approve all CCOs affecting public safety or the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual prior to implementing the CCO.

54. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, all PARTNERS must be involved in determining how to proceed. If PARTNERS do not agree in writing on a course of action within 15 working days, this agreement will terminate.

55. CITY will require the construction contractor to furnish payment and performance bonds naming CITY as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS specifications.

56. CITY will submit a written request to CALTRANS for any SFM identified in the PROJECT plans, specifications, and estimate a minimum of 45 days prior to the bid advertisement date for PROJECT construction contract. CITY will submit a written request to CALTRANS for any additional SFM deemed necessary during PROJECT construction.

57. CALTRANS will make SFM available at a CALTRANS-designated location after CITY requests SFM and pays CALTRANS' invoice for estimated SFM costs.

58. As IMPLEMENTING AGENCY for CONSTRUCTION, CITY is responsible for maintenance within PROJECT limits as part of the construction contract.

59. PARTNERS will execute a separate maintenance agreement prior to OBLIGATION COMPLETION.

COST

Cost: General

60. The cost of any awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS COST.

61. CALTRANS, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way.

62. CITY, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within PROJECT limits and outside of the existing SHS right of way.

63. HM MANAGEMENT ACTIVITIES costs related to HM-2 are CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL costs.

64. The cost to comply with and implement the commitments set forth in the environmental documentation is an OBLIGATIONS COST.

65. The cost to ensure that PROJECT remains in environmental compliance is an OBLIGATIONS COST.

66. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is an OBLIGATIONS COST.

67. Independent of OBLIGATIONS COST, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.

68. Independent of OBLIGATIONS COST, CITY will fund the cost of its own IQA for WORK done outside existing or proposed future SHS right of way.

69. CALTRANS will provide encroachment permits at no cost to PARTNERS, their contractors, consultants and agents, and the following utility companies: Southern California Edison, Moreno Valley Utility, and Eastern Municipal Water District.

70. Fines, interest, or penalties levied against a PARTNER will be paid, independent of OBLIGATIONS COST, by the PARTNER whose actions or lack of action caused the levy. That PARTNER will indemnify and defend each other PARTNER.

71. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS COST only after those hired by PARTNERS to participate in OBLIGATIONS incur and pay those costs.

    Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Personnel Administration (DPA) rules current at the effective date of this agreement.

    If CITY invoices for rates in excess of DPA rates, CITY will fund the cost difference and reimburse CALTRANS for any overpayment.

72. The cost of non-IQA engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds are subject to the current Program Functional Rate. Local funds are subject to the current Program Functional Rate

and the current Administration Rate. CALTRANS periodically adjusts the Program Functional Rate and the Administration Rate.

73. If CALTRANS reimburses CITY for any costs later determined to be unallowable, CITY will reimburse those funds.

74. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is an OBLIGATIONS cost.

75. Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this agreement to place the right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

    That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

76. If there are insufficient funds in this agreement to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTNER implementing commitments or conditions accepts responsibility to fund these activities, as they apply to each PARTNER's responsibilities, until such time as PARTNERS amend this agreement.

    Each PARTNER may request reimbursement for these costs during the amendment process.

77. PARTNERS will pay invoices within 30 calendar days of receipt of invoice.

Cost: Environmental Permits, Approvals and Agreements

78. The cost of coordinating, obtaining, complying with, implementing, and if necessary renewing and amending resource agency permits, agreements, and/or approvals is an OBLIGATIONS COST.

Cost: CONSTRUCTION Support

79. The cost to maintain the SHS within PROJECT limits is an OBLIGATIONS COST until PARTNERS execute a separate maintenance agreement.

80. Each PARTNER listed below may submit invoices for CONSTRUCTION Support for source inspection:
    - CALTRANS may invoice CITY

81. PARTNERS will exchange funds for actual costs up to a maximum of $65,000.

CALTRANS will invoice CITY for $10,000 initial deposit 30 working days prior to the construction contract bid advertisement date. This deposit represents two (2) months' estimated support costs for source inspection.

Thereafter, CALTRANS will submit to CITY monthly invoices for estimated monthly costs based on the prior month's actual expenditures.

After PARTNERS agree that all WORK is complete, CALTRANS will submit a final accounting for all OBLIGATIONS COSTS. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this agreement.

Cost: CONSTRUCTION Capital

82. The cost of all SFM is a CONSTRUCTION CAPITAL cost.

CALTRANS will invoice CITY for the actual cost of any SFM as a CONSTRUCTION CAPITAL cost.

After PARTNERS agree that all WORK is complete, CALTRANS will submit a final accounting for all SFM costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this agreement.

SCHEDULE

83. PARTNERS will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN. The Project Manager must approve the PROJECT MANAGEMENT PLAN before the encroachment permit for construction is issued.

GENERAL CONDITIONS

84. PARTNERS understand that this agreement is in accordance with and governed by the Constitution and laws of the State of California. This agreement will be enforceable in the State of California. Any PARTNER initiating legal action arising from this agreement will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this agreement resides, or in the Superior Court of the county in which PROJECT is physically located.

85. All OBLIGATIONS of CALTRANS under the terms of this agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.

86. Any PARTNER performing IQA does so for its own benefit. No one can assign liability to that PARTNER due to its IQA activities.

87. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this agreement.

It is understood and agreed that CALTRANS will fully defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this agreement.

88. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this agreement.

It is understood and agreed that CITY will fully defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY and/or its agents under this agreement.

89. PARTNERS do not intend this agreement to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. PARTNERS do not intend this agreement to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.

90. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this agreement.

91. PARTNERS will not interpret any ambiguity contained in this agreement against each other. PARTNERS waive the provisions of California Civil Code section 1654.

92. A waiver of a PARTNER's performance under this agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this agreement does not constitute an amendment to or negate all other articles or sections of this agreement.

93. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

94. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within 30 calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.

95. PARTNERS will first attempt to resolve agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the Director of Public Works/City Engineer of CITY will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

    Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this agreement. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

    Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.

    PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this agreement or to enforce the provisions of this article including equitable relief.

96. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

97. If any provisions in this agreement are deemed to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other agreement provisions invalid, inoperative, or unenforceable, and PARTNERS will automatically sever those provisions from this agreement.

98. PARTNERS intend this agreement to be their final expression and supersede any oral understanding or writings pertaining to OBLIGATIONS.

99. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this agreement to include completion of those additional tasks.

100. PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.

101. This agreement will terminate upon OBLIGATION COMPLETION or an amendment to terminate this agreement, whichever occurs first.

However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

102. The following documents are attached to, and made an express part of this agreement: SCOPE SUMMARY, FUNDING SUMMARY.

DEFINITIONS

CALTRANS – The California Department of Transportation

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at http://www.dot.ca.gov/hq/projmgmt/guidance.htm.

CEQA (California Environmental Quality Act) – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

CFR (Code of Federal Regulations) – The general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

CONSTRUCTION CAPITAL – See PROJECT COMPONENT.

CONSTRUCTION SUPPORT – See PROJECT COMPONENT.

COOPERATIVE AGREEMENT CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this agreement and in all amendments to this agreement.

COST – The responsibility for cost responsibilities in this agreement can take one of three assignments:

- **OBLIGATIONS COST** – A cost associated with fulfilling OBLIGATIONS that will be funded as part of this agreement. The responsibility is defined by the funding commitments in this agreement.
- **PROJECT COST** – A cost associated with PROJECT that can be funded outside of OBLIGATIONS. A PROJECT COST may not necessarily be part of this agreement. This responsibility is defined by the PARTNERS' funding commitments at the time the cost is incurred.
- **PARTNER COST** – A cost that is the responsibility of a specific PARTNER, independent of PROJECT.

FHWA – Federal Highway Administration

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at www.fhwa.dot.gov/topics.htm.

FUNDING PARTNER – A PARTNER that commits a defined dollar amount to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds identified on the FUNDING SUMMARY under its name.

FUNDING SUMMARY – The table that designates an agreement's funding sources, types of funds, and the PROJECT COMPONENT in which the funds are to be spent. Funds listed on the FUNDING SUMMARY are "not-to-exceed" amounts for each FUNDING PARTNER.

GAAP (Generally Accepted Accounting Principles) – Uniform minimum standards and guidelines for financial accounting and reporting issued by the Federal Accounting Standards Advisory Board that serve to achieve some level of standardization. See http://www.fasab.gov/accepted.html.

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.

HM-2 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

IMPLEMENTING AGENCY – The PARTNER responsible for managing the scope, cost, and schedule of a PROJECT COMPONENT to ensure the completion of that component.

IQA (Independent Quality Assurance) – Ensuring that IMPLEMENTING AGENCY's quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan (QMP). IQA does not include any work necessary to actually develop or deliver WORK or any validation by verifying or rechecking work performed by another partner.

NEPA (National Environmental Policy Act of 1969) – The federal act that establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

OBLIGATION COMPLETION – PARTNERS have fulfilled all OBLIGATIONS included in this agreement, and all amendments to this agreement, and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

OBLIGATIONS – All responsibilities included in this agreement.

OBLIGATIONS COST – See COST.

OMB (Office of Management and Budget) – The federal office that oversees preparation of the federal budget and supervises its administration in Executive Branch agencies.

PARTNER – Any individual signatory party to this agreement.

PARTNERS – The term that collectively references all of the signatory agencies to this agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER's individual actions legally bind the other partners.

PROJECT – The undertaking to improve the eastbound ramp configuration at Moreno Beach Drive on SR-60 in the city of Moreno Valley and construct auxiliary lanes for the eastbound portion of the freeway between the Nason Street overcrossing and the Moreno Beach Drive overcrossing.

PROJECT COMPONENT – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- **PID (Project Initiation Document)** – The activities required to deliver the project initiation document for PROJECT.
- **PA&ED (Project Approval and Environmental Document)** – The activities required to deliver the project approval and environmental documentation for PROJECT.
- **PS&E (Plans, Specifications, and Estimate)** – The activities required to deliver the plans, specifications, and estimate for PROJECT.
- **R/W (Right of Way) SUPPORT** –The activities required to obtain all property interests for PROJECT.
- **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for PROJECT.
- **CONSTRUCTION SUPPORT** – The activities required for the administration, acceptance, and final documentation of the construction contract for PROJECT.
- **CONSTRUCTION CAPITAL** – The funds for the construction contract.

PROJECT COST – See COST.

PROJECT MANAGEMENT PLAN – A group of documents used to guide a project's execution and control throughout that project's lifecycle.

QMP (Quality Management Plan) – An integral part of the Project Management Plan that describes IMPLEMENTING AGENCY's quality policy and how it will be used.

RESIDENT ENGINEER – A civil engineer licensed in the State of California who is responsible for construction contract administration activities. Said engineer must be independent of the design engineering company and the construction contractor.

SAFETEA-LU – Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users

SCOPE SUMMARY – The attachment in which each PARTNER designates its commitment to specific scope activities within each PROJECT COMPONENT as outlined by the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at http://www.dot.ca.gov/hq/projmgmt/guidance.htm.

SHS (State Highway System) – All highways, right of way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

SPONSOR – Any PARTNER that accepts the responsibility to establish scope of PROJECT and the obligation to secure financial resources to fund PROJECT. SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT scope. If a PROJECT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

SFM (State Furnished Material) – Any materials or equipment supplied by CALTRANS.

WORK – All scope activities included in this agreement.

CONTACT INFORMATION

The information provided below indicates the primary contact data for each PARTNER to this agreement. PARTNERS will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this agreement.

The primary agreement contact person for CALTRANS is:
Jamal Elsaleh, Program/Project Management Office Chief
464 W. Fourth Street
San Bernardino, California 92401-1400
Office Phone: (909) 383-6710
Email: jamal.elsaleh@dot.ca.gov

The primary agreement contact person for CITY is:
Margery Lazarus, Senior Engineer, P.E.
P.O. Box 88005
Moreno Valley, California 92552-0805
Office Phone: (951) 413-3133
Email: margeryl@moval.org

SIGNATURES

PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

APPROVED

By: Ray Wolfe
RAYMOND W. WOLFE, PhD
Deputy District Director

P.D.

Date: 1/4/12

CERTIFIED AS TO FUNDS:

By: Lisa M Pacheco
LISA PACHECO
District Budget Manager

Date: 12/23/11

CITY OF MORENO

APPROVED

By: Michelle Dawson
for HENRY GARCIA
City Manager

Date: 12/19/11

APPROVED AS TO FORM AND PROCEDURE

By: Suzanne Burke
for ROBERT L. HANSEN
City Attorney

Date: 12-15-11

08-RIV-60-18.9/19.6
EA: 32301
District Agreement 08-1514
Project Number 0800000593

SCOPE SUMMARY

4	5	6	7	8	Description	CALTRANS	CITY	N/A
5	270				Construction Engineering and General Contract Administration		X	
		10			Construction Staking Package and Control		X	
		15			Construction Stakes		X	
		20			Construction Engineering Work		X	
		25			Construction Contract Administration Work		X	
			05		Secured Lease for Resident Engineer Office Space or Trailer		X	
			10		Set Up Construction Project Files		X	
			15		Pre-Construction Meeting		X	
			20		Progress Pay Estimates		X	
			25		Weekly Statement of Working Days		X	
			30		Construction Project Files and General Field Office Clerical Work		X	
			35		Labor Compliance Activities		X	
			40		Approved Subcontractor Substitutions		X	
			45		Coordination		X	
			50		Civil Rights Contract Compliance		X	
			99		Other Construction Contract Administration Products		X	
		30			Contract Item Work Inspection		X	
		35			Construction Material Sampling and Testing		X	
			05		Materials Sampling and Testing for Quality Assurance		X	
			10		Plant Inspection for Quality Assurance		X	
			15		Independent Assurance Sampling and Testing		X	
			20		Source Inspection	X		
		40			Safety and Maintenance Reviews		X	
		45			Relief From Maintenance Process		X	
		55			Final Inspection and Acceptance Recommendation		X	
		60			Plant Establishment Administration		X	
		65			Transportation Management Plan Implementation During Construction		X	
		80			Long-Term Environmental Mitigation/Mitigation Monitoring During Construction Contract		X	
		99			Other Construction Engineering and General Contract Administration		X	
6	275				Construction Engineering and General Contract Administration of Structures Work		X	
5	285				Contract Change Order Administration		X	
5	290				Resolve Contract Claims		X	
6	295				Accept Contract, Prepare Final Construction Estimate, and Final Report		X	
4	300				Final Right of Way Engineering		X	

PACT Version 10.1.2011_02_17

Initials / Date:
City Attorney: BMB Date: 1-9-12
City Manager: JMD Date: 1/10/12

FUNDING SUMMARY

Funding Source	Funding Partner	Fund Type	CON Capital	CON Support	Subtotal Support	Subtotal Capital	Subtotal Funds Type
LOCAL	CITY	City	$8,800,000	$450,000	$450,000	$8,800,000	$9,250,000
		Subtotals by Component	$8,800,000	$450,000	$450,000	$8,800,000	$9,250,000

MV00176951

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** ☐ a. bid/offer/application b. initial award c. post-award	**3. Report Type:** ☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known*: **Congressional District**, *if known*: 4c	**5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:** **Congressional District**, *if known*:	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $	
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Attachment "D"

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

LIST OF SUBCONSULTANTS

PROJECT NAME: _____

PROJECT NO: _____

CONSULTANT NAME: _____

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

Duplicate this form as necessary to report all subconsultant(s) information

Attachment "E"

PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) – PART I

The proposer shall list all subconsultants (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE subconsultants elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*

Distribution: 1) Original – Local Agency File

Attachment "F"

MV00176955

PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) – PART II

The proposer shall list all subconsultants who provided a quote or proposal but were not selected to participate as a subconsultant on this project. This is required fc compliance with Title 49, Section 26 of the Code of Federal Regulations. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*

Distribution: 1) Original – Local Agency File

MV00176956

EXHIBIT 10-O2 Local Agency Proposer DBE Information (Consultant Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

TOTAL CONTRACT AMOUNT ($): _____

PROPOSER'S NAME: _____

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified at the time proposals are due - include DBE address and phone number)	DOLLAR AMOUNT OF EACH DBE

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal-Aid Project Number: _____

Federal Share: _____

Contarct Award: _____

Total Claimed DBE Participation $ _____ _____ %

Local Agency certifies that the DBE certifications have been verified and all informations is complete and accurate.

Print Name Signature Date
Local Agency Representative

(Area Code) Telephone Number:

Signature of Proposer

Date (Area Code) Tel. No.

Person to Contact (Please Type or Print)

For Caltrans Review:

Print Name Signature Date
Caltrans District Local Assistance Engineer

Local Agency Proposer DBE Information (Consultant Contracts)
(Rev 6/27/09)

Distribution: (1) Copy - Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days after contract execution. Failure to send a copy to the DLAE within 15 days after contract execution may result in deobligation of funds for this project
(2) Original - Local agency files

MV00176957

INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION (CONSULTANT CONTRACTS)

SUCCESSFUL PROPOSER:

The form requires specific information regarding the consultant or other contract: Local Agency, Location, Project Description, Total Contract Amount, Proposal Date, and successful Proposer's Name.

The form has a column for the Work Item Number and Description or Services to be Subcontracted to DBEs. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the prime consultant. Enter DBE prime consultant's and subconsultant's certification number. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on or before the proposals are due and include DBE address and phone number).

Enter the Total Claimed DBE Participation dollar amount of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe exact portion of time to be performed by the DBE.) See "Notice to Proposers Disadvantaged Business Enterprise Information," (Exhibit 10-I) to determine how to count the participation of DBE firms.

Exhibit 10-O2 must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Number, Federal-aid Project Number, Federal Share, and Contarct Award fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the deobligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

MV00176958

MORENO VALLEY
WHERE DREAMS SOAR

CITY of MORENO VALLEY

CAPITAL PROJECTS DIVISION

Professional Consultant
Construction Surveying Services
for Project EA 08-32301
SR-60 / MORENO BEACH DRIVE - PHASE 1 IMPROVEMENTS PROJECT
Project Account No. 797.79731

PRESENTED BY:

COORY ENGINEERING
1718 N. Neville Street, Orange, CA 92865
TEL.: (714) 202-8700 FAX: (714) 202-8701

August 1, 2012

Exhibit "B"

COORY ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING

Capital Projects Division
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

August 1, 2012

Subject: **Construction Survey Services**
SR-60 / Moreno Beach Drive
Phase 1 Improvements Project
Moreno Valley, CA

Ladies and Gentlemen:

Coory Engineering is pleased to submit this proposal, and offer our company resources to the City of Moreno Valley in response to your Request for Proposal for the Construction Survey Services for the SR-60 / Moreno Beach Drive, Phase 1 Improvements Project. Our team is assembled with commitment and discipline to partner with the City of Moreno Valley and to implement this project on time and within a low budget. **Our overhead is very low and our fees are reasonable.**

Over the years, **our company completed similar projects for local agencies within Caltrans right-of-way and in compliance with CT encroachment permit, plans & specifications, and CT / local agencies survey staking manual and guidelines as applicable. Our field staff has excellent working relationship with Project Resident Engineers, Agency Representatives, and Caltrans Oversight Engineers. We are also looking forward to propose the survey work on the upcoming Nason Street project. If we are successful to be selected to perform the two projects at the same time, we will even bring in more savings to the City.**

We commit our resources acquired over thirty two years of successful execution of public and private projects, and offer our experienced and skilled project managers and surveyors for the execution of this project. We assign our top personnel to the key positions on the project. The assigned **Project Manager** for this project will be the undersigned, **Samir M. Khoury, a surveyor and a registered civil engineer with over thirty years of experience** as detailed later on in this proposal. Moreover, all other assigned personnel have superior knowledge of the ins and outs of various city improvement projects.

1718 N. Neville Street, Orange, CA 92865
TEL: (714) 202-8700 FAX: (714) 202-8701

MV00176960

August 1, 2012

Construction Survey Services
SR-60 / Moreno Beach Drive
Phase 1 Improvements Project
Moreno Valley, CA

We appreciate the opportunity to present our proposal and look forward to collaborative development of seamless delivery of this project, in a successful manner. **Our proposal meets or exceeds all requirements outlined in the City's RFP.**

Should you have any technical or contractual questions, please contact the undersigned at (714) 202-8700 or email skhoury@cooryengineering.com.

Sincerely,

Samir M. Khoury, PE
President, Coory Engineering

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Appendix 19

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Company Information

- Coory Engineering is certified by the State of California as a Small Business Enterprise **(SBE)**.
- Address: 1718 N. Neville Street
  Orange, CA 92865,
  Telephone: (714) 202-8700,
  Fax: (714) 202-8701.
- The company is a sole proprietorship, owned by Samir M. Khoury.
- Our firm was established in April of 1980.
- We specialize in the practice of General Civil Engineering, Land Surveying and Construction Management. Municipal projects comprise the majority of our work load.

Company contact person:

Mr. Samir M. Khoury
Telephone: (714) 202-8700
Email: Skhoury@cooryengineering.com

Samir M. Khoury is the responsible party for entering into contracts, signing agreements and entering into potential negotiation points.

MV00176963

A. Project Understanding

It is our understanding that the City of Moreno Valley is looking for a consulting firm that can provide Construction Survey services for the SR-60 / Moreno Beach Drive Phase 1 Improvements Project in the City of Moreno Valley.

Per the project plans and the RFP, the project in general is proposing the re-alignment of the SR-60/Moreno Beach eastbound off and on ramps, adding an eastbound auxiliary lane, installation of a new traffic signal at the new intersection of the eastbound ramps and Moreno Beach Drive, adding a retaining wall, adding ramp metering, extension of Eucalyptus Avenue to Moreno Beach Drive, modification of the traffic signal at the intersection of Eucalyptus Avenue and Moreno Beach Drive, coordination of utility relocations, irrigation, and related work. The work lies within Caltrans right of way, the work includes earthwork, grading, asphalt concrete paving, concrete retaining walls, roadway excavation, imported borrow, drainage pipes and minor concrete structures, concrete curb and gutter, EMWD water line relocation, overhead SCE relocation and related work.

Possible typical issue areas in a construction surveying project like this are the following:

- The availability of sufficient survey control
- Communication
- Lost stakes/ Re-staking
- Documentation
- Multiple concurrent tasks
- Utility coordination
- As-builts

The above items of possible typical project's issues do not pose a problem for us. We understand the parameters and nature of a project of this type and magnitude and are familiar with its complexities and the typical difficulties that are encountered. As part of the scope of delivering this project, Coory Engineering is familiar with the project plans, specifications and contract documents. This task is more of a second nature to us as a Survey company than it might be for other surveying outfits because of the nature of the services we provide as a whole. In addition to surveying services, we are also heavily involved in the preparation and delivery of construction documents and specifications for municipal projects such as this one. As such, there is no learning curve when our firm is involved.

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B. Project Approach

Over the years our experience has led us to the following approach in dealing with projects such as this one:

1. Research:

1.1 Research Control: Since there is already a design in place for this project, our first task would be to request that the City share with us the survey control that was used in the design phase. This will ensure that we are working within the same parameters as the intended design. As a routine however, we would still conduct our own independent research through City, County and Caltrans records in search for surveying monuments to be used in establishing horizontal and vertical control. Based on our research, our survey crew search for and locate these monuments in the field.

1.2 Construction Documents: A crucial step in this research process is the physical studying of the project plans and specifications to be fully familiar with the project intentions, needs, requirements and methodologies.

2. Site Preparation: Based on the research, the project plans and our assessment of the physical project parameters, we will locate and set a vertical and horizontal field survey control network. The control network will be verified for closure and accuracy, and will be placed in areas outside the construction zone areas, and posted with warnings not to be disturbed. This control will also be available for use by the contractors using laser equipment for purposes of rough-grading operation.

3. Electronic Files: We expect to receive from the City electronic files of the project design. These files will be used by our office engineer for the preparation of staking calculations. Portions of these electronic plans will also be downloaded into the data collectors for field use by the surveyors (as needed) along with the survey calculations.

4. Survey Request Form: Typically, to set a construction surveying task into motion, a survey request form needs to be filled out.
Our standard survey request form is clear in indicating the type of survey needed, the desired offsets, when the area will be ready for staking, when the survey stakes will be used and the order of priority if there is more than one area to be staked.
Unless the City has its own survey request form/ format, we will provide the contractor and/or the project manager with ours. A minimum notice of 24 hours is requested.

5. Minimum Hours: Typical industry minimum hours for a "move-in" is 4 hours. However, Coory Engineering does not have a minimum hour condition in place for this project. We are available to serve you with your maximum and minimal needs. Of course, better planning would slate a full day of work for a move-in if possible.

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6. Record Keeping: We are a highly organized company. Cut sheets will be provided on the same day that our work is done. The City will receive a copy of the cut sheets. The surveyor will retain a copy at all times and one copy will be delivered to our project files in the office. For speed, cut sheets are delivered to the City on the same day that a survey is conducted. However, our office copy will be verified for accuracy upon receipt from the field crew. In cases where a conflict is discovered in the cut sheets, the conflict is communicated with the field immediately.
Our cut sheets for any day of work are numbered 1, 2, 3 etc. However, for better filing and an easier re-tracing system, each page will have a continuous serial number.
All other project related paperwork will be filed and maintained up to date, readily available for delivery to the City upon request or upon audit.

7. Design Errors: If design errors are discovered by our surveyors or our office engineer while preparing the staking calculations, the errors will be reported to the City immediately. Plans will not be revised until permitted by the City and/or its designer.

8. Safety Issues: Our crews are used to working in a busy construction environment. They are well versed on safety and safety procedures are strictly enforced and followed.

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C. Project Management Plan

The following is a summary of tasks/ services that we will perform for this project:

- Our survey staff will work under the direction of the City's Resident Engineer / Project Manager and perform services in strict compliance with the contract plans, specifications, and Caltrans survey staking manual / guidelines.
- Meet with the City's Project Manager, CM Resident Engineer, CT Oversight Engineer and contractor to coordinate survey staking activities, notifications, and survey notes.
- Identify conflicts, provide field survey data to the Resident Engineer and designer, recommend solutions, document field changes for As-Built.
- Review contract documents, plans and specifications and become thoroughly familiar with the project.
- Research records and establish survey control.
- Participate in pre-construction, field, construction progress, contractors, public utility agencies and other governmental agency meetings.
- Coordinate with field contractors to determine the work to be completed and the status of the completed work.
- Maintain daily communication with City representatives and establish upcoming workload and schedule. Adjust schedule as necessary.
- Define in-house project team responsibilities & establish a system of checks & balances.
- Conduct in-house meetings with the survey crews to layout the planned work, delegate daily activities, deliverables and schedule.
- Establish a filing system & maintain a log.
- Conduct field construction surveying.
- Coordinate ongoing construction surveys and staking as required.
- Review and monitor contractor's request for re-staking.
- Submit reports of completed work to field inspector.
- Maintain copies of all survey documents (Field notes, Cut Sheets, etc...).
- Keep copies of construction surveying documents on-site.
- Provide measurement of contractor's extra work when requested by the City.

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- Provide labor compliance reports and certified payroll of field work.
- Participate in final walk-through meetings, as-built plan completion meetings and administrative meetings as necessary.

A project of this nature will require constant open communication and support. It needs the leadership of a project manager with experience who can communicate, anticipate, plan ahead and execute the plan seamlessly on time and within budget. Coory engineering will offer the services of Samir Khoury to act as Project Manager for this project. Samir is a surveyor and a registered civil engineer. He is an ex-employee of the Cities of Lynwood and Santa Fe Springs, and currently serves as a consultant to various cities.

Samir will be involved in City meetings with contractors, public utility agencies and other government agency representatives as requested. He will also attend pre-construction meetings, field meetings, construction progress meetings, equal opportunity meetings, final walk-through meetings, as-built plan completion meetings and other administrative meetings as necessary. Samir will be communicating and coordinating with the City project manager, construction manager and project engineer daily, to keep track of the remaining project budget versus the remaining project work on a regular basis.

Samir will be in charge of in-house meetings with the survey crews to layout the planned work, establish the tasks of the day, the methods of surveying to be employed and the order in which they are to be delivered.

Samir will prepare and maintain a log of survey work requested and completed, survey related computer files, daily survey work, survey field notes, survey grade sheets and survey related records and files. He will be providing labor compliance reports and certified payroll of Coory Engineering's field work.

We assign the following key personnel to provide the requested surveying services: Samir Khoury/ Project Administrator and Project Manager, Nader Ghashghai/ Project Surveyor, Karim Khoury/ (1st Backup) Project Surveyor, Roger Licea/ (2nd Backup) Project Surveyor and Steve Sarley/ Office Engineer for Staking Calculations. Other staff members are available to assist on the project as needed. Below is a project specific organizational chart.

Project-specific Organizational Chart:

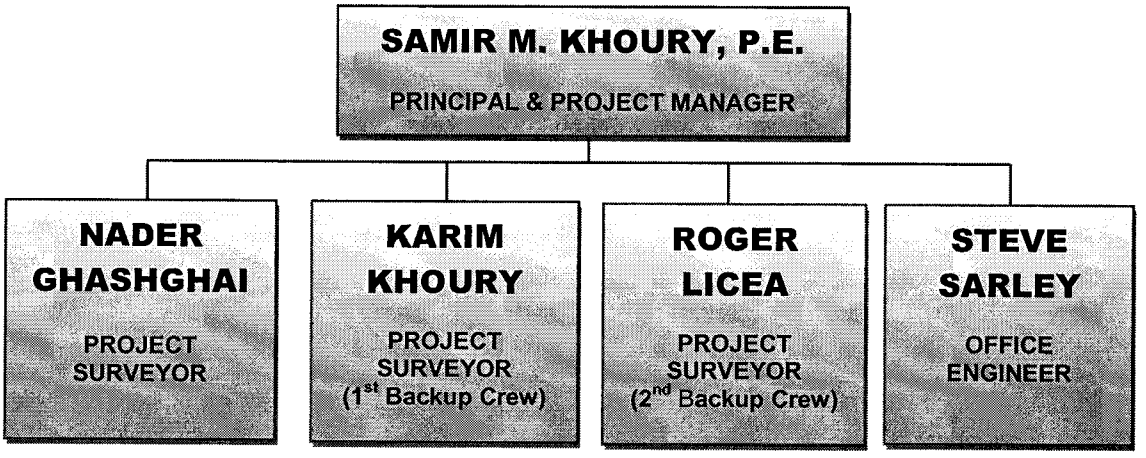

Key Personnel for This Project:

Samir M. Khoury / Project Manager:

Samir has over 30 years of experience, is a surveyor and a registered civil engineer in the State of California and he is an ex-employee of the Cities of Santa Fe Springs and Lynwood. He managed many projects for these cities and other cities within Caltrans right-of-way, coordinating work from the design stage through construction and completion. His experience ranges from involvement with heavy construction activities to simple routine street improvement projects. He will be responsible for entering into contract with the city, will oversee the project at large and will be responsible for quality control and quality assurance.

Nader Ghashghai / Project Surveyor
Primary Project Crew:

Nader holds a B.S. degree in Geomatics Engineering and Photogrammetry from Fresno State University. He has over 27 years of experience working in the field of surveying. Nader has been associated with Coory Engineering for the past 17 years. He will be in charge of the primary surveying crew assigned to this project.

Karim Khoury / Project Surveyor
1st Backup Project Crew:

Karim has over 20 years of experience working in the field of Surveying, Civil Engineering and land development. His background in Civil Design is what gives him an edge and makes him an asset in the field of Surveying. He has been associated with Coory Engineering for the past 20 years. He will be in charge of one of the surveying crews assigned to this project.

Roger Licea / Project Surveyor
2nd Backup Project Crew:

Roger has 20 years of experience working in the field of surveying, civil engineering design & land development. Roger is experienced in the use of GPS & Robotic instruments. Roger's experience includes field data collection, construction staking, ALTA surveys, Topographic & Boundary surveys, Flood Certificates, Earthwork Volume surveying. Roger is experienced working with Geologists. He has headed various surveys on many military bases from Coronado base in San Diego to Alameda Point.

Other personnel:

Other personnel assigned to this project are Survey Technicians, draftsmen and clerical staff as needed.

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D. Qualifications and Experience

Qualifications:

i. Coory Engineering has no outstanding or pending complaints as determined through the state of California Department of Consumer Affairs.

ii. Among the other personnel, we currently employ 4 Professional Engineers licensed in the state of California and 3 survey crews.

iii. Coory Engineering has been providing design, Survey and Construction Management services for the development of Capital Improvement projects for over 32 years.

Firm Background and Experience:

Coory Engineering is a General Civil Engineering, Surveying and Construction Management company with a major emphasis on Public Works/ Capital Improvement projects. Our firm is located in the City of Orange. Established in 1980, we have been in business for 32 years and are currently staffed with 19 employees. Many of our employees are ex-City employees that are familiar with City work and environment.

Over the years, our firm has repeatedly delivered one successful project after another, and we have done so for a number of public agencies.

In general, street improvement type projects represent the majority of public agencies' project work load. As a result, our work load has predominantly been dedicated to street improvement projects; new streets, street rehabilitation, sewer, water, storm drain, traffic signals, signing and striping, street lighting, utility work and utility coordination, NPDES, irrigation and landscaping, retaining walls, paving, and all associated construction staking.

Below is a partial list of Cities for whom we have performed Design, Construction Management and Construction Surveying services over the years:

Santa Fe Springs	Whittier	Norwalk	Pico Rivera
Montebello	Irwindale	Calabasas	West Covina
La Habra	Alhambra	Lynwood	Huntington Park
Azusa	Buena Park	Cerritos	Chino
Commerce	Downey	El-Monte	El Segundo

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Comparable Examples of previous work:

We were the engineering company of choice for the Cities mentioned below. These projects are similar in scope to the subject Project. We performed all the construction surveying:

- **LIVE OAK / ARROW HIGHWAY REHABILITATION PROJECT**

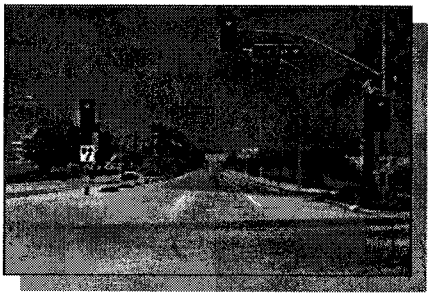

  - Overall Cost: $14,000,000.
  - 4.5 Miles Long.
  - Included Street Reconstruction and Landscaping.
  - **Caltrans ramps and bridge repair. (605 Freeway).**
  - Various types of infrastructures including Water, Sewer, Storm Drain, Signals & Lighting.
  - Completed – 2009.

- **GLADSTONE STREET REHABILITATION PROJECT**

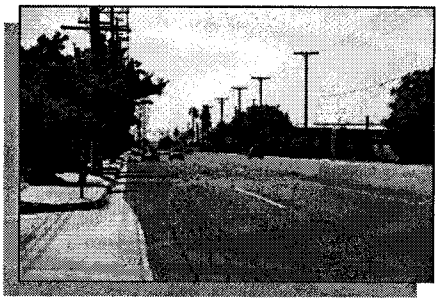

  - Overall Cost: $600,000. **(Stimulus Fund).**
  - 0.7 Miles Long.
  - Complete Reconstruction.
  - Completed – 2010.

- **KNOTT AVENUE REHABILITATION PROJECT**

  - Overall Cost: $1,950,000. **(Stimulus Fund).**
  - 1.0 Mile Long.
  - Reconstruction & Cold Milling.
  - Concrete Repairs.
  - Artificial Turf in Medians.
  - Completed – 2011.

- **LOS ANGELES ST. REHABILITATION PROJECT**

  - Cost: $1,500,000.
  - 0.7 Miles Long.
  - Complete Street Reconstruction.
  - **Caltrans Freeway Off-ramps and bridge repair.**
  - New & Modified Traffic Signals.
  - Completed – 2011.

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References:

i. **City of Irwindale**

Contact:
Mr. Kwok Tam, P.E.
Public Works Director/City Engineer
(626) 430-2212
5050 North Irwindale Avenue
Irwindale, CA 91706
ktam@ci.irwindale.ca.us.

Services Provided: Construction Surveying and Design for various public works projects such as Street Rehabilitation, Street Improvement, Storm Drain, Signing & Striping, Traffic Signal, Street Lighting, NPDES, including Specifications, Construction Management & Inspection. Also, we provided public works engineering support to relieve city staff as needed.

ii. **City of Santa Fe Springs**

Contact:
Mr. Don Jensen, P.E.
Director of Public Works/ City Engineer
(562) 868-0511
11710 Telegraph Road
Santa Fe Springs, CA 90670
djensen@santafesprings.org.

Services Provided: Construction Surveying and Design for various public works projects such as Street Rehabilitation, Street Improvement, Storm Drain, Signing & Striping, Traffic Signal, Street Lighting, NPDES, including Specifications, Construction Management & Inspection. Also, we provided public works engineering support to relieve city staff as needed, especially, to cover traffic engineering.

iii. **City of Buena Park**

Contact:
Mr. Nabil Henein, P.E.
Deputy City Engineer
(714) 562-3685
P.O. Box 5009
Buena Park, CA 90622-5009
nhenein@buenapark.com.

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Services Provided: Construction Surveying and Design for various public works projects such as Street Rehabilitation, Street Improvement, Storm Drain, Signing & Striping, Traffic Signal, Street Lighting, NPDES, including Specifications, Construction Management & Inspection.

E. Staffing Plan

We are committing 3 crews to be dedicated to this project. Each crew is made up of two persons, a party Chief and a Chainman. Nader Ghashghai's crew will be the primary crew deployed for the project surveying services. If additional crews are needed to satisfy the workload on any given day, then additional crews will be deployed. Each crew is self-sufficient. Each crew is furnished with a fully equipped, fully stocked survey truck. Our crews can be in three separate locations at the same time, performing separate or related tasks.

Approach:

A typical survey task is initiated in one of two ways; pre-scheduled per a project master schedule, or 24 hours in advance of the requested task by an authorized person who makes this request in writing by completing a "Request for Surveying" form. The form is received by Samir Khoury (the Project Manager) who passes it on to Steve Sarley (the Office Engineer). Steve prepares the calculations and an exhibit of the work to be done. The survey crew is prepared and deployed. When additional survey crews are needed, the protocol to follow is the same. Samir deploys the needed number of crews to the job site as necessary.

With 3 crews available to this project, enough resources are available to ensure project needs are met seamlessly and on time.

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EXPERIENCE / ALLOCATION MATRIX

Survey Team	AVAILABILITY (%)	Experience (Years)	Education	Street Improvement	FWY Projects	Road Rehabilitation	Storm Drain	Open Channels	Dry Utilities	Wet Utilities	Traffic Control	On-ramps/ Off-ramps	Retaining Walls	Piles	Boundary Surveys
Samir Khoury (Project Manager)	100%	32	BS	√	√	√	√	√	√	√	√	√	√	√	√
Steve Sarley (Office Engineer)	100%	25	AA	√	√	√	√	√	√	√	√	√	√	√	√
Nader Ghashghai (Party Chief)	100%	27	BS	√	√	√	√	√	√	√	√	√	√	√	√
Karim Khoury (Party Chief)	100%	20	LBCC ITT HASP	√	√	√	√	√	√	√	√	√	√	√	√
Roger Licea (Party Chief)	100%	20	RCC LATT ITT	√	√	√	√	√	√	√	√	√	√	√	√

F. Work Plan and Schedule

Within one week of the City's Notice to Proceed, Coory Engineering will be available to meet with the City staff to initiate the Project. The meeting will establish clear lines of communications and will cover the review and revision of the project schedule and scope of work. The meeting will be used as a platform to establish general guidelines and to discuss project parameters and constraints and to obtain any additional data.

Coory Engineering will meet with City staff on a regular basis to review the cost, schedule, status and progress of the work, as well as anticipated problems and potential solutions. Coory Engineering will submit status reports on various tasks as needed to keep the City informed.

Coory Engineering shall be available for meetings with City staff, utility agencies and project contractor as needed to complete the project.

Coory Engineering will attend the preconstruction meeting and provide recommendations as necessary.

Coory Engineering will follow and adhere to the agreed-upon construction schedule. We will prepare calculations and conduct construction surveying tasks within 24 hours of notice to provide services, or at a pre-scheduled timeline within the agreed-upon working days.

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G. Quality Control and Assurance

We at Coory Engineering have developed and implemented a system of checks and balances that delivers value engineering, constructability, budget control, design completeness and timely delivery.

Before kicking off a project, the project manager and surveyors are issued construction documents, plans and specifications to be fully informed and familiar with the project. Project team members are invited to an in-house project kickoff meeting. The entire team from Principal to technicians is fully informed on the project parameters, scope and schedule expectations. Items that are identified as potential problems are addressed and solutions to the problems are shared. With the combined collaborative input of the team, we are able to review, discuss, share and plan the procedures and project guidelines to be followed. We establish responsibilities and expectations for deliverables. By discussing the project and airing out solutions, we are able to identify and avoid shortfalls or conflicts.

Over the years, the track record of this system of in-house peer review speaks for itself. This system of project development has been proven to deliver timely quality and budget control.

We have a long history of delivering capital improvement projects to our clients on time and within budget. We strive on minimizing change orders to our clients. You are welcome to contact our listed references.

H. Additional Relevant Information

Our team is assembled with commitment and discipline to partner with the City of Moreno Valley and implement the subject project on time and within budget. Our staff members have superior knowledge of the ins and outs of city improvement projects and they have a long track record of successfully completing projects on time and budget.

The following is our company's organizational chart.

MV00176976

COMPANY'S ORGANIZATIONAL CHART

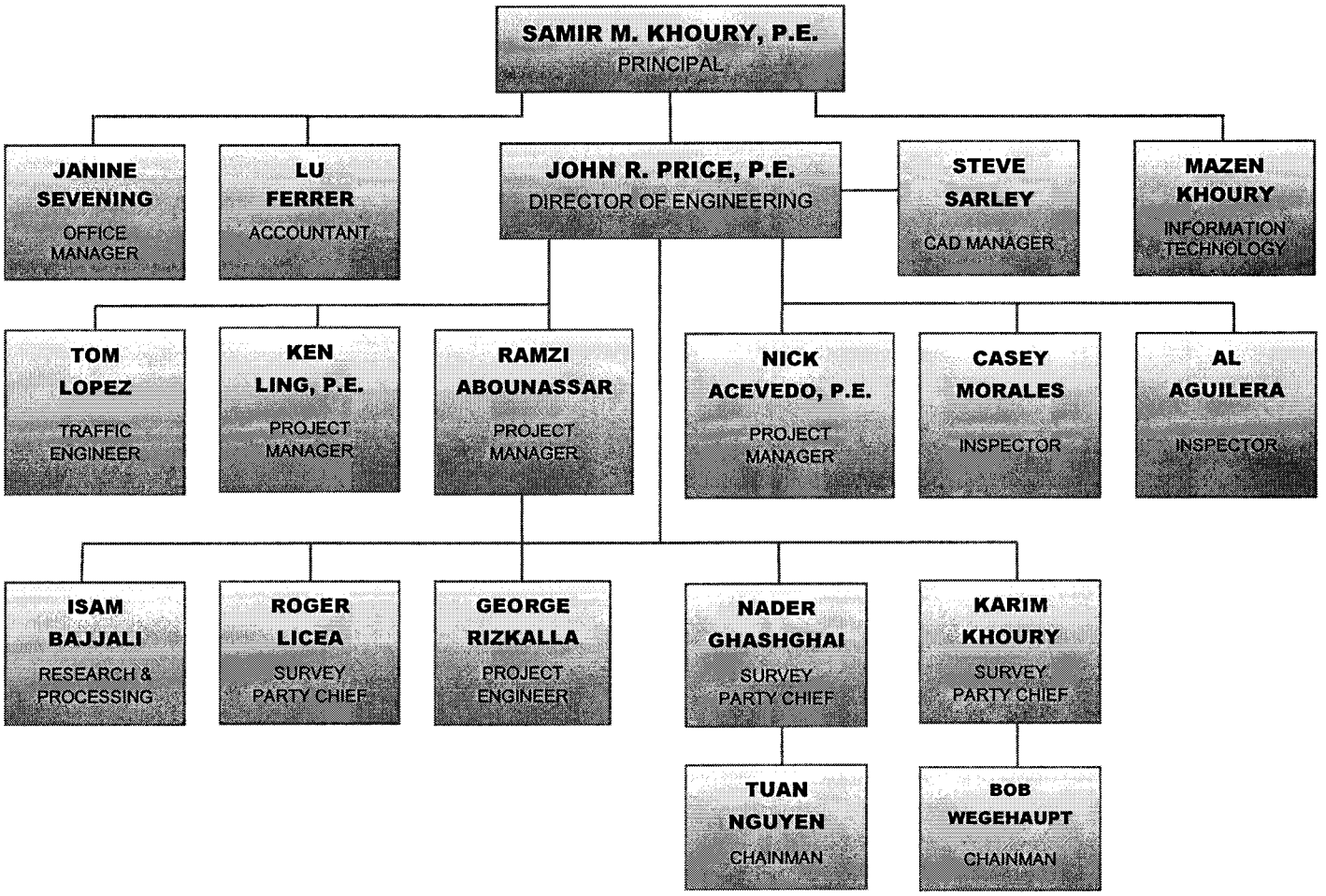

WHY COORY ENGINEERING

Coory Engineering is distinguished for the following reasons:

- **Our Overhead is very low and our fees are reasonable.**
- **We have been in this business for many years (established in 1980). Therefore, in our 32 years of service, we have acquired allot of experience and have served all types of projects, ranging from simple to the very complex.**
- **Our crews are supervised by Samir Khoury who was formally educated as a surveyor and then as an engineer, acquiring RCE license No. 30567 in 1979. Samir worked in the field and in the office for over thirty years.**
- **Coory Engineering is a design/survey company. We also offer inspection and construction management services. Therefore, we have a strong understanding of the design message that needs to be applied in the field. This ability gives us a strong tool to quickly identify technical conflicts and the ability to offer quick solutions without delaying the job. We have a strong understanding of the various industry standards including the Green Book, LAPM, EMWD, CALTRANS, CALDOT, WATCH, ETC.**
- **We are punctual, fast, fully equipped and properly insured. Our errors and omissions insurance exceed City requirements.**
- **We respect and follow construction protocol and the chain of command.**
- **Coory Engineering is experienced with and accustomed in serving public agencies. We are familiar with public works. 70% of our work load is dedicated to public agencies.**
- **We are known for our integrity as can be verified from our numerous references.**

MV00176978

I. Proposal Statements

1. Moreno Valley's Request for Proposal for Professional Consultant Construction Survey Services for Project No. EA 08-32301 (Account No. 797.79731) shall be incorporated in its entirety as part of Coory Engineering's Proposal to perform these services.

2. Moreno Valley's Request for Proposal for Professional Consultant Construction Survey Services for Project No. EA 08-32301 (Account No. 797.79731) and Coory Engineering's Proposal to provide these services will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by Coory Engineering and the Mayor or City Manager of Moreno Valley.

3. Coory Engineering's Services to be provided, and fees therefore, will be in accordance with the City of Moreno Valley's Request for Proposal except as otherwise specified in the Consultant's proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL", if any.

4. The Hourly Rate Schedule included in the separate sealed envelope is hereby made a part of Coory Engineering's Proposal for use in invoicing for progress payments and for extra work incurred. All extra work will require prior approval from the City of Moreno Valley.

5. No Sub-consultants are proposed at this time. It is acknowledged and understood that Coory Engineering will not be allowed to introduce or change a sub-consultant without written permission from the City of Moreno Valley.

6. All charges for Coory Engineering's services are a "Not-to-Exceed Fee" and include conservatively estimated reimbursable expenses, as submitted with and made a part of this proposal.

7. Coory Engineering will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.

8. Coory Engineering will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during or after the construction work.

9. The Hourly Rate Schedule included in the separate sealed envelope is hereby made a part of Coory Engineering's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of Moreno Valley's Request for Proposal for Professional Consultant Construction Survey Services for Project No. EA 08-32301 (Account No. 797.79731). All extra work will require prior approval from the City of Moreno Valley.

An itemized cost breakdown for the work described herein is included in a sealed envelope as part of our Proposal submittal.

10. Coory Engineering does not and will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

11. All Federal laws and regulations shall be adhered to, notwithstanding any State or local laws or regulations. In case of conflict between Federal, State or local laws or regulations, the strictest shall be adhered to.

12. Coory Engineering shall allow all authorized Federal, State, County, and City officials access to our place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.

13. Coory Engineering shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decisions" and State of California prevailing wage rates, respectively.

14. Coory Engineering shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFT 3) issued pursuant thereto, and amendments thereof.

15. Coory Engineering offers and agrees to assign to the City all right, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 13700] of Part 2 if Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parities.

16. Coory Engineering shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Coory Engineering will take all necessary and reasonable steps to make sure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is subject to solicitation (if other consultants are deemed necessary for the performance of this proposal).

17. A Completed "Disclosure of Lobbying Activities" form is included in the appendix of this proposal.

18. No Sub-consultants are proposed for this project at this time. We have 3 survey crews available for this project as needed.

J. Additions or Exceptions to the City's Request for Proposal

Coory Engineering takes no Exceptions to the provisions and conditions of the City of Moreno Valley's Request for Proposal for Professional Consultant Construction Survey Services for Project No. EA 08-32301 (Account No. 797.79731).

APPENDIX

1. **Resource Allocation Matrix**

2. **Lobbying Disclosure Form**

Note: The company Rate Schedule mentioned in city's RFP item "G", Page 4 of 12 is included in the "FEES Sealed Envelope" in order to protect the confidential nature of consultant's selection based on qualifications.

MV00176981

RESOURCE ALLOCATION MATRIX

Item #	Description	Project Manager	Office Engineer	2-men Survey Crew
1.	Research	4	4	-
2.	Monument Tie-Outs and Mark-ups for replacement	1	1	8
3.	Set site Control	-	-	6
4.	Meetings	60	-	20
5.	Mark Removals	1	2	8
6.	Mark Roadway Excavation	1	2	8
7.	Retaining Walls	1	2	8
8.	Staking for Piles	1	4	36
9.	Curb & Gutter	4	12	50
10.	Dykes	1	4	24
11.	Driveways	1	1	6
12.	Sidewalks, if needed	-	1	16
13.	Curb Ramps	-	2	12
14.	Local Depressions	-	2	8
15.	24" RCP - Storm Drain	1	3	24
16.	84" RCP - Storm Drain	1	1	4
16.	Pipe Culvert	1	1	4
17.	Water Lines	1	2	12
18.	Staking for Paving	3	8	40
19.	Chain Link Fence	1	2	12
20.	Guard Rail	1	2	14
21.	Beam Barrier	-	1	2
22.	Cable Railing	-	1	4
23.	Concrete Barrier	-	1	3
24.	Ramp Metering	-	1	4
25.	Staking for Signals and Lighting	1	2	16
26.	Staking for Sign Locations	1	2	16
27.	Miscellaneous Staking	2	8	40
28.	Re-Staking Due to Damaged Stakes	2	4	20
	Totals	**90**	**76**	**425**

Not Applicable (No lobbying activities)

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**3. Report Type:** a. initial filing _____ b. material change

4. Name and Address of Reporting Entity: ____ Prime _____ Subawardee Tier_____, if Known: **Congressional District, if known:**	**5. If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District, if known:**
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
7. **Federal Action Number,** *if known:*	**9. Award Amount,** *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** Samir M. Khoury **Title:** Principal **Telephone No.:** (714) 202-8700 **Date:** August 1, 2012
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

COORY ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING

Ms. Margery Lazarus, PE
Senior Engineer
Capital Projects Division
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

September 6, 2012

Subject: **Construction Survey Services**
SR-60 / Moreno Beach Drive
Phase 1 Improvements Project
Moreno Valley, CA

Dear Ms. Lazarus:

Thank you for discussing the subject project with me in regards to the details of the required services.

In accordance with our discussion, attached, please find our updated fee schedule.

We are looking forward to serving the City of Moreno Valley.

Sincerely,

Samir M. Khoury

Samir M. Khoury, PE
President, Coory Engineering

1718 N. Neville Street, Orange, CA 92865
TEL: (714) 202-8700 FAX: (714) 202-8701

FEE SCHEDULE

Item #	Description	Project Manager $180/Hr.	Office Engineer $125/Hr.	2-men Survey Crew $215/Hr.	Amount
1.	Research	2 Hrs	3 Hrs	0 Hrs	$735.00
2.	Monument Tie-Outs and Mark-ups for replacement	1	1	6	1,595.00
3.	Set site Control	0	0	6	1,290.00
4.	Meetings	8	0	0	1,440.00
5.	Mark Removals	1	2	8	2,150.00
6.	Mark Roadway Excavation	1	2	8	2,150.00
7.	Retaining Walls	1	2	8	2,150.00
8.	Moreno Beach, Eucalyptus, Ramps and Auxiliary Lane Alignments and curbs	4	12	90	21,570.00
9.	Dykes	1	4	16	4,120.00
10.	Driveways	1	1	6	1,595.00
11.	Curb Ramps	0	2	12	2,830.00
12.	24" RCP - Storm Drain	1	3	18	4,425.00
13.	84" RCP - Storm Drain	1	1	4	1,165.00
14.	Pipe Culvert	1	1	4	1,165.00
15.	Water Lines / Utilities	1	2	20	4,730.00
16.	Staking for Rough Grading & Fine Grading / Roadways	3	8	30	7,990.00
17.	Staking for R/W - Chain- Link Fence	1	2	12	3,010.00
18.	Guard Rail	1	2	14	3,440.00
19.	Beam Barrier	0	1	2	555.00
20.	Concrete Barrier	0	1	3	770.00
21.	Staking for Sign Locations	1	2	16	3,870.00
22.	Miscellaneous Staking	2	6	30	7,560.00
23.	Re-Staking Due to Damaged Stakes	-	-	20	4,300.00
24.	Reimbursables	-	-	-	7,000.00
	Totals	**32 Hrs.**	**58 Hrs.**	**333 Hrs.**	**$91,605.00**
				SUB-TOTAL NOT TO EXCEED	**$91,605.00**
				Additional Services Only as Authorized by the City	**9,200.00**
				TOTAL NOT TO EXCEED	**$100,805.00**

Coory Engineering

By: *Samir M. Khoury*

Samir M. Khoury, PE

Note: The following company's rate schedule shall be used for invoicing for progress payments and for extra work incurred. All extra work will require prior City approval.

COORY ENGINEERING

CIVIL ENGINEERING & LAND SURVEYING

COMPANY'S RATE SCHEDULE

Professional Consultant
Construction Surveying Services
For Project EA 08-32301
SR-60 / MORENO BEACH DRIVE - PHASE 1 IMPROVEMENTS PROJECT
Project Account No. 797.79731

- **OFFICE:**

PRINCIPAL ENGINEER (Samir M. Khoury, Project Manager):	$180.00/HR
OFFICE ENGINEER (Steve Sarley, Office Engineer / Staking Calculations):	125.00

- **SURVEYING:**

1-MAN PARTY: (Nader Ghashghai, Party Chief):	$125.00/HR
2-MEN PARTY: (Any of our 3 survey crews):	215.00

Coory Engineering

By: *Samir M. Khoury*

Samir M. Khoury, PE

1718 N. Neville Street, Orange, CA 92865

TEL: (714) 202-8700 FAX: (714) 202-8701

CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT "C"

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed $100,805.

2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml

3. The Consultant shall notify the City in writing ten (10) days in advance of incurring costs at the following milestones: 50%, 75%, and 90% of expended budget. The City will monitor Consultant's expenditure levels in comparison to the physical construction work completed, and if progress is satisfactory in the judgment of the City, City will provide written authorization to proceed to the next milestone. City reserves the right to adjust staffing levels and personnel as appropriate. Consultant shall not change any personnel or subconsultants without prior authorization by the City.

4. The Consultant will submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the

EXHIBIT "D"

City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at zara@moval.org or calls directed to (951) 413-3131.

5. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall/forms.shtml#bf

6. The minimum information required on all invoices is:

   A. Vendor Name, Mailing Address, and Phone Number
   B. Invoice Date
   C. Vendor Invoice Number
   D. City Purchase Order Number
   E. City-provided Reference Number (e.g. Project, Activity)
   F. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

7. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: September 28, 2012

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of September 5-18, 2012.

Reports on Reimbursable Activities September 5-18, 2012		
Council Member	Date	Meeting
William H. Batey II		None
Marcelo Co	9/5/12 – 9/7/12	League of California Cities Annual Conference
Robin N. Hastings		None
Jesse L. Molina	9/5/12 – 9/7/12	League of California Cities Annual Conference
Richard A. Stewart		None

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: September 25, 2012

TITLE: BIENNIAL UPDATE ON PUBLIC RIGHT OF WAY ACCESS AMERICANS WITH DISABILITIES ACT TRANSITION PLAN

RECOMMENDED ACTION

Staff recommends that the City Council receive and file this Biennial Update on Public Right of Way Access Americans with Disabilities Act Transition Plan.

BACKGROUND

The City's "Americans with Disabilities Act Transition Plan" (ADATP) approved by Council on January 10, 1995, created a plan to bring public buildings, facilities, and access infrastructure into ADA compliance. This included ADA compliance within the public right of way as was required at the time. Since the original ADATP was approved, changes in the law require a more comprehensive approach to public right of way ADA compliance. City staff drafted the Public Right of Way Access Americans with Disabilities Act Transition Plan (PROWADATP) focusing on infrastructure compliance within the public right of way only and presented it to the City Council at its Study Session meeting on August 17, 2010. City Council approved the plan and passed Resolution No. 2010-81 to approve and adopt said plan on September 14, 2010. The PROWADATP serves as an extension of the original 1995 ADATP. Resolution No. 2010-81 requires staff to update the City Council biennially on the progress of the PROWADATP.

DISCUSSION

The PROWADATP requires self-evaluation of the City's infrastructure ADA compliance and accommodation within the public right of way. The PROWADATP adopted the ADA Accessibility Guidelines (ADAAG) for infrastructure compliance within the public right of way which includes but is not limited to sidewalks, curbs, gutters, ramps, access to public transit facilities (bus stops), and traffic signals.

Due to the magnitude of the work effort, staff uses a three phased approach to determine initial priority classification of the infrastructure needs.

- Phase One: Review and prioritize accommodation requests from persons with disabilities.
- Phase Two: Evaluate existing infrastructure and creates a citywide priority database.
- Phase Three: Evaluate the new curb ramp and sidewalk infill where no infrastructure currently exists.

The prioritization is further refined by a location-based 5-Tier system. Tier 1 includes locations nearest to bus stops and routes. Tier 2 includes locations fronting public facilities. Tier 3 locations are adjacent to privately-owned public accommodations. Tier 4 locations do not fall into any other Tiers but are within 50 feet of a existing sidewalk network. Tier 5 locations do not fall into any other Tiers and are greater than 50 feet from an existing sidewalk network.

A 100-point system based on pedestrian safety, use, missing infrastructure, accessibility, vehicle volume and speeds, pedestrian volume and alternative access routing for an ADA total compliance is also used in refining the prioritization.

City staff identified over 3,630 intersections as part of the PROWADATP self evaluation process within Tiers 1 through 5 as a focused priority work effort. Based on the public feedback, monitoring, and inventory process established by the PROWADATP, staff has assessed the following:

- Tier 1: Completed 202 inventoried intersections (approximately 628 corners)
- Tier 2: Completed 382 inventoried intersections (approximately 1,190 corners) with 243 intersections remaining to be inventoried
- Tiers 3, 4, and 5: 2,803 intersections to be inventoried

During Fiscal Year 2012/2013, staff will continue to build the City's ADA compliance database.

As a separate parallel effort, City staff constructed 182 ramps which included five (5) ADA funded project locations (18 intersection corners) in Fiscal Years 2010/20111 and 2011/2012. Approximately 18,000 square feet of infill sidewalk has also been

constructed. Staff anticipates completing an additional five (5) intersections (14 intersection corners) in Fiscal Year 2012-2013. Those locations are:

- Blueberry and John F. Kennedy Drive
- Edgemont Street and Eucalyptus Avenue
- Heacock Street and Bay Avenue
- Heacock Street and Dracaea Avenue
- Kochi and Eucalyptus Avenue

Staff encourages public feedback and recommendations by interested parties such as persons with disabilities and/or organizations representing persons with disabilities. Since the PROWADATP approval, City staff has held Advisory Committee Meetings on June 13, 2011 and August 29, 2012 as well as a Public Outreach Meeting on July 31, 2012. The public was notified and invited to these meetings. The City has established an ADA website where the public can access information on the City's ADA activities and link to other local, state and federal sites. The website also links viewers to the City's PROWADATP and the complaint/grievance form with instruction for processing. The City will continue to improve its outreach efforts with the disabled community.

FISCAL IMPACT

The PROWADATP establishes a dedicated annual program called the Annual ADA Compliance Curb Ramp Upgrades that allocates $200,000 per fiscal year to address ADA compliance issues. The annual funding comes from Gas Tax (Fund 2000) monies and is restricted to transportation related improvements and activities within the public right of way and cannot be used for other purposes. As an aggregate, in Fiscal Years 2010/2011 and 2011/2012, the City spent approximately $353,000 of Gas Tax monies, $142,000 of SB 821 Funds and $1.25 million of other various CIP Funds on ramp and sidewalk construction. The CIP Funds included Measure A (Fund 2001), Safe Routes to School (SR2S) Grant monies, Community Development Block Grant (CDBG) monies (Fund 2512), 2005 Lease Revenue Bonds (Fund 3401), DIF Arterial Streets (Fund 3301), and TUMF Capital Projects (Fund 3003).

CITY COUNCIL GOALS

ADVOCACY:
Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives and goals to appropriate external governments, agencies and corporations.

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community and provide protection for citizens who live, work, and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS:
Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, and neighborhood restoration.

SUMMARY

Resolution 2010-81 provides for a biennial update of the PROWADATP efforts and to City Council.

ATTACHMENTS

None

Prepared By:
Guy Pegan, P.E.
Senior Engineer

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

MINUTES - REGULAR MEETING OF SEPTEMBER 11, 2012
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

MINUTES - REGULAR MEETING OF SEPTEMBER 11, 2012
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

MINUTES - REGULAR MEETING OF SEPTEMBER 11, 2012
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: September 25, 2012

TITLE: A PUBLIC HEARING REGARDING PA08-0033 (GENERAL PLAN AMENDMENT), PA08-0034 (CHANGE OF ZONE) AND PA08-0035 (CUP) FOR A SMOG INSPECTION STATION AND TIRE SALES COMMERCIAL BUSINESS AT 22184 ALESSANDRO BOULEVARD. THE PROPOSED GENERAL PLAN AMENDMENT WILL CHANGE THE LAND USE DESIGNATION OF A 0.54 ACRE PORTION OF A PARCEL LOCATED AT 22184 ALESSANDRO BOULEVARD FROM RESIDENTIAL/OFFICE (R/O) TO COMMERCIAL (C). THE CHANGE OF ZONE WILL CHANGE THE ZONING OF THE PARCEL FROM OFFICE COMMERCIAL (OC) TO COMMUNITY COMMERCIAL (CC). THE APPLICANT IS SOCRATES URENA.

RECOMMENDED ACTION

Staff recommends that the City Council conduct a public hearing for General Plan Amendment PA08-0033, Change of Zone PA08-0034 and Conditional Use Permit PA08-0035 and subsequent to the public hearing:

1. ADOPT a Negative Declaration for PA08-0033 (General Plan Amendment), PA08-0034 (Change of Zone) and PA08-0035 (Conditional Use Permit) in that this project will not result in significant environmental impacts);

2. ADOPT City Council Resolution No. 2012-75 thereby APPROVING General Plan Amendment PA08-0033, based on the findings in the City Council Resolution;

3. INTRODUCE Ordinance No. 854 thereby APPROVING Zone Change PA08-0034, based on the findings in the City Council Ordinance; and

4. ADOPT City Council Resolution No. 2012-76 thereby APPROVING Conditional Use Permit PA08-0035 for a Smog Inspection Station and Tire Sales commercial business at 22184 Alessandro Boulevard, based on the findings in the Resolution, and the conditions of approval as attached to the resolution as Exhibit A.

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Planning Commission at its May 10, 2012, meeting approved Planning Commission Resolution No. 2012-09 by a 7-0 vote, recommending that the City Council adopt a Negative Declaration for PA08-0033 (General Plan Amendment), PA08-0034 (Change of Zone) and PA08-0035 (Conditional Use Permit) in that this project will not result in significant environmental impacts and approve PA08-0033 (General Plan Amendment), PA08-0034 (Change of Zone) and PA08-0035 (Conditional Use Permit).

BACKGROUND

The proposed project requires a Conditional Use Permit (CUP) for a Smog Inspection Station and Tire Sales business (minor auto repair). The smog aspect of the business is as a "testing center" only, no engine repairs are to be conducted on site. The existing residential structure will be converted into the main office. The building's facade will be modified to emphasize the main business entrance and to eliminate the two doors on the east side of the building. The front windows will be reduced by one and repositioned in order to make the structure more commercial in appearance. The garage will be used as service bays for the smog inspection testing as well as tire service. The proposed project will provide onsite parking for 10 vehicles and have a security gate.

The project requires the front 1/3 of the parcel's zoning to be changed from Office Commercial (OC) to Community Commercial (CC). The rest of the parcel will remain in the Residential 10 (R10) zoning district. Approximately .54 acres of the 1.46 acre site will be rezoned to CC and approximately .92 acres will remain R10.

The project site is surrounded by a mix of land uses including Residential/Office (R/O) to the north, east and west of the parcel. There is some Residential 5 (R5) to the northeast of the project site. The neighboring parcels along the front of Alessandro Boulevard are Commercial (C) with Business Park (BP) to the south (across the street along Alessandro Boulevard).

The project site is presently the only Office/Commercial (OC) parcel in the surrounding neighborhood. The Residential zoning is a mix of Residential 15 (R15), Residential 10 (R10) and Residential 5 (R5). Along Alessandro Boulevard from the Old 215 Frontage Road east to Elsworth Street the zoning is Commercial (CC).

The project is located on the edge of the Edgemont neighborhood. The majority of the structures within this area are older single and small multiple-family residences. The project site has an existing older single-family residence with a separate garage structure that currently is vacant located in the front 1/3 of the parcel. The remaining 2/3 of the parcel is currently vacant.

There was a previous approved application (PA03-0037) for the same business that expired, requiring a new application to be submitted. The project was approved back in October 2003 when the site was zoned Community Commercial (CC). During the 2006 General Plan Update, the parcel was rezoned to Office/Commercial (OC). This appears to have been done in recognition of the split zoning on the property and the potential incompatibility of general commercial and residential uses on the same parcel. To avoid potential conflicts, the conditions of approval require a parcel split prior to any residential development of the northerly residential portion of the parcel.

DISCUSSION

The General Plan Amendment, Zone Change and Conditional Use Permit applications were submitted in April 2008. The major issue with this project was a lack of fire flow water pressure on site, as the parcel is located within the Box Springs Mutual Water Company (BSMWC) service area. The applicant worked with both the BSMWS and Eastern Municipal Water District to meet the Fire Prevention's development requirements. The applicant also installed a fire hydrant onsite, which was reviewed and accepted by the Fire Prevention Division.

Public notice was sent to all property owners of record within 300' of the project for the May 10, 2012, Planning Commission meeting. The public hearing notice for this project was also posted on the project site and published in the Press Enterprise on April 19, 2012. Prior to the public hearing, staff had received two phone calls in response to the noticing for this project. The calls were positive towards the project. No members of the public were present at the May 10, 2012, Planning Commission meeting.

The environmental impacts of the proposed change have been considered as part of the review of the project and have been determined to be less than significant. It has been determined that the impacts of the proposed Change of Zone would be essentially the same as the existing zoning. Impacts in the area of traffic, and related areas such as potential for noise would also be comparable under the current General Plan designation.

An Initial Study has been completed for the proposed project. Based upon the Initial Study, a determination has been made that the proposed project will not result in the potential for significant impacts to the environment. Therefore, the adoption of a Negative Declaration is recommended.

ALTERNATIVES

1. Adopt a Negative Declaration for PA08-0033 (General Plan Amendment), PA08-0034 (Change of Zone) and PA08-0035 (Conditional Use Permit) in that this project will not result in significant environmental impacts); **and** adopt City Council Resolution No. 2012-75 thereby approving General Plan Amendment PA08-0033, based on the findings in the City Council Resolution; **and** introduce Ordinance No. 854 thereby approving Zone Change PA08-0034, based on the findings in the City Council Ordinance; **and** adopt City Council Resolution No. 2012-76 thereby approving Conditional Use Permit PA08-0035 for a Smog Inspection Station and Tire Sales commercial business at 22184 Alessandro Boulevard, based on the findings in the Resolution, and the conditions of approval as attached to the resolution as Exhibit A. **Staff recommends this alternative.**

2. Do not adopt a Negative Declaration for PA08-0033 (General Plan Amendment), PA08-0034 (Change of Zone) and PA08-0035 (Conditional Use Permit) in that this project will not result in significant environmental impacts); **and** do not adopt City Council Resolution No. 2012-75 thereby approving General Plan Amendment PA08-0033, based on the findings in the City Council Resolution; **and** do not introduce Ordinance No. 854 thereby approving Zone Change PA08-0034, based on the findings in the City Council Ordinance; **and** do not ADOPT City Council Resolution No. 2012-76 thereby approving Conditional Use Permit PA08-0035 for a Smog Inspection Station and Tire Sales commercial business at 22184 Alessandro Boulevard, based on the findings in the Resolution, and the conditions of approval as attached to the resolution as Exhibit A. **Staff does not recommend this alternative**.

FISCAL IMPACT

Not applicable.

SUMMARY

The proposed Smog Inspection Station and Tire Sales commercial business requires both a General Plan Amendment and Change of Zone for approval of the Conditional Use Permit. The proposed General Plan Amendment will change the land use designation of a 0.54 acre portion of a parcel located at 22184 Alessandro Boulevard (Assessor's Parcel Number 291-190-025) from Residential/Office (R/O) to Commercial (C). The Change of Zone will change the zoning of the parcel from Office Commercial (OC) to Community Commercial (CC).

NOTIFICATION

A display notice was published in the newspaper and a public notice was posted onsite (one along each frontage – Alessandro Boulevard and Sherman Avenue). Notices were also sent to adjacent property owners within 300 feet of the project.

As of the date of report preparation, staff had received no public inquiries in response to the noticing for the City Council public hearing for this project.

ATTACHMENTS/EXHIBITS

1. Public Hearing Notice
2. Resolution for General Plan Amendment PA08-0033 (Resolution 2012-75)
3. Ordinance for Change of Zone PA08-0034 (Ordinance No.854)
4. Resolution for Conditional Use Permit PA08-0035 (Resolution 2012-76)
5. Planning Commission Staff Report dated May 10, 2012 (excluding exhibits)
6. Planning Commission Minutes for May 10, 2012
7. Negative Declaration
8. Initial Study
9. Aerial Photograph of Project Site
10. General Plan Amendment (Land Use) Map
11. Change of Zone (Zoning) Map
12. Site Plan
13. Conceptual Grading Plan
14. Office Elevations
15. Garage Elevations

Prepared By:
Claudia Manrique
Associate Planner

Department Head Approval:
Barry Foster
Community & Economic Development Director

Concurred By:
John C. Terell, AICP
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Notice of
PUBLIC HEARING

This may affect your property. Please read.

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Moreno Valley on the following item(s):

CASE(S): **PA08-0033 (General Plan Amendment)**
PA08-0034 (Change of Zone)
PA08-0035 (Conditional Use Permit)

APPLICANT/OWNER: Socrates Urena

REPRESENTATIVE: Socrates Urena

LOCATION: 22184 Alessandro Boulevard

PROPOSAL: A Conditional Use Permit (CUP) for a Smog Inspection Station and Tire Sales commercial business in an existing structure. The CUP requires a General Plan Amendment from Residential/Office (R/O) to Commercial (C) and Change of Zone from Office Commercial (OC) to Community Commercial (CC).

ENVIRONMENTAL DETERMINATION: Negative Declaration

COUNCIL DISTRICT: 5

STAFF RECOMMENDATION: Approval

Any person interested in any listed proposal can contact the Community & Economic Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday), or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The City Council, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing.

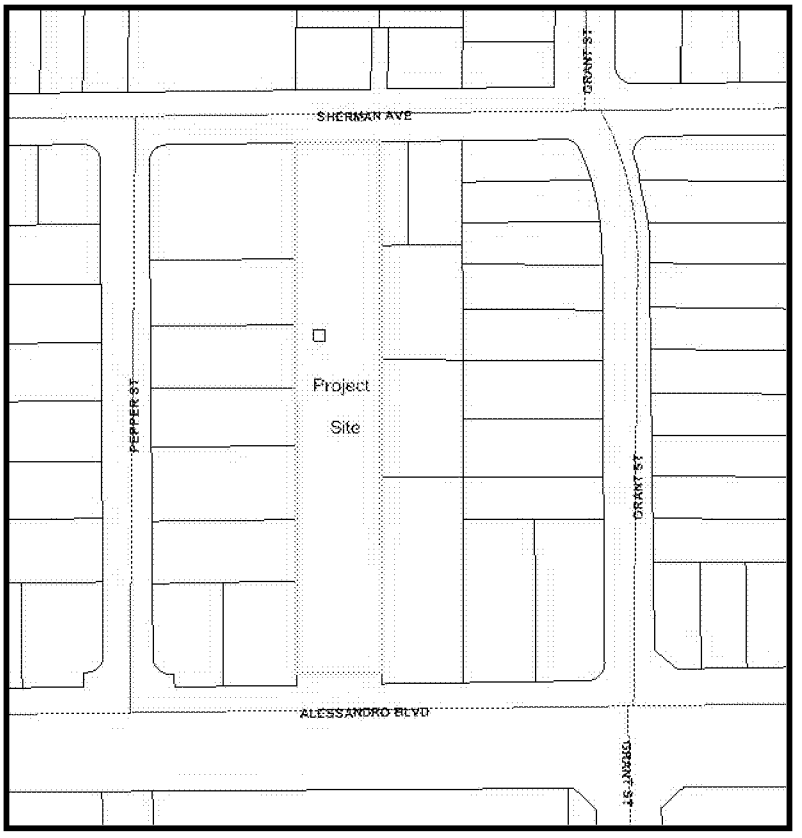

LOCATION **N** ↑

CITY COUNCIL HEARING

City Council Chamber, City Hall
14177 Frederick Street
Moreno Valley, Calif. 92553

DATE AND TIME: September 25, 2012 at 6:30 PM

CONTACT PLANNER: Claudia Manrique

PHONE: (951) 413-3225

ATTACHMENT 1

RESOLUTION NO. 2012-75

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING AN AMENDMENT TO THE GENERAL PLAN LAND USE ELEMENT (PA08-0033) TO CHANGE THE LAND USE DESIGNATION OF A 0.54 ACRE PORTION OF A PARCEL LOCATED AT 22184 ALESSANDRO BOULEVARD (PORTION OF ASSESSOR'S PARCEL NUMBER 291-190-025) FROM RESIDENTIAL/OFFICE (R/O) TO COMMERCIAL (C).

WHEREAS, the applicant, Socrates Urena, has filed an application for approval of PA08-0033, requesting an amendment to the General Plan Land Use. The requested amendment to the Land Use Element changes approximately 0.54 of an acre of Residential/Office (R/O) land use to Commercial (C) as described in the title of this resolution and the attached Exhibit A. This General Plan Amendment is being processed concurrently with a Zone Change (PA08-0034).

WHEREAS, there is hereby imposed on the associated development projects certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances;

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that the associated development projects are subject to certain fees, dedications, reservations and other exactions as provided herein;

WHEREAS, an environmental assessment, including an Environmental Initial Study, has been prepared to address the environmental impacts associated with application PA08-0033 as described above and a Negative Declaration has been adopted pursuant to the California Environmental Quality Act (CEQA), as there is no evidence that the proposed General Plan Amendment, and related development applications, as designed and conditioned, will have a significant effect on public health or be materially injurious to surrounding properties or the environment as a whole.

WHEREAS, on May 10, 2012, the Planning Commission of the City of Moreno Valley held a meeting to consider a General Plan Amendment (PA08-0033). At said meeting, the Planning Commission recommended approval of General Plan Amendment PA08-0033 to the City Council, and;

WHEREAS, on September 25, 2012, the City Council of the City of Moreno Valley held a public hearing to consider the consider the subject General Plan Amendment;

ATTACHMENT 2

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred;

WHEREAS, all of the facts set forth in this Resolution are true and correct.

BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, HEREBY FINDS AS FOLLOWS WITH RESPECT TO PA08-0033:

Based upon substantial evidence presented during the above-referenced public hearing, including written and oral staff reports, and the record from the public hearing, the City Council hereby finds that:

1. Conformance with General Plan Policies – The proposed general plan amendment is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The project includes two applications, a General Plan Amendment and Zone Change to change the existing land use for 22184 Alessandro Boulevard (Assessor's Parcel Number 291-190-025). The project site current land use designation is Residential/Office (R/O). This project proposes to change the General Plan and Zoning designation from Residential/Office (R/O) to Commercial (C). There a development application associated with the proposed land use change. The Conditional Use Permit PA08-0035 proposes a Smog Inspection Station and Tire Sales commercial business. Commercial zoning would permit such a development.

   Since the proposed General Plan Amendment is compatible in intensity with the current General Plan, the project would not conflict with the goals, objectives, policies or programs of the General Plan.

2. Health, Safety and Welfare – The proposed general plan amendment will not be detrimental to the public health, safety or welfare.

   FACT: The proposed General Plan Amendment will not adversely affect the public health, safety or general welfare. An initial study of the potential environmental impacts of the amendment has been conducted in accordance with the provisions of the California Environmental Quality Act (CEQA). A Negative Declaration has been considered and prepared, as there is no evidence that the proposed land use change will have a significant affect on public

health or be materially injurious to surrounding properties or the environment as a whole.

BE IT FURTHER RESOLVED that the City Council of the City of Moreno Valley HEREBY APPROVES Resolution No. 2012-_____ approving PA08-0033, thereby establishing General Plan Land Use as described in the Resolution, and the revised General Plan map attached to the Resolution as Exhibit A .

APPROVED AND ADOPTED this 25th day of September 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of September, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

GENERAL PLAN AMENDMENT

Application No. PA08-0033
RESOLUTION NO. 2012-

Assessor's Parcel Number 291-190-025
(Southern end of parcel – approximately 0.54 acres)

ADOPTED: 9-25-12

EFFECTIVE: 10-25-12

N

LEGEND

C

EXHIBIT A

From R/O to:

ORDINANCE NO. 854

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA08-0034 (ZONE CHANGE) TO CHANGE THE LAND USE DISTRICT FOR APPROXIMATELY 0.54 ACRES OF 22184 ALESSANDRO BOULEVARD (PORTION OF ASSESSOR PARCEL NUMBER 291-190-025) FROM OFFICE COMMERCIAL (OC) TO COMMUNITY COMMERCIAL (CC).

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1:

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 Page 81 of the City of Moreno Valley Official Zoning Atlas shall be modified to reflect the Zone Change (PA08-0034).

1.4. An Initial Study has been completed for PA08-0034 (Zone Change). Based upon the Initial Study, a determination has been made that, as designed and conditioned, this project will not result in the potential for significant impacts to the environment. Therefore, adoption of a Negative Declaration is appropriate.

SECTION 2: FINDINGS

2.1 With respect to the proposed change to page 81 of the City of Moreno Valley Official Zoning Atlas, and based upon substantial evidence presented to the City Council during the public hearing on September 25, 2012, including written and oral staff reports, and the record from the public hearing, the City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The project includes three applications, a General Plan Amendment, Change of Zone and Conditional Use Permit to change the existing land use for 0.54 acres Assessor's Parcel Number 291-190-025 (southern end closest to Alessandro Boulevard) and approve a Smog Inspection Station and Tire Sales commercial business. The project site current land use designation is Office Commercial.

ATTACHMENT 3

This project proposes to change the General Plan from Residential/Office (R/O) to Commercial (C) and the Zoning designation from Office Commercial (OC) to Community Commercial (CC). There is a development application (CUP PA08-0035) associated with the proposed land use change for a Smog Inspection Station and Tire Sales commercial business. The proposed zoning would permit such a development.

Since the proposed General Plan Amendment, as well as the Change of Zone, is compatible in intensity with the current General Plan, the project would not conflict with the goals, objectives, policies or programs of the General Plan.

2. Conformance with Specific Plan Policies – The proposed use is consistent with any applicable Specific Plan.

FACT: The project site is not within a specific plan area.

3. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

FACT: The proposed General Plan Amendment will not adversely affect the public health, safety or general welfare. An initial study of the potential environmental impacts of the amendment has been conducted in accordance with the provisions of the California Environmental Quality Act (CEQA). A Negative Declaration has been considered and prepared, as there is no evidence that the proposed land use change will have a significant affect on public health or be materially injurious to surrounding properties or the environment as a whole.

4. Conformance with Title 9 – The proposed amendment to change the zoning atlas is consistent with the purposes and intent of Title 9.

FACT: The applicant has met the City's Municipal Code and other regulations to change the zone. As proposed, the zone change from Office Commercial (OC) to Community Commercial (CC) is consistent with the purposes and intent of Title 9.

SECTION 3: ZONE CHANGE

3.1 Based on the findings contained in Section 2 of this Ordinance, the City Council hereby adopts a Zone Change to change to the zoning districts from Office Commercial (OC) to Community Commercial (CC) for the approximately 0.54 acres located at 22184 Alessandro Boulevard, subject to the revised zoning designations depicted in the attached Exhibit A.

SECTION 4: EFFECT OF ENACTMENT

4.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5: NOTICE OF ADOPTION

5.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6: EFFECTIVE DATE

6.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 9th day of October, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on September 25, 2012 and had its second reading on October 9, 2012, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 9th day of October, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

CHANGE OF ZONE

Application No. PA08-0034
ADOPTED BY ORDINANCE NO.

Assessor's Parcel Number 291-190-025
(Southern end of parcel – approximately 0.54 acres)

ADOPTED: 10-09-12

EFFECTIVE: 11-06-12

N

LEGEND

CC

EXHIBIT A

MV00177015

From OC to:

RESOLUTION NO. 2012-76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (PA08-0035) FOR THE CONVERSION OF AN EXISTING SINGLE FAMILY RESIDENCE INTO SMOG INSPECTION STATION AND TIRE SALES COMMERCIAL BUSINESS AT 22184 ALESSANDRO BOULEVARD (APN: 291-190-025).

WHEREAS, the applicant, Socrates Urena, has filed applications for the approval of PA08-0035 (Conditional Use Permit) for a Smog Inspection Station and Tire Sales commercial business at 22184 Alessandro Boulevard, as described in the title of this Resolution. This conditional use permit is being processed concurrently with a General Plan Amendment (PA08-0033) and Change of Zone (PA08-0034).

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that this project(s) is subject to certain fees, dedications, reservations and other exactions as provided herein.

WHEREAS, there is hereby imposed on the subject development project(s) certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances;

WHEREAS, an environmental assessment, including an initial study, has been prepared to address the environmental impacts associated with applications PA08-0033, PA08-0034 and PA08-0035 described above and environmental determinations have been adopted pursuant to the California Environmental Quality Act (CEQA).

WHEREAS, a public hearing was held before the Planning Commission on May 10, 2012, regarding the General Plan Amendment, Change of Zone and Conditional Use Permit. The Planning Commission recommended that the City Council approve and adopt negative declarations for this project.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred;

WHEREAS, all of the facts set forth in this Resolution are true and correct.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS WITH RESPECT TO PA08-0035:

ATTACHMENT 4

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this City Council during the above-referenced meeting on September 25, 2012, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.

FACT: The proposal for the a Smog Inspection Station and Tire Sales commercial business at 22184 Alessandro Boulevard will be consistent with the General Plan, its goals, objectives, policies and programs with the approval of PA08-0033.

2. Conformance with Zoning Regulations – The proposed use complies with all applicable zoning and other regulations.

FACT: The proposed project site is located in an "OC" Office Commercial land use district. However, an application for a Change of Zone from OC (Office Commercial) to CC (Community Commercial), is being processed concurrently with this proposal (PA08-0034) and therefore, the proposed project would be in compliance with the applicable regulations.

3. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

FACT: The proposed project would not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the surrounding. An Environmental Initial Study was prepared in accordance with the Guidelines of the California Environmental Quality Act (CEQA) concluded that this project would not have a negative impact on public health, safety or welfare or improvements in the vicinity.

4. Location, Design and Operation – The location, design and operation of the proposed project will be compatible with existing and planned land uses in the vicinity.

FACT: With the approval of the proposed General Plan Amendment and Change of Zone requests, the proposed use would be in conformance with the existing surrounding land uses. The location, design and operation will also be consistent with the other existing commercial and mixed uses in the immediate vicinity.

BE IT FURTHER RESOLVED THAT THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY APPROVE CONDITIONAL USE PERMIT (PA08-0035), SUBJECT TO THE ATTACHED CONDITIONS OF APPROVAL INCLUDED AS EXHIBIT A.

APPROVED AND ADOPTED this 25th day of September 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-76 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of September, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL
PA08-0035 - CONDITIONAL USE PERMIT
APN: 291-190-025

APPROVAL DATE: **May 10, 2012**
EXPIRATION DATE: **May 10, 2015**

_X__ Planning (P), including School District (S), Post Office (PO), Building (B)
_X__ Fire Prevention Bureau (F)
_X__ Public Works, Land Development (LD)
_X__ Public Works, Special Districts (SD)
_X__ Public Works – Transportation Engineering (TE)

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Planning Division

For questions regarding any Planning condition of approval, please contact the Planning Division at (951) 413-3206.

GENERAL CONDITIONS

P1. This approval shall expire three years after the approval date of this project unless used or extended as provided for by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever. Use means the beginning of substantial construction contemplated by this approval within the three-year period, which is thereafter pursued to completion, or the beginning of substantial utilization contemplated by this approval. (MC 9.02.230)

P2. In the event the use hereby permitted ceases operation for a period of one (1) year or more, or as defined in the current Municipal Code, this permit may be revoked in accordance with provisions of the Municipal Code. (MC 9.02.260)

Timing Mechanisms for Conditions (see abbreviation at beginning of affected condition):

R - Map Recordation	GP - Grading Permits	CO - Certificate of Occupancy or building final
WP - Water Improvement Plans	BP - Building Permits	P - Any permit

Governing Document (see abbreviation at the end of the affected condition):

GP - General Plan	MC - Municipal Code	CEQA - California Environmental Quality Act
Ord - Ordinance	DG - Design Guidelines	Ldscp - Landscape Development Guidelines and Specs
Res - Resolution	UFC - Uniform Fire Code	UBC - Uniform Building Code
	SBM - Subdivision Map Act	

EXHIBIT A

P3. The site shall be developed in accordance with the approved plans on file in the Community & Economic Development Department - Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the Planning Official. (MC 9.14.020)

P4. The developer, or the developer's successor-in-interest, shall be responsible for maintaining any undeveloped portion of the site in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)

P5. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)

P6. Any signs indicated on the submitted plans are not included with this approval. Any signs**, whether permanent (e.g. wall, monument) or temporary (e.g. banner, flag),** proposed for this development shall be designed in conformance with the sign provisions of the Development Code or approved sign program, if applicable, and shall require separate application and approval by the Planning Division. **No signs are permitted in the public right of way.** (MC 9.12)

P7. (GP) All site plans, grading plans, landscape and irrigation plans, fence/wall plans, lighting plans and street improvement plans shall be coordinated for consistency with this approval.

Special Conditions

P8. **The site at 22184 Alessandro Boulevard has been approved for a Smog Inspection Station and Tire Sales commercial business. A change or modification shall require separate approval. For a Conditional Use Permit, violation may result in revocation in the case of a Conditional Use Permit.**

Prior to Issuance of Grading Permits

P9.(GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource.

Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community & Economic Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

If human remains are discovered**, no further disturbance shall occur until** the County Coroner **has made necessary findings as to origin**. If **the County Coroner** determine**s** that the remains are potentially Native American, the California Native American Heritage Commission **shall be contacted within a reasonable timeframe to identify the "most likely descendant." The "most likely descendant" shall then make recommendations, and engage in consultations concerning the treatment of the remains (California Public Resources Code 5097.98).** (GP Objective 23.3, CEQA).

P10. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephens' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)

P11. (GP) Prior to approval of any grading permit, the developer shall submit for review and approval of a tree plan to the Planning Division. The plan shall identify all mature trees (4 inch trunk diameter or larger) on the subject property and City right-of-way. Using the grading plan as a base, the plan shall indicate trees to be relocated, retained, and removed. Replacement trees shall be shown on the plan, be a minimum size of 24 inch box, and meet a ratio of three replacement trees for each mature tree removed or as approved by the **Planning Official**. (GP Objective 4.4, 4.5, DG)

P12. **(GP) Prior to approval of any grading permits, final median enhancement/landscape/irrigation plans shall be submitted to the Planning Division, and Public Works Department – Special Districts for review and approval by each division. (GP - Circulation Master Plan) Timing of installation shall be determined by PW- Special Districts.**

P13. **(GP) Prior to approval of any grading permits, plans for any security gate system shall be submitted to the Planning Division for review and approval.**

P14. **(GP) Decorative pedestrian pathways across circulation aisles/paths shall be provided throughout the development to connect dwellings with open spaces and/or recreational uses or commercial/industrial buildings with open space and/or parking. and/or the public right-of-way. The pathways shall be shown on the precise grading plan. (GP Objective 46.8, DG)**

P15. **(GP) Prior to the issuance of building permits, the site plan shall show decorative concrete pavers for all driveway ingress/egress locations of the project.**

P16. **(GP) Prior to issuance of grading permits, the developer shall submit wall/fence plans to the Planning Division for review and approval as follows:**

- **A. Walls and fences for visual screening are required when there are adjacent residential uses or residentially zone property. The height, placement and design will be based on a site specific review of the project. All walls are subject to the approval of the Planning Official. (DC 9.08.070)**
- **B. Show location and elevations of the trash enclosure.**
- **C. Landscaping on three sides of the trash enclosure.**

PRIOR TO BUILDING PERMITS

39. (BP) Prior to issuance of building permits, the Planning Division shall review and approve the location and method of enclosure or screening of transformer cabinets, commercial gas meters and back flow preventers as shown on the final working drawings. Location and screening shall comply with the following criteria: transformer cabinets and commercial gas meters shall not be located within required setbacks and shall be screened from public view either by architectural treatment or landscaping; multiple electrical meters shall be fully enclosed and incorporated into the overall architectural design of the building(s); back-flow preventers shall be screened by landscaping. (GP Objective 43.30, DG)

40. (BP) Prior to issuance of building permits, screening details shall be addressed on plans for roof top equipment and trash enclosures submitted for Planning Division review and approval. All equipment shall be completely screened so as not to be visible from public view, and the screening shall be an integral part of the building. For trash enclosures, landscaping shall be included on at least three sides. The trash enclosure, including any roofing, shall be compatible with the architecture for the building(s). (GP Objective 43.6, DG)

41. (BP) Prior to issuance of building permits, two copies of a detailed, on-site, computer generated, point-by-point comparison lighting plan, including exterior building, parking lot, and landscaping lighting, shall be submitted to the Planning Division for review and approval. The lighting plan shall be generated on the plot plan and shall be integrated with the final landscape plan. The plan shall indicate the manufacturer's

specifications for light fixtures used and shall include style, illumination, location, height and method of shielding. The lighting shall be designed in such a manner so that it does not exceed 0.5 foot candles illumination beyond at the property line. The lighting level for all parking lots or structures shall be a minimum coverage of one foot-candle of light with a maximum of eight foot-candles. After the third plan check review for lighting plans, an additional plan check fee will apply. (MC 9.08.100, DG)

42. (BP) Prior to issuance of building permits, the developer or developer's successor-in-interest shall pay all applicable impact fees, including but not limited to Transportation Uniform Mitigation fees (TUMF), Multi-species Habitat Conservation Plan (MSHCP) mitigation fees, and the City's adopted Development Impact Fees. (Ord)

43. (BP) Prior to issuance of building permits, for multi-family projects that will be phased, a phasing plan submitted to the Planning Division will be required if occupancy is proposed to be phased.

44. **(BP) Prior to issuance of any building permits, final landscaping and irrigation plans shall be submitted for review and approved by the Planning Division. After the third plan check review for landscape plans, an additional plan check fee shall apply. The plans shall be prepared in accordance with the City's Landscape Standards and shall include:**

    A. Finger and end planters with required step outs and curbing shall be provided every 12 parking stalls as well as at the terminus of each aisle.
    B. Diamond planters shall be provided every 3 parking stalls.
    C. Drought tolerant landscape shall be used. Sod shall be limited to gathering areas.
    D. Street trees shall be provided every 40 feet on center in the right of way.
    E. On-site trees shall be planted at an equivalent of one (1) tree per thirty (30) linear feet of the perimeter of a parking lot and per thirty linear feet of a building dimension for the portions of the building visible from a parking lot or right of way. Trees may be massed for pleasing aesthetic effects.
    F. Enhanced landscaping shall be provided at all driveway entries and street corner locations
    G. The review of all utility boxes, transformers etc. shall be coordinated to provide adequate screening from public view.
    H. Landscaping on three sides of the trash enclosure.
    I. All site perimeter and parking lot landscape and irrigation shall be installed prior to the release of certificate of any occupancy permits for the site or pad in question (master plot plan).

45. (BP) Prior to the issuance of building permits, the site plan shall include landscape for trash enclosures to include landscape on three sides, while elevation plans for trash enclosures shall be provided that include decorative enhancements such as an enclosed roof and other decorative features that are consistent with the architecture of the proposed buildings on the site, subject to the approval of the Planning Division.

46. (BP) Prior to the issuance of building permits, the plot plan shall include decorative concrete pavers for all driveway ingress/egress locations for the project.

PRIOR TO CERTIFICATE OF OCCUPANCY

50. (CO) Prior to issuance of Certificates of Occupancy or building final, the required landscaping and irrigation shall be installed. (DC 9.03.040)

51. (CO) Prior to the issuance of Certificates of Occupancy or building final, all required and proposed fences and walls shall be constructed according to the approved plans on file in the Planning Division. (MC 9.080.070).

52. **(BP/CO) Prior to issuance of Certificate of Occupancy or building final, installed landscaping and irrigation shall be inspected by the Planning Division. All on-site and common area landscaping shall be installed in accordance with the City's Landscape Standards and the approved project landscape plans and all site clean-up shall be completed.**

Building and Safety Division

B1. The above project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as city ordinances. All new projects shall provide a soils report as well. Plans shall be submitted to the Building and Safety Division as a separate submittal. The 2010 edition of the California Codes became effective for all permits issued after January 1, 2011.

COMMERCIAL, INDUSTRIAL, MULTI-FAMILY PROJECTS INCLUDING CONDOMINIUMS, TOWNHOMES, DUPLEXES AND TRIPLEX BUILDINGS REQUIRE THE FOLLOWING.

B2. Prior to final inspection, all plans will be placed on a CD Rom for reference and verification. Plans will include "as built" plans, revisions and changes. The CD will also include Title 24 energy calculations, structural calculations and all other pertinent information. It will be the responsibility of the developer and or the building or property owner(s) to bear all costs required for this process. The CD will be presented to the Building and Safety Division for review prior to final inspection and building occupancy. The CD will become the property of the Moreno Valley Building and Safety Division at that time. In addition, a site plan showing the path of travel from public right of way and building to building access with elevations will be required.

B3. (BP) Prior to the issuance of a building permit, the applicant shall submit a properly completed "Waste Management Plan" (WMP), as required, to the Compliance Official (Building Official) as a portion of the building or demolition permit process.

SCHOOL DISTRICT

S1. (BP) Prior to issuance of building permits, the developer shall provide to the Community Development Director a written certification by the affected school district that either: (1) the project has complied with the fee or other exaction levied on the project by the governing board of the district, pursuant to Government Code Section 65996; or (2) the fee or other requirement does not apply to the project.

UNITED STATES POSTAL SERVICE

PO1. (BP) Prior to the issuance of building permits, the developer shall contact the U.S. Postal Service to determine the appropriate type and location of mailboxes.

POLICE DEPARTMENT

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects

Standard Conditions

PD1. Prior to the start of any construction, temporary security fencing shall be erected. The fencing shall be a minimum of six (6) feet high with locking, gated access and shall remain through the duration of construction. Security fencing is required if there is: construction, unsecured structures, unenclosed storage of materials and/or equipment, and/or the condition of the site constitutes a public hazard as determined by the Public Works Department. If security fencing is required, it shall

remain in place until the project is completed or the above conditions no longer exist. (DC 9.08.080)

PD2. (GP) Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the following:

a. The name (if applicable) and address of the development.

b. The developer's name, address, and a 24-hour emergency telephone number. (DC 9.08.080)

PD3. (CO) Prior to the issuance of a Certificate of Occupancy, an Emergency Contact information Form for the project shall be completed at the permit counter of the Community and Economic Development Department - Building Division for routing to the Police Department. (DC 9.08.080)

PD4. Addresses needs to be in plain view visible from the street and visible at night. It needs to have a backlight, so the address will reflect at night or a lighted address will be sufficient.

PD5. All exterior doors in the rear and the front of the buildings need an address or suite number on them.

PD6. All rear exterior doors should have an overhead low sodium light or a light comparable to the same.

PD7. The exterior of the building should have high-pressure sodium lights and or Metal halide lights installed and strategically placed throughout the exterior of the building. The parking lots should have adequate lighting to insure a safe environment for customers and or employees.

PD8. All landscape cover should not exceed over 3' from the ground in the parking lot.

PD9. Bushes that are near the exterior of the building should not exceed 4' and should not be planted directly in front of the buildings or walkways.

PD10. Trees, which exceed 20', should have a 7' visibility from the ground to the bottom half of the tree. This is so that patrons or employees can view the whole parking lot while parking their vehicles in the parking lot.

PD11. Cash registers shall be placed near the front entrance of the store.

PD12. Window coverings shall comply with the city ordinance.

PD13. No loitering signs shall be posted in plain view throughout the building.

PD14. A monument address is to be located in front of the main entrance.

PD15. Landscape screening is to be located no closer than six feet from the covered parking spaces.

FIRE PREVENTION BUREAU

1. Fire lane shall meet conditions F6, F7, F8, AND F9.
2. The following Standard Conditions shall apply.

With respect to the conditions of approval, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.

F2. The Fire Prevention Bureau is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering 1500 GPM for 2 hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 508.3, Appendix B and MVMC 8.36.100 Section D).

F3. Industrial, Commercial, Multi-family, Apartment, Condominium, Townhouse or Mobile Home Parks. A combination of on-site and off-site super fire hydrants (6" x 4" x 2 ½") and super enhanced fire hydrants (6" x 4" x 4" x 2 ½") shall not be closer

than 40 feet and more than 150 feet from any portion of the building as measured along approved emergency vehicular travel ways. The required fire flow shall be available from any adjacent fire hydrant(s) in the system. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, super or enhanced fire hydrants as determined by the fire code official shall be provided at spacing not to exceed 500 feet of frontage for transportation hazards. (CFC 508.5.7 & MVMC 8.36.050 Section O and 8.36.100 Section E)

F4. During phased construction, dead end roadways and streets which have not been completed shall have a turn-around capable of accommodating fire apparatus. (CFC 503.1 and 503.2.5)

F5. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)

F6. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)

F7. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less the twenty–four (24) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches. (CFC 503.2.1.1 and MVMC 8.36.050)

F8. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.050)

F9. If construction is phased, each phase shall provide an approved emergency vehicular access way for fire protection prior to any building construction. (CFC 501.4 and MVMC 8.36.050 Section A)

F10. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3 and MVMC 8.36.050)

F11. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5 and MVMC 8.36.050)

F12. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)

F13. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Fire Prevention Bureau for review. Plans shall:

a) Be signed by a registered civil engineer or a certified fire protection engineer;
b) Contain a Fire Prevention Bureau approval signature block; and
c) Conform to hydrant type, location, spacing of new and existing hydrants and minimum fire flow required as determined by the Fire Prevention Bureau.

After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.

Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 508.1 and MVMC 8.36.100)

F14. Prior to issuance of Certificate of Occupancy or Building Final, "Blue Reflective Markers" shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 510.1)

F15. Prior to issuance of Certificate of Occupancy or Building Final, all <u>commercial buildings</u> shall display street numbers in a prominent location on the street side and rear access locations. The numerals shall be a minimum of twelve (12) inches in height for buildings and six (6) inches in height for suite identification on a contrasting background. Unobstructed lighting of the address(s) shall be by means approved by the Fire Prevention Bureau and Police Department. In multiple suite centers (strip malls), businesses shall post the name of the business on the rear door(s). (CFC 505.1)

F16. Prior to issuance of a Certificate of Occupancy or Building Final, a "Knox Box Rapid Entry System" shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Chief. The Knox-Box shall be supervised by the alarm system and all exterior security emergency access gates shall be electronically operated and be provided with Knox key switches for access by emergency personnel. (CFC 506.1)

F17. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall be responsible for obtaining underground and/or above ground tank permits for the storage of combustible liquids, flammable liquids, or any other hazardous materials from both the County of Riverside Community Health Agency Department of Environmental Health and the Fire Prevention Bureau. (CFC 3401.4 and 2701.5)

F18. Prior to issuance of Certificate of Occupancy, approval shall be required from the County of Riverside Community Health Agency (Department of Environmental Health) and Moreno Valley Fire Prevention Bureau to maintain, store, use, handle materials, or conduct processes which produce conditions hazardous to life or property, and to install equipment used in connection with such activities. (CFC 2701.5)

F19. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.

F20. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503.2.7 and MVMC 8.36.050 Section I)

F21. Prior to construction, "private" driveways over 150 feet in length shall have a turn-around as determined by the Fire Prevention Bureau capable of accommodating fire apparatus. Driveway grades shall not exceed 12 percent. (CFC 503 and MVMC 8.36.050)

F22. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation.

Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.

F23. A permit is required to maintain, store, use or handle materials, or to conduct processes which produce conditions hazardous to life or property, or to install equipment used in connection with such activities. Such permits shall not be construed as authority to violate, cancel or set aside any of the provisions of this code. Such permit shall not take the place of any license required by law. Applications for permits shall be made to the Fire Prevention Bureau in such form and detail as prescribed by the Bureau. Applications for permits shall be accompanied by such plans as required by the Bureau. Permits shall be kept on the premises designated therein at all times and shall be posted in a conspicuous location on the premises or shall be kept on the premises in a location designated by the Fire Chief. Permits shall be subject to inspection at all times by an officer of the fire department or other persons authorized by the Fire Chief in accordance with Appendix Chapter 1 and MVMC 8.36.100.

F24. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14)

F25. Prior to issuance of Certificate of Occupancy, permits are required to store, dispense, use or handle hazardous material. Each application for a permit shall include a hazardous materials management plan (HMMP). The location of the HMMP shall be posted adjacent to (other) permits when an HMMP is provided. The HMMP shall include a facility site plan designating the following:

a) Storage and use areas;
b) Maximum amount of each material stored or used in each area;
c) Range of container sizes;
d) Locations of emergency isolation and mitigation valves and devises;
e) Product conveying piping containing liquids or gases, other than utility-owned fuel gas lines and low-pressure fuel gas lines;
f) On and off positions of valves for valves which are of the self-indicating type;
g) Storage plan showing the intended storage arrangement, including the location and dimensions of aisles. The plans shall be legible and approximately to scale. Separate distribution systems are allowed to be shown on separate pages; and

h) Site plan showing all adjacent/neighboring structures and use.

NOTE: Each application for a permit shall include a hazardous materials inventory statement (HMIS).

F26. Before a Hazardous Materials permit is issued, the Fire Chief shall inspect and approve the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used. In instances where laws or regulations are enforceable by departments other than the Fire Prevention Bureau, joint approval shall be obtained from all departments concerned. (CFC Appendix H)

F27. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 106)

F28. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 106)

F29. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 104)

F30. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.7)

F31. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Appendix Chapter 1)

F32. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)

F33. Prior to Certificate of Occupancy all locations where medians are constructed and prohibit vehicular ingress/egress into or away from the site, provisions must be made to construct a median-crossover at all locations determined by the Fire Marshal and the City Engineer. Prior to the construction, design plans will be submitted for review and approval by the City Engineer and all applicable inspections conducted by Land Development Division.

F34. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
CONDITIONS OF APPROVAL
PA08-0035 Conditional Use Permit for Smog Inspection Station and Tire Sales
APN 291-190-025

Note: All Special Conditions are in **Bold** lettering and follow the standard conditions.

PUBLIC WORKS DEPARTMENT – LAND DEVELOPMENT DIVISION

The following are the Public Works Department – Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Public Works Department – Land Development Division.

General Conditions

LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City's Municipal Code (MC).

LD2. (G) If the project does not involve the subdivision of land and it is necessary to dedicate right-of-way/easements, the developer shall make the appropriate offer of dedication by separate instrument. The City Engineer may require the construction of necessary utilities, streets or other improvements beyond the project boundary, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public.

LD3. (G) It is understood that the conditional use permit correctly shows all existing easements, traveled ways, and drainage courses, and that their omission may require the map or plans associated with this application to be resubmitted for further consideration. (MC 9.14.040)

LD4. (G) If improvements associated with this project are not initiated within two years of the date of approval of the Public Improvement Agreement, the City Engineer may require that the improvement cost estimate associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the Public Improvement Agreement or issuance of a permit.

LD5. (G) The developer shall monitor, supervise and control all construction and construction supportive activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:

(a) Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.

(b) Observance of working hours as stipulated on permits issued by the Public Works Department.

(c) The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.

(d) All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements shall be adhered to during the grading operations.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

LD6. (G) A detailed drainage study shall be submitted to the City Engineer for review and approval at the time of any improvement or grading plan submittal. The study shall be prepared by a registered civil engineer and shall include existing and proposed hydrologic conditions. Hydraulic calculations are required for all drainage control devices and storm drain lines. (MC 9.14.110). Prior to approval of the related improvement or grading plans, the developer shall submit the approved drainage study, on compact disk, in (.pdf) digital format to the Land Development Division of the Public Works Department.

LD7. (G) The final conditions of approval issued by the Planning Division subsequent to Planning Commission approval shall be photographically or electronically placed on mylar sheets and included in the Grading and Street Improvement plan sets on twenty-four (24) inch by thirty-six (36) inch mylar and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field during grading and construction.

Prior to Grading Plan Approval or Grading Permit

LD8. (GPA) Prior to approval of the grading plans, plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD9. (GPA) Prior to approval of grading plans, the developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:

a. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the City Engineer, lot lines shall be located at the top of slopes.

b. Any grading that creates cut or fill slopes adjacent to the street shall provide erosion control, sight distance control, and slope easements as approved by the City Engineer.

c. A grading permit shall be obtained from the Public Works Department Land Development Division prior to commencement of any grading outside of the City maintained road right-of-way.

d. All improvement plans are substantially complete and appropriate clearance and at-risk letters are provided to the City. (MC 9.14.030)

e. The developer shall submit a soils and geologic report to the Public Works Department – Land Development Division. The report shall address the soil's stability and geological conditions of the site.

LD10. (GPA) Prior to approval of the grading plans for projects that will result in discharges of storm water associated with construction with a soil disturbance of one or more acres of land, the developer shall submit a Notice of Intent (NOI) and obtain a Waste Discharger's Identification number (WDID#) from the State Water Quality Control Board (SWQCB). The WDID# shall be noted on the grading plans prior to issuance of the first grading permit.

LD11. (GPA) Prior to grading plan approval, the developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the state's Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at the project site and be available for review upon request. The SWPPP shall be

submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format.

LD12. (GPA) Prior to the approval of the grading plans, the developer shall pay applicable remaining grading plan check fees.

LD13. (GPA/MA) Prior to the later of either grading plan or final map approval, resolution of all drainage issues shall be as approved by the City Engineer.

LD14. (GP) Prior to issuance of a grading permit, if the fee has not already been paid prior to map approval or prior to issuance of a building permit if a grading permit is not required, the developer shall pay Area Drainage Plan (ADP) fees. The developer shall provide a receipt to the City showing that ADP fees have been paid to Riverside County Flood Control and Water Conservation District. (MC 9.14.100)

LD15. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the completion of the grading required as a condition of approval of the project.

LD16. (GP) Prior to issuance of a grading permit, the developer shall pay the applicable grading inspection fees.

<u>Prior to Improvement Plan Approval or Construction Permit</u>

LD17. (IPA) Prior to approval of the improvement plans, the improvement plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD18. (IPA) Prior to approval of the improvement plans, the developer shall submit clearances from all applicable agencies, and pay all outstanding plan check fees. (MC 9.14.210)

LD19. (IPA) All public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer in order for the Public Improvement Agreement and accompanying security to be executed.

LD20. (IPA) Prior to approval of the improvement plans, securities and a public improvement agreement shall be required to be submitted and executed as a

guarantee of the completion of the improvements required as a condition of approval of the project.

LD21. (IPA) The street improvement plans shall comply with all applicable City standards.

LD22. (IPA) Prior to approval of the improvement plans, the plans shall indicate any restrictions on trench repair pavement cuts to reflect the City's moratorium on disturbing newly-constructed pavement less than three years old and recently slurry sealed streets less than one year old. Pavement cuts for trench repairs may be allowed for emergency repairs or as specifically approved in writing by the City Engineer.

LD23. (CP) All work performed within the City right-of-way requires a construction permit. As determined by the City Engineer, security may be required for work within the right-of-way. Security shall be in the form of a cash deposit or other approved means. The City Engineer may require the execution of a public improvement agreement as a condition of the issuance of the construction permit. All inspection fees shall be paid prior to issuance of construction permit. (MC 9.14.100)

LD24. (CP) Prior to issuance of a construction permit, all public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer.

LD25. (CP) Prior to issuance of construction permits, the developer shall pay all applicable inspection fees.

Prior to Building Permit

LD26. (BP) Prior to issuance of building permits for non-subdivision projects, all street dedications shall be irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer. All dedications shall be free of all encumbrances as approved by the City Engineer.

LD27. (BP) Prior to issuance of building permits for non-subdivisions, security shall be required to be submitted as a guarantee of the completion of the improvements required as a condition of approval of the project. A public improvement agreement will be required to be executed.

LD28. (BP) Prior to issuance of a building permit, this project is subject to requirements under the current permit for storm water activities required as part of the National

Pollutant Discharge Elimination System **(NPDES)** as mandated by the Federal Clean Water Act. In compliance with Proposition 218, the developer shall agree to approve the City of Moreno Valley NPDES Regulatory Rate Schedule that is in place at the time of permit issuance. Following are the requirements:

a. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required continuous operation, maintenance, monitoring system evaluations and enhancements, remediation and/or replacement, all in accordance with Resolution No. 2002-46.
   i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process; or
   ii. Establish an endowment to cover future City costs as specified in the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule.
b. Notify the Special Districts Division of the intent to obtain a building permit 90 days prior to the City's issuance of a building permit and the financial option selected. (California Government Code & Municipal Code)

LD29. (BP) Prior to issuance of a building permit, all pads shall meet pad elevations per approved plans as noted by the setting of "Blue-top" markers installed by a registered land surveyor or licensed engineer.

~~Prior to Certificate of Occupancy~~

LD30. (CO) Prior to issuance of the last certificate of occupancy or building final, the developer shall pay all outstanding fees.

LD31. (CO) The City of Moreno Valley has an adopted Development Impact Fee (DIF) nexus study. All projects unless otherwise exempted shall be subject to the payment of the DIF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD32. (CO) The City of Moreno Valley has an adopted area wide Transportation Uniform Mitigation Fee (TUMF). All projects unless otherwise exempted shall be subject to the payment of the TUMF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD33. (CO) Prior to issuance of a certificate of occupancy or building final, the developer shall construct all public improvements in conformance with applicable City standards, except as noted in the Special Conditions, including but not limited to the following applicable improvements:

a. Street improvements including, but not limited to: pavement, base, curb and/or gutter, sidewalks, drive approaches, signing, striping, under sidewalk drains, landscaping and irrigation, pavement tapers/transitions and traffic control devices as appropriate.

b. Storm drain facilities including, but not limited to: open channel ("u" channel), undersidewalk drain.

c. Sewer and water systems including, but not limited to: sanitary sewer, potable water and recycled water.

d. Under grounding of existing and proposed utility lines less than 115,000 volts.

LD34. (CO) Prior to issuance of a certificate of occupancy or building final, all existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Moreno Valley ordinances. (MC 9.14.130)

LD35. (CO) Prior to issuance of a certificate of occupancy or building final for any Commercial/Industrial facility, whichever occurs first, the owner may have to secure coverage under the State's General Industrial Activities Storm Water Permit as issued by the State Water Resources Control Board.

SPECIAL CONDITIONS

LD36. Prior to grading plan approval, the following shall be shown on the plans and dedications made, via separate instrument and submitted to the City for review and approval: A 4-foot pedestrian right-of-way dedication behind any driveway approach per City Standard 118C, on Alessandro Boulevard and Sherman Avenue, along the project frontage.

LD37. Prior to grading plan approval, the grading plans shall show any proposed trash enclosure as dual bin; one bin for trash and one bin for recyclables. The trash enclosure shall be per City Standard Plan 627.

LD38. Prior to grading plan approval, the grading plans shall clearly show that the parking lot conforms to City standards. The parking lot shall be 5% maximum, 1% minimum, 2% maximum at or near any disabled parking stall and travel way. Ramps, curb openings and travel paths shall all conform to current ADA standards as outlined in Department of Justice's "ADA Standards for Accessible Design", Excerpt from 28 CFR Part 36. (www.usdoj.gov) and as approved by the City's Building and Safety Division.

LD39. Prior to grading plan approval, the plans shall clearly show that the developer has made every attempt to treat runoff, prior to the runoff reaching the treatment control Best Management Practice(s) (BMPs), via maximum use of site design and source control BMPs.

LD40. Prior to grading plan approval, the plans shall show a 24-foot wide fire lane to be constructed per City Standard No. 108E.

LD41. Prior to issuance of a building permit, the offer of dedication for the four-foot additional right-of-way at the proposed driveway approaches per City Standard No. 118C shall be recorded at the Riverside County Recorder's Office.

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL
Case No: PA08-0035
(CUP for a Smog Inspection Station and Tire Sales)
APN: 291-190-025
09.29.11 Revised

PUBLIC WORKS DEPARTMENT

Special Districts Division

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Special Districts' Conditions of Approval for project **PA08-0035**; this project shall be completed at no cost to any Government Agency. All questions regarding Special Districts' Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Special Districts Division of the Public Works Department 951.413.3480. The applicant is fully responsible for communicating with each designated Special Districts staff member regarding their conditions.

General Conditions

SD-1 The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks & Community Services). All assessable parcels therein shall be subject to the annual Zone A charge for operations and capital improvements.

SD-2 Any damage to existing landscape areas maintained by the Moreno Valley Community Services District due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the Moreno Valley Community Services District.

Prior to Building Permit Issuance

SD-3 (BP) This project has been identified to be included in the formation of a Community Facilities District (Mello-Roos) for **Public Safety** services, including but not limited to Police, Fire Protection, Paramedic Services, Park

Rangers, and Animal Control services. The property owner(s) shall not protest the formation; however, they retain the right to object to the rate and method of maximum special tax. In compliance with Proposition 218, the developer shall agree to approve the mail ballot proceeding (special election) for either formation of the CFD or annexation into an existing district that may already be established. The Developer must notify Special Districts of intent to request building permits 90 days prior to their issuance. (California Government Code)

SD-4 (BP) This project is conditioned to provide a funding source for the capital improvements and/or maintenance for the **existing Alessandro Blvd.** median landscape. In order for the Developer to meet the financial responsibility to maintain the defined service, one of the following options shall be selected:

a. Participate in the mail ballot proceeding in compliance with Proposition 218, for Moreno Valley Community Services District **Zone M** (Commercial, Industrial and Multifamily Improved Median Maintenance), and pay all associated costs with the ballot process; or
b. Establish an endowment to cover the future maintenance costs of the landscaped area.

The developer must notify Special Districts of intent to request building permits 90 days prior to their issuance and the financial option selected to fund the continued maintenance.

SD-5 *Commercial* (BP) If Land Development, a Division of the Public Works Department, requires this project to supply a funding source necessary to provide, but not limited to, stormwater utilities services for the monitoring of on site facilities and performing annual inspections of the affected areas to ensure compliance with state mandated stormwater regulations, the developer must notify Special Districts 90 days prior to the City's issuance of a building permit and the financial option selected to fund the continued maintenance. (California Government Code)

SD-6 (BP) Prior to release of building permit, the developer, or the developer's successors or assignees, shall record with the County Recorder's Office a **Declaration of Covenant and Acknowledgement of Assessments** for each assessable parcel therein, whereby the developer covenants and acknowledges the existence of the Moreno Valley Community Services District, its established benefit zones, and that said parcel(s) is (are) liable

for payment of annual benefit zone charges and the appropriate National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate schedule when due. A copy of the recorded Declaration of Covenant and Acknowledgement of Assessments shall be submitted to the Special Districts Division. For a copy of the Declaration of Covenant and Acknowledgement of the Assessments form, please contact Special Districts, phone 951.413.3480.

CITY OF MORENO VALLEY

CONDITIONS OF APPROVAL
PA08-0033/0034/0035

GPA, Change of Zone, and CUP for smog inspection station and tire sales located at 22184 Alessandro Boulevard.

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

Transportation Engineering Division – Conditions of Approval

Based on the information contained in our standard review process we recommend the following conditions of approval be placed on this project:

GENERAL CONDITIONS

TE1. Alessandro Boulevard is classified as a Divided Major Arterial (134'RW/110'CC). Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility.

TE2. Conditions of approval may be modified if project is phased or altered from any approved plans.

PRIOR TO IMPROVEMENT PLAN APPROVAL OR CONSTRUCTION PERMIT

TE3. The driveways shall conform to Section 9.11.080, and Table 9.11.080-14 of the City's Development Code - Design Guidelines and shall be Commercial type per City of Moreno Valley Standard No. 118C.

TE4. Sight distance at driveways and on streets shall conform to City of Moreno Valley Standard No. 125 A, B, C at the time of preparation of final grading, landscape, and street improvements.

TE5. Prior to issuance of a construction permit, traffic control plans prepared by a qualified, Registered Civil or Traffic engineer may be required.

PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY

TE6. (CO) Prior to issuance of a certificate of occupancy, all approved signing and striping shall be installed per current City Standards and the approved plans.

PLANNING COMMISSION
STAFF REPORT

Case(s):	PA08-0033 (General Plan Amendment) PA08-0034 (Change of Zone) PA08-0035 (CUP)
Date:	May 10, 2012
Applicant:	Socrates Urena
Representative:	Socrates Urena
Location:	22184 Alessandro Boulevard
Proposal:	A Conditional Use Permit (CUP) for a Smog Inspection Station and Tire Sales commercial business, which requires a General Plan Amendment and Change of Zone.
Council District:	5
Recommendation:	Approval

SUMMARY

The proposed Smog Inspection Station and Tire Sales commercial business requires both a General Plan Amendment and Change of Zone for approval of the Conditional Use Permit. The proposed General Plan Amendment will change the land use designation of a 0.54 acre portion of a parcel located at 22184 Alessandro Boulevard (Assessor's Parcel Number 291-190-025) from Residential/Office (R/O) to Commercial (C). The Change of Zone will change the zoning of the parcel from Office Commercial (OC) to Community Commercial (CC).

ATTACHMENT 5

Project

The proposed project requires a Conditional Use Permit (CUP) for a Smog Inspection Station and Tire Sales business. The smog aspect of the business is as a "testing center" only, no auto repairs are to be conducted on site. The existing residential structure will be converted into the main office. The building's facade will be modified to emphasize the main business entrance and to eliminate the two doors on the east side of the building. The front windows will be reduced by one and repositioned in order to make the structure more commercial in appearance. The garage will be used as service bays for the smog inspection testing as well as tire service. The proposed project will provide onsite parking for 10 vehicles and have a security gate.

The project requires the front 1/3 of the parcel's zoning to be changed from Office Commercial (OC) to Community Commercial (CC). The rest of the parcel will remain in the Residential 10 (R10) zoning district. Approximately .54 acres of the 1.46 acre site will be rezoned to CC and approximately .92 acres will remain R10.

There was a previous approved application (PA03-0037) for the same business that expired, requiring a new application to be submitted. The project was approved back in October 2003 when the site was zoned Community Commercial (CC). During the 2006 General Plan Update, the parcel was rezoned to Office/Commercial (OC). This appears to have been done in recognition of the split zoning on the property and the potential incompatibility of general commercial and residential uses on the same parcel. To avoid potential conflicts, the conditions of approval require a parcel split prior to any residential development of the northerly residential portion of the parcel.

Land Use Change

The existing General Plan designation for the project site is Residential/Office (R/O). The applicant proposes a change from the Residential/Office (R/O) designation to Commercial (C) under the General Plan. The project requires the front 1/3 of the parcel's zoning to be changed from Office Commercial (OC) to Community Commercial (CC). The rest of the parcel will remain in the Residential 10 (R10) zoning district. Approximately .54 acres of the 1.46 acre site will be rezoned to CC and approximately .92 acres will remain R10. If the General Plan Amendment and Change of Zone are approved, the CUP for the Smog Inspection Station and Tire Sales business can be approved as well.

Based upon the information presented above, the proposed change in land use is compatible with existing land uses and would not conflict with the goals, objectives, policies or programs of the General Plan.

Site

The project site is surrounded by mixed group of land uses including Residential/Office (R/O) to the north, east and west of the parcel. There is some Residential 5 (R5) to the northeast of the project site. The neighboring parcels along the front of Alessandro Boulevard are Commercial (C) with Business Park (BP) to the south (across the street along Alessandro Boulevard).

As far as zoning, the project site is the only Office/Commercial (OC) parcel in the surrounding neighborhood. The Residential zoning is a mix of Residential 10 (R10) and Residential 15 (R15) with some Residential 5 (R5). Along Alessandro Boulevard from the Old 215 Frontage Road east to Elsworth Street is zoned Commercial (CC).

The project is located in an area of Moreno Valley referenced to as "Edgemont". The majority of the structures within this area are older single and small multiple-family residences. The project site has an existing older single-family residence with a separate garage structure that currently is vacant located in the front 1/3 of the parcel. The remaining 2/3 of the parcel is currently vacant.

Access

Access to the project site is off Alessandro Boulevard, directing customers to parking in the rear section of the lot. There is an emergency only gate off Sherman Way (north end of the property).

Design

The existing single family dwelling will be converted into office space with a waiting room, cashier's and storage areas. The building's facade will be modified to emphasize the main business entrance and to make the structure more commercial in appearance. The structure will be freshly painted and have a stone veneer place along the bottom sections of the front and side elevations. The garage will be used as the service bay for the smog inspection testing and storage of tires. The proposed project will provide onsite parking for 10 vehicles and have a security gate.

A five-foot landscaped planter will be along the eastern property boundary. The rear of the proposed Community Commercial (CC) section of the parcel will be conditioned to provide a five-foot landscaped planter as well. The existing "front yard" area of the property will be landscaped, including the addition of two Mondell Pine (*Pinus eldarica*) street trees planted 40-feet on-center with unspecified accent trees in between. The project will also be conditioned to provide a two bin trash enclosure that meets the City's requirements as well as landscaping along three sides.

A chain-link fence with metal or plastic slats has been required to separate the portions of the site to be developed from those intended to remain vacant. A block wall is required along any property line with existing residential units.

Review Process

The General Plan Amendment, Zone Change and Conditional Use Permit applications were submitted in April 2008. The biggest issue with this project was its lack of enough fire flow demand/ water pressure on site as the parcel is located within the Box Springs Water District. The applicant worked with both the Box Springs Water District and Eastern Municipal Water District to meet Fire Prevention Bureau's requirements. The applicant also installed a fire hydrant onsite, which was reviewed and accepted by the Moreno Valley Fire Prevention Bureau.

Environmental

The site is currently had a vacant residential structure with a separate garage and is not an area that the Riverside County Integrated Plan (RCIP) has identified as having the potential for burrowing owl habitat. The majority of the property is covered by weeds and dead vegetation.

A review of the FEMA maps for this area indicated that the project site is located outside of the 100-year flood plain.

Based upon review of the Cultural Resources Inventory prepared for the City of Moreno Valley by the Archaeological Research Unit of the University of California in October 1987, there are no known archaeological resources on the site.

With consideration given to the preceding information, an Initial Study has been completed for the proposed project. Based upon the Initial Study, a determination has been made that the proposed project will not result in the potential for significant impacts to the environment. Therefore, the adoption of a Negative Declaration is recommended.

Notification

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also posted on the project site and published in the local newspaper. As of the date of report preparation, staff had received no inquiries in response to the noticing for this project.

Staff Recommendation

Staff recommends that the Planning Commission take the following action:

APPROVE Resolution No. 2012-09, and thereby:

1. **RECOMMEND** that the City Council adopt a Negative Declaration for PA08-0033 (General Plan Amendment), PA08-0034 (Change of Zone) and PA08-0035 (Conditional Use Permit) in that this project will not result in significant environmental impacts);

2. **RECOMMEND** that the City Council approve PA08-0033 (General Plan Amendment), PA08-0034 (Change of Zone) and PA08-0035 (Conditional Use Permit).

Prepared by:

Claudia Manrique
Associate Planner

Approved by:

John C. Terell, AICP
Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2012-09, including conditions of approval attached as Exhibit A
3. Negative Declaration
4. Initial Study
5. Aerial Photograph of Project Site
6. General Plan Amendment (Land Use) Map
7. Change of Zone (Zoning) Map
8. Site Plan
9. Conceptual Grading Plan
10. Office Elevations
11. Garage Elevations

TO BE PROVIDED UNDER SEPARATE COVER

ATTACHMENT 6

PLANNING COMMISSION MINUTES
MAY 10, 2012

NEGATIVE DECLARATION

PROJECT TITLE AND FILE NUMBERS: PA08-0033 (General Plan Amendment), PA08-0034 (Change of Zone) and PA08-0035 (Conditional Use Permit)
PROJECT APPLICANT: Socrates Urena **TELEPHONE NUMBER:** (951) 313-2924
PROJECT LOCATION: 22184 Alessandro Boulevard, Moreno Valley, CA 92553
PROJECT DESCRIPTION: The proposed Smog Inspection Station and Tire Sales commercial business requires both a General Plan Amendment and Change of Zone for approval of the Conditional Use Permit. The proposed General Plan Amendment will change the land use designation of a 0.54 acre portion of a parcel located at 22184 Alessandro Boulevard (Assessor's Parcel Number 291-190-025) from Residential/Office (R/O) to Commercial (C). The Change of Zone will change the zoning of the parcel from Office Commercial (OC) to Community Commercial (CC).

FINDING

The City of Moreno Valley has reviewed the above project in accordance with the City of Moreno Valley's Guidelines for the Implementation of the California Environmental Quality Act, and has determined that an Environmental Impact Report need not be prepared because:

[X] The proposed project will not have a significant effect on the environment.

[ ] Although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because mitigation measures described in the attached Initial Study and hereby made a part of this Negative Declaration have been added to the project. The Final Conditions of Approval contain the final form and content of all mitigation measures.

This determination is based upon an Initial Study. The project file, including the Initial Study and related documents is available for review during normal business hours (8:00 a.m. to 5:00 p.m. Monday through Friday) at the City of Moreno Valley, Community Development Department, Planning Division, 14177 Frederick Street, Moreno Valley, California 92553, Telephone (951) 413-3206.

PREPARED BY: Claudia Manrique, Associate Planner	DATE: 5/1/2012

NOTICE

The public is invited to comment on the Negative Declaration. The appropriateness and adoption of the Negative Declaration is considered at the time of project approval in light of comments received.

DATE ADOPTED: 9/25/2012	BY: City Council

ATTACHMENT 7

INITIAL STUDY/
ENVIRONMENTAL CHECKLIST FORM
CITY OF MORENO VALLEY

1.	Project Title:	PA08-0033 (General Plan Amendment) PA08-0034 (Change of Zone) PA08-0035 (CUP)
2.	Lead Agency Name and Address:	City of Moreno Valley 14177 Frederick Street Moreno Valley, CA 92552
3.	Contact Person and Phone Number:	Claudia Manrique, Associate Planner (951) 413-3225
4.	Project Location:	22184 Alessandro Blvd (APN: 291-190-025)
5.	Project Sponsor's Name and Address:	Socrates Urena 20620 Avenida Hacienda Riverside, CA 92508
6.	General Plan Designation:	Residential/Office (R/O)
7.	Zoning:	Office Commercial (OC) and Residential 10 (R10)

8. Description of the Project: (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary)

The proposed project requires a Conditional Use Permit (CUP) for a Smog Inspection Station and Tire Sales commercial complex. The smog aspect of the business is as a "testing center" only, no auto repairs are to be conducted on site. The existing residential structure will be converted into the main office. The building's facade will be modified to emphasize the main business entrance and to eliminate the two doors on the east side of the building. The front windows will be reduced by one and repositioned in order to make the structure more commercial in appearance. The garage will be used as service bays for the smog inspection testing as well as tire service. The proposed project will provide onsite parking for 10 vehicles and have a security gate.

ATTACHMENT 8

MV00177056

The project requires the front 1/3 of the parcel's zoning to be changed from Office Commercial (OC) to Community Commercial (CC). The rest of the parcel will remain in the Residential 10 (R10) zoning district. Approximately .54 acres of the 1.46 acre site will be rezoned to CC and approximately .92 acres will remain R10.

There was a previous approved application (PA03-0037) for the same business that unfortunately expired. The project was approved back in October 2003 when the site was zoned Community Commercial (CC). During the 2006 General Plan Update, the parcel was rezoned to Office/Commercial (OC).

9. Surrounding Land Uses and Setting: (Briefly describe the project's surroundings)

The project site is surrounded by mixed group of land uses including Residential/Office (R/O) to the north, east and west of the parcel. There is some Residential 5 (R5) to the northeast of the project site. The neighboring parcels along the front of Alessandro Boulevard are Commercial (C) with Business Park (BP) to the south (across the street along Alessandro Boulevard).

As far as zoning, the project site is the only Office/Commercial (OC) parcel in the surrounding neighborhood. The Residential zoning is a mix of Residential 10 (R10) and Residential 15 (R15) with some Residential 5 (R5). Along Alessandro Boulevard from the Old 215 Frontage Road east to Elsworth Street is zoned Commercial (CC).

The project is located in an area of Moreno Valley referenced to as "Edgemont". The majority of the structures within this area are older single and small multiple-family residences. The project site has an existing older single-family residence with a separate garage structure that currently is vacant located in the front 1/3 of the parcel. The remaining 2/3 of the parcel is currently vacant.

10. Other public agencies whose approval is required (e.g. permits, financing approval, or participation agreement).

None

MV00177057

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below(■) would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

	Aesthetics		Greenhouse Gas Emissions		Population/Housing
	Agricultural Resources		Hazards & Hazardous Materials		Public Services
	Air Quality		Hydrology/Water Quality		Recreation
	Biological Resources		Land Use/Planning		Transportation/Traffic
	Cultural Resources		Mineral Resources		Utilities/Service Systems
	Geology/Soils		Noise		Mandatory Findings of Significance

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.	
I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.	
I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.	
I find that the proposed project MAY have a "potential significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.	
I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.	

Signature Date

Printed Name For

MV00177058

EVALUATION OF ENVIRONMENTAL IMPACTS

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4) "Negative Declaration: Potentially Significant Unless Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analysis," as described in (5) below, may be cross-referenced).

5) Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063 (c) (3) (d). In this case, a brief discussion should identify the following:

   (a) Earlier Analysis Used. Identify and state where they are available for review.

   (b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

   (c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9) The analysis of each issue should identify: (a) the significance criteria or threshold used to evaluate each question; and (b) the mitigation measure identified, if any, to reduce the impact to less than significance.

MV00177059

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
I. **AESTHETICS.** Would the project:				
a) Have a substantial adverse effect on a scenic vista?				X
The site is located within an area with several developments nearby and would not have an adverse effect on a scenic vista.				
b) Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?			X	
The site has a vacant single-family residence with a separate garage structure that would benefit from change of use to a commercial office. The house and garage structures have not been well maintained.				
c) Substantially degrade the existing visual character or quality of the site and its surroundings?			X	
The site has a vacant single-family residence with a separate garage structure that would benefit from change of use to a commercial office. The house and garage structures have not been well maintained.				
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			X	
The site has a vacant single-family residence with a separate garage structure that would benefit from change of use to a commercial office. Any new lighting will have to meet the City's municipal code, which requires lighting sources to be shielded.				
II. **AGRICULTURE RESOURCES**: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project?				
a) Convert Prime Farmland, Unique Farmland or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency to non-agricultural use?				X
The site is not designated as prime farmland on current maps. The project site is designated as "URBAN OR BUILT OUT LAND" on the 2010 current map. The project site has historically been used as single-family residential with an existing, but vacant single-family house and separate garage structure located in the front 1/3 of the parcel (nearest to Alessandro Blvd). As a residential neighborhood, there are no existing agricultural uses or operations within the project boundaries or in the vicinity.				
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
The site is not currently in agricultural use, or under Williamson Act control. There is no existing surrounding agricultural use, or sites under Williamson Act contract. The Municipal Code allows for agricultural uses such as crops in all zoning districts, therefore, the proposed warehouse facility does not conflict with existing zoning for agricultural use, or impact sites under Williamson Act contract.				
c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?				X
As a residential neighborhood, there are no existing agricultural uses or operations within the project boundaries or in the vicinity.				
III. **AIR QUALITY:** Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?			X	
The Air Quality Management Plan (AQMP) sets forth a comprehensive program that will lead the air basin into compliance with all federal and state air quality standards. The AQMP control measures and related emission reduction estimates are based upon emissions projections for a future development scenario derived from land use, population, and employment characteristics defined in consultation with local governments. Accordingly, conformance with the AQMP for development projects is determined by demonstrating compliance with local land use plans and/or population projections, or evaluation of assumed emissions. The existing 2007 AQMP was developed based on SCAG (Southern California Association of Governments) population projections for the region. The population projections made by SCAG are based on existing and planned land uses as set forth in the various general plans of local governmental jurisdictions within the region. The proposed project is consistent with the land use designation that has been in place for the last several iterations of the regional population projections and the AQMP. Since the project will be developed in accordance with the underlying assumptions of the AQMP, the project would not conflict with or obstruct implementation of the SCAQMD AQMP.				
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation.			X	
The project's land use is consistent with the City's the General Plan. The project is located within the jurisdiction of the South Coast Air Quality Management District. The project would not obstruct implementation of the South Coast Air Quality Management Plan.				
c) Result in a cumulatively considerable net increase of any criteria pollutant for			X	

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Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?				
The project's land use is consistent with the City's the General Plan. The project is located within the jurisdiction of the South Coast Air Quality Management District. The project would not obstruct implementation of the South Coast Air Quality Management Plan.				
d) Expose sensitive receptors to substantial pollutant concentrations?			X	
As a commercial project, the development would not be expected to produce significant concentrations of pollutants on-site except during construction. Standard conditions of approval provide mitigation from construction related dust products. The nearest sensitive receptors include existing single-family residences to the north, northeast, east, northwest and west of the proposed project. Considering the direction of the prevailing winds from northwest to southeast, dispersion of the pollutants, and the quantity of pollutants generated, the project will not expose sensitive receptors to substantial pollutant concentrations. Once the Smog and Tire Sales business is in operation, no auto repairs are to be conducted on site. The smog aspect of the business is as a "testing center" only.				
e) Create objectionable odors affecting a substantial number of people?			X	
The proposal would have no direct impact in creating objectionable odors. Any commercial development projects under the proposed designations would be required to mitigate or address objectionable odors.				
IV. **BIOLOGICAL RESOURCES**. Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U. S. Fish and Wildlife Service?			X	
The project site is comprised of one parcel totaling 1.46 acres at 22184 Alessandro Boulevard. The site has an existing substandard single-family residence with a separate garage structure. The residence is currently not occupied and the last date of occupation is no known. The parcel is not within an area that the Riverside County Integrated Plan (RCIP) has identified as needing required studies such as a Burrowing Owl Habitat Assessment. The project site has been disturbed in the past through disking for weed abatement and illegal dumping. Therefore, the proposed project will result in less than significant impacts to Fish and Wildlife resources.				
b) Have a substantially adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U. S. Wildlife Service?			X	
There are no major riparian habitat or other sensitive community on the site. The site was free from standing water or condensed riparian vegetation that could warrant a habitat area for sensitive or endangered species. It is not anticipated that the proposed development would have a substantial adverse effect on existing land use condition on the site as the existing structure will be used.				
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?			X	
The project as proposed would not have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act. The site has been previously graded and has an existing single-family residence and separate garage structure. There are no federally protected wetland areas such as marsh or vernal pools evident at the site. The project is consistent with the General Plan or local policies pertaining to the protection of biological resources. The project is consistent with the goals and objectives of the General Plan under the current land use designation which allows commercial uses.				
d) Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?			X	
The project as proposed would not interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites.				
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?			X	
The proposed project will not conflict with any General Plan or local policy pertaining to the protection of biological resources.				
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state habitat conservation plan?			X	

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Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
The proposed project is located within the boundaries of the Stephen's Kangaroo Rat Habitat Conservation Plan (SKR HCP). Also, the City is participating in the Multiple Species Habitat Conservation Plan (MSHCP), a comprehensive habitat conservation-planning program addressing multiple species' needs, including preservation of habitat and native vegetation in Western Riverside County. The project is not within any of the (MSHCP) criteria areas, PQP land, or any special survey areas. There is no riparian, riverine, or vernal pool (fairy shrimp) habitat on the project site. The project as designed and conditioned is consistent with the MSHCP and will have not conflict with the MSHCP. This project will also be subject to fees to support the implementation of the Multiple Species Habitat Conservation Plan. The MSHCP fee is currently $1938.00 per lot.				
V. **CULTURAL RESOURCES**. Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?				X
Based upon inspection of the project site and review of the Cultural Resources Inventory for the City of Moreno Valley, (Archeological Research Unit, University of California, Riverside, October 1987), there are no known archaeological resources on the site. There are no historical structures existing on the site. There are no known paleontological or unique geological features on the site.				
b) Cause a substantial adverse change in the significance of an archaeological resources pursuant to Section 15064.5?				X
Based upon inspection of the project site and review of the Cultural Resources Inventory for the City of Moreno Valley, (Archeological Research Unit, University of California, Riverside, October 1987), there are no known archaeological resources on the site. There are no historical structures existing on the site. There are no known paleontological or unique geological features on the site.				
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X
Based upon inspection of the project site and review of the Cultural Resources Inventory for the City of Moreno Valley, (Archeological Research Unit, University of California, Riverside, October 1987), there are no known archaeological resources on the site. There are no historical structures existing on the site. There are no known paleontological or unique geological features on the site.				
d) Disturb any human remains, including those interred outside of formal cemeteries?				X
No known human remains have been identified at the project site. Conditions of approval address the issue of inadvertent discoveries. A standard condition of approval will be placed on the project to cease excavation or construction activities if archaeological, paleontological, or historical resources uncovered on the project site.				
VI. **GEOLOGY AND SOILS**. Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:				
(i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.			X	
Based on City's environmental resources, the project site is not on, or close to, any known earthquake fault. There is no new information that would indicate the existence of a fault or fault tract in proximity of the site. There is no risk of ground rupture due to faulting at the proposed project site.				
(ii) Strong seismic ground shaking?			X	
According to the City's environmental information, the project site is not on, or close to, any known earthquake fault. The nearest fault is the San Jacinto fault system, which is located approximately 8-miles to the northeast. The inferred Casa Loma fault system also lies approximately 10-miles to the northeast. It should be noted, that within the City of Moreno Valley, the Casa Loma fault is an inferred unsubstantiated fault trace. The San Andreas fault system is more than 25 miles from the site. The active Sierra Madre and San Gabriel fault zones lie roughly 35 and 40 miles respectively to the northwest of the site. The active Elsinore and Newport-Inglewood fault zones lie approximately 20 and 45 miles, respectively, to the southwest of the site. This faulting is not considered a significant constraint to development on the site with the use of current building codes. Ground-shaking intensity could possibly be moderately-high during a 100-year interval earthquake. There is no new information that would indicate the existence of a fault on the site.				
(iii) Seismic-related ground failure, including liquefaction?			X	
According to the City's environmental resources, the project site is not on, or close to, any known earthquake fault. However, ground-shaking intensity could possibly be moderately-high during a 100-year interval earthquake. Water table and soil conditions are not conducive of seismic related failure.				
(iv) Landslides?			X	

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Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
This site is not near or adjacent to the mountainside areas and landslides will not be an issue. There is no potentially significant impact from landslides.				
(b) Result in substantial soil erosion or the loss of topsoil?			X	
The development of the site will likely result in the reduction of erosion with the placement of buildings and landscaping on the site. During construction, there is the potential for less than significant impacts for short-term soil erosion from minimal excavation and grading. This will be addressed as part of standard construction, such as watering to reduce dust and sandbagging, if required, during raining periods.				
(c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			X	
The geologic unit or soil is not known to be unstable based on current resources. If required by the conditions of approval, the applicant must provide a soils and geologic report to City Public Works Department. The site will not be located on expansive soil as defined in Table 18-1-B of the Uniform Building Code.				
(d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			X	
According to the City's environmental information, the geologic unit or soil is not known to be unstable. If required by the conditions of approval, the applicant must provide a soils and geologic report to City Public Works Department. The site will not be located on expansive soil as defined in Table 18-1-B of the Uniform Building Code.				
(e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?			X	
The project will operate on a sewer system that will be reviewed, approved and installed according to Eastern Municipal Water District requirements. The proposed project will not be introducing septic tanks or alternative water disposal systems.				
VII. **GREENHOUSE GAS EMISSIONS.** Would this project?				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
Global climate change is caused by greenhouse gas (GHG) emissions throughout the world. Mitigating global climate change will require worldwide solutions. Greenhouse gases are gases emitted from the earth's surface that absorb infrared radiation in the atmosphere. Increases in these gases lead to more absorption of radiation and warm the lower atmosphere, and therefore increase evaporation rates and temperatures on the Earth's surface. The City of Moreno Valley is currently in the process of preparing a Climate Action Strategy. However, at this time, there are no widely accepted thresholds of significance for determining the impact of GHG emissions from an individual project, or from a cumulative standpoint. As provided for in the CEQA Guidelines (Section 15064.4), it is necessary for the lead agency to make a good-faith effort in considering GHG emissions on a project specific basis. This project was submitted in July 2008 before the greenhouse gas emissions section was added to the Initial Study Checklist and is consistent of the project with the City's adopted General Plan and zoning, therefore the City has chosen to rely on a qualitative analysis. The proposed project is located at 22184 Alessandro Boulevard and includes three applications: General Plan Amendment, Change of Zone and Conditional Use Permit. To the extent possible based on scientific and factual data available, it has been determined that this project will not result in generating greenhouse gas emissions that will either directly or indirectly have a significant impact on the environment.				
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			X	
The project would not be in conflict with an applicable plan for reducing the emissions of greenhouse gases as there are no adopted plans for the purpose of reducing greenhouse gases in effect at the time of this Initial Study.				
VIII. **HAZARDS AND HAZARDOUS MATERIALS.** Would the project?				
a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?			X	
The proposed project, a commercial smog and tire shop consisting of an office building with separate garage (both structures are existing and will be remodeled). The smog aspect of the business is as a "testing center" only, no auto repairs are to be conducted on site. There will be no significant hazard to the public or the environment. There will be no known hazardous emissions or handling of hazardous materials related to this project.				
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous			X	

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Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
materials into the environment?				
The proposed project, a commercial smog and tire shop consisting of an office building with separate garage (both structures are existing and will be remodeled). The smog aspect of the business is as a "testing center" only, no auto repairs are to be conducted on site. There will be no significant hazard to the public or the environment. There will be no known hazardous emissions or handling of hazardous materials related to this project.				
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			X	
The proposed project, a commercial smog and tire shop consisting of an office building with separate garage (both structures are existing and will be remodeled). The smog aspect of the business is as a "testing center" only, no auto repairs are to be conducted on site. There will be no significant hazard to the public or the environment. There will be no known hazardous emissions or handling of hazardous materials related to this project. The nearest school, Towngate Elementary School, is over a mile away from the project site (northwest).				
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result would it create a significant hazard to the public or the environment?				X
The project is not located on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.				
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?			X	
The nearest airport is the March Air Reserve Base located to the south. The distance to the runway is approximately 4-miles. The project site is not within the crash zones or the noise contours identified in the most recent Air Installation Compatible Use Zone (AICUZ) study (Municipal Code Section 9.07.060). The site is not within an airport land use plan.				
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
The project is not located within an airport land use plan. The project is located approximately 1 mile north of March Air Reserve Base.				
g) Impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
The proposed project would not have any direct effect on an adopted emergency response plan, or emergency evacuation plan. The City has an adopted Hazardous Waste Management Plan as part of its General Plan, which addresses emergency response pertaining to hazardous materials. The City's emergency plans are also consistent with the General Plan. Since the proposed project is consistent with the General Plan, the proposed project would not be in conflict in any way with the emergency response or emergency evacuation plans. The project is not located within a designated wildland area where fires are possible.				
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X
The proposed project site is not adjacent to wildlands, and as such would not expose people or structures to a significant risk of loss, injury or death involving wildland fires. In addition, the project is not located within a designated wildland area.				
IX. **HYDROLOGY AND WATER QUALITY**. Would the project:				
a) Violate any water quality standards or waste discharge requirements?			X	
Pursuant to the requirements of the Santa Ana Regional Water Quality Control Board, a project specific Water Quality Management Plan (WQMP) is required of certain projects involving discretionary approval. This project did not require a WQMP to address pollutants of concern which include nutrients, oxygen demanding substances, and pathogens (bacteria and viruses) due to the size of the project parcel (under 5 acres). Proposed grading activities may temporarily expose soils to wind and water erosion that would contribute to downstream sedimentation. The proposed project would comply with all permits and development guidelines associated with urban water runoff and discharge set forth by the City of Moreno Valley and the Regional Water Quality Control Board. With the approval of the storm drainage facilities by the City Engineer and Riverside County Flood Control District, as well as complying with all applicable storm water discharge permits, impacts would be less than significant.				
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			X	

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Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
This project is located within the Box Springs Water District, which has capacity issues with regards to fire flow requirements. The applicant has received permission from Box Springs Water District to allow the project to connect to Eastern Municipal Water District (EMWD) in order to meet the fire flow demands required by the City of Moreno Valley's Fire Prevention Bureau. With the onsite fire hydrant serviced by EMWD, water supplies are adequate to serve the proposed project. Although the project would cover a majority of the site with impervious surfaces, the landscaped areas would still provide a means for groundwater recharge. Impacts would be less than significant.				
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?			X	
During construction of the project, there is the potential for some sediments to be discharged within the storm water system. Erosion plans are required for projects prior to issuance of grading permits for prevention substantial erosion. The site is within the 100-year flood plain. However, there is no streambed or river on the project site, so the project will not cause a change in the existing drainage pattern that would result in substantial erosion or siltation on- or off-site. Therefore, project implementation would not result in modifications that could ultimately result in substantial erosion or siltation on- or off-site. Impacts would be less than significant.				
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or surface runoff in a manner which would result in flooding on- or off site?				X
A river or streambed were not evident on the site. Runoff patterns will not be altered to the result of flooding on or off-site.				
e) Create or contribute runoff which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?			X	
All storm drainage improvements would be developed to the standards of the City Engineer and the Riverside County Flood Control Agency. As with any urban project, runoff entering the storm drainage system would contain minor amounts of pollutants (including pesticides, fertilizers and motor oil). This would incrementally contribute to the degradation of surface and sub-surface water quality. Additionally, grading activities would temporarily expose soils to water erosion that would contribute to downstream sedimentation. However, the project is subject to the permit requirements of the Santa Ana Regional Water Quality Control Board. As the site is currently 2/3 of the lot is unpaved and exposed, development of the proposed project would lessen the existing site contribution to sediment runoff at project completion. The rear section of the parcel will be left undeveloped under this CUP application.				
f) Otherwise substantially degrade water quality?			X	
All storm drainage improvements would be developed to the standards of the City Engineer and the Riverside County Flood Control Agency. As with any urban project, runoff entering the storm drainage system would contain minor amounts of pollutants (including pesticides, fertilizers and motor oil). This would incrementally contribute to the degradation of surface and sub-surface water quality. Additionally, grading activities would temporarily expose soils to water erosion that would contribute to downstream sedimentation. However, the project is subject to the permit requirements of the Santa Ana Regional Water Quality Control Board. As the site is currently 2/3 of the lot is unpaved and exposed, development of the proposed project would lessen the existing site contribution to sediment runoff at project completion. The rear section of the parcel will be left undeveloped under this CUP application.				
g) Place housing within a 100-year floodplain, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
An inspection of the site shows no evidence of concentrated drainage. The current Federal Emergency Management maps (FEMA) maps indicate that a small section of the site is in a flood zone (FIRMette map Panel # 745 dated August 28, 2008). The small section of the rear of the parcel is within "Zone X", which is defined by FEMA as "area of moderate flood hazard, usually the area between the limits of the 100-year and 500-year floods." The existing structures (old single-family residence and separate garage) will be used for a commercial smog and tire shop, not as a residence.				
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				X
An inspection of the site shows no evidence of concentrated drainage. The current Federal Emergency Management maps (FEMA) maps indicate that a small section of the site is in a flood zone (FIRMette map Panel # 745 dated August 28, 2008). The small section of the rear of the parcel is within "Zone X", which is defined by FEMA as "area of moderate flood hazard, usually the area between the limits of the 100-year and 500-year floods." The majority of the parcel (and where the existing structures are located) are not within a flood zone.				
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				X

MV00177065

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
The project is outside of the delineated dam inundation area for Perris Dam at Lake Perris Reservoir.				
j) Inundation by seiche, tsunami, or mudflow?				X
The site is not identified in the General Plan as a location subject to seiche, or mudflow.				
X. **LAND USE AND PLANNING**. Would the project:				
a) Physically divide an established community?				X
The project site is surrounded by mixed group of land uses including Residential/Office (R/O) to the north, east and west of the parcel. There is some Residential 5 (R5) to the northeast of the project site. The neighboring parcels along the front of Alessandro Boulevard are Commercial (C) with Business Park (BP) to the south (across the street along Alessandro Boulevard). As far as zoning, the project site is the only Office/Commercial (OC) parcel in the surrounding neighborhood. The Residential zoning is a mix of Residential 10 (R10) and Residential 15 (R15) with some Residential 5 (R5). Along Alessandro Boulevard from the Old 215 Frontage Road east to Elsworth Street is zoned Commercial (CC). The project is located in an area of Moreno Valley referenced to as "Edgemont". The majority of the structures within this area are older single and small multiple-family residences with a few commercial and office uses along the major corridor of Alessandro Boulevard. The project site has an existing older single-family residence with a separate garage structure that currently is vacant located in the front 1/3 of the parcel. The remaining 2/3 of the parcel is currently vacant.				
b) Conflict with an applicable land use plan, policy or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?			X	
There are no conflicts associated with any land use plans with the approval of the General Plan Amendment and Change of Zone. The proposed project is consistent with the proposed "Community Commercial" zoning within the City's Municipal Code and General Plan. The project requires the front 1/3 of the parcel's zoning to be changed from Office Commercial (OC) to Community Commercial (CC). The rest of the parcel will remain in the Residential 10 (R10) zoning district. Approximately .54 acres of the 1.46 acre site will be rezoned to CC and approximately .92 acres will remain R10. There was a previous approved application (PA03-0037) for the same business that unfortunately expired. The project was approved back in October 2003 when the site was zoned Community Commercial (CC). During the 2006 General Plan Update, the parcel was rezoned to Office/Commercial (OC). Changing the zoning back to Community Commercial (CC) will not cause any conflicts of land use as all the parcels along Alessandro Boulevard are also Community Commercial (CC). Leaving the rear 2/3 of the parcel R10, will create a buffer for the neighboring residential uses.				
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?				X
The City of Moreno Valley is participating in the Multiple Species Habitat Conservation Plan (MSHCP), a comprehensive habitat conservation-planning program addressing multiple species' needs, including preservation of habitat and native vegetation in Western Riverside County. The project is not within any of the MSHCP criteria areas, PQP land, or any special survey areas.				
XI. **MINERAL RESOURCES.** Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?			X	
The project site is located in an urbanized area with additional development occurring in the vicinity. No active mines or mineral recovery programs are currently active within the project site. No mineral deposits have been identified in the General Plan, consequently, the development of the project site would not conflict with a mineral recovery plan as adopted by the General Plan. Therefore, no significant impacts would occur.				
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?			X	
The project site is located in an urbanized area with additional development occurring in the vicinity. No active mines or mineral recovery programs are currently active within the project site. No mineral deposits have been identified in the General Plan, consequently, the development of the project site would not conflict with a mineral recovery plan as adopted by the General Plan. Therefore, no significant impacts would occur.				
XII. **NOISE.** Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of			X	

MV00177066

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
other agencies?				
The proposed project has incorporated the City's conditions of approval into the project design. As a result, construction and operation activities would be restricted to Monday through Friday from 6:00 AM to 8:00 PM, excluding holidays, ad from 7:00 AM to 8:00 PM on weekends and holidays. As a result, no significant impacts would occur. Permanent noises associated with the proposed residential uses include, but are not limited to, people talking, radios playing and lawn equipment. However, these noise sources would be typical of land uses in the adjacent area as proposed by the General Plan Update and less than the permanent noises associated with the Office use currently established at this site. Therefore, the project as proposed would not introduce unique noise sources. Finally, the City's conditions of approval have been incorporated into the project design that would ensure land use compatibility with regards to noise resulting from the project site.				
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			X	
Development of the project may result in ground-borne vibrations or noise generated infrequently through the construction phase. However, this type of effect would be temporary and infrequent and is not expected to occur during project operation.				
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
The proposed project has incorporated the City's conditions of approval into the project design. As a result, construction and operation activities would be restricted to Monday through Friday from 6:00 AM to 8:00 PM, excluding holidays, ad from 7:00 AM to 8:00 PM on weekends and holidays. As a result, no significant impacts would occur. Permanent noises associated with the proposed residential uses include, but are not limited to, people talking, radios playing and lawn equipment. However, these noise sources would be typical of land uses in the adjacent area as proposed by the General Plan Update and less than the permanent noises associated with the Office use currently established at this site. Therefore, the project as proposed would not introduce unique noise sources. Finally, the City's conditions of approval have been incorporated into the project design that would ensure land use compatibility with regards to noise resulting from the project site.				
d) A substantially temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
The proposed project has incorporated the City's conditions of approval into the project design. As a result, construction and operation activities would be restricted to Monday through Friday from 6:00 AM to 8:00 PM, excluding holidays, ad from 7:00 AM to 8:00 PM on weekends and holidays. As a result, no significant impacts would occur. Permanent noises associated with the proposed residential uses include, but are not limited to, people talking, radios playing and lawn equipment. However, these noise sources would be typical of land uses in the adjacent area as proposed by the General Plan Update and less than the permanent noises associated with the Office use currently established at this site. Therefore, the project as proposed would not introduce unique noise sources. Finally, the City's conditions of approval have been incorporated into the project design that would ensure land use compatibility with regards to noise resulting from the project site.				
e) For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?			X	
The project is located near the March Air Reserve Base but outside the boundaries of the Air Installation Compatibility Use Overlay District (AICUZ). This is an overlay district that restricts land use on properties located to the north and south of the runway of March Air Reserve Base. The AICUZ includes elements that address noise zones and accident potential zones. The project site is located outside the mapped noise contours associated with aircraft operations at the MARB airfield, indicating noise exposure due to aircraft operations in less than 60 decibels (CNEL). This is well below the accepted noise exposure level for industrial uses. March JPA identified that the project is restricted by FAA Part 77, which limits building heights in this area to 85-feet. The project as proposed has a maximum height of 36-feet and will not be in conflict with height restrictions from adjacent March Air Reserve Base.				
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X
There is no private airstrip within the vicinity of the site, or within the City of Moreno Valley.				
XIII. **POPULATION AND HOUSING.** Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			X	
As the site is considered a commercial site, with population and housing growth opportunities indirectly related, the project will be planned consistent with the Citywide plan.				
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X

MV00177067

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
While there is an existing residence on the site, it has been vacant for some time now (application submitted in 2008).				
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X
No - While there is an existing residence on the site, it has been vacant for some time now (application submitted in 2008).				
XIV. **PUBLIC SERVICES**. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire protection?			X	
There will be an incremental increase in the demand for new or altered public services including library, city hall, and city yard facilities. These facilities would be needed with or without the project. Environmental review has already been done for the proposed library as part of the future city hall complex.				
b) Police protection?			X	
There will be an incremental increase in the demand for new or altered public services including library, city hall, and city yard facilities. These facilities would be needed with or without the project. Environmental review has already been done for the proposed library as part of the future city hall complex.				
c) Schools?			X	
There will be an incremental increase in the demand for new or altered public services including library, city hall, and city yard facilities. These facilities would be needed with or without the project. Environmental review has already been done for the proposed library as part of the future city hall complex.				
d) Parks?			X	
There will be an incremental increase in the demand for new or altered public services including library, city hall, and city yard facilities. These facilities would be needed with or without the project. Environmental review has already been done for the proposed library as part of the future city hall complex.				
e) Other public facilities?			X	
There will be an incremental increase in the demand for new or altered public services including library, city hall, and city yard facilities. These facilities would be needed with or without the project. Environmental review has already been done for the proposed library as part of the future city hall complex.				
XV. **RECREATION.**				
a) Would the project increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				X
The General Plan Amendment and Change of Zone would have no direct impact on recreational facilities. Development within the project area will be required to pay development impact fees for residential uses. Part of the commercial fees will go towards recreation facilities within the City of Moreno Valley.				
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				X
The General Plan Amendment and Change of Zone would have no direct impact on recreational facilities. Development within the project area will be required to pay development impact fees for residential uses. Part of the commercial fees will go towards recreation facilities within the City of Moreno Valley.				
XVI. **TRANSPORTATION/TRAFFIC.** Would the project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?			X	
The project is consistent with the proposed general plan, circulation plan and land use designation of Commercial (C) and the zoning district of Community Commercial (CC), and would not conflict with any applicable plans, ordinances or policies".				
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?			X	
A traffic study was not required by the Transportation Department for this project.				

MV00177068

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?			X	
The project is located near the March Air Reserve Base, but outside of the boundaries of the Air Installation Compatibility Use Overlay District (AICUZ). This project will not result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks.				
d) Substantially increase hazards to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?				X
As designed, the project will not result in hazards. The project is not adjacent to any potential incompatible uses.				
e) Result in inadequate emergency access?				X
The project has been designed in a manner consistent with City standards. The site will be readily accessible for emergency access.				
f) Conflict with adopted policies or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?				X
The project does not conflict with adopted policies, plans and programs regarding public transit, bicycle or pedestrian facilities or decrease the safety performance of such facilities.				
XVII. **UTILITIES AND SERVICE SYSTEMS.** Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				X
The project will not exceed wastewater treatment requirements of the Regional Water Quality Control Board. The project would not exceed the existing or planned capacity of the Moreno Water Reclamation Facility.				
b) Require or result in construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
The project will not exceed wastewater treatment capacity of the Moreno Water Reclamation Facility.				
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
The project will not require or result in the construction of unplanned storm water drainage facilities or expansion of existing facilities.				
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				X
This project was determined to not be a project of regional significance per CEQA guidelines, so the preparation of a Water Supply Assessment was not required.				
e) Result in a determination by the wastewater treatment provider which serves or may serve the project determined that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X
EMWD, the wastewater treatment provider, has adequate capacity to serve the project in addition to the provider's existing commitments. EMWD has plans for major expansions of the Moreno Water Reclamation Facility. Source: EIR for the General Plan Update.				
f)) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?				X
The General Plan Amendment and Change of Zone itself has no direct impacts on solid waste. There is adequate in landfills to accommodate the future development.				
g) Comply with federal, state, and local statues and regulations related to solid waste?				X
The City is complying with State and Federal regulations regarding solid waste. All future projects will comply with the current policies regarding solid waste.				
XVIII. **MANDATORY FINDINGS OF SIGNIFICANCE.**				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?			X	

MV00177069

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
The project would not significantly degrade the quality of the environment or reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal. There are no historic structures on the site, and there will be no impact to historic resources. The project will not eliminate important examples of the major periods of California history or prehistory. The analysis in this Initial Study demonstrates that project and cumulative impacts would be less than significant. Finally, the project consists of a tentative tract map that would result in no substantial adverse health effects on human beings.				
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?			X	
This project will not create any impacts, that when viewed in connection with existing land uses, and other recently approved projects, would be considered cumulatively considerable. It is not expected that the proposed project would result in incremental effects. The analysis in this Initial Study demonstrates that the proposed project cumulative impacts would be less than significant.				
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X	
The project consists of a General Plan Amendment, Change of Zone and Conditional Use Permit (CUP). The project as designed and conditioned will not cause substantial adverse effects on human beings, either directly or indirectly for the reasons described in this checklist/initial study.				

MV00177070

Aerial Photograph

PA08-0033, PA08-0034 & PA08-0035

Legend

- Selected Features
- Parcels
- Roads

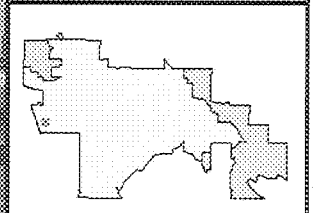

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

DISCLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.

N

0 75 150 300ft

Powered By GeoSmart.net

Printed: 5/1/2012 8:08:51 AM

MORENO VALLEY

ATTACHMENT 9

MV00177071

General Plan Amendment (PA08-0033)

From Residential Office (R/O) to Commercial (C)

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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MORENO VALLEY

ATTACHMENT 10

MV00177072

Change of Zone (PA08-0034)

From Office Commercial to Community Commercial

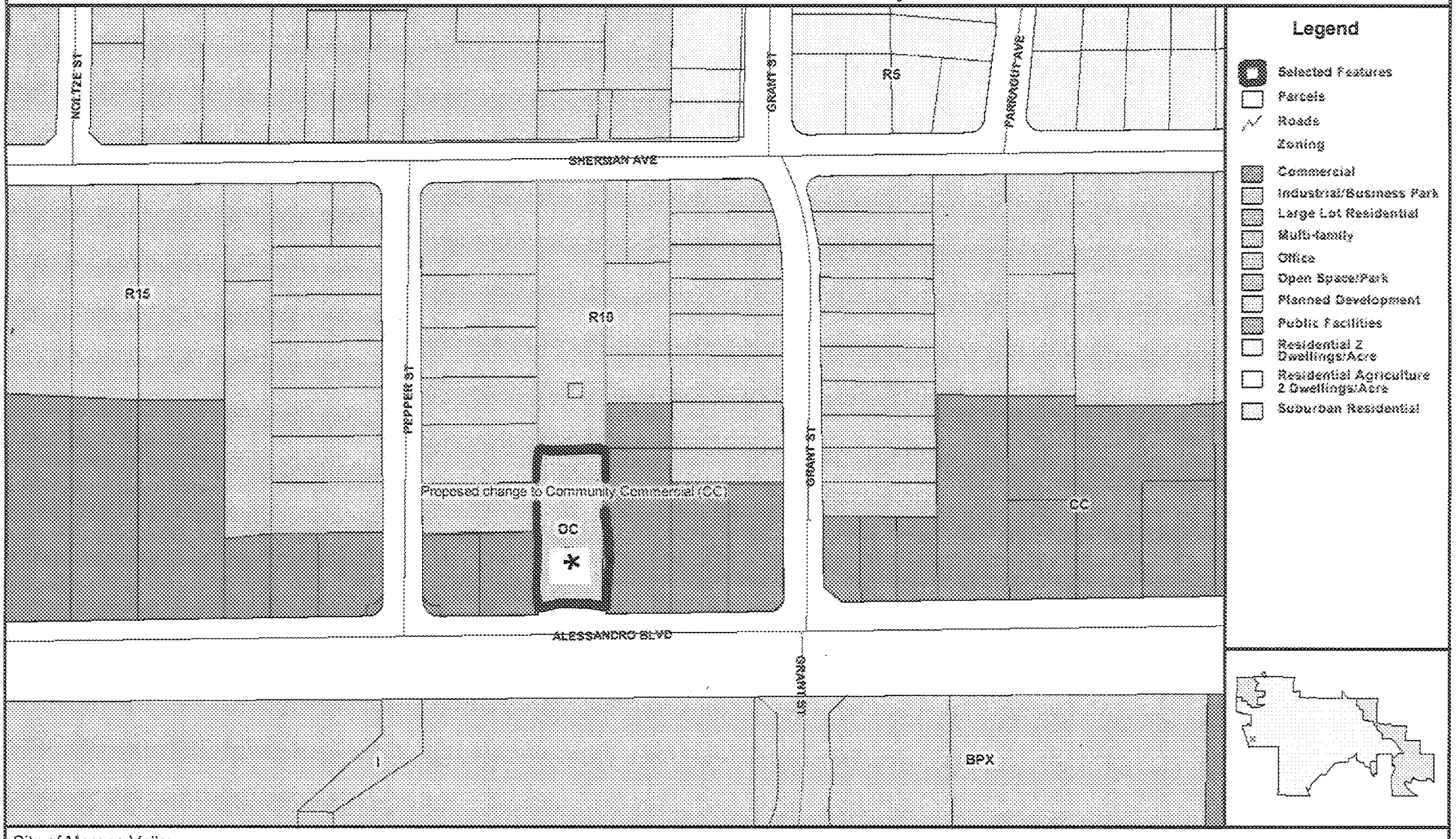

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

DISCLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.

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MORENO VALLEY

ATTACHMENT 11

MV00177073

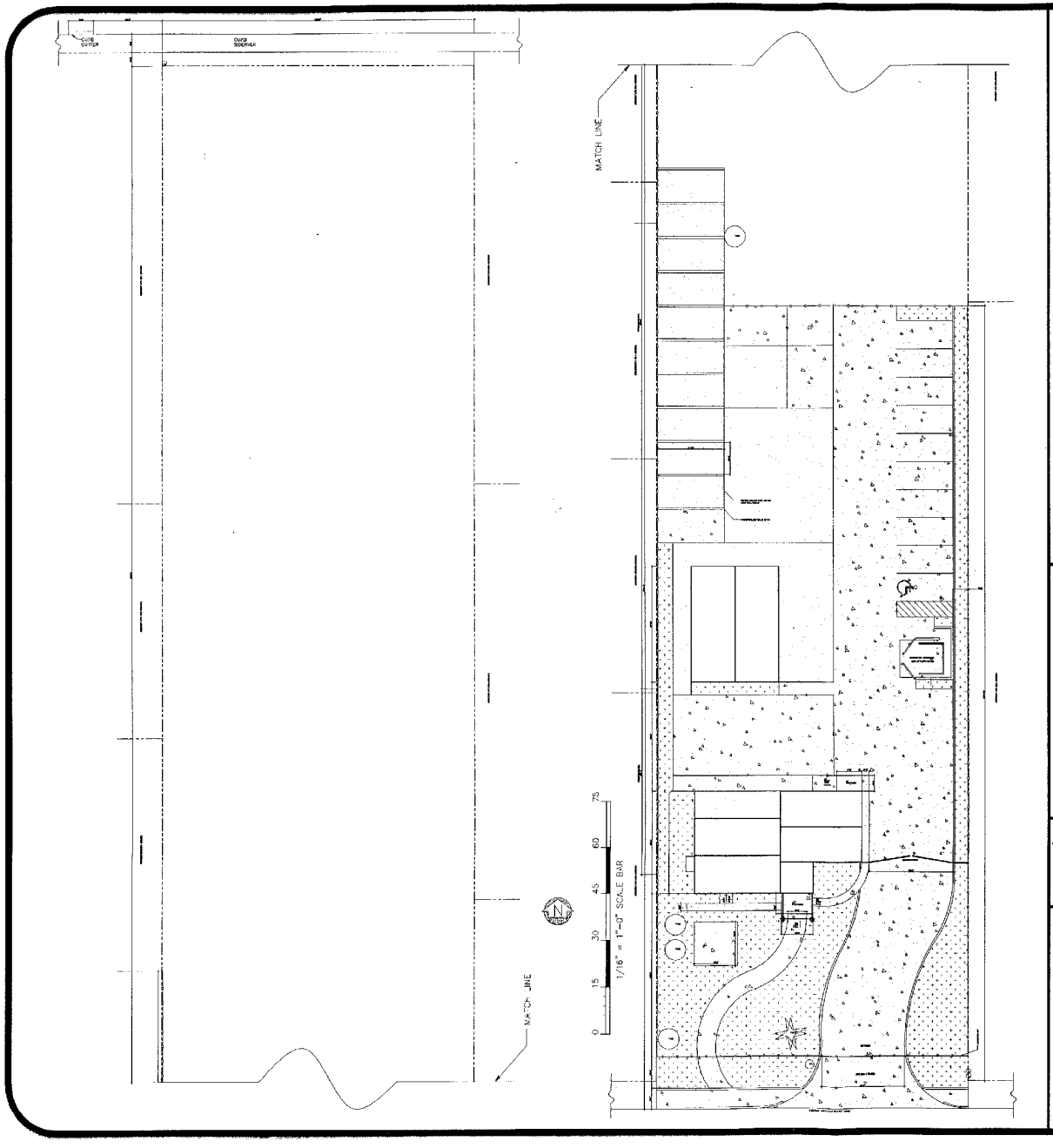

NOTES:

1. CONTRACTOR SHALL, PRIOR TO COMMENCEMENT OF WORK, FIELD VERIFY ALL EXISTING PROJECT CONDITIONS, INCLUDING DIMENSIONS AND UTILITY LOCATIONS AND UTILITY SIZES.

   FOR DISCRIPTION OF DISCREPANCIES SHALL BE RECORDED ON A REPRODUCIBLE DOCUMENT AND THE ENTIRETY TRANSMITTED TO ARCHITECT FOR PROJECT RECORD, CLARIFICATION AND NECESSARY RESOLUTION PRIOR TO CONTINUING WITH WORK.

   CONTRACTOR SHALL VERIFY, AND BE RESPONSIBLE FOR, ALL WORK AND MATERIALS - INCLUDING THOSE FURNISHED BY SUBCONTRACTORS.

   WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED SIZES; DO NOT SCALE DRAWINGS TO DETERMINE ANY LOCATIONS.

   ALL DIMENSIONS ON PLANS ARE TO CENTER LINE OF WALLS / COLUMNS, AND FACE OF STUD (F.O.S.) OR FACE OF MASONRY (F.O.M.) UNLESS NOTED OTHERWISE.

2. ALL WORK SHALL CONFORM TO THE LATEST ADOPTED EDITIONS OF CBC, CEC, CPC, CMC BUILDING CODES.

3. ALL ELECTRICAL, MECHANICAL AND PLUMBING WORK SHALL CONFORM TO THE REQUIREMENTS OF ALL LEGALLY CONSTITUTED AUTHORITIES HAVING JURISDICTION.

4. THE GENERAL BUILDING PERMITS SHALL BE PAID FOR BY THE OWNER AND SECURED BY THE GENERAL CONTRACTOR. ALL OTHER REQUIRED PERMITS SHALL BE SECURED AND PAID FOR BY THE CONTRACTOR OR SUBCONTRACTOR DIRECTLY RESPONSIBLE.

   ALL REQUIRED CITY AND COUNTY LICENSES SHALL BE ACQUIRED AND PAID FOR BY THE INDIVIDUAL TRADES.

   ALL CONTRACTORS SHALL HAVE VALID CERTIFICATES OF WORKMAN'S COMPENSATION ON FILE WITH THE APPROPRIATE AGENCIES.

5. CONTRACTOR SHALL ASSIST OWNER IN OBTAINING FINAL APPROVAL OF LOCAL HEALTH DEPARTMENT AND THE TEMPORARY AND FINAL CERTIFICATES OF OCCUPANCY.

6. CONTRACTOR SHALL PROVIDE BACKING FOR SUPPORT OF ALL WALL, CEILING, AND FURNITURE MOUNTED ITEMS (SUCH AS LIGHT FIXTURES, SHELVING, EQUIPMENT, AND TELEVISIONS). COORDINATE LOCATIONS AND REQUIREMENTS WITH THE PLUMBING, MECHANICAL, ELECTRICAL DRAWINGS.

7. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES, OTHER OBSTACLES WHICH MAY BE HIDDEN AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF UTILITIES AND ALL OTHER PROPERTY DAMAGED BY OPERATIONS IN CONJUNCTION WITH EXECUTION OF WORK.

8. CONTRACTOR SHALL PROVIDE PEDESTRIAN PROTECTION IN ACCORDANCE WITH ALL APPLICABLE BUILDING CODES.

9. INTERIOR WALL AND CEILING FINISHES SHALL NOT EXCEED FLAME SPREAD CLASSIFICATIONS LISTED BY ALL APPLICABLE BUILDING CODES.

10. GYPSUM BOARD AND SUSPENDED CEILING SYSTEMS SHALL CONFORM TO ALL LOCAL GOVERNING BUILDING CODES AND ORDINANCES.

11. ALL GLASS AND GLAZING SHALL COMPLY WITH ALL 2008 BUILDING CODES AS WELL AS THE CONSUMER PRODUCT SAFETY COMMISSION'S SAFETY STANDARDS FOR ARCHITECTURAL GLAZING MATERIALS (16CFR, PART TITLE NO. 16, CHAPTER II, PART 1201)

12. PIPES, CONDUITS, OR DUCTS EXCEEDING ONE THIRD OF THE SLAB OR MEMBER THICKNESS SHALL NOT BE PLACED IN STRUCTURAL CONCRETE UNLESS SPECIFICALLY DETAILED. REFER TO MECHANICAL, ELECTRICAL, PLUMBING, AND STRUCTURAL DRAWINGS FOR LOCATION OF SLEEVES AND THICK ACCESSORIES.

13. AUTOMATIC FIRE SPRINKLER SYSTEM DESIGN AND INSTALLATION IS THE COMPLETE SECTION SHALL INCORPORATE, IT IS THE CONTRACTOR'S PRIORITY TO INSTALL A FINAL SHOP DRAWING TO THE ARCHITECT FOR REVIEW, COMPLETE FIRE SPRINKLER SYSTEM DRAWINGS WITH APPROVAL BY ALL AGENCIES HAVING JURISDICTION INDICATED ON ALL SHEETS.

    THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION OF SYSTEM HEADS, PLUMBING LINES, AND VALVES THAT MAY BE IN CONFLICT WITH OTHER SYSTEMS OR THE INTERIOR DESIGN, AND STILL BE LOCATED AS DIVERSED BY FIRE SPRINKLER CODES AND SYSTEM ENGINEERING.

    DRAWINGS SHALL BE SUBMITTED TO ARCHITECT FOR REVIEW BY THE CONTRACTOR'S CORPORATION OF SYSTEM WITH ENGINEERING WEIGHT OF THE PROJECT PRIOR TO INSTALLATION.

14. FIRE SPRINKLERS SHALL BE AUTOMATIC TO PROVIDE MORE COVERAGE AND SHALL COMPLY WITH THE RECOMMENDATIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 13 AND NFPA 13 R, THE LATEST EDITION AND THE OWNER'S INSURANCE UNDERWRITERS.

15. EXISTING BUILDINGS SHALL COMPLY WITH ALL SECURITY REQUIREMENTS AS OUTLINED IN ALL LOCAL BUILDING CODES AND ORDINANCES.

16. ACCURATE AS-BUILT DRAWINGS SHALL BE GENERATED BY CONTRACTOR DURING CONSTRUCTION AND SUBMITTED TO OWNER UPON COMPLETION OF FINAL PUNCH LIST, BUT PRIOR TO RELEASE OF FINAL PAYMENT.

17. ROOF OVERHANGS SHOWN AS ELEVATION AWNINGS, SOLAR PANELS, AND CUT WORKS ARE NOT INCLUDED FROM INSTALLATION. CONSTRUCT SUCH A WAY AS TO PREVENT FIRE DEPARTMENT ACCESS TO CURES IN THE EVENT OF A FIRE.

18. BUILDING ROOF RUNOFF SHALL BE DIRECTED TO SURROUNDING LANDSCAPING.

UTILITIES:

ELECTRIC: SOUTHERN CALIFORNIA EDISON
P.O. BOX 800
ROSEMEAD, CA 91770
1-800-655-4555

WATER: MOR. DESERT MUTUAL WATER COMPANY
21740 BRADSHAW AVE
MORENO VALLEY, CA 92553
(951) 653-4288

EASTERN MUNICIPAL WATER COMPANY
P.O. BOX 8300
PERRIS, CA 92572-8300
1-800-426-5687

GAS: THE GAS COMPANY
P.O. BOX 3150
SAN DIMAS, CA 91773
1-800-427-2200

TELEPHONE: VERIZON
1095 AVENUE OF THE AMERICAS
NEW YORK, NEW YORK 10036
800-621-9900

AT&T
1-800-310-2355 RESIDENTIAL
1-800-746-2366 COMMERCIAL

TV/SAT/CABLE: DIRECT SAT TV
240 CORDWAINER AVE, SUITE 00
SOUTHERN PINES, NCC, 28387
1-800-583-4101
cs@directsatv.com

WASTE: WASTE MANAGEMENT
1001 FANNIN, SUITE 4000
HOUSTON, TEXAS 77002
(713) 512-6345
wmcorp@wm.com

ZONING:

EXISTING ZONING: OFFICE COMMERCIAL

PROPOSED ZONING: COMMUNITY COMMERCIAL

LEGEND

- LANDSCAPING
- EXISTING CONCRETE
- PROPOSED CONCRETE
- BLOCK WALL
- PLASTIC-SLOTTED CHAIN-LINK FENCE
- PROPERTY LINE
- POWER POLE
- HANDICAP
- FIRE HYDRANT

SHEET INDEX

1. TITLE SHEET/PLOT PLAN
2. EXISTING OFFICE FLOOR PLAN / ELECTRICAL PLAN
3. ELEVATIONS (OFFICE)
4. GARAGE FLOOR PLAN/FOUNDATION PLAN/ROOF PLAN
5. FRAMING PLAN AND SECTION
6. ELEVATIONS (GARAGE)

VICINITY MAP

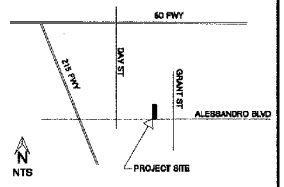

NOTES

EXISTING HOUSE AREA = 1450.00 SQUARE FEET
EXISTING GARAGE AREA = 1040.00 SQUARE FEET

REMODEL OF EXISTING HOUSE TO ACCOMODATE SMOG CHECK SHOP OFFICE.

REMODEL EXISTING GARAGE TO USE AS A SMOG SHOP

EMPLOYEES ON SITE:
3 OR LESS

OCCUPANT LOAD:
S-3
OL= 1040 ×4
300
B
OL= 1450 ×15
100
TOTAL OCCUPANT LOAD: 19

LEGAL DESCRIPTION

LOT	38
BLOCK	--
TRACT	0425.05
MAP BOOK	--
CITY	MORENO VALLEY
COUNTY	RIVERSIDE
STATE	CA
A.P.N.	291-192-025
ACRES	1.46

LEGAL DESCRIPTION

BUILDING ZONE	CC, PREVIOUSLY OC
CONSTRUCTION TYPE	
BUILDING	V-N
GARAGE	V-N
OCCUPANCY	B/S-3
BUILDING	B
GARAGE	S-3
BUILDING CODE	--
NUMBER OF STORIES	
BUILDING	1
GARAGE	1

REVISIONS

NO.	DATE	BY:

HOSEEIN ZAND & ASSOCIATES
5175 CHAPALA DR
RIVERSIDE, CA 92507
(951) 784-2424

SITE PLAN PLAN

1/16" = 1'-0"

Drawn By: SOCRATES VARELA

Date: 06/08/09

Project Name and Address:
SMOG CHECK SHOP
22184 ALESSANDRO BLVD
MORENO VALLEY, CA 92553
PHONE: (951) 313-2024

JOB NO.
05-04
CASE NO.
PA08-0033 GPA
PA08-0034 CZ
PA08-0035 CUP
Sheet
1

ATTACHMENT 12

MV00177074

OWNER: ALBERTO URENA AND CONSUELO URENA
22194 Alessandro Boulevard
Moreno Valley, CA
Ph. 909-822-3411

Total Area: Gross: 1.49 acres (65,100 SF)
Net: 1.49 acres (65100 SF

OPEN SPACE: 0.69% 1.03 ACRES (44850 SF)
COVERED SPACE: 0.21% 0.32 ACRES (14036 SF)
LANDSCAPING: 0.10% 0.14 ACRES (6214 SF)
PARKING REQUIRED: 7 SPACES
PARKING PROVIDED: 10 SPACES
FEMA FLOOD ZONE DESIGNATION: OUTSIDE FLOOD ZONE X
(SEE ATTACHED LETTER)

CITY OF MORENO VALLEY
SITE PLAN
SMOG INSPECTION STATION AND TIRE SALES
APN 291-192-25

UTILITY COMPANIES	EMERGENCY NUMBERS
EASTERN MUNICIPAL WATER DISTRICTS	1-800-698-0400
SCE	1-800-611-1911
THE GAS COMPANY	1-800-427-2200
WASTE MANAGEMENT OF INLAND VALLEY	1-800-423-9986

LEGAL: THE WESTERLY HALF OF LOT 38 OF EDGEMONT TRACT NO. 3, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS PER MAP ON FILE IN BOOK 16, PAGE 49 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM THE NORTHERLY RECTANGULAR 20.00 FEET AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED DATED FEBRUARY 18, 1946 AND RECORDED JUNE 19, 1946, OFFICIAL RECORDS. ALSO EXCEPT THE SOUTHERLY RECTANGULAR 14.00 FEET OF THE WEST HALF OF LOT 38 AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED SEPTEMBER 4, 1981, IN BOOK 1981, PAGE 180110, OFFICIAL RECORDS.

EAST PROPERTY LINE PROFILE
SCALE: 1"=40'

WEST PROPERTY LINE PROFILE
SCALE: 1"=40'

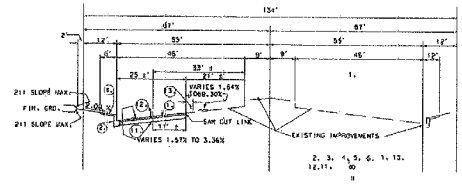

TYPICAL SECTION
ALESSANDRO BOULEVARD

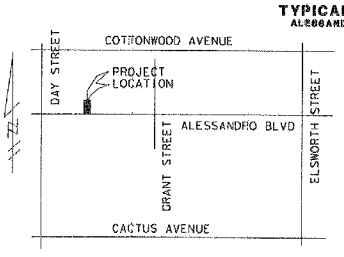

VICINITY MAP

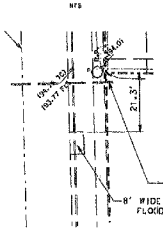

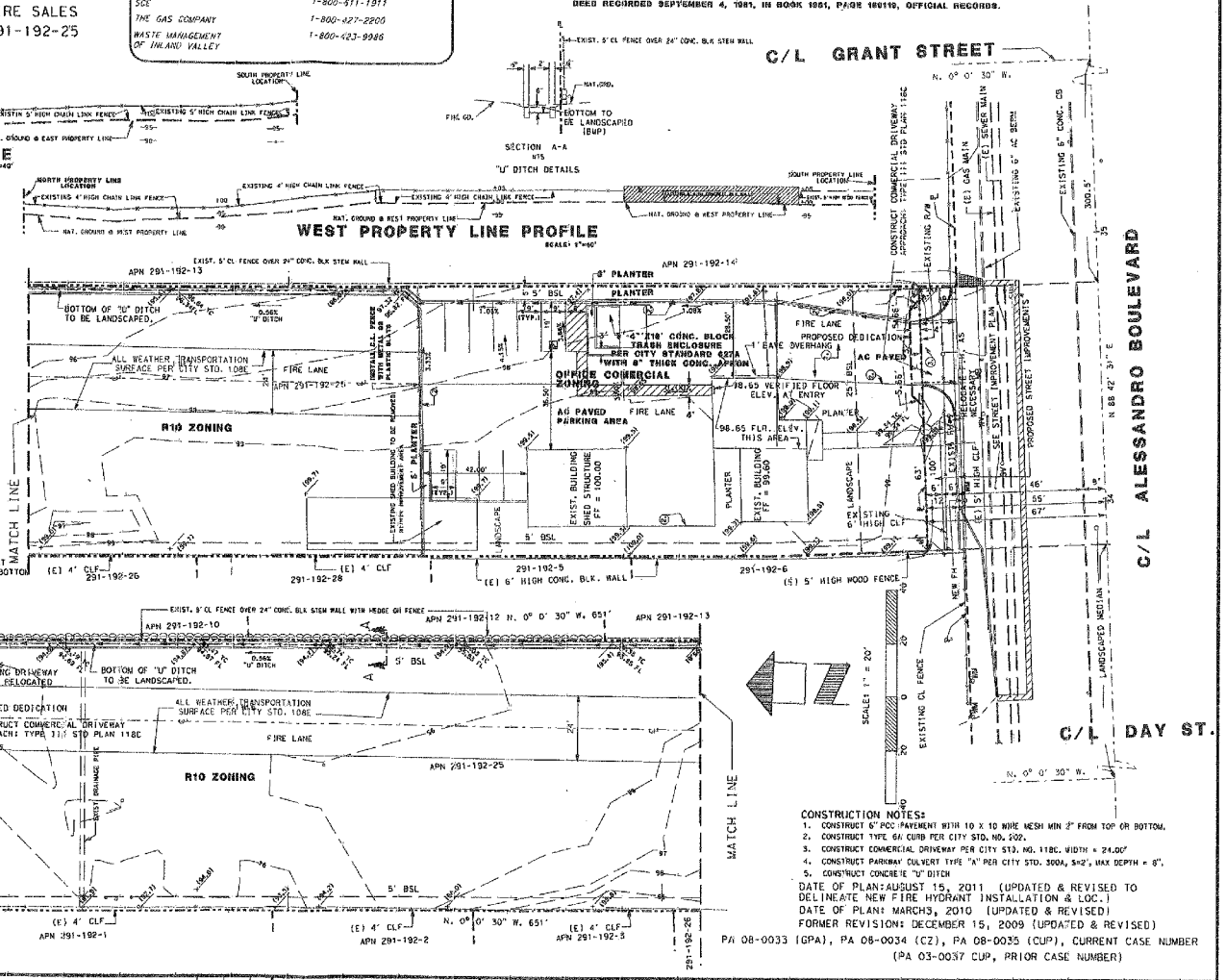

CONSTRUCTION NOTES:
1. CONSTRUCT 6" PCC PAVEMENT WITH 10 X 10 WIRE MESH MIN 2" FROM TOP OR BOTTOM.
2. CONSTRUCT TYPE 6A CURB PER CITY STD. NO. 202.
3. CONSTRUCT COMMERCIAL DRIVEWAY PER CITY STD. NO. 118C. WIDTH = 24.00'
4. CONSTRUCT PARKWAY CULVERT TYPE "A" PER CITY STD. 300A, S=2', MAX DEPTH = 8".
5. CONSTRUCT CONCRETE "U" DITCH

DATE OF PLAN: AUGUST 15, 2011 (UPDATED & REVISED TO DELINEATE NEW FIRE HYDRANT INSTALLATION & LOC.)
DATE OF PLAN: MARCH3, 2010 (UPDATED & REVISED)
FORMER REVISION: DECEMBER 15, 2009 (UPDATED & REVISED)
PA 08-0033 (GPA), PA 08-0034 (CZ), PA 08-0035 (CUP), CURRENT CASE NUMBER
(PA 03-0037 CUP, PRIOR CASE NUMBER)

BENCH MARK	BASIS OF BEARING
BR. DISK IN TOP OF CONC. POST AT N.W. COR FREDERICK ST. & ALESSANDRO BLVD. 75' W. OF FREDR. ST. 48' N. OF ALESS. BLVD. ELEV: 1569.96	C.L. ALESSANDRO BLVD. PER PM NO. 27752 BEARING: N. 88°42'31"E.

REVIEW BY CITY STAFF	INITIAL	DATE
OFFICE		
LAND DEVELOPMENT		
ENTERPRISE SERVICES		
PLANNING		
TRANSPORTATION		
CAPITAL PROJECT		
PARK AND RECREATION		

MARK	DATE	INITIAL	DESCRIPTION	REC.	APPR	DATE
			REVISION			

CITY OF MORENO VALLEY APPROVALS
PREM KUMAR — DATE
ASSISTANT CITY ENGINEER
R.C.E. NO. 62863 (EXP. 12/31/2008)
CHRIS A. VOJT — DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER
R.C.E. NO. C44236 (EXP. 06/30/2007)

DRAWN BY
DESIGN BY
CHECKED BY

RALPH J. SOLIS
CONSULTING CIVIL ENGINEER
1611 LAUREL AVENUE
REDLANDS, CALIFORNIA
PHONE/FAX 909-793-8106
CELL 909-213-7114
PREPARED BY OR UNDER THE SUPERVISION OF
NAME RALPH J. SOLIS R.C.E. 35480 DATE

CITY OF MORENO VALLEY
SITE PLAN
PROJECT DESCRIPTION: COMMERCIAL GRADING PLAN
LOCATION: 22194 ALESSANDRO AVE, MORENO VALLEY, CA
LEGAL: EDGEMONT 3 LOT 38
APN 291-192-25

ACCT. NO.
SHEET 1 NO. 1
CITY I. D. NO. 2726

REVISE SEPT. 2006

ATTACHMENT 13

MV00177075

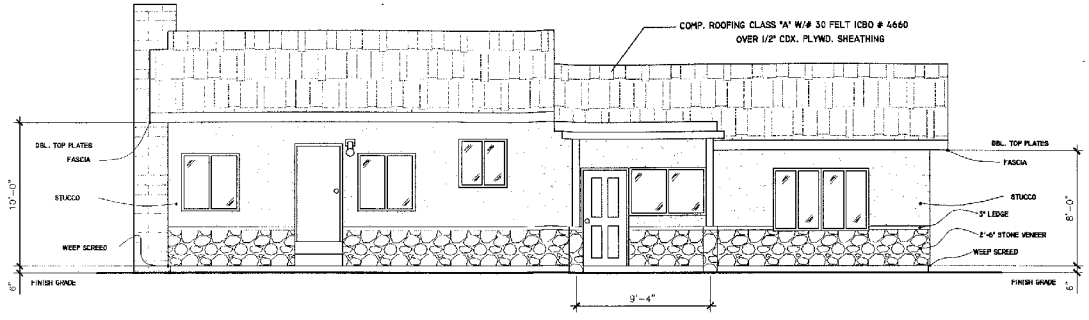

FRONT ELEVATION

SCALE: 1/4" = 1'-0"

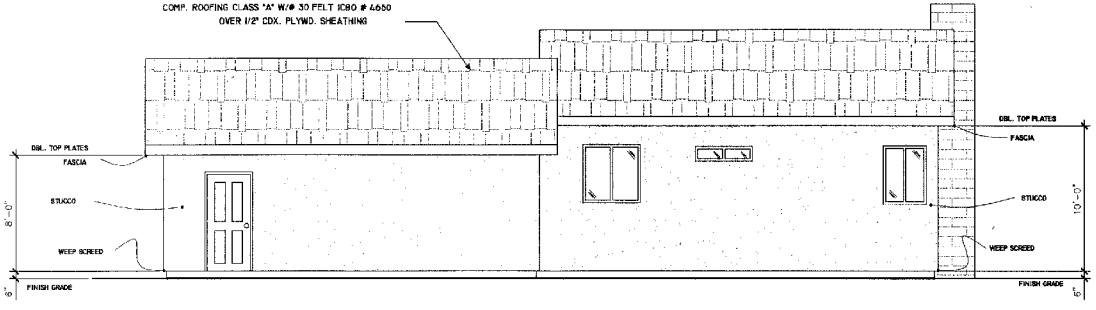

REAR ELEVATION

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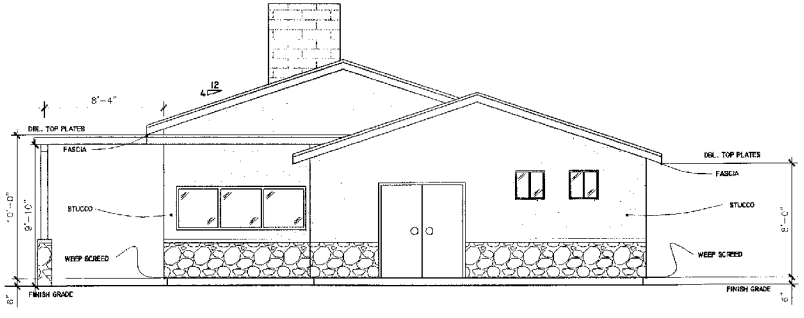

RIGHT ELEVATION

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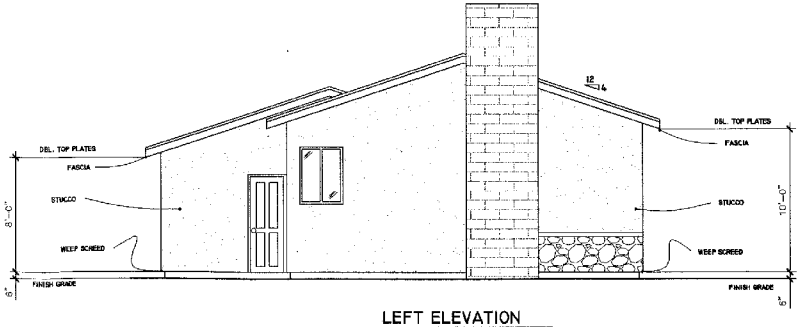

LEFT ELEVATION

SCALE: 1/4" = 1'-0"

ATTACHMENT 14

REVISIONS

NO.	DATE	BY:
△		

HOSEEIN ZAND & ASSOCIATES
5175 CHAPALA DR
RIVERSIDE, CA 92507
(951) 784-2424

OFFICE ELEVATIONS

SCALE: 1/4" = 1'-0"

Drawn By: SOCRATES URBINA

Date: 06/8/09

Project Name and Address:
SMOG CHECK SHOP
22184 ALESSANDRO BLVD
MORENO VALLEY, CA 92553
PHONE: (951) 313-2824

JOB NO.
05-04

CASE NO.
PA08-0033 GPA
PA08-0034 CZ
PA08-0035 CUP

Sheet
3

MV00177076

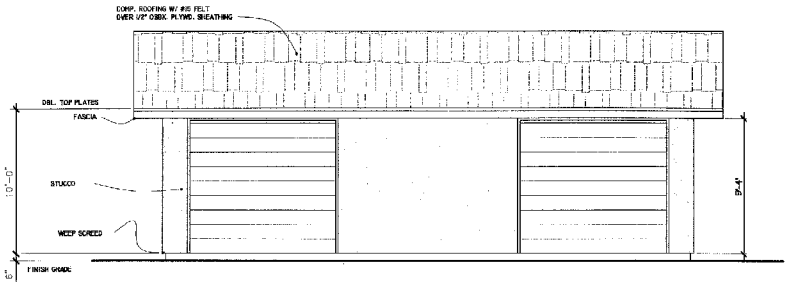

FRONT ELEVATION

SCALE: 1/4"= 1'-0"

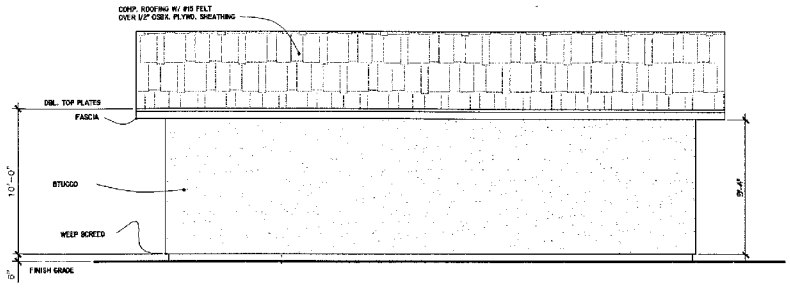

REAR ELEVATION

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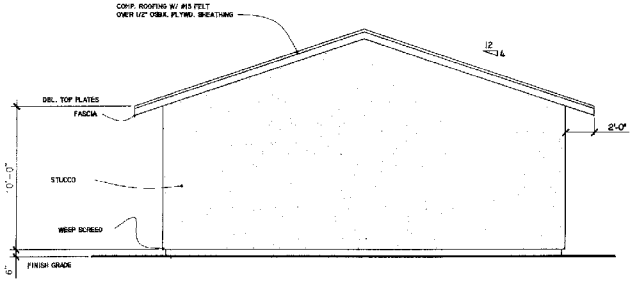

RIGHT ELEVATION

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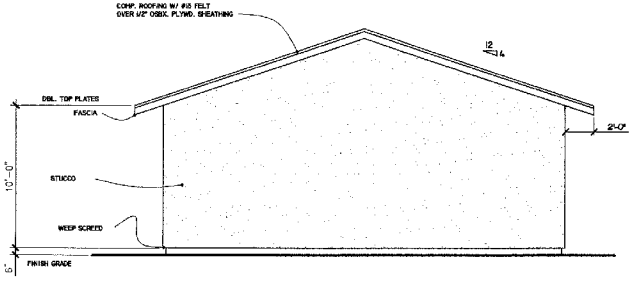

LEFT ELEVATION

SCALE: 1/4"= 1'-0"

ATTACHMENT 15

REVISIONS

NO.	DATE	BY:
△		

HOSEEIN ZAND & ASSOCIATES
5175 CHAPALA DR
RIVERSIDE, CA 92507
(951) 784-2424

GARAGE ELEVATIONS

SCALE: 1/4" = 1'-0"

Drawn By: SOCRATES UREWI

Date: 06/8/09

Project Name and Address:
SMOG CHECK SHOP
22184 ALESSANDRO BLVD
MORENO VALLEY, CA 92553
PHONE: (951) 313-2824

JOB NO.
05-04
CASE NO.
PA08-0033 GPA
PA08-0034 CZ
PA08-0035 CUP
Sheet

MV00177077

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: September 25, 2012

TITLE: A PUBLIC HEARING REGARDING AN APPEAL OF THE PLANNING COMMISSION'S JULY 12, 2012, APPROVAL OF PLOT PLAN PA09-0004 AND TENTATIVE PARCEL MAP NO. 36162 (PA09-0012) AND THE RELATED ENVIRONMENTAL IMPACT REPORT FOR THE VIP MORENO VALLEY PROJECT. THE PROJECT PROPOSES A 1,616,133 SQUARE FOOT WAREHOUSE DISTRIBUTION BUILDING ON APPROXIMATELY 80 ACRES. THE BUILDING INCLUDES 268 DOCK HIGH DOORS AND 44,000 SQUARE FEET OF OFFICE AREA. THE MAP WOULD COMBINE FOUR EXISTING PARCELS INTO A SINGLE PARCEL. THE PROJECT SITE IS LOCATED ON THE SOUTH SIDE OF GROVE VIEW ROAD BETWEEN PERRIS BOULEVARD AND INDIAN STREET AT THE CITY'S SOUTHERN BOUNDARY, IN THE MORENO VALLEY INDUSTRIAL AREA PLAN (SP 208). THE APPLICANT IS VOGEL ENGINEERS, INC. THE APPELLANT IS JOHNSON & SEDLACK ATTORNEYS AT LAW ON BEHALF OF RESIDENTS FOR A LIVABLE MORENO VALLEY AND THE SIERRA CLUB

RECOMMENDED ACTION

Staff recommends that the City Council conduct a public hearing for Environmental Impact Report (P11-020), Plot Plan PA09-0004, and Tentative Parcel Map 36362 (PA09-0012) and subsequent to the public hearing:

1. **APPROVE** Resolution No. 2012-77 and **CERTIFY** that the Environmental Impact Report (EIR) for the VIP Moreno Valley Project has been completed in compliance with the California Environmental Quality Act; and

2. **APPROVE** Resolution No. 2012-78 and **APPROVE** Plot Plan PA09-0004 and Tentative Parcel Map 36162 (PA09-0012), subject to the attached conditions of approval included as Exhibits A and B.

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Planning Commission at its July 12, 2012, meeting approved Planning Commission Resolution No. 2012-16 by a of 7-0 vote, certifying the Environmental Impact Report for the VIP Moreno Valley project approved Planning Commission Resolution No. 2012-17 by a of 7-0 vote, approving Plot Plan PA09-0004 and Tentative Parcel Map No. 36162 (PA09-0012).

Appeal

An appeal of the Planning Commission's approval was submitted on July 26, 2012, by Johnson & Sedlack Attorneys at Law on behalf of Residents for a Livable Moreno Valley and the Sierra Club. The appeal was received within the required 15 day appeal period. The appeal letter has been included as Attachment 18.

The letter listed the following reasons for the appeal:

- The appellant believes that the project's Environmental Impact Report (EIR) is inadequate;
- The appellant believes that the impacts under the CEQA topics of agriculture, air quality, aesthetics, biology, cultural resources, geology, hydrology, GHG's, and transportation are inadequately analyzed;
- The appellant believes that the EIR fails to adopt all feasible mitigation measures and ensure that mitigation measures are fully enforceable; and
- The appellant believes that the findings made by the City and the Statement of Overriding Considerations adopted for the project is unsupported by the record.

BACKGROUND

VIP Moreno Valley Project

The applicant, Vogel Engineers, Inc. has submitted three applications for development of the VIP Moreno Valley Project, which include a plot plan, a tentative parcel map, and an EIR, in order to develop a 1,616,133 square foot warehouse facility on an approximate 80 acre site (Assessor's Parcel Numbers 316-210-071, -073, -075 and -076) located in the Moreno Valley Industrial Area Plan (SP 208), south side of Grove View Road between Perris Boulevard and Indian Street at the City's southern boundary.

Plot Plan

The Plot Plan is for a 1,616,133 square foot warehouse distribution facility. The warehouse facility is a permitted use in the Industrial zone of the Moreno Valley Industrial Area Plan (SP #208). The east and west elevations of the building are set back 125 from the property line along Perris Boulevard and Indian Street while the truck courts on the north elevation is set back 271 feet from the property line along Grove

View Road and the south elevation is set back 261 feet from the Perris Valley Storm Channel.

The warehouse facility includes 268 loading docks with roll-up doors, truck staging and parking areas for 368 trailers within the enclosed truck court, two office areas and 589 parking spaces for employees and visitors. Proposed parking exceeds the City's minimum requirement for trucks (1 per loading dock) and meets the minimum employee/visitor parking required for a warehouse use.

The loading and truck parking areas have been placed on the northern and southern elevations of the building. The truck courts are screened by perimeter concrete tilt-up walls on the north, east and west. A chain link fence with slats is provided along the project's southern property line to screen the truck loading and parking area from the Perris Valley Storm Channel, as permitted by the Specific Plan.

The project has been conditioned to provide standard parking lot and setback landscape to include ground cover, shrubs and trees. The project's Perris Boulevard, Indian Street and Grove View Road will be developed with standard curb, gutter, parkway, and sidewalk.

Tentative Parcel Map

Tentative Parcel Map No. 36162 is proposed to combine the four parcels located within the project site into a single parcel of approximately 80 acres, as well as provide all required street dedications and utility easements.

ENVIRONMENTAL

Initial Study/Notice of Preparation

An Initial Study was completed after all discretionary applications were deemed complete. Based on the information within the Initial Study, an Environmental Impact Report (EIR) was recommended to be prepared. A Notice of Preparation for the EIR was distributed with the public comment period beginning on August 26, 2011 and ending on September 26, 2011. A public meeting to receive input on the issues to be covered by the EIR was held at City Hall on September 19, 2011.

Draft Environmental Impact Report

Subsequent to that meeting, the Draft EIR was prepared by LSA Associates, Inc. and submitted to the City and its peer consultant for review.

City staff and the peer review consultant reviewed the Draft EIR for compliance with the California Environmental Quality Act (CEQA) Guidelines and required revisions to address identified questions and concerns. After revisions were incorporated into the

document, the Draft EIR was circulated for a 45-day public review period, starting on April 20, 2012, and ending on June 4, 2012.

The Draft EIR was sent to all required State and local agencies and numerous interested parties on April 19, 2012, as well as to the City's Environmental and Historical Preservation Board. Eight comment letters were provided during the 45-day review period. An additional two letters were received after the end of the review period.

Final Environmental Impact Report

Responses to the eight comments received during the 45 day review period are included in the Response to Comments. Comment letters were received after the comment period from Eastern Municipal Water District (EMWD) and from the State Clearinghouse. These letters did not include comments on the project but were instead sent in recognition of the receipt of the Draft EIR. Responses to these letters were also provided and are included in the Final EIR.

The Response to Comments and related documents were mailed to all interested parties and responsible agencies on June 29, 2012, to allow for their review prior to Planning Commission hearing, and to meet the notice period of 10 days required by CEQA. As was the case with the Draft EIR, the draft Final EIR was provided for public review at City Hall, the City Library and posted on the City's website.

Significant and Unavoidable Impacts

Analysis presented in the EIR indicates that the proposed project will have a number of potentially significant impacts, either as direct result of the proposed project or cumulatively with other proposed projects, on agricultural resources, air quality, climate change, and traffic. The EIR includes a number of proposed mitigation measures to reduce or eliminate potential significant impacts. Even with proposed mitigation, a number of potential impacts cannot be reduced to a less than significant level. As identified in the document, the potential impacts noted impacts above are considered to be significant and unavoidable.

Although impacts to agricultural resources, air quality, climate change and traffic cannot be reduced to less than significant levels, CEQA allows a decision making body to consider a statement of overriding considerations and findings. CEQA requires the decision making agency to balance the economic, legal, social, technological or other benefits of a proposed project against its unavoidable environmental impacts when determining whether to approve the proposed project. This would include project benefits such as the creation of jobs or other beneficial project features versus project impacts that cannot be mitigated to less than significant levels. If the decision making body determines that the benefits of a proposed project outweigh the unavoidable adverse environmental effects, it may approve a statement of overriding considerations and approve the project.

Mitigation Measures

The EIR includes mitigation measures intended to reduce project-specific and cumulative impacts for Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Greenhouse Gas Emissions and Global Climate Change, Hydrology and Water Quality, Noise, and Traffic and Circulation. All other environmental effects evaluated in the EIR are considered to be less than significant without mitigation. With mitigation, anticipated impacts to Biological Resources, Cultural Resources, Geology and Soils, Hydrology and Water Quality and Noise are anticipated to be below significant thresholds.

Mitigation measures are included to reduce the environmental impacts where possible, even where the impacts could not be reduced to less than significant levels. All mitigation measures have also been included as conditions of approval for the project.

Approval and Certification

The City Council will take public testimony on the EIR and project. Before the proposed project can be acted upon, the City Council will need to review the final environmental document and either certify or reject the EIR and project Mitigation Monitoring Program.

DISCUSSION

Planning Commission Public Hearing

The day of the July 12, 2012 Planning Commission public hearing, staff received letters from the Sierra Club and Johnson & Sedlack commenting on the project EIR. Copies of the referenced correspondence were provided to the Planning Commission and have been included with the staff report as Attachments 16 and 17. Also included as Attachment 18 are responses to those letters prepared by LSA Associates, Inc. for this appeal hearing.

The public hearing for the project was conducted on July 12, 2012. Following presentation of the staff report, the environmental consulting team spoke and answered Commissioner questions related to circulation, air quality and climate change. The applicant's representative also spoke.

The environmental consultant presented information to the Planning Commission in response to concerns raised by the Sierra Club and Johnson & Sedlack in their comment letters. The focus was internal inconsistencies in the Final EIR and the related mitigation monitoring program. The consultant read into the record recommended changes to correct the inconsistencies in the Final EIR.

The applicant's representative, following some discussion with the Planning Commission, agreed to add two additional mitigation measures to the project to address

concerns raised by the Sierra Club and Johnson & Sedlack related to potential impacts under the topic of climate change. The additional measures were as follows:

- The project shall be designed and constructed to meet LEED Silver (as of July 12, 2012) or comparable design standards; and
- The building roof shall be designed and constructed to accommodate future solar panels.

The above measures have been added to the project's mitigation monitoring program included with the staff report as Exhibit B to Attachment 2.

There was one public speaker at this meeting who was supportive of the energy efficiency design of the project but still had concerns with the potential impact to air quality from future truck trips to the facility.

Following public testimony, the Planning Commissioners discussed the project, and then voted 7-0 to certify the project EIR and to approve the project subject to making corrections to the Final EIR and adding the two mitigation measures as noted above.

ALTERNATIVES

1. Approve Resolution No. 2012-77 and Certify that the Environmental Impact Report (EIR) for the VIP Moreno Valley Project has been completed in compliance with the California Environmental Quality Act, **and** approve Resolution No. 2012-78 approving Plot Plan PA09-0004 and Tentative Parcel Map 36162 (PA09-0012), subject to the attached conditions of approval included as Exhibits A and B. **Staff recommends this alternative.**

2. Do not approve Resolution No. 2012-77 and Certify that the Environmental Impact Report (EIR) for the VIP Moreno Valley Project has been completed in compliance with the California Environmental Quality Act, **and** do not approve Resolution No. 2012-78 approving Plot Plan PA09-0004 and Tentative Parcel Map 36162 (PA09-0012), subject to the attached conditions of approval included as Exhibits A and B. **Staff does not recommend this alternative**.

FISCAL IMPACT

Not applicable.

CITY COUNCIL GOALS

Not applicable.

SUMMARY

This report addresses the appeal of the Planning Commission's July 12, 2012, Certification of the VIP Moreno Valley project Final EIR and approval of Plot Plan PA09-0004 for a 1,616,133 square foot warehouse facility on 80 acres and Tentative Parcel Map No. 36162 (PA09-0012) to create a single parcel. An Environmental Impact Report has been prepared for the proposal.

NOTIFICATION

A notice was published in the newspaper and a public notice was posted at required City locations and at the project site. The Final EIR was also re-circulated 10 days in advance of the City Council public hearing to responsible agencies and interested parties that had commented on the Draft EIR.

As of the date of report preparation, staff had received no public inquiries in response to the noticing for the City Council public hearing for this project.

ATTACHMENTS/EXHIBITS

1. Public Hearing Notice
2. City Council Resolution No. 2012-77
   Exhibit A – Statement of Overriding Considerations
   Exhibit B – Mitigation Monitoring Program
3. City Council Resolution No. 2012-78
4. Exhibit A - Plot Plan Conditions of Approval
   Exhibit B – Parcel Map Conditions of Approval
4. Errata to Final EIR
5. Final EIR
6. Draft EIR
7. Color Site Plan
8. Color Elevations
9. Color and Materials Board
10. Sight Line Exhibit
11. Conceptual Landscape Plan
12. Tentative Parcel Map 36162
13. Preliminary Grading Plan
14. Screenwall and Elevations
15. Aerial Photograph
16. Letter from Sierra Club to the Planning Commission
17. Letter from Johnson & Sedlack to the Planning Commission
18. Response memo to Sierra Club and Johnson & Sedlack comment letters
19. Appeal letter from Johnson & Sedlack
20. Planning Commission minutes from July 12, 2012 meeting

Prepared By:
Jeff Bradshaw
Associate Planner

Department Head Approval:
Barry Foster
Community & Economic
Development Director

Concurred By:
John C. Terell, AICP
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

ATTACHMENT 1

Notice of PUBLIC HEARING

This may affect your property. Please read.

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Moreno Valley on the following item(s):

CASE: PA09-0004 – Plot Plan
PA09-0012 – Tentative Parcel Map No. 36162
P11-020 – Environmental Impact Report

APPLICANT: Vogel Engineers, Inc.

OWNER: Vogel Engineers, Inc.

REPRESENTATIVE: RKZ, Inc.

LOCATION: Moreno Valley Industrial Area Plan (SP 208), south side of Grove View Road between Perris Boulevard and Indian Street at the City's southern boundary.

PROPOSAL: Plot Plan for a 1,616,133 square foot warehouse distribution building to be developed on approximately 80 acres. The building includes 268 dock high doors and 44,000 square feet of office area in four potential office locations. The project is located at the City's southern boundary on the north side of the Perris Valley storm channel. Water quality features include five sandfilter basins and an infiltration swale. Tentative Parcel Map No. 36162 proposes to combine four existing parcels into a single 80 acre parcel for development of the project. An Environmental Impact Report has been prepared for the project.

ENVIRONMENTAL DETERMINATION: Environmental Impact Report

COUNCIL DISTRICT: 4

Any person interested in any listed proposal can contact the Community & Economic Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday) or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The City Council, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing.

LOCATION N ↑

CITY COUNCIL HEARING

City Council Chamber, City Hall
14177 Frederick Street
Moreno Valley, Calif. 92553

DATE/TIME: September 25, 2012 at 6:30 PM

CONTACT PLANNER: Jeff Bradshaw

PHONE: (951) 413-3224

ATTACHMENT 2

RESOLUTION NO. 2012-77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (P11-020), ADOPTION OF THE FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS, AND APPROVAL OF THE MITIGATION MONITORING PROGRAM FOR THE VIP MORENO VALLEY PROJECT, GENERALLY LOCATED IN THE MORENO VALLEY INDUSTRIAL AREA PLAN (SP 208), ON THE SOUTH SIDE OF GROVE VIEW ROAD BETWEEN PERRIS BOULEVARD AND INDIAN STREET AT THE CITY'S SOUTHERN BOUNDARY.

WHEREAS, on September 25, 2012, the City Council of the City of Moreno Valley held a public hearing to consider the Environmental Impact Report and all related environmental documentation for the proposed project, which includes a Plot Plan for a 1,616,133 square foot distribution warehouse facility on approximately 80 acres. The warehouse building includes 268 dock doors and 44,000 square feet of office area in four potential office locations. The project is located at the City's southern boundary on the north side of the Perris Valley storm channel. Water quality features include five sand filter basins and an infiltration swale. Tentative Parcel Map No. 36162 proposes to combine four existing parcels into a single 80 acre parcel for development of the project;

WHEREAS, the project includes applications for a plot plan (PA09-0004) and a tentative parcel map (PA09-0012). All the applications are related but shall not be approved unless the Environmental Impact Report (P11-020) is certified and approved.

WHEREAS, a Draft Environmental Impact Report (DEIR) was initially prepared for this project. Said DEIR was initially circulated for review on April 20, 2012, while the review period ended on June 4, 2012. A Final EIR, (including the Draft EIR and responses to comments), has been completed and is being recommended for certification, prior to the approval of discretionary permits related to the project.

WHEREAS, on September 14, 2012, the City published a notice in the local newspaper (Press Enterprise) and distributed copies of the draft Final EIR with complete responses to comments to the State Clearinghouse, local agencies and other interested parties;

WHEREAS, on September 25, 2012, the City Council held a public hearing to

consider a Final EIR for this project.

WHEREAS on September 25, 2012, the City Council reviewed in full the Final EIR, the Statement of Overriding Considerations and Mitigation Monitoring Program;

WHEREAS, the draft and final EIR concerning the proposed VIP Moreno Valley Project were prepared in sufficient detail and duly circulated in compliance with the California Environmental Quality Act (CEQA), the State CEQA Guidelines and the City of Moreno Valley Rules and Procedures to Implement CEQA;

WHEREAS, the Final EIR recommended to the City Council includes all responses to comments thereon;

WHEREAS, Final EIR includes a review of potential impacts associated with the implementation of the VIP Moreno Valley Project, including, but not limited to agricultural resources, air quality, climate change and traffic;

WHEREAS, a Mitigation Monitoring Program has been completed to ensure that all of the mitigation measures outlined in the final EIR are implemented, and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the City Council of the City of Moreno Valley does hereby resolve as follows:

1. The City Council certifies that the final Environmental Impact Report (EIR) for the VIP Moreno Valley Project on file with the Community & Economic Development Department, incorporated herein by this reference, has been completed in compliance with the California Environmental Quality Act, that the City Council reviewed and considered the information contained in the final EIR and that the final EIR reflects the City's independent judgment and analysis; and

2. The City Council hereby adopts the Findings and Statement of Overriding Considerations regarding the final EIR for the VIP Moreno Valley Project, attached hereto as Exhibit A; and

3. The City Council hereby approves the Mitigation Monitoring Program for the final EIR for the proposed VIP Moreno Valley Project, attached hereto as Exhibit B.

APPROVED AND ADOPTED this 25th day of September, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Resolution No.2012-77
Date Adopted: September 25, 2012

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-77 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of September, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Resolution No.2012-77
Date Adopted: September 25, 2012

EXHIBIT A

Facts, Findings and Statement of Overriding Considerations Regarding the Environmental Effects and the Approval of the VIP Moreno Valley Project (State Clearinghouse No. 2011081084)

I. INTRODUCTION

The City Council of Moreno Valley (this "Council"), in certifying the EIR for the VIP Moreno Valley Project and approving Tentative Parcel Map 36162 and a Site Plan authorizing the construction of up to approximately 1,616,133 square feet of distribution warehouse space (the "Project"), makes the Findings described below and adopts the Statement of Overriding Considerations presented at the end of the Findings. The Environmental Impact Report ("EIR") was prepared by the City acting as lead agency pursuant to the California Environmental Quality Act ("CEQA"). Hereafter, unless specifically identified, the Notice of Preparation ("NOP"), Notice of Availability & Completion ("NOA/NOC"), Draft EIR ("DEIR"), Technical Studies, Final EIR containing Responses to Comments and textual revisions to the Draft EIR ("FEIR"), and the Mitigation Monitoring and Reporting Program ("MMRP") will be referred to collectively herein as the "EIR." These Findings are based on the entire record including the EIR. This Council adopts the facts and analyses in the EIR, which are summarized below for convenience.

II. PROJECT SUMMARY

A. PROJECT DESCRIPTION

1. Site Location

The Project is located in the southwest portion of the City of Moreno Valley. The Project site consists of four parcels totaling approximately 71 net acres located on the southwest corner of Perris Boulevard and Grove View Road. The Perris Valley Storm Drain Lateral B channel forms the southern boundary of the site while Indian Street forms the western boundary. The site is located approximately 1.3 miles east of I-215, 4.5 miles south of SR-60, and 1.75 miles west of Lake Perris. March Air Reserve Base is located approximately one half mile west of the Project site.

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The Project site is currently vacant, consisting of gently sloping land that has been used historically for agricultural purposes but currently lies fallow. It was most recently used as a sod farm that ceased operating in August 2005. The major roads that provide access to the Project site are Perris Boulevard, Indian Street, Grove View Road, and Harley Knox Boulevard, with the nearest I-215 interchanges at Harley Knox Boulevard and Ramona Expressway.

2. Project Description

The Project would result in the construction and operation of approximately 1,616,133 square feet of distribution warehouse space on an approximately 71-acre site. The single building will be constructed with 264 vertical-lift dock-high roll up doors on the long (north and south) sides of the building to allow access for the loading and unloading of products from diesel truck/trailers. Building interiors are typically large and open to accommodate the temporary storage of the products to be distributed. The building will include a total of approximately 44,000 square feet of business office space for the management of the warehouse. Parking at the warehouse will be provided for 368 trucks and trailers as well as 589 parking stalls for passenger vehicles in accordance with City standards for light industrial uses.

The Project site is currently designated Business Park/Light Industrial in the City's General Plan. The site is zoned Industrial (I) in the Moreno Valley Industrial Area Plan (SP 208), which was originally adopted in 1989, and amended in 2001 and 2002. The proposed high-cube logistics warehouse project is consistent with the existing General Plan land use, the Moreno Valley Industrial Area Plan Specific Plan (SP 208), and zoning for the site.

3. Actions Covered by the EIR

The EIR will support the following discretionary approvals:

- Tentative Parcel Map approval (PM 36162);
- Development Plan Review and Plot Plan approval for the entire Project;
- Construction, grading, and encroachment permit approvals;
- Vacation and/or dedication of public rights-of-way and easements;

MV00177092

- Approval of the Final Water Quality Management Plan (WQMP); and
- Any other City of Moreno Valley approvals that may be necessary pursuant to applicable laws and regulations.

B. PROJECT OBJECTIVES

The Project Objectives include the following:

- Create employment-generating opportunities for the citizens of Moreno Valley and surrounding communities;
- Encourage industrial development and minimize conflicts with the surrounding existing uses;
- Encourage warehouse distribution services that take advantage of the area's close proximity to various freeways and transportation corridors;
- Provide the infrastructure improvements required to meet Project needs in an efficient and cost-effective manner;
- Encourage new development consistent with the capacity and municipal service capabilities;
- Provide a high density, high-quality large-scale industrial development to provide jobs for residents at a variety of income levels;
- Facilitate the efficient and cost-effective movement of goods in and through the City, which, in turn, allows the City to compete economically on a domestic and international scale;
- Provide an industrial warehouse facility that meets the substantial and unmet demands of businesses located in the City and County;
- Cluster industrial warehouse uses near efficient access points to the state highway system to reduce traffic congestion on surface streets and to reduce associated air pollutant emissions from vehicle sources;
- Implement the City's General Plan Industrial/Business Park Land Use designations that are applicable to the site;

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- Accommodate new development that channels land uses in a phased, orderly manner and is coordinated with the provision of necessary infrastructure and public improvements;
- Provide new development that will assist the City in obtaining fiscal balance in the years ahead; and
- Address community circulation, both vehicular and pedestrian, utilizing available capacity within the existing circulation system, and provide fair share improvements to various future-year deficient intersections or road segments.

III. ENVIRONMENTAL REVIEW AND PUBLIC PARTICIPATION

The City has conducted an extensive review of this Project which included the DEIR, FEIR and supporting technical studies, along with a public review and comment period first during the circulation of the NOP/Initial Study and then through the circulation of the DEIR. The following is a summary of the environmental review of this Project:

- On August 26, 2011, the City circulated a Notice of Preparation ("NOP") and the Initial Study that identified the environmental issues that the City anticipated would be analyzed in the Project's DEIR to the State Clearinghouse, responsible agencies, and other interested parties.
- On September 19, 2011, the City conducted a public scoping meeting to allow members of the public to provide comments and input regarding the scope and content of the DEIR.
- The NOP public review period ran for 30 days, from August 26, 2011 to September 26, 2011. Written comments on the NOP were received from 12 different agencies, organizations, and individuals. The scope of the issues identified in the comments expressing concern included potential impacts associated with: Air Quality, Alternatives Analysis, Biological Resources, Cultural Resources/Sacred Sites, Greenhouse Gas Emissions (GHG)/Global Climate Change, Hazardous Materials/Contamination, Traffic, and Water Availability and Quality.

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- Based on the Initial Study included in the DEIR in Appendix A, and comments received pursuant to the NOP, it was determined that some issues need not be addressed in depth in the DEIR because previous studies of other analyses provided sufficient information, analysis, and mitigation to conclude that there was little or no potential for significant impacts. These environmental topics included: (1) Aesthetics; (2) Biological Resources; (3) Cultural Resources; (4) Geology and Soils; (5) Hazards and Hazardous Materials; (6) Hydrology and Water Quality; (7) Land Use Planning; (8) Mineral Resources; (9) Population/Housing; (10) Public Services; (11) Recreation; and, (12) Utilities and Service Systems.

- On April 20, 2012, the NOA/NOC was filed with the Riverside County Recorder and the State Clearinghouse and the DEIR was circulated for the 45 day public review period, which ended June 4, 2012.

- The City received a total of seven (7) comment letters from public agencies; one (1) from a community organization; and two (2) from individuals. The City prepared specific responses to all comments. The responses to comments are included in Section 3.0 of the FEIR.

- On June 29, 2012 in accordance with *California Public Resources Code* Section 21092.5, the City provided written responses to public agencies that commented on the DEIR.

- On June 29, 2012, Notice of the Planning Commission hearing to consider the Project was provided in the *Press Enterprise*, a newspaper of general and/or regional circulation.

- On July 12, 20012, the City Planning Commission held a public hearing to consider the Project and staff recommendations. The Planning Commission, after considering written comments and oral testimony on the EIR, determined that no new information was presented that would require recirculation of the EIR. Following public testimony, submission of additional written comments, and staff recommendations, the City Planning Commission voted unanimously to certify the EIR, adopt Facts, Findings and the Statement of Overriding Considerations, adopt the

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recommendations in the Staff Report, and approve the Project, including the PM 36162 (collectively the "Approvals").

- On July 26, 2012, an appeal letter (dated July 25, 2012) was submitted to the City by the Residents for a Livable Moreno Valley and the Sierra Club, appealing the Planning Commission's certification of the EIR and approval of the Project to the City Council.

- On September 14, 2012, an errata to the Final EIR approved by the Planning Commission dated June 27, 2012 was provided to the public that included changes to the Mitigation Monitoring and Reporting Plan approved by the Planning Commission and changes to Sierra Club Response to Comment E-9 and E-16 to clarify changes that were made to mitigation measures.

- On September 14, 2012, Notice of the City Council hearing to consider the Project was provided in the *Press Enterprise*, a newspaper of general and/or regional circulation.

- On September 25, 2012, this Council held a public hearing to consider the Project and staff recommendations. The City Council, after considering written comments and oral testimony on the EIR, determined that no new information was presented that would require recirculation of the EIR. Following public testimony, submission of additional written comments, and staff recommendations, this Council certified the EIR, adopted these Facts, Findings and the Statement of Overriding Considerations, and the further recommendations in the Staff Report, and approved the Project, including PM 36207 (collectively the "Approvals").

IV. INDEPENDENT JUDGMENT FINDING

The Applicant retained the independent consulting firm of LSA Associates, Inc. ("LSA") to prepare the EIR for the Project. LSA has prepared the EIR under the supervision, direction and review of the City with the assistance of an independent peer review (Michael Brandman Associates). The City of Moreno Valley is the Lead Agency for the preparation of the EIR, as defined by CEQA *California Public Resources Code* Section 21067 as amended. The City Council

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has received and reviewed the EIR prior to certifying the EIR and prior to making any decision to approve or disapprove the Project.

Finding: The EIR for the Project reflects the City's independent judgment. The City has exercised independent judgment in accordance with *California Public Resources Code* Section 21082.1(c) (3) in directing the consultant in the preparation of the EIR, as well as reviewing, analyzing and revising material prepared by the consultant.

A. GENERAL FINDING ON MITIGATION MEASURES

In preparing the Approvals for this Project, City staff incorporated the mitigation measures recommended in the EIR as applicable to the Project. In the event that the Approvals do not use the exact wording of the mitigation measures recommended in the EIR, in each such instance, the adopted Approvals are intended to be identical or substantially similar to the recommended mitigation measure. Any minor revisions were made for the purpose of improving clarity or to better define the intended purpose of the measure.

Finding: Unless specifically stated to the contrary in these Findings, it is this Council's intent to adopt all mitigation measures recommended by the EIR which are applicable to the Project. If a measure has, through error, been omitted from the Approvals or from these Findings, and that measure is not specifically reflected in these Findings, that measure shall be deemed to be adopted pursuant to this paragraph. In addition, unless specifically stated to the contrary in these Findings, all Approvals repeating or rewording mitigation measures recommended in the EIR are intended to be substantially similar to the mitigation measures recommended in the EIR and are found to be equally effective in avoiding or lessening the identified environmental impact. In each instance, the Approvals contain the final wording for the mitigation measures.

V. ENVIRONMENTAL IMPACTS AND FINDINGS

City staff reports, the EIR, written and oral testimony at public meetings or hearings, these Facts, Findings and Statement of Overriding Considerations, and other information in the administrative record, serve as the basis for the City's environmental determination.

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The detailed analysis of potentially significant environmental impacts and proposed mitigation measures for the Project is presented in Section 4.0 of the DEIR and Section 3.0 of the FEIR. Responses to comments on the DEIR, along with copies of the comments, are provided in Section 2.0 of the FEIR. Comments on the FEIR were submitted at the Planning Commission hearing on July 12, 2012 from the Sierra Club and Johnson and Sedlack. Responses to those comments, along with copies of the comments, are also provided as attachments to the staff report to the City Council. The comments and the responses to the comments do not constitute additional significant new information that would require recirculation of the EIR.

The EIR evaluated five major environmental categories for potential impacts including Agricultural Resources, Air Quality, GHGs and Climate Change, Noise, and Transportation. Both Project-specific and cumulative impacts were evaluated. Of these five major environmental categories, this Council concurs with the conclusions in the EIR that the issues and sub issues discussed in Sections V(A) and V(B) below either are less-than-significant without mitigation or can be mitigated below a level of significance. For the remaining potential environmental impacts that cannot feasibly be mitigated below a level of significance discussed in Section V.C, overriding considerations exist which make these potential impacts acceptable to this Council.

A. LESS-THAN-SIGNIFICANT ENVIRONMENTAL IMPACTS NOT REQUIRING MITIGATION

The Moreno Valley City Council hereby finds that the following potential environmental impacts of the Project are less-than-significant and therefore do not require the imposition of mitigation measures.

1. Agricultural Resources

a. Conflict with existing zoning or a Williamson Act Contract

Potential Significant Impact: Whether the Project would conflict with existing zoning for agricultural use, or a Williamson Act contract.

Findings: Potential impacts of the Project related to conflicts with existing zoning or a Williamson Act Contract is discussed in detail in Section 4.1 of the DEIR. Based on the entire record, this

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Council finds that no significant impacts related to existing zoning or Williamson Act will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: As identified in Section 4.1 of the DEIR, the Moreno Valley General Plan policies and zoning designations support agriculture only as an interim use, and no land in the City is designated solely for agricultural use or for agricultural preservation. The uses proposed for the Project site are consistent with the existing underlying General Plan and Zoning designations. In addition, the Project site is not subject to a Williamson Act Contract. The Project site is not zoned for agricultural uses and is not being used for agricultural purposes. No impact would occur and no mitigation is required.

b. Conflict with/Loss of Existing Forest Land or Timberland Zoning

Potential Significant Impact: Whether the Project would conflict with existing zoning for, or cause rezoning of, forest land (as defined in *California Public Resources Code* Section 12220(g)), timberland (as defined by *California Public Resources Code* Section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g)), and whether the Project would result in the loss of forest land or conversion of forest land to non-forest uses.

Findings: Potential impacts of the Project related to conflict with/loss of existing forest land or timberland zoning are discussed in detail in Section 4.1 of the DEIR. Based on the entire record, this Council finds that no significant impacts related to loss of forest or timberland will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Section 4.1 identifies no forest or timberland resources located within the Project site nor is the Project site zoned for forest land or timberland. Implementation of the Project would not require any rezoning or General Plan Amendments as the proposed uses are consistent with the existing underlying General Plan land use designation and zoning designation. The Project would not conflict with existing forest zoning, cause rezoning of forest land, or result in the loss or conversion of forest lands to non-forest uses as no such resources exist in the City. No impacts associated with this issue would occur and no mitigation is required.

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2. Air Quality

a. Air Quality Management Plan Consistency

Potential Significant Impact: Whether the Project would conflict with or obstruct implementation of the applicable air quality plan.

Findings: Potential impacts of the Project related to the applicable air quality plan are discussed in detail in Section 4.2 of the DEIR. Based on the entire record, this Council finds that development of the Project will not result in significant impacts related to inconsistencies with the applicable air quality plan and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project is consistent with, and will not impede or otherwise conflict with implementation of the Air Quality Management Plan ("AQMP"). The Project is consistent with AQMP Consistency Criterion No. 1 because it will not cause a potential increase in the frequency or severity of existing air quality violations or cause or contribute to new violations, or delay the timely attainment of air quality standards or the interim emissions reductions specified in the AQMP. The Project will not exceed the California Ambient Air Quality Standards ("CAAQS") for localized criteria pollutants during the construction phase. While operational emissions will be generated in excess of SCAQMD□s regional threshold criteria (DEIR, pg. 4.2-26), these emissions are already accounted for in the AQMP since the Project is consistent with the land uses and development intensities reflected in the City General Plan and incorporated in the adopted AQMP. Consistent with intent and provisions of the AQMP, the Project will implement all feasible mitigation, and comply with all applicable SCAQMD rules developed to reduce air pollutant emissions. The Project is also consistent with AQMP Consistency Criterion No. 2 because the extent of air pollutant emissions generated by the Project would be no greater than is reflected in the current General Plan and were incorporated in the adopted AQMP. Because the Project is consistent with the General Plan Land Use designation of Business Park/Light Industrial, it does not exceed growth projections contained in the City's General Plan, and is consistent with growth assumptions in the AQMP. (DEIR, pgs. 4.2-14 to 4.2-15) Accordingly, impacts related to consistency with the applicable air quality plan will be less-than-significant and no mitigation is required.

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b. Objectionable Odors

Potential Significant Impact: Whether the Project would create objectionable odors affecting a substantial number of people.

Findings: Potential impacts of the Project related to objectionable odors are discussed in detail in Section 4.2 of the DEIR. Based on the entire record, this Council finds that development of the Project will not result in significant impacts due to objectionable odors and, therefore, no mitigation is required.

Facts in Support of the Findings: According to Section 4.2 of the DEIR, the Project does not propose land uses typically associated with emitting objectionable odors. Potential odors during Project construction may result from heavy equipment exhaust and the application of asphalt and architectural coatings. Standard construction requirements would minimize odor impacts from construction. The construction odor emissions would be temporary, short-term, and intermittent in nature and would cease upon completion of the respective phase of construction and is thus considered less than significant. Project-related operational odor sources such as vehicle exhaust and routine painting/maintenance activities are typical of industrial/commercial activities and would be localized to the immediate Project vicinity, with little or no off-site effects. Accordingly, impacts related to objectionable odors will be less-than-significant and no mitigation is required. (DEIR, pg. 4.2-15)

c. Long-Term Microscale (CO Hot Spot) Emissions

Potential Significant Impact: Whether the Project would violate any air quality standard or contribute substantially to an existing or projected air quality violation. For CO, the applicable thresholds are:

- California State one-hour CO standard of 20.0 ppm; and
- California State eight-hour CO standard of 9.0 ppm.

Findings: Potential impacts of the Project related to long-term microscale emissions are discussed in detail in Section 4.2 of the DEIR. Based on the entire record, this Council finds that development of

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the Project will not result in significant impacts related to long-term microscale emissions and, therefore, no mitigation is required.

Facts in Support of the Findings: According to Section 4.2 of the DEIR, the highest one-hour CO concentration experienced at any of the intersections in the Project vicinity would not exceed the one hour CO State standard of 20 ppm. Based on the *Air Quality Analysis* prepared for the Project, the Project would contribute, at most, a 0.2 ppm increase to the one-hour CO concentrations for all scenarios. This is below the 1.0 ppm increase threshold. Also the highest eight-hour CO concentration experienced at any of the intersections in the Project vicinity would not exceed the eight-hour CO state standard of 35 ppm. Based on the Air Quality Analysis prepared for the Project, the Project would contribute, at most, a 0.2 ppm increase to the eight-hour CO concentrations for all scenarios. This is below the 0.45 ppm increase threshold. Since the Project would not exceed the one-hour or eight-hour CO concentration standards, it is reasonable to conclude that no CO hot spots would occur. Therefore, the Project would not have a significant impact on local air quality for CO and no mitigation measures would be required. (DEIR, pgs. 4.2-15 to 4.2-17)

d. Localized Operational Emissions

Potential Significant Impact: Whether the Project would violate any AAQS or contribute to an existing or projected air quality violation; or expose sensitive receptors to pollutants.

For long-term operation, the applicable localized daily thresholds are:

- 12,083 pounds per day of CO;
- 585 pounds per day of NO_X;
- 32 pounds per day of PM_{10}; and
- 14 pounds per day of $PM_{2.5}$.

Findings: Potential impacts of the Project related to localized operational emissions are discussed in detail in Section 4.2 of the DEIR. Based on the entire record, this Council finds that operations of the Project will not result in significant impacts related to localized operational emissions and, therefore, no mitigation is required.

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Facts in Support of the Findings: According to Section 4.2 of the DEIR, the operational emissions rates of NO_X, CO, PM_{10}, and $PM_{2.5}$ are less than 10 percent of the LST thresholds for the applicable pollutant. None of the criteria pollutant emissions would exceed localized thresholds during the operation of the Project. Therefore, the Project would not have a significant impact on localized operational pollutant levels and no mitigation measures would be required. (DEIR, pgs. 4.2-15 to 4.2-17)

e. Operational-Acute Health Risk

Potential Significant Impact: Whether the Project would expose sensitive receptors to substantial pollutant concentrations.

Findings: Potential impacts of the Project related to operational-acute health risks are discussed in detail in Section 4.2 of the DEIR. Based on the entire record, this Council finds that development of the Project will not result in significant impacts related to operational-acute health risks and, therefore, no mitigation is required.

Facts in Support of the Findings: According to Section 4.2 of the DEIR, exposure to diesel exhaust can have immediate health effects, such as irritation of the eyes, nose, throat, and lungs, and it can cause coughs, headaches, light headedness, and nausea. In studies with human volunteers, diesel exhaust particles made people with allergies more susceptible to the materials to which they are allergic, such as dust and pollen. Exposure to diesel exhaust also causes inflammation in the lungs, which may aggravate chronic respiratory symptoms and increase the frequency or intensity of asthma attacks. However, according to the rulemaking on *Identifying Particulate Emissions from Diesel-Fueled Engines as a Toxic Air Contaminant* (ARB 1998)[1], the available data from studies of humans exposed to diesel exhaust are not sufficient for deriving an acute non-cancer health risk guidance value. While the lung is a major target organ for diesel exhaust, studies of the gross respiratory effects of diesel exhaust in exposed workers have not provided sufficient exposure information to establish a short-term non-cancer health risk guidance value for respiratory effects. Therefore, the potential for short-term acute exposure from diesel exhaust are considered to be less than significant and no mitigation is required. (DEIR, pg. 4.2-18)

[1] http://www.arb.ca.gov/regact/diesltac/diesltac.htm, accessed August 30, 2012.

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f. Operational-Chronic Health Risk

Potential Significant Impact: Whether the Project would expose sensitive receptors to substantial pollutant concentrations.

For Maximum Individual Cancer Risk, the applicable thresholds are:

- An increased cancer risk greater than 10 in 1 million (1.0×10^{-5}) at any receptor location; or

For non-cancer chronic hazard indices (HI); the applicable threshold is:

- A cumulative increase for any target organ system exceeding 1.0 at any receptor location.

Findings: Potential impacts of the Project related to operational-chronic health risks are discussed in detail in Section 4.2 of the DEIR. Based on the entire record, this Council finds that development of the Project will not result in significant impacts related to operational-chronic health risks and, therefore, no mitigation is required.

Facts in Support of the Findings: According to Section 4.2 of the DEIR, a screening level health risk assessment was performed for the operational emissions associated with the Project based on the SCAQMD's *Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis* guidance. The operations expected to occur at this facility will not emit any toxic chemicals in any significant quantity other than vehicle exhaust. While there may be other toxic substances in use on site, compliance with state and federal handling regulations will bring emissions to below a level of significance. The nearest residences (approximately 1,000 feet) would experience a cancer risk of 6.6 in 1 million, which is below the 10 in 1 million threshold. The nearest residences would also experience a chronic hazard index of 0.0041, which is below the 1.0 threshold. The peak off-site worker cancer risk level is 4.5 in a million, which is also below the 10 in 1 million threshold. Chronic hazard index for the peak off-site worker would be 0.0029, which is below the 1.0 threshold. Since the operational phase of the Project would not exceed any of the operational related health risk assessment thresholds, a less than significant impact would occur and no mitigation is required. (EIR, pgs. 4.2-18 to 4.2-19)

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3. Climate Change and Greenhouse Gas Emissions

a. Greenhouse Gas Plan, Policy, Regulation Consistency

Potential Significant Impact: Whether the Project would conflict with any applicable plan, policy, or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases.

Findings: Potential impacts of the Project related to greenhouse gas plan, policy, and regulation consistency are discussed in detail in Section 4.3 of the DEIR. Based on the entire record, this Council finds that development of the Project will not result in significant impacts related to greenhouse gas plan, policy, or regulation consistency and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project would implement appropriate GHG reduction strategies and would ensure that it does not conflict with or impede implementation of reduction goals identified in AB 32, Governor's Executive Order S-3-05, and other strategies to help reduce GHG levelsTherefore, the Project would not conflict with any applicable plan, program, policy, or regulation related to the reduction of GHG emissions resulting in a less than significant impact. (DEIR, pgs. 4.3-16 to 4.2-21)

4. Noise

a. Airport Noise

Potential Significant Impacts: Whether a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would results in exposure of people residing or working in the project area to excessive noise levels. Or if a project within the vicinity of a private airstrip, would expose people residing or working in the project area to excessive noise levels.

Findings: Potential impacts of the Project relating to airport noise are discussed in detail in Section 4.4 of the DEIR. Based on the entire record, this Council finds that no significant impacts related to airport noise will occur as a result of development of the Project and, therefore, no mitigation is required.

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Facts in Support of the Findings: According to Section 4.4 of the DEIR, the nearest airport is the March Air Reserve Base, which is located approximately 0.75 mile northwest of the Project site. The Project is not identified as being within the noise or safety contours delineated for the March Air Reserve Base Airport. While the Project is located within two miles of a public airport, it is outside of the 60 dBA CNEL contour of the March Air Reserve Air Base, and therefore, the Project would not have the potential to expose people working on the Project site to excessive noise levels from airport operations as the Project site is located outside of the noise and safety contours of March Air Reserve Base. A less than significant impact would occur with implementation of the Project. Additionally, the Project site is not located within the vicinity of a private airstrip; therefore, no impact associated with this issue would occur and no mitigation is required. (DEIR, pgs. 4.4-9 to 4.4-10)

b. Ground-Borne Vibrations

Potential Significant Impact: Whether the Project would result in exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels.

Findings: Potential impacts of the Project relating groundborne vibration and groundborne noise are discussed in detail in Section 4.4 of the DEIR. Based on the entire record, this Council finds that no significant impacts related to ground-borne vibration and groundborne noise will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: According to Section 4.4 of the DEIR, the Project does not propose activities or uses that would result in long-term substantial or even perceptible vibration levels. The Project site is not located near steel-wheeled trains. Additionally, roadways in the project area are either paved or would be paved and would not result in traffic driving over rough roads. Construction activities for the project site do not include blasting or pile driving. The primary vibratory source during the construction of the Project would be large bulldozers. Based on published data, typical bulldozer activities generate an approximate vibration level of 0.089 in/sec at a distance of 25 feet. At the distance of the nearest residence to the project boundary (approximately 1,000 feet) the estimated vibration level would not be discernible. While heavy-duty earthmoving equipment would be used during the construction phase of the project, the level of vibration would not be excessive or permanent, nor would it exceed the level at which building damage typically occurs.

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Therefore, impacts from construction-related groundborne vibration construction would be less than significant and no mitigation is required. (DEIR, pg. 4.4-10)

c. Long-Term Traffic Noise

Potential Significant Impact: Whether the project would result in a substantial temporary, periodic, and/or permanent increase in ambient noise levels in the project vicinity above levels existing without the project.

Findings: Potential impacts of the Project related to long-term noise are discussed in detail in Section 4.4 of the DEIR. Based on the entire record, this Council finds that no significant impacts related to long-term noise will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: According to Section 4.4 of the DEIR, project-related traffic noise level increases would be 0.8 dBA or less along all roadway segments analyzed. Noise level increases within this range are small and are not perceptible by the human ear. Therefore, no significant traffic noise impacts would occur to off-site land uses with implementation of the Project. Also the proposed warehouse distribution center uses would not be impacted by the projected 75 dBA CNEL noise contour from Indian Street (within 50 feet of the roadway centerline), Oleander Avenue (within 50 feet of the roadway centerline), or Perris Boulevard (98 feet from the roadway centerline) in 2035. Therefore, noise levels at the on-site uses are below the City's 75 dBA CNEL noise standard for industrial uses. No significant noise impacts to on-site industrial uses would occur and no mitigation measures are required. (DEIR, pgs. 4.4-10 to 4.4-13)

d. Long-Term Operational Noise

Potential Significant Impact: Whether the project would cause exposure of persons to or generation of noise levels in excess of standards established in the City of Moreno Valley General Plan, Moreno Valley Municipal Code, or applicable standards of other agencies.

Findings: Potential impacts of the Project related to long-term operational noise are discussed in detail in Section 4.4 of the DEIR. Based on the entire record, this Council finds that no significant impacts related to long-term operational noise will occur as a result of development of the Project and, therefore, no mitigation is required.

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Facts in Support of the Findings: The nearest existing sensitive receptors in the vicinity of the project site are rural residential uses located along Nandina Avenue approximately 1,000 feet north of the project's northern boundary. There are also nonconforming residential dwelling units within commercial and industrial uses on property zoned for commercial or industrial uses approximately 0.5 mile southwest of the project site on the south side of Oleander Avenue between Heacock Street and Patterson Avenue.

The warehouse distribution use has loading docks on the north and south sides of the building, more than 1,000 feet from the existing residences to the north. Noise associated with loading/unloading activities would potentially affect these existing residential uses. Other on-site, noise-producing activities may include traffic and activity within the parking lot (load talking, horn blowing, vehicle door slamming, truck idling, etc.). Although individual activity may generate relatively high and intermittent noise, when added to the typically lower ambient noise and averaged over a longer period of time, the cumulative noise level would be much lower and less than the City's exterior noise standards at the nearest noise-sensitive land uses, and would be considered to have a less than significant impact. (DEIR, pg. 4.4-14)

The project would have rooftop heating, ventilating, and air conditioning (HVAC) equipment, as well as ground floor garbage compactors. Rooftop HVAC units generate noise levels of approximately 62 dBA at 50 feet. The closest noise-sensitive land uses are existing residences which are located more than 1,000 feet to the north from the nearest potential on-site rooftop HVAC equipment location. With the effect of distance divergence, noise generated by HVAC equipment would be reduced by 26 dBA at the closest residences when compared with the noise level measured at 50 feet. Additionally, the roof edge (parapet) creates a noise barrier that reduces noise levels from rooftop HVAC units by an additional 3 to 5 dBA or more for ground floor receptors. Because of the attenuation achieved, nearest residences located to the north of the project site would be exposed to an exterior noise level of 33 dBA L_{max} or lower. This range of noise levels is substantially lower than traffic noise on roadways in the project vicinity and the truck movement and loading/unloading noise. Therefore, because the City's exterior noise standard of 60 dBA L_{dn}/CNEL for HVAC equipment in residential district (Planning and Zoning Code, Chapter 9.03.040) would not be exceeded at the nearest sensitive noise receptors, no significant noise impact resulting from the operation of rooftop HVAC equipment would occur and no mitigation is required. (DEIR, pg. 4.4-15)

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Garbage compactors generate approximately 70 dBA L_{max} at 6 feet. With the effect of distance divergence, noise generated by garbage compactors would be reduced to 26 dBA L_{max} or lower at the closest residences. Because the City's exterior noise standard of 60 dBA L_{max} during the day and 55 dBA L_{max} during the night would not be exceeded, no significant noise impacts from the on-site garbage compactors would occur. In the absence of any significant impact, no mitigation is required. (DEIR, pg. 4.4-15)

It is anticipated that the proposed uses would have some sort of speaker system at the truck loading docks. Typical loud speakers generate a sound level of 75 dBA L_{max} at 50 feet. With the distance attenuation of 26 dBA the speaker noise at the nearest residences will be at or below 49 dBA L_{max}. This range of maximum noise levels is lower than the City's nighttime exterior noise standards of 55 dBA L_{max} standard. Therefore, noise associated with loading dock speakers at the proposed warehouse buildings would not result in noise levels exceeding the typical daytime or nighttime noise standards at the nearest residences to the southeast and no mitigation measures are required. (DEIR, pg. 4.4-15)

The typical maximum allowable interior noise levels for residential uses are 45 dBA between 10:01 p.m. and 7:59 a.m. and 50 dBA between 8:00 a.m. and 10:00 p.m. Typical southern California homes with windows open would achieve up to 12 dBA in exterior to interior noise reduction. When windows are closed, the noise attenuation increases to 24 dBA. Additionally, distance divergence of 1,000 feet provides 26 dBA of noise attenuation. Interior noise levels at the nearest residential homes to the north, attributable to loading/unloading activities from the nearest on-site loading areas, would be reduced to 37 dBA L_{max} with windows open and to 25 dBA L_{max} with windows closed. This range of noise level is compatible with or lower than typical household activity noise. Therefore, no significant interior noise impacts for the nearest sensitive receptors would occur and no mitigation is required. (DEIR, pg. 4.4-16)

5. <u>Transportation</u>

a. Design Features or Incompatible Uses

Potential Significant Impact: Whether the Project would substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

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Findings: Potential impacts of the Project related to design features or incompatible uses are discussed in detail in Section 4.5 of the DEIR. Based on the entire record, this Council finds that no significant impacts related to the design features or incompatible uses will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: According to Section 4.5 of the DEIR, the design of roadways must provide adequate sight distance and traffic control measures. This provision is normally realized through roadway design to facilitate roadway traffic flows. Roadway improvements in and around the Project site would be designed and constructed to satisfy all City requirements for street widths, corner radii, intersection control as well as incorporate design standards tailored specifically to site access requirements.

The final design of all roadways and intersections within the Project site access would be reviewed by a licensed professional civil engineer to ensure adequate safety when traveling to and from the Project site. The Project circulation plan does not include any sharp curves or dangerous intersections in its design. Adherence to applicable existing requirements of the City of Moreno Valley consistent with the City's Circulation Element Objectives 5.1 (create a safe, efficient, and neighborhood-friendly street system), 5.5 (maximize efficiency of the local circulation system by using appropriate policies and standards to design, locate, and size roadways), and 5.11 (eliminate obstructions that impede safe movement of vehicles, bicyclists, and pedestrians) and other agencies would reduce impacts associated with this issue to a less than significant level and no mitigation is required. (DEIR, pgs. 4.4-15 to 4.4-16)

b. Inadequate Emergency Access

Potential Significant Impact: Whether the Project would result in inadequate emergency access.

Findings: Potential impacts of the Project related to inadequate emergency access are discussed in detail in Section 4.5 of the DEIR. Based on the entire record, this Council finds that no significant impacts related to inadequate emergency access will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: According to Section 4.5 of the DEIR, the developers of the Project would be required to design, construct, and maintain structures, roadways, and facilities to provide for adequate emergency access and evacuation. Construction activities, which may

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temporarily restrict vehicular traffic, would be required to implement adequate and appropriate measures to facilitate the passage of persons and vehicles through/around any required road closures. The Project design would be submitted to and approved by the City's Fire and Police Departments prior the issuance of building permits. Adherence to applicable existing requirements of the City of Moreno Valley and other agencies would reduce impacts associated with this issue to a less than significant level and no mitigation is required. (DEIR, pg. 4.4-16)

c. Alternative Transportation

Potential Significant Impact: Whether the Project would conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities.

Findings: Potential impacts of the Project related to alternative transportation are discussed in detail in Section 4.5 of the DEIR. Based on the entire record, this Council finds that no significant impacts related to alternative transportation will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: According to Section 4.5 of the DEIR, the design of the Project would be required to adhere to applicable City of Moreno Valley standards that support and/or facilitate alternative modes of transportation, including but not limited to pedestrian pathways and sidewalks consistent with the City's Circulation Element Objective 5.8 (encourage development of an efficient public transportation system for the entire community). Through the City's project review process, policies, plans, and/or programs supporting alternative transportation would be reviewed and incorporated as applicable. Consequently, a less than significant impact would occur as a result of the Project and no mitigation is required. (DEIR, pgs. 4.4-16 to 4.4-17)

d. Air Traffic Patterns

Potential Significant Impact: Whether the Project would increase or otherwise affect existing air traffic patterns.

Findings: Potential impacts of the Project related to air traffic patterns are discussed in detail in Section 4.5 of the DEIR. Based on the entire record, this Council finds that no significant impacts related to any change in air traffic patterns will occur as a result of development of the Project and, therefore, no mitigation is required.

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Facts in Support of the Findings: According to Section 4.5 of the DEIR, airport facilities within the vicinity of the Project site include the March Air Field, which is part of the March Air Reserve Base (MARB). The Project site is located approximately 0.75 mile east of March Air Field and is entirely within Airport Influence Area II. As part of the standard process for development within Airport Influence Areas for MARB, projects are required to be reviewed by the ALUC for consistency with the ALUP. As a standard condition imposed during ALUC reviews, developments located within the boundaries of Influence Area III are required to provide avigation easements. To ensure consistency with the ALUC recommendations is maintained, avigation easements will be required as part of a condition of approval for the Project site. Development that would occur within Airport Influence II of MIP would not include any features that would alter air traffic patterns or the level of air traffic at the MIP; therefore, a less than significant air traffic safety impact would occur and no mitigation is required. (DEIR, pgs. 4.4-17 to 4.4-18)

B. ENVIRONMENTAL IMPACTS MITIGATED TO A LEVEL OF LESS-THAN-SIGNIFICANT

California Public Resources Code Section 21081 states that no public agency shall approve or carry out a project for which an EIR has been completed which identifies one or more significant effects unless the public agency makes one or more of the following findings:

I. Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

II. Those changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can and should be, adopted by that other agency.

III. Specific economic, legal, social, technological, or other considerations make infeasible the mitigation measures or alternatives identified in the EIR, and overriding economic, legal, social, technological, or other benefits of the Project outweigh the significant effects on the environment.

Certain of the following issues from the environmental categories analyzed in the EIR, including biological resources, paleontological resources, geology and soils, hydrology and water quality, noise (short-term construction), and transportation (local intersections and roadways) were

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found to be potentially significant, but can be mitigated to a less-than-significant level with the imposition of mitigation measures. This Council hereby finds pursuant to *California Public Resources Code* Section 21081 that all potentially significant impacts listed below can and will be mitigated to below a level of significance by imposition of the mitigation measures in the EIR; and that these mitigation measures are included as Conditions of Approval and set forth in the MMRP adopted by this Council. Specific findings of this Council for each category of such impacts are set forth in detail below.

1. Biological Resources

a. Adverse Effects to Sensitive or Special Status Species

Potential Significant Impact: The EIR evaluated and concluded that the Project could have an adverse effect on candidate, sensitive, or special status species.

Finding: Implementation of the following mitigation measures will reduce the potential adverse impacts to sensitive or special status species to less than significant:

Mitigation Measure BIO-1: *No more than 72 hours prior to initiation of ground-disturbing activities, a pre-construction survey shall be completed by a qualified biologist. The survey will identify special status avian species (if any) within the area of intended disturbance. In the event no special status avian species are identified within the limits of disturbance, no further mitigation is required. In the event such species are identified within the limits of ground disturbance, Mitigation Measure BIO-3 shall apply.*

Mitigation Measure BIO-2: *No more than 72 hours prior to initiation of ground-disturbing activities, a pre-construction burrowing owl survey shall be completed by a qualified biologist for the planned disturbance area. The pre-construction burrowing owl surveys may be conducted as part of the survey required in Mitigation Measure BIO-1. A report detailing the findings of the pre-construction survey shall be submitted to the City prior to the initiation of ground-disturbing activities. In the event no burrowing owls are identified within the limits of ground disturbance, no further mitigation is required. In the*

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event burrowing owls are identified within the limits of ground disturbance, Mitigation Measures BIO-3 and BIO-4 shall apply.

Mitigation Measure BIO-3: *If nesting special status avian or burrowing owl species are determined to occupy a proposed area of disturbance, no construction activity shall take place within 500 feet of an active nest/burrow until it has been determined that the nest/burrow is no longer active, and all juveniles have fledged the nest/burrow.*

Mitigation Measure BIO-4: *If active burrowing owl burrows are detected outside the breeding season, then passive and/or active relocation may be approved following consultation with the CDFG and/or USFWS. One-way doors may be installed as part of a passive relocation program. Burrowing owl burrows shall be excavated with hand tools by a qualified biologist when determined to be unoccupied, and backfilled to ensure that animals do not re-enter the holes/dens.*

Facts in Support of the Finding: According to Section 2.5.2 of the DEIR, the site is characterized as a regularly disked field that supports little to no standing vegetation and is not located within a Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) Criteria Area. However, the site is located in an area that requires habitat assessments for burrowing owl, five Narrow Endemic Plant Species (NEPS), and nine Criteria Area Plant Species (CAPS) in accordance with the MSHCP. During the habitat assessment surveys and focused surveys no sign of burrowing owls were observed. The Project site is not an optimal habitat for burrowing owl. However, because burrowing owls have been known to occur on land that has been disturbed and are considered a mobile and opportunistic species, implementation of **Mitigation Measures BIO-1 through BIO-4** are necessary to reduce the potential impact to less than significant. The five NEPS and nine CAPS were not observed during the general survey (February 2007) and focused surveys (May, June, and July 2009) conducted on site. Overall, the Project site lacks suitable habitat for these species due to historic agricultural activities. Nonetheless, focused surveys were conducted to cover the four depressed areas and the ditch. No special status plants were observed during the focused surveys. Because of the absence of members of the species and suitable habitat, a less than significant impact to other special status plants would occur. (DEIR, pg. 2-9)

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2. Cultural Resources

a. Directly or Indirectly Destroy a Unique Paleontological Resource or Site or Unique Geologic Feature

Potential Significant Impact: The EIR evaluated and concluded that the Project could have an adverse effect on significant fossil resources.

Finding: Implementation of the following mitigation measures will reduce the impact to unique paleontological resources and site or unique geological features to less than significant:

Mitigation Measure CUL-1: *Prior to construction involving excavation four feet or more below existing surface grade, the construction contractor shall provide evidence that a qualified paleontologist has been retained, and that the paleontologist(s) shall be present during all grading and other significant ground-disturbing activities that reach four feet or more below existing surface grade. In the event fossiliferous deposits are encountered, the following measures shall be implemented:*

- *Monitoring shall be conducted by qualified paleontological monitor(s) of excavation in areas identified as likely to contain paleontological resources, including undisturbed older Pleistocene alluvium. Paleontological monitors shall be equipped to salvage fossils as they are unearthed, to avoid construction delays, and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates. Monitors shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens. Monitoring may be reduced if the potentially fossiliferous units are determined upon exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources.*

- *Paleontological monitoring of any earthmoving will be conducted by a monitor, under direct guidance of a qualified paleontologist. Earthmoving in areas of the parcel where previously undisturbed*

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sediments are buried, but not otherwise disturbed, will not be monitored.

- *Preparation of recovered specimens to a point of identification and permanent preservation, including washing of sediments to recover small invertebrates and vertebrates.*
- *Identification and curation of specimens into a professional, fully accredited museum repository with permanent retrievable storage. The paleontologist must have a written repository agreement in hand prior to the initiation of mitigation activities.*
- *Preparation or a report of findings with and appended itemized inventory of specimens. The report and report and inventory, when submitted to the City of Moreno Valley along with confirmation of the curation of recovered of recovered specimens into an established, accredited museum repository, will signify completion of the program to mitigate impacts to paleontological resources.*

Facts in Support of the Finding: Based on the paleontological resources analysis contained in Section 2.5.3 of the DEIR, the site has a high potential to contain significant fossil resources due to the presence of early to middle Pleistocene alluvial fan deposits. These resources have the potential for being unearthed and damaged during grading and construction activities and are estimated to lie at approximately 4 feet below ground surface. Construction and grading of the Project site will result in soil disturbance below 4 feet, which may unearth previously undetected subsurface paleontological resources. **Mitigation Measure CUL-1** has been identified to reduce the significance of paleontological resource impacts. Adherence to this measure would reduce impacts to paleontological resources to a less than significant level. (DEIR, pgs. 2-12 to 2-13)

3. <u>Geology and Soils</u>

a. Unstable Soils

Potential Significant Impact: The EIR evaluated and concluded that the Project site could experience soil shrinkage during excavation and recompaction.

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Finding: Implementation of the following mitigation measures will reduce the potential impact of lateral spreading, subsidence, and collapse to less than significant:

Mitigation Measure GEO-1: *Prior to the issuance of grading permits, any existing low density soils and/or saturated soils shall be removed to competent natural soil under the inspection of the Soils Engineering Firm. After the exposed surface has been cleansed of debris and/or vegetation, it shall be scarified until it is uniform in consistency, brought to the proper moisture content and compacted to a minimum of 90 percent relative compaction (in accordance with ASTM: D-1557). In any area where a transition between fill and native soil or between bedrock and soil are encountered, additional excavation beneath foundations and slabs will be necessary in order to provide uniform support and avoid differential settlement of the structure.*

The on-site soils or approved import soils may be utilized for the compacted fill, provided they are free of any deleterious materials and shall not contain any rocks, brick, asphaltic concrete, concrete, or other hard materials greater than eight inches in maximum dimensions. Any import soil must be approved by the Soils Engineering firm a minimum of 24 hours prior to importation to the site.

The approved fill soils shall be placed in layers not in excess of six inches in thickness. Each lift shall be uniform in thickness and thoroughly blended. The fill soils shall be brought to within 2 percent of the optimum moisture content, unless otherwise specified by the Soils Engineering firm. Each lift shall be compacted to a minimum of 90 percent relative compaction (in accordance with ASTM: D-1557) and approved prior to the placement of the next layer of soil. Compaction tests shall be obtained at the discretion of the Soils Engineering firm but to a minimum of one test for every 500 cubic yards placed and/or for every two feet of compacted fill placed.

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The minimum relative compaction shall be obtained in accordance with accepted methods in the construction industry. The final grade of the structural areas shall be in a dense and smooth condition prior to placement of slabs-on-grade or pavement areas. No fill soils shall be placed, spread, or compacted during unfavorable weather conditions. When the grading is interrupted by heavy rains, compaction operations shall not be resumed until approved by the Soils Engineering firm.

Facts in Support of the Finding: Section 2.5.4 of the DEIR included a geotechnical analysis that performed in-place soil density tests, which revealed that soil shrinkage that may occur would be approximately 10 percent to 15 percent due to excavation and recompaction. This is based on the assumption that the fill would be compacted to 90 percent of the dry density per ASTM standards. As a result subsidence is estimated at 0.2 feet due to earthwork operations. Impacts are considered potentially significant and mitigation measures are required. The geotechnical analysis determined that there is no potential for landslides or liquefaction. Additionally, potential impacts related to lateral spreading would be reduced to less than significant level through adherence to the California Building Code. **Mitigation Measure GEO-1** would reduce potential impacts associated with unstable soils to a less than significant level. (DEIR, pgs. 2-15 to 2-16)

b. Expansive Soils

Potential Significant Impact: The EIR evaluated and concluded that expansive soils could occur.

Finding: Implementation of the following mitigation measures will reduce to potential impact of expansive soils to less than significant:

Mitigation Measure GEO-2: *Prior the issuance of grading permits, the project proponent shall inform the project engineers, architects, owner, maintenance personnel, and other interested parties of the Expansive Soil Guidelines provided in the project's geotechnical analysis [Geotechnical Engineering Investigation Proposed Industrial Development Southwest Corner of Perris Boulevard and Grove View Road Moreno Valley, California, NorCal Engineering, March 7, 2007]. The recommendations identified in the project's Expansive*

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Soil Guidelines shall be implemented by the project engineers, architects, owner, maintenance personnel, and other interested parties in the applicable design guidelines. Applicable design guidelines shall be included and implemented in the project's grading plans.

Facts in Support of the Finding: According to Section 2.5.4 of the DEIR, soils on site include Exeter sandy loam, 0–2 percent slopes (EnA), Exeter sandy loam, deep (EpA), Exeter very fine sandy loam (EwB), Exeter very fine sandy loam, deep (EyB), Greenfield sandy loam (GyA), Ramona sandy loam (RaA), Ramona very fine sandy loam (ReC2), and Travor loamy fine sand, eroded (Tp2). As detailed in the Project's geotechnical analysis, expansive soils were observed on the Project site. Exploratory trenches revealed the existing earth materials on site to consist of a disturbed soil/fill and natural soil. A fill/disturbed natural soil classifying as a brown, sandy to clayey silt to a silty sand was encountered across the site and ranged in depth from 1 foot to 1½ feet. These soils were noted to be soft to loose and damp. An undisturbed alluvium soil classifying as a brown sandy to clayey silt to a silty sand was encountered beneath the disturbed top soils and fill. These native soils were noted to be firm to stiff, medium dense to dense, and moist. Development of the Project site would be required to adhere to California Building Code and City design and engineering standards. However, because expansive soils are present on site, impacts associated with this issue are potentially significant and mitigation measures are required. **Mitigation Measure GEO-2** would reduce potential impacts associated with expansive soils to a less than significant level. (DEIR, pgs. 2-16 to 2-17)

4. <u>Hydrology and Water Quality</u>

a. Water Quality Standards and Waste Discharge Requirements

Potential Significant Impact: The EIR evaluated and concluded that the Project could violate water quality or waste discharge requirements, substantially increase the rate of surface runoff causing flooding, create substantial additional sources of polluted runoff, or otherwise substantially degrade water quality.

Finding: Implementation of the following mitigation measures will reduce the potential impacts related to compliance with water quality standards and waste discharge requirements to less than significant:

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Mitigation Measure HYD-01: *Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall provide evidence to the City that a Notice of Intent (NOI) with the Regional Water Quality Control Board has been filed to be covered under the State NPDES General Construction Permit for discharge of stormwater associated with construction activities.*

Mitigation Measure HYD-02: *Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall submit to the State Water Quality Control Board, a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall include a surface water control plan and erosion control plan citing specific measures to control on-site and off-site erosion during the entire grading and construction period. Additionally, the SWPPP shall identify structural and nonstructural BMPs to control sediment and non-visible discharges from the site. BMPs to be implemented in the SWPPP may include but shall not be limited to the following:*

- *Sediment discharges from the site may be controlled by the following: gravel bags, silt fences, straw wattles and temporary debris basins (if deemed necessary), and other discharge control devices. The construction and condition of the BMPs will be periodically inspected during construction, and repairs will be made when necessary as required by the SWPPP.*

- *Materials that have the potential to contribute non-visible pollutants to stormwater must not be placed in drainage ways and must be contained, elevated, and placed in temporary storage containment areas.*

- *All loose piles of soil, silt, clay, sand, debris, and other earthen material shall be protected in a reasonable manner to eliminate any discharge from the site. Stockpiles will be surrounded by silt fences.*

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- *The SWPPP will include inspection forms for routine monitoring of the site during the construction phase to ensure NPDES compliance.*
- *Additional BMPs and erosion control measures will be documented in the SWPPP and utilized if necessary.*
- *The SWPPP will be kept on site for the entire duration of project construction and will also be available to the local RWQCB for inspection at any time.*

In the event that it is not feasible to implement the above BMPs, the City of Moreno Valley can make a determination that other BMPs will provide equivalent or superior treatment either on or off site.

Mitigation Measure HYD-03: *Prior to the issuance of grading permits, the project proponent shall provide evidence to the City that the following provisions have been added to construction contracts for the project:*

- *The Construction Contractor shall be responsible for performing and documenting the application of BMPs identified in the SWPPP. Weekly inspections shall be performed on sediment control measures called for in the SWPPP. Monthly reports shall be maintained by the Contractor and submitted to the City for inspection. In addition, the Contractor will also be required to maintain an inspection log and have the log on site to be reviewed by the City of Moreno Valley and the representatives of the Regional Water Quality Control Board.*

Mitigation Measure HYD-04: *Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall receive approval from the City of Moreno Valley for a Final Water Quality Management Plan (F-WQMP). The F-WQMP shall specifically identify pollutants of concern, site design, source control, and treatment control BMPs that*

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shall be used on site to control predictable pollutant runoff in order to reduce impacts to water quality to the maximum extent practicable.

Facts in Support of the Finding: According to Section 2.5.6 of the DEIR, development of the Project is required to obtain coverage under an NPDES permit, which includes the submittal of a Notice of Intent (NOI) application to the State Water Resources Control Board (SWRCB), the receipt of a Waste Discharge Identification Number (WDID) from SWRCB, and the preparation of an SWPPP for construction wastewater discharges. During the construction period, the Project would use a series of Best Management Practices (BMPs) to reduce erosion and sedimentation. These measures may include the use of gravel bags, silt fences, hay bales, check dams, hydroseed, and soil binders. The construction contractor would be required to operate and maintain these controls throughout the duration of on-site activities. In addition, the construction contractor would be required to maintain an inspection log and have the log on site to be reviewed by the City and representatives of the RWQCB. Adherence to **Mitigation Measures HYD-01 through HYD-04** will ensure that these practices and measures take place and would reduce the potential impacts related to compliance with water quality standards and waste discharge requirements to less than significant. (DEIR, pgs. 2-19 to 2-24)

b. Erosion

Potential Significant Impact: The EIR evaluated and concluded that the Project could significantly alter drainage patterns that would result in erosion or siltation.

Finding: Implementation of the following mitigation measures will reduce the potential impacts to less than significant:

Mitigation Measure HYD-05: *Prior to grading plan approval and the issuance of a grading permit, the project proponent shall submit a detailed grading plan and drainage report, with supporting engineering calculations, to the City Engineer for review and approval. The plan and report shall incorporate relevant requirements identified by the City and/or site-specific geotechnical investigations. The plan and report shall provide evidence that the storm drainage system would be adequate to convey water for the 100-year storm event from the project site and*

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that the post-development flows exiting the project site are less than or equal to pre-development flows.

Facts in Support of the Finding: According to Section 2.5.6 of the DEIR, the majority of storm flows associated with the Project will be collected by a series of drop inlet catch basins. While the increase in impervious surfaces attributable to the Project would contribute to a greater volume and higher velocity of storm water flows, the Project's drainage system would accept and accommodate runoff that would result from Project construction at or below pre-Project conditions. Therefore, the post-development flows generated on the Project site would not exceed the capacity of the planned storm water drainage systems. To ensure that long-term drainage capacity issues are reduced to a less than significant level, **Mitigation Measure HYD-05** has been identified. With adherence to this mitigation measure, impacts associated with effects on existing drainage patterns are reduced to less than significant. (DEIR, pgs. 2-24 to 2-25)

5. <u>Noise</u>

a. Short-Term Construction Noise

Potential Significant Impact: The EIR evaluated and concluded that noise levels from grading and other construction activities for the Project may range up to 65 dBA at the closest residences north of the Project site for very limited times when construction occurs near the Project's boundary. Construction-related noise impacts from the Project would be potentially significant.

Finding: Implementation of the following mitigation measures will reduce potential short-term construction noise impacts to less than significant:

4.4.6.1A *During all project site excavation and grading on site, the project contractor shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers consistent with manufacturers' standards.*

4.4.6.1B *The project contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest to the project site.*

4.4.6.1C *The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise-sensitive receptors nearest to the project site during all project construction.*

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4.4.6.1D *During all project site construction activities, the construction contractor shall limit all construction-related activities that would result in noise to between the hours of 6:00 a.m. and 8:00 p.m. on weekdays and between the hours of 7:00 a.m. to 8:00 p.m. on weekends and holidays, unless written approval is obtained from the City Building Official or City Engineer. For grading activity, the hours are limited to between 7:00 a.m. and 6:00 p.m. weekdays and 8:00 a.m. to 4:00 p.m. on weekends and holidays.*

Facts in Support of the Finding: According to Section 4.4 of the DEIR, two types of short-term noise impacts could occur during the construction of the Project. First, construction crew commutes and the transport of construction equipment and materials to the site for the Project would incrementally increase noise levels on access roads leading to the site. The second type of short-term noise impact is related to noise generated during excavation, grading, and building erection on the Project site. Construction of the Project is expected to require the use of scrapers, bulldozers, and water and pickup trucks. The site preparation phase, which includes excavation and grading of the site, tends to generate the highest noise levels, because the noisiest construction equipment is earthmoving equipment. Earthmoving equipment includes excavating machinery such as backfillers, bulldozers, draglines, and front loaders. Earthmoving and compacting equipment includes compactors, scrapers, and graders. Typical operating cycles for these types of construction equipment may involve one or two minutes of full-power operation followed by three to four minutes at lower power settings. The maximum noise level generated by each scraper on the Project site is assumed to be approximately 87 dBA L_{max} at 50 feet from the scraper. Each bulldozer would generate approximately 85 dBA Lmax at 50 feet. The maximum noise level generated by water and pickup trucks is approximately 86 dBA L_{max} at 50 feet from these vehicles. Each doubling of the sound sources with equal strength increases the noise level by three (3) dBA. Assuming that each piece of construction equipment operates at some distance from the other equipment, the worst-case composite noise level during this phase of construction would be 91 dBA L_{max} at a distance of 50 feet from the active construction area.

The nearest noise-sensitive receptor locations to the Project site are existing residences approximately 1,000 feet to the north. These nearest residents may be subject to short-term, intermittent, maximum noise reaching 65 dBA L_{max}, generated by construction activities on the Project site. The ambient noise associated with vehicular traffic and industrial uses in the Project area would mask the majority of the construction noise from the Project site. No significant construction

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noise impacts would occur if construction of the Project would occur within the permitted hours of 6:00 a.m. to 8:00 p.m. of any working day, and within the permitted hours of 7:00 a.m. and 8:00 p.m. on Sundays and federal holidays. Compliance with the construction hours specified in the City's Municipal Code would result in construction noise impacts that are less than significant. While impacts would be considered less than significant as long as construction activities occur within the designated hours identified in the City's Municipal Code, mitigation measures have been identified to reduce the noise levels that would expose nearby sensitive receptors to noise levels in excess of the City's noise standards.

With adherence to the City's designated construction hours and with implementation of the proposed mitigation measures, potential short-term construction noise impacts would be reduced below the level of significance. (DEIR, pgs. 4.4-16 to 4.4-18)

6. Transportation

a. Existing Plus Project Roadway Segments

Potential Significant Impact: The EIR evaluated and concluded that two roadway segments are forecasted to exceed satisfactory levels of service in the existing plus project conditions.

Finding: Implementation of the following mitigation measures will reduce project-specific roadway segment impacts to less than significant:

4.5.6.1A. *Prior to the issuance of building permits, the project applicant shall participate in the City of Moreno Valley Development Impact (DIF) Fee Program and pay the project's fair share for local circulation improvements as outlined in the VIP Moreno Valley Project Traffic Study. The City shall ensure that the intersection and street improvements outlined in the VIP Moreno Valley Project Traffic Study will be constructed pursuant to the timeframes established by the City of Moreno Valley Development Impact Fee Program.*

4.5.6.1B. *Prior to the issuance of building permits, the project applicant shall participate in the County of Riverside Transportation Uniform Mitigation Fee (TUMF) Program and pay the project's fair share for regional circulation improvements. The City shall ensure that the intersection and street improvements outlined in the VIP Moreno*

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Valley Project Traffic Study will be constructed pursuant to the timeframe established by the County of Riverside TUMF Program.

Facts in Support of the Finding: According to Section 4.5 of the DEIR, Perris Boulevard north of Grove View Road (southbound); and Perris Boulevard south of South Project Driveway (northbound and southbound) are projected to operate at unsatisfactory levels of service in the existing plus project scenario. The DEIR determined that this roadway currently operates at unsatisfactory levels of service without the project. The City is currently in the process of implementing a Capital Improvement Project to widen Perris Boulevard from Cactus Avenue south to city limits. The improvement project will widen Perris Boulevard to a six-lane street section, consistent with the General Plan. The project is under construction and is scheduled to be completed in May 2013. The widening will encompass the improvements defined in the DEIR to improve operations of the roadway to the City's level of service standard and mitigate the Project's contribution to the impact. With implementation of the City's improvements to Perris Boulevard and implementation of **Mitigation Measures 4.5.6.1A and 4.5.6.1B** requiring that the Project applicant pay traffic impact fees, project-specific impacts will be reduced to less than significant levels. (DEIR, pgs. 4.5-18 to 4.5-19)

b. Year 2013 Cumulative With Project Conditions Intersection and Roadway Segments

Potential Significant Impact: The EIR evaluated and concluded that eleven intersections and four roadway segments are forecasted to exceed satisfactory levels of service in the year 2013 cumulative plus project conditions.

Finding: Implementation of the following mitigation measures will reduce the Project's contribution to cumulatively considerable intersection and roadway segment impacts to a less than significant level:

4.5.6.2A. *Prior to the issuance of occupancy permits, the project applicant shall have constructed the site access roadway improvements outlined below.*

Indian Street/South Project Driveway: Restripe to convert center turn lane on Indian Street to a two-way left-turn lane. This location does not meet a peak hour signal warrant. This is a site-adjacent improvement to be constructed by the project applicant.

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Facts in Support of the Finding: According to Section 4.5 of the DEIR, an intersection and roadway segment level of service analysis was conducted for the year 2013 cumulative with project condition to determine the Project's contribution to cumulative traffic impacts to local intersections and roadway segments. As identified in Table 4.5.E in the DEIR, the addition of Project traffic to the year 2013 cumulative scenario would result in conditions exceeding the established LOS standard at the following intersections:

- I-215 Southbound Ramps/Harley Knox Boulevard (a.m. and p.m. peak hours);
- I-215 Northbound Ramps/Harley Knox Boulevard (a.m. and p.m. peak hours);
- Indian Street/South Project Driveway (p.m. peak hour);
- Indian Street/Harley Knox Boulevard (a.m. and p.m. peak hours);
- Perris Boulevard/Gentian Avenue (a.m. and p.m. peak hours);
- Perris Boulevard/Iris Avenue (a.m. and p.m. peak hours);
- Perris Boulevard/Krameria Avenue (a.m. and p.m. peak hours);
- Perris Boulevard/Nandina Avenue (a.m. and p.m. peak hours);
- Perris Boulevard/Grove View Road (a.m. and p.m. peak hours);
- Perris Boulevard/South Project Driveway (a.m. and p.m. peak hours); and
- Perris Boulevard/Harley Knox Boulevard (a.m. and p.m. peak hours).

The Project contributes to the failure to meet the level of service standard at ten of the eleven intersections resulting in a significant cumulative impact. The unsatisfactory level of service at the Indian Street/South Project Driveway intersection is considered to be a Project-specific impact because the need for the intersection is exclusively for project access.

As identified in Table 4.5.E in the DEIR, the addition of Project traffic to the year 2013 cumulative scenario would result in conditions exceeding the established LOS standard at the following roadway segments:

- Harley Knox Boulevard west of Indian Street (eastbound and westbound);
- Indian Street south of South Project Driveway (northbound and southbound);
- Perris Boulevard north of Grove View Road (southbound only); and

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- Perris Boulevard south of South Project Driveway (northbound and southbound).

Section 4.5 of the DEIR identifies the improvements necessary to maintain the level of service standard at the intersections and roadways impacted in the year 2013 plus project condition. The roadway and intersection improvements are consistent with the City's General Plan and DIF program and are included in the County's TUMF program. A portion of the City's DIF is allocated toward funding improvements to the City's transportation system and the specific improvements are based on the General Plan Circulation Element.

The following improvements were identified in the DEIR to maintain or improve the operational level of service of the impacted intersections and roadways. The improvements required to maintain or to improve the level of service operations of transportation facilities affected by the project will be constructed through the City's DIF as supplemented by the County's TUMF program. The impact will occur in the future when traffic volumes at the impacted intersections and roadways reach the volumes projected for the Year 2013 Cumulative with Project traffic scenario. As part of its Capital Improvement Program (CIP), the City determines the timing of necessary roadway improvements based on periodic review of citywide traffic counts, traffic trends, and a review of traffic accidents. The project will participate with these programs as part of Mitigation Measures 4.5.6.1A and 4.5.6.1B. The list of improvements is as follows:

- I-215 Southbound Ramps/Harley Knox Boulevard: Restripe the left-most westbound through lane as a left-turn lane. Restripe the off-ramp to provide two left-turn lanes and a shared through/right-turn lane. This improvement is part of the TUMF program.

- I-215 Northbound Ramps/Harley Knox Boulevard: Restripe the northbound shared through/left-turn lane as a shared left-turn/through/right-turn lane. Add an eastbound free right-turn lane. This improvement is part of the TUMF program.

- Indian Street/Harley Knox Boulevard: Add an eastbound through lane. Provide overlap phasing for the southbound right-turn lane. These improvements are consistent with the City of Perris General Plan Circulation Element. This improvement is part of the TUMF program.

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- Perris Boulevard/Gentian Avenue: Add a southbound through lane. This improvement is consistent with the City of Moreno Valley's General Plan Circulation Element. Perris Boulevard/Iris Avenue: Add a second westbound left-turn lane and an eastbound right-turn lane. These improvements are consistent with the City of Moreno Valley's General Plan Circulation Element. This improvement is part of the City DIF and County TUMF programs.

- Perris Boulevard/Krameria Avenue: Add two southbound through lanes, a northbound through lane, and a northbound right-turn lane. These improvements are consistent with the City of Moreno Valley's General Plan Circulation Element. This improvement is part of the City DIF and County TUMF programs.

- Perris Boulevard/Nandina Avenue: Add a southbound through lane. This improvement is consistent with the City of Moreno Valley's General Plan Circulation Element. This improvement is part of the City DIF and County TUMF programs.

- Perris Boulevard/Grove View Road: Add a southbound through lane. This improvement is consistent with the City of Moreno Valley's General Plan Circulation Element. This improvement is part of the City DIF and County TUMF programs.

- Perris Boulevard/South This improvement is part of the City DIF and County TUMF programs.

- Project Driveway: Add a southbound through lane. This improvement is consistent with the City of Moreno Valley's General Plan Circulation Element. This improvement is part of City DIF and TUMF programs.

- Perris Boulevard/Harley Knox Boulevard: Add two southbound through lanes, one northbound through lane, a second eastbound left-turn lane, and overlap phasing for the southbound right-turn lane. These improvements are part of the TUMF program.

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- Harley Knox Boulevard west of Indian Street: Widen to a six-lane Divided Arterial. This improvement is consistent with the City of Perris General Plan Circulation Element. This improvement is part of the TUMF program.

- Indian Street south of South Project Driveway: Widen to a four-lane Undivided Arterial. This improvement is consistent with the City of Moreno Valley General Plan Circulation Element. This improvement is part of the City of Moreno Valley DIF and TUMF programs.

- Perris Boulevard north of Grove View Road: Widen to a six-lane Divided Arterial. This improvement is consistent with the City of Moreno Valley General Plan Circulation Element. This improvement is part of the City's DIF and TUMF programs.

- Perris Boulevard south of South Project Driveway: Widen to a six-lane Divided Arterial. This improvement is consistent with the City of Moreno Valley and City of Perris General Plan Circulation Elements. This improvement is part of the City of Moreno Valley DIF and County TUMF programs.

With implementation of these improvements, all intersections and roadway segments would operate at the applicable performance standard or better during peak hours for year 2013 cumulative with project conditions resulting in a less than significant impact.

The project will contribute toward these future intersection and roadway improvements to maintain the applicable level of service standard through payment of frees required as part of the DIF and TUMF programs. Because the impact will occur in the future when traffic volumes at the impacted intersections and roadways reach the volumes projected for the Year 2013 Cumulative with Project traffic scenario, the City will determine the implementation schedule of the necessary roadway improvements as part of the CIP. As part of its Capital Improvement Program (CIP), the City determines the timing of necessary roadway improvements based on periodic review of citywide traffic counts, traffic trends, and a review of traffic accidents. The CIP projects are funded by a variety of sources including the County TUMF program and the City's DIF program and general fund. (DEIR, pgs. 4.54-19 to 4.5-28)

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C. ENVIRONMENTAL IMPACTS NOT FULLY MITIGATED TO A LEVEL OF LESS-THAN-SIGNIFICANT

The Moreno Valley City Council finds the following environmental impacts identified in the EIR remain significant even after application of all feasible mitigation measures: agricultural resources (individually and cumulative), air quality (individually and cumulative), cumulative climate change and greenhouse gas emissions, transportation (existing plus project and cumulative). In accordance with CEQA Guidelines Section 15092(b)(2), the City Council of the City of Moreno Valley cannot approve the Project unless it first finds (1) under *California Public Resources Code* Section 21081(a)(3), and CEQA Guidelines Section 15091(a)(3), that specific economic, legal, social technological, or other considerations, including provisions of employment opportunities to highly trained workers, make infeasible the mitigation measures or Project alternatives identified in the EIR; and (2) under CEQA Guidelines section 15092(b), that the remaining significant effects are acceptable due to overriding concerns described in the CEQA Guidelines Section 15093 and, therefore, a statement of overriding considerations is included herein.

1. Agricultural Resources (Individual and Cumulative Impacts)

a. Conversion of State Designated Farmland

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project could impact 16.89 acres of Prime Farmland, 16.23 acres of Farmland of Local Importance, and 38.69 acres of Farmland of Local Importance.

Finding: Based on the entire record, this Council finds that this impact is potentially significant as there are no known feasible mitigation measures that could reduce this impact to a level of less than significant. Accordingly, Project-related impacts to state designated farmland will remain significant and unavoidable.

Facts in Support of the Finding: Section 4.1 of the DEIR identifies several potential agricultural conservation measures contained in the City's General Plan that include: enrolling productive agricultural land into a Williamson Act Contract; providing protection to ongoing agricultural operations from complaints and nuisance complaints from adjacent new development; protecting productive agricultural land subject to conversion through the purchase of or transfer of its development rights; purchasing conservation easements on existing agricultural land to ensure that

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the land is never converted to urban uses; and donating funds to a regional or statewide program that promotes and implements the use of agricultural land conservation easements.

The potential agricultural conservation measures identified in the DEIR are not considered to be feasible by the City for the following reasons:

Williamson Act Contracts: Williamson Act contracts are entered into voluntarily by property owners and the City cannot force owners to participate in this program. In addition, Williamson Act contracts will result only in temporary preservation of agricultural land since property owners have the option of non-renewal of these contracts at any time after the ten-year contract period ends. No such contracts exist on the property.

Protecting Existing Agricultural Operations: Providing protection for ongoing agricultural activities from new developments, such as buffers between agricultural operations and new development or requiring the notification and disclosure of agricultural activities to the purchasers adjacent properties, will not permanently protect agricultural land. There is usually a conflict that occurs when urban development is built adjacent to active agricultural land. Ultimately, there is pressure to convert the land to urban land uses.

Transfer of Development Rights, Conservation Easements, or Agricultural Conservation Bank: The purchase or transfer of development rights, purchase of conservation easements, or donation of funds to assist in the conservation of agricultural land would need to be implemented to ensure the preservation of agricultural land. Farming of the project site stopped over seven years ago. As stated previously, the City anticipates the conversion of agricultural land within the City and does not set aside land for permanent preservation. The current General Plan does not include any agricultural designations. The City allows agricultural uses in all land use designations as an interim use until such time as the land is developed per the vision identified in the General Plan. One of the goals stated in the City's recent General Plan is the "…orderly conversion of agricultural lands." For this reason, the City expects that the majority of the land within the City will be converted to urban uses, although some agriculture will continue as interim uses, as allowed by the City's Development Code for all zoning categories. The existing and continued reduction in productive agricultural operations within the City is produced by several factors including; urbanization in the City and Inland Empire resulting in dramatically increasing land prices; high water and labor costs; environmental regulation (e.g., insects, odors, groundwater contamination, and solid waste removal); and competition from

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Kern County and the Central Valley with lower land costs and reduced regulations. (DEIR, pgs. 4.1-10 to 4.1-14)

The purchase of agricultural conservation easements is "economically infeasible" "[b]ased on the higher costs associated with land, water and labor, increased environmental regulation, and competition from neighboring regions where agricultural operations are less costly; thus, resulting in an inability to make farming profitable. The site has been planned for industrial uses since 1987, the City has recognized that the conversion of agricultural land under its jurisdiction is an eventual and expected outcome of current and future growth and the current General Plan does not include any agricultural designations; therefore mitigation for the loss of is not required. An easement does not compensate for the impact by replacing or providing substitute resources or environments (i.e., the easement would not create any new farmland where no farmland presently exists). See Fourth District Court of Appeal, Cherry Valley Pass Acres and Neighbors v. City of Beaumont (2010) 190 Cal.App.4th 316 (Cherry Valley). (See FEIR, p. 57, emph. add.)

The City has determined that these measures are economically infeasible and that they are contrary to the City's vision (as stated in its General Plan) for the Project site and alternative mitigation has not been identified.

b. Conversion of Farmland to a Non-Agricultural Use

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project would result in the development of industrial uses on land that has historically been utilized for sod production.

Finding: Based on the entire record, this Council finds that this impact is potentially significant as there are no known feasible mitigation measures that could reduce this impact to a level of less than significant. Accordingly, Project-related impacts from the conversion of farmland to a non-agricultural use will remain significant and unavoidable.

Facts in Support of the Finding: According to Section 4.1 of the DEIR, the Project site has historically been in agricultural production and was most recently used to grow sod, and the sod production ceased operations in in August 2005 and has not been in agricultural production since that time. The conversion of the Project site to a non-agricultural use is a result of various economic and demographic factors. Increased cost for water and a continuing demand for housing and other development in the City and region are the primary reasons for this agricultural land conversion. A LESA model was also used to evaluate the site. It was determined that the Project LESA score is

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64.38, which is considered significant. The Project would convert land that was previously used for agriculture. However, the Project is a logical extension of development in the City and does not create leapfrog development or islands of agricultural land that would be difficult to farm. The City recognizes development pressures within the City, and that these pressures will increase as the City continues to build out. Additionally, while the Project would not directly cause the conversion of adjacent agricultural land to non-agricultural uses because in has lied fallow for seven years, it would contribute to development pressure within the City that could potentially lead to the conversion of agricultural land off site. However, as stated in the previous discussion of these Findings regarding the conversion of state designated farmland, the City has determined the agricultural conservation measures identified by the City are economically infeasible and that they are contrary to the City's vision (as stated in its General Plan) for the Project site and alternative mitigation has not been identified. (DEIR, pgs. 4.1-10 to 4.1-15)

c. Cumulative Agricultural Resource Impacts

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project would have a significant cumulative impact on agricultural resources in Riverside County.

Finding: Based on the entire record, this Council finds that this impact is potentially significant as there are no known feasible mitigation measures that could reduce this impact to a level of less than significant. Accordingly, Project-related impacts to cumulative state designated farmland will remain significant and unavoidable.

Facts in Support of the Finding: According to Section 4.1 of the DEIR, the Project-related impacts to Farmland of Statewide Importance and the conversion of agricultural land to a non-agricultural use cannot be mitigated through a local or regional program to mitigate impacts to agricultural resources. As stated previously, the City does not maintain a General Plan or zoning designation for agricultural uses and there are no Project-level feasible mitigation measures that would help reduce cumulative impacts. During the last reporting period (2006–2008), 6,540 acres of Prime Farmland, 2,366 acres of Farmland of Statewide Importance, and 8,873 acres of Farmland of Local Importance were converted to other uses. The cumulative effect of development in the region will continue to result in the conversion of agricultural lands to non-agricultural uses. Because agricultural land, including Prime Farmland, Farmland of Statewide Importance, and Farmland of Local Importance is a finite resource, the conversion of approximately 71 acres to industrial uses, combined with planned and future

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development in the City and region, represents a significant cumulative impact to agricultural operations and resources. (DEIR, pg. 4.1-16) As stated in the previous discussion of these Findings regarding the conversion of state designated farmland and conversion of agricultural land to a non-agricultural use, the City has determined the agricultural conservation measures identified by the City are economically infeasible and that they are contrary to the City's vision (as stated in its General Plan) for the Project site and alternative mitigation has not been identified.

2. Air Quality (Project-Specific and Cumulative Impact)

a. Short-Term Construction Emissions

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project's construction source emissions would temporarily exceed SCAQMD regional and localized significance thresholds, thereby potentially violating an air quality standard or contributing to an existing or projected air quality.

Finding: Based on the entire record, this Council finds that this impact is potentially significant but will be reduced to the extent feasible through mitigation measures. The Council finds that **Mitigation Measures 4.2.6.1A through 4.2.6.1T** are incorporated into the MMRP for the Project, and will be implemented as specified therein. However, the Council finds that even with application of the following mitigation measures, construction emissions-related air quality impacts are considered significant and unavoidable.

4.2.6.1A *Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall place construction equipment staging areas at least 200 feet away from sensitive receptors. Contract specifications shall be included in the project construction documents, which shall be reviewed by the City.*

4.2.6.1B *Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall utilize power sources (e.g., power poles) or clean-fuel (e.g., fuel other than diesel or gasoline) generators. Contract specifications shall be included in the project construction documents, which shall be reviewed by the City.*

4.2.6.1C *Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall utilize California Air Resources Board*

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(CARB) Tier II Certified equipment or better during the rough/mass grading phase for the following pieces of equipment: rubber-tired dozers and scrapers. Contract specifications shall be included in the project construction documents, which shall be reviewed by the City.

4.2.6.1D *All clearing, grading, earthmoving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.*

4.2.6.1E *The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.*

4.2.6.1F *The contractor shall ensure that traffic speeds on unpaved roads and project site areas are reduced to 15 miles per hour or less to reduce PM_{10} and $PM_{2.5}$ fugitive dust haul road emissions. Speed limit signs (15 mph maximum) shall be posted at entry points to the project site, and along any unpaved roads providing access to or within the project site and/or any unpaved designated on-site travel routes.*

4.2.6.1G *Groundcover shall be replaced, and/or non-toxic soil stabilizers shall be applied (according to manufacturers' specifications) to any inactive construction areas (previously graded areas inactive for ten days or more).*

4.2.6.1H *The contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper tune according to manufacturer's specifications and during smog season (May through October) by not allowing construction equipment to be left idling for more than five minutes (per California law).*

4.2.6.1I *The contractor shall ensure use of low-sulfur diesel fuel in construction equipment as required by the California Air Resources Board (CARB) (diesel fuel with sulfur content of 15 ppm by weight or less).*

4.2.6.1J *If available, the project applicant shall use "Low-Volatile Organic Compounds" paints, coatings, and solvents with a VOC content lower than required under Rule 1113 (not to exceed 150 grams/liter; 1.25 pounds/gallon). High Pressure Low Volume (HPLV) applications of paints, coatings, and solvents shall be consistent with*

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South Coast Air Quality Management District Rule 1113. Alternatively, the project applicant shall use materials that do not require painting or are pre-painted.

4.2.6.1K *Grading plans, construction specifications and bid documents shall also include the following notations:*

- *Off-road construction equipment shall utilize alternative fuels where feasible e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty;*
- *Gravel pads shall be provided at all access points to prevent tracking of mud onto public roads;*
- *Install and maintain trackout control devices at all access points where paved and unpaved access or travel routes intersect;*
- *The contractor or builder shall designate a person or person(s) to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust off site;*
- *The contractor or builder shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The contact person shall take corrective action within 24 hours;*
- *High-pressure injectors shall be provided on diesel construction equipment where feasible;*
- *Engine size of construction equipment shall be limited to the minimum practical size;*
- *Substitute gasoline-powered for diesel powered construction equipment where feasible;*
- *Use electric construction equipment where feasible;*
- *Install catalytic converters on gasoline-powered equipment where feasible;*
- *Ride-sharing program for the construction crew shall be encouraged and shall be supported by contractor(s) via incentives or other inducement;*

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- *Documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs;*
- *Lunch vendor services shall be permitted on site during construction to minimize the need for off-site vehicle trips;*
- *All forklifts used during construction and in subsequent operation of the project shall be electric or natural gas powered; and*
- *Suspend use of all construction equipment operations during second stage smog alerts.*

4.2.6.1L *Throughout project construction, a construction relations officer/community liaison, appointed by the Applicant, shall be retained on-site. In coordination and cooperation with the City, the construction relations officer/community liaison shall respond to any concerns related to PM_{10} (fugitive dust) generation or other construction-related air quality issues within one working day.*

4.2.6.1M *All project entrances shall be posted with signs which state:*

- *Truck drivers shall turn off engines when not in use;*
- *Diesel delivery trucks servicing the project shall not idle for more than three (3) minutes; and*
- *Telephone numbers of the building facilities manager and CARB, to report violations.*

4.2.6.1N *When materials are transported off-site, all material shall be covered, effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained.*

4.2.6.1O *All streets shall be swept at least once a day using SCAQMD Rule 1186 certified street sweepers utilizing reclaimed water trucks if visible soil materials are carried to adjacent streets.*

4.2.6.1P *Any vegetative cover to be utilized onsite shall be planted as soon as possible to reduce the disturbed area subject to wind erosion. Irrigation systems required for*

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these plants shall be installed as soon as possible to maintain good ground cover and to minimize wind erosion of the soil.

4.2.6.1Q *Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow.*

4.2.6.1R *All roadways, driveways, sidewalks, etc., should be completed as soon as possible. In addition, building pads should be laid as soon as possible after grading unless seeding or soil binders are used.*

4.2.6.1S *Implement activity management techniques including a) development of a comprehensive construction management plan designed to minimize the number of large construction equipment operating during any given time period; b) scheduling of construction truck trips during non-peak hours to reduce peak hour emissions; c) limitation of the length of construction work-day period; and d) phasing of construction activities.*

4.2.6.1T *Reroute construction trucks away from congested streets and sensitive receptor areas.*

These measures shall be enforced by the on-site facilities manager (or equivalent.

Facts in Support of the Finding: Even after compliance with applicable SCAQMD Rules and implementation of **Mitigation Measures 4.2.6.1A through 4.2.6.1T**, Project construction activities would temporarily exceed SCAQMD regional and localized emissions thresholds for oxides of nitrogen (NO_x) and particulate matter (PM_{10} and $PM_{2.5}$). (See DEIR Tables 4.2-I and 4.2-J) Project construction-related emissions in exceedance of SCAQMD's regional and localized significance thresholds are therefore determined to be significant and unavoidable air quality impacts notwithstanding mitigation. (DEIR, pgs. 4.2-19 through 4.2-25). Additional mitigation measures were considered and determined to be infeasible based on the facts in the staff report and in the FEIR Response to Comments D-34 (FEIR, pgs. 64-69).

b. Long-Term Operational Emissions

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project could potentially exceed applicable daily thresholds for operational activities.

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Finding: Based on the entire record, this Council finds that this impact is potentially significant but will be reduced to the extent feasible through mitigation measures. The Council finds that **Mitigation Measures 4.2.6.3A and 4.2.6.3B** is incorporated into the MMRP for the Project, and will be implemented as specified therein. However, the Council finds that even with application of these mitigation measures, long term construction emissions-related air quality impacts are considered significant and unavoidable.

4.2.6.3A *Prior to issuance of the first building permit, building and site plan designs shall ensure that the project's energy efficiencies surpass applicable 2008 California Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City. The following combination of design features may be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent:*

- *Exceed California Title 24 Energy Efficiency performance standards for water heating and space heating and cooling, as deemed acceptable by the City.*
- *Increase in insulation such that heat transfer and thermal bridging is minimized.*
- *Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption.*
- *Incorporate dual-paned or other energy efficient windows.*
- *Incorporate energy efficient space heating and cooling equipment.*
- *Use interior and exterior energy efficient lighting which exceeds the California Title 24 Energy Efficiency performance standards, as deemed acceptable by the City. Use automatic devices to turn off lights when they are not needed.*
- *To the extent that they are compatible with landscaping guidelines established by the City, use shade-producing trees, particularly those that shade paved surfaces such as streets and parking lots and buildings at the project site.*
- *Use paint and a surface color palette for the project emphasizing light and off-white colors which reflect heat away from the buildings.*

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- *Install a photovoltaic array (solar panels) or other source of renewable energy generation on-site, or otherwise acquire energy from the local utility that has been generated by renewable resources, to meet the project's office electricity needs.*
- *Reduce energy demand associated with potable water conveyance using the following:*
  - *Landscaping palette emphasizing drought-tolerant plants;*
  - *Use of water-efficient irrigation techniques; and,*
  - *U.S. EPA Certified WaterSense labeled for equivalent faucets, high-efficiency toilets (HETs), and water-conserving shower heads.*
- *Provide secure, weather-protected, on-site bicycle storage/parking.*
- *Provide on-site showers (one for males and one for females). Lockers for employees shall be provided.*
- *Establish a Transportation Management Association (TMA). The TMA will coordinate with other TMAs within the City to encourage and coordinate carpooling among building occupants. The TMA will advertise its services to building occupants, and offer transit and/or other incentives to reduce GHG emissions. A plan will be submitted by the TMA to the City within two months of project completion that outlines the measures implemented by the TMA, as well as contact information.*
- *Provide preferential parking for carpools, vanpools or other alternative fuel vehicles. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to final site plan approval, delineate preferential parking for carpools and vanpools on the project site plan.*
- *Provide at least two electric vehicle charging stations. Locations and configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, delineate stub outs for charging stations on the project building plans.*

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- *Implement compressed workweek schedules.*
- *Achieve at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers until it reaches a minimum of 90% of all long haul trips carried by SmartWay 1.0 or greater carriers.*
- *Achieve at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers.*
- *Use of fleet vehicles conforming to 2010 air quality standards or better.*
- *Installation of catalytic converters on gasoline-powered equipment.*
- *Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets;*
- *Establishment and use of carpool/vanpool programs, complemented by parking fees for single-occupancy vehicles;*
- *Provision of preferential parking for EV and CNG vehicles;*
- *Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance;*
- *Use of electric (instead of diesel or gasoline-powered) yard trucks;*
- *Use of SmartWay 1.25 rated trucks.*
- *Provide a display case or kiosk displaying transportation information including the RTA bus schedule in a prominent area accessible to employees.*
- *Use landscape maintenance companies that use battery powered or electric equipment or contract only with commercial landscapers who operate with equipment that complies with the most recent California Air Resources Board certification standards, or standards adopted no more than three years prior to date of use or any combination of these two themes.*

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4.2.6.3B *The project shall be designed to facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills by providing easily accessible areas that are dedicated to the collection and storage of recyclable materials including: paper, cardboard, glass, plastics, and metals. Locations of proposed recyclable materials collection areas are subject to review and approval by the City. Prior to Final Site Plan approval, locations of proposed recyclable materials collection areas shall be delineated on the project site plan.*

Facts in Support of the Finding: Even after compliance with applicable SCAQMD Rules and implementation of **Mitigation Measures 4.2.6.3A and 4.2.6.3**B, Project operational activities will exceed SCAQMD daily emissions thresholds for ROG, NO_x, CO, and PM_{10}. (DEIR Table 4.2.K) Project operational-related impacts that exceed long-term, operational emissions thresholds are therefore determined to be significant and unavoidable air quality impacts notwithstanding mitigation. (DEIR, pgs. 4.2-26 to 4.2.28) Additional mitigation measures were considered and determined to be infeasible based on the facts in the staff report and in the FEIR Response to Comments D-45 (FEIR, pgs. 71-76).

c. Cumulative Air Quality Impacts

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project could potentially result in a cumulatively considerable net increase of criteria pollutants for which the project region is in non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors).

Finding: Based on the entire record, this Council finds that this impact is potentially significant as there are no known feasible mitigation measures that could reduce this impact to a level of less than significant. Accordingly, Project-related impacts cumulative air quality impacts will remain significant and unavoidable.

Facts in Support of the Finding: Included in Section 4.2 of the DEIR, Table 4.2.K indicates that the long-term operation of the Project would contribute to long-term regional air pollutants despite implementation of mitigation measures. The Basin is in nonattainment for NO_X, PM_{10}, $PM_{2.5}$, and ozone at the present time; therefore, the operation of the Project would exacerbate nonattainment of air quality standards within the Basin and contribute to adverse cumulative air quality impacts.

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Implementation of the Project would unavoidably contribute to significant long-term cumulative air quality impacts. (DEIR, pg. 4.2-29)

3. Climate Change and Greenhouse Gas

a. Cumulative Impacts of Climate Change and Greenhouse Gas

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project could have a cumulative impact related to climate change and greenhouse gas emissions.

Finding: Based on the entire record, this Council finds that the Project's impacts related to climate change and greenhouse gas emissions is potentially significant but will be reduced to the extent feasible through mitigation measures. The Council finds that **Mitigation Measures 4.2.6.3A, 4.3.6.1A, 4.3.6.1B, and 4.3.6.1C** are incorporated into the MMRP for the Project, and will be implemented as specified therein. However, the Council finds that even with application of these mitigation measures, long term construction emissions-related air quality impacts are considered significant and unavoidable.

4.3.6.1A *Prior to the issuance of building permits, the project applicant shall provide evidence to the City of Moreno Valley that building features have been incorporated in building plans as required by Title 24 of the California Code of Regulations. These features include but are not limited to the following:*

- *Exterior windows in the office areas shall utilize window treatments for efficient energy conservation.*
- *Per CALGreen Code requirements, water-efficient fixtures and appliances, including but not limited to low-flow faucets, dual-flush toilets minimizing water consumption by 20 percent from the Building Standards Code baseline water consumption shall be used.*
- *Per CALGreen Code requirements, a Commissioning Plan shall be prepared and all building systems (e.g., heating, ventilation, and air-conditioning [HVAC], irrigation systems, lighting, water heating) shall be commissioned by the Commissioning Authority.*

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- *Per CALGreen Code, restrict watering methods (e.g., prohibit systems that apply water to non-vegetated surfaces) and control runoff.*

4.3.6.1B *Prior to the issuance of building permits, the project applicant shall provide evidence to the City of Moreno Valley that the following measures have been be incorporated into the design and construction of the project:*

- *Encourage use of locally produced and/or manufactured building materials for at least 10 percent of the construction materials used for the project.*
- *Encourage use of "Green Building Materials," such as those materials that are resource efficient, and recycled and manufactured in an environmentally friendly way, for at least 10 percent of the project.*
- *Limit unnecessary idling of construction equipment. A reduction in equipment idling would reduce fuel consumption, and therefore, GHG emissions.*
- *Maximize the use of electricity from the power grid by replacing diesel- or gasoline-powered equipment where feasible. This would reduce GHG emissions because electricity can be produced more efficiently at centralized power plants.*
- *Design the project building to exceed the California Building Code's (CBC) 2008 Title 24 energy standard by 20%, including, but not limited to, any combination of the following:*
    - *Increase insulation such that heat transfer and thermal bridging is minimized.*
    - *Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption.*
    - *Incorporate ENERGY STAR or better rated windows in the office area, space heating and cooling equipment, light fixtures, appliances, or other applicable electrical equipment in the office areas.*

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- *Provide a landscape and development plan for the project that takes advantage of shade, prevailing winds, and landscaping. The landscaping plan shall be prepared by a registered landscape architect who will consider the following:*
    - *Plant at least 50 percent low-ozone forming potential (Low-OFP) trees and shrubs, preferably native, drought-resistant species, to meet city/county landscaping requirements.*
    - *Plant Low-OFP, native, drought-resistant, tree and shrub species, 20% in excess of that already required by city or county ordinance. Consider roadside, sidewalk, and driveway shading.*
- *Install efficient lighting and lighting control systems. Use daylight as an integral part of the lighting systems in buildings.*
- *Install light-colored "cool" roof and cool pavements.*
- *Install energy-efficient heating and cooling systems, appliances and equipment, and control systems.*
- *Install solar or light-emitting diodes (LEDs) for outdoor lighting.*
- *Install electrical outlets on the exterior walls of the warehouse/office building (and perhaps parking lots) to promote the use of electric landscape maintenance equipment.*

4.3.6.1C *Prior to the issuance of occupancy permits, the project applicant shall provide evidence to the City of Moreno Valley that the following measures have been incorporated into the operation of the project:*

- *The project applicant shall use low Global Warming refrigerants or natural refrigerants (ammonia, propane, carbon dioxide [CO2]) for refrigeration and fire suppression equipment.*
- *Provide vegetative or man-made exterior wall shading devices for east-, south-, and west facing walls with windows in the office areas.*

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- *Devise a comprehensive water conservation strategy appropriate for the project and its location. The strategy may include the following, plus other innovative measures that may be appropriate:*
- *Install drought tolerant plants for landscaping.*
- *Use reclaimed water for landscape irrigation within the project. Install the infrastructure to deliver and use reclaimed water.*
- *Install water-efficient irrigations systems, such as weather-based and soil-moisture-based irrigation controllers and sensors for landscaping according to the California Department of Water Resources Model Efficient Landscape Ordinance.*
- *Provide employee education about reducing waste and available recycling services.*

4.3.6.1D *The building roof shall be designed and constructed to accommodate future solar panels.*

4.3.6.1E *The project shall be designed and constructed to meet LEED Silver (as of July 12, 2012) or comparable design standards.*

Facts in Support of the Finding: According to Section 4.3 of the DEIR, the Project is consistent with the strategies to reduce California's emissions to the levels proposed in Executive Order S-3-05. However, the Project's GHG emission contribution would result in a cumulative impact regarding climate change and greenhouse gas emissions and the cumulative impacts of the Project on climate change and greenhouse gas emissions are considered to be significant and unavoidable (DEIR, pgs. 4.3-21 - 4.3-27). Additional mitigation measures were considered and determined to be infeasible based on the facts in the staff report and the FEIR Response to Comments D-45 and E-51 (FEIR pgs 71-76 and 125-127). In addition carbon-offsets as mitigation was considered and determined to be infeasible because:

- California has not established any generally applicable standards for requiring offsets for GHG emissions; and

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- Most cities and counties in California have not required offsets for GHG emissions on projects of the scale of the proposed project. Since this is a cumulative rather than a project level impact, mitigation for the cumulative level impact will be ineffective unless it is applied to all the cumulative projects.

Using such carbon offsets to mitigate for cumulative impacts is fraught with uncertainty. As the comment implies ("… offsets purchased are real…"), but there is considerable controversy regarding whether offsets that are available today will actually mitigate this cumulative effect.

First, it requires an accurate measure of the emissions to be offset and the offsets to be provided. That calculation turns out to be riddled with uncertainty on both ends. As noted above in the example cited by the commenter, this initial offset of $7 million for the Rodeo refinery was later reduced to $4.4 million due to revised calculations of GHG emissions. The UN's Intergovernmental Panel on Climate Change found a margin of error of 10% with measuring emissions from making cement or fertilizer; 60% with the oil, gas and coal industries; and 100% with some agricultural processes.

Second, the provision of offsets requires an accurate measure of the carbon saved elsewhere. Most of the earliest offset projects involved planting trees, which naturally ingest carbon, a complex and unpredictable process which forbids accurate measurement.

Finally, the very idea of offsetting relies on what is known as additionally - evidence that a carbon reduction would not have occurred in the natural order of commercial life. For example, one of the biggest UK companies that sells offsets, Climate Care, distributed 10,000 energy-efficient light bulbs in a South African township; offered the carbon reductions as offsets; and then discovered that an energy company was distributing the same kind of light bulbs free to masses of customers, including their township, so the reduction would have happened anyway.

To accurately calculate the amount of credit for each of the above actions, the offset program must make a number of critical assumptions:

- What is the baseline of emissions for the existing facilities that would be retrofitted to reduce their energy consumption? Would they ultimately be retrofitted in any case, thus limiting the

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actual resulting reduction in GHG emissions?

- Is the development of the alternative energy source actually dependent on the external funding provided by the offset? Or is the alternative energy developer simply achieving another subsidy?

- How much extra energy (and GHG emissions) is required to construct the alternative energy facility? What period of time should this be amortized over? For example, the development of the California High Speed Rail Project is estimated to reduce energy consumption in the long run. However, the extra energy involved with construction is estimated to have a 40 year payback.

As such, the actual amount of mitigation provided by an offset program can be speculative, based upon the actual performance of the program.

While the above cited issues with offsets are problematic, even if they are successful, they are based upon the assumption that a 1:1 reduction in emissions will actually result in the same reduction in global CO2 values. This static analysis fails to take into account the dynamic nature of energy consumption worldwide. When energy consumption (a proxy for GHG emissions) is reduced in one location, there are powerful economic reasons to assert that the same energy consumption (GHG emissions) will simply be shifted to another location.

There is a global marketplace for fossil fuel energy based upon a market between buyers and sellers. The sellers, those who own the sources and production of fossil fuel energy, have a powerful economic interest to keep and increase their income stream from the production of fossil fuels.

To the extent that the actions cited above as potential offset measures, in combination with other conservation measures, reduce the demand for fossil fuels in the countries where they are implemented, the owners of these fossil fuel supplies will still want to preserve and enhance their income as much as possible. And there is a large unmet need (unmet as defined by consumer actions) for increased energy consumption in developing countries. For example the average annual energy consumption of a citizen of China or sub-Saharan Africa, at 4.5 metric tons, is far less than that of the

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average US citizen, at 20 metric tons. To the extent that the US and other countries reduce energy consumption based upon energy efficiency measures, the owners of fossil fuel resources will seek to sell the same energy, perhaps at a lower price, to the less developed countries. If the energy is sold at a lower price, then more energy would need to be sold to generate the same income, and the resulting energy consumption and GHG emissions could actually increase.

There is uncertainty regarding the efficacy, reliability and legal standing of carbon off-sets at this time. For this reason, such mitigation is considered to be infeasible.

4. Transportation

a. Existing Plus Project and Cumulative Plus Project Freeway Segments and Freeway Merge/Diverge Areas

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project would contribute to two freeway merge/diverge areas failing to maintain the level of service standard in the existing plus project condition. The EIR evaluated and concluded that the Project would contribute to four freeway segments and merge diverge areas failing to maintain the level of service standard in the year 2013 plus project condition.

Finding: Based on the entire record, this Council finds that this impact is potentially significant as there are no known feasible mitigation measures that could reduce this impact to a level of less than significant. Accordingly, Project-related impacts to freeway segments will remain significant and unavoidable.

Facts in Support of the Finding: As indicated in Section 4.5 of the DEIR, the following two freeway segments are projected to operate at unsatisfactory levels of service in the existing plus project analysis:

- Harley Knox Boulevard Off-Ramp (diverge area) at Southbound I-215 (a.m. peak hour); and
- Harley Knox Boulevard On-Ramp (merge area) at Southbound I-215 (a.m. peak hour).

The following four freeway segments and freeway merge/diverge areas are projected to operate at unsatisfactory levels of service in the cumulative year 2013 plus project analysis:

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- Freeway segment north of Harley Knox Boulevard (a.m. peak hour);
- Harley Knox Boulevard Off-Ramp (diverge area) at Southbound I-215 (a.m. and p.m. peak hours);
- Harley Knox Boulevard On-Ramp (merge area) at Southbound I-215 (a.m. peak hour); and
- Freeway segment south of Harley Knox Boulevard (a.m. peak hour).

Improvements to affected freeway segments are outside the City's jurisdiction. Since the City has no control over when and how these improvements will be in place, impacts associated with these identified freeway segments would remain significant and unavoidable until such improvements are constructed. (DEIR, pgs. 4.5-18 4.5-28)

D. ADEQUACY OF THE RANGE OF PROJECT ALTERNATIVES

The EIR analyzed four alternatives to the Project as proposed, and evaluated these alternatives for their ability to meet the Project's objectives as described in Section II.B above. CEQA requires the evaluation of a "No Project Alternative" to assess a maximum net change in the environment as a result of implementation of the Project. The No Project Alternative, referred to as the No Project/Existing Zoning Alternative, makes a reasoned assessment as to the future development of the subject site should the Project under consideration not be developed yet the site would be developed in a similar manner to the Project and consistent with existing zoning for the site. A Reduced Intensity Alternative, a Commercial Center (mixed retail/office) Alternative, and an Off-site Alternative were also selected for analysis. CEQA requires the evaluation of alternatives that can reduce the significance of identified impacts and "feasibly attain most of the basic objectives of the Project." Thus, in order to develop a range of reasonable alternatives, the Project Objectives must be considered when this Council is evaluating the alternatives.

1. Alternative 1 – No Project/Existing Zoning Alternative

Description: The No Project/Existing Zoning Alternative (hereinafter referenced as the "No Project" Alternative), considers the environmental conditions that would occur if the subject site were developed consistent with its existing Specific Plan 208 zoning designation, consisting of an underlying land use of Business Park/Industrial. To allow for quantified comparison of potential

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impacts, the No Project Alternative was assumed to result in the development of approximately 1,420,000 square feet of industrial warehouse uses on approximately 63 acres and approximately 180,000 square feet of commercial service uses on approximately 8 acres as would be allowed under the existing zoning and land use designations. The commercial service component of this alternative would be located along the frontage of Perris Boulevard while the industrial warehouse uses would occupy the remaining portion of the site. (DEIR, pg. 6-12)

Impacts: The No Project Alternative, as referenced in Section 6.0 of the DEIR, would result in similar impacts when compared to the Project. Similar to the Project, the No Project Alternative would result in less than significant impacts in the following areas: Aesthetics; Williamson Act Contracts/Agricultural Zoning and Forestry Resources; Biological Resources; Cultural Resources; Geology and Soils; Hazards and Hazardous Materials; Hydrology and Water Quality; Land Use; Mineral Resources; Noise; Population and Housing; Public Services; Recreation and Parks; and Utilities and Service Systems. The Project's significant and unavoidable agricultural impacts, air quality impacts, climate change and GHG impacts, and transportation impacts would also occur in the same manner as the proposed project. However, under the No Project Alternative, potential air quality, climate change, and traffic/transportation impacts would be greater than the proposed project because of the higher trip generation potential of the commercial uses.

Objectives: Under the No Project Alternative, the subject site would develop in a similar manner as the Project, and most of the Project Objectives would be achieved. However, the objectives specifically oriented towards warehouse and industrial uses would be met at a reduced level due to the commercial component included in this Alternative.

Finding: Under the No Project Alternative, the project site would be developed with approximately 1,420,000 square feet of industrial warehouse uses on approximately 63 acres and approximately 180,000 square feet of commercial service uses on approximately 8 acres. This Alternative would result in the same significant and unavoidable impacts associated with agricultural resources, air quality, climate change and greenhouse gases, and traffic that have been identified within the DEIR. However, potential air quality, climate change, and traffic/transportation impacts would be greater than the proposed project because of the higher trip generation potential of the commercial uses. Because the No Project Alternative results in an increase in potential significant and unavoidable impacts in comparison to the Project, the City Council hereby rejects the No Project Alternative.

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2. Alternative 2 – Reduced Intensity Alternative

Description: The Reduced Intensity Alternative assumes the same general land use type as the Project, but at a development intensity scoped to reduce the extent of regional threshold exceedances for air pollution and greenhouse gas emissions that would otherwise result from the Project. In that the same type of development is proposed, most if not all the Project Objectives would be achieved to a certain extent but at a reduced level. Implementation of the Reduced Intensity Alternative would yield approximately 1,212,100 square feet of development, a reduction of approximately 25 percent or approximately 434,033 square feet, when compared to the approximately 1,616,133 square-foot Project analyzed in the EIR.

Impacts: Under the Reduced Intensity Alternative, impacts related to agricultural resources would be similar to the Project as the same amount of land would be disturbed. Similarly, impacts related to short-term construction-related air quality would be similar to the Project as the same amount of land would be disturbed and the same mix of equipment would be utilized. Because of the decrease in vehicle trips achieved under this alternative, impacts to the operation of local roadways and intersections would be proportionally reduced from what was identified for the Project; however, long-term traffic impacts to state freeway segments and merge/diverge areas would remain significant and unavoidable. Long-term operational-related air quality impacts would be reduced in magnitude when compared to the Project but would remain significant and unavoidable. Impacts associated with the generation of greenhouse gas emissions would also be reduced proportionate to the reduction in building area in comparison to the proposed project, but would remain significant and unavoidable.

Objectives: : The Reduced Intensity Alternative (environmentally superior alternative) will result in reduced air pollution and greenhouse gas (GHG) emissions but the significance of these impacts remain significant and unavoidable for air quality, global climate change, and traffic in the same manner as the proposed project. The significant and unavoidable project impacts associated with GHG emissions and traffic cannot be reduced to less than significant though reduction in the size of the project. The significant and unavoidable project impacts associated with air quality can be eliminated if the project is reduced to approximately 90,000 square feet (based on a linear reduction in the project's 990 pounds per day of operational NO_x emissions to below the 55 pounds per day threshold). The Reduced Intensity Alternative would, to some degree, realize the Project Objectives as follows:

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- Create employment-generating opportunities for the citizens of Moreno Valley and surrounding communities;
- Encourage industrial development as attractive and productive uses while minimizing conflicts with the surrounding existing uses;
- Encourage warehouse distribution services that take advantage of the area's close proximity to various freeways and transportation corridors;
- Provide the infrastructure improvements required to meet project needs in an efficient and cost-effective manner;
- Encourage new development consistent with the capacity and municipal service capabilities;
- Provide a high-quality large-scale industrial development to provide jobs for residents at a variety of income levels;
- Facilitate the efficient and cost-effective movement of goods in and through the City, which, in turn, allows the City to compete economically on a domestic and international scale;
- Provide an industrial warehouse facility that meets the substantial and unmet demands of businesses located in the City and County;
- Cluster industrial warehouse uses near efficient access points to the state highway system to reduce traffic congestion on surface streets and to reduce associated air pollutant emissions from vehicle sources;
- Implement the City's General Plan Industrial/Business Park Land Use designations that are applicable to the site;
- Accommodate new development that channels land uses in a phased, orderly manner and is coordinated with the provision of necessary infrastructure and public improvements;
- Provide new development that will assist the City in obtaining fiscal balance in the years and decades ahead; and

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- Address community circulation, both vehicular and pedestrian, utilizing available capacity within the existing circulation system, and provide fair share improvements to various future-year deficient intersections or road segments.

However, because the scale of the development would be diminished under the Reduced Density Alternative, the resulting generation of sales tax, the number of jobs created, and potential second tier economic benefits to the City and region (e.g. wholesale/retail support sales; temporary and long-term construction jobs, and facilities maintenance employment opportunities) would likely be reduced when compared to the Project.

The applicant is selling the property at a price that reflects the current market value for similar industrial-zoned properties in this region. The value of warehouse/industrial property is typically based on an assumed minimum building coverage (FAR) of 50%. The subject project FAR (51.5%) supports the seller's price for the land while meeting the minimum return on investment required to finance the development. The economic viability of the reduced density alternate has been studied which assumes a 25% reduction in FAR or approximately 404,033 square feet. This would result in a 38.6% FAR for the Reduced Density Alternative. The financial analysis for the reduced density project demonstrates that the project is not economically feasible. The estimated net proceeds after costs drop 73% when compared with the original project. Further, the Internal Rate of Return (IRR), commonly used as a metric to finance the real estate, plunges by nearly 60% for the less-dense alternative. This financial analysis demonstrates that the reduced density project alternative is not economically viable when industry standard development costs and minimum thresholds for financing are analyzed.

Finding: Under the Reduced Intensity Alternative, a light industrial warehouse/ distribution facility reduced by approximately 25 percent (or 434,033 square feet) would be realized as compared to the Project. The City Council hereby finds that the Reduced Intensity Alternative will not avoid or substantially reduce the significant and unavoidable agricultural resources impacts, construction and operational air quality impacts, and cumulative greenhouse gas impacts identified in the EIR. This Alternative would not meet Project Objectives to the same extent as the Project. Furthermore, the scale of the reduction in intensity would not maximize or realize the economic potential of the site. Based on the reduced scope of development, the Reduced Intensity Alternative would diminish capacities and capabilities to satisfy existing and projected unmet market demands within the trade area. The Reduced Intensity Alternative would also result in comparatively fewer opportunities to

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provide jobs, as compared to the Project. Therefore, the City Council rejects the Reduced Intensity Alternative on the basis that it fails to avoid or substantially reduce the significant and unavoidable impacts of the Project and does not meet the Project Objectives as fully as the Project. The Council also finds that each of these considerations constitutes a ground for rejecting this alternative that is independently sufficient to support the City Council's rejection of this alternative.

3. Alternative 3—Commercial Center (Mixed Commercial/Office)

Description: As identified in Section 6.0 of the DEIR, the Commercial Center Alternative would result in the development of commercial service and office uses on the Project site, although business and professional offices, financial institutions, and medical clinics are permitted in SP 208.

208, they are permitted only in the industrial support areas while commercial service-oriented uses are a permitted throughout the SP 208 Industrial designation. For this reason, the General Plan and zoning designations for the site would need to be amended to accommodate the business and professional offices. Permitted commercial service uses include, but are not limited to, Automotive Sales/Rental/Leasing & Accessories, Automotive/Truck Repair, Business Supply/Equipment Sales/Rental & Services, and Repair Services. Approximately 760,000 square feet of commercial service uses would be developed on approximately 35 acres. The balance of the site (35 acres) would be developed with up to approximately 760,000 square feet of office uses.

Impacts: As identified in Section 6.0 of the DEIR, the Commercial Center Alternative would result in similar impacts for the following eight environmental issues: Agriculture and Forestry Resources; Biological Resources; Cultural Resources; Geology and Soils; Hazards and Hazardous Materials; Hydrology and Water Quality; Land Use and Planning; and Mineral Resources. Because of the increase in vehicle trips under this alternative, impacts to the operation of local roadways and intersections would be proportionally greater than what was identified for the Project. Long-term traffic impacts to state freeway mainline segments and merge/diverge areas would remain significant and unavoidable. Under the Commercial Center Alternative, impacts related to short-term construction emissions would be similar to the Project as the same amount of land would be disturbed and the same mix of equipment would be utilized. Long-term operational-related air quality emissions would be increased in magnitude because of the increase in vehicle trips when compared to the Project and would remain significant and unavoidable. Traffic-related noise would be

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increased in magnitude but would be similarly mitigated like the Project and would remain less than significant.

Objectives: Under this alternative, some of the Project objectives are not met as warehouse uses would not be built. However, development of this alternative would provide new employment opportunities for residents of Moreno Valley, but not within the industrial employment sector.

Findings: Under the Commercial Center Alternative, development of commercial service and office uses would occur. This Alternative would have similar impacts that have been identified within the DEIR. However, the Commercial Center Alternative would result in an increase in trip generation in comparison to the Project, and would result in an increase in the severity of the significant and unavoidable impacts to construction and operational air pollution emissions, climate change and greenhouse gas emission, and traffic. The City Council finds that the Commercial Center Alternative would fulfill some but not all of the Project Objectives. Moreno Valley residents would have more opportunities for employment but a warehouse would not be built. Because the Commercial Center Alternative will not fulfill the primary objective of the Project and the severity of significant and unavoidable impacts would be increased in comparison to the Project, the Council hereby rejects the Commercial Center Alternative.

4. Alternative 4—Off-Site Location

Description: As identified in Section 6.0 of the DEIR, this alternative would result in the same intensity of development of approximately 1,616,133 square feet of warehouse uses on approximately 70.3 acres. The alternative Project site identified by the City is bounded by Kramaria Street (extended) to the north, vacant and partially developed property and March Air Reserve Base to the west, Indian Street to the east, and the Perris Valley Storm Drain and vacant land to the south. The off-site location is approximately 1.0 miles northwest of the Project site and is within the same Industrial Area Specific Plan as the Project. This alternative off-site property is not owned or under the control of the applicant. The off-site location is currently zoned SP 208 I and is designated Business Park in the City's General Plan, identical to the Project development of this site would not require soil import, inherently reducing impacts form air pollution emissions during construction.

Impacts: Section 6.0 of the DEIR, identifies nine environmental issues that would have similar impacts as the Project. These issues are: Cultural Resources; Geology and Soils; Hydrology and Water Quality; Land Use and Planning; Mineral Resources; Population and Housing; Public

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Services; Recreation; and Utilities and Service Systems. With the Off-Site Location Alternative, impacts related to air quality and traffic impacts would be similar to those identified with the Project. Short-term construction and long-term air quality operational and climate change/greenhouse gas emissions impacts under this alternative would remain significant and unavoidable and would result in similar conditions as identified for the Project. Additionally, due to adjacent sensitive receptors, potential impacts to these receptors would be greater in magnitude when compared to the Project. Similarly, noise impacts would be greater in magnitude due to the adjacent sensitive receptors. Operational traffic would result in increased traffic on vanity roadways and may impact different intersection and roadways in comparison to the Project. Under this Alternative, impacts to agricultural resources would be eliminated.

Objectives: The Off-Site Alternative would meet most of the Project objectives. The location of the Off-Site Alternative further north of Harley Knox Boulevard would not meet the Project objectives of locating distribution services near transportation corridors and clustering such uses near the state highway system.

Finding: Under the Off-Site Alternative, development of the warehouse would occur in a different location. This Alternative would have similar impacts that have been identified within the DEIR. And most of the objectives of the Project would be met, would not meet the Project objectives of locating distribution services near transportation corridors and clustering such uses near the state highway system. The Council finds that the Off-Site Alternative would have similar impacts to all environmental issues except for agriculture because this Alternative would eliminate the significant and unavoidable impacts to agricultural resources. Because the Off-Site Alternative will not substantially reduce the environmental impact of the Project and it would not meet the Project objectives of locating distribution services near transportation corridors and clustering such uses near the state highway system, the Council hereby rejects the Off-Site Alternative.

5. <u>Alternatives Considered and Rejected</u>

A variety of additional alternatives were considered as part of the DEIR's Alternatives Analysis. (DEIR, pgs. 6-3 through 6-5) Three possible alternatives were considered and rejected because they could not accomplish the basic objectives of the Project or they were considered infeasible. Per the *CEQA Guidelines* (Section 15126.6(c)), factors that may be considered when addressing the feasibility of alternatives include failure to meet most of the stated project

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objectives, infeasibility, or inability to avoid significant environmental effects. The purpose of the Project is to provide for and expand employment and revenue opportunities within the City of Moreno Valley. The Project would expand employment options in a location that is convenient to existing transportation corridors, convenient to existing and future City residents and would augment the City's economic base. The following provides and discussion of the three development scenarios that were considered and rejected as potential alternatives to implementation of the Project based on Section 15126.6 of the *CEQA Guidelines* because they did not feasibly attaining most of the basic objectives of the Project while reducing or avoiding any of the significant effects of the Project:

- No Build Alternative: No development would take place within the Project limits and no impacts would occur. However, disallowing development of the site, as suggested by this alternative, would not fulfill the primary objectives of the Project and the site would likely be developed in accordance with existing zoning should the Project not move forward. Retention of the project site in its current condition would not expand employment opportunities to residents of the City. Retaining the site in its current undeveloped condition would not generate the revenue (e.g., property tax) that could augment the City's current revenue stream. Therefore, the No Build Alternative was rejected from further consideration in the EIR.

- Residential Alternative: The Residential Alternative would develop the 71-acre project site with approximately 355 single-family units based on the City's R5 zone. The R5 zone was utilized as this is the zoning designation of the nearest residential uses to the north along Perris Boulevard and north of the Perris Valley Storm Drain channel. A zone change, General Plan Amendment, and Specific Plan Amendment would be required for this alternative to change the project site from its existing Business Park/Light Industrial (BP) General Plan designation and Industrial Area Plan (SP208 I) zoning designation to a residential R5 designation. Furthermore, a Specific Plan Amendment would be required to remove the project site from the underlying Industrial Specific Plan 208. Since the Residential Alternative consists only of residential uses, employment-generating opportunities would not occur aside from temporary construction work, which would be filled predominantly by those already residing in the area. The residential uses would produce demand for public services that would exceed the amount of municipal revenues it would generate. The project's full potential to utilize the area's close proximity to various freeways and transportation corridors

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would not be realized as only residential uses would occur under the Residential Alternative. Additionally, the development of the entire 71-acre project site under this alternative would result in the placement of the residential uses within an area planned for industrial uses which could result in additional adverse impacts such as exposure to air pollutants, noise, and land use incompatibilities. This alternative has been rejected because it would result in greater impacts and would not satisfy the basic City employment generating objectives for development of the Project site.

- Mixed Commercial/Residential Alternative: The Mixed Commercial/Residential Alternative would develop the 71-acre project site with approximately 690,000 square feet of Community Commercial uses and 532 multiple-family units. A zone change, General Plan Amendment, and Specific Plan Amendment would be required for this alternative to change the project site from its existing Business Park/Light Industrial (BP) General Plan designation and SP208 I zoning designation to a residential designation and commercial designation. Additionally, a Specific Plan Amendment would be required to remove the project site from the underlying Industrial Specific Plan 208. While the commercial component of this Alternative would utilize the project site's close proximity to nearby transportation corridors, the development of the remainder of the site with residential uses would not provide the varied employment and service uses and revenue associated with the proposed project. The development of approximately half of the project site under this alternative with residential uses would result in the placement of the residential uses adjacent to SP208 I industrial/business park uses which could potentially result in additional adverse impacts such as exposure to air pollutants, noise, and land use incompatibilities. The residential component of this alternative would produce demand for public services that would exceed the amount of municipal revenues it would generate, and there would be little to no employment opportunities created. Therefore, the mixed commercial/residential alternative would not meet the project objectives of providing new employment and revenue generation options in close proximity to local consumers to the same degree as the proposed project. The employment opportunities and economic benefits derived from the proposed project are superior to the Mixed Commercial/Residential Alternative. This alternative has been rejected because it would result in greater impacts and would not satisfy the basic City employment generating objectives for development of the project site.

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6. Environmentally Superior Alternative

As explained by Section 6.0 in the DEIR, Alternative 2 (Reduced Intensity Alternative) reduces the severity of Project related air quality impacts. However, long-term air quality impacts would remain significant after mitigation for this alternative for ROG, NO_x, PM_{10} and $PM_{2.5}$. In a similar manner, Alternative 2 would reduce the volume of daily traffic trips when compared to the Project; however, such impacts to state freeway mainline segments and merge/diverge areas would remain significant and unavoidable until freeway improvements are completed by the state. Alternative 2 would also reduce the quantity of greenhouse gas emission when compared to the Project; however, impacts to Climate Change would remain significant and unavoidable. Although the environmentally superior alternative (reduced density) would result in reduced air pollution and greenhouse gas (GHG) emissions and traffic generation, the significance of these impacts would remain significant and unavoidable for air quality, global climate change, and traffic in the same manner as the proposed project. The significant and unavoidable project impacts associated with GHG emissions and traffic cannot be reduced to less than significant though reduction in the size of the project. The significant and unavoidable project impacts associated with air quality can be eliminated if the project is reduced to approximately 90,000 square feet (based on a linear reduction in the project's 990 pounds per day of operational NO_x emissions to below the 55 pounds per day threshold), which is clearly an unreasonable alternative that would be unable to meet most of the project objectives and this Council therefore rejects. The remaining environmental issues would ultimately be similar to the Project through adherence to existing standards and mitigation measures. Based on the analysis in Section 6.0 and the summary contained in Table 6.K, Alternative 2, the Reduced Intensity Alternative, is the environmentally superior alternative. The amount of development under this alternative would be reduced when compared to the Project; however, the Alternative 2 would not satisfy several of the Project objectives because it would reduce the level at which it meets the employment generating Project objectives. Because the Reduced Intensity Alternative allows the development of warehouse uses and the provision of new employment opportunities, it meets many of the City's stated Project objectives, while at the same time reduces the impacts associated with the Project. However, because of the lower industrial density, the Alternative fails to meet several key employment generating objectives related to density efficiencies in the same manner as the Project. These objectives include: "Provide a high density, high-quality large-scale industrial development to provide jobs for residents at a variety of

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income levels" and "Cluster industrial warehouse uses near efficient access points to the state highway system to reduce traffic congestion on surface streets and to reduce concomitant air pollutant emissions from vehicle sources reduces impacts to air quality, global climate change, and traffic." This is due to the fact that the reduced intensity alternative would develop only a portion of the project site resulting in an inefficient development density and resulting in negative effects such as sprawl in conflict with these objectives.

E. GROWTH-INDUCING IMPACTS

CEQA requires a discussion of ways in which the Project could be growth inducing. Specifically, CEQA Guidelines Section 1512602(d) states than an EIR must describe the ways in which the Project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment.

Section 5.0 of the DEIR identifies the extent to which the new jobs created by a Project are filled by existing residents is a factor that tends to reduce the growth inducing effect of a project. Construction of the Project will create short-term construction jobs. Due to the existing high unemployment levels that exist in the City, the potential exists for these short-term positions to be filled by workers who, for the most part, reside in the City or neighboring communities to the Project area. Therefore, construction of the Project will not generate a permanent increase in population within the Project area.

As previously identified, the Project is expected to employ approximately 646 people. These full-time positions are also anticipated to be filled by workers who, for the most part, reside in the Project area due to high unemployment levels that exist in the City. Operations of the Project will not generate a permanent increase in population within the Project area.

The area surrounding the Project site is governed by the City of Moreno Valley General Plan and the area is guided by Specific Plan 208. Specific Plan 208 guides land use within the Project area to ensure that new development and redevelopment is implemented consistent with the land use policies, controls, and standards contained in Specific Plan 208. Any development of remaining undeveloped land adjacent to the Project site would require its own discretionary approvals and is not reliant on the Project. However, development of the Project site may lead to indirect growth in the Specific Plan area by making available the extension of infrastructure such as water, sewer, drainage, etc. This growth has been planned for and is guided by Specific Plan 208.

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The Project would occur within an area currently designated for industrial uses. The Project would not require a General Plan Amendment nor does it require a change in the underlying zoning designation. In addition, the Project reflects the City of Moreno Valley's vision for the area and is consistent with Specific Plan 208. Land uses surrounding the Project site would be in conformance with the City's General Plan and Specific Plan 208. Impacts to population and housing are less than significant; see Section 13 Population and Housing of the Initial Study (Appendix A of the DEIR).

The Project would not eliminate a constraint for development of an approved Project within the City of Moreno Valley. There are no projects in the City of Moreno Valley or surrounding cities that have been approved but are conditioned or dependent on additional improvements at the Project site. Specific Plan 208 guides land uses surrounding the Project site to ensure compatibility between existing operations and adjacent surrounding development. Additionally, the Project would not add capacity to urban services or infrastructure that would be utilized by other project proponents in the surrounding area.

The Project would not result in any significant pressure to redevelop the area around the Project site at a higher density. As previously stated, the development of remaining undeveloped land adjacent to the Project site is independent and not reliant on the Project. Therefore, implementation of the Project would not result in redevelopment of adjacent lands at a higher intensity than already prescribed in the City of Moreno Valley's General Plan and Specific Plan 208.

F. SIGNIFICANT IRREVERSIBLE ENVIRONMENTAL CHANGES

California Public Resources Code Section 21100(b)(2)(B) and CEQA Guidelines Sections 15126(c), 15126.2(c), and 15127, require that for certain types or categories of projects, an EIR must address significant irreversible environmental changes that would occur should the project be implemented. As presented at CEQA Guidelines Section 15127, the topic of Significant Irreversible Environmental Changes needs to be addressed in EIRs prepared in connection with any of the following activities:

(a) The adoption, amendment, or enactment of a plan, policy, or ordinance of a public agency;

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(b) The adoption by a local agency formation commission of a resolution making determinations; or

(c) A project which will be subject to the requirements for preparing of an environmental impact statement pursuant to the requirements of the National Environmental Policy Act of 1969, 42 U.S.C. Sections 4321-4347.

The Project does not trigger any of the conditions cited in Guidelines §15127. Nonetheless, this EIR analysis addresses any significant irreversible environmental changes which would be involved in the proposed action should it be implemented [Guidelines, Sections 15126(e) and 15127]. An impact would fall into this category if:

- The project would involve a large commitment of nonrenewable resources;
- The primary and secondary impacts of the project would generally commit future generations of people to similar uses;
- The project involves uses in which irreversible damage could result from any potential environmental incidents associated with the project; and/or
- The proposed consumption of resources is not justified (e.g., the project could waste energy).

Determining whether the proposed project may result in significant irreversible effects requires a determination of whether key resources would be degraded or destroyed in such a way that there would be little possibility of restoring them. The project site is generally fallow agricultural land with the site historically used for sod farming operations. However, as identified within the City's General Plan, the City anticipates the eventual conversion of agricultural uses to urban uses and the proposed project would permanently alter the site by converting predominantly agricultural uses to urban uses. This is a significant irreversible environmental change that would occur as a result of project implementation. Because no significant mineral resources were identified within the project limits, no significant impacts related to these issues would result from development of the project site. Natural resources in the form of construction materials would be utilized in the construction of the proposed project and energy resources in the form of electricity and natural gas would be used during the long-term operation of the project; however, their use is justified in

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supporting the City's planned use of the site and is not expected to negatively impact the availability of these resources.

In addition, this industrial warehouse project, in concert with the other built or approved industrial warehouse projects, will fundamentally change the character and land use pattern of this portion of the City. Many of the project-specific impacts are addressed, as outlined above, but the change in the use of the land from agricultural to industrial represents a substantial irreversible change for this area. However, this is an intended change a verified by the City's General Plan land use designations and zoning for the area. (DEIR pgs. 5-2 and 5-3)

VI. STATEMENT OF OVERRIDING CONSIDERATIONS

The Moreno Valley City Council adopts this Statement of Overriding Considerations with respect to the significant unavoidable impacts associated with adoption of the Project as addressed in the EIR, specifically:

1. Agricultural Impacts - Conversion of State Designated Farmland;
2. Agricultural Impacts - Conversion to a Non-Agricultural Use;
3. Cumulative Agricultural Impacts
4. Air Quality Impact - Construction Air Pollutant Emissions;
5. Air Quality Impact - Operational Air Pollutant Emissions;
6. Cumulative Air Pollutant Emissions;
7. Cumulative GHG Emissions;
8. Transportation - Existing Year (2007) with Project Level of Service; and
9. Transportation - Cumulative Impacts to State Freeway Segments and Freeway Merge/Diverge Areas

The Moreno Valley City Council hereby declares that, pursuant to CEQA Guidelines Section 15093, the City Council has balanced the benefits of the Project against any significant and unavoidable environmental impacts in determining whether to approve the Project. If the benefits of

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the Project outweigh the unavoidable adverse environmental impacts, those impacts are considered "acceptable."

The City Council hereby declares that the EIR has identified and discussed significant effects that may occur as a result of the Project. With the implementation of the mitigation measures discussed in the EIR, these impacts can be mitigated to a level of less than significant except for the unavoidable and significant impacts discussed in Section V(C) herein.

The City Council hereby declares that it has made a reasonable and good faith effort to eliminate or substantially mitigate the potential impacts resulting from the Project.

The City Council hereby declares that to the extent any mitigation measures recommended to the City are not incorporated, such mitigation measures are infeasible because they are not capable of being accomplished in a successful manner within a reasonable time period, taking into account economic, environmental, legal, social, and technological factors.

The City Council further finds that except for the Project, all other alternatives set forth in the EIR are infeasible because they would prohibit the realization of the Project objectives and/or specific economic, social or other benefits that this City Council finds outweigh any environmental benefits of the alternatives or the other alternatives do not substantively reduce the severity of unavoidable and significant impacts.

The City Council has determined that steps to preserve agricultural land are economically infeasible based on the higher costs associated with land, water and labor, increased environmental regulation, and competition from neighboring regions where agricultural operations are less costly. All of these factors result in an inability to make farming profitable.

The City Council hereby declares that, having reduced the adverse significant environmental effects of the Project, to the extent feasible by adopting the proposed mitigation measures, having considered the entire administrative record on the Project and having weighed the benefits of the Project against its unavoidable significant impact after mitigation, the City Council has determined that the social, economic and environmental benefits of the Project outweigh the potential unavoidable significant impacts and render those potential significant impacts acceptable based on the following considerations:

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- The Project will provide development consistent with the General Plan and in conformance with SP 208, municipal standards, codes and policies;
- The Project provides development that improves and maximizes economic viability of a vacant site by transitioning the Project site into a productive light industrial use;
- Based on the square footage of the Project an estimated 646 jobs would be created for the City of Moreno Valley and surrounding communities; and
- The Project provides adequate infrastructure and public amenities, including upgrading and widened streets, signal upgrades and utility improvements.

As the CEQA Lead Agency for the proposed action, the City of Moreno Valley has reviewed the Project description and the alternatives presented in the EIR, and fully understands the Project and Project alternatives proposed for development. Further, this Council finds that all potential adverse environmental impacts and all feasible mitigation measures to reduce the impacts from the Project have been identified in the Draft EIR, the Final EIR and public testimony. This Council also finds that a reasonable range of alternatives was considered in the EIR and this document, Section V(E) above, and finds that approval of the Project is appropriate.

This Council has identified economic and social benefits and important policy objectives, Section V above, which result from implementing the Project. The Council has balanced these substantial social and economic benefits against the unavoidable significant adverse effects of the Project. Given the substantial social and economic benefits that will accrue from the Project, this Council finds that the benefits identified herein override the unavoidable environmental effects.

California Public Resource Code 21002 provides: "In the event specific economic, social and other conditions make infeasible such Project alternatives or such mitigation measures, individual projects can be approved in spite of one or more significant effects thereof." Section 21002.1(c) provides: "In the event that economic, social, or other conditions make it infeasible to mitigate one or more significant effects of a project on the environment, the project may nonetheless be approved or carried out at the discretion of a public agency…" Finally, California Administrative Code, Title 4, 15093 (a) states: "If the benefits of a Project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable."

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The City Council hereby declares that the foregoing benefits provided to the public through approval and implementation of the Project outweighs the identified significant adverse environmental impacts of the Project that cannot be mitigated. The City Council finds that each of the Project benefits outweighs the unavoidable adverse environmental impacts identified in the EIR and, therefore, finds those impacts to be acceptable.

VII. CERTIFICATION OF THE FINAL ENVIRONMENTAL IMPACT REPORT

The Moreno Valley City Council finds that it has reviewed and considered the FEIR in evaluating the Project, that the FEIR is an accurate and objective statement that fully complies with CEQA and the CEQA Guidelines, and that the FEIR reflects the independent judgment of the City Council.

The City Council declares that no new significant information as defined by CEQA Guidelines Section 15088.5 has been received by the City Council after the circulation of the DEIR that would require recirculation. All of the information added to the FEIR merely clarifies, amplifies or makes insignificant modifications to an already adequate DEIR pursuant to CEQA Guidelines Section 15088.5(b).

The City Council hereby certifies the EIR based on the following findings and conclusions:

A. Findings

1. CEQA Compliance

As the decision-making body for the Project, the City Council has reviewed and considered the information contained in the Findings and supporting documentation. The City Council determines that the Findings contain a complete and accurate reporting of the environmental impacts and mitigation measures associated with the Project, as well as complete and accurate reporting of the unavoidable impacts and benefits of the Project as detailed in the Statement of Overriding Considerations. The City Council finds that the EIR was prepared in compliance with CEQA and that the City Council complied with CEQA's procedural and substantive requirements.

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2. Significant Unavoidable Impacts/Statement of Overriding Considerations

The Project will have significant adverse impacts even following adoption of all feasible mitigation measures which are required by the City Council. The following significant environmental impacts have been identified in the FEIR and will require mitigation but cannot be mitigated to a level of insignificance as set forth in Section V(C) of these Findings: Agricultural Impacts—Conversion of State Designated Farmland; Agricultural Impacts—Conversion to a Non-Agricultural Use; Cumulative Agricultural Impacts; Air Quality Impact—Construction Air Pollutant Emissions; Air Quality Impact—Operational Air Pollutant Emissions; Cumulative Air Pollutant Emissions; Cumulative Climate Change and GHG Emissions; Transportation—Existing Year (2007) with Project Level of Service; and Transportation—Existing and Cumulative Impacts to State Freeway Segments and Freeway Merge/Diverge Areas.

The City Council has eliminated or substantially reduced environmental impacts where feasible as described in the Findings, and the City Council determines that the remaining unavoidable significant adverse impacts are acceptable due to the reasons set forth in the preceding Statement of Overriding Considerations.

3. Conclusions

a. All potentially significant environmental impacts from implementation of the Project have been identified in the EIR and, with the implementation of the mitigation measures defined herein and set forth in the MMRP, will be mitigated to a less-than-significant level, except for the impacts identified in Section V(C) above.

b. Other reasonable alternatives to the Project that could feasibly achieve the basic objectives of the Project have been considered and rejected in favor of the Project.

c. Environmental, economic, social and other considerations and benefits derived from the development of the Project override and make infeasible any alternatives to the Project or further mitigation measures beyond those incorporated into the Project.

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VII. ADOPTION OF MITIGATION MONITORING AND REPORTING PROGRAM

Pursuant to *California Public Resources Code* Section 21081.6, the City Council hereby adopts, as conditions of approval of the Project, the Mitigation Monitoring and Reporting Plan (MMRP) set forth in Section 4.0 of the FEIR. In the event of any inconsistencies between the mitigation measures as set forth herein and the MMRP, the MMRP shall control, except to the extent that a mitigation measure contained herein is inadvertently omitted from the MMRP, in which case such mitigation measure shall be deemed as if it were included in the MMRP.

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EXHIBIT B

MITIGATION MONITORING AND REPORTING PROGRAM

INTRODUCTION

This Mitigation Monitoring and Reporting Program has been prepared for use in implementing mitigation for the:

VIP Moreno Valley Project

The program has been prepared in compliance with State law and the Environmental Impact Report (EIR) (State Clearinghouse No. 2011081084) prepared for the project by the City of Moreno Valley.

The California Environmental Quality Act (CEQA) requires adoption of a reporting or monitoring program for those measures placed on a project to mitigate or avoid adverse effects on the environment (Public Resource Code Section 21081.6). The law states that the reporting or monitoring program shall be designed to ensure compliance during project implementation.

The monitoring program contains the following elements:

1) The mitigation measures are recorded with the action and procedure necessary to ensure compliance. In some instances, one action may be used to verify implementation of several mitigation measures.
2) A procedure for compliance and verification has been outlined for each action necessary. This procedure designates who will take action, what action will be taken and when, and to whom and when compliance will be reported.
3) The program has been designed to be flexible. As monitoring progresses, changes to compliance procedures may be necessary based upon recommendations by those responsible for the program. As changes are made, new monitoring compliance procedures and records will be developed and incorporated into the program.

This Mitigation Monitoring and Reporting Program includes mitigation identified in the Initial Study and the Final EIR.

MITIGATION MONITORING AND RESPONSIBILITIES

As the Lead Agency, the City of Moreno Valley is responsible for ensuring full compliance with the mitigation measures adopted for the proposed project. The City will monitor and report on all mitigation activities. Mitigation measures will be implemented at different stages of development throughout the project area. In this regard, the responsibilities for implementation have been assigned to the Applicant, Contractor, or a combination thereof. If during the course of project implementation, any of the mitigation measures identified herein cannot be successfully implemented, the City shall be immediately informed, and the City will then inform any affected responsible agencies. The City, in conjunction with any affected responsible agencies, will then determine if modification to the project is required and/or whether alternative mitigation is appropriate.

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MITIGATION MONITORING AND REPORTING PROGRAM CHECKLIST

Project File Name: VIP Moreno Valley Project **Applicant:** Vogel Engineers, Inc.

Date: September 2012

AIR QUALITY						
4.2.6.1A Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall place construction equipment staging areas at least 200 feet away from sensitive receptors. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City.	City of Moreno Valley Engineering and Building and Safety Planning Division	Prior to Grading and during grading and construction operations.	Prior to Issuance of Grading Permit	Review of construction documents and on-site inspection		Withhold Grading Permit or Issuance of a Stop Work Order
4.2.6.1B Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall utilize power sources (e.g., power poles) or clean-fuel (e.g., fuel other than diesel or gasoline) generators where feasible. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City.	City of Moreno Valley Engineering and Building and Safety Planning Division	Prior to Grading	Prior to Issuance of Grading Permit	Review of construction documents and on-site inspection		Withhold Grading Permit or Issuance of a Stop Work Order
4.2.6.1C Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall utilize California Air Resources Board (CARB) Tier II Certified equipment or better during the rough/mass grading phase for the following pieces of equipment: rubber-tired dozers and scrapers. Contract	City of Moreno Valley Engineering and Building and Safety Planning Division	Prior to Grading	Prior to Issuance of Grading Permit	Review of construction documents and on-site inspection		Withhold Grading Permit

specifications shall be included in the proposed project construction documents, which shall be reviewed by the City.						
4.2.6.1D All clearing, grading, earthmoving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.	City of Moreno Valley Engineering and Building and Safety Planning Division	Throughout construction	During grading	Review of construction documents and on-site inspection		Issuance of a Stop Work Order
4.2.6.1E The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.	City of Moreno Valley Engineering and Building and Safety Planning Division	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1F The contractor shall ensure that traffic speeds on unpaved roads and project site areas are reduced to 15 miles per hour or less to reduce PM10 and PM2.5 fugitive dust haul road emissions. Speed limit signs (15 mph maximum) shall be posted at entry points to the project site, and along any unpaved roads providing access to or within the project site and/or any unpaved designated on-site travel routes.	City of Moreno Valley Engineering and Building and Safety Planning Division	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1G Groundcover shall be replaced, and/or non-toxic soil stabilizers shall be applied (according to manufacturers' specifications) to any inactive	City of Moreno Valley Engineering and Building and Safety	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order

construction areas (previously graded areas inactive for ten days or more).	Planning Division					
4.2.6.1H The contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper tune according to manufacturer's specifications and during smog season (May through October) by not allowing construction equipment to be left idling for more than five minutes (per California law).	City of Moreno Valley Engineering and Building and Safety	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1I The contractor shall ensure use of low-sulfur diesel fuel in construction equipment as required by the California Air Resources Board (CARB) (diesel fuel with sulfur content of 15 ppm by weight or less).	City of Moreno Valley Engineering and Building and Safety	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1J If available, the project applicant shall use "Low-Volatile Organic Compounds" paints, coatings, and solvents with a VOC content lower than required under Rule 1113 (not to exceed 150 grams/liter; 1.25 pounds/gallon). High Pressure Low Volume (HPLV) applications of paints, coatings, and solvents shall be consistent with South Coast Air Quality Management District Rule 1113. Alternatively, the project applicant shall use materials that do not require painting or are pre-painted.	City of Moreno Valley Engineering and Building and Safety Planning Division	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1K Grading plans, construction specifications and bid documents shall also include the following notations: • Off-road construction	City of Moreno Valley Engineering and Building and Safety	Prior to Grading and during grading operations.	Prior to Issuance of Grading Permit	Review of construction documents and on-site inspection		Withhold Grading Permit or Issuance of a Stop Work Order

equipment shall utilize alternative fuels where feasible e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty; • Gravel pads shall be provided at all access points to prevent tracking of mud onto public roads; • Install and maintain trackout control devices at all access points where paved and unpaved access or travel routes intersect; • The contractor or builder shall designate a person or person(s) to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust off site; • The contractor or builder shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The contact person shall take corrective action within 24 hours; • High pressure injectors shall be provided on diesel construction equipment where feasible;	Planning Division					

• Engine size of construction equipment shall be limited to the minimum practical size; • Substitute gasoline-powered for diesel-powered construction equipment where feasible; • Use electric construction equipment where feasible; • Install catalytic converters on gasoline-powered equipment where feasible; • Ride-sharing program for the construction crew shall be encouraged and shall be supported by contractor(s) via incentives or other inducement; • Documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical; including providing information on available park and ride programs; • Lunch vendor services shall be permitted onsite during construction to minimize the need for offsite vehicle trips; • All forklifts used during construction and in subsequent operation of the project shall be						

electric or natural gas powered. • Suspend use of all construction equipment operations during second stage smog alerts.						
4.2.6.1L Throughout project construction, a construction relations officer/community liaison, appointed by the Applicant, shall be retained on-site. In coordination and cooperation with the City, the construction relations officer/community liaison shall respond to any concerns related to PM10 (fugitive dust) generation or other construction-related air quality issues within 2 days.	City of Moreno Valley Engineering and Building and Safety	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1M All project entrances shall be posted with signs which state: • Truck drivers shall turn off engines when not in use; • Diesel delivery trucks servicing the project shall not idle for more than three (3) minutes; and • Telephone numbers of the building facilities manager and CARB, to report violations.	City of Moreno Valley Engineering and Building and Safety	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1N When materials are transported off-site, all material shall be covered, effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained.	City of Moreno Valley Engineering and Building and Safety	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1O All streets shall be swept at least once a day using SCAQMD Rule	City of Moreno Valley Engineering	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order

1186 certified street sweepers utilizing reclaimed water trucks if visible soil materials are carried to adjacent streets.	and Building and Safety					
4.2.6.1P Any vegetative cover to be utilized onsite shall be planted as soon as possible to reduce the disturbed area subject to wind erosion. Irrigation systems required for these plants shall be installed as soon as possible to maintain good ground cover and to minimize wind erosion of the soil.	City of Moreno Valley Engineering and Building and Safety Planning Division	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1Q. Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow.	City of Moreno Valley Engineering and Building and Safety	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1R All roadways, driveways, sidewalks, etc., shall be completed as soon as possible. In addition, building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.	City of Moreno Valley Engineering and Building and Safety	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1S Implement activity management techniques including a) development of a comprehensive construction management plan designed to minimize the number of large construction equipment operating during any given time period; b) scheduling of construction truck trips during non-peak hours to reduce peak hour emissions; c) limitation of the length of construction work-day period; and d) phasing of construction activities.	City of Moreno Valley Engineering and Building and Safety and Planning Division	Prior to Grading and during grading and construction operations.	Prior to Issuance of Grading Permit	Review of construction documents and on-site inspection		Withhold Grading Permit or Issuance of a Stop Work Order
4.2.6.1T Reroute construction trucks away from congested streets and	City of Moreno Valley Engineering and Building and	Prior to Grading and during grading and	Prior to Issuance of Grading Permit	Review of construction documents and on-		Withhold Grading Permit or Issuance of a

sensitive receptor areas.	Safety and Planning Division	construction operations.		site inspection		Stop Work Order
4.2.6.3A Prior to issuance of the first building permit, building and site plan designs shall ensure that the project's energy efficiencies surpass applicable 2008 California Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City. Any combination of the following design features may be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent: • Exceed California Title 24 Energy Efficiency performance standards for water heating and space heating and cooling, as deemed acceptable by the City. • Increase in insulation such that heat transfer and thermal bridging is minimized. • Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption. • Incorporate dual-paned or other energy efficient windows. • Incorporate energy efficient space	City of Moreno Valley Building and Safety Planning Division	Prior to Construction (once)	Prior to Issuance of Building Permits	Review of building plans and on-site inspection		Withhold Building Permits

heating and cooling equipment. • Use interior and exterior energy efficient lighting which exceeds the California Title 24 Energy Efficiency performance standards, as deemed acceptable by the City. Use automatic devices to turn off lights when they are not needed. • To the extent that they are compatible with landscaping guidelines established by the City, use shade-producing trees, particularly those that shade paved surfaces such as streets and parking lots and buildings at the project site. • Use paints and a surface color palette for the project emphasizing light and off-white colors which reflect heat away from the buildings. • Install a photovoltaic array (solar panels) or other source of renewable energy generation on-site, or otherwise acquire energy from the local utility that has been generated by renewable resources, to meet the project's office electricity needs. • Reduce energy demand associated with potable water conveyance using the following: ○ Landscaping palette emphasizing drought-tolerant plants; ○ Use of water-efficient irrigation						

techniques; and, ○ U.S. EPA Certified WaterSense labeled for equivalent faucets, high-efficiency toilets (HETs), and water-conserving shower heads. • Provide on-site bicycle storage/parking consistent with City of Moreno Valley requirements. • Provide on-site showers (one for males and one for females). Provide lockers for employees. • Establish a Transportation Management Association (TMA). The TMA will coordinate with other TMAs within the City to encourage and coordinate carpooling among building occupants. The TMA will advertise its services to building occupants, and offer transit and/or other incentives to reduce GHG emissions. A plan will be submitted by the TMA to the City within two months of project completion that outlines the measures implemented by the TMA, as well as contact information. • Provide preferential parking for carpools, vanpools or other alternative fuel vehicles. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to final site plan approval, delineate preferential parking for carpools and						

vanpools on the project site plan. • Provide at least two electric vehicle charging stations. Locations and configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, delineate stub outs for charging stations on the project building plans. • Implement compressed workweek schedules; • Achieve at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers until it reaches a minimum of 90% of all long haul trips carried by SmartWay 1.0 or greater carriers. • Achieve at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers. • Use of fleet vehicles conforming to 2010 air quality standards or better. • Installation of catalytic converters on gasoline-powered equipment. • Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets;						

• Establishment and use of carpool/vanpool programs, complemented by parking fees for single-occupancy vehicles; • Provision of preferential parking for EV and CNG vehicles; • Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance; • Use of electric (instead of diesel or gasoline-powered) yard trucks; • Use of SmartWay 1.25 rated trucks. • Provide a display case or kiosk displaying transportation information including the RTA bus schedule in a prominent area accessible to employees. • Use landscape maintenance companies that use battery powered or electric equipment or contract only with commercial landscapers who operate with equipment that complies with the most recent California Air Resources Board certification standards, or standards adopted no more than three years prior to date of use or any combination of these two themes.						
4.2.6.3B The project shall be designed to facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills by providing easily accessible areas that are dedicated to the collection and storage of recyclable materials including: paper, cardboard,	City of Moreno Valley Building and Safety	Prior to Construction (once)	Prior to Issuance of Building Permits and Final Site Plan Approval	Review of final site plan and building plans and on-site inspection		Withhold Building Permits

glass, plastics, and metals. Locations of proposed recyclable materials collection areas are subject to review and approval by the City. Prior to Final Site Plan approval, locations of proposed recyclable materials collection areas shall be delineated on the project site plan.						
BIOLOGICAL RESOURCES						
Mitigation Measure BIO-1: No more than 72 hours prior to initiation of ground-disturbing activities, a pre-construction survey shall be completed by a qualified biologist. The survey will identify special status avian species (if any) within the area of intended disturbance. In the event no special status avian species are identified within the limits of disturbance, no further mitigation is required. In the event such species are identified within the limits of ground disturbance, **Mitigation Measure BIO-3** shall apply.	City of Moreno Valley Planning Division	Prior to Grading	Prior to Issuance of Grading Permit	Submittal of Evidence that the pre-construction survey has been completed.		Withhold Grading Permit
Mitigation Measure BIO-2: No more than 72 hours prior to initiation of ground-disturbing activities, a pre-construction burrowing owl survey shall be completed by a qualified biologist for the planned disturbance area. The pre-construction burrowing owl surveys may be conducted as part of the survey required in **Mitigation Measure BIO-1**. A report detailing the findings of the pre-construction survey shall be submitted to the City prior to the initiation of ground-disturbing activities. In the event no	City of Moreno Valley Planning Division	Prior to grading	Prior to Issuance of Grading Permit	Submittal of Evidence that a qualified biologist has been hired and the pre-construction survey has been completed. Submittal of a report of the survey findings.		Withhold Grading Permit

burrowing owls are identified within the limits of ground disturbance, no further mitigation is required. In the event burrowing owls are identified within the limits of ground disturbance, **Mitigation Measures BIO-3** and **BIO-4** shall apply.						
Mitigation Measures BIO-3. If nesting special status avian or burrowing owl species are determined to occupy a proposed area of disturbance a biological monitor will be present during construction to ensure no construction activity shall take place within 500 feet of an active nest/burrow until it has been determined by the biological monitor that the nest/burrow is no longer active, and all juveniles have fledged the nest/burrow.	City of Moreno Valley Planning Division	Prior to grading	Prior to Issuance of Grading Permit			Withhold Grading Permit
Mitigation Measure BIO-4: If active burrowing owl burrows are detected outside the breeding season, then passive and/or active relocation may be approved following consultation with the CDFG and/or USFWS. One-way doors may be installed as part of a passive relocation program. Burrowing owl burrows shall be excavated with hand tools by a qualified biologist when determined to be unoccupied, and backfilled to ensure that animals do not re-enter the holes/dens.	City of Moreno Valley Planning Division	Prior to grading	Prior to Issuance of Grading Permit	Provide evidence to the City that the passive relocation plan has been approved by CDFG and USFWS.		Withhold Grading Permit
CULTURAL RESOURCES						
Mitigation Measure CUL-1: Prior to construction involving excavation four feet or more below existing surface	City of Moreno Valley Planning Division	Prior to grading and on-going during ground	Prior to Issuance of Grading Permit	Provide evidence to the City that a qualified		Withhold Grading Permit/ Issuance of a Stop Work

grade, the construction contractor shall provide evidence that a qualified paleontologist has been retained, and that the paleontologist(s) shall be present during all grading and other significant ground-disturbing activities that reach four feet or more below existing surface grade. In the event fossiliferous deposits are encountered, the following measures shall be implemented: • Monitoring shall be conducted by qualified paleontological monitor(s) of excavation in areas identified as likely to contain paleontological resources, including undisturbed older Pleistocene alluvium. Paleontological monitors shall be equipped to salvage fossils as they are unearthed, to avoid construction delays, and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates. Monitors shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens. Monitoring may be reduced if the potentially fossiliferous units are determined upon exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources. • Paleontological monitoring of any earthmoving will be conducted by a monitor, under direct guidance of a		disturbing activities.		paleontologist has been retained, and that the paleontologist(s) will be present during all grading and other significant ground-disturbing activities that reach four feet or more below existing surface grade. A report of findings shall be submitted to the City after the finalization of construction.		Order

qualified paleontologist. Earthmoving in areas of the parcel where previously undisturbed sediments are buried, but not otherwise disturbed, will not be monitored. • Preparation of recovered specimens to a point of identification and permanent preservation, including washing of sediments to recover small invertebrates and vertebrates. • Identification and curation of specimens into a professional, fully accredited museum repository with permanent retrievable storage. The paleontologist must have a written repository agreement in hand prior to the initiation of mitigation activities. • Preparation or a report of findings with and appended itemized inventory of specimens. The report and report and inventory, when submitted to the City of Moreno Valley along with confirmation of the curation of recovered of recovered specimens into an established, accredited museum repository, will signify completion of the program to mitigate impacts to paleontological resources						
GEOLOGY AND SOILS						
Mitigation Measure GEO-1: Prior to the issuance of grading permits, any existing low density soils and/or saturated soils	City of Moreno Valley Planning Division	Prior to grading	Prior to Issuance of Grading Permit	• Review of construction documents and on-	•	• Withhold Grading Permit

shall be removed to competent natural soil under the inspection of the Soils Engineering Firm. After the exposed surface has been cleansed of debris and/or vegetation, it shall be scarified until it is uniform in consistency, brought to the proper moisture content and compacted to a minimum of 90 percent relative compaction (in accordance with ASTM: D-1557). In any area where a transition between fill and native soil or between bedrock and soil are encountered, additional excavation beneath foundations and slabs will be necessary in order to provide uniform support and avoid differential settlement of the structure. The on-site soils or approved import soils may be utilized for the compacted fill, provided they are free of any deleterious materials and shall not contain any rocks, brick, asphaltic concrete, concrete, or other hard materials greater than eight inches in maximum dimensions. Any import soil must be approved by the Soils Engineering firm a minimum of 24 hours prior to importation to the site. The approved fill soils shall be placed in layers not in excess of six inches in thickness. Each lift shall be uniform in thickness and thoroughly blended. The fill soils shall be brought to within 2 percent of the optimum moisture content, unless otherwise specified by the Soils Engineering firm. Each lift shall be compacted to a minimum of 90 percent	Engineering			site inspection		

relative compaction (in accordance with ASTM: D-1557) and approved prior to the placement of the next layer of soil. Compaction tests shall be obtained at the discretion of the Soils Engineering firm but to a minimum of one test for every 500 cubic yards placed and/or for every two feet of compacted fill placed. The minimum relative compaction shall be obtained in accordance with accepted methods in the construction industry. The final grade of the structural areas shall be in a dense and smooth condition prior to placement of slabs-on-grade or pavement areas. No fill soils shall be placed, spread, or compacted during unfavorable weather conditions. When the grading is interrupted by heavy rains, compaction operations shall not be resumed until approved by the Soils Engineering firm. It should be noted that the above measure may be modified by the Final Geotechnical or Soils Report.						
Mitigation Measure GEO-2: Prior the issuance of grading permits, the project proponent shall inform the project engineers, architects, owner, maintenance personnel, and other interested parties of the Expansive Soil Guidelines provided in the project's geotechnical analysis [Geotechnical Engineering Investigation Proposed Industrial Development Southwest Corner of Perris Boulevard and Grove View Road Moreno Valley, California,	City of Moreno Valley Planning Division Building and Safety Engineering	Prior to grading	Prior to Issuance of Grading Permit	Review of grading and construction documents and on-site inspection		Withhold Grading Permit

NorCal Engineering, March 7, 2007]. The recommendations identified in the project's Expansive Soil Guidelines shall be implemented by the project engineers, architects, owner, maintenance personnel, and other interested parties in the applicable design guidelines. Applicable design guidelines shall be included and implemented in the project's grading plans.						
GREENHOUSE GASES AND GLOBAL CLIMATE CHANGE						
4.3.6.1A Prior to the issuance of building permits, the project applicant shall provide evidence to the City of Moreno Valley that building features have been incorporated in building plans as required by Title 24 of the California Code of Regulations. These features include but are not limited to the following: • Exterior windows in the office areas shall utilize window treatments for efficient energy conservation. • Per CALGreen Code requirements, water-efficient fixtures and appliances, including but not limited to low-flow faucets, dual-flush toilets minimizing water consumption by 20 percent from the Building Standards Code baseline water consumption shall be used. • Per CALGreen Code requirements, a Commissioning Plan shall be	City of Moreno Valley Building and Safety Planning Division	Prior to construction	Prior to issuance of building permits	Review of construction documents and on-site inspection		Withhold Building Permit

prepared and all building systems (e.g., heating, ventilation, and air-conditioning [HVAC], irrigation systems, lighting, water heating) shall be commissioned by the Commissioning Authority. • Per CALGreen Code, restrict watering methods (e.g., prohibit systems that apply water to non-vegetated surfaces) and control runoff.						
4.3.6.1B Prior to the issuance of building permits, the project applicant shall provide evidence to the City of Moreno Valley that the following measures have been incorporated into the design and construction of the project: • Encourage use of locally produced and/or manufactured building materials for at least 10 percent of the construction materials used for the project. • Encourage use of "Green Building Materials," such as those materials that are resource efficient, and recycled and manufactured in an environmentally friendly way, for at least 10 percent of the project. • Limit unnecessary idling of construction equipment. A reduction in equipment idling would reduce fuel consumption, and therefore, GHG emissions.	City of Moreno Valley Building and Safety Planning Division	Prior to construction	Prior to issuance of building permits	Review of construction documents/building plans and on-site inspection		Withhold Building Permit

• Maximize the use of electricity from the power grid by replacing diesel- or gasoline-powered equipment where feasible. This would reduce GHG emissions because electricity can be produced more efficiently at centralized power plants.
• Design the project building to exceed the California Building Code's (CBC) 2008 Title 24 energy standard by 20%, including, but not limited to, any combination of the following:
  ○ Increase insulation such that heat transfer and thermal bridging is minimized.
  ○ Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption.
  ○ Incorporate ENERGY STAR or better rated windows in the office area, space heating and cooling equipment, light fixtures, appliances, or other applicable electrical equipment in the office areas.
• Provide a landscape and development plan for the project that takes advantage of shade, prevailing winds, and landscaping. The landscaping plan shall be prepared by a registered landscape						

architect who will consider the following: ○ Plant at least 50 percent low-ozone forming potential (Low-OFP) trees and shrubs, preferably native, drought-resistant species, to meet city/county landscaping requirements. ○ Plant Low-OFP, native, drought-resistant, tree and shrub species, 20% in excess of that already required by city or county ordinance. Consider roadside, sidewalk, and driveway shading. • Install efficient lighting and lighting control systems. Use daylight as an integral part of the lighting systems in buildings. • Install light-colored “cool” roof and cool pavements. • Install energy-efficient heating and cooling systems, appliances and equipment, and control systems. • Install solar or light-emitting diodes (LEDs) for outdoor lighting. • Install electrical outlets on the exterior walls of the warehouse/office building (and perhaps parking lots) to promote the use of electric landscape						

maintenance equipment.						
4.3.6.1C Prior to the issuance of occupancy permits, the project applicant shall provide evidence to the City of Moreno Valley that the following measures have been incorporated into the operation of the project: • The project applicant shall use low Global Warming refrigerants or natural refrigerants (ammonia, propane, carbon dioxide [CO_2]) for refrigeration and fire suppression equipment. • Provide vegetative or man-made exterior wall shading devices for east-, south-, and west facing walls with windows in the office areas. • Devise a comprehensive water conservation strategy appropriate for the project and its location. The strategy may include the following, plus other innovative measures that may be appropriate: • Install drought tolerant plants for landscaping. • Use reclaimed water for landscape irrigation within the project. Install the infrastructure to deliver and use reclaimed water. • Install water-efficient irrigations systems, such as weather-based and soil-moisture-based irrigation	City of Moreno Valley Building and Safety Planning Division	Prior to building permit and occupancy	Prior to issuance of occupancy permit	Review of construction documents and on-site inspection		Withhold Occupancy Permit

controllers and sensors for landscaping according to the California Department of Water Resources Model Efficient Landscape Ordinance. • Provide employee education about reducing waste and available recycling services.						
4.3.6.1D The building roof structure shall be designed and constructed to accommodate future solar panels.	City of Moreno Valley Building and Safety Planning Division	Prior to building permit issuance	Prior to issuance of building permit	Review of construction documents		Withhold Building Permits
4.3.6.1E The project shall be designed and constructed to meet LEED Silver (as of July 12, 2012) or comparable design standards.	City of Moreno Valley Building and Safety Planning Division	Prior to building permit	Prior to issuance of building permit	The developer shall submit to the City proof from a LEED specialist that the building and project design meets the LEED Silver design standards prior to City approval of the building and landscape plans.		Withhold Building Permits
HYDROLOGY AND WATER QUALITY						
Mitigation Measure HYD-01: Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall provide evidence to the City that a Notice of Intent (NOI) with the Regional Water Quality Control Board has been filed to be covered	City of Moreno Engineering	Prior to grading	Prior to the Issuance of Grading Permits	Submittal of copy of Notice of Intent to City filed with the RWQCB		Withhold Grading Permits

under the State NPDES General Construction Permit for discharge of stormwater associated with construction activities.						
Mitigation Measure HYD-02: Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall submit to the State Water Quality Control Board, a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall include a surface water control plan and erosion control plan citing specific measures to control on-site and off-site erosion during the entire grading and construction period. Additionally, the SWPPP shall identify structural and nonstructural BMPs to control sediment and non-visible discharges from the site. BMPs to be implemented in the SWPPP may include but shall not be limited to the following: • Sediment discharges from the site may be controlled by the following: gravel bags, silt fences, straw wattles and temporary debris basins (if deemed necessary), and other discharge control devices. The construction and condition of the BMPs will be periodically inspected during construction, and repairs will be made when necessary as required by the SWPPP. • Materials that have the potential to contribute non-visible pollutants to stormwater must not be placed in	City of Moreno Engineering	Prior to grading	Prior to the Issuance of Grading Permits	Review and approval of SWPPP		Withhold Grading Permits

drainage ways and must be contained, elevated, and placed in temporary storage containment areas. • All loose piles of soil, silt, clay, sand, debris, and other earthen material shall be protected in a reasonable manner to eliminate any discharge from the site. Stockpiles will be surrounded by silt fences. • The SWPPP will include inspection forms for routine monitoring of the site during the construction phase to ensure NPDES compliance. • Additional BMPs and erosion control measures will be documented in the SWPPP and utilized if necessary. • The SWPPP will be kept on site for the entire duration of project construction and will also be available to the local RWQCB for inspection at any time. In the event that it is not feasible to implement the above BMPs, the City of Moreno Valley can make a determination that other BMPs will provide equivalent or superior treatment either on or off site.						
Mitigation Measure HYD-03: Prior to the issuance of grading permits, the project proponent shall provide evidence to the City that the following provisions have been added to construction	City of Moreno Engineering	During grading and construction	Prior to Grading	Review of construction documents and on-site inspection		Withhold Grading Permit

contracts for the project: • The Construction Contractor shall be responsible for performing and documenting the application of BMPs identified in the SWPPP. Weekly inspections shall be performed on sediment control measures called for in the SWPPP. Monthly reports shall be maintained by the Contractor and submitted to the City for inspection. In addition, the Contractor will also be required to maintain an inspection log and have the log on site to be reviewed by the City of Moreno Valley and the representatives of the Regional Water Quality Control Board.						
Mitigation Measure HYD-04: Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall receive approval from the City of Moreno Valley for a Final Water Quality Management Plan (F-WQMP). The F-WQMP shall specifically identify pollutants of concern, site design, source control, and treatment control BMPs that shall be used on site to control predictable pollutant runoff in order to reduce impacts to water quality to the maximum extent practicable.	City of Moreno Engineering	Prior to grading	Prior to Issuance of Grading Permit	Submittal of WQMP to City for review and approval		Withhold Grading Permit
Mitigation Measure HYD-05: Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall receive approval from the City of Moreno Valley, a Final Hydrologic and Hydraulic Analysis based	City of Moreno Engineering	Prior to grading	Prior to Issuance of Grading Permits	Submittal of evidence that all requirements are fulfilled		Withhold Grading Permit

on the City's existing drainage requirements.						
NOISE						
4.4.6.1A During all project site excavation and grading on site, the project contractor shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers consistent with manufacturers' standards.	City of Moreno Valley Building and Safety Engineering Planning Division	Throughout construction	Prior to Issuance of Grading Permit	Review of construction documents and on-site inspection		Withhold Grading Permit
4.4.6.1B The project contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest to the project site.	City of Moreno Valley Building and Safety Engineering Planning Division	Throughout construction /on-site inspection	Prior to Issuance of Grading Permit	Review of construction documents and on-site inspection		Withhold Grading Permit or Stop Work Order
4.4.6.1C The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise-sensitive receptors nearest to the project site during all project construction.	City of Moreno Valley Building and Safety Engineering Planning Division	Throughout construction /on-site inspection	Prior to Issuance of Grading Permit	Review of construction documents and on-site inspection		Withhold Grading Permit or Stop Work Order
4.4.6.1D During all project site construction activities, the construction contractor shall limit all construction-related activities that would result in high	City of Moreno Valley Building and Safety	Throughout construction /on-site inspection	Prior to Issuance of Grading Permit	Review of construction documents and on-site inspection		Withhold Grading Permit or Stop Work Order

noise levels to between the hours of 6:00 a.m. and 8:00 p.m. on weekdays and between the hours of 7:00 a.m. to 8:00 p.m. on weekends and holidays, unless written approval is obtained from the City Building Official or City Engineer. For grading activity, the hours are limited to between 7 am and 6 pm weekdays and 8 am to 4 pm on weekends and holidays.	Engineering Planning Division					
TRANSPORTATION						
4.5.6.1A. Prior to the issuance of building permits, the project applicant shall participate in the City of Moreno Valley Development Impact (DIF) Fee Program and pay the project's fair share for local circulation improvements as outlined in the VIP Moreno Valley Project Traffic Study. The City shall ensure that the intersection and street improvements outlined in the VIP Moreno Valley Project Traffic Study will be constructed pursuant to the timeframes established by the City of Moreno Valley Development Impact Fee Program.	City of Moreno Valley Building and Safety Engineering Planning Division	Once after construction	Prior to the Issuance of Certificate of Occupancy	Evidence of Payment of City DIF fees		Withhold Certificate of Occupancy
4.5.6.1B. Prior to the issuance of building permits, the project applicant shall participate in the County of Riverside Transportation Uniform Mitigation Fee (TUMF) Program and pay the project's fair share for regional circulation improvements. The City shall ensure that the intersection and street improvements outlined in the VIP Moreno Valley Project Traffic Study will be constructed pursuant to the	City of Moreno Valley Building and Safety Engineering	Once after construction	Prior to the Issuance of Certificate of Occupancy	Evidence of Payment of Riverside County TUMF fees		Withhold Certificate of Occupancy

timeframe established by the County of Riverside TUMF Program.						
4.5.6.2A. Prior to the issuance of occupancy permits, the project applicant shall have constructed the site access roadway improvements outlined below. • Indian Street/South Project Driveway: Restripe to convert center turn lane on Indian Street to a two-way left-turn lane. This location does not meet a peak hour signal warrant. This is a site-adjacent improvement to be constructed by the project applicant.	City of Moreno Valley Engineering	Once after construction	Prior to the Issuance of Occupancy Permits	Review of construction documents and on-site inspection		Withhold Occupancy Permits

MV00177202

ATTACHMENT 3

RESOLUTION NO. 2012-78

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, FOR APPROVAL OF PLOT PLAN PA09-0004 FOR DEVELOPMENT OF A 1,616,133 SQUARE FOOT WAREHOUSE DISTRIBUTION FACILITY ON 80 ACRES LOCATED WITHIN ASSESSOR'S PARCEL NUMBERS 488-330-003 THROUGH -006 AND -026 AND PA09-0012 (TENTATIVE PARECEL MAP NO. 36162) TO COMBINE FOUR PARCELS INTO A SINGLE PARCEL.

Section 1:

WHEREAS, Vogel Engineers, Inc., has filed an application for the approval of PA09-0004, a plot plan for a 1,616,133 square foot warehouse distribution facility on 80 acres, as described in the title of this Resolution.

WHEREAS, on September 25, 2012, the City Council held a public hearing to consider the project.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

WHEREAS, there is hereby imposed on the subject development project certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances;

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that this project is subject to certain fees, dedications, reservations and other exactions as provided herein.

NOW, THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this City Council during the above-referenced meeting on September 25, 2012, including written and oral staff reports, and the record from the public hearing, this Planning Commission hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.
   FACT: The General Plan encourages a mix of industrial uses to provide a diversified economic base and ample employment opportunities. Stated policies require the avoidance of adverse impacts on surrounding properties and the screening of industrial uses to reduce glare, noise, dust, vibrations and unsightly views. The project as designed and conditioned would achieve the objectives of the City of Moreno Valley's General Plan. The proposed project is consistent with the General Plan and do not conflict with the goals, objectives, policies, and programs established within the Plan.

2. Conformance with Zoning Regulations – The proposed use complies with all applicable zoning and other regulations.

   FACT: The project site is currently zoned Industrial. The proposed use will comply with all applicable zoning regulations and the requirements of the Moreno Valley Industrial Area Plan (SP #208). The project is designed in accordance with the provisions of Chapter 9.05 Industrial Districts of the City's Municipal Code.

3. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

   FACT: The proposed 1,616,133 square warehouse facility as designed and conditioned will not adversely affect the public health, safety or general welfare. A Final EIR has been prepared to address the potential environmental impacts of the project in accordance with the provisions of the California Environmental Quality Act (CEQA).

4. Location, Design and Operation – The location, design and operation of the proposed project will be compatible with existing and planned land uses in the vicinity.

   FACT: The project is located in the Moreno Valley Industrial Area Plan (SP 208), south side of Grove View Road between Perris Boulevard and Indian Street at the City's southern boundary.

   Land uses to the north include a Waste Management facility and a 426,700 square foot warehouse building. Land uses to the west include the 360,440 square foot i-Herb warehouse building,

approximately 20 acres of vacant Industrial zoned land and a site currently used for container storage. Further to the west is the southern approach to the runways at March Air Reserve Base. Land uses to the east include a ministorage facility, the approximately 255,000 square foot Masonite Door factory, and the approximate 1.2 million square foot Ross Dress For Less distribution facility.

The project site is located at the southerly City limits with a mixture of vacant Industrial zoned land and developed distribution land uses within the City of Perris on the south side of the Perris Valley Storm Drain.

The proposed warehouse distribution facility is a permitted use in the project site's Industrial zone. As designed and conditioned the project is compatible with existing and proposed land uses in the vicinity.

Section 2:

WHEREAS, the applicant, Vogel Engineers, Inc., has filed an application for the approval of PA09-0012 or Tentative Parcel Map No. 36162 to combine the existing four parcels located within the project site into a single 80 acre.

WHEREAS, on September 25, 2012, the City Council of the City of Moreno Valley held a public hearing to consider the subject applications and the environmental documentation prepared for the project.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

WHEREAS, there is hereby imposed on the subject development project certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances;

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that this project is subject to certain fees, dedications, reservations and other exactions as provided herein.

NOW, THEREFORE, BE IT RESOLVED, it is hereby found, determined and resolved by the Planning Commission of the City of Moreno Valley as follows:

A. This Planning Commission hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this City Council during the above-referenced meeting on September 25, 2012, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. Conformance with General and Specific Plans – That the proposed land division is consistent with applicable general and specific plans.

   FACT: The proposed tentative parcel map is consistent with the General Plan designation of Business Park for the project site. The proposed parcel map will combine the existing four parcels located within the project site into a single 80 acre parcel. The proposed land division is consistent with existing goals, objectives, policies and programs of the general plan.

2. Design Conformance with General and Specific Plans – That the design or improvement of the proposed land division is consistent with applicable general and specific plans.

   FACT: The tentative parcel map as designed and conditioned will provide improvements that are consistent with the requirements of the project site's General Plan land use designation of Business Park.

3. Physically Suitable for Proposed Development – That the site of the proposed land division is physically suitable for the type of development.

   FACT: The project site is comprised of multiple vacant rectangular shaped parcels that are mostly flat. The project is located in the Moreno Valley Industrial Area Plan (SP 208), south side of Grove View Road between Perris Boulevard and Indian Street at the City's southern boundary. Land uses to the north include a Waste Management facility and a 426,700 square foot warehouse building. Land uses to the west include the 360,440 square foot i-Herb warehouse building, approximately 20 acres of vacant Industrial zoned land and a site currently used for container storage. Further to the west is the southern approach to the runways at March Air Reserve Base. Land uses to the east include a ministorage facility, the approximately 255,000 square foot Masonite Door factory, and the approximate 1.2 million square foot Ross Dress For Less distribution facility.

The project site is located at the southerly City limits with a mixture of vacant Industrial zoned land and developed distribution land uses within the City of Perris on the south side of the Perris Valley Storm Drain.

Overall, the project site is well suited for future development of industrial land uses.

4. Physically Suitable for Proposed Density – That the site of the proposed land division is physically suitable for the proposed density of the development.

   FACT: The project site is mostly flat and at grade along Perris Boulevard, Indian Street and Grove View Road. The parcel map is designed in accordance with the provisions of the City's Municipal Code. The project site is physically suitable for the subdivision.

5. Protection of Fish or Wildlife Habitat – That the design of the proposed land division or the proposed improvements are not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat.

   FACT: A Final EIR has been prepared in accordance with the provisions of the California Environmental Quality Act (CEQA), concluding that with mitigation and as conditioned and designed, the proposed subdivision would result in less than significant impacts to Fish and Wildlife resources. The project has also been determined to be consistent with the Multiple Species Habitat Conservation Plan (MSHCP).

6. Health, Safety and Welfare – That the design of the proposed land division or the type of improvements are unlikely to cause serious public health problems.

   FACT: As conditioned, the proposed parcel map would not cause serious public health problems. The Eastern Municipal Water District will provide water and sewer services to the project site. There are no known hazardous conditions associated with the property, the design of the land division or the type of improvements.

7. Easements – That the design of the land division or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.

FACT: The tentative parcel map has been designed to accommodate and not conflict with existing easements on the subject site including utility and storm drain easements.

8. Consistent with Applicable City Ordinances – That the proposed land division and the associated design and improvements are consistent with applicable ordinances of the city.

   FACT: The tentative parcel map is designed in accordance with the provisions of the City's Municipal Code.

9. Passive or Natural Heating and Cooling – That the design of the land division provides, to the extent feasible, for future passive or natural heating and cooling opportunities in the subdivision.

   FACT: The design of this parcel map, to the extent feasible, allows solar access for passive heating and opportunities for placement of shade trees and other vegetation for cooling.

10. Regional Housing – That the effect of the proposed land division on the housing needs of the region were considered and balanced against the public service needs of the residents of Moreno Valley and available fiscal and environmental resources.

    FACT: The project does not exceed the planned density, the associated public service demand, or the demand for environmental resources envisioned by the Moreno Valley General Plan. The project will supplement the City's fiscal resources by paying impact fees for public facilities. Additionally, future residents will pay Community Services District fees, property tax, sales tax and other taxes and fees that will be used to provide landscape maintenance as well as police, fire and other public services.

Section 3:

C. FEES, DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

1. FEES

   Impact, mitigation and other fees are due and payable under currently applicable ordinances and resolutions. These fees may include but are not limited to: Development Impact Fee, Transportation Uniform Mitigation Fee (TUMF), Multi-species Habitat Conservation Plan (MSHCP) Mitigation Fee, Stephens Kangaroo Habitat Conservation fee, Underground Utilities in lieu

Fee, Area Drainage Plan fee, Bridge and Thoroughfare Mitigation fee (Future) and Traffic Signal Mitigation fee. The final amount of fees payable is dependent upon information provided by the applicant and will be determined at the time the fees become due and payable.

Unless otherwise provided for by this resolution, all impact fees shall be calculated and collected at the time and in the manner provided in Chapter 3.32 of the City of Moreno Valley Municipal Code or as so provided in the applicable ordinances and resolutions. The City expressly reserves the right to amend the fees and the fee calculations consistent with applicable law.

2. DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

The adopted Conditions of Approval for PA09-0004 and PA09-0012, incorporated herein by reference, may include dedications, reservations, and exactions pursuant to Government Code Section 66020 (d) (1).

3. CITY RIGHT TO MODIFY/ADJUST; PROTEST LIMITATIONS

The City expressly reserves the right to establish, modify or adjust any fee, dedication, reservation or other exaction to the extent permitted and as authorized by law.

Pursuant to Government Code Section 66020(d)(1), NOTICE IS FURTHER GIVEN that the 90 day period to protest the imposition of any impact fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this resolution and any such protest must be in a manner that complies with Section 66020(a) and failure to timely follow this procedure will bar any subsequent legal action to attack, review, set aside, void or annul imposition.

The right to protest the fees, dedications, reservations, or other exactions does not apply to planning, zoning, grading, or other similar application processing fees or service fees in connection with this project and it does not apply to any fees, dedication, reservations, or other exactions of which a notice has been given similar to this, nor does it revive challenges to any fees for which the Statute of Limitations has previously expired.

BE IT FURTHER RESOLVED that the City Council HEREBY APPROVES Resolution No. 2012-78

1. APPROVING PA09-0004 (Plot Plan), subject to the attached conditions of approval included as Exhibit A; and

2. APPROVING PA09-0012 (Tentative Parcel Map No. 36162), subject to the attached conditions of approval included as Exhibit B.

APPROVED AND ADOPTED this 25th day of September, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-78 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of September, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Resolution No. 2012-78
Date Adopted: September 25, 2012

CITY OF MORENO VALLEY EXHIBIT A
CONDITIONS OF APPROVAL FOR
PLOT PLAN PA09-0004 FOR A WAREHOUSE DISTRIBUTION FACILITY
ASSESSOR'S PARCEL NUMBERS: 316-210-071, -073, -075 and -076

APPROVAL DATE:
EXPIRATION DATE:

_X_ Planning (P), including Building (B), School District (S), Post Office (PO)
_X_ Fire Prevention Bureau (F)
_X_ Land Development (LD)
_X_ Public Works – Special Districts (SD)
_X_ Public Works – Transportation Engineering (TE)
_X_ Public Works – Moreno Valley Utilities (MVU)
___ Parks & Community Services (PCS)
_X_ Police (PD)

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Planning Division

P1. Approval of Plot Plan PA09-0004 is subject to certification of an Environmental Impact Report by the City of Moreno Valley.

P2. Plot Plan PA09-0004 has been approved for development of a 1,616,133 square foot warehouse distribution facility, to be built on a 80 acre site within Assessor's Parcel Numbers 316-210-071, -073, -075 and -076. The facility includes 268 dock doors and 44,000 square feet of office. Required parking for this use equates to a total of 589 employee/visitor parking spaces and 368 truck/trailer parking spaces.

P3. Development of the warehouse facility is subject to approval of Tentative Parcel Map No. 36162 and the subsequent recordation of this map.

P4. A mitigation monitoring fee, as provided by City ordinance, shall be paid by the applicant within 30 days of project approval. No City permit or approval shall be issued until such fee is paid. (CEQA)

P5. Bicycle racks shall be provided at a minimum of five (5) percent of the required vehicular parking and shall be located near the designated office

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Timing Mechanisms for Conditions (see abbreviation at beginning of affected condition):

R - Map Recordation | GP - Grading Permits | CO - Certificate of Occupancy or building final
WP - Water Improvement Plans | BP - Building Permits | P - Any permit

Governing Document (see abbreviation at the end of the affected condition):

GP - General Plan | MC - Municipal Code | CEQA - California Environmental Quality Act
Ord - Ordinance | DG - Design Guidelines | Ldscp - Landscape Development Guidelines and Specs
Res - Resolution | UFC - Uniform Fire Code | UBC - Uniform Building Code
SBM - Subdivision Map Act

area(s).

P6. The gates into truck loading and parking areas that are within view of a public street shall be of solid metal construction or wrought iron with mesh to screen the interior of the loading area.

P7. This project shall comply with South Coast Air Quality Management District (SCAQMD) rules related to dust generation (Rule 403) and the use of architectural coatings (Rule 1113).

P8. The design of all swales and basins that are visible from the public right-of-way shall be integrated with the surrounding landscape areas.

P9. Screening walls of decorative block or concrete tilt-up construction shall be provided to fully screen the truck loading and parking area for from view from Perris Boulevard, Indian Street and Grove View Road.

P10. Enhanced landscape shall be provided in the planter areas near each driveway and near the office portions of the facilities.

P11. All loudspeakers, bells, gongs, buzzers or other noise attention devices installed on the project site shall be designed to ensure that the noise level at all property lines will be at or below 55 dBA for consistency with the Municipal Code.

P12. Loading or unloading activities shall be conducted from the truck bays or designated loading areas only. (MC 9.10.140, CEQA)

P13. No outdoor storage is permitted on the project site, except for truck and trailer storage in designated areas within the screened truck courts.

P14. If the proposed project requires blasting, it shall be used only as a last resort. In such cases, it shall be approved by the Fire Marshall, and the developer shall comply with the current City ordinance governing blasting. (Ord)

P15. This approval shall expire three years after the approval date of this project unless used or extended as provided for by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever. Use means the beginning of substantial construction contemplated by this approval within the three-year period, which is thereafter pursued to completion, or the beginning of substantial utilization contemplated by this approval. (MC 9.02.230)

P16. PA09-0004 shall be developed in accordance with the approved plans on file in the Community & Economic Development Department - Planning Division, the

Municipal Code regulations, General Plan, the Moreno Valley Industrial Area Plan and the conditions contained herein. Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the City Planning Official. (MC 9.14.020)

P17. The developer, or the developer's successor-in-interest, shall be responsible for maintaining any undeveloped portion of the project site in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)

P18. A drought tolerant, low water using landscape palette shall be utilized throughout the project.

P19. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)

P20. Any signs indicated on the submitted plans are not included with this approval. Any signs proposed for this development shall be designed in conformance with the sign provisions of the Municipal Code or approved sign program, if applicable, and shall require separate application and approval by the Community & Economic Development Department - Planning Division. (MC 9.12.020)

Prior to Issuance of Grading Permits

P21. (GP) All site plans, grading plans, landscape and irrigation plans, fence/wall plans, lighting plans and street improvement plans shall be coordinated for consistency with this approval.

P22. (GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community & Economic Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

If human remains are discovered, work in the affected area shall cease immediately and the County Coroner shall be notified. If it is determined that the remains are potentially Native American, the California Native American Heritage Commission and any and all affected Native American Indians tribes such as the Morongo Band of Mission Indians or the Pechanga Band of Luiseno Indians shall be notified and appropriate measures provided by State law shall be implemented. (GP Objective 23.3, DG, CEQA).

P23. (GP) Prior to the issuance of grading permits, final erosion control landscape and irrigation plans for all cut or fill slopes over 3 feet in height shall be submitted to the Planning Division for review and approval for the phase in process. The plans shall be designed in accordance with the slope erosion plan as required by the City Engineer for that phase. Man-made slopes greater than 10 feet in height shall be "land formed" to conform to the natural terrain and shall be landscaped and stabilized to minimize visual scarring. (GP Objective 1.5, MC 9.08.080, DG)

P24. (GP) Prior to approval of any grading permit, the developer shall submit for review and approval of a tree plan to the Planning Division. The plan shall identify all mature trees (4 inch trunk diameter or larger) on the subject property, City right-of-way or Caltrans right-of-way. Using the grading plan as a base, the plan shall indicate trees to be relocated, retained, and removed. Replacement trees shall be: shown on the plan; be a minimum size of 24 inch box; and meet a ratio of three replacement trees for each mature tree removed or as approved by the Community Development Director. (GP Objective 4.4, 4.5, DG)

P25. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephens' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)

P26. (GP) Prior to approval of any grading permits, plans for any security gate system shall be submitted to the Community Development Department - Planning Division for review and approval.

P27. (GP) If a median is required, then prior to approval of any grading permits, final median enhancement/landscape/irrigation plans shall be submitted to the Community Development Department - Planning Division and Public Works Department – Special Districts for review and approval by each division. Timing of installation shall be determined by PW- Special Districts. (GP - Circulation Master Plan)

P28. (GP) Prior to issuance of any grading permits, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein.

P29. (GP) Prior to the issuance of grading permits, the grading plan shall show decorative treatment for all driveway ingress/egress locations of the project. Accessible pedestrian pathways interior to the site cannot be painted. If delineation is necessary, then an alternative material is required.

P30. (GP) Prior to the issuance of a grading permit, all required planter areas, curbs, including twelve-inch concrete step outs, and required parking space striping shall be shown on the precise grading plan.

P31. (GP) Prior to the issuance of grading permits, the following burrowing owl survey requirements shall be incorporated into the grading plans in accordance with the Riverside County Multi-species Habitat Conservation Plan: Within 30 days of and prior to disturbance, a burrowing owl focused survey shall be conducted by a qualified biologist using accepted protocols. The survey shall be submitted to the Planning Division for review and approval.

P32. (GP) Prior to issuance of grading permits, landscape plans (trees, shrubs and groundcover) for basins maintained by a POA or other private entity shall be submitted to the Planning Division for review and approval for the sides and/or slopes. A hydroseed mix with irrigation is acceptable for the bottom of all the basin areas. All detention basins shall include trees, shrubs and groundcover up to the concreted portion of the basin. A solid decorative wall with pilasters, tubular steel fence with pilasters or other fence or wall approved by the Community Development Director is required to secure all water quality and detention basins more than 18 inches in depth.

P33. (GP) Prior to issuance of grading permits, the developer shall submit wall/fence plans to the Planning Division for review and approval as follows:

- **A. A maximum 3 foot high decorative wall in lieu of a hedge or berm may be placed in setback areas adjacent to a parking lot.**
- **B. Any proposed retaining walls shall also be decorative in nature, while the combination of retaining and other walls on top shall not exceed the height requirement for the specific plan and/or Municipal Code.**
- **C. A 14 foot tall solid wall of decorative block with pilasters and a cap or concrete tilt-up construction shall be provided to screen the trucks, parked trailers and the loading areas and loading docks from view from Perris Boulevard, Indian Street and Grove View Road.**
- **D. An 8 foot tall chain link fence with slats is required along the southern property line along the Riverside County Flood Control maintenance road.**

<u>Prior to Issuance of Building Permits</u>

P34. (BP) Prior to issuance of building permits, the Community & Economic Development Department - Planning Division shall review and approve the location and method of enclosure or screening of transformer cabinets, commercial gas meters and back flow preventers as shown on the final working drawings. Location and screening shall comply with the following criteria: transformer cabinets and commercial gas meters shall not be located within required setbacks and shall be screened from public view either by architectural treatment or with landscaping; multiple electrical meters shall be fully enclosed and incorporated into the overall architectural design of the building(s); back-flow preventers shall be screened by landscaping that will

provide complete screening upon maturity. (GP Objective 43.30, DG)

P35. (BP) Prior to issuance of building permits, screening details shall be addressed on plans for roof top equipment and trash enclosures submitted for Community & Economic Development Department - Planning Division review and approval. All equipment shall be completely screened so as not to be visible from public view, and the screening shall be an integral part of the building. For trash enclosures, landscaping shall be included on at least three sides. The trash enclosure, including any roofing, shall be compatible with the architecture for the building(s). (GP Objective 43.6, DG)

P36. (BP) Prior to issuance of building permits, two copies of a detailed, on-site, computer generated, point-by-point comparison lighting plan, including exterior building, parking lot, and landscaping lighting, shall be submitted to the Community & Economic Development Department - Planning Division for review and approval. The lighting plan shall be generated on the plot plan and shall be integrated with the final landscape plan. The plan shall indicate the manufacturer's specifications for light fixtures used and shall include style, illumination, location, height and method of shielding. The lighting shall be designed in such a manner so that it does not exceed 0.5 foot candles illumination beyond at the property line. The lighting level for all parking lots or structures shall be a minimum coverage of one foot-candle of light with a maximum of eight foot-candles. After the third plan check review for lighting plans, an additional plan check fee will apply. (MC 9.08.100, DG)

P37. (BP) Prior to issuance of building permits or as permitted by current City policy, the developer or developer's successor-in-interest shall pay all applicable impact fees, including but not limited to Transportation Uniform Mitigation fees (TUMF), Multi-species Habitat Conservation Plan (MSHCP) mitigation fees, and the City's adopted Development Impact Fees. (Ord)

P38. (BP) Prior to issuance of building permits, final landscaping and irrigation plans shall be submitted to the Community & Economic Development Department - Planning Division for review. All landscape plans shall be approved prior to the release of any building permits for the site. After the third plan check review for landscape plans, an additional plan check fee shall apply. The plans shall be prepared in accordance with the City's Landscape Standards and Specifications and shall include:

A. A landscape berm, hedge or a maximum 3 foot decorative wall is required adjacent to parking areas along public rights-of-way.
B. All finger and end planters shall be included at an interval of one per 12 parking stalls, be a minimum 5' x 16', and include additional 12" concrete step-outs and 6" curbing. (MC9.08.230, City's Landscape Standards)
C. All diamond planters shall be included at an interval of one per 3 parking stalls.
D. Drought tolerant landscape shall be provided. Sod shall be limited to public gathering areas only and not be included along the perimeter of the project

site.

E. On site trees shall be planted at an equivalent of one (1) tree per thirty (30) linear feet of building dimension. Trees may be massed for pleasing aesthetic effects.

F. **Enhanced landscaping shall be included at all driveway and corner locations.**

G. All site perimeter and parking lot landscape and irrigation shall be installed prior to the release of certificate of any occupancy permits for the site or pad in question.

H. The review of all utility boxes, transformers etc. shall be coordinated to provide adequate screening from public view. (Landscape Guidelines)

I. **Street trees planted at 40 feet on center spacing shall be provided along the site's Perris Boulevard, Indian Street and Grove View Road frontages.**

J. **Along property boundaries visible from the public view and accessible to the general public, trees shall be planted at a rate of one tree per 30 linear feet of the interior property line. Tree clusters may satisfy this requirement.**

K. **The design of all swales and basins that are visible from the public right-of-way shall be integrated with the surrounding landscape areas.**

P44. (BP) Prior to the issuance of building permits, the landscape plans shall include landscape treatment for trash enclosures located outside of a truck court, to include landscape on three sides, and trash enclosures shall include decorative enhancements such as an enclosed roof and other decorative features that are consistent with the architecture of the proposed commercial buildings on the site, subject to the approval of the Community & Economic Development Director.

P45. (BP) Prior to the issuance of building permits, all fences and walls required or proposed on site, shall be approved by the Community & Economic Development Director. (MC 9.08.070)

P46. (BP) Prior to the issuance of building permits, downspouts will be interior to the building, or if exterior, integrated into the architecture of the building to include compatible colors and materials to the satisfaction of the Community & Economic Development Director.

P47. (BP) Prior to the issuance of building permits the building site plan shall include decorative concrete or pavers for all driveway ingress/egress locations for the project.

P48. (BP) Prior to issuance of building permits, a final map for Tentative Parcel Map No. 36162 (PA09-0012) must be approved and recorded and all conditions of approval related to the parcel map must be satisfied.

P49. (BP) Prior to issuance of any building permits, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein. (CEQA)

Prior to Issuance of Certificate of Occupancy or Building Final

P50. (CO) Prior to issuance of any Certificates of Occupancy or building final, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein. (CEQA) (Advisory)

P51. (CO) Prior to the issuance of Certificates of Occupancy or building final, all required and proposed fences and walls shall be constructed according to the approved plans on file in the Community & Economic Development Department – Planning Division. (MC 9.080.070).

P52. (CO) Prior to issuance of Certificate of Occupancy or building final, installed landscaping and irrigation shall be reviewed by the Community & Economic Development Department - Planning Division. The landscaping shall be installed in accordance with the City's Landscape Standards and the approved landscape plans.

P53. (CO) All rooftop equipment shall be appropriately screened and not visible from the public rights of way.

MITIGATION MEASURES

Air Quality

P54. 4.2.6.1A Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall place construction equipment staging areas at least 200 feet away from sensitive receptors. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City.

P55. 4.2.6.1B Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall utilize power sources (e.g., power poles) or clean-fuel (e.g., fuel other than diesel or gasoline) generators where feasible. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City.

P56. 4.2.6.1C Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall utilize California Air

Resources Board (CARB) Tier II Certified equipment or better during the rough/mass grading phase for the following pieces of equipment: rubber-tired dozers and scrapers. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City.

P57. **4.2.6.1D** All clearing, grading, earthmoving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.

P58. **4.2.6.1E** The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.

P59. **4.2.6.1F** The contractor shall ensure that traffic speeds on unpaved roads and project site areas are reduced to 15 miles per hour or less to reduce PM10 and PM2.5 fugitive dust haul road emissions. Speed limit signs (15 mph maximum) shall be posted at entry points to the project site, and along any unpaved roads providing access to or within the project site and/or any unpaved designated on-site travel routes.

P60. **4.2.6.1G** Groundcover shall be replaced, and/or non-toxic soil stabilizers shall be applied (according to manufacturers' specifications) to any inactive construction areas (previously graded areas inactive for ten days or more).

P61. **4.2.6.1H** The contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper tune according to manufacturer's specifications and during smog season (May through October) by not allowing construction equipment to be left idling for more than five minutes (per California law).

P62. **4.2.6.1I** The contractor shall ensure use of low-sulfur diesel fuel in construction equipment as required by the California Air Resources Board (CARB) (diesel fuel with sulfur content of 15 ppm by weight or less).

P63. **4.2.6.1J** If available, the project applicant shall use "Low-Volatile Organic Compounds" paints, coatings, and solvents with a VOC content lower than required under Rule 1113 (not to exceed 150 grams/liter; 1.25 pounds/gallon). High Pressure Low Volume (HPLV) applications of paints, coatings, and solvents shall be consistent with South Coast Air Quality Management District Rule 1113. Alternatively, the project applicant shall use materials that do not require painting or are pre-painted.

P64. **4.2.6.1K** Grading plans, construction specifications and bid documents shall also include the following notations:

- Off-road construction equipment shall utilize alternative fuels where feasible e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty;
- Gravel pads shall be provided at all access points to prevent tracking of mud onto public roads;
- Install and maintain trackout control devices at all access points where paved and unpaved access or travel routes intersect;
- The contractor or builder shall designate a person or person(s) to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust off site;
- The contractor or builder shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The contact person shall take corrective action within 24 hours;
- High pressure injectors shall be provided on diesel construction equipment where feasible;
- Engine size of construction equipment shall be limited to the minimum practical size;
- Substitute gasoline-powered for diesel-powered construction equipment where feasible;
- Use electric construction equipment where feasible;
- Install catalytic converters on gasoline-powered equipment where feasible;
- Ride-sharing program for the construction crew shall be encouraged and shall be supported by contractor(s) via incentives or other inducement;
- Documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs;
- Lunch vendor services shall be permitted onsite during construction to minimize the need for offsite vehicle trips;
- All forklifts used during construction and in subsequent operation of the project shall be electric or natural gas powered.
- Suspend use of all construction equipment operations during second stage smog alerts.

P65. **4.2.6.1L** Throughout project construction, a construction relations officer/community liaison, appointed by the Applicant, shall be retained on-site. In coordination and

cooperation with the City, the construction relations officer/community liaison shall respond to any concerns related to PM10 (fugitive dust) generation or other construction-related air quality issues.

P66. **4.2.6.1M** All project entrances shall be posted with signs which state:

- Truck drivers shall turn off engines when not in use;
- Diesel delivery trucks servicing the project shall not idle for more than three (3) minutes; and
- Telephone numbers of the building facilities manager and CARB, to report violations.

P67. **4.2.6.1N** When materials are transported off-site, all material shall be covered, effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained.

P68. **4.2.6.1O** All streets shall be swept at least once a day using SCAQMD Rule 1186 certified street sweepers utilizing reclaimed water trucks if visible soil materials are carried to adjacent streets.

P69. **4.2.6.1P** Any vegetative cover to be utilized onsite shall be planted as soon as possible to reduce the disturbed area subject to wind erosion. Irrigation systems required for these plants shall be installed as soon as possible to maintain good ground cover and to minimize wind erosion of the soil.

P70. **4.2.6.1Q.** Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow.

P71. **4.2.6.1R** All roadways, driveways, sidewalks, etc., should be completed as soon as possible. In addition, building pads should be laid as soon as possible after grading unless seeding or soil binders are used.

P72. **4.2.6.1S** Implement activity management techniques including a) development of a comprehensive construction management plan designed to minimize the number of large construction equipment operating during any given time period; b) scheduling of construction truck trips during non-peak hours to reduce peak hour emissions; c) limitation of the length of construction work-day period; and d) phasing of construction activities.

P73. **4.2.6.1T** Reroute construction trucks away from congested streets and sensitive receptor areas.

P74. **4.2.6.3A** Prior to issuance of the first building permit, building and site plan designs shall ensure that the project's energy efficiencies surpass applicable 2008 California Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent.

Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City. Any combination of the following design features, may be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent:

- Exceed California Title 24 Energy Efficiency performance standards for water heating and space heating and cooling, as deemed acceptable by the City.
- Increase in insulation such that heat transfer and thermal bridging is minimized.
- Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption.
- Incorporate dual-paned or other energy efficient windows.
- Incorporate energy efficient space heating and cooling equipment.
- Use interior and exterior energy efficient lighting which exceeds the California Title 24 Energy Efficiency performance standards, as deemed acceptable by the City. Use automatic devices to turn off lights when they are not needed.
- To the extent that they are compatible with landscaping guidelines established by the City, use shade-producing trees, particularly those that shade paved surfaces such as streets and parking lots and buildings at the project site.
- Use paints and a surface color palette for the project emphasizing light and off-white colors which reflect heat away from the buildings.
- Install a photovoltaic array (solar panels) or other source of renewable energy generation on-site, or otherwise acquire energy from the local utility that has been generated by renewable resources, to meet the project's office electricity needs.
- Reduce energy demand associated with potable water conveyance using the following:
  - Landscaping palette emphasizing drought-tolerant plants;
  - Use of water-efficient irrigation techniques; and,
  - U.S. EPA Certified WaterSense labeled for equivalent faucets, high-efficiency toilets (HETs), and water-conserving shower heads.
- Provide on-site bicycle storage/parking consistent with City of Moreno Valley requirements.
- Provide on-site showers (one for males and one for females). Provide lockers for employees.
- Establish a Transportation Management Association (TMA). The TMA will coordinate with other TMAs within the City to encourage and coordinate carpooling among building occupants. The TMA will advertise its services to building occupants, and offer transit and/or other incentives to reduce GHG emissions. A plan will be submitted by the TMA to the City within two months of

project completion that outlines the measures implemented by the TMA, as well as contact information.

- Provide preferential parking for carpools, vanpools or other alternative fuel vehicles. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to final site plan approval, delineate preferential parking for carpools and vanpools on the project site plan.
- Provide at least two electric vehicle charging stations. Locations and configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, delineate stub outs for charging stations on the project building plans.
- Implement compressed workweek schedules;
- Achieve at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers until it reaches a minimum of 90% of all long haul trips carried by SmartWay 1.0 or greater carriers.
- Achieve at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers.
- Use of fleet vehicles conforming to 2010 air quality standards or better.
- Installation of catalytic converters on gasoline-powered equipment.
- Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets;
- Establishment and use of carpool/vanpool programs, complemented by parking fees for single-occupancy vehicles;
- Provision of preferential parking for EV and CNG vehicles;
- Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance;
- Use of electric (instead of diesel or gasoline-powered) yard trucks;
- Use of SmartWay 1.25 rated trucks.
- Provide a display case or kiosk displaying transportation information including the RTA bus schedule in a prominent area accessible to employees.
- Use landscape maintenance companies that use battery powered or electric equipment or contract only with commercial landscapers who operate with equipment that complies with the most recent California Air Resources Board certification standards, or standards adopted no more than three years prior to date of use or any combination of these two themes.

P75. 4.2.6.3B The project shall be designed to facilitate the reduction of waste generated

by building occupants that is hauled to and disposed of in landfills by providing easily accessible areas that are dedicated to the collection and storage of recyclable materials including: paper, cardboard, glass, plastics, and metals. Locations of proposed recyclable materials collection areas are subject to review and approval by the City. Prior to Final Site Plan approval, locations of proposed recyclable materials collection areas shall be delineated on the project site plan.

Biological Resources

P76. **Mitigation Measure BIO-1:** No more than 72 hours prior to initiation of ground-disturbing activities, a pre-construction survey shall be completed by a qualified biologist. The survey will identify special status avian species (if any) within the area of intended disturbance. In the event no special status avian species are identified within the limits of disturbance, no further mitigation is required. In the event such species are identified within the limits of ground disturbance, **Mitigation Measure BIO-3** shall apply.

P77. **Mitigation Measure BIO-2:** No more than 72 hours prior to initiation of ground-disturbing activities, a pre-construction burrowing owl survey shall be completed by a qualified biologist for the planned disturbance area. The pre-construction burrowing owl surveys may be conducted as part of the survey required in **Mitigation Measure BIO-1**. A report detailing the findings of the pre-construction survey shall be submitted to the City prior to the initiation of ground-disturbing activities. In the event no burrowing owls are identified within the limits of ground disturbance, no further mitigation is required. In the event burrowing owls are identified within the limits of ground disturbance, **Mitigation Measures BIO-3** and **BIO-4** shall apply.

P78. **Mitigation Measures BIO-3.** If nesting special status avian or burrowing owl species are determined to occupy a proposed area of disturbance a biological monitor will be present during construction to ensure no construction activity shall take place within 500 feet of an active nest/burrow until it has been determined by the biological monitor that the nest/burrow is no longer active, and all juveniles have fledged the nest/burrow.

P79. **Mitigation Measure BIO-4:** If active burrowing owl burrows are detected outside the breeding season, then passive and/or active relocation may be approved following consultation with the CDFG and/or USFWS. One-way doors may be installed as part of a passive relocation program. Burrowing owl burrows shall be excavated with hand tools by a qualified biologist when determined to be unoccupied, and backfilled to ensure that animals do not re-enter the holes/dens.

Cultural Resources

P80. **Mitigation Measure CUL-1:** Prior to construction involving excavation four feet or more below existing surface grade, the construction contractor shall provide evidence that a qualified paleontologist has been retained, and that the paleontologist(s) shall be present during all grading and other significant ground-disturbing activities that reach four feet or more below existing surface grade. If the paleontologist(s) do not find evidence for Pleistocene-era deposits once the maximum excavation depth is reached, monitoring shall be discontinued. In the event fossiliferous deposits are encountered, the following measures shall be implemented:

- Monitoring shall be conducted by qualified paleontological monitor(s) of excavation in areas identified as likely to contain paleontological resources, including undisturbed older Pleistocene alluvium. Paleontological monitors shall be equipped to salvage fossils as they are unearthed, to avoid construction delays, and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates. Monitors shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens. Monitoring may be reduced if the potentially fossiliferous units are determined upon exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources.
- Paleontological monitoring of any earthmoving will be conducted by a monitor, under direct guidance of a qualified paleontologist. Earthmoving in areas of the parcel where previously undisturbed sediments are buried, but not otherwise disturbed, will not be monitored.
- Preparation of recovered specimens to a point of identification and permanent preservation, including washing of sediments to recover small invertebrates and vertebrates.
- Identification and curation of specimens into a professional, fully accredited museum repository with permanent retrievable storage. The paleontologist must have a written repository agreement in hand prior to the initiation of mitigation activities.
- Preparation or a report of findings with and appended itemized inventory of specimens. The report and report and inventory, when submitted to the City of Moreno Valley along with confirmation of the curation of recovered of recovered specimens into an established, accredited museum repository, will signify completion of the program to mitigate impacts to paleontological resources

Geology and Soils

P81. **Mitigation Measure GEO-1:** Prior to the issuance of grading permits, any existing low density soils and/or saturated soils shall be removed to competent natural soil under the inspection of the Soils Engineering Firm. After the exposed surface has been cleansed of debris and/or vegetation, it shall be scarified until it is uniform in consistency, brought to the proper moisture content and compacted to a minimum

of 90 percent relative compaction (in accordance with ASTM: D-1557). In any area where a transition between fill and native soil or between bedrock and soil are encountered, additional excavation beneath foundations and slabs will be necessary in order to provide uniform support and avoid differential settlement of the structure.

The on-site soils or approved import soils may be utilized for the compacted fill, provided they are free of any deleterious materials and shall not contain any rocks, brick, asphaltic concrete, concrete, or other hard materials greater than eight inches in maximum dimensions. Any import soil must be approved by the Soils Engineering firm a minimum of 24 hours prior to importation to the site.

The approved fill soils shall be placed in layers not in excess of six inches in thickness. Each lift shall be uniform in thickness and thoroughly blended. The fill soils shall be brought to within 2 percent of the optimum moisture content, unless otherwise specified by the Soils Engineering firm. Each lift shall be compacted to a minimum of 90 percent relative compaction (in accordance with ASTM: D-1557) and approved prior to the placement of the next layer of soil. Compaction tests shall be obtained at the discretion of the Soils Engineering firm but to a minimum of one test for every 500 cubic yards placed and/or for every two feet of compacted fill placed.

The minimum relative compaction shall be obtained in accordance with accepted methods in the construction industry. The final grade of the structural areas shall be in a dense and smooth condition prior to placement of slabs-on-grade or pavement areas. No fill soils shall be placed, spread, or compacted during unfavorable weather conditions. When the grading is interrupted by heavy rains, compaction operations shall not be resumed until approved by the Soils Engineering firm.

It should be noted that the above measure may be modified by the Final Geotechnical or Soils Report.

P82. **Mitigation Measure GEO-2:** Prior the issuance of grading permits, the project proponent shall inform the project engineers, architects, owner, maintenance personnel, and other interested parties of the Expansive Soil Guidelines provided in the project's geotechnical analysis [Geotechnical Engineering Investigation Proposed Industrial Development Southwest Corner of Perris Boulevard and Grove View Road Moreno Valley, California, NorCal Engineering, March 7, 2007]. The recommendations identified in the project's Expansive Soil Guidelines shall be implemented by the project engineers, architects, owner, maintenance personnel, and other interested parties in the applicable design guidelines. Applicable design guidelines shall be included and implemented in the project's grading plans.

Greenhouse Gases and Global Climate Change

P83. **4.3.6.1A** Prior to the issuance of building permits, the project applicant shall provide evidence to the City of Moreno Valley that building features have been incorporated

in building plans as required by Title 24 of the California Code of Regulations. These features include but are not limited to the following:

- Exterior windows in the office areas shall utilize window treatments for efficient energy conservation.
- Per CALGreen Code requirements, water-efficient fixtures and appliances, including but not limited to low-flow faucets, dual-flush toilets minimizing water consumption by 20 percent from the Building Standards Code baseline water consumption shall be used.
- Per CALGreen Code requirements, a Commissioning Plan shall be prepared and all building systems (e.g., heating, ventilation, and air-conditioning [HVAC], irrigation systems, lighting, water heating) shall be commissioned by the Commissioning Authority.
- Per CALGreen Code, restrict watering methods (e.g., prohibit systems that apply water to non-vegetated surfaces) and control runoff.

P84. **4.3.6.1B** Prior to the issuance of building permits, the project applicant shall provide evidence to the City of Moreno Valley that the following measures have been be incorporated into the design and construction of the project:

- Encourage use of locally produced and/or manufactured building materials for at least 10 percent of the construction materials used for the project.
- Encourage use of "Green Building Materials," such as those materials that are resource efficient, and recycled and manufactured in an environmentally friendly way, for at least 10 percent of the project.
- Limit unnecessary idling of construction equipment. A reduction in equipment idling would reduce fuel consumption, and therefore, GHG emissions.
- Maximize the use of electricity from the power grid by replacing diesel- or gasoline-powered equipment where feasible. This would reduce GHG emissions because electricity can be produced more efficiently at centralized power plants.
- Design the project building to exceed the California Building Code's (CBC) 2008 Title 24 energy standard by 20%, including, but not limited to, any combination of the following:
  - Increase insulation such that heat transfer and thermal bridging is minimized.
  - Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption.
  - Incorporate ENERGY STAR or better rated windows in the office area, space heating and cooling equipment, light fixtures, appliances, or other applicable electrical equipment.
- Provide a landscape and development plan for the project that takes advantage of shade, prevailing winds, and landscaping. The landscaping plan shall be prepared by a registered landscape architect who will consider the following:

- Plant at least 50 percent low-ozone forming potential (Low-OFP) trees and shrubs, preferably native, drought-resistant species, to meet city/county landscaping requirements.
- Plant Low-OFP, native, drought-resistant, tree and shrub species, 20% in excess of that already required by city or county ordinance. Consider roadside, sidewalk, and driveway shading.

- Install efficient lighting and lighting control systems. Use daylight as an integral part of the lighting systems in buildings.
- Install light-colored "cool" roof and cool pavements.
- Install energy-efficient heating and cooling systems, appliances and equipment, and control systems.
- Install solar or light-emitting diodes (LEDs) for outdoor lighting.
- Install electrical outlets on the exterior walls of the warehouse/office building (and perhaps parking lots) to promote the use of electric landscape maintenance equipment.

P85. **4.3.6.1C** Prior to the issuance of occupancy permits, the project applicant shall provide evidence to the City of Moreno Valley that the following measures have been incorporated into the operation of the project:

- The project applicant shall use low Global Warming refrigerants or natural refrigerants (ammonia, propane, carbon dioxide [CO_2]) for refrigeration and fire suppression equipment.
- Provide vegetative or man-made exterior wall shading devices for east-, south-, and west facing walls with windows in the office areas.
- Devise a comprehensive water conservation strategy appropriate for the project and its location. The strategy may include the following, plus other innovative measures that may be appropriate:
- Install drought tolerant plants for landscaping.
- Use reclaimed water for landscape irrigation within the project. Install the infrastructure to deliver and use reclaimed water.
- Install water-efficient irrigations systems, such as weather-based and soil-moisture-based irrigation controllers and sensors for landscaping according to the California Department of Water Resources Model Efficient Landscape Ordinance.
- Provide employee education about reducing waste and available recycling services.

***P86.** **4.3.6.1D** The building roof shall be designed and constructed to accommodate future solar panels.

***P87. 4.3.6.1E** The project shall be designed and constructed to meet LEED Silver (as of July 12, 2012) or comparable design standards.

***Mitigation Measures added by the Planning Commission at the July 12, 2012 public hearing.**

Hydrology and Water Quality

P88. Mitigation Measure HYD-01: Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall provide evidence to the City that a Notice of Intent (NOI) with the Regional Water Quality Control Board has been filed to be covered under the State NPDES General Construction Permit for discharge of stormwater associated with construction activities.

P89. Mitigation Measure HYD-02: Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall submit to the State Water Quality Control Board, a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall include a surface water control plan and erosion control plan citing specific measures to control on-site and off-site erosion during the entire grading and construction period. Additionally, the SWPPP shall identify structural and nonstructural BMPs to control sediment and non-visible discharges from the site. BMPs to be implemented in the SWPPP may include but shall not be limited to the following:

Sediment discharges from the site may be controlled by the following: gravel bags, silt fences, straw wattles and temporary debris basins (if deemed necessary), and other discharge control devices. The construction and condition of the BMPs will be periodically inspected during construction, and repairs will be made when necessary as required by the SWPPP.

Materials that have the potential to contribute non-visible pollutants to stormwater must not be placed in drainage ways and must be contained, elevated, and placed in temporary storage containment areas.

All loose piles of soil, silt, clay, sand, debris, and other earthen material shall be protected in a reasonable manner to eliminate any discharge from the site. Stockpiles will be surrounded by silt fences.

The SWPPP will include inspection forms for routine monitoring of the site during the construction phase to ensure NPDES compliance.

Additional BMPs and erosion control measures will be documented in the SWPPP and utilized if necessary.

The SWPPP will be kept on site for the entire duration of project construction and will also be available to the local RWQCB for inspection at any time.

In the event that it is not feasible to implement the above BMPs, the City of Moreno Valley can make a determination that other BMPs will provide equivalent or superior treatment either on or off site.

P90. **Mitigation Measure HYD-03:** Prior to the issuance of grading permits, the project proponent shall provide evidence to the City that the following provisions have been added to construction contracts for the project:

- The Construction Contractor shall be responsible for performing and documenting the application of BMPs identified in the SWPPP. Weekly inspections shall be performed on sediment control measures called for in the SWPPP. Monthly reports shall be maintained by the Contractor and submitted to the City for inspection. In addition, the Contractor will also be required to maintain an inspection log and have the log on site to be reviewed by the City of Moreno Valley and the representatives of the Regional Water Quality Control Board.

P91. **Mitigation Measure HYD-04:** Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall receive approval from the City of Moreno Valley for a Final Water Quality Management Plan (F-WQMP). The F-WQMP shall specifically identify pollutants of concern, site design, source control, and treatment control BMPs that shall be used on site to control predictable pollutant runoff in order to reduce impacts to water quality to the maximum extent practicable.

P92. **Mitigation Measure HYD-05:** Prior to grading plan approval and the issuance of a grading permit, the project proponent shall submit a detailed grading plan and drainage report, with supporting engineering calculations, to the City Engineer for review and approval. The plan and report shall incorporate relevant requirements identified by the City and/or site-specific geotechnical investigations. The plan and report shall provide evidence that the storm drainage system would be adequate to convey water for the 100-year storm event from the project site and that the post-development flows exiting the proposed project site are less than or equal to pre-development flows.

Noise

P93. **4.4.6.1A** During all project site excavation and grading on site, the project contractor shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers consistent with manufacturers' standards.

P94. **4.4.6.1B** The project contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest to the project site.

P95. **4.4.6.1C** The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise-sensitive receptors nearest to the project site during all project construction.

P96. **4.9.6.1D** During all project site construction activities, the construction contractor shall limit all construction-related activities that would result in high noise levels to between the hours of 6:00 a.m. and 8:00 p.m. on weekdays and between the hours of 7:00 a.m. to 8:00 p.m. on weekends and holidays, unless written approval is obtained from the City Building Official or City Engineer. For grading activity, the hours are limited to between 7 am and 6 pm weekdays and 8 am to 4 pm on weekends and holidays.

Transportation

P97. **4.5.6.1A.** Prior to the issuance of building permits, the project applicant shall participate in the City of Moreno Valley Development Impact (DIF) Fee Program and pay the project's fair share for local circulation improvements as outlined in the VIP Moreno Valley Project Traffic Study. The City shall ensure that the intersection and street improvements outlined in the VIP Moreno Valley Project Traffic Study will be constructed pursuant to the timeframes established by the City of Moreno Valley Development Impact Fee Program.

P98. **4.5.6.1B.** Prior to the issuance of building permits, the project applicant shall participate in the County of Riverside Transportation Uniform Mitigation Fee (TUMF) Program and pay the project's fair share for regional circulation improvements. The City shall ensure that the intersection and street improvements outlined in the VIP Moreno Valley Project Traffic Study will be constructed pursuant to the timeframe established by the County of Riverside TUMF Program.

P99. **4.5.6.2A.** Prior to the issuance of occupancy permits, the project applicant shall have constructed the site access roadway improvements outlined below.

Indian Street/South Project Driveway: Restripe to convert center turn lane on Indian Street to a two-way left-turn lane. This location does not meet a peak hour signal warrant. This is a site-adjacent improvement to be constructed by the project applicant.

<u>Building and Safety Division</u>

B1. The above project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as all other city ordinances. All new projects shall provide a soils report. Plans shall be submitted to the Building Department as a separate submittal.

COMMERCIAL, INDUSTRIAL, MULTI-FAMILY PROJECTS INCLUDING CONDOMINIUMS, TOWNHOMES, DUPLEXES AND TRIPLEX BUILDINGS REQUIRE THE FOLLOWING:

Prior to final inspection, all plans will be placed on a CD Rom for reference and verification. Plans will include "as built" plans, revisions and changes. The CD will

also include Title 24 energy calculations, structural calculations and all other pertinent information. It will be the responsibility of the developer and or the building or property owner(s) to bear all costs required for this process. The CD will be presented to the Building Department for review prior to final inspection and building occupancy. The CD will become the property of the Moreno Valley Building Department at that time. In addition, a site plan showing the path of travel from public right of way and building to building access with elevations will be required.

B2. (BP) Prior to the issuance of a building permit, the applicant shall submit a properly completed "Waste Management Plan" (WMP), as required, to the Compliance Official (Building Official) as a portion of the building or demolition permit process.

SCHOOL DISTRICT

S1. (BP) Prior to issuance of building permits, the developer shall provide to the Community Development Director a written certification by the affected school district that either: (1) the project has complied with the fee or other exaction levied on the project by the governing board of the district, pursuant to Government Code Section 65996; or (2) the fee or other requirement does not apply to the project.

UNITED STATES POSTAL SERVICE

PO1. (BP) Prior to the issuance of building permits, the developer shall contact the U.S. Postal Service to determine the appropriate type and location of mailboxes.

FIRE PREVENTION BUREAU

1. **Please complete and return attached fire flow letter.**
2. The following Standard Conditions shall apply.

With respect to the conditions of approval, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.

F2. The Fire Prevention Bureau is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering 4000 GPM for 4 hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 508.3, Appendix B and MVMC 8.36.100 Section D) **The 50% reduction in fire flow was granted for the use of fire sprinklers throughout the facility. The reduction shall only apply to fire flow, hydrant spacing shall be per the fire flow requirements listed in CFC Appendix B and C.**

F3. Industrial, Commercial, Multi-family, Apartment, Condominium, Townhouse or Mobile Home Parks. A combination of on-site and off-site super enhanced fire hydrants (6" x 4" x 4" x 2 ½") shall not be closer than 40 feet and more than 150 feet from any portion of the building as measured along approved emergency vehicular travel ways. The required fire flow shall be available from any adjacent fire hydrant(s) in the system. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, super or enhanced fire hydrants as determined by the fire code official shall be provided at spacing not to exceed 500 feet of frontage for transportation hazards. (CFC 508.5.7 & MVMC 8.36.050 Section O and 8.36.100 Section E)

F4. During phased construction, dead end roadways and streets which have not been completed shall have a turn-around capable of accommodating fire apparatus. (CFC 503.1 and 503.2.5)

F5. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)

F6. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)

F7. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less than twenty–four (24) or thirty (30) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches. (CFC 503.2.1.1 and MVMC 8.36.050)

F8. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.050)

F9. If construction is phased, each phase shall provide an approved emergency vehicular access way for fire protection prior to any building construction. (CFC 501.4 and MVMC 8.36.050 Section A)

F10. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3 and MVMC 8.36.050)

F11. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5 and MVMC 8.36.050)

F12. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)

F13. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Fire Prevention Bureau for review. Plans shall:

a) Be signed by a registered civil engineer or a certified fire protection engineer;
b) Contain a Fire Prevention Bureau approval signature block; and
c) Conform to hydrant type, location, spacing of new and existing hydrants and minimum fire flow required as determined by the Fire Prevention Bureau.

After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.

Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 508.1 and MVMC 8.36.100)

F14. Prior to issuance of Certificate of Occupancy or Building Final, "Blue Reflective Markers" shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 510.1)

F15. Prior to issuance of Certificate of Occupancy or Building Final, all commercial buildings shall display street numbers in a prominent location on the street side and rear access locations. The numerals shall be a minimum of twelve (12) inches in height for buildings and six (6) inches in height for suite identification on a contrasting background. Unobstructed lighting of the address(s) shall be by means approved by the Fire Prevention Bureau and Police Department. In multiple suite centers (strip malls), businesses shall post the name of the business on the rear door(s). (CFC 505.1)

F16. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9)

F17. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire alarm system monitored by an approved Underwriters Laboratory listed central station based on a requirement for monitoring the sprinkler system, occupancy or use. Fire alarm panel shall be accessible from exterior of building in an approved location. Plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9 and MVMC 8.36.070)

F18. Prior to issuance of a Certificate of Occupancy or Building Final, a "Knox Box Rapid Entry System" shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Chief. The Knox-Box shall be supervised by the alarm system and all exterior security emergency access gates shall be electronically operated and be provided with Knox key switches for access by emergency personnel. (CFC 506.1)

F19. Prior to issuance of Certificate of Occupancy, approval shall be required from the County of Riverside Community Health Agency (Department of Environmental Health) and Moreno Valley Fire Prevention Bureau to maintain, store, use, handle materials, or conduct processes which produce conditions hazardous to life or property, and to install equipment used in connection with such activities. (CFC 2701.5)

F20. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.

F21. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503.2.7 and MVMC 8.36.050 Section I)

F22. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.050)

F23. Prior to construction, "private" driveways over 150 feet in length shall have a turn-around as determined by the Fire Prevention Bureau capable of accommodating fire apparatus. Driveway grades shall not exceed 12 percent. (CFC 503 and MVMC 8.36.050)

F24. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.

F25. A permit is required to maintain, store, use or handle materials, or to conduct processes which produce conditions hazardous to life or property, or to install equipment used in connection with such activities. Such permits shall not be construed as authority to violate, cancel or set aside any of the provisions of this code. Such permit shall not take the place of any license required by law. Applications for permits shall be made to the Fire Prevention Bureau in such form and detail as prescribed by the Bureau. Applications for permits shall be accompanied by such plans as required by the Bureau. Permits shall be kept on the premises designated therein at all times and shall be posted in a conspicuous location on the premises or shall be kept on the premises in a location designated by the Fire Chief. Permits shall be subject to inspection at all times by an officer of the fire department or other persons authorized by the Fire Chief in accordance with Appendix Chapter 1 and MVMC 8.36.100.

F26. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14 & CBC Chapter 33)

F27. Prior to issuance of Certificate of Occupancy, permits are required to store, dispense, use or handle hazardous material. Each application for a permit shall include a hazardous materials management plan (HMMP). The location of the HMMP shall be posted adjacent to (other) permits when an HMMP is provided. The HMMP shall include a facility site plan designating the following:

a) Storage and use areas;
b) Maximum amount of each material stored or used in each area;
c) Range of container sizes;
d) Locations of emergency isolation and mitigation valves and devises;
e) Product conveying piping containing liquids or gases, other than utility-owned fuel gas lines and low-pressure fuel gas lines;
f) On and off positions of valves for valves which are of the self-indicating type;
g) Storage plan showing the intended storage arrangement, including the location and dimensions of aisles. The plans shall be legible and approximately to scale. Separate distribution systems are allowed to be shown on separate pages; and
h) Site plan showing all adjacent/neighboring structures and use.

NOTE: Each application for a permit shall include a hazardous materials inventory statement (HMIS).

F28. Before a Hazardous Materials permit is issued, the Fire Chief shall inspect and approve the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used. In instances where laws or regulations are enforceable by departments other than the Fire Prevention Bureau, joint approval shall be obtained from all departments concerned. (CFC Appendix H)

F29. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 106)

F30. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 106)

F31. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 104)

F32. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.7)

F33. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Appendix Chapter 1)

F34. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)

F35. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.

FIRE FLOW LETTER

Date:	02/24/2009	Address:	
Case Number:	PA09-0004	A.P.N.:	316-210-071, 073, 075, 076

This is certification the water system is capable of meeting the following required fire flows as determined by the California Fire Code Appendix B.

Based on the information provided on the above referenced case. The fire flow required for this project will be 4000 G.P.M. for duration of 4-HOURS measured at 20-psi residual pressure.

The required fire flow may be adjusted during the approval process to reflect changes in design, construction type or automatic fire protection measures as approved by the Fire Prevention Bureau.

Applicant/ Developer: _____

By: _____ **Date:** _____

Title: _____

WATER AGENCY APPROVAL

Name of Agency: _____

Address: _____

Telephone: _____ **Date:** _____

By: _____ **Title:** _____

NOTE: **THE COMPLETION AND SUBMITTAL OF THIS LETTER TO THE FIRE PREVENTION BUREAU SHALL NOT BE CONSTRUED AS APPROVAL FOR THE INSTALLATION OF THE REQUIRED FIRE HYDRANT (S) AND/OR WATER SYSTEM.**

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT – LAND DEVELOPMENT DIVISION

The following are the Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Land Development Division.

General Conditions

LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City's Municipal Code (MC) and if subdividing land, the Government Code (GC) of the State of California, specifically Sections 66410 through 66499.58, said sections also referred to as the Subdivision Map Act (SMA). (MC 9.14.010)

LD2. (G) It is understood that the tentative map correctly shows all existing easements, traveled ways, and drainage courses, and that their omission may require the map or plans associated with this application to be resubmitted for further consideration. (MC 9.14.040)

LD3. (G) In the event right-of-way or offsite easements are required to construct offsite improvements necessary for the orderly development of the surrounding area to meet the public health and safety needs, the developer shall make a good faith effort to acquire the needed right-of-way in accordance with the Land Development Division's administrative policy. In the event that the developer is unsuccessful, he shall enter into an agreement with the City to acquire the necessary right-of-way or offsite easements and complete the improvements at such time the City acquires the right-of-way or offsite easements which will permit the improvements to be made. The developer shall be responsible for all costs associated with the right-of-way or easement acquisition. (GC 66462.5)

LD4. (G) If improvements associated with this project are not initiated within two years of the date of approval of the Public Improvement Agreement, the City Engineer may require that the improvement cost estimate associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the Public Improvement Agreement or issuance of a permit.

LD5. (G) The developer shall monitor, supervise and control all construction and construction supportive activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:

(a) Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.

(b) Observance of working hours as stipulated on permits issued by the Public Works Department.

(c) The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.

(d) All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements shall be adhered to during the grading operations.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

LD6. (G) The developer shall protect downstream properties from damage caused by alteration of drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities, including, but not limited to, modifying existing facilities or by securing a drainage easement. (MC 9.14.110)

LD7. (G) A detailed drainage study shall be submitted to the City Engineer for review and approval at the time of any improvement or grading plan submittal. The study shall be prepared by a registered civil engineer and shall include existing and proposed hydrologic conditions. Hydraulic calculations are required for all drainage control devices and storm drain lines. (MC 9.14.110). Prior to approval of the related improvement or grading plans, the developer shall submit the approved drainage study, on compact disk, in (.pdf) digital format to the Land Development Division of the Public Works Department.

LD8. (G) Prior to occupancy, the developer shall enter into a Development Impact Fee (DIF) Improvement Credit Agreement to secure credit and reimbursement for the construction of applicable **Indian Street** improvements. If the developer fails to complete this agreement prior to the timing as specified above, no credits or reimbursements will be given. The applicant shall pay Arterial Streets, Traffic Signals, and Interchange Improvements development impact fees adopted by the City Council by resolution. (Ord. 695 § 1.1 (part), 2005) (MC 3.38.030, .040, .050)

LD9. (G) Prior to occupancy, the developer shall enter into a Transportation Uniform Mitigation Fee (TUMF) Improvement Credit Agreement to secure credit and reimbursement for the construction of applicable **Perris Boulevard** improvements. If the developer fails to complete this agreement by the timing as specified above, no credits or reimbursements will be given for any work. Prior to approval of the TUMF Improvement Credit Agreement, an approved engineer's cost estimate and street improvement plan are required.

LD10. (G) The final conditions of approval issued by the Planning Division subsequent to Planning Commission approval shall be photographically or electronically placed on mylar sheets and included in the Grading and Street Improvement plan sets on twenty-four (24) inch by thirty-six (36) inch mylar and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field during grading and construction.

Prior to Grading Plan Approval or Grading Permit

LD11. (GPA) Prior to approval of the grading plans, plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD12. (GPA) Prior to approval of grading plans, the developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:

a. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the City Engineer, lot lines shall be located at the top of slopes.

b. Any grading that creates cut or fill slopes adjacent to the street shall provide erosion control, sight distance control, and slope easements as approved by the City Engineer.

c. A grading permit shall be obtained from the Public Works Department Land Development Division prior to commencement of any grading outside of the City maintained road right-of-way.

d. All improvement plans are substantially complete and appropriate clearance and at-risk letters are provided to the City. (MC 9.14.030)

e. The developer shall submit a soils and geologic report to the Public Works Department – Land Development Division. The report shall address the soil's stability and geological conditions of the site.

LD13. (GPA) Prior to grading plan approval, the developer shall select and implement treatment control best management practices (BMPs) that are medium to highly effective for treating Pollutants of Concern (POC) for the project. Projects where National Pollution Discharge Elimination System (NPDES) mandates water quality treatment control best management practices (BMPs) shall be designed per the City of Moreno Valley guidelines or as approved by the City Engineer.

LD14. (GPA) Prior to approval of the grading plans for projects that will result in discharges of storm water associated with construction with a soil disturbance of one or more acres of land, the developer shall submit a Notice of Intent (NOI) and obtain a Waste Discharger's Identification number (WDID#) from the State Water Quality Control Board (SWQCB). The WDID# shall be noted on the grading plans prior to issuance of the first grading permit.

LD15. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall submit two (2) copies of the final project-specific Water Quality Management Plan (WQMP) for review by the City Engineer that :

a. Addresses Site Design Best Management Practices (BMPs) such as minimizing impervious areas, maximizing permeability, minimizes directly connected impervious areas to the City's street and storm drain systems, and conserves natural areas;
b. Incorporates Source Control BMPs and provides a detailed description of their implementation;
c. Incorporates Treatment Control BMPs and provides information regarding design considerations;
d. Describes the long-term operation and maintenance requirements for BMPs requiring maintenance; and
e. Describes the mechanism for funding the long-term operation and maintenance of the BMPs.

A copy of the final WQMP template can be obtained on the City's Website or by contacting the Land Development Division of the Public Works Department.

LD16. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall record a "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," to provide public notice of the requirement to implement the approved final project-specific WQMP and the maintenance requirements associated with the WQMP.

A boilerplate copy of the "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," can be obtained by contacting the Land Development Division of the Public Works Department

LD17. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall secure approval of the final project-specific WQMP from the City Engineer. The final project-specific WQMP shall be submitted at the same time of grading plan submittal. The approved final WQMP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format prior to grading plan approval.

LD18. (GPA) Prior to the grading plan approval, or issuance of a building permit as determined by the City Engineer, the approved final project-specific WQMP shall be incorporated by reference or attached to the project's Storm Water Pollution Prevention Plan as the Post-Construction Management Plan.

LD19. (GPA) Prior to grading plan approval, the developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the state's Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at the project site and be available for review upon request. The SWPPP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format.

LD20. (GPA) Prior to the approval of the grading plans, the developer shall pay applicable remaining grading plan check fees.

LD21. (GP) Prior to issuance of a grading permit, or building permit when a grading permit is not required, for projects that require a project-specific Water Quality Management Plan (WQMP), a project-specific final WQMP (F-WQMP) shall be approved. Upon approval, a WQMP Identification Number is issued by the Storm Water Management Section and shall be noted on the rough grading plans as confirmation that a project-specific F-WQMP approval has been obtained.

LD22. (GP) Prior to issuance of a grading permit, if the fee has not already been paid prior to map approval or prior to issuance of a building permit if a grading permit is not required, the developer shall pay Area Drainage Plan (ADP) fees. The developer shall provide a receipt to the City showing that ADP fees have been paid to Riverside County Flood Control and Water Conservation District. (MC 9.14.100)

LD23. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the completion of the grading required as a condition of approval of the project.

LD24. (GP) Prior to issuance of a grading permit, the developer shall pay the applicable grading inspection fees.

<u>Prior to Map Approval or Recordation</u>

LD25. (MA) Prior to approval of the map, the developer shall submit a copy of the Covenants, Conditions and Restrictions (CC&Rs) to the Land Development Division for review and approval. The CC&Rs shall include, but not be limited to, access easements, reciprocal access, private and/or public utility easements as may be relevant to the project.

LD26. (MA) Prior to approval of the map, all street dedications shall be irrevocably offered to the public and shall continue in force until the City accepts or abandons such

offers, unless otherwise approved by the City Engineer. All dedications shall be free of all encumbrances as approved by the City Engineer.

LD27. (MA) Prior to approval of the map, security shall be required to be submitted as a guarantee of the completion of the improvements required as a condition of approval of the project. A public improvement agreement will be required to be executed.

LD28. (MR) Prior to recordation of the map, the developer shall submit the map, on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.

Prior to Improvement Plan Approval or Construction Permit

LD29. (IPA) Prior to approval of the improvement plans, the improvement plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD30. (IPA) Prior to approval of the improvement plans, the developer shall submit clearances from all applicable agencies, and pay all outstanding plan check fees. (MC 9.14.210)

LD31. (IPA) All public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer in order for the Public Improvement Agreement and accompanying security to be executed.

LD32. (IPA) Prior to approval of the improvement plans, securities and a public improvement agreement shall be required to be submitted and executed as a guarantee of the completion of the improvements required as a condition of approval of the project.

LD33. (IPA) The street improvement plans shall comply with all applicable City standards and the following design standards throughout this project:

a. Corner cutbacks in conformance with City Standard 208 shall be shown on the final map or, if no map is to be recorded, offered for dedication by separate instrument.

b. Lot access to major thoroughfares shall be restricted except at intersections and approved entrances and shall be so noted on the final map. (MC 9.14.100)

c. The minimum centerline and flow line grades shall be one percent unless otherwise approved by the City Engineer. (MC 9.14.020)

d. All street intersections shall be at ninety (90) degrees plus or minus five (5) degrees per City Standard No. 706A, or as approved by the City Engineer. (MC 9.14.020)

LD34. (IPA) Prior to approval of the improvement plans, the plans shall indicate any restrictions on trench repair pavement cuts to reflect the City's moratorium on disturbing newly-constructed pavement less than three years old and recently slurry sealed streets less than one year old. Pavement cuts for trench repairs may be allowed for emergency repairs or as specifically approved in writing by the City Engineer.

LD35. (IPA) Prior to approval of the improvement plans, the developer is required to bring any existing access ramps adjacent to and fronting the project to current ADA (Americans with Disabilities Act) requirements. However, when work is required in an intersection that involves or impacts existing access ramps, those access ramps in that intersection shall be retrofitted to comply with current ADA requirements, unless approved otherwise by the City Engineer.

LD36. (IPA) Prior to approval of the improvement plans, drainage facilities with sump conditions shall be designed to convey the tributary 100-year storm flows. Secondary emergency escape shall also be provided. (MC 9.14.110)

LD37. (IPA) Prior to the approval of the improvement plans, the hydrology study shall show that the 10-year storm flow will be contained within the curb and the 100-year storm flow shall be contained within the street right-of-way. In addition, one lane in each direction shall not be used to carry surface flows during any storm event for street sections equal to or larger than a minor arterial. When any of these criteria is exceeded, additional drainage facilities shall be installed. (MC 9.14.110 A.2)

LD38. (IPA) The project shall be designed to accept and properly convey all off-site drainage flowing onto or through the site. All storm drain design and improvements shall be subject to review and approval of the City Engineer. In the event that the City Engineer permits the use of streets for drainage purposes, the provisions of the Development Code will apply. Should the quantities exceed the street capacity or the use of streets be prohibited for drainage purposes, as in the case where one travel lane in each direction shall not be used for drainage conveyance for emergency vehicle access on streets classified as minor arterials and greater, the developer shall provide adequate facilities as approved by the Public Works Department – Land Development Division. (MC 9.14.110)

LD39. (CP) All work performed within the City right-of-way requires a construction permit. As determined by the City Engineer, security may be required for work within the right-of-way. Security shall be in the form of a cash deposit or other approved means. The City Engineer may require the execution of a public improvement agreement as a condition of the issuance of the construction permit. All inspection fees shall be paid prior to issuance of construction permit. (MC 9.14.100)

LD40. (CP) Prior to issuance of a construction permit, all public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer.

LD41. (CP) Prior to issuance of construction permits, the developer shall submit all improvement plans on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.

LD42. (CP) Prior to issuance of construction permits, the developer shall pay all applicable inspection fees.

Prior to Building Permit

LD43. (BP) Prior to issuance of a building permit, if the project involves a non-residential subdivision, the map shall be recorded.

LD44. (BP) Prior to issuance of a building permit (excluding model homes), an approval by the City Engineer is required of the water quality control basin(s). The developer shall provide certification to the line, grade, flow test and system invert elevations.

LD45. (BP) Prior to issuance of a building permit, all pads shall meet pad elevations per approved plans as noted by the setting of "Blue-top" markers installed by a registered land surveyor or licensed engineer.

LD46. (BP) Prior to issuance of a building permit, the developer shall submit for review and approval, a Waste Management Plan (WMP) that shows data of waste tonnage, supported by original or certified photocopies of receipts and weight tags or other records of measurement from recycling companies and/or landfill and disposal companies. The Waste Management Plan shall contain the following:

a. The estimated volume or weight of project waste to be generated by material type. Project waste or debris may consist of vegetative materials including trees, tree parts, shrubs, stumps, logs, brush, or any other type of plants that are cleared from a site. Project waste may also include roadwork removal, rocks, soils, concrete and other material that normally results from land clearing.
b. The maximum volume or weight of such materials that can be feasibly diverted via reuse and recycling.
c. The vendor(s) that the applicant proposes to use to haul the materials.
d. Facility(s) the materials will be hauled to, and their expected diversion rates.
e. Estimated volume or weight of clearing, grubbing, and grading debris that will be landfilled.

Approval of the WMP requires that at least fifty (50) percent of all clearing, grubbing, and grading debris generated by the project shall be diverted, unless the

developer is granted an exemption. Exemptions for diversions of less than fifty (50) percent will be reviewed on a case by case basis. (AB939, MC 8.80)

Prior to Certificate of Occupancy

LD47. (CO) Prior to issuance of the last certificate of occupancy or building final, the developer shall pay all outstanding fees.

LD48. (CO) Prior to issuance of a certificate of occupancy, this project is subject to requirements under the current permit for storm water activities required as part of the National Pollutant Discharge Elimination System **(NPDES)** as mandated by the Federal Clean Water Act. In compliance with Proposition 218, the developer shall agree to approve the City of Moreno Valley NPDES Regulatory Rate Schedule that is in place at the time of certificate of occupancy issuance. Following are the requirements:

a. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required continuous operation, maintenance, monitoring system evaluations and enhancements, remediation and/or replacement, all in accordance with Resolution No. 2002-46.
   i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process; or
   ii. Establish an endowment to cover future City costs as specified in the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule.

b. Notify the Special Districts Division of the intent to request building permits 90 days prior to their issuance and the financial option selected. The financial option selected shall be in place prior to the issuance of certificate of occupancy. (California Government Code & Municipal Code)

LD49. (CO) The City of Moreno Valley has an adopted Development Impact Fee (DIF) nexus study. All projects unless otherwise exempted shall be subject to the payment of the DIF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD50. (CO) The City of Moreno Valley has an adopted area wide Transportation Uniform Mitigation Fee (TUMF). All projects unless otherwise exempted shall be subject to the payment of the TUMF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD51. (CO) Prior to issuance of a certificate of occupancy or building final, the developer shall construct all public improvements in conformance with applicable City standards, except as noted in the Special Conditions, including but not limited to the following applicable improvements:

a. Street improvements including, but not limited to: pavement, base, curb and/or gutter, cross gutters, spandrel, sidewalks, drive approaches, pedestrian ramps, street lights, signing, striping, under sidewalk drains, landscaping and irrigation, medians, redwood header boards, pavement tapers/transitions and traffic control devices as appropriate.

b. Storm drain facilities including, but not limited to: storm drain pipe, storm drain laterals, open channels, catch basins and local depressions.

c. City-owned utilities.

d. Sewer and water systems including, but not limited to: sanitary sewer, potable water and recycled water.

e. Under grounding of existing and proposed utility lines less than 115,000 volts.

f. Relocation of overhead electrical utility lines including, but not limited to: electrical, cable and telephone.

LD52. (CO) Prior to issuance of a certificate of occupancy or building final, all existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Moreno Valley ordinances. (MC 9.14.130)

LD53. (CO) Prior to issuance of a certificate of occupancy or building final for any Commercial/Industrial facility, whichever occurs first, the owner may have to secure coverage under the State's General Industrial Activities Storm Water Permit as issued by the State Water Resources Control Board.

<u>SPECIAL CONDITIONS</u>

LD54. Prior to parcel map approval, the map shall show the following:

a. A 4-foot minimum pedestrian right-of-way dedication behind any driveway approach per City Standard 118C, on Perris Boulevard, Indian Street, and Grove View Road.

b. A 2-foot public access easement for the portions of sidewalk which are outside of the public right-of-way, along Perris Boulevard and Indian Street.

c. The appropriate additional right-of-way required for a bus turn-out on Perris Boulevard as depicted on the approved project plans and as conditioned by the City's Transportation Department.

d. Corner cutback right-of-way dedications per City Standard 208 at the southeast corner of Indian Street and Grove View Road and the southwest corner of Perris Boulevard and Grove View Road.

LD55. Prior to parcel map approval, the Developer shall guarantee the construction of the following improvements by entering into a public improvement agreement and posting security. The improvements shall be completed prior to occupancy of the first building or as otherwise determined by the City Engineer.

a. Perris Boulevard, Divided Arterial, City Standard 103C (110-foot RW / 86-foot CC) shall be constructed to half-width plus an additional 18 feet east of the centerline, along the entire project's east frontage. Additional right-of-way dedications at driveway approaches as well as a 2-foot pedestrian access easement, along the project's west property line, shall be shown on the parcel map. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, removal/relocation and/or undergrounding of any power poles with overhead utility lines less than 115,000 volts, and dry and wet utilities.

b. Indian Street, Minor Arterial, Modified City Standard 105A (88-foot RW / 64-foot CC) shall be constructed to half-width plus an additional 18 feet west of the centerline, along the entire project's east frontage. Additional right-of-way dedications at driveway approaches as well as a 2-foot pedestrian access easement, along the project's west property line, shall be shown on the parcel map. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, drainage structures, streetlights, pedestrian ramps, removal/relocation and/or undergrounding of any power poles with overhead utility lines less than 115,000 volts, and dry and wet utilities.

c. Grove View Road, Industrial Collector, City Standard 106 (78-foot RW / 56-foot CC) shall be constructed to half-width plus an additional 18 feet north of the centerline, along the entire project's north frontage. Additional right-of-way dedications at driveway approaches along the project's north property line, shall be shown on the parcel map.. Improvements shall consist of, but not be limited to, pavement, base,

curb, gutter, sidewalk, driveway approaches, drainage structures, any necessary offsite, streetlights, pedestrian ramps, dry and wet utilities.

d. Driveway approaches shall be constructed per City Standard No. 118C or as modified as shown on the project plans. The parcel map shall show an additional 4-foot minimum right-of-way dedication behind driveway approaches. No decorative pavers shall be placed within the public right-of-way. Certain project entrance(s) may be required to be constructed as a public street intersection.

e. Pavement core samples of existing pavement may be taken and findings submitted to the City for review and consideration of pavement improvements. The City will determine the adequacy of the existing pavement structural section. If the existing pavement structural section is found to be adequate, the developer may still be required to perform a one-tenth inch grind and overlay or slurry seal depending on the severity of existing pavement cracking, as required by the City Engineer. If the existing pavement section is found to be inadequate, the Developer shall replace the pavement to meet or exceed the City's pavement structural section standard.

LD56. Prior to precise grading plan or improvement plan approval, as applicable, the plans shall show all driveway approaches to be constructed per City Standard Plan 118C modified, as accepted by the City. There shall be 4-foot minimum wide pedestrian sidewalk area at 2% maximum behind the conventional right-of-way. A minimum 4-foot pedestrian right-of-way dedication shall be made on the final parcel map PM 35672.

LD57. Prior to precise grading plan approval, the grading plan shall show any proposed trash enclosure as dual bin; one bin for trash and one bin for recyclables. The trash enclosure shall be per City Standard Plan 627.

LD58. Prior to precise grading plan approval, the grading plan shall show that the lowest finished floor elevation is a minimum of one foot above the base flood elevation.

LD59. Prior to precise grading plan approval, the grading plans shall clearly show that the parking lot conforms to City standards. The parking lot shall be 5% maximum, 1% minimum, 2% maximum at or near any disabled parking stall and travel way. Ramps, curb openings and travel paths shall all conform to current ADA standards as outlined in Department of Justice's "ADA Standards for Accessible Design", Excerpt from 28 CFR Part 36. (www.usdoj.gov) and as approved by the City's Building and Safety Division.

LD60. Prior to occupancy, the developer shall obtain an encroachment permit from Riverside County Flood Control & Water Conservation District in order to connect proposed onsite storm drain to the Perris Valley Channel Lateral B.

LD61. Prior to occupancy, the developer shall make a good faith effort to cause Riverside County Flood Control & Water Conservation District to dedicate additional public street right-of-way on Indian Street and Perris Boulevard along their property frontage between the project's south property line and the bridges.

LD62. Prior to occupancy, all overhead utility lines less than 115,000 volts fronting or within the entire project site boundary shall be placed underground per Section 9.14.130C of the City Municipal Code.

LD63. The Applicant shall select and implement treatment control BMPs that are medium to highly effective for treating Pollutants of Concern (POC) for the project. POC include project pollutants associated with a 303(d) listing or a Total Maximum Daily Load (TMDL) for receiving waters. Project POC include sediment/turbidity, nutrients, oxygen demanding substances, and pathogens (bacteria and viruses). Exhibit C of the document, "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006 shall be consulted for determining the effectiveness of proposed treatment BMPs.

LD64. Overall, the proposed treatment control concept is accepted as the conceptual treatment control BMP for the proposed site.

LD65. The Applicant <u>has proposed to incorporate the use of vegetated swales, hydrodynamic separators, and sand filters</u>. Final design details of the treatment control BMPs must be provided in the first submittal of the F-WQMP. The size of the treatment control BMPs is to be determined using the procedures set forth in Exhibit C of the Riverside County Guidance Document. The Applicant acknowledges that more area than currently shown on the plans may be required to treat site runoff as required by the WQMP guidance.

LD66. The Applicant shall substantiate the applicable Hydrologic Condition of Concern (HCOC) (WQMP Section IV) in the F-WQMP. The HCOC designates that the project will comply with Condition A; therefore, the condition must be addressed in the F-WQMP.

LD67. The Applicant shall, prior to building or grading permit closeout or the issuance of a certificate of occupancy, demonstrate:

a. That all structural BMPs have been constructed and installed in conformance with the approved plans and specifications;

b. That all structural BMPs described in the F-WQMP have been implemented in accordance with approved plans and specifications;

c. That the Applicant is prepared to implement all non-structural BMPs included in the F-WQMP, conditions of approval, and building/grading permit conditions; and

d. That an adequate number of copies of the approved F-WQMP are available for the future owners/occupants of the project.

PUBLIC WORKS DEPARTMENT – SPECIAL DISTRICTS DIVISION

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Special Districts' Conditions of Approval for project **PA09-0004**; this project shall be completed at no cost to any Government Agency. All questions regarding Special Districts' Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Special Districts Division of the Public Works Department 951.413.3480. The applicant is fully responsible for communicating with each designated Special Districts staff member regarding their conditions.

General Conditions

SD1. The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks & Community Services) and C (Arterial Street Lighting). All assessable parcels therein shall be subject to annual Zone A and Zone C charges for operations and capital improvements.

SD2. Plans for parkway, median, slope, and/or open space landscape areas designated on the tentative map or in these Conditions of Approval for incorporation into Moreno Valley Community Services District **Zone M**, shall be prepared and submitted in accordance with the *City of Moreno Valley Public Works Department Landscape Design Guidelines*. Contact the Special Districts Division of the Public Works Department to obtain copies of this document.

SD3. The developer, or the developer's successors or assignees shall be responsible for all parkway and/ or median landscaping maintenance until such time as the District accepts maintenance duties.

SD4. Any damage to existing landscape easement areas due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the Moreno Valley Community Services District.

Prior to Building Permit Issuance

SD5. (BP) This project has been identified to be included in the formation of a Community Facilities District (Mello-Roos) for **Public Safety** services, including but not limited to Police, Fire Protection, Paramedic Services, Park Rangers, and Animal Control services. The property owner(s) shall not protest the formation; however, they retain the right to object to the rate and method of maximum special tax. In compliance with Proposition 218, the developer shall agree to approve the mail ballot proceeding (special election) for either formation of the CFD or annexation

into an existing district that may already be established. The Developer must notify Special Districts of intent to request building permits 90 days prior to their issuance. (California Government Code)

SD6. (BP) This project is conditioned to provide a funding source for the capital improvements and/or maintenance for the **Perris Blvd.** median landscape. In order for the Developer to meet the financial responsibility to maintain the defined service, one of the following options shall be selected:

a. Participate in the mail ballot proceeding in compliance with Proposition 218, for Moreno Valley Community Services District **Zone M** (Commercial, Industrial and Multifamily Improved Median Maintenance), and pay all associated costs with the ballot process; or

b. Establish an endowment to cover the future maintenance costs of the landscaped area.

The developer must notify Special Districts of intent to request building permits 90 days prior to their issuance and the financial option selected to fund the continued maintenance.

SD7. *Commercial* (BP) If Land Development, a Division of the Public Works Department, requires this project to supply a funding source necessary to provide, but not limited to, stormwater utilities services for the monitoring of on site facilities and performing annual inspections of the affected areas to ensure compliance with state mandated stormwater regulations, the developer must notify Special Districts 90 days prior to the City's issuance of a building permit and the financial option selected to fund the continued maintenance. (California Government Code)

SD8. (BP) Prior to release of building permit, the developer, or the developer's successors or assignees, shall record with the County Recorder's Office a **Declaration of Covenant and Acknowledgement of Assessments** for each assessable parcel therein, whereby the developer covenants and acknowledges the existence of the Moreno Valley Community Services District, its established benefit zones, and that said parcel(s) is (are) liable for payment of annual benefit zone charges and the appropriate National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate schedule when due. A copy of the recorded Declaration of Covenant and Acknowledgement of Assessments shall be submitted to the Special Districts Division.

**For a copy of the Declaration of Covenant and Acknowledgement of the Assessments form, please contact Special Districts, phone 951.413.3480.

SD9. (BP) Final median, parkway, slope, and/or open space landscape/irrigation plans for those areas designated on the tentative map or in these Conditions of Approval for inclusion into Community Services District shall be reviewed and approved by

the Community Development Department–Planning Division, and the Public Works Department–Special Districts and Transportation Divisions prior to the issuance of the first Building Permit.

Prior to Certificate of Occupancy

SD10. (CO) Prior to issuance of a Certificate of Occupancy or building final, the developer shall submit a letter to Special Districts from the Utility service responsible for providing final electrical energy connections and energization of the streetlights for the development project. The letter must identify, by pole number, each streetlight in the development and state the corresponding date of its electrical energization.

SD11. (CO) All parkway and/or median landscaping specified in the tentative map or in these Conditions of Approval shall be constructed prior to the issuance of the Certificate of Occupancy/Building Final for this project.

SD12. (CO) Prior to the issuance of the first Certificate of Occupancy or building final for this project, the developer shall pay Advanced Energy fees for all applicable Zone B (Residential Street Lighting) and/or Zone C (Arterial Street Lighting and Intersection Lighting) streetlights required for this development. The developer shall provide a receipt to the Special Districts Division showing that the Advanced Energy fees have been paid in full for the number of streetlights to be accepted into the CSD Zone B and/or Zone C program. Payment shall be made to the City of Moreno Valley, as collected by the Land Development Division, based upon the Advanced Energy fee rate at the time of payment and as set forth in the current Listing of City Fees, Charges and Rates, as adopted by City Council. Any change in the project which may increase the number of streetlights to be installed will require payment of additional Advanced Energy fees at the then current fee.

PUBLIC WORKS DEPARTMENT – TRANSPORTATION ENGINEERING DIVISION

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

Based on the information contained in our standard review process we recommend the following conditions of approval be placed on this project:

GENERAL CONDITIONS

TE1. Conditions of approval may be modified if project is phased or altered from any approved plans.

TE2. Perris Boulevard is classified as a Divided Arterial (110'RW/86'CC) per City Standard Plan No. 103C. The sidewalk shall be curb-separated. Any modifications or improvements undertaken by this project shall be consistent

with the City's standards for this facility.

TE3. Indian Street is designated as a Minor Arterial (88'RW/64'CC) per City Standard Plan No. 105A. Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility.

TE4. Grove View Road is designated as an Industrial Collector (78'RW/56'CC) per City Standard Plan No. 106. Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility.

PRIOR TO GRADING PERMIT

TE5. (GP) Prior to issuance of a grading permit, the project applicant shall submit conceptual striping plans for improvements identified in condition TE11 as well as Indian Street for the City Traffic Engineer's approval.

PRIOR TO IMPROVEMENT PLAN APPROVAL OR CONSTRUCTION PERMIT

TE6. The driveways less than 40 feet in width shall conform to Section 9.16.250, and Table 9.16.250A of the City's Development Code - Design Guidelines, and City Standard Plan No. 118C. Driveways wider than 40' shall be designed as intersections with pedestrian access ramps per City standards.

TE7. Sight distance at driveways and on streets shall conform to City of Moreno Valley Standard No. 125A, B, C at the time of preparation of final grading, landscape, and street improvements.

TE8. Prior to the final approval of the street improvement plans, a signing and striping plan shall be prepared per City of Moreno Valley Standard Plans - Section 4 for all streets with a cross section of 66'/44' and wider.

TE9. Prior to issuance of a construction permit, construction traffic control plans prepared by a qualified, Registered Civil or Traffic engineer may be required.

TE10. Prior to the final approval of the street improvement plans, the project applicant shall design Perris Boulevard to include a bus bay per City Standard Plan No. 121 in the southbound direction, south of Grove View Road. The bus bay may be designed to serve as a combination right turn lane/bus bay to the satisfaction of the City Engineer.

TE11. Prior to the final approval of the street improvement plans, the project applicant shall design the intersection/traffic signal at Perris Boulevard and the South Project Driveway to provide the following (at a minimum):

Northbound: One left turn lane, one shared through/right turn lane

Southbound: One left turn lane, one through lane, one right turn lane
Eastbound: One left turn lane, one shared through/right turn lane
Westbound: One left turn lane, one shared through/right turn lane

NOTE: The curb return radii on the northwest/southwest corners shall be 50 feet.

TE12. Prior to the final approval of the street improvement plans, the project applicant shall design and modify the intersection of Perris Boulevard at Grove View Road to include a 200' northbound left turn lane with raised median. This modification may include relocation of the traffic detector loops and other traffic signal modifications.

PRIOR TO BUILDING PERMIT

TE13. (BP) Prior to issuance of a building permit, traffic signal plans shall be prepared by a registered civil or electrical engineer and shall be submitted to the City Traffic Engineer for the following intersections:

- **Perris Boulevard at South Project Driveway (signal modifications).**
- **Perris Boulevard at Grove View Road (signal modifications).**

TE14. (BP) Prior to issuance of a building permit, the project applicant shall make a fair-share contribution in the amount of $45,150 to the City of Moreno Valley for the construction of a traffic signal at Perris Boulevard and Suburban Lane. As this traffic signal is not in any existing fee program, payment of DIF and/or TUMF are not considered satisfaction of this obligation.

PRIOR TO CERTIFICATE OF OCCUPANCY OR BUILDING FINAL

TE15. (CO) Prior to issuance of a certificate of occupancy, all approved signing and striping shall be installed per current City Standards and the approved plans.

TE16. (CO) Each gated entrance shall be provided with the following, or as approved by the City Traffic Engineer:

a) A storage lane with a minimum of 75 feet queuing length for entering traffic.
b) Appropriate signing and striping.

All of these features must be kept in working order.

TE17. (CO) Prior to the issuance of a certificate of occupancy, the project applicant shall construct the traffic signal modifications identified in TE13. Construction shall be completed per the approved plans and coordinated with the street improvements.

TE18. (CO) Prior to issuance of a certificate of occupancy, the project applicant shall construct the intersection/roadway improvements identified in TE10, TE11, and TE12 per the approved plans.

TE19. (CO) Prior to the issuance of a certificate of occupancy for the project, driveway access at the following locations will be installed as follows:

- **North Perris Boulevard Driveway: Right-in, right-out access by means of a raised median.**
- **South Perris Boulevard Driveway: Full access by means of a traffic signal.**
- **Grove View Road Driveways: Full access.**
- **Indian Street Driveways: Full access.**

NOTE: All truck driveways shall have curb return radii of 50 feet.

PRIOR TO ACCEPTANCE OF STREETS INTO THE CITY-MAINTAINED ROAD SYSTEM

TE20. Prior to the acceptance of streets into the City-maintained road system, all approved traffic control and signing and striping shall be installed per current City Standards and the approved plans.

PUBLIC WORKS DEPARTMENT – MORENO VALLEY UTILITY

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Moreno Valley Utility's Conditions of Approval for project(s) PA09-0004 & PA09-0012; this project shall be completed at no cost to any Government Agency. All questions regarding Moreno Valley Utility's Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from Moreno Valley Utility (the Electric Utility Division) of the Public Works Department 951.413.3512. The applicant is fully responsible for communicating with Moreno Valley Utility staff regarding their conditions.

PRIOR TO RECORDATION OF FINAL MAP

MVU1. (R) For single family subdivisions, a three foot easement along each side yard property line shall be shown on the final map and offered for dedication to the City of Moreno Valley for public utility purposes, unless otherwise approved by the City Engineer. If the project is a multi-family development, townhome, condominium, apartment, commercial or industrial project, and it requires the

installation of electric distribution facilities within common areas, a non-exclusive easement shall be provided to Moreno Valley Utility to include all such common areas. All easements shall include the rights of ingress and egress for the purpose of operation, maintenance, facility repair, and meter reading.

PRIOR TO ISSUANCE OF BUILDING PERMIT

MVU2. (BP) **City of Moreno Valley Municipal Utility Service – Electrical Distribution**: Prior to issuance of building permit, the developer shall submit a detailed engineering plan showing design, location and schematics for the utility system to be approved by the City Engineer. In accordance with Government Code Section 66462, the Developer **shall** execute an agreement with the City providing for the installation, construction, improvement and dedication of the utility system following recordation of final map and concurrent with trenching operations and other subdivision improvements so long as said agreement incorporates the approved engineering plan and provides financial security to guarantee completion and dedication of the utility system.

The Developer **shall** coordinate and receive approval from the City Engineer to install, construct, improve, and dedicate to the City, or the City's designee, all utility infrastructure (including but not limited to conduit, equipment, vaults, ducts, wires, switches, conductors, transformers, resistors, amplifiers, and "bring-up" facilities including electrical capacity to serve the identified development and other adjoining/abutting/ or benefiting projects as determined by Moreno Valley Utility) – collectively referred to as "utility system" (to and through the development), along with any appurtenant real property easements, as determined by the City Engineer to be necessary for the distribution and /or delivery of any and all "utility services" to each lot and unit within the Tentative Map. For purposes of this condition, "utility services" shall mean electric, cable television, telecommunication (including video, voice, and data) and other similar services designated by the City Engineer. "Utility services" shall not include sewer, water, and natural gas services, which are addressed by other conditions of approval. Properties within development will be subject to an electrical system capacity charge and that contribution will be collected prior to issuance of building permits.

The City, or the City's designee, shall utilize dedicated utility facilities to ensure safe, reliable, sustainable and cost effective delivery of utility services and maintain the integrity of streets and other public infrastructure. Developer shall, at developer's sole expense, install or cause the installation of such interconnection facilities as may be necessary to connect the electrical distribution infrastructure within the project to the Moreno Valley Utility owned and controlled electric distribution system. Alternatively, developer may cause the project to be included in or annexed to a community facilities district

established or to be established by the City for the purpose of financing the installation of such interconnection and distribution facilities. The project shall be deemed to have been included in or annexed to such a community facilities district upon the expiration of the statute of limitations to any legal challenges to the levy of special taxes by such community facilities district within the property. The statute of limitations referred to above will expire 30 days after the date of the election by the qualified electors within the project to authorize the levy of special taxes and the issuance of bonds.

MVU3. This Project is **subject** to a Reimbursement Agreement. The Project is responsible for a proportionate share of costs associated with electrical distribution infrastructure previously installed that directly benefits the Project. The developer shall be responsible to pay to the City of Moreno Valley the sum of **$423,150.00** for this electrical distribution infrastructure prior to the issuance of building permits.

POLICE DEPARTMENT

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects

Standard Conditions

PD1. Prior to the start of any construction, temporary security fencing shall be erected. The fencing shall be a minimum of six (6) feet high with locking, gated access and shall remain through the duration of construction. Security fencing is required if there is: construction, unsecured structures, unenclosed storage of materials and/or equipment, and/or the condition of the site constitutes a public hazard as determined by the Public Works Department. If security fencing is required, it shall remain in place until the project is completed or the above conditions no longer exist. (MC 9.08.080)

PD2. (GP) Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the following:

a. The name (if applicable) and address of the development.

b. The developer's name, address, and a 24-hour emergency telephone number. (MC 9.08.080)

PD3. (CO) Prior to the issuance of a Certificate of Occupancy, an Emergency Contact Information Form for the project shall be completed at the permit counter of the Community & Economic Development Department - Building Division for routing to the Police Department. (MC 9.08.080)

EXHIBIT B

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL FOR PA09-0012
TENTATIVE PARCEL MAP NO. 36162
ASSESSOR'S PARCEL NUMBERS: 316-210-071, -073, -075 and -076

APPROVAL DATE:
EXPIRATION DATE:

_X_ Planning (P), including Building (B), School District (S), Post Office (PO)
_X_ Fire Prevention Bureau (F)
_X_ Public Works – Land Development (LD)
_X_ Public Works – Special Districts (SD)
_X_ Public Works – Transportation Engineering (TE)
_X_ Public Works – Moreno Valley Utilities (MVU)
___ Parks & Community Services (PCS)
_X_ Police (PD)

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Planning Division

P1. Tentative Parcel Map No. 36162 is approved for the purposes of re-configuring the existing four parcels located within the project site and creating a single 80 acre parcel.

P2. Development within Tentative Parcel Map No. 36162 shall be under separate review and approval of a plot plan or a conditional use permit application(s) and shall be subject to the requirements of the City's Municipal Code.

P3. This project shall comply with the project mitigation measures listed in the conditions of approval for PA09-0004 and the mitigation monitoring program for the VIP Moreno Valley Project.

P4. This approval shall comply with all applicable requirements of the City of Moreno

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Timing Mechanisms for Conditions (see abbreviation at beginning of affected condition):

R - Map Recordation	GP - Grading Permits	CO - Certificate of Occupancy or building final
WP - Water Improvement Plans	BP - Building Permits	P - Any permit

Governing Document (see abbreviation at the end of the affected condition):

GP - General Plan	MC - Municipal Code	CEQA - California Environmental Quality Act
Ord - Ordinance	DG - Design Guidelines	Ldscp - Landscape Development Guidelines and Specs
Res - Resolution	UFC - Uniform Fire Code	UBC - Uniform Building Code
	SBM - Subdivision Map Act	

Valley Municipal Code.

P5. This tentative map shall expire three years after the approval date of this tentative map unless extended as provided by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever in the event the applicant or any successor in interest fails to properly file a final map before the date of expiration. (MC 9.02.230, 9.14.050, 080)

P6. The site shall be developed in accordance with the approved tentative map on file in the Community & Economic Development Department -Planning Division, the Municipal Code regulations, General Plan, the Moreno Valley Industrial Area Plan and the conditions contained herein. (MC 9.14.020)

P7. All undeveloped portions of the site shall be maintained in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)

P8. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)

Prior to Issuance of Grading Permits

P9. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephen's' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)

P10. (GP) All site plans, grading plans, landscape and irrigation plans, fence/wall plans, lighting plans and street improvement plans shall be coordinated for consistency with this approval.

P11. (GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

If human remains are discovered, work in the affected area shall cease immediately and the County Coroner shall be notified. If it is determined that the remains are potentially Native American, the California Native American Heritage Commission

and any and all affected Native American Indians tribes such as the Morongo Band of Mission Indians or the Pechanga Band of Luiseno Indians shall be notified and appropriate measures provided by State law shall be implemented. (GP Objective 23.3, DG, CEQA).

P12. (GP) Prior to the issuance of grading permits, final erosion control landscape and irrigation plans for all cut or fill slopes over 3 feet in height shall be submitted to the Planning Division for review and approval for the phase in process. This shall include slopes associated with swales and basins. The plans shall be designed in accordance with the slope erosion plan as required by the City Engineer for that phase. Man-made slopes greater than 10 feet in height shall be "land formed" to conform to the natural terrain and shall be landscaped and stabilized to minimize visual scarring. Graded slopes shall have variations that do not exceed 2:1 (GP Objective 1.5, MC 9.08.080, DG)

P13. (GP) Prior to approval of any grading permits, any required final median enhancement/landscape/irrigation plans shall be submitted to the Community Development Department - Planning Division and Public Works Department – Special Districts for review and approval by each division. Timing of installation shall be determined by PW- Special Districts. (GP - Circulation Master Plan)

P14. (GP) Prior to the issuance of a precise grading permit, the plan shall show decorative treatments for all driveway ingress/egress locations of the project. Accessible pedestrian pathways interior to the site cannot be painted. If delineation is necessary, then an alternative material is required.

P15. (GP) Prior to the issuance of a precise grading permit, all required planter areas, curbs, including twelve-inch concrete step outs, and required parking space striping shall be shown on the precise grading plan.

P16. (GP) Prior to the issuance of any grading permits, the following burrowing owl survey requirements shall be incorporated into the grading plans in accordance with the Riverside County Multi-Species Habitat Conservation Plan: Within 30 days of and prior to disturbance, a burrowing owl pre-construction survey shall be conducted by a qualified biologist using accepted protocols. The survey shall be submitted to the Planning Division for review and approval.

Prior to Recordation of Final Map

P17. (R) Prior to final map recordation, subdivision phasing (including any proposed common open space or improvement phasing, if applicable), shall be subject to the Planning Division approval. Any proposed phasing shall provide for adequate vehicular access to all lots in each phase as determined by the City Transportation Engineer or designee and shall substantially conform to all intent and purpose of the subdivision approval. (MC 9.14.080)

Building and Safety Division

B1. The above project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as all other city ordinances. All new projects shall provide a soils report. Plans shall be submitted to the Building Department as a separate submittal.

COMMERCIAL, INDUSTRIAL, MULTI-FAMILY PROJECTS INCLUDING CONDOMINIUMS, TOWNHOMES, DUPLEXES AND TRIPLEX BUILDINGS REQUIRE THE FOLLOWING:

Prior to final inspection, all plans will be placed on a CD Rom for reference and verification. Plans will include "as built" plans, revisions and changes. The CD will also include Title 24 energy calculations, structural calculations and all other pertinent information. It will be the responsibility of the developer and or the building or property owner(s) to bear all costs required for this process. The CD will be presented to the Building Department for review prior to final inspection and building occupancy. The CD will become the property of the Moreno Valley Building Department at that time. In addition, a site plan showing the path of travel from public right of way and building to building access with elevations will be required.

B2. (BP) Prior to the issuance of a building permit, the applicant shall submit a properly completed "Waste Management Plan" (WMP), as required, to the Compliance Official (Building Official) as a portion of the building or demolition permit process.

FIRE PREVENTION BUREAU

1. **Please complete and return attached fire flow letter.**
2. The following Standard Conditions shall apply.

With respect to the conditions of approval, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.

F2. The Fire Prevention Bureau is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering 4000 GPM for 4 hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 508.3, Appendix B and MVMC 8.36.100 Section D) **The 50% reduction in fire flow was granted for the use of fire sprinklers throughout the facility. The reduction shall only apply to fire flow, hydrant spacing shall be per the fire flow requirements listed in CFC Appendix B and C.**

F3. Industrial, Commercial, Multi-family, Apartment, Condominium, Townhouse or Mobile Home Parks. A combination of on-site and off-site super enhanced fire hydrants (6" x 4" x 4" x 2 ½") shall not be closer than 40 feet and more than 150 feet from any portion of the building as measured along approved emergency vehicular travel ways. The required fire flow shall be available from any adjacent fire hydrant(s) in the system. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, super or enhanced fire hydrants as determined by the fire code official shall be provided at spacing not to exceed 500 feet of frontage for transportation hazards. (CFC 508.5.7 & MVMC 8.36.050 Section O and 8.36.100 Section E)

F4. During phased construction, dead end roadways and streets which have not been completed shall have a turn-around capable of accommodating fire apparatus. (CFC 503.1 and 503.2.5)

F5. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)

F6. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)

F7. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less than twenty–four (24) or thirty (30) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches. (CFC 503.2.1.1 and MVMC 8.36.050)

F8. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.050)

F9. If construction is phased, each phase shall provide an approved emergency vehicular access way for fire protection prior to any building construction. (CFC 501.4 and MVMC 8.36.050 Section A)

F10. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3 and MVMC 8.36.050)

F11. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5 and MVMC 8.36.050)

F12. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)

F13. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Fire Prevention Bureau for review. Plans shall:

a) Be signed by a registered civil engineer or a certified fire protection engineer;
b) Contain a Fire Prevention Bureau approval signature block; and

c) Conform to hydrant type, location, spacing of new and existing hydrants and minimum fire flow required as determined by the Fire Prevention Bureau.

After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.

Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 508.1 and MVMC 8.36.100)

F14. Prior to issuance of Certificate of Occupancy or Building Final, "Blue Reflective Markers" shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 510.1)

F15. Prior to issuance of Certificate of Occupancy or Building Final, all commercial buildings shall display street numbers in a prominent location on the street side and rear access locations. The numerals shall be a minimum of twelve (12) inches in height for buildings and six (6) inches in height for suite identification on a contrasting background. Unobstructed lighting of the address(s) shall be by means approved by the Fire Prevention Bureau and Police Department. In multiple suite centers (strip malls), businesses shall post the name of the business on the rear door(s). (CFC 505.1)

F16. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9)

F17. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire alarm system monitored by an approved Underwriters Laboratory listed central station based on a requirement for monitoring the sprinkler system, occupancy or use. Fire alarm panel shall be accessible from exterior of building in an approved location. Plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9 and MVMC 8.36.070)

F18. Prior to issuance of a Certificate of Occupancy or Building Final, a "Knox Box Rapid Entry System" shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Chief. The Knox-Box shall be supervised by the alarm system and all exterior security emergency access gates shall be electronically operated and be provided with Knox key switches for access by emergency personnel. (CFC 506.1)

F19. Prior to issuance of Certificate of Occupancy, approval shall be required from the County of Riverside Community Health Agency (Department of Environmental Health) and Moreno Valley Fire Prevention Bureau to maintain, store, use, handle materials, or conduct processes which produce conditions hazardous to life or property, and to install equipment used in connection with such activities. (CFC 2701.5)

F20. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.

F21. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503.2.7 and MVMC 8.36.050 Section I)

F22. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.050)

F23. Prior to construction, "private" driveways over 150 feet in length shall have a turn-around as determined by the Fire Prevention Bureau capable of accommodating fire apparatus. Driveway grades shall not exceed 12 percent. (CFC 503 and MVMC 8.36.050)

F24. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.

F25. A permit is required to maintain, store, use or handle materials, or to conduct processes which produce conditions hazardous to life or property, or to install

equipment used in connection with such activities. Such permits shall not be construed as authority to violate, cancel or set aside any of the provisions of this code. Such permit shall not take the place of any license required by law. Applications for permits shall be made to the Fire Prevention Bureau in such form and detail as prescribed by the Bureau. Applications for permits shall be accompanied by such plans as required by the Bureau. Permits shall be kept on the premises designated therein at all times and shall be posted in a conspicuous location on the premises or shall be kept on the premises in a location designated by the Fire Chief. Permits shall be subject to inspection at all times by an officer of the fire department or other persons authorized by the Fire Chief in accordance with Appendix Chapter 1 and MVMC 8.36.100.

F26. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14 & CBC Chapter 33)

F27. Prior to issuance of Certificate of Occupancy, permits are required to store, dispense, use or handle hazardous material. Each application for a permit shall include a hazardous materials management plan (HMMP). The location of the HMMP shall be posted adjacent to (other) permits when an HMMP is provided. The HMMP shall include a facility site plan designating the following:

a) Storage and use areas;
b) Maximum amount of each material stored or used in each area;
c) Range of container sizes;
d) Locations of emergency isolation and mitigation valves and devises;
e) Product conveying piping containing liquids or gases, other than utility-owned fuel gas lines and low-pressure fuel gas lines;
f) On and off positions of valves for valves which are of the self-indicating type;
g) Storage plan showing the intended storage arrangement, including the location and dimensions of aisles. The plans shall be legible and approximately to scale. Separate distribution systems are allowed to be shown on separate pages; and
h) Site plan showing all adjacent/neighboring structures and use.

NOTE: Each application for a permit shall include a hazardous materials inventory statement (HMIS).

F28. Before a Hazardous Materials permit is issued, the Fire Chief shall inspect and approve the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used. In instances where laws or regulations are enforceable by

departments other than the Fire Prevention Bureau, joint approval shall be obtained from all departments concerned. (CFC Appendix H)

F29. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 106)

F30. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 106)

F31. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 104)

F32. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.7)

F33. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Appendix Chapter 1)

F34. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)

F35. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.

FIRE FLOW LETTER

Date:	02/24/2009	Address:	
Case Number:	PA09-0004	A.P.N.:	316-210-071, 073, 075, 076

This is certification the water system is capable of meeting the following required fire flows as determined by the California Fire Code Appendix B.

Based on the information provided on the above referenced case. The fire flow required for this project will be 4000 G.P.M. for duration of 4-HOURS measured at 20-psi residual pressure.

The required fire flow may be adjusted during the approval process to reflect changes in design, construction type or automatic fire protection measures as approved by the Fire Prevention Bureau.

Applicant/ Developer: _____

By: _____ **Date:** _____

Title: _____

WATER AGENCY APPROVAL

Name of Agency: _____

Address: _____

Telephone: _____ **Date:** _____

By: _____ **Title:** _____

NOTE: **THE COMPLETION AND SUBMITTAL OF THIS LETTER TO THE FIRE PREVENTION BUREAU SHALL NOT BE CONSTRUED AS APPROVAL FOR THE INSTALLATION OF THE REQUIRED FIRE HYDRANT (S) AND/OR WATER SYSTEM.**

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT – LAND DEVELOPMENT DIVISION

The following are the Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Land Development Division.

General Conditions

LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City's Municipal Code (MC) and if subdividing land, the Government Code (GC) of the State of California, specifically Sections 66410 through 66499.58, said sections also referred to as the Subdivision Map Act (SMA). (MC 9.14.010)

LD2. (G) It is understood that the tentative map correctly shows all existing easements, traveled ways, and drainage courses, and that their omission may require the map or plans associated with this application to be resubmitted for further consideration. (MC 9.14.040)

LD3. (G) In the event right-of-way or offsite easements are required to construct offsite improvements necessary for the orderly development of the surrounding area to meet the public health and safety needs, the developer shall make a good faith effort to acquire the needed right-of-way in accordance with the Land Development Division's administrative policy. In the event that the developer is unsuccessful, he shall enter into an agreement with the City to acquire the necessary right-of-way or offsite easements and complete the improvements at such time the City acquires the right-of-way or offsite easements which will permit the improvements to be made. The developer shall be responsible for all costs associated with the right-of-way or easement acquisition. (GC 66462.5)

LD4. (G) If improvements associated with this project are not initiated within two years of the date of approval of the Public Improvement Agreement, the City Engineer may require that the improvement cost estimate associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the Public Improvement Agreement or issuance of a permit.

LD5. (G) The developer shall monitor, supervise and control all construction and construction supportive activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:

(a) Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.

(b) Observance of working hours as stipulated on permits issued by the Public Works Department.

(c) The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.

(d) All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements shall be adhered to during the grading operations.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

LD6. (G) The developer shall protect downstream properties from damage caused by alteration of drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities, including, but not limited to, modifying existing facilities or by securing a drainage easement. (MC 9.14.110)

LD7. (G) A detailed drainage study shall be submitted to the City Engineer for review and approval at the time of any improvement or grading plan submittal. The study shall be prepared by a registered civil engineer and shall include existing and proposed hydrologic conditions. Hydraulic calculations are required for all drainage control devices and storm drain lines. (MC 9.14.110). Prior to approval of the related improvement or grading plans, the developer shall submit the approved drainage study, on compact disk, in (.pdf) digital format to the Land Development Division of the Public Works Department.

LD8. (G) Prior to occupancy, the developer shall enter into a Development Impact Fee (DIF) Improvement Credit Agreement to secure credit and reimbursement for the construction of applicable **Indian Street** improvements. If the developer fails to complete this agreement prior to the timing as specified above, no credits or reimbursements will be given. The applicant shall pay Arterial Streets, Traffic Signals, and Interchange Improvements development impact fees adopted by the City Council by resolution. (Ord. 695 § 1.1 (part), 2005) (MC 3.38.030, .040, .050)

LD9. (G) Prior to occupancy, the developer shall enter into a Transportation Uniform Mitigation Fee (TUMF) Improvement Credit Agreement to secure credit and

reimbursement for the construction of applicable **Perris Boulevard** improvements. If the developer fails to complete this agreement by the timing as specified above, no credits or reimbursements will be given for any work. Prior to approval of the TUMF Improvement Credit Agreement, an approved engineer's cost estimate and street improvement plan are required.

LD10. (G) The final conditions of approval issued by the Planning Division subsequent to Planning Commission approval shall be photographically or electronically placed on mylar sheets and included in the Grading and Street Improvement plan sets on twenty-four (24) inch by thirty-six (36) inch mylar and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field during grading and construction.

<u>Prior to Grading Plan Approval or Grading Permit</u>

LD11. (GPA) Prior to approval of the grading plans, plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD12. (GPA) Prior to approval of grading plans, the developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:

a. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the City Engineer, lot lines shall be located at the top of slopes.

b. Any grading that creates cut or fill slopes adjacent to the street shall provide erosion control, sight distance control, and slope easements as approved by the City Engineer.

c. A grading permit shall be obtained from the Public Works Department Land Development Division prior to commencement of any grading outside of the City maintained road right-of-way.

d. All improvement plans are substantially complete and appropriate clearance and at-risk letters are provided to the City. (MC 9.14.030)

e. The developer shall submit a soils and geologic report to the Public Works Department – Land Development Division. The report shall address the soil's stability and geological conditions of the site.

LD13. (GPA) Prior to grading plan approval, the developer shall select and implement treatment control best management practices (BMPs) that are medium to highly effective for treating Pollutants of Concern (POC) for the project. Projects where National Pollution Discharge Elimination System (NPDES) mandates water quality treatment control best management practices (BMPs) shall be designed per the City of Moreno Valley guidelines or as approved by the City Engineer.

LD14. (GPA) Prior to approval of the grading plans for projects that will result in discharges of storm water associated with construction with a soil disturbance of one or more acres of land, the developer shall submit a Notice of Intent (NOI) and obtain a Waste Discharger's Identification number (WDID#) from the State Water Quality Control Board (SWQCB). The WDID# shall be noted on the grading plans prior to issuance of the first grading permit.

LD15. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall submit two (2) copies of the final project-specific Water Quality Management Plan (WQMP) for review by the City Engineer that:

a. Addresses Site Design Best Management Practices (BMPs) such as minimizing impervious areas, maximizing permeability, minimizes directly connected impervious areas to the City's street and storm drain systems, and conserves natural areas;
b. Incorporates Source Control BMPs and provides a detailed description of their implementation;
c. Incorporates Treatment Control BMPs and provides information regarding design considerations;
d. Describes the long-term operation and maintenance requirements for BMPs requiring maintenance; and
e. Describes the mechanism for funding the long-term operation and maintenance of the BMPs.

A copy of the final WQMP template can be obtained on the City's Website or by contacting the Land Development Division of the Public Works Department.

LD16. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall record a "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," to provide public notice of the requirement to implement the approved final project-specific WQMP and the maintenance requirements associated with the WQMP.

A boilerplate copy of the "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," can be obtained by contacting the Land

Development Division of the Public Works Department

LD17. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall secure approval of the final project-specific WQMP from the City Engineer. The final project-specific WQMP shall be submitted at the same time of grading plan submittal. The approved final WQMP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format prior to grading plan approval.

LD18. (GPA) Prior to the grading plan approval, or issuance of a building permit as determined by the City Engineer, the approved final project-specific WQMP shall be incorporated by reference or attached to the project's Storm Water Pollution Prevention Plan as the Post-Construction Management Plan.

LD19. (GPA) Prior to grading plan approval, the developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the state's Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at the project site and be available for review upon request. The SWPPP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format.

LD20. (GPA) Prior to the approval of the grading plans, the developer shall pay applicable remaining grading plan check fees.

LD21. (GP) Prior to issuance of a grading permit, or building permit when a grading permit is not required, for projects that require a project-specific Water Quality Management Plan (WQMP), a project-specific final WQMP (F-WQMP) shall be approved. Upon approval, a WQMP Identification Number is issued by the Storm Water Management Section and shall be noted on the rough grading plans as confirmation that a project-specific F-WQMP approval has been obtained.

LD22. (GP) Prior to issuance of a grading permit, if the fee has not already been paid prior to map approval or prior to issuance of a building permit if a grading permit is not required, the developer shall pay Area Drainage Plan (ADP) fees. The developer shall provide a receipt to the City showing that ADP fees have been paid to Riverside County Flood Control and Water Conservation District. (MC 9.14.100)

LD23. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the completion of the grading required as a condition of approval of the project.

LD24. (GP) Prior to issuance of a grading permit, the developer shall pay the applicable grading inspection fees.

Prior to Map Approval or Recordation

LD25. (MA) Prior to approval of the map, the developer shall submit a copy of the Covenants, Conditions and Restrictions (CC&Rs) to the Land Development Division for review and approval. The CC&Rs shall include, but not be limited to, access easements, reciprocal access, private and/or public utility easements as may be relevant to the project.

LD26. (MA) Prior to approval of the map, all street dedications shall be irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer. All dedications shall be free of all encumbrances as approved by the City Engineer.

LD27. (MA) Prior to approval of the map, security shall be required to be submitted as a guarantee of the completion of the improvements required as a condition of approval of the project. A public improvement agreement will be required to be executed.

LD28. (MR) Prior to recordation of the map, the developer shall submit the map, on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.

Prior to Improvement Plan Approval or Construction Permit

LD29. (IPA) Prior to approval of the improvement plans, the improvement plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD30. (IPA) Prior to approval of the improvement plans, the developer shall submit clearances from all applicable agencies, and pay all outstanding plan check fees. (MC 9.14.210)

LD31. (IPA) All public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer in order for the Public Improvement Agreement and accompanying security to be executed.

LD32. (IPA) Prior to approval of the improvement plans, securities and a public improvement agreement shall be required to be submitted and executed as a

guarantee of the completion of the improvements required as a condition of approval of the project.

LD33. (IPA) The street improvement plans shall comply with all applicable City standards and the following design standards throughout this project:

a. Corner cutbacks in conformance with City Standard 208 shall be shown on the final map or, if no map is to be recorded, offered for dedication by separate instrument.

b. Lot access to major thoroughfares shall be restricted except at intersections and approved entrances and shall be so noted on the final map. (MC 9.14.100)

c. The minimum centerline and flow line grades shall be one percent unless otherwise approved by the City Engineer. (MC 9.14.020)

d. All street intersections shall be at ninety (90) degrees plus or minus five (5) degrees per City Standard No. 706A, or as approved by the City Engineer. (MC 9.14.020)

LD34. (IPA) Prior to approval of the improvement plans, the plans shall indicate any restrictions on trench repair pavement cuts to reflect the City's moratorium on disturbing newly-constructed pavement less than three years old and recently slurry sealed streets less than one year old. Pavement cuts for trench repairs may be allowed for emergency repairs or as specifically approved in writing by the City Engineer.

LD35. (IPA) Prior to approval of the improvement plans, the developer is required to bring any existing access ramps adjacent to and fronting the project to current ADA (Americans with Disabilities Act) requirements. However, when work is required in an intersection that involves or impacts existing access ramps, those access ramps in that intersection shall be retrofitted to comply with current ADA requirements, unless approved otherwise by the City Engineer.

LD36. (IPA) Prior to approval of the improvement plans, drainage facilities with sump conditions shall be designed to convey the tributary 100-year storm flows. Secondary emergency escape shall also be provided. (MC 9.14.110)

LD37. (IPA) Prior to the approval of the improvement plans, the hydrology study shall show that the 10-year storm flow will be contained within the curb and the 100-year storm flow shall be contained within the street right-of-way. In addition, one lane in each direction shall not be used to carry surface flows during any storm event for

street sections equal to or larger than a minor arterial. When any of these criteria is exceeded, additional drainage facilities shall be installed. (MC 9.14.110 A.2)

LD38. (IPA) The project shall be designed to accept and properly convey all off-site drainage flowing onto or through the site. All storm drain design and improvements shall be subject to review and approval of the City Engineer. In the event that the City Engineer permits the use of streets for drainage purposes, the provisions of the Development Code will apply. Should the quantities exceed the street capacity or the use of streets be prohibited for drainage purposes, as in the case where one travel lane in each direction shall not be used for drainage conveyance for emergency vehicle access on streets classified as minor arterials and greater, the developer shall provide adequate facilities as approved by the Public Works Department – Land Development Division. (MC 9.14.110)

LD39. (CP) All work performed within the City right-of-way requires a construction permit. As determined by the City Engineer, security may be required for work within the right-of-way. Security shall be in the form of a cash deposit or other approved means. The City Engineer may require the execution of a public improvement agreement as a condition of the issuance of the construction permit. All inspection fees shall be paid prior to issuance of construction permit. (MC 9.14.100)

LD40. (CP) Prior to issuance of a construction permit, all public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer.

LD41. (CP) Prior to issuance of construction permits, the developer shall submit all improvement plans on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.

LD42. (CP) Prior to issuance of construction permits, the developer shall pay all applicable inspection fees.

<u>Prior to Building Permit</u>

LD43. (BP) Prior to issuance of a building permit, if the project involves a non-residential subdivision, the map shall be recorded.

LD44. (BP) Prior to issuance of a building permit (excluding model homes), an approval by the City Engineer is required of the water quality control basin(s). The developer shall provide certification to the line, grade, flow test and system invert elevations.

LD45. (BP) Prior to issuance of a building permit, all pads shall meet pad elevations per approved plans as noted by the setting of "Blue-top" markers installed by a registered land surveyor or licensed engineer.

LD46. (BP) Prior to issuance of a building permit, the developer shall submit for review and approval, a Waste Management Plan (WMP) that shows data of waste tonnage, supported by original or certified photocopies of receipts and weight tags or other records of measurement from recycling companies and/or landfill and disposal companies. The Waste Management Plan shall contain the following:

a. The estimated volume or weight of project waste to be generated by material type. Project waste or debris may consist of vegetative materials including trees, tree parts, shrubs, stumps, logs, brush, or any other type of plants that are cleared from a site. Project waste may also include roadwork removal, rocks, soils, concrete and other material that normally results from land clearing.
b. The maximum volume or weight of such materials that can be feasibly diverted via reuse and recycling.
c. The vendor(s) that the applicant proposes to use to haul the materials.
d. Facility(s) the materials will be hauled to, and their expected diversion rates.
e. Estimated volume or weight of clearing, grubbing, and grading debris that will be landfilled.

Approval of the WMP requires that at least fifty (50) percent of all clearing, grubbing, and grading debris generated by the project shall be diverted, unless the developer is granted an exemption. Exemptions for diversions of less than fifty (50) percent will be reviewed on a case by case basis. (AB939, MC 8.80)

<u>Prior to Certificate of Occupancy</u>

LD47. (CO) Prior to issuance of the last certificate of occupancy or building final, the developer shall pay all outstanding fees.

LD48. (CO) Prior to issuance of a certificate of occupancy, this project is subject to requirements under the current permit for storm water activities required as part of the National Pollutant Discharge Elimination System **(NPDES)** as mandated by the Federal Clean Water Act. In compliance with Proposition 218, the developer shall agree to approve the City of Moreno Valley NPDES Regulatory Rate Schedule that is in place at the time of certificate of occupancy issuance. Following are the requirements:

a. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required continuous operation,

maintenance, monitoring system evaluations and enhancements, remediation and/or replacement, all in accordance with Resolution No. 2002-46.

i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process; or

ii. Establish an endowment to cover future City costs as specified in the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule.

b. Notify the Special Districts Division of the intent to request building permits 90 days prior to their issuance and the financial option selected. The financial option selected shall be in place prior to the issuance of certificate of occupancy. (California Government Code & Municipal Code)

LD49. (CO) The City of Moreno Valley has an adopted Development Impact Fee (DIF) nexus study. All projects unless otherwise exempted shall be subject to the payment of the DIF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD50. (CO) The City of Moreno Valley has an adopted area wide Transportation Uniform Mitigation Fee (TUMF). All projects unless otherwise exempted shall be subject to the payment of the TUMF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD51. (CO) Prior to issuance of a certificate of occupancy or building final, the developer shall construct all public improvements in conformance with applicable City standards, except as noted in the Special Conditions, including but not limited to the following applicable improvements:

a. Street improvements including, but not limited to: pavement, base, curb and/or gutter, cross gutters, spandrel, sidewalks, drive approaches, pedestrian ramps, street lights, signing, striping, under sidewalk drains, landscaping and irrigation, medians, redwood header boards, pavement tapers/transitions and traffic control devices as appropriate.

b. Storm drain facilities including, but not limited to: storm drain pipe, storm drain laterals, open channels, catch basins and local depressions.

c. City-owned utilities.

d. Sewer and water systems including, but not limited to: sanitary sewer, potable water and recycled water.

e. Under grounding of existing and proposed utility lines less than 115,000 volts.

f. Relocation of overhead electrical utility lines including, but not limited to: electrical, cable and telephone.

LD52. (CO) Prior to issuance of a certificate of occupancy or building final, all existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Moreno Valley ordinances. (MC 9.14.130)

LD53. (CO) Prior to issuance of a certificate of occupancy or building final for any Commercial/Industrial facility, whichever occurs first, the owner may have to secure coverage under the State's General Industrial Activities Storm Water Permit as issued by the State Water Resources Control Board.

SPECIAL CONDITIONS

LD54. Prior to parcel map approval, the map shall show the following:

a. A 4-foot minimum pedestrian right-of-way dedication behind any driveway approach per City Standard 118C, on Perris Boulevard, Indian Street, and Grove View Road.

b. A 2-foot public access easement for the portions of sidewalk which are outside of the public right-of-way, along Perris Boulevard and Indian Street.

c. The appropriate additional right-of-way required for a bus turn-out on Perris Boulevard as depicted on the approved project plans and as conditioned by the City's Transportation Department.

d. Corner cutback right-of-way dedications per City Standard 208 at the southeast corner of Indian Street and Grove View Road and the southwest corner of Perris Boulevard and Grove View Road.

LD55. Prior to parcel map approval, the Developer shall guarantee the construction of the following improvements by entering into a public improvement agreement and posting security. The improvements shall be completed prior

to occupancy of the first building or as otherwise determined by the City Engineer.

a. Perris Boulevard, Divided Arterial, City Standard 103C (110-foot RW / 86-foot CC) shall be constructed to half-width plus an additional 18 feet east of the centerline, along the entire project's east frontage. Additional right-of-way dedications at driveway approaches as well as a 2-foot pedestrian access easement, along the project's west property line, shall be shown on the parcel map. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, removal/relocation and/or undergrounding of any power poles with overhead utility lines less than 115,000 volts, and dry and wet utilities.

b. Indian Street, Minor Arterial, Modified City Standard 105A (88-foot RW / 64-foot CC) shall be constructed to half-width plus an additional 18 feet west of the centerline, along the entire project's east frontage. Additional right-of-way dedications at driveway approaches as well as a 2-foot pedestrian access easement, along the project's west property line, shall be shown on the parcel map. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, drainage structures, streetlights, pedestrian ramps, removal/relocation and/or undergrounding of any power poles with overhead utility lines less than 115,000 volts, and dry and wet utilities.

c. Grove View Road, Industrial Collector, City Standard 106 (78-foot RW / 56-foot CC) shall be constructed to half-width plus an additional 18 feet north of the centerline, along the entire project's north frontage. Additional right-of-way dedications at driveway approaches along the project's north property line, shall be shown on the parcel map.. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, drainage structures, any necessary offsite, streetlights, pedestrian ramps, dry and wet utilities.

d. Driveway approaches shall be constructed per City Standard No. 118C or as modified as shown on the project plans. The parcel map shall show an additional 4-foot minimum right-of-way dedication behind driveway approaches. No decorative pavers shall be placed within the public right-of-way. Certain project entrance(s) may be required to be constructed as a public street intersection.

e. Pavement core samples of existing pavement may be taken and findings submitted to the City for review and consideration of pavement improvements. The City will determine the adequacy of the existing pavement structural section. If the existing pavement structural section is found to be adequate, the developer may still be required to perform a one-tenth inch grind and overlay or slurry seal depending on the severity of existing pavement cracking, as required by the City Engineer. If the existing pavement section is found to be inadequate, the Developer shall replace the pavement to meet or exceed the City's pavement structural section standard.

LD56. Prior to precise grading plan or improvement plan approval, as applicable, the plans shall show all driveway approaches to be constructed per City Standard Plan 118C modified, as accepted by the City. There shall be 4-foot minimum wide pedestrian sidewalk area at 2% maximum behind the conventional right-of-way. A minimum 4-foot pedestrian right-of-way dedication shall be made on the final parcel map PM 35672.

LD57. Prior to precise grading plan approval, the grading plan shall show any proposed trash enclosure as dual bin; one bin for trash and one bin for recyclables. The trash enclosure shall be per City Standard Plan 627.

LD58. Prior to precise grading plan approval, the grading plan shall show that the lowest finished floor elevation is a minimum of one foot above the base flood elevation.

LD59. Prior to precise grading plan approval, the grading plans shall clearly show that the parking lot conforms to City standards. The parking lot shall be 5% maximum, 1% minimum, 2% maximum at or near any disabled parking stall and travel way. Ramps, curb openings and travel paths shall all conform to current ADA standards as outlined in Department of Justice's "ADA Standards for Accessible Design", Excerpt from 28 CFR Part 36. (www.usdoj.gov) and as approved by the City's Building and Safety Division.

LD60. Prior to occupancy, the developer shall obtain an encroachment permit from Riverside County Flood Control & Water Conservation District in order to connect proposed onsite storm drain to the Perris Valley Channel Lateral B.

LD61. Prior to occupancy, the developer shall make a good faith effort to cause Riverside County Flood Control & Water Conservation District to dedicate additional public street right-of-way on Indian Street and Perris Boulevard

along their property frontage between the project's south property line and the bridges.

LD62. Prior to occupancy, all overhead utility lines less than 115,000 volts fronting or within the entire project site boundary shall be placed underground per Section 9.14.130C of the City Municipal Code.

LD63. The Applicant shall select and implement treatment control BMPs that are medium to highly effective for treating Pollutants of Concern (POC) for the project. POC include project pollutants associated with a 303(d) listing or a Total Maximum Daily Load (TMDL) for receiving waters. Project POC include sediment/turbidity, nutrients, oxygen demanding substances, and pathogens (bacteria and viruses). Exhibit C of the document, "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006 shall be consulted for determining the effectiveness of proposed treatment BMPs.

LD64. Overall, the proposed treatment control concept is accepted as the conceptual treatment control BMP for the proposed site.

LD65. The Applicant has proposed to incorporate the use of vegetated swales, hydrodynamic separators, and sand filters. Final design details of the treatment control BMPs must be provided in the first submittal of the F-WQMP. The size of the treatment control BMPs is to be determined using the procedures set forth in Exhibit C of the Riverside County Guidance Document. The Applicant acknowledges that more area than currently shown on the plans may be required to treat site runoff as required by the WQMP guidance.

LD66. The Applicant shall substantiate the applicable Hydrologic Condition of Concern (HCOC) (WQMP Section IV) in the F-WQMP. The HCOC designates that the project will comply with Condition A; therefore, the condition must be addressed in the F-WQMP.

LD67. The Applicant shall, prior to building or grading permit closeout or the issuance of a certificate of occupancy, demonstrate:

a. That all structural BMPs have been constructed and installed in conformance with the approved plans and specifications;

b. That all structural BMPs described in the F-WQMP have been implemented in accordance with approved plans and specifications;

c. That the Applicant is prepared to implement all non-structural BMPs included in the F-WQMP, conditions of approval, and building/grading permit conditions; and

d. That an adequate number of copies of the approved F-WQMP are available for the future owners/occupants of the project.

PUBLIC WORKS DEPARTMENT – SPECIAL DISTRICTS DIVISION

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Special Districts' Conditions of Approval for project **PA09-0004**; this project shall be completed at no cost to any Government Agency. All questions regarding Special Districts' Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Special Districts Division of the Public Works Department 951.413.3480. The applicant is fully responsible for communicating with each designated Special Districts staff member regarding their conditions.

General Conditions

SD1. The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks & Community Services) and C (Arterial Street Lighting). All assessable parcels therein shall be subject to annual Zone A and Zone C charges for operations and capital improvements.

SD2. Plans for parkway, median, slope, and/or open space landscape areas designated on the tentative map or in these Conditions of Approval for incorporation into Moreno Valley Community Services District **Zone M**, shall be prepared and submitted in accordance with the *City of Moreno Valley Public Works Department Landscape Design Guidelines*. Contact the Special Districts Division of the Public Works Department to obtain copies of this document.

SD3. The developer, or the developer's successors or assignees shall be responsible for all parkway and/ or median landscaping maintenance until such time as the District accepts maintenance duties.

SD4. Any damage to existing landscape easement areas due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the Moreno Valley Community Services District.

Prior to Building Permit Issuance

SD5. (BP) This project has been identified to be included in the formation of a Community Facilities District (Mello-Roos) for **Public Safety** services, including but not limited to Police, Fire Protection, Paramedic Services, Park Rangers, and Animal Control

services. The property owner(s) shall not protest the formation; however, they retain the right to object to the rate and method of maximum special tax. In compliance with Proposition 218, the developer shall agree to approve the mail ballot proceeding (special election) for either formation of the CFD or annexation into an existing district that may already be established. The Developer must notify Special Districts of intent to request building permits 90 days prior to their issuance. (California Government Code)

SD6. (BP) This project is conditioned to provide a funding source for the capital improvements and/or maintenance for the **Perris Blvd.** median landscape. In order for the Developer to meet the financial responsibility to maintain the defined service, one of the following options shall be selected:

a. Participate in the mail ballot proceeding in compliance with Proposition 218, for Moreno Valley Community Services District **Zone M** (Commercial, Industrial and Multifamily Improved Median Maintenance), and pay all associated costs with the ballot process; or

b. Establish an endowment to cover the future maintenance costs of the landscaped area.

The developer must notify Special Districts of intent to request building permits 90 days prior to their issuance and the financial option selected to fund the continued maintenance.

SD7. *Commercial* (BP) If Land Development, a Division of the Public Works Department, requires this project to supply a funding source necessary to provide, but not limited to, stormwater utilities services for the monitoring of on site facilities and performing annual inspections of the affected areas to ensure compliance with state mandated stormwater regulations, the developer must notify Special Districts 90 days prior to the City's issuance of a building permit and the financial option selected to fund the continued maintenance. (California Government Code)

SD8. (BP) Prior to release of building permit, the developer, or the developer's successors or assignees, shall record with the County Recorder's Office a **Declaration of Covenant and Acknowledgement of Assessments** for each assessable parcel therein, whereby the developer covenants and acknowledges the existence of the Moreno Valley Community Services District, its established benefit zones, and that said parcel(s) is (are) liable for payment of annual benefit zone charges and the appropriate National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate schedule when due. A copy of the recorded Declaration of Covenant and Acknowledgement of Assessments shall be submitted to the Special Districts Division.

**For a copy of the Declaration of Covenant and Acknowledgement of the Assessments form, please contact Special Districts, phone 951.413.3480.

SD9. (BP) Final median, parkway, slope, and/or open space landscape/irrigation plans for those areas designated on the tentative map or in these Conditions of Approval for inclusion into Community Services District shall be reviewed and approved by the Community Development Department–Planning Division, and the Public Works Department–Special Districts and Transportation Divisions prior to the issuance of the first Building Permit.

Prior to Certificate of Occupancy

SD10. (CO) Prior to issuance of a Certificate of Occupancy or building final, the developer shall submit a letter to Special Districts from the Utility service responsible for providing final electrical energy connections and energization of the streetlights for the development project. The letter must identify, by pole number, each streetlight in the development and state the corresponding date of its electrical energization.

SD11. (CO) All parkway and/or median landscaping specified in the tentative map or in these Conditions of Approval shall be constructed prior to the issuance of the Certificate of Occupancy/Building Final for this project.

SD12. (CO) Prior to the issuance of the first Certificate of Occupancy or building final for this project, the developer shall pay Advanced Energy fees for all applicable Zone B (Residential Street Lighting) and/or Zone C (Arterial Street Lighting and Intersection Lighting) streetlights required for this development. The developer shall provide a receipt to the Special Districts Division showing that the Advanced Energy fees have been paid in full for the number of streetlights to be accepted into the CSD Zone B and/or Zone C program. Payment shall be made to the City of Moreno Valley, as collected by the Land Development Division, based upon the Advanced Energy fee rate at the time of payment and as set forth in the current Listing of City Fees, Charges and Rates, as adopted by City Council. Any change in the project which may increase the number of streetlights to be installed will require payment of additional Advanced Energy fees at the then current fee.

PUBLIC WORKS DEPARTMENT – TRANSPORTATION ENGINEERING DIVISION

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

Based on the information contained in our standard review process we recommend

the following conditions of approval be placed on this project:

GENERAL CONDITIONS

TE1. Conditions of approval may be modified if project is phased or altered from any approved plans.

TE2. Perris Boulevard is classified as a Divided Arterial (110'RW/86'CC) per City Standard Plan No. 103C. The sidewalk shall be curb-separated. Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility.

TE3. Indian Street is designated as a Minor Arterial (88'RW/64'CC) per City Standard Plan No. 105A. Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility.

TE4. Grove View Road is designated as an Industrial Collector (78'RW/56'CC) per City Standard Plan No. 106. Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility.

PRIOR TO GRADING PERMIT

TE5. (GP) Prior to issuance of a grading permit, the project applicant shall submit conceptual striping plans for improvements identified in condition TE11 as well as Indian Street for the City Traffic Engineer's approval.

PRIOR TO IMPROVEMENT PLAN APPROVAL OR CONSTRUCTION PERMIT

TE6. The driveways less than 40 feet in width shall conform to Section 9.16.250, and Table 9.16.250A of the City's Development Code - Design Guidelines, and City Standard Plan No. 118C. Driveways wider than 40' shall be designed as intersections with pedestrian access ramps per City standards.

TE7. Sight distance at driveways and on streets shall conform to City of Moreno Valley Standard No. 125A, B, C at the time of preparation of final grading, landscape, and street improvements.

TE8. Prior to the final approval of the street improvement plans, a signing and striping plan shall be prepared per City of Moreno Valley Standard Plans - Section 4 for all streets with a cross section of 66'/44' and wider.

TE9. Prior to issuance of a construction permit, construction traffic control plans prepared by a qualified, Registered Civil or Traffic engineer may be required.

TE10. Prior to the final approval of the street improvement plans, the project applicant shall design Perris Boulevard to include a bus bay per City Standard Plan No. 121 in the southbound direction, south of Grove View Road. The bus bay may be designed to serve as a combination right turn lane/bus bay to the satisfaction of the City Engineer.

TE11. Prior to the final approval of the street improvement plans, the project applicant shall design the intersection/traffic signal at Perris Boulevard and the South Project Driveway to provide the following (at a minimum):

Northbound: One left turn lane, one shared through/right turn lane
Southbound: One left turn lane, one through lane, one right turn lane
Eastbound: One left turn lane, one shared through/right turn lane
Westbound: One left turn lane, one shared through/right turn lane

NOTE: The curb return radii on the northwest/southwest corners shall be 50 feet.

TE12. Prior to the final approval of the street improvement plans, the project applicant shall design and modify the intersection of Perris Boulevard at Grove View Road to include a 200' northbound left turn lane with raised median. This modification may include relocation of the traffic detector loops and other traffic signal modifications.

<u>PRIOR TO BUILDING PERMIT</u>

TE13. (BP) Prior to issuance of a building permit, traffic signal plans shall be prepared by a registered civil or electrical engineer and shall be submitted to the City Traffic Engineer for the following intersections:

- **Perris Boulevard at South Project Driveway (signal modifications).**
- **Perris Boulevard at Grove View Road (signal modifications).**

TE14. (BP) Prior to issuance of a building permit, the project applicant shall make a fair-share contribution in the amount of $45,150 to the City of Moreno Valley for the construction of a traffic signal at Perris Boulevard and Suburban Lane. As this traffic signal is not in any existing fee program, payment of DIF and/or TUMF are not considered satisfaction of this obligation.

PRIOR TO CERTIFICATE OF OCCUPANCY OR BUILDING FINAL

TE15. (CO) Prior to issuance of a certificate of occupancy, all approved signing and striping shall be installed per current City Standards and the approved plans.

TE16. (CO) Each gated entrance shall be provided with the following, or as approved by the City Traffic Engineer:

a) A storage lane with a minimum of 75 feet queuing length for entering traffic.
b) Appropriate signing and striping.

All of these features must be kept in working order.

TE17. (CO) Prior to the issuance of a certificate of occupancy, the project applicant shall construct the traffic signal modifications identified in TE13. Construction shall be completed per the approved plans and coordinated with the street improvements.

TE18. (CO) Prior to issuance of a certificate of occupancy, the project applicant shall construct the intersection/roadway improvements identified in TE10, TE11, and TE12 per the approved plans.

TE19. (CO) Prior to the issuance of a certificate of occupancy for the project, driveway access at the following locations will be installed as follows:

- **North Perris Boulevard Driveway: Right-in, right-out access by means of a raised median.**
- **South Perris Boulevard Driveway: Full access by means of a traffic signal.**
- **Grove View Road Driveways: Full access.**
- **Indian Street Driveways: Full access.**

NOTE: All truck driveways shall have curb return radii of 50 feet.

PRIOR TO ACCEPTANCE OF STREETS INTO THE CITY-MAINTAINED ROAD SYSTEM

TE20. Prior to the acceptance of streets into the City-maintained road system, all approved traffic control and signing and striping shall be installed per current City Standards and the approved plans.

PUBLIC WORKS DEPARTMENT – MORENO VALLEY UTILITY

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Moreno Valley Utility's Conditions of Approval for project(s) PA09-0004 & PA09-0012; this project shall be completed at no cost to any Government Agency. All questions regarding Moreno Valley Utility's Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from Moreno Valley Utility (the Electric Utility Division) of the Public Works Department 951.413.3512. The applicant is fully responsible for communicating with Moreno Valley Utility staff regarding their conditions.

PRIOR TO RECORDATION OF FINAL MAP

MVU1. (R) For single family subdivisions, a three foot easement along each side yard property line shall be shown on the final map and offered for dedication to the City of Moreno Valley for public utility purposes, unless otherwise approved by the City Engineer. If the project is a multi-family development, townhome, condominium, apartment, commercial or industrial project, and it requires the installation of electric distribution facilities within common areas, a non-exclusive easement shall be provided to Moreno Valley Utility to include all such common areas. All easements shall include the rights of ingress and egress for the purpose of operation, maintenance, facility repair, and meter reading.

PRIOR TO ISSUANCE OF BUILDING PERMIT

MVU2. (BP) **City of Moreno Valley Municipal Utility Service – Electrical Distribution**: Prior to issuance of building permit, the developer shall submit a detailed engineering plan showing design, location and schematics for the utility system to be approved by the City Engineer. In accordance with Government Code Section 66462, the Developer **shall** execute an agreement with the City providing for the installation, construction, improvement and dedication of the utility system following recordation of final map and concurrent with trenching operations and other subdivision improvements so long as said agreement incorporates the approved engineering plan and provides financial security to guarantee completion and dedication of the utility system.

The Developer **shall** coordinate and receive approval from the City Engineer to install, construct, improve, and dedicate to the City, or the City's designee, all

utility infrastructure (including but not limited to conduit, equipment, vaults, ducts, wires, switches, conductors, transformers, resistors, amplifiers, and "bring-up" facilities including electrical capacity to serve the identified development and other adjoining/abutting/ or benefiting projects as determined by Moreno Valley Utility) – collectively referred to as "utility system" (to and through the development), along with any appurtenant real property easements, as determined by the City Engineer to be necessary for the distribution and /or delivery of any and all "utility services" to each lot and unit within the Tentative Map. For purposes of this condition, "utility services" shall mean electric, cable television, telecommunication (including video, voice, and data) and other similar services designated by the City Engineer. "Utility services" shall not include sewer, water, and natural gas services, which are addressed by other conditions of approval. Properties within development will be subject to an electrical system capacity charge and that contribution will be collected prior to issuance of building permits.

The City, or the City's designee, shall utilize dedicated utility facilities to ensure safe, reliable, sustainable and cost effective delivery of utility services and maintain the integrity of streets and other public infrastructure. Developer shall, at developer's sole expense, install or cause the installation of such interconnection facilities as may be necessary to connect the electrical distribution infrastructure within the project to the Moreno Valley Utility owned and controlled electric distribution system. Alternatively, developer may cause the project to be included in or annexed to a community facilities district established or to be established by the City for the purpose of financing the installation of such interconnection and distribution facilities. The project shall be deemed to have been included in or annexed to such a community facilities district upon the expiration of the statute of limitations to any legal challenges to the levy of special taxes by such community facilities district within the property. The statute of limitations referred to above will expire 30 days after the date of the election by the qualified electors within the project to authorize the levy of special taxes and the issuance of bonds.

MVU3. This Project is **subject** to a Reimbursement Agreement. The Project is responsible for a proportionate share of costs associated with electrical distribution infrastructure previously installed that directly benefits the Project. The developer shall be responsible to pay to the City of Moreno Valley the sum of **$423,150.00** for this electrical distribution infrastructure prior to the issuance of building permits.

POLICE DEPARTMENT

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects

Standard Conditions

PD1. Prior to the start of any construction, temporary security fencing shall be erected. The fencing shall be a minimum of six (6) feet high with locking, gated access and shall remain through the duration of construction. Security fencing is required if there is: construction, unsecured structures, unenclosed storage of materials and/or equipment, and/or the condition of the site constitutes a public hazard as determined by the Public Works Department. If security fencing is required, it shall remain in place until the project is completed or the above conditions no longer exist. (MC 9.08.080)

PD2. (GP) Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the following:

a. The name (if applicable) and address of the development.

b. The developer's name, address, and a 24-hour emergency telephone number. (MC 9.08.080)

PD3. (CO) Prior to the issuance of a Certificate of Occupancy, an Emergency Contact Information Form for the project shall be completed at the permit counter of the Community & Economic Development Department - Building Division for routing to the Police Department. (MC 9.08.080)

Errata to the VIP Moreno Valley Final EIR dated June 27, 2012

In responding to the comments to the Sierra Club letter to the Planning Commission dated July 11, 2012 and the Johnson and Sedlack letter to the Planning Commission dated July 12, 2012 there were some inconsistencies found in the VIP Moreno Valley Final EIR that are being corrected in this errata. In an effort to correct an inadvertent errors contained in the Final EIR that was approved by the Planning Commission, corrections to Final EIR Response to Comments E-9 and E-16 are necessary to provide consistency with the Mitigation Monitoring and Reporting Program (MMRP) as approved by the Planning Commission. These changes are contained herein.

During the Planning Commission meeting on July 12, 2012, the Planning Commission approved the project subject to two conditions of approval related to designing and constructing the project to accommodate future solar panels and obtain LEED Silver design standards. These conditions of approval have been added to the MMRP as Mitigation Measures 4.3.6.1D and 4.3.6.1E as follows:

4.3.6.1D The building roof shall be designed and constructed to accommodate future solar panels.

4.3.6.1E The project shall be designed and constructed to meet LEED Silver design standards.

It should be noted that regardless of the language for Mitigation Measure (MM) 4.2.6.3A found in any of the responses to comments to the Draft EIR provided in the Final EIR dated June 27, 2012, the Planning Commission in its hearing on July 12, 2012 approved the following language for MM 4.2.6.3A which supersedes the responses:

4.2.6.3A Prior to issuance of the first building permit, building and site plan designs shall ensure that the project's energy efficiencies surpass applicable 2008 California Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City. Any combination of the following design features ~~including but not limited to the following list~~ may be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent: *[Note the rest of the MM remains the same as was presented in the Mitigation Monitoring and Reporting Program and a Conditions of Approval adopted by the Planning Commission on July 12, 2012].*

Response to Comment E-9.[1] Mitigation Measure 4.2.6.3A already provides for preferential parking for alternative fueled cars. This mitigation located in the Draft EIR, Section 4.2 Air Quality, pages 4.2-26, 4.2-27, and 4.2-28 reads as follows with changes proposed in Section 3.0 Errata in the Final EIR to address other commentor concerns:

> ***4.2.6.3A*** *Prior to issuance of the first building permit, building and site plan designs shall ensure that the project's energy efficiencies surpass applicable 2008 California Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and review and approved by the City. The following ~~Any combination of~~ design features~~,~~*

[1] As presented to the Planning Commission on July 12, 2012, which was incorrect in the Response to Comments but correct in the Mitigation Monitoring and Reporting Program (MMRP).

~~including but not limited to the following list, may~~ shall be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent:

- *Lease/purchase documents shall ~~identify that~~ require tenants ~~are encouraged~~ to ~~promote~~ provide the following:*
  - *Provision of preferential parking for EV and CNG vehicles.*

Response to Comment E-9.[1] Mitigation Measure 4.2.6.3A already provides for preferential parking for alternative fueled cars. This mitigation located in the Draft EIR, Section 4.2 Air Quality, pages 4.2-26, 4.2-27, and 4.2-28 reads as follows with changes proposed in Section 3.0 Errata in the Final EIR to address other commentor concerns:

4.2.6.3A *Prior to issuance of the first building permit, building and site plan designs shall ensure that the project's energy efficiencies surpass applicable 2008 California Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City.* The following ~~Any~~ combination of design features~~, including but not limited to the following list, may~~ shall be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent:

- ~~*Lease/purchase documents shall identify that tenants are encouraged to promote the following:*~~
  - *Provision of preferential parking for EV and CNG vehicles.*

Response to Comment E-16.[2] Draft EIR, Section 4.2 Air Quality contains the following Mitigation Measure 4.2.6.1K that provides for electric or alternative fuel construction equipment and forklifts and Section 4.3 Greenhouse Gas Emissions and Climate Change contains Mitigation Measure 4.2.6.3A which specifies electric trucks and yard trucks in Mitigation Measures 4.2.6.3A. Changes proposed to Mitigation Measure 4.2.6.1K are provided in Section 3.0 Errata in the Final EIR to address other commentor concerns. The measures are as follows:

4.2.6.1K *Grading plans, construction specifications and bid documents shall also include the following notations:*

- *Off-road construction equipment shall utilize alternative fuels where feasible e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty;*
- Use electric construction equipment where feasible.
- All forklifts used during construction and in subsequent operation of the project shall be electric or natural gas powered.

4.2.6.3A *Prior to issuance of the first building permit, building and site plan designs shall ensure that the project's energy efficiencies surpass applicable 2008 California Title 24, Part*

[1] The response is revised to be consistent with the MMRP as presented to the Planning Commission on July 12, 2012.

[2] As presented to the Planning Commission on July 12, 2012, which was incorrect in the Response to Comments but correct in the Mitigation Monitoring and Reporting Program (MMRP).

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6 Energy Efficiency Standards by a minimum of 20 percent. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and review and approved by the City. The following ~~Any combination of~~ design features~~, including but not limited to the following list, may~~ shall be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent:

- *Lease/purchase documents shall ~~identify that~~ require tenants ~~are encouraged~~ to ~~promote~~ provide the following:*
  - *Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets.*
  - *Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance.*
  - *Use of electric (instead of diesel or gasoline-powered) yard trucks.*

Response to Comment E-16.[12] Draft EIR, Section 4.2 Air Quality contains the following Mitigation Measure 4.2.6.1K that provides for electric or alternative fuel construction equipment and forklifts and Section 4.3 Greenhouse Gas Emissions and Climate Change contains Mitigation Measure 4.2.6.3A which specifies electric trucks and yard trucks in Mitigation Measures 4.2.6.3A and 4.2.6.1K. ~~Changes proposed to Mitigation Measure 4.2.6.1K are provided in Section 3.0 Errata in the Final EIR to address other commentor concerns.~~ The measures are as follows:

4.2.6.1K *Grading plans, construction specifications and bid documents shall also include the following notations:*

- *Off-road construction equipment shall utilize alternative fuels where feasible e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty;*
- Use electric construction equipment where feasible.
- All forklifts used during construction and in subsequent operation of the project shall be electric or natural gas powered.

4.2.6.3A *Prior to issuance of the first building permit, building and site plan designs shall ensure that the project's energy efficiencies surpass applicable 2008 California Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City.* The following ~~Any~~ combination of design features~~, including but not limited to the following list, may~~ shall be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent:

- ~~*Lease/purchase documents shall identify that tenants are encouraged to promote the following:*~~
  - *Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets.*
  - *Use of electrical equipment (instead of gasoline-powered equipment) for*

[1] The response is revised to be consistent with the MMRP as presented to the Planning Commission on July 12, 2012.

landscape maintenance.

- *Use of electric (instead of diesel or gasoline-powered) yard trucks.*

Final

ENVIRONMENTAL IMPACT REPORT

VIP MORENO VALLEY

STATE CLEARINGHOUSE NO. 2011081084

CITY OF MORENO VALLEY

RIVERSIDE COUNTY, CALIFORNIA

LSA

June 27, 2012

Final

ENVIRONMENTAL IMPACT REPORT

VIP MORENO VALLEY

STATE CLEARINGHOUSE NO. 2011081084

CITY OF MORENO VALLEY

RIVERSIDE COUNTY, CALIFORNIA

Lead Agency:

City of Moreno Valley Community and Economic Development Department
Planning Division
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Moreno Valley, California 92552
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LSA Project No. VOG1001

LSA

June 27, 2012

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1. INTRODUCTION

The Final Environmental Impact Report (EIR) for the proposed VIP Moreno Valley project is composed of the Draft EIR State Clearinghouse No. 2011081084 and Appendices; the Response to Comments; and the Findings, Statement of Overriding Considerations, Staff Reports, and Resolutions. Specifically, this document portion of the EIR includes the Comments and Responses volume of the Final EIR, EIR modifications or errata, and the Mitigation Monitoring and Reporting Program (MMRP). The purpose of this document is to respond to all comments received by the City of Moreno Valley (City) regarding the environmental information and analyses contained in the Draft EIR. Additionally, any corrections to the text and figures of the Draft EIR, generated either from responses to comments or independently by the City, are stated in this volume of the Final EIR. The Draft EIR text has not been modified to reflect these clarifications.

1.1 CONTENT AND FORMAT

Subsequent to this introductory section, Section 2.0 contains copies of each comment letter received on the Draft EIR, along with annotated responses to each comment contained within the letters, Section 3.of this document contains corrections and errata to the Draft EIR. Section 4.0 contains the Mitigation Monitoring and Reporting Plan, which includes additional measures developed as a part of this Final EIR.

1.2 PUBLIC REVIEW OF THE DRAFT EIR

As required by the California Environmental Quality Act (CEQA) Guidelines Section 15087, a Notice of Completion (NOC) of the Draft EIR State Clearinghouse No. 2011081084 for the VIP Moreno Valley project was filed with the State Clearinghouse on April 20, 2012 and the Notice of Availability (NOA) of the Draft EIR was filed with the Riverside County Clerk on April 20, 2012

The Draft EIR was circulated for public review for a period of 45 days, from April 20, 2012 to June 4, 2012. Copies of the Draft EIR were distributed to all Responsible Agencies and to the State Clearinghouse in addition to various public agencies, citizen groups, and interested individuals. Copies of the Draft EIR were also made available for public review at the City Planning Department, at one area library, and on the internet.

A total of ten comment letters was received. Seven of the comment letters received were from Federal, State, regional, or local agencies. One comment letter was received from a citizen group and two letters from individuals. All ten letters have been responded to within this document. Comments that address environmental issues are thoroughly responded to in Section 2.0.

1.3 POINT OF CONTACT

The Lead Agency for this Project is the City of Moreno Valley. Any questions or comments regarding the preparation of this document, its assumptions, or its conclusions, should be referred to:

Jeff Bradshaw, Associate Planner
City of Moreno Valley, Planning Division
14177 Frederick Street
Post Office Box 88005
Moreno Valley, California 92553
Phone: (951) 413-3224
e-mail: jeffreyb@moval.com

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1.4 PROJECT SUMMARY

The following information is summarized from the Project Description in the Draft EIR. For additional detail in regard to Project characteristics and Project-related improvements, along with analyses of the Project's potential environmental impacts, please refer to Draft EIR Sections 3.0 and 4.0, respectively.

1.4.1 Project Location

The project site is located in the City of Moreno Valley, Riverside County. The approximately 71-acre site is generally located on the southwest corner of Perris Boulevard and Grove View Road. The Perris Valley Storm Drain Lateral B channel forms the southern boundary of the site while Indian Street forms the western boundary.

1.4.2 Proposed Project

The proposed development would result in the construction and operation of approximately 1,616,133 square feet of distribution warehouse uses on an approximately 71-acre site. The single building will be constructed with 264 vertical-lift dock-high roll up doors on the long (north and south) sides of the building to allow access for the loading and unloading of products from diesel truck/trailers. The building will include a total of approximately 44,000 square feet of business office space for the management of the warehouse. Parking at the warehouse will be provided for 368 trucks and trailers as well as 589 parking stalls for passenger vehicles in accordance with City standards for light industrial uses.

1.4.3 Project Objectives

The purpose of the proposed project is to provide a new facility specializing in warehouse distribution services. Upon development, the proposed project will achieve the following:

Create employment-generating opportunities for the citizens of Moreno Valley and surrounding communities;

Encourage industrial development as attractive and productive uses while minimizing conflicts with the surrounding existing uses;

Encourage warehouse distribution services that take advantage of the area's close proximity to various freeways and transportation corridors;

Provide the infrastructure improvements required to meet project needs in an efficient and cost-effective manner;

Encourage new development consistent with the capacity and municipal service capabilities;

Provide a high density, high-quality large-scale industrial development to provide jobs for residents at a variety of income levels;

Facilitate the efficient and cost-effective movement of goods in and through the City, which, in turn, allows the City to compete economically on a domestic and international scale;

Provide an industrial warehouse facility that meets the substantial and unmet demands of businesses located in the City and County;

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Cluster industrial warehouse uses near efficient access points to the state highway system to reduce traffic congestion on surface streets and to reduce associated air pollutant emissions from vehicle sources;

Implement the City's General Plan Industrial/Business Park Land Use designations that are applicable to the site;

Accommodate new development that channels land uses in a phased, orderly manner and is coordinated with the provision of necessary infrastructure and public improvements;

Provide new development that will assist the City in obtaining fiscal balance in the years and decades ahead; and

Address community circulation, both vehicular and pedestrian, utilizing available capacity within the existing circulation system, and provide fair share improvements to various future-year deficient intersections or road segments.

1.4.4 Required Permits and Discretionary Actions

The following discretionary actions are anticipated to be taken by the City of Moreno Valley as part of the proposed project:

Tentative Parcel Map approval (TPM 36162);

Certification of Environmental Impact Report; and

Site Plan approval.

Other non-discretionary actions anticipated to be taken by the City at the Staff level as part of the proposed project include the following:

Approval of a Storm Water Pollution Prevention Plan (SWPPP) to accommodate site runoff during construction. Approval of a Water Quality Management Plan (WQMP) to mitigate for post-construction runoff flows.

Issuance of a Grading permit that requires approval of a grading plan, approval of the final drainage study, approval of the Final WQMP, obtaining an NOI and WDID number, and satisfying those conditions of approval required prior to grading.

Issuance of an Encroachment permit for any construction work done in any City-controlled right-of-way. Encroachment permit issuance requires approval of improvement plans, public improvement agreement execution with securities posted, and satisfying those conditions of approval required prior to grading.

Issuance of a Building permit. The comprehensive building permit includes building, plumbing, mechanical, and electrical permits.

Approvals and permits required by other agencies include:

A National Pollutant Discharge Elimination System (NPDES) permit from the Regional Water Quality Control Board (RWQCB) to ensure that downstream water quality is not worsened.

Approval of water and sewer improvement plans by the Eastern Municipal Water District.

Approval from the City and Riverside County Flood Control and Water Conservation District to ensure that construction site drainage velocities are equal to or less than the pre-construction conditions.

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2. RESPONSE TO COMMENTS

A total of ten comment letters was received. Seven of the comment letters received were from Federal, State, regional, or local agencies. One comment letter was received from a citizen group and two letters from individuals. All ten letters have been responded to within this document. Comments that address environmental concerns have been thoroughly addressed. Comments that (1) do not address the adequacy or completeness of the Draft EIR; (2) do not raise environmental issues; or (3) do request the incorporation of additional information not relevant to environmental issues do not require a response, pursuant to Section 15088(a) of the State CEQA Guidelines.

Section 15088 of the State CEQA Guidelines, Evaluation of and Response to Comments, states:

a) The lead agency shall evaluate comments on environmental issues received from persons who reviewed the draft EIR and shall prepare a written response. The lead agency shall respond to comments received during the noticed comment period and any extensions and may respond to late comments.

b) The written response shall describe the disposition of significant environmental issues raised (e.g., revisions to the proposed project to mitigate anticipated impacts or objections). In particular, major environmental issues raised when the lead agency's position is at variance with recommendations and objections raised in the comments must be addressed in detail, giving the reasons that specific comments and suggestions were not accepted. There must be good faith, reasoned analysis in response. Conclusory statements unsupported by factual information will not suffice.

c) The response to comments may take the form of a revision to the draft EIR or may be a separate section in the final EIR. Where the response to comments makes important changes in the information contained in the text of the draft EIR, the lead agency should either:

   1. Revise the text in the body of the EIR; or
   2. Include marginal notes showing that the information is revised in the responses to comments.

Information provided in this volume of the Final EIR clarifies, amplifies, or makes minor modifications to the Draft EIR. No significant changes have been made to the information contained in the Draft EIR as a result of the responses to comments, and no significant new information has been added that would require recirculation of the document.

An Errata to the EIR (Section 3.0) has been prepared to make minor corrections and clarifications to the Draft EIR as a result of City review and comments received during the public review period. Therefore, this Response to Comments document, along with the Errata is included as part of the Final EIR for consideration by the Planning Commission prior to a vote to certify the Final EIR.

2.1 LIST OF PERSONS, ORGANIZATIONS, AND PUBLIC AGENCIES COMMENTING ON THE DRAFT EIR

The persons, organizations, and public agencies that submitted comments regarding the Draft EIR through June 4, 2012, are listed below. A total of ten comment letters was received. Seven of the comment letters received were from Federal, State, regional, or local agencies. One comment letter

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was received from a citizen group and two letters from individuals. Each comment letter received is indexed with a number below.

Comment Letters Received Regarding the Draft EIR

A **California Native American Heritage Commission (May 14, 2012)**
Dave Singleton, Program Analyst

B **California Department of Fish and Game (May 21, 2012)**
Jeff Brandt, Senior Environmental Specialist

C **Gerald M. Budlong (May 31, 2012)**

D **Johnson & Sedlack (June 1, 2012)**
Ray Johnson, AICP, Esq.

E **Sierra Club, San Gorgonio Chapter (June 3, 2012)**
George Hague, Conservation Chair
Moreno Valley Chapter

F **California Department of Transportation, District 8 (June 4, 2012)**
Daniel Kopulsky, Office Chief
Community Planning/IGR-CEQA

G **Eastern Municipal Water District (June 4, 2012)**
Joseph B. Lewis
Director of Engineering Services

H **United States Fish and Wildfire Service (e-mail June 4, 2012)**
Nicole Ronan, Fish and Wildfire Service

I **Riverside County Flood Control and Water Conservation District**
Mekbib Degaga, Engineering Project Manager

J **California Governor's Office of Planning and Research, State Clearinghouse**
Scott Morgan, Director State Clearinghouse

2.2 FORMAT OF RESPONSES TO COMMENTS

Aside from the courtesy statements, introductions, and closings, individual comments within the body of each letter have been identified and numbered. A copy of each comment letter and the City's responses are included in this section. Brackets delineating the individual comments and an alphanumeric identifier have been added to the right margin of the letter. Responses to each comment identified are included on the page(s) following each comment letter. Responses to comments were sent to the agencies that provided comments.

In the process of responding to the comments, there were minor revisions to the Environmental Impact Report. None of the comments or responses constitutes "significant new information" (*CEQA Guidelines* Section 15073.5) that would require recirculation of the Environmental Impact Report.

MV00177312

Letter A

NATIVE AMERICAN HERITAGE COMMISSION
915 CAPITOL MALL, ROOM 364
SACRAMENTO, CA 95814
(916) 653-6251
Fax (916) 657-5390
Web Site www.nahc.ca.gov
ds_nahc@pacbell.net

May 11, 2012

RECEIVED
MAY 14 2012
CITY OF MORENO VALLEY
Planning Division

Mr. Jeff Bradshaw, Associate Planner
City of Moreno Valley Community & Economic Development Department
14177 Frederick Street
Moreno Valley, CA 92552

Re: SCH#2011081084; CEQA Notice of Completion; draft Environmental Impact Report (DEIR) for the **"VIP Moreno Valley Project – PA09-0004 (plot Plan) PA09-0012 (TPM 36162) P11-020 (EIR);"** located in the City of Moreno Valley; Riverside, California.

Dear Mr. Bradshaw:

The Native American Heritage Commission (NAHC), the State of California 'Trustee Agency' for the protection and preservation of Native American cultural resources pursuant to California Public Resources Code §21070 and affirmed by the Third Appellate Court in the case of EPIC v. Johnson (1985: 170 Cal App. 3rd 604).

This letter includes state and federal statutes relating to Native American historic properties of religious and cultural significance to American Indian tribes and interested Native American individuals as 'consulting parties' under both state and federal law. State law also addresses the freedom of Native American Religious Expression in Public Resources Code §5097.9. 1

The California Environmental Quality Act (CEQA – CA Public Resources Code 21000-21177, amendments effective 3/18/2010) requires that any project that causes a substantial adverse change in the significance of an historical resource, that includes archaeological resources, is a 'significant effect' requiring the preparation of an Environmental Impact Report (EIR) per the CEQA Guidelines defines a significant impact on the environment as 'a substantial, or potentially substantial, adverse change in any of physical conditions within an area affected by the proposed project, including ...objects of historic or aesthetic significance." In order to comply with this provision, the lead agency is required to assess whether the project will have an adverse impact on these resources within the 'area of potential effect (APE), and if so, to mitigate that effect. 2 The NAHC did conduct a Sacred Lands File (SLF) search within the 'area of potential effect (APE) with the following results: Native American cultural resources were not found within the APE. However, the absence of archaeological resources does not preclude their existence at the subsurface level and may be exposed during construction activity. 3

The NAHC "Sacred Sites,' as defined by the Native American Heritage Commission and the California Legislature in California Public Resources Code §§5097.94(a) and 5097.96. Items in the NAHC Sacred Lands Inventory are confidential and exempt from the Public Records Act pursuant to California Government Code §6254 (r). 4

Early consultation with Native American tribes in your area is the best way to avoid unanticipated discoveries of cultural resources or burial sites once a project is underway. 5

Culturally affiliated tribes and individuals may have knowledge of the religious and cultural significance of the historic properties in the project area (e.g. APE). We strongly urge that you make contact with the list of Native American Contacts on the attached list of Native American contacts, to see if your proposed project might impact Native American cultural resources and to obtain their recommendations concerning the proposed project. Pursuant to CA Public Resources Code § 5097.95, the NAHC requests cooperation from other public agencies in order that the Native American consulting parties be provided pertinent project information. Consultation with Native American communities is also a matter of environmental justice as defined by California Government Code §65040.12(e). Pursuant to CA Public Resources Code §5097.95, the NAHC requests that pertinent project information be provided consulting tribal parties. The NAHC recommends *avoidance* as defined by CEQA Guidelines §15370(a) to pursuing a project that would damage or destroy Native American cultural resources and Section 2183.2 that requires documentation, data recovery of cultural resources. 5

Furthermore, the NAHC if the proposed project is under the jurisdiction of the statutes and regulations of the National Environmental Policy Act (e.g. NEPA; 42 U.S.C. 4321-43351). Consultation with tribes and interested Native American consulting parties, on the NAHC list, should be conducted in compliance with the requirements of federal NEPA and Section 106 and 4(f) of federal NHPA (16 U.S.C. 470 *et seq*), 36 CFR Part 800.3 (f) (2) & .5, the President's Council on Environmental Quality (CSQ, 42 U.S.C 4371 *et seq.* and NAGPRA (25 U.S.C. 3001-3013) as appropriate. The 1992 *Secretary of the Interiors Standards for the Treatment of Historic Properties* were revised so that they could be applied to all historic resource types included in the National Register of Historic Places and including cultural landscapes. Also, federal Executive Orders Nos. 11593 (preservation of cultural environment), 13175 (coordination & consultation) and 13007 (Sacred Sites) are helpful, supportive guides for Section 106 consultation. The aforementioned Secretary of the Interior's *Standards* include recommendations for all 'lead agencies' to consider the historic context of proposed projects and to "research" the cultural landscape that might include the 'area of potential effect.' 6

Confidentiality of "historic properties of religious and cultural significance" should also be considered as protected by California Government Code §6254(r) and may also be protected under Section 304 of he NHPA or at the Secretary of the Interior discretion if not eligible for listing on the National Register of Historic Places. The Secretary may also be advised by the federal Indian Religious Freedom Act (cf. 42 U.S.C., 1996) in issuing a decision on whether or not to disclose items of religious and/or cultural significance identified in or near the APEs and possibility threatened by proposed project activity. 7

Furthermore, Public Resources Code Section 5097.98, California Government Code §27491 and Health & Safety Code Section 7050.5 provide for provisions for inadvertent discovery of human remains mandate the processes to be followed in the event of a discovery of human remains in a project location other than a 'dedicated cemetery'. 8

To be effective, consultation on specific projects must be the result of an ongoing relationship between Native American tribes and lead agencies, project proponents and their contractors, in the opinion of the NAHC. Regarding tribal consultation, a relationship built around regular meetings and informal involvement with local tribes will lead to more qualitative consultation tribal input on specific projects. 9

Finally, when Native American cultural sites and/or Native American burial sites are prevalent within the project site, the NAHC recommends 'avoidance' of the site as referenced by CEQA Guidelines Section 15370(a). 10

If you have any questions about this response to your request, please do not hesitate to contact me at (916) 653-6251.

Sincerely,

Dave Singleton
Program Analyst

Cc: State Clearinghouse

Attachment: Native American Contact List

Letter A

Native American Contacts
Riverside County
May 11, 2012

Los Coyotes Band of Mission Indians
Shane Chapparosa, Chairman
P.O. Box 189 Cahuilla
Warner , CA 92086
(760) 782-0711
(760) 782-2701 - FAX

Soboba Band of Mission Indians
Scott Cozaet, Chairperson; Attn: Carrie Garcia
P.O. Box 487 Luiseno
San Jacinto , CA 92581
carrieg@soboba-nsn.gov
(951) 654-2765
(951) 654-4198 - Fax

Pechanga Band of Mission Indians
Paul Macarro, Cultural Resources Manager
P.O. Box 1477 Luiseno
Temecula , CA 92593
(951) 770-8100
pmacarro@pechanga-nsn.gov
(951) 506-9491 Fax

Santa Rosa Band of Mission Indians
John Marcus, Chairman
P.O. Box 391820 Cahuilla
Anza , CA 92539
(951) 659-2700
(951) 659-2228 Fax

Ramona Band of Cahuilla Mission Indians
Joseph Hamilton, Chairman
P.O. Box 391670 Cahuilla
Anza , CA 92539
admin@ramonatribe.com
(951) 763-4105
(951) 763-4325 Fax

Juaneno Band of Mission Indians Acjachemen Nation
Anthony Rivera, Chairman
31411-A La Matanza Street Juaneno
San Juan Capistrano CA 92675-2674
arivera@juaneno.com
(949) 488-3484
(949) 488-3294 - FAX
(530) 354-5876 - cell

San Manuel Band of Mission Indians
James Ramos, Chairperson
26569 Community Center Drive Serrano
Highland , CA 92346
(909) 864-8933
(909) 864-3724 - FAX
(909) 864-3370 Fax

Morongo Band of Mission Indians
Michael Contreras, Cultural Heritage Prog.
12700 Pumarra Road Cahuilla
Banning , CA 92220 Serrano
(951) 201-1866 - cell
mcontreras@morongo-nsn.gov
(951) 922-0105 Fax

This list is current only as of the date of this document.

Distribution of this list does not relieve any person of the statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, Section 5097.94 of the Public Resources Code and Section 5097.98 of the Public Resources Code.

This list is applicable for contacting local Native Americans with regard to cultural resources for the proposed SCH#2011081084; CEQA Notice of Completion; draft Environmental Impact Report (DEIR) for the VIP Moreno Valley Project; located in the City of Moreno Valley; Riverside County, California.

Native American Contacts
Riverside County
May 11, 2012

San Manuel Band of Mission Indians
Ann Brierty, Policy/Cultural Resources Departmen
26569 Community Center. Drive Serrano
Highland , CA 92346
(909) 864-8933, Ext 3250
abrierty@sanmanuel-nsn.gov
(909) 862-5152 Fax

Ernest H. Siva
Morongo Band of Mission Indians Tribal Elder
9570 Mias Canyon Road Serrano
Banning , CA 92220 Cahuilla
siva@dishmail.net
(951) 849-4676

Pechanga Band of Mission Indians
Mark Macarro, Chairperson
P.O. Box 1477 Luiseno
Temecula , CA 92593
tbrown@pechanga-nsn.gov
(951) 770-6100
(951) 695-1778 Fax

SOBOBA BAND OF LUISENO INDIANS
Joseph Ontiveros, Cultural Resource Department
P.O. BOX 487 Luiseno
San Jacinto , CA 92581
jontiveros@soboba-nsn.gov
(951) 663-5279
(951) 654-5544, ext 4137

William J. Pink
48310 Pechanga Road Luiseno
Temecula , CA 92592
wjpink@hotmail.com
(909) 936-1216
Prefers e-mail contact

Pechanga Cultural Resources Department
Anna Hoover, Cultural Analyst
P.O. Box 2183 Luiseño
Temecula , CA 92593
ahoover@pechanga-nsn.gov
951-770-8104
(951) 694-0446 - FAX

This list is current only as of the date of this document.

Distribution of this list does not relieve any person of the statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, Section 5097.94 of the Public Resources Code and Section 5097.98 of the Public Resources Code.

This list is applicable for contacting local Native Americans with regard to cultural resources for the proposed SCH#2011081084; CEQA Notice of Completion; draft Environmental Impact Report (DEIR) for the VIP Moreno Valley Project; located in the City of Moreno Valley; Riverside County, California.

2.4 RESPONSE TO LETTER A

California Native American Heritage Commission

Response to Comment A-1. The comment is introductory and states that the Native American Heritage Commission (NAHC) is the State "trustee agency" pursuant to Public Resources Code Section 21070 for the protection and preservation of the State's Native American resources. The comment also states that the letter contains state and federal statutes relating to Native American historic properties of religious and cultural significance.

The comment is introductory in nature and outlines the NAHC's authority and role as a commenting agency. The NAHC's introduction in this comment is noted, and no further response is required.

Response to Comment A-2. The comment states that CEQA requires that any project that causes a substantial adverse change in the significance of a historical resource, which includes archaeological resources, is a "significant effect" requiring the preparation of an EIR. A Draft EIR was prepared for the proposed project and circulated for public review on April 20, 2012. Based on the *Phase I Cultural Resources Assessment and Paleontological Records Review* prepared for the proposed project, the site contains a historic site and a historic isolate, which were recorded and evaluated for significance in accordance with CEQA. Based on the study, it was determined that the historic resource and historic isolate were not considered to be significant. Consequently, construction and grading of the proposed project site will not affect significant historic resources, resulting in a less than significant impact.

Response to Comment A-3. The comment states that the NAHC Sacred Lands File (SLF) search found that no Native American cultural resources were identified within the project area. Similarly, the Draft EIR determined that there were no cultural resources (historic or prehistoric) identified on the project site as a result of records searches or during on site reconnaissance. The comment does not contain any substantive statements or questions about the Draft EIR or the analysis therein. Therefore, no further response is necessary.

Response to Comment A-4. The comment states that NAHC Sacred Sites are confidential and exempt from the Public Records Act pursuant to California Government Code Section 6254. The City acknowledges the sensitivity and confidentiality of the information contained in the cultural resources report. No records maps have been made public nor will they be made public in association with the City's consideration of the proposed project.

Response to Comment A-5. The comment states that pursuant to California Public Resources Code Section 5097.95, the NAHC requests that pertinent project information be provided to Native American consulting parties, and that Native American consultation is a matter of environmental justice. The comment letter states that early consultation with Native American Tribes in the area of the project site is the best way to avoid unanticipated discoveries once a project is underway. The letter includes a list of Native American contacts and recommends obtaining their recommendations concerning the proposed project.

Appendix B-5 of the Draft EIR contains the Phase I Cultural Resource Assessment and Paleontological Records Review, (Michael Brandman Associate., March 27, 2012) prepared for the proposed project in which Native American consultation was conducted. On February 15, 2007, Michael Brandman Associates sent a letter to the NAHC in an effort to determine whether any sacred sites were listed on the Scared Lands Files for this area of Moreno Valley containing the project site.

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In response to the Sacred Land Record Search request, the NAHC identified fourteen Native American contacts that may have knowledge of cultural resources in the project area.

Letters dated February 28, 2007, were sent by MBA to the fourteen Native American contacts provided by the NAHC. The letters notified the parties of the proposed project and requested that the tribes respond with information concerning cultural resources that might be affected.

Response to Comment A-6. The comment states that consultation with Tribes and interested Native American consulting parties on the NAHC list should be conducted in compliance with the requirements of federal National Environmental Policy Act (NEPA), Sections 106 and 4(f) of the National Historic Preservation Act, and the Native American Grave Protection and Repatriation Act (NAGPRA), as appropriate.

The project is not a federal undertaking as defined under Section 106 of the National Historic Preservation Act (NHPA) or 36 Code of Federal Regulations (CFR) Part 800 regulations implementing Section 106. The project does not use federal funds and will not require any federal permits. Therefore, the project does not fall under the regulatory oversight of Section 106. The project is not a federal transportation project, so it also does not fall under the jurisdiction of Section 4(f) of the Department of Transportation Act of 1966. Finally, since there is no federal involvement in the project, the requirements of NAGPRA do not apply.

As described in Response to Comment A-5, above, the City conducted consultation with fourteen local tribes and interested Native American individuals for the project. Consultation included providing those parties with pertinent project and location information.

Response to Comment A-7. The comment states that historic properties of religious and cultural significance are confidential and protected by California Government Code Section 6254. The comment further states that the confidentiality of such resources may also be protected by section 304 of the NHPA. The City acknowledges the sensitivity and confidentiality of any identified resources. The SLF and any associated records maps are not for public distribution. In addition, because the project is not a federal undertaking, it is not regulated under Section 304 of the NHPA.

Response to Comment A-8. The comment identifies State laws regarding the accidental discovery of human remains. In in the unlikely event that human remains are encountered during project grading, the County Coroner and the City Planning Division would be notified immediately, and no further disturbance would occur until the County Coroner makes a determination of origin and disposition. If the remains are determined to be Native American, the County Coroner would notify the NAHC, which will determine and notify the most likely descendant (MLD). Implementation of state law reduces potential impacts related to the discovery of human remains on the proposed project site to a less than significant level, and no additional mitigation is required.

Response to Comment A-9. The comment states that effective consultation, in the opinion of the NAHC, is the result of an ongoing relationship between Native American tribes and lead agencies, project proponents and their contractors. The City agrees that effective consultation is desired. The City has reached out to Native American tribes through the consultation process (as detailed in the Draft EIR in Appendix B-5).The comment does not contain any substantive statements or questions about the Draft EIR or the analysis therein. Therefore, no further response is necessary.

Response to Comment A-10. The comment states that the NAHC recommends avoidance when a project would damage or destroy Native American cultural resources. The comment further states that documentation and data recovery of such resources is required pursuant to the CEQA

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Guidelines. Based on the *Phase I Cultural Resources Assessment and Paleontological Records Review* prepared for the proposed project, the site has a low potential for containing archeological resources due to the lack of such resources previously discovered in the surrounding area and the disturbed nature of the project site. Consequently, construction and grading of the proposed project site will have a low probability of damaging archeological resources. Impacts to archeological resources are considered to be less than significant.

State of California -The Natural Resources Agency
DEPARTMENT OF FISH AND GAME
1416 9th Street
Sacramento, CA 95814
http://www.dfg.ca.gov

EDMUND G. BROWN JR., Governor
CHARLTON H. BONHAM, Director

May 16, 2012

RECEIVED
MAY 21 2012
CITY OF MORENO VALLEY
Planning Division

Mr. Jeff Bradshaw
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92551

Subject: Draft Environmental Impact Report for the VIP Moreno Valley Project
City of Moreno Valley, Riverside County -- SCH #2011081084

Dear Mr. Bradshaw:

The Department of Fish and Game (Department) appreciates this opportunity to comment on the Draft Environmental Impact Report for the VIP Moreno Valley Project. The Department is responding as a Trustee Agency for fish and wildlife resources [Fish and Game Code sections §711.7 and 1802 and the California Environmental Quality Act Guidelines (CEQA) section §15386] and as a Responsible Agency regarding any discretionary actions (CEQA Guidelines section §15381), such as a Lake and Streambed Alteration Agreement (California Fish and Game Code Sections §1600 et seq.) and/or a Permit for Incidental Take of Endangered, Threatened, and/or Candidate species (Fish and Game Code Sections 2080 and 2080.1).

The proposed Project consists of the construction and operation of approximately 1,616,133 square feet of distribution warehouse uses on a 71-acre site. The Project is located in the City of Moreno Valley and is bounded on the west by Indian Street, on the east by Perris Boulevard, on the north by Grove View Road and on the south by the Perris Valley Storm Drain. The March Air Reserve Base and the Interstate-215 (I-215) are located in the vicinity to the west. The site has been used for dryland farming and is disked. There is vegetation (mostly non-native) on the periphery of the site but the major part of the site is disked.

Western Riverside Multiple Species Habitat Conservation Plan (MSHCP)

The Department is responsible for ensuring appropriate conservation of fish and wildlife resources including rare, threatened, and endangered plant and animal species, pursuant to the California Endangered Species Act (CESA), and administers the Natural Community Conservation Plan Program (NCCP Program). On June 22, 2004, the Department issued Natural Community Conservation Plan Approval and Take Authorization for the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) per Section §2800, et seq., of the California Fish and Game Code. The MSHCP establishes a multiple species conservation program to minimize and mitigate habitat loss and the incidental take of covered species in association with activities covered under the permit.

The proposed Project occurs within the MSHCP area and is subject to the provisions and policies of the MSHCP. The City of Moreno Valley is the Lead Agency and is signatory to the 1

Implementing agreement of the MSHCP. Compliance with approved habitat plans, such as the MSHCP, is discussed in CEQA. Specifically, Section 15125(d) of the CEQA Guidelines requires that the DEIR discuss any inconsistencies between a proposed Project and applicable general plans and regional plans, including habitat conservation plans and natural community conservation plans. An assessment of the impacts to the MSHCP as a result of this Project is necessary to address CEQA requirements.

The Project is located in the Reche Canyon/Badlands Area Plan but does not contain any Criteria Cells and the site is not necessary for reserve assembly. MSHCP policies and procedures that apply to the proposed Project include Protection of Species Associated with Riparian/Riverine Areas and Vernal Pools policy (MSHCP section 6.1.2 pp 6-20; "Riparian/Riverine and Vernal Pool Policy"), Protection of Narrow Endemic Plant Species (MSHCP section 6.1.3 pp 6-28; "NEPPSA"), and Additional Survey Needs and Procedures (MSHCP section 6.3.2, Additional Survey Needs and Procedures). 1

A) Special Survey Areas

The Project is located within the survey area for the western burrowing owl (WBO). WBO is a State Species of Special Concern and is a species subject to the Migratory Bird Treaty Act (MBTA). Focused surveys for the WBO were conducted in 2009. The results of the focused surveys indicate that there were no direct observations or sign of the WBO. 2

B) Protection of Narrow Endemic Plant Species

Plant species requiring habitat assessments include: San Diego ambrosia, many-stemmed dudleya, spreading navarretia, California Orcutt grass, Wrights trichocoronis, Coulter's goldfields, Davidson's saltscale, little mousetail, mud nama, Parish's brittlescale, round-leaved filaree, San Jacinto Valley crownscale, smooth tarplant, and threat-leaved brodiaea. Focused NEPS and Criteria Area surveys were conducted in 2009. The 2009 surveys determined that the NEPS and Criteria Area Plants have a low potential for occurrence because of the absence of suitable habitat and the disking of the site. The DEIR conclusions are supported by the surveys for the Perris Boulevard Widening Project. 3

C) Riparian/Riverine Areas, Vernal Pools, and Fairy Shrimp

A narrow, north-south trending agricultural drainage ditch bisects the center of the site and terminates at a culvert entering the Perris Valley Storm Drain. The document states that the "drainage ditch" does not meet the requirements of this MSHCP policy. The Department reserves the right to determine whether the on-site channel is jurisdictional. 4

<u>Impacts to the species</u>

The biological report states that the only vegetation on the site is located on the periphery because of ongoing disking and consists primarily of non-native plants. Wildlife on the site includes: red-tailed hawk, American kestrel, common raven, American crow, Brewer's blackbird, Say's phoebe, western kingbird, western meadowlark, mourning dove, side-blotched lizard, western fence lizard, California ground squirrel, desert cottontail and pocket gopher. 5

Proposed mitigation

Impacts to wildlife are covered by the MSHCP and the mitigation requirements in the MSHCP. The DEIR states that preconstruction surveys will be conducted for WBO and nesting birds. If WBO are found on the site the Resource Conservation Agency and the Department should be notified to determine whether additional mitigation measures are required. 6

Department Concerns

The Department reserves the right to determine whether the channel on site is subject to Section 1600 *et seq.* in the Fish and Game Code. A Determination of Biologically Equivalent or Superior Preservation (DBESP) alternative is not required, according to the DEIR. The Department needs to be notified prior to commencement of grading if bird nests or burrowing owl are identified in pre-construction surveys. In addition, a Lake and Streambed Alteration Agreement (Section 1600 *et seq.*) may be required. No mitigation has been provided for the loss of this channel. 7

Lake and Streambed Alteration Agreement

Although the proposed Project is within the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP) and is not subject to Section 6.1.2, Protection of Species Associated with Riparian/Riverine Areas and Vernal Pools, a Lake and Streambed Alteration Agreement Notification may still be required by the Department should the site contain jurisdictional waters. Additionally, the Department's criteria for determining the presence of jurisdictional waters are more comprehensive than the MSHCP criteria in Section 6.1.2.

A routine delineation was conducted in 2009 and the consultants determined that there were no jurisdictional wetlands or streams on the site. However, the Department retains the right to determine whether the resources on site are jurisdictional waters and subject to the Lake and Streambed Alteration Agreement program. A new streambed jurisdictional delineation needs to be conducted to determine whether the channel (i.e., "drainage ditch") conveys water across the site, particularly during the rainy season, and how many linear feet or acres comprise the channel. 8

The Department recommends submitting a notification early on, since modification of the proposed Project may be required to avoid or reduce impacts to fish and wildlife resources. To obtain a Streambed Alteration Agreement notification package, please call (562) 430-7924 or go to http://www.dfg.ca.gov/habcon/1600/forms.html. 9

If the CEQA documents do not fully identify potential impacts to lakes, streams, and associated resources and provide adequate avoidance, mitigation, monitoring, funding sources, a habitat management plan and reporting commitments, additional CEQA documentation will be required prior to execution (signing) of the Agreement. In order to avoid delays or repetition of the CEQA process, potential impacts to a stream or lake, as well as avoidance and mitigation measures need to be discussed within this CEQA document. Permit negotiations conducted after and outside of the CEQA process are not CEQA-compliant because they deprive the public and agencies of their right to know what project impacts are and how they are being mitigated (CEQA Section 15002). 10

The Department opposes the elimination of ephemeral, intermittent and perennial stream channels, lakes and their associated habitats. The Department recommends avoiding the stream and riparian habitat to the greatest extent possible. Any unavoidable impacts need to be compensated with the creation and/or restoration of in-kind habitat either on-site or off-site at a minimum 3:1 replacement-to-impact ratio, depending on the impacts and proposed mitigation. Additional mitigation requirements through the Department's Streambed Alteration Agreement process may be required depending on the quality of habitat impacted, proposed mitigation, project design, and other factors.

The following information will be required for the processing of a Streambed Alteration Agreement and the Department recommends incorporating this information to avoid subsequent CEQA documentation and project delays: 11

1) Delineation of lakes, streams, and associated habitat that will be temporarily and/or permanently impacted by the proposed project (include an estimate of impact to each habitat type);
2) Discussion of avoidance measures to reduce project impacts; and,
3) Discussion of potential mitigation measures required to reduce the project impacts to a level of insignificance.

Please refer to section 15370 of the CEQA guidelines for the definition of mitigation. If the project does not include the criteria listed above, the Department believes that it cannot fulfill its obligations as a Trustee and Responsible Agency for fish and wildlife resources.

We recommend that the Department's concerns be addressed in the Final Environmental Impact Report.

Sincerely,

Jeff Brandt
Senior Environmental Scientist

cc: State Clearinghouse

2.6 RESPONSE TO LETTER B

California Department of Fish and Game

Response to Comment B-1. The commentor accurately summarizes both the CEQA requirement for an analysis of the proposed project's consistency with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and the MSHCP policies and procedures applicable to the proposed project.

Response to Comment B-2. The commentor accurately summarizes both the MSHCP requirement for a burrowing owl survey and that the surveys conducted for the project showed no burrowing owl sign or observations.

Response to Comment B-3. The commentor accurately summarizes both the MSHCP requirement for survey of narrow endemic plant species and that the surveys conducted for the project determined there is a low potential for occurrence of the species due to lack of suitable habitat and disking of the site. The commentor also notes these conclusions are consistent with the surveys conducted for the Perris Boulevard Widening Project (which is a City of Moreno Valley capital improvement project) and not related to the VIP Moreno Valley Project.

Response to Comment B-4. The commentor notes the Draft EIR statement that the agricultural ditch running north-south across the center of the site is not jurisdictional and indicates CDFG reserves the right to determine whether the on-site ditch is jurisdictional. As stated in the Draft EIR (pages 2-10 and 2-11), the ditch no longer contains the characteristics of jurisdictional waters. This is due to the construction of Grove View Road and storm drains on the north side of the site, resulting in the elimination of an abundant supply of off-site water flow from the north onto the site. Because the ditch no longer carries the abundant supply off-site water flow, it no longer supports the one riparian species (willow) that exists in the ditch. This condition has become even more evident over the past several years, resulting in no jurisdictional waters on the site.

Response to Comment B-5. The commentor accurately summarizes the vegetation and wildlife observed on the site.

Response to Comment B-6. The commentor accurately summarizes the Draft EIR mitigation measure prescribing preconstruction surveys for burrowing owl and nesting birds, and requests that the Regional Conservation Authority and CDFG be contacted should burrowing owl be found on the site in order to determine the need for additional mitigation. This is standard operating procedure, and the project proponent's biological consultant will comply.

Response to Comment B-7. The commentor identifies CDFG's concerns which are summarized as follows: 1) Regarding the on-site ditch that runs north-south through the center of the project site, CDFG states that they reserve the right to determine whether the site is jurisdictional, and if so, a Section 1600 permit would be required for the loss of the on-site ditch; and 2) CDFG requests that they be notified prior to grading activities if bird nests or burrowing owls or observed during the pre-construction surveys required as part of Mitigation Measures BIO-1 through BIO-4.

Response to Comment B-8. The commentor notes that CDFG's criteria for determining jurisdictional waters are more comprehensive than the MSHCP criteria and requests that a new jurisdictional delineation be conducted.. As stated in the Response to Comment B-4, the Draft EIR has already identified that the on-site ditch no longer accepts off-site water flows during storm events because off-site flows now are conveyed to a storm drain located in Grove View Road. The eastern section of Grove View Road between Perris Boulevard and Indian Street was constructed in 2007 while the

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western section was constructed in 2009 as part of the two warehouse projects located across the street and north of the proposed project. The conditions observed in the 2009 jurisdictional delineation prepared by Ecological Sciences are still valid, and in fact, the lack of jurisdictional waters has become more obvious due to the lack of off-site water conveyance.

Response to Comment B-9. The commentor provides contact information regarding submittals for Section 1600 permit. Refer to Responses to Comments B-4 and B-9. The project contains no jurisdictional waters, a Section 1600 Streambed Alteration Agreement is not required, and this information is therefore not applicable.

Response to Comment B-10. Refer to Responses to Comments B-4, B-9, and B-10.

Response to Comment B-11. Refer to Responses to Comments B-4, B-9, and B-10.

MV00177326

Letter C

RECEIVED
MAY 3 1 2012
CITY OF MORENO VALLEY
Planning Division

Gerald M. Budlong
24821 Metric Drive
Moreno Valley, CA 92557
May 31, 2012

Subject: Proposed VIP Moreno Valley Distribution Center DEIR

Jeff Bradshaw, Associate Planner
Moreno Valley Planning Division
14177 Frederick Street, Moreno Valley City Hall
Moreno Valley, CA 92553

Dear Mr. Bradshaw:

The proposed VIP Moreno Valley Distribution Center project is consistent with the present specific plan as well as the superseded Oleander Specific Plan of the Moreno Valley General Plan and the zoning ordinance. My opinion of this industrial site concerning prime farmland, remains the same since 1989. The land has been designated as industrial in the specific plans and the zoning ordinance. The land has not met the state definition of prime farmland for the last 20 years or more due to the lack of acreage remaining of the land designated prime farmland on the state map. Viable crops grown on prime farmland have not been commercially possible for quite some time. Much of the site is already developed into industrial uses. 1

My only concern of the subject DEIR is the omission of groundwater levels and associated adverse impacts such as liquefaction. Why are high groundwater levels and liquefaction issues missing from this EIR?

The environmental cleanup program, called the Installation Restoration Program (IRP),at March Field, incorporating the former March AFB and present March ARB, has monitored the groundwater levels on and off base since the start of this program in the late 1980s. The groundwater levels have been rising an average of one to two feet annually. To date local groundwater levels are as high as 10 feet or less from the ground surface. Projects such as the new MWD water pipeline parallel to I-215 and near the March Field Museum has undergone high groundwater conditions which has prevented completion of approximately 400 linear yards of the project. A new bidding process inviting contractors with expertise in high groundwater conditions was initiated. The Air Force is concerned that the high groundwater conditions may adversely impact foundations at the base. The Air Force is concerned about potential adverse impacts from liquefaction in the event of a future earthquake. It was reported at the April 2012 March Field IRP Board meeting, that underground cement utility vaults at the former DHL airfreight building was experiencing flooding. I inquired whether the flooding was caused by high groundwater conditions. Staff promised they will make inquiries and report back at the October IRP meeting. 2

Are the building foundations for the proposed project engineered for high groundwater level conditions and potential liquefaction events from major earthquakes? 3

Sincerely,

Gerald M. Budlong

Gerald M. Budlong.

2.8 RESPONSE TO LETTER C

Gerald M. Budlong

Response to Comment C-1. The City appreciates the comments provided on the proposed project regarding the project being consistent with the City's General Plan and zoning code as well as comments on prime farmland and the area not being viable for farming since 1989. The comments are part of the public record and will be forwarded to the City's decision makers for their consideration prior to approving the project and certifying the EIR.

Response to Comment C-2. Appendix B-6 of the Draft EIR contains the *Geotechnical Engineering Investigation Proposed Industrial Development Southwest Corner of Perris Boulevard and Grove View Road Moreno Valley, California (*NorCal Engineering, May 7, 2007) prepared for the proposed project. The geotechnical investigation consisted of forty (40) subsurface exploratory trenches by a backhoe to depths ranging 5-15 feet below current elevations. The report stated "no ground water was encountered in any of the trenches (page 2). This study indicated that the groundwater levels are greater than 100 feet below the surface and the site has a low potential for liquefaction (page 5). The Draft EIR also provided this information in Section 2.5.4 Geology and Soils, page 2-14 which states *"Liquefaction typically occurs in areas where groundwater is shallower than approximately 30 feet, and where there is the presence of loose, sandy soils. According to the City's General Plan, liquefaction is not considered to be a local hazard since groundwater levels in Moreno Valley are far below the surface.*[1] *The project's geotechnical analysis*[2] *indicates that the depth of groundwater within the project vicinity is in excess of 100 feet. The proposed project site is not located in an area identified as being prone to liquefaction. The potential for earthquake-induced liquefaction within the proposed project is considered very low.*[3] *Because liquefaction at the project site is considered to be very low, a less than significant impact related to liquefaction would occur."*

Response to Comment C-3. The proposed project will be built per the City's and State's building code requirements and those contained in the geotechnical study prepared for the proposed project. The building code includes provisions for seismic safety.

---

1 *Chapter 6 Safety*, City of Moreno Valley General Plan, July 11, 2006.
2 *Geotechnical Engineering Investigation Proposed Industrial Development Southwest Corner of Perris Boulevard and Grove View Road Moreno Valley, California*, NorCal Engineering, March 7, 2007.
3 *Figure 5.6-2 Seismic Hazards*, Moreno Valley General Plan Final Program EIR, July 2006.

MV00177328

Letter D

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June 1, 2012

VIA EMAIL

Jeff Bradshaw
Associate Planner
City of Moreno Valley, Planning Division
Community & Economic Development Dept.
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RE: Moreno Valley Vogel Industrial Park (VIP) Draft Environmental Impact Report Comments

Greetings:

On behalf of the Sierra Club, Moreno Valley Group, and Residents for a Livable Moreno Valley, I hereby submit these comments on the Moreno Valley VIP Draft Environmental Impact Report (DEIR). (PA09-0004, PA09-0012, TPM No. 36162)

Project Summary:

The proposed development would result in the construction and operation of approximately 1,616,133 square feet of distribution warehouse uses on an approximately 71-acre site. The single building will be constructed with 264 vertical-lift dock-high roll up doors on the long (north and south) sides of the building to allow access for the loading and unloading of products from diesel truck/trailers. The building will include a total of approximately 44,000 square feet of business office space for the management of the warehouse. Parking at the warehouse will be provided for 368 trucks and trailers as well as 589 parking stalls for passenger vehicles in accordance with City standards for light industrial uses. See Figure 1.2. 1

The project is located approximately 1.3 miles east of I-215, 4.5 miles south of SR-60, and 1.75 miles west of Lake Perris. March Air Reserve Base is located approximately one half mile west of the project site. Residences are located to the west of the site.

Letter D

General Comments:

The California Environmental Quality Act (CEQA) was adopted as a disclosure and transparency document. The theory is that by providing a document that adequately describes the environmental consequences of a project to decision makers and the public, the decision makers will make a rational decision based upon the true environmental consequences of the project and if they do not, the electorate can hold them accountable for their decisions. The core of this statutory structure is the adequacy of the document as an informational document. 2

Unfortunately, the Draft EIR for this Project fails as an informational document. The EIR misleads decision makers and the public as to the extent and severity of the Project's environmental impacts. On top of these inadequacies, the Draft EIR is almost constantly conclusory, and does not provide the analysis or examination required by CEQA to inform the public and decision makers of the analytical pathway taken from facts to conclusions. Moreover, the EIR evaluates only impacts to Agricultural and Forest Resources, Air Quality, Greenhouse Gas Emissions and Global Climate Change, Noise, and Traffic. The EIR determines, without basis in CEQA, to *not* evaluate in detail impacts which *are potentially significant* but which will be mitigated below a level of significance, including impacts to Biological Resources, Cultural Resources, Geology and Soils, and Hydrology and Water Quality. While effects determined not be significant need not be discussed in detail in the EIR, effects which may be significant must be evaluated, and then the mitigation measures or alternatives which would reduce or avoid that effect must be described. (Public Res. C. § 21002.1(a), (e); State CEQA Guidelines § 15128, 15126, 15123) The EIR fails as an informational document by failing to analyze and evaluate **all potentially significant environmental effects of the project,** relying instead on the cursory evaluation performed for the environmental assessment. By failing to provide information on the potentially significant effects of the project that can be mitigated below a level of significance, the EIR fails as an informational document. The findings are also not supported by substantial evidence in the record, but rather only by the baseless conclusions cited in the EIR. 3 4

CEQA also requires that where feasible mitigation exists which can substantially lessen the environmental impacts of a project, **all feasible mitigation** must be adopted. In this way CEQA goes beyond its informational role to require that projects substantively lessen their negative effects on the environment. It is critical to proper drafting of an EIR that all feasible mitigation measures be required of a project. This has not been done with this Project. For instance, the EIR fails to require *any* mitigation for the project's significant impacts to agricultural resources. Moreover, all mitigation measures required in the EIR must be fully enforceable and certain to occur. This Project fails to ensure that all feasible mitigation will occur with this Project and instead provides vague, uncertain, and unenforceable approximations of mitigation measures. 5 6

Letter D

For instance, several "alternatives" listed in the EIR will not satisfy the actual mitigation required, while other mitigation measures merely require the incorporation of writings, not actions. 7

The Moreno Valley VIP project purports to be a "green project" that is environmentally forward thinking; this is simply not the case, and in fact, the Moreno Valley VIP industrial building will be the *least* green building constructed in Moreno Valley in the past 3 years. The EIR provides examples of typical green building features, but fails to require each of those features for this project. The project only requires LEED certification and does not explain why requiring a gold or platinum LEED certification is infeasible, despite having significant air quality and greenhouse gas impacts. 8

Correspondingly, while most of the project's environmental effects will be a result of its use as a distribution center and corresponding traffic and air quality impacts, not the effects of the warehouse building itself, little if any mitigation is required to reduce these impacts. Regarding traffic effects, the EIR relies heavily on TUMF and DIF programs and concludes that significant effects will be either immediately or promptly reduced by these programs. To the contrary, a significant amount of the streets impacted are not currently planned or funded for improvements, and given the underfunding of these programs are unlikely to see any improvement in the near term. The EIR accordingly understates the traffic and air quality impacts of the project and fails to require all feasible mitigation. 9 10

The EIR also fails to make adequate findings, based on substantial evidence, that the environmentally superior alternative is infeasible. In fact, the environmentally superior alternative satisfies most, if not all project objectives and significant reduces project impacts, particularly with regards to air quality in an area known to have some of the worst air quality in the nation. At the least, the environmentally superior alternative must be implemented in lieu of the project. 11

Further shortcomings of the EIR are detailed below.

Aesthetics

The finding of less than significant impact is not supported regarding lighting. The EIR acknowledges that the project will create a new source of substantial light, but fails to discuss this impact on nighttime views. 12

Agricultural Resources

The project will result in a significant and unmitigated individual and cumulative impact to agricultural resources by converting ***Prime Farmland, Unique Farmland, and Farmland of Statewide Importance***, to non-agricultural use; and would involve other changes in the existing environment which would result in the conversion of Farmland to non-agricultural use. 13

Specifically, the project site is entirely identified as Prime Farmland, Farmland of Statewide Importance, and Farmland of Local Importance. Loss of State Designated Farmland as a result of this project is a significant impact, and accounts for a substantial percent of farmland conversion for Riverside County. The project site's Land Evaluation and Site Assessment score further demonstrates a significant impact from the conversion of quality land and agricultural resources. 14

The EIR plays down the effect of development and operation of industrial uses in increasing development pressure on adjacent agricultural properties. The EIR does not disclose the predicted impacts on properties adjacent to the project site or along the truck routes used to access the project site, as well as city wide impacts. 15

No mitigation is required to reduce the significant adverse impacts of this project to agriculture. While the EIR identifies many mitigation measures that may be implemented, it fails to require any mitigation. The fact that the General Plan EIR found mitigation to be infeasible on a citywide scale does not mean that project level mitigation here is infeasible.

Mitigation measures identified by the CDC to reduce agricultural impacts include: 16

- The purchase of agricultural conservation easements;
- Transfer of development rights;
- Acquisition of farmland by the city or county;
- mitigation banking;
- the establishment of "urban limits," greenbelts, and buffers;
- the payment of in-lieu fees sufficient to a purchase and maintain farmland conservation easements;
- and planning tools such as clustering development, use of density bonuses, and limiting "leapfrog" development.

While the measures regarding planning have been determined to be infeasible by the City, ***the EIR does not provide evidence to support the finding of infeasibility with regard to the purchase or transfer of development rights, conservation easements, or donation of funds to assist in the preservation of agricultural lands.*** The conclusion of the EIR that these measures for mitigation of agricultural land are contrary to the City's vision and therefore not feasible is unsupported. The purchase of conservation easements must be required as mitigation barring evidence of infeasibility. The purchase of a permanent agricultural conservation easement of land of at least 2:1 of equal quality must be required to mitigate for impacts from the direct and growth inducing/cumulative loss of agricultural land by either the outright purchase of easements or donation of mitigation fees to a local, regional, or statewide organization that provides for acquisition and stewardship of agricultural conservation easements. Such mitigation is not found to be infeasible. 17

Air Quality

The project will result in significant and unavoidable impacts to air quality during construction and operation. 18

Several of the construction air quality impact "mitigation measures" are required by law, and therefore do not qualify as "mitigation." 19

Existing air quality in the project vicinity generally exceeds state and federal air quality standards for Ozone, Coarse Particulate Matter (PM10), Fine Particulate Matter (PM2.5) for the year. The nearest sensitive receptors to the project are rural residences located approximately 1,000ft north of the project site and 0.5 miles southwest of the project site. 20

The EIR fails to disclose all Moreno Valley General Plan Policies relevant to air pollutant emissions. Such omitted policies and objectives include:

- Ultimate Goal VII: achieve a community which "Emphasizes public health and safety…" 21
- Goal 6.1: "To achieve acceptable levels of protection from natural and man-made hazards to life, health, and property."
- Objective 7.5 "Encourage efficient use of energy resources."
- Policies 7.5.1; 7.5.2; 7.5.5 regarding energy efficiency.

The EIR finds that the project would, "add jobs resulting from the development of the industrial uses to the City, with the potential to minimize the VMT traveled within the project site and community." This potential may not be recognized and is unsupported by evidence in the record and are countered by recent projects within Moreno Valley. For instance, the Sketchers project nearby likewise promised job opportunities for local Moreno Valley workers. However, when all was said and done the facility resulted in a net job loss, and most employees were transferred from Ontario, increasing vehicle miles travelled. (*See, "Moreno Valley: Sketchers' warehouse has caused net job loss,"* The Press Enterprise, Jack Katzanek, February 1, 2012. < http://www.pe.com/business/business-headlines/20120201-moreno-valley-skechers-warehouse-has-caused-net-job-loss.ece>) 22

The project use will also be truck distribution; hence despite any local employment at the warehouse, the project will not minimize VMT and will not minimize air pollutant emissions consistent with the AQMP, but will instead drastically increase mobile source emissions. In fact, the focus of the AQMP is to attain PM 2.5 standards, which this project will specifically add to through the use of diesel trucks. (See AQMP 4-1.)The finding that the project is consistent with the AQMP is entirely unsupported. 23

Health Risks

The EIR finds that the project will have less than significant operational-acute health risk impacts on the basis that, "studies …have not provided sufficient information to establish a short-term non-cancer health risk guidance value for respiratory impacts." This ignores entirely the threshold of significance which asks "Would the proposed project expose sensitive receptors to substantial pollutant concentrations?" and does not necessarily require a health risk guidance value. 24

Operational-Chronic Health Risk Impacts are determined to be less than significant. It is unclear 25

from the EIR that levels at the sensitive receptors of Table 4.2.H were measured, as the EIR states, "Sensitive receptors were placed in a general grid extending in all directions to characterize the risk level surrounding the project site." In the immediate vicinity of the project site are residences, the Rancho Verde High School (one mile to the east of the project site), and El Potrero Elementary School (one mile to the northeast of the project). The EIR does not demonstrate that impacts at these and other locations were evaluated, particularly given the increased susceptibility of infants, children, and the elderly to health impacts from diesel PM. 25

Moreover, the HRA accounts only for the cancer risk and temporary respiratory impacts caused by this project. In addition to the risk of cancer, diesel PM is known to cause immune system effects; reproductive, developmental, and endocrine effects; nervous system effects; and lung health problems, as recognized by the County in the General Plan. Immune system effects include increased allergic inflammatory responses and suppression of infection fighting ability. Diesel PM has also been associated with reproductive effects such as decreased sperm production, changes in fetal development, low birth weight and other impacts. Diesel PM exposure may also cause impairment to the central nervous system. (*The Health Effects of Air Pollution on Children*, Michael T. Kleinman, Ph.D, Fall 2000, <http://aqmd.gov/forstudents/health_effects_on_children.html#WhyChildren>; *See also, Diesel and Health in America: the Lingering Threat*, Clean Air Task Force, February 2005, <http://www.catf.us/resources/publications/files/Diesel_Health_in_America.pdf>) 26

SCAQMD has stated with regards to the health effects from diesel PM:

> "Diesel particles consist mainly of elemental carbon and other carbon-containing compounds… Diesel particles are microscopic…Due to their minute size, diesel particles can penetrate deeply into the lung. There is evidence that once in the lung, diesel particles may stay there for a long time.
>
> In addition to particles, diesel exhaust contains several gaseous compounds including carbon monoxide, nitrogen oxides, sulfur dioxide and organic vapors, for example formaldehyde and 1,3-butadiene. Formaldehyde and 1,3-butadiene have been classified as toxic and hazardous air pollutants. Both have been shown to cause tumors in animal studies and there is evidence that exposure to high levels of 1,3-butadiene can cause cancer in humans…
>
> Diesel emissions may also be a problem for asthmatics. Some studies suggest that children with asthma who live near roadways with high amounts of diesel truck traffic have more asthma attacks and use more asthma medication.
>
> Some human volunteers, exposed to diesel exhaust in carefully controlled laboratory studies, reported symptoms such as eye and throat irritation, coughing, phlegm production, difficulty breathing, headache, lightheadedness, nausea and perception of unpleasant odors. Another laboratory study, in which volunteers were exposed to relatively high levels of diesel particles for about an hour, showed that such exposures could cause lung inflammation." (*The Health Effects of Air Pollution on Children, supra*; *See also, Mira Loma Commerce Center EIR No. 450, Air Quality, Section 4.*) 27

Furthermore, infants, children, and the elderly are more susceptible to diesel PM and its associated health impacts. Given this project's close proximity to two schools, the Rancho Verde High school (1 mile east) and El Potrero Elementary School (1 mile northeast) this increased susceptibility is extremely relevant. With regards to infants and children, increased susceptibility to TACs and diesel PM exists for a variety of reasons. Children are generally more active than adults, have higher respiration rates, and inhale more pollutants deeper into the lung. Children also have more lung surface area in proportion to their body size and inhale more air pound for pound when compared to adults, taking in 20 to 50 percent more air and associated air pollutants than adults. When compared to adults, children spend more active time outdoors in polluted air environments and exert themselves harder than adults when playing outside. Importantly, this exposure to high pollutant levels in children occurs while their lungs are still developing, and therefore has more severe impacts on this sensitive group. (*The Health Effects of Air Pollution on Children, supra.*) 28

This increased susceptibility to air pollutant emissions for children has resulted in the California EPA Office of Environmental Health Hazard Assessment ("OEHHA") weighting cancer risk by a factor of 10 for exposures to carcinogens from birth to two years old, and by a factor of 3 for exposures from 2 years old to 15 years old. (*Technical Support Document for Cancer Potency Factors: Methodologies for derivation, listing of available values, and adjustments to allow for early life stage exposures*, California EPA OEHHA Air Toxicology and Epidemiology Branch, April 2009, p. 3. <http://www.oehha.ca.gov/air/hot_spots/pdf/TSDCPFApril_09.pdf.>) It is unclear that these increased risks were accounted for in the EIR. Additionally, recent studies conducted by SCAQMD's Brain and Lung Tumor and Air Pollution Foundation have found a specific connection between exposure to diesel PM and brain cancer in children. (Annual Meeting of the Brain & Lung Tumor and Air Pollution Foundation, April 2, 2010, <http://www.aqmd.gov/hb/2010/April/100425a.htm>) 29

In addition to an increased risk of cancer, the effects of diesel PM on children include slowed lung function and growth, increased emergency room visits, increased incidences of asthma and bronchitis, crib death, asthma respiratory infections, allergic symptoms, and asthma hospitalizations. (*Diesel and Health in America: the Lingering Threat*, *supra.*)

This project will contribute to an already dire TAC situation in Riverside County. The Riverside County Planning Commission recently considered GPA 1096, an amendment to the General Plan to add a Healthy Communities Element which seeks to reduce hazardous air quality impacts to environmental and human health. The Healthy Communities Element of the General Plan was approved in view of the following significant health impacts resulting from already poor air quality in Riverside County: 30

- ***Asthma-Related Hospitalizations***: In 2005, the greatest percentage of asthma-related hospitalizations were among those under age 18 (38%) followed by those over 65 (19%). Blacks experienced the greatest rate of hospitalizations in 2005 at 225.7 per 100,000 population, versus 99.5 and 81.2 for Hispanics and whites, respectively. 31
- ***Risk of Cancer from Diesel Soot and Other Toxic Air Pollutants: Whereas the regional risk of cancer from diesel soot and other toxic air pollutants dropped by 8 percent between 1998 and 2005, the cancer risk in Riverside County increased by 2 percent.*** 32

- Poor air quality costs Riverside and San Bernardino around ***$6.3 billion annually*** in health care expenses.
- 19% of private schools, 11% of public schools, an 21% of licensed child care centers in Riverside County are located within a quarter (1/4) mile of a major highway.
- Around 350,000 Riverside County residents live within a half (1/2) mile of a major highway, including about 40,000 children under age 5.
- Five schools in Riverside County rank in the 10th percentile for air quality, meaning that 90 percent of the schools in the country had better air. Twenty-five schools ranked in the 50th percentile or below. 32

Recognizing these present and unacceptable consequences of air pollution to the health of Riverside's residents, particularly children and the elderly, the County General Plan and recently approved Healthy Communities Element have adopted General Plan policies pertinent to this project.

Construction Impacts

The EIR erroneously categorizes construction impacts as "Construction Equipment Exhaust Emissions." While some construction air quality impacts arise from construction equipment exhaust, other emissions exceed the threshold of significance from architectural coatings (ROG), paving, and fugitive dust during site preparation and grading, including the importations of 220,000cy of soil (NOx and PM10). 33

Table 4.2.1 relies on construction phasing not required of the project. For example, paving will result in 3434lbs/day of NOX emissions, 34 times the SCAQMD threshold. However, the EIR finds that, on a "Peak Day," NOX emissions will be only 390 lbs/day. This reduction is unsupported. Also, paving emissions for ROG are unclear (5.95.9?), but divide into 90 lbs/day on a peak day. Hence, while the EIR correctly finds that construction air quality impacts are significant and require mitigation, it fails to disclose the severity of that impact. Additional mitigation measures are also feasible to further reduce construction air quality emissions including the following:

1. Gravel pads must be installed at all access points to prevent tracking of mud onto public roads.
2. Install and maintain trackout control devices in effective condition at all access points where paved and unpaved access or travel routes intersect (eg. Install wheel shakers, wheel washers, and limit site access.) 34
3. All roadways, driveways, sidewalks, etc., should be completed as soon as possible. In addition, building pads should be laid as soon as possible after grading unless seeding or soil binders are used.
4. Pave all construction roads.
5. Pave all construction access roads at least 100 feet on to the site from the main road.
6. Limit fugitive dust sources to 20 percent opacity.
7. Require a dust control plan for earthmoving operations.
8. When materials are transported off-site, all material shall be covered, effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of

the container shall be maintained.

9. All streets shall be swept at least once a day using SCAQMD Rule 1186 certified street sweepers utilizing reclaimed water trucks if visible soil materials are carried to adjacent streets.
10. The contractor or builder shall designate a person or persons to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust offsite.
11. Post a publicly visible sign with the telephone number and person to contact regarding dust complaints. This person shall respond and take corrective action within 24 hours.
12. Extend grading period sufficiently to reduce air quality impacts below a level of significance.
13. The simultaneous disturbance of the site shall be limited to five acres per day.
14. Any vegetative cover to be utilized onsite shall be planted as soon as possible to reduce the disturbed area subject to wind erosion. Irrigation systems required for these plants shall be installed as soon as possible to maintain good ground cover and to minimize wind erosion of the soil.
15. Any on-site stockpiles of debris, dirt or other dusty material shall be covered or watered three times daily.
16. Any site access points within 30 minutes of any visible dirt deposition on any public roadway shall be swept or washed.
17. A high wind response plan shall be formulated for enhanced dust control if winds are forecast to exceed 25 mph in any upcoming 24-hour period. 34
18. Implement activity management techniques including a) development of a comprehensive construction management plan designed to minimize the number of large construction equipment operating during any given time period; b) scheduling of construction truck trips during non-peak hours to reduce peak hour emissions; c) limitation of the length of construction work-day period; and d) phasing of construction activities.*
19. Develop a trip reduction plan to achieve a 1.5 AVR for construction employees
20. Require high pressure injectors on diesel construction equipment.*
21. Restrict truck operation to "clean" trucks, such as a 2007 or newer model year or 2010 compliant vehicles.*
22. Require the use of CARB certified particulate traps that meet level 3 requirements on all construction equipment.*
23. Utilize only CARB certified equipment for construction activities.*
24. The developer shall require all contractors to turn off all construction equipment and delivery vehicles when not in use and/or idling in excess of 3 minutes.*
25. Restrict engine size of construction equipment to the minimum practical size.*
26. Use electric construction equipment where technically feasible.*
27. Substitute gasoline-powered for diesel-powered construction equipment.*
28. Require use of alternatively fueled construction equipment, using, e.g., compressed natural gas, liquefied natural gas, propane, or biodiesel.*
29. Use methanol-fueled pile drivers.*
30. Install catalytic converters on gasoline-powered equipment.*
31. Require the use of Alternative Diesel Fuels on diesel equipment used. Alternative diesel fuels exist that achieve PM10 and NOx reductions. PuriNOx is an alternative diesel

formulation that was verified by CARB on January 31, 2001 as achieving a 14% reduction in NOx and a 63% reduction in PM10 compared to CARB diesel. It can be used in any direct-injection, heavy-duty compression ignition engine and is compatible with existing engines and existing storage, distribution, and vehicle fueling facilities. Operational experience indicates little or no difference in performance and startup time, no discernable operational differences, no increased engine noise, and significantly reduced visible smoke.

32. Electrical powered equipment shall be utilized in-lieu of gasoline-powered engines where technically feasible.*
33. All forklifts shall be electric or natural gas powered.*
34. Suspend use of all construction equipment operations during second stage smog alerts.*
35. Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow.*
36. Provide dedicated turn lanes for movement of construction trucks and equipment on- and off-site.*
37. Reroute construction trucks away from congested streets and sensitive receptor areas.*
38. Configure construction parking to minimize traffic interference.*
39. Prior to the issuance of a grading and building permit, the applicant shall submit verification that a ridesharing program for the construction crew has been encouraged and will be supported by the contractor via incentives or other inducements.*
40. Minimize construction worker trips by requiring carpooling and providing for lunch onsite. *
41. Provide shuttle service to food service establishments/commercial areas for the construction crew.*
42. Provide shuttle service to transit stations/multimodal centers for the construction crew.*
43. Require the use of Zero-VOC paints, coatings, and solvents.

(* Would reduce impacts to GHGs as well) 34

Mitigation measure (MM) 4.2.6.1B is uncertain and vague, requiring that contractors "utilize power sources…" This should be amended to read that contractors shall utilize electricity from power poles rather than temporary diesel or gasoline power generators. It is further unclear what is considered to be a "clean-fuel." 35

MM 4.2.6.1C requires that, during construction, contractors utilize Tier II equipment. This measure does not go far enough. At least Tier III equipment is feasible and must be required where such equipment is available. 36

MM 4.2.6.1K does not require any mitigation, only that "construction specifications and bid documents" include "notations." This language must specify that: "the following mitigation shall be required to be implanted and, to ensure implementation, included in grading plans, construction specifications, and bid documents…" Several of the mitigation measures recommended above are included in this section but are not required of the project due to this language. 37

MM 4.2.6.3A does not go far enough. The EIR does not demonstrate that implementation of all of the design features mentioned would be infeasible. Each of these measures must be required. 38

Furthermore, it is misleading. Title 24 deals with building energy efficiency, so SmartWay partnerships and other mitigation measures concerning mobile emissions and vehicle standards will not be required to be implemented. ***As most of this project's operational emissions will be derived from mobile sources, and no mitigation measures pertain to reducing these emissions, the mitigation required of this project does not incorporate all feasible mitigation***. The measures under the bullet "Lease purchase documents shall identify that tenants are encouraged to promote the following" should simply be *required* mitigation for the project unless shown to be infeasible. 39

Operational Emissions

Impact 4.2.6.3 is unclear. 40

The Operational Emissions generated by this project are substantial. For instance, the project's NOX emissions will be 990 lbs/day, 18 times the threshold of significance of a 55lb/day increase; CO emissions will well exceed the threshold of significance at 830 lbs/day, one and a half times the threshold of significance of 550; ROG emissions of 143 lbs/day are 2.6 times the 55 lb threshold, and PM10 well exceeds the 150lbs/day threshold at 170lbs/day. (Note: the rounding of emissions downward where such totals are, for instance, 990.93 for NOx, but this number is rounded down to 990, fails to disseminate the *maximum* daily emissions caused by this project.) 41

The mitigation measures adopted to reduce operational emissions fail to reduce mobile emissions, by far the main source of this project's operational emission. (*See,* Table 4.2.K) The project's non-mobile source operational emissions are essentially limited to ROG emissions, yet the mitigation measures focus on the energy efficiency of the building. (e.g. MM 4.2.6.3A) 42

MM 4.2.6.3A does not go far enough and is misleading. All this mitigation measure requires is that the project's building energy efficiency exceed Title 24 by 20 percent. This mitigation does not in any way require the implementation of each of the alternatives listed below. Moreover, as Title 24 deals with building energy efficiency, SmartWay partnerships and other mitigation measures concerning mobile emissions and vehicle standards **will not be required to be implemented in order to satisfy the actual requirement of this mitigation**. The listing of alternatives to satisfy this mitigation measure is misleading and causes the EIR to fail as an informational document. 43

The EIR does not demonstrate that requiring that the project implement each of the alternatives listed at MM 4.2.6.3A is infeasible. Each of these alternatives must be required of the project. 44

With regards to operational mobile source emissions, most of this project's operational emissions will be derived from mobile sources, and no mitigation measures directly pertain to reducing these emissions. ***The mitigation required of this project to reduce operational air quality impacts does not incorporate all feasible mitigation*** as it fails to require the mitigation listed at MM 4.2.6.3A under the bullet "Lease purchase documents shall identify that tenants are encouraged to promote the following" yet does not find such mitigation to be infeasible. These measures must simply be *required* mitigation for the project as these measures will actually 45

reduce the project's mobile source operational emissions. Likewise, as discussed above, each of the other alternatives listed at MM4.2.6.3 is feasible and must be required of this project.

The following mitigation measures are feasible and must be required of this project:

1. The operator of the primary facilities shall become SmartWay Partner.*
2. The Project shall meet SmartWay 1.25 ratings.*
3. The project shall use only freight companies that meet SmartWay 1.25 ratings.*
4. (ALTERNATIVELY from 2,3 above) The operator of the primary facilities shall incorporate requirements or incentives sufficient to achieve at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 90% of all long haul trips carried by SmartWay 1.0 or greater carriers. Results, including backup data shall be reported to the Planning Department semi-annually.*
5. The operator of the primary facilities shall incorporate requirements or incentives sufficient to achieve a 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidator trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers. Results, including backup data shall be reported to the Planning Department semi-annually.*
6. All fleet vehicles shall conform to 2010 air quality standards or better. Results, including backup data shall be reported to the Planning Department semi-annually.*
7. All spaces utilizing refrigerated storage, including restaurants and food or beverage stores, shall provide an electrical hookup for refrigeration units on delivery trucks. Trucks incapable of utilizing the electrical hookup for powering refrigeration units shall be prohibited from accessing the site. All leasing documents shall include these requirements and provide that violation of those provisions will constitute a material breach of the lease that will result in the termination of the lease. Because of the fact that these terms of the lease are designed to benefit the public, the public shall be considered to be a third party beneficiary with standing to enforce the requirements of the lease.* 45
8. Install catalytic converters on gasoline-powered equipment.*
9. Where diesel powered vehicles are necessary, require the use of alternative diesel fuels. Alternative diesel fuels exist that achieve PM10 and NOx reductions. PuriNOx is an alternative diesel formulation that was verified by CARB on January 31, 2001 as achieving a 14% reduction in NOx and a 63% reduction in PM10 compared to CARB diesel. It can be used in any direct-injection, heavy-duty compression ignition engine and is compatible with existing engines and existing storage, distribution, and vehicle fueling facilities. Operational experience indicates little or no difference in performance and startup time, no discernable operational differences, no increased engine noise, and significantly reduced visible smoke.
10. Electrical powered equipment should be utilized in-lieu of gasoline-powered engines where technically feasible.*
11. Utilize electrical equipment for landscape maintenance.*
12. All forklifts shall be electric or natural gas powered.*
13. Utilize electric yard trucks.*
14. Prohibit idling of trucks for periods exceeding three minutes.*

15. Provide electrical vehicle ("EV") and compressed natural gas ("CNG") vehicles in vehicle fleets.*
16. Charge reduced or no parking fee for EVs and CNG vehicles.*
17. Install EV charging facilities for a minimum of 10% of all parking spaces.*
18. Install a CNG fueling facility.*
19. Provide preferential parking locations for EVs and CNG vehicles.*
20. Implement parking fee for single-occupancy vehicle commuters.*
21. Plant shade trees in parking lots to provide minimum 50% cover to reduce evaporative emissions from parked vehicles.*
22. Plant at least 50 percent low-ozone forming potential (Low-OFP) trees and shrubs, preferably native, drought-resistant species, to meet city/county landscaping requirements.*
23. Plant Low-OFP, native, drought-resistant, tree and shrub species, 20% in excess of that already required by city or county ordinance. Consider roadside, sidewalk, and driveway shading.*
24. Orient 75 percent or more of homes and buildings to face either north or south (within 30 degrees of N/S) and plant trees and shrubs that shed their leaves in winter nearer to these structures to maximize shade to the building during the summer and allow sunlight to strike the building during the winter months.*
25. Provide grass paving, tree shading, or reflective surface for unshaded parking lot areas, driveways, or fire lanes that reduce standard black asphalt paving by 10% or more.*
26. Electrical outlets shall be installed on the exterior walls of all residential and commercial buildings (and perhaps parking lots) to promote the use of electric landscape maintenance equipment.* 45
27. Prohibit gas powered landscape maintenance equipment within residential, commercial, and mixed-use developments. Require landscape maintenance companies to use battery powered or electric equipment **or** contract only with commercial landscapers who operate with equipment that complies with the most recent California Air Resources Board certification standards, or standards adopted no more than three years prior to date of use or any combination of these two themes.*
28. Provide a complimentary cordless electric lawnmower to each residential buyer.
29. Implement parking cash-out program for non-driving employees.*
30. Require each user to establish a carpool/vanpool program.*
31. Create a car sharing program within the planned community.*
32. Create a light vehicle network, such as a neighborhood electric vehicle (NEV) system.*
33. Provide preferential parking for carpool/vanpool vehicles.*
34. Provide subsidies or incentives to employees who use public transit or carpooling, including preferential parking.*
35. Provide secure, weather-protected bicycle parking for employees.*
36. Provide direct, safe, attractive pedestrian access from project to transit stops and adjacent development.*
37. Provide direct safe, direct bicycle access to adjacent bicycle routes.*
38. Provide showers and lockers for employees bicycling or walking to work.*
39. Short-term bicycle parking for retail customers and other non-commute trips.*
40. Connect bicycle lanes/paths to city-wide network.*
41. Design and locate buildings to facilitate transit access, e.g., locate building entrances near

transit stops, eliminate building setbacks, etc.*

42. Construct transit facilities such as bus turnouts/bus bulbs, benches, shelters, etc.*
43. Provide a display case or kiosk displaying transportation information in a prominent area accessible to employees or residents.
44. Provide shuttle service to food service establishments/commercial areas.*
45. Provide shuttle service to transit stations/multimodal centers.*
46. Provide on-site child care or contribute to off-site child care within walking distance.*
47. Implement a compressed workweek schedule.*
48. Implement home-based telecommunicating program, alternate work schedules, and satellite work centers.*
49. All buildings shall be constructed to LEED Platinum standards.*
50. Design buildings for passive heating and cooling and natural light, including building orientation, proper orientation and placement of windows, overhangs, skylights, etc.*
51. Construct photovoltaic solar or alternative renewable energy sources sufficient to provide 100% of all electrical usage for the entire Project.*
52. Install an ozone destruction catalyst on all air conditioning systems.*
53. Construct renewable energy sources sufficient to offset the equivalent of 100% of all greenhouse gas emissions from mobile sources (internal combustion engines) for the entire Project. *
54. Purchase only green/ renewable power from the electric company.*
55. Install solar water heating systems to generate all hot water requirements.*

45

Cumulative Impacts

The finding of less than significant short-term cumulative impacts is unsupported by evidence in the record. The EIR finds that project individual construction emissions will be significant, and that other projects construction simultaneously will result in short term pollutant impacts. However, the EIR then states that because each project will have to comply with SCAQMD measures such cumulative impact is less than significant. This conclusion is unsupported by the EIR or any reasoning. In fact, here compliance with SCAQMD measures did not reduce short-term air quality impacts below a level of significance, and the presumption that it would for other area projects and the cumulative impact is completely unsupported by any evidence.

The project will result in significant and unmitigated cumulative operational impacts, yet not all feasible mitigation was adopted to reduce this impact. As discussed above, additional mitigation measures must be implemented to reduce operational impacts.

46

Biological Resources

The EIR finds that impacts to biological resources will be less than significant with mitigation based on outdated and limited surveys. The EIR therefore fails as an informational document.

47

Cultural Resources

The EIR finds that impacts to cultural resources would be less than significant with mitigation with regards to paleontological resource or unique geologic feature. The project site has a "high

48

potential to contain significant fossil resources due to the presence of early to middle Pleistocene alluvial fan deposits." The finding of less than significant impacts with mitigation is unsupported as the mitigation required for this potentially significant impact is deficient and fails to incorporate all feasible mitigation. 48

First, MM Cul-1 provides for discontinuing monitoring if "the paleontologist(s) do not find evidence for Pleistocene-era deposits once the maximum excavation depth is reached." This mitigation measure is impermissibly vague as it fails to state what portion of the site must be excavated to maximum depth before this determination of "no evidence" is made. 49

Second, a qualified paleontological monitor may only "salvage fossils" or temporarily halt or divert equipment to remove large specimens while avoiding construction delays. This salvage of fossils fails to account for the potential importance associated with the placement of those fossils across the site or any study or documentation of the specimens at the site. The salvaging will also likely result in the loss of many paleontological resources as the purpose of the mitigation is demonstrated by this method to be, primarily, to "avoid construction delays" and not to avoid damaging paleontological resources. 50

MM Cul-1 also uses the qualification: "If too few fossil remains are found…"; this is impermissibly vague. There is no quantification of "too few" or objective way to determine whether this has occurred. 51

Overall, the mitigation required for archaeological resources fails to reduce impacts below a level of significance through vagueness and inherent deficiencies. Salvaging fossils also fails to further Objective 7.6 of the General Plan to "Identify and preserve Moreno Valley's unique historical and archaeological resources for future generations." The mitigation and potential impacts conflict with Policy 7.6.1 and 7.6.2 will not ensure that the archaeological resources are preserved or mitigated. It is also unclear from the EIR whether Conservation Element Programs, General Plan 9.7.3, program 7-6 has been incorporated where such program requires: "In areas where archaeological or paleontological resources are known or reasonably expected to exist, based upon the citywide survey conducted by the UCR Archaeological Research Unit, incorporate the recommendations and determinations of that report to reduce potential impacts to levels of insignificance." The EIR therefore fails to require all feasible mitigation, ensure enforceable mitigation, and fails as an informational document. 52

Geology and Soils

The project will require excavation, fill, and recompaction. The project description states that approximately 220,000 cubic yards of additional fill will be required. It is unclear whether the EIR considered impacts from the import of fill, such as traffic and air quality impacts from truck trips to and from the project site to the fill import site, an unknown location at this time. Some 80,000 cy of fill has already been imported to the site, yet the impacts from this fill dirt have 53

been segregated from the remainder for the project. Again, project impacts have been underestimated and improperly segmented. 53

The project is also located on a geologic unit or soil that is unstable as soil shrinkage and expansion may occur. The mitigation for expansive soils, MM Geo-2 is deferred and vague. Specifically, such mitigation requires that the project proponent "inform" engineers, architects, owner, maintenance personnel, and other interested parties of the Expansive Soil Guidelines provided in the geotechnical analysis and that such guidelines "shall be reviewed and considered." The guidelines must be required of the project in order for such mitigation to certain and enforceable. 54

GHGs

The EIR finds that the project is consistent with GHG plans, policies, and regulations. The reasoning behind several of these findings is unsupported. For instance with regards to transportation, as discussed above, the project is unlikely does not reduce VMT. 55

Compliance with GHG reduction strategies is also unsupported. For instance, the EIR fails to delineate how an energy efficient building features support achieving a 33 percent renewable energy mix statewide, unless the building will be reliant on renewable energy. Similarly, the EIR fails to show how the project is compliant with engine efficiency measures where the project does not require the use of fuel efficient trucks. 56

There is no GHG reduction plan as part of the City of Moreno Valley's General Plan, hence Tier 2 SCAQMD criteria are improperly applied. Tier 2 criteria is intended for a plan that may be part of a local general plan, for example. Comparing the impacts from this project to statewide emissions in order to find such emissions to be less than significant is improper.

Tier 3 is more properly applied to the industrial project at hand. The screening level for Tier 3 per the December 5, 2008 the SCAQMD Governing Board adoption of interim GHG significance thresholds is less than 10,000 MTCO2eq/yr. CARB's threshold for the same is less than 7,000MTCO2eq/yr and meets construction and transportation performance standards. Applying these interim thresholds to this project, the project is far in exceedence with emissions in the range of 44,000 MTCO2eq/yr. The finding that the project will have a less than significant individual impact on GHGs and climate change is unsupported in light of the interim numerical thresholds established for industrial projects by SCAQMD and ARB, and these omissions cause the EIR to fail as an informational document. Notably, the GHG appendix E delineates these standards at page 22 (from 2010), but they are neither applied nor mentioned in the EIR. 57

The mitigation measure requiring the devising of a comprehensive water conservation strategy is vague and defers mitigation. There is no requirement that the alternatives listed be incorporated 58

or that the conservation strategy meet any performance standards. 58

Mitigation measure 4.3.6.1A is not mitigation, but a requirement of the California Code of Regulations. 59

Notwithstanding the above deficiencies, the EIR finds cumulative GHG impacts of the project to be significant and unavoidable. 60

Hazards and HazMat

The EIR finds, based on no substantial evidence, that this impact is less than significant. The EIR explains that "potentially hazardous materials…may be used and/or stored on site during the construction and/or occupancy of the proposed industrial facilities." As the tenant of the proposed industrial building is unknown, this impact should be considered potentially significant. Compliance with applicable laws does not necessarily reduce this impact below a level of significance. 61

Hydrology and Water Quality

The project will have a significant impact to water quality which will be mitigated below a level of significance, yet the EIR fails to undertake an evaluation of this impact beyond the cursory review done for the Environmental Assessment. 62

The project will alter the existing drainage onsite. Mitigation Measure Hyd-05 improperly defers mitigation as the EIR fails to provide any reason why the grading plan and/or drainage report cannot be presently prepared but, instead, must be deferred. Deferred mitigation is only permissible where, for practical reasons, it is not feasible to prescribe specific mitigation measures in the EIR. (*Communities for a Better Environment v. City of Richmond* (2010) 184 Cal.App.4th 70, 94.) This caveat is not demonstrated here, and a grading plan and drainage report must be contemporaneously prepared for the EIR. 63

Land Use

The project will conflict with an applicable habitat conservation plan or natural community conservation plan. It is unclear how MM Bio-1 through MM Bio-4 will reduce this impact below a level of significance. The EIR thereby fails as an informational document and impacts to land use should be considered significant and unmitigated. 64

Noise

The EIR arbitrarily creates a threshold for significance for noise of a 3dbA increase, stating that only this level of increase is considered potentially significant and that a 3 dbA change is used as a threshold of significance. This 3dbA change is ***not*** a threshold of significance adopted by the City of Moreno Valley. (Guidelines § 15064.7) Furthermore, the statement that only audible 65

changes in existing ambient or background noise levels are considered potentially significant is unsupported except by further conclusory statements. 65

The EIR also relies on the City's Municipal Code with regards to prohibited acts and noise disturbances. These figures too are not a threshold of significance and are not noise standards adopted by the City. Rather, they represent punishable acts and violations of the law. Exemptions from sound regulations likewise refer to punishable sound violations and not noise standards adopted by the City. 66

The noise standards adopted by the City are described in the General Plan, Section 6.4, which states that acceptable residential exterior noise standards are within 60-65 CNEL, and interior at 45 dbA CNEL. The City's municipal code sets limits for a noise disturbance as well at the limits of Table 4.4.F, at Residential 60 dBA daytime, 55 dBA nighttime; Commercial 65 dBA daytime, 60dBA nighttime. 67

The EIR states that the noise analysis was done using "the soft site propagation for noise" on the basis that the ground is not pavement in the project vicinity. However, the site itself will be paved, in addition to the roads that vehicles will travel to and from the site. Other uses surrounding the site are also paved and include industrial/warehouse uses to the north, industrial/warehouse and undeveloped property to the south, industrial/warehouse and a self-storage facility to the east, and warehouses, vehicle storage, residences, and undeveloped property to the west. While these uses are interspersed with vacant uses, agricultural and undeveloped land in the project vicinity is zoned for development and will be hastened towards that end through the development of this project and surrounding areas. Overall, the use of soft site analysis is unsupported by the EIR, and noise levels are likely to be much higher than those predicted by the EIR. 68

The noise study relies on a standard vehicle mix to determine traffic noise. This is unsupported given the locale and proposed project use as a distribution facility. 69

The EIR find that the project will increase traffic noise at 5 study roadway segments where four of these segments already exceed the level of significance for noise. This must be considered a significant impact as the project will result in an increase in ambient noise and such noise levels are and will be unacceptable at off-site land uses. 70

The project will also cause exposure and generation of noise levels in excess of General Plan and Municipal Code standards for construction and operation noise. The EIR wrongly looks at noise impacts at the nearest residence, where the proper measure is to look at noise generation at the property line. 71

The EIR concludes that loading and unloading will be "intermittent" and therefore less than significant. However, the warehouse will be a distribution warehouse, with trucks coming and 72

going, loading and unloading throughout the day. Accordingly, as noise levels will be 75 dBA at 50 feet, the noise impact is significant. 72

The EIR finds long-term traffic and operational noise impacts to be less than significant. However, the entire discussion in the EIR regarding noise is very conclusory and fails to provide any sources for the figures relied upon. 73

The Construction noise analysis is fatally flawed, as the source for typical construction equipment noise is quite outdated, from 1987. It is impossible that construction noise sources from 1987 have not been altered in 25 years. The EIR fails as an informational document by failing to rely on contemporary studies and data. The noise exposure during construction will be much greater than predicted by the EIR. (*See,* attached "Construction Noise Handbook," Chapters 3, 4, and 9, Federal Highway Administration, August 2006, <http://www.fhwa.dot.gov/environment/noise/construction_noise/handbook/index.cfm>; and" Construction Noise: Exposure, Effects, and the Potential for Remediation; A Review and Analysis," Electronic Library of Construction Occupational Safety and Health, November/December 2002.) Nonetheless, the EIR concludes that noise levels during construction will be up to 91 dBA at 50 feet. 74

The project will have a significant impact from construction noise that is said to be mitigated below a level of significance. However, as discussed above, such mitigation may not be sufficient after analysis based on contemporary studies. Furthermore, the EIR relies on noise occurring between the hours required by the City. This is not mitigation but the law. 75

As it is uncertain that mitigation will reduce project impacts below a level of significance, the following additional mitigation must be required of the project: 76

1. Temporary noise barriers must be installed during project construction.
2. Where technically feasible, utilize only electrical construction equipment
3. During construction, the developer shall require that all contractors turn off all construction equipment and delivery vehicles when not in use and prohibit idling in excess of 3 minutes.
4. Provide a "windows closed" condition requiring a means of mechanical ventilation (e.g. air conditioning) for all buildings.
5. Provide upgraded windows with a minimum Sound Transmission Class (STC) rating of 34 for all buildings, and/or require the installation of double-paned windows.
6. Keep new transportation facilities away from vibration sensitive areas.
7. When dealing with existing transportation facilities, obvious vibration causes, such as pot holes, pavement cracks, differential settlement in bridge approaches or individual pavement slabs, etc., may be eliminated by resurfacing.
8. Require the use of rubberized asphalt for construction of all roadways and parking areas.
9. Maintain quality pavement conditions that are free of bumps, pot holes, pavement cracks, differential settlement in bridge approaches or individual pavement slabs, etc.
10. Require resurfacing of roads.

11. Ban heavy trucks near vibration sensitive uses.
12. Use alternate construction methods and tools to reduce construction vibrations. Examples are predrilling of pile holes, avoiding cracking and seating methods for resurfacing concrete pavements near vibration sensitive areas, using rubber tired as opposed to tracked vehicles, placing haul roads away from vibration sensitive areas. 76
13. Scheduling construction activities (particularly pile driving) for times when it does not interfere with vibration sensitive operations (e.g. night time).

Mitigation Measure 4.9.6.1D does not mitigate for noise impacts during construction hours. 77

Cumulative noise impacts were found to be "No Impact." This conclusion is unsupported. The discussion of cumulative traffic noise impacts is unsupported. 78

Transportation

Traffic counts from the project are low given the project's 264 dock doors, parking for 368 trucks and trailers, and parking for 589 passenger vehicles. 79

The EIR fails to study many intersections that will be impacted by the project, particularly along Harley Knox Boulevard en route to I-215. Also, no freeway connection to the north was evaluated at Cactus, and no evaluation of impacts to the south to the Ramona Expressway was conducted. The EIR fails as an informational document by failing to study impacts to these intersections. The EIR also fails to look at future traffic impacts. 80

The EIR attempts to minimize the project's significant and unmitigated traffic impacts by segregating impacts to existing versus 2013 and local intersections and roadways versus freeway segments. 81

The project will result in significant and unmitigated cumulative traffic impacts, resulting in less 10 intersections and 4 roadway segments operating as below the City's LOS standard. Additionally, 3 freeway segments and ramp merge/diverge areas would operate at unsatisfactory levels of service. Despite these impacts, the project does not require any additional mitigation at these intersections or roadways beyond contribution to the DIF and TUMF. 82

The EIR finds that impacts to intersections and roadway segments within the DIF and TUMF programs will be reduced below a level of significance despite the fact that many of these improvements are not yet funded and will likely not be funded for some time. Mitigation is therefore uncertain and deferred. It appears that the only improvement currently planned is widening of Perris Boulevard, to be completed in May 2013. Nonetheless, the EIR finds that impacts based on Opening year 2013 plus project will be mitigated to less than significant at all significantly impacted roadway segments and intersections other than the I-215 segments and ramps. The fact that an improvement is part of the DIF or TUMF program does not ensure that it will soon be planned or funded, and surely does not ensure that it will be planned, funded, and 83

built by 2013 to reduce impacts to less than significant. 83

In fact, the roadways reliant on TUMF funds are not presently scheduled for improvement nor are the improvements funded. (*See, e.g., 2011 Annual Report, Transportation Uniform Mitigation Fee Program,* Western Riverside Council of Governments, "Five Year Transportation Improvement Program," <http://www.wrcog.cog.ca.us/downloads/AnnualReport_for_web.pdf>, p.39, *See, also,* <http://www.wrcog.cog.ca.us/downloads/2012CentralZoneTIP020612.pdf> [detailing funded expenditures in the Central Zone]) Furthermore, TUMF improvements can take up to 9 years to become a reality from a local jurisdiction developing a project to completion of construction. (*2011 Annual Report, Transportation Uniform Mitigation Fee Program, supra,* p.7) Project prioritization, programming, and allocation of funds may also be a barrier to improvements on the roadways impacted by this project. (*2011 Annual Report, Transportation Uniform Mitigation Fee Program, supra,* p.10) The EIR's conclusion that project transportation impacts on local roadways and intersections is less than significant after mitigation is simply not supported by evidence and the realities of these fair share programs. 84

With regards to DIF funding, the EIR even states that, "As part of its Capital Improvement program, the City determines the timing of necessary roadway improvements based on periodic review of citywide traffic counts, traffic trends, and a review of traffic accidents." The finding of less than significant impact after mitigation at these impacted intersections and roadway segments is therefore unsupported as such reduction to a level below significance may not occur in the short-term, long-term, or ever if these roadways are not given priority. 85

Mitigation requiring direct funding and completion of improvements at impacted roadways and intersections must be required of the project unless demonstrated to be infeasible. As the project currently stands, not all feasible mitigation has been required of this project to reduce traffic related impacts below a level of significance, and mitigation is uncertain and deferred. 86

Consistency with Local and Regional Plans

The EIR finds that the project is consistent with the SCAQMD AQMP, however the EIR previously found that the project failed to meet SCAQMD's requirements with regard to air quality control for mobile sources and construction emissions. 87

Consistency with the Transportation chapter of the 2008 RCP is unsupported. The statement that the proposed project will "limit[] the need for vehicle travel" and therefore satisfy the goal of "A more efficient transportation system that reduces and better manages vehicle activity" is erroneous. As discussed above, the project will have significant and unmitigated traffic impacts, and reliance on the TUMF and DIF programs provides for uncertain mitigation for traffic impacts. 88

Consistency with the Economy Chapter is likewise unsupported by the EIR. The Goal of 89

"diversifying the region's economy" is not satisfied by "add[ing] to the City's portfolio of industrial services." Said another way, the project will add more industrial services to already existing/proposed industrial services, the opposite of diversifying the region's economy. 89

The EIR finds that the project is consistent with the Compass Growth Vision Principles, yet fails to evaluate how the project is consistent with these principles. The evaluation provides is generalized and fails to discuss how the project is, in fact, consistent with principles 1, 2, and 4 re: improving mobility, fostering livability, and promoting sustainability for future generations. The finding of inconsistency is unsupported by the EIR and, again, the EIR fails as an informational document. 90

Segmentation

The project site has already received 80,000 cubic yards of fill of the total 300,000 cubic yards required onsite. The impact from this fill importation was segmented from the project as a whole. Such importation, upon evaluation in the EIR, would likely push the project construction impacts further above several threshold of significance and would likely lead to the exceedance of PM2.5, among perhaps others. 91

Alternatives

Where there is an environmentally superior alternative that significantly decreases the significant impacts of the Project then that alternative must be approved rather than the Project if that alternative is feasible, even if the alternative would impede to some degree the attainment of the project objectives, or would be more costly. [(PRC§ 21002; *Uphold Our Heritage v. Town of Woodside* (2007) 147 Cal.App.4th 587, 597, State CEQA Guidelines § 15126.6(b)]

In this case, both the no project alternative and the reduced intensity alternative would reduce impacts when compared with the project. The reduced intensity alternative would reduce several impacts below a threshold of significance when compared to the proposed project. The reduced intensity alternative would also satisfy most of the project objectives. Accordingly the reduced intensity alternative must be approved over the project. 92

The EIR undermines the reduced intensity alternative by claiming that impacts would be similar; this claim is entirely unsupported by the facts and figures provided in comparison. For instance, with regards to traffic impacts, the EIR finds that impacts to roadways and intersections would be reduces. The EIR then, however, finds that the impact "would be similar." The EIR also finds that the reduced intensity alternative fails to satisfy several project objectives; these findings are likewise unsupported by the evidence. For instance, the EIR states that the reduced intensity alternative fails to meet the objective of clustering industrial warehouses near efficient access points. However, the reduced intensity alternative does not move the project. Nonetheless, the reduced intensity alternative substantially reduces impacts and meets most 93 94 95

project objectives. Accordingly, it must be approved rather than the project. 95

Lastly, the final line of the environmentally superior alternative pertains to an alternative site. There is no discussion of an alternative site with regards to the reduced intensity alternative. The EIR is misleading and fails as an informational document by claiming that the reduced intensity alternative fails to meet objectives related to location because of an alternative site. 96

Conclusion

Thank you for your consideration of these comments and the attached and/or referenced material.

Sincerely,

Raymond W. Johnson
JOHNSON & SEDLACK

Attachments and Electronic Citations

(1) Western Riverside Council of Governments, *2011 Annual Report, Transportation Uniform Mitigation Fee Program,* <http://www.wrcog.cog.ca.us/downloads/AnnualReport_for_web.pdf>

(2) Western Riverside Council of Governments, *Funded Expenditures in the Central Zone,* <http://www.wrcog.cog.ca.us/downloads/2012CentralZoneTIP020612.pdf.>

(3) The Press Enterprise, Jack Katzanek (February 1, 2012) *"Moreno Valley: Sketchers' warehouse has caused net job loss,"* <http://www.pe.com/business/business-headlines/20120201-moreno-valley-skechers-warehouse-has-caused-net-job-loss.ece>

(4) *The Health Effects of Air Pollution on Children*, Michael T. Kleinman, Ph.D, Fall 2000, <http://aqmd.gov/forstudents/health_effects_on_children.html#WhyChildren>

(5) *Diesel and Health in America: the Lingering Threat*, Clean Air Task Force, February 2005, <http://www.catf.us/resources/publications/files/Diesel_Health_in_America.pdf> 97

(6) Annual Meeting of the Brain & Lung Tumor and Air Pollution Foundation, April 2, 2010, <http://www.aqmd.gov/hb/2010/April/100425a.htm>

(7) *Technical Support Document for Cancer Potency Factors: Methodologies for derivation, listing of available values, and adjustments to allow for early life stage exposures*, California EPA OEHHA Air Toxicology and Epidemiology Branch, April 2009, p. 3. <http://www.oehha.ca.gov/air/hot_spots/pdf/TSDCPFApril_09.pdf.>

(8) California Air Pollution Control Officers Association. (January 2008) *CEQA & Climate Change: Evaluating and Addressing Greenhouse Gas Emissions from Projects Subject to the California Environmental Quality Act.*

(9) U.S. Department of Transportation, Federal Highway Administration. (August 2006) *Construction Noise Handbook, Chapters 3, 4, and 9* <http://www.fhwa.dot.gov/environment/noise/construction_noise/handbook/index.cfm>

(10) Electronic Library of Construction Occupational Safety and Health (November/December 2002) *Construction Noise: Exposure, Effects, and the Potential for Remediation; A Review and Analysis.*

(11) U.S. Department of Housing and Urban Development. (March 1985) *The Noise Guidebook.*

(12) Suter, Dr. Alice H., Administrative Conference of the United States. (November 1991) *Noise and Its Effects*. 97

Letter D

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26785 Camino Seco
Temecula, CA 92590
(951) 506-9925
(951) 506-9725 Fax
(951) 775-1912 Cellular

Johnson & Sedlack, an Environmental Law firm representing plaintiff environmental groups in environmental law litigation, primarily CEQA.

City Planning:

Current Planning

- Two years principal planner, Lenexa, Kansas (consulting)
- Two and one half years principal planner, Lee's Summit, Missouri
- One year North Desert Regional Team, San Bernardino County
- Thirty years subdivision design: residential, commercial and industrial
- Thirty years as applicants representative in various jurisdictions in: Missouri, Texas, Florida, Georgia, Illinois, Wisconsin, Kansas and California
- Twelve years as applicants representative in the telecommunications field

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General Plan

- Developed a policy oriented Comprehensive Plan for the City of Lenexa, Kansas.
- Updated Comprehensive Plan for the City of Lee's Summit, Missouri.
- Created innovative zoning ordinance for Lenexa, Kansas.
- Developed Draft Hillside Development Standards, San Bernardino County, CA.
- Developed Draft Grading Standards, San Bernardino County.
- Developed Draft Fiscal Impact Analysis, San Bernardino County

Environmental Analysis

- Two years, Environmental Team, San Bernardino County
  - Review and supervision of preparation of EIR's and joint EIR/EIS's
  - Preparation of Negative Declarations
  - Environmental review of proposed projects
- Eighteen years as an environmental consultant reviewing environmental documentation for plaintiffs in CEQA and NEPA litigation

Representation:

- Represented various clients in litigation primarily in the fields of Environmental and Election law. Clients include:
  - Sierra Club
  - San Bernardino Valley Audubon Society
  - Sea & Sage Audubon Society
  - San Bernardino County Audubon Society
  - Center for Community Action and Environmental Justice
  - Endangered Habitats League
  - Rural Canyons Conservation Fund
  - California Native Plant Society
  - California Oak Foundation
  - Citizens for Responsible Growth in San Marcos
  - Union for a River Greenbelt Environment
  - Citizens to Enforce CEQA
  - Friends of Riverside's Hills
  - De Luz 2000
  - Save Walker Basin
  - Elsinore Murrieta Anza Resource Conservation District

Education:

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- B. A. Economics and Political Science, Kansas State University 1970
- Masters of Community and Regional Planning, Kansas State University, 1974
- Additional graduate studies in Economics at the University of Missouri at Kansas City
- J.D. University of La Verne. 1997 Member, Law Review, Deans List, Class Valedictorian, Member Law Review, Published, Journal of Juvenile Law

Professional Associations:

- Member, American Planning Association
- Member, American Institute of Certified Planners
- Member, Association of Environmental Professionals
- Member, U.S. Green Building Council, LEED GA

Johnson & Sedlack, Attorneys at Law
26785 Camino Seco 12/97- Present
Temecula, CA 92590
(951) 506-9925

Principal in the environmental law firm of Johnson & Sedlack. Primary areas of practice are environmental and election law. Have provided representation to the Sierra Club, Audubon Society, AT&T Wireless, Endangered Habitats League, Center for Community Action and Environmental Justice, California Native Plant Society and numerous local environmental groups. Primary practice is writ of mandate under the California Environmental Quality Act.

Planning-Environmental Solutions
26785 Camino Seco 8/94- Present
Temecula, CA 92590
(909) 506-9825

Served as applicant's representative for planning issues to the telecommunications industry. Secured government entitlements for cell sites. Provided applicant's representative services to private developers of residential projects. Provided design services for private residential development projects. Provided project management of all technical consultants on private developments including traffic, geotechnical, survey, engineering, environmental, hydrogeological, hydrologic, landscape architectural, golf course design and fire consultants. 97

San Bernardino County Planning Department
Environmental Team 6/91-8/94
385 N. Arrowhead
San Bernardino, CA 92415
(909) 387-4099

Responsible for coordination of production of EIR's and joint EIR/EIS's for numerous projects in the county. Prepared environmental documents for numerous projects within the county. Prepared environmental determinations and environmental review for projects within the county.

San Bernardino County Planning Department
General Plan Team 6/91-6/92
385 N. Arrowhead
San Bernardino, CA 92415
(909) 387-4099

Created draft grading ordinance, hillside development standards, water efficient landscaping ordinance, multi-family development standards, revised planned development section and fiscal impact analysis. Completed land use plans and general plan amendment for approximately 250 square miles. Prepared proposal for specific plan for the Oak Hills community.

San Bernardino County Planning Department
North Desert Regional Planning Team
15505 Civic 6/90-6/91
Victorville, CA
(619) 243-8245

Worked on regional team. Reviewed general plan amendments, tentative tracts, parcel maps and conditional use permits. Prepared CEQA documents for projects.

Broadmoor Associates/Johnson Consulting
229 NW Blue Parkway
Lee's Summit, MO 64063
(816) 525-6640 2/86-6/90

Sold and leased commercial and industrial properties. Designed and developed an executive office park and an industrial park in Lee's Summit, Mo. Designed two additional industrial parks and residential subdivisions. Prepared study to determine target industries for the industrial parks. Prepared applications for tax increment financing district and grants under Economic Development Action Grant program. Prepared input/output analysis of proposed race track Provided conceptual design of 800 acre mixed use development.

Shepherd Realty Co. 97
Lee's Summit, MO 6/84-2-86

Sold and leased commercial and industrial properties. Performed investment analysis on properties. Provided planning consulting in subdivision design and rezoning.

Contemporary Concepts Inc.
Lee's Summit, MO 9/78-5/84
Owner

Designed and developed residential subdivision in Lee's Summit, Mo. Supervised all construction trades involved in the development process and the building of homes.

Environmental Design Association
Lee's Summit, Mo.
Project Coordinator 6/77-9/78

Was responsible for site design and preliminary building design for retirement villages in Missouri, Texas and Florida. Was responsible for preparing feasibility studies of possible conversion projects. Was in charge of working with local governments on zoning issues and any problems that might arise with projects. Coordinated work of local architects on projects. Worked with marketing staff regarding design changes needed or contemplated.

City of Lee's Summit, MO
220 SW Main
Lee's Summit, MO 64063
Community Development Director 4/75-6/77

Supervised Community Development Dept. staff. Responsible for preparation of departmental budget and C.D.B.G. budget. Administered Community Development Block Grant program. Developed initial Downtown redevelopment plan with funding from block grant funds. Served as a member of the Lee's Summit Economic Development Committee and provided staff support to them. Prepared study of available industrial sites within the City of Lee's Summit. In charge of all planning and zoning matters for the city including comprehensive plan.

Howard Needles Tammen & Bergendoff
9200 Ward Parkway
Kansas City, MO 64114
(816) 333-4800 5/73-4/75
Economist/Planner

Responsible for conducting economic and planning studies for Public and private sector clients. Consulting City Planner for Lenexa, KS.

Conducted environmental impact study on maintaining varying channel depth of the Columbia River including an input/output analysis. Environmental impact studies of dredging the Mississippi River. Worked on the Johnson County Industrial Airport industrial park master plan including a study on the demand for industrial land and the development of target industries based upon location analysis. Worked on various airport master plans. Developed policy oriented comprehensive plan for the City of Lenexa, KS. Developed innovative zoning ordinance heavily dependent upon performance standards for the City of Lenexa, KS.

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2.10 RESPONSE TO LETTER D

Johnson & Sedlack

Response to Comment D-1. The commentor has accurately summarized the general aspects of the proposed project. No further response is necessary.

Response to Comment D-2. The City agrees that the major tenent of CEQA is that it is a disclosure process; therefore, your letter along with all the other comments and responses will be forwarded to the City decision makers for their consideration in the review of the EIR. No further response is necessary.

Response to Comment D-3. The commentor's opinions on the quality of the environmental assessment that was done will be forwarded to the decision-makers for their consideration. The City disagrees with the commentor's generalized assertions regarding the adequacy of the VIP Moreno Valley Draft EIR. The comment that the conclusions in the EIR are not based in fact is erroneous. The Draft EIR is based on the findings of technical studies that were prepared for the project that were included in their entirety in the appendices to the Draft EIR. Those studies are:

- General Habitat Assessment, 71± Site (APNs: 316-210-071, -073, -075, -076), Moreno Valley, Riverside County California, Ecological Sciences, Inc., August 1, 2010.
- Jurisdictional Survey and MSHCP Riparian/Riverine/Vernal Pools Evaluation, 71± Site (APNs: 316-210-071, -073, -075, -076), Moreno Valley, Riverside County California, Ecological Sciences, Inc., November 1, 2009.
- Focused Surveys for Selected Criteria Area and Narrow Endemic Plant Species, 71± Site (APNs: 316-210-071, -073, -075, -076), Moreno Valley, Riverside County California, Ecological Sciences, Inc., November 9, 2009.
- Focused Western Burrowing Owl Survey, 71± Site (APNs: 316-210-071, -073, -075, -076), Moreno Valley, Riverside County California, Ecological Sciences, Inc., November 11, 2009.
- Phase I Cultural Resources Assessment and Paleontological Records Review Perris Boulevard Project, Moreno Valley, Riverside County, California, Michael Brandman Associates, March 22, 2007.
- Geotechnical Engineering Investigation Proposed Industrial Development Southwest Corner of Perris Boulevard and Grove View Road Moreno Valley, California, NorCal Engineering, March 7, 2007.
- Phase I Environmental for the Evaluation of Potentially Hazardous Materials, Centec Engineering, February 23, 2007.
- Preliminary Hydrology Report and Hydraulic Analysis for PA09-004, VIP Moreno Valley, SWC Perris Boulevard and Grove View Road, Robert A. Bebensee, R.C.E., March 27, 2009.
- Preliminary Water Quality Management Plan, for PA09-0004 VIP Moreno Valley, SWC Perris Boulevard and Grove View Road, Robert A. Bebensee, R.C.E., July 24, 2009.
- Water Supply Assessment for City of Moreno Valley Plot Plan Application PA09-004, Eastern Municipal Water District, January 20, 2010.
- LESA Modeling Worksheets, LSA Associates, Inc., August 2011.
- Air Quality Analysis VIP Moreno Valley, LSA Associates, Inc., March 2012.
- Health Risk Assessment VIP Moreno Valley, LSA Associates, Inc., March 2012.

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- Greenhouse Gas Emissions and Global Climate Change Study, LSA Associates, Inc., December 2011.
- Noise Impact Analysis VIP Moreno Valley, LSA Associates, Inc., March 2012.
- Traffic Study VIP Moreno Valley, LSA Associates, Inc., April 9, 2012.

The Initial Study that was prepared for the proposed project determined that impacts on biological resources, cultural resources, geology, and hydrology and water quality would be less than significant with the implementation of mitigation not potentially significant requiring further analysis in an EIR. Those specific mitigation measures are identified in the Initial Study, Section 2.0 of the EIR and are also included in the Mitigation Monitoring and Reporting Plan (MMRP) attached to the Final EIR. The City formally initiated the environmental process with circulation of an NOP along with the Initial Study , which it sent to responsible agencies and interested individuals for a 30-day review period from August 26 to September 26, 2011. At the close of the public review period, the City had received 12 letters on the NOP. The NOP disclosed that an EIR would be prepared and the issues that would be addressed are agricultural and forest resources, air quality, greenhouse gases and global climate change, noise and transportation. None of the responses to the NOP asked that biological resources, cultural resources, geology, and hydrology and water quality be evaluated in the EIR. As a result the City is not concealing information from the public on the significance of impacts.

Response to Comment D-4. The City respectfully disagrees with the commentor's opinion that the findings in the EIR are not supported by substantial evidence. (also refer to Response to Comment D-3).

Response to Comment D-5. As appropriate, a portion of the mitigation measures suggested by the commentor (refer to Response to Comment D-45) have been incorporated in the Final EIR to further reduce impacts but these mitigation measures do not change the conclusions or analysis in the Draft EIR. All mitigation measures that are in the Draft EIR and mitigation added as a result of responses to D-45, D-34 and E-51 through D– 53 have been included in the MMRP (Section 4.0 of the Final EIR) to ensure that they are being implemented.

Response to Comment D-6. It is the commentor's opinion that the mitigation measures in the EIR are vague, uncertain, and unenforceable and are not based in fact nor does the commentor provide any examples. As detailed in the following responses, appropriate and enforceable mitigation of the project's significant individual and cumulative impacts have been identified in the Draft EIR.

Response to Comment D-7. It is not clear as to what the commentor is referring to in stating "several "alternatives" listed in the EIR will not satisfy the actual mitigation required, while other mitigation measures merely require the incorporation of writings, not actions."

The alternatives (Section 6.0 of the Draft EIR) are in compliance with *CEQA Guidelines* Section 15126.6(a), where the Draft EIR describes "a range of reasonable alternatives to the project, or to the location of the project which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project." The EIR need not consider every conceivable alternative; rather it must consider a reasonable range of potentially feasible alternatives to the project, or to the location of the project, which would avoid or substantially lessen significant effects of the project, even if "these alternatives would impede to some degree the attainment of the project objectives, or would be more costly" (*CEQA Guidelines* Section 15126.6(b)). The discussion of project alternatives must "include sufficient information about each alternative to allow meaningful evaluation, analysis, and comparison with the proposed project." The alternatives are to "substantially lessen the significant effects of the project", not to satisfy the actual mitigation required.

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It is not clear by what the commentor means as to the mitigation measures "merely require incorporation of writings" and no examples were provided by the commentor to clarify the meaning of the statement.

Response to Comment D-8. The commentor inaccurately suggests that the project should be required to obtain a LEED gold or platinum rating as a form of mitigation of significant impacts associated with air pollution and greenhouse gas emissions impacts. The process of obtaining a LEED rating of any level (LEED ratings levels are Certified, Silver, Gold, and Platinum, with Platinum being the highest) is not mitigation. However, the specific green building features that are part of the LEED rating equation can reduce air pollution and greenhouse gas emissions impacts by minimizing and reducing the quantity of emissions. Mitigation Measure 4.2.6.3.A in the Draft EIR prescribes a performance standard requiring a 20% improvement in energy efficiency (over and above the 2008 CBC) for the building and lists suggested measures that can be included in the building's design to obtain this improvement in energy efficiency. As stated in Mitigation Measure 4.2.6.3.A (Draft EIR page 4.2-26): *"Any combination of design features, including but not limited to the following list, may be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent:"* With implementation of this measure, the building will meet the 20% performance standard which will render greenhouse gas emissions impacts to a less than significant level on a project-specific basis.

Regarding air quality impacts, many of the suggested mitigation measures have been added in the Final EIR, are incorporated in the Draft EIR already, or were determined to be infeasible. For a list of those mitigation measures please refer to the Tables contained in Response to Comments D-34 regarding construction mitigation measures and D-45 regarding operational mitigation measures.

For clarification purposes, the Level of Significance After Mitigation conclusion regarding the project-specific impact associated with climate change and greenhouse gas emissions that appears on page 4.3-26 has been modified as shown below and as indicated in Section 3.0 Errata in the Final EIR:

Draft EIR, Section 4.3.6.1 Greenhouse Gas Emissions, Page 4.3-26

> **Level of Significance After Mitigation.** The mitigation measures identified above would contribute to a reduction in GHG emissions from energy, mobile, and water usage sources. With implementation of the identified mitigation measures, the proposed project's GHG emissions are reduced. As described above, project-related GHG emissions are not confined to a particular air basin but are dispersed worldwide. Consequently, it is speculative to determine how project-related GHG emissions would contribute to global climate change and how global climate change may impact the State. Therefore, project-related GHG emissions are not project-specific impacts to global warming but are instead the project's contribution to this cumulative impact. As stated previously, project-related GHG emissions and their contribution to global climate change impacts in the State are less than significant ~~and less than cumulatively considerable~~ on a project specific basis because: (1) the project's impacts alone would not cause or significantly contribute to global climate change, and (2) the project has no substantial effect on consumption of fuels or other energy resources, especially fossil fuels that contribute to GHG emissions when consumed. However, project-related GHG emissions and their contribution to global climate change impacts are considered to be cumulatively considerable.

Response to Comment D-9. Please see Response to Comment D-8. In addition, a portion of the air quality mitigation measures suggested by the commentor have been incorporated to further reduce air quality and impacts. Please refer to the Table contained in Response to Comment D-45. However, these mitigation measures do not change the conclusions or analysis in the Draft EIR.

Response to Comment D-10. The commentor incorrectly asserts that the project's traffic impacts are not fully mitigated through contribution to TUMF and DIF. As elaborated in Responses to Comments D-82 through D-85, the project's payment of these fees will result in full and complete mitigation.

Response to Comment D-11. The commentor incorrectly asserts that the environmentally superior alternative meets most project objectives and must be approved instead of the proposed project. Although the environmentally superior alternative (reduced density) will result in reduced air pollution and GHG emissions, impacts associated with these issues would remain significant and unavoidable for air quality, greenhouse gas emissions, and traffic in the same manner as the proposed project (see Draft EIR Section 6.4 Comparison of Project Alternatives, Table 6.K, page 6-31). Also refer to Responses to Comments D-92 through D-95 for further elaboration on this subject.

Response to Comment D-12. While the Draft EIR does acknowledge that "*Development of the project site would introduce a new source of light and glare into the area in the form of street lighting, parking lot lighting, and security lighting for the buildings*" the Draft EIR does not state that the project would result in the introduction of a substantial new source of light as asserted by the commentor. The Draft EIR includes an analysis of potential light and glare impacts that may occur as a result of project implementation.

As noted in the Draft EIR, "*project-related lighting impacts were determined to be less than significant because all development in the City, which includes light generated from warehouse buildings and parking lots, is required to adhere to lighting requirements contained in the City's Municipal Code (Section 9.08.100 Lighting), which states that any outdoor lighting associated with nonresidential uses shall be shielded and directed away from the surrounding residential uses. Such lighting shall not exceed one-half foot-candle at all property lines and shall not blink, flash, oscillate, or be of unusually high intensity or brightness. Lighting in parking areas and drive aisles must be at least 1.0 foot-candle and cannot exceed a maximum of 8 foot-candles. Adherence to the City's Zoning Code would ensure that any building or parking lighting would not significantly impact adjacent uses. Therefore, impacts associated with this issue are less than significant and no mitigation is required.*"

Response to Comment D-13. The commentor misidentifies the existing farmland designations on-site. As detailed in the Draft EIR (Section 4.1 Agriculture and Forestry Resources, page 4.1-5), "*Approximately 16.89 acres (23%) of the project site is designated as Prime Farmland,*[1] *16.23 acres (23%), is designated Farmland of Statewide Importance, and 38.69 acres (54%) is designed Farmland of Local Importance.*" No Unique Farmland exists on-site. Additionally, the Draft EIR accurately identifies that the project would result in the significant and unavoidable conversion of farmland to a non-agricultural use (Draft EIR Section 4.1.6.1 Conversion of State Designated Farmland, page 4.1-14).

Response to Comment D-14. The comment is noted. As described in Section 4.1.6.1 Conversion of State Designated Farmland, page 4.1-10 of the Draft EIR, "*The conversion of the 16.89 acres of on-site Prime Farmland would be equivalent to 0.03 percent of the total loss of Prime Farmland in the County during this period. Similarly, the conversion of the 16.23 acres of on-site Farmland of Statewide Importance would be equivalent to 0.07 percent of the total loss of Farmland of Statewide Importance in the County during this period. The conversion of the 38.69 acres of on-site Farmland of Local Importance would be equivalent to 1.89 percent of the total loss of Farmland of Local Importance in the County during this period.*" This level of conversion expressed in percentages that would occur with project implementation over the course of a two-year reporting period for the County

[1] Important Farmland Map Riverside County, Farmland Mapping and Monitoring Program, 2004.

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does not represent a substantial conversion of farmland within the County. Furthermore, the Draft EIR accurately identifies that the project would result in the significant and unavoidable conversion of on-site farmland to a non-agricultural use (Draft EIR, Section 4.1.6.1 Conversion of State Designated Farmland, page 4.1-14).

Response to Comment D-15. There are no agricultural land uses designated or zoned adjacent to the proposed project site. As described in the Draft EIR (Section 4.1 Agriculture and Forestry Resources, page 4.1-1), "*Developed properties in the vicinity include a waste transfer station and an industrial/warehouse to the north; industrial/warehouse and undeveloped property to the south; industrial/warehouses and a self-storage facility to the east; and warehouses, vehicle storage, residences, and undeveloped property to the west. Active agricultural operations (alfalfa) take place on properties located to the southwest of the project site, west of Indian Street and south of Harley Knox Boulevard*". The active agricultural uses identified in the Draft EIR are approximately 1,000 feet away.

The Draft EIR does not play down the effect of on-site development on adjacent agricultural uses or on properties along truck routes or citywide. As identified in the Draft EIR (Section, 4.1.6.1 Conversion of State Designated Farmland, page 4.1-12), "*the City has specifically recognized that the conversion of agricultural land under its jurisdiction is an eventual and expected outcome of current and future growth. The current General Plan does not include any agricultural designations. The City allows agricultural uses in all land use designations as an interim use until such time as the land is developed per the vision identified in the General Plan. One of the goals stated in the City's recent General Plan is the '…orderly conversion of agricultural lands.' The proposed project is a continued extension of development in the surrounding area (industrial/business park). The proposed project does not interfere with the ability of other adjacent properties to be used for agricultural production should the property owner wish to do so, nor does it create any gaps of vacant or agricultural land between the proposed project and the existing adjacent development.*" As described in the Draft EIR, the City's General Plan and General Plan EIR have considered and evaluated the eventual and expected conversion of agricultural activity within the City. The City has already anticipated the eventual conversion of all agricultural activity within the City.

Furthermore, to predict potential impacts of the conversion of active agricultural operations that are occurring citywide as a result of the implementation of the proposed project is speculative and outside the scope of the Draft EIR and CEQA. Agricultural activity within the City is an interim use until such time a development proposal is submitted for a particular project, which cannot be predicted.

Response to Comment D-16. The potential mitigation measures identified in this comment are not considered to be feasible by the City of Moreno Valley as determined in the City's General Plan EIR. As identified in the Draft EIR (Section 4.1.6.1 Conversion of State Designated Farmland, page 4.1-13), "*Williamson Act contracts are entered into voluntarily by property owners and the City cannot force owners to participate in this program. The City does have the ability to encourage property owners to participate in Williamson Act programs; however, this is expected to result only in temporary preservation of agricultural land since property owners have the option of non-renewal of these contracts at any time after the ten-year contract period ends. The land would then be available to be developed with urban uses.*

Providing protection for ongoing agricultural activities from new developments, such as requiring buffers between agricultural operation and new development or requiring the notification and disclosure of agricultural activities to the purchasers adjacent properties will not permanently protect agricultural land.

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The purchase or transfer of development rights, purchase of conservation easements, or donation of funds to assist in the conservation of agricultural land would need to be implemented to ensure the preservation of agricultural land. As stated previously, the City anticipates the conversion of agricultural land within the City and does not set aside land for permanent preservation. The City expects that the majority of the land within the City will be converted to urban uses, although some agriculture will continue as interim uses, as allowed by the City's Development Code for all zoning categories. Moreno Valley has determined that these measures are economically infeasible based on the higher costs associated with land, water and labor, increased environmental regulation, and competition from neighboring regions where agricultural operations are less costly; thus, resulting in an inability to make farming profitable. Furthermore, these measures are contrary to the City's vision (as stated in its General Plan) for the project site; therefore, they are not feasible and alternative mitigation has not been identified."

The Table below contains the suggested mitigation measures by the commentor. The responses determine whether the Draft EIR contains the mitigation measure, if the mitigation will be added mitigation as part of the Final EIR, or if it will not be included and why.

Suggested Mitigation Measure	Response
1. The purchase of agricultural conservation easements;	**Economically infeasible.** Based on the higher costs associated with land, water and labor, increased environmental regulation, and competition from neighboring regions where agricultural operations are less costly; thus, resulting in an inability to make farming profitable. The site has been planned for industrial uses since 1987, the City has recognized that the conversion of agricultural land under its jurisdiction is an eventual and expected outcome of current and future growth and the current General Plan does not include any agricultural designations; therefore mitigation for the loss of is not required. An easement does not compensate for the impact by replacing or providing substitute resources or environments (i.e., the easement would not create any new farmland where no farmland presently exists). See Fourth District Court of Appeal, *Cherry Valley Pass Acres and Neighbors v. City of Beaumont* (2010) 190 Cal.App.4th 316 (*Cherry Valley*)
2. Transfer of development rights;	**Economically infeasible.** Based on the higher costs associated with land, water and labor, increased environmental regulation, and competition from neighboring regions where agricultural operations are less costly; thus, resulting in an inability to make farming profitable.
3. Acquisition of farmland by the city or county;	**Economically infeasible**. Based on the higher costs associated with land, water and labor, increased environmental regulation, and competition from neighboring regions where agricultural operations are less costly; thus, resulting in an inability to make farming profitable No mechanism for the mitigation of impacts to State-designated Farmland and/or existing agricultural operations has been enacted by either the City of Moreno Valley or the County of Riverside. Rather, the City has specifically recognized that the conversion of agricultural land under its jurisdiction is an eventual and expected outcome of current and future growth. The current General Plan does not include any agricultural designations.
4. Mitigation banking;	**Economically infeasible**. Neither the City of Moreno Valley or the County have a mechanism in place for mitigation banking. The site has been planned for industrial uses since 1987, the City has recognized that the conversion of agricultural land under its jurisdiction is an eventual and expected outcome of current and future growth and the current General Plan does not include any agricultural designations; therefore mitigation for the loss of is not required. In addition, there is not any agricultural zoned land in the City for the City or County to purchase.

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Suggested Mitigation Measure	Response
5. The establishment of "urban limits," greenbelts, and buffers;	**Not sufficient.** Will not result in permanent protection of agricultural lands. There is no mechanism for the mitigation of impacts to State-designated Farmland and/or existing agricultural operations has been enacted by either the City of Moreno Valley or the County of Riverside. Rather, the City has specifically recognized that the conversion of agricultural land under its jurisdiction is an eventual and expected outcome of current and future growth. The current General Plan does not include any agricultural designations.
6. The payment of in-lieu fees sufficient to a purchase and maintain farmland conservation easements;	**Economically infeasible**. Based on the higher costs associated with land, water and labor, increased environmental regulation, and competition from neighboring regions where agricultural operations are less costly; thus, resulting in an inability to make farming profitable. An easement does not compensate for the impact by replacing or providing substitute resources or environments (i.e., the easement would not create any new farmland where no farmland presently exists). See (Fourth District Court of Appeal, *Cherry Valley Pass Acres and Neighbors v. City of Beaumont* (2010) 190 Cal.App.4th 316 (*Cherry Valley*) In addition, there is not any agricultural zoned land in the City for the City or County to purchase and there is no existing fee program for farm land in the City.
7. Planning tools such as clustering development, use of density bonuses, and limiting "leapfrog" development.	**Economically infeasible.** Based on the higher costs associated with land, water and labor, increased environmental regulation, and competition from neighboring regions where agricultural operations are less costly; thus, resulting in an inability to make farming profitable. In addition the project is an industrial project which the site is planned for in the City's General Plan since 1987. In addition, this is not a residential project. The proposed mitigation is not applicable. The project won't promote "leapfrog" development since the area surrounding the project site is developed.

Response to Comment D-17. Please refer to Response to Comment D-16.

Response to Comment D-18. This comment is noted. The commentor has correctly identified potential air quality impacts of the proposed project. The Draft EIR also identifies the same significant and unavoidable air quality impacts as occurring during construction and operation of the project (Draft EIR Section 4.2 Air Quality, pages 4.3-23, 4.2-25 and 4.3-28 through 4.3-29).

Response to Comment D-19. The Draft EIR Section 4.2 Air Quality includes a discussion of the applicable SCAQMD regional rules that are required of all development within the South Coast Air Basin as well as project-specific mitigation measures. The Draft EIR distinguishes between measures that are required by rules enforced by the SCAQMD and proposed mitigation measures identified to reduce potential impacts. The Draft EIR then presents data reflecting the anticipated reduction of emissions achieved as a result of both rules enforced by the SCAQMD and project-specific mitigation measures. The Draft EIR includes text on page 4.2-21 stating, "*To facilitate monitoring and compliance, applicable SCAQMD regulatory requirements are restated in the following mitigation. These measures shall be incorporated in all project plans, specifications, and contract documents.*" No further discussion is required.

Response to Comment D-20. This comment is noted. The commentor has correctly identified existing ambient air quality conditions in the project vicinity and the location of the nearest sensitive receptors. The Draft EIR Section 4.2 Air Quality, Table 4.2.D page 4.2-5 and page 4.2-6 (Section 4.2.1.5 Sensitive Land Uses in the Project Vicinity) also identifies the same ambient air quality conditions and locations of the nearest sensitive receptors.

Response to Comment D-21. The Draft EIR Section 4.2.3.4 Local Policies, page 4.2-9, includes a discussion of the City's General Plan and the policies relevant to air quality. The goals, objectives, and policies cited by the commentor are in portions of the General Plan that deal with public safety and energy conservation, but are included here to address the comment:

Ultimate Goal VII: Emphasizes public health and safety, including, but not limited to, police, fire, emergency and animal services and protection from floods and other hazards.

> *Response:* Section 2.5.10 of the Draft EIR addressed public health and safety relative to the cited public services, and Section 2.5.12 of the Draft EIR addressed utilities including energy use (i.e., the wise use of energy is considered energy conservation). The Draft EIR evaluated these issues and determined that the proposed project would not have significant impacts related to public health and safety (public services) and energy use/conservation with implementation of the project as proposed with the recommended mitigation. Therefore, the proposed project is consistent with this goal.

Goal 6.1: To achieve acceptable levels of protection from natural and man-made hazards to life, health, and property.

> *Response:* Section 4.2 of the Draft EIR addresses health impacts related to air quality (i.e., health risk assessment), Section 2.5.5 of the Draft EIR addresses hazards and hazardous materials, Section 2.5.4 of the Draft EIR addresses geotechnical hazards, and Section 2.5.6 addresses water-related hazards. The EIR concluded that these impacts would be less than significant based on the design of the project and implementation of recommended mitigation measures except for specific daily thresholds for construction and operational air pollutants.
>
> NOTE: The project's consistency with Objective 7.5 and Policies 7.5.1, 7.5.2, and 7.5.5 regarding energy efficiency is included in Chapter 4.3 Climate Change and Greenhouse Gases, which begins on Draft EIR page 4.3-1. However, the following information is provided for the reader's convenience.

OBJECTIVE 7.5: ENCOURAGE EFFICIENT USE OF ENERGY RESOURCES.

> *Response:* Section 2.5.12 of the Draft EIR examines the project's use of energy resources such as electricity and natural gas and concludes that the potential impacts will be less than significant after compliance with the State's new "Green Building Code" (Title 24) including strict energy conservation requirements. In addition, Mitigation Measure 4.2.6.3A (under Air Quality) also addresses energy conservation.

Policy 7.5.1: Encourage building, site design, and landscaping techniques that provide passive heating and cooling to reduce energy demand.

> *Response:* Sections 2.5.12 (Utilities) and 4.2 (Air Quality) of the Draft EIR addresses the design of the project relative to wise energy use (i.e., energy conservation) and determined that impacts in this regard would be less than significant with implementation of the state Green Building Code as well as implementation of Mitigation Measures 4.2.6.3A.

Policy 7.5.2: Encourage energy efficient modes of transportation and fixed facilities, including transit, bicycle, equestrian, and pedestrian transportation. Emphasize fuel efficiency in the acquisition and use of City-owned vehicles.

> *Response:* The proposed project does implement the recommended improvements related to private development in this policy (i.e., bicycle racks, pedestrian access).

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Policy 7.5.5: Encourage the use of solar power and other renewable energy systems.

Response: The proposed project does not have a specific end user at this point, but the building design will allow for future installation of solar photovoltaic and solar hot water heating for the office area.

Summary. As stated in section 15002 of the CEQA Guidelines, the basic purposes of CEQA are to 1) Inform governmental decision makers and the public about the potential, significant environmental effects of proposed activities; 2) Identify ways that environmental damage can be avoided or significant reduced; 3) Prevent significant, avoidable damage to the environment by requiring changes in projects through the use of alternative or mitigation measures when the governmental agency find the changes to be feasible; and 4) Disclose to the public the reasons why a governmental agency approved the project in the manner the agency chose if significant environmental effects are involved. While the suggested goals are not cited in the Draft EIR for reasons stated previously, this Draft EIR meets the basic purposes of CEQA and adequately discloses potential project-related effects to human health and the environment within Sections 4.2 Air Quality (beginning on page 4.2-1), 4.3 Climate Change and Greenhouse Gases (beginning on page 4.3-1), 4.4 Noise (beginning on page 4.4-1), and 4.5 Transportation (beginning on page 4.5-1).
Based on project design, compliance with existing regulations and implementation of the recommended mitigation measures protects public health and safety and achieves responsible energy conservation to the extent required by the lead agency under CEQA. Therefore, the proposed project is consistent with these General Plan goals, objectives, and policies.

Response to Comment D-22. Since there is no specific end user identified at this time, it is not known if employees will be relocated from another facility. It should be noted that even relocation of an existing use from elsewhere in the region still benefits the local economy. The relocation of employees may have an indirect employment impact in other jurisdictions but an overall neutral effect on the region (likely the jobs would still stay within the region). It is speculative to predict such employment changes since the end user is not known at this time. The cited online article makes no assertion that vehicle miles travelled (VMT) were increased due to an employee transfer and the commentor provides no evidence that this was the case in that example. The context of the analysis the commentor is commenting on relates to the project's consistency with the Air Quality Management Plan (AQMP) and how the project may accommodate the expected increase in population and employment in the City. The project is consistent with existing General Plan and Zoning designations and therefore it is reasonable to assume that given the proximity of existing homes and existing commercial uses in the area coupled with the City's existing low jobs-to-housing ratio (i.e., below the existing SCAG jobs-to-housing ratio), the project has the potential to minimize the VMT within the community.

Response to Comment D-23. The Draft EIR does not find that the project will minimize VMT compared to a "typical" large industrial/warehouse type project. However, this project provides the opportunity for a reduction in employee-related VMT because the proposed project will create jobs and provide the opportunity for City of Moreno Valley residents to find employment close to their homes. Because of the high unemployment levels in the City of Moreno Valley, this potential is real. However, the commute travel reduction is virtually impossible to calculate. Nonetheless, the project will create the potential for reduction in commuting distances for employees that reside in the City or in other municipalities near the project site.

Response to Comment D-24. The conclusion referenced in this comment is based on the previous assessment of localized operational impacts to sensitive receptors (Section 4.2.5.4). Because the project would not result in any exceedances of localized operational emissions thresholds,

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operational acute health risk impacts are expected to be less than significant. Additional language has been added to Section 4.2.5.5 of the Section 3.0 Errata Final EIR to refer the reader back to the previous Section 4.2.5.4 to clarify this point.

Draft EIR Section 4.2.5.5, Operational-Acute Health Risk Impacts Page 4.2-18

4.2.5.5 Operational-Acute Health Risk Impacts

Threshold Would the proposed project expose sensitive receptors to substantial pollutant concentrations?

Exposure to diesel exhaust can have immediate health effects, such as irritation of the eyes, nose, throat, and lungs, and it can cause coughs, headaches, light headedness, and nausea. In studies with human volunteers, diesel exhaust particles made people with allergies more susceptible to the materials to which they are allergic, such as dust and pollen. Exposure to diesel exhaust also causes inflammation in the lungs, which may aggravate chronic respiratory symptoms and increase the frequency or intensity of asthma attacks. However, according to the rulemaking on *Identifying Particulate Emissions from Diesel-Fueled Engines as a Toxic Air Contaminant* (ARB 1998), the available data from studies of humans exposed to diesel exhaust are not sufficient for deriving an acute non-cancer health risk guidance value. While the lung is a major target organ for diesel exhaust, studies of the gross respiratory effects of diesel exhaust in exposed workers have not provided sufficient exposure information to establish a short-term non-cancer health risk guidance value for respiratory effects. As previously identified in Section 4.2.5.4, none of the criteria pollutant emissions would exceed localized thresholds during the operation of the proposed project. Therefore, the proposed project would not have a significant impact on localized operational pollutant levels and no mitigation measures would be required. Similarly ~~Therefore~~, the potential for short-term acute exposure from diesel exhaust are considered to be less than significant and no mitigation is required.

Response to Comment D-25. The HRA analysis provided in the Draft EIR Section 4.2.5.5 Operational-Acute Health Risk Impacts, page 4.2-18, evaluated the health risk levels at all locations within the area covered by the receptor grid which covers the area surrounding the project and extends out to beyond where the project contribution to ambient air quality is measurable. As stated in the technical Health Risk Analysis (HRA) prepared for the project: Receptors were placed at a grid approximately five by five miles to characterize the regional risk levels and at locations of all identified sensitive receptors" (see page 12 of the HRA contained in Appendix D-2 of the Draft EIR). Within the accuracy of the air dispersion model, using a grid of receptors to allow the display of area-wide distributions and wind effects is a much better indication of predicted pollutant concentrations than only placing a single receptor at a location of interest. This is in accordance with SCAQMD HRA methodology. Furthermore, the HRA considers a worst-case scenario (i.e., health risks at the nearest receptors); therefore, it can be expected that health risks at locations further away would be less than that at the nearest receptors.

Response to Comment D-26. This comment is noted. The HRA analysis provided in the Draft EIR Section 4.2.5.5 Operational-Acute Health Risk Impacts and Section 4.2.5.6 Operational-Chronic Health Risk Impacts, page 4.2-18 includes all health risks for which there are accepted analysis methods. The health effects described in the comment do not have methodologies to support inclusion.

Response to Comment D-27. This commentor is stating the facts on diesel emissions provided by the SCAQMD and is noted. No response is required.

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Response to Comment D-28. This comment is a statement of fact and is noted. No response is required.

Response to Comment D-29. The HRA analysis provided in the Draft EIR, Section 4.2.5.6 Operational-Chronic Health Risk Impacts, page 4.2-18 accounted for the health risks to all the populations affected by the predicted emissions from the project operations including children. In addition the Draft EIR, Section 4.2.1.5 Sensitive Land Uses in the Project Vicinity, page 4.2-6 identifies those sensitive receptors in the area of the proposed project that are sensitive to air pollutants, which includes residences, schools, medical offices, convalescent facilities, and similar uses. The susceptibility of various portions of the population, including infants and children as well as older people are all considered and analyzed, which includes diesel emissions, in both the air quality and HRA sections of the Draft EIR (Sections 4.2 and 4.3, respectively).

Response to Comment D-30. This comment is a statement of fact and is noted. The City of Moreno Valley General Plan is the governing body for the proposed project not the Riverside County General Plan. Consistency of the project with the Riverside General Plan is not required.

Response to Comment D-31. This comment is a statement of fact and is noted. The commentor does not provide a reference for the statement and there is confusion as to how the bullet item relates to the analysis in the Draft EIR. No response is required.

Response to Comment D-32. This comment is a statement of fact and is noted. The commentor does not provide a reference for the statement and there is confusion as to how the bullet item relates to the analysis in the Draft EIR. The proposed project and the respective HRA prepared for the project and summarized in the Draft EIR, complies with the City of Moreno Valley General Plan policies. The City of Moreno Valley General Plan is the governing body for the proposed project not the Riverside County General Plan. Consistency of the project with the Riverside County General Plan is not required.

Response to Comment D-33. The section title has been changed to reflect that the analysis considers all construction emissions and the change is provided in Section 3.0 Errata in the Final EIR.

Draft EIR Section 4.2.6.1 Construction Emissions, Page 4.2-19

4.2.6.1 Construction ~~Equipment~~ Emissions

Response to Comment D-34. The data shown in Table 4.2.I of the Draft EIR contains typographical errors; however, Table G: Short-Term Regional Construction Emissions in the Air Quality report (Appendix D-1) in the Draft EIR is correct. The 5.95.9 lbs/day of ROG is a typographical error; the actual emission value is 5.9. The 3434 lbs/day of NO_x is also a typographical error; the actual emission value is 34 lbs/day (see Draft EIR Appendix D-1, Air Quality Study). The numbers in Table 4.2.1 under Fugitive Dust PM_{10}, Exhaust PM_{10}, Fugitive $PM_{2.5}$ and Exhaust $PM_{2.5}$ are also typographical errors and now match the table in the Air Quality Report in Appendix D-1inthe Draft EIR. The amendments to Table 4.2.1 do not change the analysis or the conclusions in the Section 4.2 Air Quality in the Draft EIR. The changes to Table 4.2.I have been included in Section 3.0 Errata in the Final EIR.

Draft EIR Section 4.2.6.1 Construction Emissions, Page 4.2-20.

Table 4.2.I: Short-Term Regional Construction Emissions

Construction Phase	Pollutant Emissions (lbs/day)							
	ROG	NO_X	CO	SO_2	Fugitive PM_{10}	Exhaust PM_{10}	Fugitive $PM_{2.5}$	Exhaust $PM_{2.5}$
Site Preparation	40	386	212	0.53	329	17	4.4	16
Grading	29	272	149	0.36	325	12	1.6	12
Building Construction	13	82	94	0.18	~~1.8~~ 11	~~0.33~~ 4.1	~~0.02~~ 0.18	~~0.32~~ 3.9
Architectural Coating	72	3.7	11	0.01	~~0.2~~ 1.8	~~2.9~~ 0.33	~~0~~ 0.02	~~2.9~~ 0.32
Paving	5.95~~.9~~	34~~34~~	22	0.03	~~329~~ 0.2	~~17~~ 2.9	~~4.4~~ 0	~~16~~ 2.9
Peak Day (Phase Overlap)	90	390	210	0.53	329	17	4.4	16
SCAQMD Threshold	**75**	**100**	**550**	**150**	**150**		**55**	
Exceeds Threshold?	**Yes**	**Yes**	**No**	**No**	**Yes**		**No**	

CO = carbon monoxide
CO_2 = carbon dioxide
lbs/day = pounds per day
NO_x = nitrogen oxides
$PM_{2.5}$ = particulate matter less than 2.5 microns in size
PM_{10} = particulate matter less than 10 microns in size
ROG = reactive organic compounds
SO_x = sulfur oxides
SCAQMD = South Coast Air Quality Management District

Source: LSA Associates, Inc., December 2011.

Feasible mitigation measures, including several identified in the list provided by the commentor, have been already included as mitigation for the project and are identified in the Draft EIR. In addition, the mitigation measures shown as "Incorporated" have been added to the Final EIR (Section 3.0 Errata) as suggested by the commentor. The changes to the Draft EIR do not result in a significant impact and has no material effect on the findings of the EIR. The Table below contains each of the mitigation measures suggested for inclusion by the commentor and if it is already included in the Draft EIR, if will be added mitigation as part of the Final EIR, or if will not be included and why.

Suggested Mitigation Measure	Response
1. Gravel pads must be installed at all access points to prevent tracking of mud onto public roads.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1K** on page 4.2-22.
2. Install and maintain trackout control devices in effective condition at all access points where paved and unpaved access or travel routes intersect (eg. Install wheel shakers, wheel washers, and limit site access.)	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1K** on page 4.2-22.
3. All roadways, driveways, sidewalks, etc., should be completed as soon as possible. In addition, building pads should be laid as soon as possible after grading unless seeding or soil binders are used.	**Incorporated.** Additional text has been added to Section 4.2.6.1 (page 4.2-23) of the Air Quality Section as **Mitigation Measure 4.2.6.1R** and summarized in the Errata Section of the Final EIR to include this specific requirement as suggested.
4. Pave all construction roads.	**Not Included**. All roads surrounding the site are already paved. This suggested mitigation measure is not warranted.
5. Pave all construction access roads at least 100 feet on to the site from the main road.	**Not Included.** This suggested mitigation measure is not included in Section 4.2 Air Quality of the Draft EIR because it is impractical to pave construction roads onsite. It is infeasible and ineffective to pave roads within the site as the

Suggested Mitigation Measure	Response
	entire site will be graded to process the 220,000 cubic yards of fill to be imported. Such temporary pavement would present unnecessary obstacles and would be destroyed in the process of construction. Paving construction roads within construction areas unnecessarily increase VOC generation, with little or no discernible reduction in other air pollutant emissions. Fugitive dust control is already addressed by **Mitigation Measures 4.2.6.1E** and **4.2.6.1F**.
6. Limit fugitive dust sources to 20 percent opacity.	**Not Included.** The context of this suggested mitigation measure is unclear. It is not feasible to limit fugitive dust *sources* to 20 percent opacity. It is inferred that the commentor is suggesting that fugitive dust *emissions* should be limited to 20 percent opacity consistent with SCAQMD Rule 403. SCAQMD Rule 403 is a regional requirement required of all development within its jurisdiction; therefore, the project is required to adhere to this requirement.
7. Require a dust control plan for earthmoving operations.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1K** and **4.2.6.1L** on page 4.2-23.
8. When materials are transported off-site, all material shall be covered, effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained.	**Incorporated.** Additional text has been added to Section 4.2.6.1 (page 4.2-24) of the Air Quality Section as **Mitigation Measure 4.2.6.1N** and summarized in the Errata Section of the Final EIR to include this specific requirement as suggested.
9. All streets shall be swept at least once a day using SCAQMD Rule 1186 certified street sweepers utilizing reclaimed water trucks if visible soil materials are carried to adjacent streets.	**Incorporated.** Additional text has been added to Section 4.2.6.1 (page 4.2-23) of the Air Quality Section as **Mitigation Measure 4.2.6.1O** and summarized in the Errata Section of the Final EIR to include this specific requirement as suggested.
10. The contractor or builder shall designate a person or persons to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust offsite.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1K** on page 4.2-22.
11. Post a publicly visible sign with the telephone number and person to contact regarding dust complaints. This person shall respond and take corrective action within 24 hours.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1K** on page 4.2-22.
12. Extend grading period sufficiently to reduce air quality impacts below a level of significance.	**Not Included.** This suggested mitigation measure is not included in Section 4.2 Air Quality of the Draft EIR because extending the grading period would not likely achieve a level of reduction great enough to reduce air quality impacts during the grading phase. In fact, extending the grading period would result in an increase in worker vehicle and construction equipment-related emissions, increasing the severity of the impact. In addition, the same quantity of fugitive dust would be emitted to the air basin under this suggestion and impacts associated with regional emissions would not be reduced. Also refer to the response to #13 below.
13. The simultaneous disturbance of the site shall be limited to five acres per day.	**Not Included.** As noted in the CalEEMod manual, "*In order to properly grade a piece of land multiple passes with equipment may be required. The acres is based on the*

Suggested Mitigation Measure	Response
	equipment list and days in grading or site preparation phase according to the anticipated maximum number of acres a given piece of equipment can pass over in an 8-hour workday. The equipment specific grading rates are given in the table below as determined by SCAQMD in consultation with building estimator references." Thus, the CalEEMod calculates a total grading disturbed area many times the size of the project site based on the idea that there are multiple graders, dozers, scrapers, etc. making multiple passes during any one day. This suggested measure to limit simultaneous disturbance of the site to 5 acres per day would not change the results of the air quality modeling and projected air emissions identified in the Draft EIR and in fact may increase emissions due to the grading inefficiencies created by this restriction. By grading a smaller area it prolongs the grading process and releases dust and vehicular emissions (grading construction workers going back and forth to the site over a greater period of time and grading equipment moving around the site) into the air basin over a longer period of time. By grading five acres a day of a minimum grading of 7 days based on a 71 acre site at 10 acres a day the grading would be prolonged to 14 days. There are also logistical considerations getting construction equipment and people back and forth to the site. In addition, there are no sensitive receptors located in close proximity to the project site that would be affected by the dust.
14. Any vegetative cover to be utilized onsite shall be planted as soon as possible to reduce the disturbed area subject to wind erosion. Irrigation systems required for these plants shall be installed as soon as possible to maintain good ground cover and to minimize wind erosion of the soil.	**Incorporated.** Additional text has been added to Section 4.2.6.1 (page 4.2-23) of the Air Quality Section as **Mitigation Measure 4.2.6.1P** and summarized in the Errata Section of the Final EIR to include this specific requirement as suggested.
15. Any on-site stockpiles of debris, dirt or other dusty material shall be covered or watered three times daily.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measures 4.2.6.1E** and **4.2.6.1G** on page 4.2-22.
16. Any site access points within 30 minutes of any visible dirt deposition on any public roadway shall be swept or washed.	**Not Included.** It is not clear what is being suggested by this measure. Trackout (i.e., dirt deposition) is addressed through adherence to **Mitigation Measure 4.1.6.1K**.
17. A high wind response plan shall be formulated for enhanced dust control if winds are forecast to exceed 25 mph in any upcoming 24-hour period.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1D** on page 4.2-22. While **Mitigation Measure 4.2.6.1D** does not specify the formulation of a high wind response plan as suggested, this mitigation measures requires that clearing, grading, earthmoving, or excavation activities cease upon 25 mph winds or greater. This requirement in combination with other dust control measures outlined in the Draft EIR will accomplish the intent of the suggested mitigation measures stated here.
18. Implement activity management techniques including a) development of a comprehensive construction management plan designed to minimize the number of	**Incorporated.** Additional text has been added to Section 4.2.6.1 (page 4.2-23) of the Air Quality Section as **Mitigation Measure 4.2.6.1S** and summarized in the Errata Section of the Final EIR to include a similar requirement regarding

Suggested Mitigation Measure	Response
large construction equipment operating during any given time period; b) scheduling of construction truck trips during non-peak hours to reduce peak hour emissions; c) limitation of the length of construction work-day period; and d) phasing of construction activities.	scheduling truck trips during non-peak hours as suggested. Approval of a truck haul route is already required prior to grading permit approval. commentor
19. Develop a trip reduction plan to achieve a 1.5 AVR for construction employees	**Not Included.** This suggested mitigation measure is not feasible because construction of this type typically requires a large number of small contractors rather than one large contractor such as for large public works projects. Having multiple small contractors means that workers come from many areas and do not work for the same company, therefore, making efforts to coordinate their carpooling ineffective and infeasible. As noted in **Mitigation Measure 4.2.6.1K**, documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs. In addition, it should be noted that California Public Health and Safety Code Section 40717.9 states that a "public agency shall not require an employer to implement an employee trip reduction program unless the program is expressly required by federal law and the elimination of the program will result in the imposition of federal sanctions, including, but not limited to, the loss of federal funds for transportation purposes."
20. Require high pressure injectors on diesel construction equipment.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1K** on page 4.2-22.
21. Restrict truck operation to "clean" trucks, such as a 2007 or newer model year or 2010 compliant vehicles.	**Not Included. Mitigation Measure 4.2.6.1C** which requires CARB Tier II Certified equipment or better (page 4.2-21) is identified in the Draft EIR. Where feasible, CARB Tier II Certified equipment or better will be used during construction of the project. The suggested mitigation measures is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, and technological factors and is infeasible.
22. Require the use of CARB certified particulate traps that meet level 3 requirements on all construction equipment.	**Not Included. Mitigation Measure 4.2.6.1C** which requires CARB Tier II Certified equipment or better (page 4.2-21) is identified in the Draft EIR. Where feasible, CARB Tier II Certified equipment or better will be used during construction of the project. infeasible because of CARB off-road regulation changes approved in 2011 making exhaust retrofits of particulate traps no longer mandatory that requiring their use is not feasible.
23. Utilize only CARB certified equipment for construction activities.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1C** on page 4.2-21.
24. The developer shall require all contractors to turn off all construction equipment and delivery vehicles when not in use and/or idling in excess of 3 minutes.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1M** on page 4.2-23.
25. Restrict engine size of construction	**Included.** This suggested mitigation measure is already

Suggested Mitigation Measure	Response
equipment to the minimum practical size.	included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1K** on page 4.2-23.
26. Use electric construction equipment where technically feasible.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1K** on page 4.2-23.
27. Substitute gasoline-powered for diesel-powered construction equipment.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1K** on page 4.2-23.
28. Require use of alternatively fueled construction equipment, using, e.g., compressed natural gas, liquefied natural gas, propane, or biodiesel.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1K** on page 4.2-22.
29. Use methanol-fueled pile drivers.	**Not Included.** Project construction does not require use of pile drivers.
30. Install catalytic converters on gasoline-powered equipment.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-23.
31. Require the use of Alternative Diesel Fuels on diesel equipment used. Alternative diesel fuels exist that achieve PM_{10} and NO_x reductions. PuriNOx is an alternative diesel formulation that was verified by CARB on January 31, 2001 as achieving a 14% reduction in NO_x and a 63% reduction in PM_{10} compared to CARB diesel. It can be used in any direct-injection, heavy-duty compression ignition engine and is compatible with existing engines and existing storage, distribution, and vehicle fueling facilities. Operational experience indicates little or no difference in performance and startup time, no discernable operational differences, no increased engine noise, and significantly reduced visible smoke.	**Not Included.** It has been determined that Lubrizol, the producer of PuriNox ceased production of PuriNox in December 2006. Additionally, SCAQMD has previously confirmed that PuriNox is not expected to be commercially available in the foreseeable future. Thus, the suggested mitigation measure is not capable of being accomplished in a successful manner within a reasonable period of time because PuriNox is not available commercially. In addition, the requirement to use alternative diesel fuel depends on the availability of such fuel which according to the SCAQMD is not available.
32. Electrical powered equipment shall be utilized in-lieu of gasoline-powered engines where technically feasible.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1K** on page 4.2-23.
33. All forklifts shall be electric or natural gas powered.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1K** on page 4.2-23.
34. Suspend use of all construction equipment operations during second stage smog alerts.	**Incorporated.** As noted on the SCAQMD website (http://www.aqmd.gov/aqmd/index.html), the Basin has not experienced a Stage II smog alert since the 1980's. This is due to cleaner burning fuels in vehicles and more stringent rules BY AQMD regarding PM_{10} and $PM_{2.5}$. While the occurrence of a Stage II smog alert cannot be predicted. It is reasonable to assume that a Stage II smog alert would not occur during the construction phase of this project. However, as precaution the mitigation measure has been added to the Errata Section of the Final EIR as a bullet item under **Mitigation Measure 4.2.6.1K.**
35. Provide temporary traffic controls such as a	**Incorporated.** Additional text has been added to Section

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Suggested Mitigation Measure	Response
flag person, during all phases of construction to maintain smooth traffic flow.	4.2.6.1 (page 4.2-24) of the Air Quality Section as **Mitigation Measure 4.2.6.1Q** and summarized in the Errata Section of the Final EIR to include this specific requirement as suggested.
36. Provide dedicated turn lanes for movement of construction trucks and equipment on- and off-site.	**Not Included.** The project site is bounded by Perris Boulevard to the east, Grove View Road to the north, Indian Street to the west, and Perris Valley Storm Channel (PVSC Lateral D unimproved service road) to the south. Perris Boulevard and Grove View Road are improved with curb and gutter on lanes adjacent to the project site, while Indian Street contains a strip of unimproved right-of-way adjacent to the project site. Perris Boulevard contains a raise center median, so left-turn access to/from the site is not possible. Access onto the project site is readily available along Grove View Road and Indian Street. Grove View Road is a low-volume street containing a center two-way left turn lane and already contains adequate provisions for truck access to the site. It is anticipated that the truck haul route permit will require that trucks access the site via Gove View Road.
37. Reroute construction trucks away from congested streets and sensitive receptor areas.	**Incorporated.** Additional text has been added to Section 4.2.6.1 (page 4.2-23) of the Air Quality Section as **Mitigation Measure 4.2.6.1T** and summarized in the Errata Section of the Final EIR as suggested. Approval of a truck haul route is already required prior to grading permit approval.
38. Configure construction parking to minimize traffic interference.	**Not Included.** The project site is bounded by Perris Boulevard to the east, Grove View Road to the north, Indian Street to the west, and Oleander Avenue (PVSC Lateral D unimproved service road). Perris Boulevard and Grove View Road are improved with curb and gutter on lanes adjacent to the project site, while Indian Street contains a strip of unimproved right-of-way adjacent to the project site. Access onto the project site is readily available along Perris Boulevard, Grove View Road and Indian Street. Construction parking is expected to be onsite at the discretion of the construction contractor to facilitate construction of the site.
39. Prior to the issuance of a grading and building permit, the applicant shall submit verification that a ridesharing program for the construction crew has been encouraged and will be supported by the contractor via incentives or other inducements.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1K** on page 4.2-23.
40. Minimize construction worker trips by requiring carpooling and providing for lunch onsite.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1K** on page 4.2-23.
41. Provide shuttle service to food service establishments/commercial areas for the construction crew.	**Not Included.** This suggested measure is counterproductive to the suggested measures identified in row 40 above and **Mitigation Measure 4.2.6.1K**. In addition, construction workers tend bring their own lunch because they take a limited lunch break. For this reason, the suggested measure will result in additional vehicular emission as compared to without the suggested measure. Thus, this suggested measure is not warranted.
42. Provide shuttle service to transit stations/multimodal centers for the	**Not included. .** This mitigation measure is not practical since the nearest multimodal center is in downtown Riverside

Suggested Mitigation Measure	Response
construction crew.	located 14.5 miles northwest of the project site. In addition, the Riverside Transit Authority (RTA) has an established bus route, No. 19, which services the project area and the site. The RTA has two stops one on either side of Perris Blvd. and Grove View Rd. From the project site the walk north along Perris Blvd. is approximately 0.2 mile to a stop at Perris Blvd and Nandina. There is another bus stop at 17800 Perris Blvd. approximately 0.1 mile from the project site. Therefore, the site is serviced by the RTA and no further actions are necessary.
43. Require the use of Zero-VOC paints, coatings, and solvents.	**Included.** To the extent feasible, this suggested mitigation measure is partially included (low-VOC vs. zero-VOC) in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1J** on page 4.2-23 in accordance with SCAQMD Rule 1113.

~~* Would reduce impacts to GHGs as well~~

Response to Comment D-35. The language in Mitigation Measure 4.2.6.1.B in the Draft EIR is as specific as is possible, while still allowing the possibility that the construction contractor can implement it. Requiring the project contractor to utilize electricity from power poles may result in infeasibility if power poles do not exist on-site. Clean-fuel is fuel other than diesel or gasoline. Clarification of the term "clean-fuel" has been incorporated into the Final EIR.

Draft EIR Section 4.2.6.1 Construction Equipment Exhaust Emissions Page 4.2-21.

> **4.2.6.1B**. Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall utilize power sources (e.g., power poles) or clean-fuel (e.g., fuel other than diesel or gasoline) generators. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City.

Response to Comment D-36. The air quality analysis of construction shows that there will be exceedances of ROG, NO_X and PM_{10}. Tier III applies to equipment produced from 2006 to 2008. As of 2012, equipment produced since 2006 are becoming more readily available, but not to the extent that requiring their use is considered feasible mitigation. Tier II specifications result in a substantial reduction in PM_{10} and $PM_{2.5}$ (62.5% to 72.5%, depending on horsepower) over Tier I equipment, which is the basis of the mitigation measure. Tier III specifications are identical to Tier II for PM_{10} and $PM_{2.5}$, thus requiring this more stringent mitigation would have no benefit to the reduction in PM_{10} and $PM_{2.5}$ and was not required.

Response to Comment D-37. Mitigation Measure 4.2.6.1.K as written in the Draft EIR requires that the listed measures be included in "grading plans, construction specifications and bid documents". Once in these documents, they become requirements, enforceable by the City or other regulatory agencies. However, the wording of this and similar measures will be reworded to strengthen the implementation requirement of each measure.

Response to Comment D-38. Although the exact effects of the measures listed are not fully quantifiable at this time, the language of the measure will be changed to require implementation of all the listed design features, rather than a future combination of features, as shown below:

Draft EIR Section 4.2.6.3 Long-Term Operational Emissions, Page 4.2-26.

4.2.6.3A Prior to issuance of the first building permit, building and site plan designs shall ensure that the project's energy efficiencies surpass applicable 2008 California Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent which is considered sufficient by CARB and the SCAQMD to achieve the AB 32 conservation goals for 2020. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and review and approved by the City. The following ~~Any~~ combination of design features, ~~including but not limited to the following list, may~~ shall be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent: *(note: the list of design features remains the same except for changes outlined in Response D-39 below)*

Changes to this mitigation measure are provided in Section 3.0 Errata of the Final EIR.

The significant impact that these mitigation measures apply to are almost entirely from mobile sources. The emissions exceed the thresholds by up to 1,700%. There are no feasible mitigation measures available to reduce these emissions to anywhere close to the thresholds, therefore; 20% was proposed by the project as a good-faith effort to make a meaningful reduction.

Response to Comment D-39. The only agencies that have any control over the production of vehicles used with this project, and therefore the emissions controls installed on those vehicles, is the California Air Resources Board and the United States EPA. The indirect control the City has over vehicle operations associated with land use decisions cannot not have a substantial effect on the project's air quality impact as the vehicle emissions of concern are from trucks traveling throughout the Air Basin, far outside the City limits.

Response to Comment D-40. Impact 4.2.6.3 is the air quality impact from operational emissions of the project to the regional air quality. This impact statement includes a typographical error and Section 3.0 Errata of the Final EIR incorporates the amended language to clarify the impact statement.

Draft EIR Section 4.2.6.3 Long-Term Operational Emissions, Page 4.2-25.

> **Impact 4.2.6.3:** *Implementation of the proposed project may ~~occur~~ have the potential to exceed applicable daily thresholds for operational activities.*

Response to Comment D-41. This comment reiterates the conclusions presented in the Draft EIR. The rounding of the results is entirely appropriate. It is not inaccurate to report that emissions would be 990.93 lbs/day when all that can really be reported is that the peak emissions could be anywhere between 970 and 990 lbs/day and will be far less for most of the time.

Response to Comment D-42. The wording of Mitigation Measure 4.2.6.3A has been modified to address this comment as outlined in Responses to Comments D-38 and D-39. In addition, the mitigation measures focus on the only project emissions that the project has any ability to reduce.

Response to Comment D-43. The wording of Mitigation Measure 4.2.6.3A has been modified to address this comment as outlined in Responses to Comments D-38 and D-39.

Response to Comment D-44. The wording of Mitigation Measure 4.2.6.3A has been modified to address this comment as outlined in Responses to Comments D-38 and D-39.

Response to Comment D-45. It is not feasible to mandate mitigation on equipment that is controlled by the State and federal governments. As the EIR is only for the construction of the project and the operator has not been identified, the EIR can only specify mitigation that can be implemented by the builder. At the time the operator is known, it is at the City's discretion to impose operating parameters to the operator of the facility.

Feasible mitigation measures, including several identified in the list provided by the commentor, have been already included as mitigation for the project and are identified in the Draft EIR. In addition, the mitigation measures shown as "Incorporated" have been added to the Final EIR (Section 3.0 Errata) as suggested by the commentor. The changes to the Draft EIR do not result in a significant impact and has no material effect on the findings of the EIR. The Table below contains each of the operational emissions mitigation measures suggested for inclusion by the commentor. If the measure is included in the Draft EIR the response indicates "included". If the mitigation is being added as part of the Final EIR the response indicates "incorporated", or if the measure is not included the response discusses why the Final EIR does not contain the measure.

Suggested Mitigation Measure	Response
1. The operator of the primary facilities shall become SmartWay Partner.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-27.
2. The Project shall meet SmartWay 1.25 ratings.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-27.
3. The project shall use only freight companies that meet SmartWay 1.25 ratings.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-27.
4. (ALTERNATIVELY from 2,3 above) The operator of the primary facilities shall incorporate requirements or incentives sufficient to achieve at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 90% of all long haul trips carried by SmartWay 1.0 or greater carriers. Results, including backup data shall be reported to the Planning Department semi-annually.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-27.
5. The operator of the primary facilities shall incorporate requirements or incentives sufficient to achieve a 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidator trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers. Results, including backup data shall be reported to the Planning Department semi-annually.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-27.
6. All fleet vehicles shall conform to 2010 air quality standards or better. Results, including backup data shall be reported to the Planning Department semi-annually.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-27.
7. All spaces utilizing refrigerated storage, including restaurants and food or beverage stores, shall provide an electrical hookup for refrigeration	**Incorporated.** Similar language has been added to Section 4.2.6.3 (page 4.2-27) of the Air Quality Section under **Mitigation Measure 4.2.6.3A** and summarized in

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Suggested Mitigation Measure	Response
units on delivery trucks. Trucks incapable of utilizing the electrical hookup for powering refrigeration units shall be prohibited from accessing the site. All leasing documents shall include these requirements and provide that violation of those provisions will constitute a material breach of the lease that will result in the termination of the lease. Because of the fact that these terms of the lease are designed to benefit the public, the public shall be considered to be a third party beneficiary with standing to enforce the requirements of the lease.	the Errata Section of the Final EIR to include a portion of the suggested requirement.
8. Install catalytic converters on gasoline-powered equipment.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-23.
9. Where diesel powered vehicles are necessary, require the use of alternative diesel fuels. Alternative diesel fuels exist that achieve PM10 and NOx reductions. PuriNOx is an alternative diesel formulation that was verified by CARB on January 31, 2001 as achieving a 14% reduction in NOx and a 63% reduction in PM10 compared to CARB diesel. It can be used in any direct-injection, heavy-duty compression ignition engine and is compatible with existing engines and existing storage, distribution, and vehicle fueling facilities. Operational experience indicates little or no difference in performance and startup time, no discernable operational differences, no increased engine noise, and significantly reduced visible smoke.	**Not Included.** It has been determined that Lubrizol, the producer of PuriNox ceased production of PuriNox in December 2006. Additionally, SCAQMD has previously confirmed that PuriNox is not expected to be commercially available in the foreseeable future. Thus, the suggested mitigation measures is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, and technological factors and is therefore infeasible. Heavy duty trucks using other types of alternative fuels are not yet widely available on the market at this time. In addition, there is no specific end user at this time, and a future user may already have a truck fleet that would make implementation of alternative fuel vehicles economically infeasible. As alternative fuel trucks become more widely available (e.g., compressed or liquefied natural gas) and are required in higher numbers at the SoCal ports, it is likely that project trucks will utilize alternative fuels.
10. Electrical powered equipment should be utilized in-lieu of gasoline-powered engines where technically feasible.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-28.
11. Utilize electrical equipment for landscape maintenance.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-28.
12. All forklifts shall be electric or natural gas powered.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1K** on page 4.2-23.
13. Utilize electric yard trucks.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-28.
14. Prohibit idling of trucks for periods exceeding three minutes.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1M** on page 4.2-23.
15. Provide electrical vehicle ("EV") and compressed natural gas ("CNG") vehicles in vehicle fleets.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-28.

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Suggested Mitigation Measure	Response
16. Charge reduced or no parking fee for EVs and CNG vehicles.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-28. While **Mitigation Measure 4.2.6.3A** does not specify reduce or no parking fees for these vehicles, it does specify the "provision of preferential parking."
17. Install EV charging facilities for a minimum of 10% of all parking spaces.	**Included.** To the extent feasible, a similar mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-27.
18. Install a CNG fueling facility.	**Not Included.** The facility will not be able to take advantage of alternative fuel trucks as outlined previously in Item 9. The number of trucks this project would support does not justify the additional cost of installing a CNG fueling facility, and would likely be only one end user so the cost of such a facility could not be shared among a larger group of industrial users. Therefore, this measure is infeasible.
19. Provide preferential parking locations for EVs and CNG vehicles.*	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-28.
20. Implement parking fee for single-occupancy vehicle commuters.	**Included.** To the extent feasible, a similar mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-28.
21. Plant shade trees in parking lots to provide minimum 50% cover to reduce evaporative emissions from parked vehicles.	**Included.** To the extent feasible, this suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-26.
22. Plant at least 50 percent low-ozone forming potential (Low-OFP) trees and shrubs, preferably native, drought-resistant species, to meet city/county landscaping requirements.	**Incorporated.** The suggested measure to plant low-ozone forming potential trees and shrubs has been added to the project mitigation under **Mitigation Measure 4.3.6.1B**.
23. Plant Low-OFP, native, drought-resistant, tree and shrub species, 20% in excess of that already required by city or county ordinance. Consider roadside, sidewalk, and driveway shading.	**Incorporated.**. The suggested measure to plant low-ozone forming potential trees and shrubs has been added to the project mitigation under **Mitigation Measure 4.3.6.1B**.
24. Orient 75 percent or more of homes and buildings to face either north or south (within 30 degrees of N/S) and plant trees and shrubs that shed their leaves in winter nearer to these structures to maximize shade to the building during the summer and allow sunlight to strike the building during the winter months.	**Not Included** The suggested mitigation measure to orient buildings north or south is not applicable to a warehouse building due to the size and shape of the project site and the resulting size and orientation of the proposed industrial building.
25. Provide grass paving, tree shading, or reflective surface for unshaded parking lot areas, driveways, or fire lanes that reduce standard black asphalt paving by 10% or more.	**A Portion of the Measure is Included.** Tree shading of parking areas is a requirement of all projects and is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-26. Grass paving is not practical in the City's climate and to date not accepted by the Fire Prevention Bureau

Suggested Mitigation Measure	Response
	in addition heavy trucks cannot park on a grass surface.
26. Electrical outlets shall be installed on the exterior walls of all residential and commercial buildings (and perhaps parking lots) to promote the use of electric landscape maintenance equipment.	**Incorporated.** The suggested mitigation measure has been added to reduce air quality emissions as a bulleted item to **Mitigation Measure 4.2.6.3A**.
27. Prohibit gas powered landscape maintenance equipment within residential, commercial, and mixed-use developments. Require landscape maintenance companies to use battery powered or electric equipment **or** contract only with commercial landscapers who operate with equipment that complies with the most recent California Air Resources Board certification standards, or standards adopted no more than three years prior to date of use or any combination of these two themes.	**Incorporated.** The suggested mitigation measure has been added to reduce greenhouse gas emissions as a bulleted item to **Mitigation Measure 4.2.6.3A**.
28. Provide a complimentary cordless electric lawnmower to each residential buyer.	**Not Included.** As stated, the suggested mitigation measure applies to home buyers and is therefore inappropriate.
29. Implement parking cash-out program for non-driving employees.	**Included.** A similar mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-27.
30. Require each user to establish a carpool/vanpool program.	**Included.** To the extent feasible, this suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-27.
31. Create a car sharing program within the planned community.	**Not Included.** The suggested mitigation measure applies to a planned community and is therefore inappropriate.
32. Create a light vehicle network, such as a neighborhood electric vehicle (NEV) system.*	**Not Included.** The suggested mitigation measure applies to a residential neighborhood and is therefore inappropriate.
33. Provide preferential parking for carpool/vanpool vehicles.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-27.
34. Provide subsidies or incentives to employees who use public transit or carpooling, including preferential parking.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-27.
35. Provide secure, weather-protected bicycle parking for employees.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-27.
36. Provide direct, safe, attractive pedestrian access from project to transit stops and adjacent development.	**Not Included.** Pedestrian access to and from the project will take place from the adjacent streets on associated sidewalks that are already provided in the area.
37. Provide direct safe, direct bicycle access to adjacent bicycle routes.	**Not Included.** Bicycle access from the project will take place to and from the project site on the adjacent streets which already exist in the project area.
38. Provide showers and lockers for employees	**Included.** This suggested mitigation measure is already

Suggested Mitigation Measure	Response
bicycling or walking to work.	included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-28.
39. Short-term bicycle parking for retail customers and other non-commute trips.	**Not Included.** As stated, the suggested mitigation measure applies to a retail uses and is therefore inappropriate.
40. Connect bicycle lanes/paths to city-wide network.	**Not Included.** The suggested mitigation measure applies citywide bicycle planning, and is therefore inapplicable.
41. Design and locate buildings to facilitate transit access, e.g., locate building entrances near transit stops, eliminate building setbacks, etc.	**Included as a Part of Site Design**. The project site design includes a bus bay along the site's Perris frontage.
42. Construct transit facilities such as bus turnouts/bus bulbs, benches, shelters, etc.	**Included as a Part of Site Design.** The project site design includes a bus bay along the site's Perris frontage.
43. Provide a display case or kiosk displaying transportation information in a prominent area accessible to employees or residents.	**Incorporated** The suggested mitigation measure has been incorporated as suggested in the Errata to the Final EIR as a bullet to **Mitigation Measure 4.2.6.3A**.
44. Provide shuttle service to food service establishments/commercial areas.	**Not Included.** Warehouse workers tend bring their own lunch because they take a limited lunch break. For this reason, the suggested measure will result in additional vehicular emission as compared to without the suggested measure. Thus, this suggested measure is not warranted.
45. Provide shuttle service to transit stations/multimodal centers.	**Not Included.** The suggested mitigation measure has not been included. The project site design includes a bus bay along the site's Perris frontage. In addition
46. Provide on-site child care or contribute to off-site child care within walking distance.	**Not Included.** The suggested mitigation measure applies to areas with high number of employment and is therefore inapplicable.
47. Implement a compressed workweek schedule.	**Not Included.** The suggested mitigation measure is inapplicable for a high-cube logistics warehouse operation.
48. Implement home-based telecommunicating program, alternate work schedules, and satellite work centers.	**Not Included.** The suggested mitigation measure is inapplicable for a high-cube logistics warehouse operation.
49. All buildings shall be constructed to LEED Platinum standards.	**Not Included.** The process of obtaining a LEED rating of any level (LEED ratings levels are Certified, Silver, Gold, and Platinum, with Platinum being the highest) is not mitigation. However, the specific green building features that are part of the LEED rating equation can reduce air pollution and greenhouse gas emissions impacts by minimizing and reducing the quantity of emissions. Mitigation Measure 4.2.6.3.A in the Draft EIR prescribes a performance standard requiring a 20% improvement in energy efficiency (over and above the 2008 CBC) for the building and lists suggested measures that can be included in the building's design to obtain this improvement in energy efficiency.
50. Design buildings for passive heating and cooling and natural light, including building orientation, proper orientation and placement of windows, overhangs, skylights, etc.	**Not Included.** The suggested mitigation measure is inapplicable for a high-cube logistics warehouse operation.

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Suggested Mitigation Measure	Response
51. Construct photovoltaic solar or alternative renewable energy sources sufficient to provide 100% of all electrical usage for the entire Project.	**Included.** A similar mitigation measure is provided in **Mitigation Measure 4.2.6.3A** in the Final EIR Errata. It reads as follows: "The project shall install a photovoltaic array (solar panels) or other source of renewable energy generation on-site, or otherwise acquire energy from the local utility that has been generated by renewable resources, to meet the project's office electricity needs."
52. Install an ozone destruction catalyst on all air conditioning systems.	**Not Included.** The suggested mitigation measures is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, and technological factors and is infeasible.
53. Construct renewable energy sources sufficient to offset the equivalent of 100% of all greenhouse gas emissions from mobile sources (internal combustion engines) for the entire Project.	**Not Included.** The suggested mitigation measure includes implementing carbon offsets in an amount equivalent to 100% of all project mobile source greenhouse gas emission. See Response to Comment E-54. This suggested mitigation measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, and technological factors and is infeasible.
54. Purchase only green/ renewable power from the electric company.	**Included.** A similar mitigation measure is provided in **Mitigation Measure 4.2.6.3A** in the Final EIR Errata. It reads as follows: "The project shall install a photovoltaic array (solar panels) or other source of renewable energy generation on-site, or otherwise acquire energy from the local utility that has been generated by renewable resources, to meet the project's office electricity needs."
55. Install solar water heating systems to generate all hot water requirements.	**Included.** To the extent feasible, this suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-26.

Response to Comment D-46. As indicated in the Draft EIR (Section 4.2.5.1, Air Quality Plan Management Plan Consistency, pages 4.2-14 and 4.2-15), the project is consistent with the City's General Plan and zoning. Therefore, regional planning agencies, including SCAG and the SCAQMD, have already accounted for future industrial use on the proposed project site as part of the land use projections contained in the AQMP and other regional planning documents/programs (i.e., Regional Transportation Plan, etc). Implementation of the AQMP and the modified project-related mitigation measures will help to improve air quality levels in the future. Since the proposed project will contribute to full attainment of national and state ambient air quality standards, future cumulative impacts associated with the proposed and cumulative projects will not make a significant contribution to cumulatively considerable air quality impacts in the region. For clarification purposes, Section 4.2.7.1 Short-Term Air Quality Impacts on page 4.2-25 of the Draft EIR has been modified as shown below and as indicated in Section 3.0 Errata in the Final EIR:

Draft EIR, Section 4.2.7.1 Short-Term Air Quality Impacts, Page 4.2-25

4.2.7.1 Short-Term Air Quality Impacts

The cumulative area for air quality impacts is the Basin. The implementation of the project would contribute criteria pollutants to the area during project construction. A number of individual projects in the area may be under construction simultaneously with the proposed project. Depending on construction schedules and actual implementation of projects in the area, generation of fugitive dust and pollutant emissions during construction would result in substantial short-term increases in air pollutants. However, each project would be required to comply with the SCAQMD's standard construction measures. In addition, implementation of the AQMP will result in improved air quality levels in the future and full attainment of national and state ambient air quality standards, resulting in less than significant cumulative impacts from all short-term and long-term air pollution sources. Therefore, cumulative impacts associated with short-term air quality impacts would be less than significant.

Response to Comment D-47. The commentor states that the biological report that was prepared for the project is outdated and limited in survey coverage, concluding that the EIR fails as an informational document. As indicated in *CEQA Guidelines*, Section 15151, "… an EIR should be prepared with a sufficient degree of analysis to provide decision-makers with information which enables them to make a decision which intelligently takes account of environmental consequences. An evaluation of the environmental effects of a proposed project need not be exhaustive, but the sufficiency of an EIR is to be reviewed in the light of what is reasonably feasible. … The courts have looked not for perfection but for adequacy, completeness, and a good faith effort at full disclosure."

The August 2010 biological report *General Habitat Assessment, 71± Site (APNs: 316-210-071, -073, -075, -076), Moreno Valley, Riverside County California*, Ecological Sciences, Inc., August 1, 2010, referenced in August 2011 Initial Study and the April 2012 Draft EIR is one of several biological studies that have been conducted on the project site and vicinity. While the August 2010 Initial Study and April 2012 Draft EIR incorporated portions of the 2007 biological resource reports (refer to Response to Comment D-3 for a list of all biological technical reports) in describing site conditions, the environmental documents also included substantial additional biological survey data that was collected subsequent to the 2007 biological reports. In fact, additional surveys for burrowing owl, special status plant species, and wetland determination were conducted on the project site by the applicant's biologist in August 2009 and covered the entire project site. This data was revisited in August 2010 and confirmed as still valid. Biological survey reports often have a limited window within which the stated conclusions are considered valid. However, it must be emphasized that the conditions described in the various biological resource reports were verified and updated where necessary during the environmental process. Therefore, contrary to the commentor's opinion, the collective body of survey data for the project site is current, which accounts for the identification and full disclosure of any biological resources of concern on the project site.

2.7.1.1 **Response to Comment D-48.** The Draft EIR (Section 2.5 Effects Found Not to be Significant, 2.5.3 Cultural Resources, pages 2-12 – 2-13) did find that the proposed project would have a less than significant impact on paleontological resources (fossils) with the implementation of Mitigation Measure CUL-1. This determination was based on the Phase I Cultural Resources Assessment and Paleontological Records Review prepared for the proposed project. In that study it was determined that the site has a high potential to contain significant fossil resources due to the presence of early to middle Pleistocene alluvial fan deposits. These resources are the fossilized biotic remains of ancient environments valued for the information they yield about the history of the earth and its past ecological settings.

These resources have the potential for being unearthed and damaged during grading and construction activities and are estimated to lie at approximately 4 feet below ground surface. Construction and grading of the proposed project site will result in soil disturbance below 4 feet, which may unearth previously undetected subsurface paleontological resources. Mitigation Measure CUL-1 has been identified to reduce the significance of paleontological resource impacts.

Response to Comment D-49. The commentor is correct the mitigation measure does state that there would be a discontinuation of monitoring once maximum depth of excavation is met. If there is no excavation of soils there would not be disturbance of fossils (if they are on-site); therefore, why would monitoring be required. It is not the intent of CEQA to excavate the entire site below 4 feet in the case of this project to find fossils if they are there. If construction excavation is only going to a maximum depth of 10 feet and no fossils are found 10 feet below ground surface it can be assumed that the fossils are not within the first 10 feet below ground surface. With the deletion, the monitoring will continue below 4 feet. For clarification purposes that sentence of the Mitigation Measure CUL-1 has been deleted as indicated in Section 3.0 Errata in the Final EIR.

Draft EIR, Section 2.5.3 Cultural Resources, Page 2-13.

Mitigation Measure CUL-1: Prior to construction involving excavation four feet or more below existing surface grade, the construction contractor shall provide evidence that a qualified paleontologist has been retained, and that the paleontologist(s) shall be present during all grading and other significant ground-disturbing activities that reach four feet or more below existing surface grade. ~~If the paleontologist(s) do not find evidence for Pleistocene-era deposits once the maximum excavation depth is reached, monitoring shall be discontinued.~~ In the event fossiliferous deposits are encountered, the following measures shall be implemented:

- Monitoring shall be conducted by qualified paleontological monitor(s) of excavation in areas identified as likely to contain paleontological resources, including undisturbed older Pleistocene alluvium. Paleontological monitors shall be equipped to salvage fossils as they are unearthed, to avoid construction delays, and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates. Monitors shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens. Monitoring may be reduced if the potentially fossiliferous units are determined upon exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources.
- Paleontological monitoring of any earthmoving will be conducted by a monitor, under direct guidance of a qualified paleontologist. Earthmoving in areas of the parcel where previously undisturbed sediments are buried, but not otherwise disturbed, will not be monitored.
  - ~~If too few fossil remains are found after 50 percent of the planned for earthmoving has been completed, monitoring can be reduced or discontinued in those areas at the project paleontologist's direction.~~
  - Preparation of recovered specimens to a point of identification and permanent preservation, including washing of sediments to recover small invertebrates and vertebrates.
  - Identification and curation of specimens into a professional, fully accredited museum repository with permanent retrievable storage. The paleontologist must have a written repository agreement in hand prior to the initiation of mitigation activities.

- Preparation or a report of findings with and appended itemized inventory of specimens. The report and report and inventory, when submitted to the City of Moreno Valley along with confirmation of the curation of recovered of recovered specimens into an established, accredited museum repository, will signify completion of the program to mitigate impacts to paleontological resources.

Response to Comment D-50. The City disagrees with the commentor. Mitigation Measure CUL-1 clearly states **"...***Preparation of recovered specimens to a point of identification and permanent preservation, including washing of sediments to recover small invertebrates and vertebrates and identification and curation of specimens into a professional, fully accredited museum repository with permanent retrievable storage."* Paleontologists are professional scientists and their salvaging efforts would not destroy fossils. The paleontologist's intent and that of the mitigation measure is for construction to stop so the paleontologist can recover the fossil(s) to identify and curate specimens into a professional, fully accredited museum repository with permanent retrievable storage.

Response to Comment D-51. In response to the commentor's comment that portion of Mitigation Measure CUL-1 has been deleted, refer to Response to Comment D-49.

Response to Comment D-52. There is an inherent misunderstanding as to the meaning of archeological and historic resources verses paleontological resources the definition of which is a follows:

Archaeology studies "human cultures" through the recovery, documentation, and analysis of material remains and environmental data, including architecture, artifacts, biofacts, human remains, and landscapes. The main goal of archaeology is to create the most thorough understanding of how and why both historical and prehistoric people lived, to understand the evolution of human society and civilizations, and to use knowledge of ancestors' history to discover insights into modern-day societies.[1]

An **historic resource** is building, structure, site, district, or object which is significant in American history, architecture, archaeology, engineering, and culture.[2]

Paleontology is the scientific study of life forms that existed in the earth's distant past as revealed though the examination of fossils of plants, animals, and other organisms. Included is the study of body "fossils", tracks (ichnites), burrows, cast-off parts, fossilized feces (coprolites), palynomorphs (tiny organic particle of a size between five and 500 micrometers), and chemical residues.[3]

Objective 7.6 and Policies 7.6.1 and 7.6.2 of the City's General Plan are referring to historic and archaeological resources not paleontological resources. As far as General Plan Program 9.7.3 and 7-6, a Phase I Cultural Resources Assessment and Paleontological Records Review (refer to Response to Comment D-49) was prepared for the proposed project that determined that the site has a high potential to contain significant fossil resources due to the presence of early to middle Pleistocene alluvial fan deposits. As a result the Draft EIR includes Mitigation Measure CUL-1 to ensure that there paleontological resources are protected. The City disagrees with the commentor in that the Draft EIR does include feasible enforceable mitigation. To ensure monitoring and enforcement, Mitigation Measure CUL-1 is included in the MMRP (Final EIR Section 4.0).

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1 http://www.newworldencyclopedia.org/entry/Archaeology, website accessed June 5, 2012.

2 http://www.paroute23.com/about_project/glossary.htm#H, website accessed June 5, 2012.

3 http://www.newworldencyclopedia.org/entry/Paleontology, website accessed June 5, 2012.

Response to Comment D-53. The import of fill (220,000 cubic yards) to the project site was considered in the evaluation of the proposed project in the Draft EIR in Sections 4.2 (Air Quality, page 4.2-20), 4.3 (Greenhouse Gas Emissions, calculated using same model as used for Air Quality), and 4.4 (Noise, page 4.4-18). The 80,000 cubic yards of fill that is currently on-site is considered the baseline (existing on-site conditions) and this fill was imported to the project site as part of a previously approved stockpile permit (page 3-3) that predated the proposed project. Traffic impacts associated with the soil import operations were not addressed because the operations would result in negligible effects on the local and regional circulation systems due to low trip generation anticipated for the haul trucks and the temporary in nature of the activity.

Response to Comment D-54. Mitigation Measure GEO-2 has been revised to eliminate any perception of vagueness. To ensure monitoring and enforcement, revised Mitigation Measure GEO-2 is included in the MMRP (Final EIR Section 4.0).
Draft EIR, Section 2.4.4 Geology and Soils, Page 2-16.

> **Mitigation Measure GEO-2:** Prior the issuance of grading permits, the project proponent shall inform the project engineers, architects, owner, maintenance personnel, and other interested parties of the Expansive Soil Guidelines provided in the project's geotechnical analysis [Geotechnical Engineering Investigation Proposed Industrial Development Southwest Corner of Perris Boulevard and Grove View Road Moreno Valley, California, NorCal Engineering, March 7, 2007]. The recommendations identified in the project's Expansive Soil Guidelines shall be ~~reviewed and considered~~ implemented by the project engineers, architects, owner, maintenance personnel, and other interested parties ~~to determine~~ in the applicable design guidelines. Applicable design guidelines shall be included and implemented in the project's grading plans.

Response to Comment D-55. This comment is only a statement of opinion. GHG plans, policies, and regulations are still overall vague and difficult to analyze compliance with. While VMT is a factor of GHG emissions, it is not clear how that relates to GHG plans, policies and regulations. As stated in CEQA Guidelines section 15151, "*An EIR should be prepared with a sufficient degree of analysis to provide decision makers with information which enables them to make a decision which intelligently takes account of environmental consequences. An evaluation of the environmental effects of a proposed project need not be exhaustive, but the sufficiency of an EIR is to be reviewed in the light of what is reasonably feasible. Disagreement among experts does not make an EIR inadequate, but the EIR should summarize the main points of disagreement among the experts. The courts have looked not for perfection but for adequacy, completeness, and a good faith effort at full disclosure.*" The EIR meets the standards of adequacy of an EIR in accordance with CEQA Guidelines section 15151.

Response to Comment D-56. New development projects derive (most of) their energy from the existing energy grids (mainly electricity and natural gas), so the consumption from one individual development project cannot determine the percentage of energy production/generation from the entire energy grid, or what percentage comes from renewable sources. The achievement of renewable energy goals must be set and achieved at a regional or state level, and cannot be assigned to any individual project. The proposed project is designed to allow onsite solar (photovoltaic) electrical generation, but there is no specific end user defined yet. In addition, a number of changes have been made to the recommended Mitigation Measure 4.2.6.3A that addresses greenhouse gases and sustainability. Improvement in project operations that reduces energy consumption results in lowered GHG emissions from area power production facilities. The discussion that follows Table 4.3.B in Draft EIR Section 4.3.5.1 Greenhouse Gas Plan, Policy, and Regulation Consistency supports the EIR's conclusion of consistency.

Response to Comment D-57. The cited SCAQMD tiered thresholds are still only guidance as proposed draft thresholds and do not carry the force of law or adopted regulations. In addition, the commentor has misinterpreted the application of the 5-tier review system recommended by the SCAQMD. The cited thresholds indicate when a particular project under evaluation should move to the next stage of the evaluation (i.e., the next tier) – they are not thresholds against which to specifically determine a significant impact. In addition, as described in the Draft EIR, the greenhouse gas emissions produced by the project do not in themselves represent a project-level significant impact related to greenhouse gases. That conclusion is consistent with guidance provided by CARB and the SCAQMD. The EIR does correctly conclude that the proposed project would make a significant contribution to cumulatively considerable greenhouse gas impacts, even with implementation of the recommended mitigation, including Mitigation Measure 4.2.6.3A as revised in Responses to Comments D-38 and D-39 in this document.

Response to Comment D-58. A more precise water conservation strategy cannot be described at this point in the project development. This Mitigation Measure is included so that some sort of water conservation strategy will be included, when appropriate (i.e., prior to issuance of occupancy permits).

Response to Comment D-59. This comment is only a statement of fact, requiring no response. As there are no quantifiable reductions supplied, there is no reason not to specify these measures.

Response to Comment D-60. This comment is a statement of fact and is noted. No response is required.

Response to Comment D-61. The commentor incorrectly asserts that impacts associated with transport and storage of hazardous materials cannot be mitigated through applicable laws because the tenant is not known. The comment appears to suggest that a future tenant may not abide by applicable laws that regulate hazardous materials. The City assumes, as a reasonable and legitimate part of the CEQA process, that any future tenant of the project building is required to abide by all state and local laws that regulate the transport, use, and storage of hazardous materials. In addition, this project involves warehousing, not heavy or light industrial uses, and so the potential for onsite uses to handle, store, or transport materials that would be hazardous to public health or safety are relatively low, but would ultimately depend on the end user selected to ultimately occupy the project building.

Response to Comment D-62. The commentor states that the EIR fails to undertake an evaluation of water quality impacts beyond the cursory review done for the Environmental Assessment (i.e. Initial Study). The City disagrees with this statement. As identified in the Draft EIR, Section 2.5.6 (Hydrology and Water Quality, page 2-19 – 2-25), the analysis provides a detailed discussion regarding construction and operational activities in relation to water quality and recommends mitigation measures that would ensure that any water pollutants generated during these phases are treated appropriately. The analysis also describes in detail the proposed drainage features and drainage paths that would be constructed on the project site as well as any flooding impacts that the site would be prone to. These discussions and conclusions are based on a project-specific preliminary water quality management plan and hydrology/hydraulic analysis[1]. The water quality analysis was provided as part of the Initial Study subject to public review and comment as part of the NOP process. Based on the input received from the NOP, no additional concerns regarding water quality were identified by

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1 *Preliminary Hydrology Report and Hydraulic Analysis for PA09-004, VIP Moreno Valley, SWC Perris Boulevard and Grove View Road*, Robert A. Bebensee, R.C.E., March 27, 2009, and *Preliminary Water Quality Management Plan, for PA09-0004 VIP Moreno Valley, SWC Perris Boulevard and Grove View Road*, Robert A. Bebensee, R.C.E., July 24, 2009.

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an interested member of the public, including the commentor. While the commentor opines that the evaluation of water quality impacts is cursory, the commentor does not provide any meaningful input as to how the analysis can be further evaluated. The water quality analysis included in the Initial Study and Draft EIR represents a good faith effort at full disclosure and no further response is required.

Response to Comment D-63. Section 2.5.6 (Hydrology and Water Quality) of the Draft EIR discussed potential drainage-related impacts resulting from development of the proposed project. As reflected therein, as well as the detailed preliminary Hydrologic and Hydraulic Analysis included as Appendix B-8 *(Preliminary Hydrology Report and Hydraulic Analysis for PA09-004, VIP Moreno Valley, SWC Perris Boulevard and Grove View Road,* Robert A. Bebensee, R.C.E., March 27, 2009) to the Draft EIR, development of the proposed project would result in the construction of impermeable surfaces that will alter the natural drainage of the project site.

As stated in Draft EIR page 2-24, "…storm flows generated from the northerly portion of the proposed building and truck court would be collected by a series of drop inlet catch basins. Storm water runoff generated on site would be routed to three Austin sand filters and pre-treatment hydro-dynamic clarifiers that are intended to remove and reduce the amount of oils, sediment and trash from the storm water. The treated water from these sand filters is pumped into an adjacent on-site storm drain. The on-site storm drain system has been designed to accept a full 100-year storm event and flows would ultimately be routed to the Perris Valley ADP Lateral B-1 in Perris Boulevard that connects to the Perris Valley Storm Drain Lateral B channel. Storm flows generated from the westerly side of the proposed building would be collected by a drop inlet catch basin and routed by pipe to a landscaped swale that would be located along the southerly portion of the property. In the event that the landscape swale receives excess flows, the excess flows would be then routed to a second drop inlet catch basin. From the second drop inlet catch basin, flows would continue to an off-site catch basin and ultimately be routed to the Perris Valley ADP Lateral B-3 in Indian Street, which connects to the Perris Valley Storm Drain Lateral B channel. Storm water runoff generated from the easterly side of the building would be collected by a drop inlet catch basin and route via pipe to a hydro-dynamic clarifier then to an Austin sand filter located in the southeasterly corner of the project site. In the event that the clarifier and sand filter receive excess storm flows, these excess storm flows would be routed to an off-site catch basin and ultimately routed to the Perris Valley ADP Lateral B-1 in Perris Boulevard, which connects to the Perris Valley Storm Drain Lateral B channel. Storm flows generated from would also be routed to a landscaped swale running along the southerly portion of the project site. Flows would then be routed to an Austin sand filter located near the center of the site and ultimately routed to four existing 36-inch diameter reinforced concrete pipes (RCPs) that connect to Lateral B of the Perris Valley Channel. The Austin sand filter located in the southeasterly corner of the project site would also accept stormwater flows from the project site. In the event that flows are in excess of what the sand filter can handle, the excess flows would be directed back to the southerly landscaped swale, and ultimately to an existing 30-inch diameter RCP that connects to Lateral B of the Perris Valley Channel."

The purpose of including Mitigation Measure HYD-05 was to ensure that the preliminary Hydrologic and Hydraulic Analysis was finalized by the City's Engineer and that the calculations contained in the analysis met City requirements. The Draft EIR does not improperly defer mitigation in this regard as an existing preliminary Hydrologic and Hydraulic Analysis has already been prepared for the project. Furthermore, the finalization of hydraulic calculations is a requirement of all projects in the City. Therefore, the inclusion of this requirement as Mitigation Measure HYD-05 is designed to track both the standard requirements and mitigation measures as part of the project's MMRP. Mitigation Measure HYD-05 has been revised accordingly to clarify the finalization of the Hydrologic and Hydraulic Analysis. No further response is required.

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Draft EIR, Section 2.5.6 Hydrology and Water Quality Hydrology, Page. 2-24:

> To reduce the flows to below or equal to pre-development conditions, the anticipated on-site flows would be routed to the water quality features such as vegetated swales, clarifiers, and sand filters to reduce flows leaving the site to pre-development flow rates. While the increase in impervious surfaces attributable to the proposed project would contribute to a greater volume and higher velocity of storm water flows, the proposed project's drainage system would accept and accommodate runoff that would result from project construction at or below pre-project conditions. Therefore, the post-development flows generated on the project site would not exceed the capacity of the planned storm water drainage systems. Although adherence to the City's drainage requirements, which includes the preparation of drainage sizing calculations, is required of all applicable development within the City, the incorporation of this requirement as **Mitigation Measure HYD-05** is designed to track both standard requirements and mitigation measures as part of the project's MMRP. ~~To ensure that long-term drainage capacity issues are reduced to a less than significant level, **Mitigation Measure HYD-05** has been identified.~~ With adherence to this mitigation measure, impacts associated with this issue are less than significant.
>
> ***Mitigation Measure HYD-05:*** *Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall receive approval from the City of Moreno Valley, a Final Hydrologic and Hydraulic Analysis based on the City's existing drainage requirements.* ~~*submit a detailed grading plan and drainage report, with supporting engineering calculations, to the City Engineer for review and approval. The plan and report shall incorporate relevant requirements identified by the City and/or site-specific geotechnical investigations. The plan and report shall provide evidence that the storm drainage system would be adequate to convey water for the 100-year storm event from the project site and that the post-development flows exiting the proposed project site are less than or equal to pre-development flows.*~~

Response to Comment D-64. The commentor opines that the project would conflict with an applicable habitat conservation plan or natural community conservation yet does not provide any specific comment as to how the project does conflict. As stated in *CEQA Guidelines,* Section 15151, "… an evaluation of the environmental effects of a proposed project need not be exhaustive, but the sufficiency of an EIR is to be reviewed in the light of what is reasonably feasible. Disagreement among experts does not make an EIR inadequate." The comment posed is identified as being part of the land use discussion. As identified in Draft EIR Section 2.5.7 Land Use, page 2-25 the discussion of the project's consistency with applicable habitat conservation plans is provided in Draft EIR Section 2.5.2, Biological Resources, pages 2-8 – 2-12. The applicable habitat conservation plan for the area is the Western Riverside County MSHCP.

As stated on Draft EIR Section 2.5.2, Biological Resources page. 2-9, "*The MSHCP defines two distinct consistency processes for development projects based on their location within the MSHCP Plan Area, with separate processes for projects located outside of Criteria Areas and those within a Criteria Area. Through implementation of these requirements, development projects are found to be consistent with the MSHCP, and impacts to covered species are considered less than significant. The project site is not located within an MSHCP Criteria Area, but is located in an area requiring habitat assessments for burrowing owl (Athene cunicularia), five Narrow Endemic Plant Species (NEPS), and nine Criteria Area Plant Species (CAPS). A Jurisdictional Delineation is required to assess potential jurisdiction of the ditch running north/south through the center of the project site.*"

Burrowing owls or their sign (pellets, fecal material, or prey remains) were not observed during the habitat assessment surveys (February 2007) or focused surveys (August 2009) conducted on site. It

is unlikely that burrowing owls would be located on site as burrowing owls tend to avoid heavily disked areas because of potential burrows occlude/collapse. However, in the event that burrowing owls are found on site, the inclusion of the Mitigation Measures BIO-1 through BIO-4 (which requires pre-construction surveys for burrowing owl), would fulfill MSHCP requirements. The fulfillment of MSHCP requirements would enable the project to be consistent with the Riverside County MSHCP.

Based on the information contained in the Draft EIR, the five Narrow Endemic Plant Species (NEPS) and nine Criteria Area Plant Species (CAPS) were not observed during the general survey (February 2007) and focused surveys (May, June, and July 2009) conducted on site. Overall, the project site lacks suitable habitat for these species due to historic agricultural activities. Because of the absence of members of the species and suitable habitat, a less than significant impact to special status plants would occur. Since the project would not impact any of the plants identified in the MSHCP, the project is consistent with this component.

The potential for agency jurisdiction of the on-site drainage ditch was assessed as part of the previously referenced Jurisdictional Survey and MSHCP Riparian/Riverine/Vernal Pools Evaluation prepared for the project. The ditch does not meet the three-parameter test for jurisdiction (vegetation, hydrology, and soils). Therefore, the project would not impact jurisdictional waters and would be consistent with the requirements identified in the MSHCP for this component. Based on the analysis contained in the Draft EIR, the project is consistent with the MSHCP, is supported by project specific biological data and survey work, and represents a good faith effort at full disclosure. No further response is required.

Response to Comment D-65. The 3 dBA increase was not identified in the noise impact analysis as a threshold. Rather, it was stated that "audible impacts that refer to increases in noise levels noticeable to humans generally refer to a change of 3 dB or greater, since this level has been found to be barely perceptible in exterior environment;" For noise level changes that are not perceptible by the human ear, they would not cause any audible change and would therefore not result in any significant noise impacts.

Response to Comment D-66. Noise standards identified in the City's Municipal Code are used to determine if projected noise levels from the proposed on-site operations would result in any significant stationary sources noise impacts on sensitive uses in the project vicinity. Failing to comply with these noise standards would cause project operations, after project implementation, to violate the City's Municipal Code. Therefore, it is appropriate to use the City's Municipal Code noise standards to evaluate potential on-site noise-generating operations.

Response to Comment D-67. The City's noise standards in terms of the 24-hour weighted Community Noise Equivalent Level (CNEL), identified in the General Plan Noise Element, are applicable for land use planning purposes to avoid placing noise-sensitive land uses within the high noise impact zones. Use of these noise standards are adequate when proposing noise-sensitive land uses such as residences near airport, railroad tracks, or heavily traveled highways/freeways. Noise standards included in the City's Municipal Code are typically used for enforcement purposes to determine if noise associated with a stationary source would exceed or violate the City's noise standards from stationary sources. They were used in the noise impact analysis (Draft EIR Section 4.4.2.1 City of Moreno Valley General Plan Policies, page 4.4-5) to determine the potential impacts from on-site operations.

Response to Comment D-68. Use of "hard site" is appropriate in an urban area where the majority of the ground surface is paved, and most sound energy is reflected back up in the air. In suburban or rural areas where almost half of the ground surface between the traffic and the receptor location is either vacant land or planted with landscaping vegetation, the use of "soft site" is more appropriate.

Nevertheless, the choice of hard site or soft site for ground reflection only affects the potential noise level on the project site. Project-related changes would be the same under both scenarios. On off-site land uses, the 2013 with project traffic noise levels showed that project-related traffic noise level increases would be 0.8 dBA or less. This range of traffic noise level changes in an outdoor environment gradually over a time period would not be perceptible by the human ear and would not result in any significant noise impacts. As the proposed land use is not noise-sensitive, the use of soft site or hard site for noise reflection would not have any effect on the project findings.

Response to Comment D-69. The proposed project would generate approximately 2,731 vehicular trips a day, and about half of these vehicles are trucks. These project-related vehicles would be 7.5 to 15 percent of the projected 2012 cumulative traffic volumes along roadway segments that would be used by these vehicles. An increase of 7.5 to 15 percent vehicles along these roadway segments would result in an increase of approximately 0.3 to 0.6 dBA on these roads. Even though the proposed project is a distribution facility with higher truck percentage, the change in overall vehicle mix along these affected roadway segments would not be substantial. The resulting traffic noise level changes or increases on off-site land uses would remain small and less than significant. Since the proposed on-site land use is not considered noise-sensitive, and the project-related traffic noise level increases would be the same under both scenarios, this factor would not affect the findings of the noise impact analysis.

Response to Comment D-70. As stated in the Responses to Comments D-65 and D-68, project-related traffic noise level increases would be small and not perceptible by the human ear. The four study roadway segments that have noise levels that already exceed the City's noise standards, with or without the proposed project, have pre-existing conditions that are not a consequence of the proposed project, and therefore, the proposed project is not responsible for the noise level existing noise exceedance on those roadway segments.

Response to Comment D-71. The noise impact analysis for the proposed project (*Noise Impact Analysis VIP Moreno Valley*, LSA Associates, Inc., March 2012) evaluated the long-term operational traffic noise impact in terms of CNEL and the on-site operations noise impact comparing them to the City's Municipal Code noise standards. No exceedance or violation of the noise standards was found and no significant long-term noise impacts would occur. The project site is surrounded by vacant land which is planned for light/industrial uses and commercial/light industrial uses to the south or other existing non-noise-sensitive industrial uses to the north, east and west. The City's Municipal Code states that the noise standards shall apply "*when measured at a distance of 200 feet or more from the real property line of the source of the sound if the sound occurs on privately owned property, or from the source of the sound, if the sound occurs on public right-of-way, public space or other publicly owned property*." In this case, evaluating the potential noise levels at the property line of the nearest existing noise-sensitive land uses (i.e., residences) that are at a distance of 200 feet or more would adequately determine the project's potential noise impacts. Future noise-sensitive land uses, if proposed in the vicinity of the project site, will be required to mitigate noise associated with all neighboring sources, including the proposed project.

Response to Comment D-72. As stated in the Response to Comment D-71, the project site is surrounded by vacant land that is planned for light industrial/business park in the City of Moreno Valley and to the south in the City of Perris for light industrial/commercial uses or other non-noise-sensitive land uses (refer to Figure in the Draft EIR Section 1.0 page 1-3). These land uses that are directly adjacent to the project would not be significantly affected by the project noise. Noise from on-site operations, including loading/unloading and onsite maneuvering, have been adequately evaluated at the nearest noise-sensitive land uses and no significant noise impacts were identified. Truck noise from trucks driving on public streets is not regulated by the local governments (city or county).

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Response to Comment D-73. As stated in the Response to Comment D-71, the noise impact analysis evaluated the traffic noise impact in terms of CNEL and the on-site operations were compared to the City's Municipal Code noise standards. No exceedance or violation of the noise standards was found and no significant long-term noise impacts would occur. All potential noise impact sources were identified and properly evaluated. Please refer to Appendix F (*Noise Impact Analysis VIP Moreno Valley,* LSA Associates, Inc., March 2012) of the Draft EIR for more detailed analysis and discussion on these impacts.

Response to Comment D-74. The noise levels obtained from the 1987 edition of Noise Control for Buildings and Manufacturing Plants (Bolt, Beranek & Newman, 1987) represent a conservative analysis for construction equipment. Because of technology advancement, most current day construction equipment emits lower noise levels compared to the 1987 version. In addition, the project site is surrounded by vacant land or other non-noise-sensitive land uses such as industrial uses. Noise from the on-site construction activity would not result in any significant impacts to adjacent uses (Draft EIR, Section 4.4.5.4 Long-Term Operational Noise Impacts. Page 4.4-13).

Response to Comment D-75. As demonstrated in the Responses to Comments D-65 through D-74, no significant noise impacts would occur with the implementation of the mitigation measures for on-site construction and in addition the requirement of the applicant/contractor to follow the City's Municipal Code Mitigation is provided to reduce construction impacts as well. The land uses that are directly adjacent to the project site are not noise-sensitive and would not be significantly affected by project construction noise. Potential construction noise impacts on the nearest noise-sensitive receptor locations, i.e., existing residences approximately 1,000 feet to the north of the project site, have been adequately evaluated and no significant noise impacts were identified.

It should be noted that the *Moreno Valley Municipal Code* in Chapter 11.80.030 Prohibited Acts (Title 11). Sound level limits are established for both continuous and impulsive (momentary) sounds. The City prohibits grading activities between the hours of 8:00 p.m. and 7:00 a.m. and prohibits construction activities from 8:00 p.m. to 6:00 a.m. during the week and between 8:00 p.m. and 7:00 a.m. on weekends and holidays.

The City's Municipal Code, Section 8.14.040.E, specifies the hours of any construction within the City to occur only as follows: Monday through Friday (except for holidays that occur on weekdays), 6:00 a.m. to 8:00 p.m.; weekends and holidays (as observed by the City and described in Chapter 2.55 of the Municipal Code), 7:00 a.m. to 8:00 p.m., unless written approval is obtained from the City building official or City engineer. According to the City's Municipal Code Ordinance 8.21.050, grading permit requirements, the hours are limited to between 7 am and 6 pm weekdays and 8 am to 4 pm on weekends and holidays.

In addition the Draft EIR, page 4.4-17 states "*The nearest noise-sensitive receptor locations to the project site are existing residences approximately 1,000 feet to the north. These nearest residents may be subject to short-term, intermittent, maximum noise reaching 65 dBA L_{max}, generated by construction activities on the project site. The ambient noise associated with vehicular traffic and industrial uses in the project area would mask the majority of the construction noise from the project site. No significant construction noise impacts would occur if construction of the proposed project would occur within the permitted hours of 6:00 a.m. to 8:00 p.m. of any working day, and within the permitted hours of 7:00 a.m. and 8:00 p.m. on weekends and federal holidays. Compliance with the construction hours specified in the City's Municipal Code would result in construction noise impacts that are less than significant. While impacts would be considered less than significant as long as construction activities occur within the designated hours identified in the City's Municipal Code, mitigation measures [Mitigation Measures 4.4.6A – 4.4.6D] have been identified to reduce the noise*

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levels that would expose nearby sensitive receptors to noise levels in excess of the City's noise standards."

Response to Comment D-76. As demonstrated in the Responses to Comment D-74, no significant noise impacts would occur with the implementation of the mitigation measures for on-site construction. Therefore, it is not warranted to include these additional mitigation measures, because none of them would apply to this project.

Suggested Mitigation Measure	Response
1. Temporary noise barriers must be installed during project construction.	**Not required.** As indicated in the noise impact study, there are no noise-sensitive land uses in the immediate project neighborhood and no noise barriers would be required during project construction. The proposed project will comply with all mitigation measures identified and comply with applicable federal, State, and City guidelines.
2. Where technically feasible, utilize only electrical construction equipment.	**Not required.** As evaluated in the noise impact study, practical procedures will be taken for the onsite operations. There are no noise-sensitive land uses located in the immediate neighborhood of the project site. No noise impacts would occur.
3. During construction, the developer shall require that all contractors turn off all construction equipment and delivery vehicles when not in use and prohibit idling in excess of 3 minutes.	**Not required.** Construction equipment will be turned off when not in use. Idling for delivery vehicles will be limited to no more than 5 minutes per truck per trip per day, according to the requirements established by the California Air Resources Board.
4. Provide a "windows closed" condition requiring a means of mechanical ventilation (e.g. air conditioning) for all buildings.	**Not required, no nexus to the impact.** As indicated in the noise impact analysis, no significant operation noise impacts would occur for noise-sensitive land uses in the project vicinity. No mitigation measures are required.
5. Provide upgraded windows with a minimum Sound Transmission Class (STC) rating of 34 for all buildings, and/or require the installation of double-paned windows.	**Not required, no nexus to the impact.** As indicated in the noise impact analysis, no significant operational noise impacts would occur for noise-sensitive land uses in the project vicinity. No mitigation measures are required.
6. Keep new transportation facilities away from vibration sensitive areas.	**Not required, no nexus to the impact.** This comment does not apply to the project because no transportation facilities are being proposed.
7. When dealing with existing transportation facilities, obvious vibration causes, such as pot holes, pavement cracks, differential settlement in bridge approaches or individual pavement slabs, etc., may be eliminated by resurfacing.	**Not required, no nexus to the impact.** As indicated in the noise impact analysis, no significant operational noise impacts would occur for noise-sensitive land uses in the project vicinity. No mitigation measures are required.
8. Require the use of rubberized asphalt for construction of all roadways and parking areas.	**Not required, no nexus to the impact.** As indicated in the noise impact analysis, no significant operational noise impacts would occur for noise-sensitive land uses in the project vicinity. No mitigation measures are required.
9. Maintain quality pavement conditions that are free of bumps, pot holes, pavement cracks, differential settlement in bridge approaches or individual pavement slabs, etc.	**Not required, no nexus to the impact.** As indicated in the noise impact analysis, no significant operational noise impacts would occur for noise-sensitive land uses in the project vicinity. No mitigation measures

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Suggested Mitigation Measure	Response
	are required.
10. Require resurfacing of roads.	**Not required, no nexus to the impact.** As indicated in the noise impact analysis, no significant operational noise impacts would occur for noise-sensitive land uses in the project vicinity. No mitigation measures are required.
11. Ban heavy trucks near vibration sensitive uses.	**Not required, no nexus to the impact.** As indicated in the noise impact analysis, no significant operational noise impacts would occur for noise-sensitive land uses in the project vicinity. No mitigation measures are required.
12. Use alternate construction methods and tools to reduce construction vibrations. Examples are predrilling of pile holes, avoiding cracking and seating methods for resurfacing concrete pavements near vibration sensitive areas, using rubber tired as opposed to tracked vehicles, placing haul roads away from vibration sensitive areas.	**Not required.** There are no noise sensitive land uses in the immediate project vicinity. Noise and vibration associated with the proposed project would not result in any significant impacts to adjacent uses.
13. Scheduling construction activities (particularly pile driving) for times when it does not interfere with vibration sensitive operations (e.g. night time).	**Not required.** There are no noise sensitive land uses in the immediate project vicinity. Noise and vibration associated with the proposed project would not result in any significant impacts to adjacent uses.

Response to Comment D-77. Refer to Responses to Comments D-74 and D-76, no significant noise impacts would occur with the implementation of the mitigation measures for on-site construction. Mitigation Measure 4.4.6.1D "*During all project site construction activities, the construction contractor shall limit all construction-related activities that would result in high noise levels to between the hours of 6:00 a.m. and 8:00 p.m. on weekdays and between the hours of 7:00 a.m. to 8:00 p.m. on weekends and holidays, unless written approval is obtained from the City Building Official or City Engineer. For grading activity, the hours are limited to between 7:00 a.m. and 6:00 p.m. weekdays and 8:00 a.m. to 4:00 p.m. on weekends and holidays,"* is provided to ensure that the Municipal Code is implemented.

Response to Comment D-78. As demonstrated in the noise impact analysis, project-related traffic noise increases in the project vicinity would be small and not perceptible by the human ear (Draft EIR, Section 4.4.5.3 Long-Term Traffic Noise Impacts, page 4.4-10). Project on-site operational noise impacts were also found to be less than significant (Draft EIR Section 4.4.5.4 Long-Term Operational Noise Impacts, page 4.4-13). Since the projected 2013 traffic volumes include traffic trips from other cumulative projects in the project area, no significant project-related long term cumulative noise impacts would occur.

Response to Comment D-79. The commentor's referral to "traffic counts" is erroneous and is assumed he was referring to the "trip generation" of the project. The trip generation rates for High-Cube Warehouse were the modified National Association of Industrial and Office Properties (NAIOP) rates (based on a 2007 NAIOP letter summarizing the trip generation studies of 13 high-cube warehouses located in western Riverside County) that was approved by the City of Moreno Valley Transportation Engineering staff. The City's modified NAIOP rates are higher than the Institute of Transportation Engineers (ITE) *Trip Generation, 8th Edition* rates for High-Cube Warehouse, therefore the air pollution, greenhouse gas, and trip generation estimates for the proposed project are overstated resulting in a conservative analysis.

ITE *Trip Generation 8th Edition* is the standard used by City of Moreno Valley in determining project trip generation for new developments. When the initial version of the traffic study for the project was first prepared, the previous version, *7th Edition,* of *Trip Generation* was available. In the previous version, the high-cube warehouse category (land use 152) was not utilized because only p.m. peak hour data was available and the sample size was too small. Due to the lack of data with the high-cube warehouse rates, the City analyzed the 2007 NAIOP trip generation rate data and developed reasonable trip generation rates for high-cube warehouse reflecting a full standard deviation above the average rates disclosed in the 2007 NAIOP trip generation study. As stated above, the City's modified NAIOP rates are higher than the current ITE *Trip Generation 8th Edition* rates for high-cube warehouses. Further, the rate for High-Cube warehouse is dependent on the square footage of the building and not the number of dock doors or parking stalls.

Response to Comment D-80. The intersections analyzed in the EIR were based on discussion with City of Moreno Valley Transportation Engineering staff during the scoping process. Furthermore, intersections on Harley Knox Boulevard from Indian Street to Interstate 215 are not part of the 2010 Riverside County Congestion Management Program and were not included in the analysis. The traffic study did not include the intersection of Patterson Avenue/Harley Knox Boulevard in the analysis because project passenger vehicles and trucks will travel eastbound and westbound on Harley Knox Boulevard and would not make left- or right-hand turns to/from Patterson Avenue. For this reason, potential project impacts to the intersection were determined to be not substantial and the intersection was not included as a study intersection.

Caltrans requires analysis to a State highway facility if a project generates over 100 peak hour trips. The project generates over 100 peak hour trips at the Interstate 215/Harley Knox Boulevard interchange and was included in the Project's Traffic Impact Analysis. Project traffic at Cactus Avenue and Ramona Expressway are less than 100 peak hour trips and were not included in the Draft EIR. Based on the City of Moreno Valley Traffic Impact Analysis guidelines, a General Plan Build-out analysis was not required since the project did not propose a General Plan Amendment or Zone Change.

Response to Comment D-81. It appears the commentor is incorrectly stating that analysis of local intersections, local roadways, freeway mainline segments, and freeway merge/diverage areas as conducted in the EIR constitutes segmenting. The comment is therefore unclear and needs refinement to warrant a response.

Nonetheless, the traffic analysis conducted for the project examined project impacts on existing baseline conditions and year 2013 cumulative conditions. For the each time horizon, a.m and p.m. peak hour impacts were assessed based on a level of service analysis of local intersections, local roadways, freeway mainline segments, and freeway merge/diverage areas.

Response to Comment D-82. As stated in the Project TIA *(Traffic Study VIP Moreno Valley,* LSA Associates, Inc., April 9, 2012*)*, the payment of DIF and TUMF fees is considered the appropriate mechanism for the project to contribute to future roadway improvements, resulting in full and complete mitigation of project-specific impacts. The timing to use the TUMF and DIF fees is established through the capital improvement plan (CIP) overseen by the City, which uses traffic counts, trends, and review of traffic accidents to determine the project priority of the improvements. Project priority categories in the City's CIP include essential (start within 1 year), necessary (start within 1 to 3 years), desirable (start within 3 to 5 years), and deferrable (start within 5 to 10 years).

As stated in the Level of Significance After Mitigation following Mitigation Measures 4.5.6.1A and 4.5.6.1B (see page 4.5-19 of the Draft EIR), improvements to Perris Boulevard are out to bid to potential construction contractors, with construction of the improvement anticipated to finish in May of

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2013. Page 4.5-19 of the of the Draft EIR also notes that these improvements to Perris Boulevard for the existing plus project condition are consistent with the City's General Plan and are included in the County's TUMF program. The Draft EIR goes on to note that a portion of the City's DIF is allocated toward funding improvements to the City's transportation system, and the specific improvements are based on the General Plan Circulation Element. For these reasons, the Draft EIR concluded that the project's impacts to affected roadway segments (Perris Boulevard) will be mitigated through payment of the City's DIF and the County's TUMF.

As stated in the Level of Significance After Mitigation following Mitigation Measures 4.5.6.2A (see page 4.5-27 of the of the Draft EIR), the improvements defined to maintain the applicable level of service standard at local intersections and roadways in the 2013 cumulative plus project condition will be built per the City's DIF and County's TUMF programs. Payment of these fees in accordance with Mitigation Measures 4.5.6.1A and 4.5.6.1B was therefore determined to be full and complete mitigation of project impacts to roadway segments and intersections in the 2013 cumulative plus project condition. The intersections and roadway segments on Perris Boulevard and Indian Street are included in the City of Moreno Valley's CIP and are planned to be funded by DIF and TUMF. The intersections and roadway segments on Harley Knox Boulevard are included in the City of Perris' "North Perris Road and Bridge Benefit District" and are also planned to be funded by DIF and TUMF. However, the Draft EIR notes that the necessary improvements to freeway segments are outside the City's jurisdiction and therefore the City has no control over when or how these improvements will be put in place, the impacts to freeways would remain significant and unavoidable until such improvements are built.

It should also be noted that the City also uses other funding sources for future roadway improvements such as Measure "A" (Fund 125), gas tax fund (Fund 121), SCAG Article 3 (SB 821 Grant Awards), proposition 42 replacement funds (Fund 224), CDBG (Fund 285), general city capital projects fund (Fund 412), and public works general capital projects fund (Fund 414). Furthermore, the Perris Boulevard widening project that is expected to begin construction in July 2012 is anticipated to be 100% paid for by TUMF funding (CIP 2012-2013). Improvements in the City that are covered by DIF funds in the CIP 2012-2013 include Cactus Avenue EB improvements/I-215 to Veterans Way, Cactus Avenue EB improvements/Veterans Way to Heacock Street, and Day Street Widening, Heacock Street/Perris Valley Storm Drain to Cactus Avenue, and Ironwood Avenue/Perris Boulevard to Nason Street.

The commentor assumes that all cumulative projects will be built by 2013 and therefore all roadway improvements recommended in the project TIA will be required by 2013. However, the cumulative (2013) scenario analyzed in the project's TIA analysis is a scenario required by the City and doesn't represent real world conditions where most cumulative projects won't be built by 2013 and therefore all improvements won't be required.

Response to Comment D-83. Please refer to the Response to Comment D-82.

Response to Comment D-84. Please refer to the Response to Comment D-82.

Response to Comment D-85. Please refer to the Response to Comment D-82.

Response to Comment D-86. Please refer to the Response to Comment D-82.

Response to Comment D-87. The commentor appears to be suggesting that, because the proposed project exceeds SCAQMD construction and operational emission thresholds, it cannot be consistent with SCAQMD's AQMP. The purpose of the daily thresholds is to provide benchmarks against which to examine a project's short-term (construction) and long-term (operational) air quality impacts as part

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of the CEQA process. The purpose of the AQMP is to provide regulation and guidance for achieving federal and state criteria attainment status in the future. The daily thresholds and the AQMP therefore serve two separate and distinct purposes. The land uses proposed by this project are consistent with the local and regional plans that form the basis for the AQMP (i.e., the City's General Plan and SCAG's Regional Comprehensive Plan and Regional Transportation Plan). Therefore, the proposed project is consistent with the AQMP. However, the SCAQMD has also established daily thresholds for construction and operational air pollutant emissions that, if exceeded, represent a significant air quality impact under CEQA. As described in the project's air quality study and the EIR Section 4.2 Air Quality, the proposed project exceeds one or more daily thresholds for both construction and operations. Therefore, the project can be consistent with the AQMP as well as exceed daily thresholds for construction and operational air pollutant emissions. Also refer to Response to Comment D-46 for a discussion on the project's consistency with the AQMP.

Response to Comment D-88. The proposed project will create jobs, providing the opportunity for City of Moreno Valley residents to find employment close to their homes. Although the quantity of commute travel reduction is virtually impossible to calculate, the project will create the potential for reduction in commuting distances for employees that reside in the City or in other municipalities near the project site. Regarding traffic impacts, see Response to Comment D-83. The City has determined that payment of DIF and TUMF fees is considered the appropriate mechanism for the project to contribute to future roadway improvements, resulting in full and complete mitigation of project-specific impacts.

Response to Comment D-89. The commentor opines that the goal of "diversifying the region's economy" is not satisfied by "add[ing] to the City's portfolio of industrial services." As stated in *CEQA Guidelines,* Section 15151, "… an evaluation of the environmental effects of a proposed project need not be exhaustive, but the sufficiency of an EIR is to be reviewed in the light of what is reasonably feasible. Disagreement among experts does not make an EIR inadequate." The commentor is selective in which part of the goal is focused on and fails to take the entirety of all the economy goals into consideration. The full goal from which "diversifying the region's economy" was pulled from is as follows:

"**Goal** Promote sustained economic health through diversifying the region's economy, strengthening local self-reliance and expanding competitiveness."

The EIR does not make the assertion that the addition of the project would diversify the region's economy. Furthermore, it appears that the goal is to promote sustained economic health through a three pronged approach – diversifying the region's economy, strengthening local self-reliance, and expanding competitiveness. As stated on Draft EIR page 5-10, "…*the proposed project would add to the City's portfolio of industrial services, which would enable the City to be more self-reliant through the provision of goods and services to residents within the City. Through the addition of the proposed project, the City would also expand its economic competitiveness with other areas in the region. Therefore, the proposed project is consistent with this policy.*"

These statements are supported by analysis contained in the Draft EIR. Specifically, the analysis contained in the Economy Chapter (Draft EIR page 5-10) identifies the number of jobs that would be created as part of the project and the balancing of the jobs to housing ratio in the City which generally would allow for the City to be more self-reliant. As identified in Table 2.C of the Draft EIR (Cumulative Projects List page 2-34), there are multiple warehousing projects within adjacent jurisdictions (e.g. City of Perris, City of Riverside, and County of Riverside). The addition of the proposed project would enable the City to offer a similar type of warehousing stock in comparison to other areas in the region.

Lastly, the commentor does not offer any specific detail as to how the analysis contained in this section is unsupported. The analysis contained in the Draft EIR represents a good faith effort at full disclosure and no further response is required.

Response to Comment D-90. The commentor states that Draft EIR fails to evaluate how the project is consistent with the Compass Growth Vision Principles. Table 5.D has been added to the EIR (Section 3.0 Errata in the Final EIR) indicating the proposed project's consistency with the Compass Growth Vision Principles. No further response is required.

Draft EIR, Section 5 5.4 Consistency With Local And Regional Plans, Page 5-12:

> ~~The proposed project is consistent with the four principles identified above. The nature of the proposed project allows the transport of commodities from a single area rather than multiple areas, minimizing vehicle trip generation. The proposed project supports the prosperity for all people by providing employment opportunities close to existing housing within the City of Moreno Valley. The proposed project is located in an area that is already developed with urban uses and where existing infrastructure (freeway, sewer, electrical, water, etc.) is accessible. During the construction of the project and as needed throughout the process, necessary utility and roadway improvements will be installed or extended to the project site from adjacent existing facilities. The utility and roadway improvements will facilitate future growth in the surrounding area. The development of the proposed project is consistent with the land use vision for the site and will augment existing services available in the City and region.~~

In addition, a new table (Table 5.D: Compass Growth Vision Report Consistency) has been added as follows.

Table 5.D: Compass Growth Vision Report Consistency

Policy	Consistency Analysis
Principle 1: Improve mobility for all residents. • Encourage transportation investments and land use decisions that are mutually supportive. • Locate new housing near existing jobs and new jobs near existing housing. • Promote a variety of travel choices.	The project is consistent with this principle. The actions associated with implementation of the proposed project would allow for warehousing uses to be clustered around other industrial and commercial uses and would encourage a reduction of vehicle miles traveled within the City. Implementation of the project would create approximately 646 jobs. Existing housing is located approximately 1 mile to the north and 2 miles to the south of the project site. The project is consistent with this portion of Principle 1. There are a number of transit-oriented strategies that could be implemented by the proposed project to encourage alternate modes of travel, including informational strategies, incentives, and services. (Refer to Mitigation Measure 4.2.6.3A).

Table 5.D: Compass Growth Vision Report Consistency

Policy	Consistency Analysis
Principle 2: Foster livability in all communities. • Promote developments which provide a mix of uses. • Promote "people scaled, "walkable communities. • Support the preservation of stable, single-family neighborhoods.	The project is consistent with the applicable portions of this principle. The proposed project is a warehousing project and does not include any residential uses. Therefore, the project is not considered to be a mixed use project and this portion of Principle 2 is not applicable to the project. The project site is located in an industrial warehouse area. The project would include sidewalks so that the opportunity of being walkable within this warehouse area is possible. Therefore, the project is consistent with this portion of Principle 2. The proposed project is a warehousing project and does not include any residential uses. Therefore this portion of Principle 2 is not applicable to the project.
Principle 3: Enable prosperity for all people. • Provide in each community a variety of housing types to meet the housing needs of all income levels. • Support educational opportunities that promote balanced growth. • Ensure environmental justice regardless of race, ethnicity, or income class. • Support local and state fiscal policies that encourage balanced growth. • Encourage civic engagement.	Based on the information provided below, this principle is not applicable to the project. The proposed project is a warehousing project and does not include any residential or educational uses. Therefore this portion of Principle 3 is not applicable to the project. The project site is vacant and the project located in an area identified for industrial and commercial uses. Therefore, this issue not applicable to the project. The supporting of local and state fiscal policies and the encouragement of civic engagement is at the City level not the project level. Therefore, this portion of the principle is not applicable to the project.
Principle 4: Promote sustainability for future generations. • Focus development in urban centers and existing cities. • Develop strategies to accommodate growth that uses resources efficiently, eliminate pollution and significantly reduce waste. • Utilize "green" development techniques.	The project is consistent with this principle. The proposed project is located in an area that is already developed with urban uses and where existing infrastructure (freeway, sewer, electrical, water, etc.) is accessible. Mitigation Measure 4.3.1.6B requires the project to implement various sustainability strategies and "green" development techniques that uses resources efficiently, eliminates pollution, and reduces waste.

Response to Comment D-91. See Response to Comment D-53. The import of fill (220,000 cubic yards) to the project site was considered in the evaluation of the air quality impacts attributable to the proposed project (Section 4.2 Air Quality, page 4.2-20) The 80,000 cubic yards of fill that is currently on-site is considered the baseline (existing on-site conditions) and this fill was imported to the project site as part of a previously approved stockpile permit (page 3-3) that predated the proposed project.

Response to Comment D-92. As noted in Response to Comment D-11, the commentor incorrectly asserts that the environmentally superior alternative meets most project objectives and must be approved instead of the proposed project. Although the City concedes that the environmentally superior alternative (reduced density) will result in reduced air pollution and GHG emissions, it bears

noting that impacts associated with these issues would remain significant and unavoidable for air quality, global climate change, and traffic in the same manner as the proposed project (see Table 6.K, page 6-31). The significant and unavoidable project impacts associated with greenhouse gas emissions and traffic cannot be reduced to less than significant though reduction in the size of the project. However, the significant and unavoidable project impacts associated with air quality can be eliminated if the project is reduced to approximately 90,000 square feet (based on a linear reduction in the project's 990 pounds per day of operational NO_x emissions to below the 55 pounds per day threshold).

The commentor mistakenly claims that the reduced intensity alternative (Alternative 2) would meet the following project objectives: "Provide a high density, high-quality large-scale industrial development to provide jobs for residents at a variety of income levels" and "Cluster industrial warehouse uses near efficient access points to the state highway system to reduce traffic congestion on surface streets and to reduce concomitant air pollutant emissions from vehicle sources reduces impacts to air quality, global climate change, and traffic." This is due to the fact that reduced-intensity development patterns are in concept diametrically opposite of the highly dense form of development patterns that are characteristic of clustered development. Said another way, the reduced intensity alternative would result in use of the entire project site in an inefficient manner with associated negative effects such as sprawl.

Response to Comment D-93. The commentor mistakenly claims that there is no basis for the Draft EIR statement that the reduced intensity alternative would have impacts similar to the proposed project. As shown in Table 6.K, the reduced intensity alternative (Alternative 3) would reduce impacts to air quality, global climate change, and traffic. This is due to the reduction in the air pollution emissions, greenhouse gas emissions, and trip generation attributable to the alternative linearly related to the reduction in building square footage (1,616,133 square feet versus 1,212,100 square feet). However, the significant and unavoidable impacts associated with this alternative would remain, similar to the proposed project.

Response to Comment D-94. See Response to Comment D-92.

Response to Comment D-95. See Response to Comment D-93. The significant and unavoidable air quality, global climate change, and traffic impacts associated with the reduced intensity alternative would remain, similar to the proposed project.

Response to Comment D-96. It is not clear as to what the commentor is attempting to point out. If the commentor is suggesting that an alternative be examined that couples both a reduction in development intensity and at an alternative site, the City disagrees. The purpose of the alternative site is to examine the possibility of reducing project impacts by moving it to an alternate location.

Response to Comment E-97. The commentor has attached various references. No response is required.

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June 3, 2012

RE: VIP Moreno Valley project's Draft Environmental Impact Report (DEIR).

The Sierra Club appreciates this opportunity to comment on this DEIR. Much of what you will read below was in our NOP comments, but we feel they were not adequately addressed. We hope to read your responses in the FEIR which do fully answer our comments, concerns, suggestions and questions. Most of our concerns are about Global Warming, Climate Change, Greenhouse Gas Pollution and Air Pollutant emissions. These concerns can be read below and we expect this project to do everything possible to mitigate these problems in our non-attainment area. Your NOP mentions that the consumption of electricity by this warehouse "would generate air pollutant emissions." While the Sierra Club understands that you "expect to reach LEED certified rating", we do not understand why you do not match the higher Gold LEED certification recently agreed to by the Alessandro Business Center warehouse in the City of Riverside or even the LEED Silver of Skechers. In fact your words do not guarantee anything about even reaching the lowest level of LEED certification. The City needs to require you to hire a LEED expert and then require you to become LEED certified--hopefully higher than just certified. You could pay less than $1,000 and lock in current LEED standards for your building. Through the installation of solar panels and other LEED ideas you could avoid generating air pollutants with the electricity you consume. This warehouse and all warehouses need to be required to have their roofs built to accommodate the maximum number of solar panels. You are now able to sell excess energy back and earn money as well as do right for our non-attainment area. The DEIR indicates that the "proposed project would unavoidably contribute to significant long-term cumulative air quality impacts."(p 4.2-29) The Sierra Club does not believe it is totally unavoidable. The fact you are given a cafeteria list of mitigations to chose from shows that there is more that could and should be done to protect the health of area residents. Why isn't there a requirement to exceed Title 24 by at least 25% instead of just "exceed" Title 24? (p 4.3-25) Agreeing to require 90% of your off road construction equipment meet Tier III standards would also significantly help our non-attainment city and county. Your DEIR only mentions Tier II and therefor it shows you are not serious about the health of the area's residents.

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Continuing to pave over Prime Agricultural lands as well as those of Local and State Importance must be mitigated. Having locally grown products also cuts down on the Climate Change problems mentioned above and below. Recently a developer donated $100,000 to the Riverside Land Conservancy to help mitigate for the loss of Ag Lands. The San Jacinto Basin Resource Conservation District is another entity which would use your monetary donation to mitigate the loss of important Ag lands as well as the loss of lands for raptor foraging. It is therefore incorrect to say that "no feasible mitigation is available." Please consider how your project will seriously mitigate you impacts to Agriculture. You should also make sure your parking provides ample reserved spaces for several form of cars using alternative fuels. Their parking lot also needs to be made of porous material to help with ground water recharge and to lessen run off. 7 8 9

The Sierra Club appreciates that you have the World Logistic Center on your Cumulative Project List. We, however, do not believe all of your analysis have included this massive project. The FEIR will be inadequate unless this and all other projects are part of the analysis in each area of the FEIR. I also did not see the Pro Logis project listed which would be located near the Moreno Valley Auto Mall. Since some of Moreno Valley's designated truck routes pass by schools and their playgrounds, the Sierra Club expects the FEIR to explain what requirements will be placed on the tenants to avoid this very toxic situation as well as the truckers who will deliver/pickup products for your warehouse. The FEIR needs to show the walking/bicycling routes students take to and from school as well as show how this project's diesel truck traffic will impact the health of these students. There are two schools which are only about one mile from the project as well as others which may have students impacted by VIP's toxic diesel trucks. The projects distance from homes needs to be easily understood as well as all the paths trucks could take to the warehouse. Requiring staging areas for diesel equipment to be only a couple of hundred feet from sensitive receptors is inadequate for the health of Moreno Valley Residents. How will you protect the warehouse workers from the long term health affects of breathing toxic diesel emissions throughout their workday and employment? What equipment will you make sure is electric instead of diesel or gasoline in order to lessen pollution and better protect the workers--this includes gardening equipment? The FEIR needs to explain how noise barriers used during construction and use of the warehouse could lessen impacts identified in the Initial Study. Impacts to our local streets as well as our very crowded freeways need to be explained so the average citizen will understand. The FEIR-not just appendices- needs to show the length of trips the diesel trucks will be taking when driving to and from the warehouse as well as their routes. We need to know the maximum number of tucks which will use this warehouse each workday and not just after the first year, but when the warehouse is being used to its maximum capacity during peak times of the year. Your traffic analysis is inadequate unless it includes all of SR 60 which border any part of Moreno Valley. This two and three lane roadway will be significantly affected by VIP traffic-especially when part of cumulative impacts. Decision makers have a right to know before they vote that the section of SR 60 passing through Moreno Valley will become a parking lot with significant pollution. Even your own analysis of some major intersection in our City show they will become LOS F by 2013. Simply paying into a pot of money which may not be used in the impacted part of Moreno Valley does not mitigate your traffic. 10 11 12 13 14 15 16 17 18 19 20

The land should not be disced or graded for at least six months prior to doing the Burrowing Owl survey otherwise many will believe you are just making it difficult on this special animal as well as making it more likely it will be listed as endangered. The Sierra Club believes the FEIR will 21 22

be inadequate unless our concerns and issues found throughout this letter are thoroughly addressed within the document. 22

I. THE DEIR MUST ADEQUATELY ADDRESS THE IMPACTS OF GLOBAL WARMING AND CLIMATE CHANGE

As a potential significant impact, the Final EIR (FEIR) must more thoroughly evaluate alternatives and mitigation measures that would reduce the Project's greenhouse gas emissions. Curbing greenhouse gas emissions to limit the effects of climate change is one of the most urgent challenges of our time. Fortunately, the California Environmental Quality Act ("CEQA"), Cal. Pub. Res. Code ¤¤ 21000 et seq., 14 Cal. Code Regs. ¤ 15000 et seq. ("Guidelines"), set forth a clear and mandatory process to address the Project's greenhouse gas and global warming impacts. This letter sets forth how this analysis should be completed. 23

A. THE DEIR MUST ADEQUATELY SET FORTH THE THREAT OF GREENHOUSE GAS POLLUTION AND GLOBAL WARMING

The FEIR must discuss the grave threats posed by global warming to California and the world. Current scientific consensus on climate change has now determined that the link between greenhouse gas emissions and global warming is highly certain. In California, elected leaders, through Executive Order S-03-05 and the California Global Warming Solutions Act of 2006 (AB 32), have also squarely linked greenhouse gases with global warming. 24

In order to conform to CEQA's informational mandates and properly inform the public and decision makers of the significance of the Project's contribution to greenhouse gases, the DEIR must first adequately discuss the threat posed by greenhouse gas emissions and avoid minimizing or discounting the severity of global warming's impacts. *See* Guidelines ¤ 15151. *See, e.g., Laurel Heights Improvement Ass'n v. Regents of Univ. of Cal.* ("Laurel Heights I"), 47 Cal.3d 376, 392 (1988) (EIR is intended "to demonstrate to an apprehensive citizenry that the agency has, in fact, analyzed and considered the ecological implications of its action."); Guidelines ¤ 15151 (requiring an FEIR be detailed, complete, and reflect a good faith effort at full disclosure). A discussion of global warming impacts need not be lengthy, but should, at a minimum, convey the magnitude of the threat posed by global warming to humans and the environment. For the City's convenience, a scientific background on global warming and the specific threats posed to California is provided below. 25 26

i. Scientific Background on Climate Change

There is no longer credible scientific dispute that the climate is warming. In its most recent assessment, the Intergovernmental Panel on Climate Change ("IPCC") concluded that "[w]arming of the climate is unequivocal, as is now evident from observations of increases in global average air and ocean temperatures, widespread melting snow and ice, and rising mean sea level." (IPCC 2007a). Expressed as a global average, surface temperatures have increased by about 0.74°C over the last hundred years, with 11 of the 12 warmest years on record having occurred in the past 12 years (IPCC 2007a). In September 2007, Arctic sea ice plummeted to a record-low level not anticipated by most climate models until 2050, leading scientists to predict 27

that the Arctic could be ice-free in summer by 2030 (National Snow & Ice Data Center 2007).[1] Other observed consequences of the warming climate include sea level rise, increased frequency of droughts, floods, and heat waves and substantial increases in the duration and intensity of hurricanes (IPCC 2007a).

The IPCC now states with "very high confidence" that most of the warming observed over the past 50 years is the result of human generation of greenhouse gases, including carbon dioxide, methane, and nitrous oxide[2] (IPCC 2007a). The rapid warming observed since the 1970s has occurred in a period when the increase in greenhouse gases has dominated over all other factors (IPCC 2007a). The largest known contribution to global warming is from carbon dioxide (IPCC 2007a). Fossil fuel combustion is responsible for more than 75% of human caused carbon dioxide emissions with the remainder due to land-use change (primarily deforestation) (IPCC 2007a). The global atmospheric concentration of carbon dioxide has increased from a pre-industrial value of about 280 parts per million (ppm) to 379 ppm in 2005, a level that has not been exceeded during the past 650,000 years (during which carbon dioxide concentrations remained between 180 and 300 ppm). (IPCC 2007a; Canadell et al. 2007). In 2006, carbon dioxide concentrations reached a new high of 381.2 ppm (World Metrological Organization 2007). As greenhouse gas concentrations increase, more heat reflected from the earth's surface is absorbed by these greenhouse gases and radiated back into the atmosphere and to the earth's surface.[3] Consequently, the higher the level of greenhouse gas concentrations, the larger the degree of warming experienced.

At current growth rates and continued reliance on fossil fuels, atmospheric concentrations of carbon dioxide would likely exceed 1,000 ppm by the end of the century, resulting in an average global temperature increase of more than 5°C (United Nations Foundation & Sigma XI 2007). This is equivalent to the change in temperature since the last ice age – an era in which Europe and North America was under more than one kilometer of ice (United Nations Foundation & Sigma XI 2007). The growing consensus among climate scientists is that the threshold for dangerous climate change, whereupon a potential "tipping point" is reached and ecological changes become dramatically more rapid and out of control, is estimated at a temperature increase of around 2°C from pre-industrial levels, or an atmospheric concentration of carbon dioxide of approximately 450 ppm (United Nations Foundation & Sigma XI 2007; IPCC 2007c). In 2006, Dr. James E. Hansen, Director of the NASA Goddard Institute for Space Studies, and NASA's top climate scientist, stated: "In my opinion there is no significant doubt (probability > 99%) that . . . additional global warming of 2° C would push the earth beyond the tipping point and cause dramatic climate impacts including eventual sea level rise of at least several meters, extermination of a substantial fraction of the animal and plant species on the planet, and major regional climate disruptions" (Hansen et al. 2006). More recently however, given the recent unpredicted and extreme rate of loss of arctic ice observed in 2007, Dr. Hansen

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[1] Based on the startling loss of sea ice in 2007, some scientists have predicted that "the Artic Ocean could be nearly ice-free at the end of the summer by 2012." Seth Borenstein, *Ominous Arctic Melt Worries Experts*, Associated Press, Dec. 11, 2007.

[2] *IPCC, 2007: Summary for Policymakers, in* CLIMATE CHANGE 2007: THE PHYSICAL SCIENCE BASIS, CONTRIBUTION OF WORKING GROUP I TO THE FOURTH ASSESSMENT REPORT OF THE INTERGOVERNMENTAL PANEL ON CLIMATE CHANGE at 4 (Susan Solomon et al. eds., Cambridge Univ. Press 2007) at 2-3. "Very high confidence" is defined at "at least a 9 out of 10 chance of being correct." *Id.* at 3 n.7.

[3] Greenhouse gases have a warming effect because, when solar radiation is reflected by the earth, greenhouse gases capture this thermal radiation and reradiate it back to earth, much like the effect of a common garden greenhouse resulting in the "greenhouse effect."

concluded that "the safe upper limit for atmospheric CO_2 is no more than 350 ppm" (McKibben 2007). Moreover, according to Hansen, just 10 more years of "business-as-usual" global emissions will make it difficult, if not impossible, to keep atmospheric concentrations of greenhouse gases at levels necessary to avoid a temperature increase above 2°C (Hansen et al. 2007).

Keeping the climate within the 2°C threshold requires significant reductions in the world's greenhouse gas emissions. To reach this objective, it is estimated that developed countries would have to target an emissions peak between 2012 and 2015, with 30 percent cuts by 2020 and 80 percent cuts from 1990 levels by 2050 (United Nations Foundation & Sigma XI 2007). In recognition of need for immediate action, California has committed itself though Executive Order S-3-05 and the California Global to reduce the state's emissions to 1990 levels by 2020 and by 80% reductions from 1990 levels by 2050. Ca. Health & Safety Code ¤ 38550; Cal. Executive Order S-3-05 (2005).

The costs of taking no action to reduce greenhouse gas emissions far outweigh the costs of stabilizing emissions. The Stern Review of the Economics of Climate Change, a comprehensive report commissioned by the British government, recently concluded that allowing current emissions trajectories to continue unabated would eventually cost the global economy between 5 to 20 percent of GDP each year within a decade, or up to $7 trillion, and warned that these figures should be considered conservative estimates (Stern 2006). By contrast, measures to mitigate global warming by reducing emissions were estimated to cost about one percent of global GDP each year, and could save the world up to $2.5 trillion per year (Stern 2006). The Stern Report determined that if no action is taken to control greenhouse gas emissions, each ton of CO_2 emitted causes damage worth at least $85 (Stern 2006). 27

ii. Impacts to California from Global Warming

Climate change poses enormous risks to California. Scientific literature on the impact of greenhouse gas emissions on California is well developed.[4] The California Climate Change Center ("CCCC") has evaluated the present and future impacts of climate change to California and the project area in research sponsored by the California Energy Commission and the California Environmental Protection Agency (Cayan et al. 2007). The severity of the impacts facing California is directly tied to atmospheric concentrations of greenhouse gases (Cayan et al. 2007; Hayhoe et al. 2004). According to the CCCC aggressive action to cut greenhouse gas emissions today can limit impacts, such as loss of the Sierra snow pack to 30%, while a businessas-usual approach could result in as much as a 90% loss of the snowpack by the end of the century. As aptly noted in a report commissioned by the California EPA:

Because most global warming emissions remain in the atmosphere for decades or centuries, the choices we make today will greatly influence the climate our children and grandchildren inherit. The quality of life they experience will depend on if and how rapidly California and the rest of the world reduce greenhouse gas emissions (Cayan et al. 2007).

Some of the types of impacts to California and estimated ranges of severity – in large part dependent on the extent to which emissions are reduced – are summarized as follows:

• A 30 to 90 percent reduction of the Sierra snowpack during the next 100 years, including earlier melting and runoff.

• An increase in water temperatures at least commensurate with the increase in air

[4] Additional reports issued by California agencies are available at http://www.climatechange.ca.gov, and IPCC

temperatures.
• A 6 to 30 inch rise in sea level, before increased melt rates from the dynamical properties of ice-sheet melting are taken into account.
• An increase in the intensity of storms, the amount of precipitation and the proportion of precipitation as rain versus snow.
• Profound impacts to ecosystem and species, including changes in the timing of life events, shifts in range, and community abundance shifts. Depending on the timing and interaction of these impacts, they can be catastrophic.
• A 200 to 400 percent increase in the number of heat wave days in major urban centers.
• An increase in the number of days meteorologically conducive to ozone (O_3) formation.
• A 55 percent increase in the expected risk of wildfires (Cayan et al. 2007).
By providing details as to the ranges of proposed impacts, and indicating that the higher-range of impact estimates are projected if greenhouse gas emissions continue to increase under a "business as usual" scenario, decision-makers and the public will be better informed of the magnitude of the climate crisis and the urgency with which it must be addressed. 27

Finally, the DEIR should also include a brief discussion of other laws to address climate change, including California's mandate to reduce emissions to 1990 levels by 2020 and goal of further reducing emissions to 80% below 1990 levels by 2050. Achievement of state mandated emissions reductions will be severely impeded if agencies across the state continue to approve *new* projects without incorporating measures to reduce the added emissions created by these. 28

B. The EIR the Project Must Include an Inventory and Analysis of the Project's Projected Greenhouse Gas Emissions

The first step in determining a project's greenhouse gas pollution impact is to complete a full inventory of all emissions sources. In conducting such an inventory, all phases of the proposed project must be considered. *See* 14 Cal. Code Regs. ¤ 15126. 29 A basic requirement of CEQA is that "[a]n EIR should be prepared with a sufficient degree of analysis to provide decision-makers with information which enables them to make a decision which intelligently takes account of environmental consequences." 14 Cal. Code Regs. ¤ 15151. 30 The greenhouse gas inventory for a project must include a complete analysis of all of a project's substantial sources of greenhouse gas emissions, from building materials and construction emissions to operational energy use, vehicle trips, water supply and waste disposal. 31

A greenhouse gas inventory for the project must include the project's direct and indirect greenhouse gas emissions. *See* 14 Cal. Code Regs ¤ 15358(a)(1) (Indirect or secondary effects may include effects related to induced changes in the pattern of land use, population density, or growth rate, and related effects on air and water and other natural systems, including ecosystems.). 32 Consequently, a complete inventory of a project's emissions should include, at minimum, an estimate of emissions from the following:
• Fugitive emissions of greenhouses gases, such as methane, from the proposed project;
• Emissions during construction from vehicles and machinery;
• Manufacturing and transport of building materials;
• Electricity generation and transmission for the heating, cooling, lighting, and other energy demands of the project;
• Water supply and transportation to the project; 33

• Vehicle trips and transportation emissions generated by the project;
• Wastewater and solid waste storage or disposal, including transport where applicable; and
• Outsourced activities and contracting. 33

Methodologies are readily available to inventory the emissions from the proposed project. In its recent white paper, CEQA & Climate Change, Evaluating and Addressing Greenhouse Gas Emissions from Projects Subject to the California Environmental Quality Act (Jan. 2008), the California Air Pollution Control Officers Association (CAPCOA) set forth methodologies for analyzing greenhouse gas pollution (CAPCOA 2008) The California Office of Planning and Research ("OPR") has also released technical guidance on the preferred approach for analyzing greenhouse gas emissions and climate change entitled "Technical Advisory, CEQA and Climate Change: Addressing Climate Change through California Environmental Quality Act Review" (California OPR 2008). OPR also provides references to methodologies to quantify greenhouse gas emissions. In addition to the methodologies set forth by CAPCOA and OPR, ICLEI's Clean Air/Climate Protection (CACP) software allows cities to calculate emissions reductions, track and quantify emission outputs, and develop emissions scenarios to inform the planning process.[5] As noted in the ICLEI Climate Action Handbook, "Expertise in climate science is not necessary" to conduct an emissions inventory and compare this inventory against a forecast year (ICLEI). "A wide range of government staff members, from public works to environment and facilities departments, can conduct an inventory" (ICLEI). ICLEI also provides technical assistance and training to local government using the CACP software. It is incumbent on the City to "disclose all it can" about project impacts and educate itself on methodologies that are available to measure project emissions. *Berkeley Keep Jets Over the Bay Comm. v. Board of Port Comm'rs ("Berkeley Jets")*, 91 Cal. App. 4th 1344, 1370 (2001). 34

As with any other project under CEQA, the baseline used for analyzing the impacts of a project is the existing on the ground environmental conditions at the time of the NOP. *See Environmental Planning & Information Council v. County of El Dorado (EPIC)*, 131 Cal.App.3d 350, 355 (1982) (effect of general plan amendment must be compared against actual environment, not assumptions in existing general plan). Accordingly, the DEIR should compare emissions from existing conditions with those that would result from the development of the project, as well as those that would occur under any proposed alternative scenarios. Because the Project envisions development over a long period, the EIR should also provide data on the trajectory for emissions in the planned community and under each proposed alternative in five-year increments. 35 36

Without a complete inventory, the DEIR cannot adequately inform the public and decision-makers about the Project's impacts. Similarly, without a complete inventory and analysis of greenhouse gas emissions that will result from the project, there is simply no way that The EIR can then adequately discuss alternatives, avoidance, and mitigation measures to reduce those impacts. 37

C. THE EIR MUST ADDRESS THE IMPACT GLOBAL WARMING WILL HAVE

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[5] ICELI's Clean Air/Climate Protection software is available at http://www.cacpsoftware.org/ ICLEI-Local Governments for Sustainability is an international association of more than 650 local governments. Cities, counties, towns and villages around the world are members of ICLEI. ICLEI's mission is to improve the global environment through local action. On the issue of global warming, for example, ICLEI provides resources, tools, peer networking, best practices, and technical assistance to help local governments measure and reduce greenhouse gas emissions in their communities.

ON THE PROJECT

California's temperatures are expected to rise "dramatically" over the course of this century (Cayan 2007). These factors will impact the planned project, as well as exacerbate its own environmental impacts.

The rise in temperatures resulting from global warming will create a more conducive environment for air pollution formation (Cayan 2007). This will intensify the adverse effects the proposed project will already have on air quality in the project area and threaten residents' health (Cayan 2007).

Significantly for the state, as well as the project area, is global warming's impact on water supply. The IPCC specifically identified the American West as vulnerable, warning, "Projected warming in the western mountains by the mid-21st century is very likely to cause large decreases in snowpack, earlier snow melt, more winter rain events, increased peak winter flows and flooding, and reduced summer flows" (IPCC 2007b). Recently, researches found that an increase in atmospheric greenhouse gases has contributed to a "coming crisis in water supply for the western United States" (Barnett 2008). Using several climate models and comparing the results, the researches found that "warmer temperatures accompany" decreases in snow pack and precipitation and the timing of runoff, impacting river flow and water levels (Barnett 2008). These researchers concluded with high confidence that up to 60 percent of the "climate related trends of river flow, winter air temperature and snow pack between 1950-1999" are human-induced.

(Barnett 2008). This, the researchers wrote, is "not good news for those living in the western United States" (Barnett 2008). 38

The California Center on Climate Change has also recognized the problem global warming presents to the state's water supply and predicts that if greenhouse gas emissions continue under the business-as-usual scenario, this snowpack could decline up to 70-90 percent, affecting winter recreation, water supply and natural ecosystems (Cayan 2007). Global warming will affect snowpack and precipitation levels, and California will face significant impacts, as its ecosystems depend upon relatively constant precipitation levels and water resources are already under strain (Cayan 2007). The decrease in snowpack in the Sierra Nevada will lead to a decrease in California's already "over-stretched" water supplies (Cayan 2007). It could also potentially reduce hydropower and lead to the loss of winter recreation (Cayan 2007). All of this means "major changes" in water management and allocation will have to be made (Cayan 2007). Thus, global warming may directly affect the City's ability to supply clean, affordable water to the residents, or force the City to change how it will utilize water, and it may also impact other activities outside the project area, such as agriculture.

Scientists indicate that climate change will also exacerbate the problem of flooding by increasing the frequency and magnitude of large storms, which in turn will cause an increase in the size and frequency of flood events (NRDC 2007). The increasing cost of flood damages and potential loss of life will put more pressure on water managers to provide greater flood protection (NRDC 2007). At the same time, changing climate conditions (decreased snowpack, earlier runoff, larger peak events, etc.) will make predicting and maximizing water supply more difficult (NRDC 2007). These changes in hazard risk and water supply availability must be considered during environmental review. 39

Water quality, in addition to water quantity and timing, will also be impacted. Changes in precipitation, flow, and temperature associated with climate change will likely exacerbate water quality problems (NRDC 2007). Changes in precipitation affect water quantity, flow rates, and flow timing (Gleick 2000). Shifting weather patterns are also jeopardizing water quality and 40

quantity in many countries, where groundwater systems are overdrawn (Epstein 2005). Decreased flows can exacerbate the effect of temperature increases, raise the concentration of pollutants, increase residence time of pollutants, and heighten salinity levels in arid regions (Schindler 1997). 40

These are only examples of how global warming will impact the proposed project and intensify the environmental impacts the project will already have. It is not an exhaustive list. Thus, when assessing the impact of the Project on air quality, water supply, flood hazards, and biological resources, the EIR must take into account global warming. To ignore the impact of global warming on the Project and the resources impacted by the Project would significantly understate Project impacts. 41

D. THE PROJECT'S GREENHOUSE GAS IMPACTS ARE CLEARLY SIGNIFICANT

The greenhouse gas emissions generated by a project of this size and scope will have a clearly significant cumulative impact. An impact is considered significant where its "effects are individually limited but cumulatively considerable." Guidelines ¤ 15065(a)(3). Climate change is the classic example of a cumulative effects problem; emissions from numerous sources combine to create the most pressing environmental and societal problem of out time. *Ctr. for Biological Diversity*, 508 F.3d 508, 550 (9th Cir. 2007) ("the impact of greenhouse gas emissions on climate change is precisely the kind of cumulative impacts analysis that NEPA requires agencies to conduct."); *Kings County Farm Bureau v. City of Hanford*, 221 Cal. App. 3d 692, 720 (1990) ("Perhaps the best example [of a cumulative impact] is air pollution, where thousands of relatively small sources of pollution cause a serious environmental health problem."). While a particular project's greenhouse gas emissions represent a fraction of California's total emissions, courts have flatly rejected the notion that the incremental impact of a project is not cumulatively considerable because it is so small that it would make only a de minimis contribution to the problem as a whole. *Communities for a Better Environment v. California Resources Agency*. 103 Cal.App.4th 98, 117 (2002); see also *Kings County Farm Bureau,* 221 Cal. App. 3d at 720 ("[p]erhaps the best example of [a cumulative impact] is air pollution, where thousands of relatively small sources of pollution cause a serious environmental health problem."). 42

In addition. there is nothing speculative about the fact that higher levels of greenhouse gas pollution will lead to greater impacts, which is why the State of California has prioritized greenhouse gas pollution reductions under AB 32. Moreover, in the analogous context of the National Environmental Policy Act (NEPA), the Ninth Circuit has already rejected the argument that "global warming is too speculative to warrant NEPA analysis." *Ctr. for Biological Diversity v. Nat'l Highway Traffic Safety Admin.*, 508 F.3d at 554. 43

In addition, lack of established significance thresholds does not excuse an agency from its obligation under CEQA to determine the significance of a Project's impacts. CEQA routinely calls for an agency to evaluate impacts in the absence of thresholds or to exercise its individual discretion in determining the significance of an impact. *See, e.g., Protect the Historic Amador Waterways*, 116 Cal. App. 4th at 1111 (agency required to assess potential impact not listed in CEQA checklist). The development of significance thresholds is "encouraged" and not a prerequisite for an impact analysis. Guidelines ¤ 15064.7. Indeed, as noted in the CAPCOA white paper on CEQA and Climate Change, "[t]he absence of a threshold does not in any way relieve agencies of their obligations to address GHG emissions from projects under CEQA" (CAPCOA 2008). In fact, CEQA may require additional analysis even if a project meets an adopted standard, if other evidence indicates the project may nonetheless have a significant 44

impact. *See Berkeley Keep Jets Over the Bay Committee v. Board of Port Commissioners*, 91 Cal.App.4th 1344, 1380-82 (2001). 44

As the lead agency, CEQA requires the City to determine the significance of the Project's emissions with or without established significance thresholds. Guidelines ¤ 15064. CAPCOA provides various means by which a lead agency can determine the significance of project emissions (CAPCOA 2008). Importantly, a universally adopted methodology is *not* necessary to analyze project impacts. *Berkeley Keep Jets*, 91 Cal.App.4th at 1370 ("the fact that a single methodology does not exist…requires the [respondent] to do the necessary work to educate itself about the different methodologies that *are* available.").

"The determination of whether a project may have a significant effect on the environment calls for careful judgment on the part of the public agency involved, based to the extent possible on scientific and factual data." Guidelines ¤ 15064(b). Any determination of whether there is a fair argument that the project may have a significant impact must include the consideration of the California Global Warming Solutions Act of 2006 (AB 32), wherein the State of California recognized that "global warming poses a serious threat to the economic well-being, public health, natural resources, and the environment of California" and required that existing levels of greenhouse gases be reduced to 1990 levels by 2020. Health & Safety Code ¤¤ 38501(a), 38550. Because AB 32 establishes that existing greenhouse gas levels are unacceptable and must be substantially reduced within a fixed timeframe, any additional emissions that contribute to existing levels frustrate California's ability to meet its ambitious and critical emissions reduction mandate. Ignoring emissions from smaller sources would be neglecting a major portion of the greenhouse gas inventory. 45

In accordance with the scientific and factual data, the City should adopt a zero significance threshold for the Project's greenhouse gas emissions. As noted by the Ninth Circuit in *Center for Biological Diversity v. Nat'l Highway Traffic Safety Admin.*:

[W]e cannot afford to ignore even modest contributions to global warming. If global warming is the result of the cumulative contributions of myriad sources, any one modest in itself, is there not a danger of losing the forest by closing our eyes to the felling of the individual trees? 46

508 F.3d 508, 550 (9th Cir. 2007). Accordingly, the City must unequivocally consider Project emissions to be a potentially significant impact.

E. THE EIR MUST ANALYZE AND ADOPT ALL FEASIBLE MITIGATION MEASURES TO REDUCE THE PROJECT'S GREENHOUSE GAS EMISSIONS

In addition to thoroughly evaluating project alternatives, because it is clear that the project's greenhouse gas emissions will cumulatively contribute to global warming, "the EIR must propose and describe mitigation measures that will minimize the significant environmental effects that the EIR has identified." *Napa Citizens for Honest Gov't v. Napa County Bd. of Supervisors*, 91 Cal.App.4th 342, 360 (2001). CEQA requires that agencies "mitigate or avoid the significant effects on the environment of projects that it carries out or approves whenever it is feasible to do so." Pub. Res. Code ¤ 21002.1(b). Mitigation of a project's significant impacts is one of the "most important" functions of CEQA. *Sierra Club v. Gilroy City Council*, 222 Cal.App.3d 30, 41 (1990). Therefore, it is the "policy of the state that public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures which will avoid or substantially lessen the significant environmental effects of such projects." Pub. Res. Code ¤ 21002. Importantly, mitigation measures must be "fully enforceable through permit conditions, agreements, or other measures" so "that feasible mitigation measures will 47

actually be implemented as a condition of development." *Federation of Hillside & Canyon Ass'ns v. City of Los Angeles*, 83 Cal.App.4th 1252, 1261 (2000).
To the extent that the project moves forward as planned, there are many mitigation measures the City can consider, as described below. This is not an exhaustive list and the EIR should explore these and all other feasible mitigation measures that will reduce the project's greenhouse gas emissions (CAPCOA 2008; California Office of the Attorney General 2008). 47

i. Land Use Measures Reducing Traffic Flow

The development plan for the proposed project should incorporate public transit into the project design and should attempt to facilitate the use of public transit. (California Office of the Attorney General 2008). Additionally, the FEIR should analyze ways of including pedestrian and bicycle only streets and plazas within the development and create routes that will allow residents to reach the commercial center, schools and parks by public transportation, bicycling and walking. 48

ii. Land Use and Energy

The FEIR should consider mitigation measures that will ensure the planned community will use energy efficiently and conservatively. In doing so, it should analyze incorporating "green building" in the development. Green buildings are those buildings that lower energy consumption, use renewable energy, conserve water, harness natural light and ventilation, use environmentally friendly materials and minimize waste (Commission for Environmental Cooperation 2008). 49

Buildings create environmental impacts throughout their lifecycle, from the construction phase to their actual use to their eventual destruction (Commission for Environmental Cooperation 2008). In the United States, buildings account for 40 percent of total energy use, 68 percent of total electricity consumption, and 60 percent of total non-industrial waste (Commission for Environmental Cooperation 2008). Buildings also significantly contribute to the release of greenhouse gases. In the U.S. they account for 38 percent of total carbon dioxide emissions (Commission for Environmental Cooperation 2008). More specifically, residential buildings cause up to 1,210 megatons of carbon dioxide, while commercial building create approximately 1,020 megatons (Commission for Environmental Cooperation 2008). This is because buildings require a lot of energy for their day to day operations. Most of the coal-fired power plants – one of the biggest sources of greenhouse gas emissions – slated for development in the United States will supply buildings with the energy they need. In fact, 76 percent of the energy these plants produce will go to operating buildings in the U.S. (Commission for Environmental Cooperation 2008). 50

Using green building techniques, however, can substantially reduce buildings' influence in increasing greenhouse gas emissions. Green buildings help reduce the amount of energy used to light, heat, cool and operate buildings and substitute carbon-based energy sources with alternatives that do not result in greenhouse gas emissions (Commission for Environmental Cooperation 2008). Currently green buildings can reduce energy by 30 percent or more and carbon emissions by 35 percent. (Commission for Environmental Cooperation 2008). The technologies available for green building are already in wide-use and include "passive solar design, high-efficiency lighting and appliances, highly efficient ventilation and cooling systems, solar water heaters, insulation materials and techniques, high-reflectivity building materials and 51

multiple glazing (IPCC 2007c). Additionally, the U.S. Green Building Council (USGBC), a private, nonprofit corporation, has established a nationwide green building rating system, called Leadership in Energy and Environmental Design ("LEED"). The LEED standard supports and certifies successful green building design, construction and operations. It is one of the most widely used and recognized systems, and to obtain LEED certification from the USGBC, project architects must verify in writing that design elements meet established LEED goals.
Specific mitigation for the greenhouse gas emissions generated by the Project's energy consumption include, but are not limited to:
• Analyzing and incorporating the U.S. Green Building Council's LEED (Leadership in Energy and Environmental Design) or comparable standards for energy efficient building during pre-design, design, construction, operations and management.
• Designing buildings for passive heating and cooling, and natural light, including building orientation, proper orientation and placement of windows, overhangs, skylights, etc.;
• Designing buildings for maximum energy efficiency including the maximum possible insulation, use of compact florescent or other low-energy lighting, use of energy efficient appliances, etc.
• Reducing the use of pavement and impermeable surfaces;
• Requiring water re-use systems;
• Installing light emitting diodes (LEDs) for traffic, street and other outdoor lighting
• Limiting the hours of operation of outdoor lighting
• Maximizing water conservation measures in buildings and landscaping, using droughttolerant plants in lieu of turf, planting shade trees;
• Ensure that the Project is fully served by full recycling and composting services;
• Ensure that the Project's wastewater and solid waste will be treated in facilities where greenhouse gas emissions are minimized and captured.
• Installing the maximum possible photovoltaic array on the building roofs and/or on the project site to generate all of the electricity required by the Project, and utilizing wind energy to the extent necessary and feasible;
• Installing solar water heating systems to generate all of the Project's hot water requirements;
• Installing solar or wind powered electric vehicle and plug-in hybrid vehicle charging stations to reduce emissions from vehicle trips.

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iii. Mitigation Related to Project Construction
• Utilize recycled, low-carbon, and otherwise climate-friendly building materials such as salvaged and recycled-content materials for building, hard surfaces, and non-plant landscaping materials;
• Minimize, reuse, and recycle construction-related waste;
• Minimize grading, earth-moving, and other energy-intensive construction practices;
• Landscape to preserve natural vegetation and maintain watershed integrity;
• Utilize alternative fuels in construction equipment and require construction equipment to utilize the best available technology to reduce emissions.

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iv. Transportation Mitigation Measures
• Encourage and promote ride sharing programs through such methods as a specific percentage of parking spaces for ride sharing vehicles;
• Create a car sharing program within the planned community;
• Create a light vehicle network, such as a neighborhood electric vehicle (NEV) system;

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• Provide necessary facilities and infrastructure to encourage residents to use low or zero-emission
vehicles, for example, by developing electric vehicle charging facilities and conveniently located alternative fueling stations;
Provide a shuttle service to public transit within and beyond the planned community; • Incorporate bicycle lanes and routes into the planned community's street systems. 53

v. Carbon Offsets

After all measures have been implemented to reduce emissions in the first instance, remaining emissions that cannot be eliminated may be mitigated through offsets. Care should be taken to ensure that offsets purchased are real (additional), permanent, and verified, and all aspects of the offsets must be discussed in the FEIR. As demonstrated by the Office of the Attorney General offsets are a feasible CEQA mitigation measures[6] once all feasible mitigation measures have been adopted to reduce the Project's carbon footprint and produce energy using renewable sources. 54

II. THE EIR MUST CONSIDER A REASONABLE RANGE OF ALTERNATIVES

The EIR must consider a meaningful analysis of reasonable alternatives to the Project in order to lessen or avoid the Project's significant impacts. CEQA mandates that significant environmental damage be avoided or substantially lessened where feasible. Pub. Res. Code ¤ 21002; Guidelines ¤¤ 15002(a)(3), 15021(a)(2), 15126(d). A rigorous analysis of reasonable alternatives to the project must be provided to comply with this strict mandate. "Without meaningful analysis of alternatives in the EIR, neither courts nor the public can fulfill their proper roles in the CEQA process." *Laurel Heights Improvement Ass'n v. Regents of University of California*, 47 Cal.3d 376, 404 (1988). Moreover, "[a] potential alternative should not be excluded from consideration merely because it 'would impede to some degree the attainment of the project objectives, or would be more costly" even when that alternative includes Project development on an alternative site. *Save Round Valley Alliance v. County of Inyo* , 157 Cal. App. 4th 1437, 1456-57 (2007) (quotations omitted). In analyzing the no-project alternative, the EIR must discuss the need for this project andwhether the uses that would potentially utilize the Project can be accommodated in existing areas. As CAPCOA states in its white paper, one way local governments can avoid significant increases in greenhouse gas emissions and help solve the problem of global warming is to "facilitate more efficient and economic use of the lands" already developed within the community (CAPCOA 2008). Reinvesting in existing communities is "appreciably" more efficient than new development and may even result in a net reduction of greenhouse gases (CAPCOA 2008). The EIR should consider an alternative that relies more on higher-density mixed commercial/residential development projects on existing disturbed lands in order to support the reduction of vehicle trips, promote alternatives to individual vehicle travel, and encourage efficient delivery of services and goods (Office of the California Attorney General 2008). 55 56

An analysis of alternatives should also quantify the estimated greenhouse gas emissions, quantified impacts to biological resources, water resources including water quality and water 57

[6] The California Attorney General's Office has adopted CEQA settlements calling for the auditing, reduction, and offsetting of greenhouse gas emissions related with a Project demonstrating that offsets are a feasible way to reduce a Project's negative environmental effects on global warming. See http://ag.ca.gov/newsalerts/release.php?id=1466&category=global%20warming See generally http://ag.ca.gov/globalwarming/ceqa.php

availability, and traffic resulting from each proposed alternative. Where is the alternative which mentions agricultural uses in total or part? The quality of this land is such that even I could become a successful farmer. The less dense alternative two is by far superior than this project if one is serious about lessening one's impact on the environment. 57 58 59

CONCLUSION

Thank you for your attention to these comments. We look forward to working with the City to assure that the FEIR conforms to the requirements of CEQA to assure that all significant impacts to the environment are fully analyzed, mitigated or avoided. I hope the FEIR will fully address the concerns found within this letter as I did not see that within the DEIR. The Sierra Club wishes to be placed on the mailing list for all future notices and documents regarding this project. Please mail all notices to Sierra Club, San Gorgonio Chapter, Moreno Valley Group, 26711 Ironwood Ave, Moreno Valley, CA. 92555. 60 61

Thank you,

George Hague
Conservation Chair
Moreno Valley Group
San Gorgonio Chapter
Sierra Club
951.924.0816

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2.12 RESPONSE TO LETTER E

Sierra Club

Response to Comment E-1. This comment suggests that the Draft EIR did not adequately address the concerns raised in their NOP response letter. The comment also requests that their concerns be addressed in the Final EIR, which they advise focuses on global warming, climate change, greenhouse gas pollution, and air pollutant emissions. Lastly, the commentor requests that the project do everything possible to mitigate these issues due to the non-attainment status of the air basin. The commentor notes that their specific issues follow in their letter.

Short-term and long-term project specific and cumulative effects of the proposed project on air quality are evaluated in Section 4.2 Air Quality pages 4.2-1 through 4.2-29 in the Draft EIR. Greenhouse gas emissions and climate change were evaluated in Section 4.3 Climate Change and Greenhouse Gas Emissions pages 4.3-1 through 4.3-27 in the Draft EIR. Where the proposed project's impacts were determined to be significant mitigation was provided to lessen those impacts. It was determined that even with the implementation of feasible mitigation measures the proposed project will have a significant and unavoidable impact on short-term construction air quality, long-term operational air quality impacts, cumulative air quality, and cumulative greenhouse gas emissions.

The concerns raised by the commentor have been responded to in Response to Comments E-1 though E-62. Any comments that were raised by the Commentor that required additions or revisions to the language in the Draft EIR are provided in Section 3.0 Errata to the Draft EIR in the Final EIR.

Response to Comment E-2. This comment states that the NOP mentions consumption of electricity by the warehouse would generate air pollutant emissions. The air quality emissions of the proposed project are analyzed in Section 4.2 Air Quality and also energy use (electricity) is analyzed in Section 4.3 Global Climate Change and Greenhouse Gas Emissions in the Draft EIR.

Response to Comment E-3. Please see Response to Comment D-8. The commentor inaccurately suggests that the project should be required to obtain a LEED Gold rating as a form of mitigation of significant impacts associated with air pollution and greenhouse gas emissions. The process of obtaining a LEED rating is not mitigation. The specific green building features that are part of the LEED rating equation can reduce air pollution and greenhouse gas emissions impacts by minimizing and reducing the quantity of emissions associated with operations of a building.

However, additional air quality related mitigation measures have been added in the Final EIR (refer to Section 3.0 Errata). Please refer to the Table contained in Response to Comment D-45 regarding operational mitigation measures that have been added. The added measures are also in the Mitigation Monitoring and Reporting Plan in Section 4.0 in the Final EIR to ensure they are implemented

Response to Comment E-4. This comment suggests that the roof of the warehouse be built to accommodate solar panels. This measure is included as part of Mitigation Measure 4.2.6.3A has been changed as follows to ensure that solar or other renewable energy source. The mitigation measure has been added in the Final EIR (refer to Section 3.0 Errata. The added measures are also in the Mitigation Monitoring and Reporting Plan in Section 4.0 in the Final EIR to ensure they are implemented

Draft EIR Section 4.2.6.3 Long Term Operation Omissions, Page 4.2-27

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4.2.6.3A Prior to issuance of the first building permit, building and site plan designs shall ensure that the project's energy efficiencies surpass applicable 2008 California Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and review and approved by the City~~.~~ The following ~~Any~~ combination of design features, ~~including but not limited to the following list, may~~ shall be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent:

- ~~All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design.~~

- The project shall install a photovoltaic array (solar panels) or other source of renewable energy generation on-site, or otherwise acquire energy from the local utility that has been generated by renewable resources, to meet the project's office electricity needs.

Response to Comment E-5. This commentor opines that they disagree with the significant and unavoidable impact associated with long-term (operational) air quality impacts. This impact is related to SCAQMD's thresholds of significance. Mitigation Measures 4.2.6.1A through 4.2.6.1M and 4.2.6.3A and 4.2.6.3B set forth a comprehensive list of measures designed to reduce the quantity of air pollution emissions from project construction as well as project operations. These construction and operational mitigation measures have been supplemented in this Final EIR with the feasible mitigation measures suggested by this commentor and comments received from Johnson & Sedlack (Letter D). It bears noting that there is no readily available way to calculate the air pollution emission reductions associated with these mitigations measures and therefore show that long-term emissions cannot be reduced to below the threshold based on this technical limitation even with implementation of unlimited mitigation.

Response to Comment E-6. Mitigation Measure 4.2.6.3.A in the Draft EIR prescribes a performance standard requiring a 20% improvement in energy efficiency (over and above the 2008 CBC) for the building and lists suggested measures that can be included in the building's design to obtain this improvement in energy efficiency. The 20% energy efficiency improvement over and above 2008 CBC building requirements has been established by air quality and climate change technicians as the project-specific energy efficiency improvement (and associated reduction in GHGs) necessary to meet the Statewide mandate of obtaining a 30% reduction in GHG emissions in comparison to 1990 levels by year 2020. In 2006, the California Legislature passed and Governor Schwarzenegger signed AB 32, the Global Warming Solutions Act of 2006, which set a 2020 greenhouse gas emissions reduction goal into law. AB 32 requires California to reduce GHG emissions to 1990 levels (estimated at 426.6 million metric tons) by 2020 (forecast to be 600 million metric tons under "business as usual"), requiring a 30% reduction in emissions in comparison to the "business as usual" scenario. Since that time, the energy efficiency requirements contained in the 2008 and 2010 updates to the CBC now require that new buildings obtain energy efficiencies that exceed the "business as usual" scenario. For this reason, the City has determined that the appropriate performance standard to meet the statewide GHG emissions reduction goals is a 20% improvement over the 2008 CBC.

Response to Comment E-7. This comment is noted. As identified in the Draft EIR (Section 4.1 Agriculture and Forestry Resources, page 4.1-5), "*Approximately 16.89 acres (23%) of the project site is designated as Prime Farmland, 16.23 acres (23%), is designated Farmland of Statewide Importance, and 38.69 acres (54%) is designed Farmland of Local Importance*." The Draft EIR accurately identifies that the project would result in the significant and unavoidable conversion of farmland to a non-agricultural use (Section 4.1 Agriculture and Forestry Resources, page 4.1-15). The project site was historically used for agricultural operations but currently lies fallow and has been fallow for a number of years. The site was most recently used as a sod farm that ceased operating in

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August 2005 and has not been in agricultural production since that time. Thus no existing agricultural operation exists onsite. The project site has not been utilized to grow agricultural products in the last seven years and it is therefore not reasonable to assume that this land is available for cultivation of crops that can be grown locally to reduce potential climate change problems as cited in Comment Letter E.

This commentor also states that a developer recently donated $100,000.00 to the Riverside Land Conservancy to help mitigate for the loss of agricultural lands but fails to appropriately cite the information and identify the basis for determining the amount of agricultural lands lost in relation to this monetary amount. The City disagrees with the commentor and relys on the Fourth District Court of Appeal, *Cherry Valley Pass Acres and Neighbors v. City of Beaumont* (2010) 190 Cal.App.4th 316 (*Cherry Valley*) decision that concerned a challenge to an EIR for a project that would convert agricultural land to residential uses. Though recognizing the potential for mitigation in the form of agricultural "*conservation easements, Williamson Act preserve status, or temporary protection or conservation plans*," the EIR noted the long-term trend in agricultural land conversion in the region and concluded that mitigation was not feasible. The court upheld the City's determination regarding the feasibility of mitigation on the grounds it was supported by substantial evidence in the record. The court also examined the City and County General Plans, which acknowledged that development pressures were constraining the continued viability of agriculture and included the expansion of housing, commercial and industrial land uses. The court then determined that the project was compatible with these planning documents. The court concluded the particular circumstances surrounding the project such mitigation was infeasible and therefore was not required to be adopted. As with this project the site has been planned for industrial uses since 1987, the City has recognized that the conversion of agricultural land under its jurisdiction is an eventual and expected outcome of current and future growth and the current General Plan does not include any agricultural designations; therefore mitigation for the loss of is not required.

The trend of the reduction in agriculture in the Inland Empire is discussed in *Assessing the Economic and Market Trends Affecting Agriculture in the Western Inland Empire* prepared by Justin L. Adams, Ph.D. of Chang & Adams Consulting, September 2011 and *Economic Viability of Agriculture in the East Inland Empire* report prepared by CBRE Consulting, March 18, 2009. Both reports are provided in Appendices B and C to the Final EIR. This reduction in "farming" is due to pressures of the growth in the demand for housing and development and the transportation and warehousing sector; increased restrictions on water deliveries for agricultural uses after several consecutive drought seasons; higher wages in other industries in the region; strong agricultural competition from the southern Central Valley for dairies; increased regulatory pressures from air quality and local jurisdictions regarding particulate matter emissions and land use adjacency issues; and the trend in Riverside and San Bernardino Counties is for agricultural operations to continue to shift to places like Kern County regardless independent of land use policy due to the economic issues.

As stated on Section 4.1.6.1 Conversion of State Designated Farmland, page 4.1-12 of the Draft EIR, "*the City has specifically recognized that the conversion of agricultural land under its jurisdiction is an eventual and expected outcome of current and future growth. The current General Plan does not include any agricultural designations. The City allows agricultural uses in all land use designations as an interim use until such time as the land is developed per the vision identified in the General Plan. One of the goals stated in the City's recent General Plan is the '…orderly conversion of agricultural lands.' The proposed project is a continued extension of development in the surrounding area (industrial/business park). The proposed project does not interfere with the ability of other adjacent properties to be used for agricultural production should the property owner wish to do so, nor does it create any gaps of vacant or agricultural land between the proposed project and the existing adjacent development*." As described in the Draft EIR, the City's General Plan and General Plan EIR have considered and evaluated the eventual and expected conversion of agricultural activity within the City

(Section 4.1.6.1 Conversion of State Designated Farmland, page 4.1-12) Therefore, the City has already anticipated the eventual conversion of all agricultural activity within the City.

As stated in the Draft EIR, mitigation measures must be feasible and fully enforceable through permit conditions, agreements, or other legally binding considerations. To be feasible, mitigation must be capable of being accomplished in a successful manner within a reasonable period of time, taking into account the economic, environmental, legal, social, and technological factors. Identification as to the infeasibility of mitigation measures suggested by the commentor has been provided in the Draft EIR. No mechanism for the mitigation of impacts to State-designated Farmland and/or existing agricultural operations has been enacted by either the City of Moreno Valley or the County of Riverside. Rather, the City has specifically recognized that the conversion of agricultural land under its jurisdiction is an eventual and expected outcome of current and future growth. The current General Plan does not include any agricultural designations. The City allows agricultural uses in all land use designations as an interim use until such time as the land is developed per the vision identified in the General Plan. One of the goals stated in the City's recent General Plan is the "…orderly conversion of agricultural lands." The proposed project is a continued extension of development in the surrounding area (industrial/business park). The proposed project does not interfere with the ability of other adjacent properties to be used for agricultural production should the property owner wish to do so, nor does it create any gaps of vacant or agricultural land between the proposed project and the existing adjacent development.

The potential mitigation measures identified by the City in its General Plan EIR and California Department of Conservation (CDC), which are listed in the Draft EIR (Section 4.1.6.1 Conversion of State Designated Farmland, page 4.1-11), are not considered to be feasible by the City of Moreno Valley as determined in the City's General Plan EIR. Providing protection for ongoing agricultural activities from new developments, such as requiring buffers between agricultural operation and new development or requiring the notification and disclosure of agricultural activities to the purchasers adjacent properties will not permanently protect agricultural land. As identified in the Draft EIR, the City supports agriculture as an interim use within the City and no land is dedicated or designated for agricultural use or agricultural preservation within the City's jurisdiction. With no such dedication or designation in place at this time, the establishment of urban limits, greenbelts, and buffers would not result in permanent protection of agricultural land as none exists within the City. Areas where agriculture land use designations may exist that are outside of the City limits cannot be preserved as it is outside of the City's jurisdiction.

The purchase or transfer of development rights, purchase of conservation easements, or donation of funds to assist in the conservation of agricultural land would need to be implemented to ensure the preservation of agricultural land. The City does not have a funding source for the acquisition of farmland. As stated previously, the City anticipates the conversion of agricultural land within the City and does not set aside land for permanent preservation. The City expects that the majority of the land within the City will be converted to urban uses, although some agriculture will continue as interim uses, as allowed by the City's Development Code for all zoning categories. The City of Moreno Valley has determined that these measures are economically infeasible based on the higher costs associated with land, water and labor, increased environmental regulation, and competition from neighboring regions where agricultural operations are less costly; thus, resulting in an inability to make farming profitable. Furthermore, these measures are contrary to the City's vision (as stated in its General Plan) for the project site; therefore, they are not feasible and alternative mitigation has not been identified.

Response to Comment E-8. Refer to Response to Comment E-7.

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Response to Comment E-9. Mitigation Measure 4.2.6.3A already provides for preferential parking for alternative fueled cars. This mitigation located in the Draft EIR, Section 4.2 Air Quality, pages 4.2-26, 4.2-27, and 4.2-28 reads as follows with changes proposed in Section 3.0 Errata in the Final EIR to address other commentor concerns:

> ***4.2.6.3A*** *Prior to issuance of the first building permit, building and site plan designs shall ensure that the project's energy efficiencies surpass applicable 2008 California Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and review and approved by the City. The following ~~Any combination of~~ design features~~, including but not limited to the following list, may~~ shall be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent:*
>
> - *Lease/purchase documents shall ~~identify that~~ require tenants ~~are encouraged~~ to ~~promote~~ provide the following:*
> - *Provision of preferential parking for EV and CNG vehicles.*

This comment also suggests that the parking lot be required to include porous materials for groundwater recharge. As identified in Table 1.B on page 1-34 of the Draft EIR, impacts associated with groundwater supplies were determined to be less than significant and no mitigation is required. Therefore, there would be no nexus to require this mitigation measure.

Response to Comment E-10. This comment suggests that the World Logistics Project identified as a cumulative project in the Draft EIR was not included in the analysis of the proposed project. The City acknowledges that the World Logistics Project 41,500,000 SF high cube warehouse uses (refer to Table 2.C in Section 2.7 Cumulative Projects on page 2-38 of the Draft EIR). This cumulative project was considered along with the other cumulative projects in Table 2.C in the consideration of traffic impacts on the highway mainline, air quality, greenhouse gas emissions, and loss of agricultural lands in the Draft EIR.

Response to Comment E-11. The ProLogis project is contained in the Draft EIR. It is referred to as the Eucalyptus Industrial Park, cumulative project number 67, shown in Table 2.A and Figure 2.1.

Table 2.C of the Draft EIR identifies the Eucalyptus Industrial Park as A-67, while Figure 2.1 identifies it as M-67. The project is in the City, so the table entry will be modified as follows and as indicated in Section 3.0 Errata in the Final EIR.

Draft EIR, Section 2.7 Cumulative Projects, Table 2.C, Page 34

~~A~~M-67	Eucalyptus Industrial Park	East of Moreno Beach Drive, west of Quincy channel, south of SR-60	2,244,638 SF of high cube warehouse uses

Response to Comment E-12. The nearest schools to the project site are located approximately one mile to the east and northeast of the project site. Because the primary truck route between the project and I-215 will be Harley Knox Boulevard to the west, the trucks will not be passing by a school. In addition, the project is in an area of the City that has been zoned for industrial uses and the proposed project is consistent with this zoning. This sensitive receptor is a residence located at Patterson Avenue and Harley Knox Boulevard in the City of Perris. It should be noted that the entire area surrounding and adjacent to the proposed project has been previously designated and zoned by the City for future industrial uses. Similarly, the entire area surrounding and adjacent to Harley Knox Boulevard between Perris Boulevard and I-215 has been previously designated and zoned by the City of Perris for future commercial and industrial uses. This means that the single residence located

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adjacent to Harley Knox Boulevard in the study area is a legally nonconforming land use. Because this residence on Harley Knox Boulevard is a legally nonconforming use, it is highly unlikely that the residence will exist in the area in the future. Thus, in light of these factors, it is highly unlikely that the currently existing residential use will be exposed to diesel over the course of a long period of time, such as a 70 year exposure used to calculate health risks from diesel particulates.

Response to Comment E-13. The project will not impact the health of students walking or riding their bicycles to school because the majority of the residential areas are located to the east of Perris Boulevard and north and northwest and northeast of Perris Boulevard where it passes over the Perris Valley Storm Drain. This area is more than one mile north of the project site. As noted above the primary trucking route will be Harley Knox Boulevard to the west to the I-215 which does not pass by any schools.

Response to Comment E-14. See Response to Comments E-13. There are no sensitive receptors in close proximity to the project site that would be impacted during project construction or by project truck use of the local roadway system. Nonetheless, the EIR contains a measure requiring a 200 foot buffer between construction staging areas and sensitive receptors (Draft EIR Mitigation Measure 4.2.6.1A, page 4.2-21).

Response to Comment E-15. A *Health Risk Assessment (HRA) VIP Moreno Valley*, LSA Associates, Inc., March 2012 was prepared for the proposed project and included in Appendix D-2 to the Draft EIR. The HRA examined the short-term and long-term potential health effects from project-related emissions of toxic air pollutants (TAP) in the exhaust of diesel-powered delivery trucks on existing surrounding sensitive receptors, including single- and multifamily residences. Onsite workers will be protected by the requirements established by the Occupational Safety and Health Administration (OSHA) and are not considered sensitive receptors in accordance to the California Air Resources Board (CARB). The CARB defines "sensitive" land uses, as homes, medical facilities, daycare centers, schools, and playgrounds.

According to the HRA prepared for the proposed project, "*Toxic air pollution emissions associated with the project would occur from a variety of activities related to the project operations. The only significant amount of TAP known to be released from the proposed distribution facility is contained in the exhaust of project-related vehicles. While there may be other toxic air pollutants in use on site, compliance with City, SCAQMD, State, and federal handling regulations will keep those emissions below a level of significance.*

Page 13 of the HRA states, "*As evaluated in the air quality/health risk assessment, practical procedures will be taken for the onsite operations. The results of the conservative modeling are shown in Table C for carcinogenic and chronic inhalation health risks at the sensitive receptors. Even with the conservative modeling technique used (assuming that an individual stays outdoors at his or her residence 24 hours per day for 70 years, which is the State-required period of time that all HRAs must assess), the nearest sensitive receptor would be exposed to an unmitigated inhalation cancer risk of no more than 3.5 in 1 million, less than the threshold of 10 in a million. ……"The highest worker exposure occurs at the facility to the west of the project, at the corner of Indian Street and E. Oleander Avenue. The unmitigated inhalation cancer risk at that facility will be no more than 0.36 in 1 million, also less than the threshold of 10 in a million. The Chronic Hazard Index would be 0.0022, less than the threshold of 1.0. These risk levels are much higher than are actually expected to occur. No significant health risk would occur from project-related truck traffic, and no mitigation is necessary.*"

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Table C: Long-Term Health Risk Levels from Project Operations

Location	*Maximum Cancer Risk (risk per million)*	*Maximum Noncancer Risk (risk per million)*
SCAQMD Threshold	*10*	*1*
School 1	*0.11*	*0.000069*
School 2	*0.79*	*0.00050*
School 3	*0.26*	*0.00016*
Nearest Residential to the north	*6.6*	*0.0041*
Nearest Residential to the east	*5.0*	*0.0031*
Nearest Residential to the south	*1.2*	*0.00074*
Workers at facility to the west	*4.5*	*0.0029*
Significant?	***No***	***No***

Source: LSA Associates, Inc., March 2012.

Response to Comment E-16. The Draft EIR, Section 4.2 Air Quality contains the following Mitigation Measure 4.2.6.1K that provides for electric or alternative fuel construction equipment and forklifts and Section 4.3 Greenhouse Gas Emissions and Climate Change contains Mitigation Measure 4.2.6.3A which specifies electric trucks and yard trucks in Mitigation Measure 4.2.6.3A. Changes proposed to Mitigation Measure 4.2.6.1K are provided in Section 3.0 Errata in the Final EIR to address other commentor concerns. The measures are as follows:

> ***4.2.6.1K*** *Grading plans, construction specifications and bid documents shall also include the following notations:*
>
> - *Off-road construction equipment shall utilize alternative fuels where feasible e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty;*
> - Use electric construction equipment where feasible.
> - All forklifts used during construction and in subsequent operation of the project shall be electric or natural gas powered.
>
> ***4.2.6.3A*** *Prior to issuance of the first building permit, building and site plan designs shall ensure that the project's energy efficiencies surpass applicable 2008 California Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and review and approved by the City. The following ~~Any combination of~~ design features~~, including but not limited to the following list, may~~ shall be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent:*
>
> - *Lease/purchase documents shall ~~identify that~~ require tenants ~~are encouraged~~ to ~~promote~~ provide the following:*
> - *Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets.*
> - *Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance.*
> - *Use of electric (instead of diesel or gasoline-powered) yard trucks.*

Response to Comment E-17. The Draft EIR, Section 4.4.6.1 Short-Term Construction Noise Impacts page 4.4-17 states "*The nearest noise-sensitive receptor locations to the project site are*

existing residences approximately 1,000 feet to the north. These nearest residents may be subject to short-term, intermittent, maximum noise reaching 65 dBA L_{max}, generated by construction activities on the project site. The ambient noise associated with vehicular traffic and industrial uses in the project area would mask the majority of the construction noise from the project site. No significant construction noise impacts would occur if construction of the proposed project would occur within the permitted hours of 6:00 a.m. to 8:00 p.m. of any working day, and within the permitted hours of 7:00 a.m. and 8:00 p.m. on weekends and federal holidays. Compliance with the construction hours specified in the City's Municipal Code would result in construction noise impacts that are less than significant. While impacts would be considered less than significant as long as construction activities occur within the designated hours identified in the City's Municipal Code, mitigation measures [Mitigation Measures 4.4.6A – 4.4.6D] have been identified to reduce the noise levels that would expose nearby sensitive receptors to noise levels in excess of the City's noise standards."

The noise impact analysis for the proposed project (*Noise Impact Analysis VIP Moreno Valley*, LSA Associates, Inc., March 2012, Appendix F to the Draft EIR) evaluated the traffic noise impact in terms of CNEL and the on-site operations noise impact comparing to the City's Municipal Code noise standards. No exceedance or violation of the noise standards was found and no significant long-term noise impacts would occur. The project site is surrounded by vacant land or other non-noise-sensitive land uses such as industrial or commercial uses. Although the City's Municipal Code states that the noise standards shall apply "when measured at a distance of 200 feet or more from the real property line of the source of the sound if the sound occurs on privately owned property, or from the source of the sound, if the sound occurs on public right-of-way, public space or other publicly owned property", in this case, evaluating the potential noise levels at the property line of the nearest noise-sensitive land uses (i.e., residences) would adequately determine the project's potential noise impacts.

As indicated in the noise impact study, no noise barriers would be required during project construction nor are they required during operation of the proposed project. The proposed project will comply with all mitigation measures identified and comply with applicable federal, State, and City guidelines.

Response to Comment E-18. A Traffic Impact Analysis (*Traffic Study VIP Moreno Valley*, LSA Associates, Inc., April 9, 2012) was prepared for the proposed project that analyzed the proposed project's impacts to area roadways during construction and operation of the project. Draft EIR Section 4.5 Traffic and Circulation, pages 4.5-1 – 4.5-28 analyzed the construction and operational impacts to not only area roadways but on the freeway system as well. It was determined that the proposed project would be expected to generate 327 passenger car equivalent (PCE) trips in the a.m. peak hour, 388 PCE trips in the p.m. peak hour, and 5,052 daily PCE trips when built. It was determined that the proposed project upon build out in the year 2013 would have impacts that are cumulative resulting in exceeding the established LOS standard at the following intersections:

- I-215 Southbound Ramps/Harley Knox Boulevard (a.m. and p.m. peak hours);
- I-215 Northbound Ramps/Harley Knox Boulevard (a.m. and p.m. peak hours);
- Indian Street/South Project Driveway (p.m. peak hour);
- Indian Street/Harley Knox Boulevard (a.m. and p.m. peak hours);
- Perris Boulevard/Gentian Avenue (a.m. and p.m. peak hours);
- Perris Boulevard/Iris Avenue (a.m. and p.m. peak hours);
- Perris Boulevard/Krameria Avenue (a.m. and p.m. peak hours);
- Perris Boulevard/Nandina Avenue (a.m. and p.m. peak hours);
- Perris Boulevard/Grove View Road (a.m. and p.m. peak hours);

- Perris Boulevard/South Project Driveway (a.m. and p.m. peak hours); and
- Perris Boulevard/Harley Knox Boulevard (a.m. and p.m. peak hours).

This is a significant impact and mitigation was provided. It is important to note that ten of the eleven intersections also operate at unsatisfactory levels of service under year 2013 cumulative without the project conditions. The unsatisfactory level of service at the Indian Street/South Project Driveway intersection is considered to be a project-specific impact.

The air quality/health risk assessment has discussed the number of truck trips per day that will visit the project site. Trip length assumptions and the truck routes have also been identified in the analysis. Figure 3 of the Health Risk Assessment report (Appendix D-2: *Health Risk Assessment VIP Moreno Valley*, LSA Associates, Inc., March 2012) shows the location of all the truck emissions sources modeled. As described in the report; *"An approximate representation of the roadway was obtained by placing a number of volume sources at equal intervals along the roads on site and far enough off site to characterize the emissions at the sensitive receptors near the project site. For other sensitive receptors further from the project site but near the roads the trucks will travel, it is assumed that the health risk levels from the project traffic will be low compared to the total risk from all existing road traffic."*

The Air Quality Study Table I page 26 Appendix D of the Draft EIR indicates the average trip length is 17 miles. This section of the Air Quality study is provided as follows:

5.2.1 Long-Term Project Operational Emissions

Long-term air pollutant emission impacts are those associated with stationary sources and mobile sources involving any project-related changes. The proposed project would result in a net increase in the number of employees in the project area; therefore, the proposed project would result in net increases in both stationary and mobile source emissions. The stationary source emissions would come from additional natural gas consumption for on-site buildings and electricity for the lighting in the buildings and at the parking area. The proposed project is a warehouse/distribution in the Inland Empire area of Southern California. Average truck trip length in this area has been shown to be greater than the default trip length in the CalEEMod model. Table I lists the potential origin and destination points for the truck trips that would be associated with the proposed project. The average trip length for the employee commute is assumed to be 17 mi. This is also greater than the default commute trip length included in the CalEEMod model for the Inland Empire area.

Table I: Average Truck Trips Lengths

Truck Route	*Route Length (miles)*	*Percentage of Trucks on Route*
East on State Route 60 to Basin Boundary	*30*	*10%*
Port of Los Angeles/Long Beach	*80*	*50%*
South on the I-215 to San Diego	*50*	*20%*
Inland Empire (i.e., Ontario, Mira Loma, Fontana)	*50*	*10%*
Perris Destinations	*40*	*5%*
Moreno Valley Destinations	*20*	*5%*
Average Truck Trip (54% of trips)	***61***	

Source: Project Plans

Response to Comment E-19. The trip generation for daily trucks is listed in Table 4.5.D in the Draft EIR, Section 4.5.3.1 Project Trip Generation, page 4.5-14. As shown in Table 4.5.D, the total number of daily trips (total raw trucks) is 1,475. The number of daily truck trips is based on NAIOP rates for High-Cube Warehouse that were approved by the City of Moreno Valley.

Response to Comment E-20. Freeway segment and merge/diverge analysis locations are based on Caltrans guidelines which requires analysis to a State highway facility if a project generates over 100 peak hour trips[1]. The project generates over 100 peak hour trips at the Interstate 215/Harley Knox Boulevard interchange and was included in the Draft EIR. Project traffic at freeway segments on SR-60 are less than 100 peak hour trips and were not included in the Draft EIR.

Regarding commenters opinion that payment of DIF and TUMF is inadequate mitigation, please refer to Response to Comment D-82. The payment of DIF and TUMF fees is considered the appropriate mechanism for the project to contribute to future roadway improvements, resulting in full and complete mitigation of project-specific impacts.

Response to Comment E-21. The commentor opines that the project site should not be disced or graded for at least six months prior to doing the burrowing owl survey. Mitigation Measures BIO-1 through BIO-4 require pre-construction surveys and establish what actions must be taken if the burrowing owl is found on-site during the pre-construction surveys that are in accordance with the Burrowing Owl Consortium 1993 Burrowing Owl Survey Protocol and Mitigation Guidelines[2] and referred to the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) survey instructions[3] to complete the pre-construction burrowing owl survey.

Response to Comment E-22. This comment states that the Final EIR will be inadequate unless the concerns and issues identified in the comment letter are addressed within the document. This comment does not raise any specific issue associated with the Draft EIR. In addition, any concerns and issues identified in the comment letter have been addressed through Responses E-1 through E-62 of the Final EIR. No further response is required.

Response to Comment E-23. Draft EIR Section 4.3 Climate Change and Greenhouse Gas Emissions, pages 4.3-1 – 4.3-27 provides an analysis of the proposed project's impact on greenhouse gas emissions and climate change. The analysis is based on the *Greenhouse Gas Emissions and Global Climate Change Study*, LSA Associates, Inc., December 2011 included as an Appendix D in the Draft EIR. Responses to Comments E-24 through E-54 include specific responses to the commentor's assertions that the Draft EIR did not thoroughly evaluate alternatives and mitigation measures that would reduce greenhouse gas emissions. Where appropriate additional mitigation measures have been add to the Section 3.0 Errata in the Final EIR.

Response to Comment E-24. The commentor opines that global warming poses a grave threat to California and the Draft EIR is obligated to discuss the threats posed by greenhouse gas emissions for the public and decision makers. Page 4.3-1 through 4.3-3 in the Draft EIR (Section 4.3 Climate Change and Greenhouse Gas Emissions) already established the existing background information related to climate change as requested in this comment.

The commenter suggests that there is consensus among scientists regarding the link between GHG and global warming. However, there is still considerable debate about the existence of anthropogenic global warming, and about the long term environmental effects of anthropogenic global warming if in fact such warming is occurring and will occur long term. (*See, e.g., U.S. Senate Minority Report; More Than 700 International Scientists Dissent Over Man-Made Global Warming Claims*; March 16, 2009.)

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1 *Guide for the Preparation of Traffic Impact Studies*, State of California Department of Transportation, December 2002, page 2.

2 http://www2.ucsc.edu/scpbrg/burrowingowls.htm.

3 http://www.tlma.co.riverside.ca.us/epd/documents/survey_protocols/burrowing_owl_survey_instructions.pdf.

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This body of scientific literature argues that (i) there is no scientific consensus on the existence of anthropogenic global warming; (ii) that the Intergovernmental Panel on Climate Change (IPCC) literature is deeply flawed; (iii) that scientists and research grant funding sources have deliberatively ignored other possible explanations in global temperature variations.

In addition, quantitative data published by the State Air Resources Board and the IPPC demonstrates that even if California achieved the specified AB 32 greenhouse reduction goals, that this may have no effect on climate increases based on greenhouse gas emissions because emissions from China, Russia, Indonesia and other developing countries have and will greatly surpass the emissions of California.

Response to Comment E-25. Draft EIR Section 4.3 Climate Change and Greenhouse Gas Emissions, pages 4.3-1 – 4.3-27 provides an analysis of the proposed project's impact on greenhouse gas emissions and climate change. The analysis is based on the *Greenhouse Gas Emissions and Global Climate Change Study*, LSA Associates, Inc., December 2011 included as an Appendix D in the Draft EIR. In addition, the commentor asserts that the "ecological implications of its actions" must be discussed. Also refer to Response to Comment E-38 for an explanation on a recent court case regarding global climate change. As set forth in Response to Comment E-38, the courts have confirmed the longstanding tenant of CEQA that impacts from the environment onto a project need not be analyzed.

Response to Comment E-26. Please see Responses to Comments E-25, E-27, and E-38.

Response to Comment E-27. The commentor is providing information relating to the scientific background on climate change and global warming. See Response to Comment E-24 regarding an alternative view of greenhouse gas emissions and the effect of such emissions.

Response to Comment E-28. Section 4.3 Climate Change and Greenhouse Gas Emissions, Subsection 4.3.2 Regulatory Setting in the Draft EIR pages 4.3-7 through 4.3-11 contains a discussion on the various federal, state, local and City laws, regulations and policies concerning greenhouse gas.

Response to Comment E-29. The greenhouse gas impact study (*Greenhouse Gas Emissions and Global Climate Change Study*, LSA Associates, Inc., December 2011) provided emissions from both construction and operation periods. During the construction period, emissions from both equipment exhaust and other area sources were calculated. During the operational period, emissions associated with vehicular (including automobiles and trucks) trips, water and energy usage, waste treatment, and other known sources have been calculated and identified in the study.

Response to Comment E-30. Please see Response to Comment E-29. All known emissions during construction and operations of the proposed project have been identified and calculated.

Response to Comment E-31. Please see Response to Comment E-29. All known emissions during construction and operations of the proposed project have been identified and calculated.

Response to Comment E-32. Please see Response to Comment E-29. All known emissions during construction and operations of the proposed project have been identified and calculated. If the commentor is suggesting that an exhaustive "life-cycle" inventory of the project's greenhouse gas

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emissions be prepared, the State Office of Planning and Research provided guidance on this issue and clarified that a life-cycle analysis is not required.[1]

Response to Comment E-33. Please see Response to Comment E-29.All known emissions during construction and operations of the proposed project have been identified and calculated.

Response to Comment E-34. Please see the Response to Comment E-29. All known emissions during construction and operations of the proposed project have been identified and calculated. The preparer of the greenhouse gas impact study has followed the guidelines provided by the OPR and CAPCOA and has provided an adequate analysis. It is the City's opinion that it has disclosed the impacts of the proposed project adequately and mitigated the impacts of greenhouse gas emissions where applicable (Draft EIR Section 4.3 Climate Change and Greenhouse Gas Emissions, pages 4.3-1 – 4.3-27).

Response to Comment E-35. The commentor points out that existing conditions must be utilized as the environmental baseline throughout the Draft EIR. The Draft EIR does just this by calculating and presenting the air pollution and greenhouse gas emissions attributable to the proposed project. Because there is currently no land use activity on the project site, existing baseline emissions are zero. Consequently, the calculated emissions represent the emissions associated with the project.

Response to Comment E-36. The project will not be built over a long period of time. There is no phasing proposed with the development. The commentor is confused, the project is not a planned community, it is an approximately 1,616,133 square feet of distribution warehouse (refer to Draft EIR, Section 3.0 Project Description). There is no reason to evaluate the emissions of the proposed project over five year increments since the building will be built all within the same year.

Response to Comment E-37. It is the commentor's opinion that the Draft EIR does not provide a complete inventory of impacts. The Draft EIR evaluated the impacts of the project on air quality (Section 4.2) and greenhouse gas emissions and global climate change (Section 4.3). In addition a full air quality study and greenhouse gas emissions study were prepared for the proposed project and included in their entirety in the Appendix to the Draft EIR. No further response is required.

Response to Comment E-38. According to the greenhouse gas impact study (*Greenhouse Gas Emissions and Global Climate Change Study*, LSA Associates, Inc., December 2011), "*Global climate change is the observed increase in the average temperature of the Earth's atmosphere and oceans along with other significant changes in climate (such as precipitation or wind) that last for an extended period of time. The term "global climate change" is often used interchangeably with the term "global warming," but "global climate change" is preferred to "global warming" because it helps convey that there are other changes in addition to rising temperatures."* The Draft EIR did analyze the project's effects on greenhouse gas emissions which is a component of global climate change or global warming (Section 4.3 Climate Change and Greenhouse Gas Emissions, pages 4.3-1 – 4.3-27).

In addition, the California requires mandatory measures to be implemented on all new construction projects that consist of a wide array of green measures concerning project site design, water use reduction, improvement of indoor air quality, and conservation of materials and resources. The Cal Green Building Code refers to Title 24, Part 6 compliance with respect to energy efficiency; however, it encourages 15 percent energy use reduction over the required in Part 6. The Cal Green Code prescribes a wide array of measures that would directly and indirectly result in reduction of GHG

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1 *Transmittal of the Governor's Office of Planning and Research's Proposed SB97 CEQA Guidelines Amendments to the Natural Resources Agency*, California Governor's Office of Planning and Research, April 13, 2009, page 2.

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emissions from the Business as Usual Scenario (California Building Code). The mandatory measures that are applicable to nonresidential projects include site selection, energy efficiency, water efficiency, materials conservation and resource efficiency, and environmental quality measures.

If the commentor is suggesting that the Draft EIR should analyze global warming on the proposed project there is a a recent CEQA Case *Ballona Wetlands Land Trust v. City of Los Angeles and Ballona Ecosystem Education Project v City of Los Angeles,* No.B231965 (Cal. Ct. App 2d Dist., November 9, 2011) where the opponents claimed that the EIR was inadequate because it did not analyze the effects of sea rise due to global warming on the project. The Court held that CEQA did not require the EIR to analyze this risk, concluding that "the purpose of an EIR is to identify the environmental effects of the project on the environment and not the significant effects of the environment on the project." The court reasoned: "[w]e believe that identifying the environmental effects of attracting development and people to an area is consistent with CEQA's legislative purpose and statutory requirements, but identifying the effects on the project and its users of locating the project in a particular environmental setting is neither consistent with CEQA's legislative purpose not required by CEQA statutes." Therefore an analysis of the effects of global climate change on the project is not appropriate and is not required.

Response to Comment E-39. Refer to Response to Comment E-38.

Response to Comment E-40. Refer to Response to Comment E-38.

Response to Comment E-41. As stated in Response to Comment E-38, CEQA does not require that the effects of global climate change on the project and other environmental resources must be analyzed in the EIR. CEQA does require that the proposed project's effects on greenhouse gas emissions and global climate change must be addressed. This analysis was provided in Section 4.3 Greenhouse Gas Emissions and Global Climate Change in the Draft EIR. The Draft EIR did analyze the significant effects on air quality (Section 4.2), water supply (Section 2.0), flood hazards (Section 2.0) and biological resources (Section 2.0) and provided mitigation to reduce those impacts where feasible.

Response to Comment E-42. The Draft EIR analyzed the cumulative effects of the project on greenhouse gas emissions (Section 4.3.7 Cumulative Impacts, page 4.3-26) and it was determined that "*While it is not possible to determine whether the project individually will have a significant impact on global warming or climate change, it will contribute to cumulative GHG emissions in California. Cumulatively, the build out of the proposed project would contribute approximately 0.044 metric tons of CO_2e per year, which is 0.009 percent of California's existing total emissions for carbon dioxide, methane, and nitrous oxide (478 metric tons of CO_2e per year). The mitigation measures discussed above will likely reduce the project's emissions of greenhouse gases; however, without the necessary science and analytical tools, it is not possible to determine with certainty whether the project's emissions of greenhouse gases will be cumulatively considerable, within the meaning of CEQA Guidelines Sections 15065(a)(3) and 15130. The CARB is currently in the process of designing regulations to monitor, limit, and ultimately reduce California GHG emissions but there are as yet no adopted standards for assessing the significance of cumulative impacts from projects.*

Cumulatively, the emissions from electricity production would comprise approximately 3.4 percent of the project's total CO_2e emissions. Water usage and solid waste disposal emissions comprise approximately 18 percent of the project's total CO_2e emissions while the emissions from vehicle exhaust would comprise approximately 77 percent of the project's total CO_2e emissions. The emissions from vehicle exhaust are controlled by the State and Federal governments and are outside the control of the City. The remaining CO_2e emissions are primarily associated with building systems. The proposed project is required to comply with existing State and Federal regulations regarding the energy efficiency

of buildings, appliances, and lighting, which would reduce the project's electricity demand. The new buildings constructed in accordance with current energy efficiency standards would be more energy efficient than older buildings.

With implementation of the strategies and programs described previously, the project is consistent with the strategies to reduce California's emissions to the levels proposed in Executive Order S-3-05. However, given the uncertainty of data and appropriate methodology to accurately analyze, and the inability to quantify the reduction achieved through implementation of strategies and programs previously identified, the proposed project's GHG emission contribution would result in a cumulative impact regarding global climate change and the cumulative impacts of the proposed project on global climate change are considered to be significant and unavoidable."

The Draft EIR did analyze the cumulative effects of the project on greenhouse gas emissions and determined the impacts on global climate change are considered to be significant and unavoidable.

Response to Comment E-43. To clarify, the project is not subject to NEPA and the environmental documentation that was completed is under CEQA. The findings or rulings under NEPA do not apply in this case; however, State CEQA Guidelines Section 15064(b) provides that "…the determination of whether a project may have a significant effect on the environment calls for careful judgment on the part of the public agency involved, based to the extent possible on scientific and factual data," and further, that an "ironclad definition of significant effect is not always possible because the significance of an activity may vary with the setting." The State CEQA Guidelines further indicate that even when thresholds are established, they may include "identifiable quantitative, qualitative or performance level of a particular environmental effect" (State CEQA Guidelines, Section 15064.7).

Furthermore, the Draft EIR page 4.3-26 as modified in this Final EIR, determined "*project-related GHG emissions and their contribution to global climate change impacts in the State are less than significant ~~and less than cumulatively considerable~~* <u>on a project specific basis</u> *because: (1) the project's impacts alone would not cause or significantly contribute to global climate change, and (2) the project has no substantial effect on consumption of fuels or other energy resources, especially fossil fuels that contribute to GHG emissions when consumed.*

The Draft EIR (Section 4.3) made a determination that the proposed project would not conflict with any applicable plan, policy, or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases and no mitigation is required. However, it was determined that the proposed project would generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment and mitigation was proposed to reduce these project-specific effects to less that significant (Draft EIR, page 4.3-21 – 4.3-26).

It should be noted that any GHG emissions reductions achieved locally and within the State may be offset by emissions increases in developing countries such as Brazil, Russia, India and China. In the absence of worldwide reduction commitments that are fully funded, any project level reduction measures cannot assure that significant effects from greenhouse gas emissions will be fully mitigated because significant impacts from greenhouse gas emissions may occur even with implementation of the measures set forth in CARB's AB 32 Scoping Plan.

Response to Comment E-44. Refer to Response to Comment E-43.

Response to Comment E-45. Refer to Responses to Comments E-42 and E-43.

Response to Comment E-46. As the comment is the opinion of the commentor the City is not in the position nor is it reasonable to adopt a "zero" significance threshold. SCAQMD and other air quality

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agencies agree that GHG and climate change should be assessed as a potentially significant "cumulative impact" rather than a "project-specific" impact. SCAQMD is considering the adoption of a numeric plan-level efficiency target of 6.6 MTCO2E per service population.

The intent of CEQA is to determine the significant effects of a project on the environment and provide feasible and reasonable mitigation to reduce impacts to less than significant. In instances where the impact of the project cannot be reduced to less than significant and it is determined the impact is significant and unavoidable, the Lead Agency, must adopt a Statement of Overriding Considerations that finds (1) under Public Resources Code Section 21081(a)(3), and CEQA Guidelines Section 15091(a)(3), that specific economic, legal, social technological, or other considerations, including provisions of employment opportunities to highly trained workers make infeasible the mitigation measures or project alternatives identified in the Final EIR; and (2) under CEQA Guidelines section 15092(b), that the remaining significant effects are acceptable due to overriding concerns described in the CEQA Guidelines Section 15093. CEQA does have a provision as stated above that an impact can be significant and unavoidable if the City makes findings as to why it is willing to accept the significant impact; therefore, it was not CEQA's intent to not allow any tolerance for impacts on the environment as long a good faith effort is made to reduce the impacts where reasonable.

Response to Comment E-47. See Response to Comment D-8. Mitigation Measure 4.2.6.3.A (Draft EIR page 4.2-26) requires "Any combination of design features, including but not limited to the following list, may be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent:" With implementation of this measure, the building will meet a 20% reduction in energy performance standard which will render greenhouse gas emissions impacts to a less than significant level on a project-specific basis and consistent with the intention of AB32. It should be noted, however, that many new mitigation measures have been added in the Final EIR. Please refer to the Table contained in Response to Comment D-45 regarding air quality operational mitigation measures as well as indicated in Section 3.0 Errata in the Final EIR.

Response to Comment E-48. Riverside Transit Authority (RTA) has an established bus route, No. 19, which services the project area and the site. The RTA has two stops one on either side of Perris Blvd. and Grove View Rd. From the project site the walk north along Perris Blvd. is approximately 0.2 mile to a stop at Perris Blvd and Nandina. There is another bus stop at 17800 Perris Blvd. approximately 0.1 mile from the project site. Therefore, the site is serviced by the RTA and no further actions are necessary. However, a bus bay has been included in the project design along the site's Perris frontage.

The commentor is erroneously confusing this project which is a distribution warehouse with a mixed use or commercial project that would have residents living within the project area. It is not appropriate to include plazas and pedestrian and bicycle only streets within the project and to create routes that will allow residents to reach the commercial center, schools and parks by public transportation, bicycling and walking as suggested by the commentor. The project is not building transportation routes. The project is located on existing roadways, Perris Boulevard, Indian Street, and Grove View Road.

Response to Comment E-49. The commentor is erroneously confusing the proposed project, which is a high-cube logistics distribution warehouse, by inferring that it is a planned community with a residential component. Nonetheless, the warehouse building will be required to incorporate many green building techniques required as part of Mitigation Measures 4.2.6.3A-4.2.6.3B and 4.3.6.1A-4.3.6.1C.

Response to Comment E-50. The commentor is erroneously confusing the proposed project, which is a high-cube logistics distribution warehouse, by inferring that it is a residential project. Nonetheless,

please see the response to Comments E-29 and E-32. All known emissions during construction and operations of the proposed project have been identified and calculated (Draft EIR Section 4.3 Climate Change and Greenhouse Gas Emissions, pages 4.3-1 – 4.3-27).

Response to Comment E-51. See Response to Comments D-8 and E-47.

Feasible mitigation measures, including several identified in the list provided by the commentor, have been already included as mitigation for the project and are identified in the Draft EIR. In addition, the mitigation measures shown as "Incorporated" in the following Table have been added to the Final EIR (Section 3.0 Errata) as suggested by the commentor. The changes to the Draft EIR do not result in a significant impact and has no material effect on the findings of the EIR. The Table below contains each of the greenhouse gas reduction measures suggested for inclusion by the commentor and if it is already included, if will be added mitigation as part of the Final EIR, or if will not be included and why.

Suggested Mitigation Measure	Response
1. Analyzing and incorporating the U.S. Green Building Council's LEED (Leadership in Energy and Environmental Design) or comparable standards for energy efficient building during pre-design, design, construction, operations and management.	**Incorporated.** The project description states In recognition of the trend towards Green Building, the proposed project will pursue the Leadership in Energy and Environmental Design (LEED) Core & Shell rating program. LEED is a voluntary, consensus-based standard to support and certify successful green building design, construction, and operations.
2. Designing buildings for passive heating and cooling, and natural light, including building orientation, proper orientation and placement of windows, overhangs, skylights, etc.	**Included.** A similar mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-27.
3. Designing buildings for maximum energy efficiency including the maximum possible insulation, use of compact florescent or other low-energy lighting, use of energy efficient appliances, etc.	**Included.** A similar mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-27.
4. Reducing the use of pavement and impermeable surfaces.	**Included where appropriate.** Impermeable surfaces will be installed were appropriate but it is not feasible to use impermeable surfaces in the truck parking area since a soft permeable surface will not support the weight of a large truck.
5. Requiring water re-use systems.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.3.6.1C** on page 4.3-25.
6. Installing light emitting diodes (LEDs) for traffic, street and other outdoor lighting.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.3.6.1A** on page 4.3-24.
7. Limiting the hours of operation of outdoor lighting.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-27.
8. Maximizing water conservation measures in buildings and landscaping, using drought tolerant plants in lieu of turf, planting shade trees.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-27.
9. Ensure that the Project is fully served by full recycling and composting services.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3B** on page 4.2-28.
10. Ensure that the Project's wastewater and solid waste will be treated in facilities where greenhouse gas emissions are minimized and captured.	**Infeasible.** The site is served by public entities for wastewater and solid waste, Neither the City nor the project proponent has control over those facilities.

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Suggested Mitigation Measure	Response
11. Installing the maximum possible photovoltaic array on the building roofs and/or on the project site to generate all of the electricity required by the Project, and utilizing wind energy to the extent necessary and feasible.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.3.6.1A** on page 4.3-24.
Mitigation Related to Construction	
1. Utilize recycled, low-carbon, and otherwise climate-friendly building materials such as salvaged and recycled-content materials for building, hard surfaces, and non-plant landscaping materials.	**Included.** A similar mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.3.6.1B** on page 4.3-25.
2. Minimize, reuse, and recycle construction-related waste.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.3.6.1A** on page 4.3-24.
3. Minimize grading, earth-moving, and other energy-intensive construction practices.	**Infeasible.** The entire site must be graded to accommodate the building structure and parking lot.
4. Landscape to preserve natural vegetation and maintain watershed integrity.	**Infeasible.** The site does not contain natural/native vegetation**.**
5. Utilize alternative fuels in construction equipment and require construction equipment to utilize the best available technology to reduce emissions.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measures 4.2.6.1B, 4.2.6.1I, and 4.2.6.1K** on pages 4.2-21- 4.2.22.
6. Utilize recycled, low-carbon, and otherwise climate-friendly building materials such as salvaged and recycled-content materials for building, hard surfaces, and non-plant landscaping materials.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.3.6.1B** on page 4.3-25.
Transportation Mitigation Measures	
1. Encourage and promote ride sharing programs through such methods as a specific percentage of parking spaces for ride sharing vehicles.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-27.
2. Create a car sharing program within the planned community;	**Not required.** The project is not a planned community. . As noted in **Mitigation Measure 4.2.6.1K**, documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs.
3. Create a light vehicle network, such as a neighborhood electric vehicle (NEV) system.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-27.
4. Provide necessary facilities and infrastructure to encourage residents to use low or zeroemission vehicles, for example, by developing electric vehicle charging facilities and conveniently located alternative fueling stations.	**Included.** A similar mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-27. The mitigation measure the commentor suggests relates to "residents". This project is a high-cube warehouse not a residential development.
5. Provide a shuttle service to public transit within and beyond the planned community.	**Not required.** The RTA has two stops one on either side of Perris Blvd. and Grove View Rd. From the project site the walk north along Perris Blvd. is approximately 0.2 mile to a stop at Perris Blvd and Nandina. There is another bus stop at 17800 Perris Blvd. approximately 0.1 mile from the project site. Therefore, the site is serviced by the RTA and no further actions are necessary. However, a bus bay has been included in the project design along the site's Perris frontage.

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Suggested Mitigation Measure	Response
6. Incorporate bicycle lanes and routes into the planned community's street systems.	**Not required.** Bicycle access to and from the project will take place from the adjacent streets In addition the project is not a planned community.

Response to Comment E-52. See the Table included in the Response to Comment E-51 under "Mitigation Related to Construction" Items 1-6.

Response to Comment E-53. See the Table included in the Response to Comment E-51 under "Transportation Mitigation Measures" Items 1-6.

Response to Comment E-54. The use of carbon offsets are infeasible because:

- The cited precedent is a negotiated settlement for a major oil refinery in Contra Costa County, rather than a warehouse development in Riverside County;
- The cited precedent was for the period prior to 2012;
- California has not established any generally applicable standards for requiring offsets for GHG emissions; and
- Most cities and counties in California have not required offsets for GHG emissions on projects of the scale of the proposed project. Since this is a cumulative rather than a project level impact, mitigation for the cumulative level impact will be ineffective unless it is applied to all the cumulative projects.

Using such carbon offsets to mitigate for cumulative impacts is fraught with uncertainty. As the comment implies ("… offsets purchased are real…"), but there is considerable controversy regarding whether offsets that are available today will actually mitigate this cumulative effect.

First, it requires an accurate measure of the emissions to be offset and the offsets to be provided. That calculation turns out to be riddled with uncertainty on both ends. As noted above in the example cited by the commenter, this initial offset of $7 million for the Rodeo refinery was later reduced to $4.4 million due to revised calculations of GHG emissions. The UN's Intergovernmental Panel on Climate Change found a margin of error of 10% with measuring emissions from making cement or fertilizer; 60% with the oil, gas and coal industries; and 100% with some agricultural processes.

Second, the provision of offsets requires an accurate measure of the carbon saved elsewhere. Most of the earliest offset projects involved planting trees, which naturally ingest carbon, a complex and unpredictable process which forbids accurate measurement.

Finally, the very idea of offsetting relies on what is known as additionally - evidence that a carbon reduction would not have occurred in the natural order of commercial life. For example, one of the biggest UK companies that sells offsets, Climate Care, distributed 10,000 energy-efficient light bulbs in a South African township; offered the carbon reductions as offsets; and then discovered that an energy company was distributing the same kind of light bulbs free to masses of customers, including their township, so the reduction would have happened anyway.

To accurately calculate the amount of credit for each of the above actions, the offset program must make a number of critical assumptions:

- What is the baseline of emissions for the existing facilities that would be retrofitted to reduce their energy consumption? Would they ultimately be retrofitted in any case, thus limiting the actual resulting reduction in GHG emissions?

- Is the development of the alternative energy source actually dependent on the external funding provided by the offset? Or is the alternative energy developer simply achieving another subsidy?

- How much extra energy (and GHG emissions) is required to construct the alternative energy facility? What period of time should this be amortized over? For example, the development of the California High Speed Rail Project is estimated to reduce energy consumption in the long run. However, the extra energy involved with construction is estimated to have a 40 year payback.

As such, the actual amount of mitigation provided by an offset program can be speculative, based upon the actual performance of the program.

While the above cited issues with offsets are problematic, even if they are successful, they are based upon the assumption that a 1:1 reduction in emissions will actually result in the same reduction in global CO2 values. This static analysis fails to take into account the dynamic nature of energy consumption worldwide. When energy consumption (a proxy for GHG emissions) is reduced in one location, there are powerful economic reasons to assert that the same energy consumption (GHG emissions) will simply be shifted to another location.

There is a global marketplace for fossil fuel energy based upon a market between buyers and sellers. The sellers, those who own the sources and production of fossil fuel energy, have a powerful economic interest to keep and increase their income stream from the production of fossil fuels.

To the extent that the actions cited above as potential offset measures, in combination with other conservation measures, reduce the demand for fossil fuels in the countries where they are implemented, the owners of these fossil fuel supplies will still want to preserve and enhance their income as much as possible. And there is a large unmet need (unmet as defined by consumer actions) for increased energy consumption in developing countries. For example the average annual energy consumption of a citizen of China or sub-Saharan Africa, at 4.5 metric tons, is far less than that of the average US citizen, at 20 metric tons. To the extent that the US and other countries reduce energy consumption based upon energy efficiency measures, the owners of fossil fuel resources will seek to sell the same energy, perhaps at a lower price, to the less developed countries. If the energy is sold at a lower price, then more energy would need to be sold to generate the same income, and the resulting energy consumption and GHG emissions could actually increase.

There is uncertainty regarding the efficacy, reliability and legal standing of carbon off-sets at this time. For this reason, such mitigation is considered to be infeasible.

Response to Comment E-55. The commentor is correct in stating that the EIR must contain a "*reasonable*" [emphasis added] range of alternatives to the proposed project that avoid or lessen the significant impacts to the proposed project (Pub. Res. Code §21002; CEQA Guidelines §§ 15002(a)(3), 15021(a)(2), 15126.6(d)). According to CEQA Guidelines §15126.6(a) "[A]n EIR need not consider every conceivable alternative to a project. An EIR is not required to consider alternatives which are infeasible. The lead agency is responsible for selecting a range of project alternatives for examination and must publicly disclose its reasoning for selecting those alternatives. There is no ironclad rule governing the nature or scope of the alternatives to be discussed other than the rule of

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reason. (Citizens of Goleta Valley v. Board of Supervisors (1990) 52 Cal.3d 553 and Laurel Heights Improvement Association v. Regents of the University of California (1988) 47 Cal.3d 376)."

The Draft EIR does include an analysis of a reasonable range of alternatives to the proposed project (Section 6.0 Alternatives, pages. 6-1 – 6-33) incompliance with CEQA. The Draft EIR discusses the No Project Alternative (Section 6.3.2.1) and an Off-Site Alternative (Section 6.3.2.4) as suggested by the commentor.

Response to Comment E-56. The commentor is misinterpreting the Draft EIR or has failed to understand that the proposed project is not a higher density mixed use commercial/residential project. The project analyzed in the Draft EIR is an industrial project (refer to Draft EIR Section 3.0 Project Description) which is consistent with the General Plan Designation of Business Park/Light Industrial. Zoning for the site and surrounding area in the City is governed by Specific Plan (SP) 208. SP 208, which is known as the Moreno Valley Industrial Area Plan, was originally adopted in 1989, amended in 2001 and 2002. The entire area surrounding the project site is zoned SP 208 which has planned the area for business park and industrial uses since 1989 (23 years). The area to the south in the City of Perris is also planned for industrial and commercial uses. Clearly, the Cities of Moreno Valley and Perris have planned this area for industrial/business park and commercial uses in their respective General Plans for years. The City has already determined the appropriate lands uses for the area and conducted the appropriate CEQA review for that determination. This project implements that prior determination consistent with the existing general plan and specific plan.

If the commentor is suggesting that a high density mixed use commercial/residential project be considered as an alternative to the proposed project, the Draft EIR Section 6.3.2.3, page 6-22 does include an analysis of Alternative 3 Mixed Use Commercial Office Center. A Mixed Commercial/Residential Alternative was analyzed in Section 6.2.3 and it was determined *[t]hat the mixed commercial/residential alternative would not meet the project objectives of providing new employment and revenue generation options in close proximity to local consumers to the same degree as the proposed project. The employment opportunities and economic benefits derived from the proposed project are superior to the Mixed Commercial/Residential Alternative. This alternative has been rejected because it would result in greater impacts and would not satisfy the basic City objectives for development of the project site.*

Also refer to Response to Comment D-96.

Response to Comment E-57. The Draft EIR does analyze the various alternatives impacts on greenhouse gas emissions (Table 6.G page 6-16) biological resources, water resources including water quality and water availability(Table 6.E page 6-16) and traffic (Table 6.C page 6-15). In addition, detailed analysis for each of the alternatives is proposed in Draft EIR Sections 6.3.1.1, 6.3.1.2, 6.3.1.3 and 6.3.1.4 on pages. 6-12 – 6-31 as it related to the environmental issues listed by the commentor. An agricultural alternative was not considered because the site has been planned by the City since 1987 for industrial land uses. In addition the current General Plan does not include any agricultural designations. The City allows agricultural uses in all land use designations as an interim use until such time as the land is developed per the vision identified in the General Plan. One of the goals stated in the City's recent General Plan is the "…orderly conversion of agricultural lands." Therefore, an agricultural use as an alternative is not a practical alternative that requires analysis. No further analysis is necessary and the comment does not change the conclusion in the Draft EIR.

Response to Comment E-58. This is the commentor's opinion and is not relevant to the analysis in the Draft EIR. However, the Draft EIR, Section 3.0 Project Description, page 3-1, states that "*The proposed project site has been used historically for agricultural purposes but currently lies fallow. It*

was most recently used as a sod farm growing that ceased operating in August 2005." The site has not been farmed over the last seven years.

Response to Comment E-59. A less dense alternative (which is to assume an alternative that considers a building of less square footage) is analyzed in the Draft EIR as Alternative 2. In this Alternative, warehouse uses would be reduced to 1,212,100 square feet on 71 acres. It was determines that Alternative 2 would be the environmentally superior alternative and it would have similar impacts as the proposed project on: agriculture and forestry resources, biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, mineral resources and recreation (Draft EIR Section 6.3.2.2 Alternative 2: Reduced Intensity , pages 6-17 – 6-22). It was concluded on page 6-21 that [*U]nder the Reduced Intensity Alternative, impacts related to short-term construction-related air quality would be similar to the proposed project as the same amount of land would be disturbed and the same mix of equipment would be utilized. Long-term operational-related air quality impacts would be reduced in magnitude when compared to the project but would remain significant and unavoidable. The decrease in warehouse uses would result in a reduction of permanent jobs that would be created. This alternative would have a reduced demand on public services and utilities and service systems. However, similar to the proposed project, the payment of fees and adherence to utility requirements would reduce these impacts to a less than significant level.*

Because of the decrease in vehicle trips achieved under this alternative, impacts to the operation of local roadways and intersections would be proportionally reduced from what was identified for the proposed project; however, long-term traffic impacts would remain significant and unavoidable. Construction-related noise would be similarly mitigated like the proposed project and would remain less than significant. Water use for this alternative would be less than the proposed project and would generate less wastewater and solid waste. Under this alternative, the proposed project objectives are met and warehouse uses would still be built, but on a smaller scale.

As stated above, the Reduced Intensity Alternative would reduce the intensity of some impacts of the proposed project. However; loss of farmland, long-term air quality, greenhouse gas emissions cumulative impacts, and long-term traffic impacts would remain significant and unavoidable. The Reduced Intensity Alternative is a reduction in actual size of the warehouse but the significant unavoidable impacts of the proposed project are not reduced to less than significant.

Additionally, the Reduced Intensity Alternative would not meet the following project objectives: "Provide a high density, high-quality large-scale industrial development to provide jobs for residents at a variety of income levels" and "Cluster industrial warehouse uses near efficient access points to the state highway system to reduce traffic congestion on surface streets and to reduce concomitant air pollutant emissions from vehicle sources reduces impacts to air quality, global climate change, and traffic." This is due to the fact that reduced-intensity development patterns are in concept diametrically opposite of the highly dense form of development patterns that are characteristic of clustered development. Development of the project site in such an inefficient manner would result in negative effects such as sprawl leading to increased VMT and associated air pollution and greenhouse gas emissions.

Response to Comment E-60. The City has fully responded to the commentor's concerns and comments and others who had submitted comments on the Draft EIR. The Final EIR is conformance with CEQA Guidelines §§ 15090, 15091, and 15132. In addition, the significant impacts of the proposed project have been analyzed in Section 4.1 through Section 4.5 in the Draft EIR and mitigation proposed for those impacts that were found to be significant. For those impacts for agriculture, air quality, greenhouse gas emissions, and traffic that were determined to be significant and unavoidable the City would have to adopt findings and a statement of overriding considerations

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that the state the specific economic, legal, social technological, or other considerations, outweigh the significant unavoidable effects of the proposed project.

Response to Comment E-61. The City has included the Sierra Club on its mailing list for all future notices and documents regarding this project.

Response to Comment E-62. The commentor has attached various references. No response is required.

STATE OF CALIFORNIA—BUSINESS, TRANSPORTATION AND HOUSING AGENCY EDMUND G. BROWN Jr. Governor

DEPARTMENT OF TRANSPORTATION
DISTRICT 8
PLANNING
464 WEST 4th STREET, 6th Floor MS 725
SAN BERNARDINO, CA 92401-1400
PHONE (909) 383-4557
FAX (909) 383-6890
TTY (909) 383-6300

Flex your power!
Be energy efficient!

June 4, 2012

Jeff Bradshaw
Associate Planner
City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552

Notice of availability DEIR for the VIP Moreno Valley. Riv-215-PM 32.62

Dear Mr. Bradshaw,

We have completed our review for the above noted project which is a 1,616,133 square foot warehouse distribution building on a 71.13 net acre site. The building includes 268 dock high doors and 44,000 square feet of office area in four potential office locations. Located within the Moreno Valley Industrial Area Plan (SP 208) at the City's southern boundary, between Perris Boulevard and Indian Street and between Grove View Road and the Perris Valley storm channel Tentative Parcel Map No. 36162 is proposed to combine four existing parcels into a single parcel for development of the 1.6 million square warehouse facilities. 1

As the owner and operator of the State Highway System (SHS), it is our responsibility to coordinate and consult with local jurisdictions when proposed development may impact our facilities. As the responsible agency under the California Environmental Quality Act (CEQA), it is also our responsibility to make recommendations to offset associated impacts with the proposed project. Although the project is under the jurisdiction of the City of Moreno Valley due to the Project's potential impact to State facilities it is also subject to the policies and regulations that govern the SHS. 2

We recommend the following: however, additional comments maybe forth coming. 3

Traffic Forecasting

Appendix G- Traffic Study VIP Moreno Valley page 6, Under section "Existing Without Project Traffic Volumes" please use year 2007 for Caltrans AADT volume data which can be found online. This will keep the consistency in traffic volume projections.

Appendix G- Traffic Study VIP Moreno Valley page 7, Under section "Existing Without Project Traffic Volumes" please specify which year(s) have been used to determine the D and K factors derived from Caltrans data. 4

We appreciate the opportunity to offer comments concerning this project. If you have any questions regarding this letter, please contact Talvin Dennis at (909) 383-6908 or myself at (909) 383-4557 for assistance.

"Caltrans improves mobility across California"

Sincerely,

DANIEL KOPULSKY
Office Chief
Community Planning/IGR-CEQA

2.14 RESPONSE TO LETTER F

California Department of Transportation, District 8

Response to Comment F-1. The commentor has accurately summarized the general aspects of the proposed project.

Response to Comment F-2. The comment is introductory and states that the California Department of Transportation (Caltrans) is the owner and operator of the State Highway System as is a "responsible agency" pursuant to Public Resources Code Section 21070 for making recommendations to offset associated traffic impacts with the proposed project.

The comment is introductory in nature and outlines Caltrans' authority and role as a commenting agency. Caltrans' introduction in this comment is noted, and no further response is required.

Response to Comment F-3. Response to Comment F-3. The project Traffic Impact Analysis used 2009 Caltrans Annual Average Daily Traffic (AADT) volume data because it was the most current data available and was comparable to the 2007 AADT. In addition, 2007 counts for the intersection analysis were used because it was determined that the volumes in 2007 were significantly higher at some locations than in 2009 and would represent the worst-case scenario.

Response to Comment F-4. The project Traffic Impact Analysis used 2009 Caltrans data for K and D factors to be consistent with the 2009 Caltrans AADT volume data that was used in the analysis.

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EASTERN MUNICIPAL WATER DISTRICT
SINCE 1950

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General Manager
Paul D. Jones II, P.E.

Director of The Metropolitan Water District of So. Calif.
Randy A. Record

Board Secretary and Assistant to the General Manager
Rosemarie V. Howard

Legal Counsel
Redwine and Sherrill

June 4, 2012

Jeff Bradshaw, Associate Planner
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

SUBJECT: VIP Moreno Valley
Notice of Availability (NOA) of a
Draft Environmental Impact Report

Dear Mr. Bradshaw:

Thank you for the opportunity to review the Notice of Availability (NOA) for the above referenced project. The project proposes to develop approximately 1,616,133 square feet of distribution warehouse space on an approximately 71 acre site. The single building will be constructed with 264 vertical-lift dock-high roll-up doors on the long (north and south) sides of the building to allow access for the loading and unloading of products from diesel truck/trailers. The project is estimated to be constructed by the year 2013. Eastern Municipal Water District (EMWD) offers the following comments. 1

The subject project requires water, sewer and recycled water services from EMWD. The details of said service connection points will be further detailed in a separate document, known as EMWD's Plan of Service, which is still not yet developed by the project proponent. To that end, EMWD requires dialog with the project proponent, to develop the EMWD Plan of Service, as clarified in the attached letter. 2

Again, EMWD appreciates the opportunity to comment on this project. Please forward the Final Environmental Impact Report to the attention of Helen Stratton at the mailing address shown on page one. If you have questions concerning these comments, please feel free to contact Helen Stratton at 951 928-3777, Ext. 4545, or Eli Rodriguez at Ext. 4450.

Sincerely,

Joseph B. Lewis
Director of Engineering Services

JBL:hs
Cc: Eli Rodriguez
Encls.

Mailing Address: Post Office Box 8300 Perris, CA 92572-8300 Telephone: (951) 928-3777 Fax: (951) 928-6177
Location: 2270 Trumble Road Perris, CA 92570 Internet : www.emwd.org

Letter G

EASTERN MUNICIPAL WATER DISTRICT
SINCE 1950

June 4, 2012

Board of Directors

President and Treasurer
Joseph J. Kuebler, CPA

Vice President
Philip E. Paule

Ronald W. Sullivan
Randy A. Record
David J. Slawson

General Manager
Paul E. Jones II, P.E.

Director of The Metropolitan Water District of So. Calif.
Randy A. Record

Board Secretary and Assistant to the General Manager
Rosemarie V. Howard

Legal Counsel
Redwine and Sherrill

City Of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

Re. NOP of DEIR, VIP Moreno Valley, TPM 36162

Attn. Jeff Bradshaw, Associate Planner, City Of Moreno Valley

In order to receive water, sewer or recycled water service(s) from Eastern Municipal Water District (EMWD), the following information will be helpful to the project proponent:

EMWD requires beginning dialogue with the project proponent at an early stage in site design and development, via a one-hour complimentary Due Diligence meeting. To set up this meeting, the project proponent should complete a Project Questionnaire (form NBD-058) and submit to EMWD. To download this form or for additional information, please visit our "New Development Process" web page, under the "Businesses" tab, at www.emwd.org. This meeting will offer the following benefits:

1. Describe EMWD's development work-flow process
2. Identify project scope and parameters
3. Preliminary, high level review of the project within the context of existing infrastructure
4. Discuss potential candidacy for recycled water service

Following the Due Diligence meeting, to proceed with this project, a Plan Of Service (POS) will need to be developed by the developer's engineer, and reviewed/approved by EMWD prior to submitting improvement plans for Plan Check. The POS process will provide the following:

1- Technical evaluation of the project's preliminary design
2- Defined facility requirements, i.e. approved POS
3- Exception: for feasibility evaluation of a purchase acquisition, only a conceptual facilities assessment may be developed.

2

If you have questions or concerns, please do not hesitate to contact me.

Sincerely,

Eli Rodriguez
New Business Development Department
(951) 928-3777 x4450
rodrigue@emwd.org

2.16 RESPONSE TO LETTER G

Eastern Municipal Water District

Response to Comment G-1. The commentor has accurately summarized the general aspects of the proposed project.

Response to Comment G-2. Eastern Municipal Water District is providing information to the City and applicant that the applicant must submit a Plan of Services prior to construction of the project. The attachment letter outlines what is required of the applicant prior to construction. The comment does not directly refer to the Draft EIR but is provided for informational purposes.

MV00177445

From: Noelle_Ronan@fws.gov [mailto:Noelle_Ronan@fws.gov]
Sent: Monday, June 04, 2012 4:00 PM
To: Jeffrey Bradshaw
Cc: CLandry@wrcrca.org; Karin_Cleary-Rose@fws.gov
Subject: VIP Moreno Valley Draft Environmental Impact Report (DEIR) [FWS-WRIV-12B0233-12CPA0244]

Mr. Bradshaw,
The City of Moreno Valley submitted the above-mentioned DEIR to identify the proposed project's direct, indirect, and cumulative environmental impacts, to discuss alternatives, and to propose mitigation measures that avoid, minimize, or offset significant environmental impacts. The Service is providing the following comments as they relate to the project's consistency with the Western Riverside County Multiple Species Conservation Plan (MSHCP).

Focused surveys for special status plants and burrowing owls were conducted on the project site in 2009. We typically prefer that surveys for sensitive species are updated (i.e., no more than 1 year old) to demonstrate that the project is consistent with the MSHCP. However; given the disturbed condition of the project site (e.g., annual disking), we acknowledge that the focused surveys for sensitive plants and burrowing owls are sufficient. 1

We appreciate the inclusion of mitigation measures (Mitigation Measure BIO-1 through BIO-4) to avoid or minimize impacts to birds protected by the Migratory Bird Treaty Act (MBTA) and burrowing owls. Mitigation Measure BIO-3 specifies that if nesting special status avian species or burrowing owls occupy an area of disturbance, no construction activity will take place within 500 feet of an active nest/burrow until it has been determined that it is no longer active and all juveniles have fledged. In addition, we recommend that a biological monitor be present to monitor the effects of construction on any active nests and to ensure that there is no encroachment into the 500 foot nest buffer zones. 2

Thank you for the opportunity to review the DEIR. If you have any questions or comments please contact me at 760-322-2070 ext. 215.

Noelle Ronan
Fish and Wildlife Biologist
U.S. Fish and Wildlife Service
Palm Springs Fish and Wildlife Office
777 E. Tahquitz Canyon Way, Suite 208
Palm Springs, CA 92262
760-322-2070 ext. 215

2.18 RESPONSE TO LETTER H

United States Fish and Wildlife Service

Response to Comment H-1. The City concurs with the United States Fish and Wildlife Service's conclusion that the site is disturbed and that updated focused surveys for sensitive plants and the burrowing owl are not necessary even if the original surveys are now 3 years old.

Response to Comment H-2. The United States Fish and Wildlife Service concurs with the mitigation in the Draft EIR for the burrowing owl and recommends that a biological monitor be present during construction to monitor any active nests to ensure that there is no encroachment into the 500 foot nest buffer zone. The City concurs with this recommendation and mitigation Measure BIO-3 has been amended as follows:

> ***Mitigation Measure BIO-3:*** *If nesting special status avian or burrowing owl species are determined to occupy a proposed area of disturbance a biological monitor will be present during construction to ensure no construction activity shall take place within 500 feet of an active nest/burrow until it has been determined by the biological monitor that the nest/burrow is no longer active, and all juveniles have fledged the nest/burrow.*

Letter I

WARREN D. WILLIAMS
General Manager-Chief Engineer

1995 MARKET STREET
RIVERSIDE, CA 92501
951.955.1200
FAX 951.788.9965
www.rcflood.org

51183

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

RECEIVED
JUN 06 2012
CITY OF MORENO VALLEY
Planning Division

City of Moreno Valley
Community Development Department -
Planning Division
Post Office Box 88005
Moreno Valley, California 92552-0805

Attention: JEFF BRADSHAW

Ladies and Gentlemen: Re: PM 36162 (PA 09-0012) + PP 09-0005

The District does not normally recommend conditions for land divisions or other land use cases in incorporated cities. The District also does not plan check city land use cases, or provide State Division of Real Estate letters or other flood hazard reports for such cases. District comments/recommendations for such cases are normally limited to items of specific interest to the District including District Master Drainage Plan facilities, other regional flood control and drainage facilities which could be considered a logical component or extension of a master plan system, and District Area Drainage Plan fees (development mitigation fees). In addition, information of a general nature is provided.

The District has not reviewed the proposed project in detail and the following checked comments do not in any way constitute or imply District approval or endorsement of the proposed project with respect to flood hazard, public health and safety or any other such issue:

_____ No comment.

_____ This project would not be impacted by District Master Drainage Plan facilities nor are other facilities of regional interest proposed.

_____ This project involves District Master Plan facilities. The District will accept ownership of such facilities on written request of the City. Facilities must be constructed to District standards, and District plan check and inspection will be required for District acceptance. Plan check, inspection and administrative fees will be required.

_____ This project proposes channels, storm drains 36 inches or larger in diameter or other facilities that could be considered regional in nature and/or a logical extension of the adopted _____ Master Drainage Plan. The District would consider accepting ownership of such facilities on written request of the City. Facilities must be constructed to District standards, and District plan check and inspection will be required for District acceptance. Plan check, inspection and administrative fees will be required.

_____ This project is located within the limits of the District's _____ Area Drainage Plan for which drainage fees have been adopted; applicable fees should be paid by cashier's check or money order only to the Flood Control District or City prior to issuance of grading permits. Fees to be paid should be at the rate in effect at the time of issuance of the actual permit.

_____ An encroachment permit shall be obtained for any construction related activities occurring within District right of way or facilities. For further information, contact the District's encroachment permit section at 951.955.1266.

✓ The Districts previous comments are still valid. 1

GENERAL INFORMATION

This project may require a National Pollutant Discharge Elimination System (NPDES) permit from the State Water Resources Control Board. Clearance for grading, recordation or other final approval should not be given until the City has determined that the project has been granted a permit or is shown to be exempt.

If this project involves a Federal Emergency Management Agency (FEMA) mapped flood plain, then the City should require the applicant to provide all studies, calculations, plans and other information required to meet FEMA requirements, and should further require that the applicant obtain a Conditional Letter of Map Revision (CLOMR) prior to grading, recordation or other final approval of the project, and a Letter of Map Revision (LOMR) prior to occupancy.

If a natural watercourse or mapped flood plain is impacted by this project, the City should require the applicant to obtain a Section 1602 Agreement from the California Department of Fish and Game and a Clean Water Act Section 404 Permit from the U.S. Army Corps of Engineers, or written correspondence from these agencies indicating the project is exempt from these requirements. A Clean Water Act Section 401 Water Quality Certification may be required from the local California Regional Water Quality Control Board prior to issuance of the Corps 404 permit.

Very truly yours,

MEKBIB DEGAGA
Engineering Project Manager

Date: 5/22/2012

c: Riverside County Planning Department
Attn: Kristi Lovelady

ATTACHED

5)

Letter 1

WARREN D. WILLIAMS
General Manager-Chief Engineer

1995 MARKET STREET
RIVERSIDE, CA 92501
951.955.1200
FAX 951.788.9965
www.floodcontrol.co.riverside.ca.us
51183_6

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

City of Moreno Valley
Community Development Department -
Planning Division
Post Office Box 88005
Moreno Valley, California 92552-0805

Attention: JEFF Bradshaw

Ladies and Gentlemen: Re: PA09-0004

The District does not normally recommend conditions for land divisions or other land use cases in incorporated cities. The District also does not plan check city land use cases, or provide State Division of Real Estate letters or other flood hazard reports for such cases. District comments/recommendations for such cases are normally limited to items of specific interest to the District including District Master Drainage Plan facilities, other regional flood control and drainage facilities which could be considered a logical component or extension of a master plan system, and District Area Drainage Plan fees (development mitigation fees). In addition, information of a general nature is provided.

The District has not reviewed the proposed project in detail and the following checked comments do not in any way constitute or imply District approval or endorsement of the proposed project with respect to flood hazard, public health and safety or any other such issue:

____ No comment.

____ This project would not be impacted by District Master Drainage Plan facilities nor are other facilities of regional interest proposed.

X This project involves District Master Plan facilities. ~~The District will accept ownership of such facilities on written request of the City. Facilities must be constructed to District standards, and District plan check and inspection will be required for District acceptance. Plan check, inspection and administrative fees will be required.~~ — 2

____ This project proposes channels, storm drains 36 inches or larger in diameter or other facilities that could be considered regional in nature and/or a logical extension of the adopted _____ Master Drainage Plan. The District would consider accepting ownership of such facilities on written request of the City. Facilities must be constructed to District standards, and District plan check and inspection will be required for District acceptance. Plan check, inspection and administrative fees will be required.

X This project is located within the limits of the District's Perris Valley Area Drainage Plan for which drainage fees have been adopted; applicable fees should be paid by cashier's check or money order only to the Flood Control District or City prior to issuance of grading permits. Fees to be paid should be at the rate in effect at the time of issuance of the actual permit. — 3

X An encroachment permit shall be obtained for any construction related activities occurring within District right of way or facilities. For further information, contact the District's encroachment permit section at 951.955.1266. — 4

GENERAL INFORMATION

This project may require a National Pollutant Discharge Elimination System (NPDES) permit from the State Water Resources Control Board. Clearance for grading, recordation or other final approval should not be given until the City has determined that the project has been granted a permit or is shown to be exempt.

If this project involves a Federal Emergency Management Agency (FEMA) mapped flood plain, then the City should require the applicant to provide all studies, calculations, plans and other information required to meet FEMA requirements, and should further require that the applicant obtain a Conditional Letter of Map Revision (CLOMR) prior to grading, recordation or other final approval of the project, and a Letter of Map Revision (LOMR) prior to occupancy.

If a natural watercourse or mapped flood plain is impacted by this project, the City should require the applicant to obtain a Section 1602 Agreement from the California Department of Fish and Game and a Clean Water Act Section 404 Permit from the U.S. Army Corps of Engineers, or written correspondence from these agencies indicating the project is exempt from these requirements. A Clean Water Act Section 401 Water Quality Certification may be required from the local California Regional Water Quality Control Board prior to issuance of the Corps 404 permit.

Very truly yours,

DALE V. ANDERSON
Engineering Project Manager

Date: 03/00/09

c: Riverside County Planning Department
Attn: Kathleen Browne

J.G.

2.20 RESPONSE TO LETTER I

Riverside County Flood Control and Water Conservation District

Response to Comment I-1. The City acknowledged that the previous comments that were provided to the City during the NOP comment period are still valid and are provided in the second page of the response letter and included in Appendix A to the Draft EIR. The comments do not reflect the analysis in the Draft EIR and provide the City with facts that relate to the construction of the project and the project's responsibility to meet the Riverside County Flood Control and Water Conservation District's requirements.

Response to Comment I-2. The City acknowledges the project involves the District's Master Plan of Facilities. Refer to Response to Comment I-1.

Response to Comment I-3. The City acknowledges the project is located in the District's Perris Valley Area Drainage Plan and fees must be paid to the District by the project proponent prior to the issuance of grading permits. Refer to Response to Comment I-1.

Response to Comment I-4. The City acknowledges the project proponent is required to obtain an encroachment permit for any construction in the District's right of way or facilities. Refer to Response to Comment I-1.

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Letter J

STATE OF CALIFORNIA

GOVERNOR'S OFFICE *of* PLANNING AND RESEARCH

STATE CLEARINGHOUSE AND PLANNING UNIT

EDMUND G. BROWN JR.
GOVERNOR

KEN ALEX
DIRECTOR

June 5, 2012

RECEIVED
JUN 11 2012
CITY OF MORENO VALLEY
Planning Division

Jeff Bradshaw
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552-0805

Subject: PA09-0004 (Plot Plan), PA09-0012 (Tentative Parcel Map No. 36162), and P11-020 (EIR)
SCH#: 2011081084

Dear Jeff Bradshaw:

The State Clearinghouse submitted the above named Draft EIR to selected state agencies for review. On the enclosed Document Details Report please note that the Clearinghouse has listed the state agencies that reviewed your document. The review period closed on June 4, 2012, and the comments from the responding agency (ies) is (are) enclosed. If this comment package is not in order, please notify the State Clearinghouse immediately. Please refer to the project's ten-digit State Clearinghouse number in future correspondence so that we may respond promptly.

Please note that Section 21104(c) of the California Public Resources Code states that:

> "A responsible or other public agency shall only make substantive comments regarding those activities involved in a project which are within an area of expertise of the agency or which are required to be carried out or approved by the agency. Those comments shall be supported by specific documentation."

These comments are forwarded for use in preparing your final environmental document. Should you need more information or clarification of the enclosed comments, we recommend that you contact the commenting agency directly.

This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act. Please contact the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process. J-1

Sincerely,

Scott Morgan
Director, State Clearinghouse

Enclosures
cc: Resources Agency

1400 10th Street P.O. Box 3044 Sacramento, California 95812-3044
(916) 445-0613 FAX (916) 323-3018 www.opr.ca.gov

Letter J

Document Details Report
State Clearinghouse Data Base

SCH# 2011081084
Project Title PA09-0004 (Plot Plan), PA09-0012 (Tentative Parcel Map No. 36162), and P11-020 (EIR)
Lead Agency Moreno Valley, City of

Type EIR Draft EIR

Description The project is generally described as a Plot Plan for development of a 1,616,133 s.f. warehouse distribution building on a 71.13 net acre site. The building includes 268 dock high doors and 44,000 s.f. of office area in four potential office locations. Tentative Parcel Map No. 36162 is proposed to combine four existing parcels into a single parcel for development of the 1.6 million square warehouse facility.

Lead Agency Contact

Name Jeff Bradshaw
Agency City of Moreno Valley
Phone 951 413-3224 **Fax**
email
Address 14177 Frederick Street
City Moreno Valley **State** CA **Zip** 92552-0805

Project Location

County Riverside
City Moreno Valley
Region
Lat / Long 33° 51' 39.5" N / 117° 13' 49.5" W
Cross Streets Southwest corner of Grove View road and Perris Boulevard
Parcel No. 316-210-071, -073, -075, and -076
Township 3S **Range** 3W **Section** 31 **Base** SBB&M

Proximity to:

Highways I-215
Airports March Air Reserve Base
Railways B.N.S.F.
Waterways Perris Valley Storm Channel - Lateral B
Schools Rancho Verde H.S.
Land Use The current General Plan designation is Business Park and the current zoning is Industrial within SP 208.

Project Issues Aesthetic/Visual; Agricultural Land; Air Quality; Biological Resources; Noise; Traffic/Circulation; Other Issues

Reviewing Agencies Resources Agency; Department of Fish and Game, Region 6; Department of Parks and Recreation; Department of Water Resources; Caltrans, Division of Aeronautics; California Highway Patrol; Caltrans, District 8; Regional Water Quality Control Board, Region 8; Native American Heritage Commission

Date Received 04/20/2012 **Start of Review** 04/20/2012 **End of Review** 06/04/2012

Note: Blanks in data fields result from insufficient information provided by lead agency.

If you have any questions about this response to your request, please do not hesitate to contact me at (916) 653-6251.

Sincerely,

Dave Singleton
Program Analyst

Cc: State Clearinghouse

Attachment: Native American Contact List

2.22 RESPONSE TO LETTER J

California Governor's Office of Planning and Research, State Clearinghouse

Response to Comment J-1. The City recognizes the receipt of comments from State agencies and the State Clearinghouse's acknowledgement that it has complied with review requirements for environmental documents.

3. EIR ERRATA

Any corrections to the Draft Environmental Impact Report (EIR) text and figures generated either from responses to comments or independently by the City, are stated in this section of the Final EIR. The Draft EIR text and figures have not been modified to reflect these EIR modifications.

These EIR errata are provided to clarify, refine, and provide supplemental information for the Starcrest Distribution Facility Project Draft EIR. Changes may be corrections or clarifications to the text and figures of the original Draft EIR. Other changes to the EIR clarify the analysis in the EIR based upon the information and concerns raised by commentors during the public review period. None of the information contained in these EIR modifications constitutes significant new information or changes to the analysis or conclusions of the Draft EIR.

The information included in this EIR erratum that resulted from the public comment process does not constitute substantial new information that requires recirculation of the Draft EIR. The California Environmental Quality Act (CEQA) Guidelines, Section 15088.5, states in part:

(a) A lead agency is required to recirculate an EIR when significant new information is added to the EIR after public notice is given of the availability of the draft EIR for public review under Section 15087 but before certification. As used in this section, the term "information" can include changes in the project or environmental setting as well as additional data or other information. New information added to an EIR is not "significant" unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect (including a feasible project alternative) that the project's proponents have declined to implement. "Significant new information" requiring recirculation includes, for example, a disclosure showing that:

   (1) A new significant environmental impact would result from the project or from a new mitigation measure proposed to be implemented.

   (2) A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.

   (3) A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the significant environmental impacts of the project, but the project's proponents decline to adopt it.

   (4) The draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

(b) Recirculation is not required where the new information added to the EIR merely clarifies or amplifies or makes insignificant modifications in an adequate EIR.

The changes to the Draft EIR included in these EIR modifications do not constitute "significant" new information because:

No new significant environmental impact would result from the project or from a new mitigation measure;

There is no substantial increase in the severity of an environmental impact that would result unless mitigation measures are adopted that reduce the identified significant impacts to a level of insignificance;

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No feasible project alternative or mitigation measure considerably different from others previously analyzed has been proposed or identified that would clearly lessen the significant environmental impacts of the project; and

The Draft EIR is not fundamentally or basically inadequate or conclusory in nature such that meaningful public review and comment were precluded.

Therefore, recirculation of the Draft EIR is not required because the new information added to the EIR through these modifications clarifies or amplifies information already provided or makes insignificant modifications to the already adequate Draft EIR.

For simplicity, the EIR modifications contained in the following pages are in the same order as the information appears in the Draft EIR. Changes in text are signified by strikeouts (~~strikeouts~~) where text has been removed and by double underlining (<u>underline</u>) where text has been added. The applicable page numbers from the Draft EIR are also provided where necessary for easy reference.

Draft EIR, Section 1.0 Executive Summary, Table 1.B: VIP Moreno Valley - Environmental Summary, pages 1-11 through 1-41

Table 1.B: VIP Moreno Valley - Environmental Summary in the Draft EIR has been updated to be consistent with changes that have been made, as a result of the responses to comments. Changes have been made to mitigation measures for air quality, biological resources, cultural resources, geology and soils, hydrology and water quality. These changes to the Draft EIR do not result in a significant impact and has no material effect on the findings of the Draft EIR.

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
AIR QUALITY		
Construction ~~Equipment Exhaust~~ Emissions: Would the proposed project violate any AAQS or contribute to an existing or projected air quality violation; or expose sensitive receptors to pollutants? For construction operations, the applicable daily thresholds are: - 75 pounds per day of ROC; - 100 pounds per day of NO_X; - 550 pounds per day of CO; - 150 pounds per day of PM_{10}; - 150 pounds per day of SO_X; and - 55 pounds per day of $PM_{2.5}$.	**4.2.6.1B**. Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall utilize power sources (e.g., power poles) or clean-fuel <u>(e.g., fuel other than diesel or gasoline)</u> generators where feasible. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City. **4.2.6.1K** Grading plans, construction specifications and bid documents shall also include the following notations: • Off-road construction equipment shall utilize alternative fuels where feasible e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty; • Gravel pads shall be provided at all access	Significant and unavoidable

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	points to prevent tracking of mud onto public roads; • Install and maintain trackout control devices at all access points where paved and unpaved access or travel routes intersect; • The contractor or builder shall designate a person or person(s) to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust off site; • The contractor or builder shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The contact person shall take corrective action within 24 hours; • High pressure injectors shall be provided on diesel construction equipment where feasible; • Engine size of construction equipment shall be limited to the minimum practical size; • Substitute gasoline-powered for diesel-powered construction equipment where feasible; • Use electric construction equipment where feasible; • Install catalytic converters on gasoline-powered equipment where feasible; • Ride-sharing program for the construction crew shall be encouraged and shall be supported by contractor(s) via incentives or other inducement; • Documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs;	

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	• Lunch vendor services shall be ~~provided~~ permitted onsite during construction to minimize the need for offsite vehicle trips; • All forklifts used during construction and in subsequent operation of the project shall be electric or natural gas powered. • Suspend use of all construction equipment operations during second stage smog alerts. **4.2.6.1N**. When materials are transported off-site, all material shall be covered, effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained. **4.2.6.1O.** All streets shall be swept at least once a day using SCAQMD Rule 1186 certified street sweepers utilizing reclaimed water trucks if visible soil materials are carried to adjacent streets. **4.2.6.1P.** Any vegetative cover to be utilized onsite shall be planted as soon as possible to reduce the disturbed area subject to wind erosion. Irrigation systems required for these plants shall be installed as soon as possible to maintain good ground cover and to minimize wind erosion of the soil. **4.2.6.1Q**. Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow. **4.2.6.1R** All roadways, driveways, sidewalks, etc., should be completed as soon as possible. In addition, building pads should be laid as soon as possible after grading unless seeding or soil binders are used. **4.2.6.1S** Implement activity management techniques including a) development of a comprehensive construction management plan designed to minimize the number of large construction equipment operating during any given time period; b) scheduling of construction truck trips during non-peak hours to reduce peak hour emissions; c) limitation of the length of construction work-day period;	

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	and d) phasing of construction activities. **4.2.6.1T** Reroute construction trucks away from congested streets and sensitive receptor areas.	
Long-Term Operational Emissions: Would the proposed project violate any AAQS or contribute to an existing or projected air quality violation; or expose sensitive receptors to pollutants? For long-term operations, the applicable daily thresholds are: - 55 pounds of ROC; - 55 pounds of NOX; - 550 pounds of CO; - 150 pounds of PM10; - 55 pounds of PM2.5; and - 150 pounds of SOX.	**4.2.6.3A** Prior to issuance of the first building permit, building and site plan designs shall ensure that the project's energy efficiencies surpass applicable 2008 California Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City. Any-combination of design features, including but not limited to the following list, may shall be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent: • ~~Buildings shall e~~Exceed California Title 24 Energy Efficiency performance standards for water heating and space heating and cooling, as deemed acceptable by the City. • Increase in insulation such that heat transfer and thermal bridging is minimized. • Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption. • Incorporate dual-paned or other energy efficient windows. • Incorporate energy efficient space heating and cooling equipment. • ~~Interior~~Use interior and exterior energy efficient lighting which exceeds the California Title 24 Energy Efficiency performance standards~~ shall be installed~~, as deemed acceptable by the City. ~~Automatic~~ Use automatic devices to turn off lights when they are not needed~~ shall be implemented~~. • To the extent that they are compatible with landscaping guidelines established by the City, use shade-producing trees, particularly those that shade paved	Significant and Unavoidable

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	surfaces such as streets and parking lots and buildings ~~shall be planted~~ at the project site. • ~~Paint~~ Use paint and a surface color palette for the project ~~shall~~ emphasizing light and off-white colors which reflect heat away from the buildings. • ~~All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design.~~ • Install a photovoltaic array (solar panels) or other source of renewable energy generation on-site, or otherwise acquire energy from the local utility that has been generated by renewable resources, to meet the project's office electricity needs. • ~~To r~~ Reduce energy demand associated with potable water conveyance~~, the project shall implement~~ using the following: ○ Landscaping palette emphasizing drought-tolerant plants; ○ Use of water-efficient irrigation techniques; and, ○ U.S. EPA Certified WaterSense labeled for equivalent faucets, high-efficiency toilets (HETs), and water-conserving shower heads. • ~~The project shall p~~ Provide secure, weather-protected, on-site bicycle storage/parking. • ~~The project shall p~~ Provide on-site showers (one for males and one for females). ~~L~~ Provide lockers for employees ~~shall be provided~~.	
	• ~~The project will e~~ Establish a Transportation Management Association (TMA). The TMA will coordinate with other TMAs within the City to encourage and coordinate carpooling among building occupants. The TMA will advertise its services to building occupants, and offer transit and/or other incentives to reduce GHG emissions. A plan will be submitted by the TMA to the City within two months	

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	of project completion that outlines the measures implemented by the TMA, as well as contact information. • ~~The project shall p~~Provide preferential parking for carpools~~ and vanpool~~, vanpools or other alternative fuel vehicles. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to final site plan approval, delineate preferential parking for carpools and vanpools ~~shall be delineated~~ on the project site plan. • ~~The project shall p~~Provide at least two electric vehicle charging stations. Locations and configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, delineate stub outs for charging stations ~~shall be indicated~~ on the project building plans. • Implement compressed workweek schedules. • Achieve at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers until it reaches a minimum of 90% of all long haul trips carried by SmartWay 1.0 or greater carriers. • Achieve at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers. • Use of fleet vehicles conforming to 2010 air quality standards or better. • Installation of catalytic converters on gasoline-powered equipment. • Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets. • Establishment and use of carpool/vanpool programs, complemented by parking fees	

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	for single-occupancy vehicles. • Provision of preferential parking for EV and CNG vehicles. • Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance. • Use of electric (instead of diesel or gasoline-powered) yard trucks. • Use of SmartWay 1.25 rated trucks. • Provide a display case or kiosk displaying transportation information including the RTA bus schedule in a prominent area accessible to employees. • Use landscape maintenance companies that use battery powered or electric equipment or contract only with commercial landscapers who operate with equipment that complies with the most recent California Air Resources Board certification standards, or standards adopted no more than three years prior to date of use or any combination of these two themes. ~~• Lease/purchase documents shall identify that tenants are encouraged to promote the following:~~ ~~○ Implementation of compressed workweek schedules.~~ ~~○ SmartWay partnership;~~ ~~○ Achievement of at least 20 percent per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers until it reaches a minimum of 90 percent of all long haul trips carried by SmartWay 1.0 or greater carriers.~~ ~~○ Achievement of at least 15 percent per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85 percent of all consolidator trips carried by SmartWay 1.0 or greater~~	

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	~~carriers.~~ ~~○ Use of fleet vehicles conforming to 2010 air quality standards or better.~~ ~~○ Installation of catalytic converters on gasoline-powered equipment.~~ ~~○ Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets.~~ ~~○ Establishment and use of carpool/vanpool programs, complemented by parking fees for single occupancy vehicles.~~ ~~○ Provision of preferential parking for EV and CNG vehicles.~~ ~~○ Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance.~~ ~~○ Use of electric (instead of diesel or gasoline-powered) yard trucks.~~ ~~○ Use of SmartWay 1.25 rated trucks.~~	
BIOLOGICAL RESOURCES (FROM THE INITIAL STUDY [APPENDIX A])		
Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state habitat conservation plan?	**Mitigation Measure BIO-3:** If nesting special status avian or burrowing owl species are determined to occupy a proposed area of disturbance a biological monitor will be present during construction to ensure no construction activity shall take place within 500 feet of an active nest/burrow until it has been determined by the biological monitor that the nest/burrow is no longer active, and all juveniles have fledged the nest/burrow.	Less Than Significant
CULTURAL RESOURCES (FROM THE INITIAL STUDY [APPENDIX A])		
Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	**Mitigation Measure CUL-1:** Prior to construction involving excavation four feet or more below existing surface grade, the construction contractor shall provide evidence that a qualified paleontologist has been retained, and that the paleontologist(s) shall be present during all grading and other significant ground-disturbing activities that	Less Than Significant

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	reach four feet or more below existing surface grade. ~~If the paleontologist(s) do not find evidence for Pleistocene-era deposits once the maximum excavation depth is reached, monitoring shall be discontinued.~~ In the event fossiliferous deposits are encountered, the following measures shall be implemented: • Monitoring shall be conducted by qualified paleontological monitor(s) of excavation in areas identified as likely to contain paleontological resources, including undisturbed older Pleistocene alluvium. Paleontological monitors shall be equipped to salvage fossils as they are unearthed, to avoid construction delays, and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates. Monitors shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens. Monitoring may be reduced if the potentially fossiliferous units are determined upon exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources. • Paleontological monitoring of any earthmoving will be conducted by a monitor, under direct guidance of a qualified paleontologist. Earthmoving in areas of the parcel where previously undisturbed sediments are buried, but not otherwise disturbed, will not be monitored. • ~~If too few fossil remains are found after 50 percent of the planned for earthmoving has been completed, monitoring can be reduced or discontinued in those areas at the project paleontologist's direction.~~ • Preparation of recovered specimens to a point of identification and permanent preservation, including washing of sediments to recover small invertebrates and vertebrates. • Identification and curation of specimens into a professional, fully accredited museum repository with permanent retrievable storage. The paleontologist must have a written repository agreement	

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	in hand prior to the initiation of mitigation activities. • Preparation or a report of findings with and appended itemized inventory of specimens. The report and report and inventory, when submitted to the City of Moreno Valley along with confirmation of the curation of recovered of recovered specimens into an established, accredited museum repository, will signify completion of the program to mitigate impacts to paleontological resources.	
GEOLOGY AND SOILS (FROM THE INITIAL STUDY [APPENDIX A])		
Be located on expansive soil, as defined in Table 18-a-B of the Uniform Building Code (1994), creating substantial risks to life or property?	**Mitigation Measure GEO-1:** Prior to the issuance of grading permits, any existing low density soils and/or saturated soils shall be removed to competent natural soil under the inspection of the Soils Engineering Firm. After the exposed surface has been cleansed of debris and/or vegetation, it shall be scarified until it is uniform in consistency, brought to the proper moisture content and compacted to a minimum of 90 percent relative compaction (in accordance with ASTM: D-1557). In any area where a transition between fill and native soil or between bedrock and soil are encountered, additional excavation beneath foundations and slabs will be necessary in order to provide uniform support and avoid differential settlement of the structure. The on-site soils or approved import soils may be utilized for the compacted fill, provided they are free of any deleterious materials and shall not contain any rocks, brick, asphaltic concrete, concrete, or other hard materials greater than eight inches in maximum dimensions. Any import soil must be approved by the Soils Engineering firm a minimum of 24 hours prior to importation to the site. The approved fill soils shall be placed in layers not in excess of six inches in thickness. Each lift shall be uniform in thickness and thoroughly blended. The fill soils shall be brought to within 2 percent of the optimum moisture content, unless otherwise specified by the Soils Engineering firm. Each lift shall be compacted to a minimum of 90 percent relative compaction (in accordance with ASTM: D-1557) and approved prior to the	Less Than Significant

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	placement of the next layer of soil. Compaction tests shall be obtained at the discretion of the Soils Engineering firm but to a minimum of one test for every 500 cubic yards placed and/or for every two feet of compacted fill placed. The minimum relative compaction shall be obtained in accordance with accepted methods in the construction industry. The final grade of the structural areas shall be in a dense and smooth condition prior to placement of slabs-on-grade or pavement areas. No fill soils shall be placed, spread, or compacted during unfavorable weather conditions. When the grading is interrupted by heavy rains, compaction operations shall not be resumed until approved by the Soils Engineering firm. It should be noted that the above measure may be modified by the Final Geotechnical or Soils Report. **Mitigation Measure GEO-2:** Prior the issuance of grading permits, the project proponent shall inform the project engineers, architects, owner, maintenance personnel, and other interested parties of the Expansive Soil Guidelines provided in the project's geotechnical analysis [Geotechnical Engineering Investigation Proposed Industrial Development Southwest Corner of Perris Boulevard and Grove View Road Moreno Valley, California, NorCal Engineering, March 7, 2007]. The recommendations identified in the project's Expansive Soil Guidelines shall be reviewed and considered implemented by the project engineers, architects, owner, maintenance personnel, and other interested parties to determine in the applicable design guidelines. Applicable design guidelines shall be included and implemented in the project's grading plans.	
GREENHOUSE GAS EMISSIONS AND CLIMATE CHANGE		
Would the proposed project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	**4.3.6.1A** Prior to the issuance of building permits, the project applicant shall provide evidence to the City of Moreno Valley that building features have been incorporated in building plans as required by Title 24 of the California Code of Regulations. These features include but are not limited to the	Less than Significant

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	following: • Exterior windows in the office areas shall utilize window treatments for efficient energy conservation. **4.3.6.1B** Prior to the issuance of building permits, the project applicant shall provide evidence to the City of Moreno Valley that the following measures have been be incorporated into the design and construction of the project: • Use Encourage use of locally produced and/or manufactured building materials for at least 10 percent of the construction materials used for the project. • Use Encourage use of "Green Building Materials," such as those materials that are resource efficient, and recycled and manufactured in an environmentally friendly way, for at least 10 percent of the project. • Maximize the use of electricity from the power grid by replacing diesel- or gasoline-powered equipment where feasible. This would reduce GHG emissions because electricity can be produced more efficiently at centralized power plants. • Design the project building to exceed the 2008 California Building Code's (CBC) Title 24 energy standard by 20%, including, but not limited to, any combination of the following: • Incorporate ENERGY STAR or better rated windows, space heating and cooling equipment, light fixtures, appliances, or other applicable electrical equipment in the office areas. • Provide a landscape and development plan for the project that takes advantage of shade, prevailing winds, and landscaping. The landscaping plan shall be prepared by a registered landscape architect who will consider the following:	

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	○ Plant at least 50 percent low-ozone forming potential (Low-OFP) trees and shrubs, preferably native, drought-resistant species, to meet city/county landscaping requirements. ○ Plant Low-OFP, native, drought-resistant, tree and shrub species, 20% in excess of that already required by city or county ordinance. Consider roadside, sidewalk, and driveway shading. • Install electrical outlets on the exterior walls of the warehouse/office building (and perhaps parking lots) to promote the use of electric landscape maintenance equipment. **4.3.6.1C** Prior to the issuance of occupancy permits, the project applicant shall provide evidence to the City of Moreno Valley that the following measures have been be incorporated into the operation of the project: • The project applicant shall use less than 3,900 low Global Warming Potential (GWP) hydrofluorocarbon (HCF) refrigerants or natural refrigerants (ammonia, propane, carbon dioxide [CO2]) for refrigeration and fire suppression equipment. • Provide vegetative or man-made exterior wall shading devices for east-, south-, and west facing walls with windows in the office areas.	
HYDROLOGY AND WATER QUALITY (FROM THE INITIAL STUDY [APPENDIX A])		
Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on site or off site?	**Mitigation Measure HYD-05:** Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall receive approval from the City of Moreno Valley, a Final Hydrologic and Hydraulic Analysis based on the City's existing drainage requirements. ~~submit a detailed grading plan and drainage report, with supporting engineering calculations, to the City Engineer for review and approval. The plan and report shall incorporate relevant requirements identified by the City and/or site-specific geotechnical investigations. The plan and~~	Less Than Significant

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	~~report shall provide evidence that the storm drainage system would be adequate to convey water for the 100-year storm event from the project site and that the post-development flows exiting the proposed project site are less than or equal to pre-development flows.~~	

Draft EIR, Section 2.2.4 Technical Reports, Page 2-4.

There was a topographical error in this section of the Draft EIR indicating the incorrect date on the air quality and noise studies. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the Draft EIR.

2.2.4 Technical Reports

Various technical reports have been prepared to assess specific issues that may result from the construction and operation of the proposed project. As relevant, information from these technical reports has been incorporated into the Draft EIR. The technical reports and other information included as appendices to this EIR include the following:

Appendix A: *Initial Study, NOP, and NOP Comment Letters*, August 2011.

Appendix B: Initial Study Technical Reports

- Appendix B-1: *General Habitat Assessment, 71± Site (APNs: 316-210-071, -073, -075, -076), Moreno Valley, Riverside County California*, Ecological Sciences, Inc., August 1, 2010.
- Appendix B-2: *Jurisdictional Survey and MSHCP Riparian/Riverine/Vernal Pools Evaluation, 71± Site (APNs: 316-210-071, -073, -075, -076), Moreno Valley, Riverside County California*, Ecological Sciences, Inc., November 1, 2009.
- Appendix B-3: *Focused Surveys for Selected Criteria Area and Narrow Endemic Plant Species, 71± Site (APNs: 316-210-071, -073, -075, -076), Moreno Valley, Riverside County California*, Ecological Sciences, Inc., November 9, 2009.
- Appendix B-4: *Focused Western Burrowing Owl Survey, 71± Site (APNs: 316-210-071, -073, -075, -076), Moreno Valley, Riverside County California*, Ecological Sciences, Inc., November 11, 2009.
  - Appendix B-5: *Phase I Cultural Resources Assessment and Paleontological Records Review Perris Boulevard Project, Moreno Valley, Riverside County, California,* Michael Brandman Associates, March 22, 2007.
  - Appendix B-6: *Geotechnical Engineering Investigation Proposed Industrial Development Southwest Corner of Perris Boulevard and Grove View Road Moreno Valley, California*, NorCal Engineering, March 7, 2007.
  - Appendix B-7: *Phase I Environmental for the Evaluation of Potentially Hazardous Materials*, Centec Engineering, February 23, 2007.

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- Appendix B-8: *Preliminary Hydrology Report and Hydraulic Analysis for PA09-004, VIP Moreno Valley, SWC Perris Boulevard and Grove View Road*, Robert A. Bebensee, R.C.E., March 27, 2009.
- Appendix B-9: *Preliminary Water Quality Management Plan, for PA09-0004 VIP Moreno Valley, SWC Perris Boulevard and Grove View Road*, Robert A. Bebensee, R.C.E., July 24, 2009.
- Appendix B-10: *Water Supply Assessment for City of Moreno Valley Plot Plan Application PA09-004*, Eastern Municipal Water District, January 20, 2010.

Appendix C: *LESA Modeling Worksheets*, LSA Associates, Inc., August 2011.

Appendix D-1: *Air Quality Analysis VIP Moreno Valley*, LSA Associates, Inc., ~~August 2011~~ March 2012

Appendix D-2: *Health Risk Assessment VIP Moreno Valley*, LSA Associates, Inc., ~~August 2011~~ March 2012.

Appendix E: *Greenhouse Gas Emissions and Global Climate Change Study*, LSA Associates, Inc., ~~August 2011~~ December 2011.

Appendix F: *Noise Impact Analysis VIP Moreno Valley*, LSA Associates, Inc., ~~August 2011~~ March 2012.

Appendix G: *Traffic Study VIP Moreno Valley*, LSA Associates, Inc., ~~January~~ April 9, 2012.

Draft EIR, Section 2.5.2 Biological Resources, Page. 2-9.

The last sentence in paragraph 3 has been deleted because jurisdictional delineation was prepared for the proposed project (Jurisdictional Survey and MSHCP Riparian/Riverine/Vernal Pools Evaluation, 71± Site (APNs: 316-210-071, -073, -075, -076), Moreno Valley, Riverside County California, Ecological Sciences, Inc., November 1, 2009). Therefore the sentence was deleted because it was an error. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the EIR.

Thirty-one species in western Riverside County have special status under the Federal Endangered Species Act (FESA) and/or the California Endangered Species Act (CESA). These include species that are listed as “endangered” or “threatened” under the FESA or that have been “proposed” or are “candidates” for such listing. These also include species that are listed as “endangered,” “threatened,” or “rare” under the CESA or that have been petitioned (i.e., are “candidates”) for listing. The Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) provides for the long-term survival of protected and sensitive species by designating a contiguous system of habitat to be added to existing public/quasi-public lands. The Plan includes an impact fee collected by the 16 member cities and other local agencies, including the City of Moreno Valley, used to acquire these lands. Depending on the location of a private or public development project, certain biological studies may be required to comply with the MSHCP. The MSHCP defines two distinct consistency processes for development projects based on their location within the MSHCP Plan Area, with separate processes for projects located outside of Criteria Areas and those within a Criteria Area. Through implementation of these requirements, development projects are found to be consistent with the MSHCP, and impacts to covered species are considered less than significant. The project site is not located within an MSHCP Criteria Area, but is located in an area requiring habitat assessments for burrowing owl (Athene cunicularia), five Narrow Endemic Plant Species (NEPS), and nine Criteria

Area Plant Species (CAPS). ~~A Jurisdictional Delineation is required to assess potential jurisdiction of the ditch running north/south through the center of the project site.~~

Draft EIR, Section 2.5.2 Biological Resources, Page. 2-10.

Consistent with the comments provided by Letter H (Fish and Wildlife Service), the text in Draft EIR of Mitigation Measure BIO-3 is amended. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the EIR

Mitigation Measure BIO-3: If nesting special status avian or burrowing owl species are determined to occupy a proposed area of disturbance a biological monitor will be present during construction to ensure no construction activity shall take place within 500 feet of an active nest/burrow until it has been determined by the biological monitor that the nest/burrow is no longer active, and all juveniles have fledged the nest/burrow.

Draft EIR, Section 2.5.3 Cultural Resources, Page 2-13.

Consistent with the comments provided by Letter D (Johnson & Sedlack), the text in Draft EIR of Mitigation Measure CUL-1 is amended. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the EIR.

Mitigation Measure CUL-1: Prior to construction involving excavation four feet or more below existing surface grade, the construction contractor shall provide evidence that a qualified paleontologist has been retained, and that the paleontologist(s) shall be present during all grading and other significant ground-disturbing activities that reach four feet or more below existing surface grade. ~~If the paleontologist(s) do not find evidence for Pleistocene-era deposits once the maximum excavation depth is reached, monitoring shall be discontinued.~~ In the event fossiliferous deposits are encountered, the following measures shall be implemented:

- Monitoring shall be conducted by qualified paleontological monitor(s) of excavation in areas identified as likely to contain paleontological resources, including undisturbed older Pleistocene alluvium. Paleontological monitors shall be equipped to salvage fossils as they are unearthed, to avoid construction delays, and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates. Monitors shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens. Monitoring may be reduced if the potentially fossiliferous units are determined upon exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources.
- Paleontological monitoring of any earthmoving will be conducted by a monitor, under direct guidance of a qualified paleontologist. Earthmoving in areas of the parcel where previously undisturbed sediments are buried, but not otherwise disturbed, will not be monitored.
- ~~If too few fossil remains are found after 50 percent of the planned-for earthmoving has been completed, monitoring can be reduced or discontinued in those areas at the project paleontologist's direction.~~
- Preparation of recovered specimens to a point of identification and permanent preservation, including washing of sediments to recover small invertebrates and vertebrates.
- Identification and curation of specimens into a professional, fully accredited museum repository with permanent retrievable storage. The paleontologist must have a written repository agreement in hand prior to the initiation of mitigation activities.

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- Preparation or a report of findings with and appended itemized inventory of specimens. The report and report and inventory, when submitted to the City of Moreno Valley along with confirmation of the curation of recovered of recovered specimens into an established, accredited museum repository, will signify completion of the program to mitigate impacts to paleontological resources.

Draft EIR, Section 2.4.4 Geology and Soils, Page 2-16.

Consistent with the comments provided by Letter D (Johnson & Sedlack), the text in Draft EIR of Mitigation Measure GEO-2 is amended for clarification purposes. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the EIR.

Mitigation Measure GEO-1: Prior to the issuance of grading permits, any existing low density soils and/or saturated soils shall be removed to competent natural soil under the inspection of the Soils Engineering Firm. After the exposed surface has been cleansed of debris and/or vegetation, it shall be scarified until it is uniform in consistency, brought to the proper moisture content and compacted to a minimum of 90 percent relative compaction (in accordance with ASTM: D-1557). In any area where a transition between fill and native soil or between bedrock and soil are encountered, additional excavation beneath foundations and slabs will be necessary in order to provide uniform support and avoid differential settlement of the structure.

The on-site soils or approved import soils may be utilized for the compacted fill, provided they are free of any deleterious materials and shall not contain any rocks, brick, asphaltic concrete, concrete, or other hard materials greater than eight inches in maximum dimensions. Any import soil must be approved by the Soils Engineering firm a minimum of 24 hours prior to importation to the site.

The approved fill soils shall be placed in layers not in excess of six inches in thickness. Each lift shall be uniform in thickness and thoroughly blended. The fill soils shall be brought to within 2 percent of the optimum moisture content, unless otherwise specified by the Soils Engineering firm. Each lift shall be compacted to a minimum of 90 percent relative compaction (in accordance with ASTM: D-1557) and approved prior to the placement of the next layer of soil. Compaction tests shall be obtained at the discretion of the Soils Engineering firm but to a minimum of one test for every 500 cubic yards placed and/or for every two feet of compacted fill placed.

The minimum relative compaction shall be obtained in accordance with accepted methods in the construction industry. The final grade of the structural areas shall be in a dense and smooth condition prior to placement of slabs-on-grade or pavement areas. No fill soils shall be placed, spread, or compacted during unfavorable weather conditions. When the grading is interrupted by heavy rains, compaction operations shall not be resumed until approved by the Soils Engineering firm.

It should be noted that the above measure may be modified by the Final Geotechnical or Soils Report.

Mitigation Measure GEO-2: Prior the issuance of grading permits, the project proponent shall inform the project engineers, architects, owner, maintenance personnel, and other interested parties of the Expansive Soil Guidelines provided in the project's geotechnical analysis [Geotechnical Engineering Investigation Proposed Industrial Development Southwest Corner of Perris Boulevard and Grove View Road Moreno Valley, California, NorCal Engineering, March 7, 2007]. The recommendations identified in the project's Expansive Soil Guidelines shall be ~~reviewed and considered~~ implemented by the project engineers, architects, owner, maintenance personnel, and other interested parties ~~to determine~~ in the applicable design guidelines. Applicable design guidelines shall be included and implemented in the project's grading plans.

Draft EIR, Section 2.5.6 Hydrology and Water Quality Hydrology, Page. 2-24.

Mitigation Measure HYD-05 has been revised to clarify the finalization of the Hydrologic and Hydraulic Analysis. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the EIR.

To reduce the flows to below or equal to pre-development conditions, the anticipated on-site flows would be routed to the water quality features such as vegetated swales, clarifiers, and sand filters to reduce flows leaving the site to pre-development flow rates. While the increase in impervious surfaces attributable to the proposed project would contribute to a greater volume and higher velocity of storm water flows, the proposed project's drainage system would accept and accommodate runoff that would result from project construction at or below pre-project conditions. Therefore, the post-development flows generated on the project site would not exceed the capacity of the planned storm water drainage systems. Although adherence to the City's drainage requirements, which includes the preparation of drainage sizing calculations, is required of all applicable development within the City, the incorporation of this requirement as **Mitigation Measure HYD-05** is designed to track both standard requirements and mitigation measures as part of the project's MMRP. ~~To ensure that long-term drainage capacity issues are reduced to a less than significant level, **Mitigation Measure HYD-05** has been identified.~~ With adherence to this mitigation measure, impacts associated with this issue are less than significant.

Mitigation Measure HYD-05: Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall receive approval from the City of Moreno Valley, a Final Hydrologic and Hydraulic Analysis based on the City's existing drainage requirements. ~~submit a detailed grading plan and drainage report, with supporting engineering calculations, to the City Engineer for review and approval. The plan and report shall incorporate relevant requirements identified by the City and/or site-specific geotechnical investigations. The plan and report shall provide evidence that the storm drainage system would be adequate to convey water for the 100-year storm event from the project site and that the post-development flows exiting the proposed project site are less than or equal to pre-development flows.~~

Draft EIR, Section 2.7 Cumulative Projects, Table 2.C, Page 34

There was a topographical error in Table 2.C of the Draft EIR indicating the incorrect map number. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the Draft EIR.

~~A~~M-67	Eucalyptus Industrial Park	East of Moreno Beach Drive, west of Quincy channel, south of SR-60	2,244,638 SF of high cube warehouse uses

Draft EIR Section 4.2 Air Quality, Page 4.2-1

There was a topographical error in this section of the Draft EIR indicating the incorrect date on the air quality, health risk assessment and traffic studies. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the Draft EIR.

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4.2 AIR QUALITY

This section analyzes the proposed project's potential air quality impacts based on the comprehensive *Air Quality Analysis* contained in Appendix D-1 (LSA Associates, Inc. ~~December 2011~~ March 2012) and the *Health Risk Assessment* (LSA Associates, Inc. ~~December 2011~~ March 2012) contained in Appendix D-2 to this EIR. The air quality analysis evaluates potential air quality impacts and mitigation measures by examining the short-term construction and long-term operational impacts associated with the project and by evaluating the effectiveness of mitigation measures incorporated as part of the project design. Additionally, the analysis provides a discussion of the proposed project, the physical setting of the project area, and the air quality regulatory framework. Modeled air quality levels are based upon vehicle data and project trip generation included in the project's Traffic Study (LSA Associates, Inc. ~~November 2011~~ January 2012, Appendix G of EIR) and peak turn volumes generated for the proposed project combined with emission factors from the California Air Resources Board (ARB). The evaluation was prepared in accordance with appropriate standards, utilizing procedures and methodologies in the South Coast Air Quality Management District (SCAQMD) *CEQA Air Quality Handbook* (SCAQMD 1993). Air quality data posted by the ARB and the U.S. Environmental Protection Agency (EPA) Web sites are included to document the local air quality environment.

Draft EIR Section 4.2.5.5, Operational-Acute Health Risk Impacts Page 4.2-18

Consistent with the comments provided by Letter D (Johnson & Sedlack), the text in Draft EIR Section 4.2.5.5, Page 4.2-18 is amended to refer the reader back to the previous section (4.2.5.4) to further substantiate the conclusions identified in Section 4.2.5.5. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the EIR.

4.2.5.5 Operational-Acute Health Risk Impacts

Threshold	Would the proposed project expose sensitive receptors to substantial pollutant concentrations?

Exposure to diesel exhaust can have immediate health effects, such as irritation of the eyes, nose, throat, and lungs, and it can cause coughs, headaches, light headedness, and nausea. In studies with human volunteers, diesel exhaust particles made people with allergies more susceptible to the materials to which they are allergic, such as dust and pollen. Exposure to diesel exhaust also causes inflammation in the lungs, which may aggravate chronic respiratory symptoms and increase the frequency or intensity of asthma attacks. However, according to the rulemaking on *Identifying Particulate Emissions from Diesel-Fueled Engines as a Toxic Air Contaminant* (ARB 1998), the available data from studies of humans exposed to diesel exhaust are not sufficient for deriving an acute non-cancer health risk guidance value. While the lung is a major target organ for diesel exhaust, studies of the gross respiratory effects of diesel exhaust in exposed workers have not provided sufficient exposure information to establish a short-term non-cancer health risk guidance value for respiratory effects. As previously identified in Section 4.2.5.4, none of the criteria pollutant emissions would exceed localized thresholds during the operation of the proposed project. Therefore, the proposed project would not have a significant impact on localized operational pollutant levels and no mitigation measures would be required. Similarly ~~Therefore,~~ the potential for short-term acute exposure from diesel exhaust are considered to be less than significant and no mitigation is required.

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Draft EIR Section 4.2.6.1 Construction Emissions, Page 4.2-19

Consistent with the comments provided by Letter D (Johnson & Sedlack), the text at Draft EIR Section 4.2.6.1, Page 4.2-19 is amended to clarify that the proceeding analysis evaluates all construction emissions. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the EIR.

4.2.6.1 Construction ~~Equipment Exhaust~~ Emissions

Draft EIR Section 4.2.6.1 Construction Emissions, Table 4.2.I, Page 4.2-20.

Consistent with the comments provided by Letter D (Johnson & Sedlack), the data in Table 4.2.I in Draft EIR Section 4.2.6.1, Page 4.2-20 is amended to correct typographical errors in the Draft EIR. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the EIR.

Table 4.2.I: Short-Term Regional Construction Emissions

Construction Phase	Pollutant Emissions (lbs/day)							
	ROG	NO_X	CO	SO_2	Fugitive PM_{10}	Exhaust PM_{10}	Fugitive $PM_{2.5}$	Exhaust $PM_{2.5}$
Site Preparation	40	386	212	0.53	329	17	4.4	16
Grading	29	272	149	0.36	325	12	1.6	12
Building Construction	13	82	94	0.18	~~1.8~~ 11	~~0.33~~ 4.1	~~0.02~~ 0.18	~~0.32~~ 3.9
Architectural Coating	72	3.7	11	0.01	~~0.2~~ 1.8	~~2.9~~ 0.33	~~0~~ 0.02	~~2.9~~ 0.32
Paving	~~5.95.9~~ 5.9	~~3434~~ 34	22	0.03	~~329~~ 0.2	~~17~~ 2.9	~~4.4~~ 0	~~16~~ 2.9
Peak Day (Phase Overlap)	90	390	210	0.53	329	17	4.4	16
SCAQMD Threshold	**75**	**100**	**550**	**150**	**150**		**55**	
Exceeds Threshold?	**Yes**	**Yes**	**No**	**No**	**Yes**		**No**	

CO = carbon monoxide
CO_2 = carbon dioxide
lbs/day = pounds per day
NO_x = nitrogen oxides
$PM_{2.5}$ = particulate matter less than 2.5 microns in size
PM_{10} = particulate matter less than 10 microns in size
ROG = reactive organic compounds
SO_x = sulfur oxides
SCAQMD = South Coast Air Quality Management District

Source: LSA Associates, Inc., December 2011.

Draft EIR Section 4.2.6.1, Construction Emissions Page 4.2-21.

Consistent with the comments provided by Letter D (Johnson & Sedlack), the text at Mitigation Measure 4.2.6.1B in Draft EIR Section 4.2.6.1, Page 4.2-21 is amended to clarify that clean-fuel means fuel other than diesel or gasoline. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the EIR.

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4.2.6.1B. Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall utilize power sources (e.g., power poles) or clean-fuel (e.g., fuel other than diesel or gasoline) generators where feasible. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City.

Draft EIR Section 4.2.6.1, Construction Emissions Page 4.2-23.

Consistent with the comments provided by Letter D (Johnson & Sedlack), the Mitigation Measures have been added to Draft EIR Section 4.2.6.1, Page 4.2-23 to further reduce construction air quality impacts. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the EIR.

4.2.6.1K Grading plans, construction specifications and bid documents shall also include the following notations:

- Off-road construction equipment shall utilize alternative fuels where feasible e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty;
- Gravel pads shall be provided at all access points to prevent tracking of mud onto public roads;
- Install and maintain trackout control devices at all access points where paved and unpaved access or travel routes intersect;
- The contractor or builder shall designate a person or person(s) to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust off site;
- The contractor or builder shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The contact person shall take corrective action within 24 hours;
- High pressure injectors shall be provided on diesel construction equipment where feasible;
- Engine size of construction equipment shall be limited to the minimum practical size;
- Substitute gasoline-powered for diesel-powered construction equipment where feasible;
- Use electric construction equipment where feasible;
- Install catalytic converters on gasoline-powered equipment where feasible;
- Ride-sharing program for the construction crew shall be encouraged and shall be supported by contractor(s) via incentives or other inducement;

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- Documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs;

- Lunch vendor services shall be ~~provided~~ permitted onsite during construction to minimize the need for offsite vehicle trips;

- All forklifts used during construction and in subsequent operation of the project shall be electric or natural gas powered.

- Suspend use of all construction equipment operations during second stage smog alerts.

4.2.6.1N. When materials are transported off-site, all material shall be covered, effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained.

4.2.6.1O. All streets shall be swept at least once a day using SCAQMD Rule 1186 certified street sweepers utilizing reclaimed water trucks if visible soil materials are carried to adjacent streets.

4.2.6.1P. Any vegetative cover to be utilized onsite shall be planted as soon as possible to reduce the disturbed area subject to wind erosion. Irrigation systems required for these plants shall be installed as soon as possible to maintain good ground cover and to minimize wind erosion of the soil.

4.2.6.1Q. Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow.

4.2.6.1R All roadways, driveways, sidewalks, etc., should be completed as soon as possible. In addition, building pads should be laid as soon as possible after grading unless seeding or soil binders are used.

4.2.6.1S Implement activity management techniques including a) development of a comprehensive construction management plan designed to minimize the number of large construction equipment operating during any given time period; b) scheduling of construction truck trips during non-peak hours to reduce peak hour emissions; c) limitation of the length of construction work-day period; and d) phasing of construction activities.

4.2.6.1T Reroute construction trucks away from congested streets and sensitive receptor areas.

Draft EIR Section 4.2.6.3 Long Term Operation Omissions, Page 4.2-25

Consistent with the comments provided by Letter D (Johnson & Sedlack), the text in Impact 4.2.6.1 in Draft EIR Section 4.2.6.3, Page 4.2-25 is amended to clarify the impact statement. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the EIR.

> **Impact 4.2.6.3:** *Implementation of the proposed project may ~~occur~~ have the potential to exceed applicable daily thresholds for operational activities.*

Draft EIR Section 4.2.6.3 Long Term Operation Omissions, Page 4.2-27

Consistent with the comments provided by Letter D (Johnson & Sedlack), the Mitigation Measures have been amended and added to Draft EIR Section 4.2.6.3, Page 4.2-27 to further reduce construction air quality impacts. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the EIR.

4.2.6.3A Prior to issuance of the first building permit, building and site plan designs shall ensure that the project's energy efficiencies surpass applicable 2008 California Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City. Any combination of design features, including but not limited to the following list, may be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent:

- ~~Buildings shall e~~ Exceed California Title 24 Energy Efficiency performance standards for water heating and space heating and cooling, as deemed acceptable by the City.
- Increase in insulation such that heat transfer and thermal bridging is minimized.
- Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption.
- Incorporate dual-paned or other energy efficient windows.
- Incorporate energy efficient space heating and cooling equipment.
- ~~Interior~~ Use interior and exterior energy efficient lighting which exceeds the California Title 24 Energy Efficiency performance standards ~~shall be installed~~, as deemed acceptable by the City. ~~Automatic~~ Use automatic devices to turn off lights when they are not needed ~~shall be implemented~~.
- To the extent that they are compatible with landscaping guidelines established by the City, use shade-producing trees, particularly those that shade paved surfaces such as streets and parking lots and buildings ~~shall be planted~~ at the project site.
- ~~Paint~~ Use paint and a surface color palette for the project ~~shall~~ emphasizing~~e~~ light and off-white colors which reflect heat away from the buildings.
- ~~All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design.~~
- Install a photovoltaic array (solar panels) or other source of renewable energy generation on-site, or otherwise acquire energy from the local utility that has been generated by renewable resources, to meet the project's office electricity needs.
- ~~To r~~Reduce energy demand associated with potable water conveyance~~, the project shall implement~~ using the following:
  - Landscaping palette emphasizing drought-tolerant plants;
  - Use of water-efficient irrigation techniques; and,
  - U.S. EPA Certified WaterSense labeled for equivalent faucets, high-efficiency toilets (HETs), and water-conserving shower heads.
- ~~The project shall p~~ Provide secure, weather-protected, on-site bicycle storage/parking.
- ~~The project shall p~~ Provide on-site showers (one for males and one for females). ~~L~~Provide lockers for employees ~~shall be provided~~.

- ~~The project will e~~ Establish a Transportation Management Association (TMA). The TMA will coordinate with other TMAs within the City to encourage and coordinate carpooling among building occupants. The TMA will advertise its services to building occupants, and offer transit and/or other incentives to reduce GHG emissions. A plan will be submitted by the TMA to the City within two months of project completion that outlines the measures implemented by the TMA, as well as contact information.
- ~~The project shall p~~ Provide preferential parking for carpools ~~and vanpool~~, vanpools or other alternative fuel vehicles. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to final site plan approval, delineate preferential parking for carpools and vanpools ~~shall be delineated~~ on the project site plan.
- ~~The project shall p~~ Provide at least two electric vehicle charging stations. Locations and configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, delineate stub outs for charging stations ~~shall be indicated~~ on the project building plans.
- Implement compressed workweek schedules;
- Achieve at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers until it reaches a minimum of 90% of all long haul trips carried by SmartWay 1.0 or greater carriers.
- Achieve at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers.
- Use of fleet vehicles conforming to 2010 air quality standards or better.
- Installation of catalytic converters on gasoline-powered equipment.
- Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets;
- Establishment and use of carpool/vanpool programs, complemented by parking fees for single-occupancy vehicles;
- Provision of preferential parking for EV and CNG vehicles;
- Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance;
- Use of electric (instead of diesel or gasoline-powered) yard trucks;
- Use of SmartWay 1.25 rated trucks.
- Provide a display case or kiosk displaying transportation information including the RTA bus schedule in a prominent area accessible to employees.
- Use landscape maintenance companies that use battery powered or electric equipment or contract only with commercial landscapers who operate with equipment that complies with the most recent California Air Resources Board certification standards, or standards adopted no more than three years prior to date of use or any combination of these two themes.
- ~~Lease/purchase documents shall identify that tenants are encouraged to promote the following:~~
    - ~~Implementation of compressed workweek schedules.~~
    - ~~SmartWay partnership;~~

- ~~Achievement of at least 20 percent per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers until it reaches a minimum of 90 percent of all long haul trips carried by SmartWay 1.0 or greater carriers.~~
- ~~Achievement of at least 15 percent per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85 percent of all consolidator trips carried by SmartWay 1.0 or greater carriers.~~
- ~~Use of fleet vehicles conforming to 2010 air quality standards or better.~~
- ~~Installation of catalytic converters on gasoline-powered equipment.~~
- ~~Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets.~~
- ~~Establishment and use of carpool/vanpool programs, complemented by parking fees for single-occupancy vehicles.~~
- ~~Provision of preferential parking for EV and CNG vehicles.~~
- ~~Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance.~~
- ~~Use of electric (instead of diesel or gasoline-powered) yard trucks.~~
- ~~Use of SmartWay 1.25 rated trucks.~~

Draft EIR, Section 4.2.7.1 Short-Term Air Quality Impacts, Page 4.2-25

Consistent with the comments provided by Letter D (Johnson & Sedlack), the text in Draft EIR Section 4.2.7.1, Page 4.2-25 is amended to clarify that the short-term and long-term air quality impacts are cumulative. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the EIR.

4.2.7.1 Short-Term Air Quality Impacts

The cumulative area for air quality impacts is the Basin. The implementation of the project would contribute criteria pollutants to the area during project construction. A number of individual projects in the area may be under construction simultaneously with the proposed project. Depending on construction schedules and actual implementation of projects in the area, generation of fugitive dust and pollutant emissions during construction would result in substantial short-term increases in air pollutants. However, each project would be required to comply with the SCAQMD's standard construction measures. In addition, implementation of the AQMP will result in improved air quality levels in the future and full attainment of national and state ambient air quality standards, resulting in less than significant cumulative impacts from all short-term and long-term air pollution sources. Therefore, cumulative impacts associated with short-term air quality impacts would be less than significant.

Draft EIR Section 4.3.6.1 Greenhouse Gas Emissions and Climate Change, Page 4.3-24 and 25

The Mitigation Measures in the Draft EIR Section 4.3.6.1, Page 4.3-24 and 25 have been clarified. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the EIR.

4.3.6.1A Prior to the issuance of building permits, the project applicant shall provide evidence to the City of Moreno Valley that building features have been incorporated in building plans as required by Title 24 of the California Code of Regulations. These features include but are not limited to the following:

- Exterior windows in the office areas shall utilize window treatments for efficient energy conservation.

Draft EIR Section 4.3.6.1 Greenhouse Gas Emissions and Climate Change, Page 4.3-25

Consistent with the comments provided by Letter D (Johnson & Sedlack), the Mitigation Measures have been added to Draft EIR Section 4.3.6.1, Page 4.2-25 to further reduce greenhouse gas emissions. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the EIR.

4.3.6.1B Prior to the issuance of building permits, the project applicant shall provide evidence to the City of Moreno Valley that the following measures have been be incorporated into the design and construction of the project:

- ~~Use~~ Encourage use of locally produced and/or manufactured building materials for at least 10 percent of the construction materials used for the project.
- ~~Use~~ Encourage use of "Green Building Materials," such as those materials that are resource efficient, and recycled and manufactured in an environmentally friendly way, for at least 10 percent of the project.
- Maximize the use of electricity from the power grid by replacing diesel- or gasoline-powered equipment where feasible. This would reduce GHG emissions because electricity can be produced more efficiently at centralized power plants.
- Design the project building to exceed the 2008 California Building Code's (CBC) Title 24 energy standard by 20%, including, but not limited to, any combination of the following:
- Incorporate ENERGY STAR or better rated windows, space heating and cooling equipment, light fixtures, appliances, or other applicable electrical equipment in the office areas.
- Provide a landscape and development plan for the project that takes advantage of shade, prevailing winds, and landscaping. The landscaping plan shall be prepared by a registered landscape architect who will consider the following:
    - Plant at least 50 percent low-ozone forming potential (Low-OFP) trees and shrubs, preferably native, drought-resistant species, to meet city/county landscaping requirements.

- Plant Low-OFP, native, drought-resistant, tree and shrub species, 20% in excess of that already required by city or county ordinance. Consider roadside, sidewalk, and driveway shading.

- Install electrical outlets on the exterior walls of the warehouse/office building (and perhaps parking lots) to promote the use of electric landscape maintenance equipment.

Draft EIR, Section 4.3.6.1 Greenhouse Gas Emissions and Climate Change, Page 4.3-26, Mitigation Measure 4.3.6.1C

Consistent with the comments provided by Letter D (Johnson & Sedlack), the text for the conclusion of Impact 4.3.6.1 in Draft EIR Section 4.2.6.3, Page 4.3-16 is amended to clarify the impact statement. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the EIR.

4.3.6.1C Prior to the issuance of occupancy permits, the project applicant shall provide evidence to the City of Moreno Valley that the following measures have been be incorporated into the operation of the project:

- The project applicant shall use ~~less than 3,900~~ low Global Warming ~~Potential (GWP) hydrofluorocarbon (HCF)~~ refrigerants or natural refrigerants (ammonia, propane, carbon dioxide [CO2]) for refrigeration and fire suppression equipment.

- Provide vegetative or man-made exterior wall shading devices for east-, south-, and west facing walls with windows in the office areas.

Level of Significance After Mitigation. The mitigation measures identified above would contribute to a reduction in GHG emissions from energy, mobile, and water usage sources. With implementation of the identified mitigation measures, the proposed project's GHG emissions are reduced. As described above, project-related GHG emissions are not confined to a particular air basin but are dispersed worldwide. Consequently, it is speculative to determine how project-related GHG emissions would contribute to global climate change and how global climate change may impact the State. Therefore, project-related GHG emissions are not project-specific impacts to global warming but are instead the project's contribution to this cumulative impact. As stated previously, project-related GHG emissions and their contribution to global climate change impacts in the State are less than significant ~~and less than cumulatively considerable~~ on a project specific basis because: (1) the project's impacts alone would not cause or significantly contribute to global climate change, and (2) the project has no substantial effect on consumption of fuels or other energy resources, especially fossil fuels that contribute to GHG emissions when consumed. However, project-related GHG emissions and their contribution to global climate change impacts are considered to be cumulatively considerable.

Draft EIR Section 4.4 Noise, Page 4.4-1

There was a topographical error in this section of the Draft EIR indicating the incorrect date on the noise study. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the Draft EIR.

4.4 NOISE

This analysis is intended to satisfy the City's requirements for a project-specific noise impact analysis by examining the short-term and long-term noise impacts of the proposed project on sensitive uses adjacent to the proposed project site and by evaluating the effectiveness of mitigation measures incorporated as part of the project design. This includes the potential for the proposed project to result in impacts associated with a substantial temporary and/or permanent increase in ambient noise levels in the vicinity of the project area; exposure of people to excessive noise levels, groundborne vibration, or groundborne noise levels. The analysis contained in this section is based on a comprehensive *Noise Impact Analysis* contained in Appendix E (LSA Associates, Inc., ~~December 2011~~ March 2012), which examines existing ambient noise conditions and project-related impacts.

Draft EIR, Section 5.4 Consistency With Local And Regional Plans, Page 5-12

A new table (Table 5.D: Compass Growth Vision Report Consistency) has been added as a response to a comment received on the Draft EIR. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the EIR.

Compass Growth Vision. The Compass Growth Vision plan provides a framework for local and regional decision-making regarding growth, transportation, land use, and economic development. The framework includes principles and a specific set of strategies intended to achieve and improve a quality of life that promotes and sustains for future generations the region's mobility, livability, and prosperity. The main objective of the Compass Growth Vision is to manage the forecast growth while improving future living conditions for all people within the SCAG area, including live, work, and play activities. The following discussion includes the principles within the Compass Growth Vision plan and their association to the proposed project.

Principle 1: Improve mobility for all residents.

Principle 2: Foster livability in all communities.

Principle 3: Enable prosperity for all people.

Principle 4: Promote sustainability for future generations.

The proposed project is consistent with the four principles identified above (refer to Table 5.D). ~~The nature of the proposed project allows the transport of commodities from a single area rather than multiple areas, minimizing vehicle trip generation. The proposed project supports the prosperity for all people by providing employment opportunities close to existing housing within the City of Moreno Valley. The proposed project is located in an area that is already developed with urban uses and where existing infrastructure (freeway, sewer, electrical, water, etc.) is accessible. During the construction of the project and as needed throughout the process, necessary utility and roadway improvements will be installed or extended to the project site from adjacent existing facilities. The utility and roadway improvements will facilitate future growth in the surrounding area. The development of the proposed project is consistent with the land use vision for the site and will augment existing services available in the City and region.~~

Table 5.D: Compass Growth Vision Report Consistency

Policy	Consistency Analysis
Principle 1: Improve mobility for all residents. • Encourage transportation investments and land use decisions that are mutually supportive. • Locate new housing near existing jobs and new jobs near existing housing. • Promote a variety of travel choices.	The project is consistent with this principle. The actions associated with implementation of the proposed project would allow for warehousing uses to be clustered around other industrial and commercial uses and would encourage a reduction of vehicle miles traveled within the City. Implementation of the project would create approximately 646 jobs. Existing housing is located approximately 1 mile to the north and 2 miles to the south of the project site. The project is consistent with this portion of Principle 1. There are a number of transit-oriented strategies that could be implemented by the proposed project to encourage alternate modes of travel, including informational strategies, incentives, and services. (Refer to Mitigation Measure 4.2.6.3A).
Principle 2: Foster livability in all communities. • Promote developments which provide a mix of uses. • Promote "people scaled, "walkable communities. • Support the preservation of stable, single-family neighborhoods.	The project is consistent with the applicable portions of this principle. The proposed project is a warehousing project and does not include any residential uses. Therefore, the project is not considered to be a mixed use project and this portion of Principle 2 is not applicable to the project. The project site is located in an industrial warehouse area. The project would include sidewalks so that the opportunity of being walkable within this warehouse area is possible. Therefore, the project is consistent with this portion of Principle 2. The proposed project is a warehousing project and does not include any residential uses. Therefore this portion of Principle 2 is not applicable to the project.
Principle 3: Enable prosperity for all people. • Provide in each community a variety of housing types to meet the housing needs of all income levels. • Support educational opportunities that promote balanced growth. • Ensure environmental justice regardless of race, ethnicity, or income class. • Support local and state fiscal policies that	Based on the information provided below, this principle is not applicable to the project. The proposed project is a warehousing project and does not include any residential or educational uses. Therefore this portion of Principle 3 is not applicable to the project. The project site is vacant and the project located in an area identified for industrial and commercial uses. Therefore, this issue not applicable to the project. The supporting of local and state fiscal policies and the encouragement of civic engagement is at the City level not the

Table 5.D: Compass Growth Vision Report Consistency

Policy	Consistency Analysis
encourage balanced growth. • Encourage civic engagement.	project level. Therefore, this portion of the principle is not applicable to the project.
Principle 4: Promote sustainability for future generations. • Focus development in urban centers and existing cities. • Develop strategies to accommodate growth that uses resources efficiently, eliminate pollution and significantly reduce waste. • Utilize "green" development techniques.	The project is consistent with this principle. The proposed project is located in an area that is already developed with urban uses and where existing infrastructure (freeway, sewer, electrical, water, etc.) is accessible. Mitigation Measure 4.3.1.6B requires the project to implement various sustainability strategies and "green" development techniques that uses resources efficiently, eliminates pollution, and reduces waste.

4. MITIGATION MONITORING AND REPORTING PROGRAM

4.1 INTRODUCTION

This Mitigation Monitoring and Reporting Program has been prepared for use in implementing mitigation for the:

VIP Moreno Valley Project

The program has been prepared in compliance with State law and the Environmental Impact Report (EIR) (State Clearinghouse No. 2011081084) prepared for the project by the City of Moreno Valley.

The California Environmental Quality Act (CEQA) requires adoption of a reporting or monitoring program for those measures placed on a project to mitigate or avoid adverse effects on the environment (Public Resource Code Section 21081.6). The law states that the reporting or monitoring program shall be designed to ensure compliance during project implementation.

The monitoring program contains the following elements:

1) The mitigation measures are recorded with the action and procedure necessary to ensure compliance. In some instances, one action may be used to verify implementation of several mitigation measures.
2) A procedure for compliance and verification has been outlined for each action necessary. This procedure designates who will take action, what action will be taken and when, and to whom and when compliance will be reported.
3) The program has been designed to be flexible. As monitoring progresses, changes to compliance procedures may be necessary based upon recommendations by those responsible for the program. As changes are made, new monitoring compliance procedures and records will be developed and incorporated into the program.

This Mitigation Monitoring and Reporting Program includes mitigation identified in the Initial Study and the Final EIR.

4.2 MITIGATION MONITORING AND RESPONSIBILITIES

As the Lead Agency, the City of Moreno Valley is responsible for ensuring full compliance with the mitigation measures adopted for the proposed project. The City will monitor and report on all mitigation activities. Mitigation measures will be implemented at different stages of development throughout the project area. In this regard, the responsibilities for implementation have been assigned to the Applicant, Contractor, or a combination thereof. If during the course of project implementation, any of the mitigation measures identified herein cannot be successfully implemented, the City shall be immediately informed, and the City will then inform any affected responsible agencies. The City, in conjunction with any affected responsible agencies, will then determine if modification to the project is required and/or whether alternative mitigation is appropriate.

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4.3 MITIGATION MONITORING AND REPORTING PROGRAM CHECKLIST

Project File Name: VIP Moreno Valley Project **Applicant:** Vogel Engineers, Inc.
Date: June 2012

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
AIR QUALITY						
4.2.6.1A Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall place construction equipment staging areas at least 200 feet away from sensitive receptors. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City.	City of Moreno Valley Engineering and Building and Safety Planning Division	Prior to Grading and during grading operations.	Prior to Issuance of Grading Permit	Review of construction documents and on-site inspection		Withhold Grading Permit or Issuance of a Stop Work Order
4.2.6.1B Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall utilize power sources (e.g., power poles) or clean-fuel (e.g., fuel other than diesel or gasoline) generators where feasible. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City.	City of Moreno Valley Engineering and Building and Safety Planning Division	Prior to Grading	Prior to Issuance of Grading Permit	Review of construction documents and on-site inspection		Withhold Grading Permit or Issuance of a Stop Work Order
4.2.6.1C Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall utilize California Air Resources Board (CARB) Tier II Certified equipment or better during the rough/mass grading phase for the following pieces of equipment: rubber-tired dozers and scrapers. Contract	City of Moreno Valley Engineering and Building and Safety Planning Division	Prior to Grading	Prior to Issuance of Grading Permit	Review of construction documents and on-site inspection		Withhold Grading Permit

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Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
specifications shall be included in the proposed project construction documents, which shall be reviewed by the City.						
4.2.6.1D All clearing, grading, earthmoving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.	City of Moreno Valley Engineering and Building and Safety Planning Division	Throughout construction	During grading	Review of construction documents and on-site inspection		Issuance of a Stop Work Order
4.2.6.1E The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.	City of Moreno Valley Engineering and Building and Safety Planning Division	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1F The contractor shall ensure that traffic speeds on unpaved roads and project site areas are reduced to 15 miles per hour or less to reduce PM10 and PM2.5 fugitive dust haul road emissions. Speed limit signs (15 mph maximum) shall be posted at entry points to the project site, and along any unpaved roads providing access to or within the project site and/or any unpaved designated on-site travel routes.	City of Moreno Valley Engineering and Building and Safety Planning Division	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1G Groundcover shall be replaced, and/or non-toxic soil stabilizers shall be applied (according to manufacturers' specifications) to any inactive	City of Moreno Valley Engineering and Building and Safety	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order

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Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
construction areas (previously graded areas inactive for ten days or more).	Planning Division					
4.2.6.1H The contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper tune according to manufacturer's specifications and during smog season (May through October) by not allowing construction equipment to be left idling for more than five minutes (per California law).	City of Moreno Valley Engineering and Building and Safety	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1I The contractor shall ensure use of low-sulfur diesel fuel in construction equipment as required by the California Air Resources Board (CARB) (diesel fuel with sulfur content of 15 ppm by weight or less).	City of Moreno Valley Engineering and Building and Safety	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1J If available, the project applicant shall use "Low-Volatile Organic Compounds" paints, coatings, and solvents with a VOC content lower than required under Rule 1113 (not to exceed 150 grams/liter; 1.25 pounds/gallon). High Pressure Low Volume (HPLV) applications of paints, coatings, and solvents shall be consistent with South Coast Air Quality Management District Rule 1113. Alternatively, the project applicant shall use materials that do not require painting or are pre-painted.	City of Moreno Valley Engineering and Building and Safety Planning Division	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1K Grading plans, construction specifications and bid documents shall	City of Moreno Valley Engineering	Prior to Grading and during	Prior to Issuance of Grading Permit	Review of construction		Withhold Grading Permit

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Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
also include the following notations: • Off-road construction equipment shall utilize alternative fuels where feasible e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty; • Gravel pads shall be provided at all access points to prevent tracking of mud onto public roads; • Install and maintain trackout control devices at all access points where paved and unpaved access or travel routes intersect; • The contractor or builder shall designate a person or person(s) to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust off site; • The contractor or builder shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The contact person shall take corrective action within 24 hours; • High pressure injectors shall be provided on diesel construction equipment where feasible; • Engine size of construction	and Building and Safety Planning Division	grading operations.		documents and on-site inspection		or Issuance of a Stop Work Order

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Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
equipment shall be limited to the minimum practical size; • Substitute gasoline-powered for diesel-powered construction equipment where feasible; • Use electric construction equipment where feasible; • Install catalytic converters on gasoline-powered equipment where feasible; • Ride-sharing program for the construction crew shall be encouraged and shall be supported by contractor(s) via incentives or other inducement; • Documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs; • Lunch vendor services shall be permitted onsite during construction to minimize the need for offsite vehicle trips; • All forklifts used during construction and in subsequent operation of the project shall be electric or natural gas powered.						

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Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
• Suspend use of all construction equipment operations during second stage smog alerts.						
4.2.6.1L Throughout project construction, a construction relations officer/community liaison, appointed by the Applicant, shall be retained on-site. In coordination and cooperation with the City, the construction relations officer/community liaison shall respond to any concerns related to PM10 (fugitive dust) generation or other construction-related air quality issues.	City of Moreno Valley Engineering and Building and Safety	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1M All project entrances shall be posted with signs which state: • Truck drivers shall turn off engines when not in use; • Diesel delivery trucks servicing the project shall not idle for more than three (3) minutes; and • Telephone numbers of the building facilities manager and CARB, to report violations.	City of Moreno Valley Engineering and Building and Safety	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1N When materials are transported off-site, all material shall be covered, effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained.	City of Moreno Valley Engineering and Building and Safety	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1O All streets shall be swept at least	City of Moreno	Throughout	During	On-site inspection		Issuance of a

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Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
once a day using SCAQMD Rule 1186 certified street sweepers utilizing reclaimed water trucks if visible soil materials are carried to adjacent streets.	Valley Engineering and Building and Safety	construction	Construction			Stop Work Order
4.2.6.1P Any vegetative cover to be utilized onsite shall be planted as soon as possible to reduce the disturbed area subject to wind erosion. Irrigation systems required for these plants shall be installed as soon as possible to maintain good ground cover and to minimize wind erosion of the soil.	City of Moreno Valley Engineering and Building and Safety Planning Division	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1Q. Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow.	City of Moreno Valley Engineering and Building and Safety	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1R All roadways, driveways, sidewalks, etc., should be completed as soon as possible. In addition, building pads should be laid as soon as possible after grading unless seeding or soil binders are used.	City of Moreno Valley Engineering and Building and Safety	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1S Implement activity management techniques including a) development of a comprehensive construction management plan designed to minimize the number of large construction equipment operating during any given time period; b) scheduling of construction truck trips during non-peak hours to reduce peak hour emissions; c) limitation of the length of construction work-day period; and d) phasing of construction activities.	City of Moreno Valley Engineering and Building and Safety and Planning Division	Prior to Grading and during grading and construction operations.	Prior to Issuance of Grading Permit	Review of construction documents and on-site inspection		Withhold Grading Permit or Issuance of a Stop Work Order
4.2.6.1T Reroute construction trucks	City of Moreno	Prior to Grading	Prior to Issuance	Review of		Withhold

MV00177493

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
away from congested streets and sensitive receptor areas.	Valley Engineering and Building and Safety and Planning Division	and during grading and construction operations.	of Grading Permit	construction documents and on-site inspection		Grading Permit or Issuance of a Stop Work Order
4.2.6.3A Prior to issuance of the first building permit, building and site plan designs shall ensure that the project's energy efficiencies surpass applicable 2008 California Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City. Any combination of design features, including but not limited to the following list, may be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent: • Exceed California Title 24 Energy Efficiency performance standards for water heating and space heating and cooling, as deemed acceptable by the City. • Increase in insulation such that heat transfer and thermal bridging is minimized. • Limit air leakage through the structure or within the heating and cooling distribution system to	City of Moreno Valley Building and Safety Planning Division	Prior to Construction (once)	Prior to Issuance of Building Permits	Review of building plans and on-site inspection		Withhold Building Permits

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Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
minimize energy consumption. • Incorporate dual-paned or other energy efficient windows. • Incorporate energy efficient space heating and cooling equipment. • Use interior and exterior energy efficient lighting which exceeds the California Title 24 Energy Efficiency performance standards, as deemed acceptable by the City. Use automatic devices to turn off lights when they are not needed. • To the extent that they are compatible with landscaping guidelines established by the City, use shade-producing trees, particularly those that shade paved surfaces such as streets and parking lots and buildings at the project site. • Use paints and a surface color palette for the project emphasizing light and off-white colors which reflect heat away from the buildings. • Install a photovoltaic array (solar panels) or other source of renewable energy generation on-site, or otherwise acquire energy from the local utility that has been generated by renewable resources, to meet the project's office electricity needs. • Reduce energy demand associated with potable water conveyance using						

MV00177495

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
the following: ○ Landscaping palette emphasizing drought-tolerant plants; ○ Use of water-efficient irrigation techniques; and, ○ U.S. EPA Certified WaterSense labeled for equivalent faucets, high-efficiency toilets (HETs), and water-conserving shower heads. • Provide on-site bicycle storage/parking consistent with City of Moreno Valley requirements. • Provide on-site showers (one for males and one for females). Provide lockers for employees. • Establish a Transportation Management Association (TMA). The TMA will coordinate with other TMAs within the City to encourage and coordinate carpooling among building occupants. The TMA will advertise its services to building occupants, and offer transit and/or other incentives to reduce GHG emissions. A plan will be submitted by the TMA to the City within two months of project completion that outlines the measures implemented by the TMA, as well as contact information. • Provide preferential parking for carpools, vanpools or other						

MV00177496

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
alternative fuel vehicles. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to final site plan approval, delineate preferential parking for carpools and vanpools on the project site plan. • Provide at least two electric vehicle charging stations. Locations and configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, delineate stub outs for charging stations on the project building plans. • Implement compressed workweek schedules; • Achieve at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers until it reaches a minimum of 90% of all long haul trips carried by SmartWay 1.0 or greater carriers. • Achieve at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers.						

MV00177497

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
• Use of fleet vehicles conforming to 2010 air quality standards or better. • Installation of catalytic converters on gasoline-powered equipment. • Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets; • Establishment and use of carpool/vanpool programs, complemented by parking fees for single-occupancy vehicles; • Provision of preferential parking for EV and CNG vehicles; • Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance; • Use of electric (instead of diesel or gasoline-powered) yard trucks; • Use of SmartWay 1.25 rated trucks. • Provide a display case or kiosk displaying transportation information including the RTA bus schedule in a prominent area accessible to employees. • Use landscape maintenance companies that use battery powered or electric equipment or contract only with commercial landscapers who operate with equipment that complies with the most recent California Air Resources Board certification standards, or standards adopted no						

MV00177498

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
more than three years prior to date of use or any combination of these two themes.						
4.2.6.3B The project shall be designed to facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills by providing easily accessible areas that are dedicated to the collection and storage of recyclable materials including: paper, cardboard, glass, plastics, and metals. Locations of proposed recyclable materials collection areas are subject to review and approval by the City. Prior to Final Site Plan approval, locations of proposed recyclable materials collection areas shall be delineated on the project site plan.	City of Moreno Valley Building and Safety	Prior to Construction (once)	Prior to Issuance of Building Permits and Final Site Plan Approval	Review of final site plan and building plans and on-site inspection		Withhold Building Permits
BIOLOGICAL RESOURCES						
Mitigation Measure BIO-1: No more than 72 hours prior to initiation of ground-disturbing activities, a pre-construction survey shall be completed by a qualified biologist. The survey will identify special status avian species (if any) within the area of intended disturbance. In the event no special status avian species are identified within the limits of disturbance, no further mitigation is required. In the event such species are identified within the limits of ground disturbance,	City of Moreno Valley Planning Division	Prior to Grading	Prior to Issuance of Grading Permit	Submittal of Evidence that the pre-construction survey has been completed.		Withhold Grading Permit

MV00177499

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
Mitigation Measure BIO-3 shall apply.						
Mitigation Measure BIO-2: No more than 72 hours prior to initiation of ground-disturbing activities, a pre-construction burrowing owl survey shall be completed by a qualified biologist for the planned disturbance area. The pre-construction burrowing owl surveys may be conducted as part of the survey required in **Mitigation Measure BIO-1**. A report detailing the findings of the pre-construction survey shall be submitted to the City prior to the initiation of ground-disturbing activities. In the event no burrowing owls are identified within the limits of ground disturbance, no further mitigation is required. In the event burrowing owls are identified within the limits of ground disturbance, **Mitigation Measures BIO-3** and **BIO-4** shall apply.	City of Moreno Valley Planning Division	Prior to grading	Prior to Issuance of Grading Permit	Submittal of Evidence that a qualified biologist has been hired and the pre-construction survey has been completed. Submittal of a report of the survey findings.		Withhold Grading Permit
Mitigation Measures BIO-3. If nesting special status avian or burrowing owl species are determined to occupy a proposed area of disturbance a biological monitor will be present during construction to ensure no construction activity shall take place within 500 feet of an active nest/burrow until it has been determined by the biological monitor that the nest/burrow is no longer active, and all juveniles have fledged the nest/burrow.	City of Moreno Valley Planning Division	Prior to grading	Prior to Issuance of Grading Permit			Withhold Grading Permit
Mitigation Measure BIO-4: If active burrowing owl burrows are detected outside the breeding season, then	City of Moreno Valley Planning Division	Prior to grading	Prior to Issuance of Grading Permit	Provide evidence to the City that the passive relocation		Withhold Grading Permit

MV00177500

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
passive and/or active relocation may be approved following consultation with the CDFG and/or USFWS. One-way doors may be installed as part of a passive relocation program. Burrowing owl burrows shall be excavated with hand tools by a qualified biologist when determined to be unoccupied, and backfilled to ensure that animals do not re-enter the holes/dens.				plan has been approved by CDFG and USFWS.		
CULTURAL RESOURCES						
Mitigation Measure CUL-1: Prior to construction involving excavation four feet or more below existing surface grade, the construction contractor shall provide evidence that a qualified paleontologist has been retained, and that the paleontologist(s) shall be present during all grading and other significant ground-disturbing activities that reach four feet or more below existing surface grade. If the paleontologist(s) do not find evidence for Pleistocene-era deposits once the maximum excavation depth is reached, monitoring shall be discontinued. In the event fossiliferous deposits are encountered, the following measures shall be implemented: • Monitoring shall be conducted by qualified paleontological monitor(s) of excavation in areas identified as likely to contain paleontological resources, including undisturbed older Pleistocene alluvium. Paleontological monitors shall be	City of Moreno Valley Planning Division	Prior to grading and on-going during ground disturbing activities.	Prior to Issuance of Grading Permit	Provide evidence to the City that a qualified paleontologist has been retained, and that the paleontologist(s) will be present during all grading and other significant ground-disturbing activities that reach four feet or more below existing surface grade. A report of findings shall be submitted to the City after the finalization of construction.		Withhold Grading Permit/ Issuance of a Stop Work Order

MV00177501

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
equipped to salvage fossils as they are unearthed, to avoid construction delays, and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates. Monitors shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens. Monitoring may be reduced if the potentially fossiliferous units are determined upon exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources. • Paleontological monitoring of any earthmoving will be conducted by a monitor, under direct guidance of a qualified paleontologist. Earthmoving in areas of the parcel where previously undisturbed sediments are buried, but not otherwise disturbed, will not be monitored. • Preparation of recovered specimens to a point of identification and permanent preservation, including washing of sediments to recover small invertebrates and vertebrates. • Identification and curation of specimens into a professional, fully accredited museum repository with permanent retrievable storage. The paleontologist must have a written						

MV00177502

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
repository agreement in hand prior to the initiation of mitigation activities. • Preparation or a report of findings with and appended itemized inventory of specimens. The report and report and inventory, when submitted to the City of Moreno Valley along with confirmation of the curation of recovered of recovered specimens into an established, accredited museum repository, will signify completion of the program to mitigate impacts to paleontological resources						
GEOLOGY AND SOILS						
Mitigation Measure GEO-1: Prior to the issuance of grading permits, any existing low density soils and/or saturated soils shall be removed to competent natural soil under the inspection of the Soils Engineering Firm. After the exposed surface has been cleansed of debris and/or vegetation, it shall be scarified until it is uniform in consistency, brought to the proper moisture content and compacted to a minimum of 90 percent relative compaction (in accordance with ASTM: D-1557). In any area where a transition between fill and native soil or between bedrock and soil are encountered, additional excavation beneath foundations and slabs will be necessary in order to provide uniform support and	City of Moreno Valley Planning Division Engineering	Prior to grading	Prior to Issuance of Grading Permit	Review of construction documents and on-site inspection		Withhold Grading Permit

MV00177503

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
avoid differential settlement of the structure. The on-site soils or approved import soils may be utilized for the compacted fill, provided they are free of any deleterious materials and shall not contain any rocks, brick, asphaltic concrete, concrete, or other hard materials greater than eight inches in maximum dimensions. Any import soil must be approved by the Soils Engineering firm a minimum of 24 hours prior to importation to the site. The approved fill soils shall be placed in layers not in excess of six inches in thickness. Each lift shall be uniform in thickness and thoroughly blended. The fill soils shall be brought to within 2 percent of the optimum moisture content, unless otherwise specified by the Soils Engineering firm. Each lift shall be compacted to a minimum of 90 percent relative compaction (in accordance with ASTM: D-1557) and approved prior to the placement of the next layer of soil. Compaction tests shall be obtained at the discretion of the Soils Engineering firm but to a minimum of one test for every 500 cubic yards placed and/or for every two feet of compacted fill placed. The minimum relative compaction shall be obtained in accordance with accepted methods in the construction industry. The final grade of the structural areas shall be in a dense and smooth condition prior to						

MV00177504

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
placement of slabs-on-grade or pavement areas. No fill soils shall be placed, spread, or compacted during unfavorable weather conditions. When the grading is interrupted by heavy rains, compaction operations shall not be resumed until approved by the Soils Engineering firm. It should be noted that the above measure may be modified by the Final Geotechnical or Soils Report.						
Mitigation Measure GEO-2: Prior the issuance of grading permits, the project proponent shall inform the project engineers, architects, owner, maintenance personnel, and other interested parties of the Expansive Soil Guidelines provided in the project's geotechnical analysis [Geotechnical Engineering Investigation Proposed Industrial Development Southwest Corner of Perris Boulevard and Grove View Road Moreno Valley, California, NorCal Engineering, March 7, 2007]. The recommendations identified in the project's Expansive Soil Guidelines shall be implemented by the project engineers, architects, owner, maintenance personnel, and other interested parties in the applicable design guidelines. Applicable design guidelines shall be included and implemented in the project's grading plans.	City of Moreno Valley Planning Division Building and Safety Engineering	Prior to grading	Prior to Issuance of Grading Permit	Review of grading and construction documents and on-site inspection		Withhold Grading Permit

MV00177505

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
GREENHOUSE GASES AND GLOBAL CLIMATE CHANGE						
4.3.6.1A Prior to the issuance of building permits, the project applicant shall provide evidence to the City of Moreno Valley that building features have been incorporated in building plans as required by Title 24 of the California Code of Regulations. These features include but are not limited to the following: • Exterior windows in the office areas shall utilize window treatments for efficient energy conservation. • Per CALGreen Code requirements, water-efficient fixtures and appliances, including but not limited to low-flow faucets, dual-flush toilets minimizing water consumption by 20 percent from the Building Standards Code baseline water consumption shall be used. • Per CALGreen Code requirements, a Commissioning Plan shall be prepared and all building systems (e.g., heating, ventilation, and air-conditioning [HVAC], irrigation systems, lighting, water heating) shall be commissioned by the Commissioning Authority. • Per CALGreen Code, restrict watering methods (e.g., prohibit systems that apply water to non-vegetated surfaces) and control	City of Moreno Valley Building and Safety Planning Division	Prior to construction	Prior to issuance of building permits	Review of construction documents and on-site inspection		Withhold Building Permit

MV00177506

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
runoff.						
4.3.6.1B Prior to the issuance of building permits, the project applicant shall provide evidence to the City of Moreno Valley that the following measures have been be incorporated into the design and construction of the project: • Encourage use of locally produced and/or manufactured building materials for at least 10 percent of the construction materials used for the project. • Encourage use of "Green Building Materials," such as those materials that are resource efficient, and recycled and manufactured in an environmentally friendly way, for at least 10 percent of the project. • Limit unnecessary idling of construction equipment. A reduction in equipment idling would reduce fuel consumption, and therefore, GHG emissions. • Maximize the use of electricity from the power grid by replacing diesel- or gasoline-powered equipment where feasible. This would reduce GHG emissions because electricity can be produced more efficiently at centralized power plants. • Design the project building to exceed	City of Moreno Valley Building and Safety Planning Division	Prior to construction	Prior to issuance of building permits	Review of construction documents/building plans and on-site inspection		Withhold Building Permit

MV00177507

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
the California Building Code's (CBC) 2008 Title 24 energy standard by 20%, including, but not limited to, any combination of the following: ○ Increase insulation such that heat transfer and thermal bridging is minimized. ○ Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption. ○ Incorporate ENERGY STAR or better rated windows in the office area, space heating and cooling equipment, light fixtures, appliances, or other applicable electrical equipment. • Provide a landscape and development plan for the project that takes advantage of shade, prevailing winds, and landscaping. The landscaping plan shall be prepared by a registered landscape architect who will consider the following: ○ Plant at least 50 percent low-ozone forming potential (Low-OFP) trees and shrubs, preferably native, drought-resistant species, to meet city/county landscaping requirements. ○ Plant Low-OFP, native, drought-						

MV00177508

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
resistant, tree and shrub species, 20% in excess of that already required by city or county ordinance. Consider roadside, sidewalk, and driveway shading. • Install efficient lighting and lighting control systems. Use daylight as an integral part of the lighting systems in buildings. • Install light-colored "cool" roof and cool pavements. • Install energy-efficient heating and cooling systems, appliances and equipment, and control systems. • Install solar or light-emitting diodes (LEDs) for outdoor lighting. • Install electrical outlets on the exterior walls of the warehouse/office building (and perhaps parking lots) to promote the use of electric landscape maintenance equipment.						
4.3.6.1C Prior to the issuance of occupancy permits, the project applicant shall provide evidence to the City of Moreno Valley that the following measures have been incorporated into the operation of the project: • The project applicant shall use low	City of Moreno Valley Building and Safety Planning Division	Prior to building permit and occupancy	Prior to issuance of occupancy permit	Review of construction documents and on-site inspection		Withhold Occupancy Permit

MV00177509

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
Global Warming refrigerants or natural refrigerants (ammonia, propane, carbon dioxide [CO_2]) for refrigeration and fire suppression equipment. • Provide vegetative or man-made exterior wall shading devices for east-, south-, and west facing walls with windows in the office areas. • Devise a comprehensive water conservation strategy appropriate for the project and its location. The strategy may include the following, plus other innovative measures that may be appropriate: • Install drought tolerant plants for landscaping. • Use reclaimed water for landscape irrigation within the project. Install the infrastructure to deliver and use reclaimed water. • Install water-efficient irrigations systems, such as weather-based and soil-moisture-based irrigation controllers and sensors for landscaping according to the California Department of Water Resources Model Efficient Landscape Ordinance. • Provide employee education about reducing waste and available recycling services.						

MV00177510

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
HYDROLOGY AND WATER QUALITY						
Mitigation Measure HYD-01: Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall provide evidence to the City that a Notice of Intent (NOI) with the Regional Water Quality Control Board has been filed to be covered under the State NPDES General Construction Permit for discharge of stormwater associated with construction activities.	City of Moreno Engineering	Prior to grading	Prior to the Issuance of Grading Permits	Submittal of copy of Notice of Intent to City filed with the RWQCB		Withhold Grading Permits
Mitigation Measure HYD-02: Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall submit to the State Water Quality Control Board, a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall include a surface water control plan and erosion control plan citing specific measures to control on-site and off-site erosion during the entire grading and construction period. Additionally, the SWPPP shall identify structural and nonstructural BMPs to control sediment and non-visible discharges from the site. BMPs to be implemented in the SWPPP may include but shall not be limited to the following: Sediment discharges from the site may be controlled by the following: gravel bags, silt fences, straw wattles and temporary debris basins (if deemed necessary), and other discharge	City of Moreno Engineering	Prior to grading	Prior to the Issuance of Grading Permits	Review and approval of SWPPP		Withhold Grading Permits

MV00177511

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
control devices. The construction and condition of the BMPs will be periodically inspected during construction, and repairs will be made when necessary as required by the SWPPP.						
Materials that have the potential to contribute non-visible pollutants to stormwater must not be placed in drainage ways and must be contained, elevated, and placed in temporary storage containment areas.						
All loose piles of soil, silt, clay, sand, debris, and other earthen material shall be protected in a reasonable manner to eliminate any discharge from the site. Stockpiles will be surrounded by silt fences.						
The SWPPP will include inspection forms for routine monitoring of the site during the construction phase to ensure NPDES compliance.						
Additional BMPs and erosion control measures will be documented in the SWPPP and utilized if necessary.						
The SWPPP will be kept on site for the entire duration of project construction and will also be available to the local RWQCB for inspection at any time.						
In the event that it is not feasible to implement the above BMPs, the City of Moreno Valley can make a determination						

MV00177512

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
that other BMPs will provide equivalent or superior treatment either on or off site.						
Mitigation Measure HYD-03: Prior to the issuance of grading permits, the project proponent shall provide evidence to the City that the following provisions have been added to construction contracts for the project: • The Construction Contractor shall be responsible for performing and documenting the application of BMPs identified in the SWPPP. Weekly inspections shall be performed on sediment control measures called for in the SWPPP. Monthly reports shall be maintained by the Contractor and submitted to the City for inspection. In addition, the Contractor will also be required to maintain an inspection log and have the log on site to be reviewed by the City of Moreno Valley and the representatives of the Regional Water Quality Control Board.	City of Moreno Engineering	During grading and construction	Prior to Grading	Review of construction documents and on-site inspection		Withhold Grading Permit
Mitigation Measure HYD-04: Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall receive approval from the City of Moreno Valley for a Final Water Quality Management Plan (F-WQMP). The F-WQMP shall specifically identify pollutants of concern, site design, source control, and treatment control BMPs that	City of Moreno Engineering	Prior to grading	Prior to Issuance of Grading Permit	Submittal of WQMP to City for review and approval		Withhold Grading Permit

MV00177513

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
shall be used on site to control predictable pollutant runoff in order to reduce impacts to water quality to the maximum extent practicable.						
Mitigation Measure HYD-05: Prior to grading plan approval and the issuance of a grading permit, the project proponent shall submit a detailed grading plan and drainage report, with supporting engineering calculations, to the City Engineer for review and approval. The plan and report shall incorporate relevant requirements identified by the City and/or site-specific geotechnical investigations. The plan and report shall provide evidence that the storm drainage system would be adequate to convey water for the 100-year storm event from the project site and that the post-development flows exiting the proposed project site are less than or equal to pre-development flows.	City of Moreno Engineering	Prior to grading	Prior to Issuance of Grading Permits	Submittal of evidence that all requirements are fulfilled		Withhold Grading Permit
NOISE						
4.4.6.1A During all project site excavation and grading on site, the project contractor shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers consistent with manufacturers' standards.	City of Moreno Valley Building and Safety Engineering Planning Division	Throughout construction	Prior to Issuance of Grading Permit	Review of construction documents and on-site inspection		Withhold Grading Permit
4.4.6.1B The project contractor shall place all stationary construction equipment so that emitted noise is	City of Moreno Valley Building and Safety	Throughout construction /on-site inspection	Prior to Issuance of Grading Permit	Review of construction documents and on-		Withhold Grading Permit or Stop Work

MV00177514

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
directed away from sensitive receptors nearest to the project site.	Engineering Planning Division			site inspection		Order
4.4.6.1C The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise-sensitive receptors nearest to the project site during all project construction.	City of Moreno Valley Building and Safety Engineering Planning Division	Throughout construction /on-site inspection	Prior to Issuance of Grading Permit	Review of construction documents and on-site inspection		Withhold Grading Permit or Stop Work Order
4.9.6.1D During all project site construction activities, the construction contractor shall limit all construction-related activities that would result in high noise levels to between the hours of 6:00 a.m. and 8:00 p.m. on weekdays and between the hours of 7:00 a.m. to 8:00 p.m. on weekends and holidays, unless written approval is obtained from the City Building Official or City Engineer. For grading activity, the hours are limited to between 7 am and 6 pm weekdays and 8 am to 4 pm on weekends and holidays.	City of Moreno Valley Building and Safety Engineering Planning Division	Throughout construction /on-site inspection	Prior to Issuance of Grading Permit	Review of construction documents and on-site inspection		Withhold Grading Permit or Stop Work Order
TRANSPORTATION						
4.5.6.1A. Prior to the issuance of building permits, the project applicant shall participate in the City of Moreno Valley Development Impact (DIF) Fee Program and pay the project's fair share for local	City of Moreno Valley Building and Safety Engineering	Once after construction	Prior to the Issuance of Certificate of Occupancy	Evidence of Payment of City DIF fees		Withhold Certificate of Occupancy

MV00177515

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
circulation improvements as outlined in the VIP Moreno Valley Project Traffic Study. The City shall ensure that the intersection and street improvements outlined in the VIP Moreno Valley Project Traffic Study will be constructed pursuant to the timeframes established by the City of Moreno Valley Development Impact Fee Program.	Planning Division					
4.5.6.1B. Prior to the issuance of building permits, the project applicant shall participate in the County of Riverside Transportation Uniform Mitigation Fee (TUMF) Program and pay the project's fair share for regional circulation improvements. The City shall ensure that the intersection and street improvements outlined in the VIP Moreno Valley Project Traffic Study will be constructed pursuant to the timeframe established by the County of Riverside TUMF Program.	City of Moreno Valley Building and Safety Engineering	Once after construction	Prior to the Issuance of Certificate of Occupancy	Evidence of Payment of Riverside County TUMF fees		Withhold Certificate of Occupancy
4.5.6.2A. Prior to the issuance of occupancy permits, the project applicant shall have constructed the site access roadway improvements outlined below. • Indian Street/South Project Driveway: Restripe to convert center turn lane on Indian Street to a two-way left-turn lane. This location does not meet a peak hour signal warrant. This is a site-adjacent improvement to be constructed by the project applicant.	City of Moreno Valley Engineering	Once after construction	Prior to the Issuance of Occupancy Permits	Review of construction documents and on-site inspection		Withhold Occupancy Permits

MV00177516

APPENDIX A:

ATTACHMENTS TO JOHNSON & SEDLACK COMMENT LETTER DATED JUNE 1, 2012

Highway Traffic Noise

Construction Noise
Handbook
RCNM Version 1.1
Special Report
Measurement
Noise Barriers
Noise Compatible Planning
Noise Effect on Wildlife
Regulation and Guidance
Tire Pavement Noise
Traffic Noise Model
Training

Contruction Noise Handbook

3.0 Effects of Construction Noise

3.1 Introduction

Construction noise in the community may not pose a health risk or damage peoples' sense of hearing, but it can adversely affect peoples' quality of life. To some degree, construction noise can be a contributing factor to the degradation of someone's health in that it can cause people to be irritated and stressed and can interrupt their ability to sleep - all of which may lead to higher blood pressure, anxiety, and feelings of animosity toward the people or agencies responsible for producing the noise.

In fact, several of the traditional definitions of "noise" (i.e. unwanted or undesirable sound) can be associated with construction noise. Construction noise can be considered to:

- be too loud;
- be impulsive;
- contain annoying pure tones;
- occur unexpectedly;
- occur at undesirable times of day; and/or
- interrupt people's activities.

Construction noise has the potential to disturb people at home in their residences, in office buildings or retail businesses, in public institutional buildings, at locations of religious services, while attending sporting events, or when on vacation.

Contacts

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MV00177518

Adopted February 6, 2012

2012 Central Zone 5-Year Transportation Improvement Program

Fiscal Year				FY11-12	FY12-13	FY13/14	FY14/15	FY15/16	Current Obligated Phase Balance	Total Phase Payments/ Expenditures	Original Obligated Phase Cost
Forecast Revenues				$ 1,096,752	$ 1,096,752	$ 1,118,687	$ 1,141,061	$ 1,163,882	$ 30,277,463	$ (25,912,959)	$ 64,184,922
Carryover Revenues (As of 6/30/2011)				$ 24,353,353	$ 12,846,128	$ 50,044	$ (943,137)	$ (916,182)			
Availiable Revenue				$ 25,450,105	$ 13,942,881	$ 1,168,732	$ 197,924	$ 247,700			
Funded Expenditures		*Status**	*Phase***								
County of Riverside											
06-CN-RCY-1103	Cajalco Rd, Alexander St to I-215 (3.280 mi. 2 to 4 lanes)	STD	PA&ED	$ 0					$ 0	$ (259,263)	$ 259,263
		PLN	ENG			$ 1,000,000			$ 1,000,000	$ -	$ 1,000,000
05-CN-RCY-1006	Pigeon Pass Rd.(Cantarini), Hidden Springs Dr to Center St.(4.213 mi. 0 to 4 lanes)	STD	PA&ED	$ (0)					$ (0)	$ (649,865)	$ 649,865
05-CN-RCY-1007	Reche Canyon Rd./Reche Vista Dr., Heacock St.to S.B.C. (4.757 mi. 2 to 4 lanes)	STD	PA&ED	$ 905,260	$ 314,000				$ 1,219,260	$ (415,050)	$ 1,634,310
		STD	ROW	$ (0)					$ (0)	$ (661,119)	$ 661,118
City of Menifee/County of Riverside											
05-CN-RCY-1003	Murrieta Rd, Ethanac Rd to McCall Blvd (1.982 mi. 2 to 4 lanes)	CPL	PA&ED	$ 0					$ 0	$ (599,406)	$ 599,406
		CPL	ENG	$ 0					$ 0	$ (398,938)	$ 398,938
05-CN-RCY-1004	Newport Road/I-215 Interchange (CFD)	STD	PA&ED	$ 1,604,317					$ 1,604,317	$ (1,234,012)	$ 2,838,329
		PLN	ENG		$ 1,440,340				$ 1,440,340	$ -	$ 1,440,340
08-SW-RCY-1128	Newport Road, Murrieta Rd to Goetz Rd North (2.06 mi. 0 to 4 lanes)	STD	CON	$ 856,511					$ 856,511	$ (3,023,489)	$ 3,880,000

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2012 Central Zone 5-Year Transportation Improvement Program

Fiscal Year				FY11-12	FY12-13	FY13/14	FY14/15	FY15/16	Current Obligated Phase Balance	Total Phase Payments/ Expenditures	Original Obligated Phase Cost
Forecast Revenues				**$ 1,096,752**	**$ 1,096,752**	**$ 1,118,687**	**$ 1,141,061**	**$ 1,163,882**	**$ 30,277,463**	**$ (25,912,959)**	**$ 64,184,922**
Carryover Revenues (As of 6/30/2011)				**$ 24,353,353**	**$ 12,846,128**	**$ 50,044**	**$ (943,137)**	**$ (916,182)**			
Availiable Revenue				**$ 25,450,105**	**$ 13,942,881**	**$ 1,168,732**	**$ 197,924**	**$ 247,700**			
Funded Expenditures, continued											
City of Moreno Valley											
06-CN-MOR-1107	Ironwood Ave(Seg A), Heacock St to Perris Blvd. (0.980 mi. 2 to 4 lanes)	CPL	PA&ED	$ -					$ -	$ (124,000)	$ 124,000
		CPL	ENG	$ 21,378					$ 21,378	$ (232,322)	$ 253,700
		CPL	ROW	$ 176,512					$ 176,512	$ (1,480,610)	$ 1,657,122
06-CN-MOR-1113	Ironwood Ave (Seg B), Perris Blvd to Nason St. (2.130 mi. 2 to 4 lanes)	CPL	PA&ED	$ (0)					$ (0)	$ (511,833)	$ 511,833
05-CN-MOR-1012	Moreno Beach/SR-60 Interchange Phase I	CPL	PA&ED	$ 0					$ 0	$ (500,000)	$ 500,000
		PND	ENG	$ 505,141					$ 505,141	$ (2,227,339)	$ 2,732,480
		STD	ROW	$ 2,413,708	$ 1,000,000				$ 3,413,708	$ (2,212,292)	$ 5,626,000
		PLN	CON		$ 3,500,000				$ 3,500,000	$ -	$ 3,500,000
[1]05-CN-MOR-1013	Nason/SR-60 Interchange w/Bridge	CPL	PA&ED	$ -					$ -	$ (500,000)	$ 500,000
		PND	ENG	$ 138,145					$ 138,145	$ (1,243,306)	$ 1,381,451
		PND	ROW	$ 59,619					$ 59,619	$ (881)	$ 60,500
		PLN	CON	$ 133,500		$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 3,133,500	$ -	$ 11,128,000
City of Perris											
05-CN-PER-1015	Evans Rd, 700' N/of Placentia Ave to Nuevo Rd.(Phasel&II) (1.655 mi. 0 to 4 lanes)	CPL	PA&ED	$ 71,132					$ 71,132	$ (60,559)	$ 131,691
		STD	ENG	$ 523,636					$ 523,636	$ (72,131)	$ 595,767
		STD	CON		$ 879,015				$ 879,015	$ (1,205,799)	$ 2,084,814
05-CN-PER-1019	Nuevo, Murrieta Rd. to Dunlap (0.979 mi. 2 to 4 lanes)	PLN	PA&ED	$ -	$ 50,000				$ 50,000	$ -	$ 50,000
05-CN-PER-1072	Ramona Expressway, I-215 to Evans Road (1.505 mi. 4 to 6 lanes)	CPL	PA&ED	$ 0					$ 0	$ (63,133)	$ 63,133
		CPL	ENG	$ (0)					$ (0)	$ (324,045)	$ 324,045
		CPL	CON	$ -	$ 199,806				$ 199,806	$ (1,742,550)	$ 1,942,356
City of Perris/ City of Menifee											
05-CN-PER-1001	Ethanac Road, Goetz Rd to I-215 (1.936 mi. 2 to 4 lanes)	PLN	PA&ED	$ -	$ 50,000				$ 50,000	$ -	$ 50,000
City of Moreno Valley/ March JPA											
05-CN-JPA-1021	Heacock Ave, Perris Valley Drain to San Michele Rd, Phase I (0.890 mi. 2 to 4 lanes)	CPL	PA&ED	$ -					$ -	$ (65,600)	$ 65,600
		CPL	ENG	$ -					$ -	$ (91,167)	$ 91,167
		CPL	ROW	$ (0)					$ (0)	$ (32,959)	$ 32,959
		STD	CON	$ 229,676					$ 229,676	$ (7,526)	$ 237,202

[1]***Nason/SR-60 CON funding in FY13/14, FY14/15, FY15/16 are illustrative only and not actual commitment.***

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Adopted February 6, 2012

2012 Central Zone 5-Year Transportation Improvement Program

Fiscal Year				FY11-12	FY12-13	FY13/14	FY14/15	FY15/16	Current Obligated Phase Balance	Total Phase Payments/ Expenditures	Original Obligated Phase Cost
Forecast Revenues				$ 1,096,752	$ 1,096,752	$ 1,118,687	$ 1,141,061	$ 1,163,882	$ 30,277,463	$ (25,912,959)	$ 64,184,922
Carryover Revenues (As of 6/30/2011)				$ 24,353,353	$ 12,846,128	$ 50,044	$ (943,137)	$ (916,182)			
Availiable Revenue				$ 25,450,105	$ 13,942,881	$ 1,168,732	$ 197,924	$ 247,700			
Funded Expenditures, continued											
RCTC/City of Perris											
05-CN-PER-1018	SR-74 (4th)/I-215 Interchange	CPL	PA&ED						$ -	$ (1,050,000)	$ 1,050,000
		PND	ENG	$ 72,345					$ 72,345	$ (648,953)	$ 721,298
		PND	ROW	$ 456,429					$ 456,429	$ (1,656,847)	$ 2,113,276
		STD	CON	$ 2,229,993	$ 2,850,000				$ 5,079,993	$ (1,720,007)	$ 6,800,000
County of Riverside/City of Perris											
07-CN-PER-1120	Ramona Expressway/I-215 Interchange	STD	ENG	$ 97,000					$ 97,000	$ (897,959)	$ 994,959
		STD	CON	$ 2,000,000	$ 3,500,000				$ 5,500,000	$ -	$ 5,500,000
Reimbursements (10% of revenue)***				$ 109,675	$ 109,675	$ 111,869	$ 114,106	$ 116,388			
Total Funded Capital Expenditures				$ 12,603,977	$ 13,892,837	$ 2,111,869	$ 1,114,106	$ 1,116,388			
Total Funded Balance Carryover*				$ 12,846,128	$ 50,044	$ (943,137)	$ (916,182)	$ (868,688)			

Summary Table								
Fiscal Year	**FY11/12**	**FY12/13**	**FY13/14**	**FY14/15**	**FY15/16**	5-Year Total Available Forecast Cash	5-Year Total Programmed plus 3%	5-Year Balance
Available Revenue	$ 25,450,105	$ 13,942,881	$ 1,168,732	$ 197,924	$ 247,700			
Total Funded/Obligated Expenditures	$ 12,603,977	$ 13,892,837	$ 2,111,869	$ 1,114,106	$ 1,116,388	$ 30,793,842	$ 31,902,557	$ (1,108,715)
Carryover Balance	$ 12,846,128	$ 50,044	$ (943,137)	$ (916,182)	$ (868,688)			
10% Reimbursement Tracking Summary								
Available 10% Reimbursements	$ 933,029	$ 745,401	$ 559,967	$ 376,771	$ 195,856	5-Year Total Available	5-Year Total Programmed	5-Year Balance Available
Programmed Reimbursements	$ 297,303	$ 297,303	$ 297,303	$ 297,303	$ 435,883	$ 1,625,094	$ -	$ 1,625,094
Reimbursement Carryover Balance	$ 635,726	$ 448,098	$ 262,664	$ 79,468	$ (240,027)			

NOTES:

Total Funded Carryover Balance does not reflect total available cash - October 29 Zone TAC approved reducing each funded phase of each funded project by 3% on TIP.
Phase: planning=PA&ED, engineering=ENG, right-of-way=ROW,construction=CON.
Status: PLN=planned, STD=started, PND=pending final invoice, CPL=completed, TER=terminated.
10% Reimbursement Reimbursement Detail Tracked on Separate Spreadsheet.
Actual Forecasts, Carryover, and Payments thru 6/30/11.
Yellow highlight = obligated funds and over-program alert.

MV00177521

Technical Support Document for Cancer Potency Factors:

Methodologies for derivation, listing of available values, and adjustments to allow for early life stage exposures.

April 2009

California Environmental Protection Agency

Office of Environmental Health Hazard Assessment

Air Toxicology and Epidemiology Branch

MV00177522

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EXECUTIVE SUMMARY

The Air Toxics "Hot Spots" Information and Assessment Act (AB 2588, Connelly) was enacted in September 1987. Under this Act, stationary sources of air pollution are required to report the types and quantities of certain substances their facilities routinely release into the air. The goals of the Air Toxics "Hot Spots" Act are to collect emission data, identify facilities having localized impacts, ascertain health risks posed by those facilities, notify nearby residents of significant risks and reduce emissions from significant sources.

The Technical Support Document for Cancer Potency Factors (TSD) contains cancer unit risks and potency factors for 107 of the 201 carcinogenic substances or groups of substances for which emissions must be quantified in the Air Toxics Hot Spots program. These unit risks are used in the cancer risk assessment of facility emissions.

The purposes of this revision to the TSD is to provide updated calculation procedures used to derive the estimated unit risk and cancer potency factors, and to describe the procedures used to consider the increased susceptibility of infants and children compared to adults to carcinogens. This updates cancer risk assessment methods originally laid out in the California Department of Health Services' Guidelines for Chemical Carcinogen Risk Assessment (CDHS, 1985), and more recently summarized in the previous Hot Spots technical support document Part II (OEHHA, 2005a). Summaries of cancer potency factors and the underlying data are provided in Appendix A and B. [these did not undergo revision and are not included in this review package.]

The procedures used to consider the increased susceptibility to carcinogens of infants and children as compared to adults include the use of age-specific weighting factors in calculating cancer risks from exposures of infants, children and adolescents, to reflect their anticipated special sensitivity to carcinogens

This document is one part of the Air Toxics Hot Spots Program Risk Assessment Guidelines. The other documents originally included in the Guidelines are Part I: Technical Support Document for the Determination of Acute Toxicity Reference Exposure Levels for Airborne Toxicants; Part III: Technical Support Document for Determination of Noncancer Chronic Reference Exposure Levels; Part IV: Technical Support Document for Exposure Assessment and Stochastic Analysis; Part V: Air Toxic Hot Spots Program Risk Assessment Guidelines. As a part of the same revision process which led to production of this revised TSD on cancer potencies, the original TSDs for Acute and Chronic Reference Exposure Levels have been replaced with a new unified TSD for Acute, 8-hour and Chronic Reference Exposure Levels.

The major changes to the TSD include the following:

> Based on the OEHHA analysis of the potency by lifestage at exposure, OEHHA proposes weighting cancer risk by a factor of 10 for exposures that occur from birth to 2 years of age, and by a factor of 3 for exposures that occur from 2 years through 15 years of age. We propose to apply this weighting factor to all carcinogens, regardless of purported mechanism of action, unless chemical-specific data exist to the contrary. In cases where

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there are adequate data for a specific carcinogen of potency by age, we would use the data to make any adjustments to risk.

OEHHA proposes to use the Benchmark Dose method to compute potency factors rather than the more traditional linearized multistage model (LMS), although the LMS will still be used in some instances. The BMDL model essentially uses an empirical fit to the data (usually best with the multistage model), and then extrapolates with a straight line from the 95 % lower confidence limit of the BMD (BMDL) to zero. This method is simpler and does not assume any underlying theoretical mechanisms at the low dose range. The BMDL method results in very similar estimates of potency as the LMS method.

OEHHA will use scaling based on body weight to the ¾ power, rather than to the 2/3 power.

OEHHA's evaluations of the carcinogenicity of chemicals generally follow the guidelines laid out by IARC for identification and classification of potential human carcinogens, which are described in detail in the most recent revision of the *Preamble* to the IARC monographs series (IARC, 2006).

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PREFACE

The Air Toxics "Hot Spots" Information and Assessment Act (AB 2588, Connelly) was enacted in September 1987. Under this Act, stationary sources are required to report the types and quantities of certain substances their facilities routinely release into the air. The goals of the Air Toxics "Hot Spots" Act are to collect emission data, identify facilities having localized impacts, ascertain health risks posed by those facilities, notify nearby residents of significant risks and reduce emissions from significant sources.

The Technical Support Document for Cancer Potency Factors (TSD) contains cancer unit risks and potency factors for 107 of the 201 carcinogenic substances or groups of substances for which emissions must be quantified in the Air Toxics Hot Spots program. These unit risks are used in risk assessment of facility emissions. The TSD provides updated calculation procedures used to derive the estimated unit risk and cancer potency factors, and procedures to consider early-life susceptibility to carcinogens. Summaries of cancer potency factors and the underlying data are provided in Appendix A and B. [these did not undergo revision and are not included in this review package.]

In this document, OEHHA is responding to the requirements of the 1999 Children's Environmental Health Protection Act, (SB25, Escutia) by revising the procedures for derivation and application of cancer potency factors to take account of general or chemical-specific information which suggests that children may be especially susceptible to certain carcinogens (OEHHA, 2001a). The revised cancer potency derivation procedures described will not be used to impose any overall revisions of the existing cancer potencies, although they do reflect updated methods of derivation. However, individual cancer potency values will be reviewed as part of the ongoing re-evaluation of health values mandated by SB 25, and revised values will be listed in updated versions of the appendices to this document as necessary. The revisions also include the use of weighting factors in calculating cancer risks from exposures of infants, children and adolescents, to reflect their anticipated special sensitivity to carcinogens. Similar legal mandates to update risk assessment methodology and cancer potencies apply to the OEHHA program for development of Public Health Goals (PHGs) for chemicals in drinking water, and Proposition 65 No Significant Risk Levels (NSRLs). The NSRLs may also be revised to reflect concerns for children's health. Revising these numbers will require the originating program to reconsider the value in an open public process. For example, OEHHA would need to release any revised potency factors for public comment and review by the Scientific Review Panel on Toxic Air Contaminants (SRP) prior to adoption under the TAC program. The procedures for outside parties to request reevaluation of cancer potency values by the programs which originated those values are listed in Appendix G.

Appendices A and B provide previously adopted Cal/EPA values which were included in the previous version of the TSD for Cancer Potency Factors (OEHHA, 2005a). Cal/EPA values were developed under the Toxic Air Contaminant (TAC) program, the PHG program, the Proposition 65 program, or in some cases specifically for the Air Toxics Hot Spots program. All the Cal/EPA values are submitted for public comments and external peer review prior to adoption by the program of origin. In the future, new values developed by the Toxic Air

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Contaminants or Hot Spots programs or other suitable sources will be added as these are approved.

Some U.S. EPA IRIS cancer unit risk values were adopted under the previous versions of these guidelines, and these values will continue to be used unless and until revised by Cal/EPA. U.S. EPA has recently revised its cancer risk assessment guidelines (U.S. EPA, 2005a). Some of the recommended changes in methodology could result in slightly different potency values compared to those calculated by the previous methodology, although in practice a number of the recommendations (for example, the use of ¾ power of the body weight ratio rather than ⅔ power for interspecies scaling) have been available in draft versions of the revised policy for some time and appear in many more recent assessments. U.S. EPA has stated that cancer potency values listed in IRIS will not be revisited solely for the purpose of incorporating changes in cancer potency value calculation methods contained in the revised cancer risk assessment guidelines. U.S. EPA has also issued supplementary guidelines on assessing cancer risk from early-life exposure (U.S. EPA, 2005b).

OEHHA uses a toxic equivalency factor procedure for dioxin-like compounds, including polychlorinated dibenzo-*p*-dioxins, dibenzofurans and polychlorinated biphenyls (PCBs). The Toxicity Equivalency Factor scheme (TEF_{WHO-97}) developed by the World Health Organization/European Center for Environmental Health (WHO-ECEH) is used for determining cancer unit risk and potency values for these chemicals where individual congener emissions are available (Appendix C).

This document is one part of the Air Toxics Hot Spots Program Risk Assessment Guidelines. The other documents originally included in the Guidelines are Part I: Technical Support Document for the Determination of Acute Toxicity Reference Exposure Levels for Airborne Toxicants; Part III: Technical Support Document for Determination of Noncancer Chronic Reference Exposure Levels; Part IV: Technical Support Document for Exposure Assessment and Stochastic Analysis; Part V: Air Toxic Hot Spots Program Risk Assessment Guidelines. As a part of the same revision process which led to production of this revised TSD on cancer potencies, the original TSDs for Acute and Chronic Reference Exposure Levels have been replaced with a new unified TSD for Acute, 8-hour and Chronic Reference Exposure Levels.

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APPENDICES

Appendix A. A lookup table containing unit risk and cancer potency values.

Appendix B. Chemical-specific summaries of the information used to derive unit risk and cancer potency values.

Appendix C. A description of the use of toxicity equivalency factors for determining unit risk and cancer potency factors for polychlorinated dibenzo-*p*-dioxins, dibenzofurans and dioxin-like polychlorinated biphenyls.

Appendix D. A listing of Toxic Air Contaminants identified by the California Air Resources Board.

Appendix E. Descriptions of the International Agency for Research on Cancer (IARC) and U.S. Environmental Protection Agency (U.S. EPA) carcinogen classifications.

Appendix F. An asbestos quantity conversion factor for calculating asbestos concentrations expressed as 100 fibers/m^3 from asbestos concentrations expressed as $\mu g/m^3$.

Appendix G. Procedures for revisiting or delisting cancer potency factors by the program of origin.

Appendix H. Exposure routes and studies used to derive cancer unit risks and slope factors.

Appendix I. "Assessing susceptibility from early-life exposure to carcinogens": Barton *et al.*, 2005 (from *Environmental Health Perspectives)*.

Appendix J. "In Utero and Early Life Susceptibility to Carcinogens: The Derivation of Age-at-Exposure Sensitivity Measures" – conducted by OEHHA's Reproductive and Cancer Hazard Assessment Branch.

Appendix K. Additions and corrections from prior document versions.

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INTRODUCTION

The Technical Support Document (TSD) for Describing Available Cancer Potency Factors provides technical information support for the Air Toxics Hot Spots Program Risk Assessment Guidelines. The TSD consists of 12 sections:

1. The TSD introduction.
2. A description of the methodologies used to derive the unit risk and cancer potency values listed in the lookup table.
3. A lookup table containing unit risk and cancer potency values. (Appendix A)
4. Chemical-specific summaries of the information used to derive unit risk and cancer potency values. (Appendix B).
5. A description of the use of toxicity equivalency factors for determining unit risk and cancer potency factors for polychlorinated dibenzo-*p*-dioxins, dibenzofurans and dioxin-like polychlorinated biphenyls (Appendix C).
6. A listing of Toxic Air Contaminants identified by the California Air Resources Board (Appendix D).
7. Descriptions of the International Agency for Research on Cancer (IARC) and U.S. Environmental Protection Agency (U.S. EPA) carcinogen classifications (Appendix E).
8. An asbestos quantity conversion factor for calculating asbestos concentrations expressed as 100 fibers/m^3 from asbestos concentrations expressed as $\mu g/m^3$ (Appendix F).
9. Procedures for revisiting or delisting cancer potency factors by the program of origin (Appendix G).
10. Exposure routes and studies used to derive cancer unit risks and slope factors (Appendix H).
11. "Assessing susceptibility from early-life exposure to carcinogens": Barton *et al.*, 2005 (from *Environmental Health Perspectives)* (Appendix I).
12. "In Utero and Early Life Susceptibility to Carcinogens: The Derivation of Age-at-Exposure Sensitivity Measures" – conducted by OEHHA's Reproductive and Cancer Hazard Assessment Branch (Appendix J)

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SELECTION OF CANCER POTENCY VALUES

The Office of Environmental Health Hazard Assessment (OEHHA) has developed a number of cancer potencies for use in the Toxic Air Contaminants and Air Toxics Hot Spots programs. This document also provides summaries of cancer potency factors which were originally developed for other California Environmental Protection Agency (Cal/EPA) programs, or by the U.S. EPA. These were reviewed for accuracy, reliance on up-to-date data and methodology, and applicability in the context of the Air Toxics Hot Spots program. Values found appropriate were adopted after public and peer review rather than devoting the resources necessary for a full *de novo* assessment. Thus, cancer potency values (CPF) included in the Technical Support Document (TSD) for Cancer Potency Factors were from the following sources:

1. Toxic Air Contaminant documents
2. Standard Proposition 65 documents
3. U.S.EPA Integrated Risk Information Systems (Office of Health and Environmental Assessment, U.S.EPA)
4. Expedited Proposition 65 documents
5. Other OEHHA assessments , for example for the drinking water program.

All the cancer potency value sources used generally follow the recommendations of the National Research Council on cancer risk assessment (NRC, 1983, 1994). All Cal/EPA program documents undergo a process of public comment and scientific peer review prior to adoption, although the procedures used vary according to the program. The publication procedure for Toxic Air Contaminant documents includes a public comment period and review by the Scientific Review Panel on Toxic Air Contaminants (SRP) before identification of a Toxic Air Contaminant by the Air Resources Board of the California Environmental Protection Agency (Cal/EPA). Furthermore, a petition procedure is available to initiate TAC document review and revision if appropriate because of new toxicity data. Documents developed for the Air Toxics Hot Spots program similarly undergo public comment and peer review by the SRP before adoption by the Director of OEHHA. The standard Proposition 65 document adoption procedure includes a public comment and external peer review by the Proposition 65 Carcinogen Identification Committee. The expedited Proposition 65 document adoption procedure included a public comment period. Risk assessments prepared for development of Public Health Goals (PHGs) for chemicals in drinking water are subject to two public comment periods before the final versions and responses to comments are published on the OEHHA Web site. PHG documents may also receive external peer review. Documents from U.S. EPA's Integrated Risk Information System (IRIS) receive external peer review and are posted on the Internet for public viewing during the external peer review period, and any public comments submitted are considered by the originating office. Additionally, public comment may be solicited during the document posting period. Future preference for use of developed cancer potency factors/unit risks will be done on a case by case basis. Preference will be given to those assessments most relevant to inhalation exposures of the California population, to the most recent derivations using the latest data sets and scientific methodology, and to those having undergone the most open and extensive peer review process.

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CANCER RISK ASSESSMENT METHODOLOGIES

This section describes in general the methodologies used to derive the cancer unit risk and potency factors listed in this document. As noted in the Preface to this document, no new cancer unit risks or potency factors were developed for this document. All of the values contained here were previously developed in documents by Cal/EPA or U.S. EPA. Following the recommendations of the National Academy of Sciences (NRC, 1983), Cal/EPA and U.S. EPA have both used formalized cancer risk assessment guidelines, the original versions of which (California Department of Health Services, 1985; U.S. EPA, 1986) were published some time ago. Both these guidelines followed similar methodologies.

In the twenty years since these original guidelines were published there have been a number of advances in the methodology of cancer risk assessment. There have additionally been considerable advances in the quantity of data available not only from animal carcinogenesis bioassays and epidemiological studies, but also from mechanistic studies of carcinogenesis and related phenomena. Some of these advances have been incorporated into newer risk assessments by both agencies on a more or less *ad hoc* basis. There has also been an ongoing effort to provide updated risk assessment guidance documents. In 1995, U.S. EPA released for public comment the "Proposed and Interim Guidelines for Carcinogen Risk Assessment", which was the first of several drafts released for public comment. Many risk assessments appearing since then have used elements of the recommendations contained in that document, in spite of its draft status. A final version of the U.S. EPA's revised cancer risk assessment guidelines has now been released (U.S. EPA, 2005a). Although these new guidelines incorporate a number of substantial changes from their predecessors (U.S. EPA, 1986; 1995), U.S. EPA has stated that cancer potency values listed in IRIS will not be revisited solely for the purpose of incorporating changes in cancer potency value calculation methods.

Cal/EPA has not produced a revised cancer risk assessment guideline document to replace the original version (DHS, 1985). Rather, Cal/EPA has relied on incorporating new data and methodologies as these became available, and described the methods used on a case by case basis in the individual risk assessment documents where these went beyond the original guidance. However, this revision of the TSD for cancer potencies provides a convenient opportunity to summarize the current status of the methodology used by OEHHA for the air toxics programs, and also to highlight points of similarity to, and difference from, the recommendations of U.S. EPA (2005a).

In this document, OEHHA intends to follow the recommendations of the NRC (1994) in describing a set of clear and consistent principles for choosing and departing from default cancer risk assessment options. NRC identified a number of objectives that should be taken into account when considering principles for choosing and departing from default options. These include, "protecting the public health, ensuring scientific validity, minimizing serious errors in estimating risks, maximizing incentives for research, creating an orderly and predictable process, and fostering openness and trustworthiness". The OEHHA cancer risk methodologies discussed in this document are intended to generally meet those objectives cited above.

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Hazard Identification

This section will describe: 1) how weight of evidence evaluations are used in hazard evaluation; 2) guidelines for inferring causality of effect; 3) the use of human and animal carcinogenicity data, as well as supporting evidence (e.g. genetic toxicity and mechanistic data); 4) examples of carcinogen identification schemes.

Evaluation of Weight of Evidence

In evaluating the range of evidence on the toxicity and carcinogenicity of a compound, mixture or other agent, a "weight-of-evidence" approach is generally used to describe the body of evidence on whether or not exposure to the agent causes a particular effect. Under this approach, the number and quality of toxicological and epidemiological studies, as well as the consistency of study results and other sources of data on biological plausibility, are considered. Diverse and sometimes conflicting data need to be evaluated with respect to possible explanations of differing results. Consideration of methodological issues in the review of the toxicological and epidemiological literature is important in evaluating associations between exposure to an agent and animal or human health effects. This aspect of the evaluation process has received particular emphasis with respect to epidemiological data, where concerns as to the statistical and biological significance and reliability of the data and the impacts of confounding and misclassification are pressing. Such concerns are also relevant to some extent in the interpretation of animal bioassay data and mechanistic studies. Although the test animals, laboratory environment and characterization of the test agent are usually much better controlled than the equivalent parameters in an epidemiological study, the small sample size can be problematic. In addition, there are uncertainties associated with extrapolation of biological responses from test animal species to humans.

Criteria for Causality

There has been extensive discussion over the last two centuries on causal inference. This has been particularly with regard to epidemiological data, but is also relevant to interpretation of animal studies. Most epidemiologists utilize causal inference guidelines based on those proposed by Bradford Hill (1971). OEHHA has relied on these and on recommendations by IARC (2006), the Institute of Medicine (2004), the Surgeon General's Reports on Smoking (U.S. DHHS, 2004) and standard epidemiologic texts (*e.g.* Lilienfeld and Lilienfeld, 1980; Rothman and Greenland, 1998). The criteria for determination of causality used by OEHHA have been laid out in various risk assessment documents. The summary below is adapted from the Health Effects section of the document prepared to support the identification of environmental tobacco smoke (ETS) as a Toxic Air Contaminant (OEHHA, 2005b).

1. *Strength of Association.* A statistically significant strong association, which is easier to detect if there is a high relative risk, between a factor and a disease is often viewed as an important criterion for inferring causality because, all other things being equal, a strong and statistically significant association makes alternative explanations for the disease less likely. However, as discussed in Rothman and Greenland (1998), the fact that a relative risk is small in magnitude does not exclude a casual association between the risk factor

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and the outcome in question. Since it is more difficult to detect (i.e., reach statistical significance) a small magnitude risk, ~~they are~~it is just as likely to ~~be causal~~indicate causality as a larger magnitude risk~~s~~.

When assessing all evidence, it is important to consider the strength of the study design (particularly controlling for confounding variables, obtaining an unbiased sample, measurement error) and the level of statistical significance (i.e., the ability to exclude a Type I [false positive] error). The power of the study to detect biologically meaningful effects (i.e., the risk of a Type II [false negative] error) is important in considering studies that do not reach traditional (i.e., P<.05) statistical significance, particularly if the biological endpoint is serious. If the outcome is serious and the study small (i.e., low power), a larger P value (e.g., P<.10) may be adequate evidence for identifying an effect.

There are a number of examples of statistically significant, small magnitude associations that are widely accepted as causal, such as causal links between air pollution and cardiovascular/pulmonary mortality and between second-hand smoke exposure and various cancers and heart disease. From a public health perspective, even a small magnitude increase in risk for a common disease can mean large numbers of people affected by the health outcome when exposure is frequent and widespread, as measured by the population attributable risk or attributable fraction. Small magnitude of association must not be confused with statistical significance, which is much more important.

2. *Consistency of Association.* If several investigations find an association between a factor and a disease across a range of populations, geographic locations, times, and under different circumstances, then the factor is more likely to be causal. Consistency argues against hypotheses that the association is caused by some other factor(s) that varies across studies. Unmeasured confounding is an unlikely explanation when the effect is observed consistently across a number of studies in different populations.

   Associations that are replicated in several studies of the same design or using different epidemiological approaches or considering different sources of exposure and in a number of geographical regions are more likely to represent a causal relationship than isolated observations from single studies (IARC, 2006). If there are inconsistent results among investigations, possible reasons are sought, such as adequacy of sample size or control group, methods used to assess exposure, or range in levels of exposure. The results of studies judged to be rigorous are emphasized over those of studies judged to be methodologically less rigorous. For example, studies with the best exposure assessment are more informative for assessing the association between ETS and breast cancer than studies with limited exposure assessment, all else being equal.

3. *Temporality.* Temporality means that the factor associated with causing the disease occurs in time prior to development of the disease. The adverse health effect should occur at a time following exposure that is consistent with the nature of the effect. For example, respiratory irritation immediately following exposure to an irritant vapor is temporally consistent, whereas ~~effects~~ irritation noted only years later may not be. On the other hand, tumors, noted immediately following exposure, might be temporally

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inconsistent with a causal relationship, but tumors arising after a latency period of months (in rodents) or years (in rodents or humans) would be temporally consistent.

4. *Coherence and Biological Plausibility.* A causal interpretation cannot conflict with what is known about the biology of the disease. The availability of experimental data or mechanistic theories consistent with epidemiological observations strengthens conclusions of causation. For example, the presence of known carcinogens in tobacco smoke supports the concept that exposure to tobacco smoke could cause increased cancer risk. Similarly, if the mechanism of action for a toxicant is consistent with development of a specific disease, then coherence and biological plausibility can be invoked. It should be noted that our understanding of the biology of disease, and therefore biological plausibility, changes in light of new information which is constantly emerging from molecular biology (including epigenetics), and from new clinical and epidemiological investigations revealing effects influenced by genetic polymorphisms, pre-existing disease, and so forth.

5. *Dose-Response.* A basic tenet of toxicology is that increasing exposure or dose generally increases the response to the toxicant. While dose-response curves vary in shape and are not necessarily always monotonic, an increased gradient of response with increased exposure makes it difficult to argue that the factor is not associated with the disease. To argue otherwise necessitates that an unknown factor varies consistently with the dose of the substance and the response under question. While increased risk with increasing levels of exposure is considered to be a strong indication of causality, absence of a graded response does not exclude a causal relationship (IARC, 2006).

   The dose-response curves for specific toxic effects may be non-monotonic. Under appropriate circumstances, where the dose response shows saturation, the effect of exposures could be nearly maximal, with any additional exposure having little or no effect. In some instances, a response is seen strongly in susceptible subpopulations, and the dose-response is masked by mixing susceptible and non-susceptible individuals in a sample. Further, there are examples of U-shaped or inverted U-shaped dose-response curves, (e.g., for endocrine disrupters) (Almstrup et al., 2002; Lehmann et al., 2004). Finally, timing of exposure during development may mask an overall increase in risk with increasing dose.

6. *Specificity.* Specificity is generally interpreted to mean that a single cause is associated with a single effect. It may be useful for determining which microorganism is responsible for a particular disease, or associating a single carcinogenic chemical with a rare and characteristic tumor (e.g., liver angiosarcoma and vinyl chloride, or mesothelioma and asbestos). However, the concept of specificity is not helpful when studying diseases that are multifactorial, or toxic substances that contain a number of individual constituents, each of which may have several effects and/or target sites.

7. *Experimental evidence.* While experiments are often conducted over a short period of time or under artificial conditions (compared to real-life exposures), experiments offer the opportunity to collect data under highly controlled conditions that allow strong causal conclusions to be drawn. Experimental data that are consistent with epidemiological

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results strongly support conclusions of causality. There are also "natural experiments" that can be studied with epidemiological methods, such as when exposure of a human population to a substance declines or ceases; if the effect attributed to that exposure decreases, then there is evidence of causality. One example of this is the drop in heart disease death and lung cancer risk after smoking cessation.

It should be noted that the causal criteria are guidelines for judging whether a causal association exists between a factor and a disease, rather than hard-and-fast rules. Lilienfeld and Lilienfeld (1980) note that "*In medicine and public health, it would appear reasonable to adopt a pragmatic concept of causality. A causal relationship would be recognized to exist whenever evidence indicates that the factors form part of the complex of circumstances that increases the probability of the occurrence of disease and that a diminution of one or more of these factors decreases the frequency of that disease. After all, the reason for determining the etiological factors of a disease is to apply this knowledge to prevent the disease.*" Rothman and Greenland (2005) discuss the complexities of causation and the use of rules and deductive methods in causal inference. They also concur with Bradford Hill and others that a determination of causality is a pragmatic conclusion rather than an absolute verdict, and advocate that these criteria should be seen as "*deductive tests of causal hypotheses*".

Data sources

Human studies: epidemiology, ecological studies and case reports

The aim of a risk assessment for the California Air Toxics programs is to determine potential impact on human health. Ideally therefore, the hazard identification would rely on studies in humans to demonstrate the nature and extent of the hazard. However, apart from clinical trials of drugs, experimental studies of toxic effects in human subjects are rarely undertaken or justifiable. Pharmacokinetic studies using doses below the threshold for any toxic effect have been undertaken for various environmental and occupational agents, but are not usually regarded as appropriate for suspected carcinogens.

The human data on carcinogens available to the risk assessor therefore mostly consist of epidemiological studies of existing occupational or environmental exposures. It is easier to draw reliable inferences in situations where both the exposures and the population are substantial and well-defined, and accessible to direct measurement rather than recall. Thus, many important findings of carcinogenicity to humans are based on analysis of occupational exposures. Problems in interpretation of occupational epidemiological data include simultaneous exposure to several different known or suspected carcinogens, imprecise quantification of exposures and confounding exposures such as active or passive tobacco smoking. The historical database of occupational data has a bias towards healthy white adult males. Thus, the hazard analysis of these studies may not accurately characterize effects on women, infants, children or the elderly, or on members of minority ethnic groups. Nevertheless, the analysis of occupational epidemiological studies, including meta-analyses, has proved an important source for unequivocal identification of human carcinogens.

Epidemiological evidence may also be obtained where a substantial segment of a general population is exposed to the material of interest in air, drinking water or food sources. Rigorous

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cohort and case-control studies may sometimes be possible, in which exposed individuals are identified, their exposure and morbidity or mortality evaluated, and compared to less exposed but otherwise similar controls. More often at least the initial investigation is a cross-sectional study, where prevalence of exposures and outcomes is compared in relatively unexposed and exposed populations. Such studies are hypothesis-generating, but are important sources of information nevertheless, and can often also justify more costly and labor-intensive follow-up cohort and/or case-control studies.

The clinical medical literature contains many case reports where a particular health outcome is reported along with unusual exposures that might have contributed to its occurrence. These reports typically describe a single patient or a small group, and have no statistical significance. They are nevertheless useful as indications of possible associations that deserve follow-up using epidemiological methods, and as supporting evidence, addressing the plausibility of associations measured in larger studies.

Animal studies

Although the observation of human disease in an exposed population can provide definitive hazard identification, adequate data of this type are not always available. More often, risk estimates have to be based on studies in experimental animals, and extrapolation of these results to predict human toxicity. The animals used are mostly rodents, typically the common laboratory strains of rat and mouse.

Rats and mice have many similarities to humans. Physiology and biochemistry are similar for all mammals, especially at the fundamental levels of xenobiotic metabolism, DNA replication and DNA repair that are of concern in identifying carcinogens. However, there are also several important differences between rodents and humans. Rodents, with a short life span, have differences in cell growth regulation compared to longer-lived species such as the human. For instance, whereas laboratory investigations have suggested that mutations in two regulatory genes (*e.g.* H-ras and p-53) are sometimes sufficient to convert a rodent cell to a tumorigenic state, many human cancers observed clinically have seven or eight such mutations. In addition, cultured normal human cells have a very stable karyotype, whereas cultured rodent cells facilely undergo tetraploidization and then aneuploidization in cell culture. Further, cultured human cells senesce and rarely undergo spontaneous immortalization (frequency is 10^{-7} or less), whereas cultured rodent cells facilely undergo immortalization at frequencies on the order of 10^{-3}. The use of genomics to study chemical carcinogenesis is relatively new, but the differences at present appear to be a matter of degree rather than kind.

Differences in regulation of cell division are another likely reason for variation between species in the site of action of a carcinogen, or its potency at a particular site. A finding of carcinogenesis in the mouse liver, for instance, is a reasonably good indicator of potential for carcinogenesis at some site in the human, but not usually in human liver (Huff, 1999). The mouse liver (and to a lesser extent that of the rat) is a common site of spontaneous tumors. It is also relatively sensitive to chemical carcinogenesis. The human liver is apparently more resistant to carcinogenesis; human liver tumors are unusual except when associated with additional predisposing disease, such as hepatitis B or alcoholic cirrhosis, or exposure to aflatoxin B1, or simultaneous exposure to hepatitis B virus and aflatoxin B1. Conversely, other

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tumor sites are more sensitive in the human than in experimental animals. Interspecies variation in site and sensitivity to carcinogenesis may also arise from differences in pharmacokinetics and metabolism, especially for carcinogens where metabolic activation or detoxification is important. This variability may cause important differences in sensitivity between individuals in a diverse population such as humans. Variability between individuals in both susceptibility and pharmacokinetics or metabolism is probably less in experimental animal strains that are bred for genetic homogeneity.

Animal carcinogenesis studies are often designed to maximize the chances of detecting a positive effect, and do not necessarily mimic realistic human exposure scenarios. Thus extrapolation from an experimentally accessible route to that of interest for a risk assessment may be necessary. Even for studies by realistic routes such as oral or inhalation, doses may be large compared to those commonly encountered in the environment, in order to counter the limitation in statistical power caused by the relatively small size of an animal experiment. Whereas the exposed population of an epidemiological study might number in the thousands, a typical animal study might have fifty individuals per exposure group. With this group size any phenomenon with an incidence of less than about 5% is likely to be undetectable. Statistically significant results may be obtained even with groups as small as ten animals per dose group, when incidence of a tumor that is rare in the controls approached 100% in a treated group. The consensus experimental design for animal carcinogenesis studies, which has evolved over the last 50 years of investigation, is represented by the protocol used by the U.S. National Toxicology Program (NTP) for studies using oral routes (diet, gavage or drinking water) or inhalation. These carcinogenesis bioassays usually involve both sexes of an experimental species, and most often two species. NTP has standardized the use of the C57BlxC3H F_1 hybrid mouse, and the Fischer 344 rat as the standard test species, although NTP has announced plans to substitute use of the Wistar Han rat for the Fisher 344 rat. There is now an extensive database of background tumor incidences, normal physiology, biochemistry, histology and anatomy for these strains, which aids in the interpretation of pathological changes observed in experiments. Nevertheless, there is enough variation in background rates of common tumors that the use of concurrent controls is essential for hazard identification or dose-response assessment. "Historical control" data are mainly used to reveal anomalous outcomes in the concurrent controls. The fact that a significantly elevated incidence of a tumor relative to the concurrent control group is within the range of historical controls at that site for the test sex and strain is not necessarily grounds for dismissing the biological significance of the finding.

Groups of fifty animals of each sex and species are used, with control groups, and several dose groups, the highest receiving the maximum tolerated dose (MTD). Recent study designs have emphasized the desirability of at least three dose levels covering a decade with "logarithmic" spacing (*i.e.* MTD, 1/2 MTD or 1/3 MTD, and 1/10 MTD). This extended design is aimed at providing better dose-response information, and may contribute important additional information, such as mechanistic insights, for the hazard identification phase.

Supporting evidence: genetic toxicity, mechanistic studies

Investigators have developed additional data sources that can support or modify the conclusions of animal carcinogenesis bioassays, and provide information on mechanisms of action of agents suspected of being carcinogenic based on epidemiological studies or animal bioassays.

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Genetic damage in exposed organisms includes both gene mutations (point or frameshift), and larger scale effects such as deletions, gene amplification, sister-chromatid exchanges, translocations and loss or duplication of segments or whole chromosomes. These genetic effects of chemical exposures are deleterious in their own right. In addition, since carcinogenesis results from somatic mutations and similar genetic alterations, agents that cause genetic damage generally have carcinogenic potential. Conversely, many known carcinogens are also known to be genotoxic, although there is also a significant class of carcinogens that are not directly genotoxic according to the usual tests. These latter agents presumably work by some other mechanism, such as methylation of tumor suppressor genes or demethylation of cellular proto-oncogenes, although recent genetic studies have shown that even tumors induced by these agents may show mutations, deletions or amplification of growth regulatory genes.

Experimental procedures to demonstrate and measure genetic toxicity may involve exposure of intact animals, and examination of genetic changes in, for example, bone marrow cells (or cells descended from these e.g. the micronucleus test, which detects remnants of chromosomal fragments in immature erythrocytes), mutations in flies (*Drosophila)*, or appearance of color spots in the coat of mice. However, many tests have employed single celled organisms or mammalian cells in culture. The best known of these tests is the *Salmonella* reverse mutation assay, popularly known as the Ames test after its inventor. This is representative of a larger class of tests for mutagenic activity in prokaryotic organisms (bacteria), which necessarily only look at gene-level mutations. Similar tests in eukaryotic microorganisms (yeasts, *Aspergillus*) and cultured mammalian cells also detect chromosomal effects. Many tests using microorganisms *in vitro* involve addition of activating enzymes (*e.g.* liver postmitochondrial supernatant – "S9") to mimic the metabolism of promutagenic chemicals *in vivo*. Another type of test examines the induction in mammalian cells of morphological transformation or anchorage-independent growth. These two chemically induced, *in vitro* changes are considered two of the many changes that fibroblastic cells must undergo on their route to neoplastic transformation (tumorigenicity). These various genetic tests contribute different information, which may be used to amplify and confirm conclusions drawn from human studies or animal bioassays, or to draw conclusions in the absence of epidemiological or bioassay data. In the latter case they have also been used in prioritizing agents for further evaluation by means of bioassays.

Carcinogen Identification schemes

Some regulatory programs, such as California's Safe Drinking Water and Toxics Enforcement Act ("Proposition 65") and various activities of the U.S. EPA, require that explicit lists of substances having the potential to act as human carcinogens be maintained. Other such lists are developed by non-regulatory research organizations, such as the U.S. National Toxicology Program and the International Agency for Research on Cancer (IARC), an international program of the World Health Organization. The California air toxics programs do not have any statutory requirement to "identify" carcinogens. The requirement instead is to identify hazardous substances as Toxic Air Contaminants, and to determine whether or not a threshold concentration, below which no adverse effects are expected, is likely to exist:

HEALTH AND SAFETY CODE, Division 26 (Air Resources), § 39660.

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(2) The evaluation shall also contain an estimate of the levels of exposure that may cause or contribute to adverse health effects. If it can be established that a threshold of adverse health effects exists, the estimate shall include both of the following factors:

(A) The exposure level below which no adverse health effects are anticipated.

(B) An ample margin of safety that accounts for the variable effects that heterogeneous human populations exposed to the substance under evaluation may experience, the uncertainties associated with the applicability of the data to human beings, and the completeness and quality of the information available on potential human exposure to the substance. In cases in which there is no threshold of significant adverse health effects, the office shall determine the range of risk to humans resulting from current or anticipated exposure to the substance.

In practice however this requirement amounts to the need to establish whether or not a substance is carcinogenic. Any such effects are clearly harmful. Whereas the great majority of non-cancer health effects of chemicals are regarded as having a threshold, the default assumption for carcinogens is that there is no threshold (as described below). OEHHA follows the guidelines laid out by IARC for identification and classification of potential human carcinogens, which are described in detail in the most recent revision of the *Preamble* to the IARC monographs series (IARC, 2006). The IARC Monograph series provides evaluations of the carcinogenicity of individual substances or commonly occurring mixtures. The evaluation guidelines used are similar to those used by other scientific or regulatory authorities, including U.S.EPA.

The data inputs to hazard identification for carcinogens are human epidemiological studies, animal bioassays, along with supporting evidence such as mechanistic and genotoxicity data and structure-activity comparisons. IARC also assembles data on the structure and identity of the agent. The list of agents considered includes specific chemicals and also complex mixtures, occupational and lifestyle factors, physical and biological agents, and other potentially carcinogenic exposures.

IARC evaluations determine the quality of evidence for both animal and human evidence as falling into one of four categories: sufficient evidence of carcinogenicity, limited evidence of carcinogenicity, inadequate evidence of carcinogenicity and evidence suggesting lack of carcinogenicity. Stringent requirements for data quality are imposed. In view of their crucial importance, these definitions are quoted directly from the *Preamble* (IARC 2006):

"(a) Carcinogenicity in humans

Sufficient evidence of carcinogenicity: The Working Group considers that a causal relationship has been established between exposure to the agent and human cancer. That is, a positive relationship has been observed between the exposure and cancer in studies in which chance, bias and confounding could be ruled out with reasonable confidence. A statement that there is *sufficient evidence* is followed by a separate sentence that identifies the target organ(s) or tissue(s) where an increased risk of cancer was observed in humans. Identification of a specific target organ or tissue does not preclude the possibility that the agent may cause cancer at other sites.

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***Limited evidence of carcinogenicity*:** A positive association has been observed between exposure to the agent and cancer for which a causal interpretation is considered by the Working Group to be credible, but chance, bias or confounding could not be ruled out with reasonable confidence.

Inadequate evidence of carcinogenicity: The available studies are of insufficient quality, consistency or statistical power to permit a conclusion regarding the presence or absence of a causal association between exposure and cancer, or no data on cancer in humans are available.

Evidence suggesting lack of carcinogenicity: There are several adequate studies covering the full range of levels of exposure that humans are known to encounter, which are mutually consistent in not showing a positive association between exposure to the agent and any studied cancer at any observed level of exposure. The results from these studies alone or combined should have narrow confidence intervals with an upper limit close to the null value (e.g. a relative risk of 1.0). Bias and confounding should be ruled out with reasonable confidence, and the studies should have an adequate length of follow-up. A conclusion of *evidence suggesting lack of carcinogenicity* is inevitably limited to the cancer sites, conditions and levels of exposure, and length of observation covered by the available studies. In addition, the possibility of a very small risk at the levels of exposure studied can never be excluded.

(b) Carcinogenicity in experimental animals

Carcinogenicity in experimental animals can be evaluated using conventional bioassays, bioassays that employ genetically modified animals, and other in-vivo bioassays that focus on one or more of the critical stages of carcinogenesis. In the absence of data from conventional long-term bioassays or from assays with neoplasia as the end-point, consistently positive results in several models that address several stages in the multistage process of carcinogenesis should be considered in evaluating the degree of evidence of carcinogenicity in experimental animals.

The evidence relevant to carcinogenicity in experimental animals is classified into one of the following categories:

***Sufficient evidence of carcinogenicity*:** The Working Group considers that a causal relationship has been established between the agent and an increased incidence of malignant neoplasms or of an appropriate combination of benign and malignant neoplasms in (a) two or more species of animals or (b) two or more independent studies in one species carried out at different times or in different laboratories or under different protocols. An increased incidence of tumours in both sexes of a single species in a well-conducted study, ideally conducted under Good Laboratory Practices, can also provide *sufficient evidence*.

A single study in one species and sex might be considered to provide *sufficient evidence of carcinogenicity* when malignant neoplasms occur to an unusual degree with regard to incidence, site, type of tumour or age at onset, or when there are strong findings of tumours at multiple sites.

***Limited evidence of carcinogenicity*:** The data suggest a carcinogenic effect but are limited for making a definitive evaluation because, e.g. (a) the evidence of carcinogenicity is

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restricted to a single experiment; (b) there are unresolved questions regarding the adequacy of the design, conduct or interpretation of the studies; (c) the agent increases the incidence only of benign neoplasms or lesions of uncertain neoplastic potential; or (d) the evidence of carcinogenicity is restricted to studies that demonstrate only promoting activity in a narrow range of tissues or organs.

***Inadequate evidence of carcinogenicity*:** The studies cannot be interpreted as showing either the presence or absence of a carcinogenic effect because of major qualitative or quantitative limitations, or no data on cancer in experimental animals are available.

***Evidence suggesting lack of carcinogenicity*:** Adequate studies involving at least two species are available which show that, within the limits of the tests used, the agent is not carcinogenic. A conclusion of *evidence suggesting lack of carcinogenicity* is inevitably limited to the species, tumour sites, age at exposure, and conditions and levels of exposure studied."

IARC utilizes the evaluations of animal and human data, along with supporting evidence including genotoxicity, structure-activity relationships, and identified mechanisms, to reach an overall evaluation of the potential for carcinogenicity in humans. The revised *Preamble* (IARC, 2006) includes a description of the data evaluation criteria for this supporting evidence, and indications as to the situations where the availability of supporting evidence may be used to modify the overall conclusion from that which would be reached on the basis of bioassay and/or epidemiological evidence alone. The overall evaluation is expressed as a numerical grouping, the categories of which are described below, as before by directly quoting IARC (2006):

"Group 1: The agent is *carcinogenic to humans*.

This category is used when there is *sufficient evidence of carcinogenicity* in humans. Exceptionally, an agent may be placed in this category when evidence of carcinogenicity in humans is less than *sufficient* but there is *sufficient evidence of carcinogenicity* in experimental animals and strong evidence in exposed humans that the agent acts through a relevant mechanism of carcinogenicity.

Group 2.

This category includes agents for which, at one extreme, the degree of evidence of carcinogenicity in humans is almost *sufficient*, as well as those for which, at the other extreme, there are no human data but for which there is evidence of carcinogenicity in experimental animals. Agents are assigned to either Group 2A (*probably carcinogenic to humans*) or Group 2B (*possibly carcinogenic to humans*) on the basis of epidemiological and experimental evidence of carcinogenicity and mechanistic and other relevant data. The terms *probably carcinogenic* and *possibly carcinogenic* have no quantitative significance and are used simply as descriptors of different levels of evidence of human carcinogenicity, with *probably carcinogenic* signifying a higher level of evidence than *possibly carcinogenic*.

Group 2A: The agent is *probably carcinogenic to humans*.

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This category is used when there is *limited evidence of carcinogenicity* in humans and *sufficient evidence of carcinogenicity* in experimental animals. In some cases, an agent may be classified in this category when there is *inadequate evidence of carcinogenicity* in humans and *sufficient evidence of carcinogenicity* in experimental animals and strong evidence that the carcinogenesis is mediated by a mechanism that also operates in humans. Exceptionally, an agent may be classified in this category solely on the basis of *limited evidence of carcinogenicity* in humans. An agent may be assigned to this category if it clearly belongs, based on mechanistic considerations, to a class of agents for which one or more members have been classified in Group 1 or Group 2A.

Group 2B: The agent is *possibly carcinogenic to humans.*

This category is used for agents for which there is *limited evidence of carcinogenicity* in humans and less than *sufficient evidence of carcinogenicity* in experimental animals. It may also be used when there is *inadequate evidence of carcinogenicity* in humans but there is *sufficient evidence of carcinogenicity* in experimental animals. In some instances, an agent for which there is *inadequate evidence of carcinogenicity* in humans and less than *sufficient evidence of carcinogenicity* in experimental animals together with supporting evidence from mechanistic and other relevant data may be placed in this group. An agent may be classified in this category solely on the basis of strong evidence from mechanistic and other relevant data.

Group 3: The agent is *not classifiable as to its carcinogenicity to humans.*

This category is used most commonly for agents for which the evidence of carcinogenicity is *inadequate* in humans and *inadequate* or *limited* in experimental animals.

Exceptionally, agents for which the evidence of carcinogenicity is *inadequate* in humans but *sufficient* in experimental animals may be placed in this category when there is strong evidence that the mechanism of carcinogenicity in experimental animals does not operate in humans.

Agents that do not fall into any other group are also placed in this category.

An evaluation in Group 3 is not a determination of non-carcinogenicity or overall safety. It often means that further research is needed, especially when exposures are widespread or the cancer data are consistent with differing interpretations.

Group 4: The agent is *probably not carcinogenic to humans.*

This category is used for agents for which there is *evidence suggesting lack of carcinogenicity* in humans and in experimental animals. In some instances, agents for which there is *inadequate evidence of carcinogenicity* in humans but *evidence suggesting lack of carcinogenicity* in experimental animals, consistently and strongly supported by a broad range of mechanistic and other relevant data, may be classified in this group."

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The IARC hazard evaluation system provides a detailed and generally accepted scheme to classify the strength of evidence as to the possible human carcinogenicity of chemicals and other agents. This includes careful consideration of mechanistic data and other supporting evidence, the evaluation of which is also important to inform selection of models or defaults used in dose response assessment, as is described below. The extended consideration of supporting evidence is in fact the primary difference between more recent versions of the guidance from IARC, and also by other organizations including U.S. EPA, and the original versions of that guidance. In fact, the basic criteria for hazard identification based on bioassay and epidemiological data have not changed substantially in other respects from earlier guidance documents, including that originally published by California (DHS, 1985). Although as noted earlier the California Air Toxics programs do not categorize identified carcinogens, it has generally been the practice to regard any agent with an IARC overall classification in Group 1 or Group 2 as a known or potential human carcinogen. This implies the selection of various policy-based default options, including absence of a threshold in the dose-response curve, unless specific data are available to indicate otherwise. The same basic identification criteria are used by OEHHA scientific staff to determine the appropriate treatment of agents not evaluated by IARC, or for which newer data or revised interpretations suggest that an earlier IARC determination is no longer appropriate.

U.S. EPA has also proposed a scheme for carcinogen hazard identification and strength of evidence classification in their recently finalized Guidelines for Carcinogen Risk Assessment (U.S. EPA, 2005). These principally differ from the IARC guidance in recommending a more extensive narrative description rather than simply a numerical identifier for the identified level of evidence, and also to some degree in the weight accorded to various types of supporting evidence. However, for most purposes they may be regarded as broadly equivalent to the scheme used by IARC, and OEHHA has chosen to cite the IARC (2006) *Preamble* as representing the most up-to-date and generally accepted guidance on this issue.

Dose Response Assessment

The dose-response phase of a cancer risk assessment aims to characterize the relationship between an applied dose of a carcinogen and the risk of tumor appearance in a human. This is usually expressed as a cancer slope factor [“potency” – in units of reciprocal dose - usually $(\text{mg/kg-body weight.day})^{-1}$ or “unit risk” – reciprocal air concentration – usually $(\mu g/m^3)^{-1}$] for the lifetime tumor risk associated with lifetime continuous exposure to the carcinogen at low doses. Cancer potency factors may also be referred to as “cancer slope factors”. (As will be described later, additional algorithms may need to be applied to determine risk for specific age groups, or at higher doses where toxicokinetic factors have significant effect.) The basic methodologies recommended in this document are similar to those described by U.S. EPA (2005a) in their Carcinogen Risk Assessment Guidelines. This document therefore refers to U.S. EPA (2005a) for explanation of detailed procedures, and will provide only a brief summary except in cases where OEHHA recommendations are different from or more explicit than those of U.S. EPA.

The following descriptions of methods for dose response assessment, and considerations in their application, apply in principle to the analysis of both animal and human (epidemiological) cancer incidence data. Indeed, the original formulation of the multistage model (Armitage and Doll, 1954) described below was developed based on human cancer incidence. Nevertheless, the

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number and quality of human cancer incidence datasets is limited. The more complex analyses have usually only been possible for animal experimental data, where the interindividual variability and the exposure conditions can be both measured and controlled. Most commonly, epidemiological studies have necessarily used a form of multivariate analysis to separate the effects of several different variables relating to exposure, demographics and behaviors (e.g. smoking). In these analyses it is usually assumed that the effect measure(s) vary linearly with the exposure: any more complex variance assumptions might exceed the power of the data to determine the required model parameters. However, there are exceptions, especially for occupational studies where the critical exposure is measured as a continuous variable (rather than just categorical) and where the effect of this exposure is substantial relative to other confounding factors. For example, OEHHA (1998) used a multistage model dealing with both exposure intensity and duration in the analysis of cancer incidence in railroad workers exposure to diesel exhaust (Garshick et al., 1988)

Interspecies Extrapolation

The procedures used to extrapolate low-dose human cancer risk from epidemiological or animal carcinogenicity data are generally health-protective in that they determine an upper confidence bound on the risk experienced by an exposed population. As statistical estimates they cannot be regarded as definite predictions of the risk faced by any one specific individual, who might for a variety of reasons, including individual exposure and susceptibility, experience a risk different from the estimate. The risk assessment procedures used aim to include the majority of variability in the general human population within the confidence bound of the estimate, although the possibility that some individuals might experience either lower or even no risk, or a considerably higher risk, cannot be excluded. Additionally, differences may exist between the characteristics of the general public and those of studied populations. For example, healthy workers, the subject of most epidemiological studies, are often found to have lower rates of morbidity and mortality than the general population (Wen et al., 1983; Monson, 1986; Rothman and Greenland, 1998). Most human data are derived from studies of largely male adult workers and risk estimates cannot take into account specific physiological factors of women, children, and older populations that may affect the potency of a carcinogen, including early age-at-exposure.

Dose-response assessment based on environmental epidemiological studies may involve evaluation of health impacts at exposure levels within the range of those measured in the study population. However, more usually the source data are studies of occupationally exposed humans or of animals, in which case the exposures in the study are likely to be much higher than those of concern for risk assessments relating to community or ambient exposures. Further, even when extrapolation from animal species to humans is not required, the general population to which the URF is applied may differ in characteristics relative to the occupational population studied. It is therefore necessary to extrapolate from the available data to the population and exposure range of concern, which is done by using a dose-response model derived from the source data. The models used fall into three main classes; mechanistically based models, empirical models and (where data are lacking to support a true data-based model) default assumptions. The factors affecting the dose-response relationships for carcinogenesis may also be divided into those relating to absorption, distribution, metabolism and excretion on the one hand (*i.e.* toxicokinetics), and those relating to the underlying dose-response characteristics of carcinogenesis at the tissue or cellular level (*i.e.* toxicodynamics). In this sense the problem of

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dose response assessment for carcinogens is similar to that for non-cancer toxic effects. The toxicokinetic models used may in fact be similar for both situations, but the toxicodynamic models are generally different.

Intraspecies Extrapolation and Inter-individual Variability

In estimating the impact of a particular level of exposure to a carcinogen on a target human population, it is necessary to consider the range of susceptibility in the target population. In the present case this is typically defined as the general population of the State of California, including of course women (some of whom are pregnant), infants and children, the elderly, the sick, and those with genetic polymorphisms or acquired differences which affect their susceptibility to carcinogens. In general it has been assumed that the upper-bound risk estimates obtained from the standard toxicodynamic models described below are sufficiently health-protective to cover the intrinsic variability of the adult human target population, in spite of the fact that these models do not explicitly address this type of variability, except in the few cases where an estimate is based on epidemiological data from a large and unselected study group (U.S. EPA, 2005a). However, various analyses (Drew et al., 1983; Barton et al., 2005; Appendix J) have suggested that this assumption is inadequate to cover the expected variability within a human population that includes infants and children. Accordingly both U.S. EPA (2005b) and this document ~~(page 30 *et seq.*)~~ now offer guidance on the use of age-specific adjustment factors to allow for the potentially greater sensitivity of infants and children to chemical carcinogenesis.

The ability to accommodate human variability with regard to the toxicokinetic factors affecting susceptibility to carcinogens varies with the level of detail used in the particular assessment. If the generic interspecies extrapolation approach based on body weight is used without any explicit toxicokinetic model then the assumption is made, as in the case of toxicodynamic variability, that the overall health-protective assumptions made are sufficient to cover the toxicokinetic variability. On the other hand if explicit models such as those referenced in the following paragraph are used, this variability may be more explicitly accommodated by using parameter values which are taken as point estimates from measured distributions of population values, or by using Monte Carlo techniques to include those distributions in the model (Bois et al., 1996; OEHHA, 1992; 2001b).

Toxicokinetic Models

Considerable literature exists showing the importance of understanding the toxicokinetics of carcinogens in understanding their mechanism of action, sites of impact and dose-response relationships. U.S. EPA (2005) in Section 3.1 refers to the importance of identifying an appropriate dose metric for the dose-response analysis. Early cancer risk assessments typically used applied dose as the dose metric, which is adequate in simple cases provided appropriate correction factors are applied for interspecies extrapolation. However, it is often observed that the uptake, metabolism and elimination of the carcinogenic substance (and/or a procarcinogen and metabolites) is non-linear, especially at the higher doses employed in experimental animal studies (Hoel *et al.*, 1983, Gaylor *et al.*, 1994). Extrapolation to lower doses where such relationships tend to linearity (Hattis, 1990) is aided by the use of toxicokinetic models. These may be relatively simple compartment models, or sophisticated "physiologically based pharmacokinetic (PBPK) models" which to a greater or lesser degree model the actual

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biochemical and physiological events of toxicokinetic importance. Applications of both types of model may be found in various risk assessment documents prepared for the Toxic Air Contaminants program (and other OEHHA risk assessments). Since the details vary widely according to the nature of the chemical and the availability of appropriate kinetic data these general guidelines will defer to those examples rather than attempt a fuller exposition here. Further analysis of the use of toxicokinetic modeling in extrapolation from animals to humans, and in accounting for interindividual variability among adult humans, infants and children is presented in the Air Toxics Hot Spots *Technical Support Document for the Derivation of Noncancer Reference Exposure Levels* (OEHHA, ~~2007: Public Review Draft~~2008). Although this refers to the use of toxicokinetic modeling in non-cancer risk assessment, the primary considerations are similar for cancer risk assessment.

Toxicodynamic Models

An early use of mechanistic analysis to support risk assessment was the development of the Armitage-Doll multistage model of dose-response for carcinogenesis. The multistage model was initially developed on theoretical grounds, and by examination of epidemiological and animal data on time to tumor incidence. Subsequent discovery of the molecular biology of proto-oncogenes has provided a basis for explaining the model in terms of actual biological events and systems (Barrett and Wiseman, 1987). This model was developed by Crump and others into the "linearized multistage model", which has been extensively used for carcinogen risk assessment. It leads to a number of partially verifiable predictions, including linearity of the dose-response relationship at low doses, which is observed for many genotoxic carcinogens. It also predicts the form of the dose-response relationship at higher doses, which generally follow a polynomial form (subject to sampling and background corrections) except where other identifiable factors such as pharmacokinetics intervene.

It has been argued that the simple linearized form of the multistage model has limitations as a description of carcinogenic mechanisms, which detract from its usefulness and generality. Cell proliferation is known to be important in the progression of cancer. It may actually be the primary mechanism of action for a few carcinogens, as opposed to the direct modification of DNA by the carcinogen or a metabolite which is assumed to cause the mutational event at each stage in the original multistage description. A cell proliferation model has been developed (Moolgavkar and Knudson, 1981), which retains the concept of an initiating mutational event (in most cases caused by interaction of the chemical with DNA, although it could also be a spontaneous mutation) as in the original multistage model, but also considers proliferation, death or terminal differentiation of both normal and initiated cells. This model is thought to better describe the biological events in carcinogenesis. However, it has not been used extensively in risk assessment because it requires many parameters that are difficult to define and measure (such as proliferation and death rates for various classes of cell). If these cannot be accurately determined, the model has too many free parameters and is not helpful in defining extrapolated values for risk assessment purposes. This highlights a general problem in using mechanistic models in carcinogen risk assessment, which is that the carcinogenesis data themselves are generally insufficient to define fully the dose response curve shape at low doses or provide much mechanistic information. The analysis is therefore supplemented with policy-based assumptions (such as the expectation of linearity at low doses) and, wherever possible, additional

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experimental measurements relating to the mechanism of action, in order to make meaningful prediction of risk from environmental exposures to humans.

Because of the difficulties in validating simplified mechanistic models such as the basic multistage model, and the additional difficulty of parameter estimation with more complex mechanistic models, the new U.S. EPA guidelines (U.S. EPA, 2005a) and some recent California risk assessments have chosen instead to use a less overtly mechanistic approach. This approach combines benchmark dose methodology (described below) with an explicit choice of the method for low-dose extrapolation, either assuming low-dose linearity or, for certain carcinogens where data indicate that this is appropriate, a "margin of exposure" or safety/uncertainty factor based approach. This benchmark method is now normally recommended for carcinogen dose response analysis, and the results generally differ little from those derived by the linearized multistage model. Although the linearized multistage method is no longer recommended as the default approach for cancer potency estimation it remains a plausible alternative in many cases, and still has useful applications, such as for time-to-tumor analyses for which benchmark methods are not yet widely available. Additionally, a considerable number of existing cancer potencies in Appendices A and B, and used in the Air Toxics Hot Spots program were derived by this method. Many of these would not be significantly different if calculated by the benchmark approach, and are unlikely to be replaced soon by newly calculated values. The linearized multistage method will therefore also be briefly described here.

Benchmark dose methodologies

The use of benchmark dose methodology has been explored by various investigators [including Gaylor et al. (1998); van Landingham et al. (2001) and Crump (1984, 1995, 2002)] as a tool for dose response extrapolation. This has been recommended in regulatory guidelines for both carcinogenic (U.S. EPA, 2005a) and non-carcinogenic (U.S. EPA, 1995) endpoints. The basic approach is to fit an arbitrary function to the observed incidence data, and to select a "point of departure" (POD) (benchmark dose) *within the range of the observed data.* From this a low dose risk estimate or assumed safe level may be obtained by extrapolation, using an assumed function (usually linear) or by application of uncertainty factors. The critical issue here is that no assumptions are made about the nature of the underlying process in fitting the data. The assumptions about the shape of the dose response curve (linear, threshold, etc.) are explicitly confined to the second step of the estimation process, and are chosen on the basis of policy, mechanistic evidence or other supporting considerations. The benchmark chosen is a point at the low end of the observable dose-response curve. Usually a dose at which the incidence of the tumor is 10% is chosen for animal studies, although lower effect levels may be appropriate for large epidemiological data sets. Because real experimental data include variability in the response of individual subjects, and measurement errors, likelihood methodology is applied in fitting the data. A lower confidence bound (usually 95%) of the effective dose (LED_{10}), rather than its maximum likelihood estimate (MLE), is used as the point of departure. This properly reflects the uncertainty in the estimate, taking a cautious interpretation of highly variable or error-prone data. It also reflects the instability of MLE values from complex curve-fitting routines, which has been recognized as a problem also with the linearized multistage model.

For cancer dose-response estimation using the benchmark dose method, either animal bioassay data or epidemiological data provide a suitable basis. In the absence of a pharmacokinetic model

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(which could provide tissue-specific dose metrics), the potency would ordinarily be based on the time-weighted average exposure during the exposure or dosing period. The model used to fit the data can be chosen from a range of available alternative quantal models, depending on which provides the best fit to the data in the observable range. In practice, the multistage polynomial fit developed for the linearized multistage model works well for most tumor data sets. Here it is being used merely as a mathematical curve-fitting tool, where the model well fits the data set, without making assumptions about its validity as a biological model of carcinogenesis.

Suitable polynomial fits and estimates of the benchmark may be obtained using U.S. EPA's BMDS software. The benchmark often used is the 95% lower confidence bound on the dose producing 10% tumor incidence. However, if data are available which include a significant dose-response at less than 10% tumor incidence, then that lower benchmark should be used (e.g. LED_{05} or LED_{01}). Other software such as Tox_Risk, which was used for the linearized multistage model, has been used successfully, although the earlier GLOBAL program and its relatives are less suitable as curve-fitting tools for benchmark dose analysis.

Since it is usually assumed in cancer risk estimation that the low-dose response relationship is linear, risk estimates and a potency value (slope factor) may be obtained by linear extrapolation from an appropriate benchmark dose. The potency is the slope of that line ($0.1/LED_{10}$). The low dose linearity assumption is a general default for any carcinogen, and it is unlikely to be altered for genotoxic carcinogens.

A calculation using the benchmark dose approach (using a polynomial model with exponents restricted to zero or positive values), and linear extrapolation from the LED_{10} to obtain a potency estimate is shown in Figure 1 (the figure was generated by the U.S. EPA's BMDS program). This is based on tumor incidence data from an actual experiment with vinyl bromide in rats (Benya *et al.*, 1982), with metabolized dose calculated by means of a pharmacokinetic model (Salmon *et al.,* 1992). The value of q_1* obtained by this calculation would then be corrected for the duration of the experiment if it had lasted for less than the standard rat lifetime, and for bodyweight and route-specific pharmacokinetic factors as described below. This is in addition to the correction for exposure duration that would be necessary if the study had not lasted for 105 weeks, and the interspecies correction, both of which are described below.

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Figure 1. Benchmark dose calculation for tumor data in rats exposed to vinyl bromide

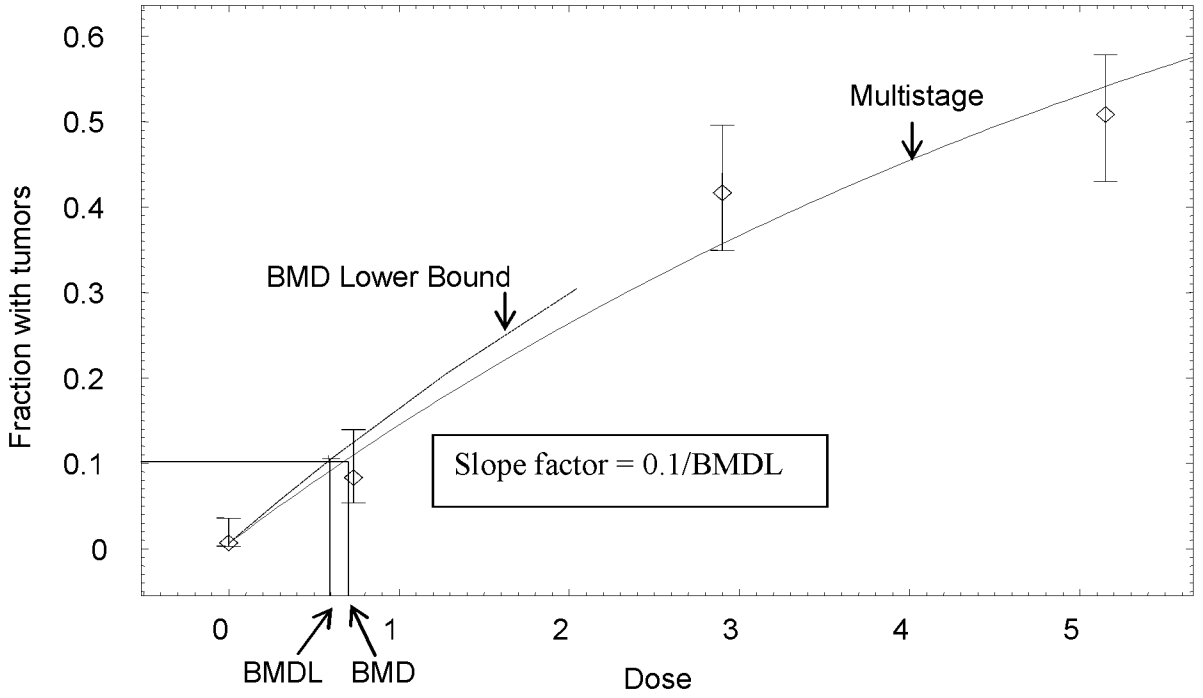

From Salmon *et al.* (1992), based on data from Benya *et al.* (1982)

Linearized Multistage Model

Quantal analyses

A "multistage" polynomial (U.S. EPA, 1986, 2005a; Anderson *et al.*, 1983), based on the mechanistic insights of the original Armitage and Doll model of cancer induction and progression, has been used extensively by U.S. EPA, OEHHA and other risk assessors to model the dose response for lifetime risk of cancer. It usually is used for analysis of animal bioassay data, although related approaches have occasionally been used with epidemiological data. In mathematical terms, the probability of dying with a tumor (P) induced by an average daily dose (d) is:

$$P(d) = 1 - \exp[-(q_0 + q_1 d + q_2 d^2 + \ldots + q_j d^j)]$$

with constraints

$$q_i \geq 0 \text{ for all i.}$$

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Equivalently, $A(d) = 1 - \exp[-(q_1 d + q_2 d^2 + \cdots + q_k d^k)]$,

where $A(d) = \dfrac{P(d) - P(0)}{1 - P(0)}$ is the extra risk over background at dose d.

The q_i model parameters are constants that can be estimated by fitting the polynomial to the data from the bioassay, *i.e.* the number of tumor bearing animals (as a fraction of the total at risk) at each dose level, including the controls. The fit is optimized using likelihood methodology, assuming that the deviations from expected values follow a χ^2 distribution, with the number of degrees of freedom (and hence the maximum number of terms allowed in the polynomial) determined by the number of points in the data set. All the coefficients of the terms are constrained to be zero or positive, so the curve is required to be straight or upward curving, with no maxima, minima or other points of inflection. In addition to the maximum likelihood estimates of the parameters, the upper 95% confidence ~~bounds~~ limits on these parameters are calculated.

The parameter q_0 represents the background lifetime incidence of the tumor. The 95% upper confidence limit of the slope factor q_1~~, or more usually its upper bound~~ (q_1^*), is termed the cancer potency. The maximum likelihood estimate (MLE) of q_1 is not usually regarded as a reliable estimate for several reasons. First, it fails to reflect the uncertainty and variability in the data which affect the value of the estimate. This is an important issue for protection of public health, which is emphasized by current regulatory guidelines. Secondly, due to the variable order of the polynomial and the effect of some terms being zero as opposed to having a small but finite value, the MLE is unstable, and may show large and unpredictable changes in response to very slight changes in the input data. It may also erratically have a zero value, even when the data imply a significant positive dose-response relationship. The MLE is not a measure of central tendency for this estimate distribution (which is always asymmetrical and often multi-peaked). For small doses, the cancer potency is the ratio of excess lifetime cancer risk to the average daily dose received. Details of the estimation procedure are given in Crump (1981) and Crump, Guess, and Deal (1977). Several software programs are available to perform the necessary calculations, including U.S. EPA's BMDS, Tox_Risk and the earlier GLOBAL programs by Crump and colleagues, and Mstage, written by Crouch (1987).

When dose is expressed in units of mg/kg-d, the potency is given in units of $(\text{mg/kg-d})^{-1}$. Likewise, when the model input is in units of concentration ($\mu g/m^3$, ppb), the potency is given in units of $\mu g/m^3)^{-1}$ pr $(\text{ppb})^{-1}$. As in the case of potencies obtained by the benchmark approach, the experiment-based potency value needs to be corrected for less-than lifetime or intermittent exposure, and extrapolated from the test species to humans. Risk calculations using potency value estimated using the linearized multistage model predict the cancer risk at low doses only, with the higher order terms of the fitted polynomial being ignored since their contribution is negligible at low doses.

Selection of Site and Tumor Type

In developing cancer potency estimates from animal data, standard practice has been to use dose-response data for the most sensitive tumor site as the basis of the estimate (CDHS, 1985). Where tumors of more than one histological type (e.g. adenomas and carcinomas) are observed at a single site, the combined incidence, i.e. proportion of animals affected with at least one tumor of

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any of the relevant types, is used for dose-response assessment. The same rules for combining tumor types are generally applied in determining statistical significance for carcinogen identification (IARC, 2006). Tumor types considered to represent different stages of progression following initiation of a common original normal cell type are combined, whereas tumor types having different cellular origins are generally not combined by this procedure. Other considerations that may influence choice of site for dose response estimation include the quality of the data (especially, the statistical impact of a high or variable rate of a particular tumor type and site in control animals), and biological relevance to humans. However, it is an important principle that, just as for the hazard identification phase, concordance of site or tumor type between animal models and human health effects may occur but is not assumed or required.

Carcinogens inducing tumors at multiple sites

For most carcinogens, the selection of the most sensitive site in the animal studies is recognized as providing a risk estimate which is appropriate to protect human health. However, for chemicals that induce tumors at multiple sites, the single-site approach may underestimate the true carcinogenic potential. For example, the overall assessment of cancer risk from cigarette smoking (U.S. DHHS, 1982) or ionizing radiation (NRC, 1990) is not based on risk at one site, such as lung cancer. Instead, total cancer risk is estimated from all the sites at which agent-induced tumors are observed (lung, bladder, leukemia, etc), combined.

For carcinogens that induce tumors at multiple sites and/or with different cell types in a particular species and sex, OEHHA derives the animal cancer potency by probabilistically summing the potencies from the different sites and/or cell types. Using the combined potency distribution takes into account the multisite tumorigenicity and provides a basis for estimating the cumulative risk of all treatment-related tumors.

The linear term (q_1) of either the multistage model or the multistage-in-dose, Weibull-in-time model is first estimated based on the dose-response data for each of the treatment-related tumor sites. Statistical distributions, rather than point estimates, are generated at each site by tracing the profile likelihood of the linear term (q_1) (Zeise et al., 1991). The distributions of q_1 for each of the treatment-related sites are then statistically summed using a Monte Carlo approach and assuming independence (Figure 2). The sum is created by adding the linear term for each tumor site, according to its distribution, through random sampling. The upper 95 percent confidence limit on the summed distribution is taken as the multisite animal cancer potency estimate (McDonald et al., 2003, McDonald and Komulainen, 2005).

OEHHA has applied this approach in several recent dose-response analyses, including that for naphthalene presented in Appendix B of this document.

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Figure 2. Addition of potency distributions for multi-site cancer potency derivations.

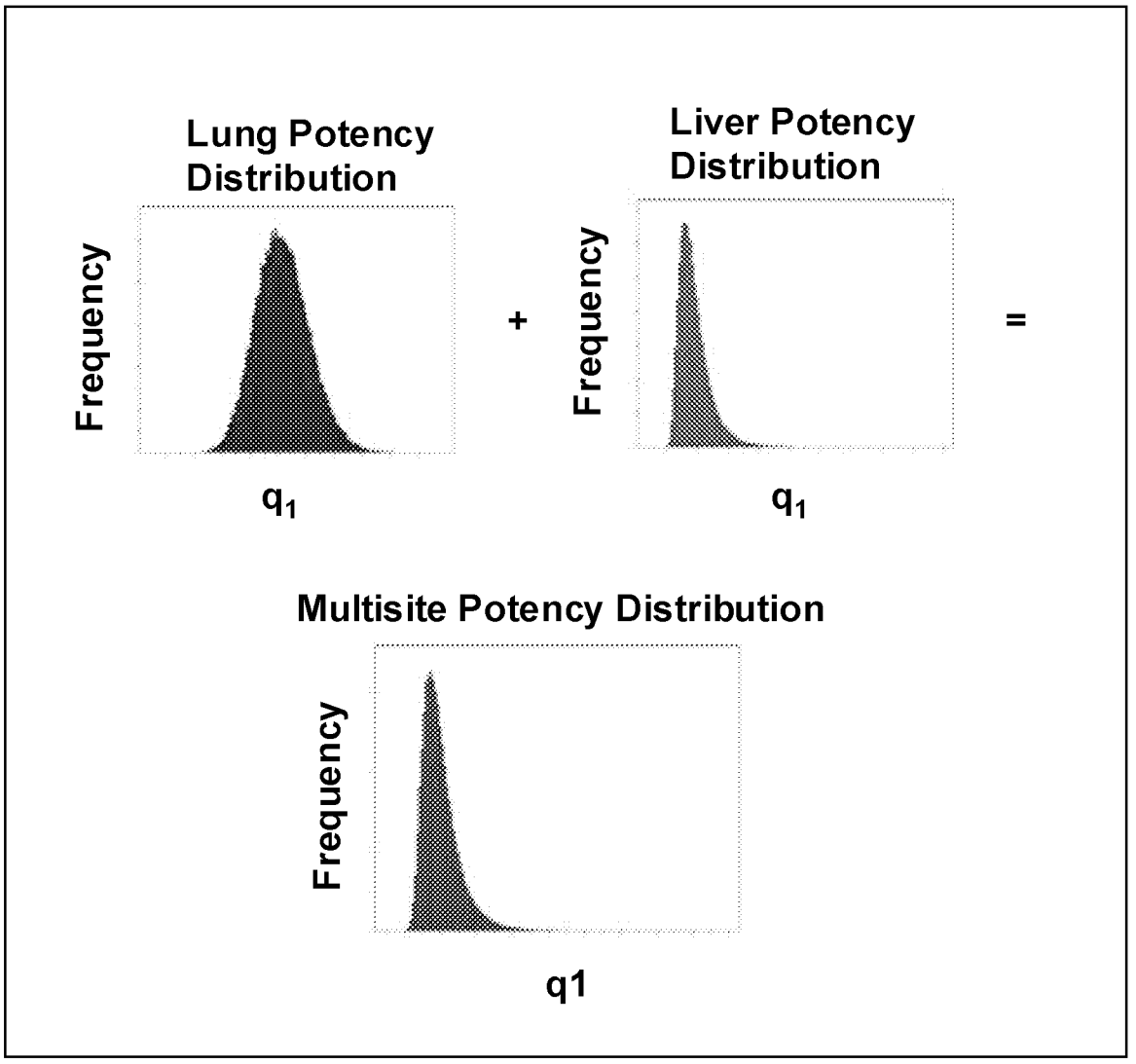

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Early-Lifestage Cancer Potency Adjustments

In recent years, there have been growing concerns regarding the exposure of children to environmental chemicals, including the possibility that they may be more susceptible than adults to injury caused by those chemicals. The California Legislature passed the Children's Environmental Health Protection Act (Senate Bill 25, Escutia; Chapter 731, Statutes of 1999; "SB 25") to help address these concerns. Under SB25, OEHHA is mandated to consider infants and children specifically, where data permit, in evaluating the health effects of Toxic Air Contaminants (TACs).

The development of cancer is one of the adverse health effects that may occur in children as a result of exposure to environmental chemicals. The document "Prioritization of Toxic Air Contaminants under the Children's Environmental Health Protection Act" (OEHHA, 2001a) noted that risks of cancer from exposures to carcinogens occurring from conception through puberty can be different than those from exposures occurring in adulthood. Exposure to a carcinogen early in life may result in a greater lifetime risk of cancer for several reasons:

1. Cancer is a multistage process and the occurrence of the first stages in childhood increases the chance that the entire process will be completed, and a cancer produced, within an individual's lifetime.
2. Tissues undergoing rapid growth and development may be especially vulnerable to carcinogenic agents. During periods of increased cell proliferation there is rapid turnover of DNA, and more opportunity for misrepair of damage (e.g., DNA breaks, crosslinks, adducts) or alterations to result in permanent changes to the DNA (e.g., mutations, altered DNA methylation) that may ultimately lead to cancer.
3. During early development, a greater proportion of the body's cells are relatively undifferentiated stem cells, and as such represent a large target population of somatic cells capable of passing along permanent changes to the DNA during future cell divisions.
4. There may be greater sensitivity to hormonal carcinogens early in life since the development of many organ systems is under hormonal control (e.g., male and female reproductive systems, thyroid control of CNS development).
5. Other factors that may play a role in increased cancer risk from exposures during critical developmental periods include differences in immunological activity, intestinal absorption, biliary and kidney excretion, blood and fat distribution, and expression of enzyme systems that activate or detoxify carcinogens.

Data in humans and animals for a variety of carcinogens suggest that exposures to such carcinogens early in life may result in a greater lifetime risk of cancer compared to exposures later in life. Examples of this effect in humans are carcinogenicity due to ionizing radiation, diethylstilbestrol (DES), chemotherapeutic agents, and tobacco smoke.
Ionizing radiation exposure carries an increased risk of cancer when exposures occur early in life compared to adult exposures for a number of tumor types. Children exposed to ionizing radiation (diagnostic X-rays) *in utero* demonstrate a larger excess of leukemia cases than

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children exposed to ionizing radiation postnatally (NRC, 1990). Exposure to radioisotopes (^{131}I, ^{137}Cs, ^{134}Cs, ^{90}Sr) as a consequence of the 1986 Chernobyl nuclear accident resulted in an elevated thyroid cancer incidence in children but not adults (Moysich, 2002). Treatment of children for Hodgkins lymphoma with both chemotherapeutic agents and irradiation has been shown to increase the risk of secondary tumors (Swerdlow et al., 2000; Franklin et al., 2006). Age at irradiation in Hodgkin's disease patients treated with radiotherapy strongly influenced the risk of developing breast cancer. The relative risk (RR) of developing breast cancer was 136 for women treated before 15 years of age, 19 for women 15-24 years of age, and 7 for those 24-29 years of age. In women above 30 years of age, the risk was not increased (Hancock *et al.*, 1993).

DES was administered to pregnant women in the 1940s-1960s for the purpose of preventing pregnancy loss. In 1970, Herbst and Scully described 7 cases of vaginal adenocarcinoma (6 cases of the clear-cell type) in women aged 15-22 years. This type of cancer is extremely rare in that age range. A follow-up epidemiological study included an additional case, and noted the fact that the mothers of 7 of the 8 patients had been treated with DES during their pregnancy (Herbst *et al.*, 1971). Reports by other investigators confirmed the association between maternal use of DES during pregnancy and the development of vaginal adenocarcinoma in their female offspring (Preston-Martin, 1989). It was observed that *in utero* DES exposure resulted in female genital tract morphological changes which correlated with both dose and duration of exposure, and those changes were not related to the maternal conditions which were the reason for the DES administration. Additionally, the risk of occurrence of those morphological changes declined with increasing gestational age at first exposure (O'Brien *et al.*, 1979; Preston-Martin, 1989). In contrast, vaginal adenocarcinoma incidence did not increase in the exposed mothers themselves, indicating an increased early-life susceptibility to the carcinogenic effects of DES.

There is evidence in the epidemiological literature indicating that exposure to tobacco smoke during puberty may increase risk of breast cancer later in life, particularly among women who are NAT2 slow deacetylators (Marcus *et al.*, 2000; Morabia *et al.*, 2000; Lash and Aschengrau, 1999). Wiencke et al. (1999) report that early age at initiation of smoking is associated with a higher level of DNA adducts in lung tissue of former-smokers with lung cancer.

It has also been observed by Smith *et al.* (2006) that human *in utero* or early childhood exposure to arsenic in drinking water results in significantly increased lung cancer incidences during adult life.

Data from animal studies provide additional examples of increased sensitivity to early life (typically postnatal and juvenile) exposures. These effects span a range of target tissues, including the liver (vinyl chloride, safrole), brain (methylnitrosourea), reproductive tract (DES, tamoxifen), and lung (urethane) (OEHHA, 2001a).

In the following sections we summarize two efforts to evaluate quantitatively the effect of lifestage at exposure on carcinogenic response in experimental animal studies. The first section provides a description of OEHHA's analysis of data on the effect of age at exposure on carcinogenic potency. (Details of this analysis are in Appendix J.) The second section describes U.S. EPA's work in this area. (We also provide the published paper in Appendix I that presents the U.S. EPA analyses.) Both analyses used extant data available in the published literature. U.S. EPA used their analysis to modify the procedures they have used to estimate cancer risk by

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weighting risk by specific factors for childhood exposures. The weighting factors are a policy choice supported by U.S. EPA's data analysis. The results of OEHHA's analysis, summarized below and described in detail in Appendix J, support the decision to modify policy to weight risk when exposure occurs during childhood. Thus, OEHHA is also proposing to weight risk when exposure occurs in childhood.

OEHHA Analysis of the Effect of Age at Exposure on Cancer Potency

The analysis of animal cancer studies which include early life exposure by the Reproductive and Cancer Hazard Assessment Branch (RCHAB) of OEHHA also supports the application of lifestage-specific cancer potency factor adjustments. This analysis is provided in detail as Appendix J of this document.

Early-in-life susceptibility to carcinogens has long been recognized by the scientific community and clinicians as a public health concern. Numerous scientific publications and symposia have addressed this issue over the years and the scientific literature contains a number of human clinical findings and epidemiological studies of early life cancer susceptibility. While there are many indications of increased human cancer susceptibility in early life, the magnitude of the impact has been difficult to gauge. Until recently risk assessment procedures have not in general addressed the issue. As described in the next section, in 2005 the U.S. EPA adopted an approach to weight carcinogens by age at exposure if they act via a mutagenic mode of action. The California legislature in 2000 directed OEHHA to assess methodologies used in addressing early-in-life risk, compile animal data to evaluate those methods, and develop methods to adequately address carcinogenic exposures to the fetus, infants, and children (Children's Environmental Health Initiative [AB 2872, Shelly]; California Health and Safety Code [HSC] section 901 [a] through [e]).

OEHHA assessed cancer risk assessment methodologies, and found that the existing risk assessment approaches did not adequately address the possibility that risk from early-in-life and adult exposures may differ. OEHHA further concluded that there was a need to address early-in-life cancer risk, and undertook studies to develop methods for doing so. Age-related cancer susceptibility data were identified from published animal cancer bioassays in which these issues were addressed. Two types of studies with early-in-life exposures were compiled. The first type are "multi-lifestage exposure studies." These studies have at least two groups exposed during different lifestages: One dose group is exposed to a chemical only during one of the following lifestages (Figure 3):

prenatal (from conception to birth),

postnatal (from birth to weaning),

juvenile (from weaning to sexual maturity).

The second dose group is exposed for some period of time at an older age, preferably during the adult lifestage, that is, after sexual maturity. This group served as the reference group. In some cases where there was no adult exposure group, animals exposed as juveniles served as the reference group. Multi-lifestage exposure studies are available for many chemicals, enabling the exploration of patterns in early-life susceptibility across chemicals.

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Figure 3. Definition of Rodent Lifestage Adopted in the OEHHA Analyses

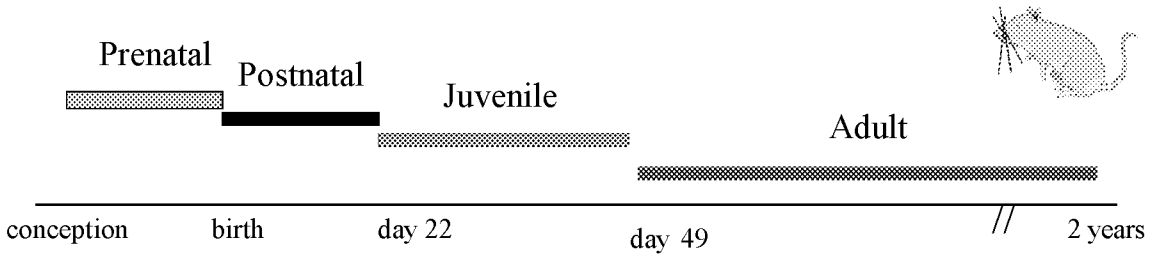

OEHHA also conducted "chemical-specific case studies" of early-life sensitivity for two carcinogens, ethyl-N-nitrosoamine (DEN) and N-ethyl-N-nitrosourea (ENU) that combine data from a number of studies. These "chemical-specific case studies" were conducted to explore the feasibility of analyzing chemical-specific data on age susceptibility from single-lifestage exposure experiments. For these chemicals, OEHHA compiled from the literature a second type of study, "single-lifestage exposure experiments." In these experiments dose groups were exposed only during a particular lifestage and, unlike the "multi-lifestage exposure studies," there was no requirement that the same study also include groups exposed during a different lifestage. Thus, single-lifestage exposure experiments were identified as being either prenatal, postnatal, juvenile, or adult exposure studies. For each of the two chemicals, there were many prenatal studies conducted that were compiled, analyzed, and grouped together. Postnatal studies from different publications were similarly compiled, analyzed and grouped together, as were juvenile studies. Adult studies were not available for either DEN or ENU, thus for both chemicals juvenile exposure studies served as the referent for prenatal studies, and for postnatal studies.

Typical cancer bioassays such as those conducted in rats and mice by NTP involve exposing animals starting at six to eight weeks of age, which is the time at which these animals reach sexual maturity (late teenagers relative to humans). The experiments are run for two years, ending when the animal is in late middle age. Thus, early and very late life exposures are not included in the typical rodent bioassay (see Figure 4). If the NTP bioassay is used as a basis for estimating cancer potency, the potency and resulting risk estimates may be too low. Thus OEHHA focused on finding studies that evaluated early in life exposures.

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Figure 4. Dosing Period for Typical Rodent Bioassays.

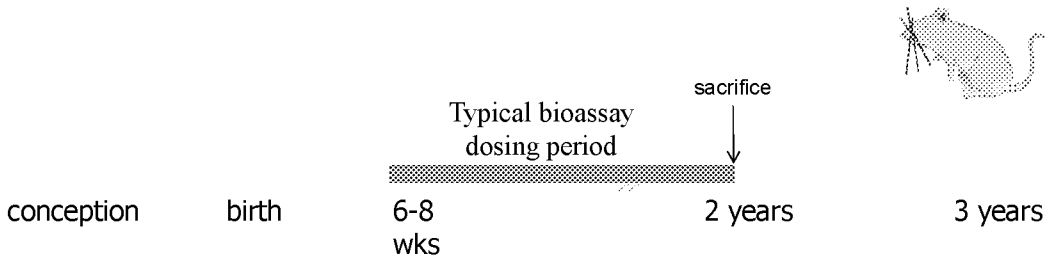

Since bioassays examining the effect of age at exposure on carcinogenesis were conducted by various investigators for different purposes, there is a great deal of variation across studies in terms of dose selection, duration of exposure, number of animals, and length of study duration. To be included in the compilation of studies with early life exposure, a study or an experimental group in a study had to meet minimum requirements.

The criteria for study inclusion are as follows:

Treated groups were exposed to a single chemical carcinogen or a single carcinogenic chemical mixture.

Study groups were not compromised by severe treatment-related non-cancer toxicity.

Overall the duration of exposure period plus observation period exceeded 40 weeks, unless animals died of tumor.

For included dose groups, the study must report age at dosing, age at sacrifice, and site-specific tumor incidence.

Each lifestage exposure treatment group has an appropriate concurrent control group, or, for rare tumors only, an appropriate historical control.

The studies were on mammals.

Each treatment and control group consists of at least ten animals, unless the conduct and design of the study was well done in all other aspects (e.g., the length of the study was sufficiently long to observe treatment-related tumors) and tumor incidence was high in treated groups and very low in controls.

Site specific tumor data were reported, not only total number of tumor bearing animals.

The test compound was administered in the diet, water, via gavage, or by intraperitoneal (i.p.), intravenous (i.v.), or subcutaneous (s.c.) injection. For dermal and subcutaneous injection studies, distal tumor findings are utilized (for dermal, other than skin tumors; for injection, non-injection site tumors).

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While studies designed to histopathologically examine tumors at multiple sites were preferred, studies that examined only a select set of organ/tissue sites were not excluded if the sites examined were known with confidence to be the only target tissues for the chemical and lifestage in question in that particular strain of animal.

Different approaches were taken to identify animal cancer studies that included groups of animals exposed during early life stages. First, MEDLINE and TOXLINE (National Library of Medicine) databases were searched using combinations of various key words for cancer (e.g., tumor(s), neoplasm(s), cancer, neoplasia, cancerous, neoplasms-chemically induced) and for early-life exposure (e.g., age, age-at-exposure, development (al), prenatal, *in utero*, gestation (al), postnatal, neonatal, juvenile, weaning, weanling, adolescent, adolescence, young). Second, the extensive compilation of bioassays in the *Survey of Compounds which have been Tested for Carcinogenic Activity*, was reviewed. This survey, formerly maintained by the National Cancer Institute as Public Health Service Publication Number 149, or PHS 149, is now available from a private source electronically as CancerChem, 2000. Third, from bibliographies from relevant published papers additional studies were identified. Finally the Single Dose Database developed by Calabrese and Blain (1999) was obtained and utilized to identify additional publications that appeared to contain potentially useful data. All of these publications were evaluated to determine if the study dosed separate groups of animals early in life and at or near adulthood. A total of 145 publications, providing data on 84 chemicals, were identified as meeting the criteria for study inclusion. A subset of these met the criteria for inclusion in the multi-lifestage exposure analysis.

Finally, for the OEHHA multi-lifestage analyses, we define "experiment" as a study component consisting of a control group as well as a treated group(s) exposed during the same lifestage (i.e., prenatal, postnatal, juvenile or adult), and using the same experimental protocol (e.g., route of exposure, strain, species, laboratory). Thus, by our definition one publication may report multiple experiments.

In the OEHHA analysis, data from studies on 23 unique carcinogens, 20 of which are considered to act via primarily genotoxic modes of action, were analyzed. Of these 20 carcinogens, 15 are thought to require metabolic activation to the ultimate carcinogenic species (Table 1~~Table 1Table 1~~). Fourteen carcinogens, including one thought to act via primarily nongenotoxic modes of action, were included in the prenatal multi-lifestage exposure studies. Eighteen carcinogens, including two thought to act via primarily nongenotoxic modes of action, were included in the postnatal multi-lifestage exposure studies. Five carcinogens were included in the juvenile multi-lifestage exposure studies. The case study chemicals, DEN and ENU, are both genotoxic. ENU is a direct acting alkylating agent, while DEN requires metabolic activation.

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Table 1. Carcinogens for which studies with multi-lifestage exposures in animal studies are available

Genotoxic carcinogens requiring metabolic activation
Benzidine
Benzo[a]pyrene
Dibutylnitrosamine
Diethylnitrosamine (DEN)
7,12-Dimethylbenz[a]anthracene (DMBA)
Dimethylnitrosamine (DMN)
Di-n-propylnitrosamine (DPN)
1 -Ethyl-nitrosobiuret
2-Hydroxypropylnitrosamine
3-Hydroxyxanthine
3-Methylcholanthrene (3-MC)
4-(Methylnitrosamino)-1-(3-pyridyl)-1-butanone (NNK)
Safrole
Urethane
Vinyl chloride
Genotoxic carcinogens not requiring metabolic activation
Butylnitrosourea
1,2-Dimethylhydrazine
Ethylnitrosourea (ENU)
Methylnitrosourea (MNU)
ß-Propiolactone
Nongenotoxic carcinogens
1,1-Bis(p-chlorophenol)-2,2,2-trichloroethane (DDT)
Diethylstilbestrol (DES)
2,3,7,8-Tetrachlorodibenzodioxin (TCDD)

Cancer Potency Estimation

Statistical methods were developed and used to analyze the data and derive measures of early-life susceptibility. These are described in detail in Appendix J. In brief, a cancer potency (the slope of the dose response curve) was developed for each of the experiments selected using the linearized multistage model. This model was chosen because of widespread use in risk assessment, and its flexibility in being able to fit many different data sets needed to evaluate the effect of lifestage-at-exposure on cancer potency. The dose metric used for the potency analyses is cumulative dose normalized to body weight. The cancer potency is thus expressed as the increase in tumor probability with increasing cumulative dose in units of mg/kg body weight.

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To take into account uncertainty in potency estimation, cancer potencies are depicted by a statistical distribution, rather than by a single, fixed value, using methods described in Appendix J. While these methods have typically been used to obtain and report the 95th percentile of the cancer slope parameter for cancer risk assessment purposes, here OEHHA utilized the full distribution of the cancer slope parameter to derive measures of early-life susceptibility to carcinogens. This was done to systematically take into account uncertainty in the analysis.

For experiments where treatment related tumors were observed at multiple sites or at the same site but arising from different cell types, slopes from these sites were statistically combined by summing across the potency distributions (assuming independence across the sites that were observed) to create an overall multisite cancer potency. It is not uncommon that a carcinogen causes more than one type of cancer or causes tumors at different sites depending on lifestage at exposure. For example, in humans tobacco smoke causes cancers of the lung, bladder, and certain other organs. This multi-site carcinogenicity is frequently observed in animal experiments as well. In order to account for this, all treatment-related tumors that were observed in a given lifestage were taken into account in estimating cancer potency from that particular experiment.

Addressing Early-Age Sensitivity in Estimating Cancer Risk: Age Sensitivity Factors

Inherent Sensitivity of Lifestages – Lifestage Potency Ratios

For this analysis, OEHHA calculates the ratio of cancer potency derived from an early lifestage exposure experiment(s) to that derived from an experiment(s) conducted in adult animals. OEHHA used the potency distributions for the individual lifestage exposures, rather than a point estimate, to derive the ratios. The lifestage cancer potency ratio is then described as a distribution and one can select specific percentiles from the distribution to better understand and bound the uncertainty (Figure 5). Of particular importance is the location of the ratio distribution in relation to the reference value of 1.0, which would mean no difference in risk from exposures at early versus adult lifestages. A lifestage cancer potency ratio distribution that primarily lies above the value of 1.0 indicates early life exposures to a carcinogen result in a stronger tumor response relative to adult exposure. Conversely, a lifestage cancer potency ratio distribution that mainly lies below the value of 1.0 indicates early life exposure to a carcinogen results in a weaker tumor response relative to adult exposure.

A lifestage potency (LP) ratio distribution was derived for each multi-lifestage study, resulting in 22 prenatal ratio distributions representing 14 unique carcinogens, 55 postnatal LP ratio distributions representing 18 unique carcinogens, and seven juvenile LP ratio distributions representing five unique carcinogens. The LP ratio distributions for a given early lifestage were combined into a single "LP ratio mixture distribution," in order to show the range of susceptibilities of that lifestage to the carcinogens studied.

LP ratio mixture distributions for a given early lifestage were developed by (1) obtaining a single LP ratio distribution for each chemical (when a chemical is represented by more than one study) and then (2) equally sampling across all chemicals. When a chemical is represented by more than one study, then the LP ratio distributions from all studies of that chemical were combined by equally sampling from each LP ratio distribution via Monte Carlo methods to obtain a single

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LP ratio distribution for that chemical. (Appendix J describes this in more detail, as well as a sensitivity analysis that included two alternative sampling methods.) Once each chemical is represented by a single LP ratio distribution, then the LP ratio mixture distribution for each early lifestage (prenatal, postnatal, and juvenile) is obtained by equally sampling across all of the chemicals via Monte Carlo methods.

Figure 5. Lifestage Potency Ratio (LPR) distribution.

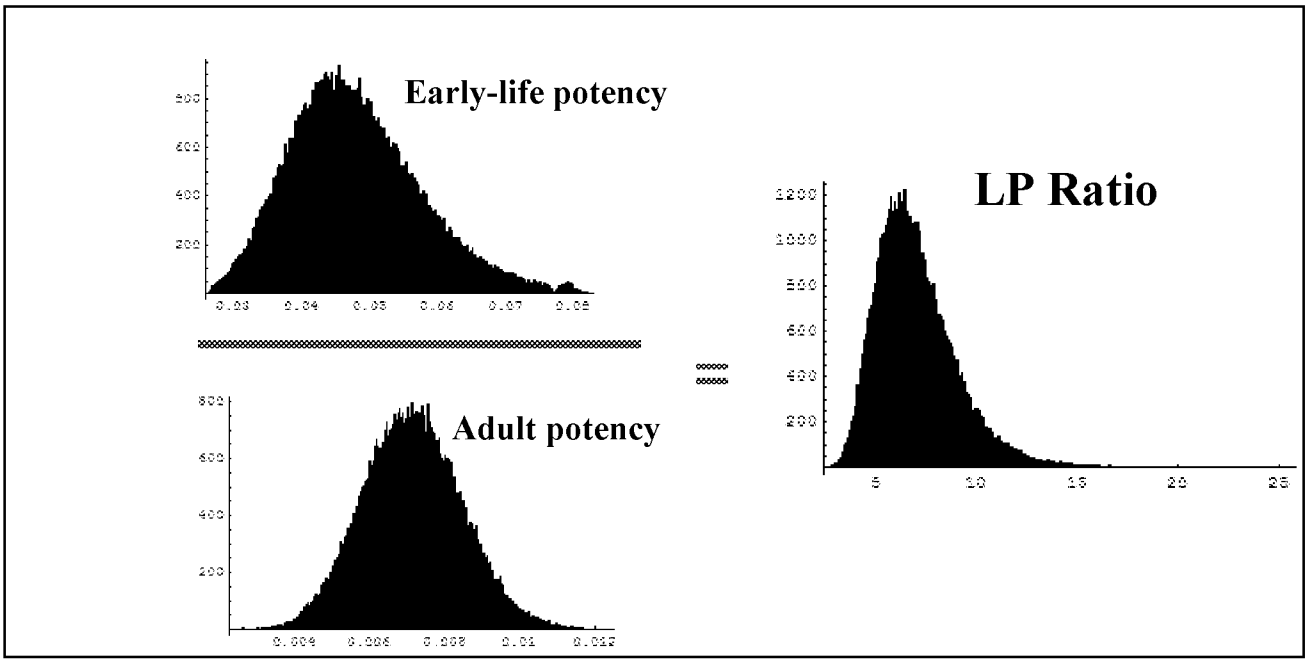

Effect of longer time period for cancer to manifest

The LP ratios described above characterize the inherent susceptibility of early lifestages to carcinogen exposure, by comparing potencies for individuals followed for similar periods of time and similarly exposed, but exposed during different lifestages. Age-specific adjustments to the cancer potency must also take into account the longer period of time that carcinogen exposure to the young has to manifest as cancer. Empirical data from studies of both humans and animals demonstrate that, for many cancers, cancer risk increases with age, or time since first exposure. While some cancers have been seen to increase by as much as the sixth power of age, a general approach taken for example by the National Toxicology Program in analyzing tumor incidences in its chronic bioassays is to assume that cancer risk increases by the third power of age. Thus, consistent with the approach used by the NTP in analyzing rodent cancer bioassay data, the longer period of time that exposed young have to develop tumors is addressed by taking into account time-of-dosing. This was done by multiplying the LP ratio by a time-of-dosing factor, to yield an age sensitivity factor (ASF). Specifically, the prenatal LP ratio is multiplied by a factor of 3.0, the postnatal LP ratio is multiplied by a factor of 2.9, and the juvenile LP ratio is multiplied by 2.7. Thus, ASFs were developed for each experiment, by first calculating the LP ratio to address inherent susceptibility of early lifestages relative to adults, and then accounting for the effect of years available to manifest a tumor following carcinogen exposure. (see Figure

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6). Note that we are not using the term "sensitivity" in the immunologic sense (e.g., sensitization), but rather are using the term more generically.

Figure 6. Issues addressed by the Age-Sensitivity Factor (ASF)

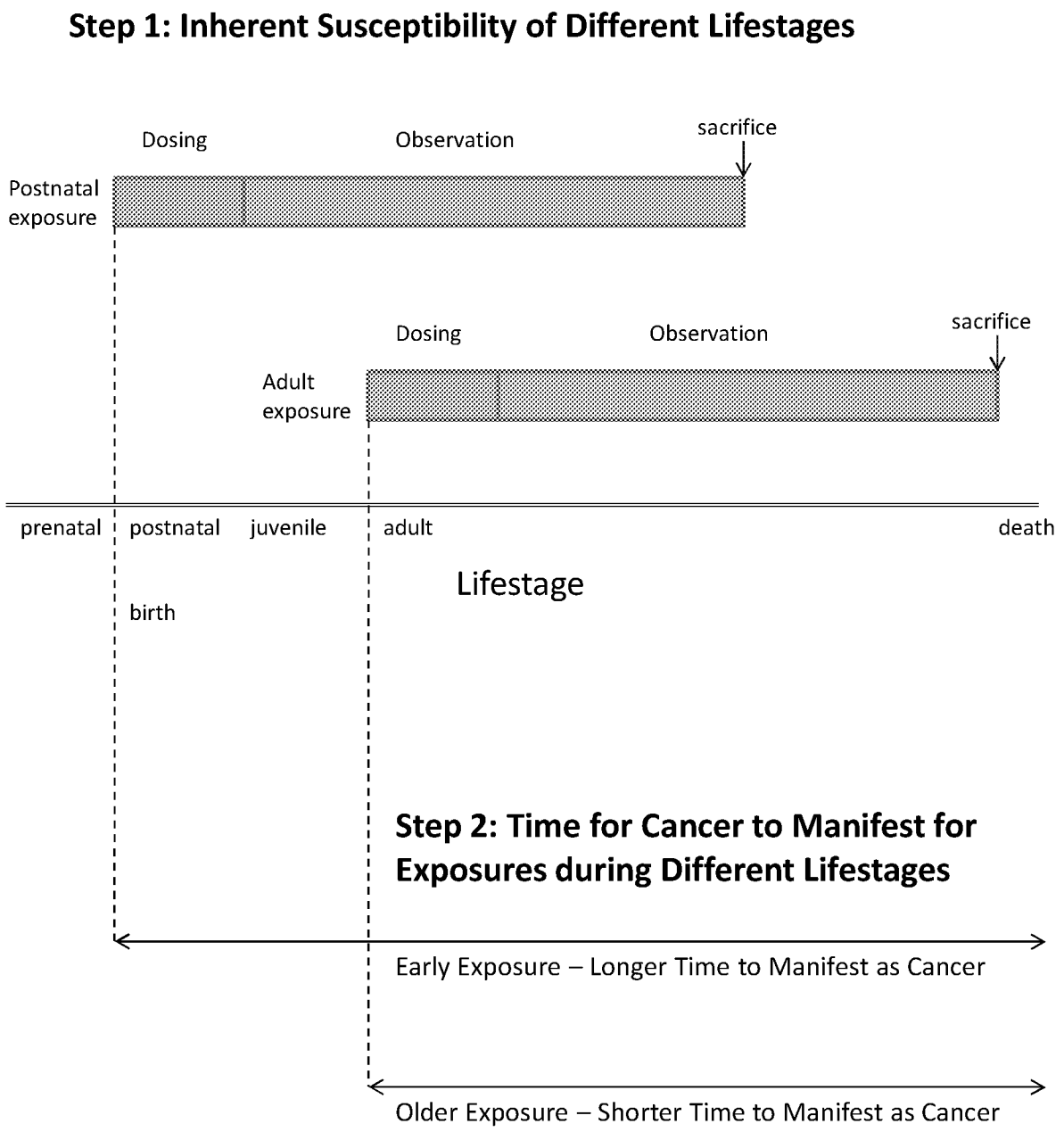

Application of this approach for risk associated with lifetime exposures would include an ASF of less than 1 for exposures during the latter part of adult life for carcinogens that act on early stages. Therefore, the addition of this adjustment to the younger lifestages but not to the later part of the adult period could overestimate the risk of whole-life exposures. On the other hand, the 70 year "lifetime" used in estimating lifetime cancer risk does not reflect the longer lifespan of the U.S. population. Further, as noted above, the animal bioassays on which potency was based typically exclude pre-weaning dosing and sacrifice animals during their late middle-age. Use of cancer potencies calculated from standard assays can therefore understate lifetime cancer risk. The ASF calculated for carcinogens includes both inherent sensitivity of developing animals and the available time since exposure to develop cancer.

Results of OEHHA Analysis

The analyses indicate that both the prenatal and postnatal lifestages can be, but are not always, much more susceptible to developing cancer than the adult lifestage. The analyses also indicated that the ASFs for these age windows vary by chemical, gender and species.

Regarding prenatal lifestage exposure, few cases were indicative of equal inherent adult and prenatal susceptibility, with an LP ratio of unity. The LP ratio distribution was roughly bimodal, with LP ratios for several studies significantly greater than unity and several others significantly less than unity. Figure 7 below shows the ASFs from each of the prenatal multi-lifestage exposure studies, displayed as a cumulative frequency profile. The median of the prenatal ASF mixture distribution was 2.9 (see also Table 6 in Appendix J),

The modality in the prenatal LP ratio distribution was reflected in the DEN and ENU case studies, with results for DEN suggesting inherently less sensitivity than older animals from exposure *in utero*, and for ENU just the opposite. For the DEN and ENU case studies, the referent groups were juvenile rather than adult animals, and the results may have underestimated the LP ratio and ASF, to the extent that some of the apparent sensitivity for DEN and ENU in the prenatal period carries through to the juvenile period. ENU is a direct acting carcinogen that does not require metabolic activation, whereas DEN can not be metabolized to any significant extent by fetal tissues until relatively late in gestation. This may explain the lower fetal susceptibility of DEN. However, prenatal metabolic status is not the sole determinant of prenatal susceptibility; e.g., benzidine and safrole require metabolic activation and exhibit greater susceptibility from prenatal exposure.

The median of the postnatal ASF mixture distribution was 13.5 (see Table 7 in Appendix J). Figure 8 below shows the ASFs from each of the postnatal multi-lifestage exposure studies, displayed as a cumulative frequency profile. Thus, for the chemicals studied, there was generally greater susceptibility to carcinogens during the early postnatal compared to the adult period, particularly when the ASF accounts for the longer period cancer has to manifest when exposure occurs early in life. The DEN and ENU case studies also exhibited substantial extra susceptibility during the postnatal period. To summarize, for most of the carcinogens studied here, animals are inherently more sensitive in the postnatal period, as indicated by Figure 8.

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Figure 7. Prenatal ASF Cumulative Frequency Profile

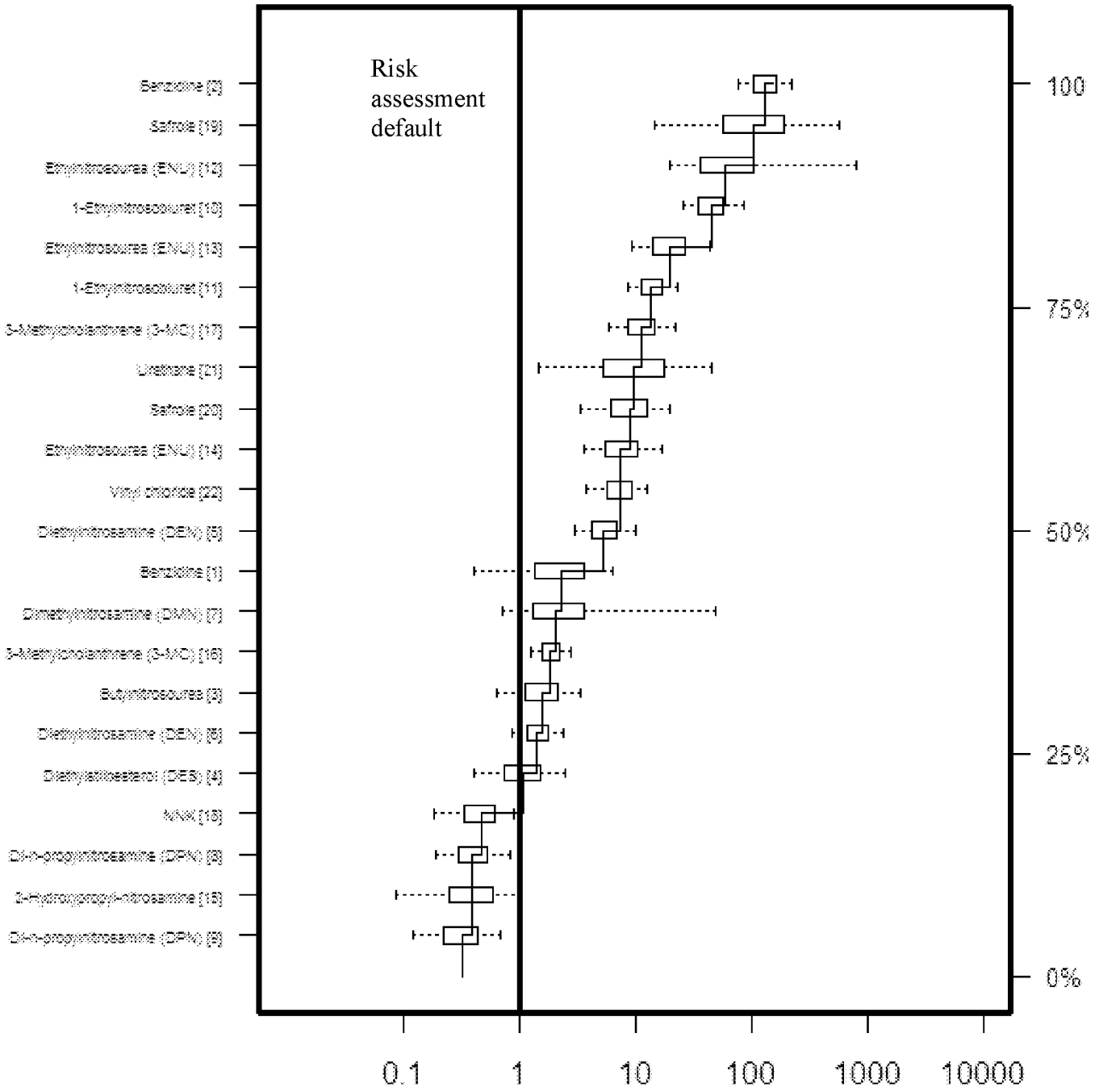

The median of the prenatal ASF mixture distribution was 2.9 (see also Table 6 in Appendix J). References are given in the legend on the next page

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Figure 7 Legend (References as in Appendix J)

1. Vesselinovitch *et al*. (1979a), mouse, B6C3F$_1$, F, day -9 to 21
2. Ibid, M, day -9 to 21
3. Zeller *et al*. (1978), rat, Sprague Dawley, M/F day -2
4. Turusov *et al*. (1992), mouse, CBA, F, day -2
5. Mohr et al. (1975), hamster, Syrian Golden, day -15 to -1
6. Mohr *et al*. (1995), hamster, Syrian Golden, F, day -3
7. Althoff *et al*. (1977), hamster, Syrian Golden, M/F, day -9 to -3
8. Ibid, day -9 to -3
9. Althoff and Grandjean (1979), hamster, Syrian Golden, F, day -9 to -3
10. Druckrey and Landschutz (1971), rat, BD IX, M/F, day -10
11. Ibid, day -3
12. Naito *et al*. (1981), rat, Wistar, day -9
13. Ibid, day -9
14. Tomatis *et al*. (1977), rat, BDVi, F, day -5
15. Althoff and Grandjean (1979), hamster, Syrian Golden, M/F, day -9 to -3
16. Tomatis *et al*. (1971), mouse, CF-1, F day -4 to -1
17. Turusov *et al*. (1973), mouse, CF-1, F, day -2
18. Anderson *et al.* (1989), mouse, C3H & B6C3 F$_1$,M/F day -8 to -4
19. Vesselnovitch *et al.* (1979a), mouse, B6C3 F$_1$, M, day -9 to -3
20. Vesselnovitch *et al.* (1979b), mouse, B6C3 F$_1$, F day -9 to -3
21. Choudari Kommineni *et al*. (1970), rat, MRC, M/F, day -4
22. Maltoni *et al.* (1981), rat, Sprague Dawley, M/F day -13 to -7

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Figure 8. Postnatal ASF Cumulative Frequency Profile

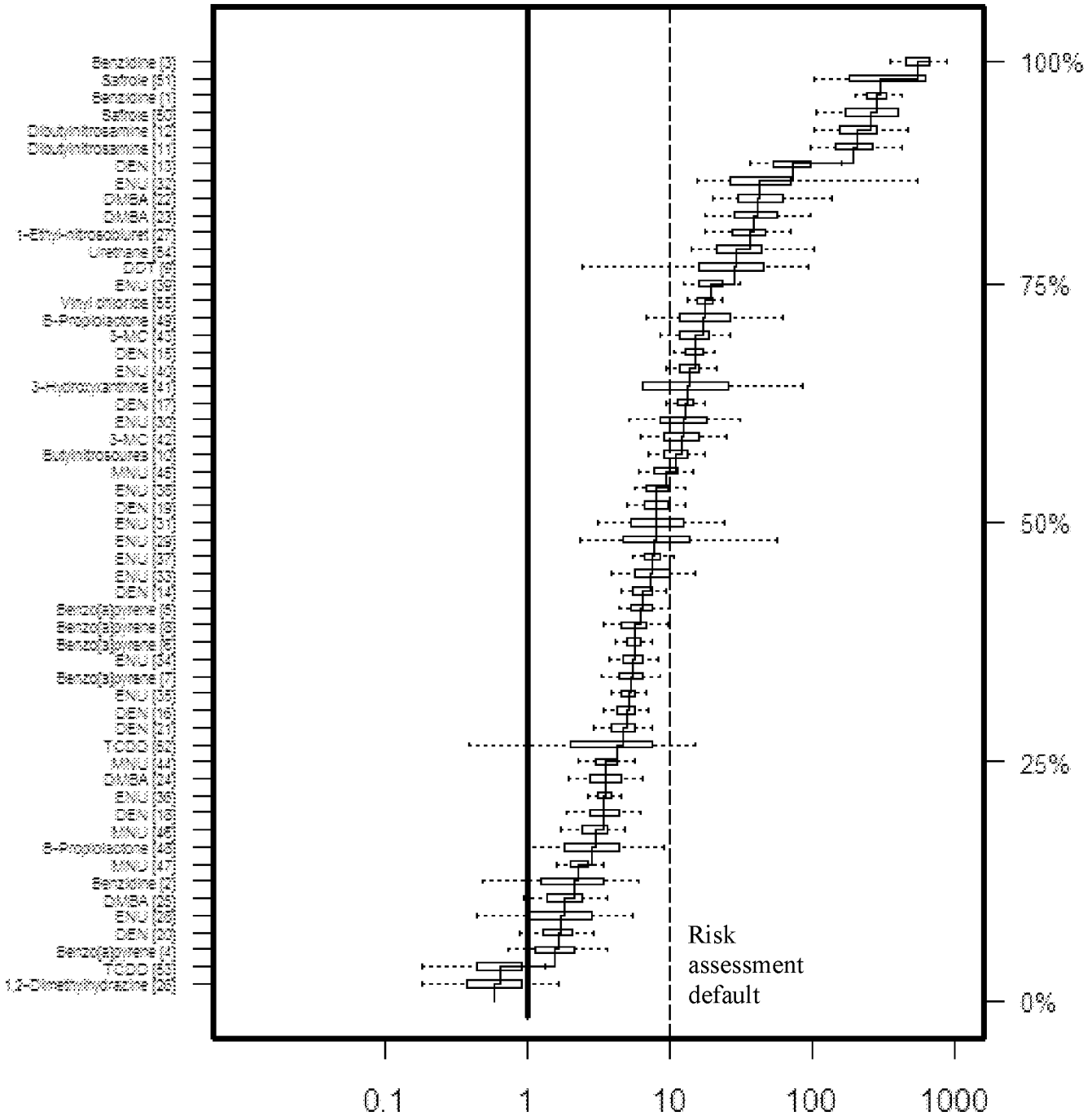

The median of the postnatal ASF mixture distribution is 13.5. The dotted line represents the default ASF for weighting risk for carcinogen exposures between birth and 2 years of age (see next section). References are given in the legend on the next page.

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Figure 8~~Figure 8Figure 8~~ Legend (References as in Appendix J)

1 Vesselinovitch *et al.* (1975b), mouse, B6C3F$_1$, M, day 7-27
2 Vesselinovitch *et al.* (1979), mouse, B6C3F$_1$, F, day 1-21
3 Ibid, M, day 1-21
4 Truhaut *et al.* (1966), mouse, swiss, M/F, day 1
5 Vesselinovitch *et al.* (1975a), mouse, B6C3F$_1$, F, day 1
6 Ibid, M, day 1
7 Ibid, C3A F$_1$, F, day 1
8 Ibid, M, day 1
9 Vesselinovitch *et al.* (1979a), mouse, B6C3F$_1$, M, day 1-28
10 Zeller *et al.* (1978), rat, Sprague Dawley, M/F, day 2
11 Wood *et al.* (1970), mouse, IF x C57, F, day 1-15
12 Ibid, M, day 1-15
13 Rao and Vesselinovitch (1973), mouse, B6C3F$_1$, M, day 15
14 Vesselinovitch *et al.* (1984), mouse, B6C3F$_1$, F, day 1
15 Ibid, M, day 1
16 Ibid, F, day 15
17 Ibid, F, day 15
18 Ibid, C3A F$_1$, F, day 1
19 Ibid, M, day 1
20 Ibid, F, day 15
21 Ibid, M, day 15
22 Meranze *et al.* (1969), rat, Fels-Wistar, F, day 10
23 Ibid, M, day 10
24 Walters (1966), mouse, BALB/c, F, day 17
25 Ibid, M, day 17
26 Martin *et al.* (1974), rat, BDIX, M/F, day 10
27 Druckrey and Landschutz (1971), rat, BDIX, M/F, day 10
28 Naito *et al.* (1985), gerbil, mongolian, F, day 1
29 Ibid, M, day 1
30 Bosch (1977), rat, WAG, F, day 8
31 Ibid, M, day 8
32 Naito *et al.* (1981), rat, Wistar, F, day 7
33 Ibid, M, day 7
34 Vesselinovitch *et al.* (1974), mouse, B6C3F$_1$, F, day 1
35 Ibid, M, day 1
36 Ibid, F, day 15
37 Ibid, M, day 15
38 Ibid, C3A F$_1$, F, day 1
39 Ibid, M, day 1
40 Ibid, M, day 15
41 Anderson *et al.* (1978), rat, Wistar, F, day 9
42 Klein (1959), mouse, A/He, F, day 8-31
43 Ibid, M, day 8-31
44 Terracini and Testa (1970), mouse, B6C3F$_1$, F, day 1
45 Ibid, M, day 1
46 Terracini *et al.* (1976), mouse, C3Hf/Dp, F, day 1
47 Ibid, M, day 1
48 Chernozemski and Warwick (1970), mouse, B6A F$_1$, F, day 9
49 Ibid, M, day 9
50 Vesselinovitch *et al.* (1979a), mouse, B6C3F$_1$, M, day 1-21
51 Vesselinovitch *et al.* (1979b), mouse, B6C3F$_1$, M, day 1-21
52 Della Porta *et al.* (1987), mouse, B6C3F$_1$, F, day 10-45
53 Ibid, M, day 10-45
54 Choudari Kommineni *et al.* (1970), rat, MRC, M/F, day 1-17
55 Maltoni *et al.* (1981), rat, Sprague Dawley, M/F, day 1-35

There were only five chemicals and seven studies, two of which were not independent, available to examine susceptibility in the juvenile period. The juvenile LP ratios indicated significantly greater susceptibility in this period for three independent studies, with the remaining studies consistent with equal inherent susceptibility to adult animals (see Figure 16 in Appendix J). Figure 9~~Figure 9Figure 9~~ below shows the ASFs from each of the juvenile multi-lifestage exposure studies, displayed as a cumulative frequency profile. The median of the juvenile ASF mixture distribution was 4.5 (see Table 8 in Appendix J) .

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Figure 9. Juvenile ASF Cumulative Frequency Profile

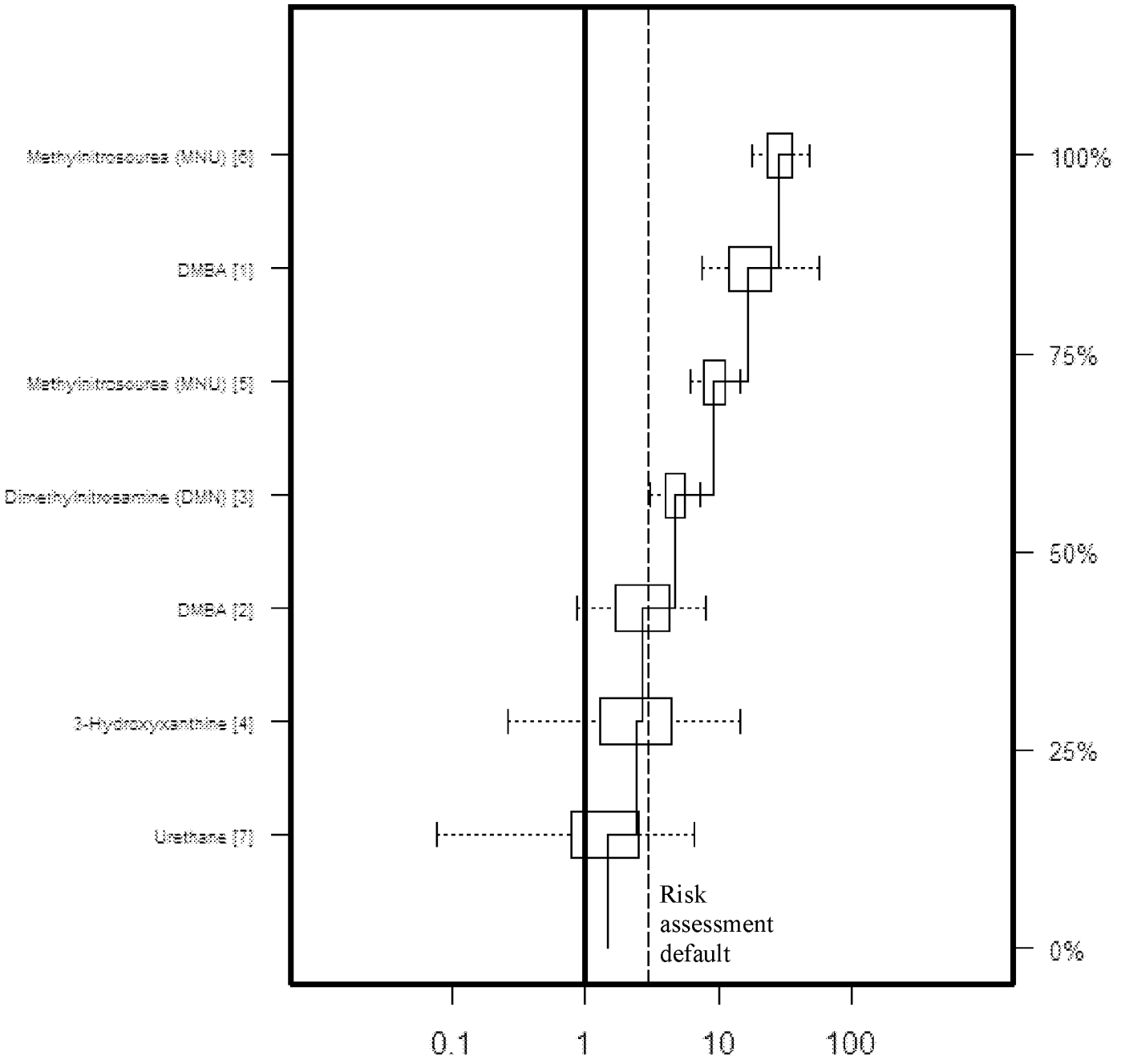

The median of the juvenile ASF mixture distribution is 4.5. The dotted line represents the default value for weighting risk from carcinogen when exposures occur between 2 and 15 years of age (see next section).

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Figure 9 Legend (References as in Appendix J)

1.Meranze *et al.* (1969), rat, Fels-Wistar, F, day 45
2. Ibid, M, day 451
3.Noronha and Goodall (1984), rat, CRL/CDF, M, day 46
4. Anderson *et al.* (1978), rat, Wistar, F, day 28
5. Grubbs *et al.* (1983), rat, Sprague Dawley, F, day 50-57
6. Ibid, M, day 50-57
7. Choudari Kommineni *et al.* (1970), rat, MRC, M/F, day 28-43

The studies that comprise the set of multi-lifestage exposure studies available for these analyses were not homogeneous. That is, they do not represent observations from the same distribution. Sensitivity analyses were conducted to test the robustness of the findings to different procedures for analyzing data and combining results. Of the methods used to combine the LC ratio distributions for underlying studies within each lifestage, the method of equally weighting studies within a chemical appeared to best represent the available data.

In calculating the ASF, to take into account the longer period of time for early carcinogen exposures to result in tumors, the hazard function was assumed to increase with the third power of age. This assumption is standard and has been borne out by a number of observations (Bailer and Portier, 1988) If the true rate of increase with age is greater than that, then the use of these ASFs may result in underestimates of the true sensitivity of these early life stages.

As the multi-lifestage exposure and case studies show, there appears to be considerable variability in age-at-exposure related susceptibility across carcinogens. There is also variability in age-at-exposure related susceptibility among studies of the same carcinogen. The sources of variability evident in the analyzed studies include timing of exposure within a given age window, and gender, strain, and species differences in tumor response. The set of studies identified and analyzed was not sufficiently robust to fully describe the variability quantitatively. This variability raises concerns that selection of the median (the 50th percentile) estimates may considerably underestimate effects for certain agents or population groups. Relatively large variability in humans in response to carcinogens is expected to be common (Finkel, 1995). On the other hand, the numbers of carcinogens represented in the available data are limited and may not be representative of the population of carcinogens to which we are exposed (e.g., greater than 500 on the Proposition 65 list alone). Thus, the size of the weighting factors used to weight risk by age at exposure is a policy decision.

Several of the carcinogens studied induced tumors at multiple sites in the same experiment, and at different sites, depending upon the lifestage during which exposure occurred. For these cases the combined multisite potency distribution referred to above was the basis for the lifestage comparison. This approach differs from other researchers investigating early vs. late in life differences who focused on tumor site-specific measures of carcinogenic activity (e.g., Barton *et al.*, 2005; Hattis *et al.*, 2004, 2005). OEHHA believes that use of combined multisite potency distributions provides a more complete approach for considering age specific differences in carcinogenic activity. However, the observation that early life is generally a period of increased susceptibility was similarly found using the tumor site-specific approach by these other researchers.

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One limitation of the approach was the focus on lifestages, without attempting to describe changes in susceptibility that occur within a lifestage. Timing of carcinogen exposure within a given age window can affect the cancer outcome. For example, experiments with 1-ethyl-1-nitroso-biuret in prenatal and adult rats showed a three-fold difference in activity between groups exposed on prenatal day -10 versus prenatal day -3. In a second example, female rats exposed early in the adult period were more than three times as sensitive to the breast cancer effects of MNU as females exposed six weeks later. In general, the adult comparison groups in the multi-lifestage exposure studies were fairly young. The extent to which this may result in an overall bias of the results presented here is unclear. Also for several cases, juvenile animals were used as the later life exposure group. In these cases the ASFs are likely underestimates of the relative sensitivity of the prenatal and postnatal lifestages, compared to that of the adult lifestage.

Excluded from the analysis were early in life studies in which the period of exposure for a specific exposure group crossed multiple lifestages. An example of results from studies of this type is provided by mouse studies for two non-genotoxic carcinogens, diphenylhydantoin (Chhabra *et al.*, 1993a) and polybrominated biphenyls (PBBs) (Chhabra *et al.*, 1993b), in which exposures began prior to conception, and continued throughout the prenatal, postnatal, and post-weaning period, up to the age of eight weeks. The data demonstrate an increased sensitivity of the early life period. Some studies that crossed multiple lifestages were included in the analyses of Barton *et al.* (2005) (Appendix I), which are consistent with the general conclusions discussed above.

Selection of Default Age-Sensitivity Factors (ASF)

Selection of appropriate values to use to weight exposures that occur early in life using default ASFs for prenatal, postnatal and juvenile exposures is complicated by the limited database of chemicals and studies available for analysis, and the broad distribution of results for different chemicals as is shown in Figure 7, Figure 8, and Figure 9~~Figure 9Figure 9~~ (see also Appendix J). In view of the variability thus shown, and the considerable uncertainty in applying conclusions from this relatively small set of chemicals to the much larger number of chemicals of concern, it is probably unreasonable to specify a default ASF with greater than half-log precision (*i.e.* values of 1, 3, 10, 30 etc.). Therefore, in the absence of chemical-specific data, OEHHA ~~will~~ proposes to apply a default ASF of 10 for ages birth to 2 years, and a factor of 3 for ages 2 through 15 years to account for potential increased sensitivity to carcinogens during childhood. A factor of 10 for postnatal exposures falls just below the median estimate of the ASF for postnatal studies. This is also the value selected by U.S. EPA; while it is consistent with the OEHHA analysis, it may underestimate risk for some chemicals. The broad distribution of observed chemical-specific sensitivity ratios clearly indicates ~~certain number of~~that there are some chemicals for which the sensitivity ratio is much larger than 10. Further research is needed to develop criteria for identifying these cases. Similarly, a factor of 3 for juvenile exposures is consistent with the range of estimates derived from the multi-lifestage exposure studies, and falls close to the median juvenile ASF estimate. It is acknowledged that there are few data available on which to base an estimate for the juvenile period. A factor of 3 adjusts for the longer time available for cancer to manifest, but may not fully account for some inherent differences in susceptibility to cancer, for example ~~those observed~~the observed susceptibility of ~~in~~ breast tissue of pubescent girls exposed to radiation. For specific carcinogens where data indicate enhanced sensitivity during lifestages other than the immediate postnatal and juvenile periods, or demonstrate ASFs

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different from the default ASFs, the chemical-specific data should be used in order to adequately protect public health.

The ASFs will be applied to all carcinogens, regardless of the theorized mode of action. While U.S. EPA currently intends to apply weighting factors only to those carcinogens with "a mutagenic mode of action"(U.S.EPA, 2005), OEHHA notes that there is evidence that early life is a susceptible time for carcinogens that are thought to act via non-mutagenic mode of action (DES is a prime example). Defining a mutagenic mode of action may be problematic if approached narrowly (ERG, 2008). Further, carcinogens may have multiple modes of action and one mode may predominant over other modes at different lifestages. The complexity of carcinogenesis argues against restricting the ASF to chemicals acting via a mutagenic mode of action.

Figure 10~~Figure 10Figure 10~~ provides a visual comparison of the ASF mixture distributions for the three early-life stages, prenatal, postnatal, and juvenile. In this figure, which is in log space, the policy choice for weighting factors of 10 for birth to age 2 years and 3 for the period of life from 2 to 15 years of age are indicated on the figure. ~~The x-axis represents the exponent (the figure is in log space).~~ It is apparent from this figure that weighting risk from exposures to carcinogens early in life is well-supported.

Figure 10. Prenatal, Postnatal, and Juvenile ASF Mixture Distributions and relation to default ASFs

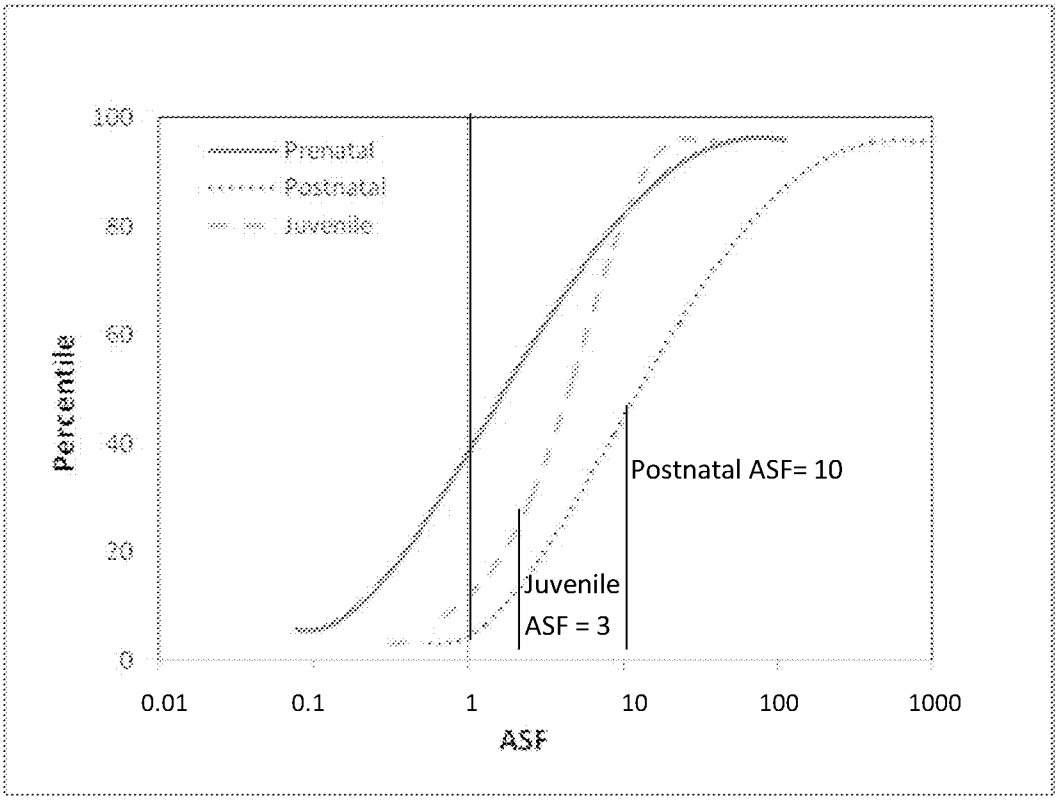

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OEHHA recognizes the limitations in the data and analyses presented, as discussed above. However, the analyses do provide some guidance on the extent risk may be over or underestimated by current approaches. While there is a great deal of variability across chemicals in the prenatal ASFs, the data indicate that the potency associated with prenatal carcinogen exposure is not zero. A factor of 3 is close to the median ASF, while a factor of 10 falls roughly at the 70th percentile of the prenatal ASF estimate. ~~This value~~An ASF could be applied as a default ~~ASF to the potency estimate~~ when calculating lifetime cancer risk in humans arising from carcinogen exposures that occur *in utero*. In view of the considerable variability in the data for different carcinogens and the limited database available for analysis, OEHHA is not ~~including~~ proposing the application of ~~this~~ a specific factor to cancer potency estimates for prenatal exposures as a default position in these Guidelines. However, given that the rodent is born at a stage of maturation similar to a third trimester fetus, it may be reasonable to include the third trimester in the potency weighting proposed for birth to age 2 years. T~~t~~he applicability of a cancer potency adjustment factor for prenatal exposure will be evaluated on a case-by-case basis, and may be used as evidence develops that supports such use. The consideration of prenatal exposures, including application of an appropriate susceptibility factor, would not make a large difference for risk estimates based on continuous lifetime exposures, due to the relatively short duration of gestation. However, risk estimates for short-term or intermittent exposures ~~might~~ would be ~~significantly~~ slightly increased by inclusion of the risks to the fetus during the prenatal period. Thus, risk may be underestimated when this lifestage is excluded from the analysis.

Age Bins for Application of ASFs

The choice of human ages to which the ASFs apply is based on toxicodynamic ~~information on functional maturation of major organ systems~~ and toxicokinetic considerations. Important toxicodynamic factors related to susceptibility to carcinogens include ~~and the concept that~~ the rate of cellular proliferation and differentiation, which is quite high during organ maturation ~~processes renders the tissue more susceptible to carcinogenesis~~. In addition, toxicokinetic differences by age are important, ~~as noted earlier,~~ due to impacts on detoxification and clearance of ~~xenobiotics~~carcinogens (see following section). ~~OEHHA's analysis of the influence of age-at-exposure on carcinogenesis broke the experimental rodent age bins~~data into age bins that we ~~termed "lifestages" into~~ including prenatal, "postnatal" (birth to weaning, about day 21) and "juvenile" (weaning to sexual maturation, or about day 22 to about day 49). Experiments were placed into the lifestage bins if exposure occurred at some time during the experimental rodent age bin. ~~The investigations of age at exposure and cancer potency used in OEHHA's analysis were all done with dissimilar protocols, and the windows of susceptibility are quite varied by chemical and organ system.~~

There is no simple way to compare the rodent age groups used in the OEHHA analysis of available data to equivalent age groups in humans. Complicating factors include variations in organ system structural and functional maturation both within and between species. Further, the rodent age bins were chosen by gross indicators of development namely birth, weaning and sexual maturation, not on the basis of known susceptibility to carcinogenesis. Thus, critical factors relating to carcinogen susceptibility by age are the focus of the choice of human age bins to which the ASFs of 10 and 3 apply, rather than an attempt at exact correlation of rodent lifestage bin with human age.

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~~The investigations of age at exposure and cancer potency used in OEHHA's analysis were~~ not conducted by standardized protocol. Further, the windows of susceptibility are quite varied by chemical and organ system, even within the lifestages defined in the OEHHA analysis. ~~Additional complications in~~ This complicates choosing a default ASF and the human age bin to which it applies ~~are associated with changes in the potency by age-at-exposure that can be large for specific chemicals~~. Examples from animal studies provided in the appendix include the chemical diethylnitrosamine (DEN). The cancer potency varied over several orders of magnitude depending on when during gestation and postnatal life the exposure occurred. While the inability to metabolize DEN in early gestation influences the carcinogenicity of the compound, it is unlikely the only explanation. Benzidine and safrole also require metabolic activation but are more potent with prenatal exposure. A three-fold difference in potency between exposure on postnatal day 3 and postnatal day 10 is noted for 1-ethyl-1-nitrosobiuret in rats. There are also human examples of extensive variation of potency by age at exposure, including radiation, DES, and chemotherapeutic agents. The diversity of responses to different agents obviously underscores uncertainty in the choice of age bins to apply the default ASFs. However, the ASFs are a ***default*** to use when you have no chemical-specific data on influence of age-at-exposure on potency in order to protect public health. There will always be specific chemical examples where the ASF for either the birth-<2 yrs or 2-<16 yrs age bin is quite a bit larger or quite a bit smaller than the default.

In the following sections, we discuss our logic in ~~choosing~~proposing age bins of birth to age <2 years, and 2 to age <16 years to which the ASFs of 10 and 3 apply, respectively, and offer risk estimate results from other possible age bins.

Toxicokinetic Factors Relevant to Age Bins

Choice of the age-bins to which the default ASFs are applied is based on our understanding of the two primary drivers of age-related sensitivity to carcinogens, namely age-related toxicokinetic factors and toxicodynamic factors. In the case of toxicokinetics, the largest postnatal differences in xenobiotic metabolic capability occur between infants and adults. As noted in OEHHA (2001) and reviewed in detail elsewhere (e.g., Cresteil et al., 1998; Ginsberg et al., 2004), hepatic drug metabolism by the cytochrome p450 family of enzymes and the Phase II conjugating enzymes undergoes a maturation process during the first few years of life. The hepatic cytochrome p450 enzymes exist in fetal isoforms at birth, and progressively change to adult isoforms at a relatively early stage of postnatal development. Thus, in humans the metabolic capability towards prototypical substrates develops over the first year of life towards adult levels. Similarly, the largest differences in metabolic capability of Phase II enzymes (conjugation of xenobiotic metabolites prior to excretion) tend to be between infants and adults. Other factors such as renal capability also are most different between neonates and adults. Thus, the first 2 years of life would encompass the increased sensitivity of early life stages due to toxicokinetic differences between early life and adulthood.

Ontogeny of cytochrome P-450 Enzymes in Humans.

Cresteil (1998) describes three groups of neonatal cytochrome P450: Cyp3A7 and Cyp4A1 present in fetal liver and active on endogenous substrates; an early neonatal group including Cyp2D6 and 2E1 which surge within hours of birth; and a later developing group, Cyp3A4,

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Cyp2Cs, and Cyp1A2. Total Cyp 3A protein, a major cytochrome p450 enzyme responsible for biotransformation of many xenobiotics, is relatively constant in neonates and adults. However, Cyp3A7 is the primary fetal form (Hakkola et al., 1998), while Cyp3A4 is the primary adult hepatic form of the 3A series. At one month there is about one-third of the Cyp3A4 activity as an adult liver (Lacroix et al., 1997; Hakkola et al., 1998). Allegaert *et al.* (2007) stated that Cyp3A4 (testosterone-6ß-hydroxylase) activity equaled or exceeded adult activity after 1 year of age. Cyp2E1, which metabolizes benzene, trichloroethylene and toluene, among others, increases gradually postnatally, reaching about one-third of adult levels by one year of age and attains adult levels by 10 years of age (Vieira et al., 1996; Cresteil, 1998). Cyp1A2, and Cyp2C9 and 2C19, the most abundant Cyp2 enzymes in adult human liver, appear in the weeks after birth, and reach 30%to 50% of adult levels at about 1 year of age (Treluyer et al., 1997; Hines and McCarver, 2002). Cyp1A1 is expressed in fetal liver where it can activate such xenobiotics as benzo[a]pyrene and aflatoxin B1 (Shimada et al., 1996), but is less important in adult liver (Hakkola et al., 1998).

Ontogeny of cytochrome P-450 Enzymes in Rodents.

Hart et al. (2009) report developmental profiles of a number of cytochrome P-450 enzymes (measured as levels of mRNA transcripts of the specific genes) in mice. They identified three groups of isoforms. Group 1 (Cyp3A16 in both sexes; Cyp3A41b in males) appeared rapidly after birth but declined to essentially zero at 15-20 days, which is the period of weaning in mice. A second group (Cyp2E1, Cyp3A11 and Cyp4A10 in both sexes; Cyp3A41b in females) also increased rapidly after birth, but reached a stable maximal level by postnatal day 5. The third group (Cyp1A2, Cyp2A4, Cyp2B10, Cyp2C29, Cyp2D22, Cyp2F2, Cyp3A13 and Cyp3A25) were expressed only at low levels until days 10 to 15, but reached high stable levels by day 20.

ElBarbry et al. (2007) examined the developmental profiles of two toxicologically significant cytochrome P-450 enzymes, Cyp1A2 and Cyp2E1 in rats. mRNA transcripts of these genes were very low postnatally, but thereafter increased to reach a peak at weaning (postnatal day 21 - 28 for rats). Immunoreactive Cyp1A2 and Cyp2E1 proteins were first detectable at postnatal day 3 and reached 50% of adult levels at weaning and adult levels at puberty. Differences in profiles between gene expression as MmRNA and appearance of specific proteins as determined by immunoassay may reflect changes in the relative importance of transcription and translation control process at various phases in development. Enzyme activities characteristic of Cyp1A2 and Cyp2E1 were found to parallel gene expression levels (ElBarbry et al., 2007) rather than immunodetectable protein levels, so there may also be issues of cross-reactivity between these two isoenzymes and others for which gene expression was not measured in these experiments.

In summary, the gene expression data in rats and mice show differences in details, but broadly resemble one another in that the main changes occur in the early postnatal period, with the major adjustments completed at or around the time of weaning, although the adult pattern may not be completely established until puberty. There do not appear to be substantive data for experimental species other than rats and mice, although the situation in humans appears similar in general outline and one may conclude that this pattern or some variant of it is a characteristic of mammalian species in general.

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Ontogeny of Phase II enzymes

Phase II conjugating enzymes are generally less active in the neonate than the adult (Milsap and Jusko, 1994). Hence, there is concern that detoxification and elimination of chemicals is slower in infants. Expression of some of the UGT enzymes matures to adult levels in two months after birth, although glucuronidation of some drugs by the UGT1A subfamily does not reach adult levels until puberty (Levy et al., 1975; Snodgrass, 1992; McCarver and Hines, 2002). Reduced glucuronidation in neonates slows the clearance of *N*-hydroxyarylamines, phenol, and benzene metabolites. Acetylation by the N-acetyltransferases and sulfation by sulfotransferases are generally somewhat comparable to adult levels, although it varies by tissue and by specific sulfotransferase (McCarver and Hines, 2002). Glutathione (GSH) sulfotransferase (GST) is present as a fetal isoform which decreases postnatally, while GST-alpha and GST-mu increase over the first few years of life to adult levels (McCarver and Hines, 2002). Epoxide hydrolase, important in detoxifying reactive epoxide metabolites, is present in neonatal liver although at much reduced activity relative to adults (McCarver and Hines, 2002).

Clearances of drugs in infants and children *vs.* adults

Several investigators have evaluated age-related drug disposition (Renwick, 1998; Renwick et al., 2000; Ginsberg et al., 2002; Hattis et al., 2003). Renwick et al. (2000) noted higher internal doses in neonates and young infants versus adults for seven drugs that are substrates for glucuronidation, one with substrate specificity for CYP1A2, and four with substrate specificity for CYP3A4 metabolism. Ginsberg et al (2002) evaluated toxicokinetic information on 45 drugs in children and adults metabolized by different cytochrome P450 pathways, Phase II conjugations, or eliminated unchanged by the kidney. These authors noted half-lives in infants 3-9-fold longer than those of adults. It was also shown that the bulk of the elevated child/adult half-life ratios occurred primarily in the 0 to 6 month age range, and that for some compounds the clearance is actually higher in the 6 month to 2 year age grouping. In evaluating the interindividual variability by age, Hattis et al (2003) note that the largest interindividual variability occurs in the youngest children, apparently due to variability in development of critical metabolism and elimination pathways. Anderson and Holford (2008) noted that a comparison of three early-life drug clearance models (surface area, allometric ¾ power and per kilogram scaling) all demonstrated an increase in clearance over the first year of life due to the maturation of metabolic capacity.

Renal elimination depends on maturity of processes related to tubular reabsorption and secretion, and glomerular filtration rates. At birth, the glomerular filtration rate (GFR) is low (2-4 ml/min), increases in the first few days (8-20 ml/min) and slowly increases to adult values in 8-12 month old infants (Plunkett et al., 1992; Kearns et al, 2003).

Newborn and young animals have less capacity to excrete chemicals into the bile than do adult animals. A number of chemicals are excreted more slowly via bile in neonates than adult rats, including ouabain, the glucuronide conjugate of sulfobromophthalein (Klaassen, 1973), and methyl mercury (Ballatori and Clarkson, 1982), resulting in a longer half-life in neonates.

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Toxicodynamic Factors Relevant to Age Bins

Important as the developmental changes in toxicokinetics are in determining sensitivity to carcinogens and other toxicants, it is likely that the toxicodynamic differences, i.e. intrinsic differences in susceptibility to carcinogenesis at the tissue or cellular level are even more influential. Changes in cell division rates and differentiation, which are thought to be important toxicodynamic determinants of susceptibility to carcinogenesis, peak in the first 2 years of life for most major organ systems. Cell division continues to accommodate growth throughout childhood and adolescence, extending in some cases even into the young adult period in both humans and experimental animals. Adolescence is an important period for organ cell division and differentiation for the mammary gland and reproductive organs.

As noted above, one of the key factors influencing susceptibility to carcinogenesis is believed to be cell division rate, which acts both by forcing error-prone repair which fixes DNA damage as mutated gene sequences (McLean et al, 1982) and by promoting expansion of mutated clones (Moolgavkar and Knudson, 1981). Actual cell division rates as a function of age are hard to determine for practical and (in the human case) ethical reasons. However, growth curves expressed as the proportional increment in body weight with time may be regarded as a reasonable although not perfect surrogate since for most tissues of the body cell size does not change markedly during growth. Both humans and rodents show remarkably high growth rates in infancy, which then drop steeply to a lower but still significant period during childhood. A growth spurt at the beginning of adolescence is noticeable in its absolute magnitude, especially in males, but does not approach the proportional growth rate seen in infancy. The time intervals proposed to reflect the period of highest sensitivity to carcinogenesis (birth to weaning, about 21 days in rodents, up to 24 months in humans) encompass the period of highest growth rate and thus is is assumed the highest cell division rates, as show in the following charts:

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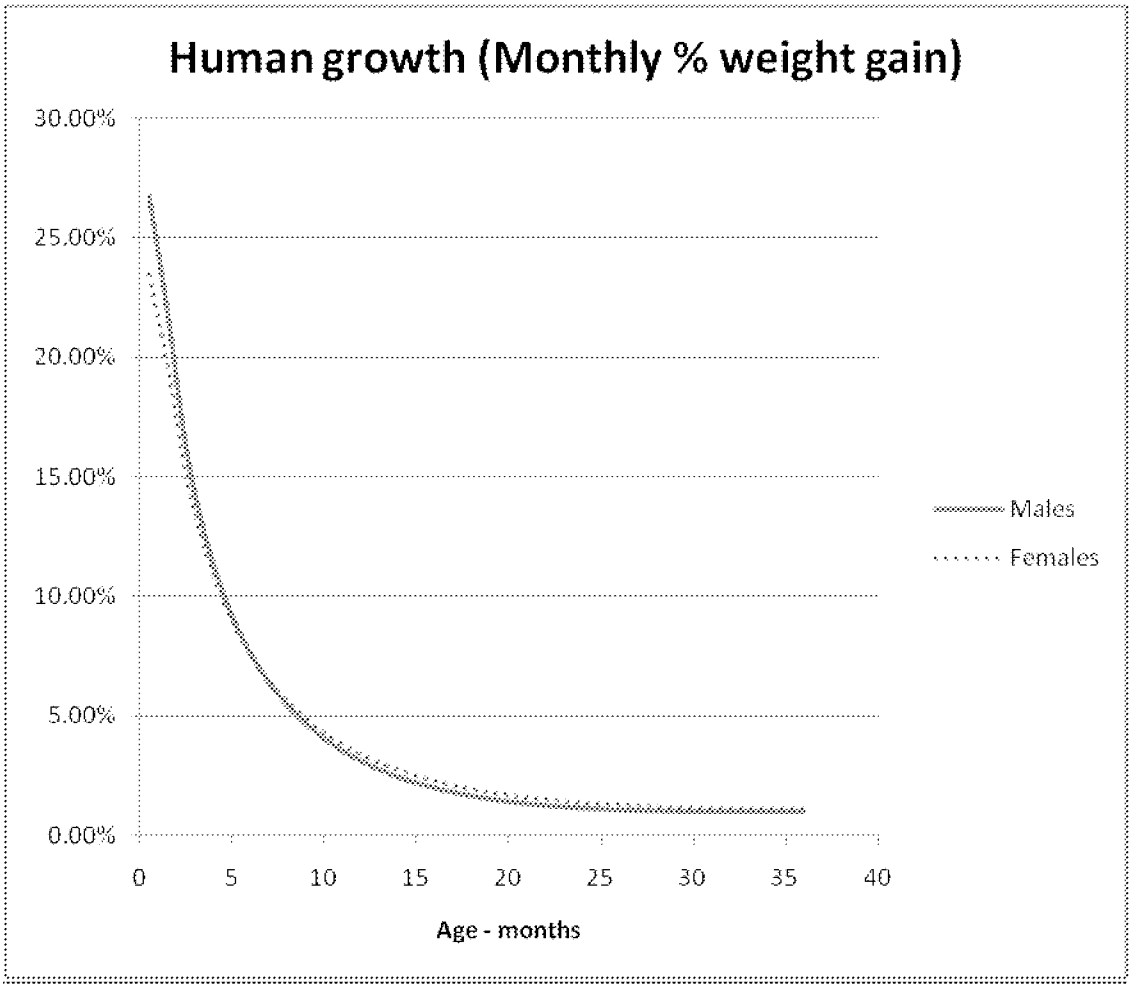

Data from CDC NHANES 2000:
http://www.cdc.gov/nchs/about/major/nhanes/growthcharts/datafiles.htm

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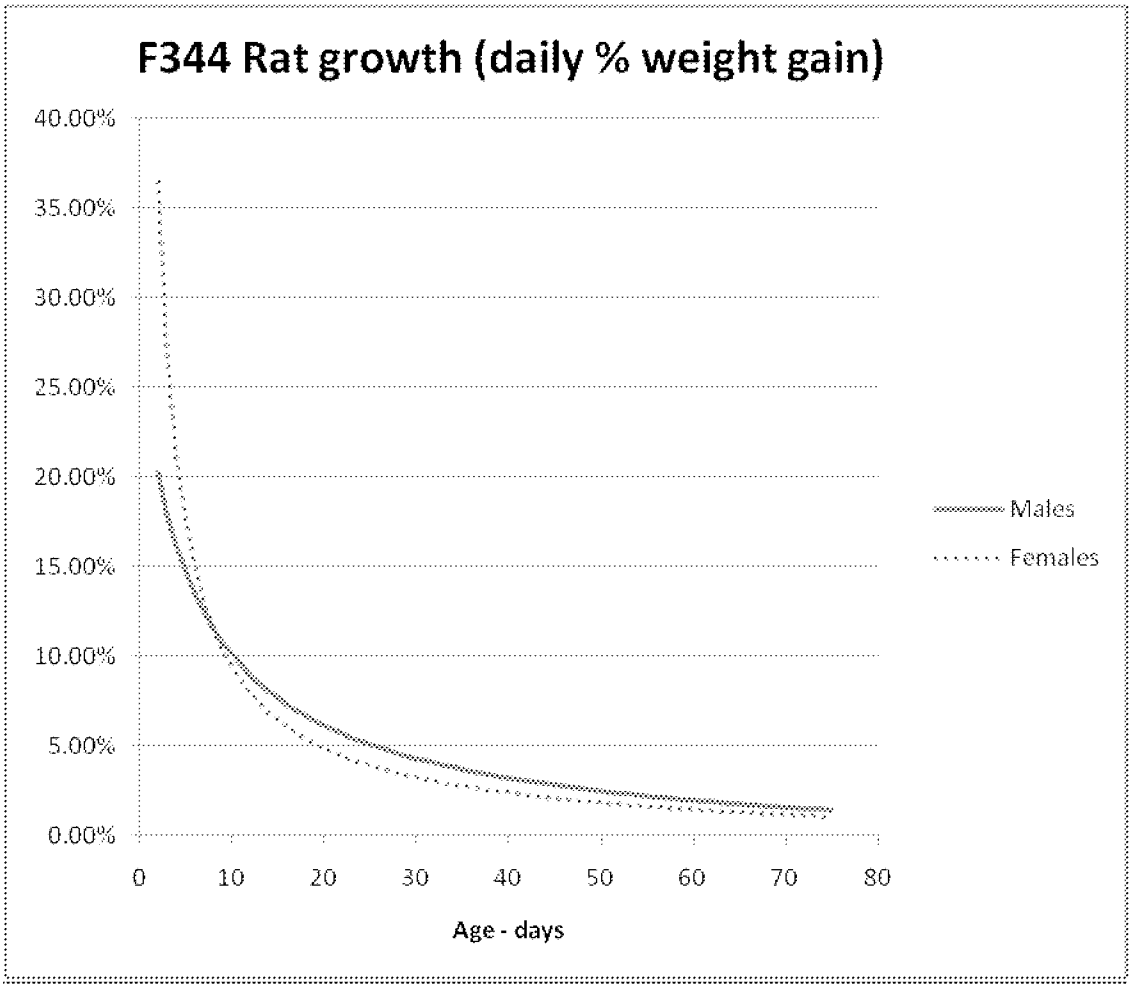

Data from Tables A3 and A4 of Appendix J

Cell division rates in adult rodents and humans are harder to relate to growth curves since at least some tissues retain active cell division as part of their ongoing functionality and repair. In humans growth in body weight slows to essentially zero at the end of adolescence (and any later increments represent tissue specific changes such as increase in muscle or adipose tissue mass rather than overall growth). On the other hand, rodents continue to increase in body size (at a modest rate compared to that seen in earlier lifestages) throughout the adult period. However, it appears reasonable to conclude from the body weight data that an essentially adult pattern of overall cell division is established by the late adolescent period (age six weeks in rodents; 16 years in humans). This clearly does not include the marked growth and increases in cell division and physiological activities seen in the reproductive system and its accessories during puberty.

Organ development

The age intervals chosen for the ASFs are generally supported by human organ system development data. Examples of supporting data are available for the lung, brain, immune system and liver. Zeltner and Burri (1987) stated that postnatal lung development consists of an alveolar stage, which lasts to about 1-1.5 years of age, and a stage of microvascular maturation, which

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exists from the first months after birth to the age of 2-3 years. Pinkerton and Joad (2006) describe alveolar proliferation as occurring most prominently in the 0-2 year age range, with alveolar expansion continuing in the 2-8 year age range. Ballinoti et al. (2008) demonstrated that addition of alveoli rather than expansion is a major mode of lung growth in infants and toddlers by measuring a constant carbon monoxide diffusion capacity to lung volume from 3 through 23 months of age. Kajekar (2007) also considered the 0-2 age range to be the primary period of alveolar development, although there is continued cellular proliferation resulting in lung growth and expansion up to approximately 18 years of age.

Rice and Barone (2000) note that most of the cell proliferation phase of human radial glia and neuronal growth is finished by 2 years of age, based on evidence in Bayer et al. (1993). They note further that numerous studies have shown actively proliferating brain regions are more susceptible to anti-mitotic agents than the same structures after active proliferation ceases. Peak brain growth as a percentage of body weight occurs at birth and around post-natal day (PND) 7-8 in humans and rats, respectively (Watson *et al.*, 2006). De Graaf-Peters and Hadders-Algra (2006) reviewed the ontogeny of the human central nervous system and found that a large amount of axon and dendrite sprouting and synapse formation and the major part of telencephalic myelination take place during the first year after birth. While the brain continues to remodel itself throughout life, cellular proliferation in the whole brain peaks by about one year of age and is relatively complete by age 2. Development of the blood-brain barrier (BBB) appears to continue in humans until approximately 6 months of age. Rat BBB functionality is essentially complete by approximately two weeks after birth (Watson *et al.*, 2006).

The immune system development occurs in stages primarily prenatally in primates and both pre- and post-natally in rodents (Dietert et al., 2000). Formation and expansion of hematopoetic stem cells is followed by expansion of lineage-specific stem cells, colonization of bone marrow and thymus, and maturation of cells to immunocompetence. In the primate, this is largely complete by 1 to 2 years of age (Holsapple et al., 2003), although establishment of immune memory develops throughout childhood and beyond. In the rodent, maturation to immunocompetence occurs postnatally from birth to about 30 days of age. In terms of carcinogenesis, perhaps one of the more important immune cells is the NK cell, thought to be responsible for immune surveillance and killing of circulating transformed cells. Based on immunohistochemistry, the principal cell lines including NK cells are present at gestation day 100 in the monkey and are at about 60% of adult values at birth (Holladay and Smialowicz, 2000).

As noted above, renal and hepatic clearance are both lower in humans at birth than in adults. Nephrogenesis is complete by 35 ~~month~~weeks gestation in humans and before birth in the mouse (but after birth in the rat). The ability to concentrate urine and the development of acid-base equilibrium ~~occur~~appear in the first few months after birth (Zoetis and Hurtt, 2003). Renal clearance of drugs, a function of a number of processes in the kidney, appears to be comparable to adults within the first few months of life (Hattis et al., 2003; Ginsberg et al., 2002) , while glomerular filtration, which rises rapidly over the first few postnatal months, is at adult values by two years of age (Zoetis and Hurtt, 2003). While complete anatomic maturity of the human liver is noted by 5 years of age (Walthall et al, 2005), liver function also appears to mature within the first year of life as seen by drug clearance studies cited above.

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Critical Windows of Susceptibility to Carcinogens

It has been shown that there are critical windows during development both pre-and postnatally where enhanced susceptibility to carcinogenesis occurs (Anderson et al, 2000). Some of these observations relate to factors affecting the incidence of cancers in childhood, resulting from prenatal or preconception mutational events. For example, prenatal exposure to ionizing radiation and DES can result in leukemia and vaginal carcinoma, respectively, in childhood. Although obviously a source of great concern, these cancers appearing during childhood are relatively rare compared to cancers appearing later in life. Thus the concern in risk assessment for early in life exposures is to address the lifetime cancer incidence as a result of these exposures, including both cancers appearing during childhood and those appearing later.

OEHHA (see Appendix J) and other investigators (U.S. EPA, 2005; Barton et al, 2005; Hattis et al., 2004) have examined the available rodent data on sensitivity to carcinogenic exposures early in life. All these investigators found substantial increases in sensitivity to carcinogens in animal studies where exposures to young animals were compared to similar exposures to adults. Hattis et al. (2004) reported maximum likelihood estimates for the ratio of carcinogenic potency during the period from birth to weaning to the adult potency of between 8.7 and 10.5, whereas Barton et al (2005) reported a weighted geometric mean of 10.4 for the ratio of juvenile (less than 6-8 weeks) to adult potency in rodents. However, the number of experiments which provide information of this type, and the carcinogenic agents which have been studied, are relatively limited. Hattis examined several different datasets and study designs, but these covered only 13 different chemicals, while Barton et al. reported analyses for six of the 18 chemicals which they examined. OEHHA's analysis included data in rodents on 23 chemicals, and found median potency ratios of 13.5 for the postnatal period (birth to day 22) and 4.5 for the juvenile period (postnatal days 22 to 49) relative to adults (day 49 to 2 years). These potency ratios include the adjustment for time to manifest tumor (e.g., age to the power of three), unlike the earlier investigations. All these investigations identified variations in the observed lifetime potency ratio depending on the type of experimental design, the sex of the animals, the time of exposure and especially between chemicals. Nevertheless these analyses, although falling far short of a comprehensive evaluation of the age dependence of carcinogenic potency for all the chemicals of interest, do show a consistent overall trend of increasing potency for exposures early in life, especially soon after birth.

An evaluation of cancer induction by ionizing radiation also provides support for the concept of enhanced sensitivity to carcinogenesis at younger ages. Various studies of this phenomenon have been undertaken in animal models, but the important point for the present discussion is that epidemiological data exist which indicate age-dependent sensitivity in humans (U.S. EPA, 1994; 1999). The most extensive data set showing age-dependent effects is that for Japanese survivors of the atomic bomb explosions at Hiroshima and Nagasaki. Analysis of these data shows linear increases in tumor incidence at a number of sites with increasing radiation dose and younger age at exposure. There are other data suggesting humans are more susceptible to chemical carcinogens when exposure occurs in childhood. These data exist for tobacco smoke (Marcus et al., 2000; Wiencke et al., 1999) and chemotherapy and radiation (Mauch et al., 1996; Swerdlow et al., 2000; Franklin et al., 2006).

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Proposed Aage bins for application of default age sensitivity factors

In developing a default science-based risk assessment policy to address this general conclusion, one key variable to define is the age interval or intervals over which age-dependent sensitivity factors should be applied. Different investigators have considered different age ranges, but in general the more sensitive period has at least been defined as including the time from birth up to mid-adolescence when the major phases of growth and hormonal change are complete. This can be somewhat consistently defined in the case of laboratory rodents whose genetic and environmental factors are relatively constant: a transition point in the range of 6 to 8 weeks is generally identified as the start of adulthood. For humans there is inevitably a lot more variation in the timing of developmental landmarks. The comparison of human development with that of rodents is complicated by the fact that the various organ systems have markedly different pre-and postnatal timetables, both between species and between organ systems. Thus there is no single timeline of developmental equivalence for humans and rodents. Nevertheless there is a general similarity for all mammals.

It is also recognized that, apart from the dramatic prenatal developmental events, the earliest postnatal stages represent the greatest differences in physiology and biochemistry from the adult. This reflectsing the immaturity of many organ systems, extremely rapid growth and the incomplete maturation of various metabolic capabilities. In animal studies, as reflected in the analysis of carcinogenesis by OEHHA, an important developmental milestone is generally identified at the time of weaning, which in rodents occurs at or about postnatal day 21.As noted earlier, the rodent age bins in OEHHA's analysis were based on gross developmental milestones (birth, weaning, sexual maturity). OEHHA's analysis of studies that included exposure sometime between birth and weaning indicated this period as having the highest sensitivity to carcinogenesis. The data for the later juvenile period (postnatal days 22 to 49) are somewhat sparse, covering only three carcinogens and only one where there are corresponding data for both infant and juvenile lifestages. However, it appears based on the overall range of potency ratios observed for the juvenile period that sensitivity to many carcinogens is elevated in this period also, but to a lesser extent than during the first 22 days. [Hattis et al. (2005) and Barton et al. (2005) report analyses for exposures at any time during the juvenile period, i.e. up to 6-8 weeks, and do not separate by additional age bins].

Weaning is not such an obvious or consistently timed transition for humans, being subject to a wide range of cultural and economic variables. However, it is generally considered that the human infant period encompasses the first two years of life. This period includes the most rapid periods of cellular division and differentiation for the major organ systems (excluding the breast and reproductive organs). Although there is linear growth between 2 and 8 years of age, the organ development is largely although not entirely complete.

Thus, considering both the development of major organ systems and the associated differences in toxicodynamic and toxicokinetic factors, OEHHA choseproposes to apply the postnatal ASF derived from rodent studies (birth to ~21 days) to the human age intervals of 1birth - <2years. Similarly, OEHHA chose to apply the "juvenile" ASF derived from rodent studies (~22- ~49 days) to the human ages 2 - <16 years. This timetable was also selected by U.S. EPA (2005) in their supplemental guidance for assessing early-life susceptibility to carcinogens. They describe their choice of critical periods as follows:

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> "The adjustments described below reflect the potential for early-life exposure to make a greater contribution to cancers appearing later in life. The 10-fold adjustment represents an approximation of the weighted geometric mean tumor incidence ratio from juvenile or adult exposures in the repeated dosing studies (see Table 8). This adjustment is applied for the first 2 years of life, when toxicokinetic and toxicodynamic differences between children and adults are greatest (Ginsberg et al., 2002; Renwick, 1998). Toxicokinetic differences from adults, which are greatest at birth, resolve by approximately 6 months to 1 year, while higher growth rates extend for longer periods. The 3-fold adjustment represents an intermediate level of adjustment that is applied after 2 years of age through <16 years of age. This upper age limit represents middle adolescence following the period of rapid developmental changes in puberty and the conclusion of growth in body height in NHANES data (Hattis et al., 2005). Efforts to map the approximate start of mouse and rat bioassays (i.e., 60 days) to equivalent ages in humans ranged from 10.6 to 15.1 years (Hattis et al., 2005)."

There is general agreement that rodents are born at a maturational stage approximately equivalent to a third trimester human fetus. Thus, there is good rationale to include the third trimester of pregnancy in the age bin for application of the ASF of 10.

While there is strong evidence that growth and therefore cell proliferation rates and cell differentiation are extremely high prior to age 2, there is still residual uncertainty with respect to the cutpoint for application of the ASFs of 10 and 3. Thus, another possible approach is to move the cut point for the application of the ASF of 10 to a later age to account for this uncertainty. We present the effect on risk estimates of varying cutpoints in Tables 2 and 3.

Special consideration of puberty

In addition to the general concerns over increased sensitivity to carcinogenesis during infancy and childhood, there are specific concerns for exposure during the period when hormonal and developmental changes associated with puberty are in process, especially for carcinogens with hormonal modes of action or with impacts on the reproductive system and its accessory organs. At puberty, there is increased development of breast and reproductive organs that clearly involves rapid cellular division and differentiation. Thus, for carcinogens that induce mammary and reproductive organ cancers, puberty represents a time of increased sensitivity. As noted in the section on Selection of Default Age-Sensitivity Factors (page 48), if the risk assessor is evaluating a chemical with the potential for more than usually enhanced potency during this period, such as those which induce mammary or reproductive organ tumors (e.g., a polycyclic aromatic hydrocarbon), then the risk assessment may use a larger ASF to calculate risk from exposure during puberty. OEHHA may recommend chemical-specific ASFs for puberty to the local air quality management districts for use in the Air Toxics Hot Spots program.

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Application of ASFs in Risk Assessment

The effect of using the proposed default ASFs in calculating cancer risk over a 70 year lifetime, and for a 9 year exposure common in the Hot Spots program risk assessments is demonstrated in Table 2 and Table 3 below. Ignoring for the moment the increased exposures to carcinogens that children experience, the effect of the weighting factors is to increase the lifetime cancer risk by about 2. For risks from shorter exposures, such as the commonly used 9 year exposure scenario, OEHHA proposes to evaluate risk starting at age 0 in the surrounding general population. The weighting factors in this case increase the risk to a larger extent. Depending on the exposure scenario, the use of age-specific distributions for uptake rates for air, food and water would also increase the risk estimates significantly independent of any application of ASFs. This is because the uptake rates for all these media per unit of body weight are higher in children and, especially, infants.

Assessing risks to short-term exposures to carcinogens involves additional uncertainties. The cancer potency factors are generally based on long-term exposures. However, in reality, the local air districts in California are frequently assessing risk from short term activities related to construction, mitigation of contaminated soils, and so forth. OEHHA recommends that when assessing such shorter term projects, the districts assume a minimum of 2 years of exposure and apply the slope factors and the 10 fold ASF to such assessments. Exposure durations longer than 2 years would use the method for the remaining years as noted above.

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Table 2. Example of default ASF use for a lifetime exposure (not adjusted for age-specific exposure)

Carcinogen Potency = 1 $(mg/kg\text{-}d)^{-1}$
Exposure = 0.0001 mg/kg-d
No consideration of differences of exposure

No adjustment: Lifetime Risk = potency × dose			Risk
70 year Lifetime risk = 1 × 0.0001			**1.0×10^{-4}**

With proposed default ASF of 10 for birth to age 2 and 3 for age 2 to 16 years: LR = Σ (potency x dose x ASF x fraction of lifetime)	ASF	Duration	Risk
R (birth to age 2 yrs)	10	2/70	0.286×10^{-4}
R (age 2 to 16 yrs)	3	13/70	0.557×10^{-4}
R (age 16 to 70 yrs)	1	55/70	0.786×10^{-4}
70 year Lifetime Risk			**1.6×10^{-4}**

With proposed default ASF of 10 for third trimester to age 2 and 3 for ages 2 to 16 years: LR = Σ (potency x dose x ASF x fraction of lifetime)	ASF	Duration	Risk
R (third trimester to age 2yrs)	10	2.25/70.25	0.320×10^{-4}
R (age 2 to age 16 yrs)	3	13/70.25	0.555×10^{-4}
R (age 16 to 70 yrs)	1	55/70.25	0.783×10^{-4}
70 year Lifetime Risk			**1.66×10^{-4}**

With proposed default ASF of 10 for birth to age 5 and 3 for the ages 5 to 16 years: LR = Σ (potency x dose x ASF x fraction of lifetime)	ASF	Duration	Risk
R (birth to age 5)	10	4/70	0.571×10^{-4}
R (age 5 to 16 yrs)	3	11/70	0.471×10^{-4}
R (age 16 to 70 yrs)	1	55/70	0.786×10^{-4}
70 year Lifetime Risk			**1.8×10^{-4}**

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Table 3. Example of default ASF use for a 9-year exposure

Carcinogen Potency = 1 $(mg/kg\text{-}d)^{-1}$
Exposure = 0.0001 mg/kg-d
No consideration of differences of exposure

No adjustment: Total Risk = potency × dose x fraction of lifetime		Duration	Risk
9-year Total Risk		9/70	**0.13×10^{-4}**
With default ASF of 10 for birth to age 2, and 3 thereafter: LR = Σ (potency x dose x ASF x fraction of lifetime)	ASF	Duration	Risk
R (birth to age 2 yrs)	10	2/70	0.286×10^{-4}
R (age 3 to 9 yrs)	3	7/70	0.300×10^{-4}
9 year Total Risk			**0.59×10^{-4}**
With default ASF of 10 for third trimester to age 2 and 3 thereafter: LR = Σ (potency x dose x ASF x fraction of lifetime)	ASF	Duration	Risk
R (third trimester to age 2yrs)	10	2.25/70.25	0.325×10^{-4}
R (age 2 to 9 yrs)	3	7/70.25	0.300×10^{-4}
9 year Total Risk			**0.625×10^{-4}**
With default ASF of 10 to age 5 and 3 thereafter: LR = Σ (potency x dose x ASF x fraction of lifetime)	ASF	Duration	Risk
R (birth to age 5 yrs)	10	4/70	0.571×10^{-4}
R (age 5 to 9 yrs)	3	5/70	0.214×10^{-4}
9 year Total Risk			**0.785×10^{-4}**

U.S.EPA Analysis of the Effect of Age at Exposure on Cancer Potency

U.S. EPA addressed the potential for increased susceptibility to cancer caused by environmental chemicals when the exposure occurs during an early lifestage in "Supplemental Guidance for Assessing Susceptibility from Early-Life Exposure to Carcinogens" (U.S. EPA, 2005b) (referred to henceforth as the Supplemental Guidance). This document is intended to be a companion to the revised "Guidelines for Carcinogen Risk Assessment" (U.S. EPA, 2005a). We present a summary of their analysis, which support the policy decision to weight cancer potency and therefore risk by age-at-exposure. As previously noted, there are several methodological differences between the U.S. EPA analysis and the OEHHA analysis. Of note, in the OEHHA analysis all treatment-related tumors that were observed in a given lifestage exposure experiment were taken into account in estimating cancer potency. Thus in comparing cancer potencies

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associated with early life vs. adult exposure, OEHHA compared the total cancer risk associated with exposure during a given lifestage, rather than comparing the risk for cancers at one single site in each lifestage, as the U.S. EPA did. In addition, the age groupings are a bit different in the U.S. EPA analysis than those used by OEHHA in their analysis (described above). For example, prenatal (*in utero*) exposures were not part of the analysis performed by U.S. EPA, and that Agency's analyses did not distinguish between postnatal and juvenile exposures.

U.S. EPA oral exposure cancer risk methodology relies on estimation of the lifetime average daily dose, which can account for exposure factor differences between adults and children (e.g. eating habits and body weight). However, early lifestage susceptibility differences have not been taken into consideration when cancer potency factors were calculated. The Supplemental Guidance document focused on studies that define the potential duration and degree of increased susceptibility that may arise from early-life exposures. An analysis of those studies including a detailed description of the procedures used was published in Barton *et al.* (2005) (included as Appendix I). The criteria used to decide if a study could be included in the quantitative analysis are as follows (excerpted from U.S. EPA, 2005b):

1. Exposure groups at different post-natal ages in the same study or same laboratory, if not concurrent (to control for a large number of potential cross-laboratory experimental variables including pathological examinations),
2. Same strain/species (to eliminate strain-specific responses confounding age-dependent responses),
3. Approximately the same dose within the limits of diets and drinking water intakes that obviously can vary with age (to eliminate dose-dependent responses confounding age-dependent responses),
4. Similar latency period following exposures of different ages (to control for confounding latency period for tumor expression with age-dependent responses), arising from sacrifice at >1 year for all groups exposed at different ages, where early-life exposure can occur up to about 7 weeks. Variations of around 10 to 20% in latency period are acceptable,
5. Postnatal exposure for juvenile rats and mice at ages younger than the standard 6 to 8 week start for bioassays; prenatal (*in utero*) exposures are not part of the current analysis. Studies that have postnatal exposure were included (without adjustment) even if they also involved prenatal exposure,
6. "Adult" rats and mice exposure beginning at approximately 6 to 8 weeks old or older, i.e. comparable to the age at initiation of a standard cancer bioassay (McConnell, 1992). Studies with animals only at young ages do not provide appropriate comparisons to evaluate age-dependency of response (e.g., the many neonatal mouse cancer studies). Studies in other species were used as supporting evidence, because they are relatively rare and the determination of the appropriate comparison ages across species is not simple, and
7. Number of affected animals and total number of animals examined are available or reasonably reconstructed for control, young, and adult groups (i.e., studies reporting only percent response or not including a control group would be excluded unless a reasonable estimate of historical background for the strain was obtainable).

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Cancer potencies were estimated from a one-hit model (a restricted form of the Weibull time-to-tumor model), which estimates cumulative incidence for tumor onset. U.S. EPA (2005b) compared the estimated ratio of the cancer potency from early-life exposure to the estimated cancer potency from adult exposure. The general form of the equation for the tumor incidence at a particular dose, [P(dose)] is:

$$P(dose) = 1-[1-P(0)]\exp(-\text{cancer potency}*\text{dose})$$

where P(0) is the incidence of the tumor in controls. The ratio of juvenile to adult cancer potencies at a single site were calculated by fitting this model to the data for each age group. The model fit depended upon the design of the experiment that generated the data. Studies evaluated by U.S. EPA had two basic design types: experiments in which animals were exposed either as juveniles or as adults (with either a single or multiple dose in each period), and experiments in which exposure began either in the juvenile or in the adult period, but once started, continued through life.

The model equations for the first study type are:

$$P_A = P_0 + (1-P_0)\,(1-e^{-m_A \delta_A})$$

$$P_J = P_0 + (1-P_0)\,(1-e^{-m_A e^{\lambda} \delta_J})$$

where A and J refer to the adult and juvenile period, respectively, λ is the natural logarithm of the juvenile:adult cancer potency ratio, P_0 is the fraction of control animals with the particular tumor type being modeled, P_x is the fraction of animals exposed in age period x with the tumor, m_A is the cancer potency, and δ_x is the duration or number of exposures during age period x.

The goal of the model is to determine λ, which is the logarithm of the estimated ratio of juvenile to adult cancer potencies. This serves as a measure of potential susceptibility for early-life exposure.

For the second study type, the model equations take into account that exposures that were initiated in the juvenile period continue through the adult period. The model equations for the fraction of animals exposed only as adults with tumors in this design are the same as in the first study type, but the fraction of animals whose first exposure occurred in the juvenile period is:

$$P_J = P_0 + (1-P_0)\,(1-e^{-m_A e^{\lambda}(\delta_J - \delta_A) - m_A \delta_A})$$

δ_J includes the duration of exposure during the juvenile period and the subsequent adult period.

Parameters in these models were estimated using Bayesian methods and all inferences about the ratios were based on the marginal posterior distribution of λ. A complete description of these procedures (including the potential effect of alternative Bayesian priors that were examined) was published in Barton *et al.* (2005) (Appendix I). This method produced a posterior mean ratio of the early-life to adult cancer potency, which is an estimate of the potential susceptibility of early-life exposure to carcinogens. Ratios of greater or less than one indicate greater or less susceptibility from early-life exposure, respectively.

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U.S. EPA reviewed several hundred studies reporting information on 67 chemicals or complex mixtures that are carcinogenic via perinatal exposure. Eighteen chemicals were identified which had animal study designs involving early-life and adult exposures in the same experiment. Of those 18 chemicals, there were overlapping subsets of 11 chemicals involving repeated exposures during early postnatal and adult lifestages and 8 chemicals using acute exposures (usually single doses) at different ages. Those chemicals are listed in Table 4~~Table 4Table 4~~.

Table 4 Chemicals having animal cancer study data available with early-life and adult exposures in the same experiment.

Chemical	Study Type
Amitrole	repeat dosing
Benzidine	repeat dosing
Benzo[a]pyrene (BaP)	acute exposure
Dibenzanthracene (DBA)	acute exposure
Dichlorodiphenyltrichloroethane (DDT)	lifetime exposure, repeat dosing
Dieldrin	lifetime exposure, repeat dosing
Diethylnitrosamine (DEN)	acute exposure, lifetime exposure
Dimethylbenz[a]anthracene (DMBA)	acute exposure
Dimethylnitrosamine (DMN)	acute exposure
Diphenylhydantoin, 5,5-(DPH)	lifetime exposure, repeat dosing
Ethylnitrosourea (ENU)	acute exposure
Ethylene thiourea (ETU)	lifetime exposure, repeat dosing
3-Methylcholanthrene (3-MC)	repeat dosing
Methylnitrosourea (NMU)	acute exposure
Polybrominated biphenyls (PBBs)	lifetime exposure, repeat dosing
Safrole	lifetime exposure, repeat dosing
Urethane	acute exposure, lifetime exposure
Vinyl chloride (VC)	repeat dosing

U.S. EPA calculated the difference in susceptibility between early-life and adult exposure as the estimated ratio of cancer potency at specific sites from early-life exposure over the cancer potency from adult exposure for each of the studies that were determined qualitatively to have appropriate study designs and adequate data. The results were grouped into four categories: 1) mutagenic chemicals administered by a chronic dosing regimen to adults and repeated dosing in the early postnatal period (benzidine, diethylnitrosamine, 3-methylcholanthrene, safrole, urethane and vinyl chloride); 2) chemicals without positive mutagenicity data administered by a chronic dosing regimen to adults and repeated dosing in the early postnatal period (amitrole, dichlorodiphenyltrichloroethane (DDT), dieldrin, ethylene thiourea, diphenylhydantoin, polybrominated biphenyls); 3) mutagenic chemicals administered by an acute dosing regimen

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(benzo[*a*]pyrene, dibenzanthracene, diethylnitrosamine, dimethylbenzanthracene, dimethylnitrosamine, ethylnitrosourea, methylnitrosourea and urethane); 4) chemicals with or without positive mutagenicity data with chronic adult dosing and repeated early postnatal dosing.

The acute dosing animal cancer studies were considered qualitatively useful by U.S. EPA because they involve identical exposures with defined doses and time periods demonstrating that differential tumor incidences arise exclusively from age-dependent susceptibility. However, they were not used to derive a quantitative cancer potency factor age adjustment, primarily because most of the studies used subcutaneous or intraperitoneal injection as a route of exposure. These methods have not been considered quantitatively relevant routes of environmental exposure for human cancer risk assessment by U.S. EPA, for reasons including the fact that these routes of exposure are expected to have a partial or complete absence of first pass metabolism which could affect potency estimates. Additionally, U.S. EPA decided that cancer potency estimates are usually derived from chronic exposures, and therefore, any adjustment to those potencies should be from similar exposures.

The repeated dosing studies with mutagenic chemicals using exposures during early postnatal and adult lifestages were used to develop a quantitative cancer potency factor age adjustment. Studies with repeated early postnatal exposure were included in the analysis even if they also involved earlier maternal and/or prenatal exposure, while studies addressing only prenatal exposure were not used in the analysis. The weighted geometric mean susceptibility ratio (juvenile to adult) for repeated and lifetime exposures in this case was 10.4 (range 0.12 – 111, 42% of ratios greater than 1).

USEPA suggests the use of age-dependent-adjustment factors (ADAF) for chemicals acting through a mutagenic mode of action., based on the results of the preceding analysis, which concluded that cancer risks generally are higher from early-life exposure than from similar exposure doses and durations later in life:

1. For exposures before 2 years of age (i.e., spanning a 2-year time interval from the first day of birth until a child's second birthday), a 10-fold ADAF.

2. For exposures between 2 and <16 years of age (i.e., spanning a 14-year time interval from a child's second birthday until their sixteenth birthday), a 3-fold ADAF.

3. For exposures after turning 16 years of age, no adjustment (ADAF=1).

The ADAF of 10 used for the 0 – 2 years of age range is approximately the weighted geometric mean cancer potency ratio from juvenile versus adult exposures in the repeated dosing studies. U.S. EPA considered this period to display the greatest toxicokinetic and toxicodynamic differences between children and adults. Data were not available to calculate a specific dose-response adjustment factor for the 2 to <16-year age range, so EPA selected an ADAF of 3 because it was half the logarithmic scale difference between the 10-fold adjustment for the first two years of life and no adjustment (*i.e.*, 1-fold) for adult exposure. The ADAF of 3 represents an intermediate level of adjustment applied after 2 years of age through <16 years of age. The upper age limit (16 years of age) reflects the end of puberty and the attainment of a final body height. U.S. EPA recognizes that the use of a weighted geometric mean of the available study

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data to develop an ADAF for cancer potencies may either overestimate or underestimate the actual early-life cancer potency for specific chemicals, and therefore emphasizes in the Supplemental Guidance that chemical-specific data should be used in preference to these default adjustment factors whenever such data are available.

U.S. EPA is recommending the ADAFs described above only for mutagenic carcinogens, because the data for non-mutagenic carcinogens were considered to be too limited and the modes of action too diverse to use this as a category for which a general default adjustment factor approach can be applied. OEHHA considers this approach to be insufficiently health protective. There is no obvious reason to suppose that the toxicokinetics of non-mutagens would be systematically different from those of mutagens. It would also be inappropriate to assume by default that non-mutagenic carcinogens are assumed to need a toxicodynamic correction factor of 1. Most if not all of the factors that make individuals exposed to carcinogens during an early-lifestage potentially more susceptible than those individuals exposed during adulthood also apply to non-mutagenic carcinogen exposures (*e.g.*, rapid growth and development of target tissues, potentially greater sensitivity to hormonal carcinogens, differences in metabolism). It should also be noted that carcinogens that do not cause gene mutations may still be genotoxic by virtue of causing chromosomal damage. Additionally, many carcinogens do not have adequate data available for deciding on a specific mode of action, or do not necessarily have a single mode of action. For these reasons, OEHHA will apply the default cancer potency factor age adjustments described above to all carcinogens unless data are available which allow for the development of chemical-specific cancer potency factor age adjustments. In those cases, an agent-specific model of age dependence (based on observational or experimental data) might be used, or alternative (larger or smaller) adjustment factors and age ranges may be applied where understanding of the mechanism of action and target tissues makes this appropriate.

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Other Source Documents for Cancer Risk Assessment Guidance

As noted previously, the cancer potencies and unit risks tabulated in this technical support document have been developed by various programs over a number of years. The methods used therefore necessarily varied according to the date of the assessment and the program responsible. The following section summarizes the sources and procedures most commonly applied, and their historical context where this is apposite.

United States Environmental Protection Agency (U.S. EPA)

The U.S. EPA was one of the first regulatory agencies to develop and apply cancer risk assessment methodology. Their guidance documents and technical publications have been influential for many programs, including the California Air Toxics (Toxic Air Contaminants and Hot Spots) programs.

Guidelines for Carcinogen Risk Assessment (U.S. EPA, 1986)

Prior to the more recent guidelines updating project which, after nearly ten years of internal and public review drafts culminated in the 2005 final revision (see below), U.S. EPA carcinogen risk assessment procedures were generally as described in Anderson *et al.* (1983) and "Guidelines for Carcinogen Risk Assessment" (U.S. EPA, 1986). These methods, which are outlined below, were used to calculate the Integrated Risk Information System (IRIS) cancer potency values, some of which are cited in this document. U.S. EPA has always indicated that cancer risk estimates based on adequate human epidemiologic data are preferred if available over estimates based on animal data. Although the newer guidelines offer alternative methods for dose-response analysis of animal bioassays, and updated consideration of specific topics such as lifestage-related differences in sensitivity, and mechanism of action for some types of carcinogen, the underlying principles, and many of the specific procedures developed in these original guidelines are still applicable and in use.

U.S. EPA Calculation of Carcinogenic Potency Based on Animal Data

In extrapolating low-dose human cancer risk from animal carcinogenicity data, it is generally assumed that most agents that cause cancer also damage DNA, and that the quantal type of biological response characteristic of mutagenesis is associated with a linear non-threshold dose-response relationship. U.S. EPA stated that the risk assessments made with this model should be regarded as conservative, representing the most plausible upper limit for the risk. The mathematical expression used by U.S. EPA in the 1986 guidelines to describe the linear non-threshold dose-response relationship at low doses is the linearized multistage procedure developed by Crump (1980). This model is capable of fitting almost any monotonically increasing dose-response data, and incorporates a procedure for estimating the largest possible linear slope at low extrapolated doses that is consistent with the data at all experimental dose levels. A description of the linearized multistage procedure has been provided above (page 292928). U.S. EPA used an updated version (GLOBAL86, Howe *et al.*, 1986) of the computer program GLOBAL79 developed by Crump and Watson (1979) to calculate the point estimate and the 95% upper confidence limit of the extra risk $A(d)$.

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U.S. EPA separated tumor incidence data according to organ sites or tumor types. The incidence of benign and malignant tumors was combined whenever scientifically defensible. U.S. EPA considered this incidence combination scientifically defensible unless the benign tumors are not considered to have the potential to progress to the associated malignancies of the same histogenic origin. The primary comparison in carcinogenicity evaluation is tumor response in dosed animals as compared to contemporary matched control animals. However, U.S. EPA stated that historical control data could be used along with concurrent control data in the evaluation of carcinogenic responses, and notes that for the evaluation of rare tumors, even small tumor responses may be significant compared to historical data. If several data sets (dose and tumor incidence) are available (different animal species, strains, sexes, exposure levels, exposure routes) for a particular chemical, the data set used in the model was the set where the incidence is statistically significantly higher than the control for at least one test dose level and/or where the tumor incidence rate shows a statistically significant trend with respect to dose level. The data set generating the highest lifetime cancer risk estimate (q_1^*) was chosen where appropriate. An example of an inappropriate data set would be a set which generates an artifactually high risk estimate because of a very small number of animals used. If there are 2 or more data sets of comparable size for a particular chemical that are identical with respect to species, strain, sex and tumor sites, the geometric mean of q_1^* estimated from each of those data sets was used for risk estimation. U.S. EPA assumed that mg/surface area/day is an equivalent dose between species. Surface area was further assumed to be proportional to the 2/3 power of the weight of the animal in question. Equivalent dose was therefore computed using the following relationship:

$$\mathrm{d} = \frac{l_e * m}{L_e * W^{2/3}}$$

where L_e = experimental duration, l_e = exposure duration, m = average dose (mg/day) and W = average animal weight. Default average body weights for humans, rats and mice are 70, 0.35 and 0.03 kg, respectively.

Exposure data expressed as ppm in the diet were generally converted to mg/day using the relationship m = ppm * F * r, where ppm is parts per million of the chemical in the diet, F is the weight of the food consumed per day in kg, and r is the absorption fraction (assumed to be 1 in the absence of data indicating otherwise). The weight of food consumed, calories required, and animal surface area were generally all considered to be proportional to the 2/3 power of the animal weight, so:

$$m \quad \text{ppm} * W^{2/3} * r, \text{ or } \quad \frac{m}{rW^{2/3}} \quad \text{ppm}$$

The relationship could lead to the assumption that dietary ppm is an equivalent exposure between species. However, U.S. EPA did not believe that this assumption is justified, since the calories/kg food consumed by humans is significantly different from that consumed by laboratory animals (primarily due to differences in moisture content). An empirically derived food factor, $f = F/W$ was used, which is the fraction of a species' body weight consumed per day as food. U.S. EPA (1986) gave the f values for humans, rats and mice as 0.028, 0.05 and 0.13, respectively.

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Dietary exposures expressed as concentrations in ppm were converted to mg/surface area using the following relationship:

$$\frac{m}{r * W^{2/3}} = \frac{\text{ppm} * F}{W^{2/3}} = \frac{\text{ppm} * f * W}{W^{2/3}} = \text{ppm} * f * W^{2/3}$$

Exposures expressed as mg/kg/day ($m/Wr = s$) were converted to mg/surface area using the relationship:

$$\frac{m}{rW^{2/3}} = s * W^{2/3}$$

The calculation of dose when exposure is via inhalation was performed for cases where 1) the chemical is either a completely water-soluble gas or aerosol and is absorbed proportionally to the amount of inspired air, or 2) where the chemical is a partly water-soluble gas which reaches an equilibrium between the inspired air and body compartments. After equilibrium is attained, the rate of absorption is proportional to metabolic rate, which is proportional to the rate of oxygen consumption, which is related to surface area.

Exposure expressed as mg/day to completely water-soluble gas or aerosols can be calculated using the expression $m = I * v * r$, where I is the inspiration rate/day in m^3, v is the concentration of the chemical in air (mg/m^3), and r is the absorption fraction (assumed to be the same for all species in the absence of data to the contrary; usually 1). For humans, the default inspiration rate of 20 m^3 has been adopted. Inspiration rates for 113 g rats and 25 g mice have been reported to be 105 and 34.5 liters/day, respectively. Surface area proportionality can be used to determine inspiration rate for rats and mice of other weights; for mice, $I = 0.0345\ (W / 0.025)^{2/3}\ m^3/day$; for rats, $I = 0.105\ (W / 0.113)^{2/3}\ m^3/day$. The empirical factors for air intake/kg/day (i) for humans, rats and mice are 0.29, 0.64 and 1.3, respectively. Equivalent exposures in mg/surface area can be calculated using the relationship:

$$\frac{m}{W^{2/3}} = \frac{Ivr}{W^{2/3}} = \frac{iWvr}{W^{2/3}} = iW^{1/3}vr$$

Exposure expressed as mg/day to partly water-soluble gases is proportional to surface area and to the solubility of the gas in body fluids (expressed as an absorption coefficient r for that gas). Equivalent exposures in mg/surface area can be calculated using the relationships $m = kW^{2/3} * v * r$, and $d = m/W^{2/3} = kvr$. The further assumption is made that in the case of route-to-route extrapolations (e.g., where animal exposure is via the oral route, and human exposure is via inhalation, or vice versa), unless pharmacokinetic data to the contrary exist, absorption is equal by either exposure route.

Adjustments were made for experimental exposure durations shorter than the lifetime of the test animal; the slope q_1^* was increased by the factor $(L/L_e)^3$, where L is the normal lifespan of the experimental animal and L_e is the duration of the experiment. This assumed that if the average dose d is continued, the age-specific rate of cancer will continue to increase as a constant function of the background rate. Since age-specific rates for humans increase by at least the 2nd power of the age, and often by a considerably higher power (Doll, 1971), there is an expectation

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that the cumulative tumor rate, and therefore q_1^*, will increase by at least the 3rd power of age. If the slope q_1^* is calculated at age L_e, it would be expected that if the experiment was continued for the full lifespan L at the same average dose, the slope q_1^* would have been increased by at least $(L/L_e)^3$.

U.S. EPA Calculation of Carcinogenic Potency Based on Human Data

U.S. EPA stated that existing human epidemiologic studies with sufficiently valid exposure characterization are always used in evaluating the cancer potency of a chemical. If they showed a carcinogenic effect, the data were analyzed to provide an estimate of the linear dependence of cancer rates on lifetime cancer dose (equivalent to the factor q_1^*). If no carcinogenic effect was demonstrated and carcinogenicity had been demonstrated in animals, then it was assumed that a risk does exist, but it is smaller than could have been observed in the epidemiologic study. An upper limit of cancer incidence was calculated assuming that the true incidence is just below the level of detection in the cohort studied, which is largely determined by the cohort size. Whenever possible, human data are used in preference to animal data. In human epidemiologic studies, the response is measured as the relative risk of the exposed cohort of individuals compared to the control group. The excess risk ($R(X)$ - 1, where $R(X)$ is relative risk) was assumed to be proportional to the lifetime average exposure X, and to be the same for all ages. The carcinogenic potency is then equal to $[R(X) - 1]/X$ multiplied by the lifetime risk at that site in the general population. According to this original procedure, the confidence limit for the excess risk was not usually calculated: this decision was ascribed to the difficulty in accounting for inherent uncertainty in the exposure and cancer response data. More recent assessments have taken the opposite view and attempted to calculate and characterize this uncertainty by determining confidence limits, *inter alia*.

Guidelines for Carcinogen Risk Assessment (U.S. EPA, 2005a)

U.S. EPA revised its "Guidelines for Carcinogen Risk Assessment" (referred to henceforth as the "U.S. EPA Guidelines") in 2005. Compared to the 1986 version of this document, more emphasis is placed on establishing a "mode of action" (MOA). The following excerpt provides a definition of this term:

> "The term "mode of action" is defined as a sequence of key events and processes, starting with interaction of an agent with a cell, proceeding through operational and anatomical changes, and resulting in cancer formation. A "key event" is an empirically observable precursor step that is itself a necessary element of the mode of action or is a biologically based marker for such an element. Mode of action is contrasted with "mechanism of action," which implies a more detailed understanding and description of events, often at the molecular level, than is meant by mode of action".

Cancer risk assessments performed under the prior U.S. EPA Guidelines sometimes included a MOA description. However, the 1986 U.S. EPA Guidelines did not explicitly mandate the development of a MOA description in cancer risk assessments.

The MOA information is then used to govern how a cancer risk assessment shall proceed. Tumor incidence data sets arising from a MOA judged to be not relevant to humans are not used

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to extrapolate a cancer potency factor. If an MOA cannot be determined or is determined to have a low-dose linear dose-response and a nonmutagenic MOA, then a linear extrapolation method is used to develop a cancer potency factor. The same linear extrapolation is used for all lifestages, unless chemical specific information on lifestage or population sensitivity is available. Carcinogens that act via an MOA judged to have a nonlinear low-dose dose response are modeled using MOA data, or the RfD/RfC risk assessment method is used as a default. Adjustments for susceptible lifestages or populations are to be performed as part of the risk assessment process.

If a carcinogen is deemed to act via a mutagenic MOA, then the data from the MOA analysis is evaluated to determine if chemical-specific differences between adults and juveniles exist and can be used to develop a chemical-specific risk estimate incorporating lifestage susceptibility. If this cannot be done, then early-life susceptibility is assumed, and age-dependent adjustment factors (ADAFs) are applied as appropriate to develop risk estimates. In cases where it is not possible to develop a toxicokinetic model to perform cross-species scaling of animal tumor data sets which arise from oral exposures, the U.S. EPA Guidelines state that administered doses should be scaled from animals to humans on the basis of equivalence of $mg/kg^{3/4}$-d (milligrams of the agent normalized by the 3/4 power of body weight per day). This is a departure from the 1986 U.S. EPA guidelines, which used a 2/3 power of body weight normalization factor. Other adjustments for dose timing, duration and route are generally assumed to be handled in similar fashion to that described for the 1986 guidelines, although of course updated parameter values would be used where available.

The 2005 U.S. EPA Guidelines also use benchmark dose methodology (described above, page 27) to develop a "point-of departure" (POD) from tumor incidence data. For linear extrapolation, the POD is used to calculate a cancer potency factor, and for nonlinear extrapolation the POD is used in the calculation of a reference dose (RfD) or reference concentration (RfC).

It should be noted that none of the cancer potency factors listed in this document were obtained from U.S. EPA risk assessments performed under the 2005 U.S. EPA Guidelines. All U.S. EPA IRIS cancer potency values contained in this document were obtained from risk assessments using the 1986 U.S. EPA Guidelines.

Office of Environmental Health Hazard Assessment (OEHHA), California Environmental Protection Agency

The cancer risk assessment procedures originally used by the Office of Environmental Health Hazard Assessment (OEHHA) are outlined in "Guidelines for Chemical Carcinogen Risk Assessments and their Scientific Rationale" (referred to below as the Guidelines) (CDHS, 1985). These procedures were generally used in generating Toxic Air Contaminant (TAC) cancer potency values, standard Proposition 65 cancer potency values and Public Health Goal (PHG) cancer potency values. Expedited Proposition 65 cancer potency values depart somewhat from those procedures and are discussed separately below.

OEHHA cancer risk assessment methodology as described by CDHS (1985) generally resembled that used at that time by U.S. EPA (Anderson *et al.*, 1983; U.S. EPA, 1986). OEHHA risk

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assessment practice similarly reflects the evolution of the technical methodology (e.g. as described in U.S. EPA, 2005a) since the original guidelines were published. The basic principles and procedures described below are still considered applicable. More recent additions to OEHHA cancer risk assessment methods such as the use of benchmark dose methodologies and early-lifestage cancer potency adjustments are discussed above. The Guidelines state that both animal and human data, when available, should be part of the dose-response assessment.

OEHHA Calculation of Carcinogenic Potency Based on Animal Data

The procedures used to extrapolate low-dose human cancer risk from animal carcinogenicity data assumed that a carcinogenic change induced in a cell is transmitted to successive generations of cell descendents, and that the initial change in the cell is an alteration (e.g. mutation, rearrangement, etc.) in the cellular DNA. Non-threshold models are used to extrapolate to low-dose human cancer risk from animal carcinogenicity data.

Several models were proposed for extrapolating low-dose human cancer risk from animal carcinogenicity data in the original Guidelines. These models include the Mantel-Bryan method (log-probit model), the one-hit model, the linearized multistage procedure, the gamma multihit model, and a number of time-to-tumor models. The Guidelines stated that time-to-tumor models (i.e., a Weibull-in-time model) should be used for low-dose extrapolation in all cases where supporting data are available, particularly when survival is poor due to competing toxicity. However, the Guidelines also noted the difficulty of determining the actual response times in an experiment. Internal tumors are generally difficult to detect in live animals and their presence is usually detected only at necropsy. Additionally, use of these models often requires making the determination of whether a tumor was the cause of death, or was found only coincidentally at necropsy when death was due to other causes. Further, competing causes of death, such as chemical toxicity, may decrease the observed time-to-tumor for nonlethal cancers by allowing earlier necropsy of animals in higher dose groups. The linearized multistage (LMS) procedure was noted as being an appropriate method for dose extrapolation in most cases, with the primary exception being a situation in which sufficient empirical data are available to indicate a dose-response curve of a "quasi-threshold" type (e.g., flat for two or three dose levels, then curving sharply upwards). In this case, the LMS procedure may underestimate the number of stages and overestimate the low-dose risks. In this case, the gamma multihit model was suggested as being a potential alternative. The Mantel-Bryan model was described as having little biological basis as applied to carcinogenesis, and being likely to underestimate risks at low doses. The Guidelines stated that this model should not be used for low dose extrapolation. More recent practice has departed from these original guidelines in some respects, for instance by experimenting with cell-proliferation based models in a few cases: however the LMS model remained the preferred extrapolation model for most purposes. Some of the difficulties in achieving a satisfactory fit to tumor incidence data were found to be alleviated by application of toxicokinetic models and use of an internal rather than applied dose metric with the LMS model. This has resulted in the alternative models originally advocated (Gamma multihit, Mantel-Bryan) being mostly abandoned. As noted above (Dose-Response Assessment, page 23), the use of allegedly biologically based statistical models such as LMS has fallen from favor in recent years, and benchmark dose methodology has become the preferred method for extrapolating cancer potency values from animal cancer incidence data. However, it should also be noted that results

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generated by the LMS model and benchmark dose methodology from the same data set are often quite similar.

The 1985 Guidelines stated that both animal and human data, when available, should be part of the dose-response assessment. Although preference was given to human data when these were of adequate quality, animal studies may provide important supporting evidence. Low-dose extrapolation of human cancer risk from animal carcinogenicity data was generally based on the most sensitive site, species and study demonstrating carcinogenicity of a particular chemical, unless other evidence indicates that the data set in question is not appropriate for use. Where both benign and malignant tumors are induced at the same site and the benign tumors are considered to have the potential to progress to malignant tumors, the incidence data for both types of tumors could be combined to form the basis for risk assessment. Pharmacokinetic data on chemical metabolism, effective dose at target site, or species differences between laboratory test animals and humans were considered in dose-response assessments when available. In performing exposure scaling from animals to humans, the "surface area" correction (correcting by the 2/3 power of body weight) was used unless specific data indicates that this should not be done. The Guidelines assumed that in the absence of evidence to the contrary, chemicals that cause cancer after exposure by ingestion will also cause cancer after exposure by inhalation, and vice versa. These original proposals have continued in use with little change except that currently, TAC and PHG cancer potency factor calculations use a 3/4 power of body weight correction for interspecies scaling, in line with current U.S. EPA practice. The standard Proposition 65 cancer potency factor calculations still use a 2/3 power correction because the cancer potency calculation method is specified in regulation (California Health and Safety Code 25249.5 *et seq.*).

Cancer unit risk factors [in units of $(\mu g/m^3)^{-1}$]have been calculated from cancer potency factors [in units of $(mg/kg\text{-}day)^{-1}$] using the following relationship:

$$UR = \frac{CPF * 20\ m^3}{70\ kg\ *\ CV}$$

where UR is the cancer unit risk, CPF is the cancer potency factor, 70 kg is the reference human body weight, 20 m^3 is the reference human inspiration rate/day, and CV is the conversion factor from mg to µg (= 1000). The cancer unit risk describes the excess cancer risk associated with an inhalation exposure to a concentration of 1 $\mu g/m^3$ of a given chemical; the cancer potency factor describes the excess cancer risk associated with exposure to 1 mg of a given chemical per kilogram of body weight.

It should be noted that although this default method is still used in deriving published cancer unit risk values, for site-specific risk assessments age-appropriate distributions and percentile values are used in the current version of the Hot Spots exposure assessment document. Where exposure to children occurs (as it does in most exposures to the general population surrounding a source site) it is also necessary to apply the age-specific adjustment factors for the appropriate durations in accordance with the guidance offered above (Page 30 *et seq.*).

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OEHHA Calculation of Carcinogenic Potency Based on Human Data

Human epidemiologic studies with adequate exposure characterization are used to evaluate the cancer potency of a chemical. If they show a carcinogenic effect, the data are analyzed to provide an estimate of the linear dependence of cancer rates on lifetime cancer dose. The 1985 Guidelines stated that with continuous exposure, age-specific incidence continues to increase as a power function (e.g., t^3 or t^4) of the elapsed time since initial exposure. Lifetime risks can be estimated by applying such a power function to the observed data and extrapolating beyond the actual followup period. OEHHA has generally undertaken the calculation of study power and confidence bounds on the potency estimate as important tools to establish the credibility of the estimate obtained and in comparing this with other estimates (from other human studies or from animal data). Due to the diversity in quality and type of epidemiological data, the specific approaches used in OEHHA risk assessments based on human epidemiologic studies vary on a case by case basis rather than following explicit general guidelines. Examples of the methods used can be observed in the Toxic Air Contaminant documents (these documents are listed in Appendix D: the methods used are described in the compound summaries provided in Appendix B).

Expedited Proposition 65 Cancer Risk Assessment Methodology

Expedited cancer potency values developed for several agents listed as carcinogens under Proposition 65 (California Health and Safety Code 25249.5 *et seq.*) were derived from selected animal carcinogenicity data sets of the Carcinogenic Potency Database (CPDB) of Gold *et al.* (1984, 1986, 1987, 1989, 1990, 1997) using default procedures specified in the administrative regulations for Proposition 65 (Title 22 California Code of Regulations [CCR] 12703). OEHHA hazard assessments usually describe all relevant data on the carcinogenicity (including dose-response characteristics) of the chemical under examination, followed by an evaluation of any pharmacokinetic and mechanistic (e.g. genotoxicity) data. An evaluation of the data set for the chemical may indicate that adjustments in target dose estimates or use of a dose response model different from the default are appropriate. The procedure used to derive expedited Proposition 65 cancer potency values differs from the usual methodology in two ways. First, it relies on cancer dose response data evaluated and extracted from the original literature by Gold *et al.* Second, the choice of a linearized multistage procedure for generating cancer potency values is automatic, and pharmacokinetic adjustments are not performed. The methods used to develop expedited cancer potency values incorporate the following assumptions:

1. The dose response relationship for carcinogenic effects in the most sensitive species tested is representative of that in humans.
2. Observed experimental results can be extrapolated across species by use of the interspecies factor based on "surface area scaling."
3. The dose to the tissue giving rise to a tumor is assumed to be proportional to the administered dose.
4. The linearized multistage polynomial procedure can be used to extrapolate potency outside the range of experimental observations to yield estimates of "low" dose potency.
5. Cancer risk increases with the third power of age.

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The Carcinogenic Potency Database of Gold *et al.* (1984, 1986, 1987, 1989, 1990) contains the results of more than 4000 chronic laboratory animal experiments on 1050 chemicals by combining published literature with the results of Federal chemical testing programs (Technical Reports from the Carcinogenesis Bioassay Program of the National Cancer Institute (NCI)/National Toxicology Program (NTP) published prior to June 1987). The published literature was searched (Gold *et al.*, 1984) through the period December 1986 for carcinogenicity bioassays; the search included the Public Health Service publication "Survey of Compounds Which Have Been Tested for Carcinogenic Activity" (1948-1973 and 1978), monographs on chemical carcinogens prepared by the International Agency for Research on Cancer (IARC) and Current Contents. Also searched were Carcinogenesis Abstracts and the following journals: British Journal of Cancer, Cancer Letters, Cancer Research, Carcinogenesis, Chemosphere, Environmental Health Perspectives, European Journal of Cancer, Food and Cosmetics Toxicology, Gann, International Journal of Cancer, Journal of Cancer Research and Clinical Oncology (formerly Zeitschrift fur Krebsforschung und Klinische Onkologie), Journal of Environmental Pathology and Toxicology, Journal of Toxicology and Environmental Health, Journal of the National Cancer Institute, and Toxicology and Applied Pharmacology. Studies were included in the database if they met the following conditions:

1. The test animals were mammals.
2. Chemical exposure was started early in life (100 days of age or less for hamsters, mice and rats).
3. Route of administration was via the diet, drinking water, gavage, inhalation, intravenous injection or intraperitoneal injection.
4. The test chemical was administered alone (not in combination with other chemicals).
5. Chemical exposure was chronic (*i.e.*, duration of exposure was at least one-fourth the standard lifespan for that species), with not more than 7 days between exposures.
6. The experiment duration was at least half the standard lifespan for the species used.
7. The study design included a control group and at least 5 animals/exposure group.
8. No surgical interventions were performed.
9. Pathology data were reported for the number of animals with tumors (not total number of tumors).
10. All results reported were original data (not analysis of data reported by other authors).

Included in their data set tabulations are estimates of average doses used in the bioassay, resulting tumor incidences for each of the dose levels employed for sites where significant responses were observed, dosing period, length of study and histopathology. Average daily dose levels were calculated assuming 100% absorption. Dose calculations follow procedures similar to those of Cal/EPA and U.S. EPA; details on methods used and standard values for animal lifespans, body weights, and diet, water and air intake are listed in Gold *et al.* (1984). OEHHA (1992) reviewed the quality assurance, literature review, and control procedures used in compiling the data and found them to be sufficient for use in an expedited procedure. Cancer potency estimates were derived by applying the mathematical approach described in the section below to dose response data in the Gold *et al.* database.

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The following criteria were used for data selection:

1. Data sets with statistically significant increases in cancer incidence with dose (p 0.05) were used. (If the authors of the bioassay report considered a statistically significant result to be unrelated to the exposure to the carcinogen, the associated data set was not used.)
2. Data sets were not selected if the endpoint was specified as "all tumor-bearing animals" or results were from a combination of unrelated tissues and tumors.
3. When several studies were available, and one study stood out as being of higher quality due to numbers of dose groups, magnitude of the dose applied, duration of study, or other factors, the higher quality study was chosen as the basis for potency calculation if study results were consistent with those of the other bioassays listed.
4. When there were multiple studies of similar quality in the sensitive species, the geometric mean of potencies derived from these studies was taken. If the same experimentalists tested two sexes of the same species/strain under the same laboratory conditions, and no other adequate studies were available for that species, the data set for the more sensitive sex was selected.
5. Potency was derived from data sets that tabulate malignant tumors, combined malignant and benign tumors, or tumors that would have likely progressed to malignancy.

Cancer potency was defined as the slope of the dose response curve at low doses. Following the default approach, this slope was estimated from the dose response data collected at high doses and assumed to hold at very low doses. The Crump linearized multistage polynomial (Crump *et al.*, 1977) was fit to animal bioassay data:

$$\text{Probability of cancer} = 1 - \exp[-(q_0 + q_1 d + q_2 d^2 + \ldots)]$$

Cancer potency was estimated from the upper 95 % confidence bound on the linear coefficient q_1, which is termed q_1^*.

For a given chemical, the model was fit to a number of data sets. As discussed in the section above, the default was to select the data for the most sensitive target organ in the most sensitive species and sex, unless data indicated that this was inappropriate. Deviations from this default occur, for example, when there are several bioassays or large differences exist between potency values calculated from available data sets.

Carcinogenicity bioassays using mice and/or rats will often use an exposure duration of approximately two years. For standard risk assessments, this is the assumed lifespan for these species. Animals in experiments of shorter duration are at a lower risk of developing tumors than those in the standard bioassay; thus potency is underestimated unless an adjustment for experimental duration is made. In estimating potency, short duration of an experiment was taken into account by multiplying q_1^* by a correction factor equal to the cube of the ratio of the assumed standard lifespan of the animal to the duration of the experiment (T_e). This assumes that the cancer hazard would have increased with the third power of the age of the animals had they lived longer:

$$q_{animal} = q_1^* * (104 \text{ weeks}/T_e)^3$$

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In some cases excess mortality may occur during a bioassay, and the number of initial animals subject to late occurring tumors may be significantly reduced. In such situations, the above described procedure can, at times, significantly underestimate potency. A time-dependent model fit to individual animal data (i.e., the data set with the tumor status and time of death for each animal under study) may provide better potency estimates. When Gold *et al.* indicated that survival was poor for a selected data set, a time-dependent analysis was attempted if the required data were available in the Tox Risk (Crump *et al.*, 1991) data base. The Weibull multistage model (Weibull-in-time; multistage-in-dose) was fit to the individual animal data.

To estimate human cancer potency, q_{animal} values derived from bioassay data were multiplied by an interspecies scaling factor (K; the ratio of human body weight (bw_h) to test animal body weight (bw_a), taken to the 1/3 power (Anderson *et al.*, 1983)):

$$K = (bw_h/bw_a)^{1/3}$$

Thus, cancer potency = $q_{human} = K * q_{animal}$

Chemical-specific Descriptions of Cancer Potency Value Derivations

Unit Risk and potency values for chemicals whose cancer potency values were obtained from Toxic Air Contaminant documents, standard or expedited Proposition 65 documents, U.S. EPA's Integrated Risk Information System (IRIS) documents and Health Effects Assessment Summary Table (HEAST) entries, or from other documents prepared by OEHHA's Air Toxicology and Epidemiology Branch or Pesticide and Environmental Toxicology Branch are presented in Appendix A. Information summaries for these chemicals are presented in Appendix B.

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U.S. Department of Housing and Urban Development
Office of Community Planning and Development

The Noise Guidebook

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The Noise Guidebook

A Reference Document for
Implementing the Department of
Housing and Urban Development's
Noise Policy

Prepared By The Environmental
Planning Division,
Office of Environment and Energy

For sale by the Superintendent of Documents, U.S. Government Printing Office Washington, D.C. 20402

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Preface

Introduction

This *Noise Guidebook* has been prepared to serve as the basic reference document for all HUD field staff who are responsible for implementing the Department's noise policy. It brings together in one place all the various reports, informational papers and other items that have been put out by the Department over the past several years. It also contains several new items designed to make your job easier.

This *Guidebook* is designed to serve not only the experienced HUD staff member but also the new employee or the old employee who is new to the noise field. Because of this, the *Guidebook* contains some fairly basic background material as well as quizzes and other material specifically geared for the "learner."

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Chapter 1

Basic Overview of the Environmental Noise Problem

Introduction

Background

Definition and Scope of the Noise Problem

The air around us is constantly filled with sounds, yet most of us would probably not say we are surrounded by noise. What then is the difference between ordinary sound and what we call noise? The traditional definition of noise is that it is "unwanted sound." Sound becomes unwanted when it either interferes with our normal activities such as sleeping, conversation or recreation, when it causes actual physical harm such as hearing loss or has adverse effects on mental health. As we have become a more urbanized country and as technology has advanced, the level of sound in our environment has reached the point when it sometimes does cause interference and does cause physical and psychological harm, and thus we have developed a noise problem. (See Figure 1 for a listing of common sounds.)

The dimensions of the noise problem have grown larger and larger over the past few decades. In its 1979 Annual Report, The Council on Environmental Quality stated that "nearly half the US population is regularly exposed to levels of noise that interfere with ...normal activities" and about "1 in 10 ...are exposed to noises of duration and intensity sufficient to cause a permanent reduction in their ability to hear."

Figure 1
Common Sounds
Basic Theory: Common Sounds in Decibels (dB)

Some common, easily recognized sounds are listed below in order of increasing sound intensity levels in decibels. The sound levels shown for occupied rooms are typical general activity levels only and do *not* represent criteria for design.

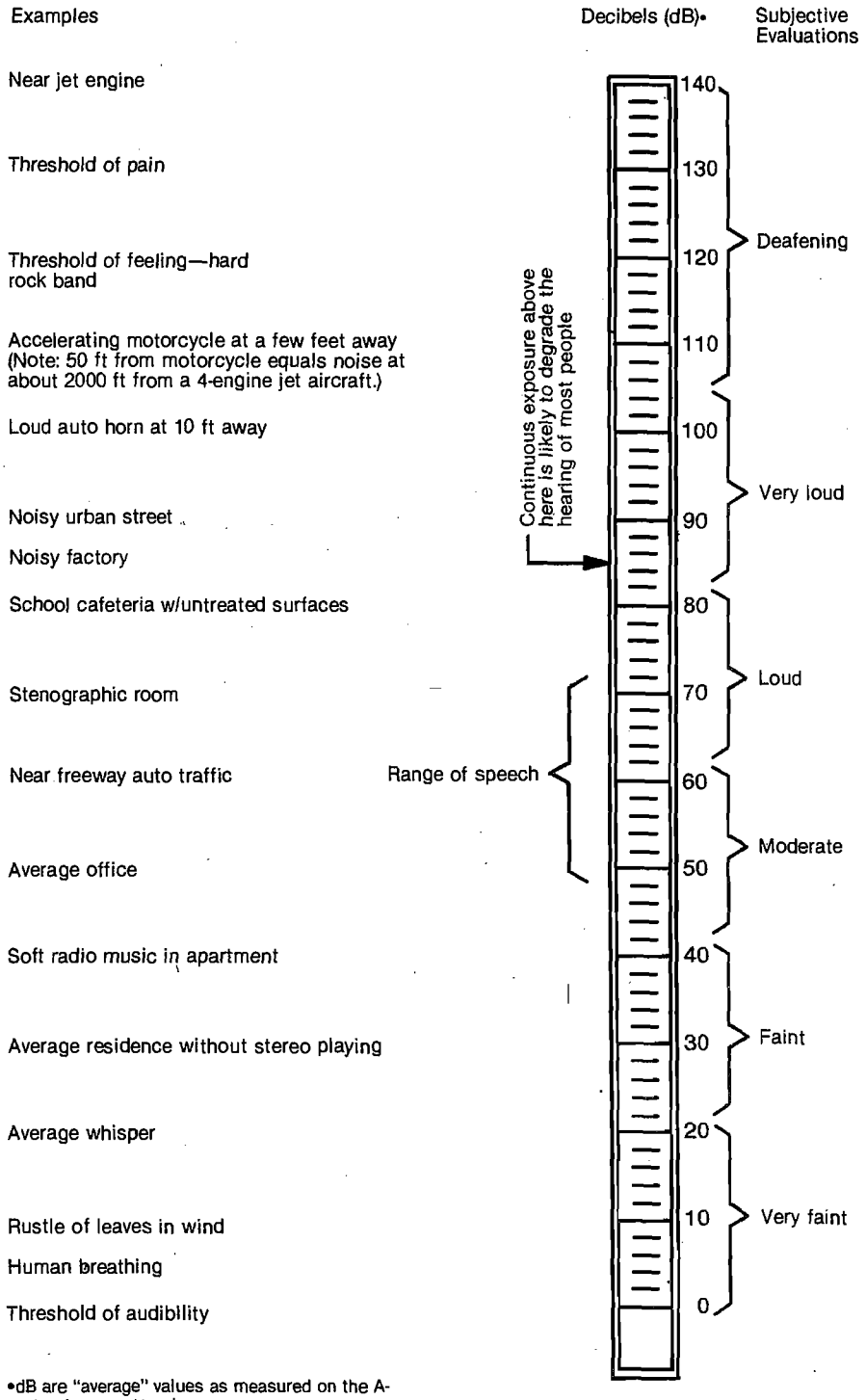

•dB are "average" values as measured on the A-scale of a sound-level meter
(From *Concepts in Architectural Acoustics:* M. David Egan, McGraw Hill, 1972.)

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The Dynamics of the Noise Problem

There are basically two types of noise problems. There is the specific, job related, occupational noise problem created by extremely loud machinery. Then there is the community noise problem where the combined effect of many individual noise sources creates an overall noise level that is unacceptable. In the following pages we will be addressing the community noise problem only.

The main contributors to a community noise problem are transportation sources such as highways, railroads and airports. These sources are the most pervasive and continuing of the noise sources within the community. Of course, at any given site, there may be other noise sources which add to the problem, sources such as jackhammers at a construction site. But in general, and for the purposes of this section, the main concern is with the transportation sources.

The dynamics of a noise problem are based on the relationship between the noise source, the person or place exposed to the noise (hereafter called the receiver) and the path the noise will travel from source to receiver.

The source generates a given amount of noise which travels along the path and arrives at the receiver. The amount of noise will be reduced to some extent as a result of how long that path is or whether there are any barriers along the path. The severity of the impact on the receiver is a function of what type of activity is taking place, whether it is indoors or outdoors, and what type of building it is in if the activity is indoors. Figure 3 contains some basic compatibility guidelines.

The impact of the noise can be altered or mitigated by changing the characteristics of any of the three elements: source, path or receiver. Later on we will look at the various mitigation measures that are possible. Our concern however will be primarily with the receiver and the path. Control of the sources themselves is the specific responsibility of agencies such as the Environmental Protection Agency (EPA) or the Federal Aviation Administration (FAA).

Figure 2
Dynamics of a Noise Problem

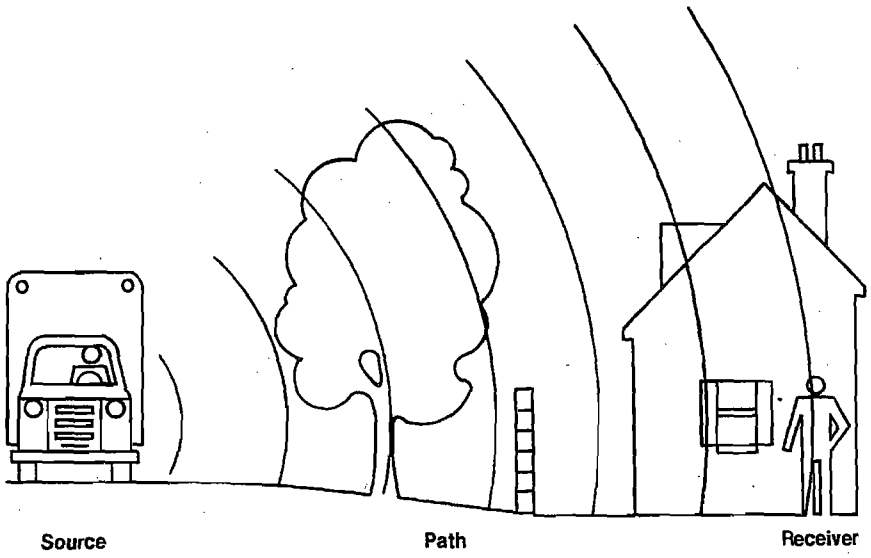

Figure 3
Land Use Compatibility Guidelines

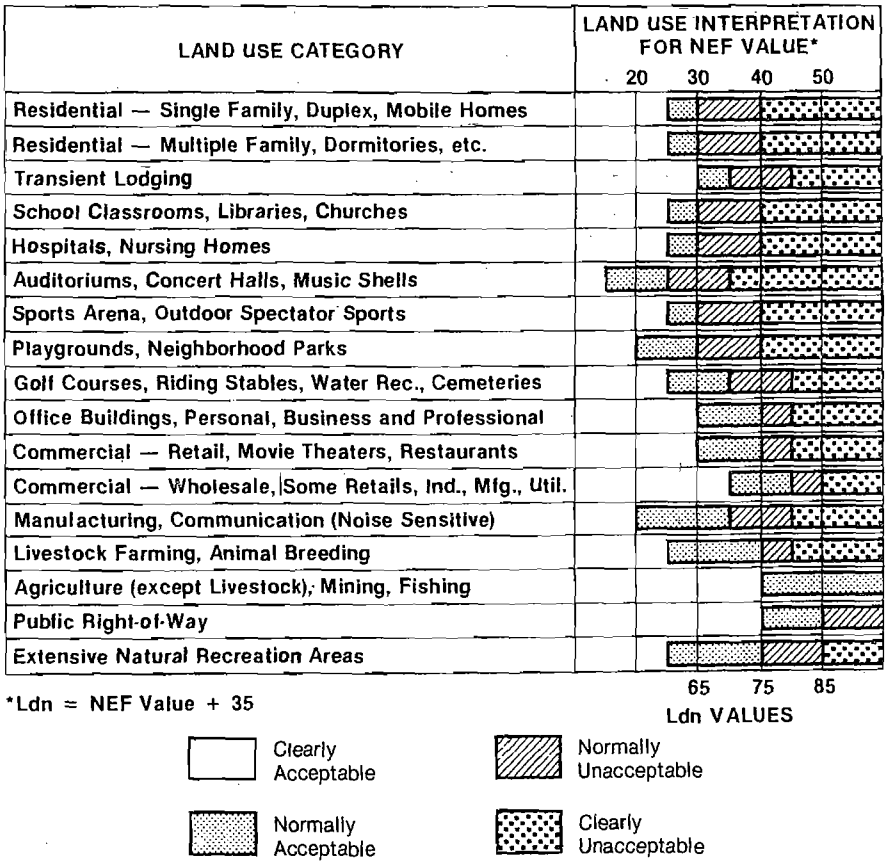

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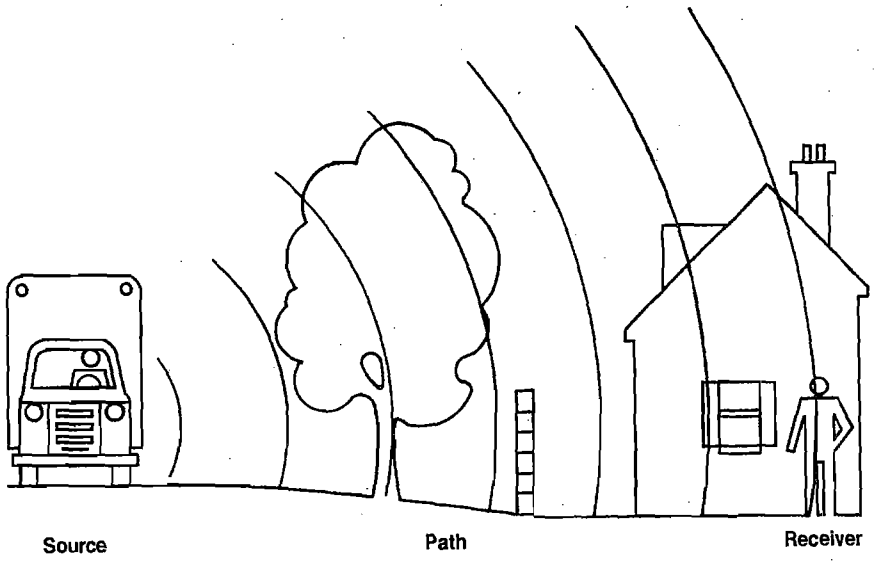

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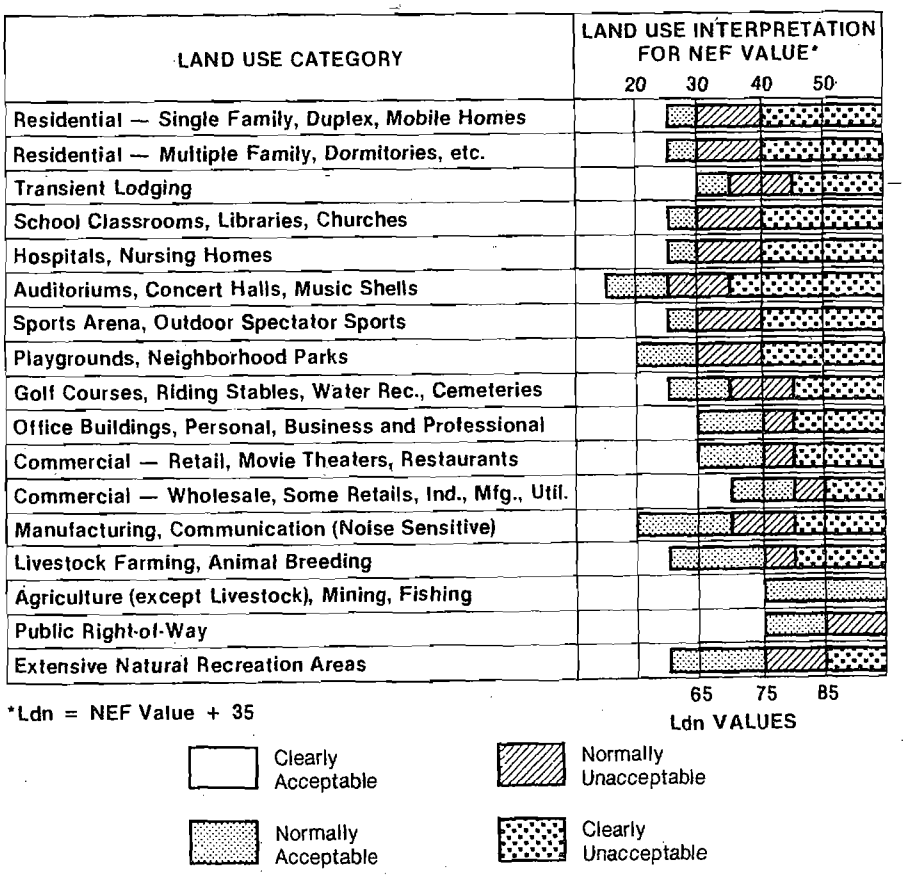

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The ideal solution to a potential problem is to reduce the noise being produced by the source. The best solution available to HUD, or the community, however, is to make sure that noise sensitive uses are located where they will not be exposed to high noise levels. The next best approach to mitigating noise impact is to attempt to reduce the amount of noise that reaches the receiver. This can be accomplished through the use of barriers such as walls or earthen berms, or combinations of both, along the noise path. If the use of barriers is not possible then the only alternative available is to provide noise reduction measures in any structures associated with the activity so that at least the interior spaces are not exposed to high noise levels. This approach is considered the least desirable because most of the land uses we are concerned about, such as residential, do have outdoor areas and activities associated with them which would remain exposed to high noise levels.

A Note on Descriptors

A key factor in the growth of our ability to evaluate and reduce noise impacts has been the development of better tools to measure and describe the noise levels generated by various sources. The development of better tools (called noise descriptors or metrics) has been particularly important for dealing with community noise problems. Many of the older descriptor systems could only be used for one or two sources such as cars and railroads, but not airplanes. Since the community noise problem very often includes noise from all these sources the lack of an adequate descriptor made it difficult to do an adequate evaluation.

The most advanced descriptor currently in general use is the day night average sound level system, abbreviated as DNL and symbolized mathematically as L_{dn}. The day night average sound level is the 24 hour average sound level, expressed in decibels, obtained after the addition of a 10 decibel penalty for sound levels which occur at night between 10 PM and 7 AM. This nighttime penalty is based on the fact that many studies have shown that people are much more disturbed by noise at night than at any other time. This is not unusual in that background noise is often much less at night and also people tend to be doing very noise sensitive things at night, such as trying to sleep.

Another feature of the DNL system that is very important is that it can be used to describe noise from all sources. Thus, using the DNL system, we can describe the total noise exposure at a site, something many other descriptor systems couldn't do.

The DNL system has been adopted by the EPA, the Department of Defense (DOD) and HUD, and more recently by the FAA, specifically for describing environmental impacts for airport actions. We expect that very soon it will be in almost universal use in the U.S.

Issues

The main issues involved in any noise analysis can be summarized briefly.

- How much noise is a site exposed to
- What types of activities are being affected and how severely
- Is it reasonable to redesign the site to relocate noise sensitive activities
- And, if not, how much protection can be provided through various attenuation measures.

Your approach to these issues will be affected in many ways by the location of the project in question. Projects in suburban or rural areas can be approached differently because the available mitigation options are greater and often the noise exposure itself is not so severe. In urban situations, however, the noise exposure is often more severe but at the same time the options for mitigation or resiting are more limited. In the urban setting innovative design and the use of advanced attenuation measures becomes critical. Fortunately our experience has shown that good design and construction can relieve or substantially reduce major noise problems.

Legal Provisions

General Legislation and Background

The Federal legislation which addresses noise issues is somewhat different from other environmental legislation. The Clean Air Act, for example, required the Environmental Protection Agency to set up actual mandatory standards for air quality which were supposed to be met by all jurisdictions. EPA even has the authority to take punitive steps against cities which are not making "reasonable further progress" towards achieving these air quality goals. There is no similar legislation that covers noise. The approach has been to tackle the noise problem at the source by controlling the amount of noise that can be emitted by the individual airplane engine or the individual jackhammer. Agencies like HUD or the Farmers Home Administration have developed regulations which are related to the overall community noise level, but they only affect their own programs and are not binding on local communities. The Veterans Administration program only relates to aircraft noise and also only affects its own programs.

The major pieces of Federal legislation related to noise include:

The Noise Control Act of 1972 directed EPA to promote an environment for all Americans free from noise that jeopardizes their health and welfare. It also included a requirement for EPA to set a criterion for noise level adequate to protect health and welfare with an adequate margin of safety but without regard to cost or feasibility.

Quiet Communities Act of 1978 amended The Noise Control Act of 1972 to encourage noise control programs at the State and community level.

Federal Aid Highway Act of 1970 established the requirement that noise control be a part of the planning and design of all federally aided highways.

Aviation Safety and Noise Abatement Act of 1979 requires FAA to develop a single system for measuring noise at airports and under certain conditions to prepare and publish noise maps.

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HUD Regulations

While the Department of Housing and Urban Development has no specific responsibility to try to reduce the noise problem at the source the way the Environmental Protection Agency and the Federal Aviation Administration do, it does have the responsibility to be aware of the noise problem and its impact on the housing environment. The most basic mandate which drives the Department's involvement with the noise issue is the Housing Act of 1949 (Public Law 81-171) which sets forth the national goal of "a decent home and suitable living environment for every American family." This goal was affirmed by the Housing and Urban Development Act of 1968 (Public Law 90-448). The Department was tasked by the Housing and Urban Development Act of 1965 (Public Law 89-117) "to determine feasible methods of reducing the economic loss and hardships suffered by homeowners as a result of the depreciation in the value of their properties following the construction of airports in the vicinity of their homes." The Noise Control Act of 1972, in addition to its specific tasking to EPA, tasked all Federal agencies to administer their programs in ways which reduce noise pollution. Finally, the Department is tasked by Federal Management Circular 75-2: *Compatible Land Uses at Federal Airfields* to make sure that its actions do not promote incompatible land uses around Federal airfields.

All of these legislative and regulatory mandates combine to create a serious requirement for the Department of Housing and Urban Development to be aware of the problem of noise and to take positive steps to protect residential and other sensitive land uses from high noise levels.

The Department of Housing and Urban Development first issued formal requirements related specifically to noise in 1971 (HUD Circular 1390.2). These requirements contained standards for exterior noise levels along with policies for approving HUD supported or assisted housing projects in high noise areas. In general the requirements established three zones: an acceptable zone where all projects could be approved, a normally unacceptable zone where mitigation measures would be required and where each project would have to be individually evaluated for approval or denial, and an unacceptable zone in which projects would not, as a rule, be approved.

In 1979, the Department issued revised regulations (24 CFR Part 51B) which kept the same basic standards but adopted new descriptor systems which were considerably advanced over those in use under the old requirements.

HUD's regulations also require that recipients of Community Development Block Grants (CDBG) and Urban Development Action Grants (UDAG) take into consideration the noise criteria and standards in the environmental review process and consider ameliorative actions when noise sensitive land developments are proposed in noise exposed areas. If CDBG or UDAG activities are planned in a noisy area, and HUD assistance is contemplated later for housing and/or other noise sensitive activities, the HUD standards must be met for those activities.

Project Analysis

General

While most of the analysis for noise focuses on noise sources located around the project site, there are some characteristics of the project itself that you should know about. These characteristics will help you to determine what is called the noise assessment location (NAL) for site analysis. (The NAL is a representative point (or points) on the site where significant noise exposure is expected. All distances, etc. are measured from the NAL). This information will also be helpful later in evaluating the potential for mitigating or reducing the impact of noise. All of this data should be available from preliminary plans and specifications. If not, a quick phone call to the developer/sponsor should get you all the information you need.

Data Required

- Location of outdoor noise sensitive uses relative to the noise source.
- Location of buildings containing noise sensitive activities.
- Location of other buildings, particularly ones which might serve to shield sensitive buildings or areas from the noise source.
- Design and construction features of buildings, particularly features such as use of central air conditioning which could provide noise reduction benefits by permitting windows to be kept closed.

Analysis of Site and Environs

General

The primary focus of this impact analysis is on noise sources and the primary item to be determined is the noise level created by those sources. In many instances, particularly with airports, data on the noise levels generated by the source will have already been prepared by another agency such as the airport operator, the local or State highway/transportation department or other similar agency. (Figure 4 shows typical airport noise contours.) In those cases no site or environs analysis is necessary and one can proceed directly to impact analysis. For those instances where there are no current data already prepared, the Department of Housing and Urban Development has developed a handbook called the *Noise Assessment Guidelines* which contains a detailed desk top methodology for use by individuals to determine noise impacts (see Chapter 5). Included in the handbook is a complete listing of the data about the site and its environs that are necessary to conduct an analysis. We don't want to repeat all the detailed requirements here, but the following are some of the types of information you would have to collect if you were to do your own analysis. You might note that most of the information is related to the noise sources themselves.

For the purpose of analysis, the *Noise Assessment Guidelines* require that you consider all military/civilian airports within 15 miles of the project, all significant roads within 1000 feet and basically all railroads within 3000 feet.

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Types of Data Required

- Number and type of vehicles
- Operational data:
  - speed
  - daytime/nighttime split
- Conditions where the vehicles are operated, i.e., freely flowing traffic versus stop and go, level versus hilly, welded railroad track versus bolted railroad track.

The *Noise Assessment Guidelines* contain guidance on sources for this data. Most of them are obtained from the "operator" of the transportation source. The *Guidelines* also contains model figures which can be used when actual data is unavailable. For example, if the actual number of vehicles traveling at night is not available then the *Guidelines* state that a figure of 15% should be used. Thus it is possible to make reasonably accurate noise level determinations even if some information is not available.

Determination of Impact

General

The specific procedures for determining the noise exposure levels for a site are clearly spelled out in the *Noise Assessment Guidelines*. The process is a fairly simple one in which the noise level from each source affecting the site is calculated and then combined to derive the overall exposure. If some kind of barrier exists or is proposed, the noise levels can be adjusted to reflect the mitigation provided by the barrier. The overall noise level is then compared to HUD's standards and the appropriate action, as spelled out in the regulations, is taken.

Figure 4
Noise Contours

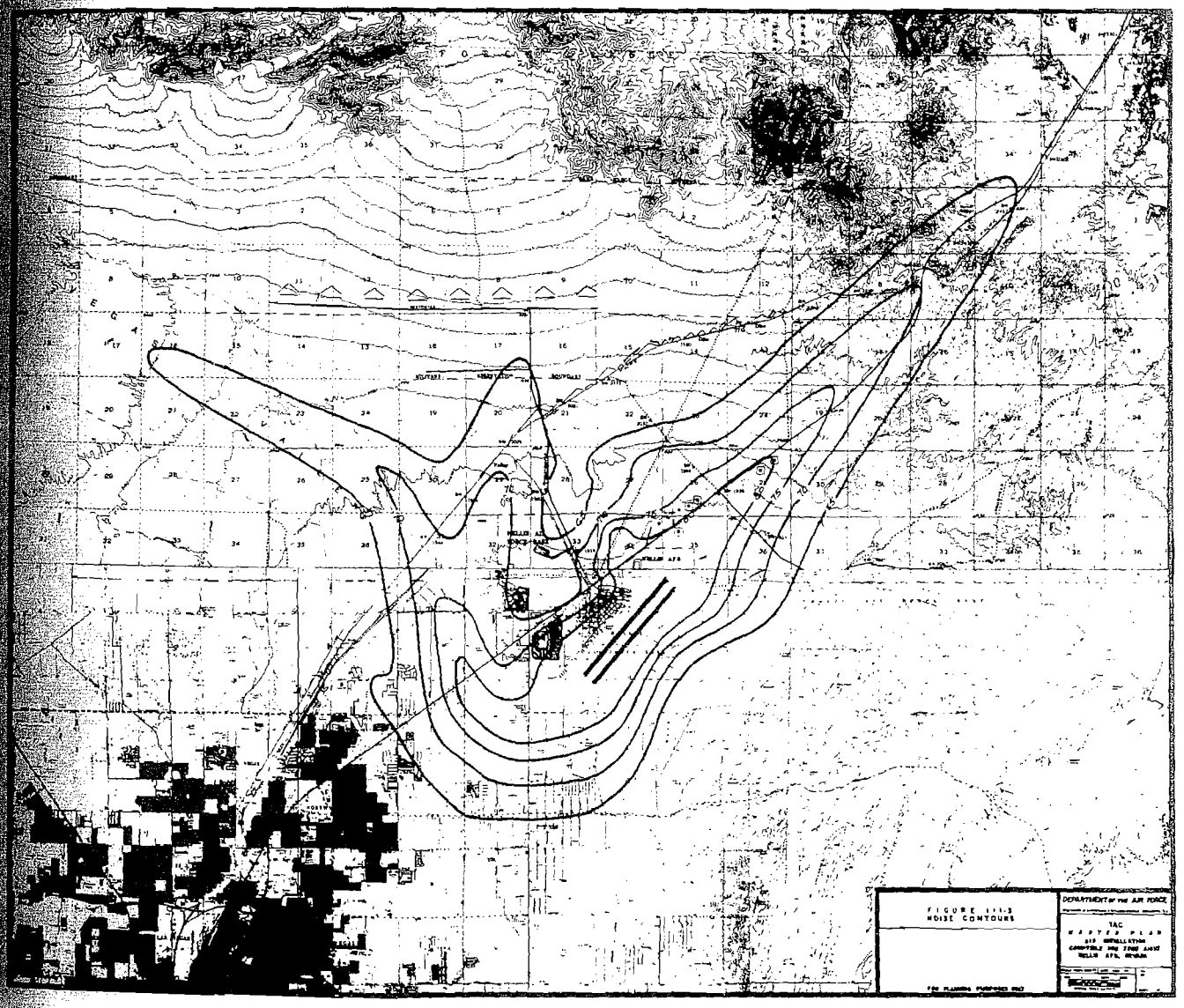

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Evaluation of Impact

HUD Regulations set forth the following exterior noise standards for new housing construction assisted or supported by the Department:

65 L_{dn} or less – Acceptable

Exceeding 65 L_{dn} but not exceeding 75 L_{dn} – Normally Unacceptable – appropriate sound attenuation measures must be provided: 5 decibels attenuation above the attenuation provided by standard construction required in 65 L_{dn} to 70 L_{dn} zone; 10 decibels additional attenuation in 70 L_{dn} to 75 L_{dn} zone.

Exceeding 75 L_{dn} – Unacceptable

HUD's regulations do not contain standards for interior noise levels. Rather a goal of 45 decibels is set forth and the attenuation requirements are geared towards achieving that goal. It is assumed that with standard construction any building will provide sufficient attenuation so that if the exterior level is 65 L_{dn} or less, the interior level will be 45 L_{dn} or less.

Once you have determined the overall noise exposure for the site you compare it to the above standards. If the overall site exposure is 65 L_{dn} or less the project is acceptable. If the exposure is between 65 L_{dn} and 75 L_{dn} you should consider alternative locations or providing adequate attenuation with the first preference, as we've noted, being for the construction of some kind of barrier to prevent noise from reaching the site. If providing adequate attenuation is impossible or impractical then the project should be considered unacceptable.

Suggested Mitigation

General Considerations

As discussed briefly earlier, there are three basic approaches for mitigating the high noise exposures. The first and best is to relocate noise sensitive uses out of the high noise area. The second is to prevent noise from reaching the noise sensitive user through some sort of barrier. And the third, and least desirable approach, is to provide attenuation for at least the interiors of any buildings located in the high noise areas.

Specific Considerations

Relocating Noise Sensitive Uses

By far the most desirable mitigation approach is to relocate noise sensitive uses out of the high noise area although. If the site is large enough it may be possible to locate non-noise sensitive uses between the source and the sensitive use, for example a parking lot might be located between a road and a park (see Figure 5). The workcharts in the *Noise Assessment Guidelines* can be used in reverse to tell you exactly how far away from the noise source you need to be.

When sites are small, very dense or when the source affects the entire site it is very difficult to mitigate by changing the site plan. Then the next option must be considered: erecting some type of barrier between the source and the receiver.

Barriers

Barriers are most effective for at or below ground level sources. They have no effect on noise from aircraft overflights and are limited in practical application with elevated sources such as elevated trains. The key to the effectiveness of a barrier is whether or not it breaks the line of sight between the source and the receiver. If a barrier does not completely break the line of sight either because it is not high enough, or not long enough then its effectiveness is greatly reduced.

Barriers can be actual walls, earthen mounds (called berms) or even other buildings. The use of other non-noise sensitive buildings as barriers is a particularly good approach in that it need not add to the cost of the project and may not create the aesthetic problem a large wall might create (see Figure 6).

Figure 5
The Audible Landscape

In cluster development, open space can be placed near the highway to reduce noise impacts on residences

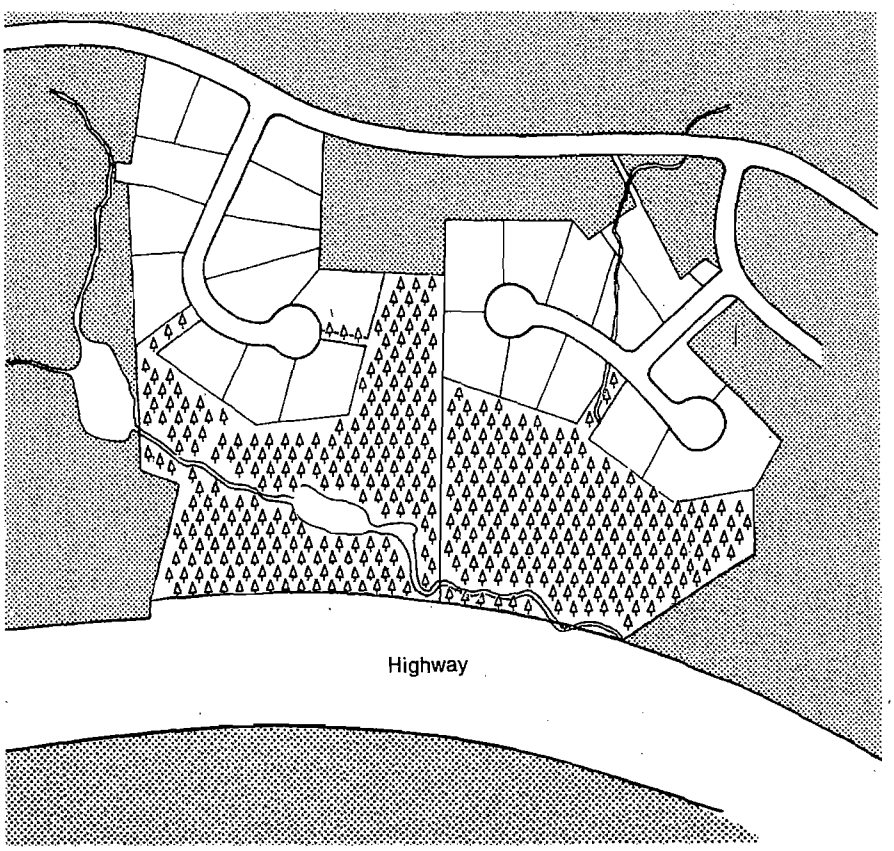

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Figure 6
The Audible Landscape

Placement of noise compatible land uses near highway in Planned Unit Development

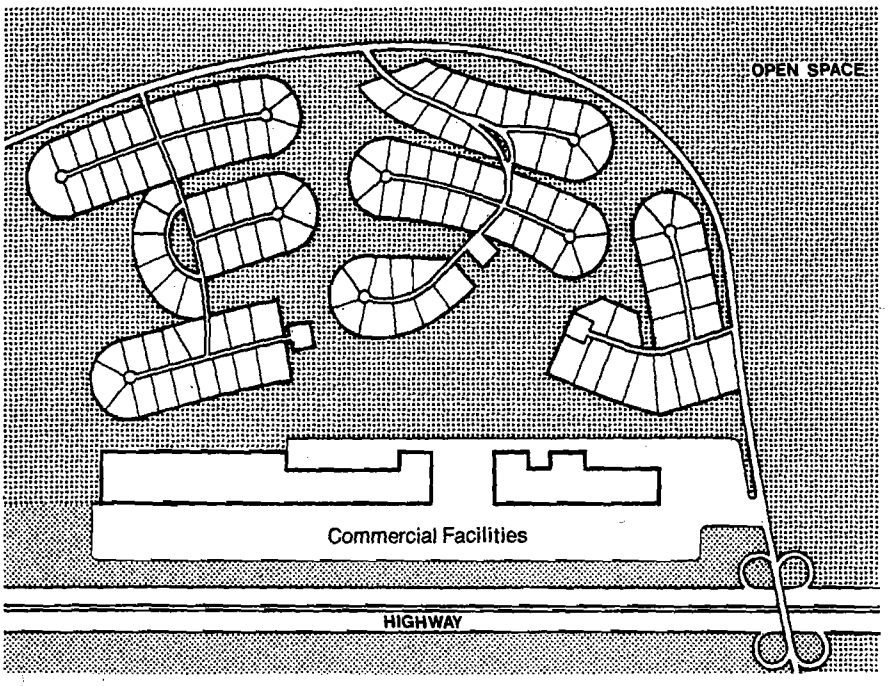

Figure 7
The Audible Landscape

Use of acoustical architectural design to reduce noise impacts on more noise sensitive living spaces

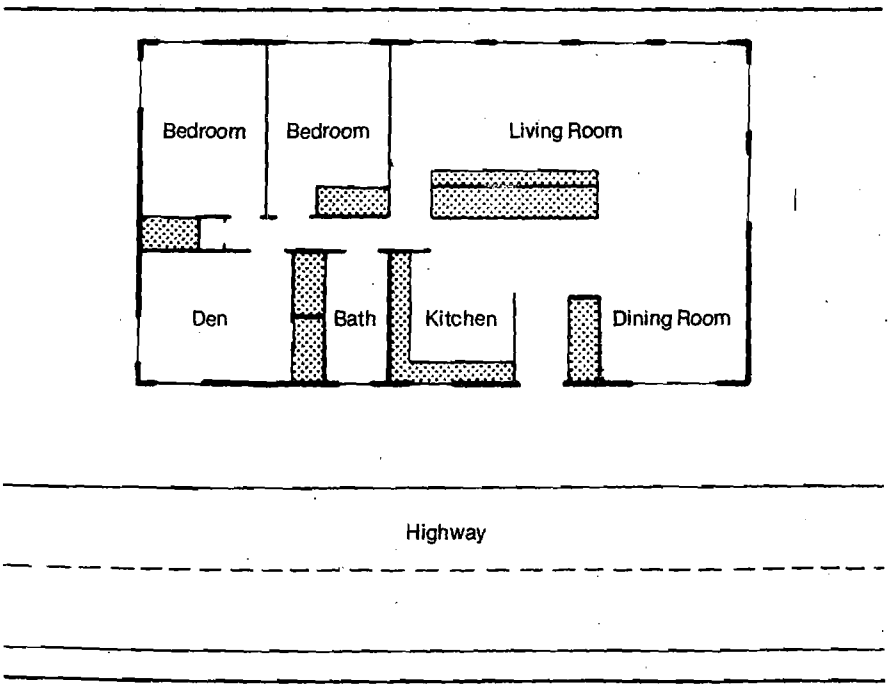

As pointed out earlier, the effectiveness of a barrier is determined in large part by its height and length. Some studies have shown that the effectiveness of a barrier can be reduced by as much as 50% if it isn't long enough. Again, the *Noise Assessment Guidelines* contain procedures for determining the effectiveness of barriers.

Incorporating Noise Attenuation Measures into the Building

If neither relocation or barriers is a reasonable noise attenuation option, the last resort is to incorporate noise attenuation measures into the buildings themselves. This is not considered the best solution because it leaves the outdoor areas, some of which may be for quiet recreation, exposed to high noise levels. But if development **must** take place and barriers are impossible, then the noise attenuation measures should be employed in building design and construction.

Without going into great technical detail, noise attenuation construction measures generally fall into four categories.

(1) Reducing the total area of windows or other acoustically weaker building elements

(2) Sealing off "leaks" around windows, doors, vents.

(3) Improving the actual sound attenuating properties of small building elements such as windows, doors, etc.

(4) Improving the actual sound attenuating properties of major building elements such as roof and wall construction.

In addition, noise attenuation in buildings can be provided by designing interior spaces so that "dead" spaces such as closets or corridors act as buffer zones (see Figure 7). And finally noise attenuation can be provided by reducing the need for open windows by providing air conditioning.

Many of the steps that would be taken to provide noise attenuation also help conserve energy. Good weatherstripping around windows and doors is one example. Another might be reducing window areas in walls if the noise source is to the north or west. Because many of these measures serve two purposes, they should not necessarily be considered a burdensome requirement but rather just good design and construction.

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Information Resources

Publications

HUD Regulation 24 CFR Part 51 Subpart B – Noise Abatement and Control.

Noise Assessment Guidelines, HUD 1983, basic technical procedural resource.

Aircraft Noise Impact, HUD 1972, a bit dated but good overview of problem.

The Audible Landscape, DOT (FHWA) 1974, an excellent discusson of mitigation measures including land use planning and building design and construction.

Information on Levels of Environmental Noise Requisite to Protect Public health and Welfare With an Adequate margin of Safety, EPA, 1974. The "levels document" that explains basis for EPA standards.

Noise Barrier Design Handbook, Federal Highway Administration 1976. Good discussion of barriers, technical but readable.

Handbook of Noise Control, 2nd edition, 1979, McGraw Hill. A basic technical handbook covering all aspects of noise for those who wish to go into the subject further.

Experts

HUD environmental officers have been trained in the use of the *Noise Assessment Guidelines* and can help you work with them. Many architects are trained in acoustics and can help in development of noise attenuation strategies.

Quiz

Questions

1. Why is noise considered "unwanted sound"?
2. What is a community noise problem?
3. What are the three main contributors to a community noise problem?
4. What are the three components of a noise problem?
5. What are two key characteristics of the day-night average sound level descriptor system?
6. What are HUD's noise standards?
7. How do HUD's standards apply to CDBG recipients?
8. What are the three general mitigation measures available to HUD and the community and in what order of preference?
9. When are barriers effective and when are they not effective?
10. Describe how the *Noise Assessment Guidelines* can be used to determine appropriate mitigation measures.

Quiz

Answers

1. because it interferes with normal activities or causes physical or psychological damage
2. a community noise problem is where the combined effect of many individual sources creates an overall noise level that is unacceptable
3. highways, railroads and aircraft
4. the source, the path, the receiver
5. it is an average sound level and it can be used for all sources
6. 65 L_{dn} or below: Acceptable
   65 to 75 L_{dn}: Normally unacceptable, noise attenuation measures required, above 75 L_{dn}: Unacceptable
7. CDBG recipients must take into consideration the standards in their planning and environmental review. If they expect to use HUD assistance later for housing or other noise sensitive activities the standards must be met for those activities.
8. 1st relocate noise sensitive uses
   2nd reduce noise reaching receiver
   3rd redesign buildings
9. barriers are effective for at or below ground level sources. Are not effective for aircraft overflights or most elevated sources
10. can be used to determine separation distance required for relocation and the height and length of barriers required

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Chapter 2

The Noise Regulation

Introduction

The basic foundation for and structure of the HUD noise program is set out in the noise regulation, 24 CFR 51B. The regulation establishes the actual standards, assigns implementation responsibilities, describes review and approval procedures, and identifies special situations which may warrant waivers of procedures or standards. Therefore, the key to your understanding and implementation of the HUD noise program is a clear understanding of the regulation.

There is no way to escape the task of sitting down and simply reading the regulations, over and over until you thoroughly understand them. We have however done two things that will help you apply the regulations. First, for quick reference, we have prepared a list of the key sections in the regulation and second we have prepared an annotated copy of the regulation.

The list of key sections was prepared to help you find the specific section you need for a specific question or issue. While the regulation itself is not really long, an index is always useful. We caution you, however, against using the index to avoid learning the regulations. The list was prepared for your convenience in applying the regulation once you have come to understand it.

We prepared the annotated regulation because, try as we might, it was impossible to anticipate all the questions, implementation problems and special situations that might arise and to address them in the regulation. So, now that we have had a few years' experience with the regulation, we have gathered together the important questions, notes, second thoughts etc. and prepared this annotated regulation. We hope it will give you further insight into what the regulation means when it is applied in the field.

Key Sections in Noise Regulation

Section	Subject
51.101(a)(2)	Application of Policy to Block Grants
51.101(a)(3)	Policy for New Construction
51.101(a)(4)	Policy for Existing Construction
51.101(a)(5)	Policy for Modernization and Rehabilitation
51.101(a)(8)	The Exterior Noise Goal
51.101(a)(9)	The Interior Noise Goal
51.102(a)	Authority to Approve Projects
51.103(a)	Identification of DNL as *The* Noise Descriptor to be Used
51.103(b)	How to Measure Loud Impulsive Noises
51.103(c)	The Noise Standards
51.104(a)	Attenuation Requirements Discussed
51.104(b)(1)	Special Approval and Environmental Review Requirements for the Normally Unacceptable Zone
51.104(b)(2)	Special Approval and Environmental Review Requirements for the Unacceptable zone
51.105(a)	Flexibility for Non-acoustic Benefits Provisions
51.106(a)	How to Tell If Existing Data on Noise Are Acceptable
51.106(a)(4)	Specific Review and Approval Procedures For Airport Noise Contours
51.106(d)	When Noise Measurements May be Used Instead of Calculated Levels
51.106(f)	When to Give Credit for Proposed Barriers

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Part 51—Environmental Criteria and Standards

Subpart A—General Provisions

Sec.
§51.1 Purpose.
§51.2 Authority.
§51.3 Responsibilities.
§51.4 Program coverage.
§51.5 Coordination with environmental clearance requirements.
§51.6 [Reserved]

Subpart B—Noise Abatement and Control

§51.100 Purpose and authority.
§51.101 General policy.
§51.102 Responsibilities.
§51.103 Criteria and standards.
§51.104 Special requirements.
§51.105 Exceptions.
§51.106 Implementation.

Appendix to Subpart B

Authority: Sec. 7(d). Department of HUD Act (42 U.S.C. 3535(d)).

Subpart B—Noise Abatement and Control

This regulation replaces HUD Circular 1390.2, Noise Abatement and Control, 1971, which is now cancelled, along with all instructions and clarifying memoranda pertaining to the circular.

§51.100 Purpose and authority.

(a) *Purpose.* The Department of Housing and Urban Development finds that noise is a major source of environmental pollution which represents a threat to the serenity and quality of life in population centers and that noise exposure may be a cause of adverse physiological and psychological effects as well as economic losses.

It is the purpose of this Subpart to:

(1) Call attention to the threat of noise pollution;

(2) Encourage the control of noise at its source in cooperation with other Federal departments and agencies;

(3) Encourage land use patterns for housing and other noise sensitive urban needs that will provide a suitable separation between them and major noise sources;

(4) Generally prohibit HUD support for new construction of noise sensitive uses on sites having unacceptable noise exposure;

(5) Provide policy on the use of structural and other noise attenuation measures where needed; and

(6) Provide policy to guide implementation of various HUD programs.

(b) *Authority.* Specific authorities for noise abatement and control are contained in:

(1) The Noise Control Act of 1972 (Pub. L. 92-574) which directs Federal agencies to administer their programs in ways which reduce noise pollution.

(2) The Quiet Communities Act of 1978 (Pub. L. 95-609) which amended Pub. L. 92-574.

(3) The General Services Administration, Federal Management Circular 75-2: *Compatible Land Uses at Federal Airfields* prescribes the Executive Branch's general policy with respect to achieving compatible land uses on either public or privately owned property at or in the vicinity of Federal airfields.

(4) Section 1113 of the Housing and Urban Development Act of 1965 (Pub. L. 89-117) directs the Secretary "* * * to determine feasible methods of reducing the economic loss and hardships suffered by homeowners as a result of the depreciation in the value of their properties following the construction of airports in the vicinity of their homes, including a study of feasible methods of insulating such homes from the noise of aircraft."

§51.101 General policy.

(a) It is HUD's general policy to provide minimum national standards applicable to HUD programs to protect citizens against excessive noise in their communities and places of residence.

(1) *Comprehensive planning assistance.* HUD requires that grantees give adequate consideration to noise exposures and sources of noise as an integral part of the urban environment in HUD assisted comprehensive planning, as follows:

(i) Particular emphasis shall be placed on the importance of compatible land use planning in relation to airports, highways and other sources of high noise.

(ii) Applicants shall take into consideration HUD environmental standards impacting the use of land as required in 24 CFR Part 600.

(iii) Environmental studies, including noise assessments, are allowable costs.

(2) *Community Development Block Grants.* Recipients of community development block grants under the Housing and Community Development Act of 1974 (Pub. L. 93-383), as amended by the Housing and Community Development Act of 1977 (Pub. L. 95-128), must take into

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consideration the noise criteria and standards in the environmental review process and consider ameliorative actions when noise sensitive land development is proposed in noise exposed areas. Grant recipients shall address deviations from the standards in their environmental reviews as required in 24 CFR Part 58.

Where CDBG activities are planned in a noisy area, and HUD assistance is contemplated later for housing and/or other noise sensitive activities, the CDBG grantee risks denial of the HUD assistance unless the HUD standards are met. Environmental studies, including noise assessments, are allowable costs.

(3) *HUD support for new construction.* HUD assistance for the construction of new noise sensitive uses is prohibited generally for projects with Unacceptable noise exposures and is discouraged for projects with Normally Unacceptable noise exposure. (Standards of acceptability are contained in §51.103(c).) This policy applies to all HUD programs providing assistance, subsidy or insurance for housing, college housing, mobile home parks, nursing homes, hospitals, and all programs providing assistance or insurance for land development, new communities, redevelopment or any other provision of facilities and services which are directed to make land available for housing or noise sensitive development. The policy does not apply to research demonstration projects which do not result in new construction or reconstruction, flood insurance, interstate land sales registration, or any action or emergency assistance under disaster assistance programs which are provided to save lives, protect property, protect public health and safety, remove debris and wreckage, or assistance provided that has the effect of restoring facilities substantially as they existed prior to the disaster.

(4) *HUD support for existing construction.* Noise exposure by itself will not result in the denial of HUD support for the resale and purchase of otherwise acceptable existing buildings. However, environmental noise is a marketability factor which HUD will consider in determining the amount of insurance or other assistance that may be given.

Existing construction means units which are either more than 1 year old or for which this is the second or subsequent purchaser.

The old definition of major or substantial rehabilitation and modernization as being any project where cost is 75% or more of replacement cost no longer applies. Now the criteria contained in individual program guidance applies.

(5) *HUD support of modernization and rehabilitation.* For modernization projects located in all noise exposed areas, HUD shall encourage noise attenuation features in alterations. For major or substantial rehabilitation projects in the Normally Unacceptable and Unacceptable noise zones, HUD actively shall seek to have project sponsors incorporate noise attenuation features, given the extent of the rehabilitation being undertaken and the level of exterior noise exposure. In Unacceptable noise zones, HUD shall strongly encourage conversion of noise-exposed sites to land uses compatible with the high noise levels.

(6) *Research, guidance and publications.* HUD shall maintain a continuing program designed to provide new knowledge of noise abatement and control to public and private bodies, to develop improved methods for anticipating noise encroachment, to develop noise abatement measures through land use and building construction practices, and to foster better understanding of the consequences of noise. It shall be HUD's policy to issue guidance documents periodically to assist HUD personnel in assigning an acceptability category to projects in accordance with noise exposure standards, in evaluating noise attenuation measures, and in advising local agencies about noise abatement strategies. The guidance documents shall be updated periodically in accordance with advances in the state-of-the-art.

(7) *Construction equipment, building equipment and appliances.* HUD shall encourage the use of quieter construction equipment and methods in population centers, the use of quieter equipment and appliances in buildings, and the use of appropriate noise abatement techniques in the design of residential structures with potential noise problems.

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(8) *Exterior noise goals.* It is a HUD goal that exterior noise levels do not exceed a day-night average sound level of 55 decibels. This level is recommended by the Environmental Protection Agency as a goal for outdoors in residential areas. The levels recommended by EPA are not standards and do not take into account cost or feasibility. For the purposes of this regulation and to meet other program objectives, sites with a day-night average sound level of 65 and below are acceptable and are allowable (see Standards in §51.103(c)).

(9) *Interior noise goals.* It is a HUD goal that the interior auditory environment shall not exceed a day-night average sound level of 45 decibels. Attenuation measures to meet these interior goals shall be employed where feasible. Emphasis shall be given to noise sensitive interior spaces such as bedrooms. Minimum attenuation requirements are prescribed in §51.104(a).

(10) *Acoustical privacy in multifamily buildings.* HUD shall require the use of building design and acoustical treatment to afford acoustical privacy in multifamily buildings pursuant to requirements of the Minimum Property Standards.

The Noise Control Act of 1972 required EPA to "publish information on the levels of environmental noise. . .which. . .are requisite to protect the public health and welfare with an adequate margin of safety." EPA has interpreted this to mean that the levels should not reflect technical feasibility or economic costs. "Health and welfare" is defined as being "complete physical, mental and social well-being and not merely the absence of disease and infirmity."

§51.102 Responsibilities.

(a) *Authority to approve projects.* (1) Decisions on proposed projects with acceptable noise exposures shall be delegated to the program personnel within field offices, including projects where increased noise levels are considered acceptable because of non-acoustic benefits under §51.105(a). Field office program personnel may also approve projects in normally unacceptable noise exposed areas where adequate sound attenuation is provided and where the project does not require an Environmental Impact Statement under §51.104(b).

(2) Other approvals in normally unacceptable noise exposed areas require the concurrence of the Regional Administrator.

(3) Requests for approvals of projects or portions of projects with unacceptable noise exposures shall be referred through the Regional Office to the Assistant Secretary for Community Planning and Development for approval pursuant to §51.104(b).

(4) In cases where the Regional Administrator determines that an important precedent or issue is involved, such cases shall be referred with recommendations to the Assistant Secretary for Community Planning and Development.

(b) *Surveillance of noise problem areas.* Appropriate field staff shall maintain surveillance of potential noise problem areas and advise local officials, developers, and planning groups of the unacceptability of sites because of noise exposure at the earliest possible time in the decision process. Every attempt shall be made to insure that applicants' site choices are consistent with the policy and standards contained herein.

(c) *Notice to applicants.* At the earliest possible stage, HUD program administrators shall:

(1) Determine the suitability of the acoustical environment of proposed projects;

(2) Notify applicants of any adverse or questionable situations; and

(3) Assure that prospective applicants are apprised of the standards contained herein so that future site choices will be consistent with these standards.

(d) *Technical assistance.* Technical assistance in the measurement, estimation, interpretation, or prediction of noise exposure is available from the Office of Community Planning and Development and the Office of Policy Development and Research. Field office questions shall be forwarded through the Regional Office to the Assistant Secretary for Community Planning and Development or his designee.

(e) *Interdepartmental coordination.* Regional Administrators shall foster appropriate coordination between field offices and other departments and agencies, particularly the Environmental Protection Agency, the Department of Transportation, Department of Defense representatives, and the Veterans Administration. HUD staff shall utilize the acceptability standards in commenting on the prospective impacts of transportation facilities and other noise generators in the Environmental Impact Statement review process.

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§51.103 Criteria and standards.

These standards apply to all programs as indicated in §61.101.

(a) *Measure of external noise environments.* The magnitude of the external noise environment at a site is determined by the value of the day-night average sound level produced as the result of the accumulation of noise from all sources contributing to the external noise environment at the site. Day-night average sound level, abbreviated as DNL and symbolized as L_{dn}, is the 24-hour average sound level, in decibels, obtained after addition of 10 decibels to sound levels in the night from 10 p.m. to 7 a.m. Mathematical expressions for average sound level and day-night average sound level are stated in the Appendix.

(b) *Loud impulsive sounds.* On an interim basis, when loud impulsive sounds, such as explosions or sonic booms, are experienced at a site, the day-night average sound level produced by the loud impulsive sounds alone shall have 8 decibels added to it in assessing the acceptability of the site (see Appendix). Alternatively, the C-weighted day-night average sound level (L_{Cdn}) may be used without the 8 decibel addition, as indicated in Section 51.106(a)(3).

Methods for assessing the contribution of loud impulsive sounds to day-night average sound level at a site and mathematical expressions for determining whether a sound is classed as "loud impulsive" are provided in the Appendix.

(c) *Exterior standards.* The degree of acceptability of the noise environment at a site is determined by the sound levels external to buildings or other facilities containing noise sensitive uses. The standards shall usually apply at a location 2 meters (6.5 feet) from the building housing noise sensitive activities in the direction of the predominant noise source. Where the building location is undetermined, the standards shall apply 2 meters (6.5 feet) from the building setback line nearest to the predominant noise source. The standards shall also apply at other locations where it is determined that quiet outdoor space is required in an area ancillary to the principal use on the site.

The noise environment inside a building is considered acceptable if (a) the noise environment external to the building complies with these standards, and (b) the building is constructed in a manner common to the area or, if of uncommon construction, has at least the equivalent noise attenuation characteristics.

This is because the reverberation effect of sound waves hitting the wall will increase the noise levels at the site. You won't pick this up unless you back off from the wall to measure.

Site Acceptability Standards

	Day-night average sound level (in decibels)	Special approvals and requirements
Acceptable	Not exceeding 65 dB(1)	None
Normally Unacceptable	Above 65 dB but not exceeding 75 dB	Special Approvals (2) Environmental Review (3) Attenuation (4)
Unacceptable	Above 75 dB	Special Approvals (2) Environmental Review (3) Attenuation (5)

Notes.—(1) Acceptable threshold may be shifted to 70 dB in special circumstances pursuant to Section 51.105(a)

(2) See Section 51.104(b) for requirements.

(3) See Section 51.104(b) for requirements.

(4) 5 dB additional attenuation required for sites above 65 dB but not exceeding 70 dB and 10 dB additional attenuation required for sites above 70 dB but not exceeding 75 dB. (See Section 51.104(a).)

(5) Attenuation measures to be submitted to the Assistant Secretary for CPD for approval on a case-by-case basis.

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§51.104 Special requirements.

(a) *Noise attenuation.* Noise attenuation measures are those required in addition to attenuation provided by buildings as commonly constructed in the area, and requiring open windows for ventilation. Measures that reduce external noise at a site shall be used wherever practicable in preference to the incorporation of additional noise attenuation in buildings. Building designs and construction techniques that provide more noise attenuation than typical construction may be employed also to meet the noise attenuation requirements.

(1) *Normally Unacceptable noise zone.* Approvals in this zone require a minimum of 5 decibels additional sound attenuation for buildings having noise-sensitive uses if the day-night average sound level is greater than 65 decibels but does not exceed 70 decibels, or a minimum of 10 decibels of additional sound attenuation if the day-night average sound level is greater than 70 decibels but does not exceed 75 decibels.

(2) *Unacceptable noise zone.* Noise attenuation measures require the approval of the Assistant Secretary for Community Planning and Development (See §51.104(b)(2).)

(b) *Special Approvals and Environmental Review Requirements.* Environmental clearances shall be conducted pursuant to the requirements of HUD's Departmental Policies, Responsibilities and Procedures for Protection and Enhancement of Environmental Quality (38 FR 19182 as amended) or other environmental regulations which may be issued by the Department. The Special Clearance and Environmental Impact Statement (EIS) threshold requirements are hereby modified for all projects proposed in the Normally Unacceptable and Unacceptable noise exposure zones as follows:

(1) *Normally Unacceptable noise zone.* (i) All projects located in the Normally Unacceptable Noise Zone require a Special Environmental Clearance except an EIS is required for a proposed project located in a largely undeveloped area, or where the HUD action is likely to encourage the establishment of incompatible land use in this noise zone.

Berms and barriers are our first choice because they provide protection for yards, playgrounds, etc. Since outdoor activity is often very important to residents we want to protect the outdoor areas as much as possible.

By definition a barrier must be separate from the building or area it is providing attenuation for. After all barriers are preferred because they improve exterior as well as interior levels. Non-noise sensitive buildings can, however, be used as barriers for noise sensitive buildings or exterior areas.

Assumption is that standard construction provides an average of 20 L_{dn} attenuation. At 65 L_{dn} or below this amount of attenuation would be sufficient to meet interior level of 45 L_{dn}. Additional requirements are designed to meet this goal even when exterior noise levels are higher.

Substitute Environmental Assessment (with ECO concurrence) wherever you see Special Clearance.

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(ii) When an EIS is required, the concurrence of the Regional Administrator is also required before a project can be approved. For the purposes of this paragraph, an area will be considered as largely undeveloped unless the area within a 2-mile radius of the project boundary is more than 50 percent developed for urban uses and infrastructure (particularly water and sewers) is available and has capacity to serve the project.

(iii) All other projects in the Normally Unacceptable zone require a Special Environmental Clearance, except where an EIS is required for other reasons pursuant to HUD environmental policies.

(2) *Unacceptable noise zone.* An EIS is required prior to the approval of projects with unacceptable noise exposure. Projects in or partially in an Unacceptable Noise Zone shall be submitted through the Regional Administrator to the Assistant Secretary for Community Planning and Development for approval. The Assistant Secretary may waive the EIS requirement in cases where noise is the only environmental issue and no outdoor sensitive activity will take place on the site. In such cases, a Special Environmental Clearance is required.

When the area in question is in a small community outside an SMSA and the application of the 2 mile radius rule would be unreasonable, an area can be considered largely developed if it is contiguous to existing development and infrastructure is available and has capacity to serve the project. The Assistant Secretary will review them on a case-by-case basis. In all other cases the 2 mile radius/50% rule still applies.

§51.105 Exceptions.

(a) *Flexibility for non-acoustic benefits.* Where it is determined that program objectives cannot be achieved on sites meeting the acceptability standard of 65 decibels, the Acceptable Zone may be shifted to L_{dn} 70 on a case-by-case basis if all the following conditions are satisfied:

(1) The project does not require an Environmental Impact Statement under provisions of section 104(b)(1) and noise is the only environmental issue.

(2) The project has received a Special Environmental Clearance and has received the concurrence of the Environmental Clearance Officer.

(3) The project meets other program goals to provide housing in proximity to employment, public facilities and transportation.

(4) The project is in conformance with local goals and maintains the character of the neighborhood.

(5) The project sponsor has set forth reasons, acceptable to HUD, as to why the noise attenuation measures that would normally be required for new construction in the L_{dn} 65 to L_{dn} 70 zone cannot be met.

Caution—every effort should be made to get official contours—particularly for military installations and large air carrier airports rather than trying to use the *Noise Assessment Guidelines.*

What this really means is that the 5db attenuation requirement for the 65–70 L_{dn} zone is waived. Primarily intended for urban areas where alternative sites are not available. Note that *all* conditions must be met.

(6) Other sites which are not exposed to noise above L_{dn} 65 and which meet program objectives are generally not available.

The above factors shall be documented and made part of the project file.

§51.106 Implementation.

(a) *Use of available data.* HUD field staff shall make maximum use of noise data prepared by others when such data are determined to be current and adequately projected into the future and are in terms of the following:

(1) *Sites in the vicinity of airports.* The noise environment around airports is described sometimes in terms of Noise Exposure Forecasts, abbreviated as NEF or, in the State of California, as Community Noise Equivalent Level, abbreviated as CNEL. The noise environment for sites in the vicinity of airports for which day-night average sound level data are not available may be evaluated from NEF or CNEL analyses using the following conversions to DNL:

DNL ≈ NEF + 35

DNL ≈ CNEL

(2) *Sites in the vicinity of highways.* Highway projects receiving Federal aid are subject to noise analyses under the procedures of the Federal Highway Administration.

Where such analyses are available they may be used to assess sites subject to the requirements of this standard. The Federal Highway Administration employs two alternate sound level descriptors: (a) The A-weighted sound level not exceeded more than 10 percent of the time for the highway design hour traffic flow, symbolized as L_{10}; or (b) the equivalent sound level for the design hour, symbolized as L_{eq}. The day-night average sound level may be estimated from the design hour L_{10} or L_{eq} values by the following relationships, provided heavy trucks do not exceed 10 percent of the total traffic flow in vehicles per 24 hours and the traffic flow between 10 p.m. and 7 a.m. does not exceed 15 percent of the average daily traffic flow in vehicles per 24 hours:

DNL ≈ L_{10} (design hour)—3 decibels

DNL ≈ L_{eq} (design hour) decibels

Where the auto/truck mix and time of day relationships as stated in this Section do not exist, the HUD Noise Assessment Guidelines or other noise analysis shall be used.

These requirements are very important. Be careful with design hour values.

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(3) *Sites in the vicinity of installations producing loud impulsive sounds.* Certain Department of Defense installations produce loud impulsive sounds from artillery firing and bombing practice ranges. Noise analyses for these facilities sometimes encompass sites that may be subject to the requirements of this standard. Where such analyses are available they may be used on an interim basis to establish the acceptability of sites under this standard.

The Department of Defense uses day-night average sound level based on C-weighted sound level, symbolized L_{Cdn}, for the analysis of loud impulsive sounds. Where such analyses are provided, the 8 decibel addition specified in 51.103(b), is not required, and the same numerical values of day-night average sound level used on an interim basis to determine site suitability for non-impulsive sounds apply to the L_{Cdn}.

(4) *Use of areawide acoustical data.* HUD encourages the preparation and use of areawide acoustical information, such as noise contours for airports. Where such new or revised contours become available for airports (civil or military) and military installations they shall first be referred to the Regional Office (Environmental Clearance Officer) for review, evaluation and decision on appropriateness for use by HUD. The Regional Office shall submit revised contours to the Assistant Secretary of Community Planning and Development for review, evaluation and decison whenever the area affected is changed by 20 percent or more, or whenever it is determined that the new contours will have a significant effect on HUD programs, or whenever the contours are not provided in a methodology acceptable under §51.106(a)(1) or in other cases where the Regional Office determines that Headquarters review is warranted. For other areawide acoustical data, review is required only where existing areawide data are being utilized and where such data have been changed to reflect changes in the measurement methodology or underlying noise source assumptions.

Contours for future noise levels based on new construction, mission changes etc. which become available as part of the Environmental Impact Statement process shall not be used until the NEPA process is complete and a decision on the proposed action is made.

When new or revised contours are approved, make sure all interested people in local area are informed that HUD will be using different contours. Make a special effort to inform the most active developers in area or developers who have worked with HUD before.

This is also required for noise studies for developers by consultants, whether to provide original data, or to contest existing data or a HUD analysis. It is particularly important to make sure the same traffic, vehicle or operational data were used for each study, when one study is being contested.

Requests for determination on usage of new or revised areawide data shall include the following:

(i) Maps showing old, if applicable, and new noise contours, along with brief description of data source and methodology.

(ii) Impact on existing and prospective urbanized areas and on development activity.

(iii) Impact on HUD-assisted projects currently in processing.

(iv) Impact on future HUD program activity. Where a field office has determined that immediate approval of new areawide data is necessary and warranted in limited geographic areas, the request for approval should state the circumstances warranting such approval. Actions on proposed projects shall not be undertaken while new areawide noise data are being considered for HUD use except where the proposed location is affected in the same manner under both the old and new noise data.

(b) *Site assessments.* Compliance with the standards contained in §51.103(c) shall, where necessary, be determined using noise assessment guidelines, handbooks, technical documents and procedures issued by the Department.

(c) *Variations in site noise levels.* In many instances the noise environment will vary across a site, with portions of the site being in an Acceptable noise environment and other portions in a Normally Unacceptable noise environment. The standards in §51.103(c) shall apply to the portions of a building or buildings used for residential purposes and for ancillary noise sensitive open spaces.

(d) *Noise measurements.* Where noise assessments result in a finding that the site is borderline or questionable, or is controversial, noise measurements may be performed. Where it is determined that noise measurements are required, such measurements will be conducted in accordance with methods and measurement criteria established by the Department. Locations for noise measurements will depend on the location of noise sensitive uses that are nearest to the predominant noise source (see §51.103(c)).

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(e) *Projections of noise exposure.* In addition to assessing existing exposure, future conditions should be projected. To the extent possible, noise exposure shall be projected to be representative of conditions that are expected to exist at a time at least 10 years beyond the date of the project or action under review.

When projections for airports are based on new construction or similar actions the likelihood that such major action will actually take place should be carefully evaluated. This is particularly important if local funding is required. Check to see if initial actions such as land purchases, bonds etc. been taken. If projections are just based on expanded traffic levels make sure they are reasonable for the area. Projections for smaller communities are often overly optimistic.

(f) *Reduction of site noise by use of berms and/or barriers.* If it is determined by adequate analysis that a berm and/or barrier will reduce noise at a housing site, and if the barrier is existing or there are assurances that it will be in place prior to occupancy, the environmental noise analysis for the site may reflect the benefits afforded by the berm and/or barrier.

This provision should be used with caution. Very clear and strong assurances that berms or barriers will be constructed should be obtained in writing before approval.

Again also note that by definition a barrier must be physically separate from the building or area it is providing attenuation for.

The *Noise Assessment Guidelines* contain procedures for evaluating barrier effectiveness.

In the environmental review process under §51.104(b), the location height and design of the berm and/or barrier shall be evaluated to determine its effectiveness, and impact on design and aesthetic quality, circulation and other environmental factors.

Appendix to Subpart B—definition of acoustical quantities

1. *Sound Level.* The quantity in decibels measured with an instrument satisfying requirements of American National Standard Specification for Type 1 Sound Level Meters S1.4-1971. Fast time-averaging and A-frequency-weighting are to be used, unless others are specified. The sound level meter with the A-weighting is progressively less sensitive to sounds of frequency below 1,000 hertz (cycles per second), somewhat as is the ear. With fast time averaging the sound level meter responds particularly to recent sounds almost as quickly as does the ear in judging the loudness of a sound.

(2) *Average Sound Level.* Average sound level, in decibels, is the level of the mean-square A-weighted sound pressure during the stated time period, with reference to the square of the standard reference sound pressure of 20 micropascals.

$$L_{dn} = 10 \log_{10} \left[\frac{1}{86400} \left(\int_{0000}^{0700} 10^{[L_A(t)+10]/10}\, dt + \int_{0700}^{2200} 10^{L_A(t)/10}\, dt + \int_{2200}^{2400} 10^{[L_A(t)+10]/10}\, dt \right) \right]$$

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Time t is in seconds, so the limits shown in hours and minutes are actually interpreted in seconds. $L_A(t)$ is the time varying value of A-weighted sound level, the quantity in decibels measured by an instrument satisfying requirements of American National Standard Specification for Type 1 Sound Level Meters S1.4–1971.

3. *Loud Impulsive Sounds.* When loud impulsive sounds such as sonic booms or explosions are anticipated contributors to the noise environment at a site, the contribution to day-night average sound level produced by the loud impulsive sounds shall have 8 decibels added to it in assessing the acceptability of a site.

A loud impulsive sound is defined for the purpose of this regulation as one for which:

(i) The sound is definable as a discrete event wherein the sound level increases to a maximum and then decreases in a total time interval of approximately one second or less to the ambient background level that exists without the sound; and

(ii) The maximum sound level (obtained with slow averaging time and A-weighting of a Type 1 sound level meter whose characteristics comply with ANSI S1.4–1971) exceeds the sound level prior to the onset of the event by at least 6 decibels; and

(iii) The maximum sound level obtained with fast averaging time of a sound level meter exceeds the maximum value obtained with slow averaging time by at least 4 decibels.

Issued at Washington, D.C., on July 5, 1979.

Patricia Roberts Harris,
Secretary of Housing and Urban Development.

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Quiz on the Noise Regulations

Questions

1. What is the HUD policy on support for existing constructon in high noise areas?
2. What is the definition of "major or substantial rehabilitation"?
3. What is HUD's Interior noise goal?
4. What project approval authority does the Field Office have?
5. Who approves projects in the Unacceptable Zone?
6. What noise descriptor is used to express noise levels in the regulation?
7. How are loud impulsive sounds to be evaluated?
8. At what point on a building's exterior are sound levels to be determined?
9. What is the basic assumption behind the attenuation levels required?
10. What type of attenuation measures are preferred?
11. When should building attenuation measures be considered?
12. When are EIS's required?
13. When is an area considered "largely undeveloped"?
14. What is "Flexibility for Non-Acoustic Benefits"?
15. Six conditions are listed for waiving the attenuation requirement under the Flexibility for Non-Acoustic Benefits provision, how many must be met for the waiver to be granted?
16. Who has the authority to grant the attenuation requirements waiver under the "flexibility" provision?
17. What noise descriptors other than DNL are acceptable for aircraft noise contours?
18. Who normally approves areawide noise data such as airport noise contours?
19. If a site is partially in the Unacceptable Zone and partially in the Normally Unacceptable Zone, which review and approval procedures apply?
20. When should noise measurements be used in lieu of areawide data or *Noise Assessment Guidelines* calculations?

Quiz on the Noise Regulations

Answers

1. Noise exposure can not, by itself, be the basis for denying support for resale and purchase of existing buildings. (Section 51.101(a)(4))
2. "Major or substantial rehabilitation" is defined in individual program guidance. There is no single definition. (51.101(a)(5) marginal note)
3. 45 L_{dn} (Section 51.101(a)(9))
4. projects in Acceptable Zone; also projects in Normally Unacceptable Zone provided that
• adequate sound attenuation is provided
• no EIS is required (Section 51.102(a)(1))
5. The Assistant Secretary for Community Planning and Development. (Section 51.102(A)(3) and 51.104(b))
6. The day night average sound level system (DNL). (Section 51.103(a))
7. Two ways:
• If plain DNL levels have been calculated or measured, add a 8 decibel penalty.
• Alternatively, the C weighted day night average sound level system (L_{Cdn}) can be used as is. (Section 51.103(b))
8. Two meters (6.5 feet) away from the building exterior, moving towards the predominant noise source. (Section 51.103(c))
9. That current construction practices provide about 20 db attenuation. Thus in a 65 L_{dn} or lower area the interior goal of 45 L_{dn} would be met with standard construction. The additional attenuation required is the increment over that provided by standard construction necessary to achieve the interior goal of 45 L_{dn}. (Section 51.104(a) marginal note)
10. Measures which reduce **exterior** noise levels. (51.104(a))
11. Only after it has been determined that berms and barriers or site redesign are not practical alternatives. (Section 51.104(a))
12. When the project is located in the Unacceptable Zone or the project is located in a largely undeveloped area and the project is in the Normally Unacceptable Zone. (Section 51.104(b))
13. When the area within a 2 mile radius of the project is less than 50% developed for urban uses and infrastructure is not in place and available to serve the project. (Section 51.104(b)(1)(ii))
14. A provision in the regulations which allows the attenuation requirements for the 65–70 L_{dn} zone to be waived. (Section 51.105(a) and marginal note)
15. All six conditions must be met. (Section 51.105(a))
16. The field office. (Section 51.102(a))
17. NEF and CNEL. (Section 51.106(a)(1))
18. The Regional Office. (Section 51.106(a)(4))
19. The review and approval procedures for projects in the Unacceptable Zone apply. (Section 51.104(b)(2))
20. Only when the noise assessment indicates that the site is on the borderline between Acceptable and Unacceptable, or when the site is controversial. (Section 51.106(d))

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Chapter 3

Major Policy and Implementation Questions Related to the Noise Regulation

As regulations are applied in the field, it is inevitable that questions will arise. It is, after all, very difficult to anticipate every situation when preparing a regulation. Sometimes the questions relate to specific and unique situations of limited interest to anyone but the office involved. Other questions, however, raise issues of more general concern. In this section we have brought together the most important and most relevant questions that have arisen since the noise regulation went into effect in August of 1979. We have used a question and answer format for your convenience.

The following are the topics included:

1. Noise projections for civil airports
2. Definition of infill for small towns
3. Areawide EIS waivers
4. Requirements for modernization and rehabilitation projects
5. Use of berms and barriers as attenuation measures
6. New and revised airport noise contours

Questions and Answers

1. How valid and useful are civil airport noise projections that show significant reductions in the amount of land exposed to high noise levels? Should we be suspicious?

Contours that show significant reductions in the area exposed to high noise levels may seem questionable, but, according to the Environmental Protection Agency, they may be quite accurate. The EPA does expect to see some significant reductions in the number of people exposed to high levels of aircraft noise over the next 15 years. In their report *Aviation Noise: The Next Twenty years*, EPA stated that they expected to see the number of people exposed to levels of 65 Ldn or greater to drop from a 1975 figure of 5,550,000 to about 2,650,000 in the year 2000. Much of this reduction would occur during the period 1980–1985 with more modest decreases thereafter. The reductions are expected to result from the Federal Aviation Administration's current noise certification requirements, even with up to 100% increases in aircraft operations. (Current certification requirements are for all new aircraft to achieve stage three noise levels and all older aircraft to achieve stage two levels by 1985. Progress has been good in meeting these requirements.)

In general then, you should not be surprised to see significant reductions in contour size if the following conditions are met:

- the decrease in size is no more than 50%;
- the increase in operations is no more than 100%; and
- FAR stage 3 aircraft, such as the B757 and B767, are included in the fleet mix, but not to the total exclusion of all other aircraft.

Assuming that the contours are otherwise technically correct, significantly smaller contours should be acceptable.

2. Many small towns aren't big enough for a project to meet the definition of infill contained in section 51.104 (b)(1)(ii). However, a project located in the heart of town can hardly be considered to be in a largely undeveloped area. Must an EIS be prepared?

Not necessarily. If the jurisdiction in which the project is located is not part of a standard metropolitan area, a project may be considered infill if it is within or contiguous to the already developed area and infrastructure (particularly water and sewer) is available and has the capacity to serve the project. It must also be clear that the project will not encourage the establishment of other incompatible land uses in the normally unacceptable noise zone.

If you believe a project meets these criteria, submit documentation to the Office of Environment and Energy for their review and determination.

3. What can we do to reduce the procedural burden when, for a variety of reasons, the Department expects to be considering a number of projects in an unacceptable noise zone? Most of the projects would probably qualify for an EIS waiver, but how can we avoid filling repetitive, individual requests?

While the number of cases where the Department would be seriously considering a number of projects exposed to unacceptable noise levels in the same jurisdiction is likely to be limited, there is an alternative to individual processing in those situations. The alternative is to issue an areawide waiver for the entire affected jurisdiction. Such a waiver can be useful when the unacceptable noise zone heavily impacts a substantially developed community with limited site alternatives. (In most cases we would expect that the noise source would be aircraft, but in very small towns it is possible that a heavily used rail line could create a large unacceptable noise zone.)

An areawide EIS waiver would, of course, have to have a more detailed environmental assessment than an individual project request, and there are other special processing steps.

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But if you have a situation where you think the Department has a good reason to expect to process a number of projects within the unacceptable noise zone, there is an alternative to individual EIS waivers. Contact the Office of Environment and Energy for details on how to request the areawide waiver.

4. What exactly are the processing requirements and general policies for modernization and rehabilitation projects? Does secton 51.104 apply to them as well as to new construction? The noise regulation is a bit confusing on this.

Yes, the noise regulation is a bit confusing on this question. We have seen several instances where field offices have mistakenly applied the provisions of Section 51.104 to modernization and rehabilitation projects. We believe that this happens because section 51.104 is not as clearly titled as it might have been. It would be better if it read "special requirements for new construction" rather than simply "special requirements".

The only parts of the regulation that apply to modernization and rehabilitation projects are sections 51.101 (a)(5) and the definitions of normally unacceptable and unacceptable noise zones contained in the table in section 51.103. None of the other proessing or policy provisions of the table or of sections 51.102 and 51.104 apply. Therefore:

- modernization and rehabilitation projects are to be processed by the field offices regardless of the noise zone.
- EIS's are not required for modernization and rehabilitation projects unless mandated by other applicable environmental regulations.

You must however continue to encourage attenuation features in modernization and rehabilitation projects, in accordance with the general policy stated in section 51.101(a)(5).

5. We know that berms and barriers are the preferred type of noise attenuation because of the protection they provide for outdoor living areas, but we need some further guidance on when they are really the best choice.

While barriers can be an effective noise attenuation technique, they must, indeed, be used with caution and common sense because they can create more problems than they solve. Very high noise barriers can create significant aesthetic and financial problems relative to the noise benefit to be achieved. Barriers can block light, hinder natural ventilation, create an unpleasant sense of being walled in, and can be very unattractive. In addition, barriers do require continuing maintenance and can be very costly to build.

It is important to remember that the noise regulation says that "measures that reduce external noise at a site shall be used **wherever practicable.**" Is it practicable to propose a 20 foot high barrier only 15 feet from the rear of a two-story building? Granted it would certainly protect the building from noise, but what about the blocked light, the reduced ventilation, the visual impact, and the cost? The purpose of a barrier is primarily to reduce the noise levels in those outdoor areas that people use. The secondary purpose is to reduce the need for structural attenuation. Therefore, the barrier should only be as high as is necessary to protect those areas. Structural attenuation should be required for the parts of the building not protected by the barrier. And if there aren't any outdoor areas where low noise levels are important, barriers shouldn't be required unless they would be more cost effective than building attenuation measures.

6. What should we be doing once we have processed new or revised aircraft noise contours and they have been approved for use?

The most important thing you can do once new or revised aircraft noise contours have been approved for use is to tell the people who are most likely to be affected by the change. If you have a newsletter that you regularly publish, that is one way to get the word out. At the very least you should specifically notify the affected jurisdictions and the builders/developers who are known to be active in the vicinity of the noise impacted areas. Make sure you notify builders and developers who have large scale projects that you have been processing in sections. Go back and check your files to find them. Even though you should have done an overall environmental review of the project at the time the first section was submitted, the approval of individual sections is dependent on the noise levels at the time that section is submitted.

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Chapter 4

Noise Attenuation

Introducton

HUD's noise policy (24 CFR 51B) clearly requires that noise attenuation measures be provided when proposed projects are to be located in high noise areas. The requirements set out in Section 51.104(a) are designed to insure that interior levels do not exceed the 45 L_{dn} level established as a goal in Section 51.101(a)(9). Thus, in effect, if the exterior noise level is 65 L_{dn} to 70 L_{dn}, 25 db of noise attenuation must be provided; if the exterior noise level is between 70 and 75 L_{dn}, then 30 db of attenuation is required. Likewise, for projects proposed for areas where noise levels exceed 75 L_{dn}, sufficient attenuaton must be provided to bring interior levels down to 45 L_{dn} or below.

There are three basic ways to provide the noise attenuation required:

1. the use of barriers or berms
2. site design
3. acoustical construction

Of these, only the first two provide any improvement in the exterior environment. Because HUD considers a quiet exterior environment to be important, we prefer the use of those measures that reduce exterior levels as well as interior levels. The use of acoustical construction by itself is, therefore, the least preferred alternative since it only affects the interior levels. While we recognize that in many cases barriers or site design cannot provide all the attenuation necessary, you should combine them with acoustical construction whenever possible.

Your responsibility as a HUD staff member is to:

- make sure the project sponsor or developer is aware of the attenuation requirements for the project.
- make the sponsor aware of the options available

and

- review attenuation proposals to make sure they are adequate.

While it is not your responsibility to provide detailed design assistance to the sponsor or developer, you should know enough about the attenuation options to give him or her a basic understanding of what must be done. In many cases, you may be able to reassure the sponsor or developer that the necessary attenuation can be achieved through the use of common construction techniques or materials. Or you may be able to point out how a simple site design change can achieve the desired result without additional cost.

The following sections are designed to provide you with the information you will need to fulfill your responsibilities. Each attenuation approach is discussed both in terms of basic concepts and in terms of what to look for in reviewing attenuation proposals. The discussion does assume that you have a working knowledge of the *Noise Assessment Gujidelines*. If you have not worked with the *Guidelines* before or not recently you may want to go back and review them, particularly the section on calculating the effects of barriers.

Barrier Noise Reduction Concepts

(The following, with some editing and with some additional graphics, is taken from the Federal Highway Administration's *Noise Barrier Design Handbook*.[1])

When no obstacles are present between [a source] and adjoining areas, sound travels by a **direct** path from the "sources"... to [the] "receivers"..., as shown in Figure 1. Introduction of a barrier between the source and receiver redistributes the sound energy into several [indirect] paths: a **diffracted** path, over the top of the barrier; a **transmitted** path, through the barrier; and a **reflected** path, directed away from the receiver. These paths are also illustrated in Figure 1.

[1] *Noise Barrier Design Handbook* US Department of Transportation, Federal Highway Administration, February 1976. (FHWA-RD-76-58).

Figure 1
Alteration of Noise Paths by a Barrier

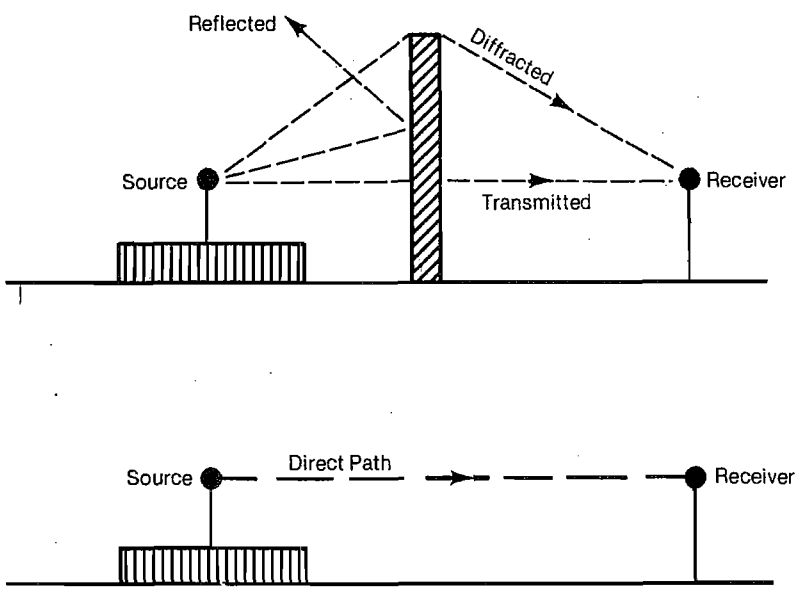

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Barrier Diffraction and Attenuation

Consider an infinitely long, infinitely massive noise barrier placed between a highway and the receiver. Figure 2 illustrates a cross-section through such a configuration. [In] this example, the only way that sound can reach the receiver is by bending over the top of the barrier; as shown in the figure. The bending of sound waves in this manner over an obstacle is known as diffraction. The area in which diffraction occurs behind the barrier is known as the "shadow zone." The straight path from the source over the top of the barrier forms the boundary of this zone.

All receivers located in the shadow zone will experience some sound attenuation; the amount of attenuation is directly related to the magnitude of the diffraction angle ϕ. As ϕ increases, the barrier attenuation increases. The angle ϕ will increase if the barrier height increases, or if the source or receiver are placed closer to the barrier. Clearly then the barrier attenuation is a function of the geometrical relationship between the source, receiver, and barrier. One way of relating these parameters to the barrier attenuation is to define the path-length difference as shown in Figure 3. This parameter is the difference in distance that the sound must travel in diffracting over the top of the barrier rather than passing directly through it.

In the preceding discussion it was assumed that the barrier was "infinite"; i.e., long enough to shield the receiver from all sound sources up and down the highway. For short barriers, the attenuation can be seriously limited by the sound from sections of highway beyond the barrier's ends, which are unshielded from the receiver, as shown in Figure 4. Similarly, when there are large gaps in the barrier (to permit access, for example), sound from the unshielded section of highway adjacent to the gap can greatly compromise barrier attenuation, especially for those receivers close to the opening.

Figure 2
Barrier Diffraction

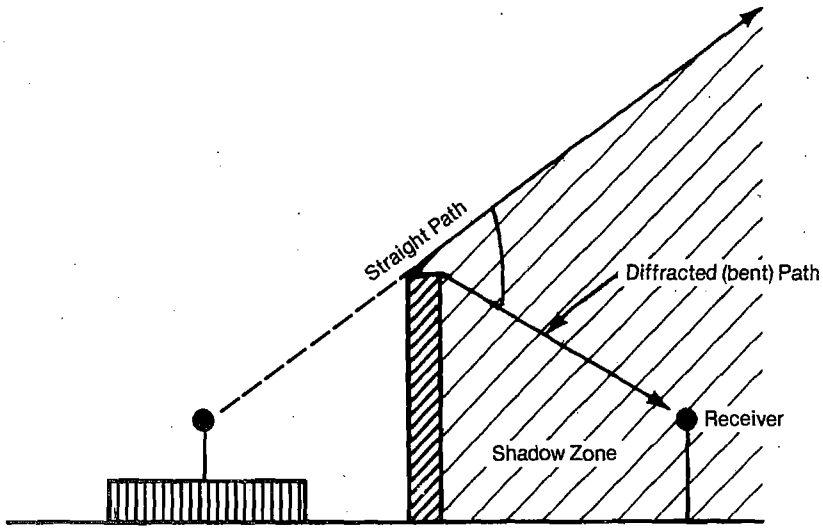

Figure 3
Path Length Difference $\delta = A + B - d$

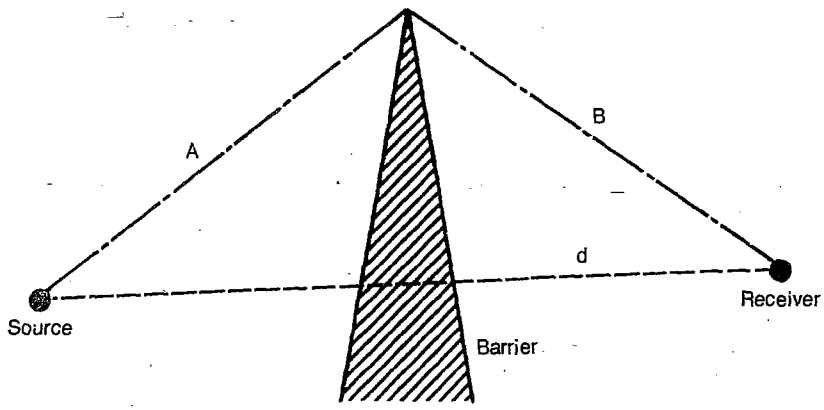

Figure 4
Short-circuit of Barrier Around Ends and Through Openings

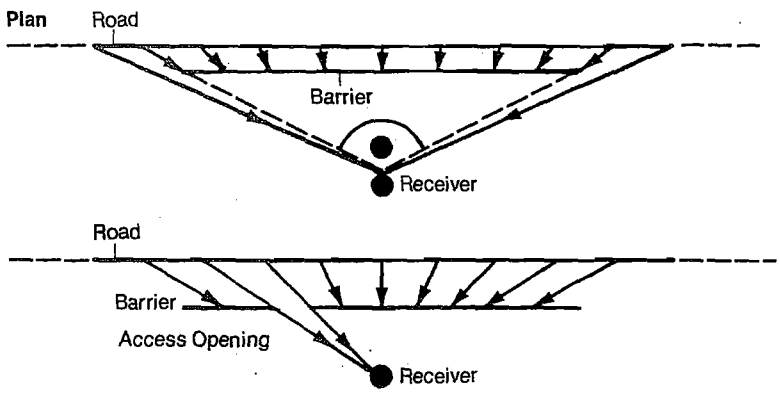

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It should be mentioned that the use of barrier walls with sloped sides (forming angles of grater than 10–15 degrees from the vertical) will also generally eliminate multiple reflections. Use of earth berms is particularly appropriate to accomplish this. Sloped barrier walls will require more material to achieve a desired height than a vertical wall, while berms will require greater right-of-way than a thin wall.

Ground Effects

Consider again the direct path of sound from the source to receiver as illustrated in Figure 1 in the absence of any obstacles. For sources and receivers located close to the ground, in addition to this direct path sound energy may reach the receiver by reflecting off the ground. When the terrain is relatively hard and flat, such a reflection will add to the noise from the direct path to increase the level at the receiver. However, when the ground is soft, there may be a phase reversal upon reflection such that the noise from the ground reflection path will destructively interfere with the noise from the direct path resulting in a significant reduction in noise levels at the receiver.

This reduction in level, known as ground-effect attenuation, is in excess of the 3 dB per doubling of distance propagation loss for a line source of noise and occurs only above soft absorptive ground (such as normal earth and most ground with vegetation). Over hard ground (such as concrete, stone and very hard-packed earth) these effects do not occur. These effects are most apparent for receivers on the ground floor, and decrease rapidly as receiver height above ground increases.

While ground absorption effects are not completely understood, it is generally believed that these effects account for the 4.5 dB per doubling of distance propagation loss observed over soft ground, as compared to the 3 dB propagation loss observed over hard ground. The implication with regard to barrier design is that placement of a barrier over soft ground between source and receiver will re-direct the sound over the top of the barrier, thus destroying the ground reflection and the additional 1.5 dB per doubling of distance attenuation. Thus, the barrier must be designed to provide more reduction than would otherwise be necessary, to compensate for the lost ground effects over absorptive ground.

Summary

(From: *Design Guide*, National Bureau of Standards[1])

In summary, the following can be said about noise barriers.

- If a barrier does not block the line-of-sight between the source and receiver, the barrier will provide little or no attenuation.
- If a barrier is constructed of a material with a surface weight density greater than 4 lb/ft^2 and there are no openings through the barrier, transmitted sound will usually be negligible.
- If there are openings totaling over 10 percent or more of the barrier area, barrier attenuation will be negligible.
- Diffracted sound is usually the most important aspect in estimating barrier attenuation.
- Reflected sound can be important for receivers on the source side of a barrier, but it normally is not a factor for receivers on the side opposite from the source. Hence reflected sound is usually not important to your building and site.
- Transmission of sound around the ends of the barrier can be critical if the barrier included angle is less than 170°.
- Barrier attenuations greater than an A-weighted sound level difference of 10 dB are difficult to obtain.
- For two or more barriers "in series," consider only the "dominant" barrier.
- Assume no attenuation for a receiver located beyond the end of a barrier.

Reviewing Barrier Proposals

An effective barrier is one which reduces the noise level behind the barrier to 65 L_{dn} or lower. If a barrier can reduce the exterior noise level to 65 L_{dn}, then standard construction techniques should be sufficient to insure an interior level of 45 L_{dn} or below. Therefore, if you determine that a proposed barrier is adequate to reduce the exterior noise level to 65 L_{dn} then no additional attenuation measures should be necessary.

[1] *Design Guide for Reducing Transportation Noise in and Around Buildings*, US Department of Commerce, National Bureau of Standards, April 1978. (Building Science Series 84)

There are four things to check when determining the adequacy of a proposed barrier:

1. Is it high enough?
2. Is it long enough?
3. Is it made of the right materials?
4. Is it properly constructed?

Is it High Enough?

In order for a barrier to be effective it must be at least high enough to break the line of sight between the source and the receiver. In the *Noise Assessment Guidelines* you will find the procedure for determining how much attenuation is provided by a barrier of a given height.

In general, barriers and berms are most effective for one and two story buildings because a relatively low barrier can often provide the attenuation needed. The height that might be required to provide attenuation for much taller buildings is often not feasible for either cost or aesthetic reasons. However, even if a barrier can not be made high enough to attenuate the upper floors of a multistory building, it may still be able to provide some protection for outdoor recreational areas. Before discarding the barrier idea check for this possibility.

If you find that the barrier as proposed is too short to be effective but the sponsor or developer tells you that he or she can not make the barrier any higher, there are some alternatives you can suggest. There are ways to get more attenuation out of each foot of overall height.

As a general rule, barriers work better the closer they are to the source. Figure 6 shows a barrier that does not block the line of sight at all when it is located next to the receiver, yet is quite tall enough when located next to the source. Thus, if the sponsor or developer can not make the barrier any taller, perhaps he or she can move it closer to the source.

Another way to get more attenuation without increasing overall barrier height is to bend the top of the barrier towards the source. Figure 7 shows a case where a barrier built perfectly straight provides 8 dB of attenuation. A barrier with the same overall height but with a 45 degree bend towards the source provides 9.5 dB of attenuation. Thus if the project sponsor or developer wants to keep the overall height of the barrier down, he or she can still increase the attenuation provided simply by bending the top.

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Figure 6
Effect of Moving the Barrier Closer to the Source

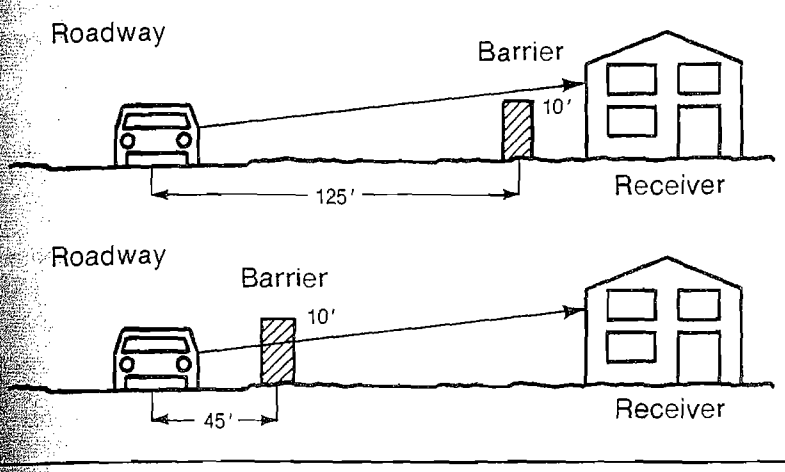

Figure 7
Effect of Bending the Top of the Barrier Towards the Source

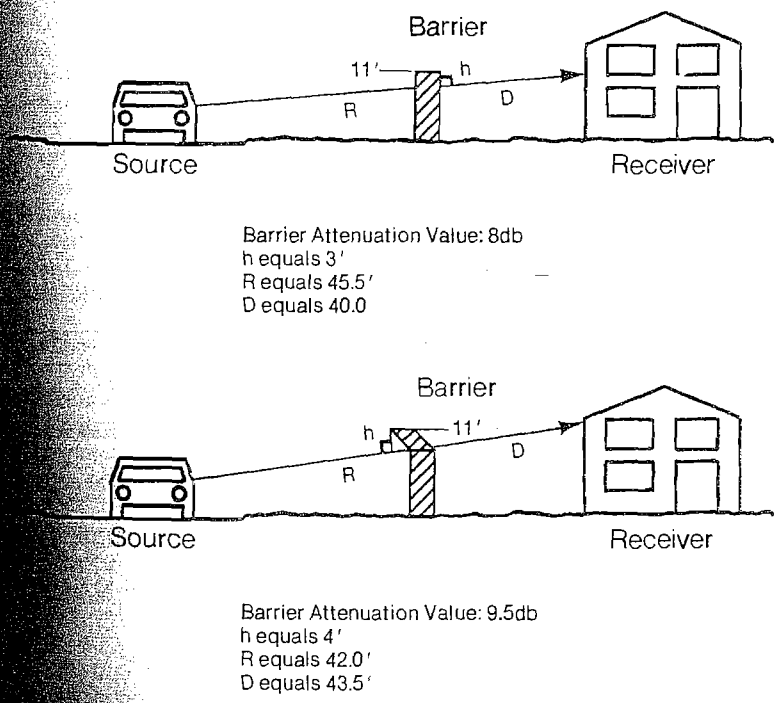

Thus, if your review of a proposed barrier shows it to be too short, but it can not be made any higher, suggest that the barrier be moved closer to the source or that it be bent at the top, or both.

Is It Long Enough?

Once you have established how much attenuation the barrier provides due to its height, you must determine if the length of the barrier compromises that attenuation level. Again, *the Noise Assessment Guidelines* contain a procedure for calculating the effect of barrier length.

If you find that the barrier is too short but that there are limitations on how long it can be made, there are, as there were with barrier heights, some recommendations you can make on how to improve the effectiveness of the barrier.

Again, if you bend the edges of the barrier, this time towards the **receiver** not the source, you will increase the effectiveness of the barrier. Figure 8 shows how much a barrier's effectiveness can be improved by bending the edges.

You can also improve the effectiveness of the barrier by moving it closer to the receiver. Figure 9 shows how much a barrier's effectiveness can be increased by moving it closer to the receiver. Now obviously, this creates a conflict with what we said earlier about moving the barrier closer to the source. Clearly each case will require a different compromise. If height is not a limiting factor but length is, you might recommend to the project sponsor or developer that the barrier be moved closer to receiver and the height increased as necessary. If the reverse is true, you would want to recommend the opposite. If both height and length are limited, then the sponsor or developer must find that optimum point where the effeciveness of both the barrier height and the barrier length is as high as possible.

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Figure 8
Effect of Bending the Edges of Barrier Towards Receiver
(Both Barriers have Potential Value of 10db)

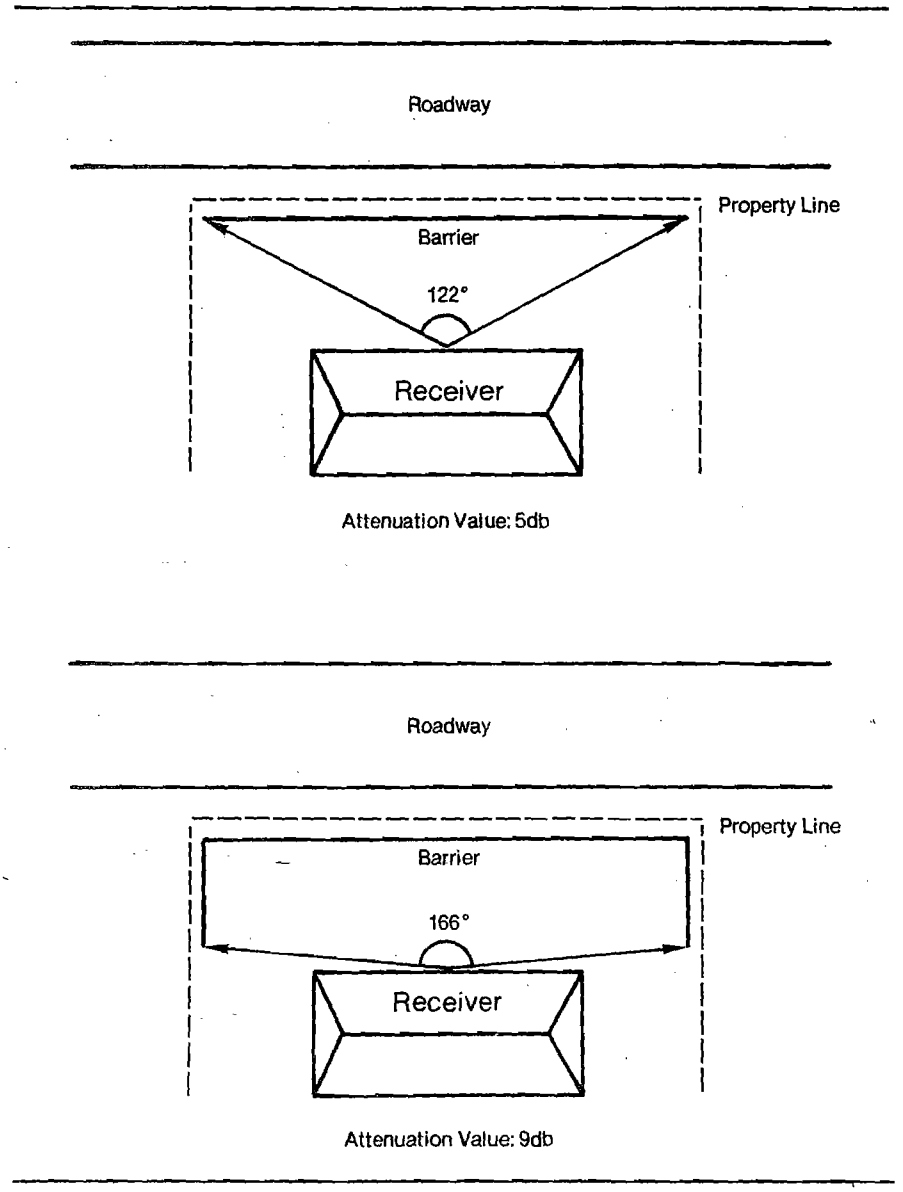

Is It Made of The Right Materials?

Even if a barrier is high enough and long enough, its effectiveness can be severely reduced if it is made up of lightweight materials that easily transmit sound waves. In the preceding section on barrier concepts we talked about how if the transmission loss value for the barrier material was not at least 10 db higher than the attenuation value of the barrier based on length and height there would be a significant reduction in the effectiveness of the barrier.

Therefore, once you have calculated the basic attenuation potential of the barrier, you must check to make sure the proper material is being used to build the barrier. Table 1 lists the transmission loss values for materials commonly used in barrier construction. Once you have found the transmission loss value for the material being used, go to Table 2. Read down the column with the transmission loss for the material at its top and across the line that has the attenuation potential for the barrier listed. Where the two intersect you will find the actual attenuation capability of the barrier.

If you find that the choice of material has severely reduced the effectiveness of the barrier, you should recommend that the sponsor or developer select another material.

Is It Properly Constructed?

Holes or openings can substantially reduce the effectiveness of a barrier. A barrier that has openings totaling 50% or more of its total area will provide no attenuation. A barrier that has openings totaling 10% of its total area has a maximum attenuation value of approximately 4db. That is 4db no matter how high, how long or how thick the barrier. So you can see that it is very important that the barrier is made of solid materials and that it is tightly constructed. In general the intended openings in a barrier should equal no more than 1% of total area and the construction specifications should require that all joints are tightly sealed.

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Figure 9
Effect of Moving Barrier Closer to Receiver

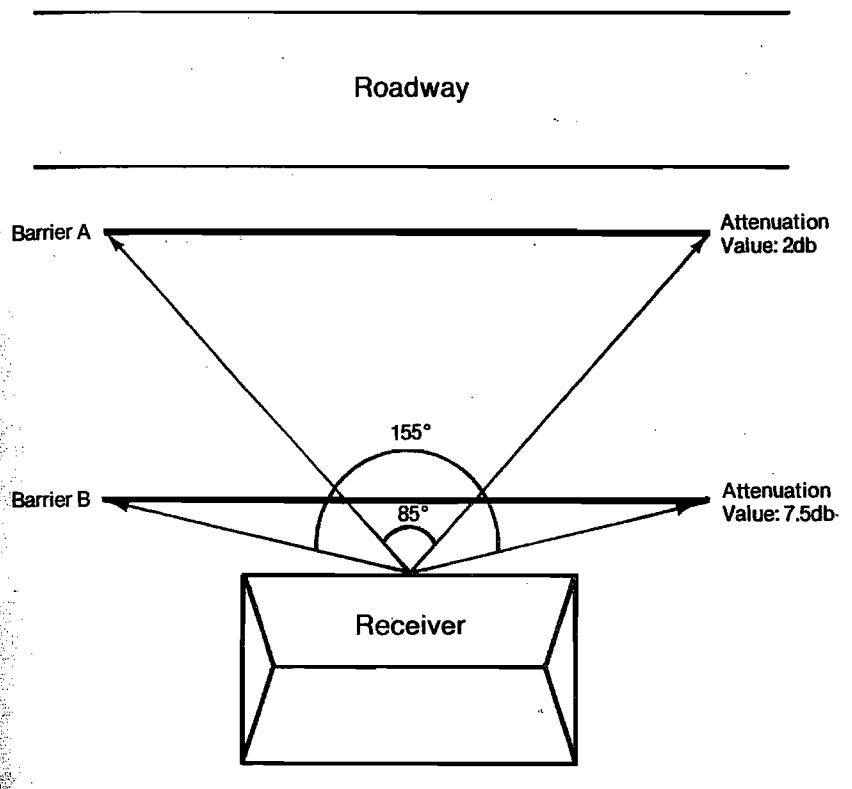

A Final Note

One thing should have become clear to you as you have been reading this section, and that is that in order for you to adequately review a project sponsor or developer's proposed barrier you must be given fairly specific information about the exact dimensions of the proposed barrier, the type and thickness of the barrier material, and the exact design of the barrier including construction specifications. Without this information you will be unable to do any more than a cursory evaluation, an evaluation that could be far from accurate. Make sure you make it clear to the developer or sponsor what you need to have.

Table 1
Transmission Loss Value for Common Barrier Materials

Material	Thickness, (Inches)	Transmission Loss, dBA (1)
Woods		
[illegible]	1/2	17
	1	20
	2	24
[illegible]	1/2	16
	1	19
	2	23
[illegible]ywood	1/2	16
	1	19
	2	23
[illegible]ker	1/2	15
	1	18
	2	22
[illegible]ywood	1/2	20
	1	23
[illegible]cle [illegible]rd	1/2	20
Metals		
[illegible]minum	1/16	23
	1/8	25
	1/4	27
	24 ga	18
	20 ga	22
	16 ga	15
	1/16	28
Concrete, Masonry, etc.		
Light Concrete	4	36
	6	39
Dense Concrete	4	40
Concrete Block	4	32
	6	36
Cinder Block (Hollow Core)	6	28
Brick	4	33
Granite	4	40
Composites		
Aluminum Faced Plywood	3/4	21-23
Aluminum Faced Particle Board	3/4	21-23
Plastic Lamina on Plywood	3/4	21-23
Plastic Lamina on Particle Board	3/4	21-23
Miscellaneous		
Glass (Safety Glass)	1/8	22
	1/4	26
Plexiglass (Shatterproof)		22-25
Masonite	1/2	20
Fiberglass/ Resin	1/8	20
Stucco on Metal Lath	1	32
Polyester with Aggregate Surface	3	20-30

[1]A-weighted TL based on generalized truck spectrum. Source: *Noise Barrier Design Handbook*, FHWA

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Table 2
Noise Reduction of a Barrier as a Function of its Transmission Loss

Designed Attenuation, dB (from height) and length)	Tramission Loss, dB of Materials				
	10	15	20	25	30
5	3.8	4.6	4.9	5.0	5.0
6	4.5	5.5	5.8	6.0	6.0
7	5.2	6.4	6.8	6.9	7.0
8	5.9	7.2	7.7	7.9	8.0
9	6.5	8.0	8.7	8.9	9.0
10	7.0	8.8	9.6	9.9	10.0
11	7.5	9.5	10.5	10.8	11.0
12	7.9	10.2	11.4	11.8	11.9
13	8.2	10.9	12.2	12.7	12.9
14	8.5	11.5	13.0	13.7	13.9
15	8.8	12.0	13.8	14.6	14.9
16	9.0	12.5	14.5	15.5	15.8
17	9.2	12.9	15.2	16.7	16.8
18	9.4	13.2	15.9	17.2	17.7
19	9.5	13.5	16.5	18.0	18.7
20	9.6	13.8	17.0	18.8	19.6

Source: *Noise Barrier Design Handbook, FHWA*

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Acoustical Site Planning Concepts

(This section, with some editing, is from *The Audible Landscape*, FHWA.[1])

The arrangement of buildings on a site can be used to minimize noise impacts. If incompatible land uses already exist, or if a noise sensitive activity is planned, acoustical site planning often provides a successful technique for noise impact reduction.

Many site planning techniques can be employed to shield a residential development from noise. These can include:

1. increasing the distance between the noise source and the receiver;
2. placing noise compatible land uses such as parking lots, maintenance facilities, and utility areas between the source and the receivers. Playgrounds and parks are not necessarily noise compatible activities.
3. locating barrier-type buildings parallel to the noise source or the highway; and
4. orienting the residences away from the noise.

The implementation of many of the above site planning techniques can be combined through the use of cluster and planned unit development techniques.

Distance

Noise can be effectively reduced by increasing the distance between a residential building and a highway. Distance itself reduces sound: doubling the distance from a noise source can reduce its intensity by as much as 3 dBA. In the case of highrise buildings, distance may be the only means, besides acoustical design and construction, of reducing noise impacts. This is because it is nearly impossible to provide physical shielding for the higher stories from adjacent noise.

Noise Compatible Land Uses as Buffers

Noise protection can be achieved by locating noise-compatible land uses between the highway and residential units. Whenever possible, compatible uses should be nearest the noise source. Figure 10 shows a proposed parking garage along two sides of a development in Boston. Both the

[1] *The Audible Landscape: A Manual for Highway Noise and Land Use*, US Department of Transportation, The Federal Highway Administration, November 1974. (GPO Stock Number: 5000-00079.)

Figure 10
Use of a Parking Garage to Shield a Residential Area

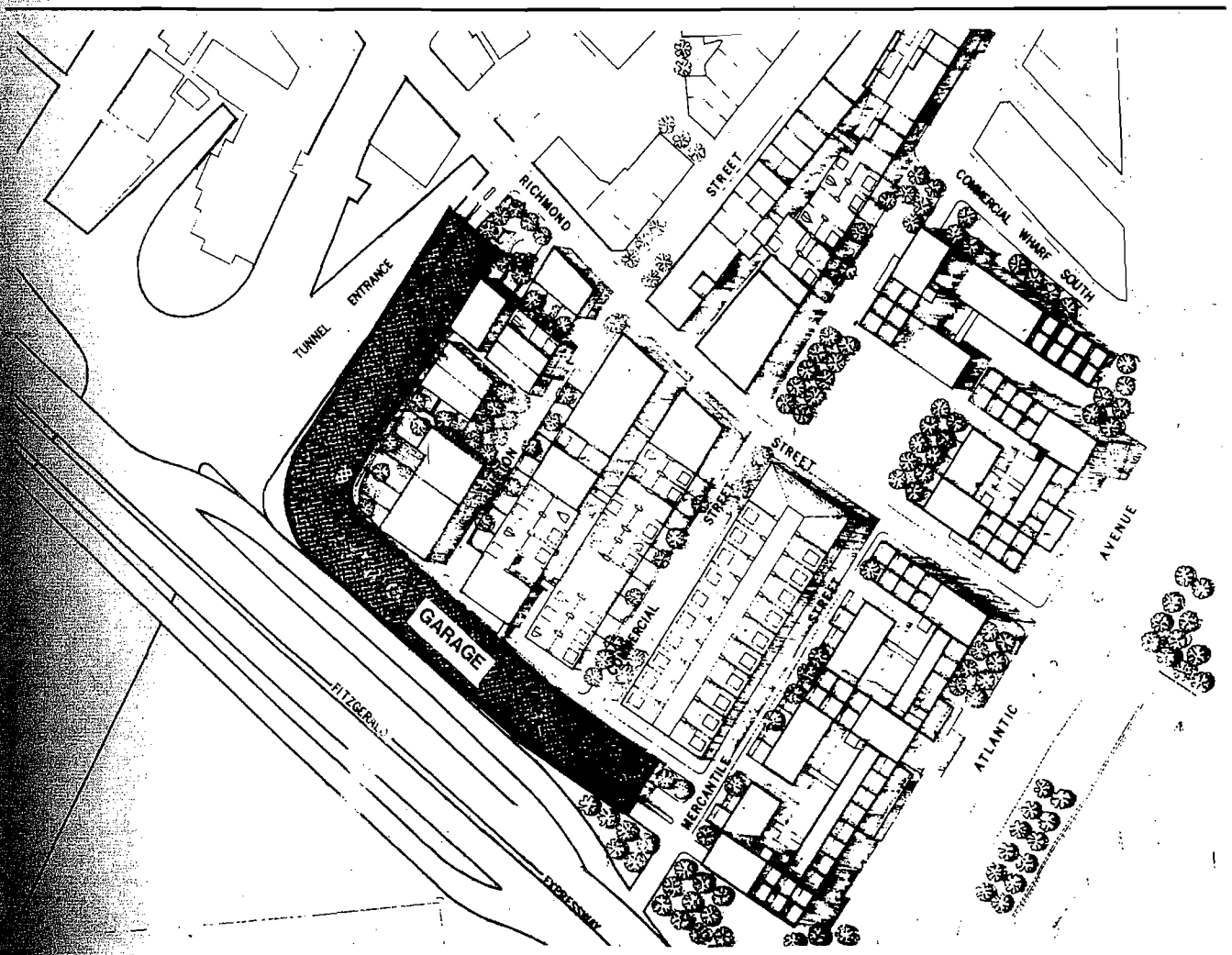

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Fitzgerald Expressway and the entrance to the Callahan Tunnel which are shown on the site plan are major and noisy traffic routes. In addition to protecting the residential development from the noise and dirt of highway traffic, the parking garage provides needed facilities for the residents.

Buildings as Noise Shields

Additional noise protection can be achieved by arranging the site plan to use buildings as noise barriers. A long building, or a row of buildings parallel to a highway can shield other more distance structures or open areas from noise.

If the building being used as a barrier is sensitive to highway noise, the building itself must first be soundproofed. This technique was used in a housing project in England where a 3,900 foot long, 18 foot wide and 45-70 foot high wall (depending on the terrain) serves as both residence and a sound shield. The wall/building will contain 387 apartments in which the kitchens and bathrooms are placed towards the noise, and the bedrooms and living rooms face away from the highway. The wall facing the highway will be soundproofed and windows, when they exist, are sealed. Substantial noise reductions are expected.

Orientation

The orientation of buildings or activities on a site affects the impact of noise, and the building or activity area may be oriented in such a way as to reduce this impact.

Noise impacts can be severe for rooms facing the roadway since they are closest to the noise source. The noise impact may also be great for rooms perpendicular to the roadway because (a) the noise pattern can be more annoying in perpendicular rooms and (b) windows on perpendicular walls do not reduce noise as effectively as those on parallel walls because of the angle of the sound. Road noise can be more annoying in perpendicular rooms because it is more extreme when it suddenly comes in and out of earshot as the traffic passes around the side of the building, rather than rising and falling in a continuous sound, as it would if the room were parallel to passing vehicles.

Whether the noise impact is greater on the perpendicular or the parallel wall will depend on the specific individual conditions. Once the most severely impacted wall or walls are determined, noise impacts may be minimized by reducing or eliminating windows from these walls.

Buildings can also be oriented on a site in such a way as to exploit the site's natural features. With reference to noise, natural topography can be exploited and buildings placed in low noise pockets if they exist. If no natural noise pockets exist, it is possible to create them by excavating pockets for buildings and piling up earth mounds between them and the noise. Such a structure would obstruct the sound paths and reduce the noise impacts on the residences.

Cluster and Planned Unit Development

A cluster subdivision is one in which the densities prescribed by the zoning ordinance are adhered to but instead of applying to each individual parcel, they are aggregated over the entire site, and the land is developed as a single entity. A planned unit development, or P.U.D., is similar but changes in land use are included, such as apartments and commercial facilities in what would otherwise be a single-family district.

From Figure 11 it can be seen how the conventional grid subdivision affords no noise protection from the adjacent highway. The first row of houses bears the full impact of the noise. In contrast, the cluster and P.U.D. techniques enable open space and commercial uses respectively to serve as noise buffers. Examples of this are shown in Figures 12 and 13. A word of caution is necessary: in a cluster development, the required open space can be located near the highway to minimize noise to the residences. However, many recreation uses are noise sensitive, and when one takes advantage of the flexibility of cluster development to minimize noise, care must be taken not to use all of the available open space in

Figure 11
Conventional Grid Subdivision

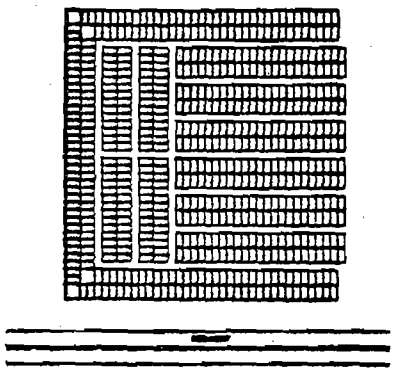

Figure 12
Placement of Noise Compatible Uses Near a Highway in a PUD

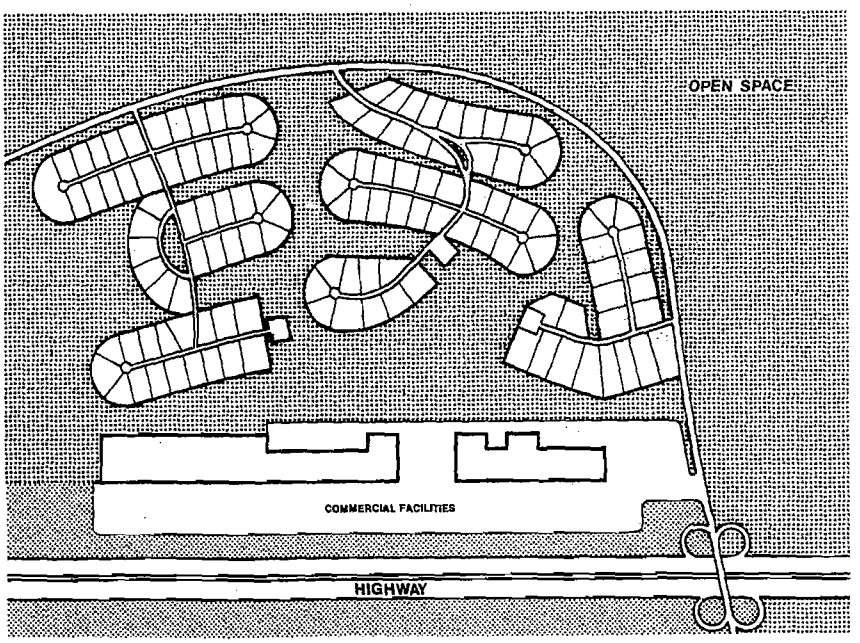

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buffer strips, thus depriving the development of a significant open space area. Where high noise levels exist, a combination of buffer strips and other techniques (such as berms and acoustical sound proofing) can be employed.

The flexibility of the cluster and planned unit development techniques allows many of the above site planning techniques to be realized and effective noise reduction achieved.

Reviewing Site Plans

There are two main things to check when reviewing site plan changes to determine if the revised site plan provides adequate attenuation for the noise sensitive uses:

1. Is the separation between the source and the receiver great enough?
2. If noise-compatible buildings are being used as barriers for other buildings, are they adequate barriers, i.e., are they long enough and are they high enough? (And, if the buildings being used as barriers contain noise sensitive activities, have the buildings been properly soundproofed.)

In order to determine whether the proposed site plan changes will provide adequate separation between the source and the receiver, you simply go back to the *Noise Assessment Guidlines* procedures. You can use the *Guidelines* both to determine if the proposed separation distance is sufficient or to determine the necessary separation distance. You should at this point check to make sure that the uses being located in the "buffer zone" between the source and the receiver are indeed noise compatible uses. If parks or playgrounds are located in the buffer zone, make sure they are not the only ones associated with the project.

To determine whether the noise compatible buildings being proposed as barriers are adequate, you simply use the procedures outlined in the preceding section. Determine whether the building is high enough to properly break the line of sight between the receiver and the source. Then determine if the building is long enough. It is not necessary to check to make sure it is made of the proper materials or that it is properly constructed since the building will be inherently thick enough not to have any problems. Again, however, if the building being proposed as a barrier contains noise sensitive uses you must first verify that it is properly soundproofed. (See the next section for guidance on acoustical construction.) If the building is not properly soundproofed then it can not be used as a barrier for other buildings.

As you review the site plan check to see that the building locations will not aggravate noise problems. Figure 14 shows how building arrangement can make the noise problem worse.

Figure 13
Open Space Placed Near a Highway in a Cluster Development

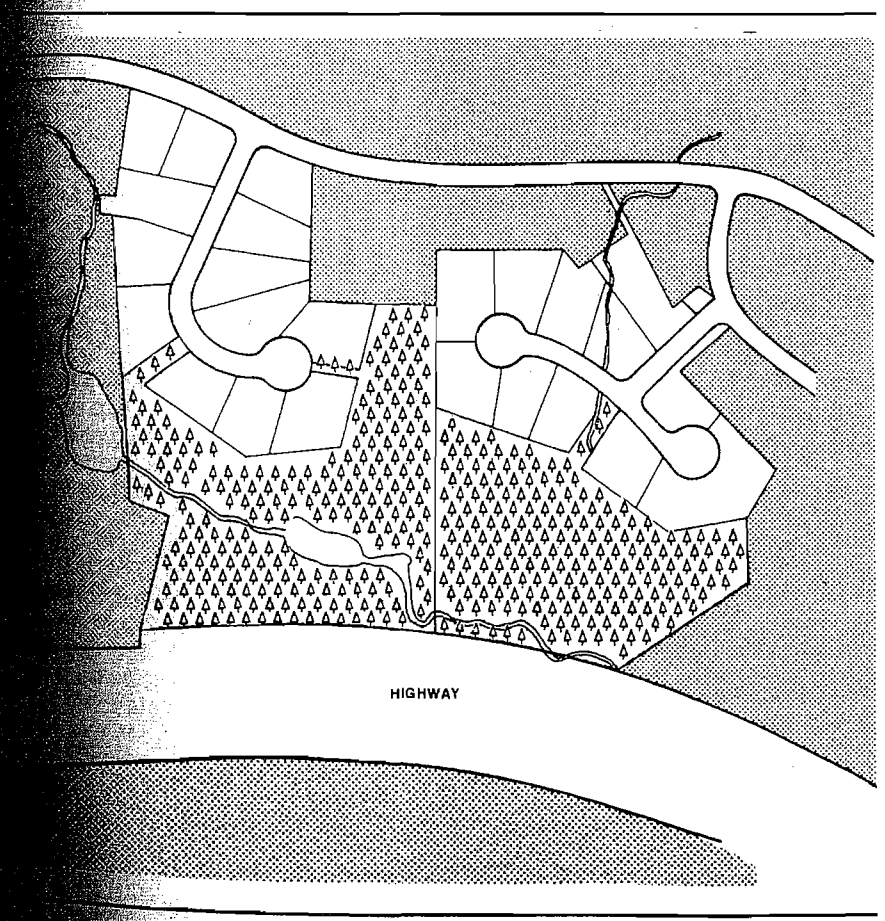

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Figure 14
Orientation of Buildings on Sites

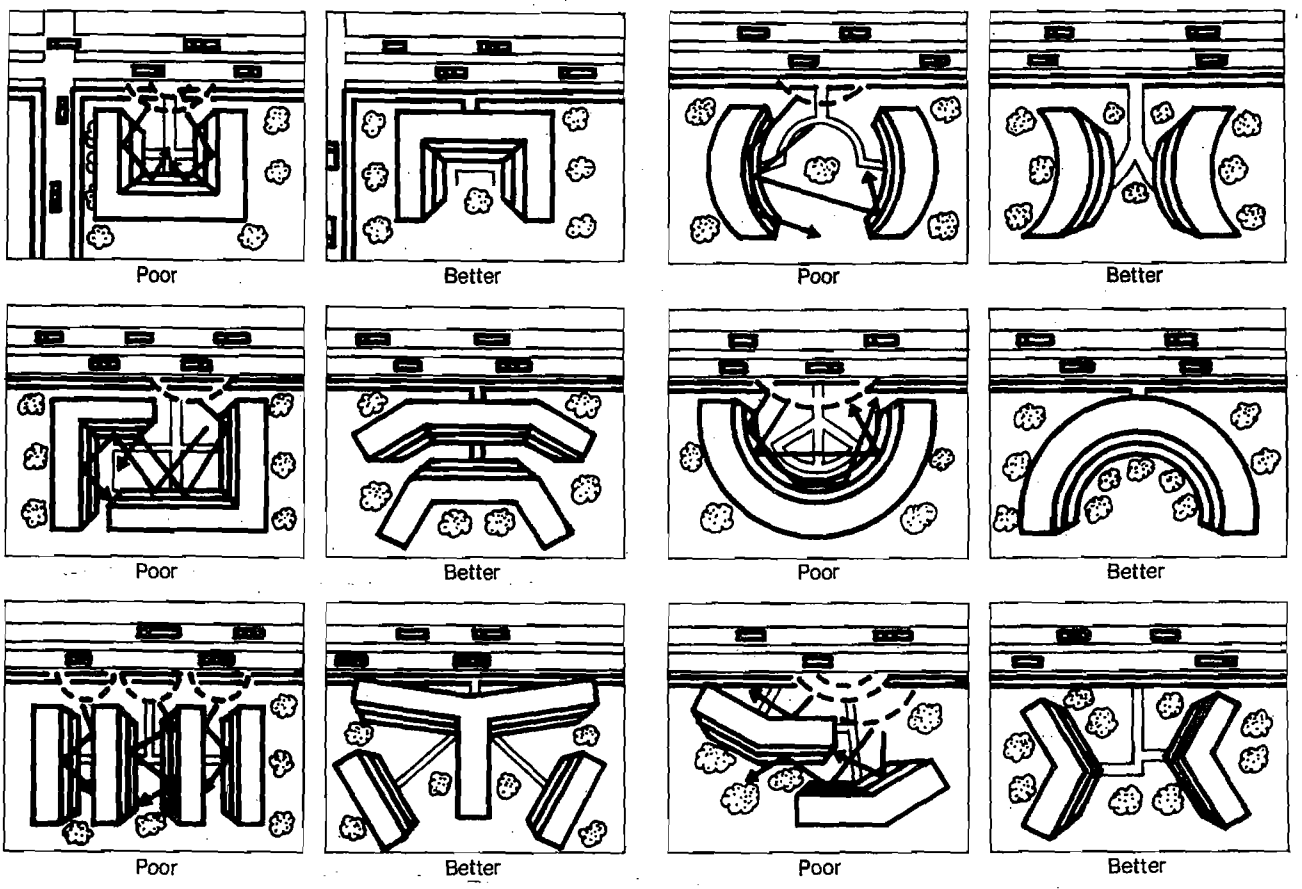

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Acoustical Construction Concepts

(This section, with some editing is taken from the *Audible Landscape, FHWA.*[1])

Noise can be intercepted as it passes through the walls, floors, windows, ceilings, and doors of a building. Examples of noise reducing materials and construction techniques are described in the pages that follow.

To compare the insulation performance of alternative constructions, the Sound Transmission Class (STC) is used as a measure of a material's ability to reduce sound. Sound Transmission Class is equal to the number of decibels a sound is reduced as it passes through a material. Thus, a high STC rating indicates a good insulating material. It takes into account the influence of different frequencies on sound transmission, but essentially the STC is the difference between the sound levels on the side of the partition where the noise originates and the side where it is received. For example, if the external noise level is 85 dB and the desired internal level is 45 dB, a partition of 40 STC is required. The Sound Transmission Class rating is the official rating endorsed by the American Society of Testing and Measurement. It can be used as a guide in determining what type of construction is needed to reduce noise.

The use of the STC rating system for transportation noise is a subject of some debate. The STC rating was originally intended primarily for use with interior partitions and relates to the "subjective impressions of the sound insulation provided against the sounds of speech, radio, television, music, and similar sources of noise in offices and dwellings."[2] However, since it remains the only widely used noise reduction rating system for materials the STC system is very often used even with transportation noise. When STC ratings are used for transportation noise you should be aware that the STC ratings may be a few dB too high. For example, the STC rating for a standard frame 2 × 4 wall with exterior siding, and sheathing and interior sheetrock may be 37 dB.[3] If rated specifically for transportation noise the dB reduction rating might drop to 34 dB.[4] All this really means, however, is that you should use the STC ratings with a bit of caution and remain aware of the possible 2-3 dB overstating that you may get with the STC rating system. Throughout this text we will be talking in terms of STC ratings for materials and assemblies.

[1] *The Audible Landscape: A Manual for Highway Noise and Land Use*, US Department of Transportation, the Federal Highway Administration, November 1974. (GPO Stock #5000-00079).

[2] *Acoustical and Thermal Performance of Exterior Residential Walls, Doors, and Windows*, US Department of Commerce, National Bureau of Standards, November 1975. (NBS Building Science Series 77) page 21.

[3] Ibid., p. 29

[4] *Design Guide for Reducing Transportation Noise In and Around Buildings*, p. 137.

Walls

Walls provide building occupants with the most protection from exterior noise. Different wall materials and designs vary greatly in their sound insulating properties. Figure 15 provides a visual summary of some ways in which the acoustical properties can be improved:

Increase the mass and stiffness of the wall. In general, the denser the wall material, the more it will reduce noise. Thus, concrete walls are better insulators than wood walls of equal thickness. Increasing the thickness of a wall is another way to increase mass and improve sound insulation. Doubling the thickness of a partition can result in as much as a 6 dB reduction in sound.[1] However, the costs of construction tend to limit the feasibility of large increases in wall mass.

The relative stiffness of the wall material can influence its sound attenuation value. Care must be taken to avoid wall constructions that can vibrate at audible frequencies and transmit exterior sounds.

[1] R. K. Cooke and P. Chrzanowski, "Transmission of Noise Through Walls and Floors," Cyril Harris, ed., Handbook of Noise Control, McGraw-Hill Book Company, Inc. (New York, 1957).

Figure 15
The Audible Landscape

Factors which influence sound attenuation of walls

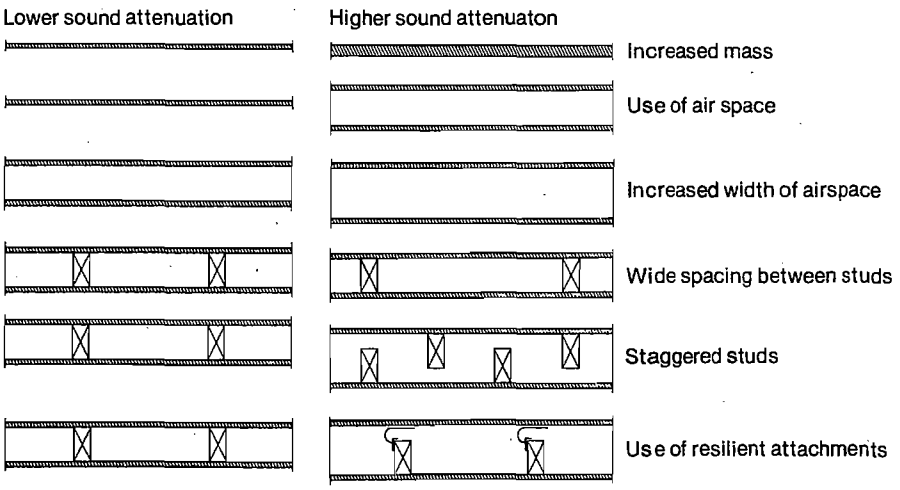

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Use cavity partitions. A cavity wall is composed of two or more layers separated by an airspace. The airspace makes the cavity wall a more effective sound insulator than a single wall of equal weight, leading to cost savings.

Increase the width of the airspace. A three inch airspace provides significant noise reduction, but increasing the spacing to six inches can reduce noise levels by an additional 5 dBA. Extremely wide airspaces are difficult to design.

Increase the spacing between studs. In a single stud wall, 24 inch stud spacing gives a 2-5 dB increase in STC over the common 16 inch spacing.[2]

Use staggered studs. Sound transmission can be reduced by attaching each stud to only one panel and alternating between the two panels.

[2]Leslie T. Doelle, Environmental Acoustics (New York, McGraw-Hill Book Company, 1972), pp. 232-233.

Use resilient materials to hold the studs and panels together. Nails severely reduce the wall's ability to reduce noise. Resilient layers such as fiber board and glass fiber board, resilient clips, and semi-resilient attachments are relatively inexpensive, simple to insert, and can raise the STC rating by 2-5 dB.[1]

Use dissimilar layers. If the layers are made of different materials and/or thickness, the sound reduction qualities of the wall are improved.[2]

Add acoustical blankets. Also known as isolation blankets, these can increase sound attenuation when placed in the airspace. Made from sound absorbing materials such as mineral or rock wool, fiberglass, hair felt or wood fibers, these can attenuate noise as much as 10 dB.[3] They are mainly effective in relatively lightweight construction.

Seal cracks and edges. If the sound insulation of a high performance wall is ever to be realized, the wall must be well sealed at the perimeter. Small holes and cracks can be devastating to the insulation value of a wall. A one-inch square hole or a 1/16 inch crack 16 inches long will reduce a 50 STC wall to 40.[4]

Figure 16 shows a sample of wall types ranging from the lowest to the highest sound insulation values.

Remember that the effectiveness of best wall construction will be substantially reduced if you permit vents, mail slots or similar openings in the walls. If vents are permitted the ducts must be specially designed and insulated to make sure noise does not reach the inside. The best approach is simply to eliminate all such openings on impacted walls.

[1]Ibid, p. 172
[2]Ibid, p. 162
[3]Doelle, p. 20
[4]United States Gypsum, Sound Control Construction, Principles and Performance (Chicago, 1972), p. 66

Figure 16
Walls

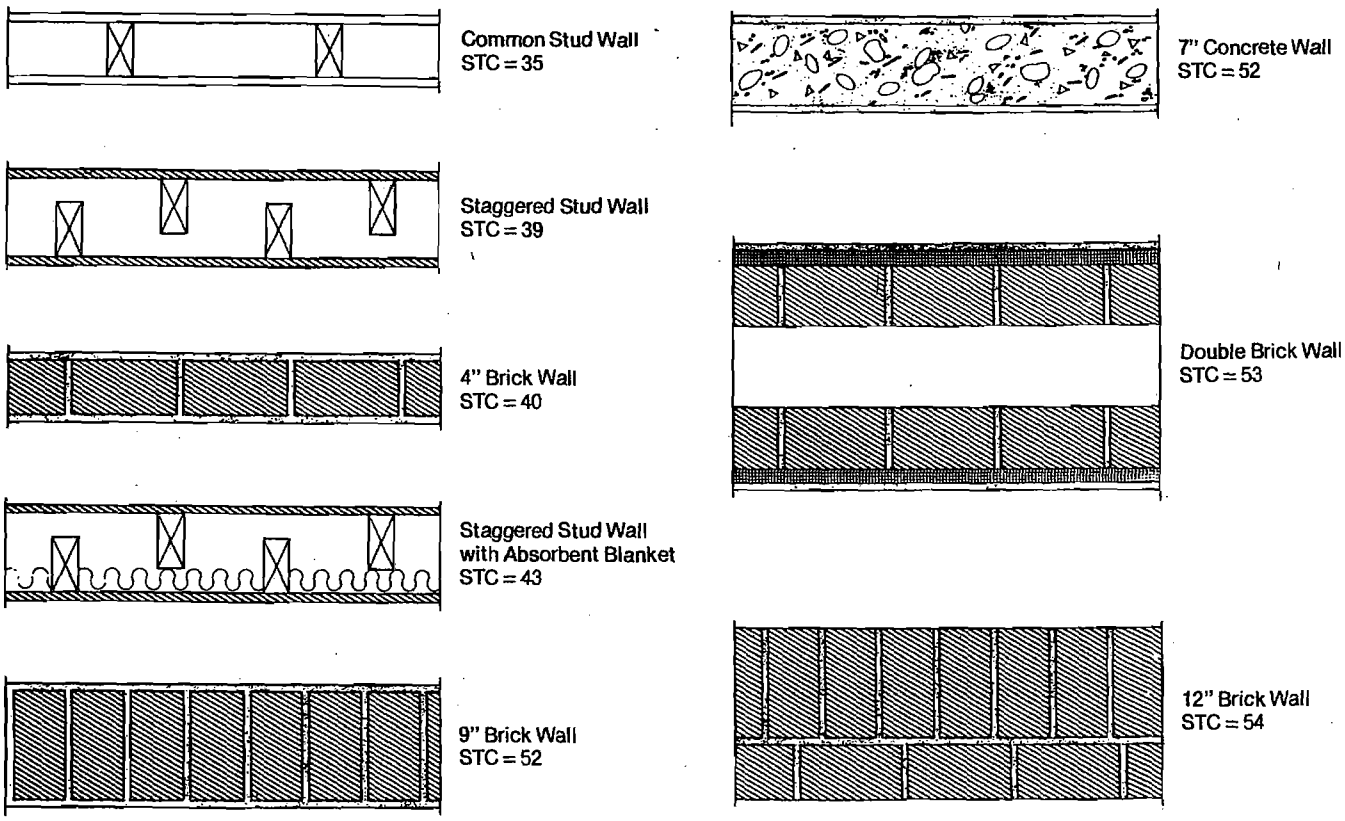

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Windows

Sound enters a building through its acoustically weakest points, and windows are one of the weakest parts of a wall. An open or weak window will severely negate the effect of a very strong wall. Whenever windows are going to be a part of the building design, they should be given acoustical consideration. Figure 17 illustrates the effects of windows on the sound transmission of walls. For example, if a wall with an STC rating of 45 contains a window with an STC rating of 26 covering 30% of its area, the overall STC of the composite partition will be 35, a reduction of 10 dB.

The following is a discussion of techniques that can be used to reduce noise in a building by means of its windows. These techniques range from a blocking of the principal paths of noise entry to a blocking of the most indirect paths.

Close windows. The first step in reducing unwanted sound is to close and seal the windows. The greatest amount of sound insulation can be achieved if windows are permanently sealed. However, openable acoustical windows have been developed which are fairly effective in reducing sound.[1] Whether or not the sealing is permanent, keeping windows closed necessitates the installation of mechanical ventilation systems. If you are dealing with single family houses and some of the windows are facing away from all noise sources, a whole house fan may be better and cheaper than air conditioning. In multifamily housing or where all windows are exposed to the noise sources you will have to go with the air conditioning. If windows must be openable, special seals are available which allow windows to be opened.[2]

Reduce window size. The smaller the windows, the greater the transmission loss of the total partition of which the window is a part. Reducing the window size is a technique that is used because (a) it precludes the cost of expensive acoustical windows, and (b) it saves money by cutting down the use of glass. The problems with this technique are (a) it is not very effective in reducing noise; e.g., reducing the proportion of window to wall size from 50% to 20% reduces noise by only 3 decibels; and (b) many building codes require a minimum window to wall size ratio.

Figure 17
STC

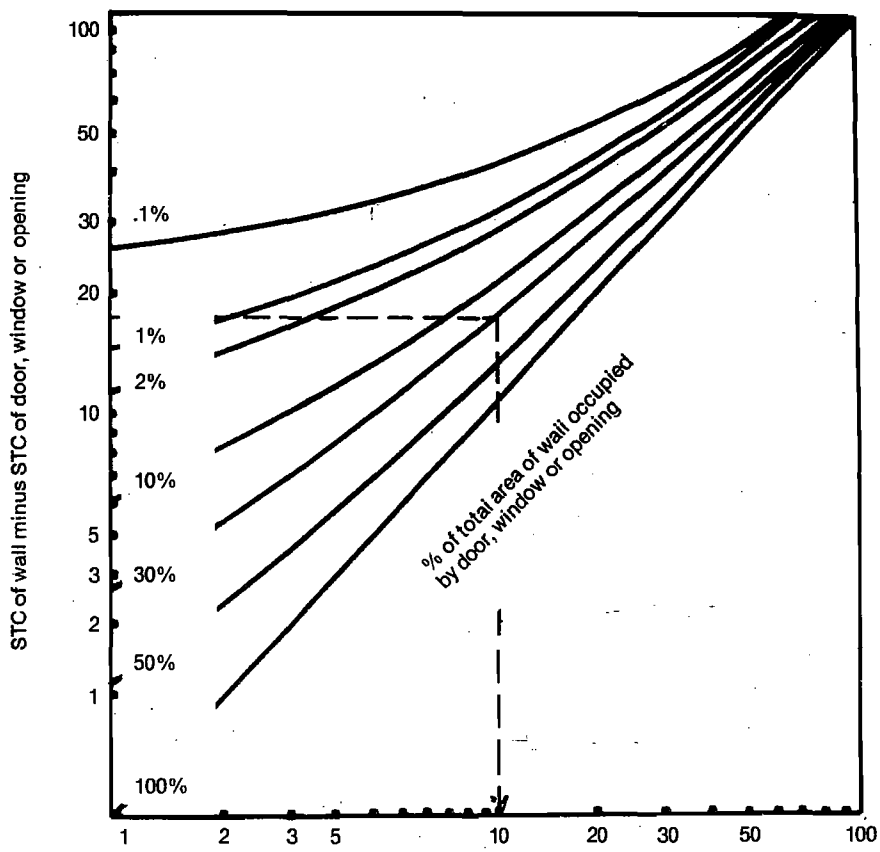

Increase glass thickness. If ordinary windows are insufficient in reducing noise impacts in spite of sealing techniques, then thicker glass can be installed. In addition, this glass can be laminated with a tough transparent plastic which is both noise and shatter resistant. Glass reduces noise by the mass principle; that is, the thicker the glass, the more noise resistant it will be. A 1/2-inch thick glass has a maximum STC rating of 35 dB compared to a 25 dB rating for ordinary 3/16 inch glass.

Instructions on use of graph

1. Subtract the STC value of the door, window or opening from the STC value of the wall.
2. Enter the vertical axis of the graph at the point that matches the value from step 1.
3. Read across to the curve that represents the percentage of the total area of the wall that is taken up by the door, window, or opening.
4. Read down to the horizontal axis.
5. Subtract the value on the horizontal axis from the original STC value of the wall. The result is the composite STC value of the wall and the door, window or opening.

[1] U.S. Department of Housing and Urban Development, A Study of Techniques to increase the Sound Insulation of Building Elements, Report No. WR 73-5, Washington, D.C., June 1973.

[2] Los Angeles Department of Airports, *Guide to the Soundproofing of Existing Homes Against Exterior Noise*. Report No. WRC 70-2, March 1970, pp. 9-11, 22-30. In this report, the function and performance of a number of operable seals are described.

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However, glass thicknesses are only practical up to a certain point, when STC increases become too insignificant to justify the cost. For example, a 1/2 inch thick glass can have an STC of 35; increasing the thickness to 3/4 inch only raises the STC to 37. However, a double glass acoustical window consisting of two 3/16 inch thick panes separated by an airspace will have an STC of 51 and can cost less than either solid window.

In addition to thickness, proper sealing is crucial to the success of the window. To prevent sound leaks, single windows can be mounted in resilient material such as rubber, cork, or felt.

Install Double-Glazed Windows. Double-glazed windows are paired panes separated by an airspace or hung in a special frame. Generally, the performance of the double-glazed window may be increased with:

- increased airspace width
- increased glass thickness
- proper use of sealings
- slightly dissimilar thicknesses of the panes
- slightly non-parallel panes

In general the airspace between the panes should not be less than 2–4 inches if an STC above 40 is desired. If this is not possible, a heavy single-glazed window can be used. The use of slightly non-parallel panes is a technique employed when extremely high sound insulation is required, such as in control rooms of television studios.

The thickness of double-glazed panes may vary from 1/8 to 1/4 inch or more per pane. Although thickness is important, the factors which most determine the noise resistance of the window is the use of sealant and the width of the airspace.

As in the case of all windows, proper sealing is extremely important. To achieve an STC above 43, double-glazed windows should be sealed permanently. If the windows must be openable, there are available special frames and sealers for openable windows which allow a maximum STC of 43.[1]

Permanently sealed double-glazed windows often require an air pressure control system to maintain a constant air pressure and minimal moisture in the airspace. Without this system, the panes may deflect, and, in extremely severe cases, pop out of the frames.

[1]Ibid.

To further insure isolation of noise between double-glazed panes, the panes could be of different thicknesses, different weights, and slightly non-parallel to each other. This prevents acoustical coupling and resonance of sound waves.

Doors

Acoustically, doors are even weaker than windows, and more difficult to treat. Any door will reduce the insulation value of the surrounding wall. The common, hollow core wood door has an STC rating of 17 dB. Taking up about 20% of the wall, this door will reduce a 48 STC wall to 24 STC. To strengthen a door against noise, the hollow core door can be replaced by a heavier solid core wood door that is well sealed[1] and is relatively inexpensive. A solid core wood door with vinyl seal around the edges and carpeting on the floor will reduce the same 48 STC wall to only 33 dB.[2] An increased sound insulation value can be achieved if gasketed stops or drop bar threshold closers are installed at the bottom edge of the door. (See Figure 18)

The alternative solution to doors is to eliminate them whenever possible from the severely impacted walls and place them in more shielded walls.

In any case no mail slots or similar openings should be allowed in exterior doors.

Roofs

Acoustical treatment of roofs is not usually necessary unless the noise is extremely severe or the noise source is passing over the building. The ordinary plaster ceiling should provide adequate sound insulation except in extremely severe cases. An acoustically weak roof which is likely to require treatment is the beamed ceiling.[3] Beamed ceilings may be modified by the addition of a layer of fiberglass or some other noise resistent material. Suspended ceilings are the most effective noise reducers but they are also the most expensive.

[1]D.E. Bishop and P.W. Hirtle, "Notes on the Sound Transmission Loss of Residential-Type Windows and Doors," Journal of the Acoustical Society of America, 43:4 (1968).

[2]U.S. Gypsum, Sound Control... p. 100.

[3]Ibid p. 15.

Figure 18

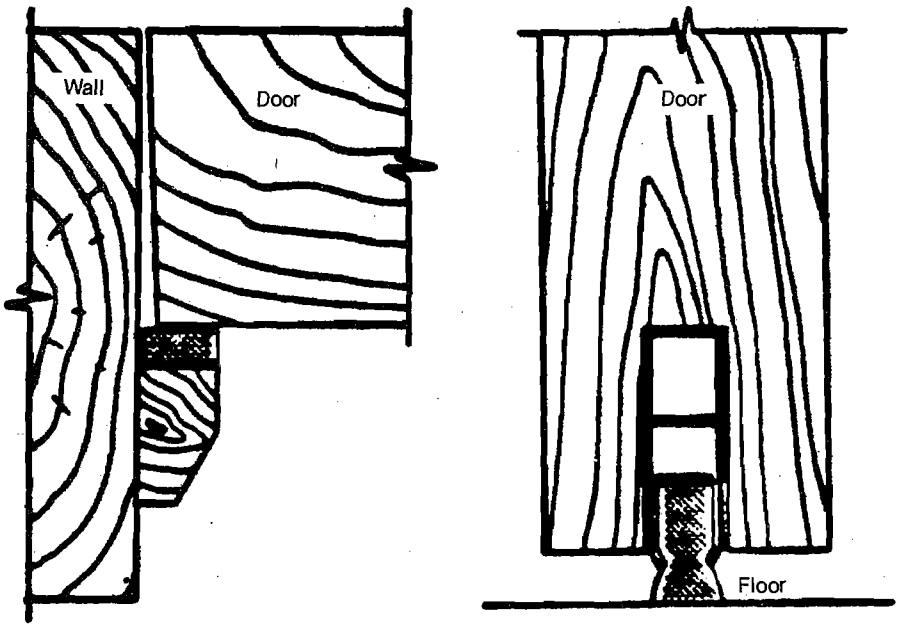

Gasketed door stop

Drop bar threshold closer

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Floors

In the case of highway noise, floors would only require acoustical treatment if the highway were passing under the building. In this case, flooring would have to provide protection against structural vibrations as well as airborne sound.

Two ways to insulate a floor from noise are to install a solid concrete slab at least 6 inches thick or install a floating floor. In general, the floating floor gives the greatest amount of sound and vibration insulation; however, it is extremely expensive. Basically, a floating floor consists of a wood or concrete slab placed over the structural slab, but separated by a resilient material. The resilient material isolates the surface slab from the structural slab and the surrounding walls.

What to Look for When Reviewing Plans

The number of possible combinations of the building materials that go into walls, ceilings, windows and doors, is, no doubt, considerably short of infinite. It is however still a very large number, large enough that it would be impossible to compile a list of all the possible combinations. Therefore, do not expect to find in this section, or anywhere else for that matter, a neat table showing the STC ratings for all the types of construction you may encounter. In fact, it is not really your responsibility to determine the precise STC ratings for the walls, ceilings, windows and doors in the projects you review. Your job is simply to review the attenuation levels claimed by the sponsor/developer and determine whether or not they are reasonable.

To enable you to perform the above described task, we have prepared a list of the most common types of construction for which we have STC ratings. By comparing the type of construction proposed to one of these "model" types you should be able to tell whether the claimed STC rating is reasonable. For example, the sponsor/developer submits a description of his building stating that a 2 × 6 stud wall with standard sheathing, insulation, wood siding, and 1/2" gypsum board achieves a STC rating of 48. You look at Table 3 and find that the closest "model" wall is a 2 × 4 stud wall with wood siding, sheathing, insulation, and 1/2" gypsum board. This wall has a STC rating of 39. An 9 dB difference is quite significant considering that the walls are really quite similar. You would probably want to go back to the developer/sponsor and ask for some supporting data that proves that the 2 × 6 wall he proposes will indeed provide 48 dB of noise attenuation.

In order to make it easier to review the attenuation levels provided by the proposed construction, we suggest that you ask the developer/sponsor to complete a form such as shown in Figure 19. Such a form will give you all the information you need in a properly organized format that will facilitate your review. You could fill in the first part and simply have the developer/sponsor fill out the second part and return it with the developer certification or other project documents.

As you will recall from the previous section, most walls provide pretty good attenuation by themselves. It is the presence of windows and doors and openings such as vents that reduces the attenuation capability of the wall. Thus, after you have determined whether the basic wall itself has a reasonable STC, you must review the impact of the windows and doors. You do this by using Figure 17. First you determine the difference between the STC ratings for the wall and the windows. You enter the vertical axis of Figure 17 with that number. You read across until you intersect the line that represents the percentage of the wall taken up by the windows. Then you read down to the horizontal axis where you wil find the value to be subtracted from the basic STC value of the wall. The resulting number is the combined STC value for the wall. If the wall also contains a door, repeat the same procedure, only start out with the modified STC rating for the wall. If the wall has doors only, then obviously you start with the basic wall STC rating. Finally you compare the number you have derived with that listed by the developer/sponsor. If they are fairly close, you need not pursue it further. If there is a substantial difference, you should ask for an explanation or documentation from the developer.

Once again, we caution you about borderline cases. If the attenuation required is 30 dB and the STC rating for the proposed construction is exactly 30 dB, you may want to ask the developer to provide even more attenuation. Remember that we discussed how the STC rating may overstate the actual attenuation provided by as much as 3 dB. If an additional 3 dB can be achieved at minimum cost, we would strongly urge that you seek it from the developer/sponsor.

Finally check to make sure the developer has provided some form of mechanical ventilation. If it's a single family house and a whole house fan is the means of ventilation being provided make sure that there are operable windows on walls which do not face the noise source(s) nor are perpendicular to the source(s). Otherwise the residents will have to open windows on the exposed wall, thus cancelling out much of the attenuation achieved.

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Table 3
STC Ratings for Typical Building Components[1]

Building Component	Description	STC Rating
Frame Wall	a. 5/8" x 10" Redwood Siding b. 1/2" Insulation Board Sheathing c. 2 x 4 studs 16" o.c. d. Fiberglass Building Insulation e. 1/2" Gypsum Board attached directly to studs	39 dB
Stucco/Frame Wall	a. 7/8" Stucco b. No. 15 felt Building Paper and 1" Wire Mesh c. 2 x 4 Studs 16" o.c. d. Fiberglass Building Insulation e. 1/2" Gypsum Board attached directly to studs	46
Brick Veneer Wall	a. Face Brick b. 1/2" Airspace with metal ties c. 3/4" Insulation Board Sheathing d. 2 x 4 Studs 16" o.c. e. Fiberglass Building Insulation f. 1/2" Gypsum Board attached directly to studs	56
Masonry Wall	a. 1" Stucco b. 8" thick Hollow Concrete Block c. 1/2" Gypsum Board attached to furring strips	49 (estimated)
Windows	Wood double hung, closed but unlocked, single glazing	23
	Aluminum sliding, latched, single glazing	24
	Wood double hung, closed but unlocked, glazed with 7/16" insulating glass	22
	Aluminum single hung, closed, glazed with 7/16" insulating glass	25
	Wood, double hung, sealed, glazed with 7/16" insulating glass with single glazed storm sash-2 1/8" separation	35
	Aluminum sliding, closed, single glazed with single glazed storm sash, 1/8" separation	22
Exterior Doors	Wood, flush solid core, with brass weather stripping	27
	Wood, flush solid core, plastic weather stripping, aluminum storm door	34
	Wood, French door, brass weather stripping	26
	Steel, flush, with urethane foam core, with magnetic weather stripping	28
Roof	Shingle Roof with attic, 1/2" gypsum wall board ceiling framed independently of roof	43 (estimated)

[1]Except as noted, all STC ratings are from: *Acoustical and Thermal Performance of Exterior Residential Walls, Doors and Windows*, National Bureau of Standards.

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Figure 19
Description of Noise Attenuation Measures
(Acoustical Construction)

Part I

Project Name _____

Location _____

Sponsor/Developer _____

Noise Level (From NAG) _____ Attenuation Required _____

Primary Noise Source(s) _____

Part II

1. For Walls (s) facing and parallel to the noise source(s) (or closest to parallel):
   a. Descripton of wall construction* _____

   _____

   b. STC rating for wall (rated for nb windows or doors): _____

   c. Description of Windows: _____

   _____

   d. STC rating for window type _____

   e. Description of doors _____

   _____

   f. STC rating for doors _____

   g. Percentage of wall (per wall, per dwelling unit) composed of windows _____ and doors _____

   h. Combined STC rating for wall component _____

2. For walls perpendicular to noise source(s):
   a. Description of wall construction* _____

   _____

   b. STC rating for wall (rated for no windows or doors) _____

   c. Description of windows _____

   _____

   d. STC rating for windows _____

   e. Description of doors _____

   _____

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f. STC rating for doors _____

g. Percentage of wall (per wall, per dwelling unit) composed of windows _____ and doors _____

h. Combined STC rating for wall component _____

3. Roofing component (if overhead attenuation is required due to aircraft noise):
   a. Description of roof construction _____

   _____

   b. STC rating (rated as if no skylights or other openings) _____

   c. Descripton of skylights or overhead windows _____

   _____

   d. STC rating for skylights or overhead windows _____

   e. Percentage of roof composed of skylights or windows (per dwelling unit) _____

   f. Percentage of roof composed of large uncapped openings such as chimneys _____

   g. Combined STC rating for roof component _____

4. Description of type of mechanical ventilation provided _____

   _____

Prepared by _____

Date: _____

*If walls contain vents or similar openings, attach a description of duct arrangement and insulation and a statement of how much the wall STC is reduced by the presence of the vent.

MV00177654

Figure 19
Description of Noise Attenuation Measures
(Acoustical Construction)

Part I

Project Name PARADISE HOMES

Location ANYTOWN

Sponsor/Developer JOAN DOE + ASSOC. INC.

Noise Level (From NAG) 73 Attenuation Required 30db

Primary Noise Source(s) HIGHWAY

Part II

1. For Walls (s) facing and parallel to the noise source(s) (or closest to parallel):
   a. Descripton of wall construction* 3/8" FIR PLYWOOD SIDING, 2x4 STUDS 16" o.c. 3½" FIBERGLASS INSULATION
   b. STC rating for wall (rated for no windows or doors): 37
   c. Description of Windows: WOOD DOUBLE HUNG, INSULATING GLASS
   d. STC rating for window type 22
   e. Description of doors WOOD, FLUSH, SOLID CORE
   f. STC rating for doors 30
   g. Percentage of wall (per wall, per dwelling unit) composed of windows 10% and doors 5%
   h. Combined STC rating for wall component 30db

2. For walls perpendicular to noise source(s):
   a. Description of wall construction* SAME AS ABOVE
   b. STC rating for wall (rated for no windows or doors) 37
   c. Description of windows SAME AS ABOVE
   d. STC rating for windows 22
   e. Description of doors NO DOORS

SAMPLE

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f. STC rating for doors —

g. Percentage of wall (per wall, per dwelling unit) composed of windows 10% and doors 0

h. Combined STC rating for wall component 30

3. Roofing component (if overhead attenuation is required due to aircraft noise):
   a. Description of roof construction N/A

   b. STC rating (rated as if no skylights or other openings) _____

   c. Descripton of skylights or overhead windows _____

   d. STC rating for skylights or overhead windows _____

   e. Percentage of roof composed of skylights or windows (per dwelling unit) _____

   f. Percentage of roof composed of large uncapped openings such as chimneys _____

   g. Combined STC rating for roof component _____

4. Description of type of mechanical ventilation provided CENTRAL AIR CONDITIONING

Prepared by _____

Date: _____

*If walls contain vents or similar openings, attach a description of duct arrangement and insulation and a statement of how much the wall STC is reduced by the presence of the vent.

SAMPLE

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iz on Noise Attenuation

stions

What are the three basic ways to ide noise attenuation?
What are the responsibilities of D personnel regarding noise enuation?
When a barrier is introduced ween a source and a receiver the nd energy is redistributed along 3 rect paths. What are these three ts?
What is "Path Length Difference" ow does it affect the attenuation provided by a barrier?
What are "Transmission Loss s?"
ow does the transmission loss of barrier material affect the ation capability of the barrier?
s a general rule, what mission loss values should you or?
you have more than one barrier en the source and the receiver amount of attenuation sed substantially?
What are the four things to check reviewing a proposed barrier?
st 3 ways to make a barrier more ive without increasing its overall

11. List 3 ways to make a barrier more effective without increasing its overall length.
12. What is the maximum percentage of the total area of a barrier that can be made up of openings without a significant loss in barrier effectiveness?
13. List 3 site planning techniques that are used to shield residential developments.
14. When are parks and playgrounds not noise compatible uses that can be employed as buffers?
15. What are the two main things to look for when reviewing site plan changes?
16. What are some of the building orientations which can aggravate noise problems?
17. What is the Sound Transmission Class (STC) rating?
18. Which is better a high STC or a low STC rating?
19. What kinds of conditions were STC ratings originally developed for?
20. What should you do when using STC ratings in a transportation noise situation?
21. List 5 ways to improve the attenuation capability of a wall.
22. Windows are one of the acoustically weakest components in a wall. List 3 ways to reduce the negative effects of windows.
23. What is the best way to reduce the effect of doors?

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Quiz on Noise Attenuation

Answers

1. a. barriers or berms
   b. site design
   c. acoustical construction
2. a. to make sure the project sponsor/developer is aware of the attenuation requirements
   b. provide sponsor/developer with an overview of available options
   c. review attenuation proposals to make sure they are adequate
3. a. A **diffracted** path over the top of the barrier
   b. A **transmitted** path through the barrier
   c. A **reflected** path away from the receiver
4. "Path Length Difference" is the difference in distance that sound must travel diffracting over the barrier rather than passing directly through it. Since sound energy decreases over distance, the greater the path length distance the greater the attenuation.
5. "Transmission Loss Values" represent the amount noise levels will be reduced when the sound waves pass through a barrier.
6. Since the attenuation provided by a barrier is a function of both the sound energy that goes over the top and the energy that goes through the barrier, if the transmission loss value is low then the effectiveness of the barrier will be greatly reduced.
7. If the transmission loss value of the barrier material is at least 10dB greater than the attenuation level provided by diffraction (i.e. barrier height) there shouldn't be any problem.
8. No. The combined effect of multiple barriers does not normally provide significantly greater attenuation than a single barrier. For design purposes, the general procedure is to assume the attenuation of the most effective barrier.
9. a. Is it high enough?
   b. Is it long enough?
   c. Is it made of the right material?
   d. Is it properly constructed?
10. a. move the barrier closer to the source
    b. bend the top of the barrier towards the source
    c. do both
11. a. move it closer to the receiver
    b. bend the ends toward the receiver
    c. do both
12. 1 percent
13. Any 3 of the below:
    a. increasing the distance between the source and the receiver
    b. placing noise compatible land uses between the source and the receiver
    c. locating barrier type buildings parallel to the source
    d. orienting residences away from the noise
14. when they are the only ones associated with the project
15. a. is the separation between the source and receiver great enough
    b. If a noise compatible building is being used as a barrier is it tall and long enough?
16. Building orientations which trap noise and cause it to reverberate off building walls. This would include shapes where a court is open to the source or where a series of buildings are arranged perpendicular to the source.
17. The STC rating is equal to the number of decibels a sound is reduced as it passes through a material.
18. A high STC rating is better.
19. The STC ratings were originally intended primarily for use with interior partitions and for noise such as speech, radios, television.
20. Recognize that the STC rating may overstate the effectiveness of the materials by 2-3db.
21. Any of the 9 below:
    a. increase the mass and stiffness of the wall
    b. use cavity partitions
    c. increase the width of the airspace
    d. increase the spacing between studs
    e. use staggered studs
    f. use resilient materials to hold the studs and finish materials together
    g. use of dissimilar layers (leaves)
    h. add acoustical blankets
    i. seal cracks and edges
22. Any of the 4 below:
    a. close the windows and provide mechanical ventilation
    b. reduce window size
    c. increase glass thickness
    d. install double glazed windows
23. Eliminate them from severely impacted walls

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Chapter 5

Noise Assessment Guidelines

U.S. Department of Housing and Urban Development
Office of Policy Development and Research

Noise Assessment Guidelines

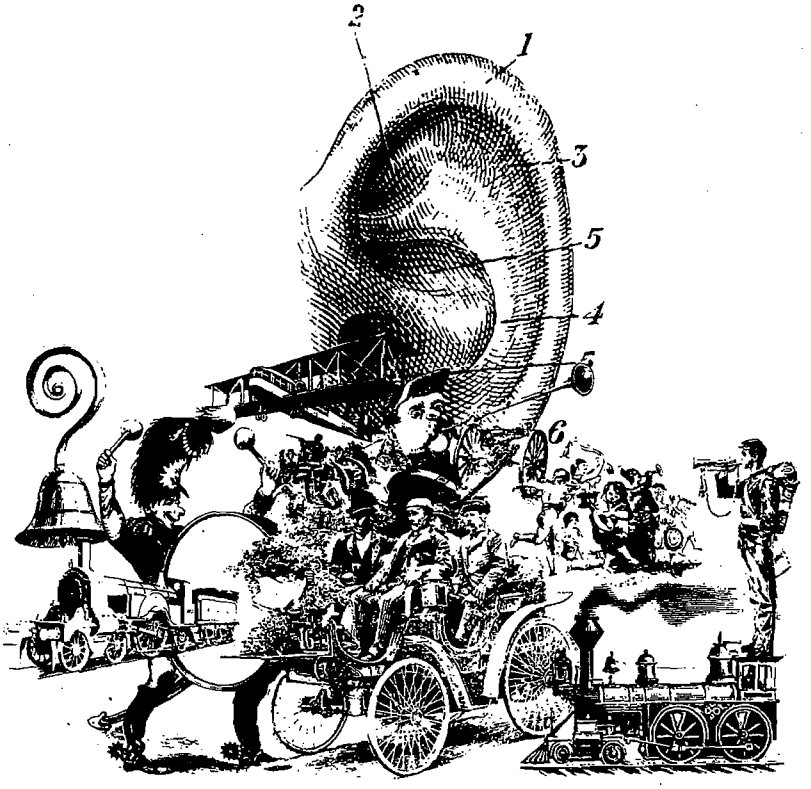

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Noise Assessment Guidelines

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Foreword

In choosing among alternative sites for housing, potential noise problems are prominent among the issues that must be examined. These Noise Assessment Guidelines were developed to provide HUD field staff, interested builders, developers, and local officials with an easy-to-use method of evaluating noise problems with a minimum of time and effort.

We believe that this set of tools will simplify the process of balancing the goal of environmental protection with those of efficiency and reduced housing costs. We hope you will find them useful, and invite your comments.

Benjamin F. Bobo
Acting Assistant Secretary for
Policy Development and Research

Stephen J. Bollinger
Assistant Secretary for
Community Planning and
Development

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Preface

The Department of Housing and Urban Development, in its efforts to provide decent housing and a suitable living environment, is concerned with noise as a major source of environmental pollution and has issued Subpart B on Noise Abatement and Control to Part 51 of Title 24 of the Code of Federal Regulations.

The policy established by Subpart B embodies HUD objectives to make the assessment of the suitability of the noise environment at a site: (1) easy to perform; (2) uniformly applicable to different noise sources; and (3) as consistent as possible with the assessment policies of other Federal departments and agencies. In furtherance of these objectives, the Office of Policy Development and Research has sponsored research to provide site analysis techniques. These *Noise Assessment Guidelines* do not constitute established policy of the Department but do provide a methodology whose use is encouraged by HUD as being consistent with its objectives. The *Guidelines* provide a means for assessing separately the noise produced by airport, highway, and railroad operations, as well as the means for aggregating their combined effect on the overall noise environment at a site.

This booklet has been prepared by Bolt Beranek and Newman Inc., under Contract No. H-2243R for the U.S. Department of Housing and Urban Development. It is a revision of an earlier edition published in August 1971. With the exception of changes made by the Department, the contractor is solely responsible for the accuracy and completeness of the data and information contained herein.

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Introduction

These guidelines are presented as part of a continuing effort by the Department of Housing and Urban Development to provide decent housing and a suitable living environment for all Americans.

The procedures described here have been developed so that people without technical training will be able to assess the exposure of a housing site to present and future noise conditions. In this context, the site may hold only one small building, in which case the noise assessment is straightforward. Larger sites may hold larger buildings, or many buildings, and the noise level may be different at different parts of the site (or building). Assessments of the noise exposure should be made at representative locations around the site where significant noise is expected. These are designated as "Noise Assessment Locations," abbreviated NAL in the following text.

The only materials required are a map of the area, a ruler (straight edge), a protractor and a pencil. Worksheets and working figures are provided separately.

All of the information you need can be easily obtained – usually by telephone. For convenience, this information is listed at the beginning of each section under headings that indicate the most likely source. While you are obtaining this information, be sure to ask about any approved plans for future changes that may affect noise levels at the site – for example: land-use changes, changes in airport runway traffic, widening of roads, and so forth. In all evaluations, you should assess the condition that will have the most severe or most lasting effect on the use of the site.

Wherever possible, you should try to assess noise environments expected at least ten years in the future.

The degree of acceptability of the noise environment at a site is determined by the outdoor day-night average sound level (DNL) in decibels (dB). The assessment of site acceptability is presented first as an evaluation of the site's exposure to three major sources of noise – aircraft, roadways, and railways. These are then combined to assess the total noise at a site. Worksheets are provided at the back of these Guidelines to use in summarizing your evaluations.

The noise environment at a site will come under one of three categories:

Acceptable (DNL not exceeding 65 decibels) The noise exposure may be of some concern but common building constructions will make the indoor environment acceptable and the outdoor environment will be reasonably pleasant for recreation and play.

Normally Unacceptable (DNL above 65 but not exceeding 75 decibels) The noise exposure is significantly more severe; barriers may be necessary between the site and prominent noise sources to make the outdoor environment acceptable; special building constructions may be necessary to ensure that people indoors are sufficiently protected from outdoor noise.

Unacceptable (DNL above 75 decibels) The noise exposure at the site is so severe that the construction cost to make the indoor noise environment acceptable may be prohibitive and the outdoor environment would still be unacceptable.

When measuring the distance from the site to any noise source, measure from the source to the nearest points on the site where buildings having noise-sensitive uses are located. These points define the Noise Assessment Locations for the site. The relevant measurement location for buildings is a point 2 meters (6.5 feet) from the facade.

If at any point during the assessment the site's exposure to noise is found to be Unacceptable or Normally Unacceptable, every effort should be made to improve the condition, e.g., the location of the proposed dwellings can be changed or some shielding can be provided to block the noise from that source.

Where quiet outdoor space is desired at a site, distances should be measured from the important noise sources to the outdoor area in question and the combined noise exposure should be assessed.

Frequently, the locations of dwellings have not yet been specified at the time the noise assessment of a site is made. In these instances, distances used in the noise assessment should be measured as 2 meters less than the distance from the building setback line to the major sources of noise.

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Combining Sound Levels in Decibels

The noise environment at a site is determined by combining the contributions of different noise sources. In these Guidelines, Workcharts are provided to estimate the contribution of aircraft, automobile, truck, and train noise to the total day-night average sound level (DNL) at a site. The DNL contributions from each source are expressed in decibels and entered on Worksheet A. The combined DNL from all the sources is the DNL for the site and is the value used to determine the acceptability of the noise environment.

Sound levels in decibels *are not combined by simple addition!* The following table shows how to combine sound levels:

Table

Difference in Sound Level	Add to Larger Level
0	3.0
1	2.5
2	2.1
3	1.8
4	1.5
5	1.2
6	1.0
7	0.8
8	0.6
9	0.5
10	0.4
12	0.3
14	0.2
16	0.1
Greater than 16	0

Use the table by first finding the numerical difference in sound level between two levels being combined. Entering the table with this value, find the value to be added to the larger of the two levels, add this value to the larger level to determine the total. Where more than two levels are to be combined, use the same procedure to combine any two levels; then use this subtotal and combine it with any other level, and so on. Fractional numerical values may be interpolated from the table; however, the final result should be rounded to the nearest whole number.

ple 1: In performing a site evaluation, arate DNL values for airports, road and railroads have been listed on eet A as 56, 63, and 61 decibels. In complete the final evaluation of the e separate DNL values must be d. The difference between 63 and om the table you find that 0.8 should to 63, for a subtotal of 63.8. The e between 63.8 and 61 is 2.8; from you interpolate that approximately be added to 63.8 for a total of 65.7 when rounded to whole numbers. mple shows how noise from different may be Acceptable, individually, at a hen combined, the total noise en- may exceed the Acceptable DNL decibels.

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Aircraft

Necessary Information

To evaluate a site's exposure to aircraft noise, you will need to consider all airports (civil and military) within 15 miles of the site. The information required for this evaluation is listed below under headings that indicate the most likely source. Before beginning the evaluation, you should record the following information on Worksheet B:

From the FAA Area Office or the Military Agency in charge of the airport:

- Are current DNL or NEF (Noise Exposure Forecast) contours available? Noise contours are available for almost all military airports. These contours have been developed and published as part of the Air Installation Compatible Use Zone (AICUZ) program of the Department of Defense. The contours are published normally as part of an AICUZ report. Noise contours are also available for many civil airports. When available, they are superimposed on a map with an appropriately marked scale (see Figure 1, page 4).
- Any available information about approved plans for runway changes (extensions or new runways).

From the FAA Control Tower or Airport Operations (if DNL or NEF contours are *not* available):

- The number of nighttime jet operations (10 p.m. - 7 a.m.)
- The number of daytime jet operations (7 a.m. - 10 p.m.)
- The flight paths of the major runways.
- Any available information about expected changes in airport traffic, e.g., will the number of operations increase or decrease in the next 10 or 15 years.

In making your evaluation, use the data for the heaviest air traffic condition, whether present or future.

Evaluation of Site Exposure to Aircraft Noise

If current DNL (or NEF) contours are available (as in Figure 1 page 4), locate the site on the map by referring to the marked distance scale. If there are no other noise sources in the area, you do not need to do anything else. If there are other noise sources affecting the site, you will need to find the precise DNL value so you can combine it with the other sources. Obtain the DNL at the appropriate NAL on the site by interpolation between the contours on either side of the NAL. If NEF contours are used, estimate DNL by adding 35 decibels to the NEF values. Note that contours are usually provided in 5 decibel increments. (See Example 2 on page 4.) When supersonic aircraft operations are present, DNL contours are *required* for the assessment.

If DNL or NEF contours are *not* available, the DNL at a site may be estimated in several different ways:

- An FAA Handbook (Reference 1) can be used to estimate DNL contours for sites in general aviation airport vicinities. General aviation airports exclude commercial jet transports but may include business jets.
- A handbook available from EPA (Reference 2 at the back of this Guide) can be used to calculate DNL at individual points.
- A procedure for constructing approximate DNL contours for sites near commercial jet

Figure 1
Example of DNL Contours

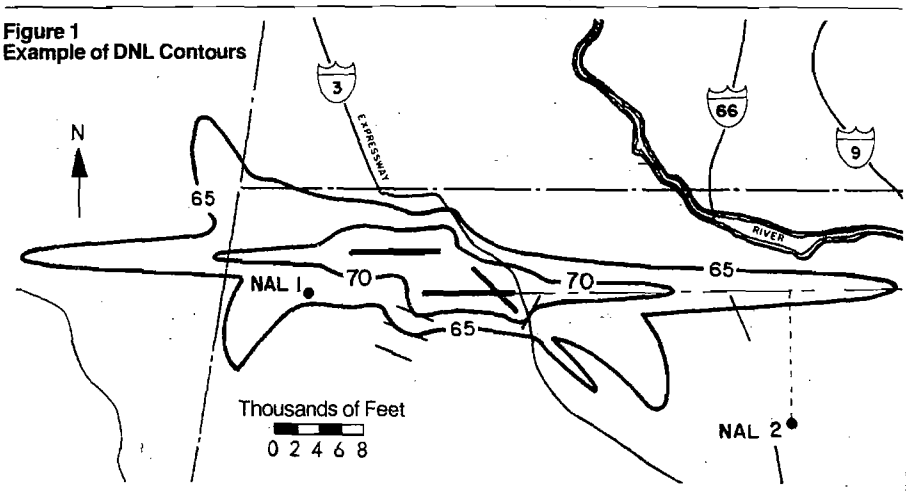

Example 2: The illustration in Figure 1 at the top of page 4 shows the NAL's on a map that has DNL contours. We find that NAL number 1 lies between the 65 and 70 dB contours and that NAL number 2 lies outside the 65 dB contour.

We find the DNL at NAL number 1 by interpolation from the distances between the NAL and the 65 and 70 dB contours.

By scaling off the map, we find that the distance from the NAL, measured perpendicularly to the contours, is 800 feet to the 65 dB contour and 2400 feet to the 70 dB contour. The distance between the 65 and 70 dB contours is 2400 + 800 =3200 feet. We find the DNL at the NAL number 1 to be 65 decibels plus 800/3200 x 5 decibels = 66.3 decibels.

Example 3: The illustration in Figure 2 at the bottom of page 5 shows an airport for which DNL or NEF contours are not available. The airport has 10 nighttime and 125 daytime jet operations.

To construct the approximate contours, we determine the effective number of operations as follows:

10 (nighttime) x 10 = 100

Add to this the actual number of daytime operations:

100 + 125 (daytime) = 225

To determine the distances A and B in relation to the runway (see Figure 3, page 5), enter the effective number of operations on the horizontal scales of the charts in Figure 3:

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airports without supersonic aircraft is as follows:

Determine the "effective" number of jet operations at the airport by first multiplying the number of nighttime jet operations by 10.

Then add the number of daytime jet operations to obtain an effective total (see Example 3, page 4).

On a map of the area showing the principal runways, mark the location of the site and, using the diagram and charts of Figure 3 on page 5, construct approximate DNL contours of 65, 70, and 75 dB for the major runways and flight paths most likely to affect the site. (see Figure 2, page 5.)

Although a site may be Acceptable for exposure to aircraft noise; exposure to other sources of noise, when combined with the aircraft noise, may make the site Unacceptable. Therefore, if necessary, values of aircraft noise exposure less than 65 dB can be estimated from Table 2. Scale the shortest distance D^2 from the NAL to the flight path, as in Figure 2. Scale the distance D^1 from the 65 dB contour to the flight path. Divide D^2 by D^1 and enter this value into the following table to find the approximate DNL at the NAL.

Table 2

D^2/D^1	DNL dB
1.00	65
1.12	64
1.26	63
1.41	62
1.58	61
1.78	60
2.00	59
2.24	58
2.51	57
2.82	56
3.16	55

Figure 3
Charts for Estimating DNL for Aircraft Operations

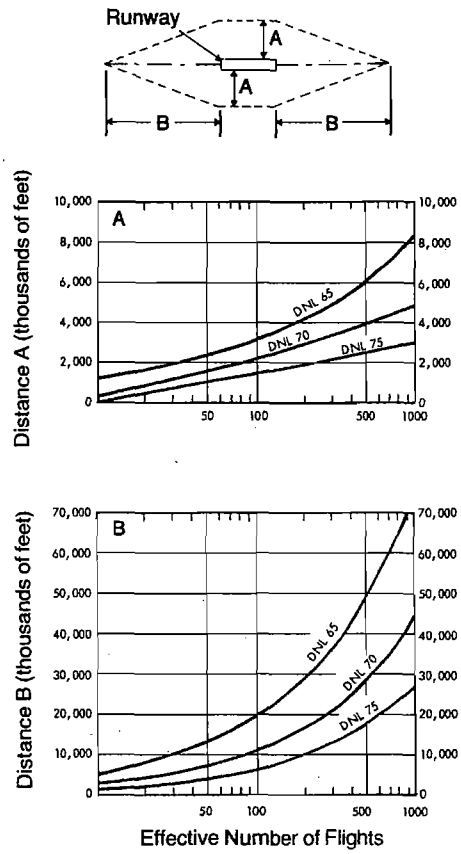

Figure 2
Example of Approximate DNL Contours for an Airport with 225 Effective Number of Operations

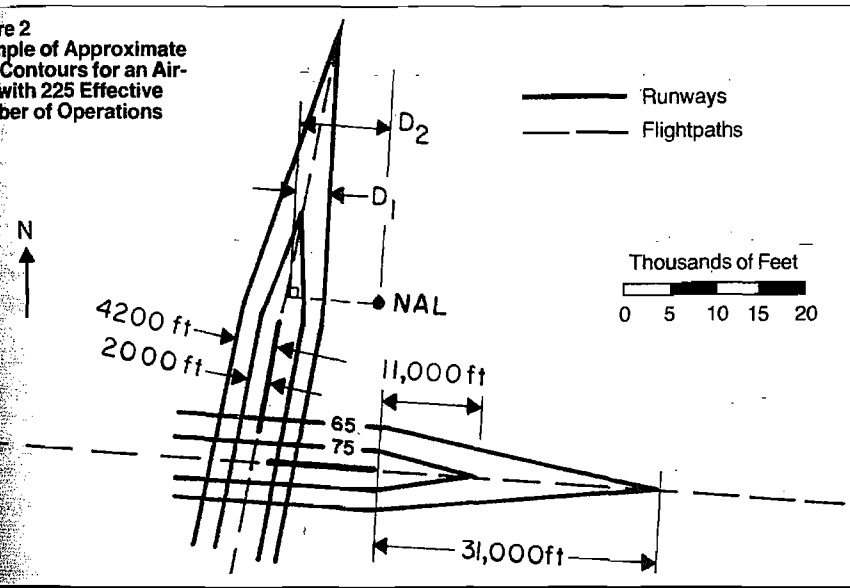

[illegible] up to the DNL curves; read across the [illegible] to the left to obtain distances A and B [illegible] the vertical scales on the charts.

[illegible] we find from Figure 3, for example, that for [illegible] effective operations, distance A is 4200 [illegible] for the 65 dB contour and 2000 feet for [illegible] 75 dB contour. Distance B is 31,000 feet [illegible] the 65 dB contour and 11,000 feet for the [illegible] dB contour.

Example 4a: The NAL shown in Figure 2 is outside the 65 dB contour. The distance D^2 from the NAL to the flight path is 9700 feet. The distance D^1 from the 65 dB contour to the flight path, measured perpendicularly from the contour, is 3700 feet. The ratio D^2/D^1 is 9700/3700 = 2.62. From Table 2 we find the DNL from the airport to be 56.6 dB. We do not know whether the site is Acceptable or not, however, since we must also assess the contribution of roadway and train noise to the total DNL at the site.

Example 4b: We observe that the perpendicular distance (D^2) from NAL number 2 (Figure 1) to the flight path is more than 3 times the distance (D^1) from the 65 dB contour to the flight path. From Table 2 we find that the contribution of the airport to the DNL at NAL number 2 is less than 55 decibels. We need not consider the airport further in accessing the noise environment at this site.

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Roadways

Necessary Information

To evaluate a site's exposure to roadway noise, you will need to consider all roads that might contribute to the site's noise environment; roads farther away than 1000 feet normally may be ignored.

Before beginning the evaluation, determine if roadway noise predictions already exist for roads near the site. Also try to obtain all available information about approved plans for roadway changes (e.g., widening existing roads or building new roads) and about expected changes in road traffic (e.g., will the traffic on this road increase or decrease in the next 10 to 15 years).

If noise predictions have been made, they should be available from the City (County) Highway or Transportation Department. If not, record the following information on page 1 of Worksheet C:

- The distances from the NAL's for the site to the near edge of the nearest lane and the far edge of the farthest lane for each road.
- Distance to stop signs.
- Road gradient, if 2 percent or greater.
- Average speed.
- The total number of automobiles for both directions during an average 24-hour day. Traffic engineers refer to this as ADT, Average Daily Traffic (or sometimes AADT, meaning Annual Average Daily Traffic).
- The number of trucks during an average 24-hour day in each direction.

If possible, separate trucks into "heavy trucks" – those weighing more than 26,000 pounds with three or more axles – and "medium trucks" – those between 10,000 and 26,000 pounds. (Each medium truck is counted as equal to 10 automobiles.) Trucks under 10,000 pounds are counted as automobiles. Count buses capable of carrying more than 15 seated passengers as "heavy" trucks – others, as "medium" trucks. If it is not possible to separate the trucks into those that are heavy and those that are not, treat *all* trucks as though they are "heavy."

Note: If the road has a gradient of 2 percent of more, record the numbers for uphill and downhill traffic separately since these figures will be needed later; otherwise, simply record the total number of trucks. Most often you will have to assume that the uphill and downhill traffic are equally split.

- The fraction of ADT that occurs during nighttime (10 p.m. to 7 a.m.). If this is unknown, assume 0.15 for both trucks and autos.

Evauation of Site Exposure to Roadway Noise

Traffic surveys show that the amount of roadway noise depends on the percentage of trucks in the total traffic volume. To account for this effect, you must evaluate automobile and truck traffic separately and then combine the results.

The noise environment at each site due to traffic noise is determined by utilizing a series of Workcharts to define the contribution of automobiles and trucks from one or more roads at that site. Each noise source yields a separate DNL value.

Workchart 1 provides a graph for assessing a site with respect to the noise from automobiles, light and medium trucks; Workchart 2 provides a similar graph for assessment of heavy truck noise. These values are combined for each road affecting the noise environment at the site to obtain the total contribution of roadway noise. Remember, the noise from aircraft and railways must also be considered before determining the suitability of this site's noise environment.

Effective Distance

Before proceeding with these separate evaluations, however, determine the "effective distance" to each road from the dwelling or outdoor residential activity (the NAL's for the site) by averaging the distances to the nearest edge of the nearest lane and to the farthest edge of the farthest lane of traffic. (See Example 5, page 6, and Figure 4, page 7.)

Note: For roads with the same number of lanes in both directions, the effective distance is the distance to the center of the roadway (or median strip, if present).

Automobile Traffic

Workchart 1 was derived with the following assumptions:

- There is line-of-sight exposure from the site to the road; i.e., there is no barrier which effectively shields the site from the noise of the road.
- There is no stop sign within 600 feet of the site; traffic lights do not count because there is usually traffic moving on one street or the other.
- The average automobile traffic speed is 55 mph.
- The nightime portion of ADT is 0.15.

If each road meets these four conditions, proceed to Workchart 1 for the evaluation. Enter the horizontal axis with the effective distance from the roadway to the NAL; draw a vertical line upward from this point. Enter the vertical axis with the effective automobile ADT; draw a horizontal line across from this point. (The "effective" automobile ADT is the sum of automobiles, light trucks, and 10 times the number of medium trucks in a 24-hour day.) Read the DNL value from Workchart 1 where the vertical and horizontal lines intersect. Record this value in column 16, Worksheet C.

But:

If any of the four conditions is different, make

Example 5: The site shown in Figure 4 is exposed to noise from three major roads: Road No. 1 has four lanes, each 12 feet wide, and a 30-foot wide median strip which accommodates a railroad track. Road No. 2 has four lanes, each 12 feet wide. Road No. 3 has six lanes, each 15 feet wide, and a median strip 30 feet wide.

The distance from NAL No. 1 to the near edge of Road No. 1 is 300 feet. The distance to the far edge of Road No. 1 is 300 feet, plus the number of lanes times the lane width, plus the width of the median strip. Thus, the distance to the farthest edge of the road is:

$$300 + (4 \times 12) = 378 \text{ ft}$$

The effective distance is

$$\frac{378 + 300}{2} = 339 \text{ ft}$$

This is the value to be entered on line 1c of Worksheet C. The effective distances from the appropriate NAL's to Road No. 2 and Road No. 3 are found by the same method.

The distances shown in Figure 4 will be used for all roadway examples in this booklet.

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Figure 4
Plan View of Site showing How Distance Should Be Measured from the Noise Assessment Location (NAL) of the Dwelling Nearest to the Source

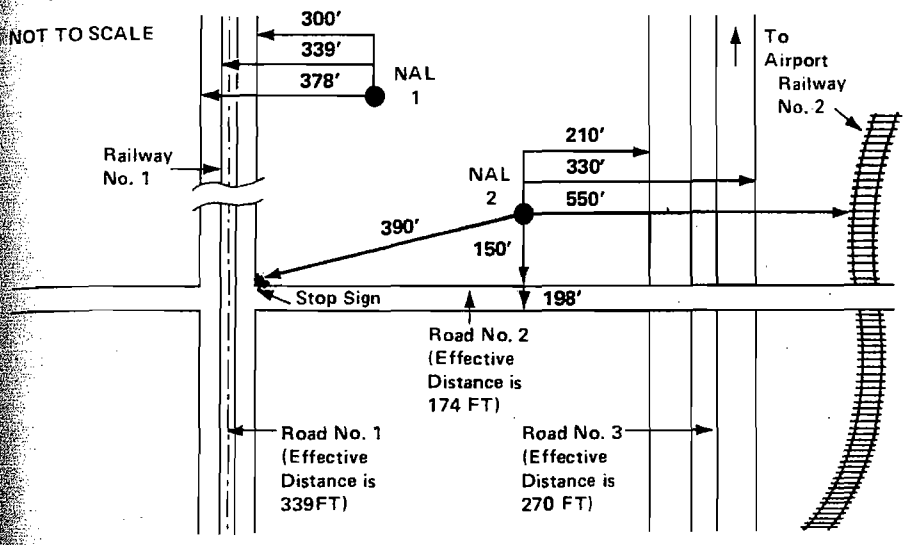

the necessary adjustments (on page 2, Worksheet C) listed below and *then* use Workchart 1 for the final evaluation.

First, a few general words about adjustments as they are applied in these Guidelines. Each Workchart has been derived for a baseline condition which is often found in practical cases. Where conditions differ from the baseline, they are accounted for by a series of one or more adjustment factors.

The adjustment factors are used as multipliers times the average number of vehicles operating during a 24-hour day. If more than one adjustment is required, it is not necessary that each be multiplied times the basic traffic flow separately; all adjustment factors are multiplied together, and them multiplied times the original traffic flow data. This will become clearer as you examine the Worksheets at the back of these Guidelines and work through the examples. After you have become familiar with the Guidelines, you will be able to work examples directly from the worksheets without referring back to the text. To simplify your work, all the adjustment factors are summarized at the back of these Guidelines.

Figure 5
Use of Workchart 1 To Evaluate Automobile Traffic Noise

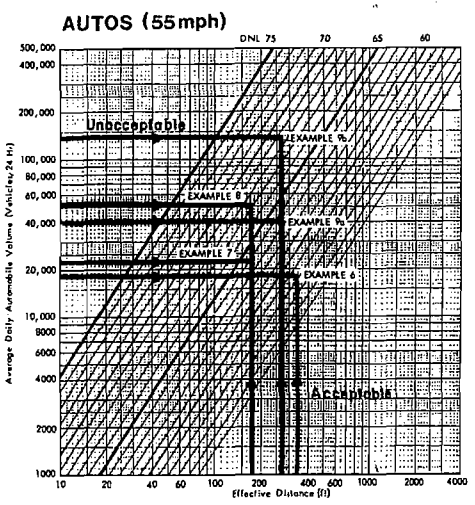

Adjustments for Automobile Traffic

Stop-and-Go Traffic:
If there is a stop sign (not a traffic signal) within 600 feet of the NAL so that the flow of traffic is completely interrupted on the road under consideration, find the stop-and-go adjustment factor for automobiles from Table 3. Enter this value in column 9 on Worksheet C.

Table 3

Distance from NAL to Stop Sign In Feet	Automobile Stop-and-Go Adjustment Factor
0	0.10
100	0.25
200	0.40
300	0.55
400	0.70
500	0.85
600	1.00

Average Traffic Speed:
If the average automobile speed is other than 55 mph, enter the appropriate adjustment from Table 4 in column 10 of Worksheet C.

Table 4

Average Traffic Speed	Auto Speed Adjustment Factor
20 (mph)	0.13
25	0.21
30	0.30
35	0.40
40	0.53
45	0.67
50	0.83
55	1.00
60	1.19
65	1.40
70	1.62

Example 6: Road No. 1 meets the four conditions that allow for an immediate evaluation. Obtaining the information necessary for this evaluation, it was found that the automobile ADT is 18,000 vehicles (Line 5c of Worksheet C). On Workchart 1 we locate on the vertical scale the point representing 18,000 and on the horizontal scale the point representing 339 feet (see Figure 5). (Note that we must estimate the location of this point.) Using a straight-edge we draw lines to connect these two values and find that the [illegible] exposure to automobile noise from this road is a DNL of 58 dB, as read from the scale at the top of the graph.

Example 7: Road No. 2 has a stop sign at 390 feet from NAL No. 2. The automobile ADT is reported as being 32,500 vehicles (line 5c of Worksheet C). From Table 3 we interpolate between 300 and 400 feet to find the adjustment factor for stop-and-go traffic to be 0.69. The adjusted traffic ADT is

0.69 × 32,500 = 22,425 vehicles per day

and with an effective distance of 174 feet from NAL No. 2, we find from Workchart 1 that the approximate value of DNL is 64 dB.

Example 8: Suppose that the stop sign on Road No. 2 were replaced by a traffic signal for which no stop-and-go adjustment is made and that the ADT increases to 75,000 vehicles. In addition, assume that the average speed is 45 mph instead of 55 mph. You adjust the new automobile ADT of 75,000 vehicles by the Auto Speed Adjustment Factor from Table 4

0.67 × 75,000 = 50,250 vehicles

and at an effective distance of 174 feet find from Workchart 1 that the approximate value of DNL is 67 dB.

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Nightime Adjustment.

DNL values are affected by the proportion of traffic volume that occurs during "daytime" (7 a.m. to 10 p.m.) and "nighttime" (10 p.m. to 7 a.m.). The graph on Workchart 1 assumes that 15 percent of the total ADT occurs during nighttime. If a different proportion of the traffic occurs at night, find the appropriate nighttime adjustment factor from Table 5. Record your answer in column 11 of Worksheet C.

Table 5

Nighttime Fraction of ADT	Nighttime Adjustment Factor
0	0.43
0.01	0.46
0.02	0.50
0.05	0.62
0.10	0.81
0.15	1.00
0.20	1.19
0.25	1.38
0.30	1.57
0.35	1.77
0.40	1.96
0.45	2.15
0.50	2.34

Once you have selected all the appropriate adjustment factors and entered them on page 2 of Worksheet C, multiply all the factors together, then multiply by the automobile ADT (column 12) for 24 hours, found on page 1 of Worksheet C. The resulting adjusted ADT should be entered in column 13. This is the ADT value to be used, in conjunction with the effective distance from the NAL to the road, to find the DNL value from Workchart 1. Enter this DNL value in column 14 of Worksheet C. Remember this is the DNL from automobile (as well as light and medium truck) noise; you must still find the DNL contribution from heavy truck noise in order to obtain the total DNL produced by the roadway you are assessing.

Attenuation of Noise by Barriers:

This adjustment reduces the noise produced by automobiles and trucks on the same road. Instructions for this adjustment appear after the noise assessment for truck traffic below.

Truck Traffic

Wherever possible, separate the average daily volume of trucks into heavy trucks (more than 26,000 pounds vehicle weight and three or more axles); medium trucks (less than 26,000 pounds but greater than 10,000 pounds), light trucks (counted as if they are automobiles). You should already have accounted for medium and light trucks in your automobile evaluation. Do not forget that buses that can carry more than 15 seated passengers are counted as heavy trucks. Heavy trucks (including buses) must be analyzed separately because they have quite different noise characteristics. If it is not possible to separate the trucks into those that are heavy and those that are not, treat *all* trucks as though they are "heavy."

Workchart 2, which is used to evaluate the site's exposure to heavy truck noise, was derived with the following assumptions:

- There is line-of-sight exposure from the site to the road; i.e., there is no barrier which effectively shields the site from the road noise.
- The road gradient is less than 2 percent.
- There is no stop sign (traffic signals are permissible) within 600 feet of the site.
- The average truck traffic speed is 55 mph.
- The nighttime fraction of ADT is 0.15.

If the road meets these five conditions, proceed to Workchart 2 for an immediate evaluation of the site's exposure to heavy truck noise from that road.

But:

If any of the conditions is different, make the necessary adjustment(s) listed below and *then* use Workchart 2 for the evaluation.

Figure 6.
Use of Workchart 2 to Evaluate Heavy Truck Noise

Heavy Trucks (55 mph)

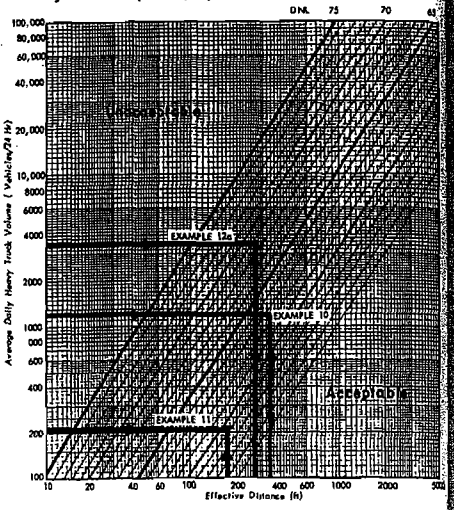

Adjustments for Heavy Trucks

Road Gradient:

If there is a gradient of 2 percent or more, find the appropriate adjustment factor, for heavy trucks going uphill only, as shown in Table 6. List this factor in column 17 of Worksheet C.

Table 6

Percent of Gradient	Adjustment Factor
2	1.4
3	1.7
4	2.0
5	2.3
6 or more	2.5

Example 9a: Road No. 3 is a limited access highway with no stop signs and the average speed is 55 mph. Current traffic data indicate an automobile ADT of 40,000 vehicles of which 15 percent occurs during nighttime hours (10 p.m. to 7 a.m.). With an effective distance of 270 feet to NAL No. 2, Workchart 1 is used to show that the DNL for existing automobile traffic is between 63 and 64 dB. Round off to 64 dB.

Example 9b: However, traffic projections estimate that in 10 years the ADT will increase to 100,000 vehicles at an average speed of 55 mph and nighttime usage will increase to 25 percent. For future traffic, you must adjust the future ADT of 100,000 for the effect of increased nighttime use. From Table 5, you find an adjustment factor of 1.38. The adjusted ADT is

$$1.38 \times 100{,}000 = 138{,}000$$

and at an effective distance of 270 feet you find from Workchart 1 that the DNL will increase to 69 dB; therefore, provision for extra noise control measures should be explored. We will examine in Example 13 the effect of terrain as a shielding barrier that provides sound attenuation.

Example 10: Road No. 1 on Figure 4 meets the four conditions that allow for an immediate evaluation. The ADT for heavy truck flow is 1200 vehicles. Workchart 2 shows that the exposure to truck noise from this road at an effective distance of 339 feet is a DNL of 63 dB at NAL No. 1.

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Average Traffic Speed:

Make this adjustment if the average speed differs from 55 mph. If the average truck speed differs with direction, treat the uphill and downhill traffic separately. Select the appropriate adjustment factors from Table 7 below, entering them in column 18 of Worksheet C.

Table 7

Average Traffic Speed MPH	Heavy Truck Speed Adjustment Factor
50 or less	0.81
55	1.00
60	1.17
65	1.38

Once you have found the speed adjustment factor, you can combine the uphill and downhill traffic. For uphill traffic, multiply the gradient factor times the speed adjustment factor times uphill traffic volume (truck ADT column 19) (assuming one half the total 24-hour average number of trucks unless specific information to the contrary exists), entering the product in column 20. Multiply the speed adjustment factor for downhill traffic times the downhill traffic volume (truck ADT/2 column 19). Add the values for uphill and downhill traffic, entering this sum in column 21. You may now complete the assessment of heavy truck noise without regard to uphill and downhill traffic separation.

Stop-and-Go Traffic:

If there is a stop sign (remember, not a traffic signal) within 600 feet of an NAL for the site on the road being assessed, find the adjustment factor determined according to Table 8. Enter it in Column 22 of Worksheet C.

Table 8

Heavy Truck Traffic Volume per Day	Heavy Truck Stop-and-Go Adjustment Factor
Less than 1200	1.8
1201 to 2400	2.0
2401 to 4800	2.3
4801 to 9600	2.8
9601 to 19,200	3.8
More than 19,200	4.5

Nighttime Adjustment

After all the above adjustments are made, do not forget to adjust for nighttime operations if they are not 15 percent of the total ADT, using the factors obtained from Table 5 just as for automobiles. Enter this value in column 23 of Worksheet C.

At this point, multiply the adjustment factors for nighttime and stop-and-go traffic times the heavy truck traffic volume in column 21 to find the adjusted heavy truck ADT, entering the product in column 24. Use this value and the effective distance from the NAL to the road to find the truck DNL from Workchart 2, entering your answer in column 25 of Worksheet C. If no shielding barriers are to be considered, combine the DNL from heavy trucks with the DNL from automobiles (column 14). The result is the DNL from the road being assessed and should be entered on Worksheet C.

But:

If a shielding barrier is to be considered for the site, make the analysis described below separately for automobiles and then for heavy trucks *before* combining the DNL values. This step is necessary since barriers are far more effective for automobiles than for heavy trucks. Once you have found the amount of attenuation provided by the barrier for automobiles, enter it in column 15. Find the value of barrier attenuation for heavy trucks and enter it in column 25. Subtract these attenuation values from the DNL values obtained previously (columns 14 and 24), entering the reduced DNL values in columns 16 and 27. Combine the automobile and heavy truck DNL values, reduced by the attenuation provided by the barrier, to find the final DNL produced by the roadway at the site.

Remember to combine the contributions to DNL of *all* roads that affect the noise environment at each NAL for the site to obtain the total DNL from all roadways. Enter this DNL on both Worksheet C and the summary Worksheet A.

Attenuation of Noise by Barriers

Noise barriers are useful for shielding sensitive locations from ground level noise sources. For example, a barrier may be the best way to deal with housing sites at which the noise exposure is not acceptable because of nearby roadway traffic.

A barrier may be formed by the road profile, by a solid wall or embankment, by a continuous row of noise-compatible buildings, or by the terrain itself. To be an *effective* shield, however, the barrier must block all residential levels from line of sight to the road; it must not have any gaps that would allow noise to leak through.

Some Preliminary Matters:

In evaluating noise barrier performance, you will be working with different kinds of "distances" between the sound source, the observer, and the barrier.

Actual Distance – the existing distance that would be measured using a tape measure with no corrections or adjustments. This may mean one of two things, *depending on the application;* either the:

- *slant distance* – the actual distance,

Example 11: Road No. 2 has a stop sign at 390 feet from NAL No. 2. There is also a road gradient of 4 percent. No heavy trucks are allowed on this road, but a schedule shows an average of 12 large buses pass along the road per hour between 7 a.m. and 10 p.m., although no buses are scheduled during the remaining nighttime period. The buses are equally divided in each direction along the road. (Remember large buses, those that carry over 15 seated passengers, count as heavy trucks.)

We find the ADT for the "heavy trucks" (the buses in this case) by multiplying the average number of vehicles per hour by the number of hours between 7 a.m. and 10 p.m. That is, 12 x 15 = 180, or 90 vehicles in each direction. We find from Table 6 that the gradient adjustment factor for uphill traffic is 2.0. We find the truck volume adjusted for gradient is

uphill:	*90 x 2.0 = 180*
downhill:	*= 90*
total (column 21)	*= 270 vehicles*

From Table 8, we find the adjustment factor for stop-and-go traffic to be 1.8.

We also remember that we have no buses in the nighttime period and find the factor in Table 5 on page 8 for zero nighttime operations to be 0.43.

Our final adjusted ADT is (column 24)

1.8 x 0.43 x 270 = 209 Vehicles

From Workchart 2, with an effective distance of 174 feet, we find a DNL of 59 dB.

Example 12a: Road No. 3 is a depressed highway and the profile shields all residential levels of the housing from line of sight to the traffic. The average truck speed is 50 mph. The ADT for heavy trucks is 4400 vehicles. We adjust for average speed (from Table 7)

4400 x 0.81 = 3564

and find from Workchart 2 that, with an effective distance of 270 feet, the DNL from truck noise would be 69 dB if no barrier existed. We proceed to analyze the barrier attenuation.

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measured along the line of sight between two points; or the

- *map distance* – the actual distance, measured on a horizontal plane, between the two points, as on a map or on the project plan.

For an observer high in an apartment tower, the slant distance to the road may be much longer than the map distance.

Barrier effectiveness is expressed in terms of noise attenuation in decibels (dB), determined with the aid of Workchart 6. This numerical value is subtracted from the previously calculated DNL in order to find the resultant DNL at the Noise Assessment Location.

Note: A noise barrier can be considered as a means of protecting a site from noise even if it cannot wrap around the site to shield from view practically all of the source of noise at every sensitive location on the site. It must be recognized, however, that such a barrier is much less effective than an ideal barrier. (See Workchart 7 and Step 6 below.)

Barriers of reasonable height cannot be expected to protect housing more than a few stories above ground level. Barriers will generally protect the ground and the first two or three floors, but not the higher floors. If there are to be frequently occupied balconies on the upper levels, one solution is to move the building farther from the noise source and face the sensitive areas away from the noise.

Steps to Evaluate a Barrier

1. For the observer's position, use the mid-height of the highest residential level. For the source position, use the following heights (see Figure 7):

- autos, medium trucks, railway cars – the road or railway surface height
- heavy trucks – 8 feet above the road surface
- diesel locomotives or trains using horns or whistles at grade crossings – 15 feet above the rails.

Figure 7.
Source Heights to Be Used in Roadway Barrier Designs

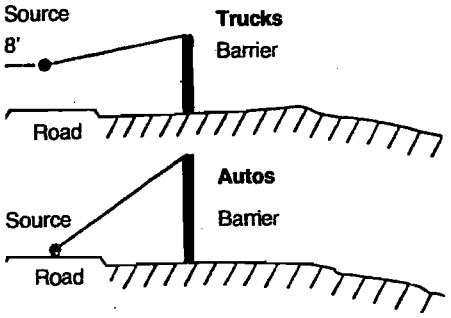

Get accurate values for the following quantities: h, the shortest distance from the barrier top to the line of sight from source to observer; R and D, the slant distances along the line of sight from the barrier to the source and observer, respectively (see Figure 8).

Figure 8.
Generalized Geometry of Acoustical Barrier

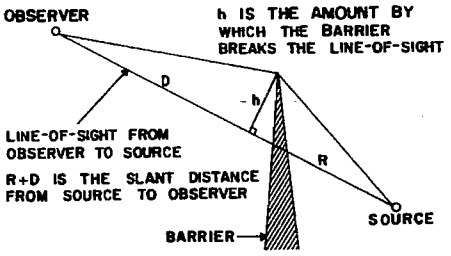

Specifically, R and D are the two segments into which h breaks the line of sight. Note that h is *not* the height of the barrier above the ground but the distance from the barrier top to the line of sight.

2. Enter at the top of Workchart 6 with the value of h on the left-hand scale; move right to intersect the curve corresponding to R (or D, whichever is *smaller*).

3. Move down to intersect the curve corresponding to the value of D/R (or R/D, whichever is *smaller*).

4. Move right to intersect the vertical scale in order to find the barrier shielding value A in decibels.

5. Interruption of the line of sight with a barrier between the noise source and an observer reduces the amount of sound attenuation provided by the ground. Find the amount of this loss B from the table on Workchart 6 by entering the table with the value of D/R. Find the barrier attenuation value S corresponding to an ideal barrier that completely hides the noise source from view by subtracting B from the value of A obtained in Step 4.

6. If the barrier exists along only a part of the road so that unshielded sections of the road would be visible from the site, the barrier is less effective than an ideal barrier. On a plan view of the site, locate the two ends of the barrier and draw lines from these points to the Noise Assessment Location. Use a protractor to measure the angle formed at the NAL by the two lines. Enter the horizontal scale of Workchart 7 with the values of this angle; read up to the curve having the value of S determined from Step 5 (interpolating if necessary); read left across to the vertical scale labeled "actual barrier performance" to find the value of FS to use for the actual barrier in question.

7. Subtract the barrier attenuation value S (or FS if adjusted for finite barrier length according to Workchart 7) from the value of DNL previously determined to reevaluate the site with the noise barrier in place.

Example 12b: (Refer to Figure 9.) Six stories are planned for the housing where the site has an elevation of 130 feet. The effective elevation for the highest story is found by multiplying the number of stories by 10 feet, adding the site elevation, and subtracting 5 feet.

$(6 \times 10) + 130 - 5 = 185$ *feet*

The barrier, which in this case is formed by the road profile, has no "height" other than the elevation of the natural terrain above the noise sources traveling on the roadway. The important dimensions are indicated in Figure 9.

Some people with a technical background will be able to fit the geometric diagram to the site situation readily, working from the project drawings and a scratch sheet.

But if you are *not* confident of your geometry, Workchart 5 gets you the values of R, D, and h from the map distances and elevations of the site. We illustrate that procedure in this example.

First, enter the elevations of the source (S), the observer (O), and the top of the barrier (H), as well as the map distances from the barrier to the source (R') and observer (D'), at the top right of Workchart 5. Then, follow the steps on that Workchart to derive the values of h, R, and D that are needed in using Workchart 6.

Entering Workchart 6 at the upper left with the value of h (5.5 feet), we move horizontally

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Figure 9.
Detail of Site Showing Measurements Necessary for a Barrier Adjustment

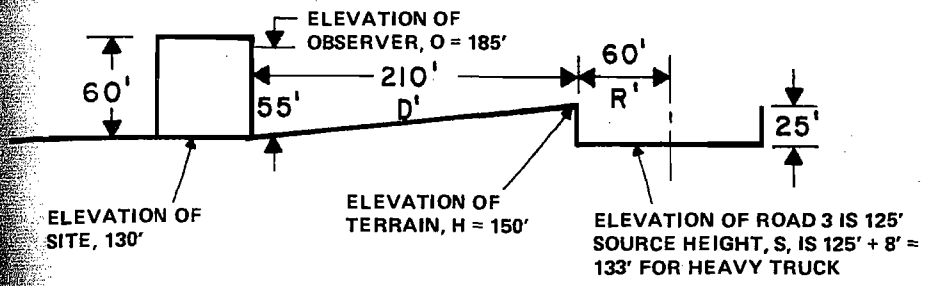

Figure 10.
Use of Workchart 5 to Determine Barrier Dimensions in Example 12b

Workchart 5
Noise Barrier
(Find R, D and h from Site Elevations and Distances

Enter the values for:
H= 150 R'= 60
S= 133 D'= 210
O= 185

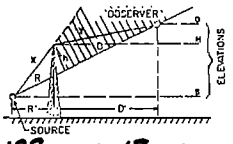

Fill out the following worksheet (all quantities are in feet):

Elevation of barrier top minus elevation of source	[11 150] − [5 133]	= [1 17]	
Elevation of observer minus elevation of source	[0 185] − [5 133]	= [2 52]	
Line distance between source and observer (R' + D')		[3 270]	
Line distance between barrier and source (R')		[4 60]	
Line 2 divided by line 3	[2 52] ÷ [3 270]	= [5 0.19]	
Square the quantity on line 5 (i.e., multiply it by itself); always positive	[5 0.19] × [5 0.19]	= [6 0.04]	
0.4 times line 6	[0.4] × [6 0.04]	= [7 0.016]	
1.0 minus line 7	[1.0] − [7 0.016]	= [8 0.984]	
0.19 times line 4 (will be negative if line 2 is negative)	[5 0.19] × [4 60]	= [9 11.4]	
17 minus line 9	[1 17] − [9 11.4]	= [10 5.6]	
5.6 times line 8	[10 5.6] × [8 0.984]	= [11 5.5]	= h
0.19 times line 10	[5 0.19] × [10 5.6]	= [12 1.06]	
60 divided by line 8	[4 60] ÷ [8 0.984]	= [13 61]	
61 plus line 12	[13 61] + [12 1.06]	= [14 62]	= R
270 minus line 4	[3 270] − [4 60]	= [15 210]	
210 divided by line 8	[15 210] ÷ [8 0.984]	= [16 213]	
213 minus line 12	[16 213] − [12 1.06]	= [17 212]	= D

Value on line 2 may be negative, in which case the values on lines 5, 9, and 12 will be negative. Remember, then, in lines 10, 14, and 17, that adding a negative number is the same as subtracting: x + (-y) = x-y. And subtracting a negative number is like adding: X-(-y) = x + y.

Round off R and D to nearest integer. h to one decimal place

Figure 11.
Use of Workchart 6 to Evaluate Barrier in Examples 12b, 13 and 14

Noise Barrier Workchart 6

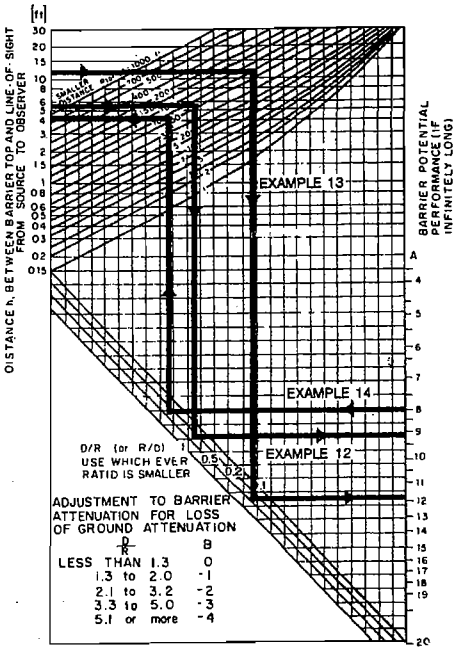

right until we meet the value of R or D, ever is smaller: in this example, R = 62 rom that point we drop vertically down- until we meet the value of R/D or D/R, ever is smaller: in this case, R/D = rom that point, move horizontally to t to find the value for A = 9 dB. Enter- table for determining loss of ground tion effect due to the barrier with a of D/R of 3.5, the reduction in tion (B) is found to be 3 dB. cting 3 dB from 9 dB provides a net tion of 6 dB. With 6 dB of attenuation, nal DNL of 69 dB (Example 12a) is to 63 dB.

Example 13: An alternative approach, which is somewhat more direct, is illustrated here for the noise of automobiles on Road No. 3.

A preliminary step is to make an accurately scaled sketch of the general geometry introduced on page 8. It must include the positions of the source (this time at the road surface), the observer, and the top of the barrier; and will show the distances h, R, and D. Such a sketch is shown superimposed on the profile of the road and its neighborhood in Figure 12.

If we carefully scale the dimensions directly from this sketch, we find the following values for h, R, and D:

R=63 feet

R/D=0.3

D=214 feet

h=11 feet

The barrier attenuation is found, by entering Workchart 6 with these values, to be A=12 dB. It is larger than that found for trucks because the noise source is lower and is, therefore, better shielded by the barrier. The loss from ground attenuation is again B=3 dB for a net attenuation of 12 - 3 = 9 dB. In Example 9b, we found that the DNL

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Figure 12.
Sketch Showing Dimensions for Example 13

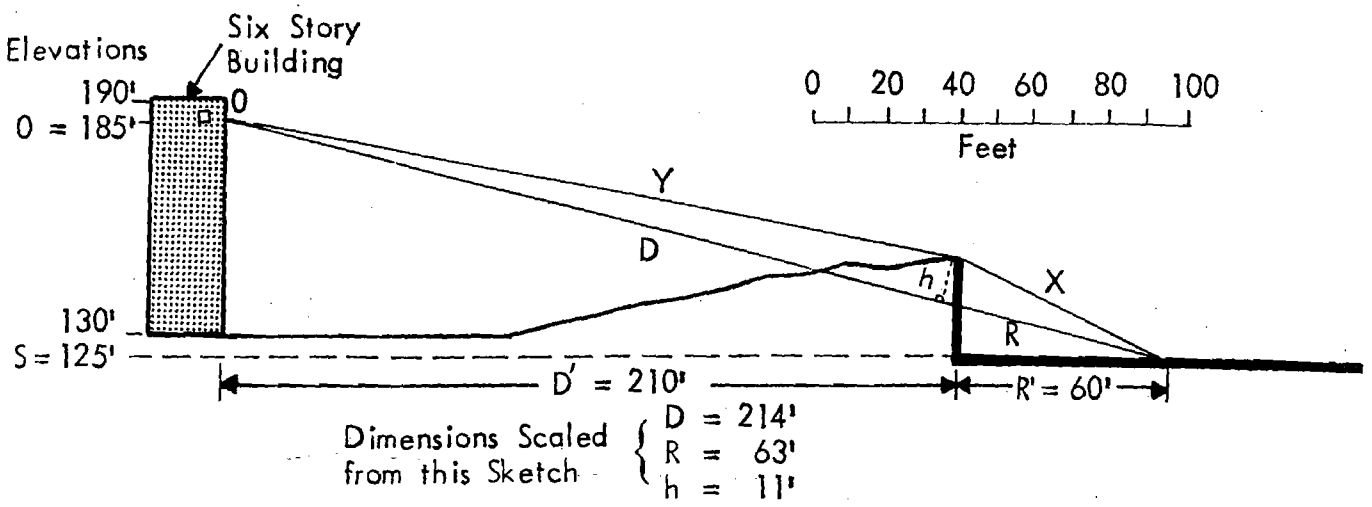

for the projected traffic volume of 100,000 vehicles per day was 69 dB if no consideration was given the shielding provided by the terrain. Subtracting the 9 dB attenuation from 69, we find the partial DNL for automobiles is 60 dB.

In order to find the combined truck and automobile noise for Road No. 3, we combine the 63 dB of truck noise with the 60 dB of automobile noise using Table 1. We find that 1.8 should be added to 63 dB, for a combined DNL of 64.8 dB, or 65 dB when rounded to the nearest whole number.

Example 14: Where no natural barrier exists, Workchart 6 can be used in reverse to estimate the height of a barrier needed to obtain a required attenuation. In example 9b we found that, without any attenuation from terrain or a barrier, the automobile traffic produced a DNL of 69 dB, and in Example 12a the heavy truck traffic produced a DNL of 69 dB. When combined, the total DNL is 72 dB. Suppose the terrain were not rising between NAL and Road No. 3, as shown in Figure 12, but instead was level between the NAL and the edge of the road, as shown in Figure 13. We want to find out how high a wall, infinite in length, would be required at the edge of the road to reduce the combined truck and automobile noise to less than 65 dB. We have found in the previous examples that a barrier of a given height will provide more attenuation for automobiles than it will for trucks. As a first step in our analysis, we will find the height of a wall that will reduce the truck noise to just below 65 dB, say 64 dB, and then find out whether the additional attenuation it provides for automobile noise will be sufficient to reduce the combined truck and automobile noise to less than 65 dB. We begin by finding the height of wall that will provide 5 dB attenuation for truck noise.

We estimate that the ratio of R/D is about the same as R'/D', the ratio of horizontal distance in Figure 13, which is equal to 0.29. Before entering Workchart 6, we find from the loss of ground attenuation table that for D/R = 3.4 we will lose 3 dB attenuation from an ideal barrier. In order to have a net attenua-

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Figure 13.
Sketch Showing Dimensions for Example 14

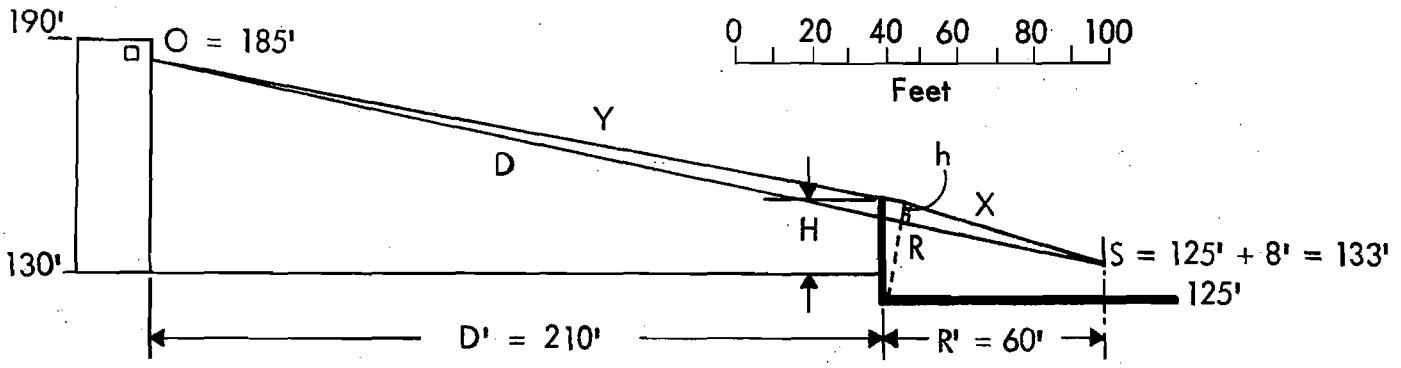

tion of 5 dB, we must have an ideal barrier that provides 5 + 3 = 8 dB attenuation.

Entering Workchart 6 on the right side scale A at 8 decibels, we move across to the diagonal lines, finding 0.29 by interpolating between the lines marked at 0.2 and 0.5. Moving directly up to a point midway between the R lines of 50 and 70, we find our estimated R of approximately 60. Moving across to the left we find that the line of sight between the observer and the truck source height must be broken by a value of h equal to 4.5 feet.

We can determine the height of the wall H in several ways. By drawing h=4.5 feet to scale on Figure 13, we can scale the total wall height H to be approximately 20 feet. Those who feel comfortable with geometry can calculate H by using the similar triangle relationships in Figure 13 to determine that H is 19.1 feet.

Now we must find how much a wall 19 feet high will attenuate automobile noise, remembering that the source height for automobiles is at the road surface elevation of 125 feet. By scaling the drawing, or by geometry, we determine that the line of sight between the observer position and the automobile source is broken by a value of h that is approximately 13 feet. Entering Workchart 6 at 13 feet we find, for R=60 feet and R/D=0.29, that the potential barrier attenuation is 12dB. We must reduce this by 3 dB for loss of ground attenuation to find the actual shielding of automobile noise to be 9 dB. The original 69 dB of automobile noise is reduced to 69 - 9 = 60 dB.

Finally, we combine the heavy truck noise, attenuated by the wall to 69 - 5 = 64 dB, with the automobile noise reduced to 60 dB, to find a combined DNL of 65.5 dB, or 66 dB when rounded upward. Remember, however, that this is for an infinite wall. Further adjustments would have to be made once the actual length was known.

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Necessary Information

To evaluate a site's exposure to railway noise, you will need to consider all rapid transit lines and railroads within 3000 feet of the site (except totally covered subways). The information required for this evaluation is listed below under headings that indicate the most likely source.

Before beginning the evaluation, you should record the following information on Worksheet D:

From the area map and/or the (County) Engineer:

- The distance from the appropriate NAL on the site to the center of the railway track carrying most of the traffic.

From the Supervisor of Customer Relations for the railway:

- The number of diesel trains and the number of electrified trains in both directions during an average 24-hour day.
- The fraction of trains that operate during nighttime (10 p.m. - 7 a.m.) If this is unknown, assume 0.15.
- The average number of diesel locomotives per train. If this is unknown, assume 2.
- The average number of railway cars per diesel train and per electrified train. If this is unknown, assume 50 for diesel trains and 8 for electrified trains.
- The average train speed. If this is unknown, assume 30 mph.
- Is the track made from welded or bolted rails?

From the Engineering Department of the railway:

- Is the site near a grade crossing that requires prolonged use of the train's horn or whistle? if so, where are the whistle posts located? (Whistle posts are signposts which tell the engineer to start blowing the horn or whistle. Every grade crossing has whistle posts and they are listed on the railroad's "track charts." If traffic on the track is one-way, there will be only one whistle post. The grade crossing itself is the other "whistle post."

Electrified rapid transit and commuter trains that do not use diesel engines should be treated the same as railway cars.

Note: Buildings closer than 100 feet to a railroad track are often subject to excessive vibration transmitted through the ground. Construction at such sites is discouraged.

Evaluation of Site Exposure to Railway Noise

Railway noise is produced by the combination of diesel engine noise and railway car noise. These Guidelines provide for the separate evaluation of diesel locomotives and railroad cars, and then the combination of the two, in order to obtain the DNL from trains. When rapid transit or electrified trains that do *not* use diesel engines are the only trains passing near a site go directly to the second part of the evaluation since these trains are treated in the same manner as railway cars.

Diesel Locomotives

Workchart 3 was derived with the following assumptions:

- A clear line of sight exists between the railway track and the Noise Assessment Location.
- There are two diesel locomotives per train.
- The average train speed is 30 mph.
- Nighttime operations are 0.15 of the 24-hour total.
- The site is not near a grade crossing requiring prolonged use of the train's horn or whistle.

If the situation meets these conditions, proceed to Workchart 3 for an immediate evaluation of diesel locomotive noise.

But:

If any of the conditions is different, make the necessary adjustments listed below and *then* use Workchart 3 for the evaluation.

Figure 14.
Use of Workchart 3 to Evaluate Diesel Locomotive Noise

Railroads – Diesel Locomotives

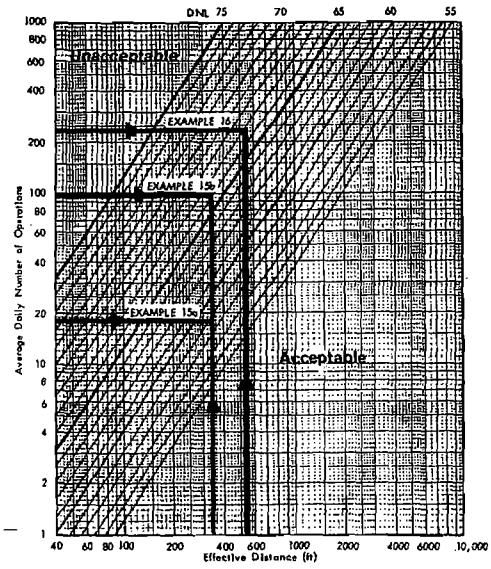

Adjustments for Diesel Locomotives

Number of Locomotives:

If the average number of diesel locomotives per train is not 2, divide the average number by 2. Enter this value in column 9 of Worksheet D.

Example 15a: The distance from NAL number 1 to Railway Number 1 is 339 feet. Two percent of the 35 daily operations occur at night; there is clear line of sight between the tracks and the NAL, and no horns or whistles are used. No information is available on train size or speed, therefore we will assume 2 engines per train and a speed of 30 mph.

Since the percentage of nighttime operations is different from 15 percent, we must adjust the actual number of daily operations, multiplying by 0.50 according to Table 5.

0.50 x 35 = 17.5 = 18

Entering Workchart 3 with 18 daily operations and a distance of 339 feet, we find that the contribution of diesel engine noise is a DNL of 59 dB (see Figure 14).

In order to find the total contribution of the trains to the total DNL, we must also find the noise level produced by the train's cars. Entering Workchart 4 (see Figure 15) with 18 daily operations and a distance of 339 feet, we find the DNL is below 50 on the chart, or more than 10 decibels lower than the noise level produced by the engines. Based on the chart for decibel addition, the combination of the noise from the engines and the cars adds less than 0.5 decibels to the DNL value for the engines alone, 59 dB.

Example 15b: Suppose that a forecast of train operations for Railway 1 indicates that there will still be 35 trains per day, but now 50 percent of the operations will occur at night, the average train will have 4 engines and 75 cars, and the average speed will be 50 mph.

We first find the contribution to DNL made by diesel locomotives by using the following adjustment factors:

- number of engines adjustment: 2
- speed adjustment: 0.60
- day/night adjustment: 2.34

We multiply these adjustments together with the number of trains:

2 X 0.60 X 2.34 X 35 = 98

Entering Workchart 3 (see Figure 14) with 98 daily operations and a distance of 339

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Average Train Speed:

If the average train speed is different from 30 mph, find the appropriate adjustment factor from Table 9 and list in column 10 of Worksheet D.

Table 9

Average Speed (mph)	Speed Adjustment Factor
10	3.00
20	1.50
30	1.00
40	0.75
50	0.60
60	0.50
70	0.43

Horns or Whistles:

If the NAL is perpendicular to any point on the track between the whistle posts for the grade crossing, enter the number 10 in column 11, Worksheet D.

Nighttime Adjustment:

Remember to adjust for nightime operations, if different from 0.15 of the total, by selecting the appropriate adjustment factor from Table 5 on page 8. Enter in column 12, Worksheet D.

Multiply the adjustment factors together, times the number of diesel trains per day (you have listed this number previously on line 2a, page 1, of Worksheet D, and should enter this number again in column 13) to obtain the adjusted number of trains per day. Enter the adjusted number of diesel trains per day in column 14. Use this value, in conjunction with the distance from the NAL to the track (line 1, page 1, of Worksheet D), to find from Workchart 3 the DNL produced by diesel locomotives. List in column 15 of Worksheet D.

Railway Cars and Rapid Transit Systems

Workchart 4 was derived with the following assumptions:

- A clear line of sight exists between the railway and the NAL.
- There are 50 cars per train.
- The average train speed is 30 mph.
- Nighttime operations are 0.15 of the 24-hour total.
- Rails are welded together.

If the situation meets these conditions, proceed to Workchart 4 for an immediate evaluation of railway car noise. Again, if any of the conditions is different, make the necessary adjustments listed below and then use Workchart 4 for the evaluation.

Figure 15.
Use of Workchart 4 to Evaluate Railway Car Noise

Railroads – Cars and Rapid Transit

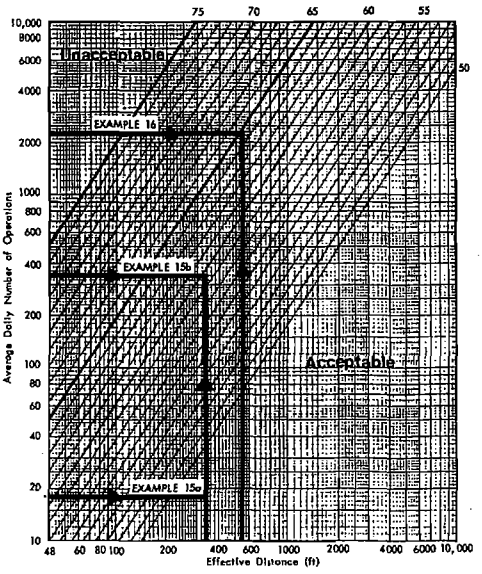

Adjustments for Railway Cars and Rapid Transit Trains

Number of Cars:

Divide the average number of cars by 50 and enter this number in column 18 of Workchart D.

Average Speed:

Make this adjustment, if the average speed is not 30 mph, by selecting the appropriate value from Table 10, entering it in column 19 of Worksheet D.

Table 10

Average Speed (mph)	Speed Adjustment Factor
10	0.11
20	0.44
30	1.00
40	1.78
50	2.78
60	4.00
70	5.44
80	7.11
90	9.00
100	11.11

Bolted Rails:

Enter the number 4 in column 20 of Worksheet D.

Nighttime Adjustment:

Enter the appropriate adjustment factor from Table 5 in column 21 of Worksheet D.

feet, we find that the site has an engine noise contribution to DNL of 66 dB.

We next obtain the adjustment factors for the noise produced by the cars:

- number of cars adjustment: 1.50
- speed adjustment: 2.78
- day/night adjustment: 2.34

Multiplying the adjustment factors times the average daily number of trains:

1.5 X 2.78 X 2.34 X 35 = 342

Entering Workchart 4 (see Figure 15) with 342 operations and a distance of 339 feet, we find the contribution of the cars to the DNL is 60 dB. Using Table 1 for combining levels, we find that the 6 dB difference between engine noise at 66 and car noise at 60 gives a combined DNL of 67 dB for these trains.

Example 16: The distance from NAL number 2 to Railroad Number 2 is 550 feet; there are 100 operations per day, of which 30 percent occur at night. A clear line of sight exists between the site and the railroad, and no horns or whistles are used nearby. An average train on this track uses 4 engines, has 100 cars, the average speed is 40 miles per hour, and the track has bolted, not welded, rails.

We first find the adjustment factors for the diesel engines:

- number of engines adjustment: 2
- speed adjustment: 0.75
- day/night adjustment: 1.57

Multiplying the adjustments together, times the number of trains:

2 X 0.75 X 1.57 X 100 = 236

Entering Workchart 3 (see Figure 14) with 236 operations at a distance of 550 feet, we find the DNL contribution from engine noise to be 67 dB.

Next we find the adjustment factors for the railroad cars:

- number of cars adjustment: 2
- speed adjustment: 1.78
- bolted track adjustment: 4
- day/night adjustment: 1.57

Multiplying the adjustments together, times the number of trains:

2 X 1.78 X 4 X 1.57 X 100 = 2236

Entering Workchart 4 (see Figure 15) with

(Continued next page)

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Figure 16.
Sketch Showing Dimensions for Example 16

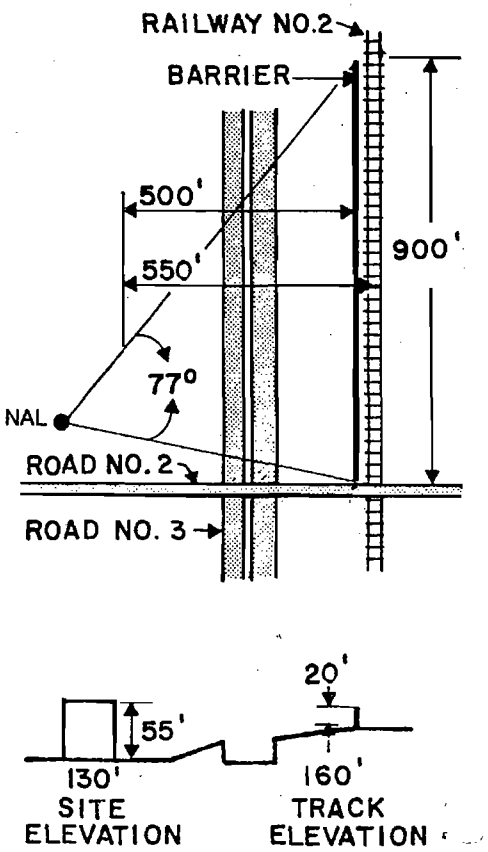

Figure 17.
Use of Workchart 6 in Example 16

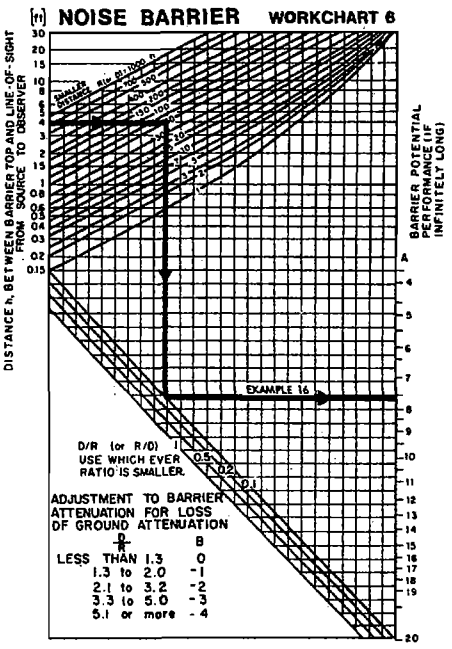

Figure 18.
Use of Workchart 7 in Example 16

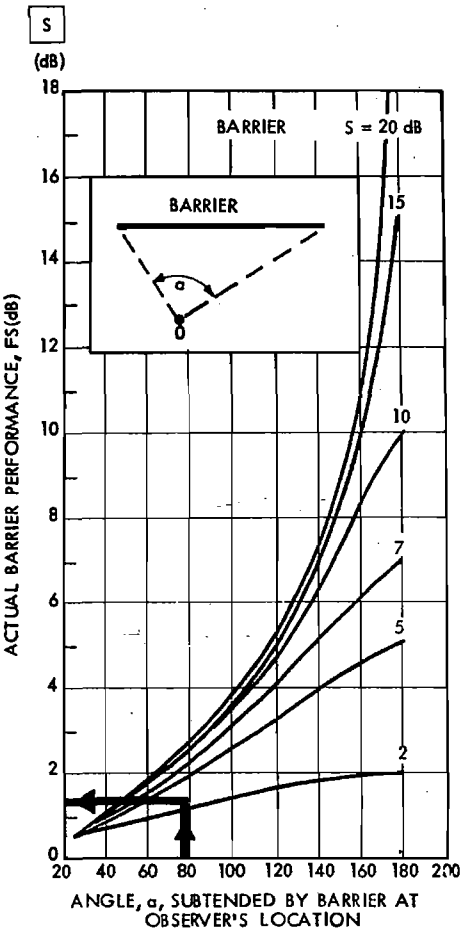

2236 operations at a distance of 550 feet, we find the DNL contribution from the railroad cars to be 65 dB. Combining the engine sound levels with the car sound levels we find the total DNL from the trains to be 69 dB.

It would be possible to erect a 20-foot noise barrier, running parallel to the track at a distance of 50 feet; it could start at Road Number 2 and run 900 feet north toward the airport, as shown in Figure 16. Both the railroad track and the ground level at the barrier location are at an elevation of 160 feet. Thus, we have the following values with which to calculate the potential reduction in engine noise (using Workchart 5). (Because the distances involved are so unequal, this situation does not lend itself to direct scaling of the distances.)

H = 180 feet (20' above the ground)

S = 175 feet (15' above the track, see page 19)

0 = 285 feet (from Example 11 in the section on roadway noise)

R' = 50 feet

D' = 500 feet

We find from Worksheet 5 that the values of R and D are no different (within the accuracy of the calculation) from R' and D', a situation that will always occur when the differences in elevation are so much smaller than the distances from the site to the noise source. The value of h is 4 feet; R/D = 0.1

We can now use these numbers to enter Workchart 6 to find the *potential* barrier performance (that is, the barrier adjustment factor that would apply in the case of an infinitely long barrier). Entering Workchart 6 at h = 4 feet, with R/D = 0.1, we find the basic attenuation of the barrier to be 7.5 dB. However, with D/R = 10, we find from the table of loss-of-ground-effect attenuation that we must subtract 4 dB from the 7.5, or a net effect of 3.5 dB. However, the situation is even worse, since the barrier is finite in length.

To find the actual attenuation for this *finite* barrier, we must first find the angle subtended by the barrier to the NAL. Referring to Figure 16, we draw lines from the NAL each end of the barrier. With

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References

1. D.E. Bishop, A.P. Hays, "Handbook for Developing Noise Exposure Contours for General Aviation Airports," FAA-AS-75-1, December 1975 (NTIS No. AD-A023429).

2. D.E. Bishop, et al., "Calculation of Day-Night Levels Resulting From Civil Aircraft Operations," BBN Report 3157 for Environmental Protection Agency, March 1976 (NTIS No. PB 266 165).

3. B.A. Kugler, D.E. Commins, W.J. Galloway, "Highway Noise – A Design Guide for Prediction and Control," NCHRP Report 174, Transportation Research Board, National Research Council, 1976.

4. T.J. Schultz, W.J. Galloway, "Noise Assessment Guidelines – Technical Background," Office of Policy Development and Research, U.S. Department of Housing and Urban Development," 1980.

5. M.A. Simpson, "Noise Barrier Design Handbook," FHWA-RD-76-58, Federal Highway Administration, February 1976 (NTIS No. PB 266 378).

a protractor we measure the angle between the two lines to be 77 degrees. Locate the curve on Workchart 7 corresponding to the potential barrier attenuation of 3.5 dB; it lies midway between the two lowest curves (see Figure 18). The point on this curve corresponding to a subtended angle of 77 degrees indicates that the actual barrier performance would be only 1.5 dB. With only 1.5 dB of attenuation, the barrier is clearly not cost-effective. In order to achieve a usable attenuation from the barrier, it would have to be extended beyond the other side of Road Number 2 to obtain a larger subtended angle. This extension, however, would still not be cost-effective unless the height of the barrier were increased substantially.

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Summary of Adjustment Factors

Combination of Sound Levels

Table 1

Difference in Sound Level	Add to Larger Level
0	3.0
1	2.5
2	2.1
3	1.8
4	1.5
5	1.2
6	1.0
7	0.8
8	0.6
9	0.5
10	0.4
12	0.3
14	0.2
16	0.1
greater than 16	0.

Aircraft

Table 2 DNL Outside 65 dB Contour

D^1 = distance from 65 dB contour to flight path
D^2 = distance from site to flight path

D2 / D1	DNL dB
1.0	65
1.12	64
1.26	63
1.41	62
1.58	61
1.78	60
2.00	59
2.24	58
2.51	57
2.82	56
3.16	55

Automobile Traffic

Table 3 Stop-and-go

Distance from Site to Stop Sign feet	Automobile Stop-and-go Adjustment Factor
0	0.10
100	0.25
200	0.40
300	0.55
400	0.70
500	0.85
600	1.00

Table 4 Average Traffic Speed

Average Traffic Speed	Adjustment Factor
20 (mph)	0.13
25	0.21
30	0.30
35	0.40
40	0.53
45	0.67
50	0.83
55	1.00
60	1.19
65	1.40
70	1.62

Table 5 Nighttime (applies to all sources)

Nighttime Fraction of ADT	Nighttime Adjustment Factor
0	0.43
0.01	0.46
0.02	0.50
0.05	0.62
0.10	0.81
0.15	1.00
0.20	1.19
0.25	1.38
0.30	1.57
0.35	1.78
0.40	1.96
0.45	2.15
0.50	2.34

Medium Trucks

(less than 26,000 pounds, greater than 10,000 pounds)

Multiply adjusted automobile traffic by 10.

Heavy Trucks

Table 6 Road Gradient

Percent of Adjustment Gradient Factor	
2	1.4
3	1.7
4	2.0
5	2.2
6 or more	2.5

Table 7 Average Speed

Average Traffic Speed (mph)	Truck Speed Adjustment Factor
50 or less	0.81
55	1.00
60	1.17
65	1.38

Table 8 Stop-and-go

Heavy Truck Traffic Volume per Day	Heavy Truck Stop-and-Go Adjustment Factor
Less than 1200	1.8
1201 to 2400	2.0
2401 to 4800	2.3
4801 to 9600	2.8
9601 to 19,200	3.8
More than 19,200	4.5

Railroads - Diesel Engines

Number of Engines per Train
The number of engines divided by 2.

Table 9 Average Train Speed

Average Speed (mph)	Speed Adjustment Factor
10	3.00
20	1.50
30	1.00
40	0.75
50	0.60
60	0.50
70	0.43

Whistles or horns
Multiply number of trains by 10.

Railroads - Cars and Rapid Transit

Numbers of cars.
Number of cars per train divided by 50.

Table 10 Average Train Speed

Average Speed (mph)	Speed Adjustment Factor
10	0.11
20	0.44
30	1.00
40	1.78
50	2.78
60	4.00
70	5.44
80	7.11
90	9.00
100	11.11

Bolted Rails
Multiply number of trains by 4.

Whisties or Horns
Multiply number of trains by 100.

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kchart 1
s (55 mph)

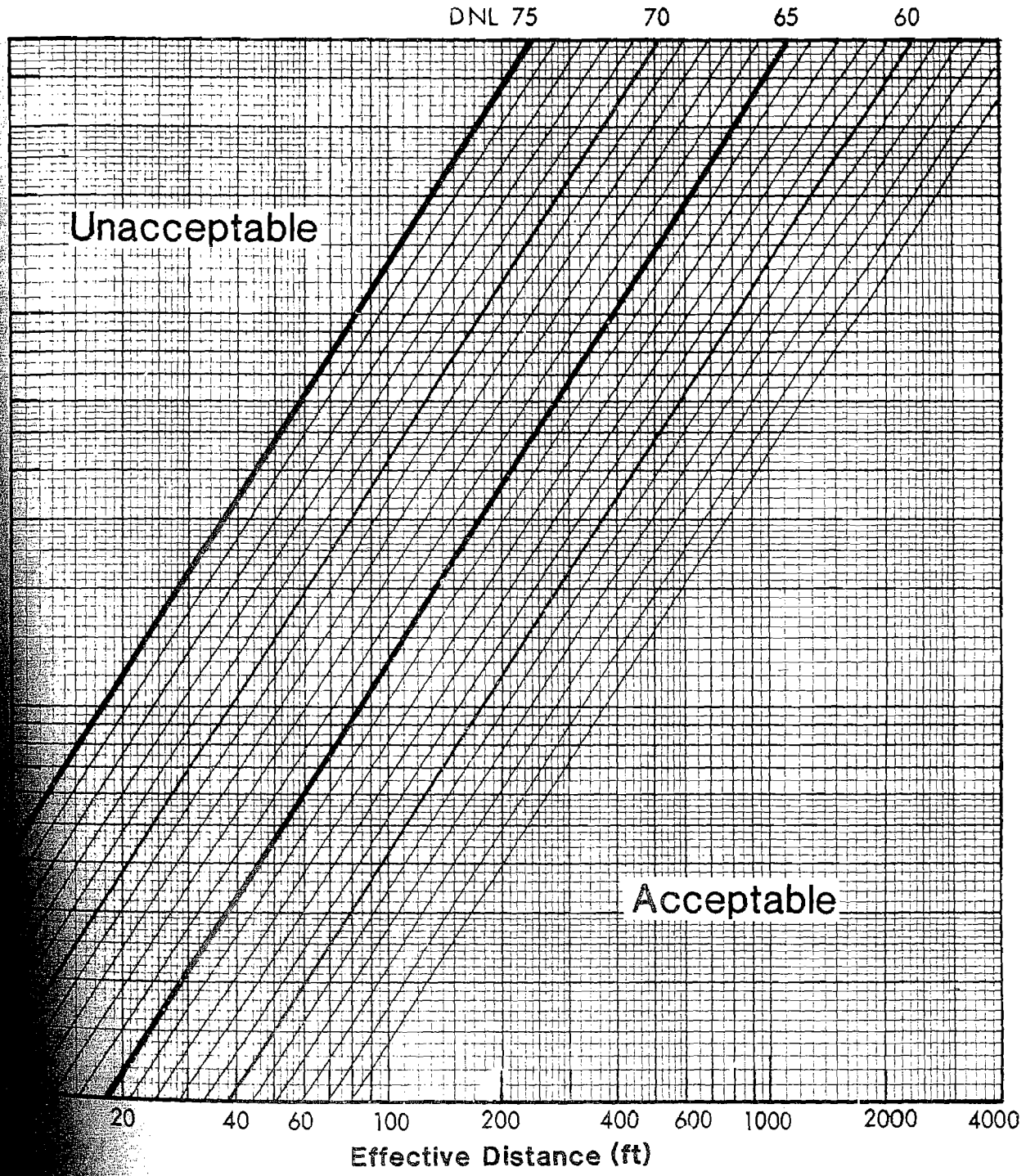

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Workchart 2
Heavy Trucks (55 mph)

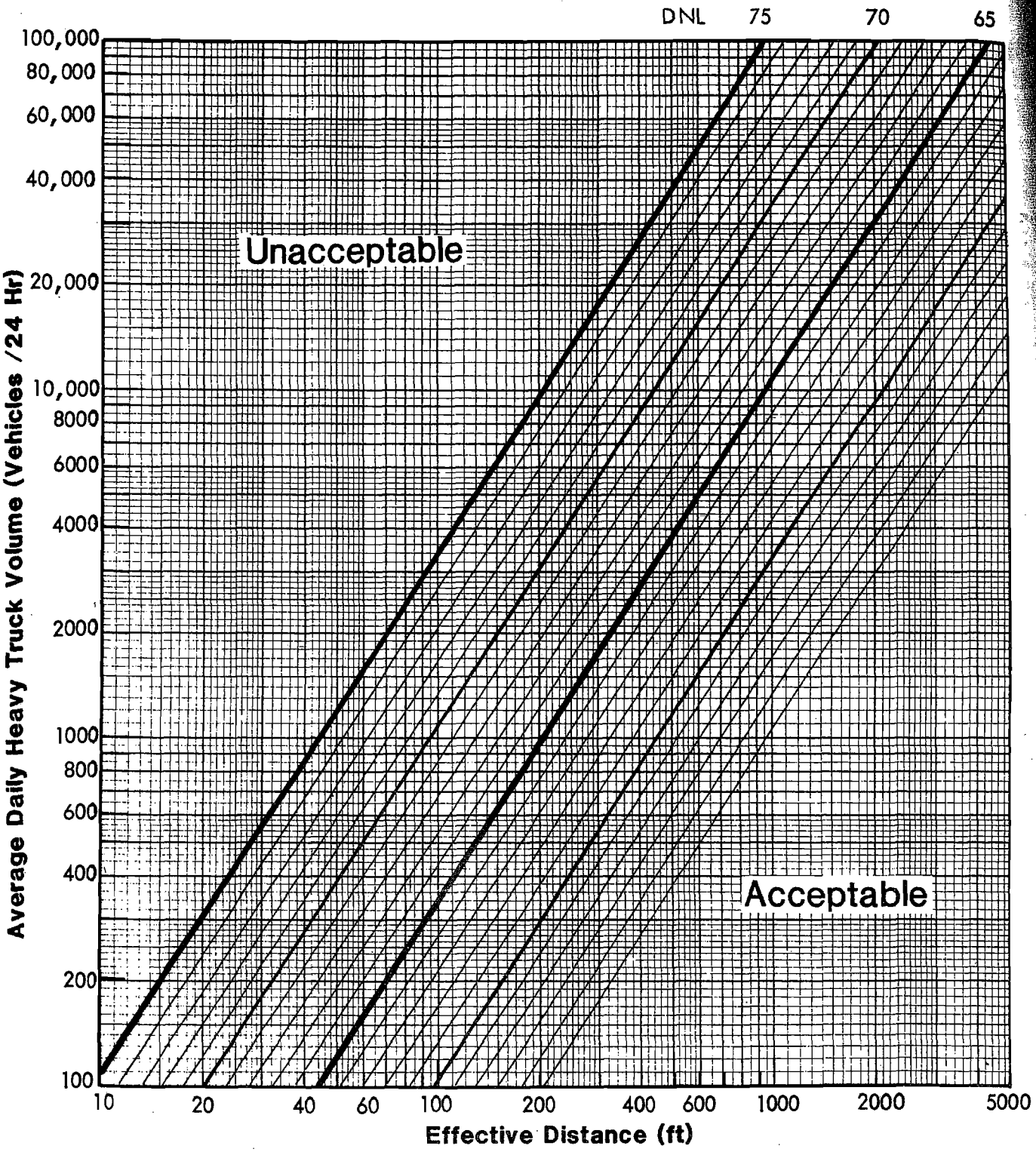

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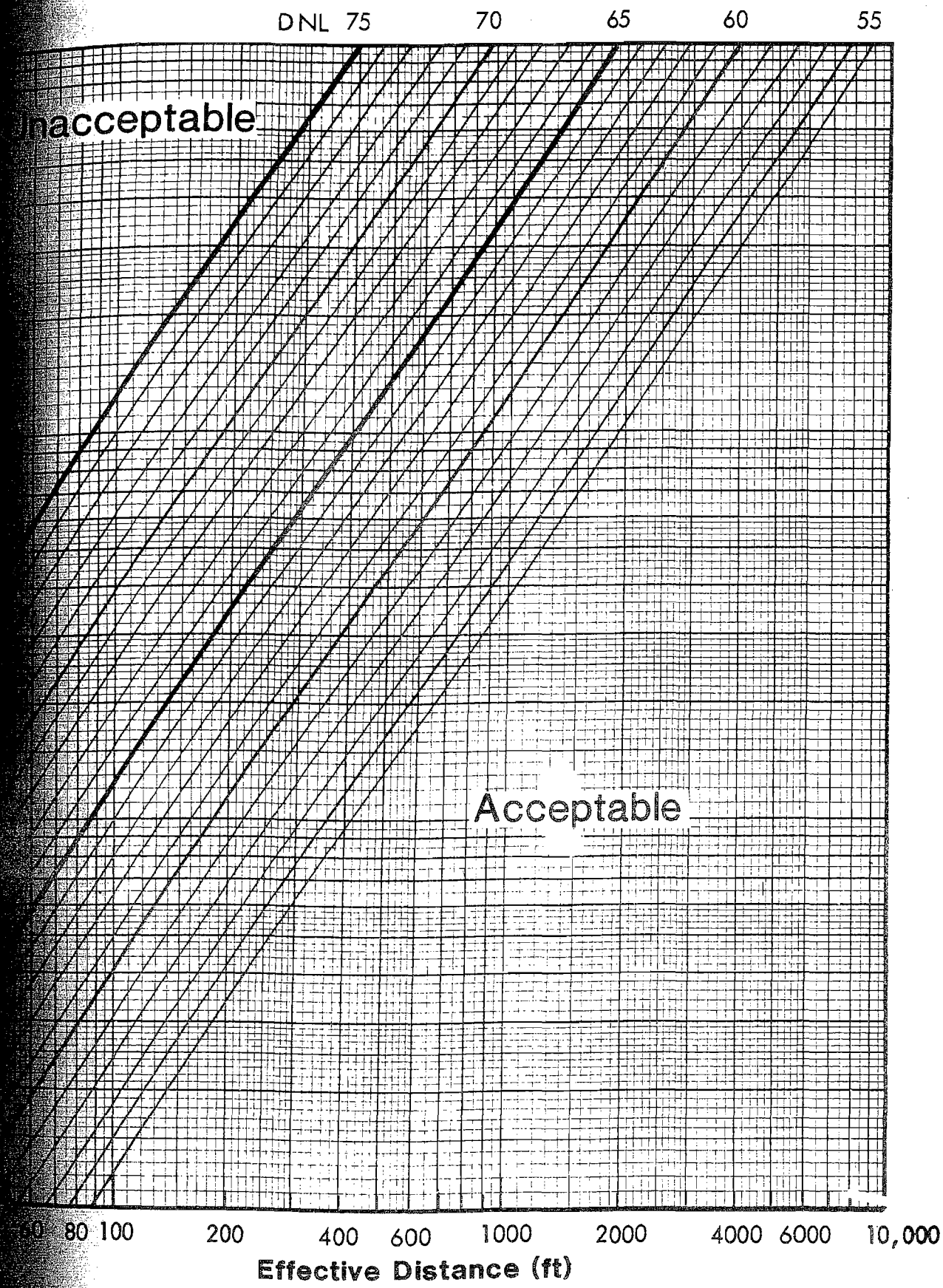

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Workchart 4
Railroads - Cars and Rapid Transit

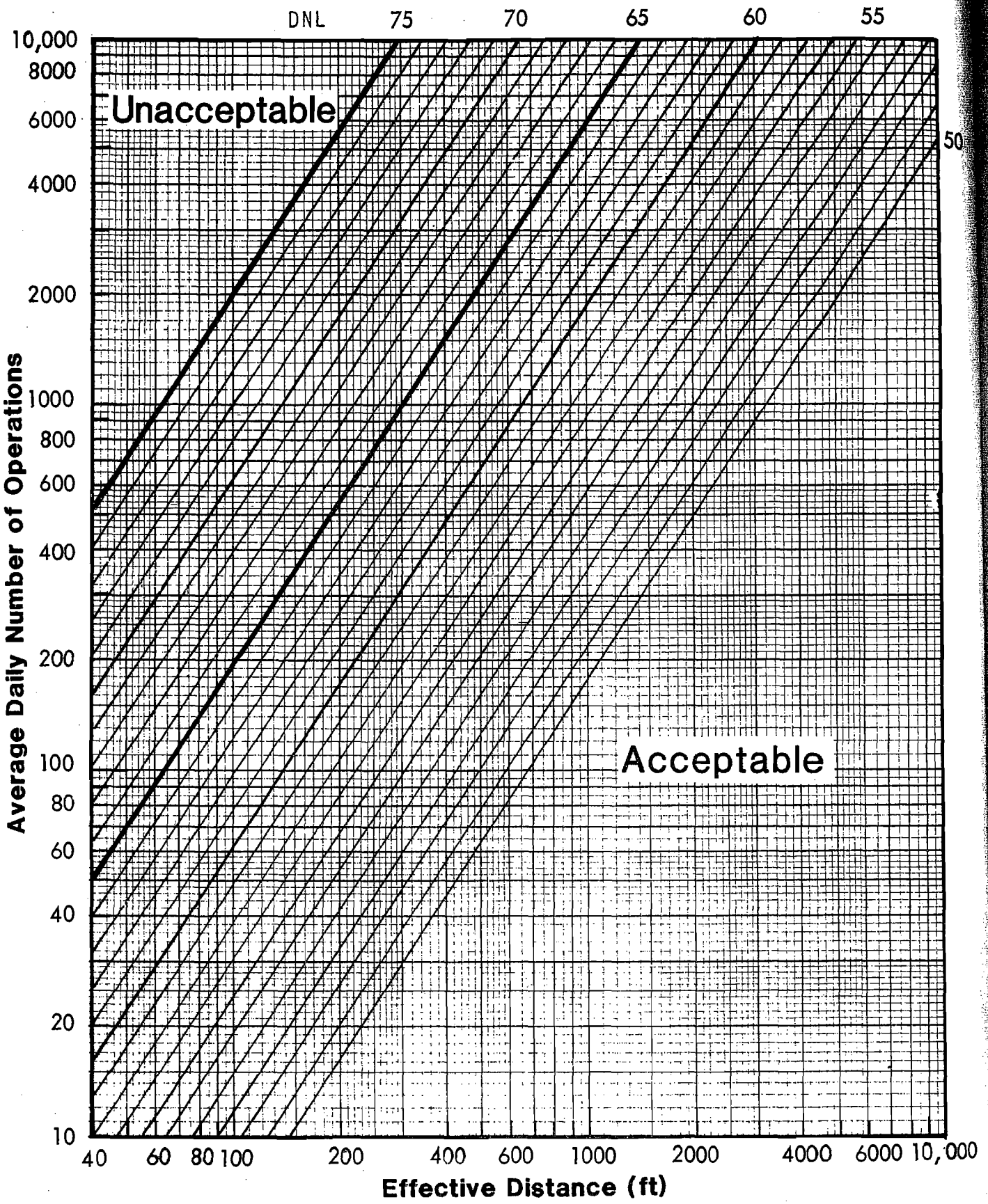

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Workchart 5
Noise Barrier

To find R, D and h from Site Elevations and Distances

Enter the values for:

H= _____ R'= _____

S= _____ D'= _____

O= _____

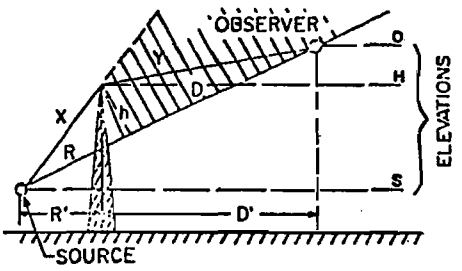

Fill out the following worksheet (all quantities are in feet):

Elevation of barrier top minus elevation of source	[H	]	−	[S	]	=	[1	]
Elevation of observer minus elevation of source	[O	]	−	[S	]	=	[2	]
Map distance between source and observer (R' + D')							[3	]
Map distance between barrier and source (R')							[4	]
Line 2 divided by line 3	[2	]	÷	[3	]	=	[5	]
Square the quantity on line 5 (i.e., multiply it by itself); always positive	[5	]	×	[5	]	=	[6	]
40% of line 6	[	0.4]	×	[6	]	=	[7	]
One minus line 7	[	1.0]	−	[7	]	=	[8	]
Line 5 times line 4 (will be negative if line 2 is negative)	[5	]	×	[4	]	=	[9	]
Line 1 minus line 9	[1	]	−	[9	]	=	[10	]
Line 10 times line 8	[10	]	×	[8	]	=	[11	] = h
Line 5 times line 10	[5	]	×	[10	]	=	[12	]
Line 4 divided by line 8	[4	]	÷	[8	]	=	[13	]
Line 13 plus line 12	[13	]	+	[12	]	=	[14	] = R
Line 3 minus line 4	[3	]	−	[4	]	=	[15	]
Line 15 divided by line 8	[15	]	÷	[8	]	=	[16	]
Line 16 minus line 12	[16	]	−	[12	]	=	[17	] = D

If the value on line 2 may be negative, in that case so will the values on lines 5,9, and 12; it may also be negative. Remember, then, in lines 10, 14, and 17, that adding a negative number is the same as subtracting: x+(-y)=x-y. And subtracting a negative number is like adding: x-(-y)=x+y.

Round off R and D to nearest integer, h to one decimal place.

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Workchart 6
Noise Barrier

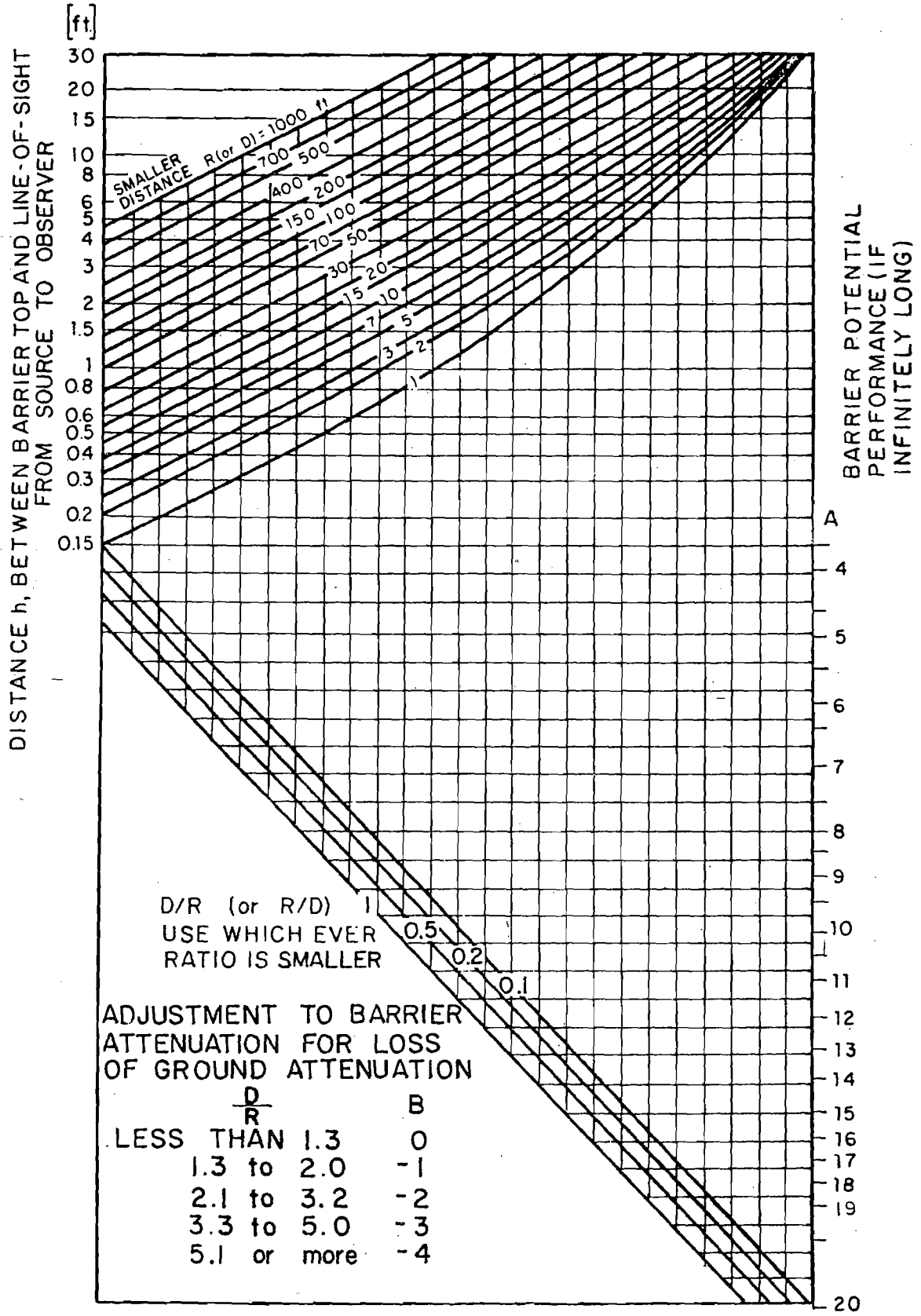

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Workchart 7

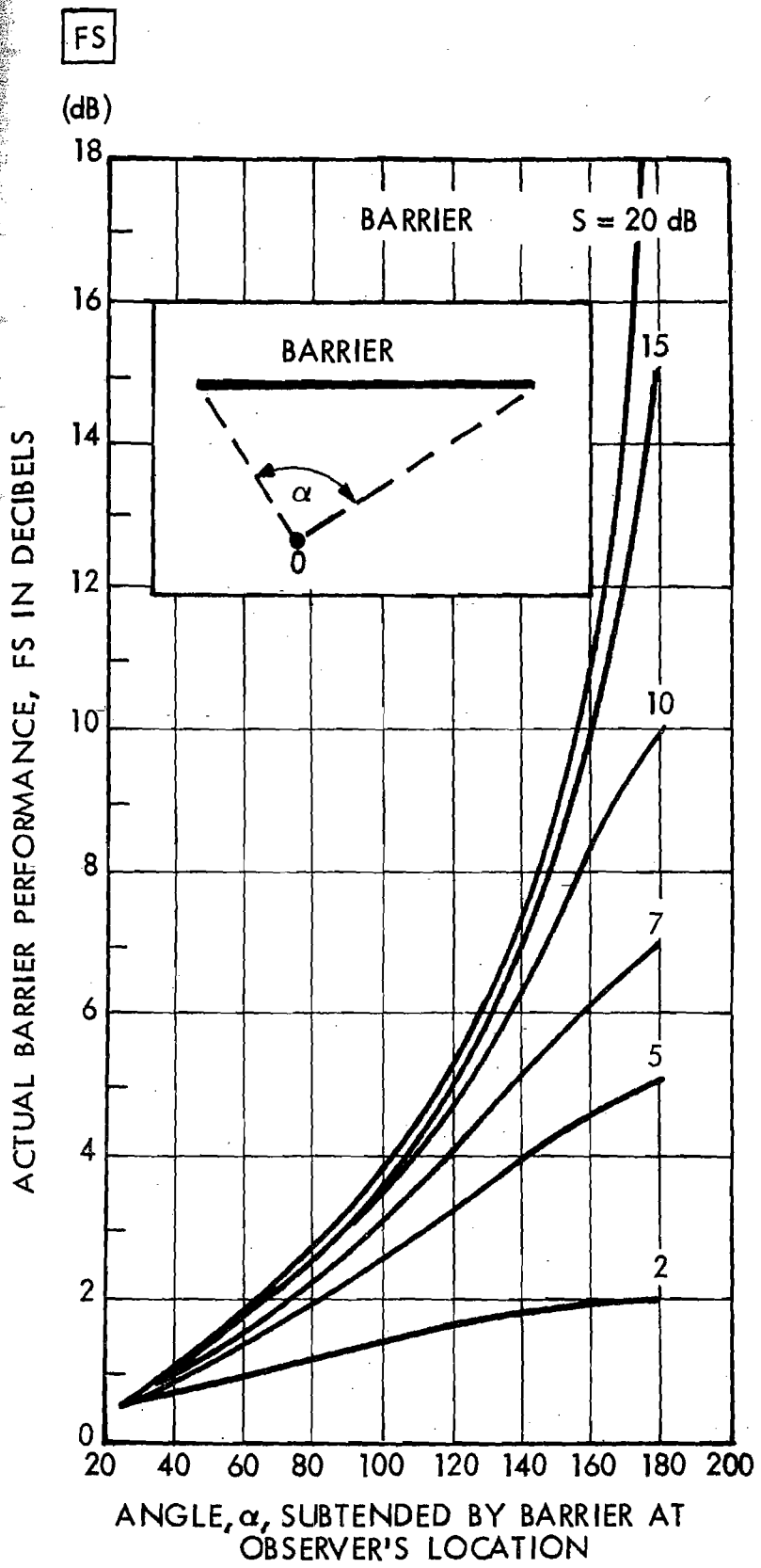

Correction to be applied to barrier potential in order to find the actual performance of the barrier of the same construction but of finite length.

MV00177687

Worksheet A
Site Evaluation

Site Location

Program

Project Name

Locality

File Number

Sponsor's Name | Phone

Street Address | City, State

	Acceptability Category	DNL	Predicted for Operations in Year
1. Roadway Noise			
2. Aircraft Noise			
3. Railway Noise			

Value of DNL for all noise sources: (see page 3 for combination procedure) _____

Final Site Evaluation (circle one)

Acceptable

Normally Unacceptable

Unacceptable

Signature _____ Date _____

Clip this worksheet to the top of a package containing Worksheets B-E and Workcharts 1-7 that are used in the site evaluations

MV00177688

List all airports within 15 miles of the site:

1. _____

2. _____

3. _____

Necessary Information:	Airport 1	Airport 2	Airport 3
1. Are DNL, NEF or CNR contours available? (yes/no)			
2. Any supersonic aircraft operations? (yes/no)			
3. Estimating approximate contours from Figure 3:			
a. number of nighttime jet operations			
b. number of daytime jet operations			
c. effective number of operations (10 times a + b)			
d. distance A for 65 dB			
70dB			
75 dB			
e. distance B for 65 dB			
70 dB			
75 dB			
4. Estimating DNL from Table 2:			
a. distance from 65 dB contour to flight path, D^1			
b. distance from NAL to flight path, D^2			
c. D^2 divided by D^1			
d. DNL			
5. Operations projected for what year?			
6. Total DNL from all airports			

Signed _____ Date _____

MV00177689

List all major roads within 1000 feet of the site:

1. _____

2. _____

3. _____

4. _____

Necessary information	**Road 1**	**Road 2**	**Road 3**	**Road 4**
1. Distance in feet from the NAL to the edge of the road				
a. nearest lane				
b. farthest lane				
c. average (effective distance)				
2. Distance to stop sign				
3. Road gradient in percent				
4. Average speed in mph				
a. Automobiles				
b. heavy trucks - uphill				
c. heavy trucks - downhill				
5. 24 hour average number of automobiles and medium trucks in both directions (ADT)				
a. automobiles				
b. medium trucks				
c. effective ADT (a + (10xb))				
6. 24 hour average number of heavy trucks				
a. uphill				
b. downhill				
c. total				
7. Fraction of nighttime traffic (10 p.m. to 7 a.m.)				
8. Traffic projected for what year?				

MV00177690

Adjustments for Automobile Traffic

	9 Stop and-go Table 3		10 Average Speed Table 4		11 Night-Time Table 5		12 Auto ADT (line 5c)		13 Adjusted Auto ADT		14 DNL (Workchart 1)		15 Barrier Attenuation		16 Partial DNL
Road No. 1	_____	X	_____	X	_____	X	_____	=	_____		_____	–	_____	=	_____
Road No. 2	_____	X	_____	X	_____	x	_____	=	_____		_____	–	_____	=	_____
Road No. 3	_____	X	_____	X	_____	X	_____	=	_____		_____	–	_____	=	_____
Road No. 4	_____	X	_____	X	_____	X	_____	=	_____		_____	–	_____	=	_____

Adjustments for Heavy Truck Traffic

	17 Gradient Table 6		18 Average Speed Table 7		19 Truck ADT / 2		20		21		22 Stop and-go Table 8		23 Night-Time Table 5		24 Adjusted Truck ADT		25 DNL (Work-chart 2)		26 Barrier Attn.		27 Partial DNL
Uphill	_____	X	_____	X	_____	=	_____														
Road No. 1									Add	_____	X	_____	X	_____	=	_____	_____	–	_____	=	_____
Downhill			_____	X	_____	=	_____														
Uphill	_____	X	_____	X	_____	=	_____														
Road No. 2									Add	_____	X	_____	X	_____	=	_____	_____	–	_____	=	_____
Downhill			_____	X	_____	=	_____														
Uphill	_____	X	_____	X	_____	=	_____														
Road No. 3									Add	_____	X	_____	X	_____	=	_____	_____	–	_____	=	_____
Downhill			_____	X	_____	=	_____														
Uphill	_____	X	_____	X	_____	=	_____														
Road No. 4									Add	_____	X	_____	X	_____	=	_____	_____	–	_____	=	_____
Downhill			_____	X	_____	=	_____														

Combined Automobile & Heavy Truck DNL

Road No. 1 _____ Road No. 2 _____ Road No. 3 _____ Road No. 4 _____ Total DNL for All Roads _____

Signature _____ Date _____

MV00177691

List All Railways within 3000 feet of the site:

1. _____

2. _____

3. _____

Necessary Information:	**Railway No. 1**	**Railway No. 2**	**Railway No. 3**
1. Distance in feet from the NAL to the railway track:	_____	_____	_____
2. Number of trains in 24 hours:			
a. *diesel*	_____	_____	_____
b. electrified	_____	_____	_____
3. Fraction of operations occuring at night (10 p.m. – 7 a.m.):	_____	_____	_____
4. Number of diesel locomotives per train:	_____	_____	_____
5. Number of rail cars per train:			
a. diesel trains	_____	_____	_____
b. electrified trains	_____	_____	_____
6. Average train speed:	_____	_____	_____
7. Is track welded or bolted?	_____	_____	_____
8. Are whistles or horns required for grade crossings?	_____	_____	_____

MV00177692

Adjustments for Diesel Locomotives

	9 No. of Locomotives / 2	10 Average Speed Table 9	11 Horns (enter 10)	12 Night-time Table 5	13 No. of Trains (line 2a)	14 Adj. No. of Opns.	15 DNL Workchart 3	16 Barrier Attn.	17 Partial DNL
Railway No. 1	_____ X	_____ X	_____ X	_____ X	_____ =	_____	_____ –	_____ =	_____
Railway No. 2	_____ X	_____ X	_____ X	_____ X	_____ =	_____	_____ –	_____ =	_____
Railway No. 3	_____ X	_____ X	_____ X	_____ X	_____ =	_____	_____ –	_____ =	_____

Adjustments for Railway Cars or Rapid Transit Trains

	18 Number of cars / 50	19 Average Speed Table 10	20 Bolted Rails (enter 4)	21 Night-time Table 5	22 No. of Trains (Line 2a or 2b)	23 Adj. No. of Opns.	24 DNL Work-chart 4	25 Barrier Attn.	26 Partial DNL
Railway No. 1	_____ X	_____ X	_____ X	_____ X	_____ =	_____	_____ –	_____ =	_____
Railway No. 2	_____ X	_____ X	_____ X	_____ X	_____ =	_____	_____ –	_____ =	_____
Railway No. 3	_____ X	_____ X	_____ X	_____ X	_____ =	_____	_____ –	_____ =	_____

Combined Locomotive and Railway Car DNL

Railway No. 1 _____ Railway No. 2 _____ Railway No. 3 _____ Total DNL for all Railways _____

Signature_____ Date_____

MV00177694

Chapter 6

A Workbook for the Noise Assessment Guidelines

Introduction

The following problems were prepared to give you the opportunity to practice the calculations and procedures described in the *Noise Assessment Guidelines*. Because it is so rarely used, we have not included any problems dealing with the aircraft noise procedure.

We have not reproduced the charts or tables from the *Guidelines* so you will need to have it at hand to do the problems.

Noise Assessment Guidelines Workbook

Problems

Problems 1 Through 7: Combining Sound Levels in Decibels

Calculate the Combined Sound Level for the Following Sets of Individual Levels:

1. 67 LDN
   61 LDN
   _____ Combined Level

2. 63 LDN
   63 LDN
   _____ Combined Level

3. 51 LDN
   68 LDN
   _____ Combined Level

4. 62 LDN
   65 LDN
   _____ Combined Level

5. 67 LDN
   72 LDN
   _____ Combined Level

6. 59 LDN
   63 LDN
   71 LDN
   _____ Combined Level

7. 73 LDN
   72 LDN
   61 LDN
   67 LDN
   _____ Combined Level

Problems 8 and 9: Calculating Effective Distance

Calculate the Effective Distances for the Following Roads:

8. Distance in Feet from NAL to:

Near Edge of Nearest Lane	22 Feet
Far Edge of Farthest Lane	76 Feet
Effective Distance	_____

9. Distance in Feet from NAL to:

Near Edge of Nearest Lane	60 Feet
Far Edge of Farthest Lane	84 Feet
Effective Distance	_____

Problems 10 Through 15: Adjustment Factors

List The Adjustment Factors Necessary for Each of the Following Situations and the Numerical Value for Each Adjustment Factor.

10. A Roadway Where the Road Gradient Is 1%, the Average Speed for Both Autos and Trucks Is 30 MPH and the Fraction of Nighttime Traffic is 10%.

    Adjustment Factors Needed: _____

    _____

    _____

    Value of Adjustment Factors: _____

    _____

    _____

11. A Roadway Where There Is A Stop Sign 400 Feet from the NAL. The Gradient Is 1%, the Average Speed for Autos Is 45 MPH (There Are No Trucks) and the Fraction of Nighttime Traffic Is 15%.

    Adjustment Factors Needed: _____

    _____

    _____

    Value of Adjustment Factors: _____

    _____

    _____

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12. A Roadway Where the Road Gradient Is 2%, the Average Speed for Autos Is 50 MPH and for Trucks (Both Uphill and Downhill) Is 50 MPH and the Fraction of Nighttime Traffic Is 10%.

Adjustment Factors Needed: _____

_____

_____

Value of Adjustment Factors: _____

_____

13. A Railroad Where the Fraction of Operations Occurring at Night Is 30%, the Average Train Speed Is 40 MPH, the Track Is Bolted and There Are No Whistle Or Horns Required for Grade Crossings.

Adjustment Factors Needed: _____

_____

_____

Value of Adjustment Factors: _____

_____

_____

14. A Railroad Where the Fraction of Operations Occurring at Night Is 5%, the Average Train Speed Is 10 MPH, the Tracks Are Welded and There Are No Whistles Or Horns Required for Grade Crossing.

Adjustment Factors Needed: _____

_____

_____

Value of Adjustment Factors: _____

_____

_____

15. A Railroad Where the Fraction of Operations Occurring at Night Is 20%, the Average Train Speed Is 30 MPH, the Track Is Bolted and No Whistles or Horns Are Required for Grade Crossings.

Adjustment Factors Needed: _____

_____

_____

Value of Adjustment Factors: _____

_____

_____

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Problems 16 Through 21: Some Basic Problems

Calculate the Combined Noise Levels for Each of the Following Situations:

16. A Roadway Where the distance in Feet from the NAL to the Near Edge of the Nearest Lane Is 310 Feet, the Distance to the Far Edge of the Farthest Lane Is 358 Feet. There Is A Stop Sign 400 Feet from the NAL. The Gradient Is 1%. The Average Number of Automobiles Is 17,000, the 24 Hour Average Number of Medium Trucks Is 1,500, the 24 Hour Average Number of Heavy Trucks Is 400 Total. The Fraction of Nighttime Traffic Is 20%.

    The Combined Noise Level for This Roadway Is _____.

17. A Site Exposed to Noise from Two Roads. For Roadway Number 1 the Distance in Feet from the NAL to the Near Edge of the Nearest Lane Is 125 Feet, the Distance to the Far Edge of the Farthest Lane Is 233 Feet. There Is A Stop Sign 250 Feet from the NAL. The Gradient Is 3%. The Average Speed for Both Autos and Trucks Is 30 MPH.

    The 24 Hour Average Number of Autos Is 22,000, the 24 Hour Average Number of Medium Trucks Is 2,000. The 24 Hour Average Number of Heavy Trucks Is 950 Total. The Fraction of Nighttime Traffic Is 10%.

    For Roadway Number 2, the Distance to the Near Edge of the Nearest Lane Is 45 Feet, the Distance to the Far Edge of the Farthest Lane Is 93 Feet. There Is A Stop Sign 100 Feet from the NAL and the Gradient Is 1%. The Average Speed for Both Autos and Heavy Trucks Is 30 MPH. The 24 Hour Average Number of Automobiles Is 14,000, for Medium Trucks 700, and for Heavy Trucks 600 Total. The Fraction of Nighttime Traffic Is 20%.

    The Combined Noise Level for This Site Is _____

18. A Site Exposed to Noise from Two Railroads. For Railroad 1, the Distance in Feet from the NAL to the Railway Track Is 150 Feet. There Are 35 Diesel Trains Every 24 Hours, No Electrified Trains. The Fraction of Operations Occurring at Night Is 25%. There Are 3 Diesel Locomotives Per Train and 70 Cars Per Train. The Average Speed Is 30 MPH and the Track Is Bolted. No Whistles Or Horns Are Used.

    For Railroad 2, the Distance in Feet from the NAL to the Railway Track Is 310 Feet. There Are 20 Diesel and 2 Electrified Trains Each 24 Hours. The Fraction of Operations Occurring at Night Is 15%. There Are 2 Locomotives Per Diesel Train and 45 Cars for Each Diesel Train and 15 Cars Per Electrified Train. The Average Train Speed Is 40 MPH and the Track Is Bolted. No Horns Or Whistles Are Used.

    The Combined Noise Level for This Site Is _____.

19. A Site Exposed to Noise from Two Railroads. For Railroad 1, the Distance in Feet from the NAL to the Railway Track Is 75 Feet. There Are 34 Diesel Trains Every 24 Hours, No Electrified Trains. Twenty Percent of the Operations Occur at Night. There Are 5 Locomotives Per Train and 75 Cars Per Train. The Average Train Speed Is 35 MPH and the Track Is Welded. No Horns Or Whistles.

    For Railway 2, the Distance in Feet from the NAL to the Railway Track Is 120 Feet. There Are 12 Diesel Trains in 24 Hours, No Electrified Trains. Twenty-Five Percent of the Operations Occur at Night. There Are 4 Locomotives Per Train and 40 Cars Per Train. The Average Train Speed Is 20 MPH and the Track Is Bolted. No Horns Or Whistles Are Used.

    The Combined Noise Level for This Site Is _____

20. A Site Exposed to Noise from Three Roads. For Road 1, the Distance in Feet from the NAL to the Near Edge of the Nearest Lane Is 100 Feet, to the Far Edge of the Farthest Lane, 208 Feet. There Is No Stop Sign and the Gradient Is 1%. The Average Speed for Autos Is 55 MPH. (There Are No Trucks Allowed On This Road.) The 24 Hour Average Number of Autos Is 40,000. The Fraction of Nighttime Traffic Is 15%.

    For Road 2, the Distance from the NAL to the Near Edge of the Nearest Lane Is 45 Feet, to the Far Edge of the Farthest Lane 75 Feet. There Is A Stop Sign 175 Feet from the NAL and the Road Gradient Is 4%. The average Speed for Both Autos and Trucks Is 40 MPH. The 24 Hour Average Number of Autos Is 15,000, for Medium Trucks 900 and for Heavy Trucks 320 Total. The Fraction of Nighttime Traffic Is 20%.

    For Road 3, the Distance from the NAL to the Near Edge of the Nearest Lane Is 52 Feet, to the Far Edge of the Farthest Lane 92 Feet. There Is A Stop Sign 400 Feet from the NAL and the Gradient Is 1%. The Average Speed for Both Autos and Trucks Is 25 MPH. The 24 Hour Average Number of Autos Is 5,000, for Medium Trucks 1,050 and for Heavy Trucks 175 Total. The Fraction of Nighttime Traffic Is 20%.

    The Combined Noise Level for This Site Is _____.

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21. A Site Exposed to Noise from A Railroad. The Distance from the NAL to the Railroad Is 110 Feet. There Are 30 Diesel Trains Every 24 Hours, No Electrified Trains. Twenty Percent of the Operations Occur at Night. There Are 3 Locomotives Per Train and 50 Cars Per Train. The Average Train Speed Is 30 MPH, the Track Is Bolted and There Is A Grade Crossing Where Horns and Whistles Are Used 100 Feet from the NAL.

The Combined Noise Level at This Site Is _____.

Problems 22 Through 24: Barriers - Identifying the Values for H, R, R′, D and D′

Identify the Values for H, R, R′, D and D′ for Each of the Following Barriers:

22.

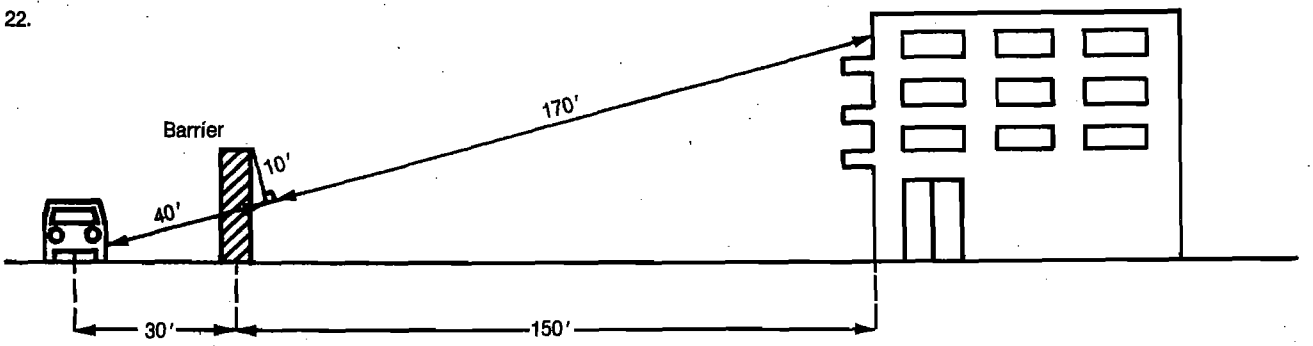

H = _____, R = _____, R′ = _____ D = _____ and D′ = _____

23.

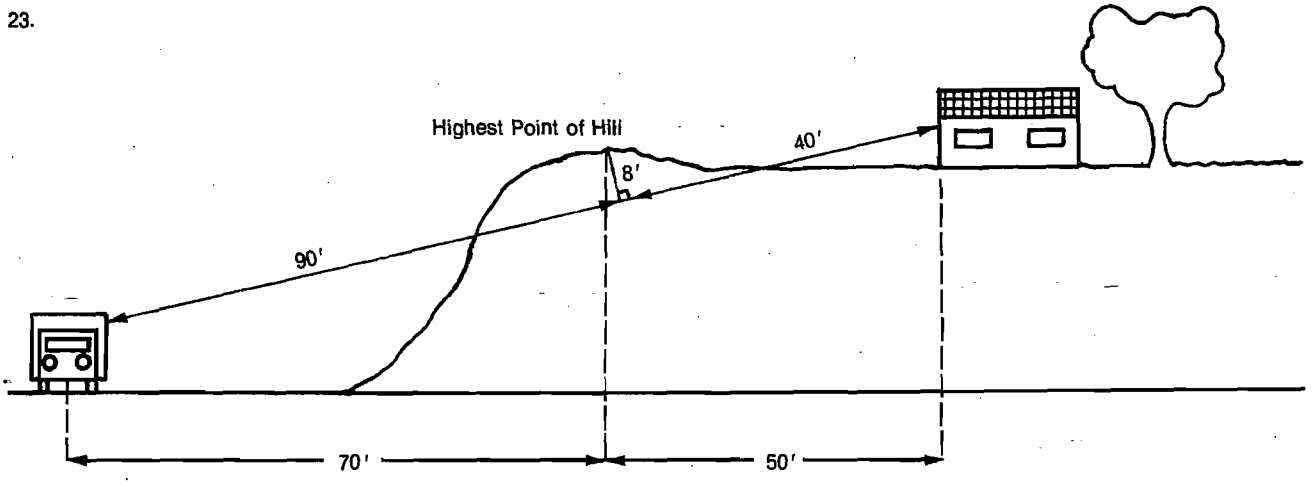

H = _____, R = _____, R′ = _____, D = _____ and D′ = _____

Barrier	40′	10′	170′	90′	70′
Highest Point of Hill	30′	150′		8′ 40′	50′

24.

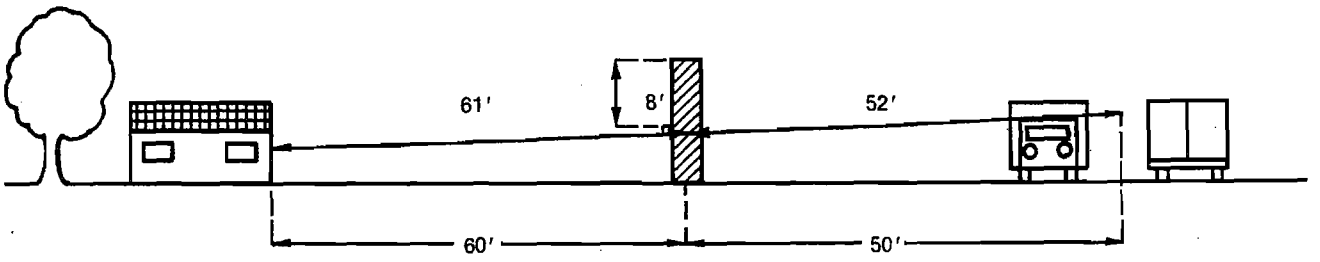

H = _____, R = _____, R′ _____, D = _____ and D′ _____

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Problems 25 Through 27: Barrier Calculations Using Workcharts 6 and 7.

Using Workcharts 6 and 7 Only, Calculate the Noise Attenuation Provided by the Barriers Illustrated in Problems 22 Through 24. Additional Data on the Angles Subtended by the Ends of the Barriers and the NAL for Each Location Is Provided.

25. Calculate the Noise Attenuation Provided by the Barrier Described in Problem 22. The Angle Subtended by the Ends of the Barrier and the NAL Is 150 Degrees.

    The Noise Attenuation Provided Is _____ Decibels.

26. Calculate the Noise Attenuation Provided by the Barrier Described in Problem 23. The Angle Subtended by the Ends of the Barrier and the NAL Is 90 Degrees.

    The Noise Attenuation Provided Is _____ Decibels.

27. Calculate the Noise Attenuation Provided by the Barrier Described in Problem 24. The Angle Subtended by the Ends of the Barrier and the NAL Is 130 Degrees.

    The Noise Attenuation Provided Is _____ Decibels.

Problems 28 Through 30: Barrier Calculations Using Workcharts 5, 6 and 7

Calculate the Attenuation Provided By the Barriers in the Following Situations. Use Workcharts 5, 6 and 7.

28. A Two Story Building Is Exposed to Noise Levels of 68 LDN from Automobiles. The Barrier Is 15 Feet High and Is Located 40 Feet from the Source and 20 Feet from the Building. The Source, Barrier, and Building Are All On Level Ground. The Angle Subtended by the Ends of the Barrier and the Noise Assessment Location Is 110 Degrees.

    The Noise Attenuation Provided by This Barrier Is _____ Decibels.

    Is This Sufficient? _____

29. A Three Story Building Is Exposed to A Noise Level of 72 LDN from Diesel Locomotives and 60 LDN from Railroad Cars. The Barrier Is 12 Feet High and Is Located 40 Feet from the Source and 85 Feet from the Building. The Barrier and the Building Are on the Same Level, But the Track Is Depressed 25 Feet. The Angle Subtended by the Ends Of the Barrier and the NAL Is 120 Degrees.

    The Noise Attenuation Provided by This Barrier Is _____ Decibels.

    Is This Sufficient? _____

30. A Three Story Building Is Exposed to Noise Levels of 67 LDN from Automobiles and 71 LDN from Trucks. The Barrier Is 16 Feet High and Is Located 36 Feet from the Source and 56 Feet from the Building. The Source, the Barrier and the Building Are All At the Same Level. The Angle Subtended by the Barrier Ends and the NAL Is 130 Degrees.

    The Noise Attenuation Provided by This Barrier Is _____ Decibels.

    Is This Sufficient? _____

MV00177699

Noise Assessment Guidelines Workbook
Answers

Problem

1. 68 LDN (67-61 = 6, Add 1dB (From Table) to 67 = 68 LDN)
2. 66 LDN (63-63 = 0, Add 3dB (From Table) to 63 = 66 LDN)
3. 69 LDN (69-51 = 0, Add 0dB to 69 = 69 LDN)
4. 67 LDN (65-62 = 3, Add 1.8dB to 65, Round Off to Nearest Whole Number, 66.8 = 67 LDN)
5. 73 LDN (72-65 = 5, Add 1.2 = 73.2 = 73 LDN)
6. 72 LDN (63-59 = 4, Add 1.5 = 64.5, 71-64.5 = 6.5
Interpolate From Table: 6 = 1.0, 7 = .8
6.5 = .9) 71 + .9 = 71.9 = 72 LDN)

7. 76 LDN (67-61 = 6, Add 1.0 = 68, 72-68 = 4, Add 1.5 = 73.5, 73.5-73 = .5, Interpolate From Table, Add 2.75 = 76.25 = 76 LDN)

8. 49 Feet (76 + 22 = 98 − 2 = 49)
9. 72 Feet (84 + 60 = 144 − 2 = 72)

10. Adjustment Factors Needed: Speed and Night-Time Percentage

    Value of Factors: Speed = Autos .30
    Trucks .81
    Nighttime
    Percentage .81

    Note—You Must Have Different Speed Adjustments for Autos and Trucks.

11. Adjustment Factors Needed: Speed and Stop and Go Traffic
    Value of Factors: Speed .67
    Stop and Go .70

12. Adjustment Factors Needed: Gradient, Speed and Nighttime Percentage

    Value of Factors: Gradient 1.4
    Speed = Autos .30
    Trucks .81
    Nighttime
    Percentage .81

13. Adjustment Factors Needed: Nighttime Percentage, Speed, Bolted Track

    Value of Factors: Nighttime
    Percentage 1.57
    Speed = Engines .75
    Cars 1.78
    Bolted Track 4

    Note—You Must Have Different Speed Adjustments for Engines and Cars.

14. Adjustment Factors Needed: Nighttime Percentage and Speed

    Value of Factors: Nighttime
    Percentage .62
    Speed = Engines 3.0
    Cars .11

15. Adjustment Factors Needed: Nighttime Percentage and Bolted Track

    Value of Factors: Nighttime
    Percentage 1.19
    Bolted Track 4

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16. Combined Noise Level = 62 LDN (If Your Answer Is Plus or Minus 1dB Its OK - Between Rounding Off and the Large Scale on the Nomographs, That's Close Enough)

Worksheet C
Roadway Noise — **Page 1** — **Noise Assessment Guidelines**

List all major roads within 1000 ft of the site:

1. _____
2. _____
3. _____
4. _____

Necessary Information	Road 1	Road 2	Road 3	Road 4
1. Distance in feet from the NAL to the edge of the road				
a. nearest lane	310			
b. furthest lane	358			
c. average (effective distance)	334			
2. Distance to stop sign	400			
3. Road gradient in percent	1%			
4. Average speed in mph				
a. Automobiles	40			
b. heavy trucks - uphill	40			
c. heavy trucks - downhill	40			
5. 24 hour average number of automobiles and medium trucks in both directions (ADT)				
a. automobiles	17000			
b. medium trucks	1500			
c. effective ADT (a + (10xb))	32000			
6. 24 hour average number of heavy trucks				
a. uphill	200			
b. downhill	200			
c. total	400			
7. Fraction of nighttime traffic (10:00 p.m. to 7:a.m.)	20%			
8. Traffic projected for what year?	—			

Worksheet C
Roadway Noise — **Page 2** — **Noise Assessment Guidelines**

Adjustments for Automobile Traffic

	9 Stop and-go Table 3	10 Average Speed Table 4	11 Night-Time Table 5	12 Auto ADT (line 5c)	13 Adjusted Auto ADT	14 DNL (Workchart 1)	15 Barrier Attenuation	16 Partial DNL
Road No. 1	.70	.53	1.19	32000	.14128	57	0	57
Road No. 2								
Road No. 3								
Road No. 4								

Adjustments for Heavy Truck Traffic

	17 Gradient Table 6	18 Average Speed Table 7	19 Truck ADT 2	20	21	22 Stop and-go Table 8	23 Night-Time Table 5	24 Adjusted Truck ADT	25 DNL (Work chart 2)	26 Barrier Atn.	27 Partial DNL
Road No. 1 Uphill	—	.81	200	162							
Road No. 1					Add	324	1.8	1.19	694	60	0	60
Road No. 1 Downhill		.81	200	162							
Road No. 2 Uphill											
Road No. 2					Add						
Road No. 2 Downhill											
Road No. 3 Uphill											
Road No. 3					Add						
Road No. 3 Downhill											
Road No. 4 Uphill											
Road No. 4					Add						
Road No. 4 Downhill											

Combined Automobile & Heavy Truck DNL

Road No. 1 62 Road No. 2 _____ Road No. 3 _____ Road No. 4 _____ Total DNL for All Roads 62

Signature _____ Date _____

Workchart 1
Autos (55 mph)

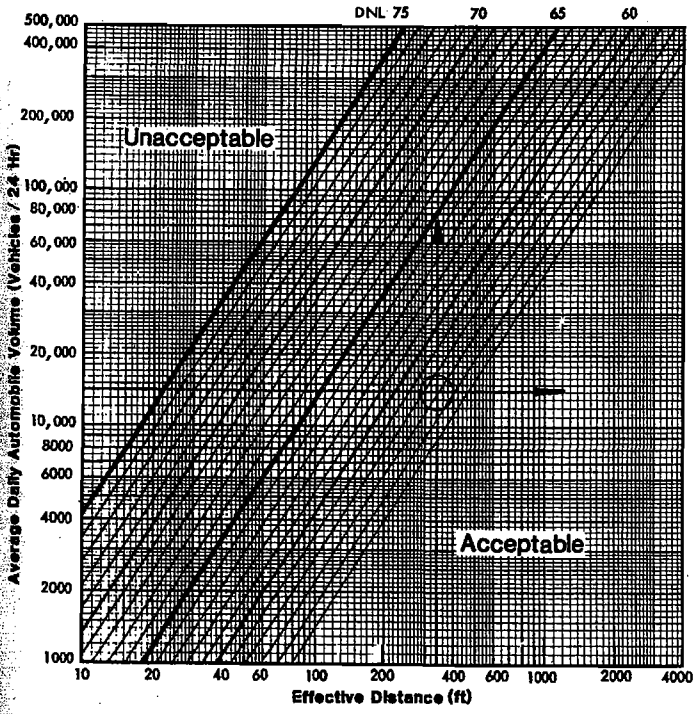

Workchart 2
Heavy Trucks (55 mph)

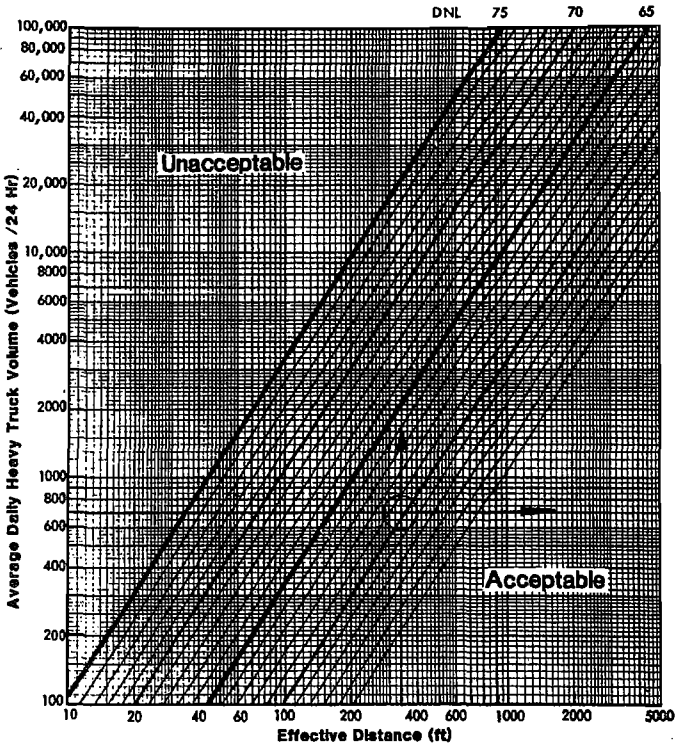

MV00177701

17. Combined Noise Level = 74 LDN (+ OR – 1 dB)

Worksheet C
Roadway Noise

Page 1

Noise Assessment Guidelines

List all major roads within 1000 ft of the site:

1. _____
2. _____
3. _____
4. _____

Necessary Information	Road 1	Road 2	Road 3	Road 4
1. Distance in feet from the NAL to the edge of the road				
a. nearest lane	125	45		
b. farthest lane	233	93		
c. average (effective distance)	179	69		
2. Distance to stop sign	250	100		
3. Road gradient in percent	3%	1%		
4. Average speed in mph				
a. Automobiles	30	30		
b. heavy trucks - uphill	30	30		
c. heavy trucks - downhill	30	30		
5. 24 hour average number of automobiles and medium trucks in both directions (ADT)				
a. automobiles	22000	14000		
b. medium trucks	2000	700		
c. effective ADT (a + (10xb))	42000	21000		
6. 24 hour average number of heavy trucks				
a. uphill	475	300		
b. downhill	475	300		
c. total	950	600		
7. Fraction of nighttime traffic (10:00 p.m. to 7:a.m.)	10%	20%		
8. Traffic projected for what year?	–	–		

Worksheet C
Roadway Noise

Page 2

Noise Assessment Guidelines

Adjustments for Automobile Traffic

	9 Stop and-go Table 3	10 Average Speed Table 4	11 Night-Time Table 5	12 Auto ADT (line 5c)	13 Adjusted Auto ADT	14 DNL (Workchart 1)	15 Barrier Attenuation	16 Partial DNL
Road No. 1	.48	x .30	x .81	x 42000	= 4899	57	– 0	= 57
Road No. 2	.25	x .30	x 1.19	x 21000	= 1874	59	– 0	= 59
Road No. 3		x	x	x	=		–	=
Road No. 4		x	x	x	=		–	=

Adjustments for Heavy Truck Traffic

	17 Gradient Table 8	18 Average Speed Table 7	19 Truck ADT (line 6)	20	21	22 Stop and-go Table 9	23 Night-Time Table 5	24 Adjusted Truck ADT	25 DNL (Work chart 2)	26 Barrier Atn.	27 Partial DNL
Road No. 1 Uphill	1.7	x .81	x 475	= 654							
Road No. 1					Add 1039	x 1.8	x .81	= 1515	68	– 0	= 68
Road No. 1 Downhill	.81	x 475	= 385								
Road No. 2 Uphill	–	x .81	x 300	= 243							
Road No. 2					Add 486	x 1.8	x 1.19	= 1041	72	– 0	= 72
Road No. 2 Downhill	.81	x 300	= 243								
Road No. 3 Uphill	x	x	=								
Road No. 3					Add	x	x	=		–	=
Road No. 3 Downhill	x	x	=								
Road No. 4 Uphill	x	x	=								
Road No. 4					Add	x	x	=		–	=
Road No. 4 Downhill	x	x	=								

Combined Automobile & Heavy Truck DNL

Road No. 1 68 Road No. 2 72 Road No. 3 _____ Road No. 4 _____ Total DNL for All Roads 74

Signature _____ Date _____

Workchart 1
Autos (55 mph)

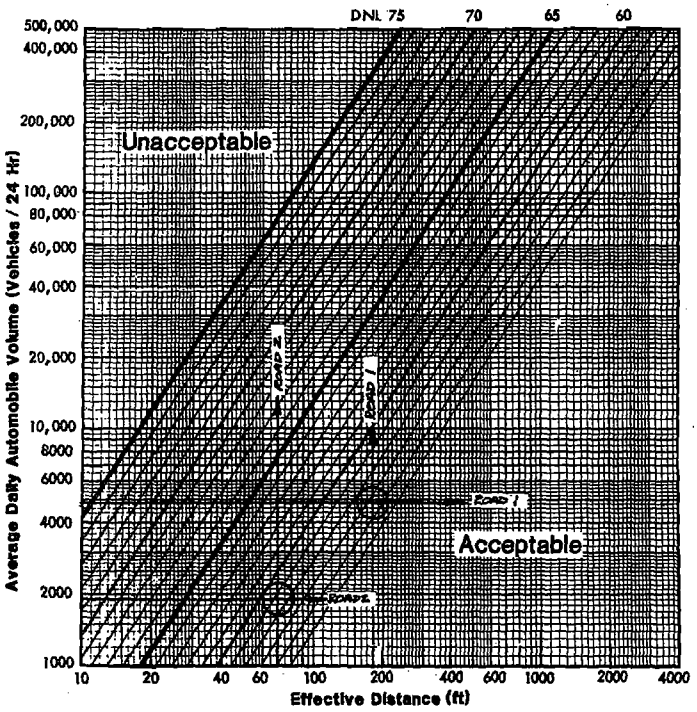

Workchart 2
Heavy Trucks (55 mph)

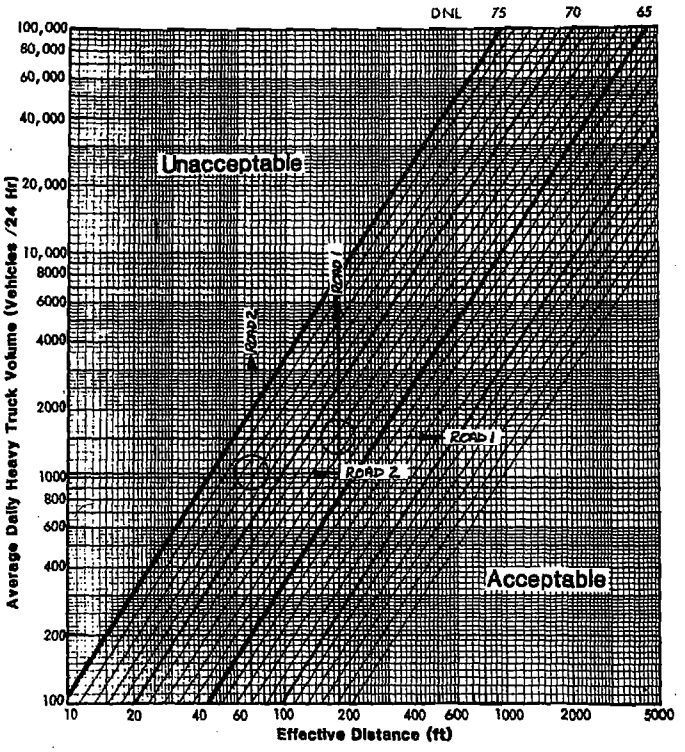

MV00177702

18. Combined Noise Level = 71 LDN

Note—In Order to Complete Column 18 for Railway #2 You Must Find the Average Number of Cars Per Train. Multiply the Number of Diesel Trains Times the Number of Cars Per Train (20 × 45 = 900). Multiply the Number of Electrified Trains Times the Number of Cars Per Train (2 × 15 = 30). Add the Two Totals Together and Divide By the Total Number of Trains (900 + 30 = 930 – 22 = 42).

Worksheet D
Railway Noise

Page 2

Noise Assessment Guidelines

Adjustments for Diesel Locomotives

	9 No. of Locomotives / 2	10 Average Speed Table 9	11 Horns (enter 10)	12 Night-time Table 5	13 No. of Trains (line 2a)	14 Adj. No. of Opns.	15 DNL Workchart 3	16 Barrier Attn.	17 Partial DNL
Railway No. 1	1.5	1.0	–	1.38	35	72	70	0	72
Railway No. 2	1	.75	–	1.0	20	15	58	0	58
Railway No. 3									

Adjustments for Railway Cars or Rapid Transit Trains

	18 Number of cars / 50	19 Average Speed Table 10	20 Bolted Rails (enter 4)	21 Night-time Table 5	22 No. of Trains (Line 2a or 2b)	23 Adj. No. of Opns.	24 DNL Work-chart 4	25 Barrier Attn.	26 Partial DNL
Railway No. 1	1.4	1.0	4	1.38	35	270	64	0	64
Railway No. 2	.84	1.78	4	1.38	22	182	57	0	57
Railway No. 3									

Combined Locomotive and Railway Car DNL

Railway No. 1 71 Railway No. 2 61 Railway No. 3 71 Total DNL for all Railways

Signature _____ Date _____

19. Combined Noise Level = 76 LDN

Worksheet D
Railway Noise

Page 2

Noise Assessment Guidelines

Adjustments for Diesel Locomotives

	9 No. of Locomotives / 2	10 Average Speed Table 9	11 Horns (enter 10)	12 Night-time Table 5	13 No. of Trains (line 2a)	14 Adj. No. of Opns.	15 DNL Workchart 3	16 Barrier Attn.	17 Partial DNL
Railway No. 1	2.5	.88	–	1.19	34	89	75	0	75
Railway No. 2	2	1.50	–	1.38	12	50	70	0	70
Railway No. 3									

Adjustments for Railway Cars or Rapid Transit Trains

	18 Number of cars / 50	19 Average Speed Table 10	20 Bolted Rails (enter 4)	21 Night-time Table 5	22 No. of Trains (Line 2a or 2b)	23 Adj. No. of Opns.	24 DNL Work-chart 4	25 Barrier Attn.	26 Partial DNL
Railway No. 1	1.5	1.39	–	1.19	34	84	63	0	63
Railway No. 2	.80	.44	4	1.38	12	23	55	0	55
Railway No. 3									

Combined Locomotive and Railway Car DNL

Railway No. 1 75 Railway No. 2 70 Railway No. 3 _____ Total DNL for all Railways 76

Signature _____ Date _____

MV00177703

20. Combined Noise Level = 75 LDN

Worksheet C
Roadway Noise

Page 1

Noise Assessment Guidelines

List all major roads within 1000 ft of the site:

1. _____
2. _____
3. _____
4. _____

Necessary Information	Road 1	Road 2	Road 3	Road 4
1. Distance in feet from the NAL to the edge of the road				
a. nearest lane	100	45	52	
b. farthest lane	208	75	92	
c. average (effective distance)	154	60	72	
2. Distance to stop sign	–	175	400	
3. Road gradient in percent	1%	4%	1%	
4. Average speed in mph				
a. Automobiles	55	40	25	
b. heavy trucks - uphill	55	40	25	
c. heavy trucks - downhill	55	40	25	
5. 24 hour average number of automobiles and medium trucks in both directions (ADT)				
a. automobiles	40000	15000	5000	
b. medium trucks	–	900	1050	
c. effective ADT (a + (10xb))	40000	24000	15500	
6. 24 hour average number of heavy trucks				
a. uphill	–	160	87	
b. downhill	–	160	88	
c. total	–	320	175	
7. Fraction of nighttime traffic (10:00 p.m. to 7:a.m.)	15%	20%	20%	
8. Traffic projected for what year?	–	–	–	

Worksheet C
Roadway Noise

Page 2

Noise Assessment Guidelines

Adjustments for Automobile Traffic

	9 Stop and-go Table 3	10 Average Speed Table 4	11 Night-Time Table 5	12 Auto ADT (line 5c)	13 Adjusted Auto ADT	14 DNL (Workchart 1)	15 Barrier Attenuation	16 Partial DNL
Road No. 1	0	x 1.0	x 1.0	x 40000	= 40000	67	- 0	= 67
Road No. 2	.36	x .53	x 1.19	x 24000	= 5450	65	- 0	= 65
Road No. 3	.70	x .21	x 1.19	x 15500	= 2711	60	- 0	= 60
Road No. 4		x	x	x	=		-	=

Adjustments for Heavy Truck Traffic

	17 Gradient Table 8	18 Average Speed Table 7	19 Truck ADT 2	20	21	22 Stop and-go Table 6	23 Night-Time Table 5	24 Adjusted Truck ADT	25 DNL (Work chart 2)	26 Barrier Atn.	27 Partial DNL
Road No. 1 Uphill	–	x –	x –	= –							
Road No. 1					Add –	x –	x –	= –	–	–	= –
Road No. 1 Downhill		–	x –	= –							
Road No. 2 Uphill	2.0	x .81	x 160	= 259							
Road No. 2					Add 389	x 1.8	x 1.19	= 833	72	- 0	= 72
Road No. 2 Downhill		.81	x 160	= 130							
Road No. 3 Uphill	1.0	x .81	x 87	= 70							
Road No. 3					Add 141	x 1.8	x 1.19	= 303	67	- 0	= 67
Road No. 3 Downhill		.81	x 88	= 71							
Road No. 4 Uphill		x	x	=							
Road No. 4					Add	x	x	=			=
Road No. 4 Downhill			x	=							

Combined Automobile & Heavy Truck DNL

Road No. 1 67 Road No. 2 73 Road No. 3 68 Road No. 4 _____ Total DNL for All Roads 75

Signature _____ Date _____

MV00177704

21. Combined Noise Level = 81 LDN

To Solve This Problem You Must Add Some More Lines to the Workchart for Engines Because the Workchart as Set up Does Not Go High Enough. There Are A Variety of Ways to Do This But One of the Easiest Is to Take A Piece of Blank Paper (A 3 x 5 Card Does Very Well) Place the Edge of the Paper Along Either the Top Or Bottom Edge of the Workchart and Mark Where the LDN Lines Fall Along the Edge of the Blank Paper. Then Once You Have Drawn Your Distance and Operations Lines on the Work Chart, You Take Your Paper with the Line Markings and Lay It along the Line for Adjusted Operations with the Mark Farthest to the Right Lined up with the 75 LDN Line. Now Just Count over until You Reach the Intersection of the Operations and Distance Lines.

Worksheet D
Railway Noise

Page 2

Noise Assessment Guidelines

Adjustments for Diesel Locomotives

	9 No. of Locomotives / 2	10 Average Speed Table 9	11 Horns (enter 10)	12 Night-time Table 5	13 No. of Trains (line 2a)	14 Adj. No. of Opns.	15 DNL Workchart 3	16 Barrier Atn.	17 Partial DNL
Railway No. 1	1.5	1.0	10	1.19	30	535	81	0	81
Railway No. 2									
Railway No. 3									

Adjustments for Railway Cars or Rapid Transit Trains

	18 Number of cars / 60	19 Average Speed Table 10	20 Bolted Rails (enter 4)	21 Night-time Table 5	22 No. of Trains (Line 2a or 2b)	23 Adj. No. of Opns.	24 DNL Work-chart 4	25 Barrier Atn.	26 Partial DNL
Railway No. 1	1.0	1.0	4	1.19	30	143	63	0	63
Railway No. 2									
Railway No. 3									

Combined Locomotive and Railway Car DNL

Railway No. 1 81 Railway No. 2 _____ Railway No. 3 _____ Total DNL for all Railways 81

Signature _____ Date _____

Workchart 3
Railroads - Diesel Locomotives

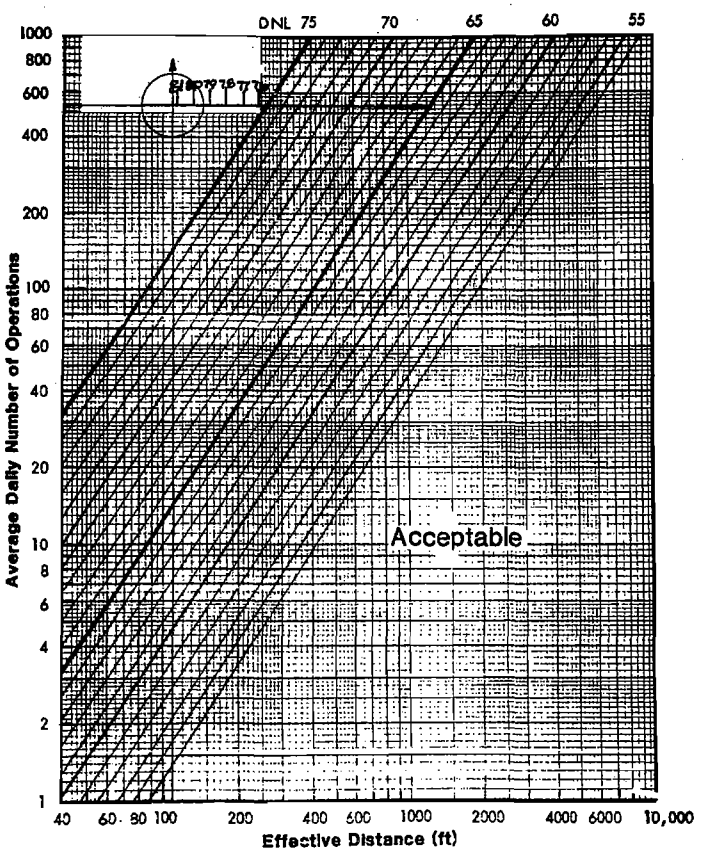

Workchart 4
Railroads - Cars and Rapid Transit

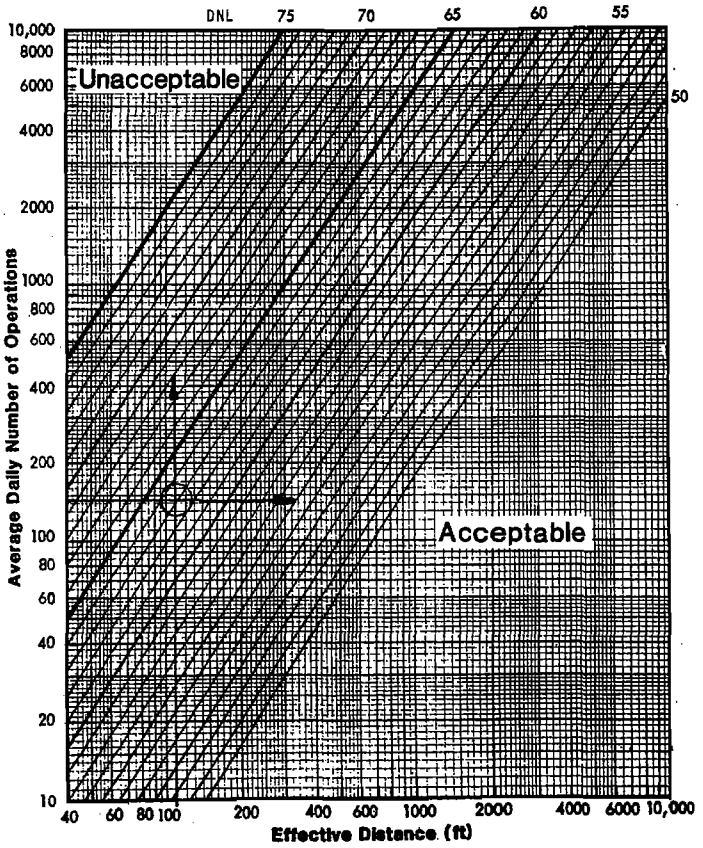

MV00177705

22. H = 10 Feet, R = 40 Feet, R′ = 30 Feet, D = 170 Feet, D′ = 150 Feet

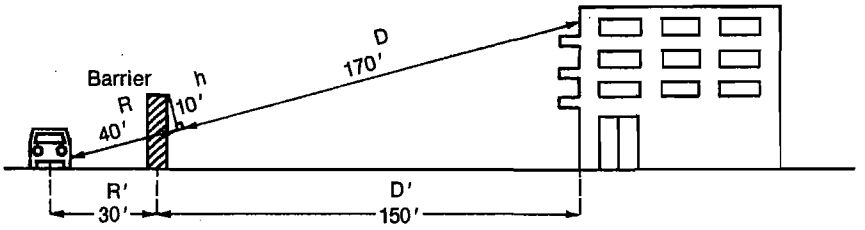

23. H = 8 Feet, R = 90 Feet, R′ = 70 Feet, D = 40 Feet, D′ = 50 Feet

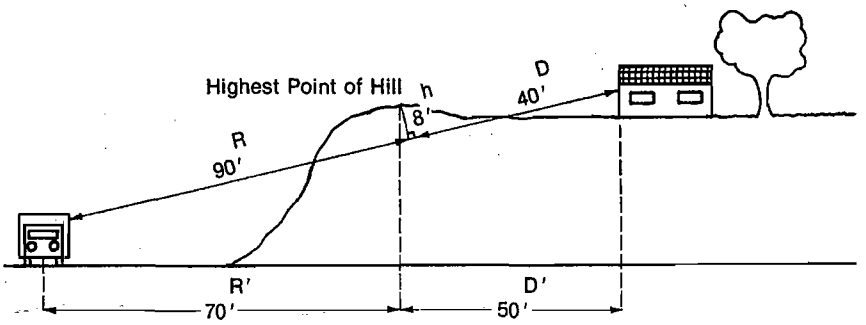

Note—The Line of Sight Line Starts Above the Road Level Because of the Trucks.

24. H = 8 Feet, R = 52 Feet, R′ = 50 Feet, D = 61 Feet, D′ = 60 Feet

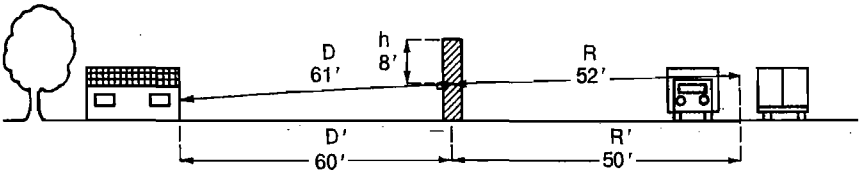

MV00177706

25. The Noise Attenuation Provided Is 7 Decibels

Workchart 6
Noise Barrier

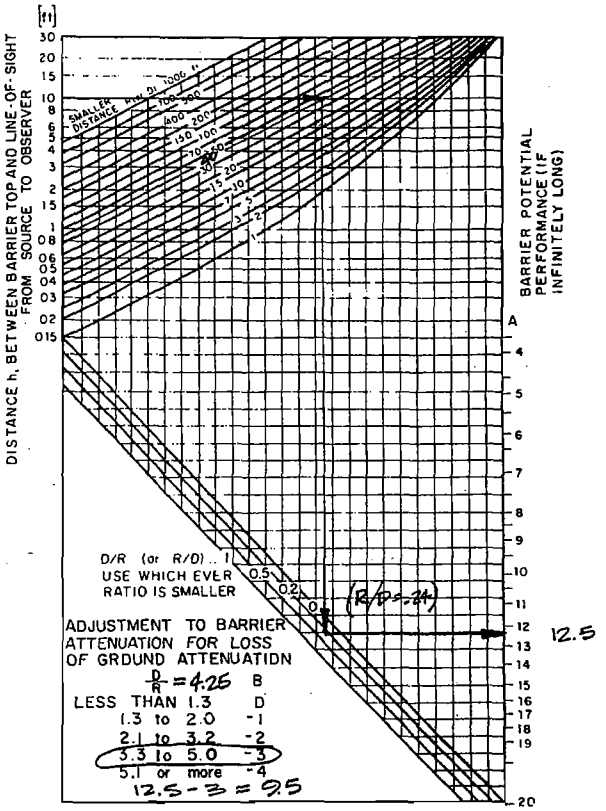

Workchart 7

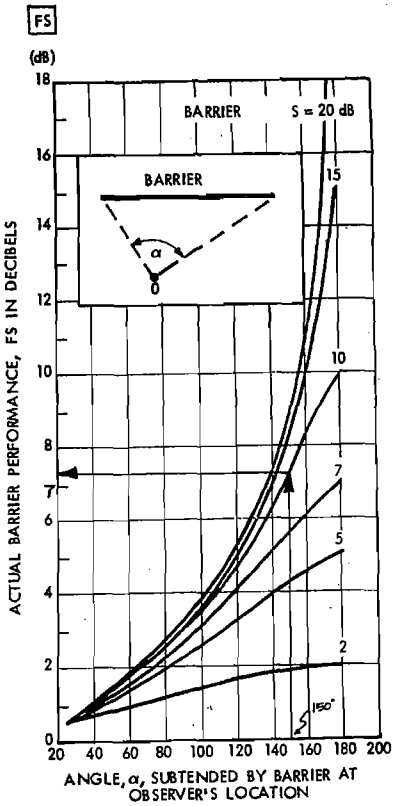

Correction to be applied to barrier potential in order to find the actual performance of the barrier of the same construction but of finite length.

MV00177707

26. The Noise Attenuation Provided Is 3 Decibels

Note—When the Curves ARe So Close Together Don't Worry About Extrapolating. In This Case You Couldn't Anyway, the 15 dB and 10 dB Curves Have Merged.

Workchart 6
Noise Barrier

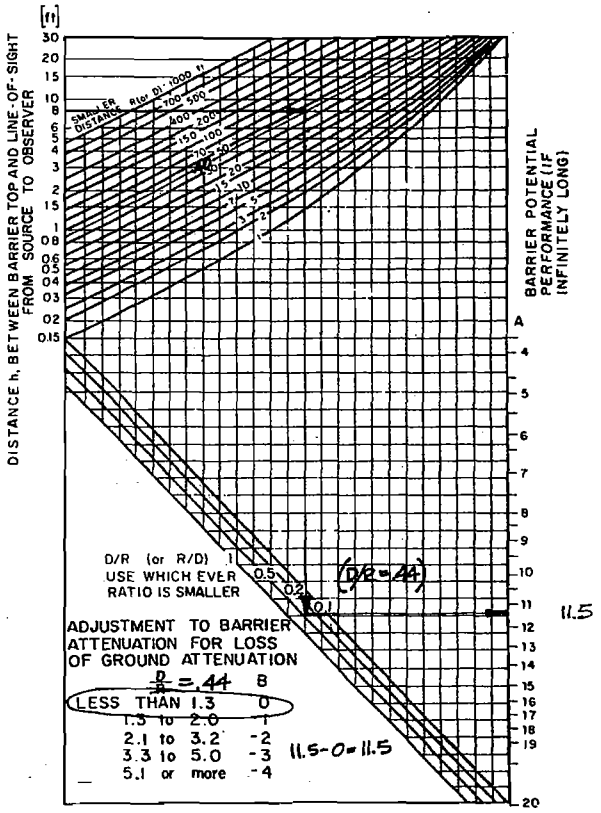

Workchart 7

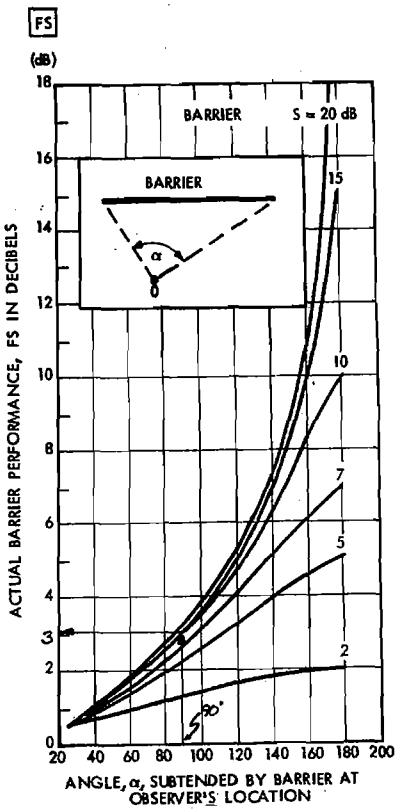

Correction to be applied to barrier potential in order to find the actual performance of the barrier of the same construction but of finite length.

MV00177708

27. The Noise Attenuation Provided Is 6 Decibels (5.5 Rounded Up)

Note—Again You Have Problems With Extrapolating—Don't Worry About Being Too Precise.

Workchart 6
Noise Barrier

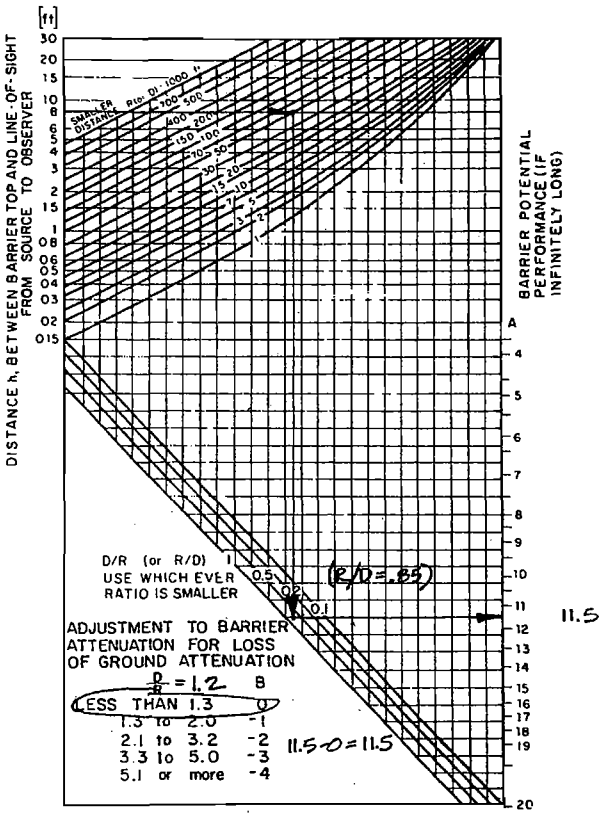

Workchart 7

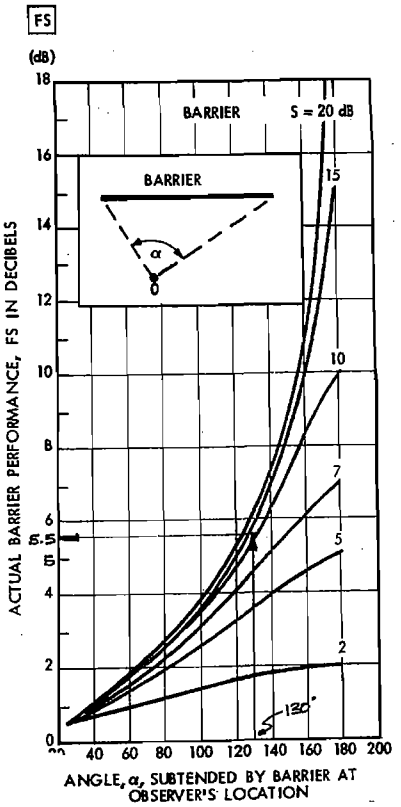

Correction to be applied to barrier potential in order to find the actual performance of the barrier of the same construction but of finite length.

MV00177709

28. The Noise Attenuation Provided by This Barrier Is 4 dB. This Is Sufficient

Note—Don't Forget That the Height of the observor Is 5′ Less Than the Total Height of the Building and the Height of the Building Is 10 Feet Times the Number of Stories. And Did You Remember to Make the Adjustment for Ground Attenuation Loss.

Workchart 5
Noise Barrier

To find R, D and h from Site Elevations and Distances

Fill out the following worksheet (all quantities are in feet):

Enter the values for:

H= 15 R′= 40

S= 0 D′= 20

O= 15

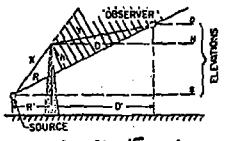

1. *Elevation of barrier top minus elevation of source*	[H 15] − [S 0]	= [1 15]		
2. Elevation of observer minus elevation of source	[O 15] − [S 0]	= [2 15]		
3. Map distance between source and observer (R′ + D′)		[3 60]		
4. Map distance between barrier and source (R′)		[4 40]		
5. Line 2 divided by line 3	[2 15] ÷ [3 60]	= [5 .25]		
6. Square the quantity on line 5 (i.e., multiply it by itself); always positive	[5 .25] × [5 .25]	= [6 .0625]		
7. 40% of line 6	[0.4] × [6 .0625]	= [7 .025]		
8. *One minus line 7*	[1.0] − [7 .025]	= [8 .975]		
9. Line 5 times line 4 (will be negative if line 2 is negative)	[5 .25] × [4 40]	= [9 10]		
10. *Line 1 minus line 9*	[1 15] − [9 10]	= [10 5]		
11. Line 10 times line 8	[10 5] × [8 .975]	= [11 4.9]	= h	
12. Line 5 times line 10	[5 .25] × [10 5]	= [12 1.25]		
13. Line 4 divided by line 6	[4 40] ÷ [8 .975]	= [13 41]		
14. Line 13 plus line 12	[13 41] + [12 1.25]	= [14 42]	= R	
15. Line 3 minus line 4	[3 60] − [4 40]	= [15 20]		
16. Line 15 divided by line 8	[15 20] ÷ [8 .975]	= [16 20.5]		
17. *Line 16 minus line 12*	[16 20.5] − [12 1.25]	= [17 19]	= D	

[**Note:** the value on line 2 may be negative, in which case so will the values on lines 5,9, and 12; line 1 may also be negative. Remember, then, in lines 10, 14, and 17, that adding a negative number is the same as subtracting: x + (−y) = x−y. And subtracting a negative number is like adding: X−(−y) = x+y.)

Round off R and D to nearest integer, h to one decimal place.

Workchart 6
Noise Barrier

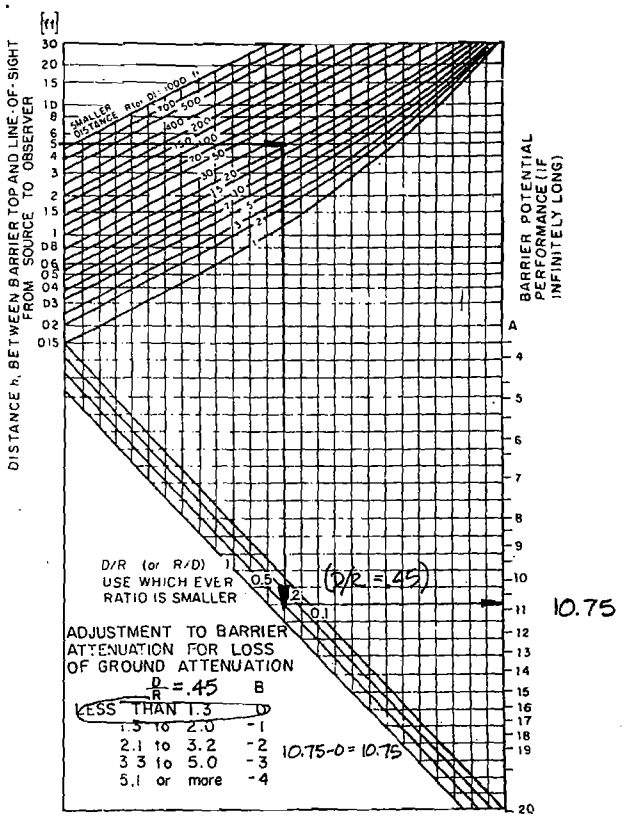

Workchart 7

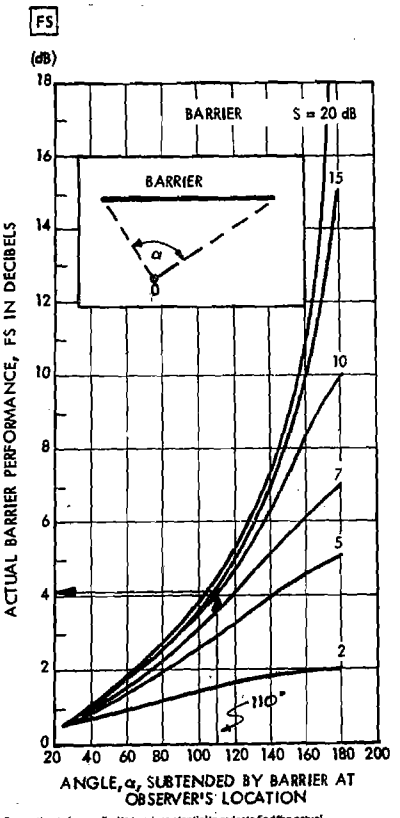

Correction to be applied to barrier potential in order to find the actual performance of the barrier of the same construction but of finite length.

MV00177710

29. The Noise Attenuation Provided by This Barrier Is Approximately 5 dB for Both the Engines and the Railroad Cars.

This Is Not Sufficient.

Note—You Were Supposed to Calculate Attenuation for Diesel Engines and Cars Separately Because the Source Heights Are Different. The Value of S for the Engines Should Have Been −10 and the Value of S for the Railroad Cars Should Have Been −25.

Workchart 5
Noise Barrier

To find R, D and h from Site Elevations and Distances

Fill out the following worksheet (all quantities are in feet):

Enter the values for:

H= 12 R'= 40

S= −10 D'= 85

O= 25

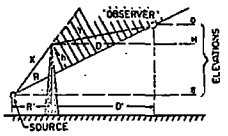

1. Elevation of barrier top minus elevation of source	[H 12] − [S −10]	= [1 22]		
2. Elevation of observer minus elevation of source	[O 25] − [S −10]	= [2 35]		
3. Map distance between source and observer (R' + D')		[3 125]		
4. Map distance between barrier and source (R')		[4 40]		
5. Line 2 divided by line 3	[2 35] ÷ [3 125]	= [5 .28]		
6. Square the quantity on line 5 (i.e., multiply it by itself); always positive	[5 .28] × [5 .28]	= [6 .08]		
7. 40% of line 6	[0.4] × [6 .08]	= [7 .03]		
8. One minus line 7	[1.0] − [7 .03]	= [8 .97]		
9. Line 5 times line 4 (will be negative if line 2 is negative)	[5 .28] × [4 40]	= [9 11.2]		
10. Line 1 minus line 9	[1 22] − [9 11.2]	= [10 10.8]		
11. Line 10 times line 8	[10 10.8] × [8 .97]	= [11 10.5]	= h	
12. Line 5 times line 10	[5 .28] × [10 10.8]	= [12 3]		
13. Line 4 divided by line 8	[4 40] ÷ [8 .97]	= [13 41]		
14. Line 13 plus line 12	[13 41] + [12 3]	= [14 44]	= R	
15. Line 3 minus line 4	[3 125] − [4 40]	= [15 85]		
16. Line 15 divided by line 8	[15 85] ÷ [8 .97]	= [16 88]		
17. Line 16 minus line 12	[16 88] − [12 3]	= [17 85]	= D	

[Note: the value on line 2 may be negative, in which case so will the values on lines 5,9, and 12; line 1 may also be negative. Remember, then, in lines 18, 14, and 17, that adding a negative number is the same as subtracting: x + (−y) = x−y. And subtracting a negative number is like adding: X−(−y) = x+y.]

Round off R and D to nearest integer, h to one decimal place.

Workchart 6
Noise Barrier

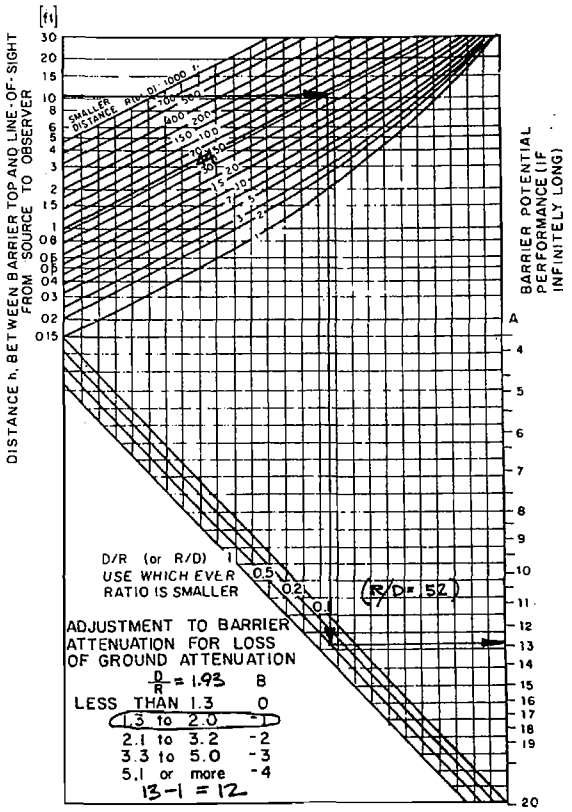

Workchart 7

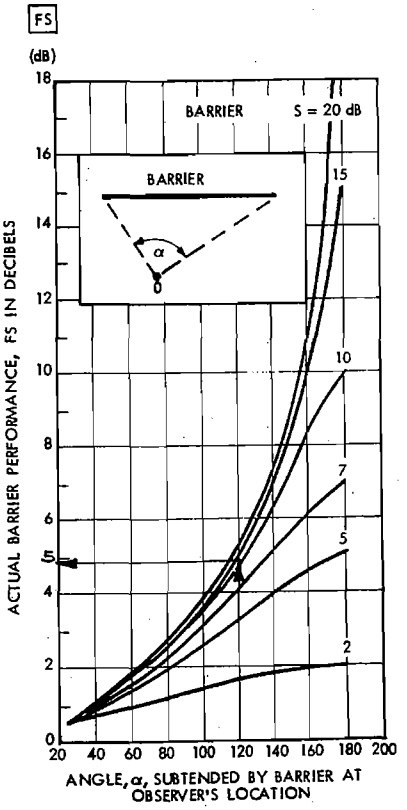

Correction to be applied to barrier potential in order to find the actual performance of the barrier of the same construction but of finite length.

MV00177711

Workchart 5
Noise Barrier
To find R, D and h from Site Elevations and Distances.

Enter the values for:

H= 12 R'= 40

S= -25 D'= 85

O= 25

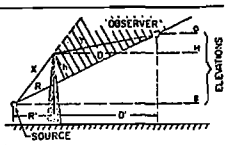

Fill out the following worksheet (all quantities are in feet):

1. Elevation of barrier top minus elevation of source	[H 12]	− [S −25]	= [1 37]	
2. Elevation of observer minus elevation of source	[O 25]	− [S −25]	= [2 50]	
3. Map distance between source and observer (R' + D')			[3 125]	
4. Map distance between barrier and source (R')			[4 40]	
5. Line 2 divided by line 3	[2 50]	÷ [3 125]	= [5 .4]	
6. Square the quantity on line 5 (i.e., multiply it by itself): always positive	[5 .4]	× [5 .4]	= [6 .16]	
7. 40% of line 6	[0.4]	× [6 .16]	= [7 .06]	
8. One minus line 7	[1.0]	− [7 .06]	= [8 .94]	
9. Line 5 times line 4 (will be negative if line 2 is negative)	[5 .4]	× [4 40]	= [9 16]	
10. Line 1 minus line 9	[1 37]	− [9 16]	= [10 21]	
11. Line 10 times line 8	[10 21]	× [8 .94]	= [11 19.7]	= h
12. Line 5 times line 10	[5 .4]	× [10 21]	= [12 8.4]	
13. Line 4 divided by line 8	[4 40]	÷ [8 .94]	= [13 42.6]	
14. Line 13 plus line 12	[13 42.6]	+ [12 8.4]	= [14 51]	= R
15. Line 3 minus line 4	[3 125]	− [4 40]	= [15 85]	
16. Line 15 divided by line 8	[15 85]	÷ [8 .94]	= [16 90.4]	
17. Line 16 minus line 12	[16 90.4]	− [12 8.4]	= [17 82]	= D

[Note: the value on line 2 may be negative, in which case so will the values on lines 5,9, and 12; line 1 may also be negative. Remember, then, in lines 10, 14, and 17, that adding a negative number is the same as subtracting: x + (-y) = x-y. And subtracting a negative number is like adding: X-(-y) = x+y.]

Round off R and D to nearest integer, h to one decimal place.

Workchart 6
Noise Barrier

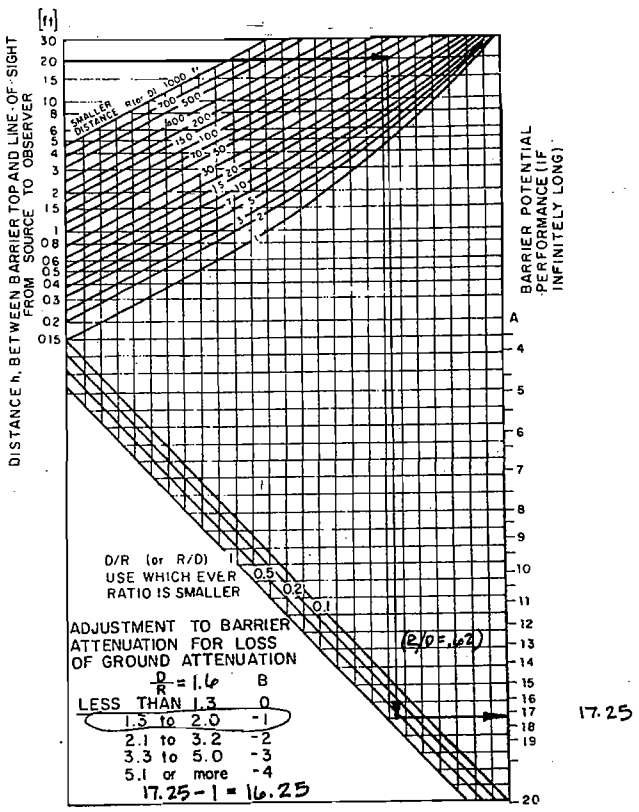

Workchart 7

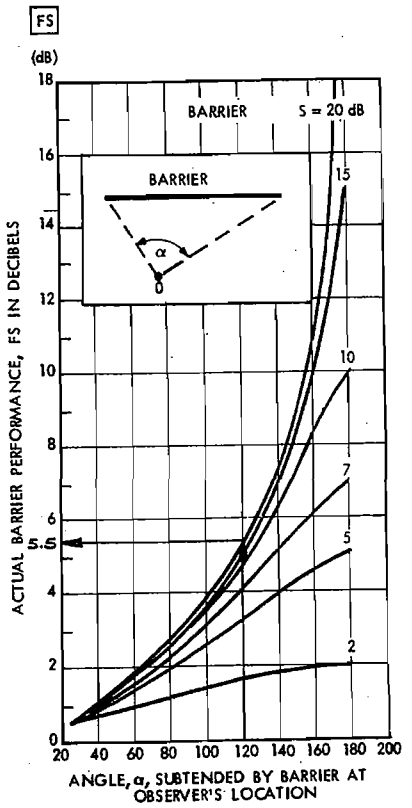

Correction to be applied to barrier potential in order to find the actual performance of the barrier of the same construction but of finite length.

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30. The Noise Attenuation Provided by This Barrier Is 3 dB for Trucks and 5 dB for Autos. The Combined Level Resulting Is 69 LDN.

This Is Not Sufficient

Note—You Must Calculate the Barrier Effect Separately for Autos and Trucks Because the Source Height is Different. Then Recombine levels.

Workchart 5
Noise Barrier
To find R, D and h from Site Elevations and Distances

Fill out the following worksheet (all quantities are in feet):

Enter the values for:

H= 16 R'= 36

S= 0 D'= 56

O= 25

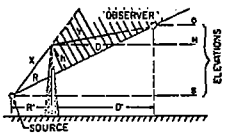

1. Elevation of barrier top minus elevation of source	[H 16	] −	[S 0	] =	[1 16	]	
2. Elevation of observer minus elevation of source	[O 25	] −	[S 0	] =	[2 25	]	
3. Map distance between source and observer (R' + D')					[3 92	]	
4. Map distance between barrier and source (R')					[4 36	]	
5. Line 2 divided by line 3	[2 25	] ÷	[3 92	] =	[5 .27	]	
6. Square the quantity on line 5 (i.e., multiply it by itself); always positive	[5 .27	] ×	[5 .27	] =	[6 .07	]	
7. 40% of line 6	[0.4	] ×	[6 .07	] =	[7 .03	]	
8. One minus line 7	[1.0	] −	[7 .03	] =	[8 .97	]	
9. Line 5 times line 4 (will be negative if line 2 is negative)	[5 .27	] ×	[4 36	] =	[9 9.7	]	
10. Line 1 minus line 9	[1 16	] −	[9 9.7	] =	[10 6.3	]	
11. Line 10 times line 9	[10 6.3	] ×	[8 .97	] =	[11 6.1	]	= h
12. Line 5 times line 10	[5 .27	] ×	[10 6.1	] =	[12 1.7	]	
13. Line 4 divided by line 9	[4 36	] ÷	[8 .97	] =	[13 37	]	
14. Line 13 plus line 12	[13 37	] +	[12 1.7	] =	[14 39	]	= R
15. Line 3 minus line 4	[3 92	] −	[4 36	] =	[15 56	]	
16. Line 15 divided by line 9	[15 56	] ÷	[8 .97	] =	[16 58	]	
17. Line 16 minus line 12	[16 58	] −	[12 1.7	] =	[17 56	]	= D

(Note: the value on line 2 may be negative, in which case so will the values on lines 5, 9, and 12; line 1 may also be negative. Remember, then, in lines 10, 14, and 17, that adding a negative number is the same as subtracting: x +(-y) = x-y. And subtracting a negative number is like adding: X-(-y) = x+y.)

Round off R and D to nearest integer, h to one decimal place.

Workchart 6
Noise Barrier

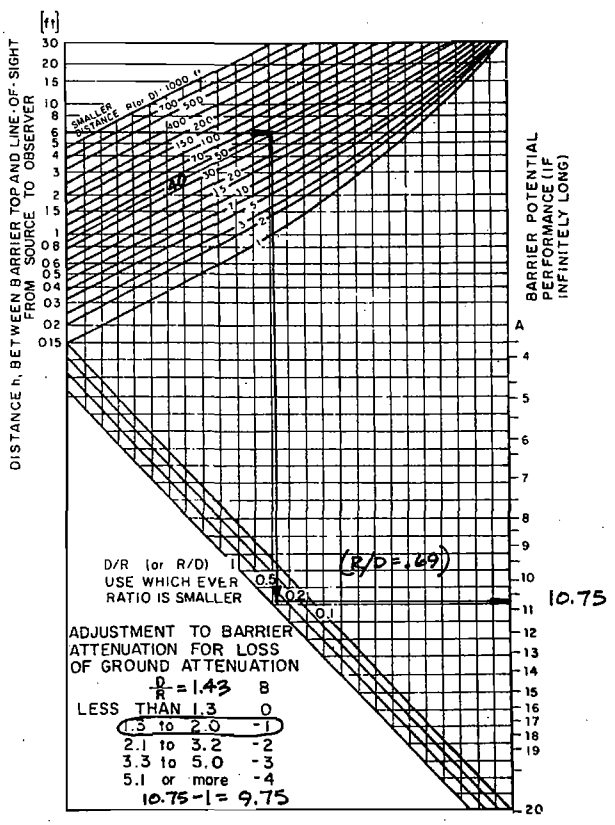

Workchart 7

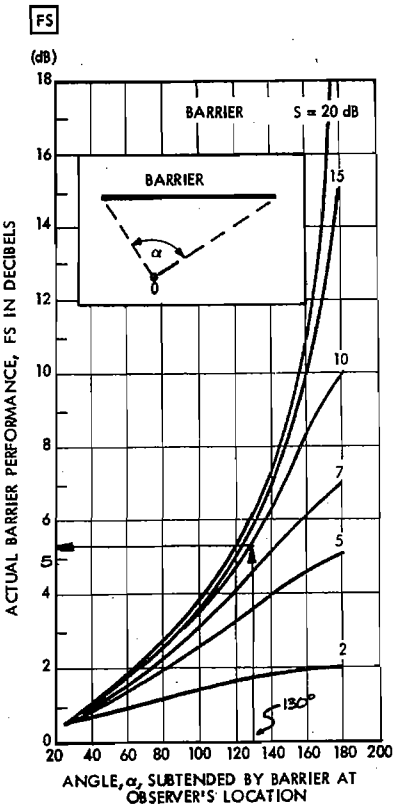

Correction to be applied to barrier potential in order to find the actual performance of the barrier of the same construction but of finite length.

MV00177713

Workchart 5
Noise Barrier

To find R, D and h from Site Elevations and Distances

Fill out the following worksheet (all quantities are in feet):

Enter the values for:

H= 16 R'= 36

S= 8 D'= 56

O= 25

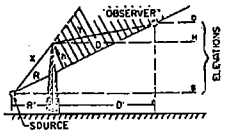

1. Elevation of barrier top minus elevation of source	[H 16] −	[S 8] =	[1 8]	
2. Elevation of observer minus elevation of source	[O 25] −	[S 8] =	[2 17]	
3. Map distance between source and observer (R' + D')			[3 92]	
4. Map distance between barrier and source (R')			[4 36]	
5. Line 2 divided by line 3	[2 17] ÷	[3 92] =	[5 .2]	
6. Square the quantity on line 5 (i.e., multiply it by itself); always positive	[5 .2] ×	[5 .2] =	[6 .04]	
7. 40% of line 6	[0.4] ×	[6 .04] =	[7 .02]	
8. One minus line 7	[1.0] −	[7 .02] =	[8 .98]	
9. Line 5 times line 4 (will be negative if line 2 is negative)	[5 .2] ×	[4 36] =	[9 7]	
10. Line 1 minus line 9	[1 8] −	[9 7] =	[10 1]	
11. Line 10 times line 8	[10 1] ×	[8 .98] =	[11 .98]	= h
12. Line 5 times line 10	[5 .2] ×	[10 1] =	[12 .2]	
13. Line 4 divided by line 8	[4 36] ÷	[8 .98] =	[13 37]	
14. Line 13 plus line 12	[13 37] +	[12 .2] =	[14 37]	= R
15. Line 3 minus line 4	[3 92] −	[4 36] =	[15 56]	
16. Line 15 divided by line 8	[15 56] ÷	[8 .98] =	[16 57]	
17. Line 16 minus line 12	[16 57] −	[12 .2] =	[17 57]	= D

[**Note:** the value on line 2 may be negative, in which case so will the values on lines 5,9, and 12; line 1 may also be negative. Remember, then, in lines 10, 14, and 17, that adding a negative number is the same as subtracting: x + (-y) = x-y. And subtracting a negative number is like adding: X-(-y) = x+y.]

Round off R and D to nearest integer, h to one decimal place.

Workchart 6
Noise Barrier

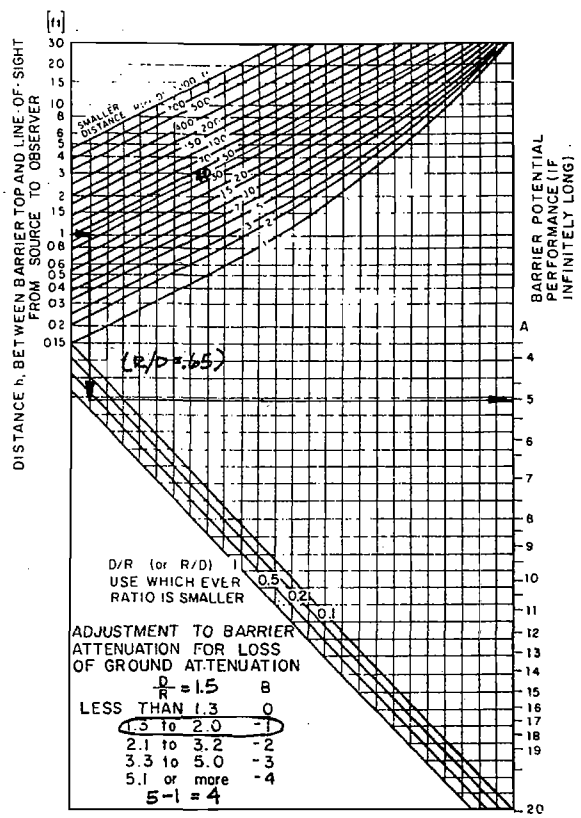

Workchart 7

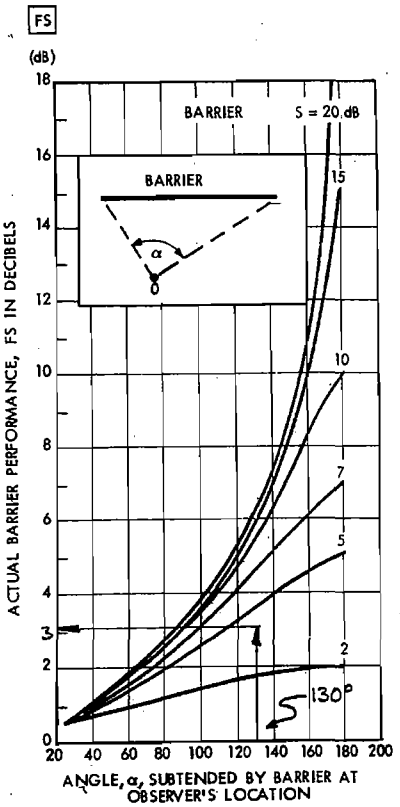

Correction to be applied to barrier potential in order to find the actual performance of the barrier of the same construction but of finite length.

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Chapter 7

The Use of Noise Measurements

Noise Calculations Are Best For HUD Use

There are two ways to determine noise levels for a site under review: the noise can be calculated or it can be measured. While one's first reaction might well be that it would obviously be better to go out and actually measure the noise levels at the site, calculated noise levels are really much better for implementing HUD's noise policy.

Calculated noise levels are developed using mathematical models that contain a variety of assumptions about the process of noise propagation as well as data on sound levels generated by typical sources (i.e. aircraft engines, automobile tires etc.). The model can be a complex computer model or it can be a simple desktop model such as the procedures in the *Noise Assessment Guidelines*. The models can also employ a variety of noise descriptors. (See chapter 1 for a discussion of noise descriptors.) Most noise studies done for the Federal Highway Administration, for example, use either the L_{10} or the L_{eq} noise descriptor. Many aircraft noise studies use the NEF or CNEL descriptor. All of these descriptors are compatible with the L_{dn} noise descriptor system that is preferred by HUD and the HUD noise regulation contains instructions for converting all of them into L_{dn}. (sections 51.106(a)(1) and (2))

Whether produced by a sophisticated computer model or by the desktop *Noise Assessment Guidelines*, calculated noise levels are more useful for HUD needs than measured levels for two significant reasons: The first is that with noise measurements you have no good way to take into account future changes in the future noise environment. The houses we help build today are going to be around for a long time and it is very important that we determine, to the extent we can, the noise environment that will exist throughout the life of the buildings. While there are clearly limitations on how far into the future we can reasonably project traffic levels for roads, railroads and airports, we can at least look 5 to 10 years ahead. The HUD noise regulation (24 CFR 51B) requires that "to the extent possible, noise exposure shall be projected to be representative of conditions that are expected to exist at a time at least 10 years beyond the date of the project or action under review." It is very easy to make these projections if you use the *Noise Assessment Guidelines* or a computer model to determine noise levels.

The second reason why we prefer that you calculate noise levels is that through the calculation process you can use monthly or yearly data to determine traffic levels. Thus you come up with a more typical picture of conditions. With noise measurements there is always the possibility that the day or even days chosen for measurements will not be typical and that the measurements may over or understate the problem. While the conscientious measurer will try to account for any unusual conditions, it isn't always possible. So long as cost considerations limit the number of days that measurements can be taken there will always be the problem of unrepresentative data. With calculations this isn't a problem. The computer model that generates contours for airports, for example, uses an entire years data to develop the average day. Certainly the results are more likely to be representative than the results that would be derived from just a few days measurements.

When Noise Measurements Are Useful

While it is the preferred procedure to calculate noise levels, there are a few situations where the noise models might not be accurate and it might be better to rely on measurements. One instance would be when there is insufficient or inadequate traffic data. Another case might be where you have a unique physical situation that is not accounted for in whatever mathematical model is available.

Obtaining good traffic data can be difficult. You may only be able to get gross data that simply lists total vehicles without making any distinctions between trucks and automobiles. Or you may not be able to get any reliable data on the percentage of traffic between 10 pm and 7 am. While the *Noise Assessment Guidelines* do contain some assumptions that you can use when you don't have all the data you need, there may be instances when you just don't think those assumptions would accurately portray the problem.

By the same token, there are certain physical situations that mathematical models such as the *Noise Assessment Guidelines* couldn't anticipate and therefore do not reflect in their formulas. For example, the *Guidelines* say that you don't have to calculate the noise levels for underground transit lines. Well what if the line is underground but there are large air vents that reach from the belowground tunnels to the surface? A great deal of noise can reach the surface through these vents but the *Noise Assessment Guidelines* don't have any way to take it into account. You couldn't treat it as if the subway line were aboveground because it isn't really and at least some of the noise is blocked. This would be a case where a noise measurement would probably be the best way to determine the noise levels. By the same token, the guidelines do not really take into account the sometimes significant amounts of reflected noise that can occur at urban sites surrounded by tall buildings, i.e. the canyon effect.

When Not to Use Measurements

One thing noise measurements should not be used for is to confirm or refute calculated noise levels, especially computer generated aircraft contours. Our experience with both the *Noise Assessment Guidelines* and with computer noise models is that both are quite accurate if done properly. If you are convinced that the calculations were done correctly, and if you believe that the data used were good, you should strongly discourage anyone who wants to take measurements because they think that measurements are inherently more accurate than calculations. Comparing measured noise levels to calculated levels is like comparing apples and oranges. The

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calculated noise levels should include projected traffic levels, the measured ones will not. The calculated levels will be based on daily traffic counts derived by averaging months of data, the measured levels will, at best, reflect just a few days. (This is particularly true for aircraft noise contours. The day-to-day operations of an airport can vary significantly depending upon weather conditions and any one or two days worth of measurements are very likely to show different levels from those generated by a computer model employing a year of data to derive an average day.)

If you have determined that noise measurements are appropriate, you must make sure that they are done properly, otherwise the data will be useless. There are four elements to proper measurements: 1) where the measurements are taken; 2) when they are taken; 3) the type of equipment used; and 4) the actual measurement procedure.

Where measurements should be taken: The locations for noise measurements should be selected using the same criteria you would use to select a Noise Assessment Location for a *Noise Assessment Guidelines* calculation. The *Noise Assessment Guidelines* recommend that "assessments of the noise exposure should be made at representative locations around the site where significant noise is expected." Further, the *Guidelines* state that when selecting these locations you should consider those buildings containing noise sensitive uses which are closest to the predominant noise sources. Where quiet outdoor space is desired at a site, you should also select points in the outdoor area in question. Specifically, the "relevant measurement location for buildings is a point 2 meters (6.5 feet) from the facade." If there are no buildings yet the measurement point should be 2 meters from the closest point setback requirements would allow a building facade.

When measurements should be taken: Because measurements are only going to be taken for a few days at best, special care should be taken to make sure that the days selected are representative of average traffic levels. For highways, avoid both Monday and Friday, particularly before or after a holiday. In fact holiday periods, such as the Christmas/New Years season, should be avoided entirely. Highway traffic, or rather more importantly, truck traffic is likely to be down during these periods and noise levels may be significantly lower than normal. On the other hand, holiday periods are often peak travel periods for airlines and measurements taken around airports then would show unusually high noise levels.

Whoever is taking the measurements should also check to make sure that there aren't any special circumstances that might affect traffic levels. For example road construction or repair work might divert additonal traffic onto the road being measured, or divert traffic away. In both cases the noise levels measured would not be representative.

And finally, noise measurements should not be taken during extreme weather conditions both because of the possible effects on traffic levels but also because the weather conditions can exaggerate the actual noise levels.

Ideally, noise measurements should be taken over several days spread over at least a few months. But given that time and money will normally preclude this, at least make sure the one or two days you can get are as close to typical as possible.

What equipment to use: There are many sound level meters on the market which are suitable for taking noise measurements for transportation sources. They need only to meet the requirements of American National Standard Specification for Type 1 Sound Level Meters: S1.4-1971. Type 1 sound level meters are "precision" meters and provide the most accurate measurements. They are also, of course, the most expensive. Fast time-averaging and A frequency weighting are to be used. The sound level meter with the A-weighting is progressively less sensitive to sound with frequencies below 1,000 hertz, somewhat as is the ear. With fast time averaging the sound level meter responds particularly to recent sounds almost as quickly as does the ear in judging the loudness of a sound. Fast time averaging has a time constant of about 1/8 second.

While a sound level measuring system that averages decibel readouts on a short term basis such as for every minute or every hour is acceptable, it would be far better if a system that actually provides a 24 hour integrated L_{dn} readout were used. Such a system eliminates the need for calculating the L_{dn} value, an area where many inexperienced consultants go astray. These systems are more expensive however, and the consultant who doesn't do much noise work is unlikely to have one.

Measurement procedures: Detailed procedures for making sound level measurements are spelled out in the American National Standards Institute's Standard Methods ANSI S1.2-1962(R1976) *American National Standard Method for the Physical Measurement of Sound* and ANSI S1.13-1971(R1976) *American National Standard Methods for the Measurement of Sound Pressure Levels.*

Some of the basic procedures that should be followed are:

1. Measurements should normally be made over a continuous 24 hour period. If this is not possible, measurements may be made over a period of days but still must cover the entire 24 hour period. The selection of the days becomes even more critical so that they are as similar as possible. Sampling is not acceptable.
2. The sound level meter must be calibrated before each use.
3. The sound level meter should be provided with a wind screen.
4. Care should be taken to insure that there are no temporary obstructions, such as parked trucks, between the meter and the source.

The Noise Study

The noise study prepared to describe the measurement results should contain at least the following:

1. A map showing where the measurements were taken
2. A vicinity map showing the site and the major noise sources
3. A chart indicating the date, the time, and weather conditions when measurements were taken at each measurement location
4. The type of microphone used
5. Any variations from ANSI procedures
6. The results of the measurements in L_{dn} for each measurement location
7. Any unusual conditions that existed during the measurement period—i.e. construction activity, major traffic tieup, etc.
8. If an integrating sound level meter was not used, the calculations used to derive the L_{dn} value.

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Noise and Its Effects

By Dr. Alice H. Suter, Conference Consultant, Administrative Conference of the United States, November 1991

This report was prepared for the consideration of the Administrative Conference of the United States. The views expressed are those of the author and do not necessarily reflect those of the members of the Conference or its committees except where formal recommendations of the Conference are cited.

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I. Introduction

This report presents an overview of noise and its effects on people. Special emphasis is placed on developments over the past decade, both in terms of noise conditions and noise effects research. By doing so, this report should illustrate some of the reasons for concern about noise problems, which persist after the closing of EPA's Office of Noise Abatement and Control (ONAC).

Noise has a significant impact on the quality of life, and in that sense, it is a health problem in accordance with the World Health Organization's (WHO) definition of health. WHO's definition of health includes total physical and mental well-being, as well as the absence of disease. Along these lines, a 1971 WHO working group stated: "Noise must be recognized as a major threat to human well-being." (Suess, 1973)

The effects of noise are seldom catastrophic, and are often only transitory, but adverse effects can be cumulative with prolonged or repeated exposure. Although it often causes discomfort and sometimes pain, noise does not cause ears to bleed and noise-induced hearing loss usually takes years to

develop. Noise-induced hearing loss can indeed impair the quality of life, through a reduction in the ability to hear important sounds and to communicate with family and friends. Some of the other effects of noise, such as sleep disruption, the masking of speech and television, and the inability to enjoy one's property or leisure time also impair the quality of life. In addition, noise can interfere with the teaching and learning process, disrupt the performance of certain tasks, and increase the incidence of antisocial behavior. There is also some evidence that it can adversely affect general health and well-being in the same manner as chronic stress. These effects will be discussed in more detail in the paragraphs below.

II. ONAC'S Activities in Noise Effects Research and Criteria

In response to the mandates of Section 5 of the Noise Control Act of 1972, ONAC published Public Health and welfare Criteria for Noise (EPA, 1973a) and Information on Levels of Environmental Noise Requisite to Protect Public Health and welfare with an Adequate Margin of Safety (EPA, 1974a), popularly known as the "Levels Document" for obvious reasons). Also in 1973,ONAC sponsored an international conference in Yugoslavia on the effects of noise, from which voluminous proceedings there published (EPA, 1973b). All of these documents there widely distributed and, although somewhat dated, are still read and referenced today. Because a considerable amount of research in this area has been conducted over the past 2 decades, these documents would benefit from revision.

In these documents ONAC established dose-response relationships for noise and its effects, and identified safe levels of noise to prevent hearing loss and activity interference. The agency also established the day-night average noise level as a universal descriptor to be used in assessing the impact of community noise.

Section 14 of the Act directs ONAC to conduct or finance research on noise effects, including investigations of the psychological and physiological effects of noise on humans and the effects of noise on animals. Approximately 35 technical reports resulted from these efforts, as well as contractor reports and numerous articles in scientific journals.

Some of the more noteworthy examples of EPA's research program there:

- Projects involving the cardiovascular effects of noise at the University of Miami, Johns Hopkins University and the Massachusetts Institute of Technology (Peterson, et al., 1978, 1981, 1983; Hattis and Richardson,1980; Turkkan et al, 1983).
- A longitudinal study of noise exposure and hearing threshold levels in children conducted by the Fels Institute (Roche et al., 1977).
- An interagency agreement with the U.S. Air Force to study the effects of noise on hearing (e.g., Guignard, 1973; Johnson, 1973; Schori and McGatha, 1978; Suter, 1978).
- A study identifying the sound levels of speech communication in various environments (Pearsons, et al., 1977).
- Two studies at Northeastern University comparing methods for predicting the loudness and acceptability of noise (Scharf et al., 1977; Scharf and Hellman, 1979).

Although much useful information was derived from these programs, some of them there irreparably damaged by the abrupt termination of funding from ONAC that occurred in 1981 and 1982. For one example, the Johns Hopkins study of cardiovascular effects of noise on primates was terminated after testing on only one subject had been completed. For another, the longitudinal data from the Fels Institute is now of little value after a hiatus of more than a decade.

III. Physical Properties and Measurement of Sound

A. Physical Properties

Noise is often defined as unwanted sound. To gain a satisfactory understanding of the effects of noise, it would be useful to look briefly at the physical properties of sound.

Sound is the result of pressure changes in a medium (usually air), caused by vibration or turbulence. The amplitude of these pressure changes is stated in terms of sound level, and the rapidity with which these changes occur is the sound's frequency. Sound level is measured in decibels (abbreviated dB), and sound frequency is stated in terms of cycles per second, or nowadays, Hertz (abbreviated Hz). Sound level in decibels is a logarithmic rather than a linear measure of the change in pressure with respect to a reference pressure level. A small increase in decibels can represent a large increase in sound energy. Technically, an increase of 3 dB represents a doubling of sound energy, and an increase of 10 dB represents a tenfold increase. The ear, however, perceives a 10-dB increase as doubling of loudness.

Another important aspect is the duration of the sound, and the way it is distributed in time. Continuous sounds have little or no variation in time, varying sounds have differing maximum levels over a period of time, intermittent sounds are interspersed with quiet periods, and impulsive sounds are characterized by relatively high sound levels and very short durations.

The effects of noise are determined mainly by the duration and level of the noise, but they are also influenced by the frequency. Long-lasting, high-level sounds are the most damaging to hearing and generally the most annoying. High-frequency sounds tend to be more hazardous to hearing and more annoying than low-frequency sounds. The way sounds are distributed in time is also important, in that intermittent sounds appear to be somewhat less damaging to hearing than continuous sounds because of the ear's ability to regenerate during the intervening quiet periods. However, intermittent and impulsive sounds tend to be more annoying because of their unpredictability.

B. Instrumentation

The instrument for measuring noise is the basic sound level meter or a number of its derivatives, including noise dose meters (usually called dosimeters), integrating sound level meters, graphic level recorders, and community noise analyzers. Improvements in all of these instruments have taken place during the last decade. This is especially true of the computerized dosimeters and integrating meters, which can measure, compute, store, and display comprehensive data on the noise field (Earshen, 1986). These instruments are now able to measure over very wide dynamic ranges and to measure impulsive sounds with a high degree of accuracy.

C. Measurement and Descriptors

Most sound level meters and dosimeters use built-in frequency filters or "weighting networks " in the measurement process. By far the most frequently used filter is the A weighting network, which discriminates against low-frequency and very high-frequency sounds. A weighting approximates the equal-loudness response of the ear at moderate sound levels, and correlates well with both hearing damage and annoyance from noise. A weighting will be assumed throughout this report unless otherwise specified.

Composite measures of noise, such as the equivalent continuous sound level (Leq) and the day-night average sound level (DNL) incorporate A weighting, (The mathematical notation for DNL is Ldn.) these levels constitute sound energy averages over given periods of time, the DNL incorporates a 10-dB nighttime penalty from 10:00 pm to 7:00 am, meaning that events occurring during

that time are counted as 10 dB higher than they really are. A variant of the DNL that is used in California (and Europe) is the community noise equivalent level (CNEL), which incorporates a 5-dB penalty for evening noise events, as well as the 10-dB nighttime penalty (California Code of Regulations, 1990).

For more than a decade, both the DNL and the simple Leq have been used extensively for assessing the impact of aircraft/airport noise. Recently, however, communities have expressed dissatisfaction with these metrics when used to regulate noise (Wesler, 1990). Metrics that employ averaging fail to describe the disturbance arising from single events, especially low-flying aircraft, unexpected or newly occurring flights, or flights occurring in areas where solitude is at a premium. The sound exposure level (SEL), an event's sound level normalized to one second, is gaining popularity as a supplement to the DNL and the Leq for characterizing single events.

IV. Noise in America

A. Population Trends

The U.S. population has increased an average of 25 million with each census since 1950. According to the World Almanac (1991), the population in 1980 was 226 million and approximately 250 million in 1990. This reflects an increase of nearly 11 percent over the decade, or slightly more than 1 percent per year. Presently, 77 percent of the U.S. population lives in the nation's 283 designated metropolitan areas, and the rate of growth in these areas is twice that of nonmetropolitan areas (Bryant, 1991).

Not surprisingly, EPA research indicates that noise levels in communities is directly related to the population density (EPA, 1974b).[1] Because the noise in urban areas generally exceeds that of suburban and rural areas, it is not unreasonable to assume that noise in the U.S. is increasing at least in proportion to the increase in urbanization and more rapidly than the growth of the general population. In addition, noise sources appear to be multiplying at a faster pace than the population.

B. Noise Sources

Figure 1, from EPA's simplified version of the Levels Document, Protective Noise Levels, shows the range of sound levels for some common noise sources (EPA, 1978). Most leading noise sources will fall into the following categories: road traffic, aircraft, railroads, construction, industry, noise in buildings, and consumer products.

1. Road traffic noise

In its Levels Document (1974), EPA estimated that road traffic noise was the leading source of community noise. EPA's contractors found that to be true in 1981 (EPA, 1981), and there is little reason to believe otherwise today.

Truck transportation, as a convenient and economical means of moving raw materials and consumer goods from place to place, is growing at a faster pace than the general population. For example, a total[2] of 33.6 million trucks there registered in the U.S. in 1980. That number grew to 45.5 million in 1989, an increase of about 35 percent (American Trucking Assoc., 1991).

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[1] The day-night average sound level appears to be proportional to the log of population density in people per square mile (EPA.1974b).

[2] The total number of trucks registered includes personal-use as well as commercial trucks of all weight classes.

Noise from the motors and exhaust systems of large trucks provides the major portion of highway noise impact, and provides a potential noise hazard to the driver as well.[3] In addition, noise from the interaction of tires with the roadway is generated by trucks, buses, and private autos.

In the city, the main sources of traffic noise are the motors and exhaust systems of autos, smaller trucks, buses, and motorcycles. This type of noise can be augmented by narrow streets and tall buildings, which produce a "canyon" in which traffic noise reverberates.

Typical Range of Common Sounds

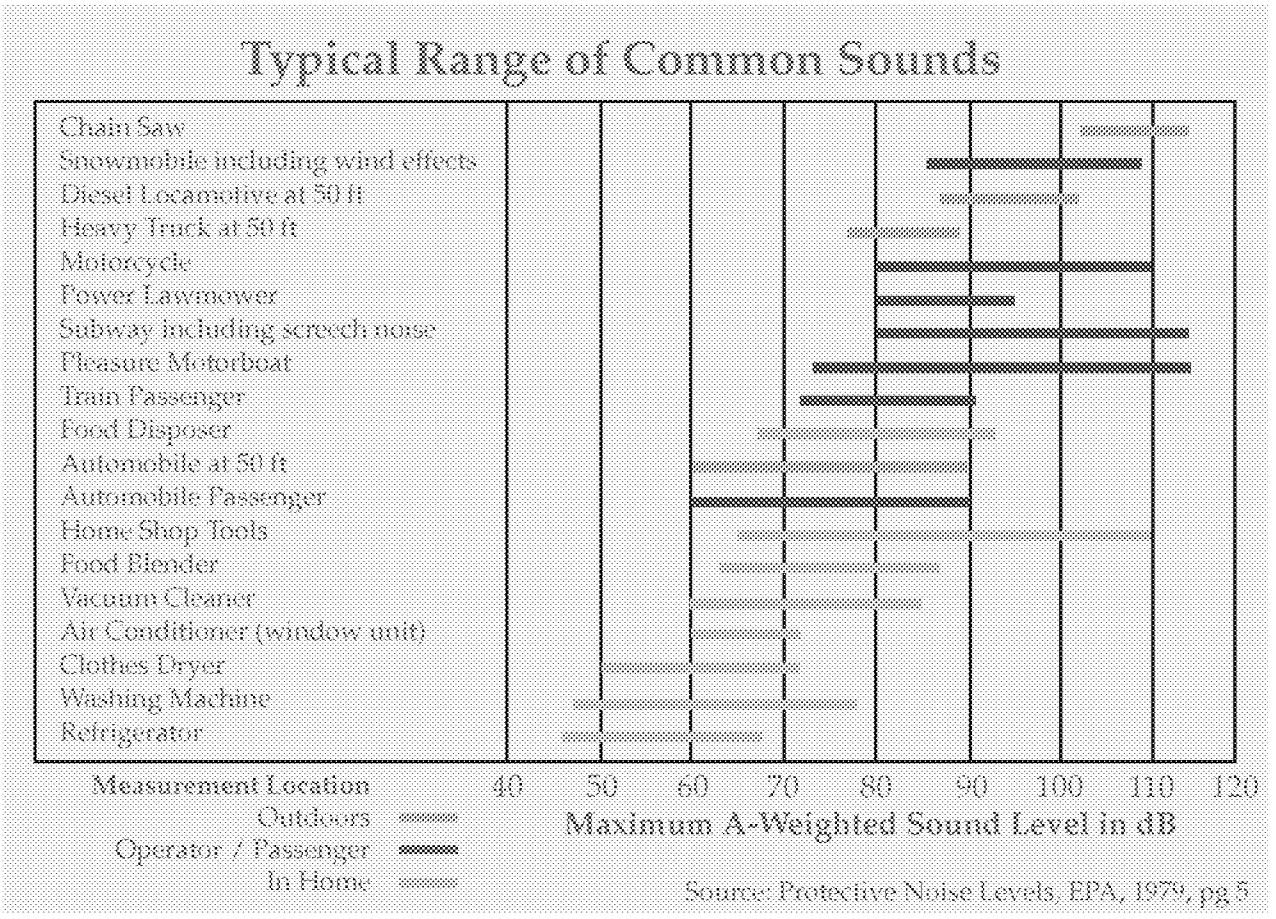

2. Aircraft noise

Air traffic also appears to be increasing more rapidly than the U.S. population. In 1980, U.S. scheduled airlines flew approximately 255.2 billion passenger miles and 5.7 billion cargo (ton) miles. By 1990, these figures there 457.9 billion and 10.6 billion, respectively (Air Transport Assoc., 1991a). This represents an increase of 79 percent in passenger mileage, and 86 percent in air height mileage. Air cargo traffic has grown particularly rapidly in the last five years, and will probably continue that trend over the next decade.

By 1989, the quieter "Stage III" airplanes comprised nearly 40 percent of the domestic fleet (Air Transport Assoc, 1991b). By the year 2004, all of the noisier Stage II aircraft must be phased out

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[3] According to Reinhart (1991) the most common complaint about truck noise is related to problems caused by tampering with the mufflers of trucks using compression brakes. About 5 percent of the heavy trucks surveyed by Reinhart and his colleagues had no functioning muffler, despite the existence of antitampering laws.

(Airport Noise and Capacity Act, 1990). This requirement should promote a quieter environment around airports, but the growth of air transportation and the pressing need for airport expansion threatens to offset the benefits of the quieter aircraft.

Nowadays, the problem of low-flying military aircraft has added a new dimension to community annoyance, as the nation seeks to improve its "nap-of-the-earth" warfare capabilities. In addition, the issue of aircraft operations over national parks, wilderness areas, and other areas previously unaffected by aircraft noise has claimed national attention over recent years (Fidell, 1990; Cantoni, 1991; Weiner, 1990; Mouat, 1990).

3. Noise from railroads

The noise from locomotive engines, horns and whistles, and switching and shunting operations in rail yards can impact neighboring communities and railroad workers. For example, rail car retarders can produce a high-frequency, high-level screech that can reach peak levels of 120 dB at a distance of 100 feet (EPA, 1974), which translates to levels as high as 138 or 140 dB at the railroad worker's ear.

Unlike truck and air transportation, however, rail transportation does not appear to be increasing. According to the Association of American Railroads, the railroad industry loaded 22.1 million freight cars in 1988, down slightly from 22.6 million in 1980 (AAR, 1991).

4. Construction noise

The noise from construction of highways, city streets, and buildings is a major contributor to the urban scene. Construction noise sources include pneumatic hammers, air compressors, bull dozers, loaders, dump trucks (and their back-up signals), and pavement breakers. The construction industry has done very well over recent years with a value-added GNP of $97.9 billion in 1977, increasing to $247.7 billion in 1989 (Dept. of Commerce, 1991), an increase of about 153 percent. The number of workers employed in construction grew from 4.3 million in 1980 to about 5.2 million in 1990, an increase of nearly 21 percent (BLS, 1991a).

5. Noise in industry

Although industrial noise is one of the less prevalent community noise problems, neighbors of noisy manufacturing plants can be disturbed by sources such as fans, motors, and compressors mounted on the outside of buildings. Interior noise can also be transmitted to the community through open windows and doors, and even through building walls. These interior noise sources have significant impacts on industrial workers, among whom noise-induced hearing loss is unfortunately common.

The size of the U.S. manufacturing industry has not grown significantly over the last decade. Although the industrial. GNP increased from $673.9 billion in 1980 to $969.6 billion in 1990 (in terms of constant dollars) (BLS, 1991b), the workforce has declined from slightly more than 20 million to about 19 million during that period (BLS, 1991c). Consequently, industrially-generated community noise is probably no greater than it was in 1980.

From the worker's perspective the industrial noise problem is still very serious. The Occupational Safety and Health Administration has cut back on the enforcement of occupational noise standards and has allowed the substitution of hearing protection devices in lieu of engineering controls in many cases (OSHA, 1986). However, it is difficult to know whether noise levels in industry are increasing or decreasing because no comprehensive survey has been performed since the 1976 survey performed by Bolt Beranek and Newman Inc. (BBN, 1976).

6. Noise in buildings

Apartment dwellers are often annoyed by noise in their homes, especially when the building is not well designed and constructed. In this case, internal building noise from plumbing, boilers, generators, air conditioners, and fans, can be audible and annoying. Improperly insulated walls and ceilings can reveal the sound of amplified music, voices, footfalls, and noisy activities from neighboring units. External noise from emergency vehicles, traffic, refuse collection, and other city noises can be a problem for urban residents, especially when windows are open or insufficiently glazed.

Wetherill (1987) reports that although the lack of soundproofing is the most frequent environmental complaint of apartment dwellers, the knowledge to solve these problems is not being applied. In fact, the quality of construction is steadily declining, and the noise problems are getting worse (Wetherill, 1991).

7. Noise from consumer products

Certain household equipment, such as vacuum cleaners and some kitchen appliances, have been and continue to be noisemakers, although their contribution to the daily noise dose is usually not very large. Added to this list would be yard maintenance equipment, such as lawn mowers and snow blowers, which can, at least, cause disharmony with one's neighbors, and pother shop tools, which can be hazardous to hearing if used for sufficient periods of time.

One example of a fairly new product is the gasoline-pothered leaf blower, with average A-weighted sound levels at the operator's position of 103.6 dB, and maximum levels of 110-l12 dB (Clark, 1991). In an extensive review of nonoccupational noise exposures, Davis et al. (1985) report that the manufacturers of household devices have been reluctant to release sound level information. Consequently, it could be difficult to assess the magnitude of the problem and the extent to which noise levels are increasing or decreasing.

Residents of suburban and rural areas are sometimes disturbed by recreational noise sources, such as off-road vehicles, high-pothered motor boats, and snowmobiles. Some of these sources, such as snowmobiles, are not as noisy as they there more than a decade ago, due to attention to the problem by the manufacturers and their trade associations. Others are no less noisy, and possibly more so because noise seems to be generic to the sport. Example would be motorcycle and car racing, and events like "tractor pulls."

In fact, the allure of noisy recreational activities seems to be considerably greater now than it was a decade or so ago. The technology of sound reproduction has advancer to the point where loudspeakers can faithfully reproduce music and other sounds at levels well above 120 dB. Sporting events use giant digital "applause meters" to measure and display enthusiasm for the more popular team. The extreme in car stereo technology is now the "boom car", with sound levels exceeding 140 dB.[4] Activities like aerobic exercising and ice skating, as well as disco dancing, are accompanied by amplified music played at high sound levels. After summarizing the results of 16 studies of discotheques and rock concerts Clark (1991) reported the geometric mean of the measured sound levels as 103.4 dB. The trend in noise levels for these kinds of activities is definitely upward.

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[4] The International Auto Sound Challenge Association sponsors contests and gives the most points to contestants whom speakers produce the highest sound pressure levels, up to 140 dB. However, levels above that merit no more than 140 points.

One of the most serious sources of recreational noise is sport shooting, where peak sound pressure levels at the ear can range from about 144 dB up to more than 170 dB[5] (Odess, 1972). In his analysis of this literature, Clark (1991) cites estimates of the number of people responding positively to questions about hunting or target shooting. These estimates range from 14 percent of the general population in Scandinavia and the U.K. (Axelsson et al., 1981; Davis et al., 1985) to nearly 50 percent in the Canadian workforce (Chung et al., 1981), which Clark found to be consistent with estimates from U.S. industry. In a population of rural schoolchildren, 45 out of 47 boys and 2 out of 21 girls reported having used guns (Kramer and Wood, 1982).

A subcategory of consumer product noise that deserves mention is noisy toys. A few toys, such as firecrackers, snappers, and cap pistols have been part of the adventurous child's experience for generations. The general assumption is that these toys do not pose a hazard when used occasionally and located at a sufficient distance from the ear[6]. Nowadays, there is a large variety of noisy toys, thanks to the availability of improved technology. Many of them mimic adult noisemakers, such as amplified toy guitars, child-shed vacuum cleaners, and miniature pother saws. Some of these toys generate quite high levels of sound. For example, a baby's squeeze toy (Fay, 1991) and the battery operated siren of a toy police car have both been measured at 110 dB[7].

In a recent report on noisy toys, Leroux and Laroche (1991) cite studies showing A-weighted noise levels for a toy motor at 107 dB and a child's rattle at 99-100 dB (LNE, 1973). Current Canadian legislation limits the sound output of toys to "one hundred decibels measured at the distance that the product ordinarily would be from the ear of the child using it..." (Act, 1969), but Leroux and Laroche propose that this limit be lowered to an A-weighted level of 75 dB.

C. Numbers of People Exposed to Noise

The fact that people are variously exposed to noise is not surprising. Considering that decibels are measured on a logarithmic scale, however, the magnitude of these variations can be enormous. For example, the average noise level outside an urban apartment can be 1,000 times more intense than in a rural residential neighborhood. Fortunately, this difference will be perceived more like an eight-fold rather than a thousand-fold increase. Figure 2, from EPA's document Protective Noise Levels, shows examples of outdoor day-night average sound levels measured at various locations (EPA, 1978).

In 1974, EPA estimated that nearly 100 million Americans lived in areas where the daily average noise levels exceeded its identified safe DNL of 55 dB (EPA, 1974a). Figure 3, from EPA's Levels

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[5] A-weighted level. of these weapons would measure somewhat lower, with levels for .22 caliber rifles at about 132-139 dB and shotguns at 150-165 dB. (See Clark, 1991)

[6] Certain European studies, however, have reported as many as 1 percent to 3.7 percent of teenage children suffer hearing losses caused by impulsive noise from toys (Gjaevenes, 1967; Moe, 1966). Noise from cap guns, for example, can exceed peak sound pressure levels of 140 dB (Gjaevenes, 1966; Hodge and McCommons, 1966; Marshall and Brandt, 1973; all as cited by Leroux and Laroche,
1991).

[7] New York audiologist Thomas Fay has measured the noise levels of a variety of children's toys. In doing so he places the sound level meter's microphone quite close to the noise source (from 2 inches to 1/2 inch away), based on his observations of the children at play. (Personal communication, April 1991).

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Document, shows the residential noise environment of the U.S. population as a function of the exterior DNL, with separate curves for the freeway and aircraft increments.

Examples of Outdoor Day-Night Average Sound Levels in dB Measured at Various Locations

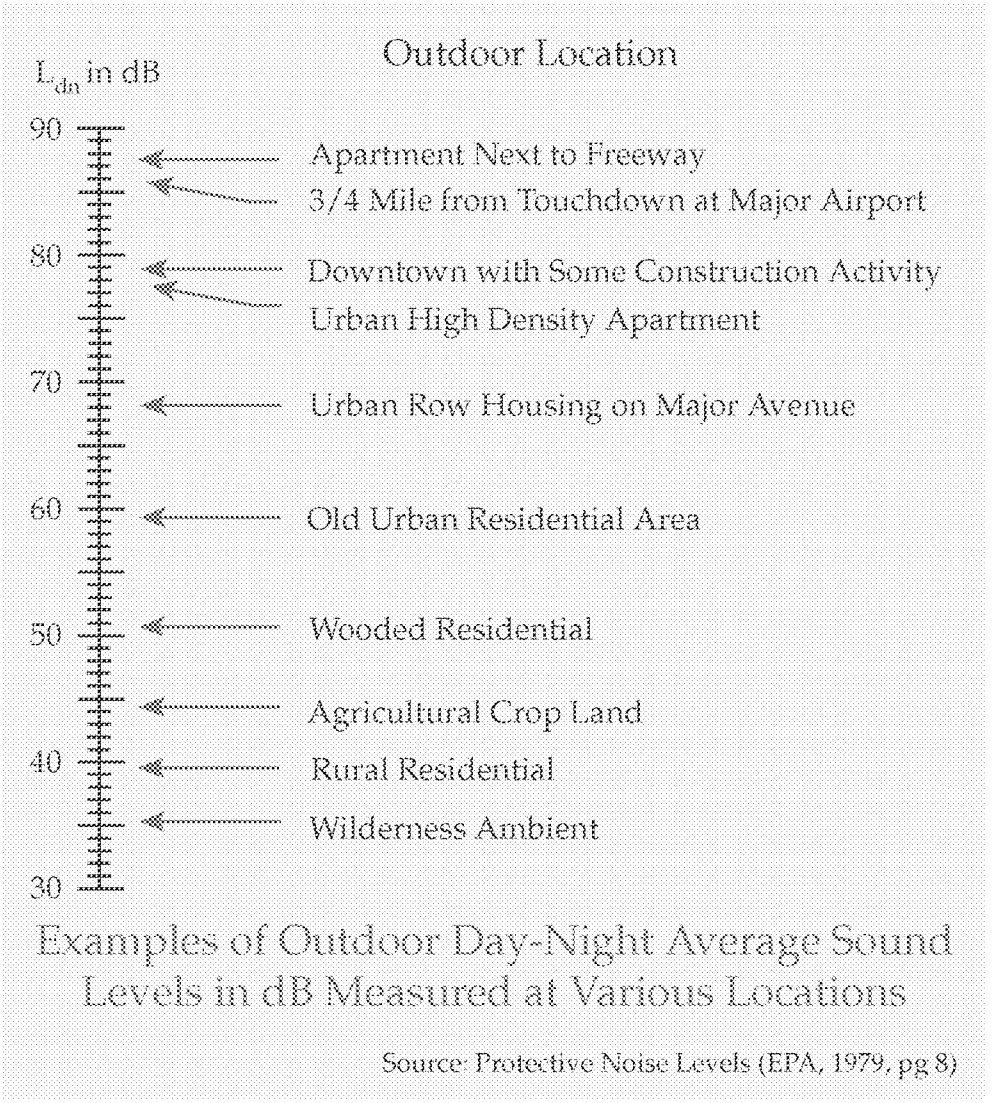

A few years later EPA contracted with the consulting firm Bolt Beranek and Newman (BBN) to develop more detailed estimates. The resulting report, Noise in America, includes a breakdown according to noise exposure source (EPA, 1981). Table I gives the estimated number of Americans exposed to traffic; aircraft, construction, rail, and industrial noise for various DNLs from 55 dB to 80 dB. The authors note that there will be some overlap among populations exposed to different sources, so the numbers across categories are not additive. The far right column represents the total estimated number of people exposed to the combined sources. Although the authors do not give an estimate for the number of people exposed above Ldn 55 dB, another authority puts it at 138 million at that time (Eldred, 1990).

These estimates do not represent the results of a national survey. Instead, the authors used data and models available to EPA and BBN at the time. Because of this, some categories of noise exposure are likely to be more accurate than others. They did, however, represent the best available esti-

mates at the time, and because no efforts have been made to update them, they are the best estimates available today.

D. Summary: Noise in America

It is safe to assume that noise in communities is increasing. Noise levels are directly related to population density, and the urban population is increasing at twice the pace of the nonurban population. In addition, the last decade has seen rapid growth in air transportation, trucking, and the construction industries, indicating that noise levels from these sources has most likely increased. The fact that some of these sources have been and continue to be quieted (especially new generations of trucks and aircraft) should mitigate this increase, but the extent of this mitigation will remain unknown until some sort of national survey is performed. Noise from construction continues to be a problem, and it appears that noise inside buildings as well as noise from recreational activities and consumer products is on the rise. Estimates of the number of people exposed to noise at various levels are now somewhat outdated.

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Residential Noise Environment of the National Population As a Function of Exterior Day-Night Average Sound Level

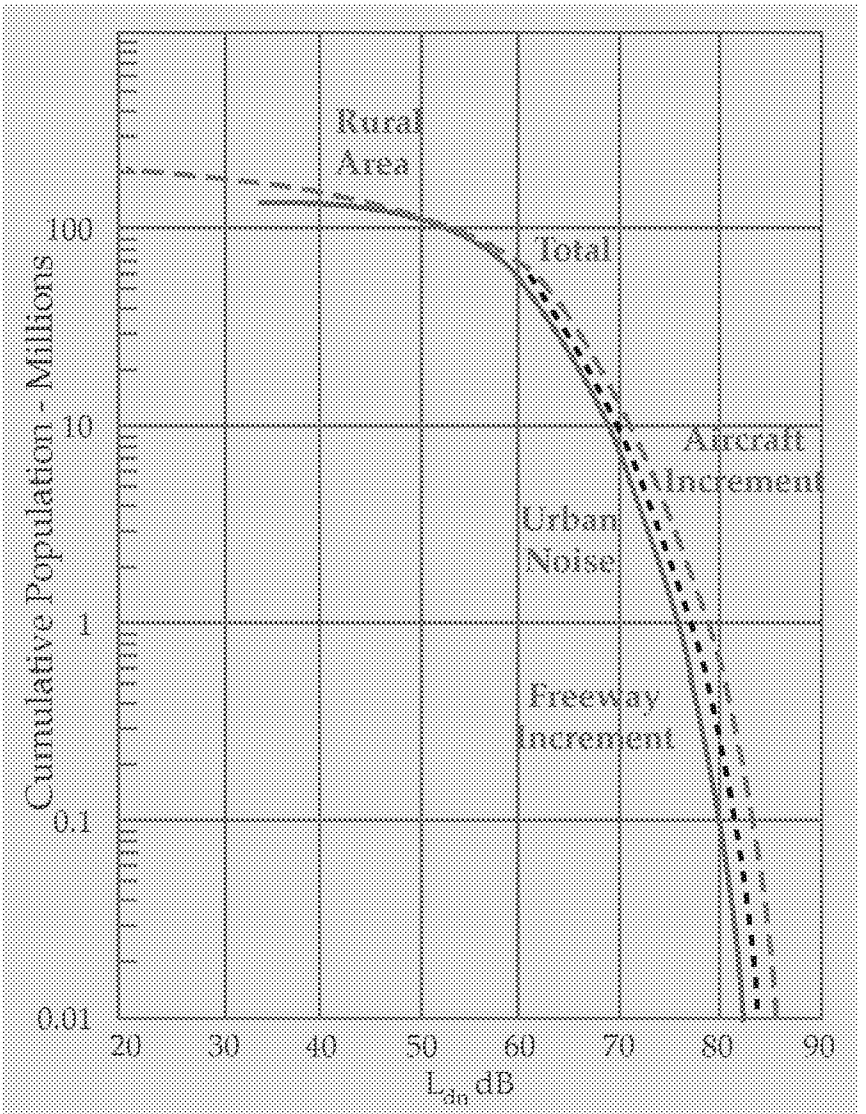

Residential Noise Environment of National Population as Function of Exterior Day-Night Average Sound Level

Source: Information on Levels of Environmental Noise Requisite to Protect Public Health and Welfare with an Adequate Margin of Safety (EPA, 1974a, pg 16)

Table 1: Summary of U.S. Population Exposed to Various Day-Night Average Sound Levels (or higher) From Noise Sources in the Community. (1) From Noise in America (EPA, 1981, pp. 10 and 15)

Estimated Number (in Millions) of People in Each Noise Category

DNL (dB)	Traffic	Aircraft	Construction	Rail	Industrial	Total
>80	0.1	0.1	—	—	—	0.2
>75	1.1	0.3	0.1	—	—	1.5
>70	5.7	1.3	0.6	0.8	—	8.1
>65	19.3	4.7	2.1	2.5	0.3	27.8
>60	46.6	11.5	7.7	3.5	1.9	63.6
>55	96.8	24.5	27.5	6.0	6.9	92.4*

(1) DNL values are yearly averages, outdoors
(2) Note that there is some overlap among populations exposed to different noise sources. For example, some of the 96.8 million people exposed to Ldn 55 dB and above from traffic noise are also exposed to aircraft noise.
(3) Construction estimates include both residential and nonresidential exposure.

*Distribution of total exposed to all sources starts at Ldn 58 dB since the analysis involves combining distributions exposed to 55 dB and above.

V. Effects of Noise

A. Noise-Induced Hearing Loss

Hearing loss is one of the most obvious and easily quantified effects of excessive exposure to noise. Its progression, however, is insidious, in that it usually develops slowly over a long period of time, and the impairment can reach the handicapping stage before an individual is aware of what has happened. While the losses are temporary at first, they become permanent after continued exposure, and there is no medical treatment to counteract the effect. When combined with presbycusis, hearing loss naturally occurring with the aging process, the result is a premature impairment that grows inexorably with age.

According to the U.S. Public Health Service (PHS, 1991), some 10 million of the estimated 21 million Americans with hearing impairments owe their losses to noise exposure (as cited in Carney, 1991). The study goes on to say that it is unclear whether the incidence of hearing impairment has risen in recent years because the necessary studies have not been conducted.

1. Extent of noise-induced hearing loss from environmental sources

Although the major cause of noise-induced hearing loss is occupational, substantial damage can be caused by nonoccupational sources. In addition to the frequently-blamed sources of loud music and shooting, noise-induced hearing loss has been noted in the children of farm families, presumably from the frequent use of tractors (e.g., Broste et al., 1979); general aviation pilots because of the high noise levels emitted by piston aircraft (Anon., 1982); and users of earlier generations of cordless telephones because of the placement of the ring mechanism in the earpiece (Orchik et al., 1985 and 1987).

The prevailing notion among parents is that the hearing threshold levels of children are worse than they used to be because of exposure to loud music. Actually, a recent national survey of 38,000 school children found better hearing threshold levels than 30 years ago, but blames the discrepancies on the sampling methods used in the earlier study and the conversion from an older to a nether zero reference level (Lundeen, 1991). There is, however, evidence that the hearing of some young people is being affected by noisy leisure time activities (Axelsson et al., 1987).

Loud music in particular appears to be the cause of hearing impairment and tinnitus in rock musicians. Such luminaries as Pete Townshend and Ted Nugent[8] have acquired substantial hearing losses and are now campaigning for hearing conservation (Murphy, 1989). Some studies point to a hearing hazard for attendees as well (see in Clark, 1991; Clark and Bohne, 1986; Danenberg et al.,1987).

As mentioned above, probably the greatest nonoccupational hazard to hearing comes from sport shooting. Clark (1991) cites studies of industrial workers by Chung et al. (1981), Johnson and Riffle (1982), and Prosser et al. (1988), showing significantly greater hearing losses among sport-shooters than among their nonshooting counterparts. These losses are almost always characterized by worse hearing in the left ear than the right.

The contribution from nonoccupational sources is called "sociocusis" (a contraction of "socio-acusis"). Evidence from primitive societies suggests that the absence of sociocusis explains the large differences in hearing threshold level between these populations and those of the "civilized" nations (Rosen, 1962). Sociocusis, occupational hearing loss, and presbycusis contribute in various

2. The handicap of noise-induced hearing loss

Vowel sounds tend to be low in frequency and high in sound energy, while the consonants are much higher in frequency and have considerably less amplitude. It also happens that consonants provide the primary intelligibility to speech. Because noise damages the ear's ability to perceive high-frequency sounds much earlier and more severely than the low-frequency sounds, individuals with noise-induced hearing loss are at a particular disadvantage in understanding speech.

Individuals with early noise-induced hearing loss often think that other people no longer speak dearly. They soon begin to notice that they have difficulty understanding speech when there is noise in the background, and in groups of people, and that it is hard to identify which person is talking. As the hearing loss progresses, these individuals avoid social occasions and situations where they must listen at a distance, like church and theater. The eventual result can be loneliness and isolation.

3. The study of noise-induced hearing loss

Noise damages the delicate sensory cells of the inner ear, the cochlea. This process can be studied in the laboratory by inducing temporary shifts in hearing threshold level in humans. Over recent years the preferred method of investigation is to produce temporary and permanent threshold shifts in animals, and to study the resulting physiological and anatomical changes in the cochlea, as well as shifts in hearing threshold level. The laboratory allows for strict control of noise level and

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[8] According to Nugent, who has worn an earplug in his right ear since 1967: "My left ear is there just to balance my face, because it doesn't work at all." (Murphy 1989) proportion to an individual's total hearing impairment. While the contribution of each source may be less than significant, the combination of all three can be enough to produce a handicapping condition. As longevity in the U.S. population increases, the toll of noise-induced hearing loss will become increasingly evident (Carney, 1991).

duration, but the durations are usually relatively short because of the time and expense involved. Also there is some controversy over the extent to which the results can be generalized to humans.

Much of the recent laboratory effort in noise research has focused on the structural and functional basis of noise-induced hearing loss, which has been greatly aided by the electron microscope. Investigators have identified the sensory cell's stereocilia and the rootlets which anchor them as the auditory system's most vulnerable components with respect to noise exposure (Libermnan, 1990).

Field studies of noise-exposed workers avoid the problems of species generalization, and the exposure durations can be over many decades. They are usually cross-sectional studies, however, meaning that the current hearing threshold levels are related to noise exposures that have been experienced over many years. Although the current noise measurements may be valid, their validity over prior years usually has to be assumed without benefit of precise data.

4. Risk of hearing impairment from continuous noise

The methods and results of the major field studies of continuous noise exposure conducted in the late 1960s and early 1970s remain unchallenged. Examples are the studies of Burns and Robinson (1970), Baughn (1973), Passchier-Vermeer (1968), and the U.S. National Institute for Occupational Safety and Health (NIOSH, 1973). Data from these studies have been used by various organizations to estimate the risk of hearing impairment over a working lifetime of exposure to noise. These types of studies have also been used by the EPA to estimate the hazard of nonoccupational noise (Guignard, 1973; Johnson, 1973; EPA, 1973a). The data cited above of Burns and Robinson, Baughn, and Passchier-Vermeer went into EPA's identification of a yearly average exposure level of 70 dB as the safe level, which could be experienced over a lifetime (EPA, 1974a)[9].

A new international standard (ISO, 1989), which is based mainly on the data of Passchier-Vermeer and Burns and Robinson, contains formulas for assessing the risk of noise-induced hearing impairment and handicap: using either a highly screened (for non-occupational hearing loss) or an unscreened population as a control group. The data and analyses found in these major studies have not been seriously challenged, and remain in use today.

5. Varying and intermittent noise

There has been some debate over the best rule for combining noise level and duration to assess the damaging effects of noise, especially varying and intermittent noise. This relationship is often called the doubling rate, or nowadays, the exchange rate. The EPA, as well as most other federal agencies (and most European countries, the United Kingdom, some Canadian provinces) use the equal-energy rule, which incorporates a 3-dB exchange rate. OSHA uses the 5-dB exchange rate, and the U.S. Air Force, uses 4 dB. None of these rules makes any provisions for the temporal order of sounds, although the 5-dB exchange rate supposedly represents a simplification of criteria that take a certain number of intermittencies into account.[10]

Investigations of the relationship between noise level and duration have been conducted over recent years using laboratory animals. The results have confirmed the validity of the equal energy (3-dB) rule for single exposures to continuous noise (Bohne and Pearse, 1982; Ward and Turner, 1982),

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[9] The 70-dB 24-hour average sound level can be interpreted as a 75-dB 8-hour average sound level plus an average sound level during the other 16 hours of less than 60 dB (see EPA's Levels Document, p.29, footnote d).

[10] The 5-dB rule does not necessarily provide for intermittencies because it allows uninterrupted exposures to continuous noise at high levels. See Suter 1983.

or when the exposures are broken up into 8-hour, or even 1-hour "workdays", 5 days per week, so long as the sound energy is equivalent (Ward, 1983). There is, however, some benefit to intermittent quiet periods (Ward and Turner, 1982), during which the ear can recover from small, temporary hearing losses. For this reason EPA has adjusted its identified safe level upward by 5 dB[11] since most environmental noise exposures are intermittent in nature. EPA's use of the equal-energy rule and the 5-dB adjustment have not been seriously challenged.

6. Impulse noise

The effects of impulse noise have been studied extensively over recent years, but there is less agreement on this topic than there is for continuous and intermittent noise. Although there was consensus favoring the 3-dB rule at a 1981 international meeting in England (von Gierke et al., 1981), actual dose-response relationships are still elusive. The effects of impulse noise do not always follow the 3-dB rule, in that temporal pattern, waveform, and rise time can affect the growth of hearing loss, despite constancy of sound energy (Henderson and Hamernik, 1986).

Frequency also has some bearing on the damage caused by impulse noise, in that low-frequency impulses produce significantly less damage than sounds in the mid-to-high-frequency range (Price, 1983). The ear appears to be most susceptible to impulses with peaks around 4,000 Hz (Price, 1989). Also, there may be a critical level, above which the ear is considerably more at risk because of a change in the response mechanism. On the basis of his research, Price (1981) has suggested a critical level of 145 dB, with a standard deviation of 8 dB.

7. Susceptibility

Evidence from field studies indicates that men incur more hearing loss than women from comparable noise exposures (Burns and Robinson, 1970; Berger et al., 1978; Royster et al., 1980), and that Caucasians appear to be more susceptible than Blacks to noise-induced hearing loss (Royster et al., 1980). Other factors, such as age, preexposure hearing threshold level, general health, and use of alcohol, have not yet proved to be reliable predictors of susceptibility (Ward, 1986), although

8. Interactions with other agents

Noise can interact with drugs and industrial agents to produce additive or even synergistic effects on hearing. As expected, the higher the levels of noise and the greater the dose of the other agent, the greater will be the resulting hearing loss. The ototoxic properties of certain drugs, most notably the aminoglycoside antibiotics (the "mycin" drugs), are heightened by exposure to noise. Numerous studies of kanamycin plus noise exposure have revealed additive and some synergistic results (Humes, 1984). High doses of salicylates (aspirin) accompanied by noise exposure can produce temporary hearing losses (McFadden and Plattsmier, 1983), but permanent losses do not seem to occur. Cisplatin, used in cancer chemotherapy, is known to be toxic to the auditory system, and has been shown to interact significantly with none exposure (Boettcher et al., 1989).

A variety of industrial agents, which can be potent neurotoxins, have been shown to be capable of producing hearing loss (Fechter, 1989). These agents include heavy melds, such as lead and mercury, organic solvents, such as toluene, xylene, and carbon disulfide, and an asphyxiant, carbon monoxide.

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[11] The identified safe level of 70 dB reflects the incorporation of the 5-dB adjustment there is some indication that the use of tobacco may increase susceptibility to noise-induced hearing loss (Barone, et al., 1987; Stark, et al., 1988)

9. Hearing protectors

As its first (and only) labeling regulation, EPA promulgated a regulation for labeling the attenuation of hearing protection devices (EPA, 1979). The standard required manufacturers to subject their hearing protectors to specific laboratory tests, and to publish a "Noise Reduction Rating" (NRA) on the product's package. The NRA was subsequently adopted by OSHA in its hearing conservation amendment, which required employers to use it in assessing the adequacy of hearing protectors for given noise environments (OSHA, 1981 and 1983). Recent research shows that the NRA greatly overestimates the noise reduction to be achieved by these devices in actual field use.[12] These kinds of findings have led to the formation of a new ANSI working group to investigate alternatives to the current NRA (Berger et al. 1990), and the recommendation that EPA revise its existing labeling regulation (Berger, 1991; Stewart, 1991).

10. Summary: Noise-induced hearing loss

Noise-induced hearing loss is probably the most well-defined of the effects of noise. Predictions of hearing loss from various levels of continuous and varying noise have been extensively researched and are no longer controversial. Some discussion still remains on the extent to which intermittencies ameliorate the adverse effects on hearing and the exact nature of dose-response relationships from impulse noise. It appears that some members of the population are somewhat more susceptible to noise-induced hearing loss than others, and there is a growing body of evidence that certain drugs and chemicals can enhance the auditory hazard from noise.

Although the incidence of noise-induced hearing loss from industrial populations is more extensively documented, there is growing evidence of hearing loss from leisure time activities, especially from sport shooting, but also from loud music, noisy toys, and other manifestations of our "civilized" society. Because of the increase in exposure to recreational noise, the hazard from these sources needs to be more thoroughly evaluated. Finally, the recent evidence that hearing protective devices do not perform in actual use the way laboratory tests would imply, lends support to the need for reevaluating current methods of assessing hearing protector attenuation.

B. Interference With Communication

Noise can mask important sounds and disrupt communication between individuals in a variety of settings. This process can cause anything from a slight irritation to a serious safety hazard involving an accident or even a fatality because of the failure to hear the warning sounds of imminent danger. Such warning sounds can include the approach of a rapidly moving motor vehicle, or the sound of malfunctioning machinery. For example, Aviation Safety (Anon., 1982), states that hundreds of accident reports have many "say again" exchanges between pilots and controllers, although neither side reports anything wrong with the radios.

Noise can disrupt face-to-face and telephone conversation, and the enjoyment of radio and television in the home. It can also disrupt effective communication between teachers and pupils in schools, and can cause fatigue and vocal strain in those who need to communicate in spite of the noise. Interference with communication has proved to be one of the most important components of noise-related annoyance (EPA, 1974a).

In its Levels Document, EPA determined that a yearly average day-night sound level of 45 dB would permit adequate speech communication in the home, and a DNL of 55 dB would permit

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[12] In a summary of 10 studies, Berger (1983) shows that most hearing protectors in the field provide only one-third to one-half the attenuation that they do in the laboratory.

normal communication outdoors at a distance of about 3 meters.[13] These levels also apply to hospitals and educational facilities. Higher average noise levels would be satisfactory for certain nonresidential spaces, such as commercial and industrial facilities, and inside transportation, depending on the degree to which speech communication is critical. Research over the last 20 years has expanded and refined EPA's criteria development in this area, but has not generated any major changes.

1. Prediction of speech interference

Methods of predicting the amount of speech that can be communicated in various noise backgrounds have been available for decades. Probably the most popular and respected method is the articulation index (AI) (French and Steinberg, 1947), which requires the measurement or estimation of the spectrum level of both speech and noise in 20 contiguous bands. Over the past 2 decades investigators have suggested adjustments to the AI for l13-octave bands, reverberation time, various vocal efforts, etc., and more recently for various degrees of hearing impairment (Humes, et al., 1986 and 1987).

The speech interference level (SIL) (Beranek, 1954) provides a quick method for estimating the distance at which communication can occur for different levels of vocal effort. The current method involves measuring octave-band sound pressure levels at 500, 1,000, 2,000, and 4,000 Hz and referring to a chart to determine the die potential communication distance. The basic chart has been expanded to include such parameters as a broader range of voice levels and provisions for room reverberation (Webster, 1983). Additions to both the AI and the SIL have been proposed by Lazarus (1990), who offers modifications and extensions to account for strain on the part of both talker and listener, and the wearing of hearing protectors.

Another popular method to predict speech communication in a variety of conditions, the speech transmission index (STI), has been developed by a Netherlands research group (Houtgast, 1980; Houtgast and Steeneken, 1983). The STI takes into account room volume and reverberation time, in addition to speech and none levels, and distance between talker and listener. A more recent outgrowth, the rapid speech transmission index (RASTI), represents a simplified version of the STI intended for field use, and is available in an instrument conforming to an international standard (IEC, 1987).

Finally the sound level meter's A-weighting network can be successfully used to predict speech interference levels. It is easy to use, available on virtually all sound level meters, and effective when the noise spectra are not complex.

2. Criteria for speech and warning signals

In addition to the classic work of Beranek and his colleagues (Beranek et al., 1971), Beranek has recently refined the traditional curves to account for the annoyance due to low-frequency "rumble" (Beranek, 1989). New criteria for determining acceptable background levels of noise in rooms are also offered by Lazarus (1986a, 1986b, 1987, and 1990). Lazarus includes in his criteria a variety of parameters such as: type of room, type of communication, communication distance, vocal effort, quality of speech intelligibility, AI, communication strain, listener's hearing sensitivity, and the use of hearing protectors.

Guidelines for audible warning signals have been developed by Patterson (1982). These guidelines, which there originally created for civil aircraft, there later adapted to helicopters and even station-

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[13] These levels represent EPA's identification of safe levels of environmental noise to protect the public health and welfare against all adverse effects of noise with the exception of hearing loss.

ary workplaces like hospitals (Patterson, 1985; Rood et al., 1985). Another set of guidelines for acoustic warning signals has been developed by Lazarus and Hoge (1986), and are based on the compatibility of signal type with various desired or undesired situations.

Although criteria have not yet been developed for speech recognition involving nonnative listeners, experiments by Florentine (1985) and Nabelek (1983) indicate that these individuals need more favorable listening conditions (less background noise and reverberation) than their native- language counterparts. These findings have implications for air traffic control systems.

3. The effect of hearing protectors on speech and warning signal perception

Hearing protectors attenuate both noise and the desired signal by equal amounts in a given frequency band, reducing both to levels where the ear is less likely to distort. This process often improves speech recognition when the level of background noise exceeds 80 to 90 dB. However, because hearing protectors usually provide considerably more attenuation in the high frequencies than in the low frequencies, listeners who have high-frequency hearing losses are at a disadvantage. Many speech sounds and some warning signals will be attenuated beyond the range of audibility. This is especially true of individuals whose losses exceed an average of 30 dB at the audiometric frequencies 2000, 3000, and 4000 Hz (Lindeman, 1976). A potential solution for this problem lies in some newly developed hearing protectors with flat attenuation across the frequency spectrum (Allen and Berger, 1990; Killion et. al., 1988). One type of these protectors has already become popular with orchestral musicians (Killion et al., 1988) and even some rock musicians (Cohen, 1990).

Individuals tend to speak more softly when they wear hearing protectors, and consequently, speech communication is degraded when both talker and listener wear these devices (Hoermann et al,, 1984), Hearing protectors also interfere with the localization of sounds in space, and this is especially true of the ability to localize sounds in the vertical plane while wearing ear muffs (Noble, 1981). Both ear plugs and ear muffs cause these types of problems, but it appears that they are more pronounced with ear muffs (Howell and Martin, 1975; Abel et al., 1982). These findings can have serious implications for safety in some circumstances.

4. Scholastic performance

Noise can disrupt communication in the classroom to the extent that the instructional method used in schools close to airports is sometimes nicknamed " jet pause" teaching. Cohen and Weinstein (1981) have reviewed several studies, which, after controlling for socioeconomic factors, indicate that the academic performance of children in quiet schools is better than that of children in noisy schools.

For example, elementary school children on the side of a school facing train tracks. performed more poorly on a reading achievement test than children in classrooms on the quiet side of the school (Bronzaft and McCarthy,:1975).[14] Cohen and Weinstein also discuss research showing that skills, such as auditory discrimination and reading achievement can be adversely affected when children live in noisy circumstances, even though their schools may be no noisier than average. These latter studies indicate that interference with communication in the classroom is not the only

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[14] Bronzaft reported that in 1978 the city of New York reduced the noise of the elevated train and installed acoustical insulation in the affected classrooms, providing a total reduction in the A-weighted noise level of 6 to 8 dB (Bronzaft, 1981). By 1981, there was essentially no difference. in reading achievement between students on the two sides of the school for the classroom studied.

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process at work here. Possible additional explanations include adverse effects on children's information processing strategies and their feelings of personal control[15] (Cohen and Weinstein, 1981).

5. Summary: Interference with communication

Interference with speech communication and other sounds is one of the most salient components of noise-induced annoyance. The resulting disruption can constitute anything from an annoyance to a serious safety hazard, depending on the circumstance.

Research over the past 2 decades has expanded and refined methods for predicting communication interference, but has not produced any major changes. Numerous adjustments have been suggested for the AI, the SIL has been modified and refined, and a new predictive method, the STI has been added. Criteria for determining acceptable background levels in rooms have also been expanded and refined, and progress has been made on the development of effective acoustic warning signals.

It is now clear that hearing protection devices can interfere with the perception of speech and warning signals, especially when the listener is hearing impaired, both talker and listener wear the devices, and when wearers attempt to locate a signal's source.

Noise can interfere with the educational process, and the result has been dubbed "jet-pause teaching" around some of the nation's noisier airports, but railroad and traffic noise can also produce scholastic decrements.

C. Effects of Noise on Sleep

Noise is one of the most common forms of sleep disturbance, and sleep disturbance is a critical component of noise-related annoyance. A study used by EPA in preparing the Levels Document showed that sleep interference was the most frequently cited activity disrupted by surface vehicle noise (BBN, 1971). Aircraft none can also cause sleep disruption, especially in recent years with the escalation of nighttime operations by the air cargo industry. When sleep disruption becomes chronic, its adverse effects on health and well-being are well-known.

1. Assessing sleep disturbance

Noise can cause the sleeper to awaken repeatedly and to report poor sleep quality the next day, but noise can also produce reactions of which the individual is unaware. These reactions include changes from heavier to lighter stages of sleep, reductions in "rapid eye movement" (REM) sleep, increases in body movements during the night, changes in cardiovascular responses, and mood changes and performance decrements the next day. The accuracy and efficiency with which these effects are measured has been greatly assisted by the use of contemporary computers. The most popular measurement tool nowadays is electro-encephalography, but other methods, such as electrocardiography, electromyography, and electrooculography are also used, as well as clinical observation, self-assessment surveys, and accelerometry to measure the motion of the bed frame.

As a result of many years of research on the effects of noise on sleep, it is clear that intermittent and impulsive noise is more disturbing than continuous noise of equivalent energy, and that meaningful sounds are more likely to produce sleep disruption than sounds with neutral content. Also, older people are more likely to have their sleep disturbed by noise than younger people. In fact, children appear to be about 10 dB less sensitive to noise-induced sleep disruption than adults (Eberhardt, 1990). Sleep disturbance from noise tends to be greater in the early hours of the morn-

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[15] See also the discussion of noise, performance, and behavior in sections D.4, and D.5. below.

ing, when individuals spend more time in lighter sleep stages, and this is particularly true of the elderly.

2. Criteria for sleep interference

In the Levels Document EPA identified an indoor DNL of 45 dB, which translates to a nighttime average sound level of 35 dB, as necessary to protect against sleep interference. However, consensus on the levels of noise that can be tolerated without sleep disruption is incomplete at this time. In an attempt to develop a quantitative model for predicting noise-induced sleep interference, Pearsons et al., (1989) reviewed and analyzed 21 studies. However, the authors there unable to derive dose-response relationships from these studies because of large discrepancies between studies conducted in the laboratory and those conducted in the field.

In a recent review of the noise and sleep research, Griefahn (1990) recommends that the nighttime average sound level be kept below 45 dB in the sleeper's quarters. She cites research by Eberhardt (1987 and 1990; Eberhardt et al., 1987;) and Vallet et al., (1976 and 1990) showing self- reported adverse effects from continual road traffic when the average sound level is 40 dB and physiological responses at an average level of 37 dB. For intermittent road traffic noise, maximum recommended levels for single events (as opposed to average levels) range from 45 to 68 dB, depending on the investigation (Griefahn, 1990). Vallet et al. (1990), recommend maximum outside levels of 65 dB, which, of course, relies on some attenuation by the residence. Griefahn also points out that higher maximum levels can be tolerated if the ambient noise level is not very low, and that the difference between single events and the ambient level should not exceed 8 to 10 dB.

3. After-effects and habituation

Numerous recent investigations have revealed after-effects due to noisy nights. Ohrstrom (1983) found mood changes on the day following nights when the average sound level was as low as 35 dB. Adverse effects on performance, such as increased reaction time, have also been measured (Jurriens et al., 1983), and it appears that older peoples' next day performance is more adversely affected by noise than that of younger people (Griefahn and Gros, 1983).

Although people often believe they get used to nighttime noise, physiological tests point to the contrary. Studies have shown that while the subjective response improves with time, cardiovascular responses remain unchanged (Muzet, 1983). Vallet et al. (1990) conclude that habituation is not complete, even after 5 years of exposure to noise.

4. Summary: Effects of noise on sleep

Noise-induced sleep interference is one of the critical components of community annoyance. It can produce short-term adverse effects, such as mood changes and decrements in task performance the next day, with the possibility of more serious effects on health and well-being if it continues over long periods.

EPA's identified indoor DNL of 45 dB has not been seriously challenged over the past decade, but consensus in this area is lacking. One problem is that different experimenters tend to use a variety of descriptors (DNL, Leq, and maximum single-event levels) and a variety of methods for evaluating the effects (EEG, EKG, self-report, etc.). Perhaps one reason for the lack of clear-cut criteria is that this a complex area to research, requiring considerable time and expense. Another is, of course, a need for more field studies in this area.

D. Effects on Performance and Behavior

EPA did not use the literature on the effects of noise on performance and behavior in the identification of its levels of noise to protect against activity interference. One reason may have been that much of the information at that time related to the occupational setting rather than the general environment. Another may have been the complexity of the topic and the difficulty involved in identifying a single noise level that could apply to a great variety of tasks and conditions. Although these difficulties still pertain, much research has been generated in this area over recent years.[16]

Noise can cause adverse effects on task performance and behavior at work, and in nonoccupational and social settings. These effects are the subject of some controversy, however, since they do not always occur as predicted. Sometimes noise actually improves performance, and sometimes there are no measurable differences between performance in noisy and quiet conditions. The presence and degree of effects depends on a variety of intervening variables.

1. Sensory and motor effects

Experiments on the effects of noise on vision have produced conflicting results, with the suggestion of some effects on visual discrimination (Cohen, 1977). There is evidence, however, that high levels of noise can produce shifts in visual field (Parker, et al., 1976, 1978). High levels of noise can affect vestibular function, especially when the presentation to the two ears is asymmetrical, (or the level of attenuation is greater in one ear) (Harris, 1968). Impulsive or other sudden loud sounds can produce a startle response that does not completely habituate with repeated, predictable exposures (May and Rice, 1971).

2. Noise variables

Sound level is one of the most important parameters when predicting performance effects. The level of noise necessary to produce adverse effects is greatly dependent upon the type of task. Simple tasks remain unaffected at noise levels as high as 115 dB or above, while more complex tasks are disrupted at much lower levels. Until fairly recently, the level of beginning effects was thought to be around 95 dB for most conditions, but a summary of recent research (Jones, 1990) points to effects at much lower levels. Effects on serial reaction tasks have been noted for continuous noise with C-weighted noise levels of 90 dB (Jones, 1983) and for intermittent noise with C-weighted levels of around 80 dB (Lahtela et al., 1986).

Frequency and temporal characteristics also play a part. High-frequency sound is more disruptive titan low-frequency sound, and intermittent noise can affect performance more adversely titan continuous noise of equivalent energy. Aperiodic intermittencies are more likely to produce adverse effects than regular ones, and impulse noise may be even more disruptive. Again the effects are variable, depending upon task complexity and other factors.

Much of the important research in the effects of noise on performance conducted over the last decade has focused on the effects of irrelevant speech.[17] The adverse effects of irrelevant speech appear to be fairly independent of sound level, at least in the 55-95 dB range, and therefore, are not mitigated simply by attenuating them by 10 dB or so (Jones, 1990). It also appears that irrelevant speech affects processes involving memory (e.g., reasoning, mental arithmetic, and problem solving)

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[16] For a comprehensive review of the effects of noise on job performance, see Suter, 1989.

[17] The initial work was performed by Salame and Baddeley (1982, 1983, and 1987), and has been summarized by Jones (1990) at a recent conference in Stockholm.

rather than attention. With respect to reading tasks, however, meaningful speech is more disruptive than meaningless speech (Jones, 1990). These findings have significance for many modern work and school environments, where information processing and exchange is so important, especially those of the "open plan" variety.

3. Task variables

Task complexity has been identified in numerous experiments as a crucial determinant of the effects of noise on performance. Noise exposure usually leaves simple routine tasks unaffected, and can even improve performance of monotonous tasks, presumably by elevating one's level of arousal (Broadbent, 1971). Some tasks, such as tracking and jobs requiring intellectual function, can be momentarily disrupted without decrements in overall performance (Broadbent, 1979). But if the noise level is sufficiently high or if the task becomes more complex, noise will have an adverse effect. When two or more tasks must be performed simultaneously in a noisy environment, performance on the primary task usually remains unaffected, while performance on the subsidiary task deteriorates (Hockey and Hamilton, 1970; Davies and Jones, 1975; Finkleman and Glass, 1970).

4. After-effects

It seems that noise can have even greater effects after than during exposure. The most common after-effect appearing in the experimental literature is a reduced tolerance for frustration, manifested in a series of experiments as a reduction in willingness to persist in trying to solve insoluble puzzles (Glass and Singer, 1972; Percival and Loeb, 1980). This research also indicates that predictability of the noise signal greatly reduces its adverse after-effects (Glass and Singer, 1972). One study found that the type of noise also influenced the after-effect. Aircraft noise modified to produce sudden onsets and offsets resulted in a lower tolerance for frustration after the exposure than white noise that ad been similarly modified (Percival and Loeb, 1980).

5. Effects of noise on social behavior

There is an extensive literature concerning the effect of noise on social behavior, and just a few examples of this research will be discussed here. Singer et al. (1990) point out that noise has been used as a noxious stimulus in a variety of investigations because it produces the same biological and psychological effects as other stressors. In fact, they observe that the effects of noise combined with perceived control have been frequently demonstrated, and these investigations have also been extended to many other situations where the presence of control reliably moderates the effects of stress.[18]

In a frequently-cited laboratory study, Matthews and Cannon (1975) found that fewer subjects there willing to help someone who had "accidentally" dropped materials when background noise levels there 85 dB than when they there 65 dB. In a subsequent field study, the same results there demonstrated in a background of lawn mother noise, and this time the addition of a cast on the "victim's" arm enhanced helping behavior under quiet conditions, but failed to do so during the noise episodes (Matthews and Cannon, 1975). In another such experiment, Sauser et al. (1978) found that subjects recommended lower salaries for fictitious employees when exposed to A-weighted levels of office noise at 70 to 80 dB than in quiet. Broadbent (1979 and 1983) cites additional evidence suggesting that subjects will give each other increased amounts of shock and noise when they themselves are exposed to noise, and also cites evidence that noise increases anxiety levels (Broadbent, 1983).

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[18] Singer et al. (1990) cite the research of Langer and Rodin on the effects of patient control in a nursing home situation.

As mentioned above, the presence of control, or even perceived control, is one of the most important predictors of adverse behavioral effects. Subjects who perceive that they have control over the noise show significantly greater tolerance for frustration than subjects without control, even if the control is never exercised (Glass and Singer, 1972). In a recent experiment, Singer and his colleagues found that subjects who there told that they had control of an A-weighted, 103-dB noise stimulus showed significantly greater persistence on a difficult task than subjects who had no control or subjects that had control for only part of the experiment (Singer et al., 1990). This finding occurred despite the fact that the subjects with only partial control reported feelings of control no different from those with full control. To the extent that these findings can be generalized to populations living in noisy areas, this kind of research may have significant sociological implications.

6. Summary: Effects on performance and behavior

Noise can adversely affect task performance in a variety of circumstances. In the past, research in this area has focused mainly on the occupational setting, where noise levels must be sufficiently high and the task sufficiently complex for performance decrements to occur. Recent research implicates more moderate noise levels, especially when speech is the disruptive noise stimulus. Some research indicates that noise can also produce disruptive after-effects, commonly manifested as a reduced tolerance for frustration, and it appears that the presence and timing of control over the noise are critical to the prediction of after-effects. Even moderate noise levels can increase anxiety, decrease the incidence of helping behavior, and increase the risk of hostile behavior in experimental subjects. These effects may, to some extent, help explain the "dehumanization" of today's urban environment.

E. Extra-Auditory Health Effects

Noise has been implicated in the development or exacerbation of a variety of health problems, ranging from hypertension to psychosis. Some of these findings are based on carefully controlled laboratory or field research, but many others are the products of studies that have been severely criticized by the research community. In either case, obtaining valid data can be very difficult because of the myriad of intervening variables that must be controlled, such as age, selection bias, preexisting health conditions, diet, smoking habits, alcohol consumption, socioeconomic status, exposure to other agents, and environmental and social stressors. Additional difficulties lie in the interpretation of the findings, especially those involving acute effects. For example, if noise raises blood pressure on a temporary basis, will prolonged exposure produce permanent changes? In cases where these effects are permanent but slight, what are the long-term implications? These types of questions and problems have caused this particular area of noise research and criteria development to be very controversial.

1. Theoretical basis

Noise is considered a nonspecific biological stressor, eliciting a response that prepares the body . for action, sometimes referred to as the "fight or flight" response. The physiological mechanism thought to be responsible for this reaction is the stimulation by noise (via the auditory system) of the brain's reticular activating system (Cohen, 1977). Neural impulses spread from the reticular system to the higher cortex and throughout the central nervous system. Noise can, therefore, influence perceptual, motor, and cognitive behavior, and also trigger glandular, cardiovascular, and gastrointestinal changes by means of the autonomic nervous system. Evidence of these effects, however, is not easy to. come by. Despite decades of research and probably hundreds of studies, relatively little can be said with much confidence.

2. Effects on blood pressure

Probably the most attention has been directed toward cardiovascular effects, especially potential elevations in blood pressure. Many studies of the stressful effects of noise have been conducted on rodents and other laboratory animals. the advantage of these studies is that they offer a greater degree of control and it is possible to have longer exposures than with human subjects. The disadvantages are that there is difficulty generalizing to humans, especially with the smaller animals, the expense involved when larger animals are used, and the prevailing public sentiment against animal experimentation.

EPA sponsored one of the most notable animal studies of noise exposure, in which Peterson and his colleagues performed five sets of experiments on the cardiovascular effects of noise on monkeys (Peterson et al., 1978, 1981, and 1983). The stimulus consisted of A-weighted levels of workplace noise at 85 to 90 dB, and the exposures there as long as 9 months. The results showed significant elevations of both systolic and diastolic blood pressure the fact that these changes persisted long after exposure cessation argues for a chronic effect, at least in this case. Unfortunately, an attempt to replicate this experiment with another primate model was discontinued for lack of funding after only two subjects had been exposed (Turkkan, et al., 1983). Relatively few animal experiments have been conducted in this area over recent years.

With respect to laboratory investigations involving human subjects, Rehm (1983) cites six studies showing increases in blood pressure, but questions whether these effects would be permanent. In an attempt to identify more susceptible populations, Michalak et al. (1990) investigated the effects of low-flying aircraft on elderly subjects. Using recorded aircraft sounds, they found significant increases in both systolic and diastolic blood pressure after exposure to the two types of noise, with significantly greater response to the rapid-onset flyover noise. Whether or not these increases would become permanent with protracted exposure is not known.

Field studies of noise and blood pressure among workers or community residents are becoming increasingly popular, but the results are not always consistent. Rehm (1983) has reviewed 14 field studies, mostly of occupational noise exposure, and reports that the majority showed significant increases in either systolic or diastolic blood pressure, or both. Van Dijk et al. (1983), however, reports that six other studies of exposure to occupational noise found no significant differences between exposed and nonexposed groups.

Knipschild and Oudshoom (1977) avoided some of the pitfalls characteristic of epidemiological studies by examining a population near the Amsterdam airport before and after an increase in exposure to aircraft noise, and comparing it to a nonexposed population nearby. The dependent variable was the purchase of certain prescription drugs: tranquilizers, sleeping pills, antacids, and cardiovascular drugs. The investigators found that the use of these drugs in the nonnoise area was essentially stable, whereas the use of most types of these drugs in the area newly impacted by noise increased steadily over the years investigated. This increase was especially noticeable for antihypertensive drugs.

In a more recent review, van Dijk (1990) analyzed 12 cross-sectional studies, with half of them showing a positive relation between noise exposure and blood pressure, and the others no significant effects. Van Dijk criticizes these kinds of investigations for the following kinds of weaknesses: inadequate description of noise and blood pressure measurements; absence or inadequate control of intervening variables; use of hearing loss as a determinant of exposure magnitude; use of hearing. protectors; and questionable interpretation of the results. Part of the problem may be that the investigators often come from only one discipline, when, in fact, a multi-disciplinary team is needed.

Thompson and Fidell (1990) recommend the use of prospective or case-control models, rather than the more convenient cross-sectioned study, and they stress the importance of adequate sample size. They maintain that because any changes in blood pressure resulting from community noise are likely to be small, careful controls, large sample sizes, and at least 5 years of exposure to noise would be nerved to identify significant effects.

3. Effects on blood chemistry

Blood chemistry is also of interest in studies of wire exposure and the cardiovascular system. In the review cited above, Rehm (1983) reports on a series of experiments, both laboratory and field, which show increased levels of the catecholamines epinephrine and norepinephrine. Among them are the series of experiments by Ising and his colleagues (1981a, 1981b, 1981c), showing a connection between noise exposure and magnesium metabolism and humans and animals. According to Rehm, this finding suggests a possible mechanism for cardiovascular effects in that a chronic magnesium imbalance can lead to increased intracellular levels of calcium (in the heart, for instance), which, in turn, can cause vasoconstriction and increases the sensitization for catecholamines.

A large epidemiological study, the Caerphilly and Speedwell Heart Disease Study in England, holds some promise for investigating the effects of road traffic noise (Babisch and Gallacher, 1990). This study of heart disease and a variety of environmental factors uses both the cross-sectional and prospective approaches, and should continue for more than 10 years. The investigators have performed detailed noise exposure measurements. Sample sizes of more than 2000 men have been drawn from both the Caerphilly and Speedwell communities, and controls for age, socio-economic factors, family history, body weight, smoking habits, alcohol, and physical activity have been instituted. Initial results (from the cross-sectional study) indicate significant noise related elevations of serum cholesterol and glucose levels, and plasma viscosity, with an absence of significance for blood pressure or any of the other cardiovascular risk factors. The authors point out that all of the effects there slight, but even small increases, should they prove to be real, would be relevant to the public health.

4. Interactions

Several investigators have suggested that aversion to noise may be more highly correlated with health problems than the noise itself. For example, a study by Rehm (1983) found a significant correlation between noise annoyance and cardiovascular disorders. Her data also suggest that those with existing health problems are more annoyed by environmental factors, such as noise. Similarly, Rovekamp (1983) found that subjects who described themselves as sensitive to noise showed significantly greater noise-induced increases in peripheral vasoconstriction than their "normal" counterparts. Finally, a recent study . of road traffic and aircraft noise failed to show a significant increase in blood pressure resulting from noise, but did show a correlation between the presence of noise and subjective health complaints (Pulles et al.,1990). Differences in effects between noise and non-noise groups there dependent upon the subjects' perceived control over the noise, but independent of noise level.

5. Other adverse effects

Adverse health effects from noise exposure other than cardiovascular effects are even more difficult to isolate. Several studies have investigated the effects of noise on fetal development, with inconclusive results. Some have shown an indication of reduced birth weight or an increase in premature births, but the effects are usually slight, and (except in one case, McDonald et al., 1988), not statistically significant (Rehm and Jansen, 1978; Knipschild et al.., 1981).

The effects of noise on documented mental health disorders are likewise inconclusive. Rehm (1990) cites a series of studies showing increased numbers of psychoneurotic and psychosomatic complaints due to noise exposure, but whether or not these complaints lead to chronic disfunction or illness is not obvious.

6. Summary: Extra-auditory effects

As a biological stressor, noise can influence the entire physiological system. Most effects appear to be transitory, but with continued exposure some effects have been shown to be chronic in laboratory animals. Probably the strongest evidence lies in the cardiovascular effects. However, many studies show adverse effects, while many others show no significant differences between experimental and control populations.

Undoubtedly because of the lack of consistent evidence in thin area, EPA could not use data on extra-auditory health effects in its identification of safe levels of environmental noise. Instead, this subject was relegated to a brief discussion in an appendix in the Levels Document. Although considerable attention was devoted to this topic at the international conference in Yugoslavia, and some coverage was given in the 1973 Criteria Document, the evidence was far from sufficient and much too complex to enable the formulation of dose-response relationships. Later, EPA did fund some promising research in this area (Hattis and Richardson, 1980; Peterson et al., 1978, 1981, 1983; Turkkan, 1983), some of which has clearly demonstrated adverse cardiovascular effects at noise levels typical of occupational settings.

In the interim, there has been considerable European research activity in this area, but nearly 20 years later, criteria are still lacking. What is available, however, should give public policymakers as well as noise producers some reason for concern, especially in situations where those impacted by the noise have no control over or perceive they have no control over their exposures.

F. Annoyance

Annoyance is the measured outcome of a community's response to survey questions on various environmental and other factors, such as noise exposure. Although annoyance in individuals is sometimes measured in the laboratory, field evaluations of community annoyance are most useful for predicting the consequences of planned actions involving highways, airports, road traffic, railroads, or other noise sources. Factors directly affecting annoyance from noise include interference with communication and sleep disturbance, which have been discussed in earlier sections. Other less direct effects are disruption of one's peace of mind, the enjoyment of one's property, and the enjoyment of solitude. The consequences of noise-induced annoyance are privately felt dissatisfaction, publicly expressed complaints to authorities, and potential adverse health effects, as suggested above.

"Annoyance" has been the term used to describe the community's collective feelings about noise ever since the early noise surveys in the 1950s and 1960s, although some have suggested that this term tends to minimize the impact. While "aversion" or "distress" might be more appropriate descriptors, their use would make comparisons to previous research difficult. It should be clear, however, that annoyance can connote more than a slight irritation; it can mean a significant degradation in the quality of life. This represents a degradation of health in accordance with the WHO's definition of health, meaning total physical and mental well-being, as well as the absence of disease.

1. Predicting annoyance for public policy purposes

To facilitate the development of criteria and public policy, Schultz (1978) summarized and analyzed a large number of studies of community annoyance from aircraft, road traffic, and railroad noise. As

part of this effort, Schultz made several simplifying assumptions, among them that the percentage of the population determined to be "highly annoyed" would be the only parameter plotted as a function of day-night average sound level. The resulting curve portrays annoyance as independent of noise source, and it has been dubbed the Schultz curve.

Recently, Fidell et al. (1991) reanalyzed the original data used by Schultz, adding new data from it community noise surveys. The resulting function shows slightly greater annoyance in the range between DNLS of 51 dB and 72 dB, and slightly less annoyance above about a DNL of 76 dB than the original curve. In general, the two curves are fairly close, indicating that the new studies have not drastically altered the prediction of community annoyance, at least when reactions to various noise sources are plotted together. When annoyance from various noise sources is analyzed separately, however, the new data are quite revealing, as will be discussed below.

Although it has been used internationally in the formation of noise policy, the Schultz curve has been the subject of much debate (Kryter, 1982a, 1982b; Griffiths, 1983). For example, Griffiths (1983) criticizes Schultz for treating attitudinal data categorically (highly annoyed or otherwise) rather than scaling it, for failing to analyze the distribution of annoyance, for assuming a fixed threshold for noise-related annoyance, and for choosing such an extreme criterion as highly annoyed. Perhaps because of these reasons, as well as a number of others, researchers and policymakers are beginning to examine alternatives to the Schultz curve for predicting community annoyance from noise.

2. Metrics

The metrics most commonly used to describe the relationship between noise and community annoyance are the equivalent continuous sound level, and the day-night average sound level (DNL), composite ratings based on the A-weighted sound level. The DNL is used almost exclusively for airport planning in the U.S., but this practice has recently been called into question. For example, the importance of communication and relaxation in the evening hours has been recognized (in California and occasionally in Europe) by the use of the community noise equivalent level (CNEL), a metric that includes a 5-dB penalty for noises occurring between 7:00 and 10:00 pm as well as the 10-dB nighttime penalty (California Code of Regulations, 1990). In a study of the communities surrounding two French airports, residents expressed the greatest annoyance during the hours between 7:00 and 11:00 pm (Francois, 1977).

Some authorities are considering the use of the sound exposure level (SEL) for evaluating the effects of single events, such as aircraft flyovers (EPA/FAA, 1990). The importance of other parameters are also being considered, such as rise time (or onset time) as an indicator of the annoyance from low-flying military aircraft (Harris, 1989). Officials from the U.S. Forest Service report that their agency has begun to use an aircraft detectability criterion to site recreational facilities (Harrison et al., 1990).

3. Criteria

Community annoyance resulting from noise-induced activity interference was one of the most important considerations in EPA's identification of an outdoor DNL of 55 dB as the "safe" level of environmental noise (EPA, 1974a). Some years later, a Federal Inter-Agency Committee on Urban

Noise (FICUN) developed guidelines for considering noise in land-use planning and control (DOT, 1980).[19]

In its noise zone classification table, "minimal" exposures to noise there defined as DNLS below 55 dB, and between DNLS of 55 and 65 dB, the exposures there labeled "moderate." However, all of these exposures there considered "acceptable" according to land-use planning standards specified by the Department of Housing and Urban Development (HUD). No research was cited to support these conclusions. In a footnote, FICUN stated the following:

HUD, DOT and EPA recognize Ldn = 55 dB as a goal for outdoors in residential areas in protecting the public health and welfare with an adequate margin of safety (Reference: EPA "Levels" Document.) However, it is not a regulatory goal. It is a level defined by a negotiated scientific consensus without concern for economic and technological feasibility or the needs and desires of any particular community.

The Department of Transportation's Federal Aviation Administration (FAA) has adopted a DNL of 65 as the point above which residential land-use becomes "normally unacceptable." Below this level, the FAA does not require airport authorities to draw noise contours or discuss the impact of airport noise on the surrounding communities for purposes of compatibility planning or to receive grants under the Part 150 program.[20] Thus, public policy decisions, at least on the federal level, have not considered the annoyance of individuals living in the DNL 55-65 dB range.

Recent research confirms the findings of earlier investigations relied upon by the EPA, that annoyance is often generated at day-night average sound levels well below 65 dB (Fidell et al., 1985; Fidell et al., 1991; Hall et al., 1981). Figures 4 and 5 from Fidell et al. (1991) portray the responses from surveys of two mid-sized airports in California: Burbank Airport and the Orange County Airport. The percentage of respondents highly annoyed is depicted as a function of DNL, and compared to the Schultz curve. Both studies show significantly greater numbers of people highly annoyed than would have been predicted by the Schultz curve. For example, at 60 dB, as many as 70 percent of the Burbank population described themselves as highly annoyed and some 40 percent near the Orange County Airport.

Presumably because of this kind of evidence, another interagency task force has convened to discuss the extent to which day-night average sound levels below 65 dB should be taken into account in assessing the impact of aircraft/airport noise, and to examine the possible need for a single-event metric to supplement the DNL (EPA/FAA, 1990).[21]

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[19] FICUN was an ad-hoc interagency panel composed of representatives from EPA, FAA, HUD, the Department of Defense, and the Veterans Administration. In 1990 another such group, the Federal Interagency Committee on Noise (FICON) has been activated (focussing mainly on aircraft noise), but a report has not been published to date.

[20] Part 150 studies are conducted at airports where the noise generated by airport construction or expansion is potentially incompatible with the surrounding community. These studies must follow the procedure set out by Federal Aviation Regulations (FAR) Part 150.

[21] The U.S. EPA and FAA put together an intragency agreement to examine the extent to which single event analyses and information beyond the Ldn = 65 contour provide useful additions to current methods of evaluating potential airport noise impacts. Under this agreement, a contractor would identify eight existing airports and perform a quantitative analysis using existing data. No new annoyance data would be developed.

4. Sources

The sources of noise producing community annoyance are primarily aircraft, road traffic, and railroad noise, although noise from industry, construction, and within buildings can also be problematical. The leading offenders are usually aircraft and road traffic noise, although the hierarchy depends upon many factors, such as urbanization, numbers of noise events, and proximity to the sources. Recent research indicates that, despite equivalent noise levels, some sources of community noise are more annoying than others, providing further indication that the Schultz curve cannot be valid for all circumstances.

Treating annoyance from all sources with one predictive curve provokes the hoards of oversimplification. De Jong (1990a) reports that an analysis of Dutch studies carried out over the previous 15 years showed that aircraft and highway noise produced considerably more annoyance than equivalent levels of train, tramway, and urban road noise (Miedema, 1988). The divergence was particularly pronounced at high noise levels. The fact that aircraft generate more annoyance than surface transportation is portrayed dramatically in the analysis described above by Fidell et al. (1991), where annoyance related to mid-sized airports appears substantially greater than that predicted by the Schultz curve, while annoyance from urban sources, such as trains, trams, and street traffic, is considerably less than that predicted by the Schultz curve.[22] Figures 6 and 7, also from Fidell et al. (1991), depict data from British and Swedish railroad studies, showing somewhat less annoyance from these sources in relation to the Schultz curve.

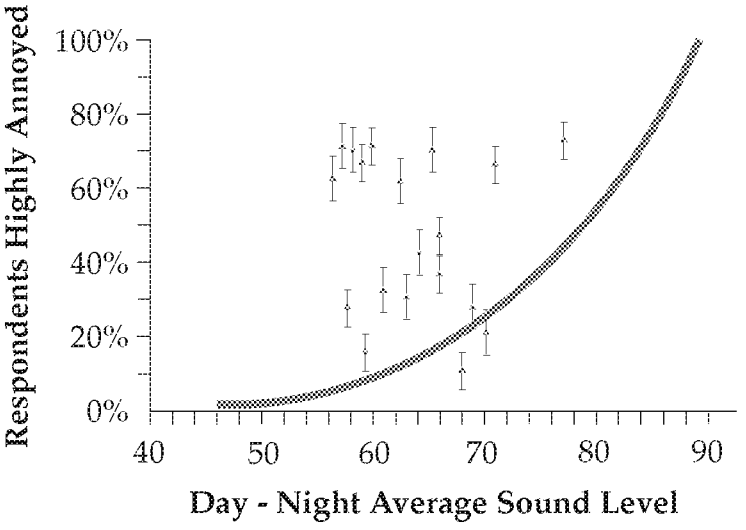

Relationship of data from Burbank Airport Study to 1978 synthesis (Schultz) curve, showing percentage of respondents highly annoyed as a function of day-night average sound level. (After Fidell et al. 1991)

[22] See also Fidell et al. (1985), Hall et al. (1981), and de Jong (1990).

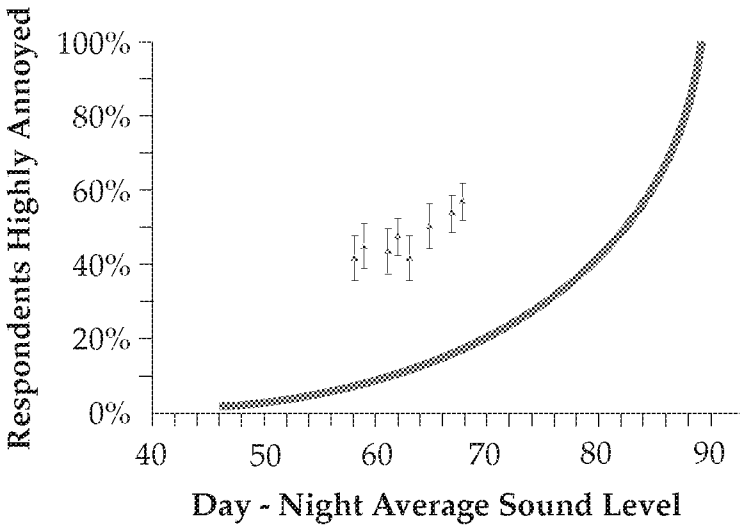

Figure 5
Relationship of data from Orange Country Airport Study to 1978 synthesis (Schultz) curve, showing percentage of respondents highly annoyed as a function of day-night average sound level. (After Fidell et al., 1991).

The explanation for these source-related differences is not necessarily that aircraft noise is inherently more annoying than surface transportation noise. It may be related to differences in people's criteria for responding to various noise sources (de Jong, 1990b; Green and Fidell, 1991). Or it may be caused by differences in sensitivity which are actually biologically based.[23] Green and Fidell (1991) point out that this evidence does not discredit the predictive validity of the DNL, but suggest that communities adopt a more sensitive criterion when evaluating the impact of aircraft noise.[24]

Impulse noise also appears to be more annoying than continuous noise of equivalent energy, and various penalties have been proposed ranging from 0 dB at relatively high ambient noise levels of about 67 dB, to 10 dB at ambient levels as low as 35 dB (Rice, 1983). Vos and Smoorenburg (1983) have recommended a formula for computing the impulse noise penalty, taking into account the type of noise source, the signal level, and the ambient noise level.

As de Jong points out (1990b), most people are exposed to some combination of noise sources, posing a very complex predictive problem. Several models for predicting noise annoyance from complex sources have been proposed, but most fail to solve the difficult theoretical problems involved (de Jong cites Berglund et al., 1981, and Miedema, 1985). Among the groups working on these models are the Institute for Sound and Vibration Research in England, and the Netherlands' Organization for Applied Scientific Research, TNO.

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[23] De Jong (1990b) cites the work of Di Nisi et al. (1987) and Ising, et al.(1981b) to support this theory.

[24] Green and Fidell found a difference of 5.2 dB bettheen the noise levels at which the same percentage of people are highly annoyed by aircraft noise versus noise from surface transportation.

5. Nonacoustics variables

Although it is dear that community annoyance is positively correlated with noise exposure level, other variables also appear to be important, such as ambient noise level, time of day and year, location, and socioeconomic status. None of these other variables, however, is as powerful as the attitude of the residents surveyed. This is a good example of the fact that the human being is not a black box, where the effect is a simple consequence of the input. In a recent analysis of 280 social surveys, Fields (1990) examined 17 hypotheses as they relate to community annoyance from noise. Besides noise exposure level, the only variables Fields identified as strongly correlated with noise annoyance there the attitudinal hypotheses: (1) fear that the noise source might be a danger to the neighborhood, (2) belief that the noise is preventable, (3) awareness that non-noise problems are associated with the noise source, (4) stated sensitivity to noise, and (5) belief that the economic activity represented by the source is not important for the community.

6. Habituation

The evidence is fairly dear that so long as the stimulus remains the same, noise annoyance does not subside over time (e.g., Fields, 1990). Griffiths (1983) cites studies showing no habituation for highway noise 4 months to 2 years after the opening of new routes. De long (1990) found that annoyance in a previously surveyed community increased by 10 percent with no change in noise levels. He suggests that this increase could represent a shift of internal criteria due to increased publicity and other factors, or perhaps an increase in physiological sensitization.

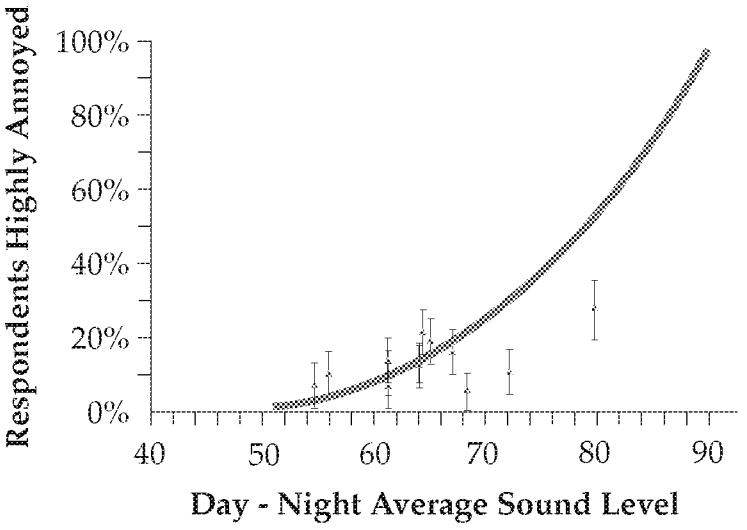

Figure 7 - Relationship of data from Swedish Railroad Study to 1978 synthesis (Schulz) curve, showing percentage of respondents highly annoyed as a function of day-night average sound level. After Fidell et al, 1991).

There has been very little study of the effects of noise-related annoyance on general health, although this would appear to be a fertile field. The study mentioned in section E.4, above by Rehm (1983) suggests a relationship between annoyance and cardiovascular disorders. Likewise, another study indicates a connection between noise and subjective health complaints (Pulles, et al., 1990). De Jong (1990a) refers to the recent use in Germany of the concept of "substantial annoyance" as a

predictor of possible health damage.[25] He recommends the development of an integrated theory of noise effects "to uncover the relationships among medical, physiological, behavioral, and ecological effects of environmental noise. " (de Jong, 1990a, p.520)

8. Summary: Annoyance

Annoyance can be viewed as the expression of negative feelings resulting from interference with activities, as well as disruption of one's peace of mind and the enjoyment of one's environment. Although this reaction can run the gamut of mild irritation to extreme distress, only responses categorized as "highly annoyed" (and greater) have been used to measure the impact of noise on communities. The most respected and widely used criterion to assess community annoyance in the U.S. has been the Schultz curve, although this criterion has been the subject of heated debate. Several recent studies indicate that the Schultz curve underestimates annoyance due to aircraft noise and overestimates annoyance from the noise of urban traffic and trains, leading to the conclusion that annoyance from these categories should be assessed separately. In addition, there has been growing interest in supplementing the traditional DNL with a descriptor for single events.

EPA's Levels Document identified the outdoor level to protect against activity interference as a day-night average sound level of 55 dB. This identification was not to be construed as a standard or regulation,[26] but as information to aid states, localities, and the general public. Later, an interagency task force identified average levels between 55 and 65 dB as "acceptable" for purposes of land-use planning. The DNL 65-dB criterion, which has been applied particularly to airport noise assessments, is now being reconsidered by another interagency task force.

There is evidence that impulse noise is more annoying than continuous noise of equivalent energy, and various correction factors have been proposed to account for the difference. In addition, most people are exposed to a combination of noise sources, and models for predicting the resulting annoyance are in the formative stages.

The most important variables other than noise exposure level relate to people's attitudes about the noise, such as fear of possible danger, stated sensitivity, and the belief that the noise is preventable. Finally, it appears that noise-related annoyance does not subside over time.

VI. Conclusions

Noise has a significant impact on the quality of American life. There is no evidence that the impact has diminished in the years since ONAC was abolished. Rather, it appears that the impact is at least as great, and most probably greater, than it was 10 years ago, due to population growth, especially in urban areas, and the proliferation of certain noise sources.

A considerable amount of noise effects research has been conducted over the last decade, much of it taking place in the European nations where governmental concern about noise is greater than it is in the U.S. at this time. These studies have expanded the knowledge base and filled certain gaps. Many of them suggest important interrelationships between the various noise effects that remain largely unexplored. For example, perceived control over noise appears to decrease its adverse effects on the subsequent performance of certain tasks. The concept of control also has a bearing on annoyance from noise, as do several other nonacoustic factors. Annoyance appears to be related to

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[25] De Jong cites Jansen (1986).

[26] See Foreword, Levels Document (EPA, 1974a).

extra-auditory health effects, and chronic sleep interference, which is a component of annoyance, can have adverse effects on health and well-being.

All of these effects are, to a varying degree, stress related. Nowadays there is increasing evidence in the medical literature on the relationship between stress and illness, one which is often exacerbated by lack of control.

Cumulatively, this evidence suggests the potential for a unifying hypothesis that may well explain some of the health effects that have been observed in connection to noise exposure, but have usually been dismissed because of the absence or insufficiency of direct cause and effect relationships. Such a hypothesis, however, can only be validated by a new interdisciplinary approach, one which takes a broader and somewhat different perspective than is currently employed. This approach could very well provide the key to understanding a great deal more about the general impact of noise on society, and the extra-auditory effects in particular.

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SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

THE HEALTH EFFECTS OF AIR POLLUTION ON CHILDREN

Fall 2000

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Introduction

Air pollution has many effects on the health of both adults and children. The purpose of this article will be to examine what is known about how air pollution affects health, especially children's.

Over the past several years the incidence of a number of diseases has increased greatly. Asthma is perhaps the most important disease with an increasing incidence, but other diseases, such as allergic reactions, bronchitis and respiratory infections also have been increasing. The cause of these increases may be due at least in part to the effects of air pollution. This review will address the following questions:

1. Why are children more susceptible to the effects of air pollution than adults?
2. Which air pollutants have the greatest impact on the health of children and adults?
3. What can be done to reduce the effects of air pollution on children's health?

Why are Children More Susceptible to Air Pollution Than Adults?

In many health effects research studies, children are considered as if they were small adults. This is not really true. There are many differences between children and adults in the ways that they respond to air pollution. For example, children take in more air per unit body weight at a given level of exertion than do adults. When a child is exercising at maximum levels, such as during a soccer game or other sports event, they may take in 20 percent to 50 percent more air -- and more air pollution -- than would an adult in comparable activity.

Another important difference is that children do not necessarily respond to air pollution in the same way as adults. Adults exposed to low levels of the pollutant ozone will experience symptoms such as coughing, soreness in their chests, sore throats, and sometimes headaches. Children, on the other hand, may not feel the same symptoms, or at least they do not acknowledge them when asked by researchers. It is currently not known if children actually do not feel the symptoms or if they ignore them while preoccupied with play activities.

This probably does not mean that children are less sensitive to air pollution than adults. There are several good studies that show children to have losses in lung functions even when they don’t cough or feel discomfort. This is important because symptoms are often warning signals and can be used to trigger protective behavior. Children may not perceive these warning signals and might not reduce their activities on smoggy days.

Children also spend more time outside than adults. The average adult, except for those who work mostly outdoors, spends most of their time indoors -- at home, work, or even at the gym. Children spend more time outside, and are often outdoors during periods when air pollution is at its highest.

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The typical adult spends 85 percent to 95 percent of their time indoors, while children may spend less than 80 percent of their time indoors. Children may also exert themselves harder than adults when playing outside.

Perhaps the most important difference between adults and children is that children are growing and developing. Along with their increased body size, children's lungs are growing and changing, too.

The Lung's Important Role in Health
The lung is an extremely complex organ. While most organs in your body are made up of a few different types of cells, the lung contains more than 40 different kinds of cells. Each of these cells is important to health and maintaining the body's fitness.

Air pollution can change the cells in the lung by damaging those that are most susceptible. If the cells that are damaged are important in the development of new functional parts of the lung, then the lung may not achieve its full growth and function as a child matures to adulthood. Although very little research has been conducted to address this extremely important issue, this review will discuss the information that is available.

USC Children's Health Study
Recent results from the Children's Health Study, conducted by investigators at the University of Southern California, suggest that children with asthma are at much greater risk of increased asthma symptoms when they live in communities with higher levels of ozone and particles and participate in three or more competitive sports. Having said all this, the purpose of this review is not to discourage children or adults from normal daily activities and outdoor exercise. Exercise has very important, beneficial outcomes. Appropriate exercise and prudent exposures of children and adults should be encouraged even in an environment that may always contain some amount of air pollution.

Which Air Pollutants Have the Greatest Impact on the Health of Children and Adults?

Ozone

Ozone is one of the most important air pollutants affecting human health in regions like Southern California.

Ozone (O_3) is a molecule built of three atoms of oxygen linked together in a very energetic combination. When ozone comes into contact with a surface it rapidly releases this extra force in the form of chemical energy. When this happens in biological systems, such as the respiratory tract, this energy can cause damage to sensitive tissues in the upper and lower airways.

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Ozone formation

Because ozone forms as a product of solar energy and photochemical reactions of pollutants, it is not surprising that the highest concentrations of ozone in the atmosphere occur when sunlight is most intense. Thus, ozone generally reaches peak levels during the middle of the day in the summer months. These types of air pollution patterns are called diurnal and seasonal variations. The following graph shows that ozone levels in the San Bernardino Mountains are highest in the summer and fall, and peak in the late afternoon.

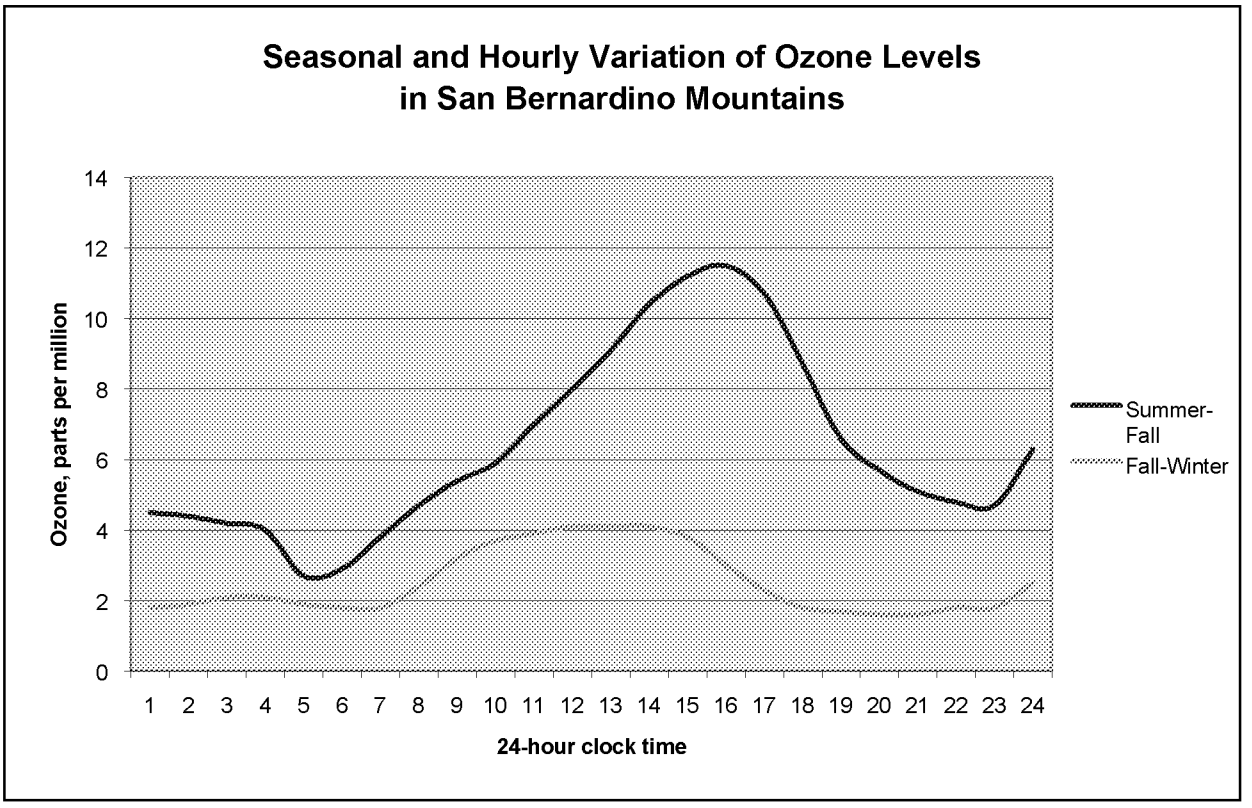

Ozone Air Quality Standards

Federal and state agencies have set air quality standards for ozone. An ozone level greater than 0.08 parts per million (ppm) averaged over eight hours is considered unhealthful. This level has been set because both laboratory and community studies have demonstrated measurable effects of ozone at or above that threshold.

The effects of ozone on people include:

- irritation of the nose and throat;
- increased mucus production and tendency to cough;
- eye irritation and headaches for some; and
- during severe episodes, chest pain and difficulty taking a deep breath without coughing.

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How Ozone Damages Lungs

What happens when you breathe air that is contaminated with ozone? Like oxygen, ozone is soluble in the fluids that line the respiratory tract. Therefore some ozone can penetrate into the gas-exchange, or alveolar, region of the deep lung.

The following photos show how ozone affects the sensitive tissue in the deep lung. The pictures are from the lungs of rats exposed to ozone in a laboratory under carefully controlled conditions. The human lung is similar --although not identical -- to the rat's lung in terms of the types of cells and the overall structure of the alveolar region.

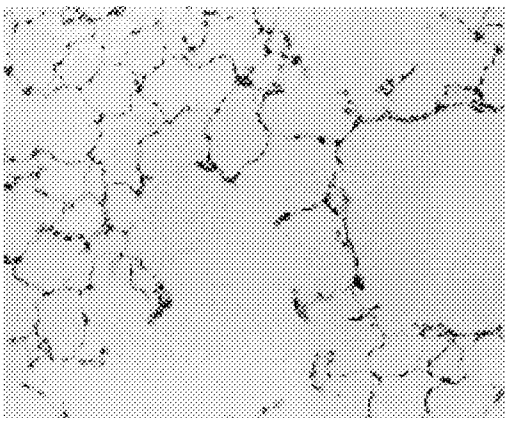

Figure 1

Figure 1 shows a magnified view of the structure of the normal gas-exchange region of the lung. It is called the gas-exchange region because oxygen inhaled from the air is transferred to the hemoglobin in blood in small blood vessels located inside the thin walls separating the alveolar air spaces.

At the same time, carbon dioxide, produced by normal metabolism and dissolved in the blood, is excreted into the air and expired when you breathe out.

The walls of a normal alveolus are very thin. There are only two layers of cells and a thin interstitial matrix separating the air in the alveolar space, or lumen, from the fluid inside the blood vessels. The cells that line the healthy alveoli are mostly very broad and very thin, and are called Type I lung cells or Type I pneumocytes. This provides a very large surface area across which gases can be efficiently transported.

Figure 2 shows the effects of breathing 0.2 ppm ozone for 4 hours. In Southern California air pollution levels can approach 0.2 ppm -- a Stage 1 ozone alert -- during the smoggiest summer days. The photo shows evidence of additional cells, called macrophages, and some material that may be fragments of ozone-injured alveolar wall cells inside the alveolar space.

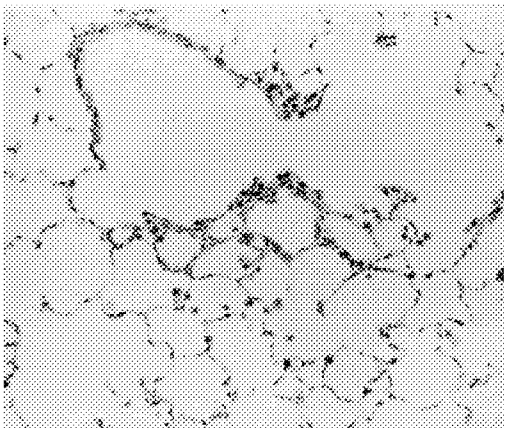

Figure 2

Macrophages are immune system cells that respond to the injury of the delicate cells that line the alveolar lumen. These macrophages play important roles in protecting the lungs from inhaled bacteria,

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fungi and viruses, and are also important in helping to repair lung tissue injury caused by inhaled pollutants.

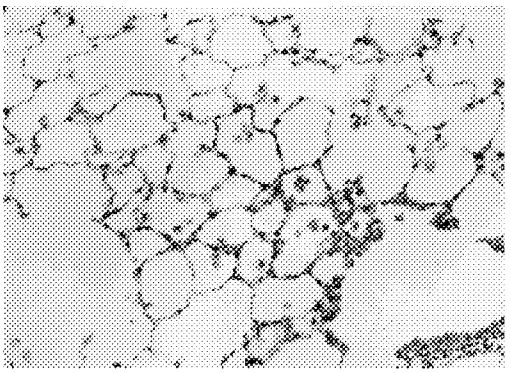

Figure 3

Figure 3 shows more extensive damage following exposure a higher concentration of ozone, 0.6 ppm. The alveolar walls are thicker and there is evidence of cells infiltrating within the walls. There are more macrophages in the alveolar spaces and the thin, Type I cells have been damaged and replaced with thicker Type II, almost cube-shaped cells that are more resistant to the toxic effects of ozone. All of these changes occurred within 48 hours after exposure. If exposure continues for more than three days, the evidence of cell injury seems to be reduced, except for the continuing presence of the Type II cells.

Is Ozone-Related Lung Damage Permanent?
People actually report that the symptoms they feel when first exposed to ozone seem to go away, even though their exposure continues.

Following ozone injury, if the lung is not exposed to ozone for approximately five to seven days, it can for the most part repair itself provided the injury is not too extensive. However, long-term studies with laboratory animals have shown that there may be residual and in some cases permanent damage. This damage might be thought of as accelerated aging of the lung. Thus, frequent exposures to ozone can cause transient damage. The lung's defenses can repair most but probably not all of that damage within a relatively short time in most healthy individuals.

Research and Air Quality Standards
Health scientists probably know more about the effects of ozone on human health than about any other pollutants. This is because ozone is pervasive in the environment. Also there are excellent methods of measuring ozone so the pollutant can be studied using epidemiological methods. The findings of these epidemiological studies can be verified using well-controlled laboratory studies with human volunteers and laboratory animals. Thousands of scientific papers on the health effects of ozone have been published and these have been critically reviewed in documents that provide the scientific basis for National and State Ambient Air Quality Standards. (Ambient refers to outdoor air.)

These so-called Criteria Documents are important because they are extensively reviewed by scientists, public agencies, industry representatives, environmental groups such as the American Lung Association and the Natural Resources Defense Council,

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and the public. National and state ambient air quality standards set the goals for healthy air quality in Southern California and across the country.

Based upon the most recent studies, it is now apparent that ozone plays an important role in causing acute health effects, such as heightening asthma symptoms and developing bronchitis symptoms.

The role of ozone in producing long-term or chronic effects is less clear, at least from the available epidemiological studies. However, laboratory animal studies suggest that there can be long-term consequences.

How to Reduce Ozone Exposure
The U.S. Environmental Protection Agency (EPA) has recommended that ozone should not exceed 0.08 ppm averaged over an 8-hr period. When ozone exceeds this level, active children and adults, those with respiratory disease such as asthma, and other people with unusual susceptibility to ozone should limit prolonged outdoor exposure.

Incidentally, personal tobacco smoking during periods of high ozone exposure doubled the risk of asthmatic individuals needing to go to the emergency room for treatment of asthma symptoms.

Carbon Monoxide

Carbon monoxide (CO), a colorless, odorless gas, is a byproduct of combustion.

When inhaled, carbon monoxide reacts very rapidly with hemoglobin in the blood, preventing uptake and transport of oxygen. Because carbon monoxide readily and firmly attaches to hemoglobin, it stays in the blood for a relatively long time. Thus, during an exposure carbon monoxide concentrations in blood can rise in a matter of minutes, then stay high for hours.

Who is Most Sensitive to the Health Effects of Carbon Monoxide?
Most of the health effects directly associated with carbon monoxide are most likely due to decreases in oxygen delivery to vital organs such as the heart and the brain.

People with heart disease may be especially sensitive to the effects of carbon monoxide. In addition, people with lung diseases that limit efficient use of inhaled oxygen, such as asthma and emphysema, may also be susceptible. Even in people without heart or lung diseases, reduced delivery of oxygen to skeletal muscles, especially during exercise, can reduce the ability to perform strenuous work.

At high levels of carbon monoxide exposure, impaired delivery of oxygen to the central nervous system can reduce the ability to respond quickly to external stimuli. After exposures that convert 5 percent to 10 percent of the circulating hemoglobin to carboxyhemoglobin (COHb), people's ability to recognize and react to flashes of light in a test system are reduced. At 10 percent to 30 percent carboxyhemoglobin, nausea,

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headaches, unconsciousness, and sometimes death can result. The severity of symptoms increases with the concentration of carboxyhemoglobin.

Air Quality Standards for Carbon Monoxide
Both the EPA and the State of California have set air quality standards for carbon monoxide based on the results of epidemiological and laboratory findings. Ambient levels of carbon monoxide should not exceed 9 ppm, when averaged over an 8-hour interval, and should not exceed 20 ppm in any one-hour period. (The USEPA has a slightly higher 1-hour standard of 35 ppm).

Sources of Carbon Monoxide
The major sources of carbon monoxide pollution are automotive exhaust and emissions from large industrial combustion sources such as electrical power plants. Because these sources produce many contaminants in addition to carbon monoxide -- such as fine particles and nitrogen oxides -- it is often difficult to isolate the health effects of ambient carbon monoxide from those of other pollutants.

In addition to carbon monoxide generated outside, there are also important indoor sources of the pollutant. The most important of these are combustion sources such as gas ovens, gas burners, water heaters, and heating systems. However, in most cases emissions from well-maintained and vented gas appliances are small.

Tobacco smoking is a more significant source of carbon monoxide. Tobacco smoke can contain very high concentrations of carbon monoxide (1,000 ppm to 50,000 ppm). Carbon monoxide levels in the homes of children whose relatives smoke tobacco products can be higher than the carbon monoxide levels outdoors.

Health Effects of Carbon Monoxide
There are hundreds of cases per year of deaths or severe illness due to carbon monoxide poisoning from faulty appliances, indoor emissions of automobile exhaust and industrial exposures. These cases show that carbon monoxide poisoning causes symptoms very similar to those of the flu. In fact, the true number of cases is not really known because many people may have been poisoned slightly and thought that they were just fighting off a cold or the flu. Thus it is very important to make sure that home appliances are well-maintained and that all combustion sources are properly vented to the outdoors.

Epidemiological studies have shown significant association between several health effects and carbon monoxide, although as mentioned earlier it is difficult to completely isolate carbon monoxide's effects from those of other air pollutants.

For example, asthmatic children in Taiwan who were exposed to high levels of traffic-related air pollution -- using carbon monoxide and nitrogen dioxide as marker compounds-- reported more respiratory symptoms than children with lower exposures.

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A study of physician office visits in London showed associations between air pollution and doctor visits for asthma and other lower respiratory disease. For children, levels of nitrogen dioxide, carbon monoxide, and sulfur dioxide were associated with increased numbers of medical consultations. However, in adults, the only consistent association was with levels of airborne particles. This suggests that children and adults might respond differently to pollution exposures.

Prenatal Effects of Carbon Monoxide

Carbon monoxide may also have prenatal effects. Pregnant women who were exposed to high levels of ambient carbon monoxide (5 ppm to 6 ppm) were at increased risk of having low birth-weight babies. It has long been known that women who smoke cigarettes during pregnancy have low birth-weight babies, but this is the first study of similar findings in women exposed to environmental carbon monoxide.

Babies exposed to carbon monoxide during the maturation of their organs may suffer permanent changes to those organs. Studies using newborn rats showed that carbon monoxide exposure could cause changes in the heart muscle tissue. This is turn could increase the severity of effects of artery constrictions when they became adults. Other animal studies have shown that long-term carbon monoxide exposure can contribute to a disease called ventricular hypertrophy, in which the cells of the heart's ventricle chambers are enlarged and possibly weakened.

Airborne Particles

Particles, including nitrates, sulfates, carbon[1] and acid aerosols[2] are a complex group of pollutants.

Unlike ozone, which has a specific chemical composition, airborne particles vary in size and composition depending on time and location. Although the components of particles may have common sources, the types and amounts of particles collected at any one time and location may be unique.

To add to the problem, gaseous pollutants including ozone, sulfur dioxide, nitrogen dioxide and carbon monoxide often are present in the atmosphere at the same time as are particles. It is not always possible to clearly differentiate between the health effects of the gases, the particles, and possibly the combination of particles and gases. This complexity presents a tremendous challenge to the scientific community and to public in trying to understand how inhaled particles affect human health.

The Challenge of Measuring Particle Pollution

Precisely measuring particulate pollution is more difficult and labor intensive than measuring gaseous pollutants such as ozone. For this reason, particle concentrations are not measured on a daily basis in most communities. Frequently, they are measured once every six days.

[1] Both elemental and organic. Elemental carbon is pure carbon from combustion sources, including diesel particulate. Organic carbon is a semi-volatile hydrocarbon from combustion and some evaporative sources.
[2] Aerosol is the scientific term used to describe particles suspended in a fluid, such as air.

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Particle samples are collected on filters that are then weighed. Particle concentrations are reported in terms of micrograms of particles per cubic meter ($\mu g/m^3$) of collected air.

Originally, the particle samples were relatively indiscriminate with respect to particle size and often contained very large particles. These large particles contributed a great deal to the weighed particle mass, but might not have been very important with respect to lung health. This is because most of the particles were too large to penetrate through the nasal and head airways to reach the lung. A more health-related sample was needed.

After a great deal of scientific consideration it was decided that particulate matter with aerodynamic diameters[3] less than or equal to 10 microns (µm) should be collected. Ambient air quality standards were developed for this material, which is called PM_{10}.

Sources of Particle Pollution

Researchers noted that the sources of relatively large-size particles (greater than 3 microns in aerodynamic diameter) were quite distinct from the sources of particles less than 1 micron in diameter.

The larger, so-called "coarse" particles are mostly produced by mechanical processes, such as automobile tire wear on the road, industrial cutting, grinding and pulverizing processes and re-suspension of particles from the ground or other surfaces by wind and human activities. The chemical composition of coarse particles may be somewhat similar to the chemical composition of soil in that area, along with industrial compounds from activities such as mining or smelting operations. The coarse fraction of urban aerosols also contains bits of plants, molds, spores and some bacteria. Thus the characteristics of the coarse particles may vary greatly in different communities.

In contrast, the smaller or so-called "fine" particles in the urban aerosol come from combustion sources, such as power plants, automobile, truck, bus and other vehicle exhaust or from the reactions that transform some of the pollutant gases into solid or liquid particles. These distinctions may be important because the current air pollution health effects literature suggests, although not with certainty, that for some key health effects the fine particles are more important than the coarse particles. These findings have led EPA to propose a new nationwide $PM_{2.5}$ standard that would reduce exposure to particles that are 2.5 microns or less in diameter.

Historic Air Pollution Disasters

Epidemiological studies have consistently associated adverse health effects with exposures to particulate air pollution. Early studies implicated particulate and sulfur dioxide pollution in the acute illnesses and premature deaths associated with extremely

[3] Aerodynamic diameter is used to define particles' size. Particle deposition on a surface, or in the lung, depends on the particle's aerodynamic and diffusion characteristics. A particle's aerodynamic characteristics depend on its density, shape, actual size, and velocity while its diffusion characteristics are functions of its size and the density of the air in which it is suspended.

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severe pollution episodes in Donora, Penn., London, and New York in the 1940s, 1950s, and 1960s. The particle levels in a four-week pollution disaster in London in 1955 were more than 50 times higher than the California standard.[4] Twenty percent of that aerosol was composed of acid sulfates -- probably sulfuric acid. The number of people hospitalized for lung or heart-related diseases was extraordinarily high, but more importantly there were more than 4,000 premature, or "excess," deaths in the London population.

Fortunately, major efforts by government agencies, the public, and industries have made it very unlikely there will ever be a similar episode in modern urban communities. However, the lessons learned from these disasters are still relevant. Despite the fact that our levels of airborne particles are much lower than those that occurred during the disasters, EPA estimates that there are still more than 6,000 excess deaths in the United States that could be associated with inhaled particles.

Health Effects of Particulate Pollution

Current ambient levels of PM_{10} -- 30 to 150 micrograms per cubic meter -- are associated with increases in the numbers of people that die daily from heart or lung failure. Most of these deaths are among the elderly. However there is a strong body of evidence that some children are also adversely affected by particulate matter.

The American Thoracic Society's Environmental and Occupational Health Assembly reviewed current health effects literature. They report that daily fluctuations in PM_{10} levels have been related to:

- acute respiratory hospital admissions in children;
- school and kindergarten absences;
- decreases in peak lung air flow rates in normal children; and
- increased medication use in children and adults with asthma.

The USC Children's Health Study suggests that children with asthma living in a community with high particle concentrations may have suppressed lung growth. After children moved into cleaner cities their lung growth returned to the normal rate, but they did not recover the lost potential growth, according to John Peters, the study's principle investigator.

It is difficult to positively assign a quantitative risk associated with particulate matter because nearly all studies of its health effects find other pollutants present that may account for some of the effects.

Part of the problem is due to the nature of the data being collected. The levels of particulate matter vary during the course of the day and peak values can be quite high. Few studies have evaluated the effect of these short-term "spikes." However, at least one epidemiological study of children with asthma suggested that changes in symptoms

[4] The California standard for particulate matter (PM_{10}) is 50 micrograms per cubic meter averaged over 24 hours

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and lung function correlate more strongly with 1-hour peaks than with 24-hour average concentrations.

Other studies, primarily with laboratory animals, suggest that the chemical composition[5] and surface areas of the particles may be more important than particle mass. Scientists are continuing to study the health effects of particles and are developing better methods for measuring the important constituents. It may be possible in the near future to more accurately assess the effects of inhaled particles on human health.

Nitrogen Oxides

Nitrogen oxides are produced during most combustion processes. Mobile sources and power plants are the major contributors in Southern California.

About 80 percent of the immediately released nitrogen oxide is in the form nitric oxide (NO). Small amounts of nitrous oxide (N_2O) are also produced. Nitrous oxide is a "greenhouse" gas that is suspected of playing an important role in global warming.

Nitric oxide reacts with oxygen in the air to produce nitrogen dioxide (NO_2). Further oxidation during the day causes the nitrogen dioxide to form nitric acid and nitrate particles. In the dark, nitrogen dioxide can react with ozone and form a very reactive free radical. The free radical then can react with organic compounds in the air to form nitrogenated organic compounds, some of which have been shown to be mutagenic and carcinogenic.

Health Effects of Nitrogen Dioxide

Nitrogen dioxide is the most important nitrogen oxide compound with respect to acute adverse health effects. Under most chemical conditions it is an oxidant, as is ozone. However, it takes about 10 times more nitrogen dioxide than ozone to cause significant lung irritation and inflammation.

Nitrogen dioxide differs from ozone in that it suppresses the immune system to a much greater degree. As discussed below, some epidemiological studies have shown that children exposed to high levels of ambient nitrogen dioxide may be at increased risk of respiratory infections. Studies with laboratory animals have indeed shown that if mice are exposed first to nitrogen dioxide and later to bacteria at a level that would not infect a healthy control animal, their normal lung defense mechanisms are suppressed and the bacteria are able to infect the host.

[5] The idea that all particles are equally toxic is not scientifically justified. There are many good examples that can be taken from studies of particles in the workplace. For example, certain types of particles that contain quartz --a natural mineral composed of silicon dioxide but with a specific crystal structure -- are very potent lung irritants. Repeated exposures to this material can lead to a serious, permanent lung disease called lung fibrosis. Other mineral particles that are fibrous, such as specific forms of asbestos, can cause lung cancer. Other particles such as titanium dioxide do not seem to cause occupational diseases.

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Average levels of nitrogen dioxide in the United States range from 0.02 to 0.04 ppm. Levels in major urban areas in Southern California may be higher, but the region has not exceeded the federal standard[6] for nitrogen dioxide since 1991.

During the 1970s, one of the first studies relating respiratory illnesses and changes in lung function to ambient nitrogen dioxide concentrations reported that children living in areas with high nitrogen dioxide concentrations had greater incidences of lung-related illness than children living in areas with lower concentrations. Since then, other epidemiological studies have suggested that children with asthma are more likely than children without asthma to have reduced lung function and symptoms of respiratory irritation, such as cough and sore throat, when outdoor average nitrogen dioxide concentrations exceed about 0.02 ppm.

Some studies also have suggested that children younger than five years old may be more severely affected by nitrogen dioxide than older children. Several epidemiological studies have suggested that for children, the most important effect of ambient exposure to nitrogen dioxide might be increased susceptibility to respiratory infections and increased severity of responses to inhaled allergens.

Although many epidemiological studies show significant associations between outdoor nitrogen dioxide concentrations and adverse health outcomes, some studies do not corroborate these effects. In part, this is because it is often difficult to fully account for the influences of indoor sources of nitrogen dioxide.

Improvements in Nitrogen Dioxide Measurements

More recent studies have used special devices, called passive dosimeters, that can be worn by children to collect nitrogen dioxide for later analysis. These measurements give epidemiologists the ability to better assess a child's total nitrogen dioxide exposure over the course of the day. These studies show that there can be a great deal of individual variation in exposures, even for children living in the same communities. Thus, it is not surprising that epidemiological studies that do not estimate a nitrogen dioxide dose may reach different conclusions.

However, laboratory studies involving controlled exposures of human volunteers and laboratory animals have demonstrated plausible effects of nitrogen dioxide on human health. For example, if one exposes rats or other animals to nitrogen dioxide, and then examines their respiratory tract tissues, it is very evident that the pollutant can cause short-term injury similar to that seen after ozone exposure.

Long-term exposures to high concentrations of nitrogen dioxide can produce chronic damage to respiratory tract tissue that resembles the lung disease emphysema.

The pollutant's suppression of immune system functions reduces the ability of the host to fight off bacterial and viral infections. Human volunteers who inhaled weakened

[6] 0.053 ppm as an annual average

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influenza virus after being exposed to nitrogen dioxide in laboratories were more susceptible to the infection than a control group that did not inhale nitrogen dioxide.

Other studies show that nitrogen dioxide decreases the body's ability to generate antibodies when challenged by pathogens, and may reduce the ability of the respiratory system to remove foreign particles such as bacteria and viruses from the lung.

Lead

People can be exposed to lead (Pb) through air, food and water. Lead is a toxic heavy metal that causes nerve damage and impairs the body's ability to make hemoglobin, leading to a form of anemia.

Sources of Lead Pollution

Large amounts of lead were emitted to the atmosphere when it was used as a gasoline additive.[7] The emitted lead could be inhaled. In addition, lead fallout from the air caused widespread contamination of soil, plants, food products, and water.

Lead is often measured in children's blood as an index of environmental exposure. Even low levels[8] of lead in the blood of children aged 6 to 7 are linked to measurable changes in intelligence quotient and certain perceptual-motor skills. Higher levels of lead exposure can also result in kidney damage and may be related to high blood pressure in adults.

Sulfur Oxides

Most manmade emissions of the gas sulfur dioxide (SO_2) come primarily from the combustion of fossil fuels such as coal, oil, and diesel fuel.

Most of the sulfur in fossil fuel is converted sulfur dioxide, but a small amount is also converted to sulfuric acid. In the atmosphere, gaseous sulfur dioxide can also be converted to sulfuric acid and sulfate-containing particles. Thus, atmospheric concentrations of sulfur dioxide are often highly associated with acidic particles, sulfuric acid particles and sulfate particle concentrations.

The current National Ambient Air Quality Standards for sulfur dioxide are 18 micrograms per cubic meter averaged annually, and 365 micrograms per cubic meter averaged over 24 hours. Southern California does not exceed the national air quality standard because its industries primarily burn low-sulfur fuels such as natural gas. Much of the sulfur oxide air pollution in Southern California is likely to be associated with diesel emissions.

[7] Lead in the form of tetraethyl lead was added to gasoline in the United States in large amounts from the 1950s until it was banned in the mid-1970s.
[8] 10 to 30 micrograms per 100 milliliters

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Sulfur dioxide is a very water-soluble gas and therefore most of the sulfur dioxide that is inhaled is absorbed in the upper respiratory tract and does not reach the lung's airways. However, the small amount of sulfur dioxide that does penetrate into the airways can provoke important health effects, primarily in individuals with asthma.

For those with asthma, even relatively short-term, low-level exposures to sulfur dioxide can result in airway constriction leading to difficulty in breathing and possibly contribute to the severity of an asthmatic attack.

A number of epidemiological studies have shown associations between ambient sulfur dioxide and rates of mortality (death) and morbidity (illness). However, because sulfur dioxide is often strongly correlated with fine particles and especially sulfate-containing particles, it is difficult to separate the effects of sulfur dioxide from those of the particle compounds.

A study in France found an increase of 2.9 visits to the emergency room for every 20 micrograms per cubic meter increase in atmospheric sulfur dioxide. The results pertained to days when the average sulfur dioxide levels were above 68 micrograms per cubic meter but below the U.S. health standard.

In London, asthma and other lower respiratory diseases in children were most significantly associated with exposures to nitrogen dioxide, carbon monoxide, and sulfur dioxide. In adults the only consistent association was with particulate matter.

Hospital admissions for children with asthma may increase by 20 percent following acute exposure to ozone peaks and possibly with sulfur dioxide. Chronic exposure to increased levels of fine particles, sulfur dioxide, and nitrogen dioxide may be associated with up to threefold increase in nonspecific respiratory symptoms. Thus, recent literature suggests that sulfur dioxide affects adults and children differently and that chronic and acute effects may also be different.

Diesel Emissions

Diesel fuel is burned to power buses, trucks, road-building equipment, trains, boats and ships and electricity-generating equipment. When diesel fuel is burned, the exhaust includes both particles and gases. Diesel emissions are important constituents of ambient air pollution.

What's in Diesel?

Diesel particles consist mainly of elemental carbon and other carbon-containing compounds. Hundreds of compounds have been identified as constituents of diesel particles. These include polycyclic aromatic hydrocarbons (PAHs) and other compounds that have been associated with tumor formation and cancer. In 1998, the California Air Resources Board designated diesel particulate a cancer-causing toxic air contaminant.

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Diesel particles are microscopic. More than 90 percent of them are less than 1 micron in diameter. Due to their minute size, diesel particles can penetrate deeply into the lung. There is evidence that once in the lung, diesel particles may stay there for a long time.

In addition to particles, diesel exhaust contains several gaseous compounds including carbon monoxide, nitrogen oxides, sulfur dioxide and organic vapors, for example formaldehyde and 1,3-butadiene. Formaldehyde and 1,3-butadiene have been classified as toxic and hazardous air pollutants. Both have been shown to cause tumors in animal studies and there is evidence that exposure to high levels of 1,3-butadiene can cause cancer in humans.

AQMD's recent landmark research project, the Multiple Air Toxics Exposure Study II, found that diesel particulate is responsible for about 70 percent of the total cancer risk from all toxic air pollution in the greater Los Angeles metropolitan area.

Diesel emissions may also be a problem for asthmatics. Some studies suggest that children with asthma who live near roadways with high amounts of diesel truck traffic have more asthma attacks and use more asthma medication.

Some human volunteers, exposed to diesel exhaust in carefully controlled laboratory studies, reported symptoms such as eye and throat irritation, coughing, phlegm production, difficulty breathing, headache, lightheadedness, nausea and perception of unpleasant odors. Another laboratory study, in which volunteers were exposed to relatively high levels of diesel particles for about an hour, showed that such exposures could cause lung inflammation.

Thus current epidemiological and laboratory evidence suggests that at typical urban concentrations, diesel exhaust may contribute significantly to the health effects of air pollution.

What Can Be Done to Reduce the Effects of Air Pollution on Children's Health?

After reviewing the literature on how children’s exposures differ from those of adults, it is evident that:

- children are outdoors more hours per day than most adults;
- they exert themselves to a greater degree while they are outside than most adults; and
- they participate in more organized activities than adults.

There are definite health benefits to having children participate in outdoor activities. However, scientific evidence also suggests that air pollution exposures can injure children’s lungs and other organs.

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Air quality information in the form of health reports and air quality advisories are now a regular part of life in California. One logical step is to reduce strenuous activities during pollution episodes and try to take advantage of those hours when airborne pollutant levels are lower.

At the public level there is a long-standing commitment to improve air quality. When you look at the air pollution levels in California today you can see that a great deal of progress has been made. There has been a cost for this progress. For instance, some products are more expensive. In return, the lower levels of pollutant exposure compared to 20 years ago should decrease the adverse effect of air pollution on the long-term health of our developing children.

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AGRICULTURAL MITIGATION POLICIES

Background

LAFCO's mission is to encourage orderly growth and development, discourage urban sprawl, preserve open space and prime agricultural lands, promote the efficient provision of government services and encourage the orderly formation of local agencies. LAFCO will consider impacts to agricultural lands along with other factors in its evaluation of proposals. LAFCO's Urban Service Area (USA) Amendment Policies discourage premature conversion of agricultural lands, guide development away from existing agricultural lands and require the development of existing vacant lands within city boundaries prior to conversion of additional agricultural lands. In those cases where LAFCO proposals involve conversion of agricultural lands, LAFCO's USA Amendment Policies require an explanation of why the inclusion of agricultural lands is necessary and how such loss will be mitigated.

Purpose of Policies

The purpose of these policies is to provide guidance to property owners, potential applicants and cities on how to address agricultural mitigation for LAFCO proposals and to provide a framework for LAFCO to evaluate and process in a consistent manner, LAFCO proposals that involve or impact agricultural lands.

General Policies

1. LAFCO recommends provision of agricultural mitigation as specified herein for all LAFCO applications that impact or result in a loss of prime agricultural lands as defined in Policy #6. Variation from these policies should be accompanied by information explaining the adequacy of the proposed mitigation.
2. LAFCO encourages cities with potential LAFCO applications involving or impacting agricultural lands to adopt citywide agricultural mitigation policies and programs that are consistent with these policies.
3. When a LAFCO proposal impacts or involves a loss of prime agricultural lands, LAFCO encourages property owners, cities and agricultural conservation agencies to work together as early in the process as possible to initiate and execute agricultural mitigation plans, in a manner that is consistent with these policies.
4. LAFCO will work with agricultural entities, the County, cities and other stakeholders to develop a program and public education materials to improve the community's understanding of the importance of agriculture in creating sustainable communities within Santa Clara County.

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5. LAFCO will review and revise these policies as necessary.

Definition of Prime Agricultural Lands

6. "Prime agricultural land" as defined in the Cortese Knox Hertzberg Act means an area of land, whether a single parcel or contiguous parcels, that has not been developed for a use other than an agricultural use and that meets any of the following qualifications:

    a. Land that qualifies, if irrigated, for rating as class I or class II in the USDA Natural Resources Conservation Service land use capability classification, whether or not land is actually irrigated, provided that irrigation is feasible.

    b. Land that qualifies for rating 80 through 100 Storie Index Rating.

    c. Land that supports livestock used for the production of food and fiber and that has an annual carrying capacity equivalent to at least one animal unit per acre as defined by the United States Department of Agriculture in the National Handbook on Range and Related Grazing Lands, July, 1967, developed pursuant to Public Law 46, December 1935.

    d. Land planted with fruit or nut-bearing trees, vines, bushes, or crops that have a nonbearing period of less than five years and that will return during the commercial bearing period on an annual basis from the production of unprocessed agricultural plant production not less than four hundred dollars ($400) per acre.

    e. Land that has returned from the production of unprocessed agricultural plant products an annual gross value of not less than four hundred dollars ($400) per acre for three of the previous five calendar years.

Mitigation Recommendations

7. Proposals involving the conversion of prime agricultural lands should provide one of the following mitigations at a not less than 1:1 ratio (1 acre preserved for every acre converted) along with the payment of funds as determined by the city / agricultural conservation entity (whichever applies) to cover the costs of program administration, land management, monitoring, enforcement and maintenance of agriculture on the mitigation lands:

    a. The acquisition and transfer of ownership of agricultural land to an agricultural conservation entity for permanent protection of the agricultural land.

    b. The acquisition and transfer of agricultural conservation easements to an agricultural conservation entity for permanent protection of the agricultural land.

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c. The payment of in-lieu fees to an agricultural conservation entity that are sufficient to fully fund*:

   1. The cost of acquisition of agricultural lands or agricultural conservation easements for permanent protection, and

   2. The cost of administering, managing, monitoring and enforcing the agricultural lands or agricultural conservation easements, as well as the costs of maintaining agriculture on the mitigation lands.

   * with provisions for adjustment of in-lieu fees to reflect potential changes in land values at the time of actual payment

8. Agricultural lands or conservation easements acquired and transferred to an agricultural conservation entity should be located in Santa Clara County and be lands deemed acceptable to the city and entity.

9. The agricultural mitigation should result in preservation of land that would be:

   a. Prime agricultural land of substantially similar quality and character as measured by the Average Storie Index rating and the Land Capability Classification rating, and

   b. Located within cities' spheres of influence in an area planned/envisioned for agriculture, and

   c. That would preferably promote the definition and creation of a permanent urban/agricultural edge.

10. Because urban/non-agricultural uses affect adjacent agricultural practices and introduce development pressures on adjacent agricultural lands, LAFCO encourages cities with LAFCO proposals impacting agricultural lands to adopt measures to protect adjoining agricultural lands, to prevent their premature conversion to other uses, and to minimize potential conflicts between the proposed urban development and adjacent agricultural uses. Examples of such measures include, but are not limited to:

    a. Establishment of an agricultural buffer on the land proposed for development. The buffer's size, location and allowed uses must be sufficient to minimize conflicts between the adjacent urban and agricultural uses.

    b. Adoption of protections such as a Right to Farm Ordinance, to ensure that the new urban residents shall recognize the rights of adjacent property owners conducting agricultural operations and practices in compliance with established standards.

    c. Development of programs to promote the continued viability of surrounding agricultural land.

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Agricultural Conservation Entity Qualifications

11. The agricultural conservation entity should be a city or a public or non-profit agency. LAFCO encourages consideration of agricultural conservation entities that:

    a. Are committed to preserving local agriculture and have a clear mission along with strategic goals or programs for promoting agriculture in the areas that would be preserved through mitigation,

    b. Have the legal and technical ability to hold and administer agricultural lands and agricultural conservation easements and in-lieu fees for the purposes of conserving and maintaining lands in agricultural production and preferably have an established record for doing so, and

c. Have adopted written standards, policies and practices (such as the Land Trust Alliance's "Standards and Practices") for holding and administering agricultural lands, agricultural conservation easements and in-lieu fees and are operating in compliance with those standards.

Timing and Fulfillment of Mitigation

12. LAFCO prefers that agricultural mitigation be in place at the time of LAFCO approval or as soon as possible after LAFCO approval. The mitigation (as detailed in the Plan for Mitigation) should be fulfilled no later than at the time of city's approval of the final map, or issuance of a grading permit or building permit, whichever occurs first.

13. Cities should provide LAFCO with information on how the city will ensure that the agricultural mitigation is provided at the appropriate time.

14. Cities should provide LAFCO with a report on the status of agricultural mitigation fulfillment every year following LAFCO approval of the proposal until the agricultural mitigation commitments are fulfilled.

15. The agricultural conservation entity should report annually to LAFCO on the use of the in-lieu fees until the fees have been fully expended.

Plan for Mitigation

16. A plan for agricultural mitigation that is consistent with these policies should be submitted at the time that a proposal impacting agricultural lands is filed with LAFCO. The plan for mitigation should include all of the following:

    a. An agreement between the property owner, city and agricultural conservation entity (if such an entity is involved) that commits the property owner(s) to provide the mitigation for the loss of prime agricultural lands and establishes the specifics of the mitigation. Upon LAFCO approval of the proposal, the agreement should be recorded with

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the County Recorder's office against the property to be developed. The agreement should specify:

1. The type of mitigation that will be provided in order to mitigate for conversion of agricultural lands. (purchase of fee title or easement or payment of in-lieu fees)
2. The agricultural conservation entity that will be involved in holding the lands, easements, or in-lieu fees.
3. The acreage that would be preserved through mitigation and /or the amount of in-lieu fees that would be paid (with provisions to adjust fees to reflect land values at time of payment) along with the methodology adopted by the entity for calculating the in-lieu fees.
4. The location of the mitigation lands, when possible.
5. Information on the specific measures adopted by the city as encouraged in Policy #10 (mitigation for impacts to adjacent agricultural lands)
6. The time-frame within which the mitigation will be fulfilled, which should be no later than at the time of city's approval of the final map, or issuance of the grading permit or building permit, whichever occurs first.
7. The mitigation agreement is to be contingent on LAFCO approval of the proposal.

b. Applicant should provide all other supporting documents and information to demonstrate compliance with these policies.

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Construction Noise: Exposure, Effects, and the Potential for Remediation; A Review and Analysis

(Part of AIHA Journal (63) November/December 2002)

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Alice Suter
American Industrial Hygiene Association

More than one-half million construction workers are exposed to potentially hazardous levels of noise, yet federal and state Occupational Safety and Health Administration (OSHA) programs provide little incentive to protect them against noise-induced hearing loss. Construction noise regulations lack the specificity of general industry noise regulations. In addition, problems that characterize the construction industry, such as worker mobility and the large proportion of small businesses, make implementing hearing conservation measures more difficult. The apparent severity of exposure depends greatly on the measurement method, with the 3-dB exchange rate almost always showing higher average exposure levels than the 5-dB (OSHA) rule. Construction workers demonstrate hearing threshold levels that generally conform to those expected in manufacturing. The prevalence of hearing protection device (HPD) use among U.S. construction workers is very poor, partly because of perceived difficulties in hearing and understanding speech communication and warning signals. In addition, masking by noise of necessary communication and warning signals is of particular concern in construction, where recent research demonstrated the association between fatalities and the failure to hear reverse alarms. Judicial use of HPDs is of the utmost importance, along with avoiding overattenuation, selecting HPDs with uniform attenuation, and using noise-attenuating communication systems when possible. A successful hearing conservation program in British Columbia can serve as a model for the United States, with a long-standing positive safety culture, a high percentage of HPD use, improvement in average hearing threshold levels over the last decade, and a centralized record-keeping procedure, which helps solve the problem of worker mobility. However, controlling construction noise at the source is the most reliable way to protect worker hearing. US manufacturers and contractors should benefit from the activities of the

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European Community, where noise control and product labeling in construction has been carried out for more than 20 years.

Keywords: construction workers, hearing conservation, noise exposure

The fact that US construction workers are exposed to hazardous levels of noise and sustain significant hearing impairments is not news. That these impairments are at least as great as would be expected from an industrial population became evident during the 1960s and 1970s. [1,2] Estimated numbers of construction workers exposed to potentially hazardous levels of noise range from about half a million to 750,000. [3,4] In 1988 the National Institute for Occupational Safety and Health (NIOSH) recommended that the Occupational Safety and Health Administration's (OSHA's) noise regulation, including the hearing conservation provisions, be extended to construction workers as well as to other occupations not then covered. [5] A 1995 conference jointly sponsored by NIOSH and the National Hearing Conservation Association identified construction workers as an "undeserved" population. [6]

In the United States there are separate noise regulations for construction (29 CFR 1926.52 and 1926.101) and general industry (29 CFR 1910.95). The permissible exposure limits (PEL) and requirements for noise control are essentially the same, an 8- hour time-weighted average exposure level (TWA) of 90 dBA with a 5-dB exchange rate between allowable duration and noise level. Engineering or administrative controls are required to be implemented above this level, and hearing protection devices (HPDs) must be issued and worn when exposures exceed the PEL. Both regulations require hearing conservation programs (HCPs) for overexposed workers, but there are two essential differences: (1) the noise regulation for general industry requires the initiation of HCPs at an action level of 85 dBA, whereas the construction regulation does not use an action level; and (2) the general industry regulation gives detailed requirements for noise exposure monitoring, audiometric testing, (HPDs), worker training and education, and record keeping, whereas the construction regulation (1926.52) has only a general requirement for "continuing effective hearing conservation programs" above the PEL. Construction regulation 1926.101 merely mandates the use of hearing protection above the PEL and requires insert devices to be fitted or determined individually by "competent persons."

Current enforcement of these noise regulations is not rigorous, particularly in construction. Neither the noise reduction nor the hearing conservation provisions are well enforced in construction. For example, of more than 18,000 federal construction inspections during

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fiscal year 1998, only 63 inspections were conducted for the noise regulations, resulting in a total of 79 citations. [7] Lack of enforcement characterizes state as well as federal programs. Even those states that have adopted the general industry noise regulation for construction, such as the state of Washington, have failed to enforce the hearing conservation provisions.

Part of the problem has been a perceived lack of information about the noise exposures of construction workers, although several studies have been conducted over recent decades in the United States and Canada. A more salient reason for the lack of activity in this area is the impracticality of the usual approaches to HCPs in the construction arena. Mobility among construction workers, short periods of employment, and the consequent difficulty in record keeping and follow-up present daunting obstacles. This report attempts to address these issues and offer possible solutions.

NOISE EXPOSURE LEVELS OF CONSTRUCTION WORKERS

Evidence of Overexposure

Several studies conducted in the 1960s and 1970s indicated that construction workers were overexposed. In the early 1980s NIOSH estimated the numbers of workers in various occupations, including construction, exposed to noise levels above 85 dBA. [8] Table I gives the estimated percentage of workers in various construction trades exposed to noise levels above 85 dBA. Although the percentages were derived in the early 1980s, the data on numbers of employees in the various trades has been updated to 1995. [4]

TABLE I. Construction Employment Data (1995) and NIOSH Estimates (1981-1983) of Numbers Exposed at or Above 85 dBA (Adapted from Hattis [4])

SIC	Industry Description	1995 1000s Employees	NIOSH % Exposed .85 dBA A,B
152	Residential builders	609	12
154	Nonresidential builders	567	12
161	Highway and street construction	223	27
162	Other heavy construction	526	17
171	Plumbing, heating, and air conditioning	712	7
172	Painting and paper hanging	179	20
173	Electrical work	593	13

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174	Masonry, stonework, and plastering	409	8
175	Carpentry and floor laying	219	32
176	Roofing, siding, and sheet metal	208	11
177	Concrete work	248	40
179	Miscellaneous special trade contractors	548	14
Total (in 1000's)		5041	
A Percentages were rounded to the nearest integer. B Total number exposed .85 5 754,174. [4]			

The highest percentages of overexposed workers occur in highway and street construction, carpentry, and concrete work. Of the approximately 5 million construction workers in 1995, the total number exposed to noise levels of 85 dBA and above was about 754,000. Because NIOSH sampled noise levels rather than exposures, these are not TWAs, and the actual numbers would be somewhat lower when using TWA, but these numbers are useful for ranking the extent of the hazard by trade and to estimate the upper bound of the total number exposed.

Studies of Noise Exposure in Construction Workers

Recent studies have supplemented the earlier ones with noise dosimetry, providing a more precise and comprehensive picture of construction workers' exposures. Table II, containing information from Sinclair and Haflidson, [(9)] shows average daily noise exposures of construction workers by type of construction. The authors obtained samples of up to 5 hours in 27 construction projects during 1991-1992, which, due to the repetitive nature of the work, they considered representative of a full shift. They measured according to the proposed Ontario Noise Regulation, which specifies a 3-dB exchange rate. [(10)] TWA sound levels using the 3-dB exchange rate are sometimes referred to as "equivalent continuous sound levels" or L^{eq}. Of the 103 workers sampled, the average noise exposure level was approximately 99 dBA.

TABLE II. Average Noise Exposure Levels (Daily L_{eq}) by Type of Construction (Adapted from Sinclair and Haflidson [(9)])

Type of Construction	Number Samples	Average dBA [A]	Range dBA [A]
Residential	7	93	87-96

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Roads/bridges	16	93	84-100
Shop work [B]	26	95	85-104
Maintenance	2	95	91-97
ICI [C]	23	96	81-108
Sewer/water	17	99	85-108
Plant work [D]	6	101	87-106
Power station	6	108	93-113
Total	103	99	81-113

[A] Rounded to the nearest integer

[B] Shop work = work in a contractor's fabrication shop.

[C] ICI = industrial, commercial, or institutional.

[D] Plant work = work in a construction contractor's plant.

Table III, also from data gathered by Sinclair and Haflidson, [(9)] shows daily average noise exposure levels by trade, activity, or equipment. The authors caution that in many cases the samples are too small to state definitively which sectors of construction have the greatest risk, but, in their words, "the magnitude of the problem is obvious." [(p. 459)] From Table III it is clear that boiler- makers and iron workers, at least those studied here, are heavily exposed, with average exposure levels of 108 and 105 dBA, respectively. The authors concluded that pneumatic tools were largely responsible.

TABLE III. Average Noise Exposure Levels (Daily L_{eq}) by Trade, Activity, or Equipment (Adapted from Sinclair and Haflidson [(9)]))

Trade, Activity, or Equipment	Number of Samples	Average dBA [A]	Range dBA [A]
Install rebar	2	89	88-90
Carpenter	3	90	82-94
Mason	14	91	84-97
Framer	7	93	87-96
Sprinkler	6	94	86-97
Forming	5	94	87-97
Refractory	2	95	91-97
Sheet metal	17	96	85-104

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Ironworker	2	105	98-108
Boilermaker	6	108	93-113
Paver	6	90	84-92
Front-end loader	2	90	87-92
Scraper	5	90	88-91
Curb machine	3	93	86-96
Roller	2	98	93-100
Crane	3	99	95-102
Dozer	6	102	85-108
Heavy equipment	4	90	86-94
Gravel plant	4	102	88-106
Other	4	88	81-90
Total	103	99	81-113
[A] Rounded to the nearest integer			

In another Canadian study, Legris and Poulin [11] reported on the noise exposure of heavy equipment operators and laborers. The data were collected in Quebec in the late 1980s and the measurements used a 5-dB exchange rate. The average duration of the work shift was 9.5 hours with a range of 8-12 hours, and the data were normalized to an 8-hour shift. Of the 250 samples taken, 65 were from laborers and 185 from heavy equipment operators.

Table IV gives 8-hour average noise exposure levels for heavy equipment operators and laborers according to Legris and Poulin. The authors explained the variations in exposures by such factors as the location and type of muffler, amount of time the equipment was idling or under load, the power rating of the engine, and the nature of the task. Of particular importance were the presence or absence of an insulated cab and the design of the equipment. Note the 10-dB difference between insulated and noninsulated cabs and the 13-dB difference between crawler and rubber-tired cranes weighing more than 35 tons with noninsulated cabs.

TABLE IV. Average Daily Noise Exposure Levels (8-Hour TWA) of Heavy Equipment Operators and Associated Laborers in dBA (Adapted from Legris and Poulin [11])

Operator or Task	Mean TWA	SD	Range
Heavy-duty bulldozer	9	5	91-107
Vibrating road roller	97	4	91-104

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Light-duty bulldozer	96	2	93-101
Asphalt road roller	95	4	85-103
Wheel loader	94	4	87-100
Asphalt spreader	91	3	87-97
Light-duty grader	89	1	88-91
Power shovel	88	3	80-93
Laborers	90	6	78-107
Crawler crane .35 ton Noninsulated cab	97	2	93-101
Crawler crane ,35 ton			
Noninsulated cab	94	3	90-98
Insulated cab	84	3	80-89
Rubber tired cane .35 ton			
Noninsulated cab	84	5	78-90
Insulated cab	74	9	59-87
Rubber tired crane, 35 ton Insulated cab	81	4	77-87
Truck-mounted crane	79	2	76-83
Tower crane	74	2	70-76

The results of another, smaller study of operating engineers and laborers are in general agreement with those of Legris and Poulin. Greenspan et al. (12) found 8-hour TWAs ranging from about 68 to 103 dBA, with a mean TWA of 89 dBA, although five of the eight samples were above 90 dBA. The study should not be considered conclusive because of the small sample size (N58) and the wide range of exposures, but it gives a clear example of the benefits of noise reduction in machinery design. The 68-dBA exposure was achieved in a Caterpillar 980 front-end loader with an enclosed, sound insulated cab.

Data from the Worker Compensation Board of British Columbia (13) are also in general agreement with the above data, although such factors as occupations, sample sizes, and the exchange rate vary from study to study.

Several factors make it difficult to draw comparisons between these kinds of studies. First, the exchange rate has an effect, with the 3-dB exchange rate almost always producing higher exposure levels than the 5-dB exchange rate. Second, the length of the work shift, of course, increases the exposure level; and third, the amount of time each worker spends on each piece of equipment also has an effect.

Effect of the Exchange Rate

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Varying and intermittent noise environments are typical of the construction industry, unlike many manufacturing industries in which the noise is relatively continuous. Much of the construction process takes place outdoors, without the reverberant buildup typical of factories, and it is often characterized by the high-level short-duration sounds of hand tools. When noise from heavy equipment predominates, however, the sound tends to be more continuous. Thus, the differences between measurements using the 3- and the 5-dB exchange rate become more pronounced as the type of construction moves from site preparation, which involves much use of heavy equipment, to finishing work involving carpentry and the use of hand tools.

Neitzel, Seixas, and their colleagues at the University of Washington measured the noise exposure levels of 133 carpenters, laborers, ironworkers, and operating engineers with data-logging dosimeters. [14,15] They found that using the 5-dB exchange rate ("OSHA TWA"), 13% of their samples exceeded the 90-dBA criterion and 40% exceeded the 85-dBA criterion. Using the 3-dB exchange rate ("ISO-slow TWA"), 45% exceeded the 90-dBA criterion and 80% exceeded the 85-dBA criterion. These large differences, according to stage of construction, are presented graphically in Figure 1. [14] The boxes represent the range of noise exposure between the 25th and 75th centiles, the brackets show the entire range of exposures, and the horizontal lines within the boxes represent medians. One can see that the differences are larger in finish work than in site preparation and structural work. The authors found the differences to be statistically significant for both finish work and structural work, although not for site preparation.

FIGURE 1. Comparison of OSHA and NIOSH/ISO TWAs by site stage of construction. Reprinted from Neitzel et al. [14] with permission of the first author.

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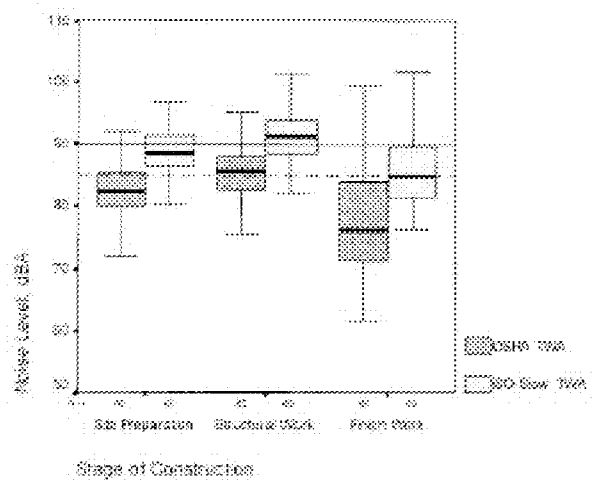

Figure 2, also from Neitzel et al., compares noise exposure levels using the 3- and 5-dB exchange rates by construction trade. The differences are smallest for the operating engineers and greatest for carpenters, but they are also substantial for ironworkers and laborers. In this case all of the differences were significant at the 0.05 level. The authors found an overall difference between the 3- and 5-dB exchange rates of about 7 dB.

FIGURE 2. Comparison of OSHA and NIOSH/ISO TWAs by trade. Reprinted from Neitzel et al. [14] with permission of the first author.

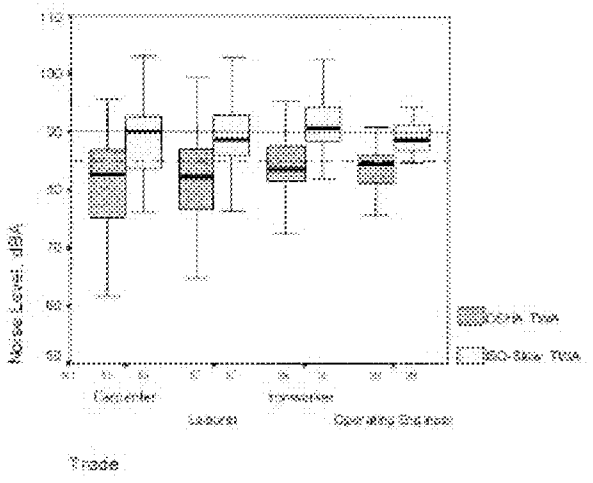

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Relative Hazard of Construction Equipment

Because construction workers often use several different pieces of equipment, Neitzel and Seixas developed a method by which the average noise contribution of the various tools and equipment could be assessed. Table V gives "1-min sound levels" of construction equipment. This term represents an average of the 1-min dosimeter readings in L_{eq} (3-dB exchange rate) that came from periods when workers reported using a particular piece of equipment. For example, there was a total of 255 min during which workers reported using an air compressor, and the median sound level, integrated during each 1-min period, was 96 dBA, with a range of 70 to 114 dBA and a standard deviation of 11.2 dBA. The large standard deviations for most pieces of equipment reflect the variations of sound levels and conditions of use.

TABLE V. Median 1-Min Sound Levels in L_{eq} by Equipment/Tool (Adapted from Neitzel et al. [14] Using Additional Data Supplied by Neitzel [16])

Tool Name	Tool Drive Type	Minutes	Median dBA	SD dBA	Range dBA
Air compressor	pneumatic	255	96	11.2	70-114
Backhoe	gasoline	1908	86	6.0	70-108
Bulldozer	gasoline	494	89	8.2	70-104
Chipping gun	pneumatic	1151	93	13.1	70-120
Chopsaw	electric	631	80	8.6	70-106
Crane	electric	3059	78	7.7	70-110
Forklift	gasoline	3727	85	5.8	62-125
Hand hammer	mechanical	4443	85	8.0	56-110
Jackhammer	pneumatic	267	104	11.4	70-112
Lejeune gun	pneumatic	390	89	8.4	70-120
Truck	gasoline	970	78	8.0	70-123
Welding torch	other	1923	84	8.9	70-118

These 1-min average noise levels do not represent noise doses or 8-hour time-weighted exposures, but they do provide a means for estimating the relative hazard of the various pieces of equipment. The reason they may be somewhat lower than measurements taken with a sound level meter is that they tend to incorporate some amount of time when the equipment is either idling or actually turned off. Although it would be useful to have data on additional types of equipment, as well as various models of the same type of equipment,

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these data show that pneumatic tools, such as jackhammers and chipping guns, pose a greater risk than those powered by other means.

Chemical and Combined Exposures

In recent years there has been a substantial increase in information on the adverse auditory effects of chemicals, especially when combined with high levels of noise. OSHA estimates nearly one million construction workers are occupationally exposed to lead, [17] a substance known to be ototoxic. [18,19] Solvents, such as toluene and xylene, have been implicated as causes of occupational hearing loss, and, particularly when combined with noise, appear to exacerbate the hazard to hearing. [20-23] In a report on construction laborers, Burkhart et al. [24] placed toluene and xylene high on the list of hazardous chemicals and physical agents in terms of estimated number of exposed workers. Until more details are known about the combined exposures of construction workers, the existing data in this area should be used as added incentive for diligence in protecting workers, both from noise and from potentially hazardous chemicals.

HEARING THRESHOLD LEVELS OF CONSTRUCTION WORKERS

Although there is not nearly as much information on hearing threshold levels of construction workers as there is on noise exposure levels, fortunately, some data do exist. Studies as early as the 1960s and 1970s pointed out the problem. LaBenz et al. [1] measured the hearing of 66 operators of earth-moving vehicles and found considerably more hearing loss than in a population not exposed to noise for all age groups. Kenney and Ayer, [2] with more sophisticated audiometric equipment, measured hearing threshold levels of 33 sheet metal construction workers who regularly used handheld power tools. They found noise-induced threshold shifts that were significant for every age group and greatly exceeded expected hearing threshold levels for the older age groups.

Ohlin [25] prepared an inventory of civilian job specialties giving the number and percentage of workers in each specialty with hearing loss, defined as hearing threshold levels (HTLs) greater than an average of 25 dB at 1000, 2000, and 3000 Hz. The list, found in Table VI, includes several jobs that are associated with construction activity.

TABLE VI. Job Specialties Showing Incidence of Hearing Loss (Adapted from Ohlin [25])

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Job Title	No. Audiograms in Specialty	No. with Hearing Loss [A]	Percentage with Hearing Loss[A]
Crane operator	116	38	33
Welder	602	176	29
Carpenter	811	214	26
Engineering equipment operator	340	84	24
Wood worker	258	61	24
Motor vehicle operator	983	185	19
Electrician	495	92	19
[A] HTLs greater than an average of 25 dB at 1000, 2000, and 3000 Hz.			

Waitzman and Smith [(26)] performed a multivariate regression analysis based on the combined data from the Public Health Service and Health Examination Surveys of 1960-1961 and 1971- 1975. The authors divided industrial workers into three categories: construction, manufacturing/mining, and other. They found that the construction category showed the greatest amount of hearing loss for all degrees of severity and at all ages, demonstrating the magnitude of the problem in construction and indicating that the onset of noise-induced hearing loss starts early. The relative risk for blue-collar construction workers was three times that of white-collar workers. In addition, white-collar construction workers also had more hearing loss than their counterparts in other industries.

A recent study of hearing loss among 66 roofers was conducted by Schneider and Tennenbaum. [(27)] Subjects completed a questionnaire that included information on other hazards, such as exposure to vibration, fuels, thinners/solvents, paints, glues, lead, extreme heat, and extreme cold, as well as information on hypertension and shooting habits. The average age was 48 years with 20 years on the job. Subjects reported that they generally worked slightly more than half time and they wore hearing protection infrequently (2 always, 7 often, 11 sometimes, and 46 never). The only confounding variables that showed an effect were hypertension and shooting. The authors adjusted the data for shooting by using only the right ear of the 18 subjects that reported use of weapons.

Figure 3, from Schneider and Tennenbaum, [(27)] shows the average hearing threshold levels of roofers compared with the median, 90th, and 10th centiles predicted by ISO 1999 for the same age group exposed for 20 years to average levels of 85 dBA. The roofers' hearing

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threshold levels fall between the median and 10th centiles of the ISO prediction.

FIGURE 3. Average hearing threshold levels among roofers compared with those of a hypothetical 50-year-old population exposed to 85 dBA for 20 years as predicted by ISO 1999 using Annex B. Reprinted from Schneider and Tennenbaum [27] with permission of the first author.

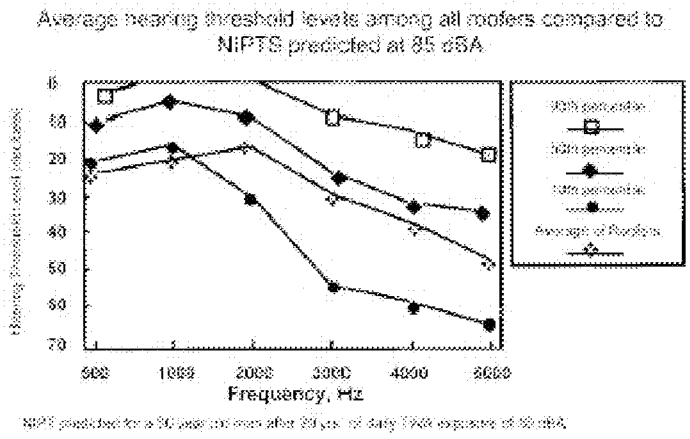

Two factors might cause these thresholds to be overestimates of the true hearing thresholds of roofers. First, the audiometric room was quiet but not soundproofed, which would be likely to produce elevated thresholds in the low and middle frequencies, although lack of soundproofing is unlikely to affect thresholds above 1000 Hz, where the major differences manifest. Secondly, a self-selection bias could occur because these subjects were volunteers at a convention. The bias could, however, work the other way in that some roofers might not volunteer because they did not want to confront the fact of hearing loss. One factor that would cause these thresholds to be underestimates is that they are part-time exposures that are compared with full-time exposures in the ISO method. Thus, to the extent that other roofers work longer hours their hearing losses could be more severe.

Figure 4, from Stephenson, [28] shows predicted compared with actual hearing threshold levels at 4000 Hz for carpenters. The data were collected by NIOSH personnel at a convention, so once again, self-selection may have introduced a bias, either to higher or lower hearing threshold levels. The results are interesting, however, because the author compares mean hearing levels of carpenters with a control group not exposed to noise (Annex A of ISO 1999 or ANSI S3.44, which comprises hearing threshold levels of an ontologically normal [highly screened] population) and to median hearing levels predicted

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by ISO 1999 (or ANSI S3.44) of persons exposed to average daily levels of 95 dBA for the same age groups. One can see that the carpenters' hearing threshold levels are considerably greater than those of the subjects not exposed to noise in all age groups, and worse than the 95-dBA populations in the older age groups. These data would indicate, to the extent that this is a representative sample, that the exposures of carpenters equal or exceed an average Leq of 95 dBA.

FIGURE 4. Predicted compared with actual hearing threshold levels at 4000 Hz for carpenters. Reprinted from Stephenson [28] with permission of the author.

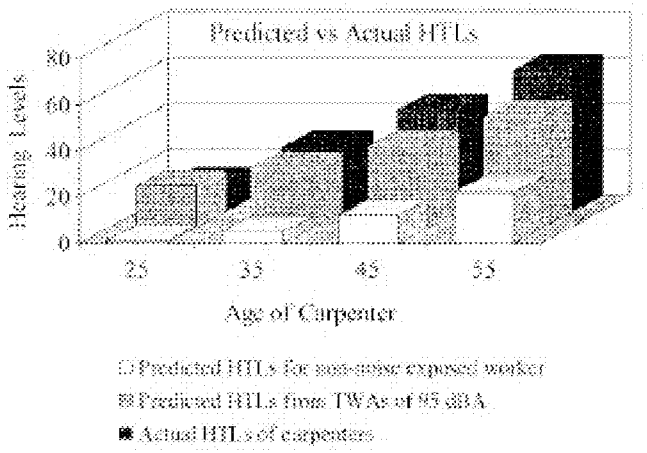

Undoubtedly, the most comprehensive HCPs for construction workers are those of the Worker's Compensation Board (WCB) in British Columbia. Figure 5, supplied by the WCB, shows HTLs of carpenters dating from 1988 and 1997. [29] These HTLs are plotted against a population from ISO 1999 Annex B (hearing threshold levels listed in Annex B of ISO 1999 [and ANSI S3.44] are for an unscreened population in an industrialized country) not exposed to noise and predictions of expected hearing threshold levels (noise-induced permanent threshold shift plus age) calculated from the measured exposures of a group of 63 carpenters in British Columbia. The carpenters' data are for the right ear and Annex B data are for the better ear, although any effect caused by this difference should be minimal. The average exposure of the measured group was an Leq of 91.3 dBA. One can see that the carpenters' HTLs were slightly worse than that of the population not exposed to noise but somewhat better than the predictions based on ISO 1999. Also, there is a slight improvement between the measured thresholds in 1997 and those from 1988 in the 6000- and 8000-Hz frequencies.

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FIGURE 5. Hearing threshold levels of British Columbia carpenters (triangles, 1988; open circles, 1997) plotted against a population not exposed to noise (closed circles) and predictions of expected hearing threshold levels due to average measured exposures of carpenters of L_{eq} 91.3 dBA (dashed line). Reprinted from Gillis and Harrison [29] with permission of the first author.

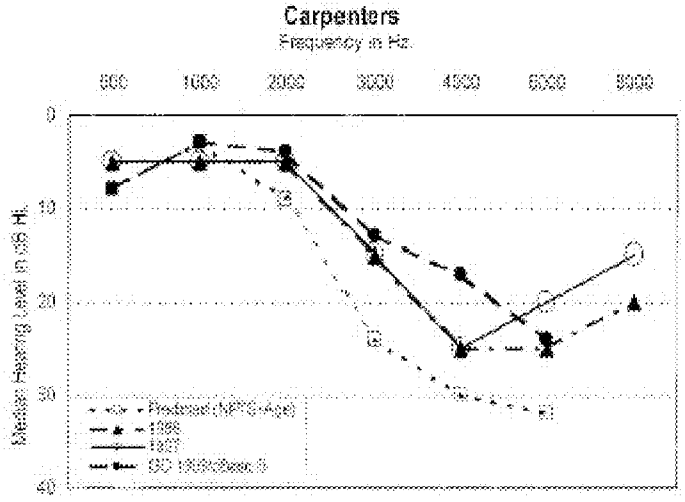

Figure 6 shows the same kind of data for equipment operators. [29] The ISO 1999 estimates of HTL are based on the measured noise exposures of 46 workers with an average L_{eq} of 91.6 dBA. Once again the 1988 HTLs are worse than those of the control population not exposed to noise and better than would be predicted according to the ISO standard. HTLs of the 1997 population, however, mimic the nonexposed curve and are substantially better than would be predicted by the average exposure level of a similar group of equipment operators. The reasons for these improvements are most likely attributable to the success of HCPs, which will be discussed further in the following sections. It is possible that some of the improvements may be due to the learning effect, an artifactual improvement in HTLs that occurs when people take several audiometric tests over a period of time. However, one cannot dispute the large differences between HTLs of these workers and the HTLs that would be predicted from their noise exposures.

FIGURE 6. Hearing threshold levels of British Columbia equipment operators (triangles, 1988; open circles, 1997) plotted against a population not exposed to noise (closed circles) and predictions of expected hearing threshold levels due to average

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measured exposures of equipment operators of L_{eq} 91.6 dBA (dashed line). Reprinted from Gillis and Harrison [29] with permission of the first author.

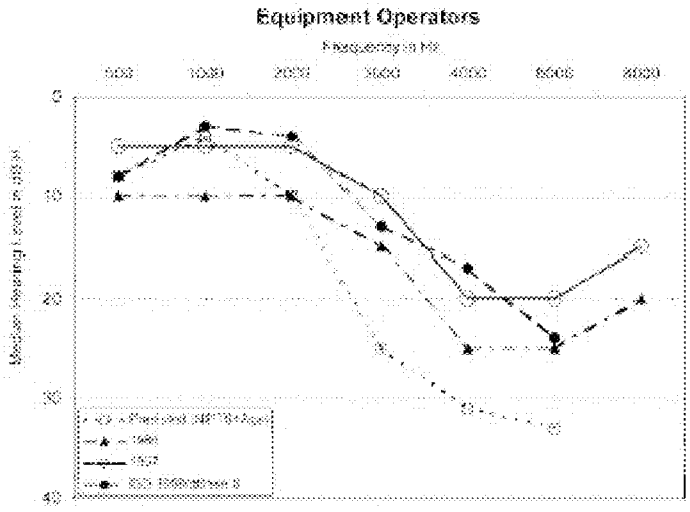

HEARING PROTECTOR USE AMONG CONSTRUCTION WORKERS

Prevalence of Use

The use of HPDs by US construction workers has been notoriously poor, although it has improved slightly in recent years. For example, a 1967 study of occupational health in California noted that HPDs were not considered practical because of heat, dust, dirt, and lack of washing and fitting facilities on job sites. [30] This attitude was probably typical of construction in the United States until fairly recently. Even today, the use of HPDs in construction is not widespread. Greenspan et al. [12] found that only one individual out of the group of operating engineers and laborers they studied used HPDs, and this individual reported that he already had a hearing loss. Most of the group was older than 50 years and most reported that HPDs interfered with communication.

Table VII gives estimated numbers of workers exposed to noise levels of 85 dBA and above in various segments of the construction industry and the reported percentage using HPDs. The numbers of exposed workers are based on NIOSH estimates from 1981-1983, updated to reflect 1995 construction employment data. [4] The percentages are based on NIOSH observations from 1981-1983. One should keep in mind that the numbers exposed include

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all of those exposed to levels, not TWAs, of 85 dBA and above. Even so, the percentage observed using HPDs is quite low, and virtually nonexistent in certain trades.

TABLE VII. Estimated Numbers of Workers Exposed at or Above 85 dBA and Percentage Using HPDs (NIOSH Percentage Estimates [1981- 1983] Using 1995 Construction Employment Data. Adapted from Hattis [4])

SIC	Industry Description	NIOSH Est. No. Exposed >85 dBA	Reported % Using Hearing Protection
152	Residential builders	75,500	1
154	Nonresidential builders	66,300	15
161	Highway and street construction	60,400	11
162	Other heavy construction	90,500	44
171	Plumbing, heating, and air conditioning	52,700	16
172	Painting and paper hanging	35,100	0
173	Electrical work	74,100	0
174	Masonry, stonework, and plastering	33,500	11
175	Carpentry and floor laying	70,700	0
176	Roofing, siding, and sheet metal	22,300	3
177	Concrete work	98,500	19
179	Miscellaneous special trade contractors	74,500	35
Total		754,100	avg. 15%

The information in Table VIII summarizes the prevalence of HPD use according to various studies. In their survey of operating engineers, carpenters, and plumbers/pipefitters, Lusk and her colleagues found that overall, 24% of those surveyed never used HPDs when exposed to high levels of noise, and only 5.3% always wore them when exposed. [32]

TABLE VIII. Summary of Prevalence of HPD Use According to Various Studies

NIOSH (NOES) (1981-1983)[A]
Highway and street construction, 11%
Carpentry and floor laying, 0%
Plumbing, heating, and air conditioning, 16%
Overall average, 15%

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Lusk et al. [31]		
Operating engineers, 49%		
Carpenters, 18%		
Plumbers/pipefitters, 32%		
Overall average, 33%		
British Columbia WCB [29]	1988	1998
Equipment operators	74%	90%
Carpenters	49%	77%
Electricians	55%	87%
Laborers	64%	64%
Truck drivers	46%	73%
Welders	76%	94%
Overall average	56%	75%

[A] Examples from Table VII

By contrast, the majority of British Columbia construction workers regularly used HPDs, even in 1988, when hearing conservation efforts were formally initiated in construction. According to Harrison, [33] British Columbia has required the use of HPDs since 1967, and a positive safety culture has existed there since the early 1970s, when hard hats and HPDs were fairly widely accepted. Enforcement of hearing conservation requirements was stepped up in the early 1970s, mainly in the forestry industry, but compliance appeared to spread into other sectors at that time. The widespread use of HPDs by 1988 is likely to be the primary reason for the better-than-expected hearing threshold levels of the carpenters and equipment operators shown in Figures 5 and 6.

Practical Considerations

The need for construction workers to communicate with each other is as great or greater than in most manufacturing industries. This is particularly true of personnel operating heavy and mobile equipment, such as loaders, dozers, and cranes, as well as personnel on the ground or in structures who need to communicate with them. Unless these workers are fitted with effective two-way or multiway communication systems, HPDs are likely to be viewed as a hindrance to communication and the perception of warning signals. This is especially true of workers who have already incurred a noise-induced hearing loss.

Most of these noise-induced hearing losses occur in the frequencies above 1000 Hz, which

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is the area most critical for the understanding of speech. Unfortunately, HPDs attenuate most effectively in this same frequency range. Consequently, spoken communication and indeed many warning signals become more difficult to perceive and understand when the person with noise-induced hearing impairment wears HPDs. There is a considerable body of research indicating that persons with noise-induced hearing loss are at an increased disadvantage in the perception of speech and warning signals when they wear HPDs. (34)

By contrast, a recent laboratory study of the effects of HPDs and hearing loss on the ability to perceive a common back-up signal indicated that persons with fairly severe losses could still detect a common reverse alarm at a signal-to-noise ratio of 0 dB. (35) These results are not definitive, however, because of the small size of the experimental population and because the subjects had no additional demands on their attention. It does suggest that even hearing-impaired persons wearing HPDs are able to perceive warning signals under certain favorable conditions.

There is also a body of research on listeners with normal hearing that shows that the use of HPDs can actually improve the perception of speech and warning signals in high-noise conditions. This is especially true when the noise is continuous. It appears that the point at which HPDs no longer provide an advantage for normal-hearing listeners is between about 80 and 90 dBA. (34)

However, much of construction noise tends to be intermittent or varying. Intermittent noise, which is typical of carpentry and finishing operations, is characterized by large differences in sound level and periodic interruptions at relatively low levels. Varying noise, which is more typical of the heavy equipment noise generated during site preparation, is characterized by ample differences between maximum and minimum levels, but low-to-moderate levels in between are present for a considerable amount of time. (36,37) Although HPDs may benefit communication during high noise periods, they are likely to be an impediment during the periods of intermittency when noise is below 80-90 dBA, and yet construction workers need to communicate and hear warning sounds during these periods.

This problem would suggest the need for HPDs that can be easily put on and taken off, such as muffs or semiaurals. There are, however, drawbacks to both of these protectors in the construction environment. First, muffs are sometimes incompatible with hard hats and safety glasses. Some muffs can be worn with the headband under the chin, but this position may be awkward. Muffs that are actually attached to the helmet are a popular alternative, but the attenuation is not always as great as with standard muffs because of difficulties in

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proper orientation and fit. The temple bars of safety glasses will often break an earmuff 's seal and attenuation will be reduced. Semiaurals may be useful as they are very easy to don and doff, but workers often find them uncomfortable and dislike the effects on the perception of their own voices due to the "occlusion effect" they sometimes generate. (38)

Interestingly, most workers in the British Columbia program, where the rate of use is highest, prefer to wear earplugs rather than earmuffs or semiaurals. In 1997, 64% of the construction workers reported using plugs, 13% used muffs, 1% used a combination of plugs and muffs, and 22% used no HPD. The use of plugs in British Columbia has greatly increased since a previous survey in 1981, and the use of muffs has decreased. (39)

Earplugs also have their disadvantages, aside from the fact that they require more time and effort to put on and take off than muffs or semiaurals. User-molded plugs, which have become by far the most popular type of plug, require clean hands to roll down and insert. The dust and dirt typical of construction sites can become imbedded in the plug and therefore a possible hygiene problem.

Localization of the sound source can be very important in construction. Workers need to be aware of warning signals, shouts from coworkers, and back-up alarms from moving vehicles. Both plugs and muffs degrade the ability to localize in the horizontal plane (left-right) and muffs have a devastating effect on localization in the vertical plane. (34,40,41) This fact has particular implications for the safety of iron workers and others who depend on communication in the up-down dimension.

It is true that hearing loss itself degrades the ability to localize (42) and to perceive speech and warning signals, (34) and one of the best ways to prevent hearing loss is the effective use of HPDs. This presents a difficult paradox because one is reluctant to generate safety problems in the effort to reduce an adverse effect on both safety and health.

The most recent noise regulation in British Columbia, which applies to construction as well as general industry, requires the posting of noise hazard areas when average exposure levels exceed 85 dBA (L_{eq}) or peak sound levels exceed 135 dBA. Employers must supply HPDs and workers must wear them in areas that have been posted. (43) This would presume that construction workers would be obliged to wear HPDs during the quiet periods and in noise levels between 80 and 90 dBA, even if they should pose a safety hazard. The regulation does state, however, that workers must wear HPDs "in accordance with instructions provided by the employer." Hopefully, employers would see fit to allow, even encourage

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workers to remove protectors when noise levels drop below about 85 dBA, but such flexibility on the part of both contractors and workers may not be easy to achieve. Employers often have the idea that bigger is better, and seek out HPDs with the most attenuation, regardless of an employee's noise environment and job needs. This practice can lead to overprotection, when too much attenuation can prevent workers from hearing sounds that are necessary to their job performance and safety. HPDs with only mild or moderate levels of attenuation can be quite adequate, as long as they are worn properly.

The British Columbia noise regulation requires certain selection criteria for HPDs, which are based on the Canadian Standards Association Standard, Z94.2-94, "Hearing Protectors" and its appendix. These criteria include communication demands on the worker as well as the worker's hearing ability and daily noise exposure. (43) The requirements should have the effect of encouraging employers not to overprotect.

In the United States the ANSI standard (S12.6) for estimating the attenuation of HPDs has recently been revised to include a subject-fit protocol (Method B) in addition to the traditional experimenter- fit method (Method A). (44) Using the new subject-fit procedure results in noise reduction ratings (NRRs) that are somewhat lower, but considerably more realistic than those derived by the earlier method, which is still printed on the HPD's package. US employers should be encouraged to use the newer Method B values whenever available, and to understand that they are more reflective of real-world use. In other words, employers should understand that hearing protector attenuation needs to be adequate but not excessive, and that overkill is a bad idea.

Regardless of whether HPDs improve or interfere with the perception and identification of warning sounds in specific cases, many construction workers believe that they will be a hindrance and therefore resist wearing them. A survey of carpenters' attitudes showed that nearly 50% believed they would be unable to hear warning sounds when wearing HPDs, and an additional 17% was unsure. (45) This problem calls not only for improved training, but an educated sensitivity on the part of those who dispense and supervise the wearing of HPDs.

Potential Solutions

Over recent decades, certain HPDs have been developed with speech communication and warning signal detection in mind. They may be classified as passive attenuators, attenuators aided by electronics, and communication systems. (For a comprehensive review of

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technology advances in HPDs, see Casali and Berger. [46])

Passive attenuation is characteristic of conventional plugs and muffs that do not use electronic systems. An example of a relatively new passive device is the Ultra 9000 (Aearo Co. Indianapolis, Ind.), a level-dependent earmuff that uses a valve system to achieve low levels of attenuation in low noise levels, with substantial attenuation in impulsive noise conditions. [47] Although this muff provides somewhat less attenuation in the low frequencies than in the middle and high frequencies, the slope between 500 and 8000 Hz is relatively flat (when worn correctly), which is desirable for speech communication. Other earmuffs without the level-dependent characteristic are currently being marketed for their communication advantages. An example is the Bilsom NST (Bacou-Dalloz Inc., Reading, Pa.), which has a relatively uniform attenuation between 250 and 6000 Hz.

Another promising development in the passive category are the ER-15 and the ER-25 plugs (Etymötic Research, Elk Grove Village, Ill.). The former provides a uniform attenuation of approximately 15 dB throughout nearly the entire frequency range, and the latter 25 dB of attenuation, although it rolls off slightly in the low frequencies. According to Killion et al., [48] the acoustics of the ER-15 plug were developed to mirror the natural response of the open ear while providing some amount of attenuation. It has become known as the "musician's earplug" because of its popularity among musicians, who require spectral "fidelity." Because its official NRR is only 7 dB, it is not appropriate for all occupational uses. The ER-25, however, does provide more attenuation, with an NRR of 16. The major drawback to these HPDs is that they must be custom molded to the user's ear, which adds considerably to the cost.

There are some conventional earplugs that attempt to achieve a flat attenuation at much lower cost. For example, Aearo's Ultratech plugs, with NRRs of 12 or 16 dB, are premolded plugs that have a slope of only 10 dB between 125 and 8000 Hz when worn correctly. Even though the NRRs of these devices are not as impressive as the 25-to-30 dB of many other HPDs, their attenuation would be sufficient for many construction activities, as long as they are inserted and worn properly.

There are two types of earmuffs that employ electronics. One uses noise cancellation to achieve attenuation. The other uses amplification to permit the passage of low and moderate levels of sound, maintaining a constant level at the ear. It then acts as a passive attenuator at high levels. An example of the latter is the Peltor Tactical 7-S (Aearo Co., Indianapolis, Ind.). This type of HPD offers promise of protection against high-level impulses

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superimposed against a background of relative quiet. [46]

Noise canceling earmuffs use electronics to generate an "antinoise" signal that reduces incoming noise levels by 20 dB or so in the low frequencies. An example of this HPD would be the ProActive 3000 muff (Noise Cancellation Technologies Inc., Stamford, Conn.), with an NRR of 21 dB assessed in the passive mode. These devices are useful mainly in environments characterized by high levels of low-frequency noise, where C-weighted levels exceed A-weighted levels by at least 10 dB. Because the electronics take up considerable room in the earcup, they cannot achieve as much passive attenuation as certain other protectors. However, they can produce a flatter attenuation curve when the active noise reduction feature is activated by boosting attenuation in the low frequencies and they can also reduce the troublesome masking properties of low-frequency noise. As of 1989, at least seven different companies had working models of active noise reduction headsets using noise cancellation technology, [49] but that number is probably lower today. Cost is a drawback, with prices ranging from $150 up to $1000 per set. [46]

It appears that there has been little laboratory or field testing of speech recognition with either type of electronically aided muffs. These HPDs may indeed be of benefit to speech communication and warning signal detection, but further evaluation is indicated before they are relied on in situations when speech communication is critical.

Communication headsets, however, have been used successfully over the years when communication at a distance is necessary. Although they cost anywhere from $200 to over $600, the expense can be more than offset by the benefits of clear and necessary communication. Noise cancellation may be used in these devices as an added benefit in the reduction of low-frequency noise, as in the Aviation Headset X (Bose Corp., Framingham, Mass.). Passive attenuating muffs may be plugged into existing radio systems, or self-contained units are also available for communication at distances of up to 2 miles. Several companies manufacture HPDs as communication headsets, with NRRs ranging from 21 to 29 dB. (50)

With the passage of the Americans with Disabilities Act in 1990, it is within reason to speculate that employers, including construction contractors, may need to provide workers who have hearing losses with HPDs that are suited to their communication needs, both in terms of spoken communication and the perception of warning signals. [51]

Clearly, the only practical, long-term solution to the many problems of hearing protector use

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in construction is noise control, both in the design and manufacture of construction equipment and at the construction work site.

AUDIOMETRIC MONITORING/ RECORD KEEPING

Audiometric testing is of little value unless serial audiograms can be compared, threshold shifts detected, and measures taken to halt the progression of noise-induced hearing loss. Single audio-grams may indicate hearing loss, but unless a series of audiograms imply an occupational cause, the process is only one of documentation rather than conservation of hearing.

Barriers to Successful Audiometric Monitoring and Record Keeping

There are several reasons why meaningful audiometric testing and the proper keeping of records are difficult in the construction industry. These include (1) mobility of construction workers, (2) the temporary and seasonal nature of employment, (3) the small size of construction companies, and (4) the prevalence of self-employment.

The Center for the Protection of Workers Rights has compiled a substantial amount of information about the construction industry and its workers from the Bureau of Labor Statistics, the Bureau of the Census, and other sources, which can illuminate these issues. (52)

Mobility. Depending on the size and nature of the project, construction workers may work for one company for only a matter of weeks or months, or up to many years. The average duration, however, is less than in the manufacturing industries. Job tenure in construction also depends on whether an employee belongs to a union. In 1993 the median job tenure in construction for union employees was 5 years and for nonunion employees, 3 years. (52, chart 20b) However, nearly 80% of construction employees are not unionized. (52, chart 14a)

Temporary and Seasonal Nature of Employment. Temporary unemployment is common among construction workers, and seasonal breaks are particularly common in the northern states. Unemployment ranges from 5 to 10% higher in construction than in the general population (52, chart 20c) and the rate of failure in construction companies has been consistently greater than in other industries as a whole. (52, chart 11a)

Small Size of Construction Companies. Small businesses are less likely to conduct

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audiometric testing, and those with 10 employees or fewer are generally exempt from record-keeping requirements. Nearly 82% of construction establishments have less than 10 employees and less than 1% have more than 100 employees. (52, chart 3c)

Prevalence of Self-Employment. Construction workers who are self-employed are less likely to be part of an employer's safety and health program, and are unlikely to have their own hearing tested. About 2 million of the estimated 5 million construction workers list themselves as self-employed, and 75% of these are unincorporated. (52)

Potential Solutions
Centralized Systems

British Columbia. The most successful HCP for construction workers is the program conducted by the Worker Compensation Board (WCB) of British Columbia. One measure of its success can be seen in the better-than-expected hearing threshold levels of construction workers and the improvements between the thresholds in 1988 and those measured in 1997. The examples given in Figures 5 and 6 are representative of all of the trades measured. (29) This program has the advantage of being centralized in the WCB, which is supported from fees taken out of the worker compensation premiums of British Columbia employers.

The program has been in effect for construction workers since 1987, when audiometric tests were initiated, and since then tests have been conducted annually. An updated noise regulation specifies a PEL of 85 dBA, a 3-dB exchange rate, a peak sound level limit of 135 dBA, and engineering controls above these limits whenever practicable. (43) Noise exposure monitoring and training and education are required at an action level of 0.5 (an L_{eq} of 82 dBA), but these latter requirements are not rigorously enforced in the construction industry. (53)

The WCB trains and certifies all technicians, who then provide audiometric testing, training, and counseling to construction workers. Audiometric information, including a medical history, is collected by the technicians on an optical-read form and scanned onto a WCB mainframe. In addition, workers carry with them a "WorkSafe" card, which contains a record of their hearing test, the date of the test, and boxes in which the technician may check whether the worker has received an explanation of the results, a fit test of hearing protection, or whether the requirement to wear HPDs has been discussed. Workers are advised to show the card at the next test in one year. The regulation requires also that the

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employer maintain, "in a manner acceptable to the board," (sec. 13.120) a record of the hearing tests for each worker as long as the worker is employed by that employer. (43)

Information about noise control and other aspects of hearing conservation is made available to employers through a WCB newsletter as well as through the technicians. Roberts (53) reports that compliance with the regulations is fairly good in heavy construction, commercial building, and road construction, but poorer in housing construction and among small-business contractors (which is not surprising). Also, because the regulation requires hearing tests "not later than 6 months after the start of employment, " (sec. 13.116) workers on short jobs are likely to be overlooked.

European Programs. Bygghälsan, the Swedish Foundation for Industrial Safety and Health in the Construction Industry, was founded in 1968. Its support was generated by assessing contractors for fees based on hours worked, and, like the British Columbia program, provided a central repository for hearing test data and other types of information. Its activities in recent years have been severely curtailed because of government cutbacks. The CPWR Chart Book, however, does contain data showing the decreased prevalence of "severe high-tone hearing loss" in Swedish construction workers between 1971-1974 and 1986-1990. (52, chart 40c)

In Germany, Arbeitsmedizinischer Dienst, state-run occupational health centers assist small companies with audiometric testing and the retention of audiometric records. (54)

Requirements of Other OSHA Regulations. Welch and Roto (55) report that of the 21 OSHA regulations requiring medical monitoring, 13 apply to construction. Both lead and asbestos have their own construction versions, although lead is, at this time, a final interim rule. The lead standard, 29 CFR 1926.62, requires a full medical examination when blood-lead or air sampling levels exceed certain criteria. The asbestos standard, 29 CFR 1926.1101, requires medical monitoring for all employees who are exposed above the PEL or an "excursion limit" for a combined total of 30 days or more per year. A medical exam must be given at least annually. It should include pulmonary function tests and may include a chest X-ray at the discretion of the physician. An exam is not required if records show that an employee has been examined within the past year.

The general industry regulation for hazardous waste operations, 29 CFR 1910.120, also requires medical examinations, and the revised respirator standard, 1910.134, requires

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physician clearance for workers to wear continuous-flow respirators. These standards also apply to construction.

Employers, including construction contractors, are required to ensure that these tests are performed and must pay for them. The problem is that the many complex characteristics of construction mentioned above (mobility, seasonal and short-term nature of the work, prevalence of self-employment, etc.) work against efficient medical monitoring programs, especially the keeping of records. OSHA's record-keeping rules, which have the same provisions for construction as for general industry, limit the requirements for short-term employment and for companies with 10 or fewer employees, except in cases of fatalities or multiple hospitalization accidents. Clearly, great numbers of construction workers are falling through the cracks.

Even for those companies that would be responsible for keeping records of medical monitoring, the question remains as to what to do when employees move on. The construction regulation for access to medical records (29 CFR 1926.33), which is identical to the general industry regulation (29 CFR 1910.1020), states that employers need not retain records after an employee's termination, but may simply give the records to the employee, provided that the employee has not worked there for more than 1 year.

But the question of effective follow-up remains open, especially in the case of audiometric testing, which is so dependent on the comparison of serial audiograms. There appears to be little experience with effective records management for construction employees for any health hazard outside of British Columbia. The one exception may be joint labor-management programs.

Joint Programs. Several of the unions whose members perform construction work have negotiated medical monitoring, testing, and training programs through the collective bargaining process. Examples of these are ironworkers, painters, carpenters, laborers, and sheet metal workers. All of these unions have centralized funds used mainly for training, but that also pay for some medical testing, such as asbestos exams, lead, and clearance for working with hazardous waste. (56)

A good example of this type of program is the MOST (Mobilization Optimization, Stabilization, and Training) program run by the boilermakers union. (57) The program covers drug, pulmonary function, and respirator fit testing, as well as safety glasses and safety training for some 20,000 boilermakers at this time, and it will soon involve 26,000 construction workers in Michigan. In addition, it is now open to all crafts in the nation. One

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of its most interesting aspects is the Employee Verification System, the ability of employers to call in to the program headquarters and obtain information on pulmonary function levels, as well as the dates on which all testing and training occurred. The program used to include full medical exams, including audiometric testing, but that segment was discontinued due to expense.

Unfortunately, there is no evidence in the United States of joint labor-management programs for construction workers that include audiometric testing and record keeping.

Even though these joint programs may be very successful, there are two principle disadvantages. First, union members are understandably reluctant to pay for medical monitoring and training when OSHA regulations have mandated these as employer responsibilities. Even though it is actually the employer who pays, workers may be reluctant to use collective bargaining to achieve benefits that are their right by law. The second and most obvious disadvantage is that 80% of the construction work force is not organized and therefore would not benefit from this type of arrangement.

There is no reason, however, why contractors could not pay into a fund for purposes of medical monitoring, including audiometric testing and record keeping, which would be managed by a public or private agency. This fund would then cover all construction workers, whether or not they were unionized.

State-Run Programs. There are, in fact, some states that have adopted OSHA's hearing conservation amendment for construction workers. For example, the State of Washington's Department of Labor and Industry is divided into a worker compensation section and an occupational safety and health section, the latter having jurisdiction over noise regulations. However, there has been virtually no enforcement or compliance with the construction noise standard, so merely adopting the federal hearing conservation standard for construction workers is not necessarily the answer unless the state is willing and able to enforce it.

It appears that the best solution would be a program like that of the WCB. Here, a centralized agency, in this case the WCB of the Province of British Columbia, not only keeps the records but trains the technicians, ensures follow-up, and provides quality control. This function could be carried out within the United States by state agencies, such as health departments.

There is a program called the Adult Blood Lead Surveillance program, funded by NIOSH

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and the Centers for Disease Control and Prevention, in which 26 states keep a register of the effects of lead and other heavy metals. These data are generally used for epidemiological purposes, but in some cases for individual follow-up. In New York, for example, all blood lead levels are sent to the State Department of Health and high levels can trigger follow-up phone calls to lead-exposed individuals. (58) In addition, some states have cancer or silicosis registries.

Although a state-run program is likely to be the most efficient solution for HCP elements such as audiometric testing and record keeping, these programs are always susceptible to the whims of state legislatures or federal funding sources. The perfect solution is elusive.

Credit-Card Type Storage Devices

Contemporary technology could make the problem of construction worker mobility somewhat more tractable. These devices, like optical cards, may be carried in one's wallet and are capable of storing considerable amounts of information. Evidently they are already being used for documenting safety training. According to Stephenson, (59) any audiometer that can communicate with a personal computer (which is a great many audiometers nowadays) can handle these devices. All that is needed is the appropriate software and a special drive. NIOSH has this capability at this time.

An example of the effective use of these "smart" cards is the program that allows travelers to cross the US/Canadian border by inserting a card encoded with the individual's fingerprint into an optical reader. According to a press release issued by Canon USA in 1995, these cards can store the equivalent of 1600 pages of text or other digital data, and they are already widely used in the health care field as a portable clinical record. (60) No doubt the technology has advanced considerably since then.

NOISE, HEARING LOSS, AND ACCIDENTS IN CONSTRUCTION

Accidents in Construction

Traditionally there has been a high rate of occupational injuries in the construction industry. Sweeney and her colleagues collected the following data from the Bureau of Labor Statistics and various other sources: (61) Construction workers represent 6.5% of the work force, but 18% of the fatal injuries occur in construction. After mining and agriculture, construction ranks third for workplace fatalities and injuries. The leading causes of

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construction fatalities include falls (31%) and transportation incidents (27%). Contact with or being struck by an object and musculoskeletal disorders account for more than 50% of all traumatic injuries. Construction workers are twice as likely as the average worker to be killed by a motor vehicle, and 40% of worker fatalities from motor vehicle accidents are pedestrians. Nearly 2000 machine-related deaths in construction occurred between 1980 and 1992 and in nearly one-third of the cases the worker was struck by a moving mobile machine. Laborers (23.5%) and operating engineers (22.6%) accounted for nearly half of the machine-related deaths.

Possible Contribution of Noise and Hearing Loss

There is little objective information linking noise exposure or hearing loss with accidents specific to construction, but common sense would suggest that many of these accidents might have been prevented had workers been able to perceive warning shouts or signals. The high incidence of fatalities from being struck by objects, of transportation incidents, and the frequency of fatal accidents from moving machines (especially with pedestrians as victims) all suggest a breakdown in communication.

Noise and hearing loss have been implicated in studies of other industries. For example, noise and hearing loss were found to be accountable for 43% of the injuries in a shipyard setting. [62] The authors considered other possible causes, such as alcohol consumption, cigarette smoking, and the use of earplugs, and found that alcohol consumption was the only significant factor besides noise and hearing loss. It appears that the authors controlled for age and job hazard.

Zwerling et al. [63] assessed the likelihood of occupational injuries in a large sample of workers drawn from the National Health Interview Survey. These workers had listed themselves as having some kind of preexisting impairment: visual or hearing impairment, back conditions, upper or lower extremity conditions, diabetes, epilepsy, and arthritis. The authors found that the highest risk of job-related injuries came from workers having sensory impairments with odds ratios for blindness of 3.21, deafness 2.19, hearing impairment 1.55, and visual impairment 1.37 (which was not statistically significant). Of the seven occupational groups studied, laborers represented about 8% of the total cohort, and approximately 36,000 in this group (13%) were construction laborers.[64] The remainder of the group included material handlers, as well as operators of various kinds of vehicles and equipment, some of whom might also be considered construction workers. The category titled laborers was one of three blue-collar categories, the others being mechanics/repairers,

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and operators/assemblers. The odds ratio for injury among laborers was 4.16, the highest of any of the groups.

Another study of a large industrial population compiled accident data from factories over a 2-year period. [65] The authors found that the frequency of accidents and illness-related absences increased with increasing noise exposure levels for both men and women. The relationship between noise exposure and accidents was significant for men but not for women. Unfortunately, it can be very difficult to control for the hazardous nature of various jobs in this kind of study, and it is possible that high levels of noise may be related to jobs that are inherently hazardous.

Reverse Alarms

In recent years there has been some attention to the questionable effectiveness of back-up alarms in mobile machinery. A study by Laroche et al. [66] demonstrated that the audibility of back-up alarms on dump trucks is compromised because of the ineffectiveness of their acoustic signals. Laroche and Lefebvre [67] traced 22 fatalities to faulty back-up alarms in the Province of Quebec over a 15-year period. Table IX provides an updated version of these data, giving the cause of each accident and comments about noise levels and the back-up alarm specific to each situation. [68]

TABLE IX. Deadly Accidents Involving Heavy Vehicles and Noise (After Laroche et al.; [69] Updated, Expanded Version Translated into English Provided by Laroche [68])

Case No.	Date of Accident	Employee	Vehicle Involved	Cause of Accident	Comments
1	08-29-91		tow truck		noise level exceeded alarm
2	06-02-88	splitter/operator (aluminum co.)	forklift	poor visibility, plus backup alarm not detected	
3	04-28-88	water system installer	dump truck (?)	backup alarm not detected	poor synchronization of maneuvers
4	09-04-87	flag person (construction site)	dump truck (10 wheeler) backup alarm:	backup alarm not detected	alarm: 90 dBA; noise from steamroller: 87

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			DAP		dBA
5	07-01-87	quality control attendant (construction site)	dump truck (10 wheeler) Kenworth 1974	backup alarm not detected	backup alarm in front of the 2 back axles and directed toward the left. alarm : 80-85 dBA; noise: 105-107 dBA
6	01-09-87	flag person (construction site)	dump truck (10 wheeler)	misjudgment by worker	alarm level greater than noise levels
7	08-08-86	marine docker	forklift	backup alarm not detected, plus driver's vision obstructed	noise: 84-96 dBA; alarm: 12 dBA
8	08-15-85	flag person (road repair)	5-ton truck backup alarm: DAP 50	backup alarm not detected, plus poor planning of operations	noise: 92 dBA; alarm: 75 dBA
9	11-21-83	shipping and receiving clerk (interior site of a pharmaceutical co.)	delivery truck	noise from truck was not detected	high noise level because of construction
10	10-06-82		loaded dump truck, Mack 76 (10 wheeler) (28,800 kg)		poor judgment or noise level same as alarm
11	09-24-82	docker (port)	road hauler	noise from hauler was not detected	high noise level, poor lighting; one-way circulation

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12	09-17-82		10 wheeler dump truck		alarm was not functioning, high noise level
13	01-20-82	general foreman (James Bay site)	loaded cement mixer (82,000 kg)	backup alarm not detected	alarm: 83 dBA at 1 ft noise: 107 dBA at 3 ft
14	11-23-81	welder (railroad)	grinder, LORAM	horn was not detected	horn: 97 dBA welding noise: 90.5 dBA
15	08-10-81		loader		lack of good work method, no backup alarm
16	12-06-78	garbage collector assistant	garbage truck	backup alarm or noise not detected (?)	surrounding noise greater than truck noise
17	08-21-78	flag person (road repair)	dump truck (10 wheeler)	backup alarm not detected	noise level greater than alarm
18	01-08-76	digger operator (Miron)	Ford 8000 dump truck (8 wheeler) (10 tons)	noise from truck was not detected	no backup alarm
19	12-29-75	flag person (snow removal)	leveler	noise from leveler was not detected	no backup alarm
20	07-08-75	flag person (steel works site)	dump truck (19 tons)	noise from truck was not detected	worker was walking with his back to the truck
21	08-14-75	crane operator	platform type tow truck	noise from truck was not detected	no backup alarm
22	07-08-75	truck driver (road repair)	dump truck (7 tons)	noise from truck was not detected, also subject was very close to the back of the truck	high noise level

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23	03-18-75	pedestrian (construction site)	dump truck	noise from truck was not detected	high noise level, no backup alarm
24	03-12-75	engineer (road excavation)	loader (2.5 tons)	noise from loader was not detected	high noise level

Laroche and Lefebvre [67] concluded that there are at least five principle causes for these types of accidents: (1) hearing loss among construction workers, (2) high noise levels on some sites, (3) worker attentional demand or complacency, (4) inadequate placement of alarms, and (5) deficient acoustic features of the alarms.

The adverse effect of hearing loss should be self-evident, as with high noise levels, because they both would degrade the ability to perceive back-up alarms as well as warning shouts. Worker at-tentional demand from complex tasks or stimuli could cause the failure not so much to hear but to attend to the warnings produced by back-up alarms (see review of this subject by Suter, Ref. 34, Chapter 4). Inattention caused by habituation also could reduce the ability to react appropriately to the sound of warning alarms.

Laroche and Lefebvre [67] reported that placement of the back-up alarm is often problematical. For example, some owners position the alarm underneath the vehicle to protect it against weather, which placement has an attenuating effect. With regard to deficient acoustic features, the authors found that most back-up alarms produce puretone signals around 1400 Hz or modulations of two neighboring sounds, 1250 and 1350 Hz. Reflections of these sound waves on the ground or diffraction by the sides of vehicles have the effect of reducing or even canceling them before reaching the listener. Within spaces of less than a few inches, Laroche and Lefebvre found variations in sound pressure level of more than 15 dB behind vehicles. Finally, the use of a pure tone in the 1500-3000 Hz range is not efficient for purposes of auditory localization. [69]

There are several reasonable solutions to these problems. First would be to prevent hearing loss through noise control, the judicial use of HPDs, and training. Second, noise levels on the construction site should be reduced through the manufacture and purchase of quieter equipment and the proper maintenance of all noise-producing equipment. Third, workers should be trained in the awareness of warning signals as well as all aspects of hearing conservation. Fourth, back-up alarms should be placed for optimal reception by the intended listener. Fifth, greater attention should be given to the workers' sound environment and sound propagation in the design of the alarm, as well as the psychoacoustics of audition.

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Laroche and Lefebvre [67] caution that back-up alarms should not emit just one pure tone because of the considerable risk of sound cancellation, but instead should produce several frequencies in the 500 to 2000 Hz range that are not harmonically related.

In optimal conditions the sound level of an alarm should exceed the background noise by 10-15 dB. However, this can pose a problem to the residents neighboring construction sites, who often complain about the noise of back-up alarms. A partial solution could be found in the form of an auto-adjusting alarm, which senses noise in the environment and adjusts its signal to a level 10 dB above that of the background noise. An example is the Starmatic 63-000 (Star Warning Systems Co., Avon, N.Y.), an auto-adjusting back-up alarm, with a range of 87-112 dB.

One final recommendation came from a safety workshop attended by laborers, and that is that personnel backing heavy vehicles should use an additional worker as a "spotter." [56] This worker is presumably in a place where the operator can see him or her, and it is important that the worker is trained and alert because Laroche and her colleagues found that the "signalman" was sometimes the one who was fatally hit. [66]

NOISE CONTROL IN CONSTRUCTION

There is a considerable amount of information available on the control of noise in the various aspects of construction, and a detailed discussion of this topic is beyond the scope of this report. A brief overview, however, would be useful. Noise control solutions include the efficient operation and maintenance of construction equipment, retrofit of existing equipment, and the design of quieter new equipment.

Feasibility

It appears that noise reduction in most construction sites and for most construction equipment is feasible. Although some tools will still require the use of HPDs for adequate protection, there is a great deal that can be done. Figure 7, from the Bureau of Mines, gives examples of how noise control could be applied to surface mining machines, several of which are used in construction. [70] Note the dramatic reductions achieved in haulage trucks, front-end loaders, and graders. Although some of these noise problems may have been mitigated in contemporary equipment, undoubtedly many have not yet been sufficiently quieted.

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FIGURE 7. Examples of how noise control may be applied to surface mining equipment, some of which is used in construction. Reprinted from Bartholomae and Parker, [70] US Bureau of Mines publication.

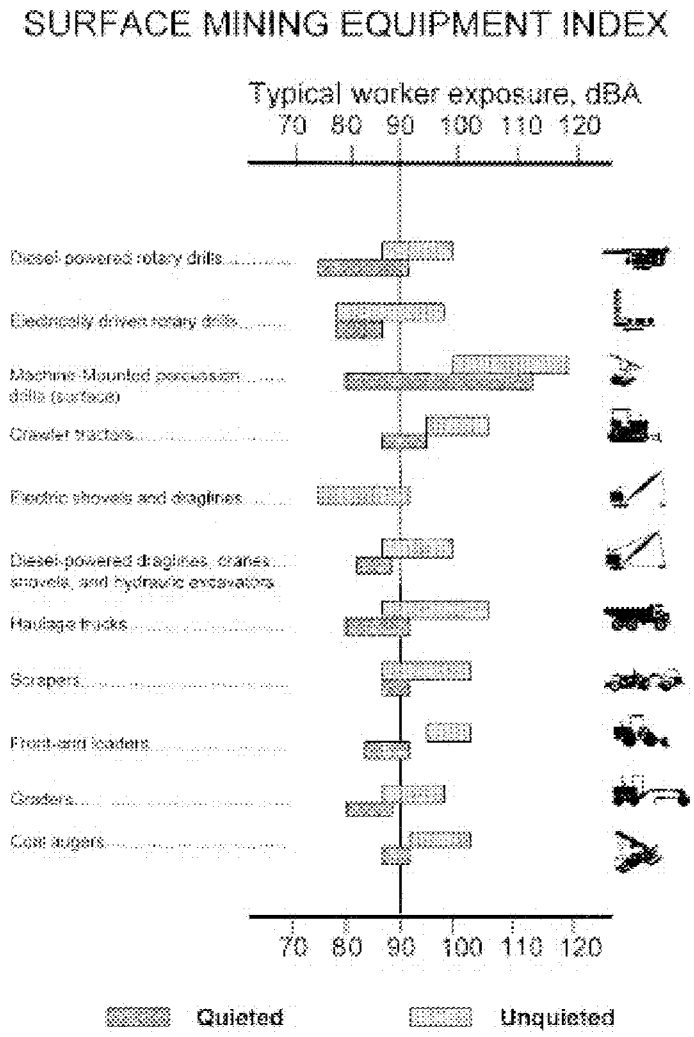

Maintenance

One of the least expensive and most rewarding noise control practices is the proper operation and maintenance of equipment. This includes keeping noisy operations away from workers who are not involved in that process, lubricating parts, keeping saw blades

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sharpened, and replacing worn bearings and other parts as needed. It also involves keeping the doors and windows of noisy vehicles closed to the extent possible to protect the operator from the engine and exhaust noise. Like any vulnerable part, noise control measures, such as gaskets and mufflers, need to be maintained and replaced when necessary to provide the desired attenuation.

Retrofit

Retrofit applications, such as those advocated in the Bureau of Mines Handbook, [70] include installing mufflers, enclosing and insulating the cabs of noisy vehicles, and enclosing parts of noisy machines. Table X, from Schneider et al. [51] lists types of construction equipment and suggested retrofit controls. The authors give references for each control measure. For example, they cite a report by the Society of Automotive Engineers, which found that changing from an inadequate to a better muffler could make a difference of 1-3 dB, and installing a muffler where one had been lacking could make a difference of 10-12 dB. [71]

TABLE X. Noise Controls for Construction Equipment (from Schneider et al. [51])

Equipment	Noise Controls
Pile driver	Enclosure, muffler
Stone cutting saw	Noise control pad with water
Handheld impact drills	Reduction of reflected sound
Circular saw blades	158 tooth angle, new tooth configuration, slotted saw blades, viscoelastic damping
Pneumatic tools	Muffler
Pavement breaker/Rock drill	Muffler, enclosure of cylinder case and front head, moil damping
Portable air compressor	Muffler, acoustic enclosures
Bulldozer	Cab-liner material, enclosure, sound absorption in canopy, sealing of all openings
Wheeled loader	Absorption of sound cooling air route
Vibratory roller	Flexible mounting for pump compartment
Joint cutter	Antivibration mounting fixtures

There may be times when retrofits yield only small improvements in noise level and HPDs

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are still necessary to prevent hearing loss. Researchers at the Mine Safety and Health Administration found that retrofit controls tend to reduce high-frequency noise more readily than low-frequency noise, often resulting in differences between C-weighted and A-weighted noise levels that exceed the nonretrofit condition, even though A-weighted levels had been reduced. (72) Although this finding should not discourage the use of retrofit measures, it does provide additional support for choosing HPDs with good low-frequency attenuation and careful training in their effective use.

Design

The most efficient and economical stage at which to control noise is in the design phase. This is true both in the design of a potentially noisy work space and in the design of equipment. For example, changes in the pathways of ductwork can reduce fan noise, (73) and changing low-frequency jet noise to high-frequency can make it easier to control. (74)

At an Environmental Protection Agency (EPA) hearing many years ago, George Diehl, an acoustical engineer with the Ingersoll-Rand Co. (Woodcliff Lake, N.J.), reported on a "whisperized" air compressor, in which the noise level had been reduced from 110 dBA to 85 dBA. (75) At that time the company was also working on noise from rock drills (pavement breakers and jackhammers), and had reduced the noise between 8 and 10 dB, while simultaneously reducing vibration. Mr. Diehl also discussed another type of demolition tool called a "hobgoblin," which was mounted on a backhoe. Because it was hydraulically operated it had no air exhaust, and therefore, the major source of noise was reduced. He reported that it could do the work of 10 to 24 regular paving breakers while producing considerably less noise. (75) It appears that this kind of push for the control of construction noise in the United States has diminished, but it continues to progress in Europe.

There is, however, an interesting innovation being developed called the Raptor (Brookhaven National Laboratory, Upton, NY), a machine that fractures concrete by firing steel nails from silencer-equipped guns. It is reported to work more rapidly than the conventional jackhammer, does not rely on an air compressor, and the noise level is projected to be below 80 dB. (76)

Resources

There are many such reports on noise control solutions in the construction industry. Some of

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them are consolidated in booklets or a series of articles. In addition to the sources cited by Schneider et al., [51] the following are some examples.

Mining Machinery Noise Control Guidelines, 1983, a Bureau of Mines Handbook. [70] This publication contains information on the noise levels of surface and underground mining equipment, some of which is used in construction, particularly in the site preparation phase of large construction projects. For each piece of equipment the booklet lists typical noise levels, along with recommended treatments, quieted noise levels, costs in dollars and labor in hours, and the availability of treatments. These descriptions include sources for commercially available noise control products and materials, technical reports on the development and demonstration of noise control treatments, and case histories.

Noise Control, Proceedings: Bureau of Mines Technology Transfer Seminars. [77] This book of proceedings contains specific articles covering some of the same types of information as above, with more text.

Constructional Noise: A Survey of Noise on Building Sites, Byggha¨lsan, Stockholm. (78) This booklet gives octave band and A-weighted noise measurement data for more than 30 examples of construction noise sources, along with information on the work operation, cause of the noise, and suggested control measures for each type of equipment or setting. Although these data are more than 25 years old, many are undoubtedly still applicable. It includes comments about controls and the need for hearing protection.

Noise Control: A Guide for Workers and Employers, US Department of Labor. [79] Although this guide pertains to general noise problems and their solutions, some of the principles of noise control also apply to construction. It was originally published by the Swedish Work Environment Fund, translated, then edited and adapted by OSHA.

"Noise Control: Principles and Practice," published in *Noise News International* between June 1994 and June 1999, form a series of 15 articles by Stig Ingemansson, the original author of the Swedish guide previously cited. [80] The articles represent an edited and updated version of the older guide.

Many papers and articles on noise control, some of which deal with construction, are available in the publications of the Institute of Noise Control Engineering, which has headquarters in Pough-keepsie, NY These include Noise Control Engineering Journal, Noise News International, and the proceedings of annual conferences, both US and international.

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In addition to the preceding suggestions, there are other publications, such as those cited by Neitzel and Seixas: [15] Alfredson and May, [81] Kessler, [82] and Mulholland and Attenborough. [83]

EPA

The Office of Noise Abatement in the US EPA, which functioned between 1972 and 1982, made significant efforts to control noise in the general environment, including construction noise. Funding for the program was terminated in 1982 by the Reagan administration, and the office was closed. However, the statutory requirements still stand because Congress has never rescinded them: the Noise Control Act of 1972 and the Quiet Community Act of 1988 (P.L. 92-574, 1972 as amended at U.S.C. 4901-4918, 1988).

Of interest in the area of construction are the regulations for medium- and heavy-duty trucks, air compressors, and regulations for the existing motor carrier fleet. These regulations are still in effect but are not being enforced. Two pieces of construction equipment, pavement breakers and rock drills, were identified as major sources of noise and set on the path toward regulation, but were "disidentified" when the program closed in 1982. The agency also considered the regulation of wheel and crawler tractor noise emission. The Noise Control Act required EPA to regulate the labeling of products that emitted or reduced noise, but EPA only promulgated one regulation in this category, the attenuation of HPDs.

A considerable amount of information about construction noise was generated by the agency, most of which is listed in EPA's *Bibliography of Noise Publications.* [84] Some titles pertaining to construction noise are listed in Appendix A. In addition, EPA has microfilmed much of the materials from the Office of Noise Abatement, and many of its contractor reports are still obtainable.

EUROPEAN STANDARDS AND DIRECTIVES

Activities of the European Community Undoubtedly the most interesting developments in noise standards and regulations are currently occurring in the European Community (EC), now known as the European Union (EU). With the economic unification of European countries, the effort to harmonize existing standards and to develop a unified approach to new standards has been taking place for nearly two decades. There are now a great many

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European standards and directives in the field of noise measurement, effects, permissible limits, and control, including some that are specific to construction.

Although publications in this area tend to use the terms "standard" and "directive" interchangeably, the word "standard" is usually applied to measurement procedures or proposals set forward by consensus groups such as the International Organization for Standardization (ISO) or the International Electrotechnical Commission (IEC). The term "directive" usually applies to an order issued by the Council of the European Community (CEC), and this order is generally mandatory for implementation by the member states of the EU.

The EU speaks in terms of the "old approach" and the "new approach" to the issuance of directives. The old approach, taken prior to 1985, applied to one product at a time and was very time-consuming. The new approach resembles enabling legislation, in that these directives apply to broad categories of products. Under the new approach, the CEN prepares nonmandatory technical specifications, the purpose of which is to assist manufacturers in the design of products so that these products will meet mandatory directives. Although the new approach was followed for directives issued in 1985 and thereafter, directives issued under the old approach still apply. Some of the old approach directives are being revised, and some new directives are still being issued under the old approach. (85)

Construction Directives

One of the earliest directives issued by the EC specified measurement methods for determining the A-weighted sound power levels of construction plants and equipment. (86) This directive was followed in 1984 by several specific directives, (85) which stipulated measurement methods and permissible sound power levels for air compressors (84/553/EEC; 85/406/EEC), tower cranes (84/ 84/534/EEC), welding generators (84/553/EEC; 85/407/ EEC), power generators (84/536/EEC; 85/408/EEC), and concrete breakers and picks (84/537/EEC; 85/409/EEC). In 1986 the EC issued a directive on hydraulic and rope-operated excavators, dozers, loaders, and excavator-loaders (86/662/EEC; 89/514/EEC). Several of these directives have been revised (indicated by the second date). Tables 3-8 in Ref. 85 present a summary of the sound power level limit values for the construction equipment listed above. The permissible sound power levels range from 100 dBA to 118 dBA, depending on size, weight, and type of equipment. (One needs to keep in mind that the sound power level can be some 25 dB greater than the sound pressure

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level at the operator's position.)

1986 Directive to Protect Workers Against Noise

In 1986 the CEC issued directive 86/188/EEC "on the protection of workers from the risks related to exposure to noise at work." (87) This directive required all employers to reduce TWA noise exposure levels (using the 3-dB exchange rate) to 90 dBA or "to the lowest level reasonably practicable, taking account of technical progress and the availability of measures to control the noise, in particular at source." (article 5-1) This means that employers must reduce noise to levels below 90 dBA whenever "reasonably practicable." (Article 5-2) Other measures, such as information and training, the provision of HPDs, and hearing testing must be instituted at an L_{eq} of 85 dBA. Those countries comprising the EC were required to have regulations that conformed to the CEC directive, or were at least as stringent, by January 1, 1990. Article 8 of the directive states that the design, building, and/ or construction of new plants must comply with the 90-dBA exposure limit, and tools or machines that expose workers to daily average levels greater than 85 dBA must provide adequate information "about the noise produced in conditions of use to be specified."

Machinery Directive

In 1989 the CEC issued the Machinery Directive, under the procedures of the new approach. (88) This directive, 89/392/EEC, requires manufacturers of a wide variety of machines, including many that are used in construction, to make noise reduction an integral part of machinery design by implementing state-of-the art design methods. (85) Manufacturers must include information on noise levels when any machinery exceeds exposure levels of 70 dBA or 130 dBC at the operator's work station, or when sound power levels exceed 85 dBA. (88) Both the sound pressure and sound power level information are to be based on durations representative of the typical work-cycle of the machine. Noise emission information must be included in the instruction handbook of the machine (for the user's benefit) and in the technical information describing the machine (for the benefit of the purchaser.)

Since the promulgation of the machinery directive, several safety standards have been issued specific to certain machines. These standards contain a description of the hazard, the safety objectives to be achieved, measures for reducing the hazards, test methods to establish compliance, and user information. Lazarus and Zimmerman (89) present a

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discussion of these standards, along with some of their limitations.

Draft standard EN 1746 gives the noise provisions that should be included in machine safety standards: the identification of a machine's main noise sources; reference to principles of low-noise design, along with examples of design for noise control; a compilation of ranges of noise emission values; and the development of information necessary for user instructions to allow for low-noise operation. The authors report that the majority of "framework" standards necessary for the preparation of machine-specific safety standards already exist for noise, but they need to be developed further and adapted to the practical problems of manufacturers and operators. For example, typical operating conditions still need to be agreed on and differences between the conditions specified in the standards and actual use need to be resolved. [89]

Labeling

Another interesting provision of the machinery directive is its requirement for compliant machinery to carry the "CE" mark. An amendment to the machinery directive gives the form in which the CE mark is to be displayed (93/68/EEC). In addition, the construction noise directive (79/113/EEC) requires manufacturers to display labels in the form of plates showing either the sound power level (L_{WA}) or sound pressure level (L_{pA}) at the operator's position. The specifications for these labels are shown in Figure 8.

FIGURE 8. Models of plates showing the sound power level (L_{WA}) and sound pressure levels (L_{pA}) at the operator's position required by the European Community's construction noise directive (79/113/EEC). Reprinted from Higginson et al. [85] with permission from Noise News International.

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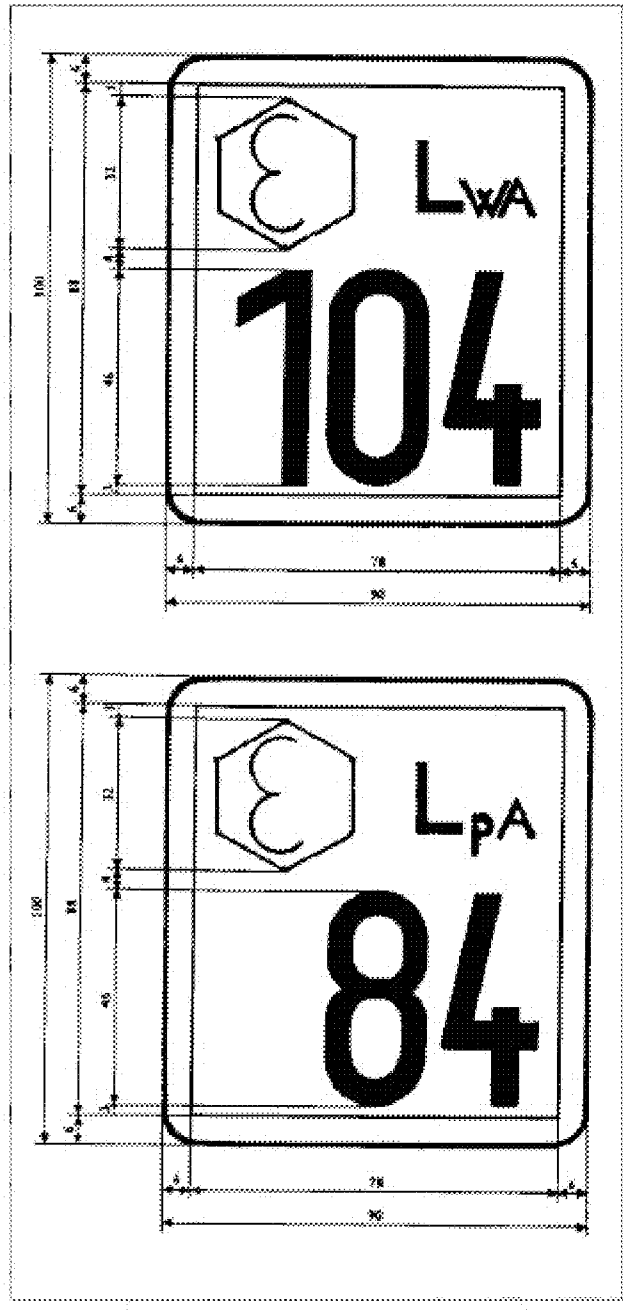

There is an ISO standard pertaining to the noise labeling of machinery and equipment, ISO 4871. (90) This standard prescribes the labeling of machines, or families of machines, with

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the A-weighted sound power level in more than one mode of operation, preferably the mode resulting in the highest value. Although the labeled sound power level may be useful for deciding which machine to purchase, it gives relatively little information on the worker's exposure in actual use.

A draft American National Standard is currently being prepared by an ANSI working group [(91)] that adopts the provisions of ISO 4871, with the addition of a series of annexes. Proposed Annex E gives the option of including A-weighted sound pressure levels and C-weighted peak sound pressure instead of or along with sound power levels. A proposed modification to Annex B gives examples of declarations for both sound power level and sound pressure level in the "idle" and "operating" modes. It is important to remember, however, that the operating mode means under load but not necessarily in actual working conditions, as in the case of a tool contacting a work piece.

Evaluation of Noise Limits and Labeling Requirements

The success of these programs is bound to be variable because enforcement of the EC directives is carried out by the individual member states, some of which are likely to be more zealous than others. Also, the problems raised above by Lazarus and Zimmerman have been mentioned by other researchers. Kyttala and Airo [(92)] found that although a majority of the handheld power tools they surveyed carried noise declarations (labels), the authors questioned whether the information provided would apply to the tools as they were being used. They found that the declared noise levels were usually lower and sometimes considerably lower than those measured in actual use.

Irmer and Fischer-Sheikh Ali [(93)] pointed out that the primary purpose of the machinery noise directives was to enhance the functioning of the common market by eliminating trade barriers. Thus, noise limits were set high enough so that very few products would be excluded from the market. They maintain that setting an easily achieved upper limit for construction equipment removes any pressure to produce products with lower noise emission levels. They do mention, however, that the EC has recently published a proposal on the noise emission of equipment used outdoors, which will replace existing directives and revise existing noise limits in such a way as to give a higher priority to environmental concerns like construction noise. [(93,94)]

INCENTIVES FOR QUIET

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Disincentives of the Last Two Decades

With the demise of EPA's Office of Noise Abatement in 1982 and along with it the regulatory program for construction equipment, the incentive for noise control has declined. This is true of equipment manufacturers as well as contractors. Some small incentive has been supplied by municipalities and local groups seeking to mitigate the noise exposure of communities, but the noise abatement capabilities of local governments were adversely impacted by the closing of the national noise office. Within the last few years there has been a rekindling of interest in environmental noise abatement, both on the national and local levels, but Congress has still not seen fit to appropriate funds for the implementation of the Noise Control Act. There are now two self-sustaining national organizations concerned with noise abatement: the Noise Pollution Clearinghouse and the League for the Hard of Hearing. There also has been considerable media attention to the problem in recent years, as well as increased interest in local ordinances throughout the nation.

Efforts to control noisy products and workplaces have been severely curtailed by OSHA's compliance directive of 1983, [(95)] which effectively raised the PEL to a TWA of 100 dBA and discouraged noise control even above that level due to extremely permissive enforcement procedures. [(96)] To the extent that manufacturers of construction equipment concerned themselves with the prospect of noise regulation from either EPA or OSHA, that incentive has disappeared.

The Blue Angel Program

Europe, however, does provide some incentive for noise reduction by the manufacturers of construction machinery, even in the United States. First, there are the directives for noise limits and labeling, with which American manufacturers must comply if they wish to sell their products on the European market. The advent of the ANSI standard on labeling of machinery for noise could possibly encourage US manufacturers to reduce product noise levels, even though the standard will not be mandatory.

The most promising development is Germany's "Blue Angel" program, which could have beneficial spillover for construction workers in the United States and which could also be used as a model in this country. The Blue Angel refers to a program for the voluntary designation of products as favorable to the environment. It was developed in Germany in 1977 and is flourishing today. The program's two main purposes are to assist customers in the choice of products and to encourage manufacturers to develop and market environmentally friendly products. Figure 9 shows the Blue Angel label with the

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environmental logo of the United Nations, the inscription "Umweltzeichen" (environmental label) above, the words "weil la ¨rmarm" (because low-noise) below, and the words "Jury Umweltzeichen" (Environmental Label Jury) underneath.

FIGURE 9. The "Blue Angel" label. Reprinted from Irmer and Fischer-Sheikh Ali [93] with permission from Noise News International.

Blue Angel awards for low-noise construction equipment were established in 1988. Irmer and Fischer-Sheikh Ali [93] reported that more than 40 companies had applied for the award with about 200 products displaying the label. Differences in sound levels between the existing noise limits in EC directives and those emitted by the Blue Angel products range from 5 to 14 dBA. In the early days of low-noise construction equipment the Federal Environmental Agency gave some financial support to interested manufacturers, but the authors report that the Blue Angel proved to be a good advertising tool and financial incentives are no longer needed.

Some local governments in Germany have given preference to Blue Angel construction products and are allowing them to be used in noise-sensitive areas, where the use of noisier products would be proscribed. Irmer and Fischer-Sheikh Ali [93] also mention that the

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number of non-German applicants is steadily increasing, with about 15% of the Blue Angel manufacturers coming from outside Germany. A 1997 publication of the German government gives an overview of construction machinery bearing the Blue Angel label. (97) The Caterpillar Co. is one of 14 manufacturers of excavators, with four types of machines displaying the Blue Angel. Their sound pressure levels range from 72 to 77 dBA. Of the 12 manufacturers of loaders, Caterpillar manufactures six models with sound pressure levels ranging from 68 to 78 dBA. Other products listed include compressors, power generators, welding generators, paver-finishers, concrete mixers, and tower cranes. Additional products and companies are undoubtedly certified today. Current information on the Blue Angel program is available at http://www.blauer-engel.de.

Buy Quiet Programs

EPA's Office of Noise Abatement and Control initiated an ambitious Buy Quiet program during the 1970s. (98) Its purpose was to leverage the multibillion dollar public sector market to buy quiet products. This would be done by organizing government purchasing cooperatives and working through professional purchasing organizations. The agency's program included the Government Services Administration, the National Institute of Governmental Purchasing, the National League of Cities, and various federal, state, and local purchasing agencies and cooperatives.

The EPA's Buy Quiet program consisted of four parts: (1) a series of conferences to develop quiet product purchase descriptions, (2) local Buy Quiet programs in which governments and purchasing cooperatives agree to buy quiet products as an ongoing activity, (3) a data bank for quiet purchasing operated by the National Institute of Governmental Purchasing, and (4) demonstrations of quiet products loaned by the EPA to local governments. Bids were evaluated on the basis of both noise level and price. In 1981, 64 governments had either committed themselves to a Buy Quiet program or were considering doing so.

EPA's Buy Quiet program had a short life because the agency was closed in 1982. At present there are no data on the number of government agencies (federal, state, or local) with these kinds of programs, but it is likely to be relatively few.

There is evidence, however, that these programs may continue in some places. Haag (99) reported that the 1987 edition of the National Fire Protection Association (NFPA) Standard on Fire Department Occupational Safety and Health Program contained noise specifications. Section A-5-8.1 stated that "new fire apparatus should provide maximum

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sound requirements that would allow members to ride in those vehicles without hearing protective devices. A maximum limit of 85 dBA without audible warning devices and 90 dBA with warning devices in operation is recommended." (99, p. F-22)

CONCLUSIONS

Approximately one-half million construction workers are exposed to hazardous levels of noise. Studies of construction workers' HTLs in the United States reflect excessive exposure, and it appears that the onset of noise-induced hearing loss starts early and continues throughout the career.

The prevalence of HPD use in the US construction industry is very poor and only recently has begun to improve. Anxiety concerning the ability to perceive and understand warning signals and communication is an important factor in resisting HPDs, and research over recent years supports the validity of this anxiety. In British Columbia, however, the use of HPDs is significantly higher than in the United States, which is related to the success of its overall HCP. Today's broad range of HPDs, with several models designed specifically to mitigate the problems of hearing and understanding communication and warning signals in noise, points toward the necessity of careful selection and fitting of HPDs.

Audiometric testing in industry is of virtually no value unless serial audiograms can be compared. The problem of audiometric record keeping is especially difficult in construction because of the mobility of construction workers and the small size of many construction companies. Some kind of centralization, such as that found in the British Columbia program, would appear to be the best solution. Credit card storage devices or "smart cards" could make audiometric record keeping considerably more efficient for mobile employees because workers could easily carry them from job to job.

Although there has been relatively little investigation into the effects of noise, hearing loss, and HPDs on accidents in the construction industry, the existing research, along with evidence from studies of other industries, demonstrates the likelihood of adverse effects in construction. There are several steps that can be taken to reduce this hazard.

Noise control is the most effective way to prevent noise-induced hearing loss in construction, and very possibly reduce the incidence of serious accidents. Although maintenance and retrofit are viable approaches, control at the design stage is most desirable. Considerable information in this area is available, although some of it may be dated.

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European standards and directives have focused attention on noise emission in European countries. These directives, which limit noise exposure and mandate labeling and provision of information, must provide some incentive to manufacturers, even though these requirements need to be made more relevant to the workplace in some cases.

Incentives for noise control on construction sites in the United States have diminished over the last two decades. The most likely reasons are the closing of EPA's Office of Noise Abatement and the issuance of OSHA's compliance directive for general industry, which effectively raised the PEL to 100 dBA. European directives may provide some incentives to US manufacturers, especially in the form of programs like Germany's Blue Angel. Governmental Buy Quiet programs could also provide some incentive for noise control.

RECOMMENDATIONS

Professionals in industrial hygiene and hearing conservation should make every effort to control excessive noise on construction sites through the purchase of quieter equipment, as well as retrofit and proper maintenance of existing equipment. These efforts would not only conserve hearing but also aid in the prevention of noise-related accidents and fatalities.

Training programs should be developed for workers and contractors that include the importance of communication in the construction workplace, the dangers of overfitting HPDs, and how to tailor HPDs to communication needs. Contractors should be warned that they may have to spend more money on HPDs than they anticipated to ensure worker safety and efficiency, as well as the prevention of noise-induced hearing loss.

Manufacturers of reverse alarms and other warning devices should be encouraged to design their products for maximum audibility in the noise conditions most typical of their use, and to be perceived and understood by workers with noise-induced hearing loss, workers wearing HPDs, and workers under varying degrees of attentional demand. Contractors should be encouraged to purchase warning devices that are suitable for the work environments for which they are intended.

Pressure should be brought to bear on OSHA to move as rapidly as possible to extend the general industry noise regulation, including its amendment for HCPs, to cover construction workers. Although sections of the regulation would need to be tailored specifically to construction, it appears that the necessary knowledge and technology are available.

The agency should also be encouraged to rescind its instruction of Nov. 8, 1983, CPL

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2-2.35 and all references to a TWA of 100 dBA in its directives and manuals. This policy was not subject to public notice and comment and provides a powerful disincentive for noise control and the conservation of workers' hearing in all industries, including construction.

Additional noise measurement data are needed on the sound levels of various types of construction equipment and various models within the same type. These data would facilitate the identification of low-noise and high-noise equipment, both for OSHA to assess the technological capabilities of the industry and for the sake of contractors who wish to purchase quieter equipment.

Consideration should be given to the identification and use of a centralized agency (or agencies) in which audiometric test results could be kept on a permanent basis.

The use of "smart cards" to store and transfer audiometric data should be further investigated.

A noise control database for the construction industry needs to be developed. It should include noise sources and levels, recommended treatments, quieted noise levels, estimated costs, and the availability of materials for treatments. The database should be made available electronically as well as on paper, and should be targeted to contractors, worker representatives, professionals in industrial hygiene and noise control, and federal and state compliance officers.

Government agencies should make financial and technical assistance available to organizations that could renew interest in Buy Quiet programs.

Organizations within the United States should obtain information about and publicize the achievements of all companies that currently display Germany's Blue Angel label for quiet equipment.

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APPENDIX A

Reports pertaining to construction noise generated by the U.S. EPA's Office of Noise Abatement and listed in the *Bibliography of Noise Publications.* [(84)]

- "Substrategy for Construction Site Noise Abatement" (1981)
- "Analysis and Abatement of Highway Construction Noise" (1981)
- "Availability of Workplace Noise Control Technology of Selected Machines" (1981) n "A Comparison of Sound Power Levels for Portable Air Compressors Based Upon Test Methodologies Adopted by U.S. EPA and the CEC" (1980)
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- "Foreign Noise Research in Machinery/Construction Equipment" (1978)
- "Federal Research, Development and Demonstration Programs: Machinery and Construction Noise" (1978)
- "Understanding Noise and Noise Control Instruction Units for Operating Engineers in

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- "Proposed Wheel and Crawler Tractor Noise Emission Regulation: Part I, Draft Environmental Impact Statement. Part II, Background Document" (1977)
- "Background Document for Portable Air Compressors" (1976)
- "Background Document for Medium and Heavy Truck Noise Emission Regulations" (1976)
- "Medium and Heavy Truck Noise Emission Standards" (1976)
- "Noise from Construction Equipment and Operations, Building Equipment, and Home Appliances" (1971)

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The Lingering Threat

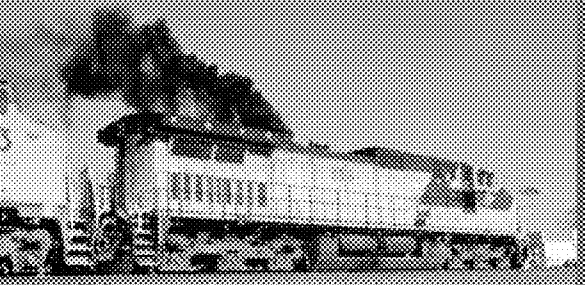

CLEAN AIR TASK FORCE

February 2005

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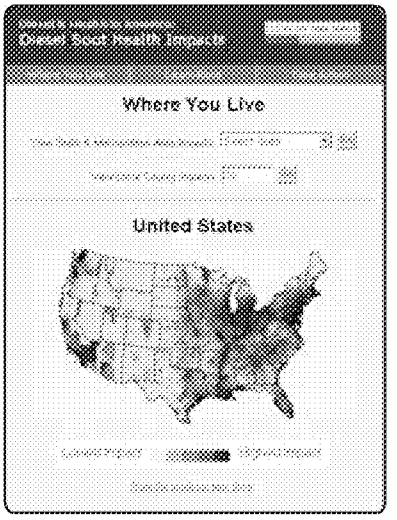

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February 2005

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Foreword

Scientists have been examining relationships between air pollution and death and disease for decades but only now are we beginning to understand the impacts of one of the most toxic sources of emissions today – the diesel engine. Diesels churn out a hazardous mix of gaseous and particle pollutants. What's more, diesel exhaust is emitted at ground level – where we breathe it – by trucks and buses around us in traffic, at school and transit bus stops, and by heavy construction or agricultural equipment. Diesel exhaust contains numerous dangerous compounds, ranging from respiratory irritants to carcinogens including a host of air toxics, particulate matter, carbon monoxide and nitrogen oxides.

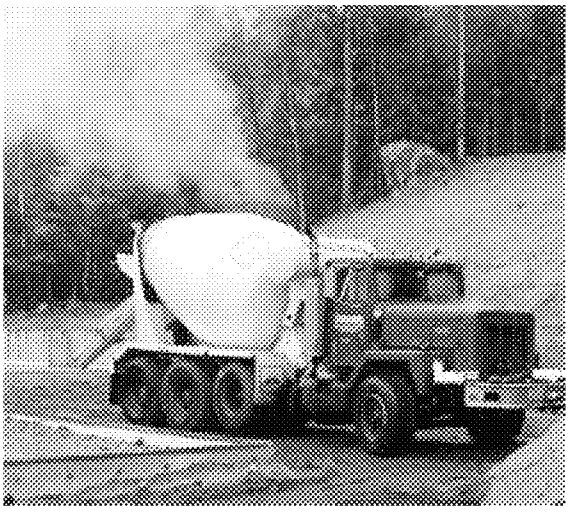

While scientists have concluded that combustion-related particulate matter from all combustion sources is associated with premature death from heart attacks and cancer, we also are finding that carbon particles from mobile sources may be particularly unhealthy. These particles adsorb other metals and toxic gases produced by diesel engines – such as cancer causing-PAH (polycyclic aromatic hydrocarbons) – onto their surfaces making them even more dangerous. Furthermore, research on personal exposures demonstrates that these small particles easily penetrate our indoor environment where they may be trapped for days when ventilation is poor.

This report presents for the first time estimates of the health toll from diesel vehicle pollution. Using methodology approved by the U.S. Environmental Protection Agency's Science Advisory Board (SAB), the analysis finds that approximately 21,000 people die prematurely each year due to particulate matter pollution from diesels. Other serious adverse health impacts include tens of thousands of heart attacks, asthma attacks, and other respiratory ailments that can lead to days missed at work and at school.

Using more highly time-resolved studies we are increasingly able to understand the inflammation mechanism by which particles can lead to atherosclerosis, heart attacks, strokes and ultimately, untimely deaths. From all we know today, we can confidently say that reducing diesel exhaust in our environment will mean improving public health, and as this report demonstrates, reducing preventable premature deaths. We do not need to wait. Technology is available today that can reduce particulate matter emissions by up to 90 percent. Now is the time to clean up our old trucks, buses, heavy equipment and locomotives to provide a cleaner future for us and our children.

Howard Frumkin, M.D., Dr.P.H., FACP, FACOEM
Professor and Chair, Department of Environmental and Occupational Health
Emory University, Rollins School of Public Health

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Executive Summary

Everyone has experienced it: getting hit right in the face by a cloud of acrid diesel smoke. Perhaps you were standing on a street corner when a bus or truck whizzed by. Or maybe you were standing at a bus stop or stuck behind a dump truck grinding up a hill. But breathing diesel exhaust isn't just unpleasant. It is hazardous to your health. In fact, health research indicates that the portion of the exhaust you can't see may be the most dangerous of all. Asthma attacks, respiratory disease, heart attacks, and even premature death – all of these are among the most serious public health problems linked to emissions from the nation's fleet of diesel vehicles. The good news is that the technology exists right now to clean up emissions from these engines, so that most of the adverse health impacts can be prevented.

Today in the U.S. more than 13 million diesel vehicles help to build our cities and towns, transport our food and goods, and take us to and from work. More than three quarters of all Americans live near intersections, bus stops, highways, bus and truck depots, or construction sites with heavy equipment – all of which are concentrated sources of diesel exhaust. In rural areas, those who live near heavy diesel agricultural equipment suffer their share of exposure to diesel as well.

The U.S. Environmental Protection Agency has issued important regulations that will require dramatic reductions in emissions from new diesel vehicles starting in 2007 – but only the new ones. These regulations, to be phased in over the next quarter century, apply only to *new* engines. What about the diesels on the road today? The lifespan of the average diesel vehicle is nearly 30 years. Many diesels are driven over a million miles. Because of this longevity, we will be left with the legacy of pollution from dirty diesel vehicles for decades to come. That is, ***unless*** we take action to reduce emissions from vehicles currently on the road. We don't have to wait. Control technologies exist right now that can significantly reduce deadly fine particle emissions from diesel vehicles, in some cases by upwards of 90 percent.

American know-how, witnessed by the success of the manufacturers of engines, control devices, and fuel refiners in developing innovative solutions for reducing diesel exhaust, provides a lifesaving opportunity we can seize today. Pollution from dirty diesels on the road now can be dramatically reduced using a combination of cleaner fuels, retrofit emission controls, rebuilt engines, engine repowerings, and accelerated purchase of new, cleaner vehicles. Unlike so many other vexing environmental issues, these affordable solutions present a highly unusual opportunity to actually address a major risk to public health and the environment. In fact, we could virtually eliminate this problem if diesel manufacturers, fleet owners, environmentalists, concerned citizens, and government regulators make the commitment to work together.

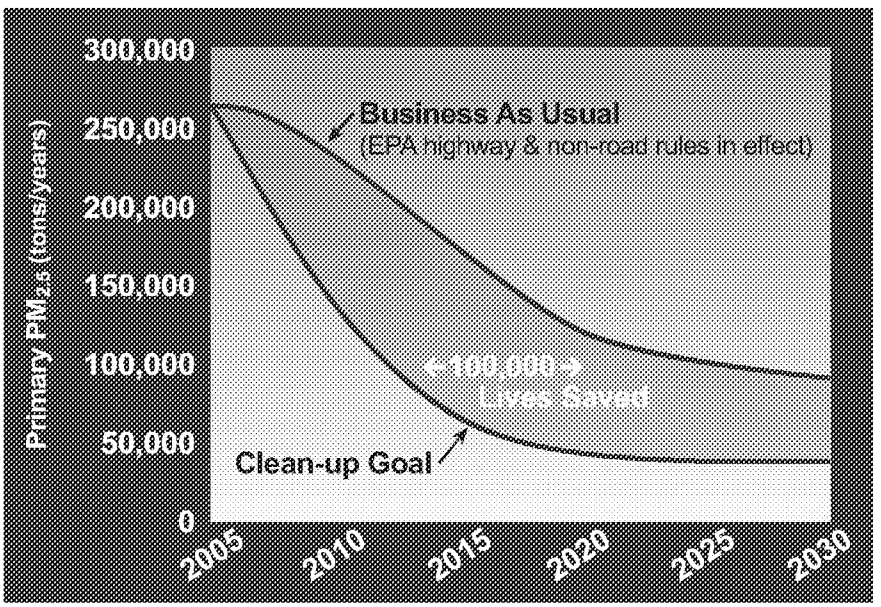

An Aggressive Program to Reduce Diesel Emissions Could Save About 100,000 Lives between Now and the Year 2030.

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What are the health impacts of these dirty diesel vehicles? What benefits will we realize if we act now to clean them up? The Clean Air Task Force commissioned Abt Associates, an highly-respected consulting firm that U.S. EPA and other agencies rely upon to assess the benefits of national air quality policies, to quantify for the first time the health impacts of fine particle air pollution from America's diesel fleet. Using this information, we were able to estimate the expected benefits – in lives saved – from an aggressive but feasible program to clean up dirty diesel buses, trucks, and heavy equipment across the U.S.

This report summarizes the findings of the Abt Associates study. It then reviews the degree to which diesel vehicles increase the level of fine particle pollution in the air we breathe, and recommends reduction measures that will save thousands of lives each year.

Key findings include:

- Reducing diesel fine particle emissions 50 percent by 2010, 75 percent by 2015, and 85 percent by 2020 would save nearly 100,000 lives between now and 2030. These are additional lives saved above and beyond the projected impact of EPA's new engine regulations.
- Fine particle pollution from diesels shortens the lives of nearly 21,000 people each year. This includes almost 3,000 early deaths from lung cancer.
- Tens of thousands of Americans suffer each year from asthma attacks (over 400,000), heart attacks (27,000), and respiratory problems associated with fine particles from diesel vehicles. These illnesses result in thousands of emergency room visits, hospitalizations, and lost work days. Together with the toll of premature deaths, the health damages from diesel fine particles will total $139 billion in 2010.
- Nationally, diesel exhaust poses a cancer risk that is 7.5 times higher than the *combined* total cancer risk from all other air toxics.
- In the U.S., the average lifetime nationwide cancer risk due to diesel exhaust is over 350 times greater than the level U.S. EPA considers to be "acceptable" (i.e., one cancer per million persons over 70 years).
- Residents from more than two-thirds of all U.S. counties face a cancer risk from diesel exhaust greater than 100 deaths per million population. People living in eleven urban counties face diesel cancer risks greater than 1,000 in a million – one thousand times the level EPA says is acceptable.
- People who live in metropolitan areas with a high concentration of diesel vehicles and traffic feel their impacts most acutely. The risk of lung cancer from diesel exhaust for people living in urban areas is three times that for those living in rural areas.

The vast majority of the deaths due to dirty diesels could be avoided by an aggressive program over the next 15 years to require cleanup of the nation's existing diesel fleet. Practical, affordable solutions are available that can achieve substantial reductions in diesel risk. The only thing that stands between us and dramatically healthier air is the political will to require these reductions and the funding to make it a reality.

What We Must Do to Protect Public Health from Today's Dirty Diesels.

Although the EPA has mandated the phase-in of cleaner new engines and fuels beginning in 2007 for highway vehicles and heavy equipment, EPA has limited authority to mandate emissions controls on the fleet of existing diesel vehicles. To date, EPA has adopted a "voluntary" approach. Nevertheless, in order to meet the new ambient air quality standards for fine particles, states and cities must require controls to reduce diesel emissions. Diesel cleanup is also an important next step in areas that are having difficulty meeting existing and new ambient air quality standards for ozone such as Houston and Dallas, Texas.

States can enact legislation requiring diesel cleanup as some, such as California and Texas, have already begun to do. States should also consider measures to require early engine retirement and speed fleet turnover. For vehicles like long-haul trucks, ships, and locomotives that are engaged in interstate transport, federal regulations, federal legislation, or both may be needed. Funding for such initiatives may pose a challenge for public fleets (school buses, transit vehicles, garbage trucks, etc.), so support for expanded state and federal funding to help the cleanup of fleets owned by cash-strapped states and cities will be necessary. Local and state budget writers will need a strong commitment to come up with the necessary appropriations or bonds to fund the local share.

Particle filters combined with the use of Ultra Low Sulfur Diesel (ULSD) fuel have been found to reduce diesel particles and particle-bound toxics from diesel exhaust by up to 90 percent. Under the new engine rules, ULSD will be available for highway vehicles nationwide starting in 2006. It is already available in cities in 21 states. Not all vehicles can be retrofitted with a particle filter, but there are a variety of options available for the cleanup of every vehicle regardless of make or model year.

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Cities and states should:

- Establish ambitious goals for reducing risk to their citizens by cleaning up existing diesels;
- Identify priority geographic areas and diesel "hotspots" for immediate attention;
- Adopt a package of options for reducing diesel exhaust including:
  - Retrofits accomplished by replacing mufflers with an optimal mix of filters or oxidation catalysts depending on vehicle age and type;
  - Requiring Ultra Low Sulfur Diesel and cleaner alternative fuels;
  - Closed crankcase ventilation systems to eliminate engine exhaust from penetrating the cabin of vehicles such as school and transit buses;
  - Engine rebuild and replacement requirements;
  - Truck stop electrification programs to give long-haul truckers a way to power their rigs overnight without running their engines;
  - Contract specifications requiring cleanup of trucks and construction equipment used in public works projects.
- Adopt diesel cleanup measures as federally-enforceable requirements in State Implementation Plans (SIPs) for the attainment of the fine particle and ozone air quality standards;
- Create and fund programs, such as California's "Carl Moyer" and the Texas Emission Reduction Plan (TERP) program, which provide funding for diesel equipment owners to replace or rebuild high-polluting diesel engines;
- Adopt and enforce anti-idling ordinances and legislation.

The Federal government should:

- Pass legislation providing funding for the cleanup of municipal and state fleet vehicles;
- Explore regulatory options for reducing emissions from existing interstate fleets such as long-haul trucks, shipping, and locomotives;
- Retain and enforce the tighter new engine and cleaner fuel standards for highway and non-road diesels.

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Retrofits are effective in reducing particle emissions from heavy equipment. The tractor on the left is retrofitted with a particle emissions control device.

New Findings

While numerous medical studies have linked diesel exhaust to a host of serious adverse health outcomes, no single study has yet quantified the death and disease attributable to diesel across America – until now. Researchers estimate that as many as 60,000 people in the U.S. die prematurely each year because of exposure to fine particles from all sources.[1] And some researchers believe that this figure may even underestimate the total number of particle-related deaths.[2] A reanalysis of the major particle mortality study in over 150 cities suggests that particles from motor vehicles may be more toxic than average.[3]

We know that diesel exhaust is a hazardous mixture of gases and particles including carcinogens, mutagens, respiratory irritants or inflammatory agents and other toxins that cause a range of diverse health effects. Diesel particles act like magnets for toxic organic chemicals and metals. The smallest of these particles (ultrafine particles) can penetrate deep into the lung and enter the bloodstream, carrying with them an array of toxins.[4] Diesel exhaust can contain 40 hazardous air pollutants as listed by EPA, 15 of which are listed by the International Agency for Research on cancer (IARC) as known, probable or possible human carcinogens.[5] Thousands of studies also have documented that fine particles are associated with respiratory and cardiovascular diseases and death. Additional studies have documented effects in infants and children such as Sudden Infant Death syndrome (SIDS) and retarded lung development.[6]

Now, for the first time, this report reveals the staggering toll of death and disease from diesel exhaust in our air – and the dramatic benefits of requiring the cleanup of the nation's existing diesel fleet. Abt Associates, using peer-reviewed, state-of-the-art research methodology employed by U.S. EPA in assessing the national benefits of proposed

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National Annual Diesel Fine Particle Health Impacts[7]

Annual Cases in the U.S., 2010	
Premature Deaths	21,000
Lung Cancer Deaths	3,000
Hospital Admissions	15,000
Emergency Room Visits for Asthma	15,000
Non-fatal Heart Attacks	27,000
Asthma Attacks	410,000
Chronic Bronchitis	12,000
Work Loss Days	2,400,000
Restricted Activity Days	14,000,000

rules and legislation, finds that nearly 21,000 people will die prematurely in 2010 in the U.S. as a result of exposure to fine particle emissions from mobile diesel sources (i.e., all on-and non-road engines such as highway, construction, rail, and marine engines). The average number of life-years lost by those who die prematurely from exposure to fine particles is 14 years.[8]

The deaths from diesel fine particle pollution equal or exceed the death toll from other causes commonly understood to be major public policy priorities. For instance, drunk driving causes more than 17,000 deaths per year.[9] There are more than 20,000 homicides in the U.S. each year.[10] Moreover, the approximately 15,000 premature deaths per year that could be avoided by achieving a 75 percent diesel-risk-reduction target exceed the 11,000 automobile fatalities avoided each year through the use of safety belts.[11]

The Abt Associates analysis further shows that hundreds of thousands of Americans suffer from asthma attacks, cardiac problems, and respiratory ailments associated with fine particles from diesels. These health damages result in thousands of respiratory and cardio-pulmonary related hospitalizations and emergency room visits annually as well as hundreds of thousands of lost work days each year. For instance, the study finds that diesel pollution leads to 27,000 heart attacks and 400,000 asthma attacks each year.[12]

You can find the adverse health impacts from diesel for your state, metropolitan area, and county on the web at: **www.catf.us/goto/dieselhealth**.

The risk from diesel exhaust can be virtually eliminated by the application of emissions control strategies available today. For example, an aggressive but feasible program to reduce diesel particle emissions nationwide 50 percent by 2010, 75 percent by 2015, and 85 percent by 2020 would save about 100,000 lives between now and 2030 – beyond those lives that will be saved under EPA's new engine regulations.[13] Indeed, in the year 2000, the State of California set a Diesel Risk Reduction goal of a 75 percent reduction in diesel risk by 2010 and 85 percent by 2020 and the California Air Resources Board over the past few years has begun to issue regulations to achieve it.[14]

Cancer Risk

CATF has calculated the national average lifetime excess cancer risk posed by diesel. We base these estimates on 1999 modeled directly-emitted diesel fine particle concentrations and by applying both the EPA range of individual risk estimates and the California Air Resources Board (CARB) diesel risk factor for lung cancer over the U.S. population.[15] Although EPA has found diesel exhaust to be a "likely" human carcinogen, EPA has not adopted a risk factor but has, instead, provided a range of lung cancer risk.[16] Based on the national average diesel particulate matter concentration, we find average lung cancer risk ranges from 12 to 1210 per million people over a 70-year lifetime using EPA's range of lung cancer risk.[17] Using the same methodology, CATF finds that, based on the single CARB risk factor, the nationwide average lifetime cancer risk posed by diesel exhaust is over 350 times greater than EPA's "acceptable" level of one cancer in a million.

For comparison, according to EPA's 1999 NATA assessment, the combined risk from all other air toxics is 48 per million.[18] Therefore, diesel exhaust presents a lung cancer risk that is 7.5 times higher than the cancer risk of all other air toxics – *combined!*[19] In addition, CATF has calculated the cancer risk posed by diesel for residents of each U.S. county. Residents of over two-thirds of U.S. counties experience a cancer risk greater than 100 in a million from diesel exhaust. Moreover, residents of eleven urban U.S. counties face a diesel cancer risk equal to 1,000 new cases of cancer in a population of one million.

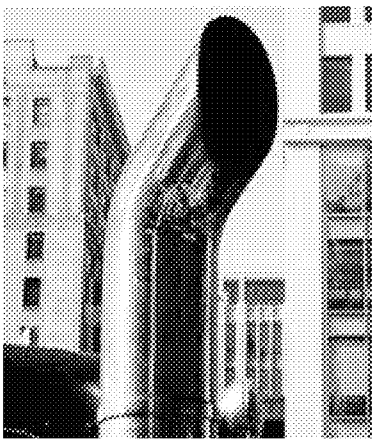

People who live in metropolitan areas with a high concentration of diesel vehicles and traffic feel their impacts

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most acutely. For example, the estimated risk of lung cancer from diesel in metropolitan areas is much higher than in areas with fewer diesels. In the rural counties we estimate a risk of 142 cancers per million based on the CARB unit risk, but three times that rate, 415 cancer per million, in urban counties. Therefore, the risk of lung cancer for people living in urban areas is three times that for those living in rural areas.[20]

You can find the community cancer risk from diesel for your state, metropolitan area, and county on the web at: **www.catf.us/goto/dieselhealth**. Personal risk varies with location and lifestyle. For example, if you live near a bus, truck, or train terminal, highway, construction site, or warehouse, or commute to work on congested roadways, your exposure may be higher than indicated by the county-wide average estimated here.

The Economic Toll of Health Effects

Respiratory distress severe enough to require a trip to the emergency room can be a terrifying experience for patients and their families. Victims of asthma attacks say that during an attack they wonder if and when their next breath will come. In addition to its serious physical and emotional costs, air pollution also takes a large monetary toll. Emergency room and hospital treatment costs can cripple a family financially, with the average stay for a respiratory ailment lasting about a week.[21] Bouts of respiratory illness and asthma attacks mean lost workdays and lost productivity. Although life is priceless, the government often monetizes loss of life when setting policies related to health and environmental protection. Using accepted valuation methodology employed by EPA in recent regulatory impact analyses, Abt Associates finds that the total monetized cost of the U.S. diesel fleet's fine particle pollution is a staggering $139 billion in 2010.

Pollution from motor vehicles, including diesels, can obscure city vistas such as illustrated in this split view of Dallas, Texas.

State and Metropolitan Area Findings

Using modeled concentrations of directly-emitted diesel fine particles throughout the lower 48 states, Abt Associates developed health impact estimates for every state and major metropolitan area in 1999, the latest year for which EPA's best emissions inventory for diesel fine particles is available.[22] Not surprisingly, heavily populated states with concentrated urban areas and significant diesel traffic fared the worst. Conversely, rural areas with a lower concentration of diesel vehicles fared much better. Similarly, metropolitan areas with large populations and heavy concentrations of diesel vehicles feel the impacts of diesel pollution most acutely.[23] In such large metropolitan areas, many hundreds of lives are shortened every year. However, because these state and metropolitan-area health estimates include only fine particles that are ***directly emitted*** from diesels – excluding any secondarily-formed particles from diesel emissions of nitrogen or sulfur oxides – they significantly understate the total adverse impact of diesel-related particles on public health.[24] Moreover, these estimates exclude any health impacts due to diesel's contribution to ozone smog.

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States: Health Impacts from Diesel Fine Particles (1999)

Rank	State	Deaths	Cancer Deaths	Heart Attacks	Asthma Attacks	Chronic Bronchitis	Work Loss Days	Restricted Activity Days
1	New York	2,332	169	3,692	51,251	1,499	318,532	1,827,525
2	California	1,784	144	2,263	49,499	1,356	292,622	1,683,642
3	Pennsylvania	1,170	103	1,660	19,021	575	110,404	643,926
4	New Jersey	880	77	1,382	17,926	535	107,364	620,975
5	Texas	879	83	1,070	25,348	664	148,394	854,045
6	Illinois	878	76	1,193	19,162	539	112,205	649,445
7	Florida	805	77	980	13,926	438	81,462	474,601
8	Ohio	769	72	1,002	14,464	422	83,963	489,355
9	Michigan	484	43	667	10,511	299	61,109	355,260
10	Massachusetts	475	43	727	9,925	289	61,842	355,473
11	Maryland	409	39	454	8,418	246	50,275	291,675
12	Indiana	369	36	483	7,372	209	42,730	249,056
13	Georgia	329	29	377	8,514	235	51,808	298,317
14	Louisiana	324	32	339	7,131	188	40,740	236,444
15	Missouri	305	28	377	5,435	157	31,476	183,033
16	North Carolina	301	29	347	6,518	189	39,589	229,591
17	Tennessee	269	26	283	5,169	150	30,870	179,656
18	Washington	248	23	308	6,201	181	37,787	218,889
19	Virginia	248	24	303	5,991	174	36,963	214,083
20	Wisconsin	226	18	320	4,789	137	27,923	162,404
21	Arizona	214	19	268	5,215	144	30,053	173,721
22	Connecticut	206	18	340	4,091	125	24,097	140,140
23	Kentucky	198	22	213	3,764	110	22,385	130,403
24	Minnesota	193	15	291	4,713	134	27,979	161,954
25	Alabama	175	16	184	3,200	92	18,646	108,961

Metro Areas: Health Impacts from Diesel Fine Particles (1999)

Metropolitan Area	Rank	Deaths	Cancer Deaths	Heart Attacks
New York, NY	1	2,729	202	4,342
Los Angeles, CA	2	918	72	1,193
Chicago, IL	3	755	65	1,021
Philadelphia, PA	4	727	69	990
Boston, MA	5	391	36	602
Houston, TX	6	356	35	444
San Francisco, CA	7	291	23	358
Miami, FL	8	288	23	358
Baltimore, MD	9	285	28	290
Detroit, MI	10	279	25	378
Pittsburgh, PA	11	237	21	340
Washington, DC	12	226	19	302
St. Louis, MO	13	217	20	263
Dallas, TX	14	205	19	258
Atlanta, GA	15	199	17	239
Tampa, FL	16	185	18	210
Phoenix, AZ	17	183	16	230
Cleveland, OH	18	180	15	232
Cincinnati, OH	19	171	18	219
Seattle, WA	20	165	15	208
San Diego, CA	21	150	13	191
Portland, OR	22	140	13	157
Minneapolis, MN	23	133	11	205
New Orleans, LA	24	128	13	131
Riverside, CA	25	123	10	142
Baton Rouge, LA	26	102	10	109
Milwaukee, WI	27	95	8	130
Columbus, OH	28	84	9	113
Indianapolis, IN	29	82	8	107
Louisville, KY	30	82	9	91
Memphis, TN	31	81	7	79
Kansas City, MO	32	79	8	109
Providence, RI	33	76	7	119
Bridgeport, CT	34	69	6	121
Beaumont, TX	35	65	7	65
Orlando, FL	36	65	7	85
Allentown, PA	37	65	5	101
Hartford, CT	38	63	5	100
Las Vegas, NV	39	62	7	71
Virginia Beach, VA	40	62	6	65

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Metro Areas: Per Capita Impacts from Diesel Fine Particles (1999)

Rank Based on Mortality Risk	MSA	Deaths per 100,000 Adults	Heart Attacks per 100,000 Adults	Cancer Risk per Million
1	Beaumont, TX	29	29	865
2	Baton Rouge, LA	27	29	992
3	New York, NY	25	40	959
4	Philadelphia, PA	22	29	658
5	Trenton, NJ	20	31	699
6	Baltimore, MD	19	19	584
7	Huntington, WV	18	18	477
8	New Orleans, LA	17	18	889
9	Pittsburgh, PA	15	22	415
10	Cincinnati, OH	15	19	504
11	Boston, MA	15	23	563
12	Chicago, IL	15	20	539
13	Mobile, AL	14	15	435
14	Longview, WA	14	15	441
15	Houston, TX	14	18	691
16	Allentown, PA	14	22	450
17	Cleveland, OH	14	18	416
18	Toledo, OH	14	17	423
19	Los Angeles, CA	14	18	633
20	Lancaster, PA	14	22	463
21	Scranton, PA	14	18	319
22	St. Louis, MO	14	17	405
23	Reading, PA	14	21	428
24	Lake Charles, LA	14	14	437
25	Springfield, OH	13	16	356
26	Portland, OR	13	14	488
27	Bridgeport, CT	13	22	494
28	Harrisburg, PA	12.	19	412
29	York, PA	12	21	460
30	Wheeling, WV	12	14	309
31	Lebanon, PA	12	19	373
32	Evansville, IN	12	15	368
33	Memphis, TN	12	12	397
34	Savannah, GA	12	13	376
35	Dayton, OH	12	16	389
36	Vineland, NJ	12	17	365
37	Tampa, FL	12	14	365
38	Louisville, KY	12	13	384
39	Sandusky, OH	12	15	345
40	Kankakee, IL	12	14	336
41	San Francisco, CA	12	14	480
42	Muncie, IN	11	14	327
43	Duluth, MN	11	14	308
44	Michigan City, IN	11	15	370
45	Salt Lake City, UT	11	14	533
46	New Haven, CT	11	18	365
47	Steubenville, OH	11	13	279
48	Milwaukee, WI	11	15	376
49	South Bend, IN	11	15	342
50	Detroit, MI	11	15	381

The Dirty Diesel Legacy

Since 1997, the U.S. EPA has promulgated major regulations that impose stringent emissions controls on new diesel vehicles, requiring tight emission standards and cleaner diesel fuel. These standards go into effect in 2007 and phase in over the next few decades. For example, the table below illustrates the progressively tighter standards for particulate matter and nitrogen oxides from trucks and buses over the next few years.

However, the emission rates of the diesel engines on the road and in use on construction sites and farms today are not affected by these rules. Considering that according to the U.S. Department of Energy the median lifetime for a heavy truck is nearly 30 years,[26] and a typical heavy duty diesel engine may power a truck for as long as one and a half million miles,[27] these vehicles will continue to pollute our air at unnecessarily high levels for years to come ***unless*** we act to clean them up now.

EPA Standards for New Trucks and Buses (g/bhphr)[25]

YEAR	NO_X	$PM_{2.5}$
1984	10.7	0.60
1991	5.0	0.25
1998	4.0	0.10
2004	2.0	0.10
2007	0.2	0.01

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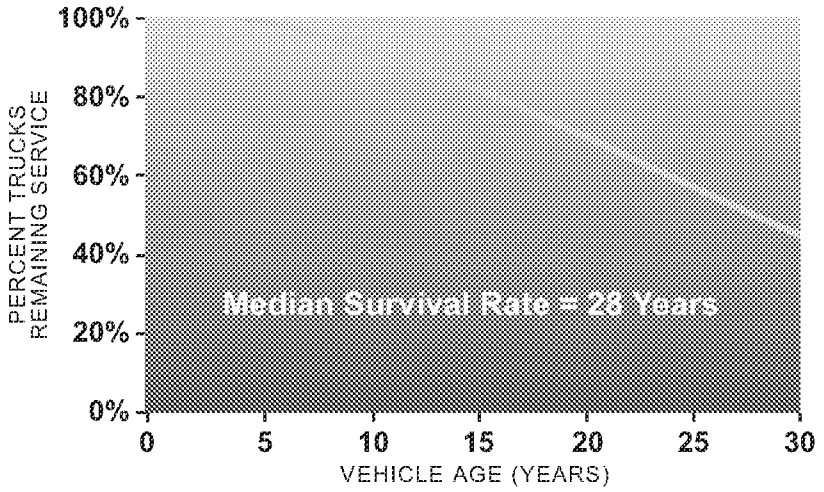

Median Heavy Truck Lifetime is Nearly 30 Years[28]

The Most Widespread Air Pollution Risk in the U.S.

There are few other sources of widespread pollution in our environment that rival diesel exhaust as an airborne toxin. America's 13 million diesel engines release a host of harmful substances including fine particles, ozone smog-forming nitrogen oxides, carbon monoxide, and a variety of toxic metals and organic gases such as formaldehyde, acrolein, and polycyclic aromatic hydrocarbons (PAH.)[29] In this report we focus on the respiratory, cardiovascular, and cancer effects of diesel fine particles only.[30]

Fine Particles are Linked to Heart Attacks, Asthma Attacks, and Stunted Lung Growth.

Fine particles have been linked to a wide variety of serious health impacts, from upper and lower respiratory ailments, such as asthma attacks and possible asthma onset, to heart attacks, stroke, and premature death, including crib death in children.[31] How risky is breathing air polluted with particles? A study published in the Journal of the American Medical Association found that living in the most polluted U.S. cities poses a risk similar to living with a smoker.[32] Based on thousands of studies compiled by EPA, federal health standards were established for fine particles in 1997.[34]

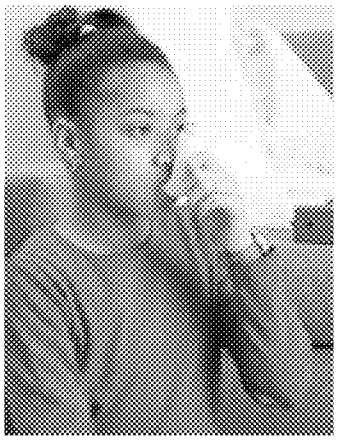

Health researchers have recently described serious health impacts of fine particles, including:

- Abnormal heart rhythms and heart attacks and atherosclerosis;[35]
- Increased incidence of stroke;[36]
- Permanent respiratory damage, characterized by fibrosis causing obstruction to airflow;[37]
- Chronic adverse effects on lung development resulting in deficits in lung function.[38]

How Particulate Matter Kills

Fine particles, known as "$PM_{2.5}$", are particles less than 2.5 microns in diameter or 1/100th the width of a human hair, so small that they are often invisible. They can be deposited deep in the lung where they can affect both the respiratory and cardiovascular systems. Researchers believe that many deaths caused by particulate matter are related to cardiovascular illness. Fine particles aggravate cardiovascular disease and trigger heart attacks by invading the bloodstream and initiating an inflammatory response, disrupting heart rate and increasing blood clotting. In a recent experimental study, diesel particles caused blood clots providing "a plausible explanation for the increase in cardiovascular morbidity and mortality accompanying urban air pollution."[33]

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Diesel Exhaust is a Likely Carcinogen that also Impairs Immune, Reproductive, and Nervous Systems.

In 1998, the Scientific Review Panel for the California Air Resources Board reviewed diesel exhaust as a toxic air contaminant and set a lifetime unit cancer risk from diesel particles at 3 in 10,000 persons for each microgram of annual average diesel exposure.[39] This is equivalent to 300 in a million excess lung cancers. In May 2002, EPA issued its Health Assessment for Diesel Exhaust which found diesel particulate matter to be a "likely" carcinogen. EPA did not settle on a unit risk factor but recommended a lifetime cancer risk range from 1 in 1,000 to 1 in 100,000.[40] The California unit risk falls within this range.[41]

> Diesel particles are carbon at their core with toxics and carcinogenic substances attached to their surfaces.

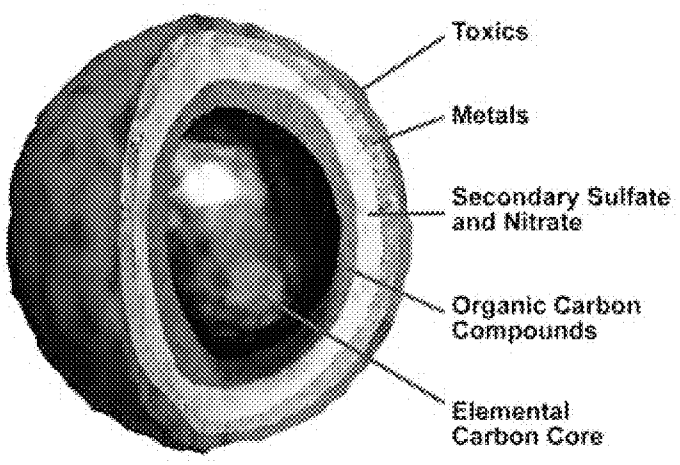

Applying California's cancer unit risk for diesel particulate matter to the national average concentration of directly-emitted diesel fine particles in 1999, results in a conservative estimate of 1,530 excess cases of lung cancer per year for 2005.[42] An American Cancer Society study of 150 metropolitan areas across the U.S published in 2002 supports the particulate matter cancer link.[43]

Other effects include:

- **Immune System Effects** – Diesel exposure is associated with numerous immune system responses in humans and animals culminating in increased allergic inflammatory responses and suppression of infection-fighting ability. These effects include disruption of chemical signals and production of antibodies, and an alteration in mobilization of infection-fighting cells.[44]
- **Reproductive, Developmental, and Endocrine Effects** – Diesel emissions have also been associated with reproductive, developmental and endocrine effects in animals. Specifically, diesel exposure has been associated in animals with decreased sperm production,[45] masculinization of rat fetuses,[46] changes in fetal development (thymus,[47] bone[48] and nervous system[49]) and endocrine disruption, i.e., production of adrenal and reproductive hormones.[50]
- **Nervous System Effects** – In addition to animal studies that have shown neurodevelopmental effects, a human study of railroad workers suggested that diesel exposure may have caused serious permanent impairment to the central nervous system.[51]

Cancer-causing Pollutants in Diesel Exhaust

Pollutant	Diesel Emissions % of all Mobile 1996[52]	EPA Carcinogen Status	Cancer Risk (per million/microgram in 70-yr life)
Formaldehyde	52%	probable	1 in a million
Acetaldehyde	59%	probable	1 in a million
Butadiene	8%	probable	2 in a million
Acrolein	50%	possible	n/a
Benzene	5%	known	2-8 in a million
Diesel Particulate Matter	77%	probable[53]	EPA: 12 to 1210 in a million; CARB: 300 in a million[54]

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Children and Seniors are at Greatest Risk

Health researchers believe that children are more susceptible than adults to the adverse health effects of air pollution for a variety of reasons.[55] For example, children are more active than adults and therefore breathe more rapidly. Children also have more lung surface area compared to their body weight and therefore they inhale more air pound-for-pound than adults do. Compared to adults, children also have higher lung volume to body size, higher respiration rates, and spend more active time in the polluted outdoor environment. Fine particles have been linked in medical studies to serious health impacts in children such as slowed lung function growth, increased emergency room visits, increased incidences of asthma and bronchitis, and crib death. Furthermore, proximity to traffic has been linked to increased prevalence of asthma respiratory infections and allergic symptoms and asthma hospitalizations in children.[56]

Seniors are another important population at risk. Studies of the impacts of fine particles on seniors in Boston and Baltimore suggest that changes in their heart rhythms and control mechanisms occur when particle levels rise. In Phoenix, daily mortality increased in

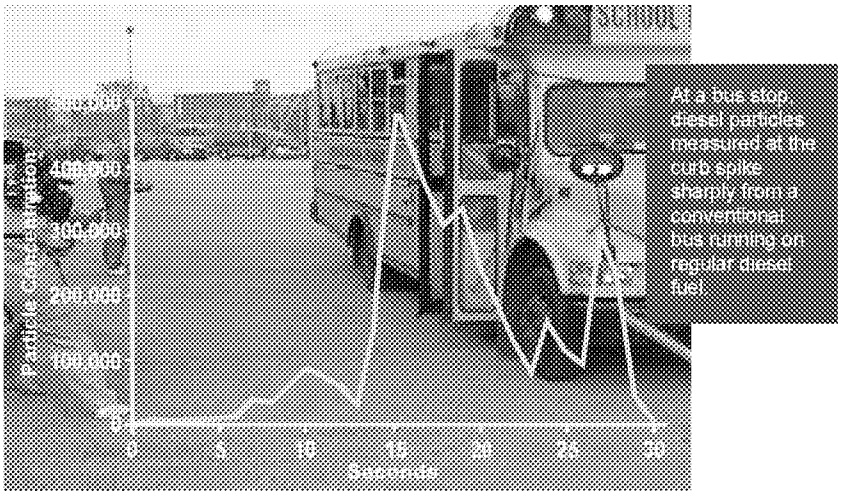

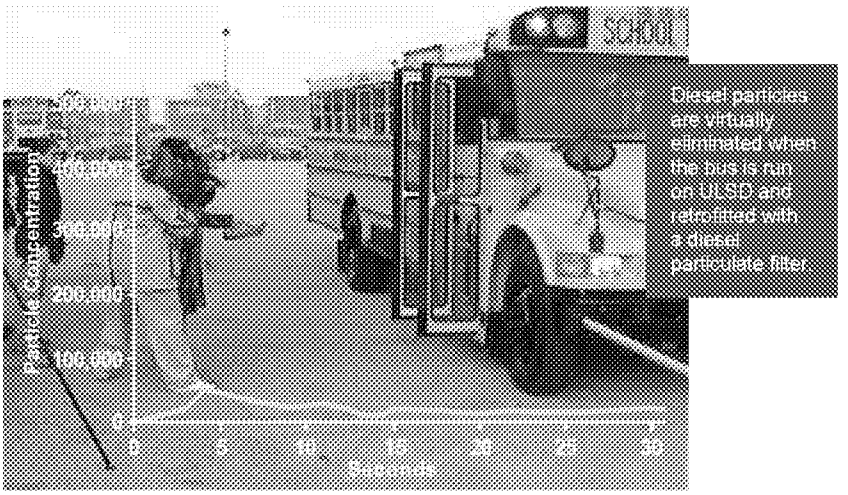

Children Exposed on School Buses

CATF Study: Cabin particulate matter eliminated with retrofit emissions controls.

Twenty four million students ride to school every day on yellow school buses that travel a total of four billion miles a year. While riding on a school bus is the safest way a student can travel to school,[57] children may be exposed to harmful pollutants, a concern since students spend an average of an hour and a half a day on school buses.[58] A recent study undertaken by Clean Air Task Force in cooperation with Purdue University investigated cabin air quality on school buses in three cities (Chicago, IL; Atlanta, GA; and Ann Arbor MI). The study found that particulate matter routinely entered the bus cabin from the tailpipe and the engine through the open front door. At some stops, particulate matter in the bus cabin exceeded levels in the outdoor air by as much as ten times. While idling or lined up in a schoolyard, rapid buildup of particulate matter in the buses also occurred. Most importantly, retrofit emissions controls worked: installation of a diesel particulate filter and the use of Ultra Low Sulfur Diesel (ULSD) fuel and a closed crankcase filtration device eliminated fine particles, ultrafine particles, black carbon and particle-bound PAH in the bus cabin. A closed crankcase filtration system by itself demonstrated major benefits and can provide immediate and low cost reductions in particulate matter levels on school buses. For a comprehensive report: **www.catf.us/goto/schoolbusreport**

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seniors with increased levels of elemental and organic carbon (typical of diesels and other motor vehicles) and fine particles. Collectively, these studies demonstrate that elevated fine particle levels put the elderly at risk and suggest a possible mechanistic link between fine particles and cardiovascular disease mortality.[59]

Today's Dirty Diesels

- **"On-road" or highway diesels** include many types of vehicles, such as municipal and commercial trucks and buses. Heavy duty highway diesels range from 8,500 lbs to those exceeding 60,000 lbs, such as 18-wheelers. Of the seven million diesels on the road today, 400,000 are school buses and 70,000 are transit buses. Highway diesels released 100,000 tons of directly-emitted fine particles in 2002, about one third of the total from diesels. Highway diesels also released 3.4 million tons of nitrogen oxides (NO_X) in 2002, which accounted for 16 percent of all NO_X emissions and half of all diesel NO_X emissions in the U.S. [60]

- **"Non-road" diesel engines and equipment** do not typically travel on roads or highways. There were approximately six million non-road diesel engines in service in 2003. Examples of these non-road diesels include construction equipment such as excavators, mining equipment and agricultural machinery. In 2002, 155,000 tons or half of all the fine particles directly emitted from diesels came from non-road engines. Non-road diesels also released 1.6 million tons of NO_X, 8 percent of all NO_X emissions and one quarter of all diesel NO_X emissions in the U.S. in 2002.[61]

- **Marine and river diesel** emissions are dominated by large commercial ships polluting our largest ocean and river port cities. Efforts to control pollution from shipping have focused on NO_X, although these engines also emit substantial quantities of fine particles. In 2002 marine diesel released 40,000 tons of directly-emitted fine particles, 13 percent of all diesel fine particles in the U.S. Marine diesels in the U.S. produced one million tons of diesel NO_X in 2002, 5 percent of all U.S. NO_X emissions and 14 percent of all diesel NO_X emissions.[62]

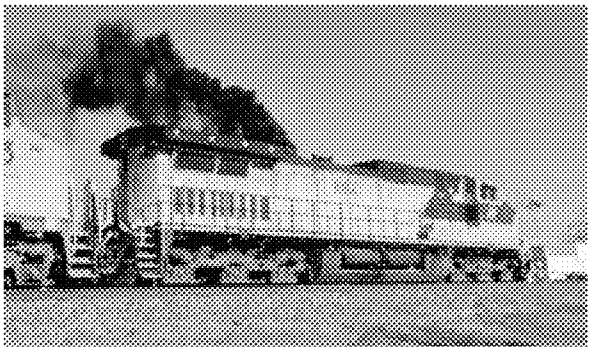

- **Locomotive diesels** account for a significant fraction of mobile source emissions in the U.S. today. In many areas, diesel trains travel through and pollute core urban and industrial areas. Diesel locomotives released 20,000 tons of directly-emitted diesel fine particles (six percent of all diesel fine particles) and 900,000 tons NO_X (13 percent of diesel NO_X). Diesel locomotives typically have a useful life of 40 years and are commonly rebuilt 5-10 times during their long service lives. For this reason, cleaning up today's locomotives is an important priority.[63]

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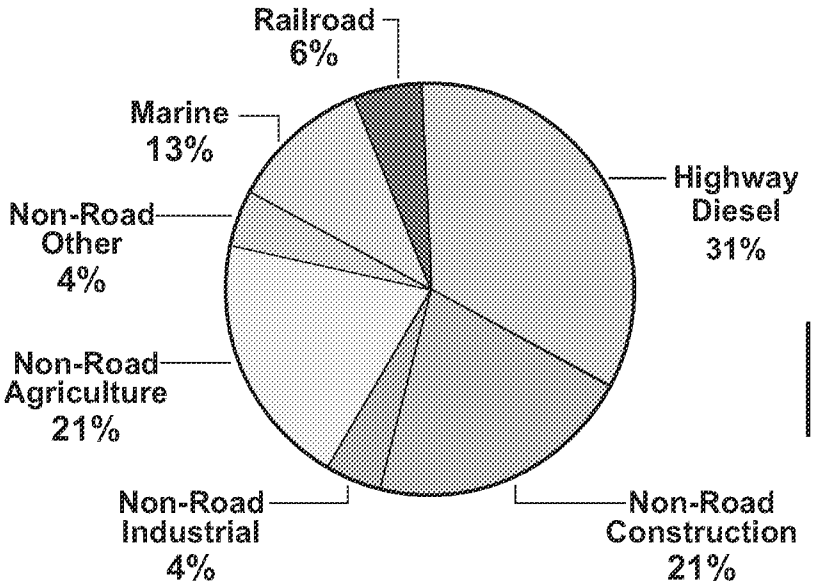

Sources of Directly-Emitted Mobile Diesel Fine Particles

Source: EPA (2004)

Diesel "Hotspots"

Diesel Exhaust is Concentrated Near Roadways and Intersections.

Unlike industrial smokestack emissions, diesel typically is emitted at ground-level in places of concentrated population in our communities along busy streets and at our places of work. We often breathe diesel exhaust where it is fresh and most toxic. While air quality modeling, such as reported in our study, estimates average exposures in a community, your individual exposure may be much greater or smaller depending on a variety of factors. For example, the distance from where you live to major roadways and the nature of your commute to work may play a role.

Exposure to diesel exhaust is highest for those who:

- **Operate or work around diesel engines** – Occupational exposures to diesel are among the highest and have been associated with increased incidence of cancer. Furthermore, a study of diesel mechanics, train crewmen, and electricians working in a closed space near diesel generators suggests that diesel exposure may have caused both airway obstruction and serious impairment to the central nervous system. The report concludes that "impaired crews may be unable to operate trains safely."[64]
- **Live or work near areas where diesel emissions are concentrated** – Ambient diesel levels are highest near highways, busy roadways, bus depots, construction sites, railroad yards, ports and inland waterways with diesel boat traffic, major bridges, tunnels, or freight warehouses. People who live or work near these

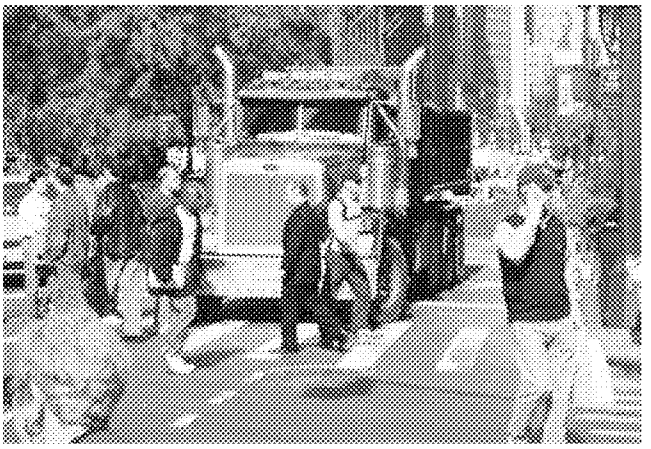

facilities face the greatest risk. Numerous recent medical studies have linked roadway proximity and traffic pollution to disease, asthma hospitalizations, and shortened life expectancy.[65] For example, a 2004 study in Ontario, Canada found increased risk of mortality from heart and lung disease in people living within 100 meters of a roadway.[66] New York City studies demonstrate that diesel trucks create air toxics hot spots at crossings, bus stops, and bus depots.[67] Rail yards can be diesel hotspots as well. For example, one study found elevated risk levels – up to 500 in a million – adjacent to a California rail yard.[68] Another study found elevated cancer risk for persons living near a ferry port.[69]

- **Regularly ride on school or transit buses, or commuter trains** – Children are exposed to elevated levels of diesel as a result of the buildup of diesel exhaust inside school buses – especially with windows closed.[70] Diesel exhaust levels on commuter trains and

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People living and working near concentrated diesel emissions such as busy roadways have the greatest exposure to diesel exhaust.

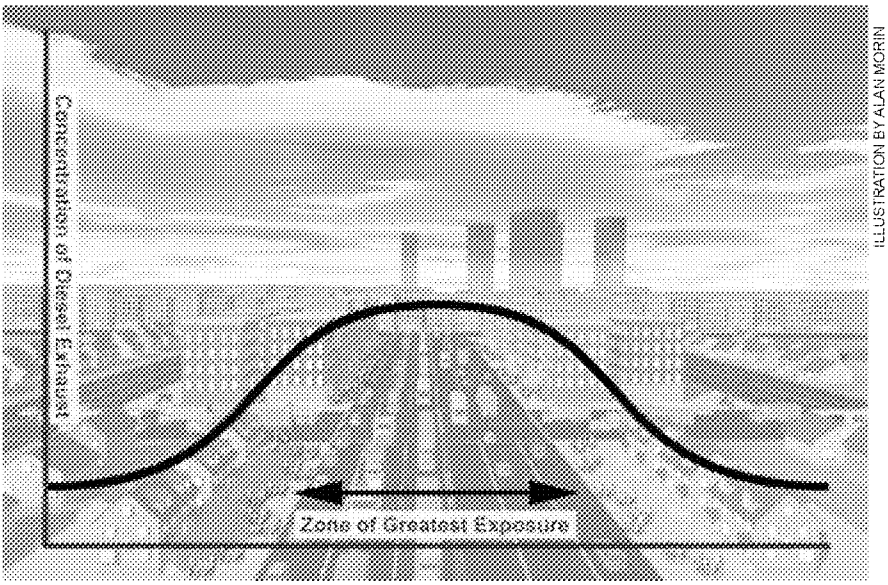

ILLUSTRATION BY ALAN MORIN

station platforms may also be high.[71]

- **Commute daily in heavy traffic** – Commuters are exposed to some of the highest diesel emissions in their cars due to pollutants released from trucks and buses on the road with them. Car occupants riding behind a diesel bus, for example, can experience extremely high levels of dangerous fine particles. Researchers in Los Angeles measured high fine particle levels (130 ug/m^3) behind an urban transit bus making numerous stops.[72] Exposures to drivers can have serious effects: a 2004 study suggests that young male state troopers experienced cardiac inflammation and heart rhythm changes from in-vehicle exposure to fine particles.[73]

Diesel exhaust from trucks and buses can be found in places we don't expect. For example it can be trapped in "urban canyons" and penetrate buildings through HVAC systems.

Exposure to diesel exhaust is also an Environmental Justice issue. Concentration of minority and low-income populations are more likely to be found in cities near diesel sources. Because these neighborhoods are exposed to some of the highest diesel exhaust levels, residents are certain to experience disproportionate health impacts.

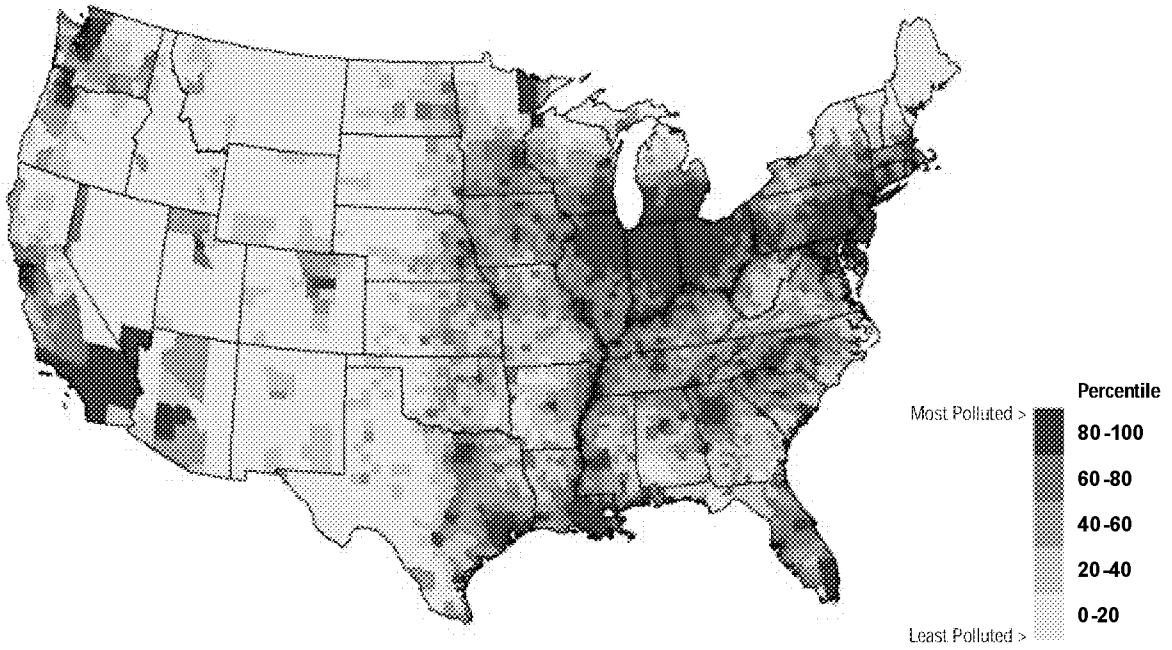

Directly-Emitted Diesel Fine Particle Concentrations by County in the U.S. (1999)

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A Solution Within Our Reach

Diesel Fine Particles Can Be Virtually Eliminated by Emission Controls Available Today.

Virtually all of the health risk posed by diesel exhaust can be eliminated through the application of emissions control strategies available today. For example, an aggressive but feasible program to reduce diesel particle emissions nationwide 50 percent by 2010, 75 percent by 2015, and 85 percent by 2020 would save about 100,000 lives between now and 2030 – beyond those lives that will be saved under EPA's new engine regulations.[74] Adopting this as a national goal would help states and municipalities set milestones for improvement and would be consistent with EPA's recently announced goal of retrofitting the entire U.S. fleet of diesel vehicles by 2015.[75] Indeed, California has already set a Diesel Risk Reduction goal of 75 percent 2010 and 85 percent by 2020. Over the last few years the California Air Resources Board has begun to issue regulations to achieve these goals.[76]

"Retrofit, Rebuild, Replace"

A variety of practical strategies exist to reduce diesel particle levels in America: tailpipe retrofits, clean fuels, closed crankcase filtration systems, engine rebuild and replacement requirements, emission specifications for vehicles used in public works contracts, anti-idling ordinances and legislation, truck stop electrification programs, aggressive fleet turnover policies, and more.

The most cost-effective approach to reducing diesel exhaust is likely in many cases to be the direct application of retrofit technology. Although the purchase of new, much cleaner vehicles will remain an important remedial strategy, the replacement of the entire diesel fleet is an expensive proposition that will have to be phased in over time. What's more, we can meet the challenge of reducing fine particles and related air toxics without replacing all vehicles right now. Current technology can easily remove particles from diesel exhaust. Retrofits that eliminate over 90 percent of fine particles from a heavy duty diesel bus engine typically cost $3,000-$7,500. This is a small expenditure when compared to the typical $60,000-75,000 price tag for a new school bus or $300,000 for a transit bus.[77]

Retrofits are available from many engine manufacturers. They generally are easy to install especially on highway vehicles. Nonetheless, it is important to point out that retrofits are not a "one size fits all" proposition. Retrofitting a fleet calls for careful planning and, often, a mix of strategies that will depend on the make and model year of the engines being retrofitted and funds available. For example, some heavy-duty engines lack modern electronic engine controls and are therefore are too old for some retrofit devices. Other diesel equipment simply does not have space for retrofit installation. Duty cycle is an important consideration too. Some engines do not run constantly which means that catalytic retrofit devices requiring consistent high engine temperatures do not operate as efficiently. Furthermore, some engines release pollution from crankcase ventilation in addition to the tailpipe. This calls for additional strategies. For some vehicles and model years, replacement may be the best option. As a result, fleets will need to develop individualized strategies that optimize emission reduction from their vehicles and equipment. Fortunately, this is not hard to do.

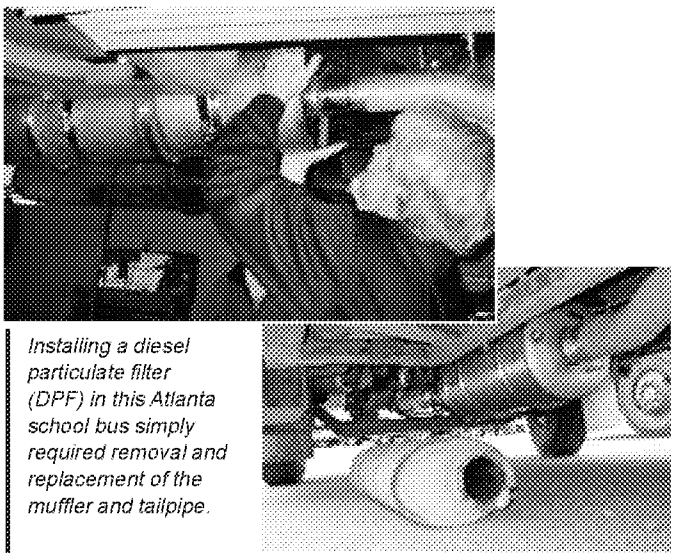

Installing a diesel particulate filter (DPF) in this Atlanta school bus simply required removal and replacement of the muffler and tailpipe.

Catalyzed diesel particulate matter filters (DPF) can reduce emissions of fine particles and adsorbed air toxics by over 90 percent. DPFs have been used in thousands of on- and non-road diesel applications. Diesel oxidation catalysts (DOCs) represent a less expensive albeit less effective option. They are smaller and therefore easier to install. EPA has verified that they can reduce total particulate matter emissions by 10-30 percent. Like the DPF, the DOC is also attached to the exhaust system. Installing one on a diesel truck or bus costs about $1,000. DOCs may be appropriate for vehicles built before 1995 that lack electronic controls and for construction equipment where there is inadequate space for a DPF to be installed. DOCs have been installed in more than 1.5 million trucks in the U.S.[78]

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Low Sulfur Diesel Fuels Are Requisite for Effective Retrofit Controls.

Diesel particulate filters require low sulfur fuels because sulfur in the fuel can foul the emission control device. Unfortunately, low sulfur fuels are not available everywhere in the U.S. today (see http://www.epa.gov/otaq/retrofit/fuelsmap.htm for the current fuel availability map). Where ULSD is available, decision makers should consider requiring installation of filters where possible. Federal regulations have established diesel fuel and additive formulation requirements for on-road vehicles, limiting fuel sulfur content to 15 ppm nationwide beginning in 2006 for use with 2007 highway vehicles. Starting in 2010, non-road equipment will be required to use ULSD.

Biodiesel is another potential low-sulfur fuel choice that can achieve modest reductions in emissions when used as a blend, or higher reductions when used at 100 percent. Biodiesel is an alternative diesel fuel made from either animal fats or plants such as soybeans.

Ultra low sulfur diesel fuel will be available nationwide mid-2006.

Cleaning up All School Buses Within a Decade

With today's emissions controls, students need not be exposed to diesel exhaust while riding to school. EPA in the summer of 2004 announced the goal of retrofitting all existing school buses with pollution controls within a decade.[79] Funding retrofits and cleaner fuel presents the greatest obstacle facing school districts. To achieve this goal, adequate funds must be appropriated by states and the federal government.

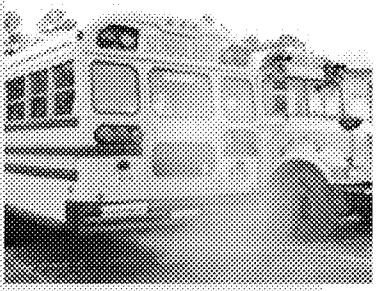

Recommendations

Cities and States Must Act to Reduce Diesel.

The fine particle pollution problem is so widespread in the U.S. about one quarter of the U.S. population resides in areas that violate the standard. EPA recently formally designated over 200 counties in "nonattainment" with the annual fine particle standard.[80] Countless additional commuters may also spend significant time in areas exceeding the standard where they work. But the rest of the country is not safe from the risk posed by diesel particles – science tells us that particle-related health impacts don't stop once the standard is achieved. Health research has shown that there are adverse health impacts from particles even at very low concentrations.[81]

Cities and states that have been designated as "nonattainment" must act now to achieve meaningful reductions in fine particles. For those areas, state implementation plans must be developed and presented to EPA for approval within three years. Controls must then be implemented and air quality standards achieved by 2010. For this reason, states and cites must start now to determine how to achieve substantial emissions reductions. With rules to reduce particles from power plants pending at EPA and expected to be finalized in the near future, diesel emissions will become the largest remaining share of the problem and the most cost-effective solution, one that largely is within the control of states and municipalities.

MA TURNPIKE AUTHORITY

Cities should adopt and enforce anti-idling ordinances.

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Cities and states should:

- Establish ambitious goals for reducing risk to their citizens by cleaning up existing diesels;
- Identify priority geographic areas and diesel "hotspots" for immediate attention;
- Adopt a package of options for reducing diesel exhaust including:
  - Retrofits accomplished by replacing mufflers with an optimal mix of filters or oxidation catalysts depending on vehicle age and type;
  - Requiring Ultra Low Sulfur Diesel and cleaner alternative fuels;
  - Closed crankcase ventilation systems to eliminate engine exhaust from penetrating the cabins of school and transit buses;
  - Engine rebuild and replacement requirements;
  - Truck stop electrification programs to give long-haul truckers a way to power their rigs overnight without running their engines;
  - Contract specifications requiring cleanup of trucks and construction equipment used in public works projects.
- Adopt diesel cleanup measures as federally-enforceable requirements in State Implementation Plans (SIPs) for the attainment of the fine particle and ozone air quality standards;
- Create and fund programs to provide money for diesel equipment owners to replace or rebuild high-polluting diesel engines;
- Adopt and enforce anti-idling ordinances and legislation.

To meet this challenge, several states and cities have begun to take action. California continues to lead the way in reducing diesel emissions: adopting stricter fine particle air quality standards, developing a statewide diesel risk reduction plan, and establishing a state program to clean up on- and non-road diesel engines ranging from garbage trucks to stationary generators.[82] When completed, the California program will regulate emissions from all existing diesels within its jurisdiction.

Trucks parked at New York Thruway rest area shut off their engines and plug into IdleAire facility for heat and electricity.

In New York, over 120,000 kids now ride a school bus that has had a retrofit kit installed to reduce diesel emissions. Under city and state law all New York City-sponsored construction projects are required to use ULSD and all heavy equipment engines at the sites must be retrofitted. Likewise, Seattle, King County, and the State of Washington have made a solid start on diesel cleanup from on- and non-road vehicles, and ships including a commitment to retrofit up to 8,000 school buses using local, state, federal, and SEP monies and buy up to 250 new diesel/electric hybrid buses. Other cities also have made a start.[83]

California and Texas have created funds – the "Carl Moyer" program in California and the Texas Emission Reduction Program (TERP) – to provide funding for diesel equipment owners to replace or rebuild high-polluting diesel engines.

NEW FLYER

Some cities are choosing Diesel Electric Hybrid buses as an alternative to conventional diesel buses.

Washington Must Support States

States and cities cannot meet the challenge of diesel pollution alone. U.S. EPA has recognized the dangers and societal costs of diesel exhaust and set tighter emission standards for new highway and non-road diesel engines and mandated the availability beginning in 2006 of Ultra Low Sulfur Diesel (ULSD) fuel nationwide. These requirements must be retained with no backsliding. In addition, EPA has set a national goal of cleaning up all of America's existing diesels by 2015 and has established a voluntary retrofit program to begin to meet it.[84] However, this challenge will only be met with an aggressive set of policies and adequate funding to ensure the goal can be accomplished.

Many states do not have the resources to clean up state and municipally-owned vehicles. They will need the support of the federal government to achieve EPA's goal.

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Federal action may also be needed to clean up transient diesel vehicles, including long-haul trucks, marine diesel shipping in U.S. ports, and locomotives that typically travel from city to city dispersing their emissions along travel corridors. Because the Clean Air Act contains limited authority for EPA to establish national diesel retrofit rules, federal legislation will ultimately be needed to establish federal requirements and funding for a national retrofit program for all diesel engines as well as these interstate diesels.

The Federal government should:

- Pass legislation providing funding for the cleanup of municipal and state fleet vehicles;
- Explore regulatory options for reducing emissions from existing interstate fleets such as long-haul trucks, shipping, and locomotives;
- Retain and enforce the tighter new engine and cleaner fuel standards for highway and non-road diesels.

Endnotes

1 Wilson, Richard and Spengler, John, eds. *Particles in Our Air: Concentrations and Health Effects* (1999) p. 212.

2 Schwartz, J.,"Air Pollution Deadlier than Previously Thought," Harvard School of Public Health, Press Release, March 2, 2000.

3 Laden, F., Neas, L., Dockery, D. and Schwartz, J., *Association of Fine Particulate Matter from Different Sources with Daily Mortality in Six U.S. Cities*, Environmental Health Perspectives, Vol. 108, No. 10, (2000) p. 941-947.

4 Nemmar, A. et al., *Passage of Inhaled Particles Into the Blood Circulation in Humans.* Circulation, Vol. 105, (2002), 411-414 ; Donaldson, Ken, et al., *Ambient Particle Inhalation and the Cardiovascular System: Potential Mechanisms*, Envir. Health Perspectives, Vol. 109, Supp. 4, Aug. 2001, p. 525.1

5 National Center for Environmental Assessment, Office of Research and Development, U.S. EPA. EPA/600/8-90/057F. May 2002. International Agency on Cancer, Monograph 46. See at: http://www-cie.iarc.fr/htdocs/monographs/vol46/46-01.htm; California Air Resources Board (1998) Proposed Identification of Diesel Exhaust as a Toxic Air Contaminant; See also, California Environmental Protection Agency, Air Resources Board, Office of Environmental Health Hazard Assessment, April 22, 1998; CalEPA (2002). Health Assessment for Diesel Engine Exhaust;

6 American Academy of Pediatrics, Committee on Environmental Health, *Ambient Air Pollution: Health Hazards to Children*, Pediatrics, Vol 114, No. 6, (December 2004) pp. 1699-1707. Available at www.pediat rics.org. For a complete summary of studies of particulate matter and health see: EPA Air Quality Criteria for Particulate Matter, October 2004 avaialble at: http://cfpub.epa.gov/ncea/cfm/partmatt.cfm

7 Modeled health impacts of less severe acute health impacts (e.g. other than mortality, heart attacks) likely understate the full magnitude of the impacts because many cases go unreported (e.g. asthma, bronchitis self-treatment, or treatment in small clinics or private offices.) Furthermore, the U.S. does not manage a central database of national health records.

8 U.S. EPA, OAR, "Final Report to Congress on Benefits and Costs of the Clean Air Act,1970-1990," EPA 410-R-97-002, (1997) page I-23 at http://www.epa.gov/air/sect812/appen_i.pdf.

9 Mothers Against Drunk Driving online at: http://www.madd.org/stats/0,1056,1112,00.html

10 Arias, E. et al., "Deaths: Final Data for 2001," Centers for Disease Control, 52 National Vital Statistics Reports No. 3 (September 18, 2003). Available online at: http://www.cdc.gov/nchs/data/nvsr/nvsr52/nvsr52_03.pdf

11 U.S. Department of Transportation, National Highway Traffic Safety Administration *Traffic Safety Facts 2000: Occupant Protection* (Washington, D.C. 2001). Available online at: http://www.bts.gov/publications/transportation_statistics_annual_report/2001/html/chapter_06_figure_01_152_table_.html

12 This analysis is based on methodology approved by U.S. EPA's Science Advisory Board and used by EPA in the Regulatory Impact Analysis (RIA) of the non-road rule. EPA Final Regulatory Impact Analysis, "Control of Emissions from Nonroad Diesel Engines," EPA420-R-04-007. (May 2004) http://www.epa.gov/nonroad-diesel/2004fr/420r 04007.pdf. It begins with EPA emissions inventory data, models the dispersion of those emissions using the Regional Emissions Modeling System for Acid Deposition (REMSAD) air quality model, and then applies a damage function model using concentration-response relationships to estimate adverse health endpoints from modeled changes in air quality. This analysis estimates the adverse health endpoints attributable to diesel PM2.5 in the year 2010. For a summary of CATF's methodology and FAQs please go to www.catf.us/goto/dieselhealth/ and click on "learn more." For Abt Associates' ASPEN and REMSAD reports please see: www.catf.us/goto/AbtASPEN/ and www.catf.us/goto/AbtREMSAD/.

13 Estimate is based on EPA methodology described in EPA Memorandum, Bryan Hubbell to Sam Napolitano, July 2, 2001. Estimated NO_X, SO_2 and PM emissions health damages for heavy duty vehicle emissions.

14 Through only those diesel regulations promulgated to date, California will reduce diesel fine particles by 30 percent from year 2000 levels. California has announced plans to promulgate additional critical regulations in the next few years to address significant sources such as construction, agriculture, and inland shipping. California Air Resources Board (CARB) 2004a. Air Quality Almanac Emission Projections. Online at http://www.arb.ca.gov/emisinv/emsmain/emsmain.htm; California Air Resources Board (CARB). 2003a. Staff Report: Initial Statement of Reasons: Proposed Diesel Particulate Matter Control Measure for On Road Heavy-Duty Residential and Commercial Solid Waste Collection Vehicles. Sacramento, CA: California Environmental Protection Agency. California Air Resources Board (CARB) 2003b Staff Report: Initial Statement of Reasons for Proposed Rulemaking: Airborne Toxic Control Measure for Stationary Compression Ignition Engines. Sacramento, CA: California Environmental Protection Agency, Stationary Source Division Emissions Assessment Branch;. California Air Resources Board (CARB) 2003c. REVISED – Staff Report: Initial Statement of Reasons for Proposed Rulemaking: Airborne Toxic Control Measure for In-use Diesel Fueled Transport Refrigeration Units (TRU) and TRU Generator Sets, and Facilities Where TRUs Operate. Sacramento, CA: California Environmental Protection Agency, Stationary Source Division Emissions Assessment Branch. The Union of Concerned Scientists recently estimated the costs and benefits of achieving the CARB Diesel Risk Reduction goal. See Union of Concerned Scientists, *Sick of Soot: Reducing the Health Impacts of Diesel Pollution in California* (June 2004) available online at: http://www.ucsusa.org/clean_vehicles/trucks_ and_buses/page.cfm?pageID=1429

15 This analysis was performed by multiplying modeled ASPEN (Assessment System for Population Exposure Nationwide) 1999 county-level ambient diesel PM2.5 concentration data times: (1) the upper and lower bounds of EPA's possible diesel particulate matter cancer risk range; and (2) the California Air Resources Board diesel cancer unit risk factor. See: California Diesel Risk Reduction Plan: http://www.arb.ca.gov/diesel/documents/rrpapp.htm; EPA, Health Assessment Document for Diesel Exhaust, Office of Research and Development, EPA/600/8-90/057F (May 2002). The United States Public Interest Research Group previously used

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a similar methodology i.e., multiplying the CARB unit risk factor by 1996 National Air Toxics Assessment fine particle concentration data to derive national, state, and local additional cancer risk (cancers per million people) from diesel fine particles. U.S. PIRG Education Fund, *Dangers of Diesel: How Diesel Soot and Other Air Toxics Increase Americans' Risk of Cancer* (October 2002).

16 "The estimated possible risk ranges (10^{-5} to 10^{-3} as well as lower and zero risk) provide a perspective of the potential significance of the lung cancer hazard." EPA, Health Assessment Document for Diesel Exhaust, Office of Research and Development, EPA/600/8-90/057F (May 2002) at p. 8-15. For CARB unit risk value, see: Findings of the Scientific Review Panel on *The Report on Diesel Exhaust* as adopted at the Panel's April 22, 1998, meeting. http://www.arb.ca.gov/toxics/dieseltac/defnds.pdf. See also, http://www.arb.ca.gov/regact/diesltac/diesltac.htm. The findings in this report based on the CARB unit risk factor are consistent with EPA's possible diesel risk range e.g., 3 X 10^{-4} is within EPA's range of 10^{-3} to 10^{-5}.

17 The number per million is the chance in a population of a million people who might be expected to get cancer over a 70-year lifetime. A potential cancer risk of 10 in a million means if one million people were exposed to a certain level of a pollutant or chemical there is a chance that 10 of them may develop cancer over their 70-year lifetime. This would be 10 new cases of cancer above the expected rate of cancer in the population. According to CARB the expected rate of cancer for all causes, including smoking, is about 200,000 to 250,000 chances in a million (one in four to five people).

18 For 1999 NATA national excess cancer risk from air toxics other than diesel see: Inside EPA, Inside Washington Publishers, (December 15, 2004) http://www.insideepa.com/

19 This finding is based on inhalation as the only exposure path and is limited to the thirty-three air toxics included in EPA's National Air Toxics Assessment (NATA). The relative cancer risk of diesel particulate matter is calculated as a ratio of the cancer risk of all air toxics tracked by EPA in the NATA divided by the risk of diesel particulate. We calculated the cancer risk for diesel PM in the U.S. based by applying the CARB cancer unit risk factor for diesel particulate matter to 1999 ASPEN model average national ambient concentration results for diesel PM. (Source for national toxic risk: Inside EPA, Inside Washington Publishers, December 15, 2004.)

20 According to the EPA's categorization of counties as urban or rural, the average ASPEN 1999 ambient diesel fine particle concentration is 1.3822 ug/m^3 for urban counties and 0.4730 ug/m^3 for rural counties. The overall national average is 1.2096 ug/m^3. These averages are population weighted. These averages convert (using the 0.0003 factor) to cancer risks of 415 per million urban, 142 per million rural, and 363 per million average.

21 U.S. Centers for Disease Control and Prevention, "National Hospital Discharge Summary 1998," Advance Data #316 (June 30, 2000). Available online at: http://www.cdc.gov.nchs.

22 This analysis was performed using 1999 county-level ambient diesel PM2.5 concentration data modeled using the Assessment System for Population Exposure Nationwide (ASPEN) air quality model, and then by applying a damage function model using concentration-response relationships to estimate adverse health endpoints from modeled changes in air quality. For a full discussion of the methodology used, please see: www.catf.us/goto/AbtASPEN/. For health impacts in your city and state see: http://www.catf.us/goto/dieselhealth.

23 The new health findings provided in this report by Abt Associates are derived from average modeled estimates of ambient concentrations of diesel particulate matter for entire counties. Many people experience higher diesel exposure situations depending upon where they live and work, for example, such as working near diesel engines, living near diesel sources or commuting regularly on roadways with diesel traffic. The quantitative estimates of death and disease we provide in this report are based on average exposures only and do not represent the risks associated with high diesel exposures. Furthermore, these health findings do not include the impacts from all toxic constituents in diesel exhaust, only directly-emitted particulate matter.

24 The state and metropolitan area health effects reported here exclude those associated with secondarily-formed fine particles, i.e., particles formed from gaseous emissions through post-emission atmospheric chemical reactions. Typically, these include nitrate from nitrogen oxide emissions and sulfate from sulfur dioxide emissions. Secondarily-formed fine particles may make up as much as one-third of diesel-related particles. See Lloyd, A. C., and Cackette, T.A. (2001). Diesel engines: Environmental Impact and Control. Journal of Air and Waste Management Association, v. 51, p. 809-847, June 2001.

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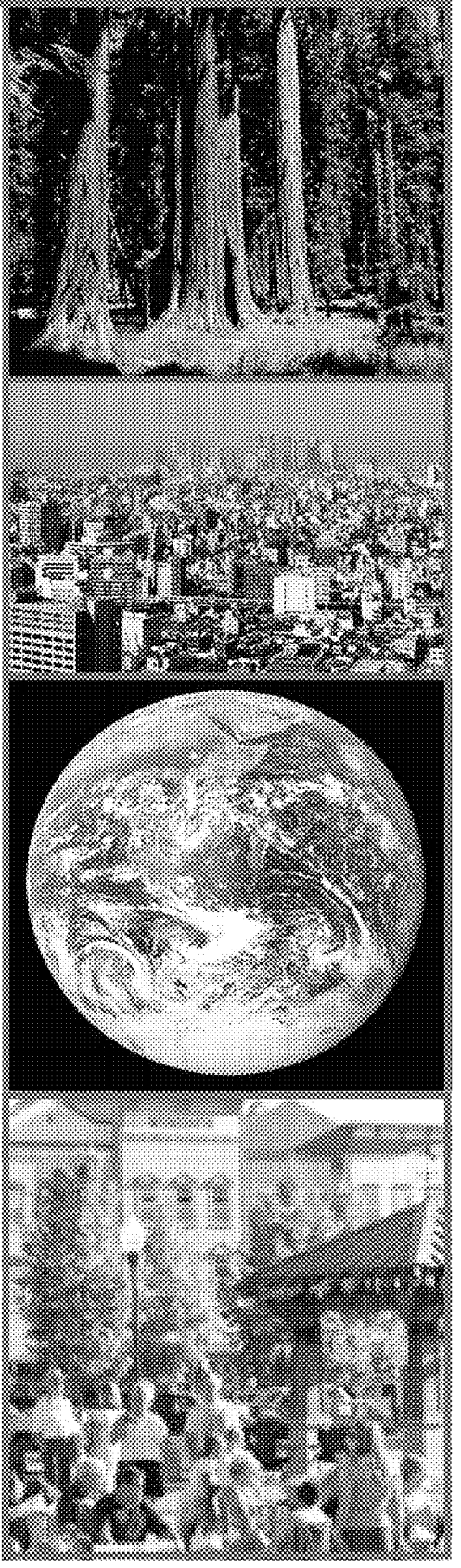

CEQA & Climate Change

Evaluating and Addressing Greenhouse Gas Emissions from Projects Subject to the California Environmental Quality Act

January 2008

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Disclaimer

The California Air Pollution Control Officers Association (CAPCOA) has prepared this white paper consideration of evaluating and addressing greenhouse gas emissions under the California Environmental Quality Act (CEQA) to provide a common platform of information and tools to support local governments.

This paper is intended as a resource, not a guidance document. It is not intended, and should not be interpreted, to dictate the manner in which an air district or lead agency chooses to address greenhouse gas emissions in the context of its review of projects under CEQA.

This paper has been prepared at a time when California law has been recently amended by the Global Warming Solutions Act of 2006 (AB 32), and the full programmatic implications of this new law are not yet fully understood. There is also pending litigation in various state and federal courts pertaining to the issue of greenhouse gas emissions. Further, there is active federal legislation on the subject of climate change, and international agreements are being negotiated. Many legal and policy questions remain unsettled, including the requirements of CEQA in the context of greenhouse gas emissions. This paper is provided as a resource for local policy and decision makers to enable them to make the best decisions they can in the face of incomplete information during a period of change.

Finally, this white paper reviews requirements and discusses policy options, but it is not intended to provide legal advice and should not be construed as such. Questions of legal interpretation, particularly in the context of CEQA and other laws, or requests for advice should be directed to the agency's legal counsel.

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List of Acronyms and Abbreviations

Acronym/ Abbreviation	Meaning
AB 32	Assembly Bill 32 Global Warming Solutions Act of 2006
AG	Attorney General
ARB	Air Resources Board
ASTM	American Society of Testing and Material
BAAQMD	Bay Area Air Quality Management District
BAU	Business as Usual
BEES	Building for Environmental and Economic Sustainability
Calfire	California Fire
Caltrans	California Department of Transportation
CAP	Criteria Air Pollutants
CAPCOA	California Air Pollution Control Officers Association
CARB	California Air Resource Board
CAT	Climate Action Team
CCAP	Center for Clean Air Policy
CCAR	California Climate Action Registry
CDFA	California Department of Food and Agriculture
CEC	California Energy Commission
CEQA	California Environmental Quality Act
CF	Connectivity Factor
CH_4	Methane
CIWMB	California Integrated Waste Management Board
CO	Carbon Monoxide
CO_2	Carbon Dioxide
CNG	Compressed Natural Gas
CPUC	California Public Utilities Commission
CUFR	California Urban Forestry
DGS	Department of General Services
DOE	U.S. Department of Energy
DOF	Department of Finance
DPF	Diesel Particulate Filter
DWR	Department of Water Resources
E85	85% Ethanol
EEA	Massachusetts Executive Office of Energy and Environmental Affairs
EERE	Energy Efficiency and Renewable Energy
EIR	Environmental Impact Report
EOE	Encyclopedia of Earth
EPA	U.S. Environmental Protection Agency
ETC	Edmonton Trolley Coalition
EV	Electric Vehicles
FAR	Floor Area Ratio

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GHG	Greenhouse Gas
GGEP	Greenhouse Gas Emissions Policy
GGRP	Greenhouse Gas Reduction Plan
GP	General Plan
GWP	Global Warming Potential
IGCC	Integrated Gasification Combined Cycle
IOU	Investor Owned Utility
IPCC	International Panel on Climate Change
IT	Information Technology
ITE	Institute of Transportation Engineers
J&S	Jones & Stokes
km	Kilometer
LandGem	Landfill Gas Emissions Model
LEED	Leadership in Energy and Environmental Design
LNG	Liquefied Natural Gas
MBUAPCD	Monterey Bay Unified Air Pollution Control District
MEPA	Massachusetts Environmental Policy Act
MND	Mitigated Negative Declaration
MMT CO_2e	Million Metric Tons Carbon Dioxide Equivalent
MW	Megawatts
N_2O	Nitrous Oxide
NACAA	National Association Clean Air Agencies
ND	Negative Declaration
NEV	Neighborhood Electric Vehicle
NIST	National Institute of Standards and Technology
NO_X	Oxides of Nitrogen
NREL	National Renewable Energy Laboratory
NSCAPCD	Northern Sonoma County Air Pollution Control District
NSR	New Source Review
OPR	State Office of Planning and Research
PFC	Perfluorocarbon
PG&E	Pacific Gas & Electric
POU	Publicly Owned Utility
PM	Particulate Mater
RoadMod	Road Construction Emissions Model
ROG	Reactive Organic Gas
RPS	Renewable Portfolio Standards
RTP	Regional Transportation Plan
S-3-05	Executive Order S-3-05
SB	Senate Bill
SBCAPCD	Santa Barbara County Air Pollution Control District
SCAQMD	South Coast Air Quality Management District
SCM	Sustainable Communities Model
SIP	State Implementation Plan
SJVAPCD	San Joaquin Valley Unified Air Pollution Control District
SLOCAPCD	San Luis Obispo County Air Pollution Control District

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SMAQMD	Sacramento Metropolitan Air Quality Management District
SMUD	Sacramento Municipal Utilities District
SO_X	Sulfur Oxides
SP	Service Population
SRI	Solar Reflectance Index
SWP	State Water Project
TAC	Toxic Air Contaminants
TBD	To Be Determined
TDM	Transportation Demand Management
TMA	Transportation Management Association
THC	Total Hydrocarbon
UC	University of California
ULEV	Ultra Low Emission Vehicle
UNFCCC	United Nations Framework Convention on Climate Change
URBEMIS	Urban Emissions Model
USGBC	U.S. Green Building Council
VMT	Vehicle Miles Traveled
VTPI	Victoria Transit Policy
YSAQMD	Yolo-Solano Air Quality Management District

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Introduction

The California Environmental Quality Act (CEQA) requires that public agencies refrain from approving projects with significant adverse environmental impacts if there are feasible alternatives or mitigation measures that can substantially reduce or avoid those impacts. There is growing concern about greenhouse gas emissions[1] (GHG) and recognition of their significant adverse impacts on the world's climate and on our environment. In its most recent reports, the International Panel on Climate Change (IPCC) has called the evidence for this "unequivocal." In California, the passage of the Global Warming Solutions Act of 2006 (AB 32) recognizes the serious threat to the "economic well-being, public health, natural resources, and the environment of California" resulting from global warming. In light of our current understanding of these impacts, public agencies approving projects subject to the CEQA are facing increasing pressure to identify and address potential significant impacts due to GHG emissions. Entities acting as lead agencies in the CEQA process are looking for guidance on how to adequately address the potential climate change impacts in meeting their CEQA obligations.

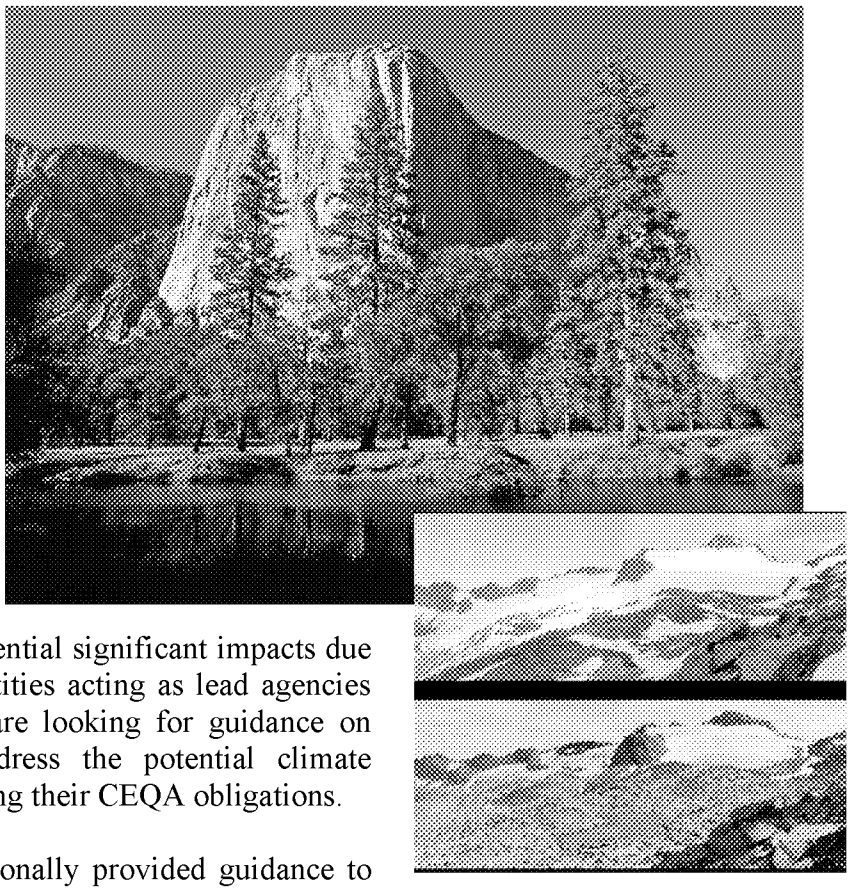

Air districts have traditionally provided guidance to local lead agencies on evaluating and addressing air pollution impacts from projects subject to CEQA. Recognizing the need for a common platform of information and tools to support decision makers as they establish policies and programs for GHG and CEQA, the California Air Pollution Control Officers Association has prepared a white paper reviewing policy choices, analytical tools, and mitigation strategies.

This paper is intended to serve as a resource for public agencies as they establish agency procedures for reviewing GHG emissions from projects under CEQA. It considers the application of thresholds and offers three alternative programmatic approaches toward

[1] Throughout this paper GHG, CO_2, CO_2e, are used interchangeably and refer generally to greenhouse gases but do not necessarily include all greenhouse gases unless otherwise specified.

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determining whether GHG emissions are significant. The paper also evaluates tools and methodologies for estimating impacts, and summarizes mitigation measures. It has been prepared with the understanding that the programs, regulations, policies, and procedures established by the California Air Resources Board (CARB) and other agencies to reduce GHG emissions may ultimately result in a different approach under CEQA than the strategies considered here. The paper is intended to provide a common platform for public agencies to ensure that GHG emissions are appropriately considered and addressed under CEQA while those programs are being developed.

Examples of Other Approaches

Many states, counties, and cities have developed policies and regulations concerning greenhouse gas emissions that seek to require or promote reductions in GHG emissions through standards for vehicle emissions, fuels, electricity production/renewables, building efficiency, and other means. A few have developed guidance and are currently considering formally requiring or recommending the analysis of greenhouse gas emissions for development projects during their associated environmental processes. Key work in this area includes:

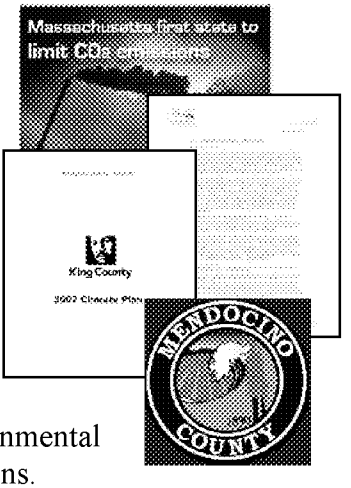

- Massachusetts Office of Energy and Environmental Affairs Greenhouse Gas Emissions Policy;
- King County, Washington, Executive Order on the Evaluation of Climate Change Impacts through the State Environmental Policy Act;
- Sacramento AQMD interim policy on addressing climate change in CEQA documents; and
- Mendocino AQMD updated guidelines for use during preparation of air quality impacts in Environmental Impact Reports (EIRs) or mitigated negative declarations.

The following paper evaluates options for lead agencies to ensure that GHG emissions are appropriately addressed as part of analyses under CEQA. It considers the use of significance thresholds, tools and methodologies for analyzing GHG emissions, and measures and strategies to avoid, reduce, or mitigate impacts.

Greenhouse Gas Significance Criteria

This white paper discusses three basic options air districts and lead agencies can pursue when contemplating the issues of CEQA thresholds for greenhouse gas emissions. This paper explores each path and discusses the benefits and disbenefits of each. The three basic paths are:

- No significance threshold for GHG emissions;

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- GHG emissions threshold set at zero; or
- GHG threshold set at a non-zero level.

Each has inherent advantages and disadvantages. Air districts and lead agencies may believe the state or national government should take the lead in identifying significance thresholds to address this global impact. Alternatively, the agency may believe it is premature or speculative to determine a clear level at which a threshold should be set. On the other hand, air districts or lead agencies may believe that every GHG emission should be scrutinized and mitigated or offset due to the cumulative nature of this impact. Setting the threshold at zero will place all discretionary projects under the CEQA microscope. Finally, an air district or lead agency may believe that some projects will not benefit from a full environmental impact report (EIR), and may believe a threshold at some level above zero is needed.

This paper explores the basis and implications of setting no threshold, setting a threshold at zero and two primary approaches for those who may choose to consider a non-zero threshold. The first approach is grounded in statute (AB 32) and executive order (EO S-3-05) and explores four possible options under this scenario. The options under this approach are variations of ways to achieve the 2020 goals of AB 32 from new development, which is estimated to be about a 30 percent reduction from business as usual.

The second approach explores a tiered threshold option. Within this option, seven variations are discussed. The concepts explored here offer both quantitative and qualitative approaches to setting a threshold as well as different metrics by which tier cut-points can be set. Variations range from setting the first tier cut-point at zero to second-tier cut-points set at defined emission levels or based on the size of a project. It should be noted that some applications of the tiered threshold approach may require inclusion in a General Plan or adoption of enabling regulations or ordinances to render them fully effective and enforceable.

Greenhouse Gas Analytical Methodologies

The white paper evaluates various analytical methods and modeling tools that can be applied to estimate the greenhouse gas emissions from different project types subject to CEQA. In addition, the suitability of the methods and tools to characterize accurately a project's emissions is discussed and the paper provides recommendations for the most appropriate methodologies and tools currently available.

The suggested methodologies are applied to residential, commercial, specific plan and general plan scenarios where GHG emissions are estimated for each example. This chapter also discusses estimating emissions from solid waste facilities, a wastewater treatment plant, construction, and air district rules and plans.

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Another methodology, a service population metric, that would measure a project's overall GHG efficiency to determine if a project is more efficient than the existing statewide average for per capita GHG emissions is explored. This methodology may be more directly correlated to a project's ability to help achieve objectives outlined in AB 32, although it relies on establishment of an efficiency-based significance threshold. The subcommittee believes this methodology may eventually be appropriate to evaluate the long-term GHG emissions from a project in the context of meeting AB 32 goals. However, this methodology will need further work and is not considered viable for the interim guidance presented in this white paper.

Greenhouse Gas Mitigation Measures

Common practice in environmental protection is first to avoid, then to minimize, and finally to compensate for impacts. When an impact cannot be mitigated on-site, off-site mitigation can be effectively implemented in several resource areas, either in the form of offsetting the same impact or preserving the resource elsewhere in the region.

This white paper describes and evaluates currently available mitigation measures based on their economic, technological and logistical feasibility, and emission reduction effectiveness. The potential for secondary impacts to air quality are also identified for each measure. A summary of current rules and regulations affecting greenhouse gas emissions and climate change is also provided.

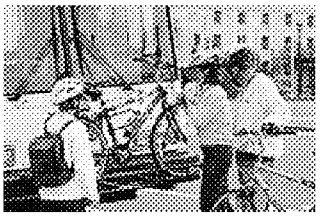

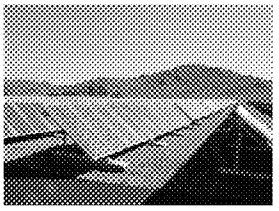

Reductions from transportation related measures (e.g., bicycle, pedestrian, transit, and parking) are explored as a single comprehensive approach to land use. Design measures that focus on enhancing alternative transportation are discussed. Mitigation measures are identified for transportation, land use/building design, mixed-use development, energy efficiency, education/social awareness and construction.

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Purpose

CEQA requires the avoidance or mitigation of significant adverse environmental impacts where there are feasible alternatives available. The contribution of GHG to climate change has been documented in the scientific community. The California Global Warming Solutions Act of 2006 (AB 32) mandates significant reductions in greenhouse gases (GHG); passage of that law has highlighted the need to consider the impacts of GHG emissions from projects that fall under the jurisdiction of the California Environmental Quality Act (CEQA). Because we have only recently come to fully recognize the potential for significant environmental impacts from GHG, most public agencies have not yet established policies and procedures to consider them under CEQA. As a result, there is great need for information and other resources to assist public agencies as they develop their programs.

Air districts have historically provided guidance to local governments on the evaluation of air pollutants under CEQA. As local concern about climate change and GHG has increased, local governments have requested guidance on incorporating analysis of these impacts into local CEQA review. The California Air Pollution Control Officers Association (CAPCOA), in coordination with the CARB, the Governor's Office of Planning and Research (OPR) and two environmental consulting firms, has harnessed the collective expertise to evaluate approaches to analyzing GHG in CEQA. The purpose of this white paper is to provide a common platform of information and tools to address climate change in CEQA analyses, including the evaluation and mitigation of GHG emissions from proposed projects and identifying significance threshold options.

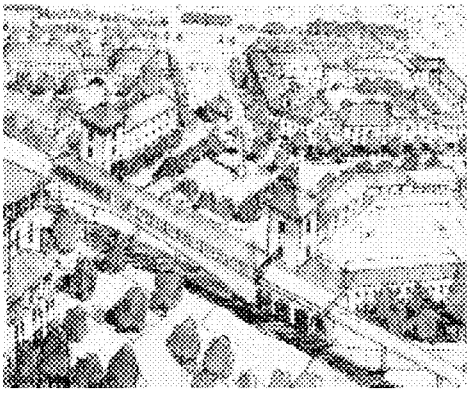

CEQA requires public agencies to ensure that potentially significant adverse environmental effects of discretionary projects are fully characterized, and avoided or mitigated where there are feasible alternatives to do so. Lead agencies have struggled with how best to identify and characterize the magnitude of the adverse effects that individual projects have on the global-scale phenomenon of climate change, even more so since Governor Schwarzenegger signed Executive Order S-3-05 and the state Legislature enacted The Global Warming Solutions Act of 2006 (AB 32). There is now a resounding call to establish procedures to analyze and mitigate greenhouse gas (GHG) emissions. The lack of established thresholds does not relieve lead agencies of their responsibility to analyze and mitigate significant impacts, so many of these agencies are seeking guidance from state and local air quality agencies. This white paper addresses issues inherent in establishing CEQA thresholds, evaluates tools, catalogues mitigation measures and provides air districts and lead agencies with options for incorporating climate change into their programs.

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Background

National and International Efforts

International and Federal legislation have been enacted to deal with climate change issues. The Montreal Protocol was originally signed in 1987 and substantially amended in 1990 and 1992. In 1988, the United Nations and the World Meteorological Organization established the IPCC to assess the scientific, technical and socioeconomic information relevant to understanding the scientific basis of risk of human-induced climate change, its potential impacts, and options for adaptation and mitigation. The most recent reports of the IPCC have emphasized the scientific consensus around the evidence that real and measurable changes to the climate are occurring, that they are caused by human activity, and that significant adverse impacts on the environment, the economy, and human health and welfare are unavoidable.

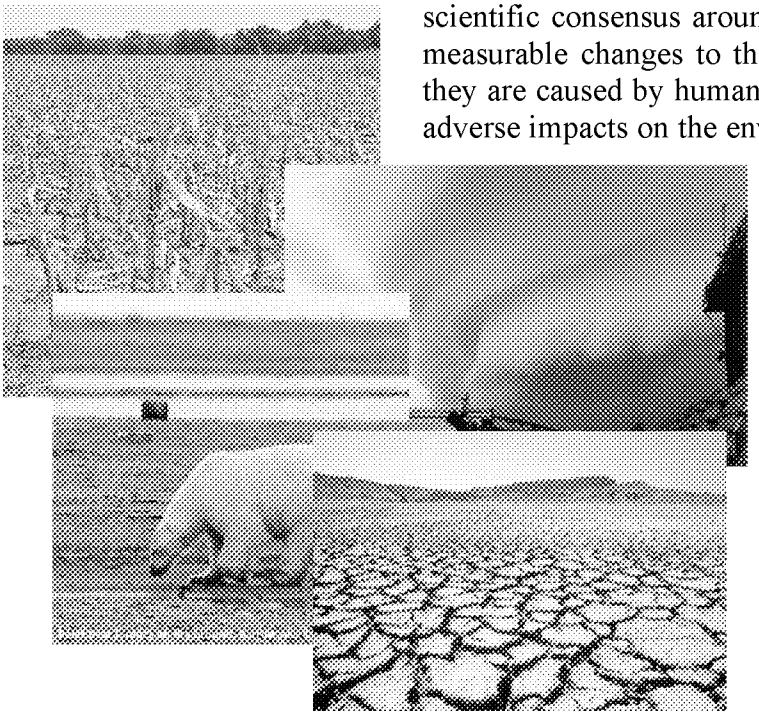

In October 1993, President Clinton announced his Climate Change Action Plan, which had a goal to return greenhouse gas emissions to 1990 levels by the year 2000. This was to be accomplished through 50 initiatives that relied on innovative voluntary partnerships between the private sector and government aimed at producing cost-effective reductions in greenhouse gas emissions. On March 21, 1994, the United States joined a number of countries around the world in signing the United Nations Framework Convention on Climate Change (UNFCCC). Under the Convention, governments agreed to gather and share information on greenhouse gas emissions, national policies, and best practices; launch national strategies for addressing greenhouse gas emissions and adapting to expected impacts, including the provision of financial and technological support to developing countries; and cooperate in preparing for adaptation to the impacts of climate change.

These efforts have been largely policy oriented. In addition to the national and international efforts described above, many local jurisdictions have adopted climate change policies and programs. However, thus far little has been done to assess the significance of the affects new development projects may have on climate change.

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Executive Order S-3-05

On June 1, 2005, Governor Schwarzenegger issued Executive Order S-3-05 (S-3-05). It included the following GHG emission reduction targets: by 2010, reduce GHG emissions to 2000 levels; by 2020, reduce GHG emissions to 1990 levels; by 2050, reduce GHG emissions to 80 percent below 1990 levels. To meet the targets, the Governor directed the Secretary of the California Environmental Protection Agency to coordinate with the Secretary of the Business, Transportation and Housing Agency, Secretary of the Department of Food and Agriculture, Secretary of the Resources Agency, Chairperson of the CARB, Chairperson of the Energy Commission and President of the Public Utilities Commission on development of a Climate Action Plan.

The Secretary of CalEPA leads a Climate Action Team (CAT) made up of representatives from the agencies listed above to implement global warming emission reduction programs identified in the Climate Action Plan and report on the progress made toward meeting the statewide greenhouse gas targets that were established in the Executive Order.

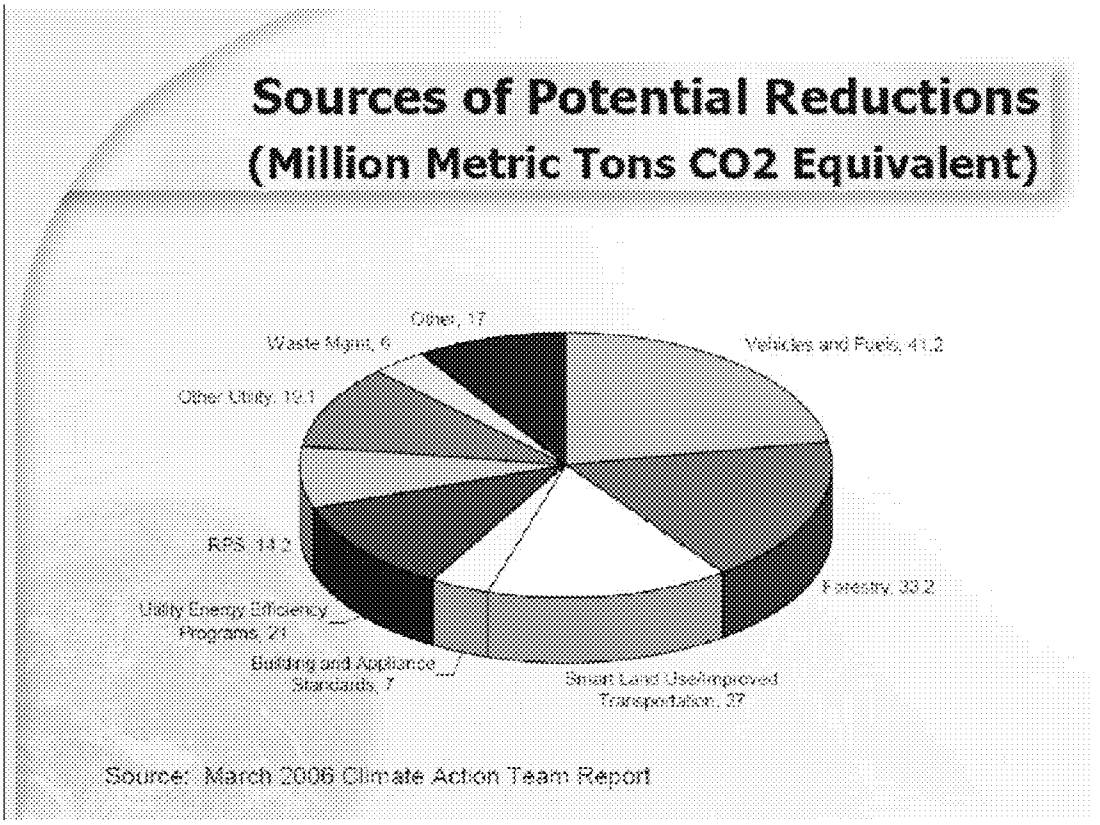

SOURCE: ARB 2007

In accord with the requirements of the Executive Order, the first report to the Governor and the Legislature was released in March 2006 and will be issued bi-annually thereafter. The CAT Report to the Governor contains recommendations and strategies to help ensure the targets in Executive Order S-3-05 are met.

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California Global Warming Solutions Act of 2006 (AB 32)

In 2006, the California State Legislature adopted the California Global Warming Solutions Act of 2006. AB 32 establishes a cap on statewide greenhouse gas emissions and sets forth the regulatory framework to achieve the corresponding reduction in statewide emissions levels. AB 32 charges the California Air Resources Board (CARB), the state agency charged with regulating statewide air quality, with implementation of the act. Under AB 32, greenhouse gases are defined as: carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride.

The regulatory steps laid out in AB 32 require CARB to: adopt early action measures to reduce GHGs; to establish a statewide greenhouse gas emissions cap for 2020 based on 1990 emissions; to adopt mandatory reporting rules for significant source of greenhouse gases; and to adopt a scoping plan indicating how emission reductions will be achieved via regulations, market mechanisms and other actions; and to adopt the regulations needed to achieve the maximum technologically feasible and cost-effective reductions in greenhouse gases.

AB 32 requires that by January 1, 2008, the State Board shall determine what the statewide greenhouse gas emissions inventory was in 1990, and approve a statewide greenhouse gas emissions limit that is equivalent to that level, to be achieved by 2020. While the level of 1990 GHG emissions has not yet been approved, CARB's most recent emission inventory indicates that California had annual emissions of 436 million metric tons of carbon dioxide equivalent (MMT CO_2e) in 1990 and 497 MMT CO_2e in 2004.

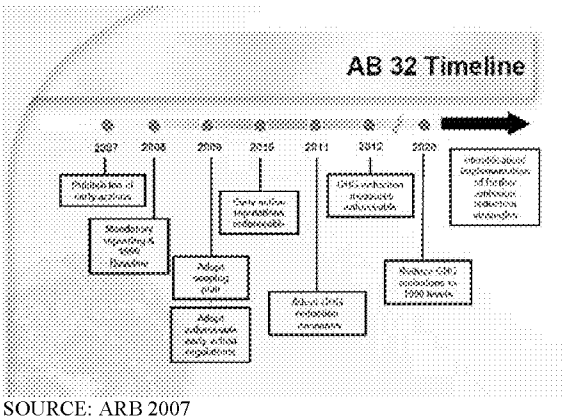

SOURCE: ARB 2007

The regulatory timeline laid out in AB 32 requires that by July 1, 2007, CARB adopt a list of discrete early action measures, or regulations, to be adopted and implemented by January 1, 2010. These actions will form part of the State's comprehensive plan for achieving greenhouse gas emission reductions. In June 2007, CARB adopted three discrete early action measures. These three new proposed regulations meet the definition of "discrete early action greenhouse gas reduction measures," which include the following: a low carbon fuel standard; reduction of HFC-134a emissions from non-professional servicing of motor vehicle air conditioning systems; and improved landfill methane capture. CARB estimates that by 2020, the reductions from those three discrete early action measures would be approximately 13-26 MMT CO_2e.

CARB evaluated over 100 possible measures identified by the CAT for inclusion in the list of discrete early action measures. On October 25, 2007 CARB gave final approval to the list of Early Action Measures, which includes nine discrete measures and 35

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additional measures, all of which are to be enforceable by January 1, 2010. AB 32 requires that by January 1, 2009, CARB adopt a scoping plan indicating how emission reductions will be achieved via regulations, market mechanisms and other actions.

Senate Bill 97

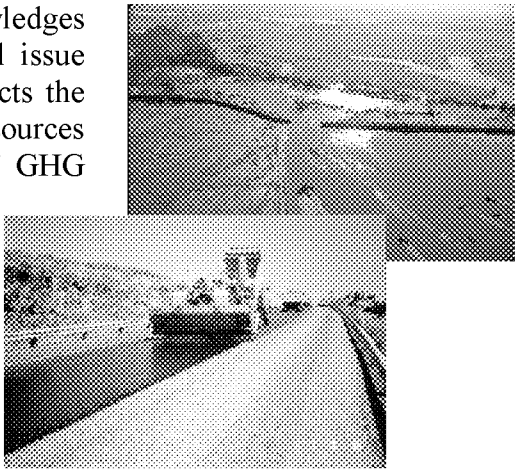

Senate Bill (SB) 97, signed in August 2007, acknowledges that climate change is an important environmental issue that requires analysis under CEQA. This bill directs the OPR to prepare, develop, and transmit to the Resources Agency guidelines for the feasible mitigation of GHG emissions or the effects of GHG emissions, by July 1, 2009. The Resources Agency is required to certify or adopt those guidelines by January 1, 2010. This bill also protects projects funded by the Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act of 2006, or the Disaster Preparedness and Flood Protection Bond Act of 2006 (Proposition 1B or 1E) from claims of inadequate analysis of GHG as a legitimate cause of action. This latter provision will be repealed on January 1, 2010. Thus, this "protection" is highly limited to a handful of projects and for a short time period.

The Role of Air Districts in the CEQA Process

Air districts assume one of three roles in the CEQA process. They may be lead agencies when they are adopting regulations and air quality plans. In some instances, they can also be a lead agency when approving permits to construct or operate for applicants subject to district rules. However, in many cases where an air district permit is involved, another agency has broader permitting authority over the project and assumes the role of lead agency. In these situations, the air district becomes what is referred to as a responsible agency under CEQA. When CEQA documents are prepared for projects that do not involve discretionary approval of a district regulation, plan or permit, the air district may assume the role of a concerned or commenting agency. In this role, it is typical for air districts to comment on CEQA documents where there may be air quality-related adverse impacts, such as projects that may create significant contributions to existing violations of ambient standards, cause a violation of an ambient standard or create an exposure to toxic air contaminants or odors. In some cases, the air district may also act in an "advisory" capacity to a lead agency early on in its review of an application for a proposed development project.

A few air districts in California began developing significance thresholds for use in CEQA analyses in the late 1980's and early 1990's. By the mid-1990's most air districts had developed CEQA thresholds for air quality analyses. Many of the districts have included in their guidance the analysis of rule development and permits that may be subject to CEQA.

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What is Not Addressed in this Paper

Impacts of Climate Change to a Project

The focus of this paper is addressing adverse impacts to climate change and the ability to meet statewide GHG reduction goals caused by proposed new land development projects. CEQA also requires an assessment of significant adverse impacts a project might cause by bringing development and people into an area affected by climate change (CEQA Guidelines §15126.2). For example, an area that experiences higher average temperatures due to climate change may expose new development to more frequent exceedances and higher levels of ozone concentrations. Alternatively, a rise in sea level brought on by climate change may inundate new development locating in a low-lying area. The methodologies, mitigation and threshold approaches discussed in this paper do not specifically address the potential adverse impacts resulting from climate change that may affect a project.

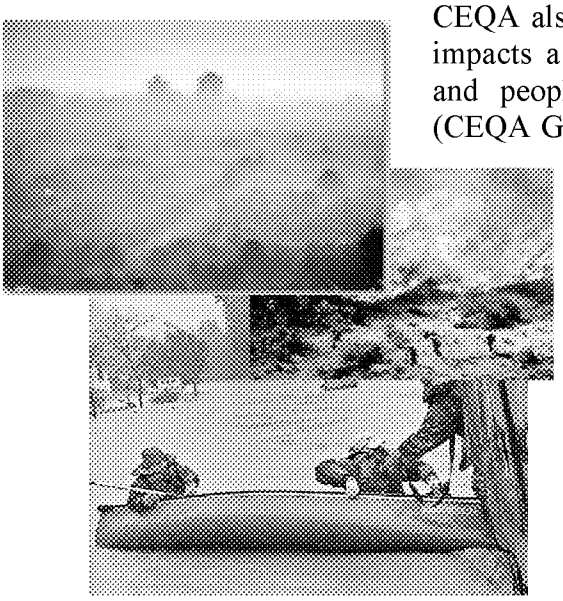

Impacts from Construction Activity

Although construction activity has been addressed in the analytical methodologies and mitigation chapters, this paper does not discuss whether any of the threshold approaches adequately addresses impacts from construction activity. More study is needed to make this assessment or to develop separate thresholds for construction activity. The focus of this paper is the long-term adverse operational impacts of land use development.

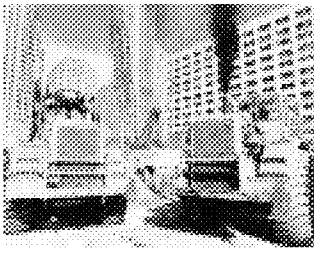

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Introduction

Any analysis of environmental impacts under CEQA includes an assessment of the nature and extent of each impact expected to result from the project to determine whether the impact will be treated as significant or less than significant. CEQA gives lead agencies discretion whether to classify a particular environmental impact as significant. "The determination of whether a project may have a significant effect on the environment calls for careful judgment on the part of the public agency involved," ref: CEQA Guidelines §15064(b) ("Guidelines"). Ultimately, formulation of a standard of significance requires the lead agency to make a policy judgment about where the line should be drawn distinguishing adverse impacts it considers significant from those that are not deemed significant. This judgment must, however, be based on scientific information and other factual data to the extent possible (Guidelines §15064(b)).

CEQA does not require that agencies establish thresholds of significance. Guidelines §15064.7(a) encourages each public agency "…to develop and publish thresholds of significance that the agency uses in the determination of the significance of environmental effects. A threshold of significance is an identifiable quantitative, qualitative or performance level of a particular environmental effect, non-compliance with which means the effect will normally be determined to be significant by the agency and compliance with which normally means the effect will be determined to be less than significant."

Once such thresholds are established, an impact that complies with the applicable threshold will "normally" be found insignificant and an impact that does not comply with the applicable threshold will "normally" be found significant.

Additionally, Guidelines §15064.7(b) requires that if thresholds of significance are adopted for general use as part of the lead agency's environmental review process they must be adopted by ordinance, resolution, rule or regulation, and developed through a public review process and be supported by substantial evidence.

While many public agencies adopt regulatory standards as thresholds, the standards do not substitute for a public agency's use of careful judgment in determining significance. They also do not replace the legal standard for significance (i.e., if there is a fair argument, based on substantial evidence in light of the whole record that the project may have a significant effect, the effect should be considered significant) (Guidelines §15064(f)(1). Also see *Communities for a Better Environment v. California Resource Agency* 103 Cal. App. 4th 98 (2002)). In other words, the adoption of a regulatory standard does not create an irrebuttable presumption that impacts below the regulatory standard are less than significant.

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Summary of CEQA Thresholds at Air Districts

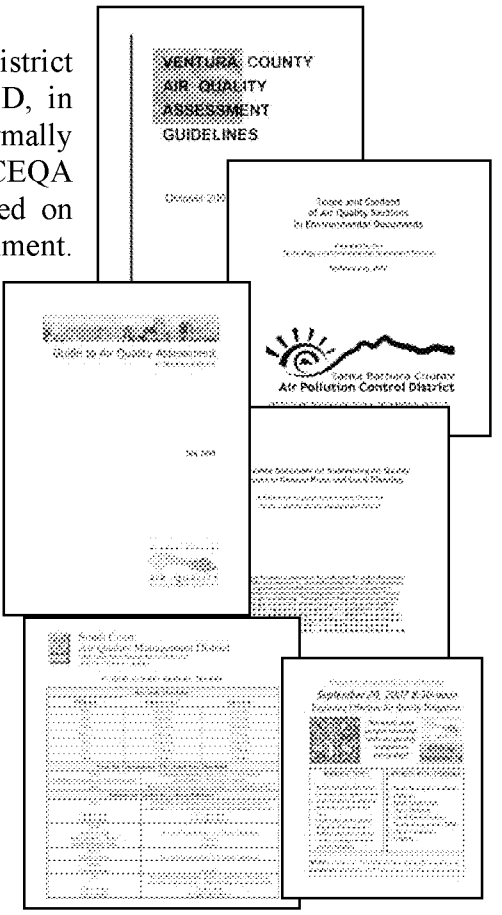

This section briefly summarizes the evolution of air district CEQA significance thresholds. Ventura County APCD, in 1980, was the first air district in California that formally adopted CEQA significance thresholds. Their first CEQA assessment document contained impact thresholds based on project type: residential, nonresidential, and government. Then, as now, the District's primary CEQA thresholds applied only to ROG and NO_x. The 1980 Guidelines did not address other air pollutants.

Santa Barbara County APCD and the Bay Area AQMD adopted thresholds in 1985. The South Coast AQMD recommended regional air quality thresholds in 1987 for CO, SO_2, NO_2, particulates, ROG, and lead. Most of the other California air districts adopted CEQA guidance and thresholds during the 1990's. Air districts have updated their thresholds and guidelines several times since they were first published.

Originally, most districts that established CEQA thresholds focused on criteria pollutants for which the district was nonattainment and the thresholds only addressed project level impacts. Updates during the 1990's began to add additional air quality impacts such as odors, toxic air contaminants and construction. Several air districts also developed thresholds for General Plans that relied on an assessment of the plan consistency with the district's air quality plans. A consistency analysis involves comparing the project's land use to that of the general plan and the population and employment increase to the forecasts underlying the assumptions used to develop the air quality plan.

Most air district thresholds for CEQA are based on the threshold for review under the New Source Review (NSR). The NSR threshold level is set by district rule and is different depending on the nonattainment classification of the air district. Areas with a less severe classification have a higher NSR trigger level while the most polluted areas have the lowest NSR trigger level. Some districts, such as Ventura County APCD, have significantly lower CEQA thresholds that are not tied to the NSR requirements. In Ventura, one set of CEQA thresholds is 25 pounds per day for all regions of Ventura County, except the Ojai Valley. The second set of CEQA thresholds was set at 5 pounds per day for the Ojai Valley.

The Sacramento Metropolitan AQMD bases its thresholds for ozone precursors on the projected land use share of emission reductions needed for attainment. The emission reductions needed to reach attainment are based on commitments made in the state implementation plan (SIP) prepared for the federal clean air act.

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CEQA Considerations in Setting Thresholds

Public agencies use significance thresholds to disclose to their constituents how they plan on evaluating and characterizing the severity of various environmental impacts that could be associated with discretionary projects that they review. Significance thresholds are also used to help identify the level of mitigation needed to reduce a potentially significant impact to a less than significant level and to determine what type of an environmental document should be prepared for a project; primarily a negative declaration, mitigated negative declaration or an environmental impact report.

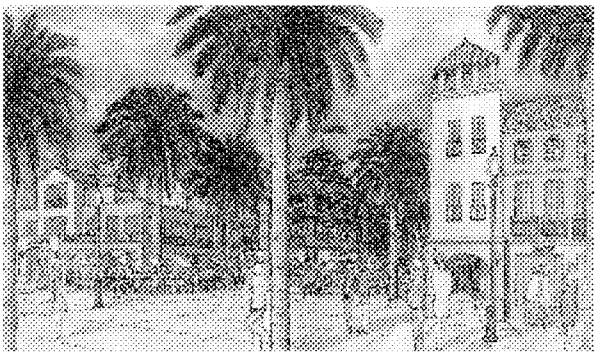

While public agencies are not required to develop significance thresholds, if they decide to develop them, they are required to adopt them by ordinance, resolution, rule or regulation through a public process. A lead agency is not restrained from adopting any significance threshold it sees as appropriate, as long as it is based on substantial evidence. CEQA Guidelines §15064.7 encourages public agencies to develop and publish significance thresholds that are identifiable, quantitative, qualitative or performance level that the agency uses in the determination of the significance of environmental effects. The courts have ruled that a "threshold of significance" for a given environmental effect is simply that level at which the lead agency finds the effects of the project to be significant.

Before an agency determines its course with regard to climate change and CEQA, it must be made clear that a threshold, or the absence of one, will not relieve a lead agency from having to prepare an EIR or legal challenges to the adequacy of an analysis leading to a conclusion, or lack of a conclusion, of significance under CEQA. CEQA has generally favored the preparation of an EIR where there is any substantial evidence to support a fair argument that a significant adverse environmental impact may occur due to a proposed project. This paper explores three alternative approaches to thresholds, including a no threshold option, a zero threshold option and a non-zero threshold option.

Fair Argument Considerations

Under the CEQA fair argument standard, an EIR must be prepared whenever it can be fairly argued, based on substantial evidence in the administrative record, that a project may have a significant adverse effect on the environment. "Substantial evidence" comprises "enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached." (Guidelines §15384) This means that if factual information is presented to the public agency that there is a reasonable possibility the project could have

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a significant effect on the environment, an EIR is required even if the public agency has information to the contrary (Guidelines §15064 (f)).

The courts have held that the fair argument standard "establishes a low threshold for initial preparation of an EIR, which reflects a preference for resolving doubts in favor of environmental review." (*Santa Teresa Citizen Action Group v. City of San Jose* [2003] 114 Cal.App.4th 689) Although the determination of whether a fair argument exists is made by the public agency, that determination is subject to judicial scrutiny when challenged in litigation. When the question is whether an EIR should have been prepared, the court will review the administrative record for factual evidence supporting a fair argument.

The fair argument standard essentially empowers project opponents to force preparation of an EIR by introducing factual evidence into the record that asserts that the project may have a significant effect on the environment. This evidence does not need to be conclusive regarding the potential significant effect.

In 1998, the Resources Agency amended the State CEQA Guidelines to encourage the use of thresholds of significance. Guidelines §15064 (h) provided that when a project's impacts did not exceed adopted standards, the impacts were to be considered less than significant. The section went on to describe the types of adopted standards that were to be considered thresholds. Guidelines § 15064.7 provided that agencies may adopt thresholds of significance to guide their determinations of significance. Both of these sections were challenged when environmental groups sued the Resources Agency in 2000 over the amendments. The trial court concluded that §15064.7 was proper, if it was applied in the context of the fair argument standard.

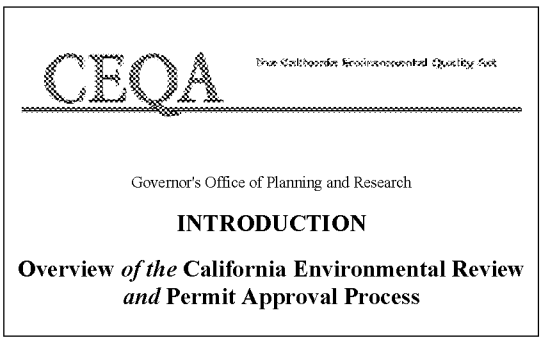

At the appellate court level, §15064(h) was invalidated. [2] Establishing a presumption that meeting an adopted standard would avoid significant impacts was "inconsistent with controlling CEQA law governing the fair argument approach." The Court of Appeal explained that requiring agencies to comply with a regulatory standard "relieves the agency of a duty it would have under the fair argument approach to look at evidence beyond the regulatory standard, or in contravention of the standard, in deciding whether an EIR must be prepared. Under the fair argument approach, any substantial evidence supporting a fair argument that a project may have a significant environmental effect would trigger the preparation of an EIR." (*Communities for a Better Environment v. California Resources Agency* [2002] 103 Cal.App.4th 98)

[2] Prior §15064(h) has been removed from the State CEQA Guidelines. Current §15064(h) discusses cumulative impacts.

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In summary, CEQA law does not require a lead agency to establish significance thresholds for GHG. CEQA guidelines encourage the development of thresholds, but the absence of an adopted threshold does not relieve the agency from the obligation to determine significance.

Defensibility of CEQA Analyses

The basic purposes of CEQA, as set out in the State CEQA Guidelines, include: (1) informing decision makers and the public about the significant environmental effects of proposed projects; (2) identifying ways to reduce or avoid those impacts; (3) requiring the implementation of feasible mitigation measures or alternatives that would reduce or avoid those impacts; and (4) requiring public agencies to disclose their reasons for approving any project that would have significant and unavoidable impacts (Guidelines §15002). CEQA is enforced through civil litigation over procedure (i.e., did the public agency follow the correct CEQA procedures?) and adequacy (i.e., has the potential for impacts been disclosed, analyzed, and mitigated to the extent feasible?).

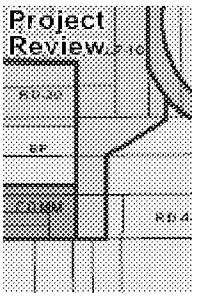

The California Supreme Court has held that CEQA is "to be interpreted in such manner as to afford the fullest possible protection to the environment within the reasonable scope of the statutory language." (*Friends of Mammoth v. Board of Supervisors* [1972] 8 Cal.3d 247, 259) Within that context, the role of the courts is to weigh the facts in each case and apply their judgment. Although the court may rule on the adequacy of the CEQA work, the court is not empowered to act in the place of the public agency to approve or deny the project for which the CEQA document was prepared. Further, the court's review is limited to the evidence contained in the administrative record that was before the public agency when it acted on the project.

Putting aside the issue of CEQA procedure, the defensibility of a CEQA analysis rests on the following concerns:

- whether the public agency has sufficiently analyzed the environmental consequences to enable decision makers to make an intelligent decision;
- whether the conclusions of the public agency are supported by substantial evidence in the administrative record; and
- whether the agency has made a good faith effort at the full disclosure of significant effects.

CEQA analyses need not be perfect or exhaustive -- the depth and breadth of the analysis is limited to what is "reasonably feasible." (Guidelines §15151) At the same time, the analysis "must include detail sufficient to enable those who did not participate in its preparation to understand and to consider meaningfully the issues raised by the proposed

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project." (Laurel Heights Improvement Assn. v. Regents of University of California (1988) 47 Cal.3d 376)

By itself, establishment of a GHG threshold will not insulate individual CEQA analyses from challenge. Defensibility depends upon the adequacy of the analysis prepared by the lead agency and the process followed. However, the threshold can help to define the boundaries of what is a reasonable analysis by establishing when an analysis will be required and the basic scope of that analysis. The threshold would attempt to define the point at which an analysis will be required and when a level of impact becomes significant, requiring preparation of an EIR. If the threshold includes recommendations for the method or methods of analysis, it can establish the minimum level of analysis to address this issue.

Considerations in Setting Thresholds for Stationary Source Projects

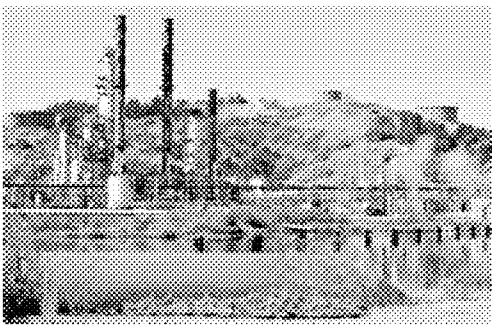

In many respects, the analysis of GHG emissions from stationary sources is much more straightforward than the analysis of land use patterns, forecasted energy consumption, and emissions from mobile sources. The reason is that, for the most part, the latter analyses depend largely on predictive models with myriad inputs and have a wider range of error. Emissions from stationary sources involve a greater reliance on mass and energy balance calculations and direct measurements of emissions from the same or similar sources. Energy demand is more directly tied to production, and even associated mobile source emissions will likely fall within narrower predictive windows.

Implementing CEQA Without a Threshold

A lead agency is not required to establish significance thresholds for GHG emissions from stationary sources. The lead agency may find that it needs more information or experience evaluating GHG from these types of projects to determine an appropriate significance threshold. As with other project types, the lead agency could conduct a project specific analysis to determine whether an environmental impact report is needed and to determine the level of mitigation that is appropriate. The agency might also rely on thresholds established for criteria pollutants as a screening method, and analyze GHG emissions (and require mitigation) from projects with emissions above the criteria pollutant thresholds. Over time, the agency could amass information and experience with specific project categories that would support establishing explicit thresholds. The lead agency may also choose to base local CEQA thresholds on state guidelines or on the category-specific reduction targets established by ARB in its scoping plan for implementing AB32. Resource constraints and other considerations associated with implementing CEQA without GHG thresholds for stationary sources would be similar to those outlined for other types of projects (see Chapter 5 – No Threshold Option).

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Implementing CEQA with Threshold of Zero

A lead agency may find that any increase in GHG emissions is potentially significant under CEQA. The resources and other considerations for implementing a threshold of zero for stationary sources are the same as those outlined for other types of projects (see Chapter 6 – Zero Threshold Option).

Implementing CEQA with a Non-Zero Threshold

A lead agency may identify one or more non-zero thresholds for significance of emissions of GHG from stationary sources. The agency could elect to rely on existing thresholds for reviewing new or modified stationary sources of GHG, if the state or local air district has established any. The agency could also apply the threshold(s) established for non-stationary sources to GHG emissions from stationary sources. Significance thresholds could also be established by ordinance, rule, or policy for a given category of stationary sources; this approach is especially conducive to a tiered threshold approach. For example, the agency could establish significance and mitigation tiers for stationary compression-ignition diesel-fueled generators. Under such an approach, the project proponent could be first required to use a lower GHG-emitting power source if feasible, and if not, to apply mitigation based on the size of the generator and other defined considerations, such as hours of operation. Certain classes of generators could be found to be insignificant under CEQA (e.g., those used for emergency stand-by power only, with a limit on the annual hours of use). As with non-stationary projects, the goal of establishing non-zero thresholds is to maximize environmental protection, while minimizing resources used. Resource and other considerations outlined for non-stationary projects are applicable here (see Chapter 7 – Non-Zero Threshold Options).

Implementing CEQA with Different Thresholds for Stationary and Non-stationary Projects

Although a lead agency may apply the same thresholds to stationary and non-stationary projects, it is not required to do so. There are, in fact, some important distinctions between the two types of projects that could support applying different thresholds. The lead agency should consider the methods used to estimate emissions. Are the estimates a "best/worst reasonable scenario" or are they based on theoretical maximum operation? How accurate are the estimates (are they based on models, simulations, emission factors, source test data, manufacturer specifications, etc.)? To what extent could emissions be reduced through regulations after the project is constructed if they were found to be greater than originally expected (i.e., is it possible to retrofit emissions control technology onto the source(s) of GHG at a later date, how long is the expected project life, etc.)? Are there emission limits or emissions control regulations (such as New Source Review) that provide certainty that emissions will be mitigated? Generally, stationary source emissions are based on maximum emissions (theoretical or allowed under law or regulation), are more accurate, and are more amenable to retrofit at a later time than non-stationary source emissions. It is also more likely that category specific

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rules or some form of NSR will apply to stationary sources than non-stationary projects. Notwithstanding, it is almost always more effective and cost-efficient to apply emission reduction technology at the design phase of a project. There are, therefore, a number of considerations that need to be evaluated and weighed before establishing thresholds – and which may support different thresholds for stationary and non-stationary projects. Furthermore, the considerations may change over time as new regulations are established and as emissions estimation techniques and control technology evolves.

Direct GHG Emissions from Stationary Sources

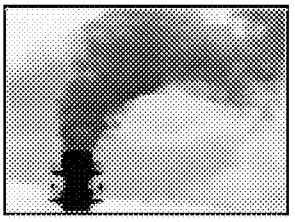

The main focus of this paper has been the consideration of projects that do not, in the main, involve stationary sources of air pollution, because stationary source projects are generally a smaller percentage of the projects seen by most local land use agencies. That said, some discussion of stationary sources is warranted. As the broader program for regulating GHG from these sources is developed, the strategies for addressing them under CEQA will likely become more refined.

The primary focus of analysis of stationary source emissions has traditionally been those pollutants that are directly emitted by the source, whether through a stack or as fugitive releases (such as leaks). CAPCOA conducted a simplified analysis of permitting activity to estimate the number of stationary source projects with potentially significant emissions of greenhouse gases that might be seen over the course of a year. This analysis looked only at stationary combustion sources (such as boilers and generators), and only considered direct emissions. A lead agency under CEQA may see a different profile of projects than the data provided here suggest, depending on what other resources are affected by projects. In addition, air districts review like-kind replacements of equipment to ensure the new equipment meets current standards, but such actions might not constitute a project for many land use agencies or other media regulators. The data does provide a useful benchmark, however, for lead agencies to assess the order of magnitude of potential stationary source projects. A similar analysis is included for non-stationary projects in Chapter 7.

Table 1: Analysis of GHG Emissions from Stationary Combustion Equipment Permits[3]

	BAAQMD	SMAQMD	SJVUAPCD	SCAQMD
Total Applications for Year	1499	778	1535	1179
Affected at threshold of:				
900 metric tons/year	26	43	63	108
10,000 metric tons/year	7	5	26	8
25,000 metric tons/year	3	1	11	4

[3] District data varies based on specific local regulations and methodologies.

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Emissions from Energy Use

In addition to the direct emissions of GHG from stationary projects, CEQA will likely need to consider the project's projected energy use. This could include an analysis of opportunities for energy efficiency, onsite clean power generation (e.g., heat/energy recovery, co-generation, geothermal, solar, or wind), and the use of dedicated power contracts as compared to the portfolio of generally available power. In some industries, water use and conservation may provide substantial GHG emissions reductions, so the CEQA analysis should consider alternatives that reduce water consumption and wastewater discharge. The stationary project may also have the opportunity to use raw or feedstock materials that have a smaller GHG footprint; material substitution should be evaluated where information is available to do so.

Emissions from Associated Mobile Sources

The stationary project will also include emissions from associated mobile sources. These will include three basic components: emissions from employee trips, emissions from delivery of raw or feedstock materials, and emissions from product transport. Employee trips can be evaluated using trip estimation as is done for non-stationary projects, and mitigations would include such measures as providing access to and incentives for use of public transportation, accessibility for bicycle and pedestrian modes of transport, employer supported car or vanpools (including policies such as guaranteed rides home, etc). Upstream and downstream emissions related to goods movement can also be estimated with available models. The evaluation will need to determine the extent of the transport chain that should be included (to ensure that all emissions in the chain have been evaluated and mitigated, but to avoid double counting). Mitigations could include direct actions by operators who own their own fleet, or could be implemented through contractual arrangements with independent carriers; again, the evaluation will need to consider how far up and down the chain mitigation is feasible and can be reasonably required.

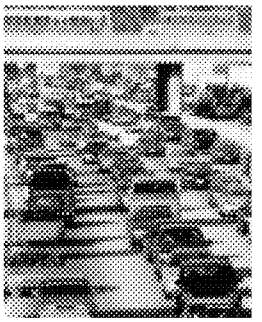

Comparing Emissions Changes Across Pollutant Categories

The potential exists for certain GHG reduction measures to increase emissions of criteria and toxic pollutants known to cause or aggravate respiratory, cardiovascular, and other health problems. For instance, GHG reduction efforts such as alternative fuels and methane digesters may create significant levels of increased pollutants that are detrimental to the health of the nearby population (e.g.; particulate matter, ozone precursors, toxic air contaminants). Such considerations should be included in any CEQA analysis of a project's environmental impacts. While there are many win-win

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strategies that can reduce both GHG and criteria/toxic pollutant emissions, when faced with situations that involve tradeoffs between the two, the more immediate public health concerns that may arise from an increase in criteria or toxic pollutant emissions should take precedence. GHG emission reductions could be achieved offsite through other mitigation programs.

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Introduction

Under state law, it is the purview of each lead agency to determine what, if any, significance thresholds will be established to guide its review of projects under CEQA. While the state does provide guidelines for implementing CEQA, the guidelines have left the decision of whether to establish thresholds (and if so, at what level) to individual lead agencies. Frequently, lead agencies consult with resource-specific agencies (such as air districts) for assistance in determining what constitutes a significant impact on that specific resource.

With the passage of AB 32, the ARB has broad authority to regulate GHG emissions as necessary to meet the emission reduction goals of the statute. This may include authority to establish emission reduction requirements for new land use projects, and may also enable them to recommend statewide thresholds for GHG under CEQA.

In developing this white paper, CAPCOA recognizes that, as the GHG reduction program evolves over time, GHG thresholds and other policies and procedures for CEQA may undergo significant revision, and that uniform statewide thresholds and procedures may be established. This paper is intended to serve as a resource for public agencies until such time that statewide guidance is established, recognizing that decisions will need to be made about GHG emissions from projects before such guidance is available. This paper is not, however, uniform statewide guidance. As stated before, it outlines several possible approaches without endorsing any one over the others.

Some air districts may choose to use this paper to support their establishment of guidance for GHG under CEQA, including thresholds. This paper does not, nor should it be construed to require a district to implement any of the approaches evaluated here. Decisions about whether to provide formal local guidance on CEQA for projects with GHG emissions, including the question of thresholds, will be made by individual district boards.

Each of the 35 air districts operates independently and has its own set of regulations and programs to address the emissions from stationary, area and mobile sources, consistent with state and federal laws, regulations, and guidelines. The independence of the districts allows specific air quality problems to be addressed on a local level. In addition, districts have also established local CEQA thresholds of significance for criteria pollutants – also to address the specific air quality problems relative to that particular district.

The overall goal of air district thresholds is to achieve and maintain health based air quality standards within their respective air basins and to reduce transport of emissions to other air basins. In establishing recommended thresholds, air districts consider the existing emission inventory of criteria pollutants and the amount of emission reductions needed to attain and maintain ambient air quality standards.

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However, unlike criteria pollutants where individual districts are characterized by varying levels of pollutant concentrations and source types, greenhouse gases (GHG) and their attendant climate change ramifications are a global problem and, therefore, may suggest a uniform approach to solutions that ensure both progress and equity.

Under SB97, the Office of Planning and Research is directed to prepare, develop, and transmit to the Resources Agency guidelines for the feasible mitigation of GHG emissions or the effects of GHG emissions through CEQA by July 1, 2009. Those guidelines may recommend thresholds. As stated, this paper is intended to provide a common platform of information and tools to support local decision makers until such time that statewide guidance or requirements are promulgated.

Local Ability to Promulgate District-Specific GHG Thresholds

One of the primary reasons behind the creation of air districts in California is the recognition that some regions within the state face more critical air pollution problems than others and, as has often been pointed out – one size does not fit all. For example, a "Serious" federal nonattainment district would need greater emission reductions than a district already in attainment – and, therefore, the more "serious" district would set its criteria pollutant CEQA thresholds of significance much lower than the air district already in attainment.

The action of GHGs is global in nature, rather than local or regional (or even statewide or national). Ultimately there may be a program that is global, or at least national in scope. That said, actions taken by a state, region, or local government can contribute to the solution of the global problem. Local governments are not barred from developing and implementing programs to address GHGs. In the context of California and CEQA, lead agencies have the primary responsibility and authority to determine the significance of a project's impacts.

Further, air districts have primary authority under state law for "control of air pollution from all sources, other than emissions from motor vehicles." (H&SC §40000) The term air contaminant or "air pollutant" is defined extremely broadly, to mean "any discharge, release, or other propagation into the atmosphere" and includes, but is not limited to, soot, carbon, fumes, gases, particulate matter, etc. Greenhouse gases and other global warming pollutants such as black carbon would certainly be included in this definition, just as the U.S. Supreme Court held in Massachusetts v. EPA that greenhouse gases were air pollutants under the federal Clean Air Act. Therefore, air districts have the primary authority to regulate global warming pollutants from nonvehicular sources. AB 32 does not change this result. Although it gives wide responsibility to CARB to regulate greenhouse gases from all sources, including nonvehicular sources, it does not preempt the districts. AB 32 specifically states That "nothing in this division shall limit or expand the existing authority of any district..."(H&SC § 38594). Thus, districts and CARB retain concurrent authority over nonvehicular source greenhouse gas emissions.

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Introduction

The CEQA statutes do not require an air district or any lead agency to establish significance thresholds under CEQA for any pollutant. While there are considerations that support the establishment of thresholds (which are discussed in other sections of this document), there is no obligation to do so.

An air district or other lead agency may elect not to establish significance thresholds for a number of reasons. The agency may believe that the global nature of the climate change problem necessitates a statewide or national framework for consideration of environmental impacts. SB 97 directs OPR to develop "guidelines for the mitigation of greenhouse gas emissions or the effects of greenhouse gas emissions by July 1, 2009," and directs the California Resources Agency to certify and adopt the guidelines by June 30, 2010.

An agency may also believe there is insufficient information to support selecting one specific threshold over another. As described earlier, air districts have historically set CEQA thresholds for air pollutants in the context of the local clean air plan, or (in the case of toxic air pollutants) within the framework of a rule or policy that manages risks and exposures due to toxic pollutants. There is no current framework that would similarly manage impacts of greenhouse gas pollutants, although the CARB is directed to establish one by June 30, 2009, pursuant to AB 32. A local agency may decide to defer any consideration of thresholds until this framework is in place.

Finally, an agency may believe that the significance of a given project should be assessed on a case-by-case basis in the context of the project at the time it comes forward.

Implementing CEQA Without Significance Thresholds for GHG

The absence of a threshold does not in any way relieve agencies of their obligations to address GHG emissions from projects under CEQA. The implications of not having a threshold are different depending on the role the agency has under CEQA – whether it is acting in an advisory capacity, as a responsible agency, or as a lead agency.

Implications of No Thresholds for an Agency Acting in an Advisory Capacity

Air districts typically act in an advisory capacity to local governments in establishing the framework for environmental review of air pollution impacts under CEQA. This may include recommendations regarding significance thresholds, analytical tools to assess emissions and impacts, and mitigations for potentially significant impacts. Although districts will also address some of these issues on a project-specific basis as responsible agencies, they may provide general guidance to local governments on these issues that

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are program wide, and these are advisory (unless they have been established by regulation).

An air district that has not established significance thresholds for GHG will not provide guidance to local governments on this issue. This does not prevent the local government from establishing thresholds under its own authority. One possible result of this would be the establishment of different thresholds by cities and counties within the air district. Alternatively, the air district could advise local governments not to set thresholds and those jurisdictions may follow the air district's guidance.

It is important to note here (as has been clearly stated by the Attorney General in comments and filings) that lack of a threshold does *not* mean lack of significance. An agency may argue lack of significance for any project, but that argument would have to be carried forth on a case-by-case, project specific basis. By extension then, a decision not to establish thresholds for GHG is likely to result in a greater workload for responsible and lead agencies as they consider individual projects under CEQA.

Implications of No Thresholds for a Responsible Agency

If there are no established thresholds of significance, the significance of each project will have to be determined during the course of review. The responsible agency (e.g., the air district) will review each project referred by the lead agency. The review may be qualitative or quantitative in nature. A qualitative review would discuss the nature of GHG emissions expected and their potential effect on climate change as the district understands it. It could also include a discussion of the relative merits of alternative scenarios. A quantitative analysis would evaluate, to the extent possible, the expected GHG emissions; it would also need to evaluate their potential effect on climate change and might include corresponding analysis of alternatives. The air district, as a responsible agency, may also identify mitigation measures for the project.

The lack of established thresholds will make the determination of significance more resource intensive for each project. The district may defer to the lead agency to make this determination, however the district may be obligated, as a responsible agency, to evaluate the analysis and determination.

Implications of No Thresholds for a Lead Agency

The main impact of not having significance thresholds will be on the primary evaluation of projects by the lead agency. Without significance thresholds, the agency will have to conduct some level of analysis of every project to determine whether an environmental impact report is needed. There are three fundamental approaches to the case-by-case analysis of significance, including presumptions of significance or insignificance, or no presumption:

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1. The agency can begin with a presumption of significance and the analysis would be used to support a case-specific finding of no significance. This is similar to establishing a threshold of zero, except that here, the "threshold" is rebuttable. This approach may result in a large number of projects proceeding to preparation of an environmental impact report. Because of the attendant costs, project proponents may challenge the determination of significance, although formal challenge is less likely than attempts to influence the determination.

2. The agency can begin with a presumption of insignificance, and the analysis would be used to support a case-specific finding of significance. A presumption of insignificance could be based on the perspective that it would be speculative to attempt to identify the significance of GHG emissions from a project relative to climate change on a global scale. This approach might reduce the number of projects proceeding to preparation of environmental impact reports. It is likely to have greater success with smaller projects than larger ones, and a presumption of *insignificance* may be more likely to be challenged by project opponents.

3. It is not necessary for the lead agency to have any presumption either way. The agency could approach each project from a *tabula rasa* perspective, and have the determination of significance more broadly tied to the specific context of the project; this approach is likely to be resource intensive, and creates the greatest uncertainty for project proponents. To the extent that it results in a lead agency approving similar projects based on different determinations of significance for GHG emissions, it may be more vulnerable to challenge from either proponents or opponents of the project. Alternatively, in the absence of either thresholds or presumptions, the lead agency could use each determination of significance to build its approach in the same way that subsequent judgments define the law.

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Relevant Citations

The full text of relevant citations is in Appendix A.

Public Resources Code – §21082.2, Significant Effect on Environment; Determination; Environmental Impact Report Preparation.

State CEQA Guidelines – §15064, Determining the Significance of the Environmental Effects Caused by a Project.

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Introduction

If an air district or lead agency determines that any degree of project-related increase in GHG emissions would contribute considerably to climate change and therefore would be a significant impact, it could adopt a zero-emission threshold to identify projects that would need to reduce their emissions. A lead agency may determine that a zero-emission threshold is justified even if other experts may disagree. A lead agency is not prevented from adopting any significance threshold it sees as appropriate, as long as it is based on substantial evidence.

If the zero threshold option is chosen, all projects subject to CEQA would be required to quantify and mitigate their GHG emissions, regardless of the size of the project or the availability of GHG reduction measures available to reduce the project's emissions. Projects that could not meet the zero-emission threshold would be required to prepare environmental impact reports to disclose the unmitigable significant impact, and develop the justification for a statement of overriding consideration to be adopted by the lead agency.

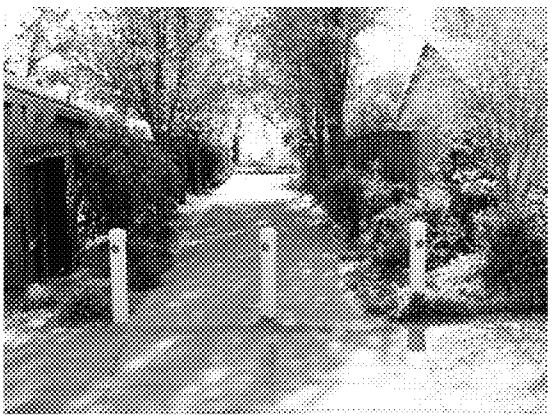

Implementing CEQA With a Zero Threshold for GHG

The scientific community overwhelmingly agrees that the earth's climate is becoming warmer, and that human activity is playing a role in climate change. Unlike other environmental impacts, climate change is a global phenomenon in that all GHG emissions generated throughout the earth contribute to it. Consequently, both large and small GHG generators cause the impact. While it may be true that many GHG sources are individually too small to make any noticeable difference to climate change, it is also true that the countless small sources around the globe combine to produce a very substantial portion of total GHG emissions.

A zero threshold approach is based on a belief that, 1) all GHG emissions contribute to global climate change and could be considered significant, and 2) not controlling emissions from smaller sources would be neglecting a major portion of the GHG inventory.

CEQA explicitly gives lead agencies the authority to choose thresholds of significance. CEQA defers to lead agency discretion when choosing thresholds. Consequently, a zero-emission threshold has merits.

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The CEQA review process for evaluating a project's impact on global climate change under the zero threshold option would involve several components. Air quality sections would be written by lead agencies to include discussions on climate change in CEQA documents, GHG emissions would be calculated, and a determination of significance would be made. The local air districts would review and comment on the climate change discussions in environmental documents. Lead agencies may then revise final EIRs to accommodate air district comments. More than likely, mitigation measures will be specified for the project, and a mitigation monitoring program will need to be put in place to ensure that these measures are being implemented.

Since CEQA requires mitigation to a less than significant level, it is conceivable that many projects subjected to a zero threshold could only be deemed less than significant with offsite reductions or the opportunity to purchase greenhouse gas emission reduction credits. GHG emission reduction credits are becoming more readily available however the quality of the credits varies considerably. High quality credits are generated by actions or projects that have clearly demonstrated emission reductions that are real, permanent, verifiable, enforceable, and not otherwise required by law or regulation. When the pre- or post-project emissions are not well quantified or cannot be independently confirmed, they are considered to be of lesser quality. Similarly, if the reductions are temporary in nature, they are also considered to be poor quality. Adoption of a zero threshold should consider the near-term availability and the quality of potential offsets.

There are also environmental justice concerns about the effects of using offsite mitigations or emission reduction credits to offset, or mitigate, the impacts of a new project. Although GHGs are global pollutants, some of them are emitted with co-pollutants that have significant near-source or regional impacts. Any time that increases in emissions at a specific site will be mitigated at a remote location or using emission reduction credits, the agency evaluating the project should ensure that it does not create disproportionate impacts.

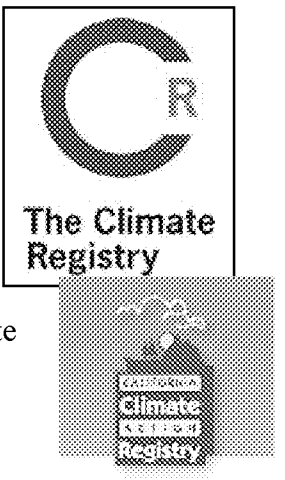

Administrative Considerations

If electing to pursue a zero threshold, an air district or lead agency should consider the administrative costs and the environmental review system capacity. Some projects that previously would have qualified for an exemption could require further substantial analysis, including preparation of a Negative Declaration (ND), a Mitigated Negative Declaration (MND) or an EIR. Moreover, the trade-offs between the volume of projects requiring review and the quality of consideration given to reviews should be considered. It may also be useful to consider whether meaningful mitigation can be achieved from smaller projects.

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Consideration of Exemptions from CEQA

A practical concern about identifying GHG emissions as a broad cumulative impact is whether the zero threshold option will preclude a lead agency from approving a large set of otherwise qualified projects utilizing a Categorical Exemption, ND, or MND. The results could be a substantial increase in the number of EIR's. This is a valid and challenging concern, particularly for any threshold approach that is based on a zero threshold for net GHG emission increases.

CEQA has specified exceptions to the use of a categorical exception. Specifically, CEQA Guidelines §15300.2 includes the following exceptions:

"(b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant."

(c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances."

These CEQA Guidelines sections could be argued to mean that any net increase in GHG emissions would preclude the use of a categorical exemption. However, as described below, if the following can be shown, then the exceptions above could be argued not to apply:

(1) Cumulative local, regional and/or state GHG emissions are being reduced or will be reduced by adopted, funded, and feasible measures in order to meet broader state targets.

(2) Mandatory state or local GHG reduction measures would apply to the project's emissions such that broader GHG reduction goals would still be met and the project contributions would not be cumulatively considerable.

(3) Project GHG emissions are below an adopted significance threshold designed to take into account the cumulative nature of GHG emissions.

A similar argument could be made relative to the use of a ND (provided no additional mitigation (beyond existing mandates) is required to control GHG emissions) and to the use of a MND instead of an EIR. However, due to the "fair argument" standard, which is discussed in Chapter 3, caution is recommended in use of a ND or MND unless all three elements above can be fully supported through substantial evidence and there is no substantial evidence to the contrary. Establishing a significance threshold of zero is likely to preclude the use of a categorical exemption.

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Relevant Citations

The full text of relevant citations is in Appendix A.

Public Resources Code – §21004, Mitigating or Avoiding a Significant Effect; Powers of Public Agency.

State CEQA Guidelines – §15064, Determining the Significance of the Environmental Effects Caused by a Project.

State CEQA Guidelines – §15130, Discussion of Cumulative Impacts.

State CEQA Guidelines – §15064.7, Thresholds of Significance.

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Introduction

A non-zero threshold could minimize the resources spent reviewing environmental analyses that do not result in real GHG reductions or to prevent the environmental review system from being overwhelmed. The practical advantages of considering non-zero thresholds for GHG significance determinations can fit into the concept regarding whether the project's GHG emissions represent a "considerable contribution to the cumulative impact" and therefore warrant analysis.

Specifying a non-zero threshold could be construed as setting a *de minimis* value for a cumulative impact. In effect, this would be indicating that there are certain GHG emission sources that are so small that they would not contribute substantially to the global GHG budget. This could be interpreted as allowing public agencies to approve certain projects without requiring any mitigation of their GHG. Any threshold framework should include a proper context to address the *de minimis* issue. However, the CEQA Guidelines recognize that there may be a point where a project's contribution, although above zero, would not be a *considerable contribution* to the cumulative impact and, therefore, not trigger the need for a significance determination.

GHG emissions from all sources are under the purview of CARB and as such may eventually be "regulated" no matter how small. Virtually all projects will result in some direct or indirect release of GHG. However, a decision by CARB to regulate a class of sources does not necessarily mean that an individual source in that class would constitute a project with significant GHG impacts under CEQA. For example, CARB has established criteria pollutant emission standards for automobiles, but the purchase and use of a single new car is not considered a project with significant impacts under CEQA. At the same time, it is important to note that it is likely that all meaningful sources of emissions, no matter how small are likely to be considered for regulation under AB 32. It is expected that projects will have to achieve some level of GHG reduction to comply with CARB's regulations meant to implement AB 32. As such all projects will have to play a part in reducing our GHG emissions budget and no project, however small, is truly being considered *de minimis* under CARB's regulations.

This chapter evaluates a range of conceptual approaches toward developing GHG significance criteria. The air districts retained the services of J&S an environmental consulting, firm to assist with the development of a Statute and Executive Order-based threshold (Approach 1) and a tiered threshold (Approach 2) based on a prescribed list of tasks and deliverables. Time and financial constraints limited the scope and depth of this analysis, however, the work presented here may be useful in developing interim guidance while AB 32 is being implemented. J&S recognized that approaches other than those described here could be used.

As directed, J&S explored some overarching issues, such as:

- what constitutes "new" emissions?

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- how should "baseline emissions" be established?
- what is cumulatively "considerable" under CEQA?
- what is "business as usual" ? and
- should an analysis include "life-cycle" emissions?

The answers to these issues were key to evaluating each of the threshold concepts.

Approach 1 – Statute and Executive Order Approach

Thresholds could be grounded in existing mandates and their associated GHG emission reduction targets. A project would be required to meet the targets, or reduce GHG emissions to the targets, to be considered less than significant.

AB 32 and S-3-05 target the reduction of statewide emissions. It should be made clear that AB 32 and S-3-05 do not specify that the emissions reductions should be achieved through uniform reduction by geographic location or by emission source characteristics. For example, it is conceivable, although unlikely, that AB 32 goals could be achieved by new regulations that only apply to urban areas or that only apply to the transportation and/or energy sector. However, this approach to evaluating GHG under CEQA is based on the presumption that a new project must at least be consistent with AB 32 GHG emission reduction mandates.

The goal of AB 32 and S-3-05 is the significant reduction of future GHG emissions in a state that is expected to rapidly grow in both population and economic output. As such, there will have to be a significant reduction in the per capita GHG output for these goals to be met. CEQA is generally used to slow or zero the impact of new emissions, leaving the reduction of existing emission sources to be addressed by other regulatory means. With these concepts in mind, four options were identified for statute/executive order-based GHG significance thresholds and are described below.

Threshold 1.1: AB 32/S-3-05 Derived Uniform Percentage-Based Reduction. AB 32 requires the state to reduce California-wide GHG emissions to 1990 levels by 2020. Reducing greenhouse gas emission levels from 2020 to 1990 levels could require a 28 to 33 percent reduction of business-as-usual GHG emissions depending on the methodology used to determine the future emission inventories. The exact percent reduction may change slightly once CARB finalizes its 1990 and 2020 inventory estimates. In this context, business-as-usual means the emissions that would have occurred in the absence of the mandated reductions. The details of the business-as-usual scenario are established by CARB in the assumptions it uses to project what the state's GHG emissions would have been in 2020, and the difference between that level and the level that existed in 1990 constitutes the reductions that must be achieved if the mandated goals are to be met.

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This threshold approach would require a project to meet a percent reduction target based on the average reductions needed from the business-as-usual emission from all GHG sources. Using the 2020 target, this approach would require all discretionary projects to achieve a 33 percent reduction from projected business-as-usual emissions in order to be considered less than significant. A more restrictive approach would use the 2050 targets. S-3-05 seeks to reduce GHG emissions to 80 percent below 1990 levels by 2050. To reach the 2050 milestone would require an estimated 90 percent reduction (effective immediately) of business-as-usual emissions. Using this goal as the basis for a significance threshold may be more appropriate to address the long-term adverse impacts associated with global climate change. Note that AB 32 and S-3-05 set emission inventory goals at milestone years; it is unclear how California will progress to these goals in non-milestone years.

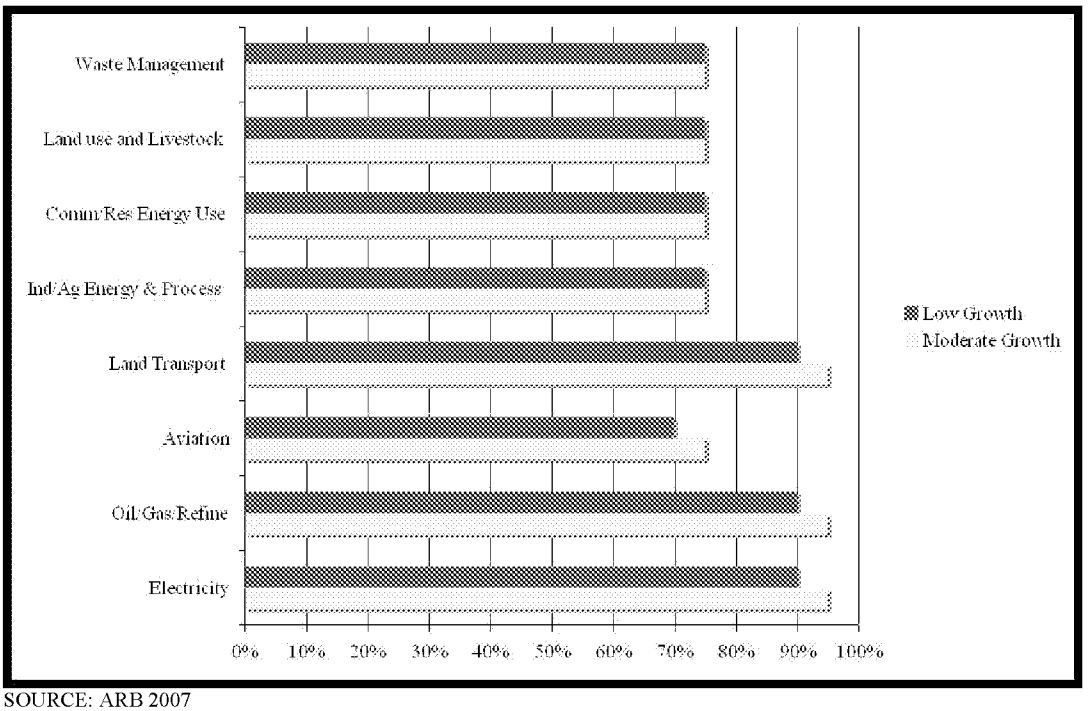

SOURCE: ARB 2007

Threshold 1.2: Uniform Percentage-Based (e.g.50%) Reduction for New Development. This threshold is based on a presumption that new development should contribute a greater percent reduction from business-as-usual because greater reductions can be achieved at lower cost from new projects than can be achieved from existing sources. This approach would establish that new development emit 50 percent less GHG emissions than business-as-usual development. This reduction rate is greater than the recommended reduction rate for meeting the Threshold 1.1 2020 target (33 percent) but is significantly less restrictive than the Threshold 1.1 2050 target reduction rate (90 percent). If a 50 percent GHG reduction were achieved from new development, existing emissions would have to be reduced by 25 to 30 percent in order to meet the 2020 emissions goal depending on the year used to determine the baseline inventory. Although this reduction goal is reasonable for achieving the 2020 goal, it would not be possible to

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reach the 2050 emissions target with this approach even if existing emissions were 100 percent controlled.

Threshold 1.3: Uniform Percentage-Based Reduction by Economic Sector. This threshold would use a discrete GHG reduction goal specific to the economic sector associated with the project. There would be specific reduction goals for each economic sector, such as residential, commercial, and industrial development. Specifying different reduction thresholds for each market sector allows selection of the best regulatory goal for each sector taking into account available control technology and costs. This approach would avoid over-regulating projects (i.e. requiring emissions to be controlled in excess of existing technology) or under-regulating projects (i.e. discouraging the use of available technology to control emissions in excess of regulations). This approach requires extensive information on the emission inventories and best available control technology for each economic sector. This data will be compiled as CARB develops its scoping plan under AB 32 and its implementing regulations; as a result, this approach will be more viable in the long term.

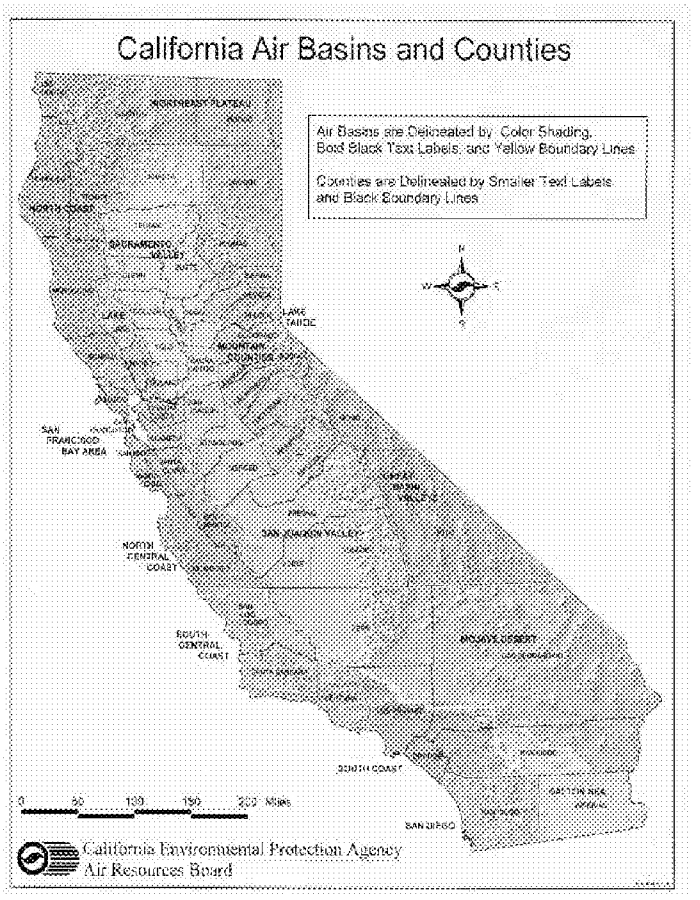

Threshold 1.4: Uniform Percentage-Based Reduction by Region. AB 32 and S-3-05 are written such that they apply to a geographic region (i.e. the entire state of California) rather than on a project or sector level. One could specify regions of the state such as the South Coast Air Basin, Sacramento Valley, or Bay Area which are required to plan (plans could be developed by regional governments, such as councils of governments) and demonstrate compliance with AB 32 and S-3-05 reduction goals at a regional level. To demonstrate that a project has less than significant emissions, one would have to show compliance with the appropriate regional GHG plan. Effectively this approach allows for analysis of GHG emissions at a landscape scale smaller than the state as a whole. Specifying regions in rough correlation to existing air basins or jurisdictional control allows for regional control of emissions and integration with regional emission reduction strategies for criteria and toxic air pollutants. Although differing GHG reduction controls for each region are possible, it is likely that all regions would be

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required to achieve 1990 emission inventories by the year 2020 and 80 percent less emissions by 2050. Threshold 1.4 is considered viable long-term significance criteria that is unlikely to be used in the short term.

Implementing CEQA Thresholds Based on Emission Reduction Targets

Characterizing Baseline and Project Emissions

While the population and economy of California is expanding, all new projects can be considered to contribute new emissions. Furthermore, GHG impacts are exclusively cumulative impacts; there are no non-cumulative GHG emission impacts from a climate change perspective. "Business-as-usual" is the projection of GHG emissions at a future date based on current technologies and regulatory requirements in absence of other reductions. For example to determine the future emissions from a power plant for "business-as-usual" one would multiply the projected energy throughput by the current emission factor for that throughput. If adopted regulations (such as those that may be promulgated by CARB for AB 32) dictate that power plant emissions must be reduced at some time in the future, it is appropriate to consider these regulation standards as the new business-as-usual for a future date. In effect, business-as-usual will continue to evolve as regulations manifest. Note that "business-as-usual" defines the CEQA No Project conditions, but does not necessarily form the baseline under CEQA. For instance, it is common to subtract the future traffic with and without a project to determine the future cumulative contribution of a project on traffic conditions. However, existing conditions at the time of issuance of the notice of preparation is normally the baseline.

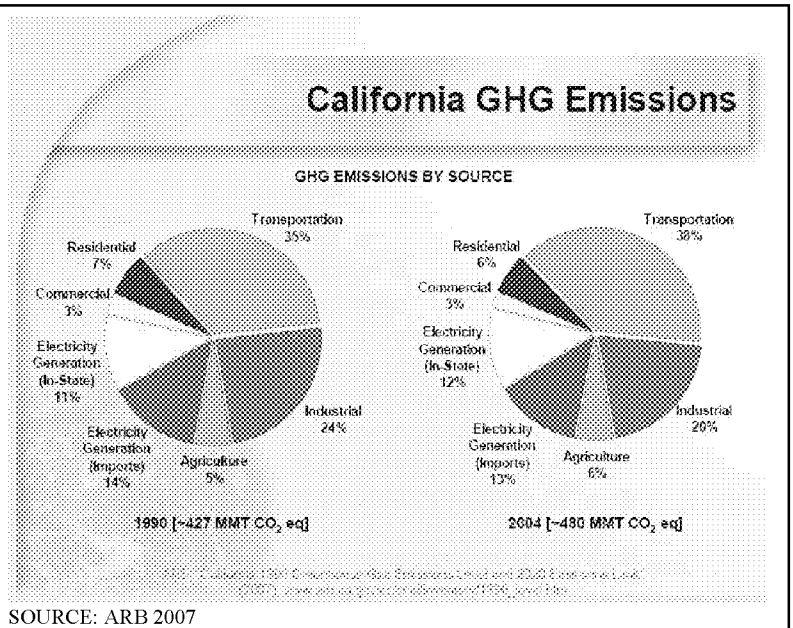

SOURCE: ARB 2007

Establishing Emission Reduction Targets

One of the obvious drawbacks to using a uniform percent reduction approach to GHG control is that it is difficult to allow for changes in the 1990 and future emission inventories estimates. To determine what emission reductions are required for new projects one would have to know accurately the 1990 budget and efficacy of other GHG promulgated regulations as a function of time. Since CARB will not outline its

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regulation strategy for several more years, it is difficult to determine accurately what the new project reductions should be in the short term. Future updates to the 1990 inventory could necessitate changes in thresholds that are based on that inventory. It is important to note that it is difficult to create near term guidance for a uniform reduction threshold strategy since it would require considerable speculation regarding the implementation and effectiveness of forthcoming CARB regulations.

Of greater importance are the assumptions used to make the projected 2020 emission inventories. Projecting future inventories over the next 15-50 years involves substantial uncertainty. Furthermore, there are likely to be federal climate change regulations and possibly additional international GHG emission treaties in the near future. To avoid such speculation, this paper defines all future emission inventories as hypothetical business-as-usual projections.

This white paper is intended to support local decisions about CEQA and GHG in the near term. During this period, it is unlikely that a threshold based on emission reduction targets would need to be changed. However, it is possible that future inventory updates will show that targets developed on the current inventory were not stringent enough, or were more stringent than was actually needed.

Approach 2 – Tiered Approach

The goal of a tiered threshold is to maximize reduction predictability while minimizing administrative burden and costs. This would be accomplished by prescribing feasible mitigation measures based on project size and type, and reserving the detailed review of an EIR for those projects of greater size and complexity. This approach may require inclusion in a General Plan, or adoption of specific rules or ordinances in order to fully and effectively implement it.

A tiered CEQA significance threshold could establish different levels at which to determine if a project would have a significant impact. The tiers could be established based on the gross GHG emission estimates for a project or could be based on the physical size and characteristics of the project. This approach would then prescribe a set of GHG mitigation strategies that would have to be incorporated into the project in order for the project to be considered less than significant.

The framework for a tiered threshold would include the following:

- disclosure of GHG emissions for all projects;
- support for city/county/regional GHG emissions reduction planning;
- creation and use of a “green list” to promote the construction of projects that have desirable GHG emission characteristics;
- a list of mitigation measures;

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- a decision tree approach to tiering; and
- quantitative or qualitative thresholds.

Decision-Tree Approach to Tiering

CEQA guidance that allows multiple methodologies to demonstrate GHG significance will facilitate the determination of significance for a broad range of projects/plans that would otherwise be difficult to address with a single non-compound methodology. Even though there could be multiple ways that a project can determine GHG significance using a decision-tree approach, only one methodology need be included in any single CEQA document prepared by the applicant. The presence of multiple methodologies to determine significance is designed to promote flexibility rather than create additional analysis overhead. Figure 1 shows a conceptual approach to significance determination using a tiered approach that shows the multiple routes to significance determination.

Figure 1 Detail Description

Figure 1 pictorially represents how an agency can determine a project's or plan's significance for CEQA analysis using the non-zero threshold methodology. The emissions associated with a project/plan are assumed to have a significant impact unless one can arrive at a less-than-significant finding by at least one of the methodologies below.

1. Demonstrate that a General Plan (GP) or Regional Plan is in Compliance with AB32

   - For most GPs or RPs this will require demonstration that projected 2020 emissions will be equal to or less than 1990 emissions.
   - GPs or RPs are expected to fully document 1990 and 2020 GHG emission inventories.
   - Projection of 2020 emissions is complicated by the fact that CARB is expected to promulgate emission reductions in the short term. Until explicit CARB regulations are in place, unmitigated GP 2020 emission inventories represent business-as-usual scenarios.
   - EIRs for GPs or RPs which demonstrate 2020 mitigated emissions are less than or equal to 1990 emissions are considered less than significant.

2. Demonstrate the Project is Exempt Based on SB 97

   - As specified in SB 97, projects that are funded under November 2006 Proposition 1B (Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act) and 1C (Disaster Preparedness and Flood Prevention Bond Act) may be exempt from analysis until January 1, 2010.

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Climate Change Significance Criteria Flow Chart

- This chart pictorially represents how an agency can determine a project's or plan's significance for CEQA analysis.
- The emissions associated with a project/plan are assumed to have a significant impact unless one can arrive at a less-than-significant finding by at least one of the methodologies below.

The Green List *(Conceptual Approach)*

- *Publish and update a list of projects and project types that are deemed a positive contribution to CA efforts to reduce GHG emissions.*
- *Consult the ARB and the AG prior to listing a project on the Green List to ensure consistency with ARB AB-32 efforts and to ensure that the Green List entries are consistent with how the AG office interprets AB-32 and GHG CEQA compliance.*
- *The Green List will be updated every 6 months or as major regulatory or legal developments unfold.*
- *Projects that are on the green list are to be considered less than significant for GHG emissions purposes.*
- *An example of a Green List entry would be a wind farm that had negligible construction emissions.*

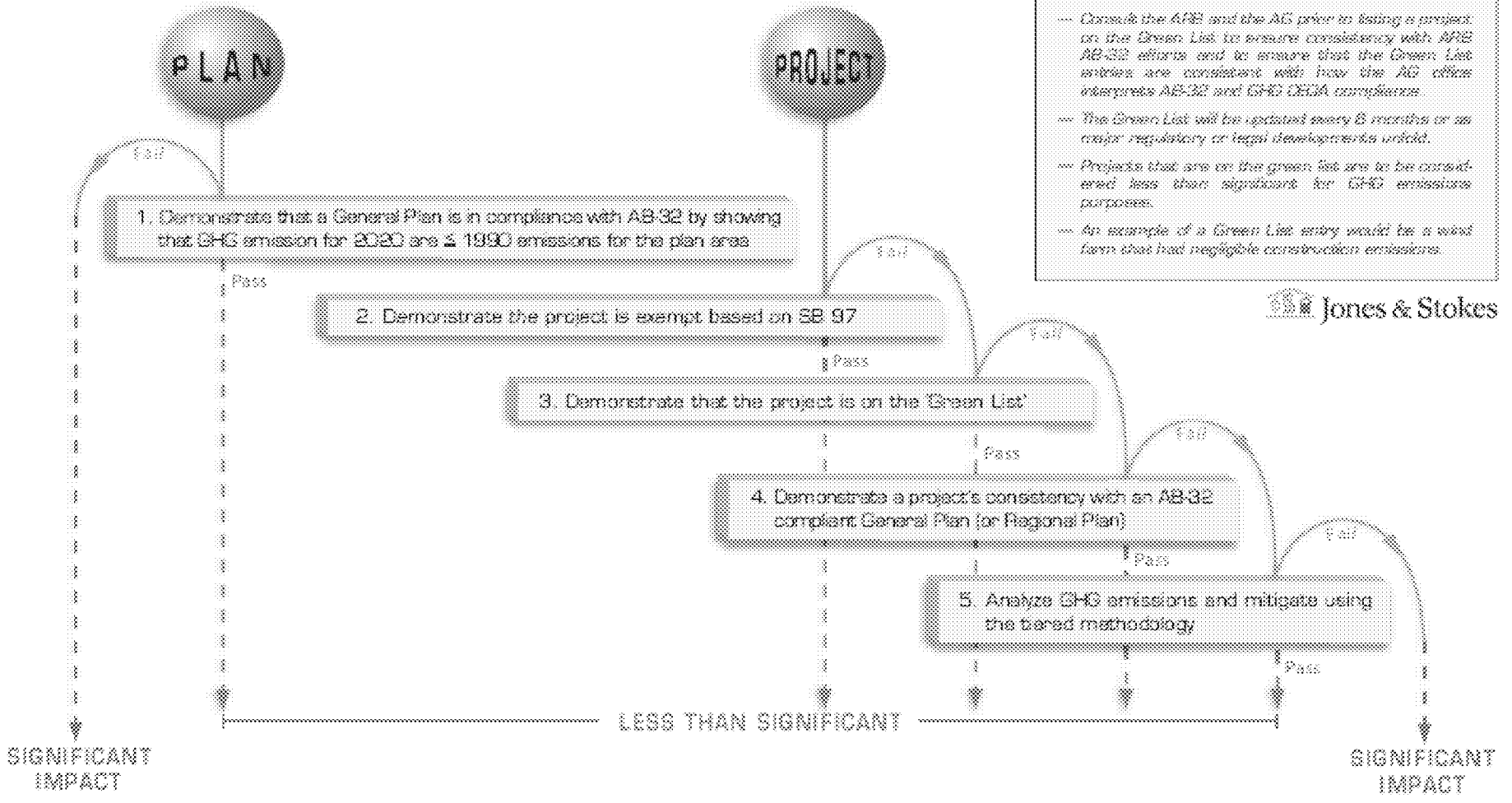

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Figure 1
Climate Change Significance Criteria Flow Chart

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- An exemption can be used in an ND, MND, or EIR to support a less than significant finding for GHG impacts.

3. Demonstrate that the Project is on the 'Green List'

- This list would include projects that are deemed a positive contribution to California efforts to reduce GHG emissions. If the project is of the type described on the Green List it is considered less than significant.
- If the Green List entry description requires mitigation for impacts other than GHG, this methodology can be used in MNDs or EIRs; if the Green List entry does not require mitigation this methodology can be used in NDs, MNDs, or EIRs.

4. Demonstrate a Project's Compliance with a General Plan

- If a project is consistent with an appropriate General Plan's Greenhouse Gas Reduction Plan (GGRP), a project can be declared less than significant.
- Note that at this time there are no known jurisdictions that have a GGRP that has been fully subject to CEQA review. While Marin County has adopted a forward-thinking GGRP and it is described in the most recent GP update, the associated EIR does not analyze the secondary environmental impacts of some of the GGRP measures such as tidal energy. While one can reference GGRPs that have not been reviewed fully in CEQA, to attempt to show a project's compliance with such a plan as evidence that the project's GHG emission contributions are less than significant may not be supported by substantial evidence that cumulative emissions are being fully addressed in the particular jurisdiction.
- Compliance with a CEQA-vetted GGRP can be cited as evidence for all CEQA documents (Categorical Exemption, ND, MND, and EIR).

5. Analyze GHG Emissions and Mitigate using the Tiered Methodology

- Guidance and mitigation methodology for various development projects (residential, commercial, industrial) are listed in the form of tiered thresholds. If a project incorporates the mitigation measures specified in the tiered threshold tables the project is considered less than significant.
- All project emissions are considered less than significant if they are less than the threshold(s).
- If the tiered approach requires mitigation, this methodology can be used in MNDs or EIRs; if the tiered approach does not require mitigation this methodology can be used in NDs, MNDs, or EIRs.

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The Green List

- The Green List would be a list of projects and project types that are deemed a positive contribution to California's efforts to reduce GHG emissions.
- If this approach is followed, it is suggested that CARB and the Attorney General (AG) are consulted prior to listing a project on the Green List to ensure consistency with CARB AB 32 efforts and to ensure that the Green List entries are consistent with how the AG office interprets AB 32 and GHG CEQA compliance.
- The Green List should be updated every 6 months or as major regulatory or legal developments unfold.
- Projects that are on the Green List are to be considered less than significant for GHG emissions purposes.
- A tentative list of potential Green List entries is presented below. Actual Green List entries should be far more specific and cover a broad range of project types and mitigation approaches. The list below is merely a proof-of-concept for the actual Green List.

1. Wind farm for the generation of wind-powered electricity
2. Extension of transit lines to currently developed but underserved communities
3. Development of high-density infill projects with easily accessible mass transit
4. Small hydroelectric power plants at existing facilities that generate 5 mw or less (as defined in Class 28 Categorical Exemption)
5. Cogeneration plants with a capacity of 50 mw or less at existing facilities (as defined in Class 29 Cat Exemption)
6. Increase in bus service or conversion to bus rapid transit service along an existing bus line
7. Projects with LEED "Platinum" rating
8. Expansion of recycling facilities within existing urban areas
9. Recycled water projects that reduce energy consumption related to water supplies that services existing development
10. Development of bicycle, pedestrian, or zero emission transportation infrastructure to serve existing regions

There are also several options for tiering and thresholds, as shown in Table 2 below. One could establish strictly numeric emissions thresholds and require mitigation to below the specific threshold to make a finding of less than significant. One could establish narrative emissions threshold that are based on a broader context of multiple approaches to GHG reductions and a presumption that projects of sufficiently low GHG intensity are less than significant.

In Concept 2A, a zero threshold would be applied to projects and thus only projects that result in a reduction of GHG emissions compared to baseline emissions would be less than significant absent mitigation. All projects would require quantified inventories. All projects that result in a net increase of GHG emissions would be required to mitigate their emissions to zero through direct mitigation or through fees or offsets or the impacts

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Table 2: Approach 2 Tiering Options

	Concept 2A Zero	Concept 2B Quantitative	Concept 2C Qualitative
Tier 1	Project results in a net reduction of GHG emissions *Less than Significant*	Project in compliance with an AB 32-compliant General/Regional Plan, on the Green List, or below Tier 2 threshold. Level 1 Reductions (Could include such measures as: bike parking, transit stops for planned route, Energy Star roofs, Energy Star appliances, Title 24, water use efficiency, etc.) *Less than Significant*	Project in compliance with an AB 32-compliant General/Regional Plan, on the Green List, or below Tier 2 threshold. Level 1 Reductions (See measures under 2B) *Less than Significant*
Tier 2	Project results in net increase of GHG emissions Mitigation to zero (including offsets) *Mitigated to Less than Significant*	Above Tier 2 threshold Level 2 Mitigation (Could include such measures as: Parking reduction beyond code, solar roofs, LEED Silver or Gold Certification, exceed Title 24 by 20%, TDM measures, etc.) *Mitigated to Less than Significant*	Above Tier 2 threshold Level 2 Mitigation (See measures under 2B) *Mitigated to Less than Significant*
Tier 3	Mitigation infeasible to reduce emissions to zero (e.g., cost of offsets infeasible for project or offsets not available) *Significant and Unavoidable*	Above Tier 2 threshold With Level 1, 2 Mitigation Level 3 Mitigation: (Could include such measures as: On-site renewable energy systems, LEED Platinum certification, Exceed Title 24 by 40%, required recycled water use for irrigation, zero waste/high recycling requirements, mandatory transit passes, offsets/carbon impact fees) *Mitigated to Less than Significant*	Above Tier 3 thresholds Quantify Emissions, Level 3 Mitigation (see measures under 2B), and Offsets for 90% of remainder *Significance and Unavoidable*

would be identified as significant and unavoidable. This could be highly problematic and could eliminate the ability to use categorical exemptions and negative declarations for a wide range of projects.

In Concepts 2B and 2C, the first tier of a tiered threshold includes projects that are within a jurisdiction with an adopted greenhouse gas reduction plan (GGRP) and General Plan/Regional Plan that is consistent with AB 32 (and in line with S-3-05), or are on the Green List, or are below the Tier 2 threshold. All Tier 1 projects would be required to implement mandatory reductions required due to other legal authority (Level 1 reductions) such as AB 32, Title 24, or local policies and ordinances. With Level 1

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reduction measures, qualifying Tier 1 projects would be considered less than significant without being required to demonstrate mitigation to zero.

In Concept 2B, the Tier 2 threshold would be quantitative, and quantified inventories would be required. Several quantitative threshold options are discussed below. A more comprehensive set of Level 2 mitigation would be required. If the project's emissions still exceed the Tier 2 threshold, an even more aggressive set of Level 3 mitigation measures would be required including offsets (when feasible) to reduce emissions below the Tier 2 threshold.

In Concept 2C, there would be two thresholds, a lower Tier 2 threshold (the "low bar") and a higher Tier 3 threshold (the "high bar"). The Tier 2 threshold would be the significance threshold for the purposes of CEQA and would be qualitative in terms of units (number of dwelling units, square feet of commercial space, etc.) or a per capita ratio. Projects above the Tier 2 threshold would be required to implement the comprehensive set of Level 2 mitigation. Projects below the Tier 2 threshold would not be required to quantify emissions or reductions. The Tier 3 threshold would be a threshold to distinguish the larger set of projects for which quantification of emissions would be required. Level 3 mitigation would be required and the project would be required to purchase offsets (when feasible) in the amount of 90 percent of the net emissions after application of Level 1 reductions and Level 2 and 3 mitigation. A variant on Concept 2C would be to require mandatory Level 3 mitigation without quantification and offsets.

Approach 2 Threshold Options

Seven threshold options were developed for this approach. The set of options are framed to capture different levels of new development in the CEQA process and thus allow different levels of mitigation. Options range from a zero first-tier threshold (Threshold 2.1) up to a threshold for GHG that would be equivalent to the capture level (i.e., number of units) of the current criteria pollutant thresholds used by some air districts (Threshold 2.4). The decision-based implementation approach discussed above could be used for any of these options. Table 3 below compares the results of each of the approaches discussed here.

Threshold 2.1: Zero First Tier Tiered Threshold.

This option would employ the decision tree concept and set the first tier cut-point at zero. The second tier cut-point could be one of the qualitative or quantitative thresholds discussed below. First-tier projects would be required to implement a list of very feasible and readily available mitigation measures.

Threshold 2.2: Quantitative Threshold Based on Market Capture

A single quantitative threshold was developed in order to ensure capture of 90 percent or more of likely future discretionary developments. The objective was to set the emission

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threshold low enough to capture a substantial fraction of future residential and non-residential development that will be constructed to accommodate future statewide population and job growth, while setting the emission threshold high enough to exclude small development projects that will contribute a relatively small fraction of the cumulative statewide GHG emissions.

The quantitative threshold was created by using the following steps:

- Reviewing data from four diverse cities (Los Angeles in southern California and Pleasanton, Dublin, and Livermore in northern California) on pending applications for development.

- Determining the unit (dwelling unit or square feet) threshold that would capture approximately 90 percent of the residential units or office space in the pending application lists.

- Based on the data from the four cities, the thresholds selected were 50 residential units and 30,000 square feet of commercial space.

- The GHG emissions associated with 50 single-family residential units and 30,000 square feet of office were estimated and were found to be 900 metric tons and 800 metric tons, respectively. Given the variance on individual projects, a single threshold of 900 metric tons was selected for residential and office projects.

- A 900 metric ton threshold was also selected for non-office commercial projects and industrial projects to provide equivalency for different projects in other economic sectors.

- If this threshold is preferred, it is suggested that a more robust data set be examined to increase the representativeness of the selected thresholds. At a minimum, a diverse set of at least 20 cities and/or counties from throughout the state should be examined in order to support the market capture goals of this threshold. Further, an investigation of market capture may need to be conducted for different commercial project types and for industrial projects in order to examine whether multiple quantitative emissions thresholds or different thresholds should be developed.

The 900-ton threshold corresponds to 50 residential units, which corresponds to the 84th percentile of projects in the City of Los Angeles, the 79th percentile in the City of Pleasanton, the 50th percentile in the City of Livermore and the 4th percentile in the City of Dublin. This is suggestive that the GHG reduction burden will fall on larger projects that will be a relatively small portion of overall projects within more developed central cities (Los Angeles) and suburban areas of slow growth (Pleasanton) but would be the higher portion of projects within moderately (Livermore) or more rapidly developing areas (Dublin). These conclusions are suggestive but not conclusive due to the small sample size. The proposed threshold would exclude the smallest proposed developments

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from potentially burdensome requirements to quantify and mitigate GHG emissions under CEQA. While this would exclude perhaps 10 percent of new residential development, the capture of 90 percent of new residential development would establish a strong basis for demonstrating that cumulative reductions are being achieved across the state. It can certainly serve as an interim measure and could be revised if subsequent regulatory action by CARB shows that a different level or different approach altogether is called for.

The 900-ton threshold would correspond to office projects of approximately 35,000 square feet, retail projects of approximately 11,000 square feet, or supermarket space of approximately 6,300 square feet. 35,000 square feet would correspond to the 46th percentile of commercial projects in the City of Los Angeles, the 54th percentile in the City of Livermore, and the 35th percentile in the City of Dublin. However, the commercial data was not separated into office, retail, supermarket or other types, and thus the amount of capture for different commercial project types is not known. The proposed threshold would exclude smaller offices, small retail (like auto-parts stores), and small supermarkets (like convenience stores) from potentially burdensome requirements to quantify and mitigate GHG emissions under CEQA but would include many medium-scale retail and supermarket projects.

The industrial sector is less amenable to a unit-based approach given the diversity of projects within this sector. One option would be to adopt a quantitative GHG emissions threshold (900 tons) for industrial projects equivalent to that for the residential/commercial thresholds described above. Industrial emissions can result from both stationary and mobile sources. CARB estimates that their suggested reporting threshold for stationary sources of 25,000 metric tons accounts for more than 90 percent of the industrial sector GHG emissions (see Threshold 2.3 for 25,000 metric ton discussion). If the CARB rationale holds, then a 900 metric ton threshold would likely capture at least 90 percent (and likely more) of new industrial and manufacturing sources. If this approach is advanced, we suggest further examination of industrial project data to determine market capture.

This threshold would require the vast majority of new development emission sources to quantify their GHG emissions, apportion the forecast emissions to relevant source categories, and develop GHG mitigation measures to reduce their emissions.

Threshold 2.3: CARB Reporting Threshold

CARB has recently proposed to require mandatory reporting from cement plants, oil refineries, hydrogen plants, electric generating facilities and electric retail providers, cogeneration facilities, and stationary combustion sources emitting $\geq$ 25,000 MT CO_2e/yr. AB 32 requires CARB to adopt a regulation to require the mandatory reporting and verification of emissions. CARB issued a preliminary draft version of its proposed reporting requirements in August 2007 and estimates that it would capture 94 percent of the GHG emissions associated with stationary sources.

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This threshold would use 25,000 metric tons per year of GHG as the CEQA significance level. CARB proposed to use the 25,000 metric tons/year value as a reporting threshold, not as a CEQA significance threshold that would be used to define mitigation requirements. CARB is proposing the reporting threshold to begin to compile a statewide emission inventory, applicable only for a limited category of sources (large industrial facilities using fossil fuel combustion).

A 25,000 metric ton significance threshold would correspond to the GHG emissions of approximately 1,400 residential units, 1 million square feet of office space, 300,000 square feet of retail, and 175,000 square feet of supermarket space. This threshold would capture far less than half of new residential or commercial development.

As noted above, CARB estimates the industrial-based criteria would account for greater than 90 percent of GHG emissions emanating from stationary sources. However, industrial and manufacturing projects can also include substantial GHG emissions from mobile sources that are associated with the transportation of materials and delivery of products. When all transportation-related emissions are included, it is unknown what portion of new industrial or manufacturing projects a 25,000-ton threshold would actually capture.

An alternative would be to use a potential threshold of 10,000 metric tons considered by the Market Advisory Committee for inclusion in a Greenhouse Gas Cap and Trade System in California. A 10,000 metric ton significance threshold would correspond to the GHG emissions of approximately 550 residential units, 400,000 square feet of office space, 120,000 square feet of retail, and 70,000 square feet of supermarket space. This threshold would capture roughly half of new residential or commercial development.

Threshold 2.4: Regulated Emissions Inventory Capture

Most California air districts have developed CEQA significance thresholds for NOx and ROG emissions to try to reduce emissions of ozone precursors from proposed sources that are not subject to NSR pre-construction air quality permitting. The historical management of ozone nonattainment issues in urbanized air districts is somewhat analogous to today's concerns with greenhouse gas emissions in that regional ozone concentrations are a cumulative air quality problem caused by relatively small amounts of NOx and ROG emissions from thousands of individual sources, none of which emits enough by themselves to cause elevated ozone concentrations. Those same conditions apply to global climate change where the environmental problem is caused by emissions from a countless number of individual sources, none of which is large enough by itself to cause the problem. Because establishment of NOx/ROG emissions CEQA significance thresholds has been a well-tested mechanism to ensure that individual projects address cumulative impacts and to force individual projects to reduce emissions under CEQA, this threshold presumes the analogy of NOx/ROG emission thresholds could be used to develop similar GHG thresholds.

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The steps to develop a GHG emission threshold based on the NOx/ROG analogy were as follows:

- For each agency, define its NOx/ROG CEQA thresholds.
- For each agency, define the regional NOx/ROG emission inventory the agency is trying to regulate with its NOx/ROG thresholds.
- For each agency, calculate the percentage of the total emission inventory for NOx represented by that agency's CEQA emission threshold. That value represents the "minimum percentage of regulated inventory" for NOx.
- The current (2004) California-wide GHG emission inventory is 499 million metric tons per year of CO_2 equivalent (MMT CO_2e). Apply the typical "minimum percentage of regulated inventory" value to the statewide GHG inventory, to develop a range of analogous GHG CEQA thresholds.

The preceding methodology was applied to two different air quality districts: the Bay Area Air Quality Management District (BAAQMD), a mostly-urbanized agency within which most emissions are generated from urban areas; and the San Joaquin Valley Air Pollution Control District (SJVAPCD), which oversees emissions emanating in part from rural areas that are generated at dispersed agricultural sources and area sources. For example, in the Bay Area the NOx threshold is 15 tons/year. The total NOx inventory for 2006 was 192,000 tons/year (525 tons/day). The threshold represents 0.008 percent of the total NOx inventory. Applying that ratio to the total statewide GHG emissions inventory of 499 MMT CO_2e (2004) yields an equivalent GHG threshold of 39,000 MMT CO_2e.

The range of analogous CEQA GHG thresholds derived from those two agencies is tightly clustered, ranging from 39,000 to 46,000 tons/year. A 39,000 to 46,000 metric ton threshold would correspond to the GHG emissions of approximately 2,200 to 2,600 residential units, 1.5 to 1.8 million square feet of office space, 470,000 to 560,000 square feet of retail, and 275,000 to 320,000 square feet of supermarket space. This threshold would capture far less than half of new residential or commercial development. Similarly, this threshold would capture less of new industrial/manufacturing GHG emissions inventory than Thresholds 2.2 or 2.3.

Threshold 2.5: Unit-Based Thresholds Based on Market Capture

Unit thresholds were developed for residential and commercial developments in order to capture approximately 90 percent of future development. The objective was to set the unit thresholds low enough to capture a substantial fraction of future housing and commercial developments that will be constructed to accommodate future statewide population and job growth, while setting the unit thresholds high enough to exclude small development projects that will contribute a relatively small fraction of the cumulative statewide GHG emissions. Sector-based thresholds were created by using the same steps

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and data used to create Threshold 2.2- Quantitative Threshold Based on Market Capture above.

The distribution of pending application data suggests that the GHG reduction burden will fall on larger projects that will be a relatively small portion of overall projects within more developed central cities and suburban areas of slow growth but would be the higher portion of projects within moderately or rapidly developing areas. The proposed threshold would exclude the smallest proposed developments from potentially burdensome requirements to quantify and mitigate GHG emissions under CEQA. While this would exclude perhaps 10 percent of new residential development, the capture of 90 percent of new residential development would establish a strong basis for demonstrating that cumulative reductions are being achieved across the state. It can certainly serve as an interim measure and could be revised if subsequent regulatory action by CARB shows that a different level or different approach altogether is called for.

A similar rationale can be applied to the development of a commercial threshold. Threshold 2.5 would exclude many smaller businesses from potentially burdensome requirements to quantify and mitigate GHG emissions under CEQA. It should be noted that the GHG emissions of commercial projects vary substantially. For example, the carbon dioxide emissions associated with different commercial types were estimated as follows:

- 30,000 square-foot (SF) office = 800 metric tons/year CO_2
- 30,000 SF retail = 2,500 metric tons/year CO_2
- 30,000 SF supermarket = 4,300 metric tons/year CO_2

Thus, in order to assure appropriate market capture on an emissions inventory basis, it will be important to examine commercial project size by type, instead of in the aggregate (which has been done in this paper).

The industrial sector is less amenable to a unit-based approach given the diversity of projects within this sector. One option would be to use a quantitative threshold of 900 tons for industrial projects in order to provide for rough equivalency between different sectors. Industrial emissions can result from both stationary and mobile sources. However, if the CARB rationale for > 90 percent stationary source capture with a threshold of 25,000 metric tons holds, then a 900 metric ton threshold would likely capture at least 90 percent (and likely more) of new industrial sources. Further examination of unit-based industrial thresholds, such as the number of employees or manufacturing floor space or facility size, may provide support for a unit-based threshold based on market capture.

This threshold would require the vast majority of new development emission sources to quantify their GHG emissions, apportion the forecast emissions to relevant source categories, and develop GHG mitigation measures to reduce their emissions.

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Threshold 2.6. Projects of Statewide, Regional, or Areawide Significance

For this threshold, a set of qualitative, tiered CEQA thresholds would be adopted based on the definitions of "projects with statewide, regional or areawide significance" under the Guidelines for California Environmental Quality Act, CCR Title 14, Division 6, Section 15206(b).

Project sizes defined under this guideline include the following:

- Proposed residential development of more than 500 dwelling units.
- Proposed shopping center or business establishment employing more than 1,000 persons or encompassing more than 500,000 square feet of floor space.
- Proposed commercial office building employing more than 1,000 persons or encompassing more than 250,000 square feet of floor space.
- Proposed hotel/motel development of more than 500 rooms.
- Proposed industrial, manufacturing or processing plant or industrial park planned to house more than 1,000 persons, or encompassing more than 600,000 square feet of floor space.

These thresholds would correspond to the GHG emissions of approximately 9,000 metric tons for residential projects, 13,000 metric tons for office projects, and 41,000 metric tons for retail projects. These thresholds would capture approximately half of new residential development and substantially less than half of new commercial development. It is unknown what portion of the new industrial or manufacturing GHG inventory would be captured by this approach.

Threshold 2.7 Efficiency-Based Thresholds

For this approach, thresholds would be based on measurements of efficiency. For planning efforts, the metric could be GHG emissions per capita or per job or some combination thereof. For projects, the metric could be GHG emission per housing unit or per square foot of commercial space. In theory, one could also develop metrics for GHG emissions per dollar of gross product to measure the efficiency of the economy.

This approach is attractive because it seeks to benchmark project GHG intensity against target levels of efficiency. The thresholds would need to be set such that there is reasonably foreseeable and sufficient reductions compared to business as usual to support meeting AB 32 and S-3-05 goals in time (in combination with command and control regulations). Because this approach would require substantial data and modeling to fully develop, this is a concept considered as a potential future threshold and not appropriate

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for interim guidance in the short term. Thus, it is not evaluated in the screening evaluation in the next section.

Table 3 compares the results for each of the approaches.

Table 3: Comparison of Approach 2 Tiered Threshold Options

Threshold	GHG Emission Threshold (metric tons/year)	Future Development Captured by GHG Threshold
2.1: Zero Threshold	0 tons/year	All
2.2: Quantitative Threshold Based on Market Capture	~900 tons/year	Residential development > 50 dwelling units Office space > 36,000 ft^2 Retail space >11,000 ft^2 Supermarkets >6.300 ft^2 small, medium, large industrial
2.3: CARB GHG Mandatory Reporting Threshold OR Potential Cap and Trade Entry Level	25,000 metric tons/year OR 10,000 metric tons/year	Residential development >1,400 dwelling units OR 550 dwelling units Office space >1 million ft^2 OR 400,000 ft^2 Retail space >300,000 ft^2 OR 120,000 ft^2 Supermarkets >175,000 ft^2 OR 70,000 ft^2 medium/larger industrial
2.4: Regulated Inventory Capture	40,000 – 50,000 metric tons/year	Residential development >2,200 to 2,600 dwelling units Office space >1.5 to 1.8 million ft^2 Retail space >470,000 to 560,000 ft^2 Supermarkets >270,000 to 320,000 ft^2 medium/larger industrial
2.5: Unit-Based Threshold Based on Market Capture	Not applicable.	Residential development >50 dwelling units Commercial space >50,000 ft^2 > small, medium, large industrial (with GHG emissions > 900 tonsCO2e)
2.6: Projects of Statewide, Regional, or Areawide Significance	Not applicable.	Residential development >500 dwelling units Office space >250,000 ft^2 Retail space >500,000 ft^2 Hotels >500 units Industrial project >1,000 employees Industrial project >40 acre or 650,000 ft^2
2.7: Efficiency-Based Thresholds	TBD tons/year/person TBD tons/year/unit	Depends on the efficiency measure selected.

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Implementing CEQA With Tiered Thresholds

Several issues related to Approach 2 are addressed below:

1. *Some applications of this approach may need to be embodied in a duly approved General Plan, or in some other formal regulation or ordinance to be fully enforceable.* Because CEQA does not expressly provide that projects may be deemed insignificant based on implementation of a set of mitigations, this approach may need to be supported with specific and enforceable mechanisms adopted with due public process.

2. *How would this concept affect adoption of air district rules and regulations?* Proposed air district rules and regulations may be subject to CEQA like other projects and plans. Thus, if significance thresholds were adopted by an APCD or AQMD, then they could also apply to air district discretionary actions. If GHG emissions would be increased by a rule or regulation for another regulated pollutant, that would be a potential issue for review under CEQA.

3. *Mitigation measures may not be all-inclusive; better measures now or new future technology would make these measures obsolete.* The mandatory mitigation measures could be periodically updated to reflect current technology, feasibility, and efficiency.

4. *Total reduction may not be quantified or difficult to quantify.* CEQA only requires the adoption of feasible mitigation and thus the reduction effectiveness of required mitigation should not be in question. However, the precise reduction effectiveness may indeed be difficult to identify. As described above, if a quantitative threshold is selected as the measure of how much mitigation is mandated, then best available evidence will need to be used to estimate resultant GHG emissions with mitigation adoption. If a qualitative threshold is selected, then it may not be necessary to quantify reductions.

5. *Difficult to measure progress toward legislative program goals.* One could require reporting of project inventories to the Climate Action Registry, air district, or regional council of governments, or other suitable body. Collection of such data would allow estimates of the GHG intensity of new development over time, which could be used by CARB to monitor progress toward AB 32 goals.

6. *Measures may have adverse impacts on other programs.* The identification of mandatory mitigation will need to consider secondary environmental impacts, including those to air quality.

7. *Consideration of life-cycle emissions.* In many cases, only direct and indirect emissions may be addressed, rather than life-cycle emissions. A project applicant has traditionally been expected to only address emissions that are closely related and within the capacity of the project to control and/or influence. The long chain

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8. of economic production resulting in materials manufacture, for example, involves numerous parties, each of which in turn is responsible for the GHG emissions associated with their particular activity. However, there are situations where a lead agency could reasonably determine that a larger set of upstream and downstream emissions should be considered because they are being caused by the project and feasible alternatives and mitigation measures may exist to lessen this impact.

Approach 2 Tiered Threshold with Mandatory Mitigation

As shown in Table 2, due to the cumulative nature of GHG emissions and climate change impacts, there could be a level of mandatory reductions and/or mitigation for all projects integrated into a tiered threshold approach. In order to meet AB 32 mandates by 2020 and S-3-05 goals, there will need to be adoption of GHG reduction measures across a large portion of the existing economy and new development. As such, in an effort to support a determination under CEQA that a project has a less than considerable contribution to significant cumulative GHG emissions, mitigation could be required on a progressively more comprehensive basis depending on the level of emissions.

- Level 1 Reductions – These reduction measures would apply to all projects and would only consist of AB 32 and other local/state mandates. They would be applied to a project from other legal authority (not CEQA). Level 1 reductions could include such measures as bike parking, transit stops for planned routes, Energy Star roofs, Energy Star appliances, Title 24 compliance, water use efficiency, and other measures. All measures would have to be mandated by CARB or local regulations and ordinances.

- Level 2 Mitigation – Projects that exceed the determined threshold would be required to first implement readily available technologies and methodologies with widespread availability. Level 2 Mitigation could include such measures as: parking reduction below code minimum levels, solar roofs, LEED Silver or Gold Certification, exceed Title 24 building standards by 20 percent, Traffic Demand Management (TDM) measures, and other requirements.

- Level 3 Mitigation - If necessary to reduce emissions to the thresholds, more extensive mitigation measures that represent the top tier of feasible efficiency design would also be required. Level 3 Mitigation could include such measures as: on-site renewable energy systems, LEED Platinum certification, exceed Title 24 building requirements by 40 percent, required recycled water use for irrigation, zero waste/high recycling requirements, mandatory transit pass provision, and other measures.

- Offset Mitigation – If, after adoption of all feasible on-site mitigation, the project is still found to exceed a Tier 2 quantitative threshold, or exceed a Tier 3 qualitative threshold, or if a project cannot feasibly implement the mandatory on-site mitigation, then purchases of offsets could be used for mitigation. In the case

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of a quantitative threshold, the amount of purchase would be to offset below the Tier 2 significance threshold. In the case of a qualitative threshold, the amount of purchase could be to offset GHG emissions overall to below the lowest equivalent GHG emissions among the Tier 2 qualitative thresholds. With Threshold 2.5, this would be approximately 900 tons of GHG emissions (corresponding to 50 residential units). With Threshold 2.6, this would be approximately 9,000 tons (corresponding to 500 residential units). Alternatively, one could require purchase of offsets in the amount of a set percentage (such as 90% or 50% for example) of the residual GHG emissions (after other mitigation). As discussed earlier, any decision to include or require the use of emission reduction credits (or offsets) must consider issues of availability, quality, and environmental justice.

Substantial Evidence Supporting Different Thresholds

If a project can be shown by substantial evidence not to increase GHG emissions relative to baseline emissions, then no fair argument will be available that the project contributes considerably to a significant cumulative climate change impact.

It is more challenging to show that a project that increases GHG emissions above baseline emissions does not contribute considerably to a significant cumulative climate change impact. It is critical therefore, to establish an appropriate cumulative context, in which, although an individual project may increase GHG emissions, broader efforts will result in net GHG reductions.

Approach 1-based thresholds that by default will require an equal level of GHG reductions from the existing economy (Thresholds 1.1, 1.3, and 1.4) may be less supportable in the short run (especially before 2012) than Approach 1.2 (which requires new development to be relatively more efficient than a retrofitted existing economy). This is because, prior to 2012, there will only be limited mandatory regulations implementing AB 32 that could address the existing economy in a truly systematic way that can be relied upon to demonstrate that overall GHG reduction goals can be achieved by 2020. Approach 1.2 will still rely on substantial reductions in the existing economy but to a lesser degree.

Approach 1-based thresholds that would spread the mitigation burden across a sector (Threshold 1.3) or across a region (Threshold 1.4) will allow for tradeoffs between projects or even between municipalities. In order to demonstrate that a sector or a region is achieving net reductions overall, there would need to be feasible, funded, and mandatory requirements in place promoting an overall reduction scheme, in order for a project to result in nominal net increased GHG emissions.

Approach 2-based thresholds that capture larger portions of the new development GHG inventory (Thresholds 2.2 and 2.5) would promote growth that results in a smaller increase in GHG emissions; they may therefore be more supportable than thresholds that do not and that have a greater reliance on reductions in the existing economy (Thresholds

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2.3, 2.4, and 2.6), especially in the next three to five years. With an established cumulative context that demonstrates overall net reductions, all threshold approaches could be effective in ensuring growth and development that significantly mitigates GHG emissions growth in a manner that will allow the CARB to achieve the emission reductions necessary to meet AB 32 targets. In that respect, all of these thresholds are supported by substantial evidence.

Evaluation of Non-Zero Threshold Options

Overarching issues concerning threshold development are reviewed below. Where appropriate, different features or application of the two conceptual approaches and the various options for thresholds under each conceptual approach described above are analyzed. The screening evaluation is summarized in Tables 4 (Approach 1) and 5 (Approach 2). The summary tables rate each threshold for the issues discussed below based on the level of confidence (low, medium or high) ascribed by J&S. The confidence levels relate to whether a threshold could achieve a particular attribute, such as emission reduction effectiveness. For example, a low emission reduction effectiveness rating means the threshold is not expected to capture a relatively large portion of the new development inventory.

As described above, Threshold 2.7 is not included in this evaluation because the data to develop an efficiency-based threshold has not been reviewed at this time and because this threshold is not considered feasible as an interim approach until more detailed inventory information is available across the California economy.

<u>What is the GHG Emissions Effectiveness of Different Thresholds?</u>

Effectiveness was evaluated in terms of whether a threshold would capture a large portion of the GHG emissions inventory and thus require mitigation under CEQA to control such emissions within the larger framework of AB 32. In addition, effectiveness was also evaluated in terms of whether a threshold would require relatively more or less GHG emissions reductions from the existing economy verses new development. This is presumptive that gains from the existing economy (through retrofits, etc.) will be more difficult and inefficient relative to requirements for new development.

Approach 1-based thresholds that require equivalent reductions relative to business-as-usual (Thresholds 1.1, 1.3, and 1.4) for both the existing and new economy will be less effective than thresholds that support lower-GHG intensity new development (Approach 1.2). However, since Approach 1-based thresholds do not establish a quantitative threshold below which projects do not have to mitigate, the market capture for new development is complete.

Approach 2-based thresholds can be more or less effective at capturing substantial portions of the GHG inventory associated with new development depending on where the quantitative or qualitative thresholds are set. Lower thresholds will capture a broader range of projects and result in greater mitigation. Based on the review of project data for

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the select municipalities described in the Approach 2 section above, thresholds based on the CARB Reporting Threshold/Cap and Trade Entry Level (Threshold 2.4) or CEQA definitions of "Statewide, Regional or Areawide" projects (Threshold 2.6) will result in a limited capture of the GHG inventory. Lower quantitative or qualitative thresholds (Thresholds 2.1, 2.2 and 2.5) could result in capture of greater than 90 percent of new development.

Are the Different Thresholds Consistent with AB 32 and S-3-05?

Thresholds that require reductions compared to business-as-usual for all projects or for a large portion of new development would be consistent with regulatory mandates. In time, the required reductions will need to be adjusted from 2020 (AB 32) to 2050 (S-3-05) horizons, but conceptually broad identification of significance for projects would be consistent with both of these mandates. Thresholds that exclude a substantial portion of new development would likely not be consistent, unless it could be shown that other more effective means of GHG reductions have already been, or will be adopted, within a defined timeframe.

All Approach 1-based thresholds would be consistent with AB 32 and S-3-05 if it can be demonstrated that other regulations and programs are effective in achieving the necessary GHG reduction from the existing economy to meet the overall state goals.

Approach 2-based thresholds that include substantive parts of the new development GHG inventory (Thresholds 2.1, 2.2 and 2.5) will be more consistent with AB 32 and S-3-05 than those that do not (Thresholds 2.3, 2.4, and 2.6) unless it can be demonstrated that other regulations and programs are effective in achieving the necessary GHG reduction from the existing economy to meet the overall state goals.

What are the Uncertainties Associated with Different Thresholds?

All thresholds have medium to high uncertainties associated with them due to the uncertainty associated with the effectiveness of AB 32 implementation overall, the new character of GHG reduction strategies on a project basis, the immaturity of GHG reduction technologies or infrastructure (such as widespread biodiesel availability), and the uncertainty of GHG reduction effectiveness of certain technologies (such as scientific debate concerning the relative lifecycle GHG emissions of certain biofuels, for example).

In general, Approach 1-based thresholds have higher uncertainties than Approach 2 thresholds because they rely on a constantly changing definition of business-as-usual. Threshold 1.2, with its relatively smaller reliance on the existing economy for GHG reductions has relatively less uncertainty than other Approach 1 thresholds. Thresholds that spread mitigation more broadly (Thresholds 1.3 and 1.4) have less uncertainty by avoiding the need for every project to mitigate equally.

Approach 2 thresholds with lower quantitative (2.1 and 2.2) or qualitative (2.5) thresholds will have uncertainties associated with the ability to achieve GHG reductions

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from small to medium projects. Approach 2 thresholds with higher quantitative (2.3, 2.4) or qualitative (2.6) thresholds will have uncertainties associated with the ability to achieve relatively larger GHG reductions from the existing economy.

What are Other Advantages/Disadvantages of the Different Thresholds?

Thresholds with a single project metric (Thresholds 1.1, 1.2, 2.1, 2.2, 2.3, 2.4, 2.5, and 2.6) will be easier to apply to individual projects and more easily understood by project applicants and lead agencies broadly. Thresholds that spread mitigation across sectors (1.3) or regions (1.4), while simple in concept, will require adoption of more complicated cross-jurisdictional reduction plans or evaluation of broad sector-based trends in GHG intensity reduction over time. Approach 1 options would require all projects to quantify emissions in order to determine needed reductions relative to business-as-usual (which will change over time as described above). Concepts that are unit-based (Threshold 2.5 and 2.6) will not result in thresholds that have equal amount of GHG emissions, and thus equity issues may arise.

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Table 4: Non-Zero Threshold Evaluation Matrix – Approach 1

Approach 1	**1.1**	**1.2**	**1.3**	**1.4**
	28% - 33% Reduction from BAU by 2020 by Project	**50% Reduction from BAU by 2020 by Project**	**28% - 33% Reduction by 2020 by Sector**	**28% - 33% Reduction by 2020 by Region**
GHG Emissions Reduction Effectiveness	**Low** - Captures all new projects but relies on a high level of reductions from the existing economy.	**Medium** - Captures all new projects and has a more realistic level of reductions from the existing economy.	**Low** - Captures all new projects but relies on a high level of reductions from the existing economy.	**Low** - Captures all new projects but relies on a high level of reductions from the existing economy.
Economic Feasibility	**Low** - Some projects will not be able to afford this level of reduction without effective market-based mechanisms like offsets.	**Low** - Some projects will not be able to afford this level of reduction without effective market-based mechanisms like offsets.	**Medium** - Sectors as a whole will be better able to achieve reductions than individual projects.	**Low** - Some regions and newly developed areas may not be able to afford this level of reduction without effective market-based mechanisms like offsets.
Technical Feasibility	**Medium** - Some projects will not be able to achieve this level of reduction without effective market-based mechanisms like offsets	**Low** - Relatively larger set of projects will not be able to achieve this level of reduction without effective market-based mechanisms like offsets	**High** - Some projects will not be able to achieve this level of reduction without effective market-based mechanisms like offsets	**Medium** - Some regions and newly developed areas may not be able to afford this level of reduction without effective market-based mechanisms like offsets.
Logistical Feasibility	**Low** - Absent broader reductions strategies, each project may reinvent the wheel each time to achieve mandated reductions.	**Low** - Absent broader reductions strategies, each project may reinvent the wheel each time to achieve mandated reductions.	**Low** - Absent broader reductions strategies, each project may reinvent the wheel each time to achieve mandated reductions.	**Low** - Absent broader reductions strategies, each project may reinvent the wheel each time to achieve mandated reductions.
Consistency with AB-32 and S-03-05	**Medium** - Would require heavy reliance on command and control gains.	**High**	**Medium-High** - Would rely on command and control gains, but would allow sectoral flexibility.	**Medium-High** - Would rely on command and control gains, but would allow regional flexibility.
Cost Effectiveness	**Low** - Will require all types of projects to reduce the same regardless of the cost/ton of GHG reductions.	**Low** - Will require all types of projects to reduce the same regardless of the cost/ton of GHG reductions.	**Low/Medium** - Allows tradeoffs within sector between high and low cost reduction possibilities but not between sectors.	**Low/Medium** - Allows tradeoffs within region between high and low cost reduction possibilities, but not between regions.
Uncertainties	**High** - BAU changes over time. Ability to reduce GHG emissions from existing economy will take years to demonstrate. Ability to limit GHG emissions from other new development will take years to demonstrate.	**Medium/High** - BAU changes over time. Ability to limit GHG emissions from other new development will take years to demonstrate.	**High** - BAU changes over time. Ability to reduce GHG emissions from existing economy will take years to demonstrate. Ability to limit GHG emissions from other new development will take years to demonstrate.	**High** - BAU changes over time. Ability to reduce GHG emissions from existing economy will take years to demonstrate. Ability to limit GHG emissions from other new development will take years to demonstrate.
Other Advantages	Simple/easy to explain.	Simple/easy to explain.	Spreads mitigation broadly	Spreads mitigation broadly
Other Disadvantages	Requires all projects to quantify emissions.	Requires all projects to quantify emissions.	Requires all projects to quantify emissions.	Requires all projects to quantify emissions.

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Table 5: Non-Zero Threshold Evaluation Matrix – Approach 2

Approach 2	2.1	2.2	2.3	2.4	2.5	2.6
	Zero Threshold	**Quantitative (900 tons)**	**Quantitative CARB Reporting Threshold/Cap and Trade (25,000 tons/ 10,000 tons)**	**Quantitative Regulated Inventory Capture (~40,000 - 50,000 tons)**	**Qualitative Unit-Based Thresholds**	**Statewide, Regional or Areawide (CEQA Guidelines 15206(b)).**
GHG Emissions Reduction Effectiveness	**High** - Captures all sources.	**High** - Market capture at >90%. Captures diverse sources.	**Medium** - Moderate market capture.	**Low** - Low market capture.	**High** - Market capture at ~90%. Captures diverse sources; excl. smallest proj.	**Medium** - Moderate market capture. Excludes small and med. projects.
Economic Feasibility	**Low** - Early phases will be substantial change in BAU, esp. for smaller projects; may be infeasible to mitigate.	**Medium** - Early phases will be substantial change in BAU, esp. for smaller projects; may be infeasible to mitigate.	**High** - Large projects have greater ability to absorb cost.	**High** - Large projects have greater ability to absorb cost.	**Medium** - Early phases will be substantial change in BAU, esp. for smaller projects; may be infeasible to mitigate.	**High** - Large projects have greater ability to absorb cost.
Technical Feasibility	**Low** - Early phases will be substantial change in BAU, esp. for smaller projects; may be infeasible to mitigate.	**Medium** - Early phases will be substantial change in BAU, esp. for smaller projects; may be inefficient to mitigate.	**High** - Greater opportunities for multiple reduction approaches.	**High** - Greater opportunities for multiple reduction approaches.	**Medium** - Early phases will be substantial change in BAU, particularly for smaller projects may be inefficient to mitigate.	**High** - Greater opportunities for multiple reduction approaches.
Logistical Feasibility	**Low** - Unless fee or offset basis,very difficult to mitigate all projects.	**Medium** - BMPs broadly written to allow diversity; new req. will take time to integrate into new dev.	**High** - Less mitigation.	**High** - Less mitigation.	**Medium** - BMPs broadly written to allow diversity; new req. will take time to integrate into new dev.	**High** - Less mitigation.
Consistency with AB-32 and S-03-05	**High** - Market capture.	**High** - Market capture at >90%.	**Low** - Would rely on command and control success heavily.	**Low** - Would rely on command and control success heavily.	**Medium** - Need to demonstrate adequate market capture over time.	**Low** - Would rely on command and control success heavily.
Cost Effectiveness	**Low** - Will result in inefficient mitigation approaches. Efficiency will improve in time.	**Medium** - Emphasis is on new dev., req. for mitigation will result in inefficient mitigation approaches in early phases. Efficiency will improve in time.	**Medium** - Relies on command and control reductions for existing economy more heavily. With focus on larger projects, eff. of mitigation for new dev. high.	**Medium** - Relies on command and control reductions for existing economy more heavily. With focus on larger projects, eff. of mitigation for new dev. high.	**Medium** - Emphasis is on new dev.; req. for mitigation will result in inefficient mitigation approaches in early phases. Efficiency will improve in time.	**Medium** - Relies on command and control reductions for existing economy more heavily. With focus on larger projects, eff. of mitigation for new dev. high.
Uncertainties	**High** - Time to adapt for res. and comm.. sectors. Ability to mitigate without market-based mechanism for smaller projects unlikely.	**Medium/High** - Time to adapt for res. and comm.. sectors. Ability to mitigate without market-based mechanism for smaller projects uncertain.	**High** - Gains from command and control likely longer to be realized.	**High** - Gains from command and control likely longer to be realized.	**Medium/High** - Time to adapt for res. and comm.. sectors. Ability to mitigate without market-based mechanism for smaller projects uncertain.	**High** - Gains from command and control likely longer to be realized.
Other Advantages	Single threshold.	Single threshold. BMPs can be updated. Greenlist can be updated.	Single threshold. Does not change CEQA processing for most projects. CARB inventory = project inv.. All projects treated same.	Single threshold. Does not change CEQA processing for most projects. Follows established SIP practice.	BMPs can be updated. Greenlist can be updated. Unit-Based thresholds can be updated.	Existing guideline. Does not change CEQA processing for most projects. Endorsed by Cal. Chapter of the APA.
Other Disadvantages	Requires all projects to quantify emissions.	Requires nearly all projects to quantify emissions.			Sectoral projects have different GHG emis. Only largest projects to quantify emis.	Sectoral projects have different GHG emissions.

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Introduction

This chapter evaluates the availability of various analytical methods and modeling tools that can be applied to estimate the greenhouse gas emissions from different project types subject to CEQA. This chapter will also provide comments on the suitability of the methods and tools to accurately characterize a projects emissions and offer recommendations for the most favorable methodologies and tools available. Some sample projects will be run through the methodologies and modeling tools to demonstrate what a typical GHG analysis might look like for a lead agency to meet its CEQA obligations. The air districts retained the services of EDAW environmental consultants to assist with this effort.

Methodologies/Modeling Tools

There are wide varieties of discretionary projects that fall under the purview of CEQA. Projects can range from simple residential developments to complex expansions of petroleum refineries to land use or transportation planning documents. It is more probably than not, that a number of different methodologies would be required by any one project to estimate its direct and indirect GHG emissions. Table 10 contains a summary of numerous modeling tools that can be used to estimate GHG emissions associated with various emission sources for numerous types of project's subject to CEQA. The table also contains information about the models availability for public use, applicability, scope, data requirements and its advantages and disadvantages for estimating GHG emissions.

In general, there is currently not one model that is capable of estimating all of a project's direct and indirect GHG emissions. However, one of the models identified in Table 9 would probably be the most consistently used model to estimate a projects direct GHG emissions based on the majority of projects reviewed in the CEQA process. The Urban Emissions Model (URBEMIS) is designed to model emissions associated with development of urban land uses. URBEMIS attempts to summarize criteria air pollutants and CO_2 emissions that would occur during construction and operation of new development. URBEMIS is publicly available and already widely used by CEQA practitioners and air districts to evaluate criteria air pollutants emissions against air district-adopted significance thresholds. URBEMIS is developed and approved for statewide use by CARB. The administrative reasons for using URBEMIS are less important than the fact that this model would ensure consistency statewide in how CO_2 emissions are modeled and reported from various project types.

One of the shortfalls of URBEMIS is that the model does not contain emission factors for GHGs other than CO_2, except for methane (CH_4) from mobile-sources, which is converted to CO_2e. This may not be a major problem since CO_2 is the most important GHG from land development projects. Although the other GHGs have a higher global warming potential, a metric used to normalize other GHGs to CO_2e, they are emitted in far fewer quantities. URBEMIS does not calculate other GHG emissions associated with

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off-site waste disposal, wastewater treatment, emissions associated with goods and services consumed by the residents and workers supported by a project. Nor does URBEMIS calculate GHGs associated with consumption of energy produced off-site. (For that matter, URBEMIS does not report criteria air pollutant emissions from these sources either).

Importantly, URBEMIS does not fully account for interaction between land uses in its estimation of mobile source operational emissions. Vehicle trip rates are defaults derived from the Institute of Transportation Engineers trip generation manuals. The trip rates are widely used and are generally considered worst-case or conservative. URBEMIS does not reflect "internalization" of trips between land uses, or in other words, the concept that a residential trip and a commercial trip are quite possibly the same trip, and, thus, URBEMIS counts the trips separately. There are some internal correction settings that the modeler can select in URBEMIS to correct for "double counting"; however, a project-specific "double-counting correction" is often not available. URBEMIS does allow the user to overwrite the default trip rates and characteristics with more project-specific data from a traffic study prepared for a project.

Residential, Commercial, Mixed-Use Type Projects/ Specific Plans

Direct Emissions

URBEMIS can be used to conduct a project-specific model run and obtain CO_2e emissions for area and mobile sources from the project, and convert to metric tons CO_2e. When a project-specific traffic study is not available, the user should consult with their local air district for guidance. Many air district staff are experienced practitioners of URBEMIS and can advise the lead agency or the modeler on how to best tailor URBEMIS default input parameters to conduct a project-specific model run. When a traffic study has been prepared for the project, the user must overwrite default trip length and trip rates in URBEMIS to match the total number of trips and vehicle miles traveled (VMT) contained in the traffic study to successfully conduct a project-specific model run. URBEMIS is recommended as a calculation tool to combine the transportation study (if available) and EMFAC emission factors for mobile-sources. Use of a project-specific traffic study gets around the main shortfall of URBEMIS: the lack of trip internalization. URBEMIS also provides the added feature of quantifying direct area-source GHG emissions.

Important steps for running URBEMIS

1. Without a traffic study prepared for the project, the user should consult with the local air district for direction on which default options should be used in the modeling exercise. Some air districts have recommendations in the CEQA guidelines.

2. If a traffic study was prepared specifically for the project, the following information must be provided:

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a. Total number of average daily vehicle trips *or* trip-generation rates by land use type per number of units; and,

b. Average VMT per residential *and* nonresidential trip.

c. The user overwrites the "Trip Rate (per day)" fields for each land use in URBEMIS such that the resultant "Total Trips" and the "Total VMT" match the number of total trips and total VMT contained in the traffic study.

d. Overwrite "Trip Length" fields for residential and nonresidential trips in UBEMIS with the project-specific lengths obtained form the traffic study.

3. Calculate results and obtain the CO_2 emissions from the URBEMIS output file (units of tons per year [TPY]).

Indirect Emissions

URBEMIS does estimate indirect emissions from landscape maintenance equipment, hot water heaters, etc. URBEMIS does not however, provide modeled emissions from indirect sources of emissions, such as those emissions that would occur off-site at utility providers associated with the project's energy demands. The California Climate Action Registry (CCAR) Protocol v.2.2 includes methodology, which could be used to quantify and disclose a project's increase in indirect GHG emissions from energy use. Some assumptions must be made for electrical demand per household or per square foot of commercial space, and would vary based on size, orientation, and various attributes of a given structure. An average rate of electrical consumption for residential uses is 7,000 kilowatt hours per year per household and 16,750 kilowatt hours per thousand square feet of commercial floor space. Commercial floor space includes offices, retail uses, warehouses, and schools. These values have been increasing steadily over the last 20 years. Energy consumption from residential uses has increased due to factors such as construction and occupation of larger homes, prices of electricity and natural gas, and increased personal income allowing residents to purchase more electronic appliances. Commercial energy consumption is linked to factors such as vacancy rates, population, and sales.

The modeler will look up the estimated energy consumption for the project's proposed land uses under year of project buildout, or use the values given in the previous paragraph for a general estimate. The CCAR Protocol contains emission factors for CO_2, CH_4, and nitrous oxide. The "CALI" region grid serves most of the State of California. If a user has information about a specific utility provider's contribution from renewable sources, the protocol contains methodology to reflect that, rather than relying on the statewide average grid. The incremental increase in energy production associated with project operation should be accounted for in the project's total GHG emissions for inclusion in the environmental document.

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The incremental increase in energy production associated with project operation should be accounted for in the project's total GHG emissions, but it should be noted that these emissions would be closely controlled by stationary-source control-based regulations and additional regulations are expected under AB 32. However, in the interest of disclosing project-generated GHG emissions and mitigating to the extent feasible, the indirect emissions from off-site electricity generation can be easily calculated for inclusion in the environmental document.

Example Project Estimates for GHG Emissions

Residential Project

Project Attributes:

- 68 detached dwelling units
- 15.9 acres
- 179 residents
- 0 jobs
- Located in unincorporated Placer County (PCAPCD jurisdiction)
- Analysis year 2009

As shown in Table 6, the project's direct GHG emissions per service population (SP) would be approximately 8 metric tons CO_2e/SP/year.

Table 6: Residential Project Example GHG Emissions Estimates

URBEMIS Output (Project Specific)	Metric Tons/Year CO_2e	Demographic Data	
Area-source emissions	251	Residents	179
Mobile-source emissions	1,044	Jobs	0
Indirect emissions (from CCAR Protocol)	174		
Total operational emissions	**1,469**	Service population	179
Operational emissions/SP	**8.2**		

Notes:
CO_2e = carbon dioxide equivalent; CCAR = California Climate Action Registry; SP = service population(see definition of service population below in discussion of Normalization/Service Population Metric).

Sources: EDAW 2007, ARB 2007b, CCAR 2007, CEC 2000

Commercial Project

Project Attributes:

- Free Standing Discount Superstore: 241 thousand square feet (ksf)
- 0 residents

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- 400 jobs
- Located in the San Joaquin Valley Air Pollution Control District's (SJVAPCD) jurisdiction
- Analysis year 2009

Table 7: Commercial Project Example GHG Emissions Estimates

URBEMIS Output (Project Specific)	Metric Tons/Year CO_2e	Demographic Data	
Area-source emissions	464	Residents	0
Mobile-source emissions	13,889	Jobs	400
Indirect emissions (from CCAR Protocol)	1,477		
Total operational emissions	**15,830**	Service population	400
Operational emissions/SP	**39.6**		

Notes:
CO_2e = carbon dioxide equivalent; CCAR = California Climate Action Registry; SP = service population (see definition of service population below in discussion of Normalization/Service Population Metric).

Sources: EDAW 2007, ARB 2007b, CCAR 2007, CEC 2000

Specific Plan

If used traditionally with default trip rates and lengths, rather than project-specific (Traffic Analysis Zone-specific) trip rates and lengths, URBEMIS does not work well for specific plan or general plan-sized projects with multiple land use types proposed. However, in all instances, projects of these sizes (several hundred or thousand acres) would be accompanied by a traffic study. Thus, for large planning-level projects, URBEMIS can be used as a calculation tool to easily obtain project-specific mobile-source emissions. The user should follow the steps discussed above; wherein he/she overwrites the default ITE trip rates for each land use type with that needed to make total VMT match that contained in the traffic study. The URBEMIS interface is a simple calculator to combine the traffic study and EMFAC emissions factors for mobile-source CO_2.

Project Attributes:

- 985 acres
- Total dwelling units: 5,634
- Commercial/Mixed Use: 429 ksf
- Educational: 2,565 ksf
- 14,648 residents
- 3,743 jobs
- Located in Sacramento County (SMAQMD jurisdiction)
- Analysis year 2009

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Table 8: Specific Plan Example GHG Emissions Estimates

URBEMIS Output (Project Specific)	Metric Tons/Year CO_2e	Demographic Data	
Area-source emissions	23,273	Residents	14,648
Mobile-source emissions	73,691	Jobs	3,743
Indirect emissions (from CCAR Protocol)	32,744		
Total operational emissions	**129,708**	Service population	18,391
Operational emissions/SP	**7.1**		

Notes:
CO_2e = carbon dioxide equivalent; CCAR = California Climate Action Registry; SP = service population (see definition of service population below in discussion of Normalization/Service Population Metric).

Sources: EDAW 2007, ARB 2007b, CCAR 2007, CEC 2000

The specific plan example, when compared to the residential or commercial examples, illustrates the benefit of a mixed-use development when you look at CO_2e emissions per resident or job (service population) metric (see definition of service population below in discussion of Normalization/Service Population Metric). Though this particular specific plan is not an example of a true jobs/housing balance, the trend is clear: accommodating residents and jobs in a project is more efficient than residents or jobs alone.

Stationary- and Area-Source Project Types

GHG emissions from stationary or area sources that require a permit to operate from the air district also contain both direct and indirect sources of emissions. Examples of these types of sources would be fossil fuel power plants, cement plants, landfills, wastewater treatment plants, gas stations, dry cleaners and industrial boilers. All air districts have established procedures and methodologies for projects subject to air district permits to calculate their regulated pollutants. It is anticipated that these same procedures and methodologies could be extended to estimate a permitted facility's GHG calculations. For stationary and area sources that do not require air district permits, the same methodologies used for permitted sources could be used in addition to URBEMIS and CCAR GRP to calculate GHG emissions from these facilities.

Wastewater Treatment Facilities

Direct GHG emissions associated with a proposed waste water treatment plant can be calculated using AP-42 emission factors from Chapter 4.3.5 Evaporative Loss Sources: Waste Water-Greenhouse Gases and the CCAR methodology. In general, most wastewater operations recover CH_4 for energy, or use a flare to convert the CH_4 to CO_2. There are many types of wastewater treatment processes and the potential for GHG emissions from different types of plants varies substantially. There is not one standard set of emission factors that could be used to quantify GHG emissions for a state

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"average" treatment plant. Thus, research will need to be conducted on a case-by-case basis to determine the "Fraction Anaerobically Digested" which is a function of the type of treatment process. Indirect emissions from these facilities can be calculated using the CCAR energy use protocols and URBEMIS model for transportation emissions.

Solid Waste Disposal Facilities

Air districts will have emission estimate methodologies established for methane emissions at permitted landfills. In addition, EPA's Landfill Gas Emissions Model (LandGem) and the CCAR methodology could also be used to quantify GHG emissions from landfill off gassing; however, this model requires substantial detail be input. The model uses a decomposition rate equation, where the rate of decay is dependent on the quantity of waste in place and the rate of change over time. This modeling tool is free to the public, but substantial project detail about the operation of the landfill is needed to run the model. Indirect emissions from these facilities can be calculated using the CCAR energy use protocols and URBEMIS model for transportation emissions.

Construction Emissions

GHG emissions would occur during project construction, over a finite time. In addition, a project could result in the loss of GHG sequestration opportunity due primarily to the vegetation removed for construction. URBEMIS should be used to quantify the mass of CO_2 that would occur during the construction of a project for land development projects. Some construction projects would occur over an extended period (up to 20–30 years on a planning horizon for general plan buildout, or 5–10 years to construct a dam, for example). OFFROAD emission factors are contained in URBEMIS for CO_2 emissions from construction equipment. For other types of construction projects, such as roadway construction projects or levee improvement projects, SMAQMD's spreadsheet modeling tool, the Road Construction Emissions Model (RoadMod), should be used. This tool is currently being updated to include CO_2 emissions factors from OFFROAD.

The full life-cycle of GHG emissions from construction activities is not accounted for in the modeling tools available, and the information needed to characterize GHG emissions from manufacture, transport, and end-of-life of construction materials would be speculative at the CEQA analysis level. The emissions disclosed will be from construction equipment and worker commutes during the duration of construction activities. Thus, the mass emissions in units of metric tons CO_2e/year should be reported in the environmental document as new emissions.

General Plans

In the short-term, URBEMIS can be used as a calculation tool to model GHG emissions from proposed general plans, but only if data from the traffic study is incorporated into model input. The same methodology applied above in the specific plan example applies to general plans. The CCAR GRP can be used to approximate indirect emissions from

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increased energy consumption associated with the proposed plan area. The same models and methodologies discussed previously for wastewater, water supply and solid waste would be used to estimate indirect emissions resulting from buildout of the general plan.

In the longer-term, more complex modeling tools are needed, which would integrate GHG emission sources from land use interaction, such as I-PLACE^{3}S or CTG Energetics' Sustainable Communities Custom Model attempt to do. These models are not currently available to the public and only have applicability in certain areas of the state. It is important that a tool with statewide applicability be used to allow for consistency in project treatment, consideration, and approval under CEQA.

Scenarios

At the general plan level, the baseline used for analyzing most environmental impacts of a general plan update is typically no different from the baseline for other projects. The baseline for most impacts represents the existing conditions, normally on the date the Notice of Preparation is released. Several comparative scenarios could be relevant, depending on the exact methodological approach and significance criteria used for GHG assessment:

- Existing Conditions. The GHG emissions associated with the existing, on-the-ground conditions within the planning area.

- 1990 conditions. The GHG emissions associated with the general plan area in 1990. This is relevant due to the state's AB 32 GHG emission reduction goals' benchmark year of 1990. The GHG-efficiency of 1990 development patterns could be compared to that of the general plan buildout.

- Buildout of the Existing General Plan. The GHG emissions associated with buildout of the existing general plan (without the subject update). This is the no project alternative for the purposes of general plan CEQA analysis.

- Buildout of the Updated General Plan. The GHG emissions associated with buildout of the general plan, as proposed as a part of the subject update. This would include analysis of any changes included as a part of the general plan update for the existing developed portions of the planning area. Many communities include redevelopment and revitalization strategies as a part of the general plan update. The general plan EIR can include assumptions regarding what level and type of land use change could be facilitated by infill and redevelopment. Many jurisdictions wish to provide future projects consistent with these land use change assumptions with some environmental review streamlining. In addition, many communities include transit expansions, pedestrian/bicycle pathway improvements, multi-modal facility construction, travel demand policies, energy efficiency policies, or other measures that could apply to the existing developed area, just as they may apply to any new growth

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areas. Such policies could affect the overall GHG emissions of the built out general plan area.

- Increment between Buildout of Updated General Plan and Existing General Plan Area. There are many important considerations associated with the characterization of the impact of the General Plan update. The actual GHG emissions impact could be described as the difference between buildout under the existing and proposed land use plan (No-Build Alternative). However, the courts have held that an EIR should also analyze the difference between the proposed General Plan and the existing environment (*Environmental Planning & Information Council v. County of El Dorado* (EPIC) (1982) 131 Cal.App.3d 350). At the General Plan level, over the course of buildout, some new land uses are introduced, which could potentially add operational GHG emissions and potentially remove existing sequestration potential. Some properties become vacant and are not redeveloped. Other properties become vacant and then are redeveloped. Communities cannot pretend to understand fully in advance each component of land use change. The programmatic document is the preferred method of environmental analysis. Through this programmatic framework, communities develop buildout assumptions as a part of the General Plan that are normally used as a basis of environmental analysis. For certain aspects of the impact analysis, it becomes important not just to understand how much "new stuff" could be accommodated under the updated General Plan, but also the altered interactions between both "new" and "existing" land uses within the planning area. As addressed elsewhere, there are tools available for use in understanding land use/transportation interactions at the General Plan level. Without the GHG targets established by AB 32, a simple mass comparison of existing conditions to General Plan buildout might be appropriate.

However, within the current legal context, the GHG efficiency of the updated General Plan becomes the focus of analysis. Some options in this regard include:

- Estimate the GHG emissions associated with all the land uses included within the planning area upon buildout of the General Plan using no project specific information (regional, countywide, or statewide defaults). Estimate GHG emissions using project specific information from the transportation engineer, transportation demand policies, community design elements, energy efficiency requirements, wastewater treatment and other public infrastructure design changes, and other components. Compare these two calculations. Is the second calculation reduced by the percent needed to meet AB 32 goals compared to the first calculation?

- Estimate the GHG emissions associated with the 1990 planning area and the per-capita or per-service population GHG associated with the 1990 planning area. (Many communities are establishing GHG inventories using different tools). Estimate the GHG emissions associated with buildout of the proposed General Plan update and the resulting per-capita or per-service population GHG

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emissions. Compare the two calculations. Is the General Plan buildout per-capita or per-service population level greater than the 1990 estimate?

Example General Plan Update: Proposed new growth area

Project Attributes:

- 10,050 single family dwelling units
- 652 multi-family dwelling units
- 136 acres parks
- 2,047 ksf commercial (regional shopping center)
- 2,113 ksf office
- 383 acres industrial park
- 31,293 new residents
- 4,945 new jobs
- Located in Stanislaus County (SJVAPCD jurisdiction)
- Analysis year 2025

Table 9: General Plan Example GHG Emissions Estimates

URBEMIS Output (Project Specific)	Metric CO_2e Tons/Year	Demographic Data	
Construction emissions	12,083*	Residents	31,293
Area-source emissions	45,708		
Mobile-source emissions	263,954	Jobs	4,945
Indirect emissions (from CCAR Protocol)	78,385		
Total operational emissions	**388,046**	Service population	36,238
Operational emissions/SP	**10.7**		

* Approximately 241,656 metric tons CO_2e total at general plan buildout (assumes 20-year buildout period). Construction emissions were not included in total operational emissions.
Notes:
CO_2e = carbon dioxide equivalent; CCAR = California Climate Action Registry; SP = service population (see definition of service population below in discussion of Normalization/Service Population Metric).
Sources: EDAW 2007, ARB 2007b, CCAR 2007, CEC 2000

Due to the programmatic level of analysis that often occurs at the general plan level, and potential for many relevant GHG emission quantities, it could be preferable to use a qualitative approach. Such an analysis could address the presence of GHG-reducing policy language in the general plan.

Three possible tiers of approaches to addressing GHG mitigation strategies, either as general plan policy, general plan EIR mitigation measures, or both, include:

- Forward planning
- Project toolbox
- Defer to GHG reductions plan

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The three basic approaches are described below.

1. Bring reduction strategies into the plan itself. The most effective way for local jurisdictions to achieve GHG emissions reductions in the medium- and long-term is through land use and transportation policies that are built directly into the community planning document. This involves creating land use diagrams and circulation diagrams, along with corresponding descriptive standards, that enable and encourage alternatives to travel and goods movement via cars and trucks. The land use and circulation diagrams provide a general framework for a community where people can conduct their everyday business without necessarily using their cars. The overall community layout expressed as a part of the land use and circulation diagrams is accompanied by a policy and regulatory scheme designed to achieve this community layout. Impact fees, public agency spending, regulations, administrative procedures, incentives, and other techniques are designed to facilitate land use change consistent with the communities' overall vision, as expressed in policy and in the land use diagram. There are many widely used design principles that can be depicted in land use and circulation diagrams and implemented according to narrative objectives, standards, and policies:

- Connectivity. A finely-connected transportation network shortens trip lengths and creates the framework for a community where homes and destinations can be placed close in proximity and along direct routes. A hierarchical or circuitous transportation network can increase trip lengths and create obstacles for walking, bicycling, and transit access. This policy language would likely be found in the Circulation Element.

- Compactness. Compact development, by its nature, can increase the efficiency of infrastructure provision and enable travel modes other than the car. If communities can place the same level of activity in a smaller space, GHG emissions would be reduced concurrently with VMT and avoid unnecessary conversion of open space. This policy language would likely be found in the Land Use Element.

- Diversity. Multiple land use types mixed in proximity around central "nodes" of higher-activity land uses can accommodate travel through means other than a car. The character and overall design of this land use mix is, of course, different from community to community. This policy language would likely be found in the Land Use Element.

- Facilities. Pedestrian, bicycle, and public transportation improvements, planning, and programming are sometimes an afterthought. To get a more GHG-efficient mode share, safe and convenient bike lanes, pedestrian pathways, transit shelters, and other facilities are required to be planned along with the vehicular travel network. This policy language would likely be found in the Circulation Element.

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- Redevelopment. One way to avoid GHG emissions is to facilitate more efficient and economic use of the lands in already-developed portions of a community. Reinvestment in existing neighborhoods and retrofit of existing buildings is appreciably more GHG efficient than greenfield development, and can even result in a net reduction in GHG emissions. This policy language would likely be found in the Conservation or Land Use Element.

- Housing and Employment. Most communities assess current and future economic prospects along with long-range land use planning. Part of the objective for many communities is to encourage the coalescence of a labor force with locally available and appropriate job opportunities. This concept is best known as "jobs-housing balance." This policy language would likely be found in the Housing Element.

- Planning Level Versus Project Level. For transportation-related GHG emissions that local governments can mitigate through land use entitlement authority, the overall community land use strategy and the overall transportation network are the most fruitful areas of focus. The reduction capacity of project-specific mitigation measures is greatly limited if supportive land use and transportation policies are lacking at the community planning level. The regional economic context, of course, provides an important backdrop for land use and transportation policy to address GHG emissions. Within this context, the general plan is the readily available tool for local governments to establish such land use and transportation strategies. This policy language would likely be found in the Land Use and Circulation Elements.

- Shipping Mode Shift. Locate shipping-intensive land uses in areas with rail access. Some modes of shipping are more GHG-intensive than others. Rail, for example, requires only about 15 to 25 percent of the energy used by trucks to ship freight equivalent distances and involves reduced transportation-related GHG emissions. Cities and counties have little direct control over the method of shipment that any business may choose. Nevertheless, as a part of the general planning process, cities and counties can address constraints on the use of rail for transporting goods. This policy language would likely be found in the Land Use and Circulation Elements.

2. Provide a "toolbox" of strategies after the project site has been selected. In addition to the examples of design principles that are built into the community planning process, communities can offer project applicants a range of tools to reduce GHG emissions. Mitigation strategies are elaborated in detail in Chapter 9.

3. Defer to General Plan implementation measure. Develop and implement a GHG Emissions Reduction Plan. Another option for local governments would be development of an implementation measure as a part of the general plan that outlines an enforceable GHG reduction program. Perhaps the most well known example of this approach is the result of California's Attorney General settlement of the lawsuit brought against San

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Bernardino County. The County has agreed to create a 1990 GHG inventory and develop measures to reduce such emissions according to the state's overall goals. Other communities have pursued similar programs (i.e., the City of San Diego, Marin County). Along with the inventories, targets, and example reduction measures, these programs would include quantitative standards for new development; targets for reductions from retrofitting existing development; targets for government operations; fee and spending program for GHG reduction programs; monitoring and reporting; and other elements. The local government itself should serve as a model for GHG reduction plan implementation, by inventorying emissions from government operations and achieving emission reductions in accordance with the plan's standards. An optional climate change element could be added to contain goals, policies, and this implementation strategy, or this could belong in an optional air quality element.

Other Project Types

Air District Rules, Regulations and Air Quality Plans

Air district air quality plans, rules and regulations could have the potential to increase or decrease GHG emissions within their respective jurisdiction. In general, air district air quality plans, rules and regulations act to reduce ozone precursors, criteria air pollutant and toxic air contaminant emissions, which would almost always act to reduce GHG emissions simultaneously. However, this may not always be the case.

Air Quality Plans

Air districts will have to include GHG emissions analysis as part of their criteria air pollutant and toxic air contaminant air pollutant analysis when considering the adoption of air quality plans and their subsequent rules and regulations needed to implement the plans. Multiple models and methodologies will be needed to accomplish this analysis.

Regional Transportation Plans

Regional transportation plans would also need to be evaluated on a case-by-case basis to determine if a net increase or decrease in GHG emissions would occur. Complex interactions between the roadway network, operating conditions, alternative transportation availability (such as public transit, bicycle pathways, and pedestrian infrastructure), and many other independent parameters specific to a region should be considered. Regional transportation models exist to estimate vehicular emissions associated with regional transportation plans, which includes the ability to estimate GHG emissions.

Normalization/Service Population Metric

The above methodology would provide an estimate of the mass GHG emissions generated by a proposed project, which could be compared to a mass emission threshold. EDAW developed a methodology that would measure a project's overall GHG efficiency

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in order to determine if a project is more efficient than the existing statewide average for per capita GHG emissions. The following steps could be employed to estimate the GHG-"efficiency," which may be more directly correlated to the project's ability to help obtain objectives outlined in AB 32, although it relies on establishment of an efficiency-based significance threshold. The subcommittee believes this methodology may eventually be appropriate to evaluate the long-term GHG emissions from a project in the context of meeting AB 32 goals. However, this methodology will need substantially more work and is not considered viable for the interim guidance presented in this white paper.

- Divide the total operational GHG emissions by the Service Population (SP) supported by the project (where SP is defined as the sum of the number of residents and the number of jobs supported by the project). This value should be compared to that of the projected statewide GHG emissions inventory from the applicable end-use sectors (electricity generation, residential, commercial/institutional, and mobile-source) in 1990 divided by the projected statewide SP for the year 2020 (i.e., AB 32 requirements), to determine if the project would conflict with legislative goals.

    - If the project's operational GHG/SP falls below AB 32 requirements, then the project's GHG emissions are less than cumulatively considerable.

    - If the project's operational GHG/SP exceed AB 32 requirements (a substantial contribution), then the project's GHG emissions would conflict with legislative requirements, and the impact would be cumulatively considerable and mitigation would be required where feasible.

- New stationary and area sources/facilities: calculate GHG emissions using the CCAR GRP. All GHG emissions associated with new stationary or area sources should be treated as a net increase in emissions, and if deemed significant, should be mitigated where feasible.

- Road or levee construction projects or other construction-only projects: calculate GHG emissions using the RoadMod, which will be updated to contain GHG emission factors from EMFAC and OFFROAD. All construction-generated GHG emissions should be treated as a net increase, and if deemed significant, should be mitigated to the extent feasible.

- Air District rulemaking or air quality management plan-type projects should be evaluated on a case-by-case basis for secondary impacts of increased GHG emissions generation. In most cases, the types of projects that act to reduce regional air pollution simultaneously act to reduce GHG emissions, and would be beneficial, but should be evaluated for secondary effects from GHG emissions.

- Regional transportation plans should also be evaluated on a case-by-case basis for potential to either reduce or increase GHG emissions from the transportation sector. EMFAC can be utilized to determine the net change in GHG emissions

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associated with projected vehicle VMT and from operating speed changes associated with additional or alleviated congestion.

To achieve the goals of AB 32, which are tied to GHG emission rates of specific benchmark years (i.e., 1990), California would have to achieve a lower rate of emissions per unit of population and per unit of economic activity than it has now. Further, in order to accommodate future population and economic growth, the state would have to achieve an even lower rate of emissions per unit than was generated in 1990. (The goal to achieve 1990 quantities of GHG emissions by 2020 means that this will need to be accomplished in light of 30 years of population and economic growth in place beyond 1990.) Thus, future planning efforts that would not encourage new development to achieve its fair share of reductions in GHG emissions would conflict with the spirit of the policy decisions contained in AB 32, thus impeding California's ability to comply with the mandate.

Thus, if a statewide context for GHG emissions were pursued, any net increase in GHG emissions within state boundaries would be considered "new" emissions. For example, a land development project, such as a specific plan, does not necessarily create "new" emitters of GHG, but would theoretically accommodate a greater number of residents in the state. Some of the residents that move to the project could already be California residents, while some may be from out of state (or would 'take the place' of in-state residents who 'vacate' their current residences to move to the new project). Some may also be associated with new births over deaths (net population growth) in the state. The out-of-state residents would be contributing new emissions in a statewide context, but would not necessarily be generating new emissions in a global context. Given the California context established by AB 32, the project would need to accommodate an increase in population in a manner that would not inhibit the state's ability to achieve the goals of lower total mass of emissions.

The average net influx of new residents to California is approximately 1.4 percent per year (this value represents the net increase in population, including the net contribution from births and deaths). With population growth, California also anticipates economic growth. Average statewide employment has grown by approximately 1.1 percent over the last 15 years. The average percentage of population employed over the last 15 years is 46 percent. Population is expected to continue growing at a projected rate of approximately 1.5 percent per year through 2050. Long-range employment projection data is not available from the California Department of Finance (DOF) and can be extrapolated in different ways (e.g., linear extrapolation by percentage rate of change, percentage of population employed, mathematical series expansion, more complex extrapolation based on further research of demographic projections such as age distribution). Further study would be needed to refine accurate employment projections from the present to 2050. For developing this framework, employment is assumed to have a constant proportionate relationship with the state's population. The projected number of jobs is assumed to be roughly 46 percent of the projected population.

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In light of the statewide context established by California law, consistency is most important for evaluating GHG emissions from projects. Thus, URBEMIS and the CCAR GRP are the recommended tools for quantification of GHG emissions from most project types in the short term. Over the long term, more sophisticated models that integrate the relationship between GHG emissions and land use, transportation, energy, water, waste, and other resources, and have similar application statewide would have better application to the problem, but may not currently be as accessible or as easily operable. I-PLACE^{3}S and CTG Energetics' Sustainable Communities Model (SCM) are two examples of such models that contain emission factors for GHGs, which could be refined to have applicability statewide and made available to CEQA practitioners. Other models are likely to be developed, given the importance of this issue.

Short-Term and Long-Term Methodologies

The following tools can be used to quantify a project's GHG emissions until tools that are more comprehensive become available statewide:

1. Land development projects: URBEMIS 2007 v. 9.2 and the CCAR GRP v. 2.2 (short-term); further development of I-PLACE^{3}S or CTG's Sustainable Communities Model (long-term).
2. New stationary and area sources/facilities: AP-42 Chapter 4.3, LandGem v. 3.02, and/or CCAR GRP v. 2.2.
3. Road or levee construction projects or other construction-only projects: RoadMod/OFFROAD 2007.

Ideally, I-PLACE^{3}S or CTG's Sustainable Communities Model would be expanded to apply to all regions of the state. These types of models use an integrated approach, which is the best approach for reasonably approximating the emissions that result from interaction between land uses, but neither is available to the public and would create consistency problems in reporting emissions from projects across the state if these were used today. However, a similar model with statewide applicability will likely be developed due to the importance of the issue.Table 10 Summary of Modeling Tools for Estimating GHG Emissions and Project Applicability

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Table 10: Summary of Modeling Tools for GHG Emissions

Method/Tool Description	Availability	Applicability	Scope	Ease of Use	Data Input (Requirements and Guidance)	Data Output	Recommendation Comments	Advantages/ Disadvantages
URBEMIS 2007	*Public domain -Download (www.urbemis.com) free of charge*	*Land development and construction projects (construction, mobile- and area-source emissions)*	*Local*	*Fairly Easy*	*Land use information, construction and operational data and assumptions (e.g., jurisdiction, acres of land use type, year of operation, etc.)*	*Mobile-source Construction & Operational CO_2 (lb/day or tons/year)*	*-Recommended for land use development and construction projects -Also recommended for net change in land use (zoning changes)*	*-Does not quantify indirect emissions from energy consumption or other GHGs (except methane from mobile-sources) -Free, available to public, and applicable statewide -Widely used for assessment of other air quality impacts*
California Climate Action Registry General Reporting Protocol v. 2.2	*Public guidance document*	*Indirect emissions from land development projects, stationary- and area-source facilities regulated under AB 32*	*State*	*Easy*	*Energy consumption*	*CO_2e (Metric tons/year)*	*-Recommended for indirect emissions from energy consumption for land use development projects, and for new stationary- or area- sources to be regulated*	*-Contains emission factors for CH_4 and N_2O in addition to CO_2 -Does not contain emission factors broken down by utility provider (statewide average grid only)*
Clean Air and Climate Projection (CACP) Software	*Public agencies (members of ICLEI, NACAA, or similar)*	*Local governments used for emissions inventories*	*Local*	*N/A*	*Energy usage, waste generation/disposal transportation*	*CO_2e (tons/year)*	*-Recommended for inventories of local government entities activities (must be a member of affiliated agency or group)*	*-Not available to public*
CTG Sustainable Communities Model	*Custom model*	*Land development*	*Regional, scalable*	*N/A*	*Land use information, operational (mobile, energy, economic, infrastructure) assumptions*	*CO_2e (tons/year)*	*-An integrated and comprehensive modeling tool, but cannot obtain*	*-Not available to public*

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Method/Tool Description	Availability	Applicability	Scope	Ease of Use	Data Input (Requirements and Guidance)	Data Output	Recommendation Comments	Advantages/ Disadvantages
I-PLACE^{3}S	*Access fee through local COG* *Only available for eight California counties*	*Land use change*	*Regional, scalable*	*Fairly Easy*	*Parcel information*	*CO_2 (lb/day or tons/year)*	*-Recommended for land use development projects and land use changes* *-Especially good for general plans*	*-Not freely available to public* *-Not applicable statewide* *-Actually provides insight into land use interaction* *-Can include very specific project attributes* *-Trip rates are from behavioral survey data, instead of ITE*
EMFAC 2007	*Public domain*	*On-road mobile-sources*	*Statewide, regional*	*Fairly Easy*	*Vehicle fleet information*	*CO_2 (grams/mile)*	*-Not recommended for most projects (URBEMIS preferred)* *-Could be used for certain Air District Rulemaking applications*	*-Can compare emissions based on speed-distribution* *-Emission factors contained in URBEMIS* *-Not a stand-alone model*
OFFROAD 2007	*Public domain*	*Off-road mobile sources (construction equipment)*	*Statewide, regional*	*Fairly Easy*	*Construction fleet information*	*CO_2 (lb/day)*	*-Not recommended (URBEMIS preferred)* *-could be used for certain Air District Rulemaking applications (re: construction equipment)*	*-Emission factors contained in URBEMIS*
RoadMod (to be updated to include CO_2)	*Public domain*	*Off-road and on-road mobile sources (construction equipment and material haul trucks)*	*Statewide*	*Easy*	*Construction information*	*CO_2 (lb/day or tons/project)*	*-Recommended for construction-only projects (linear in nature; i.e., levees, roads, pipelines)*	*-To be updated to support emissions factors from OFFROAD 2007*

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Method/Tool Description	Availability	Applicability	Scope	Ease of Use	Data Input (Requirements and Guidance)	Data Output	Recommendation Comments	Advantages/ Disadvantages
DTIM	*Public domain*	*On-road mobile-sources*	*Statewide, regional*	*Difficult (consists of a series of three programs and requires input files from traffic and emissions modeling)*	*-EMFAC files* *-Traffic model output files (e.g., link, interzonal, and trip end data)* *-User options file* *-Optional files*	*CO_2 (tons/year)*	*-Not recommended*	*-Not updated to support EMFAC 2007 emission factors* *-Input files include output files from regional transportation models which more accurately reflect VMT*
Southeast Climate Change Partnership Spreadsheet Model (UK)	*Public domain http://www.climatesoutheast.org.uk/*	*UK Local government/ agencies/ organizations used for emissions inventories*	*Local, county, regional*	*Fairly easy*	*Energy usage, waste generation/disposal, transportation*	*CO_2 (tonnes/year)*	*-Not recommended for use in California, but could be a valuable source for building an applicable spreadsheet model*	*-Applicability for UK, but could be updated with CA-specific emission factors*
EPA AP-42; Evaporation Loss Sources Chapter 4.3.5	*Public reference document*	*GHG emissions from waste water treatment facilities*	*Facility level*	*Easy equation; substantial research needed to use*	*Biochemical oxygen demand (BOD) loading, Fraction anaerobically digested*	*CH4 (lb/year)*	*-Recommended for Publicly owned treatment works (POTW) projects*	*-Substantial research needed to determine the "fraction anaerobically digested" parameter, which is dependent on the type of treatment plant/process*
LandGem v. 3.02	*Public domain http://www.epa.gov/ttn/catc/dir1/landgem-v302.xls*	*GHG emissions from anaerobic decomposition associated with landfills*	*Facility Level*	*Moderate*	*Solid waste processing, year of analysis, lifetime of waste in place*	*CO_2, CH_4 (Mega grams/year)*	*-Recommended for landfill emissions*	*-Emission rates change dependent on years of decomposition, waste in place rates of change.* *-Complex decomposition rate equation, but good first approximation*

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Method/Tool Description	Availability	Applicability	Scope	Ease of Use	Data Input (Requirements and Guidance)	Data Output	Recommendation Comments	Advantages/ Disadvantages
CARROT	*Registry members*	*Stationary source emissions, vehicle fleet mobile sources*	*Facility level*	*Moderate*	*Facility-specific information*	*All GHGs*	*-Recommended for reporting facilities under AB 32 and for indirect emissions from energy consumption (CCAR Protocol)*	*-Estimates all GHGs and normalizes to CO_2e* *-Not publicly available*

Notes:

GHG = greenhouse gas; AB = assembly bill; CO_2e = carbon dioxide equivalent; CH_4 = methane; N_2O = nitrous oxide; COG = council of governments ; ITE = Institute of Transportation Engineers; CCAR = California Climate Action Registry

Source: Data compiled by EDAW and the California Air Pollution Control Officers Association in 2007

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Introduction

This chapter (and Appendix B) identifies existing and potential mitigation measures that could be applied to projects during the CEQA process to reduce a project's GHG emissions that would be identified using the analytical methodologies included in this white paper. The Subcommittee retained the services of EDAW to assist with this effort. EDAW performed a global search of mitigation measures currently in practice and under study that would reduce GHG emissions.

Table 16 (Appendix B) provides a brief description of each measure along with an assessment of their feasibility (from a standpoint of economical, technological, and logistical feasibility, and emission reduction effectiveness), and identifies their potential for secondary impacts to air quality. During the global search performed, EDAW also took note of GHG reduction strategies being implemented as rules and regulation (e.g., early action items under AB 32), which are summarized in Table 18 (Appendix C). It is important to note that though compliance with such would be required by regulation for some sources, such strategies may be applicable to other project and source types.

The recurring theme that echoes throughout a majority of these measures is the shift toward New Urbanism, and research has consistently shown that implementation of Neotraditional Development techniques reduces VMT and associated emissions. The material reviewed assessed reductions from transportation-related measures (e.g., bicycle, pedestrian, transit, and parking) as a single comprehensive approach to land use. This comprehensive approach focuses on development design criteria conducive to enhancing alternate modes of transportation, including transit, walking, and bicycling. Transportation Demand Management (TDM) programs are viewed as a mechanism to implement specific measures. TDM responsibilities may include offering incentives to potential users of alternative modes of transportation and monitoring and reporting mode split changes.

The comprehensive approach makes it more difficult to assess reductions attributable to each measure. Nevertheless, there is a strong interrelationship between many of the measures, which justifies a combined approach. Consider the relationship between bike parking nonresidential, bike parking residential, endtrip facilities, and proximity to bike path/bike lane measures. In reality, these measures combined act as incentives for one individual to bike to work, while implementation of a single measure without the others reduces effectiveness.

The global nature of GHG emissions is an important feature that enables unique mitigation: abatement. When designing a project subject to CEQA, the preferred practice is first to avoid, then to minimize, and finally to compensate for impacts. Where the impact cannot be mitigated on-site, off-site mitigation is often and effectively implemented in several resource areas, either in the form of offsetting the same impact or preserving the resource elsewhere in the region. Frequently, mitigation fee programs or funds are established, where the proponent pays into the program and fees collected

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throughout the region or state are used to implement projects that, in turn, proportionately offset the impacts of the projects to the given resource. It may be more cost-effective to reduce as much GHG on-site as feasible (economically and technologically). Then the proponent would pay into a "GHG retrofit fund" to reduce equivalent GHG emissions off-site. In contrast to regional air pollutant offset programs such as the Carl Moyer Program, it matters greatly where reductions of ozone precursors occur, as ozone affects regional air quality. The GHG retrofit fund could be used to provide incentives to upgrade older buildings and make them more energy efficient. This would reduce demand on the energy sector and reduce stationary source emissions associated with utilities. This program has been successfully implemented in the United Kingdom where developments advertise "carbon neutrality." Of course, some GHG emissions occur associated with operation of the development, but the development would offset the remainder of emissions through off-site retrofit. Avoiding emissions that would otherwise continue to occur at existing development would be a unique opportunity for mitigation of GHG emissions. Reduction of GHG emissions also may have important side benefits including reduction of other forms of pollution.

Depending on the significance threshold concept adopted, projects subject to the CEQA process would either qualitatively or quantitatively identify the amount of GHG emissions associated with their project using the analytical methodologies identified in the previous chapter. The analysis would then apply the appropriate number of mitigation measures listed in Appendix B to their project to reduce their GHG emissions below the significance level. Calculating the amount of GHG emission reductions attributable to a given mitigation measure would require additional research. The examples below illustrate how a project would be mitigated using this approach.

Residential Project Example

Project Attributes:

- 68 detached dwelling units
- 15.9 acres
- Located in unincorporated Placer County PCAPCD jurisdiction)
- Assume URBEMIS defaults for a rural project in Placer County, in absence of a traffic study (This is contrary to the recommendations contained under Task 1; a traffic study is necessary to asses project-specific GHG emissions).
- Analysis year 2009

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Table 11: Residential Project Example GHG Emissions Estimates with Mitigation

URBEMIS Output (Unmitigated)	Metric Tons/Year CO_2e	URBEMIS Output (Mitigated)	Metric Tons/Year CO_2e	Percent Reduction
Area-source emissions	252	Area-source emissions	215	14.6
Mobile-source emissions	1,047	Mobile-source emissions	916	12.5
Total direct operational emissions (area + mobile)	1,299	Total operational emissions (area + mobile)	1,131	12.9

Notes:
CO_2e = carbon dioxide equivalent

Sources: Data compiled by EDAW in 2007

Using URBEMIS 2007 and assuming the project would implement the mitigation measures listed below, yearly project-generated emissions of CO_2e would be reduced by approximately 13 percent. Implementation of the following mitigation measures is assumed:

- 100 housing units within one-half-mile radius of project's center, including this project's 68 residential units;
- provision of 80 jobs in the study area;
- retail uses present with one-half-mile radius of project's center;
- 10 intersections per square mile;
- 100% of streets with sidewalks on one side;
- 50% of streets with sidewalks on both sides;
- 30% of collectors and arterials with bike lanes, or where suitable, direct parallel routes exist;
- 15% of housing units deed restricted below market rate;
- 20% energy efficiency increase beyond Title 24; and
- 100% of landscape maintenance equipment electrically powered and electrical outlets in front and rear of units.

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Example Project Methodology and Mitigation

Table 12 –Residential Projects Example Methodology and Mitigation

Source	Methodology	Mitigation
Direct Emissions		
Construction	URBEMIS (OFFROAD emission factors)	MM C-1→MM C-4
Mobile Sources	URBEMIS (EMFAC emission factors)	MM T-3→MM T-8, MM T-10→ MM T-14, MM T-16, MM T-19→ MM T-21 MM D-2→MM D-8, MM D-10→ MM D-15, MM D-17 MM S-1→MM S-2 MM M-1→MM M-2
Area Sources	URBEMIS	MM D-13→MM D-15, MM D-17 MM E-1→MM E-8, MM E-10, MM E-12→MM E-23 MM S-1→MM S-2 MM M-1→MM M-2
Indirect Emissions		
Energy Consumption	CCAR GRP & CEC	

Table 13 –Commercial Projects Example Methodology and Mitigation

Source	Methodology	Mitigation
Direct Emissions		
Construction	URBEMIS (OFFROAD emission factors)	MM C-1→MM C-4
Mobile Sources	URBEMIS (EMFAC emission factors)	MM T-1→MM T-2, MM T-4→ MM T-15, MM T-17→MM T-21 MM D-1→MM D-3, MM D-5→ MM D-6, MM D-10, MM D-12, MM D-14→MM D-17 MM E-24 MM S-1→MM S-2 MM M-1→MM M-2
Area Sources	URBEMIS	MM D-14→MM D-17 MM E-1, MM E-4→MM E-13, MM E-16→MM E-24 MM S-1→MM S-2 MM M-1→MM M-2
Indirect Emissions		
Energy Consumption	CCAR GRP & CEC	

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Table 14 –Specific Plans Example Methodology and Mitigation

Source	Methodology	Mitigation
Direct Emissions		
Construction	URBEMIS (OFFROAD emission factors)	MM C-1→MM C-4
Mobile Sources	Short-term: URBEMIS (EMFAC emission factors). Long-term: I-PLACE^{3}S/CTG SCM	MM T-1→MM T-21 MM D-1→MM D-12, MM D-18→ MM D-19 MM E-24 MM S-1→MM S-2 MM M-1→MM M-2
Area Sources	Short-term: URBEMIS (EMFAC emission factors). Long-term: I-PLACE^{3}S/CTG SCM	MM D-13→MM D-19 MM E-1→MM E-24 MM S-1→MM S-2 MM M-1→MM M-2
Indirect Emissions		
Energy Consumption	Short-term: CCAR GRP & CEC. Long-term: I-PLACE^{3}S/CTG SCM	

General Plans

- Include a general plan policy to reduce emissions within planning area to a level consistent with legislative requirements.
- Implementation strategies include preparation of a GHG reduction plan.
- Projects consistent with a general plan could be responsible for complying with such a policy.

Table 15 –General Plans Example Methodology and Mitigation

Source	Methodology	Mitigation
Direct Emissions		
Construction	URBEMIS (OFFROAD emission factors).	MS G-1 MM G-15
Mobile Sources	Short-term: URBEMIS (EMFAC emission factors). Long-term: I-PLACE^{3}S/CTG SCM	MS G-1 MS G-2→MS C-7, MS G-9, MS G-12, MS-13→MS-14, MS-16→MS-23
Area Sources	Short-term: URBEMIS (EMFAC emission factors). Long-term: I-PLACE^{3}S/CTG SCM	MS G-1 MS G-8→MS C-11, MS G-134, MS G-12, MS-15, MS-17, MS-22
Indirect Emissions		
Energy Consumption	Short-term: CCAR GRP & CEC. Long-term: I-PLACE^{3}S/CTG SCM	

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Other Project Types

Air District Rules and Regulations

Air district rules and regulations could have the potential to increase or decrease GHG emissions within the respective jurisdiction. In general, air district rules and regulations act to decrease criteria air pollutant or toxic air contaminant emissions, which would usually act to reduce GHG emissions simultaneously. However, this may not always be the case and air district rules and regulations could address emissions from a large variety of different source types. Reductions of GHG emissions associated with implementation of applicable mitigation, which could also vary greatly, would need to be evaluated on a case-by-case basis. However, once applicable mitigation measures are identified, percent reductions based on the best available research to date, such as those specified in Table 15, could be applied to determine mitigated emissions.

Air Quality Plans

Similarly to air district rules and regulations, air quality plans could have the potential to increase or decrease GHG emissions because of criteria air pollutant reduction strategies. In general, strategies implemented by air districts to reduce criteria air pollutants also act to reduce GHG emissions. However, this may not always be the case. Reductions of GHG emissions associated with implementation of applicable mitigation would need to be evaluated on a case-by-case basis. The methodology identified above for determining whether the strategies contained within the GHG reduction plan would adhere to the level specified in general plan policy could also be used to determine the reductions associated with CAP strategies.

Regional Transportation Plans

Regional transportation plans and reductions of GHG emissions associated with implementation of applicable mitigation would also need to be evaluated on a case-by-case basis to determine if a net increase or decrease in GHG emissions would occur. Complex interactions between the roadway network, operating conditions, alternative transportation availability (such as public transit, bicycle pathways, and pedestrian infrastructure), and many other independent parameters specific to a region should be considered. EMFAC 2007 can be used with VMT from the RTP to create an inventory of GHG emissions. Reductions associated with implementation of applicable measures contained in Table 16 could be accomplished by accounting for VMT reductions in the traffic model.

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Many states, counties, and cities have developed policies and regulations concerning greenhouse gas emissions that seek to require or promote reductions in GHG emissions through standards for vehicle emissions, fuels, electricity production/renewables, building efficiency, and other means. However, we could only identify three public agencies in the United States that are considering formally requiring the analysis of greenhouse gas emissions and climate change for development projects during their associated environmental processes. There may be others, but they were not identified during research conducted during preparation of this paper.

The following is a summary of those three efforts.

Commonwealth of Massachusetts - MEPA Greenhouse Gas Emissions Policy and Protocol

The Massachusetts Executive Office of Energy and Environmental Affairs (EEA) has determined that the phrase "damage to the environment" as used in the Massachusetts Environmental Policy Act (MEPA) includes the emission of greenhouse gases caused by projects subjects to MEPA Review. EEA has published a Greenhouse Gas Emissions Policy (GGEP) to fulfill the statutory obligation to take all feasible measurers to avoid, minimize or mitigate damage to the environment.

The GGEP concerns the following projects only:

- The Commonwealth or a state agency is the proponent;
- The Commonwealth or a state agency is providing financial assistance;
- The project is privately funded, but requires an Air Quality Permit from the department of Environmental Protection;
- The project is privately funded, but will generate:
    - 3,000 or more new vehicle trips per day for office projects;
    - 6,000 or more new vehicle trips per day for mixed use projects that are 25% or more office space; or
    - 10,000 or more new vehicle trips per day for other projects.

As a comparison, the trip generation amounts correspond as follows:

- 3,000 vehicle trips per day = approximately 250,000 square foot office development;
- 6,000 or more new vehicle trips per day for mixed use projects that are 25% or more office space = if 25% office space, then equivalent to approximately 130,000 square feet of office and either 100,000 square feet of retail or 450 single-family residential units or some combination thereof.
- 10,000 or more new vehicle trips per day = approximately 1,000 single family residential units or 250,000 square feet retail.

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The draft policy states it is not intended to create a numerical GHG emission limit or a numerical GHG emissions reduction target, but rather to ensure that project proponents and reviewers have considered the GHG emissions impacts of their projects and taken all feasible means and measure to reduce those impacts.

The draft policy notes that some projects within these categories will have little or no greenhouse gas emission and the policy will not apply to such projects. EEA intends to identify in the scoping certificate whether a project falls within this *de minimis* exception.

The GGEP requires qualifying projects to do the following:

- to quantify their GHG emissions;
- identify measures to minimize or mitigate such emissions;
- quantify the reduction in emissions and energy savings from mitigation.

Emissions inventories are intended to focus on carbon dioxide, but analysis of other GHGs may be required for certain projects. EEA will require analysis of direct GGH emissions and indirect (electricity and transportation) emissions. The GGEP references the protocols prepared by the World Resource Institute as guidance for inventory preparation.

The policy is still in draft form, but the comment period closed on August 10, 2007.

King County, Washington - Executive Order on the Evaluation of Climate Change Impacts through the State Environmental Policy Act (SEPA)

On June 27, 2007, the King County Executive Ron Sims directed all King County Departments, as follows:

> *"...effective September 1, 2007 to require that climate impacts, including, but not limited to those pertaining to greenhouse gases, be appropriately identified and evaluated when such Departments are acting as the lead agency in reviewing the environmental impacts of private or public proposals pursuant to the State Environmental Policy Act".*

The Executive Order does not define what a "climate impact" is. Based on statements of the County Deputy Chief of Staff[*]

- County agencies will ask project proponents to supply information on transportation, energy usage and other impacts of proposed projects using the County's existing SEPA checklist.

[*] Marten Law Group: Environmental News, August 1, 2007, "King County (WA) First in Nation to Require Climate Change Impacts to be Considered During Environmental Review of New Projects".

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- There is no current plan to require project proponents to take action to mitigate the impacts identifies.
- Development of emissions thresholds and mitigation requirements will be undertaken in connection with the County's upcoming 2008 update of its Comprehensive Plan.

Sacramento Metropolitan Air Quality Management District

The Sacramento Metropolitan Air Quality Management District released an interim guidance on addressing climate change in CEQA documents on September 6, 2007. While very general in nature, the District recommends that CEQA environmental documents include a discussion of anticipated GHG emissions during both the construction and operation phases of the project. This includes assessing the GHG emissions from projects (using readily available models) to determine whether a project may have a significant impact. If so, then the District recommends addressing all of the District's GHG mitigation measures (drawn from comments made by the California Attorney General) – with explanations on how the mitigation will be implemented or providing rationale for why a measure would be considered infeasible. The District provides assistance to agencies in their analysis of GHG emissions and the applicability of specific mitigation measures. The District's guidance can be found at: http://64.143.64.21/climatechange/ClimateChangeCEQAguidance.pdf

Mendocino Air Quality Management District – CEQA Guidelines

The Mendocino AQMD updated its "Guidelines for Use During Preparation of Air Quality Impacts in EIRs or Mitigated Negative Declarations" in May 2007. The guidelines call for preparing estimates of the increased emissions of air contaminations (including GHG) for projects.

The guidelines state that GHG emissions should be presumed to have a significant impact if CO emissions from District-approved modeling exceed either of the following:

- 80% of the level defined as significant for stationary sources in Regulation1, Rule 130 (s2) of the District (which is 550 lbs/day for CO, meaning a threshold of 440 lbs/day for CO for stationary sources); or
- levels established in District Regulation 1 Rule 130 (i2) for indirect sources (which is 690 lbs/day for CO for indirect sources).

If an average passenger vehicle emits 22 grams of CO/mile and 0.8 lb/mile of CO_2, then the 690-lb/day threshold for CO corresponds to approximately 11,400 lb/day CO_2 threshold for passenger vehicle-related emissions. If one assumes that the average passenger vehicle goes 12,500 miles/year (about 35 miles/day), then this is a threshold equivalent to about 420 vehicles. Using an average in California of about 1.77 vehicles/household, this would correspond to about 250 households/dwelling units.

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Appendix A

Relevant Citations

Citations from the Public Resources Code (Division 13, §21000 et seq.) as amended through January 1, 2005.

Public Resources Code – Section 21004, MITIGATING OR AVOIDING A SIGNIFICANT EFFECT; POWERS OF PUBLIC AGENCY:
"In mitigating or avoiding a significant effect of a project on the environment, a public agency may exercise only those express or implied powers provided by law other than this division. However, a public agency may use discretionary powers provided by such other law for the purpose of mitigating or avoiding a significant effect on the environment subject to the express or implied constraints or limitations that may be provided by law."

Public Resources Code – Section 21082.2, SIGNIFICANT EFFECT ON ENVIRONMENT; DETERMINATION; ENVIRONMENTAL IMPACT REPORT PREPARATION:
(a) The lead agency shall determine whether a project may have a significant effect on the environment based on substantial evidence in light of the whole record.
(b) The existence of public controversy over the environmental effects of a project shall not require preparation of an environmental impact report if there is no substantial evidence in light of the whole record before the lead agency that the project may have a significant effect on the environment.
(c) Argument, speculation, unsubstantiated opinion or narrative, evidence which is clearly inaccurate or erroneous, or evidence of social or economic impacts which do not contribute to, or are not caused by, physical impacts on the environment, is not substantial evidence. Substantial evidence shall include facts, reasonable assumptions predicated upon facts, and expert opinion supported by facts.
(d) If there is substantial evidence, in light of the whole record before the lead agency, that a project may have a significant effect on the environment, an environmental impact report shall be prepared.
(e) Statements in an environmental impact report and comments with respect to an environmental impact report shall not be deemed determinative of whether the project may have a significant effect on the environment.

Citations from the Guidelines for California Environmental Quality Act, CCR, Title 14, Division 6 (§15000 et seq.) as amended through July 27, 2007.

AG=Attorney General; ARB=California Air Resources Board; ASTM=American Society for Testing and Material; BAAQMD=Bay Area Air Quality Management District; BEES= Building for Environmental and Economic Sustainability; CA=California; Caltrans=California Department of Transportation; CAPs=Criteria Air Pollutants; CCAP=Center for Clean Air Policy; CF=Connectivity Factor; CIWMB=California Integrated Waste Management Board; CO= Carbon Monoxide; CO_2=Carbon Dioxide; DGS=Department of General Services; DOE=U.S. Department of Energy; DPF=Diesel particulate Filter; E85=85% Ethanol; EERE=Energy Efficiency and Renewable Energy; EOE=Encyclopedia of Earth; EPA=U.S. Environmental Protection Agency; ETC=Edmonton Trolley Coalition; EVs/CNG=Electric Vehicles/Compressed Natural Gas; FAR=Floor Area Ratio; GHG=Greenhouse Gas; ITE=Institute of Transportation Engineers; kg/m^2=kilogram per square meter; km=Kilometer; lb=pound; LEED=Leadership in Energy and Environmental Design; M=Million; NA=Not Available; NEV=Neighborhood Electric Vehicle; NIST=National Institute of Standards and Technology; NO_X=Oxides of Nitrogen; NREL=National Renewable Energy Laboratory; N/S=North/South; PG&E=Pacific Gas and Electric; PM=Particulate Matter; SJVAPCD=San Joaquin Valley Air Pollution Control District; SMAQMD=Sacramento Metropolitan Air Quality Management District; SMUD=Sacramento Municipal Utilities District; SO_x=Sulfur Oxides; SRI=Solar Reflectance Index; TACs=Toxic Air Contaminants; TDM=Transportation Demand Management; TMA=Transportation Management Association; THC=Total Hydrocarbon; ULEV=Ultra Low Emission Vehicle; USGBC=U.S. Green Building Council; and VTPI=Victoria Transit Policy.

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State CEQA Guidelines – Section 15064, DETERMINING THE SIGNIFICANCE OF THE ENVIRONMENTAL EFFECTS CAUSED BY A PROJECT:

(a) Determining whether a project may have a significant effect plays a critical role in the CEQA process.

(1) If there is substantial evidence, in light of the whole record before a lead agency, that a project may have a significant effect on the environment, the agency shall prepare a draft EIR.

(2) When a final EIR identifies one or more significant effects, the Lead Agency and each Responsible Agency shall make a finding under Section 15091 for each significant effect and may need to make a statement of overriding considerations under Section 15093 for the project.

(b) The determination of whether a project may have a significant effect on the environment calls for careful judgment on the part of the public agency involved, based to the extent possible on scientific and factual data. An ironclad definition of significant effect is not always possible because the significance of an activity may vary with the setting. For example, an activity which may not be significant in an urban area may be significant in a rural area.

(c) In determining whether an effect will be adverse or beneficial, the Lead Agency shall consider the views held by members of the public in all areas affected as expressed in the whole record before the lead agency. Before requiring the preparation of an EIR, the Lead Agency must still determine whether environmental change itself might be substantial.

(d) In evaluating the significance of the environmental effect of a project, the Lead Agency shall consider direct physical changes in the environment which may be caused by the project and reasonably foreseeable indirect physical changes in the environment which may be caused by the project.

(1) A direct physical change in the environment is a physical change in the environment which is caused by and immediately related to the project. Examples of direct physical changes in the environment are the dust, noise, and traffic of heavy equipment that would result from construction of a sewage treatment plant and possible odors from operation of the plant.

(2) An indirect physical change in the environment is a physical change in the environment which is not immediately related to the project, but which is caused indirectly by the project. If a direct physical change in the environment in turn causes another change in the environment, then the other change is an indirect physical change in the environment. For example, the construction of a new sewage treatment plant may facilitate population growth in the service area due to the increase in sewage treatment capacity and may lead to an increase in air pollution.

(3) An indirect physical change is to be considered only if that change is a reasonably foreseeable impact which may be caused by the project. A change which is speculative or unlikely to occur is not reasonably foreseeable.

(e) Economic and social changes resulting from a project shall not be treated as significant effects on the environment. Economic or social changes may be used, however, to determine that a physical change shall be regarded as a significant effect on the environment. Where a physical change is caused by economic or social effects of a

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project, the physical change may be regarded as a significant effect in the same manner as any other physical change resulting from the project. Alternatively, economic and social effects of a physical change may be used to determine that the physical change is a significant effect on the environment. If the physical change causes adverse economic or social effects on people, those adverse effects may be used as a factor in determining whether the physical change is significant. For example, if a project would cause overcrowding of a public facility and the overcrowding causes an adverse effect on people, the overcrowding would be regarded as a significant effect.
(f) The decision as to whether a project may have one or more significant effects shall be based on substantial evidence in the record of the lead agency.
(1) If the lead agency determines there is substantial evidence in the record that the project may have a significant effect on the environment, the lead agency shall prepare an EIR (Friends of B Street v. City of Hayward (1980) 106 Cal.App.3d 988). Said another way, if a lead agency is presented with a fair argument that a project may have a significant effect on the environment, the lead agency shall prepare an EIR even though it may also be presented with other substantial evidence that the project will not have a significant effect (No Oil, Inc. v. City of Los Angeles (1974) 13 Cal.3d 68).
(2) If the lead agency determines there is substantial evidence in the record that the project may have a significant effect on the environment but the lead agency determines that revisions in the project plans or proposals made by, or agreed to by, the applicant would avoid the effects or mitigate the effects to a point where clearly no significant effect on the environment would occur and there is no substantial evidence in light of the whole record before the public agency that the project, as revised, may have a significant effect on the environment then a mitigated negative declaration shall be prepared.
(3) If the lead agency determines there is no substantial evidence that the project may have a significant effect on the environment, the lead agency shall prepare a negative declaration (Friends of B Street v. City of Hayward (1980) 106 Cal.App. 3d 988).
(4) The existence of public controversy over the environmental effects of a project will not require preparation of an EIR if there is no substantial evidence before the agency that the project may have a significant effect on the environment.
(5) Argument, speculation, unsubstantiated opinion or narrative, or evidence that is clearly inaccurate or erroneous, or evidence that is not credible, shall not constitute substantial evidence. Substantial evidence shall include facts, reasonable assumptions predicated upon facts, and expert opinion support by facts.
(6) Evidence of economic and social impacts that do not contribute to or are not caused by physical changes in the environment is not substantial evidence that the project may have a significant effect on the environment.
(7) The provisions of sections 15162, 15163, and 15164 apply when the project being analyzed is a change to, or further approval for, a project for which an EIR or negative declaration was previously certified or adopted (e.g. a tentative subdivision, conditional use permit). Under case law, the fair argument standard does not apply to determinations of significance pursuant to sections 15162, 15163, and 15164.
(g) After application of the principles set forth above in Section 15064(f)(g), and in marginal cases where it is not clear whether there is substantial evidence that a project may have a significant effect on the environment, the lead agency shall be guided by the following principle: If there is disagreement among expert opinion supported by facts

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over the significance of an effect on the environment, the Lead Agency shall treat the effect as significant and shall prepare an EIR.
(h)(1) When assessing whether a cumulative effect requires an EIR, the lead agency shall consider whether the cumulative impact is significant and whether the effects of the project are cumulatively considerable. An EIR must be prepared if the cumulative impact may be significant and the project's incremental effect, though individually limited, is cumulatively considerable. "Cumulatively considerable" means that the incremental effects of an individual project are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.
(2) A lead agency may determine in an initial study that a project's contribution to a significant cumulative impact will be rendered less than cumulatively considerable and thus is not significant. When a project might contribute to a significant cumulative impact, but the contribution will be rendered less than cumulatively considerable through mitigation measures set forth in a mitigated negative declaration, the initial study shall briefly indicate and explain how the contribution has been rendered less than cumulatively considerable.
(3) A lead agency may determine that a project's incremental contribution to a cumulative effect is not cumulatively considerable if the project will comply with the requirements in a previously approved plan or mitigation program which provides specific requirements that will avoid or substantially lessen the cumulative problem (e.g., water quality control plan, air quality plan, integrated waste management plan) within the geographic area in which the project is located. Such plans or programs must be specified in law or adopted by the public agency with jurisdiction over the affected resources through a public review process to implement, interpret, or make specific the law enforced or administered by the public agency. If there is substantial evidence that the possible effects of a particular project are still cumulatively considerable notwithstanding that the project complies with the specified plan or mitigation program addressing the cumulative problem, an EIR must be prepared for the project.
(4) The mere existence of significant cumulative impacts caused by other projects alone shall not constitute substantial evidence that the proposed project's incremental effects are cumulatively considerable.

State CEQA Guidelines – Section 15130, DISCUSSION OF CUMULATIVE IMPACTS:
(a)(3). "An EIR may determine that a project's contribution to a significant cumulative impact will be rendered less than cumulatively considerable and thus is not significant. A project's contribution is less than cumulatively considerable if the project is required to implement or fund its fair share of a mitigation measure or measures designed to alleviate the cumulative impact. The lead agency shall identify facts and analysis supporting its conclusion that the contribution will be rendered less than cumulatively considerable.

State CEQA Guidelines – Section 15064.7, THRESHOLDS OF SIGNIFICANCE:
"Each public agency is encouraged to develop and publish thresholds of significance that the agency uses in the determination of the significance of environmental effects. A threshold of significance is an identifiable quantitative, qualitative or performance level

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of a particular environmental effect, non-compliance with which means the effect will normally be determined to be significant by the agency and compliance with which means the effect normally will be determined to be less than significant."

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Appendix B

Mitigation Measure Summary

Table 16
Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective	Feasible (Yes/No)			Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
Transportation								
Bicycle/Pedestrian/Transit Measures								
MM T-1: Bike Parking	LD (C, M), I, SP, TP, AQP, RR, P/Mobile	1%-5%/High: CCAP presents combined % reductions for a range of mitigation measures (Dierkers et al. 2007). SMAQMD allocates combined reductions among individual measures (e.g., 2.5% reduction for all bicycle-related measures and one-quarter of 2.5% for each individual measure) (TIAX 2005, EDAW 2006, SMAQMD 2007). VTPI presents % reductions for showers and combined measures in the TDM encyclopedia (VTPI	Yes: Lockers ($1,200-$2,950, $700/bike on average), Racks ($70-$2,000, $70/bike on average).	Yes (Caltrans 2005, Dierkers et al. 2007, VTPI 2007)	Yes (Caltrans 2005, Dierkers et al. 2007, VTPI 2007)	Adverse: No Beneficial: CAPs, TACs	Caltrans, Portland Bicycle Master Plan (City of Portland 1998), CCAP Transportation Emissions Guidebook (Dierkers et al. 2007), SMAQMD Recommended Guidance for Land Use Emission Reductions (SMAQMD 2007), VTPI, CA air quality management and control districts, and cities/counties.	Nonresidential projects provide plentiful short- and long-term bicycle parking facilities to meet peak season maximum demand (e.g., one bike rack space per 20 vehicle/employee parking spaces.
MM T-2: End of Trip Facilities	LD (C, M), I, SP, TP, AQP, RR, P/Mobile		Yes	Yes (Caltrans 2005, Dierkers et al. 2007, VTPI 2007)	Yes (Caltrans 2005, Dierkers et al. 2007, VTPI 2007)	Adverse: No Beneficial: CAPs, TACs		Nonresidential projects provide "end-of-trip" facilities including showers, lockers, and changing space (e.g., four clothes lockers and one shower provided for every 80 employee parking spaces, separate facilities for each gender for projects with 160 or more employee parking spaces).
MM T-3: Bike-Parking at Multi-	LD (R, M), SP, AQP, RR,		Yes: Lockers ($1,200-	Yes (Caltrans 2005,	Yes (Caltrans	Adverse: No Beneficial:		Long-term bicycle parking is provided at apartment

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Table 16
Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective	Feasible (Yes/No)			Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
Unit Residential	P/Mobile	2007). JSA bases estimates on CCAP information (JSA 2004).	$2,950, $700/bike on average), Racks ($70-$2,000, $70/bike on average).	Dierkers et al. 2007, VTPI 2007)	2005, Dierkers et al. 2007, VTPI 2007)	CAPs, TACs		complexes or condominiums without garages (e.g., one long-term bicycle parking space for each unit without a garage). Long-term facilities shall consist of one of the following: a bicycle locker, a locked room with standard racks and access limited to bicyclists only, or a standard rack in a location that is staffed and/or monitored by video surveillance 24 hours per day.
MM T-4: Proximity to Bike Path/Bike Lanes	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile		Yes	Yes (Caltrans 2005, Dierkers et al. 2007, VTPI 2007)	Yes (Caltrans 2005, Dierkers et al. 2007, VTPI 2007)	Adverse: No Beneficial: CAPs, TACs		Entire project is located within one-half mile of an existing/planned Class I or Class II bike lane and project design includes a comparable network that connects the project uses to the existing offsite facility. Project design includes a designated bicycle route connecting all units, on-site bicycle parking facilities, offsite bicycle facilities, site entrances, and primary building entrances to existing Class I or Class II bike lane(s) within one-half mile. Bicycle route connects to all streets contiguous with project site. Bicycle route has minimum conflicts with automobile parking and circulation

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Table 16 Mitigation Measure Summary								
Mitigation Measure	Applicable Project/Source Type[1]	Effective		Feasible (Yes/No)		Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
								facilities. All streets internal to the project wider than 75 feet have Class II bicycle lanes on both sides.

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Table 16
Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective	Feasible (Yes/No)			Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
MM T-5: Pedestrian Network	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile	1%-10%/High: CCAP presents combined % reductions for a range of mitigation measures (Dierkers et al. 2007). SMAQMD allocates 1% for each individual measure (TIAX 2005, EDAW 2006, SMAQMD 2007).	Yes	Yes (Dierkers et al. 2007, VTPI 2007)	Yes (Dierkers et al. 2007, VTPI 2007)	Adverse: No Beneficial: CAPs, TACs	CCAP Transportation Emissions Guidebook (Dierkers et al. 2007), SMAQMD Recommended Guidance for Land Use Emission Reductions (SMAQMD 2007), VTPI, CA air quality management and control districts, and cities/counties.	The project provides a pedestrian access network that internally links all uses and connects to all existing/planned external streets and pedestrian facilities contiguous with the project site. Project design includes a designated pedestrian route interconnecting all internal uses, site entrances, primary building entrances, public facilities, and adjacent uses to existing external pedestrian facilities and streets. Route has minimal conflict with parking and automobile circulation facilities. Streets (with the exception of alleys) within the project have sidewalks on both sides. All sidewalks internal and adjacent to project site are minimum of five feet wide. All sidewalks feature vertical curbs. Pedestrian facilities and improvements such as grade separation, wider sidewalks, and traffic calming are implemented wherever feasible to minimize pedestrian barriers. All site entrances provide pedestrian access.
MM T-6: Pedestrian	LD (R, C, M), I, SP, TP,		Yes	Yes (Dierkers et al. 2007,	Yes (Dierkers et	Adverse: No Beneficial:		Site design and building placement minimize barriers to

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Table 16 Mitigation Measure Summary								
Mitigation Measure	Applicable Project/Source Type[1]	Effective		Feasible (Yes/No)		Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
Barriers Minimized	AQP, RR, P/Mobile			VTPI 2007)	al. 2007, VTPI 2007)	CAPs, TACs		pedestrian access and interconnectivity. Physical barriers such as walls, berms, landscaping, and slopes between residential and nonresidential uses that impede bicycle or pedestrian circulation are eliminated.
MM T-7: Bus Shelter for Existing/Planned Transit Service	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile	1%-2%/High: CCAP presents these % reductions (Dierkers et al., 2007). SMAQMD assigns from .25%-1%, depending on headway frequency (TIAX 2005, EDAW 2006, SMAQMD 2007).	Yes: $15,000-$70,000.	Yes (Dierkers et al. 2007, VTPI 2007)	Yes (Dierkers et al. 2007, VTPI 2007)	Adverse: No Beneficial: CAPs, TACs	CCAP Transportation Emissions Guidebook (Dierkers et al. 2007), SMAQMD Recommended Guidance for Land Use Emission Reductions (SMAQMD 2007), VTPI, City of Calgary (City of Calgary 2004), CA air quality management and control districts, and cities/counties.	Bus or streetcar service provides headways of one hour or less for stops within one-quarter mile; project provides safe and convenient bicycle/pedestrian access to transit stop(s) and provides essential transit stop improvements (i.e., shelters, route information, benches, and lighting).

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Table 16
Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective	Feasible (Yes/No)			Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
MM T-8: Traffic Calming	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile	1%-10%/High: CCAP presents combined % reductions for a range of mitigation measures (Dierkers et al. 2007). SMAQMD allocates .25%-1.0% for each individual measure depending on percent of intersections and streets with improvements (TIAX 2005, EDAW 2006, SMAQMD 2007).	Yes	Yes (Dierkers et al. 2007, VTPI 2007)	Yes (Dierkers et al. 2007, VTPI 2007)	Adverse: No Beneficial: CAPs, TACs	CCAP Transportation Emissions Guidebook (Dierkers et al. 2007), SMAQMD Recommended Guidance for Land Use Emission Reductions (SMAQMD 2007), VTPI, CA air quality management and control districts, and cities/counties.	Project design includes pedestrian/bicycle safety and traffic calming measures in excess of jurisdiction requirements. Roadways are designed to reduce motor vehicle speeds and encourage pedestrian and bicycle trips by featuring traffic calming features. All sidewalks internal and adjacent to project site are minimum of five feet wide. All sidewalks feature vertical curbs. Roadways that converge internally within the project are routed in such a way as to avoid "skewed intersections;" which are intersections that meet at acute, rather than right, angles. Intersections internal and adjacent to the project feature one or more of the following pedestrian safety/traffic calming design techniques: marked crosswalks, count-down signal timers, curb extensions, speed tables, raised crosswalks, raised intersections, median islands, tight corner radii, and roundabouts or mini-circles. Streets internal and adjacent to the project feature pedestrian safety/traffic calming measures such as on-street parking, planter strips with street trees,

MV0017969

Table 16 Mitigation Measure Summary								
Mitigation Measure	Applicable Project/Source Type[1]	Effective		Feasible (Yes/No)		Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
								and chicanes/chokers (variations in road width to discourage high-speed travel).
Parking Measures								
MM T-9: Paid Parking (Parking Cash Out)	LD (C, M), I, SP, TP, AQP, RR, P/Mobile	1%-30%/High: CCAP presents a range of 15%-30% reduction for parking programs (Dierkers et al. 2007). SMAQMD presents a range of 1.0%-7.2%, depending on cost/day and distance to transit (TIAX 2005, EDAW 2006, SMAQMD 2007). Shoupe presents a 21% reduction [$5/day for commuters to downtown LA, with elasticity of -0.18 (e.g., if price increases 10%, then solo driving goes down by 1.8% more)] (Shoupe 2005). Urban Transit Institute	Yes: Vary by location and project size.	Yes (Dierkers et al. 2007, VTPI 2007)	Yes (Dierkers et al. 2007, VTPI 2007)	Adverse: No Beneficial: CAPs, TACs	CCAP Transportation Emissions Guidebook (Dierkers et al. 2007), SMAQMD Recommended Guidance for Land Use Emission Reductions (SMAQMD 2007), VTPI, CA air quality management and control districts, and cities/counties.	Project provides employee and/or customer paid parking system. Project must have a permanent and enforceable method of maintaining user fees for all parking facilities. The facility may not provide customer or employee validations. Daily charge for parking must be equal to or greater than the cost of a transit day/monthly pass plus 20%.

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MV00177970

Table 16
Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective	Feasible (Yes/No)			Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
		presents a range of 1%-10% reduction in trips to central city sites, and 2%-4% in suburban sites (VTPI 2007).						
MM T-10: Minimum Parking	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile	1%-30%/High: CCAP presents a range of 15%-30% reduction for parking programs (Dierkers et al. 2007). SMAQMD presents a maximum of 6% (Nelson/Nygaard Consulting Associates, 2005, TIAX 2005, EDAW 2006).	Yes	Yes (Dierkers et al. 2007, VTPI 2007)	Yes (Dierkers et al. 2007, VTPI 2007), Note that in certain areas of the state, the minimum parking required by code is greater than the peak period parking demand for most land uses. Simply meeting minimum code requirements in these areas would not result in an emissions reduction.	Adverse: No Beneficial: CAPs, TACs	CCAP Transportation Emissions Guidebook (Dierkers et al. 2007), SMAQMD Recommended Guidance for Land Use Emission Reductions (SMAQMD 2007), VTPI, Governor's Office of Smart Growth (Annapolis, Maryland) (Zimbler), CA air quality management and control districts, and cities/counties.	Provide minimum amount of parking required. Once land uses are determined, the trip reduction factor associated with this measure can be determined by utilizing the ITE parking generation publication. The reduction in trips can be computed as shown below by the ratio of the difference of minimum parking required by code and ITE peak parking demand to ITE peak parking demand for the land uses multiplied by 50%. Percent Trip Reduction = 50 * [(min parking required by code – ITE peak parking demand)/ (ITE peak parking demand)]

MV00177971

Table 16 Mitigation Measure Summary								
Mitigation Measure	Applicable Project/Source Type[1]	Effective	Feasible (Yes/No)			Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
MM T-11: Parking Reduction Beyond Code/Shared Parking	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile	1%-30%/High: CCAP presents a range of 15%-30% reduction for parking programs (Dierkers et al. 2007). SMAQMD presents a maximum of 12% (Nelson/Nygaard, 2005, TIAX 2005, EDAW 2006).	Yes	Yes (Dierkers et al. 2007, VTPI 2007)	Yes (Dierkers et al. 2007, VTPI 2007)	Adverse: No Beneficial: CAPs, TACs		Provide parking reduction less than code. This measure can be readily implemented through a shared parking strategy, wherein parking is utilized jointly among different land uses, buildings, and facilities in an area that experience peak parking needs at different times of day and day of the week.
MM T-12: Pedestrian Pathway Through Parking	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile	1%-4%/Moderate: CCAP presents combined % reductions for a range of mitigation measures (Dierkers et al. 2007). SMAQMD allocates 0.5% reduction for this measure (TIAX 2005, EDAW 2006, SMAQMD 2007).	Yes	Yes (Dierkers et al. 2007, VTPI 2007)	Yes (Dierkers et al. 2007, VTPI 2007)	Adverse: No Beneficial: CAPs, TACs		Provide a parking lot design that includes clearly marked and shaded pedestrian pathways between transit facilities and building entrances.

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MV00177972

Table 16
Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective	Feasible (Yes/No)			Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
MM T-13: Off - Street Parking	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile	1%-4%/Moderate: CCAP presents combined % reductions for a range of mitigation measures (Dierkers et al. 2007). SMAQMD allocates a range of 0.1%-1.5% for this measure (TIAX 2005, EDAW 2006, SMAQMD 2007).	Yes	Yes (Dierkers et al. 2007, VTPI 2007)	Yes (Dierkers et al. 2007, VTPI 2007)	Adverse: No Beneficial: CAPs, TACs		Parking facilities are not adjacent to street frontage.
MM T-14: Parking Area Tree Cover	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile	Annual net CO_2 reduction of 3.1 kg/m^2 canopy cover/Moderate (McPherson 2001).	Yes: $19 per new tree for CA, cost varies for maintenance, removal and replacement (McPherson 2001).	Yes	Yes	Adverse: VOCs Beneficial: CAPs, TACs	AG, State of CA Department of Justice (Goldberg 2007) and cities/counties (e.g., parking lot ordinances in Sacramento, Davis, and Los Angeles, CA).	Provide parking lot areas with 50% tree cover within 10 years of construction, in particular low emitting, low maintenance, native drought resistant trees. Reduces urban heat island effect and requirement for air conditioning, effective when combined with other measures (e.g., electrical maintenance equipment and reflective paving material).
MM T-15: Valet Bicycle Parking	LD (C, M), SP, AQP, TP, RR, P/Mobile	NA/Low	Yes	Yes	Yes: Raley Field (Sacramento, CA)	Adverse: No Beneficial: CAPs, TACs	Raley Field (Sacramento, CA).	Provide spaces for the operation of valet bicycle parking at community event "centers" such as amphitheaters, theaters, and stadiums.
MM T-16: Garage Bicycle Storage	LD (R, M), SP, AQP, TP, RR, P/Mobile	NA/Low	Yes: Less than $200/multiple bike rack.	Yes	Yes	Adverse: No Beneficial: CAPs, TACs	City of Fairview, OR	Provide storage space in one-car garages for bicycles and bicycle trailers.

MV00177973

Table 16 Mitigation Measure Summary								
Mitigation Measure	Applicable Project/Source Type[1]	Effective		Feasible (Yes/No)		Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
MM T-17: Preferential Parking for EVs/CNG Vehicles	LD (C, M), I, SP, TP, AQP, RR, P/Mobile	NA/Low	Yes	Yes	Yes	Adverse: No Beneficial: CAPs, TACs	USGBC, CA air quality management and control districts and cities/counties (e.g., BAAQMD).	Provide preferential parking space locations for EVs/CNG vehicles.
MM T-18: Reduced/No Parking Fee for EVs/CNG Vehicles	LD (C, M), I, SP, TP, AQP, RR, P/Mobile	NA/Low	Yes	Yes	Yes	Adverse: No Beneficial: CAPs, TACs	Hotels (e.g., Argonaut in San Francisco, CA)	Provide a reduced/no parking fee for EVs/CNG vehicles.

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MV00177974

Table 16
Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective	Feasible (Yes/No)			Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
Miscellaneous Measure								
MM T-19: TMA Membership	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile	1%-28%/High: CCAP presents a range of 3%-25% for TDMs with complementary transit and land use measures (Dierkers et al. 2007). VTPI presents a range of 6%-7% in the TDM encyclopedia (VTPI 2007). URBEMIS offers a 2%-10% range in reductions for a TDM that has 5 elements that are pedestrian and transit friendly and 1%-5% for 3 elements. SMAQMD presents a reduction of 5% (TIAX 2005, EDAW 2006, SMAQMD 2007).	Yes	Yes (Dierkers et al. 2007, VTPI 2007)	Yes (Dierkers et al. 2007, VTPI 2007)	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Include permanent TMA membership and funding requirement. Funding to be provided by Community Facilities District or County Service Area or other nonrevocable funding mechanism. TDMs have been shown to reduce employee vehicle trips up to 28% with the largest reductions achieved through parking pricing and transit passes. The impact depends on the travel alternatives.
MM T-20: ULEV	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile	NA/Low	Yes: Higher than corresponding gasoline models.	Yes	Yes: Fueling stations might not be readily available depending on location. More than 900 E85 fueling	Adverse: No Beneficial: CAPs, TACs	DGS, CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Use of and/or provide ULEV that are 50% cleaner than average new model cars (e.g., natural gas, ethanol, electric).

MV00177975

Table 16 Mitigation Measure Summary								
Mitigation Measure	Applicable Project/Source Type[1]	Effective		Feasible (Yes/No)		Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
					stations in the U.S., 5 in CA. Vehicles available in select regions only			
MM T-21: Flex Fuel Vehicles	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile	5466.97 lb GHG/year/Low (DOE Fuel Economy)	Yes: E85 costs less than gasoline per gallon, but results in lower fuel economy.	Yes	Yes: More than 900 E85 fueling stations in the U.S., 5 in CA. Vehicles available in select regions only	Adverse: Yes Issues with the energy intensive ethanol production process (e.g., wastewater treatment requirements). Beneficial: CAPs, TACs	DGS, CA air quality management and control districts and cities/counties (e.g., SJVAPCD).	Use of and/or provide vehicles that utilize gasoline/ethanol blends (e.g., E85).
Design								
Commercial & Residential Building Design Measures								
MM D-1: Office/Mixed Use Density	LD (C, M), SP, TP, AQP, RR, P/Mobile	0.05%-2%/Moderate: This range is from SMAQMD, depending	Yes	Yes (VTPI 2007)	Yes (VTPI 2007)	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties	Project provides high density office or mixed-use proximate to transit. Project must provide

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MV00177976

Table 16 Mitigation Measure Summary								
Mitigation Measure	Applicable Project/Source Type[1]	Effective	Feasible (Yes/No)			Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
		on FAR and headway frequencies (Nelson/Nygaard Consulting Associates 2005, EDAW 2006, SMAQMD 2007).					(e.g., SMAQMD).	safe and convenient pedestrian and bicycle access to all transit stops within one-quarter mile.
MM D-2: Orientation to Existing/Planned Transit, Bikeway, or Pedestrian Corridor	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile	0.4%-1%/Moderate: CCAP attributes a 0.5% reduction per 1% improvement in transit frequency (Dierkers et al. 2007). SMAQMD presents a range of 0.25%-5% (JSA 2005, EDAW 2006, SMAQMD 2007).	Yes	Yes (Dierkers et al. 2007)	Yes (Dierkers et al. 2007)	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Project is oriented towards existing transit, bicycle, or pedestrian corridor. Setback distance between project and existing or planned adjacent uses is minimized or nonexistent. Setback distance between different buildings on project site is minimized. Setbacks between project buildings and planned or existing sidewalks are minimized. Buildings are oriented towards existing or planned street frontage. Primary entrances to buildings are located along planned or existing public street frontage. Project provides bicycle access to any planned bicycle corridor(s). Project provides pedestrian access to any planned pedestrian corridor(s).
MM D-3: Services Operational	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile	0.5%-5%/Moderate	Yes	Yes	Yes	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Project provides on-site shops and services for employees.

MV00177977

Table 16
Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective	Feasible (Yes/No)			Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
MM D-4: Residential Density (Employ Sufficient Density for New Residential Development to Support the Use of Public Transit)	LD (R, M), SP, TP, AQP, RR, P/Mobile	1%-40%/High: #7, EPA presents a range of 32%-40% (EPA 2006). SMAQMD presents a range of 1%-12% depending on density and headway frequencies (Nelson/Nygaard Consulting Associates 2005, JSA 2005, EDAW 2006, SMAQMD 2007). Nelson/Nygaard presents a trip reduction formula: Trip Reduction = 0.6*(1-(19749*((4.814+ households per residential acre)/(4.814+7.14))^-06.39)/25914).	Yes	Yes (VTPI 2007, Holtzclaw 2007)	Yes (VTPI 2007, Holtzclaw 2007)	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Project provides high-density residential development. Transit facilities must be within one-quarter mile of project border. Project provides safe and convenient bicycle/pedestrian access to all transit stop(s) within one-quarter mile of project border.
MM D-5: Street Grid	LD (R, C, M), I, SP, TP, AQP, RR,	1%/Moderate: SMAQMD presents this % reduction (JSA	Yes	Yes (Dierkers et al. 2007, VTPI 2007)	Yes (Dierkers et al. 2007,	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties	Multiple and direct street routing (grid style). This measure only applies to projects

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MV00177978

Table 16
Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective	Feasible (Yes/No)			Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
	P/Mobile	2005, EDAW 2006, SMAQMD 2007).			VTPI 2007)		(e.g., SMAQMD).	with an internal CF >/= 0.80, and average of one-quarter mile or less between external connections along perimeter of project. [CF= # of intersections / (# of cul-de-sacs + intersections)]. Cul-de-sacs with bicycle/pedestrian through access may be considered "complete intersections" when calculating the project's internal connectivity factor. External connections are bike/pedestrian pathways and access points, or streets with safe and convenient bicycle and pedestrian access that connect the project to adjacent streets, sidewalks, and uses. If project site is adjacent to undeveloped land; streets, pathways, access points, and right-of-ways that provide for future access to adjacent uses may count for up to 50% of the external connections. Block perimeter (the sum of the measurement of the length of all block sides) is limited to no more than 1,350 feet. Streets internal to the project should connect to streets external to the project whenever possible.

MV00177979

Table 16 Mitigation Measure Summary								
Mitigation Measure	Applicable Project/Source Type[1]	Effective	Feasible (Yes/No)			Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
MM D-6: NEV Access	LD (R, C, M), SP, TP, AQP, RR, P/Mobile	0.5%-1.5%/Low: SMAQMD presents this % reduction (EDAW 2006, SMAQMD 2007).	Yes	Yes (Litman 1999, Sperling 1994)	Yes (Litman 1999, Sperling 1994)	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Make physical development consistent with requirements for neighborhood electric vehicles. Current studies show that for most trips, NEVs do not replace gas-fueled vehicles as the primary vehicle.
MM D-7: Affordable Housing Component	LD (R, M), SP, TP, AQP, RR, P/Mobile	0.4%-6%/Moderate: SMAQMD presents this % reduction (Nelson/Nygaard Consulting Associates 2005, EDAW 2006, SMAQMD 2007).	Yes	Yes	Yes	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Residential development projects of five or more dwelling units provide a deed-restricted low-income housing component on-site (or as defined in the code). Developers who pay into In-Lieu Fee Programs are not considered eligible to receive credit for this measure. The award of emission reduction credit shall be based only on the proportion of affordable housing developed on-site because in-lieu programs simply induce a net increase in development. Percentage reduction shall be calculated according to the following formula:

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MV0017980

Table 16 Mitigation Measure Summary								
Mitigation Measure	Applicable Project/Source Type[1]	Effective		Feasible (Yes/No)		Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
								% reduction = % units deed-restricted below market rate housing * 0.04
MM D-8: Recharging Area	LD (R, M), SP, TP, AQP, RR, P/Mobile	NA/Low	Yes	Yes	Yes	Adverse: No Beneficial: CAPs, TACs		Provide residential buildings with a "utility" room or space for recharging batteries, whether for use in a car, electric lawnmower, other electric landscaping equipment, or even batteries for small items such as flashlights.
Mixed-Use Development Measures								
MM D-9: Urban Mixed-Use	LD (M), SP, TP, AQP, RR, P/Mobile	3%-9%/Moderate: SMAQMD presents this % reduction (TIAX 2005, EDAW 2006, SMAQMD 2007).	Yes	Yes (EPA 2006)	Yes (EPA 2006)	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Development of projects predominantly characterized by properties on which various uses, such as office, commercial, institutional, and residential, are combined in a single building or on a single site in an integrated development project with functional interrelationships and a coherent physical design.
MM D-10: Suburban Mixed-Use	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile	3%/Moderate: SMAQMD presents this % reduction (TIAX 2005, EDAW 2006, SMAQMD 2007).	Yes	Yes (EPA 2006)	Yes (EPA 2006)	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Have at least three of the following on site and/or offsite within one-quarter mile: Residential Development, Retail Development, Park, Open Space, or Office.
MM D-11: Other Mixed-Use	LD (R, M), SP, TP, AQP, RR, P/Mobile	1%/Moderate: SMAQMD presents this % reduction (TIAX 2005, EDAW	Yes	Yes (EPA 2006)	Yes (EPA 2006)	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., SMAQMD).	All residential units are within one-quarter mile of parks, schools or other civic uses.

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Table 16 Mitigation Measure Summary								
Mitigation Measure	Applicable Project/Source Type[1]	Effective	Feasible (Yes/No)			Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
		2006, SMAQMD 2007).						
MM D-12: Infill Development	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile	3%-30%/High: Infill development reduces vehicle trips and VMT by 3% and 20%, respectively (Fehr & Peers 2007). CCAP identifies a site level VMT reduction range of 20%-30% (Dierkers et al. 2007).	Yes	Yes (Dierkers et al. 2007)	Yes (Dierkers et al. 2007)	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Project site is on a vacant infill site, redevelopment area, or brownfield or greyfield lot that is highly accessible to regional destinations, where the destinations rating of the development site (measured as the weighted average travel time to all other regional destinations) is improved by 100% when compared to an alternate greenfield site.
Miscellaneous Measures								
MM D-13: Electric Lawnmower	LD (R, M), SP, AQP, RR, P/Area	1%/Low: SMAQMD presents this % reduction (EDAW 2006, SMAQMD 2007).	Yes	Yes	Yes	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Provide a complimentary electric lawnmower to each residential buyer.

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Table 16 Mitigation Measure Summary								
Mitigation Measure	Applicable Project/Source Type[1]	Effective		Feasible (Yes/No)		Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
MM D-14: Enhanced Recycling/Waste Reduction, Reuse, Composting	LD (R, C, M), I, SP, AQP, RR, P/Stationary & Area	NA/Low	Yes	Yes	Yes: Association with social awareness.	Adverse: No Beneficial: CAPs, TACs	CIWMB	Provide infrastructure/education that promotes the avoidance of products with excessive packaging, recycle, buying of refills, separating of food and yard waste for composting, and using rechargeable batteries.
MM D-15: LEED Certification	LD (R, C, M), I, SP, AQP, RR, P/Stationary & Area	NA/Moderate	Yes: Receive tax rebates, incentives (e.g., EDAW San Diego office interior remodel cost $1,700,000 for 32,500 square feet) (USGBC 2007)	Yes	Yes: More than 700 buildings of different certifications in CA (USGBC 2007).	Adverse: No Beneficial: CAPs, TACs	USGBC, CA air quality management and control districts and cities/counties (e.g., BAAQMD).	LEED promotes a whole-building approach to sustainability by recognizing performance in five key areas of human and environmental health: sustainable site development, water savings, energy efficiency, materials selection, and indoor environmental quality.
MM D-16: Retro-Commissioning	LD (C, M), I, SP, AQP, RR, P/Stationary & Area	8%-10% reduction in energy usage/Moderate: (Mills et al. 2004)	Yes: Average $0.28/square feet, varies with building size (Haasl and Sharp 1999).	Yes	Yes: 27 projects underway in CA, 21 more to be completed in 2007, mostly state buildings owned by DGS (DGS 2007).	Adverse: No Beneficial: CAPs, TACs	DGS, CA air quality management and control districts and cities/counties (e.g., BAAQMD).	The process ensures that all building systems perform interactively according to the contract documents, the design intent and the owner's operational needs to optimize energy performance.
MM D-17 Landscaping	LD (R, C, M), I, SP, AQP, RR,	NA/Low	Yes	Yes	Yes	Adverse: No Beneficial: CAPs, TACs	Alliance for the Chesapeake Bay, EPA Green Landscaping	Project shall use drought resistant native trees, trees with low emissions and high carbon

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Table 16 Mitigation Measure Summary								
Mitigation Measure	Applicable Project/Source Type[1]	Effective		Feasible (Yes/No)		Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
	P/Stationary & Area						Resources	sequestration potential. Evergreen trees on the north and west sides afford the best protection from the setting summer sun and cold winter winds. Additional considerations include the use of deciduous trees on the south side of the house that will admit summer sun; evergreen plantings on the north side will slow cold winter winds; constructing a natural planted channel to funnel summer cooling breezes into the house. Neighborhood CCR's not requiring that front and side yards of single family homes be planted with turf grass. Vegetable gardens, bunch grass, and low-water landscaping shall also be permitted, or even encouraged.
MM D-18: Local Farmers' Market	LD (M), SP/Mobile, Stationary, &	NA/Low	Yes	Yes	Yes: Associated with social	Adverse: No Beneficial: CAPs, TACs	Cities/counties (e.g., Davis, Sacramento)	Project shall dedicate space in a centralized, accessible location for a weekly farmers' market.

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Table 16
Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective		Feasible (Yes/No)		Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
	Area				choice and public awareness.			
MM D-19: Community Gardens	LD (M), SP/Mobile, Stationary, & Area	NA/Low	Yes	Yes	Yes: Associated with social choice and public awareness.	Adverse: No Beneficial: CAPs, TACs	Cities/counties (e.g., Davis)	Project shall dedicate space for community gardens.
Energy Efficiency/Building Component								
MM E-1: High-Efficiency Pumps	LD (R, C, M), SP, AQP, RR, P/Stationary & Area	NA/Low	Yes	Yes	Yes	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., BAAQMD).	Project shall use high-efficiency pumps.
MM E-2: Wood Burning Fireplaces/Stoves	LD (R, M), SP, AQP, RR, P/Stationary & Area	NA/Low: EDAW 2006	Yes	Yes	Yes	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Project does not feature fireplaces or wood burning stoves.
MM E-3: Natural Gas Stove	LD (R, M), SP, AQP, RR, P/Stationary & Area	NA/Low: EDAW 2006	Yes: Cost of stove—$350 (gas) and $360 (electric) same brand, total yearly cost of $42.17 as opposed to $56.65 for electric (Saving Electricity 2006).	Yes	Yes	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Project features only natural gas or electric stoves in residences.

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Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective	Feasible (Yes/No)			Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
MM E-4: Energy Star Roof	LD (R, C, M), I, SP, AQP, RR, P/Stationary & Area	0.5%-1%/Low: SMAQMD presents this % reduction (EDAW 2006, SMAQMD 2007).	Yes	Yes	Yes: 866 Energy Star labeled buildings in California (Energy Star 2007)	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Project installs Energy Star labeled roof materials.
MM E-5: On-site Renewable Energy System	LD (R, C, M), I, SP, AQP, RR, P/Stationary & Area	1%-3%/Moderate: SMAQMD presents this % reduction (USGBC 2002 and 2005, EDAW 2006, SMAQMD 2007).	Yes	Yes (USGBC 2002 and 2005)	Yes (USGBC 2002 and 2005)	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Project provides onsite renewable energy system(s). Nonpolluting and renewable energy potential includes solar, wind, geothermal, low-impact hydro, biomass and bio-gas strategies. When applying these strategies, projects may take advantage of net metering with the local utility.

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Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective	Feasible (Yes/No)			Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
MM E-6: Exceed Title 24	LD (R, C, M), I, GSP, AQP, RR, P/Stationary & Area	1%/Moderate: SMAQMD presents this % reduction (EDAW 2006, SMAQMD 2007).	Yes	Yes (PG&E 2002, SMUD 2006)	Yes (PG&E 2002, SMUD 2006)	Adverse: No Beneficial: CAPs, TACs	PG&E, SMUD, CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Project exceeds title 24 requirements by 20%.
MM E-7: Solar Orientation	LD (R, C, M), I, SP, AQP, RR, P/Stationary & Area	0.5%/Low: SMAQMD presents this % reduction (EDAW 2006, SMAQMD 2007).	Yes	Yes	Yes	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Project orients 75% or more of homes and/or buildings to face either north or south (within 30° of N/S). Building design includes roof overhangs that are sufficient to block the high summer sun, but not the lower winter sun, from penetrating south facing windows. Trees, other landscaping features and other buildings are sited in such a way as to maximize shade in the summer and maximize solar access to walls and windows in the winter.
MM E-8: Nonroof Surfaces	LD (R, C, M), I, GSP, AQP, RR, P/Stationary & Area	1.0%/Low: SMAQMD presents this % reduction (EDAW 2006, SMAQMD 2007).	Yes	Yes (USGBC 2002 and 2005)	Yes (USGBC 2002 and 2005)	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Provide shade (within 5 years) and/or use light-colored/high-albedo materials (reflectance of at least 0.3) and/or open grid pavement for at least 30% of the site's nonroof impervious surfaces, including parking lots, walkways, plazas, etc.; OR place a minimum of 50% of parking spaces underground or covered by structured parking; OR use an open-grid pavement system (less than 50% impervious) for a minimum of

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Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective		Feasible (Yes/No)		Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
								50% of the parking lot area. The mitigation measure reduces heat islands (thermal gradient differences between developed and undeveloped areas to minimize impact on microclimate and human and wildlife habitats. This measure requires the use of patented or copyright protected methodologies created by the ASTM. The SRI is a measure of the constructed surface's ability to reflect solar heat, as shown by a small rise in temperature. It is defined so that a standard black (reflectance 0.05, emittance 0.90) is "0" and a standard white (reflectance 0.80, emittance 0.90) is 100. To calculate SRI for a given material, obtain the reflectance value and emittance value for the material. SRI is calculated according to ASTM E 1980-01. Reflectance is measured

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Mitigation Measure	Applicable Project/Source Type[1]	Effective		Feasible (Yes/No)		Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
								according to ASTM E 903, ASTM E 1918, or ASTM C 1549. Emittance is measured according to ASTM E 408 or ASTM C 1371. Default values for some materials will be available in the LEED-NC v2.2 Reference Guide.
MM E-9: Low-Energy Cooling	LD (C, M), I, SP, AQP, RR, P/Stationary & Area	1%-10%/Low: EDAW presents this percent reduction range (EDAW 2006).	Yes	Yes (USGBC 2002 and 2005)	Yes (USGBC 2002 and 2005)	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Project optimizes building's thermal distribution by separating ventilation and thermal conditioning systems.
MM E-10: Green Roof	LD (R, C, M), I, SP, AQP, RR, P/Stationary & Area	1.0%/Moderate: SMAQMD presents this % reduction (EDAW 2006, SMAQMD 2007).	Yes	Yes (USGBC 2002 and 2005)	Yes (USGBC 2002 and 2005)	Adverse: Increased Water Consumption Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Install a vegetated roof that covers at least 50% of roof area. The reduction assumes that a vegetated roof is installed on a least 50% of the roof area or that a combination high albedo and vegetated roof surface is installed that meets the following standard: (Area of SRI Roof/0.75)+(Area of vegetated roof/0.5) >= Total Roof Area. Water consumption reduction measures shall be considered in the design of the green roof.
MM E-11: EV Charging Facilities	LD (C, M), SP, AQP, RR, P/Stationary & Area	NA/Low	Yes: $500-$5000/ vehicle site (PG&E 1999)	Yes	Yes: 381 facilities in CA (Clean Air Maps 2007).	Adverse: No Beneficial: CAPs, TACs	DOE, EERE, CA air quality management and control districts and cities/counties (e.g., BAAQMD).	Project installs EV charging facilities.
MM E-12:	LD (R, C, M),	NA/Low: Increasing	Yes: Light	Yes	Yes: Apply	Adverse: No		Project provides light-colored

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Mitigation Measure	Applicable Project/Source Type[1]	Effective		Feasible (Yes/No)		Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
Light-Colored Paving	I, SP, AQP, RR, P/Stationary & Area	the albedo of 1,250 km of pavement by 0.25 would save cooling energy worth $15M per year.	colored aggregates and white cement are more expensive than gray cement. Certain blended cements are very light in color and may reflect similarly to white cement at an equivalent cost to normal gray cement.		natural sand or gravel colored single surface treatments to asphalt (EOE 2007).	Beneficial: CAPs, TACs		paving (e.g., increased albedo pavement).
MM E-13: Cool Roofs	LD (R, C, M), I, SP, AQP, RR, P/Stationary & Area	NA/Low	Yes: 0.75–1.5/square feet coating (EPA 2007a)	Yes	Yes: Over 90% of the roofs in the United States are dark colored	Adverse: No Beneficial: CAPs, TACs	CEC	Project provides cool roofs. Highly reflective, highly emissive roofing materials that stay 50-60°F cooler than a normal roof under a hot summer sun. CA's Cool Savings

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Mitigation Measure	Applicable Project/Source Type[1]	Effective		Feasible (Yes/No)		Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
					(EPA 2007a).			Program provided rebates to building owners for installing roofing materials with high solar reflectance and thermal emittance. The highest rebate went to roofs on air conditioned buildings, while buildings with rooftop ducts and other nonresidential buildings were eligible for slightly less. The program aimed to reduce peak summer electricity demand and was administered by the CEC.
MM E-14: Solar Water Heaters	LD (R, M), SP, AQP, RR, P/Stationary & Area	20%–70% reduction in cooling energy needs/Moderate	Yes: $1675/20 square feet, requires a 50 gallon tank, annual operating cost of $176 (DOE 2007).	Yes	Yes: Based on solar orientation, building codes, zoning ordinances.	Adverse: No Beneficial: CAPs, TACs	Europe	Project provides solar water heaters.
MM E-15: Electric Yard Equipment Compatibility	LD (R, M), SP, AQP, RR, P/Stationary & Area	NA/Low	Yes: $75–$250/outlet from existing circuit (Cost Helper 2007).	Yes	Yes	Adverse: No Beneficial: CAPs, TACs		Project provides electrical outlets at building exterior areas.
MM E-16: Energy Efficient Appliance Standards	LD (R, C, M), SP, AQP, RR, P/Stationary & Area	NA/Low	Yes: Varies for each appliance—higher capital costs, lower operating costs (Energy	Yes	Yes: Major retail stores.	Adverse: No Beneficial: CAPs, TACs		Project uses energy efficient appliances (e.g., Energy Star).

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		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
			Star 2007).					
MM E-17: Green Building Materials	LD (R, C, M), SP, AQP, RR, P/Stationary & Area	NA/Low: 25-30% more efficient on average.	Yes	Yes: BEES software allows users to balance the environmental and economic performance of building products; developed by NIST (NIST 2007).	Yes	Adverse: No Beneficial: CAPs, TACs		Project uses materials which are resource efficient, recycled, with long life cycles and manufactured in an environmentally friendly way.
MM E-18: Shading Mechanisms	LD (R, C, M), I, SP, AQP, RR, P/Stationary, & Area	NA/Low: Up to $450 annual energy savings (Energy Star 2007).	Yes: Higher capital costs, lower operating and maintenance costs (Energy Star 2007).	Yes	Yes: Major retail stores.	Adverse: No Beneficial: CAPs, TACs		Install energy-reducing shading mechanisms for windows, porch, patio and walkway overhangs.

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Table 16 Mitigation Measure Summary								
Mitigation Measure	Applicable Project/Source Type[1]	Effective		Feasible (Yes/No)		Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
MM E-19: Ceiling/Whole-House Fans	LD (R, C, M), I, SP, AQP, RR, P/Stationary, & Area	NA/Low: 50% more efficient than conventional fans (Energy Star 2007).	Yes: $45-$200/fan, installation extra (Lowe's 2007).	Yes	Yes: Major retail stores.	Adverse: No Beneficial: CAPs, TACs		Install energy-reducing ceiling/whole-house fans.
MM E-20: Programmable Thermostats	LD (R, C, M), I, SP, AQP, RR, P/Stationary, & Area	NA/Low: $100 annual savings in energy costs (Energy Star 2007).	Yes: $60/LCD display and 4 settings for typical residential use (Lowe's 2007).	Yes	Yes: Major retail stores.	Adverse: Yes, Mercury Beneficial: CAPs, TACs		Install energy-reducing programmable thermostats that automatically adjust temperature settings.
MM E-21: Passive Heating and Cooling Systems	LD (R, C, M), I, SP, AQP, RR, P/Stationary, & Area	NA/Low	Yes: $800 (wall heaters) to $4,000+ (central systems)	Yes	Yes	Adverse: No Beneficial: CAPs, TACs		Install energy-reducing passive heating and cooling systems (e.g., insulation and ventilation).
MM E-22: Day Lighting Systems	LD (R, C, M), I, SP, AQP, RR, P/Stationary, & Area	NA/Low	Yes: $1,300 to $1,500 depending upon the kind of roof (Barrier 1995), installation extra.	Yes	Yes: Work well only for space near the roof of the building, little benefit in multi-floor buildings.	Adverse: No Beneficial: CAPs, TACs		Install energy-reducing day lighting systems (e.g., skylights, light shelves and interior transom windows).
MM E-23: Low-Water Use Appliances	LD (R, C, M), I, SP, AQP, RR, P/Stationary, & Area	NA/Low: Avoided water agency cost for using water-efficient kitchen pre-rinse spray valves of $65.18 per acre-foot.	Yes: Can return their cost through reduction in water consumption,	Yes	Yes	Adverse: No Beneficial: CAPs, TACs		Require the installation of low-water use appliances.

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Mitigation Measure	Applicable Project/Source Type[1]	Effective		Feasible (Yes/No)		Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
			pumping, and treatment.					
MM E-24: Goods Transport by Rail	LD (C, M), I, SP, AQP, RR, P/Mobile	NA/Moderate	Yes	Yes	Yes	Adverse: No Beneficial: CAPs, TACs	ARB Goods Movement Plan (ARB 2007)	Provide a spur at nonresidential projects to use nearby rail for goods movement.
Social Awareness/Education								
MM S-1: GHG Emissions Reductions Education	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile, Stationary, & Mobile	NA/Low	Yes	Yes	Yes: Similar programs currently exist in CA.	Adverse: No Beneficial: CAPs, TACs		Provide local governments, businesses, and residents with guidance/protocols/information on how to reduce GHG emissions (e.g., energy saving, food miles).
MM S-2: School Curriculum	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile, Stationary, & Mobile	NA/Low	Yes	Yes	Yes: Similar programs currently exist in CA.	Adverse: No Beneficial: CAPs, TACs		Include how to reduce GHG emissions (e.g., energy saving, food miles) in the school curriculum.
Construction								
MM C-1: ARB-Certified Diesel Construction Equipment	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile	NA/Low	Yes: Oxidation Catalysts, $1,000-	Yes	Yes	Adverse: Yes, NO_x Beneficial: CAPs, TACs	AG, EPA, ARB, and CA air quality management and pollution control districts.	Use ARB-certified diesel construction equipment. Increases CO_2 emissions when trapped CO and carbon particles

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Table 16 Mitigation Measure Summary								
Mitigation Measure	Applicable Project/Source Type[1]	Effective		Feasible (Yes/No)		Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
			$2,000. DPF, $5000-$10,000; installation extra (EPA 2007b).					are oxidized (Catalyst Products 2007, ETC 2007).
MM C-2: Alternative Fuel Construction Equipment	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile	NA/Low	Yes	Yes	Yes	Adverse: Yes, THC, NO_x Beneficial: CO, PM, SO_x	AG, EPA, ARB, and CA air quality management and pollution control districts.	Use alternative fuel types for construction equipment. At the tailpipe biodiesel emits 10% more CO_2 than petroleum diesel. Overall lifecycle emissions of CO_2 from 100% biodiesel are 78% lower than those of petroleum diesel (NREL 1998, EPA 2007b).
MM C-3: Local Building Materials	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile	NA/Low	Yes	Yes	Yes: Depends on location of building material manufacture sites.	Adverse: No Beneficial: CAPs, TACs		Use locally made building materials for construction of the project and associated infrastructure.
MM C-4: Recycle Demolished Construction Material	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile	NA/Low	Yes	Yes	Yes	Adverse: No Beneficial: CAPs, TACs		Recycle/Reuse demolished construction material. Use locally made building materials for construction of the project and associated infrastructure.

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Table 16 Mitigation Measure Summary								
Mitigation Measure	Applicable Project/Source Type[1]	Effective		Feasible (Yes/No)		Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
Miscellaneous								
MM M-1: Off-Site Mitigation Fee Program	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile & Area	NA/Moderate-High: Though there is currently no program in place, the potential for real and quantifiable reductions of GHG emissions could be high if a defensible fee program were designed.	Yes	Yes	No: Program does not exist in CA, but similar programs currently exist (e.g., Carl Moyer Program, SJVAPCD Rule 9510, SMAQMD Off-Site Construction Mitigation Fee Program).	Adverse: No Beneficial: CAPs, TACs		Provide/Pay into an off-site mitigation fee program, which focuses primarily on reducing emissions from existing development and buildings through retro-fit (e.g., increased insulation).
MM M-2: Offset Purchase	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile, Stationary, & Area	NA/Low	Yes	Yes	No: ARB has not adopted official program, but similar programs	No		Provide/purchase offsets for additional emissions by acquiring carbon credits or engaging in other market "cap and trade" systems.

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Table 16
Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective		Feasible (Yes/No)		Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
					currently exist.			
Regional Transportation Plan Measures								
MM RTP-1: Dedicate High Occupancy Vehicle (HOV) lanes prior to adding capacity to existing highways.	RTP		Yes	Yes	Yes	Adverse: possible local CO Beneficial: regional CAPs, TACs	Caltrans, local government	Evaluate the trip reduction (and GHG reduction) potential of adding HOV lanes prior to adding standard lanes.
MM RTP-2: Implement toll/user fee programs prior to adding capacity to existing highways.	RTP		Yes	Yes	Yes	Adverse: possible local CO. Beneficial: regional CAPs, TACs	Caltrans	Evaluate price elasticity and associated trip reduction (and GHG reduction) potential with adding or increasing tolls prior to adding capacity to existing highways.

Note:
[1] Where LD (R, C, M) =Land Development (Residential, Commercial, Mixed-Use), I=Industrial, GP=General Plan, SP=Specific Plan, TP=Transportation Plans, AQP=Air Quality Plans, RR=Rules/Regulations, and P=Policy. It is important to note that listed project types may not be directly specific to the mitigation measure (e.g., TP, AQP, RR, and P) as such could apply to a variety of source types, especially RR and P.
[2] This score system entails ratings of high, moderate, and low that refer to the level of the measure to provide a substantive, reasonably certain (e.g., documented emission reductions with proven technologies), and long-term reduction of GHG emissions.
[3] Refers to whether the measure would provide a cost-effective reduction of GHG emissions based on available documentation.
[4] Refers to whether the measure is based on currently, readily available technology based on available documentation.
[5] Refers to whether the measure could be implemented without extraordinary effort based on available documentation.
[6] List is not meant to be all inclusive.
Source: Data complied by EDAW in 2007

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Table 17
General Planning Level Mitigation Strategies Summary

Strategy	Source Type[1]	Agency/Organization[2]	Description/Comments
MS G-1: Adopt a GHG reduction plan	GP/ Mobile, Stationary, & Area	City of San Bernardino	- Adopt GHG reduction targets for the planning area, based on the current legislation providing direction for state-wide targets, and update the plan as necessary. -The local government agency should serve as a model by inventorying its GHG emissions from agency operations, and implementing those reduction goals.
Circulation			
MS G-2: Provide for convenient and safe local travel	GP/ Mobile	Cities/Counties (e.g., Aliso Viejo, Claremont)	- Create a gridded street pattern with small block sizes. This promotes walkability through direct routing and ease of navigation. -Maintain a high level of connectivity of the roadway network. Minimize cul-de-sacs and incomplete roadway segments. -Plan and maintain an integrated, hierarchical and multi-modal system of roadways, pedestrian walks, and bicycle paths throughout the area. -Apply creative traffic management approaches to address congestion in areas with unique problems, particularly on roadways and intersections in the vicinity of schools in the morning and afternoon peak hours, and near churches, parks and community centers. -Work with adjacent jurisdictions to address the impacts of regional development patterns (e.g. residential development in surrounding communities, regional universities, employment centers, and commercial developments) on the circulation system. -Actively promote walking as a safe mode of local travel, particularly for children attending local schools. -Employ traffic calming methods such as median landscaping and provision of bike or transit lanes to slow traffic, improve roadway capacity, and address safety issues.
MS G-3: Enhance the regional transportation network and maintain effectiveness	GP/ Mobile	Cities/Counties (e.g., Aliso Viejo, Claremont)	-Encourage the transportation authority to reduce fees for short distance trips. -Ensure that improvements to the traffic corridors do not negatively impact the operation of local roadways and land uses.

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Table 17 General Planning Level Mitigation Strategies Summary			
Strategy	**Source Type[1]**	**Agency/Organization[2]**	**Description/Comments**
			-Cooperate with adjacent jurisdictions to maintain adequate service levels at shared intersections and to provide adequate capacity on regional routes for through traffic. -Support initiatives to provide better public transportation. Work actively to ensure that public transportation is part of every regional transportation corridor. - Coordinate the different modes of travel to enable users to transfer easily from one mode to another. -Work to provide a strong paratransit system that promotes the mobility of all residents and educate residents about local mobility choices. - Promote transit-oriented development to facilitate the use of the community's transit services.
MS G-4: Promote and support an efficient public transportation network connecting activity centers in the area to each other and the region.	GP/ Mobile	Cities/Counties (e.g., Aliso Viejo, Claremont)	-Promote increased use of public transportation and support efforts to increase bus service range and frequency within the area as appropriate. -Enhance and encourage provision of attractive and appropriate transit amenities, including shaded bus stops, to encourage use of public transportation. -Encourage the school districts, private schools and other operators to coordinate local bussing and to expand ride-sharing programs. All bussing options should be fully considered before substantial roadway improvements are made in the vicinity of schools to ease congestion.
MS G-5: Establish and maintain a comprehensive system, which is safe and convenient, of pedestrian ways and bicycle routes that provide viable options to travel by automobile.	GP/ Mobile	Cities/Counties (e.g., Aliso Viejo, Claremont)	-Improve area sidewalks and rights-of-way to make them efficient and appealing for walking and bicycling safely. Coordinate with adjacent jurisdictions and regional agencies to improve pedestrian and bicycle trails, facilities, signage, and amenities. -Provide safe and convenient pedestrian and bicycle connections to and from town centers, other commercial districts, office complexes, neighborhoods, schools, other major activity centers, and surrounding communities. -Work with neighboring jurisdictions to provide well-designed pedestrian and bicycle crossings of major roadways. -Promote walking throughout the community. Install sidewalks where missing and make improvements

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Table 17 General Planning Level Mitigation Strategies Summary			
Strategy	**Source Type[1]**	**Agency/Organization[2]**	**Description/Comments**
			to existing sidewalks for accessibility purposes. Particular attention should be given to needed sidewalk improvement near schools and activity centers. -Encourage businesses or residents to sponsor street furniture and landscaped areas. - Strive to provide pedestrian pathways that are well shaded and pleasantly landscaped to encourage use. - Attract bicyclists from neighboring communities to ride their bicycles or to bring their bicycles on the train to enjoy bicycling around the community and to support local businesses. - Meet guidelines to become nationally recognized as a Bicycle-Friendly community. - Provide for an education program and stepped up code enforcement to address and minimize vegetation that degrades access along public rights-of-way. -Engage in discussions with transit providers to increase the number of bicycles that can be accommodated on buses
MS G-6: Achieve optimum use of regional rail transit.	GP/ Mobile	Cities/Counties (e.g., Aliso Viejo, Claremont)	-Support regional rail and work with rail authority to expand services. - Achieve better integration of all transit options. -Work with regional transportation planning agencies to finance and provide incentives for multimodal transportation systems. - Promote activity centers and transit-oriented development projects around the transit station.
MS G-7: Expand and optimize use of local and regional bus and transit systems.	GP/ Mobile	Cities/Counties (e.g., Aliso Viejo, Claremont)	-Encourage convenient public transit service between area and airports. -Support the establishment of a local shuttle to serve commercial centers. -Promote convenient, clean, efficient, and accessible public transit that serves transit-dependent riders and attracts discretionary riders as an alternative to reliance on single-occupant automobiles.

MV00178000

Table 17
General Planning Level Mitigation Strategies Summary

Strategy	Source Type[1]	Agency/Organization[2]	Description/Comments
			- Empower seniors and those with physical disabilities who desire maximum personal freedom and independence of lifestyle with unimpeded access to public transportation. -Integrate transit service and amenities with surrounding land uses and buildings.
Conservation, Open Space			
MS G-8: Emphasize the importance of water conservation and maximizing the use of native, low-water landscaping.	GP/Stationary & Area	Cities/Counties (e.g., Aliso Viejo, Claremont)	-Reduce the amount of water used for landscaping and increase use of native and low water plants. Maximize use of native, low-water plants for landscaping of areas adjacent to sidewalks or other impermeable surfaces. -Encourage the production, distribution and use of recycled and reclaimed water for landscaping projects throughout the community, while maintaining urban runoff water quality objectives. -Promote water conservation measures, reduce urban runoff, and prevent groundwater pollution within development projects, property maintenance, area operations and all activities requiring approval. -Educate the public about the importance of water conservation and avoiding wasteful water habits. -Work with water provider in exploring water conservation programs, and encourage the water provider to offer incentives for water conservation.
MS G-9: Improve air quality within the region.	GP/ Mobile, Stationary, & Area	Cities/Counties (e.g., Aliso Viejo, Claremont)	-Integrate air quality planning with area land use, economic development and transportation planning efforts. -Support programs that reduce air quality emissions related to vehicular travel. -Support alternative transportation modes and technologies, and develop bike- and pedestrian-friendly neighborhoods to reduce emissions associated with automobile use. -Encourage the use of clean fuel vehicles. -Promote the use of fuel-efficient heating and cooling equipment and other appliances, such as water

MV00178001

Table 17 General Planning Level Mitigation Strategies Summary			
Strategy	**Source Type[1]**	**Agency/Organization[2]**	**Description/Comments**
			heaters, swimming pool heaters, cooking equipment, refrigerators, furnaces, and boiler units. - Promote the use of clean air technologies such as fuel cell technologies, renewable energy sources. UV coatings, and alternative, non-fossil fuels. -Require the planting of street trees along streets and inclusion of trees and landscaping for all development projects to help improve airshed and minimize urban heat island effects. - Encourage small businesses to utilize clean, innovative technologies to reduce air pollution. - Implement principles of green building. - Support jobs/housing balance within the community so more people can both live and work within the community. To reduce vehicle trips, encourage people to telecommute or work out of home or in local satellite offices.
MS G-10: Encourage and maximize energy conservation and identification of alternative energy sources.	GP/ Stationary & Area	Cities/Counties (e.g., Aliso Viejo, Claremont)	-Encourage green building designs for new construction and renovation projects within the area. -Coordinate with regional and local energy suppliers to ensure adequate supplies of energy to meet community needs, implement energy conservation and public education programs, and identify alternative energy sources where appropriate. -Encourage building orientations and landscaping that enhance natural lighting and sun exposure. -Encourage expansion of neighborhood-level products and services and public transit opportunities throughout the area to reduce automobile use. - Incorporate the use of energy conservation strategies in area projects. - Promote energy-efficient design features, including appropriate site orientation, use of light color roofing and building materials, and use of evergreen trees and wind-break trees to reduce fuel consumption for heating and cooling.

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Table 17 General Planning Level Mitigation Strategies Summary			
Strategy	Source Type[1]	Agency/Organization[2]	Description/Comments
			-Explore and consider the cost/benefits of alternative fuel vehicles including hybrid, natural gas, and hydrogen powered vehicles when purchasing new vehicles. -Continue to promote the use of solar power and other energy conservation measures. - Encourage residents to consider the cost/benefits of alternative fuel vehicles. - Promote the use of different technologies that reduce use of non-renewable energy resources. -Facilitate the use of green building standards and LEED in both private and public projects. -Promote sustainable building practices that go beyond the requirements of Title 24 of the California Administrative Code, and encourage energy-efficient design elements, as appropriate. -Support sustainable building practices that integrate building materials and methods that promote environmental quality, economic vitality, and social benefit through the design, construction, and operation of the built environment. - Investigate the feasibility of using solar (photovoltaic) street lights instead of conventional street lights that are powered by electricity in an effort to conserve energy. - Encourage cooperation between neighboring development to facilitate on-site renewable energy supplies or combined heat and power co-generation facilities that can serve the energy demand of contiguous development.

MV00178003

Table 17
General Planning Level Mitigation Strategies Summary

Strategy	Source Type[1]	Agency/Organization[2]	Description/Comments
MS G-11: Preserve unique community forests, and provide for sustainable increase and maintenance of this valuable resource.	GP/Stationary & Area	Cities/Counties (e.g., Aliso Viejo, Claremont)	- Develop a tree planting policy that strives to accomplish specific % shading of constructed paved and concrete surfaces within five years of construction. -Provide adequate funding to manage and maintain the existing forest, including sufficient funds for tree planting, pest control, scheduled pruning, and removal and replacement of dead trees. -Coordinate with local and regional plant experts in selecting tree species that respect the natural region in which Claremont is located, to help create a healthier, more sustainable urban forest. - Continue to plant new trees (in particular native tree species where appropriate), and work to preserve mature native trees. -Increase the awareness of the benefits of street trees and the community forest through a area wide education effort. -Encourage residents to properly care for and preserve large and beautiful trees on their own private property.
Housing			
MS G-12: Provide affordability levels to meet the needs of community residents.	GP/ Mobile	Cities/Counties (e.g., Aliso Viejo, Claremont)	-Encourage development of affordable housing opportunities throughout the community, as well as development of housing for elderly and low and moderate income households near public transportation services. -Ensure a portion of future residential development is affordable to low and very low income households.
Land Use			
MS G-13: Promote a visually-cohesive urban form and establish connections between the urban core and outlying portions of the	GP/ Mobile, Stationary, & Area	Cities/Counties (e.g., Aliso Viejo, Claremont)	-Preserve the current pattern of development that encourages more intense and higher density development at the core of the community and less intense uses radiating from the central core. -Create and enhance landscaped greenway, trail and sidewalk connections between neighborhoods and to commercial areas, town centers, and parks.

MV00178004

Table 17 General Planning Level Mitigation Strategies Summary			
Strategy	**Source Type[1]**	**Agency/Organization[2]**	**Description/Comments**
community.			-Identify ways to visually identify and physically connect all portions of the community, focusing on enhanced gateways and unifying isolated and/or outlying areas with the rest of the area. -Study and create a diverse plant identity with emphasis on drought-resistant native species.
MS G-14: Provide a diverse mix of land uses to meet the future needs of all residents and the business community.	GP/ Mobile	Cities/Counties (e.g., Aliso Viejo, Claremont)	-Attract a broad range of additional retail, medical, and office uses providing employment at all income levels. -Support efforts to provide beneficial civic, religious, recreational, cultural and educational opportunities and public services to the entire community. -Coordinate with public and private organizations to maximize the availability and use of parks and recreational facilities in the community. -Support development of hotel and recreational commercial land uses to provide these amenities to local residents and businesses.
MS G-15: Collaborate with providers of solid waste collection, disposal and recycling services to ensure a level of service that promotes a clean community and environment.	GP/ Stationary, & Area	Cities/Counties (e.g., Aliso Viejo, Claremont)	-Require recycling, composting, source reduction and education efforts throughout the community, including residential, businesses, industries, and institutions, within the construction industry, and in all sponsored activities.
MS G-16: Promote construction, maintenance and active use of publicly- and privately-operated parks, recreation programs, and a community center.	GP/ Mobile	Cities/Counties (e.g., Aliso Viejo, Claremont)	-Work to expand and improve community recreation amenities including parks, pedestrian trails and connections to regional trail facilities. -As a condition upon new development, require payment of park fees and/or dedication and provision of parkland, recreation facilities and/or multi-use trails that improve the public and private recreation system. -Research options or opportunities to provide necessary or desired community facilities.

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Strategy	Source Type[1]	Agency/Organization[2]	Description/Comments
MS G-17: Promote the application of sustainable development practices.	GP/ Mobile, Stationary, & Area	Cities/Counties (e.g., Aliso Viejo, Claremont)	- Encourage sustainable development that incorporates green building best practices and involves the reuse of previously developed property and/or vacant sites within a built-up area. - Encourage the conservation, maintenance, and rehabilitation of the existing housing stock. -Encourage development that incorporates green building practices to conserve natural resources as part of sustainable development practices. -Avoid development of isolated residential areas in the hillsides or other areas where such development would require significant infrastructure investment, adversely impact biotic resources. - Provide land area zoned for commercial and industrial uses to support a mix of retail, office, professional, service, and manufacturing businesses.
MS G-18: Create activity nodes as important destination areas, with an emphasis on public life within the community.	GP/ Mobile	Cities/Counties (e.g., Aliso Viejo, Claremont)	-Provide pedestrian amenities, traffic-calming features, plazas and public areas, attractive streetscapes, shade trees, lighting, and retail stores at activity nodes. -Provide for a mixture of complementary retail uses to be located together to create activity nodes to serve adjacent neighborhoods and to draw visitors from other neighborhoods and from outside the area.
MS G-19: Make roads comfortable, safe, accessible, and attractive for use day and night.	GP/ Mobile	Cities/Counties (e.g., Aliso Viejo, Claremont)	-Provide crosswalks and sidewalks along streets that are accessible for people with disabilities and people who are physically challenged. -Provide lighting for walking and nighttime activities, where appropriate. -Provide transit shelters that are comfortable, attractive, and accommodate transit riders.
MS G-20: Maintain and expand where possible the system of neighborhood connections that attach neighborhoods to larger roadways.	GP/ Mobile	Cities/Counties (e.g., Aliso Viejo, Claremont)	- Provide sidewalks where they are missing, and provide wide sidewalks where appropriate with buffers and shade so that people can walk comfortably. -Make walking comfortable at intersections through traffic-calming, landscaping, and designated crosswalks.

MV00178006

Table 17 General Planning Level Mitigation Strategies Summary			
Strategy	Source Type[1]	Agency/Organization[2]	Description/Comments
			-Look for opportunities for connections along easements & other areas where vehicles not permitted.
MS G-21: Create distinctive places throughout the area.	GP/ Mobile	Cities/Counties (e.g., Aliso Viejo, Claremont)	-Provide benches, streetlights, public art, and other amenities in public areas to attract pedestrian activities. -Encourage new developments to incorporate drought tolerant and native landscaping that is pedestrian friendly, attractive, and consistent with the landscaped character of area. -Encourage all new development to preserve existing mature trees. -Encourage streetscape design programs for commercial frontages that create vibrant places which support walking, bicycling, transit, and sustainable economic development. -Encourage the design and placement of buildings on lots to provide opportunities for natural systems such as solar heating and passive cooling. - Ensure that all new industrial development projects are positive additions to the community setting, provide amenities for the comfort of the employees such as outdoor seating area for breaks or lunch, and have adequate landscape buffers.
MS G-22: Reinvest in existing neighborhoods and promote infill development as a preference over new, greenfield development	GP/ Mobile, Stationary, & Area	Cities/Counties (e.g., Aliso Viejo, Claremont)	- Identify all underused properties in the plan area and focus development in these opportunity sites prior to designating new growth areas for development. - Implement programs to retro-fit existing structures to make them more energy-efficient. -Encourage compact development, by placing the desired activity areas in smaller spaces.

MV00178007

Table 17
General Planning Level Mitigation Strategies Summary

Strategy	Source Type[1]	Agency/Organization[2]	Description/Comments
Public Safety			
MS G-23: Promote a safe community in which residents can live, work, shop, and play.	GP/ Mobile	Cities/Counties (e.g., Aliso Viejo, Claremont)	- Foster an environment of trust by ensuring non-biased policing, and by adopting policies and encouraging collaboration that creates transparency. - Facilitate traffic safety for motorists and pedestrians through proper street design and traffic monitoring.

Note:
[1] Where GP=General Plan.
[2] List is not meant to be all inclusive.
Source: Data complied by EDAW in 2007

MV00178008

Appendix C

Rule and Regulation Summary

Table 18
Rule and Regulation Summary

Rule/Regulation	Reduction	Implementation Date	Agency	Description	Comments
Low Carbon Fuel Standard	10-20 MMT CO_2e by 2020	January 1, 2010	ARB	This rule/regulation will require fuel providers (e.g., producers, importers, refiners and blenders) to ensure that the mix of fuels they sell in CA meets the statewide goal to reduce the carbon intensity of CA's transportation fuels by at least 10% by the 2020 target.	ARB Early Action Measure
Reduction of HFC-134a Emissions from Nonprofessional Servicing of Motor Vehicle Air Conditioning Systems	1-2 MMT CO_2e by 2020	January 1, 2010	ARB	This rule/regulation will restrict the use of high GWP refrigerants for nonprofessional recharging of leaky automotive air conditioning systems.	ARB Early Action Measure
Landfill Gas Recovery	2-4 MMT CO_2e by 2020	January 1, 2010	IWMB, ARB	This rule/regulation will require landfill gas recovery systems on small to medium landfills that do not have them and upgrade the requirements at landfills with existing systems to represent best capture and destruction efficiencies.	ARB Early Action Measure
Vehicle Climate Change Standards (AB 1493 Pavley, Chapter 200, Statutes of 2002)	30 MMT CO_2e by 2020	2009	ARB	This rule/regulation will require ARB to achieve the maximum feasible and cost effective reduction of GHG emissions from passenger vehicles and light-duty trucks.	ARB Early Action Measure
Reduction of PFCs from the Semiconductor Industry	0.5 MMT CO_2e by 2020	2007–2009	ARB	This rule/regulation will reduce GHG emissions by process improvements/source reduction, alternative chemicals capture and beneficial reuse, and destruction technologies	Underway or to be initiated by CAT members in 2007-2009 period

AB=Assembly Bill; ARB=California Air Resources Board; Calfire=California Fire; CA=California; Caltrans=California Department of Transportation; CAT=California Action Team; CEC=California Energy Commission; CDFA=California Department of Food and Agriculture; CH_4=Methane; CO_2=Carbon Dioxide; CPUC=California Public Utilities Commission; CUFR=California Urban Forestry; DGS=Department of General Services; DWR=Department of Water Resources; GHG=Greenhouse Gas; GWP=Global Warming Potential; IGCC= Integrated Gasification Combined Cycle; IOU= Investor-Owned Utility; IT=Information Technology; IWCB= Integrated Waste Management Board; LNG= Liquefied Natural Gas; MMT CO_2e=Million Metric Tons Carbon Dioxide Equivalent; MW=Megawatts; NA=Not Available; N_2O=Nitrous Oxide; PFC= Perfluorocompound; POU= Publicly Owned Utility; RPS= Renewable Portfolio Standards; RTP=Regional Transportation Plan SB=Senate Bill; SWP=State Water Project; TBD=To Be Determined; UC/CSU=University of California/California State University; ULEV=Ultra Low Emission Vehicle.

MV00178010

Table 18 Rule and Regulation Summary					
Rule/Regulation	**Reduction**	**Implementation Date**	**Agency**	**Description**	**Comments**
Restrictions on High GWP Refrigerants	9 MMT CO_2e by 2020	2010	ARB	This rule/regulation will expand and enforce the national ban on release of high GWP refrigerants during appliance lifetime.	ARB Early Action Measure
Cement Manufacture	<1 MMT CO_2e per year (based on 2004 production levels)	2010	Caltrans	This rule/regulation will allow 2.5% interground limestone concrete mix in cement use.	CAT Early Action Measure
Hydrogen Fuel Standards (SB 76 of 2005)	TBD	By 2008	CDFA	This rule/regulation will develop hydrogen fuel standards for use in combustion systems and fuel cells.	CAT Early Action Measure
Regulation of GHG from Load Serving Entities (SB 1368)	15 MMT CO_2e by 2020	May 23, 2007	CEC, CPUC	This rule/regulation will establish a GHG emission performance standard for baseload generation of local publicly owned electric utilities that is no higher than the rate of emissions of GHG for combined-cycle natural gas baseload generation.	CAT Early Action Measure
Energy Efficient Building Standards	TBD	In 2008	CEC	This rule/regulation will update of Title 24 standards.	CAT Early Action Measure
Energy Efficient Appliance Standards	TBD	January 1, 2010	CEC	This rule/regulation will regulate light bulb efficiency	CAT Early Action Measure
Tire Efficiency (Chapter 8.7 Division 15 of the Public Resources Code)	<1 MMT CO_2e by 2020	January 1, 2010	CEC & IWMB	This rule/regulation will ensure that replacement tires sold in CA are at least as energy efficient, on average, as tires sold in the state as original equipment on these vehicles.	CAT Early Action Measure
New Solar Homes Partnership	TBD	January 2007	CEC	Under this rule/regulation, approved solar systems will receive incentive funds based on system performance above building standards.	CAT Early Action Measure

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Table 18 Rule and Regulation Summary					
Rule/Regulation	**Reduction**	**Implementation Date**	**Agency**	**Description**	**Comments**
Water Use Efficiency	1 MMT CO_2e by 2020	2010	DWR	This rule/regulation will adopt standards for projects and programs funded through water bonds that would require consideration of water use efficiency in construction and operation.	CAT Early Action Measure
State Water Project	TBD	2010	DWR	This rule/regulation will include feasible and cost effective renewable energy in the SWP's portfolio.	CAT Early Action Measure
Cleaner Energy for Water Supply	TBD	2010	DWR	Under this rule/regulation, energy supply contracts with conventional coal power plants will not be renewed.	CAT Early Action Measure
IOU Energy Efficiency Programs	4 MMT CO_2e by 2020	2010	CPUC	This rule/regulation will provide a risk/reward incentive mechanism for utilities to encourage additional investment in energy efficiency; evaluate new technologies and new measures like encouraging compact fluorescent lighting in residential and commercial buildings	CAT Early Action Measure
Solar Generation	TBD	2007–2009	DGS	3 MW of clean solar power generation implemented in CA last year, with another 1 MW coming up. The second round is anticipated to total additional 10 MW and may include UC/CSU campuses and state fairgrounds.	Underway or to be initiated by CAT members in 2007-2009 period

AB=Assembly Bill; ARB=California Air Resources Board; Calfire=California Fire; CA=California; Caltrans=California Department of Transportation; CAT=California Action Team; CEC=California Energy Commission; CDFA=California Department of Food and Agriculture; CH_4=Methane; CO_2=Carbon Dioxide; CPUC=California Public Utilities Commission; CUFR=California Urban Forestry; DGS=Department of General Services; DWR=Department of Water Resources; GHG=Greenhouse Gas; GWP=Global Warming Potential; IGCC= Integrated Gasification Combined Cycle; IOU= Investor-Owned Utility; IT=Information Technology; IWCB= Integrated Waste Management Board; LNG= Liquefied Natural Gas; MMT CO_2e=Million Metric Tons Carbon Dioxide Equivalent; MW=Megawatts; NA=Not Available; N_2O=Nitrous Oxide; PFC= Perfluorocompound; POU= Publicly Owned Utility; RPS= Renewable Portfolio Standards; RTP=Regional Transportation Plan SB=Senate Bill; SWP=State Water Project; TBD=To Be Determined; UC/CSU=University of California/California State University; ULEV=Ultra Low Emission Vehicle.

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Table 18
Rule and Regulation Summary

Rule/Regulation	Reduction	Implementation Date	Agency	Description	Comments
Transportation Efficiency	9 MMT CO_2e by 2020	2007–2009	Caltrans	This rule/regulation will reduce congestion, improve travel time in congested corridors, and promote coordinated, integrated land use.	Underway or to be initiated by CAT members in 2007-2009 period
Smart Land Use and Intelligent Transportation	10 MMT CO_2e by 2020	2007–2009	Caltrans	This rule/regulation will integrate consideration of GHG reduction measures and energy efficiency factors into RTPs, project development etc.	Underway or to be initiated by CAT members in 2007-2009 period
Cool Automobile Paints	1.2 to 2.0 MMT CO_2e by 2020	2009	ARB	Cool paints would reduce the solar heat gain in a vehicle and reduce air conditioning needs.	ARB Early Action Measure
Tire Inflation Program	TBD	2009	ARB	This rule/regulation will require tires to be checked and inflated at regular intervals to improve fuel economy.	ARB Early Action Measure
Electrification of Stationary Agricultural Engines	0.1 MMT CO_2e by 2020	2010	ARB	This rule/regulation will provide incentive funding opportunities for replacing diesel engines with electric motors.	ARB Early Action Measure
Desktop Power Management	Reduce energy use by 50%	2007–2009	DGS, ARB	This rule/regulation will provide software to reduce electricity use by desktop computers by up to 40%.	Currently deployed in DGS
Reducing CH_4 Venting/Leaking from Oil and Gas Systems (EJAC-3/ARB 2-12)	1 MMT CO_2e by 2020	2010	ARB	This rule/regulation will reduce fugitive CH_4 emissions from production, processing, transmission, and distribution of natural gas and oil.	ARB Early Action Measure
Replacement of High GWP Gases Used in Fire Protection Systems with Alternate Chemical (ARB 2-10)	0.1 MMT CO_2e by 2020	2011	ARB	This rule/regulation will require the use of lower GWP substances in fire protection systems.	ARB Early Action Measure
Contracting for Environmentally Preferable Products	NA	2007–2009	DGS	New state contracts have been or are being created for more energy and resource efficient IT goods, copiers, low mercury fluorescent lamps, the CA Gold Carpet Standard and office furniture.	Underway or to be initiated by CAT members in 2007-2009 period
Hydrogen Fuel Cells	NA	2007–2009	DGS	This rule/regulation will incorporate clean hydrogen fuel cells in stationary applications	Underway or to be initiated by CAT members in 2007-2009

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Table 18 Rule and Regulation Summary					
Rule/Regulation	**Reduction**	**Implementation Date**	**Agency**	**Description**	**Comments**
				at State facilities and as back-up generation for emergency radio services.	period
High Performance Schools	NA	2007–2009	DGS	New guidelines adopted for energy and resource efficient schools; up to $100 million in bond money for construction of sustainable, high performance schools.	Underway or to be initiated by CAT members in 2007-2009 period
Urban Forestry	1 MMT CO_2e by 2020	2007–2009	Calfire, CUFR	This rule/regulation will provide five million additional trees in urban areas by 2020.	Underway or to be initiated by CAT members in 2007-2009 period
Fuels Management/Biomass	3 MMT CO_2e by 2020	2007–2009	Calfire	This rule/regulation will provide biomass from forest fuel treatments to existing biomass utilization facilities.	Underway or to be initiated by CAT members in 2007-2009 period
Forest Conservation and Forest Management	10 MMT CO_2e by 2020	2007–2009	Calfire, WCB	This rule/regulation will provide opportunities for carbon sequestration in Proposition 84 forest land conservation program to conserve an additional 75,000 acres of forest landscape by 2010.	Underway or to be initiated by CAT members in 2007-2009 period
Afforestation/Reforestation	2 MMT CO_2e by 2020	2007–2009	Calfire	This rule/regulation will subsidize tree planting.	Underway or to be initiated by CAT members in 2007-2009 period
Dairy Digesters	TBD	January 1, 2010	CDFA	This rule/regulation will develop a dairy digester protocol to document GHG emission reductions from these facilities.	ARB Early Action Measure

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Table 18 Rule and Regulation Summary					
Rule/Regulation	**Reduction**	**Implementation Date**	**Agency**	**Description**	**Comments**
Conservation Tillage and Enteric Fermentation	1 MMT CO_2e by 2020	2007–2009	CDFA	This rule/regulation will develop and implement actions to quantify and reduce enteric fermentation emissions from livestock and sequester soil carbon using cover crops and conservation tillage.	Underway or to be initiated by CAT members in 2007-2009 period
ULEV	TBD	2007–2009	DGS	A new long term commercial rental contract was released in March 2007 requiring a minimum ULEV standard for gasoline vehicles and requires alternative fuel and hybrid-electric vehicles.	Underway or to be initiated by CAT members in 2007-2009 period
Flex Fuel Vehicles	370 metric tons CO_2, 0.85 metric tons of CH_4, and 1.14 metric tons of N_2O	2007–2009	DGS	Under this rule/regulation, DGS is replacing 800 vehicles with new, more efficient vehicles.	Underway or to be initiated by CAT members in 2007-2009 period
Climate Registry	TBD	2007–2009	DGS	Benchmarking and reduction of GHG emissions for state owned buildings, leased buildings and light duty vehicles.	Underway or to be initiated by CAT members in 2007-2009 period
Municipal Utilities Electricity Sector Carbon Policy	Included in SB 1368 reductions	2007–2009	CEC, CPUC, ARB	Under this rule/regulation, GHG emissions cap policy guidelines for CA's electricity sector (IOUs and POUs).	Underway or to be initiated by CAT members in 2007-2009 period
Alternative Fuels: Nonpetroleum Fuels	TBD	2007–2009	CEC	State plan to increase the use of alternative fuels for transportation; full fuel cycle assessment.	Underway or to be initiated by CAT members in 2007-2009 period
Zero Waste/High Recycling Strategy	5 MMT CO_2e by 2020	2007–2009	IWMB	This rule/regulation will identify materials to focus on to achieve GHG reduction at the lowest possible cost; Builds on the success of 50% Statewide Recycling Goal.	Underway or to be initiated by CAT members in 2007-2009 period
Organic Materials Management	TBD	2007–2009	IWMB	This rule/regulation will develop a market incentive program to increase organics diversion to the agricultural industry.	Underway or to be initiated by CAT members in 2007-2009 period
Landfill Gas Energy	TBD	2007–2009	IWMB	Landfill Gas to Energy & LNG/biofuels	Underway or to be initiated by CAT members in 2007-2009 period

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Table 18 Rule and Regulation Summary					
Rule/Regulation	**Reduction**	**Implementation Date**	**Agency**	**Description**	**Comments**
Target Recycling	TBD	2007–2009	IWMB	This rule/regulation will focus on industry/public sectors with high GHG components to implement targeted commodity recycling programs.	Underway or to be initiated by CAT members in 2007-2009 period
Accelerated Renewable Portfolio Standard	Included in SB 1368 reductions	2007–2009	CPUC	This rule/regulation will examine RPS long term planning and address the use of tradable renewable energy credits for RPS compliance.	Underway or to be initiated by CAT members in 2007-2009 period
CA Solar Initiative	1 MMT CO_2e by 2020	2007–2009	CPUC	Initiative to deliver 2000 MWs of clean, emissions free energy to the CA grid by 2016.	Underway or to be initiated by CAT members in 2007-2009 period
Carbon Capture and Sequestration	TBD	2007–2009	CPUC	Proposals for power plants with IGCC and/or carbon capture in the next 18 months.	Underway or to be initiated by CAT members in 2007-2009
Source: Data complied by EDAW in 2007					

AB=Assembly Bill; ARB=California Air Resources Board; Calfire=California Fire; CA=California; Caltrans=California Department of Transportation; CAT=California Action Team; CEC=California Energy Commission; CDFA=California Department of Food and Agriculture; CH_4=Methane; CO_2=Carbon Dioxide; CPUC=California Public Utilities Commission; CUFR=California Urban Forestry; DGS=Department of General Services; DWR=Department of Water Resources; GHG=Greenhouse Gas; GWP=Global Warming Potential; IGCC= Integrated Gasification Combined Cycle; IOU= Investor-Owned Utility; IT=Information Technology; IWCB= Integrated Waste Management Board; LNG= Liquefied Natural Gas; MMT CO_2e=Million Metric Tons Carbon Dioxide Equivalent; MW=Megawatts; NA=Not Available; N_2O=Nitrous Oxide; PFC= Perfluorocompound; POU= Publicly Owned Utility; RPS= Renewable Portfolio Standards; RTP=Regional Transportation Plan SB=Senate Bill; SWP=State Water Project; TBD=To Be Determined; UC/CSU=University of California/California State University; ULEV=Ultra Low Emission Vehicle.

MV00178016

2011 Annual Report

Transportation Uniform Mitigation Fee Program

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

MV00178017

Dear Friend,

No doubt about it, crop circles are intriguing, even fascinating, to many. Are the circles the work of alien visitors? Are they a natural phenomenon? Perhaps elaborate hoaxes perpetrated by some very dedicated humans? Whatever you believe them to be, you can't deny that the topic makes for great conversation.

Farmers have reported finding strange circles in their fields for centuries. The earliest mention of a crop circle dates back to the 1500s. Observations of crop circles were sporadic until the 20th century, when circles began appearing in the 1960s and 1970s in England and the United States. By the 1990s, crop circles had become something of a tourist attraction. In 1990 alone, more than 500 circles emerged in Europe. Within the next few years, there were thousands. Visitors came from around the world to see them. They became associated with strange lights, reports of malfunctioning electronic equipment, and positive health effects on people visiting circles, suggesting that the phenomenon involves unexplained forces.

In 2003, to considerably less fanfare, a series of circles also began appearing in Western Riverside County. Unlike the mysteriousness surrounding crop circle origins, those sighted in the WRCOG subregion (see p. 46 of this Annual Report for a closer look) do not defy explanation. The concentric circles found in these pages simply show the total value of road, bridge and interchange improvements to be constructed using revenues from WRCOG's Transportation Uniform Mitigation Fee (TUMF) Program within 3, 5, and 10-mile diameters from each city center in Western Riverside County. No hoaxes. No flashy lights. No alien trails. Just fact.

WRCOG's circles demonstrate the immense ***regional value*** of the TUMF Program, the nation's largest uniform development fee program for transportation improvements. ***Regional value*** is the centerpiece of the TUMF Program, recognizing that residents and employees in all of Western Riverside County's jurisdictions utilize arterials located not just in the city in which they live and/or work, but also those in adjacent jurisdictions and beyond. Without TUMF's regional approach to funding transportation improvements, there is no way any single jurisdiction could, by itself, raise the revenues needed to construct the transportation infrastructure that will be coming their way via this Program. Developers in the City of Lake Elsinore, for example, will contribute approximately $50 million to the TUMF Program over time, yet more than $480 million in TUMF improvements are identified to be constructed within 10 miles from the City center. The circle pattern repeats itself in each of WRCOG's jurisdictions: $429 million in TUMF improvements are identified within 10 miles of Hemet's City center, $648 million from Jurupa Valley's city center, $827 million from Murrieta's City center, and so on.

When completed, the TUMF Program will construct 1,229 new lane-miles of arterials, improve 58 interchanges, construct or widen 56 bridges, construct 17 railroad grade separations, provide more than $61 million for regional transit improvements, and provide nearly $60 million for acquisition of sensitive habitat. Already, at the end of the 2010/2011 fiscal year, 46 TUMF-funded projects had been completed.

As the administrator of the TUMF Program, WRCOG is pleased to provide this 2011 TUMF Annual Report. The Report provides detailed information about the history and status of the Program, including revenues collected, projects completed and programmed, as well as the latest updates regarding which projects are to be constructed. Our goal is to provide information that will be helpful in understanding the direction and accomplishments of the TUMF Program.

Crop circles have been said to bestow health benefits to those who visit them. We can't vouch for that, but we do believe that health benefits - in the form of reduced congestion - will come to residents and employees who drive within WRCOG's circles in the future.

Rick Bishop

Rick Bishop, Executive Director
Western Riverside Council of Governments

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Cover photo: Construction underway on the Cal Oaks / I-15 Interchange Improvement Project, City of Murrieta (Photo courtesy of City of Murrieta)

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Introduction

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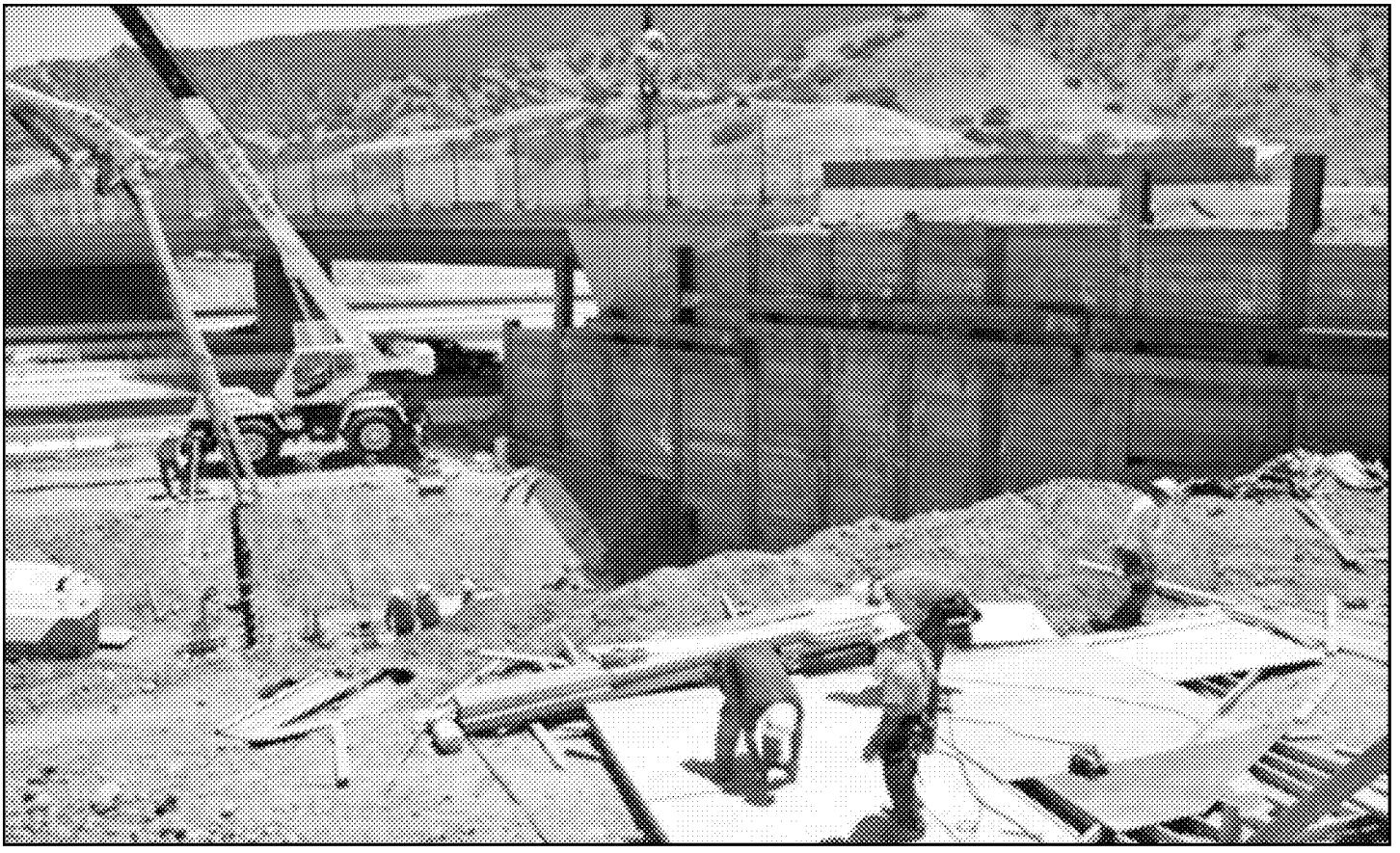

Green River Road / SR-91 Interchange construction (Photo courtesy of RCTC)

Riverside County is the fourth most populated California county, and the eleventh most populated County in the United States. Western Riverside County includes seventeen incorporated Cities and the unincorporated county, covering an area of approximately 2,100 square miles. The subregion's population is over 1.7 million people and will grow by over 700,000 between now and 2035, reaching 2.46 million residents (in 1990, Western Riverside County had approximately 869,559 people). Between 2010 and 2011, Riverside County had the highest growth rate (1.59 percent) in the state, adding over 34,000 new residents during the year.

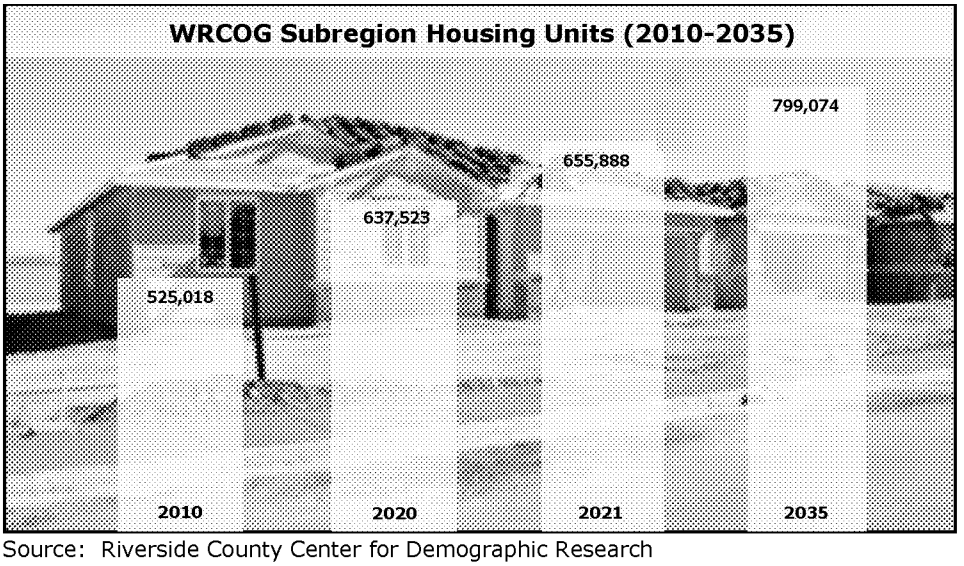

Source: Riverside County Center for Demographic Research

Along with the tremendous opportunities that growth brings comes consequences and challenges, including a heavy impact on transportation infrastructure.

Projected growth in Western Riverside County can be expected to significantly increase congestion and degrade mobility unless substantial investments are

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made in the subregion's transportation infrastructure. This challenge is especially critical for arterial highways and roadways that carry a significant number of trips between the jurisdictions within the subregion. As more jobs come to the subregion, thousands of vehicle trips that occur on the freeways as commuters travel to other counties for employment are transitioning to the subregion's arterials, which are already heavily used by current commuters.

Traditional sources of transportation improvement funding (such as the gasoline tax) will not be sufficient to fund the transportation improvements needed to serve this significant new growth. Development conditions and local Development Impact Fees (DIFs) are limited in scope, and when applied, do not provide for regional improvements necessary to accommodate new growth, as improvements are usually confined to the area immediately adjacent to the respective development. Broad-based county-level funding sources, such as Riverside County's half-cent sales tax known as Measure A, focus most expenditures for freeways, designating lesser revenue allocations for arterial roadway improvements.

As a result of growth in Western Riverside County, additional pressure will be placed on the subregion's transportation infrastructure, particularly the arterial roadways, with Vehicle Miles Traveled (VMT) estimated to increase by 55 percent, or 1.6 percent compounded annually. By 2035, 36 percent of the total VMT on the regional arterial highway system is forecast to operate on facilities at Level Of Service (LOS) E or worse. (LOS is a qualitative measure used to describe traffic flow conditions, ranging from free flow conditions at LOS A to congested conditions at LOS F.)

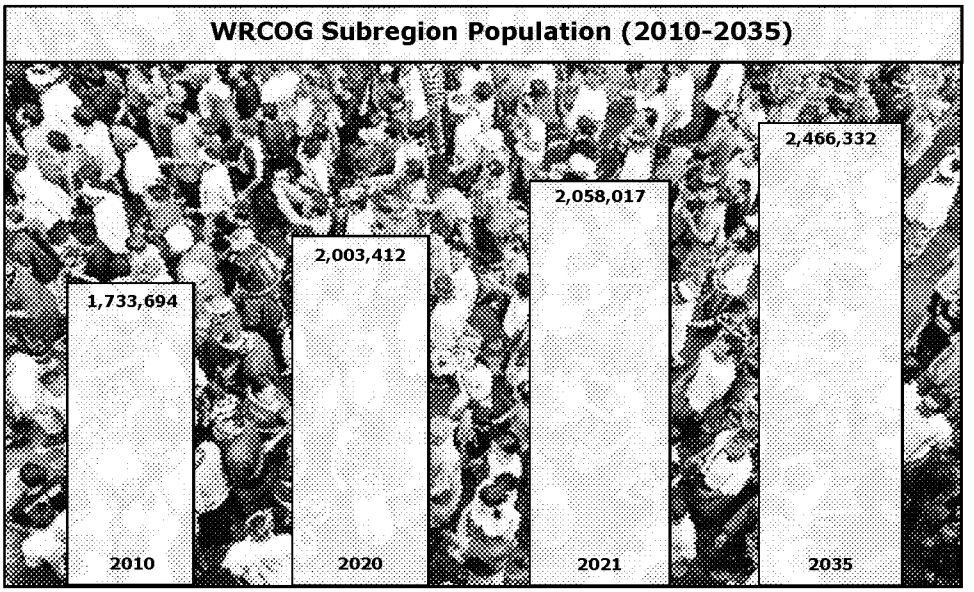

Source: Riverside County Center for Demographic Research

In 2007, the total Vehicle Hours of Delay (VHD) experienced by area motorists on arterial highways was 25.8 million hours. Without improvements to the arterial highway system, VHD will increase by more than 5.4 percent per year to 50 million VHD by 2035. The need to improve these roadways and relieve future congestion is, therefore, directly linked to the future development that generates the travel demand.

Additionally, a substantial number of future trips will be served by bus transit services within Western Riverside County, which is also a result of future development.

In August 2000, the WRCOG Executive Committee directed that the development of a consolidated uniform mitigation fee program for all of Western Riverside County be undertaken. This action was based on the desire to establish a single uniform fee program to mitigate the cumulative regional impacts of new development on the subregion's arterial highway system, rather than having multiple and potentially uncoordinated fee programs with

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varying policies, fee amounts and improvement projects. A regional transportation program was viewed as the most effective way to address the cumulative impacts of new development in the WRCOG subregion.

Corona Transit Center, City of Corona

The subregion's Public Works Directors identified a network of roads, bridges, interchanges and railroad grade separations that should be included in this Program. The network, known as the Regional System of Highways and Arterials (RSHA), represents the subregion's cumulative and seamless identification of transportation improvements needed to accommodate future growth in the subregion through 2035. The RSHA (see p. 8 of this Report) serves as the cornerstone of the TUMF Program, and provides the basis for the "Nexus Study" prepared to demonstrate the impact of future development on the subregion's RSHA, identify improvements needed to accommodate the projected growth, establish improvement costs and - ultimately - to determine the fee structure for the TUMF Program.

In order to ensure the TUMF Program's "Nexus Study" remains current, a new Nexus Study was prepared by WRCOG during the 2009/2010 fiscal year to update the TUMF Program. The updated Nexus Study continues to demonstrate the relationship between the fee collected and the proposed improvements due to new growth. Factors that reflect this relationship include the following:

- Western Riverside County is expected to continue to examine significant long-term growth.
- Continuing new growth will result in increasing congestion on arterial roadways.
- Future arterial roadway congestion is directly attributable to the cumulative regional transportation impacts of future development in Western Riverside County.
- Capacity improvements to the transportation system will be needed to mitigate the cumulative impacts of new development.
- Roads on the TUMF Network (Network) are the facilities that merit improvement through this fee Program.
- Improvements to the public transportation system will be needed to provide adequate mobility for the transit-dependent travelers and to provide an alternative to automotive travel.

The WRCOG Executive Committee approved the findings of the Nexus Study update and adopted the proposed fee structure. The fee is based on an updated growth forecast, an

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updated cost of the improvements, a revised RSHA, and the elimination of existing need since it cannot be part of the fee.

Between now and 2035, the TUMF Program is estimated to provide $4.2 billion in arterial road, bridge, intersection and interchange improvements in Western Riverside County. Once fees are collected from new development by each of WRCOG's participating jurisdictions, TUMF Program dollars are programmed by WRCOG's partner agencies to implement the TUMF Program, which includes: the jurisdictions, the Riverside Transit Agency (RTA), the March Joint Powers Authority, and the Riverside County Transportation Commission (RCTC).

These jurisdictions and agencies are responsible for prioritizing which TUMF projects will be constructed first, and also for overseeing all aspects of project development. This implementation approach allows those agencies to move quickly in developing priorities and constructing projects.

As part of the Nexus Study update, the RSHA was revised to reflect the most current transportation needs and costs for Western Riverside County. The new Network reflected several changes due to completed projects and recommendations from the WRCOG Public Works Committee (PWC) to better represent the transportation needs of Western Riverside County.

The updated Network revised the number of lane miles, interchanges, intersections and grade separations from the previous network. In addition, it eliminated the following improvements: Category 4 interchange improvements (generally ramp improvements) and Category 5

SR-79 Winchester Road / I-15 Interchange Project, City of Temecula (Photo courtesy of City of Temecula)

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interchange improvements (TUMF-to-TUMF grade separations); all costs associated with TUMF facilities as part of Communities Facilities District 93-1 in the City of Beaumont; TUMF-to-TUMF intersection improvements; and the Mid County Parkway segment from I-215 to I-15.

Van Buren Bridge over Santa Ana River (Photo courtesy of TLMA)

The updated Ntwork also reflects all completed TUMF projects, and no new projects were added, resulting in an overall RSHA reduction in cost.

A summary of improvements to the RSHA that will be provided by the TUMF Program is as follows:

- Construct 1,229 new lane miles of arterials.
- Improve 58 interchanges.
- Construct or widen 56 bridges.
- Provide more than $61 million for regional transit improvements.
- Provide nearly $60 million for acquisition of sensitive habitat.
- Construct 17 railroad grade separations.

This Annual Report provides a summary of revenues collected and expended during the 2010/2011 fiscal year. It summarizes projects that have been constructed, programmed, or are underway in accordance with adopted Transportation Improvement Programs (TIPs) for each of the Program's five zones, RCTC and RTA.

Visible evidence of Program implementation already exists, as 47 TUMF-funded projects are already built. The list of completed projects can be found in the "Projects" section (p. 45) of this Report.

The TUMF Program is administered by WRCOG, a joint powers authority consisting of the 17 cities in Western Riverside County, the County of Riverside, the Eastern Municipal Water District and Western Municipal Water District, the Riverside County Superintendent of Schools and the March JPA (a voting member on TUMF items at the Technical Advisory Committee level).

For more information regarding WRCOG, or to find more details related to the TUMF Program, please visit WRCOG's website at www.wrcog.cog.ca.us.

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When the TUMF Program was initiated in 2003, there were virtually no "shelf-ready" projects ready to be built. Development of the TUMF Network (the RSHA) by the Public Works Directors in the subregion's then 15 jurisdictions was a significant accomplishment in itself, as it meant that for the first time the subregion had a comprehensive and cohesive arterial system that recognized the region's — and not just an individuals jurisdiction's — projected growth. By not having "shelf-ready" projects (projects that had already completed necessary planning and engineering studies, had right-of-way acquired, and had secured all required permits and funding), many projects proposed by the TUMF Program had to be developed from the ground up. In the initial stages of preparing projects for the jurisdictions in each Zone, WRCOG assisted with revenue projections and individual zone-level TIP development. Now that the Zone programs are up and running, the task of building projects takes center stage.

But how long does it take to deliver a project? As jurisdictions bring forward new projects, when can these projects expect to become a reality? There are a number of steps that need to occur for a typical transportation project to be built, and it is important to understand general timelines so that expectations can be realistic regarding the pace of TUMF project implementation. The "Life Cycle of a TUMF Project" diagram below provides, in general terms, the various steps and associated timeframes for a typical TUMF project.

LIFE CYCLE OF A TUMF PROJECT

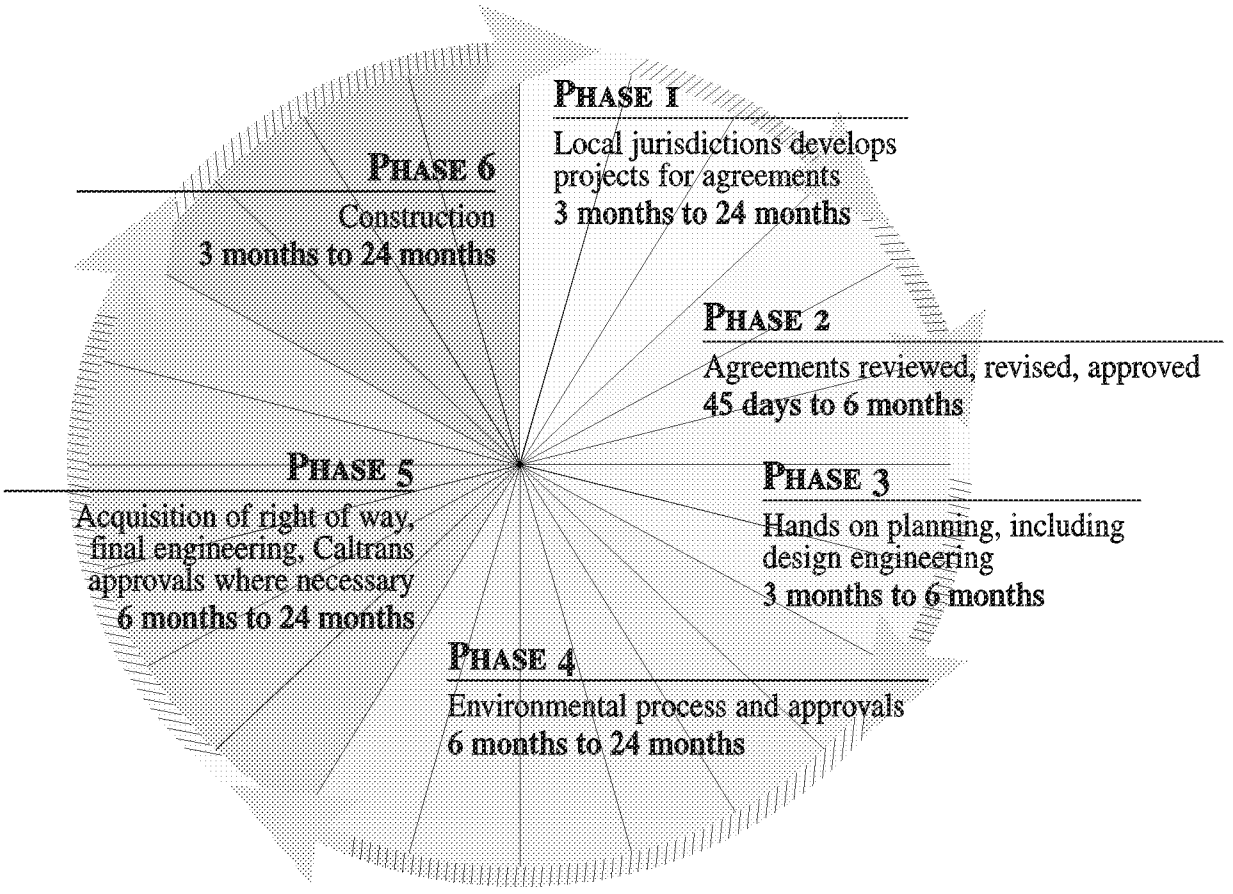

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Regional System of Highways and Arterials (RSHA)

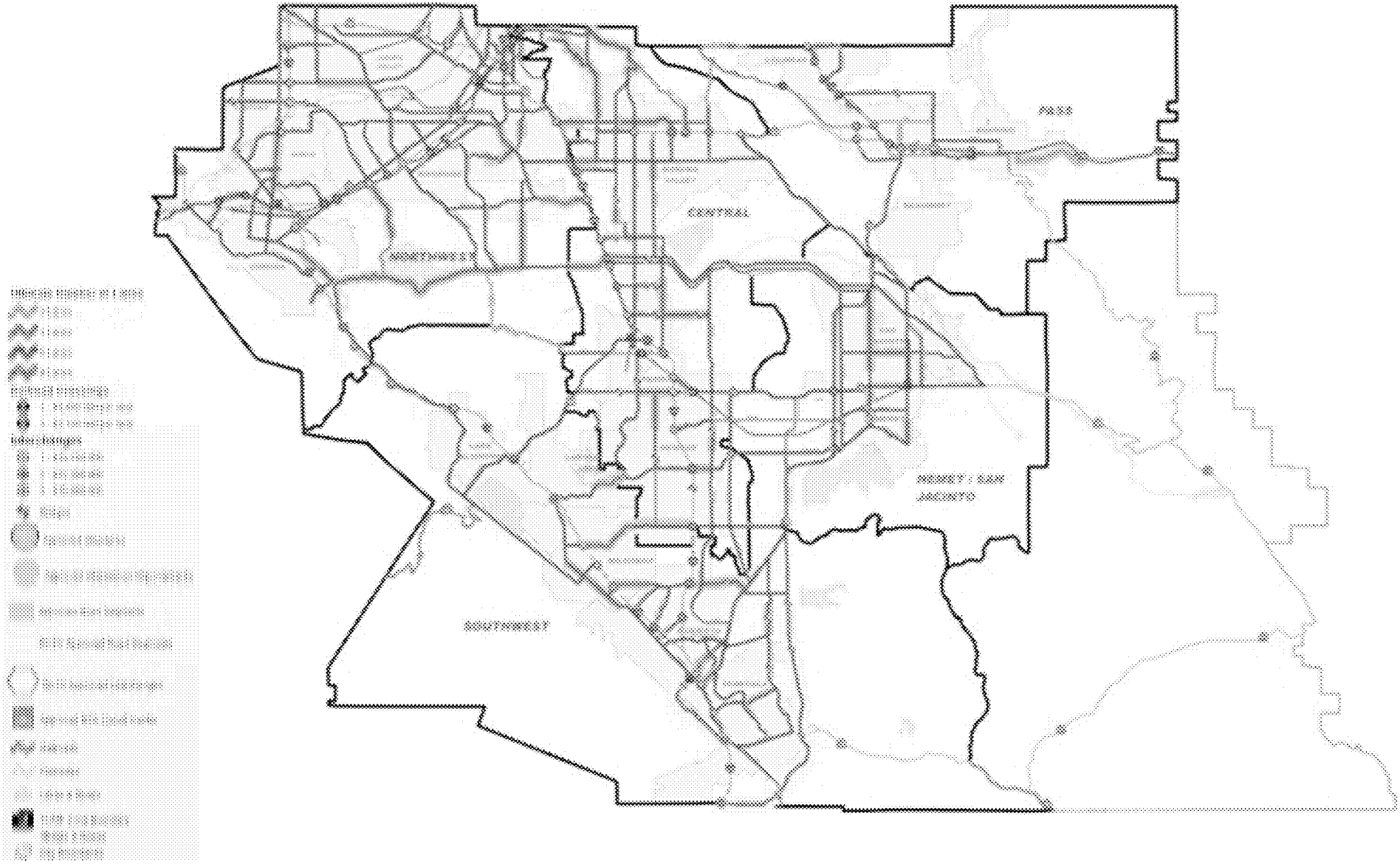

The Regional System of Highways & Arterials depicts TUMF Program improvements. A detailed listing of Program improvements can be obtained by calling WRCOG at (951) 955-7985 or by visiting WRCOG's website at www.wrcog.cog.ca.us.

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Revenue

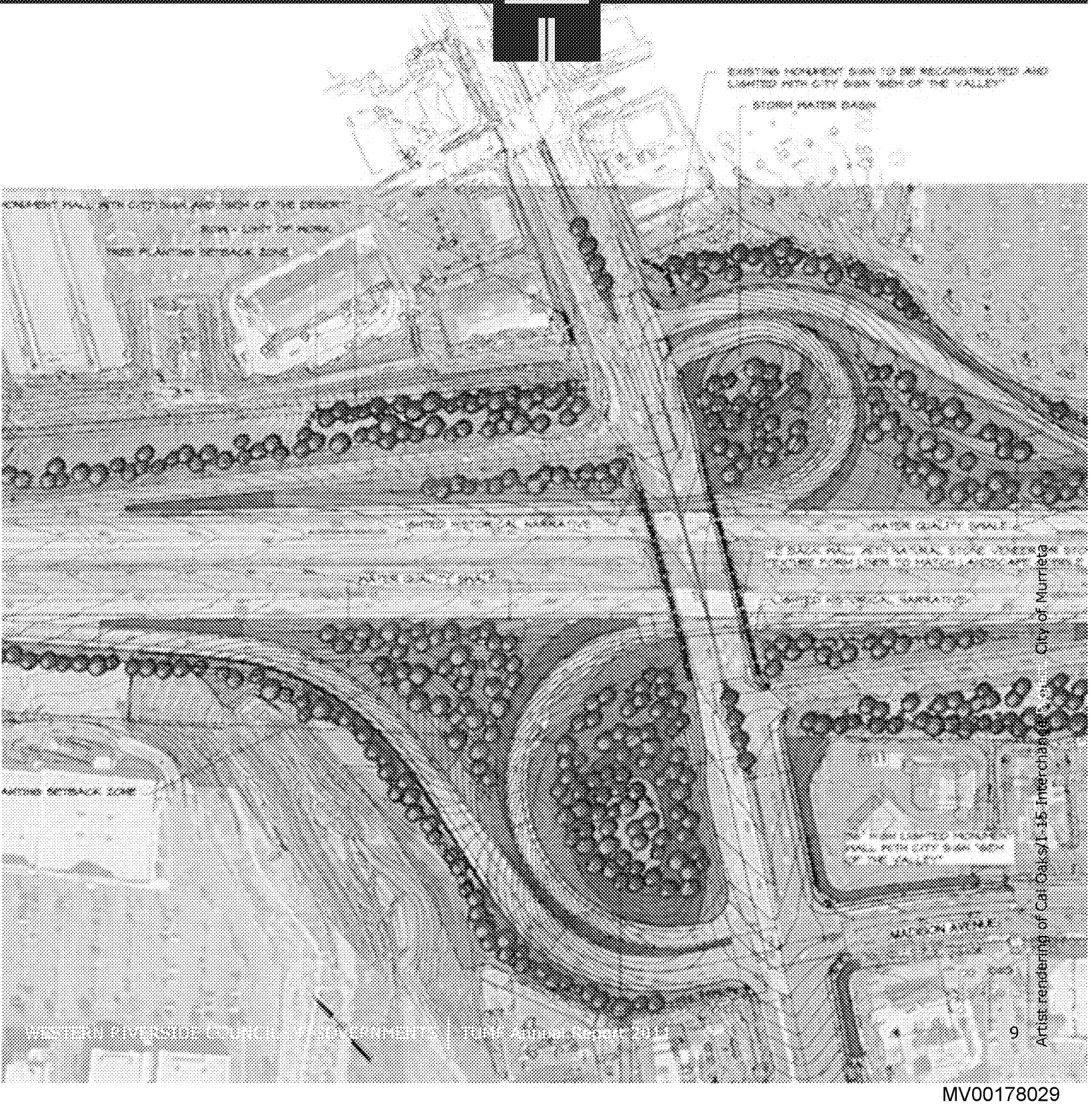

Artist rendering of Cal Oaks/I-15 Interchange, City of Murrieta

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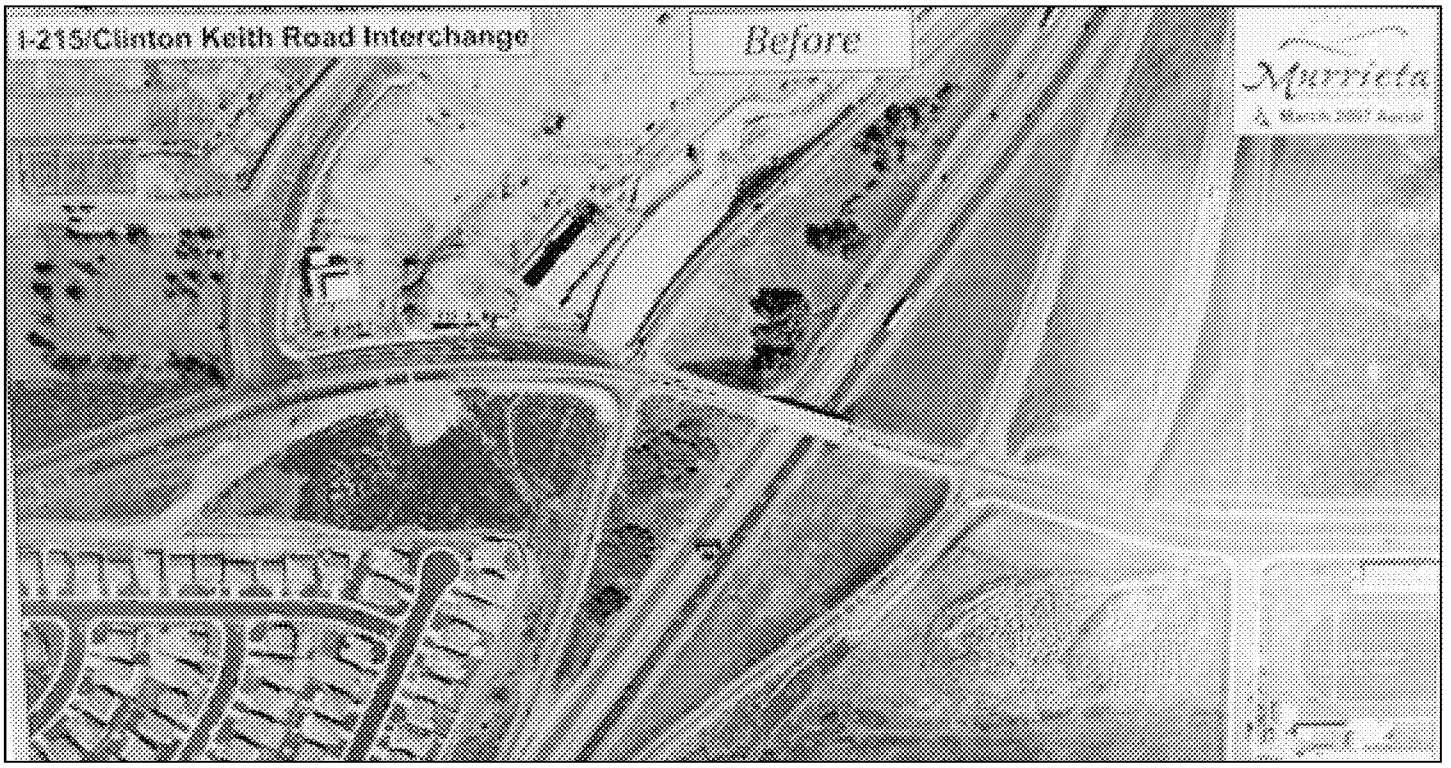

I-215 / Clinton Keith Road Interchange Project, City of Murrieta (Photo courtesy City of Murrieta)

How Does the TUMF Program Work?

AB 1600, the California Mitigation Fee Act, requires that a reasonable relationship exist between a development impact fee collected and the proposed improvements for which a fee is used. WRCOG's TUMF Program Nexus Study satisfies the requirements of AB 1600, and has two primary objectives: 1) to demonstrate the relationship between the transportation improvements needed due to new growth and the estimated cost to construct improvements; and 2) to establish the "fair share" component of the improvements for each land use category (the TUMF Program cost to be applied to different land uses based on the trip-generating characteristics that are typically associated with such uses). The TUMF Program distinguishes between transportation improvements and trip-productions in five geographic zones (Northwest, Southwest, Hemet/San Jacinto, Central, and the Pass), regional transportation improvements, and regional transit improvements.

This distinction provides maximum flexibility for programming projects. The Nexus Study identifies the percentage of collected revenues that can be allocated for zone-level improvements, regional improvements, and for transit improvements.

After administrative costs and Multiple Species Habitat Conservation Plan (MSHCP) mitigation allocations are extracted from the revenues collected, WRCOG allocates revenues as follows:

- **46.9** percent is allocated for regional improvements. These revenues are programmed by the RCTC pursuant to an agreement with WRCOG.
- **46.9** percent is allocated to the geographic zone from which the fees are collected. Project prioritization and programming are undertaken by the jurisdictions in each of the five zones.

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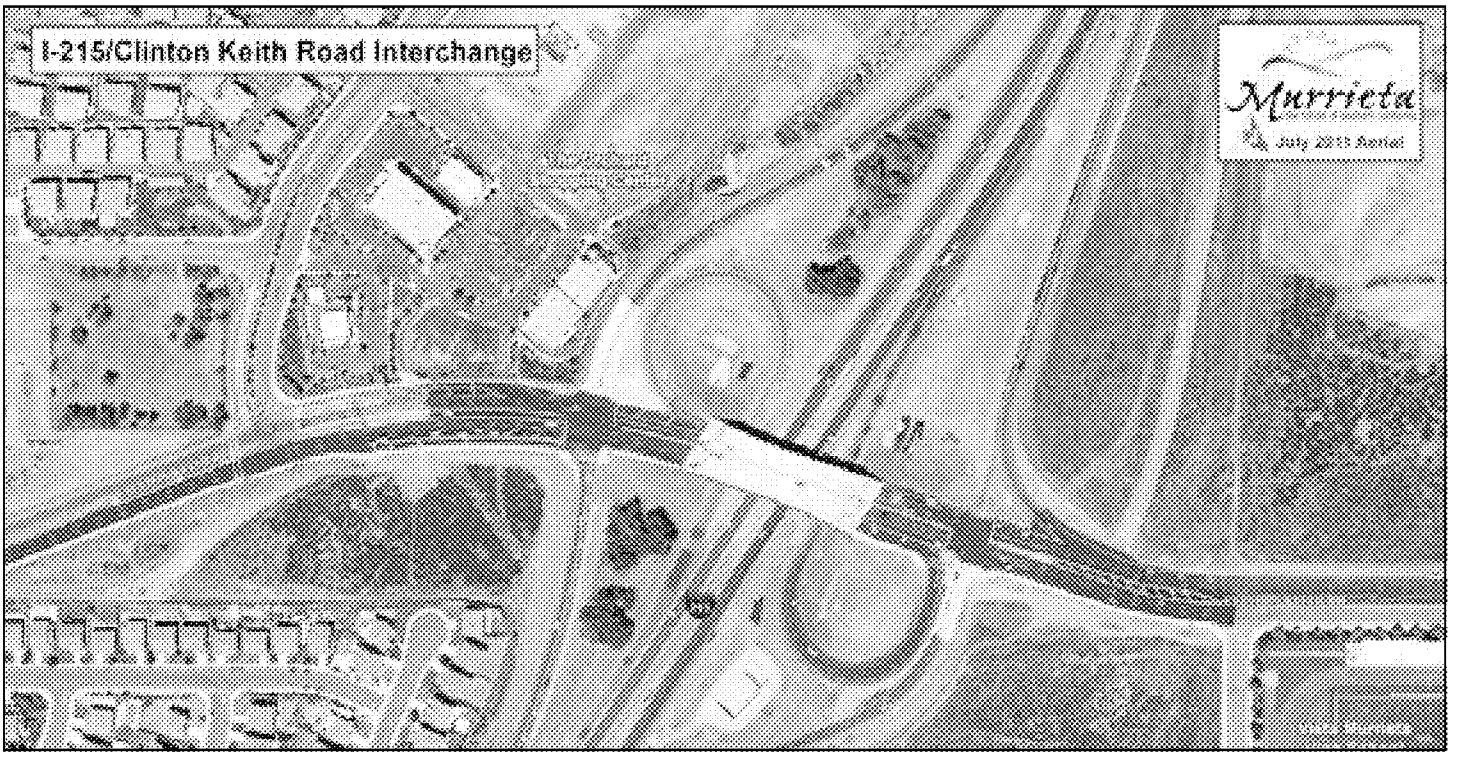

I-215 / Clinton Keith Road Interchange Project, City of Murrieta (After improvements) (Photo courtesy City of Murrieta)

- **1.7** percent is allocated for regional transit projects. WRCOG administers the funds on behalf of the RTA which prioritizes and programs capital transit projects.

As of June 30, 2011, WRCOG has received $539.9 million in revenues from the time the Program commenced (February 2003).

For Fiscal Year 2010/2011, $15.2 million in Program revenue was collected.

This report summarizes TUMF activities from July 1, 2010, to June 30, 2011. Financial information for the City of Jurupa Valley (incorporated on July 1, 2011) will be included in the 2012 Annual Report.

The TUMF Program collects fees from new residential and non-residential land uses.

Residential Uses

Residential uses include two categories; single-family residential and multi-family residential. A residential development with densities lower than eight units per acre is considered single-family residential for the purposes of calculating the fee. Developments with densities greater than eight units per acre are considered multi-family residential.

Non-residential Uses

Non-residential uses include three categories; industrial, retail and service commercial. The non-residential fee is based on the total square footage of the building or structure identified on the building permit and further specified and determined in WRCOG's TUMF Administrative Plan and TUMF 2005 Updated Fee Calculation Handbook Revised January 26, 2012. The applicable non-residential land use category is determined based on the predominate use of the building or structure associated with the new development and as further prescribed in the TUMF ordinances.

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Nexus Study and Temporary Fee Reductions

In October 2009, WRCOG member agencies approved an updated TUMF Program Nexus Study. The Nexus Study established the impact future development will have on the existing subregion's arterials and determined the fee structure needed to pay for infrastructure to mitigate these impacts.

The 2009 Nexus Study projected a slower, more moderate forecast than previous studies. Coupled with lower construction costs and a revised Network, fees were reduced. For example, the fee for a single-family home decreased from $9,812 to $8,873. Fees for other residential and non-residential uses were also revised pursuant to the new Nexus Study. All participating agencies adopted the 2009 Nexus Study and fee structure.

In 2009, the WRCOG Executive Committee authorized jurisdictions to temporarily reduce TUMF by 50 percent so long as they "made up" any revenue gaps through alternative funding, cost saving and in-kind matches. Fee reductions are scheduled to sunset on December 31, 2012, or possibly sooner (the Executive Committee capped the total revenue shortfall at $20 million).

Fees effective July 1, 2010 through June 30, 2011:

Single-family residential	$8,873	per unit
Multi-family residential	$6,231	per unit
Industrial	$ 1.73	per square foot
Retail	$10.49	per square foot
Service	$ 4.19	per square foot
Class A & B Office	$ 2.19	per square foot

50% reduced fee is:

Single-family residential	$4,437	per unit
Multi-family residential	$3,115	per unit
Industrial	$ 0.86	per square foot
Retail	$ 5.24	per square foot
Service	$ 2.10	per square foot
Class A & B Office	$ 1.10	per square foot

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TUMF Revenue by Jurisdiction and Zone

February 2003 through June 2011

Total Revenue: $539,996,519

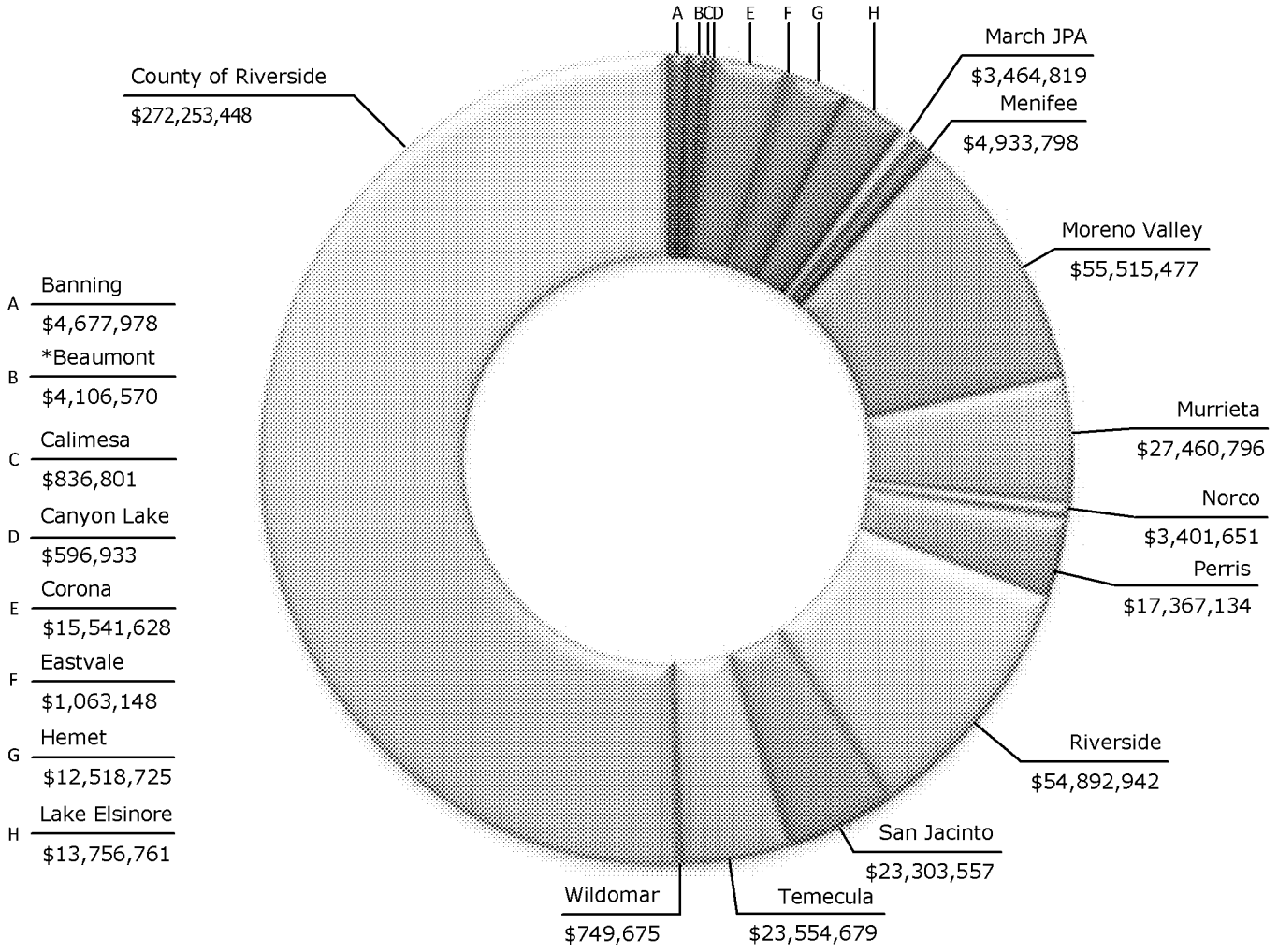

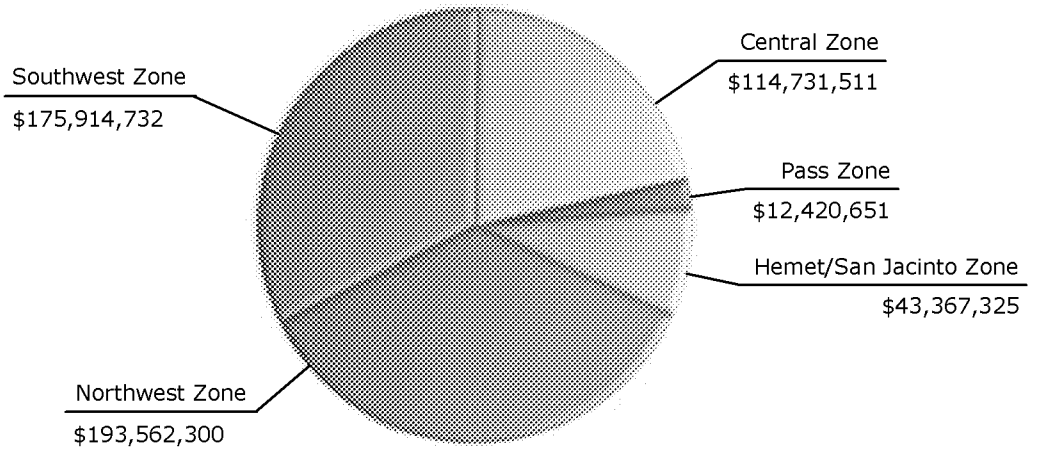

TUMF revenues are collected by each of the jurisdictions in the WRCOG subregion (17 cities and the County of Riverside unincorporated area within WRCOG's boundaries). TUMF revenues are also collected by the March Joint Powers Authority. From Program inception (February 2003) through the end of Fiscal Year 2010/2011 (June 30, 2011), a total of $539.9 million in TUMF Program revenue fees was collected.

*The City of Beaumont is no longer participating in the TUMF Program.

Actual jurisdiction revenues may vary by a dollar due to rounding.

MV00178033

TUMF Revenue Breakdown By Zone and Jurisdiction (2003-2011)

Northwest Zone - $193,562,300

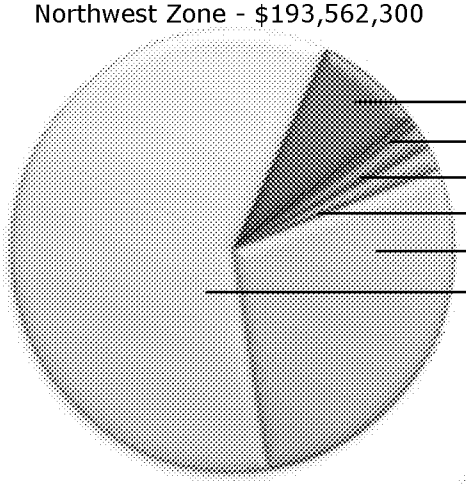

Corona	$	15,541,628
Eastvale	$	1,063,148
March JPA	$	3,464,819
Norco	$	3,401,651
Riverside	$	54,892,942
County of Riverside	$	115,198,113

Central Zone - $114,731,511

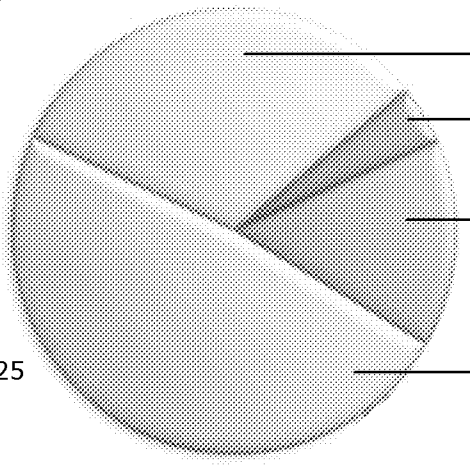

County of Riverside	$	36,915,103
Menifee	$	4,933,798
Perris	$	17,367,134
Moreno Valley	$	55,515,477

Hemet/San Jacinto Zone - $43,367,325

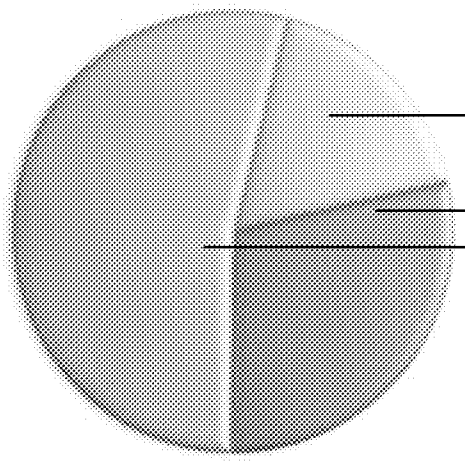

County of Riverside	$	7,545,042
Hemet	$	12,518,725
San Jacinto	$	23,303,557

Pass Zone - $12,420,651

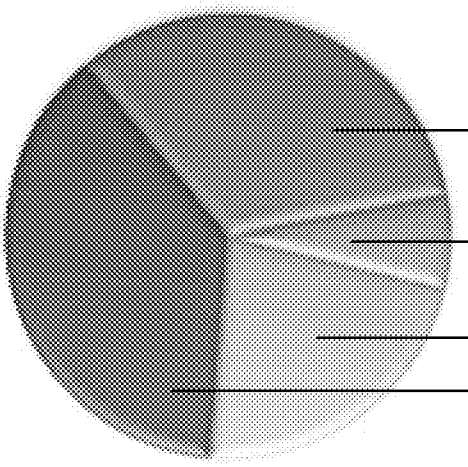

Banning	$	4,677,978
Calimesa	$	836,801
County of Riverside	$	2,799,302
*Beaumont	$	4,106,570

Southwest Zone - $175,914,732

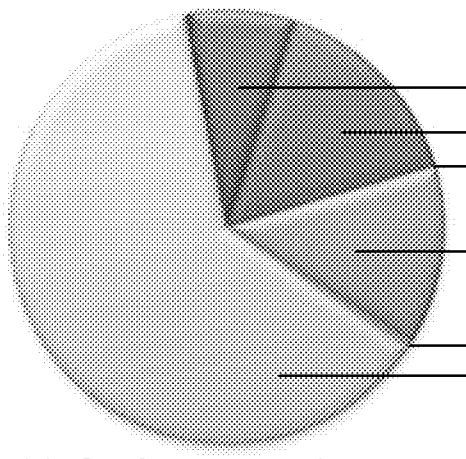

Lake Elsinore	$	13,756,761
Murrieta	$	27,460,796
Canyon Lake	$	596,933
Temecula	$	23,554,679
Wildomar	$	749,675
County of Riverside	$	109,795,888

2003-2011 Revenue Total $539,996,519

*The City of Beaumont is no longer participating in the TUMF Program. Actual jurisdiction revenues may vary by a dollar due to rounding.

MV00178034

TUMF Revenues Collected by Fiscal Year

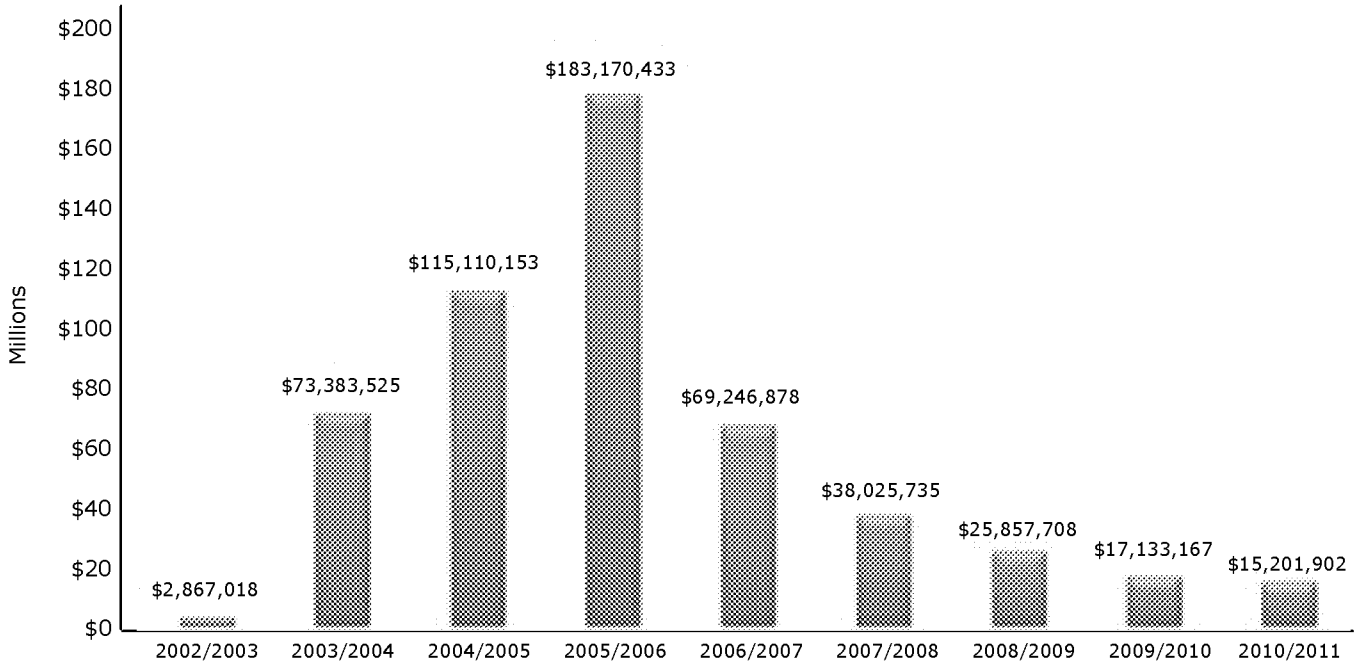

Note: In FY 2002/2003, revenues were not collected until February 2003

Total TUMF Revenue Collection (Cumulative)
February 2003 through June 2011

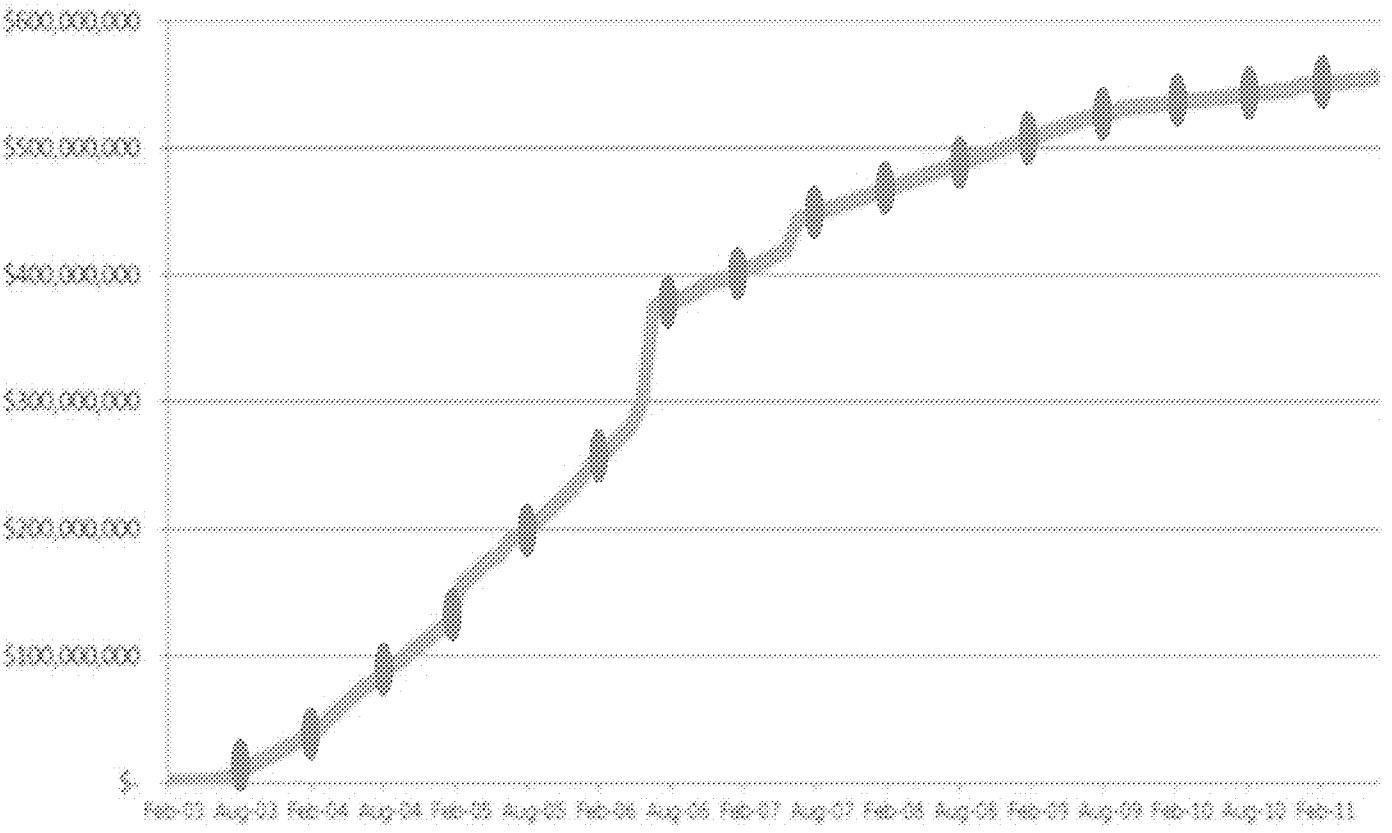

MV00178035

WRCOG TUMF Revenue vs. Expenditure (Cumulative)

February 2003 through June 2011

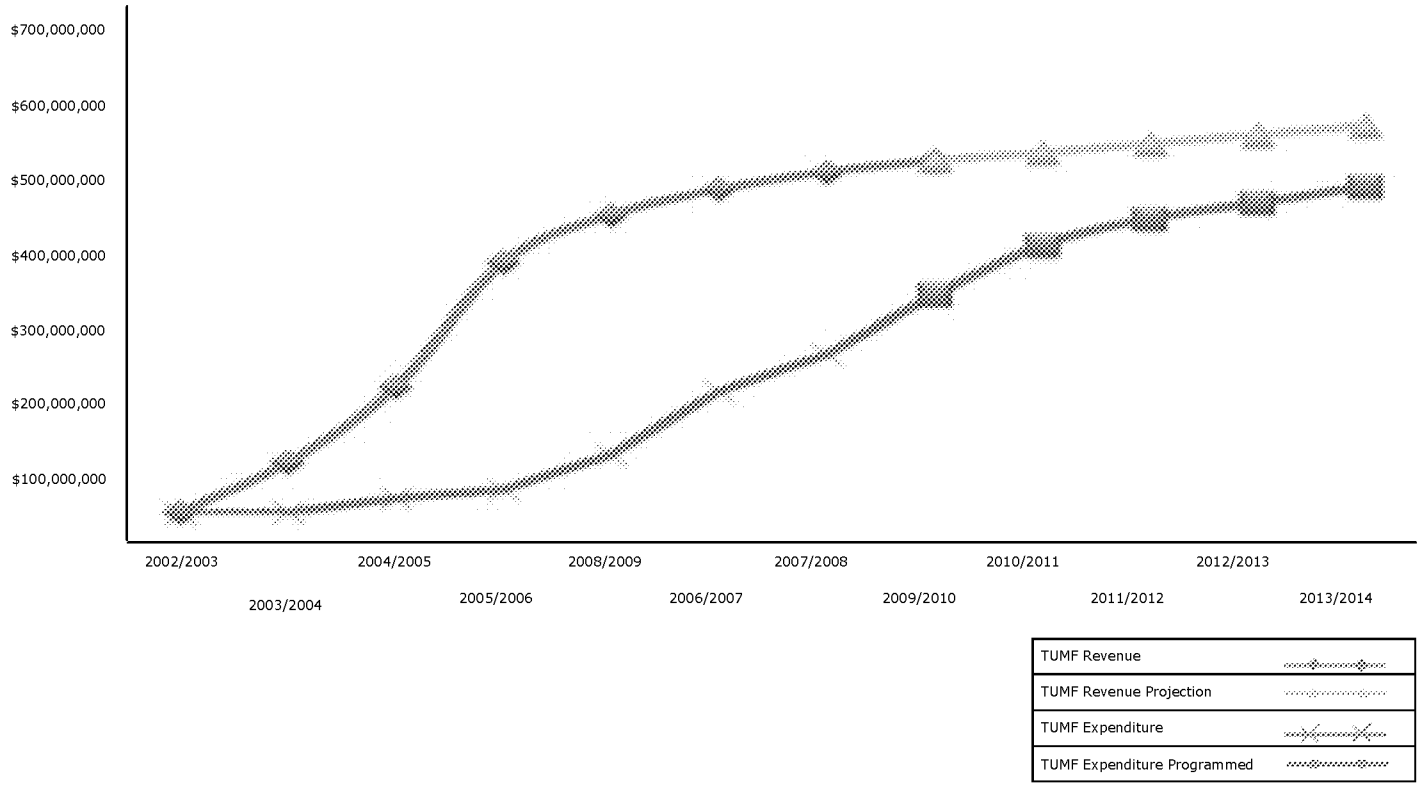

TUMF System Costs vs. Revenue Stream

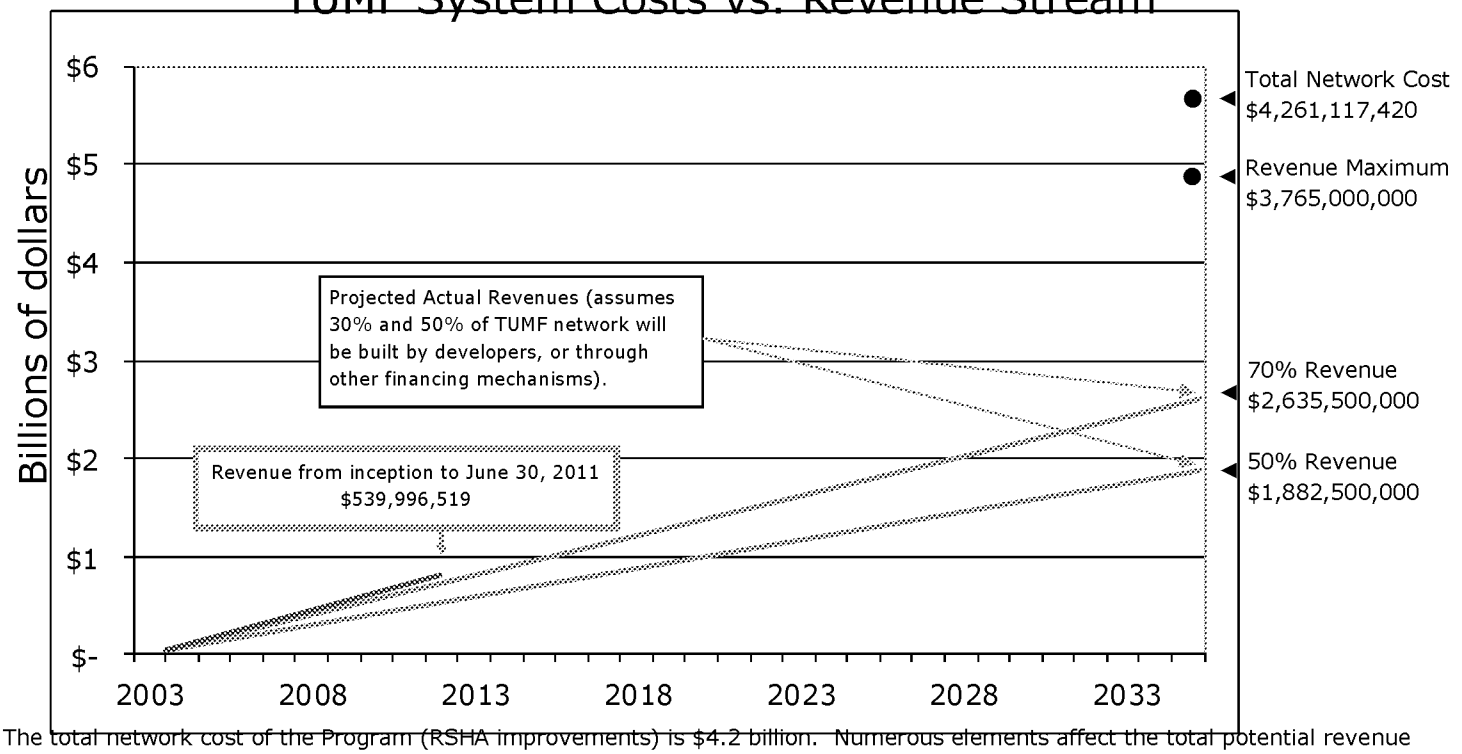

The total network cost of the Program (RSHA improvements) is $4.2 billion. Numerous elements affect the total potential revenue collected by the Program such as exemptions from TUMF due to vesting maps, development agreements, phasing of fees, and policy actions. As such, the maximum amount of fees that can be collected by the TUMF Program is approximately $3.765 billion. It is estimated that between 30% and 50% of the TUMF Network will be built by developers, or through alternative funding mechanisms such as Community Facilities Districts and Road and Bridge Benefit Districts. Actual fees to be collected, therefore, are estimated at $1.882 billion (assuming 50% of the Network is constructed by developers or through financing mechanisms in which case fees are not collected) or $2.635 billion (assuming 30% of the Network is constructed without fees collected.)

MV00178036

TUMF Revenue by Jurisdiction and Zone

Fiscal Year 2010/2011 (July 1, 2010, to June 30, 2011)

Total Revenue: $15,201,902

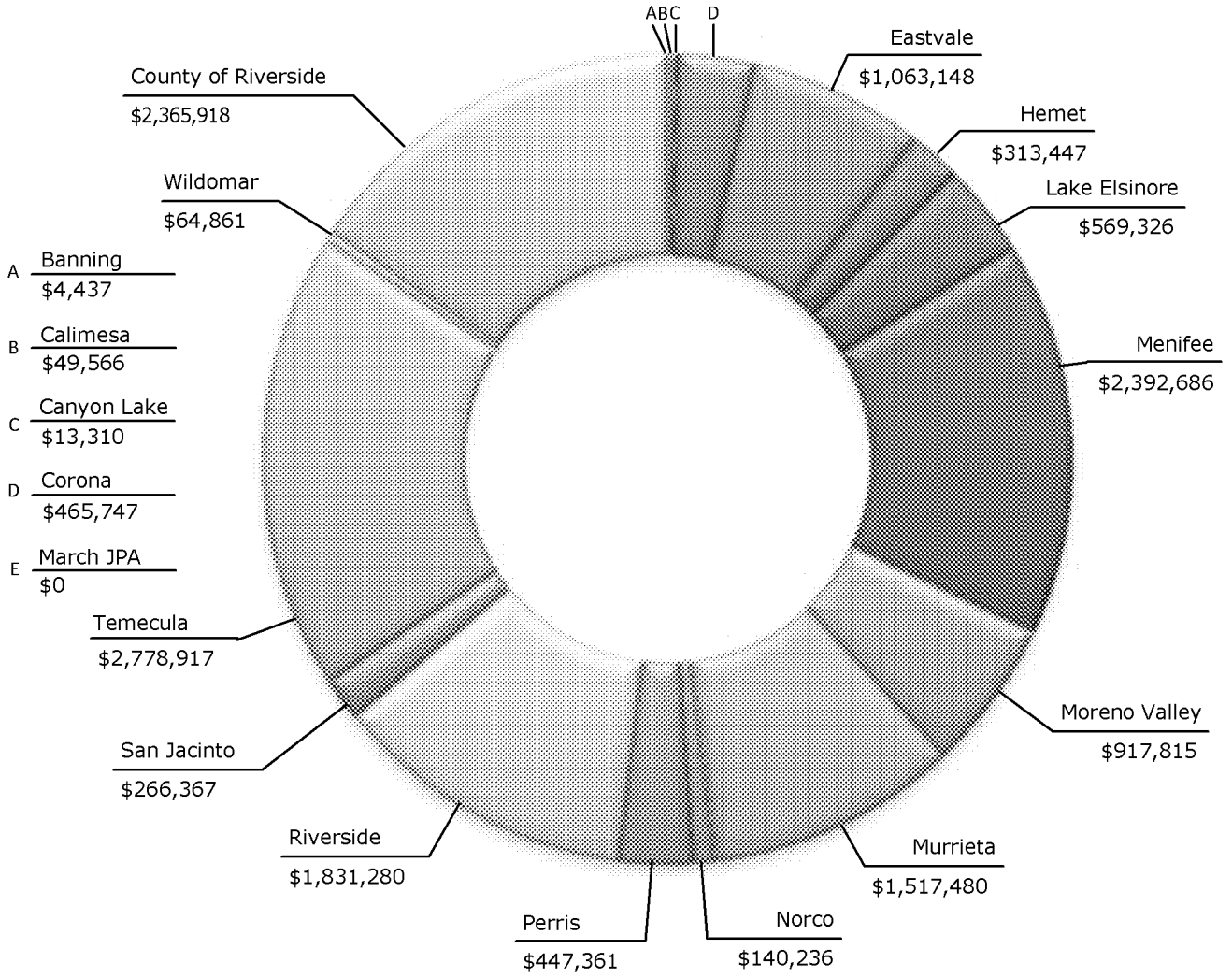

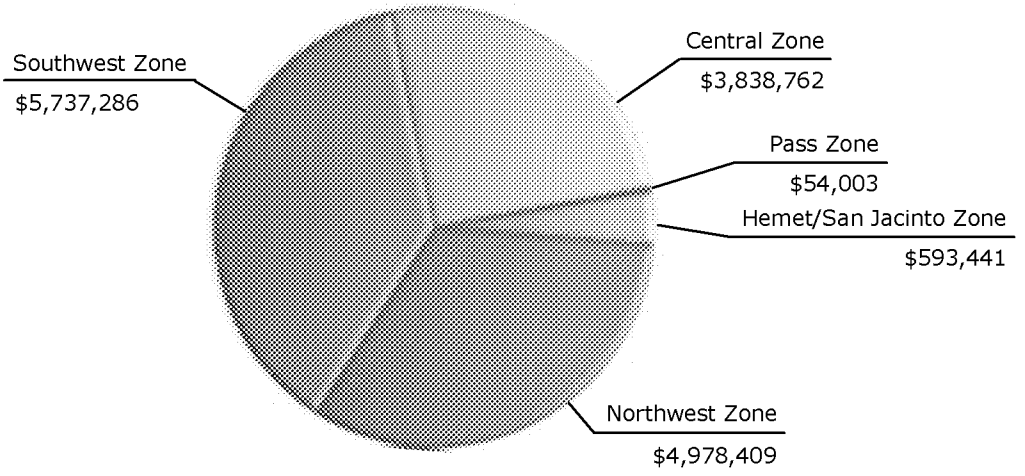

Actual jurisdiction revenues may vary by a dollar due to rounding.

MV00178037

TUMF Revenue Breakdown By Zone and Jurisdiction (FY 2010/2011)

Northwest Zone - $4,978,409

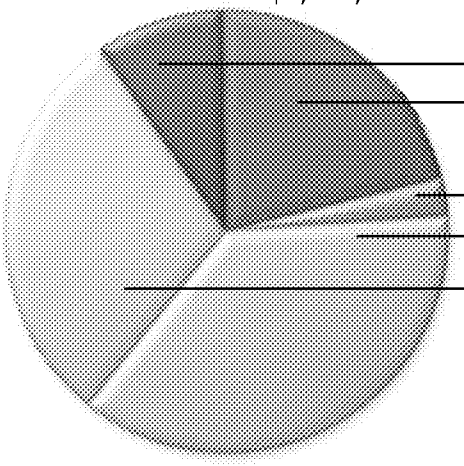

Corona	$	465,747
Eastvale	$	1,063,148
March JPA	$	0
Norco	$	140,236
Riverside	$	1,831,280
County of Riverside	$	1,477,999

Central Zone - $3,838,762

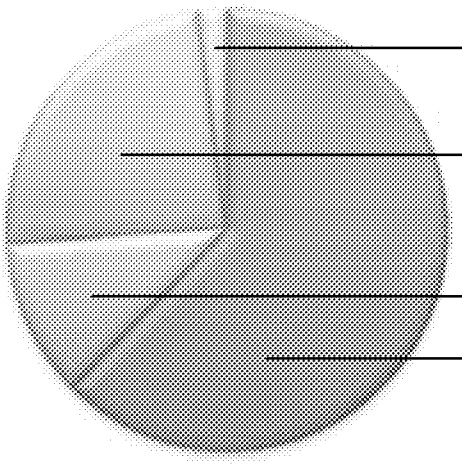

County of Riverside	$	80,900
Moreno Valley	$	917,815
Perris	$	447,361
Menifee	$	2,392,686

Hemet/San Jacinto Zone - $593,441

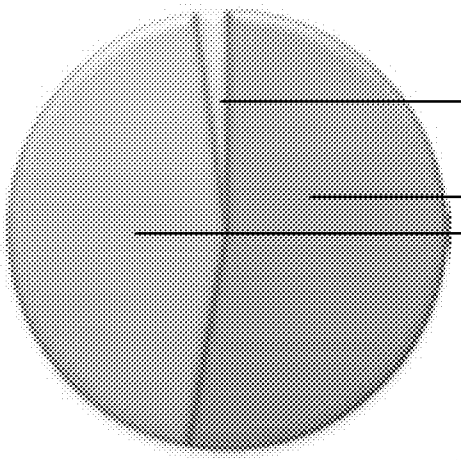

County of Riverside	$	13,627
Hemet	$	313,447
San Jacinto	$	266,367

Pass Zone - $54,003

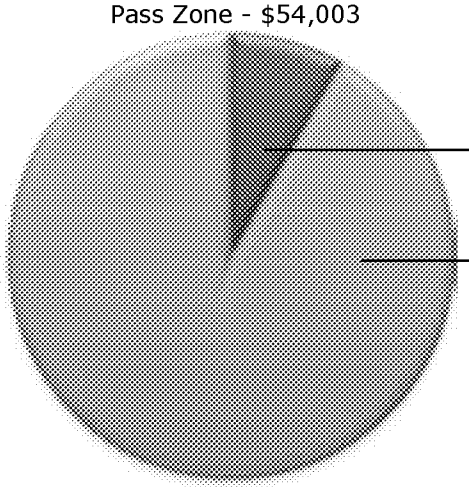

Banning	$	4,437
Calimesa	$	49,566
County of Riverside	$	0

Southwest Zone - $5,737,286

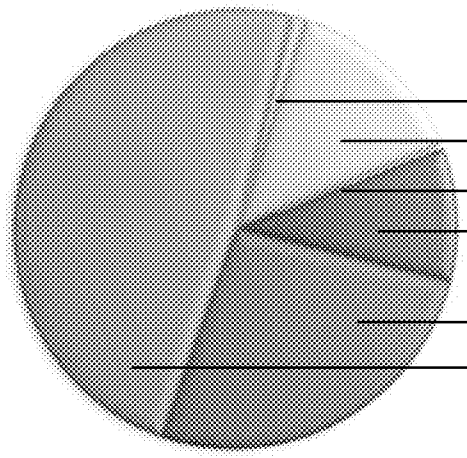

Wildomar	$	64,861
County of Riverside	$	793,392
Canyon Lake	$	13,310
Lake Elsinore	$	569,326
Murrieta	$	1,517,480
Temecula	$	2,778,917

Fiscal Year 2010/2011 Revenue Total $15,201,902

Actual jurisdiction revenues may vary by a dollar due to rounding.

MV00178038

TUMF Revenue by Land Use (2003-2011)

Total Revenue: $539,996,519

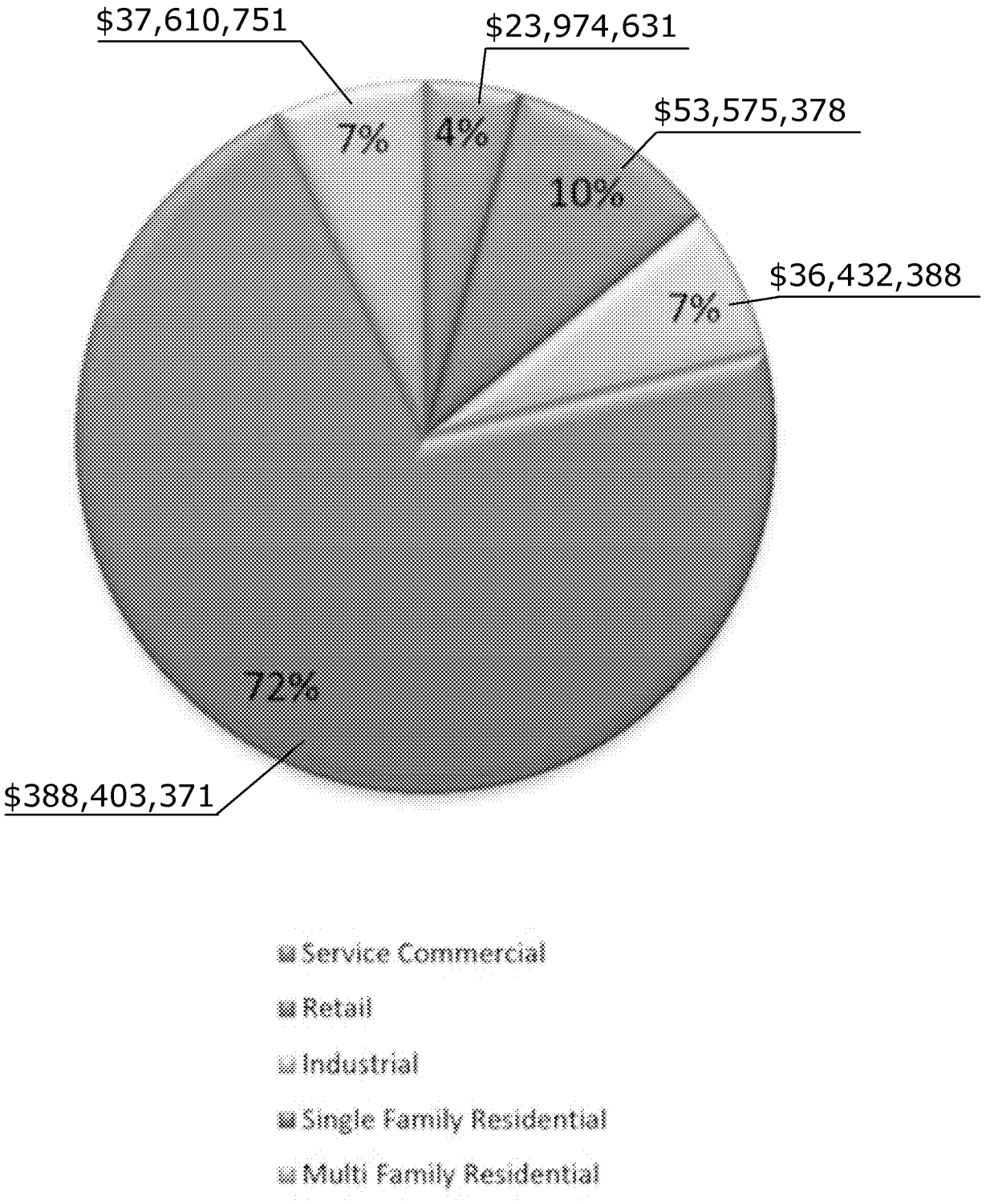

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TUMF Revenue by Land Use (2003-2011)

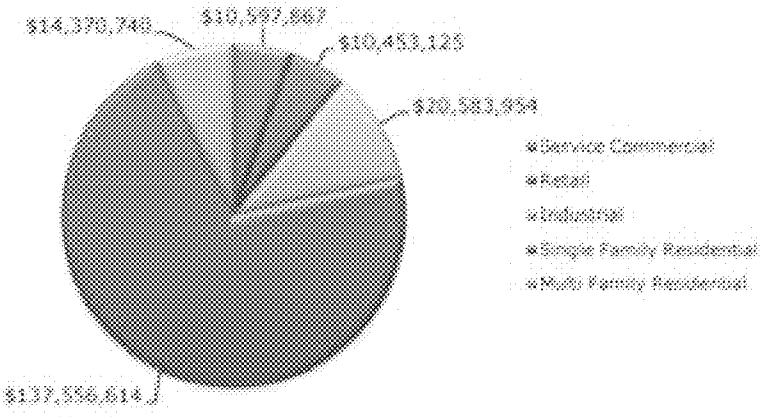

Northwest Zone

- County of Riverside unincorporated
- City of Corona
- City of Eastvale
- *City of Jurupa Valley
- City of Norco
- City of Riverside
- March Joint Powers Authority

County of Riverside

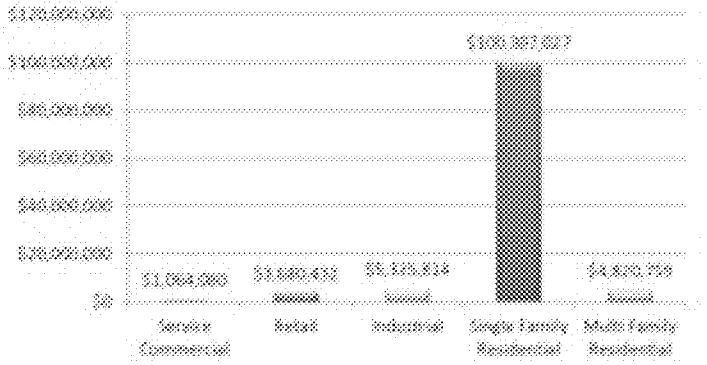

Corona

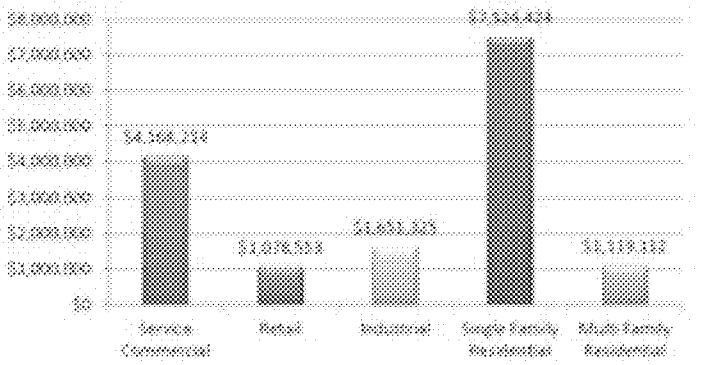

Eastvale

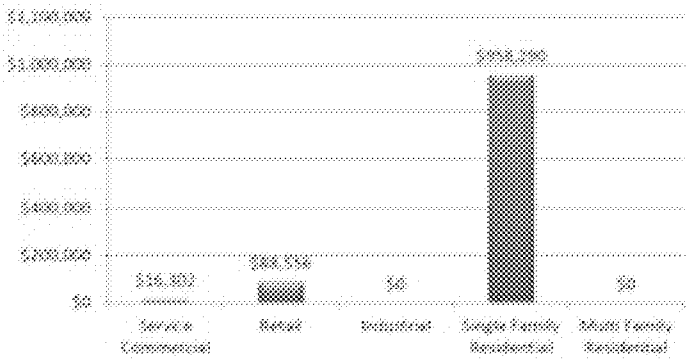

Norco

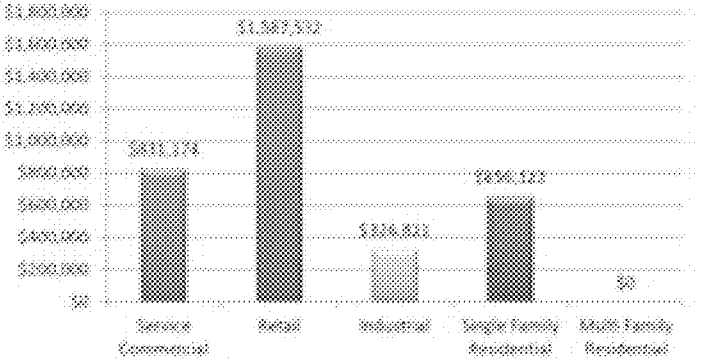

Riverside

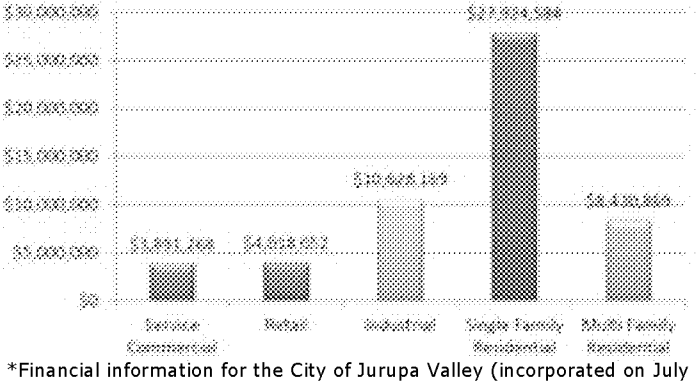

March JPA

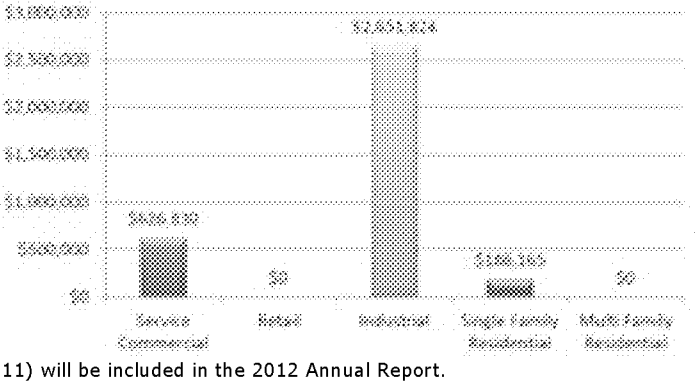

*Financial information for the City of Jurupa Valley (incorporated on July 1, 2011) will be included in the 2012 Annual Report.
The County of Riverside and the Cities of Corona, Eastvale, Norco, and Riverside for all or part of this time reduced the fee by 50%.
Actual jurisdiction revenues may vary by a dollar due to rounding.

MV00178040

TUMF Revenue by Land Use (2003-2011)

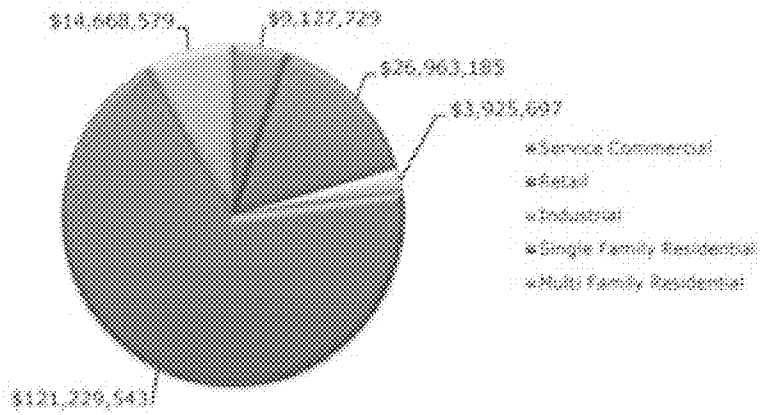

Southwest Zone

- County of Riverside unincorporated
- City of Canyon Lake
- City of Lake Elsinore
- City of Murrieta
- City of Temecula
- City of Wildomar

County of Riverside

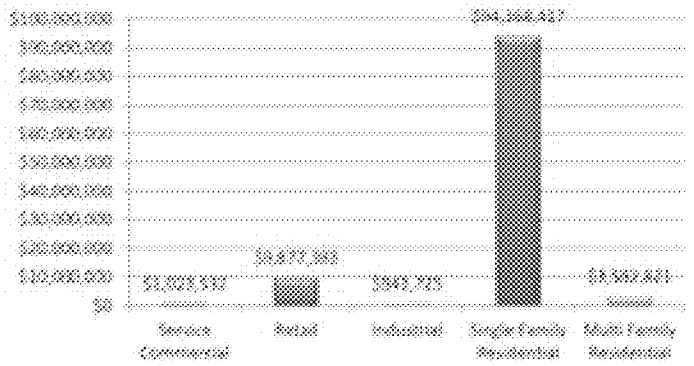

Canyon Lake

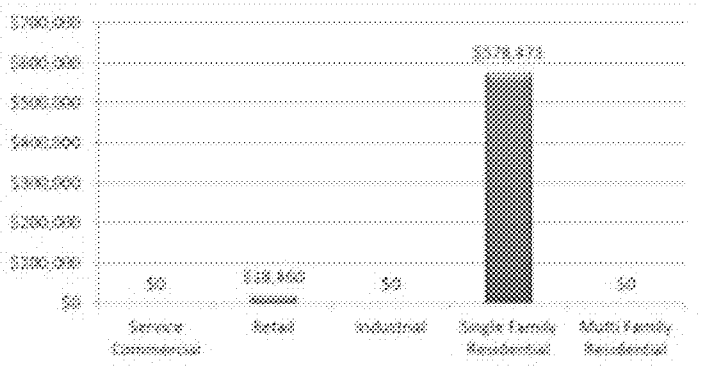

Lake Elsinore

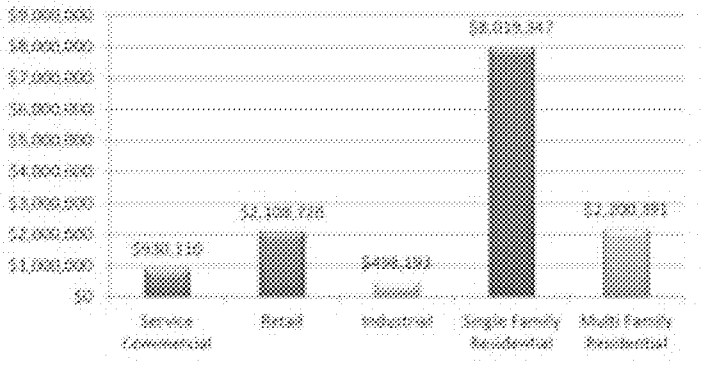

Murrieta

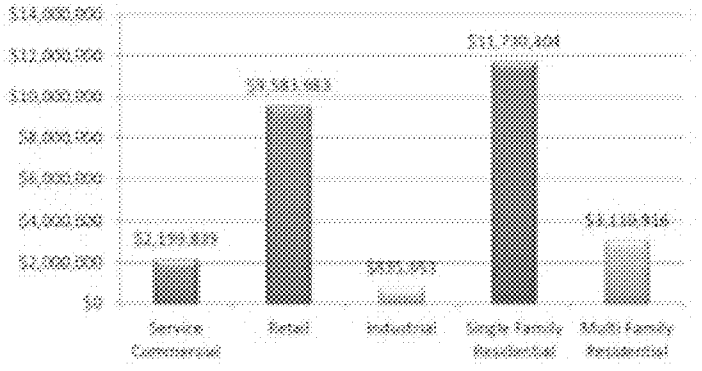

Temecula

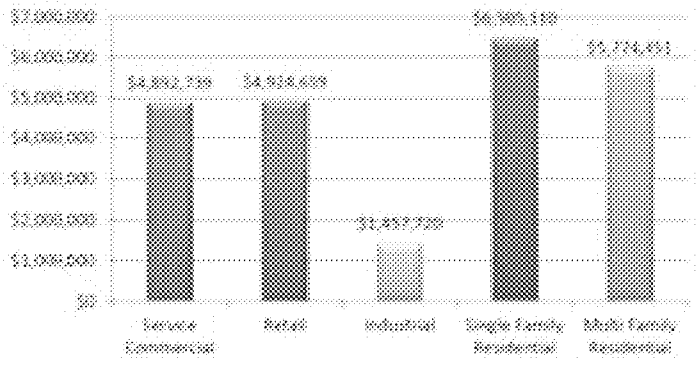

Wildomar

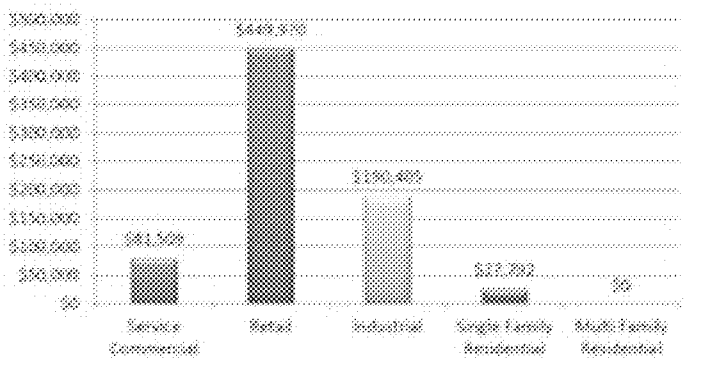

The County of Riverside for a part of this time reduced the fee by 50%.
Actual jurisdiction revenues may vary by a dollar due to rounding.

MV00178041

TUMF Revenue by Land Use (2003-2011)

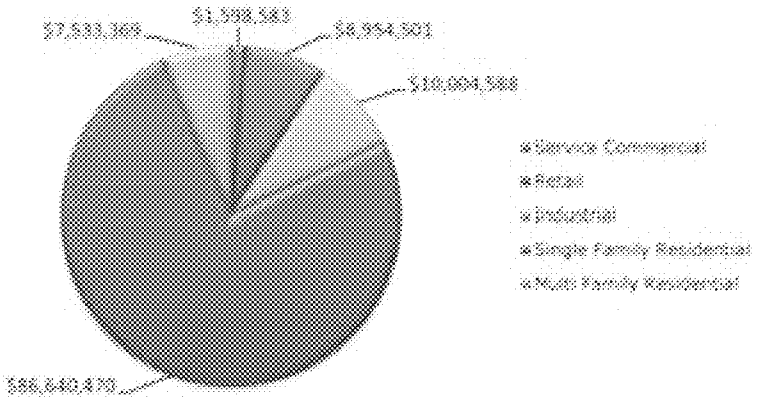

Central Zone

- County of Riverside unincorporated
- City of Menifee
- City of Moreno Valley
- City of Perris

County of Riverside

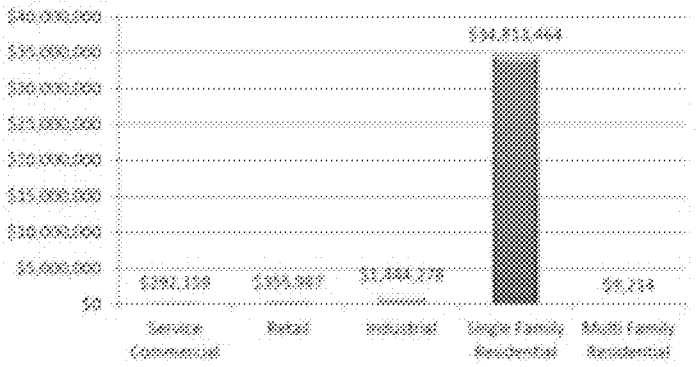

Menifee

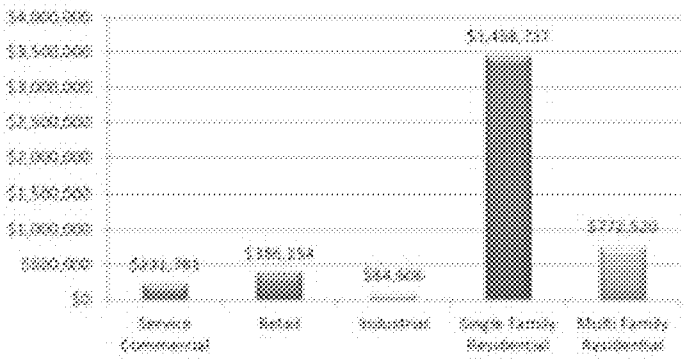

Moreno Valley

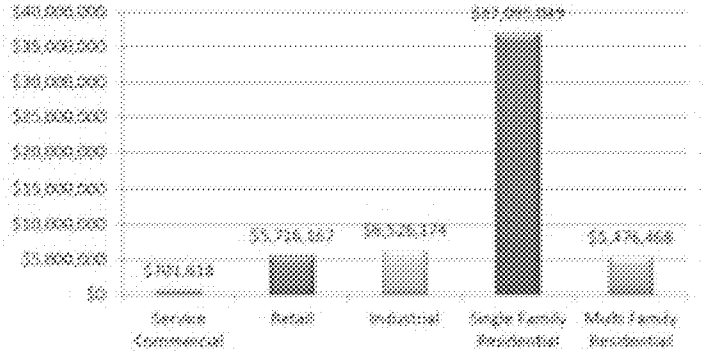

Perris

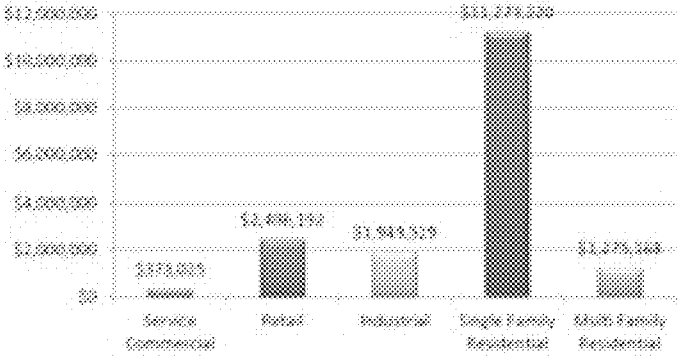

The County of Riverside and the Cities of Menifee, Moreno Valley, and Perris for all or part of this time reduced the fee by 50%. Actual jurisdiction revenues may vary by a dollar due to rounding.

MV00178042

TUMF Revenue by Land Use (2003-2011)

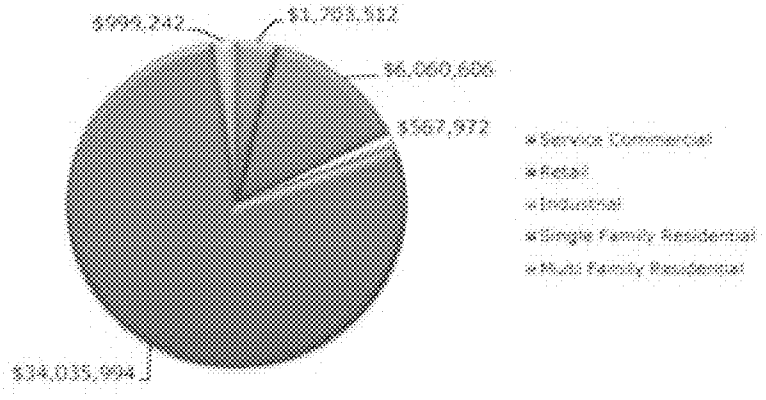

Hemet/San Jacinto Zone

- County of Riverside unincorporated
- City of Hemet
- City of San Jacinto

County of Riverside

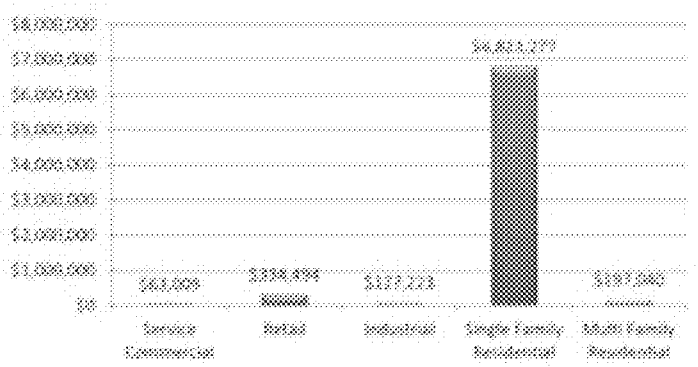

Hemet

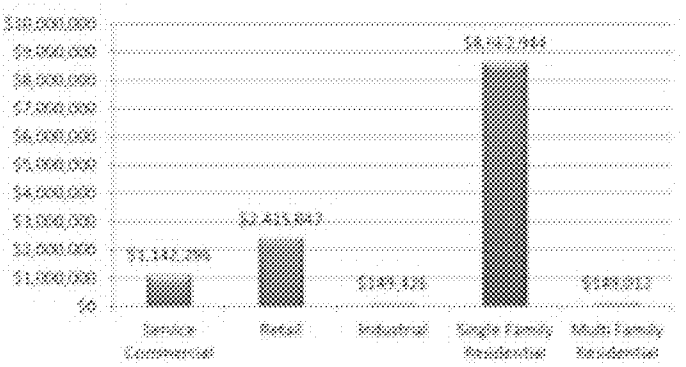

San Jacinto

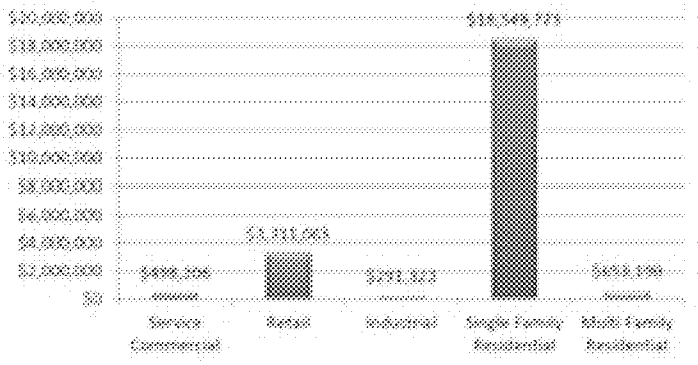

The County of Riverside and the City of San Jacinto for all or part of this time reduced the fee by 50%.
Actual jurisdiction revenues may vary by a dollar due to rounding.

MV00178043

TUMF Revenue by Land Use (2003-2011)

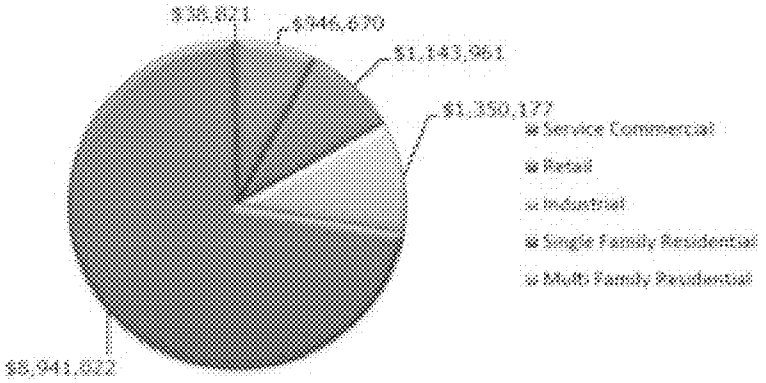

Pass Zone

- County of Riverside unincorporated
- City of Banning
- *City of Beaumont
- City of Calimesa

County of Riverside

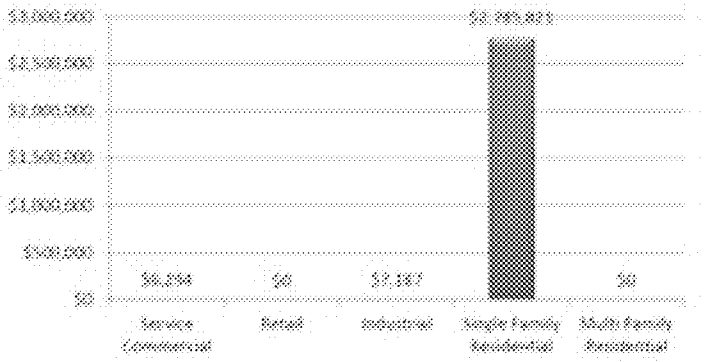

Banning

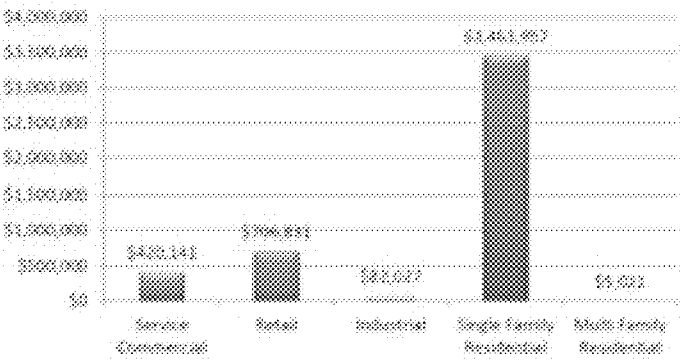

***Beaumont**

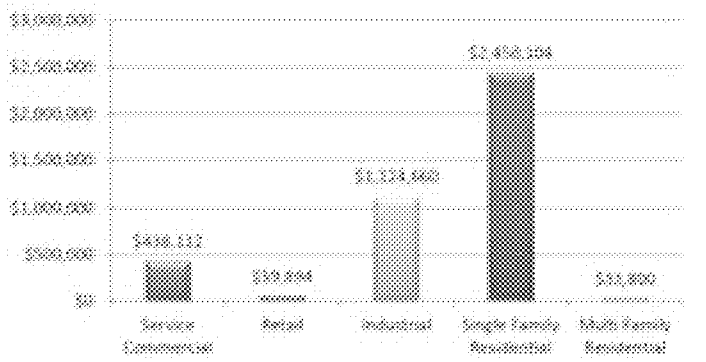

Calimesa

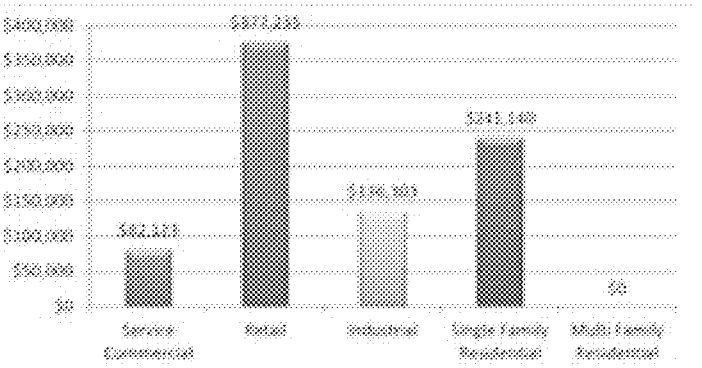

*The City of Beaumont is no longer participating in the TUMF Program.
The County of Riverside and the Cities of Banning and Calimesa for all or part of this time reduced the fee by 50%.
Actual jurisdiction revenues may vary by a dollar due to rounding.

MV00178044

TUMF Revenue by Land Use

Fiscal Year 2010-2011 (July 1, 2010, to June 30, 2011)

Total Revenue: $15,201,902

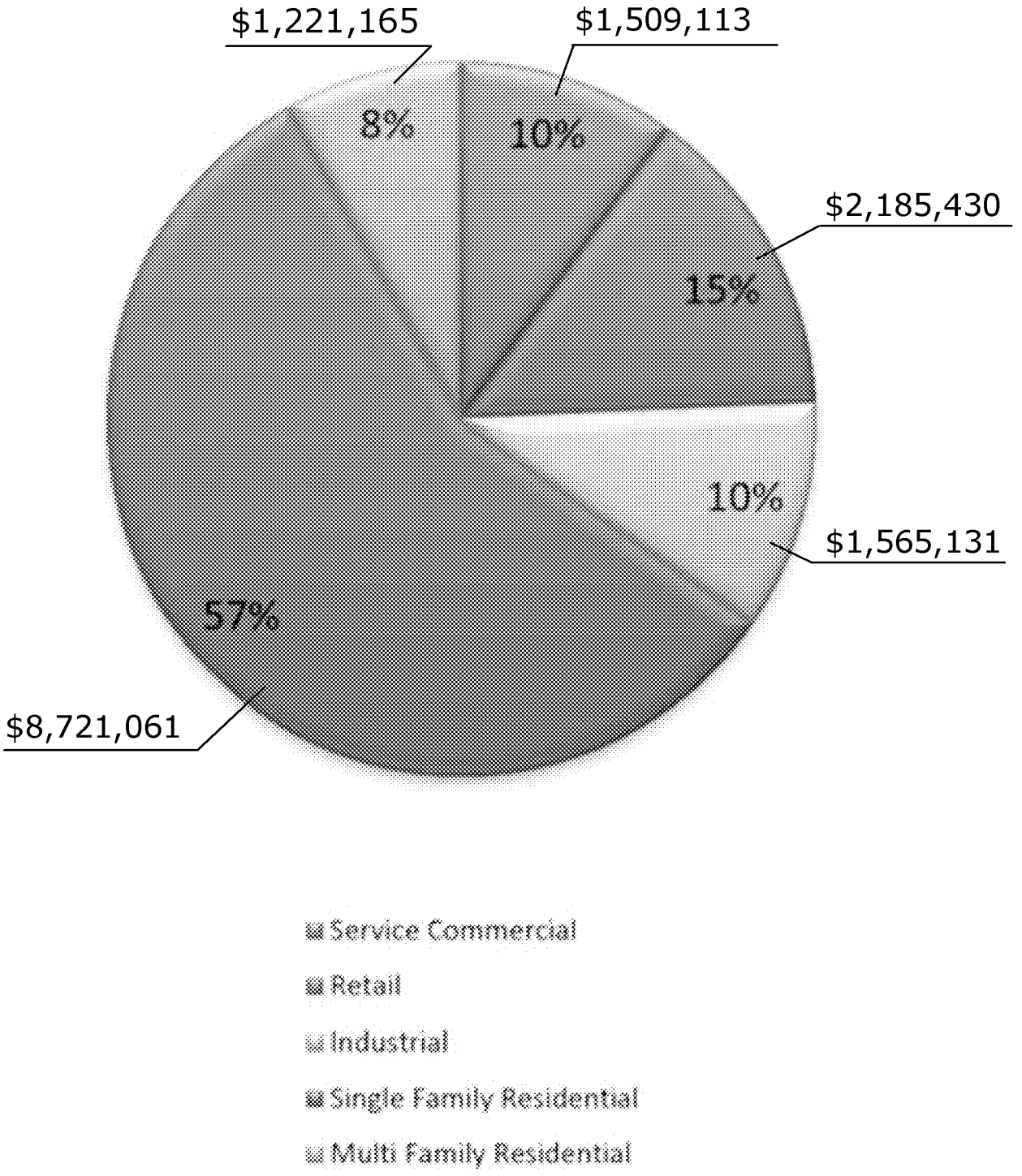

Actual jurisdiction revenues may vary by a dollar due to rounding.

MV00178045

TUMF Revenue by Land Use (FY 2010/2011)

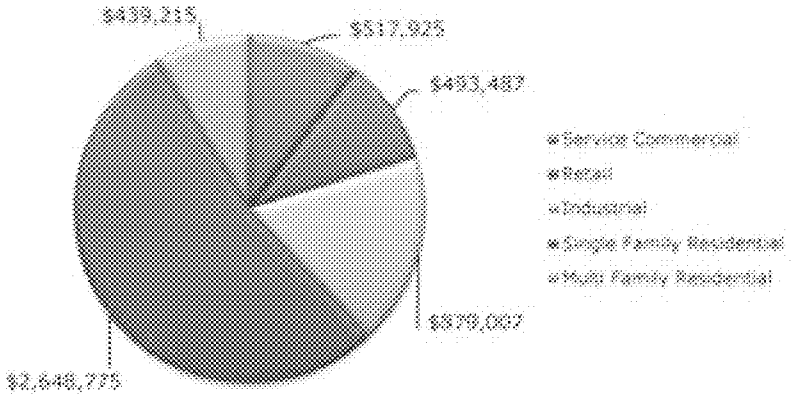

Northwest Zone

- County of Riverside unincorporated
- City of Corona
- City of Eastvale
- City of Jurupa Valley
- City of Norco
- City of Riverside
- March Joint Powers Authority

County of Riverside

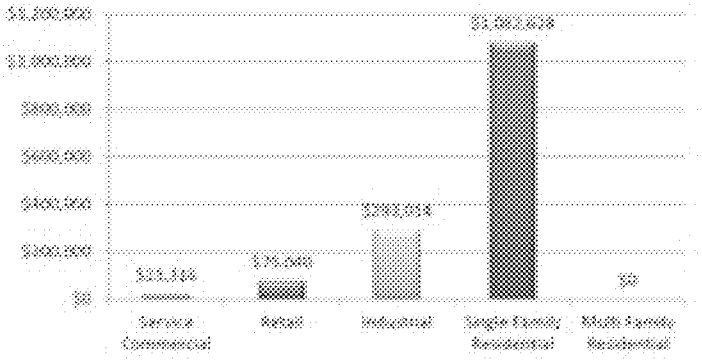

Corona

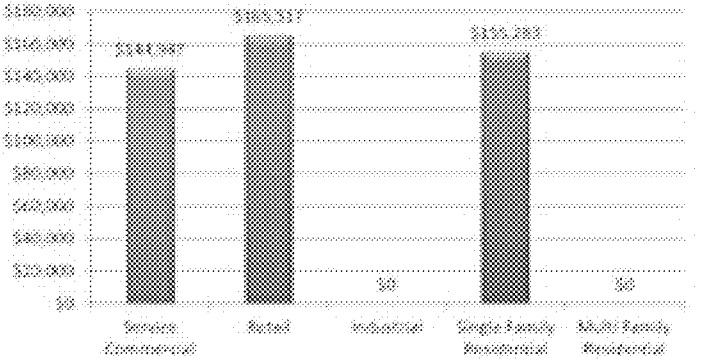

Eastvale

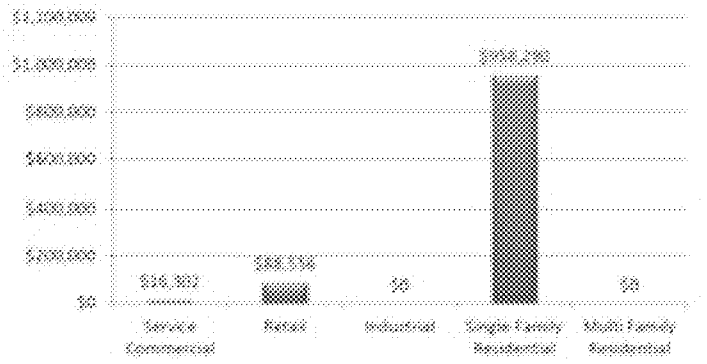

Norco

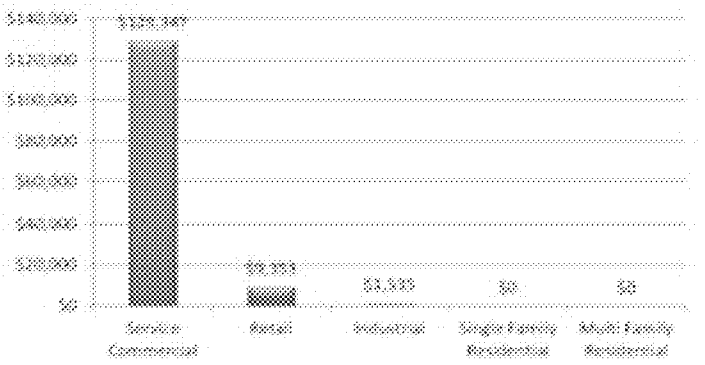

Riverside

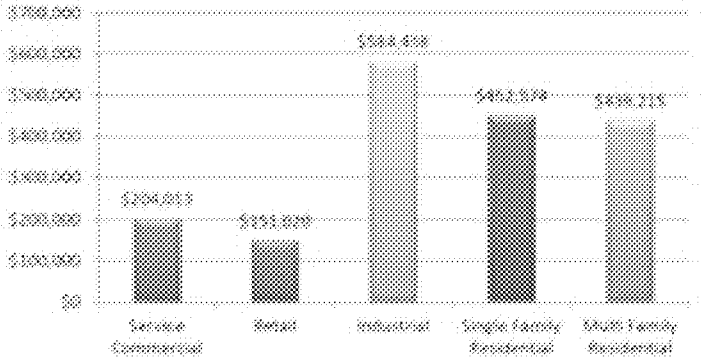

Financial information for the City of Jurupa Valley (incorporated on July 1, 2011) will be included in the 2012 Annual Report.

For Fiscal Year 2010/2011, the March JPA did not have any projects in final inspection and therefore did not collect or remit any TUMF dollars to WRCOG.

Actual jurisdiction revenues may vary by a dollar due to rounding.

MV00178046

TUMF Revenue by Land Use (FY 2010/2011)

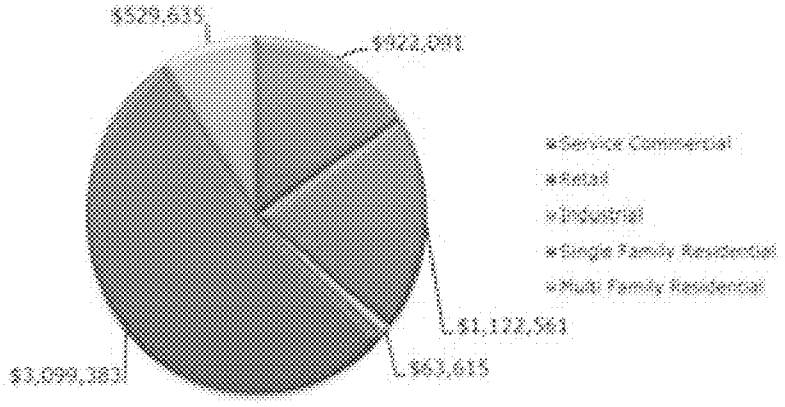

Southwest Zone

- County of Riverside unincorporated
- City of Canyon Lake
- City of Lake Elsinore
- City of Murrieta
- City of Temecula
- City of Wildomar

County of Riverside

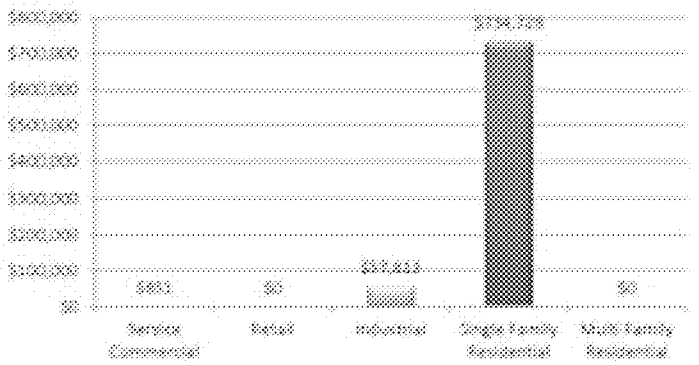

Canyon Lake

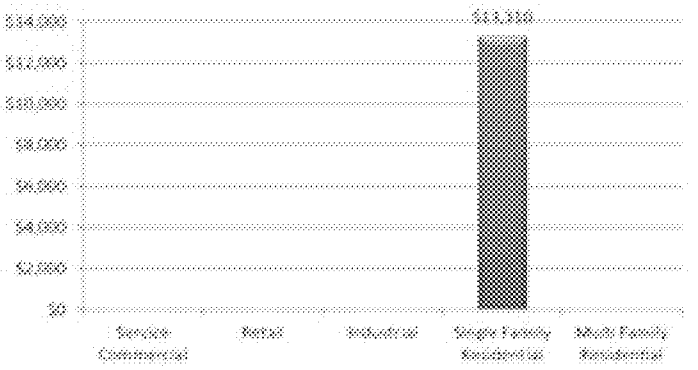

Lake Elsinore

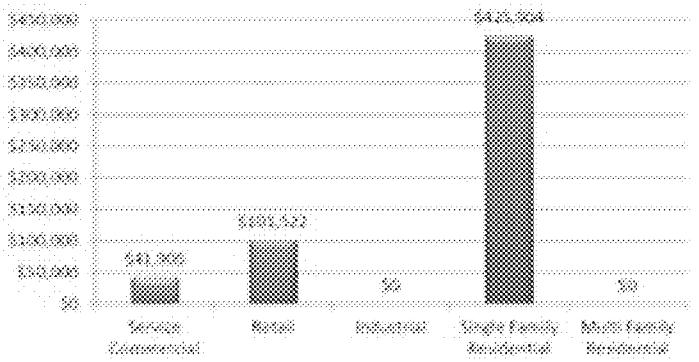

Murrieta

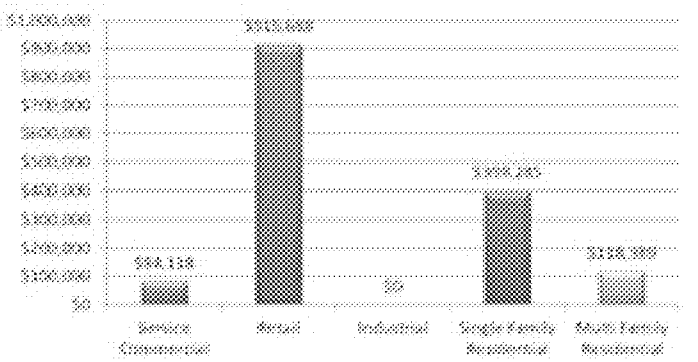

Temecula

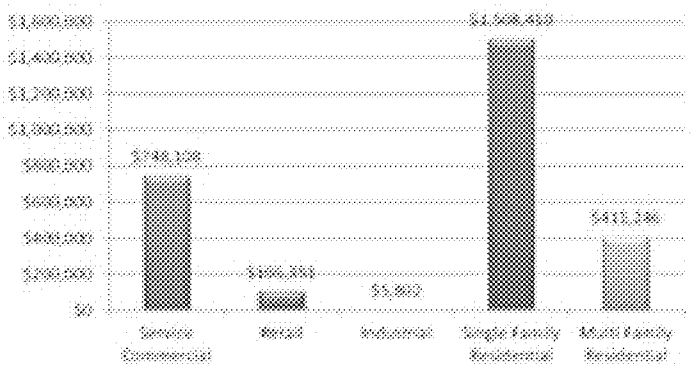

Wildomar

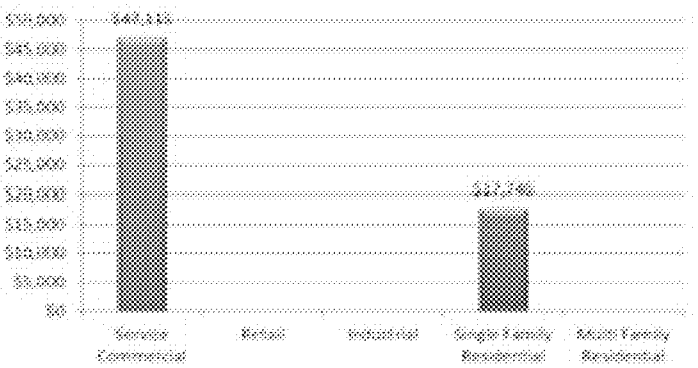

Actual jurisdiction revenues may vary by a dollar due to rounding.

MV00178047

TUMF Revenue by Land Use (FY 2010/2011)

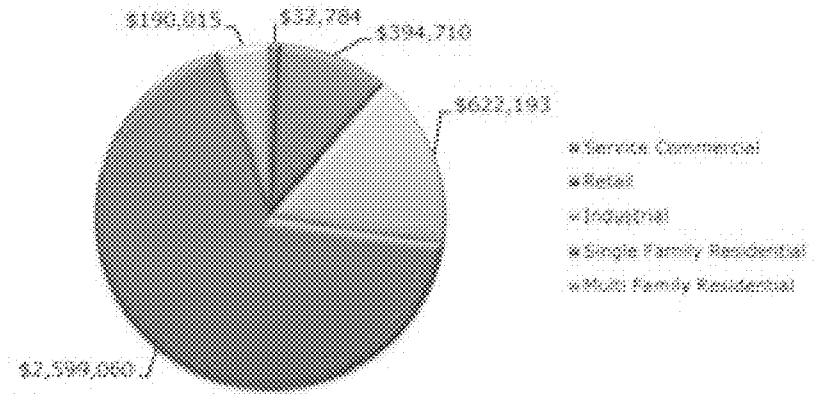

Central Zone

- County of Riverside unincorporated
- City of Menifee
- City of Moreno Valley
- City of Perris

County of Riverside

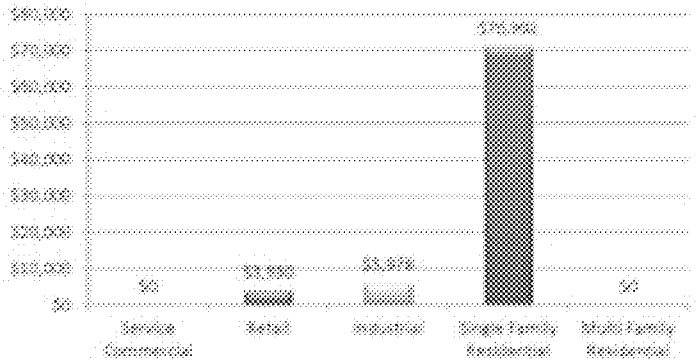

Menifee

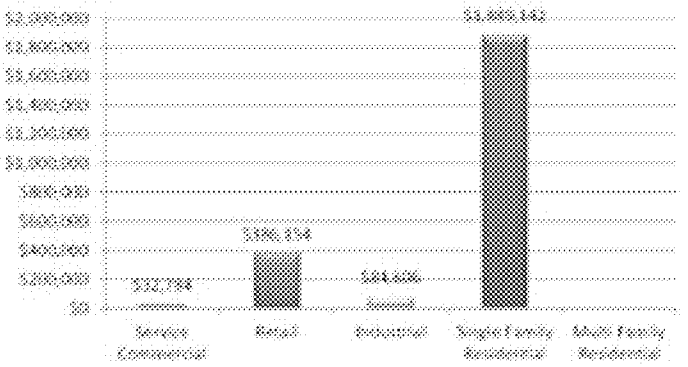

Moreno Valley

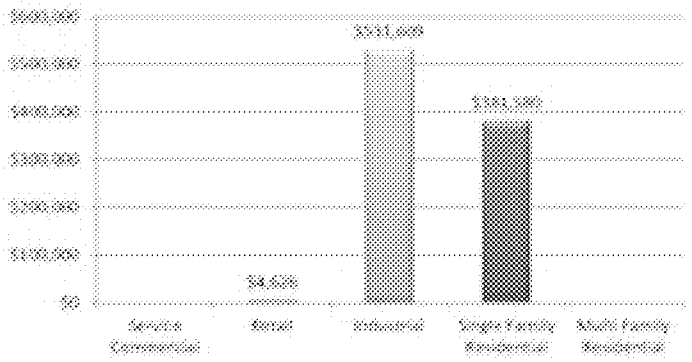

Perris

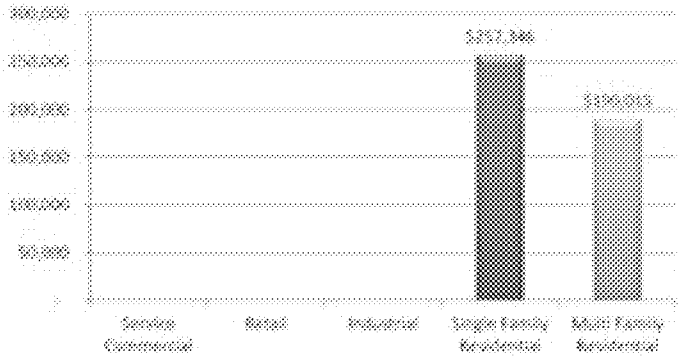

MV00178048

TUMF Revenue by Land Use (FY 2010/2011)

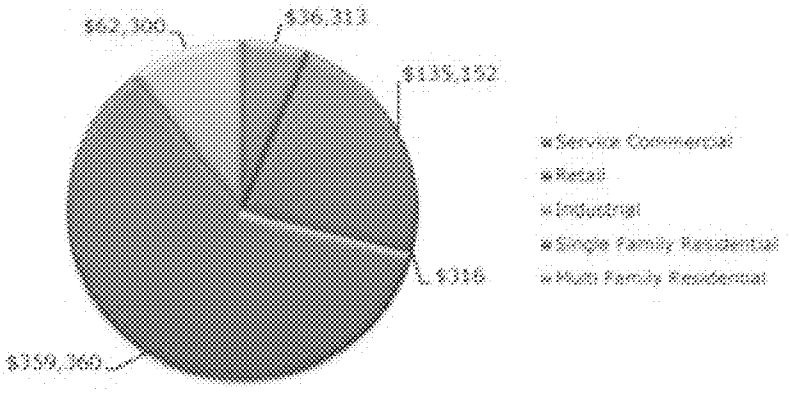

Hemet/San Jacinto Zone

- County of Riverside unincorporated
- City of Hemet
- City of San Jacinto

County of Riverside

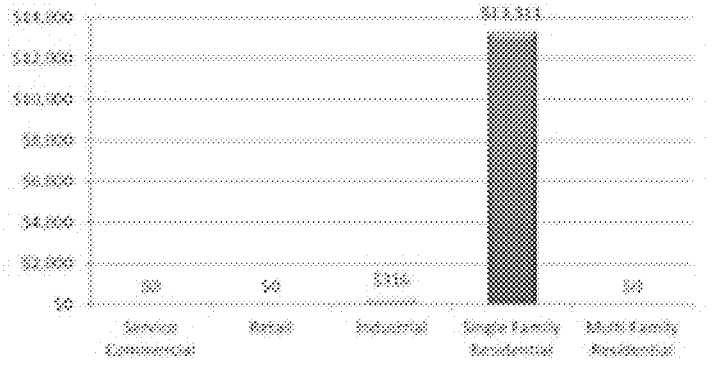

Hemet

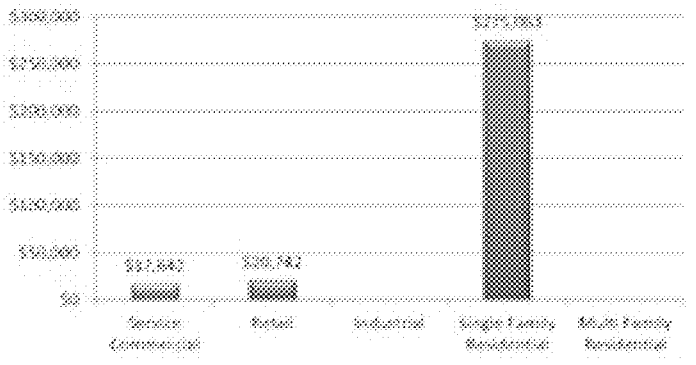

San Jacinto

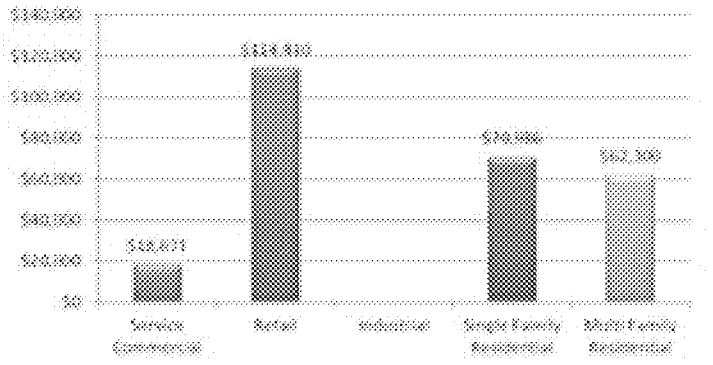

MV00178049

TUMF Revenue by Land Use (FY 2010/2011)

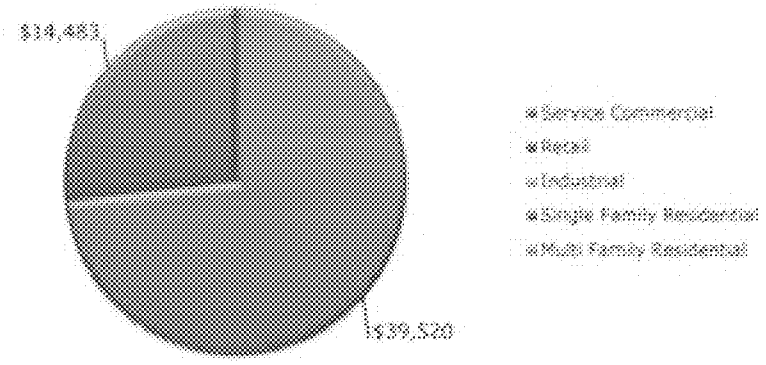

Pass Zone

- City of Banning
- City of Calimesa
- County of Riverside unincorporated

Banning

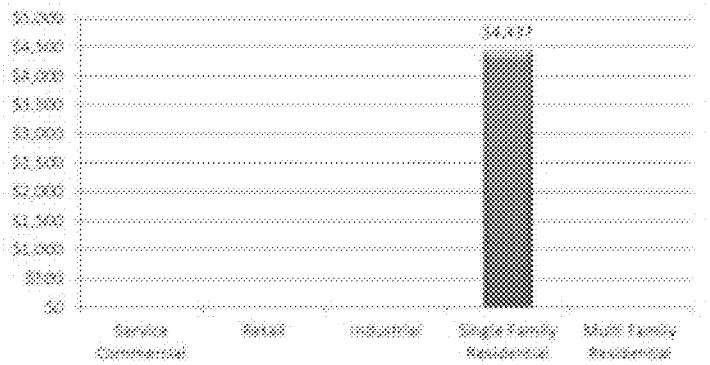

Calimesa

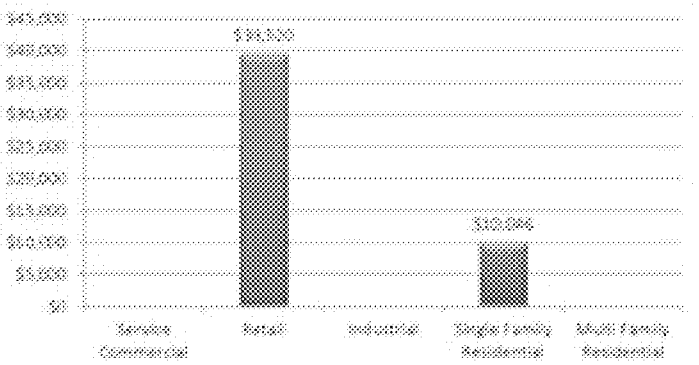

For Fiscal Year 2010/2011, the County of Riverside did not have any projects in final inspection and therefore did not collect or remit any TUMF dollars to WRCOG.

MV00178050

Projects

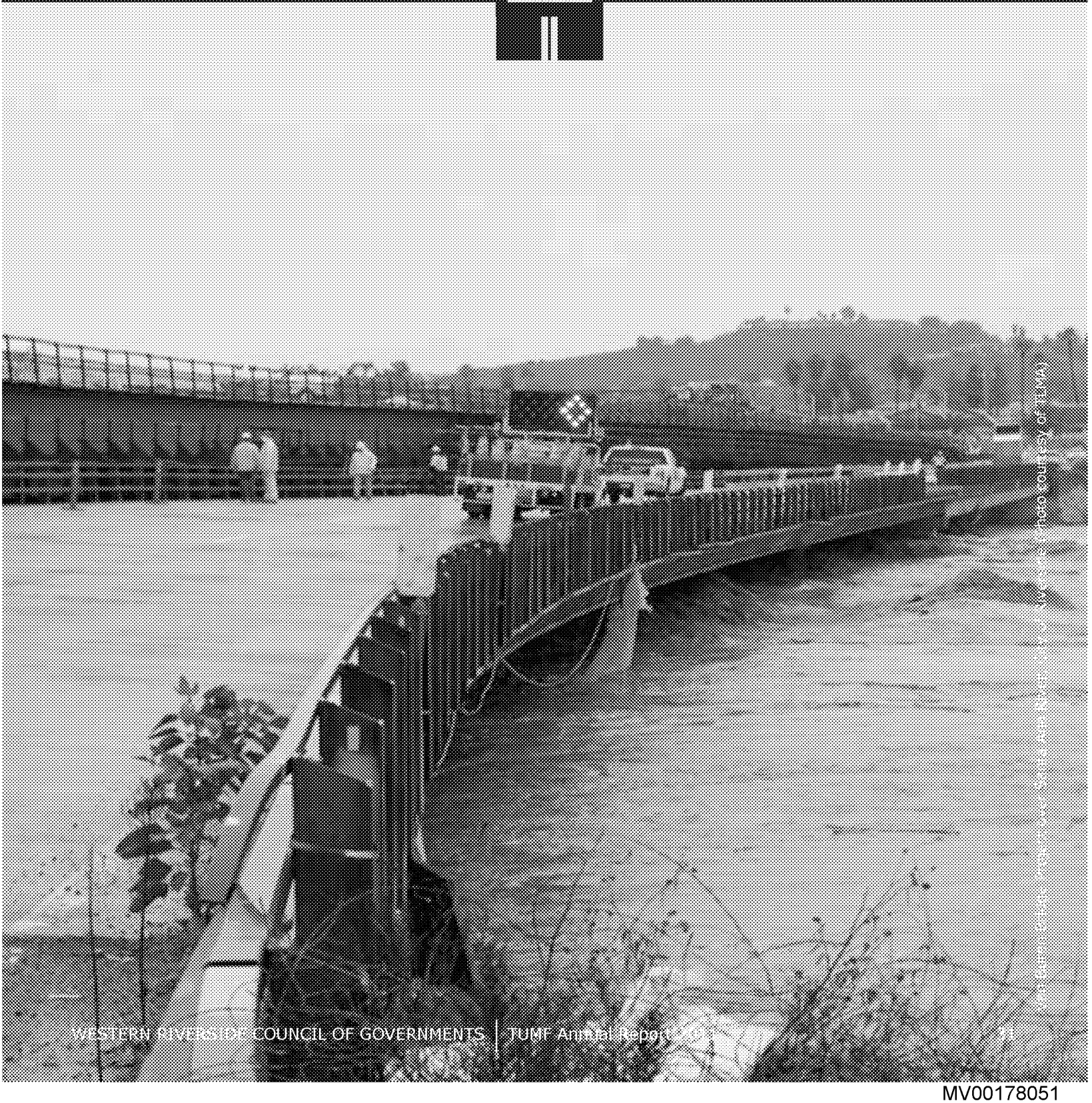

WVWTP Rehabilitation Project

MV00178051

WRCOG's TUMF Program is first and foremost an infrastructure program. It is about building infrastructure – not collecting a fee. Constructing TUMF improvements as quickly as possible is the Program's paramount objective.

WRCOG's partners in the TUMF Program, including 18 member jurisdictions, RCTC, RTA, the March JPA, and the development community have all placed the TUMF Program as a top priority. The results of our partners' commitment to the Program is evidenced on a number of fronts. All of the agencies and jurisdictions have developed and updated TUMF project expenditure plans called Transportation Improvement Programs (TIPs) that estimate revenues from TUMF and prioritize which project improvements will be made during a five-year period. Within six months of the initiation of the Program, TIPs were being approved and work was underway to implement the nation's largest multi-jurisdictional uniform development fee program.

TUMF projects do not result just from the TIPs. Community Facilities Districts (CFDs) and Road and Bridge Benefit Districts (R&BBDs) are also used to construct TUMF improvements, and developers sometimes build TUMF facilities in lieu of paying TUMF fees. By being creative, WRCOG and its partners are working to find the fastest, most cost-effective ways to build the TUMF Network.

As of the end of Fiscal Year 2010/2011, 46 TUMF projects have been completed, 8 projects are under construction, 28 projects are in engineering or right-of-way (ROW) acquisition, and another 27 projects are in planning and environmental stages. The balance of the projects are in preliminary design and planning phases. Furthermore, of the currently programmed Zone-level TIP projects, over 40 percent of these are slated for construction during the five-year TIP period. Western Riverside County residents are seeing TUMF Program dollars at work in dozens of locations throughout the subregion.

The following pages highlight TUMF activities in each of the five zones, and for RTA and RCTC.

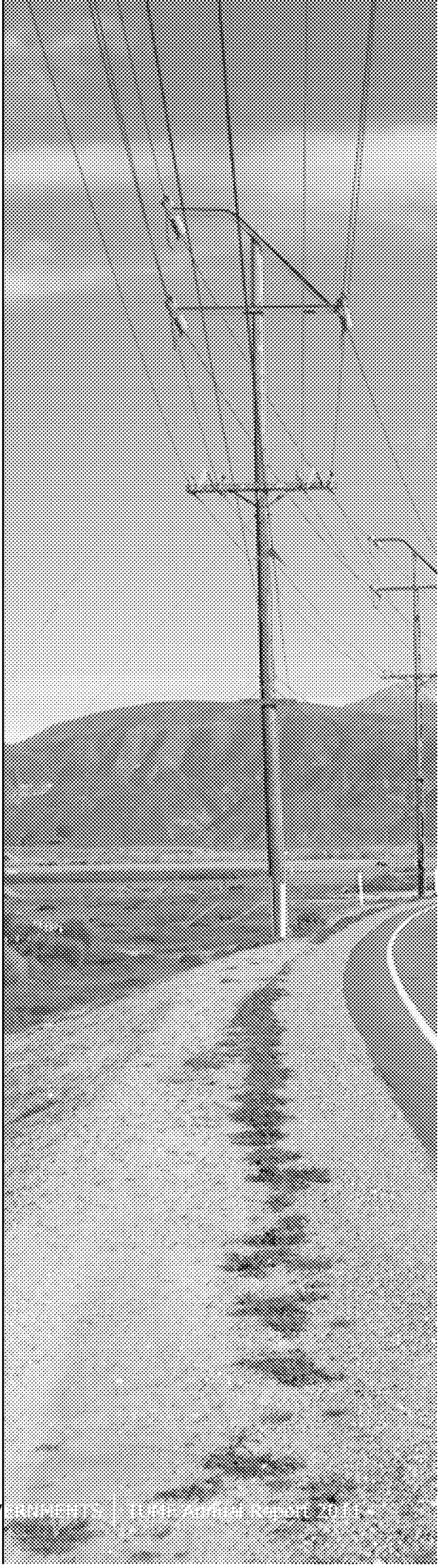

MV00178052

Sanderson Avenue, City of San Jacinto

MV00178053

Northwest Zone: Corona, Eastvale, Jurupa Valley, Norco, Riverside, County of Riverside and March JPA

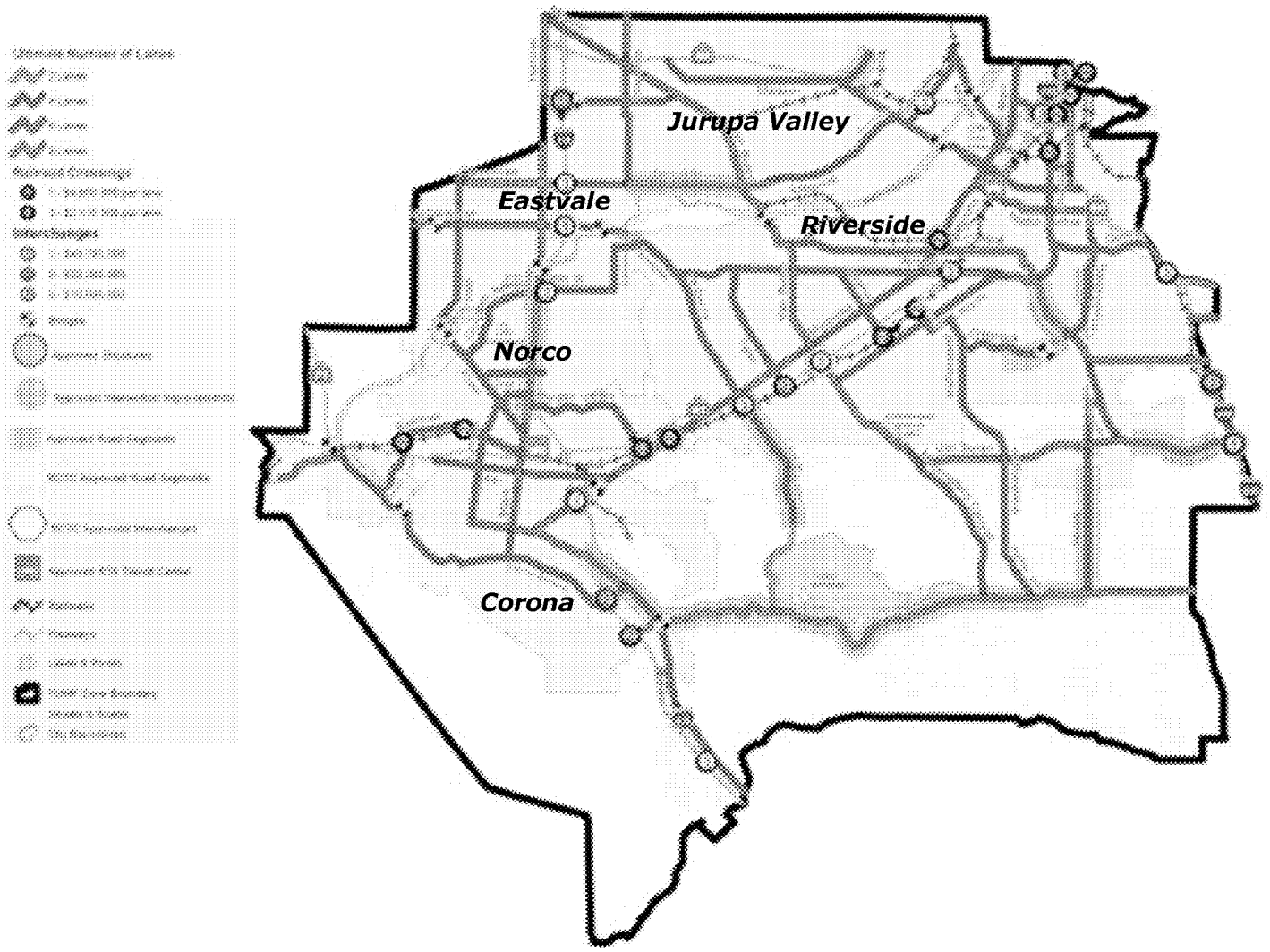

The Northwest Zone is comprised of the unincorporated County and the Cities of Corona, Eastvale, Jurupa Valley, Norco, and Riverside. The Zone covers an estimated 332.8 square miles and has a population of approximately 710,226. The Northwest Zone has 12 projects on the adopted TIP, of which 1 project is under construction, 4 projects are in engineering, 5 projects are in planning and environmental stages, and 2 projects are complete. (Note: Project data for the City of Jurupa Valley will be included in the 2012 Annual Report.)

Following are examples of projects that WRCOG has participated in with local jurisdictions in the Northwest Zone that are underway and/or completed. These projects represent $15.3 million in TUMF investment.

Magnolia Avenue Grade Separation (City of Riverside)
This project will lower Magnolia Avenue under the Union Pacific Railroad tracks, and a two-track railroad bridge is being constructed over Magnolia Avenue. The project will also shift the alignment of Magnolia Avenue 50 feet to the west.

In addition, Beatty Drive will be widened from two to four lanes between Brockton and De Anza

MV00178054

Northwest Zone 5-Year Transportation Improvement Program

Planning	Environmental Study	Engineering	Construction		
				County of Riverside	Cajalco Road (La Sierra to Wood), widen 2 to 4 lanes
					Cajalco Road (Temescal Canyon Road to La Sierra), widen 2 to 4 lanes
					Limonite Avenue (I-215 ramps to van Buren), widen 2 to 4 lanes
					Magnolia Grade Separation at BNSF Railroad
					Wood Road (Cajalco to Temescal), widen to 4 lanes
				Corona	Auto Center Underpass (Railroad to Pomona), widen 2 to 4 lanes
					McKinley Rail Underpass and Ramps, widen to 6 lanes
				City of Riverside	Sandy Creek Drive (Country Club to Via Vista), widen 2 to 4 lanes
					Magnolia Ave. Grade Separation (Beatty to Brockton), widen to 4 lanes
				Norco	Hamner Avenue (Santa Ana River to Parkridge), widen 4 to 6 lanes
				County of Riverside/Caltrans	Van Buren/I-215 Interchange

1 project currently on the TIP is completed and is listed under the Completed Projects list on Page 45.

Source: Information provided by each jurisdiction's Public Works Department

Avenues, and new traffic signals will be installed at the intersections of Beatty Drive and Brockton, Magnolia, and De Anza Avenues. Construction started in early 2010. The project is anticipated to be completed by in 2012. The estimated project cost is $53.1 million, of which TUMF will provide $12 million.

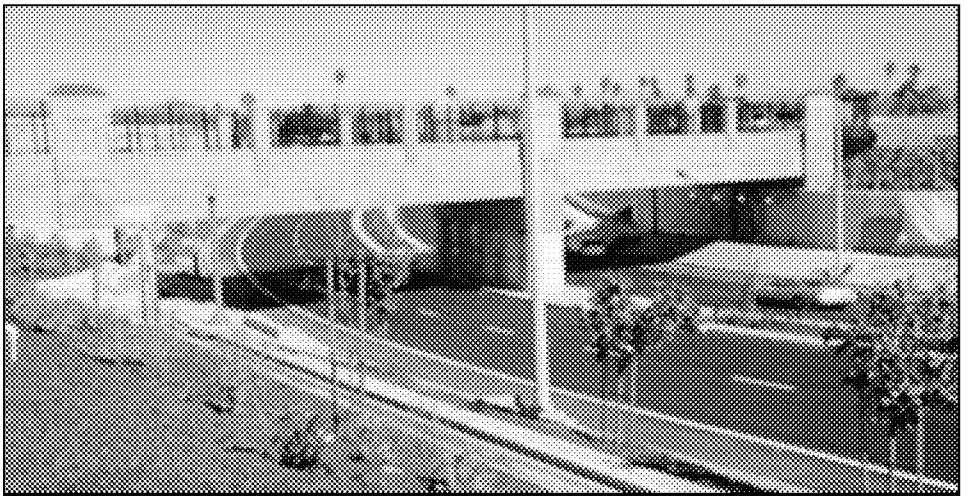

Magnolia Grade Separation Project, City of Riverside (Photo courtesy City of Riverside)

Hamner Avenue (City of Norco)

This project will widen a portion of Hamner Avenue between Santa Ana River to Parkridge Avenue from four to six lanes. The project is being completed in phases. The City recently widened Hamner Avenue from Sixth Street north to a few hundred feet south of Detroit Street.

The project's estimated cost is $8.6 million, of which TUMF has programmed $3.3 million.

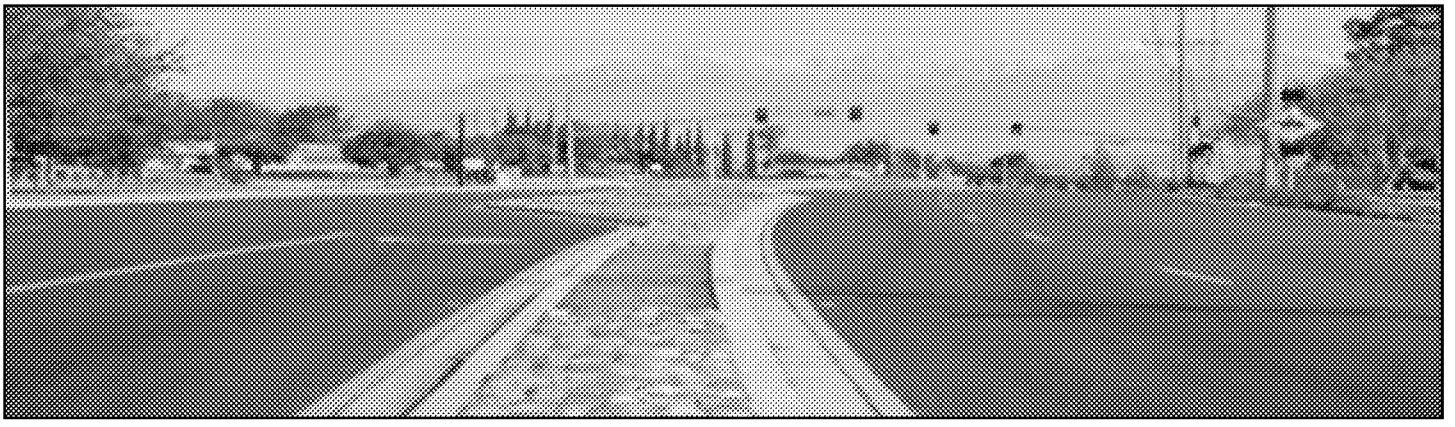

Hamner Avenue widening Project from Sixth Street to Detroit Street, City of Norco (Photo courtesy of City of Norco)

MV00178055

Southwest Zone: Canyon Lake, Lake Elsinore, Murrieta, Temecula, Wildomar, and County of Riverside

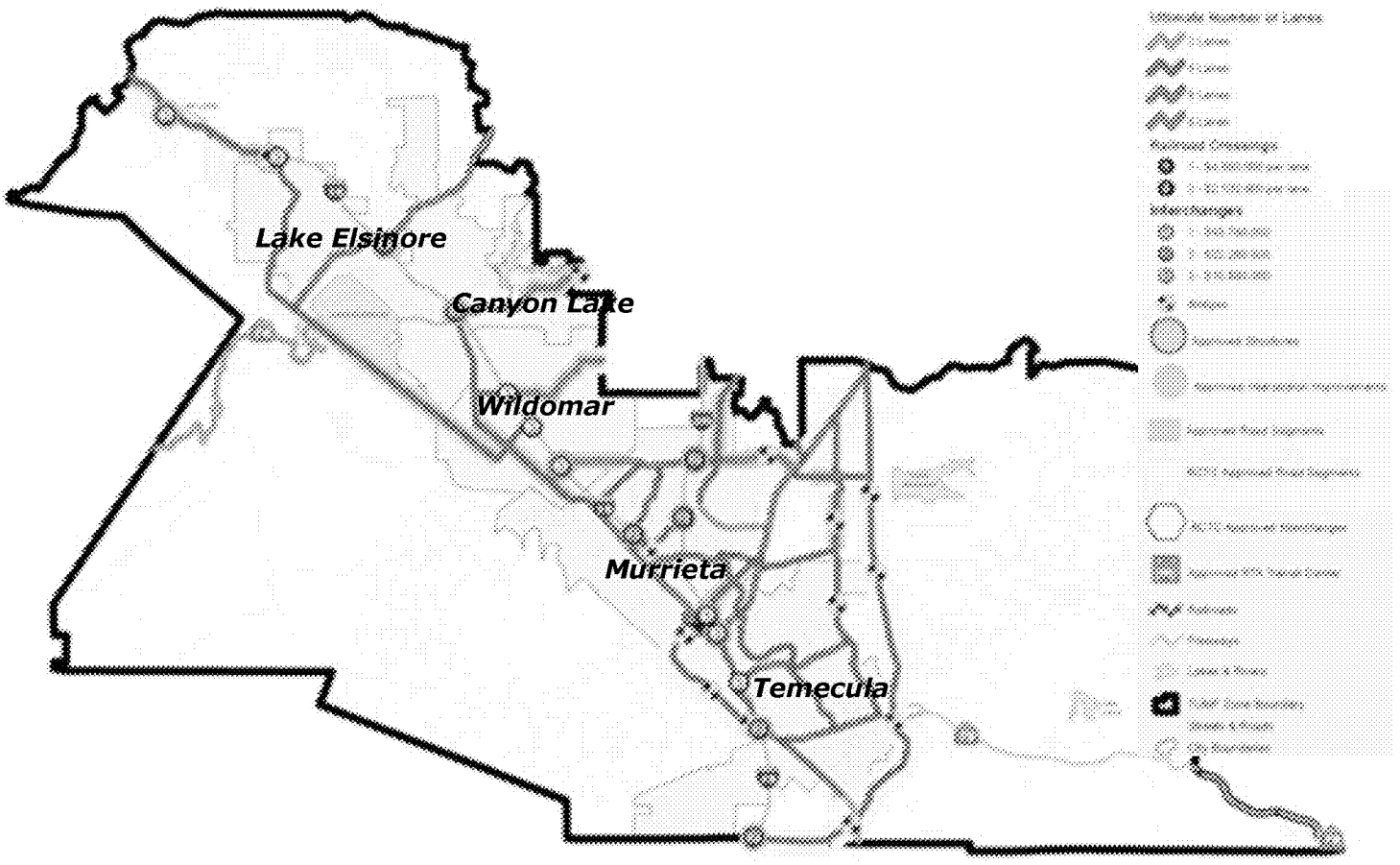

The Southwest Zone is comprised of the unincorporated County and the Cities of Canyon Lake, Lake Elsinore, Murrieta, Temecula, and Wildomar. The Zone covers an estimated 536.1 square miles and has a population of approximately 380,193.

The Southwest Zone has 16 projects on the adopted TIP, of which 1 project is under construction, 8 projects are in engineering, 3 projects are in planning and environmental stages, and 3 projects are completed. The remaining project is in the preliminary design and planning phase.

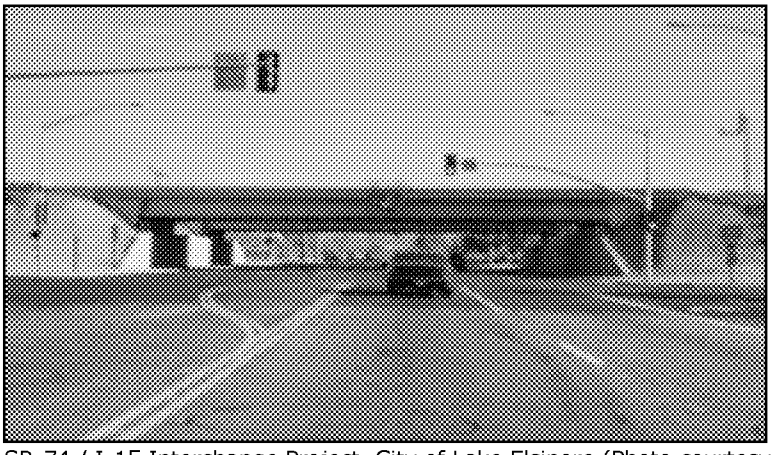

SR-74 / I-15 Interchange Project, City of Lake Elsinore (Photo courtesy of City of Lake Elsinore)

Following are examples of projects that WRCOG has participated in with local jurisdictions in the Southwest Zone that are underway and/or completed. These projects represent $56.8 million in TUMF investment.

MV00178056

Southwest Zone 5-Year Transportation Improvement Program

Planning	Environmental Study	Engineering	Construction		
				City of Murrieta	Butterfield Stage Road (Auld to Murrieta Hot Springs), widen 2 to 4 lanes
					Clinton Keith Road (SR79 to I-215), widen 2 to 4 lanes
					Jefferson Street/I-15 Interchange Improvements
				Canyon Lake	Railroad Canyon Road (Goetz to City Limits)
				Murrieta	California Oaks/I-15 Interchange and widen 2 to 4 lanes from Madison to Cal Oaks Center
				Temecula	SR79 (Diaz Road to Rancho California Road), widen 2 to 4 lanes
					SR79 (Rancho Vista/I-15 Interchange)
					French Valley Parkway/I-15 Overcrossing and Interchange
				Riverside County	Temescal Canyon Road, widen 2 to 4 lanes, seismic retrofit bridge
				Wildomar	Clinton Keith Road (I-15 to Gruwell), widen 2 to 4 lanes
					Grand Avenue (SR74/Orange to Central), widen 2 to 4 lanes
					Palomar Street (Mission Trail to Jefferson), widen 2 to 4 lanes
				Wildomar/County of Riverside	Clinton Keith Overcrossing

3 projects currently on the TIP are completed and are listed under the Completed Projects list on Page 45.
Source: Information provided by each jurisdiction's Public Works Department

California Oaks/I-15 Interchange (City of Murrieta)

This project will widen California Oaks Road between Madison Avenue and Cal Oaks Plaza Drive to six lanes and add two loop on-ramps at the interchange. Construction is underway with an anticipated completion date of August 2012. The estimated project cost is $26 million, of which TUMF will provide $6 million.

Clinton Keith/I-15 Interchange (City of Wildomar)

The Clinton Keith Road/I-15 Interchange is a diamond configuration with Clinton Keith Road spanning the I-15 freeway. This project will widen the bridge structure to accommodate six through lanes plus dual median left-turn lanes in each direction. The freeway ramps will be reconstructed to connect with the widened cross section of Clinton Keith Road. The project has completed design and right-of-way acquisition. Construction is anticipated to begin in early 2012. The estimated project cost is $23 million, of which TUMF will provide $9.3 million.

French Valley Parkway / I-15 Overcrossing and Interchange (City of Temecula)

This project provides for construction of a new interchange on the I-15 freeway between the existing Winchester Road interchange and the I-15/I-215 junction. The project will utilize a partial cloverleaf interchange at French Valley Parkway, with loop on-ramps and direct off-ramps in the northwest quadrants and direct on-ramps in the southwest and northwest quadrants.

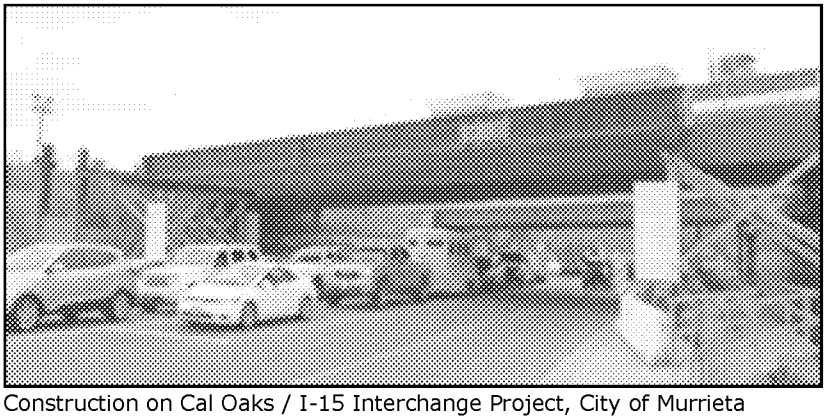
Construction on Cal Oaks / I-15 Interchange Project, City of Murrieta

The project is in the design phase with construction anticipated to begin in 2012. The estimated project cost is $192 million, of which TUMF will provide $43 million.

MV00178057

Central Zone: Menifee, Moreno Valley, Perris, and County of Riverside

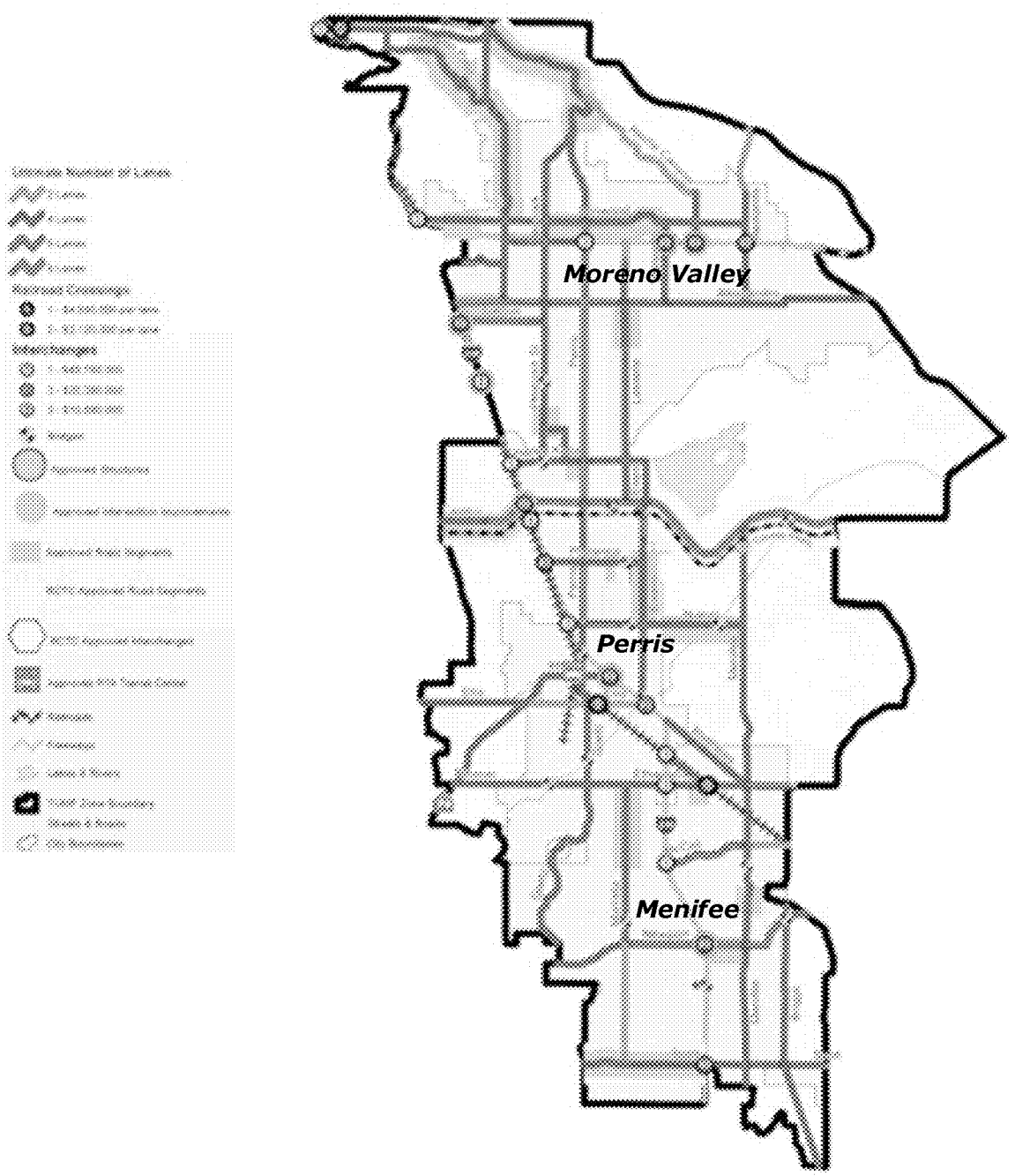

The Central Zone is comprised of the unincorporated County and the Cities of Menifee, Moreno Valley and Perris. The Zone covers an estimated 222.2 square miles and has a population of approximately 376,638. The Central Zone has 18 projects on the adopted TIP, of which 4 projects are under construction, 5 projects are in engineering, 6 projects are in planning and environmental stages, and 2 projects are completed. The remaining project is in the preliminary design and planning phases.

Following are examples of projects that WRCOG has participated in with local jurisdictions in the Central Zone that are underway and/or completed. These projects represent $21.67 million in TUMF investment.

MV00178058

Central Zone 5-Year Transportation Improvement Program

Planning	Environmental Study	Engineering	Construction		
				City of Perris	Goetz Road (Ethanac to Nuevo), widen 2 to 4 lanes
					Ethanac Road (Goetz to Perris Boulevard), widen 2 to 4 lanes
					Mid County Parkway, Phase 1 (Ethanac to Placentia), new 4 lanes
				Riverside County	Mid County Parkway, Phase 2 (Placentia to Ramona), new 4 lanes
					Mockingbird Canyon Road (Van Buren to Cactus), widen 2 to 4 lanes
					Van Buren Boulevard (Mockingbird Canyon to Orange Terrace), widen 2 to 4 lanes
					Van Buren Boulevard (Orange Terrace to Indiana), widen 2 to 4 lanes
				Moreno Valley	Nason Street (Alessandro to Cactus), widen 2 to 4 lanes
					Nason Street (Cactus to Iris), widen 2 to 4 lanes
					Nason Street (Iris to Ironwood), widen 2 to 4 lanes
					Nason Street (Ironwood to Eucalyptus), widen 2 to 4 lanes
					Nason/SR-60 Interchange
				Perris	Goetz Road (Ethanac to Nuevo), widen 2 to 4 lanes
				Riverside County/Moreno Valley	Heacock Street (Dunn Road to South of Iris), widen 2 to 4 lanes
				RCTC/Caltrans	SR-74/Ortega Interchange
				Riverside County	Ramona Expressway (Perris to Lake Perris), widen 4 to 6 lanes

2 projects currently on the TIP are completed and are listed under the Completed Projects list on Page 45.

Source: Information provided by each jurisdiction's Public Works Department

Nason/SR-60 Interchange (City of Moreno Valley)

The SR-60/Nason Street Overcrossing project consists of replacing the overcrossing structure, widening Nason Street overcrossing approaches and modifying the intersection.

Construction is underway with an anticipated completion date of August 2012. The estimated project cost is $43 million, of which TUMF has programmed $13.2 million.

Ramona Expressway - Completed (City of Perris)

This project widened Ramona Expressway between Perris Boulevard and I-215, a distance of 1.4 miles, from four to six lanes.

$2.47 million in TUMF is programmed for this project, of which over $2.1 million has been reimbursed to the City for work underway.

Moreno Beach/SR-60 Interchange (City of Moreno Valley)

This project will realign the SR-60/Moreno Beach Drive freeway ramps with auxiliary lanes at the eastbound off-ramp and the westbound on-ramps. It will also replace the SR-60/Moreno Beach Drive overcrossing structure.

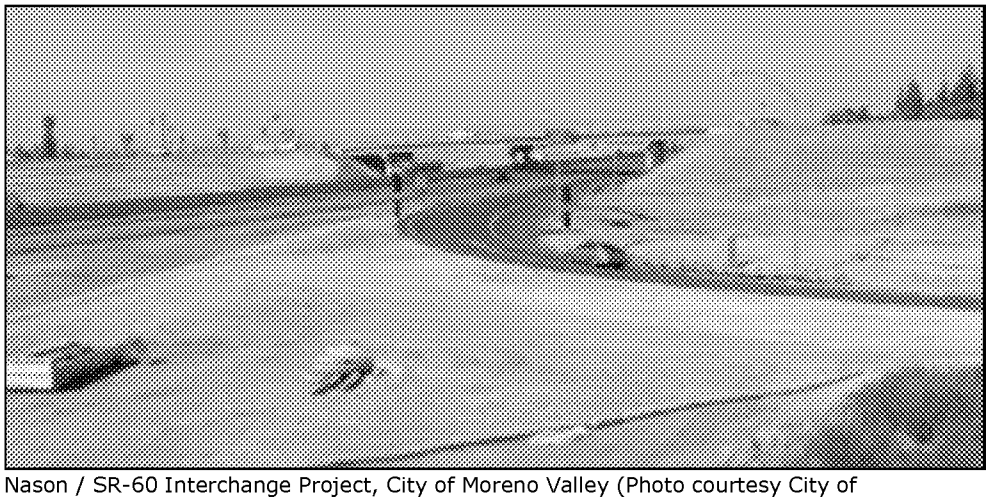

Nason / SR-60 Interchange Project, City of Moreno Valley (Photo courtesy City of Moreno Valley)

Construction is underway with an anticipated completion date of August 2012. The estimated project cost is $43 million, of which TUMF has programmed $6 million.

MV00178059

Hemet/San Jacinto Zone: Hemet, San Jacinto and County of Riverside

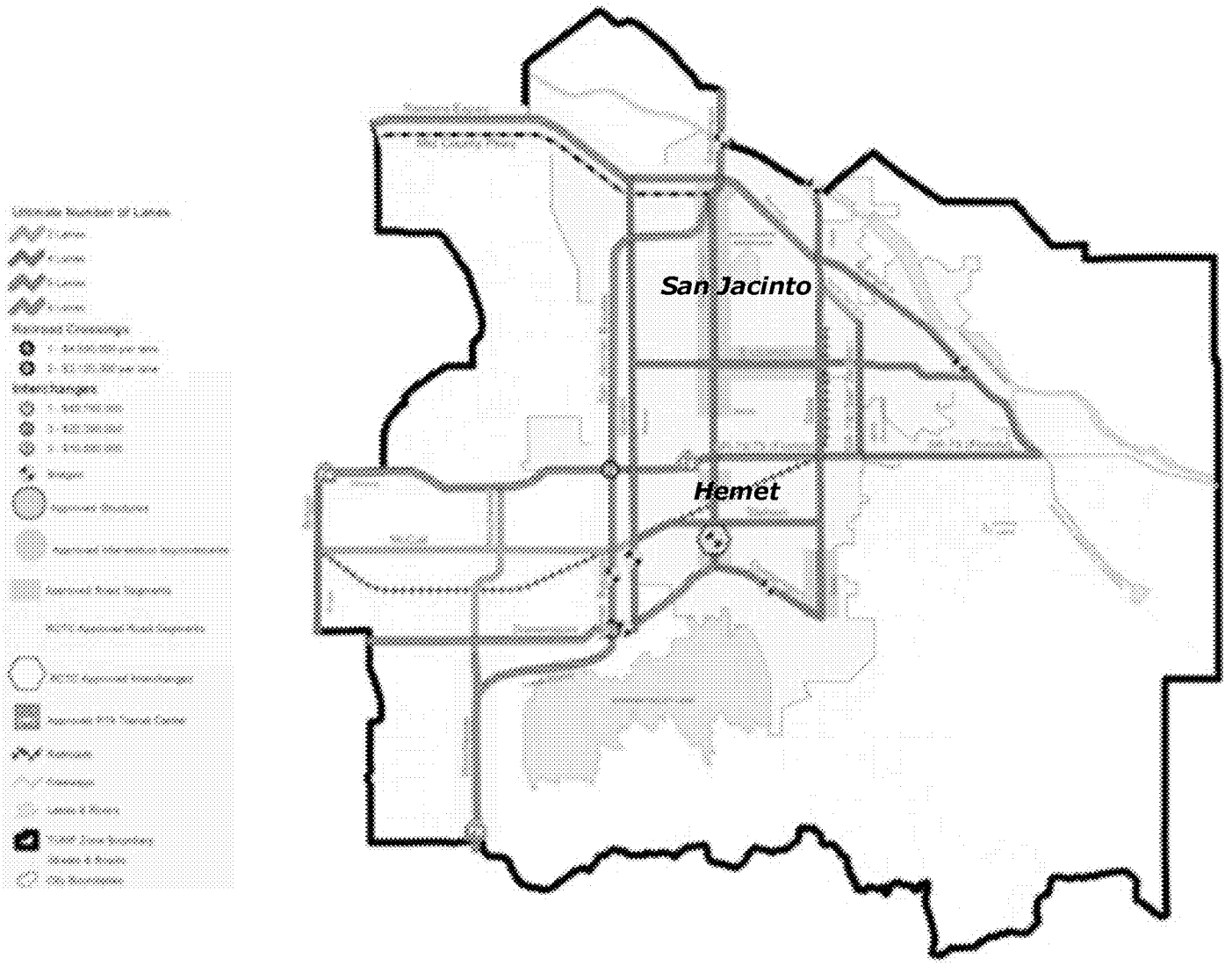

The Hemet/San Jacinto Zone is comprised of the unincorporated County and the Cities of Hemet and San Jacinto. The Zone covers an estimated 209.9 square miles and has a population of approximately 171,245. The Hemet/San Jacinto Zone has 6 projects on the adopted TIP, 1 project is in engineering, 2 projects are in planning and environmental stages, and 3 projects are completed.

Following are examples of projects that WRCOG has participated in with local jurisdictions in the Hemet/San Jacinto Zone that are underway and/or completed. These projects represent $11.1 million in TUMF investment.

Sanderson Avenue - Completed (City of San Jacinto)

This Project widened Sanderson Avenue from two to four lanes from Esplanade Avenue to Ramona Expressway for a length of 3.6 miles. The project eases congestion at the intersection of Sanderson and Ramona Expressway. The ultimate configuration of this segment will be a six -lane facility with a raised median, curb and gutter, sidewalks and a landscaped parkway. The project's cost is $7.72 million, of which TUMF has paid $7 million.

MV00178060

Project	Sanderson Avenue (City of Hemet)	Ramona Expressway (City of San Jacinto)
Description	Widen from 2 to 4 lanes	Widen from 2 to 6 lanes
Jurisdiction	Hemet	San Jacinto, Caltrans District 8, Riverside County
Estimated Cost	$1.23 million	$8.3 million

3 projects currently on the TIP are completed and are listed under the Completed Projects list on Page 45.

Source: Information provided by each jurisdiction's Public Works Department

Sanderson Avenue (City of Hemet)

The project will widen the west side of Sanderson Avenue from Acacia to Wentworth Avenue.

Sanderson Avenue will be widened from two to four lanes for a distance of 3,000 feet.

The project is currently in the engineering phase and is negotiating for additional right-of-way acquisition.

TUMF has programmed $1.23 million for this project, of which TUMF has reimbursed the City $1 million for work underway.

Ramona Expressway (City of San Jacinto)

This project will widen Ramona Expressway between Sanderson Avenue and Main Street in two phases. The entire project alignment from Sanderson Avenue to Main Street is currently a two-lane road.

The first phase will widen Ramona Expressway from Sanderson Avenue to State Street. This portion will widen the existing two-lane alignment to six lanes for an approximate distance of 2.45 miles.

The second phase of work will widen Ramona Expressway from State Street to Main Street. This second segment will widen the existing two-lane alignment to four lanes for a distance of approximately 2.7 miles. Construction is anticipated to begin in late 2012.

The project is estimated to cost over $8.3 million, of which TUMF has programmed $4 million.

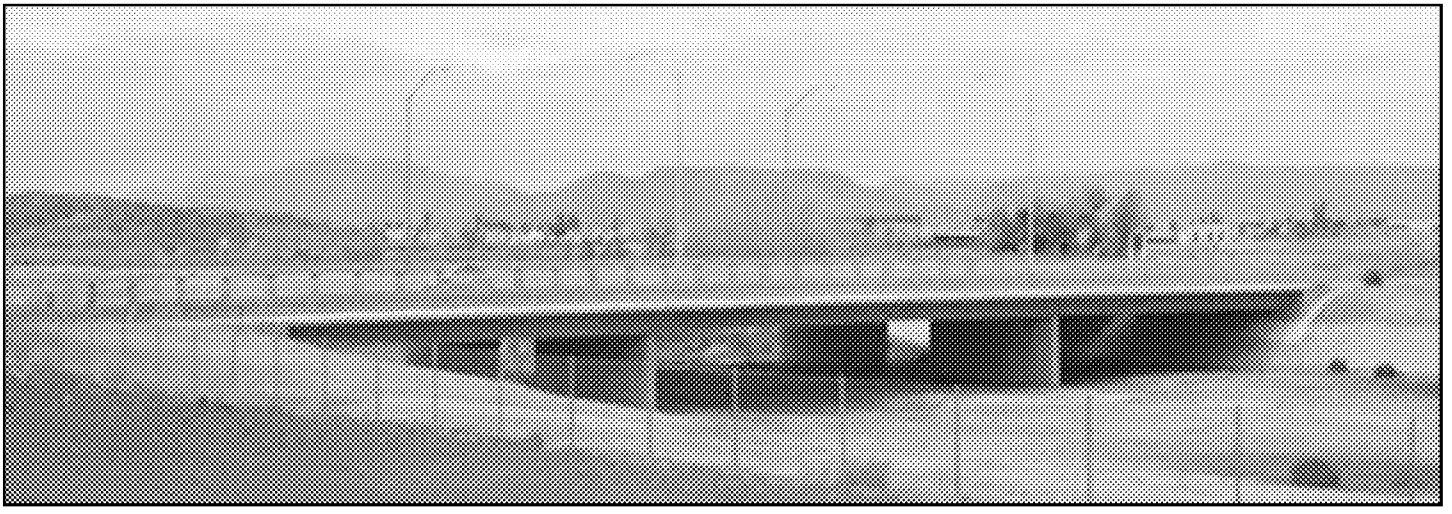

Sanderson Avenue Bridge Project over Salt Creek, City of Hemet (Photo courtesy of City of Hemet)

MV00178061

Pass Zone: Banning, Calimesa, and County of Riverside

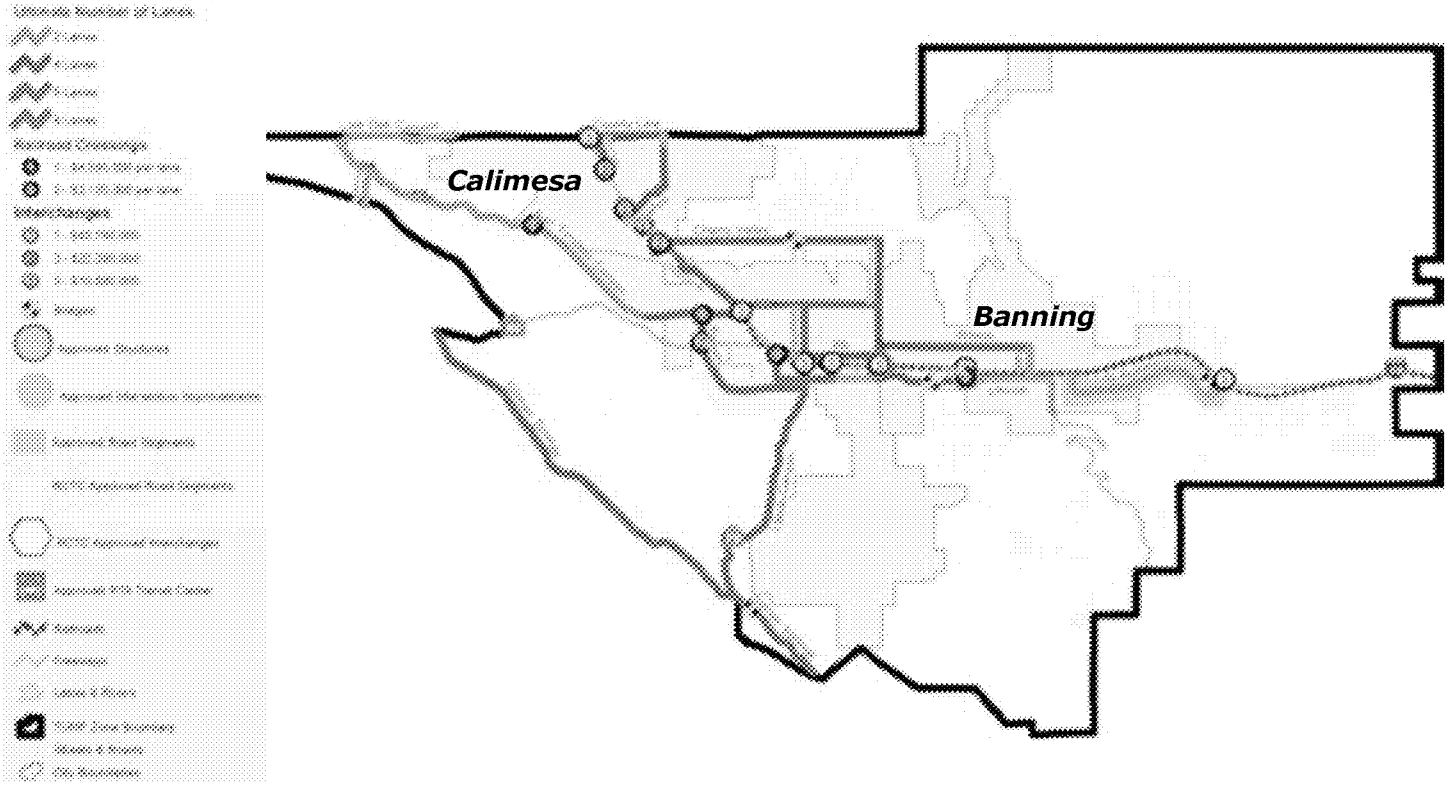

Pass Zone 5-Year Transportation Improvement Program

Planning	Environmental Study	Engineering	Construction		
				Banning	Sunset Avenue Grade Separation
					Highland Springs/I10 Interchange Improvements and Widening
				County of Riverside/City of Banning	I10 Bypass South & 300' Bridge (Hathaway to Fields) - widen 0 to 4 lanes

1 project currently on the TIP is completed and is listed under the Completed Projects list on Page 45.
Source: Information provided by each jurisdiction's Public Works Department

The Pass Zone is comprised of the unincorporated County and the Cities of Banning and Calimesa. The Zone covers an estimated 260.9 square miles and has a population of approximately 86,840. The Pass Zone has 4 projects on the adopted TIP, of which 2 projects are in engineering, 1 project is in planning and 1 project is complete.

Following are examples of projects that WRCOG has participated in with local jurisdictions in the Pass Zone that are underway and/or completed. These projects represent $3.8 million in TUMF investment.

Sunset Avenue Grade Separation (City of Banning)

This project will lower Sunset Avenue by 20 feet to construct a new underpass at the UPRR tracks, modify Sunset Avenue, and replace the I-10 bridge and the on- and off-ramps.

The project is in design with construction anticipated to begin in winter 2012. The TUMF has programmed $2.1 million for this project.

MV00178062

Riverside Transit Agency

The Riverside Transit Agency (RTA) receives TUMF funds for capital transit improvements (1.7 percent) of the total collected. RTA has 6 projects on the adopted TIP, of which 1 project is under construction, 1 project is in engineering, 1 project is in planning and environmental and 1 project is complete. The remaining 2 projects are still in the preliminary design/planning phases.

Following are projects below provide examples of projects that WRCOG has participated in with RTA that are underway and/or completed. These projects represent $3.8 million in TUMF investment.

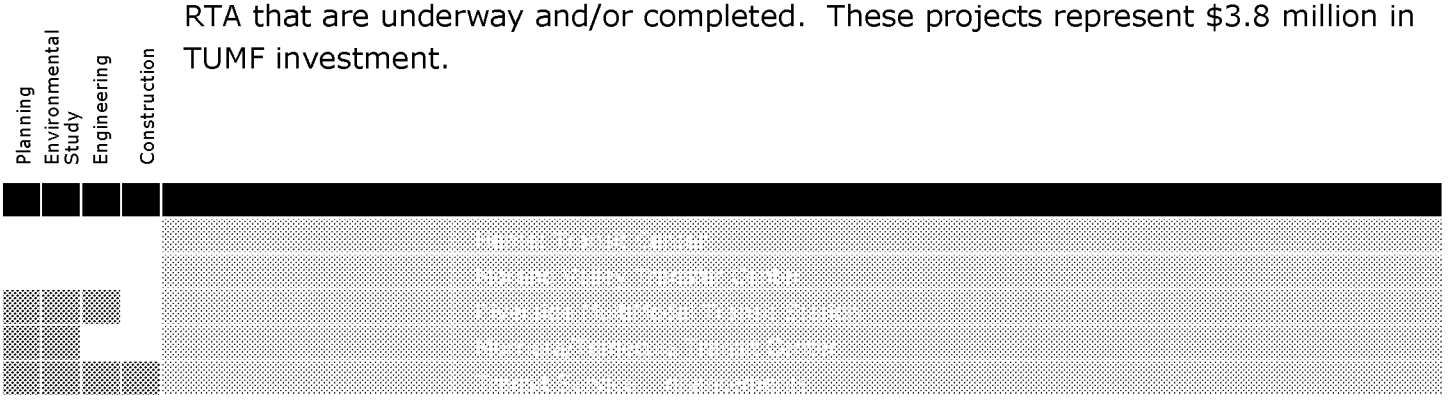

1 project currently on the TIP is completed and is listed under the Completed Projects list on Page 45.

Source: Information provided by the Riverside Transit Agency

I-10 Bypass Project (City of Banning) The project will construct two lanes of new roadway to support a future four-lane secondary highway between Banning and Cabazon. The scope also includes a new bridge crossing over the San Gorgonio River.

The project is in planning. The TUMF has programmed $1.7 million for this project.

Transit Service Enhancements This project will prepare plans and designs for enhancements of bus stops throughout the RTA service area in Western Riverside County. Enhancements include transit technology that will provide real-time customer information and amenities built into and around each stop for customer convenience, comfort and safety. State-of-the-art bus shelters, kiosks, and benches will be installed at selected stops within the service area.

The TUMF has programmed $3.7 million for this project.

Moreno Valley Transfer Center This project, located at Town Circle Centerpoint near Frederick Street, will expand and improve a key transfer and destination point for passengers traveling to Riverside and Perris from the Moreno Valley area.

Improvements include the addition of bus shelters, benches, RTA's Intelligent Transportation System program that relays real-time arrival information to kiosks to accommodate anticipated future growth. The TUMF has programmed $125,000 for this project.

SmartSTOP at the Corona Transit Center provides customers real-time arrival information

MV00178063

Riverside County Transportation Commission

RCTC receives 46.9 percent of the TUMF fees collected and uses these revenues for regional TUMF projects. During fiscal year 2010/2011, WRCOG transmitted over $6.5 million and over $240 million since the TUMF Program commenced. RCTC has 22 projects on the TIP, of which 1 project is under construction, 7 projects are in engineering, 9 projects are in planning and environmental stages, and 5 projects are completed. Below is a summary description of selected projects completed, under construction, or in planning phases.

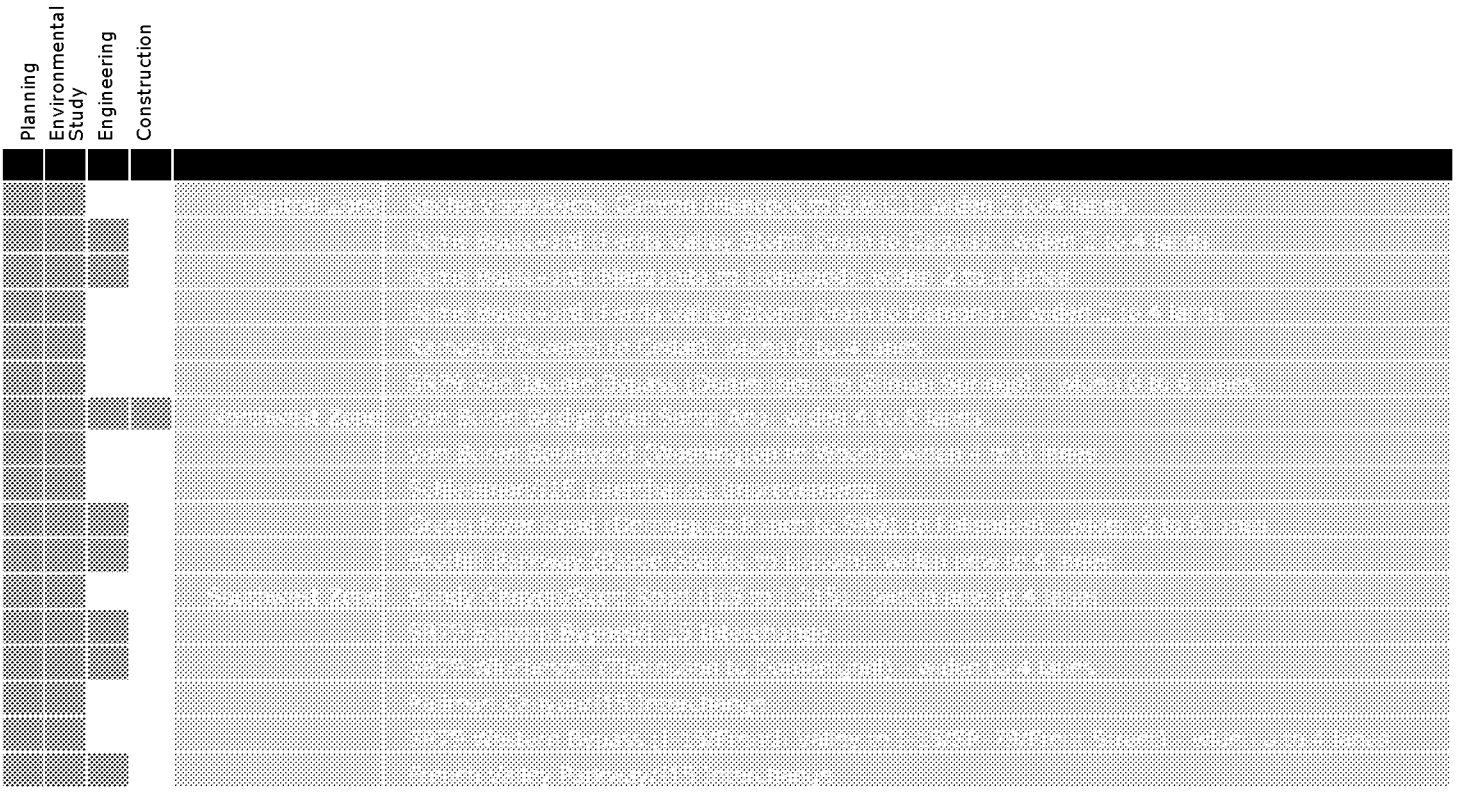

5 projects currently on the TIP are completed and are listed under the Completed Projects list on Page 45.

Van Buren / SR-91 Interchange Project, City of Riverside (Photo courtesy of City of Riverside)

Van Buren/SR-91 Interchange Completed (City of Riverside) The SR-91/Van Buren Boulevard Interchange Project widened the existing four-lane overcrossing bridge to six lanes with dual left-turn lanes.

The westbound ramps were also widened to three lanes. A new eastbound onramp was constructed on Indiana Avenue. Construction started in March 2010 and lasted 15 months ending in June 2011. The project cost was $35 million, of which TUMF provided $10 million.

SR-79 Winchester Widening (County of Riverside) This project will improve State Route 79 between Thompson Road and Domenigoni Parkway by widening the 7.4-mile stretch from two to four lanes.

Construction is estimated to take 12 months and will occur in two stages. The first stage will be from Scott Road to Domenigoni Parkway and the second stage will be from Abelia Street to Scott Road. The project is estimated to cost over $33 million, of which TUMF has programmed $6 million.

MV00178064

46 Projects Completed Since 2003

Central Zone	
Menifee/County of Riverside	Newport Road (Goetz to Murrieta)- widen 0 to 4 lanes
Moreno Valley	Ironwood/Moreno Beach Intersection
	Ironwood/Nason Intersection
	Pigeon Pass Road (Climbing Rose to Hidden Springs)- widen 2 to 4 lanes
	Lasselle Street (John F ennedy to Alessandro) widen an additional northbound lane
Perris	Oleander Avenue (Perris to Indian)- widen new to 2 lanes
	Placentia Avenue Gap Closure (Redlands to Wilson)- construct 2 new lanes
	Ramona xpressway (I215 to Perris) (Phase 1) - widen 4 to 6 lanes
	Ramona xpressway (I215 to Evans Road) - widen 2 to 4 lanes
March JPA/Moreno Valley	Heacock Avenue (Perris Valley Drain to San Michele)- widen 2 to 4 lanes
Hemet/San Jacinto Zone	
Hemet	Sanderson Avenue (Stetson to Domenigoni), Salt Creek Bridge- widen 2 to 4 lanes
	Sanderson Avenue (Acacia to BNSF railroad tracks)- widen 2 to 4 lanes
	Sanderson Avenue (Menlo to splanade) widen 2 to 4 lanes
	State Street (Chambers to Domenigoni)- widen 2 to 4 with center turn-lane
San Jacinto	Sanderson Avenue (splanade to Ramona) widen 2 to 4 lanes
San Jacinto/County of Riverside	Sanderson Avenue/Ramona xpressway Intersection Improvements
County of Riverside	Newport Road (Domenigoni Parkway) Leon to SR79 - widen 0 to 6 lanes
Northwest Zone	
County of Riverside	CantuGalleano/I-15 Interchange
	Washington Street Improvements, William Lyon Homes
	La Sierra Avenue (Cleveland to l Sobrante) widen 2 to 4 lanes
	Valley Way (Sierra to Mission)- widen 2 to 4 lanes
Corona	Lincoln/SR91 Interchange
	Ontario Avenue (Compton to Rimpau)- widen 5 to 6 lanes
	Railroad Street (Buena Vista to Grand)- widen 2 to 4 lanes
	Magnolia Avenue, I15 to Sherborn Street - widen 4 to 6 lanes
	Magnolia Corridor/Magnolia/I15 Interchange
Riverside	La Sierra Avenue (Cleveland to Indiana)- widen 2 to 4 lanes
	La Sierra/SR91 Interchange
	SR60/Market Street Ramps - widen ramps and install traffic signal
	Wood/Van Buren Intersection Improvements
	Overlook Parkway except bridge (Chateau Ridge to Sandtrack)- widen 2 to 4 lanes
	Alessandro Boulevard (Arlington to Trautwein)- widen 4 to 6 lanes
	Columbia Avenue Grade Separation Overpass- widen to 4 lanes
Pass Zone	
Calimesa	Desert Lawn Drive (Palmer to Cherry Valley)- widen 2 to 4 lanes
Southwest Zone	
Lake Elsinore	SR74 Ortega/SR-74 Grand Intersection
	SR74/I-15 Interchange
Murrieta	Los Alamos/I215 Interchange
	Clinton eith Road/I215 Interchange
	Meadowlark (Clinton eith to eller) widen 2 to 4 lanes
Riverside Transit Agency	
	Corona MultiModal Transit Terminal
	Perris Transit Center
Riverside County Transportation Commission	
	Ramona (SR79/Sanderson to West City Limits) - widen 2 to 4 lanes
	Foothill Parkway (l Cerrito)/I15 Interchange
	Van Buren Boulevard/SR91 Interchange
	Van Buren Boulevard (Andrew to Garfield)- widen 4 to 6 lanes
	Green River Road/SR91 Interchange - widen 2 to 6 lanes

The completed projects list includes projects that were completed during Fiscal Year 2010/2011 and are currently on the TIP.

MV00178065

3, 5, 10-Mile Value of TUMF Improvements from City Centers

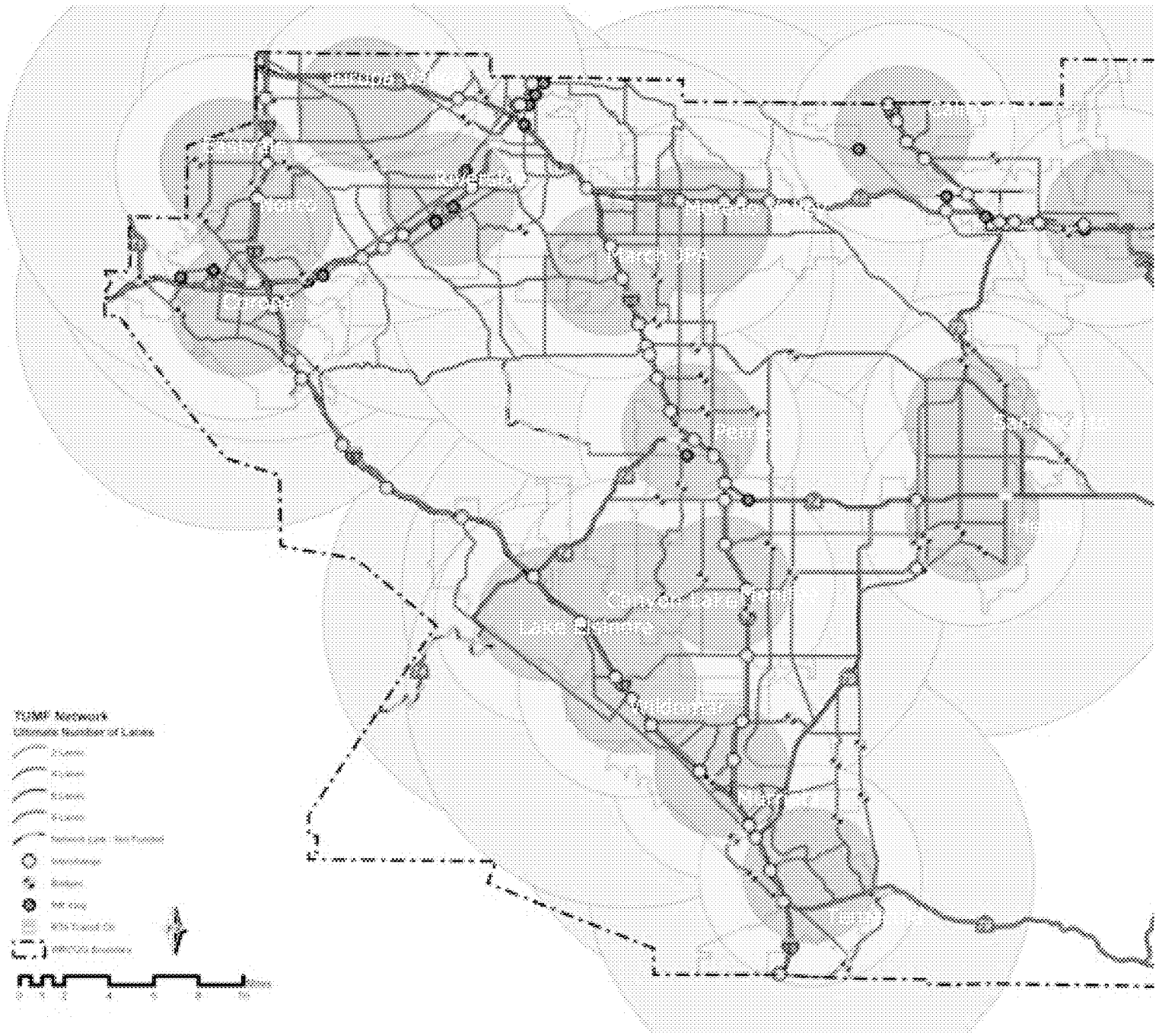

This map identifies the value of TUMF improvements within a 3, 5, and 10-mile radius from each participating City's center. The purpose of this map is to graphically depict the benefits of TUMF Program improvements that residents in cities and the unincorporated County benefit from, even when the improvements are not located specifically within that jurisdiction. This map demonstrates the regional aspect of the program and how the WRCOG TUMF participants are knitted together with TUMF improvements over the next 25 years. Maps for individual WRCOG jurisdictions can be found at our website at http://www.wrcog.cog.ca.us/content/tumf_jurisdictional_map.asp.

MV00178066

March JPA

Value of Improvements (3 miles)	$78,446,000
Value of Improvements (5 miles)	$267,153,000
Value of Improvements (10	$723,784,477
Total Value of Improvements	$1,069,383,477

City of Banning

Value of Improvements (3 miles)	$68,821,000
Value of Improvements (5 miles)	$44,861,000
Value of Improvements (10 miles)	$162,828,000
Total Value of Improvements	$276,510,000

City of Calimesa

Value of Improvements (3 miles)	$123,987,000
Value of Improvements (5 miles)	$9,066,000
Value of Improvements (10 miles)	$233,405,000
Total Value of Improvements	$366,458,000

City of Canyon Lake

Value of Improvements (3 miles)	$50,836,000
Value of Improvements (5 miles)	$160,844,000
Value of Improvements (10 miles)	$751,189,000
Total Value of Improvements	$962,869,000

City of Corona

Value of Improvements (3 miles)	$100,498,377
Value of Improvements (5 miles)	$130,275,000
Value of Improvements (10 miles)	$366,483,600
Total Value of Improvements	$597,256,977

City of Eastvale

Value of Improvements (3 miles)	$217,187,000
Value of Improvements (5 miles)	$63,071,377
Value of Improvements (10 miles)	$238,628,600
Total Value of Improvements	$518,886,977

City of Hemet

Value of Improvements (3 miles)	$95,470,765
Value of Improvements (5 miles)	$120,732,000
Value of Improvements (10 miles)	$213,166,000
Total Value of Improvements	$429,368,765

City of Lake Elsinore

Value of Improvements (3 miles)	$102,607,000
Value of Improvements (5 miles)	$32,614,000
Value of Improvements (10 miles)	$345,378,000
Total Value of Improvements	$480,599,000

City of Jurupa Valley

Value of Improvements (3 miles)	$44,118,067
Value of Improvements (5 miles)	$94,179,000
Value of Improvements (10 miles)	$509,772,159
Total Value of Improvements	$648,069,226

City of Menifee

Value of Improvements (3 miles)	$101,192,000
Value of Improvements (5 miles)	$206,284,000
Value of Improvements (10 miles)	$787,635,000
Total Value of Improvements	$1,095,111,000

City of Moreno Valley

Value of Improvements (3 miles)	$115,584,000
Value of Improvements (5 miles)	$271,761,000
Value of Improvements (10 miles)	$541,708,065
Total Value of Improvements	$875,053,065

City of Murrieta

Value of Improvements (3 miles)	$252,477,869
Value of Improvements (5 miles)	$130,801,000
Value of Improvements (10 miles)	$444,238,000
Total Value of Improvements	$827,516,869

City of Norco

Value of Improvements (3 miles)	$191,552,377
Value of Improvements (5 miles)	$122,962,000
Value of Improvements (10 miles)	$296,472,067
Total Value of Improvements	$610,986,444

City of Perris

Value of Improvements (3 miles)	$178,386,000
Value of Improvements (5 miles)	$249,545,000
Value of Improvements (10 miles)	$535,907,200
Total Value of Improvements	$963,838,200

City of Riverside

Value of Improvements (3 miles)	$104,806,525
Value of Improvements (5 miles)	$136,409,540
Value of Improvements (10 miles)	$632,501,444
Total Value of Improvements	$873,717,509

City of San Jacinto

Value of Improvements (3 miles)	$176,414,000
Value of Improvements (5 miles)	$42,473,659
Value of Improvements (10 miles)	$197,959,000
Total Value of Improvements	$416,846,659

City of Temecula

Value of Improvements (3 miles)	$95,937,000
Value of Improvements (5 miles)	$153,859,869
Value of Improvements (10 miles)	$320,535,000
Total Value of Improvements	$570,331,869

City of Wildomar

Value of Improvements (3 miles)	$116,577,000
Value of Improvements (5 miles)	$119,213,000
Value of Improvements (10 miles)	$588,424,869
Total Value of Improvements	$824,214,869

MV00178067

Westport Road facing West, View of Riverside, Corona, Skyview (Flooding)

MV00178068

MV00178069

Program Participants

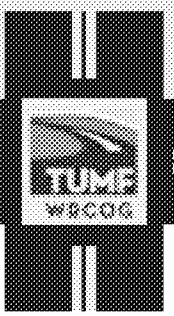

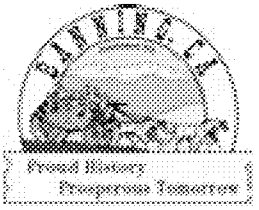

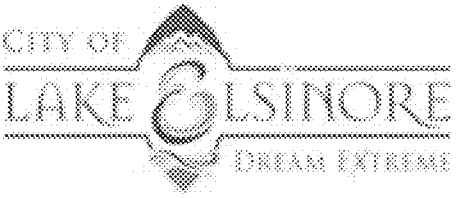

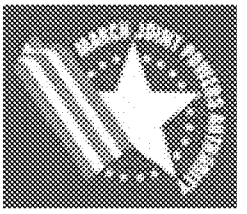

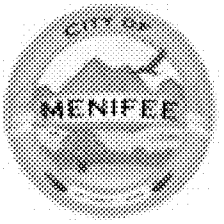

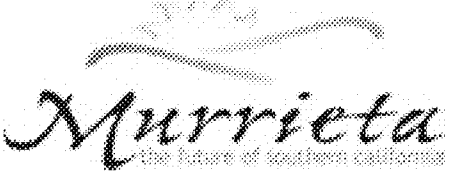

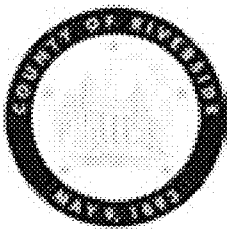

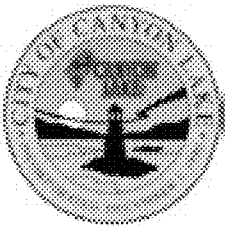

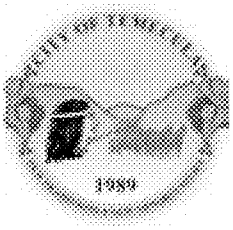

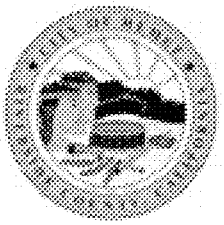

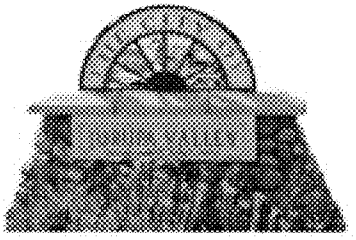

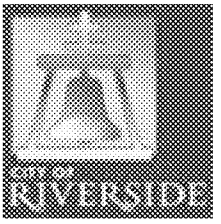

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"Respect Local Control... Provide Regional Perspective"

U.S. Department of Transportation
Federal Highway Administration

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Highway Traffic Noise

Construction Noise
Handbook
RCNM Version 1.1
Special Report
Measurement
Noise Barriers
Noise Compatible Planning
Noise Effect on Wildlife
Regulation and Guidance
Tire Pavement Noise
Traffic Noise Models
Training

Contruction Noise Handbook

9.0 Construction Equipment Noise Levels and Ranges

9.1 Equipment Type Inventory and Related Emission Levels

Noise levels generated by individual pieces of construction equipment and specific construction operations form the basis for the prediction of construction-related noise levels. A variety of information exists related to sound emissions related to such equipment and operations. This data transcends the period beginning in the 1970s thru 2006. This information exists for both stationary and mobile sources and for steady, intermittent, and impulse type generators of noise.

Stationary equipment consists of equipment that generates noise from one general area and includes items such as pumps, generators, compressors, etc. These types of equipment operate at a constant noise level under normal operation and are classified as non-impact equipment. Other types of stationary equipment such as pile drivers, jackhammers, pavement breakers, blasting operations, etc., produce variable and sporadic noise levels and often produce impact-type noises. Impact equipment is equipment that generates impulsive noise, where impulsive noise is defined as noise of short duration (generally less than one second), high intensity, abrupt onset, rapid decay, and often rapidly changing spectral composition. For impact equipment, the noise is produced by the impact of a mass on a surface, typically repeating over time.

Mobile equipment such as dozers, scrapers, graders, etc., may operate in a cyclic fashion in which a period of full power is followed by a period of reduced power. Other equipment such as compressors, although generally considered to be stationary when operating, can be readily relocated to another location for the next operation.

9.2 Sources of Information

Construction-related equipment and operation noise level data may be provided by numerous sources, including suppliers, manufacturers, agencies, organizations, etc. Some information is included in this document, and many web-based links are given for equipment manufacturers.

9.3 Specifics of Construction Equipment and Operation Noise Inventories

Details included in each specific inventory of construction equipment and operation noise emission levels are often variable in terms of how data is represented. Some inventories include ranges of noise levels while others present single numbers for each equipment type. Others provide levels for specific models of each type of construction equipment. Often, different noise descriptors are used, such as L_{Aeq}, L_{max}, L_{10}, sound power level, etc. As such, the array of data does not readily lend itself to being combined into a single table or easily compared. As such, this Handbook attempts to summarize a variety of such inventories and provide links to each, thereby providing the reader with a variety of sources from which to choose the appropriate levels for use in his or her respective analysis.

9.4 Summaries of Referenced Inventories

Included below are examples of several inventories of construction-related noise emission values. These and additional inventories are included on the companion CD-ROM.

Equipment and operation noise levels in this inventory are expressed in terms of L_{max} noise levels and are accompanied by a usage factor value. They have been recently updated and are based on extensive measurements taken in conjunction with the Central Artery/Tunnel (CA/T) Project. Table 9.1 summarizes the equipment noise emissions database used by the CA/T Project. While these values represent the "default" values for use in the RCNM, user-defined equipment and corresponding noise levels can be added.

Table 9.1 RCNM Default Noise Emission Reference Levels and Usage Factors.

Equipment Description	Impact Device?	Acoustical Usage Factor (%)	Spec. 721.560 L_{max} @ 50 feet (dBA, slow)	Actual Measured L_{max} @ 50 feet (dBA, slow) (Samples Averaged)	Number of Actual Data Samples (Count)
All Other Equipment > 5 HP	No	50	85	N/A	0
Auger Drill Rig	No	20	85	84	36
Backhoe	No	40	80	78	372
Bar Bender	No	20	80	N/A	0
Blasting	Yes	N/A	94	N/A	0

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MV00178073

Boring Jack Power Unit	No	50	80	83	1
Chain Saw	No	20	85	84	46
Clam Shovel (dropping)	Yes	20	93	87	4
Compactor (ground)	No	20	80	83	57
Compressor (air)	No	40	80	78	18
Concrete Batch Plant	No	15	83	N/A	0
Concrete Mixer Truck	No	40	85	79	40
Concrete Pump Truck	No	20	82	81	30
Concrete Saw	No	20	90	90	55
Crane	No	16	85	81	405
Dozer	No	40	85	82	55
Drill Rig Truck	No	20	84	79	22
Drum Mixer	No	50	80	80	1
Dump Truck	No	40	84	76	31
Excavator	No	40	85	81	170
Flat Bed Truck	No	40	84	74	4
Front End Loader	No	40	80	79	96
Generator	No	50	82	81	19
Generator (<25KVA, VMS Signs)	No	50	70	73	74
Gradall	No	40	85	83	70
Grader	No	40	85	N/A	0
Grapple (on backhoe)	No	40	85	87	1
Horizontal Boring Hydraulic Jack	No	25	80	82	6
Hydra Break Ram	Yes	10	90	N/A	0
Impact Pile Driver	Yes	20	95	101	11
Jackhammer	Yes	20	85	89	133
Man Lift	No	20	85	75	23
Mounted Impact Hammer (hoe ram)	Yes	20	90	90	212
Pavement Scarifier	No	20	85	90	2
Paver	No	50	85	77	9
Pickup Truck	No	40	55	75	1
Pneumatic Tools	No	50	85	85	90
Pumps	No	50	77	81	17
Refrigerator Unit	No	100	82	73	3
Rivit Buster/Chipping Gun	Yes	20	85	79	19

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Rock Drill	No	20	85	81	3
Roller	No	20	85	80	16
Sand Blasting (single nozzle)	No	20	85	96	9
Scraper	No	40	85	84	12
Sheers (on backhoe)	No	40	85	96	5
Slurry Plant	No	100	78	78	1
Slurry Trenching Machine	No	50	82	80	75
Soil Mix Drill Rig	No	50	80	N/A	0
Tractor	No	40	84	N/A	0
Vacuum Excavator (Vac-Truck)	No	40	85	85	149
Vacuum Street Sweeper	No	10	80	82	19
Ventilation Fan	No	100	85	79	13
Vibrating Hopper	No	50	85	87	1
Vibratory Concrete Mixer	No	20	80	80	1
Vibratory Pile Driver	No	20	95	101	44
Warning Horn	No	5	85	83	12
Welder/Torch	No	40	73	74	5

For each generic type of equipment listed in Table 9.1, the following information is provided:

- an indication as to whether or not the equipment is an impact device;
- the acoustical usage factor to assume for modeling purposes;
- the specification "Spec" limit for each piece of equipment expressed as an L_{max} level in dBA "slow" at a reference distance of 50 foot from the loudest side of the equipment;
- the measured "Actual" emission level at 50 feet for each piece of equipment based on hundreds of emission measurements performed on CA/T work sites; and
- the number of samples that were averaged together to compute the "Actual" emission level.

A comparison of the "Spec" emission limits against the "Actual" emission levels reveals that the Spec limits were set, in general, to realistically obtainable noise levels based on the equipment used by contractors on the CA/T Project. When measured in the field, some equipment such as pile drivers, sand blasting, demolition shears, and pumps tended to exceed their applicable emission limit. As such, these noisy devices needed to have some form of noise mitigation in place in order to comply with the Spec emission limits. Other equipment, such as clamshell shovels, concrete mixer trucks, truck-mounted drill rigs, man-lifts, chipping guns, ventilation fans, pavers, dump trucks, and flatbed trucks, easily complied. Therefore, the Spec emission limits for these devices could have been reduced somewhat further. It is recommended that the user review the RCNM User's Guide contained in Appendix A for detailed guidance regarding application of values contained in Table 9.1.

Appendix A of the 1977 Handbook provides tables of construction equipment noise levels and ranges. The majority of the data were provided by the American Road Builders Association. These data were taken during a 1973 survey in which member contractors were asked to secure readings of noise exposure to operators of various types of equipment. Additionally, the contractors were asked to take readings at 50 feet from the machinery. These 50-foot peak readings are provided in Tables 9.2 through 9.8. Though the data were produced under varying conditions and degrees of expertise, the values are relatively consistent.

Table 9.2 Construction Equipment Noise Levels Based on Limited Data Samples - Cranes.

Manufacturer	Type or Model	Peak Noise Level (dBA)	Remarks
Northwestern	80D	77	Within 15m 1958 mod
Northwestern	8	84	Within 15m 1940 mod
Northwestern	6	72	Within 15m 1965 mod
American	7260	82	Within 15m 1967 mod

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American	599	76	Within 15m 1969 mod
American	5299	70	Within 15m 1972 mod
American	4210	82	Within 15m 1968 mod
Buck Eye	45C	79	Within 15m 1972 mod
Buck Eye	308	74	Within 15m 1968 mod
Buck Eye	30B	73	Within 15m 1965 mod
Buck Eye	30B	70	Within 15m 1959 mod
Link Belt	LS98	76	Within 15m 1956 mod
Manitowoc	4000	94	Within 15m 1956 mod
Grove	RF59	82	Within 15m 1973 mod
Koehr	605	76	Within 15m 1967 mod
Koehr	435	86	Within 15m 1969 mod
Koehr	405	84	Within 15m 1969 mod

Table 9.3 Construction Equipment Noise Levels Based on Limited Data Samples - Backhoes.

Manufacturer	Type or Model	Peak Noise Level (dBA)	Remarks
Link Belt	4000	92	Within 15m 1971 mod
John Deere	609A	85	Within 15m 1971 mod
Case	680C	74	Within 15m 1973 mod
Drott	40 yr.	82	Within 15m 1971 mod
Koehr	1066	81 & 84	Within 15m 2 tested

Table 9.4 Construction Equipment Noise Levels Based on Limited Data Samples - Front Loaders.

Manufacturer	Type or Model	Peak Noise Level (dBA)	Remarks
Caterpillar	980	84	Within 15m 1972 mod
Caterpillar	977K	79	Within 15m 1969 mod
Caterpillar	977	87	Within 15m 1971 mod
Caterpillar	977	94	Within 15m 1967 mod
Caterpillar	966C	84	Within 15m 1973 mod
Caterpillar	966C	85	Within 15m 1972 mod
Caterpillar	966	81	Within 15m 1972 mod
Caterpillar	966	77	Within 15m 1972 mod
Caterpillar	966	85	Within 15m 1966 mod
Caterpillar	955L	90	Within 15m ;1973 mod
Caterpillar	955K	79	Within 15m 1969 mod
Caterpillar	955H	94	Within 15m 1963 mod
Caterpillar	950	78 & 80	Within 15m 1972 mod
Caterpillar	950	75	Within 15m 1968 mod
Caterpillar	950	88	Within 15m 1967 mod
Caterpillar	950	86	Within 15m 1965 mod
Caterpillar	944A	80	Within 15m 1965 mod
Caterpillar	850	82	Within 15m 1968 mod
Michigan	75B	90	Within 15m 1969 mod

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MV00178076

Michigan	475A	96	Within 15m 1967 mod
Michigan	275	85	Within 15m 1971 mod
Michigan	125	87	Within 15m 1967 mod
Hough	65	82	Within 15m 1971 mod
Hough	60	91	Within 15m 1961 mod
Hough	400B	94	Within 15m 1961 mod
Hough	H90	86	Within 15m 1961 mod
Trojan	3000	85	Within 15m 1956 mod
Trojan	RT	82	Within 15m 1965 mod
Payloader	H50	85	Within 15m 1963 mod

Table 9.5 Construction Equipment Noise Levels Based on Limited Data Samples - Dozers.

Manufacturer	Type or Model	Peak Noise Level (dBA)	Remarks
Caterpillar	D5	83	Within 15m 1967 mod
Caterpillar	D6	85	Within 15m 1967 mod
Caterpillar	D6	86	Within 15m 1964 mod
Caterpillar	D6	81	Within 15m 1967 mod
Caterpillar	D6B	83	Within 15m 1967 mod
Caterpillar	D6C	82	Within 15m 1962 mod
Caterpillar	D7	85	Within 15m 1956 mod
Caterpillar	D7	86	Within 15m 1969 mod
Caterpillar	D7	84	Within 15m 1969 mod
Caterpillar	D7	78	Within 15m 1970 mod
Caterpillar	D7	78	Within 15m 1972 mod
Caterpillar	D7E	86	Within 15m 1965 mod
Caterpillar	D7E	78	Within 15m 1970 mod
Caterpillar	D7E	84	Within 15m 1973 mod
Caterpillar	D7F	80	Within 15m 1972 mod
Caterpillar	D8	92	Within 15m 1954 mod
Caterpillar	D8	95	Within 15m 1968 mod
Caterpillar	D8	86	Within 15m 1972 mod
Caterpillar	D8H	88	Within 15m 1966 mod
Caterpillar	D8H	82	Within 15m 1972 mod
Caterpillar	D9	85	Within 15m 1972 mod
Caterpillar	D9	94	Within 15m 1972 mod
Caterpillar	D9	90	Within 15m 1963 mod
Caterpillar	D9	87	Within 15m 1965 mod
Caterpillar	D9	90	Within 15m 1965 mod
Caterpillar	D9	88	Within 15m 1968 mod
Caterpillar	D9	92	Within 15m 1972 mod
Caterpillar	D9G	85	Within 15m 1965 mod
Allis Chambers	HD41	93	Within 15m 1970 mod

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International	TD15	79	Within 15m 1970 mod
International	TD20	87	Within 15m 1970 mod
International	TD25	90	Within 15m 1972 mod
International	TD8	83	Within 15m 1970 mod
Case	1150	82	Within 15m 1972 mod
John Deer	350B	77	Within 15m 1971 mod
John Deer	450B	65	Within 15m 1972 mod
Terex	8230	70	Within 15m 1972 mod
Terex	8240	93	Within 15m 1969 mod
Michigan	280	85	Within 15m 1961 mod
Michigan	280	90	Within 15m 1962 mod
Caterpillar	824	90	Within 15m 1968 mod

Table 9.6 Construction Equipment Noise Levels Based on Limited Data Samples - Graders.

Manufacturer	Type or Model	Peak Noise Level (dBA)	Remarks
Caterpillar	16	91	Within 15m 1969 mod
Caterpillar	16	86	Within 15m 1968 mod
Caterpillar	140	83	Within 15m 1970 mod
Caterpillar	14E	84	Within 15m 1972 mod
Caterpillar	14E	85	Within 15m 1971 mod
Caterpillar	14C	85	Within 15m 1971 mod
Caterpillar	14B	84	Within 15m 1967 mod
Caterpillar	12F	82	Within 15m 1961-72 mod
Caterpillar	12F	72-92	Within 15m 1961-72 mod
Caterpillar	12E	81.3	Within 15m 1959-67 mod
Caterpillar	12E	80-83	Within 15m 1959-67 mod
Caterpillar	12	84.7	Within 15m 1960-67 mod
Caterpillar	12	82-88	Within 15m 1960-67 mod
Gallon	T500	84	Within 15m 1964 mod
Allis Chambers		87	Within 15m 1964 mod

Table 9.7 Construction Equipment Noise Levels Based on Limited Data Samples - Scrapers.

Manufacturer	Type or Model	Peak Noise Level (dBA)	Remarks
Caterpillar	660	92	Within 15m
Caterpillar	641B	85	Within 15m 1972 mod
Caterpillar	641B	86	Within 15m 1972 mod
Caterpillar	641	80 & 84	Within 15m 1972 mod
Caterpillar	641	83 & 89	Within 15m 1965 mod
Caterpillar	637	87	Within 15m 1971 mod
Caterpillar	633	87	Within 15m 1972 mod
Caterpillar	631C	89	Within 15m 1973 mod
Caterpillar	631C	83	Within 15m 1972 mod
Caterpillar	631B	94	Within 15m 1969 mod

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Caterpillar	631B	84-87	Within 15m 1968 mod
Caterpillar		85 avg.	Within 15m 1968 mod
Caterpillar	621	90	Within 15m 1970 mod
Caterpillar	621	86	Within 15m 1967 mod
Caterpillar	613	76	Within 15m 1972 mod
Terex	TS24	87	Within 15m 1972 mod
Terex	TS24	84-91	
Terex	TS24	82	Within 15m 1971 mod
Terex	TS24	81-83	Within 15m 1971 mod
Terex	TS24	94	Within 15m 1966 mod
Terex	TS24	92-98	Within 15m 1966 mod
Terex	TS24	94.7	Within 15m 1963 mod
Terex	TS24	94-95	Within 15m 1963 mod
Terex	TS14	82	Within 15m 1969 mod
Terex	S35E	84	Within 15m 1971 mod

Table 9.8 Noise Levels of Standard Compressors.

Manufacturer	Model	Silenced or Standard	Type Eng.	Type Comp.	Test Avg. Cond. (cfm.psi)	Avg. Cond. Noise Lev. (cfm.psi) (dBA) at 7m*
Atlas	ST-48	Standard	Diesel	Reciprocal	160,100	83.6
Atlas	ST-95	Standard	Diesel	Reciprocal	330,105	80.2
Atlas	VSS-170Dd	Silenced	Diesel	Reciprocal	170,850	70.2
Atlas	VT-85M	Standard	Gas	Reciprocal	85,100	81.4
Atlas	VS-85Dd	Silenced	Gas	Reciprocal	85,100	75.5
Atlas	VSS-125Dd	Silenced	Diesel	Reciprocal	125,100	70.1
Atlas	STS-35Dd	Silenced	Diesel	Reciprocal	125,100	73.5
Atlas	VSS-170Dd	Silenced	Diesel	Reciprocal	170,100	
Gardner-Denver	SPWDA/2	Silenced	Diesel	Rotary-Screw	1200,000	73.3
Gardner-Denver	SPQDA/2	Silenced	Diesel	Rotary-Screw	750,000	78.2
Gardner-Denver	SPHGC	Silenced	Gas	Rotary-Screw	185,000	77.1
Ingersoll-Rand	DXL 1200	Standard	Diesel	Rotary-Screw	1200,125	92.6
Ingersoll-Rand	DXL 1200 (doors open)	Standard	Diesel	Rotary-Screw	1200,125	
Ingersoll-Rand	DXL 900S	Silenced	Diesel	Rotary-Screw	900,125	76.0
Ingersoll-Rand	DXL 900S	Silenced	Diesel	Rotary-Screw	900,125	75.1
Ingersoll-Rand	DXLCU1050	Standard	Diesel	Rotary-Screw	1050,125	90.2
Ingersoll-Rand	DXL 900S	Silenced	Diesel	Rotary-Screw	900,125	75.3
Ingersoll-Rand	DXL 900S	Silenced	Diesel	Rotary-Screw	900,125	75.0
Ingersoll-Rand	DXL 900	Standard	Diesel	Rotary-Screw	900,125	89.9
Ingersoll-Rand	DXL 750	Standard	Diesel	Rotary-Screw	750,125	87.7
Jaeger	A	Standard	Gas	Rotary-Screw	175,100	88.2

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Jaeger	A(doors open)	Standard	Gas	Rotary-Screw	175,100	
Jaeger	E	Standard	Gas	Vane	85,100	81.5
Jaeger	E(doors open)	Standard	Gas	Vane	85,100	
Worthington	60 G/2Qt	Silenced	Gas	Vane	160,100	74.2
Worthington	750-QTEX	Silenced	Diesel	Rotary-Screw	750,100	74.7

*Data taken from EPA Report - EPA 550/9-76-004.

9.4.3 FTA Noise and Vibration Assessment Procedure

Chapter 12 of the FTA Transit Noise and Vibration Guidance Handbook discusses construction noise evaluation methodology and contains the noise emission levels for construction equipment displayed in Table 9.9.

Table 9.9 FTA Construction Equipment Noise Emission Levels.

Equipment	Typical Noise Level (dBA) 50 ft from Source*
Air Compressor	81
Backhoe	80
Ballast Equalizer	82
Ballast Tamper	83
Compactor	82
Concrete Mixer	85
Concrete Pump	82
Concrete Vibrator	76
Crane Derrick	88
Crane Mobile	83
Dozer	85
Generator	81
Grader	85
Impact Wrench	85
Jack Hammer	88
Loader	85
Paver	89
Pile Driver (Impact)	101
Pile Driver (Sonic)	96
Pneumatic Tool	85
Pump	76
Rail Saw	90
Rock Drill	98
Roller	74
Saw	76
Scarifier	83
Scraper	89
Shovel	82
Spike Driver	77
Tie Cutter	84

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Tie Handler	80
Tie Inserter	85
Truck	88

*Table based on EPA Report, measured data from railroad construction equipment taken during Northeast Corridor improvement project and other measured data.

9.5 Links to Equipment Manufacturers

Table 9.10 contains web-based links to manufacturers of construction equipment. While few of these links contain noise-related data associated with the equipment, they provide descriptions and/or specifications related to the equipment, as well as sources for possibly obtaining additional information related to the equipment. Information in this table is by no means all-inclusive and does not represent any type of endorsement of the manufacturers, suppliers, or equipment. Users are hereby advised that the referenced websites may have certain restrictions, copyrights, etc., associated with any use of data contained therein.

Table 9.10 Equipment Manufacturers and Websites.

Equipment	Manufacturer	Website Address
Arrow Boards		
	North Star	http://northstar-traffic.com/index.cfm?SC=14&PT=1
	Trafcom	http://www.trafcon.com
	Allmand	http://www.allmand.com/MB%20AB%20page.htm
Articulated Trucks		
	Case	http://www.casece.com/products/products.asp?RL=NAE&id=196
	Hitachi	http://www.hitachi-c-m.com/global/products/articulate/index.html
	Terex	http://www.terex.com/main.php
	Caterpillar	http://www.cat.com/cda/layout?m=37840&x=7
	Volvo	http://www.volvo.com/constructionequipment/na/en-us/products/articulatedhaulers/
Asphalt Saws		
	Allied	http://www.alliedcp.com/products/rotocut.asp
Augers - See Drills / Augers		
Backhoes - See Loaders/Backhoes		
Boring Equipment - See Pile Drivers/Boring Equipment		
Compaction Equipment		
	Allied	http://www.alliedcp.com/products/compactor.asp
Compressors		
	Sullair	http://www.sullair.com/corp/details/0,10294,CLI1_DIV61_ETI5714,00.html
	Compair	http://www.compair.com/Products/Portable_Compressors.aspx
Concrete and Asphalt Batch/Mixing Plants and Equipment		
	Con-E-Co	http://www.con-e-co.com/products.cfm
	Terex	http://www.terex.com/main.php
	Gunter & Zimmerman	http://www.guntert.com/concrete_mobilebatching.asp
	Rex Con	http://www.rexcon.com
Concrete Breakers/ Hydraulic Hammers/Hydraulic Breakers		
	Drillman	http://www.drillmanindia.com/concrete-breaker.html
	Hydro Khan	http:/www.sangi.co.kr/english/e_product1_2.php
	Stanley	http://www.stanley-hydraulic-tools.com/Hand%20Held/NoAmbreakers.htm

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	Lynx	http://www.stanley-hydraulic-tools.com/Lynx/breakers.htm
Concrete Chain Saws		
	Lynx	http://www.stanley-hydraulic-tools.com/Lynx/concrete-saws.htm
Concrete Core Drilling Machines		
	Multiquip	http://www.multiquip.com/multiquip/318_ENU_HTML.htm
Concrete Cutters		
	Vermeer	http://www.vermeermfg.com/vcom/TrenchingEquipment/Line.jsp?PrdlnID=3618
Concrete/Material Pumps		
	Multiquip	http://www.multiquip.com/multiquip/309_ENU_HTML.htm
	Reed	http://www.reedpumps.com/
Concrete Mixer Trucks		
	Oshkosh	http://www.oshkoshtruck.com/concrete/products~overview~home.cfm
	London	http://www.lmi.ca/mixers.cfm
	Terex/Advance	http://www.advancemixer.com
Concrete Saws		
	Multiquip	http://www.multiquip.com/multiquip/315_ENU_HTML.htm
	Diamond Core Cut	http://www.diamondproducts.com/dp_home.htm
Concrete Screeds		
	Multiquip	http://www.multiquip.com/multiquip/317_ENU_HTML.htm
Concrete Vibrators		
	Multiquip	http://www.multiquip.com/multiquip/313_ENU_HTML.htm
	Sullair	http://www.sullair.com/corp/details/0,10294,CLI1_DIV61_ETI5722,00.html
Cranes		
	Malcolm Drilling	www.malcolmdrilling.com
	Link-Belt	http://www.linkbelt.com/lit/products/frameproducthome.htm
	Casagrande	http://www.casagrandegroup.com
	Liebherr	http://www.liebherr.com/em/en/35381.asp
	Terex	http://www.terex.com/main.php
Crawler Tractors - See Dozers/Crawler Tractors		
Crushing and Screening Equipment		
	Cedarapids	http://www.cedarapids.com/crushscr.htm
	Hitachi	http://www.hitachi-c-m.com/
	Komatsu	http://www.komatsu.com/ce/products/mobile_crushers.html
	Terex	http://www.terex.com/main.php
Crushers/Pulverizers		
	Hydro Khan	http://www.sangi.co.kr/english/e_product3.php
Cutoff Saws		
	Multiquip	http://www.multiquip.com/multiquip/309_ENU_HTML.htm
	Lynx	http://www.stanley-hydraulic-tools.com/Lynx/cutoff%20saw.htm
Dozers/CrawlerTractors		

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	John Deere	http://www.deere.com/en_US/cfd/construction/deere_const/crawlers/deere_dozer_selection.html
	Caterpillar	http://www.cat.com/cda/layout?m=37840&x=7
	Case	http://www.casece.com/products/products.asp?RL=NAE&id=2
	Komatsu	http://www.komatsu.com/ce/products/crawler_dozers.html
Dewatering Pumps		
	Multiquip	http://www.multiquip.com/multiquip/371_ENU_HTML.htm
Drills / Augers		
	Malcolm Drilling	www.malcolmdrilling.com
	Casagrande	www.casagrandegroup.com
	Soilmec	http://www.soilmec.com/_vti_g1_techno.aspx?rpstry=4_
	Terex	http://www.terex.com/main.php
Excavators		
	Hitachi	http://www.hitachi-c-m.com/global/products/excavator/index.html
	Caterpiller	http://www.cat.com/cda/layout?m=37840&x=7
	Volvo	http://www.volvo.com/constructionequipment/na/en-us/products/compactexcavators/
		http://www.volvo.com/constructionequipment/na/en-us/products/wheeledexcavators/
		http://www.volvo.com/constructionequipment/na/en-us/products/crawlerexcavators/
	John Deere	http://www.deere.com/en_US/cfd/construction/deere_const/excavators/deere_excavator_selection.html
	Liebherr	http://www.liebherr.com/em/en/18891.asp
	Soilmec	http://www.soilmec.com/_vti_g1_t02.aspx?rpstry=29_
	Gehl	http://www.gehl.com
	Case	http://www.casece.com/products/products.asp?RL=NAE&id=216
	Komatsu	http://www.komatsu.com/ce/products/crawler_excavators.html
		http://www.komatsu.com/ce/products/wheel_excavators.html
	Terex	http://www.terex.com/main.php
	Link-Belt	http://www.lbxco.com/lx_series.asp
	Gradall	http://www.gradall.com/
	Badger Daylighting	http://www.badgerinc.com/
Fork Lifts - See Lifts / Variable Reach Fork Lifts/ Material Handlers		
Generators		
	Terex	http://www.terex.com/main.php
	Multiquip	http://www.multiquip.com/multiquip/212_ENU_HTML.htm
	Sullair	http://www.sullair.com/corp/details/0,10294,CLI1_DIV61_ETI5714,00.html
	Baldor	http://www.baldor.com/products/generators/ts.asp
Graders		
	Case	http://www.casece.com/products/products.asp?RL=NAE&id=190
	Volvo	http://www.volvo.com/constructionequipment/na/en-us/products/MotorGraders/
	Komatsu	http://www.komatsu.com/ce/products/motor_graders.html
	Terex	http

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Hand Compaction Equipment		
	Terex	http://www.terex.com/main.php
	Multiquip	http://www.multiquip.com/multiquip/56_ENU_HTML.htm
Hydraulic Hammers/Hydraulic Breakers - See Concrete Breakers/ Hydraulic Hammers/Hydraulic Breakers		
Jackhammers - See Rock Drilling Equipment/Jackhammers		
Lifts / Variable Reach Fork Lifts/ Material Handlers		
	Genie Lift	www.genielift.com
	Sky Track	www.kirby-smith.com/
	Ingersol-Rand	www.ingersollrand.com
	Terex	http://www.terex.com/main.php
	Roadtec	http://www.roadtec.com/www/docs/102/mtv-material-transfer-vehicle/
Light Towers		
	Baldor	http://www.baldor.com/products/generators/mlt.asp
	Multiquip	http://www.multiquip.com/multiquip/293_ENU_HTML.htm
	Allmand	http://www.allmand.com/Night%20Lite%20Pro%20page.htm
Loaders/Backhoes		
	Case	http://www.casece.com/products/products.asp?RL=NAE&id=54
	Caterpillar	http://www.cat.com/cda/layout?m=37840&x=7
	Volvo	http://www.volvo.com/constructionequipment/na/en-us/products/backhoeloaders/
	John Deere	http://www.deere.com/en_US/cfd/construction/deere_const/backhoes/deere_backhoe_selection.html
	Komatsu	http://www.komatsu.com/ce/products/backhoe_loaders.html
Material Handlers - See Lifts / Variable Reach Fork Lifts/ Material Handlers		
Milling Machines		
	Wirtgen	http://www.wirtgenamerica.com/us/
Mining Trucks - See Rigid Dump Trucks/Mining Trucks		
Pans - See Scrapers/Pans		
Pavers/Paving Equipment		
	Caterpillar/ Barber Greene	http://www.cat.com/cda/layout?m=37840&x=7
	Rosco	http://www.leeboy.com/rosco/
	Bomag	http://www.bomag.com/americas/index.aspx?&Lang=478
	Gehl	http://www.gehl.com/const/prodpg_ap.html
	Leeboy	http://www.leeboy.com/leeboy/
	Terex	http://www.terex.com/main.php
	Ingersoll-Rand	http://www.road-development.irco.com/Default.aspx?MenuItemID=12
	Vogele	http://www.vogeleamerica.com/noflash.html
	GOMACO	http://www.gomaco.com/index.html
	Roadtec	http://www.roadtec.com
Pile Drivers/Boring Equipment		
	Soilmec	http://www.soilmec.com/_vti_g1_t09.aspx?rpstry=29_
	Leffer	http://www.leffer.com/bme.html

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	Bauer	http://www.bauer.de/en/maschinenbau/produkte/drehbohrgeraete/bg_reihe/usbg15h.htm
Pipelayers/Trenchers		
	Liebherr	http://www.liebherr.com/em/en/18908.asp
	Caterpillar	http://www.cat.com/cda/layout?m=37840&x=7
	Case	http://www.casece.com/products/products.asp?RL=NAE&id=28&archived=1
	Vermeer	http://www.vermeermfg.com/vcom/TrenchingEquipment/trenching-equipment.htm
	Ditchwitch	http://www.ditchwitch.com/dwcom/Product/ProductView/115
	Eagle	http://www.guntert.com/trenchers_home.asp
Profilers - See Roadway Planers/Profilers		
Rammers		
	Multiquip	http://www.multiquip.com/multiquip/56_ENU_HTML.htm
Rebar Benders/Cutters		
	Multiquip	http://www.multiquip.com/multiquip/1316_ENU_HTML.htm
Recyclers - See Stabilizers/Recyclers		
Rigid Dump Trucks/Mining Trucks		
	Hitachi	http://www.hitachi-c-m.com/global/products/rigid/index.html
	Caterpillar	http://www.cat.com/cda/layout?m=37840&x=7
	Liebherr	http://www.liebherr.com/em/en/18898.asp
	Komatsu	http://www.komatsu.com/ce/products/dump_trucks.html
	Terex	http://www.terex.com/main.php
Roadway Planers/Profilers		
	Terex	http://www.terex.com/main.php
	Roadtec	http://www.roadtec.com/products/cold_planers/default.htm
Rock Drilling Equipment/Jackhammers		
	Drillman	http://www.drillmanindia.com/rock-drilling-machine.html
	Whaker	http://www.wackergroup.com/webapp/wcs/stores/servlet/
	Sullair	http://www.sullair.com/corp/details/0,10294,CLI1_DIV61_ETI5721,00.html
	Allied	http://www.alliedcp.com/products/hammers.asp
Rollers - See Tampers/Rollers		
Scrapers/Pans		
	Terex	http://www.terex.com/main.php
Screening Equipment - See Crushing and Screening Equipment		
Slabbuster		
	Allied	http://www.alliedcp.com/products/slabbuster.asp
Slip Form Pavers		
	Huron	http://www.huronmanufacturing.com/
	Guntert & Zimmerman	http://www.guntert.com/concreteSlipformPavers.asp
Stabilizers/Recyclers		
	Bomag	http://www.bomag.com/americas/index.aspx?&Lang=478

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	Komatsu	http://www.komatsu.com/ce/products/mobile_crushers.html
	Terex	http://www.terex.com/main.php
	Wirtgen	http://www.wirtgenamerica.com/us/
	Roadtec	http://www.roadtec.com
Sweepers		
	Elgin	http://www.elginsweeper.com
	Johnston	http://www.johnstonsweepers.com/
Tampers/ Rollers		
	Bomag	http://www.bomag.com/americas/index.aspx?&Lang=478
	Komatsu	http://www.komatsu.com/ce/products/vibratory_rollers.html
	Whaker	http://www.wackergroup.com/webapp/wcs/stores/servlet/
	Lynx	http://www.stanley-hydraulic-tools.com/Lynx/tamper.htm
	Multiquip	http://www.multiquip.com/multiquip/181_ENU_HTML.htm
	Ingersoll-Rand	http://www.road-development.irco.com/Default.aspx?MenuItemID=15
Trenchers - See Pipelayers/Trenchers		
Trucks - See Articulated Trucks, Concrete Mixer Trucks, Rigid Dump Trucks/Mining Trucks		
Vacuum Units		
	Advanced Recycling Systems	www.arsrecycling.com/
	Vacmasters	http://www.vacmasters.com/airsystm.htm
	Vector	http://www.vector-vacuums.com/
Variable Message Signs		
	Allmand	http://www.allmand.com/MB%20only%20page.htm
	North Star	http://northstar-traffic.com/index.cfm?SC=13&PT=1
	Trafcom	http://www.trafcon.com
	Daktronics	http://www.daktronics.com/vms_prod/dak_vms_products.cfm
Vibratory Rammers		
	Whaker	http://www.wackergroup.com/webapp/wcs/stores/servlet/
Welders/Welding Equipment		
	Airgas	www.airgas.com
	Multiquip	http://www.multiquip.com/multiquip/408_ENU_HTML.htm
	Miller	http://www.millerwelds.com/products/
	Lincoln	http://www.mylincolnelectric.com/Catalog /equipmentseries.asp?browse=101|400|
Wheel Loaders		
	Hitachi	http://www.hitachi-c-m.com/global/products/loader/index.html
	Case	http://www.casece.com/products/products.asp?RL=NAE&id=30
	Caterpillar	http://www.cat.com/cda/layout?m=37840&x=7
	Volvo	http://www.volvo.com/constructionequipment/na/en-us/products /wheelloaders/
	Terex	http://www.terex.com/main.php
	Komatsu	http://www.komatsu.com/ce/products/wheel_loaders.html
	TCM	http://www.tcmglobal.net/products/main02.html

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Traffic Noise Model
Training

Contruction Noise Handbook

4.0 Construction Noise Criteria and Descriptors

4.1 Criteria

Construction noise levels may be evaluated in terms of human response and considered in the assessment of effects on wildlife and other non-human species. Noise levels and criteria are expressed in English, metric, or both conventions, depending upon the geographic area or the policies of the controlling agency. Typically, the English convention is used mostly in the United States, with the metric convention used in Canada and other countries.

While the issue of construction noise must be addressed as part of the planning of any transportation project, there are no standardized criteria on the federal level for assessing construction noise impacts related to transportation projects. Where project-specific construction noise criteria have been developed by individual agencies or municipalities, they typically consider the following factors which form the fundamentals for defining construction noise impact:

- Difference between existing noise levels prior to construction startup and expected noise levels during construction: This takes into account specific construction operations and/or individual pieces of equipment.
- Absolute level of expected construction noise: This may constitute the combined levels of all equipment and operations at a given time or be specifically related to the absolute noise level of a specific operation and/or piece of equipment.
- Adjacent land uses: Consideration of this factor provides an indicator of the degree of sensitivity that may be expected and will likely have a major effect on the operational time restraints and the noise level increases tolerated. For example, residential areas may typically have a restriction on night operations and possibly a noise level restriction during the day. Industrial areas may have no restrictions at all, and offices may or may not have a restriction on the noise levels during the day, with possibly no restriction for night operations. Examples of absolute and relative construction noise level criteria are provided in Table 7.1.
- Duration of construction/operation: The duration of high noise levels may play a significant role in how a noise impact is perceived and/or mitigated. If the levels are of a brief nature, possibly only occurring once or twice during the project, the perceived impact could be quite different than that associated with a constant noise source. Similarly, any related noise mitigation techniques employed could be substantially different in terms of type and/or duration of application.

4.1.1.1 United States

While noise impact and abatement criteria have been established for the operation of transportation facilities in the United States, standardized criteria have not yet been established related to noise associated with the construction of such facilities. However, since the publication of the original 1977 Report[ref001], additional guidance has been disseminated (through agencies such as FHWA and FTA) and analysis tools developed to better address construction noise. For example, the FTA Transit Noise and Vibration Impact Assessment document[ref014] presents guidelines that "can be considered reasonable criteria for assessment" of construction noise impacts. In addition, a number of agencies, municipalities, and other entities have developed procedures for addressing construction noise impacts and implementing related noise mitigation for their areas of jurisdiction or on a project-specific basis.

In some instances, local entities may have developed noise ordinances that contain restrictions associated with construction noise levels. Noise practitioners and others involved in the project development process are encouraged to become familiar with such ordinances and their relationship to other State and/or municipal ordinances. In certain instances, the State jurisdiction may supersede any local noise ordinances.

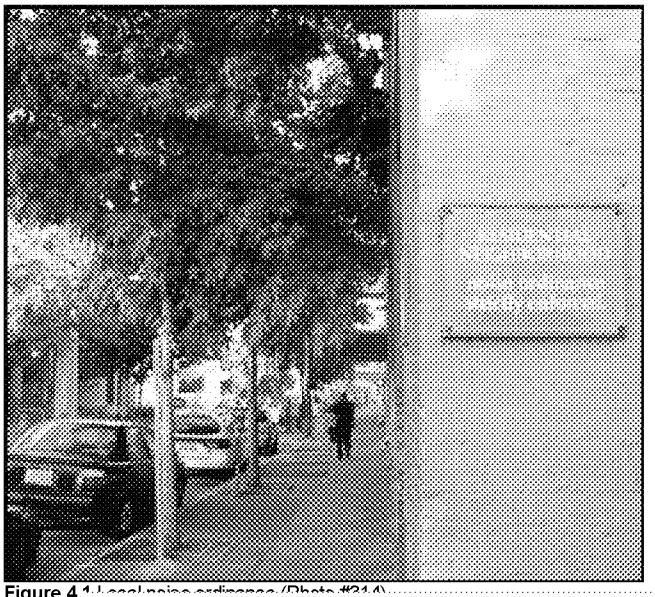

Figure 4.1 Local noise ordinance (Photo #314)

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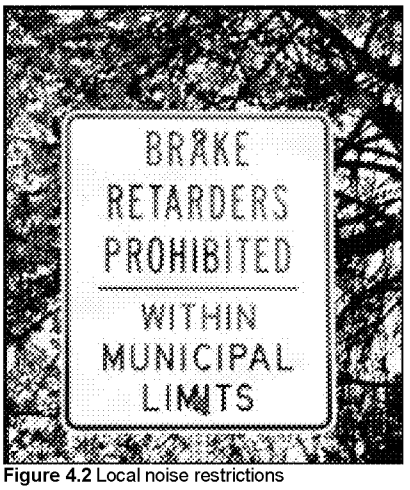

Figure 4.2 Local noise restrictions (Photo #1206)

Noise restrictions may also be imposed by local and/or State authorities to deal with specific activities or operations. An example is the growing practice of restricting the use of engine compression brakes on heavy trucks in residential areas.

Noise restrictions may also be applied within the workplace associated with employee/worker exposure to noise levels over varying durations. These criteria have been established by OSHA. However, such criteria are typically not relevant or applicable to the transportation-related project construction noise levels experienced by people residing or working in areas adjacent to such projects. As such, they are not discussed within this Handbook.

Construction noise criteria within the United States vary considerably in terms of both scope and specificity and can be broadly categorized as follows, in order of complexity:

No criteria specified;

Qualitative criteria, e.g. "Noise levels shall not cause a disturbance";

- Relative criteria, e.g. "Noise levels shall not exceed existing (or ambient, or background) noise levels by more than x dB";
- Absolute criteria, e.g. "Maximum noise levels shall not exceed xx dB";
- Criteria containing a combination absolute and relative noise level limits; and
- Combinations of the above criteria elements with additional restrictions placed on time periods and types of land uses or activities.

An example of more complex criteria is that associated with the Central Artery/Tunnel Project in Boston, MA. Data related to these criteria are discussed in Reference 023 and illustrated in Table 7.1 of this Handbook. This project established criteria that include both L_{10} and L_{max} absolute noise level limits for defined noise sensitive locations (residences, institutions, hotels, etc.) for daytime, evening, and nighttime periods. In addition, the criteria established maximum noise level increases relative to established baseline noise levels. Relative and absolute noise level limits were also established for commercial and industrial areas.

From the standpoint of construction noise criteria, the intent of this Handbook is not to address all State and local noise ordinances and/or criteria, but rather, to address the approaches and techniques that may be contained in such criteria. As such, the discussions contained within this Handbook are meant to provide a summary of considerations related to all aspects of construction noise. The reader is encouraged to refer to specific references in Table 10.1 for more detailed information on noise criteria and other factors related to construction noise.

4.1.1.2 Canada

Similar to the United States, no standardized Canadian criteria exist related to transportation project construction noise. Where project-specific analysis techniques have been employed to address and/or mitigate construction-related noise and its impacts, such methods have been similar to those employed in the United States. Examples of such efforts may be found in References 010 and 019.

4.1.1.3 Other International

While an exhaustive survey of international criteria was not conducted, several criteria are discussed here for informational use only. More specifics may be found by accessing the relative links found in the Reference Database in Chapter 10.

- The Official Journal of the European Communities' Directive 2000/14/EC of the European Parliament and of the Council of 8 May 2000[ref017] establishes legislation dictating specific noise levels for individual pieces of construction equipment. It also contains specifics related to the measurement locations and equipment operating conditions relative to the testing of individual pieces of equipment.
- The Australian EPA's Environmental Noise Control Manual[ref015] establishes the following criteria which officers may specify related to construction noise:
  - For a construction period of four (4) weeks or less, the maximum L_{10} noise level measured over a period of not less than 15 minutes when the construction site is operating must not exceed the background noise level by more than 20 dBA;
  - For a construction period greater than four (4) weeks, the maximum L_{10} noise level measured over a period of not less than 15 minutes when the construction site is operating must not exceed the background noise level by more than 10 dBA;
  - Construction limited to 0700 to 1800 time period on Monday through Friday;
  - Construction limited on Saturdays to 0700 to 1300 time period if inaudible on residential premises; otherwise, 0800 to 1300;
  - No construction work may take place on Sundays or public holidays; and
  - All possible steps should be taken to silence construction site equipment. It is particularly important that silenced equipment should be used on road or rail works where 24-hour operation is necessary.

4.2 Descriptors

While it is not the intent of this Handbook to establish criteria for evaluating construction noise impacts, it is important to stress that reasonable and defensible noise descriptors must be used to describe construction noise levels. The following are important elements related to selecting a workable noise descriptor for use in measuring and analyzing construction noise:

- Suitable for practical measuring methods;
- Accounts for temporal variations in equipm
- Accounts for temporal variations in overall s

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- Suitable for prediction modeling;
- Suitable for combining noise levels from various source types; and
- Relative to subjective responses.

The descriptor most commonly chosen for use is the A-weighted equivalent sound level (energy basis), L_{Aeq}. In many cases, the time average period applied to the L_{Aeq} value is one hour (designated L_{Aeq1h}). For certain projects and operations, the time period over which the L_{Aeq} is applied may need to be examined on a case-by-case basis. For several major construction projects in the United States and Canada, the L_{10} (applied generally during daytime periods) and L_{max} (applied for specific equipment and/or nighttime operations) descriptors have been used over varying time periods.

The L_{dn} descriptor has been used to assess annoyance and community reaction to construction noise. L_{dn} is an L_{Aeq}-based descriptor that applies a 10 dBA penalty to nighttime noise levels.

The L_{Aeq}-based and L_{10}-based descriptors satisfy the first four elements listed above. The L_{Aeq} satisfies the fifth element and may also satisfy the sixth element (relative to subjective responses). However, the L_{Aeq}, L_{10}, and L_{max} descriptors may not be suited for determining responses by some aquatic wildlife (where using an un-weighted sound pressure level may be more suitable) or for owls (where use of a different weighting category such as dBO or a descriptor such as SEL may be more suitable to account for effects such as air blasts associated with blasting). More detailed information related to these specific conditions might be found in documents listed in Section 3.2.6 of this document.

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Figure 3.1 Construction in residential area (Photo #924)

Figure 3.2 Construction in business district (Photo #714)

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Figure 3.3 Construction in vicinity of sporting event venue (Photo #718)

Figure 3.4 Construction in paradise (Photo #1033)

While construction noise can be unwelcome during nighttime periods in residential areas when people are trying to sleep, it can be equally unwelcome during the daytime in commercial areas if it interferes with peoples' ability to conduct business. In short, construction noise has the potential to disturb people 24 hours a day, 7 days a week. If not properly addressed, specific public concerns related to a project could result in actions affecting the progress and/or cost of a project.

There is nothing particularly unique about construction noise - it's a fluctuation in air pressure oscillating above and below atmospheric pressure that is produced by construction equipment or activities with sufficient magnitude (loudness) and within a certain frequency range (audible spectrum) such that human beings can hear it - just like any other noise. Being a physical parameter, it can be measured, quantified, modeled, predicted, and in certain instances, abated to some degree.

Noise from construction-related activities can also affect non-human species such as aquatic life and land and airborne animals in a variety of ways. The non-human category includes domestic, farm-based, and creatures living in the wild. In assessing the effects of noise on non-humans, it is essential that noise analysts closely coordinate with qualified biologists in the assessment and mitigation of noise impacts.

Issues related to vibration may also be raised during project development. This is particularly true when blasting operations occur. There are no FHWA requirements directed specifically to traffic-induced or construction-related vibration. Most studies that State DOTs have done to assess the impact of operational traffic-induced vibrations have shown that both measured and predicted vibration levels are less than any known criteria for structural damage to buildings, although levels may be such as to cause various degrees of annoyance. Analysis of construction-related vibration effects is beyond the scope of this Handbook.

The intent of this Handbook is not to provide det
information regarding specific effects of constru

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3.2 Types of Effects

Physical effects related to humans are probably most applicable to the operators of construction equipment as opposed to people residing adjacent to construction projects. An exception to this would be unique situations such as scuba diving or swimming activities occurring in the vicinity of a water-based pile driving or blasting operation. The potential for hearing loss or physical damage to the human hearing mechanism is protected by Occupational Safety and Health Administration (OSHA) criteria, and as such, is not discussed herein. While resulting in the potential to annoy or disturb humans, construction noise is typically not a danger to people's hearing.

Knowledge related to the physical effects of construction noise on non-human species such as land-based animals, birds, and owls is limited. It is recognized that aquatic mammals and fish can be physically damaged by water-born sound and vibration waves caused by construction activities such as underwater blasting and pile driving. In lieu of detailed discussions within this Handbook of the variety of specialized studies related to the physical effects of construction noise on such species, references to such studies are provided in a list at the end of this chapter.

Loud noises from construction activities can create situations where people cannot effectively communicate, as documented in Tables 3.1 and 3.2. While such situations may be merely an annoyance or inconvenience in certain situations, they could be construed as a safety issue if such noises prevent people from hearing important local noises such as approaching traffic, emergency warning devices, alerts from other people, etc.

Noise from construction activities can affect humans, land-based animals, aquatic wildlife, and airborne wildlife in a variety of ways. Humans are most affected in terms of sleep deprivation and the carrying on of normal daily activities such as watching television, listening to the radio, recreational activities, and activities requiring concentration, such as reading. Special activities such as those associated with churches, schools, and libraries can also be negatively affected by construction noise. Water-based activities such as scuba diving, swimming, and boating can also be affected.

While non-humans are most likely annoyed by construction noise, there is little known about the related effects. However, the annoyance of noise on humans has been studied for some time and is documented in a 1974 EPA report commonly referred to as the "Levels Document"[ref033]. It is complementary to the 1979 EPA document, "Protective Noise Levels"[ref052].

A variety of studies have attempted to quantify the effects of noise on humans. An example is provided in the following table contained in the "Levels Document" referred to above. Note that all noise levels referred to in the "Levels Document" are A-weighted.

Table 3.1 Summary of Human Effects in Terms of Speech Communication, Community Reactions, Annoyance, and Attitude toward Area Associated with an Outdoor Day/Night Sound Level of 55 dB re 20 Micropascals.

Type of Effect	Magnitude of Effect
Speech - Indoors	100% sentence intelligibility (average) with a 5 dB margin of safety
Speech - Outdoors	100% sentence intelligibility (average) at 0.35 meters
	99% sentence intelligibility (average) at 1.0 meters
	95% sentence intelligibility (average) at 3.5 meters
Average Community Reaction	None evident; 7 dB below level of significant "complaints and threats of legal action" and at least 16 dB below "vigorous action" (attitudes and other non-level related factors may affect this result)
Complaints	1% dependent on attitude and other non-level related factors
Annoyance	1% dependent on attitude and other non-level related factors
Attitude Toward Area	Noise essentially the least important of various factors

Table 3.2. Steady A-weighted Sound Levels that Allow Communication with 95 Percent Sentence Intelligibility over Various Distances Outdoors for Different Voice Levels.

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Communication Distance (meters)	0.5	1	2	3	4	5
Normal Voice (dB)	72	66	60	56	54	52
Raised Voice (dB)	78	72	66	62	60	58

The effects of construction-related noise on non-humans are less understood and probably most related to mating, nesting, migration, and feeding activities. While data on such effects is limited as compared with information on humans, some research is available[ref031 and ref032].

For a more detailed discussion of the general effects of noise on wildlife and other non-human species, the reader is directed to references dealing with the following:

- Effects on wildlife and other animals: ref031 and ref032;
- Effects on marine mammals: ref102;
- Effects on fish: ref030, ref036, ref046, ref054, ref060, and ref061; and
- Effects on owls: research underway as of the publication date of this Handbook by Washington State DOT (WSDOT); when available, any published reports will be available through the WSDOT webpage (see Table 10.1).

In determining noise impacts and possible mitigation measures for construction projects involving non-human species, noise analysts should closely coordinate with qualified biologists.

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APPENDIX B

OVERVIEW OF LEGAL RESTRAINTS ON AGRICULTURAL LAND MITIGATION PROGRAMS

OVERVIEW OF LEGAL RESTRAINTS ON AGRICULTURAL LAND MITIGATION PROGRAMS*

Prepared for Department of Conservation
Division of Land Resource Protection
Brown Bag Discussion on CEQA and Mitigation as a Tool for Preserving Farmland and Our Agricultural Economy

February 16, 2011

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* Disclaimer: These materials are for informational purposes only and do not substitute for legal advice regarding the particular facts of a given matter.

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I. INTRODUCTION

This paper explores the possible legal impediments to in-kind and fee-based agricultural mitigation programs that may be adopted by local agencies. A review of applicable legal restraints on such programs indicates that they are generally permissible when properly drafted. In light of the high rate of conversion of agricultural lands in California, local agencies that have not yet adopted such programs should consider doing so. In the interim, review of projects under the California Environmental Quality Act ("CEQA"),[1] can also lead to the adoption of legally defensible mitigation requirements, though mitigation may not always be required.

II. LEGISLATIVE POLICIES REGARDING PROTECTION OF AGRICULTURAL LAND

The California Legislature has directly addressed conservation of agricultural land in legislative policy statements. In CEQA, the Williamson Act,[2] and the California Farmland Conservancy Program Act,[3] the Legislature emphasizes the importance of agricultural land to the State. Moreover, the Williamson Act and the California Farmland Conservancy Program are specifically dedicated to preserving farmland throughout California.[4] The statutes indicate that the State of California values agricultural land, and the protection of farmland is a statewide priority.

A. CEQA

In 1993, the California State Legislature added a requirement to CEQA that the Resources Agency create an appendix to the CEQA Guidelines ("CEQA Guidelines").[5] The Legislature required that this appendix propose methods to analyze significant effects on the environment from conversion of agricultural land.[6] The findings for this statutory requirement state that:

(a) Agriculture is the State's leading industry and is important to the State's economy.

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[1]/ Pub. Resources Code, § 21000 et seq.
[2]/ Gov. Code, § 51200 et seq.
[3]/ Pub. Resources Code, § 10200 et seq.
[4]/ Pub. Resources Code, § 21000 et seq., Gov. Code, § 51200 et seq., Pub. Resources Code, § 10200 et seq.
[5]/ Pub. Resources Code, § 21095.
[6]/ *Ibid.*

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(b) The continued productivity of agricultural lands in California is important in maintaining a healthy agricultural economy.

(c) The conversion of agricultural lands to nonagricultural use threatens the long-term health of the State's agricultural industry.[7]

In response to this mandate, the Resources Agency added Appendix G to the CEQA Guidelines.[8] Appendix G suggests that when analyzing impacts on agricultural resources, an agency might assess the type of farmland that a project would convert (i.e. "prime" farmland or farmland of statewide importance).[9] It also recommends that an agency consider whether a proposed project would involve other changes in the environment that could result in the conversion of farmland to non-agricultural use.[10]

B. Williamson Act

In its findings for the Williamson Act, the California Legislature stated:

> That the preservation of a maximum amount of the limited supply of agricultural land is necessary to the conservation of the state's economic resources, and is necessary not only to the maintenance of the agricultural economy of the state, but also for the assurance of adequate, healthful and nutritious food for future residents of this state and nation.[11]

The Legislature further asserted:

> That in a rapidly urbanizing society, agricultural lands have a definite public value as open space, and the preservation in agricultural production of such lands, the use of which may be limited under the provisions of this chapter, constitutes an important physical, social, esthetic and economic asset to existing or pending urban or metropolitan developments.[12]

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[7]/ Section 1 of Stats. 1993, c. 812 (SB 850).
[8]/ 14 CCR, § 15000 et seq.
[9]/ *Id.* at Appendix G.
[10]/ *Ibid.*
[11]/ Gov. Code, § 51220, subd. (a).
[12]/ Gov. Code, § 51220, subd. (d).

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C. California Farmland Conservancy Program Act

In the California Farmland Conservancy Program Act, the California Legislature again emphasized the importance of agricultural land to the State:

> The agricultural lands of the state contribute substantially to the state, national, and world food supply and are a vital part of the state's economy. Agricultural lands near urban areas that are maintained in productive agricultural use are a significant part of California's agricultural heritage. These lands contribute to the economic betterment of local areas and the entire state and are an important source of food, fiber, and other agricultural products. Conserving these lands is necessary due to increasing development pressures and the effects of urbanization on farmlands close to cities. The long-term conservation of agricultural land is necessary to safeguard an adequate supply of agricultural land and to balance the increasing development pressures around urban areas.[13]

III. STATUS OF AGRICULTURAL MITIGATION REQUIREMENTS IN THE CENTRAL VALLEY

A handful of local jurisdictions presently require some form of mitigation for the loss of agricultural land. For example, the City of Davis has instituted a 2:1 mitigation requirement for changes to farmland.[14] Developers may satisfy this requirement either through the dedication of a farmland conservation easement or payment of in-lieu fees.[15]

Yolo County, San Joaquin County, the City of Stockton, and City of Brentwood have also established similar programs.[16] These ordinances generally allow developers to satisfy farmland mitigation requirements by granting a farmland conservation easement, or by paying in-lieu fees sufficient to purchase an easement and pay for administrative costs.[17] These ordinances require 1:1 mitigation for the loss of agricultural land.[18] The

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[13]/ Pub. Resources Code, § 10201, subds. (a)-(d).
[14]/ City of Davis Mun. Code, § 40A.03.030: www.cityofdavis.org/cmo/citycode/ (as of July 19, 2007).
[15]/ *Id.* at subd. (b)(1).
[16]/ Yolo County Code, § 8-2.2416: http://www.yolocounty.org/CountyCode/Title08.pdf (as of July 19, 2007); City of Stockton Administrative Guidelines, § I.A.6; Ordinance Code of San Joaquin County, § 9-1080 et seq.; Brentwood Mun. Code, §§ 17.730.010 et seq.: http://www.ci.brentwood.ca.us/boards/aarg/enterprise/ord683.cfm (as of February 11, 2011).
[17]/ The applicable mitigation fees were calculated according to nexus studies.
[18]/ *Ibid.*

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Brentwood ordinance also allows for transfer of agricultural credits from certain areas to satisfy the mitigation requirement.[19]

The Cities of Lathrop, Manteca, and Tracy have also adopted agricultural mitigation fee programs in their Municipal Codes.[20] These programs, rather than specify the amount of the fee to be charged, authorize each respective City Council to "calculate the amount of the fee in an implementing resolution."[21] Moreover, the regulations require the Cities to enact such fees by resolution, and to identify specific findings to satisfy the requirements of the Mitigation Fee Act.[22]

Furthermore, some settlement agreements entered into during the CEQA and project approval process have resulted in imposition of mitigation for agricultural land conversion. For example, two CEQA-related settlement agreements in the City of Lodi included farmland mitigation requirements for major development projects despite the lack of a local mitigation ordinance.[23] In these agreements, the developer agreed to obtain permanent agricultural easements, at a minimum 1:1 ratio.[24] One of the agreements specified that the compensatory easement(s) must be located within 15 miles of the project site, while the other agreement required only that the mitigation property be located within San Joaquin County.

In another example, developers entered into a settlement agreement with the Sierra Club after a CEQA lawsuit was filed.[25] In this agreement, the developers agreed to contribute funds to assist in creating a land trust organization.[26] Moreover, the developer agreed to provide 1:1 mitigation of all lands removed from agricultural use through development fees.[27]

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[19]/ Brentwood Mun. Code, §§ 17.730.040, 17.730.070.

[20]/ City of Lathrop Mun. Code, Chapter 3.40; City of Manteca Mun. Code, Chapter 13.42, City of Tracy Mun. Code, Chapter 13.26.

[21]/ City of Lathrop Mun. Code, § 3.40.060; City of Manteca Mun. Code, § 13.42.060; City of Tracy Mun. Code, § 13.28.060; see also City of Brentwood Mun. Code, § 17.730.040, subd. (2) (providing option of payment of in-lieu fee).

[22]/ *Id.* Gov. Code, § 66000 et seq.

[23]/ These agreements pertained to (1) the Reynolds Ranch project, a mixed use project proposed by the San Joaquin Valley Land Company and, (2) two large residential subdivisions proposed by FCB Homes ("Westside" and "Southwest Gateway").

[24]/ Westside Agreement at p. 2; Southwest Gateway Agreement at p. 2; Reynolds Ranch Agreement at p. 2.

[25]/ Agreement to Settle Litigation Regarding River Islands at Lathrop (2003).

[26]/ *Ibid.*

[27]/ *Ibid.*

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Finally, there have been legal challenges related to agricultural mitigation programs. On May 25, 2007, the Building Industry Association of the Delta ("BIA") filed a lawsuit against the City of Stockton in the Superior Court of California for the County of San Joaquin.[28] The lawsuit challenged the City of Stockton's agricultural land mitigation program and in-lieu fees, which were adopted in 2007. BIA's complaint included a number of the potential arguments challenging in-lieu fees and agricultural land mitigation. BIA alleged that the City of Stockton's in-lieu fee was facially invalid because, among other claims, it: (1) was excessive and violates the California Mitigation Fee Act; (2) constituted an invalid requirement for payment of a fee or dedication of easement prior to the final map under Government Code sections 66007 and 66410 et seq.; (3) constituted an invalid exaction both under constitutional nexus and rough proportionality tests, and due to its failure to comply with CEQA; (4) was an authorized special tax in violation of Propositions 13 and 218; and (5) violated equal protection and due process rights under the United States and California Constitutions.

A decision was issued in February 2009, upholding the City's agricultural mitigation program. The court's ruling noted that the City had adopted detailed findings in support of the in-lieu fee program, which were consistent with the studies and analyses in the record of decision for the program. The court also found that the City had the authority to adopt the fee program under its plenary police power. Moreover, the program was entitled to a presumption of constitutionality. With respect to the Mitigation Fee Act claims, the court found: (1) that the in-lieu easement requirement was not a fee within the meaning of the Act; (2) the in-lieu fee is selected at certain developers' option, and is not imposed; (3) no "public facilities" would be funded; (4) the challenge to the fee was not ripe prior to having been applied to a particular project; and (5) even if the act applied it would survive challenge under the applcable deferential standard. With respect to the Proposition 13 and 218 claims, the court found that the in-lieu fees were not taxes because they are voluntarily chosen by developers. Moreover, the fees do not exceed the cost of mitigating the impacts caused by the project. The court also found that the restrictions in Civil Code section 815.3, subdivision (b) were inapplicable and that the 1:1 mitigation ratio was amply supported in the record.

The events described above indicate that mitigation for agricultural land is becoming more prevalent in the Central Valley. Where lead agencies do not directly require agricultural mitigation through their development codes or through the CEQA process, mitigation for farmland conversion may occur as a result of settlement negotiations between community groups, developers and local agencies. These

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[28]/ *BIA v. City of Stockton* (Super. Court San Joaquin County, 2007, No. CV032651).

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developments show both that preserving agricultural land is important to California communities and that agricultural mitigation is feasible for developers.

IV. POTENTIAL LEGAL ISSUES RELATED TO AGRICULTURAL MITIGATION REQUREMENTS

In many instances, courts have upheld in-lieu fees and other exactions.[29] However, for an exaction to be valid: (1) the public agency must have the legal authority to impose the exaction; (2) the agency must properly exercise its authority when imposing the exaction; and (3) a reasonable relationship must exist between the imposed exaction and the public needs created by the development.[30] In addition, there may be other limitations that the agency must overcome.[31]

A. Authority to Impose Exactions – The Police Power

Cities and counties may impose exactions under the general police power granted in Article XI, Section 7 of the California Constitution.[32] The police power is the right of a local government to protect the public health, safety, and welfare of its residents.[33] Land use regulations, including exactions, are within an agency's police power as long as they are reasonably related to the public welfare.[34] This authority is "as broad as the

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[29]/ 2 Longtin, Longtin's California Land Use (2nd ed. 1987), § 8.02[2], p. 722 (hereafter 2 Longtin).

[30]/ See 2 Longtin at § 8.04, p. 780.

[31]/ Potential limitations include statutory restrictions, such as Propositions 13, 62, and 218, and the Mitigation Fee Act. Recently filed lawsuits, including *A.G. Spanos Construction, Inc. v. City of Stockton* and *BIA v. City of Stockton*, have alleged that agricultural mitigation fees did not comply with the Subdivision Map Act. Although these claims may be valid in specific situations, they likely will not arise often in relation to agricultural mitigation programs. Thus, though agencies must ensure that the requirements of the Subdivision Map Act are met, this issue is not addressed further in this memorandum.

[32]/ See, e.g., *Candid Enters., Inc. v. Grossmont Union High School Dist.* (1985) 39 Cal.3d 878, 885 (*Candid Enters.*); *Griffin Development Co. v. City of Oxnard* (1985) 39 Cal.3d 256; *Trent Meredith, Inc. v. City of Oxnard* (1981) 114 Cal.App.3d 317, 325; *Scroging v. Kovatch* (1976) 64 Cal.App.3d 54, 57; *Associated Homebuilders, Inc. v. City of Livermore* (1976) 18 Cal.3d 582. The California Constitution confers on local governments the power to "make and enforce within [their] limits all local police, sanitary and other ordinances and regulations not in conflict with general laws."

[33]/ See *Berman v. Parker* (1954) 348 U.S. 26, 32-33.

[34]/ See *Associated Home Builders, Inc. v. City of Livermore* (1976) 18 Cal.3d 582, 600-601.

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police power exercisable by the Legislature itself."[35] Thus, cities and counties have broad authority to impose exactions on development.

Though public agencies have general authority to impose exactions, many potential limitations exist that may limit the imposition of agricultural mitigation fees. Such exactions must: (1) meet nexus and rough proportionality tests and comply with equal protection and due process requirements under the United States Constitution; (2) be exempt from or comply with the requirements of Propositions 13, 62, and 218; (3) meet the requirements under the Mitigation Fee Act; and (4) be consistent with local General and Specific Plans. These requirements are described in detail below.

B. United States Constitution

1. Nexus and Rough Proportionality

Known as the "Takings Clause," the Fifth Amendment of the United States Constitution prohibits the taking of private land for public use without just compensation.[36] According to the Court in *Armstrong v. United States* (1960) 364 U.S. 40, as quoted in *Dolan v. City of Tigard* (1994) 512 U.S. 374, 384 (Dolan), the principal purpose of the Takings Clause is "to bar Government from forcing some people alone to bear public burdens which, in all fairness and justice, should be borne by the public as a whole." Exactions may be considered unconstitutional takings if they do not meet the "reasonable relationship nexus" test, as set out in *Dolan* and *Nollan v. California Coastal Commission* (1987) 483 U.S. 825 (Nollan). In order for an exaction to be valid: (1) the legislation must serve a legitimate governmental purpose, and (2) the means used to achieve the objective must substantially advance the intended purpose.[37]

a) *Nollan v. California Coastal Commission*

The *Nollan* case described the "nexus" requirement for exactions. In *Nollan*, the California Coastal Commission ("Commission") granted a permit to the Nollan family to construct a home on their coastal property, on the condition that they grant an access easement for the public to use their beach.[38] The Supreme Court found the requirement unconstitutional because of the insufficient nexus between the public burden created by

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[35]/ *Candid Enters.*, *supra*, 39 Cal.3d at p. 885.
[36]/ "[N]or shall private property be taken for public use, without just compensation." U.S. Const., 5th Amend.
[37]/ See 2 Longtin, Longtin's California Land Use (2007 Update), § 8.22, p. 652 (hereafter 2 Longtin Update).
[38]/ *Nollan*, *supra*, 483 U.S. at p. 828.

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the proposed construction and the permit condition required by the Commission.[39] According to the Court, "unless the permit condition serves the same governmental purpose as the development ban, the building restriction is not a valid regulation of land use but an out-and-out plan of extortion."[40] Thus, in order for an exaction to be valid, the type of condition imposed must address the same type of impact caused by the new development.[41]

b) *Dolan v. City of Tigard*

In *Dolan*, the Supreme Court further clarified the *Nollan* nexus test for an unconstitutional taking. The City of Tigard approved a building permit for Dolan to redevelop a retail site, on the condition that she donates a portion of her property for flood control and traffic improvements.[42] The Court found that there was a legitimate public purpose in flood control and traffic improvements.[43] Unlike in *Nollan*, the Court also found a nexus between the public purpose and the permit requirement that Dolan donate a portion of her property.[44] However, the Court established an additional step to Takings Clause analysis, and analyzed whether the "required dedication [was] related both in nature and extent to the impact of the proposed development."[45] Known as the "rough proportionality" test, the public agency imposing the requirement must make an individualized determination that this element is met.[46] In *Dolan*, the Court found that the City did not make such a determination, and therefore remanded the matter to the City for further proceedings.[47]

c) *Ehrlich v. City of Culver City*

The Supreme Court of California addressed the validity of development or impact fee conditions in *Ehrlich v. City of Culver City* (1996) 12 Cal.4th 854 (*Ehrlich*). In *Ehrlich*, the court decided whether the requirement to pay a monetary fee as a condition of a permit triggers the application of the nexus and rough proportionality tests in *Nollan* and *Dolan*. The court held that:

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[39]/ *Id.* at p. 841.
[40]/ *Id.* at p. 837.
[41]/ See 2 Longtin Update, § 8.22[2], p. 654.
[42]/ *Dolan* at p. 377.
[43]/ *Id.* at p. 387.
[44]/ *Ibid.*
[45]/ *Id.* at p. 391.
[46]/ *Ibid.*
[47]/ *Id.* at p. 396.

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> If a condition is imposed pursuant to an ordinance or rule of general applicability . . . the condition is constitutionally permissible unless the landowner meets his or her burden of proving that the condition either does not substantially advance a legitimate governmental purpose or deprives the landowner of any economically viable use of the land.[48]

Thus, if a condition is adjudicatively imposed on an individual basis, the government must meet the heightened requirements of *Nollan* and *Dolan*.[49] To the extent an agricultural mitigation program proposal is imposed legislatively, however, it would not need to meet the nexus and rough proportionality tests of *Nollan* and *Dolan*.[50]

2. Equal Protection and Due Process

The Fourteenth Amendment of the United States Constitution ("Fourteenth Amendment") requires that a local government regulation may not deprive a person of equal protection of the laws.[51] In the context of land use, equal protection does not necessarily require uniform treatment. Instead, an agency must be able to demonstrate that a regulation has a rational relationship to a legitimate government interest.[52] The agency need only demonstrate some plausible reason for the classification in the regulation.[53] It is relatively simple for agencies to meet this test, and courts have generally rejected equal protection claims in the land use context.[54]

The Fourteenth Amendment also requires that a local government regulation or action may not deprive a person of life, liberty or property without due process of law.[55] Under Fourteenth Amendment case law, an agency's exercise of power must: (1) bear a rational relationship to a legitimate government interest, and (2) not be unreasonable or

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[48]/ *Ehrlich*, *supra*, 12 Cal. 4th at p. 906.
[49]/ *Id.* For example, conditions in individual land use agreements created between local agencies and developers generally constitute "ad hoc" requirements, and therefore must meet the tests of *Nollan* and *Dolan*.
[50]/ Adjudicative determinations are those that are decided on an individual basis. Legislative determinations, on the other hand, apply to large classes of people
[51]/ See also Cal. Const., art. I, § 7.
[52]/ See 1 Longtin, Longtin's California Land Use (2007 Update), § 1.32[2], p. 35 (hereafter "1 Longtin Update"); see also, *Nordlinger v. Hahn* (1992) 505 U.S. 1.
[53]/ See *Id.*
[54]/ See 1 Longtin Update, § 1.32[2], p. 36.
[55]/ See also Cal. Const., art. I, § 7.

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arbitrary.[56] Like with equal protection, courts almost always rule in favor of public agencies in due process challenges.[57]

3. Effect of the United States Constitution on Mitigation Programs

Though the nexus and rough proportionality tests from *Nollan* and *Dolan* may apply to fee exactions, farmland mitigation fees that are imposed through legislation rather than adjudication likely will not be subject to scrutiny under these standards. "It is clear that . . . so long as cities base development conditions on general legislative determinations, the conditions will almost always be within the police power."[58] However, it is important to note that regardless of whether a fee is imposed legislatively or adjudicatively, such exactions must meet nexus requirements under the Mitigation Fee Act. (See section IV.D.1, *post.*)

Similarly, equal protection and due process claims under the Constitution likely do not provide barriers to mitigation programs. The agency must be able to demonstrate that a regulation bears a rational relationship to a legitimate governmental interest, and that the regulation is not arbitrary. In the land use context, these requirements are straightforward, and courts generally defer to the discretion of public agencies.

C. California Constitution

1. Proposition 13, Proposition 62, and Proposition 218

Proposition 13 ("Prop 13"), passed in 1978, added Article XIII A to the California Constitution.[59] Article XIII A requires a two-thirds vote of the electorate for implementation of any local special tax. In 1986, voters approved Proposition 62 ("Prop 62"), which "close[d] loopholes" in Prop 13. This measure established that all taxes must be classified as either "special taxes" or "general taxes."[60]

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[56]/ See 1 Longtin Update, § 1.31[1], p. 27. Note that the "rational relationship" test is easy to satisfy; where a rational relationship is at least fairly debatable, the court must uphold the action. *Nelson v. City of Selma* (9th Cir. 1989) 881 F.2d 836, 839.
[57]/ See 1 Longtin Update, § 1.31[2], p. 27.
[58]/ See Curtin & Talbert, Curtin's California Land Use and Planning Law (21st ed. 2001) Exactions, pp. 252-255 (hereafter "Curtin").
[59]/ See *Howard Jarvis Taxpayers Ass'n v. City of Riverside* (1999) 73 Cal.App.4th 679 (overview of Prop 13).
[60]/ See Longtin Update at § 8.25[2], p. 663.

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Development fees exacted in return for building permits or other governmental privileges are generally not "special taxes" under Article XIII A. A fee is not a special tax when it does not exceed the reasonable cost of providing the service for which the fee is charged, and it is not reasonably related to the type of activity on which it is based. Thus, so long as a fee meets these requirements, it is not subject to the requirements of Prop 13.[61] Moreover, Prop 62 did not impose any additional limitations on local government's authority to implement "special assessments," "fees," or "charges." Thus, Prop 62 does not typically affect development fees.

Proposition 218 ("Prop 218"), approved by voters in 1996, added Articles XIII C and D to the California Constitution. Prop 218 requires voter approval of all new increases in local general taxes, assessments, and certain fees and charges.[62] Under Prop 218, "fees" or "charges" are defined as "any levy other than an ad valorem tax, a special assessment, or an assessment, imposed by an agency on a parcel or a person as an incident of property ownership, including user fees or charges for a property related service."[63] "Property related service" is defined as "a public service having a direct relationship to property ownership." However, "incident of property ownership" is not defined.

Prop 218 states that it does not affect laws existing prior to July 1, 1997, related to the imposition of fees or charges as a condition of property development. Furthermore, development fees that do not fall under the definition of "fees" or "charges" under Prop 218 generally need not meet the requirements of the Proposition.[64]

2. Effect of California Constitution on Agricultural Mitigation Requirements

Mitigation requirements likely do not need to meet the requirements of Props 13 and 62. So long as an agency's fee requirement does not exceed the reasonable cost of

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[61]/ See, e.g., *Sinclair Paint Co. v. State Board of Equalization* (1997) 64 Cal.Rptr.2d 447; *Shapell Industries, Inc. v. Governing Board* (1992) 1 Cal.App.4th 218, 240; *California Bldg. Industry Assn. v. Governing Bd.* (1988) 206 Cal.App.3d 212, 235-237; *Beaumont Investors v. Beaumont-Cherry Valley Water Dist.* (1985) 165 Cal.App.3d 227, 235-238; *Trent Meredith, Inc. v. City of Oxnard* (1981) 114 Cal.App.3d 317, 325-328; *Mills v. County of Trinity* (1980) 108 Cal.App.3d 656, 661-663; *Ehrlich v. City of Culver City* (1996) 12 Cal.4th 854, 898.

[62]/ See Longtin Update at § 8.25[3], p. 664.

[63]/ Cal. Const., art. XIIID, § 2(e).

[64]/ For example, in a 1997 opinion, the Attorney General ruled that water charges were not subject to Prop 218 because they were based on water usage, and not imposed as an "incident of property ownership." (80 Ops.Cal.Atty.Gen. 183 (1997).)

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providing the service or facility for which the fee is imposed, and it is reasonably related to the type of activity on which it is based, the fee will not be subject to these requirements.[65]

Although Prop 218 clearly does not apply to fee impositions existing prior to July 1, 1997, the law may apply to new development fee exactions that are related to property ownership. Under Prop 218, such regulations must be approved by a majority vote of the local electorate.[66] Agricultural mitigation fees are typically based on development, and are not an incident of property ownership. Thus, such exactions would not be subject to the requirements of Prop 218.[67]

D. State Laws

1. Mitigation Fee Act

The Mitigation Fee Act, passed by California voters in 1987, establishes requirements for the imposition of fees on a project.[68] The Mitigation Fee Act would not apply to in-kind mitigation requirements.[69] Thus, the Mitigation Fee Act would only apply to in-lieu fee programs.

The agency imposing a fee as a condition of approval of a development project must comply with four specific requirements:

(1) Identify the purpose of the fee;
(2) Identify the use to which the fee is to be put;

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[65]/ Mitigation requirements for the development of farmland to implement agricultural easements may not constitute a "service" or "facility" in the first place. If this is the case, Propositions 13 and 62 may not apply at all to such exactions.
[66]/ See Curtin, at p. 272.
[67]/ For example, in *Richmond v. Shasta Community Services District* (2004) 32 Cal.4th 409, 426, the California Supreme Court held that an increase of a water service connection fee charged to new users is not subject to Proposition 218 because it is not a property-related fee. The court stated that the water connection charges were not imposed simply by virtue of property ownership, but instead, as an incident of the voluntary act of the property owner in applying for a water service connection. The fees for connection to the system therefore were not imposed as "an incident of property ownership" and were not subject to Proposition 218.
[68]/ Gov. Code, § 66000 et. seq.
[69]/ "'Fee' means a monetary exaction other than a tax or special assessment…that is charged by a local agency to the applicant in connection with approval of a development project." Gov. Code, § 66000, subd. (b) (italics added).

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(3) Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed; and

(4) Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.

Moreover, the agency must be able to demonstrate a reasonable relationship between the amount of the fee and the cost of the public facility attributable to the development.[70] The fee cannot include costs attributable to existing deficiencies in public facilities.[71] Fees or exactions "shall not exceed the estimated reasonable cost of providing the service or facility for which the fee or exaction is imposed."[72] A local agency cannot require the payment of fees until the final inspection of the development.[73] And finally, "the fee shall not be levied, collected, or imposed for general revenue purposes."[74]

An agricultural mitigation fee that meets these requirements would not violate the Mitigation Fee Act.[75]

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[70]/ Mitigation Fee Act, § 66001, subd. (b). Note that it is unclear whether an agricultural easement would be considered a "public facility" under the Mitigation Fee Act. Mitigation Fee Act, § 66000, subd. (a) defines "public facilities" as including: "public improvements, public services, and community amenities." Agricultural conservation easements typically do not provide public access, though they do provide a benefit to the public.

[71]/ *Id.* at subd. (g).

[72]/ *Id.* at § 66005.

[73]/ *Id.* at § 66007. According to the trial court ruling in the *Stockton* case, the adopted mitgation program did not violate this provision (nor § 66001) because fundamentally it was not a fee program. Instead, the program was "a land use regulation that requires developers of agricultural lands to obtain an in-kind easement preserving an equal amount of other agricultural lands." Payment of the fee is not required; rather, developers were provided an option of paying a fee in certain limited circumstances. (See Statement of Decision dated March 5, 2009 in *BIA v. City of Stockton* (Super. Court San Joaquin County, 2007, No. CV032651). No appeal was filed in this case.

[74]/ *Id.* at § 66008.

[75] / See also *San Mateo County Coastal Landowners' Ass'n v. County of San Mateo* (1995) 38 Cal. App. 4th 523, 551 ("Clearly, the county has ample authority to require dedication of agricultural and open space easements under several provisions of law.").

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2. CEQA

CEQA requires that significant impacts must be mitigated through feasible mitigation measures. According to CEQA, such mitigation includes:

(a) Avoiding the impact altogether by not taking a certain action or parts of an action.
(b) Minimizing impacts by limiting the degree or magnitude of the action and its implementation.
(c) Rectifying the impact by repairing, rehabilitating, or restoring the impacted environment.
(d) Reducing or eliminating the impact over time by preservation and maintenance operations during the line of the action.
(e) Compensating for the impact by replacing or providing substitute resources or environments.

(CEQA Guidelines, § 15370.)

To date, the issue of whether a city or county may impose mitigation under CEQA for the loss of agricultural land is not discussed in a published appellate opinion. However, case law demonstrates that courts and agencies alike have assumed that cities and counties have such authority. Moreover, only a handful of California appellate decisions have addressed whether a city or county must impose such measures under certain circumstances. These cases generally indicate that mitigation for agricultural loss, under the specific circumstances, was not a requirement under CEQA.

a) Published Case Law

Defend the Bay v. City of Irvine (2004) 119 Cal.App.4th 1261 (*Defend the Bay*) is one of only two published decisions to address the issue of mitigation for the loss of agricultural lands. The Fourth District Court of Appeal considered both offsite and onsite preservation as a means for mitigation for the loss of farmland in the context of an Environmental Impact Report ("EIR") prepared for a mixed use development project. The court ultimately agreed with the defendant agency that it was not feasible to mitigate the impact of developing agricultural land.[76] Because agriculture in the area was not feasible in the long-term, and because on-site preservation would reduce development and therefore "impede the City from achieving its General Plan goals and objectives," the court ruled that the City did not need to require mitigation for the project.[77]

[76]/ *Id.* at p. 1269-1270.
[77]/ *Ibid.*

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Also from the Fourth District Court of Appeal, *Cherry Valley Pass Acres and Neighbors v. City of Beaumont* (2010) 190 Cal.App.4th 316 (*Cherry Valley*) concerned a challenge to an EIR for a project that would convert agricultural land to residential uses. Though recognizing the potential for mitigation in the form of agricultural "*conservation easements, Williamson Act preserve status, or temporary protection or conservation plans*," the EIR noted the long-term trend in agricultural land conversion in the region and concluded that mitigation was not feasible.[78] The court upheld the City's determination regarding the feasibility of mitigation on the grounds it was supported by substantial evidence in the record.[79] The court also examined the City and County General Plans, which acknowledged that development pressures were constraining the continued viability of agriculture and included the expansion of housing, commercial and industrial land uses.[80] The court then determined that the project was compatible with these planning documents.[81]

Notably, the opinions in both *Defend the Bay* and *Cherry Valley* did not conclude that, as a matter of law, agricultural easements are never a feasible form of mitigation for the loss of farmland. Instead, these cases concluded that in the particular circumstances surrounding the project, such mitigation was infeasible and therefore was not required to be adopted.

b) Unpublished Case Law

Opinions of any California Court of Appeal or superior court appellate division that are not certified for publication or ordered published cannot be cited or relied on by a court or a party in any other action.[82] There are three unpublished cases addressing agricultural impacts; these cases cannot be relied upon as legal precedent. However, they do provide some insight into potential arguments that may arise in relation to mitigation for the loss of agricultural land, and possible reasoning of the courts.

In *County of Santa Cruz v. City of San Jose* (2003) WL No. 1566913 (*County of Santa Cruz*), the Appellate Court for the Sixth District ruled that CEQA does not require the adoption of mitigation measures for the loss of agricultural land in every Environmental Impact Report ("EIR"). The appellants argued that the EIR for a large-scale development project was insufficient because the City of San Jose ("City") failed to

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[78] / *Id.* at pp. 349-350.
[79] / *Id.* at p. 350.
[80]/ *Id. at p. 353.*
[81]/ *Ibid.*
[82]/ Cal. Rules of Court, rule 8.1115(a).

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require mitigation for the project's significant impact on the loss of open space and agricultural lands.[83] However, the City argued and the court agreed that the purchase of easements or fee title over off-site agricultural lands would not offset the loss of agricultural land caused by the project. According to the City, there would still be a net reduction in the total amount of land suitable for agricultural use that is available for such use.[84] Further, the court recognized that the City's General Plan did not recognize the protection of agricultural land, and instead stated that "it is the City's policy that land designated for development in the General Plan should be developed in the General Plan."[85] Thus, the court ruled that San Jose had acted within its prerogative in deciding not to require agricultural mitigation measures.[86]

In *Friends of the Kangaroo Rat v. California Department of Corrections* (2003) WL No. F040956 (*Kangaroo Rat*) the Fifth District Court of Appeal ruled similarly to the court in County of Santa Cruz.[87] The court held that a subsequent EIR for a prison construction project was adequate even though it did not require any mitigation for the loss of farmland due to the project. As in County of Santa Cruz, the court agreed with the defendants that the loss of farmland could not be mitigated because any attempts at mitigation would not create new farmland, nor would they compensate for the loss of farmland incurred by the project.[88] The court discussed the definition of "mitigation" from the CEQA Guidelines, and stated that "the creation of an agricultural easement does not appear to fall into any of these five categories."[89]

In a 2004 decision, the Third District Court of Appeal explicitly disagreed with *Kangaroo Rat* and supported the theory that, in the context of CEQA, measures should be applied to mitigate for the loss of agricultural land due to development. In *South County Citizens for Responsible Growth v. City of Elk Grove* (2004) WL No. 219789 (Cal.App.3 Dist.) (*South County Citizens*), also unpublished, the court ruled that mitigation of agricultural losses must be addressed in CEQA documents, and conservation fees and easements can potentially mitigate for the loss of agricultural land.

The court decided whether the City of Elk Grove ("City") was required to include mitigation measures in its EIR for the Lent Ranch Marketplace Development Project

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[83]/ *County of Santa Cruz*, at p. 29.
[84]/ *Id.* at p. *30.
[85]/ *Id.* at p. *31.
[86]/ *Id.* at p. *31.
[87]/ Note that *Kangaroo Rat* was initially published, but the California Supreme Court later de-published the decision.
[88]/ *Id.* at p. 565.
[89]/ *Id.* at p. 566.

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("Project").[90] In its EIR, the City concluded that the conversion of farmland from the Project constituted a significant environmental effect.[91] However, the City also concluded in the EIR that no feasible mitigation measure to offset the loss of farmland existed.[92] The City argued that because it was not possible to create or manufacture new farmland, or to reduce the specific loss of farmland converted to urban use through the project, it did not need to impose mitigation measures to offset these losses.[93] Further, the City argued that because it had not conducted a nexus study and did not have a City or County ordinance imposing agricultural mitigation fees, it could not impose such requirements at all.[94]

The Third District Court of Appeal ruled against the City and held that conservation fees can in fact mitigate for the loss of agricultural lands.[95] According to the court, conservation fees and easements can diminish development pressures created by the conversion of farmland, and can help to preserve against the danger of the domino effect created by projects.[96] Thus, the City prepared an addendum to its EIR addressing mitigation for the loss of agricultural land.

3. Conservation Easement Act

The Conservation Easement Act enables a city, county, district, or nonprofit organization to acquire perpetual easements for the conservation of agricultural land and open space, or for historic preservation. (Civ. Code, §§ 815-816.) Under Civil Code section 815.3, a local government entity may not "condition the issuance of an entitlement for use on the applicant's granting of a conservation easement."

Building Industry Association of Central California v. County of Stanislaus, et al. (2010) 190 Cal. App. 4th 582 (*County of Stanislaus*) addresses whether Civil Code section 815.3, subdivision (b) applies to agricultural conservation easements mandated by a city or county's General Plan policies. In the *County of Stanislaus* case, the BIA challenged the Farmland Mitigation Program ("FMP") adopted as an update to the Agricultural Element of the County's General Plan. The General Plan update included specific mitigation requirements for the conversion of agricultural land to residential development via the FMP. Specifically, the FMP required the County to condition

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[90]/ *Id.* at p. *1.
[91]/ *Id.* at p. *3.
[92]/ *Ibid.*
[93]/ *Ibid.*
[94]/ *Id.* at p. *4.
[95]/ *Id.* at p. *8.
[96]/ *Id.* at p. *8.

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discretionary projects converting agricultural land to residential development with the requirement that the agricultural land be replaced at a 1:1 ratio with agricultural land of equal quality located within the County. FMP Guidelines were also considered and adopted. The FMP Guidelines furthermore specified that for a project of 20 acres or more, farmland mitigation must be satisfied by direct acquisition of a permanent agricultural conservation easement, but for a project of less than 20 acres, the County can authorize the payment of an in-lieu mitigation fee.

The BIA challenged the FMP on the grounds that: (1) the County failed to identify its legal authority for mandating the dedication of permanent conservation easements pursuant to its General Plan; (2) there is no reasonable relationship between the requirements of the FMP and the adverse public impacts resulting from agricultural conversion (police power argument); and (3) conservation easements must be voluntary and thus, cannot be required by policies like the FMP.

With respect to the police power argument, the Court held that the BIA had the burden at trial of demonstrating the invalidity of the FMP (not the County's burden to prove the FMP valid), which it did not sufficiently do. Additionally, the court held that the FMP requirements clearly bear a reasonable relationship to the loss of farmland to residential development citing to the goals and policies in the County's agricultural element. The court clarified that "to meet the reasonable relationship standard it is not necessary to fully offset the loss." Reasoning that land use regulation is a function of local government pursuant to the police power, the court also held that, "the trial court [] erred in concluding that the FMP was not authorized by the County's police power."

Finally, and most importantly, the Court held that Civil Code section 815.3, subdivision (b) did not invalidate the FMP. In considering this issue of first impression, the court sided with the County reasoning that the FMP did not violate the statute's prohibition against conditioning the issuance of an approval on the grant of a conservation easement because the applicant and/or developer was not required to grant the easement. "Rather, the FMP allows the applicant to arrange for a third party to voluntarily convey an easement to a land trust or the County." The court's reasoning appeared to be that a developer has a choice to develop or not, and if the developer chooses to develop, that voluntary choice may come with a price (e.g., the permanent protection of one acre of farmland for every acre of farmland developed).

4. Effect of State Laws on Agricultural Mitigation Requirements

The Mitigation Fee Act, CEQA and the Conservation Easement Act do not preclude a jurisdiction from requiring mitigation for impacts to agricultural land. Where

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local governments impose in-kind mitigation requirements rather than fee requirements, the Mitigation Fee Act does not apply. However, when the Mitigation Fee Act is applicable, such as when agencies impose fee requirements to mitigate for the loss of agricultural land, regulations must comply with the requirements of the Act.

Under CEQA, local governments generally have the authority to require mitigation for significant impacts to agricultural lands.[97] As outlined above, courts that have addressed agricultural mitigation programs under CEQA have considered whether such mitigation is necessary, and not whether it is permissible. Furthermore, no challenge of the imposition of agricultural mitigation in the CEQA context has resulted in a published opinion. Moreover, CEQA case law demonstrates that where there is a solid basis in local planning documents, including General and Specific Plans, the courts are more likely to uphold agricultural mitigation programs.

Last, the purpose of the Conservation Easement Act is to voluntarily convey conservation easements to qualified entities to conserve open spaces and other environmental values. Civil Code section 815.3 prohibits jurisdictions from requiring an involuntary conveyance of a conservation easement. Where a landowner chooses to develop a property within a jurisdiction that requires converted farmland to be mitigated with placement of easements on other property, however, this requirement not run afoul of this prohibition.

E. Local Laws

1. Planning and Zoning Law

City and county zoning ordinances and land use decisions must be consistent with General and Specific Plans.[98] Thus, local jurisdictions can justify exactions on the basis that they are necessary to assure consistency with adopted General and Specific Plans.[99] Thus, when development fees and dedication requirements are judicially attacked, many local governments now rely on General and Specific Plans to support their decisions.[100]

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[97]/ Under CEQA, mitigation measures must meet the essential nexus and rough proportionality tests of *Nollan* and *Dolan*. (CEQA Guidelines, § 15126.4, subd. (a)(4).)

[98]/ Gov. Code, §§ 65860 and 65910; see also, *Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553, 570.

[99]/ See, e.g., 58 Ops.Cal.Atty.Gen. 41 (1975), as cited in Longtin § 8.14, p. 787; see also, *J.W. Jones Cos. v. City of San Diego* (1984) 157 Cal.App.3d 745.

[100]/ See *Curtin, supra*, at pp. 27, 259.

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2. Effect of Local Laws on Agricultural Mitigation Requirements

Planning and zoning law provides jurisdictions an opportunity to implement mitigation programs to protect agricultural land. If cities and counties clearly emphasize the importance of farmland in their General and Specific Plans, and include specific programs to protect agricultural land, subsequent regulations to preserve agricultural land should be defensible.

IV. CONCLUSIONS AND RECOMMENDATIONS

A. Legality of Fee and In-Kind Mitigation Requirements

Local agencies have the general authority to implement in-kind and fee mitigation requirements under the police power of the California Constitution.[101] Moreover, the California Legislature's support of and emphasis on agricultural preservation provides a backdrop by which agencies can implement these regulations. However, it is necessary for agencies to ensure compliance with requirements under the United States and California Constitutions, the Mitigation Fee Act, CEQA, the Conservation Easement Act and planning and zoning laws.

1. In-Kind Mitigation Requirements

Because in-kind mitigation requirements do not involve monetary fees, they generally will not trigger Propositions 13, 62 or 218, or the Mitigation Fee Act. Moreover, so long as they are applied legislatively, in-kind mitigation requirements need not meet the nexus and rough proportionality tests under Nollan and Dolan. To comply with Civil Code section 815.3, though a particular landowner may be required to *arrange* for the grant of compensatory easements, the landowner may not be required to actually *grant* a conservation easement.

Under the Equal Protection and Due Process clauses of the United States and California Constitutions, mitigation requirements must bear a rational relationship to a legitimate government interest. Such regulations also cannot be arbitrary. To support the assertion that the protection of agricultural land is a legitimate interest, agencies can also point to their own General and Specific Plans and the State Legislature's statements. As outlined above, courts generally hold in favor of local agencies on this issue in the land use context. As long as in-kind mitigation programs satisfy these requirements, agencies have the legal authority to impose such regulations.

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[101]/ Cal. Const., art. XI, § 7.

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2. In-Lieu Fee Mitigation Requirements

In-lieu fee requirements, in addition to meeting the requirements under Due Process and Equal Protection as outlined above, must either be exempt from or comply with Props 13, 62 and 218. They also must comply with the Mitigation Fee Act.

In order to qualify as exempt from Propositions 13 and 62, a development fee must not exceed the reasonable cost of providing the service for which the fee is charged. Furthermore, the fee must be reasonably related to the type of activity on which it is based. Also, because mitigation fees are not imposed incident of property ownership, such exactions need not meet the requirements under Prop 218.

Under the Mitigation Fee Act, an agency imposing a fee must: (1) identify the purpose of the fee; (2) identify the use to which the fee is to be put; (3) determine that there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed; (4) determine that there is a reasonable relationship between the need for the public facility and type of development project on which the fee is imposed; and (5) determine that there is a reasonable relationship between the amount of the fee and the cost of the public facility attributable to development.

B. Recommendations to Provide a Foundation for and Implement Fee and In-Kind Mitigation Requirements

1. Incorporate Policies and Programs Related to Preservation of Agricultural Land in General and Specific Plans

As demonstrated in the CEQA cases outlined above, courts generally defer to city and county General Plans. Moreover, the General Plan is considered the "constitution for development," and all land use approvals must be consistent with such plans.[102] Thus, agencies can use policies in their General Plans to support implementation of dedication and fee requirements for preserving agricultural land. Jurisdictions should incorporate policies into General and Specific Plans that emphasize the need for permanent preservation of agricultural land. Such policies should specifically support the use of conservation easements for mitigation for the loss of farmland.

[102]/ See *J.W. Jones Cos. v. City of San Diego* (1984) 157 Cal.App.3d 745, 749.

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2. Conduct Nexus Studies

Particularly if implementing a fee program, local agencies should conduct nexus studies. Such studies should analyze and demonstrate an adequate nexus between the mitigation requirement and the impacts of the project, thus providing support for the nexus requirements of *Nollan* and *Dolan* and the Mitigation Fee Act. Such studies should also substantiate the selected mitigation ratio.

3. Include Findings That Demonstrate Compliance

When public agencies adopt mitigation programs, they should also adopt findings that demonstrate compliance with each applicable legal requirement.

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APPENDIX C

ASSESSING THE ECONOMIC AND MARKET TRENDS AFFECTING AGRICULTURE IN THE WESTERN INLAND EMPIRE

Appendix L: Agriculture

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Assessing the Economic and Market Trends Affecting Agriculture in the Western Inland Empire

Prepared by:
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Chang & Adams Consulting

September 2011

About Chang & Adams Consulting:
Chang & Adams Consulting is Sacramento's premier management consulting firm, operating at the intersection of the public and private sectors. We are professional economists who routinely advise clients on market and business trends so that they may assess and understand the environment in which they are operating. We specialize in applying cutting-edge quantitative analyses to help frame and solve public policy and business strategy issues. We advise a range of clients, including government agencies, non-profit organizations, campaigns for initiatives and candidates, and Fortune 1000 companies. We provide them with the analytical insight to shape their strategic direction, improve their operations, and develop sound policies. Copies of resumes of our principals are attached to this report as Appendix A.

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Assessing the Economic and Market Trends Affecting Agriculture in the Western Inland Empire
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Assessing the Economic and Market Trends Affecting Agriculture in the Western Inland Empire (Key Findings)

- The Inland Empire makes up a small part of California's agriculture industry. In 2009, the value of all agricultural production in Riverside and San Bernardino Counties totaled $1.4 billion, compared with $41.4 billion of agricultural production in California as a whole. Additionally, each of the ten most productive agricultural counties in California produces more than Riverside and San Bernardino combined.

- Agriculture is also small compared to other industries in the Inland Empire. The Natural Resources and Mining sector, which is comprised mostly of the agriculture industry, made up 1 percent of the regional economy that year. The largest sectors were Financial Activities (23 percent), Trade (18 percent), and Education and Health Services (11 percent).

- Agriculture is also in decline in the Inland Empire. Between 2006 and 2010, three of the top five agricultural products in Riverside County (nursery stock, milk, and table grapes) decreased in production value or remained flat. Similarly, three of the top five agricultural products in San Bernardino County (cattle and calves, replacement heifers, and trees/shrubs) also have decreased in value and are expected to continue to decrease in value as agricultural operators relocate from the Riverside and San Bernardino Counties in general to places such as Kern County and in some instances out of state.

- The decline in agriculture can be attributed to five key factors:
  - Growth in the demand for housing and development following the 2007 market collapse: After the market collapse in 2007, home prices have stabilized to 2002-2003 prices and monthly home sales have increased since 2009.
  - Growth in the transportation and warehousing sector: Over 40 percent of all goods imported into the United States enter through the Ports of Los Angeles and Long Beach, and most of these goods pass through the Inland Empire for distribution. After declining from 2006 through 2009, imports are rising to near-record levels again.
  - Increased restrictions on water deliveries for agricultural uses after several consecutive drought seasons: Drought conditions led to water allocation cutbacks from both the State Water Project and local water sources, driving the cost of water up across the region as well as limiting access.
  - Higher wages in other industries in the region: Trade, transportation, and construction industries have all seen significant growth in the region and offer higher annual salaries than agriculture for the same skilled and semi-skilled labor.
  - Strong agricultural competition from the southern Central Valley for dairies: The Valley offers cheaper land, a greater number of support industries for agriculture, a larger

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agricultural employment base, and cheaper labor for the dairy industry, as well as agriculture in general.

- Increased regulatory pressures from air quality and local jurisdictions regarding particulate matter emissions and land use adjacency issues.
- The trend in Riverside and San Bernardino Counties is for agricultural operations to continue to shift to places like Kern County regardless independent of land use policy due to the economic issues set forth in this report.

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Assessing the Economic and Market Trends Affecting Agriculture in the Western Inland Empire

1. Introduction

The Inland Empire region of Southern California generally consists of Riverside and San Bernardino Counties, and is located just east of Los Angeles. The two counties encompass more than 4.2 million people. Figure 1.1 below shows the general geography of the region.

Figure 1.1
The Inland Empire

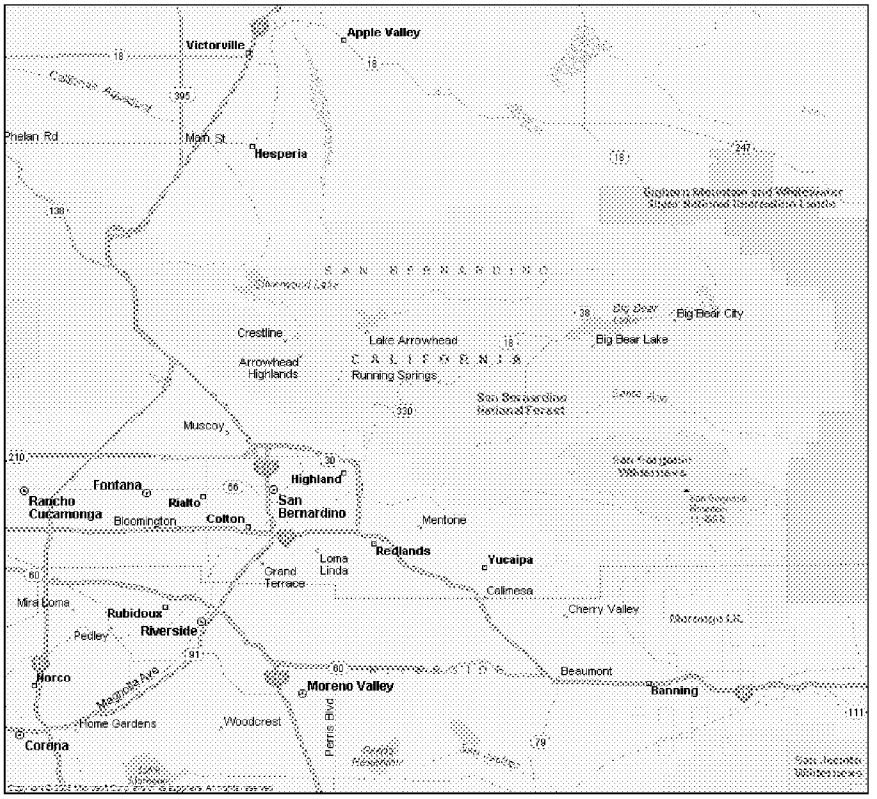

Compared to the rest of the state, the Inland Empire makes up only a small part of California's agriculture industry. In 2009, the value of all agricultural production in Riverside and San Bernardino totaled $1.4 billion. Agricultural production includes crop production, such as for food grains, feed crops, cotton, oil crops, fruits and tree nuts, and vegetables, and livestock production, including meat animals, dairy products, poultry, and eggs.

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Table 1.1
Agricultural Production in California and Inland Empire

Geographic Region	Agricultural Production, 2009 (% of State)	Agricultural Employment, 2007 (% of State)
Riverside/San Bernardino	$1.4 Billion (3.3%)	16,800 (4.3%)
California	$41.4 Billion (100%)	386,400 (100%)

SOURCES: California Department of Food and Agriculture, "County Rank by Gross Value of Agricultural Production, 2008–2009," California Agricultural Resource Directory 2010-2011; California Statistical Abstract, "Wage and Salary Employees in Agricultural Establishments by Areas in California, 1995 to 2007," 2008

By comparison, the value of all agricultural production in California in 2009 was $41.4 billion. The Inland Empire represented just 3.3 percent of this total.

The distribution of employment in the agriculture industry resembles that of production value. In 2007, Riverside and San Bernardino Counties had 16,800 workers in the agriculture industry. This represented 4.3 percent of the 386,000 Californians employed in agriculture that year.

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2. Agricultural Production in the Inland Empire is Small

Compared to other individual counties across the state, both Riverside and San Bernardino Counties produce significantly smaller agricultural output. Each of the ten most productive agricultural counties in California produces more than both counties combined.

Table 2.1
Top California Counties by Value of Agricultural Production, 2009

Rank	County	Total Value ($000)	Leading Commodities
1	Fresno	$5,372,009	Grapes, Tomatoes, Poultry, Almonds, Cattle & Calves
2	Tulare	$4,046,355	Milk, Oranges, Grapes, Cattle & Calves, Corn
3	Monterey	$4,033,718	Lettuce, Strawberries, Nursery, Broccoli, Grapes
4	Kern	$3,606,356	Grapes, Milk, Vegetables, Almonds, Pistachios
5	Merced	$2,460,474	Milk, Chickens, Almonds, Cattle & Calves, Sweet Potatoes
6	Stanislaus	$2,310,071	Milk, Almonds, Chickens, Cattle & Calves, Tomatoes
7	San Joaquin	$2,000,474	Grapes, Milk, Cherries, Tomatoes, Walnuts
8	Ventura	$1,621,575	Strawberries, Nursery Stock, Celery, Raspberries, Lemons
9	San Diego	$1,548,124	Woody Ornamentals, Flowers & Foliage, Bedding Plants, Avocados, Tomatoes
10	Imperial	$1,452,970	Lettuce, Cattle, Wheat, Alfalfa, Broccoli
13	Riverside	$1,015,755	Nursery Stock, Milk, Eggs, Table Grapes, Hay
25	San Bernardino	$355,379	Milk, Eggs, Cattle & Calves, Alfalfa, Replacement Heifers

SOURCE: California Department of Food and Agriculture, "County Rank by Gross Value of Agricultural Production, 2008–2009," California Agricultural Resource Directory 2010-2011

The largest California county by agricultural production in 2009 was Fresno. The county produced nearly $5.4 billion in agricultural commodities, including grapes, tomatoes, poultry and almonds, while the tenth largest California county in 2009 was Imperial, producing almost $1.5 billion in agricultural commodities, primarily through lettuce, cattle, wheat, alfalfa, and broccoli.

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By contrast, Riverside was the 13th largest agricultural producer, generating $1.0 billion in commodities such as nursery stock, milk, eggs, table grapes, and hay, and San Bernardino was the 25th largest agricultural producer, with $355 million in products including milk, eggs, cattle and calves, alfalfa, and replacement heifers. Together, Riverside and San Bernardino Counties produced nearly $1.4 billion in commodities, but still less than Imperial County.

Agriculture is also small compared to other industries in the Inland Empire region. The largest industrial sectors in the Riverside-San Bernardino-Ontario Metropolitan Statistical Area in 2009 were Financial Activities, Trade, and Education and Health Services. These represented 23 percent, 18 percent, and 11 percent of the Inland Empire's economic activity, respectively, as seen in Figure 2.1.

Figure 2.1
Shares of Private GDP for Riverside-San Bernardino-Ontario, 2009

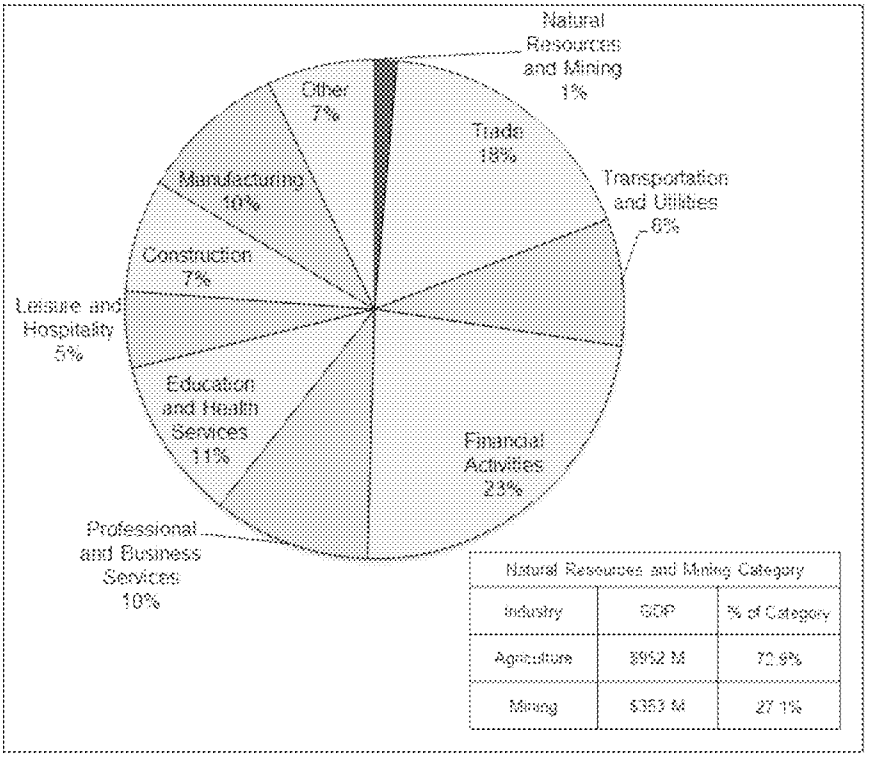

SOURCE: Bureau of Economic Analysis, U.S. Department of Commerce, "Gross Domestic Product by Metropolitan Statistical Area, Riverside-San Bernardino-Ontario 2009," accessed August 2011 (http://www.bea.gov/iTable/iTable.cfm?reqid=70&step=1&isuri=1&acrdn=2)

By contrast, the Natural Resources and Mining sector made up 1 percent of the regional economy that year. This sector includes both the agriculture and mining industries. In fact, given that the agriculture industry comprises about 73 percent of the sector, then in essence agriculture currently makes up about seven-tenths of 1 percent of the Inland Empire's economy.

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3. Agriculture in the Inland Empire Continues to Decline

Both Riverside and San Bernardino Counties have seen declines in production for some of their top agricultural products since 2006. Three of the top five agricultural products in Riverside County have decreased in production value or remained flat since 2006 as seen in Figure 3.1. From 2006 to 2010, the top five agricultural products in Riverside County by combined value were nursery stock, milk, table grapes, eggs, and bell peppers.

Figure 3.1
Riverside County Leading Agricultural Values (Top 5 Products)

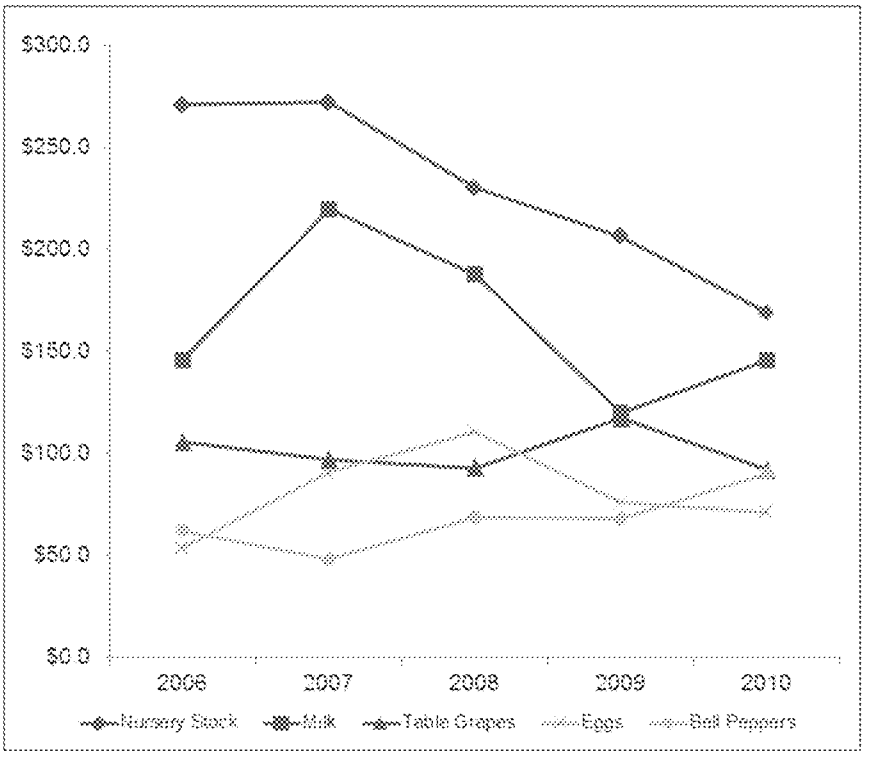

SOURCE: Agricultural Commissioner's Office, County of Riverside, Riverside County Annual Production Report, Assorted Years

Over this five-year time period, three of these agricultural products declined in value in the County or remained flat: nursery stock dropped from $270 million in production value to under $170 million; after a brief run-up, milk production began and ended at $145 million; and table grapes declined in production value from over $105 million to around $92 million. Although eggs and bell peppers did experience higher production values over the five-year period, these are less valuable agricultural products.

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Figure 3.2
San Bernardino County Leading Agricultural Values (Top 5 Products)

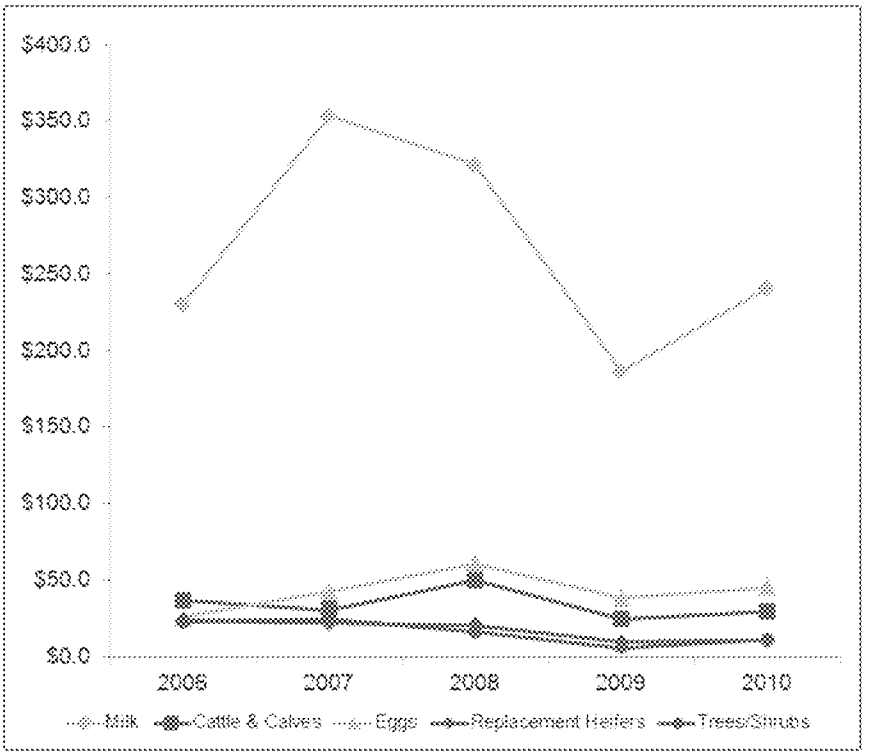

SOURCE: Department of Agriculture/Weights and Measures, County of San Bernardino, Crop and Livestock Report, Assorted Years

Though San Bernardino did not face as significant losses as Riverside, it has still seen falling revenues. Since 2006, three of the top five agricultural products in San Bernardino County have decreased in value, seen in Figure 3.2. From 2006 to 2010, the top five agricultural products in San Bernardino County by combined value were milk, cattle and calves, eggs, replacement heifers, and trees/shrubs.

Over this five-year time period, three of these agricultural products declined in value in the County: the production value of cattle and calves decreased by nearly $7 million; replacement heifers lost over half of their production value, with a drop from $24.2 million to $10.4 million; and trees and shrubs lost nearly half of their production value, declining from $22.8 million to $11.5 million. Additionally, there was little growth in milk production (just over $10 million) in the county despite it being the top product, and eggs also saw higher production by about $19 million over the five years.

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4. Five Major Barriers Limit the Inland Empire's Agriculture Industry

With the agriculture industry continuing to decline in the Inland Empire, five major barriers to the industry were identified. These barriers center on pressures from competing industries, environmental concerns, and operations costs:

- Growth in Demand for Housing and Development
- Growth in Trade and Transportation Sectors
- Increased Restrictions on Water
- Higher Wages in Other Industries
- Strong Agricultural Competition from Central Valley

4.1. Growth in Demand for Housing and Development

The Inland Empire generally boasts relatively inexpensive land values compared to other regions of California, such as the coastal counties, making the Inland Empire attractive to developers looking to build residential and commercial property. Beyond this, the return of home prices in the region to more traditional levels has also spurred additional investment in land purchases and developments.

The Inland Empire region saw robust demand for housing during the previous decade, as reflected by significant increases in median home prices between 2002-03 and 2006 to record highs for the region. Much of these gains were erased with the market collapse of 2007, however, with home prices returning to levels last seen in 2002 and 2003. But some analysts believe that the housing market in the region has finally begun to stabilize given that home and land prices are beginning to inch higher. Whittlesey Doyle, a land brokerage firm based in Irvine, stated that a number of recent land deals to homebuilders in the Inland Empire indicate that the market is rebounding.[1]

[1] Wesley G. Hughes, "Land buyers back in game," Inland Valley Daily Bulletin, December 6, 2010.

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Figure 4.1
Inland Empire Median Home Sales Price, July 2000-July 2011

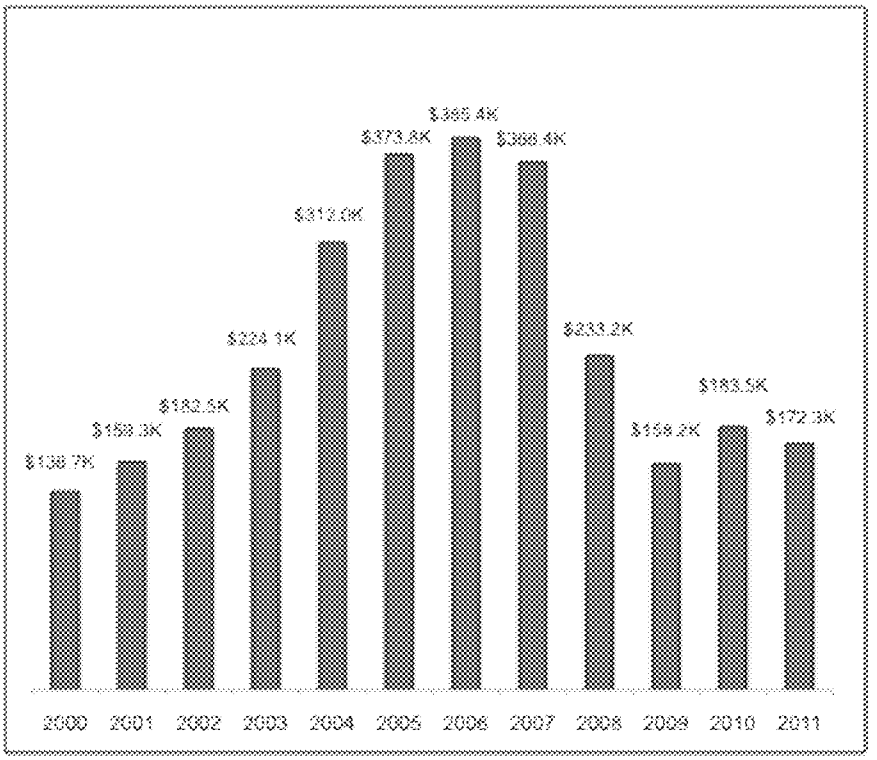

SOURCE: California Association of REALTORS, "Median Prices of Existing Detached Homes, Historical Data"

As shown in Figure 4.1, the median home sales price in the Inland Empire was just over $385,000 at the peak of the real estate market in 2006. When the market dropped to its low in 2009, the median sales price had fallen 59 percent to just over $158,000. Though prices have fallen significantly since 2007, the median price actually began to increase in 2010 to over $183,000. While there has been some retrenchment in prices this year, they still remain above $172,000.

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Figure 4.2
Monthly Home Sales

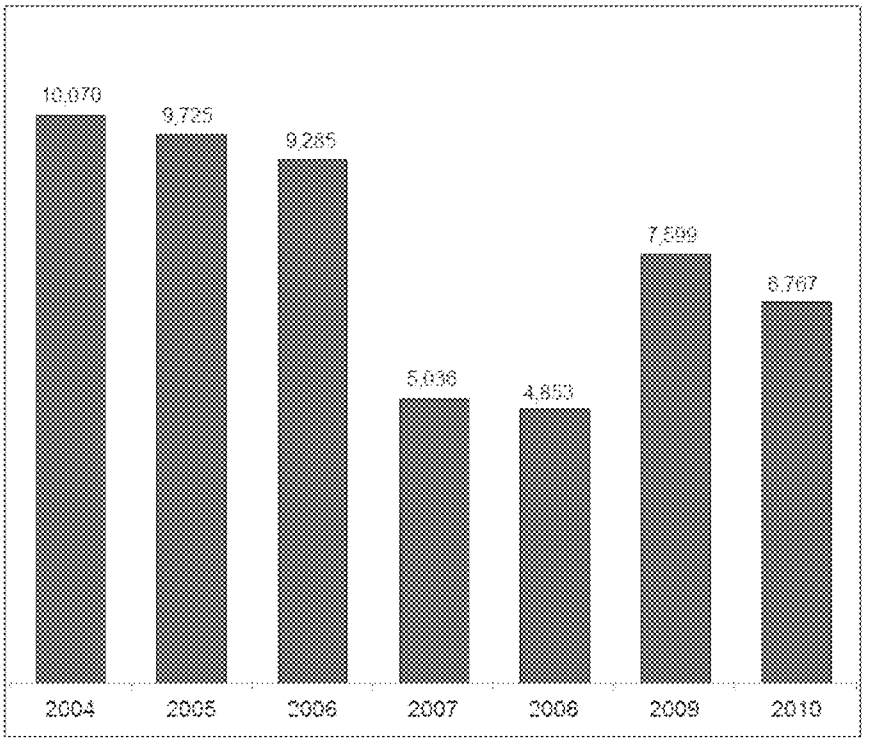

SOURCE: DataQuick Information Systems, "Southland Home Sales," 2004-2010

Correspondingly, monthly home sales have tapered off from their peak in 2004, as illustrated in Figure 4.2. As home prices have decreased, there has been an increase in monthly home sales in the region. Though sales remain off of their historic highs, monthly home sales indicate that consumers are buying properties again and driving some growth in the market.

With home prices stabilizing and home sales returning, newspaper accounts and anecdotal evidence suggest that several large homebuilders have indicated that they have begun purchasing more land and restarting stalled home developments across the region.

4.2. Growth in Trade and Transportation Sectors

On the commercial front, the agriculture industry faces increasing competition from trade and transportation, two of the largest industrial sectors in the Inland Empire. Transportation, warehousing, and other goods movement industries are strong in the region because of their proximity to the Ports of Los Angeles and Long Beach and because of the abundance of relatively inexpensive land for distribution centers and transportation hubs.

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Figure 4.3
Flow of Imported Containers, Los Angeles-Long Beach Ports

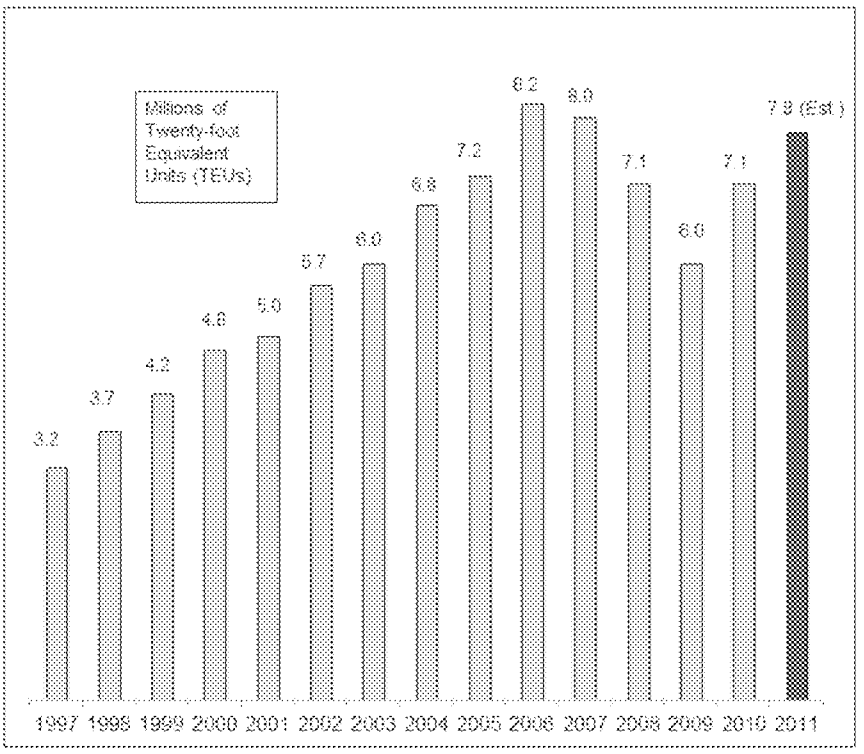

SOURCE: Husing, John, Inland Empire 2011… Start of the Recovery?, Economics & Politics, Inc., April 2011

Over 40 percent of all goods imported into the United States enter through the Ports of Los Angeles and Long Beach, and most of these goods pass through the Inland Empire for distribution. The Burlington Northern Santa Fe (BNSF) Railway has an intermodal railroad yard located in San Bernardino, for example. The Union Pacific Railroad has its main switching yard in Colton as well.

And as shown in Figure 4.3, imports into the Ports of Los Angeles and Long Beach have begun to rebound from the recent recession. Imports as measured by Twenty-foot Equivalent Unit (TEU) containers steadily increased between 1997 and 2006 from 3.2 million TEUs to 8.2 million TEUs. With the recession, imports dropped in 2009 to 6.0 million – the same level as seen in 2003. But as a sign that economic activity is returning to California and the United States, imports into the Ports of Los Angeles and Long Beach increased to 7.1 million TEUs in 2010 and are projected to reach 7.8 million TEUs in 2011. These represent near-record levels of goods movement in the region.

4.3. Increased Restrictions on Water

The State Water Project was constructed in the 1950s and 1960s to provide most of California, particularly Southern California, with a stable statewide water resource to

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augment local sources. Currently, the State Water Project provides supplemental water to approximately 25 million Californians and about 750,000 acres of irrigated farmland. Each year, its contracting water agencies make water allocation requests and the state Department of Water Resources plans the initial allocation percentage. Over the course of the year, these allocations can be increased to adjust for wet years, or rolled back in cases of drought.

California faced severe drought conditions for most of the latter-half of the previous decade, however. These conditions necessitated reduced water allocations to the Inland Empire through the State Water Project, and hindered farms and dairies' ability to extract water from their nearby groundwater basins and reservoirs.

Figure 4.4
State Water Project Allocations to Inland Empire Water Districts

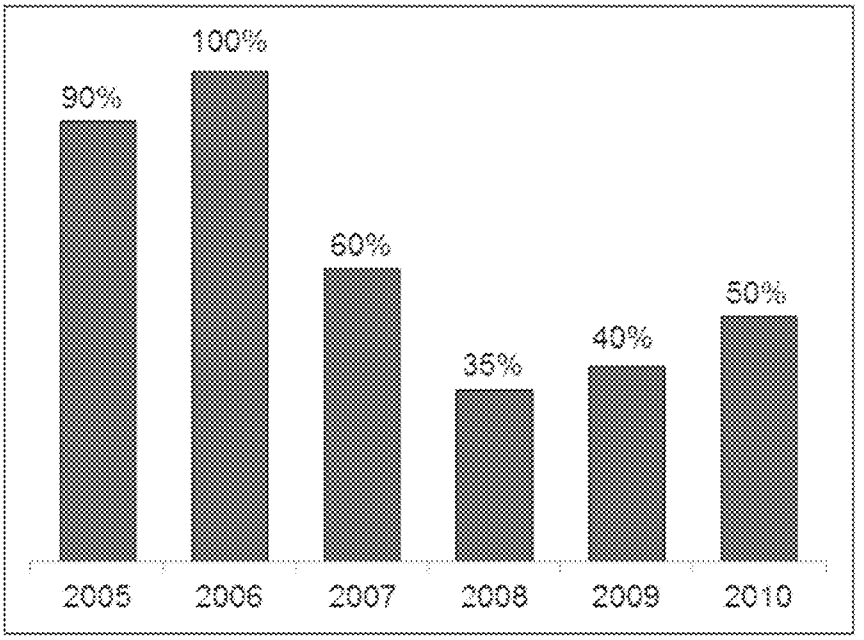

SOURCE: California Department of Water Resources, Notice to State Water Project Contractors, 2005-2010

As illustrated in Figure 4.4, drought conditions following 2006 led to a decrease in State Water Project allocations across California between 2007 and 2010. The drought was so severe that in 2008 only 35 percent of water allocations were provided. Last year the allocation was only 50 percent. A wet 2011 combined with heavy snowpacks promises to increase allocations, however much of the damage to the agriculture industry has already occurred considering that the operating costs to the Inland Empire's agriculture industry have been severely impacted by the water restrictions.

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Additionally, water extractions from the San Bernardino Basin have also steadily declined over the previous decade. This is shown in Figure 4.5 below. As the secondary water resource for the region, groundwater and reservoir stores backfill losses to agriculture from the State Water Project. Restrictions on forced groundwater recharge and environmental regulations have also decreased the amount of water extracted from these sources, even in drought seasons.

Figure 4.5
Water Extractions from the San Bernardino Basin

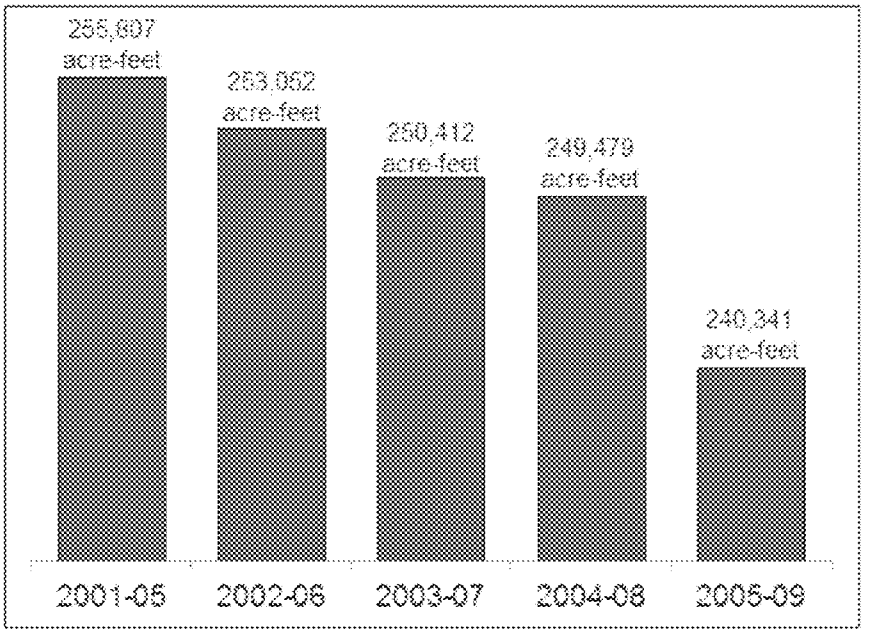

SOURCE: Western-San Bernardino Watermaster, "Annual Report of the Western-San Bernardino Watermaster," Calendar Year 2010

With respect to agriculture, water restrictions adversely impact the industry in a couple of ways. First, they limit the amount of water available for crops and livestock, requiring farmers and ranchers to reduce the size of their production and thus negatively impacting their revenue, according to Gregg Warren, vice president of American AgCredit[2]. Additionally, farmers and ranchers' costs rise as well since the inputs obtained from associated agricultural industries, such as feed, become more scarce and therefore more expensive.

[2] Chris Sieroty, "Inland Farmers Facing Several Threats," The Business Press (Riverside, CA), March 23, 2009.

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4.4. Higher Wages in Other Industries

Improved economic conditions have brought a resurgence of housing and other industries such as trade and transportation in the Inland Empire. This resurgence has resulted in more job opportunities that provide higher salary options for skilled and semi-skilled labor.

Figure 4.6
Occupations in the Inland Empire

Occupation	Estimated Employment, 2010	Mean Annual Salary, 2010
Construction and Extraction	51,850	$48,720
Office and Administrative Support	195,850	$33,900
Sales and Related Occupations	121,510	$32,860
Transportation and Material Moving	108,130	$32,400
Personal Care and Service	31,190	$24,370
Farming, Fishing, and Forestry	58,402	$21,400
Food Preparation and Serving Related Occupations	111,450	$21,310

SOURCE: U.S. Department of Labor, "Occupational Employment Statistics, May 2010, Riverside-San Bernardino-Ontario, CA, " accessed August 2011 (http://www.bls.gov/oes/current/oes_40140.htm)

As shown in Figure 4.6, agriculture competes with a number of other higher-paying industries for hired labor. Compared to other skilled and semi-skilled employment, agricultural salaries lag behind most of their counterparts across the region. Construction jobs, for example, have highest mean salary of the group at $48,720 a year. Additionally, three of the four largest occupations in the Inland Empire – office and administrative support, sales and related occupations, and transportation and material moving – all provide higher mean salaries for employees with semi-skilled or low-skilled backgrounds. In fact the third-largest occupation, food preparation and serving, had a mean annual salary only $90 below that of agriculture.

Jack King, of the California Farm Bureau Federation, pointed out that even agricultural wages increases were not enough to draw an adequate amount of agricultural workers. He

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stated that even with raises, the soft market will only allow agriculture to make limited raises.[3]

It should be noted that the farming employment figure does not take into account family labor and other non-paid employment. That said, the total employment and mean annual salary for agriculture do not compare favorably to other equivalent employment opportunities in the region, particularly as the agricultural industry continues to decline relative to other industries such as transportation and construction.

4.5. Strong Agricultural Competition from Central Valley

The fifth barrier involves competition with the southern Central Valley for agricultural production, particularly with respect to the dairy industry. The dairy industry comprises the production of milk, meat, and feed, such as alfalfa and hay. Milk is the largest agricultural product for San Bernardino County, and it is the second largest in Riverside County. As shown in Figure 4.7 below, dairy and nursery production accounts for approximately 45.4 percent of all agricultural production in the Inland Empire. In fact, dairy alone accounts for approximately one-third of all agriculture in the region.

Figure 4.7
Agriculture in the Region

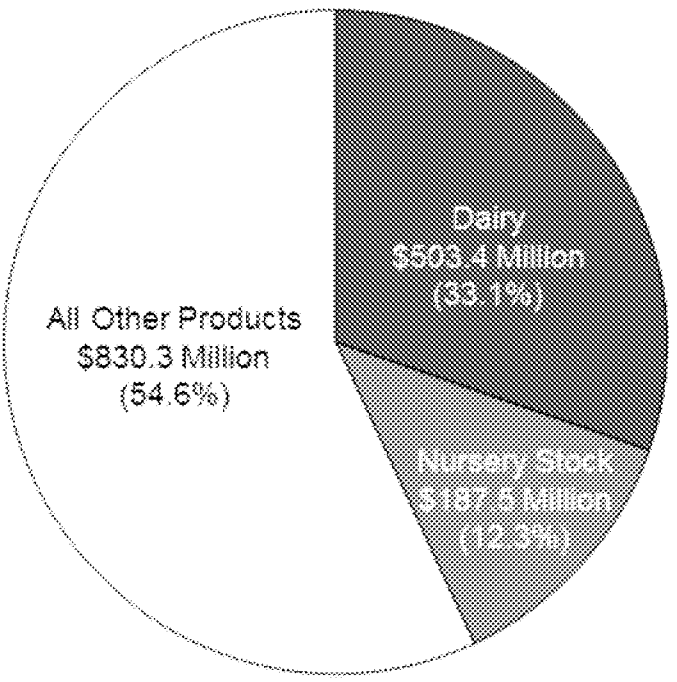

SOURCE: Department of Agriculture/Weights and Measures, County of San Bernardino, Crop and Livestock Report, Assorted Years; Agricultural Commissioner's Office, County of Riverside, Riverside County Annual Production Report, Assorted Years

[3] Andrew Silva, "Lack of laborers leaves crops to rot," Inland Valley Daily Bulletin (Ontario, CA), December 13, 2006.

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Bill Van Leeuwen, a dairy farmer from the region, has expressed surprise at the speed with which the milk industry is leaving the Inland Empire for places such as the Central Valley.[4]

The Central Valley produces milk more cheaply than the Inland Empire does. In the Southern California region (consisting of San Luis Obispo, Santa Barbara, San Bernardino, Los Angeles, Riverside, Imperial and San Diego counties), the average total investment per cow is $274 more than in the Southern Central Valley (consisting of Fresno, Tulare, Kings and Kern counties). The average total investment per cow takes into account all expenses, capital costs, and operating costs for every cow on the dairy. This is shown in Figure 4.8 below.

Moreover, dairy production in the Central Valley is far larger than that in the Inland Empire. The total number of milk cows in Tulare County alone (502,395) more than quadruples the number in the Southern California region. This is also shown in Figure 4.8 below.

Figure 4.8
Total Dairy Costs, 2010

	Southern California	**Southern Central Valley**
Average Total Investment per Cow	$2,993	$2,719
Total Cows	119,805 (San Bernardino and Riverside)	983,954
Hourly Wage, All Hired Labor	$16.23	$13.78

SOURCE: California Department of Food and Agriculture, "California Dairy Statistics," 2010 Data; California Department of Food and Agriculture, "Cost of Production" 2010 Annual Report

Additionally, hourly wages are roughly $2.50 higher in the Southern California region than the Central Valley. The cheaper costs to operate in the Southern Central Valley can make a significant difference in the bottom line of dairy producers. In fact, there has been anecdotal evidence of dairy ranchers selling land in the Inland Empire and using those profits to open or expand dairy operations in the Central Valley.

[4] Jerry Hirsch, "Dairies Moving Out of Inland Empire," Los Angeles Times, January 9, 2006.

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5. Conclusion

Our analysis shows that agriculture is small compared to other industries in the Inland Empire – Riverside and San Bernardino Counties – and is continuing to decline in importance in the region. We identify a number of systemic and regional economic factors that create significant economic barriers to the continued viability of agriculture in the Inland Empire. These barriers include the growth in demand for housing and development; the growth in the trade and transportation sectors; increased restrictions on water; higher wages in other industries; and strong agricultural competition from the Central Valley.

It should be pointed out that the decline of agriculture in the Inland Empire and the barriers to its viability are independent of any land use policies pursued by Riverside and San Bernardino Counties. That is, the market forces affecting agricultural production in Riverside and San Bernardino Counties will continue to shrink the industry in the future regardless of potential local efforts to preserve agricultural production through land use policies or other similar measures.

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PROFILE: A seasoned political economist who brings a combination of practical and theoretical expertise in public policy as well as fiscal and economic analysis. Over 12 years of experience as a consultant and an executive in state government. A Ph.D. with deep knowledge of economics, political science, game theory, and public policy. Familiarity with techniques for surveying and analyzing large data sets, including regression analysis.

PROFESSIONAL EXPERIENCE:

07/09 – present **Chang & Adams Consulting** Sacramento, CA
Director
- Provide economic analysis and strategy consulting to Fortune 1000 companies at the intersection of the public- and private-sectors. Provide policy, economic, and public finance analysis as well as operations consulting for government agencies and not-for-profit organizations.

10/07 – 06/09 **Forward Observer, Inc.** Sacramento, CA
Director of Economics
- Led the economics business unit of a political and public policy consulting firm. Oversaw the development of all of the firm's fiscal and economic studies, approved their analytical methodologies, and testified in front of the Legislative Analyst's Office.

08/01 – 09/07 **The RAND Corporation** Santa Monica, CA
Associate Economist
- Specialized in research and analysis focusing on domestic and international economic development, defense economics, and the economics of public-sector organizations. Projects included performance-based logistics and information technology consulting for the U.S. Army; purchasing and supply management best practices for the U.S. Air Force; and, the design of a viable economy for an independent Palestinian state. Developed growth accounting models and other economic frameworks to guide the analyses, and supplemented these analyses with surveys and insights drawn from expert interviews and background research.

06/96 – 09/97 **California Department of Transportation** Sacramento, CA
Special Assistant to the Chief Deputy Director
- Supported the COO of a $6 billion, 17,000-person organization. Managed Caltrans' $200 million Administrative Program, providing accounting, personnel, information technology and facilities services to the entire department. Led cross-functional team in reorganization of Caltrans' administrative service units. Collaborated on executive-level teams to spin off Equipment Service Center, streamline Caltrans, and protect California's infrastructure.

03/95 – 05/96 **California Department of Housing and Community Development** Sacramento, CA
Assistant for Policy Development
- A member of the Department's executive staff. Analyzed the fiscal and economic impact to California of state and federal legislation affecting housing. Authored policy white papers on homelessness and departmental reorganization.

08/94 – 02/95 **California Office of the Governor** Sacramento, CA
Staff Economist
- Analyzed the fiscal and economic impact to California of federal appropriations, clean air regulations, and natural disasters.

EDUCATION: **Stanford University Graduate School of Business** Stanford, CA
Ph.D., Business. Specialization in Political Economics
Dissertation: *Expertise vs. Control in the U.S. Congress*

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FELLOWSHIPS AND AWARDS:

1998-99	Public Affairs Fellow, Hoover Institution on War, Revolution and Peace	Stanford, CA
1990-94	Stanford Graduate School of Business Fellowship	Stanford, CA
1990	National Science Foundation Minority Graduate Fellow, Economics	Stanford, CA

ANDREW J. CHANG
Managing Director
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PROFILE: Seventeen years of experience working with both high-level executives and operations staff on sensitive issues under tight deadlines in both the private and public sectors. Eight years strategy and operations consulting experience with emphasis on customer analysis and market entry strategies. Twelve years public policy development and implementation experience in California State government. Extensive experience working with a broad array of stakeholders to design, implement and monitor organizational initiatives.

PROFESSIONAL EXPERIENCE:

07/09 – present **Chang & Adams Consulting** Sacramento, CA
Managing Director
- Provide business intelligence and strategy consulting to Fortune 1000 companies with an emphasis on private sector interaction with government. Private sector specialization in assessing and identifying new market opportunities and developing strategies to enter new markets. Public sector emphasis on public policy, economic and public finance analysis and operations management consulting.

04/07 – 07/09 **Forward Observer, Inc.** Sacramento, CA
Vice President
- Provide business intelligence and strategy consulting to Fortune 1000 companies to support market entry initiatives. Provide business-political risk and due diligence assessment for investment companies. Conduct fiscal, economic and public policy assessments.

08/04 – 04/07 **California Department of General Services** Sacramento, CA
Chief Deputy Director
- Chief Financial and Operations Officer of a state department with $1 billion annual operating budget, thirteen business units and 4,000 employees. Oversaw the state's procurement and real estate operations. Also responsible for the state's telecommunications, automobile fleet, printing, warehousing, insurance and school construction operations.
- Special assignment to the Governor's Office to serve as chief staff economist for the Governor's Council of Economic Advisors. Facilitated Council meetings, prepared written briefings for the Governor on policy issues for consideration and assisted Council members with original research to present at the Council meetings.
- Special assignment to the California Department of Corrections and Rehabilitation to assess the agencies procurement operations and develop recommendations to improve procedures and operations.

06/00 – 08/04 **A.T. Kearney, Inc.** San Francisco, CA
Senior/Engagement Manager (06/02 – 08/04)
- Lead teams to develop strategies for new lines of business for a Fortune 1000 technology company, a national consumer products consortium and an international consumer products retail company.
- Lead teams to develop strategies to both acquire and sell technology services, R&D and manufacturing business units.
- Analytic and modeling methods subject matter expert. Finance and Accounting business processes subject matter expert.

Associate Management Consultant (06/00 – 06/02)
- Conduct research and develop recommendations for various clients in the high technology and consumer products industries.

12/98 – 02/00 **MGT of America, Inc.** Sacramento, CA
Senior Management Consultant
- Implemented studies to improve finances and operations for Cleveland Unified School District, Florida State University and the California Resources Agency.

10/95 – 12/98 **California State and Consumer Services Agency** Sacramento, CA
Assistant Secretary for Policy and Operations
- Executive of a government agency with an annual operating budget of $1.3 billion, twelve departments and over 14,000 employees.
- Under supervision of the Secretary, guided agency and department policies, budgets and strategic plans.

05/95 – 10/95 **Personal Staff of Governor Pete Wilson** Sacramento, CA
Chief Economist/Deputy Issues Director
- Managed the development of national tax, trade, environment, agriculture and crime policies for Governor Pete Wilson's presidential campaign.

09/93 – 05/95 **California Office of the Governor** Sacramento, CA
Deputy Chief Economist
- Lead research teams to assess the economic and fiscal impact of tax, economic development, health care and immigration policies.

EDUCATION: **University of Michigan** Ann Arbor, MI
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January 19, 2009

Dana Whitmer
Vice President
Sares Regis Group
18802 Bardeen Avenue
Irvine, CA 92612

Re: Economic Viability of Agriculture in the West Inland Empire

Dear Mr. Whitmer:

Per your request CBRE Consulting has examined the economic and market trends affecting agriculture operations throughout California, with particular attention to the specific challenges relative to the communities of Chino and Ontario in the western Inland Empire.

Founded in 1978 as Sedway Group, CBRE Consulting is a nationally recognized full-service real estate and urban economics consulting firm with offices in Los Angeles and San Francisco. CBRE brings a multi-disciplined approach to property evaluation of all major land use types. CBRE specializes in real estate market analysis, economic development studies for residential, commercial and industrial projects throughout California and the western United States.

BACKGROUND

The Inland Empire once held the largest concentration of dairies in the world, with most of them in the Chino/Ontario basin. This region is now facing tremendous urbanization and development pressures. According to the San Bernardino County General Plan, the agricultural land is continually declining. According to the State of California, Department of Conservation, the County lost 47,000 cares of farmland from 1990 through 2002. Riverside County lost 50,000 acres in prime farmland over the same period.

For this analysis, CBRE performed an extensive internet/literature search relative to the economics of agricultural and dairy farming to understand the economic and other challenges to continued agriculture uses in the Inland Empire. CBRE also gathered relevant demographic, real estate and other economic data to illustrate historic and projected land use trends near Chino and the western Inland Empire.

There are many factors which demonstrate the infeasibility of agriculture production in Western Inland Empire, resulting in many dairy operators moving to Kern County.

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- Urbanization in the Inland Empire, resulting in dramatically increasing land prices,
- Higher water and labor costs;
- Environmental regulation (insects, odors, ground water contamination and solid waste removal) and,
- Competition from Kern County and the Central Valley with lower land costs and reduced regulations

1. **Increasing Land Values**
   Due to competing land uses, land prices have increased dramatically in the area in excess of $300,000 per acre. It has become more profitable for farmers to sell their land for a premium and relocate to a different area. The adoption of the Ontario Sphere of Influence General Plan in 1998, which provided for significant residential and commercial development, encouraged the farmers to sell their land and relocate.

2. **Conflicts between Urban Neighbors and Dairy Farms**
   The proximity of agriculture and urban development in the Inland Empire region bring with it many conflicts. There is an increase in the land use incompatibility with nuisance complaints from the urban neighbors regarding flies, farm odors, early morning noise, and also water and air pollution. The farmers also face pressures due to increased water and land-use restrictions.

3. **Increasingly Stringent Environmental Regulations**
   The Region 8 Water Board, which encompasses Chino/Ontario, was among the first to develop environmental regulations to control dairy operations, with increasing restrictions imposed in 1994, 1999 and 2004, as the proximity of urban neighborhoods, contamination of ground water and air pollution started raised more concerns.

4. **Competition from Central Valley**
   The dairy farmers in the Chino basin face stiff competition from the farmers in the Central Valley because of "high operating costs, including high feed costs and the cost of manure disposal" (Ontario Sphere of Influence General Plan, which is hereby incorporated by reference).

   A study published in Agriculture and Resource Economics Review in 2008 demonstrated the effect of environmental regulations over time and the growth in dairy industries, attributed to the cheap land and relatively weak regulations in the Central Valley.

   According to CDFA, milk production has declined by 55 percent in San Bernardino County between 2003 and 2007, while production increased by 88 percent in Kern County.

   Figures 1 and 2 on the following page show trends in the number of milk cows in the Central Valley (Region 5) as compared to the loss in Region 8 from 1980 to 2008.

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Figure: 1
Milk Cows in Counties of Region 5 Central Valley

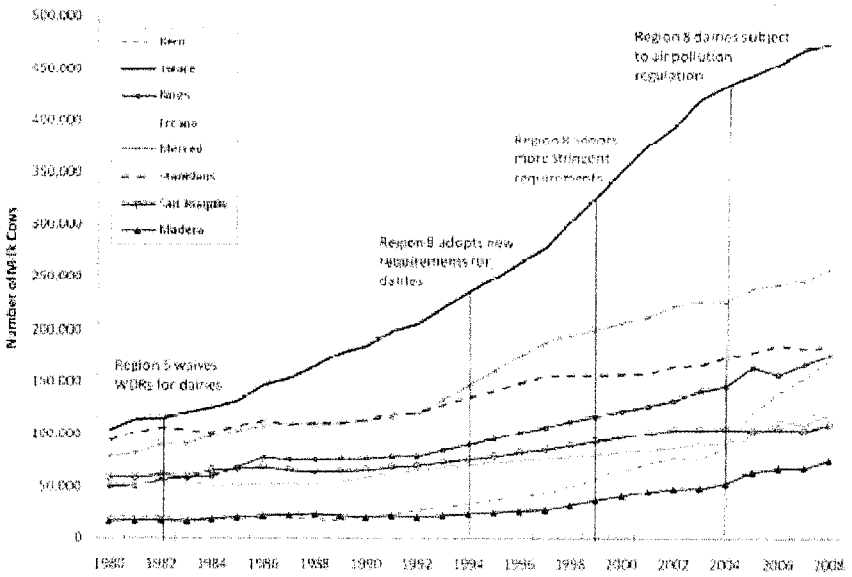

Source: Steeringer and Hogle, 2008

Figure: 2
Milk Cows in Region 8 – Inland Empire

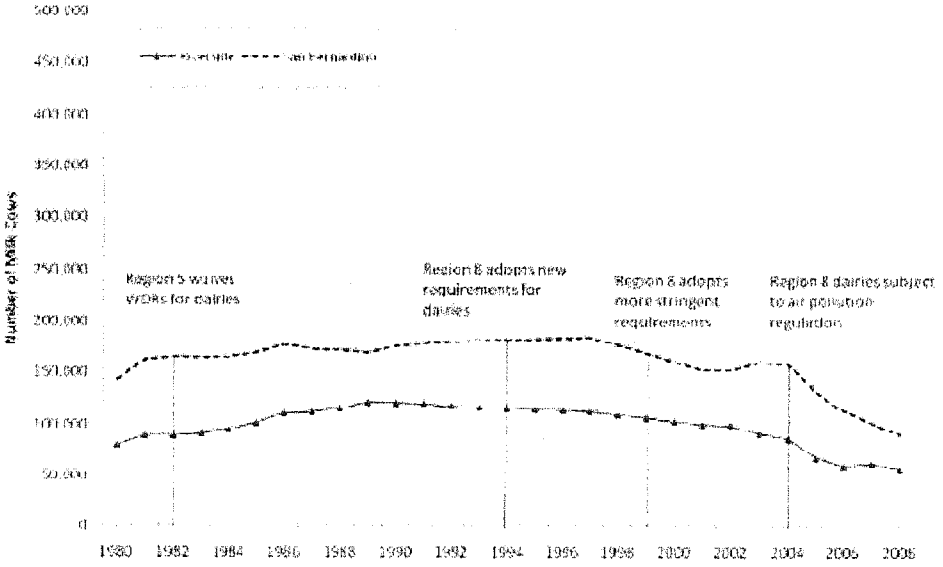

Source: Steeringer and Hogle, 2008

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The Central Valley farmers also face few development pressures as compared to the Chino area and they benefit from diverse farm economy, which is no longer present in the Chino basin. For example, the farmers use dairy waste to fertilize their own crops or of the neighbors. They also use agricultural waste from neighboring farms as feed. This reduces their waste disposal and feed costs.

5. Operating Costs

According to the CDFA, production costs in dairy industry have risen by 50 percent since 2002 in California, putting more pressure on dairy farmers to cut other costs. Figure 3 below shows the growth in cost of production per CWT from 2002 to 3rd quarter 2008.

Figure 3
Cost of Production in the California Dairy Industry

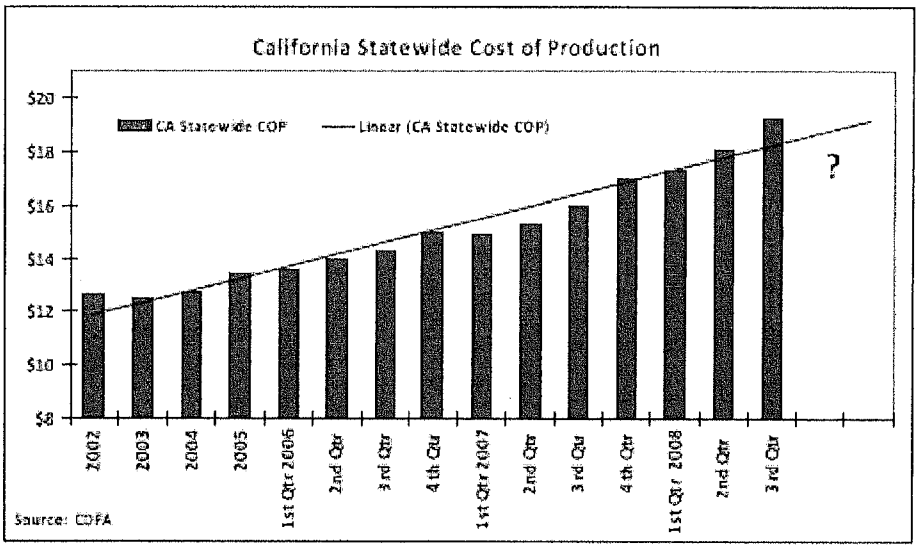

Source: California Department of Food and Agriculture, 2008

Labor Costs

There is a shortage of labor in the dairy industry. Many agricultural workers are looking for higher paying jobs in non-agricultural industries according to the CDFA, which makes it difficult for the dairy farmers to compete for labor and leads to increased labor costs.

The issue of immigration and compliance also leads to labor problems. As shown in Figure 4 there is significant difference in labor costs in the different milk-producing regions of California. In the chart, South Valley represents the counties of the Central Valley composed of Fresno, Kings, Tulare and Kern County. Overall labor costs are 25 percent higher in the Southern California region as compared to the statewide average.

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Figure 4 – Labor Costs, 2007

Labor Costs	North Coast	North Valley	South Valley	Southern California	2007 State Average
Per Hired Milker					
Hourly Cash Wage	$8.77	$10.29	$9.82	$12.38	$10.02
Hourly Perquisites (1)	1.84	2.24	0.95	1.49	1.40
Hourly Wage (2)	12.53	14.60	12.67	16.52	13.40
Per Hired Labor					
Hourly Cash Wage	8.87	10.88	11.36	13.79	11.18
Hourly Perquisites (1)	1.58	2.49	1.44	1.52	1.86
Hourly Wage (2)	12.40	15.56	14.94	18.18	15.21
Per All Hired					
Hourly Cash Wage	8.81	10.55	10.37	12.89	10.47
Hourly Wage (2)	12.48	15.03	13.48	17.12	14.10

(1) Includes Fair Market Value For Housing Supplied By Employer, Health Insurance, Meat, Etc.
(2) Includes Cash Wages, Perquisites, and Employment Taxes Paid by Employer

Source: *Cost of production, 2007, California Department of Food and Agriculture (CDFA)*

Water and Feed Costs
The San Bernardino County General Plan indicates that increasing cost of water is another reason for the conversion of agricultural land into other uses. Dairying itself does not need as much water, but increasing cost and lower supply of water affects the feed supply for dairy. Dairy producers rely on alfalfa produced in the state as the source for their feed supply. If production of alfalfa is curtailed, the dairy farmers will incur high costs in getting the feed from outside the area.

Waste Disposal Costs
It is estimated that the cows in Chino corrals[1] produce 500,000 tons of manure every year. With nearby farmland, encroached by urbanization, the cost of waste disposal increases, as distances to where the waste can be disposed increases, as well as the frequency of disposal that is required. As a result many farmers need to hire professional corral cleaners, which increases costs by up to $50,000 a year.

Commercial/Industrial and Residential Development Trends

With historic growth in commercial/industrial/residential demand throughout southern California over the past 50 years, there has been a consistent growth in residential and commercial/industrial development activity on former agricultural lands throughout Orange County, Los Angeles County and more recently into Riverside and San Bernardino County. Since 1990, the Inland Empire has seen population growth of over 1.5 million people, and it is projected to add another 75,000 people each year over the coming decade. In the City of Chino, there have been almost 4,000 new housing units

[1] An enclosure for confining livestock

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built since 2000, with median housing prices tripling by 2007 (still more than doubling after the dramatic 2008 market declines).

Industrial development in the West Inland Empire region has seen similar growth with inventory increasing by 40 percent, or 75 million square feet since 2000. In Chino the growth has been over 50 percent, with 13 million square feet built in past eight years.

As a result of these trends, average land prices in the Inland Empire have increased to over $300,000 per acre, which compares to Kern County land values of less than $50,000 per acre

See Appendix Exhibits A-1 through A-6 for detailed trends in Chino/Inland Empire population, employment, residential building permits, home prices, industrial markets and land prices. Exhibit A-7 illustrates land sales in Kern County over the past three years.

Conclusion

Agriculture is being been significantly impacted by numerous economic, political and regulatory factors. As a result over 100,000 acres of farmland has been taken out of service since 1990 and is being redeveloped for residential, commercial and industrial uses. With massively lower land costs and less regulation, dairy operators have been steadily moving out of the Inland Empire towards Central Valley, Barstow and Kern County.

Continued agricultural operations are not financially feasible in western San Bernardino County. Agricultural operations of all types will continue to decline as a result of the economic forces at work impacting land owners. Agricultural operator's business decisions to cease production in western San Bernardino County will continue to occur regardless of land use decisions made by local agencies. In other words, land designated for agricultural use has little impact on the continued declining agricultural trends in western San Bernardino County.

Respectfully submitted,

Thomas R. Jirovsky
Senior Managing Director

Attachment

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Exhibit A-1:

POPULATION, HOUSEHOLD & EMPLOYMENT TRENDS

City of Chino and Inland Empire Region, 1990 - 2028

	1990	2000	2008	2013	2018	2023	2028	
City of Chino								
Population	59,542	67,159	80,840	87,171	95,363	103,310	110,925	
Households	15,591	17,302	20,037	22,439	25,267	28,129	31,011	
Employment (1)	--	34,055	40,083	43,601	46,369	49,176	52,014	
Inland Empire								
Population	2,588,793	3,254,821	4,170,780	4,412,362	4,860,408	5,288,378	5,694,330	
Households	866,804	1,034,812	1,297,214	1,408,835	1,589,394	1,770,540	1,951,244	
Employment (1)	--	1,121,464	1,403,755	1,622,181	1,837,011	2,055,234	2,276,332	
Growth - #		**1990-2000**	**2000-08**	**2008-13**	**2013-18**	**2018-23**	**2023-28**	**2008-28 Total**
City of Chino								
Population		7,617	13,681	6,331	8,192	7,947	7,615	30,085
Households		1,711	2,735	2,402	2,828	2,862	2,882	10,974
Employment (1)		--	6,028	3,518	2,769	2,806	2,838	11,931
Inland Empire								
Population		666,028	915,959	241,582	448,046	427,970	405,952	1,523,550
Households		168,008	262,402	111,621	180,559	181,147	180,704	654,030
Employment (1)		--	282,291	218,426	214,830	218,223	221,097	872,577
Growth - % CAGR		**1990-2000**	**2000-08**	**2008-13**	**2013-18**	**2018-23**	**2023-28**	**2008-28**
City of Chino								
Population		1.2%	2.3%	1.5%	1.8%	1.6%	1.4%	1.6%
Households		1.0%	1.9%	2.3%	2.4%	2.2%	2.0%	2.2%
Employment (1)		--	2.1%	1.7%	1.2%	1.2%	1.1%	1.3%
Inland Empire								
Population		2.3%	3.1%	1.1%	2.0%	1.7%	1.5%	1.6%
Households		1.8%	2.9%	1.7%	2.4%	2.2%	2.0%	2.1%
Employment (1)		--	2.8%	2.9%	2.5%	2.3%	2.1%	2.4%

Sources: Southern California Association of Governments (SCAG); Claritas; and CBRE Consulting

(1) Daytime employment data available from the year 2000.

(2) Projections based on forecast growth rates in population, households and employment according to SCAG.

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Exhibit A-2:
RESIDENT EMPLOYMENT TRENDS BY INDUSTRY & OCCUPATION
US Census, 1990 and 2000

	City of Chino, California					Inland Empire Region, CA				
	1990		2000		Change	1990		2000		Change
	#	%	#	%	('90-'00)	#	%	#	%	('90-'00)
RESIDENT EMPLOYMENT BY INDUSTRY										
Agriculture, forestry, and fisheries	**995**	*4.0%*	**378**	*1.4%*	**-62.0%**	**36,314**	*3.4%*	**18,997**	*1.5%*	**-47.7%**
Construction	2,172	*8.6%*	1,904	*7.1%*	-12.3%	109,894	*10.2%*	105,268	*8.3%*	-4.2%
Manufacturing	5,062	*20.1%*	4,660	*17.3%*	-7.9%	161,282	*14.9%*	157,003	*12.4%*	-2.7%
Transportation, Communication & Utilities	1,921	*7.6%*	1,907	*7.1%*	-0.7%	79,357	*7.4%*	78,459	*6.2%*	-1.1%
Wholesale trade	1,148	*4.6%*	1,355	*5.0%*	18.0%	44,018	*4.1%*	48,574	*3.8%*	10.4%
Retail trade	4,324	*17.2%*	3,360	*12.5%*	-22.3%	191,714	*17.8%*	160,926	*12.7%*	-16.1%
Finance, insurance, and real estate	1,811	*7.2%*	1,772	*6.6%*	-2.2%	68,174	*6.3%*	71,208	*5.6%*	4.5%
Services	6,404	*25.4%*	10,402	*38.6%*	62.4%	333,481	*30.9%*	557,909	*44.1%*	67.3%
Public administration	1,344	*5.3%*	1,243	*4.6%*	-7.5%	55,394	*5.1%*	65,784	*5.2%*	18.8%
RESIDENT EMPLOYMENT BY OCCUPATION										
Managerial & professional specialty	5,777	*22.9%*	7,702	*28.5%*	33.3%	253,002	*23.4%*	353,835	*28.0%*	39.9%
Technical, sales, & administrative support	8,655	*34.4%*	7,920	*29.4%*	-8.5%	338,842	*31.4%*	343,542	*27.2%*	1.4%
Service occupations, excl. Farming	6,098	*24.2%*	3,649	*13.5%*	-40.2%	297,318	*27.5%*	210,174	*16.6%*	-29.3%
Farming, forestry, & fishing	**825**	*3.3%*	**230**	*0.9%*	**-72.1%**	**31,593**	*2.9%*	**12,539**	*1.0%*	**-60.3%**
Operators, fabricators, & laborers	3,826	*15.2%*	7,480	*27.7%*	95.5%	158,873	*14.7%*	344,038	*27.2%*	116.5%

Sources: US Census 1990 and 2000; and, CBRE Consulting

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Exhibit A-3:

RESIDENTIAL BUILDING PERMIT TRENDS

City of Chino and Inland Empire, 2003 - 2008 YTD

	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008 YTD (1)	Total
CITY OF CHINO											
Number of Units											
Single Family	208	97	213	290	133	461	548	1,530	270	233	3,983
2-4 Units	2	0	0	6	0	6	3	2	10	11	40
Over 5 Units	0	0	0	0	0	46	0	0	5	0	51
Total	**210**	**97**	**213**	**296**	**133**	**513**	**551**	**1,532**	**285**	**244**	**4,074**
INLAND EMPIRE											
Number of Units											
Single Family	18,776	18,824	23,588	29,876	35,965	43,029	43,911	33,001	15,807	5,723	268,500
2-4 Units	154	169	335	323	719	1,085	971	943	717	218	5,634
Over 5 Units	1,730	2,198	3,486	2,103	5,568	7,206	3,887	3,609	3,346	2,667	35,800
Total	**20,660**	**21,191**	**27,409**	**32,302**	**42,252**	**51,320**	**48,769**	**37,553**	**19,870**	**8,608**	**309,934**

Source: US Census Bureau; and CBRE Consulting

(1) Year-to-date figures are through November.

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Exhibit A-4:

SINGLE FAMILY DETACHED AND CONDOMINIUM RESALES AND MEDIAN PRICES

1999 - 2008 YTD

	1999	2000	2001	2002	2003	2004	2005	2006	2007	CAGR (1) 1999-2007	2008 YTD (2)
CITY OF CHINO											
Single Family Detached											
Number of Sales	771	742	734	824	807	812	892	638	383	-8.4%	390
Median Price	$165,000	$180,000	$200,000	$245,000	$293,000	$393,000	$468,000	$510,000	$493,000	14.7%	$348,828
Median Price per Sq. Ft.	$107	$117	$130	$150	$186	$242	$282	$316	$299	13.7%	$205
Condominium											
Number of Sales	176	177	249	227	270	297	249	199	114	-5.3%	75
Median Price	$89,000	$101,000	$213,000	$139,000	$172,000	$257,000	$350,000	$360,000	$349,000	18.6%	$220,000
INLAND EMPIRE (3)											
Single Family Detached											
Number of Sales	53,616	53,280	53,402	60,923	66,117	71,107	77,105	57,655	34,418	-5.4%	47,428
Median Price	$114,093	$127,093	$147,072	$169,301	$209,463	$279,000	$351,000	$384,000	$371,000	15.9%	$237,000
Median Price per Sq. Ft.	$80	$89	$100	$114	$139	$183	$225	$243	$219	13.4%	$129
Condominium											
Number of Sales	7,907	8,241	7,523	9,135	9,556	10,125	9,208	6,234	4,526	-6.7%	3,818
Median Price	$110,654	$125,616	$134,856	$156,656	$185,689	$246,000	$305,000	$324,000	$309,000	13.7%	$235,000

Source: DataQuick; and CBRE Consulting

(1) CAGR is the Compounded attached product.
(2) Through November of 2008.
(3) Counties of Riverside and San Bernardino.

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Exhibit A-5:

INDUSTRIAL MARKET TRENDS (Including Manufacturing, Warehouse/Distribution and Flex/R&D Space)

All Industrial Space, 2000 - 2008

Annual Trend by Market Area	SUPPLY				DEMAND				LEASE RATE
	Inventory Bldgs.	Inventory GLA (SF)	Vacancy Rate % (1)	SF Delivered	Availability Rate % (1)	Total Deals	Total SF Leased	SF Net Absorption	($/SF/Yr.) (1,2)
CITY OF CHINO									
2000	700	26,193,974	6.3%	1,324,718	6.2%	48	2,837,298	2,066,088	$4.22
2001	740	29,556,952	9.1%	3,356,978	7.0%	69	3,992,191	1,143,131	4.23
2002	746	30,987,160	9.5%	1,430,208	6.7%	62	1,837,843	2,333,176	4.22
2003	759	31,808,016	6.9%	840,856	5.3%	70	3,269,765	1,233,039	4.28
2004	810	34,244,597	5.8%	2,436,581	4.8%	58	2,298,219	2,646,719	4.05
2005	839	35,806,075	6.0%	1,561,478	3.2%	49	4,086,926	1,408,611	4.37
2006	890	36,983,611	4.1%	1,177,536	3.2%	90	2,519,670	1,741,256	4.89
2007	920	37,807,715	3.5%	824,104	1.9%	79	3,439,874	1,253,582	5.27
2008	940	39,388,723	3.8%	1,532,073	3.0%	92	1,272,884	236,914	5.62
Total				**14,484,532**		617	25,554,670	14,062,516	
INLAND EMPIRE - WEST									
2000	4,525	182,350,197	7.0%	11,832,057	6.0%	327	20,719,392	11,652,452	$4.33
2001	4,647	196,559,678	9.1%	14,229,605	7.0%	386	16,767,690	7,590,465	4.10
2002	4,733	205,652,089	9.7%	9,112,241	8.0%	449	14,359,710	10,426,034	4.07
2003	4,846	212,236,879	8.1%	6,616,190	6.9%	420	17,009,833	8,889,859	4.10
2004	5,020	221,351,863	6.7%	9,114,984	5.1%	520	15,696,199	11,621,860	4.16
2005	5,193	231,106,533	5.9%	9,754,670	4.1%	428	17,533,422	9,322,643	4.37
2006	5,354	241,718,326	6.6%	10,693,858	5.2%	556	14,797,337	7,318,331	4.76
2007	5,517	247,095,120	4.9%	5,357,915	3.5%	492	18,765,295	10,781,364	5.28
2008	5,605	256,069,663	7.0%	8,902,188	6.3%	656	12,466,952	(807,685)	5.50
Total				**85,613,708**		4,234	148,115,830	76,795,323	

Sources: Costar Group Inc., 2008; and, CBRE Consulting

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Exhibit A-6:

LAND SALES IN THE CITY OF CHINO

5+ Acres' Land Sales, 2005 - 2008

	Property Location		Property Characteristics				Sales Characteristics		
#	Address	Property Name	Land Improvements	Zoning	Acres	Land SF	Sale Date	Sale Price	$/ Acre
1	8649 Merrill Ave	Land			83.5	3,635,082	11/30/2006	$36,050,400	$432,000
2	8711 Pine Ave	Single Family Residence Site	Previously developed lot	LDR, Chino	51.3	2,233,321	4/17/2006	14,242,000	277,784
3	Bickmore Ave	Warehouse/distribution Site	Raw land	M2, Chino	33.2	1,444,014	10/4/2005	14,229,525	429,247
4	7851 Bickmore Ave	H & R Westra Dairy Land	Raw land	N/Av, Chino	27.7	1,206,612	6/30/2006	6,248,000	225,560
5	4619 Eucalyptus Ave	26.67 acres		C	26.7	1,161,745	11/9/2006	6,774,500	254,012
6	Riverside Dr	Single Family Residence Site	Not Available	N/Av, Chino	23.6	1,028,016	3/29/2006	4,250,000	180,085
7	Mountain Ave	M2 Zoned Acreage	Raw land	M2, Chino	19.1	832,919	11/4/2005	1,102,000	57,632
8	7850 Bickmore Ave	Mdr Zoned Land	None	MDR, Chino	18.8	817,246	10/5/2005	6,097,000	324,976
9	Kimball Ave	Lewis Preserve	Finished lot	PD, Chino	18.8	817,185	7/15/2005	11,300,000	602,346
10	4500 Chino Hills Pky	The Village At Chino Walk	Raw land	CO, Chino	12.8	558,439	2/10/2006	7,889,000	615,367
11	13945 Ramona Ave	Planned Industrial Development Site	Fully Improved Lot	M2, Chino	9.0	392,911	11/3/2005	935,000	103,659
12	7.19 Acres Mountain Ave				7.2	313,196	9/4/2007	725,000	100,835
13	15757 Mountain Ave				6.2	270,072	10/12/2006	5,075,000	818,548
14	Kimball Ave	58 Lot Condominums Site	Raw land	RD8, Chino	6.1	266,587	7/22/2005	7,431,000	1,214,217
15	12594 Roswell Ave		Previously developed lot	RD-20M	4.9	214,315	7/22/2005	1,100,000	223,577
16	13116-13142 Norton Ave	Residential Zoned Acreage		RS-1, SB County	4.8	211,004	9/19/2006	1,625,000	335,468
							Land Sales Avg.:		**$353,718**
							Land Sales Median:		**$301,380**

Sources: Costar Group Inc., 2008; and, CBRE Consulting

- The above is not an exhaustive list of sales. Only those sales greater than 5 acres in size with complete sale price information as reported by the Costar Group are presented.

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Exhibit A-7:

LAND SALES IN KERN COUNTY

Commercial, Industrial and Residential Land Sales, 2005 - 2008

	Property Location		Property Characteristics				Sales Characteristics		
#	Address in City of Chino	City	Property Name/Land Imp.	Zoning	Acres	Land SF	Sale Date	Sale Price	$/Acre
1	SE Elmo Hwy @ Elmo Hwy & Browning Rd	Mc Farland	Falcon Heights		135.0	5,880,600	11/15/2007	$2,142,000	$15,867
2	Pacheco Rd	Bakersfield	Vacant Land 67.57 Acres	M-3, Bakersfield	67.6	2,943,349	10/10/2008	2,500,000	36,999
3	1234 Willow Springs Rd	Mojave			40.0	1,742,400	12/19/2008	128,000	3,200
4	Scofield Rd	Wasco	Wasco Valley Rose - vacant land		40.0	1,742,400	9/29/2006	1,999,582	49,990
5	Mojave Tropical Rd	Rosamond			40.0	1,742,400	6/7/2007	335,000	8,375
6	NW Hanawalt Ave @ Hanawalt & Mast Ave	Mc Farland	Sierra Springs		38.2	1,665,655	11/15/2007	599,000	15,665
7	16701 Brimhall Rd	Bakersfield		E-1 RS, Bakersfield	35.0	1,524,164	12/7/2007	2,000,000	57,159
8	17174 Highway 14	Mojave		M-2	34.4	1,496,286	2/22/2008	550,000	16,012
9	4057-4061 Industrial Pky	Lebec	Tejon Industrial Complex - Bldg. U.C.		23.8	1,034,550	7/1/2008	2,500,000	105,263
10	College Heights Blvd @ Kendall Avenue	Ridgecrest	Villas at College Heights		22.7	988,812	3/22/2007	2,300,000	101,322
11	Stockdale Hwy @ Heath	Bakersfield		Commercial	20.0	871,200	5/1/2007	3,600,000	180,000
12	Archibald Ave	Maricopa	Parcel 4		20.0	871,200	4/20/2007	165,000	8,250
13	Johnson Rd @ Driver	Bakersfield		A-1	20.0	871,200	9/11/2007	1,000,000	50,000
14	Wheeler Ridge Rd @ Creekside Dr.	Arvin	Wheeler Ridge Site		19.5	847,242	11/17/2008	379,990	19,537
15	132 White Ln	Bakersfield	3 Buildings apx 2,555 SF	Light Industrial	15.5	673,002	11/28/2007	1,300,000	84,142
16	Avenue A & 120th W	Rosamond	no zoning restrictions		14.5	631,620	1/24/2007	125,000	8,621
17	Henry Rd	Taft		M-2	14.3	620,730	2/5/2008	505,000	35,439
18	NWC McCutchen & Gosford Rd	Bakersfield		C2	10.0	435,600	6/15/2007	2,275,000	227,500
19	Compagnoni St	Bakersfield			10.0	435,600	9/21/2007	650,000	65,000
20	Mercedes Blvd	California City	10 Acres	R2.5	10.0	435,600	5/4/2007	25,000	2,500
21	Redrock Randsburg Rd	North Edwards	Vacant Land-10 Acres		10.0	435,600	5/26/2006	20,000	2,000
22	Eucalyptus Dr (2 Properties)	Bakersfield	Multi-Property Sale		9.6	418,176	11/9/2007	980,000	102,083
23	5901 Mills Rd	Bakersfield	Mills Road Land		8.8	381,150	9/12/2007	820,000	93,714
24	S China Lake Blvd @ Bowmen Ave.	Ridgecrest	NEC of S. China Lake @ Bowman	GC, Ridgecrest	6.9	302,306	7/3/2008	1,500,000	216,139
25	1245 Kern St	Taft			6.4	279,655	8/31/2007	200,000	31,153
26	N Norma St @ West Ward Avenue	Ridgecrest		R-2	6.0	259,618	10/4/2006	420,000	70,470
27	W Day Ave @ Airport Drive	Bakersfield			5.8	250,470	10/4/2007	1,300,000	226,087
				Residential Land Sales Avg.:					**$44,347**
				Residential Land Sales Median:					**$49,990**

Sources: Costar Group Inc., 2008; and, CBRE Consulting

- The above is not an exhaustive list of sales. Only those sales greater than 5 acres in size with complete sale price information as reported by the Costar Group are presented.

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March 18, 2009

Matt Englhard
Regional Development Officer
First Industrial Realty Trust, Inc.
114 Pacifica, Suite 220
Irvine, CA 92618

Re: Economic Viability of Agriculture in the East Inland Empire

Dear Mr. Englhard:

Per your request CBRE Consulting has examined the economic and market trends affecting agriculture operations throughout California, with particular attention to the specific challenges relative to the communities of Perris and Sun City in eastern Riverside County area of the Inland Empire.

Founded in 1978 as Sedway Group, CBRE Consulting is a nationally recognized full-service real estate and urban economics consulting firm with offices in Los Angeles and San Francisco. CBRE brings a multi-disciplined approach to property evaluation of all major land use types. CBRE specializes in real estate market analysis, economic development studies for residential, commercial and industrial projects throughout California and the western United States.

BACKGROUND

The Inland Empire once held the largest concentration of dairies and supporting agriculture (e.g., alfalfa farming) in the world. This region is now facing tremendous urbanization and development pressures. The agricultural land is continually declining in the Inland Empire. According to the State of California, Department of Conservation, Riverside County lost 50,000 acres of farmland from 1990 through 2002. San Bernardino County lost 47,000 acres in prime farmland over the same period.

For this analysis, CBRE performed an extensive internet/literature search relative to the economics of agricultural and dairy farming to understand the economic and other challenges to continued agriculture uses in the Inland Empire. CBRE also gathered relevant demographic, real estate and other economic data to illustrate historic and projected land use trends near Perris and the eastern Inland Empire.

There are many factors which demonstrate the infeasibility of agriculture production in Eastern Inland Empire, resulting in many dairy operators and supporting agricultural operations moving to Kern County.

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- Urbanization in the Inland Empire, resulting in dramatically increasing land prices,
- Higher water and labor costs;
- Environmental regulation (insects, odors, ground water contamination and solid waste removal) and,
- Competition from Kern County and the Central Valley with lower land costs and reduced regulations

1. **Increasing Land Values**
   Due to competing land uses, land prices have increased dramatically in the area in excess of $250,000 per acre. It has become more profitable for farmers to sell their land for a premium and relocate to a different area. The adoption of various General Plans in the Inland Empire emphasizing significant residential and commercial development have also encouraged the farmers to sell their land and relocate.

2. **Conflicts between Urban Neighbors and Dairy Farms**
   The proximity of agriculture and urban development in the Inland Empire region bring with it many conflicts. There is an increase in the land use incompatibility with nuisance complaints from the urban neighbors regarding flies, farm odors, early morning noise, and also water and air pollution. The farmers also face pressures due to increased water and land-use restrictions.

3. **Increasingly Stringent Environmental Regulations**
   The Region 8 Water Board, which encompasses Perris, was among the first to develop environmental regulations to control dairy operations, with increasing restrictions imposed in 1994, 1999 and 2004, as the proximity of urban neighborhoods, contamination of ground water and air pollution started raised more concerns.

4. **Competition from Central Valley**
   The dairy farmers in the Inland Empire face stiff competition from the farmers in the Central Valley because of high operating costs, including high feed costs and the cost of manure disposal.

   A study published in Agriculture and Resource Economics Review in 2008 demonstrated the effect of environmental regulations over time and the growth in dairy industries, attributed to the cheap land and relatively weak regulations in the Central Valley.

   According to CDFA, milk production has declined by approximately 45 percent in Riverside County between 2002 and 2007, while production increased by 88 percent in Kern County.

   Figures 1 and 2 on the following page show trends in the number of milk cows in the Central Valley (Region 5) as compared to the loss in Region 8 from 1980 to 2008.

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Figure: 1
Milk Cows in Counties of Region 5 Central Valley

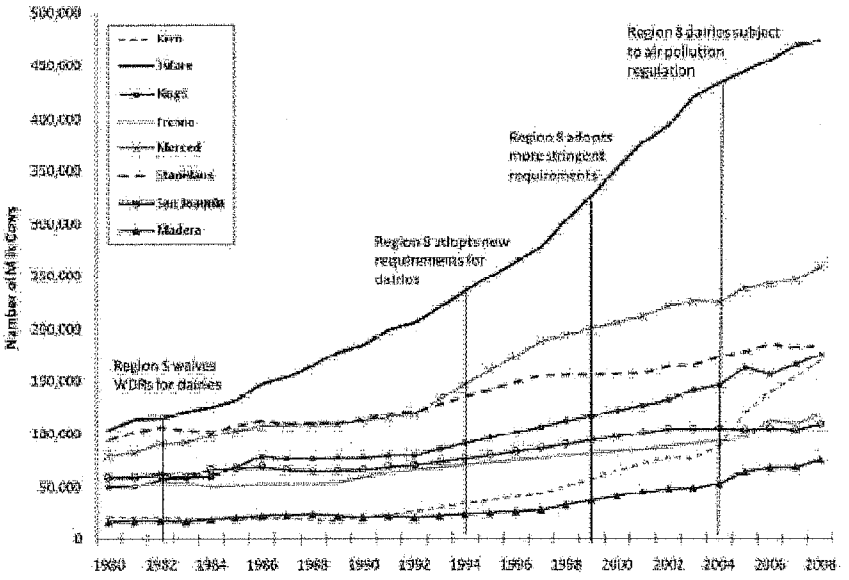

Source: Steeringer and Hogle, 2008

Figure: 2
Milk Cows in Region 8 – Inland Empire

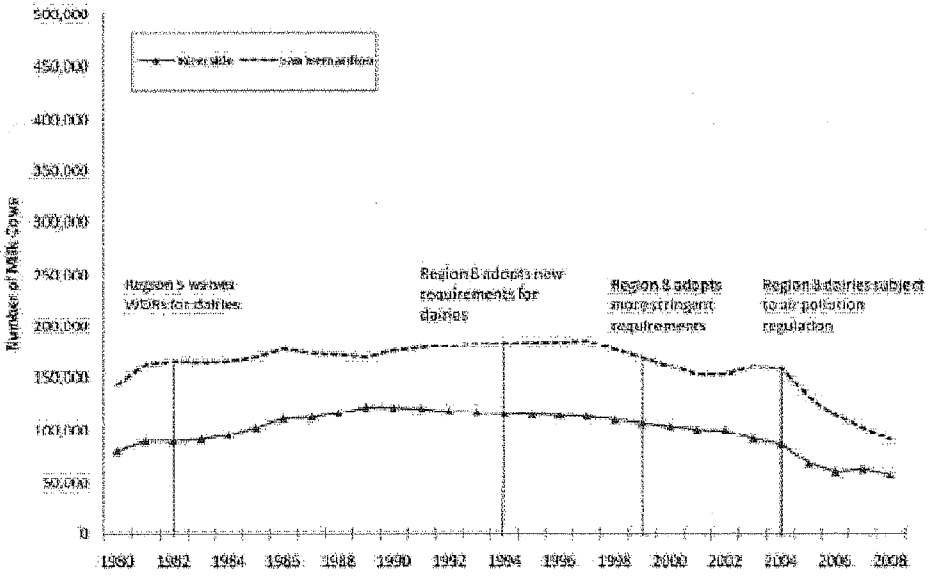

Source: Steeringer and Hogle, 2008

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The Central Valley farmers also face few development pressures as compared to the Inland Empire and they benefit from diverse farm economy. For example, the farmers use dairy waste to fertilize their own crops or of the neighbors. They also use agricultural waste from neighboring farms as feed. This reduces their waste disposal and feed costs.

5. Operating Costs

According to the CDFA, production costs in dairy industry have risen by 50 percent since 2002 in California, putting more pressure on dairy farmers to cut other costs. Figure 3 below shows the growth in cost of production per CWT from 2002 to 3rd quarter 2008.

Figure 3
Cost of Production in the California Dairy Industry

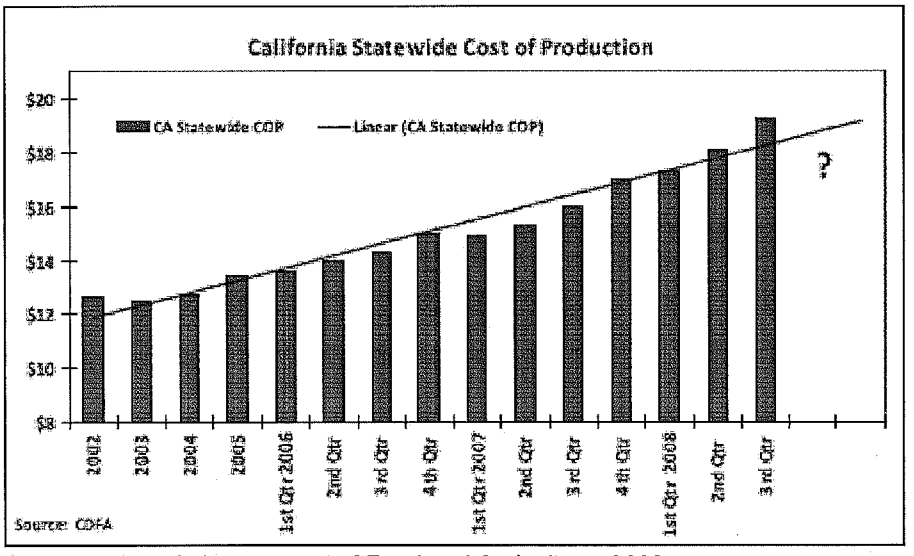

Source: California Department of Food and Agriculture, 2008

Labor Costs

There is a shortage of labor in the dairy industry. Many agricultural workers are looking for higher paying jobs in non-agricultural industries according to the CDFA, which makes it difficult for the dairy farmers to compete for labor and leads to increased labor costs.

The issue of immigration and compliance also leads to labor problems. As shown in Figure 4 there is significant difference in labor costs in the different milk-producing regions of California. In the chart, South Valley represents the counties of the Central Valley composed of Fresno, Kings, Tulare and Kern County. Overall labor costs are 25 percent higher in the Southern California region as compared to the statewide average.

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Figure 4 – Labor Costs, 2007

Labor Costs	North Coast	North Valley	South Valley	Southern California	2007 State Average
Per Hired Milker					
Hourly Cash Wage	$8.77	$10.29	$9.82	$12.38	$10.02
Hourly Perquisites (1)	1.84	2.24	0.95	1.49	1.40
Hourly Wage (2)	12.53	14.60	12.67	16.52	13.40
Per Hired Labor					
Hourly Cash Wage	8.87	10.88	11.36	13.79	11.18
Hourly Perquisites (1)	1.58	2.49	1.44	1.52	1.86
Hourly Wage (2)	12.40	15.56	14.94	18.18	15.21
Per All Hired					
Hourly Cash Wage	8.81	10.55	10.37	12.89	10.47
Hourly Wage (2)	12.48	15.03	13.48	17.12	14.10

(1) Includes Fair Market Value For Housing Supplied By Employer, Health Insurance, Meat, Etc.
(2) Includes Cash Wages, Perquisites, and Employment Taxes Paid by Employer

Source: *Cost of production, 2007, California Department of Food and Agriculture (CDFA)*

Water and Feed Costs
Increasing cost of water is another reason for the conversion of agricultural land into other uses. Dairying itself does not need as much water, but increasing cost and lower supply of water affects the feed supply for dairy. Dairy producers rely on alfalfa produced in the state as the source for their feed supply. If production of alfalfa is curtailed, the dairy farmers will incur high costs in getting the feed from outside the area.

Waste Disposal Costs
The livestock at dairy farms produce significant tonnage of manure every year. With nearby farmland, encroached by urbanization, the cost of waste disposal increases, as distances to where the waste can be disposed increases, as well as the frequency of disposal that is required. As a result many farmers need to hire professional corral cleaners, which increases costs by up to $50,000 a year.

Commercial/Industrial and Residential Development Trends

With historic growth in commercial/industrial/residential demand throughout southern California over the past 50 years, there has been a consistent growth in residential and commercial/industrial development activity on former agricultural lands throughout Orange County, Los Angeles County and more recently into Riverside and San Bernardino County. Since 1990, the Inland Empire has seen population growth of over 1.5 million people, and it is projected to add another 75,000 people each year over the coming decade. In the City of Perris, there have been almost 4,500 new housing units built since 2000, with median housing prices more than tripling by 2007, and still nearly doubling after the dramatic 2008 market declines.

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Industrial development in the East Inland Empire region has seen similar growth with inventory increasing by 60 percent, or 92 million square feet since 2000. In Perris the growth has been nearly 100 percent, with 5 million square feet built in past eight years.

As a result of these trends, average land prices in the Inland Empire have increased to over $250,000 per acre, which compares to Kern County land values of less than $50,000 per acre

See Appendix Exhibits A-1 through A-6 for detailed trends in Perris/Inland Empire population, employment, residential building permits, home prices, industrial markets and land prices. Exhibit A-7 illustrates land sales in Kern County over the past three years.

Conclusion

Agriculture is being been significantly impacted by numerous economic, political and regulatory factors. As a result over 100,000 acres of farmland has been taken out of service since 1990 and is being redeveloped for residential, commercial and industrial uses. With lower land costs and less regulation, dairy operators and supporting agricultural uses such as dry farming and alfalfa production have been steadily moving out of the Inland Empire towards Central Valley, Barstow and Kern County.

Continued agricultural operations are not financially feasible in the Perris/eastern Riverside County region. Agricultural operations of all types will continue to decline as a result of the economic forces at work impacting land owners. Agricultural operator's business decisions to cease production will continue to occur regardless of land use decisions made by local agencies. In other words, land designated for agricultural use has little impact on the continued declining agricultural trends in Perris/eastern Riverside County.

Respectfully submitted,

Thomas R. Jirovsky
Senior Managing Director

Attachment

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Exhibit A-1:

POPULATION, HOUSEHOLD & EMPLOYMENT TRENDS

City of Perris and Inland Empire Region, 1990 - 2029

	1990	2000	2009	2014	2019	2024	2029	
City of Perris								
Population	22,202	36,189	54,592	62,440	69,956	77,175	83,601	
Households	6,848	9,652	14,160	16,300	18,032	19,808	21,616	
Employment (1)	--	11,715	17,332	19,042	20,108	22,194	24,810	
Inland Empire								
Population	2,588,793	3,254,821	4,170,780	4,505,315	4,950,365	5,373,155	5,774,903	
Households	866,804	1,034,812	1,297,214	1,445,415	1,626,549	1,807,342	1,988,035	
Employment (1)	--	1,121,464	1,450,397	1,665,604	1,881,342	2,099,942	2,321,648	
Growth - #		**1990-00**	**2000-09**	**2009-14**	**2014-19**	**2019-24**	**2024-29**	**2009-29 Total**
City of Perris								
Population		13,987	18,403	7,848	7,516	7,219	6,426	29,009
Households		2,804	4,508	2,140	1,732	1,776	1,808	7,456
Employment (1)		--	5,617	1,710	1,066	2,086	2,616	7,478
Inland Empire								
Population		666,028	915,959	334,535	445,050	422,791	401,748	1,604,123
Households		168,008	262,402	148,201	181,134	180,793	180,693	690,821
Employment (1)		--	328,933	215,207	215,738	218,600	221,706	871,251
Growth - % CAGR		**1990-00**	**2000-09**	**2009-14**	**2014-19**	**2019-24**	**2024-29**	**2009-29**
City of Perris								
Population		5.0%	4.7%	2.7%	2.3%	2.0%	1.6%	2.2%
Households		3.5%	4.4%	2.9%	2.0%	1.9%	1.8%	2.1%
Employment (1)		--	4.4%	1.9%	1.1%	2.0%	2.3%	1.8%
Inland Empire								
Population		2.3%	2.8%	1.6%	1.9%	1.7%	1.5%	1.6%
Households		1.8%	2.5%	2.2%	2.4%	2.1%	1.9%	2.2%
Employment (1)		--	2.9%	2.8%	2.5%	2.2%	2.0%	2.4%

Sources: Southern California Association of Governments (SCAG); Claritas; and CBRE Consulting

(1) Daytime employment data available from the year 2000.

(2) Projections based on forecast growth rates in population, households and employment according to SCAG.

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Exhibit A-2:

RESIDENT EMPLOYMENT TRENDS BY INDUSTRY & OCCUPATION

US Census, 1990 and 2000

	City of Perris, California					Inland Empire Region, CA				
	1990		2000		Change	1990		2000		Change
	#	%	#	%	('90-'00)	#	%	#	%	('90-'00)
RESIDENT EMPLOYMENT BY INDUSTRY										
Agriculture, forestry, and fisheries	**389**	*5.0%*	**97**	*0.8%*	**-75.1%**	**36,314**	*3.4%*	**18,997**	*1.5%*	**-47.7%**
Construction	965	*12.4%*	1,352	*11.3%*	40.1%	109,894	*10.2%*	105,268	*8.3%*	-4.2%
Manufacturing	1,668	*21.4%*	2,233	*18.7%*	33.9%	161,282	*14.9%*	157,003	*12.4%*	-2.7%
Transportation, Communication & Utilities	484	*6.2%*	634	*5.3%*	31.0%	79,357	*7.4%*	78,459	*6.2%*	-1.1%
Wholesale trade	242	*3.1%*	474	*4.0%*	95.9%	44,018	*4.1%*	48,574	*3.8%*	10.4%
Retail trade	1,274	*16.3%*	1,563	*13.1%*	22.7%	191,714	*17.8%*	160,926	*12.7%*	-16.1%
Finance, insurance, and real estate	400	*5.1%*	408	*3.4%*	2.0%	68,174	*6.3%*	71,208	*5.6%*	4.5%
Services	2,019	*25.9%*	4,653	*39.0%*	130.5%	333,481	*30.9%*	557,909	*44.1%*	67.3%
Public administration	357	*4.6%*	520	*4.4%*	45.7%	55,394	*5.1%*	65,784	*5.2%*	18.8%
RESIDENT EMPLOYMENT BY OCCUPATION										
Managerial & professional specialty	1,357	*17.4%*	2,110	*17.7%*	55.5%	253,002	*23.4%*	353,835	*28.0%*	39.9%
Technical, sales, & administrative support	2,042	*26.2%*	2,967	*24.9%*	45.3%	338,842	*31.4%*	343,542	*27.2%*	1.4%
Service occupations, excl. Farming	2,327	*29.8%*	2,071	*17.4%*	-11.0%	297,318	*27.5%*	210,174	*16.6%*	-29.3%
Farming, forestry, & fishing	**345**	*4.4%*	**52**	*0.4%*	**-84.9%**	**31,593**	*2.9%*	**12,539**	*1.0%*	**-60.3%**
Operators, fabricators, & laborers	1,727	*22.1%*	4,734	*39.7%*	174.1%	158,873	*14.7%*	344,038	*27.2%*	116.5%

Sources: US Census 1990 and 2000; and, CBRE Consulting

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Exhibit A-3:

RESIDENTIAL BUILDING PERMIT TRENDS

City of Perris and Inland Empire, 10-Year Trends

	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	Total
CITY OF PERRIS											
Number of Units											
Single Family	186	9	145	492	1,269	1,573	1,746	812	599	107	6,938
2-4 Units	4	8	0	0	0	0	0	0	0	0	12
Over 5 Units	76	62	0	186	0	0	0	0	96	0	420
Total	**266**	**79**	**145**	**678**	**1,269**	**1,573**	**1,746**	**812**	**695**	**107**	**7,370**
INLAND EMPIRE											
Number of Units											
Single Family	18,776	18,824	23,588	29,876	35,965	43,029	43,911	33,001	15,807	5,723	268,500
2-4 Units	154	169	335	323	719	1,085	971	943	717	218	5,634
Over 5 Units	1,730	2,198	3,486	2,103	5,568	7,206	3,887	3,609	3,346	2,667	35,800
Total	**20,660**	**21,191**	**27,409**	**32,302**	**42,252**	**51,320**	**48,769**	**37,553**	**19,870**	**8,608**	**309,934**

Source: US Census Bureau; and CBRE Consulting

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CBRE
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Exhibit A-4:
SINGLE FAMILY DETACHED AND CONDOMINIUM RESALES AND MEDIAN PRICES
1999 - 2008 YTD

	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	CAGR(1) 1999-2008
CITY OF PERRIS											
Single Family Detached											
Number of Sales	1,042	970	919	976	1,069	1,166	1,657	1,466	638	1,670	5.4%
Median Price	$81,246	$94,597	$116,899	$133,884	$170,564	$241,973	$326,336	$372,010	$348,354	$183,635	9.5%
Median Price per Sq. Ft.	$62	$72	$87	$101	$126	$178	$224	$240	$207	$96	5.1%
Condominium											
Number of Sales	0	0	0	0	1	0	0	0	0	6	n.a.
Median Price	$0	$0	$0	$0	$140	$0	$0	$0	$0	$138	n.a.
INLAND EMPIRE (2)											
Single Family Detached											
Number of Sales	53,616	53,280	53,402	60,923	66,117	71,107	77,105	57,655	34,418	53,947	0.1%
Median Price	$114,093	$127,093	$147,072	$169,301	$209,463	$279,000	$351,000	$384,000	$371,000	$231,000	8.2%
Median Price per Sq. Ft.	$80	$89	$100	$114	$139	$183	$225	$243	$219	$125	5.0%
Condominium											
Number of Sales	7,907	8,241	7,523	9,135	9,556	10,125	9,208	6,234	4,526	4,095	-7.1%
Median Price	$110,654	$125,616	$134,856	$156,656	$185,689	$246,000	$305,000	$324,000	$309,000	$220,000	7.9%

Source: DataQuick; and CBRE Consulting

(1) CAGR is the Compounded annual growth rate.
(2) Counties of Riverside and San Bernardino.

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Exhibit A-5:

INDUSTRIAL MARKET TRENDS (Including Manufacturing, Warehouse/ Distribution and Flex/ R&D Space)

All Industrial Space, 2000 - 2008

Annual Trend by Market Area	SUPPLY				DEMAND				LEASE RATE ($/SF/Yr.) (1,2)
	Inventory Bldgs.	Inventory GLA (SF)	Vacancy Rate % (1)	SF Delivered	Availability Rate % (1)	Total Deals	Total SF Leased	SF Net Absorption	
CITY OF PERRIS SUB-MARKET									
2000	141	5,373,641	0.6%	38,110	0.6%	1	1,272,500	51,860	$4.88
2001	146	7,076,631	1.7%	1,702,990	1.6%	1	20,350	1,606,362	5.64
2002	146	7,076,631	2.1%	0	1.4%	2	115,960	5,509	4.68
2003	147	7,125,503	2.2%	48,872	2.2%	2	65,303	28,429	5.11
2004	150	7,381,220	1.0%	255,717	0.7%	0	17,800	367,551	n.a.
2005	153	7,595,862	0.9%	214,642	0.9%	2	2,500	165,460	n.a.
2006	157	7,663,213	1.3%	67,351	1.3%	3	3,458	4,173	5.72
2007	175	9,666,032	8.8%	2,002,819	8.7%	5	1,760,642	1,768,468	7.08
2008	206	10,458,307	11.1%	792,275	11.1%	13	38,674	(339,813)	6.74
Total				**5,122,776**		29	3,297,187	3,657,999	
INLAND EMPIRE - EAST MARKET									
2000	5,002	150,133,588	3.9%	6,630,360	3.6%	312	10,892,596	7,668,578	$6.50
2001	5,076	157,202,306	3.9%	7,068,718	3.1%	355	7,684,689	6,501,787	4.68
2002	5,182	161,820,506	4.3%	4,582,653	3.8%	404	6,636,531	2,394,637	4.57
2003	5,269	167,822,636	5.0%	6,098,659	4.3%	387	9,055,454	5,240,209	4.59
2004	5,470	176,211,830	4.6%	8,389,194	3.1%	500	8,017,923	9,626,436	4.98
2005	5,725	188,313,075	4.6%	12,120,753	3.6%	470	7,611,452	8,938,859	5.01
2006	6,055	208,029,558	7.5%	19,691,663	5.7%	545	13,195,412	13,006,436	5.90
2007	6,291	226,876,355	8.4%	18,563,797	7.5%	624	17,026,809	16,405,909	6.28
2008	6,541	242,869,862	13.0%	15,234,949	12.0%	996	12,632,717	1,932,294	5.71
Total				**98,380,746**		4,593	92,753,583	71,715,145	

Sources: Costar Group Inc., 2008; and, CBRE Consulting

(1) The sub-market is defined as a 5-mile radius from the City Hall and includes the entire City of Perris.

(2) Inland Empire East market, which comprises the City of Perris per Costar definition, also includes the Coachella Valley, Corona, East San Bernardino, Riverside, South Riverside and Outlying San Bernardino sub-markets.

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Exhibit A-6:

LAND SALES IN THE CITY OF PERRIS SUB-MARKET

5+ Acres Land Sales, 2006 - 2009

	Property Location		Property Characteristics					Sales Characteristics		
#	Address	Property Name	Land Improvements	Type	Zoning	Acres	Land SF	Sale Date	Sale Price	$/ Acre
1	Lukens Ln			Commercial	M3	36.7	1,599,087	9/21/2007	$500,000	$13,620
2	Nuevo Rd @ I-215	Nuevo & A St.		Commercial		6.0	261,360	7/27/2007	1,833,000	305,500
3	Dawson Rd @ San Jacinto			Commercial	RR	14.4	628,570	6/13/2007	1,734,000	120,166
4	Ethanac Rd @ McPherson r	5.0 Acres		Commercial	Commercial Commuity	5.0	217,800	5/17/2007	1,250,000	250,000
5	Nuevo Rd @ I-215	Nuevo & A St.		Commercial		6.0	261,360	5/10/2007	653,400	108,900
6	Morgan St	Hold For Development Site	Raw land	Commercial	CC, Perris	6.2	268,329	2/7/2007	1,895,000	307,631
7	9.24 acres Nuevo Rd	Vacant Land	None	Commercial	LI	9.2	402,494	1/24/2007	1,600,000	173,160
8	Old Nuevo Rd @ Perris Blvd		None	Commercial	C1	7.8	341,510	1/2/2007	4,960,000	632,654
9	23040 Rider St			Commercial		7.3	318,423	12/7/2006	875,000	119,699
10	Palomar Rd @ McLaughlin Rd			Commercial		18.2	794,098	11/15/2006	1,700,000	93,253
11	23641 Placentia Ave	Zoned Acreage	Not Available	Commercial	RR	9.5	412,077	9/5/2006	900,000	95,138
12	Redlands Ave	Sp Zoned Acreage	Raw land	Commercial	SP, Perris	20.7	901,774	8/25/2006	3,500,000	169,067
13	Citrus Ave	CC Zoned Acreage	Raw land	Commercial	CC, Perris	38.4	1,670,765	6/29/2006	7,087,000	184,771
14	Cajalco Rd	Acreage	Raw land	Commercial	N/Av, Riverside Co.	13.3	580,219	6/14/2006	2,800,000	210,210
15	23772 Water St	Indacochea Sheep Farm	Not Available	Commercial	N/Av	9.7	420,354	6/6/2006	1,650,000	170,984
16	28067 State Highway 74	Rr Zoned Acreage	Raw land	Commercial	RR, Riverside Co.	5.2	227,383	5/23/2006	1,275,000	244,253
17	Markham St	Unknown Site	Raw land	Commercial	A102, Riverside	9.7	422,967	3/3/2006	1,150,000	118,435
								Commercial Average:		**$158,336**
								Commercial Median:		**$170,984**
18	Mountain Ave	Future Cemex Location		Industrial	GI	5.0	218,235	12/5/2008	1,819,837	363,242
19	355 W Markham St	22.25 acres		Industrial	RA	22.4	977,050	5/20/2008	5,446,960	242,843
20	24390 Nuevo Rd		None	Industrial	IP	6.0	261,360	11/8/2007	1,090,000	181,667
21	Rider St @ Redlands Ave	17.1 Acres		Industrial	M1, RA	17.1	744,876	6/26/2007	3,550,000	207,602
22	Webster Ave @ Morgan St	6.0-Acres Vacant Land		Industrial		6.0	261,360	3/9/2007	1,895,000	315,833
23	24345 Citrus Ave	First Park Nuevo Rd Phase I	None	Industrial	M-H	16.2	707,414	3/9/2007	6,366,730	392,040
24	23121 Cajalco Rd	6.91 ac		Industrial	MSC	6.9	300,999	11/20/2006	2,521,500	364,907
25	Mountain Ave	Finished Land Parcels		Industrial	GI	19.2	838,094	10/4/2006	4,350,000	226,092
26	Cajalco Expy @ 215 Freew	10.42 Acre Industrial Park Site		Industrial	M-SC, Riverside	10.4	453,895	9/13/2006	2,500,000	239,923
27	24475 Markham St	Planned Industrial Development Site	Previously developed lot	Industrial	LI, Perris	9.1	396,901	7/18/2006	2,778,000	304,886
28	Ramona Expy	Planned Industrial Development Site	Raw land	Industrial	LI, Perris	9.2	399,880	7/12/2006	1,999,500	217,811
29	Indian Ave	Planned Industrial Development Site	Raw land	Industrial	MSC, Perris	8.4	366,661	6/30/2006	2,099,500	249,424
30	Perry St	Planned Unit Development Site	Raw land	Industrial	LI, Perris	9.1	396,901	6/30/2006	1,954,000	214,452
31	4244 Perry St	Planned Industrial Development Site	Raw land	Industrial	LI, Perris	18.2	793,798	6/30/2006	5,562,000	305,217
32	24392 Nance St	Auto Salvage Yard Site	Raw land	Industrial	GI, Perris	9.1	395,960	6/14/2006	2,079,000	228,713
33	Perry St	Planned Unit Development Site	Raw land	Industrial	LI, Perris	8.8	384,634	6/9/2006	2,308,000	261,382
34	Markham St	Planned Unit Development Site	Raw land	Industrial	LI, Perris	9.1	396,901	5/31/2006	2,600,000	285,351
35	Harvill Ave	M-Sc Zoned Acreage	Raw land	Industrial	L1	20.8	903,870	5/9/2006	3,358,500	161,855
36	Mapes Rd	Gi Zoned Acreage	Raw land	Industrial	GI, Perris	5.9	258,746	5/8/2006	1,113,000	187,374
37	Rider St	Planned Industrial Development Site	Raw land	Industrial	LI, Perris	16.3	709,592	3/15/2006	3,550,000	217,925
								Industrial Average:		**$252,529**
								Industrial Median:		**241,383**

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Exhibit A-6: ..... Continued.....

LAND SALES IN THE CITY OF PERRIS SUB-MARKET

5+ Acres' Land Sales, 2006 - 2009

	Property Location		Property Characteristics					Sales Characteristics		
#	Address	Property Name	Land Improvements	Type	Zoning	Acres	Land SF	Sale Date	Sale Price	$/ Acre
38	Barnett Rd @ McLughlin Road			Residential	RR	42.3	1,842,587	11/14/2006	4,600,000	108,747
39	Evans Rd			Residential		12.8	558,874	9/27/2006	885,000	68,979
40	Evans Rd	R6000 Zoned Acreage	Raw land	Residential	R6000	12.8	558,874	8/25/2006	885,500	69,018
41	Nuevo Rd	A1 Zoned Acreage	Not Available	Residential	CC & R14	29.8	1,298,523	5/24/2006	2,700,000	90,574
42	Dockery Ln	Residential Zoned Acreage	Raw land	Residential	N/Av, Perris	6.0	259,617	4/19/2006	1,050,000	176,175
43	Dockery Ln	Residential Zoned Acreage	Raw land	Residential	N/Av, Perris	9.7	420,789	4/19/2006	1,750,000	181,160
								Residential Average:		**$104,687**
								Residential Median:		**99,660**
								All Land Sales Average:		**$186,228**
								All Land Sales Median:		**210,210**

Sources: Costar Group Inc., 2009; and, CBRE Consulting

(1) The sub-market is defined as a 5-mile radius from the City Hall and includes the entire City of Perris.

(2) The above is not an exhaustive list of sales. Only those sales greater than 5 and up to 50 acres in size with complete sale price information as reported by the Costar Group are presented.

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Exhibit A-7:

LAND SALES IN KERN COUNTY

Commercial, Industrial and Residential Land Sales, 2006 - 2008

	Property Location		Property Characteristics				Sales Characteristics		
#	Address in City of Chino	City	Property Name/Land Imp.	Zoning	Acres	Land SF	Sale Date	Sale Price	$/Acre
1	SE Elmo Hwy @ Elmo Hwy & Browning Rd	Mc Farland	Falcon Heights		135.0	5,880,600	11/15/2007	$2,142,000	$15,867
2	Pacheco Rd	Bakersfield	Vacant Land 67.57 Acres	M-3, Bakersfield	67.6	2,943,349	10/10/2008	2,500,000	36,999
3	1234 Willow Springs Rd	Mojave			40.0	1,742,400	12/19/2008	128,000	3,200
4	Scofield Rd	Wasco	Wasco Valley Rose - vacant land		40.0	1,742,400	9/29/2006	1,999,582	49,990
5	Mojave Tropical Rd	Rosamond			40.0	1,742,400	6/7/2007	335,000	8,375
6	NW Hanawalt Ave @ Hanawalt & Mast Ave	Mc Farland	Sierra Springs		38.2	1,665,655	11/15/2007	599,000	15,665
7	16701 Brimhall Rd	Bakersfield		E-1 RS, Bakersfield	35.0	1,524,164	12/7/2007	2,000,000	57,159
8	17174 Highway 14	Mojave		M-2	34.4	1,496,286	2/22/2008	550,000	16,012
9	4057-4061 Industrial Pky	Lebec	Tejon Industrial Complex - Bldg. U.C.		23.8	1,034,550	7/1/2008	2,500,000	105,263
10	College Heights Blvd @ Kendall Avenue	Ridgecrest	Villas at College Heights		22.7	988,812	3/22/2007	2,300,000	101,322
11	Stockdale Hwy @ Heath	Bakersfield		Commercial	20.0	871,200	5/1/2007	3,600,000	180,000
12	Archibald Ave	Maricopa	Parcel 4		20.0	871,200	4/20/2007	165,000	8,250
13	Johnson Rd @ Driver	Bakersfield		A-1	20.0	871,200	9/11/2007	1,000,000	50,000
14	Wheeler Ridge Rd @ Creekside Dr.	Arvin	Wheeler Ridge Site		19.5	847,242	11/17/2008	379,990	19,537
15	132 White Ln	Bakersfield	3 Buildings apx 2,555 SF	Light Industrial	15.5	673,002	11/28/2007	1,300,000	84,142
16	Avenue A & 120th W	Rosamond	no zoning restrictions		14.5	631,620	1/24/2007	125,000	8,621
17	Henry Rd	Taft		M-2	14.3	620,730	2/5/2008	505,000	35,439
18	NWC McCutchen & Gosford Rd	Bakersfield		C2	10.0	435,600	6/15/2007	2,275,000	227,500
19	Compagnoni St	Bakersfield			10.0	435,600	9/21/2007	650,000	65,000
20	Mercedes Blvd	California City	10 Acres	R2.5	10.0	435,600	5/4/2007	25,000	2,500
21	Redrock Randsburg Rd	North Edwards	Vacant Land-10 Acres		10.0	435,600	5/26/2006	20,000	2,000
22	Eucalyptus Dr (2 Properties)	Bakersfield	Multi-Property Sale		9.6	418,176	11/9/2007	980,000	102,083
23	5901 Mills Rd	Bakersfield	Mills Road Land		8.8	381,150	9/12/2007	820,000	93,714
24	S China Lake Blvd @ Bowmen Ave.	Ridgecrest	NEC of S. China Lake @ Bowman	GC, Ridgecrest	6.9	302,306	7/3/2008	1,500,000	216,139
25	1245 Kern St	Taft			6.4	279,655	8/31/2007	200,000	31,153
26	N Norma St @ West Ward Avenue	Ridgecrest		R-2	6.0	259,618	10/4/2006	420,000	70,470
27	W Day Ave @ Airport Drive	Bakersfield			5.8	250,470	10/4/2007	1,300,000	226,087
				Land Sales Avg.:					**$44,347**
				Land Sales Median:					**$49,990**

Sources: Costar Group Inc., 2008; and, CBRE Consulting

- The above is not an exhaustive list of sales. Only those sales greater than 5 acres in size with complete sale price information, as reported by the Costar Group, are presented.

MV00178176

ATTACHMENT 6

DRAFT

ENVIRONMENTAL IMPACT REPORT

VIP MORENO VALLEY
STATE CLEARINGHOUSE NO. 2011081084

CITY OF MORENO VALLEY

RIVERSIDE COUNTY, CALIFORNIA

LSA

April 18, 2012

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ENVIRONMENTAL IMPACT REPORT

VIP MORENO VALLEY
STATE CLEARINGHOUSE NO. 2011081084

CITY OF MORENO VALLEY

RIVERSIDE COUNTY, CALIFORNIA

Lead Agency:

City of Moreno Valley Community and Economic Development Department
Planning Division
14177 Frederick Street
Post Office Box 88005
Moreno Valley, California 92552
Attn: Jeff Bradshaw, Associate Planner
(951) 413-3224

Prepared by:

LSA Associates, Inc.
1500 Iowa Avenue, Suite 200
Riverside, California 92507
(951) 781-9310

LSA Project No. VOG1001

LSA

April 18, 2012

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B: Initial Study Technical Studies

- B-1: General Habitat Asse ssment, 71± Site (APNs: 31 6-210-071, -073, -0 75, -076), Moreno Vall ey, Riverside Co unty Cali fornia, Ecological Scie nces, In c., Aug ust 1 , 2010.
- B-2: Jurisdictional Survey a nd MSHCP Riparian/Riverine/Vernal Po ols Evalu ation, 71 ± Site (APNs: 316-210 -071, -073, -0 75, -076), Moren o Valley , Riversi de County California, Ecological Sciences, Inc., November 1, 2009.
- B-3: Focused Surveys for Selected Criteria Area and Narrow Endemic Plant Species, 71± Site (APNs: 316-210 -071, -073, -0 75, -076), Moren o Valley , Riversi de County California, Ecological Sciences, Inc., November 9, 2009.
- B-4: Focused Western Burrowing Owl Survey, 71± Site (APNs: 316-210-071, -073, -075, -076), Mo reno Valley, Riverside County California, Ecol ogical Scie nces, Inc., November 11, 2009.
- B-5: Phase I Cultural Resources Assessment and P aleontological Records Review Perris Boulevard Project, M oreno Valley, Riverside Co unty, California, Michael B randman Associates, March 22, 2007.

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B-6: Geotechnical Engineering Investigation Proposed Industrial Development Southwest Corner of Perris Boulevard and Grove View Road Moreno Valley, California, NorCal Engineering, March 7, 2007.

B-7: Phase I Environmental for the Evaluation of Potentially Hazardous Materials, Centec Engineering, February 23, 2007.

B-8: Preliminary Hydrology Report and Hydraulic Analysis for PA09-004, VIP Moreno Valley, SWC Perris Boulevard and Grove View Road, Robert A. Bebensee, R.C.E., March 27, 2009.

B-9: Preliminary Water Quality Management Plan, for PA09-0004 VIP Moreno Valley, SWC Perris Boulevard and Grove View Road, Robert A. Bebensee, R.C.E., July 24, 2009.

B-10: Water Supply Assessment for City of Moreno Valley Plot Plan Application PA09-004, Eastern Municipal Water District, January 20, 2010.

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C-2: Economic Viability of Agriculture in the East Inland Empire, CB Richard Ellis, March 18, 2009.

D: Air Quality Reports

D-1: Air Quality Analysis VIP Moreno Valley, LSA Associates, Inc., March 2012.

D-2: Health Risk Assessment VIP Moreno Valley, LSA Associates, Inc., March 2012.

E: Greenhouse Gas Emissions and Global Climate Change Study, LSA Associates, Inc., December 2011.

F: Noise Impact Analysis VIP Moreno Valley, LSA Associates, Inc., March 2012.

G: Traffic Study VIP Moreno Valley, LSA Associates, Inc., April 2012.

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1.0 EXECUTIVE SUMMARY

1.1 INTRODUCTION

The Draft Environmental Impact Report (EIR) (State of California Clearinghouse No. 2011081084) for the VIP Moreno Valley Project (proposed project or project) has been prepared by LSA Associates, Inc. on behalf of the City of Moreno Valley (City) to: 1) identify the proposed project's impacts on the environment; 2) to discuss alternatives to the proposed project; and 3) to propose mitigation measures that will offset, minimize or otherwise avoid significant environmental impacts. This EIR has been prepared in accordance with the *California Environmental Quality Act*[1] and Sections 15120 through 15131 and 15161 of the *Guidelines for California Environmental Quality Act,*[2] both of which regulate the preparation of EIRs. Based on the potential impacts of the proposed project, including cumulative impacts, and the comments received during the public review of the Initial Study (IS) and public scoping meeting, the City determined that an EIR should be prepared to analyze potential impacts of the proposed project with respect to the following environmental issues:

- Agricultural and Forest Resources;
- Air Quality;
- Greenhouse Gas Emissions and Global Climate Change;
- Noise; and
- Traffic and Circulation.

These five environmental issues are individually addressed in Section 4.0 (Environmental Analysis). Based on the analysis provided in the IS (contained in Appendix A) for the proposed project, all impacts associated with the following eight environmental issues were determined to be "Effects Not Found to be Significant" according to §15128 of the *CEQA Guidelines* and are not addressed in detail in Section 4 of this EIR:

- Aesthetics
- Hazards and Hazardous Materials
- Land Use/Planning
- Mineral Resources
- Population and Housing
- Public Services
- Recreation
- Utilities/Services Systems

Based on the analysis provided in the IS (contained in Appendix A) for the proposed project, all impacts associated with the following four environmental issues were determined to be less than significant with implementation of mitigation measures. These topics are not addressed in detail in Section 4 of this EIR but the mitigation measures will be contained in the mitigation monitoring and reporting plan to ensure that the measures are implemented:

- Biological Resources
- Cultural Resources
- Geology and Soils
- Hydrology/Water Quality

[1] *California Environmental Quality Act*, as of January 1, 2011, §§21000–21177, Public Resources Code, State of California.
[2] *Guidelines for California Environmental Quality Act*, as of January 1, 2011, §§15000–15387, California Code of Regulations, Title 14, Chapter 3, State of California.

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Additional discussion of these issues is provided in Section 2.0 of this EIR and the IS prepared for the proposed project.

1.2 PROPOSED PROJECT

The project site is located in the City of Moreno Valley, Riverside County (Figure 1.1). The approximately 71-acre site is generally located on the southwest corner of Perris Boulevard and Grove View Road. The Perris Valley Storm Drain Lateral B channel forms the southern boundary of the site while Indian Street forms the western boundary.

The proposed development would result in the construction and operation of approximately 1,616,133 square feet of distribution warehouse uses on an approximately 71-acre site. The single building will be constructed with 264 vertical-lift dock-high roll up doors on the long (north and south) sides of the building to allow access for the loading and unloading of products from diesel truck/trailers. The building will include a total of approximately 44,000 square feet of business office space for the management of the warehouse. Parking at the warehouse will be provided for 368 trucks and trailers as well as 589 parking stalls for passenger vehicles in accordance with City standards for light industrial uses. See Figure 1.2.

Site and building design attributes for the proposed project will incorporate many sustainability and Green Building concepts. Green Building is the practice of increasing building efficiency through site planning, water and energy management, material use, control of indoor air quality and the use of innovative design concepts. These practices help to improve building operational efficiency, conserve water, reduce waste, and lessen the heat island effect of development.

Green building designs typically exhibit the following features:

- More natural ventilation or, at least, a mixture of natural ventilation and air conditioning, and/or increased fresh air via the mechanical ventilation system.
- Narrow plan forms, often within the 15m limits of natural ventilation and daylight access, the corollary of which is less 'deep' space in the middle, which users dislike.
- Better utilization of daylight.
- More user controls for windows, blinds, lights and ventilators. This can mean that needs (like thermal comfort) are met more quickly even though the conditions may only be 'good enough'. Users preferred rapid response when things go wrong or needed changing, and will tolerate conditions which are reasonable.
- Higher floor to ceiling heights, which helps, e.g., with daylight penetration.
- More open plan workspaces (usually desks) close to or next to windows.

1.3 AREAS OF CONTROVERSY AND ISSUES TO BE RESOLVED

The EIR discusses impacts that would occur to on-site and off-site uses as a result of implementation of the proposed project. This EIR also includes proposed mitigation measures that have been identified to reduce or avoid significant effects that would result from the construction and operation of the proposed on-site uses. *CEQA Guidelines* Section 15123(b)(2) requires that areas of controversy known to the Lead Agency (City of Moreno Valley) be stated in the EIR summary. The following discussion identifies issues raised by other agencies and the public during the 30-day public comment period of the Initial Study (IS) and Notice of Preparation (NOP), as well as comments received during the public scoping meeting that was held for the proposed project at the City of Moreno Valley City Council Chambers on September 19, 2011, at 6:00 p.m.

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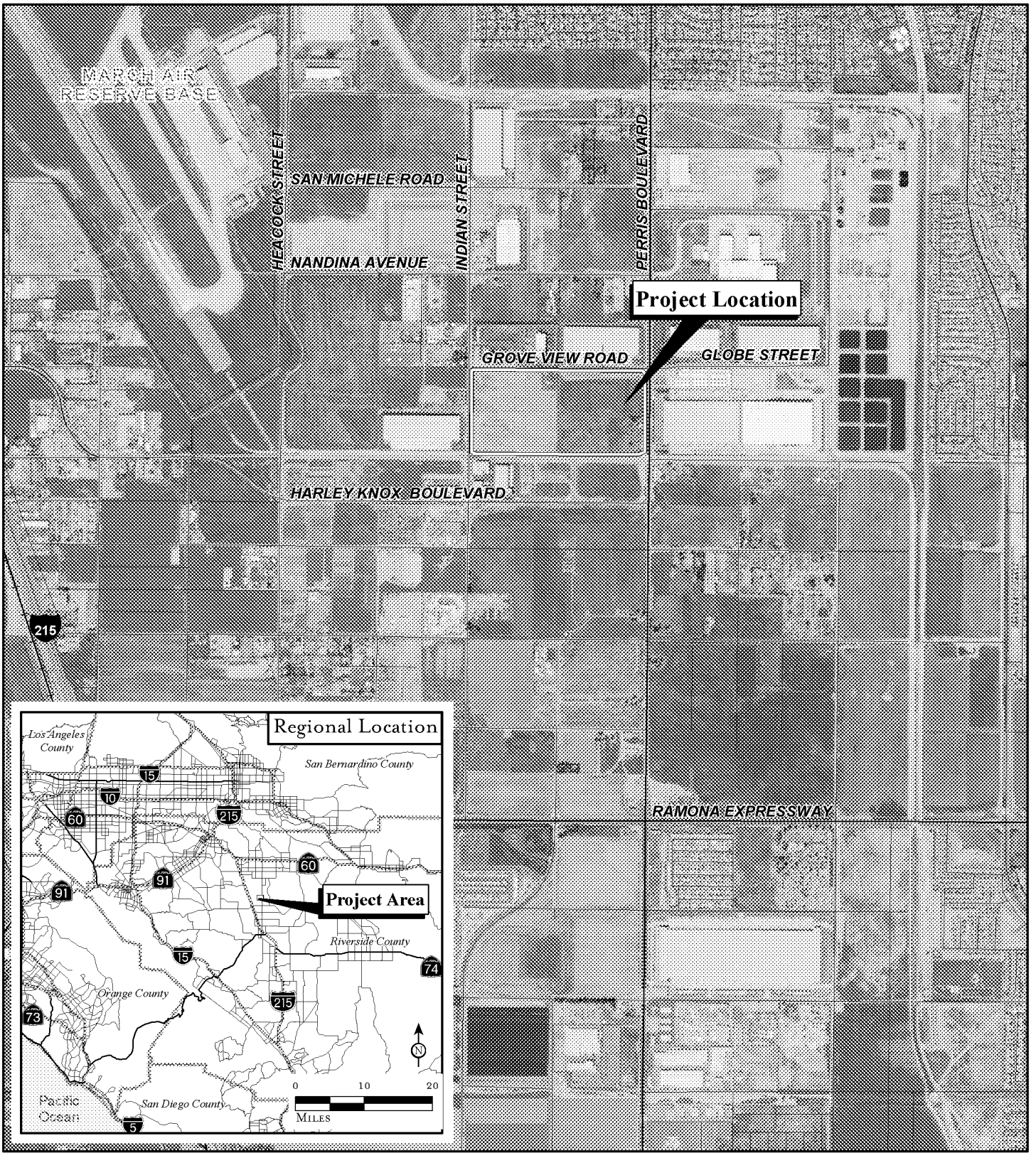

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FIGURE 1.1

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SOURCE: AirPhotoUSA, 2008; Thomas Bros., 2009

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VIP Moreno Valley
Environmental Impact Report

Regional and Project Location

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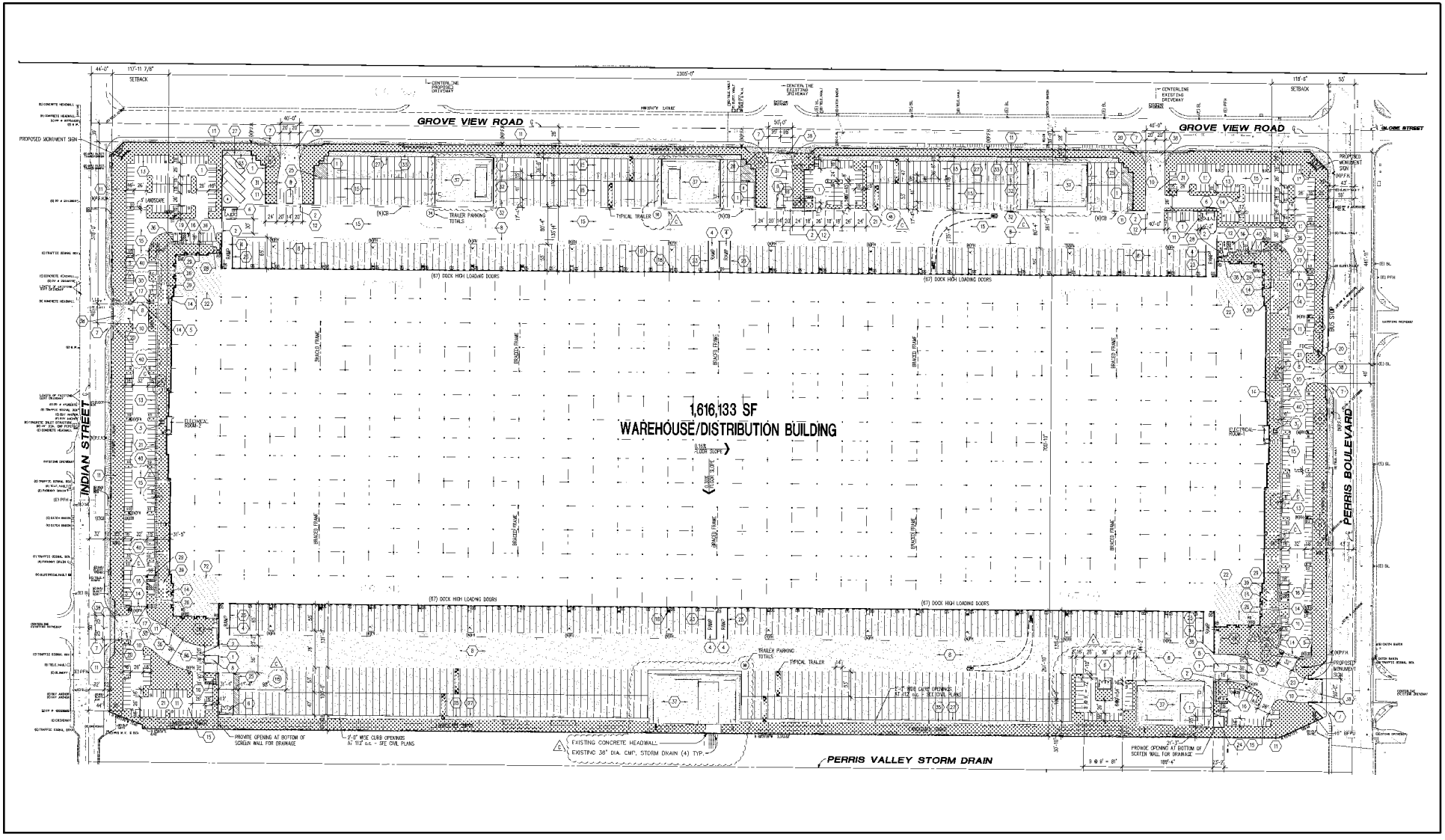

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FIGURE 1.2

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FEET

SOURCE: RKZ, Inc., 2009

VIP Moreno Valley
Environmental Impact Report

Site Plan

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1.3.1 Notice of Preparation

The objective of distributing a Notice of Preparation (NOP) is to solicit public comment in order to identify and determine the full range and scope of issues of concern so that these issues might be fully examined in the EIR. An IS was distributed in tandem with the NOP. The NOP was distributed to the State Clearinghouse, as well as to the organizations and persons considered likely to be interested in the project and its potential impacts. Comments received regarding the NOP were used to help identify impacts that could result from implementation of the proposed project. An NOP for the Draft EIR was distributed to state, regional, and local agencies on August 26, 2011, for a 30-day review period ending on September 26, 2011.

The IS, NOP, distribution list, Notice of Public Scoping Meeting, and response letters are included in Appendix A of the Draft EIR. As of the close of the 30-day NOP public review period, 12 responses to the NOP had been received. Table 1.A summarizes the comments received regarding the NOP.

Table 1.A: Notice of Preparation Comment Letters Received

Agency/Organization	Date	Comments	Addressed in EIR Section
State of California Governor's Office of Planning and Research	August 25, 2011	Explanation of Notice of Preparation procedures.	Not applicable
Native American Heritage Commission	August 26, 2011	Explanation of SB18 Consultation Process (e.g. sacred lands file search and associated mitigation measures)	Not applicable
California Department of Transportation – District 8	August 30, 2011	Recommendation of coordination with Caltrans District 8 for project's local traffic and circulation impacts. Identifies concern regarding potential impacts to I-215 ramps and interchange in the project area.	4.5
South Coast Air Quality Management District	September 7, 2011	Request to discuss air pollutant emissions for construction and operational phases; calculation of $PM_{2.5}$ emissions using $PM_{2.5}$ significance thresholds; calculation of localized significance thresholds; and inclusion of a mobile source health risk assessment.	4.5
Southern California Association of Governments	September 7, 2011	Request to include a project consistency analysis with SCAG's Regional Transportation Plan and Compass Growth Visioning goals and policies.	5.0
Riverside County Flood Control and Water Conservation District	September 8, 2011	Explanation of the payment of drainage fees associated with the District's Perris Valley Area Drainage Plan, the obtainment of an encroachment permit (if applicable) for any construction related activities occurring within District right of way or facilities.	Not applicable
Department of Toxic Substances Control	September 14, 2011	Request for the EIR to take a look at hazardous materials databases run by regulatory agencies and the inclusion of mitigation measures for any recommended remediation efforts in the EIR.	Initial Study (Appendix A)

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Table 1.A: Notice of Preparation Comment Letters Received

Agency/Organization	Date	Comments	Addressed in EIR Section
California Department of Fish and Game	September 19, 2011	Request to include discussion on MSHCP consistency, impacts to red-tailed hawk, American kestrel, associated common bird species, the side-blotched lizard, the western fence lizard, and desert cottontail. Also request for information on any loss of jurisdictional waters, vernal pools and development into areas with native habitat values.	Initial Study (Appendix A) and Biological Resources Study (Appendix B-)
City of Riverside	September 23, 2011	Request to include information on number of projected employees, evaluation of projected local and regional traffic impacts to existing transportation systems and networks in the area.	4.5 and 5.0
Eastern Municipal Water District	September 23, 2011	Disclosure that EMWD intends to construct additional recycled water facilities immediately north of its existing facility on Trumble Road in Perris with the excavated soil temporarily stockpiled and available to others for use as fill. Letter also requests that the project initiate the New Development process with EMWD.	Not applicable
Sierra Club – San Gorgonio Chapter	September 25, 2011	Request for information to be included in EIR involving LEED certification levels, mitigation for agricultural lands, providing amenities encouraging the use of alternative modes of transportation, truck routes, global climate change, projected greenhouse gas emissions, and a reasonable range of alternatives.	Initial Study (Appendix A); 4.1; 4.3; 4.3; 6.0
City of Perris	September 26, 2011	Request for the EIR to include information regarding impacts to I-215/Harely Knox Boulevard Interchange, Indian Avenue, Perris Boulevard, and other roadways within the project area. Request to identify mitigation for impacted intersections in the EIR.	4.5

Note: All NOP response letters (along with the Initial Study) are included in Appendix A of the Draft EIR.

1.3.2 Public Scoping Meeting

In compliance with *State CEQA Guidelines*, the City of Moreno Valley has taken steps to maximize opportunities for individuals, parties, and agencies to participate in the environmental process. During circulation of the NOP, various federal, state, regional, and local government agencies, and other interested parties were contacted to solicit comments and to inform the public of the proposed project. A public scoping meeting was held to solicit public comment on direction and scope of the analysis necessary for the Draft EIR. The public scoping meeting was held on September 19, 2011, at 6:00 p.m., at the City of Moreno Valley City Council Chambers, Moreno Valley California. Copies of the IS, NOP, and the conceptual site plan were available to the public for review. City staff, the project applicant, and the EIR consultant (LSA Associates, Inc.) were present to provide information regarding the project and collect public comment. Two members from the public attended the scoping meeting.

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1.4 ALTERNATIVES TO THE PROPOSED PROJECT

In compliance with *CEQA Guidelines* (Section 15126.6), an EIR must describe a range of reasonable alternatives to the project, or to the location of the project, which would feasibly attain most of the project objectives, and would avoid or substantially lessen significant effects of the project. The EIR need not consider every conceivable alternative; rather it must consider a reasonable range of potentially feasible alternatives. An EIR must evaluate a "No Project" alternative in order to allow decision-makers to compare the effect of approving the project to the effect of not approving the project. A more detailed description of each project alternative as well as an analysis of the potential environmental impacts associated with the construction and operation of each is provided in Section 6.0.

1.4.1 No Project Alternative

Pursuant to CEQA (§15126.6[e][2]), the No Project Alternative should discuss what would reasonably be expected to occur, based on current plans and consistent with available infrastructure and community services, in the foreseeable future. The project site's zoning designation is currently Specific Plan 208 – Moreno Valley Industrial Area Plan. The project site is currently designated by the General Plan for Business Park/Light Industrial uses. Given the goals and objectives of the City of Moreno Valley, it is highly reasonable in the event the proposed project were not approved that the site would be developed with some type of industrial park uses. For analysis purposes, it is assumed that the No Project Alternative would be developed with approximately 1,420,000 square feet of industrial warehouse uses on approximately 63 acres and approximately 180,000 square feet of commercial on 8 acres.

1.4.2 Reduced Intensity Alternative

With the intent of avoiding or substantially reducing significant impacts created by the project traffic, air quality, and noise, the City has considered a Reduced Intensity Warehouse Alternative. This alternative includes one warehouse building covering approximately 1,212,100 square feet. Under this alternative, the proposed warehouse uses would represent a net decrease of approximately 25 percent (400,000 square feet) as compared to the proposed project.

1.4.3 Commercial Center (Mixed Commercial/Office) Alternative

The Commercial Center Alternative would result in the development of commercial service and office uses on the project site. Although business and professional offices, financial institutions, and medical clinics are permitted in SP208, they are permitted only in the industrial support areas while commercial service-oriented uses are a permitted throughout the SP208 Industrial designation. For this reason, the General Plan and zoning designations for the site would need to be amended to accommodate the business and professional offices. Permitted commercial service uses include, but are not limited to, Automotive Sales/Rental/Leasing & Accessories, Automotive/Truck Repair, Business Supply/Equipment Sales/Rental & Services, and Repair Services. Approximately 760,000 square feet of commercial service uses would be developed on approximately 35 acres. The balance of the site (35 acres) would be developed with up to approximately 760,000 square feet of office uses.[1]

[1] Square footage is based on a 50 percent development of the project site.

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1.4.4 Off-Site Location Alternative

This alternative would result in the development of approximately 1,616,133 square feet of warehouse uses on approximately 70 acres. The alternative project site identified by the City is bounded by Krameria Street (extended) to the north, vacant and partially developed property and March Air Reserve Base to the west, Indian Street to the east, and the Perris Valley Storm Drain and vacant land to the south. The off-site location is currently zoned SP 208 I and is designated BP in the City's General Plan, identical to the proposed project. Since the proposed uses are consistent with the uses identified for the off-site location, no zone change or General Plan Amendment would be required.

1.5 IMPACTS, MITIGATION, AND LEVEL OF IMPACTS SUMMARY TABLE

Table 1.B provides a summary of the proposed project impacts, proposed mitigation measures, and the level of significance of each impact following the application of identified mitigation measures.

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Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
AESTHETICS (FROM THE INITIAL STUDY [APPENDIX A])		
Would the project Have a substantial adverse effect on a scenic vista?	Less than significant impact. No mitigation is required.	Less Than Significant
Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?	No Impact. No mitigation is required.	Not applicable - No Impact
Substantially degrade the existing visual character or quality of the site and its surroundings?	Less than significant impact. No mitigation is required.	Less Than Significant
Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	Less than significant impact. No mitigation is required.	Less Than Significant
4.1 AGRICULTURAL RESOURCES		
Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?	No Impact. No mitigation is required.	Not applicable - No Impact
Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	No Impact. No mitigation is required.	Not applicable - No Impact
Would the project result in the loss of forest land or conversion of forest land to non-forest uses?	No Impact. No mitigation is required.	Not applicable - No Impact
Would the proposed project result in the conversion of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program (FMMP) of the California Resources Agency, to non-agricultural use?	Significant Impact. No feasible mitigation is available.	Significant and Unavoidable
Would the proposed project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	Significant Impact. No feasible mitigation is available.	Significant and Unavoidable
Cumulative Impacts: The cumulative area for agricultural resource impacts is Riverside County. No local or regional program to mitigate for the cumulative impacts to agricultural resources is available. Because agricultural	Significant Impact. No feasible mitigation is available.	Significant and Unavoidable

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Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
land, including Prime Farmland is a finite resource, and because neither the City of Moreno Valley nor the County of Riverside maintains a program to offset agricultural resource impacts, the conversion of the project site to warehouse uses, in conjunction with planned and future development in the City and region, would contribute to a further reduction in the amount of land available for agricultural uses. This reduction in agricultural land represents a significant impact.		
4.2 AIR QUALITY		
Would the project conflict with or obstruct implementation of the applicable air quality plan?	No impact. No mitigation is required.	Not applicable - No Impact
Would the proposed project create objectionable odors affecting a substantial number of people?	Less than significant impact. No mitigation is required.	Less Than Significant
Long-Term Microscale (CO Hot Spot) Emissions: Would the proposed project violate any air quality standard or contribute substantially to an existing or projected air quality violation? For CO, the applicable thresholds are: - California State one-hour CO standard of 20.0 ppm; - California State eight-hour CO standard of 9.0 ppm.	No impact. No mitigation is required.	Not applicable - No Impact
Localized Operational Emissions: Would the proposed project violate any AAQS or contribute to an existing or projected air quality violation; or expose sensitive receptors to pollutants? For long-term operation, the applicable localized daily thresholds are: - 12,083 pounds per day of CO; - 585 pounds per day of NO_X; - 32 pounds per day of PM_{10}; and - 14 pounds per day of $PM_{2.5}$.	Less than significant impact. No mitigation is required.	Less Than Significant
Operational-Acute and Operational–Chronic Health Risk Impacts: Would the proposed project expose sensitive receptors to substantial pollutant concentrations?	Less than significant impact. No mitigation is required.	Less Than Significant

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Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
Construction Equipment Exhaust Emissions: Would the proposed project violate any AAQS or contribute to an existing or projected air quality violation; or expose sensitive receptors to pollutants? For construction operations, the applicable daily thresholds are: - 75 pounds per day of ROC; - 100 pounds per day of NO_X; - 550 pounds per day of CO; - 150 pounds per day of PM_{10}; - 150 pounds per day of SO_X; and - 55 pounds per day of $PM_{2.5}$.	Significant Impact. Mitigation is required. **4.2.6.1A** Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall place construction equipment staging areas at least 200 feet away from sensitive receptors. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City. **4.2.6.1B** Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall utilize power sources (e.g., power poles) or clean-fuel generators. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City. **4.2.6.1C** Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall utilize California Air Resources Board (CARB) Tier II Certified equipment or better during the rough/mass grading phase for the following pieces of equipment: rubber-tired dozers and scrapers. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City. **4.2.6.1D** All clearing, grading, earthmoving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions. **4.2.6.1E** The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid- morning,	Significant and Unavoidable

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Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	afternoon, and after work is done for the day. **4.2.6.1F** The contractor shall ensure that traffic speeds on unpaved roads and project site areas are reduced to 15 miles per hour or less to reduce PM10 and PM2.5 fugitive dust haul road emissions. Speed limit signs (15 mph maximum) shall be posted at entry points to the project site, and along any unpaved roads providing access to or within the project site and/or any unpaved designated on-site travel routes. **4.2.6.1G** Groundcover shall be replaced, and/or non-toxic soil stabilizers shall be applied (according to manufacturers' specifications) to any inactive construction areas (previously graded areas inactive for ten days or more). **4.2.6.1H** The contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper tune according to manufacturer's specifications and during smog season (May through October) by not allowing construction equipment to be left idling for more than five minutes (per California law). **4.2.6.1I** The contractor shall ensure use of low-sulfur diesel fuel in construction equipment as required by the California Air Resources Board (CARB) (diesel fuel with sulfur content of 15 ppm by weight or less). **4.2.6.1J** If available, the project applicant shall use "Low-Volatile Organic Compounds" paints, coatings, and solvents with a VOC content lower than required under Rule 1113 (not to exceed 150 grams/liter; 1.25 pounds/gallon). High Pressure Low Volume (HPLV) applications of paints, coatings, and solvents shall be consistent with South Coast Air Quality Management District Rule 1113. Alternatively, the project applicant shall use materials that do not require painting or are pre-painted.	

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Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	4.2.6.1K Grading plans, construction specifications and bid documents shall also include the following notations: • Off-road construction equipment shall utilize alternative fuels where feasible e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty; • Gravel pads shall be provided at all access points to prevent tracking of mud onto public roads; • Install and maintain trackout control devices at all access points where paved and unpaved access or travel routes intersect; • The contractor or builder shall designate a person or person(s) to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust off site; • The contractor or builder shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The contact person shall take corrective action within 24 hours; • High pressure injectors shall be provided on diesel construction equipment where feasible; • Engine size of construction equipment shall be limited to the minimum practical size; • Substitute gasoline-powered for diesel-powered construction equipment where feasible; • Use electric construction equipment where feasible; • Install catalytic converters on gasoline-powered	

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Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	equipment where feasible; • Ride-sharing program for the construction crew shall be encouraged and shall be supported by contractor(s) via incentives or other inducement; • Documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to car pool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs; • Lunch vendor services shall be provided onsite during construction to minimize the need for offsite vehicle trips; • All forklifts used during construction and in subsequent operation of the project shall be electric or natural gas powered. **4.2.6.1L** Throughout project construction, a construction relations officer/community liaison, appointed by the Applicant, shall be retained on-site. In coordination and cooperation with the City, the construction relations officer/community liaison shall respond to any concerns related to PM 10 (fugitive dust) generation or other construction-related air quality issues. **4.2.6.1M** All project entrances shall be posted with signs which state: • Truck drivers shall turn off engines when not in use; • Diesel delivery trucks servicing the project shall not idle for more than three (3) minutes; and • Telephone numbers of the building facilities manager and CARB, to report violations. These measures shall be enforced by the on-site facilities manager (or equivalent).	

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Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
Localized Construction Emissions: Would the proposed project expose sensitive receptors to substantial pollutant concentrations?	Significant Impact. Mitigation is required. Implement **Mitigation Measures 4.2.6.1A** through **4.2.6.1M.** There is no feasible mitigation over and above those measures prescribed by Rule 403 and Mitigation Measures 4.2.6.1A through 4.2.6.1M.	Significant and Unavoidable
Long-Term Operational Emissions: Would the proposed project violate any AAQS or contribute to an existing or projected air quality violation; or expose sensitive receptors to pollutants? For long-term operations, the applicable daily thresholds are: - 55 pounds of ROC; - 55 pounds of NO_X; - 550 pounds of CO; - 150 pounds of PM_{10}; - 55 pounds of $PM_{2.5}$; and - 150 pounds of SO_X.	Significant Impact. Mitigation is required. **4.2.6.3A** Prior to issuance of the first building permit, building and site plan designs shall ensure that the project's energy efficiencies surpass applicable 2008 California Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and review and approved by the City. Any combination of design features including but not limited to the following list may be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent: • Buildings shall exceed California Title 24 Energy Efficiency performance standards for water heating and space heating and cooling, as deemed acceptable by the City. • Increase insulation such that heat transfer and thermal bridging is minimized. • Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption. • Incorporate dual-paned or other energy efficient windows. • Incorporate energy efficient space heating and cooling equipment. • Interior and exterior energy efficient lighting which exceeds the California Title 24 Energy Efficiency performance standards shall be installed, as deemed acceptable by the City.	Significant and Unavoidable

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Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation

	Automatic devices to turn off lights when they are not needed shall be implemented.
	• To the extent that they are compatible with landscaping guidelines established by the City, shade-producing trees, particularly those that shade paved surfaces such as streets and parking lots and buildings shall be planted at the project site.
	• Paint and surface color palette for the project shall emphasize light and off-white colors which reflect heat away from the buildings.
	• All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design.
	• To reduce energy demand associated with potable water conveyance, the project shall implement the following:
	  ○ Landscaping palette emphasizing drought-tolerant plants;
	  ○ Use of water-efficient irrigation techniques; and,
	  ○ U.S. EPA Certified WaterSense labeled for equivalent faucets, high-efficiency toilets (HETs), and water-conserving shower heads.
	• The project shall provide on-site bicycle storage/parking consistent with City of Moreno Valley requirements.
	• The project shall provide on-site showers (one for males and one for females). Lockers for employees shall be provided.
	• The project will establish a Transportation Management Association (TMA). The TMA will coordinate with other TMAs within the City to	

MV00178202

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	encourage and co ordinate ca rpooling a mong building occ upants. T he TMA will a dvertise its services to bui lding occu pants, and offer transit and/or oth er inc entives to red uce GHG emissions. A plan will be su bmitted by the TMA to the Cit y within t wo m onths of project completion t hat o utlines the m easures implemented b y th e T MA, as well as co ntact information. • The project shall provide preferential parking for carpools and van pool. Locati ons an d configurations of proposed p referential p arking for carpo ols and vanpools are subject to revi ew and approval b y the City. Prio r to final s ite pl an approval, pr eferential p arking for carp ools a nd vanpools shall be del ineated on the proj ect site plan. • The project s hall pr ovide at least t wo electric vehicle ch arging statio ns. Locatio ns and configurations of propos ed charging stations are subject to review and approval by the City. Prior to issuance of the first b uilding permit, stub outs for chargi ng st ations s hall be indic ated on the project building plans. • Lease/purchase docum ents shall i dentify t hat tenants are enc ouraged to pr omote the following: ○ Implementation of compres sed workweek schedules; ○ SmartWay partnership; ○ Achievement of at le ast 20% per year (as a percentage of previo us per centage, not total trips) i ncrease in percentage o f consolidated t rips carri ed b y SmartW ay carriers until it reach es a m inimum of 90 % of al l l ong h aul trips carri ed by SmartW ay 1.0 or greater carriers.	

MV00178203

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	○ Achievement of at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers. ○ Use of fleet vehicles conforming to 2010 air quality standards or better. ○ Installation of catalytic converters on gasoline-powered equipment. ○ Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets; ○ Establishment and use of carpool/vanpool programs, complemented by parking fees for single-occupancy vehicles; ○ Provision of preferential parking for EV and CNG vehicles; ○ Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance; ○ Use of electric (instead of diesel or gasoline-powered) yard trucks; ○ Use of SmartWay 1.25 rated trucks. **4.2.6.3B** The project shall be designed to facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills by providing easily accessible areas that are dedicated to the collection and storage of recyclable materials including: paper, cardboard, glass, plastics, and metals. Locations of proposed recyclable materials collection areas are subject to review and approval by the City. Prior to Final Site Plan approval, locations of proposed recyclable materials collection areas shall be delineated on the project site plan.	

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Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
Cumulative Impacts: The cumulative area for air quality impacts is the Basin. The project would contribute criteria pollutants to the area during project construction. Depending on construction schedules and actual implementation of projects in the area, generation of fugitive dust and pollutant emissions during construction would result in substantial short-term increases in air pollutants. This would be a contribution to short-term cumulatively significant air quality impacts. The Basin is in nonattainment for PM10 and ozone at the present time; therefore, the construction and operation of the proposed project would exacerbate nonattainment of air quality standards within the Basin and contribute to adverse cumulative air quality impacts. Implementation of the proposed project would unavoidably contribute to significant cumulative air quality impacts.	Significant unavoidable. The project-specific measures will help reduce project-related air pollutants, however, no feasible mitigation is available to reduce cumulative air quality impacts to a less than significant level.	Significant and Unavoidable
BIOLOGICAL RESOURCES (FROM THE INITIAL STUDY [APPENDIX A])		
Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state habitat conservation plan?	Potentially Significant Impact Unless Mitigation Incorporated. **Mitigation Measure BIO-1:** No more than 72 hours prior to initiation of ground-disturbing activities, a pre-construction survey shall be completed by a qualified biologist. The survey will identify special status avian species (if any) within the area of intended disturbance. In the event no special status avian species are identified within the limits of disturbance, no further mitigation is required. In the event such species are identified within the limits of ground disturbance, **Mitigation Measure BIO-3** shall apply. **Mitigation Measure BIO-2:** No more than 72 hours prior to initiation of ground-disturbing activities, a pre-construction burrowing owl survey shall be completed by a qualified biologist for the planned disturbance area. The pre-construction burrowing owl surveys may be conducted as part of the survey required in **Mitigation Measure BIO-1**. A report detailing the findings of the pre-construction survey shall be submitted to the City prior to the initiation of ground-disturbing activities. In the event no	Less Than Significant

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Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	burrowing owls are identified within the limits of ground disturbance, no further mitigation is required. In the event burrowing owls are identified within the limits of ground disturbance, **Mitigation Measures BIO-3** and **BIO-4** shall apply. **Mitigation Measure BIO-3:** If nesting special status avian or burrowing owl species are determined to occupy a proposed area of disturbance, no construction activity shall take place within 500 feet of an active nest/burrow until it has been determined that the nest/burrow is no longer active, and all juveniles have fledged the nest/burrow. **Mitigation Measure BIO-4:** If active burrowing owl burrows are detected outside the breeding season, then passive and/or active relocation may be approved following consultation with the CDFG and/or USFWS. One-way doors may be installed as part of a passive relocation program. Burrowing owl burrows shall be excavated with hand tools by a qualified biologist when determined to be unoccupied, and backfilled to ensure that animals do not re-enter the holes/dens.	
Have a substantially adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Wildlife Service?	Less than significant impact. No mitigation is required.	Less Than Significant
Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	Less than significant impact. No mitigation is required.	Less Than Significant
Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?	Less than significant impact. No mitigation is required.	Less Than Significant
Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or	No impact. No mitigation is required.	Not applicable - No Impact

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Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
ordinance?		
CULTURAL RESOURCES (FROM THE INITIAL STUDY [APPENDIX A])		
Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?	Less tha n si gnificant im pact. No mitigation is required.	Less Than Significant
Cause a subst antial a dverse change in t he significance o f an archaeological resource pursuant to Section 15064.5?	Less tha n si gnificant im pact. No mitigation is required.	Less Than Significant
Directly or in directly destro y a un ique pal eontological resource or site or unique geologic feature?	Potentially Si gnificant Imp act Unless Mitigation Incorporated. **Mitigation Measure CUL-1:** Prior to construction involving excavation four fe et or mor e below existing surface gr ade, the constru ction co ntractor sha ll provide ev idence that a q ualified p aleontologist has been retained, and th at the pa leontologist(s) shall be present dur ing al l gr ading and oth er s ignificant ground-disturbing activiti es that reach fo ur feet or more be low existing s urface gra de. If the paleontologist(s) do not find evidence for Pleistocene-era d eposits once the maximum excavation d epth is re ached, monitor ing shall be discontinued. I n the ev ent fo ssiliferous d eposits are encountered, the follo wing measures shall be implemented: • Monitoring s hall b e co nducted b y q ualified paleontological monitor(s) of excavation in areas identified as l ikely to conta in pa leontological resources, inclu ding un disturbed o lder Pleistocene a lluvium. P aleontological mon itors shall be equipped to sa lvage fossils as the y are unearthed, to avoi d construc tion de lays, an d to remove sam ples of sedime nts that are like ly to contain the re mains of small fossil inverteb rates and verte brates. Monitors sh all b e empo wered to temporar ily halt or divert e quipment to allow removal of abundant or larg e spec imens. Monitoring ma y be re duced if the potenti ally fossiliferous units are determi ned upo n exposure a nd e xamination b y qu alified	Less Than Significant

MV00178207

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	paleontological personnel to have low potential to contain fossil resources. • Paleontological monitoring of any earthmoving will be conducted by a monitor, under direct guidance of a qualified paleontologist. Earthmoving in areas of the parcel where previously undisturbed sediments are buried, but not otherwise disturbed, will not be monitored. • If too few fossil remains are found after 50 percent of the planned-for earthmoving has been completed, monitoring can be reduced or discontinued in those areas at the project paleontologist's direction. • Preparation of recovered specimens to a point of identification and permanent preservation, including washing of sediments to recover small invertebrates and vertebrates. • Identification and curation of specimens into a professional, fully accredited museum repository with permanent retrievable storage. The paleontologist must have a written repository agreement in hand prior to the initiation of mitigation activities. • Preparation or a report of findings with and appended itemized inventory of specimens. The report and report and inventory, when submitted to the City of Moreno Valley along with confirmation of the curation of recovered of recovered specimens into an established, accredited museum repository, will signify completion of the program to mitigate impacts to paleontological resources.	
Disturb any human remains, including those interred outside of formal cemeteries?	Less than significant impact. No mitigation is required.	Less Than Significant

MV00178208

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
GEOLOGY AND SOILS (FROM THE INITIAL STUDY [APPENDIX A])		
Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving: (i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?	No impact. No mitigation is required.	Not applicable - No Impact
Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving: (ii) Strong seismic ground shaking?	Less than significant impact. No mitigation is required.	Less Than Significant
Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving: (iii) Seismic-related ground failure, including liquefaction?	Less than significant impact. No mitigation is required.	Less Than Significant
Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving: (iv) Landslides?	No impact. No mitigation is required.	Not applicable - No Impact
Result in substantial soil erosion or the loss of topsoil?	Less than significant impact. No mitigation is required.	Less Than Significant
Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on-site or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	Potentially Significant Impact Unless Mitigation Incorporated. **Mitigation Measure GEO-1:** Prior to the issuance of grading permits, any existing low density soils and/or saturated soils shall be removed to competent natural soil under the inspection of the Soils Engineering Firm. After the exposed surface has been cleansed of debris and/or vegetation, it shall be scarified until it is uniform in consistency, brought to the proper moisture content and compacted to a minimum of 90 percent relative compaction (in accordance with ASTM: D-1557). In any area where a transition between fill and native soil or between bedrock and soil are encountered, additional excavation beneath foundations and slabs will be	Less Than Significant

MV00178209

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	necessary in order to provide uniform support and avoid differential settlement of the structure. The on-site soils or approved import soils may be utilized for the compacted fill, provided they are free of any deleterious materials and shall not contain any rocks, brick, asphaltic concrete, concrete, or other hard materials greater than eight inches in maximum dimensions. Any import soil must be approved by the Soils Engineering firm a minimum of 24 hours prior to importation to the site. The approved fill soils shall be placed in layers not in excess of six inches in thickness. Each lift shall be uniform in thickness and thoroughly blended. The fill soils shall be brought to within 2 percent of the optimum moisture content, unless otherwise specified by the Soils Engineering firm. Each lift shall be compacted to a minimum of 90 percent relative compaction (in accordance with ASTM: D-1557) and approved prior to the placement of the next layer of soil. Compaction tests shall be obtained at the discretion of the Soils Engineering firm but to a minimum of one test for every 500 cubic yards placed and/or for every two feet of compacted fill placed. The minimum relative compaction shall be obtained in accordance with accepted methods in the construction industry. The final grade of the structural areas shall be in a dense and smooth condition prior to placement of slabs-on-grade or pavement areas. No fill soils shall be placed, spread, or compacted during unfavorable weather conditions. When the grading is interrupted by heavy rains, compaction operations shall not be resumed until approved by the Soils Engineering firm.	
Be located on expansive soil, as defined in Table 18-a-B of the Uniform Building Code (1994), creating substantial risks to life or property?	Potentially Significant Impact Unless Mitigation Incorporated. **Mitigation Measure GEO-2:** Prior the issuance of	Less Than Significant

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Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	grading permits, the project proponent shall inform the project engineers, architects, owner, maintenance personnel, and other interested parties of the Expansive Soil Guidelines provided in the project's geotechnical analysis. The recommendations identified in the project's Expansive Soil Guidelines shall be reviewed and considered by the project engineers, architects, owner, maintenance personnel, and other interested parties to determine applicable design guidelines. Applicable design guidelines shall be included and implemented in the project's grading plans.	
Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	No impact. No mitigation is required.	Not applicable - No Impact
4.3 GREENHOUSE GASES AND GLOBAL CLIMATE CHANGE		
Would the proposed project conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases?	Less than significant. No mitigation is required.	Less Than Significant
Would the proposed project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	Significant Impact. Mitigation is required. Previously referenced **Mitigation Measures 4.2.6.3A** and **4.2.6.3B** will reduce project greenhouse gas emissions. **4.3.6.1A** Prior to the issuance of building permits, the project applicant shall provide evidence to the City of Moreno Valley that building features have been incorporated in building plans as required by Title 24 of the California Code of Regulations. These features include but are not limited to the following: • Exterior windows shall utilize window treatments for efficient energy conservation. • Per CALGreen Code requirements, water-efficient fixtures and appliances, including but not limited to low-flow faucets, dual-flush toilets minimizing water consumption by 20 percent	Less Than Significant

MV00178211

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	from the Building Standards Code baseline water consumption shall be used. • Per CALGreen Code requirements, a Commissioning Plan shall be prepared and all building systems (e.g., heating, ventilation, and air-conditioning [HVAC], irrigation systems, lighting, water heating) shall be commissioned by the Commissioning Authority. • Per CALGreen Code, restrict watering methods (e.g., prohibit systems that apply water to non-vegetated surfaces) and control runoff. **4.3.6.1B** Prior to the issuance of building permits, the project applicant shall provide evidence to the City of Moreno Valley that the following measures have been incorporated into the design and construction of the project: • Use locally produced and/or manufactured building materials for at least 10 percent of the construction materials used for the project. • Use "Green Building Materials," such as those materials that are resource efficient, and recycled and manufactured in an environmentally friendly way, for at least 10 percent of the project. • Limit unnecessary idling of construction equipment. A reduction in equipment idling would reduce fuel consumption, and therefore, GHG emissions. • Maximize the use of electricity from the power grid by replacing diesel- or gasoline-powered equipment. This would reduce GHG emissions because electricity can be produced more efficiently at centralized power plants. • Design the project building to exceed the California Building Code's (CBC) Title 24 energy	

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Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	standard, including, but not limited to, any combination of the following: ○ Increase insulation such that heat transfer and thermal bridging is minimized. ○ Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption. ○ Incorporate ENERGY STAR or better rated windows, space heating and cooling equipment, light fixtures, appliances, or other applicable electrical equipment. • Provide a landscape and development plan for the project that takes advantage of shade, prevailing winds, and landscaping. • Install efficient lighting and lighting control systems. Use daylight as an integral part of the lighting systems in buildings. • Install light-colored "cool" roof and cool pavements. • Install energy-efficient heating and cooling systems, appliances and equipment, and control systems. • Install solar or light-emitting diodes (LEDs) for outdoor lighting. **4.3.6.1C** Prior to the issuance of occupancy permits, the project applicant shall provide evidence to the City of Moreno Valley that the following measures have been incorporated into the operation of the project: • The project applicant shall use less than 3,900 Global Warming Potential (GWP) hydrofluorocarbon (HCF) refrigerants or natural refrigerants (ammonia, propane, carbon dioxide	

MV00178213

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	[CO_2]) for refrigeration and fire suppression equipment. • Provide vegetative or man-made exterior wall shading devices for east-, south-, and west facing walls with windows. • Devise a comprehensive water conservation strategy appropriate for the project and its location. The strategy may include the following, plus other innovative measures that may be appropriate: ○ Install drought tolerant plants for landscaping. ○ Use reclaimed water for landscape irrigation within the project. Install the infrastructure to deliver and use reclaimed water. ○ Install water-efficient irrigations systems, such as weather-based and soil-moisture-based irrigation controllers and sensors for landscaping according to the California Department of Water Resources Model Efficient Landscape Ordinance. • Provide employee education about reducing waste and available recycling services.	
Cumulative Greenhouse Gas Emissions and Climate Change: Cumulatively, the build out of the proposed project would contribute approximately 0.044 metric tons of CO_2e per year, which is 0.009 percent of California's existing total emissions for carbon dioxide, methane, and nitrous oxide (478 metric tons of CO_2e per year). The mitigation measures discussed above will likely reduce the project's emissions of greenhouse gases; however, without the necessary science and analytical tools, it is not possible to determine with certainty whether the project's emissions of greenhouse gases will be cumulatively considerable, within the meaning of *CEQA Guidelines* Sections 15065(a)(3) and 15130.	Significant impact. Mitigation is required. **Mitigation Measures 4.2.6.3A** and **4.3.6.3.B**. **Mitigation Measures 4.3.6.1A** through **4.3.6.1.C**.	Significant and Unavoidable. Given the uncertainty of data and appropriate methodology to accurately analyze, and the inability to quantify the reduction achieved through implementation of strategies and programs previously identified, the proposed project's GHG emission contribution would result in a cumulative impact regarding global climate change and the cumulative impacts of the proposed project on global climate change are considered to be significant and unavoidable.

MV00178214

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
HAZARDS AND HAZARDOUS MATERIALS (FROM THE INITIAL STUDY [APPENDIX A])		
Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	Less than significant impact. No mitigation is required.	Less Than Significant
Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment?	Less than significant impact. No mitigation is required.	Less Than Significant
Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	No impact. No mitigation is required.	Not applicable - No Impact
Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	Less than significant impact. No mitigation is required.	Less Than Significant
For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	Less than significant impact. No mitigation is required.	Less Than Significant
For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	No impact. No mitigation is required.	Not applicable - No Impact
Impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan?	Less than significant impact. No mitigation is required.	Less Than Significant
Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	Less than significant impact. No mitigation is required.	Less Than Significant
HYDROLOGY AND WATER QUALITY (FROM THE INITIAL STUDY [APPENDIX A])		
Would the project: Violate any water quality standards or waste discharge requirements?	Potentially Significant Impact Unless Mitigation Incorporated. **Mitigation Measure HYD-01:** Prior to grading plan approval and the issuance of a grading permit by the	Less Than Significant

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Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or surface runoff in a manner that would result in flooding on site or off site? Create or contribute runoff which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff? Otherwise substantially degrade water quality?	City, the project proponent shall provide evidence to the City that a Notice of Intent (NOI) with the Regional Water Quality Control Board has been filed to be covered under the State NPDES General Construction Permit for discharge of storm water associated with construction activities. **Mitigation Measure HYD-02:** Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall submit to the State Water Quality Control Board, a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall include a surface water control plan and erosion control plan citing specific measures to control on-site and off-site erosion during the entire grading and construction period. Additionally, the SWPPP shall identify structural and nonstructural BMPs to control sediment and non-visible discharges from the site. BMPs to be implemented in the SWPPP may include but shall not be limited to the following: • Sediment discharges from the site may be controlled by the following: gravel bags, silt fences, straw wattles and temporary debris basins (if deemed necessary), and other discharge control devices. The construction and condition of the BMPs will be periodically inspected during construction, and repairs will be made when necessary as required by the SWPPP. • Materials that have the potential to contribute non-visible pollutants to stormwater must not be placed in drainage ways and must be contained, elevated, and placed in temporary storage containment areas. • All loose piles of soil, silt, clay, sand, debris, and other earthen material shall be protected in a reasonable manner to eliminate any discharge	

MV00178216

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	from the site. Stockpiles will be surrounded by silt fences. • The SWPPP will include inspection forms for routine monitoring of the site during the construction phase to ensure NPDES compliance. • Additional BMPs and erosion control measures will be documented in the SWPPP and utilized if necessary. • The SWPPP will be kept on site for the entire duration of project construction and will also be available to the local RWQCB for inspection at any time. In the event that it is not feasible to implement the above BMPs, the City of Moreno Valley can make a determination that other BMPs will provide equivalent or superior treatment either on or off site. **Mitigation Measure HYD-03:** Prior to the issuance of grading permits, the project proponent shall provide evidence to the City that the following provisions have been added to construction contracts for the project: • The Construction Contractor shall be responsible for performing and documenting the application of BMPs identified in the SWPPP. Weekly inspections shall be performed on sediment control measures called for in the SWPPP. Monthly reports shall be maintained by the Contractor and submitted to the City for inspection. In addition, the Contractor will also be required to maintain an inspection log and have the log on site to be reviewed by the City of Moreno Valley and the representatives of the Regional Water Quality Control Board. **Mitigation Measure HYD-04:** Prior to grading plan	

MV00178217

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	approval and the issuance of a grading permit by the City, the project proponent shall receive approval from the City of Moreno Valley for a Final Water Quality Management Plan (F-WQMP). The F-WQMP shall specifically identify pollutants of concern, site design, source control, and treatment control BMPs that shall be used on site to control predictable pollutant runoff in order to reduce impacts to water quality to the maximum extent practicable.	
Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	Less than significant impact. No mitigation is required.	Less Than Significant
Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on site or off site?	Potentially Significant Impact Unless Mitigation Incorporated. **Mitigation Measure HYD-05:** Prior to grading plan approval and the issuance of a grading permit, the project proponent shall submit a detailed grading plan and drainage report, with supporting engineering calculations, to the City Engineer for review and approval. The plan and report shall incorporate relevant requirements identified by the City and/or site-specific geotechnical investigations. The plan and report shall provide evidence that the storm drainage system would be adequate to convey water for the 100-year storm event from the project site and that the post-development flows exiting the proposed project site are less than or equal to pre-development flows.	Less Than Significant
Place housing within a 100-year floodplain, as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	No impact. No mitigation is required.	Not applicable - No Impact
Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	Less than significant impact. No mitigation is required.	Less Than Significant

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Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	No impact. No mitigation is required.	Not applicable - No Impact
Expose people or structures to inundation by seiche, tsunami, or mudflow?	Less than significant impact. No mitigation is required.	Less Than Significant
LAND USE (FROM THE INITIAL STUDY [APPENDIX A])		
Physically divide an established community?	No impact. No mitigation is required.	Not applicable - No Impact
Conflict with an applicable land use plan, policy or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	Less than significant impact. No mitigation is required.	Less Than Significant
Conflict with any applicable habitat conservation plan or natural community conservation plan?	Potentially Significant Impact Unless Mitigation Incorporated. Implementation of **Mitigation Measures BIO-1 through BIO-4**	Less Than Significant
MINERAL RESOURCES (FROM THE INITIAL STUDY [APPENDIX A])		
Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	No impact. No mitigation is required.	Not applicable - No Impact
Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	No impact. No mitigation is required.	Not applicable - No Impact
4.4 NOISE		
For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, results in exposure of people residing or working in the project area to excessive noise levels.	No impact. No mitigation is required.	Not applicable - No Impact
For a project within the vicinity of a private airstrip, expose people residing or working in the project area to excessive noise levels.	No impact. No mitigation is required.	Not applicable - No Impact
Would the project result in exposure of persons to or generation of excessive groundborne vibration or	Less than significant impact. No mitigation is required.	Less Than Significant

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Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
groundborne noise levels?		
Long-Term Traffic Noise Impacts: Would the project result in a substantial temporary, periodic, and/or permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	Less than significant impact. No mitigation is required.	Less Than Significant
Long-Term Operational Noise Impacts: Would the project cause exposure of persons to or generation of noise levels in excess of standards established in the City of Moreno Valley General Plan, Moreno Valley Municipal Code, or applicable standards of other agencies?	Less than significant impact. No mitigation is required	Less Than Significant
Short-Term Construction Noise Impacts: Would the project result in a substantial temporary, periodic, and/or permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	Significant impact. Mitigation is required. **4.9.6.1A** During all project site excavation and grading on site, the project contractor shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers consistent with manufacturers' standards. **4.9.6.1B** The project contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest to the project site. **4.9.6.1C** The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise-sensitive receptors nearest to the project site during all project construction. **4.9.6.1D** During all project site construction activities, the construction contractor shall limit all construction-related activities that would result in high noise levels to between the hours of 6:00 a.m. and 8:00 p.m. on weekdays and between the hours of 7:00 a.m. to 8:00 p.m. on weekends and holidays, unless written approval is obtained from the City Building Official or City Engineer. For grading activity, the hours are limited to between 7 am and 6 pm weekdays and 8 am to 4 pm on weekends and holidays.	Less Than Significant

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Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
Cumulative Noise Impacts: It is not possible to predict if contiguous properties may be constructed at the same time and create cumulative noise impacts that would be greater than if developed at separate times, However, in the event that adjacent properties are developed at the same time as the proposed project, implementation of the required mitigation at each development site would reduce the cumulative impacts of the proposed project to less than significant levels. The increases over existing traffic volume are attributable to cumulative development projects in the project vicinity and region. Cumulative noise impacts associated with roadway noise have been addressed based on the projected future traffic volumes. Comparing cumulative noise levels that would occur both with and without the project, the proposed project would not expose sensitive uses located adjacent to area roadways to excessive noise levels. Therefore, the proposed project's contribution to cumulative noise impacts at sensitive uses would not be significant.	No Impact. No mitigation is required.	Less Than Significant
POPULATION AND HOUSING (FROM THE INITIAL STUDY [APPENDIX A])		
Induces substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	Less than significant impact. No mitigation is required.	Less Than Significant
Displaces substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	No Impact. No mitigation is required.	Not applicable - No Impact
Displaces substantial numbers of people, necessitating the construction of replacement housing elsewhere?	No Impact. No mitigation is required.	Not applicable - No Impact
PUBLIC SERVICES (FROM THE INITIAL STUDY [APPENDIX A])		
Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other	Less than significant impact. No mitigation is required.	Less Than Significant

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Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
performance objectives for any of the public services: A) Fire Protection		
Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: B) Police Protection	Less than significant impact. No mitigation is required.	Less Than Significant
Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: C) Schools	Less than significant impact. No mitigation is required.	Less Than Significant
Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: D) Parks	No Impact. No mitigation is required.	Not applicable - No Impact
Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: E) Other Public Facilities	Less than significant impact. No mitigation is required.	Less Than Significant

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Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
RECREATION (FROM THE INITIAL STUDY [APPENDIX A])		
Would the project increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	Less than significant impact. No mitigation is required.	Less Than Significant
Would the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	Less than significant impact. No mitigation is required.	Less Than Significant
4.5 TRANSPORTATION		
Would the proposed project substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	Less than significant impact. No mitigation is required.	Less Than Significant
Would the proposed project result in inadequate emergency access?	Less than significant impact. No mitigation is required.	Less Than Significant
Would the proposed project conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	Less than significant impact. No mitigation is required.	Less Than Significant
Would the proposed project result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	Less than significant impact. No mitigation is required.	Less Than Significant
Would the proposed project conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways, and freeways, pedestrian and bicycle paths, and mass transit? Would the proposed project conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	<u>Existing Plus Project Intersection, Roadway Segment, and Freeway Segment Impacts</u>: Significant impact. Mitigation is required. **4.5.6.1A.** Prior to the issuance of building permits, the project applicant shall participate in the City of Moreno Valley Development Impact (DIF) Fee Program and pay the project's fair share for local circulation improvements as outlined in the VIP Moreno Valley Project Traffic Study. The City shall ensure that the intersection and street improvements outlined in the VIP Moreno Valley Project Traffic Study will be constructed pursuant to the timeframes established by the City of Moreno Valley Development Impact Fee Program.	Intersections and Roadway Segments: Less Than Significant Freeway Segments: Significant and Unavoidable

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Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	4.5.6.1B. Prior to the issuance of building permits, the project applicant shall participate in the County of Riverside Transportation Uniform Mitigation Fee (TUMF) Program and pay the project's fair share for regional circulation improvements. The City shall ensure that the intersection and street improvements outlined in the VIP Moreno Valley Project Traffic Study will be constructed pursuant to the timeframe established by the County of Riverside TUMF Program.	
Would the proposed project conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways, and freeways, pedestrian and bicycle paths, and mass transit? Would the proposed project conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	<u>Opening Year 2013 Cumulative With Project Conditions Project Intersection, Roadway Segment, and Freeway Segment Impacts:</u> Significant impact. Mitigation is required. **4.5.6.2A.** Prior to the issuance of occupancy permits, the project applicant shall have constructed the site access roadway improvements outlined below. • Indian Street/South Project Driveway: Restripe to convert center turn lane on Indian Street to a two-way left-turn lane. This location does not meet a peak hour signal warrant. This is a site-adjacent improvement to be constructed by the project applicant.	Intersections and Roadway Segments: Less Than Significant Freeway Segments: Significant and Unavoidable
<u>Cumulative Impacts:</u> With the development of the proposed project and the cumulative projects, ten intersections and four roadway segments would require improvements in order to maintain the City's LOS standard. The LOS analysis for freeway segments and ramp merge/diverge areas indicates that three freeway segments and ramp merge/diverge areas would operate at unsatisfactory levels of service with the development of proposed project and cumulative projects.	Significant impact. Mitigation is required. **Mitigation Measures 4.5.6.1A, 4.5.6.1B and 4.5.6.2A.**	The roadway and intersection improvements are consistent with the City's General Plan and are included in the County's TUMF program, with the exception of Indian Street/South Project Driveway which would be constructed entirely by the project applicant. A portion of the City's DIF is allocated toward funding improvements to the City's transportation system and the specific improvements are based on the General Plan Circulation Element. For these reasons, the project's impacts to affected roadway segments will be mitigated

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Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
		through payment of the City's DIF and the County's TUMF resulting in a less than significant impact. Improvements to affected freeway segments and ramp merge/diverge areas are outside the City's jurisdiction. Since the City has no control over when and how these improvements will be in place, impacts associated with the se identified freeway segments would remain significant and unavoidable until such improvements are constructed.
UTILITIES AND SERVICE SYSTEMS (FROM THE INITIAL STUDY [APPENDIX A])		
Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	Less than significant impact. No mitigation is required.	Less Than Significant
Require or result in construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	Less than significant impact. No mitigation is required.	Less Than Significant
Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects	Less than significant impact. No mitigation is required.	Less Than Significant
Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	Less than significant impact. No mitigation is required.	Less Than Significant
Result in a determination by the wastewater treatment provider which serves or may serve the project determined that it has adequate to serve the project's projected demand in addition to the provider's existing commitments?	Less than significant impact. No mitigation is required.	Less Than Significant
Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	Less than significant impact. No mitigation is required.	Less Than Significant
Comply with federal, state, and local statues and regulations related to solid waste?	Less than significant impact. No mitigation is required.	Less Than Significant

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2.0 INTRODUCTION AND PURPOSE

This section of the Draft EIR describes the purpose and type of EIR, the intended uses of the EIR, documents incorporated by reference, and the process and procedures governing the preparation of the environmental document. Included in this section is a discussion of issues determined to be less than significant. This section also identifies topic areas of discussion and analysis in the Draft EIR and provides an outline of the document format.

2.1 DOCUMENT FORMAT

To assist the reader's review of the document, the following describes the format of this EIR.

Section 1.0 *Executive Summary* provides a summary of the EIR document and (in Table 1.B) the proposed project impacts, proposed mitigation measures, and the level of significance of each impact following the application of identified mitigation measures.

Section 2.0 *Introduction and Purpose* provides a discussion of the EIR's purpose, focus, legal requirements, and an outline of the document's format and content.

Section 3.0 *Project Description* provides a detailed description of the proposed project, discretionary actions required to implement the project, and objectives of the proposed project.

Section 4.0 *Existing Setting, Impacts, and Mitigation Measures* evaluates the impacts associated with the proposed project. This section is organized by issue area and follows the following framework:

- *Existing Setting*. Information in the existing setting contains a discussion of the local and regional environment conditions (environmental and man-made) in existence at the time the NOP was circulated for public review. Existing setting information provides the reader with the "baseline" from which future impacts are analyzed, and provides a standard against which to measure these impacts.
- *Existing Policies and Regulations.* Regulatory requirements and policies (federal, state, and local) applicable to the issue area are summarized.
- *Methodology.* Identification of methods and techniques utilized for analysis.
- *Thresholds of Significance*. Determinations regarding the significance of potential impacts resulting from implementation of the proposed project are provided. These thresholds represent the criteria used in this EIR to determine whether identified impacts are significant.
- *Impacts*. Potential impacts are identified based on implementation of the proposed project. An analysis of potential impacts of the proposed project is presented in this section. This discussion focuses on the impacts of implementation of the proposed project, and includes potential short-term/long-term and direct/indirect project impacts, and consistency with applicable planning documents or regulations.
    - *Mitigation Measures*. The measures proposed to mitigate any potential impacts of the proposed project.
    - *Level of Significance after Mitigation.* Discussion that provides a conclusion as to whether implementation of the mitigation measures will reduce the project-related and cumulative impacts to a level that is less than significant.

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- *Cumulative Impacts.* This discussion focuses on the potential environmental effect of the proposed project combined with the effects of reasonably foreseeable development within the project study area.

Section 5.0 *Additional Topics Required by CEQA* contains discussions of additional topics required by CEQA, including unavoidable effects of the proposed project, growth inducement, and significant irreversible environmental changes.

Section 6.0 *Alternatives* contains discussion of alternatives to development of the proposed project. As intended by CEQA, sufficient information about each alternative is included to provide meaningful evaluation, analysis, and comparison with the proposed project. This section also evaluates the proposed effects of the No Project Alternative and identifies the environmentally superior alternative.

Sections 7.0–9.0 Contain listings of organizations and persons consulted in preparation of the EIR, references cited, a list of the EIR preparers, and acronyms used in the document.

The *Appendices* contain a copy of the NOP, NOP mailing list, NOP comment letters and responses, public scoping meeting information, technical reports, and other relevant correspondence received during the course of the analysis of the proposed project.

2.2 PURPOSE OF THE DRAFT ENVIRONMENTAL IMPACT REPORT

Approval of the proposed project requires the following discretionary actions by the City:

- Certification of the Project EIR;
- Approval of a Tentative Parcel Map; and
- Approval of the Development Plan Review.

Because of these discretionary actions to be considered by the City, CEQA requires that the proposed project be reviewed to determine the environmental effects that would result if the project is approved and implemented. The City is the Lead Agency and has the responsibility for preparing and certifying this EIR prior to consideration of the proposed project. The City has the authority to make decisions regarding discretionary actions relating to implementation of the proposed project. Ministerial actions include approval of a Preliminary Water Quality Management Plan (P-WQMP) and Final WQMP (F-WQMP), Grading Plans, and Improvement Plans.

The objective of the Draft EIR is to inform City decision-makers, representatives of other affected/responsible agencies, the public, and other interested parties of the potential environmental consequences that may be associated with the approval and implementation of the proposed project. The Draft EIR also examines various alternatives to the proposed project and describes potential impacts relating to a variety of environmental issues and methods in which these impacts would be mitigated or avoided. This Draft EIR has been prepared in accordance with CEQA, California Public Resources Code Section 21000 *et seq.*; the *Guidelines for California Environmental Quality Act* (California Code of Regulations, Title 14, Chapter 3); and the rules, regulations, and procedures for implementing CEQA as adopted by the City.

2.2.1 Purpose of the California Environmental Quality Act

According to Section 15002 of *CEQA Guidelines*, the basic purposes of CEQA are to:

- Inform government decision-makers and the public about the potential significant environmental effects of proposed activities;

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- Identify ways that environmental damage can be avoided or significantly reduced;
- Prevent significant, avoidable damage to the environment by requiring changes in projects through the use of alternatives or mitigation measures when the governing agency finds the changes to be feasible; and
- Disclose to the public the reasons why a governmental agency approved the project in the manner the agency chose if significant environmental effects are involved.

2.2.2 Intended Use of This EIR

The City, as the Lead Agency, has the responsibility for reviewing and approving the project-related actions. Under contract to the City and as permitted under *CEQA Guidelines* (§ 15084[d-e]), LSA Associates, Inc. (LSA), an independent environmental consulting firm, has prepared the Draft EIR. Prior to certification, this EIR must be subjected to the City's independent review and analysis. The information and conclusions must represent the City's independent judgment. This Draft EIR has been prepared utilizing information from City planning and environmental documents, applicant-provided technical studies; and other publicly available data. This Draft EIR is intended to provide the City with relevant information to use in considering approval of the proposed project by the City, and will serve as an informational document to assess the environmental effects of the proposed project and mitigation measures recommended to avoid or minimize identified significant impacts. As a public disclosure document, the Draft EIR has been made available to public agencies and the public for review prior to the City's consideration of the discretionary actions required for project approval.

2.2.3 Incorporated Documents

CEQA *Guidelines* (§ 15150) permits the incorporation by reference of all or portions of other documents that are generally available to the public. Any documents incorporated by reference are to be made available to the public for inspection at a public place or public building and CEQA requires that the EIR state where the incorporated documents will be made available for public inspection. The following documents have been incorporated by reference:

- *City of Moreno Valley General Plan*, adopted June 11, 2006.
- *City of Moreno Valley General Plan Final Environmental Impact Report*, July 2006.

Information from these documents relates to the condition of the natural and built environment; the type and level of services provided; City objectives, goals, and policies; thresholds for the evaluation of potential environmental impacts; and mitigation measures incorporated into the analysis contained in this Draft EIR. All of the project-related documents are available for review at the following locations:

City of Moreno Valley
Community Development Department
Planning Division
14177 Frederick Street
Moreno Valley, California 92553
(951) 413-3206
e-mail: jeffreyb@moval.com
Hours:
Monday through Thursday: 7:30 a.m. to 5:30 p.m.
Friday: closed

Moreno Valley Main Library
25480 Alessandro Boulevard
Moreno Valley, California 92553
(951) 413-3880
Hours:
Monday–Thursday: 9:00 a.m. to 8:00 p.m.
Saturday: 9:00 a.m. to 5:00 p.m.
Friday and Sunday: closed

The Draft EIR and technical studies is available online at the City's website: http://www.moval.org.

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2.2.4 Technical Reports

Various technical reports have been prepared to assess specific issues that may result from the construction and operation of the proposed project. As relevant, information from these technical reports has been incorporated into the Draft EIR. The technical reports and other information included as appendices to this EIR include the following:

- Appendix A: *Initial Study, NOP, and NOP Comment Letters*, August 2011.
- Appendix B: Initial Study Technical Reports
  - Appendix B-1: *General Habitat Assessment, 71± Site (APNs: 316-210-071, -073, -075, -076), Moreno Valley, Riverside County California*, Ecological Sciences, Inc., August 1, 2010.
  - Appendix B-2: *Jurisdictional Survey and MSHCP Riparian/Riverine/Vernal Pools Evaluation, 71± Site (APNs: 316-210-071, -073, -075, -076), Moreno Valley, Riverside County California*, Ecological Sciences, Inc., November 1, 2009.
  - Appendix B-3: *Focused Surveys for Selected Criteria Area and Narrow Endemic Plant Species, 71± Site (APNs: 316-210-071, -073, -075, -076), Moreno Valley, Riverside County California*, Ecological Sciences, Inc., November 9, 2009.
  - Appendix B-4: *Focused Western Burrowing Owl Survey, 71± Site (APNs: 316-210-071, -073, -075, -076), Moreno Valley, Riverside County California*, Ecological Sciences, Inc., November 11, 2009.
  - Appendix B-5: *Phase I Cultural Resources Assessment and Paleontological Records Review Perris Bouldevard Project, Moreno Valley, Riverside County, California,* Michael Brandman Associates, March 22, 2007.
  - Appendix B-6: *Geotechnical Engineering Investigation Proposed Industrial Development Southwest Corner of Perris Boulevard and Grove View Road Moreno Valley, California*, NorCal Engineering, March 7, 2007.
  - Appendix B-7: *Phase I Environmental for the Evaluation of Potentially Hazardous Materials*, Centec Engineering, February 23, 2007.
  - Appendix B-8: *Preliminary Hydrology Report and Hydraulic Analysis for PA09-004, VIP Moreno Valley, SWC Perris Boulevard and Grove View Road*, Robert A. Bebensee, R.C.E., March 27, 2009.
  - Appendix B-9: *Preliminary Water Quality Management Plan, for PA09-0004 VIP Moreno Valley, SWC Perris Boulevard and Grove View Road*, Robert A. Bebensee, R.C.E., July 24, 2009.
  - Appendix B-10: *Water Supply Assessment for City of Moreno Valley Plot Plan Application PA09-004*, Eastern Municipal Water District, January 20, 2010.
- Appendix C: *LESA Modeling Worksheets*, LSA Associates, Inc., August 2011.
- Appendix D-1: *Air Quality Analysis VIP Moreno Valley*, LSA Associates, Inc., August 2011.
- Appendix D-2: *Health Risk Assessment VIP Moreno Valley*, LSA Associates, Inc., August 2011.
- Appendix E: *Greenhouse Gas Emissions and Global Climate Change Study*, LSA Associates, Inc., August 2011.
- Appendix F: *Noise Impact Analysis VIP Moreno Valley*, LSA Associates, Inc., August 2011.

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- Appendix G: *Traffic Study VIP Moreno Valley*, LSA Associates, Inc., January 2012.

In addition to these technical studies, this Draft EIR includes the Initial Study, NOP, Distribution List, and public responses to the NOP, which are included as Appendix A.

2.3 PUBLIC REVIEW OF THE DRAFT ENVIRONMENTAL IMPACT REPORT

This Draft EIR will be distributed to responsible and trustee agencies, other affected agencies, and interested parties. Additionally, in accordance with Public Resources Code 21092(b)(3), the Draft EIR will be provided to all parties who have previously requested copies. Notice of Completion and Availability of the Draft EIR will be distributed as required by CEQA. During the 45-day public review period, the Draft EIR and technical appendices will be made available for review.

Written comments regarding this Draft EIR should be addressed to:

Jeff Bradshaw, Associate Planner
City of Moreno Valley, Planning Division
14177 Frederick Street
Post Office Box 88005
Moreno Valley, California 92553
Phone: (951) 413-3224
e-mail: jeffreyb@moval.com

After the 45-day public review period, written responses to all significant environmental issues raised will be prepared. These responses will be available for review for a minimum of 10 days prior to the public hearing before the Planning Commission, at which time the certification of the Final EIR will be considered. The Final EIR, which includes the Draft EIR, the public comments and responses to the Draft EIR, and findings will be included as part of the environmental record for consideration by the City decision-makers.

2.3.1 Initial Study and Notice of Preparation

The City formally initiated the environmental process with circulation of an NOP, which it sent to responsible agencies and interested individuals for a 30-day review period from August 26 to September 26, 2011. At the close of the public review period, the City had received 12 letters on the NOP. Summaries of the comments received during the NOP comment period have been previously identified in Section 1.3.1 of this Draft EIR. The NOP and the responses to the NOP from agencies and individuals are included in Appendix A of this EIR.

2.3.2 Public Scoping Meeting

A public scoping meeting was held to solicit public comment as to the scope of the EIR. This meeting was held on September 19, 2011, at 6:00 p.m. at the City of Moreno Valley City Council Chambers. Other than City staff and the EIR consultant, two members of the public attended and only one question was asked regarding the location of the project's soil export site.

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2.4 POTENTIAL SIGNIFICANT IMPACTS OF THE PROPOSED PROJECT DISCUSSED IN THE EIR

As identified in the NOP, this Draft EIR includes an analysis of potential environmental effects associated with the following issues:

- Agricultural and Forest Resources
- Air Quality
- Greenhouse Gases and Global Climate Change
- Noise
- Transportation

2.5 EFFECTS FOUND NOT TO BE SIGNIFICANT

As required under CEQA (§ 15128), an EIR is to contain a statement supporting the Lead Agency's determination that some of the possible effects of a project are not significant and, therefore, are not discussed in detail in the EIR. The City has determined that potential impacts related to the following issue areas are either no impact, less than significant, or less than significant with implementation of mitigation measures (as indicated in the Initial Study (Appendix A). Mitigation that is identified for issues that were determined to be less than significant with the implementation of mitigation measures will be identified in the Mitigation Monitoring Plan that will be attached to the Final EIR and adopted by the City. The discussion below addresses each significance threshold as indicated in Appendix G of the CEQA Guidelines to make it clear to the reader which impacts are no impact, less than significant and less than significant with the implementation of mitigation measures.

2.5.1 Aesthetics

Would the project:

a) Have a substantial adverse effect on a scenic vista?

Less Than Significant Impact. According to the Moreno Valley General Plan EIR, much of the existing development within the planning area is limited to the flat valley floor, preserving the views of the largely undeveloped surrounding hillsides. Existing urbanized development consists of residential, business park, commercial, office, and public uses, with single-family residential uses comprising the great majority of urbanized land. Non-residential urban uses are concentrated along major transportation corridors and around the joint civilian and military use March Air Reserve Base. The proposed project is not within a scenic vista identified by the City's General Plan or Specific Plan 208. Although the General Plan identifies major scenic resources (i.e., surrounding mountains, San Jacinto/Hemet Valley, buildings, landscaping, and signs) in Moreno Valley as being visible from SR-60, the project would not affect views of these major scenic resources. In addition, the proposed project is consistent with development envisioned in the General Plan and Specific Plan 208, and based on the narrow definition of what constitutes a scenic vista as described in the City's General Plan EIR,[1] the potential impact to scenic vistas would be less than significant

b) Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?

No Impact. The proposed project is not located along a state scenic highway, nor are any state scenic highways located in the project vicinity.[2] As noted in the discussion above, the City's General Plan identifies major scenic resources as being visible from SR-60 and the project would not affect views of these major scenic resources. In addition, the proposed site does not contain rock outcroppings,

[1] *Figure 5.11-1 Major Scenic Resources*, City of Moreno Valley General Plan Final Program EIR, July 2006.
[2] Caltrans California Scenic Highway Program, http://www.dot.ca.gov/hq/LandArch/scenic/cahisys.htm, website accessed June 8, 2011.

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historic buildings of significance, or other features that have been identified as scenic resources by either the City or State. The site does contain several ornamental trees (Eucalyptus, pine, and Peruvian pepper). Prior to development of the site, the developer will be required to replace all mature trees 4 inches in diameter or greater in accordance with the City's tree removal replacement policy. As no impact to an identified scenic resource within a state scenic highway would result from development of the proposed on-site uses, no impact associated with this issue would occur.

c) Substantially degrade the existing visual character or quality of the site and its surroundings?

Less Than Significant Impact. Visual impacts associated with changes to the general character of the *project site (e.g., loss of open area), the components of the visual settings (e.g., landscaping and* architectural elements), and the visual compatibility between proposed site uses and adjacent land uses would occur. The significance of visual impacts is inherently subjective as individuals respond differently to changes in the visual characteristics of an area. The project site is currently undeveloped with existing warehousing and industrial uses to the north, east, and west. Implementation of the proposed project would result in the construction and operation of approximately 1,616,133 square feet of warehouse distribution uses with associated parking areas, landscaping, and roadway infrastructure within approximately 71 acres. Therefore, development of the proposed project would change the character of the project site from open space to a more urbanized setting. The change in the character of the site would constitute an alteration of the existing visual character of the project site.

The proposed project features a variety of architectural elements including façade accents such as corner treatments and roof trim. The project would also provide variation in wall planes that serve to avoid an institutional appearance and break up the bulk of the buildings. This variation creates shadow lines at various times of the day. The proposed landscaping would replace the scattered weedy vegetation with a consistent and integrated vegetation palette. Landscaping on site would be provided in accordance with City Municipal Code Chapter 9.17, which requires the installation of landscaping on site and the planting of one tree for every 30 linear feet of building dimension that is visible from the parking lot or public right-of-way. The proposed project would also be required to install landscape and irrigation and provide screen walls to block view of activity in truck court. Additionally, the proposed project would include the installation of water-efficient landscaping throughout the development with landscaping proposed along the project perimeter, internal drives, and throughout the on-site parking areas. The City's Municipal Code (Section 19.05 and Table 9.05.040-8) establishes the number, location, height, and style of signage permitted within industrial zones. The submittal and approval of signs are required for all development in the City; therefore, it is reasonable to conclude that any on-site signs are internally compatible and consistent with the City's current signage standards. Adherence to City requirements would result in a less than significant level.

Although the visual characteristic of the project site would change, there would be no demonstrable negative aesthetic effect to the existing visual character or quality of the project site or its surroundings. The proposed project would replace the existing vacant parcel with development that is visually compatible with existing development in the vicinity as well as the proposed future urbanization of the area through the use of architectural elements, landscaping, and project design. In addition, the proposed project would be designed and constructed per applicable City Municipal Code and General Plan standards. Therefore, because no demonstrable negative aesthetic effect to the existing visual character or quality of the project site or its surroundings is anticipated to result from the proposed project, no significant impact related to this issue would occur.

d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Less Than Significant Impact. Currently, there are no sources of light or glare on the project site. Existing sources of light and glare from surrounding areas include streetlights, exterior lighting from the nearby warehouse buildings, and vehicle headlights from motorists driving along Perris

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Boulevard. Development of the project site would introduce a new source of light and glare into the area in the form of street lighting, parking lot lighting, and security lighting for the buildings. It is anticipated that the materials utilized in the construction of the proposed lighting fixtures would be generally similar to those utilized in nearby warehouse uses within the City. Lighting within loading areas will be directed downward so as to not project lighting into the sky.

Exterior surfaces of the concrete tilt-up structure would be finished with a combination of architectural coatings, trim, glazing, and other building materials such as concrete and brushed metal. The proposed project is not expected to significantly increase the amount of daytime glare in the project area. All development in the City, which includes light generated from warehouse buildings and parking lots, is required to adhere to lighting requirements contained in the City's Municipal Code (Section 9.08.100 Lighting), which states that any outdoor lighting associated with nonresidential uses shall be shielded and directed away from the surrounding residential uses. Such lighting shall not exceed one-half foot-candle at all property lines and shall not blink, flash, oscillate, or be of unusually high intensity or brightness. Lighting in parking areas and drive aisles must be at least 1.0 foot-candle and cannot exceed a maximum of 8 foot-candles. Adherence to the City's Zoning Code would ensure that any building or parking lighting would not significantly impact adjacent uses. Therefore, impacts associated with this issue are less than significant

2.5.2 Biological Resources

Would the project:

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

Potentially Significant Unless Mitigation Incorporated. The following discussion is based in part on the *General Habitat Assessment*[1] prepared for the proposed project, including focused burrowing owl, special status plant, and wetland determination studies contained in its appendices. Biological resources surveys were conducted on the project site in February, May, June, and July 2007, and August and October 2009.

The proposed project site was last used for agricultural purposes in 2005 and currently lies fallow. The site is disked annually to reduce weed growth and fire hazards. Portions of the site have also been scraped by earthmoving equipment associated with adjacent development, roadway work, construction equipment staging, and stockpiling. Non-native, ornamental trees are located in the southeast portion of the site. Four small depressions created by construction activities are located on the eastern edge of the site. A north-south ditch is located through the center of the site.

In general, the existing condition on site is characterized as a regularly disked field that supports little to no standing vegetation. Ruderal (weedy) herbs and grasses occupy portions of the site perimeter, the ditch, and depressions. Ruderal, invasive species observed on the site included Palmer's amaranthus (*Amaranthus palmeri*), Russian thistle (*Salsola tragus*), pigweed (*Chenopoium album*), cheeseweed (*Malva parviflora*), foxtail chess (*Bromus madritensis*), ripgut grass (*Bromus diandrus*), barely (*Hordeum murinum*), common sow thistle (*Sonchus oleraceus*), prickly lettuce (*Lactuca serriola*), five-hook bassia (*bassia hysopifolila*), knotweed (*Polygonum arenastrum*), and short-pod mustard (*Hirschfeldia incana*). Ornamental trees include gum tree (*Eucalyptus* sp.), pine (*Pinus* sp.), and Peruvian pepper (*Schinus molle*). Native plant species present on the site include common sunflower (*Helianthus annuus*), Rancher's fireweed (*Amsinckia menziesii*), California-aster (*Lessingia filaginifolia*), horseweed (*Conyza canadensis*), a few mule fat (*Baccharis salicifolia*), and one broom baccharis (*Baccharis sarothroides*). The ditch supports many of the ruderal species cited above as well as scattered night shade (*Solanum* sp.), pineapple weed (*Chamomilla suaveolens*), dog

[1] *General Habitat Assessment, 71-acre Site, APNs 316-210-071, -073, -075, -076*, Ecological Sciences, Inc. August 1, 2010.

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mayweed (*Anthemis cotula*), curly dock (*Rumex crispus*), tarplant (*Centromadia pungens* ssp. *pungens*), willow-herb (*Epilobium ciliatum*), salt heliotrope (*Heliotropium curassavicum*), fleabane (*Conyza bonariensis*), thistle (*Cirsium* sp.), Rancher's fireweed, decaying stalks of cattails (*Typha latifolia*), one willow (*Salix* sp.), and invasive salt cedar (*Tamarix* sp.). The four depressions are dominated by brome grasses, filaree (*Erodium cicutarium*), mustards (*Brassica/Hirschfeldia* sp.), Russian thistle, Bermuda grass (*Cynodon dactylon*), aster, mayweed, telegraph weed (*Heterotheca grandiflora*), common sunflower, Australian salt bush (*Atriplex semibaccata*), fleabane, and nettle-leaved goosefoot (*Chenopoium murale*).

Birds observed on the site included the red-tailed hawk (*Buteo jamaicensis*), American kestrel (*Falco sparverius*), common raven (*Corvus corax*), American crow (*Corvus brachyrhynchos*), Brewer's blackbird (*Euphagus cyanocephalus*), European starling (*Sturnus vulgaris*), rock dove (*Columbia livia*), Say's phoebe (*Sayornis saya*), northern mockingbird (*Mimus polyglottos*), western kingbird (*Tyrannus verticalis*), western meadowlark (*Sturnella neglecta*), morning dove (*Zenaida macroura*), house finch (*Carpodacus mexicanus*), and house sparrow (*Passer domesticus*). Reptiles observed on the site included the side-blotched lizard (*Uta stansburiana*) and western fence lizard (*Sceloporus occidentialis*). Mammals observed on the site included the California ground squirrel (*Spermophilus beecheyi*), desert cottontail (*Sylvilagus audubonii*), and pocket gopher (*Thomomys bottae*).

Thirty-one species in western Riverside County have special status under the Federal Endangered Species Act (FESA) and/or the California Endangered Species Act (CESA). These include species that are listed as "endangered" or "threatened" under the FESA or that have been "proposed" or are "candidates" for such listing. These also include species that are listed as "endangered," "threatened," or "rare" under the CESA or that have been petitioned (i.e., are "candidates") for listing. The Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) provides for the long-term survival of protected and sensitive species by designating a contiguous system of habitat to be added to existing public/quasi-public lands. The Plan includes an impact fee collected by the 16 member cities and other local agencies, including the City of Moreno Valley, used to acquire these lands. Depending on the location of a private or public development project, certain biological studies may be required to comply with the MSHCP. The MSHCP defines two distinct consistency processes for development projects based on their location within the MSHCP Plan Area, with separate processes for projects located outside of Criteria Areas and those within a Criteria Area. Through implementation of these requirements, development projects are found to be consistent with the MSHCP, and impacts to covered species are considered less than significant. The project site is not located within an MSHCP Criteria Area, but is located in an area requiring habitat assessments for burrowing owl (*Athene cunicularia*), five Narrow Endemic Plant Species (NEPS), and nine Criteria Area Plant Species (CAPS). A Jurisdictional Delineation is required to assess potential jurisdiction of the ditch running north/south through the center of the project site.

Species Status Avian and Burrowing Owl Species

Burrowing owls or their sign (pellets, fecal material, or prey remains) were not observed during the habitat assessment surveys (February 2007) or focused surveys (August 2009) conducted on site. Due to intensive disking that had occurred on site, only a few marginally suitable potential burrows were identified. Although burrowing owl is known to occur on land that has been disturbed, it tends to avoid heavily disked areas because potential burrows occlude/collapse. However, burrowing owls, and other native bird species protected under the Migratory Bird Treaty Act (MBTA), are very mobile and opportunistic species that can occupy a site. For this reason, **Mitigation Measures BIO-1** through **BIO-4** requiring pre-construction surveys will be implemented to reduce impacts to nesting birds and burrowing owl.

- **Mitigation Measure BIO-1:** No more than 72 hours prior to initiation of ground-disturbing activities, a pre-construction survey shall be completed by a qualified biologist. The survey will identify special status avian species (if any) within the area of intended disturbance. In the event no special status avian species are identified within the limits of disturbance, no further

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mitigation is required. In the event such species are identified within the limits of ground disturbance, **Mitigation Measure BIO-3** shall apply.

- **Mitigation Measure BIO-2:** No more than 72 hours prior to initiation of ground-disturbing activities, a pre-construction burrowing owl survey shall be completed by a qualified biologist for the planned disturbance area. The pre-construction burrowing owl surveys may be conducted as part of the survey required in **Mitigation Measure BIO-1**. A report detailing the findings of the pre-construction survey shall be submitted to the City prior to the initiation of ground-disturbing activities. In the event no burrowing owls are identified within the limits of ground disturbance, no further mitigation is required. In the event burrowing owls are identified within the limits of ground disturbance, **Mitigation Measures BIO-3** and **BIO-4** shall apply.
- **Mitigation Measure BIO-3:** If nesting special status avian or burrowing owl species are determined to occupy a proposed area of disturbance, no construction activity shall take place within 500 feet of an active nest/burrow until it has been determined that the nest/burrow is no longer active, and all juveniles have fledged the nest/burrow.
- **Mitigation Measure BIO-4:** If active burrowing owl burrows are detected outside the breeding season, then passive and/or active relocation may be approved following consultation with the CDFG and/or USFWS. One-way doors may be installed as part of a passive relocation program. Burrowing owl burrows shall be excavated with hand tools by a qualified biologist when determined to be unoccupied, and backfilled to ensure that animals do not re-enter the holes/dens.

Implementation of the above-listed mitigation measures would reduce impacts to burrowing owl and special status avian species to a less than significant level.

Special Status Plant Species

The five NEPS and nine CAPS were not observed during the general survey (February 2007) and focused surveys (May, June, and July 2009) conducted on site. Overall, the project site lacks suitable habitat for these species due to historic agricultural activities. Nonetheless, focused surveys were conducted to cover the four depressed areas and the ditch. No special status plants were observed during the focused surveys. Because of the absence of members of the species and suitable habitat, a less than significant impact to special status plants would occur.

b) Have a substantially adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Wildlife Service?

Less than Significant Impact. Assessment of the MSHCP objectives associated with Riparian/Riverine Areas, Vernal Pools, and Fairy Shrimp is required because of the presence of the four depressions on the eastern project boundary and the ditch that runs north-south through the center of the site. This assessment was included in the *Jurisdictional Survey and MSHCP Riparian/Riverine/Vernal Pools Evaluation* prepared for the project.[1] No evidence of a natural stream course, riparian area, or vernal pool was observed during the February 2007 general site survey. Subsequent field survey in October 2009 identified mud cracks in the four depressions along the eastern project boundary. In 2007, this area had been recently scraped as part of the City's Perris Boulevard widening project. As part of the biological resources assessment for the roadway widening project, dry season fairy shrimp surveys yielded the presence of the common Lindahl's (versatile) fairy shrimp (*Branchinecta lindahli*), which is a non-listed species. The City mitigated impacts to the vernal pool by purchasing mitigation bank credits toward an off-site wetland mitigation bank. Complete mitigation of impacts to these vernal pools has been satisfied. No further analysis of this issue in the EIR is required.

[1] Jurisdictional Survey and MSHCP Riparian/Riverine/Vernal Pools Evaluation, Ecological Sciences, Inc., November 1, 2009.

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As stated in the jurisdictional survey report, water does not appear to remain in the ditch long enough to support wetland hydrology and extensive hydrophytic vegetation. The drainage ditch was created approximately 20 years ago in order to receive off-site drainage flows from the property to the north. That property and Grove View Road were developed last year, and drainage from the property to the north now flows into a storm drain located in Grove View Road. The ditch no longer accepts off-site flows and now only accepts minimal amounts of drainage from on-site sheet flow. In accordance with the MSHCP definition of a wetland habitat or a natural stream, the ditch was artificially created for the purposes of drainage and is therefore not defined as a wetland habitat or an altered natural stream course. For this reason, the proposed project would have a less than significant impact on riparian/riverine areas, vernal pools, and fairy shrimp.

c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

Less than Significant Impact. The potential for agency jurisdiction of the on-site drainage ditch was assessed as part of the previously referenced *Jurisdictional Survey and MSHCP Riparian/Riverine/Vernal Pools Evaluation* prepared for the project. The ditch does not meet the three-parameter test for jurisdiction (vegetation, hydrology, and soils). The jurisdictional survey report notes the ditch contains only one riparian indicator species, a willow tree. The ditch is not part of a remnant blue line stream or connected upstream or downstream from a known natural stream or modified natural drainage way. Soil samples at three locations indicated a lack of hydric soils. The proposed project would have a less than significant impact on protected wetlands.

d) Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Less than Significant Impact. Habitat fragmentation occurs when a proposed action results in a single, unified habitat area being divided into two or more areas, such that the division isolates the two new areas from each other. Isolation of habitat occurs when wildlife cannot move freely from one portion of the habitat to another or from one habitat type to another. An example is the fragmentation of habitats within and around clustered residential development. Habitat fragmentation may occur when a portion of one or more habitats is converted into another habitat, as when scrub habitats are converted into annual grassland habitat because of frequent burning.

Upon completion, implementation of the MSHCP will create an interconnected link of natural habitat areas by utilizing existing public and quasi-public areas and acquiring additional areas to establish this interconnected link of natural habitats using fees collected by the member agencies as private land is developed. The resulting habitat areas will result in the protection of sensitive and special status species, partly through the interconnected habitat areas. Because the proposed project is not covered by a proposed or existing Core or Linkage as identified in the MSHCP, development of the site will not impede wildlife movement. The project site is not in proximity to any known wildlife corridors. Intervening development (industrial uses) and roadways adjacent to the project site separate the project site from surrounding areas. These features already restrict wildlife movement in the project vicinity. Due to the disturbed condition of the project site, the nature of adjacent development, and the intervening presence of roadways and infrastructure, development of the proposed project would not result in significant habitat fragmentation or substantially affect established wildlife corridors or wildlife movement. Therefore a less than significant impact associated with this issue would occur.

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

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No Impact. City policies or ordinances identified in the General Plan protecting biological resources include mitigation of impacts to riparian areas or other natural sensitive communities (Policy 7.4.1), preservation of natural drainage courses in their natural hydrological state (Policy 7.4.3), and City fulfillment of obligations set forth within any agreements and permits related to MSHCP implementation (Policy 7.4.5). Adherence to Policy 7.4.5 was discussed previously in response to Questions a), b), and d) above.

The drainage ditch running north-south through the center of the project site does not contain the vegetation, hydrology, or soils characteristics associated with a wetland or natural drainage. As previously identified, the ditch is not considered a riparian area and therefore the project would not conflict with the City's polices to protect natural drainages and sensitive communities. Therefore, the proposed project would not conflict with local policies or ordinances protecting biological resources and a less than significant impact would occur.

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state habitat conservation plan?

Potentially Significant Impact Unless Mitigation Incorporated. See responses to Questions a), b), and d) above. The proposed project is located within the boundaries of the Stephens' Kangaroo Rat Habitat Conservation Plan (SKR HCP). Also, the City is participating in the MSHCP, a comprehensive habitat conservation-planning program addressing multiple species' needs, including preservation of habitat and native vegetation in western Riverside County. The project is not within any MSHCP Criteria Areas or Public/Quasi-Public Land. The project as designed and conditioned is consistent with the MSHCP and will have not conflict with the MSHCP or SKR HCP. The SKR HCP will require a fee of $500.00 per acre to be paid by the developer to assist in setting aside established protection areas for said habitat. This project will also be subject to fees to support the implementation of the MSHCP. The fee is currently $6,597 per acre.

2.5.3 Cultural Resources

Would the project:

a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?

Less than Significant Impact. Based on the Phase I Cultural Resources Assessment and Paleontological Records Review prepared for the proposed project, the site contains a historic site and a historic isolate, which were recorded and evaluated for significance in accordance with CEQA. Based on the study, it was determined that the historic resource and historic isolate were not considered to be significant. Consequently, construction and grading of the proposed project site will not affect significant historic resources, resulting in a less than significant impact.

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?

Less than Significant Impact. Based on the Phase I Cultural Resources Assessment and Paleontological Records Review prepared for the proposed project, the site has a low potential for containing archeological resources due to the lack of such resources previously discovered in the surrounding area and the disturbed nature of the project site. Consequently, construction and grading of the proposed project site will have a low probability of damaging archeological resources. Impacts to archeological resources are considered to be less than significant.

c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Potentially Significant Impact Unless Mitigation Incorporated. Based on the Phase I Cultural Resources Assessment and Paleontological Records Review prepared for the proposed project, the

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site has a high potential to contain significant fossil resources due to the presence of early to middle Pleistocene alluvial fan deposits. These resources are the fossilized biotic remains of ancient environments valued for the information they yield about the history of the earth and its past ecological settings. These resources have the potential for being unearthed and damaged during grading and construction activities and are estimated to lie at approximately 4 feet below ground surface. Construction and grading of the proposed project site will result in soil disturbance below 4 feet, which may unearth previously undetected subsurface paleontological resources. **Mitigation Measure CUL-1** has been identified to reduce the significance of paleontological resource impacts.

Mitigation Measure CUL-1: Prior to construction involving excavation four feet or more below existing surface grade, the construction contractor shall provide evidence that a qualified paleontologist has been retained, and that the paleontologist(s) shall be present during all grading and other significant ground-disturbing activities that reach four feet or more below existing surface grade. If the paleontologist(s) do not find evidence for Pleistocene-era deposits once the maximum excavation depth is reached, monitoring shall be discontinued. In the event fossiliferous deposits are encountered, the following measures shall be implemented:

- Monitoring shall be conducted by qualified paleontological monitor(s) of excavation in areas identified as likely to contain paleontological resources, including undisturbed older Pleistocene alluvium. Paleontological monitors shall be equipped to salvage fossils as they are unearthed, to avoid construction delays, and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates. Monitors shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens. Monitoring may be reduced if the potentially fossiliferous units are determined upon exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources.
- Paleontological monitoring of any earthmoving will be conducted by a monitor, under direct guidance of a qualified paleontologist. Earthmoving in areas of the parcel where previously undisturbed sediments are buried, but not otherwise disturbed, will not be monitored.
- If too few fossil remains are found after 50 percent of the planned-for earthmoving has been completed, monitoring can be reduced or discontinued in those areas at the project paleontologist's direction.
- Preparation of recovered specimens to a point of identification and permanent preservation, including washing of sediments to recover small invertebrates and vertebrates.
- Identification and curation of specimens into a professional, fully accredited museum repository with permanent retrievable storage. The paleontologist must have a written repository agreement in hand prior to the initiation of mitigation activities.
- Preparation of a report of findings with and appended itemized inventory of specimens. The report and report and inventory, when submitted to the City of Moreno Valley along with confirmation of the curation of recovered of recovered specimens into an established, accredited museum repository, will signify completion of the program to mitigate impacts to paleontological resources.

Adherence to this measure would reduce impacts to paleontological resources to a less than significant level.

d) Disturb any human remains, including those interred outside of formal cemeteries?

Less Than Significant Impact. No evidence is in place to suggest the project site has been used for human burials.[1] The California Health and Safety Code states that if human remains are discovered on site, no further disturbance shall occur until the County Coroner has made a determination of origin and disposition.[2] Disposition of the human remains should occur in the manner provided in §

[1] *Chapter 5.10 Cultural Resources*, City of Moreno Valley General Plan Final EIR, July 2006.
[2] Division 7, *Dead Bodies;* Chapter 2, *General Provisions*, § 7050.5, California Health and Safety Code.

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5097.98 of the Public Resources Code. If the Coroner determines that the remains are not subject to his or her authority and if the Coroner recognizes the human remains to be those of a Native American, or has reason to believe that they are those of a Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission. As adherence to State regulations is required for all development, no mitigation is required in the unlikely event that human remains were discovered on the site. Therefore, impacts associated with the discovery of human remains would be less than significant.

2.5.4 Geology and Soils

Would the project:

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:

   (i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?

   No Impact. The proposed project site is not located within the boundaries of an earthquake fault zone for fault-rupture hazard as defined by the Alquist-Priolo Earthquake Fault Zoning Act. The nearest faults are those that form the San Jacinto Fault Zone,[1] located approximately 7.0 miles from the project site. As such, the potential for fault ground rupture at the site is considered low; therefore, no impact related to this issue would occur

   (ii) Strong seismic ground shaking?

   Less Than Significant Impact. Like all of Southern California, the project site is located in a seismically active area and is subject to ground shaking resulting from activity on local and regional faults. The maximum event on the San Jacinto Fault zone affecting the project site would measure magnitude 7.2.[2] The maximum credible earthquake (MCE) is generally less than or equal to design levels as defined by the Uniform Building Code (UBC). The California Building Code (California Code of Regulations, Title 24) established engineering standards appropriate for the seismic zone in which development may occur. Adherence to the UBC and the California Building Code standards would ensure potential ground shaking impacts are reduced to a less than significant level.

   (iii) Seismic-related ground failure, including liquefaction?

   Less Than Significant Impact. Liquefaction is a phenomenon that occurs when strong earthquake shaking causes soils to collapse from a sudden loss of cohesion and undergo a transformation from a solid to a liquefied state. Factors influencing a site's potential for liquefaction include area seismicity, the type and characteristics of on-site soils, and the level of groundwater. Liquefaction typically occurs in areas where groundwater is shallower than approximately 30 feet, and where there is the presence of loose, sandy soils. According to the City's General Plan, liquefaction is not considered to be a local hazard since groundwater levels in Moreno Valley are far below the surface.[3] The project's geotechnical analysis[4] indicates that the depth of groundwater within the project vicinity is in excess of 100 feet. The proposed project site is not located in an area identified as being prone to liquefaction. The potential for earthquake-induced liquefaction within

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1 California Geological Survey, 2002 and 2005.
2 *Table 5.6-1 Potential Earthquake Scenarios for Moreno Valley*, Moreno Valley General Plan Final Program EIR, July 2006.
3 *Chapter 6 Safety*, City of Moreno Valley General Plan, July 11, 2006.
4 *Geotechnical Engineering Investigation Proposed Industrial Development Southwest Corner of Perris Boulevard and Grove View Road Moreno Valley, California*, NorCal Engineering, March 7, 2007.

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the proposed project is considered very low.[1] Because liquefaction at the project site is considered to be very low, a less than significant impact related to liquefaction would occur

(iv) Landslides?

No Impact. Landslides are rock, earth, or debris flows on slopes as a result of gravity. They occur on any terrain given the right conditions of soil, moisture, and the angle of slope and are triggered by rains, floods, earthquakes, and other natural causes as well as human-made causes, such as grading, terrain cutting and filling, excessive development.[2] The topography of the site is generally flat with a gentle slope from east to west and does not present any significant topographical features that would result in any landslide occurrences. No landslide impact would result from the development of the proposed on-site uses.

(b) Result in substantial soil erosion or the loss of topsoil?

Less Than Significant Impact. Based on a review of the Soil Survey, Western Riverside Area, California,[3] the proposed project site is mapped as containing Exeter sandy loam, 0–2 percent slopes (EnA), Exeter sandy loam, deep (EpA), Exeter very fine sandy loam (EwB), Exeter very fine sandy loam, deep (EyB), Greenfield sandy loam (GyA), Ramona sandy loam (RaA), Ramona very fine sandy loam (ReC2), and Travor loamy fine sand, eroded (Tp2). The erosion hazard for EnA, EpA, GyA, and RaA soils is slight, while EwB, EyB, and Tp2 soils have a slight to moderate erosion hazard. ReC2 soils have a moderate erosion hazard. Development would require the movement of on-site soils and the import of fill material. Prior to the issuance of grading permits, the project proponent would be required to prepare and submit detailed grading plans for the project site. These plans must be prepared in conformance with applicable standards of the City's Grading Ordinance.

Development of the site would involve more than one acre; therefore, the proposed project is required to obtain a National Pollutant Discharge Elimination System (NPDES) permit. A Storm Water Pollution Prevention Plan (SWPPP) would also be required to address erosion and discharge impacts associated with the proposed on-site grading. In addition to preparation of an SWPPP, new development projects submitted to the City would be required to submit a project-specific Water Quality Management Plan (WQMP). The WQMP would identify measures to treat and/or limit the entry of contaminants into the storm drain system. The WQMP is required to be incorporated by reference or attached to the project's SWPPP as the Post-Construction Management Plan.

As soils covering the majority of the project site have a slight to moderate erosion hazard potential, imported fill material would be approved by a soils engineering firm, and because the project would be required to adhere to the City's Grading Ordinance, obtain an NPDES Permit, and prepare an SWPPP, construction and operational, impacts associated with soil erosion hazards are less than significant.

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on-site or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

Potentially Significant Impact Unless Mitigation Incorporated. The project's geotechnical analysis[4] performed in-place density tests, which revealed that soil shrinkage that may occur would be approximately 10 percent to 15 percent due to excavation and recompaction. This is based on the assumption that the fill would be compacted to 90 percent of the dry density per ASTM standards. As a result subsidence is estimated at 0.2 feet due to earthwork operations. Impacts are considered potentially significant and mitigation measures are required. The geotechnical analysis determined that there is no potential for landslides or liquefaction. Additionally, potential impacts related to lateral

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1 *Figure 5.6-2 Seismic Hazards*, Moreno Valley General Plan Final Program EIR, July 2006.
2 American Planning Association Research, http://www.planning.org/landslides/docs/whatare.html, October 2007.
3 Soil Survey Geographic database (SSURGO)/Soil Data Mart, 2003.
4 *Geotechnical Engineering Investigation Proposed Industrial Development Southwest Corner of Perris Boulevard and Grove View Road Moreno Valley, California*, NorCal Engineering, March 7, 2007.

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spreading would be reduced to less than significant level through adherence to the UBC. The following mitigation measure would reduce potential impacts associated with unstable soils to a less than significant level.

Mitigation Measure GEO-1: Prior to the issuance of grading permits, any existing low density soils and/or saturated soils shall be removed to competent natural soil under the inspection of the Soils Engineering Firm. After the exposed surface has been cleansed of debris and/or vegetation, it shall be scarified until it is uniform in consistency, brought to the proper moisture content and compacted to a minimum of 90 percent relative compaction (in accordance with ASTM: D-1557). In any area where a transition between fill and native soil or between bedrock and soil are encountered, additional excavation beneath foundations and slabs will be necessary in order to provide uniform support and avoid differential settlement of the structure.

The on-site soils or approved import soils may be utilized for the compacted fill, provided they are free of any deleterious materials and shall not contain any rocks, brick, asphaltic concrete, concrete, or other hard materials greater than eight inches in maximum dimensions. Any import soil must be approved by the Soils Engineering firm a minimum of 24 hours prior to importation to the site.

The approved fill soils shall be placed in layers not in excess of six inches in thickness. Each lift shall be uniform in thickness and thoroughly blended. The fill soils shall be brought to within 2 percent of the optimum moisture content, unless otherwise specified by the Soils Engineering firm. Each lift shall be compacted to a minimum of 90 percent relative compaction (in accordance with ASTM: D-1557) and approved prior to the placement of the next layer of soil. Compaction tests shall be obtained at the discretion of the Soils Engineering firm but to a minimum of one test for every 500 cubic yards placed and/or for every two feet of compacted fill placed.

The minimum relative compaction shall be obtained in accordance with accepted methods in the construction industry. The final grade of the structural areas shall be in a dense and smooth condition prior to placement of slabs-on-grade or pavement areas. No fill soils shall be placed, spread, or compacted during unfavorable weather conditions. When the grading is interrupted by heavy rains, compaction operations shall not be resumed until approved by the Soils Engineering firm.

d) Be located on expansive soil, as defined in Table 18-a-B of the Uniform Building Code (1994), creating substantial risks to life or property?

Potentially Significant Impact Unless Mitigation Incorporated. Expansive soils generally have a significant amount of clay particles, which can give up water (shrink) or take on water (swell). The change in volume exerts stress on buildings and other loads placed on these soils. The extent of shrink/swell is influenced by the amount and kind of clay in the soil. The occurrence of these soils is often associated with geologic units having marginal stability. The distribution of expansive soils can be widely dispersed, and they can occur in hillside areas as well as low-lying alluvial basins.

As discussed above, soils on site include Exeter sandy loam, 0–2 percent slopes (EnA), Exeter sandy loam, deep (EpA), Exeter very fine sandy loam (EwB), Exeter very fine sandy loam, deep (EyB), Greenfield sandy loam (GyA), Ramona sandy loam (RaA), Ramona very fine sandy loam (ReC2), and Travor loamy fine sand, eroded (Tp2).[1] As detailed in the project's geotechnical analysis,[2] expansive soils were observed on the project site. Exploratory trenches revealed the existing earth materials on site to consist of a disturbed soil/fill and natural soil. A fill/disturbed natural soil classifying as a brown, sandy to clayey silt to a silty sand was encountered across the site and ranged in depth from 1 foot to 1½ feet. These soils were noted to be soft to loose and damp. An undisturbed alluvium soil classifying as a brown sandy to clayey silt to a silty sand was encountered beneath the disturbed top soils and fill. These native soils were noted to be firm to stiff, medium dense to dense, and moist.

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1 Soil Survey Geographic database (SSURGO)/Soil Data Mart, November 23, 1998.

2 *Geotechnical Engineering Investigation Proposed Industrial Development Southwest Corner of Perris Boulevard and Grove View Road Moreno Valley, California*, NorCal Engineering, March 7, 2007.

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Development of the proposed project site would be required to adhere to UBC and City design and engineering standards. However, because expansive soils are present on site, impacts associated with this issue are potentially significant and mitigation measures are required. The following mitigation measure would reduce potential impacts associated with expansive soils to a less than significant level.

Mitigation Measure GEO-2: Prior the issuance of grading permits, the project proponent shall inform the project engineers, architects, owner, maintenance personnel, and other interested parties of the Expansive Soil Guidelines provided in the project's geotechnical analysis. The recommendations identified in the project's Expansive Soil Guidelines shall be reviewed and considered by the project engineers, architects, owner, maintenance personnel, and other interested parties to determine applicable design guidelines. Applicable design guidelines shall be included and implemented in the project's grading plans.

e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

No Impact. The proposed project would connect to the existing sanitary sewer system. Because septic or alternative waste disposal systems would not be utilized, no impact related to this issue would occur.

2.5.5 Hazards and Hazardous Materials

Would the project:

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Less Than Significant Impact. The proposed project would result in the construction of industrial uses. Potentially hazardous materials such as fuel, paint products, lubricants, solvents, and cleaning products may be used and/or stored on site during the construction and/or occupancy of the proposed industrial facilities. The transport, use, and storage of hazardous materials during the construction and operation of the site would be conducted in accordance with all applicable state and federal laws. Compliance with all applicable laws and regulations would reduce the potential impact associated with the routine transport, use, storage, or disposal of hazardous materials to a less than significant level.

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment?

Less Than Significant Impact. Exposure to hazardous materials during the construction and operation of the proposed on-site uses would result from (1) the improper handling or use of hazardous substances; (2) transportation accident; or (3) an unforeseen event (e.g., fire, flood, or earthquake). The severity of any such exposure is dependent upon the type, amount, and characteristic of the hazardous material involved; the timing, location, and nature of the event; and the sensitivity of the individual or environment affected.

The transport, storage, and handling of hazardous material is governed by existing local, state, and federal regulations, including applicable sections of the California Code of Regulations. In Moreno Valley, the Riverside County Community Health Agency, Department of Environmental Health is the local agency that has been certified by the California Environmental Protection Agency (CalEPA) to implement and ensure compliance with six state environmental and emergency programs. These programs include Hazardous Materials Business Plan/Emergency Response Plan, Hazardous Waste/Tiered Permitting, Underground Storage Tanks, Above ground Storage Tanks, California

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Accidental Release Program, and the Uniform Fire Code Hazardous Materials Management Plan and Hazardous Material Inventory Statements. The Riverside County Community Health Agency, Department of Environmental Health, as the local agency charged with implementing these programs, will provide permitting, inspections, and enforcement with the required regulations. Hazardous wastes produced on site are subject to requirements associated with accumulation time limits, proper storage locations and containers, and proper labeling. Additionally, for removal of hazardous waste from the site, hazardous waste generators are required to use a certified hazardous waste transportation company, which must ship hazardous waste to a permitted facility for treatment, storage, recycling, or disposal.

As with any operation in which hazardous materials are utilized, any on-site activity involving hazardous substances must adhere to applicable local, state, and federal safety standards, ordinances, or regulations. Businesses engaged in the use, storage, or transport of hazardous substances are monitored by various local (e.g., Riverside County Fire Department) and State (e.g., Department of Toxic Substance Control) entities. Compliance with applicable regulations will ensure impacts associated with the use, transport, storage, and sale of hazardous materials will be less than significant.

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Less Than Significant Impact. The nearest existing school to the project site is Rancho Verde High school, which is located at 17750 Lasselle Street, approximately 1.0 mile to the east and El Potrero Elementary School at 16820 Via Pamplona Drive located approximately 1.0 mile to the northeast. There are no proposed schools located within a quarter mile of the project site. In the absence of an existing or proposed school within a quarter mile of the project site, no impact would occur.

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

Less Than Significant Impact. The Department of Toxic Substance Control (DTSC), which designates the sites for the Hazardous Waste and Substance Site (Cortese) List, does not indicate any underground storage tanks, hazardous waste generators, landfills, or other potentially hazardous materials located on the site.[1] The project site and adjacent sites were not listed in any of the databases searched, including the Cortese list. Although past agricultural activity, which included the use of pesticides, was occurring as recent as 2005, the Phase I Site Assessment concluded that common practices in the application of these pesticides, including the ordinarily limited quantities in which they are applied and limited lifespan of these materials, no significant environmental concerns remain on the site from the past use of these materials. The proposed project site is not noted on public records reviewed in the Phase I Site Assessment as a known source of hazardous materials contamination. As such, impacts are less than significant.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?

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[1] *Phase I Environmental Assessment for the Evaluation of Potentially Hazardous Materials for Approximately 75 Acres Between Indian Avenue and Perris Boulevard, North of the Perris Valley Storm Drain, Moreno Valley, California 92551*, Centec Engineering, Inc., February 23, 2007/

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Less Than Significant Impact. The nearest airport, March Reserve Base Airport, is located approximately 0.5 mile northwest of the proposed project site. The proposed project is located outside of the Accident Potential Zones (APZ) of the March Air Reserve Base Air Installation Compatibility Use Zone Study.[1] The proposed uses and building structure are therefore compatible with the permitted uses and building structure height restrictions for the March Reserve Base. The proposed project is also consistent with the permitted uses and building height restrictions contained in Specific Plan 208. No other airport exists within the City of Moreno Valley. The development of the proposed project uses would not result in a safety hazard to persons residing or working in the project area. A less than significant impact would occur.

g) Impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Less Than Significant Impact. The proposed project is consistent with the General Plan Circulation Element and Specific Plan 208. The proposed project would be required to design, construct, and maintain structures, roadways, and facilities in accordance with applicable standards associated with vehicular access, resulting in the provision of adequate vehicular access that would provide for adequate emergency access and evacuation. Construction activities that may temporarily restrict vehicular traffic would be required to implement adequate and appropriate measures to facilitate the passage of persons and vehicles through/around any required road closures. Adherence to these measures would reduce potential impacts related to this issue to a less than significant level.

h) Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

Less Than Significant Impact. The project site is not located within a Fire Hazard Area or within an area susceptible to wildfires identified by the City of Moreno Valley.[2] Areas surrounding the project site consist of urban, built, and open space. Because of lack of abundant vegetation and the moderate amount of development within the vicinity of the project site, on-site and adjacent areas do not have the capability to support a wildfire. Because of the low probability that the project site would be subject or susceptible to wildland fires, no significant impact related to this issue would occur.

2.5.6 Hydrology and Water Quality

Would the project:

a) Violate any water quality standards or waste discharge requirements?

d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or surface runoff in a manner that would result in flooding on site or off site?

e) Create or contribute runoff which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

f) Otherwise substantially degrade water quality?

Potentially Significant Impact Unless Mitigation Incorporated. Development of the project site is in excess of one acre; therefore, the project is required to obtain coverage under an NPDES permit, which includes the submittal of a Notice of Intent (NOI) application to the State Water Resources

[1] Air Installation Compatibility Use Zone Study for March Air Reserve Base, August, 2005. http://www.rcaluc.org/filemanager/plan/old//March%20Air%20Reserve%20Base%20(MARB).pdf. Accessed June 8, 2011.

[2] *Figure 5.5-2 Floodplains and Fire Hazard Areas,* City of Moreno Valley General Plan Final Program EIR, July 2006.

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Control Board (SWRCB), the receipt of a Waste Discharge Identification Number (WDID) from SWRCB, and the preparation of an SWPPP for construction discharges. During the construction period, the project would use a series of Best Management Practices (BMPs) to reduce erosion and sedimentation. These measures may include the use of gravel bags, silt fences, hay bales, check dams, hydroseed, and soil binders. The construction contractor would be required to operate and maintain these controls throughout the duration of on-site activities. In addition, the construction contractor would be required to maintain an inspection log and have the log on site to be reviewed by the City and representatives of the RWQCB.

The implementation of NPDES permits ensures that the state's mandatory standards for the maintenance of clean water and the federal minimums are met. Coverage with the permit would prevent sedimentation and soil erosion through implementation of an SWPPP and periodic inspections by RWQCB staff. An SWPPP is a written document that describes the construction operator's activities to comply with the requirements in the NPDES permit. The SWPPP is intended to facilitate a process whereby the operator evaluates potential pollutant sources at the site and selects and implements BMPs designed to prevent or control the discharge of pollutants in stormwater runoff.

The construction and grading phases of the project site would require the disturbance of surface soils and removal of existing vegetative cover. During the construction period, grading and excavation activities would result in exposure of soil to storm runoff, potentially causing erosion and sediment in runoff. If not managed through BMPs, the runoff could cause erosion and increased sedimentation in local drainage ways. By volume, sediment is the principal component in most storm runoff. Sediments also transport substances such as nutrients, hydrocarbons, and trace metals, which are conveyed to the receiving waters. The potential for chemical releases is present at most construction sites in the form of fuels, solvents, glues, paints, and other building construction materials. Once released, substances such as fuels, oils, paints, and solvents could be transported to nearby surface waterways and/or to groundwater in stormwater runoff, wash water, and dust control water, potentially reducing the quality of the receiving waters and potentially result in impairment of downstream water sources.

The NPDES permit program was established under Section 402 of the Clean Water Act, which prohibits the unauthorized discharge of pollutants, including municipal, commercial, and industrial wastewater discharges. An NPDES permit would generally specify an acceptable level of a pollutant or pollutant parameter in a discharge (for example, a certain level of bacteria). The permittee may choose which technologies to use to achieve that level. Some permits, however, do contain certain generic BMPs. Table 2.A lists BMPs for runoff control, sediment control, erosion control, and housekeeping that may be used during the construction and operations phases of the proposed project.

Table 2.A: General Best Management Practices

Runoff Control	Sediment Control	Erosion Control	Good Housekeeping
• Minimize clearing • Preserve natural vegetation • Stabilize drainage ways	• Install perimeter controls • Install sediment trapping devices • Inlet protection	• Stabilize exposed soils • Protect steep slopes • Complete construction in phases	• Create waste collection area • Put lids on containers • Clean up spills immediately

Source: National Pollutant Discharge Elimination System, Construction Site Storm Water Runoff Control, http://cfpub.epa.gov/npdes/stormwater/menuofbmps/index.cfm, website accessed June 8, 2011. More detailed Best Management Practices are available at this web site.

Adherence to NPDES requirements is required of all development within the City. Incorporation of **Mitigation Measures HYD-01** through **HYD-03** is designed to track both standard requirements and mitigation measures as part of the project's MMRP. On-site grading activities and the development of the proposed on-site uses would increase the potential for the erosion of soils. However, adherence to the BMPs identified by the above mitigation measures would reduce impacts associated with short-

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term (construction) stormwater discharges during project construction. Therefore, impacts associated with this issue are reduced to a less than significant level.

The proposed project would result in the conversion of existing on-site permeable surfaces to impermeable surfaces, thereby altering the current drainage pattern. Upon development of the proposed on-site uses, storm runoff from the roadways, parking lots, and buildings may carry a variety of pollutants. As identified in the Preliminary WQMP [1] prepared for the proposed project, expected pollutants are trash, debris, oil, and grease. Potential pollutants of concern include organic compounds (specifically solvents), metals, sediment/turbidity, nutrients, oxygen-demanding substances, and pesticides if landscaping or open area exists on the project site. Since the parking area is greater than 5,000 square feet, expected pollutants from parking lots include organic compounds (specifically petroleum hydrocarbons), trash, debris, oil, grease, and metals. Potential pollutants of concern associated with parking areas greater than 5,000 square feet include sediment/turbidity, nutrients, oxygen-demanding substances, pesticides, and bacteria and viruses (bacterial indicators are routinely detected in pavement runoff).

The site's "first flush" storm runoff will be directed to five (5) Austin sand filters at appropriate locations of the site. Hydro-dynamic clarifiers, equipped with oil absorptive and/or screening devices will be placed upstream of the filters where appropriate to provide initial removal of trash, debris, and sediment. Three (3) of the storage areas of these filters will be lined with concrete to prevent recontamination of sediment. The fourth Austin sand filter located at the south property line opposite the center of the building will accept flows from a flat gradient, landscaped swale, which is intended to allow sediment to drop out of suspension prior to being treated by that Austin sand filter. The fifth Austin sand filter will utilize a combination of both approaches (clarifier and settling). Once the required treatment quantities have been captured, bypass designs will allow the excess runoff to be discharged into adjacent off-site storm drain facilities. The design will not incorporate infiltration due to excessively low percolation rates.

The storm water for the proposed project will discharge into existing storm drains located in Perris Boulevard (Perris Valley ADP Lateral B-1) and Indian Street (Perris Valley ADP Lateral B-3), as well as directly into the Perris Valley Storm Drain Lateral B channel. From the Perris Boulevard and Indian Street storm drains, the storm water will be discharged into the Perris Valley Storm Drain Lateral B channel and onto the proximate receiving water, which is Reach 3 of the San Jacinto River. This water body segment flows into Canyon Lake, Reach 1 of the San Jacinto River, and Lake Elsinore. Both Canyon Lake and Lake Elsinore are on the Federal 303(d) list of Impaired Water Bodies. Downstream receiving waters include Reach 3 of the Santa Ana River, Reach 2 of the Santa Ana River, Reach 1 of the Santa Ana River, and the Pacific Ocean. The waters on this list do not meet Water Quality Standards associated with Beneficial Uses for the listed water bodies. Canyon Lake is impaired for nutrients and pathogens, Lake Elsinore is impaired for nutrients, organic enrichment/low dissolved oxygen, sedimentation/siltation, and unknown toxicity. Santa Ana River is impaired for pathogens. Lake Elsinore is considered a closed system and is not discharged regularly. Only during severe storm events do flood waters discharge into Temescal Creek.

The implementation of the identified treatment controls is planned to further supplement the pollution prevention and source control measures by treating the water to remove pollutants before it is released from the project site. Basins constructed on the site would be anticipated to function as extended detention basins. The proposed project also includes the use of vegetated swales and sand filters, which would filter runoff coming from the project site. The use of the detention basins, vegetated swales, and sand filters has a medium-to-high removal efficiency for the pollutants that are anticipated to occur on the project site.

Although adherence to the Riverside County Storm Water Clean Water Protection Program, which includes the preparation of a WQMP, is required of all applicable development within the City, the incorporation of this requirement as **Mitigation Measure HYD-04** is designed to track both standard requirements and mitigation measures as part of the project's MMRP.

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[1] *Preliminary Water Quality Management Plan for VIP Moreno Valley, Robert* A. Bebensee, R.C.E, July 24, 2009.

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The proposed project would incorporate on-site drainage that would have hydrodynamic infrastructure components that would meet the City's, as well as the County's, water quality and flow requirements. Through the use of site design BMPs, source control BMPs (e.g., street and parking lot sweeping and vacuuming), and treatment control BMPs (e.g., extended detention basins, sand filters and catch basin drain inserts), the resulting pollutant loads coming from the proposed project would be reduced, thereby ultimately reducing pollutants discharged from urban stormwater runoff to surface water bodies. Because adherence to the requirements of the NPDES permit, which include implementation of the BMPs outlined in the WQMP, would be required by the City during the operation of the proposed project, potential water quality impacts resulting from stormwater and urban runoff would be reduced to a less than significant level.

Mitigation Measure HYD-01: Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall provide evidence to the City that a Notice of Intent (NOI) with the Regional Water Quality Control Board has been filed to be covered under the State NPDES General Construction Permit for discharge of stormwater associated with construction activities.

Mitigation Measure HYD-02: Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall submit to the State Water Quality Control Board, a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall include a surface water control plan and erosion control plan citing specific measures to control on-site and off-site erosion during the entire grading and construction period. Additionally, the SWPPP shall identify structural and nonstructural BMPs to control sediment and non-visible discharges from the site. BMPs to be implemented in the SWPPP may include but shall not be limited to the following:

- Sediment discharges from the site may be controlled by the following: gravel bags, silt fences, straw wattles and temporary debris basins (if deemed necessary), and other discharge control devices. The construction and condition of the BMPs will be periodically inspected during construction, and repairs will be made when necessary as required by the SWPPP.
- Materials that have the potential to contribute non-visible pollutants to storm water must not be placed in drainage ways and must be contained, elevated, and placed in temporary storage containment areas.
- All loose piles of soil, silt, clay, sand, debris, and other earthen material shall be protected in a reasonable manner to eliminate any discharge from the site. Stockpiles will be surrounded by silt fences.
- The SWPPP will include inspection forms for routine monitoring of the site during the construction phase to ensure NPDES compliance.
- Additional BMPs and erosion control measures will be documented in the SWPPP and utilized if necessary.
- The SWPPP will be kept on site for the entire duration of project construction and will also be available to the local RWQCB for inspection at any time.

In the event that it is not feasible to implement the above BMPs, the City of Moreno Valley can make a determination that other BMPs will provide equivalent or superior treatment either on or off site.

Mitigation Measure HYD-03: Prior to the issuance of grading permits, the project proponent shall provide evidence to the City that the following provisions have been added to construction contracts for the project:

- The Construction Contractor shall be responsible for performing and documenting the application of BMPs identified in the SWPPP. Weekly inspections shall be performed on sediment control measures called for in the SWPPP. Monthly reports shall be maintained by the Contractor and submitted to the City for inspection. In addition, the Contractor will also be required to maintain an inspection log and have the log on site to be reviewed by the City of Moreno Valley and the representatives of the Regional Water Quality Control Board.

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Mitigation Measure HYD-04: Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall receive approval from the City of Moreno Valley for a Final Water Quality Management Plan (F-WQMP). The F-WQMP shall specifically identify pollutants of concern, site design, source control, and treatment control BMPs that shall be used on site to control predictable pollutant runoff in order to reduce impacts to water quality to the maximum extent practicable.

b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?

Less Than Significant Impact. The availability of ground water and issues involving the adequacy of recharge capability are regional in nature. The Groundwater Management Act[1] (AB 3030) provides a systematic procedure for an existing local agency to develop a groundwater management plan. AB 3030 allows a local agency whose service includes a groundwater basin that is not already subject to groundwater management pursuant to law or court order to adopt and implement a groundwater management plan and includes plans to mitigate overdraft conditions, control brackish water, and to monitor and replenish groundwater. There are currently few domestic uses for groundwater in the area as the City primarily relies upon imported water from the Eastern Municipal Water District (EMWD).[2] Water sources for the EMWD include imported water purchased from the Metropolitan Water District (Metropolitan), groundwater sources, and recycled water from the EMWD's five regional water reclamation facilities. Approximately 75 percent of the EMWD's water is imported from Metropolitan, with the remaining 25 percent supplied by groundwater wells.[3] Groundwater supplies are drawn from the EMWD wells located in the Hemet, San Jacinto, Moreno Valley, Perris Valley, and Murrieta areas.

The EMWD adopted the West San Jacinto Groundwater Basin Management Plan (Plan) in June 1995. The Plan serves to protect the interests of existing groundwater producers and to provide a framework for new water supply projects within the 256-square mile Management Plan area. This Plan encompasses more than 164,200 acres and includes the groundwater management zones, as well as essentially non-water bearing areas such as the Lakeview Mountains, the Bernasconi Hills around Lake Perris, the Double Butte area near Winchester, and areas in the extreme northern, western, and southern portions of the EMWD.[4]

Based on the Water Supply Assessment (WSA) prepared for the proposed project, water demand for the proposed on-site uses would total 49,805 gpd or 55.8 AFY.[5] The proposed project would obtain water service from the EMWD. It is anticipated that the proposed project would primarily utilize imported water purchased from Metropolitan. This imported water would be supplemented by local groundwater sources. The implementation of the existing West San Jacinto Groundwater Basin Management Plan would ensure that local groundwater resources are conserved and groundwater overdraft does not occur. Because this plan is in place, it is reasonable to conclude that the proposed project would not substantially deplete groundwater supplies in the area.

The proposed project would not interfere with groundwater recharge as the project site is not identified as a groundwater recharge area. The development of the proposed project would reduce the amount of pervious surfaces that could facilitate percolation on site. However, the proposed project would consist of other project design features such as sand filters that would be designed to offset the conversion of pervious surfaces to impervious surfaces. Because project design features

1 Sections 10750–10756 of the California Water Code.
2 *Section 5.7 Hydrology/Water Quality, Moreno Valley General Plan Final Program EIR*, City of Moreno Valley, July 2006.
3 EMWD History and Mission, http:// www.emwd.org/emwd/history_water.html, Eastern Municipal Water District, web site accessed June 8, 2011.
4 *West San Jacinto Groundwater Basin Management Plan* 2006 Annual Report, Eastern Municipal Water District, June 2007.
5 Table 7- Project Demand, *Water Supply Assessment for City of Moreno Valley Plot Plan Application PA09-004*, Eastern Municipal Water District, January 20, 2010.

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would be sized to accommodate increased flows on site, it is anticipated that the amount of water percolated on site would be similar to existing conditions. Therefore, the proposed project would not interfere with groundwater recharge activities. Impacts associated with this issue are less than significant.

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on site or off site?

Potentially Significant Impact Unless Mitigation Incorporated. As identified in the preliminary hydrology report[1] prepared for the proposed project, storm flows generated from the northerly portion of the proposed building and truck court would be collected by a series of drop inlet catch basins. Storm water runoff generated on site would be routed to three Austin sand filters and pre-treatment hydro-dynamic clarifiers that are intended to remove and reduce the amount of oils, sediment and trash from the storm water. The treated water from these sand filters is pumped into an adjacent on-site storm drain. The on-site storm drain system has been designed to accept a full 100-year storm event and flows would ultimately be routed to the Perris Valley ADP Lateral B-1 in Perris Boulevard that connects to the Perris Valley Storm Drain Lateral B channel. Storm flows generated from the westerly side of the proposed building would be collected by a drop inlet catch basin and routed by pipe to a landscaped swale that would be located along the southerly portion of the property. In the event that the landscape swale receives excess flows, the excess flows would be then routed to a second drop inlet catch basin. From the second drop inlet catch basin, flows would continue to an off-site catch basin and ultimately be routed to the Perris Valley ADP Lateral B-3 in Indian Street, which connects to the Perris Valley Storm Drain Lateral B channel. Storm water runoff generated from the easterly side of the building would be collected by a drop inlet catch basin and route via pipe to a hydro-dynamic clarifier then to an Austin sand filter located in the southeasterly corner of the project site. In the event that the clarifier and sand filter receive excess storm flows, these excess storm flows would be routed to an off-site catch basin and ultimately routed to the Perris Valley ADP Lateral B-1 in Perris Boulevard, which connects to the Perris Valley Storm Drain Lateral B channel. Storm flows generated from would also be routed to a landscaped swale running along the southerly portion of the project site. Flows would then be routed to an Austin sand filter located near the center of the site and ultimately routed to four existing 36-inch diameter reinforced concrete pipes (RCPs) that connect to Lateral B of the Perris Valley Channel. The Austin sand filter located in the southeasterly corner of the project site would also accept stormwater flows from the project site. In the event that flows are in excess of what the sand filter can handle, the excess flows would be directed back to the southerly landscaped swale, and ultimately to an existing 30-inch diameter RCP that connects to Lateral B of the Perris Valley Channel.

To reduce the flows to below or equal to pre-development conditions, the anticipated on-site flows would be routed to the water quality features such as vegetated swales, clarifiers, and sand filters to reduce flows leaving the site to pre-development flow rates. While the increase in impervious surfaces attributable to the proposed project would contribute to a greater volume and higher velocity of storm water flows, the proposed project's drainage system would accept and accommodate runoff that would result from project construction at or below pre-project conditions. Therefore, the post-development flows generated on the project site would not exceed the capacity of the planned storm water drainage systems. To ensure that long-term drainage capacity issues are reduced to a less than significant level, **Mitigation Measure HYD-05** has been identified. With adherence to this mitigation measure, impacts associated with this issue are less than significant.

Mitigation Measure HYD-05: Prior to grading plan approval and the issuance of a grading permit, the project proponent shall submit a detailed grading plan and drainage report, with supporting engineering calculations, to the City Engineer for review and approval. The plan and report shall incorporate relevant requirements identified by the City and/or site-specific geotechnical

[1] *Preliminary Hydrology Report and Hydraulic Analysis for APA09-0004 VIP Moreno Valley,* Robert A. Bebensee, R.C.E, March 27, 2009.

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investigations. The plan and report shall provide evidence that the storm drainage system would be adequate to convey water for the 100-year storm event from the project site and that the post-development flows exiting the proposed project site are less than or equal to pre-development flows.

g) Place housing within a 100-year floodplain, as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?

No Impact. The project does not include a residential component; therefore, it would not place housing within a 100-year flood hazard area, as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map. No impact related to this issue is anticipated to occur with the implementation of the proposed project.

h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?

Less Than Significant Impact. Flooding in the City of Moreno Valley could result from intense storms resulting in rapid runoff. The Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRMs) identify areas subject to flooding during the 100-year storm.[1] Based on these FIRM maps, the project site does not fall within a 100-year flood zone.[2] The proposed project is industrial in nature and the implementation of the proposed project would not result in the placement of structures within a 100-year flood plain. Because the project site does not lie within a 100-year floodplain, impacts related to this issue are less than significant.

i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?

No Impact. The nearest dam to the project site is the Lake Perris Dam located approximately 1.6 miles east of the project site. The project site is not identified as being located within the City's mapped inundation area;[3] therefore, the proposed project would not result in the exposure of people or structures to risk of loss, injury, or death involving flooding as a result of failure of the Lake Perris Dam. No impacts related to this issue would occur.

j) Expose people or structures to inundation by seiche, tsunami, or mudflow?

Less Than Significant Impact. A tsunami is a series of waves generated in a body of water by a pulsating or abrupt disturbance that vertically displaces water. Inundation of the proposed project's site by a tsunami is highly unlikely as the project site is approximately 40 miles northeast of the Pacific Ocean. Seiches are oscillations in enclosed bodies of water that are caused by a number of factors, most often wind or seismic activity. The nearest water feature is Lake Perris approximately 1.5 miles east of the project site. Any seiche-related events would likely be of a lesser extent than the failure of the Lake Perris Dam. Therefore, although the proposed project site is located near Lake Perris, seiche-related flooding is not anticipated to occur on site[4] because the proposed site outside of the Lake Perris Dam inundation zone. The project site is not located within an area that is susceptible to mudslide. For these reasons, a less than significant impact associated with this issue would occur.

2.5.7 Land Use

Would the project:

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1 The term "100-year" is a measure of the size of the flood, not how often it occurs. The "100-year flood" is a flooding event that has a one percent chance of occurring in any given year.
2 FEMA DFIRM Flood Data, 2008.
3 *Figure 5.5-2 Floodplains and Fire Hazard Areas*, City of Moreno Valley General Plan Final Program EIR. July 2006.
4 *Figure 5.5-2 Floodplains and Fire Hazard Areas*, City of Moreno Valley General Plan Final Program EIR. July 2006.

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a) Physically divide an established community?

No Impact. As previously stated, the project site is currently undeveloped and is a fallow field. There are no structures existing on site. The Perris Valley Storm Drain Lateral B forms the southern boundary of the site and is also the City's southern limits. Adjacent land uses include primarily vacant land to the south across the Perris Valley Storm Drain Lateral B intermixed with warehouse uses, vacant land and an industrial warehouse use to the west, and industrial and warehouse uses to the north and east. Existing homes are located at the northwest corner of Indian Street and Grove View Road and an existing plant nursery is located at the southeast corner of Perris Boulevard and the Perris Valley Storm Drain Lateral B channel. There are no other residential uses in the vicinity of the proposed project site. The site would not be located within or divide an existing neighborhood, nor would it introduce a barrier between residential uses.

b) Conflict with an applicable land use plan, policy or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

Less Than Significant Impact. The applicable land use plans governing the proposed project site are the City of Moreno Valley General Plan (Moreno Valley 2006) and the Moreno Valley Industrial Area Specific Plan 208 (Moreno Valley 2002). Other applicable regional plans developed by the Southern California Association of Governments (SCAG) include the Regional Comprehensive Plan [SCAG 2008b: (RCP)], and Regional Transportation Plan [SCAG 2008a: (RTP)]. The existing General Plan land use designation underlying the proposed project site is Business Park/Industrial with an existing Zoning designation of Industrial per Specific Plan 208, with supporting commercial permitted at the Perris Boulevard/Grove View Road intersection. The proposed warehouse use is consistent with the City's General Plan land use designation as well as the Zoning identified in Specific Plan 208. Consistency with existing General Plan land use designation and Zoning designations ensure compatibility with the City of Moreno Valley General Plan Goals and Policies.

Other applicable land use plans underlying the proposed project site include the March Air Reserve Base AICUZ Study) and the Southern California Association of Governments Regional Comprehensive Plan and Regional Transportation Plan.

As described in the City's General Plan Final EIR, [1] the three proposed General Plan Alternatives would result in the development of land surrounding the March Air Reserve Base. Based on the allowable uses identified in the AICUZ, the proposed development under any of the three General Plan Alternatives would be consistent with the AICUZ guidelines for land uses within the areas most susceptible to air crashes. The project is outside of the APZ crash zones identified in the AICUZ, but is within the noise contours. Because the proposed project is consistent with the existing General Plan, the proposed project would be consistent with the AICUZ. No significant land use impact would occur.

The SCAG has prepared the 2008 RCP to serve as a framework to guide decision-making with respect to the growth and changes that can be anticipated in the region. The RCP is a major advisory plan prepared by the SCAG that addresses important regional issues like housing, traffic/transportation, water, and air quality. The RCP serves as an advisory document to local agencies in the Southern California region for their information and voluntary use for preparing local plans and handling local issues of regional significance.

The RCP's overall goal is to reinvigorate the region's economy, avoid social and economic inequities and the geographical dislocation of communities, and to maintain the region's quality of life. The document is described as a regional policy framework for future land use decisions in the SCAG area that respects the need for strong local control, but that also recognizes the importance of regional comprehensive planning for issues of regional significance.

[1] *Moreno Valley General Plan Final EIR*, City of Moreno Valley, July 2006.

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Formulation of the RCP is based on input from local jurisdictions based on what is contained within their respective General Plans. The proposed project is consistent with the City's existing General Plan. As such, implementation of the proposed project would not result in unanticipated growth documented in the RCP. Impacts are less than significant.

The 2008 RTP adopted by the SCAG in May 2008 contains a set of existing socioeconomic projections used as the basis for the SCAG's transportation planning efforts. They include projections of population, housing, and employment at the regional, county, sub-regional, jurisdictional, Census tract, and transportation analysis zone levels. The RTP includes policies and regulations set forth to ensure development within the SCAG regional area is within planned and forecast socioeconomic projections.

The proposed project is consistent with the RTP in that it would be required to adhere to the City of Moreno Valley's General Plan and the City's Industrial Area Plan. The General Plan and Industrial Area Plan contain goals and policies that aim to minimize traffic congestion, provide adequate transportation facilities, and require development to pay its share of costs. The goals and policies identified in the City's General Plan and Industrial Area Plan resemble those of the RTP that address mobility, traffic safety, environmental concerns, and land use consistency as the major traffic study factors to identify existing traffic conditions and to assess the future effects on area traffic patterns/flow. Furthermore, the project will be consistent with the General Plan and Industrial Area Plan and, since the General Plan and Industrial Area Plan is required to be consistent with the RTP, it is reasonable to infer that the project is consistent with policies set forth in the RTP.
Impacts are less than significant.

c) Conflict with any applicable habitat conservation plan or natural community conservation plan?

Refer to the discussion on the Western Riverside County MSHCP in Section 2.5.2.

2.5.8 Mineral Resources

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

No Impact. There are no identified Mineral Resource Zones (MRZ) located with the General Plan Study Area.[1] The project site has been historically been utilized for agricultural production and does not harbor any known mineral resource. Implementation of the proposed project would not result in the loss of availability of a known mineral resource. No impact related to this issue would occur.

2.5.9 Population and Housing

Would the project:

a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

[1] *Section 5.14 Mineral Resources*, City of Moreno Valley General Plan EIR, July 2006.

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Less Than Significant Impact. The California Department of Finance (DOF) estimates the City's population at 195,216 persons as of January 1, 2011.[1] As detailed in Table 2.B, SCAG projections estimate the population of the City, the County of Riverside, and the SCAG region would continue to grow.

Table 2.B: Local and Regional Population, Housing, and Employment Projections

	2015	2020	2025	2030	2035
Population					
City of Moreno Valley	206,657 220,3	90 234,4	10 246,8	04 258,3	50
Riverside County	2,509,330	2,809,003 3,089,9	99 3,343,7	77 3,596,6	80
SCAG *	20,465,819 21,46	8,934 22,	395,124 23,25	5,378 2,405	7,292
Housing					
City of Moreno Valley	55,407 60,02	5 64,69	9 69,35	3 72,97	7
Riverside County	811,486	913,207	1,008,909 1,097,9	50 1,183,0	97
SCAG	6,474,074 6,840,3	31 7,	156,635 7,449,4	84 7,710,7	16
Employment					
City of Moreno Valley	49,414 61,97	4 71,35	9 80,66	7 91,64	2
Riverside County	911,381	1,042,145 1,168,7	69 1,295,4	87 1,413,5	22
SCAG	8,811,402 9,183,0	26 9,	546,782 9,913,3	72 10,28	7,122

*Includes Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura Counties.
Source: *Regional Transportation Plan Growth Forecast by City*, Southern California Association of Governments, adopted April 1, 2008.

The SCAG projects the City's population would grow to 206,657 persons by the year 2015 and 258,350 persons by the year 2035. The proposed project would result in the construction and operation of approximately 1,616,133 square feet of distribution warehouse space[2]. The extent to which new jobs created by a project are filled by existing residents is a factor that tends to reduce the growth inducing effect of a project. The construction of the proposed project would create short-term construction jobs. These short-term positions are anticipated to be filled by workers who, for the most part, reside in the project area; therefore, construction of the proposed project would not generate a permanent increase in population within the project area. Utilizing 1 employee per 2,500 square feet of warehousing space, the proposed project is expected to employ 646 people.[3] As most of the new employment opportunities are anticipated to be filled by existing local area residents, a large influx of new residents to the City is not anticipated. Additionally, the project would not directly affect population growth as compared with new residential development, because it is not creating homes. While the proposed project would generate employment opportunities, the jobs created are not expected to induce substantial growth in the City or region over and above the growth anticipated by the City's General Plan and the SCAG's regional growth forecasts. Infrastructure, including roads, sewers, water, and electricity, already exists around the project site. These impacts are considered less than significant.

b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

1 E-5 Population and Housing Estimates, for Cities, Counties, and the State, 2010–2011, with 2010 Benchmark, State of California Department of Finance, http://www.dof.ca.gov/research/demographic/reports/estimates/e-5/2011-20/documents/E-5_2011_Internet_Version.xls, May 2011, website accessed June 7, 2011.
2 Inland Empire Distribution Center Operations Profile, WCL Consulting, June 10, 2008. 2,500 square feet per employee is an average of the Inland Empire rates.
3 1 employee per 2,500 square feet, 1,616,133 sf ÷ 2,500 sf = 646 employees.

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c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

No Impact. The proposed project site consists of undeveloped land with no residential structures located within the project limits. Therefore, no displacement of housing or residents would occur and construction of replacement housing is not required.

2.5.10 Public Services

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

a) Fire Protection

Less Than Significant Impact. The City of Moreno Valley contracts with the Riverside County Fire Department to provide fire protection, fire prevention, and emergency services to its residents. The fire station nearest the project site is Station No. 65 (Kennedy Park Fire Station), located at 1511 Indian Street, 3.0 miles north of the proposed project site. The proximity of Station No. 65 to the project site is sufficient to meet the City's General Plan performance standard requiring a response time of five minutes or less. As with any new development, the proposed project would increase the need for fire protection services within the City. While the proposed project would increase the need for fire protection, it would not require the construction of new fire facilities to maintain acceptable service ratios, response times, or other performance objectives. The proposed project would be required to adhere to all standards and conditions required by the City and the Riverside County Fire Department including, but not limited to, restrictions on project design, the imposition of construction standards, and including the payment of impact fees. Adherence to these standards would reduce potential impacts related to the provision of fire protection services and the need for the construction of new facilities which would result in adverse physical impacts to a less than significant level.

b) Police Protection

Less Than Significant Impact. The City of Moreno Valley contracts police services from the Riverside County Sheriff's Department. The Moreno Valley Police Department (MVPD) operates out of the Central Police Station, located at 22850 Calle San Juan de Los Lagos. The MVPD has 143 authorized sworn personnel and 45.5 authorized civilian personnel.[1] As with any new development, the proposed project would increase the need for police protection services within the City. The proposed project would be required to adhere to all standards and conditions required by the City and the MVPD, including the payment of impact fees. Adherence to conditions and standards identified by the City and the MVPD are required of all development within the City. While the proposed project would increase the need for police protection, it would not require the construction of new facilities to maintain acceptable service ratios, response times, or other performance objectives. The proposed project would result in a less than significant impact, and no additional mitigation is required. With adherence to City and MVPD requirements, no need for the construction of police facilities which would result adverse physical impacts would occur.

c) Schools

Less Than Significant Impact. The proposed project site is located within the Moreno Valley Unified School District (MVUSD). The proposed project does not include the construction of residential

[1] *Section 5.13 Public Services and Utilities*, The City of Moreno Valley General Plan Final EIR, July 2006.

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dwelling units. There is a potential for the employees to move within the vicinity of the project; however, it is not anticipated that the growth would significantly impact existing school services or facilities.

Per California Government Code (§ 65995[h]), "The payment or satisfaction of a fee, charge, or other requirement levied or imposed … are hereby deemed to be full and complete mitigation of the impacts … on the provision of adequate school facilities." MVUSD requires the payment of 47 cents per square foot of industrial development.[1] With the payment of required fees and with no additional students generated from the proposed project, no significant impacts related to the provision of school services would occur. Upon payment of required fees, a less than significant impact to school services and/or facilities would occur. In the absence of a significant impact, the construction of new facilities that would result in a significant environmental impact would not occur.

d) Parks

*No Impact***.** The project does not include recreational facilities. Neighborhood or regional parks are not associated with industrial projects; therefore, there will be no impacts associated on these facilities from the proposed project.

e) Other Public Facilities

Less Than Significant Impact. The proposed project is an industrial project and, as a result, would not cause in an increase in population resulting in a significant impact on other public facilities such as libraries and hospital services. The local library serving the City is the Moreno Valley Public Library located at 25480 Alessandro Boulevard approximately 4.0 miles north of the project site. The nearest health service facility is the Moreno Valley Community Hospital located at 27300 Iris Avenue in the City of Moreno Valley approximately 3.5 miles northeast of the project site. The proposed project does not include a residential component and would not contribute to a direct increase in population. As there is no direct increase in population resulting from the proposed project, no new significant demand on library or medical facilities would occur. In the absence of a significant impact, the construction of new facilities that would result in a significant environmental impact would not occur.

All on-site access, parking areas, utilities, and structures would be maintained by the project applicant or operator of the proposed facility. Maintenance of public facilities and infrastructure would not be significantly altered by the development of the proposed project. The proposed project would not add any significant new public facilities that would require maintenance. In addition, the project proponent would be required to pay all developmental fees required by the City of Moreno Valley. Additionally, as with any industrial operation, the proposed project would provide revenue to the City in the form of fees, property taxes, etc. It is anticipated that the payment of such monies would offset any increased maintenance burden associated the development of the project site; therefore, potential impacts associated with this issue are anticipated to be less than significant.

2.5.11 Recreation

Would the project:

a) Increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

Less Than Significant Impact. The proposed project does not include a residential component and is unlikely to significantly increase local or regional populations; therefore, the proposed project would not cause a significant increase in the use of existing neighborhood or regional parks or other

[1] *School Developer Impact Fees*, Moreno Valley Unified School District, http://www.mvusd.net/, website accessed June 7, 2011.

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recreational facilities in the area. Impacts associated with this issue are considered less than significant.

b) Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

Less Than Significant Impact. The proposed project would result in the construction and operation of a warehouse distribution facility. Implementation of the proposed project does not include the construction or expansion of recreational facilities. Therefore, no impacts associated with this issue would occur.

2.5.12 Utilities and Service Systems

Would the project:

a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?

Less Than Significant Impact. The proposed project would be required to comply with the applicable waste discharge prohibitions and water quality objectives established by the Santa Ana RWQCB. The project proponent would also be required to satisfy City and EMWD requirements related to the payment of fees and/or the provision of wastewater conveyance features, and installation and maintenance prior to the issuance of building permits. Adherence to requirements included in the NPDES permit, SWPPP, WQMP, and EMWD wastewater conveyance standards would reduce potential wastewater quality impacts to a less than significant level.

b) Require or result in construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

e) Result in a determination by the wastewater treatment provider which serves or may serve the project determined that it has adequate to serve the project's projected demand in addition to the provider's existing commitments?

Less Than Significant Impact. Wastewater flows from the proposed project site would be handled by the EMWD and would be conveyed to the Moreno Valley Regional Water Reclamation Facility (MVRWRF) located in the southwestern portion of the City. Current capacity at this facility is 16 million gallons per day (mgd) with an existing average inflow of approximately 11.2 mgd per day.[1] The MVRWRF will ultimately be expanded to accommodate 41 mgd. Under current conditions, the average daily surplus treatment capacity is approximately 4.5 mgd. Generally, water use and wastewater flows are related in that wastewater is generated from indoor water uses. For industrial uses, typical wastewater generation factors are 1,700 gallons per day (gpd) for every acre of gross industrial uses.[2] Based on this generation factor, up to 63,070 gallons (0.063 mgd) of wastewater would be generated from the project site.[3] The additional wastewater treatment demand of 0.063 mgd resulting from development of the proposed project totals approximately 1.4 percent of current surplus treatment capacity. Because the amount of wastewater generated would be within the existing surplus treatment capacity, the proposed project would not require the construction of a new water or wastewater treatment facilities or expansion of existing facilities, which could cause

1 Eastern Municipal Water District Moreno Valley Regional Water Reclamation Facility. http://www.emwd.org/news/Insights/insights_moval.pdf, accessed June 7, 2011.

2 *Table 1 – EMWD System Design and Loading Criteria – Average Daily* Flow, Eastern Municipal Water District Sanitary Sewer System Planning & Design Principle Guidelines Criteria, September 2006.

3 1,616,133 square feet of warehouse uses ÷ 43,560 square feet/acre = 37.10 acres of warehouse uses; 1,700 gallons per acre of industrial use per day × 37.10 acres = 63,070 gallons per day (0.19 acre-foot) or 0.063 million gallons per day (mgd).

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significant environmental effects; and impacts related to this issue would be considered less than significant.

c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

Less Than Significant Impact. There is existing storm drain infrastructure in the vicinity of the proposed project that is capable of accommodating most existing storm water flows. Approvals of drainage features/improvements are made through the plan check process. As part of this process, all project-related drainage features would be required to meet the City's Public Works Division and RCFCWCD standards. The installation of project-related storm drain systems would occur within an existing urbanized area and the on-site storm drain system would be designed, installed, and maintained per Public Works Division and RCFCWCD standards. Because the project would be required to design and install drainage systems according to standards and provisions set forth by the City of Moreno Valley and RCFCWCD, impacts related to this issue are anticipated to be less than significant.

d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?

Less Than Significant Impact. There has been a shift in the water demand patterns in the last 15 years, as a residential market has replaced an agricultural market. Metropolitan, based on the IRP update and IRPSIM [1] model, has stated that with the addition of all water supplies existing and planned, it would have the ability to meet all of its member agencies' projected supplemental demand through 2030 even under a repeat of a worst drought scenario and with a reduction in deliveries from the SWP as imported sources of water will be supplemented by an increase in desalination of brackish groundwater, recycled water use, and water use efficiency. Based on this assertion, the EMWD has stated in the WSA prepared for the project it is able to meet an increased demand for water over the next 20 years, even during drought conditions. This is based on continued commitment to conservation programs, additional water recycling, and continued development of local water resources.

To develop the projections used in the WSA, EMWD used a development-tracking database that assesses future water demands for specific projects. EMWD uses this database to help plan for future water supply and infrastructure needs by monitoring new projects through various stages of development. Changes in density and land use are also tracked in this database for planning purposes. The supply for dry years is driven by demand. Demand increases slightly (less than 2%) during dry years, primarily due to the increased demand in winter for landscaping or agricultural water, and can be decreased up to 10 percent due to conservation as dry periods are extended. Neither groundwater production nor recycled water deliveries are expected to increase or decrease significantly during dry years. For water shortages and interruptions, the plans and policies outlined in the Regional Urban Water Master Plan (RUWMP) will be implemented.

Based on the WSA conducted for the proposed project, water demand for the proposed on-site uses would total 49,805 gpd or 55.8 acre-feet per year (AFY). Based on the information contained in the WSA for the project site and the assurance that MWD is engaged in a planning process that will ensure a reliable long-term water supply for its member agencies, EMWD has determined that it will be able to provide adequate water supply to meet the potable water demand for the project in addition to existing and future users. Impacts are less than significant.

f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?

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[1] IRPSIM is a sophisticated water supply and demand-balancing model that utilizes 77 sequential hydrologies to determine variations in supply and demand due to changes in weather conditions.

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Less Than Significant Impact. Solid waste collection is a "demand-responsive" service and current service levels can be expanded and funded through user fees without difficulty. Based on a solid waste generation of approximately 3.6 pounds per employee per day,[1] and 646 employees estimated for the project (See Population and Housing, Checklist Response 12a), the proposed on-site warehouse uses, in their entirety would generate approximately 2,326 pounds (1.16 tons) of waste per day.[2] Solid waste from the proposed project would be hauled by Waste Management of Inland Valley[3] and transferred to the Badlands Landfill, located to the northeast of the City's limits. The Badlands Sanitary Landfill has a daily permitted throughput of 4,000 tons per day, a remaining capacity of 14,730,025 cubic yards, and an estimated closure date of 2024.[4] Average daily throughput as of 2010 is estimated at 1,667 tons/day.[5] Current surplus capacity totals 2,333 tons/day. The volume of solid waste generated by the proposed project per day represents 0.029 percent of the current permitted throughput and 0.049 percent of the current surplus capacity at the Badlands Sanitary Landfill. As adequate daily surplus capacity exists at the receiving landfill, development of the proposed project would not significantly affect current operations or the expected lifetime of the landfill serving the project area. No significant solid waste disposal impact would occur.

g) Comply with federal, state, and local statues and regulations related to solid waste?

Less Than Significant Impact. The proposed project would be required to comply with applicable elements of AB 1327, Chapter 18 (California Solid Waste Reuse and Recycling Access Act of 1991) and other applicable local, state, and federal solid waste disposal standards, thereby ensuring that the solid waste stream to the Badlands Sanitary Landfill is reduced in accordance with existing regulations. Impacts are considered less than significant.

2.6 MITIGATION MONITORING AND REPORTING PROGRAM

A Mitigation Monitoring and Reporting Program (MMRP) will be prepared to comply with the requirements of State law (Public Resources Code, Section 21081.6). State law requires the adoption of an MMRP when mitigation measures are required to avoid significant impacts or reduce impacts to a less than significant level. The MMRP is intended to ensure compliance with mitigation measures during implementation of the proposed project. The MMRP will be adopted by the Planning Commission concurrent with certification of the Final EIR for the proposed project.

2.7 CUMULATIVE PROJECTS

Substantial changes are anticipated to occur as the result of population and employment as well as the development of other projects in the City and region. *CEQA Guidelines* (Section 15130) require that an EIR include a discussion of the potential cumulative impacts of a proposed project. Cumulative impacts are defined as two or more individual affects that, when considered together, are considerable or that compound or increase other environmental impacts. The cumulative impact from several projects is the change in the environment that results from the incremental impact of the development when added to the impacts of other closely related past, present, and reasonably foreseeable or probable future developments. Cumulative impacts can result from individually minor, but collectively significant, developments taking place over a period of time. The *CEQA Guidelines*, state:

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1 Inland Empire Distribution Center Operations Profile, WCL Consulting, June 10, 2008
2 646 employees × 3.6 lbs per employee per day = 2,326 lbs per day or 1.16 tons per day.
3 Trash service in the City of Moreno Valley is mandatory and Waste Management of Inland Valley is the only solid waste service provider.
4 *Badlands Sanitary Landfill Facility/Site Summary Details*, CalRecycle, http:// www.calrecycle.ca.gov/profiles/Facility/Landfill/LFProfile1.asp?COID=33&FACID=33-AA-0006, website accessed on June 8, 2011.
5 Communication with Ryan Ross, Riverside County Waste Management Department, June 6, 2011.

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(a) Cumulative impacts shall be discussed when the project's incremental effect is cumulatively considerable.

(b) The discussion of cumulative impacts shall reflect the severity of the impacts and their likelihood of occurrence, but the discussion need not provide as great detail as is provided of the effects attributable to the project. The discussion should be guided by the standards of practicality and reasonableness.

The cumulative baseline for this project includes past, present, and probable future projects, which are either approved or being considered for approval, or anticipated to be submitted for consideration, including projects in the design phase or under construction. In determining the cumulative impacts of a proposed project with other area projects, an EIR may either consider a list of past, present, and probable future projects, or it may consider a summary of projections method or a combination of both.[1] This EIR utilizes the list method.

Information was collected and compiled from the Cities of Moreno Valley, Riverside, Perris, and Riverside County. The list of cumulative projects is based on project lists provided by staff from the City of Moreno Valley.[2] The project listings provided by the cities identify projects for which applications either have been submitted or are "foreseeable." As noted by the respective development reports, some of the identified applications are "inactive," "on-hold," or pending Planning Commission approval. It is not possible to determine with a reasonable level of certainty which or how many of the projects listed on the respective development inventories will complete the entitlement process and be issued permits for construction and occupancy; therefore, the figures cited represent a conservative scenario of what may be developed and interact with the project site. Because of market demands, demographic and economic conditions, and local development trends, it is reasonable to conclude that the number and amount of uses developed may vary from the total potential cumulative development identified in Table 2.C. The list of cumulative projects is illustrated in Figure 2.1.

Table 2.C: Cumulative Project List

Map No	Project	Location	Type
M-1	First Industrial Realty Trust (PA06-0152, PA06-0153)	NEC Heacock St. and Nandina Ave.	1,183,000 SF of high cube warehouse uses
M-2	Moreno Valley Industrial Park (PA07-0035, PA07-0039)	Northeast corner of Heacock Street and Iris Avenue	205,000 SF of light industrial uses; 410,000 SF of high cube warehouse uses
M-3	Indian Business Park (PA07-0079)	Southwest corner of Indian Street/Iris Avenue	1,560,000 SF of high cube warehouse uses
M-4	Komar Investments	NEC of Heacock Street and San Michele Road	2,057,000 SF of high cube warehouse uses
M-5	Ivan Devries (PA06-0017)	Northeast corner of Perris Boulevard and Edwin Road	569,000 SF of industrial park uses
M-6	TM34748 (PA06-185, PA06-184, PA06-0183)	Southeast corner of Heacock Street and Gentian Avenue	135 single family homes
M-7	San Michele Logistics Center (PA07-0166)	North side of Nandina Avenue west of Perris Boulevard	866,000 SF of high cube warehouse uses

[1] State *CEQA Guidelines*, Section 15130(b) (1).
[2] Input from Jeff Bradshaw, City of Moreno Valley Community Development – Planning Division, dated April 2011.

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Table 2.C: Cumulative Project List

Map No	Project	Location	Type
M-8	TM 33810 (PA05-0089)	South of Iris Avenue between Indian Street and Emma Lane	16 single family homes
M-9	TM 34151 (PA05-0174)	East of Indian Street and north of Krameria Street	37 single family homes
M-10	TM 32716 (PA05-0148)	East of Indian Street, north of Perris Valley Channel	57 single family homes
M-11	TM 32917 (PA04-0051)	NEC of Lasselle Street and Krameria Street	227 condominiums
M-12	P05-0113	Northwest corner of Markham Street and Perris Boulevard	1,743,000 SF of high cube warehouse uses
M-13	Oakmont I (P05-0192)	Southwest corner of Markham Street and Perris Boulevard	698,000 SF of high cube warehouse uses
M-14	P05-0477	Northwest corner of Markham Street and Redlands Avenue	462,000 SF of high cube warehouse uses
M-15	P06-0425	North of Nance Street and west of Indian Street	6,300 SF of light industrial uses
M-16	P07-09-0018	NEC of Heacock Street and Nance St.	170,000 SF of warehousing uses
M-17	Oakmont II (P07-07-0029)	North of Ramona Expressway between Heacock Street and Indian Street	1,600,000 SF of high cube warehouse uses
M-18	TR 32707	Southeast corner of Harley Knox Boulevard and Evans Road	137 single family homes
M-19	TR 34716	Northwest corner of Markham Street and Redlands Avenue	318 single family homes
M-20	Ridge II	Northeast corner of Rider Street and Indian Street	2,000,000 SF of high cube warehouse uses
M-21	Jordan Distribution	Northeast corner of Rider Street and Redlands Avenue	378,000 SF of high cube warehouse uses
M-22	Aliere	Northwest corner of Rider Street and Redlands Avenue.	642,000 SF of high cube warehouse uses
M-23	Starcrest (08-11-0005, 08-11-0006)	Southeast corner of Ramona Expressway and Webster Street	454,000 SF of high cube warehouse uses
M-24	—	Northeast corner of Indian Street and Markham Street	189,000 SF of high cube warehouse uses

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Table 2.C: Cumulative Project List

Map No	Project	Location	Type
P-25	Stratford Ranch Industrial	NEC of Redlands Avenue and Perry Street (extended)	1,725,411 SF of high-cube warehouse uses
M-26	Rados Distribution Center	Northeast corner of Webster Avenue and Rider Street	1,191,000 SF of high cube warehouse uses
M-27	Ridge I (P 05-07-0493)	South of Ramona Expressway between Perris Boulevard and Indian Street	700,000 SF of high cube warehouse uses
M-28 —		North of Rider Street between Perris Boulevard and Redlands Avenue	40,000 SF of warehousing uses
M-29 IDS	II	SWC of Redlands Avenue and Rider Street	350,000 SF of high cube warehousing uses
M-30 —		Northeast of Indian Avenue and San Michele Road	408,000 SF of light industrial uses
M-31 —		Northeast of Perris Boulevard and San Michele Road	681,000 SF of light industrial uses
M-32 —		Southwest of Perris Boulevard and Nandina Avenue	482,000 SF of high cube warehouse uses
M-33 —		Northwest of Indian Avenue and Harley Knox Boulevard	360,000 SF of light industrial uses
A-34	March Lifecare Specific Plan	SWC Heacock & Cactus	190,000 SF medical offices, 210,000 SF commercial retail, 200,000 SF research & education, 50 hospital beds, 660 beds institutional residential
A-35	Airport Master Plan	March ARB	559,000 SF airport use
C-36	Majestic Freeway Business Center (SP 341, PP 20699, PP21027, PP21552)	West of 215, south of Nandina, north of Cajalco	6,200,000 SF high-cube warehouse
M-37	Oleander Business Park	West of I-215 at Harley Knox Boulevard	1,206,710 SF of warehousing
M-38	Cemex Materials	24365 Nandina Ave (west of Indian St.)	Concrete batch plant on 5 ac
M-39 06-0	411	East of Patterson Avenue, south of Nandina, north of Harley Know	Concrete batch plant, 400 SF office, 1,600 SF maintenance shop
M-40	Pierce Hardy Limited Partnership (PA06-0014)	SEC Heacock St. & Nandina Ave.	67,000 SF retail lumber yard complex
P-41 P05-0	302	South of Markham St., east of I-215	900 SF office

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Table 2.C: Cumulative Project List

Map No	Project	Location	Type
M-42	March Business Center (PA11-0001)(P11-004)(PA11-0007)(PA11-0002, -0003, -0004, -0005, -0006)	SE corner of Heacock Street and Iris Avenue	Business center totaling 1,484,407 SF of building space on 75 acres.
C-43	Ramona Metrolink Station	NEC Cajalco and Harvill	Light rail station; 300 parking spaces
M-44	Centrepointe Buildings 8 and 9 (PA04-0063)	SEC Heacock St. & Alessandro Blvd.	361,384 SF general light industrial
M-45	Komar Cactus Plaza (PA08-0047, PA08-0048, PA08-0049, PA08-0050, PA08-0051, PA08-0052)	N side of Cactus Ave. & W of Elsworth St.	110 hotel rooms, 8,000 SF fast food w/drive thru, 42,400 SF commercial
M-46	MV Centerpointe Business Ctr. (PA07-0147, PA07-0157)	NEC Cactus Ave. & Frederick St.	353,859 SF warehousing
M-47	Centerpointe Business Park (PA08-0002, PA08-0003)	Corner of Brodiaea Ave & Graham St.	391,231 SF warehousing
M-48	Centerpointe Business Park (PA08-0093)	Corner of Heacock St. and Brodiaea Ave.	99,988 SF light industrial
M-49	Highland Fairview Corporate Park (PA07-0088, PA07-0089, PA07-0090, PA07-0091)	Immediately south of Hwy 60, between Redlands Blvd. and Theodore St.	2,620,000 SF industrial warehouse/commercial
M-50	Alessandro and Laselle - Winco Foods (PA08-0079, PA08-0080, PA08-0081)	NEC of Alessandro Blvd. and Laselle St.	110,240 SF shopping center (anchored by 95.440 TSF WinCo Foods)
M-51	Yoon Byun (PA09-0031)	NEC Alessandro and Graham	5,044 SF retail center w/ convenience store, restaurant and carwash
M-52	Classic Opportunities Group/Optiflex - Moreno Valley Medical Plaza (PA09-0033, PA09-0034, PA09-0035, PA09-0036, PA09-0037, PA09-0038, PA09-0039, PA09-0019, PA09-0020)	East side of Nason, south of Brodiaea Ave.	311,633 SF commercial medical plaza
M-53	TM 32505 (PA05-0017)	SWC Bay Avenue & Morrison Street	72 detached single-family units
M-54	TM 33417 (PA05-0142)	NWC Perris Blvd. & Delphinium Ave	60 condominiums
M-55	TM 33607 (PA06-0096)	NEC Perris Blvd. & Delphinium Ave	52 condominiums
M-56	TM 34988 (PA06-0141)	NEC Perris Blvd. & Brodiaea	251 townhomes
M-57	TM 34216 (PA05-0193)	NEC of Kitching and Alessandro	40 condominiums
M-58	TM 34681 (PA06-0052)	South of Alessandro, west of Lasselle	49 townhomes
M-59	Moreno Valley Medical Campus	North side of Iris Ave., west of Moreno Valley Community Hospital	75,000 SF medical office complex
M-60	Overton Moore Properties (PA08-0072)	NWC Cactus Ave. & Frederick St.	520,000 SF high-cube warehouse

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Table 2.C: Cumulative Project List

Map No	Project	Location	Type
R-61	Alessandro Business Park (P07-1028)	North of Alessandro, west of I-215 frontage road	652,018 SF general light industrial
R-62	P06-1408	East of I-215, north of Gateway Dr.	73,500 SF office
P-63	Harvest Landing Specific Plan	East of I-215, south of Placentia, west of Perris Blvd, north of Nuevo	1860 single family dwelling units, 1,306,582 SF multiple use business park
C-64	Amstar/Kaliber Development (PP 22925)	South of Alessandro Blvd, west of I-215 Frontage Road	258,102 SF office, 409,312 SF warehousing, 42,222 SF general light industrial, 10,000 SF retail
A-65	Alessandro Metrolink Station	South of Alessandro, east of Frontage Road	Light rail station; 300 parking spaces
A-66	Meridian Business Park	North West of 215, south of Alessandro	5,985,000 SF industrial park
A-67	Eucalyptus Industrial Park	East of Moreno Beach Drive, west of Quincy channel, south of SR-60	2,244,638 SF of high cube warehouse uses
A-68	West Ridge Commerce Center	West of Redlands Boulevard, south of SR-60	937,260 SF of high cube warehouse uses
A-69	World Logistics Center	East of Redlands Avenue, south of SR-60	41,500,000 SF high cube warehouse uses
A-70	Perris Valley Commerce Center Specific Plan	3,500 acres in north Perris	Various Light Industrial, business park, and commercial uses

Notes: NWC = northwest corner; SWC = southwest corner; NEC = northeast corner; SEC = southeast corner; SF=square feet
Sources: City of Moreno Valley, August 2011

The cumulative analyses are provided following the discussion of the individual impacts associated with the proposed project in Section 4.0. For example, the cumulative impact for air quality is provided in Section 4.1, and so forth. Depending on the issue discussed, the area addressed in the cumulative analysis varies. For example, because of the cumulative nature of regional air quality emissions, the cumulative area for air quality impacts would encompass the South Coast Air Basin; while the cumulative area associated with noise would be limited to areas in the proximity of the project site. Because of the nature of the various cumulative discussions, the consideration of all the cumulative projects in every cumulative analysis is not warranted.

The traffic study is based on existing count data taken in 2007. For this reason, projects that were approved subsequent to 2011 were added to the background trip generation in the TIA. These are listed as cumulative projects 1 through 44 in Table 2.C and Figure 2.1.

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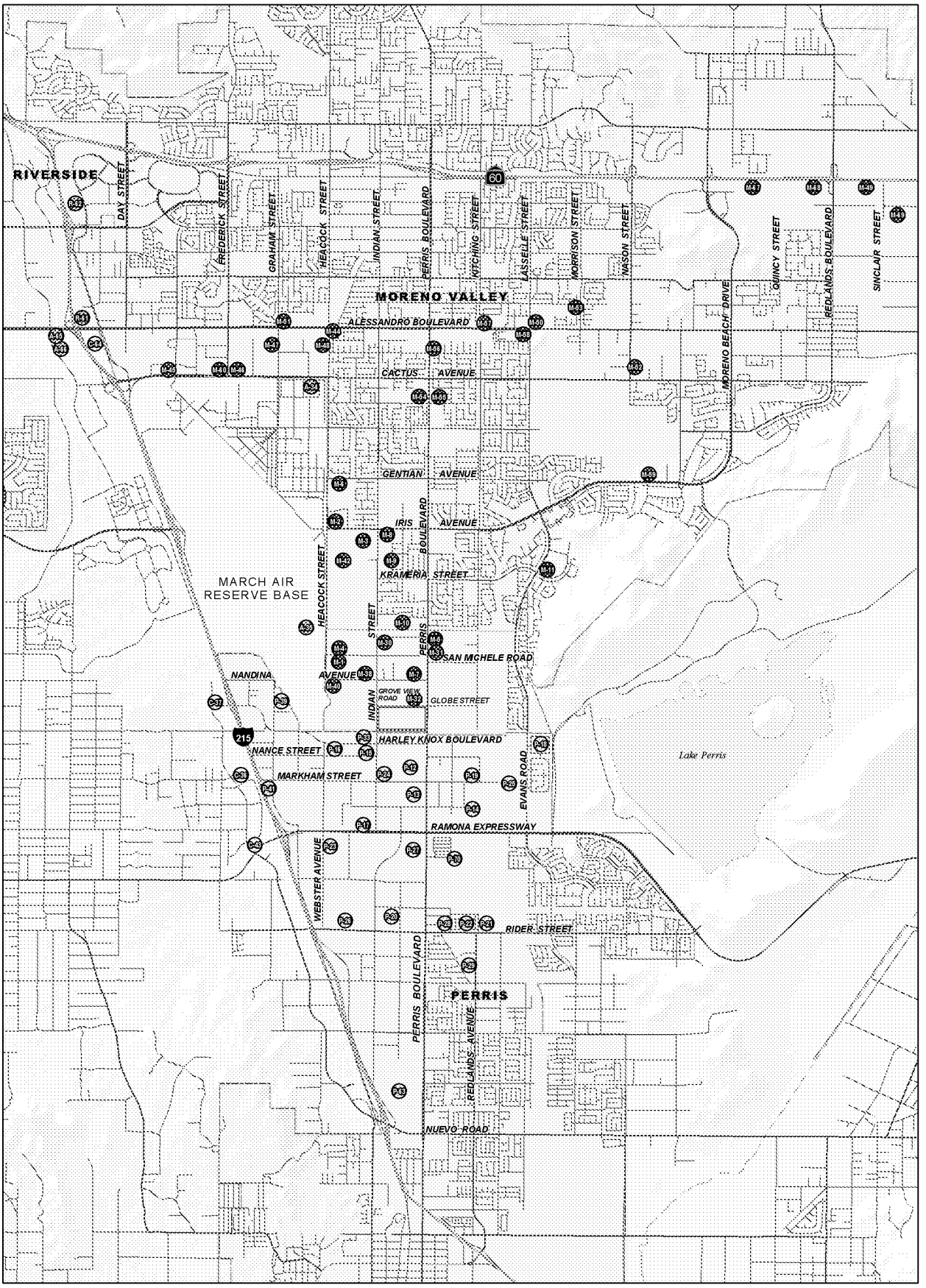

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FIGURE 2.1

Cumulative Projects

- Proposed Project Location
- City Boundaries
- City of Moreno Valley
- City of Perris
- City of Riverside
- County of Riverside
- March JPA

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Environmental Impact Report

Cumulative Project Locations

SOURCE: City of Moreno Valley, August 2011; Riverside County, 2011
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3.0 PROJECT DESCRIPTION

The project description is provided in this section of the EIR in conformance with *CEQA Guidelines* §15124. It discusses the geographic setting, project location, project setting, City of Moreno Valley General Plan and zoning designations, project characteristics, discretionary actions, and project objectives. The project description is used as the basis for analysis in Section 4.0 of the EIR.

3.1 GEOGRAPHIC SETTING

As illustrated in previously referenced Figure1.1, the proposed project is located within the southwestern portion of the City of Moreno Valley, in Riverside County, California, east of Interstate 215 (I-215) and south of State Route 60 (SR-60). The City is located within the Perris Block geologic unit, which in turn lies within the Peninsular Ranges Geomorphic Province of southern California. The Peninsular Ranges Geomorphic province is characterized by a series of northwesterly trending mountain ranges extending from the coast of California eastward into the California desert and south to the tip of Baja California. The Perris Block is bounded on the northeast by the San Jacinto Fault, on the north by the Cucamonga Fault and the San Gabriel Mountains, and on the southwest by the Elsinore Fault and the Santa Ana Mountains. The City of Perris borders Moreno Valley to the south and the City of Riverside to the west, with unincorporated areas of Riverside County bordering the City to the north and east. The Box Springs Mountains border the City to the north.

3.2 PROJECT LOCATION

The project site consists of four parcels (APNs 316-210-71, 316-210-73, 316-210-75, and 316-210-76) totaling approximately 71 net acres located on the southwest corner of Perris Boulevard and Grove View Road. The Perris Valley Storm Drain Lateral B channel forms the southern boundary of the site while Indian Street forms the western boundary. The site is located approximately 1.3 miles east of I-215, 4.5 miles south of SR-60, and 1.75 miles west of Lake Perris. March Air Reserve Base is located approximately one half mile west of the project site.

3.3 PROJECT SETTING

The project site is relatively level, descending gradually from northwest to southeast, at an elevation ranging from approximately 1,465 to 1,461 feet above sea level. On-site soils consist of disturbed top soil/fill and natural soils, classified as brown clayey silts to silty sands.

The project vicinity is characterized by a mix of developed and undeveloped properties, as can be seen in previously referenced Figure 1.1. Developed properties in the vicinity include a waste transfer station and an industrial/warehouse to the north, industrial/warehouse and undeveloped property to the south, industrial/warehouses and a self storage facility to the east, and warehouses, vehicle storage, residences, and undeveloped property to the west.

The proposed project site has been used historically for agricultural purposes but currently lies fallow. It was most recently used as a sod farm growing that ceased operating in August 2005. Within the past two years, the proposed Project site has received approximately 80,000 cubic yards of fill as part of an approved stockpile permit previously issued by the City. The major roads that provide access to the project are Perris Boulevard, Indian Street, Grove View Street, and Harley Knox Boulevard, with the nearest I-215 interchanges at Harley Knox Boulevard and Ramona Expressway.

MV00178267

3.4 CITY OF MORENO VALLEY GENERAL PLAN AND ZONING DESIGNATIONS

A review of the Cities of Moreno Valley and Perris General Plans reveals the site and surrounding area is designated Business Park/Light Industrial to the north, east and west in the City of Moreno Valley (City) and Light Industrial and Community Commercial south of the Lateral B channel in Perris. Similarly, zoning for the site and surrounding area in the City is governed by Specific Plan (SP) 208. SP 208, which is known as the Moreno Valley Industrial Area Plan, was originally adopted in 1989, amended in 2001 and 2002.

As illustrated in Figure 3.1, SP 208 encompasses approximately 1,540 acres in the southwest portion of the City covering an "L" shaped area. South of Mariposa Avenue/Lateral A channel, the SP area is bordered by City of Perris to the south, the Perris Valley Storm drain to the east, and Heacock Street to the west. North of Mariposa Avenue/Lateral A channel, the SP is bordered by Indian Street to the east, Heacock Street to the west, and Iris Avenue to the north. The SP also includes the area north of Iris Street bordered by Gentian Avenue to the north, Indian Street to the east, and Heacock Street to the west. SP 208 functions as the zoning for the applicable planning area, defining permitted uses and establishing design guidelines.

The proposed project site as well as the surrounding areas are planned for industrial development per SP 208. The SP also permits supporting commercial land uses at key intersections in its planning area, including the intersection of Perris Boulevard and Grove View Road. Zoning for the area to the south across the Lateral B channel in Perris is Light Industrial and Community Commercial. Table 3.A provides a summary of existing on-site and adjacent land use, zoning, and General Plan designations. Figure 3.2 illustrates existing on-site and adjacent General Plan Land use designations and zoning for the site.

Table 3.A: On-Site and Adjacent Land Use Designations

Location	Current Land Uses	General Plan Land Uses	Zoning Designations
On-site	Vacant/Fallow	Business Park/Light Industrial	SP 208
North	industrial	Business Park/Light Industrial	SP 208
South[1]	industrial and vacant	Community Commercial and Light Industrial	Light Industrial and Community Commercial
East	industrial	Business Park/Light Industrial	SP 208
West	industrial and vacant	Business Park/Light Industrial	SP 208

[1] Land use, General Plan, and Zoning information shown is in the City of Perris.
Sources: City of Moreno Valley General Plan Land Use Map, adopted August 2010; City of Moreno Valley Zoning, accessed April 7, 2011; City of Perris General Plan Land Use Map, approved February 2008; City of Perris Zoning February 2009.

3.5 PROJECT CHARACTERISTICS

The proposed project would result in the construction and operation of approximately 1,616,133 square feet of distribution warehouse space on an approximately 71 acre site. The single building will be constructed with 264 vertical-lift dock-high roll up doors on the long (north and south) sides of the building to allow access for the loading and unloading of products from diesel truck/trailers. Building interiors are typically large and open to accommodate the temporary storage of the products to be distributed. The building will include a total of approximately 44,000 square feet of business office space for the management of the warehouse. Parking at the warehouse will be provided for 368 truck trucks and trailers as well as 589 parking stalls for passenger vehicles in accordance with City standards for light industrial uses. Previously referenced Figure 1.2 provides a conceptual site plan for the proposed project.

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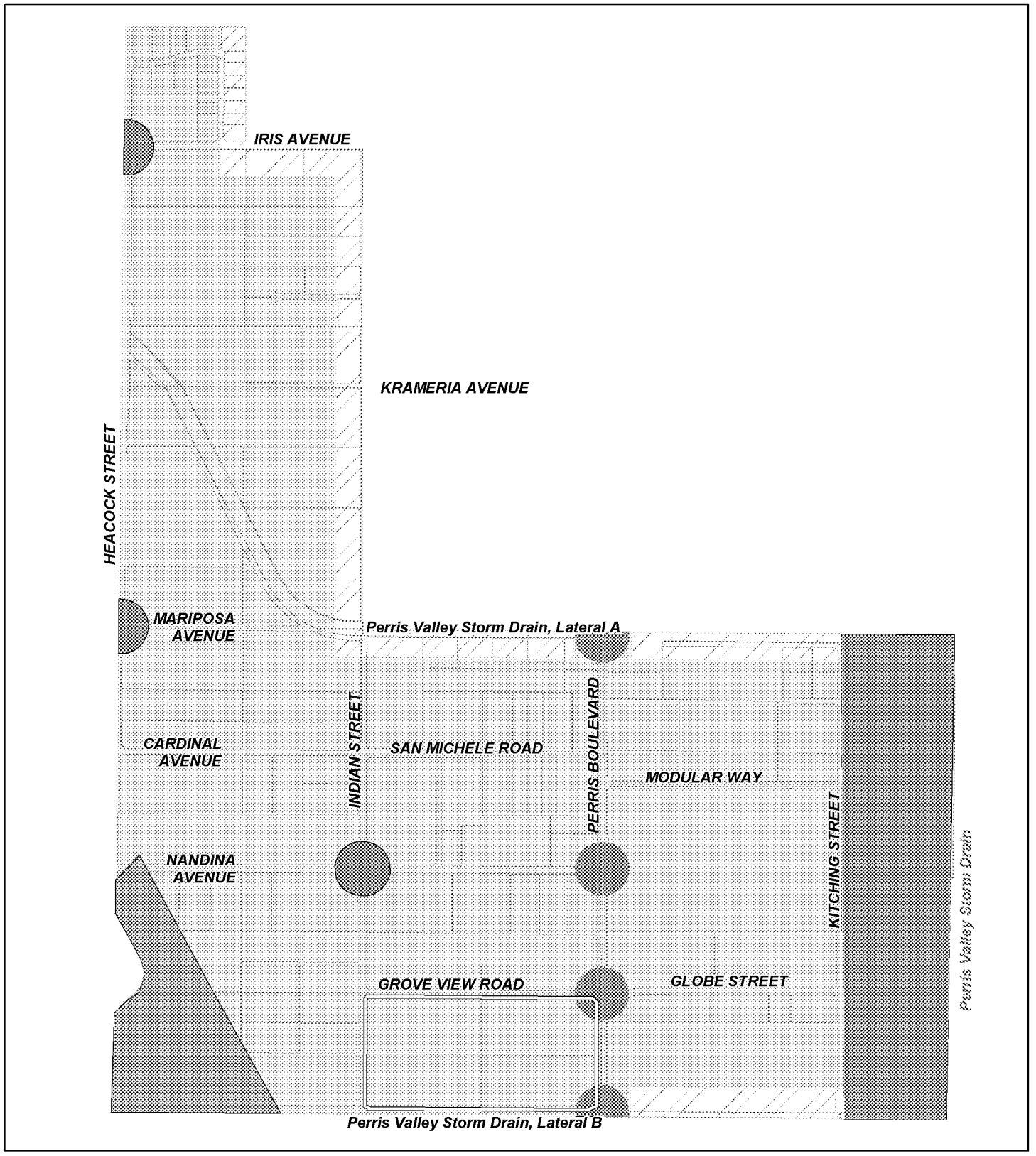

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N

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Project Boundary

Moreno Valley Industrial Area Plan Boundary
Industrial
Public
Clear Zone
Commercial (Industrial/Business Support)
300' Residential Buffer

FIGURE 3.1

VIP Moreno Valley
Environmental Impact Report

Moreno Valley Industrial Area Plan Boundaries (SP 208)

SOURCE: City of Moreno Valley (Specific Plan 208), 2002.

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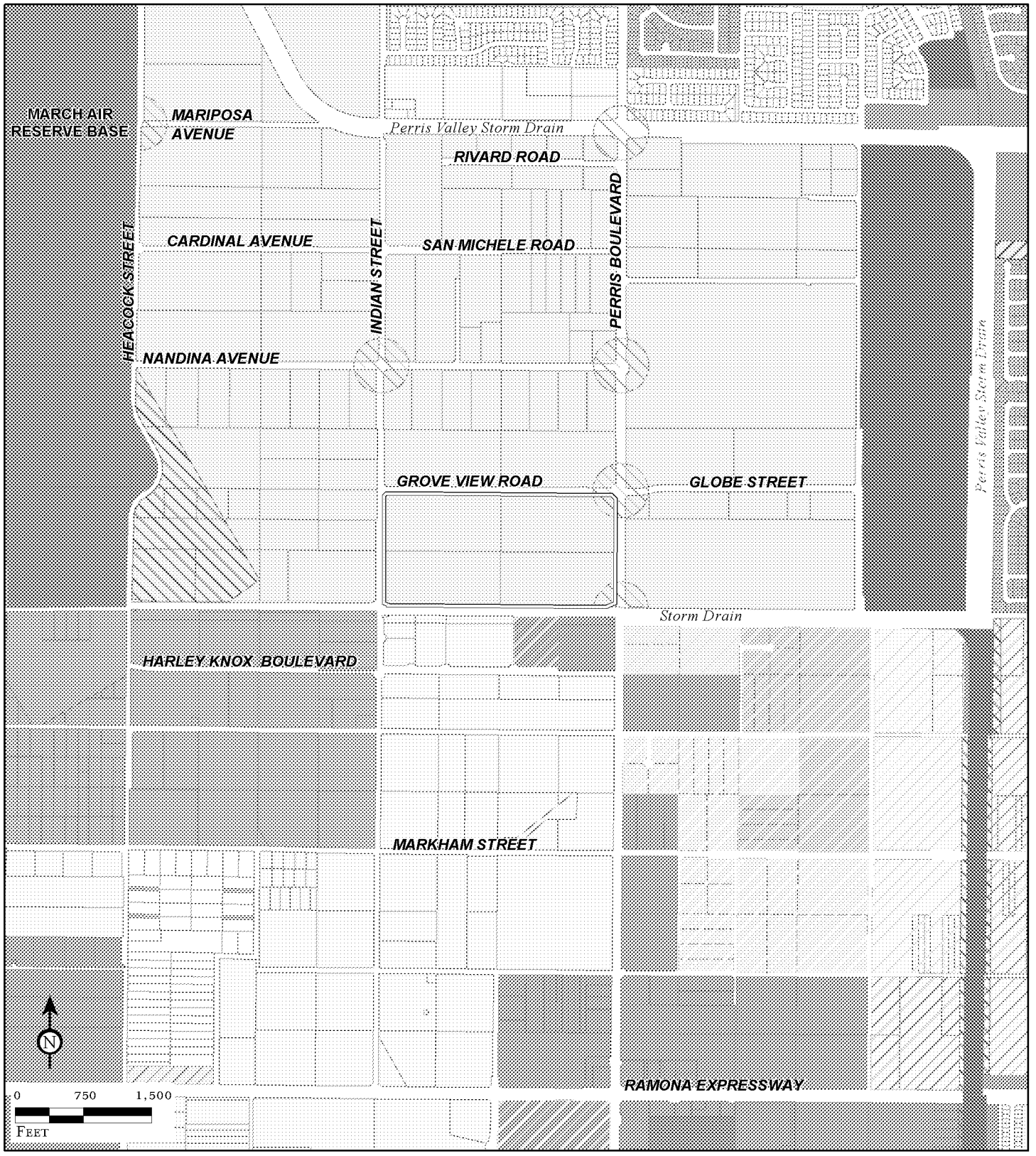

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Project Boundary

Zoning

- Public Facilities
- NC - Neighborhood Commercial
- Commercial
- SP - Specific Plan
- LI - Light Industrial
- A1 - Light Agriculture
- OS - Open Space
- R - 6,000 - Residential
- R - 10,000

General Plan - Land Use

- March Air Reserve Base
- BP - Business Park
- CC - Community Commercial
- GI - General Industrial
- LI - Light Industrial
- MFR - 14
- NC - Neighborhood Commercial
- OS - Parks/Recreational/Natural Open Space
- P - Public/Semi-Public Facilities/Utilities
- Residential: Max. 5 du/ac
- R - 6000
- Residential: Max. 10 du/ac
- Residential: Max. 15 du/ac
- R - 20,000
- SP

SOURCE: City of Moreno Valley Land Use Map, August 12, 2010; City of Perris - General Plan, February 19, 2009; City of Moreno Valley - Zoning, April 20, 2011; City of Perris - Zoning, February 19, 2009.

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FIGURE 3.2

VIP Moreno Valley
Environmental Impact Report

Existing General Plan Land Use Designations and Zoning

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The proposed project features a variety of architectural elements including façade accents such as corner treatments and roof trim (refer to Figure 3.3). The project would also provide variation in wall planes that serve to avoid an institutional appearance and break up the bulk of the buildings. This variation creates shadow lines at various times of the day.

Access to the project site will be provided via two driveways on Indian Street, three driveways on Grove View Road, and two driveways on Perris Boulevard. The northern driveway on Perris Boulevard will be for passenger vehicle and emergency access only. The southern driveway on Perris Boulevard will align with the existing signalized intersection at the Ross Distribution Warehouse entrance. The north project driveway on Indian Street will be for passenger vehicle and emergency access only; all other driveways will be used by both passenger vehicles and trucks. The proposed project is anticipated to be constructed by the year 2013.

The proposed project will function as a trucking distribution hub for several types of items. Goods imported from the ports of California as well as other locations will be delivered via truck to the proposed distribution centers and distributed via truck to both in and out of state locations, thus benefiting both local and interstate commerce.

Due to the project site's topography and drainage requirements, approximately 220,000 additional cubic yards of fill will be required. The specific location of the fill import site is not known at this time. It is reasonable to estimate that the fill will be obtained from a site located within 10 miles of the proposed project in order to reduce import hauling costs, consistent with soil import/export hauling distances for projects in Moreno Valley.

In addition to construction of required street frontage improvements on Indian Street, Perris Boulevard, and Grove View Road, the proposed project includes construction of necessary infrastructure to provide water, sewer, phone, cable, natural gas, and electricity service. Drainage will be handled by a system of on-site collection/routing pipes, landscaped swales, sand filters, and paved landscape features. All utilities hook ups are immediately available, with no off-site improvement required.

Site and building design attributes for the proposed project will incorporate many sustainability and Green Building concepts. Green Building is the practice of increasing building efficiency through site planning, water and energy management, material use, control of indoor air quality and the use of innovative design concepts. These practices help to improve building operational efficiency, conserve water, reduce waste, and lessen the heat island effect of development.

Green building designs typically exhibit the following features:

- More natural ventilation or, at least, a mixture of natural ventilation and air conditioning, and/or increased fresh air via the mechanical ventilation system.
- Narrow plan forms, often within the 15m limits of natural ventilation and daylight access, the corollary of which is less 'deep' space in the middle, which users dislike.
- Better utilization of daylight.
- More user controls for windows, blinds, lights, and ventilators. This can mean that needs (like thermal comfort) are met more quickly even though the conditions may only be 'good enough'. Users preferred rapid response when things go wrong or needed changing, and will tolerate conditions which are reasonable.
- Higher floor to ceiling heights, which helps, e.g., with daylight penetration.
- More open plan workspaces (usually desks) close to or next to windows.

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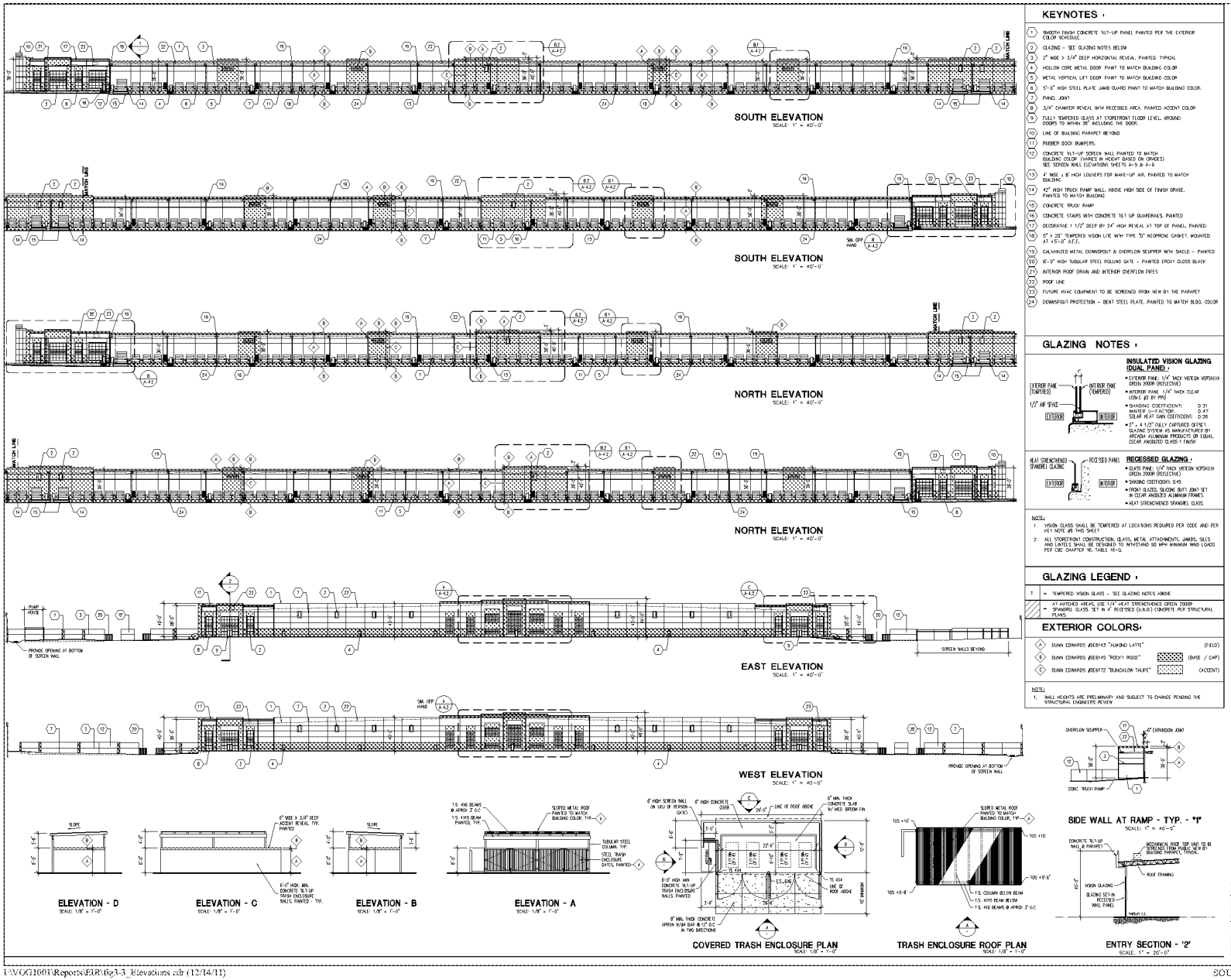

KEYNOTES

1. SMOOTH FINISH CONCRETE TILT-UP PANEL PAINTED PER THE EXTERIOR COLOR SCHEDULE.
2. GLAZING – SEE GLAZING NOTES BELOW
3. 2" WIDE x 3/4" DEEP HORIZONTAL REVEAL. PAINTED. TYPICAL
4. HOLLOW CORE METAL DOOR PAINT TO MATCH BUILDING COLOR
5. METAL VERTICAL LIFT DOOR PAINT TO MATCH BUILDING COLOR
6. 5'-0" HIGH STEEL PLATE JAMB GUARD PAINT TO MATCH BUILDING COLOR.
7. PANEL JOINT
8. 3/4" CHAMFER REVEAL WITH RECESSED AREA. PAINTED ACCENT COLOR
9. FULLY TEMPERED GLASS AT STOREFRONT FLOOR LEVEL AROUND DOORS TO WITHIN 36" INCLUDING THE DOOR.
10. LINE OF BUILDING PARAPET BEYOND
11. RUBBER DOOR BUMPERS.
12. CONCRETE TILT-UP SCREEN WALL PAINTED TO MATCH BUILDING COLOR (VARIES IN HEIGHT BASED ON GRADES) SEE SCREEN WALL ELEVATIONS SHEETS A-5 & A-6
13. 4" WIDE x 8" HIGH LOUVERS FOR MAKE-UP AIR. PAINTED TO MATCH BUILDING
14. 42" HIGH TRUCK RAMP WALL ABOVE HIGH SIDE OF FINISH GRADE. PAINTED TO MATCH BUILDING
15. CONCRETE TRUCK RAMP
16. CONCRETE STAIRS WITH CONCRETE TILT UP GUARDRAILS. PAINTED
17. DECORATIVE 1 1/2" DEEP BY 24" HIGH REVEAL AT TOP OF PANEL. PAINTED.
18. 6" x 20" TEMPERED VISION LITE WITH TYPE "D" NEOPRENE GASKET. MOUNTED AT 4'-0" A.F.F.
19. GALVANIZED METAL DOWNSPOUT & OVERFLOW SCUPPER WITH SHIELD – PAINTED
20. 8'-0" HIGH TUBULAR STEEL ROLLING GATE – PAINTED EPOXY GLOSS BLACK
21. INTERIOR ROOF DRAIN AND INTERIOR OVERFLOW PIPES
22. ROOF LINE
23. FUTURE HVAC EQUIPMENT TO BE SCREENED FROM VIEW BY THE PARAPET
24. DOWNSPOUT PROTECTION – BENT STEEL PLATE. PAINTED TO MATCH BLDG. COLOR

GLAZING NOTES

INSULATED VISION GLAZING (DUAL PANE):

- EXTERIOR PANE: 1/4" THICK VISTEON VOPSAIUX GREEN 2000R (REFLECTIVE)
- INTERIOR PANE: 1/4" THICK CLEAR LOW-E #2 BY PPG
- SHADING COEFFICIENT: 0.31
  WINTER U-FACTOR: 0.47
  SOLAR HEAT GAIN COEFFICIENT: 0.26
- 2" x 4 1/2" FULLY CAPTURED OFFSET GLAZING SYSTEM AS MANUFACTURED BY ARCADIA ALUMINUM PRODUCTS OR EQUAL. CLEAR ANODIZED CLASS-1 FINISH

RECESSED GLAZING:

- GLASS PANE: 1/4" THICK VISTEON VOPSAIUX GREEN 2000R (REFLECTIVE)
- SHADING COEFFICIENT: 0.43
- FRONT GLAZED SILICONE BUTT JOINT SET IN CLEAR ANODIZED ALUMINUM FRAMES.
- HEAT STRENGTHENED SPANDREL GLASS

NOTE:

1. VISION GLASS SHALL BE TEMPERED AT LOCATIONS REQUIRED PER CODE AND PER KEY NOTE #9 THIS SHEET
2. ALL STOREFRONT CONSTRUCTION, GLASS, METAL ATTACHMENTS, JAMBS, SILLS AND LINTELS SHALL BE DESIGNED TO WITHSTAND 90 MPH MINIMUM WIND LOADS PER CBC CHAPTER 16, TABLE 16-G

GLAZING LEGEND

T = TEMPERED VISION GLASS – SEE GLAZING NOTES ABOVE

= AT HATCHED AREAS, USE 1/4" HEAT STRENGTHENED GREEN 2000R SPANDREL GLASS SET IN 4" RECESSED (U.N.O.) CONCRETE PER STRUCTURAL PLANS.

EXTERIOR COLORS

A	DUNN EDWARDS #DE6143 "ALMOND LATTE"	(FIELD)
B	DUNN EDWARDS #DE6145 "ROCKY RIDGE"	(BASE / CAP)
C	DUNN EDWARDS #DE6172 "BUNGALOW TAUPE"	(ACCENT)

NOTE:

1. WALL HEIGHTS ARE PRELIMINARY AND SUBJECT TO CHANGE PENDING THE STRUCTURAL ENGINEERS REVIEW

RKZ, INC.
9620 DOVE AVENUE SUITE 205
TUSTIN, CALIFORNIA 92780
PH: 714.730.1160 FAX: 714.730.1850
www.rkzinc.com

OWNER/DEVELOPER:
VOGEL ENGINEERS, INC.
3010 PARKED TESORO
WALNUT, CA 91789-2701
PHONE: 909 598-2917
FAX: 909 598-2917

VIP MORENO VALLEY

XXXXX & XXXXX PERRIS BOULEVARD
XXXXX & XXXXX INDIAN STREET
MORENO VALLEY CALIFORNIA 92551

VIP
VOGEL INDUSTRIAL PARK
MORENO VALLEY, CA

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1	PLANNING DEPT COPY 04-05-04
REVISIONS	
CONSTR.	
BID	
PLAN CHECK	
DRAWN	05-12-03
JOB NO.	03-25
SHEET NAME	EXTERIOR ELEVATIONS
SHEET NO.	A-4.1
OF	SHEETS

PROJECT IPA03-0004 & PA03-0012

LSA FIGURE 3.3

VIP Moreno Valley
Environmental Impact Report
Building Elevations

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SOURCE: RKZ, Inc., 2011

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- More care t aken in d esign of a chieving comf ortable conditio ns, espe cially in su mmertime. Examples of green building features include

Sustainable commercial buildings have been described to have the following building elements:

- Site which o ptimizes the building o rientation, t he natural lighting, shading, and ventilation it can capture.
- The building fabrics and materials use low embodied energy materials; use of recycled materials; and the use of high performance material.
- The building has efficient operational and maintenance costs.
- The b uilding is efficie nt with the use of energy and water mana ged t hrough a Buildin g Management System. For example, u se of photovol taic array on its roof o r faça de; rai nwater collection and storage tanks.

In recognition of the trend towards Green Building, the proposed project will pursue the Leadership in Energy an d Environme ntal De sign (L EED) Co re & Shell rating prog ram. LEED is a voluntary, consensus-based standard to support and certify successful green building design, construction, and operations. L EED pro grams evalu ate the com plete life cycle of proje cts a nd associ ated buildings through d esign, con struction, an d o perations. Th e Core & S hell rating system i s for de signers, builders, developers, and new building owners of new core and shell construction where the tenants and needs for inside the building are not known. The rating system covers the base building elements including the structure, building envelope, and HVAC system.

Projects seeking LEED co mpliance are given points for compliance with sp ecific concepts promoting green buildi ng. The points rating for a project incr eases a s the numbe r of p olicies that the proje ct complies with increases. A point scale i s applied an d proj ects are rated o n th is scale. Th e scal e is broken d own into four levels, LEED Certified, Silver, Gold, and Platinum, with Platinum being the highest attai nable certification availa ble for a given proje ct. The pro posed project will in corporate Green Building concepts and is expected to reach the LEED “Certified” rating.

3.6 PROJECT OBJECTIVES

The purpose of the proposed project is to provide a new facility specializing in warehouse distribution services. Upon development, the proposed project will achieve the following:

- Create e mployment-generating opportunities for the citi zens of Moreno Vall ey and surrounding communities;
- Encourage in dustrial devel opment a s at tractive an d prod uctive u ses while mini mizing conflicts with the surrounding existing uses;
- Encourage wareh ouse di stribution services that take advantage o f the area’ s close p roximity to various freeways and transportation corridors;
- Provide the i nfrastructure improvements required to meet project needs in an efficient and cost-effective manner;
- Encourage new development consistent with the capacity and municipal service capabilities;
- Provide a hi gh den sity, high-quality l arge-scale industrial deve lopment to provide j obs for residents at a variety of income levels;
- Facilitate the efficient and cost-effective movement of good s in a nd throu gh t he City, which, in turn, allows the City to compete economically on a domestic and international scale;

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- Provide an industrial warehouse facility that meets the substantial and unmet demands of businesses located in the City and County;
- Cluster industrial warehouse uses near efficient access points to the state highway system to reduce traffic congestion on surface streets and to reduce associated air pollutant emissions from vehicle sources;
- Implement the City's General Plan Industrial/Business Park Land Use designations that are applicable to the site;
- Accommodate new development that channels land uses in a phased, orderly manner and is coordinated with the provision of necessary infrastructure and public improvements;
- Provide new development that will assist the City in obtaining fiscal balance in the years and decades ahead; and
- Address community circulation, both vehicular and pedestrian, utilizing available capacity within the existing circulation system, and provide fair share improvements to various future-year deficient intersections or road segments.

3.7 REQUIRED PERMITS AND DISCRETIONARY ACTIONS

The following discretionary actions are anticipated to be taken by the City of Moreno Valley as part of the proposed project:

- Tentative Parcel Map approval (TPM 36162);
- Certification of Environmental Impact Report; and
- Site Plan approval.

Other non-discretionary actions anticipated to be taken by the City at the Staff level as part of the proposed project include the following:

- Approval of a Storm Water Pollution Prevention Plan (SWPPP) to accommodate site runoff during construction. Approval of a Water Quality Management Plan (WQMP) to mitigate for post-construction runoff flows.
- Issuance of a Grading permit that requires approval of a grading plan, approval of the final drainage study, approval of the Final WQMP, obtaining an NOI and WDID number, and satisfying those conditions of approval required prior to grading.
- Issuance of an Encroachment permit for any construction work done in any City-controlled right-of-way. Encroachment permit issuance requires approval of improvement plans, public improvement agreement execution with securities posted, and satisfying those conditions of approval required prior to grading.
- Issuance of a Building permit. The comprehensive building permit includes building, plumbing, mechanical, and electrical permits.

Approvals and permits required by other agencies include:

- A National Pollutant Discharge Elimination System (NPDES) permit from the Regional Water Quality Control Board (RWQCB) to ensure that downstream water quality is not worsened;
- Approval of water and sewer improvement plans by the Eastern Municipal Water District.

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- Approval from the City and Riverside County Flood Control and Water Conservation District to ensure that construction site drainage velocities are equal to or less than the pre-construction conditions.

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4.0 ENVIRONMENTAL IMPACT EVALUATION

As stated previously, there are five environmental topic areas that are analyzed in this EIR with respect to the proposed project. These topics are:

4.1 Agricultural Resources

4.2 Air Quality

4.3 Climate Change and Greenhouse Gas Emissions

4.4 Noise

4.5 Transportation and Traffic

Within each subsection described in Section 4.0, the following information is presented relative to each environmental issue described:

- Description of the existing setting as it relates to the specific environmental issue;
- A summary of policies and regulations relevant to the specific environmental issue;
- Identification of the thresholds of significance;
- Evaluation of project-specific impacts and a determination of significance based on identified threshold levels;
- Identification of mitigation measures;
- A determination of the level of significance after mitigation measures are implemented; and
- Cumulative impacts.

The following environmental analysis provided in Sections 4.1 through 4.5 focuses on changes in the existing physical environment and identifies direct and indirect and short-term and long-term significant effects associated with the proposed project. The cumulative impacts for each of the proposed project components are analyzed within the discussion of each component for each threshold.

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4.1 AGRICULTURE AND FORESTRY RESOURCES

This chapter discusses agricultural and forest resource impacts attributable to the proposed project. It describes existing agricultural resources, respective State farmland classifications for the project site, and existing forest resources. This chapter focuses on discussions involving applicable State, regional, and local policies regarding agricultural and forest resources and the conversion of farmland and forest to non-agricultural and non-forest uses. This section is based in part on the following reference documents:

- *A Guide to the Farmland Mapping and Monitoring Program*, California Department of Conservation, Division of Land Resources Protection, 2004 Edition.
- *California Land Evaluation and Site Assessment Model, Instruction Manual*, California Department of Conservation, Office of Land Conservation, 1997.
- *City of Moreno Valley General Plan*, City of Moreno Valley, July 2006.
- *City of Moreno Valley General Plan Final Environmental Impact Report*, P & D Consultants, July 2006.
- *Economic Viability of Agriculture in the East Inland Empire,* CB Richard Ellis, March 18, 2009.
- *Riverside County Land Use Conversions, 1998–2008*, California Department of Conservation, Division of Land Resources Protection.
- *Riverside County 2009 Agricultural Production Report, 2009.*
- *Soil Survey Western Riverside County Area, California*, United States Department of Agriculture, November 1971.

The California Land Evaluation and Site Assessment (LESA) Model worksheets prepared for the proposed project are included as Appendix B to this EIR.

4.1.1 Existing Setting

4.1.1.1 Agricultural Resources

As described in the City's General Plan (July 2006), land used for agricultural production is generally concentrated in the eastern portion of the City. Farmland within the City at the time of the preparation of the General Plan was most often used for grazing, citrus orchards, and potato and dryland farming.[1] However, in recent years the City and region have faced and still face urbanization and development pressures contributing to the decline of agricultural uses in the project area and region. Of the land in the City that is utilized for agricultural use, few parcels are owner- operated with the majority of the properties being leased for agricultural use. Many agricultural fields within the City have been out of production for a number of years and are dominated by disturbed ruderal (weedy) vegetation. This condition is also true of the proposed project site. Various forms of disturbance related to agricultural uses include frequent disking, pesticide application, and irrigation. The project vicinity is characterized by a mix of developed and undeveloped properties, as can be seen in previously referenced Figure 1.1. Developed properties in the vicinity include a waste transfer station and an industrial/warehouse to the north; industrial/warehouse and undeveloped property to the south; industrial/warehouses and a self storage facility to the east; and warehouses, vehicle storage, residences, and undeveloped property to the west. Active agricultural operations (alfalfa) take place on properties located to the southwest of the project site, west of Indian Street and south of Harley Knox Boulevard.

[1] *5.8 Agricultural Resources*, City of Moreno Valley General Plan Final Environmental Impact Report, July 2006.

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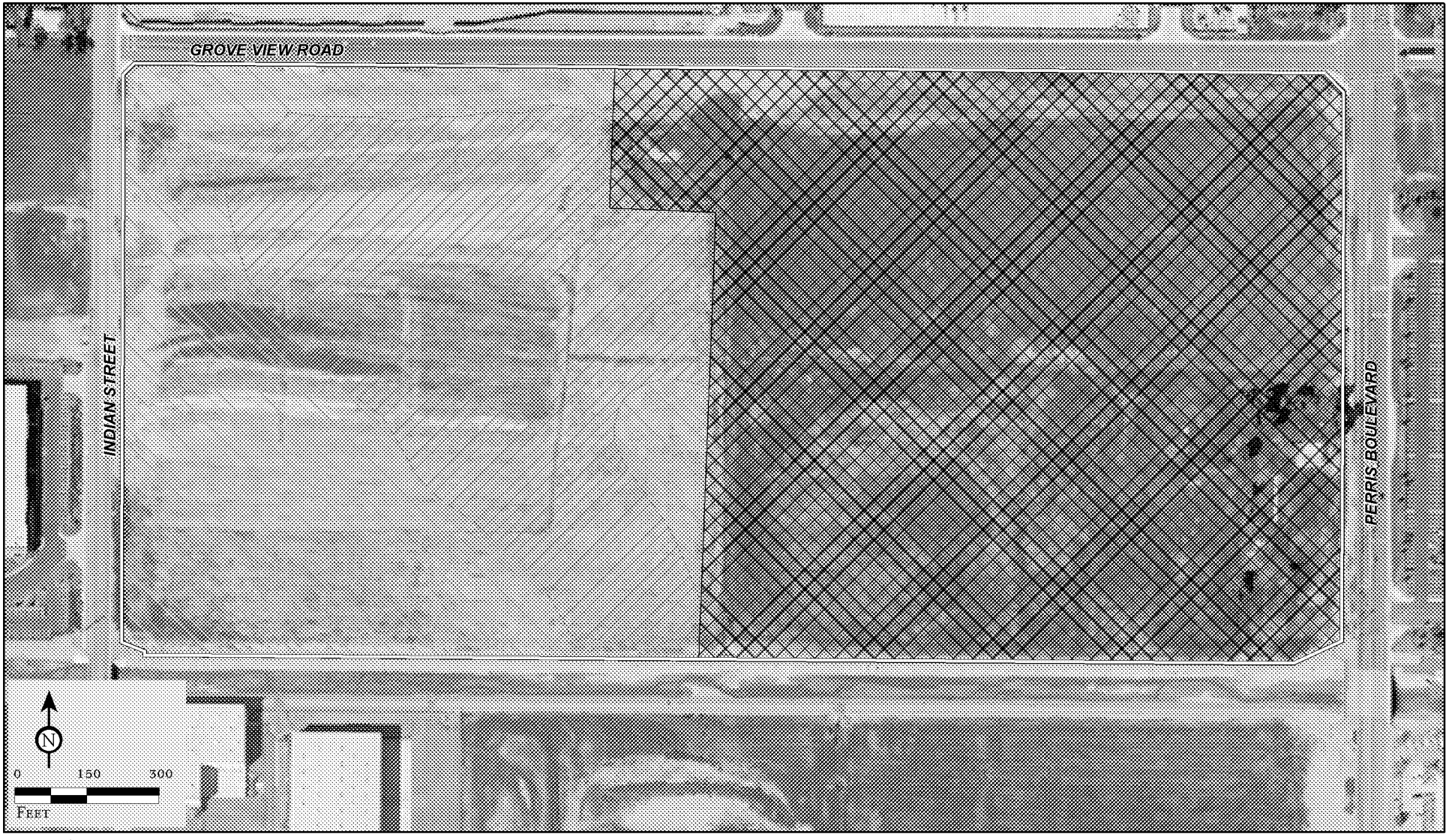

LSA

FIGURE 4.1.1

Project Boundary

State Designated Farmland

Farmland of Local Importance

Farmland of Statewide Importance

Prime Farmland

SOURCE: ESRI World Imagery: Aerials Express, 2010; Farmland Mapping and Monitoring Program, 2008.

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VIP Moreno Valley
Environmental Impact Report

State Designated Farmland

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The proposed project site has been used historically for agricultural purposes but currently lies fallow and has been fallow for a number of years. It was most recently used as a sod farm that ceased operating in August 2005 and has not been in agricultural production since that time. Within the City, approximately 1,639 acres are designated as Prime Farmland.[1] As illustrated in Figure 4.1.1, the project site is identified as Prime Farmland, Farmland of Statewide Importance, and Farmland of Local Importance. Approximately 16.89 acres (23%) of the project site is designated as Prime Farmland,[2] 16.23 acres (23%), is designated Farmland of Statewide Importance, and 38.69 acres (54%) is designed Farmland of Local Importance.

4.1.1.2 Forestry Resources

Based on data from the Fire and Resource Assessment Program, Riverside County does not have land set aside for timber production.[3] In addition, no land is currently identified as suitable for timber sale production in Southern California. Therefore, there are currently no areas within the City designated for timber production. Harvesting of trees may occur to meet wildlife, fuel, watershed, or other needs.[4]

4.1.1.3 General Plan and Zoning Designations

The City of Moreno Valley's General Plan policies support agriculture as an interim use. No land in the City is dedicated for agricultural use. The site and surrounding area is designated Business Park/Light Industrial to the north, east and west in the City and Light Industrial and Community Commercial south of the Lateral B channel in Perris. Similarly, zoning for the site and surrounding area in the City is governed by Specific Plan (SP) 208. SP 208, the Moreno Valley Industrial Area Plan, was originally adopted in 1989, amended in 2001 and 2002, and encompasses approximately 1,540 acres in the southwest portion of the City covering an L-shaped area. SP 208 functions as the zoning for the applicable planning area, defining permitted uses and establishing design guidelines. The proposed project site, as well as the surrounding areas, is planned for industrial development per SP 208. The SP also permits supporting commercial land uses at key intersections in its planning area, including the intersection of Perris Boulevard and Grove View Road. Zoning for the area to the south across the Lateral B channel in Perris is Light Industrial and Community Commercial.

4.1.2 Existing Policies and Regulations

The preservation of agricultural activities and soils has been an explicit goal of the United States Department of Agriculture (USDA) and California Department of Conservation (CDC). Agricultural soils are limited non-renewable resources that are usually confined to particular locations; however, not all agricultural activities occur on soils suitable for agriculture and not all soils highly suited for farming are used for crop production. Generally, policies implemented to preserve agriculture are aimed at either protection of agricultural areas or the protection of the soils most suitable for agricultural production.

4.1.2.1 Federal Regulations

Federal regulations, such as the Forest and Rangeland Renewable Resources Planning Act of 1974 (RPA) and National Forest Management Act of 1976 (NFMA), authorize long-range planning by the

1 *5.8 Agricultural Resources*, City of Moreno Valley General Plan Final Environmental Impact Report, July 2006.
2 Important Farmland Map Riverside County, Farmland Mapping and Monitoring Program, 2004.
3 *Table 7 Timberland Production Zone (TPZ) acreage by Site Class in California as of 2000–2001*, Timberland Site Class on Private Lands Zoned for Timber Production, Fire and Resource Assessment Program, Department of Forestry and Fire Protection, http://frap.cdf.ca.gov/publications/Timberland_Site_Class_on_Private_Lands_Zoned_for_Timber_Production.pdf.
4 *Vegetation Management Standards, Land Management Plan Part 3 Design Criteria for the Southern California National Forests, Angeles National Forest, Cleveland National Forest, Los Padres National Forest, San Bernardino National Forest*, United States Department of Agriculture Forest Service, September 2005.

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United States Forest Service (USFS) to ensure the future supply of forest resources, as well as to provide for the management of renewable resources on national forest lands.

4.1.2.2 State Regulations

State Designated Farmland. The California Government Code (Section 65570) requires the collection and reporting of agricultural land use acreage and conversion by June 30 of each even-numbered year. Utilizing data from the USDA Natural Resource Conservation Service (NRCS) soil survey and current land use information, the CDC and the Farmland Mapping and Monitoring Program (FMMP)[1] compile important farmland maps for each county within the State. Farmland maps and statistics are produced biannually using a process that integrates aerial photo interpretation, field mapping, and a computerized mapping system. These maps delineate land use in eight mapping categories (and one overlay category) and represent an inventory of agricultural soil resources within each county. The categories of land delineated on these maps include:

- **Prime Farmland:** Land that has the best combination of physical and chemical characteristics for the production of crops. It has the soil quality, growing season, and moisture to produce sustained high yields of crops when treated and managed, including water management, according to current farming methods.
- **Farmland of Statewide Importance:** Land that is similar to Prime Farmland but with minor shortcomings, such as greater slopes or less ability to hold and store moisture.
- **Unique Farmland:** Land of lesser-quality soils used to produce specific high economic value crops. It has the special combination of soil quality, location, growing season, and moisture supply needed to produce sustained high quality or high yields of a specific crop when treated and managed according to current farming methods. It is usually irrigated, but may include non-irrigated orchards or vineyards as found in some climatic zones in California. Examples of Unique Farmland crops include oranges, olives, avocados, rice, grape, and cut flowers.
- **Farmland of Local Importance:** Land of importance to the local agricultural economy, as determined by each county's board of supervisors and local advisory committees, e.g., dairies, dry land farming, aquaculture, and uncultivated areas with soils qualifying for Prime Farmland and Farmland of Statewide Importance. Farmland of Local Importance in Riverside County is defined[2] as:
    - Lands with soils that would be classified as Prime and Statewide Farmland but lack available irrigation water.
    - Lands planted with dryland crops of barley, oats, and wheat.
    - Lands producing major crops for Riverside County but that are not listed as Unique crops. These crops are identified as returning one million or more dollars on the 1980 Riverside County Agriculture Crop Report. Crops identified are permanent pasture (irrigated), summer squash, okra, eggplant, radishes, and watermelons.
    - Dairylands, including corrals, pasture, milking facilities, and hay and manure storage areas if accompanied with permanent pasture or hayland of 10 acres or more.
    - Lands identified by city or county ordinance as Agricultural Zones or Contracts, which includes Riverside City "Proposition R" lands.
    - Lands planted to jojoba, which are under cultivation and are of producing age.

[1] A Guide to the Farmland Mapping and Monitoring Program, California Department of Conservation, Division of Land Resources Protection, 2004 Edition.

[2] *Farmland of Local Importance, Local Definitions,* http://www.conservation.ca.gov/dlrp/fmmp/Documents/Local_definitions_00.pdf, website accessed February 16, 2011.

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- **Grazing Land:** Land on which the existing vegetation, whether grown naturally or through management, is suitable for grazing or browsing of livestock.
- **Urban and Built-Up Land:** Land used for residential, industrial, commercial, construction, institutional, public administrative purposes such as railroad yards, cemeteries, airports, golf courses, sanitary landfills, sewage treatment plants, water control structures, and other development purposes. Highways, railroads, and other transportation facilities also are included in this category.
- **Other Land:** Land not included in any of the other mapping categories. Common examples include low-density rural developments, brush, timber, wetland, and riparian areas not suitable for livestock grazing, confined livestock, poultry or aquaculture facilities, strip mines, borrow pits, and water bodies smaller than 40 acres.
- **Water:** Water areas with an extent of at least 40 acres.
- **Land Committed to Nonagricultural Use:** This optional designation is an overlay to the standard farmland categories and represents existing farmland and grazing land and vacant areas that have a permanent commitment for development. Examples of Land Committed to Nonagricultural Use would include an area undergoing permanent infrastructure installation or for which bonds or assessments have been issued for public utilities. Such lands represent planning areas where there are commitments for future nonagricultural developments that are not reversible by a simple majority vote by a city council or board of supervisors.

California Land Conservation Act (Williamson Act). The California Land Conservation Act of 1965, also referred to as the Williamson Act, is a non-mandated State program administered by counties and cities for the preservation of agricultural land. This program enables local governments to enter into contracts with private landowners to restrict specific parcels of land to agricultural or related open space use.

Participation in the program is voluntary on the part of both landowners and local governments. Participation is implemented through the establishment of Agricultural Preserves and the execution of Williamson Act contracts. Individual property owners enter into a contract that restricts or prohibits development of their properties to non-agricultural uses during the term of the contract in return for lower property taxes. Initially signed for a minimum ten-year period, the contracts are automatically renewed each year for a successive minimum ten-year period unless a notice of non-renewal is filed, or a contract cancellation is approved by the local government. In the City of Moreno Valley, currently there is no land currently under a Williamson Act contract.[1]

State regulations, such as the Forest Taxation Reform Act of 1976 and the Z'berg-Nejedly Forest Practice Act of 1973–California Forest Practice Act, provide for the preservation of forest lands from encroachment by other incompatible land uses and provide for oversight of the management of forest practices and forest resources in California. As no forest or timber resources are located within the project site, no further discussion of these State regulations is warranted.

4.1.2.3 Local Policies

The City of Moreno Valley General Plan recognizes the high demand for land and housing and development in the region and that many of the current agricultural operations in the City are "interim uses" or uses that will ultimately be converted to urban uses. The following objective pertains to agriculture and is applicable to the proposed project.

[1] *5.8 Agricultural Resources*, City of Moreno Valley General Plan Final Environmental Impact Report, July 2006.

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Parks, Recreation, and Open Space Element

Objective 4.1 Retain agricultural open space as long as agricultural activities can be economically conducted, and are desired by agricultural interests (with some agriculture retained in long-term use), and provide for an orderly transition of agricultural lands to other urban and rural uses.

To support this objective, the City identifies policies to encourage grazing and crop production as a compatible part of a rural residential atmosphere. Additionally, where practical, the City plans to incorporate existing groves into the design of future development projects. These groves can help retain the agricultural character of the area as well as provide a buffer between different land uses.[1]

4.1.3 Methodology

Important Farmland maps for Riverside County and the City were reviewed to determine whether the proposed project site contains or consists of Prime, Unique, or Statewide Important farmland. Second, the analysis evaluates the current General Plan land use designations and zoning applicable to the site to determine the existence of any conflicts between the proposed project and any potential existing agricultural general plan and zoning designations applicable to the site.

To quantify a development project's potential impacts on agricultural resources, the CDC has developed the California Agriculture LESA Model, a method of rating the relative quality of land resources and potential impacts to agricultural resources. The LESA Model is intended to provide lead agencies with a methodology to identify potentially significant impacts that may result from agricultural land conversions.

The LESA Model uses six different factors (two based on soil resource quality and four based on on-site and adjacent land characteristics) to develop a weighted score that identifies the significance of potential impacts to agricultural resources. The Land Evaluation (LE) scoring utilizes two soil factors. The Land Capability Classification (LCC) indicates the suitability of soils for most kinds of crops, and the risk of damage when they are used in agriculture, while the Storie Index provides a numeric rating (0–100) of the relative degree of suitability or value of a given soil for intensive agriculture. The Site Assessment (SA) scoring considers the size of the site to be converted, water supply restrictions in drought and non-drought years, and the presence (or absence) of adjacent agricultural, habitat, or parkland uses.

By assessing and weighing a variety of soil, water, and land use characteristics, it is possible that the conversion of a large parcel containing poor soils and with limited access to water would not result in a significant impact, while the conversion of a much smaller well-watered parcel with quality soils could be considered significant. To ensure potential impacts to adjacent agricultural activities are appropriately considered, the LESA model requires an examination of land use on all parcels within a Zone of Influence (ZOI) that extends a minimum 0.25 mile from the boundary of the site. For any site evaluated using the LESA model, the factors are rated, weighed, and combined, resulting in a single numeric score that becomes the basis for determining a project's potential significance.[2]

This EIR utilizes the LESA model as one of the analytical tools by which to assess the proposed project's impacts on agricultural conversion. Appendix G of the CEQA Guidelines states as follows:

> "In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland."

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1 *City of Moreno Valley General Plan*, City of Moreno Valley, July 2006.
2 California Land Evaluation and Site Assessment Model, Instruction Manual, State of California Department of Conservation, Office of Land Conservation, 1997.

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Further, as stated above, the LESA model was specifically created by the CDC in order to provide "specific guidance concerning how agencies should address farmland conversion impacts."[1] Because of its use of localized inputs as part of the model, the LESA model is generally considered the preferred methodological tool by which to assess the significance of a proposed project's impacts related to agricultural resources.

4.1.4 Thresholds of Significance

Appendix G of the State CEQA Guidelines recognizes the following significance thresholds related to agricultural resources. Based on these significance thresholds, potential impacts to agricultural resources could be considered significant if the proposed project:

- Conflicts with existing zoning for agricultural use, or a Williamson Act contract;
- Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220[g]), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104[g])?
- Result in the loss of forest land or conversion of forest land to non-forest use?
- Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?
- Converted Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use; and/or

4.1.5 No Impact/Less than Significant Impacts

The following potential impacts were determined to be less than significant. In each of the following issues, either no impact would occur (therefore, no mitigation would be required) or adherence to established regulations, standards, and policies would reduce potential impacts to a less than significant level.

4.1.5.1 Conflict with existing zoning or a Williamson Act Contract

Threshold	Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?

The California Land Conservation Act of 1965, commonly referred to as the Williamson Act, enables local government to enter into contracts with private landowners for the purpose of restricting specific parcels of land to agriculture or related open space uses. In return, landowners receive property tax assessments much lower than normal because they are based upon farming and open space uses as opposed to full market value. The purpose of the Williamson Act is to encourage property owners to continue to farm their land and to prevent the premature conversion of farmland to urban uses. The project site is not located within a Williamson Act contract area;[2] therefore, no impact would result from implementation of the project.

It should be noted that the Moreno Valley General Plan policies and zoning designations support agriculture only as an interim use, and no land in the City is designated solely for agricultural use or for agricultural preservation. The uses proposed for the project site are consistent with the existing

[1] California Agricultural Land Evaluation and Site Assessment Model, Instruction Manual, 1987, p. 3.
[2] Williamson Act Geographic Information Systems data, Riverside County, 2006.

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underlying General Plan and Zoning designations. The project site is not zoned for agricultural uses. No impact would occur and no mitigation is required.

4.1.5.2 Conflict with/Loss of Existing Forest Land or Timberland Zoning

Threshold	Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))? Would the project result in the loss of forest land or conversion of forest land to non-forest uses?

The project site is currently vacant and fallow although it was previously utilized for sod farming up until August 2005. As previously identified, no forest or timberland resources are located within the project site nor is the project site zoned for forest land or timberland. Implementation of the proposed project would not require any rezoning or General Plan Amendments as the proposed uses are consistent with the existing underlying General Plan land use designation and zoning designation. The proposed project would not conflict with existing forest zoning, cause rezoning of forest land, or result in the loss or conversion of forest lands to non-forest uses as no such resources exist in the City. No impacts associated with this issue would occur and no mitigation is required.

4.1.6 Significant Impacts

4.1.6.1 Conversion of State Designated Farmland

Threshold	Would the proposed project result in the conversion of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program (FMMP) of the California Resources Agency, to non-agricultural use?

As discussed above, the CDC, as part of the FMMP process, publishes a Farmland Conversion Report every two years. This report documents land use conversion by acreage for each county in the State. The amount of Prime Farmland inventoried in Riverside County during the last countywide survey of farmland (2008) totaled 122,936 acres. The amount of Farmland of Statewide Importance totaled 44,651 acres. The amount of Farmland of Local Importance totaled 229,157 acres. The most recent data are for the 2006–2008 survey period, during which Riverside County experienced a net loss of 5,569 acres of Prime Farmland, 2,265 acres of Farmland of Statewide Importance, and 2,050 acres of Farmland of Local Importance.[1]

As previously stated, approximately 16.89 acres of the proposed project site are designated as Prime Farmland, 16.23 acres are designated as Farmland of Statewide Importance, and 38.69 acres are designated as Farmland of Local Importance. The conversion of the 16.89 acres of on-site Prime Farmland would be equivalent to 0.03 percent of the total loss of Prime Farmland in the County during this period. Similarly, the conversion of the 16.23 acres of on-site Farmland of Statewide Importance would be equivalent to 0.07 percent of the total loss of Farmland of Statewide Importance in the County during this period. The conversion of the 38.69 acres of on-site Farmland of Local Importance would be equivalent to 1.89 percent of the total loss of Farmland of Local Importance in the County during this period. Because Prime Farmland, Farmland of Statewide Importance, and Farmland of Local Importance are considered to be a finite resource, its conversion to a non-agricultural use is a significant impact.

[1] Table A-25 Riverside County 2006–2008 Land use Conversion, Farmland Mapping and Monitoring Program, California Department of Conservation Division of Land Resource Protection, http://redirect.conservation.ca.gov/dlrp/fmmp/pubs/2006-2008/conversion_tables/rivcon08.xls; website accessed August 17, 2011.

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Demographic increases, coupled with the availability of developable land and the rising cost of water, increasingly exert pressure on the owners/operators of agricultural operations to sell and/or convert agricultural lands to non-agricultural uses. The CDC has identified potential "conservation tools" available to mitigate for the loss of agricultural land. These include the purchase of agricultural conservation easements; transfer of development rights; acquisition of farmland by the city or county; mitigation banking; the establishment of "urban limits," greenbelts, and buffers; the payment of in-lieu fees sufficient to a purchase and maintain farmland conservation easements; and planning tools such as clustering development, use of density bonuses, and limiting "leapfrog" development.[1]

Various techniques and programs have been utilized in selected areas of the State to mitigate for the loss of State-designated Farmland and/or to ensure the continued economic viability of agricultural operations. The City of Davis requires the granting of a farmland conservation easement or other conservation mechanism for twice the amount of agricultural land being converted to a non-agricultural uses; or the payment of in-lieu fees based upon a two-to-one mitigation requirement.[2] In its "Agricultural Lands Conversion Ordinance," Yolo County requires a one-to-one replacement of converted agricultural lands, either through the granting of a conservation easement, or payment of in-lieu fees. Generally, mitigation lands are required to have similar soil quality, water supply adequacy, and should be in relative proximity to the lands being converted.[3]

The CDC's California Farmland Conservancy Program (CFCP) seeks to encourage the long-term, private stewardship of agricultural lands through the voluntary use of agricultural conservation easements. Implementation of conservation easements is typically achieved either through (1) the outright purchase of easements or (2) the donation of mitigation fees to a local, regional, or statewide organization whose purpose includes the acquisition and stewardship of conservation easements. Additional agricultural conservation easements have been funded by various entities without the use of CFCP funds. While the amount of CFCP grants varies depending on location, farmland type, and size, CFCP grants to conservancy agencies made to offset the cost of purchasing agricultural conservation easements has averaged approximately $3,000 per acre statewide.[4]

The City does not maintain a program for mitigating impacts resulting from the conversion of farmland. Because State-designated Farmland is a finite resource, the loss of 16.89 acres of on-site Prime Farmland, 16.23 acres of Farmland of Statewide Importance, and 38.69 acres of Farmland of Local Importance is significant. While the proposed project would result in the conversion of State-designated Farmland, development of this site and the surrounding area is consistent with the long-term vision of the City as outlined SP 208 and in the General Plan. While the Moreno Valley General Plan policies support agriculture as an interim use, no land in the City is designated for agricultural preservation.

The City of Moreno Valley General Plan EIR discusses impacts related to agriculture in the City as well as potential mitigation. Potential mitigation measures exist that would reduce the impact related to the loss of agricultural resources within the City. These potential mitigation measures include:

- Enrolling productive agricultural land, not presently under contract, under a Williamson Act Contract;
- Providing protection to ongoing agricultural operations from complaints and nuisance complaints from adjacent new development;
- Protecting productive agricultural land subject to conversion through the purchase of or transfer of its development rights;

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1 Discussion Paper, Agricultural Land Conservation Tools, California Department of Conservation.
2 Chapter 40 (Right to Farm and Farmland Preservation), City of Davis Municipal Code.
3 Yolo County General Plan Agricultural Element, November 2002.
4 http://www.consrv.ca.gov/dlrp/cfcp/stories/easement_projects.htm, site accessed August 17, 2011.

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- Purchasing conservation easements on existing agricultural land to ensure that the land is never converted to urban uses; and
- Donating funds to a regional or statewide program that promotes and implements the use of agricultural land conservation easements.[1]

Mitigation measures must be feasible and fully enforceable through permit conditions, agreements, or other legally binding considerations. To be feasible, mitigation must be capable of being accomplished in a successful manner within a reasonable period of time, taking into account the economic, environmental, legal, social, and technological factors.[2]

While the City of Moreno Valley General Plan EIR identifies potential mitigation measures for impacts to agricultural resources, such mitigation measures have deemed infeasible. No mechanism for the mitigation of impacts to State-designated Farmland and/or existing agricultural operations has been enacted by either the City of Moreno Valley or the County of Riverside. Rather, the City has specifically recognized that the conversion of agricultural land under its jurisdiction is an eventual and expected outcome of current and future growth. The current General Plan does not include any agricultural designations. The City allows agricultural uses in all land use designations as an interim use until such time as the land is developed per the vision identified in the General Plan. One of the goals stated in the City's recent General Plan is the "…orderly conversion of agricultural lands." The proposed project is a continued extension of development in the surrounding area (industrial/business park). The proposed project does not interfere with the ability of other adjacent properties to be used for agricultural production should the property owner wish to do so, nor does it create any gaps of vacant or agricultural land between the proposed project and the existing adjacent development. However, the project would permanently remove State-designated Farmland, and thus is considered a significant impact on agricultural resources.

Based on input from the Riverside County Farm Bureau, the major reason why farming appears to be no longer profitable in the Moreno Valley area is due to the high cost of water, which represents over a third (38%) of the estimated cost for farming. As property values and water costs (at domestic rates) increase due to suburbanization, no crop that can be grown in this area would yield enough revenue to make farming profitable. Dry farming continues to be economical in this area only because there are no costs for water or installing/maintaining irrigation equipment. However, most of the local farming has been and is continuing to move out to the Coachella Valley as it is the only way to continue making a profit. Additionally, as documented in the *Economic Viability of Agriculture in the East Inland Empire,*[3] which examines the economic and market trends affecting agriculture operations throughout California, the following factors demonstrate the infeasibility of agricultural production in the Eastern Inland Empire:

- Urbanization in the Inland Empire, resulting in dramatically increasing land prices;
- Higher water and labor costs;
- Environmental regulation (e.g., insects, odors, groundwater contamination, and solid waste removal); and
- Competition from Kern County and the Central Valley with lower land costs and reduced regulations

As summarized in the *Economic Viability of Agriculture in the East Inland Empire,* due to competing land uses, land prices have increased dramatically in the area in excess of $250,000 per acre. It has become more profitable for farmers to sell their land for a premium and relocate to a different area. The adoption of various General Plans in the Inland Empire emphasizing significant residential and commercial development has also encouraged the farmers to sell their land and relocate.

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1 Moreno Valley General Plan Final Program EIR, July 2006.
2 CEQA Guidelines, Sections 15126.4 and 15364.
3 *Viability of Agriculture in the East Inland Empire*, CB Richard Ellis, March 18, 2009.

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The proximity of agriculture and urban development in the Inland Empire region bring with it many conflicts. There is an increase in the land use incompatibility with nuisance complaints from the urban neighbors regarding flies, farm odors, early morning noise, and also water and air pollution. The farmers also face pressures due to increased water and land-use restrictions.

Central Valley farmers also face few development pressures as compared to the Inland Empire and they benefit from a diverse farm economy. For example, the farmers use dairy waste to fertilize their own crops or of their neighbors. They also use agricultural waste from neighboring farms as feed. This reduces their waste disposal and feed costs.

With historic growth in commercial/industrial/residential demand throughout southern California over the past 50 years, there has been a consistent growth in residential and commercial/industrial development activity on former agricultural lands throughout Orange County, Los Angeles County and more recently into Riverside and San Bernardino Counties. Since 1990, the Inland Empire has seen population growth of over 1.5 million people, and it is projected to add another 75,000 people each year over the coming decade. In the City of Moreno Valley, there have been over 14,000 new housing units built since 2000.[1]

Industrial development in the Inland Empire region has seen similar growth with inventory increasing by 60 percent, or 92 million square feet since 2000. As a result of these trends, average land prices in the Inland Empire have increased to over $250,000 per acre, which compares to Kern County land values of less than $50,000 per acre.

Mitigation Measures. The potential mitigation measures identified by the City listed previously are not considered to be feasible by the City of Moreno Valley. Williamson Act contracts are entered into voluntarily by property owners and the City cannot force owners to participate in this program. The City does have the ability to encourage property owners to participate in Williamson Act programs; however, this is expected to result only in temporary preservation of agricultural land since property owners have the option of non-renewal of these contracts at any time after the ten-year contract period ends. The land would then be available to be developed with urban uses.

Providing protection for ongoing agricultural activities from new developments, such as requiring buffers between agricultural operation and new development or requiring the notification and disclosure of agricultural activities to the purchasers adjacent properties will not permanently protect agricultural land.

The purchase or transfer of development rights, purchase of conservation easements, or donation of funds to assist in the conservation of agricultural land would need to be implemented to ensure the preservation of agricultural land. As stated previously, the City anticipates the conversion of agricultural land within the City and does not set aside land for permanent preservation. The City expects that the majority of the land within the City will be converted to urban uses, although some agriculture will continue as interim uses, as allowed by the City's Development Code for all zoning categories. Moreno Valley has determined that these measures are economically infeasible based on the higher costs associated with land, water and labor, increased environmental regulation, and competition from neighboring regions where agricultural operations are less costly; thus, resulting in an inability to make farming profitable. Furthermore, these measures are contrary to the City's vision (as stated in its General Plan) for the project site; therefore, they are not feasible and alternative mitigation has not been identified.

[1] *State of California, Department of Finance, E-5 Population and Housing Estimates for Cities, Counties and the State, 2001-2010, with 2000 Benchmark. Sacramento, California, May 2010.*

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Level of Impact after Mitigation. Since the mitigation measures discussed are not consistent with the objectives of the Moreno Valley General Plan and are not economically feasible, no mitigation measures are proposed and impacts related to this issue remain significant and unavoidable.

4.1.6.2 Conversion of Farmland to a Non-Agricultural Use

Threshold	Would the proposed project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?

The proposed project would result in the development of industrial uses on land that has historically been utilized for sod production; however, no active agricultural operation has occurred on the site since August of 2005. Approximately 16.89 acres of the proposed project site are designated as Prime Farmland, 16.23 acres are designated as Farmland of Statewide Importance, and 36.69 acres are designated as Farmland of Local Importance. The conversion of the project site to a non-agricultural use is a result of various economic and demographic factors. As previously noted, increased cost for water and a continuing demand for housing and other development in the City and region are the primary reasons for this agricultural land conversion.

To further evaluate the proposed project's impacts on agricultural resources, an analysis was completed utilizing the DOC's LESA Model. The LESA model is one of the analytical tools by which to assess the proposed project's impacts on agricultural conversion. Appendix G of the CEQA Guidelines states: "In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland." Further, as stated above, the LESA model was specifically created by the CDC in order to provide "specific guidance concerning how agencies should address farmland conversion impacts." Because of its use of localized input as part of the model, the LESA model is generally considered the preferred methodological tool by which to assess the significance of a proposed project's impacts on agricultural resources.

The LESA model is a method to rate the relative quality of land resources and potential impacts to agricultural resources using six different factors (two based on soil resource quality, and four based on on-site and adjacent resources) to develop a weighted score used to identify the significance of potential impacts to agricultural resources. For a given project, the factors are rated, weighted, and combined, resulting in a single numeric score, which becomes the basis for making a determination of a project's potential significance.[1] The resulting LESA score for the project site is provided in Table 4.1.A while the scoring threshold is provided in Table 4.1.B.

Table 4.1.A: Land Evaluation and Site Assessment Model Score

Factor Name	Factor Rating (0–100 Points)	×	Factor Weighting (Total = 1.00)	=	Weighted Factor Rating
Land Evaluation					
1. Land Capabilities	83.6	×	0.25	=	20.90
2. Storie Index Rating	71.93	×	0.25	=	17.98
Land Evaluation (LE) Subscore					**38.88**
Site Assessment					
1. Project Size	80	×	0.15	=	12.00
2. Water Resources Available	90	×	0.15	=	13.50

[1] *California Land Evaluation and Site Assessment Model, Instruction Manual*, State of California Department of Conservation, Office of Land Conservation, 1997.

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Table 4.1.A: Land Evaluation and Site Assessment Model Score

Factor Name	Factor Rating (0–100 Points)	×	Factor Weighting (Total = 1.00)	=	Weighted Factor Rating
3. Surrounding Agriculture	0	×	0.15	=	0
4. Protected Resource Lands	0	×	0.15	=	0
Site Assessment (SA) Subscore					**25.50**
TOTAL LESA SCORE (LE+SA)					**64.38**

Table 4.1.B: LESA Model Scoring Threshold

Total LESA Score	Scoring Decision
0–39 Points	Not Considered Significant
40–59 Points	Considered Significant only if LE and SA subscores are each greater than or equal to 20 points
60–79 Points	Considered Significant unless either LE or SA subscore is less than 20 points
80–100 Points	Considered Significant

As identified in Table 4.1.A, the proposed project's LESA score is 64.38. As indicated in Table 4.1.B, a LESA score of 64.38 is considered significant. Therefore, the proposed project would result in a significant impact to agricultural resources.

Currently, property southwest of the project site (south of Lateral B or the Perris Valley Storm Drain and west of Indian Street) is utilized for agriculture. While the proposed project will result in the construction and operation of industrial uses, it would not preclude the continuation of agricultural uses on adjacent properties, in the event the property owners elected to do so. Whether or not adjacent agricultural land is developed relies on several factors including market demand, availability of property, profitability of the agricultural use, and the landowner's interest in continuing farming. While the operation of industrial uses would increase development pressure on adjacent agricultural properties, conversion of the adjacent agricultural properties is reasonably foreseeable.

The project does not include design features that would prevent the existing agricultural operations in the area from continuing. The project would convert land that was previously used for agriculture and the development of the proposed project may contribute to the conversion of adjacent lands. However, the project is a logical extension of development in the City and does not create leapfrog development or islands of agricultural land that would be difficult to farm. The City recognizes development pressures within the City, and that these pressures will increase as the City continues to build out.

Additionally, while the project would not directly cause the conversion of adjacent agricultural land to non-agricultural uses, it would contribute to development pressure within the City that could potentially lead to the conversion of agricultural land off site. This is a significant impact requiring mitigation. However, as stated in Section 4.1.6.1, no feasible mitigation for the loss of agricultural land within the City of Moreno Valley exists; infeasibility is based on the higher costs associated with land, water and labor, increased environmental regulation, and competition from neighboring regions where agricultural operations are less costly thus resulting an inability to make farming profitable.

As with impacts associated with the conversion of State-designated Farmland, no feasible mitigation is available to mitigate for the direct impacts associated with the conversion of farmland, as previously discussed in Section 4.1.6.1. While the City has identified that the conversion of agricultural land under its jurisdiction is an eventual outcome of current and future growth, the impacts associated with this issue remain significant and unavoidable.

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4.1.7 Cumulative Impacts

The cumulative area for agricultural resource impacts is Riverside County. As with the project-related impacts to Prime Farmland and Farmland of Statewide Importance, no local or regional program to mitigate for the cumulative impacts to agricultural resources is available. As stated previously, the City does not maintain a General Plan or zoning designation for agricultural uses and there are no project-level feasible mitigation measures that would help reduce cumulative impacts. During the last reporting period (2006–2008), 6,540 acres of Prime Farmland, 2,366 acres of Farmland of Statewide Importance, and 8,873 acres of Farmland of Local Importance were converted to other uses. The cumulative effect of development in the region will continue to result in the conversion of agricultural lands to non-agricultural uses. Because agricultural land, including Prime Farmland, Farmland of Statewide Importance, and Farmland of Local Importance is a finite resource, the conversion of approximately 71 acres to industrial uses, combined with planned and future development in the City and region, represents a significant cumulative impact to agricultural operations and resources.

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4.2 AIR QUALITY

This section analyzes the proposed project's potential air quality impacts based on the comprehensive *Air Quality Analysis* contained in Appendix D-1 (LSA Associates, Inc. December 2011) and the *Health Risk Assessment* (LSA Associates, Inc. December 2011) contained in Appendix D-2 to this EIR. The air quality analysis evaluates potential air quality impacts and mitigation measures by examining the short-term construction and long-term operational impacts associated with the project and by evaluating the effectiveness of mitigation measures incorporated as part of the project design. Additionally, the analysis provides a discussion of the proposed project, the physical setting of the project area, and the air quality regulatory framework. Modeled air quality levels are based upon vehicle data and project trip generation included in the project's Traffic Study (LSA Associates, Inc. November 2011, Appendix G of EIR) and peak turn volumes generated for the proposed project combined with emission factors from the California Air Resources Board (ARB). The evaluation was prepared in accordance with appropriate standards, utilizing procedures and methodologies in the South Coast Air Quality Management District (SCAQMD) *CEQA Air Quality Handbook* (SCAQMD 1993). Air quality data posted by the ARB and the U.S. Environmental Protection Agency (EPA) Web sites are included to document the local air quality environment.

4.2.1 Existing Setting

The project site is located in the South Coast Air Basin (Basin), a geographic area that encompasses the coastal plain and connecting broad inland valleys and low hills. The Pacific Ocean forms the southwestern border of the Basin, with mountain ranges forming the remainder of the border. The Basin includes Orange County and the non-desert portions of Los Angeles County, Riverside County, and San Bernardino County. The Basin is under the jurisdiction of the SCAQMD.

4.2.1.1 Climate and Meteorology

Air quality in the project area is not only affected by various emission sources (mobile, industry, etc.), but also by atmospheric conditions such as wind speed, wind direction, temperature, rainfall, and amount of sunshine. The combination of topography, low mixing height, abundant sunshine, and emissions from the second largest urban area in the United States combine to give the Basin the worst air pollution problem in the nation.

Winds in the Basin are predominantly of relatively low velocities, averaging about 4.0 miles per hour (mph). These low average wind speeds, together with a persistent temperature inversion, limit the vertical dispersion of air pollutants throughout the Basin. Strong, dry, north or northeasterly winds, known as Santa Ana winds, occur during the fall and winter months, dispersing air contaminants, and these conditions tend to last for several days at a time.

During periods of low inversions and low wind speeds, air pollutants generated in urbanized areas are transported predominantly onshore into Riverside and San Bernardino Counties. In the winter, the greatest pollution problems are carbon monoxide (CO) and oxides of nitrogen (NO_X), because of extremely low inversions and air stagnation during the night and early morning hours. In the summer, the longer daylight hours and the brighter sunshine combine to cause a reaction between hydrocarbons and NO_X to form photochemical smog.

4.2.1.2 Regional Air Quality

Both the State of California and the Federal government have established health-based ambient air quality standards (AAQS) for six air pollutants:

- Carbon monoxide (CO)
- Ozone (O_3)

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- Lead (Pb)
- Nitrogen dioxide (NO_2)
- Particulate matter with a diameter of 10 microns or less (PM_{10})
- Sulfur dioxide (SO_2)

Federal standards for 8-hour ozone and for fine particulate matter less than 2.5 microns in diameter ($PM_{2.5}$) have also been adopted. In addition, the State has set standards for sulfates, hydrogen sulfide, vinyl chloride, and visibility-reducing particles. These standards are designed to protect the health and welfare of the populace with a reasonable margin of safety and are listed in Table 4.2.A.

In addition to setting out AAQS, the State has established a set of episode criteria for O_3, CO, NO_2, SO_2, and PM_{10}. These episode criteria refer to periods of short-term exposure to air pollutants that threaten public health. Health effects are progressively more severe as pollutant levels increase from Stage One to Stage Three. An alert level is that concentration of pollutants at which initial stage control actions are to begin. An alert will be declared when any one of the pollutant alert levels is reached at any monitoring site and meteorological conditions are such that the pollutant concentrations can be expected to remain at these levels for 12 or more hours or to increase; or, in the case of oxidants, the situation is likely to recur within the next 24 hours unless control actions are taken. At times, meteorological conditions are so adverse to pollutant dispersion that concentrations of ozone exceed the State air quality standard by as much as a factor of three. The California Air Resources Board (CARB) has defined Episode Levels of ozone air pollution as follows:

- **Health Advisory Levels** occur when hourly ozone concentrations equal or exceed 0.15 parts per million (ppm). At this level, residents are advised to avoid prolonged, vigorous outdoor exercise, and persons with respiratory or coronary disease should avoid exercise.
- **Stage 1 Episodes** occur when hourly ozone concentrations equal or exceed 0.20 ppm. At these times, persons with respiratory or coronary artery disease should be notified to take precautions against exposure and should stay indoors as much as possible. Schools are also notified to advise against strenuous physical activity for their students. To this end, schools are in regular communication with the SCAQMD.
- **Stage 2 Episodes** occur when hourly ozone concentrations equal or exceed 0.35 ppm. The SCAQMD requires industry to take prompt actions to reduce emissions at those times. No Stage 2 episodes occurred between 1989 and 1992.
- **Stage 3 Episodes** occur when hourly ozone concentrations equal or exceed 0.50 ppm. The last Stage 3 episode occurred in the Basin in 1974.

Pollutant alert levels:

- O_3: 392 micrograms per cubic meter ($\mu g/m^3$) (0.20 ppm), 1-hour average.
- CO: 17 milligrams per cubic meter (mg/m^3) (15 ppm), 8-hour average.
- NO_2: 1,130 $\mu g/m^3$ (0.6 ppm) 1-hour average; 282 $\mu g/m^3$ (0.15 ppm) 24-hour average.
- SO_2: 800 $\mu g/m^3$ (0.3 ppm), 24-hour average.
- Particulates, measured as PM_{10}: 350 $\mu g/m^3$, 24-hour average.

Health effects are progressively more severe as pollutant levels increase from Stage 1 to Stage 3. These health effects will not occur unless the standards are exceeded by a large margin or for a prolonged period of time. Among the pollutants, O_3 and particulate matter ($PM_{2.5}$ and PM_{10}) are considered regional pollutants, while the others have more localized effects. Table 4.2.B lists the health effects of these criteria pollutants and their potential sources.

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Table 4.2.A: Ambient Air Quality Standards

Pollutant	Averaging Time	California Standards[1]		Federal Standards[2]		
		Concentration[3]	Method[4]	Primary[3,5]	Secondary[3,6]	Method[7]
Ozone (O_3)	1-Hour	0.09 ppm (180 µg/m^3)	Ultraviolet Photometry	—	Same as Primary Standard	Ultraviolet Photometry
	8-Hour	0.070 ppm (137 µg/m^3)		0.075 ppm (147 µg/m^3)		
Respirable Particulate Matter (PM_{10})	24-Hour	50 µg/m^3	Gravimetric or Beta Attenuation	150 µg/m^3	Same as Primary Standard	Inertial Separation and Gravimetric Analysis
	Annual Arithmetic Mean	20 µg/m^3		—		
Fine Particulate Matter ($PM_{2.5}$)	24-Hour	No Separate State Standard		35 µg/m^3	Same as Primary Standard	Inertial Separation and Gravimetric Analysis
	Annual Arithmetic Mean	12 µg/m^3	Gravimetric or Beta Attenuation	15.0 µg/m^3		
Carbon Monoxide (CO)	8-Hour	9.0 ppm (10 mg/m^3)	Non-Dispersive Infrared Photometry (NDIR)	9 ppm (10 mg/m^3)	None	Non-Dispersive Infrared Photometry (NDIR)
	1-Hour	20 ppm (23 mg/m^3)		35 ppm(40 mg/m^3)		
	8-Hour (Lake Tahoe)	6 ppm (7 mg/m^3)		—	—	—
Nitrogen Dioxide (NO_2)	Annual Arithmetic Mean	0.030 ppm (57 µg/m^3)	Gas Phase Chemiluminescence	53 ppb (100 µg/m^3) (see footnote 8)	Same as Primary Standard	Gas Phase Chemiluminescence
	1-Hour	0.18 ppm (339 µg/m^3)		100 ppb (188 µg/m^3) (see footnote 8)	None	
Sulfur Dioxide (SO_2)	Annual Arithmetic Mean	—	Ultraviolet Fluorescence		—	Ultraviolet Fluorescence; Spectrophotometry (Pararosaniline Method)
	24-Hour	0.04 ppm (105 µg/m^3)			—	
	3-Hour	—		—	0.5 ppm (1300 µg/m^3)	
	1-Hour	0.25 ppm (655 µg/m^3)		75 ppb (196 µg/m^3) (see footnote 9)	—	
Lead[10]	30 Day Average	1.5 µg/m^3	Atomic Absorption	—	—	High-Volume Sampler and Atomic Absorption
	Calendar Quarter	—		1.5 µg/m^3	Same as Primary Standard	
	Rolling 3-Month Average[9]	—		0.15 µg/m^3		
Visibility-Reducing Particles	8-Hour	Extinction coefficient of 0.23 per kilometer - visibility of ten miles or more (0.07-30 miles or more for Lake Tahoe) due to particles when relative humidity is less than 70 percent. Method: Beta Attenuation and Transmittance through Filter Tape.		No Federal Standards		
Sulfates	24-Hour	25 µg/m^3	Ion Chromatography			
Hydrogen Sulfide	1-Hour	0.03 ppm (42 µg/m^3)	Ultraviolet Fluorescence			
Vinyl Chloride[9]	24-Hour	0.01 ppm (26 µg/m^3)	Gas Chromatography			

Source: California Air Resources Board, September 8, 2010.

Footnotes

1 California standards for ozone; carbon monoxide (except Lake Tahoe); sulfur dioxide (1- and 24-hour); nitrogen dioxide; suspended particulate matter - PM_{10}, $PM_{2.5}$ and visibility reducing particles, are values that are not to be exceeded. All others are not to be equaled or exceeded. California ambient air quality standards are listed in the Table of Standards in Section 70200 of Title 17 of the California Code of Regulations.

2 National standards (other than ozone, particulate matter, and those based on annual averages or annual arithmetic mean) are not to be exceeded more than once a year. The ozone standard is attained when the fourth-highest eight-hour concentration in a year, averaged over three years, is equal to or less than the standard. For PM_{10}, the 24-hour standard is attained when the expected number of days per calendar year with a 24-hour average concentration above 150 µg/m^3 is equal to or less than one. For $PM_{2.5}$, the 24-hour standard is attained when 98 percent of the daily concentrations, averaged over three years, are equal to or less than the standard. Contact the U.S. EPA for further clarification and current federal policies.

3 Concentration expressed first in units in which it was promulgated. Equivalent units given in parentheses are based upon a reference temperature of 25°C and a reference pressure of 760 torr. Most measurements of air quality are to be corrected to a reference temperature of 25°C and a reference pressure of 760 torr; ppm in this table refers to ppm by volume, or micromoles of pollutant per mole of gas.

4 Any equivalent procedure which can be shown to the satisfaction of ARB to give equivalent results at or near the level of the air quality standard may be used.

5 National Primary Standards: The levels of air quality necessary, with an adequate margin of safety to protect the public health.

6 National Secondary Standards: The levels of air quality necessary to protect the public welfare from any known or anticipated adverse effects of a pollutant.

7 Reference method as described by the EPA. An "equivalent method" of measurement may be used but must have a "consistent relationship to the reference method" and must be approved by the EPA.

8 To attain this standard, the 3-year average of the 98th percentile of the daily maximum 1-hour average at each monitor within an area must not exceed 0.100 ppm (effective January 22, 2010). Note that the EPA standards are in units of parts per billion (ppb). California standards are in units of parts per million (ppm). To directly compare the national standards to the California standards the units can be converted from ppb to ppm. In this case, the national standards of 53 ppb and 100 ppb are identical to 0.053 ppm and 0.100 ppm, respectively.

9 On June 2, 2010, the U.S. EPA established a new 1-hour SO_2 standard, effective August 23, 2010, which is based on the 3-year average of the annual 99th percentile of 1-hour daily maximum concentrations. EPA also proposed a new automated Federal Reference Method (FRM) using the ultraviolet technology, but will retain the older pararosaniline methods until the new FRM have adequately permeated State monitoring networks. The EPA also revoked both the existing 24-hour SO_2 standard of 0.14 ppm and the annual primary SO_2 standard of 0.030 ppm, effective August 23, 2010. The secondary SO_2 standard was not revised at that time; however, the secondary standard is undergoing a separate review by EPA. Note that the new standard is in units of parts per billion (ppb). California standards are in units of parts per million (ppm). To directly compare the new primary national standard to the California standard the units can be converted to ppm. In this case, the national standard of 75 ppb is identical to 0.075 ppm.

10 The ARB has identified lead and vinyl chloride as "toxic air contaminants" with no threshold level of exposure for adverse health effects determined. These actions allow for the implementation of control measures at levels below the ambient concentrations specified for these pollutants.

11 National lead standard, rolling 3-month average: final rule signed October 15, 2008.

°C = degrees Celsius
EPA = United States Environmental Protection Agency
g/m^3 = micrograms per cubic meter
mg/m^3 = milligrams per cubic meter
ppm = parts per million

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Table 4.2.B: Summary of Health Effects of the Major Criteria Air Pollutants

Pollutants	Sources	Primary Effects
Ozone (O_3)	▪ Atmospheric reaction of organic gases with nitrogen oxides in the presence of sunlight.	▪ Breathing difficulty. ▪ Lung tissue damage. ▪ Damage to rubber and some plastics.
Nitrogen Dioxide (NO_2)	▪ Motor vehicle exhaust. ▪ Heavy construction equipment exhaust. ▪ Farming equipment exhaust. ▪ Residential heating.	▪ Lung irritation and damage. ▪ Formation of acid rain.
Carbon Monoxide (CO)	▪ Motor vehicle exhaust. ▪ Heavy construction equipment exhaust. ▪ Farming equipment exhaust. ▪ Residential heating.	▪ Reduced tolerance for exercise. ▪ Impairment of mental function. ▪ Impairment of fetal development. ▪ Death at high levels of exposure. ▪ Aggravation of some heart diseases (angina).
Suspended Particulate Matter ($PM_{2.5}$ and PM_{10})	▪ Motor vehicle exhaust ($PM_{2.5}$). ▪ Equipment and industrial sources ($PM_{2.5}$). ▪ Residential and agricultural burning ($PM_{2.5}$ and PM_{10}). ▪ Atmospheric chemical reactions ($PM_{2.5}$ and PM_{10}). ▪ Road dust (PM_{10}). ▪ Windblown dust (Agriculture [PM_{10}]) ▪ Construction (Fireplaces [PM_{10}])	▪ Reduced lung function. ▪ Aggravation of the effects of gaseous pollutants. ▪ Aggravation of respiratory and cardiorespiratory diseases. ▪ Increased cough and chest discomfort. ▪ Soiling. ▪ Reduced visibility.
Sulfur Dioxide (SO_2)	▪ Coal/oil- burning power plants. ▪ Industries, refineries, and diesel engines.	▪ Increased lung disease. ▪ Breathing problems for asthmatics. ▪ Formation of acid rain.
Lead (Pb)	▪ Metal smelters. ▪ Resource recovery. ▪ Leaded gasoline. ▪ Deterioration of lead paint.	▪ Learning disabilities. ▪ Brain and kidney damage.

Source: California Air Resources Board 2009 (http://www.arb.ca.gov/research/health/fs/fs2/fs2.htm).

Table 4.2.C: Attainment Status of Criteria Pollutants in the South Coast Air Basin

Pollutant	State	Federal
O_3 1-hour	Nonattainment	N/A
O_3 8-hour	Nonattainment	Extreme Nonattainment
PM_{10}	Nonattainment	Serious Nonattainment
$PM_{2.5}$	Nonattainment	Nonattainment
CO	Attainment	Attainment/Maintenance
NO_2	Nonattainment	Attainment/Maintenance
SO_2	Attainment	Attainment
Pb	Attainment (except Los Angeles County)	Attainment (except Los Angeles County)
All others	Attainment/Unclassified	Attainment/Unclassified

Unclassified designation: a pollutant that is designated unclassified if the data are incomplete and do not support a designation of attainment or nonattainment.
Attainment designation: a pollutant is designated attainment if the State standard for that pollutant was not violated at any site in the area during a 3-year period.
Nonattainment: a pollutant is designated nonattainment if there was at least one violation at any site in the area during a 3-year period.
Source: California Air Resources Board website: www.arb.ca.gov/desig/desig.htm, 2010.

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Indirect sources of pollution are generated when minor sources collectively emit a substantial amount of pollution. Examples of this would be the motor vehicles at intersections, malls, and on highways. The California Clean Air Act (CCAA) provides the SCAQMD with the authority to manage transportation activities at indirect sources. The SCAQMD also regulates stationary sources of pollution throughout its jurisdictional area. Direct emissions from motor vehicles are regulated by the CARB.

4.2.1.3 Air Pollution Constituents and Attainment Status

The CARB has many responsibilities with respect to air quality, including the following:

- Coordinates and oversees State and Federal air pollution control programs in California;
- Oversees activities of local air quality management agencies (e.g., the SCAQMD);
- Responsible for incorporating air quality management plans for local air basins into a State Implementation Plan (SIP) for EPA approval; and
- Maintains air quality monitoring stations throughout the State in conjunction with local air districts.

Data collected at these stations are used by the CARB to classify air basins as “attainment” or “nonattainment” with respect to each pollutant and to monitor progress in attaining air quality standards. The State is divided geographically into 15 air basins for the purpose of managing the air resources of the State on a regional basis. An air basin generally has similar meteorological and geographic conditions throughout. Significant authority for air quality control within them has been given to local air districts that regulate stationary source emissions and develop local nonattainment plans. Table 4.2.C (previous page) identifies the attainment status for the criteria pollutants in the Basin.

4.2.1.4 Local Air Quality

The SCAQMD, together with the CARB, maintains ambient air quality monitoring stations in the Basin. The air quality monitoring station closest to the project site is the Perris station. This station monitors ozone and PM_{10}. The air quality monitoring station closest to the site monitoring the rest of the criteria pollutants is the Riverside-Rubidoux station. This monitoring data for SO_2 has been omitted as attainment is regularly met for this pollutant within the Basin. These stations characterize the air quality representative of the ambient air quality in the project area.[1] The ambient air quality data in Table 4.2.D identify that CO and NO_2 levels are consistently below the relevant State and Federal standards in the project vicinity. O_3, PM_{10}, and $PM_{2.5}$ levels all exceed State and/or Federal standards regularly.

Table 4.2.D: Ambient Air Quality Monitored in the Project Vicinity

Pollutant	Standard	2008	2009	2010
Carbon Monoxide (CO) (Riverside-Rubidoux data)				
Maximum 1-hr concentration (ppm)		2.7	2.7	2.0
Number of days exceeded:	State: > 20 ppm	0	0	0
	Federal: > 35 ppm	0	0	0
Maximum 8-hr concentration (ppm)		1.86	1.85	1.20
Number of days exceeded:	State: ≥ 9.0 ppm	0	0	0
	Federal: ≥ 9.0 ppm	0	0	0

[1] Air quality data, 2008-2010; EPA and CARB websites.

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Table 4.2.D: Ambient Air Quality Monitored in the Project Vicinity

Pollutant	Standard	2008	2009	2010
Ozone (O_3) (Perris Station Data)				
Maximum 1-hr concentration (ppm)		0.142	0.125	0.122
Number of days exceeded:	State: > 0.09 ppm	65	53	46
Maximum 8-hr concentration (ppm)		0.115	0.109	0.108
Number of days exceeded:	State: > 0.07 ppm	94	88	77
	Federal: > 0.075 ppm	77[1]	67	50
Coarse Particulates (PM_{10}) (Perris Station data)				
Maximum 24-hr concentration (µg/m^3)		87	76	48
Number of days exceeded:	State: > 50 µg/m^3	8	6	0
	Federal: > 150 µg/m^3	0	0	0
Annual arithmetic mean concentration (µg/m^3)		29.6	34.8	28.0
Exceeded for the year	State: > 20 µg/m^3	Yes	Yes	Yes
Fine Particulates ($PM_{2.5}$) (Riverside-Rubidoux data)				
Maximum 24-hr concentration (µg/m^3)		57.6	54.4	ND
Number of days exceeded:	Federal: > 35 µg/m^3	13[3]	13	ND
Annual arithmetic mean (µg/m^3)		16.3	15.2	ND
Exceeded for the year	State: > 12 µg/m^3	Yes	Yes	ND
	Federal: > 15 µg/m^3	Yes	Yes	ND
Nitrogen Dioxide (NO_2) (Riverside-Rubidoux data)				
Maximum 1-hr concentration (ppm)		0.092	0.078	0.052
Number of days exceeded:	State: > 0.18 ppm	0	0	0
Annual arithmetic mean concentration (ppm)		0.019	0.017	ND
Exceeded for the year	State: > 0.030 ppm	No	No	ND
	Federal: > 0.053 ppm	No	No	ND
Sulfur Dioxide (SO_2) (Riverside-Rubidoux data)				
Maximum 24-hr concentration (ppm)		0.003	0.003	0.002
Number of days exceeded:	State: > 0.04 ppm	0	0	0
	Federal: > 0.14 ppm	0	0	0
Annual arithmetic average concentration (ppm)		0.000	0.001	ND
Exceeded for the year:	Federal: > 0.030 ppm	No	No	ND

[1] The exceedances of the federal 8-hour O3 standard are based on the old 0.08 ppm standard. In April 2008, the EPA revised the standard to 0.075 ppm.
[2] No data available.
[3] The exceedances of the federal 24-hour PM2.5 standard are based on the old 65 µg/m3 standard. In 2006, the EPA revised the standard to 35 µg/m3.
µg/m3 = micrograms per cubic meter
ARB = California Air Resources Board
EPA = United States Environmental Protection Agency
ppm = parts per million
Source: South Coast AQMD (www.aqmd.gov).

4.2.1.5 Sensitive Land Uses in the Project Vicinity

Sensitive receptors include residences, schools, medical offices, convalescent facilities, and similar uses that are sensitive to air pollutants. The nearest existing sensitive receptors in the vicinity of the proposed project site are rural residential residences located approximately 1,000 feet (ft) to the north

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along Nandina Avenue. There are also nonconforming residences within commercial and industrial zoned property approximately 0.5 mile southwest of the project site on the south side of Oleander Avenue between Heacock Street and Patterson Avenue.

4.2.1.6 Existing Project Area Emissions

The project site is currently vacant, and therefore does not generate emissions. Existing air quality conditions at the proposed project site reflect ambient monitored conditions as presented at the previously referenced Table 4.2.D.

4.2.2 Policies and Regulations

4.2.2.1 Federal Regulations

Clean Air Act. Pursuant to the Federal Clean Air Act (CAA) of 1970, the EPA established national ambient air quality standards (NAAQS). The NAAQS were established for six major pollutants, termed "criteria" pollutants. Criteria pollutants are defined as those pollutants for which the Federal and State governments have established ambient air quality standards, or criteria, for outdoor concentrations in order to protect public health.

The EPA established new national air quality standards for ground-level O_3 and $PM_{2.5}$ in 1997. On May 14, 1999, the Court of Appeals for the District of Columbia Circuit issued a decision ruling that the CAA, as applied in setting the new public health standards for O_3 and particulate matter, was unconstitutional as an improper delegation of legislative authority to the EPA. On February 27, 2001, the U.S. Supreme Court upheld the way that the government sets air quality standards under the CAA. The Court unanimously rejected industry arguments that the EPA must consider financial cost as well as health benefits in writing standards. The Justices also rejected arguments that the EPA took too much lawmaking power from Congress when it set tougher standards for O_3 and soot in 1997. Nevertheless, the Court threw out the EPA's policy for implementing new O_3 rules, stating that the EPA ignored a section of the law that restricts its authority to enforce such rules.

In April 2003, the EPA was cleared by the White House Office of Management and Budget (OMB) to implement the eight-hour ground-level O_3 standard. The EPA issued the proposed rule implementing the eight-hour O_3 standard in April 2003. The EPA completed final eight-hour nonattainment status on April 15, 2004. The EPA issued the final $PM_{2.5}$ implementation rule in fall 2004. The EPA issued final designations on December 14, 2004.

Effective January 22, 2010, the EPA strengthened the standard for NO_2 by setting a new 1-hour standard at the level of 100 parts per billion (ppb). This standard defines the maximum allowable concentration anywhere in an area and will protect against adverse health effects associated with short-term exposure to NO_2. To attain this standard, the 3-year average of the 98th percentile of the daily maximum 1-hour average at each monitor within an area must not exceed 100 ppb. On January 25, 2010 the EPA issued the final rule setting the one-hour maximum standard for NO_2 at 100 ppb. The agency retained the annual standard of 53 ppb.

Additionally, effective June 2, 2010, the EPA revised the primary standard for SO_2 by establishing a new 1-hour standard at a level of 75 ppb. The EPA revoked the two existing primary standards of 140 ppb evaluated over 24-hours, and 30 ppb evaluated over an entire year as they would not provide additional public health protection given a 1-hour standard at 75 ppb. To attain this standard, the 3-year average of the 99th percentile of the daily maximum 1-hour average at each monitor within an area must not exceed 75 ppb.

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4.2.2.2 State Regulations

Mulford-Carrell Act. The State began to set California Ambient Air Quality Standards (CAAQS) in 1969 under the mandate of the Mulford-Carrell Act. The CAAQS are generally more stringent than the NAAQS. In addition to the six criteria pollutants covered by the NAAQS, there are CAAQS for sulfates, hydrogen sulfide, vinyl chloride, and visibility-reducing particles.

Originally, there were no attainment deadlines for CAAQS; however, the CCAA of 1988 provided a time frame and a planning structure to promote their attainment. The CCAA required nonattainment areas in the State to prepare attainment plans and proposed to classify each such area on the basis of the submitted plan, as follows: moderate, if CAAQS attainment could not occur before December 31, 1994; serious, if CAAQS attainment could not occur before December 31, 1997; and severe, if CAAQS attainment could not be conclusively demonstrated at all. The attainment plans are required to achieve a minimum 5 percent annual reduction in the emissions of nonattainment pollutants unless all feasible measures have been implemented. The EPA has designated the Southern California Association of Governments (SCAG) as the Metropolitan Planning Organization (MPO) responsible for ensuring compliance with the requirements of the CAA for the Basin.

4.2.2.3 Regional Regulations

Lewis Air Quality Management Act. The 1976 Lewis Air Quality Management Act established the SCAQMD and other air districts throughout the State. The Federal CAA Amendments of 1977 required that each state adopt an implementation plan outlining pollution control measures to attain the Federal standards in nonattainment areas of the state.

The CARB is responsible for incorporating air quality management plans for local air basins into an SIP for EPA approval. Significant authority for air quality control within them has been given to local air districts that regulate stationary source emissions and develop local nonattainment plans.

Regional Air Quality Management Plan (AQMP). The SCAQMD and the SCAG are responsible for formulating and implementing the AQMP, which has a 20-year horizon for the Basin. The SCAQMD and SCAG must update the AQMP every three years. The current regional air quality plan is the Final 2007 Air Quality Management Plan (AQMP) adopted by the SCAQMD on June 1, 2007.

The Final 2007 AQMP proposes attainment demonstration of the Federal $PM_{2.5}$ standards through a more focused control of sulfur oxides (SO_X), directly-emitted $PM_{2.5}$, and nitrogen oxides (NO_X) supplemented with volatile organic compounds (VOC) by 2015. The 8-hour ozone control strategy builds upon the $PM_{2.5}$ strategy, augmented with additional NO_X and VOC reductions to meet the standard by 2024 assuming a bump-up[1] is obtained.

The Final 2007 AQMP proposes policies and measures currently contemplated by responsible agencies to achieve Federal standards for healthful air quality in the Basin and those portions of the Salton Sea Air Basin that are under District jurisdiction. This Final Plan also addresses several Federal planning requirements and incorporates significant new scientific data, primarily in the form of updated emissions inventories, ambient measurements, new meteorological episodes, and new air quality modeling tools. This Final Plan builds upon the approaches taken in the 2003 AQMP for the

[1] A “bump-up” is a voluntary reclassification of a nonattainment area to a higher classification allowing for an extension of an attainment deadline.

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Basin for the attainment of the Federal ozone air quality standard.[1] The Basin is currently a Federal and State nonattainment area for PM_{10}, $PM_{2.5}$, and ozone.

4.2.3.4 Local Policies

City of Moreno Valley General Plan Policies. Chapter 9 of the City's General Plan defines goals and policies related to air quality within the City of Moreno Valley. The specific policies of the General Plan that are relevant to the proposed project are as follows:

Objective 6.7 Reduce mobile and stationary source air pollutant emissions.

Policy 6.7.1 Cooperate with regional efforts to establish and implement regional air quality strategies and tactics.

Policy 6.7.2 Encourage the financing and construction of park and ride facilities.

Policy 6.7.4 Locate heavy industrial and extraction facilities away from residential areas and sensitive receptors.

Policy 6.7.5 Require grading activities to comply with South Coast Air Quality Management District's Rule 403 regarding the control of fugitive dust.

Policy 6.7.6 Require building construction to comply with the energy conservation requirements of Title 24 of the California Administrative Code.

4.2.3 Methodology

The *Air Quality Analysis*[2] evaluated the air quality impacts associated with the development of the proposed project. Evaluation of air quality impacts associated with the proposed project includes the following:

- Determine the short-term construction air quality impacts based on SCAQMD emissions thresholds;
- Determine the long-term air quality impacts, including vehicular traffic, on both on-site and off-site air quality sensitive uses based on SCAQMD emissions thresholds; and
- Determine the required mitigation measures to reduce short-term and long-term on-site air quality impacts from all sources.

Air quality in the project area would be affected by long-term air pollutant emissions from stationary sources and mobile sources related to the proposed project. On February 3, 2011, the SCAQMD released the California Emissions Estimator Model (CalEEMod). The purpose of this new model is to more accurately calculate air quality and greenhouse gas (GHG) emissions from direct and indirect sources and quantify applicable air quality and GHG reduction achieved from mitigation measures. The latest version of CalEEMod was utilized to predict these project-related air quality impacts.

Construction-related emissions are expected from construction activities such as rough grading, infrastructure construction, asphalt paving, building construction, architectural coatings, and construction workers commuting. This estimate represents the "worst-case" scenario as construction equipment emissions would decrease with time due to technological advancements. Construction emissions for construction worker vehicles traveling to and from the project site, in addition to vendor trips (construction materials delivered to the project site) were also accounted for in the analysis. Localized air quality in the project area would be affected by both heavy-duty construction equipment

[1] *Final 2007 Air Quality Management Plan*, South Coast Air Quality Management District, June 1, 2007.
[2] *VIP Moreno Valley Air Quality Analysis*, LSA Associates, Inc., December 2011.

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usage on site as well as local traffic due to the equipment delivery and construction worker commuting. The SCAQMD CEQA methodology[1] was used to analyze the criteria pollutant emissions from these activities.

Air quality in the project area would be affected by long-term air emissions from stationary sources and mobile sources related to the proposed project. The CalEEMod model was used to predict these project-related long-term impacts. Localized air quality impacts (i.e., CO concentrations [CO hot spots]) in the project area would be affected by increased traffic flow due to the proposed project. The Caltrans CALINE4 model and the CARB EMFAC 2007 model were used to assess the project's impact on the local CO concentrations.

SCAQMD has developed Local Significance Threshold (LST) methodology that can be used to determine whether or not a project may generate significant adverse localized air quality impacts. LSTs represent the maximum emissions from a project that will not cause or contribute to an exceedance of the most stringent applicable Federal or State AAQS and are developed based on the ambient concentrations of that pollutant for each source receptor area. SCAQMD's current guidelines, *Final Localized Significance Threshold Methodology* (June 2003), were adhered to in the assessment of air quality impacts for the proposed project. The LST mass rate look-up tables were used to determine whether the daily emissions for the proposed construction activities could result in significant localized air quality impacts. The emissions of concern from construction activities are NOx, CO, PM_{10}, and $PM_{2.5}$ combustion emissions from construction equipment and fugitive PM_{10} dust from construction site preparation activities.

4.2.4 Thresholds of Significance

Based on Appendix G of the *CEQA Guidelines*, air quality impacts would occur if the proposed project would:

- Conflict with or obstruct implementation of the applicable air quality plan;
- Violate any air quality standard or contribute substantially to an existing or projected air quality violation;
- Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors);
- Expose sensitive receptors to substantial pollutant concentrations; and/or
- Create objectionable odors affecting a substantial number of people.

In addition to the Federal and State AAQS, there are daily emissions thresholds for construction and operation of a proposed project in the Basin. The Basin is administered by the SCAQMD, and guidelines and emissions thresholds established by the SCAQMD in its *CEQA Air Quality Handbook*[2] are used in this analysis. It should be noted that the emissions thresholds were established based on the attainment status of the air basin with regard to air quality standards for specific criteria pollutants. Because the concentration standards were set at a level that protects public health with an adequate margin of safety (EPA), these emissions thresholds are regarded as conservative and would overstate an individual project's contribution to health risks.

1 *CEQA Air Quality Handbook*, April 1993.
2 *CEQA Air Quality Handbook*, April 1993.

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4.2.4.1 Thresholds for Construction Emissions

The following CEQA significance thresholds for construction emissions have been established by the SCAQMD for the Basin:

- 75 pounds per day of reactive organic compounds (ROC).
- 100 pounds per day of NO_X.
- 550 pounds per day of CO.
- 150 pounds per day of PM_{10}.
- 150 pounds per day of SO_X.
- 55 pounds per day of $PM_{2.5}$.

Projects in the Basin with construction-related emissions that exceed any of the emission thresholds are considered to be significant under CEQA.

4.2.4.2 Thresholds for Operational Emissions

Projects with operation-related emissions that exceed any of the emission thresholds listed below are considered significant under the SCAQMD guidelines.

- 55 pounds per day of ROC.
- 55 pounds per day of NO_X.
- 550 pounds per day of CO.
- 150 pounds per day of PM_{10}.
- 150 pounds per day of SO_X.
- 55 pounds per day of $PM_{2.5}$.

4.2.4.3 Federal 1 Hour NO_2 Standard

On January 22, 2010, the EPA revised the primary nitrogen dioxide (NO_2) NAAQS in order to provide requisite protection of public health. Specifically, the EPA established a new 1-hour standard at a level of 100 ppb (188.68 µg/m^3), based on the 3-year average of the annual 98th percentile of the daily maximum 1-hour concentrations (form of the standard), in addition to the existing annual secondary standard (100 µg/m^3). EPA has also established requirements for a NO_2 monitoring network that will include monitors at locations where maximum NO_2 concentrations are expected to occur, including within 50 meters of major roadways, as well as monitors sited to measure the area-wide NO_2 concentrations that occur more broadly across communities.

The effective date of the new 1-hour standard was 60 days after the final rule was published in the Federal Register. The final rule was published in the Federal Register on February 9, 2010 with an effective date of April 12, 2010.

4.2.4.4 Air Pollutant Standards for CO with Localized Effects

The significance of localized project impacts under CEQA depends on whether ambient CO levels in the vicinity of the project are above or below State and Federal CO standards (previously referenced Table 4.2.A). If ambient levels are below the standards, a project is considered to have a significant impact if project emissions result in an exceedance of one or more of these standards. If ambient

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levels already exceed a State or Federal standard, project emissions are considered significant if they increase one-hour CO concentrations by 1.0 ppm[1] or more or eight-hour CO concentrations by 0.45 ppm or more. The Basin meets State and Federal attainment standards for CO; therefore, the proposed project would have a significant CO impact if project emissions result in an exceedance of State or Federal one-hour or eight-hour standard. The following emission concentration standards for CO, based on the SCAQMD *CEQA Air Quality Handbook* (1993), apply to the proposed project:

- California State one-hour CO standard of 20.0 ppm.
- California State eight-hour CO standard of 9.0 ppm.

4.2.4.5 Localized Significance Thresholds

The SCAQMD published its *Final Localized Significance Threshold Methodology* in June 2003, revised July 2008) and Final –Methodology to Calculate Particulate Matter (PM) 2.5 and $PM_{2.5}$ Significance Thresholds (October 2006), recommending that all air quality analyses include an assessment of both construction and operational impacts on the air quality of nearby sensitive receptors. LSTs represent the maximum emissions from a project site that are not expected to result in an exceedance of the national or State AAQS. LSTs are based on the ambient concentrations of that pollutant within the project Source Receptor Area (SRA) and the distance to the nearest sensitive receptor. For this project, the appropriate SRA for the LST is the Perris Valley (SRA 24).

In the case of CO and NO_2, if ambient levels are below the standards, a project is considered to have a significant impact if project emissions result in an exceedance of one or more of these standards. If ambient levels already exceed a State or federal standard, then project emissions are considered significant if they increase ambient concentrations by a measurable amount. This would apply to PM_{10} and $PM_{2.5}$, both of which are non-attainment pollutants. For these two, the significance criteria are the pollutant concentration thresholds presented in SCAQMD Rules 403 and 1301. The Rule 403 threshold of 10.4 µg/m3 applies to construction emissions (and may apply to operational emissions at aggregate handling facilities). The Rule 1301 threshold of 2.5 $\mu g/m^3$ applies to non-aggregate handling operational activities.

To avoid the need for every air quality analysis to perform air dispersion modeling, the SCAQMD performed air dispersion modeling for a range of construction sites less than or equal to 5 acres (ac) in size and created look-up tables that correlate pollutant emissions rates with project size to screen out projects that are unlikely to generate enough emissions to result in a locally significant concentration of any criteria pollutant. These look-up tables can also be used as screening criteria for larger projects to determine whether or not dispersion modeling may be required.

Sensitive receptors include residences, schools, hospitals, and similar uses that are sensitive to adverse air quality. The nearest existing sensitive receptors are approximately 300 meters (m) (1,000 ft) away from the project site.

Following the SCAQMD LST methodology, for sites larger than 5 ac, dispersion modeling needs to be conducted. Because the project site encompasses approximately 71 ac, the localized significance for project air emissions is determined by performing dispersion modeling to see if the pollutant concentrations would exceed the ambient air quality standards, or for particulate matter, if the pollutant concentrations would exceed thresholds presented in SCAQMD Rules 403 and 1301.

For operational emissions, the localized significance for a project larger than 5 ac can be determined by performing the screening-level analysis before using the dispersion modeling because the screening-level analysis is more conservative, and if no exceedance of the screening-level thresholds

[1] ppm = parts per million.

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is identified, then the chance of operational LST exceeding concentration standards is small. Therefore, for a conservative approach, the LST screening thresholds for 5 ac are used in this analysis for operational emissions. Since the project is not an aggregate handling facility, operational LSTs are assessed with the SCAQMD screening thresholds. Therefore, the following emissions thresholds apply during project operations:

- 585 lbs/day of NO_X
- 12,083 lbs/day of CO
- 32 lbs/day of PM_{10}
- 14 lbs/day of $PM_{2.5}$

4.2.4.6 Diesel Exhaust Health Risk Thresholds

For pollutants without defined significance standards or air contaminants not covered by the standard criteria cited above, the definition of substantial pollutant concentrations varies. For toxic air contaminants (TAC), "substantial" is taken to mean that the individual cancer risk exceeds a threshold considered to be a prudent risk management level. If best available control technology for toxics (T-BACT) has been applied, the individual cancer risk to the maximum exposed individual (MEI) must not exceed 10 in 1 million if an impact is to be considered less than significant.

The following limits for maximum individual cancer risk (MICR), cancer burden and non-cancer acute and chronic hazard indices (HI) from project emissions of TACs have been established for the Basin:

- **MICR and Cancer Burden.** MICR is the estimated probability of a potential maximally exposed individual contracting cancer as a result of exposure to TACs over a period of 70 years for residential and 40 years for worker receptor locations. The MICR calculations include multipathway consideration, when applicable. Cancer burden is the estimated increase in the occurrence of cancer cases in a population subject to a MICR of greater than or equal to one in one million (1.0×10^{-6}) resulting from exposure to TACs.

  The total increase in MICR that is the sum of the calculated MICR values for all TACs emitted from the project will not result in any of the following:

  (A) An increased MICR greater than 10 in 1 million (1.0×10^{-5}) at any receptor location (assumes the project will be constructed with T-BACT); or

  (B) A cancer burden greater than 0.5.

- **Chronic HI.** This is the ratio of the estimated long-term level of exposure to a TAC for a potential maximally exposed individual to its chronic reference exposure level. The chronic HI calculations include multipathway consideration, when applicable.

  The cumulative increase in total chronic HI for any target organ system due to total emissions from the project will not exceed 1.0 at any receptor location.

- **Acute HI.** This is the ratio of the estimated maximum one-hour concentration of a TAC for a potential maximally exposed individual to its acute reference exposure level.

  The cumulative increase in total acute HI for any target organ system due to total emissions from the project will not exceed 1.0 at any receptor location.

4.2.5 Less than Significant Impacts

The following impacts were determined to be less than significant. For each of the following issues either no impact would occur (therefore, no mitigation would be required) or adherence to established regulations, standards, and policies would reduce potential impacts to a less than significant level.

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4.2.5.1 Air Quality Plan Management Plan Consistency

Threshold	Would the proposed project conflict with or obstruct implementation of the applicable air quality plan?

The current regional air quality management plan is the *Final 2007 Air Quality Management Plan* adopted by the SCAQMD on June 1, 2007. The Final 2007 AQMP proposes attainment demonstration of the Federal $PM_{2.5}$ standards through a more focused control of SO_X, directly-emitted $PM_{2.5}$, and NO_X supplemented with VOC by 2015. The 8-hour ozone control strategy builds upon the $PM_{2.5}$ strategy, augmented with additional NO_X and VOC reductions to meet the standard by 2024 assuming a bump-up[1] is obtained.

The Final 2007 AQMP proposes policies and measures currently contemplated by responsible agencies to achieve Federal standards for healthful air quality in the Basin and those portions of the Salton Sea Air Basin that are under SCAQMD jurisdiction. This AQMP also addresses several Federal planning requirements and incorporates significant new scientific data, primarily in the form of updated emissions inventories, ambient measurements, new meteorological episodes, and new air quality modeling tools. This AQMP builds upon the approaches taken in the 2003 AQMP for the Basin for the attainment of the Federal ozone air quality standard.[2] The Basin is currently a Federal and State nonattainment area for PM_{10}, $PM_{2.5}$, and ozone.

To assess the environmental impacts as a result of new development accurately, environmental pollution and population growth are projected by the SCAQMD in the AQMP for future scenarios. The AQMP projections are based, in part, on the growth forecasts and General Plans from cities and counties located in the Basin. As the Growth Management Chapter of the SCAG's Regional Comprehensive Plan and Guide (RCPG) forms the basis of the land use and transportation control portions of the AQMP, projects that are consistent with the projections of employment and population forecasts identified in the Growth Management Chapter are considered consistent with the AQMP growth projections. A consistency determination plays an essential role in local agency project review by linking local planning and unique individual projects to the air quality plans. It fulfills the CEQA goal of fully informing local agency decision-makers of the environmental costs of the project under consideration at a stage early enough to ensure that air quality concerns are addressed. Only new or amended General Plan elements, Specific Plans, and significantly unique projects need to undergo a consistency review due to the air quality plan strategy being based on projections from local General Plans. Projects that propose general plan amendments and changes of zone may increase the intensity of use and/or result in higher traffic volumes, thereby resulting in increased stationary area source emissions and/or vehicle source emissions when compared to the AQMP assumptions.

Another measurement tool in determining consistency with the AQMP is to determine how a project accommodates the expected increase in population or employment. Generally, if a project is planned in a way that results in the minimization of vehicle miles traveled (VMT) both within the project and the community in which it is located, and consequently the minimization of air pollutant emissions, that aspect of the project is consistent with the AQMP. The proposed project site is located in an urbanizing area of the City of Moreno Valley west of Perris Boulevard, which accommodates traffic in the area. In addition, the proposed uses would be within short travel distance of existing homes and commercial areas in the local vicinity. The proposed project would add jobs resulting from the development of the industrial uses to the City, with the potential to minimize the VMT traveled within the project site and community.

Implementation of the proposed project would not require a General Plan Amendment and zone change that would change the General Plan designations and zoning designations of the project site.

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1 A "bump-up" is a voluntary reclassification of a nonattainment area to a higher classification allowing for an extension of an attainment deadline.

2 *Final 2007 Air Quality Management Plan,* South Coast Air Quality Management District, June 1, 2007.

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Since the proposed project would not require a General Plan Amendment, the project has been considered in preparation of the General Plan and therefore is consistent with the AQMP; therefore, no significant impact would occur and no mitigation measures are required.

4.2.5.2 Odors

Threshold	Would the proposed project create objectionable odors affecting a substantial number of people?

SCAQMD Rule 402 dictates that air discharged from any source shall not cause injury, nuisance, or annoyance to the health, safety, or comfort of the public. With the exception of short-term construction-related odors (e.g., equipment exhaust, paint, and asphalt odors), the proposed uses that would be developed on the proposed site do not include uses that are generally considered to generate offensive odors (e.g., agricultural uses, wastewater treatment plants, or landfills). While the application of architectural coatings and installation of asphalt may generate odors, these odors are temporary and not likely to be noticeable beyond the project boundaries. SCAQMD Rules 1108 and 1113 identify standards regarding the application of asphalt and architectural coatings, respectively.

SCAQMD Rule 1108 sets limitations on ROG (reactive organic gases), which are similar to and for the purposes of this EIR equivalent to and therefore interchangeable with volatile organic compounds (VOC) content in asphalt. This rule is applicable to any person who supplies, sells, offers for sale, or manufactures any asphalt materials for use in the Basin. Rule 1113 of the SCAQMD deals with the selling and application of architectural coatings. Rule 1113 is applicable to any person who supplies, sells, offers for sale, or manufactures any architectural coating for use in the Basin that is intended to be applied to buildings, pavements, or curbs. This rule is also applicable to any person who applies or solicits the application of any architectural coating within the Basin. Rule 1113 sets limits on the amount of VOC emissions allowed for all types of architectural coatings, along with a time table for tightening the emissions standards in the future. Compliance with Rule 1113 means that architectural coatings used during construction would have VOC emissions that comply with these limits.

Adherence to applicable provisions of these rules is standard for all development within the Basin. In addition, conditions for the design of waste storage areas on the proposed site would be established through the permit process to ensure enclosures are appropriately designed and maintained to prevent the proliferation of odors. Solid waste generated by the proposed on-site uses will be collected by a contracted waste hauler, ensuring that any odors resulting from on-site uses would be adequately managed. Therefore, impacts associated with this issue would be less than significant and no mitigation is required.

4.2.5.3 Long-Term Microscale (CO Hot Spot) Emissions

Threshold	Would the proposed project violate any air quality standard or contribute substantially to an existing or projected air quality violation? For CO, the applicable thresholds are: - California State one-hour CO standard of 20.0 ppm; and - California State eight-hour CO standard of 9.0 ppm.

Vehicular trips associated with the implementation of the proposed project would contribute to congestion at intersections and along roadway segments in the project vicinity. Localized air quality impacts would occur when emissions from vehicular traffic increase in local areas as a result of the proposed project. The primary mobile source pollutant of local concern is CO, which is a direct

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function of vehicle idling time and, thus, traffic flow conditions. CO transport is extremely limited; it disperses rapidly with distance from the source under normal meteorological conditions. However, under certain extreme meteorological conditions, CO concentrations proximate to a congested roadway or intersection may reach unhealthful levels affecting local sensitive receptors (residents, schoolchildren, etc). High CO concentrations are typically associated with roadways or intersections operating at unacceptable levels of service or with very high traffic volumes. In areas with high ambient background CO concentrations, modeling is recommended to determine a project's effect on local CO levels.

An assessment of project-related impacts on localized ambient air quality requires that future ambient air quality levels be projected. As identified in Table 4.2.E, ambient CO levels monitored at the Riverside – Rubidoux Station, the closest station with complete monitored CO data, showed a highest recorded 1-hour concentration of 2.7 ppm (State standard is 20 ppm) and a highest 8-hour concentration of 1.9 ppm (State standard is 9 ppm) during the past 3 years.

The highest CO concentrations would normally occur during peak traffic hours; hence, CO impacts calculated under peak traffic conditions represent a worst-case analysis. Based on the Traffic Study,[1] CO hotspot analyses were conducted for future cumulative conditions. The impact on local CO levels was assessed with the CARB-approved CALINE4 air quality model, which allows microscale CO concentrations to be estimated along roadway corridors or near intersections. This model is designed to identify localized concentrations of CO, often termed "hot spots."

The proposed project would have a significant CO impact if project emissions increase 1-hour CO concentrations by 1.0 ppm or more. Similarly, the proposed project would also have a significant CO impact if project emissions increase 8-hour CO concentrations by 0.45 ppm or more. Existing (2008) and opening year (2013) scenarios were evaluated for traffic impacts from the proposed project. It is anticipated that emissions in the future years, including CO, would decrease with advances in technology. The highest one-hour CO concentrations for intersections within the project vicinity are identified in Table 4.2.E.

Table 4.2.E: One-Hour Carbon Monoxide Concentrations (ppm)

Scenario	Highest One-Hour CO Concentration		Exceeds State Standards[1]
	Without Project	With Project	1-Hr
Existing Year (2011)	4.0	NA [2]	No
Opening Year (2013)	5.1	5.1	No

1 The one-hour CO State standard is 20 ppm.
2 NA = not applicable.
Source: *Air Quality Analysis*, LSA Associates, Inc. December 2011.

As identified in Table 4.2.E, the highest one-hour CO concentration experienced at any of the intersections in the project vicinity would not exceed the one hour CO State standard of 20 ppm. Based on the *Air Quality Analysis* prepared for the proposed project, the proposed project would contribute, at most, a 0.2 ppm increase to the one-hour CO concentrations for all scenarios. This is below the 1.0 ppm increase threshold. The highest eight-hour CO concentrations for intersections within the project vicinity are identified in Table 4.2.F.

Table 4.2.F: Eight-Hour Carbon Monoxide Concentrations (ppm)

Scenario	Highest Eight-Hour CO Concentration		Exceeds State Standards[1]
	Without Project	With Project	8-Hr
Existing Year (2011)	2.8	NA [2]	No

1 *Traffic Study VIP Moreno Valley*, LSA Associates, Inc., November 2011.

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Table 4.2.F: Eight-Hour Carbon Monoxide Concentrations (ppm)

Scenario	Highest Eight-Hour CO Concentration		Exceeds State Standards[1]
	Without Project	With Project	8-Hr
Opening Year (2013)	3.5	3.5	No

[1] The eight-hour CO State standard is 35 ppm.
[2] NA = not applicable.
Source: *Air Quality Analysis*, LSA Associates, Inc. December 2011.

As identified in Table 4.2.F, the highest eight-hour CO concentration experienced at any of the intersections in the project vicinity would not exceed the eight-hour CO state standard of 35 ppm. Based on the Air Quality Analysis prepared for the proposed project, the proposed project would contribute, at most, a 0.2 ppm increase to the eight-hour CO concentrations for all scenarios. This is below the 0.45 ppm increase threshold. Since the proposed project would not exceed the one-hour or eight-hour CO concentration standards, it is reasonable to conclude that no CO hot spots would occur. Therefore, the proposed project would not have a significant impact on local air quality for CO and no mitigation measures would be required.

4.2.5.4 Localized Operational Emissions

Threshold	Would the proposed project violate any AAQS or contribute to an existing or projected air quality violation; or expose sensitive receptors to pollutants? For long-term operation, the applicable localized daily thresholds are: - 12,083 pounds per day of CO; - 585 pounds per day of NO_X; - 32 pounds per day of PM_{10}; and - 14 pounds per day of $PM_{2.5}$.

As previously stated, the SCAQMD has developed an LST methodology that can be used to determine whether or not a project may generate significant adverse localized air quality impacts. These emission levels have been developed based on the ambient concentrations of that pollutant for each source receptor area. Table 4.2.G summarizes the results of the modeled localized emissions during the operational phase of the project.

Table 4.2.G: Modeled Localized Operation Impacts (lbs/day)

Emissions Sources	NO_x	CO	PM_{10}	$PM_{2.5}$
On-site emissions	50	42	8.5	2.1
LST Thresholds	**550**	**11,302**	**126**	**53**
Significant?	**No**	**No**	**No**	**No**

Source: LSA Associates, Inc., December 2011.

The SCAQMD LST threshold for NO_X is designed to ensure that the NO_2 concentrations from project construction emissions added to the ambient NO_2 concentrations are below the State ambient air quality standards (AAQS) of 180 ppb. The emissions rate of NO_X at 97 lbs/day is approximately 18 percent of the LST threshold of 550 lbs/day. Since the federal NO_2 AAQS of 100 ppb is approximately 55 percent of the State NO_2 AAQS of 180 ppb, the construction emissions of NO_X will not result in an exceedance of the federal NO_2 AAQS.

As identified in Table 4.2.G, none of the criteria pollutant emissions would exceed localized thresholds during the operation of the proposed project. Therefore, the proposed project would not

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have a significant impact on localized operational pollutant levels and no mitigation measures would be required.

4.2.5.5 Operational-Acute Health Risk Impacts

Threshold	Would the proposed project expose sensitive receptors to substantial pollutant concentrations?

Exposure to diesel exhaust can have immediate health effects, such as irritation of the eyes, nose, throat, and lungs, and it can cause coughs, headaches, light headedness, and nausea. In studies with human volunteers, diesel exhaust particles made people with allergies more susceptible to the materials to which they are allergic, such as dust and pollen. Exposure to diesel exhaust also causes inflammation in the lungs, which may aggravate chronic respiratory symptoms and increase the frequency or intensity of asthma attacks. However, according to the rulemaking on *Identifying Particulate Emissions from Diesel-Fueled Engines as a Toxic Air Contaminant* (ARB 1998), the available data from studies of humans exposed to diesel exhaust are not sufficient for deriving an acute non-cancer health risk guidance value. While the lung is a major target organ for diesel exhaust, studies of the gross respiratory effects of diesel exhaust in exposed workers have not provided sufficient exposure information to establish a short-term non-cancer health risk guidance value for respiratory effects. Therefore, the potential for short-term acute exposure from diesel exhaust are considered to be less than significant and no mitigation is required.

4.2.5.6 Operational-Chronic Health Risk Impacts

Threshold	Would the proposed project expose sensitive receptors to substantial pollutant concentrations? For Maximum Individual Cancer Risk, the applicable thresholds are: • An increased cancer risk greater than 10 in 1 million (1.0×10^{-5}) at any receptor location; or For non-cancer chronic hazard indices (HI); the applicable threshold is: • A cumulative increase for any target organ system exceeding 1.0 at any receptor location.

A screening level health risk assessment was performed for the operational emissions associated with the proposed project based on the SCAQMD's *Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis* guidance. The operations expected to occur at this facility will not emit any toxic chemicals in any significant quantity other than vehicle exhaust. While there may be other toxic substances in use on site, compliance with state and federal handling regulations will bring emissions to below a level of significance. Due to the lack of data, precise evaluation of vehicle exhaust impacts is not feasible; however, based on the limited amount of TAC from vehicle exhaust associated with the project operations in relation to background levels, the impact is not expected to be significant.

The nearest existing sensitive receptors are rural residential units located approximately 1,000 feet (ft) to the north along Nandina Avenue. There are also nonconforming residential dwelling units within commercial and industrial uses on property zoned commercial or industrial approximately 0.5 mi southwest of the project site on the south side of Oleander Avenue between Heacock Street and Patterson Avenue. The workers at the nearby commercial and industrial facilities are also considered. Sensitive receptors were placed in a general grid extending in all directions to characterize the risk level surrounding the project site. Meteorological data from the Moreno Valley area were utilized to

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represent the conditions at the project site. Table 4.2.H provides the results of the operational related health risk assessment conducted.

Table 4.2.H: Operational-Related Health Risk Assessment Results (risk per million)

Location	Maximum Cancer Risk	Maximum Noncancer Risk
School 1	0.11	0.000069
School 2	0.79	0.00050
School 3	0.26	0.00016
Nearest Residential to the north	6.6	0.0041
Nearest Residential to the east	5.0	0.0031
Nearest Residential to the south	1.2	0.00074
Workers at facility to the west	4.5	0.0029
SCAQMD Threshold	**10**	**1**
Significant?	**No**	**No**

Source: LSA Associates, March 2012.

As identified in Table 4.2.H, the nearest residences would experience a cancer risk of 6.6 in 1 million, which is below the 10 in 1 million threshold. The nearest residences would also experience a chronic hazard index of 0.0041, which is below the 1.0 threshold. The peak off-site worker cancer risk level is 4.5 in a million, which is also below the 10 in 1 million threshold. Chronic hazard index for the peak off-site worker would be 0.0029, which is below the 1.0 threshold. Since the operational phase of the proposed project would not exceed any of the operational related health risk assessment thresholds, a less than significant impact would occur and no mitigation is required.

4.2.6 Significant Impacts

The following impacts were determined to be potentially significant. In each of the following issues, mitigation measures have been recommended to reduce the significance of the identified impacts.

4.2.6.1 Construction Equipment Exhaust Emissions

Impact 4.2.6.1: *Construction of the proposed project has the potential to exceed applicable daily thresholds that may affect sensitive receptors.*

Threshold	Would the proposed project violate any AAQS or contribute to an existing or projected air quality violation; or expose sensitive receptors to pollutants? For construction operations, the applicable daily thresholds are: - 75 pounds per day of ROC; - 100 pounds per day of NO_X; - 550 pounds per day of CO; - 150 pounds per day of PM_{10}; - 150 pounds per day of SO_X; and - 55 pounds per day of $PM_{2.5}$.

Grading and other construction activities produce combustion emissions from various sources such as site grading, utility engines, on-site heavy-duty construction vehicles, equipment hauling materials to and from the site, asphalt paving, and motor vehicles transporting the construction crew. Exhaust emissions during these construction activities will vary daily as construction activity levels change. The use of construction

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equipment on site would result in localized exhaust emissions. Activity during peak grading days typically generates a greater amount of air pollutants than other project construction activity.

While the actual details of the future construction schedule are not known, it is expected that project construction would occur in four phases: 1) rough grading which includes mass site grading; 2) infrastructure construction which includes underground construction, curb, gutter, sidewalk, subgrade preparation, drop rock, and paving activities; 3) asphalt paving; and 4) building construction and painting. Appendix D-1 of this EIR includes details of the emission factors and other assumptions.

Projected emissions resulting from grading and construction activities for the proposed project are identified in Table 4.2.I, which identifies the estimated maximum daily construction emissions over the course of project construction.

Table 4.2.I: Short-Term Regional Construction Emissions

	Pollutant Emissions (lbs/day)							
Construction Phase	**ROG**	**NO_X**	**CO**	**SO_2**	**Fugitive PM_{10}**	**Exhaust PM_{10}**	**Fugitive $PM_{2.5}$**	**Exhaust $PM_{2.5}$**
Site Preparation	40	386	212	0.53	329	17	4.4	16
Grading	29	272	149	0.36	325	12	1.6	12
Building Construction	13	82	94	0.18	1.8	0.33	0.02	0.32
Architectural Coating	72	3.7	11	0.01	0.2	2.9	0	2.9
Paving	5.95.9	3434	22	0.03	329	17	4.4	16
Peak Day (Phase Overlap)	90	390	210	0.53	329	17	4.4	16
SCAQMD Threshold	**75**	**100**	**550**	**150**	**150**		**55**	
Exceeds Threshold?	**Yes**	**Yes**	**No**	**No**	**Yes**		**No**	

CO = carbon monoxide
CO_2 = carbon dioxide
lbs/day = pounds per day
NO_x = nitrogen oxides
$PM_{2.5}$ = particulate matter less than 2.5 microns in size
PM_{10} = particulate matter less than 10 microns in size
ROG = reactive organic compounds
SO_x = sulfur oxides
SCAQMD = South Coast Air Quality Management District

Source: LSA Associates, Inc., December 2011.

The construction emissions estimates summarized in Table 4.2.I are based on the assumed construction scenario described in the *Air Quality Analysis* prepared for the proposed project. Using emission factors from the SCAQMD *CEQA Air Quality Handbook* and the ARB EMFAC2007 model, Table 4.2.I indicates that construction emissions of criteria pollutants would exceed the SCAQMD daily emission thresholds for ROG from architectural coating, NO_X from diesel exhaust and fugitive PM_{10} during the site preparation and grading phases. It should be noted that site preparation and grading emissions are projected to be higher due to an estimated 220,000 cy of soil import by haul trucks. Although construction of the structure uses different types of equipment on site than during grading periods, similarities do exist in terms of equipment exhaust emissions and fugitive dust emissions. While it is anticipated that total emissions during construction would be below the peak grading day emissions presented in Table 4.2.I, construction emissions of ROG, NOx and PM_{10} would still exceed the SCAQMD daily threshold. This is a significant impact requiring mitigation.

Fugitive dust emissions are generally associated with land clearing and exposure of soils to the air and wind, and cut-and-fill grading operations. Dust generated during construction varies substantially on a project-by-project basis, depending on the level of activity, the specific operations, and weather conditions at the time of construction. Fugitive dust emissions can vary greatly depending on the level of activity, the specific operations taking place, the equipment being operated, local soils, weather conditions, and other factors. The proposed project will be required to comply with SCAQMD Rules

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402 and 403 to control fugitive dust. There are a number of feasible control measures that can be reasonably implemented to significantly reduce PM_{10} emissions from construction.

As identified in Table 4.2.I, fugitive dust emissions (i.e., PM_{10}) during the anticipated peak construction day for the proposed project would exceed SCAQMD daily construction thresholds.

The proposed project is required to comply with regional rules that assist in reducing short-term air pollutant emissions. SCAQMD Rule 402 requires implementation of dust-suppression techniques to prevent fugitive dust from creating a nuisance off site. SCAQMD Rule 403 requires that fugitive dust be controlled with best available control measures so that the presence of such dust does not remain visible in the atmosphere beyond the property line of the emission source. In addition, SCAQMD Rule 403 requires implementation of dust suppression techniques to prevent fugitive dust from creating a nuisance off site. Applicable dust suppression techniques from Rule 403 are summarized below. Implementation of these dust suppression techniques can reduce the fugitive dust generation (and thus the PM_{10} component). Compliance with these rules would reduce impacts on nearby sensitive receptors. The applicable Rule 403 measures are as follows:

- All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 miles per hour per SCAQMD guidelines in order to limit fugitive dust emissions.
- The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.
- The contractor shall ensure that traffic speeds on unpaved roads and project site areas are reduced to 15 miles per hour or less to reduce fugitive dust haul road emissions.

As previously discussed, SCAQMD Rule 1113 regulates the sale and application of architectural coatings. Rule 1113 is applicable to any person who applies or solicits the application of any architectural coating within the Basin. Rule 1113 sets limits on the amount of ROG or VOC emissions allowed for all types of architectural coatings. Compliance with Rule 1113 means that architectural coatings used during construction would have ROG or VOC emissions that comply with these limits.

Mitigation Measures. To facilitate monitoring and compliance, applicable SCAQMD regulatory requirements are restated in the following mitigation. These measures shall be incorporated in all project plans, specifications, and contract documents. Typical mitigation measures identified to reduce the level of emissions of ROG, NO_X, and PM_{10} include the following:

4.2.6.1A Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall place construction equipment staging areas at least 200 feet away from sensitive receptors. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City.

4.2.6.1B Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall utilize power sources (e.g., power poles) or clean-fuel generators. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City.

4.2.6.1C Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall utilize California Air Resources Board (CARB) Tier II Certified equipment or better during the rough/mass grading phase for the following pieces of equipment: rubber-tired dozers and scrapers. Contract

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specifications shall be included in the proposed project construction documents, which shall be reviewed by the City.

4.2.6.1D All clearing, grading, earthmoving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.

4.2.6.1E The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.

4.2.6.1F The contractor shall ensure that traffic speeds on unpaved roads and project site areas are reduced to 15 miles per hour or less to reduce PM_{10} and $PM_{2.5}$ fugitive dust haul road emissions. Speed limit signs (15 mph maximum) shall be posted at entry points to the project site, and along any unpaved roads providing access to or within the project site and/or any unpaved designated on-site travel routes.

4.2.6.1G Groundcover shall be replaced, and/or non-toxic soil stabilizers shall be applied (according to manufacturers' specifications) to any inactive construction areas (previously graded areas inactive for ten days or more).

4.2.6.1H The contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper tune according to manufacturer's specifications and during smog season (May through October) by not allowing construction equipment to be left idling for more than five minutes (per California law).

4.2.6.1I The contractor shall ensure use of low-sulfur diesel fuel in construction equipment as required by the California Air Resources Board (CARB) (diesel fuel with sulfur content of 15 ppm by weight or less).

4.2.6.1J If available, the project applicant shall use "Low-Volatile Organic Compounds" paints, coatings, and solvents with a VOC content lower than required under Rule 1113 (not to exceed 150 grams/liter; 1.25 pounds/gallon). High Pressure Low Volume (HPLV) applications of paints, coatings, and solvents shall be consistent with South Coast Air Quality Management District Rule 1113. Alternatively, the project applicant shall use materials that do not require painting or are pre-painted.

4.2.6.1K Grading plans, construction specifications and bid documents shall also include the following notations:

- Off-road construction equipment shall utilize alternative fuels where feasible e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty;
- Gravel pads shall be provided at all access points to prevent tracking of mud onto public roads;
- Install and maintain trackout control devices at all access points where paved and unpaved access or travel routes intersect;
- The contractor or builder shall designate a person or person(s) to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust off site;
- The contractor or builder shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The contact person shall take corrective action within 24 hours;
- High-pressure injectors shall be provided on diesel construction equipment where feasible;

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- Engine size of construction equipment shall be limited to the minimum practical size;
- Substitute gasoline-powered for diesel powered construction equipment where feasible;
- Use electric construction equipment where feasible;
- Install catalytic converters on gasoline-powered equipment where feasible;
- Ride-sharing program for the construction crew shall be encouraged and shall be supported by contractor(s) via incentives or other inducement;
- Documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs;
- Lunch vendor services shall be provided on site during construction to minimize the need for off-site vehicle trips; and
- All forklifts used during construction and in subsequent operation of the project shall be electric or natural gas powered.

4.2.6.1L Throughout project construction, a construction relations officer/community liaison, appointed by the Applicant, shall be retained on-site. In coordination and cooperation with the City, the construction relations officer/community liaison shall respond to any concerns related to PM_{10} (fugitive dust) generation or other construction-related air quality issues.

4.2.6.1M All project entrances shall be posted with signs which state:

- Truck drivers shall turn off engines when not in use;
- Diesel delivery trucks servicing the project shall not idle for more than three (3) minutes; and
- Telephone numbers of the building facilities manager and CARB, to report violations.

These measures shall be enforced by the on-site facilities manager (or equivalent).

Level of Significance After Mitigation. The implementation of CARB Tier 2 Certified or better equipment would reduce PM_{10} and $PM_{2.5}$ emissions that would otherwise result from off-road equipment in use (e.g., dozers, motor graders, loaders, and excavators); however, emissions of PM_{10} would still exceed established SCAQMD thresholds during construction. It is not possible to quantify the reduction in the amount of NO_x emissions that may occur. During project construction, it is not known specifically what type of on-site equipment will be used (e.g., gasoline- or diesel-powered) therefore, no additional reduction in NO_x emissions were taken. No other feasible mitigation measures have been identified to reduce the construction emissions of NO_x or PM_{10} to a less than significant level. Project-related construction emissions of NO_x and PM_{10} would continue to exceed thresholds. Although implementation of standard Rule 1113 measures will reduce ROG/VOC emissions during application of architectural coatings to 72 pounds per day, which is less than the 75 pounds per day threshold of significance, ROG/VOC emissions are estimated to reach 90 pounds per day due to construction phase overlap. In the absence of feasible mitigation to reduce the proposed project's emission of ROG, NO_x, and PM_{10} to below SCAQMD thresholds, potential air quality impacts resulting from exhaust from construction equipment will remain significant and unavoidable.

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4.2.6.2 Localized Construction Emissions

Impact 4.2.6.2: *Construction of the proposed project has the potential to exceed localized daily thresholds that may affect sensitive receptors.*

Threshold	Would the proposed project violate any AAQS or contribute to an existing or projected air quality violation; or expose sensitive receptors to pollutants? For short-term construction, the applicable localized daily thresholds are: - 11,302 pounds per day of CO; - 550 pounds per day of NO_X; - 126 pounds per day of PM_{10}; and - 53 pounds per day of $PM_{2.5}$.

The SCAQMD has developed an LST methodology that can be used to determine whether or not a project may generate significant adverse localized air quality impacts. LSTs represent the maximum emissions from a project that will not cause or contribute to an exceedance of the most stringent applicable Federal or State ambient air quality standard. These emission levels have been developed based on the ambient concentrations of that pollutant for each source receptor area. The emissions of concern from construction activities are NO_X and CO combustion emissions from construction equipment and fugitive PM_{10} and $PM_{2.5}$ dust from construction site preparation activities.

Table 4.2.J summarizes the results of the modeled localized emissions during peak construction activity. LSTs for the project area as calculated using AERMOD air dispersion modeling and following the SCAQMD LST methodology. The concentration increases shown in Table 4.2.J occur at the sensitive receptors are approximately 300 meters (m) (1,000 ft) from the project site. The LST dispersion analysis details and calculations are included in the Appendix to the Air Quality Study (Appendix D-1).

Table 4.2.J: Modeled Localized Construction Impacts

Pollutant	AAQS	Ambient Concentration	Threshold	Maximum Concentration Increase	Over/(Under)	Adverse Concentration
CO (1-hour)	20 ppm	2.7 ppm	17.3 ppm	3 ppm	(14.3 ppm)	No
CO (8-hour)	9.0 ppm	1.9 ppm	7.1 ppm	1.8 ppm	(5.3 ppm)	No
NO_2 (1-hour)	0.18 ppm	0.092 ppm	0.088 ppm	0.55 ppm	0.46	**Yes**
NO_2 (annual)	0.03 ppm	0.019 ppm	0.011 ppm	0.014 ppm	0.003	No
PM_{10} (24-hour)[a]			10.4 µg/m3	85 µg/m3	74.6 µg/m3	**Yes**
PM_{10} (annual)[a]			1.0 µg/m3	0 µg/m3	(1 µg/m3)	No
$PM_{2.5}$ (24-hour)[a]			10.4 µg/m3	80 µg/m3	69.6 µg/m3	**Yes**

Source: LSA Associates, Inc., March 2012.
a. Since both PM_{10} and $PM_{2.5}$ are in nonattainment, the thresholds are not based on AAQS exceedance, but rather a violation of SCAQMD Rule 403.
AAQS = ambient air quality standards
CO = carbon monoxide
µg/m3 = microgram of pollutant per cubic meter of air
NO2 = nitrogen dioxide
$PM_{2.5}$ = particulate matter less than 2.5 microns in size
PM_{10} = particulate matter less than 10 microns in size
ppm = parts per million
SCAQMD = South Coast Air Quality Management District

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The SCAQMD LST threshold for NO_X is designed to insure that the NO_2 concentrations from project construction emissions added to the ambient NO2 concentrations are below the State AAQS of 180ppb. The emissions rate of NO_X at 97 lbs/day is approximately 18 percent of the LST threshold of 550 lbs/day. Since the federal NO_2 AAQS of 100 ppb is approximately 55 percent of the State NO_2 AAQS of 180 ppb, the construction emissions of NO_X will not result in an exceedance of the federal NO_2 AAQS.

Mitigation Measures. Typical mitigation measures identified to reduce the level of emissions of NOx and PM_{10} have been identified above as **Mitigation Measures 4.2.6.1A** through **4.6.1.M.** The project will also be required to comply with SCAQMD Rule 402 and 403.

Level of Significance After Mitigation. The implementation of CARB Tier 2 Certified or better equipment would reduce PM_{10} and $PM_{2.5}$ emissions that would otherwise result from off-road equipment in use (e.g., dozers, motor graders, loaders, and excavators); however, emissions of PM_{10} would still exceed established SCAQMD thresholds during construction. It is not possible to quantify the reduction in the amount of NO_x emissions that may occur. During project construction, it is not known specifically what type of on-site equipment will be used (e.g., gasoline- or diesel-powered) therefore, no additional reduction in NO_x emissions were taken. No other feasible mitigation measures have been identified to reduce the construction emissions of NO_x or PM_{10} to a less than significant level. Project-related construction emissions of NO_x and PM_{10} would continue to exceed thresholds. In the absence of feasible mitigation to reduce the proposed project's emission of NO_x and PM_{10} to below SCAQMD thresholds, potential air quality impacts resulting from exhaust from construction equipment will remain significant and unavoidable.

4.2.6.3 Long-Term Operational Emissions

Impact 4.2.6.3: *Implementation of the proposed project may occur have the potential to exceed applicable daily thresholds for operational activities.*

Threshold	Would the proposed project violate any AAQS or contribute to an existing or projected air quality violation; or expose sensitive receptors to pollutants? For long-term operations, the applicable daily thresholds are: - 55 pounds of ROC; - 55 pounds of NO_X; - 550 pounds of CO; - 150 pounds of PM_{10}; - 55 pounds of $PM_{2.5}$; and - 150 pounds of SO_X.

Long-term air pollutant emission impacts that would result from the proposed project are those associated with stationary sources and mobile sources involving any project-related change (e.g., emissions from landscape maintenance activities and other facility maintenance operations and the use of motor vehicles by project-generated traffic). The analysis assesses the mobile source emissions generated by vehicles driving to and from the proposed land uses, as well as area source emissions generated by project maintenance operations. Projected emissions resulting from operational activities of the proposed project are identified in Table 4.2.K.

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Table 4.2.K: Summary of Operational Emissions

Source	Pollutant Emissions, lbs/day					
	ROG	NO_X	CO	SO_X	PM_{10}	$PM_{2.5}$
Area Source Emissions[1]	33	0	0	0	0	0
Energy Source Emissions[2]	0.1	0.93	0.78	0.01	0.07	0.07
Mobile Emissions[3]	110	990	830	1.5	170	42
Maximum Daily Emissions	**143**	**990**	**830**	**1.5**	**170**	**42**
SCAQMD Thresholds	**55**	**55**	**550**	**150**	**150**	**55**
Significant?	**Yes**	**Yes**	**Yes**	**No**	**Yes**	**No**

Notes:
1 = Includes emissions of landscape maintenance equipment, consumer products, and architectural coatings emissions.
2 = Includes emissions of natural gas consumption.
3 = Includes emissions of vehicle emissions and fugitive dust related to vehicular traffic.

CO = carbon monoxide
lbs/day = pounds per day
NO_X = nitrogen oxides
$PM_{2.5}$ = particulate matter less than 2.5 microns in size
PM_{10} = particulate matter less than 10 microns in size
VOC = volatile organic compounds
SO_X = sulfur oxides

Source: LSA Associates, Inc., December 2011.

As identified in Table 4.2.K, operational emissions for the proposed project would exceed SCAQMD daily operational thresholds for ROG, NO_X, CO, and PM_{10}. Therefore, project-related long-term air quality impacts for ROG, NO_X, CO, and PM_{10} would be significant and mitigation measures are required.

Mitigation Measures. The following measures have been identified to reduce operational emissions of ROG, NO_X, CO, and PM_{10}:

4.2.6.3A Prior to issuance of the first building permit, building and site plan designs shall ensure that the project's energy efficiencies surpass applicable 2008 California Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and review and approved by the City. Any combination of design features, including but not limited to the following list, may be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent:

- Buildings shall exceed California Title 24 Energy Efficiency performance standards for water heating and space heating and cooling, as deemed acceptable by the City.
- Increase in insulation such that heat transfer and thermal bridging is minimized.
- Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption.
- Incorporate dual-paned or other energy efficient windows.
- Incorporate energy efficient space heating and cooling equipment.
- Interior and exterior energy efficient lighting which exceeds the California Title 24 Energy Efficiency performance standards shall be installed, as deemed acceptable by the City. Automatic devices to turn off lights when they are not needed shall be implemented.
- To the extent that they are compatible with landscaping guidelines established by the City, shade-producing trees, particularly those that shade paved surfaces such as streets and parking lots and buildings shall be planted at the project site.

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- Paint and surface color palette for the project shall emphasize light and off-white colors which reflect heat away from the buildings.
- All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design.
- To reduce energy demand associated with potable water conveyance, the project shall implement the following:
  - Landscaping palette emphasizing drought-tolerant plants;
  - Use of water-efficient irrigation techniques; and,
  - U.S. EPA Certified WaterSense labeled for equivalent faucets, high-efficiency toilets (HETs), and water-conserving shower heads.
- The project shall provide secure, weather-protected, on-site bicycle storage/parking.
- The project shall provide on-site showers (one for males and one for females). Lockers for employees shall be provided.
- The project will establish a Transportation Management Association (TMA). The TMA will coordinate with other TMAs within the City to encourage and coordinate carpooling among building occupants. The TMA will advertise its services to building occupants, and offer transit and/or other incentives to reduce GHG emissions. A plan will be submitted by the TMA to the City within two months of project completion that outlines the measures implemented by the TMA, as well as contact information.
- The project shall provide preferential parking for carpools and vanpool. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to final site plan approval, preferential parking for carpools and vanpools shall be delineated on the project site plan.
- The project shall provide at least two electric vehicle charging stations. Locations and configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, stub outs for charging stations shall be indicated on the project building plans.
- Lease/purchase documents shall identify that tenants are encouraged to promote the following:
  - Implementation of compressed workweek schedules.
  - SmartWay partnership;
  - Achievement of at least 20 percent per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers until it reaches a minimum of 90 percent of all long haul trips carried by SmartWay 1.0 or greater carriers.
  - Achievement of at least 15 percent per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85 percent of all consolidator trips carried by SmartWay 1.0 or greater carriers.
  - Use of fleet vehicles conforming to 2010 air quality standards or better.
  - Installation of catalytic converters on gasoline-powered equipment.

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- Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets.
- Establishment and use of carpool/vanpool programs, complemented by parking fees for single-occupancy vehicles.
- Provision of preferential parking for EV and CNG vehicles.
- Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance.
- Use of electric (instead of diesel or gasoline-powered) yard trucks.
- Use of SmartWay 1.25 rated trucks.

4.2.6.3B The project shall be designed to facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills by providing easily accessible areas that are dedicated to the collection and storage of recyclable materials including: paper, cardboard, glass, plastics, and metals. Locations of proposed recyclable materials collection areas are subject to review and approval by the City. Prior to Final Site Plan approval, locations of proposed recyclable materials collection areas shall be delineated on the project site plan.

It is important to note that in addition to the operational activity mitigation measures identified above, the proposed project would incorporate physical attributes and operational programs that will act to generally reduce operational-source pollutant emissions including GHG emissions. These project characteristics are identified in Section 4.3 (Climate Change and Greenhouse Gas Emissions) of this EIR.

Level of Significance after Mitigation. Even with implementation of the identified mitigation measure, it is not possible to quantify the reduction in the amount of ROG, NO_X, CO, and PM_{10} emissions that may occur with the operation of the proposed project. Despite implementation of mitigation measures, emissions of ROG, NO_X, CO, and PM_{10} would still exceed SCAQMD significance thresholds resulting in a significant and unavoidable operational air quality impact.

4.2.7 Cumulative Impacts

4.2.7.1 Short-Term Air Quality Impacts

The cumulative area for air quality impacts is the Basin. The implementation of the project would contribute criteria pollutants to the area during project construction. A number of individual projects in the area may be under construction simultaneously with the proposed project. Depending on construction schedules and actual implementation of projects in the area, generation of fugitive dust and pollutant emissions during construction would result in substantial short-term increases in air pollutants. However, each project would be required to comply with the SCAQMD's standard construction measures. Therefore, cumulative impacts associated with short-term air quality impacts would be less than significant.

4.2.7.2 CO Hot Spot Impacts

As identified in Section 4.2.5.3, no significant CO hot spot impacts would occur. It is anticipated that CO emissions in the future will decrease with advances in technology. As previously identified, background concentrations in future years are anticipated to continue to decrease as the concerted effort to improve regional air quality progresses. Therefore, CO concentrations in the future years would generally be lower than existing conditions. Based on the analysis, because no CO hot spot

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impacts would occur, it is reasonable to assume that a less than significant cumulative CO impact would occur.

4.2.7.3 Long-Term Regional Air Quality Impacts

Previously identified Table 4.2.K indicates that the long-term operation of the project would contribute to long-term regional air pollutants despite implementation of mitigation measures. The Basin is in nonattainment for NO_X, PM_{10}, $PM_{2.5}$, and ozone at the present time; therefore, the operation of the proposed project would exacerbate nonattainment of air quality standards within the Basin and contribute to adverse cumulative air quality impacts. Implementation of the proposed project would unavoidably contribute to significant long-term cumulative air quality impacts.

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4.3 CLIMATE CHANGE AND GREENHOUSE GAS EMISSIONS

This section analyzes the proposed project's potential climate impacts based on the comprehensive *Greenhouse Gas Emissions and Global Climate Change Study* (LSA Associates, Inc. December 2011) contained in Appendix E to this EIR. This section provides a discussion of global climate change, existing regulations pertaining to global climate change, and an analysis of greenhouse gas (GHG) emissions associated with the proposed project. This analysis examines the short-term construction and long-term operational impacts and evaluates the effectiveness of measures incorporated as part of the project design.

4.3.1 Existing Setting

4.3.1.1 Global Climate Change

Global climate change is the change in average meteorological conditions on the earth with respect to temperature, precipitation, and storms. The Earth's average near-surface atmospheric temperature rose 0.6 ± 0.2 degrees Celsius (°C) (1.1 ± 0.4 °F) in the 20th century. Climate change refers to any significant change in measures of climate such as temperature, precipitation, or wind, lasting for decades or longer (Environmental Protection Agency [EPA], 2007). Climate change may result from:

- Natural factors, such as changes in the sun's intensity or slow changes in the Earth's orbit around the sun;
- Natural processes within the climate system (e.g., changes in ocean circulation); and/or
- Human activities that change the atmosphere's composition (e.g., through burning fossil fuels) and the land surface (e.g., deforestation, reforestation, urbanization, and desertification).

Human activities, such as fossil fuel combustion and land use changes release carbon dioxide (CO_2) and other compounds, cumulatively termed greenhouse gases (GHGs). GHGs are effective in trapping infrared radiation that otherwise would have escaped the atmosphere, thereby warming the atmosphere, the oceans, and earth's surface (EPA, 2007). The prevailing scientific opinion on climate change is that "most of the warming observed over the last 50 years is attributable to human activities."[1] The increased amounts of CO_2 and other GHGs are the primary causes of the human-induced component of warming.

GHGs are present in the atmosphere naturally, released by natural sources, or formed from secondary reactions taking place in the atmosphere. They include CO_2, methane (CH_4), nitrous oxide (N_2O), and ozone (O_3). In the last 200 years, substantial quantities of GHGs have been released into the atmosphere. These extra emissions are increasing GHG concentrations in the atmosphere, enhancing the natural greenhouse effect, which is believed to be causing global warming. While human-made GHGs include CO_2, CH_4, and N_2O, some (like chlorofluorocarbons [CFCs]) are completely new to the atmosphere.

Natural sources of CO_2 include the respiration (breathing) of humans and animals and evaporation from the oceans. Together, these natural sources release approximately 150 billion tonnes[2] of CO_2 each year, far outweighing the 7 billion tonnes of human-made emissions from fossil fuel burning, waste incineration, deforestation, and cement manufacture. Nevertheless, natural removal processes such as photosynthesis by land- and ocean-dwelling plant species cannot keep pace with this extra input of human-made CO_2, and consequently the gas is building up in the atmosphere.[3]

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1 Intergovernmental Panel on Climate Change (IPCC), *Climate Change 2007: The Physical Science Basis*, http://www.ipcc.ch.

2 A tonne means a ton in the metric unit system; it is also called a metric ton. A tonne is 1,000 kilograms, or approximately 2,204 pounds.

3 Enviropedia, http://www.enviropedia.org.uk/Global_Warming/Emissions.php.

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Methane is produced when organic matter decomposes in environments lacking sufficient oxygen. Natural sources include wetlands, termites, and oceans. Human-made sources include the mining and burning of fossil fuels; digestive processes in ruminant animals such as cattle; rice paddies; and the burying of waste in landfills. Total annual emissions of CH_4 are approximately 500 million tonnes, with human-made emissions accounting for the majority. As for CO_2, the major removal process of atmospheric CH_4—chemical breakdown in the atmosphere—cannot keep pace with source emissions, and CH_4 concentrations in the atmosphere are increasing.

Worldwide emissions of GHGs in 2008 were 30.1 billion metric tons of carbon dioxide equivalent (CO_2E).[1] It is important to note that the global emissions inventory data are not all from the same year and may vary depending on the source of the emissions inventory data.[2] Emissions from the top five countries and the European Union accounted for approximately 55 percent of the total global GHG emissions, according to the most recently available data. The United States was the number two producer of GHG emissions. The primary GHG emitted by human activities in the United States was CO_2, representing approximately 84 percent of total GHG emissions. CO_2 from fossil fuel combustion, the largest source of GHG emissions, accounted for approximately 80 percent of the GHG emissions.[3]

In 2009, the United States emitted approximately 6.6 billion metric tons of CO_2e or approximately 25 tons per year (tpy) per person. Of the six major sectors nationwide (electric power industry, transportation, industry, agriculture, commercial, residential) the electric power industry and transportation sectors combined account for approximately 62 percent of the GHG emissions; the majority of the electrical power industry and all of the transportation emissions are generated from direct fossil fuel combustion. Between 1990 and 2006, total United States GHG emissions rose approximately 14.7 percent.[4]

The California ARB is responsible for developing the California Greenhouse Gas Emission Inventory. This inventory estimates the amount of GHGs emitted to and removed from the atmosphere by human activities within the State of California and supports the Assembly Bill (AB) 32 Climate Change Program. The California ARB's current GHG emission inventory covers the years 1990-2008 and is based on fuel use, equipment activity, industrial processes, and other relevant data (e.g., housing, landfill activity, agricultural lands).

According to California ARB emission inventory estimates, California emitted approximately 478 million metric tons of CO_2e emissions in 2008.[5] The year 2008 saw a small decrease in statewide GHG emissions, driven by a noticeable drop in on-road transportation emissions. 2008 also reflects the beginning of the economic recession and fuel price spikes. As the economy recovers, GHG emissions are likely to rise again without other mitigation actions. California's gross emissions of GHG increased 4.3 percent from 458 million metric tons of CO_2e in 2000 to 477.7 million in 2008, with a maximum of 483.9 million in 2004.

During the same period, California's population grew by 11.8 percent from 34.1 to 38.1 million people, and GHG emissions per person decreased from 13.4 to 12.5 metric tons of CO_2e per person. The California ARB estimates that transportation was the source of approximately 36 percent of the State's GHG emissions in 2008, followed by electricity generation at 21 percent. Other sources of GHG emissions were industrial sources at 10 percent, residential and commercial activities at 9 percent, agriculture at 5 percent, and recycling and waste at 2 percent.

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1 United Nations, *The Millennium Development Goals Report 2011,* http://unstats.un.org/unsd/default.htm, accessed July 26, 2011.

2 US Environmental Protection Agency, "Inventory of US Greenhouse Gas Emissions and Sinks 1990–2006," http://www.epa.gov/climatechange/emissions/usinventoryreport.html, 2008.

3 Ibid.

4 U.S. Environmental Protection Agency (EPA). 2011. *Inventory of U.S. Greenhouse Gas Emissions And Sinks: 1990–2009*. http://www.epa.gov/climatechange/emissions/usinventoryreport.html. Accessed July 2011.

5 California ARB, Greenhouse Gas Inventory Data - 2000 to 2008. http:// www.arb.ca.gov/cc/inventory/data/data.htm. Accessed July 2011.

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The California ARB staff has projected statewide unregulated GHG emissions for the year 2020, which represent the emissions that would be expected to occur in the absence of any GHG reduction actions, will be 596 million metric tons (MMT) of CO_2e. GHG emissions from the transportation and electricity sectors as a whole are expected to increase, but remain at approximately 38 percent and 23 percent of total CO_2e emissions, respectively. The industrial sector consists of large stationary sources of GHG emissions and the percentage of the total 2020 emissions is projected to be 17 percent of total CO_2e emissions. The remaining sources of GHG emissions in 2020 are high global warming potential gases at 8 percent, residential and commercial activities at 8 percent, agriculture at 5 percent, and recycling and waste at 1 percent.

4.3.1.2 Effects of Global Climate Change

Effects from global climate change may arise from temperature increases, climate-sensitive diseases, extreme weather events, and air quality. There may be direct temperature effects through increases in average temperature leading to more extreme heat waves and less extreme cold spells. Those living in warmer climates are likely to experience more stress and heat-related problems. Heat-related problems include heat rash and heat stroke. In addition, climate-sensitive diseases may increase, such as those spread by mosquitoes and other disease-carrying insects. Such diseases include malaria, dengue fever, yellow fever, and encephalitis. Extreme events such as flooding and hurricanes can displace people and agriculture. Global warming may also contribute to air quality problems from increased frequency of smog and particulate air pollution. Table 4.3.A lists greenhouse gases, the effects of each greenhouse gas, and sources for each of the greenhouse gases.

Additionally, according to the 2006 California Climate Action Team (CAT) Report,[1] the following climate change effects, which are based on trends established by the United Nations Intergovernmental Panel on Climate Change (IPCC), can be expected in California over the course of the next century:

- A diminishing Sierra snowpack declining by 70 percent to 90 percent, threatening the State's water supply;
- Increasing temperatures from 8 to 10.4 degrees Fahrenheit under the higher emission scenarios, leading to a 25 percent to 35 percent increase in the number of days ozone pollution levels are exceeded in most urban areas;
- Increased vulnerability of forests due to forest fires, pest infestation, and increased temperatures;
- Increased electricity demand, particularly in the hot summer months; and
- Increased ground-level ozone formation due to higher reaction rates of ozone precursors.

4.3.1.3 Existing Greenhouse Gas Emissions

The project site is currently vacant, and therefore does not generate emissions.

[1] California Environmental Protection Agency, *Climate Action Team Report to Governor Schwarzenegger and the Legislature*, March 2006.

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Table 4.3.A: Greenhouse Gas Properties, Effects, and Sources

Constituent	Description and Physical Properties	Health Effects	Sources
Water Vapor	Water vapor (H_2O) is the most abundant, important, and variable greenhouse gas in the atmosphere. Water vapor is not considered a pollutant; in the atmosphere it maintains a climate necessary for life. Changes in its concentration are primarily considered to be a result of climate feedbacks related to the warming of the atmosphere rather than a direct result of industrialization.	There are no health effects from water vapor. When some pollutants come in contact with water vapor, they can dissolve and then the water vapor can be a transport mechanism to enter the human body.	The main source of water vapor is evaporation from the oceans (approximately 85%). Other sources include evaporation from other water bodies, sublimation (change from solid to gas) from sea ice and snow, and transpiration from plant leaves.
Carbon Dioxide	Carbon dioxide (CO_2) is an odorless, colorless natural greenhouse gas.	Outdoor levels of carbon dioxide are not high enough to result in negative health effects.	Carbon dioxide is emitted from natural and anthropocentric (human) sources. Natural sources include the following: decomposition of dead organic matter; respiration of bacteria, plants, animals, and fungus; evaporation from oceans; and volcanic outgassing. Anthropogenic sources are from burning coal, oil, natural gas, and wood.
Methane	Methane (CH_4) is an extremely effective absorber of radiation, though its atmospheric concentration is less than carbon dioxide and its lifetime in the atmosphere is brief (10–12 years) compared to other greenhouse gases.	There are no health effects from methane.	Methane has both natural and anthropogenic sources. It is released as part of the biological processes in low oxygen environments, such as in swamplands or in rice production (at the roots of the plants). Over the last 50 years, human activities such as growing rice, raising cattle, using natural gas, and mining coal have added to the atmospheric concentration of methane. Other anthropocentric sources include fossil-fuel combustion and biomass burning.
Nitrous Oxide	Nitrous oxide (N_2O), also known as laughing gas, is a colorless greenhouse gas.	Nitrous oxide can cause dizziness, euphoria, and sometimes slight hallucinations. In small doses it is harmless. In some cases, heavy and extended use can cause Olney's Lesions (brain damage).	Concentrations of nitrous oxide also began to rise at the beginning of the industrial revolution. In 1998, the global concentration was 314 ppb. Nitrous oxide is produced by microbial processes in soil and water, including those reactions which occur in fertilizer containing nitrogen. In addition to agricultural sources, some industrial processes (fossil fuel-fired power plants, nylon production, nitric acid production, and vehicle emissions) also contribute to its atmospheric load. It is used as an aerosol spray propellant, e.g., in whipped cream bottles. It is also used in potato chip bags to keep chips fresh. It is used in rocket engines and in race cars.
Chloro-fluorocarbons	Chlorofluorocarbons (CFCs) are gases formed synthetically by replacing all hydrogen atoms in methane or ethane (C_2H_6) with chlorine and/or fluorine atoms. CFCs are nontoxic, nonflammable, insoluble, and chemically unreactive in the troposphere (the level of air at the earth's surface).	In confirmed indoor locations, working with CFC-113 or other CFCs is thought to have resulted in death by cardiac arrhythmia (heart frequency too high or too low) or asphyxiation.	CFCs have no natural source, but were first synthesized in 1928. They were used for refrigerants, aerosol propellants, and cleaning solvents. Due to the discovery that they are able to destroy stratospheric ozone, a global effort to halt their production was undertaken and was extremely successful, so much so that levels of the major CFCs are now remaining level or declining. However, their long atmospheric lifetimes mean that some of the CECs will remain in the atmosphere for over 100 years.
Hydro-fluorocarbons	Hydrofluorocarbons (HFCs) are synthetic man-made chemicals that are used as a substitute for CFCs. Out of all the greenhouse gases, they are one of three groups with the highest global warming potential. Prior to 1990, the only significant emissions were HFC-23. HFC-134a use is increasing due to its use as a refrigerant.	None.	HFCs are man made for applications such as automobile air conditioners and refrigerants.
Per-fluorocarbons	Perfluorocarbons (PFCs) have stable molecular structures and do not break down through the chemical processes in the lower atmosphere. Because of this, PFCs have very long lifetimes, between 10,000 and 50,000 years. Two common PFCs are tetrafluoromethane (CF_4) and hexafluoroethane (C_2F_6).	None.	The two main sources of PFCs are primary aluminum production and semiconductor manufacture.
Sulfur Hexafluoride	Sulfur hexafluoride (SF_6) is an inorganic, odorless, colorless, nontoxic, nonflammable gas. It also has the highest GWP of any gas evaluated, 23,900. Concentrations in the 1990's were about 4 ppt.	In high concentrations in confined areas, the gas presents the hazard of suffocation because it displaces the oxygen needed for breathing.	Sulfur hexafluoride is used for insulation in electric power transmission and distribution equipment, in the magnesium industry, in semiconductor manufacturing, and as a tracer gas for leak detection.
Aerosols	Aerosols are particles emitted into the air through burning biomass (plant material) and fossil fuels. Aerosols can warm the atmosphere by absorbing and emitting heat and can cool the atmosphere by reflecting light. Cloud formation can also be affected by aerosols.	Similar health effects associated with particulate matter.	Sulfate aerosols are emitted when fuel containing sulfur is burned. Another source of aerosols (in the form of black carbon or soot) is the result of incomplete combustion or the incomplete burning of fossil fuels. Although particulate matter regulation has been lowering aerosol concentrations in the United States, global concentrations are likely increasing as a result of other sources around the world.

Source: LSA Associates, August 2011

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4.3.2 Regulatory Setting

4.3.2.1 Federal Regulations/Standards

Energy Policy and Conservation Act. The Energy Policy and Conservation Act of 1975 sought to ensure that all vehicles sold in the U.S. would meet certain fuel economy goals. Through this Act, Congress established the first fuel economy standards for on-road motor vehicles in the U.S. Pursuant to the Act, the National Highway Traffic and Safety Administration (NHTSA), which is part of the U.S. Department of Transportation (USDOT), is responsible for establishing additional vehicle standards and for revising existing standards. Since 1990, the fuel economy standard for new passenger cars has been 27.5 miles per gallon (mpg). Since 1996, the fuel economy standard for new light trucks (gross vehicle weight of 8,500 pounds or less) has been 20.7 mpg. The Corporate Average Fuel Economy (CAFE) program, administered by the Environmental Protection Agency (EPA), was created to determine vehicle manufacturers' compliance with the fuel economy standards. The EPA calculates a CAFE value for each manufacturer based on city and highway fuel economy test results and vehicle sales. Based on the information generated under the CAFE program, the USDOT is authorized to assess penalties for noncompliance.

Energy Policy Act of 1992. The Energy Policy Act (EPAct) of 1992 was passed to reduce the country's dependence on foreign petroleum and improve air quality. EPAct includes several parts intended to build an inventory of alternative fuel vehicles (AFVs) in large, centrally fueled fleets in metropolitan areas. EPAct requires certain Federal, State, and local governments and private fleets to purchase a percentage of light-duty AFVs capable of running on alternative fuels each year. In addition, financial incentives are also included in EPAct. Federal tax deductions will be allowed for businesses and individuals to cover the incremental cost of AFVs. States are also required by the act to consider a variety of incentive programs to help promote AFVs.

Energy Policy Act of 2005. The Energy Policy Act of 2005 includes provisions for renewed and expanded tax credits for electricity generated by qualified energy sources, such as landfill gas; provides bond financing, tax incentives, grants, and loan guarantees for clean renewable energy and rural community electrification; and establishes a Federal purchaser requirement for renewable energy.

Federal Regulation of Climate Change. Climate change and GHG reduction are also concerns at the Federal level; however, at this time, no Federal legislation or regulations have been enacted specifically addressing GHG emissions reductions and climate change. California, in conjunction with several environmental organizations and several other states, sued to force the EPA to regulate GHG as a pollutant under the Clean Air Act (*Massachusetts vs. Environmental Protection Agency et al.*, 549 U.S. 497 (2007). The court ruled that GHG does fit within the Clean Air Act's definition of a pollutant, and that the EPA does have the authority to regulate GHG. Despite the Supreme Court ruling, there are no promulgated Federal regulations to date limiting GHG emissions.

On December 7, 2009, the EPA Administrator signed two distinct findings regarding greenhouse gases under Section 202(a) of the Clean Air Act:

- *Endangerment Finding:* The Administrator finds that the current and projected concentrations of the six key well-mixed greenhouse gases—carbon dioxide (CO_2), methane (CH_4), nitrous oxide (N_2O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulfur hexafluoride (SF_6)—in the atmosphere threaten the public health and welfare of current and future generations.
- *Cause or Contribute Finding:* The Administrator finds that the combined emissions of these well-mixed greenhouse gases from new motor vehicles and new motor vehicle engines contribute to the greenhouse gas pollution which threatens public health and welfare.

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These findings do not themselves impose any requirements on industry or other entities. However, this action is a prerequisite to finalizing the EPA's proposed greenhouse gas emission standards for light-duty vehicles, which were jointly proposed by EPA and the Department of Transportation's National Highway Safety Administration on September 15, 2009.[1]

4.3.2.2 State Regulations/Standards

California Code of Regulations Title 24, Part 6. Enacted in 1978, this part of the California Code established energy efficiency standards for residential and nonresidential buildings in response to a legislative mandate to reduce California's energy consumption. These standards are updated periodically to allow consideration and possible incorporation of new energy efficiency technologies and methods. The most recent standards were adopted and went into effect January 1, 2010.[2] Such standards include the provision of cool roofs, demand control ventilation, skylights for day-lighting in buildings, thermal breaks for metal building roofs, and lighting power limits. These standards are expected to reduce the growth in electricity use of residential and non-residential buildings. Continual updates to Title 24 along with the State's implementation of AB 1493 and SB 1368 will have a major impact on the State's attainment of the AB 32 goals.

California Code of Regulations Title 24, Part 11. This part of the California Code is known as the California Green Building Standards Code (CALGreen Code) and was enacted to improve public health, safety, and general welfare by enhancing the design and construction of buildings through the use of building concepts with positive environmental impacts and through encouragement of sustainable construction practices. The CALGreen Code is not intended to substitute or be identified as meeting the certification requirements of any green building program that is not established and adopted by the California Building Standards Commission (CBSC). This update to Part 11 of Title 24 of the California Code of Regulations was effective January 1, 2011.

California Code of Regulations Titles 14 and 27. These parts of the California Code require energy efficient practices as part of solid and hazardous waste handling and disposal.

Assembly Bill 4420 (AB 4420). The State of California has been studying the impacts of climate change since 1988, when AB 4420 was approved. This legislation directed the California Energy Commission (CEC), in consultation with the CARB and other agencies, to study the implications of global warming on California's environment, economy, and water supply. The CEC was also directed to prepare and maintain the State's inventory of GHG emissions.

Assembly Bill 1493 (AB 1493). In 2002, Governor Grey Davis signed AB 1493 which required the CARB to develop and adopt, by January 1, 2005, regulations that achieve "the maximum feasible reduction of greenhouse gases emitted by passenger vehicles and light-duty truck and other vehicles determined by the CARB to be vehicles whose primary use is noncommercial personal transportation in the State."

Executive Order S-3-05. Executive Order S-3-05 was signed by Governor Schwarzenegger in 2005 proclaiming California is vulnerable to the impacts of climate change. It states that increased temperatures could reduce the Sierra Nevada's snowpack, worsen California's air quality problems, and potentially cause a rise in sea levels. The Executive Order establishes total GHG emission

[1] http://www.epa.gov/climatechange/endangerment.html.
[2] *Nonresidential Compliance Manual for California's 2008 Energy Efficiency Standards*, California Energy Commission, effective January 1, 2010, http://www.energy.ca.gov/title24/2008standards/index.html, website accessed on March 4, 2010.

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targets including emissions reductions to the 2000 level by 2010, and the 1990 level by 2020, and to 80 percent below the 1990 level by 2050.

Assembly Bill 32 (AB 32). In September 2006, Governor Schwarzenegger signed Assembly Bill 32 (AB 32), the California Global Warming Solutions Act of 2006. AB 32 directs the CARB to implement regulations for a cap on sources or categories of sources of GHG emissions. The bill requires that the CARB develop regulations to reduce emissions with an enforcement mechanism to ensure that the reductions are achieved, and to disclose how it arrives at the cap. It also includes conditions to ensure businesses and consumers are not unfairly affected by reductions.

AB 32 requires the CARB to:

- Adopt a list of discrete early action measures by July 1, 2007, that can be implemented before January 1, 2010;
- Establish a statewide GHG emissions cap for 2020 based on 1990 emissions and adopt mandatory reporting rules for significant sources of GHG by January 1, 2008;
- Indicate how emission reductions will be achieved from significant GHG sources via regulations, market mechanisms and other actions by January 1, 2009; and
- Adopt regulations by January 1, 2011, to achieve the maximum technologically feasible and cost-effective reductions in GHG, including provisions for using both market mechanisms and alternative compliance mechanisms.

AB 32 codifies Executive Order S-3-05's[1] year 2020 goal by requiring that statewide GHG emissions be reduced to 1990 levels by the year 2020. This reduction will be accomplished through an enforceable statewide cap on GHG emissions that will be implemented no later than January 1, 2012. To effectively implement the cap, AB 32 directs the CARB to develop appropriate regulations and establish a mandatory reporting system to track and monitor global warming emissions levels.

Senate Bill 1368 (SB 1368). In September 2006, Governor Arnold Schwarzenegger signed Senate Bill 1368, which calls for the adoption of a GHG performance standard for in-State and imported electricity generators to mitigate climate change. On January 25, 2007, the California Public Utilities Commission adopted an interim GHG emission s performance standard. This standard is a facility-based emissions standard requiring all new long-term commitments for baseload generation to serve California consumers with power plants that have emissions no greater than a combined cycle gas turbine plant. The established level is 1,100 pounds of CO_2 per megawatt-hour.

Executive Order S-01-07. Executive Order S-01-07 was signed by Governor Schwarzenegger on January 18, 2007 mandating a statewide goal to reduce the carbon intensity of California's transportation fuel by at least ten percent by 2020. The order also requires that a California specific Low Carbon Fuel Standard be established for transportation fuels.

Senate Bill 97 (SB 97). Senate Bill 97 was approved on August 25, 2007, to address GHG analysis under CEQA. This legislation mandates that the Office of Planning and Research (OPR) prepare and submit guidelines to the California Resource Agency (CRA) for the mitigation of GHG emissions and their effects by July 1, 2009, and their adoption by January 1, 2010. This legislation does not provide for any guidance for non-exempted projects in the interim period between the passage of SB 97 and the adoption of guidelines by the OPR.

[1] Executive Order S-3-05 establishes greenhouse gas emission reduction targets for California.

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As directed by SB 97, the Natural Resources Agency adopted Amendments to the CEQA Guidelines for greenhouse gas emissions on December 30, 2009. On February 16, 2010, the Office of Administrative Law approved the Amendments, and filed them with the Secretary of State for inclusion in the California Code of Regulations. The Amendments became effective on March 18, 2010. Proposed changes to the guidelines included new questions in Appendix G regarding Greenhouse Gas Emissions and major changes to the Transportation/Traffic checklist questions (Appendix A-3, CEQA Guidelines changes).

Senate Bill 375. SB 375 was signed into law on October 1, 2008. SB 375 provides emissions-reduction goals around which regions can plan, integrating disjointed planning activities, and provides incentives for local governments and developers to follow new conscientiously planned growth patterns.

Senate Bill 1078 (SB 1078), Senate Bill 107 (SB 107), Executive Order S-14-08, and Senate Bill X1-2 (SB X1-2). Established in 2002 SB 1078 (Chapter 516, Statutes of 2002) requires retail sellers of electricity, including investor-owned utilities and community choice aggregators, to provide at least 20 percent of their supply from renewable sources by 2017. Established in 2006, SB 107 (Chapter 464, Statutes of 2006) accelerated this requirement to the year 2010. In November 2008 Governor Schwarzenegger signed Executive Order S-14-08, which expanded the State's renewable energy standard from 20 percent to 33 percent by the year 2020. In an effort to codify the 33 percent by 2020 goal, SB X1-2 was signed by Governor Edmund G. Brown Jr. in April 2011 preempting the California Air Resources Boards' 33 percent Renewable Electricity Standard which applies to all electricity retailers in the State including publicly owned utilities (POUs), investor-owned utilities, electricity service providers, and community choice aggregators. All of these entities must adopt the new goals of 20 percent of retails sales from renewables by the end of 2013, 25 percent by the end of 2016, and the 33 percent requirement being met by the end of 2020.

4.3.2.3 Regional Regulations

As stated above, SB 375 took effect in 2009 and required regional municipal planning organizations to develop regional land use plans that demonstrate how the regions will achieve compliance with the GHG reduction goals of AB 32. Cities located within these regions are then required, in turn, to update their General Plans in accordance with the regional plans. Non-compliance with SB 375 will result in transportation funds being withheld from the regional and/or local agency. To date, the regional municipal planning organization for Riverside County (the Western Riverside Council of Governments, or WRCOG) has not adopted a regional plan that is in compliance with SB 375.

4.3.2.4 City of Moreno Valley General Plan Policies

Although the City of Moreno Valley General Plan does not include any specific GHG or climate change policies or goals, a number of the goals, objectives, policies, and programs identified in the air quality (Chapter 6 – Safety) and energy (Chapter 7 – Conservation) elements will result in an indirect reduction in GHG emissions through reductions in vehicle trips, vehicle miles traveled, and energy use. The specific policies of the General Plan that are relevant to the proposed project are as follows:

Air Quality Chapter:

Objective 6.6: Promote land use patterns that reduce daily automotive trips and reduce trip distance for work, shopping, school, and recreation.

> **Policy 6.6.1:** Provide sites for new neighborhood commercial facilities within close proximity to the residential areas they serve.

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Policy 6.6.2: Provide multi-family residential development sites in close proximity to neighborhood commercial centers in order to encourage pedestrian instead of vehicular travel.

Policy 6.6.3: Locate neighborhood parks in close proximity to the appropriate concentration of residents in order to encourage pedestrian and bicycle travel to local recreation areas.

Objective 6.7: Reduce mobile and stationary source air pollution emissions.

Policy 6.7.1: Cooperate with regional efforts to establish and implement regional air quality strategies and tactics.

Policy 6.7.2: Encourage the financing and construction of park-and-ride facilities.

Policy 6.7.3: Encourage express transit service from Moreno Valley to the greater metropolitan areas of Riverside, San Bernardino, Orange, and Los Angeles Counties.

Policy 6.7.4: Locate heavy industrial and extraction facilities away from residential areas and sensitive receptors.

Policy 6.7.5: Require grading activities to comply with the South Coast Air Quality Management District's (SCAQMD) Rule 403 regarding the control of fugitive dust.

Policy 6.7.6: Require building construction to comply with the energy conservation requirements of Title 24 of the California Administrative Code.

Conservation Chapter

Energy Objective 7.5: Encourage efficient use of energy resources.

Policy 7.5.1: Encourage building, site design, and landscaping techniques that provide passive heating and cooling to reduce energy demand.

Policy 7.5.2: Encourage energy efficient modes of transportation and fixed facilities, including transit, bicycle, equestrian, and pedestrian transportation. Emphasize fuel efficiency in the acquisition and use of City-owned vehicles.

Policy 7.5.3: Locate areas planned for commercial, industrial and multiple family density residential development within areas of high transit potential and access.

Policy 7.5.4: Encourage efficient energy usage in all city public buildings.

Policy 7.5.5: Encourage the use of solar power and other renewable energy systems.

4.3.3 Methodology

Bearing in mind that CEQA does not require "perfection" but instead "adequacy, completeness, and a good faith effort at full disclosure," the analysis is based on methodologies and information available at the time this EIR was prepared. Estimation of GHG emissions in the future does not account for changes in technology that may reduce such emissions; therefore, the estimates are based on past performance and represent a scenario that is worse than that which is likely to be encountered. Additionally, as explained in greater detail below, many uncertainties exist regarding the precise relationship between specific levels of GHG emissions and the ultimate impact on global climate. Significant uncertainties also exist regarding the reduction potential of mitigation strategies. Thus,

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while information is presented below to assist the public and the City's decision-makers in understanding the project's potential contribution to global climate change impacts, the information available to the City is not sufficiently detailed to allow a direct comparison between particular project characteristics and particular climate change impacts, nor between any particular proposed mitigation measure and any reduction in climate change impacts.

The recommended approach for GHG analysis included in the State of California Office of Planning and Research's (OPR's) June 2008 release is to: (1) identify and quantify GHG emissions, (2) assess the significance of the impact on climate change, and (3) if significant, identify alternatives and/ or mitigation measures to reduce the impact below a level of significance.[1] Neither the CEQA statute nor Guidelines prescribe quantitative thresholds of significance or a particular methodology for performing an impact analysis; as with most environmental topics, significance criteria are left to the judgment and discretion of the lead agency.

The June 2008 OPR guidance provides some additional direction regarding planning documents as follows: "CEQA can be a more effective tool for GHG emissions analysis and mitigation if it is supported and supplemented by sound development policies and practices that will reduce GHG emissions on a broad planning scale and that can provide the basis for a programmatic approach to project-specific CEQA analysis and mitigation. For local government lead agencies, adoption of general plan policies and certification of general plan EIRs that analyze broad jurisdiction-wide impacts of GHG emissions can be part of an effective strategy for addressing cumulative impacts and for streamlining later project-specific CEQA reviews."

Pursuant to SB 97, the OPR is in the process of developing guidelines for analysis of the effects of GHG emissions. As part of this process, the OPR has asked CARB technical staff to recommend Statewide interim thresholds of significance for GHGs. The CARB released a preliminary draft staff proposal in October 2008 that included initial suggestions for significance criteria related to industrial, commercial, and residential projects.

In March 2010, *CEQA Guidelines* amendments were adopted and include the following direction regarding determination of significant impacts from GHG emissions (Section 15064.4):

(a) The determination of the significance of greenhouse gas emissions calls for a careful judgment by the lead agency consistent with the provisions in Section 15064. A lead agency should make a good-faith effort, based on available information, to describe, calculate or estimate the amount of greenhouse gas emissions resulting from a project. A lead agency shall have discretion to determine, in the context of a particular project, whether to:

   (1) Use a model or methodology to quantify greenhouse gas emissions resulting from a project, and which model or methodology to use. The lead agency has discretion to select the model it considers most appropriate provided it supports its decision with substantial evidence. The lead agency should explain the limitations of the particular model or methodology selected for use; or

   (2) Rely on a qualitative analysis or performance based standards.

(b) A lead agency may consider the following when assessing the significance of impacts from greenhouse gas emissions on the environment:

   (1) The extent to which the project may increase or reduce greenhouse gas emissions as compared to the existing environmental setting.

   (2) Whether the project emissions exceed a threshold of significance that the lead agency determines applies to the project.

[1] State of California, 2008. Governor's Office of Planning and Research. *CEQA and Climate Change: Addressing Climate Change through California Environmental Quality Act Review*. June 19.

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(3) The extent to which the project complies with regulations or requirements adopted to implement a statewide, regional, or local plan for the reduction or mitigation of greenhouse gas emissions. Such regulations or requirements must be adopted by the relevant public agency through a public review process and must include specific requirements that reduce or mitigate the project's incremental contribution of greenhouse gas emissions. If there is substantial evidence that the possible effects of a particular project are still cumulatively considerable notwithstanding compliance with the adopted regulations or requirements, an EIR must be prepared for the project.

CEQA Guidelines Section 15064(b) provides that the "determination of whether a project may have a significant effect on the environment calls for careful judgment on the part of the public agency involved, based to the extent possible on scientific and factual data," and further, states that an "ironclad definition of significant effect is not always possible because the significance of an activity may vary with the setting."

On February 3, 2011 the SCAQMD released the California Emissions Estimator Model (CalEEMod) Emissions Inventory Model. The purpose of this new model is to more accurately calculate air quality and GHG emissions from direct and indirect sources and quantify applicable air quality and GHG reductions achieved from mitigation measures. The latest version of CalEEMod was utilized to calculate GHG emissions from the following source categories: construction, area, energy, mobile, waste, and water.

In addition, on September 28, 2010, the SCAQMD proposed the following draft-tiered interim GHG significance threshold for development projects:

Tier 1 consists of evaluating whether or not the project qualifies for any applicable exemption under CEQA. If the project qualifies for an exemption, no further action is required. If the project does not qualify for an exemption, then it would move to the next tier.

Tier 2 consists of determining whether or not the project is consistent with a GHG reduction plan that may be part of a local general plan, for example. The concept embodied in this tier is equivalent to the existing consistency determination requirements in CEQA Guidelines Sections 15064(h)(3), 15125(d), or 15152(a). The GHG reduction plan must, at a minimum, comply with AB 32 GHG reduction goals; include an emissions inventory agreed upon by either ARB or the SCAQMD, have been analyzed under CEQA and have a certified Final CEQA document, and have monitoring and enforcement components. If the proposed project is consistent with the qualifying local GHG reduction plan, it is not significant for GHG emissions. If the project is not consistent with a local GHG reduction plan, there is no approved plan, or the GHG reduction plan does not include all of the components described above, the project would move to Tier 3.

Tier 3 establishes a screening significance threshold level to determine significance using a 90 percent GHG emission capture rate. The 90 percent capture rate GHG significance screening level in Tier 3 for stationary sources was derived using the following methodology. Using the SCAQMD's Annual Emission Reporting (AER) Program, the reported annual natural gas consumption for 1,297 permitted facilities for 2006 through 2007 was compiled and the facilities were rank-ordered to estimate the 90 th percentile of the cumulative natural gas usage for all permitted facilities. Approximately 10 percent of facilities evaluated comprise more than 90 percent of the total natural gas consumption, which corresponds to 10,000 metric tons of CO_2 equivalent emissions per year ($MTCO_2e/yr$) (the majority of combustion emissions comprise CO_2). SCAQMD suggested the following GHG screening thresholds: Industrial (when SCAQMD is the Lead Agency): 10,000 tpy CO_2e; Residential: 3,500 tpy CO_2e; Commercial: 1,400 tpy CO_2e; Mixed-use: 3,000 tpy CO_2e. If a project's GHG emissions exceed the GHG screening threshold, the project would move to Tier 4.

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Tier 4 establishes a decision tree approach that includes compliance options for projects that have incorporated design features into the project and/or implement GHG mitigation measures. For 2020, the Efficiency Target (2020 Targets) are as follows:

- 4.8 mt CO_2e per SP for project level threshold (land use emissions only) and total residual emissions not to exceed 25,000 million tons per year (mty) CO_2e
- 6.6 mt CO_2e per SP for plan level threshold (all sectors)

For 2035, the Efficiency Target (2035 Targets) are as follows:

- 3.0 mt CO_2e per SP for project level threshold
- 4.1 mt CO_2e per SP for plan level threshold

If a project fails to meet any of these emissions efficiency targets, the project would move to Tier 5.

Tier 5 would require projects that implement off-site GHG mitigation that includes purchasing offsets to reduce GHG emission impacts to purchase sufficient offsets for the life of the project (30 years) to reduce GHG emissions to less than the applicable GHG screening threshold level.

This analysis analyzes whether the project's GHG emissions should be considered cumulatively significant based on the following:

- Hinder attainment of the State's goals of reducing GHG emissions to 1990 levels by 2020, as stated in the Global Warming Solutions Act of 2006. A project may be considered to help attainment of the State's goals by being consistent with an adopted State wide 2020 GHG emissions limit or the plans, programs, and regulations adopted to implement the Global Warming Solutions Act of 2006.
- Fail to achieve increased energy efficiency or reduce overall GHG emissions from an existing facility.
- Significantly increase the consumption of fuels or other energy resources, especially fossil fuels that contribute to GHG emissions when consumed.

The analysis uses compliance with AB 32, considered a "previously approved mitigation program," as set forth in the CEQA Guidelines §15064(h)(3), to determine if the project's incremental contribution of GHGs is a cumulatively considerable contribution to global climate change. The OPR's proposed draft amendment to Section 15064.7 of the CEQA Guidelines reinforces the use of this approach. CEQA Guideline Section 15064(h)(3) states three main conditions that a plan must meet to be sufficient for use as a basis for determining significance of GHG emissions. The plan must:

1. Be "a previously approved plan or mitigation program";
2. Provide "specific requirements that will avoid or substantially lessen the cumulative problem"; and
3. Be specified in law or adopted by the public agency with jurisdiction over the affected resources through a public review process to implement, interpret, or make specific the law enforced or administered by the public agency.

AB 32 meets conditions one and three provided above. Accordingly, in addition to determining whether the project's GHG emissions exceed the SCAQMD's interim industrial section stationary source threshold, to determine the significance of the project GHG emission impact on climate change, consistency or inconsistency with the reduction targets in AB 32 is also evaluated. To do so, project features that implement specific reduction measures identified in the rules and regulations that implement AB 32 were evaluated.

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4.3.4 Thresholds of Significance

Based on Appendix G of the *CEQA Guidelines*, climate change/greenhouse gas emissions impacts would occur if the proposed project would:

- Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment; and/or
- Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases.

Global climate change may result in significant adverse effects to the environment that will be experienced worldwide, with some specific effects observed in California. AB 32 requires statewide GHG emissions reductions to 1990 levels by 2020. Although these statewide reductions are now mandated by law, no generally applicable GHG emission threshold has yet been established.

State CEQA Guidelines Section 15064(b) provides that "…the determination of whether a project may have a significant effect on the environment calls for careful judgment on the part of the public agency involved, based to the extent possible on scientific and factual data," and further, that an "iron clad definition of significant effect is not always possible because the significance of an activity may vary with the setting." The *State CEQA Guidelines* further indicate that even when thresholds are established, they may include "identifiable quantitative, qualitative or performance level of a particular environmental effect" (*State CEQA Guidelines*, Section 15064.7).

Some policymakers and regulators suggest that a zero emissions threshold would be appropriate when evaluating GHGs and their potential effect on climate change. Such a rule appears inconsistent with the State's approach to mitigation of climate change impacts. AB 32 does not prohibit all new GHG emissions; rather, it requires a reduction in Statewide emissions to a given level. Thus, AB 32 recognizes that GHG emissions will continue to occur; increases will result from certain activities, but reductions must occur elsewhere.

Individual projects incrementally contribute toward the potential for global climate change on a cumulative basis in concert with all other past, present, and probable future projects. While individual projects are unlikely to measurably affect global climate change, each of these projects incrementally contributes toward the potential for global climate change on a cumulative basis, in concert with all other past, present, and probable future projects. This analysis analyzes whether the project's emissions should be considered cumulatively significant.

In order to evaluate the significance of a proposed project's environmental impacts related to GHG emissions, it is necessary to identify quantitative or qualitative thresholds which, if exceeded, would constitute a finding of significance. As previously described, while project-related GHG emissions can be estimated the direct impact of such emissions on climate change and global warming cannot be determined on the basis of available science. There is no evidence at this time that the proposed project would directly affect global climate change. SCAQMD has adopted a quantitative GHG emission significance threshold to assess direct impacts from industrial projects where SCAQMD is the lead agency. SCAQMD and other air quality agencies agree that GHG and climate change should be assessed as a potentially significant cumulative impact rather than a project-specific impact. SCAQMD is considering the adoption of a numeric plan-level efficiency target of 6.6 $MTCO_2E$ per service population.

Currently, there is no adopted threshold of significance for determining the cumulative significance of a project's GHG emissions on global climate change. In the most recent IPCC Assessment Report (IPCC 2007b, Synthesis Report), the IPCC acknowledges that man-made warming and sea level rise would continue for centuries due to the time scales associated with climate processes and feedback even if GHG concentration were to be stabilized. The IPCC further found that both past and future man-made CO_2 emissions will continue to contribute to warming and sea level rise for more than a

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millennium, due to the time scales required for the removal of CO_2 from the atmosphere. Furthermore, the IPCC assessment noted that the definition of what is a dangerous man-made interference with the climate system and, consequently, the limits to be set for policy purposes are complex tasks that can only be partially based on science, as such definitions inherently involve normative judgments (IPCC 2007b – Working Group III).

Based on the information presented above, for the purpose of this analysis implementation of the proposed project may have a significant adverse impact on GHG emissions if it would result in any of the following:

- Generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment based on any applicable threshold of significance.
- Conflict with any applicable plan, policy, or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases.

4.3.5 Less than Significant Impacts

The following impacts were determined to be less than significant. For each of the following issues either no impact would occur (therefore, no mitigation would be required) or adherence to established regulations, standards and policies would reduce potential impacts to a less than significant level.

4.3.5.1 Greenhouse Gas Plan, Policy, Regulation Consistency

Threshold	Would the proposed project conflict with any applicable plan, policy, or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases?

The CAT and the CARB have developed several reports to achieve the Governor's GHG targets that rely on voluntary actions of California businesses, local government and community groups, and State incentive and regulatory programs. These include the CAT's 2006 "Report to Governor Schwarzenegger and the Legislature," the CARB's 2007 "Expanded List of Early Action Measures to Reduce Greenhouse Gas Emissions in California," and the CARB's "Climate Change Proposed Scoping Plan: a Framework for Change."

The reports identify strategies to reduce California's emissions to the levels proposed in Executive Order S-3-05 and AB 32 (i.e., 29 percent below existing "business as usual" emissions) that are applicable to proposed project. Table 4.3.B presents the applicable Recommended Actions (qualitative measures) identified to date by CARB in its Climate Change Proposed Scoping Plan and whether or not the proposed project is consistent with the applicable Recommended Actions.

Table 4.3.B: Proposed Scoping Plan Recommended Actions for Climate Change

ID No.	Sector	Strategy Name	Applicable to Project?	Will Project Conflict With Implementation?
T-1	Transportation	Pavley I and II – Light-Duty Vehicle GHG Standards	Yes No	
T-2	Transportation	Low Carbon Fuel Standard (Discrete Early Action)	Yes No	
T-3	Transportation	Regional Transportation-Related GHG Targets	Yes No	
T-4	Transportation	Vehicle Efficiency Measures	Yes	No
T-5	Transportation	Ship Electrification at Ports (Discrete Early Action)	No No	

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Table 4.3.B: Proposed Scoping Plan Recommended Actions for Climate Change

ID No.	Sector	Strategy Name	Applicable to Project?	Will Project Conflict With Implementation?
T-6	Transportation	Goods-movement Efficiency Measures	No	No
T-7	Transportation	Heavy Duty Vehicle Greenhouse Gas Emission Reduction Measure – Aerodynamic Efficiency (Discrete Early Action)	No	No
T-8	Transportation	Medium and Heavy-Duty Vehicle Hybridization	No	No
T-9	Transportation	High Speed Rail	No	No
E-1	Electricity and Natural Gas	Increased Utility Energy Efficiency Programs. More Stringent Building and Appliance Standards	Yes	No
E-2	Electricity and Natural Gas	Increased Combined Heat and Power Use by 30,000 GWh	No	No
E-3	Electricity and Natural Gas	Renewable Portfolio Standard	No	No
E-4	Electricity and Natural Gas	Million Solar Roofs	No	No
CR-1	Electricity and Natural Gas	Energy Efficiency	No	No
CR-2	Electricity and Natural Gas	Solar Water Heating	No	No
GB-1	Green Buildings	Green Buildings	Yes	No
W-1	Water	Water Use Efficiency	Yes	No
W-2	Water	Water Recycling	No	No
W-3	Water	Water System Energy Efficiency	No	No
W-4	Water	Reuse Urban Runoff	No	No
W-5	Water	Increase Renewable Energy Production	No	No
W-6	Water	Public Goods Charge (Water)	No	No
I-1	Industry	Energy Efficiency and Co=Benefits Audits for Large Industrial Sources	No	No
I-2	Industry	Oil and Gas Extraction GHG Emission Reduction	No	No
I-3	Industry	GHG Leak Reduction from Oil and Gas Transmission	No	No
I-4	Industry	Refinery Flare Recovery Process Improvements	No	No
I-5	Industry	Removal of Methane Exemption from Existing Refinery Regulations	No	No
RW-1	Recycling and Waste Management	Landfill Methane Control (Discrete Early Action)	No	No
RW-2	Recycling and Waste Management	Additional Reduction in Landfill Methane – Capture Improvements	No	No

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Table 4.3.B: Proposed Scoping Plan Recommended Actions for Climate Change

ID No.	Sector	Strategy Name	Applicable to Project?	Will Project Conflict With Implementation?
RW-3	Recycling and Waste Management	High Recycling/Zero Waste	No No	
F-1	Forestry	Sustainable Forest Target	No	No
H-1	High Global Warming Potential Gases	Motor Vehicle Air Conditioning Systems (Discrete Early Action)	No	No
H-2	High Global Warming Potential Gases	SF_6 Limits in Non-Utility and Non-Semiconductor Manufacturing (Discrete Early Action)	No No	
H-3	High Global Warming Potential Gases	Reduction in Perfluorocarbons in Semiconductor Manufacturing (Discrete Early Action)	No No	
H-4	High Global Warming Potential Gases	Limit High GWP Use in Consumer Products (Discrete Early Action, Adopted June 2008)	No No	
H-5	High Global Warming Potential Gases	High GWP Reduction from Mobile Sources No		No
H-6	High Global Warming Potential Gases	High GWP Reductions from Stationary Sources	No	No
H-7	High Global Warming Potential Gases	Mitigation Fee on High GWP Gases	No No	
A-1	Agriculture	Methane Capture at Large Dairies	No	No

Source: LSA Associates, Inc., December 2011.

As identified in Table 4.3.B, of the 39 Recommended Actions, the applicable Recommended Actions are those that are within the Transportation, Electricity and Natural Gas, Green Buildings, and Water sectors.

Applicable Recommended Actions in the Transportation sector include Actions T-1 through T-4. Action T-1 involves improvements to light-duty vehicle technology for the purposes of reducing GHG emissions through focusing on legislating improved controls for vehicle manufacturers. This Action would not generally be considered applicable to the proposed project; however, vehicles utilized by the proposed project would be subject to these standards, as applicable, and would be consistent with this Action. Action T-2 involves implementation of a low carbon fuel standard. In order to reduce the carbon intensity of transportation fuels, CARB is developing a Low Carbon Fuel Standard (LCFS), which would reduce the carbon intensity of California's transportation fuels by at least ten percent by 2020 as called for by Governor Schwarzenegger in Executive Order S-01-07. While implementation of this standard is not within the purview of a development project, a land use such as that proposed under the proposed project would be a substantial consumer of fuels for its vehicle fleet. Vehicles utilized by the proposed project would be subject to these standards, as applicable, and would be consistent with this Action.

Action T-3 addresses regional transportation targets for reducing GHG emissions. The intent of the proposed project is to reduce vehicle miles travelled within the region by reducing trip lengths and providing a sustainable community. The actions associated with implementation of the proposed project would allow for warehousing uses to be clustered around other industrial and commercial

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uses and would encourage a reduction of vehicle miles traveled within the City. Action T-4 concerns vehicle efficiency measures such as the promotion of sustainable tire practices. CARB is pursuing a regulation to ensure that tires are properly inflated when vehicles are serviced. In addition, the California Energy Commission in consultation with the California Integrated Waste Management Board is developing an efficient tire program focusing first on data gathering and outreach, then on potential adoption of minimum fuel-efficient tire standards, and on the development of consumer information requirements for replacing tires. While implementation of this standard is not within the purview of a development project, a land use such as that proposed under the proposed project would be a contributor of vehicle miles travelled. Vehicles utilized by the proposed project would be subject to these standards, as applicable, and would be consistent with this Action.

Applicable Recommended Actions in the Energy and Natural Gas sector includes Action E-1. Action E-1, together with Action GB-1 (Green Building), aims to reduce electricity demand by increased efficiency of Utility Energy Programs and adoption of more stringent building and appliance standards. Elements of this action include encouraging construction of zero net energy (ZNE) buildings and implementation of passive solar design. In addition to employing on-site electricity generation, a ZNE building must either replace natural gas with renewable energy for space and water heating, or compensate for natural gas use by generating surplus electricity for sale on the State's electricity grid. The proposed project is required to comply with the 2008 Title 24 Energy Efficiency Standards and applicable Green Building Standards; therefore, the proposed project would not conflict with these Actions.

Applicable Recommended Actions in the Water sector includes Action W-1. Action W-1, Water Use Efficiency, involves the reduction in the energy consumption used to convey, treat, distribute and use water and wastewater. Increasing the efficiency of water transport and reducing water use would reduce GHG emissions. The proposed project would install water-efficient fixtures and appliances and would not conflict with this Action.

GHG emissions reduction strategies were also set forth in the 2006 Climate Action Team (CAT) Report, and the strategies included in the CAT Report that apply to the project are contained in Table 4.3.C, which also summarizes the extent to which the project would comply with the strategies to help California reach the emission reduction targets. The strategies listed in Table 4.3.C are addressed as either part of the project, required mitigation measures, or requirements under local or State ordinances.

Table 4.3.C: Project Compliance with Greenhouse Gas Emission Reduction Strategies

Strategy	Project Compliance
Mandatory Code	
California Green Building Code. The Cal Green Code prescribes a wide array of measures that would directly and indirectly result in reduction of GHG emissions from the Business as Usual Scenario (California Building Code). The mandatory measures that are applicable to nonresidential projects include site selection, energy efficiency, water efficiency, materials conservation and resource efficiency, and environmental quality measures.	**Compliant.** The project would be required to adhere to the nonresidential mandatory measures as required by the Cal Green Code.
Energy Efficiency Measures	
Energy Efficiency. Maximize energy efficiency building and appliance standards, and pursue additional efficiency efforts including new technologies, and new policy and implementation mechanisms. Pursue comparable investment in energy efficiency from all retail providers of electricity in California (including both investor-owned and publicly owned	**Compliant with Mitigation Incorporated.** The proposed project will comply with the updated Title 24 standards, including the new 2010 California Building Code (CBC), for building construction if any building interior improvements are required. In addition, the project would be required to comply with the requirements of Minimization Measure GCC-1,

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Table 4.3.C: Project Compliance with Greenhouse Gas Emission Reduction Strategies

Strategy	Project Compliance
utilities).	identified later, including measures to incorporate energy efficient building design features.
Renewables Portfolio Standard. Achieve a 33 percent renewable energy mix statewide.	
Green Building Strategy. Expand the use of green building practices to reduce the carbon footprint of California's new and existing inventory of buildings.	
Water Conservation and Efficiency Measures	
Water Use Efficiency. Continue efficiency programs and use cleaner energy sources to move and treat water. Approximately 19 percent of all electricity, 30 percent of all natural gas, and 88 million gallons of diesel are used to convey, treat, distribute and use water and wastewater. Increasing the efficiency of water transport and reducing water use would reduce GHG emissions.	**Compliant with Mitigation Incorporated.** The project would be required to comply with the requirements of Minimization Measure GCC-1, identified later, including measures to increase water use efficiency.
Solid Waste Reduction Measures	
Increase Waste Diversion, Composting, and Commercial Recycling, and Move Toward Zero-Waste. Increase waste diversion from landfills beyond the 50 percent mandate to provide for additional recovery of recyclable materials. Composting and commercial recycling could have substantial GHG reduction benefits. In the long term, zero waste policies that would require manufacturers to design products to be fully recyclable may be necessary.	**Compliant with Mitigation Incorporated.** Data available from the California Integrated Waste Management Board (CIWMB) indicates that the City of Moreno Valley has not achieved the 50 percent diversion rate. The proposed project would be required to comply with Mitigation Measure **4.3.6.1B**, identified later, including measures to increase solid waste diversion and recycling.
Transportation and Motor Vehicle Measures	
Vehicle Climate Change Standards. AB 1493 (Pavley) required the State to develop and adopt regulations that achieve the maximum feasible and cost effective reduction of GHG emissions from passenger vehicles and light-duty trucks. Regulations were adopted by the ARB in September 2004.	**Compliant.** The project does not involve the manufacture of vehicles. However, vehicles that are purchased and used within the project site would comply with any vehicle and fuel standards that the ARB adopts.
Light-Duty Vehicle Efficiency Measures. Implement additional measures that could reduce light-duty GHG emissions. For example, measures to ensure that tires are properly inflated can both reduce GHG emissions and improve fuel efficiency.	
Adopt Heavy- and Medium-Duty Fuel and Engine Efficiency Measures. Regulations to require retrofits to improve the fuel efficiency of heavy-duty trucks that could include devices that reduce aerodynamic drag and rolling resistance. This measure could also include hybridization of and increased engine efficiency of vehicles.	
Low Carbon Fuel Standard. ARB identified this measure as a Discrete Early Action Measure. This measure would reduce the carbon intensity of California's transportation fuels by at least 10 percent by 2020.	
Regional Transportation-Related Greenhouse Gas Targets. Develop regional GHG emissions reduction targets for passenger vehicles. Local governments will play a significant role in the regional planning process to reach passenger vehicle GHG emissions reduction	**Compliant.** Specific regional emission targets for transportation emissions do not directly apply to this project; regional GHG reduction target development is outside the scope of this project. The project will comply with any plans developed by the City.

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Table 4.3.C: Project Compliance with Greenhouse Gas Emission Reduction Strategies

Strategy	Project Compliance
targets. Local governments have the ability to directly influence both the siting and design of new residential and commercial developments in a way that reduces GHGs associated with vehicle travel.	
Measures to Reduce High Global Warming Potential (GWP) Gases. ARB has identified Discrete Early Action measures to reduce GHG emissions from the refrigerants used in car air conditioners, semiconductor manufacturing, and consumer products. ARB has also identified potential reduction opportunities for future commercial and industrial refrigeration, changing the refrigerants used in auto air conditioning systems, and ensuring that existing car air conditioning systems do not leak.	**Compliant.** New products used or serviced on the project site (after implementation of the reduction of GHG gases) would comply with future ARB rules and regulations.

Source: LSA Associates, Inc., December 2011.
AB = Assembly Bill
ARB = California Air Resources Board
GHG = greenhouse gas

As previously identified, implementation of the proposed project could result in the development an approximately 1,616,133 square foot distribution warehouse. The proposed project includes a variety of physical attributes and operational programs that would generally contribute to a reduction in operational-source pollutant emissions including GHG emissions. As identified in Table 4.3.C, future development that would occur under the proposed project would be consistent with greenhouse gas emission reduction strategies and policies. The project would implement appropriate GHG reduction strategies and would ensure that it does not conflict with or impede implementation of reduction goals identified in AB 32, Governor's Executive Order S-3-05, and other strategies to help reduce GHGs to the level proposed by the Governor. In addition, the project would also be subject to all applicable regulatory requirements, which would also reduce the GHG emissions of the project. Therefore, the proposed project would not conflict with any applicable plan, program, policy, or regulation related to the reduction of GHG emissions. Impacts are considered less than significant.

4.3.6 Significant Impacts

The following impact was determined to be potentially significant and mitigation measures have been recommended to reduce the significance of the identified impact.

4.3.6.1 Greenhouse Gas Emissions

Impact 4.3.6.1: *Implementation of the proposed project may have the potential to emit GHG emissions in excess of interim thresholds.*

Threshold	Would the proposed project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Future development that could occur within the proposed project site could generate GHG emissions during construction and operation activities. It is anticipated that the majority of energy consumption (and associated generation of GHG emissions) would occur during the project's operation (as opposed to its construction). Typically, more than 80 percent of the total energy consumption takes place during the use of buildings and less than 20 percent is consumed during construction.[1] As of

[1] United Nations Environment Programme (UNEP), 2007. *Buildings and Climate Change: Status, Challenges and Opportunities*, Paris, France.

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yet, there is no study that quantitatively assesses all of the GHG emissions associated with each phase of the construction and use of an individual development.

The following activities are associated with the proposed project and could directly or indirectly contribute to the generation of GHG emissions:

- **Removal of Vegetation:** The net removal of vegetation for construction results in a loss of the carbon sequestration in plants. However, planting of additional vegetation would result in additional carbon sequestration and would lower the carbon footprint of the project.
- **Construction Activities:** During construction of the project, GHGs would be emitted through the operation of construction equipment and from worker and builder supply vendor vehicles, each of which typically uses fossil-based fuels to operate. The combustion of fossil-based fuels creates GHGs such as CO_2, CH_4, and N_2O. Furthermore, CH_4 is emitted during the fueling of heavy equipment.
- **Gas, Electric, and Water Use:** Natural gas use results in the emissions of two GHGs: CH_4 (the major component of natural gas) and CO_2 from the combustion of natural gas. Electricity use can result in GHG production if the electricity is generated by combusting fossil fuel. California's water conveyance system is energy-intensive. Preliminary estimates indicate that the total energy used to pump and treat this water exceeds 6.5 percent of the total electricity used in the State per year.[1]
- **Solid Waste Disposal:** Solid waste generated by the project could contribute to GHG emissions in a variety of ways. Landfilling and other methods of disposal use energy for transporting and managing the waste, and they produce additional GHGs to varying degrees. Landfilling, the most common waste management practice, results in the release of CH_4 from the anaerobic decomposition of organic materials. CH_4 is 25 times more potent than CO_2. However, landfill CH_4 can also be a source of energy. In addition, many materials in landfills do not decompose fully, and the carbon that remains is sequestered in the landfill and not released into the atmosphere.
- **Motor Vehicle Use:** Transportation associated with the proposed project would result in GHG emissions from the combustion of fossil fuels in daily automobile and truck trips.

The proposed project was analyzed for the potential construction of the project's proposed land uses, water, sewer, and drainage infrastructure, and roadways. Implementation of the proposed project would result in the development of a 1,616,133 square foot distribution warehouse building. Table 4.3.D provides the GHG emissions that could be generated during construction activities on the project site.

Table 4.3.D: Short-Term Regional GHG Construction Emissions

Construction Phase	Total Regional Pollutant Emissions, lbs/day					
	Bio-CO_2	NBio-CO_2	Total -CO_2	CH_4	N_2O	CO_2e
Site Preparation	0	56,000	56,000	2.4	0	56,000
Grading	0	38,000	38,000	1.9	0	38,000
Building Construction	0	19,000	19,000	1.1	0	19,000
Architectural Coating	0	3,100	3,100	0.51	0	3,100
Paving 0		1,700	1,700	0.12	0	1,700

Bio-CO_2 = biologically generated CO_2
CH_4 = methane
CO_2 = carbon dioxide
Source: LSA Associates, Inc., December 2011.
NBio-CO_2 = non-biologically generated CO_2
CO_2e = carbon dioxide equivalent
N_2O = nitrous oxide

[1] California Energy Commission (CEC), 2004. *Water Energy Use in California* (online information sheet) Sacramento, CA, August 24. Website: energy.ca.gov/pier/iaw/industry/water.html. Accessed July 24, 2007.

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GHG emissions that could be generated on the proposed project site would occur over the short term from construction activities, consisting primarily of emissions from equipment exhaust. There would also be long-term regional emissions associated with project-related vehicular trips and stationary source emissions, such as natural gas used for heating. Preliminary guidance from OPR and recent letters from the Attorney General critical of CEQA documents that have taken different approaches indicate that lead agencies should calculate, or estimate, emissions from vehicular traffic, energy consumption, water conveyance and treatment, waste generation, and construction activities. The calculation presented below in Table 4.3.E, includes operational emissions in terms of CO_2 and annual carbon dioxide equivalent (CO_2e) GHG emissions from increased energy consumption, water usage, solid waste disposal, and estimated GHG emissions from vehicular traffic that could result from the development of the project site. Calculations and model run sheets for greenhouse gas emissions are provided in Appendix D of this EIR.

Table 4.3.E: Long-Term Regional GHG Operational Emissions

Construction Phase	Total Regional Pollutant Emissions, lbs/day					
	Bio-CO_2	NBio-CO_2	Total - CO_2	CH_4	N_2O	CO_2e
Construction emissions amortized over 30 years	0	95 95		0.0063	0	95
Area 0		0	0	0	0	0
Energy 0		1,500	1,500 0.06		0.03	1,500
Mobile 0		34,000	34,000	1.1	0	34,000
Waste 3,500		0	3,500	210	0	7,900
Water 0		63	63	0.25	0.01	71
Total Project Emissions	**3,500**	**35,658**	**39,158**	**211.47**	**0.04**	**43,566**

Bio-CO_2 = biologically generated CO_2
CH_4 = methane
CO_2 = carbon dioxide
NBio-CO_2 = non-biologically generated CO_2
CO_2e = carbon dioxide equivalent
N_2O = nitrous oxide
Source: LSA Associates, Inc., July 2011.

As identified in Table 4.3.E, the proposed project would produce approximately 44,000 metric tpy of CO_2e, which is 0.044 MM TCO_2e/yr. This includes the short-term construction emissions amortized over 30 years, as directed by the SCAQMD. As a comparison, the existing emissions from the entire Southern California Association of Governments (SCAG) region are estimated to be approximately 176.79 $MMTCO_2e$/yr and approximately 478 $MMTCO_2e$/yr for the entire State.

Area sources of GHG emissions include carpet systems, resilient flooring, composite wood, consumer products, and landscaping. The project would not result in measurably increased GHG emissions from area sources due to the anticipated light use of consumer products and landscaping.

Buildings represent 39 percent of the United States' primary energy usage and 70 percent of electricity consumption. The proposed project would increase the demand for electricity and natural gas due to the increased building area. The project would indirectly result in increased GHG emissions from off-site electricity generation at power plants and on-site natural gas consumption (1,500 metric tons of CO_2e/year).

Mobile sources (vehicle trips and associated miles traveled) are the largest source of GHG emissions in California and represent approximately 38 percent of annual CO_2 emissions generated in the State. Like most land use development projects, vehicle miles traveled (VMT) is the most direct indicator of CO_2 emissions from the proposed project, and associated CO_2 emissions function as the best indicator of total GHG emissions. The emissions from vehicle exhaust would comprise approximately 77 percent of the project's total CO_2e emissions. The emissions from vehicle exhaust are controlled by the State and federal governments and are outside the control of the City.

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The proposed project would also generate solid waste during the operation phase of the project. The project would indirectly result in increased GHG emissions from solid waste treatment at treatment plants (7,900 metric tons of CO_2e/year).

Water-related energy use consumes 19 percent of California's electricity every year. Energy use and related GHG emissions are based on electricity used for water supply and conveyance, water treatment, water distribution, and wastewater treatment (1.3 metric tons of CO_2e/year). The project would comply with provisions of the California Green Building Code and would install water efficient fixtures such that it would experience reduction of indoor potable water use by 20 percent from what is required in the California Buildings Standards Code. In addition, the outdoor water use would be monitored by irrigation controls as prescribed in the Cal Green Building Code. The project would indirectly result in increased GHG emissions from water transport and treatment (71 metric tons of CO_2e/year).

The project will comply with existing State and federal regulations regarding the energy efficiency of buildings, appliances, and lighting, which will reduce the project's electricity demand compared to older buildings. The warehouse building will be built in compliance with the new 2010 California Building Code (CBC) to improve public health, safety, and general welfare by enhancing the design and construction of buildings through the use of building concepts having a positive environmental impact and encouraging sustainable construction practices.

Comparing the proposed project to the SCAQMD tiered interim GHG significance criteria; it is not exempt as described in Tier 1. Considering the Tier 2 criteria, the levels of GHG emissions shown in Table 4.3.E, at approximately 0.009 percent of the State GHG emissions, are unlikely to result in GHG emission levels that would substantially conflict with implementation of the GHG reduction goals under AB 32 or other State regulations. The CAT and the ARB have developed several reports to achieve the Governor's GHG targets that rely on voluntary actions of California businesses, local government and community groups, and State incentive and regulatory programs. These include the CAT's 2006 "*Report to Governor Schwarzenegger and the Legislature*," ARB's 2007 "*Expanded List of Early Action Measures to Reduce Greenhouse Gas Emissions in California,*" and ARB's "*Climate Change Proposed Scoping Plan: a Framework for Change.*"

The reports identify strategies to reduce California's emissions to the levels proposed in EO S-3-05 and AB 32 that are applicable to the proposed project. The Proposed Scoping Plan is the most recent document, and the strategies included in the Scoping Plan that apply to the project are contained in Table 4.3.C, which also summarizes the extent to which the project would comply with the strategies to help California reach the emission reduction targets. Thus, this project complies with Tier 2 of the SCAQMD tiered interim GHG significance thresholds.

With implementation of these strategies/measures, the project's contribution to cumulative GHG emissions would be reduced. In order to ensure that the proposed project complies with and would not conflict with or impede the implementation of reduction goals identified in AB 32, the Governor's EO S-3-05, and other strategies to help reduce GHGs to the level proposed by the Governor, **Mitigation Measures 4.3.6.1A** through **4.3.6.1C** will be implemented. Many of the individual elements of this measure are already included as part of the proposed project or are required as part of project specific mitigation measures.

Mitigation Measures. Previously referenced **Mitigation Measures 4.2.6.3A** and **4.2.6.3B** were introduced to reduce project air pollution emissions. These measures will also reduce the project's greenhouse gas emissions. To ensure that the proposed project's emissions of GHG are reduced to a less than significant level, the following additional mitigation measures shall be implemented.

4.3.6.1A Prior to the issuance of building permits, the project applicant shall provide evidence to the City of Moreno Valley that building features have been incorporated in building plans

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as required by Title 24 of the California Code of Regulations. These features include but are not limited to the following:

- Exterior windows shall utilize window treatments for efficient energy conservation.
- Per CALGreen Code requirements, water-efficient fixtures and appliances, including but not limited to low-flow faucets, dual-flush toilets minimizing water consumption by 20 percent from the Building Standards Code baseline water consumption shall be used.
- Per CALGreen Code requirements, a Commissioning Plan shall be prepared and all building systems (e.g., heating, ventilation, and air-conditioning [HVAC], irrigation systems, lighting, water heating) shall be commissioned by the Commissioning Authority.
- Per CALGreen Code, restrict watering methods (e.g., prohibit systems that apply water to non-vegetated surfaces) and control runoff.

4.3.6.1B Prior to the issuance of building permits, the project applicant shall provide evidence to the City of Moreno Valley that the following measures have been be incorporated into the design and construction of the project:

- Use locally produced and/or manufactured building materials for at least 10 percent of the construction materials used for the project.
- Use "Green Building Materials," such as those materials that are resource efficient, and recycled and manufactured in an environmentally friendly way, for at least 10 percent of the project.
- Limit unnecessary idling of construction equipment. A reduction in equipment idling would reduce fuel consumption, and therefore, GHG emissions.
- Maximize the use of electricity from the power grid by replacing diesel- or gasoline-powered equipment. This would reduce GHG emissions because electricity can be produced more efficiently at centralized power plants.
- Design the project building to exceed the California Building Code's (CBC) Title 24 energy standard, including, but not limited to, any combination of the following:
  - Increase insulation such that heat transfer and thermal bridging is minimized.
  - Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption.
  - Incorporate ENERGY STAR or better rated windows, space heating and cooling equipment, light fixtures, appliances, or other applicable electrical equipment.
- Provide a landscape and development plan for the project that takes advantage of shade, prevailing winds, and landscaping.
- Install efficient lighting and lighting control systems. Use daylight as an integral part of the lighting systems in buildings.
- Install light-colored "cool" roof and cool pavements.
- Install energy-efficient heating and cooling systems, appliances and equipment, and control systems.
- Install solar or light-emitting diodes (LEDs) for outdoor lighting.

4.3.6.1C Prior to the issuance of occupancy permits, the project applicant shall provide evidence to the City of Moreno Valley that the following measures have been be incorporated into the operation of the project:

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- The project applicant shall use less than 3,900 Global Warming Potential (GWP) hydrofluorocarbon (HCF) refrigerants or natural refrigerants (ammonia, propane, carbon dioxide [CO_2]) for refrigeration and fire suppression equipment.
- Provide vegetative or man-made exterior wall shading devices for east-, south-, and west facing walls with windows.
- Devise a comprehensive water conservation strategy appropriate for the project and its location. The strategy may include the following, plus other innovative measures that may be appropriate:
  - Install drought tolerant plants for landscaping.
  - Use reclaimed water for landscape irrigation within the project. Install the infrastructure to deliver and use reclaimed water.
  - Install water-efficient irrigations systems, such as weather-based and soil-moisture-based irrigation controllers and sensors for landscaping according to the California Department of Water Resources Model Efficient Landscape Ordinance.
- Provide employee education about reducing waste and available recycling services.

Level of Significance After Mitigation. The mitigation measures identified above would contribute to a reduction in GHG emissions from energy, mobile, and water usage sources. With implementation of the identified mitigation measures, the proposed project's GHG emissions are reduced. As described above, project-related GHG emissions are not confined to a particular air basin but are dispersed worldwide. Consequently, it is speculative to determine how project-related GHG emissions would contribute to global climate change and how global climate change may impact the State. Therefore, project-related GHG emissions are not project-specific impacts to global warming but are instead the project's contribution to this cumulative impact. As stated previously, project-related GHG emissions and their contribution to global climate change impacts in the State are less than significant and less than cumulatively considerable because: (1) the project's impacts alone would not cause or significantly contribute to global climate change, and (2) the project has no substantial effect on consumption of fuels or other energy resources, especially fossil fuels that contribute to GHG emissions when consumed.

4.3.7 Cumulative Impacts

Given the findings of AB 32, of SB 97, and the requirements of CEQA, the Lead Agency must determine whether a project will or will not have a cumulatively considerable contribution. Due to the lack of guidance for determining the significance of cumulative impacts to climate change from projects, and out of an overabundance of caution, the project has been evaluated to determine whether emissions of greenhouse gases have been minimized to the extent feasible with current technology and measures.

While it is not possible to determine whether the project individually will have a significant impact on global warming or climate change, it will contribute to cumulative GHG emissions in California. Cumulatively, the build out of the proposed project would contribute approximately 0.044 metric tons of CO_2e per year, which is 0.009 percent of California's existing total emissions for carbon dioxide, methane, and nitrous oxide (478 metric tons of CO_2e per year). The mitigation measures discussed above will likely reduce the project's emissions of greenhouse gases; however, without the necessary science and analytical tools, it is not possible to determine with certainty whether the project's emissions of greenhouse gases will be cumulatively considerable, within the meaning of *CEQA Guidelines* Sections 15065(a)(3) and 15130. The CARB is currently in the process of designing

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regulations to monitor, limit, and ultimately reduce California GHG emissions but there are as yet no adopted standards for assessing the significance of cumulative impacts from projects.

Cumulatively, the emissions from electricity production would comprise approximately 3.4 percent of the project's total CO_2e emissions. Water usage and solid waste disposal emissions comprise approximately 18 percent of the project's total CO_2e emissions while the emissions from vehicle exhaust would comprise approximately 77 percent of the project's total CO_2e emissions. The emissions from vehicle exhaust are controlled by the State and Federal governments and are outside the control of the City. The remaining CO_2e emissions are primarily associated with building systems. The proposed project is required to comply with existing State and Federal regulations regarding the energy efficiency of buildings, appliances, and lighting, which would reduce the project's electricity demand. The new buildings constructed in accordance with current energy efficiency standards would be more energy efficient than older buildings.

With implementation of the strategies and programs described previously, the project is consistent with the strategies to reduce California's emissions to the levels proposed in Executive Order S-3-05. However, given the uncertainty of data and appropriate methodology to accurately analyze, and the inability to quantify the reduction achieved through implementation of strategies and programs previously identified, the proposed project's GHG emission contribution would result in a cumulative impact regarding global climate change and the cumulative impacts of the proposed project on global climate change are considered to be significant and unavoidable.

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4.4 NOISE

This analysis is intended to satisfy the City's requirements for a project-specific noise impact analysis by examining the short-term and long-term noise impacts of the proposed project on sensitive uses adjacent to the proposed project site and by evaluating the effectiveness of mitigation measures incorporated as part of the project design. This includes the potential for the proposed project to result in impacts associated with a substantial temporary and/or permanent increase in ambient noise levels in the vicinity of the project area; exposure of people to excessive noise levels, groundborne vibration, or groundborne noise levels. The analysis contained in this section is based on a comprehensive *Noise Impact Analysis* contained in Appendix E (LSA Associates, Inc., December 2011), which examines existing ambient noise conditions and project-related impacts.

4.4.1 Existing Setting

4.4.1.1 Background

Characteristics of Sound. Noise is usually defined as unwanted sound; it consists of any sound that may produce physiological or psychological damage and/or interfere with communication, work, rest, recreation, and sleep. To the human ear, sound has two significant characteristics: pitch and loudness. Pitch is generally an annoyance, while loudness can affect our ability to hear. The analysis of a project's noise impact defines the noise environment of the project area in terms of sound intensity and its effect on adjacent sensitive land uses.

Measurement of Sound. There are many ways to rate sound for various time periods. An appropriate rating of ambient noise[1] affecting humans accounts for the annoying effects of sound by penalizing noises that occur during quiet periods of time, such as late night/early morning, through weighted averaging metric. Single-event or peak noises are measured by a simple peak noise measurement. Equivalent continuous sound level (L_{eq}) is the total sound energy of time varying noise over a sample period. However, the predominant rating scales for human communities in the State of California are the L_{eq} and community noise equivalent level (CNEL) or the day-night average level (L_{dn}) based on A-weighted decibels (dBA). CNEL is the time varying noise over a 24-hour period, with a five dBA weighting factor applied to the hourly L_{eq} for noises occurring from 7:00 p.m. to 10:00 p.m. (defined as relaxation hours) and a 10 dBA weighting factor applied to noise occurring from 10:00 p.m. to 7:00 a.m. (defined as sleeping hours). L_{dn} is similar to the CNEL scale, but without the adjustment for events occurring during the evening hours. CNEL and L_{dn} are within one dBA of each other and are normally exchangeable.

Other noise rating scales of importance when assessing the annoyance factor include the maximum noise level (L_{max}), which is the highest exponential time averaged sound level that occurs during a stated time period. The noise environments discussed in this analysis for short-term noise impacts are specified in terms of maximum levels denoted by L_{max}, which reflects peak operating conditions and addresses the annoying aspects of intermittent noise. It is often used together with another noise scale, or noise standards in terms of percentile noise levels, in noise ordinances for enforcement purposes. For example, the L_{10} noise level represents the noise level exceeded 10 percent of the time during a stated period. The L_{50} noise level represents the median noise level. Half the time the noise level exceeds this level, and half the time it is less than this level. The L_{90} noise level represents the noise level exceeded 90 percent of the time and is considered the background noise level during a monitoring period. For a relatively constant noise source, the L_{eq} and L_{50} are approximately the same. Table 4.4.A defines noise measurements that are typically used in noise analyses.

[1] Ambient noise is the totality of noise in a given place and time; usually a composite of sounds from varying sources at varying distances. Ambient sounds generally range from 30 dBA (very quiet) to 100 dBA (very loud).

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Table 4.4.A: Noise Measurement Definitions

Unit of Measurement		Description
dB	Decibel	Units for measuring the volume of sound, decibels are measured on a logarithmic scale, representing points on a sharply rising curve. For example, 10 decibels are 10 times more intense than one decibel and 20 decibels are 100 times more intense. A 10-decibel increase in sound level is perceived by the human ear as a doubling of the loudness of the sound.
dBA	A-Weighted Decibel	A sound pressure level that has been weighted to quantitatively reduce the effect of the high and low frequency noise. It was designed to approximate the response of the human ear to sound.
CNEL	Community Noise Equivalent Level	The CNEL value represents noise as measured by an A-weighted sound level. The metric includes a 4.8-decibel penalty during relaxation hours (7 p.m. to 10 p.m.) and a 10-decibel penalty for sleeping hours (10 p.m. to 7 a.m.). CNEL is similar to L_{dn} (which does not include the evening penalty).
L_{dn}	Day-Night Average Noise	The 24-hour average sound level, expressed in a single decibel rating, for the period from midnight to midnight obtained after the addition of a 10.0-decibel penalty to sound levels for the periods between 10 p.m. and 7 a.m.
L_{eq}	Equivalent Noise Level	Total sound energy of time-varying noise over a sample period.
L_{01}, L_{10}, L_{25}, L_{50}, L_{90}	Percentile Noise Exceedance Levels	The fast A-weighted noise levels that are equaled or exceeded by a fluctuating sound level 1 percent, 10 percent, 25 percent, 50 percent, and 90 percent of a stated time period.
L_{max}	Maximum Noise Level	L_{max} is the highest exponential time-averaged sound level that occurs during a stated time period. It reflects peak operating conditions and addresses the annoying aspects of intermittent noise.

Sound levels are generated from a source and their decibel level decreases as the distance from that source increases. Table 4.4.B describes attenuation levels of various types of noise sources.

Table 4.4.B: Attenuation Levels and Type of Noise Sources

Decrease in Sound for Each Doubling of Distance	Type of Noise Source	Description/Example
6.0 decibels	Single-point source	Stationary equipment
4.5 decibels	Line source	Highway traffic or railroad operations in a relatively flat environment with absorptive vegetation
3.0 decibels	Line source	Highway traffic or railroad operations in a hard site environment

Source: LSA Associates, Inc., *Noise Analysis*, *Moreno Valley Eucalyptus*, June 2008.

Definition of Noise. Noise impacts can be described in three categories:

- Audible (3.0 dB or greater);
- Potentially audible (between 1.0 and 3.0 dB); and
- Inaudible (less than 1.0 dB).

Audible noises are increases in noise levels noticeable to humans and generally refer to a change of 3.0 dB or greater, because this level has been found to be barely perceptible in exterior environments. Potentially audible refers to a change in the noise level between 1.0 and 3.0 dB, which is noticeable only in laboratory environments. Changes in noise levels of less than 1.0 dB are inaudible to the human ear. Only audible changes in existing ambient or background noise levels are

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considered potentially significant. Therefore, a 3 dBA increase in long-term noise levels above existing ambient noise levels is used as a threshold of significant change in this noise analysis.

Fundamentals of Groundborne Vibration. Vibration refers to groundborne noise and perceptible motion. Groundborne vibration is almost exclusively a concern inside buildings and is rarely perceived as a problem outdoors, where the motion may be discernable. However, without the effects associated with the shaking of a building, there is less adverse reaction. Building vibration may be perceived by the occupants as motion of building surfaces, rattling of items on shelves or hanging on walls, or as a low-frequency rumbling noise. Building damage is not a factor for normal projects, with the occasional exception of blasting and pile driving during construction or mining. Annoyance from vibration often occurs when the vibration exceeds the threshold of perception by up to 10 decibels. This is an order of magnitude below the damage threshold for normal buildings.

Typical sources of groundborne vibration are construction activities (e.g., blasting, pile driving, and operating heavy-duty earthmoving equipment), steel-wheeled trains, and occasional traffic on rough roads. Problems with groundborne vibration and noise from these sources are usually localized to within about 100 feet of the vibration source, although there are examples of groundborne vibration causing interference out to distances greater than 200 feet, as described in the Federal Transit Administration (FTA) Transit Noise and Vibration Impact Assessment (FTA, May 2006). When roadways are smooth, vibration from traffic, even heavy trucks, is rarely perceptible.

Factors that influence groundborne vibration and noise include the following:

- Vibration Source: vehicle suspension, wheel types and condition, track/roadway surface, track support system, speed, transit structure, and depth of vibration source.
- Vibration Path: soil type, rock layers, soil layering, depth to water table, and frost depth.
- Vibration Receiver: foundation type, building construction, and acoustical absorption.

Among the factors listed above, there are significant differences in the vibration characteristics when the source is underground versus at ground surface. In addition, soil conditions are known to have a strong influence on the levels of groundborne vibration. Among the most important factors are the stiffness and internal damping of the soil and the depth to bedrock. Vibration propagation is more efficient in stiff clay soils than in loose sandy soils, and shallow rock seems to concentrate the vibration energy close to the surface and can result in groundborne vibration problems at a great distance from the track. Factors such as layering of the soil and depth to water table can have significant effects on the propagation of groundborne vibration. Soft, loose, sandy soils tend to attenuate more vibration energy than hard, rocky materials. Vibration propagation through groundwater is more efficient than through sandy soils.

4.4.1.2 Sensitive Land Uses in the Project Vicinity

Certain land uses are considered more sensitive to noise than others. Examples include residential areas, educational facilities, hospitals, childcare facilities, and senior housing. The nearest existing sensitive receptors in the vicinity of the project site are rural residential uses located along Nandina Avenue approximately 1,000 feet north of the project boundary. There are also residential uses approximately 0.77 mile (mi) southwest of the project site on the south side of Harley Knox/Oleander Avenue between Heacock Street and Patterson Avenue.

Existing Noise Environment. The project site is currently vacant land. The primary existing noise sources in the project area are transportation facilities. Primary transportation noise sources include vehicular traffic along Indian Street and Perris Boulevard. Aircraft operations from March Air Reserve

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Base to the northwest of the project site contribute to high intermittent single-event noise levels. Based on the *Citizen's Brochure for the 452nd Air Mobility Wing Air Installation Compatible Use Zone Study* (AICUZ) for the March Air Reserve Base (August 2005), the project site is located outside of the 60 dBA CNEL noise contour from March Air Reserve Base.

Existing Traffic Noise Modeling. To document the existing environment, the Federal Highway Administration (FHWA) highway traffic noise prediction model (FHWA RD-77-108) was used to evaluate highway traffic-related noise conditions in the project vicinity. This model requires various parameters, including traffic volumes, vehicle mix, vehicle speed, and roadway geometry[1] to compute typical equivalent noise levels during daytime, evening, and nighttime hours. The noise impact analysis was conducted using the existing traffic volumes provided in the *Traffic Study* prepared for the proposed project (LSA Associates, Inc., December 2011). In addition, unlike the urban area where the ground is filled with pavement, the project site is located in a rural/suburban area where there is vacant land around the project vicinity. Empirical data show that such environment is best analyzed with the soft site propagation for noise. The traffic noise modeling in this noise study uses 4.5 dBA per doubling of the distance for the soft site sound propagation from a line source. The modeled 24-hour CNEL levels are identified in Table 4.4.C. The resultant noise levels are weighted and summed over 24-hour periods to determine the CNEL values. The primary existing noise sources in the project area are transportation facilities. Dominant noise sources at the project site are vehicle traffic from Indian Street and Perris Boulevard. Traffic noise in the project vicinity ranges from low (Nandina Avenue) to moderate (Indian Street and Oleander Avenue) to high (Perris Boulevard). As shown in Table 4.4.C, existing traffic noise along these roadway segments range from low to moderate to high.

Table 4.4.C: Existing Traffic Noise Levels

Roadway Segment	ADT	Centerline to 70 CNEL (feet)	Centerline to 65 CNEL (feet)	Centerline to 60 CNEL (feet)	CNEL (dBA) 50 Feet from Centerline of Outermost Lane
Perris Blvd. between Gentian Ave. and Iris Ave.	13,800	54	111	237	68.4
Perris Blvd. between Iris Ave. and Krameria Ave.	15,400	58	119	255	68.8
Perris Blvd. between Krameria Ave. and Nandina Ave.	15,200	57	118	253	68.8
Perris Blvd. between Nandina Ave. and Grove View Rd.	15,000	57	117	251	68.7
Perris Blvd. between Grove View Rd. and Oleander Ave.	15,500	58	120	256	68.9
Indian Ave. between Nandina Ave. and Grove View Rd.	5,600	< 50	51	109	64.4
Indian Ave. between Grove View Rd. and Oleander Ave.	5,600	< 50	51	109	64.4
Oleander Ave. west of I-15 Ramps	6,000	< 50	63	136	65.8
Oleander Ave. between I-15 Ramps and Indian Ave.	9,200	< 50	84	181	67.7
Oleander Ave. between Indian Ave. and Perris Blvd.	4,400	< 50	52	111	64.5

[1] Roadway geometry is defined as the lane configuration (number of through lanes and turn lanes) of two intersecting roads.

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Table 4.4.C: Existing Traffic Noise Levels

Roadway Segment	ADT	Centerline to 70 CNEL (feet)	Centerline to 65 CNEL (feet)	Centerline to 60 CNEL (feet)	CNEL (dBA) 50 Feet from Centerline of Outermost Lane
Nandina Ave. between Indian Ave. and Perris Blvd.	590	< 50	< 50	< 50	54.6

ADT = Average Daily Trips CNEL = Community Noise Equivalent Level dBA = A-weighted decibel.
*Traffic noise within 50 feet of the roadway centerline should be evaluated with site-specific information.

Source: *Noise Impact Analysis,* City of Moreno Valley. LSA Associates, Inc. December 2011.

4.4.2 Existing Policies and Regulations

The applicable noise standards governing the project site are the criteria in the City of Moreno Valley General Plan Noise Element and Municipal Code (Noise Ordinance). The City's Noise Element of the General Plan is based on the County of Riverside Land Use Compatibility Chart for Community Noise and is adopted by reference. In addition, standards identified in the *California Noise Insulation Standards*[1] and the *State of California Vehicular Code*[2] are included below. The following sections list the General Plan policies and State standards relevant to noise for the proposed project.

4.4.2.1 City of Moreno Valley General Plan Policies

Chapter 9 of the *City of Moreno Valley General Plan*[3] defines goals, objectives, policies, and action items related to noise conditions in the City. The specific policies related to noise that are relevant to the proposed project are as follows:

Objective 2.5 Promote a mix of industrial uses which provide a sound and diversified economic base and ample employment opportunities for the citizens of Moreno Valley with the establishment of industrial activities that have good access to the regional transportation system, accommodate the personal needs of workers and business visitors; and which meets the service needs of local businesses.

Policy 2.5.3 Screen manufacturing and industrial uses where necessary to reduce glare, noise, dust, vibrations and unsightly views.

Objective 6.3 Provide noise compatible land use relationships by establishing noise standards utilized for design and siting purposes.

Policy 6.3.6 Building shall be limited in areas of sensitive receptors.

Objective 6.4 Review noise issues during the planning process and require noise attenuation measures to minimize acoustic impacts to existing and future surrounding land uses.

Policy 6.4.1 Site, landscape and architectural design features shall be encouraged to mitigate noise impacts for new developments, with a preference for noise barriers that avoid freeway sound barrier walls.

Objective 6.5 Minimize noise impacts from significant noise generators such as, but not limited to, motor vehicles, trains, aircraft, commercial, industrial, construction, and other activities.

1 California Code of Regulations, Title 24, Part 2, §3501, *California Noise Insulation Standards.*
2 Governor's Office of Planning and Research, *State of California General Plan Guidelines*, October 2003, pages 249 and 250.
3 *City of Moreno Valley General Plan*, City of Moreno Valley, adopted by City Council Resolution No. 2006-83, July 11, 2006.

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Policy 6.5.1 New commercial and industrial activities (including the placement of mechanical equipment) shall be evaluated and designed to mitigate noise impacts on adjacent uses.

Policy 6.5.2 Construction activities shall be operated in a manner that limits noise impacts on surrounding uses.

The City's General Plan, Section 6.4, states that acceptable residential exterior noise standards are within 60–65 dBA CNEL, and acceptable residential interior noise standard is 45 dBA CNEL.

Moreno Valley Municipal Code. The *Moreno Valley Municipal Code*[1] describes the noise standards within the City. It states that noise will be measured with a sound level meter that meets the standards of the American National Standards Institute (ANSI) Section I.4-1983. All measurements of sound will be made by qualified officials of the City who are designated by the City Manager or designee to operate the apparatus used to make the measurements.

In addition, the following standards are listed in the *Moreno Valley Municipal Code* in Chapter 11.80.030 Prohibited Acts (Title 11). Sound level limits are established for both continuous and impulsive (momentary) sounds. The City prohibits grading activities between the hours of 8:00 p.m. and 7:00 a.m. and prohibits construction activities from 8:00 p.m. to 6:00 a.m. during the week and between 8:00 p.m. and 7:00 a.m. on weekends and holidays.

The City's Municipal Code, Section 8.14.040.E, specifies the hours of any construction within the City to occur only as follows: Monday through Friday (except for holidays that occur on weekdays), 6:00 a.m. to 8:00 p.m.; weekends and holidays (as observed by the City and described in Chapter 2.55 of the Municipal Code), 7:00 a.m. to 8:00 p.m., unless written approval is obtained from the City building official or City engineer. According to the City's Municipal Code ordinance 8.21.050, grading permit requirements, the hours are limited to between 7 am and 6 pm weekdays and 8 am to 4 pm on weekends and holidays.

The City's Municipal Code, Section 9.10.140, specifies that all commercial and industrial uses shall be operated so that noise created by any loudspeaker, bells, gongs, buzzers, or other noise attenuation or attracting devices shall not exceed 55 dBA at any one time beyond the boundaries of the property.

Chapter 11.80.030 of the City's Municipal Code also states:

> *Based on statistics from the Center for Disease Control and Prevention and the National Institute for Occupational Safety and Health, Table 1 and Table 1-A specify sound level limits which, if exceeded, will have a high probability of producing permanent hearing loss in anyone in the area where the sound levels are being exceeded. No sound shall be permitted within the City which exceeds the parameters set forth in Table 11.80.030-1* [Table 4.4.D] *and 11.80.030-1-A* [Table 4.4.E] *of this chapter.*
>
> *No person shall maintain, create, operate or cause to be operated on private property any source of sound in such a manner as to create any nonimpulsive sound which exceeds the limits set forth for the source land use category (as defined in Section 11.80.020) in Table 11.80.030-2* [Table 4.4.F] *when measured at a distance of two hundred (200) feet or more from the real property line of the source of the sound, if the sound occurs on privately owned property, or from the source of the sound, if the sound occurs on public right-of-way, public space or other publicly owned property. Any source of sound in violation of this subsection shall be deemed prima facie to be a noise disturbance.*

[1] *Moreno Valley Municipal Code*, City of Moreno Valley, current through Ordinance 761 and the February 2008 code supplement.

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The following uses and activities shall be exempt from the sound level regulations except the maximum sound levels provided in Tables 11.80.030-1 [Table 4.4.D] *and 11.80.030-1A* [Table 4.4.E]*:*

1. *Sounds resulting from any authorized emergency vehicle when responding to an emergency call or acting in time of an emergency.*
2. *Sounds resulting from emergency work as defined in Section 11.80.020.*
3. *Any aircraft operated in conformity with, or pursuant to, federal law, federal air regulations and air traffic control instruction used pursuant to and within the duly adopted federal air regulations; and any aircraft operating under technical difficulties in any kind of distress, under emergency orders or air traffic control, or being operated pursuant to and subsequent to the declaration of an emergency under federal air regulations.*
4. *All sounds coming from the normal operations of interstate motor and rail carriers, to the extent that local regulation of sound levels of such vehicles has been preempted by the Noise Control Act of 1972 (42 U.S.C. § 4901 et seq.) or other applicable federal laws or regulations.*
5. *Sounds from the operation of motor vehicles, to the extent they are regulated by the California Vehicle Code.*
6. *Any constitutionally protected noncommercial speech or expression conducted within or upon any public right-of-way, public space or other publicly owned property constituting an open or a designated public forum in compliance with any applicable reasonable time, place and manner restriction on such speech or expression or otherwise pursuant to legal authority.*
7. *Sounds produced at otherwise lawful and permitted city-sponsored events, organized sporting events, school assemblies, school playground activities, by permitted fireworks, and by permitted parades on public right-of-way, public space, or other publicly owned property.*
8. *An event for which a temporary use permit or special event permit has been issued under other provisions of this code, where the provision of Section 11.80.010 are met, the permit granted expressly grants an exemption from specific standards contained in this chapter, and the permittee and all persons under the permitttee's reasonable control actually comply with all conditions of such permit. Violation of any condition of such permit related to sound or sound equipment shall be in violation of this chapter and punishable as such.*

Table 4.4.D: Maximum Continuous Sound Levels*

Duration Per Day Continuous Hours	Sound Level (dBA)
8	90
6	92
4	95
3	97
2	100
1.5	102
1	105
0.5	110
0.25	115

* When the daily sound exposure is composed of two or more periods of sound exposure at different levels, the combined effect of all such periods shall constitute a violation of this section if the sum of the percentage of allowed period of sound exposure at each level exceeds 100 percent.

Source: Chapter 11.80.030 Table 11.80.030-1, City of Moreno Valley Municipal Code, City of Moreno Valley.

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Table 4.4.E: Maximum Impulsive Sound Levels

Number of Repetitions Per 24-Hour Period	Sound Level (dBA)
1	145
10	135
100	125

Source: Chapter 11.80.030 Table 11.80.030-1A, City of Moreno Valley Municipal Code, City of Moreno Valley.

Table 4.4.F: Maximum Sound Levels (in dBA) for Source Land Uses

Residential		Commercial	
Daytime	Nighttime	Daytime	Nighttime
60	55	65	60

Source: Chapter 11.80.030 Table 11.80.030-2, City of Moreno Valley Municipal Code, City of Moreno Valley.

4.4.2.2 State of California Vehicular Code

Recent studies have shown that the most objectionable feature of traffic noise is the sound produced by vehicles equipped with illegal or faulty exhaust systems. In addition, such vehicles are often operated in a manner that causes tire squeal and excessively loud exhaust noise. A number of California State vehicle noise regulations can be enforced by local authorities as well as the California Highway Patrol. These include § 23130, § 23130.5, § 27150, and § 38275 of the California Vehicle Code, as well as excessive speed laws, which may be applied to curtail traffic noise:

- § 23130 and § 23130.5 establish maximum noise emission limits for the operation of all motor vehicles at any time under any conditions of grade, load, acceleration, or deceleration.
- § 27150 requires motor vehicles to be equipped with an adequate muffler to prevent excessive noise.
- § 38275 requires off-highway motor vehicles to be equipped with an adequate muffler to prevent excessive noise.

The California Highway Patrol and the Department of Health Services (through local health departments) are available to aid local authorities in code enforcement and training pursuant to proper vehicle sound level measurements.

4.4.3 Methodology

Evaluation of noise impacts associated with the proposed project includes the following:

- Determination of the short-term construction noise impacts on off-site noise-sensitive uses;
- Determination of the long-term noise impacts, including vehicular traffic and stationary noise sources, on on-site and off-site noise-sensitive uses; and
- Determination of the required mitigation measures to reduce long-term noise impacts from all sources.

The proposed project includes the construction and operation of an approximately 1.6 million square-foot distribution warehouse. The noise analysis considers the noise effects of the warehouse distribution development on the existing residential development (sensitive receptors) in the vicinity of the proposed project site. The applicable noise standards governing the project site are the criteria in the City of Moreno Valley's *Noise Element of the General Plan* and *Municipal Code*.

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4.4.4 Thresholds of Significance

A project would have a significant effect on the environment related to noise if it would substantially increase the ambient noise levels for adjoining areas or if it would conflict with adopted environmental plans and goals of the community in which it is located.

The applicable noise standards governing the project site are the criteria that are contained within the Noise Element of the *City of Moreno Valley General Plan* and the *Moreno Valley Municipal Code*. For this project, a noise impact is considered significant if the project would result in:

- Exposure of persons to or generation of noise levels in excess of standards established in the *City of Moreno Valley General Plan*, *Moreno Valley Municipal Code*, or applicable standards of other agencies;
- Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels;
- A substantial temporary, periodic, and/or permanent increase in ambient noise levels in the project vicinity above levels existing without the project;
- For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, expose people residing or working in the project area to excessive noise levels; and/or
- For a project within the vicinity of a private airstrip, expose people residing or working in the project area to excessive noise levels.

The standards within the *City of Moreno Valley General Plan* and *Moreno Valley Municipal Code* determine the acceptable noise environment for proposed project and its vicinity. The standards are as follows:

- Ensure through the design review process that exterior noise levels at commercial and industrial areas do not exceed 75 dBA CNEL.
- Consider the following uses noise-sensitive and discourage them in areas where exterior noise levels exceed 65 dBA CNEL unless measures are implemented that reduce the noise exposure below this level: single- and multiple-family residential uses, group homes, hospitals, schools and other learning institutions, and parks and open space areas where quiet is a basis for use.

4.4.5 No Impact/Less than Significant Impacts

The following impacts have been identified as having a less than significant impact or no impact on the environment with implementation of the proposed project.

4.4.5.1 Airport Noise Impacts

Threshold	For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, results in exposure of people residing or working in the project area to excessive noise levels. For a project within the vicinity of a private airstrip, expose people residing or working in the project area to excessive noise levels.

The nearest airport is the March Air Reserve Base, which is located approximately 0.75 mile northwest of the project site. The proposed project is not identified as being within the noise or safety

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contours delineated for the March Air Reserve Base Airport.[1] While the proposed project is located within two miles of a public airport, the proposed project would not have the potential to expose people working on the project site to excessive noise levels from airport operations as the project site is located outside of the noise and safety contours of March Air Reserve Base. A less than significant impact would occur with implementation of the proposed project. Additionally, the proposed project site is not located within the vicinity of a private airstrip; therefore, no impact associated with this issue would occur and no mitigation is required.

4.4.5.2 Groundborne Vibration Impacts

Threshold:	Would the project result in exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?

Vibration refers to groundborne noise and perceptible motion. Typical sources of groundborne vibration are construction activities (e.g., blasting, pile driving, and operating heavy-duty earthmoving equipment), steel-wheeled trains, and occasional traffic on rough roads. Groundborne vibration is almost exclusively a concern inside buildings and is rarely perceived as a problem outdoors, where the motion may be discernable but without the accompanying effects (e.g., shaking of a building). Groundborne vibration is measured in terms of the velocity of the vibration oscillations. When groundborne vibration exceeds 0.1 inch per second (in/sec), it is generally perceived as annoying to building occupants. The degree of annoyance is dependent upon type of land use, individual sensitivity to vibration, and the frequency of the vibration events. Typically, vibration levels must exceed 0.2 in/sec before building damage occurs. Problems with groundborne vibration and noise are usually localized to areas within about 100 feet from the vibration source, although there are examples of groundborne vibration causing interference out to distances greater than 200 feet.

The project site is not located near steel-wheeled trains. Additionally, roadways in the project area are either paved or would be paved and would not result in traffic driving over rough roads. Construction activities for the project site do not include blasting or pile driving. The primary vibratory source during the construction of the proposed project would be large bulldozers. Based on published data, typical bulldozer activities generate an approximate vibration level of 0.089 in/sec at a distance of 25 feet. At the distance of the nearest residence to the project boundary (approximately 1,000 feet) the estimated vibration level would not be discernable. While heavy-duty earthmoving equipment would be used during the construction phase of the project, the level of vibration would not be excessive or permanent, nor would it exceed the level at which building damage typically occurs. Therefore, impacts from construction-related groundborne vibration construction would be less than significant and no mitigation is required.

4.4.5.3 Long-Term Traffic Noise Impacts

Threshold	Would the project result in a substantial temporary, periodic, and/or permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

Only audible changes in existing ambient or background noise levels are considered potentially significant. It takes doubling of the traffic volume to have a 3 dB increase in traffic noise. Therefore, a 3 dBA increase in long-term noise levels above existing ambient noise levels is used as a threshold of significant change in this noise analysis.

The FHWA highway traffic noise prediction model (FHWA RD-77-108) was used to evaluate highway traffic-related noise conditions. The noise impact analysis was conducted using the future traffic

[1] *Figure 5.4-1 March Reserve Air Base Noise Impact Area*, City of Moreno Valley General Plan EIR, July 2006.

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volumes provided in the *Traffic Study* (LSA Associates, Inc., December 2011). In addition, unlike the urban area where the ground is filled with pavement, the project site is located in a rural/suburban area where there is vacant land around the project vicinity. Empirical data show that such environment is best analyzed with the soft site propagation for noise. The traffic noise modeling in this noise study uses 4.5 dBA per doubling of the distance for the soft site sound propagation from a line source. The future Year (2013) with and without project scenarios average daily traffic (ADT) volumes on roadway segments in the project vicinity were used to conduct the traffic noise modeling. The existing ADT volumes in the area were taken from the *Traffic Study* prepared for the proposed project. The modeled 24-hour CNEL levels are presented in Tables 4.4.G and 4.4.H for the Opening (2013) Year scenarios. Standard vehicle mix for Southern California streets was used in this analysis. Background traffic volumes at study area intersections for Year 2013 Without Project Traffic scenario represent the existing (2008) conditions plus the ambient growth that is expected to occur by the time the proposed project is built. Ambient growth considers increasing the existing (2008) volumes by 10.4 percent (or 2% per year compounded over five years). Traffic volumes for the Opening Year (2013) With Project Traffic scenario considers the addition of traffic generated by the proposed project to the Year 2013 Without Project conditions. Traffic volumes for the Opening Year (2013) Cumulative Without Project Traffic scenario were developed from information concerning approved and pending projects in the project vicinity obtained from the City of Moreno Valley and added to the Year 2013 Without Project Traffic volumes. Traffic volumes for the Opening Year (2013) Cumulative With Project Traffic scenario considers the addition of traffic generated by the proposed project to the Year 2013 Cumulative Without Project Traffic volumes. Noise levels presented in Tables 4.4.G and 4.4.H represent the worst-case scenario, which assumes that no shielding is provided between the traffic and the location where the noise contours are drawn.

Table 4.4.G: Year 2013 Without Project Traffic Noise Levels

Roadway Segment	ADT	Centerline to 70 CNEL (feet)	Centerline to 65 CNEL (feet)	Centerline to 60 CNEL (feet)	CNEL (dBA) 50 Feet from Centerline of Outermost Lane
Perris Blvd. between Gentian Ave. and Iris Ave.	30,200	88	186	399	71.8
Perris Blvd. between Iris Ave. and Krameria Ave.	34,600	96	203	437	72.4
Perris Blvd. between Krameria Ave. and Nandina Ave.	35,400	97	206	443	72.5
Perris Blvd. between Nandina Ave. and Grove View Rd.	35,500	97	207	444	72.5
Perris Blvd. between Grove View Rd. and Oleander Ave.	36,000	98	209	448	72.5
Indian Ave. between Nandina Ave. and Grove View Rd.	11,800	< 50	83	179	67.6
Indian Ave. between Grove View Rd. and Oleander Ave.	11,800	< 50	83	179	67.6
Oleander Ave. west of I-15 Ramps	8,400	< 50	79	170	67.3
Oleander Ave. between I-15 Ramps and Indian Ave.	25,900	78	167	360	72.2

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Table 4.4.G: Year 2013 Without Project Traffic Noise Levels

Roadway Segment	ADT	Centerline to 70 CNEL (feet)	Centerline to 65 CNEL (feet)	Centerline to 60 CNEL (feet)	CNEL (dBA) 50 Feet from Centerline of Outermost Lane
Oleander Ave. between Indian Ave. and Perris Blvd.	18,200	62	132	285	70.6
Nandina Ave. between Indian Ave. and Perris Blvd.	2,900	< 50	< 50	70	61.5

ADT = Average Daily Trips CNEL = Community Noise Equivalent Level dBA= A-weighted decibel.
*Traffic noise within 50 feet of the roadway centerline should be evaluated with site-specific information.

Source: *Noise Impact Analysis*, City of Moreno Valley. LSA Associates, Inc. December 2011.

Table 4.4.H: Year 2013 With Project Traffic Noise Levels

Roadway Segment	ADT	Centerline to 70 CNEL (feet)	Centerline to 65 CNEL (feet)	Centerline to 60 CNEL (feet)	CNEL (dBA) 50 Feet from Centerline of Outermost Lane	Increase CNEL (dBA) 50 Feet from Centerline of Outermost Lane
Perris Blvd. between Gentian Ave. and Iris Ave.	30,800	89	188	404	71.8	0.0
Perris Blvd. between Iris Ave. and Krameria Ave.	35,300	97	206	443	72.4	0.0
Perris Blvd. between Krameria Ave. and Nandina Ave.	36,100	98	209	449	72.5	0.0
Perris Blvd. between Nandina Ave. and Grove View Rd.	36,100	98	209	449	72.5	0.0
Perris Blvd. between Grove View Rd. and Oleander Ave.	36,600	99	211	453	72.6	0.1
Indian Ave. between Nandina Ave. and Grove View Rd.	13,000	< 50	89	191	68.0	0.4
Indian Ave. between Grove View Rd. and Oleander Ave.	13,900	< 50	93	200	68.3	0.7
Oleander Ave. west of I-15 Ramps	8,500	< 50	80	172	67.3	0.0
Oleander Ave. between I-15 Ramps and Indian Ave.	27,500	81	174	375	72.4	0.2
Oleander Ave. between Indian Ave. and Perris Blvd.	18,200	62	132	285	70.6	0.0
Nandina Ave. between Indian Ave. and Perris Blvd.	3,500	< 50	< 50	80	62.3	0.8

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Table 4.4.H: Year 2013 With Project Traffic Noise Levels

Roadway Segment	ADT	Centerline to 70 CNEL (feet)	Centerline to 65 CNEL (feet)	Centerline to 60 CNEL (feet)	CNEL (dBA) 50 Feet from Centerline of Outermost Lane	Increase CNEL (dBA) 50 Feet from Centerline of Outermost Lane
Perris Blvd. between Gentian Ave. and Iris Ave.	30,800	89	188	404	71.8	0.0
Perris Blvd. between Iris Ave. and Krameria Ave.	35,300	97	206	443	72.4	0.0
Perris Blvd. between Krameria Ave. and Nandina Ave.	36,100	98	209	449	72.5	0.0
Perris Blvd. between Nandina Ave. and Grove View Rd.	36,100	98	209	449	72.5	0.0

ADT = Average Daily Trips CNEL = Community Noise Equivalent Level dBA= A-weighted decibel.
*Traffic noise within 50 feet of the roadway centerline should be evaluated with site-specific information.

Source: *Noise Impact Analysis,* City of Moreno Valley. LSA Associates, Inc. December 2011.

As presented in Table 4.4.G (2013 with Project), project-related traffic noise level increases would be 0.8 dBA or less along all roadway segments analyzed. Noise level increases within this range are small and are not perceptible by the human ear. Therefore, no significant traffic noise impacts would occur to off-site land uses with implementation of the proposed project. Table 4.4.G also shows that the proposed warehouse distribution center uses are not impacted by the 75 dBA CNEL noise contour from Indian Street (within 50 feet of the roadway centerline), Oleander Avenue (within 50 feet of the roadway centerline), or Perris Boulevard (98 feet from the roadway centerline). Therefore, noise levels at the on-site uses are below the City's 75 dBA CNEL noise standard for industrial uses. No significant noise impacts to on-site industrial uses would occur and no mitigation measures are required.

4.4.5.4 Long-Term Operational Noise Impacts

Threshold:	Would the project cause exposure of persons to or generation of noise levels in excess of standards established in the *City of Moreno Valley General Plan, Moreno Valley Municipal Code*, or applicable standards of other agencies?

Potential long-term stationary noise impacts would primarily be associated with operations at the proposed warehouse distribution center. The proposed on-site warehouse distribution center would generate noise from truck delivery, loading/unloading activities at the loading areas, and other noise-producing activities within the parking lot. These activities are potential point sources of noise that could affect noise-sensitive receptors adjacent to the loading areas and parking lots, such as the existing residential uses to the north of the project site.

The project site is adjacent to Perris Boulevard to the east, Indian Street to the west, Grove View Road to the north and the Perris Valley Storm Drain Lateral B forms the southern boundary of the project site. Other warehouse distribution uses are located on adjacent properties to the west, north, and east. The remaining parcels adjacent to the project site are vacant. The nearest existing sensitive receptors in the vicinity of the project site are rural residential uses located along Nandina Avenue approximately 1,000 feet north of the project boundary. There are also nonconforming residential

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dwelling units within commercial and industrial uses on property zoned for commercial or industrial uses approximately 0.5 mile southwest of the project site on the south side of Oleander Avenue between Heacock Street and Patterson Avenue.

As indicated in the project's site plan (Figure 1.2), the proposed warehouse distribution use has loading docks on the north and south sides of the building, approximately 1,000 feet from the existing residences to the north. Noise associated with loading/unloading activities would potentially affect these existing residential uses. Other on-site, noise-producing activities may include traffic and activity within the parking lot (load talking, horn blowing, vehicle door slamming, truck idling, etc.).

As noise spreads from a source, it loses energy; therefore, the farther away the noise receiver is from the noise source, the lower the perceived noise level would be. Geometric spreading causes the sound level to attenuate or be reduced, resulting in a 6 dBA reduction in the noise level for each doubling of distance from a single-point source of noise, such as an idling truck, to the noise-sensitive receptor of concern. Although individual activity may generate relatively high and intermittent noise, when added to the typically lower ambient noise and averaged over a longer period of time, the cumulative noise level would be much lower and would be considered a less than significant impact.

Based on the preliminary site plan, the shortest distance (approximately 1,000 feet) from the existing residences to the nearest loading/unloading areas on the project site would result in a 26 dBA[1] noise attenuation (compared to the levels at 50 feet).

Truck Delivery and Loading and Unloading Noise. Delivery trucks for the proposed on-site warehouse distribution uses would result in a maximum noise similar to noise readings from loading and unloading activities for other warehouse distribution projects, which generates a noise level of approximately 75 dBA L_{max} at 50 feet and is used in this analysis. Based on the foregoing discussion, distance divergence of 1,000 feet provides 26 dBA noise attenuation; thus, loading/unloading noise at the proposed uses would be reduced to below 49 dBA L_{max}[2] at ground level of the nearest existing residences north of the project site. Based on the City's Municipal Code, Chapter 11.80.030, when measured at 200 feet or more from the real property line of the source of the sound (if the sound occurs on privately owned property as is the case here), the exterior noise standard is 60 dBA L_{max} during the day (8:00 a.m. to 10:00 p.m.) and 55 dBA L_{max} during the night (10:01 p.m. to 7:59 a.m.) for residential uses. This level of maximum noise levels is below the City's residential exterior noise standards of 60 dBA L_{max} during the day (8:00 a.m. to 10:00 p.m.) and the 55 dBA L_{max} standard during the night (10:01 p.m. to 7:59 a.m.). Although the typical truck unloading process takes an average of 15 to 20 minutes, this maximum intermittent noise level occurs in a much shorter period of time and would amount to less than a few minutes. This level of noise would be below the most stringent noise standard (55 dBA maximum noise standard at any time). Therefore, noise associated with loading and unloading activities at the loading areas associated with the proposed warehouse distribution uses would not result in noise levels exceeding the noise standards at the nearest residences to the north. Loading/unloading activities would not result in a significant noise impact at the nearest existing off-site residential uses and no mitigation is required.

Parking Lot Activity. Representative parking lot activities, such as conversing, doors slamming, engine startup, and slow-moving vehicles would generate approximately 60 to 70 dBA L_{max} at 50 feet. This level of noise is lower than that of the truck delivery and loading/unloading activities. With the noise attenuation effect from distance divergence (26 dBA noise attenuation) to the proposed on-site

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1 Based on the sound pressure level equation of L = 20 Log (Distance / Reference Distance); where L is the sound level (in dBA), the value of 20 is 20 µPa (Pascal) root mean squared or 20 units of pressure (usually considered the threshold of hearing), multiplied by the logarithm of the distance divided by the reference distance, thus (log [1,000 ft ÷ 50 ft] = 1.301; 1.301 × 20 = 26.02).

2 75 dBA L_{max} – 26 dBA L_{max} = 49 dBA L_{max}.

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warehouse buildings, noise levels in the parking lots of the proposed warehouse distribution uses would be below 44 dBA L_{max} and would not be significant; therefore, no mitigation is required.

Heating, Ventilating, and Air Conditioning Equipment Noise. The proposed project would have rooftop heating, ventilating, and air conditioning (HVAC) equipment, as well as ground floor garbage compactors. Although no final design is available at this time for the type and location of the rooftop mechanical units, based on noise measurements conducted at a similar use, rooftop HVAC units generate noise levels of approximately 62 dBA at 50 feet. The closest noise-sensitive land uses are existing residences which are located approximately 1,000 feet to the north from the nearest potential on-site rooftop HVAC equipment location. With the effect of distance divergence, noise generated by HVAC equipment would be reduced by 26 dBA[1] at the closest residences when compared with the noise level measured at 50 feet. Additionally, the roof edge (parapet) creates a noise barrier that reduces noise levels from rooftop HVAC units by an additional 3 to 5 dBA or more for ground floor receptors. Because of the attenuation achieved, nearest residences located to the north of the project site would be exposed to an exterior noise level of 33 dBA L_{max}[2] or lower. This range of noise levels is substantially lower than traffic noise on roadways in the project vicinity and the truck movement and loading/unloading noise. Therefore, because the City's exterior noise standard of 60 dBA L_{dn}/CNEL for HVAC equipment in residential district (Planning and Zoning Code, Chapter 9.03.040) would not be exceeded at the nearest sensitive noise receptors, no significant noise impact resulting from the operation of rooftop HVAC equipment would occur and no mitigation is required.

Garbage Compactor Noise. Garbage compactors generate approximately 70 dBA L_{max} at 6 feet. It is assumed that two garbage compactors would be located at the loading docks on the north side of the proposed buildings nearest to the existing residences. These compactors would be located approximately 1,000 feet from the nearest residences located to the north of the project site. This distance provides approximately 44 dBA[3] in noise attenuation when compared to noise levels measured at 6 feet. With the effect of distance divergence, noise generated by garbage compactors would be reduced to 26 dBA L_{max}[4] or lower at the closest residences. Because the City's exterior noise standard of 60 dBA L_{max} during the day and 55 dBA L_{max} during the night would not be exceeded, no significant noise impacts from the on-site garbage compactors would occur. In the absence of any significant impact, no mitigation is required.

Other Potential On-Site Operational Noise Sources. It is anticipated that the proposed uses would have some sort of speaker system at the truck loading docks. As stated previously, the closest loading docks to the residential areas to the north are approximately 1,000 feet from these existing residences to the north. Typical loud speakers generate a sound level of 75 dBA L_{max} at 50 feet. With the distance attenuation of 26 dBA the speaker noise at the nearest residences will be at or below 49 dBA L_{max}[5]. This range of maximum noise levels is lower than the City's nighttime exterior noise standards of 55 dBA L_{max}[6] standard. Therefore, noise associated with loading dock speakers at the proposed warehouse buildings would not result in noise levels exceeding the typical daytime or nighttime noise standards at the nearest residences to the southeast and no mitigation measures are required.

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1 log [1,000 ft ÷ 50 ft] = 1.301; 1.301 × 20 = 26.02)

2 HVAC equipment generates a noise level of approximately 62 dBA L_{max} at 50 feet. Accounting for distance divergence (log [1,000 ft ÷ 50 ft] = 1.301; 1.301 × 20 = 26.02) and shielding (minimum of 3 dBA), 62 dBA L_{max} – 26 dBA L_{max} – 3 dBA L_{max} = 33 dBA L_{max}.

3 log [1,000 ft ÷ 6 ft] = 2.222; 2.222 × 20 = 44.44.

4 Garbage compactors generate a noise level of approximately 70 dBA L_{max} at 6 feet. Accounting for distance divergence (log [1,000 ft ÷ 6 ft] = 2.222; 2.222 × 20 = 44.44), 70 dBA L_{max} – 44 dBA L_{max} = 26 dBA L_{max}.

5 75 dBA L_{max} – 26 dBA L_{max}= 49 dBA L_{max}.

6 *Chapter 11.80.030 City of Moreno Valley Municipal Code*, City of Moreno Valley.

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Interior Noise. The typical maximum allowable interior noise levels for residential uses are 45 dBA between 10:01 p.m. and 7:59 a.m. and 50 dBA between 8:00 a.m. and 10:00 p.m.[1] Typical southern California homes with windows open would achieve up to 12 dBA in exterior to interior noise reduction. When windows are closed, the noise attenuation increases to 24 dBA. Additionally, distance divergence of 1,000 feet provides 26 dBA of noise attenuation. Interior noise levels at the nearest residential homes to the north, attributable to loading/unloading activities from the nearest on-site loading areas, would be reduced to 37 dBA L_{max} with windows open[2] and to 25 dBA L_{max} with windows closed.[3] This range of noise level is compatible with or lower than typical household activity noise. Therefore, no significant interior noise impacts for the nearest sensitive receptors would occur and no mitigation is required.

4.4.6 Significant Impacts

4.4.6.1 Short-Term Construction Noise Impacts

Impact 4.4.6.1. *Noise levels from grading and other construction activities for the proposed project may range up to 65 dBA at the closest residences north of the project site for very limited times when construction occurs near the project's boundary. Construction-related noise impacts from the proposed project would be potentially significant.*

Threshold:	Would the project result in a substantial temporary, periodic, and/or permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

Two types of short-term noise impacts could occur during the construction of the proposed project. First, construction crew commutes and the transport of construction equipment and materials to the site for the proposed project would incrementally increase noise levels on access roads leading to the site. There would be a relatively high single-event noise exposure potential at a maximum level of 87 dBA L_{max} with trucks passing at 50 feet. However, the projected construction traffic would be small when compared with the existing traffic volumes on Indian Avenue, Perris Boulevard, and other affected streets. Furthermore, the proposed project's truck traffic will not travel on roadways adjacent to the existing residences as Nandina Avenue does not provide access to the project site. Therefore, short-term construction-related worker commutes and equipment transport noise impacts would be less than significant and no mitigation is required.

The second type of short-term noise impact is related to noise generated during excavation, grading, and building erection on the project site. Construction is completed in discrete steps, each of which has its own mix of equipment, and consequently, its own noise characteristics. These various sequential phases would change the character of the noise generated on the site, and therefore, the noise levels surrounding the site as construction progresses. Despite the variety in the type and size of construction equipment, similarities in the dominant noise sources and patterns of operation allow construction-related noise ranges to be categorized by work phase. Table 4.4.I lists typical construction equipment noise levels recommended for noise-impact assessments, based on a distance of 50 feet between the equipment and a noise receptor. Typical noise levels range up to 91 dBA L_{max} at 50 feet during the noisiest construction phases. The site preparation phase, which includes excavation and grading of the site, tends to generate the highest noise levels, because the noisiest construction equipment is earthmoving equipment. Earthmoving equipment includes excavating machinery such as backfillers, bulldozers, draglines, and front loaders. Earthmoving and compacting equipment includes compactors, scrapers, and graders. Typical operating cycles for these types of construction

1 *Model Community Noise Control Ordinance*, State of California, Department of Health, Office of Noise Control, 1977.

2 The loudest noise-generating use would come from loading/unloading activities. As previously identified, loading/unloading activities generate a noise level of approximately 75 dBA L_{max} at 50 feet. Accounting for distance divergence (log [1,000 ft ÷ 50 ft] = 1.301; 1.301 × 20 = 26.02); 75 dBA L_{max} – 26 dBA L_{max} – 12 dBA L_{max} = 37 dBA L_{max}.

3 75 dBA L_{max} – 26 dBA L_{max} – 24 dBA L_{max} = 25 dBA L_{max}.

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equipment may involve one or two minutes of full-power operation followed by three to four minutes at lower power settings.

Table 4.4.I: Typical Construction Equipment Maximum Noise Levels

Type of Equipment	Range of Maximum Sound Levels Measured (dBA at 50 feet)	Suggested Maximum Sound Levels for Analysis (dBA at 50 feet)
Pile Drivers, 12,000 to 18,000 ft-lb/blow	81 to 96	93
Rock Drills	83 to 99	96
Jack Hammers	75 to 85	82
Pneumatic Tools	78 to 88	85
Pumps	74 to 84	80
Dozers	77 to 90	85
Tractors	83 to 91	80
Scrapers	83 to 94	87
Haul Trucks	79 to 86	88
Cranes	71 to 87	82
Portable Generators	75 to 82	80
Rollers	77 to 82	80
Front-End Loaders	77 to 90	86
Hydraulic Backhoe	81 to 90	86
Hydraulic Excavators	81 to 90	86
Graders	79 to 89	86
Air Compressors	76 to 89	86
Trucks	81 to 87	86

Source: Noise Control for Buildings and Manufacturing Plants, Bolt, Beranek & Newman, 1987

Construction of the proposed project is expected to require the use of scrapers, bulldozers, and water and pickup trucks. Based on the information in Table 4.4.I, the maximum noise level generated by each scraper on the proposed project site is assumed to be approximately 87 dBA L_{max} at 50 feet from the scraper. Each bulldozer would generate approximately 85 dBA L_{max} at 50 feet. The maximum noise level generated by water and pickup trucks is approximately 86 dBA L_{max} at 50 feet from these vehicles. Each doubling of the sound sources with equal strength increases the noise level by three (3) dBA. Assuming that each piece of construction equipment operates at some distance from the other equipment, the worst-case composite noise level during this phase of construction would be 91 dBA L_{max} at a distance of 50 feet from the active construction area.

The nearest noise-sensitive receptor locations to the project site are existing residences approximately 1,000 feet to the north. These nearest residents may be subject to short-term, intermittent, maximum noise reaching 65 dBA L_{max}, generated by construction activities on the project site. The ambient noise associated with vehicular traffic and industrial uses in the project area would mask the majority of the construction noise from the project site. No significant construction noise impacts would occur if construction of the proposed project would occur within the permitted hours of 6:00 a.m. to 8:00 p.m. of any working day, and within the permitted hours of 7:00 a.m. and 8:00 p.m. on Sundays and federal holidays. Compliance with the construction hours specified in the City's Municipal Code would result in construction noise impacts that are less than significant. While impacts would be considered less than significant as long as construction activities occur within the designated hours identified in the City's Municipal Code, mitigation measures have been identified to

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reduce the noise levels that would expose nearby sensitive receptors to noise levels in excess of the City's noise standards.

Mitigation Measures. The following measures would reduce short-term construction-related noise impacts associated with the proposed project:

4.4.6.1A During all project site excavation and grading on site, the project contractor shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers consistent with manufacturers' standards.

4.4.6.1B The project contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest to the project site.

4.4.6.1C The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise-sensitive receptors nearest to the project site during all project construction.

4.4.6.1D During all project site construction activities, the construction contractor shall limit all construction-related activities that would result in high noise levels to between the hours of 6:00 a.m. and 8:00 p.m. on weekdays and between the hours of 7:00 a.m. to 8:00 p.m. on weekends and holidays, unless written approval is obtained from the City Building Official or City Engineer. For grading activity, the hours are limited to between 7:00 a.m. and 6:00 p.m. weekdays and 8:00 a.m. to 4:00 p.m. on weekends and holidays.

Level of Significance after Mitigation. With adherence to the City's designated construction hours and with implementation of the proposed mitigation measures, potential short-term construction noise impacts would be reduced below the level of significance.

4.4.7 Cumulative Impacts

The cumulative area for noise impacts is the City of Moreno Valley. Cumulative projects are identified in Chapter 2.0, Table 2.A and Figure 2.1. Implementation of the proposed project would result in the introduction of new noise sources and levels. Construction crew commutes and the transport of construction equipment, materials, and fill to the site for the proposed project would incrementally increase noise levels on access roads leading to the site. Secondary sources of noise would include noise generated during excavation, grading, and building erection on the project site. The net increase in project site noise levels generated by these activities and other sources has been quantitatively estimated and compared to the applicable noise standards and thresholds of significance. Although it is not possible to predict if contiguous properties may be constructed at the same time and create cumulative noise impacts that would be greater than if developed at separate times, it is unlikely that adjacent properties will be developed at the same time as the proposed project. However, in the unlikely event that adjacent properties are developed at the same time as the proposed project, implementation of the stated mitigation measures would render the cumulative impacts of the proposed project to less than significant levels. The noise analysis contained in this section also provides an assessment of on-site operational noise level impacts onto adjacent sensitive uses, both existing and future. Additionally, on-site operational noises are individual noise occurrences and are not additive in nature.

Cumulative traffic volumes were developed from the addition of traffic generated by approved and pending projects to opening year with project traffic volumes. Cumulative noise impacts associated with roadway noise have been addressed based on the cumulative traffic volumes. The increases over existing traffic volumes are attributable to cumulative development projects in the project vicinity and region. As indicated, the cumulative roadway noise (with project) assessment concludes that

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noise levels along all roadway segments analyzed would not exceed baseline noise levels by 3 dBA or more. Comparing cumulative noise levels that would occur both with and without the project, the proposed project would not expose sensitive uses located adjacent to area roadways to excessive noise levels. As indicated, the future roadway noise assessment concludes that there will be no significant roadway noise impacts associated with cumulative project conditions. Therefore, there are no projects that would, in combination with the proposed project, produce significant noise impacts to sensitive land uses from on-site operational noise. Thus, no significant cumulative noise impacts would occur after implementation of the proposed mitigation measures.

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4.5 TRANSPORTATION AND TRAFFIC

This section analyzes the potential traffic and circulation impacts of the proposed project based on the *Traffic Study*,[1] which is included in its entirety as Appendix G to this EIR. This section examines the project's traffic impacts on the existing baseline and opening year (2013) cumulative traffic scenarios.

4.5.1 Existing Setting

4.5.1.1 Existing Traffic Controls and Intersection Geometrics

An inventory of the existing study area street system was conducted by LSA Associates, Inc. Existing study area locations are illustrated in Figure 4.5.1 and consist of 6 project driveways, and 12 off-site intersections (for a total of 18 study area intersections), and 6 adjacent roadway segments. The northern driveway on Perris Boulevard will be for emergency access only and therefore has not been evaluated in this analysis. In the project vicinity, existing Perris Boulevard is a divided six-lane arterial roadway and Indian Street is a divided major arterial roadway. In addition, for informational purposes and disclosure to California Department of Transportation (Caltrans), the 7 freeway segments along Interstate 215 (I-215) in the project vicinity were analyzed.

Study area intersections include the following:

- I-215 Southbound Ramps/Harley Knox Boulevard;
- I-215 Northbound Ramps/Harley Knox Boulevard;
- Indian Street/Nandina Avenue;
- Indian Street/Grove View Road;
- Indian Street/North Project Driveway;
- Indian Street/South Project Driveway;
- Indian Street/Harley Knox Boulevard;
- Perris Boulevard/Gentian Avenue;
- Perris Boulevard/Iris Avenue;
- Perris Boulevard/Krameria Avenue;
- Perris Boulevard/Nandina Avenue;
- Perris Boulevard/Grove View Road-Globe Street;
- Perris Boulevard/North Project Driveway;
- Perris Boulevard/South Project Driveway;
- Perris Boulevard/Harley Knox Boulevard;
- West Project Driveway/Grove View Road;
- Main Project Driveway/Grove View Road; and
- East Project Driveway/Grove View Road.

[1] *Traffic Study, VIP Moreno Valley, City of Moreno Valley, Riverside County, California*, prepared for Vogel Engineers, Inc., LSA Associates, Inc., April 2012.

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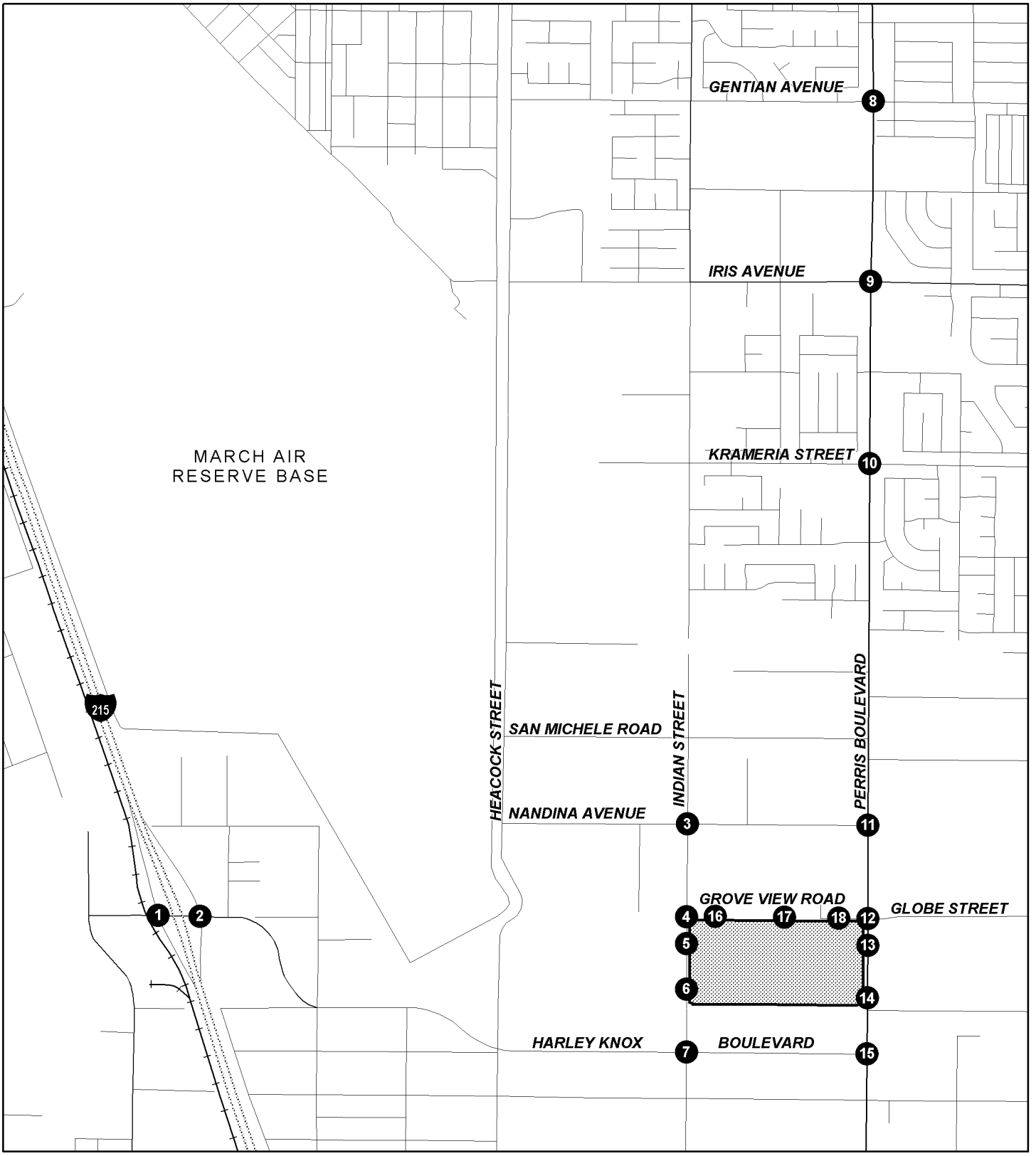

LSA

FIGURE 4.5.1

N

0 1,000 2,000

FEET

Project Location

Study Area Intersections

SOURCE: Thomas Bros., 2009

VIP Moreno Valley
Environmental Impact Report

Study Area Intersections

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Study area roadway segments include the following:

- Nandina Avenue west of Indian Avenue;
- Harley Knox Boulevard west of Indian Avenue;
- Indian Street north of Grove View Road;
- Indian Street south of the south project driveway;
- Perris Boulevard north of Grove View Road; and
- Perris Boulevard south of the south project driveway.

Study area freeway segments include the following:

- Freeway segment north of Harley Knox Boulevard;
- Harley Knox Boulevard On-Ramp (merge area) at Northbound I-215;
- Freeway segment between Harley Knox Boulevard Ramps;
- Harley Knox Boulevard Off-Ramp (diverge area) at Northbound I-215;
- Freeway segment south of Harley Knox Boulevard;
- Harley Knox Boulevard Off-Ramp (diverge area) at Southbound I-215; and
- Harley Knox Boulevard On-Ramp (merge area) at Southbound I-215.

4.5.1.2 Existing Baseline Traffic Volumes

Existing traffic conditions for the study area intersections are based on a.m. and p.m. peak hour intersection turning movement counts collected by Counts Unlimited, Inc. in December 2007, with the exception of the intersection of Perris Boulevard/South Project Driveway. The intersection of Perris Boulevard/South Project Driveway was counted in May 2009 to document traffic from the Ross distribution center driveway, and was adjusted to reflect year 2007 conditions by matching the south leg approach and departure volumes with the north leg of Perris Boulevard/Harley Knox Boulevard. Count sheets are contained in the Traffic Study, included as Appendix G of this EIR. Since it has been four years since the 2007 counts, traffic counts were conducted for 3 locations near the project in 2011. However, since the 2011 counts were found to be lower than the 2007 counts due to reduced vehicular travel arguably caused by the current economic conditions, the 2007 counts were maintained to present a conservative approach for existing baseline traffic conditions. A comparison of the 2007 counts to the 2011 counts is included in Appendix G of this EIR.

Existing daily traffic volumes for the 6 study area roadway segments are based on daily counts collected by Counts Unlimited, Inc. in June 2009. For the 7 freeway segments, existing freeway segment bidirectional volumes are derived from the Annual Average Daily Traffic (AADT) volume data published by Caltrans in 2009.

Vehicle classification counts were conducted at the intersections of I-215 Southbound Ramps/Harley Knox Boulevard, I-215 Northbound Ramps/Harley Knox Boulevard, Indian Street/Nandina Avenue, Indian Street /Harley Knox Boulevard, Perris Boulevard/Gentian Avenue, Perris Boulevard/South Project Driveway, and Perris Boulevard/Harley Knox Boulevard. Based on recommendation from the City of Moreno Valley, Passenger Car Equivalent (PCE) volumes at these locations were computed using a PCE factor of 1.5 for 2-axle trucks, 2.0 for 3-axle trucks, and 3.0 for trucks with 4 or more axles. The percentage of trucks at intersections where classification counts were not conducted was determined based on percentage of trucks and average truck PCE at the nearest intersection with

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classification counts. Detailed volume development worksheets are included in the Traffic Study (Appendix G).

The peak hour volumes for freeway segments are derived from a percentage of the bidirectional AADT known as the K factor multiplied by the percentage of peak hour travel in the peak direction known as the D factor. Based on Caltrans data, 7.9 percent (K factor) of AADT occurs in the a.m. peak hour with 63.3 percent (D factor) of the total traffic traveling southbound and 36.7 percent in the northbound direction. In addition, 7.4 percent of AADT occurs in the p.m. peak hour with 56.3 percent of the total traffic traveling southbound and 43.7 percent in the northbound direction.

4.5.1.3 Existing Intersection Levels of Service

Traffic Level of Service Definitions. Level of service (LOS) will be referred to frequently in this section. Roadway operations and the relationship between capacity and traffic volumes are generally expressed in LOS, which are defined using the letter grades A through F (Table 4.5.A) and reflect the reality that conditions rapidly deteriorate as traffic approaches a thoroughfare's absolute capacity.

LOS was used in the traffic study to determine adequate operation of each of the study intersections. These intersections were selected based on the City of Moreno Valley Public Works Department staff recommendations. The distribution of project trips was developed in consultation with City staff by examining the location of the proposed project trips in relation to the surrounding residential areas, as well as the regional roadway network, which follows current practice. The freeway segments on I-215 are under the jurisdiction of Caltrans; all study intersections on Harley Knox Boulevard are under the jurisdiction of the City of Perris; and all other study intersections are under the jurisdiction of the City of Moreno Valley.

Table 4.5.A: Traffic Level of Service (LOS) Definitions

LOS	Description
A	No approach phase is fully utilized by traffic and no vehicle waits longer than one red indication. The approach appears quite open, turns are made easily, and nearly all drivers find freedom of operation.
B	This service level represents stable operation, where an occasional approach phase is fully utilized and a substantial number approach full use. Many drivers begin to feel restricted within platoons of vehicles.
C	This level still represents stable operating conditions. Occasionally drivers may have to wait through more than one red signal indication, and backups may develop behind turning vehicles. Most drivers feel somewhat restricted, but not objectionably so.
D	This level encompasses a zone of increasing restriction approaching instability at the intersection. Delays to approaching vehicles may be substantial during short peaks within the peak period; however, enough cycles with lower demand occur to permit periodic clearance of developing queues, thus preventing excessive backups.
E	Capacity occurs at the upper end of this service level. It represents the most vehicles that any particular intersection approach can accommodate. Full utilization of every signal cycle is seldom attained no matter how great the demand.
F	This level describes forced flow operations at low speeds, where volumes exceed capacity. These conditions usually result from queues of vehicles backing up from a restriction downstream. Speeds are reduced substantially and stoppages may occur for short or long periods of time due to the congestion. In the extreme case, both speed and volume can drop to zero.

Source: *Highway Capacity Manual*, *Special Report 209*, Transportation Research Board, Washington, DC, 1985.

4.5.1.4 Level of Service Standards

Intersections on Harley Knox Boulevard are under the jurisdiction of the City of Perris, and all other study intersections are under the jurisdiction of the City of Moreno Valley. The City of Moreno Valley's

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standard for peak hour intersection LOS and roadway segment LOS is either LOS C or LOS D, depending on the LOS defined for that roadway in the General Plan Circulation Element. The standard of LOS D applies to all City intersections and roadways analyzed in the traffic study conducted for the proposed project. The intersection and roadway level of service standard for the City of Perris is D. Caltrans considers acceptable LOS to be between LOS C and LOS D for all intersections under its jurisdiction; therefore, all signalized ramp terminus intersections on I-15 must operate with a weighted average delay of 45 seconds or less (representing the midpoint of the delay range for LOS D). If project traffic contributes to an existing or cumulative unsatisfactory LOS, it is considered a significant cumulative impact. Therefore, recommendation of circulation improvements is required for all intersections operating at LOS E or F. Any intersection operating below the relevant jurisdiction's level of service is considered an impact requiring mitigation. Table 4.5.B summarizes the level of service criteria for unsignalized and signalized intersections.

Table 4.5.B: Level of Service Criteria for Unsignalized and Signalized Intersections

Level of Service	Unsignalized Intersection Average Delay per Vehicle (seconds)	Signalized Intersection Average Delay per Vehicle (seconds)
A <	_ 10	≤ 10
B	> 10 and ≤ 15	> 10 and ≤ 20
C	> 15 and ≤ 25	> 20 and ≤ 35
D	> 25 and ≤ 35	> 35 and ≤ 55
E	> 35 and ≤ 50	> 55 and ≤ 80
F	> 50	> 80

Source: Transportation Research Board, *2000 Highway Capacity Manual*, *Intersection Level of Service Criteria*, December 2000.

As previously stated, the freeway segments on I-215 are under the jurisdiction of Caltrans. The level of service standard for freeway segments is LOS E. Any freeway segment operating below the level of service standard E is considered an impact requiring mitigation.

4.5.1.5 Baseline and Cumulative Traffic Scenarios

Existing baseline and cumulative peak hour traffic operations have been evaluated for both the a.m. and p.m. peak hours of traffic at the study area intersections. A level of service analysis was conducted to evaluate existing baseline and cumulative a.m. and p.m. peak hour traffic operations at the study area intersections. LOS is discussed in the following paragraphs for these two traffic analysis scenarios against which project impacts are compared:

- Existing setting baseline without the project; and,
- Opening year (2013) cumulative without the project.

Existing Setting Baseline. Existing traffic volumes at study area intersections are based on peak hour intersection turn movement counts. An intersection level of service analysis was conducted for existing conditions to determine current circulation system performance. As identified in Table 4.5.C, all study area intersections are currently operating at a satisfactory level of service (LOS D) or better.

A roadway segment level of service analysis was conducted for existing without project conditions to determine current roadway performance. Table 4.5.C summarizes the level of service analysis results. As shown in Table 4.5.C, the following roadway segments operate at unsatisfactory levels of service:

- Perris Boulevard north of Grove View Road (southbound); and

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- Perris Boulevard south of South Project Driveway (northbound and southbound).

Table 4.5.C also summarizes the existing without project levels of service for freeway segments and ramp merge/diverge areas. As shown in Table 4.5.C, the following freeway segments and ramp merge/diverge areas operate at unsatisfactory levels of service:

- Harley Knox Boulevard Off-Ramp (diverge area) at Southbound I-215 (a.m. peak hour); and
- Harley Knox Boulevard On-Ramp (merge area) at Southbound I-215 (a.m. peak hour).

Opening Year (2013) Cumulative Without the Project. For the opening year (2013) cumulative scenario, information concerning approved and pending projects in the project vicinity was obtained from the City of Moreno Valley, City of Perris, County of Riverside, and March JPA and added to the year 2013 traffic volumes. From this information, 44 projects were identified that would interact with the proposed project and have potential impacts at the study intersections under year 2013 conditions. Trip generation for the approved and pending projects were calculated based on the rates published in the ITE *Trip Generation,* 8th Edition. As identified in Table 4.5.C, the following nine intersections were forecast to operate at unsatisfactory levels of service in opening year 2013 cumulative without the project:

- I-215 Southbound Ramps/Harley Knox Boulevard (a.m. and p.m. peak hours);
- I-215 Northbound Ramps/Harley Knox Boulevard (a.m. and p.m. peak hours);
- Indian Street/Harley Knox Boulevard (a.m. and p.m. peak hours);
- Perris Boulevard/Gentian Avenue (a.m. and p.m. peak hours);
- Perris Boulevard/Krameria Avenue (a.m. and p.m. peak hours);
- Perris Boulevard/Nandina Avenue (a.m. and p.m. peak hours);
- Perris Boulevard/Grove View Road (a.m. and p.m. peak hours);
- Perris Boulevard/South Project Driveway (a.m. and p.m. peak hours); and
- Perris Boulevard/Harley Knox Boulevard (a.m. and p.m. peak hours).

A roadway segment level of service analysis was conducted for the year 2013 cumulative without project conditions to determine projected roadway performance. Table 4.5.C summarizes the level of service analysis results. As shown in Table 4.5.C, the following three roadway segments are projected to operate at unsatisfactory levels of service:

- Harley Knox Boulevard west of Indian Street (eastbound and westbound);
- Perris Boulevard north of Grove View Road (southbound only); and
- Perris Boulevard south of South Project Driveway (northbound and southbound).

Table 4.5.C also summarizes the year 2013 cumulative without project levels of service for freeway segments and ramp merge/diverge areas and shows that the following freeway segments and ramp merge/diverge areas are projected to operate at unsatisfactory levels of service:

- Freeway segment north of Harley Knox Boulevard (a.m. peak hour);
- Harley Knox Boulevard Off-Ramp (diverge area) at Southbound I-215 (a.m. peak hour); and
- Harley Knox Boulevard On-Ramp (merge area) at Southbound I-215 (a.m. peak hour).

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Table 4.5.C: Baseline and Cumulative Levels of Service Without Project

Location	Traffic Control/Type	Level of Service (LOS)			
		Existing		Opening Year (2013) Cumulative	
		AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour
Study Area Intersections					
I-215 Southbound Ramps/Harley Knox Boulevard	Signal	C	C	**F**	**F**
I-215 Northbound Ramps/Harley Knox Boulevard	Signal	C	B	**F**	**F**
Indian Street/Nandina Avenue	Signal	C	C	C	D
Indian Street/Grove View Road	TWSC	B	B	B	B
Indian Street/North Project Driveway	TWSC	*Future Intersection*		*Future Intersection*	
Indian Street/South Project Driveway	TWSC	*Future Intersection*		*Future Intersection*	
Indian Street/Harley Knox Boulevard	Signal	C	C	**F**	**F**
Perris Boulevard/Gentian Avenue	Signal	B	C	**F**	**F**
Perris Boulevard/Iris Avenue	Signal	**D**	**C**	**F**	**F**
Perris Boulevard/Krameria Avenue	Signal	C	**C**	**F**	**F**
Perris Boulevard/Nandina Avenue	Signal	B	B	**F**	**F**
Perris Boulevard/Grove View Road	Signal	B	B	**F**	**F**
Perris Boulevard/North Project Driveway	TWSC	*Future Intersection*		*Future Intersection*	
Perris Boulevard/South Project Driveway	Signal	A	A	**F**	**F**
Perris Boulevard/Harley Knox Boulevard	Signal	**B**	**B**	**F**	**F**
West Project Driveway/Grove View Road	TWSC	*Future Intersection*		*Future Intersection*	
Center Project Driveway/Grove View Road	TWSC	*Future Intersection*		*Future Intersection*	
East Project Driveway/Grove View Road	TWSC	*Future Intersection*		*Future Intersection*	
Study Area Roadway Segments					
Nandina Avenue west of Indian Street	NA	A	A	A	A
Harley Knox Boulevard west of Indian Street	NA	A	B	F	F
Indian Street north of Grove View Road	NA	A	A	D	D
Indian Street south of South Project Driveway	NA	A	A	E	F
Perris Boulevard north of Grove View Road	NA	A	F C		F
Perris Boulevard south of South Project Driveway	NA	F	F	F	F

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Table 4.5.C: Baseline and Cumulative Levels of Service Without Project

Location	Traffic Control/Type	Level of Service (LOS)			
		Existing		Opening Year (2013) Cumulative	
		AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour
Study Area Freeway Segments and Ramps					
I-215 Northbound					
North of Harley Knox Boulevard	Basic	C	C	C	D
Harley Knox Boulevard On-Ramp (merge area)	1 Lane Off	C	C	D	D
Between Harley Knox Boulevard Ramps	Basic	B	B	C	C
Harley Knox Boulevard Off-Ramp (diverge area)	1 Lane On	C	C	D	D
South of Harley Knox Boulevard	Basic	C	C	C	D
I-215 Southbound					
North of Harley Knox Boulevard	Basic	E	D	F E	
Harley Knox Boulevard Off-Ramp (diverge area)	1 Lane Off	F D		F F	
Between Harley Knox Boulevard Ramps	Basic	E	D	E	D
Harley Knox Boulevard On-Ramp (merge area)	1 Lane On	F D		F D	
South of Harley Knox Boulevard	Basic	D	D	F	D

Shaded = Exceeds LOS standard; TWSC = Two Way Stop Control
Source: *Traffic Study, VIP Moreno Valley, City of Moreno Valley, City of Moreno Valley, Riverside County, California,* LSA Associates, Inc., April 2012, Appendix G of this EIR.

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4.5.2 Existing Policies and Regulations

The City of Moreno Valley's current General Plan was approved in July 2006. Goals and policies extracted from the Circulation Element are included in the current General Plan. The specific policies and recommendations of implementation of the General Plan that are relevant to the proposed project are as follows:

Circulation Element

Objective 5.1 Create a safe, efficient, and neighborhood-friendly street system.

Policy 5.1.1 Plan access and circulation of each development project to accommodate vehicles (including emergency vehicles and trash trucks), pedestrians, and bicycles.

Policy 5.1.2 Plan the circulation system to reduce conflicts between vehicular, pedestrian and bicycle traffic.

Policy 5.1.3 Require adequate off-street parking for all developments.

Policy 5.1.4 Driveway placement shall be designed for safety and to enhance circulation wherever possible.

Policy 5.1.5 Incorporate American Disability Act (ADA) and Title 24 requirements in roadway improvements as appropriate.

Policy 5.1.6 Design new developments to provide opportunity for access and circulation to future adjacent developments.

Objective 5.3 Maintain Level of Service (LOS) C on roadway links, wherever possible, and LOS D in the vicinity of SR 60 and high employment centers.

Policy 5.3.1 Obtain right-of-way and construct roadways in accordance with the designation shown on the General Plan Circulation Element Map and the City street improvement standards.

Policy 5.3.5 Ensure that new development pays a fair-share cost to provide local and regional transportation improvements and to mitigate cumulative traffic impacts. For this purpose, require new developments to participate in Transportation Uniform Mitigation Fee (TUMF), the Development Impact Fee Program (DIF), and any other applicable transportation fee programs and benefit assessment districts.

Policy 5.3.6 Where new developments would increase traffic flows beyond the LOS C (or LOS D, where applicable), require appropriate and feasible mitigation measures as a condition of approval. Such measures may include extra right-of-way and improvements to accommodate left-turn and right-turn lanes at intersections, or other improvements.

Policy 5.3.7 Provide consideration to projects that have overriding regional or local benefits that would be desirable even though the LOS standards cannot be met. These projects would be required to analyze traffic impacts and mitigate such impacts to the extent that it is deemed feasible.

Objective 5.5 Maximize efficiency of the local circulation system by using appropriate policies and standards to design, locate, and size roadways.

Policy 5.5.3 Prohibit points of access from conflicting with other existing or planned access points. Require points of access to roadways to be separated sufficiently to maintain capacity, efficiency, and safety of the traffic flow.

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Policy 5.5.4 Wherever possible, minimize the frequency of access points along streets by the consolidation of access points between adjacent properties on all circulation element streets, excluding collectors.

Policy 5.5.5 Design streets and intersections in accordance with the Moreno Valley Municipal Code.

Policy 5.5.8 Whenever possible, require private and public land developments to provide on-site and off-site improvements necessary to mitigate any development-generated circulation impacts. A review of each proposed land development project shall be undertaken to identify project impacts to the circulation system. The City may require developers to provide traffic impact studies prepared by qualified professionals to identify the impacts of a development.

Policy 5.5.9 Design curves and grades to permit safe movement of vehicular traffic per applicable Caltrans and Moreno Valley standards.

Policy 5.5.10 Provide adequate sight distances for safe vehicular movement at all intersections and driveways.

Objective 5.8 Encourage development of an efficient public transportation system for the entire community.

Policy 5.8.4 Ensure that all new developments make adequate provision for bus stops and turnout areas for both public transit and school bus service.

Objective 5.11 Eliminate obstructions that impede safe movement of vehicles, bicyclists, and pedestrians.

Policy 5.11.2 Driveways shall be designed to avoid conflicts with pedestrian and bicycle travel.

Program 5-1 Periodically review current traffic volumes, traffic collision data, and the pattern of urban development to coordinate, program, and as necessary revise the planning and prioritization of road improvements.

Program 5-6 Conduct studies of specified arterial segments to determine if any additional improvements will be needed to maintain an acceptable LOS at General Plan build-out. Generally, these segments will be studied as new developments are proposed in their vicinity. Measures will be identified that are consistent with the Circulation Element designation of these roadway segments, such as additional turn lanes at intersections, signal optimization by coordination and enhanced phasing, and travel demand management measures. The study of specified arterial segments will be required to identify measures to maintain an acceptable LOS at General Plan build-out for at least one of the reasons discussed below:

(a) Segments will need improvement, but their ultimate volumes slightly exceed design capabilities.

(b) Segments will need improvements but require inter-jurisdictional coordination.

(c) Segments would require significant encroachment on existing adjacent development if built out to their Circulation Element designations.

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Program 5-13 Implement Transportation Demand Management (TDM) strategies that reduce congestion in the peak travel hours. Examples include carpooling, telecommuting, and flexible work hours.

City of Moreno Valley Development Impact Fee Program

The City of Moreno Valley has a development impact fee (DIF) program that is used to collect fees from new residential, commercial, and industrial development for funding roadways and intersections to accommodate City growth as identified in the City's General Plan Circulation Element. The City of Moreno Valley updated its DIF program in February 2008 in response to the City's General Plan update, which occurred in 2006. Adoption of the updated DIF program has been deferred. The DIF program was updated to include new roadway segments and intersections necessary to accommodate future growth and to ensure that the identified street improvements would operate at or above the City's LOS performance threshold. The DIF program includes facilities that are not part of improvements identified and covered by the TUMF program. Therefore, the pairing of regional and local fee programs provides a more comprehensive funding and implementation plan to ensure an adequate circulation system. Under the City's DIF program, the City may grant to developers a credit against specific components of fees when those developers construct certain improvements identified in the list of improvements funded by the DIF program.

After the City's DIF fees are collected, they are placed in a separate account. The timing to use the DIF fees is established through periodic capital improvement programs, which are overseen by the City's Public Works Department. The City's DIF program establishes a mechanism to fund design and construction of General Plan roadways. The City uses citywide traffic counts, traffic trends, and a review of traffic accidents to determine the timing of the improvements listed in its capital improvement facilities list. The City also uses these data to prioritize the timing of improvements listed on the facilities list.

Transportation Uniform Mitigation Fee Program

The Transportation Uniform Mitigation Fee (TUMF) program, which is administered by the Western Riverside Council of Governments (WRCOG), is based upon a regional Nexus Study completed in early 2003 and updated in 2006. The update addresses major changes in right-of-way acquisition and improvement cost factors. The TUMF identifies a network of roadways needed to accommodate growth through 2030. This program ensures that development pays its fair share and that funding is in place for construction of facilities needed to maintain the requisite levels of service and is critical to mobility in the region. The TUMF is implemented in every jurisdiction in Western Riverside County.

TUMF fees are imposed on new residential, industrial, and commercial development through application of the TUMF fee ordinance and fees are generally collected at the building permit stage. After the TUMF fees are collected, they are placed in a separate interest-bearing account pursuant to the requirements of Government Code sections 66000 et seq. The TUMF funds both local and regional projects. Local projects receive about 48 percent of all funds, are programmed into five localized zones, and fund the construction of localized projects that are proposed by the affected local jurisdictions within each zone.

4.5.3 Methodology

Evaluation of traffic and circulation impacts associated with the proposed project includes the following:

4.5.3.1 Project Trip Generation

The project trip generation is based on the City of Moreno Valley trip rates for High-Cube warehousing as derived from the NAIOP trip generation study (2006). Based on discussion with the City, the vehicle splits for Truck Terminal from the City of Fontana's *Truck Trip Generation Study* were used to convert project trips into PCE trips.

Table 4.5.D shows the calculation of the project trip generation. As shown in Table 4.5.D, the project is expected to generate 327 PCE trips in the a.m. peak hour, 388 PCE trips in the p.m. peak hour, and 5,052 daily PCE trips.

Table 4.5.D: Project Trip Generation

Vehicle Type	A.M. Peak Hour			P.M. Peak Hour			Daily
	In	Out	Total	In	Out	Total	
Passenger Cars	45	37	82	23	74	97	1,256
Truck Trips (total raw trucks)	45	50	95	74	39	113	1,475
2-axle (PCE)	8	9	17	12	8	20	249
3-axle (PCE)	22	26	48	38	20	58	760
4+-axle (PCE)	87	93	180	141	72	213	2,787
Total Trips (PCE)[1]	**162**	**165**	**327**	**214**	**174**	**388**	**5,052**

Notes: PCE = Passenger Car Equivalent.
Total a.m. peak hour, p.m. peak hour and daily rates from modified NAIOP rates for High-Cube Warehousing as approved by the City of Moreno Valley.
All trip generation rates converted to car and truck trips using vehicle mix and enter/exit splits for Truck Terminal from Fontana Truck Trip Generation Study.
Truck trips converted to PCEs based on the SANBAG PCE values.
[1] Total Trips (PCE) = Passenger Cars + PCE Truck Trips.

The concept of PCEs accounts for the larger impact of trucks on traffic operations. It does so by assigning each type of truck a PCE factor that represents the number of passenger vehicles that could travel through an intersection in the same time that a particular type of truck could. PCE volumes for study area locations were computed using a PCE factor of 1.5 for 2-axle trucks, 2.0 for 3-axle trucks, and 3.0 for trucks with 4 or more axles, which are values recommended by the City of Moreno Valley. For example, in this report, trucks with four or more axles have been assigned a PCE factor of 3.0, indicating that three passenger vehicles could travel through an intersection in the same amount of time required for a single truck with four or more axles; therefore, the impacts and mitigations identified in this EIR incorporate the impact of trucks on intersection operations.

4.5.3.2 Trip Distribution and Assignment

Trip distribution patterns were estimated by examining the location of the project in relation to the regional roadway network and adjoining land uses and through consultation with City staff. Trip distribution was developed separately for passenger vehicles and trucks. Trip distribution for roadway segments was developed using a similar methodology.

The project trip generation was applied to the trip distribution patterns for the proposed project to develop trip assignments for new project trips. Trip assignment for roadway segments was developed by applying the project daily trip generation to the roadway segment distribution.

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4.5.4 Thresholds of Significance

In the Initial Study[1] for this project, it was concluded that the proposed project could create potentially significant traffic impacts associated with the following CEQA traffic impact thresholds of significance if the project would:

- *Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways, and freeways, pedestrian and bicycle paths, and mass transit.*

  (A significant traffic impact would occur if the project would cause a decrease from a standard LOS to a less than standard LOS at a study intersection based on a peak hour analysis.)

  - City of Moreno Valley LOS C or LOS D, depending on the LOS defined for that roadway in the General Plan Circulation Element, and
  - California Department of Transportation LOS standard is LOS D.
- *Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways.*
- *Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks.*

The Initial Study also concluded that the project would not impact or would create a less than significant impact associated with the following CEQA traffic impact thresholds:

- *Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment).*
- *Result in inadequate emergency access.*
- *Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease performance or safety of such facilities.*

4.5.5 No Impact/Less than Significant Impacts

The following potential impacts were determined to be less than significant. In each of the following issues, either no impact would occur (therefore, no mitigation would be required) or adherence to established regulations, standards, and policies would reduce potential impacts to a less than significant level.

4.5.5.1 Design Features or Incompatible Uses

Threshold	Would the proposed project substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

The design of roadways must provide adequate sight distance and traffic control measures. This provision is normally realized through roadway design to facilitate roadway traffic flows. Roadway

[1] *Initial Study, VIP Moreno Valley, City of Moreno Valley, Riverside County, California*, prepared by LSA Associates, Inc., July 25, 2011 (see Appendix A).

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improvements in and around the project site would be designed and constructed to satisfy all City requirements for street widths, corner radii, intersection control as well as in corporate design standards tailored specifically to site access requirements.

The final design of all roadways and intersections within the project site access would be reviewed by a licensed professional civil engineer to ensure adequate safety when traveling to and from the project site. The proposed project does not include any sharp curves or dangerous intersections in its design. Adherence to applicable existing requirements of the City of Moreno Valley consistent with the City's Circulation Element Objectives 5.1 (create a safe, efficient, and neighborhood-friendly street system), 5.5 (maximize efficiency of the local circulation system by using appropriate policies and standards to design, locate, and size roadways), and 5.11 (eliminate obstructions that impede safe movement of vehicles, bicyclists, and pedestrians) and other agencies would reduce impacts associated with this issue to a less than significant level and no mitigation is required.

4.5.5.2 Inadequate Emergency Access

Threshold	Would the proposed project result in inadequate emergency access?

The developers of the proposed project would be required to design, construct, and maintain structures, roadways, and facilities to provide for adequate emergency access and evacuation. Construction activities, which may temporarily restrict vehicular traffic, would be required to implement adequate and appropriate measures to facilitate the passage of persons and vehicles through/around any required road closures. The proposed project design would be submitted to and approved by the City's Fire and Police Departments prior the issuance of building permits. Adherence to applicable existing requirements of the City of Moreno Valley and other agencies would reduce impacts associated with this issue to a less than significant level and no mitigation is required.

4.5.5.3 Alternative Transportation

Threshold	Would the proposed project conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?

The Riverside Transit Agency (RTA) has numerous bus routes that serve the City of Moreno Valley and bus service in the project area is via Route 19. Route 19 provides service along Perris Boulevard and provides a bus stop along Perris Boulevard north of Lateral B of the Perris Valley Storm Drain adjacent to the project site, at the intersection of Perris Boulevard and Nandina Avenue approximately one quarter mile north of the site, at the intersection of Perris Boulevard and E. Nance Street approximately one quarter mile south of the project site, at the intersection of Perris Boulevard and Markham Street approximately one half mile south of the project site, and at the intersection of Perris Boulevard and Ramona Expressway, approximately 1.0 mile south of the project site. RTA provides service along Perris Boulevard and provides service directly to the project site. The City also provides a multi-use trail system as part of the City's Master Plan of Trails. These trails provide for recreational and non-motorized travel throughout the City. The City's *Master Plan of Trails Map*[1] does not identify any existing or proposed trails in the vicinity of the project site.

The design of the proposed project would be required to adhere to applicable City of Moreno Valley standards that support and/or facilitate alternative modes of transportation, including but not limited to pedestrian pathways and sidewalks consistent with the City's Circulation Element Objective 5.8 (encourage development of an efficient public transportation system for the entire community). Through the City's project review process, policies, plans, and/or programs supporting alternative

[1] *Master Plan Trails Map*, City of Moreno Valley, print date October 26, 2010.

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transportation would be reviewed and incorporated as applicable. Consequently, a less than significant impact would occur as a result of the proposed project and no mitigation is required.

4.5.5.4 Air Traffic Patterns

Threshold	Would the proposed project result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?

Airport facilities within the vicinity of the project site include the March Air Field, which is part of the March Air Reserve Base (MARB). The proposed project site is located approximately 0.75 mile east of March Air Field. The MARB encompasses approximately 6,500 acres of the Air Force Reserve's 452nd Air Mobility Wing, which provides host base support for numerous tenant active military units. It is also the home of 4th Air Force and multiple units of the California Air National Guard. When March Air Force Base (March AFB) was converted from an active duty base to a Reserve Base in 1996, the decision resulted in approximately 4,400 acres of property and facilities being declared surplus and available for disposal actions, as well as joint use of the airfield. With the realignment of March AFB, the MARB Redevelopment Project Area was established. The MARB Redevelopment Project Area includes the entire 6,500-acre former active duty base area, and approximately 450 acres adjacent to the base in the industrial area of the City of Moreno Valley.

To implement the MARB Redevelopment Project Area and to facilitate the transition of a portion of the MARB from military to civilian uses, the March Joint Powers Authority (March JPA), consisting of the County of Riverside and the Cities of Moreno Valley, Perris, and Riverside, was formed. The March JPA along with the U.S. Air Force pursued the establishment of March Air Field as a joint use airport.

The Air Force defines a "joint use airport" as one where the facilities which are owned and operated by the Air Force are made available for use by civil aviation. A joint use agreement between these parties was executed May 7, 1997, along with land leases for over 300 acres as the civilian airport name March Inland Port (MIP). Under the agreement, the civilian (March JPA) and the military (AFRC) entities share essential aviation facilities such as the control towers and runways, as well as maintenance of facilities, under this joint use arrangement. Under the provisions of the Joint Use Agreement, the MIP is the civilian facility that is managed and operated by the MIP Airport Authority (MIPAA). The MIP includes air cargo operations such as the March Global Port, a 350-acre commercial air cargo and distribution center.

The Department of the Defense (Air Force) completed an Air Installation Compatible Use Zone (AICUZ) study for MARB in 1998. The AICUZ study was designed and is intended to aid in the development of compatible land uses in non-government areas surrounding military airfields to protect public safety and health. The study established three zones based on potential crash patterns: a Clear Zone and two Accident Potential Zones (APZ). The Clear Zone reaches from along the extended runway centerline to a distance of 3,000 feet, APZ 1 extends from 3,000 feet to 8,000 feet, and APZ II extends from 8,000 feet to 15,000 feet. According to the AICUZ, outside of the Clear Zone and APZs "the risk of aircraft accidents is not significant enough to warrant special consideration in land use planning." The proposed project site is not located within a Clear Zone, APZ 1, or APZ 2 for MARB as designated by the Air Force 2005 AICUZ Study.

In addition to the AICUZ, Airport Influence Area boundaries around MARB have been adopted by County of Riverside Airport Land Use Commission (ALUC) in its Airport Land Use Plan (ALUP). The project site is approximately 0.75 mile east of the March Air Field and is entirely within Airport Influence Area II. As part of the standard process for development within Airport Influence Areas for MARB, proposed projects are required to be reviewed by the ALUC for consistency with the ALUP.

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As a standard condition imposed during ALUC reviews, developments located within the boundaries of Influence Area III are required to provide avigation easements. To ensure consistency with the ALUC recommendations is maintained, avigation easements will be required as part of a condition of approval for the project site. Development that would occur within Airport Influence II of MIP would not include any features that would alter air traffic patterns or the level of air traffic at the MIP; therefore, a less than significant air traffic safety impact would occur and no mitigation is required.

4.5.6 Significant Impacts

4.5.6.1 Existing Plus Project Intersection, Roadway Segment, and Freeway Segment Impacts.

Threshold	Would the proposed project conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways, and freeways, pedestrian and bicycle paths, and mass transit? Would the proposed project conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?

Impact 4.5.6.1: *Two roadway segments and three freeway segments are forecast to exceed satisfactory levels of service in the existing plus project conditions creating a significant impact.*

The existing plus project levels of service for the study area intersections are summarized in Table 4.5.E. All study area intersections operate at a satisfactory level of service. No intersection level of service impacts would occur and no mitigation is required.

The existing plus project levels of service for the study area roadway segments are also summarized in Table 4.5.E. As shown in Table 4.5.E, the following roadway segments are projected to operate at unsatisfactory levels of service:

- Perris Boulevard north of Grove View Road (southbound); and
- Perris Boulevard south of South Project Driveway (northbound and southbound).

This is a significant impact and mitigation is required. It should be noted that these roadway segments also operate at unsatisfactory levels of service under existing without project conditions.

The existing plus project levels of service for the study area freeway segments are also summarized in Table 4.5.E. As shown in Table 4.5.E, the following freeway segments are projected to operate at unsatisfactory levels of service:

- Harley Knox Boulevard Off-Ramp (diverge area) at Southbound I-215 (a.m. peak hour); and
- Harley Knox Boulevard On-Ramp (merge area) at Southbound I-215 (a.m. peak hour).

This is a significant impact and mitigation is required. It should be noted that these two freeway segments also operate at unsatisfactory levels of service under existing without project conditions.

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Mitigation Measures. To ensure existing plus project local traffic impacts are reduced to a less than significant level, the following mitigation measures shall be implemented.

4.5.6.1A. Prior to the issuance of building permits, the project applicant shall participate in the City of Moreno Valley Development Impact (DIF) Fee Program and pay the project's fair share for local circulation improvements as outlined in the VIP Moreno Valley Project Traffic Study. The City shall ensure that the intersection and street improvements outlined in the VIP Moreno Valley Project Traffic Study will be constructed pursuant to the timeframe established by the City of Moreno Valley Development Impact Fee Program.

4.5.6.1B. Prior to the issuance of building permits, the project applicant shall participate in the County of Riverside Transportation Uniform Mitigation Fee (TUMF) Program and pay the project's fair share for regional circulation improvements. The City shall ensure that the intersection and street improvements outlined in the VIP Moreno Valley Project Traffic Study will be constructed pursuant to the timeframe established by the County of Riverside TUMF Program.,

Level of Significant After Mitigation. As identified in Table 4.5.E, all study intersections are forecast to operate at acceptable levels of service in the existing plus project scenario. The two deficient roadway segments on Perris Boulevard were previously identified as deficient in the pre-project scenario; therefore, the project contributes to these existing deficiencies. Payment of the City's DIF and transportation TUMF fees as set forth in **Mitigation Measures 4.5.6.1A** and **4.5.6.1A** will provide full and complete mitigation of the project's impact on the local and regional roadway and intersection circulation system. The improvements to Perris Boulevard identified in the traffic study prepared for the project are consistent with the City's General Plan and are included in the County's TUMF program. A portion of the City's DIF is allocated toward funding improvements to the City's transportation system and the specific improvements are based on the General Plan Circulation Element. For these reasons, the project's impacts to affected roadway segments will be mitigated through payment of the City's DIF and the County's TUMF.

The City is currently in the process of implementing a Capital Improvement Project to widen Perris Boulevard from Cactus Avenue south to city limits. The improvement project will widen Perris Boulevard to a six-lane street section, consistent with the General Plan. Construction is scheduled to start in the summer of 2012 and end in May 2013. The widening will encompass the improvements defined in the project traffic study for two segments of Perris Boulevard. The resultant levels of service with implementation of the identified improvements are presented in Table 4.5.F.

Improvements to affected freeway segments are outside the City's jurisdiction. Since the City has no control over when and how these improvements will be in place, impacts associated with the two freeway segments (Harley Knox Boulevard Southbound I-215 Off-Ramp diverge area; and Harley Knox Boulevard Southbound I-215 On-Ramp merge area) would remain significant and unavoidable until such improvements are constructed.

4.5.6.2 Opening Year 2013 Cumulative With Project Conditions Intersection, Roadway Segment, and Freeway Segment Impacts

Impact 4.5.6.2: *Eleven intersections, four roadway segments, and four freeway segments are forecast to exceed satisfactory levels of service in the year 2013 cumulative plus project conditions, creating a significant impact.*

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Table 4.5.E: Existing Plus Project and Year 2013 Cumulative Plus Project Levels of Service

Location	Traffic Control/Type	Level of Service (LOS)			
		Existing Plus Project		Opening Year (2013) Cumulative Plus Project	
		AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour
Study Area Intersections					
I-215 Southbound Ramps/Harley Knox Boulevard	Signal	C	C	**F**	**F**
I-215 Northbound Ramps/Harley Knox Boulevard	Signal	C	C	**F**	**F**
Indian Street/Nandina Avenue	Signal	C	C	C	D
Indian Street/Grove View Road	TWSC	B	B	B	C
Indian Street/North Project Driveway	TWSC	B B		C	C
Indian Street/South Project Driveway	TWSC	B	C	D	**E**
Indian Street/Harley Knox Boulevard	Signal	C	C	**F**	**F**
Perris Boulevard/Gentian Avenue	Signal	B	C	**F**	**F**
Perris Boulevard/Iris Avenue	Signal	D	C	F	F
Perris Boulevard/Krameria Avenue	Signal	C	C	**F**	**F**
Perris Boulevard/Nandina Avenue	Signal	B	B	**F**	**F**
Perris Boulevard/Grove View Road	Signal	B	B	**F**	**F**
Perris Boulevard/North Project Driveway	TWSC	A	A	A	A
Perris Boulevard/South Project Driveway	Signal	B	A	**F**	**F**
Perris Boulevard/Harley Knox Boulevard	Signal	B	B	**F**	**F**
West Project Driveway/Grove View Road	TWSC	A	A	A	A
Center Project Driveway/Grove View Road	TWSC	A	A	A	A
East Project Driveway/Grove View Road	TWSC	A	A	A	A
Study Area Roadway Segments					
Nandina Avenue west of Indian Street	NA	A	A	A	A
Harley Knox Boulevard west of Indian Street	NA	B	D	F	F
Indian Street north of Grove View Road	NA	A	A	D	D
Indian Street south of South Project Driveway	NA	B	B	F	F
Perris Boulevard north of Grove View Road	NA	A	F C		F
Perris Boulevard south of South Project Driveway	NA	F	F	F	F

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Table 4.5.E: Existing Plus Project and Year 2013 Cumulative Plus Project Levels of Service

Location	Traffic Control/Type	Level of Service (LOS)			
		Existing Plus Project		Opening Year (2013) Cumulative Plus Project	
		AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour
Study Area Freeway Segments and Ramps					
I-215 Northbound					
North of Harley Knox Boulevard	Basic	C	C	C	D
Harley Knox Boulevard On-Ramp (merge area)	1 Lane Off	C	C	D	D
Between Harley Knox Boulevard Ramps	Basic	B	C	C	C
Harley Knox Boulevard Off-Ramp (diverge area)	1 Lane On	C	C	D	D
South of Harley Knox Boulevard	Basic	C	C	C	D
I-215 Southbound					
North of Harley Knox Boulevard	Basic	E	D	F E	
Harley Knox Boulevard Off-Ramp (diverge area)	1 Lane Off	F D		F F	
Between Harley Knox Boulevard Ramps	Basic	E	D	E	D
Harley Knox Boulevard On-Ramp (merge area)	1 Lane On	F D		F D	
South of Harley Knox Boulevard	Basic	E	D	F	D

Shaded = Exceeds LOS standard; **Bold** = Queue exceeds the available storage capacity (based on the 95th percentile queue length); TWSC = Two Way Stop Control
Source: *Traffic Study, VIP Moreno Valley, City of Moreno Valley, City of Moreno Valley, Riverside County, California*, LSA Associates, Inc., April 2012, Appendix G of this EIR.

Table 4.5.F: Existing Plus Project and Year 2013 Cumulative Plus Project Levels of Service With Mitigation

Location	Traffic Control/Type	Level of Service (LOS)			
		Existing Plus Project		Opening Year (2013) Cumulative Plus Project	
		AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour
Study Area Intersections					
I-215 Southbound Ramps/Harley Knox Boulevard	Signal	NA	NA	C	D
I-215 Northbound Ramps/Harley Knox Boulevard	Signal	NA	NA	C	C
Indian Street/Nandina Avenue	Signal	NA	NA	C	D
Indian Street/Grove View Road	TWSC	NA	NA	B	C

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Table 4.5.F: Existing Plus Project and Year 2013 Cumulative Plus Project Levels of Service With Mitigation

Location	Traffic Control/Type	Level of Service (LOS)			
		Existing Plus Project		Opening Year (2013) Cumulative Plus Project	
		AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour
Indian Street/North Project Driveway	TWSC	NA NA		C	C
Indian Street/South Project Driveway	TWSC	NA	NA	C	C
Indian Street/Harley Knox Boulevard	Signal	NA	NA	D	D
Perris Boulevard/Gentian Avenue	Signal	NA	NA	B	B
Perris Boulevard/Iris Avenue	Signal	NA	NA	D	D
Perris Boulevard/Krameria Avenue	Signal	NA	NA	D	D
Perris Boulevard/Nandina Avenue	Signal	NA	NA	C	C
Perris Boulevard/Grove View Road	Signal	NA	NA	A	B
Perris Boulevard/North Project Driveway	TWSC	NA	NA	A	A
Perris Boulevard/South Project Driveway	Signal	NA	NA	A	A
Perris Boulevard/Harley Knox Boulevard	Signal	NA	NA	D	D
West Project Driveway/Grove View Road	TWSC	NA	NA	A	A
Center Project Driveway/Grove View Road	TWSC	NA	NA	A	A
East Project Driveway/Grove View Road	TWSC	NA	NA	A A	
Study Area Roadway Segments					
Nandina Avenue west of Indian Street	NA	A	A	A	A
Harley Knox Boulevard west of Indian Street	NA	B	D	D	E
Indian Street north of Grove View Road	NA	A	A	D	D
Indian Street south of South Project Driveway	NA	B	B	B	B
Perris Boulevard north of Grove View Road	NA	A	A	C	C
Perris Boulevard south of South Project Driveway	NA	A	A	D	D
Study Area Freeway Segments and Ramps					
I-215 Northbound					
North of Harley Knox Boulevard	Basic	C	C	C	D
Harley Knox Boulevard On-Ramp (merge area)	1 Lane Off	C	C	D	D
Between Harley Knox Boulevard Ramps	Basic	B	C	C	C

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Table 4.5.F: Existing Plus Project and Year 2013 Cumulative Plus Project Levels of Service With Mitigation

Location	Traffic Control/Type	Level of Service (LOS)			
		Existing Plus Project		Opening Year (2013) Cumulative Plus Project	
		AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour
Harley Knox Boulevard Off-Ramp (diverge area)	1 Lane On	C	C	D	D
South of Harley Knox Boulevard	Basic	C	C	C	D
I-215 Southbound					
North of Harley Knox Boulevard	Basic	E	D	F E	
Harley Knox Boulevard Off-Ramp (diverge area)	1 Lane Off	F D		F F	
Between Harley Knox Boulevard Ramps	Basic	E	D	E	D
Harley Knox Boulevard On-Ramp (merge area)	1 Lane On	F D		F D	
South of Harley Knox Boulevard	Basic	E	D	F	D

Shaded = Exceeds LOS standard; **Bold** = Queue exceeds the available storage capacity (based on the 95th percentile queue length); TWSC = Two Way Stop Control
Source: *Traffic Study, VIP Moreno Valley, City of Moreno Valley, City of Moreno Valley, Riverside County, California*, LSA Associates, Inc., April 2012, Appendix G of this EIR.

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Threshold	Would the proposed project conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways, and freeways, pedestrian and bicycle paths, and mass transit? Would the proposed project conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?

Opening year (2013) cumulative with project conditions considers the addition of traffic generated by the proposed project to opening year (2013) cumulative without project conditions. As previously noted, the opening year (2013) cumulative scenario was developed using traffic volumes that would be generated by approved and pending projects in the project vicinity and year 2013 traffic volumes. Additionally, projects currently included in the City's CIP and planned for construction by 2013 have been considered as complete. An intersection LOS analysis was conducted to determine opening year (2013) cumulative intersection performance. As identified in Table 4.5.E, the addition of project traffic to the opening year (2013) cumulative scenario would result in conditions exceeding the established LOS standard at the following intersections:

- I-215 Southbound Ramps/Harley Knox Boulevard (a.m. and p.m. peak hours);
- I-215 Northbound Ramps/Harley Knox Boulevard (a.m. and p.m. peak hours);
- Indian Street/South Project Driveway (p.m. peak hour);
- Indian Street/Harley Knox Boulevard (a.m. and p.m. peak hours);
- Perris Boulevard/Gentian Avenue (a.m. and p.m. peak hours);
- Perris Boulevard/Iris Avenue (a.m. and p.m. peak hours);
- Perris Boulevard/Krameria Avenue (a.m. and p.m. peak hours);
- Perris Boulevard/Nandina Avenue (a.m. and p.m. peak hours);
- Perris Boulevard/Grove View Road (a.m. and p.m. peak hours);
- Perris Boulevard/South Project Driveway (a.m. and p.m. peak hours); and
- Perris Boulevard/Harley Knox Boulevard (a.m. and p.m. peak hours).

This is a significant impact and mitigation is required. It is important to note that ten of the eleven intersections also operate at unsatisfactory levels of service under year 2013 cumulative without project conditions. The unsatisfactory level of service at the Indian Street/South Project Driveway intersection is considered to be a project-specific impact.

A roadway segment level of service analysis was conducted for the year 2013 cumulative with project condition to determine projected roadway performance. Table 4.5.E summarizes the level of service analysis results. As shown in Table 4.5.E, the following four roadway segments are projected to operate at unsatisfactory levels of service:

- Harley Knox Boulevard west of Indian Street (eastbound and westbound);
- Indian Street south of South Project Driveway (northbound and southbound);
- Perris Boulevard north of Grove View Road (southbound only); and

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- Perris Boulevard south of South Project Driveway (northbound and southbound).

This is a significant impact and mitigation is required. It is important to note that these roadway segments also operate at unsatisfactory levels of service under year 2013 cumulative without project conditions.

Previously referenced Table 4.5.E summarizes the year 2013 cumulative with project levels of service for freeway segments and ramp merge/diverge areas. As shown in Table 4.5.E, the following freeway segments and ramp merge/diverge areas operate at unsatisfactory levels of service:

- Freeway segment north of Harley Knox Boulevard (a.m. peak hour);
- Harley Knox Boulevard Off-Ramp (diverge area) at Southbound I-215 (a.m. and p.m. peak hours);
- Harley Knox Boulevard On-Ramp (merge area) at Southbound I-215 (a.m. peak hour); and
- Freeway segment south of Harley Knox Boulevard (a.m. peak hour).

This is a significant impact and mitigation is required. It should be noted that these freeway segments also operate at unsatisfactory levels of service under year 2013 without project conditions.

Mitigation Measures. To ensure cumulative plus project traffic impacts are reduced to a less than significant level, previously referenced **Mitigation Measures 4.5.6.1A** and **4.5.6.1B** and the following mitigation measure shall be implemented.

4.5.6.2A. Prior to the issuance of occupancy permits, the project applicant shall have constructed the site access roadway improvements outlined below.

- Indian Street /South Project Driveway: Restripe to convert center turn lane on Indian Street to a two-way left-turn lane. This location does not meet a peak hour signal warrant. This is a site-adjacent improvement to be constructed by the project applicant.

Level of Significance After Mitigation. As described in detail in Section 4.5.1.4, the level of service performance standards used in this EIR are as follows:

- Freeway mainline lanes: LOS E.
- Harley Knox Boulevard intersections with the I-215 ramps: mid LOS D.
- All other intersections and roadway segments: LOS D.

Based in these performance standards, a significant project-specific traffic impact would occur if the project would cause a decrease from a standard LOS to a less than standard LOS based on a study area intersection, roadway segment, freeway mainline lane, or freeway merge/diverge analysis. A significant cumulative traffic impact would occur if the project contributes traffic toward those facilities operating at less than standard LOS in the pre-project condition. As described above in the preceding discussion, all of the intersection, roadway, and freeway mainline traffic impacts identified for the year 2013 cumulative with project condition were also affected in the year 2013 cumulative without project condition. For this reason, all of the impacts identified for the 2013 cumulative with project scenario are cumulative in nature.

The following intersection and roadway improvements were identified in the traffic study performed for the proposed project in order to maintain or improve the operational level of service of the street

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system in the vicinity of the project site. The list shows the incremental improvement at each intersection or roadway segment required to mitigate the cumulative impacts. It is anticipated that the improvements required to maintain or to improve the level of service operations of transportation facilities affected by the project will be constructed through the City's DIF as supplemented by the County's TUMF program. The project will participate with these programs as part of previously referenced **Mitigation Measures 4.5.6.1A** and **4.5.6.1B**. The list of improvements is as follows:

- I-215 Southbound Ramps/Harley Knox Boulevard: Restripe the left-most westbound through lane as a left-turn lane. Restripe the off-ramp to provide two left-turn lanes and a shared through/right-turn lane. This improvement is part of the TUMF program.
- I-215 Northbound Ramps/Harley Knox Boulevard: Restripe the northbound shared through/left-turn lane as a shared left-turn/through/right-turn lane. Add an eastbound free right-turn lane. This improvement is part of the TUMF program.
- Indian Street/Harley Knox Boulevard: Add an eastbound through lane. Provide overlap phasing for the southbound right-turn lane. These improvements are consistent with the City of Perris General Plan Circulation Element. This improvement is part of the TUMF program.
- Perris Boulevard/Gentian Avenue: Add a southbound through lane. This improvement is consistent with the City of Moreno Valley's General Plan Circulation Element. This improvement is part of the City DIF and County TUMF programs.
- Perris Boulevard/Iris Avenue: Add a second westbound left-turn lane and an eastbound right-turn lane. These improvements are consistent with the City of Moreno Valley's General Plan Circulation Element. This improvement is part of the City DIF and County TUMF programs.
- Perris Boulevard/Krameria Avenue: Add two southbound through lanes, an northbound through lane, and a northbound right-turn lane. These improvements are consistent with the City of Moreno Valley's General Plan Circulation Element. This improvement is part of the City DIF and County TUMF programs.
- Perris Boulevard/Nandina Avenue: Add a southbound through lane. This improvement is consistent with the City of Moreno Valley's General Plan Circulation Element. This improvement is part of the City DIF and County TUMF programs.
- Perris Boulevard/Grove View Road: Add a southbound through lane. This improvement is consistent with the City of Moreno Valley's General Plan Circulation Element. This improvement is part of the City DIF and County TUMF programs.
- Perris Boulevard/South Project Driveway: Add a southbound through lane. This improvement is consistent with the City of Moreno Valley's General Plan Circulation Element. This improvement is part of City DIF and TUMF programs.
- Perris Boulevard/Harley Knox Boulevard: Add two southbound through lanes, one northbound through lane, a second eastbound left-turn lane, and overlap phasing for the southbound right-turn lane. These improvements are part of the TUMF program.
- Harley Knox Boulevard west of Indian Street: Widen to a six-lane Divided Arterial. This improvement is consistent with the City of Perris General Plan Circulation Element. This improvement is part of the TUMF program.
- Indian Street south of South Project Driveway: Widen to a four-lane Undivided Arterial. This improvement is consistent with the City of Moreno Valley General Plan Circulation Element. This improvement is part of the City of Moreno Valley DIF and TUMF programs.
- Perris Boulevard north of Grove View Road: Widen to a six-lane Divided Arterial. This improvement is consistent with the City of Moreno Valley General Plan Circulation Element. This improvement is part of the City's DIF and TUMF programs.

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- Perris Boulevard south of South Project Driveway: Widen to a six-lane Divided Arterial. This improvement is consistent with the City of Moreno Valley and City of Perris General Plan Circulation Elements. This improvement is part of the City of Moreno Valley DIF and County TUMF programs.

With implementation of the above mitigation measures, all intersections and roadway segments would operate at the applicable performance standard or better during peak hours for 2013 cumulative with project conditions as shown in Table 4.5.F, resulting in a less than significant impact.

With implementation of **Mitigation Measures 4.5.6.1A** and **4.5.6.1B**, the project will contribute toward future roadway improvements to maintain the City of Moreno Valley and Perris LOS standards on city arterials and collectors. Because the CMP LOS standard is LOS E (and in some cases LOS F for intersections already at LOS F when the CMP network was adopted), the project will contribute toward maintenance of intersection LOS exceeding the CMP LOS standard. Therefore, the project will be consistent with the CMP.

Improvements to the four affected freeway mainline segments are outside the City's jurisdiction. Since the City has no control over when and how these improvements will be in place, impacts associated with these identified freeway segments would remain significant and unavoidable until such improvements are constructed.

4.5.7 Cumulative Impacts

Cumulative impacts refer to incremental effects of an individual project when viewed in connection with the effects of past projects, current projects, and probable future projects. Cumulative projects are identified in Chapter 2, Table 2.A and Figure 2.1. Cumulative impacts associated with traffic volumes are determined based on a sum of existing traffic volumes, projected growth from an ambient growth rate, and traffic volumes from approved and pending projects in the area, and project traffic. Cumulative analysis forecasts that, with the development of the proposed project and the cumulative projects, eleven intersections would require improvements in order to maintain the City's LOS standard of D. Those intersections are as follows:

- I-215 Southbound Ramps/Harley Knox Boulevard (a.m. and p.m. peak hours);
- I-215 Northbound Ramps/Harley Knox Boulevard (a.m. and p.m. peak hours);
- Indian Street/South Project Driveway (p.m. peak hour);
- Indian Street/Harley Knox Boulevard (a.m. and p.m. peak hours);
- Perris Boulevard/Gentian Avenue (a.m. and p.m. peak hours);
- Perris Boulevard/Iris Avenue (a.m. and p.m. peak hours);
- Perris Boulevard/Krameria Avenue (a.m. and p.m. peak hours);
- Perris Boulevard/Nandina Avenue (a.m. and p.m. peak hours);
- Perris Boulevard/Grove View Road (a.m. and p.m. peak hours);
- Perris Boulevard/South Project Driveway (a.m. and p.m. peak hours); and
- Perris Boulevard/Harley Knox Boulevard (a.m. and p.m. peak hours).

Additionally, with the development of the proposed project and the cumulative projects, four roadway segments would require improvements in order to maintain the City's LOS standard of D. Those roadway segments are as follows:

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- Harley Knox Boulevard west of Indian Street (eastbound and westbound);
- Indian Street south of South Project Driveway (northbound and southbound);
- Perris Boulevard north of Grove View Road (southbound only); and
- Perris Boulevard south of South Project Driveway (northbound and southbound).

Although the suggested improvements are consistent with the City's General Plan, the project will be responsible for contributing its fair share toward the funding of the future improvements via payment of the City's DIF and County TUMF programs. The affected intersections and roadways are covered by either the City's DIF or County TUMF programs. As part of its Capital Improvement program, the City determines the timing of necessary roadway improvements based on periodic review of citywide traffic counts, traffic trends, and a review of traffic accidents.

Because TUMF provides a mechanism for collecting fees from all development projects in the area that would contribute traffic to the existing roadway network, fees for the improvements to the impacted freeway intersections would be collected. Therefore, it is anticipated that since these freeway intersection improvements are programmed into the TUMF program, such improvements would be constructed in the future, the future improvements would accommodate future year traffic levels analyzed in the future year traffic scenario (Opening Year 2013 Cumulative Plus Project), resulting in a less than significant cumulative impact.

Access improvements to the project site are the responsibility of the project applicant and would be constructed during site development. These improvements would be constructed at the following study area intersections: Indian Street/Grove View Road; Indian Street/ North Project Driveway; Indian Street /South Project Driveway; Perris Boulevard/North Project Driveway; West Project Driveway/Grove View Road; Center Project Driveway/Grove View Road; and East Project Driveway Grove View Road. Because these improvements would be constructed prior to the project opening and would function at a satisfactory level of service under the cumulative scenario (refer to Table 4.5.E), no significant cumulative impact would occur at these intersections.

Improvements to the four affected freeway mainline segments are outside the City's jurisdiction. Since the City has no control over when and how these improvements will be in place, impacts associated with these identified freeway segments would remain significant and unavoidable until such improvements are constructed.

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5.0 ADDITIONAL TOPICS REQUIRED BY CEQA

Section 15126 of the *CEQA Guidelines* requires that all aspects of a project must be considered when evaluating its impacts on the environment, including planning, acquisition, development, and operation. As part of this analysis, the EIR must also identify (1) significant environmental effects of the proposed project, (2) significant environmental effects that cannot be avoided if the proposed project is implemented, (3) significant irreversible environmental changes that would result from implementation of the proposed project, and (4) growth inducing impact of the proposed project.

5.1 SIGNIFICANT ENVIRONMENTAL EFFECTS WHICH CANNOT BE AVOIDED IF THE PROPOSED PROJECT IS IMPLEMENTED

Table 5.A illustrates the significant unavoidable impacts anticipated to result from the proposed project, even with implementation of the project-specific mitigation measures identified in the Section 4.0 analysis.

Table 5.A: Significant Environmental Effects Which Cannot Be Avoided

Topic	Type of Impact	Impact
Agricultural Resources	Conversion of State Designated Farmland	No mechanism for the mitigation of impacts to Prime Farmland, Farmland of Statewide Importance, Farmland of Local Importance and/or existing agricultural operations has been enacted by either the City of Moreno Valley or the County of Riverside. Therefore, impacts associated with the conversion of farmland remain significant and unavoidable.
Agricultural Resources	Conversion to a Non-agricultural Use	No feasible mitigation is available to mitigate for the direct impacts associated with the conversion of land previously utilized for agricultural uses. Therefore, impacts associated with the conversion of farmland to a non-agricultural use remain significant and unavoidable.
Agricultural Resources	Cumulative Agricultural Resources	The cumulative effect of development in the region will continue to result in the conversion of agricultural lands to non-agricultural uses. Construction of the proposed project, in conjunction with other planned developments within the cumulative study area, would contribute to the conversion of agricultural lands to non-agricultural uses. Therefore, cumulative impacts to agricultural resources would remain significant and unavoidable.
Air Quality	Construction Air Pollutant Emissions	Construction activities would result in exceedance of SCAQMD threshold for ROG, NOx, and $PM_{2.5}$. Even after application of mitigation measures, estimated air pollutant emissions during construction activities would remain significant and unavoidable for ROG, NOx, and $PM_{2.5}$.
Air Quality	Operational Air Pollutant Emissions	Operational activities would result in exceedance of SCAQMD thresholds for ROG, NOx, CO, and PM_{10}. No feasible mitigation is available. Estimated air pollutant emissions during operation of the project will remain significant and unavoidable for ROG, NOx, CO, and PM_{10}.
Air Quality	Cumulative Pollutant Air Emissions	The Basin is in nonattainment for PM_{10} and ozone at the present time. Construction of the proposed project, in conjunction with other planned developments within the cumulative study area, would contribute to the existing nonattainment status. Therefore, the proposed project would exacerbate nonattainment of air quality standards within the SCAQMD and contribute to adverse cumulative air quality impacts.

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Table 5.A: Significant Environmental Effects Which Cannot Be Avoided

Topic	Type of Impact	Impact
Greenhouse Gas Emissions and Climate Change	Cumulative GHG Emissions	The proposed project will produce greenhouse gases (GHG) during construction and operation of the proposed warehouse and related truck trips. Given the uncertainty of data and appropriate methodology to accurately analyze, and the inability to quantify the reduction achieved through implementation of strategies and programs previously identified, the proposed project's GHG emission contribution would result in a cumulative impact regarding global climate change and the cumulative impacts of the proposed project on global climate change are considered to be significant and unavoidable.
Transportation	Existing Year (2007) with Project Level of Service	Improvements to affected freeway segments are outside the City's jurisdiction. Since the City has no control over when and how these improvements will be in place, impacts associated with these identified freeway segments would remain significant and unavoidable until such improvements are constructed.
Transportation	Opening Year (2013) Cumulative with Project Level of Service	Improvements to affected freeway segments are outside the City's jurisdiction. Since the City has no control over when and how these improvements will be in place, cumulative impacts associated with these identified freeway segments would remain significant and unavoidable until such improvements are constructed.

5.2 SIGNIFICANT IRREVERSIBLE ENVIRONMENTAL CHANGES WHICH WOULD BE CAUSED BY THE PROPOSED PROJECT SHOULD IT BE IMPLEMENTED

Section 15126(c) of the *CEQA Guidelines* mandates that the EIR must address any significant irreversible environmental changes which would be involved in the proposed action should it be implemented. An impact would fall into this category if it resulted in any of the following:

- The project would involve a large commitment of nonrenewable resources;
- The primary and secondary impacts of the project would generally commit future generations of people to similar uses;
- The project involves uses in which irreversible damage could result from any potential environmental incidents associated with the project; and/or
- The proposed consumption of resources is not justified (e.g., the project could waste energy).

Determining whether the proposed project may result in significant irreversible effects requires a determination of whether key resources would be degraded or destroyed in such a way that there would be little possibility of restoring them. The project site is generally fallow agricultural land with the site historically used for sod farming operations. However, as identified within the City's General Plan, the City anticipates the eventual conversion of agricultural uses to urban uses and the proposed project would permanently alter the site by converting predominantly agricultural uses to urban uses. This is a significant irreversible environmental change that would occur as a result of project implementation. Because no significant mineral resources were identified within the project limits, no significant impacts related to these issues would result from development of the project site. Natural resources in the form of construction materials would be utilized in the construction of the proposed project and energy resources in the form of electricity and natural gas would be used during the long-term operation of the project; however, their use is justified in supporting the City's planned use of the site and is not expected to negatively impact the availability of these resources.

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In addition, this industrial warehouse project, in concert with the other built or approved industrial warehouse projects, will fundamentally change the character and land use pattern of this portion of the City. Many of the project-specific impacts are addressed, as outlined above, but the change in the use of the land from agricultural to industrial represents a substantial irreversible change for this area. However, this is an intended change a verified by the City's General Plan land use designations and zoning for the area.

5.3 GROWTH INDUCEMENT

CEQA Guidelines, Section 15126.2(d) requires the *discussion of the ways in which the proposed project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment.* Examples of growth inducing actions include establishing a major new employment opportunity. Projects that may encourage and facilitate other activities that could significantly affect the environment, either individually or cumulatively, would also be considered growth inducing. The potential for growth inducement from a project is evaluated in four ways according to CEQA Guidelines Section 15126.2(d):

Would the proposed project induce substantial population growth in the area?

The extent to which the new jobs created by a project are filled by existing residents is a factor that tends to reduce the growth inducing effect of a project. Construction of the proposed project will create short-term construction jobs. These short-term positions are anticipated to be filled by workers who, for the most part, reside in the project area; therefore, construction of the proposed project will not generate a permanent increase in population within the project area. As previously identified, the proposed project is expected to employ 646 people.

The California Department of Finance (DOF) estimates the City's current (2011) population at 195,216 persons.[1] SCAG projections estimate the population of the City, western Riverside County (Western Riverside Council of Governments [WRCOG]), and southern California (Southern California Association of Governments [SCAG]) will continue to grow. SCAG projects the City's population will grow to 206,657 persons by the year 2015 and 258,350 persons by the year 2035 (Table 5.B).

Table 5.B: Population, Housing, and Employment Forecasts

	2015	2025	2035
Population			
City of Moreno Valley	206,657	234,410	258,350
WRCOG	1,918,962 2,262,9	92 2,550,8	67
SCAG 20,46	5,830	22,395,121 24,05	7,286
Households			
City of Moreno Valley	55,407	64,699	72,977
WRCOG 609,2	19	727,622	828,547
SCAG 6,474,0	74	7,156,645 7,710,7	22
Employment			
City of Moreno Valley	49,414	71,359	91,642
WRCOG 691,2	60	901,163	1,098,233
SCAG 8,811,4	06	9,546,773 10,28	7,125

Source: SCAG Comments on the NOP for Vogel Industrial Park Moreno Valley Project [120110103], letter dated September 7, 2011.

[1] State of California, Department of Finance, *E-5 Population Estimates for Cities, Counties and the State, 2010-2011, with 2010 Benchmark.* Sacramento, California, May 2011.

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The jobs-to-housing ratio measures the extent to which job opportunities in a given geographic area are sufficient to meet the employment needs of area residents. This ratio identifies the number of jobs available in a given region compared to the number of housing units in the same region. For example, a region with a jobs-to-housing factor of 1.5 would indicate that 1.5 jobs exist for every housing unit within that region. The standard used for comparison is the jobs-to-housing ratio of the SCAG region, which is 1.36 jobs for every household. This standard is used because most residents of the region are employed somewhere in the SCAG region. A City or sub-region with a jobs-to-housing ratio lower than the overall standard would be considered a "jobs poor" area, indicating that many of the residents must commute to places of employment outside the sub-area. The current and potential jobs/housing ratios for the City, WRCOG, and SCAG are identified in Table 5.C.

Table 5.C: Projected Future Jobs/Housing Ratios

	2015 Jobs/Housing Ratio	2035 Jobs/Housing Ratio
City 0.89		1.25
Riverside County	1.13	1.32
SCAG 1.36		1.33

The 2015 projected jobs-to-housing ratios for the City, sub-region, and region are 0.89, 1.13, and 1.36, respectively. The 2035 future jobs-to-housing ratios for the City, sub-region, and region are 1.25, 1.32, and 1.33, respectively. These ratios indicate that both Western Riverside County and the City of Moreno Valley are "jobs poor" because the jobs-to-housing ratios are below the Southern California region (as defined by SCAG). Given the fact that the City and the WRCOG are considered to be jobs-poor regions, and the City is currently experiencing high rates of unemployment, it is expected that the short-term construction jobs and long-term jobs created by the proposed project will be filled by current local residents. Therefore, there would be little migration to the area and, consequently, little effect on local population size. Because of the population of the City and the employment base, even if a large number of people were to relocate to the area because of employment opportunities created within the project area, no significant effect on the size of the local population would occur.

Would the proposed project have an effect on undeveloped land that may not be designated on any general plan for urban development, but would nonetheless experience increased growth pressure due to the presence of the project?

The area surrounding the project site is governed by the City of Moreno Valley General Plan and the area is guided by Specific Plan 208. Specific Plan 208 guides land use within the project area to ensure that new development and redevelopment is implemented consistent with the land use policies, controls, and standards contained in Specific Plan 208. Any development of remaining undeveloped land adjacent to the project site would require its own discretionary approvals and is not reliant on the proposed project. However, development of the project site may lead to indirect growth in the Specific Plan area by making available the extension of infrastructure such as water, sewer, drainage, etc. This growth has been planned for and is guided by Specific Plan 208.

Would the proposed project substantially alter the planned location distribution, density, or growth rate of the population of an area?

The proposed project would occur within an area currently designated for industrial uses. The proposed project would not require a General Plan Amendment nor does it require a change in the underlying zoning designation. In addition, the project reflects the City of Moreno Valley's vision for the area and is consistent with Specific Plan 208. Land uses surrounding the project site would be in conformance with the City's General Plan and Specific Plan 208. Impacts to population and housing

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are less than significant; see Section 13 *Population and Housing* of the Initial Study (Appendix A of this EIR).

Would the proposed project have an affect by removing constraints, thereby facilitating the construction of previously approved projects?

The proposed project would not eliminate a constraint for development of an approved project within the City of Moreno Valley. There are no projects in the City of Moreno Valley or surrounding cities that have been approved but are conditioned or dependent on additional improvements at the project site. Specific Plan 208 guides land uses surrounding the project site to ensure compatibility between existing operations and adjacent surrounding development. Additionally, the proposed project would not add capacity to urban services or infrastructure that would be utilized by other project proponents in the surrounding area.

Would the proposed project influence redevelopment of areas at a higher intensity than already exists?

The proposed project would not result in any significant pressure to redevelop the area around the project site at a higher density. As previously stated, the development of remaining undeveloped land adjacent to the project site is independent and not reliant on the proposed project. Therefore, implementation of the proposed project would not result in redevelopment of adjacent lands at a higher intensity than already prescribed in the City of Moreno Valley's General Plan and Specific Plan 208.

5.4 CONSISTENCY WITH LOCAL AND REGIONAL PLANS

Section 15125 (d) of the CEQA Guidelines requires EIRs to "…discuss any inconsistencies between the proposed project and applicable general plans and regional plans." The objective of such a discussion is to find ways to modify the project, if warranted, to reduce any identified inconsistencies with relevant plans and policies. Pursuant to Section 15125 (d), the following discussion includes an evaluation of the consistency of the proposed project with the goals and policies of relevant adopted local and regional plans.

Regional Plans

South Coast Air Quality Management District (SCAQMD) Air Quality Management Plan. The California Air Resources Board (CARB) coordinates and oversees both State and federal air quality control programs. The CARB's primary functions include establishing and updating the California ambient air quality standards, monitoring existing air quality, controlling emissions from mobile sources, and developing the State Implementation Plan (SIP). The SIP is the state's overall air quality control strategy for both mobile and stationary sources. Control programs for these sources are carried out at the regional or county level.

As identified in Section 4.2 (Air Quality) of this EIR, the project site is located within the SCAQMD. The SCAQMD encompasses Orange County and the non-desert portions of Los Angeles County, Riverside County, and San Bernardino County and is responsible for air pollution control programs and regulations within the air basin. The current regional air quality plan is the 2007 Air Quality Management Plan (AQMP) adopted by the SCAQMD on June 1, 2007. The 2007 AQMP employs the most up-to-date science and analytical tools and incorporates a comprehensive strategy aimed at controlling pollution from all sources, including stationary sources, on-road and off-road mobile sources, and area sources. The 2007 AQMP also updates the attainment demonstration for the standards for ozone and PM_{10}, and proposes attainment demonstration with a more focused control of sulfur oxides, directly-emitted $PM_{2.5}$, nitrogen oxides, and volatile organic compounds by 2015.

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Section 4.2 (Air Quality) of the EIR examines the proposed project's consistency with the adopted AQMP. The development scenario proposed is within the scope of what would be allowed under the current General Plan land use designation (General Industrial and Specific Plan) and is consistent with the uses permitted under the proposed General Industrial zoning designation. Implementation of the proposed project would not require a General Plan Amendment and Zone Change that would change the General Plan designations and zoning designations of the project site. Since the proposed project would not require a General Plan Amendment, the project has been considered in preparation of the General Plan and therefore is consistent with the AQMP.

Southern California Association of Governments (SCAG), Regional Comprehensive Plan (RCP), Regional Transportation Plan (RTP), and Compass Growth Vision (Compass). The SCAG (the designated metropolitan planning organization [MPO] for the Counties of Ventura, Orange, San Bernardino, Riverside, Imperial, and Los Angeles) is federally mandated to develop plans for transportation, growth management, hazardous waste management, and air quality. With its members and other regional planning entities, SCAG has prepared the 2008 Regional Comprehensive Plan (RCP) to serve as a framework to guide decision-making with respect to the growth and changes that can be anticipated in the region. The RCP is a major advisory plan prepared by the SCAG that addresses important regional issues like housing, traffic/transportation, water, and air quality. The RCP serves as an advisory document to local agencies in the Southern California region for their information and voluntary use for preparing local plans and handling local issues of regional significance.

The RCP identifies voluntary best practices to approach growth and infrastructure challenges in an integrated and comprehensive way. It also includes goals and outcomes to measure progress toward a more sustainable region. The RCP includes nine chapters, each based on specific areas of planning or resource management. Each of the nine chapters contains goals, policies, implementation, and strategies to achieve the SCAG's overall goals of improving the standard of living for all; improving the quality of life for all; and enhancing equity and access to government. Local governments are required to use the RCP as the basis for their own plans and are required to discuss the consistency of projects of "regional significance" with the RCP.

Regional Comprehensive Plan. The RCP's overall goal is to reinvigorate the region's economy, avoid social and economic inequities and the geographical dislocation of communities, and to maintain the region's quality of life. The document is described as a regional policy framework for future land use decisions in the SCAG area that respects the need for strong local control, but that also recognizes the importance of regional comprehensive planning for issues of regional significance. The RCP is laid out much like a General Plan and organizes recommended policies into nine chapters. The highlight of each chapter is the regional strategy that addresses the RCP's vision for that resource area. As such, each chapter includes three levels of recommendations for the region:

- **Goals.** Each goal will help define how sustainability is defined for that resource area.
- **Outcomes.** These focus on quantitative targets that define progress toward meeting the RCP's Goals. Where possible, they are clearly defined (e.g., a 20% reduction in greenhouse gas emissions from 2007 levels), capable of being monitored with existing or reasonably foreseeable resources, and have a strong link to sustainability goals.
- **Action Plan.** This critical part of the RCP lays out a comprehensive implementation strategy that recommends how the region can systematically move to meet the RCP's quantitative Outcomes and achieve its Goals, Guiding Principles, and Vision. Each Action Plan contains:
    - **Constrained Policies.** This includes a series of recommended near-term, feasible policies that stakeholders should consider for implementation. For example, the RCP calls on the

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SCAG to adopt policies that reflect its role as a planning agency, council of governments, and metropolitan planning organization. The RCP also recommends voluntary policies for consideration by local governments and other key stakeholders.

- **Strategic Initiatives.** This encompasses longer-term strategies that require significant effort to implement but are necessary to achieve the RCP's desired Goals and Outcomes. For example, identifying technological breakthroughs that can reduce air pollution from the transportation sector requires both commitment and time. Most of these initiatives are not constrained and will require political will, enabling legislation, new funding sources, and other key developments to become a reality. In most cases, this tier of strategies is the key to achieving the region's sustainability Goals and Outcomes.

Other policies contained within the 2008 RCP were either not applicable to the proposed project or are directed at the SCAG and actions that the SCAG would undertake at the regional level that would not pertain directly to the proposed project. Policies within the 2008 RCP that are applicable to the proposed project were identified and are discussed below.

Land Use and Housing Chapter

Goal *Focusing growth in existing and emerging centers and along major transportation corridors.*

Consistent. The proposed project site is currently underdeveloped and consists of undeveloped land. Regional access to the City and project area is provided from I-215, which runs north-south. In addition, Perris Boulevard, which is adjacent to the project site, is a fully-paved road with existing water and sewage facilities. The development of the proposed project would occur in an area where commercial, residential, and industrial development already exists, is under construction, or has been previously approved. The existing roadway system and infrastructure surrounding the project site will be utilized to the maximum extent possible. As required, the proposed project will install improvements and/or pay necessary fees to facilitate the continuation of satisfactory operation. The proposed project is consistent with this SCAG policy in that it exists along a major transportation corridor of the City and will be connecting to the existing utilities underlying Perris Boulevard.

Goal *Targeting growth in housing, employment and commercial development within walking distance of existing and planned transit stations.*

Consistent. The proposed project would comply with all City development policies, standards, and programs pertaining to supporting alternative modes of transportation included in the General Plan Circulation Element. In addition, the proposed project is located within an urbanizing area of the City. As provided in the inventory of cumulative projects (Table 2.A and Figure 2.1), the approved and planned development in the project area includes residential, commercial, and industrial uses. As such, the project site is in an area which is developing with projects that have already been approved and constructed, or in the various stages of the planning process. Because the project site is located adjacent to existing RTA routes, the proposed project would be accessible to existing transit systems. Future bus stops will be located per RTA recommendations in the proximity of the project site. As the project site is located in an area where commercial, residential, and industrial uses are planned or approved, and because the project site is readily accessible from I-215 and from existing RTA bus routes, the proposed project would be consistent with this SCAG Policy.

Policy LU-6.2 *Developers and local governments should integrate green building measures into project design and zoning such as those identified in the U.S. Green Building Council's Leadership in Energy and Environmental Design, Energy Star Homes, Green Point Rated Homes, and the California Green Builder Program.*

Consistent. Table 4.3.C of the Climate Change and Greenhouse Gas Emissions Section summarizes the extent to which the project would comply with the strategies to help California reach the emission reduction targets. In addition, the proposed project will pursue the Leadership in Energy and Environmental Design (LEED) Core & Shell rating program. This is anticipated to be achieved with

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the incorporation of Green Building concepts and the project is expected to reach the LEED "Certified" rating. Therefore, the proposed project is consistent with this SCAG policy.

Open Space and Habitat Chapter

Policy OSC-8 *Local governments should encourage patterns of urban development and land use, which reduce costs on infrastructure and make better use of existing facilities.*

Consistent. The proposed project will be developed in areas that are presently served by various existing water, sewer, storm drainage, electrical, natural gas, and transportation services. During the construction of the project and as needed throughout the process, necessary utility and roadway improvements will be installed or extended to the project site from adjacent existing facilities. The utility and roadway improvements will facilitate future growth in the surrounding area. The supply of electricity and natural gas is demand-responsive and the project proponent would be required to meet the service requirements of these utility providers. By maximizing the use of existing facilities, the costs of expanding infrastructure would be minimized. Because the proposed project would be located in close proximity to existing industrial, commercial and residential structures requiring a similar type of infrastructure, it is consistent with this growth management policy.

Water Chapter

Policy WA-11 *Developers and local governments should encourage urban development and land uses to make greater use of existing and upgraded facilities prior to incurring new infrastructure costs.*

Consistent. Existing industrial development is located in the immediate vicinity of the project site where infrastructure for water, sewer, storm drainage, electrical, natural gas, and transportation facilities currently exist. During the construction of the project and as needed throughout the process, necessary utility and roadway improvements will be installed or extended to the project site from adjacent existing facilities. The utility and roadway improvements will facilitate future growth in the surrounding area. The availability of this infrastructure would reduce the cost to public agencies that would provide services to the project area. The proposed project would be developed in an area where such infrastructure is accessible. Furthermore, the project applicant would pay all applicable development fees for the necessary infrastructure and public service improvements, including those associated with water, sewer, drainage, roadways, fire, and police; therefore, the proposed project is consistent with this policy.

Energy Chapter

Policy EN-9 *Local governments should include energy analyses in environmental documentation and general plans with the goal of conserving energy through the wise and efficient use of energy. For any identified energy impacts, appropriate mitigation measures should be developed and monitored. The SCAG recommends the use of Appendix F, Energy Conservation, of the California Environmental Quality Act.*

Consistent. An analysis of energy use has been provided in Section 4.3 (Climate Change and Greenhouse Gas Emissions) of this EIR. The analysis includes strategies that have the goal of conserving energy and efficient energy usage. Therefore, the proposed project is consistent with this policy.

Policy EN-10 *Developers and local governments should integrate green building measures into project design and zoning such as those identified in the U.S. Green Building Council's Leadership in Energy and Environmental Design, Energy Star Homes, Green Point Rated Homes, and the California Green Builder Program. Energy-saving measures that should be explored for new and remodeled buildings include:*

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- *Using energy-efficient materials in building design, construction, rehabilitation, and retrofit.*
- *Encouraging new development to exceed Title 24 energy efficiency requirements.*
- *Developing Cool Communities measures including tree planting and light-colored roofs. These measures focus on reducing ambient heat, which reduces energy consumption related to air conditioning and other cooling equipment.*
- *Utilizing efficient commercial/residential space and water heaters. This could include the advertisement of existing and/or development of additional incentives for energy-efficient appliance purchases to reduce excess energy use and save money. Federal tax incentives are provided online at http://www.energystar.gov/index.cfm?c=Products.pr_tax_credits.*
- *Encouraging landscaping that requires no additional irrigation; utilizing native, drought-tolerant plants can reduce water usage up to 60 percent compared to traditional lawns.*
- *Encouraging combined heating and cooling (CHC), also known as cogeneration, in all buildings.*
- *Encouraging neighborhood energy systems, which allow communities to generate their own electricity.*
- *Orienting streets and buildings for best solar access.*
- *Encouraging buildings to obtain at least 20 percent of their electric load from renewable energy.*

Consistent. The strategies listed in Section 4.2 and Section 4.3 of this EIR are considered to be air pollution and greenhouse gas emission reduction strategies, which include green building measures. These strategies are either part of the project, required mitigation measures, or requirements under local or State ordinances. Since the project would implement these strategies into project design and operation, the project would be consistent with this SCAG policy.

Solid Waste Chapter

Policy SW-14 *Developers and local governments should integrate green building measures into project design and zoning including, but not limited to, those identified in the U.S. Green Building Council's Leadership in Energy and Environmental Design, Energy Star Homes, Green Point Rated Homes, and the California Green Builder Program. Construction reduction measures to be explored for new and remodeled buildings include:*

- *Reuse and minimization of construction and demolition (C&D) debris and diversion of C&D waste from landfills to recycling facilities.*
- *An ordinance that requires the inclusion of a waste management plan that promotes maximum C&D diversion.*
- *Source reduction through (1) use of building materials that are more durable and easier to repair and maintain, (2) design to generate less scrap material through dimensional planning, (3) increased recycled content, (4) use of reclaimed building materials, and (5) use of structural materials in a dual role as finish material (e.g., stained concrete flooring, unfinished ceilings).*
- *Reuse of existing building structure and shell in renovation projects.*

Building lifetime waste reduction measures that should be explored for new and remodeled buildings include:

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- *Development of indoor recycling program and space;*
- *Design for deconstruction; and*
- *Design for flexibility through use of moveable walls, raised floors, modular furniture, moveable task lighting, and other reusable components.*

Consistent. The strategies listed in Section 4.2 and 4.3 of this EIR are considered to be air pollution and greenhouse gas emission reduction strategies, which include green building measures. These strategies are either part of the project, required mitigation measures, or requirements under local or State ordinances. With implementation of these strategies/measures, the project would be consistent with this SCAG policy.

Transportation Chapter

Goal *A more efficient transportation system that reduces and better manages vehicle activity.*

Consistent. The proposed project would result in the development of employment opportunities in close proximity to housing. In addition, the project proposes sidewalks and landscaping treatments to provide for pedestrian access throughout the project site. The type of uses proposed and their proximity to each other allow for increased pedestrian and bicycle activity, limiting the need for vehicle travel. Therefore, this project is consistent with this transportation goal.

Security and Emergency Preparedness Chapter

Goal *Ensure transportation safety, security, and reliability for all people and goods in the region.*

Consistent. The proposed project is consistent with this goal in that the proposed project would be required to adhere to the City of Moreno Valley's General Plan. The General Plan contains goals and policies which aim to provide adequate and reliable transportation facilities. The goals and policies identified in the City's General Plan resemble those of the RCP that address mobility, traffic safety, environmental concerns, and land use consistency as the major traffic study factors to identify existing traffic conditions and to assess the future effects on area traffic patterns/flow. Since the proposed project is consistent with the General Plan, the proposed project is consistent with this policy.

Economy Chapter

Goal *Enable business to be profitable and competitive (locally, regionally, nationally, and internationally).*

Consistent. The proposed project would add to the City's portfolio of industrial services. Through the addition of the proposed project, the City would also expand its economic competitiveness with other areas in the region. Therefore, the proposed project is consistent with this policy.

Goal *Promote sustained economic health through diversifying the region's economy, strengthening local self-reliance and expanding competitiveness.*

Consistent. As previously stated, the proposed project would add to the City's portfolio of industrial services, which would enable the City to be more self-reliant through the provision of goods and services to residents within the City. Through the addition of the proposed project, the City would also expand its economic competitiveness with other areas in the region. Therefore, the proposed project is consistent with this policy.

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Goal *Ensure a healthy, flourishing economy that provides sufficient employment opportunities to decrease poverty and meet the basic needs of all the people who participate in our economy by promoting education and workforce training policies that give residents an opportunity to compete for the full range of jobs available with good wages and benefits.*

Consistent. The proposed project is a warehousing project which would provide additional employment opportunities in the community. In addition, the proposed project would meet the basic needs of those who participate in the economy through the use of training in the workforce. Therefore, the proposed project is consistent with this policy.

Outcome *Increase job growth to add three million jobs to the regional economy by 2035.*

Consistent. The proposed project would result in additional jobs in the City, which would contribute to job growth in the regional economy. Therefore, the proposed project is consistent with this policy.

Outcome *Increase the region's economic vitality and attractiveness by focusing housing and job additions in urban centers, employment centers, and transportation corridors, such that there will be a minimum of 35 percent of the region's household growth and 32 percent of employment growth in these areas from their levels in 2005 by 2035.*

Consistent. As previously identified, development of the proposed on-site uses would increase the number of jobs in the City by approximately 646 positions. The SCAG regional forecasts indicate an increase in employment in the City of Moreno Valley from approximately 50,432 jobs in 2010 to 55,407 jobs in 2015. A similar job trend forecast is predicted for western Riverside County from approximately 588,523 jobs in 2010 to 609,219 jobs in 2015. Compared to the broader SCAG region, the City is "jobs poor." A city or sub-region with a jobs-to-housing ratio lower than the overall standard would be considered a "jobs poor" area, indicating that many of the residents must commute to places of employment outside the sub-area. Since the proposed project would add jobs to a "jobs poor" region, the proposed project would increase the region's economic vitality and attractiveness by job additions in urban centers and along transportation corridors. Therefore, the proposed project is consistent with this SCAG policy.

Regional Transportation Plan (RTP). SCAG is currently in the process of preparing the 2012 RTP. Therefore, the most recent RTP adopted by SCAG is the 2008 RTP. The 2008 RTP, adopted by the SCAG in May 2008, contains a set of existing socioeconomic projections used as the basis for the SCAG's transportation planning efforts. They include projections of population, housing, and employment at the regional, county, sub-regional, jurisdictional, Census tract, and transportation analysis zone levels. The RTP includes policies and regulations set forth to ensure development within the SCAG regional area is within planned and forecast socioeconomic projections. Goals established within the RTP include the following:

- Maximize mobility and accessibility for all people and goods in the region (discussed in Section 4.5: Traffic and Circulation);
- Ensure travel safety and reliability for all people and goods in the region (discussed in Section 4.5: Traffic and Circulation);
- Preserve and ensure a sustainable regional transportation system (discussed in Section 4.5: Traffic and Circulation);
- Maximize the productivity of our transportation system (discussed in Section 4.5: Traffic and Circulation);
- Protect the environment, improve air quality, and promote energy efficiency (discussed in Section 4.2: Air Quality);

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- Encourage land use and growth patterns that complement our transportation investments and improve the cost-effectiveness of expenditures (discussed in Section 4.5: Traffic and Transportation); and
- Maximize the security of our transportation system through improved system monitoring, rapid recovery planning, and coordination with other security agencies (discussed in Section 4.5: Traffic and Transportation).

The proposed project is consistent with the RTP such that the proposed project would be required to adhere to the City of Moreno Valley's General Plan. The General Plan contains goals and policies that aim to minimize traffic congestion, provide adequate transportation facilities, and require development to pay its share of costs. The goals and policies identified in the City's General Plan resemble those of the RTP that address mobility, traffic safety, environmental concerns, and land use consistency as the major traffic study factors to identify existing traffic conditions and to assess the future effects on area traffic patterns/flow. Furthermore, the project shall be consistent with the General Plan and, since the General Plan shall be consistent with the RTP, it is reasonable to infer that the project is consistent with policies set forth in the RTP.

Compass Growth Vision. The Compass Growth Vision plan provides a framework for local and regional decision-making regarding growth, transportation, land use, and economic development. The framework includes principles and a specific set of strategies intended to achieve and improve a quality of life that promotes and sustains for future generations the region's mobility, livability, and prosperity. The main objective of the Compass Growth Vision is to manage the forecast growth while improving future living conditions for all people within the SCAG area, including live, work, and play activities. The following discussion includes the principles within the Compass Growth Vision plan and their association to the proposed project.

- ***Principle 1:*** Improve mobility for all residents.
- ***Principle 2:*** Foster livability in all communities.
- ***Principle 3:*** Enable prosperity for all people.
- ***Principle 4:*** Promote sustainability for future generations.

The proposed project is consistent with the four principles identified above. The nature of the proposed project allows the transport of commodities from a single area rather than multiple areas, minimizing vehicle trip generation. The proposed project supports the prosperity for all people by providing employment opportunities close to existing housing within the City of Moreno Valley. The proposed project is located in an area that is already developed with urban uses and where existing infrastructure (freeway, sewer, electrical, water, etc.) is accessible. During the construction of the project and as needed throughout the process, necessary utility and roadway improvements will be installed or extended to the project site from adjacent existing facilities. The utility and roadway improvements will facilitate future growth in the surrounding area. The development of the proposed project is consistent with the land use vision for the site and will augment existing services available in the City and region.

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6.0 ALTERNATIVES

6.1 INTRODUCTION

An EIR must identify ways to mitigate or avoid the significant effects that a project may have on the environment. In compliance with *CEQA Guidelines* Section 15126.6(a), this Draft EIR must also describe "a range of reasonable alternatives to the project, or to the location of the project which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project." The EIR need not consider every conceivable alternative; rather it must consider a reasonable range of potentially feasible alternatives to the project, or to the location of the project, which would avoid or substantially lessen significant effects of the project, even if "these alternatives would impede to some degree the attainment of the project objectives, or would be more costly" (*CEQA Guidelines* Section 15126.6(b)). The discussion of project alternatives must "include sufficient information about each alternative to allow meaningful evaluation, analysis, and comparison with the proposed project." An EIR must evaluate a "No Project" alternative in order to allow decision-makers to compare the effect of approving the project to the effect of not approving the project.

The City, acting as the CEQA Lead Agency, is responsible for selecting a range of project alternatives for examination and must publicly disclose its reasoning for selecting those alternatives. The range of alternatives addressed in an EIR is governed by a "rule of reason," which requires the EIR to set forth only those alternatives necessary to permit a reasoned choice. Of the alternatives considered, the EIR need examine in detail only those the Lead Agency determines could feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project. Per *CEQA Guidelines* Section 15364, "feasible" has been defined as "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, legal, social, and technological factors."

6.1.1 Summary of the Proposed Project

The proposed project consists of the development of approximately 1,616,133 square feet of warehouse distribution uses, necessary parking, and associated site improvements on an approximately 71-acre site. The proposed Project would consist of one building which would be constructed with 264 vertical-lift dock-high roll up doors on the long (north and south) sides of the building to allow access for the loading and unloading of products from diesel truck/trailers. Building interiors are typically large and open to accommodate the temporary storage of the products to be distributed. The building will include a total of approximately 44,000 square feet of business office space for the management of the warehouse. Parking at the warehouse will be provided for 368 truck trucks and trailers as well as 589 parking stalls for passenger vehicles in accordance with City standards for light industrial uses. The proposed Project is consistent with the General Plan designation of Business Park/Light Industrial and zoning for the site of industrial/business park uses which is governed by Specific Plan (SP) 208 (Moreno Valley Industrial Area Plan).

Access to the proposed Project site will be provided via two driveways on Indian Street, three driveways on Grove View Road, and two driveways on Perris Boulevard. The northern driveway on Perris Boulevard will be for passenger vehicle and emergency access only. The southern driveway on Perris Boulevard will align with the existing signalized intersection at the Ross Distribution Warehouse entrance. The north Project driveway on Indian Street will be for passenger vehicle and emergency access only; all other driveways will be used by both passenger vehicles and trucks. The proposed Project is anticipated to be constructed by the year 2013.

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The proposed Project will function as a trucking distribution hub for several types of items. Goods imported from the ports of California as well as other locations will be delivered via truck to the proposed distribution centers and distributed via truck to both in and out of state locations, thus benefiting both local and interstate commerce.

Within the past two years, the proposed Project site has received approximately 80,000 cubic yards of fill as part of an approved stockpile permit previously issued by the City. Due to the Project site's topography and drainage requirements, approximately 220,000 additional cubic yards of fill will be required. Analysis of the proposed Project's impacts is based on 220,000 cubic yards of imported fill required to complete the Project. It is reasonable to estimate that the fill may be obtained from a site located within 10 miles of the proposed Project in order to reduce import hauling costs, consistent with typical soil import/export hauling distances for projects in Moreno Valley.

In addition to construction of required street frontage improvements on Indian Street, Perris Boulevard, and Grove View Road, the Project includes construction of necessary infrastructure to provide water, sewer, phone, cable, natural gas, and electricity service. Drainage will be handled by a system of on-site collection/routing pipes, landscaped swales, sand filters, and paved landscape features.

Site and building design attributes for the proposed Project will incorporate many sustainability and Green Building concepts. Green Building is the practice of increasing building efficiency through site planning, water and energy management, material use, control of indoor air quality and the use of innovative design concepts. These practices help to improve building operational efficiency, conserve water, reduce waste, and lessen the heat island effect of development.

6.1.2 Project Objectives

The purpose of the proposed project is to provide a new facility that specializes in warehouse distribution services. Upon development, the proposed project will achieve the following:

- Create employment-generating opportunities for the citizens of Moreno Valley and surrounding communities;
- Encourage industrial development as attractive and productive uses while minimizing conflicts with the surrounding existing uses;
- Encourage warehouse distribution services that take advantage of the area's close proximity to various freeways and transportation corridors;
- Provide the infrastructure improvements required to meet Project needs in an efficient and cost-effective manner;
- Encourage new development consistent with the capacity and municipal service capabilities;
- Provide a high density, high-quality large-scale industrial development to provide jobs for residents at a variety of income levels;
- Facilitate the efficient and cost-effective movement of goods in and through the City, which, in turn, allows the City to compete economically on a domestic and international scale;
- Provide an industrial warehouse facility that meets the substantial and unmet demands of businesses located in the City and County;
- Cluster industrial warehouse uses near efficient access points to the state highway system to reduce traffic congestion on surface streets and to reduce concomitant air pollutant emissions from vehicle sources;

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- Implement the City's General Plan Industrial/Business Park Land Use designations that are applicable to the site;
- Accommodate new development that channels land uses in a phased, orderly manner and is coordinated with the provision of necessary infrastructure and public improvements;
- Provide new development that will assist the City in obtaining fiscal balance in the years and decades ahead; and
- Address community circulation, both vehicular and pedestrian, utilizing available capacity within the existing circulation system, and provide fair share improvements to various future-year deficient intersections or road segments.

6.1.3 Summary of Proposed Project Significant Impacts

The analysis provided in Section 4.0 determined that, despite the implementation of mitigation measures, significant environmental impacts would result from the construction and operation of the proposed on-site uses. To satisfactorily provide the CEQA-mandated alternatives analysis, the alternatives considered must reduce any of the following project-related significant impact(s):

- Conversion of agricultural land and agricultural uses to urban land and urban uses;
- Emissions of NO_X and PM_{10} during construction operations;
- Long-term emissions of ROG, NO_X, CO, and PM_{10} resulting from increased vehicular trips and operation of the proposed on-site uses;
- Project contributions to cumulatively considerable greenhouse gas emissions;
- Impacts to level of service at roadway segments and freeway segments in the existing plus project condition (2007); and,
- Impacts to level of service at intersections, roadway segments, and freeway segments in the cumulative opening year (2013).

6.2 ALTERNATIVES CONSIDERED BUT NOT CARRIED FORWARD FOR ANALYSIS

In determining an appropriate range of alternatives to be evaluated in the EIR, three possible alternatives were considered and rejected because they could not accomplish the basic objectives of the project as listed above or they were considered infeasible. Per the *CEQA Guidelines* (Section 15126.6(c)), factors that may be considered when addressing the feasibility of alternatives include failure to meet most of the stated project objectives, infeasibility, or inability to avoid significant environmental effects. The purpose of the proposed project is to provide for and expand employment and revenue opportunities within the City of Moreno Valley. The proposed project would expand employment options in a location that is convenient to existing and future City residents and augment the City's economic base. The following three development scenarios were considered and rejected as potential alternatives to implementation of the proposed project:

- No Build Alternative;
- Residential Alternative; and
- Mixed Commercial/Residential Alternative.

Based on Section 15126.6 of the *CEQA Guidelines*, the following alternatives were rejected based on the criteria of not feasibly attaining most of the basic objectives of the project while reducing or

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avoiding any of the significant effects of the proposed project. The reason or reasons for not selecting each of the rejected alternatives are discussed below.

6.2.1 No Build Alternative

Under the No Build Alternative, no development would take place within the project limits. No ground-disturbing activities would take place, nor would any form of structure or facility be erected. Impacts associated with this alternative, when compared to the proposed project, would not occur. In the absence of development, no impacts would occur and this alternative would be the environmentally superior alternative. However, disallowing development of the site, as suggested by this alternative, would not fulfill the primary objectives of the proposed project. Retention of the project site in its current condition would not expand employment opportunities to residents of the City. Retaining the site in its current undeveloped condition would not generate the revenue (e.g., property tax) that could augment the City's current revenue stream. Therefore, the No Build Alternative was rejected from further consideration in the EIR.

6.2.2 Residential Alternative

The Residential Alternative consists of the development of the 71-acre project site with approximately 355 single-family units[1] based on the City's R5 zone. The R5 zone was utilized as this is the zoning designation of the nearest residential uses to the north along Perris Boulevard north of the Perris Valley Storm Drain channel. A zone change, General Plan Amendment, and Specific Plan Amendment would be required for this alternative to change the project site from its existing Business Park/Light Industrial (BP) General Plan designation and Industrial Area Plan (SP208I) zoning designation to a residential R5 designation. Furthermore, a Specific Plan Amendment would be required to remove the project site from the underlying Industrial Specific Plan 208. Since the Residential Alternative consists only of residential uses, employment-generating opportunities would not occur aside from temporary construction work, which would be filled predominantly by those already residing in the area. The project's full potential to utilize the area's close proximity to various freeways and transportation corridors would not be realized as only residential uses would occur under the Residential Alternative. Additionally, the development of the entire 71-acre project site under this alternative would result in the placement of the residential uses adjacent to a major transportation corridor alongside SP208I industrial/business park uses which could potentially result in additional adverse impacts such as exposure to air pollutants, noise, and land use incompatibilities. This alternative has been rejected because it would result in greater impacts and would not satisfy the basic City objectives for development of the project site. A discussion of existing zoning for the entire project has been analyzed under Alternative 1: No Project.

6.2.3 Mixed Commercial/Residential Alternative

The Mixed Commercial/Residential Alternative would include the development of the 71-acre project site with approximately 690,000 square feet[2] of Community Commercial[3] uses and 532 multiple-family units.[4] A zone change, General Plan Amendment, and Specific Plan Amendment would be required for this alternative to change the project site from its existing Business Park/Light Industrial

[1] Based on assumption that the site is rezoned R5, which allows up to 5 dwelling units per acre; 71 acres × 5 dwelling units per acre = 355 dwelling units.

[2] The City's Municipal Code does not identify maximum lot coverage for Community Commercial uses; therefore, this figure assumes an approximately 25 percent lot coverage which is representative of similarly sized commercial uses in the region.

[3] Community Commercial zones allow for the development of a variety of business, retail, personal, and related or similar services.

[4] Based on assumption that half of the site is rezoned R15, which allows up to 15 dwelling units per acre; 35.5 acres × 15 dwelling units per acre = 532 dwelling units.

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(BP) General Plan designation and SP208 Industrial/Business Park zoning designation to a residential designation and commercial designation. Additionally, a Specific Plan Amendment would be required to remove the project site from the underlying Industrial Specific Plan 208. These land use changes would produce additional environmental impacts not created by the proposed project. While the commercial component of this Alternative would utilize the project site's close proximity to nearby transportation corridors, the development of the remainder of the site with residential uses would not provide the varied employment and service uses and revenue associated with the proposed project. The development of approximately half of the project site under this alternative with residential uses would result in the placement of the residential uses adjacent to a major transportation corridor alongside SP208 Industrial/business park uses which could potentially result in additional adverse impacts such as exposure to air pollutants, noise, and land use incompatibilities. The residential component of this alternative would produce demand for public services that would exceed the amount of municipal revenues it would generate, and there would be little to no employment opportunities created. Therefore, the mixed commercial/residential alternative would not meet the project objectives of providing new employment and revenue generation options in close proximity to local consumers to the same degree as the proposed project. The employment opportunities and economic benefits derived from the proposed project are superior to the Mixed Commercial/Residential Alternative. This alternative has been rejected because it would result in greater impacts and would not satisfy the basic City objectives for development of the project site.

6.3 ALTERNATIVES ANALYSIS

Table 6.A summarizes the four alternatives have been identified and evaluated to provide decision-makers with a reasonable range of alternatives that would eliminate or reduce the impacts of the project. Factors considered in selecting the alternatives include site suitability, availability of infrastructure, other plans or regulatory limitations, economic viability, and whether the project proponent can reasonably acquire, control, or otherwise have access to the alternative site. An EIR need not consider an alternative whose impact cannot be reasonably ascertained and whose implementation is remote or speculative. In accordance with *CEQA Guidelines*, the alternatives considered in this EIR include those that 1) could accomplish most of the basic objectives of the project, 2) are reasonably feasible given the nature of the project and surrounding land uses, and 3) could avoid or substantially lessen one or more of the significant effects of the project.

Table 6.A: Summary of Analyzed Alternatives

Project Alternative	Alternative Description
Alternative 1 (No Project)	No change in General Plan designation or zoning of project site would occur. The project site would be developed with existing zoning resulting in the construction of 1,420,000 square feet of industrial warehouse uses on approximately 63 acres and approximately 180,000 square feet of commercial on 8 acres.
Alternative 2 (Reduced Intensity)	Total warehouse uses would be reduced to 1,212,100 square feet on 71 acres.
Alternative 3 (Commercial Center [Mixed Retail/Office])	General Plan and zoning designations for the site would be amended to accommodate the business and professional offices. Approximately 760,000 square feet of commercial service uses would be developed on approximately 35 acres. The balance of the site (35 acres) would be developed with up to approximately 760,000 square feet of office uses.

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Table 6.A: Summary of Analyzed Alternatives

Project Alternative	Alternative Description
Alternative 4 (Off-Site)	Warehouse distribution uses consisting of 1,616,133 square feet on 70.3 acres bounded by Kramaria Street (extended) to the north, vacant and partially developed property and March Air Reserve Base to the west, Indian Street to the east, and the Perris Valley Storm Drain and vacant land to the south. The off-site location is approximately 1.3 miles northwest of the project site. No zone change or General Plan Amendment would be required. The applicant does not have control of this property.

Source: LSA Associates, Inc. 2011

Figure 6.1 illustrates the development scenarios have been identified as potential alternatives to implementation of the proposed project.

6.3.1 Environmental Impact Issues that are Generally Similar to the Proposed Project

Eight of the seventeen environmental issues for all the alternatives considered would result in a similar level of impact when compared to the project. Rather than repeat a discussion of these non-significant impacts under each alternative, a summary of these impacts is analyzed below.

- Agriculture and Forestry Resources
- Biological Resources
- Cultural Resources
- Geology and Soils
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Mineral Resources
- Recreation

The level of impact associated with these topics would be similar if developed as proposed by the project or if developed with any of the alternatives. Where impacts related to any of these issues do differ among project alternatives, an appropriate discussion is provided for the respective alternative.

6.3.1.1 Agriculture and Forestry Resources

Development of any of the alternatives, with the exception of the Off-Site Alternative, would have similar agricultural- and forestry-related impacts. Section 4.1 of the EIR concluded that there are no forest resources located within the City limits. As such, no impacts to forest resources would occur with implementation of any of the alternatives, including the Off-Site Alternative. The Moreno Valley General Plan policies and zoning designations support agriculture only as an interim use, and no land in the City is designated solely for agricultural use or for agricultural preservation. No property within the City limits is located within a Williamson Act contract area. As such, no impacts related to Williamson Act land would occur with implementation of any of the alternatives, including the Off-Site Alternative. As identified in Sections 4.1.6.1 and 4.1.6.2 of the EIR, the development of the project site with urban uses would result in the conversion of State-designated Farmland (Prime Farmland, Farmland of Statewide Importance, and Farmland of Local Importance). Because no feasible mitigation measure is available to fully mitigate for the loss of State-designated Farmland, impacts associated with development of any of the on-site alternatives would remain significant and unavoidable. Therefore, compared with the proposed project, all on-site alternatives would have a significant and unavoidable impact on agricultural resources. A separate discussion for State-Designated Farmland impacts at the off-site location is provided in Section 6.3.2.4.

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FIGURE 6.1

Proposed Project Location

Alternate Site

N

0 750 1,500

FEET

VIP Moreno Valley
Environmental Impact Report

Alternative Site Location

SOURCE: Thomas Bros., 2009

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6.3.1.2 Biological Resources

All build alternatives would require site development resulting in the grading of the entire project site. No plant species listed by the State and/or Federal government as endangered or threatened was identified on-site during the field reconnaissance. Based on the *General Habitat Assessment* [1] prepared for the proposed project site, no evidence of a natural stream course, riparian area, or vernal pool was observed during the field reconnaissance. No impacts to endangered or threatened species would occur with implementation of all on-site alternatives. No impacts to riparian habitat, other sensitive natural communities[2], or federally-protected wetlands would occur with implementation of all on-site alternatives.[3]

While the project site is located within the Western Riverside County MSHCP, the project site is not within any MSHCP criteria cell or habitat linkage. [4] Furthermore, the project site is not located within an MSHCP mammal or amphibian survey area. The project site is within the Stephen's Kangaroo Rat Habitat Conservation Plan (SKR HCP) Fee Area, but is not within a Stephen's Kangaroo Rat Core Area. Focused surveys for SKR are not required for this project because the project lies within the SKR Fee Area; therefore, under the SKR HCP, only payment of a local mitigation fee is required.

The *General Habitat Assessment* concluded that the project site lacks suitable habitat to support special status plant species and no special status plant species observed on-site. However, the proposed project has the potential to affect one non-listed sensitive species, the burrowing owl. Burrowing owls or their sign (pellets, fecal material, or prey remains) were not observed during the habitat assessment surveys (February 2007) or focused surveys (August 2009) conducted on site.[5] Due to intensive disking that had occurred on site, only a few marginally suitable potential burrows were identified. Although burrowing owl is known to occur on land that has been disturbed, it tends to avoid heavily disked areas because potential burrows occlude/collapse. However, burrowing owls, and other native bird species protected under the Migratory Bird Treaty Act (MBTA), are very mobile and opportunistic species that can occupy a site. Adherence to identified **Mitigation Measures BIO-1** through **BIO-4** (refer to Section 2.5.2) would reduce impacts to a less than significant level. As was identified for the proposed project, these alternatives would produce less than significant impacts to biological resources with the adherence to identified mitigation measures. A separate discussion for the off-site location is provided in Section 6.3.2.4.

6.3.1.3 Cultural Resources

Development of any of the identified build alternatives, including the off-site alternative, would result in extensive ground-disturbing activities affecting the entire project site and off-site location, and similar paleontological impacts would be anticipated when compared to the proposed project. The *Phase I Cultural Resources Assessment and Paleontological Records Review*[6] prepared for the proposed project concluded that while the site contains a historic site and historic isolate, which were recorded and evaluated in accordance with CEQA, these historic resources were determined to be less than significant. The report also concluded that the project site has a low probability for containing archaeological resources and due to the disturbed nature of the site, impacts to archaeological resources would be less than significant. While no such resources have previously

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1 *General Habitat Assessment*, 71± Site (APNs: 316-210-071, -073, -075, -076), Moreno Valley, Riverside County California, Ecological Sciences, Inc., August 1, 2010.

2 *Focused Surveys for Selected Criteria Area and Narrow Endemic Plant Species*, 71± Site (APNs: 316-210-071, -073, -075, -076), Moreno Valley, Riverside County California, Ecological Sciences, Inc., November 9, 2009.

3 *Jurisdictional Survey and MSHCP Riparian/Riverine/Vernal Pools Evaluation*, 71± Site (APNs: 316-210-071, -073, -075, -076), Moreno Valley, Riverside County California, Ecological Sciences, Inc., November 1, 2009.

4 *Western Riverside County Multiple Species Habitat Conservation Plan, Volume I, Part I*, Dudek & Associates, June 17, 2003.

5 *Focused Western Burrowing Owl Survey*, 71± Site (APNs: 316-210-071, -073, -075, -076), Moreno Valley, Riverside County California, Ecological Sciences, Inc., November 11, 2009.

6 *Phase I Cultural Resources Assessment and Paleontological Records Review Perris Boulevard Project, Moreno Valley, Riverside County, California*, Michael Brandman Associates, March 22, 2007. ,

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been detected within the project limits, activities undertaken for all alternatives (as with the proposed project) could encounter previously undetected paleontological resources. Adherence to the paleontological **Mitigation Measure CUL-1** (refer to Section 2.5.3) identified for the proposed project in the Initial Study (Appendix A of this EIR) would reduce impacts to less than significant. Compared with the proposed project, no greater impact would occur with any of the build alternatives.

6.3.1.4 Geology and Soils

Development of any of the on-site build alternatives would have similar geologic and soil-related impacts. The project site is not located in the vicinity of an active fault. Like all of southern California, the project site is located in a seismically active area and is subject to ground shaking resulting from activity on local and regional faults. However, the maximum credible earthquake event on the San Jacinto Fault zone affecting the project site would measure magnitude 7.2. This earthquake event is less than or equal to design levels as defined by the Uniform Building Code (UBC). The California Building Code (California Code of Regulations, Title 24) established engineering standards appropriate for the seismic zone in which development may occur. Development of the proposed project site would be required to adhere to UBC, the California Building Code, and City design and engineering standards. Impacts associated with this issue would be considered less than significant. The geotechnical analysis prepared for the proposed project concluded that the project site is not susceptible to seismic-related ground failure including liquefaction and landslides. Potential soil erosion impacts that may occur with development on the project site would be less than significant as all development within the City is required to adhere to the City's Grading Ordinance, obtain an NPDES Permit, and prepare an SWPPP, construction and operational, impacts associated with soil erosion hazards are less than significant.

The geotechnical analysis prepared for the proposed project[1] did indicate that on-site soils are potentially unstable. Adherence to **Mitigation Measure GEO-1** (refer to Section 2.5.4) would reduce impacts related to unstable soils to a less than significant level. Additionally, the geotechnical analysis also determined the presence of expansive soils on-site. Adherence to **Mitigation Measure GEO-2** (refer to Section 2.5.4) would reduce impacts related to expansive soils to a less than significant level. Compared with the proposed project, no greater impact would occur with any of the on-site build alternatives. A separate discussion for the off-site location is provided in Section 6.3.2.4.

6.3.1.5 Hazards/Hazardous Materials

Development of the any of the on-site build alternatives would still result in the on-site handling of hazardous substances, both during project construction and operation. It is assumed that, like any current use, these substances would continue to be applied in accordance with applicable local, state, and federal standards. There are no existing or proposed schools within a quarter mile of the proposed project site and the site is not identified on the DTSC's hazardous materials sites[2]. Air traffic related hazards would not occur at the proposed project site as the project site is not located within the safety hazard zones of March Air Reserve Base. Furthermore, the project site is not located within a Fire Hazard Area or within an area susceptible to wildfires identified by the City of Moreno Valley. With the adherence to existing hazardous materials regulations, impacts associated with hazards and hazardous materials under any of the on-site build alternatives would remain less than significant. A separate discussion for the off-site location is provided in Section 6.3.2.4.

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1 *Geotechnical Engineering Investigation Proposed Industrial Development Southwest Corner of Perris Boulevard and Grove View Road Moreno Valley, California*, NorCal Engineering, March 7, 2007.

2 *Phase I Environmental for the Evaluation of Potentially Hazardous Materials*, Centec Engineering, February 23, 2007.

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6.3.1.6 Hydrology and Water Quality

As with the proposed project, the development of any of the on-site alternatives would require the modification of the existing on-site pattern of drainage and would require the installation of drainage improvements that may include on-site collection/routing pipes, landscaped swales, sand filters, and paved landscape features[1]. While the extent of the impermeable surfaces (parking area) required under each alternative is reduced from that required for the proposed project, the environmental impact of these improvements would be similar. All local, state, and federal policies and regulations pertaining to surface water and groundwater resources would remain in effect under these alternatives. Sedimentation and erosion from any on-site development has the potential to affect water quality. Similar to the proposed project, the construction of any on-site use would be required to follow applicable NPDES requirements, including the preparation of and adherence to a SWPPP and BMPs.[2] These requirements have been incorporated as **Mitigation Measures HYD-01** through **HYD-03** (refer to Section 2.5.6). As with the proposed project, runoff from paved surfaces, especially during a "first-flush" event, may be contaminated by a mixture of sediment, debris, and other contaminants. A standard condition with any such development would be preparation and implementation of a Water Quality Management Plan, which would effectively mitigate post-construction water quality impacts from the developed area. This requirement has been incorporated as **Mitigation Measure HYD-04** (refer to Section 2.5.6). All on-site alternatives would not interfere with groundwater recharge as the project site is not identified as a groundwater recharge area. To reduce the on-site flows to below or equal to pre-development conditions, the anticipated on-site flows would be routed to the water quality features such as vegetated swales, clarifiers, and sand filters to reduce flows leaving the site to pre-development flow rates. This requirement to reduce on-site flows to below or equal to pre-development conditions is incorporated as **Mitigation Measure HYD-05** (refer to Section 2.5.6). The project site is not located within a flood zone and the project site is not susceptible to mudslides, tsunamis, seiches, or flooding as a result of dam or levee failure. Similar to the proposed project, potential impacts related to hydrology and water quality would be less than significant for all on-site alternatives. A separate discussion for the off-site location is provided in Section 6.3.2.4.

6.3.1.7 Mineral Resources

The City of Moreno Valley General Plan does not identify the project site as a locally important mineral resource recovery site as there are no identified Mineral Resource Zones located with the City of Moreno Valley. Development of the project site or off-site location with any build alternatives would not result in the loss of or reduce the availability of mineral resources or the resource base from which they would be derived. Compared with the proposed project, no greater impact would occur for any of the project build alternatives.

6.3.1.8 Recreation

As with the proposed project, none of the build alternatives would include a residential component and potential jobs generated by the build alternatives would be filled predominantly by people already residing in the City because Moreno Valley is jobs poor. Therefore, there would be no increase in existing population and no increase in demand for park and recreation facilities resulting from development of Alternatives 2, 3, and 4. Because no increase in demand for recreational facilities would occur, impacts associated with recreation for any of the build alternatives would be similar in magnitude as the proposed project. Compared with the proposed project, no greater impact would occur for any of the project build alternatives.

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1 *Preliminary Hydrology Report and Hydraulic Analysis for PA09-0004 VIP Moreno Valley, SWC Perris Boulevard and Grove View Road*, Robert A. Bebensee, R.C.E., March 27, 2009.

2 *Preliminary Water Quality Management Plan, for PA09-0004 VIP Moreno Valley, SWC Perris Boulevard and Grove View Road*, Robert A. Bebensee, R.C.E., July 24, 2009.

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6.3.2 Description and Impact Analysis of Alternatives

The following discussion compares the impacts of each alternative with the impacts of the proposed project, as detailed in Section 4.0 of this EIR. A conclusion is provided as to whether each alternative would result in one of the following:

- Reduction or elimination of the impact;
- A greater impact than the project;
- The same impact as the project; or
- A new impact in addition to the impacts of the proposed project impacts.

6.3.2.1 Alternative 1: No Project

Pursuant to CEQA (§15126.6[e][2]), the No Project Alternative should discuss what would reasonably be expected to occur, based on current plans and consistent with available infrastructure and community services, in the foreseeable future. The project site is currently zoned Industrial Specific Plan 208 (SP208 I). The project site is currently designated by the General Plan for Business Park/Light Industrial (BP). Given the goals and objectives of the City of Moreno Valley, it is highly reasonable in the event the proposed project were not approved, the site would be developed with some type of business park and/or industrial use. For analysis purposes, it is assumed that the No Project Alternative would result in the development of approximately 1,420,000 square feet of industrial warehouse uses on approximately 63 acres and approximately 180,000 square feet of commercial service uses on approximately 8 acres as would be allowed under the existing zoning and land use designations. The commercial service component of this alternative would be located along the frontage of Perris Boulevard while the industrial warehouse uses would occupy the remaining portion of the site.

Impact Analysis. Nine environmental issues would have impacts similar to those identified for the proposed project. These include the following:

- Aesthetics
- Agriculture and Forestry Resources;
- Biological Resources;
- Cultural Resources;
- Geology and Soils;
- Hydrology and Water Quality;
- Land Use;
- Mineral Resources; and
- Recreation.

Impacts associated with these topics would be similar to the proposed project because development of the site under the No Project Alternative would result in a similar footprint of development with no additional demand to services from residential uses. For this reason, impacts to these land-oriented impact topics would be similar resulting in the same level of impact.

The remaining environmental issues would, in some cases, result in similar impacts, but would be different enough to be discussed separately.

Air Quality. The No Project Alternative would require site grading and construction similar to that required of the proposed project. As identified in Section 4.2 of this EIR, short-term construction emission impacts associated with construction activities on the project site were mitigated to a less than significant impact with the exception of NO_X and PM_{10}. Since the No Project Alternative would require that the same amount of land be graded, the alternative would require similar grading and construction activities on site. Therefore, it is reasonable to anticipate that short-term construction

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emission impacts would also be less than significant for all criteria pollutants, with the exception of NO_X and PM_{10}, under this alternative. Air quality impacts associated with NO_X and PM_{10} would significant and unavoidable with this alternative, similar to what was identified for the proposed project.

Under the No Project Alternative, the site would be developed with 1,420,000 square feet of industrial warehouse uses on approximately 63 acres and approximately 180,000 square feet of commercial service uses on approximately 8 acres as would be allowed under the existing zoning and land use designations. Based on these land uses, the No Project Alternative would generate approximately 6,738 daily vehicle trips and 572 p.m. peak hour trips (see Table 6.B).

The volume of each operational pollutant emitted during operation of this alternative would be correspondingly increased due to an increase of total daily vehicle trips. However, the traffic increase under the proposed project did not contribute to CO concentrations in excess of the state or federal standards. It is anticipated that this alternative would not exceed the state or federal one-hour and eight-hour standards. Because no CO hot spots would occur, the alternative would not have a significant impact on local air quality for CO. The long-term air quality impacts resulting from this alternative would still contribute criteria pollutants to an air basin that is in nonattainment for these criteria pollutants, similar to the proposed project. As identified in Table 6.B, long-term operational air pollutant emissions associated with the No Project Alternative would exceed SCAQMD emissions thresholds for CO, ROC, and NO_X, and reduced to less than significant for PM_{10}, and $PM_{2.5}$.

Table 6.B: Alternative 1 Operational Emissions

Source	Pollutant Emissions, lbs/day					
	CO	ROC	NOx	SOx	PM_{10}	$PM_{2.5}$
Proposed Project	830	143	990	1.5	170	42
Alternative 1	596	112	593	0.8	85	22
Net Change	-234	-31	-397	-0.7	-85	-20
SCAQMD thresholds	**550**	**55**	**55**	**150**	**150**	**55**
Alt. 1 exceeds thresholds?	**Yes**	**Yes**	**Yes**	**No**	**No**	**No**

Source: LSA Associates, Inc., October 2011.

When compared with the proposed project, air quality impacts associated with the No Project Alternative would be correspondingly increased in magnitude. Similar to the proposed project, the generation of these emissions would still result in a cumulative contribution of air pollutants in a nonattainment basin; therefore, impacts remain significant and unavoidable.

Hazards and Hazardous Materials. Development of the No Project Alternative would still result in the on-site handling of hazardous substances, both during project construction and operation. It is reasonable to assume that, like any current use, these substances would continue to be applied in accordance with applicable local, state, and federal standards. However, the No Project Alternative would result in the development of commercial service uses, which may include but is not limited to, gas stations and food service uses. These types of uses use and transport additional potentially hazardous materials not accounted for in the analysis of the proposed project. Because the No Project Alternative results in the development of commercial service uses, impacts associated with the transport or use of hazardous materials or potential upsets or accidents would be increased in magnitude due to the increased quantities of hazardous materials that would be present on site. However, with the adherence to existing hazardous materials regulations, impacts associated with hazards and hazardous materials under the No Project Alternative would remain less than significant.

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Noise. The No Project Alternative would result in the construction of warehouse distribution and commercial service uses. As identified in Section 4.4 of this EIR, short-term construction noise impacts associated with the development of the project site were mitigated to a less than significant impact. Since the No Project Alternative would require similar site development during construction, short-term construction noise impacts would also be less than significant and similar in magnitude compared to the proposed project. The increase in project-related traffic under the No Project Alternative would result in an incremental increase in traffic noise. When compared to the proposed project, noise impacts associated with the No Project Alternative would be increased in magnitude. However, impacts would remain less than significant as some noise would still be generated under this alternative.

Population and Housing. The No Project Alternative would result in the development of 1,420,000 square feet of industrial warehouse uses on approximately 63 acres and approximately 180,000 square feet of commercial service uses on approximately 8 acres. Construction of the development envisioned under this alternative would create temporary construction jobs; however, these jobs would be likely filled by people already residing within the City. Utilizing an employment factor of one employee for every 629 square feet of service space,[1] the No Project Alternative is anticipated to generate approximately 286 commercial service jobs.[2] an employment factor of one employee for every 2,500 square feet of warehousing space,[3] the No Project Alternative is anticipated to generate approximately 568 warehousing jobs.[4] While additional jobs would be generated by the introduction of commercial service uses (addition of 286 jobs), the reduction in warehousing space would result in less warehousing jobs as the proposed project (reduction of 78). When this alternative is compared to the proposed project, the number of new jobs in the City would be a 32 percent increase over the proposed project.

The No Project Alternative would result in a greater amount of jobs created due to the development of commercial service uses. However, a large influx of new residents to the City is not anticipated due to the nature of the jobs generated by this alternative. The project would not directly affect population growth as compared with new residential development, because it is not creating homes. While the proposed project would generate employment opportunities, the jobs created are not expected to induce substantial growth in the City or region over and above the growth anticipated by the City's General Plan and the SCAG's regional growth forecasts. Population and housing impacts under this alternative would be similar in magnitude when compared to the proposed project. Therefore, impacts associated with this issue would remain less than significant.

Public Services. The No Project Alternative would result in the development of 1,420,000 square feet of industrial warehouse uses on approximately 63 acres and approximately 180,000 square feet of commercial service uses on approximately 8 acres within the project site. Similar to the proposed project, demands on schools, parks, other public facilities, law enforcement, and fire protection services would be similar in magnitude as no residential uses (impacts to schools and parks) are proposed under this alternative. Like the proposed project, development under this alternative would require payment of development impact fees for schools, police services, and fire services. The payment of development impact fees would offset any impacts to these public services that may result from the development of this alternative. Therefore, when compared to the proposed project, impacts associated with public services would remain less than significant with the payment of development impact fees.

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1 *Table IIB Average Number Employee per Square Foot, Employment Density Report*, Southern California Association of Governments, Natelson Company, Inc, October 2001.
2 Utilizing 1 employee/629 square feet of service use × 180,000 square feet of service use = 286 jobs.
3 *Table IIB Average Number Employee per Square Foot, Employment Density Report*, Southern California Association of Governments, Natelson Company, Inc, October 2001.
4 1 employee/2,500 square feet of warehousing use × 1,420,000 square feet of service use = 568 jobs.

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Traffic. As indicated in Table 6.C, the No Project Alternative would generate approximately 6,738 daily vehicle trips and 572 p.m. peak hour trips. Compared to the proposed project, the No Project Alternative, which assumes development of existing zoning uses, would result in an increase of 33.4 percent of daily traffic trips. It is reasonable to assume that an increase of 33.4 percent in traffic trips would increase traffic on local roadways and intersections The increase in traffic may cause an existing intersection or roadway segment to operate at a deficient LOS. While significant traffic impacts may occur under this alternative, these impacts would be mitigated in a manner similar to those of the proposed project. However, despite the identification of mitigation measures, certain freeway segments and the I-215/Harley Knox Interchange improvements would not be under the jurisdiction of the City and can not be guaranteed to be in place when development under Alternative 1 would become operational. Therefore, when compared to the proposed project, traffic impacts would be greater due to the additional trip generation. However, the resulting impact significance would be similar and would remain significant and unavoidable until the improvements are in place.

Table 6.C: Comparison of Average Daily and P.M. Peak Hour Trips

Type of Development	PM Peak Hour	Average Daily Trips
Proposed Project	388	5,052
Alternative 1 (No Project)	572	6,738
Alternative 2 (Reduced Intensity)	291	3,791
Alternative 3 (Commercial Center)	2,113	18,065
Alternative 4 (Off-Site Location)	388 5,052	

Source: *ITE Trip Generation Handbook, 7th Edition*, LSA Associates, Inc., October 2011.

Utilities and Service Systems. Existing utility infrastructure for stormwater and wastewater is present in adjacent roadways or parcels. Like the proposed project, the applicant would connect to existing utility infrastructure subject to the terms and conditions of the City, EMWD, and RCFCWCD. As indicated in Table 6.D, the No Project Alternative would generate approximately 109,420 gallons of wastewater per day, which is approximately 73.5 percent more than the amount of wastewater that would be generated by the proposed project. However, similar to the proposed project, development under this alternative would be required to pay infrastructure fees and obtain approval from the wastewater treatment provider that would ensure there is excess capacity for the wastewater that would be generated by the proposed development. Therefore, impacts related to waste water and wastewater treatment would remain less than significant when compared to the proposed project.

Table 6.D: Comparison of Average Wastewater Generation

Type of Development	Gallons per day (gpd)
Proposed Project	63,070
Alternative 1 (No Project)	109,420
Alternative 2 (Reduced Intensity)	47,260
Alternative 3 (Commercial Center)	456,000
Alternative 4 (Off-Site Location)	63,070

Wastewater Factor Source: *Sewage Generation Rates*, Draft CEQA Thresholds Guide, 2006.

The development of the service commercial and industrial warehouse uses associated with this alternative would also require the installation of water supply infrastructure to serve the project site. As indicated in Table 6.E, the No Project Alternative would require approximately 31,020 gallons of water per day, which is a 37.7 percent reduction than what would be required by the proposed project. When compared to the proposed project, water usage demands would be reduced in magnitude. As identified for the proposed project, EMWD has indicated that it has water available to

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serve the proposed project[1]. Therefore, it is reasonable to conclude that water would be available for development proposed for the No Project Alternative.

Like the proposed project, the No Project Alternative would also generate solid waste. As identified in Table 6.F, this alternative would generate 805 tons of solid waste per year, which is 89.9 percent more than what the proposed project would generate. Therefore, demands on solid waste services and landfill capacity would be increased in magnitude. However, similar to the proposed project, development under the No Project Alternative would be required to adhere to the provisions of the solid waste provider that would service the project site. When compared to the proposed project, solid waste impacts under this alternative would remain less than significant.

Table 6.E: Comparison of Average Water Use

Type of Development	Gallons per day (gpd)
Proposed Project	49,805
Alternative 1 (No Project)	31,020
Alternative 2 (Reduced Intensity)	37,354
Alternative 3 (Commercial Center)	140,000
Alternative 4 (Off-Site Location)	49,805

Water Use Factor Source: *Water Supply Assessment* Eastern Municipal Water District, January 20, 2010.

Table 6.F: Comparison of Average Solid Waste Generation

Type of Development	Tons per year (tons/yr)
Proposed Project	424
Alternative 1 (No Project)	805
Alternative 2 (Reduced Intensity)	319
Alternative 3 (Commercial Center)	3,648
Alternative 4 (Off-Site Location)	424

Solid Waste Factor Source: *Estimated Solid Waste Generation Rates*, California Integrated Waste Management Board, http://www.ciwmb.ca.gov/WASTECHAR/WasteGenRates/Commercial.htm, website accessed October 4, 2011.

Global Climate Change. GHG emissions associated with the No Project Alternative are correspondingly increased as the No Project Alternative would increase the number of daily trips made to the site. In addition, the No Project Alternative would decrease the amount of water utilized and wastewater generated. As identified in Table 6.G, the No Project Alternative would generate 20,600 tons of carbon (CO_2), 0.77 ton of methane (CH_4), and 0.004 ton of nitrous oxide (N_2O) per year. The total CO_2 equivalent[2] (Tg/yr CO_2 Eq.) for the No Project Alternative would be 0.02 Tg/yr CO_2 Eq., which is approximately 33 percent less than what was identified for the proposed project.

Table 6.G: Comparison of Greenhouse Gas Emissions

Alternatives	Greenhouse Gas Emissions (tons/yr)			Total CO_2 equivalent (Tg/yr CO_2 Eq.)*
	CO_2	CH_4	N_2O	
Proposed Project	39,000	1.3	0.004	0.03
Alternative 1 (No Project) 20,60	0	0.77	0.004	0.02

1 *Water Supply Assessment for City of Moreno Valley Plot Plan Application PA09-004*, Eastern Municipal Water District, January 20, 2010.

2 Carbon dioxide equivalent (CO_2 Eq.) is an internationally accepted measure that expresses the amount of other greenhouse gases (e.g., methane and nitrous oxide) in terms of the amount of carbon dioxide (CO_2). The CO_2 Eq. measure is used as a way to measure the warming potential of a greenhouse gas as compared to CO_2, which has the highest global warming potential.

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Table 6.G: Comparison of Greenhouse Gas Emissions

Alternatives	Greenhouse Gas Emissions (tons/yr)			Total CO_2 equivalent (Tg/yr CO_2 Eq.)*
	CO_2	CH_4	N_2O	
Alternative 2 (Reduced Intensity)	12,200	0.45	0.004	0.01
Alternative 3 (Commercial Center)	49,000	1.9	0.005	0.04
Alternative 4 (Off-Site Location)	39,000	1.3	0.004	0.03

* Tg/yr CO_2 Eq. = teragrams or one million metric tons per year; this denotation is the standard metric unit utilized worldwide.
Source: LSA Associates, Inc. October 2011 and Greenhouse Gas Emissions and Global Climate Change Study, LSA Associates, Inc., August 2011 (Appendix E).

Cumulative Impacts. Similar to the proposed project, this alternative would contribute toward the permanent conversion of farmland, air quality operational emissions, and increased traffic operations on local roadways and at local intersections. Because this alternative would have a greater amount of traffic, the amount of operational emissions would be greater in magnitude. Because there are no feasible mitigation measures to reduce the cumulative impacts associated with long-term operational air pollutant emissions and increased traffic, long-term air quality and traffic impacts would remain significant and unavoidable. The No Project Alternative would also require the development of the project site. Since there is no feasible mitigation that would reduce the cumulative impacts associated with the conversion of farmland, cumulative impacts associated with farmland conversion would remain significant and unavoidable.

Conclusion. Under the No Project Alternative, impacts related to short-term construction-related air quality would be similar to the proposed project as the same amount of land would be disturbed and the same mix of equipment would be utilized. Long-term operational-related air quality emissions would be greater than the proposed project and would remain significant and unavoidable. Under this alternative, population and housing impacts would be similar in magnitude as no residential uses are proposed and the associated increases in employment are accounted for in the City General Plan and other applicable local and regional plans.

The development of the No Project Alternative would have similar demands on public services and recreation facilities. The payment of fees and adherence to development requirements would reduce these impacts to a less than significant level. Water supply is expected to be available as water demand is reduced and water demand was determined to be available for the proposed project. Because of the increase in vehicle trips achieved under this alternative, impacts to the operation of local roadways and intersections would be proportionally greater that what was identified for the proposed project; therefore, long-term traffic impacts would remain significant and unavoidable. Although traffic-related noise would be greater in magnitude, noise impacts would be similarly mitigated like the proposed project and would remain less than significant. Under this alternative, many of the proposed project objectives would be met as warehouse uses would be built. Development of this alternative would provide new employment opportunities for residents of Moreno Valley.

6.3.2.2 Alternative 2: Reduced Intensity

With the intent of avoiding or substantially reducing significant impacts created by the project traffic, air quality, and noise, the City has considered a Reduced Intensity Warehouse Alternative. This alternative includes one warehouse building covering approximately 1,212,100 square feet. Under this alternative, the proposed warehouse uses would represent a net decrease of approximately 25 percent compared to the proposed project. The existing BP General Plan designation and SP208 I zoning would be retained.

Impact Analysis. Nine environmental issues would have similar impacts as for the proposed project. These include the following:

- Agriculture and Forestry Resources;
- Biological Resources;
- Cultural Resources;
- Geology and Soils;
- Hazards and Hazardous Materials;
- Hydrology and Water Quality;
- Land Use;
- Mineral Resources; and
- Recreation.

Impacts associated with these topics would be similar to the proposed project because development of the site under the Reduced Intensity Alternative would result in a similar footprint of development with no additional demand to services from residential uses. For this reason, impacts to these land-oriented impact topics would be similar resulting in the same level of impact.

The remaining environmental issues would, in some cases, result in similar impacts, but would be different enough to be discussed separately.

Aesthetics. The proposed project site is not within a scenic vista identified by the City's General Plan or Specific Plan 208. Proposed development envisioned under the Reduced Intensity Alternative would be consistent with development envisioned in the General Plan and Specific Plan 208. The project site is not located along a state scenic highway, nor are any state scenic highways located in the project vicinity. The City's General Plan identifies major scenic resources as being visible from SR-60 and the development of the project site would not affect views of these major scenic resources. In addition, the project site does not contain rock outcroppings, historic buildings of significance, or other features that have been identified as scenic resources by either the City or State. The site does contain several ornamental trees (Eucalyptus, pine, and Peruvian pepper). Similar to the proposed project, prior to development of the site, the developer will be required to replace all mature trees 4 inches in diameter or greater in accordance with the City's tree removal replacement policy. Development that may occur on the project site would be required to adhere to City requirements for site development, similar to the proposed project. Although the visual characteristic of the project site would change, there would be no demonstrable negative aesthetic effect to the existing visual character or quality of the project site or its surroundings. The installation of on-site lighting to accommodate nighttime activities and for safety purposes would be required for this alternative, similar to the proposed project. Development of the warehouse uses envisioned under this alternative would be required to comply with design standards, such as lighting, setbacks, building height, lot dimensions, and maximum lot coverage contained in the City of Moreno Valley Municipal Code. While the total amount of square footage is reduced under the Reduced Intensity Alternative, site development would occur in a similar manner as the proposed project and would be required to adhere to the underlying development standards. Therefore, impacts associated with aesthetics for the Reduced Intensity Alternative are similar in magnitude to what was identified for the proposed project. Like the proposed project, impacts associated with this issue would be less than significant.

Air Quality. Because the amount of land to be graded with Alternative 2 would be equal to that of the proposed project, a similar mix of equipment as the proposed project would operate during earthmoving activities. The entire site will be graded and require import of soil to raise the building for drainage purposes. Therefore, construction emissions from the development of Alternative 2 would be similar to the proposed project, which is significant and unavoidable for NO_X and PM_{10}. Under this alternative, average daily traffic volumes would be reduced by 25 percent in comparison with the proposed project. As indicated in Table 6.H, the volume of each operational pollutant emitted during

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operation of this alternative would be correspondingly reduced. However, unlike the proposed project, operational emissions for CO, and PM_{10} would not exceed daily SCAQMD thresholds. NOx and ROC operational emissions will exceed daily SCAQMD thresholds which is similar to the proposed project. Application of Leadership in Energy and Environmental Design (LEED) standards and green building design principles could reduce emissions from building operations such as heating and cooling; however, such standards and principles would not reduce emissions to below SCAQMD thresholds.

Table 6.H: Alternative 2 Operational Emissions

Source	Pollutant Emissions, lbs/day					
	CO	ROC	NOx	SOx	PM_{10}	$PM_{2.5}$
Proposed Project	830	143	990	1.5	170	42
Alternative 2	323	69	333	0.5	50	13
Net Change	-507	-74	-657	-1.0	-120	-29
SCAQMD thresholds	**550**	**55**	**55**	**150**	**150**	**55**
Alt. 2 exceeds thresholds?	**No**	**Yes**	**Yes**	**No**	**No**	**No**

Source: LSA Associates, Inc., August 2011.

Although operational air quality emissions would be reduced when compared to the proposed project during operations only, impacts would remain significant and unavoidable as there are no feasible mitigation measures identified that would reduce emissions to below the SCAQMD threshold for ROC and NO_X.

Noise. Under the proposed project, construction-related noise impacts were reduced to a less than significant level through the implementation of mitigation measures. Under this alternative, a similar amount of land would be disturbed; therefore, noise impacts associated with the construction of this alternative would be similar to those identified under the proposed project. With the implementation of mitigation identified for the proposed project, the short-term construction-related noise impacts associated with this alternative would remain less than significant, as identified for the proposed project. As with the proposed project, Alternative 2 would have truck deliveries and noise that would be generated during loading/unloading, trash compacting, and truck movements. Additionally, there would be noise associated with parking lot activities. These operational-related noise impacts associated with this alternative would remain less than significant, as identified for the proposed project.

The reduction in project-related traffic under this alternative would result in a decrease in long-term traffic noise due to a reduction of daily traffic trips to the project site. Under the proposed project, the increase in future traffic noise along local roadway segments would not increase beyond the threshold of perception. Under this alternative, future increases in traffic-related noise would not be above the threshold of perception due to a decreased contribution of future traffic volumes. When compared to the proposed project, this alternative's contribution to future traffic noise would be reduced, thereby reducing overall mobile source noise impacts within the area. When compared to the proposed project, operational noise associated with the Reduced Intensity Alternative would result in a less than significant impact, as identified for the proposed project.

Population and Housing. This alternative would result in the development of 1,212,100 square feet of warehouse uses. Utilizing an employment factor of one employee for every 2,500 square feet of warehouse space,[1] the Reduced Intensity Alternative is anticipated to generate approximately 485

[1] Inland Empire Distribution Center Operations Profile, WCL Consulting, June 10, 2008. 2,500 square feet per employee is an average of the Inland Empire rates.

employment opportunities.[1] Since warehouse jobs do not require skills that would require a specialized workforce that may not reside in the City, it is anticipated that these warehouse jobs would be filled predominately by persons already residing in the area. Therefore, no population increase would occur with the development of these warehouse jobs. When this alternative is compared to the proposed project, the number of new jobs would be 25 percent less than the proposed project. Similar to the proposed project, impacts related to population and housing would remain less than significant as this alternative would continue the existing development trend envisioned by the City.

Public Services. Compared to the proposed project, this alternative would result in a reduction of approximately 25 percent of proposed warehouse uses as compared to the proposed project. Similar to the proposed project, demands on schools, parks, other public facilities, law enforcement, and fire protection services would be similar in magnitude as no residential uses (impacts to schools and parks) are proposed under this alternative. Like the proposed project, development under this alternative would require payment of development impact fees for schools, police services, and fire services. The payment of development impact fees would offset any impacts to these public services that may result from the development of this alternative. Therefore, when compared to the proposed project, impacts associated with public services would remain less than significant with the payment of development impact fees.

Traffic. Based on trip generation rates published in *ITE Trip Generation Handbook, 7th Edition*, this alternative would generate approximately 3,791 daily vehicle trips, which is approximately 25 percent less than what was identified for the proposed project. With a 25 percent reduction in daily trips, it is reasonable to conclude that traffic volumes on local roadways and intersections would be reduced under this alternative. Although the volume of traffic is reduced under this alternative, impacts to LOS levels at nearby intersections and roadway segments would still occur and would require mitigation. The addition of traffic volumes associated with this alternative could result in a deficient LOS level at one or more of the intersections in the project vicinity during the lifetime of the development. While significant traffic impacts may occur under this alternative, these impacts would be mitigated in a manner similar to those of the proposed project. However, despite the identification of mitigation measures, certain freeway segments and the I-215/Harley Knox Interchange improvements would not be under the jurisdiction of the City and cannot be guaranteed to be in place when development under Alternative 2 would become operational. Therefore, when compared to the proposed project, traffic impacts would be lessened due to the reduced trip generation. However, the resulting impact significance would be similar and would remain significant and unavoidable until the improvements are in place.

Utilities and Service Systems. Existing utility infrastructure for stormwater and wastewater are present in adjacent roadways or parcels. Like the proposed project, development under this alternative would connect to existing utility infrastructure subject to the terms and conditions of the City, EMWD, and RCF CWCD. As indicated in previously identified Table 6.D, this alternative would generate approximately 47,260 gallons of wastewater per day, which is a 25 percent decrease in wastewater than would be generated by the proposed project. When compared to the proposed project, this alternative's demands on wastewater treatment and capacity at existing wastewater treatment facilities would be reduced in magnitude. However, like the proposed project, adherence to existing requirements identified by the City and EMWD would result in impacts remaining at a less than significant level.

[1] 1 employee/2,500 square feet of warehouse use × 1,212,100 square feet of warehouse use = 485 warehouse jobs.

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The development of the warehouse uses associated with this alternative would also require the installation of water supply infrastructure. However, as previously indicated in Table 6.E, this alternative would require approximately 37,354 gallons of water per day, which is an approximately 25 percent decrease from that required by the proposed project. When compared to the proposed project, water usage demands would be reduced. However, similar to the proposed project, development under this alternative would be required to obtain verification from the water purveyor that water is available to serve the development. Since this alternative would utilize less water than the proposed project and since water supply for the proposed project is available, it is reasonable to conclude that if this alternative was built instead of the proposed project, adequate water would be available. Therefore, impacts related to water usage and water treatment/conveyance facilities would remain less than significant, similar to the proposed project.

Like the proposed project, the Reduced Intensity Alternative would also generate solid waste. As previously identified in Table 6.F, this alternative would generate 319 tons of solid waste per year, which is an approximately 25 percent decrease to what the proposed project would generate. Therefore, demands on solid waste services and landfill capacity would be reduced in magnitude. However, similar to the proposed project, development under the Reduced Intensity Alternative would be required to adhere to the provisions of the solid waste provider that would service the project site. When compared to the proposed project, solid waste impacts would remain less than significant.

Global Climate Change. GHG emissions under this alternative are correspondingly reduced as traffic trips are reduced. As previously identified in Table 6.G, this alternative would generate 12,200 tons of carbon (CO_2), 0.45 ton of methane (CH_4), and 0.004 ton of nitrous oxide (N_2O) per year. The total CO_2 equivalent for this alternative would be 0.01 Tg/yr CO_2 Eq., which is 67 percent less than the 0.03 Tg/yr CO_2 Eq. that would result from the operation of the proposed project.

Cumulative Impacts. Similar to the proposed project, the Reduced Intensity Alternative would contribute to the permanent conversion of farmland, long-term operational air pollutant emissions, and increased traffic operations on local roadways and at local intersections. Although the amount of operational air pollutant emissions and traffic would be reduced in magnitude, because there are no feasible mitigation measures to reduce long-term air pollutant operational emissions and increased traffic, cumulative impacts would remain significant and unavoidable.

As with the proposed project, the Reduced Intensity Alternative would also be consistent with the strategies to reduce California's emissions to the levels proposed in Executive Order S-3-05. However, given the uncertainty of data and appropriate methodology to accurately analyze, and the inability to quantify the reduction achieved through implementation of strategies and programs to reduce GHGs, the Reduced Intensity Alternative GHG emission contribution would result in a cumulative impact regarding global climate change. The cumulative impacts of the Reduced Intensity Alternative as with the proposed project on global climate change are considered to be significant and unavoidable.

This alternative would also require the development of the project site. Since there is no feasible mitigation that would reduce the cumulative impacts associated with the conversion of farmland, cumulative impacts associated with farmland conversion would remain significant and unavoidable.

Conclusion. Under the Reduced Intensity Alternative, impacts related to short-term construction-related air quality would be similar to the proposed project as the same amount of land would be disturbed and the same mix of equipment would be utilized. Long-term operational-related air quality impacts would be reduced in magnitude when compared to the project but would remain significant and unavoidable. The decrease in warehouse uses would result in a reduction of permanent jobs that

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would be created. This alternative would have a reduced demand on public services and utilities and service systems. However, similar to the proposed project, the payment of fees and adherence to utility requirements would reduce these impacts to a less than significant level.

Because of the decrease in vehicle trips achieved under this alternative, impacts to the operation of local roadways and intersections would be proportionally reduced from what was identified for the proposed project; however, long-term traffic impacts would remain significant and unavoidable. Construction-related noise would be similarly mitigated like the proposed project and would remain less than significant. Water use for this alternative would be less than the proposed project and would generate less wastewater and solid waste. Under this alternative, the proposed project objectives are met and warehouse uses would still be built, but on a smaller scale.

6.3.2.3 Alternative 3: Commercial Center (Mixed Commercial/Office)

The Commercial Center Alternative would result in the development of commercial service and office uses on the project site. Although business and professional offices, financial institutions, and medical clinics are permitted in SP208, they are permitted only in the industrial support areas while commercial service-oriented uses are a permitted throughout the SP208 Industrial designation. For this reason, the General Plan and zoning designations for the site would need to be amended to accommodate the business and professional offices. Permitted commercial service uses include, but are not limited to, Automotive Sales/Rental/Leasing & Accessories, Automotive/Truck Repair, Business Supply/Equipment Sales/Rental & Services, and Repair Services. Approximately 760,000 square feet of commercial service uses would be developed on approximately 35 acres. The balance of the site (35 acres) would be developed with up to approximately 760,000 square feet of office uses.[1]

Impact Analysis. Eight environmental issues would have similar impacts as for the proposed project. These include the following:

- Agriculture and Forestry Resources;
- Biological Resources;
- Cultural Resources;
- Geology and Soils;
- Hazards and Hazardous Materials;
- Hydrology and Water Quality;
- Land Use and Planning; and,
- Mineral Resources.

Impacts associated with these topics would be similar to the proposed project because development of the site under the Commercial Center Alternative would result in a similar footprint of development with no additional demand to services from residential uses. For this reason, impacts to these land-oriented impact topics would be similar resulting in the same level of impact.

The remaining environmental issues would, in some cases, result in similar impacts, but would be different enough to be discussed separately.

Aesthetics. The proposed project site is not within a scenic vista identified by the City's General Plan or Specific Plan 208. Proposed development envisioned under the Commercial Center Alternative would be consistent with development permitted for the site in the General Plan and Specific Plan 208. The project site is not located along a state scenic highway, nor are any state scenic highways located in the project vicinity. The City's General Plan identifies major scenic resources as being visible from SR-60 and the development of the project site would not affect views of the se major

[1] Square footage is based on a 50 percent development of the project site.

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scenic resources. In addition, the project site does not contain rock outcroppings, historic buildings of significance, or other features that have been identified as scenic resources by either the City or State. The site does contain several ornamental trees (Eucalyptus, pine, and Peruvian pepper). Similar to the proposed project, prior to development of the site, the developer will be required to replace all mature trees 4 inches in diameter or greater in accordance with the City's tree removal replacement policy. Development that may occur on the project site would be required to adhere to City requirements for site development, similar to the proposed project. Although the visual characteristic of the project site would change, there would be no demonstrable negative aesthetic effect to the existing visual character or quality of the project site or its surroundings. The installation of on-site lighting to accommodate nighttime activities and for safety purposes would be required for this alternative, similar to the proposed project. Development of the warehouse uses envisioned under this alternative would be required to comply with design standards, such as lighting, setbacks, building height, lot dimensions, and maximum lot coverage contained in the City of Moreno Valley Municipal Code. While the visual character of the development proposed under the Commercial Center Alternative would differ from that of the proposed project, the development that may occur would be required to adhere to site development standards in accordance with the underlying land use designation. It is expected that the visual character of the Commercial Center Alternative would be compatible with existing and future adjacent development. Therefore, impacts associated with aesthetics for the Commercial Center Alternative are similar in magnitude to what was identified for the proposed project. Like the proposed project, impacts associated with this issue would be less than significant.

Air Quality. Since the amount of land to be developed under this alternative would equal that developed under the proposed project, it is reasonable that a similar mix of equipment would operate during earthmoving and construction activities. As with the proposed project, peak daily construction emissions would be similar, which is significant and unavoidable for NO_X and PM_{10}. Although SCAQMD regulations and project-specific mitigation measures would reduce the amount of construction emissions, impacts associated with construction emissions for NO_X and PM_{10} remain significant and unavoidable.

As previously identified in Table 6.C, the Commercial Center Alternative would generate approximately 18,065 daily vehicle trips, which is more than the trips associated with the proposed project. Because the total number of trips is increased, the volume of each operational pollutants emitted during operation of this alternative would also be correspondingly increased. As indicated in Table 6.I, operational emissions would continue to exceed SCAQMD significance thresholds for ROG, NO_X, CO, and PM_{10} as identified for the proposed project.

Table 6.I: Alternative 3 Operational Emissions

Source	Pollutant Emissions, lbs/day					
	CO	ROC	NOx	SOx	PM_{10}	$PM_{2.5}$
Proposed Project	830	143	990	1.5	170	42
Alternative 3	1,368	218	1,391	1.9	201	51
Net Change	+537	+75	+401	+0.4	+31	+9
SCAQMD thresholds	**550**	**55**	**55**	**150**	**150**	**55**
Alt. 3 exceeds thresholds?	**Yes**	**Yes**	**Yes**	**No**	**Yes**	**No**

Source: LSA Associates, Inc., October 2011

When this alternative is compared to the proposed project, impacts to air quality would be increased in magnitude. The volume of pollutants emitted would be increased and the long-term air quality impacts resulting from this alternative, as with the proposed project, would continue to be significant and unavoidable.

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Noise. The extent and duration of construction activities for this alternative are anticipated to be similar to those of the proposed project. Therefore, construction noise resulting from the construction of this mix of uses would be generally similar to the proposed project. Development of this alternative would require the implementation of mitigation measures to reduce construction noise impacts to a less than significant level. Compared with the proposed project, the short-term noise impacts resulting from project construction and stationary noise impacts associated with the operation of the commercial/office uses would be similar and remain less than significant with mitigation incorporated.

The increase in project-related traffic for this alternative would result in an incremental increase in traffic noise. This alternative's contribution to future traffic noise would result in more trips on the road, which increases the overall mobile source noise impact as compared to the proposed project. Parking lot noise and mechanical ventilation noise would still occur under this alternative and noise from the loading docks would still be present as the alternative includes a commercial component. However, the uses envisioned under this alternative would increase the number (i.e., more commercial/office buildings) and extent of noise sources but would still have noise approaching levels identified for the proposed project. When compared to the proposed project, operational noise impacts would be similar.

Population and Housing. The Commercial Center Alternative would result in the development of approximately 760,000 square feet of commercial service uses and 760,000 square feet of office uses. Commercial service jobs are likely to be filled by persons already residing in the area. However, unlike commercial jobs, which can often be filled by most working adults, office jobs under this alternative may require the employment of persons in specialized fields, which may not include persons already living in the area. Persons from outside of the area may be required to relocate to Moreno Valley to fill positions for office uses, resulting in a population increase in the City. To analyze a worst-case scenario, it is assumed that 50 percent of the office jobs would be filled by people who are not living in the area. Utilizing employment factors of one employee for every 629 square feet of commercial use[1] and one employee for every 481 square feet of office uses, this alternative would create up to 2,788 jobs (1,208 commercial jobs and 1,580 office jobs).

When this alternative is compared to the proposed project, the number of new residents would be greater than that identified for the proposed project as the proposed project would not result in population growth. However, this alternative would not directly affect population growth as compared with new residential development, because it is not creating homes. While development under this alternative would generate employment opportunities, the jobs created are not expected to induce substantial growth in the City or region over and above the growth anticipated by the City's General Plan and the SCAG's regional growth forecasts. Infrastructure, including roads, sewers, water, and electricity, already exists around the project site. Impacts related to population and housing would remain less than significant as this alternative would continue the existing development trend envisioned by the City.

Public Services. As discussed above, the Commercial Center Alternative could result in population increase within the City. Because of the population increase associated with this alternative that would occur within the project limits, demands on schools, parks, other public facilities, law enforcement, and fire protection services would be greater in magnitude than what was identified for the proposed project. However, similar to the proposed project, development under this alternative would require payment of development impact fees for schools, police services, and fire services. The payment of development impact fees would offset any impacts to these public services that may result from the development of this alternative. Therefore, when compared to the proposed project,

[1] *Table IIB, Average Number of Employees per Square Foot, Employment Density Report*, Southern California Association of Governments, Natelson Company, Inc., October 2001.

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impacts associated with public services would remain less than significant with the payment of development impact fees.

Recreation. As previously discussed, the Commercial Center Alternative could result in population increase within the City. Because of the population increase associated with this alternative that would occur within the project limits, demands on recreational facilities would be greater in magnitude than what was identified for the proposed project. However, similar to the proposed project, development under this alternative would require payment of development impact fees for recreation facilities. The payment of development impact fees would offset any impacts to these recreational facilities that may result from the development of this alternative. Therefore, when compared to the proposed project, impacts associated with recreation would remain less than significant with the payment of development impact fees.

Traffic. As identified in Table 6.C, this alternative would generate approximately 18,065 daily vehicle trips. In comparison to the proposed project, this alternative would result in a 257.6 percent increase in daily traffic. With an increase in daily traffic, an increase in volumes on nearby roads and intersections would occur and be greater in magnitude when compared to the proposed project. With the increase in traffic under this alternative, impacts to LOS levels at nearby intersections and roadway segments would still occur and would require mitigation. The addition of traffic volumes associated with this alternative could result in a deficient LOS level at one or more of the intersections in the project vicinity during the lifetime of the development. While significant traffic impacts may occur under this alternative, these impacts would be mitigated in a manner similar to those of the proposed project. However, despite the identification of mitigation measures, certain freeway segments and the I-215/Harley Knox Interchange improvements would not be under the jurisdiction of the City and cannot be guaranteed to be in place when development under this alternative would become operational. Therefore, when compared to the proposed project, traffic impacts would be greater due to the additional trip generation. However, the resulting impact significance would be similar and would remain significant and unavoidable until the improvements are in place.

Utilities and Service Systems. Similar to the proposed project, development under the Commercial Center Alternative would connect to existing utility infrastructure subject to the terms and conditions of the City, EMWD, and RCFCWCD. As indicated in previously identified Table 6.D, this alternative would generate approximately 456,000 gallons of wastewater per day, which is a 623.0 percent increase over what the proposed project would generate. When compared to the proposed project, wastewater treatment demand would be increased in magnitude as more wastewater would be generated under this alternative. However, like the proposed project, adherence to existing requirements identified by the City and EMWD would result in impacts remaining at a less than significant level.

The development of the commercial and office uses associated with this alternative would also require the installation of water supply infrastructure to serve the project site. The Water Supply Assessment indicated that adequate water supply exists and is forecast to be available in the future to accommodate the proposed project. As previously indicated in Table 6.E, the Commercial Center Alternative would require approximately 140,000 gallons of water per day, which is 181.1 percent greater than what would be required by the proposed project. When compared to the proposed project, therefore, water usage demands for this Alternative would be greater. However, similar to the proposed project, development under this alternative would be required to obtain verification from the water purveyor (EMWD) that water is available to serve the development. In the event that the amount of water required for this alternative is available, impacts associated with this issue would be less than significant. However, in the event that water is not available for the alternative, a new and significant impact associated with this issue would occur.

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Like the proposed project, the Commercial Center Alternative would also generate solid waste. As previously identified in Table 6.F, this alternative would generate 3,648 tons of solid waste per year, which is 760.4 percent more than what the proposed project would generate. Therefore, demands on solid waste services and landfill capacity would be increased in magnitude. However, similar to the proposed project, development under the Commercial Center Alternative would be required to adhere to the provisions of the solid waste provider that would service the project site. When compared to the proposed project, solid waste impacts under this alternative would remain less than significant.

Global Climate Change. GHG emissions are correspondingly increased as the Commercial Center Alternative would increase the number of daily trips made to the site. As previously identified in Table 6.G, the Commercial Center Alternative would generate 49,000 tons of carbon (CO_2), 1.9 tons of methane (CH_4), and 0.005 ton of nitrous oxide (N_2O) per year. The total CO_2 equivalent for this alternative would be 0.04 Tg/yr CO_2 Eq., which is approximately 33 percent more than what was identified for the proposed project.

Cumulative Impacts. Similar to the proposed project, this alternative would contribute toward the permanent conversion of farmland, long-term operational air pollutant emissions, and increased traffic operations on local roadways and at local intersections. The amount of operational air pollutant emissions and traffic levels would be greater when compared to the proposed project. In addition, there are no mitigation measures that would reduce long-term air quality operational impacts to below SCAQMD threshold standard and no mitigation measures that would reduce impacts associated with increased traffic in the area. Therefore, cumulative impacts associated with long-term air quality and long-term traffic would remain significant and unavoidable. This alternative would also require the development of the project site. Since there is no feasible mitigation that would reduce the cumulative impacts associated with the conversion of farmland, cumulative impacts associated with farmland conversion would remain significant and unavoidable like the proposed project.

Conclusion. Under the Commercial Center Alternative, impacts related to short-term construction emissions would be similar to the proposed project as the same amount of land would be disturbed and the same mix of equipment would be utilized. Long-term operational-related air quality emissions would be increased in magnitude when compared to the project and would remain significant and unavoidable. Because of the increase in vehicle trips under this alternative, impacts to the operation of local roadways and intersections would be proportionally greater than what was identified for the proposed project. Long-term traffic impacts would remain significant and unavoidable. Traffic-related noise would be increased in magnitude but would be similarly mitigated like the proposed project and would remain less than significant.

This alternative would result in the development of office uses that would generate permanent jobs, which may require workers who are not current residents of the City. The proposed office uses would increase the total number of people that would be added to the City's population. This alternative would have greater demands on public services and recreation. However, the payment of fees would reduce these impacts to a less than significant level. This alternative would increase the amount of water utilized and increase the amount of wastewater and solid waste that would be generated on site. Similar to the proposed project, adherence to wastewater and solid waste requirements would reduce these impacts to a less than significant level. In the event that water is not available for development envisioned under this alternative, impacts to water resources would be significant and avoidable. Under this alternative, some of the proposed project objectives are not met as warehouse uses would not be built. However, development of this alternative would provide new employment opportunities for residents of Moreno Valley.

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6.3.2.4 Alternative 4: Off-Site Location

This alternative would result in the same intensity of development of approximately 1,616,133 square feet of warehouse uses on approximately 70.3 acres. The alternative project site identified by the City is bounded by Kramaria Street (extended) to the north, vacant and partially developed property and March Air Reserve Base to the west, Indian Street to the east, and the Perris Valley Storm Drain and vacant land to the south. The off-site location is approximately 1.0 miles northwest of the project site and is within the same Industrial Area Specific Plan as the proposed project. This alternative off-site property is not owned or under the control of the applicant. The off-site location is currently zoned SP 208 I and is designated BP in the City's General Plan, identical to the proposed project, as properties within the existing Specific Plan 208 area within the City is planned for industrial development and contains properties comparable in size. The Specific Plan 208 area provides for business park, mixed use, light industry, and heavy industry districts on approximately 1,500 acres in southwestern Moreno Valley. Since the proposed uses are consistent with the uses identified for the off-site location, no zone change or General Plan Amendment would be required. Development of this site would not require soil import, inherently reducing impacts form air pollution emissions during construction.

Impact Analysis. Nine environmental issues would have similar impacts as the proposed project. These include the following:

- Cultural Resources;
- Geology and Soils;
- Hydrology and Water Quality;
- Land Use and Planning;
- Mineral Resources
- Population and Housing;
- Public Services;
- Recreation; and
- Utilities and Service Systems.

Impacts associated with these topics would be similar to the proposed project because development of the site under the Off-site Alternative would result in a similar footprint of development with no additional demand to services from residential uses. For this reason, impacts to these land-oriented impact topics would be similar resulting in the same level of impact.

The remaining environmental issues would, in some cases, result in similar impacts, but would be different enough to be analyzed separately under this alternative.

Aesthetics. The Off-Site Location Alternative would consist of similar warehouse structures and uses as the proposed project, just on a different project site. With the off-site location, surrounding views would include similar industrial uses, March Air Reserve Base, single-family residential uses, and vacant land. Under this alternative, development of the project site would still be required to comply with design standards contained in the City's Development Code such as setbacks, building height, lot dimensions, and maximum lot size. No significant visual resource has been identified within the limits of the alternative project site. Similar to the proposed project, this alternative would change the existing character of the site, replacing the current open space with developed uses. Like the proposed project, the warehouse uses would still require the installation and operation of parking and building lighting. Adherence to the City's lighting standards would reduce the significance of any impact associated with the generation of light or glare to a less than significant level. This alternative site is not identified as being within an area that would have scenic resources. Development of the alternative would result in a less than significant impact on aesthetics, similar to that identified for the proposed project.

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Agriculture and Forestry Resources. Development of the off-site location would include the development of 70.3 acres with warehousing uses. As identified by the California Department of Conservation Farmland Mapping and Monitoring Program, the off-site location is identified as Farmland of Local Importance.[1] Similar to the proposed project, the off-site location is not under a Williamson Act contract. The total amount of farmland that would be converted to urban uses under the Off-Site Location Alternative would be similar when compared to the amount of farmland that would be converted under the proposed project. Similar to the proposed project, the off-site location is located in an area that has been developed with urban uses and is still in the process of developing with more urban uses. Unlike the proposed project, development that may occur on the off-site location would only result in the conversion of Farmland of Local Importance while the proposed project would result in the conversion of Prime Farmland, Farmland of Statewide Importance, and Farmland of Local Importance. Therefore, the potential for additional agricultural lands to be converted to urban uses would be similar in magnitude when compared to the proposed project. Since there are no mitigation measures to fully mitigate for the loss of farmland to urban development, impacts remain significant and avoidable, similar to the proposed project.

Air Quality. Under the Off-Site Location Alternative, the total amount of land to be graded would be approximately the same as the off-site location consists of approximately 70.3 acres. It is anticipated that a similar mix of equipment would operate during earthmoving and construction activities on the project site. Therefore, construction emissions from the development of Alternative 4 would be similar to the proposed project, which is significant and unavoidable for NO_X and PM_{10}. Although SCAQMD regulations and project-specific mitigation measures would reduce the amount of construction emissions, impacts associated with construction emissions for NO_X and PM_{10} remain significant and unavoidable.

Implementation of the Off-Site Alternative would result in the development of the same amount of warehouse space (1,616,133 square feet) as the proposed project. Since the Off-Site Location Alternative would have the same amount of square footage as the proposed project, it is reasonable to conclude that the Off-Site Location Alternative would generate the same amount of traffic. As previously indicated in Table 6.C, this alternative would generate approximately 5,052 daily vehicle trips. As identified in Table 6.J, the volume of each operational pollutant emitted during operation of this alternative would be similar to that identified for the proposed project.

Table 6.J: Alternative 4 Operational Emissions

Source	Pollutant Emissions, lbs/day					
	CO	ROC	NOx	SOx	PM_{10}	$PM_{2.5}$
Proposed Project	830	143	990	1.5	170	42
Alternative 5	830	143	990	1.5	170	42
Net Change	0	0	0	0	0	0
SCAQMD thresholds	**550**	**55**	**55**	**150**	**150**	**55**
Alt. 4 exceeds thresholds?	**No**	**Yes**	**Yes**	**No**	**Yes**	**No**

Source: LSA Associates, Inc., October 2011.

Although the off-site location would be located on a different site, CO hot spot conditions are anticipated to be similar to the proposed project as the off-site location is in close proximity to the project site. Because traffic associated with this alternative would be similar to what was identified for the proposed project, CO concentrations at local intersections would not be anticipated to exceed the state or federal one-hour and eight-hour standards. No CO hot spots would occur, and the proposed project would not have a significant impact on local air quality for CO. When the Off-Site Location

[1] *Farmland Mapping and Monitoring Program 2008*, California Department of Conservation Division of Land Resources, ftp://ftp.consrv.ca.gov/pub/dlrp/FMMP/pdf/2008/riv08_west.pdf, website accessed October 5, 2011.

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Alternative is compared to the proposed project, impacts to air quality would be similar. Although the volume of pollutants emitted would be similar during the operational phase of the project, the long-term air quality impacts resulting from this alternative would still contribute criteria pollutants to a non-attainment air basin. Therefore, long-term air quality impacts associated with this alternative would continue to be significant and unavoidable, similar to the proposed project.

Biological Resources. The Off-Site Location Alternative would require site development in a similar manner as would be required for the proposed project. Although no site-specific surveys have been conducted for the off-site location, it is anticipated that biological communities present at the off-site location would be similar to biological communities present at the proposed project location. However, the potential exists for sensitive species to be present at the off-site location. While the presence of sensitive species on the alternative site cannot be confirmed without a biological survey, if sensitive species were absent from the Off-Site Location Alternative project site, biological resource impacts would be similar to the proposed project. However, if sensitive species are present at the off-site location, impacts to biological resources resulting from development of this alternative would be mitigated based on existing biological protocols or surveys that are required for such species. As identified for the proposed project, mitigation to address potential impacts to the sensitive species would also be required. When compared to the proposed project, this alternative would result in a similar impact on biological resources.

Hazards and Hazardous Materials. The off-site location is not identified on a list of hazardous waste generators or hazardous waste handlers.[1] While the presence of hazardous materials cannot be confirmed for the off-site location without a site-specific survey, because the off-site location has been utilized for agricultural production and because of the surrounding vacant land, it is anticipated that hazards materials that could be found on site would be similar to what was identified for the proposed project. Because this alternative includes warehouse uses similar to the proposed project, development under this alternative would still result in the on-site handling of hazardous substances, both during project construction and during operations.

The off-site location would be located within the MARB Safety Zone Area 2.[2] MARB Safety Zone Area 2 limits residential development to one dwelling unit per 2.5 acres and allows agricultural, industrial, and commercial uses. Although the off-site location is within MARB Safety Zone Area 2, the type of development that would occur under this alternative would be consistent with the development allowed in Safety Zone Area 2. Therefore, airport hazards associated with this alternative would be less than significant. The off-site location is located approximately one mile from an existing school (El Potrero Elementary School to the east). However, because the same regulations and standards associated with hazards and hazardous materials would apply under this alternative, impacts associated with the Off-Site Location Alternative would remain less than significant; similar to what was identified for the proposed project.

Noise. The nearest sensitive receptors to the off-site location would be an existing single family residential development across Iris Avenue, immediately adjacent to the northeast of the off-site location's northeastern boundary. The distance between the off-site location and the nearest sensitive receptor is closer than the distance between the proposed project site boundary and its nearest sensitive receptor is adjacent. Although the type of noise generated by the construction of the Off-Site Location Alternative is anticipated to similar to that of the proposed project, the noise experienced at the closest sensitive receptor would be increased due to a closer distance. No significant noise-

[1] *EnviroStor Database*, Department of Toxic Substances Control, http://www.envirostor.dtsc.ca.gov/public/, website accessed September 30, 2011.

[2] *March Air Reserve Base Safety Zone Map*, http:// www.rcaluc.org/filemanager/plan/old//March%20Air%20Reserve%20Base%20(MARB).pdf, website accessed September 30, 2011.

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related impact was identified with the construction or operation of the proposed project. Noise generated from construction operations, parking lots, loading areas, truck deliveries, and building machinery with this alternative would be increased to that identified for the proposed project. Traffic related noise is anticipated to be similar to the proposed project as the Off-Site Location Alternative would generate the same amount of daily vehicle trips. When compared to the proposed project, noise impacts would be greater in magnitude and would remain less than significant with mitigation.

Traffic. As identified in Table 6.C, this alternative would generate approximately 5,052 daily trips which is the same number that would occur with the proposed project. With the level of traffic remaining the same, volumes on nearby roads and intersections would be similar in magnitude when compared to the proposed project. However, despite the volume of traffic remaining the same, impacts to LOS levels at nearby intersections and roadway segments would still occur and would require mitigation. The addition of traffic volumes associated with this alternative could result in deficient LOS level at one or more of the intersections in the project vicinity during the lifetime of the development. While significant traffic impacts may occur under the Off-Site Location Alternative, these impacts would be mitigated in a manner similar to those of the proposed project. However, despite the identification of mitigation measures, certain freeway segments and the I-215/Harley Knox Interchange improvements would not be under the jurisdiction of the City and cannot be guaranteed to be in place when development under this alternative would become operational. Therefore, when compared to the proposed project, traffic-related impacts would be the same ad the proposed project and would remain significant and unavoidable.

Global Climate Change. GHG emissions are the same as the proposed project as the Off-Site Alternative is the proposed project on a nearby site in the City. As previously identified in Table 6.G, the Off-Site Location Alternative would generate 39,000 tons of carbon (CO_2), 1.3 tons of methane (CH_4), and 0.004 ton of nitrous oxide (N_2O) per year. The total CO_2 equivalent for this alternative would be 0.03 Tg/yr CO_2 Eq., which is the same amount that the proposed project would generate.

Cumulative Impacts. Similar to the proposed project, this alternative would contribute toward the permanent conversion of farmland, long-term operational air pollutant emissions, and increased traffic operations on local roadways and at local intersections. The amount of operational air pollutant emissions and traffic generated by the Off-Site Location Alternative would be similar to the proposed project, only on a different site. Similar to the proposed project, there are no mitigation measures that would reduce long-term air quality operational impacts to below SCAQMD threshold standard. Additionally, there are no mitigation measures that would reduce impacts associated with increased traffic in the area. Therefore, cumulative impacts associated with long-term air quality and long-term traffic would remain significant and unavoidable. This alternative would also require the development of the alternative site, resulting in a loss of farmland. Since there is no feasible mitigation that would reduce the cumulative impacts associated with the conversion of farmland, cumulative impacts associated with farmland conversion would remain significant and unavoidable similar to the proposed project.

Conclusion. With the Off-Site Location Alternative, impacts related to air quality and traffic impacts would be similar to those identified with the proposed project. Short-term construction and long-term air quality operational impacts under this alternative would remain significant and unavoidable and would result in similar conditions as identified for the proposed project. Additionally, due to adjacent sensitive receptors, potential impacts to these receptors would be greater in magnitude when compared to the proposed project. Similarly, noise impacts would be greater in magnitude due to the adjacent sensitive receptors. Operational traffic would result in increased traffic on existing roadways and may impact existing intersection's level of service within the area. This alternative would require

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the same amount of water as the proposed project and would generate the same amount of wastewater and solid waste when compared to the proposed project. Similar to the proposed project, adherence to utility requirements would reduce these impacts to a less than significant level.

6.4 COMPARISON OF PROJECT ALTERNATIVES

The following discussion compares the impacts of each alternative with the impacts of the proposed project, as detailed in Section 4.0 of this EIR. Table 6.K compares the impacts of the alternatives with those of the proposed project. This table identifies whether the alternative results in (1) a reduction of the impact; (2) a greater impact than the project; or (3) the same impact as the project.

Table 6.K: Comparison of Alternatives to the Proposed Project

Environmental Issue	Proposed Project	Alternative 1: No Project	Alternative 2: Reduced Intensity	Alternative 3: Commercial Center	Alternative4: Off-Site Location
Aesthetics LTS		=	=	=	=
Agricultural Resources	SIG =		=	=	← SIG
Air Quality	SIG	→ SIG	← SIG	→ SIG	=
Biological Resources	LTS/mit	=	=	=	=
Cultural Resources	LTS/mit	=	=	=	=
Geology and Soils	LTS.mit	=	=	=	=
Global Climate Change	SIG	← SIG	← SIG	→ SIG	=
Hazards and Hazardous Materials	LTS/mit =		=	=	=
Hydrology and Water Quality	LTS/mit =		=	=	=
Land Use and Planning	LTS	=	=	=	=
Mineral Resources	NI	=	=	=	=
Noise LTS/mit		=	=	=	→
Population and Housing	LTS =		=	=	=
Public Services	LTS	=	=	→	=
Recreation and Parks	LTS =		=	=	=
Transportation and Traffic	SIG	→SIG	← SIG	→ SIG	=
Utilities and Service Systems	LTS =		=	=	=

Proposed Project
NI: No Impact
LTS: Less than Significant Impact
LTS/mit: Less than Significant Impact with Mitigation
SIG: Significant Impact with or without Mitigation
Project Alternatives
= Compared with the proposed project, no change in the significance of impact will occur.
→ Compared with the proposed project, the significance of the impact is increased.
← Compared with the proposed project, the significance of the impact is reduced.
+ Compared with the proposed project, a new impact has been identified.
←SIG Compared with the proposed project, the volume or extent of the impact is reduced, yet still significant.

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6.5 ENVIRONMENTALLY SUPERIOR ALTERNATIVE

As detailed in Table 6.K, Alternative 2 (Reduced Intensity Alternative) reduces the severity of project-related air quality impacts. Though reduced, long-term air quality impacts would remain significant after mitigation for this alternative for NOx. In a similar manner, Alternative 2 would reduce the volume of daily traffic trips when compared to the proposed project; however, such impacts would remain significant and unavoidable until roadway improvements are completed. And, Alternative 2 would reduce the quantity of greenhouse gas emission when compared to the proposed project; however, impacts to Global Climate Change would remain significant and unavoidable. While Alternative 4 reduces impacts associated with the proposed project related to agricultural resources, impacts would still remain significant. Additionally, Alternative 4 would result in greater impacts related to air quality, hazards and hazardous materials, and noise. Impacts related to air quality would remain significant similar to the proposed project; however, impacts related to hazards and hazardous materials and noise would remain less than significant and less than significant with mitigation, respectively. The remaining environmental issues would ultimately be similar to the proposed project through adherence to existing standards and mitigation measures.

CEQA (*CEQA Guidelines Section 15126.6 (e[2])* requires that the environmentally superior alternative be identified in the EIR. Based on the analysis in this section and the summary contained in Table 6.K, Alternative 2, the Reduced Intensity Alternative, is the environmentally superior alternative. The amount of development under this alternative would be reduced when compared to the proposed project; however, the Alternative 2 would not satisfy several of the project objectives shown in Table 6.L.

Table 6.L: Comparison of Alternative 2 to the Proposed Project Objectives

Project Objectives	Reasons Why Alternative 2 Satisfies the Project Objectives
Create employment-generating opportunities for the citizens of Moreno Valley and surrounding communities	**Meets Objective**
Encourage industrial development attractive and productive uses while minimizing conflicts with the surrounding existing uses	**Meets Objective**
Encourage warehouse distribution services that take advantage of the area's close proximity to various freeways and transportation corridors.	**Meets Objective**
Provide the infrastructure improvements required to meet Project needs in an efficient and cost-effective manner.	**Meets Objective**
Encourage new development consistent with the capacity and municipal service capabilities.	**Meets Objective**
Provide a high density, high-quality large-scale industrial development to provide jobs for residents at a variety of income levels.	**Does not meet objective.**
Facilitate the efficient and cost-effective movement of goods in and through the City, which, in turn, allows the City to compete economically on a domestic and international scale.	**Meets Objective**
Provide an industrial warehouse facility that meets the substantial and unmet demands of businesses located in the City and County	**Meets Objective**
Cluster industrial warehouse uses near efficient access points to the state highway system to reduce traffic congestion on surface streets and to reduce concomitant air pollutant emissions from vehicle sources	**Does not meet objective**
Implement the City's General Plan Industrial/Business Park Land Use designations that are applicable to the site.	**Meets Objective**
Accommodate new development that channels land uses in a phased, orderly manner and is coordinated with the provision of necessary infrastructure and public improvements.	**Meets Objective**

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Table 6.L: Comparison of Alternative 2 to the Proposed Project Objectives

Project Objectives	Reasons Why Alternative 2 Satisfies the Project Objectives
Provide new development that will assist the City in obtaining fiscal balance in the years and decades ahead.	**Meets Objective**
Address community circulation, both vehicular and pedestrian, utilizing available capacity within the existing circulation system, and provide fair share improvements to various future-year deficient intersections or road segments.	**Meets Objective**

Because the Reduced Intensity Alternative allows the development of warehouse uses and the provision of new employment opportunities, it meets many of the City's stated project objectives, while at the same time reduces the impacts associated with the proposed project. Therefore, the Reduced Intensity Alternative has been determined to be the environmentally superior alternative. However, because of the location of the Alternative site and the lower industrial density, the Alternative fails to meet several objectives related to location and density efficiencies.

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9.0 ACRONYMS AND ABBREVIATIONS

µg/m^3	micrograms per cubic meter
AADT	Annual Average Daily Traffic
AAQS	ambient air quality standards
AB Assembly	Bill
ADT Average	Daily Traffic
AER	Annual Emission Reporting
AFV	alternative fuel vehicle
AFY acre-fe	et per year
AICUZ	Air Installation Compatible Use Zone
ALUC	Airport Land Use Commission
ALUP	Airport Land Use Plan
ANSI	American National Standards Institute
APN	Assessor's Parcel Number
APZ	Accident Potential Zone
AQMP	Air Quality Management Plan
ARB	California Air Resources Board
Basin	South Coast Air Basin
BMPs	Best Management Practices
CAA	Federal Clean Air Act
CAAQS	California Ambient Air Quality Standards
CAFÉ	Corporate Average Fuel Economy
CalEEMod	California Emissions Estimator Model
CalEPA	California Environmental Protection Agency
Caltrans	California Department of Transportation
CAPS	Criteria Area Plant Species
CARB	California Air Resources Board
CAT	Climate Action Team
CBSC	California Building Standards Commission
CCAA	California Clean Air Act
CDC	California Department of Conservation
CEC	California Energy Commission
CEQA	California Environmental Quality Act
CESA California	Endangered Species Act
CFCP	California Farmland Conservancy Program
CFCs Chlo	rofluorocarbons
CH_4 methane	
CNEL	Community Noise Equivalent Level
CO carbon	monoxide
CO_2E	carbon dioxide equivalent
CRA	California Resource Agency

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dBA A-wei	ghted decibels
DIF	Development Impact Fee
DOF	Department of Finance
DTSC	Department of Toxic Substance Control
EIR	Environmental Impact Report
EMWD	Eastern Municipal Water District
EPA	U.S. Environmental Protection Agency
EPAct	Energy Policy Act
FEMA	Federal Emergency Management Agency
FESA	Federal Endangered Species Act
FHWA	Federal Highway Administration
FIRM	Flood Insurance Rate Map
FMMP	Farmland Mapping and Monitoring Program
ft Feet	
FTA	Federal Transit Administration
F-WQMP	Final Water Quality Management Plan
GHG gree	nhouse gas
gpd	gallons per day
GWP Global	Warming Potential
HCP	Habitat Conservation Plan
HFCs Hydroflu	orocarbons
HI Ha	zard Indices
HVAC	Heating, Ventilating, And Air Conditioning
I-215 Inters	tate 215
IPCC	Intergovernmental Panel on Climate Change
IS Initial	Study
JPA J	oint Powers Authority
LCC Land	Capability Classification
L_{dn}	Day-Night Average Noise Level
LE Land	Evaluation
LEED	Leadership in Energy and Environmental Design
L_{eq}	Equivalent Continuous Sound Level
LESA	Land Evaluation and Site Assessment
L_{max}	Maximum Noise Level
LOS	Level of Service
LSA	LSA Associates, Inc.
LST	Local Significance Threshold
MARB	March Air Reserve Base
MBTA	Migratory Bird Treaty Act
MCE	maximum credible earthquake
MEI	Maximum Exposed Individual
Metropolitan Metrop	olitan Water District
mg/m^3	milligrams per cubic meter
mgd	million gallons per day

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MICR	Maximum Individual Cancer Risk
MIP	March Inland Port
MIPAA	MIP Airport Authority
MMRP	Mitigation Monitoring and Reporting Program
MMT	million metric tons
mpg	miles per gallon
mph	miles per hour
MPO Metrop	olitan Planning Organization
MRZ	Mineral Resource Zone
MSHCP	Western Riverside County Multiple Species Habitat Conservation Plan
mty	million tons per year
MVPD	Moreno Valley Police Department
MVRWRF	Moreno Valley Regional Water Reclamation Facility
MVUSD	Moreno Valley Unified School District
N_2O nitrou	s oxide
NAAQS	National Ambient Air Quality Standards
NEPS	Narrow Endemic Plant Species
NFMA	National Forest Management Act of 1976
NHTSA	National Highway Traffic and Safety Administration
NO_2 Nitrog	en dioxide
NOI	Notice of Intent
NOP	Notice of Preparation
NO_X nitroge	n oxides
NPDES	National Pollutant Discharge Elimination System
NRCS	Natural Resource Conservation Service
O_3 O	zone
OMB	Office of Management and Budget
OPR	Office of Planning and Research
Pb Lead	
PCE Passeng	er Car Equivalent
PFCs Perfluorocarb	ons
PM Particul	ate Matter
PM_{10}	Particulate matter with a diameter of 10 microns or less
$PM_{2.5}$	Fine particulate matter less than 2.5 microns in diameter
POU	Publicly Owned Utility
ppb	parts per billion
ppm	parts per million
P-WQMP	Preliminary Water Quality Management Plan
RCP	reinforced concrete pipe
RCP Regi	onal Comprehensive Plan
RCPG	Regional Comprehensive Plan and Guide
ROC	reactive organic compounds
ROG	reactive organic gases
RPA	Resources Planning Act of 1974

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RTA	Riverside Transit Agency
RTP	Regional Transportation Plan
RUWMP	Regional Urban Water Master Plan
RWQCB	Regional Water Quality Control Board
SA Site	Assessment
SB Senate	Bill
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SF_6 s	ulfur hexafluoride
SIP	State Implementation Plan
SKR	Stephens' Kangaroo Rat
SKR HCP	Stephens' Kangaroo Rat Habitat Conservation Plan
SO_2 Sulfur	dioxide
SO_X sulfur	oxides
SP Spec	ific Plan
SR-60	State Route 60
SRA	Source Receptor Area
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TAC	Toxic Air Contaminants
T-BACT	Best Available Control Technology for Toxics
TDM	Transportation Demand Management
TPM	Tentative Parcel Map
tpy	tons per year
TUMF	Transportation Uniform Mitigation Fee
UBC	Uniform Building Code
USDA	United States Department of Agriculture
USDOT	United States Department of Transportation
USFS	United States Forest Service
VMT	Vehicle Miles Traveled
VOC	volatile organic compounds
WDID	Waste Discharge Identification Number
WQMP	Water Quality Management Plan
WRCOG	Western Riverside Council of Governments
WSA	Water Supply Assessment
ZNE Zero	Net Energy
ZOI	Zone of Influence

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ATTACHMENT 7

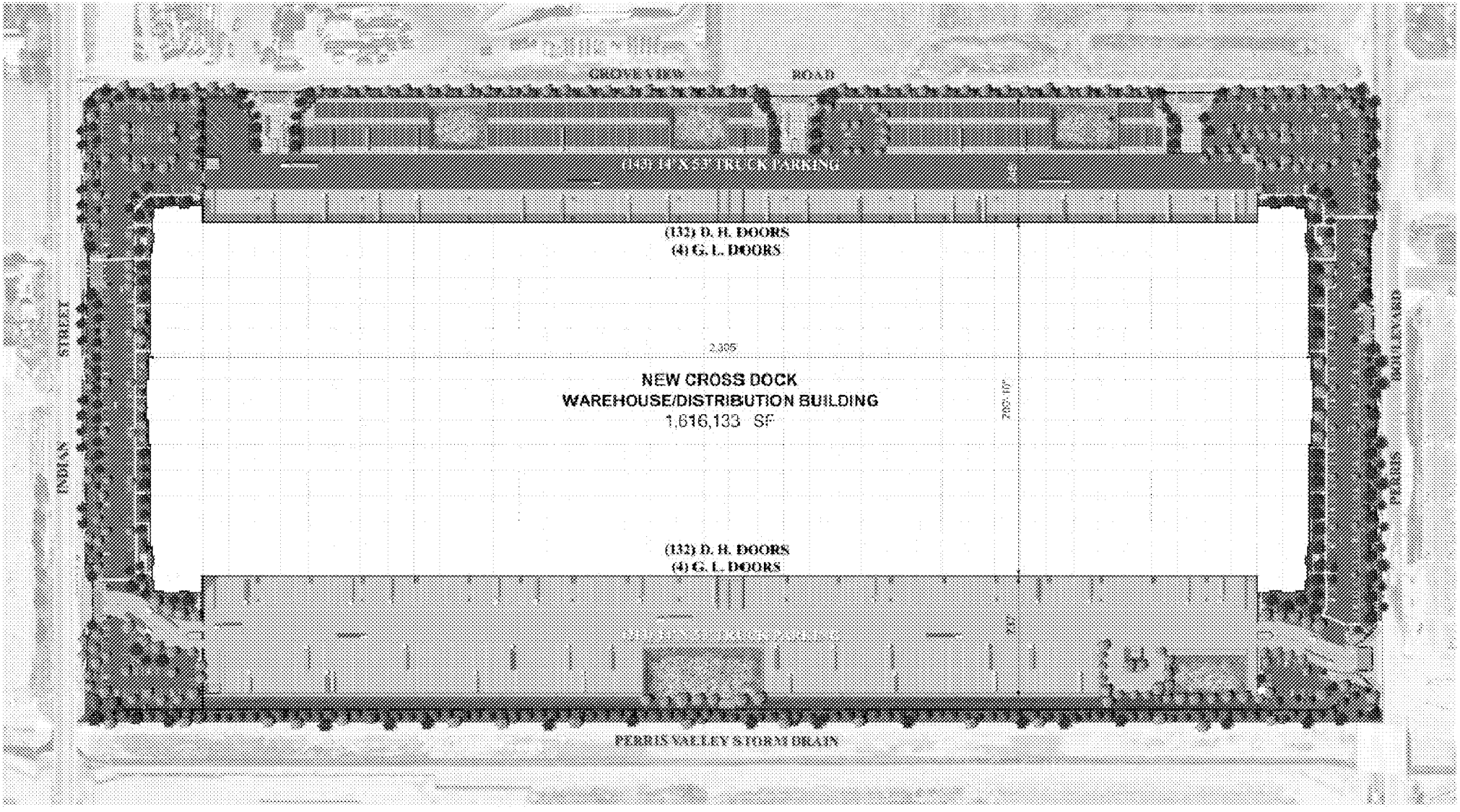

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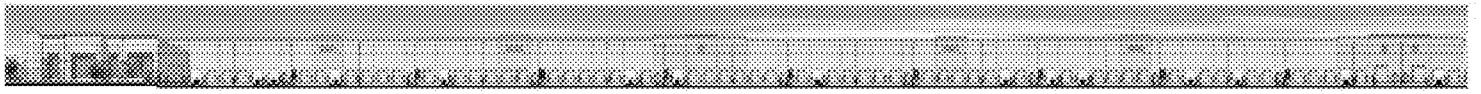

SOUTH ELEVATION (WEST SIDE)

SOUTH ELEVATION (EAST SIDE)

NORTH ELEVATION (EAST SIDE)

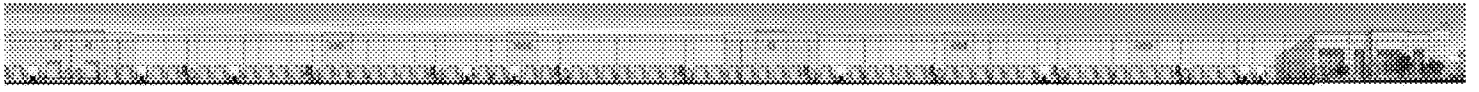

NORTH ELEVATION (WEST SIDE)

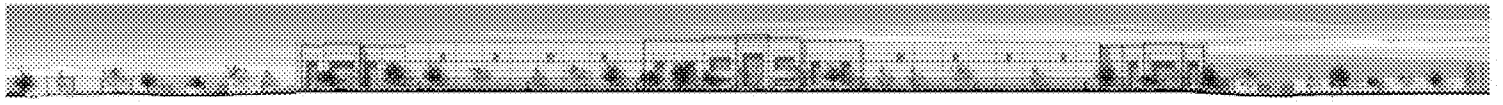

EAST ELEVATION

WEST ELEVATION

ENLARGED PARTIAL EAST ELEVATION

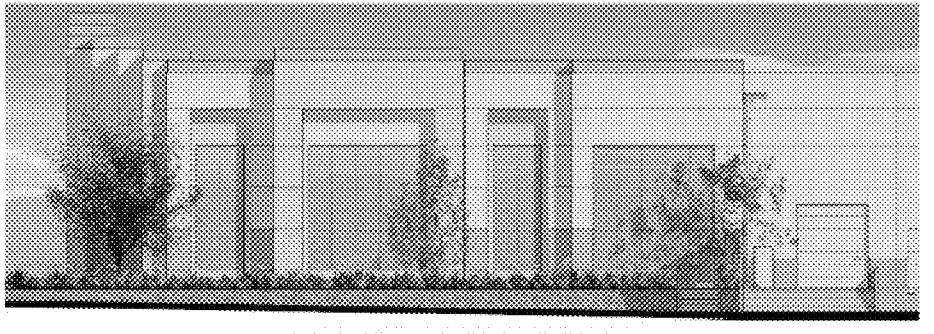

ENLARGED PARTIAL NORTH ELEVATION

VIP

VIP MORENO VALLEY

VIP MORENO VALLEY

PERRIS BLVD. AND INDIAN STREET
MORENO VALLEY, CALIFORNIA
RKZ JOB # 06-28 JUNE 18, 2012

1" INSULATED DUAL PANE GLAZING
(AT OFFICE VISION WINDOWS ONLY)

EXTERIOR PANE:
1/4" THICK PILKINGTON EVERGREEN – LOW-E #2
INTERIOR PANE:
1/4" THICK CLEAR

CLEAR ANODIZED ALUMINUM FRAME

A DUNN EDWARDS – DE6143
"ALMOND LATTE"

B DUNN EDWARDS – DE6145
"ROCKY RIDGE"

C DUNN EDWARDS – DE6172
"BUNGALOW TAUPE"

VOGEL ENGINEERS, INC.
900 PASEO TESORO, WALNUT, CALIFORNIA 91789-2791
TEL (909) 598-7088 FAX (909) 598-2791

EXTERIOR COLOR BOARD

rkz architects, inc.

ATTACHMENT 10

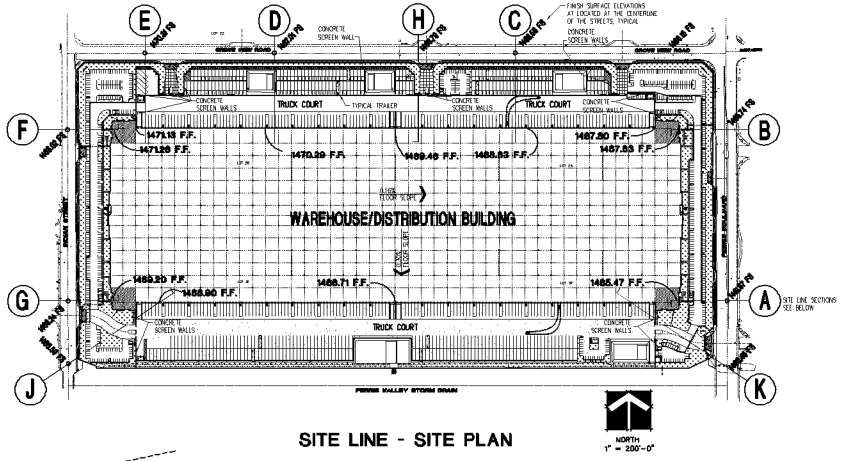

SITE LINE - SITE PLAN

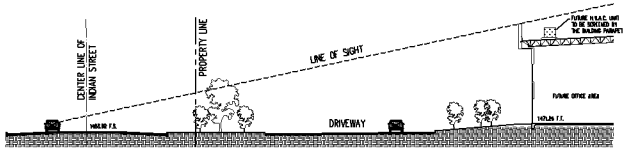

SECTION - F
SCALE : 1" = 20'-0"

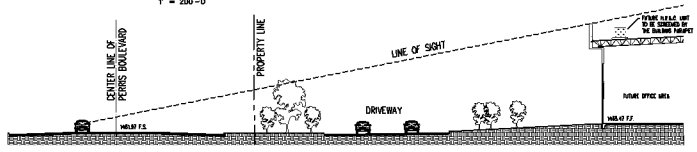

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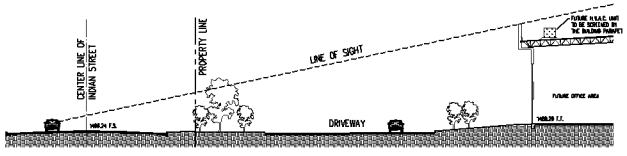

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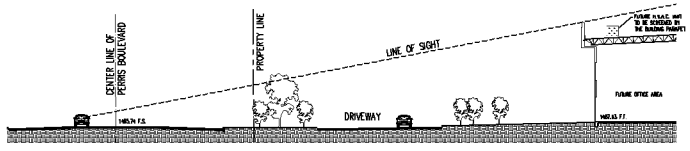

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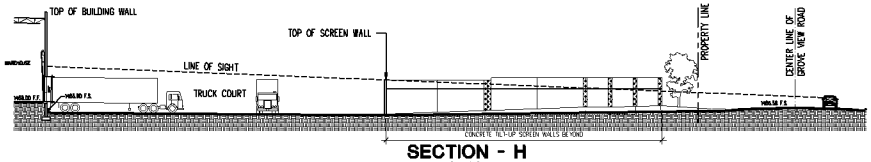

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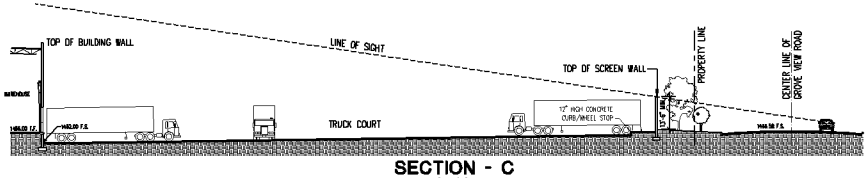

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SCALE : 1" = 20'-0"

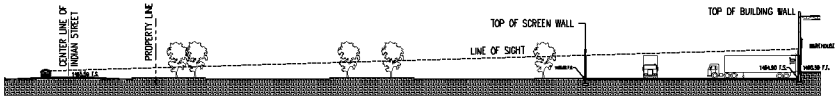

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SCALE : 1" = 20'-0"

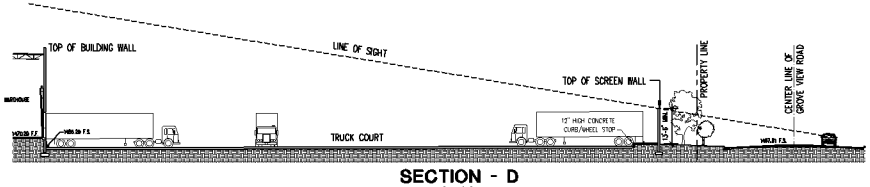

SECTION - D
SCALE : 1" = 20'-0"

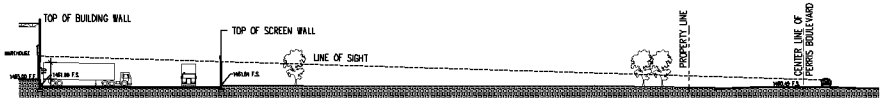

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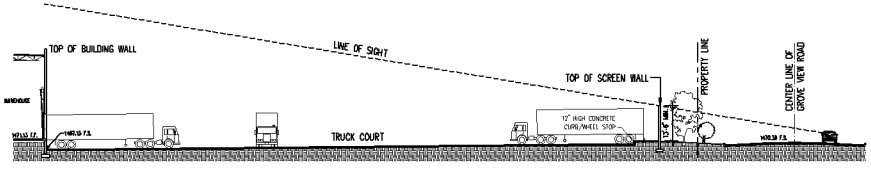

SECTION - E
SCALE : 1" = 20'-0"

rkz architects, inc.
3002 DOW AVENUE SUITE 225
TUSTIN, CALIFORNIA 92780
PH. 714.731.1140 FAX: 714.731.1080
www.rkzinc.com

OWNER/DEVELOPER:
VOGEL ENGINEERS, INC.
300 PASEO TESORO
WALNUT, CA 91789-2791
PHONE: 909 598-7065
FAX: 909 598-2917

VIP MORENO VALLEY
17777 PERRIS BOULEVARD
17700 INDIAN STREET
MORENO VALLEY CALIFORNIA 92551

VIP
VOGEL INDUSTRIAL PARK
MORENO VALLEY CA

REVISIONS
CONSTR.
BID
PLAN CHECK
DRAWN 10-16-08
JOB NO. 08-26

SHEET NAME
SITE LINE
SITE PLAN &
SECTIONS

SHEET NO.
A-7
OF SHEETS

PROJECT #PA09-0004 & PA09-0012

06SPA5.dwg / 07.02.12 / 15:39

MV00178462

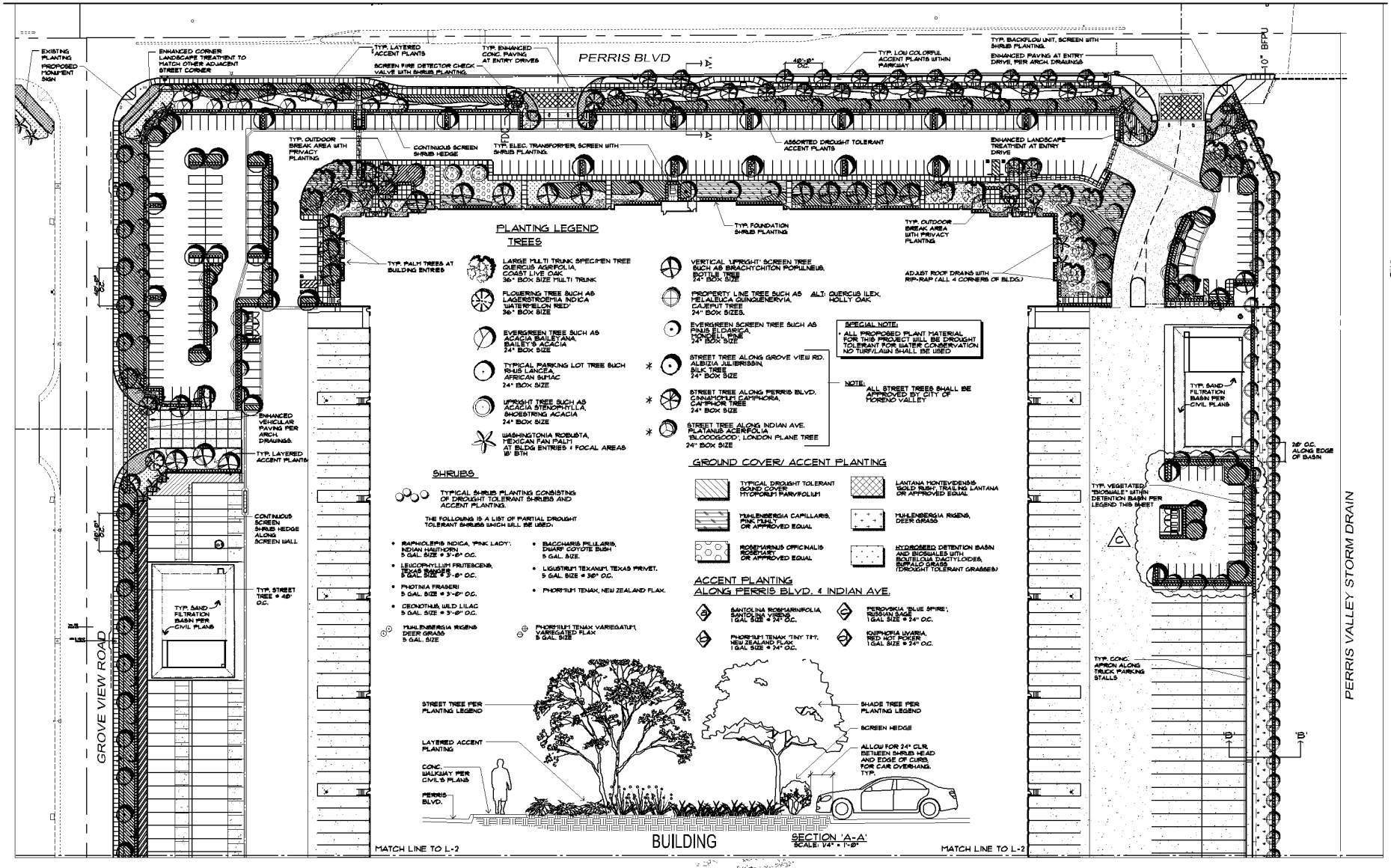

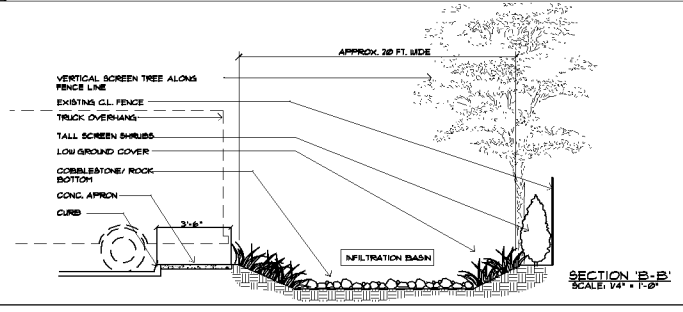

WATER CONSERVATION STATEMENT

THE IRRIGATION SYSTEM WILL BE DESIGNED UTILIZING 'STATE OF THE ART' IRRIGATION EQUIPMENT SUCH AS 'MULTIPLE START TIMES FOR CONTROLLERS, 'RAIN SHUT OFF' DEVICE + CONTROLLERS, PRESSURE REGULATING MASTER VALVE + LOW FLOW IRRIGATION SPRAY/ROTOR + BUBBLER HEADS UTILIZING PC SCREENS THROUGHOUT.

THIS LANDSCAPE DESIGN GROUPS PLANTS WITH SIMILAR WATER NEEDS TOGETHER INTO TWO DISTINCT HYDROZONES OF LOW/MODERATE AND HIGH AREAS. THE HIGH WATER USE HYDROZONES ARE COMPRISED OF TURF AND ANNUAL COLOR AND ARE LIMITED WITHIN THE OVERALL SQUARE FOOTAGE OF THE SITE. THE LOW HYDROZONE, WHICH IS MADE UP OF DROUGHT TOLERANT PLANT SPECIES COMPRISES OVER 75% OF THE TOTAL LANDSCAPE AREA. THE IRRIGATION SYSTEM HAS BEEN DESIGNED TO GROUP SIMILAR HYDROZONES WITHIN THE SAME IRRIGATION VALVE. IN ADDITION A MINIMUM OF 2" LAYER OF MULCH IS USED OVER THE ENTIRE SHRUB AREAS TO RETAIN SOIL MOISTURE.

THE PROJECT WILL BE DESIGNED WITH LOW ROTOR/OR BUBBLER IRRIGATION SYSTEMS WHENEVER POSSIBLE

• ALL IRRIGATION SHALL COMPLY WITH EASTERN MUNICIPAL WATER DISTRICT. (E.M.W.D.)

DIG ALERT
DIAL TOLL FREE
1-800-227-2600
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

ARCHITECTURE LAND PLANNING
rkz
RKZ, INC.
3000 BOW AVENUE SUITE 110
TUSTIN, CALIFORNIA 92780
714/ 731-1140 FAX: 714/ 731-3880
www.rkzinc.com

SCOTT PETERSON LANDSCAPE ARCHITECT, INC.
LAND PLANNING
P.O. BOX 3157
LAKE ELSINORE, CA 92532
TEL: 909-257-8855
FX: 909-257-8884
REGISTERED LANDSCAPE ARCHITECT
NO. 2078
SIGNATURE
DATE
STATE OF CALIFORNIA

OWNER/DEVELOPER:
VOGEL ENGINEERS, INC.
300 PASEO TESORO
WALNUT, CA 91785-2791
PHONE: 909 598-7065
FAX: 909 598-2917

VIP MORENO VALLEY
XXXXX & XXXXX PERRIS BOULEVARD
XXXXX & XXXXX INDIAN STREET
MORENO VALLEY CALIFORNIA 92551

VIP
VOGEL INDUSTRIAL PARK
MORENO VALLEY CA.

1-26-09
UP DATED 6-2-09
UP DATED 7-14-09
△ 7-23-09 PLANNING DEPT.

REVISIONS
CONSTR.
BID
PLAN CHECK
DRAWN 12-04-08 LR
JOB NO. 06-28
SHEET NAME
CONCEPTUAL LANDSCAPE PLAN
SHEET NO.
L-1
OF SHEETS
PROJECT # P07-050

MV00178463

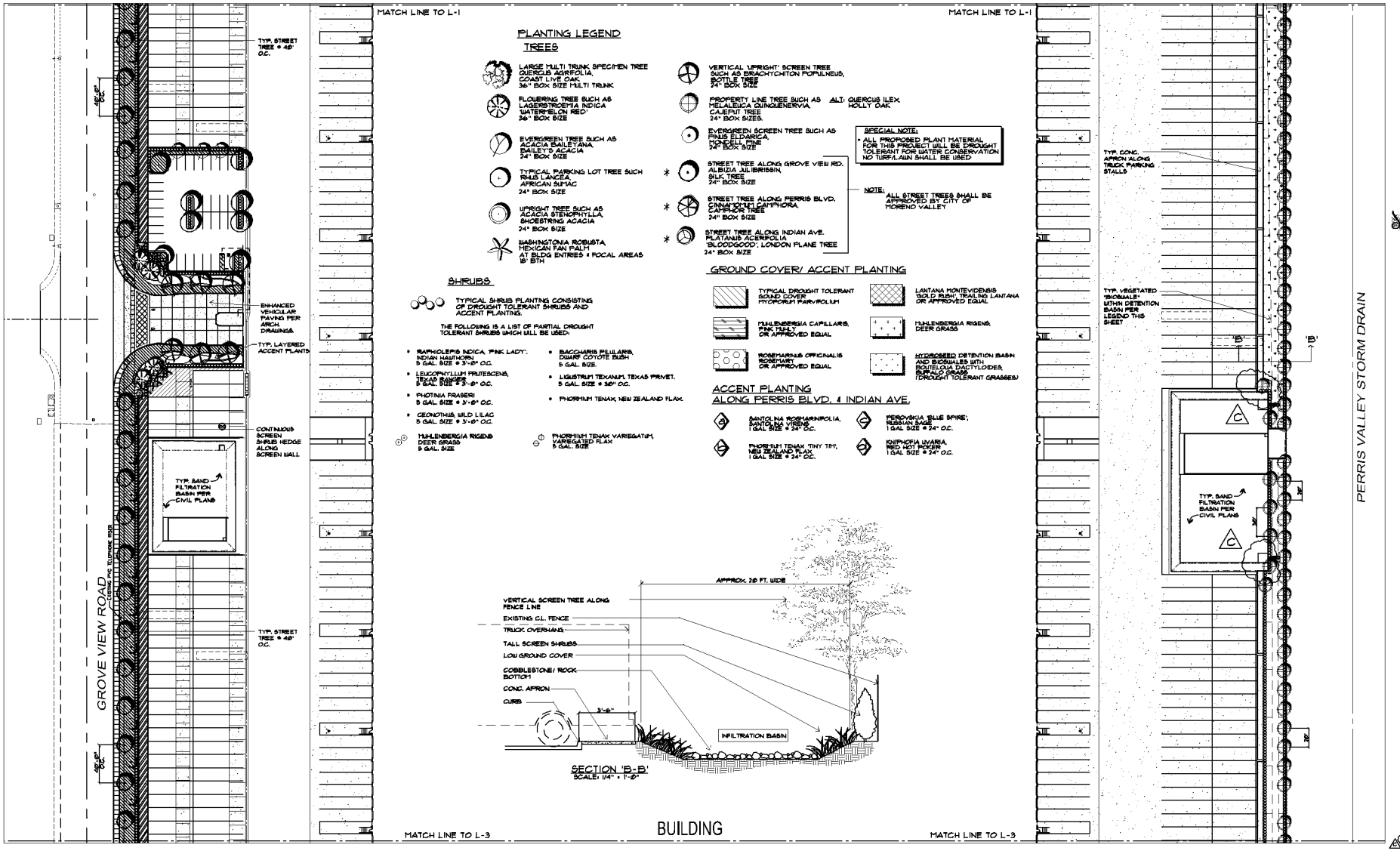

WATER CONSERVATION STATEMENT

THE IRRIGATION SYSTEM WILL BE DESIGNED UTILIZING 'STATE OF THE ART' IRRIGATION EQUIPMENT SUCH AS MULTIPLE START TIMES FOR CONTROLLERS, RAIN SHUT OFF DEVICE & CONTROLLERS, PRESSURE REGULATING MASTER VALVE & LOW FLOW IRRIGATION SPRAY/ROTOR & BUBBLER HEADS UTILIZING PC SCREENS THROUGHOUT.

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THE PROJECT WILL BE DESIGNED WITH LOW ROTORIOR BUBBLER IRRIGATION SYSTEMS WHENEVER POSSIBLE

• ALL IRRIGATION SHALL COMPLY WITH EASTERN MUNICIPAL WATER DISTRICT. (EMWD.)

NORTH

0' 40' 80' 120' 160'

SCALE: 1"=40'-0"

DIG ALERT
DIAL TOLL FREE
1-800-227-2600
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

ARCHITECTURE LAND PLANNING
rkz
RKZ, INC.
3000 DOW AVENUE SUITE 110
TUSTIN, CALIFORNIA 92780
714/ 731-1140 FAX: 714/ 731-1090
www.rkzinc.com

SCOTT PETERSON LANDSCAPE ARCHITECT, INC.
P.O. BOX 3157
LAKE ARROWHEAD, CA 92352
TEL: 909-337-8855
FX: 909-337-8884
REGISTERED LANDSCAPE ARCHITECT
NO. 2079
SIGNATURE
DATE
SCOTT D. PETERSON
STATE OF CALIFORNIA

OWNER/DEVELOPER:
VOGEL ENGINEERS, INC.
300 PASEO TESORO
WALNUT, CA 91785-2791
PHONE: 909 598-7065
FAX: 909 598-2917

VIP MORENO VALLEY
XXXXX & XXXXX PERRIS BOULEVARD
XXXXX & XXXXX INDIAN STREET
MORENO VALLEY CALIFORNIA 92551

VIP
VOGEL INDUSTRIAL PARK
MORENO VALLEY CA

1-26-09
UP DATED 5-0-09
UP DATED 7-14-09
12-09-09 PLANNING DEPT.

REVISIONS
CONSTR.
BID
PLAN CHECK
DRAWN 12-04-08 LR
JOB NO. 06-28
SHEET NAME

CONCEPTUAL LANDSCAPE PLAN

SHEET NO.
L-2
OF SHEETS

PROJECT # P07-050

MV00178464

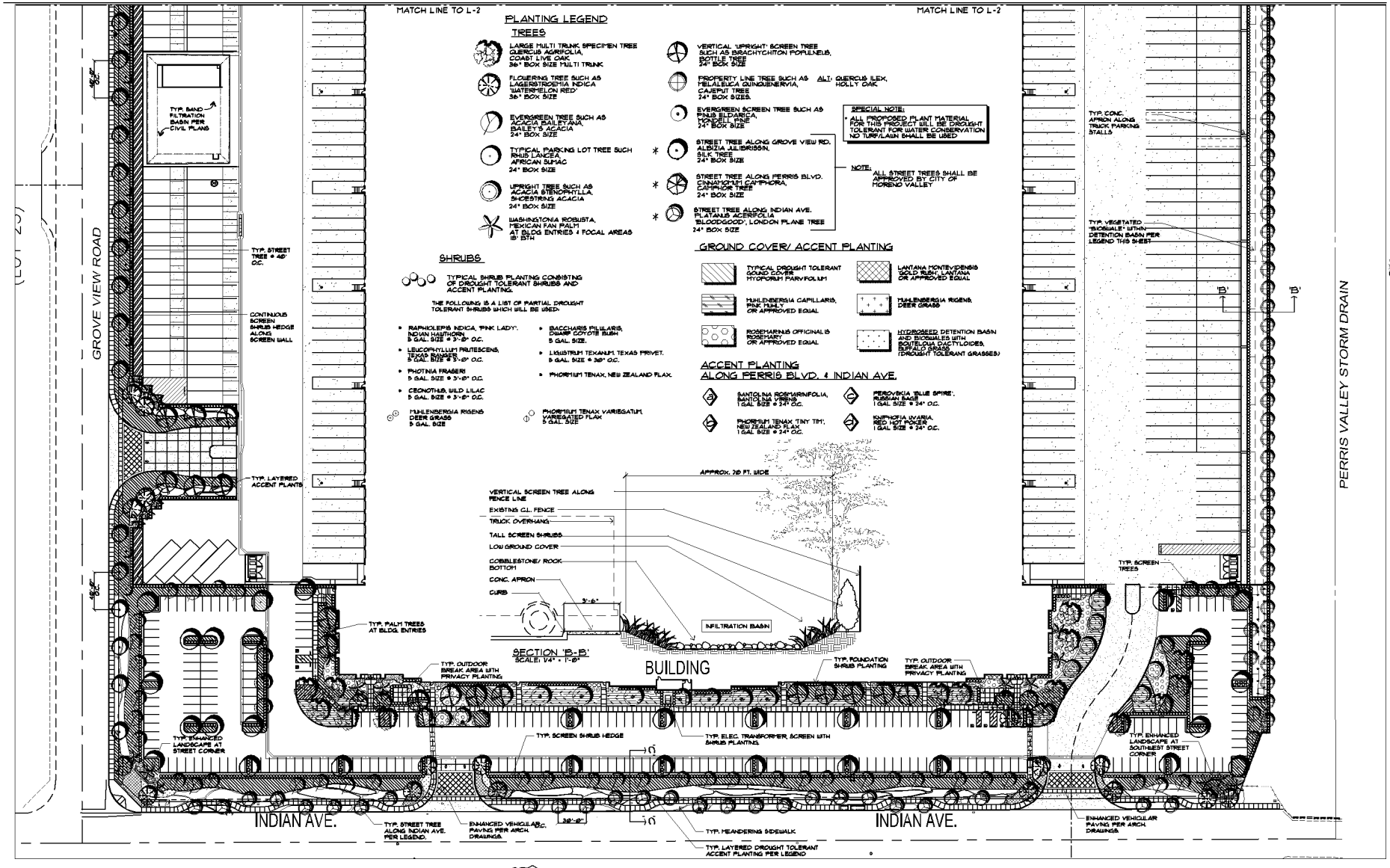

WATER CONSERVATION STATEMENT

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THE PROJECT WILL BE DESIGNED WITH LOW ROTOR/OR BUBBLER IRRIGATION SYSTEMS WHENEVER POSSIBLE

* ALL IRRIGATION SHALL COMPLY WITH EASTERN MUNICIPAL WATER DISTRICT. (E.M.W.D.)

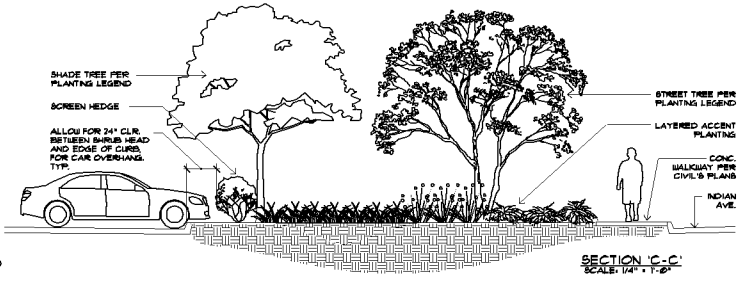

SECTION 'C-C'
SCALE: 1/4" = 1'-0"

NORTH

0' 40' 80' 120' 160'
SCALE: 1"=40'-0"

DIG ALERT
DIAL TOLL FREE
1-800-227-2600
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

ARCHITECTURE URBAN PLANNING
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SCOTT PETERSON LANDSCAPE ARCHITECT, INC.
P.O. BOX 254
LAKE ELSINORE, CA 92532
TEL: 909-537-0186
FAX: 909-537-0884
REGISTERED LANDSCAPE ARCHITECT
NO. 2078
SIGNATURE
DATE
STATE OF CALIFORNIA

OWNER/DEVELOPER:
VOGEL ENGINEERS, INC.
300 PASEO TESORO
WALNUT, CA 91789-2791
PHONE: 909 598-7065
FAX: 909 598-2917

VIP MORENO VALLEY

XXXXX & XXXXX PERRIS BOULEVARD
XXXXX & XXXXX INDIAN STREET
MORENO VALLEY CALIFORNIA 92551

VIP
VOGEL INDUSTRIAL PARK
MORENO VALLEY CA

1-28-09
UP DATED 5-2-09
UP DATED 6-02-09
7-09-09 PLANNING DEPT.

REVISIONS
CONSTR.
BID
PLAN CHECK
DRAWN 12-01-08 LR
JOB NO. 08-28
SHEET NAME
CONCEPTUAL LANDSCAPE PLAN
SHEET NO.
L-3
OF SHEETS
PROJECT # PD7-050

MV00178465

TENTATIVE PARCEL MAP NO. 36162

ATTACHMENT 12

TPM 36162

IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SECTION 31, TOWNSHIP 3 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN

BEING A SUBDIVISION OF LOTS 25, 26, 31 AND 32 OF BLOCK 1 OF RIVERSIDE ALFALFA ACRES AS PER MAP RECORDED IN BOOK 8, PAGE 21 OF MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

ACCESSOR'S PARCEL NUMBERS 316-210-071, 073, 075 & 076

DATE OF PREPARATION:
MAY, 2009

NUMBER OF PARCELS:
1 PARCEL

AREA:
80.80 ACRES GROSS
71.11 ACRES NET
(NET ACRES EXCLUDES PROPOSED OFFERS OF DEDICATION FOR STREET RIGHT-OF-WAY)

ZONING :
THE PROJECT SITE IS LOCATED WITHIN THE MORENO VALLEY INDUSTRIAL AREA PLAN (SP #208). THE MAJORITY OF THE PROJECT SITE IS ZONED INDUSTRIAL (I) WITH THE NORTHEAST AND SOUTHEAST CORNERS OF THE SITE BEING ZONED INDUSTRIAL SUPPORT AREAS (ISA). DEVELOPMENT OF THE PROPOSED WAREHOUSE DISTRIBUTION FACILITY IS PERMITTED WITHIN BOTH THE I AND ISA ZONES.
(EXISTING AND PROPOSED)

EXISTING USE:
VACANT

PROPOSED USE:
WAREHOUSE/DISTRIBUTION FACILITY

OWNER AND APPLICANT :
VOGEL ENGINEERS, INC., A CALIFORNIA CORPORATION
ATTENTION: WILLIAM D. VOGEL
300 PASEO TESORO
WALNUT, CA 91789
(909) 598-7065

MAP PREPARED BY :
ROBERT A. BEBENSEE, R.C.E.
R.C.E. NO 22877
453 NORTH CENTRAL AVENUE
UPLAND, CA 91786
(909) 946-1122

FLOOD ZONE:
THE PROPERTY INDICATED HEREON LIES WITHIN FLOOD ZONE "X" (SHADED) AS STATED BY FLOOD INSURANCE RATE MAP, MAP NO. 06065C1430G, PANEL 1430 OF 3805, EFFECTIVE DATE AUGUST 28, 2008. PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, WHICH RECITES ZONE "X" (SHADED) AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

BASIS OF BEARING AND NOTES

THE CENTERLINE OF GROVE VIEW ROAD WAS TAKEN AS HAVING A BEARING OF N89°30'47"W PER PARCEL MAP NO. 32961, RECORDED IN BOOK 217 OF PARCEL MAPS, PAGES 98 AND 99, RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

● INDICATES MONUMENT FOUND AS NOTED.
○ INDICATES MONUMENT TO BE SET.
( ) INDICATES RECORD INFORMATION PER M.B. 8/21.
< > INDICATES RECORD INFORMATION PER INST. NO. 2006-0592780, O.R.
[ ] INDICATES RECORD INFORMATION PER P.M.B. 217/98-99.
{ } INDICATES RECORD INFORMATION PER P.M.B. 226/54-57.
R.C.F.C.& W.C.D. INDICATES RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT.
8"S INDICATES EXISTING SEWER LINE
24" SD INDICATES EXISTING STORM DRAIN LINE
10" W INDICATES EXISTING WATER LINE
—(483)— INDICATES EXISTING CONTOUR ELEVATION

EASEMENTS

1 — INDICATES 30' WIDE EASEMENT FOR CONSTRUCTION AND MAINTAINING A TEMPORARY DRAINAGE FACILITY PURPOSES GRANTED TO MORENO VALLEY DISPOSAL, INC. IN DOCUMENT ENTITLED "GRANT OF EASEMENT AND MAINTENANCE AGREEMENT", RECORDED JUNE 19, 1989 AS INSTRUMENT NO. 1989-261780, O.R.

2 — INDICATES CENTERLINE OF EASEMENT, WIDTH UNDISCLOSED, FOR POLE LINES, CONDUITS, UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES GRANTED TO CALIFORNIA ELECTRIC POWER COMPANY IN DOCUMENT RECORDED APRIL 7, 1955 IN BOOK 1719, PAGE 200, O.R.

3 — INDICATES 25' WIDE PERPETUAL EASEMENT AND RIGHT OF WAY FOR PUBLIC HIGHWAY PURPOSES, INCLUDING PUBLIC UTILITY AND PUBLIC SERVICE FACILITIES GRANTED TO THE CITY OF MORENO VALLEY IN DOCUMENT ENTITLED "EASEMENT DEED" RECORDED NOVEMBER 22, 2005 AS INSTRUMENT NO. 2005-0969613, O.R.

4 — INDICATES 25' WIDE PERPETUAL EASEMENT AND RIGHT OF WAY FOR PUBLIC HIGHWAY PURPOSES, INCLUDING PUBLIC UTILITY AND PUBLIC SERVICE FACILITIES GRANTED TO THE CITY OF MORENO VALLEY IN DOCUMENT ENTITLED "EASEMENT DEED" RECORDED NOVEMBER 22, 2005 AS INSTRUMENT NO. 2005-0969614, O.R.

5 — INDICATES 14' WIDE PERPETUAL EASEMENT AND RIGHT OF WAY FOR HIGHWAY PURPOSES, UTILITIES AND PUBLIC SERVICE FACILITIES GRANTED TO THE CITY OF MORENO VALLEY IN DOCUMENT ENTITLED "OFFER OF DEDICATION" RECORDED JANUARY 24, 2006 AS INSTRUMENT NO. 2006-0052906, O.R.

6 — INDICATES PERPETUAL EASEMENT AND RIGHT OF WAY FOR HIGHWAY PURPOSES, UTILITIES AND PUBLIC SERVICE FACILITIES GRANTED TO THE CITY OF MORENO VALLEY IN DOCUMENT ENTITLED "GRANT OF EASEMENT" RECORDED AUGUST 11, 2006 AS INSTRUMENT NO. 2006-0592780, O.R.

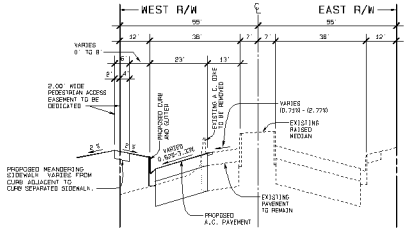

TYPICAL SECTION
PERRIS BOULEVARD
SCALES :
HORIZONTAL : 1" = 20'
VERTICAL : 1" = 2'

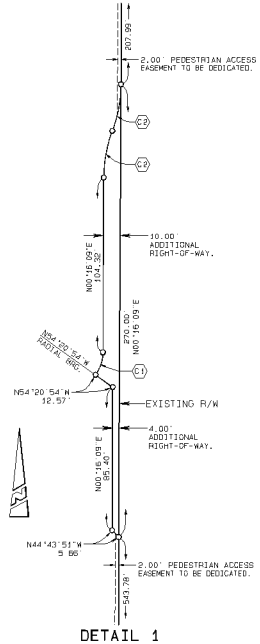

DETAIL 1
SCALE 1" = 30'

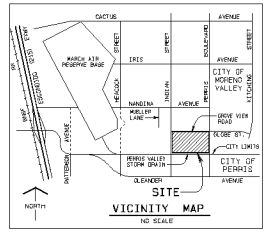

VICINITY MAP
NO SCALE

UTILITY COMPANIES	EMERGENCY NUMBERS
THE GAS COMPANY	1-800-427-2200
SO. CALIF. EDISON	1-800-684-8123
MORENO VALLEY ELECTRIC UTILITY	1-877-811-8700
VERIZON TELEPHONE (COMMERCIAL)	1-800-483-5000
TIME WARNER CABLE	(888) 892-2253
CITY OF MORENO VALLEY	(951) 413-3110
EASTERN MUNICIPAL WATER DIST.	(951) 928-3777
WASTE MANAGEMENT OF THE INLAND VALLEY	(800) 423-9986

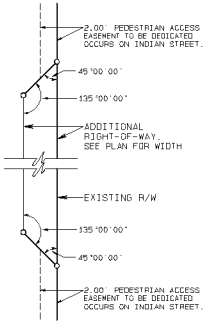

GENERAL DETAIL
NO SCALE

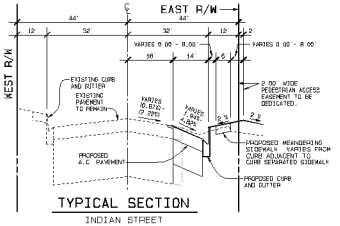

TYPICAL SECTION
INDIAN STREET
LOT 31 FRONTAGE
SCALES :
HORIZONTAL : 1" = 20'
VERTICAL : 1" = 2'

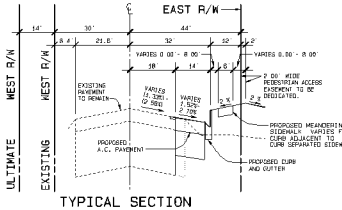

TYPICAL SECTION
INDIAN STREET
LOT 26 FRONTAGE
SCALES :
HORIZONTAL : 1" = 20'
VERTICAL : 1" = 2'

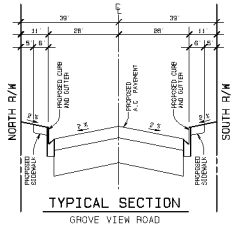

TYPICAL SECTION
GROVE VIEW ROAD
LOT 26 FRONTAGE
CURRENTLY UNDER CONSTRUCTION
SCALES :
HORIZONTAL : 1" = 20'
VERTICAL : 1" = 2'

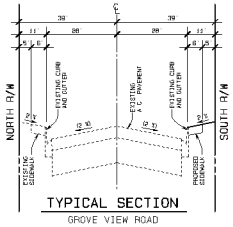

TYPICAL SECTION
GROVE VIEW ROAD
LOT 25 FRONTAGE
SCALES :
HORIZONTAL : 1" = 20'
VERTICAL : 1" = 2'

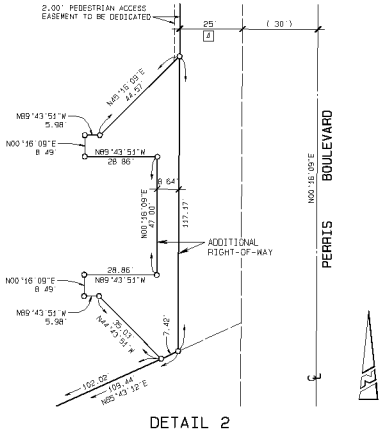

DETAIL 2
SCALE : 1" = 20'

REVIEW BY CITY STAFF		
OFFICE	INITIAL	DATE
PRINCIPAL ENGINEER		
ENTERPRISE SERVICES		
PLANNING		
TRANSPORTATION		
PARKS AND RECREATION		
LAND DEVELOPMENT		

BENCH MARK
RIVERSIDE COUNTY FLOOD CONTROL BENCH MARK NO. M-31
3-1/4" ALUMINUM DISK STAMPED RIV CO SURVEYOR M-31 WEST APRIL 1986 FLUSH AT S.E. COR. OF BRIDGE ON TOP OF SIDEWALK NEAR FACE OF LIMB LOCATED AT THE CROSSING OF PERRIS BLVD AND RIV CO FLOOD CONTROL CHANNEL, BEARING LATERAL "A" 41 FT. WEST OF THE CENTERLINE OF PERRIS BLVD AND 4.5 FT. EAST OF CONCRETE BRIDGE BARRIER. ELEVATION. 1474.614

MARK	DATE	INITIAL	DESCRIPTION	REC	APPR	DATE
		E.O.R.	REVISION			

ENGINEER OF RECORD'S SEAL
REGISTERED PROFESSIONAL ENGINEER ROBERT A. BEBENSEE No. 22877 CIVIL STATE OF CALIFORNIA

PREPARED BY.
ROBERT A. BEBENSEE, R.C.E.
453 North Central Avenue
Upland CA 91786
(909) 946-1122

ROBERT A. BEBENSEE
R.C.E #22877 (EXP. 12/31/2009)
DATE

SHEET 1 NO. 2

PLOT DATE 05-07-09 JOB NO. 08-9005

MV00178466

TENTATIVE PARCEL MAP NO. 36162

TPM 36162

IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SECTION 31, TOWNSHIP 3 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN

BEING A SUBDIVISION OF LOTS 25, 26, 31 AND 32 OF BLOCK 1 OF RIVERSIDE ALFALFA ACRES AS PER MAP RECORDED IN BOOK 8, PAGE 21 OF MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

ACCESSOR'S PARCEL NUMBERS 316-210-071, 073, 075 & 076

DEMOLITION NOTE:
EXISTING ON-SITE STRUCTURES/FEATURES, TREES, EXCLUSIVE OF PROPERTY LINE FENCING AND GROVE VIEW ROAD ELECTRICAL STRUCTURES AND CONDUITS TO BE REMOVED FROM THE SITE TO AN AUTHORIZED DISPOSAL AREA.

EASEMENTS	RECORDATION INFORMATION
1	INST. NO 1989-201780, O.R
2	BOOK 1719, PAGE 200, O.R.
3	INST. NO. 2005-0969613, O.R.
4	INST NO. 2005-0969614 O.R.
5	INST. NO. 2006-0052906, O.R.
6	INST. NO. 2006-0592780, O.R.

SEE SHEET 1 OF 2 FOR PLOTTED EASEMENT DESCRIPTIONS.

LINE DATA

LINE	BEARING	DISTANCE	DESCRIPTION
L1	N89°51'12"W	124.95	RECORD PER INST. NO. 2004-0139951, O.R.
L2	N89°31'09"W	124.95	FIELD CALCULATED
L3	N65°43'11"E	136.93	RECORD PER INST. NO. 2004-0139951, O.R.
L4	N65°43'12"E	136.93	FIELD CALCULATED
L5	S00°16'09"W	57.35	RECORD PER INST. NO. 2004-0139951, O.R.
L6	S00°16'09"W	57.35	FIELD CALCULATED
L7	N00°17'54"E	43.02	RECORD PER INST. NO. 2004-0198595, O.R.
L8	N00°17'48"E	43.02	FIELD CALCULATED
L9	S89°05'05"E	99.10	RECORD PER INST. NO. 2004-0198595, O.R.
L10	S89°05'00"E	99.10	FIELD CALCULATED
L11	S00°28'47"W	8.42	RECORD PER INST. NO. 2004-0198595, O.R.
L12	S00°28'51"W	8.42	FIELD CALCULATED
L13	N89°31'12"W	92.72	RECORD PER INST. NO. 2004-0198595, O.R.
L14	N89°31'09"W	92.72	FIELD CALCULATED
L15	S00°16'30"W	213.41	RECORD PER INST. NO. 2006-0592780, O.R.
L16	S00°16'09"W	213.41	FIELD CALCULATED
L17	N89°43'30"W	25.00	RECORD PER INST. NO. 2006-0592780, O.R.
L18	N89°43'51"W	25.00'	FIELD CALCULATED

LINE DATA

LINE	BEARING	DISTANCE	DESCRIPTION
L10	N00°16'30"E	235.64	RECORD PER INST. NO. 2006-0592780, O.R.
L11	N00°16'09"E	135.65	FIELD CALCULATED
L12	N43°52'20"W	54.35	RECORD PER INST. NO. 2006-0592780, O.R.
L13	N43°52'30"W	54.35	FIELD CALCULATED
L14	S44°38'49"W	34.41	RECORD PER INST. NO. 2006-0592780, O.R.
L15	S44°38'14"W	34.41	FIELD CALCULATED
L16	N00°17'23"E	63.89	RECORD PER INST. NO. 2006-0592780, O.R.
L17	N00°17'48"E	63.89	FIELD CALCULATED
L18	N45°16'09"E	44.57	
L19	N89°43'51"W	5.98	
L20	N00°16'09"E	6.49	
L21	N89°43'51"W	5.98	
L22	N00°16'09"E	35.03	
L23	N89°43'12"E	7.42	
L24	N00°16'09"E	502.02	
L25	N89°43'51"W	28.86	
L26	N00°16'09"E	47.00	
L27	N89°43'51"W	28.86	
L28	N00°16'09"E	8.49	

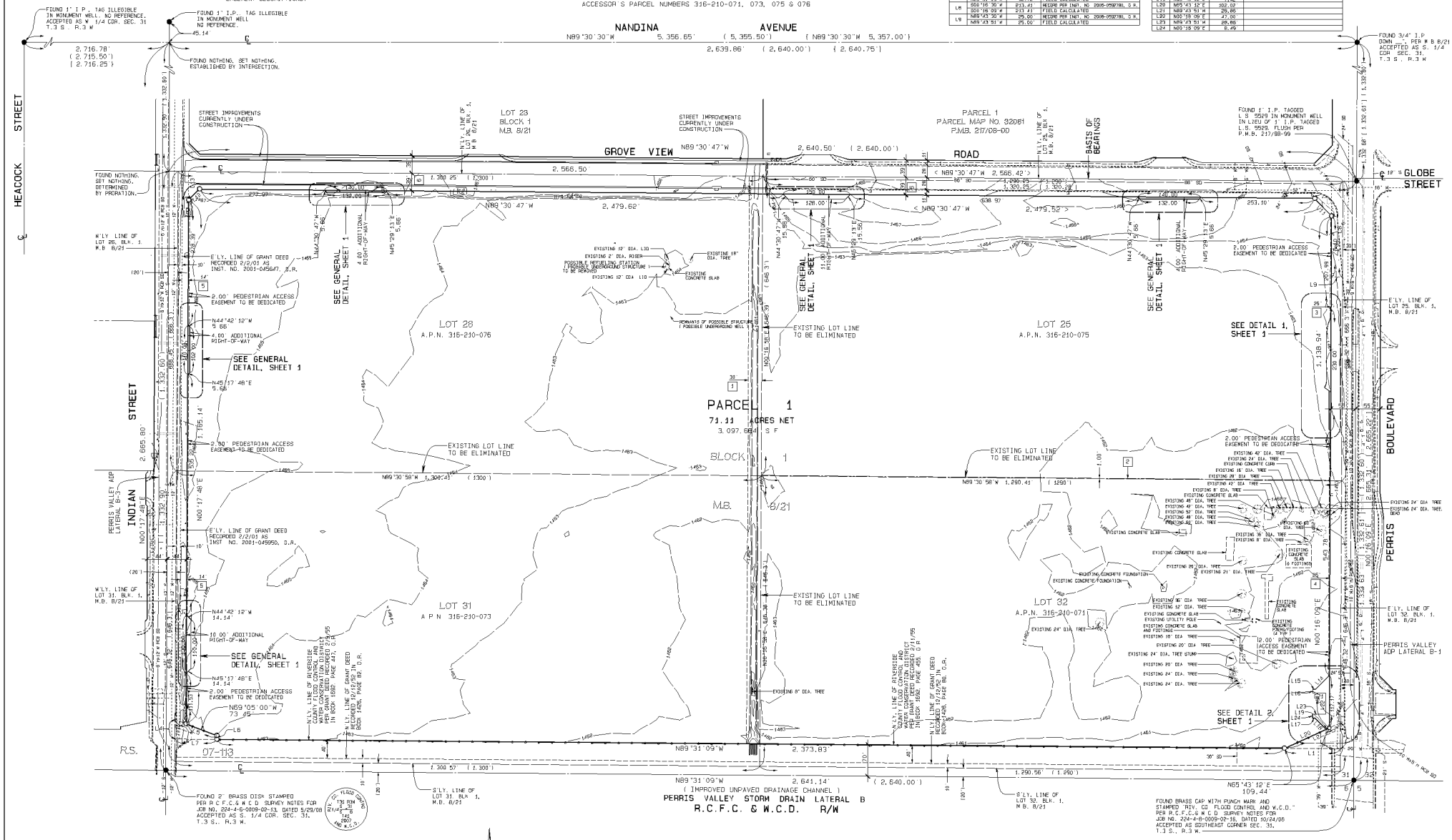

CURVE DATA

	Δ	R	L	T	DESCRIPTION
C1	75°22'57"	23.00	14.20	7.34	FIELD CALCULATED
C2	20°21'51"	80.00'	28.43'	14.37'	FIELD CALCULATED

SCALE : 1" = 80'

GRAPHIC SCALE 1" = 80'

REVIEW BY CITY STAFF		
OFFICE	INITIAL	DATE
PRINCIPAL ENGINEER		
ENTERPRISE SERVICES		
PLANNING		
TRANSPORTATION		
PARKS AND RECREATION		
LAND DEVELOPMENT		

BENCH MARK
RIVERSIDE COUNTY FLOOD CONTROL BENCH MARK NO. M-31
3-1/4" ALUMINUM DISK STAMPED R.I.V. CO. SURVEYOR M-31 HEIGHT APRIL 1966 FLUSH AT S.E. COR. OF BRIDGE ON TOP OF SIDEWALK NEAR FACE OF LIMB LOCATED AT THE CROSSING OF PERRIS BLVD AND R.I.V. CO. FLOOD CONTROL CHANNEL PERRIS LATERAL "A" 41 FT. WEST OF THE CENTERLINE OF PERRIS BLVD AND 4.5 FT. EAST OF CONCRETE BRIDGE BARRIER. ELEVATION. 1474.614

MARK	DATE	INITIAL	DESCRIPTION	REC	APPR	DATE
		E.O.R.	REVISION			

ENGINEER OF RECORD'S SEAL
ROBERT A. BEBENSEE
No. 72877
REGISTERED PROFESSIONAL ENGINEER
CIVIL
STATE OF CALIFORNIA

PREPARED BY:
ROBERT A. BEBENSEE, R.C.E.
453 North Central Avenue
Upland CA 91786
(909) 946-1122

ROBERT A. BEBENSEE
R.C.E #72877 EXP. 12/31/2009
DATE

SHEET 2 OF 2

PLOT DATE 05-07-09 JOB NO. 08-9005

MV00178467

ATTACHMENT 13

DATE OF PREPARATION:
DECEMBER, 2009

LEGAL DESCRIPTION:
LOTS 25, 26, 31 AND 32 OF BLOCK 1 OF RIVERSIDE ALFALFA ACRES AS PER MAP RECORDED IN BOOK 8, PAGE 21 OF MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA

ACCESSOR'S PARCEL NUMBERS:
316-210-071, 073, 075 & 076

AREA:
80.80 ACRES GROSS
71.11 ACRES NET
(NET ACRES EXCLUDES PROPOSED OFFERS OF DEDICATION FOR STREET RIGHT-OF-WAY)

ZONING :
THE PROJECT SITE IS LOCATED WITHIN THE MORENO VALLEY INDUSTRIAL AREA PLAN (SP #208). THE MAJORITY OF THE PROJECT SITE IS ZONED INDUSTRIAL (I) WITH THE NORTHEAST AND SOUTHEAST CORNERS OF THE SITE BEING ZONED INDUSTRIAL SUPPORT AREAS (ISA). DEVELOPMENT OF THE PROPOSED WAREHOUSE DISTRIBUTION FACILITY IS PERMITTED WITHIN BOTH THE I AND ISA ZONES.
(EXISTING AND PROPOSED)

EXISTING USE:
VACANT

PROPOSED USE:
WAREHOUSE/DISTRIBUTION FACILITY

OWNER AND APPLICANT :
VOGEL ENGINEERS, INC., A CALIFORNIA CORPORATION
ATTENTION: WILLIAM D. VOGEL
300 PASEO TESORO
WALNUT, CA. 91789
(909) 598-7065

MAP PREPARED BY :
ROBERT A. BEBENSEE, R.C.E
R.C.E. NO. 22877, EXP. 12-31-11
453 NORTH CENTRAL AVENUE
UPLAND, CA 91786
(909) 946-1122

FLOOD ZONE:
THE PROPERTY INDICATED HEREON LIES WITHIN FLOOD ZONE "X" (SHADED) AS STATED BY FLOOD INSURANCE RATE MAP, MAP NO. 06065C1305G, PANEL 1430 OF 3805, EFFECTIVE DATE AUGUST 28, 2008. PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, WHICH RECITES ZONE "X" (SHADED) AS AREAS OF 0.2% ANNUAL CHANCE FLOOD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE" AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD

AUTOMOBILE PARKING NOTES:
1. AUTOMOBILE PARKING STALLS TO BE 9 FEET WIDE AND 18 FEET MINIMUM LONG. PAVED.
2. 12" WIDE CONCRETE STEP TO BE CONSTRUCTED AT PARKING STALLS PARALLEL AND ADJACENT TO LANDSCAPE AREAS.

TRAILER PARKING NOTES:
1. TRAILER PARKING STALLS TO BE 14 FEET WIDE AND 53 FEET LONG.
2. SECONDARY TRAILER PARKING STALLS TO HAVE 8 FEET OVERHANG.

SURFACE STORAGE/SAND FILTER FACILITY NOTE:
SURFACE STORAGE/SAND FILTER FACILITIES SIZED TO HOLD AND PROCESS BMP VOLUMES.

BENCH MARK:
RIVERSIDE COUNTY FLOOD CONTROL
BENCH MARK NO. M-31
3-1/4" ALUMINUM DISK STAMPED RIV. CO. SURVEYOR M-31 RESET APRIL 1996. FLUSH AT S.W. COR. OF BRIDGE ON TOP OF SIDEWALK NEAR FACE OF CURB LOCATED AT THE CROSSING OF PERRIS BLVD. AND RIV. CO. FLOOD CONTROL CHANNEL (PERRIS LATERAL "A") 43 FEET WEST OF THE CENTERLINE OF PERRIS BOULEVARD AND 4.5 FEET EAST OF CONCRETE BRIDGE BARRIER
ELEVATION = 1474.674

LEGEND

A.C	ASPHALT CONCRETE
B.M.	BOTTOM OF RISER
B.V.C.	BEGIN VERTICAL CURVE
C.F.	CURB FACE
CML/CWC	CEMENT MORTAR LINED/ CEMENT MORTAR COATED
D.S.	DOWN SPOUT
E.G.	EXISTING GRADE
EMWD	EASTERN MUNICIPAL WATER DISTRICT
E.V.C.	END VERTICAL CURVE
F.D.C	FIRE DEPARTMENT CONNECTION
F.F.	FINISH FLOOR
F.G.	FINISH GRADE
F.H.	FIRE HYDRANT
FL	FLOW LINE
F.S.	FINISH SURFACE
F.W.	Indicates ON-SITE FIRE WATER LINE.
G.B	GRADE BREAK
H.G.L.	HYDRAULIC GRADE LINE
H.P.	HIGH POINT
I.C.B.	IRRIGATION CONTROL BOX
I.C.V.	IRRIGATION CONTROL VALVE
INV	INVERT
LAT.	LATERAL
MVU	MORENO VALLEY ELECTRIC UTILITY
N.P.A.T.	NO PARKING AT ANY TIME SIGN
P.A.	PLANTER AREA
P.C.C	PORTLAND CONCRETE CEMENT
P.I	POINT OF INTERSECTION
P.I.V.	POST INDICATOR VALVE
PL	PROPERTY LINE
P.L.L.	PARKING LOT LIGHT
R.D	ROOF DRAIN
RCB	REINFORCED CONCRETE BOX
R.C.F.C. & W.C.D.	RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
R/W	RIGHT OF WAY
S.C.O	SEWER CLEANOUT
SD	STORM DRAIN
S.D. MH	STORM DRAIN MANHOLE
S.L.P.B	STREET LIGHT PULL BOX
S. MH.	SANITARY SEWER MANHOLE
T.B.M.	TEMPORARY BENCH MARK
T.C.	TOP OF CURB
T.C.B.	TOP CATCH BASIN
T.CO.	TOP OF CLEANOUT
T.D.	TOP OF A.C. DIKE
T.G.	TOP OF GRATE
T.L.	TOP OF LANDING
T.MW.	TOP OF HEADWALL
T.M.H.	TOP OF MANHOLE
T.R	TOP OF RISER
TRANS.	Indicates TRANSFORMER PAD LOCATION PER ARCHITECTURAL PLANS
T.S	TOP OF STEP
T.W.	TOP OF WALL
W.M.	WATER METER
W.V.	WATER VALVE
	EXISTING DECIDUOUS TREE
	EXISTING EVERGREEN TREE
	EXISTING PALM TREE
	EXISTING STREET LIGHT
	PROPOSED STREET LIGHT
1460	Indicates EXISTING CONTOUR ELEVATION
1460	Indicates PROPOSED CONTOUR ELEVATION
	Indicates CUT/FILL DAYLIGHT LINE
(XX.XX)	Indicates EXISTING ELEVATION
6" G	Indicates EXISTING GAS MAIN
18" S	Indicates EXISTING SEWER MAIN
24" SD	Indicates EXISTING STORM DRAIN LINE
4" T	Indicates EXISTING TELEPHONE LINE
39" W	Indicates EXISTING WATER MAIN

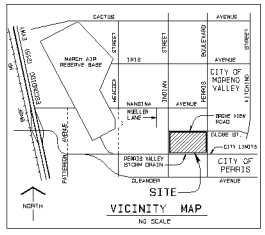

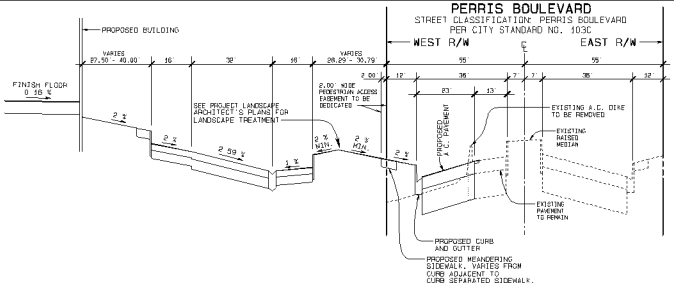

SECTION A

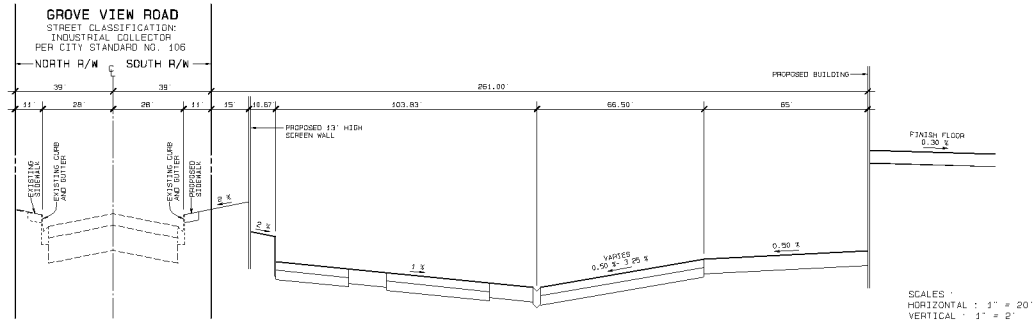

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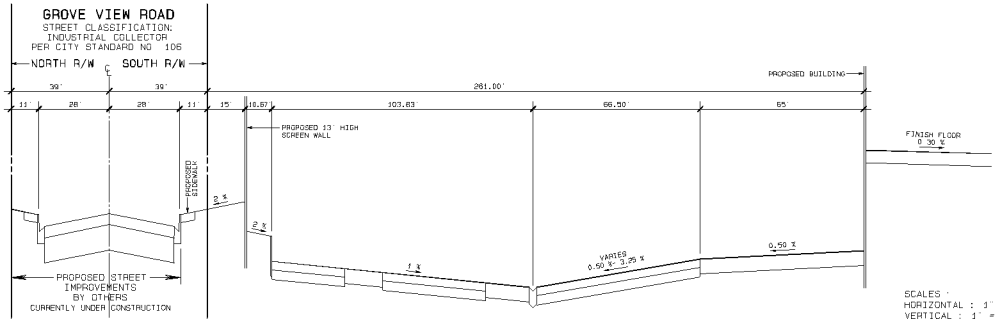

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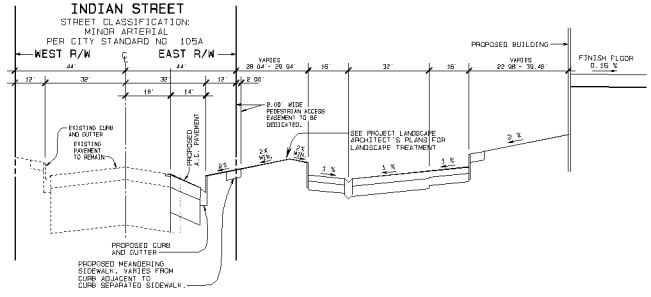

SECTION D

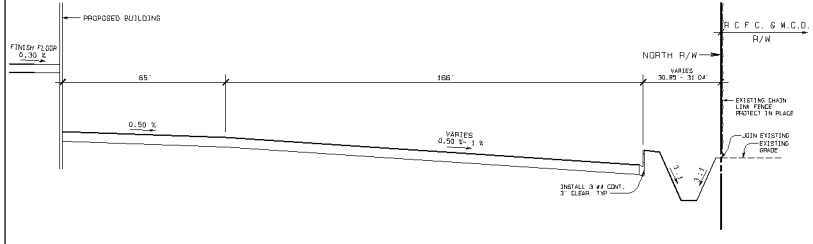

SECTION E

DEMOLITION NOTE:
EXISTING ON-SITE STRUCTURES/FEATURES, TREES, EXCLUSIVE OF PROPERTY LINE FENCING AND GROVE VIEW ROAD ELECTRICAL STRUCTURES AND CONDUITS TO BE REMOVED FROM THE SITE TO AN AUTHORIZED DISPOSAL AREA. FIELD LOCATED ELECTRICAL VAULTS, ADJACENT TO PERRIS BOULEVARD AND INDIAN STREET, TO REMAIN AND BE PROTECTED DURING CONSTRUCTION.

MINIMUM GRAIDIENTS:
A.C. PAVEMENT: 1%
P.C.C.: 0.50%

EARTHWORK QUANTITY ESTIMATE:
CUT- 45,951 CU. YDS. FILL- 342,615 CU. YDS.

THE ABOVE QUANTITIES DO NOT REFLECT ANY SHRINKAGE, SWELLING, SUBSIDENCE, OVER EXCAVATION OR ANY SPECIAL CONDITIONS THAT MAY BE SPECIFIED IN THE PRELIMINARY SOILS REPORT AND ARE FOR REFERENCE AND FEE PURPOSES ONLY. SINCE THE ENGINEER CANNOT CONTROL THAT EXACT METHOD OR MEANS USED BY THE CONTRACTOR DURING GRADING OPERATIONS, NOR CAN THE ENGINEER GUARANTEE THE EXACT SOIL CONDITION OVER THE ENTIRE SITE, THE ENGINEER ASSUMES NO RESPONSIBILITY FOR FINAL EARTHWORK QUANTITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING HIS OWN EARTHWORK QUANTITIES FOR BIDDING, CONTRACT, AND CONSTRUCTION PURPOSES. IF IT APPEARS THERE WILL BE AN EXCESS OR SHORTAGE OF MATERIAL, THE CONTRACTOR MAY NOTIFY THE ENGINEER TO DETERMINE IF POSSIBLE GRADE ADJUSTMENTS CAN BE MADE TO ALLEVIATE SAID MATERIAL EXCESS OR SHORTAGE.

UTILITY COMPANIES	EMERGENCY NUMBERS
THE GAS COMPANY	1-800-427-2200
SO. CALIF. EDISON	1-800-684-8123
MORENO VALLEY ELECTRIC UTILITY	1-877-811-8700
VERIZON TELEPHONE (COMMERCIAL)	1-800-483-5000
TIME WARNER CABLE	(888) 892-2253
CITY OF MORENO VALLEY	(951) 413-3110
EASTERN MUNICIPAL WATER DIST.	(951) 928-3777
WASTE MANAGEMENT OF THE INLAND VALLEY	(800) 423-9986

SHEET INDEX

SHEET 1 OF 5 TITLE SHEET - TYPICAL SECTIONS
SHEET 2-5 OF 5 CONCEPTUAL GRADING PLAN

REGISTERED PROFESSIONAL ENGINEER ROBERT A. BEBENSEE No. 22877 (Exp 12-31-11) CIVIL STATE OF CALIFORNIA

MARK	DESCRIPTION	INITIAL	DATE	INITIAL	DATE
	NOT FOR CONSTRUCTION FOR PLAN REVIEW ONLY 12/22/09				
		REVISED		APPROVED	

CITY OF MORENO VALLEY

CONCEPTUAL GRADING PLAN

LOTS 25, 26, 31 & 32, BLOCK 1
M.B. 8/21
PA09-0004

DESIGN R.A.B.	ROBERT A. BEBENSEE, R.C.E. 453 North Central Avenue Upland, CA 91786 (909) 946-1122	PLOT DATE 12-22-09
DRAWN R.P.B.	R.C.E. 22877 Exp. 12-31-11	JOB NO. 061606
CHECKED	Robert A. Bebensee	SHEET 1 OF 5
DATE	FILE NO.	

MV00178468

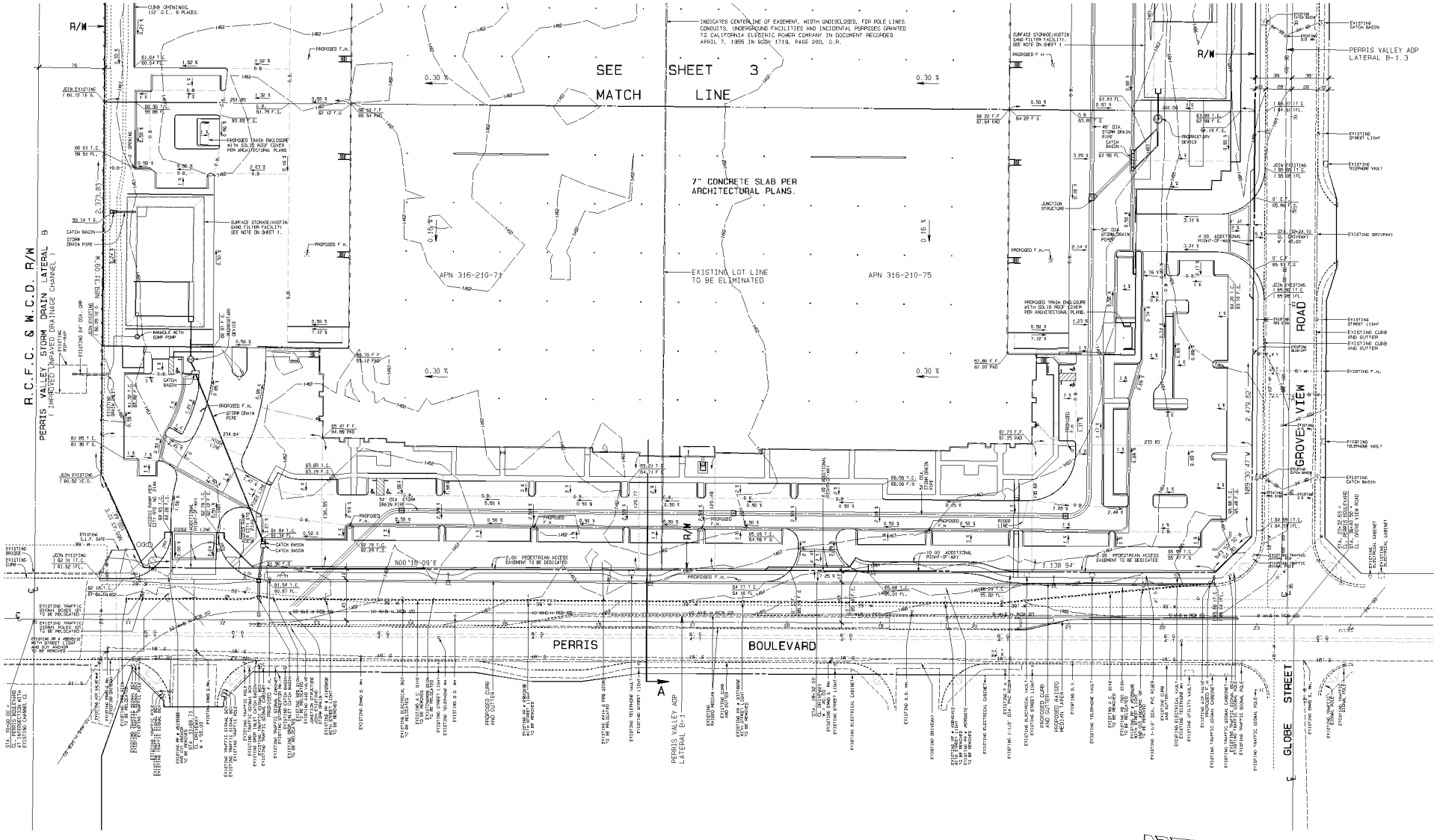

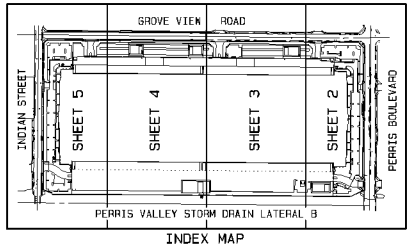

INDEX MAP

SCALE : 1" = 300'

NOT FOR CONSTRUCTION
FOR PLAN REVIEW ONLY 12/22/09

MARK	DESCRIPTION	INITIAL	DATE	INITIAL	DATE
		REVISED		APPROVED	

CITY OF MORENO VALLEY

CONCEPTUAL GRADING PLAN

LOTS 25, 26, 31 & 32, BLOCK 1
M.B. 8/21
PA09-0004

DESIGN R.A.B.	ROBERT A. BEBENSEE, P.E. C.E. 1533 North Central Avenue Upland, CA 91786 (909) 946-1122	PLOT DATE 12-22-09
DRAWN R.P.B.		JOB NO. 061606
CHECKED	R.C.E. 22877 Exp. 12-31-11 Robert A. Bebensee	SHEET 2 OF 5
DATE	FILE NO.	

REGISTERED PROFESSIONAL ENGINEER ROBERT A. BEBENSEE No. 22877 (Exp. 12-31-11) CIVIL STATE OF CALIFORNIA

MV00178469

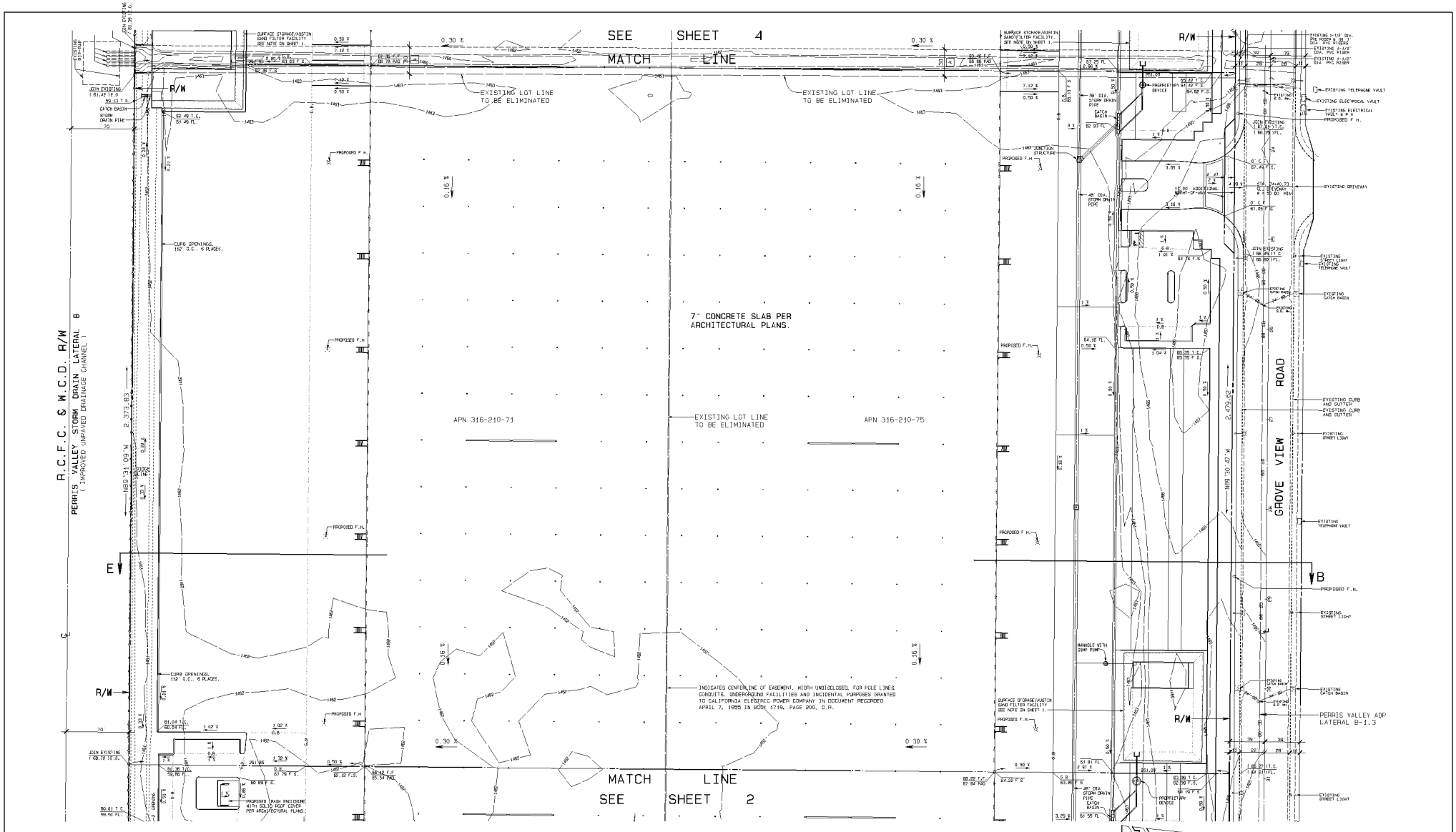

EASEMENTS

A — INDICATES 30' WIDE EASEMENT FOR CONSTRUCTION AND MAINTAINING A TEMPORARY DRAINAGE FACILITY PURPOSES GRANTED TO MORENO VALLEY DISPOSAL, INC. IN DOCUMENT ENTITLED "GRANT OF EASEMENT AND MAINTENANCE AGREEMENT", RECORDED JUNE 19, 1989 AS INSTRUMENT NO. 1989-201760, O.R.

THE EASEMENT GRANTED HEREUNDER SHALL CONTINUE IN EFFECT UNTIL SUCH TIME AS GRANTEE SHALL BE ABLE TO DISCHARGE STORM WATER FROM GRANTEE'S PROPERTY INTO A STORM DRAIN THAT IS PART OF THE PUBLIC STORM DRAIN SYSTEM CONSTRUCTED TO SERVE THE AREA IN WHICH GRANTEE'S PROPERTY IS LOCATED. AT SUCH TIME AND UPON REQUEST OF GRANTOR, THIS EASEMENT SHALL AUTOMATICALLY TERMINATE, AND GRANTEE COVENANTS AND AGREES TO REMOVE THE FACILITY AND ALL OTHER IMPROVEMENTS PLACED BY GRANTEE IN THE EASEMENT AREA AND TO REPAIR AND RESTORE THE EASEMENT AREA, AS FAR AS PRACTICABLE, TO ITS CONDITION EXISTING AS OF THE DATE OF THIS AGREEMENT, AND TO QUITCLAIM ITS RIGHTS UNDER THIS AGREEMENT.

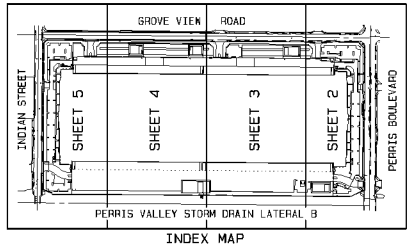

INDEX MAP
SCALE : 1" = 300'

MARK	DESCRIPTION	INITIAL	DATE	INITIAL	DATE
	NOT FOR CONSTRUCTION FOR PLAN REVIEW ONLY 12/22/09				
		REVISED		APPROVED	

CITY OF MORENO VALLEY

CONCEPTUAL GRADING PLAN

LOTS 25, 26, 31 & 32, BLOCK 1
M.B. 8/21
PA09-0004

DESIGN R.A.B.	ROBERT A. BEBENSEE, P.E. 453 North Central Avenue Upland, CA 91786 (909) 946-1122	PLOT DATE 12-22-09
DRAWN R.P.B.		JOB NO. 061606
CHECKED	Robert A. Bebensee R.C.E. 22877 Exp. 12-31-12	SHEET 3 OF 5
DATE	FILE NO.	

REGISTERED PROFESSIONAL ENGINEER ROBERT A. BEBENSEE No. 22877 Exp. 12-31-12 CIVIL STATE OF CALIFORNIA

MV00178470

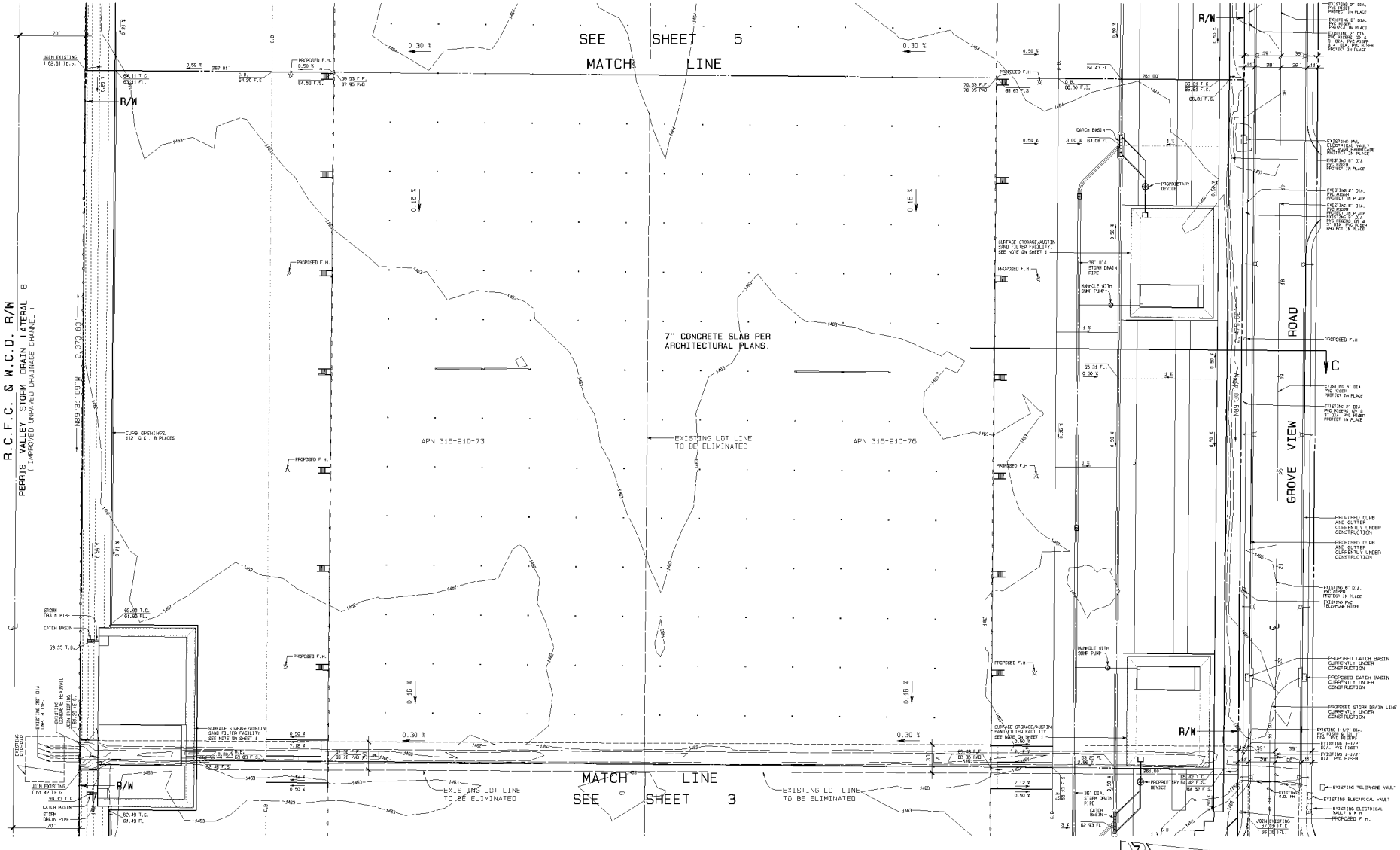

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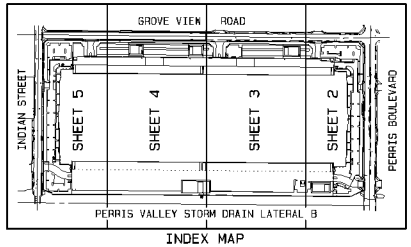

INDEX MAP
SCALE : 1" = 300'

MARK	DESCRIPTION	INITIAL	DATE	INITIAL	DATE
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		REVISED		APPROVED	

CITY OF MORENO VALLEY

CONCEPTUAL GRADING PLAN

LOTS 25, 26, 31 & 32, BLOCK 1
M.B. 8/21
PA09-0004

DESIGN R.A.B.	ROBERT A. BEBENSEE, P.E. C.E. #53 North Central Avenue Upland, CA 91786 (909) 946-1122	PLOT DATE 12-22-09
DRAWN R.P.B.	R.C.E. 22877 Exp. 12-31-11	JOB NO. 061606
CHECKED	Robert A. Bebensee	SHEET 4 OF 5
DATE	FILE NO.	

REGISTERED PROFESSIONAL ENGINEER ROBERT A. BEBENSEE No. 22877 (Exp. 12-31-11) CIVIL STATE OF CALIFORNIA

MV00178471

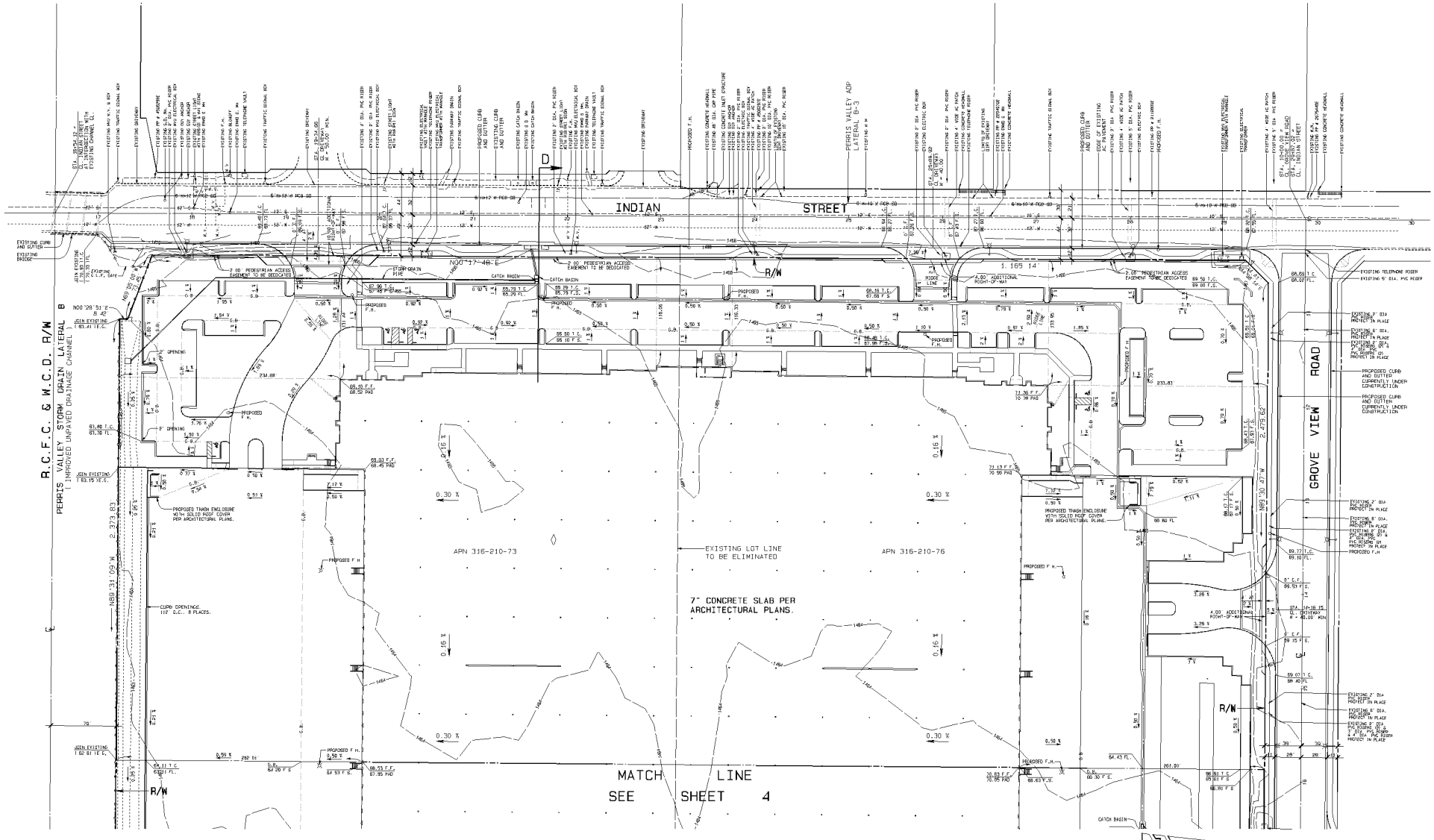

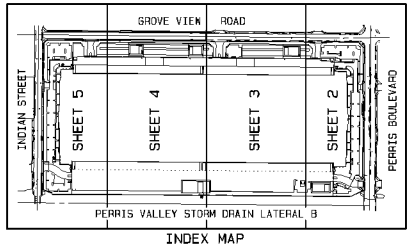

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CITY OF MORENO VALLEY

CONCEPTUAL GRADING PLAN

LOTS 25, 26, 31 & 32, BLOCK 1
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DESIGN R.A.B.	ROBERT A. BEBENSEE, P.E. C.E. 853 North Central Avenue Upland, CA 91786 (909) 946-1122	PLOT DATE 12-22-09
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CHECKED	Robert A. Bebensee	SHEET 5 OF 5
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REGISTERED PROFESSIONAL ENGINEER ROBERT A. BEBENSEE No. 22877 (Exp. 12-31-11) CIVIL STATE OF CALIFORNIA

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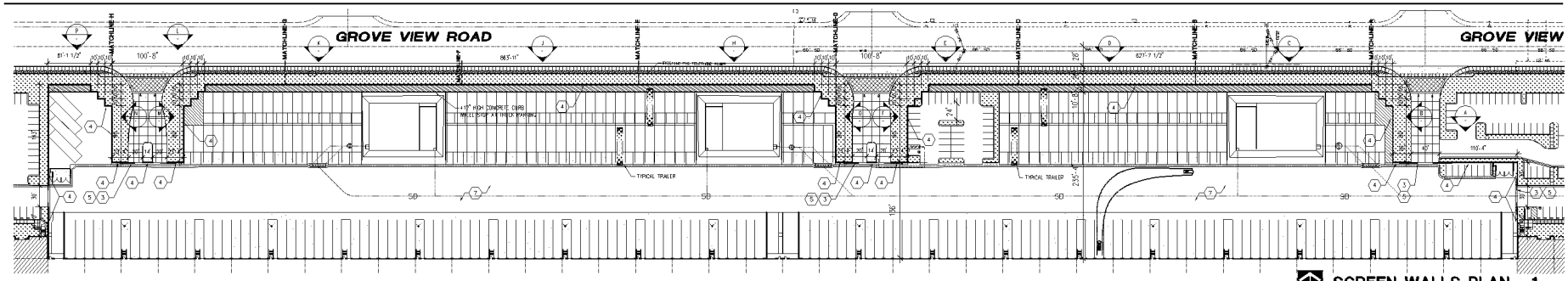

SCREEN WALLS PLAN - 1

SCALE: 1" = 60'-0"

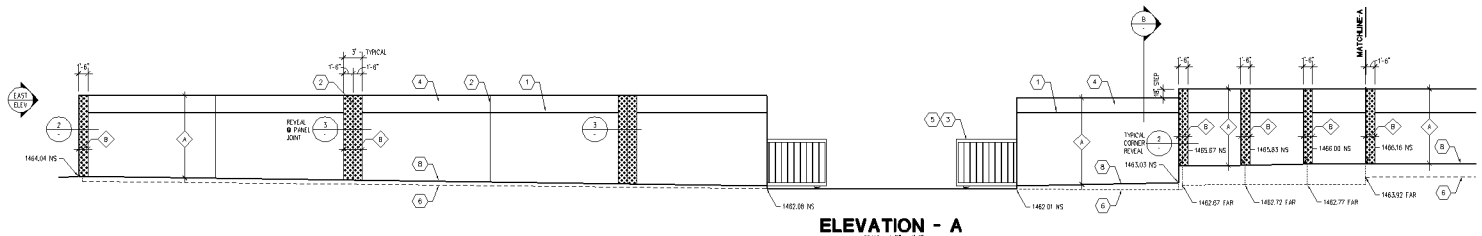

ELEVATION - A

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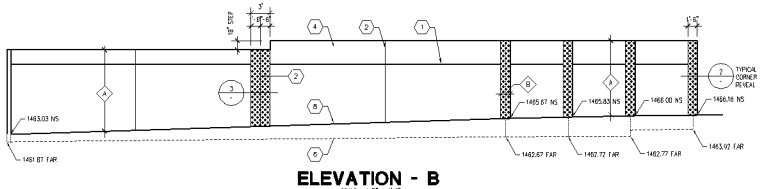

ELEVATION - B

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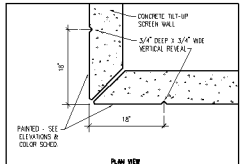

CORNER REVEAL DETAIL - 2

N.T.S.

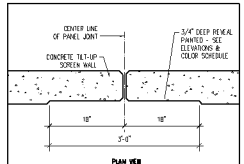

REVEAL DETAIL - 3

N.T.S.

KEYNOTES:

1. 2 IN. WIDE X 3/4 IN. DEEP REVEAL. PAINTED; TYPICAL
2. PANEL JOINT
3. TUBULAR STEEL ROLLING GATES – SEE SEE NOTE BELOW
4. CONCRETE TILT UP SCREEN WALL, HEIGHTS VARY DUE TO GRADES – REFER TO CIVIL PLANS
5. GATE IN OPEN POSITION
6. FAR-SIDE (FAR) GRADE OR FINISH SURFACE – SEE CE-PLANS
7. A.C. PAVING – SEE CE- PLANS
8. NEAR-SIDE (NS) GRADE OR FINISH SURFACE – SEE CE-PLANS

EXTERIOR COLORS:

- A DUNN EDWARDS #DE6143 "ALMOND LATTE" ..... (FIELD)
- B DUNN EDWARDS #DE6145 "ROCKY RIDGE" (BASE / CAP)

GATES AND FENCES NOTES:

- 8-FOOT HIGH MINIMUM STEEL ROLLING GATES AND ITS HARDWARE, MANUALLY OR ELECTRICALLY OPERATED SHALL BE DESIGNED TO WITHSTAND 90 MPH WIND LOADS IN THE OPEN AND CLOSED POSITION.
- THE STEEL ROLLING GATES CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AND STRUCTURAL CALCULATIONS SIGNED BY A LICENSED CALIFORNIA STRUCTURAL ENGINEER FOR THE ENTIRE GATE OPERATION, TO THE APPROVAL OF THE BUILDING, FIRE AND PLANNING DEPARTMENTS AND OBTAIN THE REQUIRED PERMIT PRIOR TO START ANY WORK IN THE FIELD.
- PROVIDE FIRE DEPT. APPROVED 'KNOX-LOCKS' AS REQUIRED.
- THESE SAME NOTES APPLY TO THE TUBULAR STEEL AND CHAIN-LINK FENCES.
- ROLLING GATES TO BE ELECTRICALLY OPERATED AT LOCATIONS WHERE THE CITY REQUIRES THEM TO BE SELF CLOSING.
- RKZ INC. IS NOT RESPONSIBLE IN ANY WAY FOR THE GATES, AND FENCES DESIGN AND CONSTRUCTION AND OPERATION. INFORMATION FOUND TO HAVE EFFECT ON THESE CONSTRUCTION DOCUMENTS SHALL BE CONSIDERED CONCEPTUAL ONLY.

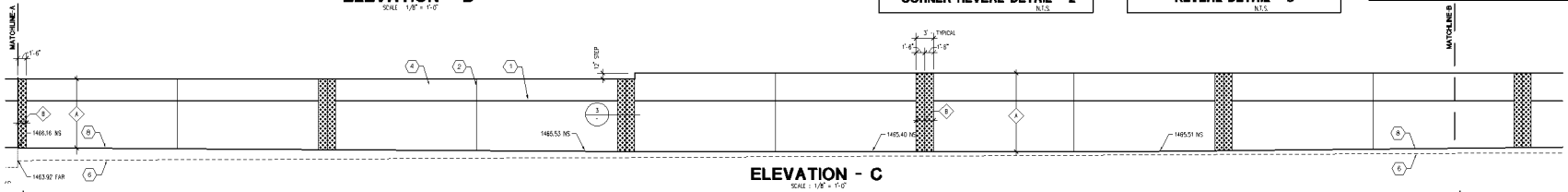

ELEVATION - C

SCALE : 1/8" = 1'-0"

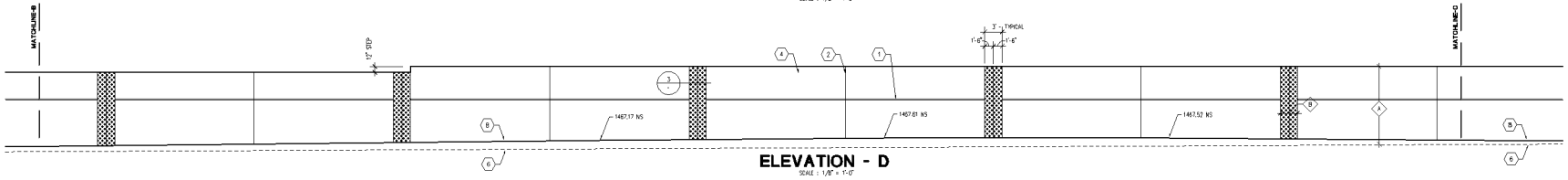

ELEVATION - D

SCALE : 1/8" = 1'-0"

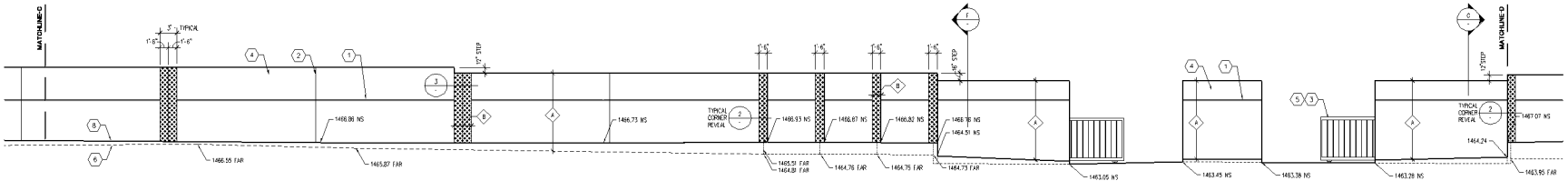

ELEVATION - E

SCALE : 1/8" = 1'-0"

ARCHITECTURE LAND PLANNING
rkz architects, inc.
3002 DOW AVENUE SUITE 225
TUSTIN, CALIFORNIA 92780
PH. 714.731.1140 FAX: 714.731.1080
www.rkzinc.com

OWNER/DEVELOPER:
VOGEL ENGINEERS, INC.
300 PASEO TESORO
WALNUT, CA 91789-2791
PHONE: 909 598-7065
FAX: 909 598-2917

VIP MORENO VALLEY

17777 PERRIS BOULEVARD
17700 INDIAN STREET
MORENO VALLEY CALIFORNIA 92551

VIP
VOGEL INDUSTRIAL PARK
MORENO VALLEY CA

REVISIONS
CONSTR.
BID
PLAN CHECK
DRAWN 10-16-08
JOB NO. 08-26

SHEET NAME
SCREEN WALL PLANS AND ELEVATIONS

SHEET NO.
A-5
OF SHEETS

08-26A5.dwg / 07.02.12 / 15:37

PROJECT #PA09-0004 & PA09-0012

MV00178473

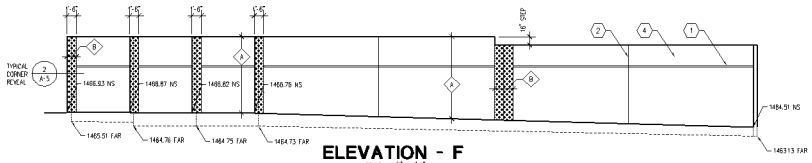

ELEVATION - F

SCALE : 1/8" = 1'-0"

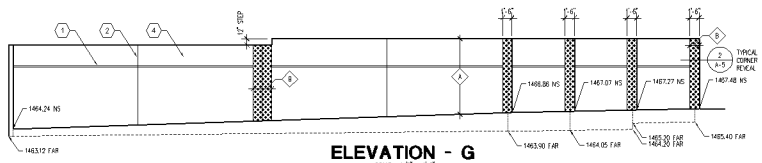

ELEVATION - G

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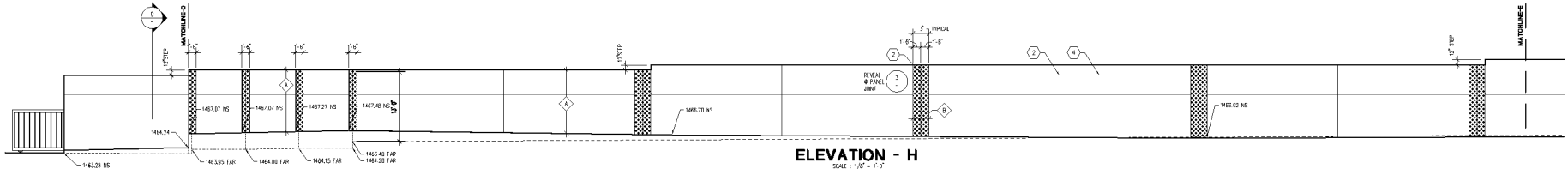

ELEVATION - H

SCALE : 1/8" = 1'-0"

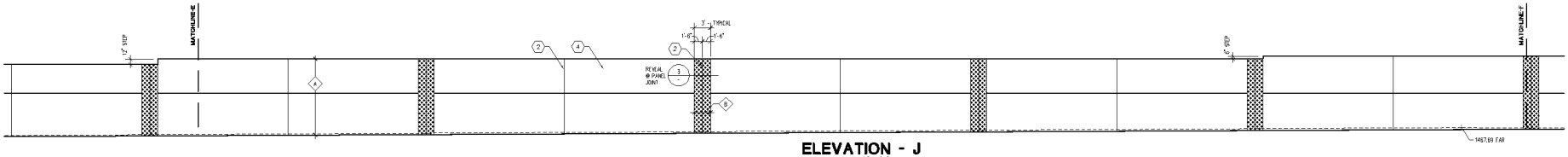

ELEVATION - J

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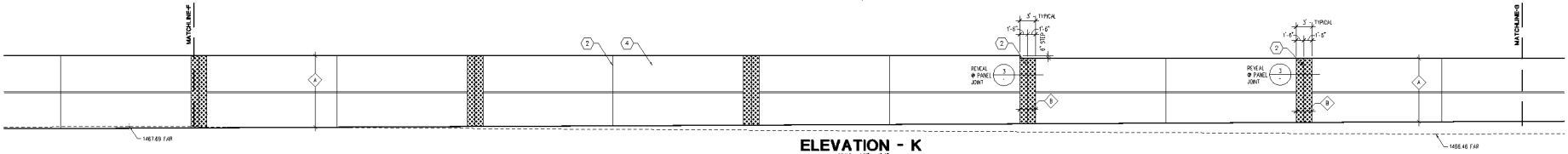

ELEVATION - K

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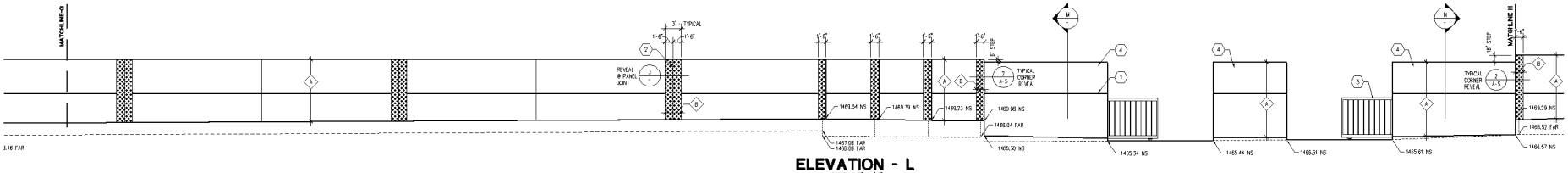

ELEVATION - L

SCALE : 1/8" = 1'-0"

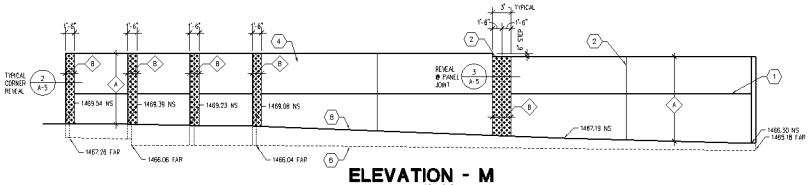

ELEVATION - M

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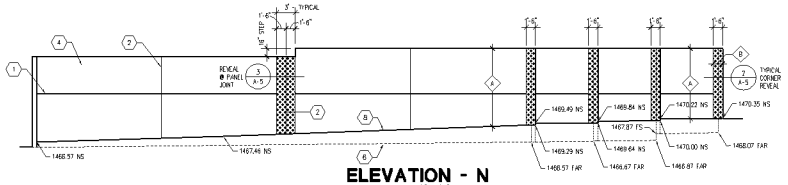

ELEVATION - N

SCALE : 1/8" = 1'-0"

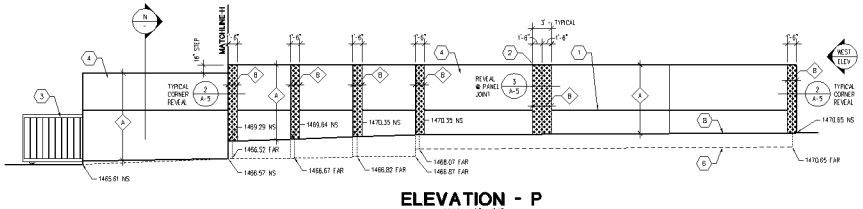

ELEVATION - P

SCALE : 1/8" = 1'-0"

EXTERIOR COLORS:		KEYNOTES:
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		5 GATE IN OPEN POSITION
		6 FAR-SIDE GRADE OR FINISH SURFACE - SEE CE-PLANS
		7 A.C. PAVING - SEE CE- PLANS
		8 NEAR-SIDE GRADE OR FINISH SURFACE - SEE CE-PLANS

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VIP
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MORENO VALLEY CA

REVISIONS
CONSTR.
BID
PLAN CHECK
DRAWN 10-16-08
JOB NO. 08-26

SHEET NAME
SCREEN WALL PLANS AND ELEVATIONS

SHEET NO.
A-6
OF SHEETS

08-26A5Z.dwg / 07.02.12 / 15:38

PROJECT #PA09-0004 & PA09-0012

MV00178474

VIP Moreno Valley Project

Legend

- Highways
- Parcels
- Roads
- March Installation Area
- Waterbodies
- Sphere of Influence
- Ortho Photography

City Boundaries

- Calimesa
- Moreno Valley
- Perris
- Riverside

Powered By GeoSmart.net

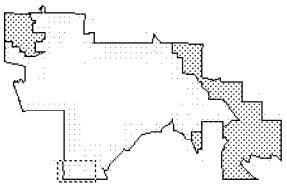

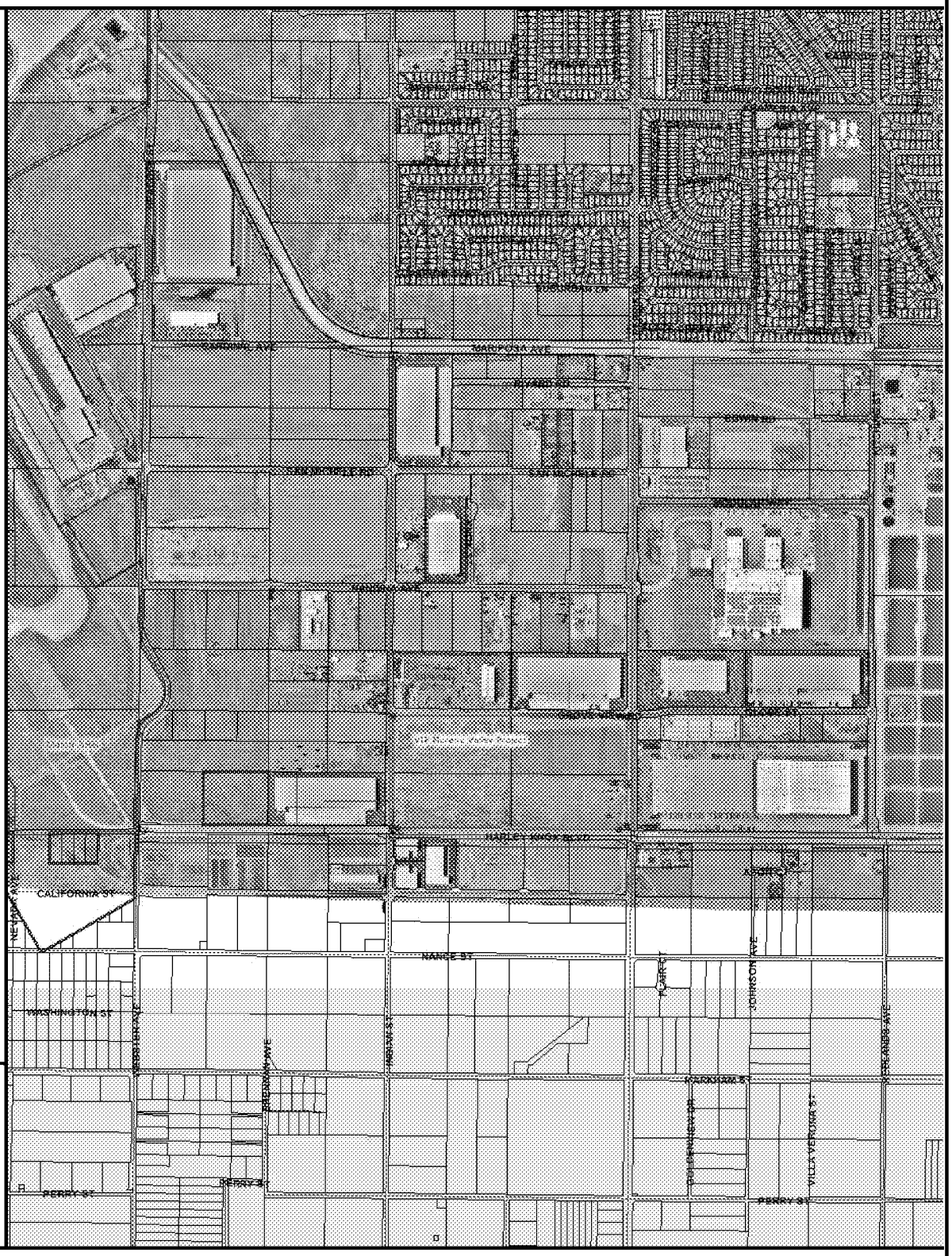

City of Moreno Valley
14177 Frederick St
Moreno Valley, CA 92553

DISCLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.

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MORENO VALLEY
WHERE DREAMS SOAR

SAN GORGONIO CHAPTER

4079 Mission Inn Avenue
Riverside, CA 92501
(951) 684-6203 Fax (951) 684-6172
Membership/Outings (951) 686-6112

Regional Groups Serving Riverside and San Bernardino Counties:
Big Bear, Los Serranos, Mojave, Moreno Valley, Mountains, Tahquitz.

Moreno Valley Planning Commissioners, July 11, 2012

Re: VIP Final EIR

The Sierra Club appreciates this opportunity to express some additional concerns about the VIP warehouse Final EIR. When is this City going to require these projects to also write everything in Spanish to allow many who feel disenfranchised within our community to participate in the public review process? Based on our last census this needs to be done and this includes notices as well as holding meetings in which all feel they can participate in their language as is done with the MVUSD. (http://topics.nytimes.com/top/news/science/topics/globalwarming/index.html) provides several links as well as articles of which are now all part of the public record and shows we are all responsible for this last year of record heat in the US. This is even more true for decision makers like yourselves which approve projects that you know will have a detrimental impact on our region and the climate. The other thing I wish Moreno Valley decision makers would realize is that warehouse jobs or any jobs within 1,500 feet of warehousing is going to jeopardize the health of the worker. You might be better to encourage a family member to begin smoking than to begin breathing in toxic diesel truck emissions for 8 hours each day as a warehouse worker. The City should make a condition of approval that all employees of the VIP warehouse sign a letter-- written in English/Spanish-- warning them of the potential health hazards of working so near toxic diesel pollution.

You should require all warehouses to have their roofs covered with solar and at the very least built to a standard which would support future installation of solar panels. Allowing projects to simply say they will purchase renewable energy is not being a responsible decision maker. They are beginning to cover important areas of our desert with industrial solar farms and transmission lines because we are not requiring

warehouses to install these panels. They could supply more energy than they need and sell it back to Edison for a profit.

The Sierra Club does not believe Greenhouse Gas emissions and Climate Change have been reduced to "less than significant".(p159) This is especially true because of all the "Encourage the use" phrases used throughout this section as well as "who will consider the following" and "where feasible". These and other less than genuine phrases used throughout the VIP Final EIR try to give the impression that they are going to do something, but in reality there are no teeth in these phrases to require anything.

The City of Moreno Valley needs to replace the phrase of exceeding "the 2008 California Building Codes (CBC) Title 24 energy standard" with exceeding the "current" California Building Codes Title 24 energy standards "at time of construction". The 2010 edition of the California Building Standard Code (Title 24) became effective January 1, 2011. The three year cycle of California building efficiency Standards have already gone through public hearings in the first half of 2012 and we will soon have the 2013 California Building Energy Efficiency Standards. These are the standards in which they need to exceed by 20% and not those which will be four or five years old at the time of construction. Have you ever checked with our city to see who has the expertise to validate that these standards have been exceeded by 20% and checked their efforts on previous projects.

The Planning Commission needs to read or hopefully reread the concerns and suggestions in the letters submitted by Ray Johnson and George Hague to the VIP's Draft EIR. Then require more of their suggestions of this massive warehouse project to help reduce the environmental and health impacts on Moreno Valley as well as the region. Suggestion like requiring Tier III construction equipment instead of Tier II as this developer wishes to use. It is time this city works to protect the air quality we all breath and of which we have no choice. Smart Way carriers of 1.25 needs to be the goal of 90% for long haul trips carried by Smart Way if this project is serious about reducing its environmental impacts instead of the lower 1.00.

The Justin Adam Ag report fails to analyze the impacts of losing Ag lands on Raptor foraging. We live in a world renown valley for its 25 species of raptors. Every time we lose lands like these we impact these special

animals. His report also failed to analyze the impacts of importing foods on Green House Gas, Global Warming and Air Quality instead of us buying locally raised crops. The loss of these Prime farmlands must be mitigated as should the other important farmlands. James Adams Ag report does point out that occupations in the Agricultural areas in the Inland Empire ranks fifth out of seven categories for the number of workers employed (Figure 4.6). It therefore is still an important area of employment. It always bother me when studies present graphs like those in figure 4.5 which may have correct information, but uses the bar graph to distort the significance of 15,000 acre feet.

The Sierra Club believes significantly more needs to be required of this project to make it have less of an impact on both the environment and health of those in the Moreno Valley region. The direct, indirect and cumulative impacts can be further reduced with the proper conditions of approval. Even the County of Riverside would require this project to build a Silver LEED certified building. When is the City of Moreno Valley going to rise to the needs of its residents. Last Fall the City of Riverside approved a warehouse with a Gold LEED certified building only a few miles from this site along Alessandro Blvd.

Please keep the Sierra Club informed of all future meetings and documents related to the VIP Moreno Valley warehouse project by emailing me at the address which sent you this letter and/or mailing me at the address below.

Thank you,

George Hague
Sierra Club
Moreno Valley Group
Conservation Chair

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July 12, 2012

Moreno Valley Planning Commission
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Facsimile: (951) 413-3210

VIA FACSIMILE AND US MAIL

RE: Vogel Industrial Park (VIP) Moreno Valley Project: July 12, 2012 Public Hearing Item 1, P11-090, PA09-0004, and PA09-0022, TPM 36162

Greetings Planning Commissioners:

On behalf of the Sierra Club, Moreno Valley Group, and Residents for a Liveable Moreno Valley we hereby submit these comments on the VIP Moreno Valley Project, Plot Plan and Tentative Parcel Map for development of a 1.6 million square foot warehouse facility on 80 acres. (PA09-0004, PA09-0012, TPM No. 36162) Johnson & Sedlack hereby incorporates all comments previously submitted on behalf of Sierra Club and Residents for a Liveable Moreno Valley concerning this project.

We respectfully ask that you disapprove this project. As discussed in the comment letter submitted June 1, 2012, the EIR is inadequate as it fails to comply with the requirements of CEQA by inadequately analyzing impacts pertaining to, at least, air quality, aesthetics, biology, cultural resources, geology, hydrology, GHGs, and transportation, among others. The EIR fails to adopt all feasible mitigation measures and ensure that mitigation measures are fully enforceable through permit conditions, agreements, and/or othe legally biding instruments. (State CEQA Guidelines § 15126.4(a)(2)). Despite extensive commentatry that not all feasible mitigation was adopted and that mitigation was vague, uncertain, and unenforceable, the FEIR fails to make needed changes to these measures.

The Final EIR (FEIR) fails to make ***any*** substantive changes despite extensive commentary received that, at least, several of the studies in the Draft EIR (DEIR) were outdated or inadequate. Additionally, the FEIR, Mitigation Monitoring and Reporting Program, Resolutions (including Mitigation Monitoring Program and Conditions of Approval) before the Planning Commission do not accurately reflect the alleged changes in wording of mitigation measures as stated in the Responses to Comments. The conclusions and findings expressed in the FEIR made

based upon the assumption that these changes are incorporated are therefore wrong and not based on the project. Should the Planning Commission determine to approve the project in spite of these extensive comments in opposition to the project and detailing deficiencies with the EIR, it is inappropriate to approve the project so where the FEIR does not accurately discuss, evaluate, and mitigate the project as it is presented for approval.

Having failed to make any substantive or substantial changes in the FEIR, the comments previously submitted by all commenters remain valid and the FEIR continues to fail as an informational document and fails to inform the public and decisionmakers of the real impacts of this project. The Final EIR is also very conclusory and fails to provide the analysis and examination required by CEQA to inform the public and decision makers of the analytical pathway taken from facts to conclusions. The Responses to Comments also often allege facts which are not supported by any evidence in the record. Generally, the findings are not supported by substantial evidence in the record and, as stated above, are not based on the project and mitigation measures as being submitted for consideration before this commission.

CEQA also requires that where feasible mitigation exists which can substantially lessen the environmental impacts of a project, **all feasible mitigation** must be adopted. This project's Mitigation Monitoring and Reporting Program lists many feasible mitigation measures but fails to require the implementation of these measures or drafts such mitigation in an utterly unenforceable manner. This is unacceptable and misleading to the public and decisionmakers as to the extent of mitigation required of this project.

This project fails to make adequate findings, *based on substantial evidence* that the environmentally superior alternative is infeasible. In fact, the environmentally superior alternative satisfies most, if not all project objectives and significant reduces project impacts, particularly with regards to air quality in an area known to have some of the worst air quality in the nation. At the least, the environmentally superior alternative must be implemented in lieu of the project.

Findings

The findings required under CEQA cannot be made with respect to this project. Not all significant effects of the project have been eliminated or substantially lessened.

Statement of Overriding Considerations

CEQA Guidelines § 15093 (b) provides that when the agency approves a project which will result in the occurrence of significant effects which are identified in the final EIR, but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action based on the final EIR and/or other information in the record. The decision to approve a project in spite of significant environment impacts requires the decision-making agency to balance the economic, legal, social, technological, or other benefits of a proposed project against its unavoidable environmental risks. (Guidelines § 15093(a).) However, the Statement of

Overriding Considerations ("SOC") shall be supported by **substantial evidence** in the record. (Id.) In *Sierra Club v. Contra Costa County* (1992) 10 Cal.App.4th 1212, 1222, the court said: "Whereas the [mitigation and feasibility] findings … typically focus on the feasibility of specific proposed alternatives and mitigation measures, the statement of overriding considerations focuses on the larger, more general reasons for approving the project, such as the need to create new jobs, provide housing, generate taxes, and the like."

Substantial evidence in the record does not support the adoption of a statement of overriding considerations given the immense environmental harm expected with the project balanced with minimal economic benefits. The EIR finds that the project would, "add jobs resulting from the development of the industrial uses to the City, with the potential to minimize the VMT traveled within the project site and community." This potential is countered by recent industrial/ distribution projects within Moreno Valley which have utterly failed to create the promised jobs. On the other hand, this project will have massive and detrimental impacts to, *at least*, air quality, traffic, agriculture, and greenhouse gas emissions. These enormous detriments cannot be outweighed by the promise of jobs which are uncertain, unlikely, and few. A Statement of Overriding Considerations is not supported for this project.

Cumulative Impacts

Response to Comment E-10 acknowledged that the World Logistics Project was only considered in determining certain cumulative impacts, not all cumulative impacts. Those impacts which for which the World Logistics Project was apparently not considered include, but are not limited to: traffic off of the highway mainline, noise, aesthetics, biology, and hydrology/water quality, among others. The EIR fails as an informational document by failing to consider cumulative impacts from the World Logistics Project in each of these areas of the EIR.

Aesthetics

The project improperly segments approvals by failing to consider potential environmental impacts from the project's signs in the EIR. Instead, the staff report states that, "signs will be reviewed and approved under (sic) separate administrative permit." (*See also,* Condition of Approval P20 for PA 09-0004) Hence, by failing to consider the whole of the project including signage, the EIR fails to comply with CEQA.

In prior comments, we noted that the EIR fails to discuss lighting impacts on nighttime views. In the response to comments, the FEIR still fails to respond to or discuss this potential effect, instead re-stating the conclusions of the Draft EIR.

Agricultural Resources

The Response to Comments states that the purchase of agricultural conservation easements is economically infeasible on the basis that the "General Plan does not include any agricultural designations; therefore mitigation for the loss of [it] is not required" and because it would not replace or provide new farmland. This does not demonstrate economic infeasibility of this mitigation measure.

Comments E-7 and E-8 recommend mitigation for agricultural impacts in the form of donating to the Riverside Land Conservancy or San Jacinto Basin Resource Conservation District. The responses to these comments does not find such mitigation to be infeasible but instead generally fins other mitigation measures not recommended by the commenter to be infeasible. As the EIR does not find these measures specifically to be infeasible, the measures must be deemed feasible and incorporated as mitigation for the project's significant agricultural impacts. Furthermore, the responses to the comments were unresponsive to the comments made.

Air Quality

The project will result in extensive and unavoidable impacts to air quality during construction and operation.

The Final EIR states that many of the mitigation measures recommended by Johnson & Sedlack in its previous comments are "included" or have been "incorporated" into the mitigation required of the project in the EIR. First, these measures are not enforceable or required of the project. Instead, they are to be *considered*, *written on signs,* or listed as one of several alternatives that may or may not even relate to the actual mitigation required of the project. The FEIR therefore fails as an informational document by misleading the public and decision-makers as to the extent of mitigation incorporated into the project. The FEIR also fails by failing to incorporate all feasible mitigation and/or failing to find such measures to be infeasible. Some examples of these instances, though not all by far, are listed below.

Furthermore, the mitigation measures stated to be added or changed in the FEIR have not all been so amended in the FEIR, Resolutions, or Mitigation Monitoring and Reporting Program, for the project. The FEIR does not accurately reflect project impacts if these Resolutions are passed approving the project where they do not represent the project as evaluated in the FEIR.

Mitigation measure 4.2.6.1D regarding cessation of all clearing, grading, earthmoving, or excavation activities states that verification will only occur during grading. Verification should occur during grading and construction.

Mitigation measure 4.2.6.1H states that the contractor shall *during smog season* not allow construction equipment to be left idling for more than five minutes. The EIR fails to show that it is infeasible to so limit idling year round, particularly where existing air quality in the project vicinity generally exceeds state and federal air quality standards for Ozone, Coarse Particulate Matter (PM10), and Fine Particulate Matter (PM2.5). Not all feasible mitigation has been required to reduce air quality impacts.

MM 4.2.6.1K does not require any mitigation, only that "construction specifications and bid documents" include "notations." The statements in the Response to Comments at pages 63-69 that measures are already included within this mitigation measures are therefore false as such measures are not required to be applied to/ incorporated into project construction and are unenforceable, contrary to the statement at Response to Comment D-37.

MM 4.2.6.1L does not provide any requirement for the community liaison to respond promptly or in a timely manner. This must be required to ensure that construction related air quality issues are timely resolved.

Mitigation Measure 4.2.6.1M only requires the posting of signs but does not require compliance with the measures delineated on the signs. The measure is illusory. Recommended mitigation measure 24, at FEIR response to comments page 66, is not included in the EIR or mitigation required of this project.

MM 4.2.6.1R states that measures "should" be taken. Such language makes the measure unenforceable, and the mandatory "shall" must replace "should" in this measure.

MM 4.2.6.3A lists many feasible mitigation measures but fails to *require* the implementation of those measures or find that requiring the implementation of each of the listed measures is infeasible. Instead, the measure requires only that the project exceed Title 24 requirements by 20%. Many of the listed alternatives would not even be used in determining Title 24 compliance, as they relate to mobile emissions and not building emissions, and are therefore illusory mitigation. By failing to require all feasible mitigation and failing to accurately detail the mitigation required of the project, the EIR fails. The FEIR, Mitigation Monitoring and Reporting Program detailed in the FEIR, and the Resolutions also fail to make the changes stated to be made to this mitigation measure in the response to comments. The Statement "Any combination of design features including but not limited to the following list may be used…" has not been replaces as stated in the FEIR and responses to comments. The EIR fails as an informational document by claiming to have made these changes where, in fact, they have not been made.

The response to comments at p. 64-65, concerning the recommended mitigation measure 13, fails to provide evidence supporting a finding of infeasibility for limiting the simultaneous disturbance of the site to 5 acres per day. The threshold of significance for emissions from grading including dust and vehicular emissions are measured based on lbs/day, so while emissions may not necessarily be reduced, they may in fact be reduced *below a level of significance* by prolonging the grading period. These numerical thresholds do not account of whether there are "sensitive receptors located in close proximity to the project site that would be affected by the dust" as air quality impacts effect more than just nearby residences. The FEIR fails by not incorporating this feasible mitigation measures where it may significantly reduce or avoid some construction air quality impacts based on the thresholds adopted for determining the significance of such impacts.

Recommended mitigation measure 23, at page 66 of the FEIR is not included as stated. The project rather only requires that CARB certified Tier II or better equipment be utilized "where feasible" not that only CARB certified equipment be used for construction activities. The FEIR thus falsely states that this recommendation is included in the project.

The Response to comments states that the project has the potential to reduce VMT. An EIR, however, is intended to evaluate a worst cast, not a best case, scenario of project effects. Regardless of potential reductions which are "virtually impossible to calculate."

As stated in Response to Comment D-38, **mobile source emissions exceed the threshold of significance by up to 1,700%,** yet the EIR makes only a miniscule attempt at mitigation that is almost entirely directed at reducing emissions from the building/stationary sources.

The changes stated to be made in the response to comment section of the FEIR, such as the change stated at Response to Comment D-38, D-39, D-42, D-43, etc. concerning Mitigation Measure 4.2.6.3A has not been incorporated into the Mitigation Monitoring Plan of the Resolution being presented to the City. The FEIR therefore fails as an informational document by stating that changes have been made to the project but failing to actually making those changes.

Response to Comment D-39 is unresponsive to the comment made. The comment noted that the incorporation of measures related to mobile emissions will not aid in reduction of emissions 20% below Title 24 standards, and are therefore illusory measures that will not be used and will not achieve the stated result. The response that the City has no control over vehicle emissions does not respond to this comment made.

Response to Comment D-45 still does not respond to or make the changes requested in Johnson & Sedlack's previous letter that each of the measures listed at MM 4.2.6.3A be specifically required for the project, but only that the project demonstrate that Title 24 Energy Efficiency Standards be exceeded by a minimum of 20%. It is false to state that the suggested mitigation measures at Response to Comment D-45 are included as mitigation where they are not actually and specifically required for the project. Many, as commented at D-45, are not even alternatives that may be used to meet or exceed Title 24 standards.

Response to Comment D-45 also states that recommended mitigation 22-23 have been incorporated, but not so. MM 4.3.6.1B requires only that, "The landscaping plan shall be prepared by a registered landscape architect who will *consider*" the recommended mitigation, not that the measures actually be required of and incorporated into the project. MM 4.3.6.1B is vague and unenforceable, and the FEIR is deceiving by stating that these measures have been incorporated into the project.

Response to Comment E-4 states that building the roof to accommodate solar panels has been required as project mitigation. Not so, as MM 4.2.6.3A only requires that the project surpass 2008 Title 24 standards by 20% however achieved. The mitigation has not been incorporated in a manner that ensures that it is fully enforceable and will actually be implemented as a condition of development as required by CEQA. Comment E-5 notes that this "cafeteria list of mitigations" shows that more can be done to mitigate for project impacts to air quality. The response to Comment E-5 does not respond to the comment made.

Response to Comment E-6 does not respond to the comment made and does not find infeasible the suggested mitigation to require 90% of off-road construction equipment to meet Tier III standards. This mitigation must be incorporated as it is not determined by the FEIR to be infeasible.

Response to Comment E-16 states that the mitigation suggested is required. Again, this is false and mitigation measure 4.2.6.1K requires only that "notations" be made in documents, and 4.2.6.3A requires only that the project exceed Title 24 by 20%.

Biological Impacts

Response to Comment E-21 is unresponsive to the comment made and does not state whether the site will or will not be disked prior to the burrowing owl surveys.

Cultural Resources

Response to Comment D-49 is unresponsive to the comment made. Johnson & Sedlack asked over what portion of the project site reaching the maximum excavation depth would result in no further monitoring? 100% of the project site? Or only 1% of the project site? If no fossils are found upon reaching maximum excavation depth over only a small portion of the project site and monitoring is then discontinued, it is possible or even likely that fossils may still be found and harmed across the remainder of the project site at less than the maximum excavation depth. MM Cul-1 is vague in this way. The measure must clarify that monitoring may be discontinued only once the maximum excavation depth is reached in 100% of the area to be excavated across the project site. Cul-1 remains unaltered in the Mitigation Monitoring Program at Resolution 2012-16 and the Conditions of Approval at Resolution 2012-17, despite changes alleged in the FEIR.

Geology and Soils

MM Geo-1 defers mitigation and evaluation of project impacts as, "the above measure may be modified by the Final Geotechnical or Soils Report." It is therefore not demonstrated that the required mitigation will reduce impacts to a level below significance; further mitigation may be needed.

MM Geo-2 is deferred, vague, and unenforceable. Specifically, such mitigation requires that the project proponent "inform" engineers, architects, owner, maintenance personnel, and other interested parties of the Expansive Soil Guidelines provided in the geotechnical analysis and that such guidelines "shall be implemented…in the applicable design guidelines." The Expansive Soil Guidelines must be directly included and implemented in the project's grading plans to ensure implementation and enforceability.

GHGs

Johnson & Sedlack reiterates its comments that the project will have significant individual impacts to GHGs, not merely cumulative impacts, for the reasons previously stated.

Response to Comment E-3 is unresponsive to the comment made that LEED Gold certification should be required in order to mitigate for project effects. The EIR fails to find infeasible requiring LEED Gold certification as a mitigation measure.

Responses to Comments E-49- E51 state that many mitigation measures are incorporated or included in the project mitigation measures. This is untrue where such measures including 4.2.6.3A fail to require that each of the listed measures actually be required of the project; 4.3.6.1A merely requires compliance with the law that the project comply with Title 24; 4.3.6.1B requires only *encouragement* which is utterly unenforceable; 4.2.6.1K requires only "notations"; etc. The measures recommended by the Comments have not been incorporated into the project in a certain and enforceable manner as required by CEQA.

Response to Comment E-54 finds carbon offsets to be infeasible but fails to state a valid reason for that finding. Bases for finding mitigation infeasible include that specific economic, legal, social, technological, or other considerations make infeasible such mitigation. (State CEQA Guidelines § 15091) Here, the EIR finds carbon offsets to be infeasible not because of any of these considerations but because they have not previously been required and because they require a well performing program. This does not demonstrate that carbon offsets are *infeasible,* that is, not capable of being accomplished in a successful manner within a reasonable period of time taking into account economic, environmental, legal, social, and technological factors. (State CEQA Guidelines § 15364) As the FEIR fails to demonstrate that carbon offsets are infeasible pursuant to CEQA, they must be required as mitigation measures for the project.

Response to Comment E-54 goes further to suggest that GHGs can never be reduced or mitigated. This is contrary to CEQA which specifically provides for mitigating the effects of GHG emission. (*See,* State CEQA Guidelines § 15126.4 (c).) The response goes far beyond the limits of CEQA as well by claiming that any energy consumption reduced by this project through the purchase of carbon offsets will somehow result in increased energy consumption and GHG emissions overseas in developing countries such as China or sub-Saharan Africa. These claims are also unsupported by *any evidence* in the EIR and are *highly speculative,* to say the least. Again, as any finding of infeasibility with regards to the purchase of carbon offsets is not based on fact or the CEQA definition of feasible, this mitigation measure must be required of the project.

Hydrology and Water Quality

Condition of approval LD7 defers mitigation by requiring that a drainage study be prepared and submitted. Condition LD37 requires that the hydrology study come to a specific conclusion that the 10-year storm flow be contained within the curb and a 100-year storm flow be **contained within the street**, or additional facilities may be needed. In other words, LD 37 requires that hydrological impacts be evaluated after project approval and potentially that additional mitigation measures will be needed to reduce impacts. Furthermore, LD 37 contemplates the use of the street for drainage purposes. Allowing for the flooding of the street for project-related drainage is a potentially significant drainage impact that was wrongly not considered, disclosed, or evaluated in the EIR.

Even with the change in wording allegedly made at MM Hyd-5, the measure improperly defers mitigation and evaluation by deferring the preparation of a drainage report.

Noise

MM 4.9.6.1D is vague as it requires that the contractor limit construction related activities that would result in "high" noise levels without defining what level would be considered "high". Furthermore, as mentioned in previous letters, limiting the hours of construction will not mitigate for impacts from noise during those hours.

Response to Comment D-65 states that the EIR did not use a 3dBA increase as a threshold of significance. This is contradicted by the response and EIR which each demonstrate that the EIR looked to whether a 3 dB increase occurred.

With regards to Response to Comment D-68 concerning the use of "hard site" versus "soft site" scenarios, while increases in noise may not change, exceedences of the City's noise standards may be increased/ significant if the hard site scenario is instead utilized.

Response to Comment D-69 claims that an increase in trucks from the project, around a 3.25 to 7.5 percent increase in cumulative traffic volumes along area roadways, would not affect the findings of the noise impact analysis even though the analysis does not consider higher truck percentage of vehicle mix. This conclusion is unsupported by either the response or the record.

Response to Comment D-70 is unresponsive to the comment made, which states that the noise impact is significant where noise levels exceed noise standards and the project would result in a further exceedence of that standard and an increase in ambient noise where such noise is significant. Johnson & Sedlack also restates its prior comment that the proper measure of noise impacts is taken at the property line.

Response to comment D-74 is misleading as it insinuates that no sensitive receptors will be impacted by project construction. Furthermore, whether or not 1987 documents concerning noise provide a "conservative" estimate of noise levels, noise impacts as stated in the EIR are highly likely to be incorrect as the relied upon numbers are far outdated. The EIR fails as an informational document.

As the EIR's noise analysis remains flawed and impacts must therefore be considered potentially significant, the mitigation measures suggested at comment D-76 must be implemented for the project.

Public Services

Condition of Approval F2 states that the City has granted a 50% reduction in fire flow for the use of fire sprinklers throughout the facility. There is no explanation of why this variance was

granted or evidence supporting a conclusion that this will not impact public safety. The EIR thus fails as an informational document.

Transportation

Response to Comment E-12 is unresponsive to the comment made that the project fails to mandate that only the "primary truck route" of Harley Knox Boulevard to the west be used so that trucks will not pass by a school. While this may be the primary truck route, the EIR does not claim or show that it is the only truck route which may be used. Comment E-12 asks for details on how the project will enforce use of only the Harley Knox Boulevard to the west truck route in order to avoid passing by schools. The EIR fails to do this, and therefore fails to provide needed information to the public and decisionmakers. Furthermore, a condition or mitigation measure must be placed on the project to require that only the "primary truck route" be utilized as this was apparently the only route evaluated by the EIR.

Response to Comment E-18 is unresponsive to the comment made. The table showing average trip lengths does not show the routes which trucks will be taking from the facility on local roadways to get to further away destinations so that the public and decisionmakers are informed of the impacts to local streets. Comments E-18 and E-19 also do not respond to the issue that future impacts beyond 2013(the first year) must be evaluated in the EIR.

As stated at Response to Comment E-20, the EIR does not consider impacts to SR-60, despite the fact that around 10% of truck trips are expected to use this highway. The EIR fails as an informational document by failing to evaluate these impacts. Furthermore, the FEIR again fails to make any substantive changes or undertake any real evaluation as requested by commenters.

Comments F-3 and F-4 by the Department of Transportation state that year 2007 AADT volume data should be used b y the EIR to keep consistency with traffic volume projections, yet the FEIR fails to make this change, relying instead on 2009 projections for some, 2007 for others. It is unclear from the response whether the 2009 CALTRANS AADT volume data represents a worst- case scenario over the 2007 data. Accordingly, by failing to use the 2007 data as recommended by CALTRANS, the EIR fails to provide accurate and consistent information.

Alternatives

With regards to Response to Comment D-92-95, Response to Comment D-92 incorrectly restates the comment made. The Response also creates an entirely new project object of clustered development in a highly dense form without urban sprawl—this objective is *none* of the actual project objectives. Pursuant to the project objectives as written in the EIR, the reduced intensity alternative satisfies most project objectives and reduces project impacts. If any project is approved, the reduced intensity alternative is superior and less environmentally damaging when compared to the project as proposed.

Likewise, Response to Comment D-59 states that the reduced intensity alternative does not meet the objective to "Cluster industrial warehouse uses near efficient access points to the state highway system to reduce traffic congestion on surface streets and to reduce concomitant air pollutant emissions from vehicle sources…" because "reduced-intensity development patterns are in concepts diametrically opposite of the highly dense form of development patterns that are characteristic of clustered development." Again, this conclusory statement fails to apply the project objective above on its own. Would the reduced intensity alternative be near efficient access points? Yes. Are there many "clustered" warehouses including the reduced intensity form of this project near those points, or planned to be near those points? Yes. Nevertheless, a project alternative need only "feasibly obtain most of the basic objectives to the project" which this alternative plainly does. (State CEQA Guidelines § 15126.6) As this alternative is feasible, will significantly reduce project impacts, and will obtain most of the basic project objectives, it must be approved in lieu of the proposed project if approval is granted.

Desired Actions

For the above reasons and those previously submitted, we respectfully ask that you deny the project and deny certification of the FEIR.

Thank you for your consideration of the above comments.

Sincerely,

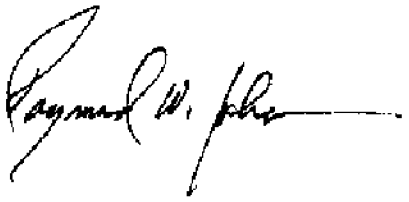

Raymond W. Johnson
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Johnson & Sedlack, an Environmental Law firm representing plaintiff environmental groups in environmental law litigation, primarily CEQA.

City Planning:

Current Planning

- Two years principal planner, Lenexa, Kansas (consulting)
- Two and one half years principal planner, Lee's Summit, Missouri
- One year North Desert Regional Team, San Bernardino County
- Twenty-five years subdivision design: residential, commercial and industrial
- Twenty-five years as applicants representative in various jurisdictions in: Missouri, Texas, Florida, Georgia, Illinois, Wisconsin, Kansas and California
- Twelve years as applicants representative in the telecommunications field

General Plan

- Developed a policy oriented Comprehensive Plan for the City of Lenexa, Kansas.
- Updated Comprehensive Plan for the City of Lee's Summit, Missouri.
- Created innovative zoning ordinance for Lenexa, Kansas.
- Developed Draft Hillside Development Standards, San Bernardino County, CA.
- Developed Draft Grading Standards, San Bernardino County.
- Developed Draft Fiscal Impact Analysis, San Bernardino County

Environmental Analysis

- Two years, Environmental Team, San Bernardino County
  - Review and supervision of preparation of EIR's and joint EIR/EIS's
  - Preparation of Negative Declarations
  - Environmental review of proposed projects
- Eighteen years as an environmental consultant reviewing environmental documentation for plaintiffs in CEQA and NEPA litigation

Representation:

- Represented various clients in litigation primarily in the fields of Environmental and Election law. Clients include:

- Sierra Club
- San Bernardino Valley Audubon Society
- Sea & Sage Audubon Society
- San Bernardino County Audubon Society
- Center for Community Action and Environmental Justice
- Endangered Habitats League
- Rural Canyons Conservation Fund
- California Native Plant Society
- California Oak Foundation
- Citizens for Responsible Growth in San Marcos
- Union for a River Greenbelt Environment
- Citizens to Enforce CEQA
- Friends of Riverside's Hills
- De Luz 2000
- Save Walker Basin
- Elsinore Murrieta Anza Resource Conservation District

Education:

- B. A. Economics and Political Science, Kansas State University 1970
- Masters of Community and Regional Planning, Kansas State University, 1974
- Additional graduate studies in Economics at the University of Missouri at Kansas City
- J.D. University of La Verne. 1997 Member, Law Review, Deans List, Class Valedictorian, Member Law Review, Published, Journal of Juvenile Law

Professional Associations:

- Member, American Planning Association
- Member, American Institute of Certified Planners
- Member, Association of Environmental Professionals

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Principal in the environmental law firm of Johnson & Sedlack. Primary areas of practice are environmental and election law. Have provided representation to the Sierra Club, Audubon Society, AT&T Wireless, Endangered Habitats League, Center for Community Action and Environmental Justice, California Native Plant Society and numerous local environmental groups. Primary practice is writ of mandate under the California Environmental Quality Act.

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Served as applicant's representative for planning issues to the telecommunications industry. Secured government entitlements for cell sites. Provided applicant's representative services to private developers of residential projects. Provided design services for private residential development projects. Provided project management of all technical consultants on private developments including traffic, geotechnical, survey, engineering, environmental, hydrogeological, hydrologic, landscape architectural, golf course design and fire consultants.

San Bernardino County Planning Department
Environmental Team 6/91-8/94
385 N. Arrowhead
San Bernardino, CA 92415
(909) 387-4099

Responsible for coordination of production of EIR's and joint EIR/EIS's for numerous projects in the county. Prepared environmental documents for numerous projects within the county. Prepared environmental determinations and environmental review for projects within the county.

San Bernardino County Planning Department
General Plan Team 6/91-6/92
385 N. Arrowhead
San Bernardino, CA 92415
(909) 387-4099

Created draft grading ordinance, hillside development standards, water efficient landscaping ordinance, multi-family development standards, revised planned development section and fiscal impact analysis. Completed land use plans and general plan amendment for approximately 250 square miles. Prepared proposal for specific plan for the Oak Hills community.

San Bernardino County Planning Department
North Desert Regional Planning Team
15505 Civic 6/90-6/91
Victorville, CA
(619) 243-8245

Worked on regional team. Reviewed general plan amendments, tentative tracts, parcel maps and conditional use permits. Prepared CEQA documents for projects.

Broadmoor Associates/Johnson Consulting
229 NW Blue Parkway
Lee's Summit, MO 64063
(816) 525-6640 2/86-6/90

Sold and leased commercial and industrial properties. Designed and developed an executive office park and an industrial park in Lee's Summit, Mo. Designed two additional industrial parks and residential subdivisions. Prepared study to determine target industries for the industrial parks. Prepared applications for tax increment

financing district and grants under Economic Development Action Grant program. Prepared input/output analysis of proposed race track Provided conceptual design of 800 acre mixed use development.

Shepherd Realty Co.
Lee's Summit, MO 6/84-2-86

Sold and leased commercial and industrial properties. Performed investment analysis on properties. Provided planning consulting in subdivision design and rezoning.

Contemporary Concepts Inc.
Lee's Summit, MO 9/78-5/84
Owner

Designed and developed residential subdivision in Lee's Summit, Mo. Supervised all construction trades involved in the development process and the building of homes.

Environmental Design Association
Lee's Summit, Mo.
Project Coordinator 6/77-9/78

Was responsible for site design and preliminary building design for retirement villages in Missouri, Texas and Florida. Was responsible for preparing feasibility studies of possible conversion projects. Was in charge of working with local governments on zoning issues and any problems that might arise with projects. Coordinated work of local architects on projects. Worked with marketing staff regarding design changes needed or contemplated.

City of Lee's Summit, MO
220 SW Main
Lee's Summit, MO 64063
Community Development Director 4/75-6/77

Supervised Community Development Dept. staff. Responsible for preparation of departmental budget and C.D.B.G. budget. Administered Community Development Block Grant program. Developed initial Downtown redevelopment plan with funding from block grant funds. Served as a member of the Lee's Summit Economic Development Committee and provided staff support to them. Prepared study of available industrial sites within the City of Lee's Summit. In charge of all planning and zoning matters for the city including comprehensive plan.

Howard Needles Tammen & Bergendoff
9200 Ward Parkway
Kansas City, MO 64114
(816) 333-4800 5/73-4/75
Economist/Planner

Responsible for conducting economic and planning studies for Public and private sector clients. Consulting City Planner for Lenexa, KS.

Conducted environmental impact study on maintaining varying channel depth of the Columbia River including an input/output analysis. Environmental impact studies of dredging the Mississippi River. Worked on the Johnson County Industrial Airport industrial park master plan including a study on the demand for industrial land and the development of target industries based upon location analysis. Worked on various airport master plans. Developed policy oriented comprehensive plan for the City of Lenexa, KS. Developed innovative zoning ordinance heavily dependent upon performance standards for the City of Lenexa, KS.

LSA

LSA ASSOCIATES, INC.
1500 IOWA AVENUE, SUITE 200
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CARLSBAD
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IRVINE
PALM SPRINGS

PT. RICHMOND
ROCKLIN
SAN LUIS OBISPO
SOUTH SAN FRANCISCO

MEMORANDUM

DATE: September 10, 2012

TO: Jeffrey Bradshaw, Associate Planner

FROM: Ray Hussey, Project Manager

SUBJECT: VIP Moreno Valley Project EIR

In advance of the scheduled Planning Commission meeting on July 12, 2012 to consider certification of the EIR for the VIP Moreno Valley Project, two letters providing commentary on the Final EIR where submitted to the City. Attachments to this memo provide additional responses to each of the following letters:

- Sierra Club, July 11, 2012 (Letter A)
- Johnson & Sedlack, July 12, 2012 (Letter B)

As part of the responses to these additional letters received, the developer voluntarily agrees to implement the following measures on the project, if approved by the City Council:

1. *The developer voluntarily agrees to remove that language "encourage" from Mitigation Measure 4.2.6.1B. If approved by the City Council the mitigation measure would read as follows:*

4.3.6.1B Prior to the issuance of building permits, the project applicant shall provide evidence to the City of Moreno Valley that the following measures have been incorporated into the design and construction of the project:

- ~~Encourage~~ Use of locally produced and/or manufactured building materials for at least 10 percent of the construction materials used for the project.
- ~~Encourage~~ Use of "Green Building Materials," such as those materials that are resource efficient, and recycled and manufactured in an environmentally friendly way, for at least 10 percent of the project.
- Limit unnecessary idling of construction equipment. A reduction in equipment idling would reduce fuel consumption, and therefore, GHG emissions.
- Maximize the use of electricity from the power grid by replacing diesel- or gasoline-powered equipment where feasible. This would reduce GHG emissions because electricity can be produced more efficiently at centralized power plants.
- Design the project building to exceed the California Building Code's (CBC) 2008 Title 24 energy standard by 20%, including, but not limited to, any combination of the following:

- Increase insulation such that heat transfer and thermal bridging is minimized.
- Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption.
- Incorporate ENERGY STAR or better rated windows in the office area, space heating and cooling equipment, light fixtures, appliances, or other applicable electrical equipment.

- Provide a landscape and development plan for the project that takes advantage of shade, prevailing winds, and landscaping. The landscaping plan shall be prepared by a registered landscape architect who will ~~consider~~ include the following:
  - Plant at least 50 percent low-ozone forming potential (Low-OFP) trees and shrubs, preferably native, drought-resistant species, to meet city/county landscaping requirements.
  - Plant Low-OFP, native, drought-resistant, tree and shrub species, 20% in excess of that already required by city or county ordinance. Consider roadside, sidewalk, and driveway shading.
  - Install efficient lighting and lighting control systems. Use daylight as an integral part of the lighting systems in buildings.
- Install light-colored "cool" roof and cool pavements.
- Install energy-efficient heating and cooling systems, appliances and equipment, and control systems.
- Install solar or light-emitting diodes (LEDs) for outdoor lighting.
- Install electrical outlets on the exterior walls of the warehouse/office building (and perhaps parking lots) to promote the use of electric landscape maintenance equipment.

2. *The developer voluntarily agrees to use Tier III rather than Tier II construction equipment. If approved by the City Council, Mitigation Measure 4.2.6.1.C will read as follows:*

4.2.6.1C Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall utilize California Air Resources Board (CARB) Tier ~~II~~ III Certified equipment or better during the rough/mass grading phase for the following pieces of equipment: rubber-tired dozers and scrapers. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City.

3. *The developer voluntarily agrees to remove "during smog season" from Mitigation Measure 4.2.6.1.H. If approved by the City Council, the mitigation measure will read as follows:*

MV00178496

4.2.6.1H The contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper tune according to manufacturer's specifications ~~and during smog season (May through October)~~ by not allowing construction equipment to be left idling for more than five minutes (per California law).

4. *The developer voluntarily agrees to revise Mitigation Measure 4.2.6.1K. If approved by the City Council the mitigation measure would read as follows:*

4.2.6.1K Grading plans, construction specifications and bid documents shall also include the following requirements ~~notations:~~

- Off-road construction equipment shall utilize alternative fuels where feasible e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty;
- Gravel pads shall be provided at all access points to prevent tracking of mud onto public roads;
- Install and maintain trackout control devices at all access points where paved and unpaved access or travel routes intersect;
- The contractor or builder shall designate a person or person(s) to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust off site;
- The contractor or builder shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The contact person shall take corrective action within 24 hours;
- High pressure injectors shall be provided on diesel construction equipment where feasible;
- Engine size of construction equipment shall be limited to the minimum practical size;
- Substitute gasoline-powered for diesel-powered construction equipment where feasible;
- Use electric construction equipment where feasible;
- Install catalytic converters on gasoline-powered equipment where feasible;
- Ride-sharing program for the construction crew shall be encouraged and shall be supported by contractor(s) via incentives or other inducement;
- Documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs;

MV00178497

- Lunch vendor services shall be permitted on site during construction to minimize the need for offsite vehicle trips;
- All forklifts used during construction and in subsequent operation of the project shall be electric or natural gas powered.
- Suspend use of all construction equipment operations during second stage smog alerts.

5. *The developer voluntarily agrees to revise Mitigation Measure 4.2.6.1L to include a response by a liaison within one business day instead of two. If approved by the City Council the mitigation measure would read as follows:*

4.2.6.1L Throughout project construction, a construction relations officer/community liaison, appointed by the Applicant, shall be retained on-site. In coordination and cooperation with the City, the construction relations officer/community liaison shall respond to any concerns related to PM10 (fugitive dust) generation or other construction-related air quality issues within ~~2 days~~ one business day.

6. *The developer agrees to amend Mitigation Measure 4.2.6.1M if the City Council approves the modification as follows:*

4.2.6.1M ~~All project entrances shall be posted with signs which state:~~ The construction contractor shall require the following:

- Truck drivers shall turn off engines when not in use, and
- Diesel delivery trucks servicing the project shall not idle for more than three (3) minutes~~; and~~.

4.2.6.1M(1) All project entrances shall be posted with signs that include the requirements in Mitigation Measure 4.2.6.1M and the following:

- Telephone numbers of the building facilities manager and CARB, to report violations.

7. *The developer voluntarily agrees to implement the following measures that were included in the list under Mitigation Measure 4.2.6.3A to reduce mobile emissions:*

- Provide on-site bicycle storage/parking consistent with City of Moreno Valley requirements.
- Provide on-site showers (one for males and one for females). Provide lockers for employees.
- Provide preferential parking for carpools, vanpools or other alternative fuel vehicles. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to final site plan approval, delineate preferential parking for carpools and vanpools on the project site plan.
- Provide at least two electric vehicle charging stations. Locations and

MV00178498

configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, delineate stub outs for charging stations on the project building plans.

- Provision of preferential parking for EV and CNG vehicles.
- Provide a display case or kiosk displaying transportation information including the RTA bus schedule in a prominent area accessible to employees.

8. *The developer voluntarily agrees to eliminate "activities that would result in high noise levels to" from Mitigation Measure 4.4.6.1D. If approved by the City Council the mitigation measure would read as follows:*

4.4.6.1D During all project site construction activities, the construction contractor shall limit all construction-~~related activities that would result in high noise levels to~~ between the hours of 6:00 a.m. and 8:00 p.m. on weekdays and between the hours of 7:00 a.m. to 8:00 p.m. on weekends and holidays, unless written approval is obtained from the City Building Official or City Engineer. For grading activity, the hours are limited to between 7 am and 6 pm weekdays and 8 am to 4 pm on weekends and holidays.

Attachment A: Letter from Sierra Club, July 11, 2012 and Responses (Letter A)
Attachment B: Letter from Johnson & Sedlack, July 12, 2012 and Responses (Letter B)

MV00178499

Letter A

SAN GORGONIO CHAPTER

4079 Mission Inn Avenue
Riverside, CA 92501
(951) 684-6203 Fax (951) 684-6172
Membership/Outings (951) 686-6112

Regional Groups Serving Riverside and San Bernardino Counties:
Big Bear, Los Serranos, Mojave, Moreno Valley, Mountains, Tahquitz.

Moreno Valley Planning Commissioners, July 11, 2012

Re: VIP Final EIR

The Sierra Club appreciates this opportunity to express some additional concerns about the VIP warehouse Final EIR. When is this City going to require these projects to also write everything in Spanish to allow many who feel disenfranchised within our community to participate in the public review process? Based on our last census this needs to be done and this includes notices as well as holding meetings in which all feel they can participate in their language as is done with the MVUSD. (http://topics.nytimes.com/top/news/science/topics/globalwarming/index.html) provides several links as well as articles of which are now all part of the public record and shows we are all responsible for this last year of record heat in the US. This is even more true for decision makers like yourselves which approve projects that you know will have a detrimental impact on our region and the climate. The other thing I wish Moreno Valley decision makers would realize is that warehouse jobs or any jobs within 1,500 feet of warehousing is going to jeopardize the health of the worker. You might be better to encourage a family member to begin smoking than to begin breathing in toxic diesel truck emissions for 8 hours each day as a warehouse worker. The City should make a condition of approval that all employees of the VIP warehouse sign a letter-- written in English/Spanish-- warning them of the potential health hazards of working so near toxic diesel pollution. 1 2 3

You should require all warehouses to have their roofs covered with solar and at the very least built to a standard which would support future installation of solar panels. Allowing projects to simply say they will purchase renewable energy is not being a responsible decision maker. They are beginning to cover important areas of our desert with industrial solar farms and transmission lines because we are not requiring 4

warehouses to install these panels. They could supply more energy than they need and sell it back to Edison for a profit. 4

The Sierra Club does not believe Greenhouse Gas emissions and Climate Change have been reduced to "less than significnt".(p159) This is especially true because of all the "Encourage the use" phrases used throughout this section as well as "who will consider the following" and "where feasible". These and other less than genuine phrases used throughout the VIP Final EIR try to give the impression that they are going to do something, but in reality there are no teeth in these phrases to require anything. 5

The City of Moreno Valley needs to replace the phrase of exceeding "the 2008 California Building Codes (CBC) Title 24 energy standard" with exceeding the "current" California Building Codes Title 24 energy standards "at time of construction". The 2010 edition of the California Building Standard Code (Title 24) became effective January 1, 2011. The three year cycle of California building efficency Standards have already gone through public hearings in the firs half of 2012 and we will soon have the 2013 California Building Energy Efficency Standards. These are the standards in which they need to exceed by 20% and not those which will be four or fiv years old at the time of construction. 6 Have you ever checked with our city to see who has the expertise to validate that these standards have been exceeded by 20% and checked their efforts on previous projects. 7

The Planning Commission needs to read or hopefully reread the concerns and suggestions in the letters submitted by Ray Johnson and George Hague to the VIP's Draft EIR. Then require more of their suggestions of this massive warehouse project to help reduce the environmental and health impacts on Moreno Valley as well as the region. 8 Suggestion like requiring Tier III construction equipment instead of Tier II as this developer wishes to use. It is time this city works to protect the air quality we all breath and of which we have no choice. Smart Way carriers of 1.25 needs to be the goal of 90% for long haul trips carried by Smart Way if this project is serious about reducing its environmental impacts instead of the lower 1.00. 9

The Justin Adam Ag report fails to analyze the impacts of losing Ag lands on Raptor foraging. We live in a world renown valley for its 25 species of raptors. Every time we lose lands like these we impact these special 10

animals. His report also failed to analyze the impacts of importing foods on Green House Gas, Global Warming and Air Quality instead of us buying locally raised crops. The loss of these Prime farmlands must be mitigated as should the other important farmlands. James Adams Ag report does point out that occupations in the Agricultural areas in the Inland Empire ranks fith out of seven categories for the number of workers employed (Figure 4.6). It therefore is still an important area of employment. It always bother me when studies present graphs like those in fiure 4.5 which may have correct information, but uses the bar graph to distort the significnce of 15,000 acre feet. 10

The Sierra Club believes significntly more needs to be required of this project to make it have less of an impact on both the environment and health of those in the Moreno Valley region. The direct, indirect and cumulative impacts can be further reduced with the proper conditions of approval. Even the County of Riverside would require this project to build a Silver LEED certifid building. When is the City of Moreno Valley going to rise to the needs of its residents. Last Fall the City of Riverside approved a warehouse with a Gold LEED certifid building only a few miles from this site along Alessandro Blvd. 11

Please keep the Sierra Club informed of all future meetings and documents related to the VIP Moreno Valley warehouse project by emailing me at the address which sent you this letter and/or mailing me at the address below. 12

Thank you,

George Hague
Sierra Club
Moreno Valley Group
Conservation Chair

26711 Ironwood Ave
Moreno Valley, CA 92555

Response to Letter A
Sierra Club
Dated July 11, 2012

Response to Comment A-1. The commentor is correct in stating that a large segment of the population of Moreno Valley is Hispanic or Latino. However, because a person is Hispanic or Latino does not automatically mean that they only speak Spanish. There is no legal requirement to translate the environmental documents or the notices into other languages. It is not the policy of the City to require project applicants to incur the added expense of having project environmental documents or public notices translated into Spanish. The City is also not required to incur the expense of providing a Spanish translator at public meetings. The commenter is free to provide a Spanish translator at its costs.

Response to Comment A-2. The document that appears at the referenced hyperlink has been modified since the submission of the July 11, 2012 and is no longer in the form that it was when this letter was submitted. Therefore, it is not part of the Administrative Record. The Draft and Final EIR analyzes the effects of the project on greenhouse gas emissions and global climate change (Section 4.3 of the Draft EIR and responses to Letters D and E in the Final EIR). The City is addressing the effects of the proposed project on greenhouse gas emissions and global climate change and has provided mitigation measures to reduce the effects of the proposed project to the extent feasible. Please refer to the Final EIR Responses to Comments D-8, D-21, D-34 (table with mitigation measures related to air quality and greenhouse gas emissions), D-35, D-45 (table with mitigation measures related to air quality and greenhouse gas emissions), D-55, D-56, E-2, E-3, E-4, E-6, E-9, E-16, E-23 – E-38, E-42 – E-47, E-51 (table with mitigation measures related to air quality and greenhouse gas emissions), and E-54.

Response to Comment A-3. The issue of the health of the workers was responded to in Response to Comment E-15 in the Final EIR (page 116). A *Health Risk Assessment (HRA) VIP Moreno Valley*, LSA Associates, Inc., March 2012 was prepared for the proposed project and included in Appendix D-2 to the Draft EIR. The HRA examined the short-term and long-term potential health effects from project-related emissions of toxic air pollutants (TAP) in the exhaust of diesel-powered delivery trucks on existing surrounding sensitive receptors, including single- and multifamily residences. The California Air Resources Board (CARB) defines "sensitive" land uses, as homes, medical facilities, daycare centers, schools, and playgrounds. Onsite workers will be protected by the requirements established by the Occupational Safety and Health Administration (OSHA) and are not considered sensitive receptors in accordance to the (CARB).. Disclosures that must be made to workers are governed by state law and state regulations. Such notices and disclosure are a matter of statewide concern, and it is not appropriate for individual local agencies to attempt to override those state requirements or to adopt regulations that differ or conflict with the state rules and regulations. Therefore, it is not necessary for the City to put a condition of approval on the project to require VIP to have the employees sign a letter warning them of the potential health hazards of working in the vicinity of diesel pollution.

Response to Comment A-4. In Response to Comment D-45 the following mitigation measure was added to the Final EIR Errata (page 153) for Mitigation Measure (MM) 4.2.6.3A that requires solar panels or other source of renewable energy source on-site as one tool the developer may use to reduce energy use onsite (*Note: What is being shown is a portion of MM 4.2.6.3A and not the entire measure):*

4.2.6.3A Prior to issuance of the first building permit, building and site plan designs shall ensure that the project's energy efficiencies surpass applicable 2008 California Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City. Any combination of the following design features may be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent:

- "Install a photovoltaic array (solar panels) or other source of renewable energy generation on-site, or otherwise acquire energy from the local utility that has been generated by renewable resources, to meet the project's office electricity needs."

In addition during the Planning Commission public hearing on July 12, 2012, the hearing the commenter did not attend, the developer agreed to build the roof of the building to support future solar panels and the Planning Commission added this as a condition of approval.

It is not true that the developer can sell energy back to Edison for a profit. Edison has met its obligation to produce electricity from clean sources and has now suspended the program where a commercial or industrial building can sell energy back to Edison from a clean source such as solar.

Response to Comment A-5. As discussed in the Draft EIR, Section 4.3.6.1 Greenhouse Gas Emissions and Climate Change, page 4.3-26 and Response to Comment D-8, "project-related GHG emissions and their contribution to global climate change impacts in the State are less than significant on a project specific basis because: (1) the project's impacts alone would not cause or significantly contribute to global climate change, and (2) the project has no substantial effect on consumption of fuels or other energy resources, especially fossil fuels that contribute to GHG emissions when consumed. However, project-related GHG emissions and their contribution to global climate change impacts are considered to be cumulatively considerable." The project by itself would not cause climate change to occur. However, in the cumulative context, it would be cumulatively significant after mitigation.

Moreover, there were additional changes made to MM 4.2.6.3A as indicated in Response to Comment A-4 above and during the Planning Commission public hearing on July 12, 2012, the developer agreed to build the project to LEED Silver and to build the roof to support future solar panels to further reduce the significant effects of greenhouse gas emissions. In addition, Response to Comments D-34, D-45, and E-51 provides an explanation to the suggested mitigation measures from Johnson and Sedlack and Sierra Club as to whether the suggested mitigation is feasible, is already incorporated in the mitigation measures or has been included in the Final EIR and adopted by the Planning Commission on July 12, 2012. The commenter fails to provide any additional feasible mitigation measures that could reduce the project's cumulative impact on greenhouse gas emissions to less than significant.

The phases "encourage" and "where feasible" are found in MM 4.2.6.1B and MM 4.2.6.1K. The developer does not agree to remove the "where feasible" from MM 4.2.6.1B and MM 4.2.6.1K but does voluntarily agree to remove the "encourage" language so MM 4.2.6.1B. If the City Council agrees MM 4.3.6.1B would read as follows:

4.3.6.1B Prior to the issuance of building permits, the project applicant shall provide evidence to the City of Moreno Valley that the following measures have been be incorporated into the design and construction of the project:

- ~~Encourage~~ Use of locally produced and/or manufactured building materials for at least 10 percent of the construction materials used for the project.
- ~~Encourage~~ Use of "Green Building Materials," such as those materials that are resource efficient, and recycled and manufactured in an environmentally friendly way, for at least 10 percent of the project.
- Limit unnecessary idling of construction equipment. A reduction in equipment idling would reduce fuel consumption, and therefore, GHG emissions.
- Maximize the use of electricity from the power grid by replacing diesel- or gasoline-powered equipment where feasible. This would reduce GHG emissions because electricity can be produced more efficiently at centralized power plants.
- Design the project building to exceed the California Building Code's (CBC) 2008 Title 24 energy standard by 20%, including, but not limited to, any combination of the following:
  - Increase insulation such that heat transfer and thermal bridging is minimized.

- Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption.
- Incorporate ENERGY STAR or better rated windows in the office area, space heating and cooling equipment, light fixtures, appliances, or other applicable electrical equipment.

- Provide a landscape and development plan for the project that takes advantage of shade, prevailing winds, and landscaping. The landscaping plan shall be prepared by a registered landscape architect who will consider the following:
  - Plant at least 50 percent low-ozone forming potential (Low-OFP) trees and shrubs, preferably native, drought-resistant species, to meet city/county landscaping requirements.
  - Plant Low-OFP, native, drought-resistant, tree and shrub species, 20% in excess of that already required by city or county ordinance. Consider roadside, sidewalk, and driveway shading.
- Install efficient lighting and lighting control systems. Use daylight as an integral part of the lighting systems in buildings.
- Install light-colored "cool" roof and cool pavements.
- Install energy-efficient heating and cooling systems, appliances and equipment, and control systems.
- Install solar or light-emitting diodes (LEDs) for outdoor lighting.
- Install electrical outlets on the exterior walls of the warehouse/office building (and perhaps parking lots) to promote the use of electric landscape maintenance equipment.

Response to Comment A-6. MM 4.2.6.3A in the Draft EIR prescribes a performance standard requiring a 20% improvement in energy efficiency over and above the 2008 California Building Code (CBC) for the building and lists design tools and features that can be included in the building's design to obtain this improvement in energy efficiency[1]. California's building codes on energy efficiency are approximately 50% more efficient than the national average. California's building efficiency standards are updated on an approximately three-year cycle. The most recent (2010) update increased energy efficiency standards in residential buildings by 20% compared to the 2008 standards[2]. The 2010 CBC did not change energy efficiencies for nonresidential buildings so the 2008 CBC energy standards are still in effect. New 2013 energy standards have been adopted by the State which will be effective on January 1, 2014 that would require that commercial/industrial buildings achieve a percentage of over 20% above the 2008 Title 24 standard for nonresidential construction. Through the adoption of MM 4.2.6.3A, this project is required to meet 2014 requirements now and not wait until 2014. MM 4.2.6.3A adopted by the Planning Commission reads as follows: *"Any combination of the following design features may be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent."* With implementation of this measure, the building will meet the 20% performance standard which will render greenhouse gas emissions impacts to a less than significant level on a project-specific basis.

Response to Comment A-7. The Planning Department will coordinate with the Building Department for the enforcement of this measure. The Building Department has retained an expert on energy efficiency and CBC Title 24 through a services contract. That expert will be responsible for performing the technical review the developer's energy efficiency plans to ensure the 20% reduction is achieved.

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1 http://www.energy.ca.gov/title24/2013standards/ accessed August 30, 2012.

2 http://www.calchamber.com/GovernmentRelations/IssueReports/Documents/2012-Reports/GreenBuilding_2012.pdf, accessed August 30, 2012.

Response to Comment A-8. The Planning Commission was provided the responses to all comments made on the Draft EIR for their consideration prior to the Planning Commission public hearing on July 12, 2012. The Planning Commission also considered the mitigation measures that were suggested by Johnson and Sedlack and Sierra Club in comments D-34, D-45, and E-51. In adopted Planning Commission Resolution Nos. 2012-16 and 2012-17, the members of the Planning Commission confirmed that they had read and considered the comments on the Draft EIR and the responses thereto, and also confirmed that the FEIR reflected their independent judgment. Reasons for incorporating or not incorporating the suggested mitigation measures were provided in Response to Comments D-34, D-45, and E-51 in the Final EIR. All feasible mitigation measures are in the Mitigation Monitoring and Reporting Plan provided in Section 4.0 in the Final EIR and a revised version was provided to the Planning Commission before their hearing on July 12, 2012. The revised version along with the agreement by the developer to build the roof to hold solar panels and to design the building to achieve LEED Silver are also included in the Conditions of Approval from the July 12, 2012 meeting.

As indicated in Response to Comment D-36, Draft EIR Section 4.2 Air Quality indicated the analysis of construction shows that there will be exceedances of ROG, NO_X and PM_{10}. Tier III applies to equipment produced from 2006 to 2008. As of 2012, equipment produced since 2006 are becoming more readily available. Tier II specifications result in a substantial reduction in PM_{10} and $PM_{2.5}$ (62.5% to 72.5%, depending on horsepower) over Tier I equipment, which is the basis of the mitigation measure. Tier III specifications are identical to Tier II for PM_{10} and $PM_{2.5}$, thus requiring this more stringent mitigation would have no benefit to the reduction in PM_{10} and $PM_{2.5}$ and was not required. However, the developer voluntarily agrees to use Tier III instead of Tier II construction equipment.

Response to Comment A-9. The EPA's Smartway Transport Partner program previously calculated a fleet composite score that in turn was translated into a Shipper Index Factor (SIF). The previous rating of 1.0 SIF was considered "very good," with 0.75 considered "average." Although the program is changing the way in which the ratings are calculated, the previous rating system will be translated to the new system should the proposed project select to implement the SmartWay 1.0 provisions contained in Mitigation Measure 4.2.6.3A. If so, then the project's truck fleet emissions will be improved to a "very good" rating level, which would be a demonstrable improvement over existing (or average) fleet emissions levels.

Response to Comment A-10. The Justin Adam of Chang & Adams Consulting report (Appendix C of the Final EIR) was not intended to analyze how the loss of agricultural land effects raptor foraging. Nor was the report intended to study the effects of importing food on greenhouse gas emission, global climate change, and air quality. The project site was a sod farm prior to August 2005 and has not been farmed since. The fact that the site was taken out of sod production seven years ago did not affect food production in the area. The report assessed the economic and market trends affecting agriculture in the western Inland Empire. The proposed project will have no impact on the number of agricultural workers who are employed in the area since no such workers are employed on this site. Nor are there any agricultural sites that will likely be converted to non-agricultural uses as a result of this project. The commenter states the graph (Figure 4.5) in the report distorts the significance of the 15,000 acre feet. This is incorrect. [Insert explanation of how there is no distortion in the graph.].

Moreover, the City has anticipated the conversion of agricultural land within the City and does not set aside land for permanent preservation. The City expects that the majority of the land within the City will be converted to urban uses, although some agriculture will continue as interim uses, as allowed by the City's Development Code for all zoning categories. The City of Moreno Valley has determined that steps to preserve agricultural land are economically infeasible based on the higher costs associated with land, water and labor, increased environmental regulation, and competition from neighboring regions where agricultural operations are less costly. All of these factors result in an inability to make farming profitable. Furthermore, reestablishing agricultural uses at this site would be contrary to the City's vision (as stated in its General Plan) for the project site.

In regards to raptor forging habitat, that is a biological resources topic not an agricultural topic. The Initial Study (Appendix A to the Draft EIR) contained a Biological Habitat Assessment prepared by Ecological Sciences (August 1, 2010) page 17 of that report states "*In summary, the existing degraded condition of*

the site is the direct consequence of recurring anthropocentric disturbances (agriculture/adjacent construction) that has resulted in low biological diversity (e.g., dominance of non-native species), absence of special-status plant communities, and overall low potential for special-status species to utilize or reside within areas proposed for direct impacts. The loss of currently degraded agricultural habitats would not be expected to substantially affect special-status resources, jeopardize the continued existence of listed species (or special-status species), nor directly impact designated critical habitat (e.g., recent stockpiling activities). Site development would also not be expected to substantially alter the diversity of plants or wildlife in the area or cause a population of plant or wildlife species to drop below self-sustaining levels because of current degraded site conditions." In addition, as stated above, the project site has not been farmed since August 2005 (Draft EIR page 4.1-10).

Response to Comment A-11. It is the commenter's opinion that the City needs to require "significantly more" of the project to have a less of an impact on the environment and health of those within the Moreno Valley region. The Draft and Final EIR analysis the effects of the proposed project on the physical changes to the environment and mitigates to the extent feasible the significant effects of the proposed project on biological resources, cultural resources, geology and soils, greenhouse gas emissions, hydrology and water quality, noise, transportation. The projects effects on the conversion of State Designated Farmland, the cumulative effect of the conversion of agricultural lands to non-agricultural uses, short-term construction and long-term operational air quality impacts, cumulative greenhouse gas emissions, and transportation existing year 2007 and opening year 2013 effects were all determined and to be significant and unavoidable after the implementation of feasible mitigation measures. The Planning Commission in its public hearing on July 12, 2012 adopted a statement of overriding considerations that make findings that the specific economic, legal, social technological, or other considerations, outweigh the significant unavoidable effects of the proposed project.

The commenter suggests that the project should be required to obtain a LEED Gold rating as a form of mitigation of significant impacts associated with air pollution and greenhouse gas emissions impacts. The commenter is correct in stating there is a warehouse in the City of Riverside that is required to be built per LEED Gold standards. In a settlement agreement between conservation groups and the developer of the Alessandro Business Center project (industrial warehouse project) in the City of Riverside the building will be LEED Gold certified.[3] During the Planning Commission public hearing on July 12, 2012, the developer agreed to build the project to the LEED Silver standards. Many green, energy-saving, sustainable upgrades required to achieve this standard have been added to the project including cool roofing, increased insulation, high-efficiency mechanical systems, low-consumption plumbing fixtures, concrete paving in lieu of asphalt, enhanced landscape/irrigation systems, stormwater filtration systems, LEED monitoring, commissioning, fees and processing costs. The inclusion of these features will result in approximately 55 points required to achieve the LEED silver award of 51 points minimum. The cost to design, construct and administrate the work to meet this standard will exceed $1,250,000 for this project. Adding further features in attempt to receive LEED Gold certification would result in a significant increase in the design and construction cost of the project. These additional costs would be passed onto the ultimate tenant or purchaser of the project resulting in a less competitive and economically-viable project. Therefore, the specific green building features that are part of the LEED rating equation will be incorporated to reduce air pollution and greenhouse gas emissions impacts by minimizing and reducing the quantity of emissions.

Response to Comment A-12. The City has included the Sierra Club on its mailing list for all future notices and documents regarding this project.

[3] http://www.biologicaldiversity.org/news/press_releases/2011/allesandro-09-20-2011.html, accessed September 5, 2012.

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Letter B

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July 12, 2012

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VIA FACSIMILE AND US MAIL

RE: Vogel Industrial Park (VIP) Moreno Valley Project: July 12, 2012 Public Hearing Item 1, P11-090, PA09-0004, and PA09-0022, TPM 36162

Greetings Planning Commissioners:

On behalf of the Sierra Club, Moreno Valley Group, and Residents for a Liveable Moreno Valley we hereby submit these comments on the VIP Moreno Valley Project, Plot Plan and Tentative Parcel Map for development of a 1.6 million square foot warehouse facility on 80 acres. (PA09-0004, PA09-0012, TPM No. 36162) Johnson & Sedlack hereby incorporates all comments previously submitted on behalf of Sierra Club and Residents for a Liveable Moreno Valley concerning this project. 1

We respectfully ask that you disapprove this project. As discussed in the comment letter submitted June 1, 2012, the EIR is inadequate as it fails to comply with the requirements of CEQA by inadequately analyzing impacts pertaining to, at least, air quality, aesthetics, biology, cultural resources, geology, hydrology, GHGs, and transportation, among others. The EIR fails to adopt all feasible mitigation measures and ensure that mitigation measures are fully enforceable through permit conditions, agreements, and/or othe legally biding instruments. (State CEQA Guidelines § 15126.4(a)(2)). Despite extensive commentatry that not all feasible mitigation was adopted and that mitigation was vague, uncertain, and unenforceable, the FEIR fails to make needed changes to these measures. 2

The Final EIR (FEIR) fails to make ***any*** substantive changes despite extensive commentary received that, at least, several of the studies in the Draft EIR (DEIR) were outdated or inadequate. Additionally, the FEIR, Mitigation Monitoring and Reporting Program, Resolutions (including Mitigation Monitoring Program and Conditions of Approval) before the Planning Commission do not accurately reflect the alleged changes in wording of mitigation measures as stated in the Responses to Comments. The conclusions and findings expressed in the FEIR made 3

based upon the assumption that these changes are incorporated are therefore wrong and not based on the project. Should the Planning Commission determine to approve the project in spite of these extensive comments in opposition to the project and detailing deficiencies with the EIR, it is inappropriate to approve the project so where the FEIR does not accurately discuss, evaluate, and mitigate the project as it is presented for approval. 3

Having failed to make any substantive or substantial changes in the FEIR, the comments previously submitted by all commenters remain valid and the FEIR continues to fail as an informational document and fails to inform the public and decisionmakers of the real impacts of this project. The Final EIR is also very conclusory and fails to provide the analysis and examination required by CEQA to inform the public and decision makers of the analytical pathway taken from facts to conclusions. The Responses to Comments also often allege facts which are not supported by any evidence in the record. Generally, the findings are not supported by substantial evidence in the record and, as stated above, are not based on the project and mitigation measures as being submitted for consideration before this commission. 4

CEQA also requires that where feasible mitigation exists which can substantially lessen the environmental impacts of a project, **all feasible mitigation** must be adopted. This project's Mitigation Monitoring and Reporting Program lists many feasible mitigation measures but fails to require the implementation of these measures or drafts such mitigation in an utterly unenforceable manner. This is unacceptable and misleading to the public and decisionmakers as to the extent of mitigation required of this project. 5

This project fails to make adequate findings, *based on substantial evidence* that the environmentally superior alternative is infeasible. In fact, the environmentally superior alternative satisfies most, if not all project objectives and significant reduces project impacts, particularly with regards to air quality in an area known to have some of the worst air quality in the nation. At the least, the environmentally superior alternative must be implemented in lieu of the project. 6

Findings

The findings required under CEQA cannot be made with respect to this project. Not all significant effects of the project have been eliminated or substantially lessened. 7

Statement of Overriding Considerations

CEQA Guidelines § 15093 (b) provides that when the agency approves a project which will result in the occurrence of significant effects which are identified in the final EIR, but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action based on the final EIR and/or other information in the record. The decision to approve a project in spite of significant environment impacts requires the decision-making agency to balance the economic, legal, social, technological, or other benefits of a proposed project against its unavoidable environmental risks. (Guidelines § 15093(a).) However, the Statement of 8

Overriding Considerations ("SOC") shall be supported by **substantial evidence** in the record. (Id.) In *Sierra Club v. Contra Costa County* (1992) 10 Cal.App.4th 1212, 1222, the court said: "Whereas the [mitigation and feasibility] findings … typically focus on the feasibility of specific proposed alternatives and mitigation measures, the statement of overriding considerations focuses on the larger, more general reasons for approving the project, such as the need to create new jobs, provide housing, generate taxes, and the like." 8

Substantial evidence in the record does not support the adoption of a statement of overriding considerations given the immense environmental harm expected with the project balanced with minimal economic benefits. The EIR finds that the project would, "add jobs resulting from the development of the industrial uses to the City, with the potential to minimize the VMT traveled within the project site and community." This potential is countered by recent industrial/ distribution projects within Moreno Valley which have utterly failed to create the promised jobs. On the other hand, this project will have massive and detrimental impacts to, *at least*, air quality, traffic, agriculture, and greenhouse gas emissions. These enormous detriments cannot be outweighed by the promise of jobs which are uncertain, unlikely, and few. A Statement of Overriding Considerations is not supported for this project.

Cumulative Impacts

Response to Comment E-10 acknowledged that the World Logistics Project was only considered in determining certain cumulative impacts, not all cumulative impacts. Those impacts which for which the World Logistics Project was apparently not considered include, but are not limited to: traffic off of the highway mainline, noise, aesthetics, biology, and hydrology/water quality, among others. The EIR fails as an informational document by failing to consider cumulative impacts from the World Logistics Project in each of these areas of the EIR. 9

Aesthetics

The project improperly segments approvals by failing to consider potential environmental impacts from the project's signs in the EIR. Instead, the staff report states that, "signs will be reviewed and approved under (sic) separate administrative permit." (*See also,* Condition of Approval P20 for PA 09-0004) Hence, by failing to consider the whole of the project including signage, the EIR fails to comply with CEQA. 10

In prior comments, we noted that the EIR fails to discuss lighting impacts on nighttime views. In the response to comments, the FEIR still fails to respond to or discuss this potential effect, instead re-stating the conclusions of the Draft EIR. 11

Agricultural Resources

The Response to Comments states that the purchase of agricultural conservation easements is economically infeasible on the basis that the "General Plan does not include any agricultural designations; therefore mitigation for the loss of [it] is not required" and because it would not replace or provide new farmland. This does not demonstrate economic infeasibility of this mitigation measure. 12

Comments E-7 and E-8 recommend mitigation for agricultural impacts in the form of donating to the Riverside Land Conservancy or San Jacinto Basin Resource Conservation District. The responses to these comments does not find such mitigation to be infeasible but instead generally fins other mitigation measures not recommended by the commenter to be infeasible. As the EIR does not find these measures specifically to be infeasible, the measures must be deemed feasible and incorporated as mitigation for the project's significant agricultural impacts. Furthermore, the responses to the comments were unresponsive to the comments made. 12

Air Quality

The project will result in extensive and unavoidable impacts to air quality during construction and operation. 13

The Final EIR states that many of the mitigation measures recommended by Johnson & Sedlack in its previous comments are "included" or have been "incorporated" into the mitigation required of the project in the EIR. First, these measures are not enforceable or required of the project. Instead, they are to be *considered*, *written on signs,* or listed as one of several alternatives that may or may not even relate to the actual mitigation required of the project. The FEIR therefore fails as an informational document by misleading the public and decision-makers as to the extent of mitigation incorporated into the project. The FEIR also fails by failing to incorporate all feasible mitigation and/or failing to find such measures to be infeasible. Some examples of these instances, though not all by far, are listed below. 14

Furthermore, the mitigation measures stated to be added or changed in the FEIR have not all been so amended in the FEIR, Resolutions, or Mitigation Monitoring and Reporting Program, for the project. The FEIR does not accurately reflect project impacts if these Resolutions are passed approving the project where they do not represent the project as evaluated in the FEIR. 15

Mitigation measure 4.2.6.1D regarding cessation of all clearing, grading, earthmoving, or excavation activities states that verification will only occur during grading. Verification should occur during grading and construction. 16

Mitigation measure 4.2.6.1H states that the contractor shall *during smog season* not allow construction equipment to be left idling for more than five minutes. The EIR fails to show that it is infeasible to so limit idling year round, particularly where existing air quality in the project vicinity generally exceeds state and federal air quality standards for Ozone, Coarse Particulate Matter (PM10), and Fine Particulate Matter (PM2.5). Not all feasible mitigation has been required to reduce air quality impacts. 17

MM 4.2.6.1K does not require any mitigation, only that "construction specifications and bid documents" include "notations." The statements in the Response to Comments at pages 63-69 that measures are already included within this mitigation measures are therefore false as such measures are not required to be applied to/ incorporated into project construction and are unenforceable, contrary to the statement at Response to Comment D-37. 18

MM 4.2.6.1L does not provide any requirement for the community liaison to respond promptly or in a timely manner. This must be required to ensure that construction related air quality issues are timely resolved. 19

Mitigation Measure 4.2.6.1M only requires the posting of signs but does not require compliance with the measures delineated on the signs. The measure is illusory. Recommended mitigation measure 24, at FEIR response to comments page 66, is not included in the EIR or mitigation required of this project. 20

MM 4.2.6.1R states that measures "should" be taken. Such language makes the measure unenforceable, and the mandatory "shall" must replace "should" in this measure. 21

MM 4.2.6.3A lists many feasible mitigation measures but fails to *require* the implementation of those measures or find that requiring the implementation of each of the listed measures is infeasible. Instead, the measure requires only that the project exceed Title 24 requirements by 20%. Many of the listed alternatives would not even be used in determining Title 24 compliance, as they relate to mobile emissions and not building emissions, and are therefore illusory mitigation. By failing to require all feasible mitigation and failing to accurately detail the mitigation required of the project, the EIR fails. The FEIR, Mitigation Monitoring and Reporting Program detailed in the FEIR, and the Resolutions also fail to make the changes stated to be made to this mitigation measure in the response to comments. The Statement "Any combination of design features including but not limited to the following list may be used…" has not been replaces as stated in the FEIR and responses to comments. The EIR fails as an informational document by claiming to have made these changes where, in fact, they have not been made. 22

The response to comments at p. 64-65, concerning the recommended mitigation measure 13, fails to provide evidence supporting a finding of infeasibility for limiting the simultaneous disturbance of the site to 5 acres per day. The threshold of significance for emissions from grading including dust and vehicular emissions are measured based on lbs/day, so while emissions may not necessarily be reduced, they may in fact be reduced *below a level of significance* by prolonging the grading period. These numerical thresholds do not account of whether there are "sensitive receptors located in close proximity to the project site that would be affected by the dust" as air quality impacts effect more than just nearby residences. The FEIR fails by not incorporating this feasible mitigation measures where it may significantly reduce or avoid some construction air quality impacts based on the thresholds adopted for determining the significance of such impacts. 23

Recommended mitigation measure 23, at page 66 of the FEIR is not included as stated. The project rather only requires that CARB certified Tier II or better equipment be utilized "where feasible" not that only CARB certified equipment be used for construction activities. The FEIR thus falsely states that this recommendation is included in the project. 24

The Response to comments states that the project has the potential to reduce VMT. An EIR, however, is intended to evaluate a worst cast, not a best case, scenario of project effects. Regardless of potential reductions which are "virtually impossible to calculate." 25

As stated in Response to Comment D-38, **mobile source emissions exceed the threshold of significance by up to 1,700%,** yet the EIR makes only a miniscule attempt at mitigation that is almost entirely directed at reducing emissions from the building/stationary sources. 26

The changes stated to be made in the response to comment section of the FEIR, such as the change stated at Response to Comment D-38, D-39, D-42, D-43, etc. concerning Mitigation Measure 4.2.6.3A has not been incorporated into the Mitigation Monitoring Plan of the Resolution being presented to the City. The FEIR therefore fails as an informational document by stating that changes have been made to the project but failing to actually making those changes. 27

Response to Comment D-39 is unresponsive to the comment made. The comment noted that the incorporation of measures related to mobile emissions will not aid in reduction of emissions 20% below Title 24 standards, and are therefore illusory measures that will not be used and will not achieve the stated result. The response that the City has no control over vehicle emissions does not respond to this comment made. 28

Response to Comment D-45 still does not respond to or make the changes requested in Johnson & Sedlack's previous letter that each of the measures listed at MM 4.2.6.3A be specifically required for the project, but only that the project demonstrate that Title 24 Energy Efficiency Standards be exceeded by a minimum of 20%. It is false to state that the suggested mitigation measures at Response to Comment D-45 are included as mitigation where they are not actually and specifically required for the project. Many, as commented at D-45, are not even alternatives that may be used to meet or exceed Title 24 standards. 29

Response to Comment D-45 also states that recommended mitigation 22-23 have been incorporated, but not so. MM 4.3.6.1B requires only that, "The landscaping plan shall be prepared by a registered landscape architect who will *consider*" the recommended mitigation, not that the measures actually be required of and incorporated into the project. MM 4.3.6.1B is vague and unenforceable, and the FEIR is deceiving by stating that these measures have been incorporated into the project. 30

Response to Comment E-4 states that building the roof to accommodate solar panels has been required as project mitigation. Not so, as MM 4.2.6.3A only requires that the project surpass 2008 Title 24 standards by 20% however achieved. The mitigation has not been incorporated in a manner that ensures that it is fully enforceable and will actually be implemented as a condition of development as required by CEQA. Comment E-5 notes that this "cafeteria list of mitigations" shows that more can be done to mitigate for project impacts to air quality. The response to Comment E-5 does not respond to the comment made. 31

Response to Comment E-6 does not respond to the comment made and does not find infeasible the suggested mitigation to require 90% of off-road construction equipment to meet Tier III standards. This mitigation must be incorporated as it is not determined by the FEIR to be infeasible. 32

Response to Comment E-16 states that the mitigation suggested is required. Again, this is false and mitigation measure 4.2.6.1K requires only that "notations" be made in documents, and 4.2.6.3A requires only that the project exceed Title 24 by 20%. 33

Biological Impacts

Response to Comment E-21 is unresponsive to the comment made and does not state whether the site will or will not be disked prior to the burrowing owl surveys. 34

Cultural Resources

Response to Comment D-49 is unresponsive to the comment made. Johnson & Sedlack asked over what portion of the project site reaching the maximum excavation depth would result in no further monitoring? 100% of the project site? Or only 1% of the project site? If no fossils are found upon reaching maximum excavation depth over only a small portion of the project site and monitoring is then discontinued, it is possible or even likely that fossils may still be found and harmed across the remainder of the project site at less than the maximum excavation depth. MM Cul-1 is vague in this way. The measure must clarify that monitoring may be discontinued only once the maximum excavation depth is reached in 100% of the area to be excavated across the project site. Cul-1 remains unaltered in the Mitigation Monitoring Program at Resolution 2012-16 and the Conditions of Approval at Resolution 2012-17, despite changes alleged in the FEIR. 35

Geology and Soils

MM Geo-1 defers mitigation and evaluation of project impacts as, "the above measure may be modified by the Final Geotechnical or Soils Report." It is therefore not demonstrated that the required mitigation will reduce impacts to a level below significance; further mitigation may be needed. 36

MM Geo-2 is deferred, vague, and unenforceable. Specifically, such mitigation requires that the project proponent "inform" engineers, architects, owner, maintenance personnel, and other interested parties of the Expansive Soil Guidelines provided in the geotechnical analysis and that such guidelines "shall be implemented…in the applicable design guidelines." The Expansive Soil Guidelines must be directly included and implemented in the project's grading plans to ensure implementation and enforceability. 37

GHGs

Johnson & Sedlack reiterates its comments that the project will have significant individual impacts to GHGs, not merely cumulative impacts, for the reasons previously stated. 38

Response to Comment E-3 is unresponsive to the comment made that LEED Gold certification should be required in order to mitigate for project effects. The EIR fails to find infeasible requiring LEED Gold certification as a mitigation measure. 39

Letter B

Responses to Comments E-49- E51 state that many mitigation measures are incorporated or included in the project mitigation measures. This is untrue where such measures including 4.2.6.3A fail to require that each of the listed measures actually be required of the project; 4.3.6.1A merely requires compliance with the law that the project comply with Title 24; 4.3.6.1B requires only *encouragement* which is utterly unenforceable; 4.2.6.1K requires only "notations"; etc. The measures recommended by the Comments have not been incorporated into the project in a certain and enforceable manner as required by CEQA. 40

Response to Comment E-54 finds carbon offsets to be infeasible but fails to state a valid reason for that finding. Bases for finding mitigation infeasible include that specific economic, legal, social, technological, or other considerations make infeasible such mitigation. (State CEQA Guidelines § 15091) Here, the EIR finds carbon offsets to be infeasible not because of any of these considerations but because they have not previously been required and because they require a well performing program. This does not demonstrate that carbon offsets are *infeasible,* that is, not capable of being accomplished in a successful manner within a reasonable period of time taking into account economic, environmental, legal, social, and technological factors. (State CEQA Guidelines § 15364) As the FEIR fails to demonstrate that carbon offsets are infeasible pursuant to CEQA, they must be required as mitigation measures for the project. 41

Response to Comment E-54 goes further to suggest that GHGs can never be reduced or mitigated. This is contrary to CEQA which specifically provides for mitigating the effects of GHG emission. (*See,* State CEQA Guidelines § 15126.4 (c).) The response goes far beyond the limits of CEQA as well by claiming that any energy consumption reduced by this project through the purchase of carbon offsets will somehow result in increased energy consumption and GHG emissions overseas in developing countries such as China or sub-Saharan Africa. These claims are also unsupported by *any evidence* in the EIR and are *highly speculative,* to say the least. Again, as any finding of infeasibility with regards to the purchase of carbon offsets is not based on fact or the CEQA definition of feasible, this mitigation measure must be required of the project. 42

Hydrology and Water Quality

Condition of approval LD7 defers mitigation by requiring that a drainage study be prepared and submitted. Condition LD37 requires that the hydrology study come to a specific conclusion that the 10-year storm flow be contained within the curb and a 100-year storm flow be **contained within the street**, or additional facilities may be needed. In other words, LD 37 requires that hydrological impacts be evaluated after project approval and potentially that additional mitigation measures will be needed to reduce impacts. Furthermore, LD 37 contemplates the use of the street for drainage purposes. Allowing for the flooding of the street for project-related drainage is a potentially significant drainage impact that was wrongly not considered, disclosed, or evaluated in the EIR. 43

Even with the change in wording allegedly made at MM Hyd-5, the measure improperly defers mitigation and evaluation by deferring the preparation of a drainage report. 43

Noise

MM 4.9.6.1D is vague as it requires that the contractor limit construction related activities that would result in "high" noise levels without defining what level would be considered "high". Furthermore, as mentioned in previous letters, limiting the hours of construction will not mitigate for impacts from noise during those hours. 44

Response to Comment D-65 states that the EIR did not use a 3dBA increase as a threshold of significance. This is contradicted by the response and EIR which each demonstrate that the EIR looked to whether a 3 dB increase occurred. 45

With regards to Response to Comment D-68 concerning the use of "hard site" versus "soft site" scenarios, while increases in noise may not change, exceedences of the City's noise standards may be increased/ significant if the hard site scenario is instead utilized. 46

Response to Comment D-69 claims that an increase in trucks from the project, around a 3.25 to 7.5 percent increase in cumulative traffic volumes along area roadways, would not affect the findings of the noise impact analysis even though the analysis does not consider higher truck percentage of vehicle mix. This conclusion is unsupported by either the response or the record. 47

Response to Comment D-70 is unresponsive to the comment made, which states that the noise impact is significant where noise levels exceed noise standards and the project would result in a further exceedence of that standard and an increase in ambient noise where such noise is significant. Johnson & Sedlack also restates its prior comment that the proper measure of noise impacts is taken at the property line. 48

Response to comment D-74 is misleading as it insinuates that no sensitive receptors will be impacted by project construction. 49 Furthermore, whether or not 1987 documents concerning noise provide a "conservative" estimate of noise levels, noise impacts as stated in the EIR are highly likely to be incorrect as the relied upon numbers are far outdated. The EIR fails as an informational document. 50

As the EIR's noise analysis remains flawed and impacts must therefore be considered potentially significant, the mitigation measures suggested at comment D-76 must be implemented for the project. 51

Public Services

Condition of Approval F2 states that the City has granted a 50% reduction in fire flow for the use of fire sprinklers throughout the facility. There is no explanation of why this variance was 52

granted or evidence supporting a conclusion that this will not impact public safety. The EIR thus fails as an informational document. 52

Transportation

Response to Comment E-12 is unresponsive to the comment made that the project fails to mandate that only the "primary truck route" of Harley Knox Boulevard to the west be used so that trucks will not pass by a school. While this may be the primary truck route, the EIR does not claim or show that it is the only truck route which may be used. Comment E-12 asks for details on how the project will enforce use of only the Harley Knox Boulevard to the west truck route in order to avoid passing by schools. The EIR fails to do this, and therefore fails to provide needed information to the public and decisionmakers. Furthermore, a condition or mitigation measure must be placed on the project to require that only the "primary truck route" be utilized as this was apparently the only route evaluated by the EIR. 53

Response to Comment E-18 is unresponsive to the comment made. The table showing average trip lengths does not show the routes which trucks will be taking from the facility on local roadways to get to further away destinations so that the public and decisionmakers are informed of the impacts to local streets. Comments E-18 and E-19 also do not respond to the issue that future impacts beyond 2013(the first year) must be evaluated in the EIR. 54

As stated at Response to Comment E-20, the EIR does not consider impacts to SR-60, despite the fact that around 10% of truck trips are expected to use this highway. The EIR fails as an informational document by failing to evaluate these impacts. Furthermore, the FEIR again fails to make any substantive changes or undertake any real evaluation as requested by commenters. 55

Comments F-3 and F-4 by the Department of Transportation state that year 2007 AADT volume data should be used b y the EIR to keep consistency with traffic volume projections, yet the FEIR fails to make this change, relying instead on 2009 projections for some, 2007 for others. It is unclear from the response whether the 2009 CALTRANS AADT volume data represents a worst- case scenario over the 2007 data. Accordingly, by failing to use the 2007 data as recommended by CALTRANS, the EIR fails to provide accurate and consistent information. 56

Alternatives

With regards to Response to Comment D-92-95, Response to Comment D-92 incorrectly restates the comment made. The Response also creates an entirely new project object of clustered development in a highly dense form without urban sprawl—this objective is *none* of the actual project objectives. Pursuant to the project objectives as written in the EIR, the reduced intensity alternative satisfies most project objectives and reduces project impacts. If any project is approved, the reduced intensity alternative is superior and less environmentally damaging when compared to the project as proposed. 57

Likewise, Response to Comment D-59 states that the reduced intensity alternative does not meet the objective to "Cluster industrial warehouse uses near efficient access points to the state highway system to reduce traffic congestion on surface streets and to reduce concomitant air pollutant emissions from vehicle sources…" because "reduced-intensity development patterns are in concepts diametrically opposite of the highly dense form of development patterns that are characteristic of clustered development." Again, this conclusory statement fails to apply the project objective above on its own. Would the reduced intensity alternative be near efficient access points? Yes. Are there many "clustered" warehouses including the reduced intensity form of this project near those points, or planned to be near those points? Yes. Nevertheless, a project alternative need only "feasibly obtain most of the basic objectives to the project" which this alternative plainly does. (State CEQA Guidelines § 15126.6) As this alternative is feasible, will significantly reduce project impacts, and will obtain most of the basic project objectives, it must be approved in lieu of the proposed project if approval is granted. 57

Desired Actions

For the above reasons and those previously submitted, we respectfully ask that you deny the project and deny certification of the FEIR. 58

Thank you for your consideration of the above comments.

Sincerely,

Raymond W. Johnson
JOHNSON & SEDLACK

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Letter B

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Current Planning

- Two years principal planner, Lenexa, Kansas (consulting)
- Two and one half years principal planner, Lee's Summit, Missouri
- One year North Desert Regional Team, San Bernardino County
- Twenty-five years subdivision design: residential, commercial and industrial
- Twenty-five years as applicants representative in various jurisdictions in: Missouri, Texas, Florida, Georgia, Illinois, Wisconsin, Kansas and California
- Twelve years as applicants representative in the telecommunications field

General Plan

- Developed a policy oriented Comprehensive Plan for the City of Lenexa, Kansas.
- Updated Comprehensive Plan for the City of Lee's Summit, Missouri.
- Created innovative zoning ordinance for Lenexa, Kansas.
- Developed Draft Hillside Development Standards, San Bernardino County, CA.
- Developed Draft Grading Standards, San Bernardino County.
- Developed Draft Fiscal Impact Analysis, San Bernardino County

Environmental Analysis

- Two years, Environmental Team, San Bernardino County
  - Review and supervision of preparation of EIR's and joint EIR/EIS's
  - Preparation of Negative Declarations
  - Environmental review of proposed projects
- Eighteen years as an environmental consultant reviewing environmental documentation for plaintiffs in CEQA and NEPA litigation

Representation:

- Represented various clients in litigation primarily in the fields of Environmental and Election law. Clients include:

- Sierra Club
- San Bernardino Valley Audubon Society
- Sea & Sage Audubon Society
- San Bernardino County Audubon Society
- Center for Community Action and Environmental Justice
- Endangered Habitats League
- Rural Canyons Conservation Fund
- California Native Plant Society
- California Oak Foundation
- Citizens for Responsible Growth in San Marcos
- Union for a River Greenbelt Environment
- Citizens to Enforce CEQA
- Friends of Riverside's Hills
- De Luz 2000
- Save Walker Basin
- Elsinore Murrieta Anza Resource Conservation District

Education:

B. A. Economics and Political Science, Kansas State University 1970
Masters of Community and Regional Planning, Kansas State University, 1974
Additional graduate studies in Economics at the University of Missouri at Kansas City
J.D. University of La Verne. 1997 Member, Law Review, Deans List, Class Valedictorian, Member Law Review, Published, Journal of Juvenile Law

Professional Associations:

- Member, American Planning Association
- Member, American Institute of Certified Planners
- Member, Association of Environmental Professionals

Johnson & Sedlack, Attorneys at Law
26785 Camino Seco 12/97- Present
Temecula, CA 92590
(951) 506-9925

Principal in the environmental law firm of Johnson & Sedlack. Primary areas of practice are environmental and election law. Have provided representation to the Sierra Club, Audubon Society, AT&T Wireless, Endangered Habitats League, Center for Community Action and Environmental Justice, California Native Plant Society and numerous local environmental groups. Primary practice is writ of mandate under the California Environmental Quality Act.

Planning-Environmental Solutions
26785 Camino Seco 8/94- Present
Temecula, CA 92590
(909) 506-9825

Served as applicant's representative for planning issues to the telecommunications industry. Secured government entitlements for cell sites. Provided applicant's representative services to private developers of residential projects. Provided design services for private residential development projects. Provided project management of all technical consultants on private developments including traffic, geotechnical, survey, engineering, environmental, hydrogeological, hydrologic, landscape architectural, golf course design and fire consultants.

San Bernardino County Planning Department
Environmental Team 6/91-8/94
385 N. Arrowhead
San Bernardino, CA 92415
(909) 387-4099

Responsible for coordination of production of EIR's and joint EIR/EIS's for numerous projects in the county. Prepared environmental documents for numerous projects within the county. Prepared environmental determinations and environmental review for projects within the county.

San Bernardino County Planning Department
General Plan Team 6/91-6/92
385 N. Arrowhead
San Bernardino, CA 92415
(909) 387-4099

Created draft grading ordinance, hillside development standards, water efficient landscaping ordinance, multi-family development standards, revised planned development section and fiscal impact analysis. Completed land use plans and general plan amendment for approximately 250 square miles. Prepared proposal for specific plan for the Oak Hills community.

San Bernardino County Planning Department
North Desert Regional Planning Team
15505 Civic 6/90-6/91
Victorville, CA
(619) 243-8245

Worked on regional team. Reviewed general plan amendments, tentative tracts, parcel maps and conditional use permits. Prepared CEQA documents for projects.

Broadmoor Associates/Johnson Consulting
229 NW Blue Parkway
Lee's Summit, MO 64063
(816) 525-6640 2/86-6/90

Sold and leased commercial and industrial properties. Designed and developed an executive office park and an industrial park in Lee's Summit, Mo. Designed two additional industrial parks and residential subdivisions. Prepared study to determine target industries for the industrial parks. Prepared applications for tax increment

financing district and grants under Economic Development Action Grant program. Prepared input/output analysis of proposed race track Provided conceptual design of 800 acre mixed use development.

Shepherd Realty Co.
Lee's Summit, MO 6/84-2-86

Sold and leased commercial and industrial properties. Performed investment analysis on properties. Provided planning consulting in subdivision design and rezoning.

Contemporary Concepts Inc.
Lee's Summit, MO 9/78-5/84
Owner

Designed and developed residential subdivision in Lee's Summit, Mo. Supervised all construction trades involved in the development process and the building of homes.

Environmental Design Association
Lee's Summit, Mo.
Project Coordinator 6/77-9/78

Was responsible for site design and preliminary building design for retirement villages in Missouri, Texas and Florida. Was responsible for preparing feasibility studies of possible conversion projects. Was in charge of working with local governments on zoning issues and any problems that might arise with projects. Coordinated work of local architects on projects. Worked with marketing staff regarding design changes needed or contemplated.

City of Lee's Summit, MO
220 SW Main
Lee's Summit, MO 64063
Community Development Director 4/75-6/77

Supervised Community Development Dept. staff. Responsible for preparation of departmental budget and C.D.B.G. budget. Administered Community Development Block Grant program. Developed initial Downtown redevelopment plan with funding from block grant funds. Served as a member of the Lee's Summit Economic Development Committee and provided staff support to them. Prepared study of available industrial sites within the City of Lee's Summit. In charge of all planning and zoning matters for the city including comprehensive plan.

Howard Needles Tammen & Bergendoff
9200 Ward Parkway
Kansas City, MO 64114
(816) 333-4800 5/73-4/75
Economist/Planner

Responsible for conducting economic and planning studies for Public and private sector clients. Consulting City Planner for Lenexa, KS.

Conducted environmental impact study on maintaining varying channel depth of the Columbia River including an input/output analysis. Environmental impact studies of dredging the Mississippi River. Worked on the Johnson County Industrial Airport industrial park master plan including a study on the demand for industrial land and the development of target industries based upon location analysis. Worked on various airport master plans. Developed policy oriented comprehensive plan for the City of Lenexa, KS. Developed innovative zoning ordinance heavily dependent upon performance standards for the City of Lenexa, KS.

Response to Letter B
Johnson & Sedlack
Letter Dated July 12, 2012

Response to Comment B-1. The commenter has accurately summarized the general aspects of the proposed project. The commenter's comments on the Draft EIR (DEIR) in his letter dated June 1, 2012 was responded to in the FEIR. The comment letters on the DEIR and the City's responses were provided to City's decision makers for their consideration in approving the proposed project.

Response to Comment B-2. The comment requesting that the Planning Commissioners disapprove the project was been provided to them for their consideration. The Planning Commission unanimously rejected the request. The commenter's opinions on the quality of the environmental assessment that was done will be forwarded to the City Council Members for their consideration. The City disagrees with the commenter's generalized assertions regarding the adequacy of the VIP Moreno Valley Draft EIR.

Response to Comment B-3. The commenter's statement that there were no substantive changes made to the FEIR based upon the comments received is incorrect. The changes requested by the commenter in his letter dated June 1, 2012. Response to Comment D-24, D-55, and E-51 were either made to the FEIR or were determined to be infeasible or not required and a reason was provided in the responses to those comments.

There was one change required to the Responses to Comments that were identified as errors by the commenter. This was included in Response to Comment E-9 where the Mitigation Monitoring and Reporting Plan (MMRP) was edited for the Planning Commission meeting to delete the following wording from Mitigation Measure (MM) 4.2.6. 3A "Lease/purchase documents shall identify that tenants are encouraged to promote the following" but was left in the Response to E-9.

The Planning Commission and public were provided an updated MMRP at the public hearing on July 12, 2012, which the commenter did not attend. The changes requested by the commenter were included in the MMRP. During that meeting the changes to the MMRP were discussed by the environmental consultant and included in the public hearing minutes. This is the MMRP that was adopted by the Planning Commission on July 12, 2012.

The City is not in agreement that there were numerous comments in opposition to the proposed project. The comment letters received on the DEIR did not state direct opposition to the project. The letters from the commenter and Sierra Club asked for clarifications, additional analysis, expressed disagreement with the findings in the DEIR and requested that additional mitigation measures be considered. The commenter's letter of July 12, 2012 states direct opposition to the approval of the proposed project. It is the City's opinion the FEIR does address the comment letters received by the commenting agencies and individuals. It also contains additional clarifications, substantial evidence as to the findings, and revised and new mitigation measures.

Response to Comment B-4. Regarding the comment that no changes were made to the FEIR in response to the comments received on the Draft EIR, please see response to comment B-3. This comment is general in nature and therefore does not specifically identify which portions of the FEIR "fail as an informational document" and are "conclusory and fails to provide the analysis and examination required by CEQA." Based on the detailed responses to comment provided in the FEIR and the following detailed responses to the comments made in commenter's letter, the City disagrees with the general assertions made by the commenter.

Response to Comment B-5. The City disagrees the MMRP contains mitigation that is unenforceable. The commenter's statement "the project's MMRP lists many feasible mitigation measures but fails to require implementation of these measures or drafts such mitigation in an utterly unenforceable manner" is a generalization with no specific examples. The MMRP includes a list of the individual mitigation

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measures included in the Draft and FEIRs, at what stage of the development process they will be implemented, when they are to be implemented, by whom, and who is the party responsible to make certain the mitigation measure is enforced.

Response to Comment B-6. As stated in the FEIR, Response to Comment D-92, the same commenter incorrectly asserted that the environmentally superior alternative meets most project objectives and must be approved instead of the proposed project. As stated in the FEIR, the environmentally superior alternative (reduced density) will result in reduced air pollution and greenhouse gas (GHG) emissions but the significance of these impacts remain significant and unavoidable for air quality, global climate change, and traffic in the same manner as the proposed project. The significant and unavoidable project impacts associated with GHG emissions and traffic cannot be reduced to less than significant though reduction in the size of the project. The significant and unavoidable project impacts associated with air quality can be eliminated if the project is reduced to approximately 90,000 square feet (based on a linear reduction in the project's 990 pounds per day of operational NO_x emissions to below the 55 pounds per day threshold). The Reduced Intensity Alternative would, to some degree, realize the Project Objectives as follows:

- Create employment-generating opportunities for the citizens of Moreno Valley and surrounding communities;
- Encourage industrial development as attractive and productive uses while minimizing conflicts with the surrounding existing uses;
- Encourage warehouse distribution services that take advantage of the area's close proximity to various freeways and transportation corridors;
- Provide the infrastructure improvements required to meet project needs in an efficient and cost-effective manner;
- Encourage new development consistent with the capacity and municipal service capabilities;
- Provide a high-quality large-scale industrial development to provide jobs for residents at a variety of income levels;
- Facilitate the efficient and cost-effective movement of goods in and through the City, which, in turn, allows the City to compete economically on a domestic and international scale;
- Provide an industrial warehouse facility that meets the substantial and unmet demands of businesses located in the City and County;
- Cluster industrial warehouse uses near efficient access points to the state highway system to reduce traffic congestion on surface streets and to reduce associated air pollutant emissions from vehicle sources;
- Implement the City's General Plan Industrial/Business Park Land Use designations that are applicable to the site;
- Accommodate new development that channels land uses in a phased, orderly manner and is coordinated with the provision of necessary infrastructure and public improvements;
- Provide new development that will assist the City in obtaining fiscal balance in the years and decades ahead; and
- Address community circulation, both vehicular and pedestrian, utilizing available capacity within the existing circulation system, and provide fair share improvements to various future-year deficient intersections or road segments.

However, because the scale of the development would be diminished under the Reduced Density Alternative, the resulting generation of sales tax, the number of jobs created, and potential second tier economic benefits to the City and region (e.g. wholesale/retail support sales; temporary and long-term

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construction jobs, and facilities maintenance employment opportunities) would likely be reduced when compared to the Project.

The applicant is selling the property at a price that reflects the current market value for similar industrial-zoned properties in this region. The value of warehouse/industrial property is typically based on an assumed minimum building coverage (FAR) of 50%. The subject project FAR (51.5%) supports the seller's price for the land while meeting the minimum return on investment required to finance the development. The economic viability of the reduced density alternate has been studied which assumes a 25% reduction in FAR or approximately 404,033 square feet. This would result in a 38.6% FAR for the Reduced Density Alternative. The financial analysis for the reduced density project demonstrates that the project is not economically feasible. The estimated net proceeds after costs drop 73% when compared with the original project. Further, the Internal Rate of Return (IRR), commonly used as a metric to finance the real estate, plunges by nearly 60% for the less-dense alternative. This financial analysis demonstrates that the reduced density project alternative is not economically viable when industry standard development costs and minimum thresholds for financing are analyzed.

Response to Comment B-7. As stated in the Findings, all feasible mitigation has been applied to all significant and unavoidable impacts to the extent possible as limited by economic, legal, social, technological, or other considerations. Even so, certain impacts associated with air quality, GHG emissions, and traffic cannot be fully mitigated. In accordance with CEQA Guidelines Section 15093, a Statement of Overriding Considerations has been prepared that document the City's determination that the project's benefits outweigh its significant and unavoidable impacts.

Response to Comment B-8. The commenter does not specifically identify which "recent industrial/distribution projects within Moreno Valley" have allegedly failed to create the "promised jobs." The City assumes that comment refers to the "Skechers" warehouse project in eastern Moreno Valley (see Table A below). That project resulted in many workers transferring from existing warehousing in Ontario rather than creating "new" jobs, and the level of local job growth was not as high as had been initially expected mainly due to economic conditions at the time the project opened. It is not appropriate to assume this project will simply relocate jobs rather than create jobs. It is clear this project will require construction workers during the construction phase, and new permanent workers during operation. It also will generate revenues to the City from property and other taxes. Unfortunately, the exact number of employees cannot be known at this time since a specific end user has not yet been identified. CEQA only requires a level of analysis appropriate for the timing of the review based on information on the project that is available at the time the CEQA analysis is conducted. It is not possible to know, and it is overly speculative to require this project to precisely estimate its actual employment. For example, the following Table A compares projected employment for several warehouse projects recently proposed in and around the proposed project area. Table A demonstrates that acceptable employment generation rates range widely, in this case from 1 employee per 1,030 square feet up to 1 employee per 3,033 feet. The proposed Vogel DEIR used a mid-range of 1 employee per 2,500 square feet. This is reasonable especially considering the end user is not known at this time. It is therefore appropriate for the EIR and the findings to state the project will increase local employment without being specific as to the exact number of employees expected.

Table A: Employment Estimates for Recent Local Warehouse Projects

Source/Project (Jurisdiction)	Source Info (employee/square foot)	Square Feet	Number of Employees
Stratford Ranch[1] (City of Perris)	1: 2,500	1,712,880	685
Skechers[2] (City of Moreno Valley)	1:3,033 1,820,000		600
John Husing Logistics Report[3] (City of Moreno Valley)	1:2,000 NA		NA

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Vogel Industrial Projec[4] (City of Moreno Valley)	1:2,500	1,616,133	646
West Ridge Commerce Center[5] (City of Moreno Valley)	1:1,030 937,2	60	900

[1] Inland Empire Distribution Center Operations Profile, WCL Consulting, June 10, 2008. 2,500 square feet per employee is an average of the Inland Empire rates.
[2] Actual data from City of Moreno Valley Planning Department and Highland Fairview
[3] 2003 study by U.S. Energy Information Agency (see slide 25) shipping and distribution centers increase by 5% making it 1 employee/ 2000 sq ft
[4] Inland Empire Distribution Center Operations Profile, WCL Consulting, June 10, 2008. 2,500 square feet per employee is an average of the Inland Empire rates.
[5] Based on approximately one job per 1,030 square feet of development, per Riverside County General Plan Appendix E, Buildout Assumptions and Methodology Page 6, Light Industrial employment multiplier.
NA = not applicable

The EIR identifies the expected impacts of the project relative to air quality, greenhouse gases, traffic, agriculture, etc. and those impacts were evaluated against the identified thresholds of significance identified in the DEIR. The commenter includes the commenter's opinion regarding the scope of these impacts. It will be up to the discretion of the City Council to determine if the anticipated benefits of the project outweigh the identified impacts.

Response to Comment B-9. The commenter claims that the EIR fails as an informational document due to an allegation that the cumulative impact analysis of local traffic, aesthetics, biology, and hydrology/water quality did not take into consideration the World Logistics Center project. The CEQA Guidelines Section 15355(b) states *"The cumulative impact from several projects is the change in the environment which results from the incremental impact of the project when added to other closely related past, present, and reasonably foreseeable probable future projects."* Given the fact that the World Logistics Center was not a "*reasonably foreseeable probable future projects*" when the Notice of Preparation of issued for this project, it was not required to be addressed at all. Specifically, the Notice of Preparation for this project was distributed to the public on August 26, 2011. The applications were filed with the City for the World Logistics Center on March 19, 2012 and deemed complete on April 18, 2012. The Notice of Completion was filed for this EIR on April 20, 2012. Given this, the City would have been justified in omitting any discussion of the World Logistics Center.

Nonetheless, in an effort to provide as much information as possible to the public and the decision makers regarding potential cumulative impacts, the City did include a discussion of the impacts of the World Logistics Center for the topic areas where there would be a potential for a significant impact. These included air quality, greenhouse gas emissions, and traffic on the I-215 mainline. For other topics, given the nature of the two projects and the geographic distance between the projects (9.2 miles), no potential for the additive effects of impacts were identified.

As previously explained in the Final EIR, Response to Comment E-10, the cumulative impact analysis of local traffic, aesthetics, biology, and hydrology/water quality did not take into consideration the World Logistics Center project. The primary reason for this exclusion is the distance and separation between the two projects, which will result in little to no intermingling of certain cumulative effects on the environment. Specific responses to this allegation are as follows:

- Local traffic will not overlap because the two logistics centers truck traffic will be concentrated on the highway system and not local roadways. The two projects are not located in the same generally area and are separated by over 9 miles. The Mount Russell Range and Bernasconi Hills are also between the two sites. Therefore, because of the distance between the two projects and the topography there will not be a cumulative impact on aesthetics.

- Although the two projects are separated by geography and distance the biological resources are similar with a greater diversity of resources on the World Logistics Center site than the proposed Project site. The proposed Project was found to have a less than significant impact on biological resources including raptor foraging habitat. The Project's cumulative impact from the loss of

foraging habitat for raptors was determined to be less than significant. Both projects are subject to the requirements of the Western Riverside MSHCP. Compliance with the MSHCP mitigates the projects cumulative impacts on endangered and threatened species and species covered by the MSHCP.

- Again because of the distance between the two projects and the presence of the mountain ranges there will be no mixing of potential noise sources. Therefore, there will be no cumulative noise impacts.

- Because of the distance and separation of the sites from each other, the two projects will drain into two separate hydrologic areas. The proposed Project drains to the Perris drainage channel while the World Logistics Center drains to the south east in Mystic Lake. For these reasons, the cumulative impacts from the two projects will not intermingle. In addition, because the two projects are required to implement the most up to date Best Management Practices (BMPs), cumulative impacts on water quality would be less than significant.

Response to Comment B-10. Because a tenant has not yet been identified, it is not possible to formulate that sign program at this juncture. However, this does not mean that there is any project piecemealing. Page 3-4 of the Initial Study attached to the Notice of Preparation (DEIR Appendix A) states that…"the City's Municipal Code (Section 19.05 and Table 9.05.040-8) establishes the number, location, height, and style of signage permitted within industrial zones. The submittal and approval of signs are required for all development in the City; therefore, it is reasonable to conclude that any on-site signs are internally compatible and consistent with the City's current signage standards. Adherence to City requirements would result in a less than significant level." The extent of the project signage would be on the building or at most a monument close to the building, or smaller signage at distance away from the building to direct customers and deliveries to the actual building itself. The project is not adjacent to a freeway so signage would be limited to that consistent with the City's Municipal Code (i.e., not a billboard or other massive regional signage). The commenter has submitted no evidence suggesting that project specific signage would be a significant aesthetic impact. Therefore, the commenter's statement is not supported by facts in the record.

Response to Comment B-11. In Response to Comment D-12 states, as noted in the DEIR, " *project-related lighting impacts were determined to be less than significant because all development in the City, which includes light generated from warehouse buildings and parking lots, is required to adhere to lighting requirements contained in the City's Municipal Code (Section 9.08.100 Lighting), which states that any outdoor lighting associated with nonresidential uses shall be shielded and directed away from the surrounding residential uses. Such lighting shall not exceed one-half foot-candle at all property lines and shall not blink, flash, oscillate, or be of unusually high intensity or brightness. Lighting in parking areas and drive aisles must be at least 1.0 foot-candle and cannot exceed a maximum of 8 foot-candles. Adherence to the City's Zoning Code would ensure that any building or parking lighting would not significantly impact adjacent uses."* Therefore, impacts associated with night lighting and nighttime views are less than significant and no mitigation is required.

Response to Comment B-12. In Response to Comment D-16 the response does state that the purchase of agricultural conservation easements is " *economically infeasible" "[b]ased on the higher costs associated with land, water and labor, increased environmental regulation, and competition from neighboring regions where agricultural operations are less costly; thus, resulting in an inability to make farming profitable. The site has been planned for industrial uses since 1987, the City has recognized that the conversion of agricultural land under its jurisdiction is an eventual and expected outcome of current and future growth and the current General Plan does not include any agricultural designations; therefore mitigation for the loss of is not required.*[¶]*An easement does not compensate for the impact by replacing or providing substitute resources or environments (i.e., the easement would not create any new farmland where no farmland presently exists). See Fourth District Court of Appeal, Cherry Valley Pass Acres and Neighbors v. City of Beaumont (2010) 190 Cal.App.4th 316 (Cherry Valley)."* (See FEIR, p. 57, emph. add.) The commenter failed to provide the complete response to the comment which included the ruling by the Fourth District Court of Appeal quoted above. In discussion with Gail Egenes, Executive Director of

the Riverside Land Conservancy, the agency does not have any established program to purchase agricultural easements or lands. Also, in consultation with the National Conservation Easement Database, Riverside County does not have any established agricultural easements.[1]

Also refer to Response to Comment A-10.

Response to Comment B-13. The commenter is correct in stating there will be significant and unavoidable impacts to air quality during construction and operations of the proposed project. It is the commenter's opinion that the impacts are "extensive." As required by CEQA, the EIR categorizes the impacts by comparison to established thresholds of significance.

Response to Comment B-14. As stated in Response to Comment B-5, the MMRP includes a list of the individual mitigation measures included in the Draft and FEIRs, at what stage of the development process they will be implemented, when they are to be implemented, by whom and who is the party who is responsible to make certain the mitigation measure is enforced.

Response to Comment B-15. The Planning Commission and interested members of the public were provided an updated MMRP at the public hearing on July 12, 2012. The commenter did not attend the meeting, but the updated MMRP has been sent to the commenter. The changes that were requested by the commenter were included in the MMRP. During that meeting, the changes to the MMRP were discussed by the environmental consultant and included in the public hearing minutes. The revised and updated MMRP is the MMRP that was adopted by the Planning Commission on July 12, 2012.

Response to Comment B-16. The language the commenter is requesting to be added to the MMRP for Mitigation Measure 4.2.6.1D *"verification during grading and construction"* was added to the MMRP that was updated and provided to the Planning Commission at its public hearing on July 12, 2012. This is the MMRP that was adopted by the Planning Commission.

Response to Comment B-17. The developer has voluntarily agrees to remove "*during smog season*" from MM 4.2.6.1.H. If approved by the City Council, the mitigation measure will read as follows:

4.2.6.1H The contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper tune according to manufacturer's specifications ~~and during smog season (May through October)~~ by not allowing construction equipment to be left idling for more than five minutes (per California law).

Response to Comment B-18. It is clearly understood in the construction industry that if there is a notation on grading plans, bid documents, and construction plans those notations are to be implemented; however, to make it clearer that the specifications are to be implemented the developer voluntarily agrees to revise MM 4.2.6.1K as follows, if the City Council agrees:

4.2.6.1K Grading plans, construction specifications and bid documents shall also include the following requirements ~~notations:~~

- Off-road construction equipment shall utilize alternative fuels where feasible e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty;
- Gravel pads shall be provided at all access points to prevent tracking of mud onto public roads;
- Install and maintain trackout control devices at all access points where paved and unpaved access or travel routes intersect;

[1] http://nced.conservationregistry.org/browse/map, accessed September 4, 2012.

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- The contractor or builder shall designate a person or person(s) to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust off site;
- The contractor or builder shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The contact person shall take corrective action within 24 hours;
- High pressure injectors shall be provided on diesel construction equipment where feasible;
- Engine size of construction equipment shall be limited to the minimum practical size;
- Substitute gasoline-powered for diesel-powered construction equipment where feasible;
- Use electric construction equipment where feasible;
- Install catalytic converters on gasoline-powered equipment where feasible;
- Ride-sharing program for the construction crew shall be encouraged and shall be supported by contractor(s) via incentives or other inducement;
- Documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs;
- Lunch vendor services shall be permitted onsite during construction to minimize the need for offsite vehicle trips;
- All forklifts used during construction and in subsequent operation of the project shall be electric or natural gas powered.
- Suspend use of all construction equipment operations during second stage smog alerts.

Response to Comment B-19. The Planning Commission was provided an updated MMRP at its public hearing on July 12, 2012, which the commenter did not attend. The updated MMRP included the change requested by the commenter to include a timeframe for the community liaison to respond promptly or in a timely manner was included in the MMRP. During that meeting the changes to the MMRP were discussed by the environmental consultant and included in the public hearing minutes. This is the MMRP that was adopted by the Planning Commission on July 12, 2012.

The mitigation measure adopted by the Planning Commission required the construction relations officer/community liaison to respond to any concerns related to PM10 (fugitive dust) generation or other construction-related air quality issues within 2 days; however, if the City Council agrees, the developer voluntarily agrees to revise MM 4.2.6.1L to include a response within one business day as follows:

4.2.6.1L Throughout project construction, a construction relations officer/community liaison, appointed by the Applicant, shall be retained on-site. In coordination and cooperation with the City, the construction relations officer/community liaison shall respond to any concerns related to PM10 (fugitive dust) generation or other construction-related air quality issues within ~~2 days~~ <u>one business day.</u>

Response to Comment B-20. The developer voluntarily agrees to amend MM 4.2.6.1M if the City Council approves the modification as follows:

4.2.6.1M ~~All project entrances shall be posted with signs which state:~~ <u>The construction contractor shall require the following:</u>

- Truck drivers shall turn off engines when not in use<u>, and</u>

- Diesel delivery trucks servicing the project shall not idle for more than three (3) minutes~~; and~~.

4.2.6.1M(1) All project entrances shall be posted with signs that include the requirements in Mitigation Measure 4.2.6.1M and the following:

- Telephone numbers of the building facilities manager and CARB, to report violations.

Response to Comment B-21. The Planning Commission was provided an updated MMRP at its public hearing on July 12, 2012, which the commenter did not attend. The updated MMRP included the change requested by the commenter to replace "should" with "shall". During that meeting the changes to the MMRP were discussed by the environmental consultant and included in the public hearing minutes. This is the MMRP that was adopted by the Planning Commission on July 12, 2012. In addition the developer agrees to amend Mitigation Measure 4.2.6.1M as indicated above in Response to Comment B-20.

Response to Comment B-22. The Planning Commission was provided an updated MMRP at its public hearing on July 12, 2012, which the commenter did not attend; where the changes to MM 4.2.6.3A as indicated below and adopted by the Planning Commission. (*Note only a portion of MM 4.2.6.3A is shown below.)* In addition the errata to the FEIR indicates this change to Response to Comments E-4, E-9, and E-16 the findings for the City Council and the DEIR Errata (Section 3 or the FEIR).

4.2.6.3A Prior to issuance of the first building permit, building and site plan designs shall ensure that the project's energy efficiencies surpass applicable 2008 California Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City. The following ~~Any~~ combination of design features~~, including but not limited to the following list,~~ may be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent: *[Note the rest of the measure is not shown].*

The developer voluntarily agrees to implement the following design features to increase energy efficiency to meet or exceed the 2008 Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent:

- Increase insulation such that heat transfer and thermal bridging is minimized.
- Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption.
- Incorporate ENERGY STAR or better rated windows in the office area, space heating and cooling equipment, light fixtures, appliances, or other applicable electrical equipment.
- Exceed California Title 24 Energy Efficiency performance standards for water heating and space heating and cooling, as deemed acceptable by the City.
- Increase in insulation such that heat transfer and thermal bridging is minimized.
- Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption.
- Incorporate dual-paned or other energy efficient windows.
- Incorporate energy efficient space heating and cooling equipment.
- Use interior and exterior energy efficient lighting which exceeds the California Title 24 Energy Efficiency performance standards as deemed acceptable by the City.
- Use automatic devices to turn off lights when they are not needed.

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- To the extent that they are compatible with landscaping guidelines established by the City, use shade-producing trees, particularly those that shade paved surfaces such as streets and parking lots and buildings at the project site.
- Use paint and a surface color palette for the project emphasizing light and off-white colors which reflect heat away from the buildings.
- Install a photovoltaic array (solar panels) or other source of renewable energy generation on-site, or otherwise acquire energy from the local utility that has been generated by renewable resources, to meet the project's office electricity needs.
- Reduce energy demand associated with potable water conveyance~~, the project shall implement~~ using the following:
  - Landscaping palette emphasizing drought-tolerant plants;
  - Use of water-efficient irrigation techniques; and,
  - U.S. EPA Certified WaterSense labeled for equivalent faucets, high-efficiency toilets (HETs), and water-conserving shower heads.

MM 4.2.6.3A above prescribes a performance standard requiring a 20% improvement in energy efficiency (over and above the 2008 California Building Code [CBC]) for the building and lists suggested measures that can be included in the building's design to obtain this improvement in energy efficiency. New energy standards have been adopted by the State which will be effective on January 1, 2014 that would require that commercial/industrial buildings achieve a percentage of over 20% above the 2008 Title 24 standard. So the project is required to meet 2013 requirements prior to the January 2014 requirement date. Specifying that the project will meet the 2013 standards rather than the adopted 2010 standards assures that the project will meet or exceed all energy efficiency standards at the time of project construction completion. California's building efficiency standards are updated on an approximately three-year cycle. Thus, it is anticipated that even by the time construction is completed, the energy efficiency of the project will meet or exceed all adopted or even proposed standards.

Response to Comment B-23. The construction emissions analysis conducted using the CalEEMod model determined that with the multiple passes over the site there would be the equivalent of a total of 105 acres disturbed. The analysis assumed that there would be 24 days of site preparation and 42 days of grading, thus the average number of acres disturbed over the combination of site preparation and grading is 1.6 acres per day, which is less than 5 acres per day. These are the assumptions that resulted in the approximately 330 lbs/day of fugitive PM_{10} emissions. Thus, the analysis already assumes a daily disturbed area much smaller than 5 acres and even with grading an average of 1.6 acres per day, fugitive PM_{10} emissions more than twice the threshold.

Response to Comment B-24. The commenter is incorrect MM 4.2.6.1C does not state "were feasible". The measure adopted by the Planning Commission states the following:

4.2.6.1C Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall utilize California Air Resources Board (CARB) Tier II Certified equipment or better during the rough/mass grading phase for the following pieces of equipment: rubber-tired dozers and scrapers. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City.

In addition, the developer voluntarily agrees to use Tier III equipment during construction instead of Tier II.

Response to Comment B-25. Although these measures do not relate the developer also voluntarily agrees to implement the following measures that were included in the list under MM 4.2.6.3A to reduce mobile emissions:

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- Provide on-site bicycle storage/parking consistent with City of Moreno Valley requirements.
- Provide on-site showers (one for males and one for females). Provide lockers for employees.
- Provide preferential parking for carpools, vanpools or other alternative fuel vehicles. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to final site plan approval, delineate preferential parking for carpools and vanpools on the project site plan.
- Provide at least two electric vehicle charging stations. Locations and configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, delineate stub outs for charging stations on the project building plans.
- Provision of preferential parking for EV and CNG vehicles.
- Provide a display case or kiosk displaying transportation information including the RTA bus schedule in a prominent area accessible to employees.

The applicant has agreed to include the requested bicycle storage, on-site showers, Transportation Management Assn. Plan (TMA), preferential parking for carpools, vanpools and EV's and alternate fuel vehicles, plus two (2) EV charging stations as part of the required mitigation under MM 4.2.6.3A. These measures will provide practical, reasonable and effective mitigation for the reduction of vehicular emission but not energy efficiency. Additional suggested measures that apply to the building operation are problematic when considering implementation and enforcement. These requested measures would dictate the types of vehicles used by the future tenant, reduced hours of operation (less than 40 hours/week), method for goods transport, charging employees a fee to park single-occupancy vehicles and dictating the type of gardening equipment used at the facility. This speculative project is not being built for a specific user. The project will likely be sold to a corporate user driven by real estate cost, operational cost, and transport efficiency. The implementation of these measures will have a negative economic impact on each of these categories. If these additional measures were implemented, the result would be more expensive and less competitive operating cost as compared with other projects that are not burdened with these restrictions. Requiring these operational measures could dramatically affect the economic leasing and sales potential for this project resulting in a higher likelihood of vacancy (and income loss) over an extended period of time. These additional measures would be difficult, if not impossible, to enforce as there is no agency that monitors industrial operations to the degree necessary to enforce these additional operational mitigation measures.

Response to Comment B-26. The tailpipe emissions from the mobile sources are controlled at the state and federal level. Due to the nature of this project, there is very little that can be done to reduce the emission from mobile sources. The developer has agreed to take the steps outlined in the Response to Comment B-25, above. Thus, the EIR includes all feasible mitigation measures, as applicable. Other suggested measures are not feasible for the reasons stated above.

Response to Comment B-27. Refer to Response to Comment B-22. Changes were made to Mitigation Measure 4.2.6.3A as proposed in Response to Comments D-38, D-42, D-43, and D-44. There were no changes to the DEIR proposed in Response to Comment D-39.

Response to Comment B-28. The developer has agreed to implement the measures indicated in Response to Comment B-25 to reduce mobile emissions. These measures will be implemented separate from the list proposed in Mitigation Measure 4.2.6.3A. The remaining mobile source emission measures listed in 4.2.6.3A are infeasible to impose at this point in time as explained above in Response to Comment B-25.

Response to Comment B-29. Refer to Response to Comment B-22.

Response to Comment B-30. The developer voluntarily agrees to revise Mitigation Measure 4.3.6.1B to delete "consider" with "include" as follows if the City Council concurs with the requested change:

- Provide a landscape and development plan for the project that takes advantage of shade, prevailing

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winds, and landscaping. The landscaping plan shall be prepared by a registered landscape architect who will ~~consider~~ include the following:

- Plant at least 50 percent low-ozone forming potential (Low-OFP) trees and shrubs, preferably native, drought-resistant species, to meet city/county landscaping requirements.
- Plant Low-OFP, native, drought-resistant, tree and shrub species, 20% in excess of that already required by city or county ordinance. Consider roadside, sidewalk, and driveway shading.

Response to Comment B-31. At the July 12, 2012 Planning Commission hearing, the developer agreed to build the roof so that it could accommodate solar panels in the future, and to design the building to achieve LEED Silver standards. These concessions are included in the Conditions of Approval from the July 12, 2012 meeting. Not all the mitigation measures suggested by the commenter in Comment E-51 were carried into the FEIR. Therefore, the Table on page 126 in Response to Comment E-51 identifies all of the GHG reduction measures suggested for inclusion by the commenter and then specifies whether the measure was already included in the EIR, whether it would be added mitigation as part of the FEIR, or whether it was not be included due to infeasibility and an explanation as to why the measure was infeasible.

Response to Comment B-32. Response to Comment E-6 should have read "*The air quality analysis of construction shows that there will be exceedances of ROG, NO_X and PM_{10}. Tier III applies to equipment produced from 2006 to 2008. As of 2012, equipment produced since 2006 are becoming more readily available, but not to the extent that requiring their use is considered feasible mitigation. Tier II specifications result in a substantial reduction in PM_{10} and $PM_{2.5}$ (62.5% to 72.5%, depending on horsepower) over Tier I equipment, which is the basis of the mitigation measure. Tier III specifications are identical to Tier II for PM_{10} and $PM_{2.5}$, thus requiring this more stringent mitigation would have no benefit to the reduction in PM_{10} and $PM_{2.5}$ and was not required.* The developer voluntarily agrees to use Tier III equipment as requested by the commenter. However, it should be noted Tier III specifications are identical to Tier II for the reduction of PM_{10} and $PM_{2.5}$; therefore it was not reasonable to require more stringent measures if the result in reduction of PM_{10} and $PM_{2.5}$ will be the same.

Response to Comment B-33. Refer to Response to Comment B-18 regarding proposed changes to Mitigation Measure 4.2.6.1 K. Mitigation Measure 4.2.3.6A requires prescribes a performance standard requiring a 20% improvement in energy efficiency (over and above the 2008 California Building Code [CBC]) for the building and lists suggested measures that can be included in the building's design to obtain this improvement in energy efficiency. California's building codes on energy efficiency are approximately 50% more efficient than the national average. California's building efficiency standards are updated on an approximately three-year cycle. The most recent (2010) update increased energy efficiency standards in residential buildings by 20% compared to the 2008 standards[2]. The 2010 CBC did not change energy efficiencies for nonresidential buildings so the 2008 CBC energy standards are still in effect. New 2013 energy standards have been adopted by the State which will be effective on January 1, 2014 that would require that commercial/industrial buildings achieve a percentage of over 20% above the 2008 Title 24 standard for nonresidential construction. Through the adoption of MM 4.2.6.3A, this project is required to meet 2013 requirements now and not wait until 2014.

Response to Comment B-34. The site will not be disked prior to burrowing owl surveys. Also, Response to Comment E-21 includes a detailed response to the referenced comment. The commenter has not identified any portion of the comment that has not been addressed in the response.

Response to Comment B-35. The entire site (100% of the area disturbed) will be monitored by a paleontologist when disturbance reaches 4 feet below ground surface. Because of the type of geology onsite, the strata that could contain fossils is not found in the first 4 feet of soil. There is nothing in the mitigation measure that states only a portion of the project site will be monitored. The portion of the

[2] http://www.calchamber.com/GovernmentRelations/IssueReports/Documents/2012-Reports/GreenBuilding_2012.pdf, accessed August 30, 2012.

mitigation measure that stated monitoring would be discontinued was deleted as indicted on page 78 in Response to Comment D-49. The Planning Commission was provided an updated MMRP at its public hearing on July 12, 2012, which the commenter did not attend. The updated MMRP includes the changes to Mitigation Measure CUL-1 as indicated in Response to Comment D-49. These changes were adopted by the Planning Commission.

Response to Comment B-36. Mitigation Measure Geo-1 does not defer mitigation. The mitigation is provided to reduce the potential effects of an unstable soil as identified in Section 2.5.4 (page 2-15) of the DEIR. Mitigation Measure Geo-1 provides a mechanism to determine the specific design of the mitigation because it requires more specific information to be provided at the time the building foundation is actually designed. The determination of the potential significance of this impact was evaluated and made in the DEIR, and Mitigation Measure Geo-1 is designed to use the most accurate and available engineering information when the foundation is actually designed. It is not accurate to state that the significance of the impact could change based on more specific engineering design information that will be available at a later date. The project geotechnical consultant concluded that the potential impacts related to soils constraints could be effectively mitigated by the application of appropriate building design techniques. This conclusion would not be altered by more specific foundation design data but would actually make the results of the mitigation measure more assured.

Response to Comment B-37. Mitigation Measure Geo-2 is not deferred, vague, or unenforceable. The City's standard Conditions of Approval will require that the Expansive Soil Guidelines be included in the project's grading plans, which will ensure implementation and enforceability as required by the commenter. In addition the Mitigation Monitoring and Reporting Plan adopted by the Planning Commission on July 12, 2012, provide a mechanism for the City to enforce the mitigation measure. Specifically, the City may not issue a grading permit until this the measure is fully implemented.

Response to Comment B-38. The commenter opines that the proposed project will have significant individual impacts to GHGs not merely cumulative impacts. Project-related GHG emissions are not confined to a particular air basin but are dispersed worldwide. Consequently, it is speculative to determine how project-related GHG emissions alone would contribute to global climate change and how global climate change may impact the State. Therefore, project-related GHG emissions are not project-specific impacts to global warming but are instead the project's contribution to this cumulative impact. Project-related GHG emissions and their contribution to global climate change impacts in the State are less than significant and less than significant on a project specific basis because: (1) the project's impacts alone would not cause or significantly contribute to global climate change, and (2) the project has no substantial effect on consumption of fuels or other energy resources, especially fossil fuels that contribute to GHG emissions when consumed. However, project-related GHG emissions and their contribution to global climate change impacts are considered to be cumulatively considerable. (DEIR Section 4.3.6.1 Greenhouse Gas Emissions, Page 4.3-26)

Response to Comment B-39. Requiring LEED Gold certification is not a feasible requirement because LEED certifications can only be applied for not purchased. Specifying the project features that would minimize the climate change impacts is all that the EIR can reasonably do. In addition, the developer in the Planning Commission hearing on July 12, 2012 agreed to design the project to LEED Silver standards. Many green, energy-saving, sustainable upgrades required to achieve this standard have been added to the project including cool roofing, increased insulation, high-efficiency mechanical systems, low-consumption plumbing fixtures, concrete paving in lieu of asphalt, enhanced landscape/irrigation systems, stormwater filtration systems, LEED monitoring, commissioning, fees and processing costs. The inclusion of these features will result in approx. 55 points required to achieve the LEED silver award of 51 points minimum. The cost to design, construct and administrate the work to meet this standard will exceed $1,250,000 for this project. Adding further features in attempt to receive LEED Gold certification would result in a significant increase in the design and construction cost of the project. These additional costs would be passed onto the ultimate tenant or purchaser of the project resulting in a less competitive and economically-viable project.

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Response to Comment B-40. The requirement specified in Mitigation Measure 4.2.6.3 A is that the project's energy efficiencies surpass applicable 2008 California Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent. Since achieving this could be accomplished by many different combinations of project features, the bullet list of project features that would increase energy efficiency are not intended as an absolute list of measure to be implemented, but rather as examples of features that could assist in achieving the benchmark. The Commenter's comments regarding the wording of certain mitigation measures have been addressed above.

Response to Comment B-41. The reason carbon offsets are infeasible is that the carbon offset program is still in the development phases and it is unclear when it will be providing benefits, much less how this project could participate. This was explained in detail in Response to Comment E-54.

Response to Comment B-42. The nature of global climate change impacts is unlike all traditional environmental impacts. The traditional environmental impact analysis examines the project affects locally, meaning within a mile or two of the project site, or regionally, meaning within 50 to 100 miles of the project site. However, global climate change literally means global effects. Thus, while this EIR examines what the project effect on the local greenhouse generation might be, no one knows how this will combine with all the other world-wide changes, both increases and decreases, of GHG emissions to affect global climate. The Response sets forth facts demonstrating that carbon offset programs have not been sufficiently established to serve as a feasible mitigation measures.

Response to Comment B-43. A preliminary drainage study along with conceptual, preliminary grading plans are prepared during the environmental review and entitlement stage. It would not be practical, nor is it common practice, that final engineering plans and drainage studies be performed in the planning/environmental stages of a project. Preliminary drainage studies focus on identifying hydrology and water quality related impacts along with design parameters. Final drainage studies further examine hydraulics (analyzing street capacities and sizing storm drain pipes, etc.) using the design parameters established in the preliminary drainage studies.

Condition LD37 does not require that the hydrology study come to a specific conclusion, but rather establishes the design criteria where the 10-year storm flow shall be contained within street curbs and the 100-year storm flow shall be contained within the street right-of-way (the word right-of-way was omitted from the comment letter, but appears in the condition of approval). This is a standard requirement and design practice for streets to accommodate 100-year storm flows within street right-of-way. Condition LD37 is an acceptable, standard design practice which is consistent with the Riverside County Flood Control District Hydrology Manual.

Condition LD37 does not imply that additional mitigation measures may be required resulting from the final drainage study analysis, but rather that different drainage facilities/conveyance systems may be required to convey project flows. A street is designed not only to provide for vehicle transportation, but to convey storm water. By definition, a street is an open channel and a conveyor of storm water. If the street does not have enough capacity to carry 100-year storm flows, subsurface drainage improvements (catch basins and storm drains) are required. The City's additional requirement is to have one lane in each direction (inner lanes) on arterial streets without being underwater or flooded during 100-year storm events. When this criteria cannot be achieved, underground storm drain pipes are required to help carry the 100-year storm runoff.

Response to Comment B-44. As stated under existing conditions, land uses immediately adjacent to the project site are designated as commercial and industrial. The nearest existing sensitive receptors are rural residential units located approximately 1,000 feet to the north along Nandina Avenue, and residential uses approximately 0.77 mile southwest of the project site on the south side of Harley Knox/Oleander Avenue between Heacock Street and Patterson Avenue. The nearest residential units would be exposed to short term, intermittent, maximum noise level reaching 65 dBA Lmax, generated by construction activities on the project site.

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The following standards are listed in the Moreno Valley Municipal Code in Chapter 11.80.030 Prohibited Acts (Title 11). Sound level limits are established for both continuous and impulsive (momentary) sounds. The City prohibits grading activities between the hours of 8:00 p.m. and 7:00 a.m. and prohibits construction activities from 8:00 p.m. to 6:00 a.m. during the week and between 8:00 p.m. and 7:00 a.m. on weekends and holidays.

The City's Municipal Code, Section 8.14.040.E, specifies the hours of any construction within the City to occur only as follows: Monday through Friday (except for holidays that occur on weekdays), 6:00 a.m. to 8:00 p.m.; weekends and holidays (as observed by the City and described in Chapter 2.55 of the Municipal Code), 7:00 a.m. to 8:00 p.m., unless written approval is obtained from the City building official or City engineer. According to the City's Municipal Code Ordinance 8.21.050, grading permit requirements, the hours are limited to between 7 am and 6 pm weekdays and 8 am to 4 pm on weekends and holidays.

The City's Municipal Code, Section 9.10.140, specifies that all commercial and industrial uses shall be operated so that noise created by any loudspeaker, bells, gongs, buzzers, or other noise attenuation or attracting devices shall not exceed 55 dBA at any one time beyond the boundaries of the property.

None of the sensitive land uses in the project vicinity would be exposed to "high" construction noise (above 65 dBA) from the project site. Since no significant construction noise impacts would occur, compliance with the City's construction hour regulation is sufficient for the project to be considered to have a "less than significant" construction noise impact.

For clarification purposes the developer agrees to amend MM 4.9.6.1D, if the City Council agrees as follows:

4.9.6.1D During all project site construction activities, the construction contractor shall limit all construction~~-related activities that would result in high noise levels~~ to between the hours of 6:00 a.m. and 8:00 p.m. on weekdays and between the hours of 7:00 a.m. to 8:00 p.m. on weekends and holidays, unless written approval is obtained from the City Building Official or City Engineer. For grading activity, the hours are limited to between 7 am and 6 pm weekdays and 8 am to 4 pm on weekends and holidays.

Response to Comment B-45. The 3 dBA increase was not listed in the Thresholds of Significance section of the noise study. It was mentioned under the Measurement of Sound section to identify as the beginning of an "audible" noise level change. In the Long-Term Traffic Noise Impact section, it was stated that "It takes doubling of the traffic volume to have a 3 dB increase in traffic noise." and "project-related traffic noise level increases would be 0.8 dBA or less along all roadway segments analyzed. This range of noise level changes is small and is not perceptible by the human ear. Therefore, no significant traffic noise impacts would occur on off-site land uses from implementation of the proposed project." Therefore, the noise impact study identified that project-related traffic noise level increases would be small and considered less than significant, because all increases would be less than the audible change. There is no such statement in the technical noise impact study report. Again, our responses pointed out that we did not use 3 dBA as a threshold. It is used only to describe that, to result in such an increase, the sound source would need to generate two times the sound volume (energy).

Response to Comment B-46. Since the proposed project, an industrial warehouse, is not a noise-sensitive land use, the use of hard-site in the traffic noise modeling would not affect the conclusion that the proposed project would be significantly impacted by traffic noise. For off-site land uses, the only determining factor is whether project-related traffic noise level increase would significantly impact these land uses. As shown in the noise study, project-related traffic noise level increases would be 0.8 dBA or less, which is small and not perceptible by the human ear. No land uses in the project's immediate vicinity would experience traffic noise level exceeding the City's noise standard for commercial or industrial land uses as a result of the proposed project. The proposed project is not responsible for any off-site sensitive land uses that are more than 1,000 feet away and are already exposed traffic noise exceeding the City's

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land use noise standards. Please see Response to Comment B-48, which pointed out that the City's Municipal Code on the noise standards as "restricts noise levels above 55 dBA at night and 60 dBA during the day in residential areas, when measured at a distance of 200 feet or more from the real property line of the source of the sound…" The residences closest to the project site are more than 1,000 feet from the site and are at a distance "more than 200 feet" from the site; therefore, the existing residence would not be subject to noise levels that exceed the City's Municipal Code.

Response to Comment B-47. Please refer to the Response to Comment B-46 for the reason that no significant traffic noise impacts would occur on the proposed project and land uses in the immediate vicinity of the project site. Similar to the hard site/soft site scenarios, the increase in the truck percentage in the vehicle mix would proportionally increase the traffic noise in the project vicinity, but would not result in any significant traffic noise impacts as discussed in the Response to Comment B-46 above. The analysis factored in that half of the project-related vehicle trips are trucks, but the 1,365 daily trucks would be a percentage of the total (existing or future projected) trucks on roadways used by the project trucks. Given that there needs to be a doubling in truck volumes to add 3 dBA to the existing roadway noise, a (small, or less than 50 percent) percentage increase in truck volumes would add less than 1 dBA to the total traffic noise level. Therefore, it would not be perceptible by the human ear in an outdoor environment.

Response to Comment B-48. Please refer to the responses to comments D-46 and D-47 for the reason that no significant (operational) noise impacts would occur as a result of the proposed project. In addition, the City's Municipal Code, Table 11.80.030-2, Maximum Sound Levels for Source Land Uses states, "restricts noise levels above 55 dBA at night and 60 dBA during the day ***in residential areas***, when measured at a distance of 200 ft or more from the real property line of the source of the sound if the sound occurs on privately owned property, …" (Emph. added.) Therefore, it is clear that the City's Municipal Code specifically indicates that measurement of the source noise levels would be "*at a distance of 200 ft or more from the real property line of the source of the sound*". It is important to keep in mind that this project is not located in a residential area. For this project, the nearest residential area is a distance of 1,000 feet or more from the project (sound source) site. Evaluating the noise level at the nearest residential uses meets the City's definition specified in the Municipal Code. The project is compliance with all City Code requirements.

Response to Comment B-49. The nearest existing sensitive receptors are rural residential units located approximately 1,000 feet to the north along Nandina Avenue, and residential uses approximately 0.77 mile southwest of the project site on the south side of Harley Knox/Oleander Avenue between Heacock Street and Patterson Avenue. The nearest residential units would be exposed to short term, intermittent, maximum noise level reaching 65 dBA Lmax, generated by construction activities on the project site. None of the sensitive land uses in the project vicinity would be exposed to "high" construction noise (above 65 dBA) from the project site. Since no significant construction noise impacts would occur, compliance with the City's construction hour regulation is sufficient for the project to be considered to have a "less than significant" construction noise impact.

Response to Comment B-50. Even though the source handbook was published in 1987, many of the later journals and papers continue to reference the same resources that were used in the 1987 handbook. There are no government adopted construction equipment noise levels for use by the general public. The FHWA Highway Traffic Noise Construction Noise Handbook, which includes noise emission levels for several construction equipment was taken from the EPA Report – EPA 550/9-76-004. This report was published in 1976. The same document also cited FTA Transit Noise and Vibration Guidance Handbook on construction equipment noise, and it referenced back to the EPA Report as well. In the reference section of the Highway Traffic Noise manual, Special Report – Measurement, Prediction, and Mitigation, all references listed are dated from 1971 to 1976 which are older than the 1987 handbook that was used. Since the U.S. EPA has not conducted addition research or provided updated noise emission levels for off-road equipment, noise levels identified in the 1987 handbook are considered the most conservative and reliable noise emission levels by the industry.

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Response to Comment B-51. Please refer to the Responses to Comments B-44 through B-50 for the reasons that the proposed project would not result in any significant noise impacts. Therefore, compliance with the City's Municipal Code construction hours would be sufficient for the project to have a "less than significant" noise impacts.

Response to Comment B-52. Carlos Rodriguez with the Moreno Valley Fire Department stated Appendix B of the Fire Code allows local fire departments to reduce standard fire flow volumes to fire hydrants serving a building by up to 75 % if that building has sprinklers. They looked at the project plans and determined a 50% reduction would be appropriate and would still provide an adequate level of fire protection. The Project has been designed with sprinklers so the reduction in fire flow volumes is appropriate.

Response to Comment B-53. The TIA does not claim that Harley Knox Boulevard is the only truck route that will be used by the project. Trucks are also likely to use Ramona Expressway, Heacock Street, and Perris Boulevard, and the TIA analyzes those streets with trucks from the project included in the project trips. Harley Knox Boulevard is referred to as the "primary truck route" because approximately 60 percent of project trucks are anticipated to use Harley Knox Boulevard. Figures 1 and 2 are attached to the responses which show the City's designated truck routes (Figure 1) and the truck routes and percentages of trucks that will use those routes as analyzed in the project TIA.

Response to Comment B-54. The project traffic study discusses impacts of the project vehicles routing. As stated in FEIR, Response to Comments E-18 and E-19, the TIA prepared for the project and included in the DEIR analyzed the proposed project's impacts to area roadways. It should be pointed out that the DEIR is a summary of the TIA, which is factually a part of the EIR administrative record. In addition, Table 4.5.D in the DEIR clearly presents the estimated number of trucks projected from the proposed project. Figures 8 and 9 in the TIA show the passenger vehicle distribution and truck distribution, respectively, for the proposed project's passenger cars and trucks. Due to the fact that this information is readily available in the DEIR appendices, commenter's allegation that such specific information/data regarding the exact number of project added trucks is not presented in the EIR is incorrect.

The CEQA Guidelines Section 15355(b) states *"The cumulative impact from several projects is the change in the environment which results from the incremental impact of the project when added to other closely related past, present, and reasonably foreseeable probable future projects."* CEQA does not require that certain years be analyzed, provided other closely related past, present, and reasonably foreseeable probable future projects are considered. Although the EIR analysis of traffic impacts uses a "year 2013" time horizon in reference to the 2013 cumulative analysis, year 2013 is simply a naming convention. The analysis has met the cumulative requirements set forth by CEQA by considering other closely related past, present, and reasonably foreseeable probable future projects and therefore provides an adequate cumulative analysis of cumulative traffic impacts.

Response to Comment B-55. Caltrans Traffic Study Preparation Guidelines require analysis of freeways if a project adds more than 100 two-way peak hour trips on their facilities. The comment asserts that 10 percent of project trucks using the SR-60 could create impacts. This allegation is incorrect. The following discussion explains why the impacts to SR-60 are considered less than significant.

The project trip generation is 113 trucks during the p.m. peak hour, and would mean that the project would add, on an average, less than 14 trucks during the peak hour on SR-60. Existing traffic volumes on the SR 60 is approximately 9,000 vehicles during the peak hour, with approximately 11 percent trucks. This translates 990 trucks on the SR-60 during the peak hour under existing conditions. The project is forecast to add 14 trucks, or less than 1.5 percent to the truck traffic on the SR-60. Furthermore, if the total project traffic is considered, the project is likely to add about 40 Passenger Car Equivalency (PCE) trips to the SR-60. Compared to the existing PCE volume of 10,500 on the SR-60, the percentage change to traffic volumes due to this project is 0.4 percent. In addition, it is worth noting that Caltrans in their Draft EIR comment letter did not comment on any inadequacy of the traffic study scope of work.

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Response to Comment B-56. The traffic volumes on the I-215 did not change significantly between 2007 and 2009. In 2009, the AADT was 124,000 whereas in 2007 it was 125,000. Therefore, changing the analysis year from 2009 to 2007 would not change the findings of the analysis.

Response to Comment B-57. The commenter's original Comment D-92 states that where "there is an environmentally superior alternative that significantly decreases the significant impacts of the Project then that Alternative must be approved rather than the Project..." As stated in the FEIR, Response to Comment D-92, the significant and unavoidable project impacts associated with GHG emissions and traffic cannot be reduced to less than significant through reduction in the size of the project as envisioned by the Reduced Intensity Alternative. Although the significant and unavoidable project impacts associated with air quality can be eliminated if the project is reduced to approximately 90,000 square feet (based on a linear reduction in the project's 990 pounds per day of operational NO_x emissions to below the 55 pounds per day threshold), such a reduction in the size of the project would be unreasonable. As such, the environmentally superior alternative (Alternative 2 Reduced Intensity Alternative) does not significantly decrease the significant air quality impacts of the project. The Reduced Intensity Alternative would, to some degree, realize the Project Objectives. However, because the scale of the development would be diminished under this Alternative, the resulting generation of sales tax, the number of jobs created, and potential second tier economic benefits to the City and region (e.g. wholesale/retail support sales; temporary and long-term construction jobs, and facilities maintenance employment opportunities) would likely be reduced when compared to the Project. Also refer to Response to Comment B-6.

Response to Comment B-58. The commenter's request to deny the project and deny certification of the FEIR was provided to the Planning Commission for their consideration at their July 12, 2012 public hearing on the project. The Commission unanimously rejected the requests.

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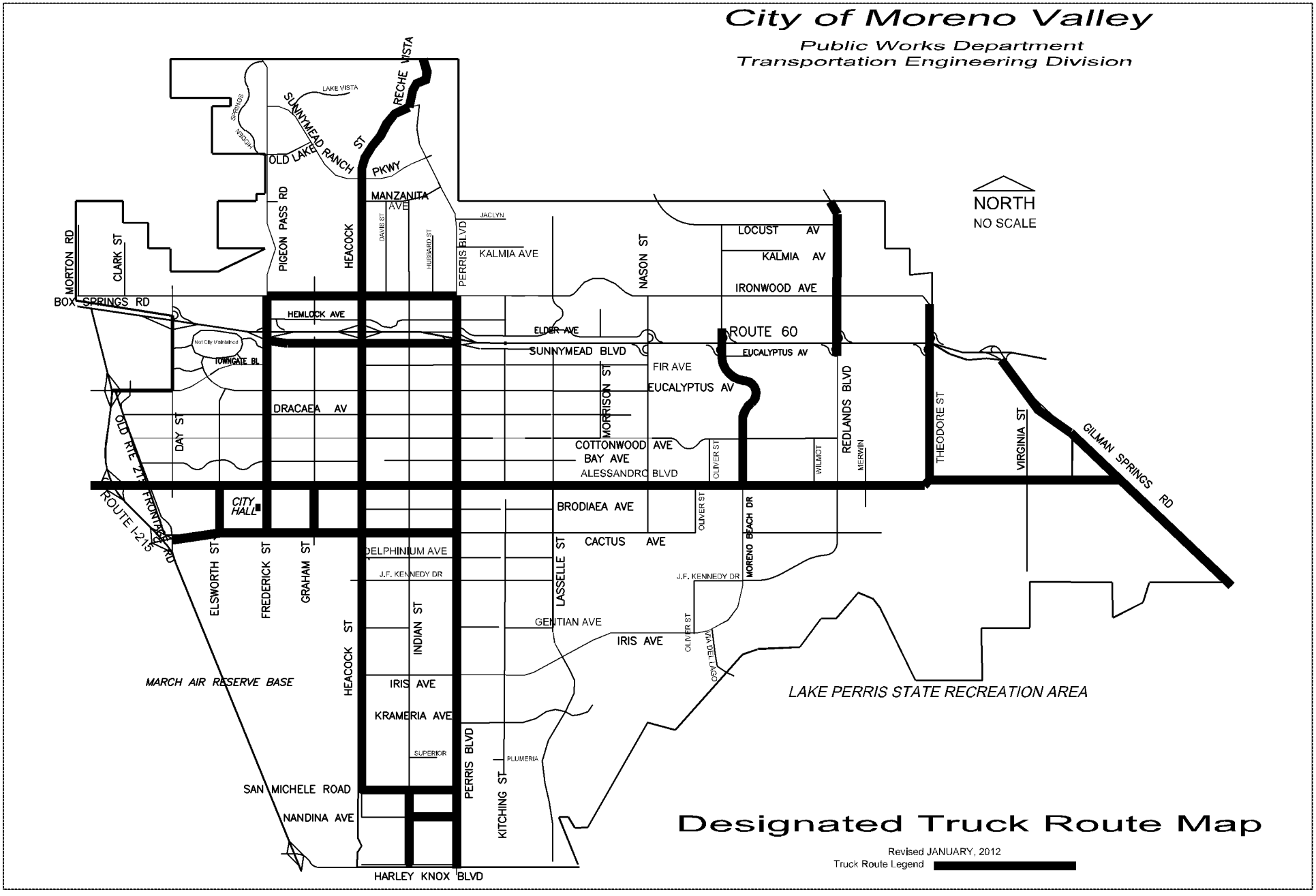

LSA

FIGURE 1

VIP Moreno Valley

City of Moreno Valley Truck Routes

SOURCE: City of Moreno Valley, 2012

I:\VOG1001\Reports\Traffic\fig1_MoVal_TruckRts.cdr (8/17/12)

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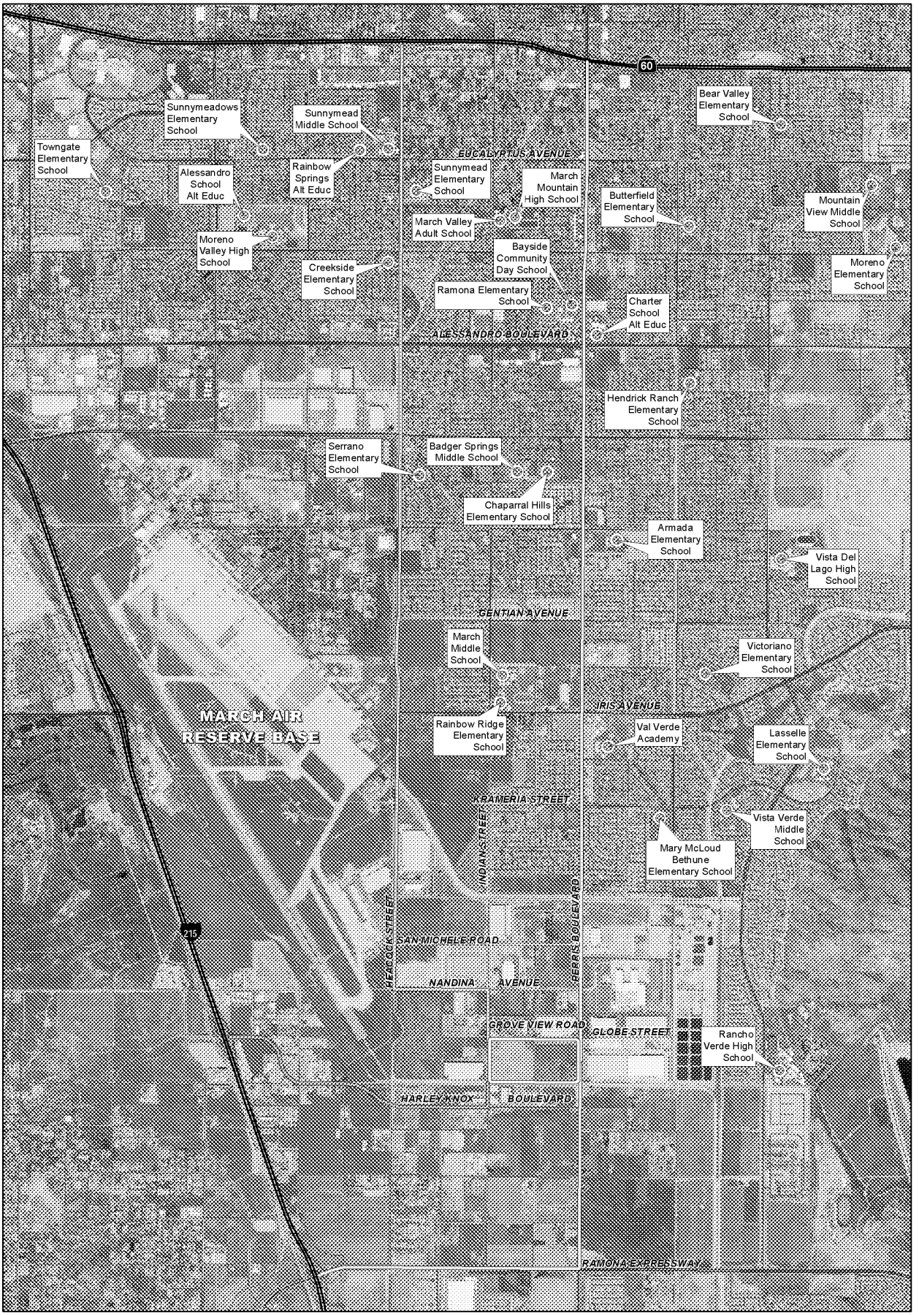

LSA

FIGURE 2

Project Location

Schools

Truck Trips

10%

15%

60%

N

0 1,300 2,600

FEET

SOURCE: AirPhotoUSA, 2008; Riverside County, 2011, Val Verde Unified School District, 2012; Moreno Valley Unified School District, 2012.

I:\VOG1001\Reports\Traffic\fig2_AnalyzedTruckRts.mxd (09/11/12)

VIP Moreno Valley

Truck Routes Analyzed in the Traffic Study

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July 25, 2012

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VIA FACSIMILE AND US MAIL

RE: Appeal of the Planning Commission Decisions Approving Vogel Industrial Park (VIP) Moreno Valley Project: July 12, 2012 Public Hearing Item 1, P11-090, PA09-0004, and PA09-0022, TPM 36162, and all associated approvals.

Greetings City Council:

By this letter, Residents for a Livable Moreno Valley and Sierra Club hereby appeal the Planning Commission decisions approving the VIP Moreno Valley Project, PA09-0004, PA09-0012, TPM No. 36162, and all associated approvals taken on July 12, 2012.

The basis for the appeal is that the environmental review undertaken for the project was procedurally and substantively inadequate. The EIR is inadequate as it fails to comply with the requirements of CEQA by inadequately analyzing impacts pertaining to, at least, agriculture, air quality, aesthetics, biology, cultural resources, geology, hydrology, GHGs, and transportation, among others. The EIR fails to adopt all feasible mitigation measures and ensure that mitigation measures are fully enforceable through permit conditions, agreements, and/or other legally binding instruments. (State CEQA Guidelines § 15126.4(a)(2)). Despite extensive commentary that not all feasible mitigation was adopted and that mitigation was vague, uncertain, and unenforceable, the FEIR fails to make needed changes to these measures. The findings made by the City and statement of overriding considerations adopted for the project are also unsupported by the record.

In addition to these grounds for appeal, Residents for a Livable Moreno Valley and Sierra Club hereby incorporate all comments previously made concerning this project and ask that they additionally be considered as the bases for this appeal.

Thank you in advance for your consideration of this appeal and please advise me of the hearing date for the appeal upon its being scheduled.

Sincerely,

Raymond W. Johnson
JOHNSON & SEDLACK

size of the lot; so that would be about 70 percent of open space. Now of course people put in pools and they do other things, but let's say even 50 percent of a residential lot would be open space; it would be grass or dirt or something you know, but it wouldn't be rooftop.

I don't think you are going to have anywhere near 50 percent open space in what Highland Fairview is proposing down there and I think maybe you need to look at that in perspective. I personally would prefer homes down there. I think we as residents need to stop just saying no, no, no, to warehousing. We need to give you a plan that we think would work better in that area and I think you need to have mixed use. I agree with warehousing or some type of commercial against the freeway. I think putting homes against the freeway is a mistake, but I also think that turning that entire area into a warehouse only area is wrong because then you are almost encircling the City of Moreno Valley on two sides by that type of development. So I'm looking at maybe we offer another alternative to what Highland Fairview is proposing and I know it is going to come before you okay at some point in time. Thank you very much.

CHAIR VAN NATTA – Thank you for your comments. Are there any other members of the public who had comments at this time? If not I'm going to close the Public Comments Section here and we will move on to our first Agenda item.

NON-PUBLIC HEARING ITEMS

PUBLIC HEARING ITEMS

1. Case Number: P11-090
PA09-0004
PA09-0022

Case Planner: Jeff Bradshaw

CHAIR VAN NATTA – Our Case Planner is Jeff Bradshaw. Would you like to give us an overview please?

PLANNING OFFICIAL TERELL – Jeff is on vacation today, so Chris Ormsby who has been working with Jeff in a supervisory manner will be taking care of the report today.

CHAIR VAN NATTA – Okay, Mr. Ormsby please; thank you.

SENIOR PLANNER ORMSBY – Thank you Chair Van Natta and members of the Planning Commission. The Staff has distributed several documents and letters for your consideration. I just wanted to go over those before I present.

You should each have a hard copy of the Facts, Findings and Statement of Overriding Considerations. You should have also received a copy of that earlier in the week as well. I believe that was my email. In addition, a memo has been provided dated July 12th, with regards to revised Special Districts Conditions. There are also two others; one from the Sierra Club San Gorgonio Chapter, dated July 11th, 2012 which was emailed earlier today and also we provided the hard copy and then also a letter from Johnson and Sedlack, dated July 12th, which was distributed this evening and finally there is a modified Mitigation and Monitoring Program which has also been distributed. Towards the end of my presentation, I will have Lynn Calvert-Hayes, Principal with LSA Consultants who prepared the EIR, provide some comments on the modifications to the Mitigation Monitoring Program that was distributed this evening and possibly comments on a least one of the other letters that were distributed as well. So, let me go ahead and provide the presentation of the project itself.

The proposed project is a 1,616,313 square foot warehouse distribution building. The building will include a total of approximately 44,000 square feet of business office space for the management of the warehouse. It is located on 80 acres and is located on the south side of Grove View Road southerly to the City Limits. The project is located between Perris Boulevard and bounded by Indian Street to the west. In addition to the Plot Plan, there is a Tentative Parcel Map 36162 which combines the four existing parcels into one single 80 acre parcel and that can be seen on the exhibit on the far right on the board.

An Environmental Impact Report was prepared for the project. The Draft EIR was circulated for a 45 day period from April 20th, 2012 and ended on June 4th, 2012. The Draft EIR was also sent to all required State and local agencies; also was presented to the City's Environmental and Historical Preservation Board and provided to other interested parties. Eight comments letters were provided during the 45 day review period. There were two additional letters received after that period. The response to comments prepared by the consultant, included all 10 letters, which have been incorporated into the Final EIR and in addition to that, of course the two letters that were provided tonight. With regard to availability of the documents as with the Draft EIR, the Final EIR was provided for public review at City Hall, the City Library and posted on the City's website.

So with that, then Staff would recommend the Planning Commission take the following actions; Approve Resolution No. 2012-16 and certify the EIR for VIP Moreno Valley Project completed consistent with California Environmental Quality Act and to Approve Resolution No. 2012-17, approving Plot Plan PA09-0004 and Tentative Parcel Map 36162 subject to the attached conditions of approval included as Exhibits A and B and before we actually turn it back over to the Planning Commission, we'd like to invite Lynn Calvert-Hayes with LSA, the Environmental Consulting firm to provide some comments.

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SPEAKER CALVERT-HAYES – Good evening. Thank you for having me here today. It is a pleasure on this nice steamy day. It is nice and cool in here though. I had provided you with a Mitigation Monitoring Plan that was updated for today and we found in going through the letters from Johnson and Sedlack and from the Sierra Club that some of the mitigation measures that were in the errata in the final did not make it appropriately into the Mitigation Monitoring Plan and there were just a couple of them.

The first one is on page 2 and what I did so that you can see the changes; the new language is double underlined and anything that is being deleted is struck out; so on page 2, under the monitoring frequency for the first mitigation measure, we added "during construction" and then I believe the next one is on page 17; excuse me it is on page 10. This is mitigation measure 4.2.6.3a. It starts on page 9 and follows on page 10. There was language struck out in that mitigation measure in consistency for the errata for the Final EIR. On page 17, the mitigation measure for cultural resources; cultural resource CUL1; there is language in the middle of that first paragraph that has been struck out. It was in response to comments to the original Johnson and Sedlack letter and it was also in the errata. I believe that was about it. Please bear with me, this is pretty long. Yeah, I think that was it. Yes, it was just the mitigation measures that were changed to be consistent with what is in the Final EIR. We also received this… the City received two letters; one from Johnson and Sedlack early this afternoon by email and also one from the Sierra Club and the gist of the letter is responding to the responses the City made on the original letter sent on the Draft EIR and at this point in time the Applicant would like to take additional time to respond to these letters in writing so that we can have the appropriate information in the public record, so we ask at this time if we could do that as far as the public record is concerned. Is that okay?

PLANNING OFFICIAL TERELL – I'm not quite sure I understand. Did they want to continue the Hearing or …

SPEAKER CALVERT-HAYES – I think it is going to have to take that to be able to respond to these. There are comments in not so much in the Sierra Club letter, but in the Johnson and Sedlack letter they are asking for changes to the mitigation measures and since we didn't have time today because of the timeframe, the Applicant is not comfortable making those changes without talking about it.

PLANNING OFFICIAL TERELL – Okay, well what we would normally do is go through… we've obviously given the Staff Report. We have the Public Hearing… well actually first of all the Applicant can come forward and make their presentation and then we have the Public Hearing and then at the time the Applicant comes up they can put that formal request on the record and then the Planning Commission can consider that after the close of the Public Hearing.

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SPEAKER CALVERT-HAYES – We also have with us today Ron Brugger who is also with LSA that prepared the Air Quality Greenhouse Gas Emissions and Health Risk Assessment and Tony Chung who prepared the Noise Analysis and Sandipan Bhattacharjee who prepared the Traffic Study, so if you have any questions please feel free to bring those people to help you answer.

CHAIR VAN NATTA – Do we go to the Public Hearing?

PLANNING OFFICIAL TERELL – Well at this time it is just to see if the Commission has any questions of Staff and that would extend to the environmental team; if you had any particular questions in advance of hearing the public testimony, otherwise you can go to the Public Hearing.

CHAIR VAN NATTA - Is everybody okay with going forward to the Public Hearing? Does anybody have any questions prior to that?

VICE CHAIR SALAS – I have one. This is allowed by right; isn't this area zoned for this out there?

SENIOR PLANNER ORMSBY – That's correct. It is consistent with the General Plan, zoning, and Specific Plan.

VICE CHAIR SALAS – Okay, thank you.

CHAIR VAN NATTA – Okay at this time I am going to open up… Oh, you had a question also?

COMMISSIONER OWINGS – I do… if I could direct it to the Staff. John would it be appropriate at this point to ask the Applicant in terms of we've all seen and read the Sierra Club letter dated July11th. Would it be appropriate at this point to ask questions of the IR Consultants to specific topics in that letter?

PLANNING OFFICIAL TERELL – Yes of the environmental team; that would be appropriate. We wouldn't be asking the Applicant, but yes the…

COMMISSIONER OWINGS – So I think it would be appropriate for us to do some questioning at this point prior to hearing the Applicant.

CHAIR VAN NATTA – Right, okay. If you have questions prior to the Public Comment, go ahead.

COMMISSIONER OWINGS – Excuse me was your name Lynn?

SPEAKER CALVERT-HAYES – Yes

COMMISSIONER OWINGS – My name is Tom Owings. How are you?

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SPEAKER CALVERT-HAYES – I'm great

COMMISSIONER OWINGS - Have you had an opportunity to review the Sierra Club letter of July 11th?

SPEAKER CALVERT-HAYES – Yes, yes I have

COMMISSIONER OWINGS – Do you feel comfortable answering questions?

SPEAKER CALVERT-HAYES – I can try; if not we do have our technical experts here if you need them to answer.

COMMISSIONER OWINGS – Do you have it in front of you right now?

SPEAKER CALVERT-HAYES – Yes I do

COMMISSIONER OWINGS – I intended to ask these same questions of the Sierra Club if they have a representative here, so I don't know who is going to speak on their behalf, but in terms of paragraph one, I just wanted to go through it in terms of paragraph by paragraph, so if we could just look at paragraph one there is a comment there in terms of the EIR in terms of Spanish language versions etc. Do you have a comment in response to the Sierra Club's criticism in paragraph one of the City's failure to write everything in Spanish to allow many who feel disenfranchised within our community to participate in public review process, quote unquote?

SPEAKER CALVERT-HAYES – Well you know that is up to the City as to what their policies are. It is not required by CEQA or by the State of California, but it is a City by City policy.

COMMISSIONER OWINGS – In that same paragraph, the Sierra Club quotes a New York Times article. Have you had an opportunity to review that article?

SPEAKER CALVERT-HAYES – No

COMMISSIONER OWINGS – "In paragraph two; you should require all warehouses to have their roofs covered with solar or at least built to standard which would support future installation of solar panels" (quoting from July 11th Sierra Club letter). Do you have any idea what would add to the cost of the development of this particular project?

SPEAKER CALVERT-HAYES – No I don't, but I'm sure the Applicant can answer that question for you.

COMMISSIONER OWINGS – It goes on to say that it would be in the Applicant's best interest to do that because he could sell the power to the Edison Company.

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Could I ask you can you think of any reason that if it was in the benefit of the Applicant that they wouldn't do it if it was financially in their best interest; is there any reason you can think of that they would not do it?

SPEAKER CALVERT-HAYES – I can't answer that. Again that is a question for the Applicant.

COMMISSIONER OWINGS – But from your experience in this realm, can you think of any reason why an Applicant theoretically would not avail himself of benefits that would be in his financial best interest?

SPEAKER CALVERT-HAYES – I would assume that if it is in his financial best interest; yes, but you know when you are building a building, there are certain cost parameters, so I'm sure they have their economics that they have to follow.

COMMISSIONER OWINGS – Moving on to paragraph three, "the Sierra Club does not believe the greenhouse gas emissions and climate change have been reduced to less that significant" (quoting from letter). Can you comment on that?

SPEAKER CALVERT-HAYES – Well the Draft EIR and also the Final in responding to all the comments; there is mitigation in the EIR; the Draft as well as there is revised mitigation in the Final that the City has determined that yes it mitigates the impacts of the project to less than significant for greenhouse gas emissions and global climate change, however cumulatively there is a significant and unavoidable effect.

COMMISSIONER OWINGS – On paragraph four, "the City of Moreno Valley needs to replace the phrase exceeding 'the 2008 California Buildings Codes, Title 24 Energy Standard' with exceeding the current California Building Codes, Title 24 Energy Standards 'at time of construction'" (quoting from letter). Do you have any comment on that first of all and then second of all, is it the City's priority on which standard to use during the course of this EIR and what are the differences between the two standards; 2010 and 2008 and are they in your opinion material differences?

SPEAKER CALVERT-HAYES – I will bring Ron Brugger forward to answer that question for you. He is the greenhouse gas emissions technical expert and he can explain to you what the differences are to the extent feasible.

COMMISSIONER OWINGS – Thank you

SPEAKER BRUGGER – Good evening Commissioners. My name is Ron Brugger. I am not an expert on Title 24 differences but I can speak about the fact… the first sentence in that paragraph talking about references to the 2008 building code in particular is a hold over. I mean in general, the section specifies that 2010 building codes would be complied with and this reference to 2008 is an

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error, so it should be 2010… it should be; in fact the language as suggested, not even mention the year but use current, is probably a good recommendation, so that part of that is probably a good recommendation to make.

COMMISSIONER OWINGS – So in your opinion, is this a point that needs to be addressed or has it already been addressed.

SPEAKER BRUGGER – It's a point that needs to be addressed. As far as I know it hasn't. This one reference; there are other references in the document to the building code compliance. It does not say 2008, so this is just …

COMMISSIONER OWINGS – It was my understanding from your testimony that the 2010 edition is the standard by which you are comparing. Is that correct or did I misunderstand?

SPEAKER BRUGGER – No 2010 is certainly the current standard and it is what the project will have to comply with.

COMMISSIONER OWINGS – So in effect, this is a concern by the Sierra Club that is not a concern.

SPEAKER BRUGGER – I would say that is a good way to put it; yes.

COMMISSIONER OWINGS – Thank you. Paragraph 5, "The Planning Commission needs to read or hopefully re-read concerns and suggestions in the letters submitted by Ray Johnson and George Hague to the VIP Draft EIR. Then require more of their suggestions of this massive warehouse project" (quoting from letter). So in that particular paragraph; paragraph 5, can you please comment.

SPEAKER CALVERT-HAYES – I'm not exactly sure what the question is. The letters that were submitted by Sierra Club and by Ray Johnson are contained in the Final EIR and the response to comments that are lettered D and E and as you can see in the Final EIR, the responses were quite robust and hefty.

COMMISSIONER OWINGS – Specifically here at the end of this paragraph, it says "It is the time the City works to protect the air quality we all breathe and of which we all have no choice. Smartway Carriers of 1.25 needs to be the goal of 90 percent for long haul trips carried by Smartway if this project is serious about reducing its environmental impacts instead of the lower 1.00" (quoting from letter). Could you comment on that criticism?

SPEAKER CALVERT-HAYES – There is a mitigation measure in the document. I don't have it in front of me. There is mitigation in the document for Smart Way and I'm not sure without pulling out that mitigation measure whether or not it

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reduces or it meets the 1.25 or 1 and I'm not sure why they are asking for a higher number. They don't justify why they are asking for it.

COMMISSIONER OWINGS – In your opinion without getting into too much detail, but is it your opinion or could you offer an opinion as to when it says we need to work to protect the quality of air we breathe of which we have no choice. Would the standard that you are currently meeting in the EIR protect the air we breathe sufficiently?

SPEAKER CALVERT-HAYES – Well the mitigation; the Applicant is implementing mitigation that is reducing the effects of air quality and of course for operational air emissions the issue is the type of fuel we use and until that is changed, then you know we are going to have additional air quality emissions.

COMMISSIONER OWINGS – Could you briefly describe the mitigation the Applicant is going to provide?

SPEAKER CALVERT-HAYES – Well there is mitigation in the document for construction emissions especially during grading to reduce the particulate emissions. There is mitigation that is in the document that not only reduces air quality but also reduces greenhouse gas emissions for the actual construction materials that are used in the building and the type of building that is built, as well as requiring that the trucks are cleaner and they follow certain truck routes that are closer to the freeways than going through residential neighborhoods and by schools and so forth, so there is adequate mitigation in the document to reduce air quality effects.

COMMISSIONER OWINGS – Again in going back to paragraph 5, would it fair to say that this paragraph mainly involves the construction period of the project; this comment?

SPEAKER CALVERT-HAYES – No I would assume they are talking about air quality during construction, operation of the building and the air quality emissions that are affected by the vehicles.

COMMISSIONER OWINGS – The only suggestion that they offer is to require tier three construction equipment instead of tier 2 as the developer wishes to use. Would that sentence not indicate that this paragraph is focusing on the construction period?

SPEAKER CALVERT-HAYES – It could; yes.

COMMISSIONER OWINGS – And would that then; would it be fair to say that the concern of the Sierra Club here is a temporary concern; that after construction it would no longer be a valid concern?

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SPEAKER CALVERT-HAYES – I don't know. I don't want to… well the last sentence is talking about the trips that have to do with the trips the trucks are taking, so that is more of an operational effect; it could be both.

COMMISSIONER OWINGS – It could be both…and the mitigation that you described earlier addresses both.

SPEAKER CALVERT-HAYES – Yes

COMMISSIONER OWINGS - Okay moving on to paragraph six, here "The Justin Adams AG report fails to analyze the impacts of losing agriculture land on raptor foraging" (quoting from letter). To the best of your knowledge, were there any crops being raised on this land?

SPEAKER CALVERT-HAYES – No, this particular parcel has been fallow since August of 2005. It was used as a sod farm. They were farming sod prior to that point. I don't know what the actual history is beyond that point, but no.

COMMISSIONER OWINGS – But to your knowledge, in recent times there have been no agricultural use.

SPEAKER CALVERT-HAYES – No there is no agricultural since 2005

COMMISSIONER OWINGS – So was there any attempt to ascertain the effects of raptor foraging?

SPEAKER CALVERT-HAYES – Well the study that was done had to do with the effects of losing ag-lands and not… the loss of ag-lands for raptor foraging has to do with a biological effect and not the effect of losing the production of ag-land and that is what those two studies are that are in the appendices to the Final EIR.

COMMISSIONER OWINGS – So could you comment on the criticism that is offered by the Sierra Club in paragraph 6? Is it valid or not valid?

SPEAKER CALVERT-HAYES – I don't think it is valid as far as that ag-report having to discuss that effect; that is a biological effect.

COMMISSIONER OWINGS – It goes on in paragraph six to say that the report fails to analyze the impacts of importing food on greenhouse gases, global warming and air quality (paraphrasing from July 11 Sierra Club letter). Do you think there is a significant impact to the greenhouse gas effect for the required importing of food from land that was fallow from 2005?

SPEAKER CALVERT-HAYES – No, especially since what was being farmed on that site was sod; it wasn't food… it wasn't a food product for human beings.

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COMMISSIONER OWINGS – You know it goes on in that paragraph to say it is therefore still an important area of employment? Do you have any idea how many people were employed in growing sod?

SPEAKER CALVERT-HAYES – No I don't

COMMISSIONER OWINGS – Do you believe it to be a large number or small number?

SPEAKER CALVERT-HAYES – I wouldn't think it be large

COMMISSIONER OWINGS – Okay, going on to paragraph seven…I believe they need to insert a word in the first sentence. I think there is a typo there. "The Sierra Club believes significantly more needs to be required…; more of what I'm not sure for this project to make it have less of an impact on… I guess it is correct grammatically on both the environment and the health of those in the Moreno Valley region. The direct impact and cumulative impacts can be further reduced with proper conditions of approval. Do you have any idea what those proper conditions of approval would be?

SPEAKER CALVERT-HAYES – No they don't state what they are.

COMMISSIONER OWINGS – It goes on to say that in a letter that I just saw from the law firm, it talks about gold LEED certification, but in this letter it talks about silver LEED certification. From your experience isn't it impossible to build a silver LEED certified building? Isn't it that you build a lead certified to the standards of LEED certification and then one year later the building would be certified, but isn't it technically impossible to build a LEED certified building?

SPEAKER CALVERT-HAYES – It is my understanding that building a LEED certified that is greater than just the standard lead certification for warehouses is difficult because of what is being asked.

COMMISSIONER OWINGS – But isn't it the procedure in LEED certification that you build it to their building specifications and then a year later it is certified.

SPEAKER CALVERT-HAYES – I'm not sure to be honest with you.

COMMISSIONER OWINGS – It is impossible to predict whether you will get certification; correct?

SPEAKER CALVERT-HAYES – Correct

COMMISSIONER OWINGS – Thank you. When is Moreno Valley going to raise the needs of its residents? Last fall the City of Riverside approved a warehouse

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with a gold LEED certified building. Isn't that an incorrect statement? It has not been certified as gold has it?

SPEAKER CALVERT-HAYES – As far as I know that is correct.

COMMISSIONER OWINGS – Thank you. So, thank you very much, that concludes my questions.

SPEAKER CALVERT-HAYES – Thank you.

CHAIR VAN NATTA – If I may I just have kind of a general question for the greenhouse expert; if he would come back forward. Tell me your name again please.

SPEAKER CALVERT-HAYES – It is Ron Brugger

CHAIR VAN NATTA – I'm not nearly as technical as some of the other Commissioners on this panel, but I just have a general question that comes to mind. If you have an 80 acre site and you build a single 1.6 million square foot building on it or you put 6 houses per acre, so you would have 480 homes and 960 cars coming and going at about 2,000 people living there, which project is going to have more impact on the environment?

SPEAKER BRUGGER – Are you asking which will have more of an impact on greenhouse gases? I mean that part of the impact?

CHAIR VAN NATTA – Yes

SPEAKER BRUGGER – It is not a very straightforward… there are a lot of factors that go into the greenhouse gas emissions. One of them is the energy required to keep the building either heated or environmentally heated or cooled, whatever is required and with a large warehouse that certainly takes a lot of energy, but with a large number of homes, each one of them being a separate island if you will and with the summers or whatever, a lot of air conditioning is required, so probably a lot more energy will be required for keeping; what is the number; 480 homes…

CHAIR VAN NATTA – If you are figuring at six houses per acre.

SPEAKER BRUGGER – Okay, then typical warehouses are typically not kept that cool; maybe the office space, but not the entire warehouse and I speak of energy… when you are generally talking about greenhouse gas emissions one of the very direct correlations is how much energy is required by a project. Energy translates very directly to greenhouse gas emissions or CO 2 emissions, so they are often used interchangeably when you are talking about greenhouse gas impacts.

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CHAIR VAN NATTA – It might just be an urban legend, but somebody told me that 80 acres of dairy farm actually creates more greenhouse gas

SPEAKER BRUGGER – There would be a lot of methane. Yeah, well it is not zero.

CHAIR VAN NATTA – Anything is going to have an impact right

SPEAKER BRUGGER – It is one of the tricky things with a greenhouse gas analysis. Almost everything emits CO 2 or it is a product of just biological and energy uses biological processing, so trying to say there is and I don't know of an example of something that would produce zero greenhouse gas emissions or greenhouse gas…

CHAIR VAN NATTA – Unless we just simply don't develop it at all

SPEAKER BRUGGER – Yeah, but if you have plant life…

CHAIR VAN NATTA – Even that does

SPEAKER BRUGGER – Yeah I mean that just the nature of plants effects… now you can argue that it is maybe absorbing CO 2 and may have a positive effect on greenhouse gas emission and that it has a net reduction in an area perhaps, but…

CHAIR VAN NATTA – But just in the comparison between 480 homes versus a single warehouse, it wouldn't be very clear to say that oh absolutely the warehouse is going to be a lot more damaging to the environment; create a lot more greenhouse gas and is something… just a big difference between the two

SPEAKER BRUGGER – You know most of the time a large industrial warehouse facility does wind up; when I do an analysis and total everything up, more greenhouse gas emissions come from a large warehouse than an equivalent if you will sized residential, but it is not 10 times or a 100 times, it is maybe 2 times or 3 times or so. It is generally more but not a huge amount.

CHAIR VAN NATTA – And that is why we are looking for mitigation on those items to keep it as low as possible.

SPEAKER BRUGGER – Well that is the other tricky part about greenhouse gas impacts, is it is the classic cumulative effect. It is very difficult to say any one individual project is going to have a significant impact on global climate, which is the question. So is a large warehouse or a large residential development or a large retail shopping center; any one of those, that is what everybody is wrestling with; you know State, Federal, Cities or whatever, so that is the challenge is how

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is any one project going to have a significant impact on this huge cumulative global or certainly very regional situation.

CHAIR VAN NATTA – Okay, alright, thank you. It was just a point of curiosity there. Thank you very much.

COMMISSIONER OWINGS – Madam Chairman, if I could just while you are in this vein of questioning. Looking at the and I know you haven't had the opportunity to look at it because neither have I, but the Johnson and Sedlack, Attorney at Law letter; page 3, cumulative impacts as you were just discussing them… Response to comment E10, acknowledges that the World Logistics Project was only considered in determining which certain cumulative impacts; not all cumulative impacts. Those impacts for which the World Logistics Project was apparently not considered include, but are not limited to: traffic off the highway main line, noise, aesthetics, biology, hydrology/water quality, among others. The EIR fails as an informational document by failing to consider cumulative impacts from the World Logistic Project in each of these areas of the EIR (quoting from the Johnson and Sedlack letter, July 12).

I think my question to you is three-fold. Number one, could you please address the criticism that was made in this paragraph; number two, is it proper to use the cumulative effects of the World Logistic Project if the project has not been approved and may not be approved. We have an applicant now we should be fair to and they are first in line and is it proper to consider a project that hasn't even been approved in those cumulative effects; and number three, could you address the very last part of this sentence which says, the EIR fails as an informational document by failing to consider cumulative impacts from the world logistics project in each of these areas.

SPEAKER BRUGGER – Do you want to get that one? It is more of a general EIR question.

SPEAKER CALVERT-HAYES – Yeah, okay, first of all when we went through the Initial Study we found that some of the impacts were either less than significant or were mitigated to less than significant with mitigation and those were biology, cultural resources, hydrology which is drainage. The EIR did look at the cumulative effects of all the projects that were listed in Section 2 of the document; of the Draft EIR. There was a table and there was also a map that showed all the cumulative projects and the World Logistics Center was one of them. It is a foreseeable project, even though it is not approved or it hasn't gone through its approval process yet, but according to CEQA you need to look at all projects, including possible cumulative effects of other projects combined with the particular project that you are studying, so when you have already determined that the effects are less than significant, it is not going to be a cumulative effect just because you have another big project in the area, because

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what you are analyzing is the project at hand. You are not analyzing all the effects of the World Logistics Center, so I believe that comment is a bit skewed.

COMMISSIONER OWINGS – Well let me ask further for my own information. How can you ascertain what the cumulative impacts of a project such as the world logistics project, when you don't know what the mitigation that will be required from them to build the plant nor do you know what the conditions of approval will be imposed by this body or the City Council.

SPEAKER CALVERT-HAYES – That is true, but one of the things that you can analyze is okay; we know this big warehouse project is potentially coming in. Yes it is going to affect air quality and greenhouse gas emissions and there will be truck traffic on the freeways and those were all looked at in combination with this particular project and you are determining whether this project has a cumulative effect on the environment and not the other projects.

COMMISSIONER OWINGS – Isn't it true though that when the World Logistics Project submits its EIR or EIS, it will have to determine what the cumulative effects of your project and its project are and so therefore there will be additional mitigation; potentially there would be additional mitigation passed on to the world logistics project.

SPEAKER CALVERT-HAYES – I can't say if there would be additional mitigation.

COMMISSIONER OWINGS – The proper question would be isn't that a potential possibility?

SPEAKER CALVERT-HAYES – It is a possibility. One of the other things that you need to take into consideration is will this project be built by the time the World Logistics Center is analyzed. If it is, it becomes the baseline. It doesn't become part of the cumulative because it has already been built, so if is not built yet, then yes, it will be part of the cumulative discussion.

COMMISSIONER OWINGS – The chances are this building may be built; probably be built prior to the World Logistics Center. Is that correct?

SPEAKER CALVERT-HAYES – Possibly

COMMISSIONER OWINGS – What do you think the odds are?

SPEAKER CALVERT-HAYES – I don't know. You'll have to ask the Applicant on that one.

COMMISSIONER OWINGS – Okay

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SPEAKER CALVERT-HAYES – Not a fair question

CHAIR VAN NATTA – Do we have any other questions here before we go to public comments? Okay then I am going to open the hearing to comments from the public for agenda item number one.

ASSISTANT CITY ATTORNEY BRYANT – You might want to call the Applicant forward first.

CHAIR VAN NATTA – I'm sorry. I'm getting ahead of myself here.

PLANNING OFFICIAL TERELL – It is appropriate to open the Public Hearing and then the first speaker is the Applicant.

CHAIR VAN NATTA – Oh okay; alright, then the Applicant

APPLICANT RUSSELL – Good evening. My name is Patrick Russell. I'm with Sares-Regis Group, representing Vogel Engineers, the Applicant. There are a couple of items I wanted to mention. First of all we are going to build a sustainable designed project and it would be our intent to pursue LEED certification and if possible a silver certification. At this point in time it is not clear whether or not we would be able to achieve silver but we are making the commitment to a certified level.

The other item that I wanted to mention is that we will be providing a strengthened roof that would be able to accept future application of a solar array if and when that was chosen by the tenant for the building. There is also a correction I'd like make to Lynn's errata and that was on page 10 and it is under the mitigation measure 4.2.6.3a. The strikeout that Lynn was referencing is nearly correct, but the word any should not have a strike through and the purpose for that is that this list of items, the intent was to achieve 20 percent reduction as per Title 24 requirements and it was to service a menu of choices, not to be specific that the entire combination of items listed below would be included in the project, it would was for the applicant's engineers and the applicant to decide how we could achieve that 20 percent, so therefore I would like to make that correction and that is really all I had to say. I'm available for any questions that you may have.

PLANNING OFFICIAL TERELL – If you might, did you want to formally request a continuance or do you want to address that when you have your opportunity at the end of the other comments?

APPLICANT RUSSELL – Yeah I would like to address that at the end. I think that would be most appropriate.

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PLANNING OFFICIAL TERELL – By the way, that particular wording change would be acceptable to Staff because we've always read that to be a menu because if you did everything, you probably would well exceed the 20 percent.

CHAIR VAN NATTA – Okay

VICE CHAIR SALAS – Do you have a tenant for this building?

APPLICANT RUSSELL – We currently do not have a tenant, although I can say that we have some very strong interest in the building and they are a very reputable Fortune 500 type of firms.

VICE CHAIR SALAS – Well do you plan on building this building without a tenant?

APPLICANT RUSSELL – Yes

VICE CHAIR SALAS – So you are going to go ahead and go with construction?

APPLICANT RUSSELL – And there is a very good possibility that we might have a tenant by the time we go to construction. At this point in time we don't have a commitment from a tenant. Well pretty much all of the time you are not going to get a commitment from a tenant until you have an entitled project.

VICE CHAIR SALAS – Okay

CHAIR VAN NATTA – Are there any other questions?

COMMISSIONER OWINGS – Hi, how are you doing?

APPLICANT RUSSELL – I'm doing well, thanks

COMMISSIONER OWINGS – Thanks for coming Patrick. Patrick, the other day I was reading the Press Enterprise and I freely admit that on occasion I do read the Press Enterprise and it had a small article in it that said that the type of warehouses that you are proposing are in short supply and high demand. Do you agree with that assessment?

APPLICANT RUSSELL – Yes I do

COMMISSIONER OWINGS – Which I find to be interesting since their headline articles do not seem to suggest that, but this small article in the middle said the occupancy rate was almost zero. Is that correct?

APPLICANT RUSSELL – That's correct

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COMMISSIONER OWINGS – Okay, so when you say you are going to make the structure of the roof able to take on solar panels, was that something that was originally always planned or is that something that you did in response to the Sierra Club criticism?

APPLICANT RUSSELL – It is in response to the letters that we received; the criticisms from the Sierra Club as well as Johnson and Sedlack letters.

COMMISSIONER OWINGS – Just in general, wouldn't you think that would be a good thing to adopt in future projects though to be able to have the option to do solar panels if in the future those types of things became economically feasible?

APPLICANT RUSSELL – Yes I do and one thing that I should make clear is that Edison at this point in time has met their requirement for renewable energy.

COMMISSIONER OWINGS – Well that was my second question to you, so go ahead.

APPLICANT RUSSELL – And they have engaged in a number of power purchase contracts with large users such as these types of buildings and at this point in time have met their State mandated requirements for that.

COMMISSIONER OWINGS – Because I have heard that they are not interested in purchasing the power and are doing… Is that a correct statement?

APPLICANT RUSSELL – That is correct; yes and at some point in the future there will be probably more opportunity, but at this point in time, Edison isn't interested in extending any more power purchase agreements.

COMMISSIONER OWINGS – Could you enlighten us along with the public as to what the cost of the power that is sold to Edison is and how it affects ratepayers of Edison the purchase of that power?

APPLICANT RUSSELL – I'm sorry, could you repeat the question.

COMMISSIONER OWINGS – Could enlighten us as to the cost or the price that Edison pays to the solar provider; the solar panel electric producer for the electricity and how it compares to what they could buy from other sources and what effect does that purchase of this alternate energy have on the overall ratepayers of Edison; just in general.

APPLICANT RUSSELL – Well it really depends. First of all, the rate they pay the producers often times are base rate as far below that what the return would be required.

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COMMISSIONER OWINGS – So in other words, they are paying more for the solar produced power than they would from a coal fired plant or a natural gas plant? So, the difference between that is a loss. Where is that loss made up?

APPLICANT RUSSELL – Ultimately the ratepayers pay it

COMMISSIONER OWINGS – So the person who puts the solar on his roof, might end up actually paying himself back or paying Edison for the electricity he is purchasing?

APPLICANT RUSSELL – That's possible.

COMMISSIONER OWINGS – And then the rest of the ratepayers would make up the difference.

APPLICANT RUSSELL – Correct.

COMMISSIONER OWINGS – Okay, alright, so then you mentioned the LEED certification. Could you please enlighten as to how LEED certification comes about. It has been my understanding that you build a building to certain specifications and if you're lucky they will certify it.

APPLICANT RUSSELL – That's correct. We design a building with certain components that are sustainable; green; energy reducing; water saving and it is a very rigorous list of items that you have to provide in order to be LEED certified even at the most basic level. Furthermore, there are steps during construction that are quite rigorous and need to be documented during the period of construction, which on a project like this could take up to a year. Following the completion of construction, there is a commissioning process as well as a validation process that takes place with the US Green Building Council who administrates the LEED certification and that process can take six months or perhaps longer depending how diligent that your LEED Consultant is, so it would be difficult to say upon occupancy a project would be LEED certified or would have received an award. We may get there someday but we are not at this point in time and as probably everybody knows the USGBC is inundated with applications, so what we found is it is taking more time and not less time to get those certifications completed.

COMMISSIONER OWINGS – So if I understand your testimony correctly, what you said earlier is that it is your intent to build this building to LEED silver certification standards. Is that correct?

APPLICANT RUSSELL – It is our intent and if we are looking for a shall you know the shall would be that we shall build it to a certified standard.

COMMISSIONER OWINGS – So I'm still unclear whether you are going to build it the standard or not.

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APPLICANT RUSSELL – Okay, well we would build it to a LEED certified standard.

COMMISSIONER OWINGS – And hope that it would be certified as a silver building

APPLICANT RUSSELL – Correct.

COMMISSIONER OWINGS – So even if it were not certified, we would get the effect and benefits of all the extra money that you've spent to build it to their standard.

APPLICANT RUSSELL – Absolutely.

COMMISIONER OWINGS – So the certification is really just kind of icing on the cake. It is really a diploma on the wall.

APPLICANT RUSSELL – Yes and it has long term benefits you know for both the user and the environment.

COMMISSIONER OWINGS – But in terms of its benefits to the environment, the certification on the wall doesn't do anything, it is just building it to the standard; correct?

APPLICANT RUSSELL – That's correct.

COMMISSIONER OWINGS – So while we are on the topic of Leed certification, it has been rumored that the Sketchers building has not been certified because it has been rumored that the reason it has not been certified… Are you familiar with Sketchers laying the proper foundation?

APPLICANT RUSSELL – Yes.

COMMISSIONER OWINGS – Alright, so the reason it has not been certified is that they've never certified a building that large, so they are not quite sure how to. Have you heard anything to that nature and could you corroborate that statement.

APPLICANT RUSSELL – I have not read that information but I would imagine it would be very difficult because it is a first.

COMMISSIONER OWINGS – Well your building is nearly as big

APPLICANT RUSSELL – Correct.

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COMMISSIONER OWINGS – So it appears that you would anticipate the same difficulties in becoming certified.

APPLICANT RUSSELL – Yes but typically once USGBC runs through the process, it becomes much smoother the next time around.

COMMISSIONER OWINGS – So you are saying once they do Sketchers, they'll get faster

APPLICANT RUSSELL – Well we are not pursuing gold first of all, which is a very high bar to achieve, especially for an industrial building and my hesitancy in committing to silver is that USGBC continues to change their requirements over time.

COMMISSIONER OWINGS – So it is somewhat of an elusive target.

APPLICANT RUSSELL – It is.

COMMISSIONER OWINGS – Alright and you've had an opportunity to kind of glance at this original letter that was sent to us by I think George Hague, representing the Sierra Club on July 11th.

APPLICANT RUSSELL – Yes.

COMMISSIONER OWINGS – Do you have any overall comments concerning that letter that you would like to make the Commission aware of?

APPLICANT RUSSELL – Why I think that we took the letter seriously and gave all of the comments a lot of consideration and we adjusted our responses and mitigation to address those concerns.

COMMISSIONER OWINGS – Has the Sierra Club had an opportunity to discuss your changes with you or is this the first time they are aware of those changes?

APPLICANT RUSSELL – They have had the opportunity to review our responses to their letter as well as the modified mitigation monitoring program and response to comments in the EIR.

COMMISSIONER OWINGS – In their response; have they responded to you?

APPLICANT RUSSELL – Just several hours ago we received a second letter.

COMMISSIONER OWINGS – And that would be the letter dated July 12th?

APPLICANT RUSSELL – Correct.

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COMMISSIONER OWINGS – Some folks would say that no matter what you do you are going to end up being sued by the Sierra Club. Is that a statement that you would agree or disagree with, no matter what you do or say to mitigate this project?

APPLICANT RUSSELL – Well I would consider that to be an opinion and…

COMMISSIONER OWINGS – Is it an opinion that you share?

APPLICANT RUSSELL – You know I'd prefer not to comment

COMMISSIONER OWINGS – I understand. Thank you.

CHAIR VAN NATTA – Okay Commissioner Giba you had a question?

COMMISSIONER GIBA – I'm going to shift just a little bit. I went out to the site; the area and they are doing a lot of the construction work right now, but the traffic in that area is horrendous. I mean I tried to go down Harley Knox to get back on the freeway and there are trucks going every which way because there is a lot of not just construction but a lot of warehouses and additional facilities out there. I'm curious that is 1.6. I mean I've been out to Sketchers. I've been to that site and that's a huge facility. Question number one, about how many trucks do you expect to be docking and leaving and coming into that facility on a daily basis.

APPLICANT RUSSELL – I'm going to defer to our traffic engineer, to get the correct information.

SPEAKER BHATTACHARJEE – Good evening. My name is Sandipan Bhattacharjee. I prepared the Traffic Study for this project. The forecast trip generation for the project is based on rates that are based on statistics and for this current project it is forecast to generate about 2700 daily trips of which about 177 are during the am peak hours and about 210 are during pm peaks hour and of 2731 daily trips about 1256 are passenger cars and the rest are trucks.

COMMISSIONER GIBA – Is that considered a pretty high volume?

SPEAKER BHATTACHARJEE – No

COMMISSIONER GIBA – Again it depends on who is going to be inside of the facility and when you do…

SPEAKER BHATTACHARJEE – Yes, well… so the type of building, because of its size and because of the way warehouses operate the trip generation is significantly lower than a traditional warehouse and if you want a comparison for example, the 210 peak hour trips in the pm peak hour, that is generated by about the same number of single family homes, so it is about… so when earlier I was

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hearing the testimony and it forecast the number of houses based on the roof area and so in terms of traffic, this project will generate the same amount as about 210 single family homes.

COMMISSIONER GIBA – In the current study that we have in our documentation that we received, the facts and findings indicated that that can be a severe problem in that area would the 1-215 ramps at Harley Knox; the ramps, boulevards; Perris Boulevard and so there is a potential for good congestion over a long extended period of time and as I would suspect when that goes into place is there a flow pattern to this? In other words I've seen the entrance off of Perris. There is an entrance off of Indian. There is an entrance off of Grove View. Yeah, is there a movement pattern for that trucking like in and out so that they are not just coming at all those sites and leaving at all those sites or is there any…

SPEAKER BHATTACHARJEE – Yes there is and so on page 3 of the Planning Commission Staff Report that you have access as discussed, so the northern drive on Perris will be for passenger vehicles and emergency vehicles only.

PLANNING OFFICIAL TERELL – I think the actual flow of the trucks will obviously depend on the particular tenant of this, but the closest access to the freeway is from Harley Knox exit, so it is anticipated the most trucks would go that way. I don't know if Sandipan you had a particular percentage distribution of truck trips included in the study.

SPEAKER BHATTACHARJEE – I do

PLANNING OFFICIAL TERELL – There is an assumption but the reality is trucks and passenger cars too are going to take the quickest or most direct route.

SPEAKER BHATTACHARJEE – It is about 30 percent of the project passenger vehicles will be using the ramps at Harley Knox and about 60 percent of the trucks will be using the ramps at Harley Knox.

COMMISSIONER GIBA – I guess what I'm trying to determine is that over the period of time that we build this out and we have those and we are right next door to Perris; the City of Perris, which we don't control what they are going to be doing and as stated in the document we don't have control over certain areas of the freeway changes and corrections. I'm trying to understand how much of an impact these additional trucks will have; not just the cars themselves on Perris Boulevard which is a major throughway for a lot of people and all the other warehousing, distribution and facilities in that same region over a period of time; I mean long term if this is going to end up being a real difficult situation for everybody especially since we are in the middle of constructing a lot of these streets now. I understand that and it should be about a year at least.

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SPEAKER BHATTACHARJEE – The Perris Boulevard corridor is included and Riverside County TUMF; the Transportation Uniform Mitigation and as development comes in more funds will be generated and eventually it will be built to General Plan standards. Each City has their own plan. That is what the TUMF does. That is how the TUMF projects are formulated.

PLANNING OFFICIAL TERELL – Just by way of information, Perris Boulevard; the section of Perris Boulevard in the City of Moreno Valley and I believe it also extends to Perris Boulevard in the City of Perris are currently funded TUMF projects and actually the contract in the Moreno Valley portion has been issued already, so any widening that needs to occur in the City of Moreno Valley in this area actually going all the way up to Cactus I believe, is going to be in place within the next year.

COMMISSIONER GIBA – So we'll have that in place before this is fully occupied at that point.

PLANNING OFFICIAL TERELL – Correct… I don't know Sandipan if also if I understand Commissioner Giba's question, if 60 percent of the trucks and 30 percent of the cars are using the off ramps at Harley Knox, is there any estimate of what percentage of the traffic at that intersection is caused by this project?

SPEAKER BHATTACHARJEE –– I can roughly round the numbers in my head

APPLICANT RUSSELL – It was also noted that Harley Knox is to be widened to a six lane divided arterial through the use of TUMF funds consistent with the City of Perris Circulation Element.

PLANNING OFFICIAL TERELL – Yeah, typically for regional improvements and I can defer to Michael Lloyd who may be able to add on to this, the payment of fees for the regional financing system for TUMF is one of the major ways for a project to address its cumulative; its share of the cumulative impacts, because I'm sure you could understand that if the first project has to pay for everything, the first project never gets built, so that is why we are really fortunate in Western Riverside County and they have similar programs elsewhere, but to have the TUMF program which really builds that funding to generally match other funds to build the infrastructure so both economic development as well as traffic congestion relief can occur relatively close together. Obviously, there is never a perfect system.

SPEAKER BHATTACHARJEE – It is about 2 percent.

COMMISSIONER GIBA – That was my concern. Thank you very much.

COMMISSIONER OWINGS – Chairman, if we could follow up while we are on the Perris Boulevard/Harley Knox truck route. If you look at page 10 of the

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lawyer letter… page 10 of today's lawyer letter; Johnson and Sedlack… under transportation, apparently the EIR response to comment E12 was unresponsive in the author's opinion and he goes on to say the project fails to mandate that only the primary truck route of Harley Knox Boulevard to the west be used so the trucks will not pass by a school. Can you comment on that? Apparently there must be a school on some other…

SPEAKER BHATTACHARJEE – The trip distribution or how the trucks are going is based on the distances to the interchanges and I mean some trucks from this project will go to other warehouses in the City and some will be regional trucks, so if they are trying to go to the freeway it is likely they will try to stay off of the City streets as much as they can and Harley Knox is the nearest freeway interchange, so that is why they were routed there.

COMMISSIONER OWINGS – If you look at that page; it is page 10 under that same paragraph, it says while this may be the primary truck route, the EIR does not claim or show that this is the only truck route which may be used. Is it possible to address this?

PLANNING OFFICIAL TERELL – Can I take a run at that? The City has adopted truck routes. Trucks aren't allowed on roads other than designed truck routes. I mean not that they don't go there, but basically they could get… there is enforcement if they move off of those streets and those streets I won't say that there are no schools on those streets, but I was kind of racking my brain and I asked Michael Lloyd and I couldn't think of any of those streets. Perris Boulevard is an example; I don't believe there are any schools on Perris Boulevard south of the freeway. Generally we don't have schools on truck routes. They are heavily commercial areas usually. Cactus Avenue, west of Heacock is one. Heacock as you know is also a truck route. There may be and that is the one place there might be a school is on Heacock, but generally those are meant to be in areas where people expect to have a lot of traffic and therefore commercial centers; access to the freeway; so if I understand the concern, direct the trucks along a street that has no schools and therefore everything is fine. Under State law, trucks have the right to use a designated truck route, so that would really be…but if that were be a direction to anybody it would be direction to the City Council to not have any designated truck routes where there are any schools and then that would be a policy decision of the City Council.

COMMISSIONER OWINGS – Well John if you read their comment, I think Mr. Johnson's concern goes somewhat beyond that. While this may be the primary truck route and I believe he is referring to Harley Knox Boulevard, the EIR does not claim or show that it will be the only truck route, so is he saying are there alternative truck routes.

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PLANNING OFFICIAL TERELL – Yes, there are truck routes and I believe and I might have Michael add on to this. There is a requirement under State law to have a reasonable system of truck routes to allow access through a community; not actually to a community, but through a community and there are truck routes in various portions of the community. The only truck route and I don't know if that would even be reasonable that only one truck route which happens to be in the City of Perris for trucks to access the freeway from the City of Moreno Valley.

COMMISSIONER OWINGS – He goes on to say the project will enforce use of only… he asks for details on how the project will enforce use of only the Harley Knox Boulevard to the west truck routes in order to avoid passing by schools, so this would suggest that there are no schools on Harley Knox Boulevard but that other alternate routes may have schools.

PLANNING OFFICIAL TERELL – That is correct, they may, but they are still designated truck routes and they are still not… well they are certainly not feasible monitoring system, but legally trucks have the right to use a designated truck route, so this project's trucks would be able to use a designated truck route just like any other project's trucks. I wouldn't see that as an issue related to this project, it is an issue related to the designation of truck routes.

COMMISSIONER OWINGS – Every project that uses trucks

PLANNING OFFICIAL TERELL – Right, but the designation of truck routes is done by the City Council and it is done pursuant to State law, so you can't restrict some projects from using some truck routes and not others.

COMMISSIONER OWINGS – Mr. Johnson goes on to say, furthermore condition or mitigation measures must be placed on the project to require that only the primary truck route be utilized as this was apparently the only route evaluated by the EIR, so I guess that is a dual question to you John and to the EIR folks.

PLANNING OFFICIAL TERELL – No I believe that's a question of what was evaluated. Obviously only 60 percent of the trucks are going on Harley Knox. I would suspect that is not a correct statement.

SPEAKER BHATTACHARJEE – Right and so in traffic, when we evaluate… the purpose of the documents to evaluate if a project is likely to have a significant impact on any facility... If you are adding let us say two trucks a day to an interchange, that is not a significant impact. The total peak hour trip generation for the project was about 280 and 40 percent of that number let us say; the rest of the 60 percent using Harley Knox the rest of them. Even if we said the trip generation is 300, that is 40 percent of 300 is about 120 vehicles and those are being distributed towards other warehouses and other freeways and considering the directions that we have, we evaluated north on Perris. We evaluated all intersections to north of Iris and the number of trips that we had at those

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intersections in working with Transportation Staff, we evaluated every intersection where the project had a significant number of trips and so I think we have analyzed all the potential impacts that could be caused from traffic from this project.

COMMISSIONER OWINGS – Could you specifically address the statement, furthermore condition or mitigations measures must be placed on the project to require that only the primary truck route be utilized as this was apparently the only route evaluated by the EIR. Is that a correct statement?

SPEAKER BHATTACHARJEE – That is not a correct statement. That is the primary truck route but we also have trucks going on Perris.

COMMISSIONER OWINGS – Thank you. You know Madam Chairman if I could speak to the Applicant Patrick. I just needed a clarification. I thought your last comment kind of made me unclear, so I just want to go over this again. Would you have a problem if this Commission made as a condition of approval that you would have the structural integrity in the roof for the solar panels and the building would be built to silver LEED certification requirements?

APPLICANT RUSSELL – My intent was that the roof be capable of supporting solar panels in future.

COMMISSIONER OWINGS – So you would not have a problem if this was made a condition of approval?

APPLICANT RUSSELL – No

COMMISSIONER OWINGS – No problem?

APPLICANT RUSSELL – And the condition I would prefer because of the reasons I discussed earlier is that it be a LEED certified building and we will attempt to achieve silver certification.

COMMISSIONER OWINGS – Could we say and I understand your concerns that the LEED silver certification requirements might change by the time you get around to building the building, but would you be willing to agree to a stipulation that says as a condition of approval that you would build the building to LEED silver certification requirements as they are now.

PLANNING OFFICIAL TERELL – Yeah if I can intercede a little bit… Because LEED is not a government agency; it is basically a private group that… there are other firms that also do certifications, but I would recommend for your consideration Patrick, that if there were a condition, it would be that it be built to LEED certification standards…be determined to be eligible for LEED certification rather than necessarily…

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COMMISSIONER OWINGS – That is exactly where I hit it. I don't care about the diploma on the wall as long as the building is built to the specifications.

PLANNING OFFICIAL TERELL – And then I guess the idea is your familiarity with consultants you have used for that, could they put that as; base that on a moment in time; the 2012 LEED certification eligibility standards rather than whatever LEED considers…

COMMISSIONER OWINGS – So if we change it from here on out, we don't really care. We just want to know as of today if you were to build it today and it was built to silver LEED specifications, would you object to that as a condition of approval?

APPLICANT RUSSELL – No I would not.

COMMISSIONER OWINGS – So you know, when we get to discussions and deliberations, I will certainly suggest to the Commission that those two items be made a condition of approval.

APPLICANT RUSSELL – Okay

COMMISSIONER OWINGS – Thank you

APPLICANT RUSSELL – Thank you

CHAIR VAN NATTA – Do we have any other questions from the Commissioners? Do we have any members of the public who wish to comment? Is this the proper time to ask for a…

PLANNING OFFICIAL TERELL – Yes, I don't believe we received any slips, but there may be somebody who would like to speak.

CHAIR VAN NATTA – I see no slips here. I would especially appreciate it if there would… Is there any representative from the Sierra Club in the audience? They found it important enough to write us a couple of letters. I would have liked to have been able to discuss further with them. Were you part of writing this letter? Alright then, any other members of the public that wish to address…

SPEAKER CALVERT-HAYES – Can I make a clarification before you close the Public Hearing? There was a question on schools; how close the schools were.

CHAIR VAN NATTA – That would be great

SPEAKER CALVERT-HAYES – If you look in your EIR; the Draft EIR in section 3, which is the project description, there is a map and it is on page 3-4. It is a color map and the project is shown in the yellow block between Grove and Perris

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Boulevard. If you follow the Perris Valley Storm Drain, there is a little block adjacent to Green in a housing development; that is an Elementary School and there is I believe a High School further to east, so the closest schools are actually to the north and east of the project and the trucks wouldn't be travelling by those schools at all, they would have no reason to.

PLANNING OFFICIAL TERELL – Yeah I believe both… is that on Indian?

SPEAKER CALVERT-HAYES – Yeah, I'm not sure. It doesn't have the roads on here

PLANNING OFFICIAL TERELL – The closest schools that I'm aware of are over at Indian and Iris and neither of those streets is a truck route.

SPEAKER CALVERT-HAYES – Not a truck route; correct

PLANNING OFFICIAL TERELL – And then to the east there on Lasselle

SPEAKER CALVERT-HAYES – On Lasselle… the High School

PLANNING OFFICIAL TERELL – And I don't believe Lasselle is a truck route either

SPEAKER CALVERT-HAYES – They are about a mile away from the project and I just wanted to clarify for the public record that the trucks wouldn't be passing by those schools. Thank you.

CHAIR VAN NATTA – Okay, we have a Speaker Slip…Sue Gilchrist

SPEAKER GILCHRIST – I kind of feel obligated to come up and say something, but I would like it to be known that Mr. Russell did make some substantial concessions when he said that the building would be… what was the term… it would be eligible for silver LEED certification. I think that's a great way to head, as far as the City is concerned. Unfortunately the building is only a small part of the problem. It is the trucks and it is the emissions from the use of that building that are substantial. Once the building is up, the building doesn't create any nitrous oxide or anything else, it is the use of the building that does and that depends on the type of tenant that they get on it, but I do think what he did was a substantial move in the right direction and I hope that the Council, when they see this understand that you are serious about improving the type of building that is constructed in Moreno Valley. My neighbor has solar panels on her home and she is actually getting a rebate from Edison. She hasn't had an electric bill in quite a while, but there are so many little ways of getting tax deferments and all sorts of little ways of getting the solar put on there at a lower cost, but I think that is an excellent step in the right direction, to get the roofing and to get the building built so that it will absorb the stress of the solar panels and it is kind of

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interesting, if solar energy is more expensive for Edison to purchase, why are they building the solar arrays out in the desert? Why would they want to be building and I don't remember, is it Green Pace or Street Spot or something like out in the desert, if that is a more expensive way of getting electricity.

COMMISSIONER OWINGS – Sue, I'm no expert at this…

SPEAKER GILCHRIST – I'm not either

COMMISSIONER OWINGS – But I do deal with the City of Riverside Utility Department and by law, they are required to buy so much energy from alternative sites, so they are very profitable to sell the electricity to the utilities like the City of Riverside Utility Department. It is not purchasing it, but selling it at a high price, so that is why the citizens of the City; citizens of Riverside will expect an increase in their electric bill at some point in the future. The City of Riverside was very foresightful and purchased a lot of alternate energy at lower prices, but right now there is a bidding war for this type of energy so that all City and other utilities can meet the statutory requirements.

SPEAKER GILCHRIST – This is way beyond what I know

COMMISSIONER OWINGS – So if you wouldn't mind, I appreciate your comment and I would like to give you a comment of my own that maybe you can pass on to the people who run the Sierra Club. When the Sierra Club litigates every project, it really weakens and diminishes their impact, when they offer an opinion… if you let me finish. When you read these lawyer letters, they could just save 400,000 trees and just write us a single page letter that says ditto. You know it diminishes their method. I find your input to be very useful, but you know, you need to pick the battles that are important and you cannot take a snow grove at any cost across the board approach or sooner or later people stop listening to you and that are my only comment. This letter by the lawyer representing the…

SPEAKER GILCHRIST – I know Ray

COMMISSIONER OWINGS – We all know that they make… he is the one that is going to make them the most money out of every suit filed and it makes it difficult from a City. You know our Commission; we are here in the City to not only oversee and look at Planning, but to promote business. That is what a Planning Commission does; development; growth, so when you say that you can have progress without growth, that is just impossible. Progress equals growth and the Sierra Club seems to have this across the board against every bit of growth and you know when you are negotiating in good faith; two parties negotiating in good faith…

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CHAIR VAN NATTA – I'm sorry to interrupt you, but I think we have a point at the end where you can have comments, but right now we are looking for comments from the public.

COMMISSIONER OWINGS – Well let me just finish Madam Chairman. When you negotiate in good faith, it has to be good faith.

SPEAKER GILCHRIST – Okay, my comment in response to yours is that let's say the Sierra Club is on well my left hand okay and the developer is on the right hand. You have to have a balance, because the developer would like to take the cheapest route possible. The Sierra Club would like to have things mitigated as much as possible, but somewhere in middle, you get a compromise, but without the Sierra Club, the compromise would be toward the developers end. You have to have both, so if you understand at all times where the Sierra Club and my left hand always is, then that would be fine; they wouldn't have to make these statements, because you are going to hear from Highland Fairview and they are going to be over here, so you have to come up with a middle ground, but if you start in the middle, then your decisions are going to be closer to where the developer is. Do you understand what I'm saying? You've got to have a balance.

COMMISSIONER OWINGS – I do

SPEAKER GILCHRIST – And as long as you understand where the Sierra Club and the environmental issues are placed and you will always consider that.

CHAIR VAN NATTA – I would like to limit both of you to try to get us back to where we are because we have an agenda item here and we would like to speak to this agenda item. Okay, other public comments? I'll close that portion of the Hearing then and I believe we had a motion coming from the Applicant.

PLANNING OFFICIAL TERELL – At this point in time it would be required to ask the Applicant if they anything more to say or response to the comments that they received.

CHAIR VAN NATTA – Okay

APPLICANT RUSSELL – I would just like to thank you for the consideration of our project and I think that if you review the mitigation monitoring program for this project, the mitigation is considerable. Despite the comments that were received in the letters and the additional mitigations requested, many of which we have adopted, including those discussed tonight, that I do feel that we are going a considerable distance to offset those and I appreciate your consideration of that as well as the approval tonight. Thank you.

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CHAIR VAN NATTA – I believe at some point someone said something about wanting to table this for some additional…

PLANNING OFFICIAL TERELL – Well I think there was some discussion at the beginning that the Applicant may want time to respond specifically to the letters received today, but based on the Applicant's most recent comment, I believe they think and I won't speak for them but they are not asking for a continuance, based on where we are now in the hearing.

CHAIR VAN NATTA – Based on where we are now, did you still want that continuance or shall we go ahead with our discussion and debate?

APPLICANT RUSSELL – Based on the dialogue that we've had tonight, which has been extensive, I think that we have responded to the comments within the letters, so I would request that we not continue.

CHAIR VAN NATTA – Okay, alright, so then at this point we will go onto to our Commissioner's debate and who would like to go first.

VICE CHAIR SALAS – I'll go first. I agree with Commissioner Owings. I think that being able to support solar is a must; the silver/gold or to be a silver LEED is also a good point for us. The project is being put in a place where we want it to be and consistent with the General Plan. It is allowed by right, so I have no problem with it as long as we put those two conditions on the conditions of approval for him to do that.

CHAIR VAN NATTA - Okay

COMMISSIONER GIBA – After listening through everything we have, I'm glad to see it will take a little while for them to build the facility because my concerns are the traffic and the other mitigations are dependent upon timing as far as I'm concerned. There is so much going on in that area if that begins and that goes on too soon, so if this gets spread out a little bit over time, some of those street problems will be taken care of; all the mitigation factors on Perris Boulevard. There is an access to Ramona Expressway down Perris; there is the Harley Knox and all those conditions are taken care of. I think will probably make it okay in that area. It is designed for that. There is nothing much out there except the warehousing type facilities. There is very little housing in those locations. It is close to the freeway and we are close to Perris and Perris will be doing what they want to do as well and we can't control that, but what we can control is what we do within our own City limits.

CHAIR VAN NATTA – Thank you Commissioner Giba. Are there any other comments? Before somebody makes a motion, I do have a comment; just I'm giving everybody the opportunity to go first. I think from looking at this there was a very concerted effort to respond very clearly and very positively to the

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comments that were made to the report initially. I appreciate the fact that you want to build this to LEED certified standards, but I think as Mr. Terell pointed out it is not a government document that we can look at and say if you do this, this, this and this you are going to be certified. It is kind of a moving target. It is kind of like when my dad asked me well are you going to go get an A on that test and I said well I'm going to try my best and I studied hard and I'm going to do everything right, but there is only so much that you can do if you are going to be judged by somebody who changes the rules, so I support the idea that we can condition this upon the roof and structure being built to accommodate future solar panels and that we can condition it upon it being built to LEED certified standards.

I don't think we can condition it upon saying it is going to be built to silver standards or it is going to be built to gold standards because that can be somewhat of a elusive target, but to say that it is to be built to LEED certified standards, I think would be sufficient and then if they can achieve that level that would be great.

PLANNING OFFICIAL TERELL – And just so I can… if you added a condition like that, what we would expect is we would expect a report from their LEED consultant that we would review and agree with that would clearly demonstrate that they had met that standard. It is a point system and there are points for this and points for that and that is why you have to kind of get at the end before you know where your points are. Some of them are for energy efficiency; some of them are for water saving; some of them are for using low emitting paint; low voc emitting paint, so it is a collection of things. I've seen them before and I think we would readily be able to look at that as meeting a condition and then you have to decide yourself what level you want and then the Applicant can…you can have a discussion with…

COMMISSIONER OWINGS – John, I think that is possible isn't it for the Staff and the Applicant to work this condition of approval out.

PLANNING OFFICIAL TERELL – We can work out the wording as long as I guess you are in agreement that it is the certified standard or silver standard or whatever it is.

COMMISSIONER OWINGS – It is the silver standard but it is as a moment in time of now as we speak.

PLANNING OFFICIAL TERELL - Okay, because I understand the Applicant agreeing to the silver standard as the point system stands today.

COMMISSIONER OWINGS – Yes and the Applicant is willing to do it so I see no reason why we shouldn't be willing to do it, so I would move Madam Chairman to:

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1. **APPROVE** Resolution No. 2012-16 and thereby: **CERTIFY** that the Environmental Impact Report (EIR) for the VIP Moreno Valley Project has been completed in compliance with the California Environmental Quality Act; and,
2. **APPROVE** Resolution No. 2012-17 and thereby: **APPROVE** PA09-0004 Plot Plan and PA09-0012 Tentative Parcel Map 36162, subject to the attached Conditions of Approval included as Exhibits A and B and the Conditions of Approval as discussed in this meeting in which Staff will prepare with the Applicant.

CHAIR VAN NATTA – Did you want to specify in that just what was discussed in the meeting, but specify in that motion about the two items.

COMMISSIONER OWINGS – We can add that the items were to build the building structurally so that it can at a later time be solar panel equipped on the roof and two, which it is built to LEED silver certification as of 2012.

CHAIR VAN NATTA – Okay, I have a motion.

VICE CHAIR SALAS – Okay I have a motion and a second. All in favor?

Opposed – 0

Motion carries 7 – 0

PLANNING OFFICIAL TERELL –Yes this item shall become… this action shall become final unless appealed to the City Council within 15 days.

CHAIR VAN NATTA – Okay, thank you and now we'll go to our second case number.

2. Case Number: PA11-0013
Modify specific sections of the Municipal Code necessary to adopt Reach Codes

Case Planner: Mark Gross

CHAIR VAN NATTA – Case PA11-0013 and who do we have as… okay Mark is here; okay. Mark Gross is our Case Planner. Would you like to give us an overview please?

SENIOR PLANNER GROSS – Yes good evening Chair Van Natta and members of the Planning Commission. I'm Mark Gross, Senior Planner here again to

MV00178577

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: September 25, 2012

TITLE: GENERAL PLAN AMENDMENT TO MODIFY THE CIRCULATION PLAN FOR NASON STREET BETWEEN ALESSANDRO BOULEVARD AND FIR AVENUE (PA12-0026)

RECOMMENDED ACTION

Staff recommends that the City Council conduct a public hearing to consider the action taken by the Planning Commission on August 23, 2012, recommending approval of a General Plan Amendment (PA12-0026) (Project), and subsequent to the public hearing:

1. **APPROVE** City Council Resolution No. 2012-79 thereby adopting a Negative Declaration for PA12-0026 in that the project will not result in significant environmental impacts, and approving the General Plan Amendment (PA12-0026), based on the findings in the City Council Resolution.

ADVISORY BOARD/COMMISSION DECISION

The Planning Commission approved Planning Commission Resolution No. 2012-22 by a 6-0 vote during the August 23, 2012 Planning Commission meeting, recommending that the City Council adopt a Negative Declaration and approve the General Plan Amendment.

BACKGROUND

With the adoption of Resolution 2006-84 on July 11, 2006, the City Council of Moreno Valley approved the 2006 General Plan Update. Within the approved General Plan is the City's Circulation Plan. The City's Circulation Plan serves the purpose of identifying the routes and classifications for the City's street system consistent with the General Plan's Circulation Element Goals, Objectives, Policies, and Programs.

The CIP approved project consists of approximately 9,200 linear feet of ultimate width street improvements along Nason Street from Cactus Avenue to Fir Avenue. City staff and the design consultant thoroughly examined the City's Circulation Plan within the project area by conducting traffic analysis projections and alignment studies. City staff and the design consultant concurred through the analysis that a revision to the City's Circulation Plan is necessary.

The proposed revision to the City's Circulation Plan is the classification of Nason Street from Alessandro Boulevard to Dracaea Avenue (currently Arterial with 100 foot right of way and 76 foot roadway width) and Nason Street from Dracaea Avenue to Fir Avenue (currently 4-Lane Divided Arterial with 110 foot right of way and 86 foot roadway width) to 4-Lane Divided Arterial, Augmented Parkway with 120 foot right of way and 86 foot roadway width on the Circulation Element.

DISCUSSION

The Nason Street Improvement Project proposes to construct improvements along Nason Street from Fir Avenue to Cactus Avenue. The General Plan currently shows a variety of designations for Nason Street (within the project area), including a Divided Arterial from Fir Avenue to Dracaea Avenue, an Arterial from Dracaea Avenue to Alessandro Boulevard, and a Divided Major Arterial (with a reduced cross-section) from Alessandro Boulevard to Cactus Avenue. A Traffic Analysis was completed in May 2012 to determine the improvements necessary to achieve acceptable Levels of Service for General Plan Buildout conditions and provide design year recommendations for the study area. This study also evaluated side street access regarding potential median openings within the study area along Nason Street.

Nason Street improvements evaluated in traffic analysis only extended from Fir Avenue to Cactus Avenue since Nason Street currently terminates approximately 1,300' south of Cactus Avenue. The City, however, is currently constructing Improvements that extend Nason Street towards the south and will connect to Iris Avenue by summer 2013. It is anticipated that traffic volumes along Nason Street will increase by approximately 10,000 vehicles per day (VPD) once this connection is completed. This will increase daily traffic volumes along the corridor in the project area to in excess of 20,000 VPD. Based on the findings of the analysis it was recommended that the overall Nason Street corridor within the project limits be constructed as a four lane divided roadway.

The Public Works Department recommends that the City's General Plan be amended such that the Circulation Plan shows Nason Street within the project limits be classified as an Arterial (100 feet right of way and 76 feet curb to curb width modified as necessary for turn lanes, existing constraints, etc.).

ENVIRONMENTAL

An Initial Study has been completed for the project. Based upon the Initial Study, this project will not result in the potential for a significant impact on the environment. Therefore, the adoption of a Negative Declaration is recommended.

ALTERNATIVES

1. By motion authorize the recommended actions as presented in this staff report. *This action would facilitate the construction of much needed improvements.*

2. Do not authorize the recommended actions as presented in this staff report. *This action would delay the construction of much needed improvements.*

FISCAL IMPACT

Modifying the Circulation Plan and Circulation Exhibit through the General Plan Amendment, does not impact the General Fund. The City of Moreno Valley will fund the design and construction with the proceeds from the California Communities Gas Tax Revenue Certificates of Participation (COPS), Series 2011B (TRIP – Total Road Improvement Program) in the amount of $15 Million. There is no fiscal impact to the City's General Fund.

A portion of the overall segment (Nason Street from Alessandro Boulevard to Fir Avenue) is eligible for approximately $10 million of Transportation Uniform Mitigation Fee (TUMF) reimbursement. The City can seek reimbursement of TUMF funds in the future as funds become available.

ESTIMATED PROJECT COSTS:

Preliminary Engineering and Environmental Costs	$550,000
Design and Design Management Costs	$700,000
Right of Way	1,450,000
Utility Relocation Costs*	$2,300,000
Construction and Construction Management Costs	$10,000,000
Total Estimated Project Costs	$15,000,000

*An additional $850,000 of separate SCE Rule 20A funds is also estimated for Utility Relocation

ANTICIPATED PROJECT SCHEDULE

Preliminary Engineering and Environmental Clearance Complete	November 2012
All Resource Agencies' Permits Obtained	November 2012
PS&E Complete	June 2013
Right of Way Acquisition and Utility Relocation Work Complete	June 2015
Advertise and Award of Construction	October 2015
Complete Construction	January 2017

CITY COUNCIL GOALS

The proposed changes to the Circulation Plan and Circulation Exhibit through the General Plan Amendment would enhance the following goals:

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

Public Facilities and Capital Projects. Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

NOTIFICATION

A display notice was published in the newspaper and a public notice was posted at required City locations. As of the date of report preparation, staff had received no public inquiries in response to the noticing for this General Plan Amendment.

ATTACHMENTS

Attachment A – Public Hearing Notice
Attachment B – Resolution for General Plan Amendment
Attachment C – Initial Study
Attachment D – Planning Commission Staff Report dated August 23, 2012 (excluding exhibits)
Attachment E – Planning Commission Minutes for Item #2 from August 23, 2012 Meeting

Prepared By:
Lorenz R. Gonzales
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director / Assistant City Engineer

Concurred By:
John Terrell
Planning Division Manager / Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

NOTICE OF CITY COUNCIL PUBLIC HEARING

FOR AN AMENDMENT (PA12-0026) TO THE CITY OF MORENO VALLEY GENERAL PLAN TO MODIFY THE CITY'S CIRCULATION PLAN

The amendment is a proposal by the Public Works Department to modify the City's Circulation Plan to classify Nason Street from Alessandro Boulevard to Fir Avenue as a 4-Lane Divided Arterial, Augmented Parkway.

The City Council may consider any appropriate modifications or alternatives to the amendment or the environmental determination. Adoption of a Negative Declaration is recommended.

Any person interested in the proposed project may contact Larry Gonzales, Senior Engineer, P.E. at (951) 413-3136, or the Community and Economic Development Department at 14177 Frederick Street, Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday – Thursday); City Hall is closed on Fridays.

If you challenge any of these items in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council on or before the following meeting date:

Tuesday, September 25, 2012
6:30 P.M.
City Council Chamber
14177 Frederick Street.
Moreno Valley, CA 92552-0805

ATTACHMENT "A"

RESOLUTION NO. 2012-79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A GENERAL PLAN AMENDMENT (PA12-0026) TO MODIFY THE CITY CIRCULATION PLAN AND CIRCULATION EXHIBIT, RESPECTIVELY

WHEREAS, the City of Moreno Valley has filed an application requesting an amendment to the City's General Plan which proposes revisions to the City's Circulation Plan and Circulation Exhibit, respectively.

WHEREAS, the project will not have a significant effect on the environment and a Negative Declaration is made;

WHEREAS, on August 23, 2012, the Planning Commission of the City of Moreno Valley held a meeting to consider a General Plan Amendment (PA12-0026). At said meeting, the Planning Commission recommended approval of General Plan Amendment (PA12-0026) to the City Council, and;

WHEREAS, on September 25, 2012 the City Council of the City of Moreno Valley held a public hearing to consider the General Plan Amendment contained within this Resolution;

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred;

WHEREAS, all of the facts set forth in this Resolution are true and correct.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS WITH RESPECT TO PA12-0026:

Based upon substantial evidence presented during the above-referenced public hearing, including written and oral staff reports, and the record from the public hearing, the City Council finds that:

1. **Conformance with General Plan Policies** – The proposed General Plan Amendment is consistent with the General Plan, and its goals, objectives, policies, and programs.

   FACTS: The adoption of the proposed General Plan Amendment for the Circulation Plan will enhance the safety and

efficiency of the City's street system, meet applicable levels of service standards, and provide efficient circulation.

2. **Health, Safety and Welfare –** The proposed General Plan Amendment will not be detrimental to the public health, safety or welfare.

   FACTS: The proposed amendment to the Circulation Plan would not be detrimental to the public health, safety or welfare. Based on preparation of an Initial Study, the proposed General Plan Amendment does not have the potential to cause a significant impact on the environment.

BE IT FURTHER RESOLVED that the City Council of the City of Moreno Valley HEREBY APPROVES Resolution No. 2012-79, thereby adopting a Negative Declaration for PA12-0026, and approving the General Plan Amendment (PA12-0026) as shown on the attachments included as Exhibit A and Exhibit B, respectively.

APPROVED AND ADOPTED this 25th day of September, 2012.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Exhibits: Exhibit "A" Proposed Modification to the Circulation Plan (Figure 9-1)
Exhibit "B" Proposed Modified Cross-Section to Figure 9-3 (4-Lane Divided Arterial, Augmented Parkway)

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-79 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of September, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

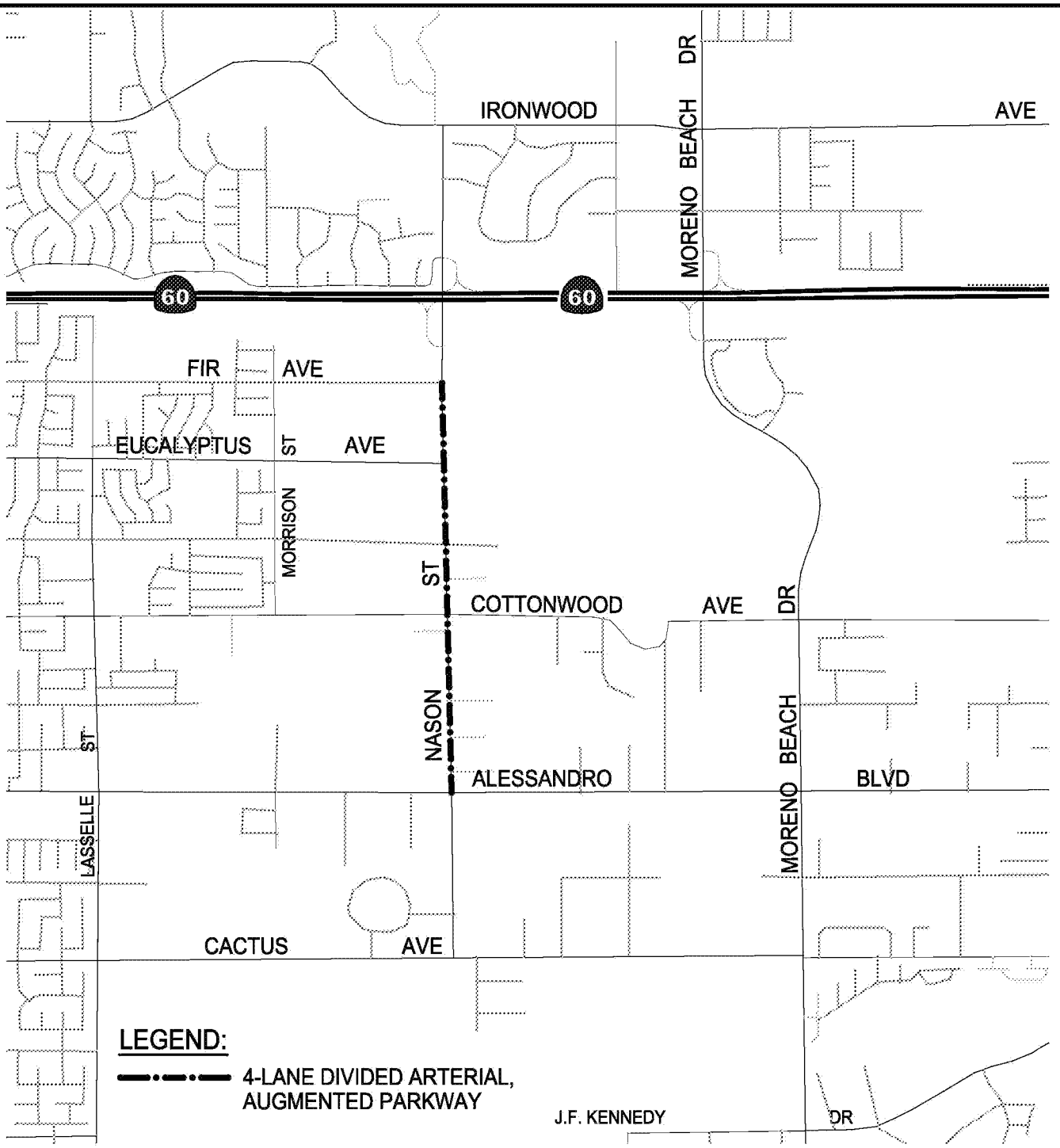

Public WorksDepartment
Capital Projects Division

Scale: None

EXHIBIT "A"

PROPOSED MODIFICATION TO THE CIRCULATION PLAN (FIGURE 9-1)

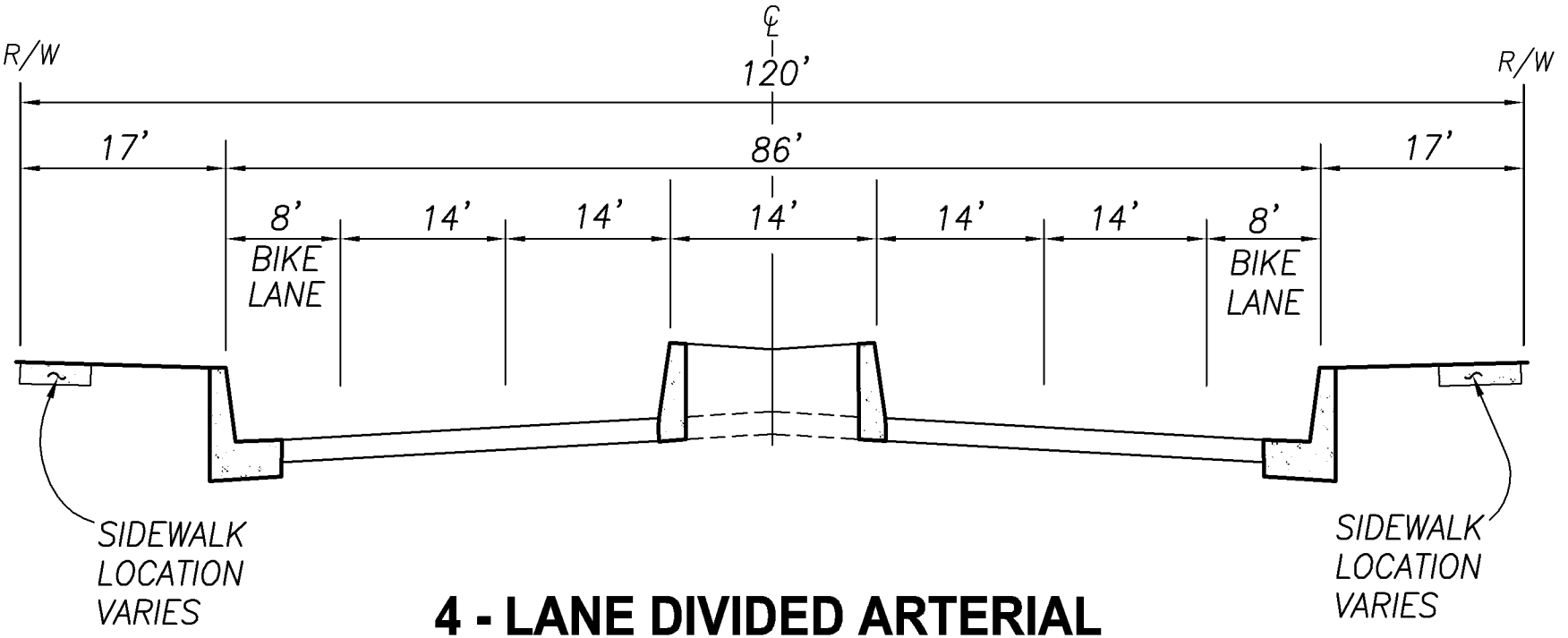

4 - LANE DIVIDED ARTERIAL

AUGMENTED PARKWAY

EXHIBIT "B"

PROPOSED MODIFIED CROSS-SECTION

TO FIGURE 9-3

MV00178588

INITIAL STUDY/
ENVIRONMENTAL CHECKLIST FORM
CITY OF MORENO VALLEY

1. Project Title: Nason Street (PA12-0026; General Plan Amendment)

2. Lead Agency Name and Address: City of Moreno Valley, 14177 Frederick St. Moreno Valley, CA

3. Contact Person and Phone Number: Chris Ormsby, AICP, Senior Planner (951) 413-3229

   Project Location: The proposal is located on Nason Street between Fir Avenue and Alessandro Boulevard

4. Project Sponsor's Name and Address: City of Moreno Valley

5. General Plan Designation: The existing General Plan Amendment for properties between Alessandro Boulevard and Fir Avenue include residential designations (R2, R3, R5, and R10), Public, and Residential/Office.

6. Zoning: The existing zoning for properties between Alessandro Boulevard and Dracaea Avenue include RA2, R3, R5, R10, Public, and Office.

7. Description of the Project: (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary)

   The proposal is the modification of the Circulation Plan of the General Plan (Figure 9-1) to modify the segment of Nason Street from Alessandro Blvd to Fir Avenue to be as follows: a 4-lane Divided Arterial, Augmented Parkway with 120' right-of-way and 86 feet of roadway width. Currently, the segment from Alessandro Boulevard to Dracaea Avenue is designated as a 100 foot right-of-way and 76 foot roadway width. The segment from Dracaea Avenue to Fir Avenue is 110 foot right-of-way and 86 foot roadway width. After the proposed change, the segment will match the designation to the immediate north.

   The proposed change to the Circulation Plan of the General Plan could not have any direct physical impacts it itself as it is a policy change. Therefore, the Initial Study will consider any potential indirect impacts that would result from the implementation of the change in the designation.

8. Surrounding Land Uses and Setting: (Briefly describe the project's surroundings)

   The area is surrounded by mix of developed and undeveloped properties which is primarily single-family residential.

9. Other public agencies whose approval is required (e.g. permits, financing approval, or participation agreement). None

Attachment C

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below(■) would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

	Aesthetics		Greenhouse Gas Emissions		Population/Housing
	Agricultural Resources		Hazards & Hazardous Materials		Public Services
	Air Quality		Hydrology/Water Quality		Recreation
	Biological Resources		Land Use/Planning		Transportation/Traffic
	Cultural Resources		Mineral Resources		Utilities/Service Systems
	Geology/Soils		Noise		Mandatory Findings of Significance

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.	X
I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.	
I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.	
I find that the proposed project MAY have a "potential significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.	
I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.	

Chris Ormsby

Signature

July 18, 2012

Date

Chris Ormsby, AICP, Senior Planner

Printed Name

For

EVALUATION OF ENVIRONMENTAL IMPACTS

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4) "Negative Declaration: Potentially Significant Unless Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analysis," as described in (5) below, may be cross-referenced).

5) Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063 (c) (3) (d). In this case, a brief discussion should identify the following:

   (a) Earlier Analysis Used. Identify and state where they are available for review.

   (b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

   (c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9) The analysis of each issue should identify: (a) the significance criteria or threshold used to evaluate each question; and (b) the mitigation measure identified, if any, to reduce the impact to less than significance.

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
I. **AESTHETICS.** Would the project:				
a) Have a substantial adverse effect on a scenic vista?				X
Regarding potential indirect impacts of the General Plan Amendment, there would be no potential impacts. The construction of the roadway under the proposed cross-section would have similar impacts to constructing it under the existing cross-section. The site is generally flat, and constructing the roadway would have no potential adverse impact on a scenic vista.				
b) Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?				X
The proposal would have no direct impact on scenic resources since it is limited to a policy change to the General Plan. The indirect impact of a wider cross-section would not damage scenic resources. There are currently no scenic resources in the proposed alignment of the street.				
c) Substantially degrade the existing visual character or quality of the site and its surroundings?				X
Upon completion of construction, the project would have no potential to impact existing visual character or quality of the site or its surroundings. The additional right-of-way for the segment would not have the potential to substantially degrade the existing visual character or quality of the site and its surroundings, because the proposed change will match the segment to the north, and will be minimal enough in scope to have no potential impacts.				
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?				X
The change in the Circulation Plan of the General Plan would be not expected to have any impact on the location or installation of street lights. Therefore, there is no potential for a significant impact.				
II. **AGRICULTURE RESOURCES**: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project?				
a) Convert Prime Farmland, Unique Farmland or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency to non-agricultural use?				X
The site is in an area that is zoned primarily for residential and public uses. It is not adjacent to designated farmland. Even if there was adjacent farmland, there would not be expected to be any potential indirect impacts associated with the General Plan Amendment.				
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
The proposed Nason St. alignment is not designated for agricultural use, or a Williamson Act contract.				
c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?				X
The policy change itself would have no direct impact on the existing environment. Regarding indirect impacts, there is no farming within the general area that might be indirectly impacted by construction of the proposed alignment of Nason Street. Therefore, there is no potential impact.				
III. **AIR QUALITY:** Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?			X	
The proposed alignment is consistent with the existing alignment of Nason Street to the north. The proposed cross-section for Nason Street is a minor change from the existing cross-section in that it doesn't provide for additional lanes of traffic. In addition, the proposed General Plan Amendment does not modify planned land uses for this area. No direct or indirect impacts are anticipated.				
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation.			X	
The proposal would not contribute to an existing or projected air quality violation. The alignment is consistent with the alignment of Nason Street north of Fir Avenue. The modified alignment will ultimately be wider than the existing segment, but would have no impact on the existing land use designations for the area. Therefore, the proposal would not result in the potential to violate an air quality standard.				
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?			X	

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
There is no possibility of direct impacts regarding air quality standards that would contribute substantially to an existing or project air quality violation. The modified alignment will have no impact on the existing land use designations for the area. Therefore, the proposal would not have an indirect impact on the environment as land use patterns would develop in a similar manner to that which would be currently expected with the existing alignment.				
d) Expose sensitive receptors to substantial pollutant concentrations?			X	
Since the proposal is a policy change to the General Plan, there is no possible exposure of sensitive receptors to substantial pollutant concentrations. Regarding indirect impacts from future construction of the Nason Street improvements, the potential impacts during construction of the proposed cross-section will be very similar to the impacts that would result from construction of the existing cross-section. Therefore, there is no potential for an indirect significant impact.				
e) Create objectionable odors affecting a substantial number of people?			X	
Regarding indirect impacts, the construction of the proposed cross-section would not result in creation of odors that would differ from construction under the current cross-section for Nason Street. Therefore, there is no potential for a significant impact related to odors.				
IV. **BIOLOGICAL RESOURCES.** Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U. S. Fish and Wildlife Service?			X	
The proposal does not involve any direct impact on biological resources. With regard to indirect impacts, the modification of the alignment, would not be expected to disturb more land area than would have been anticipated under the prior Circulation Plan designation. Much of the project site area has been developed or has been disturbed. With regard to Multi-species Habitat Conservation Plan (MSHCP) consistency, the report generator identified the project study area as having potential to support burrowing owl only. (Western Riverside County-Regional Conservation Authority, http://www.wrc-rca.org/report_generation.asp) Bonterra Consultants prepared a Habitat Assessment Survey on June 13, 2012 related to the street improvement project. No owls were identified. Burrow studies are being prepared as part of the environmental review for the street improvement project. The project study area is not within a criteria cell.				
b) Have a substantially adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U. S. Wildlife Service?				X
Based on the Project Summary Memorandum dated May 2012, there is no riparian vegetation on the site that will be directly or indirectly impacted. The project will not have an effect on riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by State Fish and Game or U.S. Fish and Wildlife Service.				
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
Based on the Project Summary Memorandum dated July 2012, there is no evidence of wetlands as defined by Section 404 of the Clean Water Act. There is a bridge at the southerly drainage of the project area. However, the drainage channel is already fully improved and has no existing vegetation. Therefore, it is not expected that future Heacock Street improvements would have the potential for a significant impact in the vicinity of the bridge.				
d) Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
There would be no potential for a direct or indirect impact on the movement of any resident or migratory fish or wildlife species. As mentioned previously, there are no known species that the proposal would impact. Bonterra Consultants prepared a Habitat Assessment Survey on June 13, 2012 related to the street improvement project. No owls were identified. Burrow studies are being prepared as part of the environmental review for the street improvement project.				
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
The proposal will not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.				

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state habitat conservation plan?			X	
The proposal is located within the Stephens' Kangaroo Rat Habitat Conservation Plan (SKR HCP) and the Multi-species Habitat Conservation Plan (MSHCP). The project is not within a reserve area of the SKR HCP. The project is located with the Multi-species Habitat Conservation Plan. The project is not within a criteria area of the MSHCP. Bonterra Consultants prepared a Habitat Assessment Survey on June 13, 2012 related to the street improvement project. No owls were identified. Burrow studies are being prepared as part of the environmental review for the street improvement project. The project study area is not within a criteria cell. The proposal is not in conflict with an adopted Habitat Conservation Plan.				
V. **CULTURAL RESOURCES.** Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?				X
The General Plan Amendment proposal involves no potential direct impact on historical resources. A Cultural Resources report (June 21, 2012) was prepared by BonTerra Consultants. No potentially significant historical structures were identified within the project limits.				
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?			X	
A Cultural Resources report (June 21, 2012) was prepared by BonTerra Consultants. The potential impacts on archaeological resources under the proposed cross-section would be expected to be similar to the impacts that would result from construction of Nason Street under the current cross-section.				
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X
There are no known paleontological resources within the project area, or in close proximity to the project area. (City of Moreno Valley General Plan EIR, 2006) .				
d) Disturb any human remains, including those interred outside of formal cemeteries?				X
There are no known human remains within the project area.				
VI. **GEOLOGY AND SOILS.** Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:				
(i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				X
There would be no potential direct or indirect impacts related to rupture of earthquake faults. The site is not located within an area delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map. The proposed project does not include any above ground structures so ground shaking would have no potential impact on the project.				
(ii) Strong seismic ground shaking?				X
The project area would be subject to ground shaking. The proposed project does not include any above ground structures so ground shaking would have no potential impact on the project.				
(iii) Seismic-related ground failure, including liquefaction?				X
The project site area is not identified as having a potential for seismic-related ground failure, such as liquefaction. (General Plan EIR, 2006) Furthermore, there are no structures proposed.				
(iv) Landslides?				X
The site is generally flat. There is no potential for landslides within the project area.				
(b) Result in substantial soil erosion or the loss of topsoil?			X	
The site is generally flat. The anticipated impacts of constructing the proposed cross-section would be similar to the impacts resulting from the construction under the current General Plan Amendment. The proposal would not result in substantial soil erosion or the loss of top soil.				
(c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?				X
The General Plan Amendment and future street construction under the General Plan Amendment involves no structures. The proposal is not located on a geologic unit, or soil that is unstable.				

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?				X
The General Plan Amendment and future street construction under the General Plan Amendment will not involve the construction of any buildings. The project will not create any increased risk to life or property related to construction on expansive soils.				
(e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X
The proposed General Plan Amendment and future street project would not involve the construction or use of septic tanks or alternative waste water disposal systems. Therefore, there is no potential for a significant impact on the environment due to soils that are incapable of supporting the use of septic tank systems or alternative disposal systems.				
VII. **GREENHOUSE GAS EMISSIONS.** Would this project?				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?				X
Regarding greenhouse gas emissions, it is not expected that the General Plan Amendment would have any potential impacts either directly or indirectly. When compared to development under the current Circulation Plan of the General Plan, impacts of constructing Nason Street would be expected to be similar. Therefore, there would be no potential for a significant impact on the environment.				
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?				X
There would not be any potential for the project to conflict with any applicable plan, policy or regulation concerning GHG emissions.				
VIII. **HAZARDS AND HAZARDOUS MATERIALS.** Would the project?				
a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?				X
The proposed General Plan Amendment occurs within an area that is primarily residential. It will not affect, in any way, the potential for hazardous materials to be transported along Nason Street. Therefore, the proposal is not expected to create a significant hazard to the public or the environment related to the transport of hazardous materials.				
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X	
No direct or indirect impacts are expected. Based on considering the type of materials involved in the construction of the Nason Street project, there is no potential for a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions.				
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
The General Plan Amendment will not in itself result directly in any construction or use of property that might emit hazardous emissions. Therefore, there is no potential for the proposal to emit hazardous emissions.				
.) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result would it create a significant hazard to the public or the environment?				X
There are no sites within the project area on the list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.				
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
The proposal is not located within an airport land use plan.				
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
The proposal is not within the vicinity of a private airstrip.				
g) Impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
The proposal would not impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan. No mitigation measures will be required.				

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X
The project would not result in any risk of loss involving wildland fires as the project is not adjacent to areas subject to wildland fires. (City of Moreno Valley, General Plan, 2006)				
IX. **HYDROLOGY AND WATER QUALITY**. Would the project:				
a) Violate any water quality standards or waste discharge requirements?				X
The proposal as designed will not violate any water quality standards or waste discharge requirements. The design of the project will be in compliance with City standards.				
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				X
The proposal will have no effect on groundwater supplies or interfere substantially with groundwater recharge.				
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?				X
The proposal would involve a change in cross-section for Nason Street between Alessandro Boulevard and Fir Avenue. It would not substantially alter the existing drainage pattern.				
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or surface runoff in a manner which would result in flooding on- or off site?				X
The proposal will not alter the existing drainage pattern of the site or area.				
e) Create or contribute runoff which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?				X
Development under the proposed cross-section would not create or contribute runoff which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff.				
f) Otherwise substantially degrade water quality?				X
The proposal would not have any direct or indirect impact on water quality.				
g) Place housing within a 100-year floodplain, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
The proposal will not involve the construction of any buildings. The project study area is not within a 100-year floodplain. (FEMA Map panel, 06065C1430G)				
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				X
The proposal would not involve the construction of any structures. The project study area is not within a 100-year floodplain. (FEMA Map panel, 06065C1430G).				
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				X
The proposal will not expose people or structures to a significant risk of loss, injury or death involving flooding.				
j) Inundation by seiche, tsunami, or mudflow?				X
The project area would not be subject to seiche, tsunami, or mudflow.				
X. **LAND USE AND PLANNING**. Would the project:				
a) Physically divide an established community?				X
The proposal is a General Plan Amendment to modify the cross-section for Nason between Alessandro Boulevard and Fir Ave. The proposed modifications increase the width of the cross-section slightly, but are consistent with the existing designated cross-section north of Dracaea Avenue. The proposal would not in any way physically divide an established community.				
b) Conflict with an applicable land use plan, policy or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				X

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
The proposal will involve a change to the Circulation Plan of the General Plan. This change would not result in any conflict with the existing General Plan.				
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?				X
The project is not within a reserve area under the SKR HCP or a criteria area under the WRC-MSHCP. Therefore, the project could not be in conflict with an applicable habitat conservation plan.				
XI. **MINERAL RESOURCES.** Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
The proposal would have no potential to result in the loss of availability of a mineral resource that would be of value to the region and the residents of the state.				
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X
The proposal would not result in the loss of availability of a locally-important mineral resource recovery site delineated on the General Plan or other land use plan.				
XII. **NOISE.** Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
The proposed cross-section is not expected to result in placing vehicles closer to the residences than improvements under the proposed cross-section. Therefore, potential impacts would be less than significant.				
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?				X
There would be no exposure of people to excessive groundborne vibration or noise level as an indirect result of change in the cross-section for Nason Street.				
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
The proposal will not result in an increase in permanent ambient noise levels compared to that which would be expected for development under the existing cross-section for this segment of street.				
d) A substantially temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?				X
The General Plan Amendment proposal would not be expected to result in any increase in ambient noise levels in the vicinity above levels existing without the proposal.				
e) For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X
The project is not located within an airport land use plan, or within two miles of a public airport.				
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X
There is no private airstrip within several miles of the project site.				
XIII. **POPULATION AND HOUSING.** Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				X
The area between Alessandro Boulevard and Fir Avenue is already partially developed. The minor change to the cross-section would not in any way induce population growth in the area.				
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?			X	
The proposal will not have any direct impact on existing housing as it is a policy change. The proposal will not displace substantial numbers of existing residences.				

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?			X	
The proposal will not displace substantial numbers of people requiring replacement housing elsewhere.				
XIV. **PUBLIC SERVICES.** Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire protection?				X
The proposal would have no long-term impact on fire protection. The modification of the cross-section wouldn't affect fire protection services.				
b) Police protection?			X	
The proposal would have no long-term impact on fire protection. The modification of the cross-section wouldn't affect fire protection services.				
c) Schools?				X
The project would have no potential for a direct or indirect impact on school facilities.				
d) Parks?				X
The proposal would not have the potential for a direct or indirect impact on parks facilities.				
e) Other public facilities?				X
There would be no impact on other public facilities.				
XV. **RECREATION.**				
a) Would the project increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				X
The proposal would have no potential direct or indirect impact on existing neighborhood or regional parks, or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated.				
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				X
The proposal would have no potential direct or indirect impact on recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment.				
XVI. **TRANSPORTATION/TRAFFIC.** Would the project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?			X	
A traffic report (May 10, 2012) was prepared by Urban Crossroads. The report concluded that the Nason Street corridor within the project limits should be improved with a four lane divided roadway. The proposed General Plan Amendment is consistent with the findings included in the report.				
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?				X
As identified in the traffic study, the proposal would have no direct or indirect potential conflict with an applicable congestion management plan.				
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				X
The proposal would not result in a change in air traffic patterns that results in safety risks.				
d) Substantially increase hazards to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?				X
The modification of the General Plan cross-section would not increase hazards due to a design feature. The construction of the roadway under the proposed cross-section with a divided roadway would likely improve traffic conditions and reduce traffic hazards as discussed in the traffic report (Urban Crossroads, May 10, 2012).				

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Result in inadequate emergency access?			X	
There would be no direct impact on emergency access.				
f) Conflict with adopted policies or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?				X
The proposal will not provide any impediment to public transit, bicycle, or pedestrian facilities. The proposed General Plan Amendment will be consistent with the bikeway plan of the General Plan.				
XVII. **UTILITIES AND SERVICE SYSTEMS.** Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				X
The General Plan Amendment would have no direct or indirect impact that would result in exceeding wastewater treatment requirements. The development and construction of the street itself would be required to be designed to satisfy all of the Regional Waster Quality Control Board's requirements.				
b) Require or result in construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
The proposal would not establish a need for new water or wastewater treatment facilities.				
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			X	
As an indirect impact related to the construction of the Nason Street improvements, the proposal may involve the alteration of a storm drain facility. These improvements would not result in the potential to cause a significant impact on the environment.				
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				X
The General Plan Amendment will not involve establishing a use that would require water supplies.				
e) Result in a determination by the wastewater treatment provider which serves or may serve the project determined that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X
The General Plan Amendment will not create a need for wastewater treatment facilities. Therefore, there could no impact.				
f)) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?				X
Upon construction, the Nason Street improvements would not generate any need for solid waste disposal.				
g) Comply with federal, state, and local statues and regulations related to solid waste?				X
The construction of the proposed cross-section for Nason Street would be required to comply with all federal, state, and local statues and regulations related to solid waste.				
XVIII. **MANDATORY FINDINGS OF SIGNIFICANCE.**				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?			X	
The proposed General Plan Amendment does not have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory.				
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?			X	

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
The General Plan Amendment would not have a cumulative direct impact on the environment as the policy action involves no physical impacts. The potential impacts of constructing the proposed cross-section for Nason Street would be nearly identical to constructing Nason Street under the existing General Plan cross-section.				
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X	
The proposed General Plan Amendment is limited to the modification of the designation of Nason Street for the segment from Alessandro Boulevard and Fir Avenue. The potential environmental impacts associated with the construction of roadway improvements under the proposed modification to the Circulation Plan would be nearly identical to the impacts that would result from construction of the existing cross-section. As provided for in the above discussion in the Initial Study, the General Plan Amendment does not have the potential for substantial adverse effects on human beings either directly or indirectly.				

PLANNING COMMISSION STAFF REPORT

Case:	**PA12-0026 (General Plan Amendment)**
Date:	August 23, 2012
Applicant:	City of Moreno Valley, Public Works Department
Representative:	Ahmad R. Ansari, P.E. Public Works Director/City Engineer
Location:	The project is located on Nason Street between Alessandro Boulevard and Fir Avenue
Proposal:	The proposal is the modification of the Circulation Plan of the City's General Plan to amend the cross-section for Nason Street between Alessandro Boulevard and Fir Avenue
Recommendation:	Approval

SUMMARY

The City of Moreno Valley Public Works Department is requesting a modification to the City's Circulation Plan. The existing cross-section identifies this segment of Nason Street as a 4-lane arterial with a 100 foot right of way and a 76 foot roadway width between Alessandro Boulevard and Dracaea Avenue, and a 4-lane divided arterial with a 110 foot right of way and 86 foot wide roadway width between Dracaea Avenue and Fir Avenue. The proposed modification is for a 4-lane divided arterial with a 120 foot right of way and an 86 foot roadway width.

Attachment D

PROJECT DESCRIPTION

With the adoption of Resolution 2006-84 on July 11, 2006, the City Council of Moreno Valley approved the 2006 General Plan Update. Within the approved General Plan is the City's Circulation Plan. The City's Circulation Plan serves the purpose of identifying the routes and classifications for the City's street system consistent with the General Plan's Circulation Element Goals, Objectives, Policies, and Programs.

The City Council authorized the addition of the Nason Street Project from Cactus Avenue to Fir Avenue in the FY 2011-12 CIP and the appropriation of up to $15 million in California Communities Gas Tax Revenue Certificates of Participation (COPS), Series 2011B (TRIP – Total Road Improvement Program) monies for the project. On July 26, 2011, the City Council adopted Resolution No. 2011-81 approving the sale, execution, and delivery of not more than $20 million in principal amount of COPS monies. These improvements are integral elements of the Economic Development Action Plan focused on building a medical corridor to facilitate and attract development and create jobs for Moreno Valley residents.

The CIP approved project consists of approximately 9,200 linear feet of ultimate width street improvements along Nason Street from Cactus Avenue to Fir Avenue. City staff and the design consultant thoroughly examined the City's Circulation Plan within the project area by conducting traffic analysis projections and alignment studies. City staff and the design consultant concurred through the analysis that a revision to the City's Circulation Plan is necessary.

The proposed revision to the City's Circulation Plan is the classification of Nason Street from Alessandro Boulevard to Dracaea Avenue (currently Arterial with 100 foot right of way and 76 foot roadway width) and Nason Street from Dracaea Avenue to Fir Avenue (currently 4-Lane Divided Arterial with 110 foot right of way and 86 foot roadway width) to 4-Lane Divided Arterial, Augmented Parkway with 120 foot right of way and 86 foot roadway width on the Circulation Element.

ANALYSIS

The Nason Street Improvement Project proposes to construct improvements along Nason Street from Alessandro Boulevard to Fir Avenue. The General Plan currently shows a variety of designations for Nason Street within the project area, including a Divided Arterial from Fir Avenue to Dracaea Avenue, an Arterial from Dracaea Avenue to Alessandro Boulevard, and a Divided Major Arterial (with a reduced cross-section) from Alessandro Boulevard to Cactus Avenue. A Traffic Analysis was completed in May 2012 to determine the improvements necessary to achieve acceptable Levels of Service for General Plan Buildout conditions and provide design year recommendations for the study area. This study also evaluated side street access regarding potential median openings within the study area along Nason Street.

Nason Street improvements evaluated in the traffic analysis only extended from Fir Avenue to Cactus Avenue since Nason Street currently terminates approximately 1,300 foot south of Cactus Avenue. However, the City is currently constructing improvements that extend Nason Street towards the south and will connect to Iris Avenue within the next year. It is anticipated that traffic volumes along Nason Street will increase by approximately 10,000 vehicles per day (VPD) once this connection is completed. This will increase daily traffic volumes along the corridor in the project area to in excess of 20,000 VPD. Based on the findings of the analysis it was recommended that the overall Nason Street corridor within the project limits be constructed as a four lane divided roadway.

REVIEW PROCESS

In June 2012, the proposed alignment, including the traffic study, was presented to City Departments and a Public Information meeting was held on June 27th to obtain input from residents and business owners affected by the project. A meeting was also held in March 2012 with Valley View High School staff in order to receive any comments or concerns they may have. Comments from City Departments, affected residents, the high school, and business owners focused on access during construction, individual property concerns such as tree removal and driveway access, potential restrictions on turning, and potential increased speeds once the widening was completed. These issues will be resolved during the design process. Thus far the overall responses and comments have been very positive.

ENVIRONMENTAL

An Initial Study has been completed for the project. Based upon the Initial Study, this project will not result in the potential for a significant impact on the environment. Therefore, the adoption of a Negative Declaration is recommended.

NOTIFICATION

The public hearing notice for the proposed General Plan Amendment was posted at City Hall and published in the local newspaper on August 1, 2012.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission:

APPROVE Planning Commission Resolution No. 2012-22, recommending that the City Council adopt a Negative Declaration and approve PA12-0026, a General Plan Amendment to revise the City Circulation Plan.

Prepared by:

Lorenz R. Gonzales
Senior Engineer, P.E.

Approved by:

John C. Terell, AICP
Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2012-22
3. Initial Study

DUMMY MINUTES FROM 8/23/12 PLANNING COMMISSION MEETING

ATTACHMENT E

CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

a) Report by Mayor Richard A. Stewart on March Joint Powers Commission (MJPC)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: September 25, 2012

TITLE: **UPDATE OF ECONOMIC DEVELOPMENT ACTION PLAN**

RECOMMENDED ACTION

Staff recommends that the City Council review the update of the Economic Development Action Plan.

BACKGROUND

The City of Moreno Valley is focused on improving the community's jobs to housing balance, along with enhancing the City's economic condition and financial resources, as well as the overall quality of life within the community. During the past 18 months the City has undertaken a number of key initiatives including:

- March 22, 2011—An Economic Development Plan—Areas of Opportunity was created to provide a long-term framework to help shape economic development in Moreno Valley within the 12 designated Areas of Opportunity in the community.

- April 26, 2011—A 2-year Economic Development Action Plan was adopted to target 5 key areas within the Areas of Opportunity that had the potential for creating the most effective economic development benefits during a short period of time. Included in the Economic Development Action Plan was the strategic decision of re-sequencing a number of Capital Improvement Projects aimed at helping facilitate the economic development activities within the five targeted areas of the Economic Development Action Plan.

- June 14, 2011—The City Council adopted Prioritized Goals and an Action Plan through a Goal Setting Workshop including 1) Job Development, 2) Focus on Further Development of the Medical Corridor and Health Services, 3) Maximize

Transportation and Infrastructure Opportunities, 4) Economic and Tax base Development and 5) Enhance the City's Image.

- July 26, 2011—The City Council approved Action Steps to Make Moreno Valley a 'Best Place to Do Business'.

The adoption of a 2-year Economic Development Action Plan provided focus in producing quick results in job creation and momentum towards addressing Moreno Valley's jobs to housing imbalance. An established Action Plan helps create energy towards achieving measurable results in economic development activities within a short timeframe. The Economic Development Action Plan works in conjunction with the Economic Development Plan-Areas of Opportunity, along with the Action Steps to Make Moreno Valley a Best Place. The 2-year ED Action Plan creates a solid foundation for the City of Moreno Valley to build upon in creating much needed jobs in the community and enhancing the overall quality of life for residents and businesses.

The 2-year Economic Development Action Plan focuses on job creation in two targeted business sectors:

- Logistics & Distribution
- Medical & Healthcare

The selection of the these two specific business sectors for job growth is supported by Moreno Valley's demographic make-up, along with business growth opportunities in the Inland Region for these business sector categories.

The approved Economic Development Action Plan contains a number of key initiatives and objectives to be pursued in five geographic areas:

- TownGate
- Centerpointe Business Park
- South Moreno Valley Industrial Area
- East Moreno Valley-Rancho Belago
- City Center

DISCUSSION

Significant progress has been attained with many of the objectives in all five of the geographic areas contained in the Economic Development Action Plan. To keep the City Council and general public informed about results with the Economic Development Action Plan, an 18-month update has been formulated and illustrated with the attached PowerPoint presentation.

With the success of the 2-year Economic Development Action Plan, staff is already working on formulating a new 3-year Economic Development Action Plan that will take

over in April 2013 and build upon the momentum established with the many successful economic development efforts underway in Moreno Valley.

ATTACHMENTS/EXHIBITS

Attachment A - Economic Development Action Plan Update September 2012

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

ECONOMIC DEVELOPMENT ACTION PLAN UPDATE

September 2012

MORENO VALLEY
WHERE DREAMS SOAR

MV00178609

Accomplishments to Advance Economic Development

- Identification of Economic Development Areas of Opportunity
- Approval of Economic Development Action Plan
- Reforming of City Council Economic Development Subcommittee
- State Certification of Updated City Housing Element recognizing need to address jobs to housing imbalance
- Approval of Action Steps to make Moreno Valley a "Best Place to do Business"

MV00178610

Accomplishments to Advance Economic Development

- City Council adopted the Prioritized Goals and Action Plan from City Council Goal Setting workshop
- Combining Planning, Building & Safety, and Land Development with Economic Development to create the Community & Economic Development Department
- Collaborating with major Developers on advancing projects
- Conducting quarterly Developer Workshop aimed at making Moreno Valley a Best Place to do Business
- Pursuing update of the DIF program

MV00178611

Major Objectives for Economic Development Action Plan

- Create jobs locally and improve City's high unemployment rate
- Address the Community's jobs to housing imbalance
- Strengthen the local economic foundation by attracting quality businesses
- Enhance City revenue generation from sources such as sales tax, property tax, transient occupancy tax, and utility tax – all aimed at improving quality of life in Moreno Valley

MV00178612

Economic Development Action Plan

Focusing on 5 Geographic Areas

- TownGate
- Centerpointe Business Park
- South Moreno Valley Industrial Area
- Eastern Moreno Valley – Rancho Belago
- City Center

MV00178613

Action Plan
Areas of Opportunity

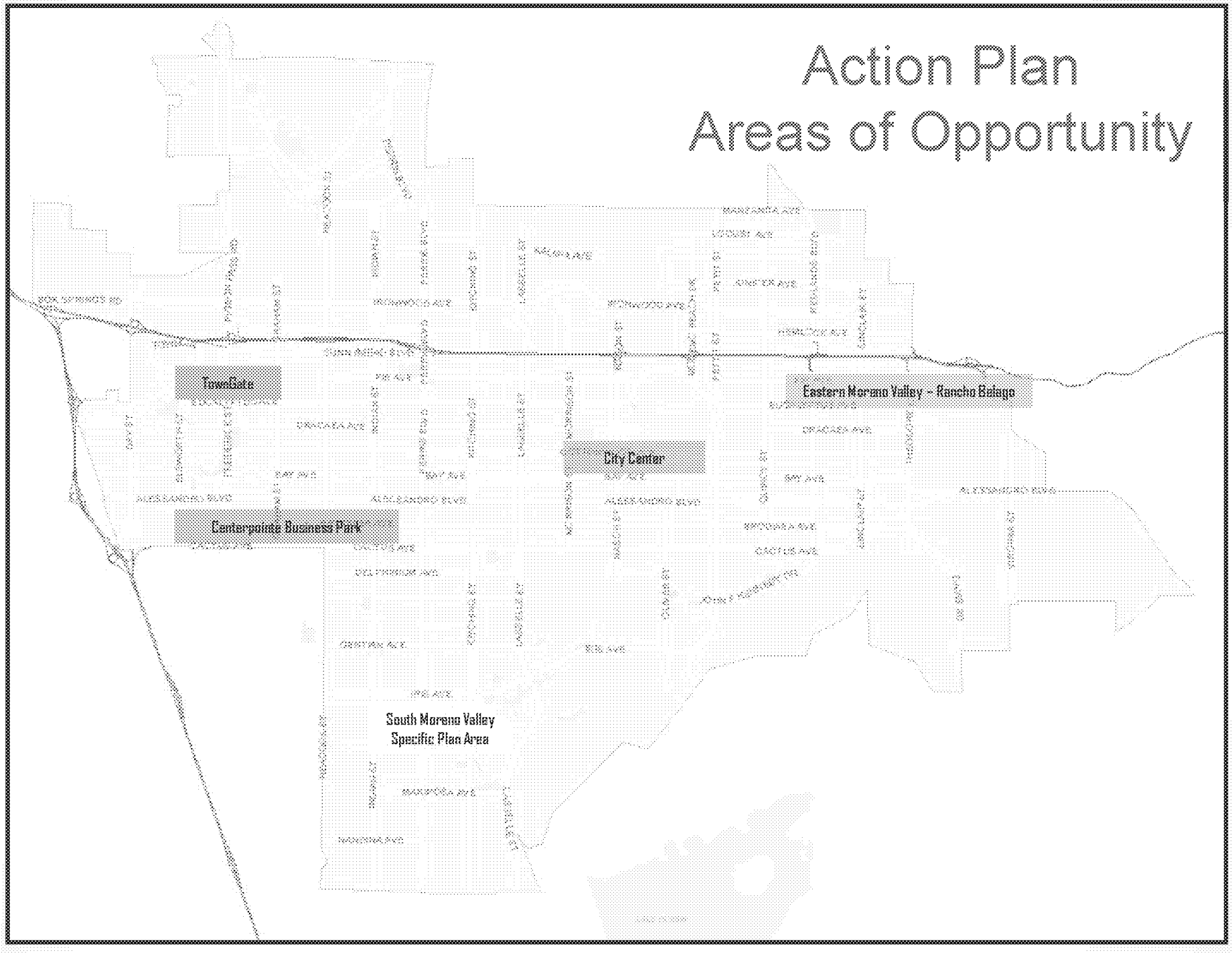

MV00178614

Key Initiatives of Action Plan

- Collaborate with the Fritz Duda Company and CW Capital towards enhancing retail and restaurant development in the TownGate area
- Advance the development of projects in the Centerpointe Business Park
- Facilitate the development of approved and entitled projects in the South Moreno Valley Industrial Specific Plan Area
- Capitalize on the opening of Skechers USA and begin to re-evaluate land uses in Eastern Moreno Valley - Rancho Belago area
- Re-sequence and fast-track Capital Improvement Projects in the City Center Area

MV00178615

TownGate

- Worked with Fritz Duda Co. on openings for Five Guys Burgers & Fries, Panera Bread, Anna's Linens, TJ Maxx/HomeGoods Superstore
- New projects coming to TownGate include Miguel's Jr., Chipotle and 24-Hour Fitness Sport
- Negotiations underway with three other users for TownGate Center
- Completed new 80-foot sign for TownGate Center & Plaza along SR 60 to improve new tenant promotion
- Worked with CW Capital – new owner of the Moreno Valley Mall on 10 openings including Rue 21, Body Basics and Round 1 Entertainment Center
- Moreno Valley Mall has created exciting conceptual plans for expansion and repositioning of 1.25 million s.f. regional mall
- Negotiations underway with several users for Moreno Valley Mall

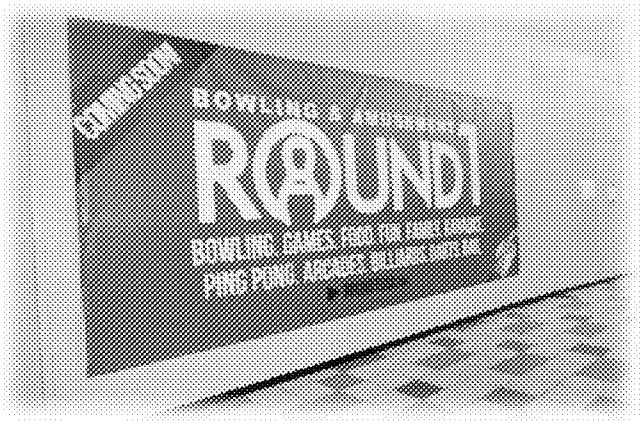

MV00178616

Centerpointe Business Park

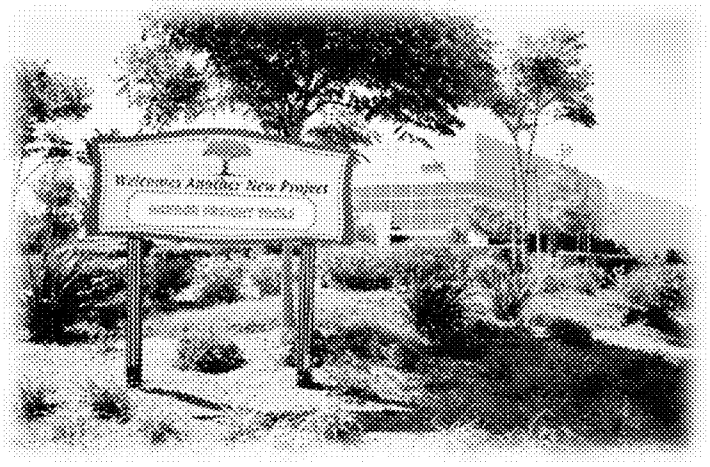

- Harbor Freight Tools
  - Opened new 779,016 s.f. Distribution Center in November 2011
  - Working on a expansion to add 507,720 s.f.
- USAA Real Estate/Overton Moore Properties
  - Under construction with a new 519,760 s.f. industrial building at Centerpointe Logistics Center.
- Ridge Property Trust
  - Working on Harbor Freight Tools expansion
  - Processing plans for additional 770,000 s.f. at Centerpointe Business Park

HARBOR FREIGHT TOOLS
Quality Tools at Ridiculously Low Prices

MV00178617

South Moreno Valley Industrial Area

- First Inland Logistics Center
  - First Industrial Realty Trust Inc.
  - 691,960 s.f. building completed and leased by Harbor Freight Tools
- Nandina Distribution Center
  - IDS Real Estate Group
  - 1.18 million s.f. total
  - 769,320 s.f. to be completed Fall 2012
  - 413,598 s.f. ready to start construction
- iHerb expansion
  - Added another 160,000 s.f.
  - Increased workforce by 200 employees
- I-215 Logistics Center
  - Trammell Crow Company
  - Construction underway with 1.25 million s.f. building
  - Negotiations underway with users
- Inland Empire Global Logistics Center
  - Panattoni Development Company
  - Approved 1.5 million s.f. building
  - Negotiations underway with major user
- Sares-Regis/Vogel Development
  - Approved 1.6 million s.f. building; under appeal by Sierra Club
  - Negotiations underway with two potential users

MV00178618

Eastern Moreno Valley – Rancho Belago

- Skechers USA full operations by October 2011 with workforce of 600

SKECHERS

- Westridge Commerce Center approved 937,000 s.f. building to begin speculative construction in Fall 2012

RIDGE PROPERTY TRUST

- Working with Highland Fairview on EIR and Specific Plan for 41 million s.f. World Logistics Center

hf

- Prologis is underway with EIR preparation of 2,268,000 s.f. industrial business park

PROLOGIS

City Center
Re-sequencing of CIP Projects

- Construction of SR 60/ Nason Improvements
  - New ramps completed
  - New Bridge to start Fall 2012
- Installation of new SR 60 southerly ramps at Moreno Beach plus extension of Eucalyptus connecting with Moreno Beach
  - Construction contract awarded 8/28/12

- Improvements on Cactus Ave. between Lasselle St. and Nason St.
  - Under construction with target completion Summer 2013
- Extension of Nason St. southerly to connect Cactus Ave. with Iris Ave.
  - Under construction with target completion Fall 2013
- Eliminate choke pointes on Nason St. between SR60 and Cactus Ave.
  - Project to be funded by California Communities bonds
  - Design and right-of-way acquisition underway

MV00178620

City Center
Healthcare and Education

- Advance the development of the City's medical overlay zone
  - Marketing Highland Fairview's development of a new major medical, health and wellness campus on 200 acres of the Aqua Bella property
  - New CIP projects will help assist development of medical overlay area

  - Kaiser Permanente's 75,000 s.f. expansion to open Fall 2012 with 167 new jobs
  - RCRMC underway with expansion plans

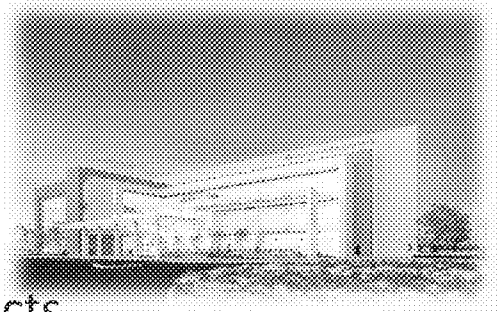

- Enhance educational opportunities
  - Moreno Valley College underway with expansion projects
  - RCRMC will be teaching hospital of new UCR Medical School

MV00178621

City Center

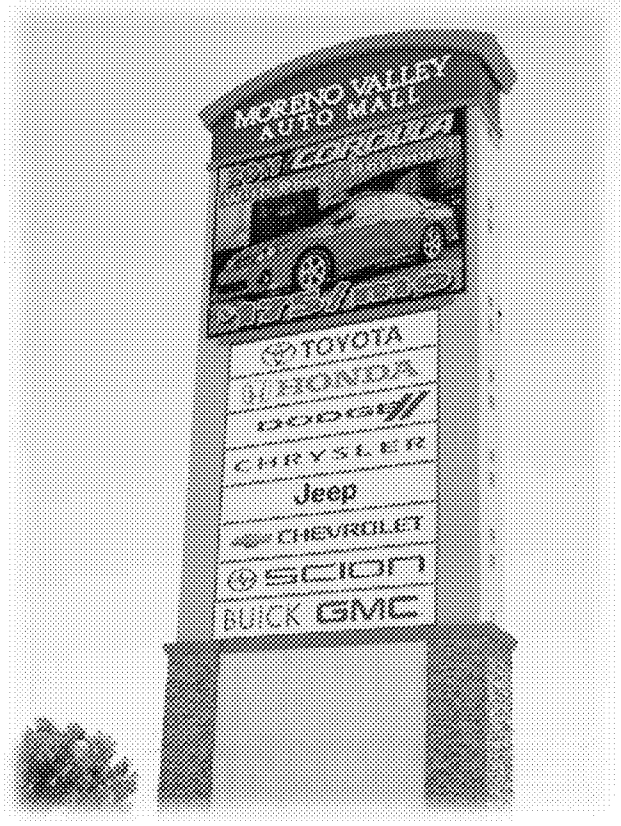

- Moreno Valley Auto Mall
  - Volkswagen of Moreno Valley opened fall 2011
  - Moss Bros. Auto Group underway with $8 million in improvements to dealerships
  - New freeway sign and corner features installed at MV Auto Mall
  - Discussions on-going for other new dealerships
- Re-occupancy of the three closed anchor spaces at Moreno Beach Plaza II
  - Reuse contingent on connecting Eucalyptus to Moreno Beach
  - LA Fitness underway with plans to reuse former Circuit City and Staples spaces, with new sport club concept
  - Negotiations underway for final anchor building and pad development
- Strengthen sales at Stoneridge Towne Centre and Moreno Beach Plaza
  - Adopted electric rate incentive for anchor uses
  - Working towards completion of SR60 improvement projects at Nason and Moreno Beach

MV00178622

Job Creation #1 Goal
New Jobs in 5 ED Action Plan Areas

2011

Distribution/Manufacturing	859
Office/Healthcare	132
Automobile Dealership	57
Retail/Restaurant	302
Total Jobs – 2011	**1,350**

2012

Distribution/Manufacturing	528
Office/Healthcare	167
Automobile Dealerships	20
Retail/Restaurant	265
Total Jobs – 2012	**980**

Total New Jobs 2011/12 in ED Action Plan Area 2,330

MV00178623

Job Creation #1 Goal

2011

Distribution/Manufacturing	
Harbor Freight Tools DC	45
iHerb	98
Modular Metal Fabricating	21
Philips Electronics	134
Ross Stores DC (expansion)	300
Serta Mattress	57
Supreme Truck Bodies	35
Walgreens	44
Subtotal	894
Office/Healthcare	
RCRMC	132
Social Security Admin. (expansion)	79
Subtotal	211
Automobile Dealership	
Moss Bros. Auto Group	57
Subtotal	57
Retail/Restaurant	
Buffalo Wild Wings	110
Five Guys Burgers	62
Rue 21	60
Panera Bread	70
Subtotal	302
Total Jobs – 2011	**1,464**

2012

Distribution/Manufacturing	
Harbor Freight Tools DC	385
Harmon Kardon (expansion)	21
i-Herb (expansion)	122
Subtotal	528
Office/Healthcare	
Kaiser Permanente (expansion) (coming 11/12)	167
Subtotal	167
Automobile Dealerships	
Moss Bros. Auto Group	20
Subtotal	20
Retail/Restaurant	
Chipotle (coming 10/12)	60
Dollar General	40
Dollar Tree (coming 10/12)	30
Family Dollar	30
Harbor Freight Tools Store	35
Round 1 (coming 9/12)	60
S Bar & Grill	25
Universal Strike	30
TJ Maxx/HomeGoods	145
Subtotal	425
Total Jobs – 2012	**1,140**

Total New Jobs 2011/12 in Moreno Valley 2,604

MV00178624

Next Steps

- Complete DIF Update
- Facilitate SR60-East Overlay Study to determine Highest & Best Land Uses
- Assist negotiations for users for new industrial buildings
- Market development opportunities for Medical Overlay Zone
- Explore financing opportunities for more CIP projects to assist in economic development activities
- Adopt new 3-year Economic Development Action Plan in April 2013

MV00178625

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RH
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: September 25, 2012

TITLE: UPDATE ON AB 32 AND THE CAP-AND-TRADE PROGRAM

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the update.

BACKGROUND

Assembly Bill 32 (AB32), known as the Global Warming Solutions Act, was signed by the Governor in 2006 and calls for a reduction in the emissions that contribute to global warming to 1990 levels by the year 2020. This means a reduction in greenhouse gas emissions of about 15% from current levels. The California Air Resources Board (CARB) is the agency responsible for developing and implementing the programs to meet this target.

The Climate Change Scoping Plan was approved by CARB in December 2008, and is essentially the blueprint of how the state will meet the goals as defined in AB 32. The key strategies in the Scoping Plan include the following:

- Cap-and-Trade Program
- Pavley Standards – reduces 30% of vehicle greenhouse gas emissions by 2016
- Low Carbon Fuel Standard – decreases carbon intensive vehicle fuels 10% by 2020
- SB 375 – changes the way cities are planned, developed, and built through better land-use planning
- Renewable Portfolio Standard – 33% renewable energy by 2020
    - Million Solar Roofs Program
    - Increase use of solar hot water heating
- Energy efficiency
    - Improve appliance efficiency standards
    - Green buildings

- Water efficiency
- Audit of the largest industrial sources to identify greenhouse gas reduction opportunities
- Regulations on refinery flaring and fugitive emissions
- Capture refrigerants and other high global warming potential gases already in use
- Reduce future impact through leak-resistant equipment
- Encourage more efficient agricultural equipment, fuel use and water use
- Reduce emissions from manure digesters at dairies
- Reduce methane emissions from landfills
- Move toward high recycling and zero waste

DISCUSSION

The Cap-and-Trade compliance obligation will begin on January 1, 2013, and applies to the major sources of greenhouse gas emissions such as electricity generators, refineries, cement production facilities, glass manufacturing facilities, and food processing plants. Natural gas, propane, and transportation fuel distributors will be subject to the Cap-and-Trade Program beginning in 2015. There are two parts to cap-and-trade; the first part, the cap, places a limit on the total amount of greenhouse gas emissions a facility can release into the atmosphere. This cap declines over time, forcing those subject to cap-and-trade to reduce greenhouse gas emissions. The second part, the trade, is a market based mechanism whereby an entity subject to AB 32 regulations can buy emissions allowances to meet its compliance obligation. An allowance is a permit to emit one metric ton of a carbon dioxide equivalent greenhouse gas emission. An entity's annual compliance obligation is the number of allowances it must surrender to CARB to be allowed to emit greenhouse gas emissions, and is 30% of the reported and verified greenhouse gas emissions from the previous year. Some entities will be allocated free allowances, and will have to buy additional allowances at auction to meet their compliance obligation.

Some of the key dates for the Cap-and-Trade Program include the following:

1. Program registration	January 2012
2. User/account registration	September 2012
3. Allowances issued	September 2012
4. Auction registration deadline	October 2012
5. First auction	November 2012
6. 2013 auctions	February, May, August, November

Each auction is anticipated to last approximately three hours, and will consist of a single round of sealed bids, with a minimum auction reserve price. Each seller will receive the same bid price at the conclusion of the auction, which will be equal to or greater than the auction reserve price. Every December 1, the auction reserve price for the following calendar year will be announced. The auction reserve price for allowances auctioned in 2012 and 2013 is set at $10.00 per allowance and will increase by no less than 5% each year through 2020.

As an electric utility retail provider, Moreno Valley Utility (MVU) is required to annually report greenhouse gas emissions associated with purchases of electricity and facilities that contain certain gases. MVU has been reporting its greenhouse gas emissions since 2009. MVU will also be allocated a number of allowances by CARB to be sold in the auctions that will occur quarterly each year. However, because MVU does not generate electricity, nor import any electricity, MVU does not have a compliance obligation, meaning MVU is not required to surrender any allowances to CARB. As a result, MVU will not have to purchase any allowances at auction, and will be able to use the revenues received from the sale of the allowances to benefit ratepayers. No later than June 2014, each utility that receives revenues from the sale of allowances will be required to report to CARB how the funds were spent. A public process will be required to determine how the funds received will be used to benefit ratepayers; some examples include using the funds to purchase renewable energy to help meet the utility's Renewable Portfolio Standard, to provide direct rebates to customers, and to implement additional energy efficiency programs. Staff anticipates that an AB32 compliance policy will be brought before Council within the next six months.

FISCAL IMPACT

MVU has been allocated a total of 312,567 allowances through 2020. It is anticipated that MVU will receive a total minimum of approximately $3,577,084 through 2020 to be spent on various programs for the ratepayers.

Prepared By
Jeannette Olko
Electric Utility Division Manager

Department Head Approval
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

MORENO VALLEY

WHERE DREAMS SOAR

Department Update:

Human Resources

September 25, 2012

MV00178629

Your HR Team

Bridgette Montgomery

Kim Schmitz

Liliana Alvarado

MV00178630

Your Facilities Team

Lisa Morgan

Alice Rod

Mayra Robledo

Adam Patino

Rix Skonberg

Daphne McKinney

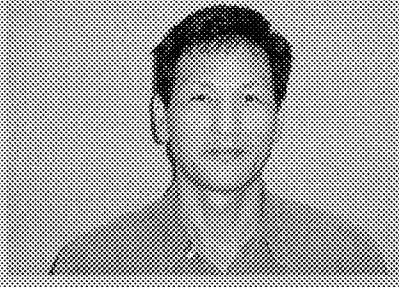

Frank Kim

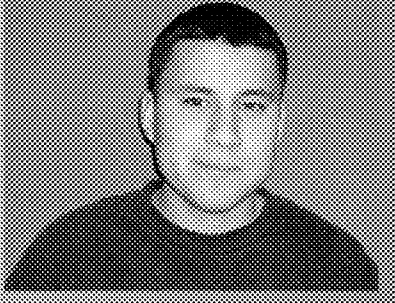

Javier Ponce

Hector Gomez

MV00178631

Human Resources

MV00178632

Core Functions

- Recruitment and Staffing
- Classification & Compensation
- Employee Relations
- Training
- Benefits
- Workers' Compensation
- Regulatory Compliance

MV00178633

Recent Results

- Pension Reform: Tier III CalPERS Contract Amendments
- 3-year MOUs with Employee Associations
- Comprehensive MOUs with MVMA, MVCME
- Electronically searchable MOUs
- 27 Recruitments (FY 11-12)
  - 13 more Recruitments since 7/1

MV00178634

- All Recruitments/Applications now online
- Enhanced Volunteer recruitment
  - Volunteer openings now featured on City's Job listing
- Completed Health Needs Assessment with Employee Associations
- Re-Tooled Employee Service Milestone program

MV00178635

- Partnered with Departments to:
  - Transfer 3 employees to preclude layoff
  - Recall 3 laid off employees (Fire, FASD)
- Compliance with new PERS rules affecting retirees on temp assignment
- Expanded specialized legal support (while reducing costs)
- Created Internship opportunities for RCC/MoVal College Kinesiology students

MV00178636

City of Moreno Valley

MotiVate Wellness

Home Health Work Life

MV00178637

Wellness Objectives

- Invest in our employees
- Create comprehensive, holistic program offerings
- Address 4 key components

Home

Health

Work

Life

MV00178638

Program Activities

- Programs build on employee ideas/requests…several led by our employees
- Website for quick access to all program info & activities
- Lunch & Learns:
  - Mortgage Loan Refinancing, Modifications
  - Financial Planning
- City Relay for Life team
- Run-Walk-Jog Group

MV00178639

- Early Detection Health Screenings, with service packages uniquely created for Moreno Valley employees and their families
- Fitness Challenge (MoVal Movers)
- Line Dancing/Aerobics
- Participation in RivCo's employee Education Fair
- On-site information sessions for Cal State Northridge's MPA program
- *Lunch & A Movie* programs
- College Tuition Funding information

MV00178640

- Interview Skills Workshops (w/Toastmasters)
- Self-Defense class
- Zumba class
- CalPERS Retirement Planning Seminar
- Employee Resource Directory
- Family Movie Night (w/Parks)
- FAFSA Workshop (w/MVUSD)
- Car rental discount program
- Costco membership incentives
- Speedway event tickets
- *More coming soon!!!*

MV00178641

Facilities Division

MV00178642

Recent Results

- Replaced City Hall HVAC System (secured grant funding)
- Completed more than 2,000 work orders last fiscal year
- Collaborated on Fire Station 99 project
- City Hall Parking Lot rehabilitation
- City Hall Lobby renovation
- Earned GOLD status in SCE's Energy Leader Partnership Program

MV00178643

Recent Results

- Lighting retrofits (grant funded)
  - City Hall
  - Senior Center
  - Library
  - FS 6
  - FS 48
  - FS 65
- Solar Film installation at City Hall (grant funded)

MV00178644

On the Horizon

MV00178645

HR Activities

- ERP: Human Resources module goes live in January
- Pension Reform: collective bargaining, new employees
- MOU re-openers
- Training programs
- Succession Planning/Preparation
- Workers' Comp Program Audit

MV00178646

Facilities Activities

- City Hall Improvement/Rehabilitation
- In-Field Automation
- Roll Out: "It's My Building" program for designated point-of-contact
- Emergency Power for CRC
- Multi-Year Facilities Maintenance Plan
- Annex 1 Renovation
- Public Safety Bldg Lobby Upgrades (Access and Security)

MV00178647

Proudly Serving Those Who Serve
Moreno Valley Residents

Human Resources Department

MV00178648

ORDINANCE NO. 853

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 1.10.080 OF CHAPTER 1.10 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO THE COLLECTION OF CIVIL FINES AND PENALTIES.

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1. MUNICIPAL CODE AMENDED:

1.1 Section 1.10.80 of Chapter 1.10 of Title 1 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

"1.10.080 Civil fines—Amount and penalties.

A. The maximum amount of a civil fine for violating particular provisions of this code shall be set forth in a schedule of civil fines adopted by resolution of the city council. The schedule may include escalating civil fine amounts for repeat code violations occurring within specified periods of time. A fine amount, not to exceed those set forth by resolution, may be imposed or reduced at the discretion of the citing officer or the city attorney.

B. Where no civil fine amount is specified by resolution of the city council, civil fines shall be in accordance with those specified in Section 1.01.230 of this code.

C. A late payment penalty shall be imposed for civil fines not paid within thirty (30) calendar days of their due date. The amount of the late payment penalty shall be one hundred (100) percent of the total amount of the civil fine owed.

D. In addition to any civil fine and/or late payment penalty, a hearing officer shall also assess administrative costs against the responsible person when it finds that a violation has occurred or that compliance has not been achieved within the time specified in the civil citation and any granted extensions thereof. Administrative costs may include any and all costs incurred by the city in connection with the matter including, but not limited to, costs of investigation, staffing costs incurred in preparation for an administrative hearing and for the administrative hearing itself, and costs for all reinspections of the property related to the violation(s).

E. Unless otherwise prohibited by law or regulation, all civil fines and administrative costs imposed pursuant to the provisions of this chapter shall accrue simpleinterest at the rate of eight percent (8%)annuallyuntil the civil fine or administrative costs, including interest thereon, is paid in full. Interest shall begin to accrue thirty (30) calendar days after the due date for the civil fine or

administrative costs and continue until the civil fine or administrative costs, including interest thereon, is paid in full."

SECTION 2. EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 3. NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 4. EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this _____ day of _____, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

AGENDA

CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

September 25, 2012

SPECIAL PRESENTATIONS – 6:00 P.M.
REGULAR MEETING – 6:30 P.M.

City Council Closed Session
First Tuesday of each month – 6:00 p.m.
City Council Study Sessions
Third Tuesday of each month – 6:00 p.m.
City Council Meetings
Second and Fourth Tuesdays – 6:30 p.m.

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3705 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Richard A. Stewart, Mayor
William H. Batey II, Mayor Pro Tem
Jesse L. Molina, Council Member
Robin N. Hastings, Council Member
Marcelo Co, Council Member

MV00178652

AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
AND THE BOARD OF LIBRARY TRUSTEES

THE CITY COUNCIL RECEIVES A SEPARATE STIPEND FOR CSD MEETINGS

REGULAR MEETING - 6:30 PM
SEPTEMBER 25, 2012

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority and the Board of Library Trustees- actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION

Pastor Diane Gardner, Beautiful Women of God - Diane Gardner Ministries

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY 9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is

a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the Council, Community Services District, City as Successor Agency for the Redevelopment Agency, Housing Authority or the Board of Library Trustees requests that an item be removed for separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF SEPTEMBER 11, 2012 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 APPROVAL OF PAYMENT REGISTER FOR JULY, 2012 (Report of: Financial & Administrative Services Department)

Recommendation:
Adopt Resolution No. 2012-74, approving the Payment Register for the month of July, 2012 in the amount of $13,987,791.35.

Resolution No. 2012-74

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Payment Register for the Month of July, 2012.

A.4 PA06-0021 (PM 34577) – INDUSTRIAL – ACCEPT FINAL MAP, AGREEMENT AND IRREVOCABLE LETTERS OF CREDIT FOR PUBLIC IMPROVEMENTS, SOUTHEAST CORNER OF HEACOCK STREET AND CARDINAL AVENUE, DEVELOPER: I-215 LOGISTICS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, NEWPORT BEACH, CA 92660 (Report of: Community & Economic Development Department)

Recommendation:

1. Approve Parcel Map 34577, authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation;

2. Accept the Agreement and Irrevocable Letters of Credit for Public Improvements for PA06-0021(PM 34577);

3. Authorize the Mayor to execute the agreement;

4. Direct the City Clerk to forward the signed agreement to the County Recorder's office for recordation; and

5. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

A.5 FIRST AMENDMENT TO AGREEMENT WITH DMC DESIGN GROUP FOR MORENO TOWNSITE AREA STORM DRAIN AND MISCELLANEOUS STREET IMPROVEMENTS BETWEEN ALESSANDRO BOULEVARD AND DRAINAGE FACILITY LINE F - PROJECT NO. 801 0011 70 77-2001 (Report of: Public Works Department/CPD)

Recommendation:

1. Approve the First Amendment to Agreement for Professional Consultant Services with DMC Design Group to revise and complete the design for the Moreno Townsite Area Storm Drain and Miscellaneous Street Improvements;

2. Authorize the City Manager or his designee to continue negotiating the cost proposal and then execute said Amendment to Agreement for Professional Consultant Services with DMC Design Group, subject to approval of the City Attorney; and

3. Authorize an increase in the Purchase Order to DMC Design Group in the amount of up to but not to exceed $57,820 once the final cost negotiations are concluded and the amendment to agreement has been signed by all parties.

A.6 AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO GLOBAL POWER GROUP, INC. FOR THE EMERGENCY OPERATIONS CENTER FAMILY CARE CENTER GENERATOR PROJECT - PROJECT NO. 803 0016 70 77 (Report of: Public Works Department/CPD)

Recommendation:

1. Award the construction contract to Global Power Group, Inc. (GPG),

12060 Woodside Avenue, Lakeside, CA 92040, the lowest responsible bidder, for Emergency Operations Center Family Care Center Generator project;

2. Authorize the City Manager to execute a contract with GPG;

3. Authorize the issuance of a Purchase Order for $386,811.70 ($351,647.00 bid plus 10% contingency of $35,164.70) to GPG when the contract has been signed by all parties;

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with GPG, up to but not to exceed the Purchase Order's total contingency amount of $35,164.70, subject to the approval of the City Attorney; and

5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines that all contract requirements and punch-list items are completed by GPG, accept the improvements into the City's maintained system, and release the retention to Contractor if no claims have been filed against the project.

A.7 APPROVE AGREEMENT FOR PROFESSIONAL CONSULTANT CONSTRUCTION GEOTECHNICAL SERVICES WITH NINYO & MOORE FOR MORENO BEACH INTERCHANGE IMPROVEMENTS PHASE 1 - PROJECT NO. 801 0038 70 77-4821 (Report of: Public Works Department/CPD)

Recommendation:

1. Authorize the "Agreement for Professional Consultant Services" with Ninyo & Moore (Ninyo & Moore), 11650 Mission Park Drive, Suite 101, Rancho Cucamonga, CA 91730, to provide professional geotechnical and materials testing services during construction of the SR-60/Moreno Beach Interchange Improvements Phase 1 project for a total agreement amount not to exceed $109,110;

2. Acting as the Successor Agency, approve this action as a recognized payment obligation of the former Redevelopment Agency of the City of Moreno Valley, add it to the Recognized Obligation Payment Schedule, submit same to the Oversight Board for Approval, and authorize the City Manager to access agency funds only after Oversight Board approval;

3. Authorize the City Manager to execute said "Agreement for Professional Consultant Services" with Ninyo & Moore; and

4. Authorize the issuance of a Purchase Order totaling $109,110 to Ninyo & Moore when the contract has been signed by all parties.

A.8 APPROVE AGREEMENT FOR PROFESSIONAL CONSULTANT CONSTRUCTION SURVEY SERVICES WITH COORY ENGINEERING FOR MORENO BEACH INTERCHANGE IMPROVEMENTS PHASE 1 - PROJECT NO. 801 0038 70 77-4821 (FORMERLY PROJECT NO. 07-41570024) (Report of: Public Works Department/CPD)

Recommendation:

1. Authorize the "Agreement for Professional Consultant Services" with Coory Engineering (Coory), 1718 N. Neville Street, Orange, CA 92865, to provide professional survey services during construction of the SR-60/Moreno Beach Interchange Improvements Phase 1 project for a total agreement amount not to exceed $100,805;

2. That the City Council Acting as the Successor Agency, approve this action as a recognized payment obligation of the former Redevelopment Agency of the City of Moreno Valley, add it to the Recognized Obligation Payment Schedule, submit same to the Oversight Board for Approval, and authorize the City Manager to access agency funds only after Oversight Board approval;

3. Authorize the City Manager to execute said "Agreement for Professional Consultant Services" with Coory; and

4. Authorize the issuance of a Purchase Order totaling $100,805 to Coory when the contract has been signed by all parties.

A.9 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of September 5-18, 2012.

A.10 BIENNIAL UPDATE TO THE PUBLIC RIGHT OF WAY ACCESS AMERICANS WITH DISABILITIES ACT TRANSITION PLAN (Report of: Public Works Department/CPD)

Recommendation:
Receive and file this Biennial Update on Public Right of Way Access Americans with Disabilities Act Transition Plan.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF SEPTEMBER 11, 2012 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF SEPTEMBER 11, 2012 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF SEPTEMBER 11, 2012 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

E. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

E.1 A PUBLIC HEARING REGARDING PA08-0033 (GENERAL PLAN AMENDMENT), PA08-0034 (CHANGE OF ZONE) AND PA08-0035 (CUP) FOR A SMOG INSPECTION STATION AND TIRE SALES COMMERCIAL BUSINESS AT 22184 ALESSANDRO BOULEVARD. THE PROPOSED GENERAL PLAN AMENDMENT WILL CHANGE THE LAND USE DESIGNATION OF A 0.54 ACRE PORTION OF A PARCEL LOCATED AT

22184 ALESSANDRO BOULEVARD FROM RESIDENTIAL/OFFICE (R/O) TO COMMERCIAL (C). THE CHANGE OF ZONE WILL CHANGE THE ZONING OF THE PARCEL FROM OFFICE COMMERCIAL (OC) TO COMMUNITY COMMERCIAL (CC). THE APPLICANT IS SOCRATES URENA (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Conduct a public hearing for General Plan Amendment PA08-0033, Change of Zone PA08-0034 and Conditional Use Permit PA08-0035 and subsequent to the public hearing:

   ADOPT a Negative Declaration for PA08-0033 (General Plan Amendment), PA08-0034 (Change of Zone) and PA08-0035 (Conditional Use Permit) in that this project will not result in significant environmental impacts);

2. ADOPT City Council Resolution No. 2012-75 thereby APPROVING General Plan Amendment PA08-0033, based on the findings in the City Council Resolution;

   Resolution No. 2012-75

   A Resolution of the City Council of the City of Moreno Valley, California, approving an Amendment to the General Plan Land Use Element (PA08-0033) to change the Land Use Designation of a 0.54 acre portion of a parcel located at 22184 Alessandro Boulevard (portion of Assessor's Parcel Number 291-190-025) from Residential/Office (R/O) to Commercial (C)

3. INTRODUCE Ordinance No. 854 thereby APPROVING Zone Change PA08-0034, based on the findings in the City Council Ordinance; and

   Ordinance No. 854

   An Ordinance of the City Council of the City of Moreno Valley, California, Approving PA08-0034 (Zone Change) to change the Land Use District for approximately 0.54 acres of 22184 Alessandro Boulevard (portion of Assessor Parcel Number 291-190-025) from Office Commercial (OC) to Community Commercial (CC)

4. ADOPT City Council Resolution No. 2012-76 thereby APPROVING Conditional Use Permit PA08-0035 for a Smog Inspection Station and Tire Sales commercial business at 22184 Alessandro Boulevard, based on the findings in the Resolution, and the conditions of approval to the resolution as Exhibit A.

Resolution No. 2012-76

A Resolution of the City Council of the City of Moreno Valley, California, Approving Conditional Use Permit (PA08-0035) for the conversion of an existing Single Family Residence into Smog Inspection Station and Tire Sales Commercial Business at 22184 Alessandro Boulevard (APN: 291-190-025)

E.2 A PUBLIC HEARING REGARDING AN APPEAL OF THE PLANNING COMMISSION'S JULY 12, 2012, APPROVAL OF PLOT PLAN PA09-0004 AND TENTATIVE PARCEL MAP NO. 36162 (PA09-0012) AND THE RELATED ENVIRONMENTAL IMPACT REPORT FOR THE VIP MORENO VALLEY PROJECT. THE PROJECT PROPOSES A 1,616,133 SQUARE FOOT WAREHOUSE DISTRIBUTION BUILDING ON APPROXIMATELY 80 ACRES. THE BUILDING INCLUDES 268 DOCK HIGH DOORS AND 44,000 SQUARE FEET OF OFFICE AREA. THE MAP WOULD COMBINE FOUR EXISTING PARCELS INTO A SINGLE PARCEL. THE PROJECT SITE IS LOCATED ON THE SOUTH SIDE OF GROVE VIEW ROAD BETWEEN PERRIS BOULEVARD AND INDIAN STREET AT THE CITY'S SOUTHERN BOUNDARY, IN THE MORENO VALLEY INDUSTRIAL AREA PLAN (SP 208). THE APPLICANT IS VOGEL ENGINEERS, INC. THE APPELLANT IS JOHNSON & SEDLACK ATTORNEYS AT LAW ON BEHALF OF RESIDENTS FOR A LIVABLE MORENO VALLEY AND THE SIERRA CLUB (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Conduct a public hearing for Environmental Impact Report (P11-020), Plot Plan PA09-0004, and Tentative Parcel Map 36362 (PA09-0012) and subsequent to the public hearing:

   APPROVE Resolution No. 2012-77 and CERTIFY that the Environmental Impact Report (EIR) for the VIP Moreno Valley Project has been completed in compliance with the California Environmental Quality Act; and

   Resolution No. 2012-77

   A Resolution of the City Council of the City of Moreno Valley, California, certifying the Final Environmental Impact Report (P11-020), Adoption of the Findings and Statement of Overriding Considerations, and Approval of the Mitigation Monitoring Program for the VIP Moreno Valley Project, generally located in the Moreno Valley Industrial Area Plan (SP 208), on the South side of Grove View Road between Perris Boulevard and Indian Street at the City's southern boundary.

2. APPROVE Resolution No. 2012-78 and APPROVE Plot Plan PA09-0004 and Tentative Parcel Map 36162 (PA09-0012), subject to the attached conditions of approval included as Exhibits A and B.

Resolution No. 2012-78

A Resolution of the City Council of the City of Moreno Valley, California, for approval of Plot Plan PA09-0004 for development of a 1,616,133 square foot Warehouse Distribution Facility on 80 acres located within Assessor's Parcel Numbers 488-330-003 through -006 and -026 and PA09-0012 (Tentative Parcel Map No. 36162) to combine four parcels into a single parcel.

E.3 GENERAL PLAN AMENDMENT TO MODIFY THE CIRCULATION PLAN FOR NASON STREET BETWEEN ALESSANDRO BOULEVARD AND FIR AVENUE (PA12-0026) - (Report of: Public Works Department/CPD)

Recommendation:

1. Conduct a public hearing to consider the action taken by the Planning Commission on August 23, 2012, recommending approval of a General Plan Amendment (PA12-0026) (Project); and subsequent to the public hearing; and

2. APPROVE City Council Resolution No. 2012-79 thereby adopting a Negative Declaration for PA12-0026 in that the project will not result in significant environmental impacts, and approving the General Plan Amendment (PA12-0026), based on the findings in the City Council Resolution.

Resolution No. 2012-79

A Resolution of the City Council of the City of Moreno Valley, California, Approving a General Plan Amendment (PA12-0026) to Modify the City Circulation Plan and Circulation Exhibit, Respectively

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

a) Report by Mayor Richard A. Stewart on March Joint Powers Commission (MJPC)

G.2 UPDATE OF ECONOMIC DEVELOPMENT ACTION PLAN (Report of: Community & Economic Development Department)

Recommendation: That the City Council:
Review the update of the Economic Development Action Plan.

G.3 UPDATE ON AB 32 AND THE CAP AND TRADE PROGRAM (Report of: Public Works Department/EU)

Recommendation: That the City Council:
Receive and file the update.

G.4 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

G.4.1 Human Resources Department Update - Report by: Tom DeSantis, Human Resources Director

G.5 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION

H.2.1 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 1.10.080 OF CHAPTER 1.10 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO THE COLLECTION OF CIVIL FINES AND PENALTIES (RECEIVED FIRST READING AND INTRODUCTION ON SEPTEMBER 11, 2012, BY A 5-0 VOTE) (Report of: City Attorney)

Recommendation: That the City Council:
Adopt Ordinance No. 853 that would clarify the method by which interest is calculated on delinquent civil citations.

Ordinance No. 853

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Section 1.10.080 of Chapter 1.10 of the City of Moreno Valley Municipal Code Relating to the Collection of Civil Fines and Penalties

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/City as Successor Agency for the Community Redevelopment Agency, Housing Authority or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

ADJOURNMENT

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MV00178665

MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
September 11, 2012

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Southern California Edison's Recognition of City of Moreno Valley's Energy Leader Gold Tier Status

2. Presentation of Award for Excellence in Information Technology Practices to the City's Technology Services Division

3. Proclamation Recognizing Constitution Week, September 17 - 23, 2012

4. Proclamation Presentation Recognizing Mayor Richard A. Stewart's 20 Years of Service as a Moreno Valley Reserve Police Officer

5. Spotlight on Moreno Valley Business
   a) O'Reilly Automotive DC
   b) Sunnymead Village Dental Group

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:30 PM
September 11, 2012

CALL TO ORDER

The Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority and the Board of Library Trustees was called to order at 6:40 p.m. by Mayor Richard A. Stewart in the Council Chamber located at 14177 Frederick Street

Mayor Richard A. Stewart announced that the City Council receives a separate stipend for CSD meetings.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Pro Tem William H. Batey II

INVOCATION - Reverend O. J. Philpot, Christ Community Church

ROLL CALL

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Council Member
William H. Batey II	Mayor Pro Tem
Marcelo Co	Council Member
Robin N. Hastings	Council Member

Staff:

Kathy Gross	Executive Assistant
Jane Halstead	City Clerk
Henry T. Garcia	City Manager
Richard Teichert	Financial and Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Assistant City Manager

Joel Ontiveros	Police Chief
Ahmad Ansari	Public Works Director
Barry Foster	Community and Economic Development Director
Tom DeSantis	Human Resources Director
Mike McCarty	Parks & Community Services Director
Michele Patterson	Assistant to the City Manager

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

A. CONSENT CALENDAR-CITY COUNCIL

Mayor Richard A. Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Deanna Reeder (A.2).

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF AUGUST 28, 2012 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 COOPERATIVE AGREEMENT WITH THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR THE SUNNYMEAD MASTER DRAINAGE PLAN LINE P-6, STAGE 2 (PROJECT NO. 4-0-00716) (Report of: Community & Economic Development Department)

Recommendation:

1. Approve the Cooperative Agreement with the Riverside County Flood Control and Water Conservation District (the District) for the Sunnymead Master Drainage Plan Line P-6, Stage 2;

2. Authorize the City Manager to execute the Cooperative Agreement; and

3. Direct the City Clerk to forward the signed Cooperative Agreement to the District.

A.4 APPROVE THE AMENDMENT TO THE JOINT POWERS AGREEMENT OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS TO

PERMIT THE PROVISION OF PACE SERVICES STATEWIDE (Report of: City Manager's Office)

Recommendation:
Approve an amendment to the Joint Powers Agreement of the Western Riverside Council of Governments to permit the provision of PACE services statewide.

A.5 ORDINANCE NO. 851 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA10-0022 TO AMEND TITLE 9 OF THE MORENO VALLEY MUNICIPAL CODE, CHAPTER 9.08, SECTION 9.08.100 "LIGHTING" AND SECTION 9.08.190 "STREET LIGHTING", CHAPTER 9.16, ARTICLE IV APPLICATIONS FOR HILLSIDE DEVELOPMENT SECTION 9.16.235 "HILLSIDE DESIGN GUIDELINES", ARTICLE VI "APPLICATIONS FOR LIGHTING", SECTION 9.16.280, "GENERAL REQUIREMENTS" AND CHAPTER 9.15, SECTION 9.15.030, "DEFINITIONS" RELATING TO MODIFICATIONS OF GENERAL SITE, STREET AND ATHLETIC FIELD/PARK LIGHTING WITH AN EMPHASIS ON DARK SKY STANDARDS CITYWIDE (RECEIVED FIRST READING AND INTRODUCTION ON AUGUST 28, 2012, BY A 5-0 VOTE) (REPORT OF: COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT)

Recommendation:

Adopt Ordinance No. 851, approving revisions to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general on-site, athletic field/park and street lighting citywide.

Ordinance No. 851

An Ordinance of the City Council of the City of Moreno Valley, California, Approving PA10-0022 to Amend Title 9 of the Moreno Valley Municipal Code, Chapter 9.08, Section 9.08.100 "Lighting" and Section 9.08.190 "Street Lighting", Chapter 9.16, Article IV Applications for Hillside Development Section 9.16.235 "Hillside Design Guidelines", Article VI "Applications for Lighting", Section 9.16.280, "General Requirements" and Chapter 9.15, Section 9.15.030, "Definitions" Relating to Modifications of General Site, Street and Athletic Field/Park Lighting with an Emphasis on Dark Sky Standards Citywide

A.6 ORDINANCE NO. 852 - AN ORDINANCE OF THE CITY COUNCIL OF

THE CITY OF MORENO VALLEY, CALIFORNIA, (PA11-0013) AMENDING TITLE 9 CHAPTER 9.11, SECTION 9.11.040, "OFF STREET PARKING REQUIREMENTS" TO PROVIDE CONSISTENCY WITH THE CURRENT 2011 CALIFORNIA GREEN BUILDING CODE STANDARDS REQUIRING LOW-EMITTING, FUEL-EFFICIENT AND CARPOOL AND VANPOOL VEHICLE PARKING FOR NEW NON-RESIDENTIAL USES CITYWIDE (RECEIVED FIRST READING AND INTRODUCTION ON AUGUST 28, 2012, BY A 5-0 VOTE) (REPORT OF: COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT)

Recommendation:

Adopt Ordinance No. 852, approving revisions to Title 9 and Section 9.11.040 "Off Street Parking Requirements" to provide consistency with the current 2011 California Green Building Code standards for low-emitting, fuel–efficient and carpool and vanpool vehicle parking for all new non-residential uses citywide.

Ordinance No. 852

An Ordinance of the City Council of the City of Moreno Valley, California, (PA11-0013) Amending Title 9 Chapter 9.11, Section 9.11.040, "Off Street Parking Requirements" To Provide Consistency with the Current 2011 California Green Building Code Standards Requiring Low-Emitting, Fuel-Efficient and Carpool and Vanpool Vehicle Parking for New Non-Residential Uses Citywide

A.7 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of August 22 – September 4, 2012.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF AUGUST 28, 2012 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF AUGUST 28, 2012 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF AUGUST 28, 2012 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 by m/Mayor Pro Tem William H. Batey II, s/Council Member Robin N. Hastings

Approved by a vote of 5-0.

E. PUBLIC HEARINGS

E.1 PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 485-081-034 BALLOTING FOR NPDES (Report of: Public Works Department)

Recommendation: That the City Council:

1. After conducting the Public Hearing and accepting public testimony, direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballot for Assessor Parcel Number (APN) 485-081-034;

2. Verify and accept the results of the mail ballot proceeding as identified on the Official Tally Sheet;

3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and

4. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to APN 485-081-034.

Mayor Richard A. Stewart opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Motion to Approve by m/Mayor Pro Tem William H. Batey II, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

Motion to Approve by m/Mayor Pro Tem William H. Batey II, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

E.2 PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 485-081-034 BALLOTING FOR CSD ZONE M (Report of: Public Works Department)

Recommendation: That the CSD:

1. After conducting the Public Hearing and accepting public testimony, direct the Secretary of the CSD Board (City Clerk) to tabulate the CSD Zone M ballot for APN 485-081-034;

2. Verify and accept the results of the mail ballot proceeding as identified on the Official Tally Sheet;

3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and

4. If approved, authorize and impose the annual CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) charge to APN 485-081-034.

Mayor Richard A. Stewart opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Motion to Approve by m/Mayor Pro Tem William H. Batey II, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

Motion to Approve by m/Mayor Pro Tem William H. Batey II, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

None

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

a) Report by Mayor Richard A. Stewart on March Joint Powers Commission (MJPC)

Mayor Richard A. Stewart opened the agenda item for public comments; there being none, public comments were closed.

Mayor Richard A. Stewart stated that two parcels are in escrow from Riverside Medical Clinic as part of the March Health Care project.

G.2 RECAP OF JULY 4th AND DISBAND JULY 4th ADVISORY COMMITTEE (Report: Parks and Community Services Department)

Recommendation: That the City Council:
Acting in their capacity as President and Board of Directors for the Moreno Valley Community Services District authorize disbanding the City's July 4th Advisory Committee.

Mayor Richard A. Stewart opened the agenda item for public comments, which were received from Deanna Reeder (Opposed), Scott Heveran (Opposed), Tom Jerele, Sr. (Opposed), Diana Giardina, Georgette Segura (Opposed), JulieAnn Stewart-Cleveland (Opposed), and LaDonna Jempson (Opposed).

Motion to Recognize that under Council rules the Ad Hoc Committee has been disbanded and to direct staff to come back at the earliest opportunity with plans to organize a standing committee for the 4th of July celebration by m/Mayor Richard A. Stewart, s/Mayor Pro Tem William H. Batey II

Approved by a vote of 5-0.

G.3 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 1.10.080 OF CHAPTER

1.10 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO THE COLLECTION OF CIVIL FINES AND PENALTIES (Report of: City Attorney)

Recommendation: That the City Council:
Introduce Ordinance No. 853 that would clarify the method by which interest is calculated on delinquent civil citations.

Ordinance No. 853

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Section 1.10.080 of Chapter 1.10 of the City of Moreno Valley Municipal Code Relating to the Collection of Civil Fines and Penalties

Motion to Approve Introduction of Ordinance No. 853 and bring back the percentage rate for discussion at a later date. by m/Mayor Pro Tem William H. Batey II, s/Council Member Robin N. Hastings

Approved by a vote of 5-0.

G.4 ANNUAL AGREEMENTS FOR SERVICES WITH THE CHAMBERS OF COMMERCE (Report of: Community & Economic Development Department)

Recommendation: That the City Council:
Review and approve the annual Agreements for Services with the Moreno Valley Chamber of Commerce and the Moreno Valley Hispanic Chamber of Commerce.

Mayor Richard A. Stewart opened the agenda item for public comments, which were received from Oscar Valdepena, Marshall C. Scott, Tom Jerele Sr., and Pete Bleckert.

Motion to Approve by m/Mayor Pro Tem William H. Batey II, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

G.5 APPOINTMENTS TO THE ARTS COMMISSION, THE SENIOR CITIZENS' BOARD AND THE TRAFFIC SAFETY COMMISSION (Report of: City Clerk Department)

Recommendation: That the City Council:
1. After reviewing the ballot provided by the City Clerk:
   Appoint one member to the Arts Commission with a term expiring June 30, 2015; and

2. Appoint one member to the Senior Citizens' Board with a term expiring June 30, 2015; and

3. Appoint one member to the Traffic Safety Commission with a term expiring June 30, 2014; and

4. Confirm the appointment of Shor Denny to the Traffic Safety Commission as the Moreno Valley Parent Teacher Council (MV-PTA) representative for a term expiring June 30, 2013; or

5. Confirm the appointment of Lorey Ann Hargo to the Traffic Safety Commission as the Val Verde Parent Teacher Council (VVUSD-PTO) representative for a term expiring June 30, 2015; or

6. If appointments are not made, declare the positions vacant and authorize the City Clerk to re-notice the positions as vacant.

Mayor Richard A. Stewart opened the agenda item for public comments, which were received from Deanna Reeder.

Motion to Approve the appointments of April Lyn Holliverse to the Arts Commission for a term expiring June 30, 2015; Corey A. Jackson to the Traffic Safety Commission for a term expiring June 30, 2014; and Liz Williams to the Senior Citizens' Board for a term expiring June 30, 2015 and Recommendations Nos. 4 and 5, by m/Mayor Pro Tem William H. Batey II, s/Council Member Marcelo Co

Approved by a vote of 5-0.

G.6 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

City Manager reported on the August 30th severe thunderstorm and flash flooding that occured in the City between the hours of 2:00 p.m. and 5:00 p.m., providing statistics and response times from City's various departments (Community & Economic Development, Fire, Police, and Public Works) as well as the California Highway Patrol.

Mayor Richard A. Stewart opened the agenda item for public comments; there being none, public comments were closed.

G.7 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council Action)

None

H. LEGISLATIVE ACTIONS - none

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

PUBLIC COMMENTS **ON ANY SUBJECT NOT ON THE AGENDA** UNDER THE JURISDICTION OF THE CITY COUNCIL

Jose Chavez

1. Tow trucks and lost/stolen medical equipment

2. Police Department

3. New Ideas

Tom Jerele Sr.

1. Thanked the Mayor & Council for allowing additional speakers on the 4th of July item

2. Chamber Idea - get MVTV involved at Chamber

3. Public Works - Petroleum Pipeline

4. City's Building Official - Very responsive and fair to work with

5. 9/11 Remembrance on all of our Public Service

Vince Lauro

1. November 6 Election - District 5 Candidate

Deanna Reeder

1. Upcoming November Elections - very important to vote

2. Ad Hoc Committee to select City Manager

3. Rancho Belago Signs

4. Campaign Signs

Oscar Valdepeña (representing Moreno Valley Chamber)

1. Thanked the Council for approval of Chamber contract

2. Chamber holds an informative morning event called Adelante

3. Meet the Military Mixer will be held Thursday, September 13 at March Air Field Museum - Free to attend

4. Business Expo will be held on October 11; free to the community

5. Edible Arrangements in Moreno Valley is #1 in their chain (non-member of the Chamber)

Pete Bleckert

1. Glad to hear from City Manager regarding the floods

2. Spoke on history of other floods in the area over the years

3. Sinclair Basin

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Council Member Jesse L. Molina

1. Thanked the Fire and Police Departments for their actions taken during the flood; it was pretty bad

2. Emphasized that we, as community, need to try being cordial and understanding; stated that his goal is to unite the people of Moreno Valley

3. Attended California League of Cities, where financial condition of cities was discussed; every city was hit hard during the last four years; considering everything, our city is not doing bad

4. Doesn't want Ad Hoc Committee to be dissolved as very talented people are serving on it; feels that July 4th parade was the best

Council Member Robin N. Hastings

1. With staff, attended Round 1 Grand Opening at the mall; it was a very good turnout - this venue is desperately needed for Moreno Valley, for families and our youth; Moreno Valley is the second location in the U.S; encouraged residents to visit it

2. Flooding - appreciates Public Works, Robert Lemon and the City Manager for their patience, dedication and quick responses to many emergency calls; several streets were under water, and power was lost from Nason all the way east; a meeting with the residents regarding flood control generated very creative ways to address this issue; will contact Pete Bleckert, the newly reappointed Flood Control Commissioner representing District 5, to provide some assistance

4. Moreno Valley Diamond Girls Softball event was held last Saturday - 300 people attended the opening ceremony; it was a great event

5. Appreciates all the hard work that everybody is doing on behalf of the City and the residents

Mayor Pro Tem William H. Batey II

1. Apologized to Mr. Chavez for issues not resolved to his satisfaction

2. Commended all the City Staff for the great job during the flooding; storm came unexpectedly and calls were coming quick; there were not enough people to handle the situation

3. Announced that last week we lost a long time business owner who used to own Moreno Valley Tire Pros, Mark Williams; he will be missed

4. Youth Fest - commended Parks & Community Services Director Mike McCarty and staff for putting this great event

5. Everyone remembers 9/11 and people lost on that day 11 years ago - a lot of fire departments hold ceremonies for 350 firefighters who were killed along with police officers involved in rescue - they will never be forgotten

Council Member Marcelo Co

1. Congratulated everyone who participated in the 4th of July celebration; great job

2. 9/11 has to be kept in our minds and our kids' minds - we must never let it happen again; we should promote visiting the sites

3. Congratulated the Public Works Director and Eric Lewis for the quick action they did to protect our children and having the study to install new crosswalks near the school on Dracaea and nearby Fire Station; several kids nearly got run over

4. Thanked everyone for giving him an opportunity to attend the League of California Cities; we are in the same boat as everyone else, lacking funds

and having a lot of demands from citizens; if we work together, we can find ways and means to be successful; was very impressed with this convention; Assistant City Manager made a good presentation

5. This is an Election Year - Citizens should know that the candidates' signs must be respected; requested not to tear them down or destroy them; please report anybody doing it; violators will be prosecuted

6. Congratulations to all of you for doing a great job in moving us forward in everyday things - our staff is here to do the best they can to help the community

Mayor Richard A. Stewart

1. Stated that at the last televised meeting, he mentioned that he gets invited to many events - invitations are spread out so there is coverage. As a City's representative, he was invited to greet a Hindu group to welcome them to the City. Stated that he welcomes all different religions and all the people and we will continue to represent all the people and go to different churches and places when we have the opportunity as part of the duties to represent the people

2. Commended staff, the Fire and Police Departments and residents for their efforts concerning the floods

3. Boy Scouts Distinguished Citizen Dinner will be held on November 9 at the March Museum

4. Mayor's Event will be held on October 26 with a theme of Italian Comedy Wedding – it will benefit Laura Froehlich's efforts and the Boy Scouts

5. It's very sad that Fire Chief Abdul Ahmad's wife, Rosalinda, passed away. She was an Air Force veteran; will adjourn the meeting in her memory

6. Round 1 is great

7. Advised City Manager and Assistant City Managers that he forwarded an email received on City's network from a constituent on a possible traffic hazard to them

8. On Saturday, attended Youth Fest, Million Father March with Bishop Sykes at Crossword Church at March and Military Appreciation Picnic at March

9. Stated that every time we have a complain about tow trucks, we aggressively and diligently examine them; if we can do anything, we will do

it

CLOSED SESSION - canceled

ADJOURNMENT

Motion to Adjourn the meeting in Memory of Rosalinda Ahmad by m/Mayor Pro Tem William H. Batey II

Approved by a vote of 5-0.

There being no further business to conduct, the meeting was adjourned at 9:33 p.m. by unanimous informal consent.

Submitted by:

_____

City Clerk Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Secretary, Moreno Valley Housing Authority
Secretary, Board of Library Trustees

Approved by:

_____

Mayor Richard A. Stewart
President, Moreno Valley Community Services District
Chairperson, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Moreno Valley Housing Authority
Chairperson, Board of Library Trustees

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MV00178681

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: September 25, 2012

TITLE: APPROVAL OF PAYMENT REGISTER FOR JULY, 2012

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. 2012-74, approving the Payment Register for the month of July, 2012 in the amount of $13,987,791.35.

DISCUSSION

The payment register is using a standard format from the City's new LOGOS General Ledger system. This standard format lists all payments in check number order, followed by a listing of all electronic fund transfers (EFT) in fund transfer order, thus eliminating the need for a separate fund transfer register. Staff is working on possible alternate sorting options as we become fully operational with the features of the new system.

FISCAL IMPACT

The disbursements itemized in the attached Payment Register are reflected in the FY 2012-13 budget. Therefore, there is no fiscal impact other than the expenditure of budgeted funds.

ATTACHMENTS/EXHIBITS

Resolution No. 2012-74
Payment Register for Month of July, 2012

Prepared By:
Cynthia A. Fortune
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2012-74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE PAYMENT REGISTER FOR THE MONTH OF JULY, 2012

WHEREAS, the Financial & Administrative Services Department has prepared and provided the Payment Register for the period July 1, 2012 through July 31, 2012, for review and approval by the City Council of the City of Moreno Valley; and

WHEREAS, it is in the best interest of the City that the referenced Payment Register be approved.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Payment Register for the period July 1, 2012 through July 31, 2012, in the total amount of $13,987,791.35 is approved.

APPROVED AND ADOPTED this 25th day of September, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Resolution No. 2012-74
Date Adopted: September 25, 2012

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of September, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

CITY CLERK

Resolution No. 2012-74
Date Adopted: September 25, 2012

City of Moreno Valley

Payment Register

From Payment Date: 7/1/2012 - To Payment Date: 7/31/2012

Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
Check						
213439	07/11/2012			Accounts Payable	ADMINSURE	$5,200.00
	Invoice	Date	Description			Amount
	5850	05/15/2012	WORKERS' COMP CLAIMS ADMINISTRATION			$2,600.00
	5895	06/18/2012	WORKERS' COMP CLAIMS-JUL-12			$2,600.00
213440	07/11/2012			Accounts Payable	ADVANCED ELECTRIC	$186.00
	Invoice	Date	Description			Amount
	10094	06/27/2012	ELECTRICAL INSTALLATION SVCS			$186.00
213441	07/11/2012			Accounts Payable	AMERICAN TOWERS	$5,352.84
	Invoice	Date	Description			Amount
	150357936AU	06/26/2012	TOWER SPACE LEASE			$2,676.42
	150357936SE	06/26/2012	TOWER SPACE LEASE			$2,676.42
213442	07/11/2012			Accounts Payable	ANHEUSER-BUSCH SALES CO.	$958.72
	Invoice	Date	Description			Amount
	479529	07/04/2012	JULY 4TH SUPPLIES			$958.72
213443	07/11/2012			Accounts Payable	ARS BILLIARDS	$706.87
	Invoice	Date	Description			Amount
	06042012	07/10/2012	REFELT BILLIARD TABLE-SENIOR CTR			$706.87
213444	07/11/2012			Accounts Payable	BIO-TOX LABORATORIES	$10,229.98
	Invoice	Date	Description			Amount
	25253	06/07/2012	TOXICOLOGY TESTS-POLICE			$2,457.78
	25254	06/07/2012	TOXICOLOGY TESTS-POLICE			$7,772.20

City of Moreno Valley

Payment Register

From Payment Date: 7/1/2012 - To Payment Date: 7/31/2012

Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213445	07/11/2012			Accounts Payable	CEMEX	$1,466.75
	Invoice	Date	Description			Amount
	9423975154	06/19/2012	PORTLAND CEMENT-MAIN/OP'S			$320.30
	9423941912	06/14/2012	PORTLAND CEMENT-MAIN/OP'S			$423.41
	9423923739	06/12/2012	PORTLAND CEMENT-MAIN/OP'S			$320.26
	9423888348	06/07/2012	PORTLAND CEMENT-MAIN/OP'S			$402.78
213446	07/11/2012			Accounts Payable	COSTCO	$298.10
	Invoice	Date	Description			Amount
	18910	06/24/2012	MISC SUPPLIES-"A CHILDS PLACE"			$298.10
213447	07/11/2012			Accounts Payable	COUNSELING TEAM, THE	$2,500.00
	Invoice	Date	Description			Amount
	18772	05/03/2012	EMPLOYEE COUNSELING SVCS			$1,250.00
	18899	06/01/2012	EMPLOYEE COUNSELING SVCS			$1,250.00
213448	07/11/2012			Accounts Payable	EASTERN MUNICIPAL WATER DISTRICT	$27,822.52
	Invoice	Date	Description			Amount
	JUN-12	06/30/2012	WATER CHARGES			$27,822.52
213449	07/11/2012			Accounts Payable	GUARDSMARK	$1,071.60
	Invoice	Date	Description			Amount
	5221120	05/19/2012	SECURITY SVCS-CITY HALL			$357.20
	5222124	05/26/2012	SECURITY SVCS-CITY HALL			$357.20
	5220125	05/12/2012	SECURITY SVCS-CITY HALL			$357.20
213450	07/11/2012			Accounts Payable	LARA, JOSEPH R.	$240.33
	Invoice	Date	Description			Amount
	7/18-7/20/12	07/02/2012	PER DIEM/MILEAGE-CRESTRON TRNG CLASS			$240.33

City of Moreno Valley

Payment Register

From Payment Date: 7/1/2012 - To Payment Date: 7/31/2012

Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213451	07/11/2012			Accounts Payable	MCAFEE, WAYNE PH.D.	$2,450.00
	Invoice	Date	Description			Amount
	06062012	06/06/2012	CONSULTATION SVCS			$2,450.00
213452	07/11/2012			Accounts Payable	RIGHTWAY SITE SERVICES, INC.	$89.55
	Invoice	Date	Description			Amount
	710031	06/22/2012	PORTABLE TOILET/SVC-CITY YARD			$89.55
213453	07/11/2012			Accounts Payable	SC SIGNS	$4,180.00
	Invoice	Date	Description			Amount
	July 2011-	06/26/2012	SIGN POSTINGS FOR PLANNING DEPT			$4,180.00
213454	07/11/2012			Accounts Payable	SCHIEFELBEIN, LORI C.	$1,086.25
	Invoice	Date	Description			Amount
	JUN-2012	06/28/2012	CONSULTANT SVCS-ROTATIONAL TOW PRGM			$1,086.25
213455	07/11/2012			Accounts Payable	STANDARD INSURANCE CO	$1,935.98
	Invoice	Date	Description			Amount
	120701	07/01/2012	SUPPLEMENTAL INSURANCE			$1,935.98
213456	07/11/2012			Accounts Payable	STATE OF CALIFORNIA DEPT. OF JUSTICE	$630.00
	Invoice	Date	Description			Amount
	915616	06/15/2012	BLOOD ALCOHOL ANALYSIS SVCS-PD			$630.00
213457	07/11/2012			Accounts Payable	TRACSYSTEMS, INC.	$1,895.00
	Invoice	Date	Description			Amount
	842	06/21/2012	INSTALL PHAROS WIRELESS ON TRACSPOT			$1,895.00

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213458	07/11/2012			Accounts Payable	TROPICAL PLAZA NURSERY, INC.	$11,900.00
	Invoice	Date	Description			Amount
	M50255	06/20/2012	ANNUAL WEED ABATEMENT-ZONE E-2			$11,900.00
213459	07/11/2012			Accounts Payable	TW TELECOM	$3,075.34
	Invoice	Date	Description			Amount
	04902946	06/10/2012	TELECOM SVCS-LOCAL/LONG DIST.			$3,075.34
213460	07/11/2012			Accounts Payable	XEROX CAPITAL SERVICES, LLC	$130.68
	Invoice	Date	Description			Amount
	119720839	06/16/2012	STAPLES FOR COPIER			$130.68
213461	07/11/2012			Accounts Payable	STEIGELMAN, DEBRA	$75.00
	Invoice	Date	Description			Amount
	R11-042614	06/21/2012	REFUND SPAY/NEUTER DEPOSIT			$75.00
213462	07/12/2012			Accounts Payable	KEEP AMERICA BEAUTIFUL, INC.	$2,000.00
	Invoice	Date	Description			Amount
	062712	06/11/2012	CERTIFICATION & ANNUAL FEES			$2,000.00
213463	07/12/2012			Accounts Payable	NIGHT OPTICS USA, INC.	$10,079.17
	Invoice	Date	Description			Amount
	501163	07/12/2012	THERMAL MONOCULARS INSIGHT TECH			$10,079.17
213464	07/12/2012			Accounts Payable	PAUL DAVIS RESTORATION	$125.00
	Invoice	Date	Description			Amount
	MV1258	06/11/2012	CLAIM SETTLEMENT			$125.00
213465	07/12/2012			Accounts Payable	SOUTHERN CALIFORNIA EDISON	$7,788.58
	Invoice	Date	Description			Amount
	JUN-12	07/12/2012	ELECTRICITY			$7,788.58

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Number	Check Date	Invoice Date	Description	Source	Payee Name		Transaction Amount
213466	07/12/2012			Accounts Payable	WALKER, JASON		$125.00
	Invoice	Date	Description			Amount	
	MV1257	06/11/2012	CLAIM SETTLEMENT			$125.00	
213467	07/16/2012			Accounts Payable	ALLIANZ LIFE INSURANCE CO		$75.00
	Invoice	Date	Description			Amount	
	120712	07/16/2012	NON-EXEMPT ANNUITY			$75.00	
213468	07/16/2012			Accounts Payable	AVI-CON INC.		$2,541.84
	Invoice	Date	Description			Amount	
	06.08.12RET	07/16/2012	REISSUE ACH#8855836 DTD 6/28/12			$2,541.84	
213469	07/16/2012			Accounts Payable	BRAUN BLAISING MCLAUGHLIN		$10,543.63
	Invoice	Date	Description			Amount	
	14339	07/04/2012	LEGAL SVCS-STREETLIGHT SETTLEMENT-CASL			$10,543.63	
213470	07/16/2012			Accounts Payable	BRODART CO.		$344.99
	Invoice	Date	Description			Amount	
	B2508883	06/19/2012	MISC BOOKS-LIBRARY			$74.41	
	B2508881	06/19/2012	MISC BOOKS-LIBRARY			$39.80	
	B2508880	06/19/2012	MISC BOOKS-LIBRARY			$210.82	
	B2508879	06/19/2012	MISC BOOKS-LIBRARY			$19.96	

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213471	07/16/2012			Accounts Payable	BWI - BOOK WHOLESALERS, INC.	$2,792.79

Invoice	Date	Description	Amount
125361E	06/07/2012	MISC BOOKS/MATERIALS-LIBRARY	$25.96
122467E	06/04/2012	MISC BOOKS/MATERIALS-LIBRARY	$15.15
126157E	06/01/2012	MISC BOOKS/MATERIALS-LIBRARY	$20.94
119076E	05/29/2012	MISC BOOKS/MATERIALS-LIBRARY	$360.75
119077E	05/29/2012	MISC BOOKS/MATERIALS-LIBRARY	$414.27
121158E	05/31/2012	MISC BOOKS/MATERIALS-LIBRARY	$15.15
119074E	05/18/2012	MISC BOOKS/MATERIALS-LIBRARY	$448.71
120744E	05/22/2012	MISC BOOKS/MATERIALS-LIBRARY	$24.53
104172E	05/09/2012	MISC BOOKS/MATERIALS-LIBRARY	$15.15
108633E	05/14/2012	MISC BOOKS/MATERIALS-LIBRARY	$15.15
119079E	05/25/2012	MISC BOOKS/MATERIALS-LIBRARY	$306.78
119078E	05/25/2012	MISC BOOKS/MATERIALS-LIBRARY	$80.49
119075E	05/25/2012	MISC BOOKS/MATERIALS-LIBRARY	$44.16
111003E	05/15/2012	MISC BOOKS/MATERIALS-LIBRARY	$184.78
121689E	05/31/2012	MISC BOOKS/MATERIALS-LIBRARY	$264.49
105559E	05/10/2012	MISC BOOKS/MATERIALS-LIBRARY	$158.48
108385E	07/14/2012	MISC BOOKS/MATERIALS-LIBRARY	$14.50
107962E	05/14/2012	MISC BOOKS/MATERIALS-LIBRARY	$43.37
125022E	05/31/2012	MISC BOOKS/MATERIALS-LIBRARY	$20.74
118776E	05/25/2012	MISC BOOKS/MATERIALS-LIBRARY	$81.11
117669E	05/16/2012	MISC BOOKS/MATERIALS-LIBRARY	$55.50
100211E	04/19/2012	MISC BOOKS/MATERIALS-LIBRARY	$28.64
127961E	06/13/2012	MISC BOOKS/MATERIALS-LIBRARY	$153.99

213472	07/16/2012			Accounts Payable	CALIFORNIA BUILDING STANDARDS	$1,489.50

Invoice	Date	Description	Amount
2ND QTR	07/12/2012	SB1473 FEES COLLECTED 4/1-6/30/12	$1,489.50

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213473	07/16/2012			Accounts Payable	COMMUNITY HEALTH CHARITIES	$142.00
	Invoice	Date	Description			Amount
	120712	07/12/2012	CHC CONTRIBUTIONS			$142.00
213477	07/16/2012			Accounts Payable	DDL TRAFFIC	$26,634.44
	Invoice	Date	Description			Amount
	2221	06/18/2012	IDC 1520 SPEED CONTROL SIGN-4 UNITS			$26,634.44
213478	07/16/2012			Accounts Payable	DEPARTMENT OF CONSERVATION	$9,649.93
	Invoice	Date	Description			Amount
	2ND QTR	07/12/2012	SMI FEES FOR THE QTR PERIOD 4/1-6/30/12			$9,649.93
213479	07/16/2012			Accounts Payable	DISTINCTIVELY YOURS	$4,981.40
	Invoice	Date	Description			Amount
	4872	06/20/2012	JR FIREFIGHTER BADGES & STICKERS			$4,981.40
213480	07/16/2012			Accounts Payable	ECONOMIC DEVELOPMENT AGENCY	$33,275.00
	Invoice	Date	Description			Amount
	2012-3	06/07/2012	LIBRARY AUTOMATION SVCS-JAN-JUNE 2012			$33,275.00
213481	07/16/2012			Accounts Payable	FRANCHISE TAX BOARD	$175.00
	Invoice	Date	Description			Amount
	120712	07/12/2012	GARNISHMENT			$175.00
213482	07/16/2012			Accounts Payable	GENERAL SECURITY SERVICES, INC.	$322.14
	Invoice	Date	Description			Amount
	170795	05/23/2012	SECURITY SVCS-TOWNGATE RENTALS			$61.36
	170796	05/23/2012	SECURITY SVCS-TOWNGATE RENTALS			$92.04
	170798	06/19/2012	SECURITY SVCS-TOWNGATE RENTALS			$92.04
	170859	06/22/2012	SECURITY SVCS-TOWNGATE RENTALS			$76.70

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213483	07/16/2012			Accounts Payable	GONG ENTERPRISES, INC.	$810.00
	Invoice	Date	Description			Amount
	6869	06/13/2012	CONSULTANT PLAN CHECK SVCS-PM34577/PA06-			$810.00
213484	07/16/2012			Accounts Payable	ING USA ANNUITY & LIFE INSURANCE CO.	$400.00
	Invoice	Date	Description			Amount
	120701	07/01/2012	NON-EXEMPT ANNUITY			$400.00
213485	07/16/2012			Accounts Payable	LARA, CHRISTINA	$669.23
	Invoice	Date	Description			Amount
	120712	07/12/2012	SPOUSAL SUPPORT & ARREARS			$669.23
213486	07/16/2012			Accounts Payable	LEAGUE OF CALIFORNIA CITIES-RIV CNTY DIV	$70.00
	Invoice	Date	Description			Amount
	07092012	07/09/2012	MEMBERSHIP MEETING			$70.00
213487	07/16/2012			Accounts Payable	MORENO VALLEY CHAMBER OF COMMERCE	$150.00
	Invoice	Date	Description			Amount
	3293	06/27/2012	WAKE-UP MEETING-6/27/12			$150.00
213488	07/16/2012			Accounts Payable	PERS LONG TERM CARE PROGRAM	$458.63
	Invoice	Date	Description			Amount
	120712	07/12/2012	LONG TERM CARE INSURANCE			$458.63
213489	07/16/2012			Accounts Payable	RIVERSIDE COUNTY SHERIFF COURT SERVICES	$822.29
	Invoice	Date	Description			Amount
	120712	07/12/2012	GARNISHMENT			$822.29

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213490	07/16/2012			Accounts Payable	ROSENOW SPEVACEK GROUP (RSG, INC.)	$1,321.48
	Invoice	Date	Description			Amount
	0028168	05/31/2012	NSP ELIGIBILITY REVIEW SVCS			$346.48
	0028169	05/31/2012	ELIGIBILITY REVIEW SVCS			$325.00
	0028170	05/31/2012	ELIGIBILITY REVIEW SVCS			$325.00
	0028174	05/24/2012	ELIGIBILITY REVIEW SVCS			$325.00
213491	07/16/2012			Accounts Payable	SABRE LIGHTING AND SIGNS	$662.12
	Invoice	Date	Description			Amount
	4936	06/20/2012	REFURBISH WELCOME SIGNS			$662.12
213492	07/16/2012			Accounts Payable	SOUTHERN CALIFORNIA GAS CO.	$3,504.50
	Invoice	Date	Description			Amount
	JUN-12	07/06/2012	GAS CHARGES			$3,504.50
213493	07/16/2012			Accounts Payable	STANDARD INSURANCE CO	$27,649.90
	Invoice	Date	Description			Amount
	120701a	07/16/2012	LIFE & DISABILITY INSURANCE			$27,649.90
213494	07/16/2012			Accounts Payable	SUNNYMEAD ACE HARDWARE	$67.73
	Invoice	Date	Description			Amount
	46901	05/17/2012	MISC. SUPPLIES FOR PD			$20.46
	47333	06/19/2012	MISC. SUPPLIES FOR PD			$17.75
	47426	06/26/2012	MISC. SUPPLIES FOR PD			$16.65
	47466	06/28/2012	MISC. SUPPLIES FOR PD			$12.87
213496	07/16/2012			Accounts Payable	THERMAL COMBUSTION INNOVATORS	$213.12
	Invoice	Date	Description			Amount
	90724	03/13/2012	MEDICAL/BIOHAZ. WASTE DISPOSAL			$71.05
	90712	04/10/2012	MEDICAL/BIOHAZ. WASTE DISPOSAL			$71.00
	90660	05/08/2012	MEDICAL/BIOHAZ. WASTE DISPOSAL			$71.07

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213497	07/16/2012			Accounts Payable	THERMAL-COOL INC.	$215.00
	Invoice	Date	Description			Amount
	30498	06/01/2012	EMERG REPAIR TO HVAC UNIT			$215.00
213498	07/16/2012			Accounts Payable	TROPICAL PLAZA NURSERY, INC.	$2,850.00
	Invoice	Date	Description			Amount
	M50258	06/22/2012	LANDSCAPE SVCS-BUFFER ZONE BEHIND			$2,850.00
213499	07/16/2012			Accounts Payable	UNITED WAY OF INLAND VALLEYS	$335.00
	Invoice	Date	Description			Amount
	120712	07/12/2012	U W CONTRIBUTIONS			$335.00
213500	07/16/2012			Accounts Payable	VERIZON CALIFORNIA	$618.34
	Invoice	Date	Description			Amount
	951 UH2-	06/04/2012	PHONE CHARGES-ERC			$618.34
213501	07/16/2012			Accounts Payable	VULCAN MATERIALS CO, INC.	$256.79
	Invoice	Date	Description			Amount
	767926	06/18/2012	ASPHALTIC MATERIALS			$146.17
	769954	06/20/2012	ASPHALTIC MATERIALS			$110.62
213502	07/16/2012			Accounts Payable	WILLDAN FINANCIAL SERVICES	$5,820.00
	Invoice	Date	Description			Amount
	010-18121	06/29/2012	MORENO VALLEY CSD REVIEW SVCS			$5,820.00
213503	07/16/2012			Accounts Payable	XEROX CAPITAL SERVICES, LLC	$1,800.26
	Invoice	Date	Description			Amount
	062509313	07/01/2012	COPIER LEASE/BILLABLE PRINTS FOR PARKS			$1,800.26

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Number	Check Date	Invoice Date	Description	Source	Payee Name		Transaction Amount
213504	07/16/2012			Accounts Payable	AVILA, JOSEPH		$75.00
	Invoice	Date	Description			Amount	
	R12-050468	06/21/2012	REFUND-SPAY/NEUTER DEPOSIT			$75.00	
213505	07/16/2012			Accounts Payable	DELGADO, ANDREA		$20.00
	Invoice	Date	Description			Amount	
	R12-051061	06/12/2012	REFUND-RABIES DEPOSIT			$20.00	
213506	07/16/2012			Accounts Payable	OLDENBURGER, TOM		$75.00
	Invoice	Date	Description			Amount	
	R12-050362	06/27/2012	REFUND-SPAY/NEUTER DEPOSIT			$75.00	
213507	07/16/2012			Accounts Payable	PETERSMEYER, ANGIE		$95.00
	Invoice	Date	Description			Amount	
	R12-048745	06/20/2012	REFUND-RABIES & SPAY/NEUTER DEPOSIT			$95.00	
213508	07/16/2012			Accounts Payable	SULLIVAN, BRANDY		$75.00
	Invoice	Date	Description			Amount	
	R12-050617	06/23/2012	REFUND-SPAY/NEUTER DEPOSIT			$75.00	
213509	07/16/2012			Accounts Payable	TRAN, KIM		$20.00
	Invoice	Date	Description			Amount	
	R12-049722	06/21/2012	REFUND-RABIES DEPOSIT			$20.00	
213510	07/16/2012			Accounts Payable	VERA, JESUS, MENDOZA		$150.00
	Invoice	Date	Description			Amount	
	R12-048303	06/23/2012	REFUND-SPAY/NEUTER DEPOSIT			$150.00	
213511	07/16/2012			Accounts Payable	WARNICK, LAURA		$20.00
	Invoice	Date	Description			Amount	
	R12-051347	06/25/2012	REFUND-RABIES DEPOSIT			$20.00	

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213512	07/16/2012			Accounts Payable	ZHANG, FEI	$75.00
	Invoice	Date	Description			Amount
	R12-050715	06/23/2012	REFUND SPAY/NEUTER DEPOSIT			$75.00
213513	07/17/2012			Accounts Payable	COUNTY OF RIVERSIDE - RMAP	$15.00
	Invoice	Date	Description			Amount
	10732	06/21/2012	PARCEL MAP COPY SVCS			$15.00
213514	07/17/2012			Accounts Payable	COUNTY OF RIVERSIDE - RMAP	$1,300.65
	Invoice	Date	Description			Amount
	9990085000-	07/01/2012	RADIO SVCS FOR PD MOTORCYCLES			$1,300.65
213515	07/17/2012			Accounts Payable	COUNTY OF RIVERSIDE - RMAP	$45,736.82
	Invoice	Date	Description			Amount
	SH000001949	06/22/2012	SPEC BILLING-LAW ENF OVRTIME-JAG 2009			$3,364.80
	SH000001950	06/22/2012	SPEC BILLING-LAW ENF OVRTIME-JAG 2010			$9,794.13
	SH000001950	06/22/2012	CONTRACT LAW ENF SVCS-DUI CHKPT 5/4/12			$11,989.71
	SH000001950	06/25/2012	CONTRACT LAW ENF SVCS-SOBRIETY CHKPT			$8,282.37
	SH000001950	06/25/2012	CONTRACT LAW ENF SVCS-DUI SAT PATROL			$1,701.17
	SH000001950	06/25/2012	CONTRACT LAW ENF SVCS-DUI CHKPT 5/25/12			$9,349.08
	SH000001950	06/25/2012	CONTRACT LAW ENF SVCS-DUI CHKPT 5/26/12			$801.24
	SH000001951	06/26/2012	CONTRACT LAW ENF SVCS-AVOID THE 30			$454.32
213516	07/17/2012			Accounts Payable	JARRETT, STEPHEN M.	$420.90
	Invoice	Date	Description			Amount
	7/22-7/26/12	07/16/2012	PER DIEM/MILEAGE-ESRI INTL UC CONFERENCE			$420.90
213517	07/17/2012			Accounts Payable	MENDENHALL, DALE W.	$93.35
	Invoice	Date	Description			Amount
	7/26/12	07/17/2012	MILEAGE-ESRI INTL UC CONFERENCE			$93.35

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Number	Check Date	Invoice Date	Description	Source	Payee Name		Transaction Amount
213518	07/17/2012			Accounts Payable	NOLLAR, JANICE		$279.51
	Invoice	Date	Description			Amount	
	7/23-7/25/12	07/16/2012	PER DIEM/MILEAGE-ESRI INTL UC CONFERENCE			$279.51	
213519	07/17/2012			Accounts Payable	SOUTHERN CALIFORNIA EDISON		$96,381.08
	Invoice	Date	Description			Amount	
	JUN-12	07/07/2012	ELECTRICITY			$96,381.08	
213520	07/17/2012			Accounts Payable	SOUTHERN CALIFORNIA EDISON		$15,307.95
	Invoice	Date	Description			Amount	
	721-3449 JUN-	07/03/2012	WDAT CHARGES-FERC-115KV PROJ-13571			$14,146.73	
	587-9520 JUN-	07/03/2012	WDAT CHARGES-FERC CHRGS-ADDED			$701.48	
	707-6081 JUN-	07/05/2012	ELECTRIC CHARGES			$459.74	
213521	07/17/2012			Accounts Payable	VULCAN MATERIALS CO, INC.		$1,071.38
	Invoice	Date	Description			Amount	
	765770	06/15/2012	ASPHALTIC MATERIALS			$1,071.38	
213522	07/17/2012			Accounts Payable	WALTER'S WHOLESALE ELECTRIC		$2,171.61
	Invoice	Date	Description			Amount	
	1448267-01	06/08/2012	PG STYLE BOLT DOWN PULL BOXES			$2,171.61	

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213523	07/23/2012			Accounts Payable	ARROWHEAD WATER	$563.84
	Invoice	Date	Description			Amount
	02F00289909	06/12/2012	WATER PURIF UNIT RENTAL-CITY HALL			$134.63
	02F00296480	06/12/2012	WATER PURIF UNIT RENTAL-FS#65			$24.77
	02F00296479	06/12/2012	WATER PURIF UNIT RENTAL-FS#6			$24.77
	02F00296479	06/12/2012	WATER PURIF UNIT RENTAL-FS#48			$24.77
	02F00296479	06/12/2012	WATER PURIF UNIT RENTAL-FS#58			$15.62
	02F00296480	06/12/2012	WATER PURIF UNIT RENTAL-FS#91			$24.77
	02F00291151	06/12/2012	WATER PURIF UNIT RENTAL-LIBRARY			$24.77
	02F00291151	06/12/2012	WATER PURIF UNIT RENTAL-CITY YARD			$53.85
	02F00296479	06/12/2012	WATER PURIF UNIT RENTAL-FS#2			$24.77
	02F00308782	06/08/2012	WATER PURIF UNIT RENTAL-EOC			$24.77
	02F00291153	07/26/2012	WATER PURIF UNIT RENTAL-CRC			$26.93
	02F00291152	06/26/2012	WATER PURIF UNIT RENTAL-SENIOR CTR			$24.77
	02F00291151	06/26/2012	WATER PURIF UNIT RENTAL-ANIMAL SHLTR			$53.86
	02F00291153	06/26/2012	WATER PURIF UNIT RENTAL-FACILITY ANNEX			$26.93
	02F00291152	06/26/2012	WATER PURIF UNIT RENTAL-TS ANNEX			$26.93
	02F00291152	06/26/2012	WATER PURIF UNIT RENTAL-ESA ANNEX			$26.93
213524	07/23/2012			Accounts Payable	AT&T/MCI	$183.33
	Invoice	Date	Description			Amount
	3456369	06/13/2012	TELEPHONE SVCS-JUN-12/PD			$183.33
213526	07/23/2012			Accounts Payable	CALIFORNIA TRANSCRIPTION, LLC	$923.72
	Invoice	Date	Description			Amount
	1467	06/09/2012	TRANSCRIPTION SERVICES			$923.72
213527	07/23/2012			Accounts Payable	COUNTY OF RIVERSIDE - RMAP	$49.37
	Invoice	Date	Description			Amount
	10759	06/27/2012	RECORDATION SVCS			$49.37

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213528	07/23/2012			Accounts Payable	EASTERN MUNICIPAL WATER DISTRICT	$109,860.43
	Invoice	Date	Description			Amount
	JUN-12	06/30/2012	WATER CHARGES			$109,860.43
213529	07/23/2012			Accounts Payable	ELITE JANITORIAL, INC.	$428.00
	Invoice	Date	Description			Amount
	8853	06/19/2012	PRESSURE WASH SVCS-CRC			$428.00
213530	07/23/2012			Accounts Payable	EXCEL LANDSCAPE, INC	$5,396.99
	Invoice	Date	Description			Amount
	73469	06/20/2012	LANDSCAPE MAINT-WQCB			$5,396.99
213531	07/23/2012			Accounts Payable	GENERAL SECURITY SERVICES, INC.	$843.70
	Invoice	Date	Description			Amount
	170752	06/15/2012	SECURITY SVCS-CRC			$306.80
	170816	06/20/2012	SECURITY SVCS-CRC			$306.80
	170857	06/08/2012	SECURITY SVCS-CRC			$230.10
213532	07/23/2012			Accounts Payable	GUARDSMARK	$982.30
	Invoice	Date	Description			Amount
	5225122	06/16/2012	SECURITY SVCS-CITY HALL			$357.20
	5223121	06/02/2012	SECURITY SVCS-CITY HALL			$267.90
	5224122	07/09/2012	SECURITY SVCS-CITY HALL			$357.20
213533	07/23/2012			Accounts Payable	IL SORRENTO MOBILE PARK	$128.10
	Invoice	Date	Description			Amount
	MAY 2012	07/11/2012	REFUND-UUT FOR EXEMPT RESIDENTS			$128.10
213534	07/23/2012			Accounts Payable	KNORR SYSTEMS, INC	$851.92
	Invoice	Date	Description			Amount
	SI137250	06/27/2012	SPLASH PAD SUPPLIES-CFD #1			$851.92

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213535	07/23/2012			Accounts Payable	LANGSTON MOTORSPORTS	$1,268.23
	Invoice	Date	Description			Amount
	37259	07/13/2012	MOTORCYCLE MAINT/REPAIR & PARTS-POLICE			$903.11
	37319	06/20/2012	MOTORCYCLE MAINT/REPAIR & PARTS-POLICE			$365.12
213536	07/23/2012			Accounts Payable	LAW ENFORCEMENT ASSOCIATES	$4,951.31
	Invoice	Date	Description			Amount
	1103495-IN	06/13/2012	WIRE SYSTEM-PD			$4,951.31
213537	07/23/2012			Accounts Payable	LIEBERT, CASSIDY, WHITMORE	$420.00
	Invoice	Date	Description			Amount
	149958	04/30/2012	LEGAL SVCS-HR			$120.00
	152258	05/31/2012	LEGAL SVCS-HR			$300.00
213538	07/23/2012			Accounts Payable	MARCH JOINT POWERS AUTHORITY	$3.50
	Invoice	Date	Description			Amount
	0024240	06/12/2012	GAS METER CHARGES-MAY-12			$0.64
	0024235	06/12/2012	GAS METER CHARGES-MAY-12			$2.86
213539	07/23/2012			Accounts Payable	MERCHANTS LANDSCAPE SERVICES INC	$10,735.94
	Invoice	Date	Description			Amount
	36398	02/01/2012	LANDSCAPE MAINT-ZONE E			$5,367.97
	37385	07/20/2012	LANDSCAPE MAINT-ZONE E			$5,367.97
213540	07/23/2012			Accounts Payable	MORENO VALLEY UTILITY	$79,567.30
	Invoice	Date	Description			Amount
	JUL-12	07/09/2012	ELECTRICITY			$79,567.30

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213541	07/23/2012			Accounts Payable	MOSS BROS CHRYSLER, JEEP, DODGE MV	$420.38
	Invoice	Date	Description			Amount
	DOCS482895	06/29/2012	VEHICLE REPAIRS & PARTS-POLICE			$420.38
213542	07/23/2012			Accounts Payable	MOUNTED INTERNATIONAL	$4,864.91
	Invoice	Date	Description			Amount
	1613	06/02/2012	UNIFORMS & MISC SUPPLIES			$4,864.91
213543	07/23/2012			Accounts Payable	NORMAN A. TRAUB ASSOCIATES	$7,346.86
	Invoice	Date	Description			Amount
	12037	05/16/2012	INVESTIGATION SVCS-HR			$3,255.86
	12037.1	06/13/2012	INVESTIGATION SVCS-HR			$4,091.00
213544	07/23/2012			Accounts Payable	PSOMAS	$5,687.50
	Invoice	Date	Description			Amount
	81772	06/20/2012	IRONWOOD AVE IMPRVMNTS/HEACOCK TO			$5,687.50
213545	07/23/2012			Accounts Payable	PYRO SPECTACULARS, INC.	$15,000.00
	Invoice	Date	Description			Amount
	49427	06/30/2012	FIREWORKS DISPLAY-JUL 4TH-FULL PYMT			$15,000.00
213546	07/23/2012			Accounts Payable	RASMUSSEN BROTHERS CONSTRUCTION	$83,704.50
	Invoice	Date	Description			Amount
	MVPD 2	07/07/2012	PUB SAFETY BLDG RENOVATION PROJ-PHASE II			$83,704.50
213547	07/23/2012			Accounts Payable	SPARKLETTS	$11.07
	Invoice	Date	Description			Amount
	7364596	07/02/2012	BOTTLED WATER/SVC-CREEKSIDE			$11.07

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213548	07/23/2012			Accounts Payable	STATE OF CALIFORNIA DEPT. OF JUSTICE	$210.00
	Invoice	Date	Description			Amount
	915748	06/28/2012	BLOOD ALCOHOL ANALYSIS SVCS FOR PD			$140.00
	915772	06/29/2012	BLOOD ALCOHOL ANALYSIS SVCS FOR PD			$70.00
213549	07/23/2012			Accounts Payable	STENO SOLUTIONS TRANSCRIPTION SVCS., IN	$3,606.40
	Invoice	Date	Description			Amount
	42383	07/01/2012	DICTATION & TRANSCRIPTION SVCS FOR PD			$3,606.40
213550	07/23/2012			Accounts Payable	WAHLQUIST, DAVE	$240.00
	Invoice	Date	Description			Amount
	070112	07/01/2012	CONSULTANT SVCS FOR LAND DEV DIVISION			$240.00
213551	07/23/2012			Accounts Payable	WASTE MANAGEMENT, INC.	$452.55
	Invoice	Date	Description			Amount
	3461361-2371-	07/01/2012	ROLL-OFF STORAGE BIN RENTALS			$452.55
213552	07/23/2012			Accounts Payable	WEST PAYMENT CENTER	$476.28
	Invoice	Date	Description			Amount
	825309941	07/04/2012	LEGAL PUBLICATIONS SUBSCRIPTIONS			$476.28
213553	07/23/2012			Accounts Payable	WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.	$1,512.59
	Invoice	Date	Description			Amount
	JUN-12 TUMF	07/18/2012	TUMF FEES COLLECTED 6/1-6/30/12			$1,512.59
213554	07/23/2012			Accounts Payable	XEROX CAPITAL SERVICES, LLC	$550.76
	Invoice	Date	Description			Amount
	062509314	07/01/2012	COPIER LEASE OF XEROX EX560-PARKS			$490.76
	062509312	07/01/2012	COPIER RNTL/MAINT-PD			$60.00

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213556	07/24/2012			Accounts Payable	DELTA DENTAL OF CALIF	$10,203.24
	Invoice	Date	Description			Amount
	120701	07/01/2012	EMPLOYEE DENTAL INSURANCE			$10,203.24
213557	07/24/2012			Accounts Payable	DELTACARE USA	$5,787.52
	Invoice	Date	Description			Amount
	120701	07/01/2012	EMPLOYEE DENTAL INSURANCE			$5,787.52
213558	07/24/2012			Accounts Payable	GUEST SERVICES	$240.48
	Invoice	Date	Description			Amount
	RANDALL	07/09/2012	MEAL TICKET - COURSE: R306/AUG. 6-17, 2012			$240.48
213559	07/24/2012			Accounts Payable	RAYMOND, DENISE M.	$57,514.70
	Invoice	Date	Description			Amount
	07242012	07/24/2012	SETTLEMENT AGREEMENT			$57,514.70
213560	07/24/2012			Accounts Payable	SO CAL FIRE PREVENTION OFFICERS ASSOC.	$55.00
	Invoice	Date	Description			Amount
	FY 12/13-R.	06/25/2012	ANNUAL MEMBERSHIP RENEWAL			$55.00
213561	07/24/2012			Accounts Payable	SOUTHERN CALIFORNIA EDISON	$80,396.61
	Invoice	Date	Description			Amount
	JUN-12	07/16/2012	ELECTRICITY			$80,396.61
213562	07/24/2012			Accounts Payable	SPARKLETTS	$62.14
	Invoice	Date	Description			Amount
	7364551	05/23/2012	BOTTLED WATER/SVC-SUNNYMEAD			$15.52
	7364551	06/23/2012	BOTTLED WATER/SVC-SUNNYMEAD			$9.82
	7364596	06/02/2012	BOTTLED WATER/SVC-CREEKSIDE			$16.77
	7363683	06/02/2012	BOTTLED WATER/SVC-ARMADA ELEMENTARY			$20.03

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213563	07/24/2012			Accounts Payable	STATE BOARD OF EQUALIZATION	$8,150.78
	Invoice	Date	Description			Amount
	2ND QTR	07/17/2012	ACCT# 31-000177 - ELECTR. ENERGY			$8,150.78
213564	07/24/2012			Accounts Payable	STATE OF CALIFORNIA DEPT. OF JUSTICE	$1,088.00
	Invoice	Date	Description			Amount
	906810	05/04/2012	FINGERPRINTING SVCS			$448.00
	911764	06/06/2012	FINGERPRINTING SVCS			$640.00
213565	07/24/2012			Accounts Payable	SULLY- MILLER CONTRACTING CO., INC.	$1,016,788.04
	Invoice	Date	Description			Amount
	1	06/21/2012	NASON ST/CACTUS AVE STREET IMPRVMNTS			$1,016,788.04
213566	07/24/2012			Accounts Payable	THINK TOGETHER, INC	$5,786.75
	Invoice	Date	Description			Amount
	7373	06/27/2012	REIMB. TRANSPORTATION FOR ASES			$5,786.75
213567	07/24/2012			Accounts Payable	WILLIS, ROBERT H	$80.00
	Invoice	Date	Description			Amount
	062412	06/24/2012	SPORTS OFFICIATING SVCS			$80.00
213568	07/24/2012			Accounts Payable	BOUYER, CAROL	$119.30
	Invoice	Date	Description			Amount
	953568	07/09/2012	REFUND-SUMMER BASKETBALL LEAGUE			$119.30
213569	07/24/2012			Accounts Payable	MARZETT, DEBRA, LYNN	$57.50
	Invoice	Date	Description			Amount
	MV312040602	07/10/2012	REFUND-CITATION DISMISSED AT HEARING			$57.50

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213570	07/30/2012			Accounts Payable	ALCORN FENCE COMPANY		$7,075.00
	Invoice	Date	Description			Amount	
	00469	06/26/2012	INSTALL GUARDRAIL-S/S CACTUS, E/O			$7,075.00	
213571	07/30/2012			Accounts Payable	AMTECH ELEVATOR SERVICES		$753.50
	Invoice	Date	Description			Amount	
	DVB31097001	06/29/2012	REPLACE WHEELCHAIR DOOR LOCK COIL			$483.00	
	DVB27504001	06/28/2012	WHEELCHAIR LIFT MAINT/REPAIR-SENIOR CNTR			$270.50	
213572	07/30/2012			Accounts Payable	ANTHONY ACOSTA		$300.00
	Invoice	Date	Description			Amount	
	07092012	07/09/2012	TEEN STAGE-SOUND TECH-JULY 4TH			$300.00	
213573	07/30/2012			Accounts Payable	ARROWHEAD WATER		$352.72
	Invoice	Date	Description			Amount	
	02G00296479	07/11/2012	WATER PURIF UNIT RENTAL-FS#2			$24.77	
	02G00296479	07/11/2012	WATER PURIF UNIT RENTAL-FS#6			$24.77	
	02G00296479	07/11/2012	WATER PURIF UNIT RENTAL-FS#48			$24.77	
	02G00296479	07/11/2012	WATER PURIF UNIT RENTAL-FS#58			$15.62	
	02G00296480	07/11/2012	WATER PURIF UNIT RENTAL-FS#65			$24.77	
	02G00296480	07/11/2012	WATER PURIF UNIT RENTAL-FS#91			$24.77	
	02G00289909	07/11/2012	WATER PURIF UNIT RENTAL-CITY HALL			$134.63	
	02G00291151	07/11/2012	WATER PURIF UNIT RENTAL-LIBRARY			$24.77	
	02G00291151	07/11/2012	WATER PURIF UNIT RENTAL-CITY YARD			$53.85	
213574	07/30/2012			Accounts Payable	AT&T MOBILITY		$92.16
	Invoice	Date	Description			Amount	
	872455379X0	07/06/2012	CELLULAR PHONE SVCS-PD COMND CTR			$92.16	

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213575	07/30/2012			Accounts Payable	BIO-TOX LABORATORIES	$5,609.93
	Invoice	Date	Description			Amount
	25409	07/09/2012	TOXICOLOGY TESTING-POLICE			$5,592.40
	25398	07/09/2012	TOXICOLOGY TESTING-POLICE			$17.53
213576	07/30/2012			Accounts Payable	BRAUN BLAISING MCLAUGHLIN	$6,184.50
	Invoice	Date	Description			Amount
	14342	07/16/2012	LEGAL SVCS			$6,184.50
213577	07/30/2012			Accounts Payable	CARE ANIMAL HOSPITAL	$431.20
	Invoice	Date	Description			Amount
	162474	06/25/2012	WELLNESS EXAM FOR K-9 DUKE			$431.20
213578	07/30/2012			Accounts Payable	COLLINS, COLLINS, MUIR & STEWART, LLP	$1,171.20
	Invoice	Date	Description			Amount
	273580	07/05/2012	LEGAL SERVICES			$1,171.20
213579	07/30/2012			Accounts Payable	COMMUNITY HEALTH CHARITIES	$142.00
	Invoice	Date	Description			Amount
	120726	07/26/2012	CHC CONTRIBUTIONS			$142.00
213580	07/30/2012			Accounts Payable	CONTRERAS, BIANCA	$70.00
	Invoice	Date	Description			Amount
	070812	07/08/2012	SPORTS OFFICIATING SVCS			$70.00
213581	07/30/2012			Accounts Payable	CONTRERAS, JOSE	$70.00
	Invoice	Date	Description			Amount
	070812	07/08/2012	SPORTS OFFICIATING SVCS			$70.00

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213582	07/30/2012			Accounts Payable	COUNSELING TEAM, THE	$1,250.00
	Invoice	Date	Description			Amount
	19001	06/30/2012	EMPLOYEE SUPPORT SVCS-HR			$1,250.00
213584	07/30/2012			Accounts Payable	COUNTY OF RIVERSIDE - RMAP	$4,533.64
	Invoice	Date	Description			Amount
	SR201934	06/14/2012	INFRASTRUCTURE ENGINEERING SVCS-			$4,533.64
213585	07/30/2012			Accounts Payable	COUNTY OF RIVERSIDE - RMAP	$1,720.88
	Invoice	Date	Description			Amount
	SH000001968	06/30/2012	SPEC BILLING-LAW ENF OVRTIME-JAG 2010			$1,720.88
213586	07/30/2012			Accounts Payable	COUNTY OF RIVERSIDE 2	$1,339.88
	Invoice	Date	Description			Amount
	PU000000248	06/30/2012	JANITORIAL SUPPLIES FOR PD			$1,339.88
213587	07/30/2012			Accounts Payable	COUNTY OF RIVERSIDE SHERIFF	$2,851,347.97
	Invoice	Date	Description			Amount
	SH000001929	05/25/2012	CONTRACT LAW ENF BILL #11			$2,851,347.97
213588	07/30/2012			Accounts Payable	CRIME SCENE STERI-CLEAN, LLC	$750.00
	Invoice	Date	Description			Amount
	31223	07/03/2012	BIOHAZARD CLEANING SVCS FOR PD			$750.00
213589	07/30/2012			Accounts Payable	DAN'S FEED & SEED	$4,005.55
	Invoice	Date	Description			Amount
	071312	07/13/2012	VARIOUS ANIMAL SVCS SUPPLIES			$4,005.55
213590	07/30/2012			Accounts Payable	DATAQUICK CORPORATE HEADQUARTERS	$130.50
	Invoice	Date	Description			Amount
	B1-2053544	07/02/2012	SOFTWARE & ONLINE SUBSCRIPTION			$130.50

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213591	07/30/2012			Accounts Payable	DMC DESIGN GROUP, INC	$9,190.09
	Invoice	Date	Description			Amount
	2012-060	06/01/2012	STREET IMPRVMNTS PRGM HMPG GRANT			$4,743.00
	2012-075	07/15/2012	STREET IMPRVMNTS PRGM HMPG GRANT			$4,447.09
213592	07/30/2012			Accounts Payable	ECONOMIC DEVELOPMENT AGENCY	$1,425.00
	Invoice	Date	Description			Amount
	07122012	07/12/2012	RIVERSIDE COUNTY 5TH DISTRICT SYMPOSIUM			$1,425.00
213593	07/30/2012			Accounts Payable	FAST SIGNS	$2,819.82
	Invoice	Date	Description			Amount
	70-33032	07/09/2012	SPONSOR BANNERS/CAR MAGNETS-JULY 4TH			$2,819.82
213594	07/30/2012			Accounts Payable	FITNESS 19 CA 155 11C	$201.00
	Invoice	Date	Description			Amount
	120726	07/26/2012	GYM MEMBERSHIP DEDUCTIONS			$201.00
213595	07/30/2012			Accounts Payable	FRANCHISE TAX BOARD	$175.00
	Invoice	Date	Description			Amount
	120726	07/26/2012	GARNISHMENT			$175.00
213596	07/30/2012			Accounts Payable	GENERAL SECURITY SERVICES, INC.	$1,273.22
	Invoice	Date	Description			Amount
	170881	06/21/2012	SECURITY SVCS-CRC			$306.80
	170858	06/08/2012	SECURITY SVCS-CRC RENTALS			$490.88
	170753	06/15/2012	SECURITY SVCS-CRC RENTALS			$475.54

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213597	07/30/2012			Accounts Payable	GONG ENTERPRISES, INC.	$1,246.32
	Invoice	Date	Description			Amount
	6871	07/07/2012	PLAN CHECK SVCS-LAND DVLPMNT			$686.32
	6872	07/07/2012	PLAN CHECK SVCS-PM34577/PA06-0021			$560.00
213598	07/30/2012			Accounts Payable	HDL/HINDERLITER DE LLAMAS & ASSOCIATES	$1,300.00
	Invoice	Date	Description			Amount
	0019549-IN	07/12/2012	AUDIT SERVICES-SALES TAX			$1,300.00
213599	07/30/2012			Accounts Payable	HDR ENGINEERING, INC.	$143.00
	Invoice	Date	Description			Amount
	2133-B	06/13/2012	CACTUS AVE/NASON STREET IMPRVMNTS			$143.00
213600	07/30/2012			Accounts Payable	KRUEGER, KIMBERLEE	$440.78
	Invoice	Date	Description			Amount
	8/5-8/10/12	08/01/2012	PER DIEM/MILEAGE-BUSINESS INTELLIGENCE			$440.78
213601	07/30/2012			Accounts Payable	LA FOLLETTE, JOHNSON, DE HAAS, ET AL	$25,120.99
	Invoice	Date	Description			Amount
	266072	07/10/2012	LEGAL SERVICES			$19,934.98
	266074	07/10/2012	LEGAL SERVICES			$5,186.01
213602	07/30/2012			Accounts Payable	LARA, CHRISTINA	$669.23
	Invoice	Date	Description			Amount
	120726	07/26/2012	SPOUSAL SUPPORT & ARREARS			$669.23
213603	07/30/2012			Accounts Payable	LAWSON PRODUCTS, INC.	$820.39
	Invoice	Date	Description			Amount
	9300921074	06/21/2012	MISC SUPPLIES-PARK MAINT			$820.39

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213604	07/30/2012			Accounts Payable	MELAD & ASSOCIATES, INC	$2,162.66
	Invoice	Date	Description			Amount
	MV12-005	06/05/2012	PLAN CHECK SVCS-BLDG			$1,125.00
	MV12-004	05/14/2012	PLAN CHECK SVCS-BLDG			$1,037.66
213605	07/30/2012			Accounts Payable	METZ, RANDALL	$248.50
	Invoice	Date	Description			Amount
	8/6-8/17/12	08/01/2012	PER DIEM-NATIONAL FIRE ACADEMY TRAINING			$248.50
213606	07/30/2012			Accounts Payable	MORENO VALLEY HISPANIC CHAMBER OF	$70.00
	Invoice	Date	Description			Amount
	7/3/12	07/05/2012	ADELANTE MEETING ATTENDANCE			$70.00
213607	07/30/2012			Accounts Payable	NINYO & MOORE GEOTECHNICAL	$9,783.75
	Invoice	Date	Description			Amount
	165981	06/29/2012	STREET IMPRVMNT PROJECT FOR KENTLAND			$8,318.25
	165984	06/29/2012	CITYWIDE SIDEWALKS & ACCESS RAMPS PHASE			$1,465.50
213608	07/30/2012			Accounts Payable	PERS LONG TERM CARE PROGRAM	$458.63
	Invoice	Date	Description			Amount
	120726	07/26/2012	LONG TERM CARE INSURANCE			$458.63
213609	07/30/2012			Accounts Payable	PROFESSIONAL COMMUNICATIONS NETWORK	$478.95
	Invoice	Date	Description			Amount
	085900534	07/03/2012	LIVE ANSWERING SVC			$478.95
213610	07/30/2012			Accounts Payable	RIGHTWAY SITE SERVICES, INC.	$381.16
	Invoice	Date	Description			Amount
	709965	06/21/2012	PORTABLE RESTROOMS-EQUESTRIAN CTR			$308.88
	709964	06/21/2012	PORTABLE RESTROOMS-COTTONWOOD GOLF			$72.28

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213611	07/30/2012			Accounts Payable	RIVERSIDE AREA RAPE CRISIS CENTER	$542.45
	Invoice	Date	Description			Amount
	MAY 2012	06/14/2012	CDBG SVCS-CHILD ABUSE PREVENTION			$354.18
	JUNE 2012	07/03/2012	CDBG SVCS-CHILD ABUSE PREVENTION			$188.27
213612	07/30/2012			Accounts Payable	RIVERSIDE COUNTY SHERIFF COURT SERVICES	$310.22
	Invoice	Date	Description			Amount
	120726	07/26/2012	GARNISHMENT			$310.22
213613	07/30/2012			Accounts Payable	SILVER CREEK INDUSTRIES, INC	$474,458.62
	Invoice	Date	Description			Amount
	9	07/09/2012	MORRISON PARK FIRE STATION PROJECT SVCS			$474,458.62
213614	07/30/2012			Accounts Payable	SIMPLOT PARTNERS	$3,202.76
	Invoice	Date	Description			Amount
	205004023	06/28/2012	SUPER TURF FERTILIZER FOR CITY PARKS			$3,202.76
213615	07/30/2012			Accounts Payable	SKY PUBLISHING	$857.00
	Invoice	Date	Description			Amount
	12_4_57	05/17/2012	1/2 PG ADVERTISEMENT FOR 5/12/12			$857.00
213616	07/30/2012			Accounts Payable	SODEN ENTERPRISES, INC. DBA EASY YOGA	$51.60
	Invoice	Date	Description			Amount
	43750	06/05/2012	INSTRUCTOR SVCS-YOGA			$51.60
213617	07/30/2012			Accounts Payable	STATE OF CALIFORNIA DEPT. OF JUSTICE	$2,614.00
	Invoice	Date	Description			Amount
	917093	06/30/2012	FINGERPRINTING SVCS-PD			$2,614.00

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213618	07/30/2012			Accounts Payable	STRADLING, YOCCA, CARLSON & RAUTH	$8,369.00
	Invoice	Date	Description			Amount
	272914-0035	07/13/2012	LEGAL SERVICES			$5,744.00
	272920-0000	07/13/2012	LEGAL SERVICES			$75.00
	272922-0000	07/13/2012	LEGAL SERVICES			$2,550.00
213619	07/30/2012			Accounts Payable	SULLY- MILLER CONTRACTING CO., INC.	$1,242,362.74
	Invoice	Date	Description			Amount
	2	06/25/2012	NASON ST/CACTUS AVE STREET IMPRVMNTS			$1,242,362.74
213620	07/30/2012			Accounts Payable	SUNNYMEAD ACE HARDWARE	$29.05
	Invoice	Date	Description			Amount
	47612	07/11/2012	MISC. SUPPLIES FOR PD			$29.05
213621	07/30/2012			Accounts Payable	TMAD TAYLOR & GAINES	$5,921.70
	Invoice	Date	Description			Amount
	00071315	06/08/2012	EOC FCC GENERATOR/PSB CONVERSION			$5,921.70
213622	07/30/2012			Accounts Payable	TRANSTECH ENGINEERS, INC.	$106,174.38
	Invoice	Date	Description			Amount
	12062157	06/01/2012	CACTUS AVE/NASON STREET IMPRVMNTS			$57,308.75
	12070653	07/02/2012	CACTUS AVE/NASON STREET IMPRVMNTS			$48,865.63
213623	07/30/2012			Accounts Payable	UNITED WAY OF INLAND VALLEYS	$335.00
	Invoice	Date	Description			Amount
	120726	07/26/2012	U W CONTRIBUTIONS			$335.00
213624	07/30/2012			Accounts Payable	WILLDAN AND ASSOCIATES	$15,518.87
	Invoice	Date	Description			Amount
	002-12262	05/22/2012	PLAN CHECK SERVICES-BLDG & SAFETY DEPT			$15,518.87

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Number	Check Date	Invoice Date	Description	Source	Payee Name		Transaction Amount
213625	07/30/2012			Accounts Payable	WILLIS, ROBERT H		$120.00
	Invoice	Date	Description			Amount	
	070812	07/08/2012	SPORTS OFFICIATING SVCS			$40.00	
	071512	07/15/2012	SPORTS OFFICIATING SVCS			$80.00	
213626	07/30/2012			Accounts Payable	XEROX CAPITAL SERVICES, LLC		$1,821.96
	Invoice	Date	Description			Amount	
	062731082	07/13/2012	COPIER RENTAL/MAINT./BILLABLE PRINTS FOR			$1,004.08	
	062731084	07/13/2012	COPIER RENTAL/MAINT. FOR PD			$84.38	
	062731086	07/13/2012	COPIER RENTAL/MAINT./BILLABLE PRINTS FOR			$733.50	
213627	07/30/2012			Accounts Payable	ALLEN, ROBERT		$95.00
	Invoice	Date	Description			Amount	
	R12-050660	07/12/2012	REFUND-RABIES & SPAY/NEUTER DEPOSIT			$95.00	
213628	07/30/2012			Accounts Payable	AMERICAN ELECTRIC		$180.53
	Invoice	Date	Description			Amount	
	B1000514	07/16/2012	REFUND-BUILDING PERMIT-CANCELLED PROJ			$180.53	
213630	07/30/2012			Accounts Payable	ANITA, LAWRENCE PERETTE		$460.00
	Invoice	Date	Description			Amount	
	MV211072100	07/10/2012	REFUND-CIT			$460.00	
213631	07/30/2012			Accounts Payable	AUSTIN, SABRINA		$10.00
	Invoice	Date	Description			Amount	
	952954	07/05/2012	REFUND-CAMP T-SHIRT PAYMENT			$10.00	
213632	07/30/2012			Accounts Payable	BULLEY, JOSEPH		$20.00
	Invoice	Date	Description			Amount	
	R12-050923	07/16/2012	REFUND-RABIES DEPOSIT			$20.00	

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213633	07/30/2012			Accounts Payable	CHAVEZ, SIRENIA	$200.00
	Invoice	Date	Description			Amount
	952693	07/03/2012	REFUND-RENTAL DEPOSIT RETURN-TWNGATE			$200.00
213634	07/30/2012			Accounts Payable	COLE, GEORGINA RODRIGUEZ	$60.00
	Invoice	Date	Description			Amount
	953608	07/09/2012	REFUND-SUMMER BASKETBLL LEAGUE			$60.00
213635	07/30/2012			Accounts Payable	CORDOVA, MIRIAM	$300.00
	Invoice	Date	Description			Amount
	949899	06/25/2012	REFUND-RENTAL DEPOSIT RETURN-SNR CTR			$300.00
213636	07/30/2012			Accounts Payable	CROCKETT, TOINETTE	$317.00
	Invoice	Date	Description			Amount
	MV290610009	07/10/2012	REFUND-CIT			$317.00
213637	07/30/2012			Accounts Payable	CURIEL PELAYO, RAMON, A.	$1,093.00
	Invoice	Date	Description			Amount
	291262002-8	07/25/2012	REFUND-DUP PYMNT NUISANCE ABATEMENT			$1,093.00
213638	07/30/2012			Accounts Payable	DELBRUEGGE, LOUIS, DON	$58.00
	Invoice	Date	Description			Amount
	MV312020702	07/25/2012	REFUND-CITATION OVRPYMNT			$58.00
213639	07/30/2012			Accounts Payable	FLORES, ALEXANDER	$25.00
	Invoice	Date	Description			Amount
	MV311111500	07/25/2012	REFUND-CITATION DISMISSED			$25.00
213640	07/30/2012			Accounts Payable	FLORES, KIM	$75.00
	Invoice	Date	Description			Amount
	R12-049205	07/25/2012	REFUND-NEUTER DEPOSIT			$75.00

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213641	07/30/2012			Accounts Payable	GASTON, DERRICK	$60.00
	Invoice	Date	Description			Amount
	953610	07/25/2012	REFUND-BASKETBALL CLASS			$60.00
213642	07/30/2012			Accounts Payable	GERBITZ, LAVONDA	$20.00
	Invoice	Date	Description			Amount
	R12-048647	07/25/2012	REFUND-RABIES DEPOSIT			$20.00
213644	07/30/2012			Accounts Payable	GLASSMAN, YEN	$57.50
	Invoice	Date	Description			Amount
	MV312060504	07/18/2012	REFUND-PARKING FEE CHARGED IN ERROR			$57.50
213645	07/30/2012			Accounts Payable	GOC-ONG, WALTER	$60.00
	Invoice	Date	Description			Amount
	953579	07/09/2012	REFUND-SUMMER BASKETBALL LEAGUE			$60.00
213646	07/30/2012			Accounts Payable	GOLD, ANGELA	$32.50
	Invoice	Date	Description			Amount
	MV212011902	07/25/2012	REFUND-CITATION DISMISSED			$32.50
213647	07/30/2012			Accounts Payable	GROUT, SHAWN	$25.00
	Invoice	Date	Description			Amount
	RCT#463297	07/03/2012	REFUND-CLASS LATE FEE PYMNT			$25.00
213648	07/30/2012			Accounts Payable	GUTIERREZ, CELIA	$50.00
	Invoice	Date	Description			Amount
	R12-052031	07/25/2012	REFUND-TRAP DEPOSIT			$50.00

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213649	07/30/2012			Accounts Payable	HEADLEE, DIANNE	$57.50
	Invoice	Date	Description			Amount
	MV212010502	07/25/2012	REFUND-CITATION DISMISSED			$57.50
213650	07/30/2012			Accounts Payable	HIGHLAND MEADOWS APARTMENT	$30.00
	Invoice	Date	Description			Amount
	MV-	07/18/2012	REFUND-FALSE ALARM CITATION NON-BILLABLE			$30.00
213651	07/30/2012			Accounts Payable	LOPEZ, LETICIA	$95.00
	Invoice	Date	Description			Amount
	R12-049968	06/25/2012	REFUND-RABIES & SPAY/NEUTER DEPOSIT			$95.00
213652	07/30/2012			Accounts Payable	LUCIO, MARIBEL	$31.00
	Invoice	Date	Description			Amount
	950764	07/25/2012	REFUND-DEPOSIT PARK USE			$31.00
213653	07/30/2012			Accounts Payable	MORAN, GILBERT, ZAUL	$1.00
	Invoice	Date	Description			Amount
	MVP62424	07/25/2012	REFUND-CITATION OVRPYMNT			$1.00
213654	07/30/2012			Accounts Payable	NAVARRETE, ELBIA	$750.00
	Invoice	Date	Description			Amount
	952053	07/25/2012	REFUND-DEPOSIT CRC			$750.00
213655	07/30/2012			Accounts Payable	ORDONEZ, ABEL, A ZAMORA	$86.00
	Invoice	Date	Description			Amount
	MVP61759	07/25/2012	REFUND-CITATION OVRPYMNT			$86.00
213656	07/30/2012			Accounts Payable	RAY, CURTIS, LONNIE	$109.00
	Invoice	Date	Description			Amount
	MV100910077	07/10/2012	REFUND-CITATION OVERPAYMENT			$109.00

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213657	07/30/2012			Accounts Payable	RENTERIA, CRYSTAL	$75.00
	Invoice	Date	Description			Amount
	R12-051335	07/25/2012	REFUND-SPAY DEPOSIT			$75.00
213658	07/30/2012			Accounts Payable	RICE, JOSEPH	$32.50
	Invoice	Date	Description			Amount
	MV311112905	07/10/2012	REFUND-CITATION DISMISSED AT HEARING			$32.50
213659	07/30/2012			Accounts Payable	ROBUCK, DIXIE	$77.00
	Invoice	Date	Description			Amount
	954243	07/11/2012	REFUND-DOG TRAINING CLASS CANCELLED			$77.00
213660	07/30/2012			Accounts Payable	SALGADO, CRYSTAL/JULIO JR.	$57.50
	Invoice	Date	Description			Amount
	MV211060902	07/10/2012	REFUND-CITATION OVERPAYMENT			$57.50
213661	07/30/2012			Accounts Payable	SERVIN, HAZEL	$115.00
	Invoice	Date	Description			Amount
	950582	07/25/2012	REFUND-DEPOSIT PARK USE			$115.00
213662	07/30/2012			Accounts Payable	VARONA, LUIS, DEGANTE	$112.00
	Invoice	Date	Description			Amount
	952982	07/25/2012	REFUND-ENGLISH LANGUAGE CLASS			$112.00
213663	07/30/2012			Accounts Payable	WILKISON, BEVERLY	$75.00
	Invoice	Date	Description			Amount
	R12-051528	07/25/2012	REFUND-SPAY DEPOSIT			$75.00

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
213664	07/30/2012			Accounts Payable	WISEMON, SHARRON, SYDNEY	$75.00
	Invoice	Date	Description		Amount	
	R12-048314	07/25/2012	REFUND-SPAY DEPOSIT		$75.00	
213665	07/30/2012			Accounts Payable	YANG, CHING	$300.00
	Invoice	Date	Description		Amount	
	951972	07/25/2012	REFUND-DEPOSIT SENIOR RNTL		$300.00	
213666	07/30/2012			Accounts Payable	CALIFORNIA WATERSHED ENGINEERING CORP.	$2,308.00
	Invoice	Date	Description		Amount	
	12582	07/06/2012	PLAN CHECK SVCS-LAND DVLPMNT		$2,308.00	
Type Check Totals:				**219 Transactions**		**$6,752,229.90**

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
Electronic Funds Transfer (EFT)						
7001	07/11/2012			Accounts Payable	RALLY MANAGEMENT SERVICES, LLC	$719.28
	Invoice	Date	Description			Amount
	19342	06/18/2012	TEMP STAFFING SVCS-R. HENDERSON			$719.28
7002	07/11/2012			Accounts Payable	TRUGREEN LANDCARE	$2,485.00
	Invoice	Date	Description			Amount
	7321974	05/31/2012	LANDSCAPE MAINT-ZONE E-16			$2,485.00
7003	07/16/2012			Accounts Payable	ADLERHORST INTERNATIONAL INC.	$425.01
	Invoice	Date	Description			Amount
	16811	05/31/2012	K-9 TRAINING/EQUIPMENT-POLICE			$141.67
	16810	05/31/2012	K-9 TRAINING/EQUIPMENT-POLICE			$141.67
	16812	05/31/2012	K-9 TRAINING/EQUIPMENT-POLICE			$141.67
7004	07/16/2012			Accounts Payable	AMERICAN FORENSIC NURSES	$82.16
	Invoice	Date	Description			Amount
	61638	05/31/2012	BLOOD DRAWS-POLICE			$82.16
7005	07/16/2012			Accounts Payable	AXIS APPAREL	$4,660.09
	Invoice	Date	Description			Amount
	06192012	06/19/2012	YOUTH SPORTS APPAREL			$4,660.09
7006	07/16/2012			Accounts Payable	BEMUS LANDSCAPE, INC.	$5,089.30
	Invoice	Date	Description			Amount
	230421	06/25/2012	LANDSCAPE MAINT-VETERANS MEMRL			$225.00
	230434	06/25/2012	LANDSCAPE MAINT-FIRE STATIONS			$2,835.00
	230422	06/25/2012	LANDSCAPE MAINT-ANNEX			$221.00
	230433	06/25/2012	LANDSCAPE MAINT-CITY HALL			$893.30
	230428	06/25/2012	LANDSCAPE MAINT-TOWNGATE COMM CTR			$180.00
	230427	06/25/2012	LANDSCAPE MAINT-TOWNGATE BIKE			$735.00

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
7007	07/16/2012			Accounts Payable	CINTAS CORPORATION	$414.36
	Invoice	Date	Description			Amount
	150643209	06/26/2012	UNIFORM RENTAL SVC			$15.06
	150643210	06/26/2012	UNIFORM RENTAL SVC			$40.48
	150643211	06/26/2012	UNIFORM RENTAL SVC			$15.06
	150643213	06/26/2012	UNIFORM RENTAL SVC			$8.88
	150643214	06/26/2012	UNIFORM RENTAL SVC			$5.42
	150643215	06/26/2012	UNIFORM RENTAL SVC			$186.18
	150643216	06/26/2012	UNIFORM RENTAL SVC			$15.46
	150643212	06/26/2012	UNIFORM RENTAL SVC			$13.36
	150643219	06/26/2012	UNIFORM RENTAL SVC			$2.29
	150643205	06/26/2012	UNIFORM RENTAL SVC			$50.20
	150638719	06/19/2012	UNIFORM RENTAL SVC			$3.92
	150629881	06/05/2012	UNIFORM RENTAL SVC			$3.92
	150634332	06/12/2012	UNIFORM RENTAL SVC			$3.92
	150643206	06/26/2012	UNIFORM RENTAL SVC			$3.92
	150638730	06/19/2012	UNIFORM RENTAL SVC			$17.28
	150643208	06/26/2012	UNIFORM RENTAL SVC			$16.19
	150643207	06/26/2012	UNIFORM RENTAL SVC			$12.82
7008	07/16/2012			Accounts Payable	CITY OF MORENO VALLEY VEBA TRUST	$6,145.00
	Invoice	Date	Description			Amount
	120712	07/12/2012	EXEMPT VEBA			$6,145.00
7009	07/16/2012			Accounts Payable	DENNIS GRUBB & ASSOCIATES, LLC	$7,920.00
	Invoice	Date	Description			Amount
	1138	05/01/2012	FIRE INSPECTION SVCS			$7,920.00

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
7010	07/16/2012			Accounts Payable	E.R. BLOCK PLUMBING & HEATING, INC.	$2,621.40
	Invoice	Date	Description			Amount
	109788	06/27/2012	BACKFLOW REPAIRS-ZN D			$1,657.45
	109794	06/27/2012	BACKFLOW REPAIRS-ZN D			$963.95
7011	07/16/2012			Accounts Payable	FIRST CHOICE SERVICES	$410.02
	Invoice	Date	Description			Amount
	507273	06/25/2012	COFFEE SVCS-EMPLOYEE PAID			$121.91
	507276	06/25/2012	COFFEE SVCS-EMPLOYEE PAID			$93.78
	507277	06/25/2012	COFFEE SVCS-EMPLOYEE PAID			$60.15
	507275	06/25/2012	COFFEE SVCS-EMPLOYEE PAID			$134.18
7012	07/16/2012			Accounts Payable	PACIFIC GREEN HORTICULTURAL SVC	$600.00
	Invoice	Date	Description			Amount
	14090	06/07/2012	BEE CONTROL-PIGEON PASS RD			$125.00
	14091	06/07/2012	BEE CONTROL-CASA ENCANTADOR			$125.00
	14092	06/08/2012	BEE CONTROL-IRIS AVE			$125.00
	14120	06/27/2012	BEE CONTROL SVCS			$113.00
	14121	06/27/2012	BEE CONTROL SVCS			$112.00
7013	07/16/2012			Accounts Payable	POIEMA LANDSCAPE, INC.	$3,296.01
	Invoice	Date	Description			Amount
	1073	07/05/2012	LANDSCAPE MAINT-ZONE E-12			$2,131.00
	1074	07/05/2012	LANDSCAPE MAINT-ZONE S			$1,165.01
7014	07/16/2012			Accounts Payable	R & S OVERHEAD DOORS, INC.	$393.25
	Invoice	Date	Description			Amount
	02843	06/19/2012	TROUBLE SHOOT ROLL-UP DOOR PROBLEMS AT			$393.25

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
7015	07/16/2012			Accounts Payable	RALLY MANAGEMENT SERVICES, LLC	$719.28
	Invoice	Date	Description			Amount
	19491	06/26/2012	TEMP STAFFING SVCS-R. HENDERSON			$719.28
7016	07/16/2012			Accounts Payable	SECURITY LOCK & KEY	$224.70
	Invoice	Date	Description			Amount
	25285	05/24/2012	LOCK REPAIRS FOR ERC			$97.50
	25299	06/04/2012	DUPLICATE KEYS FOR TCC			$52.20
	25275	05/17/2012	LOCK REPAIRS-RIDGE CREST PARK			$75.00
7017	07/16/2012			Accounts Payable	SOCO GROUP, INC	$14,706.91
	Invoice	Date	Description			Amount
	669629	06/20/2012	FUEL PURCHASE FOR CITY			$7,050.48
	670137	06/27/2012	FUEL PURCHASE FOR CITY			$7,656.43
7018	07/16/2012			Accounts Payable	SPRINT	$713.87
	Invoice	Date	Description			Amount
	417544340-	06/20/2012	CELL PHONE SVC FOR PD GANG TASK FORCE			$70.07
	634235346-	03/29/2012	CELL PHONE SVC FOR PD SET			$643.80
7019	07/16/2012			Accounts Payable	STRICKLER ASSOCIATION, THE	$2,177.50
	Invoice	Date	Description			Amount
	3700	07/01/2012	NEIGHBORHOOD STABILIZATION PGRM SVCS			$2,177.50
7020	07/16/2012			Accounts Payable	TRUGREEN LANDCARE	$19,100.15
	Invoice	Date	Description			Amount
	7334498	06/30/2012	LANDSCAPE MAINT-ZONE M			$5,532.72
	7334499	06/30/2012	LANDSCAPE MAINT-ZONE DSG-1			$5,121.57
	7334501	06/30/2012	LANDSCAPE MAINT-ZONE E-4 & E-4A			$8,445.86

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
7021	07/16/2012			Accounts Payable	TURBOSCAPE, INC.	$6,424.80
	Invoice	Date	Description			Amount
	3425	06/27/2012	MULCH FOR CFD #1 PARKS INCL DELIVERY &			$6,424.80
7022	07/16/2012			Accounts Payable	UNITED ROTARY BRUSH CORP	$2,239.00
	Invoice	Date	Description			Amount
	271592	06/14/2012	BROOM KITS/RECONDITIONING FOR ST			$406.57
	271684	06/21/2012	BROOM KITS/RECONDITIONING FOR ST			$746.33
	271783	06/28/2012	BROOM KITS/RECONDITIONING FOR ST			$1,086.10
7023	07/16/2012			Accounts Payable	VISION SERVICE PLAN	$3,893.49
	Invoice	Date	Description			Amount
	120701	07/01/2012	EMPLOYEE VISION INSURANCE			$3,893.49
7024	07/16/2012			Accounts Payable	VOYAGER FLEET SYSTEM, INC.	$1,930.30
	Invoice	Date	Description			Amount
	86921161520	06/24/2012	CNG FUEL PURCHASES			$1,930.30
7025	07/17/2012			Accounts Payable	SA ASSOCIATES	$10,725.00
	Invoice	Date	Description			Amount
	69	07/05/2012	CONSULTANT STAFFING SVCS			$10,725.00
7026	07/17/2012			Accounts Payable	SHELL ENERGY NORTH AMERICA (US) L.P.	$629,977.60
	Invoice	Date	Description			Amount
	1116819	07/02/2012	ENERGY PURCHASE FOR MV UTILITY			$629,977.60
7027	07/17/2012			Accounts Payable	STANDARD & POOR'S RATINGS SERVICES	$10,500.00
	Invoice	Date	Description			Amount
	10295926	04/20/2012	ANALYTICAL SVCS FOR COPS SERIES 2012B			$10,500.00

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
7028	07/17/2012			Accounts Payable	VACATE PEST ELIMINATION COMPANY	$225.00
	Invoice	Date	Description			Amount
	24541	06/01/2012	RODENT CNTRL-AQUEDUCT BIKEWAY			$50.00
	24543	06/01/2012	RODENT CNTRL-ELECTR UTIL SUBST			$40.00
	24921	06/15/2012	RODENT CNTRL-AQUEDUCT BIKEWAY			$50.00
	24924	06/15/2012	RODENT CNTRL-ELECTR UTIL SUBST			$40.00
	24944	06/18/2012	PEST CNTRL-MARB ASES BLDG			$45.00
7030	07/09/2012			Accounts Payable	PERS HEALTH INSURANCE	$196,684.50
	Invoice	Date	Description			Amount
	W120701	07/06/2012	EMPLOYEE HEALTH INSURANCE			$196,684.50
7031	07/05/2012			Accounts Payable	U.S. BANK/CALCARDS	$270,319.53
	Invoice	Date	Description			Amount
	W120702	07/05/2012	CALCARD PAYMENT FOR CYCLE END 06/27/12			$270,319.53
7032	07/12/2012			Accounts Payable	MV RANCHO DORADO II LTD. PARTNERSHIP	$2,400,000.00
	Invoice	Date	Description			Amount
	W120703	07/12/2012	RANCHO DORADO SOUTH PROJECT PAYMENT			$2,400,000.00
7038	07/23/2012			Accounts Payable	ADLERHORST INTERNATIONAL INC.	$425.01
	Invoice	Date	Description			Amount
	16894	06/27/2012	K-9 TRAINING-PD SPCL ENF			$141.67
	16893	06/27/2012	K-9 TRAINING-PD SPCL ENF			$141.67
	16892	06/27/2012	K-9 TRAINING-PD SPCL ENF			$141.67
7039	07/23/2012			Accounts Payable	AEI-CASC ENGINEERING	$378.00
	Invoice	Date	Description			Amount
	0028280	05/31/2012	CONSULTANT SVCS-PWQMP			$378.00

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
7040	07/23/2012			Accounts Payable	BENESYST	$201.90
	Invoice	Date	Description			Amount
	0712146	07/02/2012	FLEX ADMINISTRATIVE SVCS			$201.90
7041	07/23/2012			Accounts Payable	CHANDLER ASSET MANAGEMENT, INC	$8,661.00
	Invoice	Date	Description			Amount
	11387	07/03/2012	FIXED INCOME INVESTMENT MGMT			$8,661.00
7042	07/23/2012			Accounts Payable	DATA TICKET, INC.	$2,153.83
	Invoice	Date	Description			Amount
	41587	06/13/2012	CITATION PROCESSING-POLICE			$2,153.83
7043	07/23/2012			Accounts Payable	E.R. BLOCK PLUMBING & HEATING, INC.	$160.00
	Invoice	Date	Description			Amount
	109673	06/27/2012	BACKFLOW DEVICE TESTS-ZONE M			$80.00
	109792	06/27/2012	BACKFLOW DEVICE TEST-PSB			$20.00
	109791	06/27/2012	BACKFLOW DEVICE TEST-FS#58			$20.00
	109790	06/27/2012	BACKFLOW DEVICE TEST-FS#65			$40.00

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
7044	07/23/2012			Accounts Payable	ENCO UTILITY SERVICES MORENO VALLEY LLC	$161,630.21
	Invoice	Date	Description			Amount
	40-275-01	06/07/2012	WORK AUTHORIZATION-PROF SVCS			$186.70
	40-272-02	06/07/2012	WORK AUTHORIZATION-PROF SVCS			$323.20
	40-268A-02	06/07/2012	WORK AUTHORIZATION-PROF SVCS			$25.31
	40-266-02	06/07/2012	WORK AUTHORIZATION-PROF SVCS			$233.38
	40-249B-07	06/07/2012	WORK AUTHORIZATION-PROF SVCS			$445.64
	40-263A-01	06/07/2012	WORK AUTHORIZATION-PROF SVCS			$1,622.72
	40-250B-08	06/07/2012	WORK AUTHORIZATION-PROF SVCS			$49.52
	40-249A-07	06/07/2012	WORK AUTHORIZATION-PROF SVCS			$101.22
	40-247A-03	06/07/2012	WORK AUTHORIZATION-PROF SVCS			$2,063.10
	40-243A-07	06/07/2012	WORK AUTHORIZATION-PROF SVCS			$37.96
	40-242A-03	06/07/2012	WORK AUTHORIZATION-PROF SVCS			$25.31
	0405-1-99R	06/12/2012	DISTRIBUTION CHARGES			$156,516.15
7045	07/23/2012			Accounts Payable	EVANS ENGRAVING & AWARDS	$141.32
	Invoice	Date	Description			Amount
	62812-26	06/28/2012	ENGRAVING/HANDCUFFS-POLICE			$125.00
	61412-7	06/14/2012	ENGRAVING/BRASS NAMEPLATES-POLICE			$16.32
7046	07/23/2012			Accounts Payable	FIRST CHOICE SERVICES	$167.52
	Invoice	Date	Description			Amount
	507262	06/25/2012	COFFEE SVCS-EMPLOYEE PAID			$31.38
	507264	06/25/2012	COFFEE SVCS-EMPLOYEE PAID			$136.14
7047	07/23/2012			Accounts Payable	GHANTIWALA, PRAVIN	$3,420.00
	Invoice	Date	Description			Amount
	13-12M	06/27/2012	ELECTRICAL ENGINEER SVCS-MVU			$3,420.00

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7048	07/23/2012			Accounts Payable	GIBBS, GIDEN, LOCHER, TURNER & SENET LLP	$6,700.30
	Invoice	Date	Description			Amount
	215902-001	06/01/2012	LEGAL SVCS			$6,700.30
7049	07/23/2012			Accounts Payable	GUZMAN'S CART SERVICE	$4,049.00
	Invoice	Date	Description			Amount
	1118	06/30/2012	SHOPPING CART RETRIVAL SVC			$4,049.00
7050	07/23/2012			Accounts Payable	HILLCREST CONTRACTING, INC	$2,016.85
	Invoice	Date	Description			Amount
	PB 22014	06/19/2012	COTTONWOOD AVE IMPRVMNTS PROJECT			$2,016.85
7051	07/23/2012			Accounts Payable	HONDA YAMAHA OF REDLANDS	$3,099.68
	Invoice	Date	Description			Amount
	120282	06/26/2012	MOTORCYCLE MAINT/REPAIR & PARTS-PD			$2,491.55
	123212	06/28/2012	MOTORCYCLE MAINT/REPAIR &PARTS-PD			$608.13
7052	07/23/2012			Accounts Payable	INSIDE PLANTS, INC.	$320.00
	Invoice	Date	Description			Amount
	43554	06/25/2012	INDOOR PLANT MAINT-CRC			$320.00
7053	07/23/2012			Accounts Payable	J D H CONTRACTING	$7,702.60
	Invoice	Date	Description			Amount
	061212-01	06/12/2012	PSB-CH MONUMENT SIGNS EXTERIOR REPAIRS			$7,702.60
7054	07/23/2012			Accounts Payable	KDM MERIDIAN, INC.	$26,500.00
	Invoice	Date	Description			Amount
	3120	06/21/2012	CITYWIDE PEDESTRIAN ENHANCEMNTS/INDIAN-			$26,500.00

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7055	07/23/2012			Accounts Payable	LOR GEOTECHNICAL GROUP, INC.	$378.80
	Invoice	Date	Description			Amount
	14276	07/02/2012	COMPACTION SVCS FOR CRC PATIO			$378.80
7056	07/23/2012			Accounts Payable	MARINA LANDSCAPE, INC	$5,733.34
	Invoice	Date	Description			Amount
	8216051200	05/31/2012	LANDSCAPE MAINT-ZONE E-1 & E-1A			$5,733.34
7057	07/23/2012			Accounts Payable	N P G CORPORATION	$18,089.00
	Invoice	Date	Description			Amount
	1110979	06/09/2012	INFIL CONCRETE PROJECT-CRC			$18,089.00
7058	07/23/2012			Accounts Payable	OVERLAND PACIFIC & CUTLER, INC.	$4,200.00
	Invoice	Date	Description			Amount
	1205114	06/13/2012	RIGHT OF WAY SVCS			$4,200.00
7059	07/23/2012			Accounts Payable	PACIFIC GREEN HORTICULTURAL SVC	$203.82
	Invoice	Date	Description			Amount
	14119	06/27/2012	TURF FERTILIZATION-ZONE E-7 & E-14			$101.91
	14052	06/10/2012	TURF FERTILIZATION-ZONE E-7 & E-14			$101.91
7060	07/23/2012			Accounts Payable	PAINTING BY ZEB BODE	$6,100.00
	Invoice	Date	Description			Amount
	061912	06/19/2012	PAINTING SVCS-ANIMAL SHLTR			$2,650.00
	061912	07/19/2012	PAINTING SVCS-ANIMAL SHLTR			$3,450.00

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7061	07/23/2012			Accounts Payable	PARSONS TRANSPORTATION GROUP, INC.	$641,669.41
	Invoice	Date	Description			Amount
	1205A007	05/14/2012	SR-60/MORENO BEACH INTERCHANGE-PHASE 1			$146,571.21
	1205A008	05/25/2012	SR-60/NASON ST. OVERCROSSING PROJECT			$400,106.85
	1206A063	06/01/2012	SR-60/MORENO BEACH INTERCHANGE-PHASE 1			$75,759.11
	1206A064	06/01/2012	SR-60/NASON ST. OVERCROSSING PROJECT			$19,232.24
7062	07/23/2012			Accounts Payable	PEDLEY SQUARE VETERINARY CLINIC	$4,642.00
	Invoice	Date	Description			Amount
	JUN-12	07/01/2012	VETERINARY SVCS-ANIMAL SVCS			$4,642.00
7063	07/23/2012			Accounts Payable	RALLY MANAGEMENT SERVICES, LLC	$929.07
	Invoice	Date	Description			Amount
	19591	07/02/2012	TEMP STAFFING SVCS-R. HENDERSON			$929.07
7064	07/23/2012			Accounts Payable	STANLEY CONVERGENT SECURITY SOLUTNS,	$110.00
	Invoice	Date	Description			Amount
	9195287	05/06/2012	ALARM SYSTEM MONITORING SVCS-EOC			$110.00
7065	07/23/2012			Accounts Payable	STI, INC., TRUCKING & MATERIALS	$165,271.45
	Invoice	Date	Description			Amount
	11-901-7	06/27/2012	IRONWOOD AVE IMPRVMNTS PROJECT			$165,271.45
7066	07/23/2012			Accounts Payable	TR DESIGN GROUP, INC.	$226.58
	Invoice	Date	Description			Amount
	1586	06/01/2012	TRANSPORTATION MGMT CTR PROJECT SVCS			$226.58
7067	07/23/2012			Accounts Payable	URBAN LOGIC CONSULTANTS, INC	$3,310.00
	Invoice	Date	Description			Amount
	2012-167	06/22/2012	PEER REVIEW SVCS RELATED TO HARBOR			$3,310.00

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
7068	07/23/2012			Accounts Payable	WURM'S JANITORIAL SERVICES, INC.	$5,721.89
	Invoice	Date	Description			Amount
	21247	06/29/2012	JANITORIAL SVCS-CITY HALL			$4,588.23
	21248	06/29/2012	JANITORIAL SVCS-CITY YARD/TRANSP TRAILER			$445.30
	21250	06/29/2012	JANITORIAL SVCS-EOC			$688.36
7069	07/23/2012			Accounts Payable	WURM'S JANITORIAL SERVICES, INC.	$12,481.85
	Invoice	Date	Description			Amount
	21252	06/29/2012	JANITORIAL SVCS-ESA ANNEX			$735.73
	21253	06/29/2012	JANITORIAL SVCS-FACILITIES ANNEX			$124.29
	21254	06/29/2012	JANITORIAL SVCS-LIBRARY			$1,771.79
	21256	06/29/2012	JANITORIAL SVCS-PUB SAFETY BLDG			$5,564.25
	21260	06/29/2012	JANITORIAL SVCS-SENIOR CTR			$1,916.18
	21263	06/29/2012	JANITORIAL SVCS-TS ANNEX			$453.43
	21294	09/01/2011	JANITORIAL SVCS-SENIOR CTR			$1,916.18
7070	07/24/2012			Accounts Payable	NEW WORLD SYSTEMS, CORP	$119,680.00
	Invoice	Date	Description			Amount
	019462	05/15/2012	SW MAIN.(SSMA) 6/1/12-5/31/13			$119,680.00
7071	07/24/2012			Accounts Payable	SPRINT	$643.23
	Invoice	Date	Description			Amount
	634235346-	06/29/2012	CELL PHONE SVC FOR PD SET			$643.23
7072	07/30/2012			Accounts Payable	ADLERHORST INTERNATIONAL INC.	$404.06
	Invoice	Date	Description			Amount
	16858	06/01/2012	NARCOTIC DETECTION KIT-SET K-9 TEAM			$404.06

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
7073	07/30/2012			Accounts Payable	AMERICAN FORENSIC NURSES	$3,943.16
	Invoice	Date	Description			Amount
	61740	06/15/2012	BLOOD DRAW-POLICE			$41.08
	61739	06/15/2012	BLOOD DRAW-POLICE			$1,981.72
	61800	06/30/2012	BLOOD DRAWS-POLICE			$1,879.28
	61716	06/15/2012	BLOOD DRAWS-POLICE			$41.08
7074	07/30/2012			Accounts Payable	ARCHIVE MANAGEMENT SERVICE	$1,773.25
	Invoice	Date	Description			Amount
	0186488	06/23/2012	RECORDS OFFSITE STORAGE			$1,773.25
7075	07/30/2012			Accounts Payable	AXIS APPAREL	$2,762.28
	Invoice	Date	Description			Amount
	06262012	06/26/2012	YOUTH/ADULT UNIFORMS			$2,762.28
7076	07/30/2012			Accounts Payable	BEMUS LANDSCAPE, INC.	$11,472.39
	Invoice	Date	Description			Amount
	230436	06/25/2012	LANDSCAPE MAINT-ZONE E-3 & E-3A			$11,406.02
	231687	07/03/2012	LANDSCAPE MAINT PARTS-ZONE E-3			$66.37
7077	07/30/2012			Accounts Payable	BENESYST	$406.90
	Invoice	Date	Description			Amount
	0612286	06/02/2012	COBRA ADMIN SVC-HR			$205.00
	0612145	06/02/2012	FLEX ADMIN SVC-HR			$201.90
7078	07/30/2012			Accounts Payable	CITY OF MORENO VALLEY VEBA TRUST	$1,995.00
	Invoice	Date	Description			Amount
	120726	07/26/2012	EXEMPT VEBA			$1,995.00

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
7079	07/30/2012			Accounts Payable	COMMUNITY ASSISTANCE PROGRAM - CAP	$3,785.02
	Invoice	Date	Description			Amount
	MAY-12	05/30/2012	CAP FOOD DISTRIBUTION PROGRAM			$2,625.74
	JUN-12	06/30/2012	CAP FOOD DISTRIBUTION PROGRAM			$1,159.28
7080	07/30/2012			Accounts Payable	E.R. BLOCK PLUMBING & HEATING, INC.	$240.00
	Invoice	Date	Description			Amount
	109676	06/27/2012	BACKFLOW DEVICE TESTS-ZONE D			$240.00
7081	07/30/2012			Accounts Payable	ENCO UTILITY SERVICES MORENO VALLEY LLC	$610.37
	Invoice	Date	Description			Amount
	40-255A-04	06/07/2012	WORK AUTHORIZATION-NASON BRIDGE			$50.61
	40-259A-04	06/07/2012	WORK AUTHORIZATION-EUCALYPTUS AVE ST.			$12.65
	40-254B-01	06/07/2012	WORK AUTHORIZATION-CACTUS AVE LIGHTS			$173.30
	40-264-04	06/07/2012	WORK AUTHORIZATION-ENGIN./DESIGN REVIEW			$323.20
	40-256B-02	06/07/2012	WORK AUTHORIZATION- INSTALLATION OF NEW			$50.61
7082	07/30/2012			Accounts Payable	EVANS ENGRAVING & AWARDS	$28.02
	Invoice	Date	Description			Amount
	62812-26A	06/27/2012	PLAQUE			$28.02
7083	07/30/2012			Accounts Payable	EXPRESS PIPE & SUPPLY, INC.	$9,498.19
	Invoice	Date	Description			Amount
	S4423514.001	06/20/2012	RESTROOM EQUIPMENT FOR PARKS ADA			$9,498.19
7084	07/30/2012			Accounts Payable	GIBBS, GIDEN, LOCHER, TURNER & SENET LLP	$9,439.11
	Invoice	Date	Description			Amount
	215902-005	06/01/2012	LEGAL SVCS			$2,643.61
	215902-002	06/01/2012	LEGAL SERVICES			$4,066.80
	215902-003	06/01/2012	LEGAL SERVICES			$110.50
	215902-004	06/01/2012	LEGAL SERVICES			$2,618.20

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
7085	07/30/2012			Accounts Payable	ICR DOORS	$394.51
	Invoice	Date	Description			Amount
	307	06/08/2012	EMERGENCY DOOR REPAIR-CITY YARD			$244.51
	309	06/08/2012	EMERGENCY DOOR REPAIR-STN 58			$150.00
7086	07/30/2012			Accounts Payable	INLAND EMPIRE PROPERTY SERVICE, INC	$10,508.00
	Invoice	Date	Description			Amount
	3098	06/08/2012	NUISANCE ABATEMENT SVC-CODE			$102.00
	3097	06/04/2012	NUISANCE ABATEMENT SVC-CODE			$8,000.00
	3096	05/30/2012	NUISANCE ABATEMENT SVC-CODE			$924.00
	3095	05/29/2012	NUISANCE ABATEMENT SVC-CODE			$1,482.00
7087	07/30/2012			Accounts Payable	JDEDGE SOFTWARE, LLC	$18,765.00
	Invoice	Date	Description			Amount
	266	07/16/2012	HR & PAYROLL DATA CONVERSION INTO NEW			$5,280.00
	267	07/30/2012	HR & PAYROLL DATA CONVERSION INTO NEW			$13,485.00
7088	07/30/2012			Accounts Payable	LEXISNEXIS PRACTICE MGMT.	$1,480.00
	Invoice	Date	Description			Amount
	1206083501	06/30/2012	LEGAL RESEARCH SVC			$1,480.00
7089	07/30/2012			Accounts Payable	LOR GEOTECHNICAL GROUP, INC.	$3,216.00
	Invoice	Date	Description			Amount
	14235	05/29/2012	PERRIS BLVD SB LANE TO SR-60 WB WIDENING			$2,656.00
	14290	07/02/2012	PERRIS BLVD SB LANE TO SR-60 WB WIDENING			$560.00
7090	07/30/2012			Accounts Payable	MATICH CORPORATION	$16,014.70
	Invoice	Date	Description			Amount
	155335	06/12/2012	ASPHALTIC MATERIALS			$16,014.70

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Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
7091	07/30/2012			Accounts Payable	MEEKS, DANIEL	$60.00
	Invoice	Date	Description			Amount
	071512	07/15/2012	SPORTS OFFICIATING SVCS			$60.00
7092	07/30/2012			Accounts Payable	MISTRETTA, ARTHUR	$100.00
	Invoice	Date	Description			Amount
	070812	07/08/2012	SPORTS OFFICIATING SVCS			$60.00
	070912	07/08/2012	SPORTS OFFICIATING SVCS			$40.00
7093	07/30/2012			Accounts Payable	NOBLE AMERICAS ENERGY SOLUTIONS	$145,307.23
	Invoice	Date	Description			Amount
	12194000243	07/12/2012	PURCHASED POWER			$145,307.23
7094	07/30/2012			Accounts Payable	PARSONS TRANSPORTATION GROUP, INC.	$45,547.33
	Invoice	Date	Description			Amount
	1207A580	07/13/2012	SR-60/MORENO BEACH DR. INTERCHANGE-			$2,154.95
	1207A581	07/13/2012	SR-60/MORENO BEACH DR. INTERCHANGE-			$43,392.38
7095	07/30/2012			Accounts Payable	STK ARCHITECTURE, INC.	$30,527.83
	Invoice	Date	Description			Amount
	19499	06/02/2012	ANNEX #1 RE-DESIGN/RENOVATION PROJECT			$2,085.10
	19500	07/02/2012	ANNEX #1 RE-DESIGN/RENOVATION PROJECT			$408.32
	19501	07/02/2012	CITY HALL SECOND LEVEL FLOORING			$1,475.10
	19508	07/02/2012	MORRISON PARK FIRE STATION PROJECT SVCS			$26,559.31
7096	07/30/2012			Accounts Payable	TRUGREEN LANDCARE	$2,260.00
	Invoice	Date	Description			Amount
	7343547	06/28/2012	EMERGENCY TREE TRIMMING AT CELEBRATION			$1,960.00
	7343857	06/27/2012	EMERGENCY TREE TRIMMING AT SENIOR CTR			$300.00

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7097	07/30/2012			Accounts Payable	UNITED INSPECTION & TESTING INC	$5,980.50
	Invoice	Date	Description			Amount
	006036	07/03/2012	CITYWIDE SIDEWALKS & ACCESS RAMPS			$1,173.00
	006035	07/03/2012	CITYWIDE SIDEWALKS & ACCESS RAMPS			$3,554.50
	006034	07/03/2012	CITYWIDE SIDEWALKS & ACCESS RAMPS			$1,253.00
7098	07/30/2012			Accounts Payable	VA CONSULTING, INC.	$147.00
	Invoice	Date	Description			Amount
	30471	07/06/2012	AUTO MALL STREET IMPROVEMENTS PROJECT			$147.00
7099	07/30/2012			Accounts Payable	WURM'S JANITORIAL SERVICES, INC.	$112.82
	Invoice	Date	Description			Amount
	21257	06/29/2012	JANITORIAL SVCS-GANG TASK FORCE OFFICE			$112.82
7237	07/31/2012			Accounts Payable	INTERNAL REVENUE SERVICE	$2,000.00
	Invoice	Date	Description			Amount
	F120701	07/02/2012	DEPOSIT TO FEDERAL ACCOUNT			$2,000.00
7238	07/31/2012			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	$500.00
	Invoice	Date	Description			Amount
	S120701	07/02/2012	DEPOSIT TO STATE ACCOUNT			$500.00
7239	07/31/2012			Accounts Payable	PERS RETIREMENT	$213,310.76
	Invoice	Date	Description			Amount
	P120622	07/06/2012	PERS RETIREMENT			$213,310.76
7240	07/31/2012			Accounts Payable	STATE DISBURSEMENT UNIT	$2,466.25
	Invoice	Date	Description			Amount
	CS120628	07/12/2012	CHILD SUPPORT WITHHOLDING			$2,466.25

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7241	07/31/2012			Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	$2,786.67
	Invoice	Date	Description			Amount
	DC457120712	07/13/2012	PST DEF COMP FOR FICA			$2,786.67
7242	07/31/2012			Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS CP	$25,728.46
	Invoice	Date	Description			Amount
	NW45712007	08/13/2012	DEF COMP 457 & 401(a)			$25,728.46
7243	07/31/2012			Accounts Payable	MORENO VALLEY CITY EMPLOYEES ASSOC.	$1,379.50
	Invoice	Date	Description			Amount
	M0120712	07/13/2012	MVCEA DUES			$1,379.50
7244	07/31/2012			Accounts Payable	ICMA RETIREMENT CORP	$8,575.01
	Invoice	Date	Description			Amount
	DC457120712	07/13/2012	DEF COMP 457			$8,575.01
7245	07/31/2012			Accounts Payable	INTERNAL REVENUE SERVICE	$134,842.43
	Invoice	Date	Description			Amount
	F120712	07/13/2012	FEDERAL INCOME TAX WITHHELD			$134,842.43
7246	07/31/2012			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	$34,635.24
	Invoice	Date	Description			Amount
	S120712	07/13/2012	STATE INCOME TAX WITHHELD			$34,635.24
7247	07/31/2012			Accounts Payable	PERS RETIREMENT	$212,946.18
	Invoice	Date	Description			Amount
	P120706	07/20/2012	PERS RETIREMENT			$212,946.18
7248	07/31/2012			Accounts Payable	STATE DISBURSEMENT UNIT	$2,548.20
	Invoice	Date	Description			Amount
	CS120726	07/26/2012	CHILD SUPPORT WITHHOLDING			$2,548.20

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From Payment Date: 7/1/2012 - To Payment Date: 7/31/2012

Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
7249	07/31/2012			Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	$3,052.92
	Invoice	Date	Description			Amount
	DC457120726	07/27/2012	PST DEF COMP FOR FICA			$3,052.92
7250	07/31/2012			Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS CP	$26,637.92
	Invoice	Date	Description			Amount
	NW45712007	07/27/2012	DEF COMP 457 & 401(a)			$26,637.92
7251	07/31/2012			Accounts Payable	MORENO VALLEY CITY EMPLOYEES ASSOC.	$1,368.50
	Invoice	Date	Description			Amount
	M0120726	07/27/2012	MVCEA DUES			$1,368.50
7252	07/31/2012			Accounts Payable	ICMA RETIREMENT CORP	$8,575.01
	Invoice	Date	Description			Amount
	DC457120726	07/27/2012	DEF COMP 457			$8,575.01
7253	07/31/2012			Accounts Payable	INTERNAL REVENUE SERVICE	$130,473.99
	Invoice	Date	Description			Amount
	F120726	07/27/2012	FEDERAL INCOME TAX WITHHELD			$130,473.99
7254	07/31/2012			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	$33,374.66
	Invoice	Date	Description			Amount
	S120726	07/27/2012	STATE INCOME TAX WITHHELD			$33,374.66
7255	07/31/2012			Accounts Payable	WELLS FARGO CORPORATE TRUST	$1,239,639.91
	Invoice	Date	Description			Amount
	W120704	07/25/2012	2007 TAX ALLOCATN BNDS, A SERIES DBT SVC			$1,239,639.91

City of Moreno Valley

Payment Register

From Payment Date: 7/1/2012 - To Payment Date: 7/31/2012

Number	Check Date	Invoice Date	Description	Source	Payee Name	Transaction Amount
7256	07/31/2012			Accounts Payable	STATE BOARD OF EQUALIZATION 1	$1,001.00

Invoice	Date	Description	Amount
063012	07/30/2012	SALES & USE TAX 4/1/12-6/30/12	$1,001.00

Type EFT Totals:	**113 Transactions**	**$7,235,561.45**

Grand Totals:

Checks		Count	Transaction Amount
	Total	**219**	**$6,752,229.90**

EFTs		Count	Transaction Amount
	Total	**113**	**$7,235,561.45**

All		Count	Transaction Amount
	Checks	**219**	**$6,752,229.90**
	EFTs	**113**	**$7,235,561.45**
	Total	**332**	**$13,987,791.35**

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer and Barry Foster, Community & Economic Development Director

AGENDA DATE: September 25, 2012

TITLE: PA06-0021 (PM 34577) – INDUSTRIAL – ACCEPT FINAL MAP, AGREEMENT AND IRREVOCABLE LETTERS OF CREDIT FOR PUBLIC IMPROVEMENTS

SOUTHEAST CORNER OF HEACOCK STREET AND CARDINAL AVENUE

DEVELOPER: I-215 LOGISTICS, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
3501 JAMBOREE ROAD, SUITE 230
NEWPORT BEACH, CA 92660

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve Parcel Map 34577, authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

2. Accept the Agreement and Irrevocable Letters of Credit for Public Improvements for PA06-0021(PM 34577).

3. Authorize the Mayor to execute the agreement.

4. Direct the City Clerk to forward the signed agreement to the County Recorder's office for recordation.

5. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

BACKGROUND

On January 11, 2007, the Planning Commission of the City of Moreno Valley approved Tentative Parcel Map No. 34577 (PA06-0021) along with Plot Plan (PA06-0022) for two industrial warehouse buildings. On November 28, 2011, Amended Plot Plan P11-090 (Building #1; 455,000 square feet) and Amended Plot Plan P11-091 (Building #2; 1,250,000 square feet) were approved by the Planning Director as amendments to the original plot plan. The parcel map is a proposal to subdivide 76.4 gross acres into two parcels. The project is bounded by Indian Street to the east, Heacock Street to the west, San Michelle Road to the south, and Cardinal Avenue to the north.

DISCUSSION

Final Map 34577 is in substantial conformance with the tentative parcel map, and the developer has requested that the map be approved for recordation. The Conditions of Approval for this project require that the developer provide surety for the required improvements.

The developer of this project has completed and submitted an Agreement for Public Improvements. The developer agrees to perform and complete all of the required street improvements within twenty-four (24) months of the date the agreement is executed. The street improvements include but are not limited to: asphalt concrete, curb, gutter, sidewalk, driveway approaches, wheelchair ramp, signage, traffic signal and traffic signal modifications, street lights, storm drain, water, and sewer. The City Engineer may execute any future amendments to the agreement, subject to City Attorney approval, if the required street improvements are not completed within said timeframe.

Accompanying the agreement is an Irrevocable Letters of Credit as Faithful Performance security in the amount of $5,365,000 and an Irrevocable Letter of Credit as Labor and Material security in the amount of $2,682,500 issued by Wells Fargo Bank.

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

NOTIFICATION

Publication of agenda.

ATTACHMENTS/EXHIBITS

Exhibit "A" – Vicinity Map
Exhibit "B" – Agreement for Public Improvements
Exhibit "C" – Irrevocable Letter of Credit as Faithful Performance Security
Exhibit "D" – Irrevocable Letter of Credit as Labor and Material Security

Prepared By
Liz Plazola
Senior Administrative Assist.

Department Head Approval
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E
Engineering Division Manager

Department Head Approval
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00178743

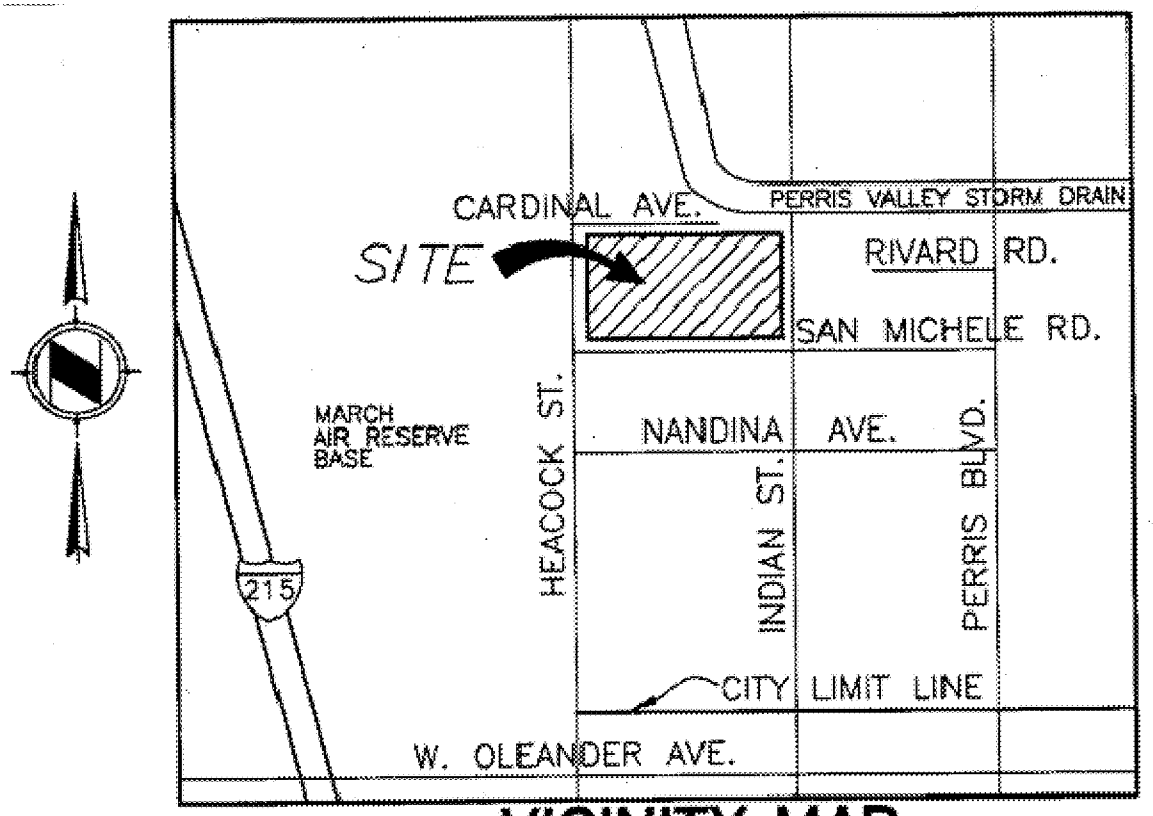

VICINITY MAP

NTS

CITY OF MORENO VALLEY **COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT - LAND DEVELOPMENT** **EXHIBIT "A"**	**PA06-0021** **(PM 34577)**

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2012\9-25-12 - PA06-0021 - Exhibit A.docx

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MV00178745

RECORDING REQUESTED BY:
City of Moreno Valley

WHEN RECORDED, RETURN TO:

CITY OF MORENO VALLEY
City Clerk
P. O. Box 88005
Moreno Valley, CA 92552-0805

No recording fee per Government Code, Section 6103 *This space for Recorder's use only.*

AGREEMENT FOR PUBLIC IMPROVEMENTS
FOR
PROJECT NO. PA06-0021 (PM 34577)

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and **I-215 Logistics, LLC A Delaware limited liability company**, herein after called Developer, on the date the City signs this agreement.

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **PA06-0021 (PM 34577)** agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **TWENTY-FOUR (24)** months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code.

Security to guarantee the performance of this agreement shall be in the following amounts:

Faithful Performance security shall be in the sum of **FIVE MILLION THREE HUNDRED SIXTY-FIVE THOUSAND AND NO/100** Dollars (*****$5,365,000.00*****). The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto.

Labor and Material security shall be in the sum of **TWO MILLION SIX HUNDRED EIGHTY-TWO THOUSAND FIVE HUNDRED AND NO/100** Dollars (*****$2,682,500.00*****). The estimated cost securing payment of labor and materials is fifty (50) percent of the total cost estimate of the improvements.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Developer further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

Exhibit "B"

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, his agents or employees, in the performance of the work, and all of said liabilities are assumed by Developer. Developer agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Developer, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

FOURTH: The Developer hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed the work within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. The Developer's obligation under this provision shall be secured by the bonds securing performance of this Agreement.

SIXTH: The Developer, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If the Developer, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Developer because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

EIGHTH: Developer agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Developer of the insufficiency of said bonds. Developer reserves the right to substitute the form of security in accordance with the City's Municipal Code at anytime during the term of this agreement, subject to approval by the City Engineer and City Attorney.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time **may** be granted by the City from time to time, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds, Developer further agrees to maintain the aforesaid bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City:
City Engineer
P.O. Box 88005
14177 Frederick
Moreno Valley, CA 92552-0805

Developer:
I-215 Logistics, LLC
A Delaware limited liability company
3501 Jamboree Road, Suite 230
Newport Beach, CA 92660

IN WITNESS WHEREOF Developer has affixed his name, address and seal.

Date approved by the City: _____

I-215 Logistics, LLC A Delaware limited liability company:
Developer

BY: _____
Signature

THOMAS A. BAK
Print/Type Name

Vice President
Title

BY: _____
Signature

David Nazeryk
Print/Type Name

VP
Title

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

By: _____
City Clerk

(SEAL)

CITY OF MORENO VALLEY

By: _____
Mayor

APPROVED AS TO FORM:
CITY ATTORNEY

Date: _____

By: _____
City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED IN QUADRUPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; PINK - DEVELOPER; GREEN - SURETY; BLUE - PROJECT FILE

W:\LandDev\MANAGEMENT ASSISTANT\Agreement Bond Packets\PA06-0021 - Agreement.doc

ACKNOWLEDGMENT

State of California
County of Orange)

On August 23, 2012 before me, R. Flandez, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

R. FLANDEZ
Commission # 1916162
Notary Public - California
Orange County
My Comm. Expires Jan 6, 2015

ACKNOWLEDGMENT

State of California
County of Orange)

On August 23, 2012 before me, R. Flandez, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

R. FLANDEZ
Commission # 1916162
Notary Public - California
Orange County
My Comm. Expires Jan 6, 2015

Item No. A.4

MV00178750

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 1 of 8

CMJ

PROJECT: PA06-0021
PM 34577
Trammell Crow

DATE: 8/22/12
PREPARED BY: C. Jimenez

PUBLIC PAVEMENT SECTIONS

TYPE			QUANTITY UNIT	UNIT PRICE	TOTAL
Street Work - Non DIF Non TUMF					
Roadway Excavation			2440 C.Y.	29.00	70,760
A.B. Class II - Cardinal	1	Thickness (ft.)			
	39694	S.F.	2877 Ton	33.00	94,941
A.C. - Cardinal	0.5	Thickness (ft.)			
	39694	S.F.	1438 Ton	80.00	115,040
Roadway Excavation			0 C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)			
	0	S.F.	0 Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)			
	0	S.F.	0 Ton	80.00	0
Street Work - DIF					
Roadway Excavation			4000 C.Y.	29.00	116,000
A.B. Class II - San Michele	1	Thickness (ft.)			
	54879	S.F.	3978 Ton	33.00	131,274
A.C. - San Michele	0.5	Thickness (ft.)			
	54879	S.F.	1989 Ton	80.00	159,120
Roadway Excavation			930 C.Y.	29.00	26,970
A.B. Class II - Indian	0.75	Thickness (ft.)			
	13610	S.F.	740 Ton	33.00	24,420
A.C. - Indian	0.45	Thickness (ft.)			
	13610	S.F.	444 Ton	80.00	35,520
Roadway Excavation			0 C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)			
	0	S.F.	0 Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)			
	0	S.F.	0 Ton	80.00	0
Street Work - TUMF					
Roadway Excavation			3700 C.Y.	29.00	107,300
A.B. Class II - Heacock	1	Thickness (ft.)			
	65409	S.F.	4742 Ton	33.00	156,486
A.C. - Heacock	0.5	Thickness (ft.)			
	65409	S.F.	2371 Ton	80.00	189,680
Roadway Excavation			0 C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)			
	0	S.F.	0 Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)			
	0	S.F.	0 Ton	80.00	0
Roadway Excavation			0 C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)			
	0	S.F.	0 Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)			
	0	S.F.	0 Ton	80.00	0
				SUBTOTAL:	1,227,511

REGISTERED PROFESSIONAL ENGINEER
C047255
Exp 12/31/13
CIVIL
STATE OF CALIFORNIA

Item No. A.4

MV00178751

EXHIBIT "A"
ENGINEER'S ESTIMATE

DATE: 8/22/12
PREPARED BY: C. Jimenez CMJ

PROJECT: PA06-0021
PM 34577
Trammell Crow

PUBLIC STREET WORK

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Offsite Street Work				
Pavement				
Grind & Pave 0.15'	0	S.F.	3.25	0
A.C. Cap/Overlay	0	Ton	80.00	0
Slurry Seal (Based on $150/Ton Type II)	4450	S.Y.	2.25	10,013
Paving Fabric	0	S.Y.	1.20	0
Sawcut	3800	L.F.	3.00	11,400
Edge Taper AC Pavement	1720	S.F.	5.30	9,116
Trench Repaving	0	S.F.	12.00	0
A.C. Berm - 6"	0	L.F.	10.00	0
Remove Existing Barrier	20	L.F.	45.00	900
Adjust M.H. to Grade	11	EA.	800.00	8,800
Remove Existing Access Ramp	996	S.F.	4.00	3,984
Remove & Dispose Existing Pavement & Base	78739	S.F.	3.00	236,217
Remove Existing Cross Gutter	420	S.F.	4.00	1,680
Concrete				
P.C.C. Paving - 6"	0	S.F.	6.50	0
P.C.C. Paving - 8.5"	1575	S.F.	11.20	17,640
Curb and Gutter - 6"	0	L.F.	25.00	0
Curb and Gutter - 8"	4630	L.F.	30.00	138,900
Curb and Gutter - 6" (DIF Street Name)	0	L.F.	30.00	0
Curb and Gutter - 6" (TUMF Street Name)	0	L.F.	30.00	0
Cross Gutter and Spandrel	830	S.F.	10.25	8,508
Sidewalk	41320	S.F.	4.25	175,610
Sidewalk (DIF Street Name)	0	S.F.	7.00	0
Sidewalk (TUMF Street Name)	0	S.F.	7.00	0
Driveway Approach - 6"	0	S.F.	6.50	0
Driveway Approach - 8"	1290	S.F.	10.50	13,545
Wheelchair Ramp	4	EA.	2,600.00	10,400
Barricade	90	L.F.	100.00	9,000
Bus Bay	0	EA.	15,000.00	0
Miscellaneous				
Relocate Power Poles	0	EA.	30,000.00	0
Relocate Power Poles (DIF Street Name)	0	EA.	30,000.00	0
Erosion Control	0	AC	5,000.00	0
Relocate Existing Pullbox (City Specified Location)	11	EA.	250.00	2,750
				0
			SUBTOTAL	668,462
Traffic Improvements				
Traffic Striping (DIF Street)	0	L.S.	–	0
Street Name Sign	1	EA.	500.00	500
Stop Sign	0	EA.	200.00	0
Signs and Posts	0	EA.	200.00	0
Signs and Posts (DIF Street)	0	EA.	200.00	0
Street Sweeping Sign	0	EA.	200.00	0
Traffic Control	1	L.S.	10000	10,000
Traffic Control (DIF Street Name)	0	L.S.	10000	0
Type "F" Pavement Delineator @ 20' Along Taper	300	L.F.	25.00	7,500
			SUBTOTAL:	10,500
Bondable Street Work Only (not plan checked)				
Undergrounding of Utilities	1200	L.F.	198.00	237,600
Monuments	10	EA.	300.00	3,000
			SUBTOTAL:	240,600

REGISTERED PROFESSIONAL ENGINEER
C 047255
EXP 12/31/13
CIVIL
STATE OF CALIFORNIA

Item No. A.4

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: PA06-0021
PM 34577
Trammell Crow

PUBLIC STREET WORK (CONTINUED)

DATE: 8/22/12
PREPARED BY: C. Jimenez CMJ

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Special Districts				
Landscaping - Medians	0	S.F.	6.00	0
Landscaping - Parkways	0	S.F.	6.00	0
Street Lights (9500 lumen)	0	EA.	5,000.00	0
Street Lights (22000 lumen)	35	EA.	6,000.00	210,000
			SPECIAL DISTRICTS SUBTOTAL:	210,000
Moreno Valley Utilities				
Electrical Utility Infrastructure	1	L.S.	1,000,000.00	1,000,000
			MVU SUBTOTAL:	1,000,000
Water Quality Basin				
Landscaping	0	S.F.	6.00	0
Filtration Devices	0	EA	0	0
Access Ramp PCC	0	S.F.	0	0
Low-Flow Pipe System	0	L.F.	0	0
Headwalls	0	EA	0	0
Outlets	0	EA	0	0
Risers	0	EA	0	0
Forebay PCC	0	S.F.	0	0
Toe of slope protection PCC	0	S.F.	20.00	0
			WQB SUBTOTAL:	0
Transportation Engineering				
Traffic Signal New (Interconnect, Controller, Software, Initial Coordination,	1	EA.	272,000.00	272,000
Traffic Signal Modification	1	L.S.	100000	100,000
Traffic Signal Interconnect (Existing Signals Only)	1200	L.F.	30.00	36,000
			TRANSPORTATION SUBTOTAL:	408,000

REGISTERED PROFESSIONAL ENGINEER
C 047255
EXP 12/31/13
CIVIL
STATE OF CALIFORNIA

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: PA06-0021
PM 34577
Trammell Crow

PUBLIC STORM DRAIN SYSTEM

DATE: 8/22/12
PREPARED BY: C. Jimenez CMJ

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipe				
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	1580	L.F.	160.00	252,800
24" Reinforced Concrete Pipe (DIF Street Name)	0	L.F.	160.00	0
30" Reinforced Concrete Pipe	0	L.F.	180.00	0
36" Reinforced Concrete Pipe	180	L.F.	190.00	34,200
39" Reinforced Concrete Pipe	0	L.F.	200.00	0
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
66" Reinforced Concrete Pipe	0	L.F.	375.00	0
72" Reinforced Concrete Pipe	0	L.F.	414.00	0
78" Reinforced Concrete Pipe	0	L.F.	459.00	0
84" Reinforced Concrete Pipe	0	L.F.	505.00	0
90" Reinforced Concrete Pipe	0	L.F.	557.00	0
96" Reinforced Concrete Pipe	0	L.F.	613.00	0
102" Reinforced Concrete Pipe	0	L.F.	671.00	0
108" Reinforced Concrete Pipe	0	L.F.	724.00	0
114" Reinforced Concrete Pipe	0	L.F.	785.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
60" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Reinforced Concrete Structure	0	C.Y.	600.00	0
8' X 10' Reinforced Concrete Box	0	C.Y.	1200.00	0
8' X 12' Reinforced Concrete Box	0	C.Y.	1400.00	0
2 - 72" Reinforced Concrete Pipe	0	L.F.	840.00	0
3 - 4' X 2' Reinforced Concrete Pipe	0	L.F.	461.00	0
	0		0.00	0
Manholes				
Manhole No. 1	4	EA.	5000.00	20,000
Manhole No. 2	0	EA.	7200.00	0
Manhole No. 3	0	EA.	8500.00	0
Manhole No. 4	0	EA.	10000.00	0
	0		0.00	0
Catch Basins				
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	7	EA.	5500.00	38,500
Catch Basin (10')	0	EA.	6000.00	0
Catch Basin (14')	0	EA.	8000.00	0
Catch Basin (21')	0	EA.	12500.00	0
Local Depressions	7	EA.	535.00	3,745
Catch Basin (3.5') (DIF Street Name)	0	EA.	3100.00	0
Catch Basin (7') (DIF Street Name)	0	EA.	5500.00	0
Catch Basin (10') DIF Street Name)	0	EA.	6000.00	0
Catch Basin (14') (DIF Street Name)	0	EA.	8000.00	0
Catch Basin (21') (DIF Street Name)	0	EA.	12500.00	0
Local Depressions (DIF Street Name)	0	EA.	535.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	0	EA.	2100.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Removal/Relocation- Catch Basin	0	EA.	5000.00	0
Grated Catch Basin	0	EA.	6000.00	0
Headwall	0	EA.	5500.00	0

REGISTERED PROFESSIONAL ENGINEER
C 047255
EXP 12/31/13
CIVIL
STATE OF CALIFORNIA

Item No. A.4

EXHIBIT "A"
ENGINEER'S ESTIMATE

DATE: 8/22/12
PREPARED BY: C. Jimenez CMJ

PROJECT: PA06-0021
PM 34577
Trammell Crow

PUBLIC STORM DRAIN SYSTEM (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Structures				
Transition Structure	1	EA.	5500.00	5,500
Junction Structure	8	EA.	6500.00	52,000
Type IX Inlet Structure	0	EA.	2500.00	0
Inlet Structure (drop)	0	EA.	4000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48")	0	EA.	3000.00	0
Headwall	0	EA.	6500.00	0
Concrete Collar (Grater than 48")	0	EA.	5000.00	0
Modified Junction Structure	0	EA.	15000.00	0
End Cap	3	EA.	1000.00	3,000
Drains				
Terrace Drain	0	S.F.	10.00	0
Down Drain	0	S.F.	10.00	0
Parkway Drain	0	EA.	3500.00	0
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	0	EA.	250.00	0
"V" Gutter	0	S.F.	10.00	0
	0		0	0
Miscellaneous				
Rip Rap	0	TON	60.00	0
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
Manhole Shaft	0		6000.00	0
Access Opening	0		15000	0
			SUBTOTAL:	409,745

REGISTERED PROFESSIONAL ENGINEER
C 047255
EXP 12/31/13
CIVIL
STATE OF CALIFORNIA

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: PA06-0021
PM 34577
Trammell Crow

PUBLIC WATER SYSTEMS

DATE: 8/22/12
PREPARED BY: C. Jimenez CMJ

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Water System				
2" PVC Service Line Recyled Water System	109	L.F.	25.00	2,725
6" PVC C-900	33	L.F.	30.00	990
8" PVC C-900	240	L.F.	35.00	8,400
10" PVC C-900	0	L.F.	40.00	0
12" PVC C-900	1495	L.F.	60.00	89,700
16" PVC C-900	0	L.F.	90.00	0
18" PVC C-900	0	L.F.	135.00	0
20" PVC C-900	0	L.F.	180.00	0
8" PVC C-900 Recycled Water System	2863	L.F.	35	100,205
Valves - Water System				
4" Gate Valve	0	EA.	715.00	0
6" Gate Valve	0	EA.	830.00	0
8" Gate Valve Recycled Water System	4	EA.	1,340.00	5,360
10" Gate Valve	0	EA.	1,500.00	0
12" Gate Valve	4	EA.	2,300.00	9,200
16" Gate Valve	0	EA.	6,270.00	0
18" Gate Valve	0	EA.	14,300.00	0
4" Butterfly Valve	0	EA.	330.00	0
6" Butterfly Valve	0	EA.	520.00	0
8" Butterfly Valve	0	EA.	990.00	0
10" Butterfly Valve	0	EA.	1,200.00	0
12" Butterfly Valve	0	EA.	1,800.00	0
16" Butterfly Valve	0	EA.	2,700.00	0
18" Butterfly Valve	0	EA.	2,800.00	0
20" Butterfly Valve	0	EA.	4,200.00	0
24" Butterfly Valve	0	EA.	5,200.00	0
1" Air Vac Release	0	EA.	2,400.00	0
2" Air Vac Release	0	EA.	4,000.00	0
2" Backflow Preventor, Pad & Cover	0	EA.	4,300.00	0
4" Blow Off	0	EA.	3,500.00	0
6" Blow Off	0	EA.	4,000.00	0
	0		0.00	0
Fire Hydrants - Water System				
6" Standard Fire Hydrants	0	EA.	4,000.00	0
6" Super Fire Hydrants	11	EA.	4,500.00	49,500
	0		0.00	0
Services Connections				
1" Service	0	EA.	800.00	0
1" Service w/ 5/8" Service	0	EA.	2,000.00	0
1 1/2" Service	0	EA.	1,100.00	0
2" Service Recycled Water System	2	EA.	1,600.00	3,200
	0		0.00	0
Fittings - Water System				
Misc. Fittings 4"	0		120.00	0
Misc. Fittings 6"	0		160.00	0
Misc. Fittings 8" Recycled Water System	4		200.00	800
Misc. Fittings 10"	0		240.00	0
Misc. Fittings 12"	4		750.00	3,000
	0		0.00	0
Water Meters - Water System				
5/8" Meter	0		230.00	0
1" Meter	0		320.00	0
1 1/2" Meter	0		420.00	0
2" Meter	0		625.00	0
	0		0.00	0
Hot Tap Connections - Water System				
6" Hot Tap	0	EA.	1,750.00	0
8" Hot Tap	0	EA.	2,200.00	0
12" Hot Tap	4	EA.	3,150.00	12,600
Hot Tap Service Clamp	0	EA.	1,000.00	0
Water Service	0	EA.	330.00	0
	0		0.00	0

REGISTERED PROFESSIONAL ENGINEER
C 047255
EXP 12/31/13
CIVIL
STATE OF CALIFORNIA

Item No. A.4

CMJ

Miscellaneous - Water System			
Thrust Block	0 CY	150.00	0
Jack & Bore	0 L.F.	300.00	0
Joint at Existing 8"	0 EA.	650.00	0
Adjust Water Meter Box to Grade	0 EA.	235.00	0
	0	0.00	0
		SUBTOTAL:	285,680

REGISTERED PROFESSIONAL ENGINEER
C 047255
EXP 12/31/13
CIVIL
STATE OF CALIFORNIA

EXHIBIT "A"
ENGINEER'S ESTIMATE

DATE: 8/22/12
PREPARED BY: C. Jimenez CMJ

PROJECT: PA06-0021
PM 34577
Trammell Crow

PUBLIC SEWER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Sewer System				
4" V.C. Pipe	0	L.F.	25.00	0
6" V.C. Pipe	0	L.F.	40.00	0
8" V.C. Pipe	180	L.F.	55.00	9,900
10" V.C. Pipe	0	L.F.	60.00	0
12" V.C. Pipe	0	L.F.	70.00	0
15" V.C. Pipe	0	L.F.	80.00	0
18" V.C. Pipe	0	L.F.	160.00	0
21" V.C. Pipe	0	L.F.	180.00	0
24" V.C. Pipe	0	L.F.	195.00	0
27" V.C. Pipe	0	L.F.	215.00	0
30" V.C. Pipe	0	L.F.	235.00	0
33" V.C. Pipe	0	L.F.	280.00	0
36" V.C. Pipe	0	L.F.	300.00	0
4" SDR - 35	0	L.F.	25.00	0
6" SDR - 35	0	L.F.	30.00	0
8" SDR - 35	0	L.F.	35.00	0
10" SDR - 35	0	L.F.	45.00	0
12" SDR - 35	0	L.F.	54.00	0
15" SDR - 35	0	L.F.	90.00	0
Concrete Encasement	0	L.F.	20.00	0
	0		0.00	0
Cleans Outs - Sewer System				
Clean-outs	0	EA.	730.00	0
Clean Out Lateral	0	EA.	200.00	0
	0		0.00	0
Manholes - Sewer System				
Standard Manhole 48"	3	EA.	3,140.00	9,420
Standard Manhole 48" Extra Depth	0	EA.	3,500.00	0
Standard Manhole 60"	0	EA.	4,500.00	0
Shallow Manhole	0	EA.	3,300.00	0
Adjust Manhole to Grade	0	EA.	630.00	0
Tie Into Existing Manhole	0	EA.	2,100.00	0
Rechannel Existing Manhole	0	EA.	1,500.00	0
Join Existing 8" Pipe	0	EA.	1,500.00	0
Join Existing 12" Pipe	0	EA.	2,000.00	0
Pavement around MH	0	S.F.	14.00	0
	0		0.00	0
Miscelleneous - Sewer System				
Wyes	0	EA.	90.00	0
TV Sewer	0	L.F.	1.20	0
Trench Paving	200	S.F.	5.00	1,000
Pavement Replacement	0	S.F.	3.00	0
			SUBTOTAL:	20,320

REGISTERED PROFESSIONAL ENGINEER
C 047255
EXP 12/31/13
CIVIL
STATE OF CALIFORNIA

Item No. A.4

EXHIBIT "A"
ENGINEER'S ESTIMATE

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
BOND COMPUTATION SHEET

PROJECT: PA06-0021
PM 34577
Trammell Crow

DATE:
PREPARED BY: C. Jimenez

IMPROVEMENT TYPE:

PAVEMENT SECTION WORK	:	$1,227,511
OFFSITE STREET WORK	:	$558,462
SPECIAL DISTRICTS	:	$210,000
MORENO VALLEY UTILITIES	:	$1,000,000
WATER QUALITY BASIN	:	$0
TRANSPORTATION ENGINEERING	:	$408,000
STORM DRAIN SYSTEM	:	$409,745
WATER SYSTEM & RECYCLED	:	$285,680
SEWER SYSTEM	:	$20,320
TRAFFIC IMPROVEMENTS	:	$10,600
BONDABLE WORK (not plan checked)	:	$240,600
TOTAL COST (VALUE) OF IMPROVEMENTS:		$4,470,818
+20% CONTINGENCY:		$894,164
TOTAL WITH STANDARD CONTINGENCY:		$5,364,982

BOND AMOUNT: $5,365,000

WELLS FARGO

Wells Fargo Bank, N.A.
U.S. Trade Services
Standby Letters of Credit
MAC A0195-212
One Front Street, 21st Floor
San Francisco, California 94111
Phone: 1(800)798-2815 Option 1
E-Mail: sftrade@wellsfargo.com

IRREVOCABLE LETTER OF CREDIT AS FAITHFUL PERFORMANCE BOND

Irrevocable Letter of Credit No.IS0014770U

Project No. PA06-0021 (PM 34577)

Dated: SEPTEMBER 07, 2012

Public R/W
Improvements US $5,365,000.00

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

Re: Irrevocable Letter of Credit Delivered as Improvement Security Pursuant to California Government Code Sections 66499 et seq. and Regulations of the City of Moreno Valley

Gentlemen:

Wells Fargo Bank, N.A., a financial institution subject to regulation by the State of California and the United States Government, establishes and delivers to the City of Moreno Valley this irrevocable letter of credit in your favor for the account of I-215 Logistics, LLC A Delaware Limited Liability Company located at 3501 Jamboree Rd., Suite 230 Newport Beach, CA 92660 up to an aggregate sum of Five Million Three Hundred Sixty Five Thousand and No/100Dollars (US $5,365,000.00) as "Improvement Security" as required by Government Code Sections 66499 et seq. and Regulations of the City of Moreno Valley, for Project No. PA06-0021 (PM 34577).

All or any portion of the funds available pursuant to this irrevocable letter of credit will be paid upon the written demand of the City of Moreno Valley. The written demand need not present documentation of any type as a condition of payment, including proof of loss, but will be available by your draft at sight drawn on us and accompanied by your signed certification stating either that:

1. "I-215 Logistics, LLC A Delaware Limited Liability Company has not complied with the performance requirements as set forth in the agreements entered into with the City of Moreno Valley."

Exhibit "C"

Together we'll go far

Item No. A.4

WELLS FARGO

OR

2. "I-215 Logistics, LLC A Delaware Limited Liability Company has not maintained the offsite improvements as set forth in the agreements entered into with the City of Moreno Valley for the one year guarantee and warranty period provided, however, that the maximum amount which may be drawn under this subparagraph 2. shall be limited to 10% of the letter of credit.

This irrevocable letter of credit expires at the institution's counter on September 05, 2013; however, it is a condition of this letter of credit that it shall be deemed automatically extended without amendment for successive one year periods from the present and all future expiration dates thereof unless 60 days prior to any such date the institution shall notify the City in writing that the institution elects not to consider this letter of credit renewed for any such additional period.

Upon our sending you such notice of the non-extension of the expiration date of this Letter of Credit, you may also draw under this Letter of Credit, on or before the Final Expiration Date specified in such notice, by presentation of the following documents to us at our above address:

1. A draft drawn on us at sight marked "Drawn under Wells Fargo Bank, N.A. Standby Letter of Credit No. IS0014770U."

2. The original of this Standby Letter of Credit and any amendments thereto.

3. Your signed and dated statement worded as follows (with the instructions in brackets therein complied with):

The undersigned, an authorized representative of the beneficiary of Wells Fargo Bank, N. A. Letter of Credit No. IS0014770U, hereby certifies that it has received notification from Wells Fargo Bank, N.A. that this letter of credit will not be extended past its current expiration date. The undersigned further certifies that (i) as of the date of this statement, it has not received a letter of credit or other instrument acceptable to it as a replacement; and (ii) I-215 Logistics, LLC a Delaware Limited Liability Co. has not been released from its obligations."
I.L.O.C (FP) NO. IS0014770U

Together we'll go far

WELLS FARGO

PROJECT NO. PA06-0021 (PM 34577)
PAGE 3 OF 3

When the work is completed to the satisfaction of the City, the City Engineer of the City of Moreno Valley will accept the work and thereupon the amount of the obligation of this security will be reduced by 90% with the remaining 10% will be held as security for a one year guarantee period and warranty period provided for in the agreements.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This Letter of Credit is Irrevocable.

Wells Fargo Bank, N.A.
(TYPE/PRINT - INSTITUTION)

By: Sharon Peace-Smoot

Sharon Peace-Smoot, AVP
(TYPE/PRINT – NAME & TITLE)

By: Angie Mendenhall

Angie Mendenhall, Operations Officer
(TYPE/PRINT – NAME & TITLE)

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF Forsyth; TO WIT:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 7th DAY OF September, 2012 BY NAME AND TITLE Sharon Peace-Smoot, AVP + Angie Mendenhall, Operations Officer.

(NOTARY PUBLIC)

OFFICIAL SEAL
Notary Public, North Carolina
COUNTY OF STOKES
LINDA A. HAMPTON
My Commission Expires 11-30-16

MY COMMISSION EXPIRES: 11-30-2016

Together we'll go far

Item No. A.4

MV00178762

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MV00178763

WELLS FARGO

Wells Fargo Bank, N.A.
U.S. Trade Services
Standby Letters of Credit
MAC A0195-212
One Front Street, 21st Floor
San Francisco, California 94111
Phone: 1(800)798-2815 Option 1
E-Mail: sftrade@wellsfargo.com

IRREVOCABLE LETTER OF CREDIT AS FAITHFUL PERFORMANCE BOND

Irrevocable Letter of Credit No.IS0014767U

Project No. PA06-0021 (PM 34577)

Dated: SEPTEMBER 07, 2012

Public R/W
Improvements US $2,682,500.00

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

Re: Irrevocable Letter of Credit Delivered as Security for Labor and Materials Pursuant to Government Code Sections 66499 et seq. and Regulations of the City of Moreno Valley

Gentlemen:

Wells Fargo Bank, N.A., a financial institution subject to regulation by the State of California and the United States Government, establishes and delivers to the City of Moreno Valley this irrevocable letter of credit in your favor for the account of I-215 Logistics, LLC A Delaware Limited Liability Company located at 3501 Jamboree Rd., Suite 230 Newport Beach, CA 92660 up to an aggregate sum of Two Million Six Hundred Eighty Two Thousand Five Hundred and No/100Dollars (US $2,682,500.00) as "ISecurity for Labor and Materials" as required by Government Code Sections 66499 et seq. and Regulations of the City of Moreno Valley, for Project No. PA06-0021 (PM 34577).

All or any portion of the funds available pursuant to this irrevocable letter of credit will be paid upon the written demand of the City of Moreno Valley. The written demand need not present documentation of any type as a condition of payment, including proof of loss, but will be available by your draft at sight drawn on us and accompanied by your signed certification stating either that:

1. "I-215 Logistics, LLC A Delaware Limited Liability Company has not complied with the labor and material payment requirements as set forth in the agreements entered into with the City of Moreno Valley."

Exhibit "D"

Together we'll go far

WELLS FARGO

This irrevocable letter of credit expires at the institution's counter on September 05, 2013; however, it is a condition of this letter of credit that it shall be deemed automatically extended without amendment for successive one year periods from the present and all future expiration dates thereof unless 60 days prior to any such date the institution shall notify the City in writing that the institution elects not to consider this letter of credit renewed for any such additional period.

Upon our sending you such notice of the non-extension of the expiration date of this Letter of Credit, you may also draw under this Letter of Credit, on or before the Final Expiration Date specified in such notice, by presentation of the following documents to us at our above address:

1. A draft drawn on us at sight marked "Drawn under Wells Fargo Bank, N.A. Standby Letter of Credit No. IS0014767U."

2. The original of this Standby Letter of Credit and any amendments thereto.

3. Your signed and dated statement worded as follows (with the instructions in brackets therein complied with):

The undersigned, an authorized representative of the beneficiary of Wells Fargo Bank, N. A. Letter of Credit No. IS0014767U, hereby certifies that it has received notification from Wells Fargo Bank, N.A. that this letter of credit will not be extended past its current expiration date. The undersigned further certifies that (i) as of the date of this statement, it has not received a letter of credit or other instrument acceptable to it as a replacement; and (ii) I-215 Logistics, LLC a Delaware Limited Liability Co. has not been released from its obligations."

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney fees incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This Letter of Credit is Irrevocable.

Together we'll go far

WELLS FARGO

...C (FP) NO. IS0014767U
PROJECT NO. PA06-0021 (PM 34577)

Wells Fargo Bank, N.A.
(TYPE/PRINT - INSTITUTION)

By: Sharon Peace-Smoot

Sharon Peace-Smoot, AVP
(TYPE/PRINT – NAME & TITLE)

By: Angie Mendenhall

Angie Mendenhall, Operations officer
(TYPE/PRINT – NAME & TITLE)

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF Forsyth; TO WIT:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 7th DAY OF September, 2012 BY NAME AND TITLE Sharon Peace Smoot, AVP + Angie Mendenhall, Operations Officer

(NOTARY PUBLIC)

OFFICIAL SEAL
Notary Public, North Carolina
COUNTY OF STOKES
LINDA A. HAMPTON
My Commission Expires 11-30-16

MY COMMISSION EXPIRES: 11-30-2016

Together we'll go far

Item No. A.4

MV00178766

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MV00178767

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: September 25, 2012

TITLE: FIRST AMENDMENT TO AGREEMENT WITH DMC DESIGN GROUP FOR MORENO TOWNSITE AREA STORM DRAIN AND MISCELLANEOUS STREET IMPROVEMENTS BETWEEN ALESSANDRO BOULEVARD AND DRAINAGE FACILITY LINE F - PROJECT NO. 801 0011 70 77 - 2001

RECOMMENDED ACTION

Staff recommends that the City Council

1. Approve the First Amendment to Agreement for Professional Consultant Services with DMC Design Group to revise and complete the design for the Moreno Townsite Area Storm Drain and Miscellaneous Street Improvements.

2. Authorize the City Manager or his designee to continue negotiating the cost proposal and then execute said Amendment to Agreement for Professional Consultant Services with DMC Design Group, subject to approval of the City Attorney.

3. Authorize an increase in the Purchase Order to DMC Design Group in the amount of up to but not to exceed $57,820 once the final cost negotiations are concluded and the amendment to agreement has been signed by all parties.

BACKGROUND

This project involves the design and construction of a storm drain system in Redlands Boulevard south of Alessandro Boulevard to mitigate flooding within the Moreno Townsite Area. The project also includes miscellaneous street improvements associated with construction of the storm drain.

On February 8, 2011, the City Council accepted the initial Hazard Mitigation Grant Program (HMGP) funds in the amount of $1,178,000 from the Federal Emergency Management Agency (FEMA).

On April 26, 2011, the City Council approved an agreement with DMC Design Group (DMC) to provide design services, various environmental technical studies, and right-of-way engineering support for the project, as well as accepted additional HMGP funds in the amount of $322,000 from FEMA.

On January 10, 2012, the City Council adopted a Mitigated Negative Declaration (MND) for this project with mitigation measures to be included in the project's specifications to reduce all potential environmental impacts related to the project's construction phase to an acceptable level.

DISCUSSION

A portion of the proposed storm drain system was originally proposed to be designed and constructed in the middle of the Moreno Townsite Area, from Alessandro Boulevard to Campbell Avenue. With this alignment, the proposed storm drain would be in the same location of the existing low laying drainage swale called the Russell's Ditch that runs north-south through side yards of ten private properties in the neighborhood. Construction of these storm drain improvements necessitated the acquisition of storm drain easements from ten property owners.

Staff tried in earnest to acquire the required storm drain easements but was not able to obtain the easements necessary for construction and maintenance of the storm drain due to various property owners' concerns. In addition, because the storm drain easements cross private properties, there are existing improvements and obstructions within the proposed easements that will prevent Riverside County Flood Control and Water Conservation District (District) from accepting and maintaining the storm drain when construction is completed. In order to keep the project moving forward, the design needs to be modified to change a portion of the storm drain alignment.

DMC, with the District's concurrence, proposes to revise the design so that the storm drain mainline would be installed in Redlands Boulevard with laterals extending into Alessandro Boulevard, Kimberly Avenue, Maltby Avenue, and Campbell Avenue to convey storm water from the low lying areas. DMC proposes a not-to-exceed cost of $57,820 to complete additional design survey, hydrology and hydraulic studies, utility conflict investigations, coordination with the District, plans and bid documents for advertising for constructions bids. However, as this time, the Public Works Director/City Engineer as the City Manager's designee continues to negotiate the cost proposal with DMC.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. Because FEMA grant funds are involved, the project must continue in an expeditious manner. *This alternative will allow for the project to keep its design momentum necessary for the construction of much needed storm drain and street improvements within the Moreno Townsite Area.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay much needed storm drain and street improvements within the Moreno Townsite Area and may significantly affect the disposition of the FEMA grant funds.*

FISCAL IMPACT

This project is included in Fiscal Year 2012-2013 Capital Improvements Project Budget and financed by FEMA-HMGP Grant Funds and Measure "A" as local match funds. There is no impact to the General Fund.

BUDGETED FUNDS FOR THE PROJECT:
Street Improvement Program (Account No. 2001-70-77-80001 801 0011 70 77) $1,694, 953

ESTIMATED PROJECT COSTS:

Design Cost*	$ 40,000
Additional Design Cost	$ 58,000
Construction	$1,450,000
Construction Geotechnical Services and Survey Services	$ 60,000
Project Management, Administration and Inspection	$ 60,000
Total	$1,668,000

**Balance of previous funding authorization*

ANTICIPATED PROJECT SCHEDULE

Design Complete	March 2013
Advertise and Award Construction Contract	April 2013
Construction Complete	November 2013

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Staff recommends approval of the First Amendment to Agreement for Professional Consultant Services and an increase to the purchase order with DMC Design Group up to $57,820 for completion of the design for the Moreno Townsite Area Storm Drain and Miscellaneous Street Improvements project. These improvements will help to mitigate the flooding for this area.

ATTACHMENTS

Attachment "A" – Location Map
Attachment "B" – First Amendment to Agreement for Professional Consultant Services

Prepared By:
Quang Nguyen
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Asst. City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00178773

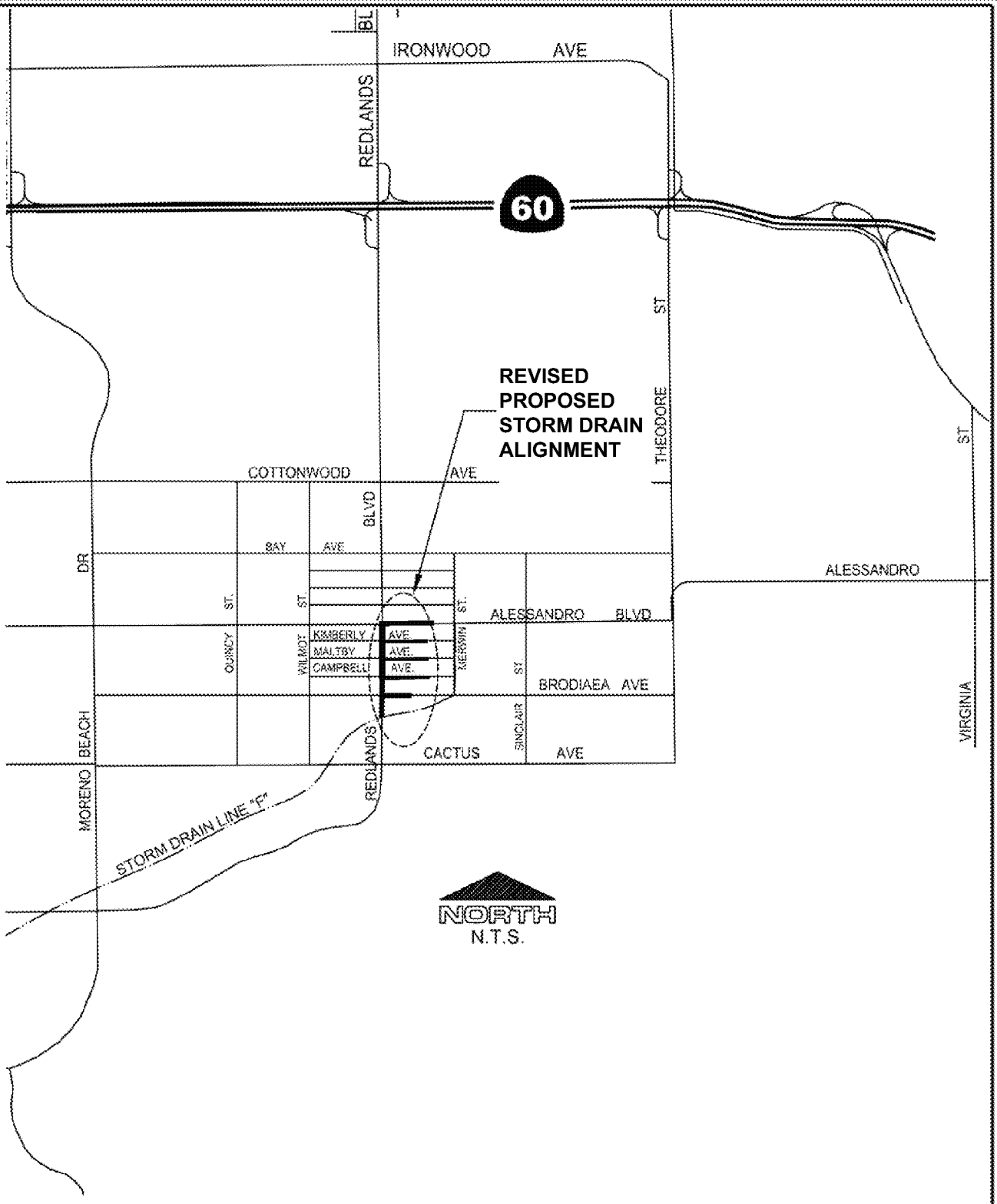

LOCATION MAP

Public Works Department
Capital Projects Division

MORENO TOWNSITE AREA STORM DRAIN AND MISCELLANEOUS STREET IMPROVEMENTS

ATTACHMENT "A"

PROJECT NO. 801 0011 70 77-2001

Item No. A.5

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MV00178775

Exhibit "A"

FIRST AMENDMENT TO AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES PROJECT NO. 801 0011 70 77-2001

This First Amendment to Agreement is by and between the City of Moreno Valley, a municipal corporation, hereinafter referred to as "City," and DMC Design Group, Inc., a California corporation, hereinafter referred to as "Consultant." This First Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "Agreement for Design Professional Consultant Services," hereinafter referred to as "Agreement," dated May 19, 2011.

Whereas, the Consultant is providing consultant design services for Moreno Townsite Area Storm Drain and Miscellaneous Street Improvements between Alessandro Boulevard and Drainage Facility Line F.

Whereas, it is desirable to amend the Agreement to expand the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this First Amendment.

Whereas, the Consultant has submitted a Proposal dated September 10, 2012, for expansion of the scope of work to be performed. A copy of said Proposal is attached as "Exhibit A -- First Amendment" and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT

1.1 The Agreement termination date is extended from May 31, 2013 to May 31, 2014, unless the termination date is further extended by an Amendment to the Agreement.

AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0011 70 77-2001

1.2 Exhibit "B" to the Agreement is hereby amended by adding to the scope of work section described in "Exhibit A – First Amendment," entitled "Proposed for Additional Professional Design Consultant Services for the Realignment of Storm Drain Improvements in the Moreno Townsite Area between Alessandro Boulevard and Drainage Facility Line F."

1.3 Exhibit "D" to the Agreement is hereby further amended by adding to the cost proposal in the amount of $57,820 as described in said "Exhibit A -- First Amendment."

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $57,820, in consideration of the Consultant's performance of the work set forth in "Exhibit A -- First Amendment."

1.5 The total "Not to Exceed" fee for this contract is $229,836 ($172,016 for the original Agreement plus $57,820 for the First Amendment to Agreement).

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0011 70 77-2001

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
City Manager

_____
Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

DMC Design Group, Inc.

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

Attachments: "Exhibit A – First Amendment"

DMC Design Group, Inc.
Maple Centre
140 N. Maple St., Suite 104
Corona, CA 92880

(951) 549-8100 Fax (951) 549-8102

DMC DESIGN GROUP

Exhibit "A" First Amendment

September 11, 2012

Quang Nguyen, P.E.—Senior Engineer
City of Moreno Valley
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805

RE Proposal for Additional Professional Design Consultant Services for the Realignment of Storm Drain Improvements in the Moreno Townsite Area between Alessandro Boulevard and Drainage Facility Line F (Project No. 11-12566730)

Dear Mr. Nguyen:

On August 27, 2012, revised storm drain alignment/conceptual plan for proposed drainage improvements in the Moreno Townsite Area were submitted to the City and Riverside County Flood Control and Water Conservation District. The revised alignment was required to avoid the acquisition of permanent drainage easements for the box culvert structure through properties within the Moreno Townsite community. To comply with this new alignment, it will be necessary to revise construction plans, specifications and estimates completed to date before proceeding to preparation of final bid ready construction documents.

Based upon the August 27, 2012 alignment plan submitted to the City/RCFC, DMC estimates the following effort will be required to revise the existing plans, specifications and estimates:

• **Task 3 Topographic Survey** 16 hrs @ $200/hr (2 man survey team) + 4 hrs @ $115/hr (Survey Manager)	$3,660
• **Task 4 Base Map** 16 hrs @ $90/hr (CAD Op)	$1,440
• **Task 5 Utility Coordination** 20 Utility Pot Holes @ $1,100/pothole + 16 hrs @ $90/hr (CAD Operator)	$23,440
• **Task 6 Right of Way Support** 16 hrs @ $90/hr (CAD Operator)	$1,440
• **Task 9.02 Special Studies** (Drainage) 24 hrs @ $110/hr (Design Engineer)	$2,640
• **Task 10 PS&E** 160 hrs @ $90/hr (CAD Op.) + 24 hrs @ $110 (Design Engr.) + 4 hrs @ $130/hr (Proj. Engr.)	$17,560
• **Task 11 Coordination W/RCFC** 12 hrs @ $110/hr (Design Engr.)	$1,320
Total Additional Costs to Current Contract	**$51,500**

The additional costs outlined above are to revise existing plans to complete level based upon the new alignment. DMC will immediately begin this work once it receives written authorization to proceed from the City.

Should you have any questions or concerns, do not hesitate to contact me.

Sincerely,
DMC Design Group, Inc.

David M. Cosper, P.E., Q.S.D.
Principal Engineer

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MV00178781

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Abdul Ahmad, Fire Chief
Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: September 25, 2012

TITLE: AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO GLOBAL POWER GROUP, INC. FOR THE EMERGENCY OPERATIONS CENTER FAMILY CARE CENTER GENERATOR PROJECT – PROJECT NO. 803 0016 70 77

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract to Global Power Group, Inc. (GPG), 12060 Woodside Avenue, Lakeside, CA 92040, the lowest responsible bidder, for Emergency Operations Center Family Care Center Generator project.

2. Authorize the City Manager to execute a contract with GPG.

3. Authorize the issuance of a Purchase Order for $386,811.70 ($351,647.00 bid plus 10% contingency of $35,164.70) to GPG when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with GPG, up to but not to exceed the Purchase Order's total contingency amount of $35,164.70, subject to the approval of the City Attorney.

5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines that all contract requirements and punch-list items are completed by GPG, accept the improvements into the City's maintained system, and release the retention to Contractor if no claims have been filed against the project.

BACKGROUND

On December 14, 2010, City Council authorized the acceptance of the FY 2010 Emergency Operations Center (EOC) Grant in the amount of $400,000. City Council also approved the expenditure of the FY 2010 EOC Grant for the Generator Project, EOC Workstation/Peripheral Project, GIS Equipment Project, Traffic Management Display Wall Project, and WebEOC/Security Display Project. The portion of the grant awarded for the EOC Family Care Center Generator project expenditure is $229,600. The City's Conference and Recreation Center (CRC) is designated as the EOC Family Care Center.

On June 6, 2011, the City retained TMAD Taylor & Gaines (TTG) to provide Professional Consultant Services for the EOC Family Care Center Emergency Generator Analysis and Study.

At the September 26, 2011 Public Safety Subcommittee meeting, the Subcommittee recommended proceeding with constructing a new Emergency Generator for the EOC Family Care Center. Due to budget constraints, the Subcommittee also recommended upgrading the fuel tank at the existing generator as an additive alternate bid item subject to availability in funding. Staff was directed to bring this issue forward to the City Council for approval.

On October 25, 2011, City Council authorized the design of a new Emergency Generator for the EOC Family Care Center per the "Analysis and Study for the Existing and Proposed Generator for Civic Center Buildings" that was prepared by TTG. The City Council also authorized the upgrade of the fuel tank at the existing generator as an additive alternate bid item subject to the availability in funding.

On July 10, 2012, City Council authorized the equipment purchase from Johnson Power Systems for the 700 kw generator set and 5,000 gallon fuel tank at the EOC Family Care Center and the purchase of a new 5,000 gallon fuel tank for the existing generator at City Hall contingent upon available funding. City Council also authorized the appropriation of the savings in the amount of $458,000 from the 2005 Lease Revenue Bond Fund 3401 (previously Fund 501) for the Public Safety Building Conversion project to the EOC Family Care Center Generator.

The Planning Division has determined that this project qualifies for a Class 2 Categorical Exemption as defined in Section 15302 of the California Environmental Quality Act (CEQA) Guidelines.

DISCUSSION

On August 1, 2012, the Notice Inviting Bids was issued for the construction of the EOC Family Care Center Generator project which consists of the construction and installation of a new 700kW generator and accompanying 5,000 gallon fuel tank at the EOC Family Care Center with an additive alternate bid for the installation of the 5,000 gallon fuel tank at the existing generator located at City Hall.

Formal bidding procedures were followed in conformance with the Public Contract Code. The City Clerk opened bids at 2:00 p.m. on September 11, 2012. Two (2) bids were received as follows:

		Total Bid Amounts
1.	Global Power Group, Inc., Imperial, CA	$ 351,647
2.	Dalke & Sons Construction, Inc.	$ 598,160

The lowest responsible bidder was determined by the bid amount as stipulated in the bidding documents. Staff reviewed the GPG's bid and finds GPG to be the lowest responsible bidder in possession of a valid license and bid bond. No material issues were identified through review of references submitted by GPG in their bid.

The contract duration is one hundred & ten (110) working days, after the date of commencement specified in the Notice to Proceed to Fulfill Preconstruction Requirements. The timeframe includes pre-construction contractor submittals and permits, and actual construction. The base bid includes the demolition of the existing structure, construction of the new enclosure, and installation of the new 700 KW generator and 5,000 gallon diesel fuel tank, fuel day tank, and re-circulating pump system at the EOC Family Care Center. Additive Alternate "A" includes the demolition of the existing trash enclosure, construction of the new structure, and the installation of a 5,000 gallon fuel tank at the existing generator at City Hall. This new tank will bring the existing generator into compliance with the National Fire Prevention Association (NFPA) code 110-5.1.2 which requires adequate fuel capacity to run the generator for 96 hours. A new trash enclosure will also be constructed. Staff recommends authorizing both the Base Bid and Additive Alternate "A".

ALTERNATIVES

1. Authorize the recommended actions as presented in this staff report. *This alternative would facilitate the construction of needed EOC Family Care Center generator facilities, and upgrade the fuel tank to meet National Fire Prevention Association (NFPA) code.*

2. Do not authorize the recommended actions as presented in this staff report. *This alternative would delay the construction of needed facilities and delay the upgrade the fuel tank to meet National Fire Prevention Association (NFPA) code.*

FISCAL IMPACT

This project is funded in part with FY 2010 Emergency Operations Center Grant Fund (Fund 2511) and 2005 Lease Revenue Bond (Fund 3401) monies resulting in total available funding of $826,000.

There is no impact to the General Fund.

Fiscal Year 2012 / 2013 Available Budget:

EOC Grant Funds – Operating Budget
(Account No. 2511-40-47-80003 803 0016 70 77) $179,000
2005 Lease Revenue Bond
(Account No. 3401-70-77-80003 803 0016 70 77) $647,000
Total Available Budget..... $826,000

ESTIMATED DESIGN AND CONSTRUCTION RELATED COSTS:
Project Design $59,000
Generator System Cost at the EOC Family Care Center $246,000
Upgrade Fuel Tank Cost at City Hall $74,000
Construction Contract (with 10% contingency) $387,000
Construction Administration * $60,000
Total Estimated Design and Construction Related Costs $826,000

* Public Works and consultant staff will provide Project Management and Construction Administration.

ANTICIPATED PROJECT SCHEDULE:
Start Construction ..... November 2012
End Construction..... May 2013
Generator Commission ..... May 2013

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This construction project will install a new 700kW generator with an above-ground 5,000 gallon tank dedicated to EOC Family Care Center as the base bid and the new 5,000 gallon fuel tank next to the existing generator at City Hall as additive alternate bid. Staff recommends awarding a contract to GPG to construct these improvements.

NOTIFICATION

Adequate advance notification will be provided to all affected building tenants, all emergency response services, the public utilizing the services within the Emergency Operations Center Family Care Center and City Hall, Waste Management of the Inland Empire, and other interested parties, as required.

ATTACHMENTS

Attachment "A" – Agreement with Global Power Group, Inc.

Prepared By:
Henry Ngo
Senior Engineer, P.E,

Concurred By:
LeAnn Coletta, CEM
Office of Emergency Management and
Volunteer Services Program Manager

Concurred By:
Prem Kumar, P.E.,
Deputy Public Works Director / Assistant City Engineer

Department Head Concurrence:
Ahmad R. Ansari, P.E.
Public Works Director / City Engineer

Department Head Approval:
Abdul Ahmad
Fire Chief

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Agreement No._____

AGREEMENT

PROJECT NO. 803 0016 70 77
CITY OF MORENO VALLEY
EOC FAMILY CARE CENTER GENERATOR PROJECT

THIS Agreement, effective as of the date signed by the City of Moreno by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Global Power Group, Inc.**, hereinafter called the "Contractor."

That the City and the Contractor for the consideration hereinafter named, agree as follows:

1. **CONTRACT DOCUMENTS**. The Contract Documents consist of the following, which are incorporated herein by this reference:

A. Governmental approvals, including, but not limited to, permits required for the Work
B. Any and all Contract Change Orders issued after execution of this Agreement
C. This Agreement
D. Addenda Nos. 1 and 2 inclusive, issued prior to the opening of the Bids
E. City Special Provisions, including the General Provisions and Technical Provisions
F. Standard Specifications for Public Works Construction ("Greenbook") – latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
G. Reference Specifications/Reference Documents
H. Project Plans
I. City Standard Plans
J. The bound Bidding Documents
K. Contractor's Certificates of Insurance and Additional Insured Endorsements
L. Contractor's Bidder's Proposal and Subcontractor Listing

In the event of conflict between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the above order of precedence.

2. **REFERENCE DOCUMENTS**. The following Reference Documents are not considered Contract Documents and were provided to the Contractor for informational purposes:

A. None

3. **SCOPE OF WORK**. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work described in the Contract Documents, except as otherwise provided in the Plans, Standard Specifications, or City Special Provisions to be the responsibility of others.

4. PAYMENT.

4.1. **Contract Price and Basis for Payment**. In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Alternate Bid Items, if any, set forth the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Base Bid Items and Alternate Bid Items, if any, awarded by the City is Three Hundred Fifty One Thousand Six Hundred Forty Seven and 00/100 Dollars ($351,647.00) ("Contract Price"). It is understood and agreed that the quantities set forth in the Bidder's Proposal for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder's Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the City Engineer.

4.2. **Payment Procedures**. Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Article 9 of the Standard Specifications, as modified by Article 9 of the City Special Provisions.

5. CONTRACT TIME.

A. **Initial Notice to Proceed.** After the Agreement has been fully executed by the Contractor and the City, the City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements constitutes the date of commencement of the Contract Time of One Hundred and Ten **(110) Working Days**. The Contract Time includes the time necessary to fulfill preconstruction requirements, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction shall further specify that Contractor must complete the preconstruction requirements within Twenty **(20) Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

Critical preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of critical required submittals/ deferred submittals
- Obtaining Building Permit and other Deferred Permits
- Obtaining a Temporary Use Permit for a construction yard
- Notifying all agencies, utilities, residents, etc., as outlined in the Bidding Documents
- Completion of all pre-construction activities.

If the City's issuance of a Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials is delayed due to Contractor's failure to return the fully executed Agreement and insurance and bond documents within ten (10) Working Days after Contract award, then Contractor agrees to the deduction of one (1) Working Day from the number of days to complete the Project for every Working Day of delay in the City's receipt of said documents. This right is in addition to and does not affect the City's right to demand forfeiture of Contractor's Bid Security of Contractor persistently delays in providing the required documentation.

B. **Notice to Proceed with Construction.** After all preconstruction requirements are met in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements, the City shall

issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

6. LIQUIDATED DAMAGES

6.1. **Liquidated Damages.** The Contractor and City (collectively, the "Parties") have agreed to liquidate damages with respect to Contractor's failure to fulfill the preconstruction requirements, and/or failure to complete the Work within the Contract Time. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85. Contractor acknowledges and agrees that the liquidated damages are intended to compensate the City solely for Contractor's failure to meet the deadline for completion of the Work and will not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

In the event that Contractor fails to fulfill the preconstruction requirements and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the City **$500.00 per Calendar day** that completion of the Work is delayed beyond the Contract Time, as adjusted by Contract Change Orders. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

The Contractor and City acknowledge and agree that the foregoing liquidated damages have been set based on an evaluation of damages that the City will incur in the event of late completion of the Work. The Contractor and City acknowledge and agree that the amount of such damages are impossible to ascertain as of the date of execution hereof and have agreed to such liquidated damages to fix the City's damages and to avoid later disputes. It is understood and agreed by Contractor that liquidated damages payable pursuant to this Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the date of execution of this Agreement.

It is further mutually agreed that the City will have the right to deduct liquidated damages against progress payments or retainage and that the City will issue a Change Order or Construction Change Directive and reduce the Contract Price accordingly. In the event the remaining unpaid Contract Price is insufficient to cover the full amount of liquidated damages, Contractor shall pay the difference to the City.

6.2. **Owner is Exempt from Liability for Early Completion Delay Damages**. While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the Owner is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever, including but not limited to, delay cause by Owner or other Excusable Compensable Delay. See Section 6-6 of the Standard Specifications and City Special Provisions regarding compensation for delays.

7. INSURANCE.

7.1. **General**. The Contractor shall procure and maintain at its sole expense and throughout the term of this Agreement, any extension thereof, Commercial General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described herein.

7.2. **Additional Insured Endorsements**. The Contractor shall cause the insurance required by the Contract Document to include the City of Moreno Valley, the City Council and each member thereof, and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives as an additional insureds. For the Commercial General Liability coverage, said parties shall be named as additional insureds utilizing either:

1. Insurance Services Office ("ISO") Additional Insured endorsement CG 20 10 (11/85); or

2. ISO Additional Insured endorsement CG 20 10 (10/01) and Additional Insured Completed Operations endorsement CG 20 37 (10/01); or

3. substitute endorsements providing equivalent coverage, approved by the City.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The coverage shall contain no special limitations on the scope of protection afforded to such additional insureds. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.

7.3. **Waivers of Subrogation**. All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the City of Moreno Valley, the City Council and each member thereof, and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives.

7.4. **Primary Coverage**. All policies and endorsements shall stipulate that the Contractor's (and the Subcontractors') insurance coverage shall be primary insurance as respects the City of Moreno Valley, the City Council and each member thereof, and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives, and shall be excess of the Contractor's (and its Subcontractors') insurance and shall not contribute with it.

7.5. **Coverage Applies Separately to Each Insured and Additional Insured**. Coverage shall state that the Contractor's (and its Subcontractors') insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage shall apply to any claim or suit brought by an additional insured against a named insured or other insured.

7.6. **Self-Insurance**. Any self-insurance (including deductibles or self-insured retention in excess of $50,000) in lieu of liability insurance must be declared by Contractor and approved by the

City in writing prior to execution of the Agreement. The City's approval of self-insurance, if any, is within the City's sole discretion and is subject to the following conditions:

1. Contractor must, at all times during the term of the Agreement and for a period of at least **one (1)** year after completion of the Project maintain and upon Owner's reasonable request provide evidence of:

   (a) Contractor's "net worth" (defined as "total assets" [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property and equipment and intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;

   (b) financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill; and

   (c) a claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.

2. If at any time after such self-insurance has been approved Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this Paragraph 7, at the option of the City:

   (a) the Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph 7 and otherwise on the terms required above; or

   (b) the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or

   (c) the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

7.7. **Insurer Financial Rating**. Insurance companies providing insurance hereunder shall be rated A-:VII or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

7.8. **Notices to City of Cancellation or Changes**. Each insurance policy described in this Paragraph 7 shall contain a provision or be endorsed to state that coverage will not be cancelled without **thirty (30) days'** prior written notice by certified or registered mail to the City (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to the City), except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. If an insurance carrier cancels any policy or elects not to renew any policy required to be maintained by Contractor pursuant to the Contract Documents, Contractor agrees to give written notice to the City at the address indicated on the first page of the Agreement. Contractor agrees to provide the

same notice of cancellation and non-renewal to the City that is required by such policy(ies) to be provided to the First Named Insured under such policy(ies). Contractor shall provide confirmation that the required policies have been renewed not less than seven (7) days prior to the expiration of existing coverages and shall deliver renewal or replacement policies, certificates and endorsements to the City Clerk within fourteen (14) days of the expiration of existing coverages. Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City Clerk copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

7.9. **Commercial General Liability**. Coverage shall be written on an ISO Commercial General Liability "occurrence" form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work.

Contractor shall maintain Commercial General Liability insurance with the following minimum limits: $1,000,000 per occurrence / $2,000,000 aggregate / $2,000,000 products-completed operations.

7.10. **Business Automobile Liability**. Coverage shall be written on ISO form CA 00 01 (12/93 or later edition) or a substitute form providing equivalent coverage for owned, hired, leased and non-owned vehicles, whether scheduled or not, with $1,000,000 combined single limit per accident for bodily injury and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.11. **Workers' Compensation**. Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

1. Provide copy of permissive self-insurance certificate approved by the State of California; or
2. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of **$1,000,000** per accident; or
3. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

7.12. **Subcontractors' Insurance**. The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

8. BONDS. The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the City. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contact Documents

as may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the City and the City's Separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

The Contractor shall furnish a satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, form, or entity eligible to file a stop notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the City, become non-responsible or unacceptable, the Contractor shall, within ten (10) Calendar Days after receiving notice from the City, provide written documentation to the Satisfaction of the City that Contractor has secured new or additional sureties for the bonds; otherwise the Contractor shall be in default of the Contract. No further payments hall be deemed due or will be made under Contract until a new surety(ies) qualifies and is accepted by the City.

9. RECORDS. The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for at least three (3) years after Final Acceptance.

10. INDEMNIFICATION.

10.1. **General**. To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect, hold

harmless and defend (even if the allegations are false, fraudulent, or groundless), the City of Moreno Valley, its City Council, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), and all of their respective officials, officers, directors, employees, commission members, representatives and agents ("Indemnitees"), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the Work, the Project or any breach of the Contract by Contractor or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, or any person performing any of the Work, pursuant to a direct or indirect contract with the Contractor ("Indemnity Claims"). Such Indemnity Claims include, but are not limited to, claims for:

A. Any activity on or use of the City's premises or facilities;
B. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
C. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;
D. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
E. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor's warranties, representations or agreements set forth in the Contract Documents;
F. Any failure to coordinate the Work with City's Separate Contractors;
G. Any failure to provide notice to any party as required under the Contract Documents;
H. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;
I. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;
J. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the City) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);
K. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;
L. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors;
M. Any operation conducted upon or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;

N. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;

O. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or Owner arising out of Contractor's Work, for which the Contractor is responsible; and

P. Any and all claims against the City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the City from such claims.

10.2. **Effect of Indemnitees' Active Negligence**. Contractor's obligations to indemnify and hold the Indemnitees harmless **exclude** only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 11. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

10.3. **Independent Defense Obligation.** The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitee(s) shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. The Contractor shall respond within thirty (30) Calendar Days to the tender of any Indemnity Claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to the City.

10.4. **Intent of Parties Regarding Scope of Indemnity.** It is the intent of the parties that the Contractor and its Subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity or hold harmless provisions in the Contract Documents are found to be ambiguous, or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

10.5. **Waiver of Indemnity Rights Against Indemnitees.** With respect to third party claims against the Contractor, to the fullest extent permitted by law, the Contractor waives any and all rights to any type of express or implied indemnity against the Indemnitees.

10.6. **Subcontractor Requirements.** In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's

Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Paragraph 11.

10.7. **No Limitation or Waiver of Rights.** Contractor's obligations under this Paragraph 11 are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Paragraph 11 are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Paragraph 11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

10.8. **Withholding to Secure Obligations.** In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

10.9. **Survival of Indemnity Obligations.** Contractor's obligations under this Paragraph 11 are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

11. SUCCESSORS AND ASSIGNS. The Parties bind themselves, their heirs, executors, administrators, successors and assigns the covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not, either voluntarily or by action of law, assign any right or obligation of the Contractor under the Contract Documents without prior written consent of the City.

(SIGNATURE PAGE FOLLOWS)

CITY OF MORENO VALLEY, Municipal Corporation

BY: _____
City Manager

DATE: _____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer
(if contract exceeds $15,000)

_____
Date

Global Power Group, Inc.

License No./
Classification: _____

Expiration Date: _____

Federal I.D. No.: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. A general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____.
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. *Failure to correctly indicate this information may lead to rejection of document recording.*
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO. _____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Price)

PROJECT NO. 803 0016 70 77
CITY OF MORENO VALLEY
EOC FAMILY CARE CENTER GENERATOR PROJECT

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to Global Power Group, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager and identified as **Project No. 803 0016 70 77**, and all Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Contract Documents and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____ 20_____

_____
City Attorney
City of Moreno Valley

NOTE:

- **The bond shall be executed by a California admitted surety insurer (CCP 995.311).**
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact.**
- **The bond shall include an attached Notary Certificate for the Bidder.**
- **The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.**
- **The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.**
- **The Bidder's and Surety's corporate seal may be affixed hereto.**

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California
County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

Item No. A.6

MV00178802

BOND NO._____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 803 0016 70 77
CITY OF MORENO VALLEY
EOC FAMILY CARE CENTER GENERATOR PROJECT

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **Global Power Group, Inc.,** as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager and identified as **Project No. 803 0016 70 77**, and Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____ 20____

_____

City Attorney
City of Moreno Valley

NOTE:

- **The bond shall be executed by a California admitted surety insurer (CCP 995.311).**
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact.**
- **The bond shall include an attached Notary Certificate for the Bidder.**
- **The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.**
- **The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.**
- **The Bidder's and Surety's corporate seal may be affixed hereto.**

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and the City Council Acting as the Successor Agency

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: September 25, 2012

TITLE: APPROVE AGREEMENT FOR PROFESSIONAL CONSULTANT CONSTRUCTION GEOTECHNICAL SERVICES WITH NINYO & MOORE FOR MORENO BEACH INTERCHANGE IMPROVEMENTS PHASE 1 – PROJECT NO. 801 0038 70 77-4821 [FORMERLY PROJECT NO. 07-41570024]

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the "Agreement for Professional Consultant Services" with Ninyo & Moore (Ninyo & Moore), 11650 Mission Park Drive, Suite 101, Rancho Cucamonga, CA 91730, to provide professional geotechnical and materials testing services during construction of the SR-60/Moreno Beach Interchange Improvements Phase 1 project for a total agreement amount not to exceed $109,110.

2. Acting as the Successor Agency, approve this action as a recognized payment obligation of the former Redevelopment Agency of the City of Moreno Valley, add it to the Recognized Obligation Payment Schedule, submit same to the Oversight Board for Approval, and authorize the City Manager to access agency funds only after Oversight Board approval.

3. Authorize the City Manager to execute said "Agreement for Professional Consultant Services" with Ninyo & Moore.

4. Authorize the issuance of a Purchase Order totaling $109,110 to Ninyo & Moore when the contract has been signed by all parties.

BACKGROUND

The SR-60/Moreno Beach Drive Phase 1 project is one of the key projects in the City Manager's Economic Development Action Plan. Phase 1 improvements are designed to reconstruct the eastbound on- and off-ramps to SR-60 and connect the west leg of Eucalyptus Avenue to Moreno Beach Drive. On December 13, 2011, the City Council approved a Construction Cooperative Agreement with the State of California for the construction phase, giving the City authority to advertise, award, and administer the construction of Phase 1. Design and right-of-way for Phase 1 were completed, the project was advertised, and bids were opened on August 13, 2012. On August 28, 2012, the City Council awarded the construction contract.

DISCUSSION

The Construction Cooperative Agreement with Caltrans requires that the City meet Caltrans material testing requirements on the project. The City issued a Request for Proposal (RFP) to provide geotechnical and materials testing services based on the construction plans, specifications, and Caltrans methods. On August 1, 2012, staff received fourteen (14) proposals. A selection team of City and Caltrans staff reviewed the eleven (11) qualified proposals and ranked them in order, based on firm experience and qualifications, experience of key personnel, and project approach.

Staff has completed negotiations with the top-ranked geotechnical firm and is recommending awarding a professional services agreement for construction-related geotechnical and materials testing services to Ninyo & Moore. Services performed will be on an as-needed basis and consist of geotechnical testing and sampling performed under the direction of a licensed Geotechnical Engineer, use of a nuclear gauge for compaction tests, and Caltrans certified laboratory testing with results in 48 hours. A purchase order for $109,110 will be issued for this agreement.

The recommended contract award is an action of the City Council with a funding source from the assets of the former City of Moreno Valley Redevelopment Agency. The recommended actions are included on the Recognized Obligations Payment Schedule (ROPS) approved by the City Council acting as the Successor Agency on February 14, 2012. The Successor Agency Oversight Board approved the ROPS for the period January through June 2012 on May 23, 2012, which has subsequently been approved by the State Department of Finance (DOF). This ROPS approval includes “placeholder” line items representing the expenditure of bond proceeds for approval purposes. The Successor Agency approval of this contract is required to move forward toward complete approval and compliance with ABx1 26 law. The contract will be presented to the Successor Agency Oversight Board, along with an updated ROPS that will include the contractor listed as an enforceable obligation. After Oversight Board approval, the contract and updated ROPS will be sent to the DOF for review. There is a risk that the Oversight Board may not approve the contract or updated ROPS. In addition, the State Department of Finance (DOF) has the authority to challenge actions approved by the Oversight Board within 10 days of the approved action. In light of the current process for

approval of the contract and the updated ROPS, the property tax to pay the contracts being recommended has not been authorized to pay the contract obligations. The City Council by approving the recommended contract is assuming the risk that in the event tax increment is not approved to pay the contracts by the Oversight Board or through successful challenge by the State DOF, the City would be obligated to pay the contract commitments from alternative funding sources, most likely the City's General Fund.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will comply with the Caltrans Construction Cooperative Agreement requiring the City to meet Caltrans professional materials testing requirements and facilitate the timely construction of needed improvements.*

2. Do not approve and authorize the recommended acting as presented in this staff report. *This alternative will significantly delay the construction of needed improvements.*

FISCAL IMPACT

The project is included in the Fiscal Year 2012/2013 Capital Improvement Program. There is no impact to the General Fund.

AVAILABLE FUNDS

Successor Agency 2007 Tax Allocation Bonds (Account 4821-70-77-80001 801 0038 70 77)	$ 4,879,000
Transportation Uniform Mitigation Fees (Account 3003-70-77-80001 801 0038 70 77)	$ 3,500,000
Total Project Budget	$ 8,379,000

CONSTRUCTION COSTS

Construction (includes contingency)	$ 6,700,000
Construction Management & Inspection Services	$ 788,000
Construction Support Services (Design)	$ 129,000
Construction Support Services (Survey)	$ 101,000
Construction Support Services (Geotechnical)	$ 110,000
Administrative Costs*	$ 170,000
Utility and Agency Inspection and Materials Costs**	$ 150,000
Total Estimated Cost	$ 8,148,000

**Includes City project administration, printing and other miscellaneous costs.*
***Includes EMWD, SCE, Caltrans, RCFC&WCD and CHP.*

PROJECT SCHEDULE

Begin Construction	October 2012
Construction Completion and Acceptance	October 2013

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:
Develop a variety of city revenue sources and policies to create a stable revenue base and fiscal policies to support essential city services, regardless of economic climate.

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

The SR-60/Moreno Beach Interchange Phase 1 Improvements project goal is to improve the interchange through reconstruction and realignment. The project construction is funded utilizing Successor Agency 2007 Tax Allocation Bonds and Transportation Uniform Mitigation Fees (TUMF). City staff recommends awarding a contract for $109,110 to Ninyo & Moore to provide geotechnical and materials testing services for the project.

ATTACHMENTS

Attachment "A" – Agreement for Professional Consultant Services with Ninyo & Moore

Prepared By:
Margery A. Lazarus
Senior Engineer, P.E.

Department Head Approval
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Concurred By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00178811

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) - ZONAL
PROJECT NO. 801 0038 70 77
[FORMERLY PROJECT NO. 07-41570024]

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **Ninyo & Moore,** a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

Attachment "A"

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0038 70 77
[FORMERLY PROJECT NO. 07-41570024]

DESCRIPTION OF PROJECT

1. The project is described as professional consultant **geotechnical and materials testing services** for:

SR-60 / MORENO BEACH DRIVE PHASE 1 IMPROVEMENTS PROJECT
PROJECT NO. 801 0038 70 77
[FORMERLY PROJECT NO. 07-41570024

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of **$109,110** in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on **December 31, 2014** unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the design/construction schedule as stated in the Notice to Proceed.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

12. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

15. (a) The Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), the Western Riverside Council of Governments (WRCOG), the State of California, Eastern Municipal Water District (EMWD), and Riverside County Flood Control and Water Conservation District (RCFC & WCD) and their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, the State's, MVHA's, CSD's, WRCOG's, EMWD's, and RCFC & WCD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts, recklessness or willful misconduct of the City, the State, MVHA, CSD, WRCOG, EMWD, and RCFC & WCD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such Public Liability and Property Damage Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

GENERAL LIABILITY

Bodily Injury	$1,000,000 per occurrence
Property Damage	$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum general liability limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, the State, MVHA, CSD, WRCOG, EMWD, and RCFC & WCD, against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) A Certificate of Insurance, or an appropriate insurance binder evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(h) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), the Western Riverside Council of Governments (WRCOG), the State of California, Eastern Municipal Water District (EMWD), and Riverside County Flood Control and Water Conservation District (RCFC & WCD), their officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District and Western Riverside Council of Governments, its officers, employees and agents, under any third party liability policy."

(i) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(j) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and

coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings at all times and during all phases of the project.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other projects without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

(b) Upon notice of termination, the Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain for its files copies of any and all materials, including drawings, documents, and specifications produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings, regardless of the completeness of said documents.

(c) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(d) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant. Consultant acknowledges that Consultant work product produced under this Agreement may be public record under State law.

(e) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's

time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

25. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

27. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement.

SIGNATURE PAGE FOLLOWS

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0038 70 77
[FORMERLY PROJECT NO. 07-41570024]

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
City Manager

DATE: _____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

Ninyo & Moore

BY: _____

TITLE: _____
(President or Vice President)

BY: _____

TITLE: _____
(Corporate Secretary)

Enclosures: Exhibit "A" – City's Request for Proposal
Exhibit "B" – Consultant's Proposal
Exhibit "C" – City's Responsibility
Exhibit "D" – Terms of Payment

REQUEST FOR PROPOSAL
PROFESSIONAL CONSULTANT MATERIALS TESTING AND GEOTECHNICAL SERVICES
SR-60 / MORENO BEACH DRIVE PHASE 1 IMPROVEMENTS PROJECT
FOR THE CITY OF MORENO VALLEY'S CAPITAL PROJECTS DIVISION
EA 32301
PROJECT ACCOUNT NO. 797.79731

I. INVITATION

You are hereby invited to submit a Proposal for Professional Consultant Construction **Material Testing and Geotechnical Services** associated with the SR-60 / MORENO BEACH DRIVE PHASE 1 IMPROVEMENTS PROJECT as shown on the Plans and Specifications.

Five (5) copies (one of the copies will be unbound and paper clipped, with no tabs, holes, perforations, or cardboard inserts, suitable for copying with an automatic-feed copy machine and one copy shall be on compact disk) of your Proposal shall be submitted no later than **5:00 p.m., August 1, 2012** addressed to Capital Projects Division, 14177 Frederick Street (hand delivery), P.O. Box 88005, Moreno Valley, California 92552-0805 (mail delivery), Attention: Margery Lazarus, Senior Engineer, P.E.

II. PROJECT DESCRIPTIONS

The SR-60/Moreno Beach Drive Phase 1 project site is located at the State Route (SR) 60 Interchange and Moreno Beach Drive in the City of Moreno Valley, CA. The work of this project generally includes realigning the SR-60/Moreno Beach eastbound off-and-on-ramps, adding an eastbound auxiliary lane, installation of new traffic signal at the new intersection of the eastbound ramps and Moreno Beach Drive, adding a retaining wall, adding ramp metering, extension of Eucalyptus Avenue to Moreno Beach Drive, modification of the traffic signal at the intersection of Eucalyptus and Moreno Beach Drive, coordination of utility relocations, irrigation, and related work.

Work lies within and in the vicinity of State of California (Caltrans) and City of Moreno Valley rights of way. The work includes earthwork, grading, asphalt concrete (AC) paving, concrete retaining walls, tree removal roadway excavation, imported borrow, drainage pipes and minor concrete structures, concrete curb and gutter, protection, drainage, traffic control, signing, striping, traffic and ramp meter signals, irrigation, erosion control, EMWD water line relocation, overhead SCE relocation, and related work.

III. PROJECT BUDGET AND SCHEDULE

The City of Moreno Valley will fund the construction with Local Funds consisting of TUMF and Successor Agency to RDA Funds (Account 797.79731), and Local Funds.

The Consultant shall be required to meet or exceed the following timeline for this contract:

Anticipated Award of Consultant Contract	September 2012
Public Bid for SR-60/Moreno Beach Phase 1 Construction Contract	July 2012
Award of Construction Contract	October 2012
Construction Duration for SR-60/Moreno Beach Phase 1	189 Working Days (9 months)

Exhibit "A"

IV. SCOPE OF ENGINEERING SERVICES

The selected Consultant will be required to have personnel available for assignment to this project who have successfully provided professional services as it relates to all activities of public works field and laboratory construction materials testing, geotechnical and soils inspection services of the contractor's work and office support services. The Consultant selected shall provide **Materials Testing and Geotechnical Inspection Services** with personnel trained and experienced in the geotechnical inspection, field and laboratory materials testing of public works improvements, and particularly the types of construction and materials utilized for this project. The project is located within Caltrans Right of Way and all testing methods, procedures, frequencies shall comply with the contract specifications, Caltrans Materials Testing Manuals and Guidelines, and the Quality Assurance Plan. The Selected Consultant is required to prepare a Quality Management Plan detailing required testing procedures and frequencies in compliance with Caltrans Local Assistance Procedures Manuals and Construction contract requirements. The minimum experience required includes five (5) years of geotechnical inspection and materials testing on increasingly complex public works and Caltrans projects. The Consultant firm selected must also provide all equipment and supplies necessary to perform the services assigned and support services necessary to complete the scope of work. It is expected that the Consultant selected to fulfill this contract will be able to provide qualified personnel on an on-demand basis with 24-hour notice for geotechnical inspection, sampling and testing for the duration of the construction project, and as needed for preconstruction activities and as necessary to closeout the project.

The Consultant must have recent experience working within the Caltrans Right-of-Way and shall be required to follow all Caltrans safety procedures when executing the work.

The Consultant geotechnical personnel shall have the necessary training, knowledge and experience related to the materials, methods, and workmanship for the specific construction work to be performed for this project. Additionally the Consultant geotechnical personnel must be familiar with the safe practices required when working around all types of construction equipment which will be utilized on this project including equipment for roadway construction, storm drain construction (including trench shoring and safety), and grading. The Consultant geotechnical personnel shall be familiar with the industry standards of practice for the execution of quality public works construction projects and shall be able to understand and interpret public works construction plans and specifications; Caltrans Standard Plans and Specifications; City codes, ordinances and standards; Eastern Municipal Water District (EMWD) standards; Riverside County Flood Control and Water Conservation District (RCFCD) standards; and California Occupational Safety and Health Administration (OSHA) Construction Safety Orders. The Consultant geotechnical personnel shall be able to interact professionally with contractors, engineers, surveyors, property owners, business owners, and the public at large; coordinate with other City personnel, Caltrans personnel and consultants; promote quality customer service and a professional image of the City; and respond promptly and courteously to requests. The Consultant geotechnical personnel shall be able to follow verbal and written instructions and communicate clearly and concisely, both orally and in writing.

The Consultant geotechnical personnel must be under the responsible charge of a person registered by the California State Board of Registration for Professional Engineers and Land Surveyors as a Geotechnical Engineer and as a Civil Engineer.

Please be reminded that the Consultant is required to have a current City business license if the firm is awarded the work.

The Consultant shall perform public works geotechnical inspection and materials testing services for this project to include, but not be limited to, the following:

- Expertise in geotechnical matters related to storm drain and roadway construction and grading, and knowledge of the local area soils and geology, City, Caltrans practices and generally accepted industry standards for work associated with this type of project.
- Safe and proper use of Nuclear Gauge for compaction testing.
- Proper procedures and protocols for field sampling and testing of graded earth materials, backfill materials, sub-grade, base, AC and PCC.
- Ability to provide field test results immediately to the City's Consultant Resident Engineer and Inspector, and laboratory test results within 48-hours, unless test procedures and protocols require longer.
- Review of contractor material submittals, sample/test frequency protocols and criteria for acceptable results and provision of materials and compaction reports.

***Office Activities*:**

1. Review and thoroughly understand all contract documents, including construction drawings, specifications, and referenced testing methods and protocols.
2. Review and thoroughly understand geotechnical and soils reports, materials testing lab reports, contractor submitted mix reports, and other like documentation.
3. Review and thoroughly understand project schedules and related sampling, testing, and submittal requirements (field sampling and testing, compliance certificates, materials samples, etc.) from the contractor for conformance to the plans and specifications.
4. Participate in pre-construction meetings, field meetings, construction progress meetings, final walk-through meetings, as-built plan completion meetings, equal opportunity meetings, and other administrative meetings as necessary.
5. Monitor and report on the Contractor's extra work as it relates to geotechnical sampling, testing and reporting, field and laboratory materials testing.
6. Assist in the negotiation of change orders as they relate to geotechnical sampling, testing, and reporting, as requested by the City.
7. Review all unknown, unforeseen, and changed conditions that occur, and all disputed work claims from the Contractor as it relates to geotechnical responsibilities and field testing, and recommend a course of action to the Engineer.
8. Prepare and maintain all geotechnical files, daily inspection records, including site photographs, project status reports, and all geotechnical inspection and testing records as they relate to earthwork materials testing and compaction testing.
9. Prepare and maintain records of geotechnical work requested and completed, geotechnical related computer files, daily geotechnical field work (when on-site),

geotechnical inspections, samples and test records, field and laboratory test results, and all geotechnical related records and files.

10. Provide labor compliance reports and certified payroll for the Consultant's field work.

Field Activities:

1. Coordinate with the Contractor, City personnel, and City's selected Consultant Resident Engineer on the job site as needed.
2. Coordinate ongoing geotechnical field and laboratory testing, as required, including reviewing and monitoring the Contractor's requests for re-testing.
3. Conduct on-demand field geotechnical inspections for quality of materials and installation and workmanship, including quality, placement, and compaction of earthen materials, for conformance to plans and specifications pursuant to all applicable City codes, ordinances, and directives.
4. Keep daily (when on-site) geotechnical field notes and take photographs of the field sampling and geotechnical inspection work, including photographic evidence of non-complying materials or work. A daily report identifying work done by the geotechnical technician, including photographs, shall be submitted to the Project Inspector by the next business day for review and filing.
5. During the course of field work, if the Consultant geotechnical personnel observe an unsafe situation, he/she shall immediately advise the Contractor's nearest available personnel and notify the City's Inspector and the City's Consultant Resident Engineer.
6. Any retests not due to the Consultant's errors will be identified separately on the invoice. Ten (10) re-tests (allow a maximum of two hours per trip) should be estimated for proposal purposes.

General:

1. Participate with the City in meetings with contractors, public utility agencies, and other government agency representatives as requested.

SUBMITTAL SCHEDULE

Proposals Due	5:00 p.m., August 1, 2012
Consultant Selection	On or before August 30, 2012
Notice to Proceed (Tentative)	Week of September 17, 2012

V. CONSULTANT'S PROPOSAL AND COMPENSATION

The Consultant's Proposal shall be no more than 20 pages, excluding a cover letter of up to two pages, dividers, and certificates. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration. The Consultant's Proposal shall include the following:

A. A statement that this Request For Proposal shall be incorporated in its entirety as a part of the Consultant's Proposal.

B. A statement that this Request For Proposal and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.

C. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's Request For Proposal except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."

D. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedence over this Request For Proposal.

E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.

F. A resource allocation matrix must be submitted with the Proposal. The resource allocation matrix shall list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, included in adjacent columns. The resource allocation matrix is required of both the primary consultant, as well as any sub-consultant. In addition, the applicable construction support services consultant must list the type and number of hours of Material Testing & Geotechnical work within the Proposal. Failure to do so will result in the Consultant's Proposal being deemed incomplete and it will not receive further consideration. Construction support services Consultants are not required to provide a Project Schedule with milestones. The resource allocation matrix, in addition to any tasks the consultant chooses to list, shall include but not limited to meetings, specific deliverables, and other relevant milestones.

G. A rate schedule must be submitted with the proposal. The rate schedule must list titles, names, roles, and hourly billing rates in rows. A statement that said hourly rate schedules in part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred shall also be included. All extra work will require prior approval from the City. COST PROPOSAL DETAILS MUST BE IN A SEALED ENVELOPE.

H. A statement of sub-consultant's qualifications (including relief personnel) applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.

A statement that the Consultant acknowledges and understands that the consultant will not be allowed to change a sub-consultant without written permission from the City.

I. A statement that all charges for Consultant (construction) services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.

J. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.

K. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.

L. A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this Request For Proposal. **An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of your Proposal submittal.** All extra work will require prior approval from the City. The City requests the consultant to provide in the proposal the number of hours on the job, in addition to the cost proposal. The Cost Proposal must be in a sealed envelope.

M. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

N. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.

O. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.

P. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.

Q. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

R. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

S. This solicitation and resultant Contract is not financed in whole or part with federal funds, but the City encourages Bidders to follow Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Bidders who obtain DBE participation on this Contract will assist the City in meeting its DBE goals for the Project.

DBEs and other small businesses are strongly encouraged to participate in the performance of this Contract. The City encourages Bidders to give DBEs and other small businesses the opportunity to participate in the performance of the Work that is the subject of this solicitation and to take all necessary and reasonable steps for this assurance. The Bidder shall not discriminate on the basis of race, color, national origin, sex, age, or physical or mental disability, sexual orientation or retaliation in the award and performance of subcontracts.

A Race Neutral program is one that, while benefiting DBEs, is not solely focused on DBE firms. A Race Neutral program utilizes measures that can assist a wide variety of small businesses, including DBEs, such as arranging solicitations, times for the presentation of proposals, quantities, specifications, and delivery schedules in ways that facilitate DBE and other small business participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces). Race Neutral DBE participation includes: a DBE obtaining a prime contract through customary competitive procurement procedures; a DBE being awarded a subcontract on a prime contract, whether or not the prime contract has a DBE goal; and a DBE being awarded a subcontract from a prime contractor that did not consider its DBE status in making the award.

The Consultant is encouraged to include DBE firms in the proposal. Complete the forms listed in "Attachments" at the end of this RFP.

VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES

A. The Consultant shall be required to comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

B. The Consultant is required to submit certified payrolls weekly. This applies to all applicable field personnel working on the project. In accordance with Section 1771.5 (b) (5) of the California Labor Code, the City will withhold payments when the payroll records are delinquent or inadequate.

VII. FEDERAL EMPLOYEE BENEFIT

No member of, or delegate to, the Congress of the United States, and no Resident Commissioner shall be admitted to any share or part of the Agreement to the said project or to any benefit to arise from the same.

The Consultant shall complete and include the "Certification for Contracts, Grants, Loans, and Cooperative Agreements" and "Disclosure of Lobbying Activities" forms with the Proposal.

VIII. PAYMENT TO CONSULTANT

A. This work is to be performed for a "Not-to-Exceed Fixed Fee."

B. The Consultant shall provide a "Project Fee Schedule" indicating the fee for individual tasks with a "Not-to-Exceed Fixed Fee" which shall be the sum of all tasks, by part, phase, and milestone and shall be submitted in a separate sealed envelope with cost proposal.

C. Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.

D. The City will pay the Consultant for work completed based on milestones completed and accepted by the City. These milestones are:.

1. Project Bidding, Advertise and Award.
2. Any other additional authorized work on a task successfully completed and accepted monthly basis.

The City shall make the sole and final determination if a milestone as described above is complete and acceptable for payment.

E. Monthly invoices will specifically identify job title, person-hours, and costs incurred by each task.

F. Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the "Not-to-Exceed Fee."

G. All tasks including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage, and delivery shall have supporting documentation presented at the time payment is requested.

H. The City will pay the Consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."

I. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an "Amendment to the Agreement" will be executed between the City and Consultant.

J. The Consultant shall receive no compensation for any re-work necessary as result of the Consultant's errors or oversight.

IX. INSURANCE

A. The Consultant shall provide Errors and Omissions Professional Insurance. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

B. The Consultant shall have Public Liability and Property Damage Insurance in the amounts as follows:

GENERAL LIABILITY		
Bodily Injury	$1,000,000	per occurrence
Property Damage	$ 1,000,000	per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

C. The Consultant shall have Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment in the amount of not less than $1,000,000.

D. The Consultant shall have Workers' Compensation Insurance in the amounts that fully comply with the laws of the State of California and employer's liability insurance with limits of not less than $1,000,000 each accident.

E. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority (MVHA), Western Riverside Council of Governments (WRCOG),and the Moreno Valley Community Services District, its officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority (MVHA), Western Riverside Council of Governments (WRCOG), and the Moreno Valley Community Services District, its officers and employees and agents, under any third party liability policy."

F. Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

G. The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverage's nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the

Agency, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amount established.

H. It is the consultant's responsibility to ensure that all subconsultants comply with the following: Each subconsultant that encroaches within the City's right-of-way and affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City's Land Development Division. Examples of such subconsultant work include soil sample borings, utility potholing, etc.

The "Application for Encroachment Permit" form (four pages), including "Application for Encroachment Permit Liability Insurance Requirements," is available in the Land Development Division and must be completed and submitted in full to the City.. It is the Consultant's responsibility to ensure that all subconsultants submit the appropriate encroachment permit and insurance documentation at the same time that the Consultant's insurance documentation is submitted.

X. INDEMNIFICATION

A. To the maximum extent allowable by law, the Consultant, when functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the City of Moreno Valley Housing Authority(MVHA), the Moreno Valley Community Services District (CSD), and the Western Riverside Council of Governments (WRCOG}, their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and .all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its sub consultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, MVHA, CSD, and WRCOG; their officers, agents or employees.

B. The consultant, when not functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority(MVHA), the Moreno Valley Community Services District (CSD), and the Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless 'from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its sub consultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, MVHA, CSD, and WRCOG, their officers, agents or employees.

C. The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or

injuries to any person, including injury to the City's, MVHA, CSD's, and WRCOG's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, MVHA, CSD, and WRCOG, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees

XI. TERMINATION FOR CONVENIENCE OF THE CITY

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

XII. INDEPENDENT CONTRACTOR

The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent Contractor. The personnel performing said Construction Materials Testing & Geotechnical Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said work and shall be responsible for all employee reports and obligations, including but not necessarily restricted to, social security, income tax withholding, unemployment compensation, and Workers' Compensation.

XIII. CONTRACT

The Contract includes the Agreement for Professional Consultant Services, City's Request for Proposal, Consultant's Proposal, and Exhibits.

The Political Reform Act and the City's Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

XIV. GENERAL CONDITIONS

A. Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this

Proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant.

B. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).

C. The City reserves the right to reject any or all Proposals submitted. Any Contract awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.

XV. SELECTION CRITERIA

It is the City's intent to select and utilize one Consultant firm for the project. The City may award the services in part and/or phases. The Consultant may be invited to a selection interview. The Proposals will be rated/ranked according to the following criteria:

A. The Firm's General Experience and Qualification Information (20 points) – Information about the company (and all sub-consultants) including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services in an efficient and expeditious manner.

B. Experience of Key Personnel (40 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with state and federal procedures, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies, and proven track record and depth of understanding/knowledge of the proposed Project Manager and key personnel.

C. Project Approach/Understanding (40 points) – Understanding of Project, discussion of major issues identified on the project and how the consultant team plans to address them; the management approach and organization necessary to complete the specific project; and outline quality control measures to ensure delivery of a quality product on time and within budget that provides a cost efficient, timely and predictable execution of the project construction.

XVI. Other Requirements

A. Conflict of Interest

1. The Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this contract, or any ensuing City Construction project. The Consultant shall also list current clients who may have financial interest in the outcome of this Agreement, or any ensuing City construction project, which will follow.

2. The Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

3. Any subcontract in excess of $25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Agreement.

4. The Consultant hereby certifies that neither the Consultant, its employees, nor any firm affiliated with the Consultant providing services on this project prepared the Plans, Specifications, and Estimates for any construction project included within this contract . An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

5. The Consultant further certifies that neither Consultant, nor any firm affiliated with the Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this Agreement is also employed by the construction contractor for any project included within this agreement.

6. Except for subcontractors whose services are limited to materials testing, no subcontractor who is providing services on this Agreement shall have provided services on the design of any project within this contract.

Attachments (incorporated by reference)

Attachment "A"	Plan Title Sheet
Attachment "B"	City Standard Consultant Agreement (no changes to this agreement will be allowed)
Attachment "C"	Caltrans/City Cooperative Agreement for SR-60Moreno Beach Drive Phase-1 Improvements
Attachment "D"	Disclosure of Lobbying Activities (Form LLL)
Attachment "E"	List of Subconsultants
Attachment "F"	Proposer's List of Subconsultants (DBE and Non-DBE) Parts I and II
Attachment "G"	Exhibit 10-02- Local Agency Proposer DBE Information
Attachment "H"	Compilation of Plans based on current status of completion - CD available upon request

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
08	Riv	60	18.8/19.6	1	155

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

PROJECT PLANS FOR CONSTRUCTION ON

STATE HIGHWAY

IN RIVERSIDE COUNTY
IN MORENO VALLEY
FROM 0.3 MILE WEST TO 0.4 MILE EAST OF MORENO BEACH DRIVE OVERCROSSING

TO BE SUPPLEMENTED BY STANDARD PLANS DATED MAY 2006

INDEX OF PLANS

SHEET NO.	DESCRIPTION
1	Title and Location Map
2-7	Typical Cross Sections
8	Key Map and Line Index
9-11	Layouts
12-16	Profiles and Superelevation Diagrams
17-38	Construction Details
39-42	Temporary Water Pollution Control Plan, Details and Quantities
43-45	Erosion Control Plans
46-48	Contour Grading
49-73	Drainage Plan, Profiles, Details and Quantities
74-77	Utility Plans
78-79	Construction Area Signs
80-84	Stage Construction Plans
85-99	Traffic Handling and Quantities
100	Detour Plans
101-107	Pavement Delineation Plans, Details and Quantities
108-120	Sign Plans, Details and Quantities
121-124	Summary of Quantities
125	Irrigation Plan
126-145	Electrical Plans
146-149	Water Pipeline Relocation Plans
150-205	Revised and New Standard Plans

STRUCTURE PLANS

206-211	Retaining Wall RW 3805R

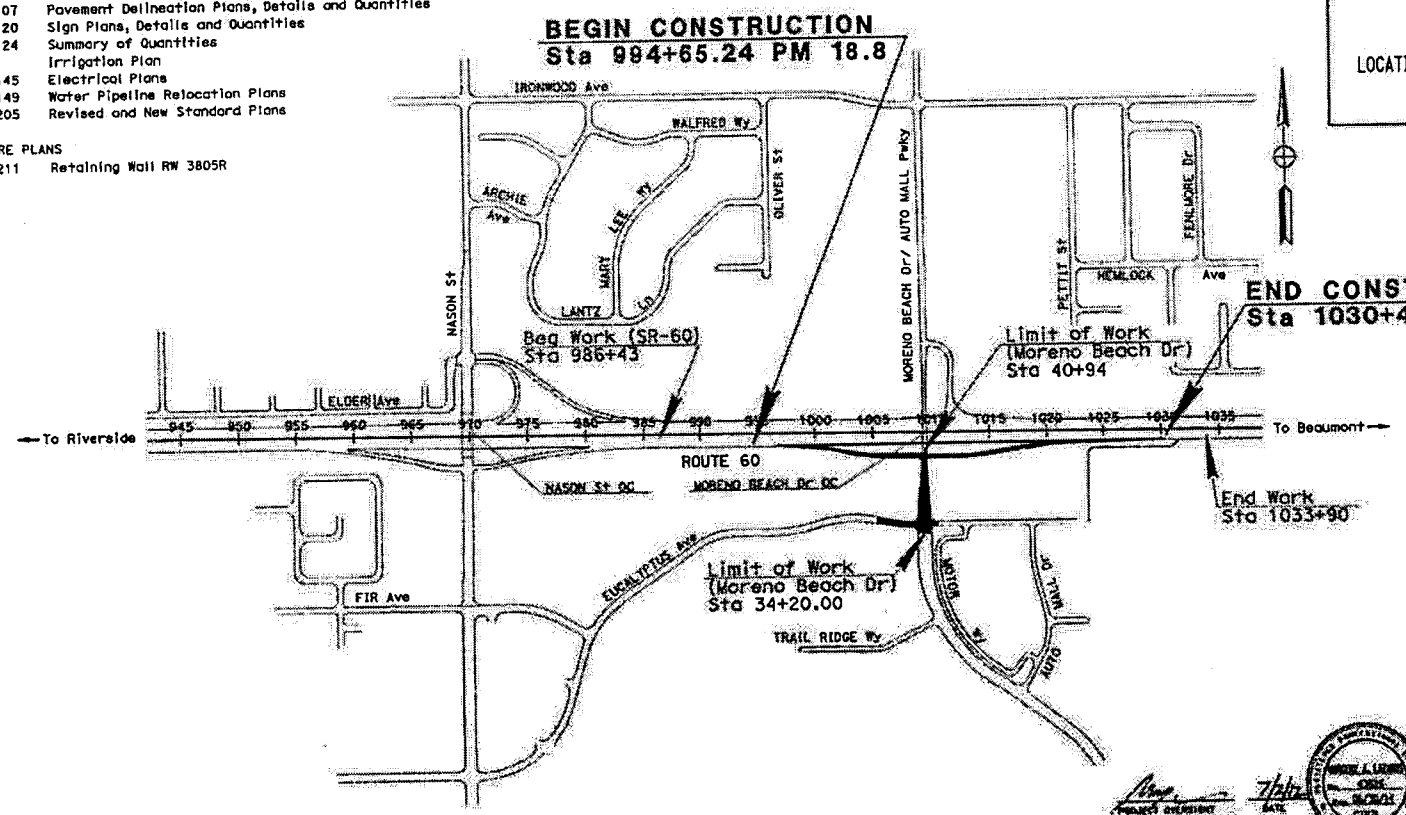

NO SCALE

THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE TO BIDDERS."

APPROVED AS TO IMPACT ON STATE FACILITIES AND CONFORMANCE WITH APPLICABLE STATE STANDARDS AND POLICIES AND THAT TECHNICAL OVERSIGHT WAS PERFORMED

CONSULTANT DESIGN ENGINEER	CALTRANS DESIGN OVERSIGHT APPROVAL	REGISTRATION No.	LICENSE EXP. DATE	DATE SIGNED
DAVID SPEIRS	DU LU	C60886	12/31/12	

PROJECT ENGINEER REGISTERED CIVIL ENGINEER — DATE 6/28/12

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF COPIES OF THIS PLAN SHEET.

PARSONS
2201 DUPONT DRIVE, SUITE 200
IRVINE, CALIFORNIA 92612

CITY OF MORENO VALLEY
14177 FREDERICK STREET
MORENO VALLEY, CALIFORNIA 92552

CONTRACT No.	08-323014
PROJECT ID	0800000593

PROJECT OVERSIGHT CITY OF MORENO VALLEY REGISTERED CIVIL ENGINEER — DATE 7/2/12

RELATIVE BORDER SCALE IS IN INCHES

USERNAME => 609331 48
DGN FILE => 832301R0001.dgn

BORDER LAST REVISED 7/2/2010 | CALTRANS WEB SITE IS: HTTP//WWW.DOT.CA.GOV/ | UNIT 2232 | PROJECT NUMBER & PHASE 08000005931

DATE PLOTTED => 7/2/2012

MV00178837

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) - ZONAL
PROJECT NO. XX-XXXXX

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **Consultant Company**, a (California corporation, partnership, sole ownership) hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

Attachment "B"

SAMPLE

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES PROJECT NO. XX-XXXXX

DESCRIPTION OF PROJECT

1. The project is described as professional consultant _____ services for:

Project Name

Project No. XX-XXXXX

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $_____ in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on **Month Date, Year** unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "E" attached hereto and incorporated by this reference.

Or

SAMPLE

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the design/construction schedule as stated in the Notice to Proceed.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

12. The Consultant may also retain or subcontract for the services of other necessary

SAMPLE

consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

[for Non-design contracts]

15. (a) The Consultant agrees to indemnify, defend, and save the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), the Moreno Valley Community Services District (CSD) and the Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to

SAMPLE

any person, including injury to the City's, RDA's, CSD's, and WRCOG's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts, recklessness or willful misconduct of the City, RDA, CSD and WRCOG, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction.

Or [for Design contracts]

15. (a) To the maximum extent allowable by law, the Consultant agrees to indemnify, defend, and save the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), the Moreno Valley Community Services District (CSD) and the Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, RDA, CSD and WRCOG, their officers, agents or employees.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's, CSD's, and WRCOG's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA, CSD and WRCOG, their officers, agents or

SAMPLE

employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

Or [for Design/CM contracts]

15. (a) To the maximum extent allowable by law, the Consultant, when functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), the Moreno Valley Community Services District (CSD) and the Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, RDA, CSD, and WRCOG, their officers, agents or employees.

(b) The consultant, when not functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Community Redevelopment Agency (RDA), the Moreno Valley Community Services District (CSD) and the Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are

SAMPLE

caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, RDA, CSD, and WRCOG, their officers, agents or employees.

(c) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's, CSD's, and WRCOG's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA, CSD, and WRCOG, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any

SAMPLE

person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such Public Liability and Property Damage Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

GENERAL LIABILITY

Bodily Injury	$1,000,000 per occurrence
Property Damage	$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum general liability limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of

SAMPLE

California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, RDA, CSD and WRCOG against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) A Certificate of Insurance, or an appropriate insurance binder evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(h) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

"Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District and Western Riverside Council of Governments, their officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District and Western Riverside Council of Governments, its officers, employees and agents, under any third party liability policy."

(i) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed

SAMPLE

and qualified to conduct insurance business in the State of California.

(j) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings at all times and during all phases of the project.

SAMPLE

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other projects without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

(b) Upon notice of termination, the Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain for its files copies of any and all materials, including drawings, documents, and specifications produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings, regardless of the completeness of said documents.

(c) The Consultant shall be entitled to copies of all furnished materials for his

SAMPLE

files and his subconsultants, if any.

(d) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant. Consultant acknowledges that Consultant work product produced under this Agreement may be public record under State law.

(e) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis,

SAMPLE

the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

25. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

27. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement.

SIGNATURE PAGE FOLLOWS

SAMPLE

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
Department Head/Mayor/City Manager
(Select only one please)

DATE: _____

Consultant Company

BY: _____

TITLE: _____
(President or Vice President)

BY: _____

TITLE: _____
(Corporate Secretary)

ATTEST:

_____
City Clerk *(not needed if City Manager signs)*

APPROVED AS TO LEGAL FORM:

_____
City Attorney

DATE: _____

Enclosures: Exhibit "A" – City's Request for Proposal
Exhibit "B" – Consultant's Proposal
Exhibit "C" – City's Responsibility
Exhibit "D" – Terms of Payment
Exhibit "E" – Consultant's Schedule

SAMPLE

CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

SAMPLE

EXHIBIT "C"

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed $_____.

2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml

3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at zara@moval.org or calls directed to (951) 413-3131.

4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees,

SAMPLE

late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:

   A. Vendor Name, Mailing Address, and Phone Number
   B. Invoice Date
   C. Vendor Invoice Number
   D. City-provided Reference Number (e.g. Project, Activity)
   E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

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Revised 10/13/09

SAMPLE

EXHIBIT "D"

CONSTRUCTION COOPERATIVE AGREEMENT

This agreement, effective on January 4, 2012, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Moreno Valley, a body politic and municipal corporation or chartered city of the State of California, referred to as CITY.

For the purpose of this agreement, the term PARTNERS collectively refers to CALTRANS and CITY (all signatory parties to this agreement). The term PARTNER refers to any one of those signatory parties individually.

RECITALS

1. California Streets and Highways Code sections 114 and 130 authorize PARTNERS to enter into a cooperative agreement for performance of work within the State Highway System (SHS) right of way.

2. This agreement outlines the terms and conditions of cooperation between PARTNERS to complete the construction capital phase to improve the eastbound ramp configuration at Moreno Beach Drive on State Route 60 (SR-60) in the City of Moreno Valley and construct auxiliary lanes for the eastbound portion of the freeway between the Nason Street overcrossing and the Moreno Beach Drive overcrossing.

   For the purpose of this agreement, improvements to the eastbound ramp configuration at Moreno Beach Drive on SR-60 in the City of Moreno Valley and construction of auxiliary lanes for the eastbound portion of the freeway between the Nason Street overcrossing and the Moreno Beach Drive overcrossing will be referred to as PROJECT. All responsibilities assigned in this agreement to complete the construction capital phase of PROJECT will be referred to as OBLIGATIONS.

3. This agreement is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding PROJECT.

4. Prior to this agreement, the CITY developed the Project Report; Plans, Specifications and Estimate; and the Right of Way Certification (Cooperative Agreement No. 8-1314).

5. CITY prepared the environmental documentation for PROJECT.

6. The estimated date for OBLIGATION COMPLETION is December 31, 2014.

7. In this agreement capitalized words represent defined terms and acronyms. The Definitions section contains a complete definition for each capitalized term.

8. From this point forward, PARTNERS define in this agreement the terms and conditions under which they will accomplish OBLIGATIONS.

RESPONSIBILITIES

9. CITY is SPONSOR for 100% of PROJECT.

10. CALTRANS will provide IQA for the portions of WORK within existing and proposed SHS right of way. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.

11. CITY may provide IQA for the portions of WORK outside existing and proposed SHS right of way.

12. CITY is the only FUNDING PARTNER for this agreement. CITY's funding commitment is defined in the FUNDING SUMMARY.

13. CALTRANS is the CEQA lead agency for PROJECT.

14. CALTRANS is the NEPA lead agency for PROJECT.

15. CITY is IMPLEMENTING AGENCY for CONSTRUCTION.

SCOPE

Scope: General

16. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.

17. IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN. The District Construction Division, with input from Structure Construction must approve the Quality Management Plan (QMP) before the encroachment permit for construction is issued.

18. Any PARTNER may, at its own expense, have representatives observe any OBLIGATIONS performed by another PARTNER. Observation does not constitute authority over those OBLIGATIONS.

19. Each PARTNER will ensure that all of its personnel participating in OBLIGATIONS are appropriately qualified, and if necessary licensed, to perform the tasks assigned to them.

20. IMPLEMENTING AGENCY shall retain consultants and shall invite CALTRANS to participate in the selection and retention of consultants that participate in OBLIGATIONS. At least one representative from the Construction Division of CALTRANS shall participate in the selection process. A construction management firm shall not be selected without the approval by this representative.

21. If WORK is done under contract (not completed by a PARTNER's own employees) and is governed by the California Labor Code's definition of "public works" (section 1720(a)(a)), that PARTNER will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations.

22. IMPLEMENTING AGENCY for each PROJECT COMPONENT included in this agreement will be available to help resolve problems generated by that component for the entire duration of PROJECT.

23. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right of way.

    Contractors and/or agents, and utility owners will not perform WORK without an encroachment permit issued in their name.

24. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.

25. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law. Where applicable, the provisions of California Government Code section 6254.5(e) will govern the disclosure of such documents in the event that PARTNERS share said documents with each other.

    PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.

26. If any PARTNER receives a public records request, pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public records. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.

27. If HM-1 or HM-2 is found during a PROJECT COMPONENT, IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.

28. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.

29. CITY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits and outside the existing SHS right of way. CITY will undertake or cause to be undertaken HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.

30. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.

31. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

32. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this agreement.

33. IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with written quarterly progress reports during the implementation of OBLIGATIONS in that component.

34. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right of way as part of WORK become the property of CALTRANS.

    CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right of way.

35. IMPLEMENTING AGENCY for a PROJECT COMPONENT will accept, reject, compromise, settle, or litigate claims of any non-agreement parties hired to do WORK in that component.

36. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this agreement in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on claim.

37. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that

conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs, and provide billing and payment support.

38. PARTNERS will comply with the appropriate federal cost principles and administrative requirements outlined in the Applicable Cost Principles and Administrative Requirements table below. These principles and requirements apply to all funding types included in this agreement.

39. PARTNERS will ensure that any party hired to participate in OBLIGATIONS will comply with the appropriate federal cost principles and administrative requirements outlined in the Applicable Cost Principles and Administrative Requirements table below.

Applicable Cost Principles and Administration Requirements		
The federal cost principles and administrative requirements associated with each organization type apply to that organization.		
Organization Type	**Cost Principles**	**Administrative Requirements**
Federal Governments	2 CFR Part 225	OMB A-102
State and Local Government	2 CFR, Part 225	49 CFR, Part 18
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215
Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18
CFR (Code of Federal Regulations) **OMB (Office of Management and Budget)**		
Related URLs: • Various OMB Circular: http://www.whitehouse.gov/omb/grants_circulars • Code of Federal Regulations: http://www.gpoaccess.gov/CFR		

40. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this agreement.

41. PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.

42. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA, and CITY will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of

operation. The auditing PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

The audited PARTNER will review the draft audit, findings, and recommendations, and provide written comments within 30 calendar days of receipt.

Upon completion of the final audit, PARTNERS have 30 days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTNERS is subject to dispute resolution. Any costs arising out of the dispute resolution process will be paid within 30 calendar days of the final audit or dispute resolution findings.

43. Any PARTNER that hires another party to participate in OBLIGATIONS will conduct a pre-award audit of that party in accordance with the *Local Assistance Procedures Manual*.

44. PARTNERS will not incur costs beyond the funding commitments in this agreement. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, IMPLEMENTING AGENCY will promptly notify SPONSOR.

    IMPLEMENTING AGENCY has no obligation to perform WORK if funds to perform WORK are unavailable.

45. If WORK stops for any reason, IMPLEMENTING AGENCY will place all facilities impacted by WORK in a safe and operable condition acceptable to CALTRANS.

46. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER's responsibilities in this agreement, in order to keep PROJECT in environmental compliance until WORK resumes.

47. Each PARTNER accepts responsibility to complete the activities that it selected on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this agreement.

48. Contract administration procedures shall conform to CALTRANS' Construction Manual, Local Assistance Procedures Manual (if Federal funds are used), and the PROJECT encroachment permits.

49. If the Resident Engineer is not also a registered Landscape Architect, CITY will furnish, at CITY expense and subject to approval of CALTRANS Landscape Architecture, a registered Landscape Architect to perform work related to architecture treatment and landscaping and to perform the function of an Assistant Resident Engineer/Inspector who is responsible for both daily on-site inspections and final decisions including, but not

limited to, any highway planting and the irrigation systems that comprise a portion of the PROJECT work. Final decisions shall continue to be subject to the satisfaction and approval of CALTRANS.

50. Within one hundred eighty (180) days following the completion and acceptance of the PROJECT construction contract, to furnish CALTRANS with a complete set of "As-Built" plans (hard copy and electronic formats) in accordance with CALTRANS' then current CADD Users Manual, Plans Preparation Manual, and CALTRANS practice. The submittal must also include all CALTRANS requested contract records, including survey documents and Records of Surveys (to include monument perpetuation per the Land Surveyor Act, section 8771, including but not limited to preconstruction monumentation documents and a post construction Record of Survey). CITY shall also submit corrected full-sized hardcopy structure plans.

Scope: Environmental Permits, Approvals and Agreements

51. Each PARTNER identified in the Environmental Permits table below accepts the responsibility to complete the assigned activities.

Environmental Permits

Permit	Coordinate	Prepare	Obtain	Implement	Renew	Amend
404 USACOE	CITY	CITY	CITY	CITY	CITY	CITY
401 RWQCB	CITY	CITY	CITY	CITY	CITY	CITY
NPDES SWRCB	CITY	CITY	CITY	CITY	CITY	CITY
1602 DFG	CITY	CITY	CITY	CITY	CITY	CITY

Scope: CONSTRUCTION

52. CITY will advertise, open bids, award, approve, and administer the construction contract in accordance with the California Public Contract Code and the California Labor Code.

CITY will not advertise the construction contract until CALTRANS completes or accepts the final plans, specifications, and estimate package; CALTRANS approves the Right of Way Certification; and SPONSOR verifies full funding of CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL.

By accepting responsibility to advertise and award the construction contract, CITY also accepts responsibility to administer the construction contract.

PARTNERS agree that CITY is designated as the Legally Responsible Person and the Approved Signatory Authority pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally

Responsible Person and the Approved Signatory Authority as mandated by the Construction General Permit.

53. IMPLEMENTING AGENCY will implement changes to the construction contract through contract change orders (CCOs). PARTNERS will review and concur on all CCOs over $50,000.

CALTRANS must approve all CCOs affecting public safety or the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual prior to implementing the CCO.

54. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, all PARTNERS must be involved in determining how to proceed. If PARTNERS do not agree in writing on a course of action within 15 working days, this agreement will terminate.

55. CITY will require the construction contractor to furnish payment and performance bonds naming CITY as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS specifications.

56. CITY will submit a written request to CALTRANS for any SFM identified in the PROJECT plans, specifications, and estimate a minimum of 45 days prior to the bid advertisement date for PROJECT construction contract. CITY will submit a written request to CALTRANS for any additional SFM deemed necessary during PROJECT construction.

57. CALTRANS will make SFM available at a CALTRANS-designated location after CITY requests SFM and pays CALTRANS' invoice for estimated SFM costs.

58. As IMPLEMENTING AGENCY for CONSTRUCTION, CITY is responsible for maintenance within PROJECT limits as part of the construction contract.

59. PARTNERS will execute a separate maintenance agreement prior to OBLIGATION COMPLETION.

COST

Cost: General

60. The cost of any awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS COST.

61. CALTRANS, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way.

62. CITY, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within PROJECT limits and outside of the existing SHS right of way.

63. HM MANAGEMENT ACTIVITIES costs related to HM-2 are CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL costs.

64. The cost to comply with and implement the commitments set forth in the environmental documentation is an OBLIGATIONS COST.

65. The cost to ensure that PROJECT remains in environmental compliance is an OBLIGATIONS COST.

66. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is an OBLIGATIONS COST.

67. Independent of OBLIGATIONS COST, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.

68. Independent of OBLIGATIONS COST, CITY will fund the cost of its own IQA for WORK done outside existing or proposed future SHS right of way.

69. CALTRANS will provide encroachment permits at no cost to PARTNERS, their contractors, consultants and agents, and the following utility companies: Southern California Edison, Moreno Valley Utility, and Eastern Municipal Water District.

70. Fines, interest, or penalties levied against a PARTNER will be paid, independent of OBLIGATIONS COST, by the PARTNER whose actions or lack of action caused the levy. That PARTNER will indemnify and defend each other PARTNER.

71. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS COST only after those hired by PARTNERS to participate in OBLIGATIONS incur and pay those costs.

    Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Personnel Administration (DPA) rules current at the effective date of this agreement.

    If CITY invoices for rates in excess of DPA rates, CITY will fund the cost difference and reimburse CALTRANS for any overpayment.

72. The cost of non-IQA engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds are subject to the current Program Functional Rate. Local funds are subject to the current Program Functional Rate

and the current Administration Rate. CALTRANS periodically adjusts the Program Functional Rate and the Administration Rate.

73. If CALTRANS reimburses CITY for any costs later determined to be unallowable, CITY will reimburse those funds.

74. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is an OBLIGATIONS cost.

75. Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this agreement to place the right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

76. If there are insufficient funds in this agreement to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTNER implementing commitments or conditions accepts responsibility to fund these activities, as they apply to each PARTNER's responsibilities, until such time as PARTNERS amend this agreement.

Each PARTNER may request reimbursement for these costs during the amendment process.

77. PARTNERS will pay invoices within 30 calendar days of receipt of invoice.

Cost: Environmental Permits, Approvals and Agreements

78. The cost of coordinating, obtaining, complying with, implementing, and if necessary renewing and amending resource agency permits, agreements, and/or approvals is an OBLIGATIONS COST.

Cost: CONSTRUCTION Support

79. The cost to maintain the SHS within PROJECT limits is an OBLIGATIONS COST until PARTNERS execute a separate maintenance agreement.

80. Each PARTNER listed below may submit invoices for CONSTRUCTION Support for source inspection:
    - CALTRANS may invoice CITY

81. PARTNERS will exchange funds for actual costs up to a maximum of $65,000.

CALTRANS will invoice CITY for $10,000 initial deposit 30 working days prior to the construction contract bid advertisement date. This deposit represents two (2) months' estimated support costs for source inspection.

Thereafter, CALTRANS will submit to CITY monthly invoices for estimated monthly costs based on the prior month's actual expenditures.

After PARTNERS agree that all WORK is complete, CALTRANS will submit a final accounting for all OBLIGATIONS COSTS. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this agreement.

Cost: CONSTRUCTION Capital

82. The cost of all SFM is a CONSTRUCTION CAPITAL cost.

CALTRANS will invoice CITY for the actual cost of any SFM as a CONSTRUCTION CAPITAL cost.

After PARTNERS agree that all WORK is complete, CALTRANS will submit a final accounting for all SFM costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this agreement.

SCHEDULE

83. PARTNERS will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN. The Project Manager must approve the PROJECT MANAGEMENT PLAN before the encroachment permit for construction is issued.

GENERAL CONDITIONS

84. PARTNERS understand that this agreement is in accordance with and governed by the Constitution and laws of the State of California. This agreement will be enforceable in the State of California. Any PARTNER initiating legal action arising from this agreement will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this agreement resides, or in the Superior Court of the county in which PROJECT is physically located.

85. All OBLIGATIONS of CALTRANS under the terms of this agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.

86. Any PARTNER performing IQA does so for its own benefit. No one can assign liability to that PARTNER due to its IQA activities.

87. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this agreement.

It is understood and agreed that CALTRANS will fully defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this agreement.

88. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this agreement.

It is understood and agreed that CITY will fully defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY and/or its agents under this agreement.

89. PARTNERS do not intend this agreement to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. PARTNERS do not intend this agreement to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.

90. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this agreement.

91. PARTNERS will not interpret any ambiguity contained in this agreement against each other. PARTNERS waive the provisions of California Civil Code section 1654.

92. A waiver of a PARTNER's performance under this agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this agreement does not constitute an amendment to or negate all other articles or sections of this agreement.

93. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

94. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within 30 calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.

95. PARTNERS will first attempt to resolve agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the Director of Public Works/City Engineer of CITY will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

    Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this agreement. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

    Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.

    PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this agreement or to enforce the provisions of this article including equitable relief.

96. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

97. If any provisions in this agreement are deemed to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other agreement provisions invalid, inoperative, or unenforceable, and PARTNERS will automatically sever those provisions from this agreement.

98. PARTNERS intend this agreement to be their final expression and supersede any oral understanding or writings pertaining to OBLIGATIONS.

99. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this agreement to include completion of those additional tasks.

100. PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.

101. This agreement will terminate upon OBLIGATION COMPLETION or an amendment to terminate this agreement, whichever occurs first.

However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

102. The following documents are attached to, and made an express part of this agreement: SCOPE SUMMARY, FUNDING SUMMARY.

DEFINITIONS

CALTRANS – The California Department of Transportation

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at http://www.dot.ca.gov/hq/projmgmt/guidance.htm.

CEQA (California Environmental Quality Act) – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

CFR (Code of Federal Regulations) – The general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

CONSTRUCTION CAPITAL – See PROJECT COMPONENT.

CONSTRUCTION SUPPORT – See PROJECT COMPONENT.

COOPERATIVE AGREEMENT CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this agreement and in all amendments to this agreement.

COST – The responsibility for cost responsibilities in this agreement can take one of three assignments:

- **OBLIGATIONS COST** – A cost associated with fulfilling OBLIGATIONS that will be funded as part of this agreement. The responsibility is defined by the funding commitments in this agreement.
- **PROJECT COST** – A cost associated with PROJECT that can be funded outside of OBLIGATIONS. A PROJECT COST may not necessarily be part of this agreement. This responsibility is defined by the PARTNERS' funding commitments at the time the cost is incurred.
- **PARTNER COST** – A cost that is the responsibility of a specific PARTNER, independent of PROJECT.

FHWA – Federal Highway Administration

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at www.fhwa.dot.gov/topics.htm.

FUNDING PARTNER – A PARTNER that commits a defined dollar amount to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds identified on the FUNDING SUMMARY under its name.

FUNDING SUMMARY – The table that designates an agreement's funding sources, types of funds, and the PROJECT COMPONENT in which the funds are to be spent. Funds listed on the FUNDING SUMMARY are "not-to-exceed" amounts for each FUNDING PARTNER.

GAAP (Generally Accepted Accounting Principles) – Uniform minimum standards and guidelines for financial accounting and reporting issued by the Federal Accounting Standards Advisory Board that serve to achieve some level of standardization. See http://www.fasab.gov/accepted.html.

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.

HM-2 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

IMPLEMENTING AGENCY – The PARTNER responsible for managing the scope, cost, and schedule of a PROJECT COMPONENT to ensure the completion of that component.

IQA (Independent Quality Assurance) – Ensuring that IMPLEMENTING AGENCY's quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan (QMP). IQA does not include any work necessary to actually develop or deliver WORK or any validation by verifying or rechecking work performed by another partner.

NEPA (National Environmental Policy Act of 1969) – The federal act that establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

OBLIGATION COMPLETION – PARTNERS have fulfilled all OBLIGATIONS included in this agreement, and all amendments to this agreement, and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

OBLIGATIONS – All responsibilities included in this agreement.

OBLIGATIONS COST – See COST.

OMB (Office of Management and Budget) – The federal office that oversees preparation of the federal budget and supervises its administration in Executive Branch agencies.

PARTNER – Any individual signatory party to this agreement.

PARTNERS – The term that collectively references all of the signatory agencies to this agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER's individual actions legally bind the other partners.

PROJECT – The undertaking to improve the eastbound ramp configuration at Moreno Beach Drive on SR-60 in the city of Moreno Valley and construct auxiliary lanes for the eastbound portion of the freeway between the Nason Street overcrossing and the Moreno Beach Drive overcrossing.

PROJECT COMPONENT – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- **PID (Project Initiation Document)** – The activities required to deliver the project initiation document for PROJECT.
- **PA&ED (Project Approval and Environmental Document)** – The activities required to deliver the project approval and environmental documentation for PROJECT.
- **PS&E (Plans, Specifications, and Estimate)** – The activities required to deliver the plans, specifications, and estimate for PROJECT.
- **R/W (Right of Way) SUPPORT** –The activities required to obtain all property interests for PROJECT.
- **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for PROJECT.
- **CONSTRUCTION SUPPORT** – The activities required for the administration, acceptance, and final documentation of the construction contract for PROJECT.
- **CONSTRUCTION CAPITAL** – The funds for the construction contract.

PROJECT COST – See COST.

PROJECT MANAGEMENT PLAN – A group of documents used to guide a project's execution and control throughout that project's lifecycle.

QMP (Quality Management Plan) – An integral part of the Project Management Plan that describes IMPLEMENTING AGENCY's quality policy and how it will be used.

RESIDENT ENGINEER – A civil engineer licensed in the State of California who is responsible for construction contract administration activities. Said engineer must be independent of the design engineering company and the construction contractor.

SAFETEA-LU – Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users

SCOPE SUMMARY – The attachment in which each PARTNER designates its commitment to specific scope activities within each PROJECT COMPONENT as outlined by the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at http://www.dot.ca.gov/hq/projmgmt/guidance.htm.

SHS (State Highway System) – All highways, right of way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

SPONSOR – Any PARTNER that accepts the responsibility to establish scope of PROJECT and the obligation to secure financial resources to fund PROJECT. SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT scope. If a PROJECT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

SFM (State Furnished Material) – Any materials or equipment supplied by CALTRANS.

WORK – All scope activities included in this agreement.

CONTACT INFORMATION

The information provided below indicates the primary contact data for each PARTNER to this agreement. PARTNERS will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this agreement.

The primary agreement contact person for CALTRANS is:
Jamal Elsaleh, Program/Project Management Office Chief
464 W. Fourth Street
San Bernardino, California 92401-1400
Office Phone: (909) 383-6710
Email: jamal.elsaleh@dot.ca.gov

The primary agreement contact person for CITY is:
Margery Lazarus, Senior Engineer, P.E.
P.O. Box 88005
Moreno Valley, California 92552-0805
Office Phone: (951) 413-3133
Email: margeryl@moval.org

SIGNATURES

PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

APPROVED

By: _____
RAYMOND W. WOLFE, PhD
Deputy District Director

P.D. Date: 1/4/12

CERTIFIED AS TO FUNDS:

By: _____
LISA PACHECO
District Budget Manager

Date: 12/23/11

CITY OF MORENO

APPROVED

By: _____
HENRY GARCIA
for City Manager

Date: 12/19/11

APPROVED AS TO FORM AND PROCEDURE

By: _____
ROBERT L. HANSEN
for City Attorney

Date: 12-15-11

08-RIV-60-18.9/19.6
EA: 32301
District Agreement 08-1514
Project Number 0800000593

SCOPE SUMMARY

4	5	6	7	8	Description	CALTRANS	CITY	N/A
5	270				Construction Engineering and General Contract Administration		X	
		10			Construction Staking Package and Control		X	
		15			Construction Stakes		X	
		20			Construction Engineering Work		X	
		25			Construction Contract Administration Work		X	
			05		Secured Lease for Resident Engineer Office Space or Trailer		X	
			10		Set Up Construction Project Files		X	
			15		Pre-Construction Meeting		X	
			20		Progress Pay Estimates		X	
			25		Weekly Statement of Working Days		X	
			30		Construction Project Files and General Field Office Clerical Work		X	
			35		Labor Compliance Activities		X	
			40		Approved Subcontractor Substitutions		X	
			45		Coordination		X	
			50		Civil Rights Contract Compliance		X	
			99		Other Construction Contract Administration Products		X	
		30			Contract Item Work Inspection		X	
		35			Construction Material Sampling and Testing		X	
			05		Materials Sampling and Testing for Quality Assurance		X	
			10		Plant Inspection for Quality Assurance		X	
			15		Independent Assurance Sampling and Testing		X	
			20		Source Inspection	X		
		40			Safety and Maintenance Reviews		X	
		45			Relief From Maintenance Process		X	
		55			Final Inspection and Acceptance Recommendation		X	
		60			Plant Establishment Administration		X	
		65			Transportation Management Plan Implementation During Construction		X	
		80			Long-Term Environmental Mitigation/Mitigation Monitoring During Construction Contract		X	
		99			Other Construction Engineering and General Contract Administration		X	
5	275				Construction Engineering and General Contract Administration of Structures Work		X	
5	285				Contract Change Order Administration		X	
5	290				Resolve Contract Claims		X	
5	295				Accept Contract, Prepare Final Construction Estimate, and Final Report		X	
4	300				Final Right of Way Engineering		X	

PACT Version 10.1.2011_02_17

Initials / Date:
City Attorney: BMB Date: 1-9-12
City Manager: TMD Date: 1/10/12

Item No. A.7

08-RIV-60-18.9/19.0
EA: 32301
District Agreement 08-1514
Project Number 0800000593

FUNDING SUMMARY

Funding Source	Funding Partner	Fund Type	CON Capital	CON Support	Subtotal Support	Subtotal Capital	Subtotal Funds Type
LOCAL	CITY	City	$8,800,000	$450,000	$450,000	$8,800,000	$9,250,000
		Subtotals by Component	$8,800,000	$450,000	$450,000	$8,800,000	$9,250,000

MV00178875

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** ☐ a. bid/offer/application b. initial award c. post-award	**3. Report Type:** ☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known*: **Congressional District**, *if known*: 4c	**5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:** **Congressional District**, *if known*:	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $	
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Attachment "D"

Item No. A.7

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

LIST OF SUBCONSULTANTS

PROJECT NAME: _____

PROJECT NO: _____

CONSULTANT NAME: _____

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

Duplicate this form as necessary to report all subconsultant(s) information

Attachment "E"

PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) – PART I

The proposer shall list all subconsultants (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE subconsultants elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*

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MV00178879

PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) – PART II

The proposer shall list all subconsultants who provided a quote or proposal but were not selected to participate as a subconsultant on this project. This is required fc compliance with Title 49, Section 26 of the Code of Federal Regulations. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*

Distribution: 1) Original – Local Agency File

MV00178880

EXHIBIT 10-O2 Local Agency Proposer DBE Information (Consultant Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

TOTAL CONTRACT AMOUNT ($): _____

PROPOSER'S NAME: _____

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified at the time proposals are due - include DBE address and phone number)	DOLLAR AMOUNT OF EACH DBE

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal-Aid Project Number: _____

Federal Share: _____

Contract Award: _____

Total Claimed DBE Participation $ _____ _____ %

Local Agency certifies that the DBE certifications have been verified and all informations is complete and accurate.

Print Name Signature Date
Local Agency Representative

(Area Code) Telephone Number:

Signature of Proposer

Date (Area Code) Tel. No.

Person to Contact (Please Type or Print)

For Caltrans Review:

Print Name Signature Date
Caltrans District Local Assistance Engineer

Local Agency Proposer DBE Information (Consultant Contracts)
(Rev 6/27/09)

Distribution: (1) Copy - Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days after contract execution. Failure to send a copy to the DLAE within 15 days after contract execution may result in deobligation of funds for this project.
(2) Original - Local agency files

INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION (CONSULTANT CONTRACTS)

SUCCESSFUL PROPOSER:

The form requires specific information regarding the consultant or other contract: Local Agency, Location, Project Description, Total Contract Amount, Proposal Date, and successful Proposer's Name.

The form has a column for the Work Item Number and Description or Services to be Subcontracted to DBEs. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the prime consultant. Enter DBE prime consultant's and subconsultant's certification number. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on or before the proposals are due and include DBE address and phone number).

Enter the Total Claimed DBE Participation dollar amount of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe exact portion of time to be performed by the DBE.) See "Notice to Proposers Disadvantaged Business Enterprise Information," (Exhibit 10-I) to determine how to count the participation of DBE firms.

Exhibit 10-O2 must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Number, Federal-aid Project Number, Federal Share, and Contarct Award fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the deobligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

Ninyo & Moore

Geotechnical and Environmental Sciences Consultants

PROPOSAL FOR
MATERIALS TESTING AND GEOTECHNICAL SERVICES
SR-60 / MORENO BEACH DRIVE PHASE 1 IMPROVEMENTS PROJECT
EA 32301 / PROJECT NO. 07-41570024

PREPARED FOR:
City of Moreno Valley
Public Works Department
Capital Projects Division
14177 Frederick Street
Moreno Valley, California 92552-0805

PREPARED BY:
Ninyo & Moore
Geotechnical and Environmental Sciences Consultants
11650 Mission Park Drive, Suite 101
Rancho Cucamonga, California 91730

August 1, 2012
Proposal No. P-15614

Exhibit "B"

August 1, 2012
Proposal No. P-15614

City of Moreno Valley
Public Works Department
Capital Projects Division
14177 Frederick Street
Moreno Valley, California 92552-0805

Attn: Margery Lazerus, P.E., Senior Engineer

Subject: **Proposal for Materials Testing and Geotechnical Services**
SR-60/Moreno Beach Drive Phase 1 Improvements Program
EA 32301 / Project No. 07-41570024
City of Moreno Valley, California

Ninyo & Moore Geotechnical and Environmental Sciences Consultants is pleased to submit our proposal to provide materials testing and geotechnical consulting services to the City of Moreno Valley for the SR-60/Moreno Beach Drive Phase 1 Improvements Project. We fully understand the City's needs and desires for these services and are committed to providing the City with high quality and cost-effective geotechnical consulting services. We are ready to meet the City's requirements by making available a tailored team of dedicated professionals who have the resources and requisite experience with similar projects to meet your needs.

Some of the advantages Ninyo & Moore provides the City of Moreno Valley include:

- A proven track record as the geotechnical on-call consultant for many other cities in southern California, including the cities of Moreno Valley, Fontana (since 1995), Rancho Cucamonga, Irvine, Mission Viejo, and Rialto. Under these contracts Ninyo & Moore has performed geotechnical, environmental, and soils and materials testing services on numerous projects that are similar in type and scope to the City of Moreno Valley's planned Public Works/Capital Projects.

- Through the years of providing on-call services to public agencies, Ninyo & Moore has developed an effective and efficient approach to management of on-call/as-needed services contracts. Our approach, described in this Proposal, will be utilized on this contract to benefit the City of Moreno Valley.

- A team composed of highly experienced geotechnical engineers, geologists, inspectors, and field and laboratory technicians. Dr. Jalal Vakili, a Principal Engineer of Ninyo & Moore, will lead the team, and has the authority to draw on the entire resources of Ninyo & Moore for the timely and successful completion of the projects.

- Ninyo & Moore has maintained an office in the Inland Empire since 1993 and has performed many projects in the area. Our services will be coordinated from our Rancho Cucamonga office and geotechnical laboratory located at 11650 Mission Park Drive, Suite 101.

- As one of the largest geotechnical consulting firms in Southern California, Ninyo & Moore employs over 380 professionals, including numerous California-registered engineers and geologists and certified inspectors and technicians.

- Our field and laboratory technicians with certifications from ICC, NICET, ACI, and Caltrans. Our fully-equipped, in-house soil and material testing laboratories are accredited by Caltrans, American Association of State Highway and Transportation Officials (AASHTO), Cement and Concrete Reference Laboratory (CCRL), the City of Los Angeles, the Division of the State Architect, and many other public agencies.

- Ninyo & Moore is a Minority Business Enterprise bringing 100% MBE participation to this contract.

We are fully prepared to make every possible commitment needed for the successful and timely completion of any project assigned to us. Your favorable consideration of this proposal is appreciated, and we look forward to being of service to the City of Moreno Valley.

Sincerely,
NINYO & MOORE

Jalal Vakili, Ph.D., P.E.
Principal Engineer

JBR/AR/JV/glw

Distribution: (5) Addressee (1 unbound, 3 bound, 1 Compact Disc)

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INTRODUCTION

Ninyo & Moore is pleased to submit this proposal for materials testing and geotechnical consulting services during construction of the State Route 60/Moreno Beach Drive Phase 1 Improvement Project in Moreno Valley, California. We have prepared our proposal based on the RFP dated July 3, 2012. Based on our review of the project plans and special provisions, we understand that the project will generally consist of realigning the SR-60/Moreno Beach eastbound off-and-on-ramps, adding an eastbound auxiliary lane, installation of a new traffic signal at the new intersection of the eastbound ramps and Moreno Beach Drive, adding a retaining wall, adding ramp metering, extension of Eucalyptus Avenue to Moreno Beach Drive, modification of the traffic signal at the intersection of Eucalyptus and Moreno Beach Drive, coordination of utility relocations, irrigation, and related work. We understand that our services will include sampling and testing during embankment construction (earthwork), structure backfill, trench backfill, wall backfill, subgrade preparation, aggregate base placement, asphalt concrete pavement placement, structural concrete placement, and batch plant inspections. Testing will be performed in general accordance with Caltrans test methods and test frequencies as described in the Caltrans Construction Manual and Standard Specifications, City of Moreno Valley Specifications, Eastern Municipal Water District (EMWD), Riverside County Flood Control and Water Conservation District (RCFCD), and California Occupational Safety and Health Administration (OSHA) Construction Safety Orders.

Our services to the City of Moreno Valley will be provided from our Rancho Cucamonga office and soils and materials laboratory, located at 11650 Mission Park Drive, Suite 101, Rancho Cucamonga, California 91730. The telephone number for our Rancho Cucamonga office is (951) 758-5960, and the fax number is (951) 758-5966. Dr. Jalal, Vakili, a Principal Engineer for Ninyo & Moore, has the authorization to negotiate and enter into contracts on behalf of Ninyo & Moore and will serve as the point-of-contact during the proposal evaluation period. Dr. Vakili's e-mail address is jvakili@ninyoandmoore.com.

REQUIRED STATEMENTS

As required in the City of Moreno Valley's RFP, we are providing the following required statements.

"Ninyo & Moore incorporates the City of Moreno Valley's Request for Proposal for Professional Consultant Services SR-60 / Moreno Beach Drive Phase 1 Improvements Project, EA 32301, Project No. 07-41570024 in its entirety into this Proposal for materials testing and geotechnical services."

"The City of Moreno Valley's Request for Proposal for Professional Materials Testing Geotechnical Services and this Proposal will jointly become part of the Agreement for Professional Materials Testing and Geotechnical Services for this project when the said agreement is fully executed by Ninyo & Moore and the Mayor or City Manager of Moreno Valley."

"Our services to be provided, and fees therefore, will be in accordance with the City of Moreno Valley's Request for Proposal for Professional Materials Testing and Geotechnical Services except as otherwise specified in our proposal under the heading "Additions or Exceptions to the City's Request for Proposal for Professional Materials Testing and Geotechnical Services."

"Ninyo & Moore acknowledges and understands that it will not be allowed to change its subconsultant without written permission from the City."

"Our services for geotechnical and materials testing services will be performed on an hourly basis with a not-to-exceed fee, based on assumed scope of services and detailed man-hour and laboratory testing estimates."

"Ninyo & Moore will document and provide the results of our work to the satisfaction of the City of Moreno Valley in accordance with the contract documents."

"Ninyo & Moore will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work".

"Ninyo & Moore will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin."

"Ninyo & Moore will comply with federal, state and local laws and regulations in performing our services. In case of conflict between federal, state, and local laws or regulations, the strictest shall be adhered to."

"Ninyo & Moore will allow all authorized federal, state, county and City officials access to place of work, books, documents, papers, fiscal, payroll materials, and other relevant contract records pertinent to the special project. All relevant records shall be retained by Ninyo & Moore for at least three years."

"Ninyo & Moore will comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to said regulations, entitled 'Federal Labor Standards Provisions,' 'Federal Prevailing Wage Decision' and State of California prevailing rates, respectively."

"Ninyo & Moore will comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulations (29 CFR 3) issued pursuant thereto, and any amendments thereof."

"Ninyo & Moore offers and agrees to assign to the City of Moreno Valley all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works of the subcontract. This agreement shall be made and become effective at the time the City tenders final payment to Ninyo & Moore, without further acknowledgement by the parties."

ADDITIONS OR EXCEPTIONS TO THE CITY RFP

Ninyo & Moore takes no exceptions and has no additions to the City of Moreno Valley's Request for Proposal for Professional Geotechnical and Materials Testing Services, SR-60 / Moreno Beach Drive Phase 1 Improvement Project, EA 32301, Project No. 07-41570024.

GENERAL EXPERIENCE AND QUALIFICATIONS

Ninyo & Moore, a California Corporation, is a minority-owned, multidisciplinary consulting firm that provides high-quality geotechnical and environmental consulting, as well as materials testing and inspection services. The firm was incorporated in 1986 to provide consulting services in geotechnical engineering, construction inspection and testing, engineering geology, hydrogeology, hazardous waste remediation and environmental assessment. Ninyo & Moore has the necessary professional personnel and equipment to perform the requested professional. Ninyo & Moore will utilize the services of Axiom Engineering & Science Corporation, Inc. (Axiom), a certified UDBE/DBE for this project. Axiom will provide materials testing services that will complement our team and resources by bringing their expertise as well as their certified inspectors and technicians. Having graduated from the DBE program, Ninyo & Moore acknowledges the importance of opportunities provided to DBE firms by the larger firms working on major public works projects. We will also utilize the services of drilling subcontractors for exploratory field explorations, if these services are requested.

Ninyo & Moore has the financial resources and organizational capabilities to conduct and complete the proposed work for the City of Moreno Valley and is financially strong, as rated by Dun and Bradstreet (Number 15-410-4079). We are committed to being responsive, thorough, technically sound, and active in the business community. Ninyo & Moore serves its clients through offices located in:

- Rancho Cucamonga
- Irvine
- Los Angeles
- San Diego
- Oakland
- San Francisco
- Sacramento
- San Jose
- Phoenix, Arizona
- Prescott, Arizona
- Las Vegas, Nevada
- Carson City, Nevada
- El Paso, Texas
- Denver, Colorado

The quality of Ninyo & Moore's personnel base of over 400 employees is widely recognized. Our staff of professionals includes experienced and California licensed geotechnical engineers, civil engineers, environmental engineers, engineering geologists, hydrogeologists, environmental scientists, certified technicians and field inspectors, and hazardous waste and regulatory compliance specialists. Our materials testing and inspection personnel are certified by various agencies including Caltrans, International Code Council (ICC), American Welding Society (AWS), California Division of the State Architect (DSA), American Concrete Institute (ACI) as well as other certifying organizations.

The experience of Ninyo & Moore's geotechnical staff encompasses projects throughout the southwestern United States, including evaluations for roads, bridges, highways, municipal and commercial structures, educational, medical and recreational facilities, pipelines, tunnels, reservoirs, treatment plants, power plants, dams, waste-to-energy facilities, tanks, transmission towers, harbors and offshore structures, railroads, airports, low- and high-rise struc-

tures, landfills, and other public and private works. Our environmental staff has diverse experience in environmental assessments, water quality evaluations, environmental audits, regulatory compliance studies, water resources development, soil and groundwater contamination studies, and site remediation.

Ninyo & Moore performs the necessary geotechnical laboratory testing in-house, in one of our three fully-equipped, certified geotechnical and construction materials laboratory facilities in southern California. We have included certifications for our Irvine and Rancho Cucamonga laboratories in an Appendix to this proposal. Our laboratories are supervised by registered engineers and are certified by the City of Los Angeles, Caltrans, California Division of the State Architect (DSA), American Association of State Highway and Transportation Officials (AASHTO), Cement and Concrete Reference Laboratories (CCRL), the U.S. Army Corps of Engineers, and other regulatory agencies. As part of our laboratory accreditation, we have written quality control procedures for laboratory testing, which includes training and certification of both our laboratory personnel and testing equipment.

Ninyo & Moore also has both geotechnical and environmental quality assurance/quality control programs which facilitate compliance with project performance standards, schedules and budgets. These comprehensive quality assurance plans utilize management approach procedural manuals that delineate the interrelationship between management and design team components and describe specific quality control procedures to be used. The programs address data generation, management, and quality assessment guidelines for sampling and analysis procedures, as well as methods of corrective action. The quality assurance program manuals are available for review upon request.

Ninyo & Moore is committed to a policy of equal opportunity for applicants and employees in all areas of the employer-applicant and employer-employee relationship. This policy includes affirmative recruiting as well as hiring, promotion, transfer, discipline, layoff, recall, and termination of all persons on the basis of qualifications, competence, and merit without regard to any individual's sex, race, color, religion, national origin, ancestry, pregnancy, age, marital status, medical condition, veteran status, sexual orientation, or mental or physical disability, including AIDS or HIV-positive status.

Capacity to Accomplish Work Assignments and the Availability of Personnel

The firm's large base of professionals enables Ninyo & Moore to be responsive to client needs and to successfully complete project tasks on time. Current and anticipated work loads are such that there are more than an adequate number of experienced personnel that can be assigned to complete services for any size project. Currently, backlog for geotechnical and environmental professionals is less than 75 percent of current capacity.

Ninyo & Moore has established effective management control systems, have integrated them for efficient project administration, and have trained staff to respond quickly and efficiently to task orders and project situations as they arise in order to meet project deadlines. Having completed many complex projects within strict time constraints, Ninyo & Moore has developed flexible management systems which allow project managers to draw on experienced technical and administrative personnel throughout the company. This allows the use of a wide-ranging personnel base at reduced cost to the project and has resulted in efficient budget control and adherence to project schedules. Contract needs are met by assigning appropriate resources (experienced personnel and equipment) as needed to meet specific project requirements. To further meet these project schedules, personnel are available for weekend and/or around-the-clock efforts. Ninyo & Moore's proposed project personnel possess the appropriate licenses and certifications needed for this project.

Ninyo & Moore has assembled a team of highly qualified and experienced personnel for this important contract. Ninyo & Moore has the personnel resources to replace one or more of our key personnel with equal competency with written City approval, in the unlikely event that one our key personnel become unavailable. As previously mentioned, we have developed an on-call contract management approach that has been developed to respond efficiently to our client's needs through our project manager. As indicated on our organization chart, our project manager will be the single point-of-contact for the City.

Ninyo & Moore's field staff is highly experienced and qualified to provide testing and inspection services for an extensive range of project requirements. Ninyo & Moore's field and laboratory technicians maintain certifications with Caltrans, ACI, ICC, DSA, OSHA, and NICET, and possess a working knowledge of the requirements and procedures as specified by these agencies. Our proposed field and laboratory technicians are extensively experienced at providing geotechnical soils and materials testing services for construction projects and are fully available for this contract.

Resource Allocation Matrix

Tasks	Individual	Hours Available
Project Coordination and Technical Support	Principal Engineer/Geologist	2 hours
	Project Engineer/Geologist	80 hours
Pre-Construction Meeting	Project Engineer	2 hours
Field Services:		
Earthwork and Embankment	Field Technician	200 hours
Structure Backfill and Trench Backfill	Field Technician	120 hours
Subgrade and Aggregate Base	Field Technician	120 hours

Tasks	Individual	Hours Available
Hot Mix Asphalt (HMA)	Field Technician	140 hours
Portland Cement Concrete	Field Technician	20 hours
Batch Plant Inspector	Field Technician	160 hours
Sample Pick Up	Field Technician	10 hours
Report Preparation	Principal Engineer/Geologist	2 hours
	Project Engineer/Geologist	6 hours
	Secretarial/Clerical	6 hours

Project Experience

Based on our review of the RFP, the following are some of Ninyo & Moore's relevant projects successfully completed by our staff that demonstrates our competence to perform work similar in scope and magnitude required for the City of Moreno Valley.

City of Moreno Valley/Indian at Bay Traffic Signals, Moreno Valley, California
Client: City of Moreno Valley Public Works Department,
14177 Frederick Street, Moreno Valley, CA 92552
Contact: Margery Lazarus, 951/413-3133

Ninyo & Moore was retained to provide "On-Call" Geotechnical services for the construction of the Traffic Signals at Indian Street and Bay Avenue project. Improvements consisted of removal and reconstruction of sections of the roadway, new curb & gutter, sidewalk, signing, striping, and traffic signalization improvements. The new pavement section was 4 inches asphalt concrete over 8 inches of aggregate base. Our services included project coordination and management with the client construction manager. Our field services included field sampling and testing during earthwork construction, aggregate base placement, and asphalt concrete placement in order to evaluate the materials conformance with the project specifications. Our laboratory services included maximum density/optimum moisture content, and asphalt concrete maximum density. Our test data and daily field reports were submitted to the client.

City of Moreno Valley/ Lasselle at JFK Traffic Signals, Moreno Valley, California
Client: City of Moreno Valley Public Works Department,
14177 Frederick Street, Moreno Valley, CA 92552
Contact: Margery Lazarus, 951/413-3133

Ninyo & Moore was retained to provide "On-Call" Geotechnical services for the construction of the Traffic Signals at Lasselle Street and John F. Kennedy Drive project. Improvements consisted of removal and reconstruction of sections of the roadway, new curb & gutter, sidewalk, signing, striping, and traffic signalization improvements. The new pavement section was 4 inches asphalt concrete over 8 inches of aggregate base. Our services included project coordination and management with the client construction manager. Our field services included field sampling and testing during earthwork construction, aggregate base placement, and asphalt concrete placement in order to evaluate the materials conformance with the project specifications. Our laboratory services included

maximum density/optimum moisture content, Extraction, % asphalt, including gradation, and asphalt concrete maximum density. Our test data and daily field reports were submitted to the client.

Nutmeg Overcrossing at Interstate 15, Murrieta, California

Client: City of Murrieta , Department of Public Works
26442 Beckman Court, Murrieta, CA 92562

Contact: Mr. Russ Napier; 951-798-1040 *(no longer with agency)*

Ninyo & Moore was retained by the City of Murrieta to provide soils and materials testing services during the construction of the Nutmeg Overcrossing at the Interstate 15 (I-15) freeway in Murrieta, California. The overcrossing, designed in accordance with Caltrans specifications, will have four travel lanes (two lanes in each direction) and consists of a two-span, cast-in-place, prestressed box girder structure supported by two abutments and a center three-column bent. The bent is supported by on spread footing and each abutment is supported on 21 driven steel piles. Ninyo & Moore's services during construction included Quality Assurance and acceptance testing utilizing standard California Test Methods, in accordance with the Caltrans Construction Manual, Standard Specifications, Standard Plans, and the project's Special Provisions. Our services included providing Caltrans certified batch plant inspectors, field technicians, and laboratory technicians to perform the required materials sampling and testing. Our batch plant inspection services included inspection and sampling at the plants during production of asphalt and Portland cement concrete materials. Field sampling and testing of concrete for structures, pavement and miscellaneous items was also in our scope of services. Our field services included soil compaction testing during the abutment embankment construction, structure backfill, utility trench backfill, aggregate base, and asphalt concrete pavement placement operations. Collected construction material samples were tested in our Caltrans certified laboratory by our Caltrans certified laboratory technicians. Laboratory test results were reported and filed in accordance with Caltrans documentation procedures, as well as daily reports of our plant inspections and field testing services.

SR 215 Segments 1 & 2 Project, San Bernardino, California

Client: San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715

Contact: Mr. Sagar Pandey; 909/884-8276

Ninyo & Moore was retained to provide materials testing and inspection services during construction of the SR 215 Segments 1 & 2 project in San Bernardino, California. The project consists of widening and realignment of approximately 2.4 miles of the existing SR 215. The construction will accommodate 4 mixed flow lanes and 1 high occupancy vehicle lane in each direction. The project is anticipated to be constructed in several phases and will include site improvements including 39 CIP and MSE retaining walls, 8 new bridges, 5 bridge replacements, 2 bridge widenings, 1 connector replacement, 1 new connector, and 9 bridge removals, masonry block walls, sound walls, concrete flatwork, Portland cement concrete paving, asphalt concrete paving, drainage structures, utility relocations, striping, lighting, and signage improvements.over an approximately 4 year period. Services include construction observation and intermittent field and laboratory testing of the construction materials used in the proposed project. Services also include observation, sampling and testing during embankment construction (earthwork), structure backfill, trench backfill, subgrade prepararation, aggregate base placement, lean concrete base placement, Portland cement concrete pavement, asphalt concrete pavement placement, structural concrete placement, and batch plant inspections. Testing is being performed in general accordance with Caltrans test methods and test frequencies as described in the Caltrans Testing is being performed in general accordance with Caltrans test methods and test frequencies as described in the Caltrans Construction Manual and Standard Specifications.

I-5 Gateway Project, (Orange County to Los Angeles County)
Client: Caltrans c/o Caltrop
1851 East First Street, Suite 1260, Santa Ana, CA 92705
Contact: Mr. Derich Sukow, 714-426-0595

The project consisted of reconstructing and widening the existing I-5 Freeway from the 91 Freeway interchange to the Los Angeles County line. The construction included removal and replacement of 4 bridges including the Artesia Boulevard Bridge, Western Avenue Bridge, Beach Boulevard Bridge and Stanton Avenue Bridge. The project also included construction of 10 new retaining walls. The retaining wall designs included driven piles, cast-in-drilled-hole (CIDH) piles, spread footings, tie-back anchors and decorative concrete. The adjacent on-ramps and off-ramps were also widened and/or reconstructed. The I-5 main line was reconstructed and lowered in some areas by approximately one meter and raised in other areas by up to approximately four meters. Several of the new foundations had to be constructed near or below the ground water elevation. The working hours often included night shift and weekends.

Our services included project coordination, management and technical support. Our field services included sampling and testing of structural concrete, asphalt concrete (AC), asphalt treated permeable base (ATPB), embankment fill, lean concrete base (LCB), cement treated base (CTB), aggregate base (AB) and polymer concrete overlay. Our services included batch plant inspection during production of asphalt concrete and structural concrete. A mobile lab was set up on-site to help speed up the turn around time on some of the lab tests. Our laboratory testing services included California Impact Test, R-Value, sieve analysis, sand equivalent, AC extraction and gradation, AC maximum density, aggregate cleanness value, durability, percent crushed particles and LA rattler, concrete compressive strength and flexural strength testing and mix design review. Our testing services were performed in general accordance with Caltrans and ASTM test methods and test frequencies.

EXPERIENCE OF KEY PERSONNEL

Dr. Jalal Vakili will serve as Principal-in-Charge for the duration of the contract. Dr. Vakili has a Ph.D. in Geotechnical Engineering, a M.S. degree in Applied Mechanics, and a B.S. degree in Civil Engineering. He is a California-registered civil engineer with over 44 years experience in providing geotechnical services for public work and infrastructure projects for cities, counties, Caltrans, and other State and municipal agencies. His experience includes street improvements; bridges and retaining walls; highways and major transportation corridors; sewers, pipelines, dams and flood control structures; and residential and commercial developments. Dr. Vakili's background includes teaching and performing quality research in the field of geotechnical engineering. Dr. Vakili has been a Principal Engineer at Ninyo & Moore for over 16 years and has been the Principal-in-Charge for many of Ninyo & Moore's on-call contracts with the cities of Moreno Valley, Fontana, Rancho Cucamonga, Rialto, Pasadena, Irvine, and Mission Viejo, Riverside County Transportation Commission (RCTC), Caltrans, the Los Angeles County Department of Public Works, Orange County Sanitation District, Orange County Transportation Authority (OCTA), and John Wayne Airport.

Our project manger will be Mr. Kurt Yoshii. Mr. Yoshii graduated from the University of California, Berkeley with a B.S. degree in Civil Engineering and is a licensed Civil and Geotechnical Engineer in California with over 21 years of experience. For the past 15 years, Mr. Yoshii has been employed at Ninyo & Moore where he has personally

performed various aspects of geotechnical engineering, from site development and planning through construction, field exploration, including sampling and logging, laboratory testing, geotechnical analyses and report preparation. He has also managed numerous construction services projects, which have included mass grading operations, deep excavations, de-watering, ground modification, deep foundation construction, roadway, highway and bridge construction, as well as construction materials testing and inspection services for DSA and OSHPD projects. Mr. Yoshii will be the single point-of-contact for the City on this contract and can be contacted at our Rancho Cucamonga office and laboratory located at 11650 Mission Park Drive, Suite 101, Rancho Cucamonga, California, (909) 758-5960. Mr. Yoshii will be responsible for performing the requested services in accordance with the contract requirements and budget of the specific task order assignments. Mr. Yoshii has managed contracts for public agencies which include Caltrans, the Los Angeles County, Department of Public Works, Orange County Transportation Authority (OCTA), Riverside County Transportation Commission (RCTC), John Wayne Airport, Newport-Mesa Unified School District, and City of Fontana. His geotechnical design experience includes roadways, highways, and bridges, transportation facilities for Caltrans, utility lines, power plants, cell towers, public facilities, including schools, which are performed under technical review of the Division of the State Architect (DSA), and health care facilities and hospitals, under the technical review of the Office of Statewide Heath Planning Development (OSHPD). Mr. Yoshii's strengths lie in establishing and maintaining open communication lines with his clients and effectively managing our in-house and subconsultant resources to deliver high quality and prompt services to our clients.

Ninyo & Moore's commitment to quality is evidenced by our written Quality Assurance Manual, which is administered internally by Mr. Lawrence Lovett, Principal Engineer, who is a licensed Quality Engineer in California as well as a licensed Civil Engineer. Mr. Lovett holds a B.S. degree in Civil Engineering from the University of Maryland as well as a Masters Degree in Business Administration from the City University of New York, and has over 40 years of experience.

A summary of our Key Technical personnel is provided in the following table. Comprehensive resumes can be provided on request.

Table 1 – Key Project Team

Team Members	Function	Education	Registrations/Certifications	Years Exp.
Jalal Vakili	Principal-in-Charge	Ph.D. Geotechnical Engineering M.S. Applied Mechanics B.S. Civil Engineering Construction Quality Management for Contractors, Corps of Engineers Training Course	Registered Civil Engineer, CA, RCE 45350 (Exp. 6/30/12) Professional Engineer, Nevada, PE 12269 (Exp. 6/30/12) Professional Engineer, Utah PE 9734155932202 Professional Engineer, Arizona PE 33062 Professional Engineer, Idaho PE4470	44
Kurt Yoshii	Project Manager	B.S. Civil Engineering	Registered Civil Engineer, CA RCE 54759 (Exp. 12/31/11) Registered Geotechnical Engineer, CA, GE 2508 (Exp. 12/31/11)	21
Lawrence Lovett	Technical Advisor	B.S. Civil Engineering M.B.A.	Registered Civil Engineer, CA, RCE 50994 (Exp. 09/30/11) Registered Quality Engineer, CA, QE 3960 (Exp. 03/31/11)	48
Phil Nekoranec	Field Operations Manager	Caltrans TL-0111 Certification Pacific Nuclear Gauge Operator Certification ACI Concrete Field Technician OSHA 40-hour Hazardous Waste Operations and Emergency Response Certification		13
Phil Allen	Lead Inspector	ACI Field Testing Technician Grade 1 Nuclear Gauge Use Operator ICC Reinforced Concrete ICC Prestress Concrete ICC Masonry ICC Structural Steel Welding and Bolts ICC Fireproofing		6

Subconsultant

Ninyo & Moore maintains a comprehensive list of certified D/M/W/DVBE firms and contacts these firms on a regular basis for subcontracting needs. Ninyo & Moore will utilize the subcontractor, listed in the following table, to successfully complete the project services.

Firm Name/Address	Contact	Project Experience
Axiom Engineering & Science Corporation (DBE) 1322 Bell Avenue, Suite 1G Tustin, California 92780	Mr. Johnathan Hou, P.E, G.E. 714/247-1002	• **Blue Line Operations and Maintenance Facilities Expansion Project** – Provided preliminary engineering services **Client:** Los Angeles Metropolitan Transportation Authority **Contact:** Mr. David Chong, 213/922-3629 • **NASA / Jet Propulsion Laboratory (JPL):** Provided renovation and redesign of 2 ½ miles of NASA Road. **Client:** NASA/Jet Propulsion Laboratory **Contact:** Mr. Sunil Gera, 626/305-6334 • **Various School Projects, Southern California:** In Coordination with DSA review and approval **Client:** Los Angeles Unified School District **Contact:** Mr. Albert Leung, 213/241-5134 • **I-5 and I-805 Bridge Inspections Project** - Provided construction inspection services for several bridges on this project. **Client:** Morrison-Knudsen (no longer in business)

Axiom, a certified DBE, is a full service professional engineering, architectural, construction management, inspectors, and materials testing company established in 1984. Axiom has successfully completed over hundreds of major projects since its exception of the firm. The projects include transportation facilities, bridges, educational, commercial, industrial and power generation facilities, and public works projects. Axiom maintains a materials testing laboratory which provides soils and concrete testing in accordance with the ASTM and acceptable industry standards. Their laboratory is certified by Caltrans under its IA Program for testing laboratories.

Ninyo & Moore hereby acknowledges and understands that it will not change the subconsultant without written permission from the City.

Project Approach and Understanding

Our approach to service contracts begins with the assignment of a highly qualified and experienced project manager with technical knowledge required for this contract. Our project manager will be the single point-of-contact for the City during the contract period and will be responsible for contract administration and technical coordination of our staff to perform the required tasks on time and within budget. The overall contract budget is tracked and maintained, and reported to the client on a monthly basis. Our Project Manager will meet with the City's representative(s) as needed to discuss the details of the project, as well as to clarify the project-specific issues to be addressed through our materials testing and geotechnical services.

Based on our review of the project plans and special provisions, we understand that the project will generally consist realigning the SR-60/Moreno Beach Eastbound off-and-on-ramps, adding an Eastbound auxiliary lane, installation of new traffic signal at the new intersection of the Eastbound ramps and Moreno Beach Drive, adding a retaining wall, adding ramp metering, extension of Eucalyptus Avenue to Moreno Beach Drive, modification of the traffic signal at the intersection of Eucalyptus Avenue to Moreno Beach Drive, coordination of utility relocations, irrigation and related work. We understand that our services will include, sampling and testing during embankment construction (earthwork), structure backfill, trench backfill, wall backfill, subgrade preparation, aggregate base placement, asphalt concrete pavement placement, structural concrete placement, and batch plant inspections. Testing will be performed in general accordance with Caltrans test methods and test frequencies as described in the Caltrans Construction Manual and Standard Specifications, City of Moreno Valley Specifications, Eastern Municipal Water District (EMWD) and Riverside county Flood Control and Water Conservation District (RCFCD).

Based on our understanding of the proposed construction and project plans, our scope of services will be as follows:

- Project coordination and management, including reviewing the project geotechnical reports, plans, specifications and special provisions, and providing test data summary reports
- Review project schedules and related sampling, testing and submittal requirements from the contractor for conformance to the plans and specifications.
- Attendance at pre-construction meetings and as-needed field meetings, as requested.
- Assist with monitoring and reporting of the contractor's extra work related to sampling, testing and reporting along with assisting with change orders as they relate.
- Review unknown, unforeseen and changed conditions that occur, and disputed work claims from the contractor as it relates and recommend a course of action to the engineer.
- Provide labor compliance reports and certified payroll on a weekly basis.
- On-site materials testing during construction performed by our certified personnel, on an as-requested basis. Our materials testing services for this project are anticipated to include the following:
    - Field technician services for observation, sampling, and density testing of earthwork, including during embankment construction, structure backfill, trench backfill, subgrade preparation, aggregate base and asphalt concrete placement.
    - Field technician services during the placement of Portland cement concrete for structures. In addition, site observations will also be performed for concrete structures, including field inspection, sampling, and testing of concrete placed at the site, as requested by the Resident Engineer. Field testing of the concrete may include casting cylinders for compressive strength, and testing for penetration, air content, unit weight, and temperature.
    - Performance of off-site batch plant inspection and sampling for Portland cement and asphalt concrete during construction, as outlined in the Caltrans Construction Manual.
    - Preparation of daily reports and test data sheets.

- Laboratory testing including, but not limited to, sieve analysis, sand equivalent, cleanness value, maximum density testing, R-value, durability index, expansion index, maximum theoretical unit weight, stability, extraction and gradation of asphalt aggregate, and concrete compressive strength.

Assumptions

Based on our experience with similar projects, the following assumptions have been made in the preparation of our scope of services:

- Our services are subject to prevailing wage requirements.
- Our estimated fee is based on the assumptions outlined above and does not include stand-by time or costs associated with retesting or reinspecting materials that were found not to be in compliance with the project plans or specifications. Our services, including field hours and number of laboratory tests performed, will depend on the actual construction schedule and the contractor's operations. Hours spent that exceed those in the attached tables will be billed on a time-and-materials basis.

Schedule

Ninyo & Moore is prepared to begin our services upon receipt of your authorization to proceed. It is our understanding that the project construction is estimated to be completed in August of 2013 and that our services will be requested and coordinated on a daily basis by the construction management team.

Laboratory Materials Testing and/or Monitoring Approach

Ninyo & Moore performs the necessary geotechnical laboratory testing in-house, in one of our three fully-equipped, certified geotechnical and construction materials laboratory facilities in southern California. Our materials laboratory testing capabilities include conformance and characterization testing of structural steel, concrete, masonry, asphalt, soils, and aggregate materials, including chemical testing, petrographic analyses, destructive and non-destructive testing methods. Our laboratories are supervised by registered engineers and are accredited/certified by the City of Los Angeles, Caltrans, California Division of the State Architect (DSA), American Association of State Highway and Transportation Officials (AASHTO), Cement and Concrete Reference Laboratories (CCRL), the U.S. Army Corps of Engineers, and other regulatory agencies. Our materials testing services for the City will be performed primarily from our certified Rancho Cucamonga laboratory. Supporting our Rancho Cucamonga laboratory will be our certified materials testing laboratories located in Irvine and San Diego, California.

Ninyo & Moore's in-house laboratories are capable of performing a wide variety of geotechnical and materials inspection and testing services, including soils and aggregates, asphalt concrete, reinforced concrete, masonry, prestressed concrete, structural steel, welding, roofing, and fireproofing, and meet the requirements of ASTM E329, ASTM C1077, ASTM D3740, and ASTM D3666. Ninyo & Moore's testing equipment is calibrated annually by representatives utilizing equipment traceable to the National Institute of Standards and Technology, and is regularly

inspected by the ASHTO Materials Reference Laboratory (AMRL) for soils and asphalt and by the Cement and Concrete Reference Laboratory (CCRL) for concrete and aggregates. As part of our laboratory accreditation, we have written quality control procedures for laboratory testing, which includes training and certification of both our laboratory personnel and testing equipment. We have included copies of our Rancho Cucamonga laboratory certifications, accreditations in the Appendix. We are confident our laboratories will meet or exceed the requirements for any task assigned under the proposed contract.

Field Vehicle Resources

Time is a key factor of efficiency for materials sampling and testing during construction. Standard test methods require standard times for test procedures that cannot be changed. Our field technicians are equipped with calibrated sampling and field testing equipment that enable them to perform the necessary testing in the field, as applicable. Depending on the project requirements, certain tests must be run in the laboratory. In order to reduce sample transportation time, Ninyo & Moore has in the past utilized field laboratories set up at a construction site in order to eliminate transporting of samples to an off-site laboratory. This service can be provided to the City upon request.

Schedule, Quality, and Cost Control

Ninyo & Moore recognizes that a major element of project success is the degree to which schedules and budgets are met. Our project manager will be responsible for the overall schedule, quality, budget control, staff assignments, and client coordination. Project management is an on-going task, and our project manager will be committed to this project. Our project management approach includes the following key elements:

- A detailed and accurate Project Work Plan prepared with the client's input.
- Acceptance of the Work Plan by the client.
- Communication of the roles and responsibilities of team members.
- Cost and schedule control monitoring/forecasting procedures.
- A project-specific Quality Assurance/Quality Control (QA/QC) plan.
- Regularly scheduled meetings with project team and client.
- Commitment of the project principal to client satisfaction and providing the resources to meet that commitment.
- Taking immediate corrective action to remedy project impediments to complete client satisfaction.

Our project manager will communicate to the members of the project team the organization and communication procedures, task description and assignments, schedule requirements, cost and budgets, and project guidelines. The ability to clearly communicate information such as scope, costs, schedules, and technical matters is a vital element of any project. A coordinated effort among the team members is required to achieve an integrated program which, in turn, is necessary to deliver quality services within strict budgetary and time constraints for this project.

Most of the management controls to monitor project progress are pre-established prior to the beginning of the project during the proposal preparation and contract negotiations. These controls include:

- **Communication** – Both written and verbal communications are keys to successful on-call contract management. Each task order assignment will be maintained in a separate project file and we will utilize our in-house data records management systems for file records. Project-related documents will be maintained in our files and are available for our client's review at any time.
- **Quality System Approach** -- Ninyo & Moore maintains quality assurance/quality control programs for our geotechnical, environmental, and construction materials testing and inspection services, which facilitate compliance with project performance standards, schedules and budgets. These comprehensive quality assurance programs utilize management approach procedural manuals that delineate the interrelationship between management and design team components and describe specific quality control procedures to be used. The programs address training, data generation, management, and quality assessment guidelines for sampling and analysis procedures, as well as methods of corrective action. The quality assurance program manuals are available for review upon request.

FEE SCHEDULES AND COST ESTIMATES

As requested in the RFP, we are providing our fee in a separated sealed envelope.

INSURANCE

To provide safeguards and to meet the requirements of our clients, we carry the following types of insurance.

Insurance Type	Amount	Carrier
Professional Liability	$ 5 Million/claim $ 5 Million aggregate	Alterra Excess & Surplus Insurance
General Liability	$ 1 Million/claim $ 2 Million aggregate	Travelers Property Casualty Co. of America
Excess Liability	$ 9 Million	Travelers Property Casualty Co. of America
Worker's Compensation	$ 1 Million	American Automobile Insurance Company
Automobile	$ 1 Million	American Automobile Insurance Company

We have read the City of Moreno Valley's indemnification and insurance requirements, and will meet the requirements upon selection of our firm.

ATTACHMENT

REQUIRED FORMS

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee N/A f. loan insurance	**2. Status of Federal Action:** ☐ a. bid/offer/application b. initial award c. post-award N/A	**3. Report Type:** ☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report N/A
4. Name and Address of Reporting Entity: ☒ Prime ☐ Subawardee Tier _____, *if known*: **Congressional District**, *if known*: 4c	**5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:** **Congressional District**, *if known*:	
6. Federal Department/Agency: N/A	**7. Federal Program Name/Description:** N/A CFDA Number, *if applicable*: _____	
8. Federal Action Number, *if known*: N/A	**9. Award Amount**, *if known*: $ N/A	
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): N/A	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): N/A	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: [signature] Print Name: Jalal Vakili Title: Principal Engineer Telephone No.: 909/758-5960 Date: July 31, 2012	
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

Attachment "D"

LIST OF SUBCONSULTANTS

PROJECT NAME: SR-60 / Moreno Beach Drive Phase 1 Improvement Project

PROJECT NO: 07-41570024

CONSULTANT NAME: Ninyo & Moore

NAME Axiom Engineering & Science Corporation	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE 714/247-1002	Materials Testing
ADDRESS 1322 Bell Avenue, Suite 1G	
CITY, STATE ZIP Tustin, California 92780	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

Duplicate this form as necessary to report all subconsultant(s) information

Attachment "E"

PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) – PART I

The proposer shall list all subconsultants (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE subconsultants elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name Axiom Engineering	*Phone* 714/247-1002	☐ < $1 million	Materials Testing	☒ YES
		☒ < $5 million		☐ NO
Address 1322 Bell Ave., Suite 1G		☐ < $10 million		*If YES list DBE #:* CUCP #33641
	Fax	☐ < $15 million		
City State ZIP Tustin, CA 92780		☐ > $15 million		*Age of Firm (Yrs.)* 28
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*

Distribution: 1) Original – Local Agency File

EXHIBIT 10-O2 Local Agency Proposer DBE Information (Consultant Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: City of Moreno Valley LOCATION: Moreno Valley, California

PROJECT DESCRIPTION: SR-60 / Moreno Beach Drive Phase 1 Improvement Project

TOTAL CONTRACT AMOUNT ($): TBD

PROPOSER'S NAME: Ninyo & Moore

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified at the time proposals are due - include DBE address and phone number)	DOLLAR AMOUNT OF EACH DBE
	Materials Testing	CPUC #33641	Axiom Engineering & Science	TBD

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal-Aid Project Number: _____

Federal Share: _____

Contarct Award: _____

Total Claimed DBE Participation $ TBD

TBD %

Local Agency certifies that the DBE certifications have been verified and all informations is complete and accurate.

Print Name Signature Date
Local Agency Representative

(Area Code) Telephone Number:

Signature of Proposer

July 31, 2012 909/758-5960
Date (Area Code) Tel. No.

Jalal Vakili Principal Engineer
Person to Contact (Please Type or Print)

For Caltrans Review:

Print Name Signature Date
Caltrans District Local Assistance Engineer

Local Agency Proposer DBE Information (Consultant Contarcts)
(Rev 6/27/09)

Distribution: (1) Copy - Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days after contract execution. Failure to send a copy to the DLAE within 15 days after contract execution may result in deobligation of funds for this project.
(2) Original - Local agency files

APPENDIX

CERTIFICATIONS

FORNIA UNIFIED CERTIFICATION PROGRAM
ANTAGED BUSINESS ENTERPRISE CERTIFICATE

AXIOM ENGINEERING & SCIENCE CORP

1322 BELL AVE. STE. 1G
TUSTIN, CA 92780

Owner: JOHNATHAN HOU
Business Structure: CORPORATION

aid firm is approved by the California Unified Certification Program (CUCP) as a Disadvantaged Business Enterprise (DBE) as defined by lion (DOT) CFR 49 Part 26, as may be amended, for the following NAICS codes:

ry NAICS code

	541380 Testing Laboratories
rvices	541330 Engineering Services
ting Services	541370 Surveying and Mapping (except Geophysical) Services

ON STAKING	C8703	TRAFFIC ENGINEER
STUDIES	C8715	CONSULTANT, ENGINEERING
RAL ENGINEER	C8720	CIVIL ENGINEERING

UNIFIED CERTIFICATION PROGRAM

EGT Geotechnical Engineer

UCP Firm Number : 33641

TRANSPORTATION AUTHORITY (MTA)

November 9, 2011

CUCP OFFICER

State of California Department of Transportation

LABORATORY QUALIFIED LABORATORY INSPECTION REPORT

Form TL-0113 (12 IA, 02-06)

Expiration Date: July 2, 2013
Inspected by: John D.Warrick
IA No.: 57
Phone: (949) 279-8730
File: Materials Category 500

Laboratory: Ninyo & Moore **RSP # 177**

Address: 475 Goddard Suite 200

City: Irvine **State:** Ca. **Zip:** 92618

Lab QC Mgr: John M. Krobetzky **e-mail:** jkrobetzky@ninyoandmoore.com

Telephone: (949) 753-7070 **Fax:** (949) 753-7071

A certified Independent Assurance (IA) visited this laboratory on (Date) July 2, 2012
Only the equipment to be used on Caltrans Construction projects and/or local construction projects on the National Highway System was checked for qualification.

At the time of Caltrans Qualification, this laboratory had all necessary equipment to perform the tests methods indicated below. Testing personnel shall be Caltrans Qualified and possess a current Caltrans Certificate of Proficiency Form TL-0111 prior to performing any sampling or testing.

105	125	201	202	206	207	208
216	217	226	227	231	229	301
304	308	309	366	367	370	375
382	417	422	504	518	521	523
533	539	540	552	556	557	
204	205		368	D4791	643	

A visual check was performed and documents provided as necessary for the following items:

X Facility Safety Manual
X Laboratory Procedures Manual
X Laboratory Quality Control Manual
X Proper test equipment
X Copies of current applicable test procedures
X Calibration and service documentation
X Calibration stickers affixed to equipment (dated within the 12 months)

On July 2, 2012 (Date) this laboratory was Catrans Qualified by John D.Warrick (Printed name of IA person)

(Signature of IA person)

Item No. A.7

STATE OF CALIFORNIA - BUSINESS, TRANSPORTATION AND HOUSING AGENCY EDMUND G. BROWN Jr., Governor

DEPARTMENT OF TRANSPORTATION
District 08 – Materials Engineering
464 W. Fourth Street, 6th Floor
San Bernardino, CA 92401-1400

CALTRANS QUALIFIED LABORATORY INSPECTION REPORT

Form TL-0113 (Southern IA, 01-06)

Expiration date: May 11, 2013
Inspection by: Robby Rodriguez
IA No.: 74
Phone: (909) 383-4619
File: Materials Category 500

Laboratory: Ninyo & Moore
Address: 11650 Mission Park Drive, Suite 101
City: Rancho Cucamonga State: CA Zip: 91730
Lab Manager: Kurt S. Yoshii, P.E., G.E. e-mail: kyoshii@ninyoandmoore.com
Phone #: (909) 758-5960 Fax #: (909) 758-5966

A certified Independent Assurance (IA) Sampler and Tester visited this laboratory on May 1, 2012. Only equipment to be used on Caltrans construction projects and/or local construction projects on the National Highway System projects was checked for qualification.

At the time of Caltrans Qualification, this laboratory had all necessary equipment to perform the tests methods indicated below. Testing personnel shall be Caltrans Qualified and possess a current Caltrans Certificate of Proficiency Form TL-0111 prior to performing any sampling or testing.

CT 105	CT 106	CT 125	CT 201	CT 202	CT 205	CT 206	CT 207	CT 216
CT 217	CT 226	CT 227	CT 229	CT 231	CT 234	CT 235	CT 504	CT 518
CT 521	CT 523	CT 524	CT 533	CT 539	CT 540	CT556	CT 557	

A visual check was performed and documents provided as necessary for the following items;

- ☒ Facility Safety Manual
- ☒ Laboratory Procedures Manual
- ☒ Laboratory Quality Control Manual
- ☒ Proper Test Equipment
- ☒ Copies of current applicable test procedures
- ☒ Calibration and Service Documentation
- ☒ Calibration/Service stickers affixed to test equipment

Laboratory Qualification is valid for one year

On May 1, 2012 this laboratory was qualified by:

Robby Rodriguez
District 08, Independent Assurance

Item No. A.7

MV00178911

DEPARTMENT OF TRANSPORTATION
District 11 – Materials Engineering
7177 Opportunity Rd
San Diego, CA 92111

CALTRANS QUALIFIED LABORATORY INSPECTION REPORT

Form TL-0113 (Southern IA, 01-06)

Expiration date: October 12, 2012
Inspection by: Roy E Denner Jr
IA No.: 049
Phone: 858-467-4067
File: Materials Category 500

Laboratory: Ninyo & Moore
Address: 5710 Ruffin Rd.
City: San Diego State: CA Zip: 92123-1013
Lab Manager: Ronald Buckley e-mail: rbuckley@ninyoandmoore.com
Phone #: 858-576-1000 Fax #: 858-576-9600

A certified Independent Assurance (IA) Sampler and Tester visited this laboratory on October 11,2011. Only equipment to be used on Caltrans construction projects and/or local construction projects on the National Highway System projects was checked for qualification.

At the time of Caltrans Qualification, this laboratory had all necessary equipment to perform the tests methods indicated below. Testing personnel shall be Caltrans Qualified and possess a current Caltrans Certificate of Proficiency Form TL-0111 prior to performing any sampling or testing.

CT105	CT106	CT125	CT201	CT202	CT206	CT207	CT208	CT209
CT212	CT213	CT214	CT216	CT217	CT219	CT226	CT227	CT229
CT231	CT234	CT235	CT301	CT304	CT308	CT309	CT366	CT370
CT371	CT375	CT382	CT504	CT518	CT521	CT523	CT533	CT539
CT540	CT556	CT557	LP-2	LP-3	LP-4	LP-9		

A visual check was performed and documents provided as necessary for the following items:

- ☒ Facility Safety Manual
- ☒ Laboratory Procedures Manual
- ☒ Laboratory Quality Control Manual
- ☒ Proper Test Equipment
- ☒ Copies of current applicable test procedures
- ☒ Calibration and Service Documentation
- ☒ Calibration/Service stickers affixed to test equipment

Laboratory Qualification is valid for one year

On October 11,2011 this laboratory was qualified by: {Roy E Denner Jr}
District 11, Independent Assurance

Item No. A.7

September 5, 2012
Project No. P-15614

Ms. Margery A. Lazarus, Senior Engineer, P.E.
City of Moreno Valley
Public Works Department - Capital Projects Division
14177 Frederick Street
Moreno Valley, California 92552-0805

Subject: **Addendum to Proposal for Construction Materials Testing and Geotechnical Services for SR-60/Moreno Beach Drive Phase 1 Improvements Project**
Project No. 07-41570024
City of Moreno Valley, California

Dear Ms. Lazarus:

Based on our discussion today, the following items are clarifications and additions to our proposal for the subject project:

- Laboratory test result turn-around-time will be within 48 hours unless the written testing procedure dictates additional time.
- Daily reports will be prepared and submitted for review and signature at the end of each work day.
- Stand-by time is not anticipated for this contract.
- The contingency fee will not be used unless approved by the City.
- We assume that pile driving for the retaining wall observation will be performed by others.

Ninyo & Moore appreciates the opportunity to submit this proposal and we look forward to working with you. If you have any questions regarding our cost proposal or require additional information, please contact me at your convenience.

Respectfully submitted,
NINYO & MOORE

Jalal Vakili, Ph.D., P.E.
Principal Engineer

AR/JV/rad

Attachments: None

Distribution: (1) Addressee

TABLE 1 – COST PROPOSAL

PROJECT COORDINATION AND TECHNICAL SUPPORT							
Principal Engineer/Geologist	2 hours	@	$	139.00	/hour	$	278.00
Project Engineer/Geologist	80 hours	@	$	123.00	/hour	$	9,840.00
Subtotal						**$**	**10,118.00**

FIELD SERVICES							
Project Engineer (Pre-Construction Meeting)	2 hours	@	$	123.00	/hour	$	246.00
Field Technician							
Earthwork and Embankement	200 hours	@	$	73.00	/hour	$	14,600.00
Structure Backfill and Trench Backfill	120 hours	@	$	76.00	/hour	$	9,120.00
Subgrade and Aggregate Base	120 hours	@	$	73.00	/hour	$	8,760.00
Hot Mix Asphalt (HMA)	100 hours	@	$	73.00	/hour	$	7,300.00
Portland Cement Concrete	40 hours	@	$	73.00	/hour	$	2,920.00
Batch Plant Inspector	160 hours	@	$	73.00	/hour	$	11,680.00
Sample Pick Up	10 hours	@	$	73.00	/hour	$	730.00
Field Vehicle and Equipment Usage	752 hours	@	$	8.00	/hour	$	6,016.00
Subtotal						**$**	**61,372.00**

LABORATORY ANALYSES							
Calfiornia Impact Test/Maximum Density	25 tests	@	$	180.00	/test	$	4,500.00
Sieve Analsysis	10 tests	@	$	105.00	/test	$	1,050.00
Sand Equivalent	10 tests	@	$	90.00	/test	$	900.00
Durability	5 tests	@	$	130.00	/test	$	650.00
R-Value	5 tests	@	$	250.00	/test	$	1,250.00
Cleaness Value	10 tests	@	$	120.00	/test	$	1,200.00
Los Angeles Abrasion	5 tests	@	$	180.00	/test	$	900.00
Percent of Crushed Particles	5 tests	@	$	140.00	/test	$	700.00
Moisture	5 tests	@	$	30.00	/test	$	150.00
Extraction & Gradation	6 tests	@	$	215.00	/test	$	1,290.00
Maximum Theoretical Unit Weight	6 tests	@	$	120.00	/test	$	720.00
Unit Weight	10 tests	@	$	90.00	/test	$	900.00
Hveem Stability and Unit Weight	6 tests	@	$	195.00	/test	$	1,170.00
Asphalt Concrete Mix Design Caltrans	2 tests	@	$	2,200.00	/test	$	4,400.00
Cement Concrete Mix Design Review	2 tests	@	$	140.00	/test	$	280.00
Compressive Strength (Concrete)	20 tests	@	$	22.00	/test	$	440.00
Subtotal						**$**	**20,500.00**

TABLE 1 – COST PROPOSAL

REPORT PREPARATION							
	2 hours	@	$	139.00	/hour	$	278.00
Project Engineer/Geologist	6 hours	@	$	123.00	/hour	$	738.00
Secretarial/Clerical	6 hours	@	$	44.00	/hour	$	264.00
Subtotal						**$**	**1,280.00**

RETESTING SERVICES							
Field Technician	20 hours	@	$	73.00	/hour	$	1,460.00
Field Vehicle and Equipment Usage	20 hours	@	$	8.00	/hour	$	160.00
						$	**1,620.00**

AXIOM (SBE SUB CONSULTANT) LABORATORY ANALYSES							
Calfiornia Impact Test/Maximum Density	25 tests	@	$	180.00	/test	$	4,500.00
						$	**4,500.00**

TOTAL FEE	**$**	**99,390.00**

OPTIONAL CONTINGENCY SERVICES							
Field Technician	120 hours	@	$	73.00	/hour	$	8,760.00
Field Vehicle and Equipment Usage	120 hours	@	$	8.00	/hour	$	960.00
						$	**9,720.00**

TOTAL FEE INCLUDING CONTINGENCY	**$**	**109,110.00**

CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT "C"

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed $109,110.

2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml

3. The Consultant shall notify the City in writing ten (10) days in advance of incurring costs at the following milestones: 50%, 75%, and 90% of expended budget. The City will monitor Consultant's expenditure levels in comparison to the physical construction work completed, and if progress is satisfactory in the judgment of the City, City will provide written authorization to proceed to the next milestone. City reserves the right to adjust staffing levels and personnel as appropriate. Consultant shall not change any personnel or subconsultants without prior authorization by the City.

4. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed

and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at zara@moval.org or calls directed to (951) 413-3131.

5. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall/forms.shtml#bf

6. The minimum information required on all invoices is:

   A. Vendor Name, Mailing Address, and Phone Number
   B. Invoice Date
   C. Vendor Invoice Number
   D. City Purchase Order Number
   E. City-provided Reference Number (e.g. Project, Activity)
   F. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

7. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

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MV00178919

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and the City Council Acting as the Successor Agency

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: September 25, 2012

TITLE: APPROVE AGREEMENT FOR PROFESSIONAL CONSULTANT CONSTRUCTION SURVEY SERVICES WITH COORY ENGINEERING FOR MORENO BEACH INTERCHANGE IMPROVEMENTS PHASE 1 – PROJECT NO. 801 0038 70 77 [FORMERLY PROJECT NO. 07-41570024]

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the "Agreement for Professional Consultant Services" with Coory Engineering (Coory), 1718 N. Neville Street, Orange, CA 92865, to provide professional survey services during construction of the SR-60/Moreno Beach Interchange Improvements Phase 1 project for a total agreement amount not to exceed $100,805.

2. Acting as the Successor Agency, approve this action as a recognized payment obligation of the former Redevelopment Agency of the City of Moreno Valley, add it to the Recognized Obligation Payment Schedule, submit same to the Oversight Board for Approval, and authorize the City Manager to access agency funds only after Oversight Board approval.

3. Authorize the City Manager to execute said "Agreement for Professional Consultant Services" with Coory.

4. Authorize the issuance of a Purchase Order totaling $100,805 to Coory when the contract has been signed by all parties.

BACKGROUND

The SR-60/Moreno Beach Drive Phase 1 project is one of the key projects in the City's Economic Development Action Plan. Phase 1 improvements are designed to reconstruct the eastbound on- and off-ramps to SR-60 and connect the west leg of Eucalyptus Avenue to Moreno Beach Drive. On December 13, 2011, the City Council approved a Construction Cooperative Agreement with the State of California for the construction phase, giving the City authority to advertise, award, and administer the construction of Phase 1. Design and right-of-way for Phase 1 were completed, the project was advertised, and bids were opened on August 13, 2012. On August 28, 2012, the City Council awarded the construction contract.

DISCUSSION

The Construction Cooperative Agreement with Caltrans requires that the City meet Caltrans field survey requirements on the project. The City issued a Request for Proposal (RFP) to provide survey services based on the construction plans, specifications, and Caltrans requirements. On August 1, 2012, staff received five (5) proposals. A selection team of City and Caltrans staff reviewed the four (4) qualified proposals and ranked them in order, based on firm experience and qualifications, experience of key personnel, and project approach.

Staff has completed negotiations with the top-ranked survey firm and is recommending awarding a professional services agreement for construction-related survey services to Coory. Services performed will be on an as-needed basis, and will consist of field survey layout under the direction of a licensed Land Surveyor, providing all required survey equipment and experienced staff within 48 hours' notice, setting monument ties and staking all proposed improvements in accordance with the Caltrans Survey Manual. A purchase order for $100,805 will be issued for this agreement.

The recommended contract award is an action of the City Council with a funding source from the assets of the former City of Moreno Valley Redevelopment Agency. The recommended actions are included on the Recognized Obligations Payment Schedule (ROPS) approved by the City Council acting as the Successor Agency on February 14, 2012. The Successor Agency Oversight Board approved the ROPS for the period January through June 2012 on May 23, 2012, which has subsequently been approved by the State Department of Finance (DOF). This ROPS approval includes “placeholder” line items representing the expenditure of bond proceeds for approval purposes. The Successor Agency approval of this contract is required to move forward toward complete approval and compliance with ABx1 26 law. The contract will be presented to the Successor Agency Oversight Board, along with an updated ROPS that will include the contractor listed as an enforceable obligation. After Oversight Board approval, the contract and updated ROPS will be sent to the DOF for review. There is a risk that the Oversight Board may not approve the contract or updated ROPS. In addition, the State Department of Finance (DOF) has the authority to challenge actions approved by the Oversight Board within 10 days of the approved action. In light of the current process for

approval of the contract and the updated ROPS, the property tax to pay the contracts being recommended has not been authorized to pay the contract obligations. The City Council by approving the recommended contract is assuming the risk that in the event tax increment is not approved to pay the contracts by the Oversight Board or through successful challenge by the State DOF, the City would be obligated to pay the contract commitments from alternative funding sources, most likely the City's General Fund.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will comply with the Caltrans Construction Cooperative Agreement requiring the City to meet Caltrans professional survey requirements and facilitate the timely construction of needed improvements.*

2. Do not approve and authorize the recommended acting as presented in this staff report. *This alternative will significantly delay the construction of needed improvements.*

FISCAL IMPACT

The project is included in the Fiscal Year 2012/2013 Capital Improvement Program. There is no impact to the General Fund.

AVAILABLE FUNDS

Successor Agency 2007 Tax Allocation Bonds (Account 4821-70-77-80001 801 0038 70 77)	$ 4,879,000
Transportation Uniform Mitigation Fees (Account 3003-70-77-80001 801 0038 70 77)	$ 3,500,000
Total Project Budget	$ 8,379,000

CONSTRUCTION COSTS

Construction (includes contingency)	$ 6,700,000
Construction Management & Inspection Services	$ 788,000
Construction Support Services (Design)	$ 129,000
Construction Support Services (Survey)	$ 101,000
Construction Support Services (Geotechnical)	$ 110,000
Administrative Costs*	$ 170,000
Utility and Agency Inspection and Materials Costs**	$ 150,000
Total Estimated Cost	$ 8,148,000

**Includes City project administration, printing and other miscellaneous costs.*
***Includes EMWD, SCE, Caltrans, RCFC&WCD and CHP.*

PROJECT SCHEDULE

Begin Construction	October 2012
Construction Completion and Acceptance	October 2013

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:
Develop a variety of city revenue sources and policies to create a stable revenue base and fiscal policies to support essential city services, regardless of economic climate.

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

The SR-60/Moreno Beach Interchange Phase 1 Improvements project goal is to improve the interchange through reconstruction and realignment. The project construction is funded utilizing Successor Agency 2007 Tax Allocation Bonds and Transportation Uniform Mitigation Fees (TUMF). City staff recommends awarding a contract for $100,805 to Coory Engineering to provide construction survey services for the project.

ATTACHMENTS

Attachment "A" – Agreement for Professional Consultant Services with Coory Engineering

Prepared By:
Margery A. Lazarus
Senior Engineer, P.E.

Department Head Approval
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Concurred By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00178925

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) - ZONAL
PROJECT NO. 801 0038 70 77
[FORMERLY PROJECT NO. 07-41570024]

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **Coory Engineering,** a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

Attachment "A"

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0038 70 77
[FORMERLY PROJECT NO. 07-41570024]

DESCRIPTION OF PROJECT

1. The project is described as professional consultant **survey services** for:

SR-60 / MORENO BEACH DRIVE PHASE 1 IMPROVEMENTS PROJECT
PROJECT NO. 801 0038 70 77
[FORMERLY PROJECT NO. 07-41570024

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of **$100,805** in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on **December 31, 2014** unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the design/construction schedule as stated in the Notice to Proceed.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

12. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be

subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

15. (a) The Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), the Western Riverside Council of Governments (WRCOG), the State of California, Eastern Municipal Water District (EMWD), and Riverside County Flood Control and Water Conservation District (RCFC & WCD) and their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, the State's, MVHA's, CSD's, WRCOG's, EMWD's, and RCFC & WCD's employees and all claims which arise from or are connected with the negligent

performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts, recklessness or willful misconduct of the City, the State, MVHA, CSD, WRCOG, EMWD, and RCFC & WCD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such Public Liability and Property Damage Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

GENERAL LIABILITY

Bodily Injury	$1,000,000 per occurrence

Property Damage	$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum general liability limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, the State, MVHA, CSD, WRCOG, EMWD, and RCFC & WCD, against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) A Certificate of Insurance, or an appropriate insurance binder evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(h) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

"Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), the Western Riverside Council of Governments (WRCOG), the State of California, Eastern Municipal Water District (EMWD), and Riverside County Flood Control and Water Conservation District (RCFC & WCD), their officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District and Western Riverside Council of Governments, its officers, employees and agents, under any third party liability policy."

(i) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(j) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior

to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings at all times and during all phases of the project.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other projects without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

(b) Upon notice of termination, the Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain for its files copies of any and all materials, including drawings, documents, and specifications produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings, regardless of the completeness of said documents.

(c) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(d) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant. Consultant acknowledges that Consultant work product produced under this Agreement may be public record under State law.

(e) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be

maintained by the Consultant for three (3) years following completion of the services under this Agreement.

25. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

27. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement.

SIGNATURE PAGE FOLLOWS

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0038 70 77
[FORMERLY PROJECT NO. 07-41570024]

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
City Manager

DATE: _____

Ninyo & Moore

BY: _____

TITLE: _____
(President or Vice President)

BY: _____

TITLE: _____
(Corporate Secretary)

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

Enclosures: Exhibit "A" – City's Request for Proposal
Exhibit "B" – Consultant's Proposal
Exhibit "C" – City's Responsibility
Exhibit "D" – Terms of Payment

REQUEST FOR PROPOSAL
FOR PROFESSIONAL CONSULTANT CONSTRUCTION SURVEYING SERVICES
SR-60 / MORENO BEACH DRIVE PHASE 1 IMPROVEMENTS PROJECT
FOR
THE CITY OF MORENO VALLEY'S CAPITAL PROJECTS DIVISION
EA 08-32301
PROJECT ACCOUNT NO.797.79731

I. INVITATION

You are hereby invited to submit a Proposal for Professional Consultant Construction **Surveying Services** associated with the SR-60 / MORENO BEACH DRIVE PHASE 1 IMPROVEMENTS PROJECT as shown on the Plans and Specifications.

Five (5) copies (one of the copies will be unbound and paper clipped, with no tabs, holes, perforations, or cardboard inserts, suitable for copying with an automatic-feed copy machine and one copy shall be on compact disk) of your Proposal shall be submitted no later than **5:00p.m, August 1, 2012** addressed to Capital Projects Division, 14177 Frederick Street (hand delivery), P.O. Box 88005, Moreno Valley, California 92552-0805 (mail delivery), Attention: Margery Lazarus, Senior Engineer, PE.

II. PROJECT DESCRIPTION

The SR-60/Moreno Beach Drive Phase-1 project site is located at the State Route (SR) 60 Interchange and Moreno Beach Drive in the City of Moreno Valley, CA. The work of this project generally includes realigning the SR-60/Moreno Beach eastbound off-and-on-ramps, adding an eastbound auxiliary lane, installation of a new traffic signal at the new intersection of the eastbound ramps and Moreno Beach Drive, adding a retaining wall, adding ramp metering, extension of Eucalyptus Avenue to Moreno Beach Drive, modification of the traffic signal at the intersection of Eucalyptus Avenue and Moreno Beach Drive, coordination of utility relocations, irrigation, and related work. The work lies within State of California (Caltrans) right of way. The work includes earthwork, grading, Asphalt Concrete (AC) paving, concrete retaining walls, roadway excavation, , imported borrow, drainage pipes and minor concrete structures, concrete curb and gutter, traffic control, signing, striping, traffic and ramp meter signals, irrigation, erosion control, EMWD water line relocation, overhead SCE relocation, and related work.

III. PROJECT BUDGET AND SCHEDULE

The City of Moreno Valley will fund the construction with Local Funds consisting of TUMF and Successor Agency to RDA Funds (Account 797.79731).

The Consultant shall be required to meet or exceed the following timeline for this contract:

Anticipated Award of Consultant Contract	September 2012
Public Bid for SR-60/Moreno Beach Phase 1 Construction Contract	July 2012
Award of Construction Contract	October 2012
Construction Duration for SR-60/Moreno Beach Phase 1	189 Working Days (9 months)

Exhibit "A"

IV. SCOPE OF ENGINEERING SERVICES

The selected Consultant will be required to have personnel available for assignment to this project who have successfully provided professional services as it relates to all activities of public works construction surveying. . The Consultant selected shall provide Construction Surveying Services with personnel trained and experienced in survey layout for construction of public works improvements and, particularly, Caltrans.. The project is located within Caltrans Right of Way and all Surveying methods, procedures, frequencies shall comply with the contract specifications, and Caltrans Surveying Manuals and Guidelines. The minimum experience required includes five (5) years of construction surveying on increasingly complex public works and Caltrans projects. The Consultant firm selected must also provide all equipment and supplies necessary to perform the surveying services for the construction of the improvements and support services necessary to complete the scope of work. It is expected that the Consultant selected to fulfill this contract will be able to provide qualified personnel on an on-demand basis with 48-hour notice for construction surveying for the duration of the construction project and, as necessary, to close out the project.

The Consultant must have recent experience working within the Caltrans Right of Way and shall be required to follow all Caltrans safety procedures when executing the work. The Consultant surveyors shall be familiar with the industry standards of practice for the execution of quality public works construction projects and shall be able to understand and interpret public works construction plans and specifications; Caltrans Standard Plans and Specifications; City codes, ordinances and standards; Eastern Municipal Water District (EMWD) standards; Riverside County Flood Control and Water Conservation District (RCFCD) standards; and California Occupational Safety and Health Administration (OSHA) Construction Safety Orders. The Consultant surveyors shall be able to interact professionally with contractors, engineers, inspectors , property owners, business owners, and the public at large; coordinate with other City personnel, Caltrans personnel and consultants; promote quality customer service and a professional image of the City; and respond promptly and courteously to requests. The Consultant surveyors personnel shall be able to follow verbal and written instructions and communicate clearly and concisely, both orally and in writing.

The Consultant surveyors personnel must be under the responsible charge of a person registered by the California State Board of Registration for Professional Engineers and Land Surveyors as a Land Surveyor. (Registration as a Civil Engineer prior to 1982 may be substituted for the registration as a Land Surveyor).

Please be reminded that the Consultant is required to have a current City business license if the firm is awarded the work.

The Consultant shall provide public works construction surveying services to generally include, but not limited to, the following:

- Attend the pre-construction meeting
- Establish and confirm horizontal and vertical control, as required.
- Set monument ties, prior to the beginning of construction, all monuments must be researched, tied out, and submitted to the Project Engineer. Monuments that are destroyed during construction shall be replaced per the 1997 Land Survey Act,

Article 4, Section 464-Corner Record. Ties shall be submitted per the City of Moreno Valley Tie-Out Standard 601C and 601D on Mylar. Original monument tie-out sheets, corner records, and/or record of survey shall be provided to the City prior to the release of the final progress Payment. Assume two (2) monuments will need to be set for this project.

- Construction staking shall consist of stakes for proposed roadways, waterline improvements, utility improvements, storm drain improvements, cross gutter, sidewalk, concrete curb and gutter, AC pavement limits and grade control, AC berm (or dike), traffic signal equipment locations, fence, wall and related improvements as shown on the plans. Re-staking is to be identified separately on the invoice. Ten (10) trips for on-site re-staking time (allow a maximum of two hours per trip) should be estimated for Proposal purposes.
- Construction Surveying deliverables require performing construction surveying in accordance with the Caltrans Construction Manual, Caltrans Standard Plans, Caltrans Surveying Manual, and the various industry standards stated above in the "Scope of Engineering Services."
- The required work effort will ultimately be initiated through an itemized survey request from the City's Consultant Resident Engineer. The City expects the consultant's field response time to each survey request not to exceed 48 hours as specified in the Caltrans Standard Specifications.

SUBMITTAL SCHEDULE

Proposals Due	5:00 p.m., August 1, 2012
Consultant Selection	On or before September 4, 2012
Notice to Proceed (Tentative)	Week of September 18, 2012

V. CONSULTANT'S PROPOSAL AND COMPENSATION

The Consultant's Proposal shall be no more than 20 pages, excluding a cover letter of up to two pages, dividers, and certificates. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration. The Consultant's Proposal shall include the following:

A. A statement that this Request For Proposal shall be incorporated in its entirety as a part of the Consultant's Proposal.

B. A statement that this Request For Proposal and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.

C. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's Request For Proposal except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."

D. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedence over this Request For Proposal.

E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.

F. A resource allocation matrix must be submitted with the Proposal. The resource allocation matrix shall list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, included in adjacent columns. The resource allocation matrix is required of both the primary consultant, as well as any sub-consultant. . Failure to do so will result in the Consultant's Proposal being deemed incomplete and it will not receive further consideration. Title Reports shall be a separate line item under the right-of-way task. Construction support services Consultants are not required to provide a Project Schedule with milestones.

G. A rate schedule must be submitted with the proposal. The rate schedule must list titles, names, roles, and hourly billing rates in rows. A statement that said hourly rate schedules in part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred shall also be included. All extra work will require prior approval from the City. COST PROPOSAL DETAILS MUST BE IN A SEALED ENVELOPE.

H. A statement of sub-consultant's qualifications (including relief personnel) applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.

A statement that the Consultant acknowledges and understands that the consultant will not be allowed to change a sub-consultant without written permission from the City.

I. A statement that all charges for Consultant (construction) services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.

J. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports or similar evidence of attainment of the Agreement objectives.

K. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.

L. A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this Request For Proposal. **An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of your Proposal submittal.** All extra work will require prior approval from the City. . The City requests the consultant to provide in the proposal the number of hours on the job, in addition to the cost proposal. The Cost Proposal must be in a sealed envelope.

M. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

N. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.

O. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this specific project. All relevant records shall be retained for at least three years.

P. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.

Q. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

R. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

S. This solicitation and resultant Contract is not financed in whole or part with federal funds, but the City encourages Bidders to follow Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs."

Bidders who obtain DBE participation on this Contract will assist the City in meeting its DBE goals for the Project.

DBEs and other small businesses are strongly encouraged to participate in the performance of this Contract. The City encourages Bidders to give DBEs and other small businesses the opportunity to participate in the performance of the Work that is the subject of this solicitation and to take all necessary and reasonable steps for this assurance. The Bidder shall not discriminate on the basis of race, color, national origin, sex, age, or physical or mental disability, sexual orientation or retaliation in the award and performance of subcontracts.

A Race Neutral program is one that, while benefiting DBEs, is not solely focused on DBE firms. A Race Neutral program utilizes measures that can assist a wide variety of small businesses, including DBEs, such as arranging solicitations, times for the presentation of proposals, quantities, specifications, and delivery schedules in ways that facilitate DBE and other small business participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces). Race Neutral DBE participation includes: a DBE obtaining a prime contract through customary competitive procurement procedures; a DBE being awarded a subcontract on a prime contract, whether or not the prime contract has a DBE goal; and a DBE being awarded a subcontract from a prime contractor that did not consider its DBE status in making the award.

The Consultant is encouraged to include DBE firms in the proposal. Complete the forms listed in "Attachments" at the end of this RFP.

VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES

A. The Consultant shall be required to comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

B. The Consultant is required to submit certified payrolls weekly. This applies to all applicable field personnel working on the project. In accordance with Section 1771.5 (b) (5) of the California Labor Code, the City will withhold payments when the payroll records are delinquent or inadequate.

VII. FEDERAL EMPLOYEE BENEFIT

No member of, or delegate to, the Congress of the United States, and no Resident Commissioner shall be admitted to any share or part of the Agreement to the said project or to any benefit to arise from the same.

The Consultant shall complete and include the "Certification for Contracts, Grants, Loans, and Cooperative Agreements" and "Disclosure of Lobbying Activities" forms with the Proposal.

VIII. PAYMENT TO CONSULTANT

A. This work is to be performed for a "Not-to-Exceed Fixed Fee."

B. The Consultant shall provide a "Project Fee Schedule" indicating the fee for individual tasks with a "Not-to-Exceed Fixed Fee" which shall be the sum of all tasks, by part, phase, and milestone and shall be submitted in a separate sealed envelope with cost proposal.

C. Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.

D. The City will pay the Consultant for work completed based on milestones completed and accepted by the City. These milestones are:

1. Project Bidding, Advertise and Award.

2. Any other additional authorized work on a task successfully completed and accepted monthly basis.

The City shall make the sole and final determination if a milestone as described above is complete and acceptable for payment.

E. Monthly invoices will specifically identify job title, person-hours, and costs incurred by each task.

F. Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the "Not-to-Exceed Fee."

G. All tasks including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage, and delivery shall have supporting documentation presented at the time payment is requested.

H. The City will pay the Consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."

I. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an "Amendment to the Agreement" will be executed between the City and Consultant.

J. The Consultant shall receive no compensation for any re-work necessary as result of the Consultant's errors or oversight.

IX. INSURANCE

A. The Consultant shall provide Errors and Omissions Professional Insurance. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

B. The Consultant shall have Public Liability and Property Damage Insurance in the amounts as follows:

GENERAL LIABILITY		
Bodily Injury	$1,000,000	per occurrence
Property Damage	$ 1,000,000	per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

C. The Consultant shall have Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment in the amount of not less than $1,000,000.

D. The Consultant shall have Workers' Compensation Insurance in the amounts that fully comply with the laws of the State of California and employer's liability insurance with limits of not less than $1,000,000 each accident.

E. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority (MVHA) , Western Riverside Council of Governments (WRCOG), and the Moreno Valley Community Services District, its officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority , Western Riverside Council of Governments (WRCOG),and the Moreno Valley Community Services District, its officers and employees and agents, under any third party liability policy."

F. Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

G. The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverage's nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the Agency, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amount established.

H. It is the consultant's responsibility to ensure that all subconsultants comply with the following: Each subconsultant that encroaches within the City's right-of-way and

affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City's Land Development Division. Examples of such subconsultant work include soil sample borings, utility potholing, etc.

The "Application for Encroachment Permit" form (four pages), including "Application for Encroachment Permit Liability Insurance Requirements," is available in the Land Development Division and must be completed and submitted in full to the City.. It is the Consultant's responsibility to ensure that all subconsultants submit the appropriate encroachment permit and insurance documentation at the same time that the Consultant's insurance documentation is submitted.

X. INDEMNIFICATION

A. To the maximum extent allowable by law, the Consultant, when functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the City of Moreno Valley Housing Authority(MVHA), the Moreno Valley Community Services District (CSD), and the Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and .all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its sub consultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, MVHA, CSD, and WRCOG; their officers, agents or employees.

B. The consultant, when not functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority(MVHA), the Moreno Valley Community Services District (CSD), and the Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless 'from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its sub consultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, MVHA, CSD, and WRCOG, their officers, agents or employees.

C. The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, MVHA, CSD's, and WRCOG's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, MVHA, CSD, and WRCOG, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction;

provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

XI. TERMINATION FOR CONVENIENCE OF THE CITY

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

XII. INDEPENDENT CONTRACTOR

The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent Contractor. The personnel performing said Construction Materials Testing & Geotechnical Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said work and shall be responsible for all employee reports and obligations, including but not necessarily restricted to, social security, income tax withholding, unemployment compensation, and Workers' Compensation.

XIII. CONTRACT

The Contract includes the Agreement for Professional Consultant Services, City's Request for Proposal, Consultant's Proposal, and Exhibits.

The Political Reform Act and the City's Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

XIV. GENERAL CONDITIONS

A. Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this Proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant.

B. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposals for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).

C. The City reserves the right to reject any or all Proposals submitted. Any Contracts awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.

XV. SELECTION CRITERIA

It is the City's intent to select and utilize one Consultant firm for the project. The City may award the services in part and/or phases. The Consultant may be invited to a selection interview. The Proposals will be rated/ranked according to the following criteria:

A. The Firm's General Experience and Qualification Information (20 points) – Information about the company (and all sub-consultants) including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services in an efficient and expeditious manner.

B. Experience of Key Personnel (40 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with state and federal procedures, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies, and proven track record and depth of understanding/knowledge of the proposed Project Manager and key personnel.

C. Project Approach/Understanding (40 points) – Understanding of Project, discussion of major issues identified on the project and how the consultant team plans to address them; the management approach and organization necessary to complete the specific project; and outline quality control measures to ensure delivery of a quality product on time and within budget that provides a cost efficient, timely and predictable execution of the project construction.

XVI. Other Requirements

A. Conflict of Interest

1. The Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this contract, or any ensuing City Construction project. The Consultant shall also list current clients who may have financial interest in the outcome of this Agreement, or any ensuing City construction project, which will follow.

2. The Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

3. Any subcontract in excess of $25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Agreement.

4. The Consultant hereby certifies that neither the Consultant, its employees, nor any firm affiliated with the Consultant providing services on this project prepared the Plans, Specifications, and Estimates for any construction project included within this contract . An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

5. The Consultant further certifies that neither Consultant, nor any firm affiliated with the Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this Agreement is also employed by the construction contractor for any project included within this agreement.

6. Except for subcontractors whose services are limited to materials testing, no subcontractor who is providing services on this Agreement shall have provided services on the design of any project within this contract.

Attachments (incorporated by reference)

Attachment "A"	Plan Title Sheet
Attachment "B"	City Standard Consultant Agreement (no changes to this agreement will be allowed)
Attachment "C"	Caltrans/City Cooperative Agreement for SR-60Moreno Beach Drive Phase-1 Improvements
Attachment "D"	Disclosure of Lobbying Activities (Form LLL)
Attachment "E"	List of Subconsultants
Attachment "F"	Proposer's List of Subconsultants (DBE and Non-DBE) Parts I and II
Attachment "G"	Exhibit 10-02- Local Agency Proposer DBE Information
Attachment "H"	Compilation of Plans based on current status of completion - CD available upon request

W:\CapProj\CapProj\PROJECTS\Marge - 07-41570024 Rte 60 Nason-Moreno Beach Bridge Intrchng\Construction\Consultant\Survey\RFP\RFP - Survey - Moreno Beach Ph 1 (final).doc

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PROJECT PLANS FOR CONSTRUCTION ON
STATE HIGHWAY

IN RIVERSIDE COUNTY
IN MORENO VALLEY
FROM 0.3 MILE WEST TO 0.4 MILE EAST
OF MORENO BEACH DRIVE OVERCROSSING

TO BE SUPPLEMENTED BY STANDARD PLANS DATED MAY 2006

District	County	Route	Post Mile	Total Sheets	Sheet
08	Riv	60	18.8/19.6	1	1

INDEX OF PLANS

SHEET NO.	DESCRIPTION
1	Title and Location Map
2-7	Typical Cross Sections
8	Key Map and Line Index
9-11	Layouts
12-16	Profiles and Superelevation Diagrams
17-38	Construction Details
39-42	Temporary Water Pollution Control Plan, Details and Quantities
43-45	Erosion Control Plans
46-48	Contour Grading
49-73	Drainage Plan, Profiles, Details and Quantities
74-77	Utility Plans
78-79	Construction Area Signs
80-84	Stage Construction Plans
85-98	Traffic Handling and Quantities
100	Detour Plans
101-107	Pavement Delineation Plans, Details and Quantities
108-120	Sign Plans, Details and Quantities
121-124	Summary of Quantities
125	Irrigation Plan
126-145	Electrical Plans
146-149	Water Pipeline Relocation Plans
150-205	Revised and New Standard Plans

STRUCTURE PLANS

206-211	Retaining Wall RW 3805R

BEGIN CONSTRUCTION
Sta 994+65.24 PM 18.8

END CONSTRUCTION
Sta 1030+40.00 PM 19.6

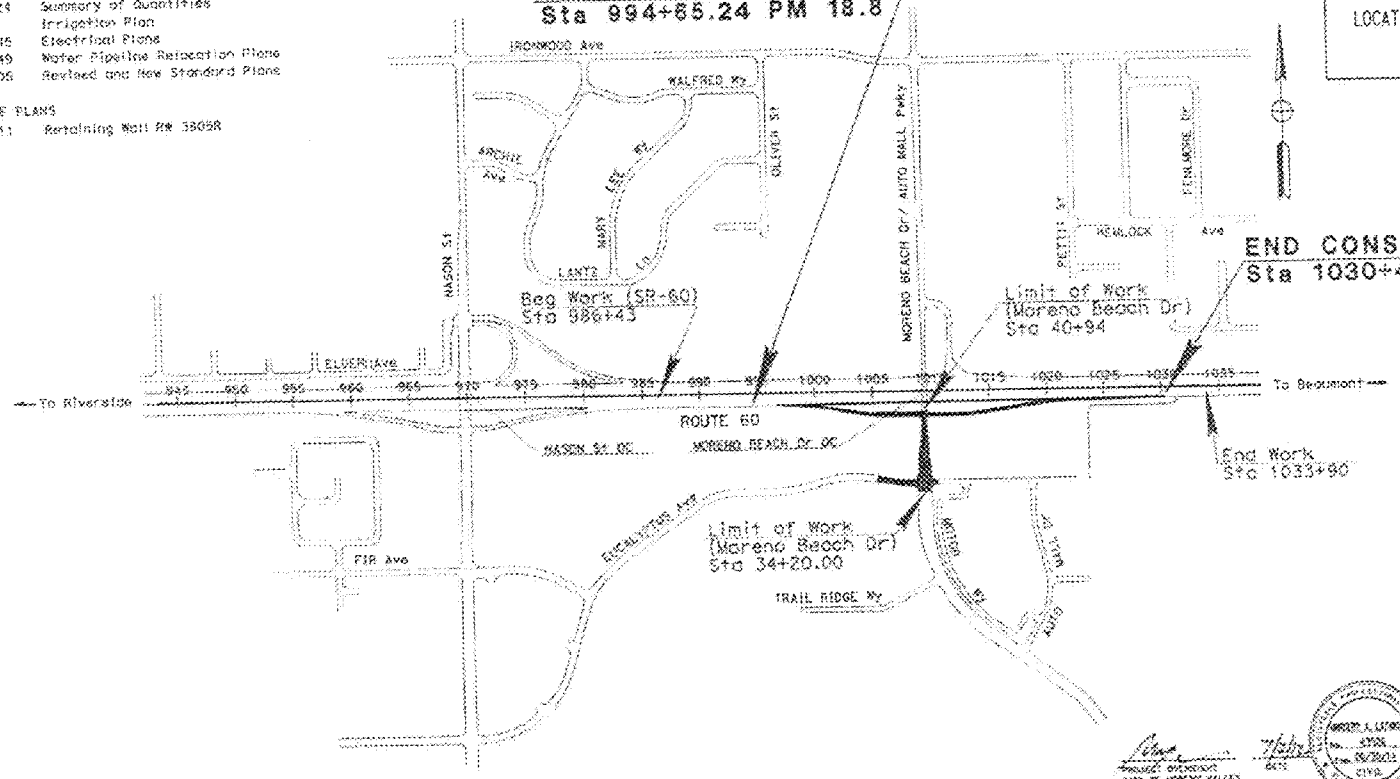

NO SCALE

THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE TO BIDDERS."

PARSONS
2201 DUPONT DRIVE, SUITE 200
IRVINE, CALIFORNIA 92612

CITY OF MORENO VALLEY
14177 FREDERICK STREET
MORENO VALLEY, CALIFORNIA 92552

CONTRACT NO.	08-323014
PROJECT ID	0800000593

UNIT 2232 | PROJECT NUMBER & PHASE 0800000593

BORDER LAST REVISED 1/2/2010 | CALTRANS WEB SITE IS: HTTP://WWW.DOT.CA.GOV/

APPROVED AS TO IMPACT ON STATE FACILITIES AND CONFORMANCE WITH APPLICABLE STATE STANDARDS AND POLICIES AND CERTIFICATE OF INDEPENDENT REVIEW PROFESSIONAL

CONSULTANT DESIGN ENGINEER: RANCO SPERIS

CALTRANS DESIGN DIVISION APPROVAL: DU LU

REGISTRATION No. C57046 | LICENSING EXP. DATE 12/31/12 | DATE SIGNED

Attachment "A"

Item No. A.8

MV00178950

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) - ZONAL
PROJECT NO. XX-XXXXX

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **Consultant Company,** a (California corporation, partnership, sole ownership) hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

Attachment "B"

SAMPLE

AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. XX-XXXXX

DESCRIPTION OF PROJECT

1. The project is described as professional consultant _____ services for:

Project Name

Project No. XX-XXXXX

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $_____ in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on **Month Date, Year** unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "E" attached hereto and incorporated by this reference.

Or

SAMPLE

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the design/construction schedule as stated in the Notice to Proceed.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

12. The Consultant may also retain or subcontract for the services of other necessary

SAMPLE

consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

[for Non-design contracts]

15. (a) The Consultant agrees to indemnify, defend, and save the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), the Moreno Valley Community Services District (CSD) and the Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to

SAMPLE

any person, including injury to the City's, RDA's, CSD's, and WRCOG's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts, recklessness or willful misconduct of the City, RDA, CSD and WRCOG, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction.

Or [for Design contracts]

15. (a) To the maximum extent allowable by law, the Consultant agrees to indemnify, defend, and save the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), the Moreno Valley Community Services District (CSD) and the Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, RDA, CSD and WRCOG, their officers, agents or employees.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's, CSD's, and WRCOG's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA, CSD and WRCOG, their officers, agents or

SAMPLE

employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

Or [for Design/CM contracts]

15. (a) To the maximum extent allowable by law, the Consultant, when functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), the Moreno Valley Community Services District (CSD) and the Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, RDA, CSD, and WRCOG, their officers, agents or employees.

(b) The consultant, when not functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Community Redevelopment Agency (RDA), the Moreno Valley Community Services District (CSD) and the Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are

SAMPLE

caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, RDA, CSD, and WRCOG, their officers, agents or employees.

(c) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's, CSD's, and WRCOG's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA, CSD, and WRCOG, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any

SAMPLE

person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such Public Liability and Property Damage Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

GENERAL LIABILITY

Bodily Injury	$1,000,000 per occurrence
Property Damage	$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum general liability limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of

SAMPLE

California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, RDA, CSD and WRCOG against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) A Certificate of Insurance, or an appropriate insurance binder evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(h) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District and Western Riverside Council of Governments, their officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District and Western Riverside Council of Governments, its officers, employees and agents, under any third party liability policy."

(i) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed

SAMPLE

and qualified to conduct insurance business in the State of California.

(j) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings at all times and during all phases of the project.

SAMPLE

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other projects without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

(b) Upon notice of termination, the Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain for its files copies of any and all materials, including drawings, documents, and specifications produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings, regardless of the completeness of said documents.

(c) The Consultant shall be entitled to copies of all furnished materials for his

SAMPLE

files and his subconsultants, if any.

(d) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant. Consultant acknowledges that Consultant work product produced under this Agreement may be public record under State law.

(e) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis,

SAMPLE

the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

25. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

27. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement.

SIGNATURE PAGE FOLLOWS

SAMPLE

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
Department Head/Mayor/City Manager
(Select only one please)

DATE: _____

Consultant Company

BY: _____

TITLE: _____
(President or Vice President)

BY: _____

TITLE: _____
(Corporate Secretary)

ATTEST:

_____
City Clerk *(not needed if City Manager signs)*

APPROVED AS TO LEGAL FORM:

_____
City Attorney

DATE: _____

Enclosures: Exhibit "A" – City's Request for Proposal
Exhibit "B" – Consultant's Proposal
Exhibit "C" – City's Responsibility
Exhibit "D" – Terms of Payment
Exhibit "E" – Consultant's Schedule

SAMPLE

CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

SAMPLE

EXHIBIT "C"

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed $_____.

2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml

3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to (951) 413-3078. Copies of invoices may be submitted to the Capital Projects Division at zara@moval.org or calls directed to (951) 413-3131.

4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees,

SAMPLE

late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:

   A. Vendor Name, Mailing Address, and Phone Number
   B. Invoice Date
   C. Vendor Invoice Number
   D. City-provided Reference Number (e.g. Project, Activity)
   E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

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Revised 10/13/09

SAMPLE

EXHIBIT "D"

CONSTRUCTION COOPERATIVE AGREEMENT

This agreement, effective on January 4, 2012, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Moreno Valley, a body politic and municipal corporation or chartered city of the State of California, referred to as CITY.

For the purpose of this agreement, the term PARTNERS collectively refers to CALTRANS and CITY (all signatory parties to this agreement). The term PARTNER refers to any one of those signatory parties individually.

RECITALS

1. California Streets and Highways Code sections 114 and 130 authorize PARTNERS to enter into a cooperative agreement for performance of work within the State Highway System (SHS) right of way.

2. This agreement outlines the terms and conditions of cooperation between PARTNERS to complete the construction capital phase to improve the eastbound ramp configuration at Moreno Beach Drive on State Route 60 (SR-60) in the City of Moreno Valley and construct auxiliary lanes for the eastbound portion of the freeway between the Nason Street overcrossing and the Moreno Beach Drive overcrossing.

   For the purpose of this agreement, improvements to the eastbound ramp configuration at Moreno Beach Drive on SR-60 in the City of Moreno Valley and construction of auxiliary lanes for the eastbound portion of the freeway between the Nason Street overcrossing and the Moreno Beach Drive overcrossing will be referred to as PROJECT. All responsibilities assigned in this agreement to complete the construction capital phase of PROJECT will be referred to as OBLIGATIONS.

3. This agreement is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding PROJECT.

4. Prior to this agreement, the CITY developed the Project Report; Plans, Specifications and Estimate; and the Right of Way Certification (Cooperative Agreement No. 8-1314).

5. CITY prepared the environmental documentation for PROJECT.

6. The estimated date for OBLIGATION COMPLETION is December 31, 2014.

7. In this agreement capitalized words represent defined terms and acronyms. The Definitions section contains a complete definition for each capitalized term.

8. From this point forward, PARTNERS define in this agreement the terms and conditions under which they will accomplish OBLIGATIONS.

RESPONSIBILITIES

9. CITY is SPONSOR for 100% of PROJECT.

10. CALTRANS will provide IQA for the portions of WORK within existing and proposed SHS right of way. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.

11. CITY may provide IQA for the portions of WORK outside existing and proposed SHS right of way.

12. CITY is the only FUNDING PARTNER for this agreement. CITY's funding commitment is defined in the FUNDING SUMMARY.

13. CALTRANS is the CEQA lead agency for PROJECT.

14. CALTRANS is the NEPA lead agency for PROJECT.

15. CITY is IMPLEMENTING AGENCY for CONSTRUCTION.

SCOPE

Scope: General

16. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.

17. IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN. The District Construction Division, with input from Structure Construction must approve the Quality Management Plan (QMP) before the encroachment permit for construction is issued.

18. Any PARTNER may, at its own expense, have representatives observe any OBLIGATIONS performed by another PARTNER. Observation does not constitute authority over those OBLIGATIONS.

19. Each PARTNER will ensure that all of its personnel participating in OBLIGATIONS are appropriately qualified, and if necessary licensed, to perform the tasks assigned to them.

20. IMPLEMENTING AGENCY shall retain consultants and shall invite CALTRANS to participate in the selection and retention of consultants that participate in OBLIGATIONS. At least one representative from the Construction Division of CALTRANS shall participate in the selection process. A construction management firm shall not be selected without the approval by this representative.

21. If WORK is done under contract (not completed by a PARTNER's own employees) and is governed by the California Labor Code's definition of "public works" (section 1720(a)(a)), that PARTNER will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations.

22. IMPLEMENTING AGENCY for each PROJECT COMPONENT included in this agreement will be available to help resolve problems generated by that component for the entire duration of PROJECT.

23. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right of way.

    Contractors and/or agents, and utility owners will not perform WORK without an encroachment permit issued in their name.

24. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.

25. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law. Where applicable, the provisions of California Government Code section 6254.5(e) will govern the disclosure of such documents in the event that PARTNERS share said documents with each other.

    PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.

26. If any PARTNER receives a public records request, pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public records. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.

27. If HM-1 or HM-2 is found during a PROJECT COMPONENT, IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.

28. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.

29. CITY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits and outside the existing SHS right of way. CITY will undertake or cause to be undertaken HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.

30. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.

31. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

32. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this agreement.

33. IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with written quarterly progress reports during the implementation of OBLIGATIONS in that component.

34. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right of way as part of WORK become the property of CALTRANS.

    CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right of way.

35. IMPLEMENTING AGENCY for a PROJECT COMPONENT will accept, reject, compromise, settle, or litigate claims of any non-agreement parties hired to do WORK in that component.

36. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this agreement in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on claim.

37. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that

conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs, and provide billing and payment support.

38. PARTNERS will comply with the appropriate federal cost principles and administrative requirements outlined in the Applicable Cost Principles and Administrative Requirements table below. These principles and requirements apply to all funding types included in this agreement.

39. PARTNERS will ensure that any party hired to participate in OBLIGATIONS will comply with the appropriate federal cost principles and administrative requirements outlined in the Applicable Cost Principles and Administrative Requirements table below.

Applicable Cost Principles and Administration Requirements		
The federal cost principles and administrative requirements associated with each organization type apply to that organization.		
Organization Type	Cost Principles	Administrative Requirements
Federal Governments	2 CFR Part 225	OMB A-102
State and Local Government	2 CFR, Part 225	49 CFR, Part 18
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215
Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18
CFR (Code of Federal Regulations) **OMB (Office of Management and Budget)**		
Related URLs: • Various OMB Circular: http://www.whitehouse.gov/omb/grants_circulars • Code of Federal Regulations: http://www.gpoaccess.gov/CFR		

40. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this agreement.

41. PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.

42. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA, and CITY will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of

operation. The auditing PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

The audited PARTNER will review the draft audit, findings, and recommendations, and provide written comments within 30 calendar days of receipt.

Upon completion of the final audit, PARTNERS have 30 days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTNERS is subject to dispute resolution. Any costs arising out of the dispute resolution process will be paid within 30 calendar days of the final audit or dispute resolution findings.

43. Any PARTNER that hires another party to participate in OBLIGATIONS will conduct a pre-award audit of that party in accordance with the *Local Assistance Procedures Manual*.

44. PARTNERS will not incur costs beyond the funding commitments in this agreement. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, IMPLEMENTING AGENCY will promptly notify SPONSOR.

    IMPLEMENTING AGENCY has no obligation to perform WORK if funds to perform WORK are unavailable.

45. If WORK stops for any reason, IMPLEMENTING AGENCY will place all facilities impacted by WORK in a safe and operable condition acceptable to CALTRANS.

46. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER's responsibilities in this agreement, in order to keep PROJECT in environmental compliance until WORK resumes.

47. Each PARTNER accepts responsibility to complete the activities that it selected on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this agreement.

48. Contract administration procedures shall conform to CALTRANS' Construction Manual, Local Assistance Procedures Manual (if Federal funds are used), and the PROJECT encroachment permits.

49. If the Resident Engineer is not also a registered Landscape Architect, CITY will furnish, at CITY expense and subject to approval of CALTRANS Landscape Architecture, a registered Landscape Architect to perform work related to architecture treatment and landscaping and to perform the function of an Assistant Resident Engineer/Inspector who is responsible for both daily on-site inspections and final decisions including, but not

limited to, any highway planting and the irrigation systems that comprise a portion of the PROJECT work. Final decisions shall continue to be subject to the satisfaction and approval of CALTRANS.

50. Within one hundred eighty (180) days following the completion and acceptance of the PROJECT construction contract, to furnish CALTRANS with a complete set of "As-Built" plans (hard copy and electronic formats) in accordance with CALTRANS' then current CADD Users Manual, Plans Preparation Manual, and CALTRANS practice. The submittal must also include all CALTRANS requested contract records, including survey documents and Records of Surveys (to include monument perpetuation per the Land Surveyor Act, section 8771, including but not limited to preconstruction monumentation documents and a post construction Record of Survey). CITY shall also submit corrected full-sized hardcopy structure plans.

Scope: Environmental Permits, Approvals and Agreements

51. Each PARTNER identified in the Environmental Permits table below accepts the responsibility to complete the assigned activities.

Environmental Permits

Permit	Coordinate	Prepare	Obtain	Implement	Renew	Amend
404 USACOE	CITY	CITY	CITY	CITY	CITY	CITY
401 RWQCB	CITY	CITY	CITY	CITY	CITY	CITY
NPDES SWRCB	CITY	CITY	CITY	CITY	CITY	CITY
1602 DFG	CITY	CITY	CITY	CITY	CITY	CITY

Scope: CONSTRUCTION

52. CITY will advertise, open bids, award, approve, and administer the construction contract in accordance with the California Public Contract Code and the California Labor Code.

CITY will not advertise the construction contract until CALTRANS completes or accepts the final plans, specifications, and estimate package; CALTRANS approves the Right of Way Certification; and SPONSOR verifies full funding of CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL.

By accepting responsibility to advertise and award the construction contract, CITY also accepts responsibility to administer the construction contract.

PARTNERS agree that CITY is designated as the Legally Responsible Person and the Approved Signatory Authority pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally

Responsible Person and the Approved Signatory Authority as mandated by the Construction General Permit.

53. IMPLEMENTING AGENCY will implement changes to the construction contract through contract change orders (CCOs). PARTNERS will review and concur on all CCOs over $50,000.

CALTRANS must approve all CCOs affecting public safety or the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual prior to implementing the CCO.

54. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, all PARTNERS must be involved in determining how to proceed. If PARTNERS do not agree in writing on a course of action within 15 working days, this agreement will terminate.

55. CITY will require the construction contractor to furnish payment and performance bonds naming CITY as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS specifications.

56. CITY will submit a written request to CALTRANS for any SFM identified in the PROJECT plans, specifications, and estimate a minimum of 45 days prior to the bid advertisement date for PROJECT construction contract. CITY will submit a written request to CALTRANS for any additional SFM deemed necessary during PROJECT construction.

57. CALTRANS will make SFM available at a CALTRANS-designated location after CITY requests SFM and pays CALTRANS' invoice for estimated SFM costs.

58. As IMPLEMENTING AGENCY for CONSTRUCTION, CITY is responsible for maintenance within PROJECT limits as part of the construction contract.

59. PARTNERS will execute a separate maintenance agreement prior to OBLIGATION COMPLETION.

COST

Cost: General

60. The cost of any awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS COST.

61. CALTRANS, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way.

62. CITY, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within PROJECT limits and outside of the existing SHS right of way.

63. HM MANAGEMENT ACTIVITIES costs related to HM-2 are CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL costs.

64. The cost to comply with and implement the commitments set forth in the environmental documentation is an OBLIGATIONS COST.

65. The cost to ensure that PROJECT remains in environmental compliance is an OBLIGATIONS COST.

66. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is an OBLIGATIONS COST.

67. Independent of OBLIGATIONS COST, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.

68. Independent of OBLIGATIONS COST, CITY will fund the cost of its own IQA for WORK done outside existing or proposed future SHS right of way.

69. CALTRANS will provide encroachment permits at no cost to PARTNERS, their contractors, consultants and agents, and the following utility companies: Southern California Edison, Moreno Valley Utility, and Eastern Municipal Water District.

70. Fines, interest, or penalties levied against a PARTNER will be paid, independent of OBLIGATIONS COST, by the PARTNER whose actions or lack of action caused the levy. That PARTNER will indemnify and defend each other PARTNER.

71. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS COST only after those hired by PARTNERS to participate in OBLIGATIONS incur and pay those costs.

    Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Personnel Administration (DPA) rules current at the effective date of this agreement.

    If CITY invoices for rates in excess of DPA rates, CITY will fund the cost difference and reimburse CALTRANS for any overpayment.

72. The cost of non-IQA engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds are subject to the current Program Functional Rate. Local funds are subject to the current Program Functional Rate

and the current Administration Rate. CALTRANS periodically adjusts the Program Functional Rate and the Administration Rate.

73. If CALTRANS reimburses CITY for any costs later determined to be unallowable, CITY will reimburse those funds.

74. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is an OBLIGATIONS cost.

75. Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this agreement to place the right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

    That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

76. If there are insufficient funds in this agreement to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTNER implementing commitments or conditions accepts responsibility to fund these activities, as they apply to each PARTNER's responsibilities, until such time as PARTNERS amend this agreement.

    Each PARTNER may request reimbursement for these costs during the amendment process.

77. PARTNERS will pay invoices within 30 calendar days of receipt of invoice.

Cost: Environmental Permits, Approvals and Agreements

78. The cost of coordinating, obtaining, complying with, implementing, and if necessary renewing and amending resource agency permits, agreements, and/or approvals is an OBLIGATIONS COST.

Cost: CONSTRUCTION Support

79. The cost to maintain the SHS within PROJECT limits is an OBLIGATIONS COST until PARTNERS execute a separate maintenance agreement.

80. Each PARTNER listed below may submit invoices for CONSTRUCTION Support for source inspection:
    - CALTRANS may invoice CITY

81. PARTNERS will exchange funds for actual costs up to a maximum of $65,000.

CALTRANS will invoice CITY for $10,000 initial deposit 30 working days prior to the construction contract bid advertisement date. This deposit represents two (2) months' estimated support costs for source inspection.

Thereafter, CALTRANS will submit to CITY monthly invoices for estimated monthly costs based on the prior month's actual expenditures.

After PARTNERS agree that all WORK is complete, CALTRANS will submit a final accounting for all OBLIGATIONS COSTS. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this agreement.

Cost: CONSTRUCTION Capital

82. The cost of all SFM is a CONSTRUCTION CAPITAL cost.

CALTRANS will invoice CITY for the actual cost of any SFM as a CONSTRUCTION CAPITAL cost.

After PARTNERS agree that all WORK is complete, CALTRANS will submit a final accounting for all SFM costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this agreement.

SCHEDULE

83. PARTNERS will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN. The Project Manager must approve the PROJECT MANAGEMENT PLAN before the encroachment permit for construction is issued.

GENERAL CONDITIONS

84. PARTNERS understand that this agreement is in accordance with and governed by the Constitution and laws of the State of California. This agreement will be enforceable in the State of California. Any PARTNER initiating legal action arising from this agreement will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this agreement resides, or in the Superior Court of the county in which PROJECT is physically located.

85. All OBLIGATIONS of CALTRANS under the terms of this agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.

86. Any PARTNER performing IQA does so for its own benefit. No one can assign liability to that PARTNER due to its IQA activities.

87. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this agreement.

It is understood and agreed that CALTRANS will fully defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this agreement.

88. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this agreement.

It is understood and agreed that CITY will fully defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY and/or its agents under this agreement.

89. PARTNERS do not intend this agreement to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. PARTNERS do not intend this agreement to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.

90. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this agreement.

91. PARTNERS will not interpret any ambiguity contained in this agreement against each other. PARTNERS waive the provisions of California Civil Code section 1654.

92. A waiver of a PARTNER's performance under this agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this agreement does not constitute an amendment to or negate all other articles or sections of this agreement.

93. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

94. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within 30 calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.

95. PARTNERS will first attempt to resolve agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the Director of Public Works/City Engineer of CITY will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

    Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this agreement. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

    Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.

    PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this agreement or to enforce the provisions of this article including equitable relief.

96. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

97. If any provisions in this agreement are deemed to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other agreement provisions invalid, inoperative, or unenforceable, and PARTNERS will automatically sever those provisions from this agreement.

98. PARTNERS intend this agreement to be their final expression and supersede any oral understanding or writings pertaining to OBLIGATIONS.

99. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this agreement to include completion of those additional tasks.

100. PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.

101. This agreement will terminate upon OBLIGATION COMPLETION or an amendment to terminate this agreement, whichever occurs first.

However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

102. The following documents are attached to, and made an express part of this agreement: SCOPE SUMMARY, FUNDING SUMMARY.

DEFINITIONS

CALTRANS – The California Department of Transportation

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at http://www.dot.ca.gov/hq/projmgmt/guidance.htm.

CEQA (California Environmental Quality Act) – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

CFR (Code of Federal Regulations) – The general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

CONSTRUCTION CAPITAL – See PROJECT COMPONENT.

CONSTRUCTION SUPPORT – See PROJECT COMPONENT.

COOPERATIVE AGREEMENT CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this agreement and in all amendments to this agreement.

COST – The responsibility for cost responsibilities in this agreement can take one of three assignments:

- **OBLIGATIONS COST** – A cost associated with fulfilling OBLIGATIONS that will be funded as part of this agreement. The responsibility is defined by the funding commitments in this agreement.
- **PROJECT COST** – A cost associated with PROJECT that can be funded outside of OBLIGATIONS. A PROJECT COST may not necessarily be part of this agreement. This responsibility is defined by the PARTNERS' funding commitments at the time the cost is incurred.
- **PARTNER COST** – A cost that is the responsibility of a specific PARTNER, independent of PROJECT.

FHWA – Federal Highway Administration

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at www.fhwa.dot.gov/topics.htm.

FUNDING PARTNER – A PARTNER that commits a defined dollar amount to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds identified on the FUNDING SUMMARY under its name.

FUNDING SUMMARY – The table that designates an agreement's funding sources, types of funds, and the PROJECT COMPONENT in which the funds are to be spent. Funds listed on the FUNDING SUMMARY are "not-to-exceed" amounts for each FUNDING PARTNER.

GAAP (Generally Accepted Accounting Principles) – Uniform minimum standards and guidelines for financial accounting and reporting issued by the Federal Accounting Standards Advisory Board that serve to achieve some level of standardization. See http://www.fasab.gov/accepted.html.

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.

HM-2 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

IMPLEMENTING AGENCY – The PARTNER responsible for managing the scope, cost, and schedule of a PROJECT COMPONENT to ensure the completion of that component.

IQA (Independent Quality Assurance) – Ensuring that IMPLEMENTING AGENCY's quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan (QMP). IQA does not include any work necessary to actually develop or deliver WORK or any validation by verifying or rechecking work performed by another partner.

NEPA (National Environmental Policy Act of 1969) – The federal act that establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

OBLIGATION COMPLETION – PARTNERS have fulfilled all OBLIGATIONS included in this agreement, and all amendments to this agreement, and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

OBLIGATIONS – All responsibilities included in this agreement.

OBLIGATIONS COST – See COST.

OMB (Office of Management and Budget) – The federal office that oversees preparation of the federal budget and supervises its administration in Executive Branch agencies.

PARTNER – Any individual signatory party to this agreement.

PARTNERS – The term that collectively references all of the signatory agencies to this agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER's individual actions legally bind the other partners.

PROJECT – The undertaking to improve the eastbound ramp configuration at Moreno Beach Drive on SR-60 in the city of Moreno Valley and construct auxiliary lanes for the eastbound portion of the freeway between the Nason Street overcrossing and the Moreno Beach Drive overcrossing.

PROJECT COMPONENT – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- **PID (Project Initiation Document)** – The activities required to deliver the project initiation document for PROJECT.
- **PA&ED (Project Approval and Environmental Document)** – The activities required to deliver the project approval and environmental documentation for PROJECT.
- **PS&E (Plans, Specifications, and Estimate)** – The activities required to deliver the plans, specifications, and estimate for PROJECT.
- **R/W (Right of Way) SUPPORT** –The activities required to obtain all property interests for PROJECT.
- **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for PROJECT.
- **CONSTRUCTION SUPPORT** – The activities required for the administration, acceptance, and final documentation of the construction contract for PROJECT.
- **CONSTRUCTION CAPITAL** – The funds for the construction contract.

PROJECT COST – See COST.

PROJECT MANAGEMENT PLAN – A group of documents used to guide a project's execution and control throughout that project's lifecycle.

QMP (Quality Management Plan) – An integral part of the Project Management Plan that describes IMPLEMENTING AGENCY's quality policy and how it will be used.

RESIDENT ENGINEER – A civil engineer licensed in the State of California who is responsible for construction contract administration activities. Said engineer must be independent of the design engineering company and the construction contractor.

SAFETEA-LU – Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users

SCOPE SUMMARY – The attachment in which each PARTNER designates its commitment to specific scope activities within each PROJECT COMPONENT as outlined by the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at http://www.dot.ca.gov/hq/projmgmt/guidance.htm.

SHS (State Highway System) – All highways, right of way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

SPONSOR – Any PARTNER that accepts the responsibility to establish scope of PROJECT and the obligation to secure financial resources to fund PROJECT. SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT scope. If a PROJECT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

SFM (State Furnished Material) – Any materials or equipment supplied by CALTRANS.

WORK – All scope activities included in this agreement.

CONTACT INFORMATION

The information provided below indicates the primary contact data for each PARTNER to this agreement. PARTNERS will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this agreement.

The primary agreement contact person for CALTRANS is:
Jamal Elsaleh, Program/Project Management Office Chief
464 W. Fourth Street
San Bernardino, California 92401-1400
Office Phone: (909) 383-6710
Email: jamal.elsaleh@dot.ca.gov

The primary agreement contact person for CITY is:
Margery Lazarus, Senior Engineer, P.E.
P.O. Box 88005
Moreno Valley, California 92552-0805
Office Phone: (951) 413-3133
Email: margeryl@moval.org

SIGNATURES

PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

APPROVED

By: Ray Wolfe
RAYMOND W. WOLFE, PhD
Deputy District Director

P.D.

Date: 1/9/12

CERTIFIED AS TO FUNDS:

By: Lisa M Pacheco
LISA PACHECO
District Budget Manager

Date: 12/23/11

CITY OF MORENO

APPROVED

By: Michelle Dawson
for HENRY GARCIA
City Manager

Date: 12/19/11

APPROVED AS TO FORM AND PROCEDURE

By: Suzanne Bryant
for ROBERT L. HANSEN
City Attorney

Date: 12-15-11

08-RIV-60-18.9/19.6
EA: 32301
District Agreement 08-1514
Project Number 0800000593

SCOPE SUMMARY

4	5	6	7	8	Description	CALTRANS	CITY	N/A
5	270				Construction Engineering and General Contract Administration		X	
		10			Construction Staking Package and Control		X	
		15			Construction Stakes		X	
		20			Construction Engineering Work		X	
		25			Construction Contract Administration Work		X	
			05		Secured Lease for Resident Engineer Office Space or Trailer		X	
			10		Set Up Construction Project Files		X	
			15		Pre-Construction Meeting		X	
			20		Progress Pay Estimates		X	
			25		Weekly Statement of Working Days		X	
			30		Construction Project Files and General Field Office Clerical Work		X	
			35		Labor Compliance Activities		X	
			40		Approved Subcontractor Substitutions		X	
			45		Coordination		X	
			50		Civil Rights Contract Compliance		X	
			99		Other Construction Contract Administration Products		X	
		30			Contract Item Work Inspection		X	
		35			Construction Material Sampling and Testing		X	
			05		Materials Sampling and Testing for Quality Assurance		X	
			10		Plant Inspection for Quality Assurance		X	
			15		Independent Assurance Sampling and Testing		X	
			20		Source Inspection	X		
		40			Safety and Maintenance Reviews		X	
		45			Relief From Maintenance Process		X	
		55			Final Inspection and Acceptance Recommendation		X	
		60			Plant Establishment Administration		X	
		65			Transportation Management Plan Implementation During Construction		X	
		80			Long-Term Environmental Mitigation/Mitigation Monitoring During Construction Contract		X	
		99			Other Construction Engineering and General Contract Administration		X	
6	275				Construction Engineering and General Contract Administration of Structures Work		X	
5	285				Contract Change Order Administration		X	
5	290				Resolve Contract Claims		X	
6	295				Accept Contract, Prepare Final Construction Estimate, and Final Report		X	
4	300				Final Right of Way Engineering		X	

PACT Version 10.1.2011_02_17

Initials / Date:
City Attorney: BMB Date: 1-9-12
City Manager: JMD Date: 1/10/12

Item No. A.8

FUNDING SUMMARY

Funding Source	Funding Partner	Fund Type	CON Capital	CON Support	Subtotal Support	Subtotal Capital	Subtotal Funds Type
LOCAL	CITY	City	$8,800,000	$450,000	$450,000	$8,800,000	$9,250,000
		Subtotals by Component	$8,800,000	$450,000	$450,000	$8,800,000	$9,250,000

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** ☐ a. bid/offer/application b. initial award c. post-award	**3. Report Type:** ☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known*: **Congressional District**, *if known*: 4c	**5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:** **Congressional District**, *if known*:	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $	
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Attachment "D"

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

LIST OF SUBCONSULTANTS

PROJECT NAME: _____

PROJECT NO: _____

CONSULTANT NAME: _____

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

Duplicate this form as necessary to report all subconsultant(s) information

Attachment "E"

PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) – PART I

The proposer shall list all subconsultants (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE subconsultants elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*

Distribution: 1) Original – Local Agency File

PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) – PART II

The proposer shall list all subconsultants who provided a quote or proposal but were not selected to participate as a subconsultant on this project. This is required fc compliance with Title 49, Section 26 of the Code of Federal Regulations. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*

Distribution: 1) Original – Local Agency File

MV00178993

EXHIBIT 10-O2 Local Agency Proposer DBE Information (Consultant Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

TOTAL CONTRACT AMOUNT ($): _____

PROPOSER'S NAME: _____

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified at the time proposals are due - include DBE address and phone number)	DOLLAR AMOUNT OF EACH DBE

For Local Agency to Complete:

Local Agency Contract Number: _____
Federal-Aid Project Number: _____
Federal Share: _____
Contarct Award: _____

Total Claimed DBE Participation $_____ _____%

Local Agency certifies that the DBE certifications have been verified and all informations is complete and accurate.

Print Name Signature Date
Local Agency Representative

(Area Code) Telephone Number:

Signature of Proposer

Date (Area Code) Tel. No.

Person to Contact (Please Type or Print)

For Caltrans Review:

Print Name Signature Date
Caltrans District Local Assistance Engineer

Local Agency Proposer DBE Information (Consultant Contracts)
(Rev 6/27/09)

Distribution: (1) Copy - Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days after contract execution. Failure to send a copy to the DLAE within 15 days after contract execution may result in deobligation of funds for this project.
(2) Original - Local agency files

INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION (CONSULTANT CONTRACTS)

SUCCESSFUL PROPOSER:

The form requires specific information regarding the consultant or other contract: Local Agency, Location, Project Description, Total Contract Amount, Proposal Date, and successful Proposer's Name.

The form has a column for the Work Item Number and Description or Services to be Subcontracted to DBEs. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the prime consultant. Enter DBE prime consultant's and subconsultant's certification number. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on or before the proposals are due and include DBE address and phone number).

Enter the Total Claimed DBE Participation dollar amount of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe exact portion of time to be performed by the DBE.) See "Notice to Proposers Disadvantaged Business Enterprise Information," (Exhibit 10-I) to determine how to count the participation of DBE firms.

Exhibit 10-O2 must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Number, Federal-aid Project Number, Federal Share, and Contarct Award fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the deobligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

MORENO VALLEY
WHERE DREAMS SOAR

CITY of MORENO VALLEY

CAPITAL PROJECTS DIVISION

Professional Consultant
Construction Surveying Services
for Project EA 08-32301
SR-60 / MORENO BEACH DRIVE - PHASE 1 IMPROVEMENTS PROJECT
Project Account No. 797.79731

PRESENTED BY:

COORY ENGINEERING
1718 N. Neville Street, Orange, CA 92865
TEL.: (714) 202-8700 FAX: (714) 202-8701

August 1, 2012

Exhibit "B"

COORY ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING

Capital Projects Division
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

August 1, 2012

Subject: **Construction Survey Services**
SR-60 / Moreno Beach Drive
Phase 1 Improvements Project
Moreno Valley, CA

Ladies and Gentlemen:

Coory Engineering is pleased to submit this proposal, and offer our company resources to the City of Moreno Valley in response to your Request for Proposal for the Construction Survey Services for the SR-60 / Moreno Beach Drive, Phase 1 Improvements Project. Our team is assembled with commitment and discipline to partner with the City of Moreno Valley and to implement this project on time and within a low budget. **Our overhead is very low and our fees are reasonable.**

Over the years, **our company completed similar projects for local agencies within Caltrans right-of-way and in compliance with CT encroachment permit, plans & specifications, and CT / local agencies survey staking manual and guidelines as applicable. Our field staff has excellent working relationship with Project Resident Engineers, Agency Representatives, and Caltrans Oversight Engineers. We are also looking forward to propose the survey work on the upcoming Nason Street project. If we are successful to be selected to perform the two projects at the same time, we will even bring in more savings to the City.**

We commit our resources acquired over thirty two years of successful execution of public and private projects, and offer our experienced and skilled project managers and surveyors for the execution of this project. We assign our top personnel to the key positions on the project. The assigned **Project Manager** for this project will be the undersigned, **Samir M. Khoury, a surveyor and a registered civil engineer with over thirty years of experience** as detailed later on in this proposal. Moreover, all other assigned personnel have superior knowledge of the ins and outs of various city improvement projects.

1718 N. Neville Street, Orange, CA 92865
TEL: (714) 202-8700 FAX: (714) 202-8701

August 1, 2012

Construction Survey Services
SR-60 / Moreno Beach Drive
Phase 1 Improvements Project
Moreno Valley, CA

We appreciate the opportunity to present our proposal and look forward to collaborative development of seamless delivery of this project, in a successful manner. **Our proposal meets or exceeds all requirements outlined in the City's RFP.**

Should you have any technical or contractual questions, please contact the undersigned at (714) 202-8700 or email skhoury@cooryengineering.com.

Sincerely,

Samir M. Khoury, PE
President, Coory Engineering

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Appendix 19

Company Information

- Coory Engineering is certified by the State of California as a Small Business Enterprise **(SBE)**.
- Address: 1718 N. Neville Street
  Orange, CA 92865,
  Telephone: (714) 202-8700,
  Fax: (714) 202-8701.
- The company is a sole proprietorship, owned by Samir M. Khoury.
- Our firm was established in April of 1980.
- We specialize in the practice of General Civil Engineering, Land Surveying and Construction Management. Municipal projects comprise the majority of our work load.

Company contact person:

Mr. Samir M. Khoury
Telephone: (714) 202-8700
Email: Skhoury@cooryengineering.com

Samir M. Khoury is the responsible party for entering into contracts, signing agreements and entering into potential negotiation points.

A. Project Understanding

It is our understanding that the City of Moreno Valley is looking for a consulting firm that can provide Construction Survey services for the SR-60 / Moreno Beach Drive Phase 1 Improvements Project in the City of Moreno Valley.

Per the project plans and the RFP, the project in general is proposing the re-alignment of the SR-60/Moreno Beach eastbound off and on ramps, adding an eastbound auxiliary lane, installation of a new traffic signal at the new intersection of the eastbound ramps and Moreno Beach Drive, adding a retaining wall, adding ramp metering, extension of Eucalyptus Avenue to Moreno Beach Drive, modification of the traffic signal at the intersection of Eucalyptus Avenue and Moreno Beach Drive, coordination of utility relocations, irrigation, and related work. The work lies within Caltrans right of way, the work includes earthwork, grading, asphalt concrete paving, concrete retaining walls, roadway excavation, imported borrow, drainage pipes and minor concrete structures, concrete curb and gutter, EMWD water line relocation, overhead SCE relocation and related work.

Possible typical issue areas in a construction surveying project like this are the following:

- The availability of sufficient survey control
- Communication
- Lost stakes/ Re-staking
- Documentation
- Multiple concurrent tasks
- Utility coordination
- As-builts

The above items of possible typical project's issues do not pose a problem for us. We understand the parameters and nature of a project of this type and magnitude and are familiar with its complexities and the typical difficulties that are encountered. As part of the scope of delivering this project, Coory Engineering is familiar with the project plans, specifications and contract documents. This task is more of a second nature to us as a Survey company than it might be for other surveying outfits because of the nature of the services we provide as a whole. In addition to surveying services, we are also heavily involved in the preparation and delivery of construction documents and specifications for municipal projects such as this one. As such, there is no learning curve when our firm is involved.

B. Project Approach

Over the years our experience has led us to the following approach in dealing with projects such as this one:

1. Research:

1.1 Research Control: Since there is already a design in place for this project, our first task would be to request that the City share with us the survey control that was used in the design phase. This will ensure that we are working within the same parameters as the intended design. As a routine however, we would still conduct our own independent research through City, County and Caltrans records in search for surveying monuments to be used in establishing horizontal and vertical control. Based on our research, our survey crew search for and locate these monuments in the field.

1.2 Construction Documents: A crucial step in this research process is the physical studying of the project plans and specifications to be fully familiar with the project intentions, needs, requirements and methodologies.

2. Site Preparation: Based on the research, the project plans and our assessment of the physical project parameters, we will locate and set a vertical and horizontal field survey control network. The control network will be verified for closure and accuracy, and will be placed in areas outside the construction zone areas, and posted with warnings not to be disturbed. This control will also be available for use by the contractors using laser equipment for purposes of rough-grading operation.

3. Electronic Files: We expect to receive from the City electronic files of the project design. These files will be used by our office engineer for the preparation of staking calculations. Portions of these electronic plans will also be downloaded into the data collectors for field use by the surveyors (as needed) along with the survey calculations.

4. Survey Request Form: Typically, to set a construction surveying task into motion, a survey request form needs to be filled out.
Our standard survey request form is clear in indicating the type of survey needed, the desired offsets, when the area will be ready for staking, when the survey stakes will be used and the order of priority if there is more than one area to be staked.
Unless the City has its own survey request form/ format, we will provide the contractor and/or the project manager with ours. A minimum notice of 24 hours is requested.

5. Minimum Hours: Typical industry minimum hours for a "move-in" is 4 hours. However, Coory Engineering does not have a minimum hour condition in place for this project. We are available to serve you with your maximum and minimal needs. Of course, better planning would slate a full day of work for a move-in if possible.

6. Record Keeping: We are a highly organized company. Cut sheets will be provided on the same day that our work is done. The City will receive a copy of the cut sheets. The surveyor will retain a copy at all times and one copy will be delivered to our project files in the office. For speed, cut sheets are delivered to the City on the same day that a survey is conducted. However, our office copy will be verified for accuracy upon receipt from the field crew. In cases where a conflict is discovered in the cut sheets, the conflict is communicated with the field immediately.
Our cut sheets for any day of work are numbered 1, 2, 3 etc. However, for better filing and an easier re-tracing system, each page will have a continuous serial number.
All other project related paperwork will be filed and maintained up to date, readily available for delivery to the City upon request or upon audit.

7. Design Errors: If design errors are discovered by our surveyors or our office engineer while preparing the staking calculations, the errors will be reported to the City immediately. Plans will not be revised until permitted by the City and/or its designer.

8. Safety Issues: Our crews are used to working in a busy construction environment. They are well versed on safety and safety procedures are strictly enforced and followed.

C. Project Management Plan

The following is a summary of tasks/ services that we will perform for this project:

- Our survey staff will work under the direction of the City's Resident Engineer / Project Manager and perform services in strict compliance with the contract plans, specifications, and Caltrans survey staking manual / guidelines.
- Meet with the City's Project Manager, CM Resident Engineer, CT Oversight Engineer and contractor to coordinate survey staking activities, notifications, and survey notes.
- Identify conflicts, provide field survey data to the Resident Engineer and designer, recommend solutions, document field changes for As-Built.
- Review contract documents, plans and specifications and become thoroughly familiar with the project.
- Research records and establish survey control.
- Participate in pre-construction, field, construction progress, contractors, public utility agencies and other governmental agency meetings.
- Coordinate with field contractors to determine the work to be completed and the status of the completed work.
- Maintain daily communication with City representatives and establish upcoming workload and schedule. Adjust schedule as necessary.
- Define in-house project team responsibilities & establish a system of checks & balances.
- Conduct in-house meetings with the survey crews to layout the planned work, delegate daily activities, deliverables and schedule.
- Establish a filing system & maintain a log.
- Conduct field construction surveying.
- Coordinate ongoing construction surveys and staking as required.
- Review and monitor contractor's request for re-staking.
- Submit reports of completed work to field inspector.
- Maintain copies of all survey documents (Field notes, Cut Sheets, etc...).
- Keep copies of construction surveying documents on-site.
- Provide measurement of contractor's extra work when requested by the City.

- Provide labor compliance reports and certified payroll of field work.
- Participate in final walk-through meetings, as-built plan completion meetings and administrative meetings as necessary.

A project of this nature will require constant open communication and support. It needs the leadership of a project manager with experience who can communicate, anticipate, plan ahead and execute the plan seamlessly on time and within budget. Coory engineering will offer the services of Samir Khoury to act as Project Manager for this project. Samir is a surveyor and a registered civil engineer. He is an ex-employee of the Cities of Lynwood and Santa Fe Springs, and currently serves as a consultant to various cities.

Samir will be involved in City meetings with contractors, public utility agencies and other government agency representatives as requested. He will also attend pre-construction meetings, field meetings, construction progress meetings, equal opportunity meetings, final walk-through meetings, as-built plan completion meetings and other administrative meetings as necessary. Samir will be communicating and coordinating with the City project manager, construction manager and project engineer daily, to keep track of the remaining project budget versus the remaining project work on a regular basis.

Samir will be in charge of in-house meetings with the survey crews to layout the planned work, establish the tasks of the day, the methods of surveying to be employed and the order in which they are to be delivered.

Samir will prepare and maintain a log of survey work requested and completed, survey related computer files, daily survey work, survey field notes, survey grade sheets and survey related records and files. He will be providing labor compliance reports and certified payroll of Coory Engineering's field work.

We assign the following key personnel to provide the requested surveying services: Samir Khoury/ Project Administrator and Project Manager, Nader Ghashghai/ Project Surveyor, Karim Khoury/ (1st Backup) Project Surveyor, Roger Licea/ (2nd Backup) Project Surveyor and Steve Sarley/ Office Engineer for Staking Calculations. Other staff members are available to assist on the project as needed. Below is a project specific organizational chart.

Project-specific Organizational Chart:

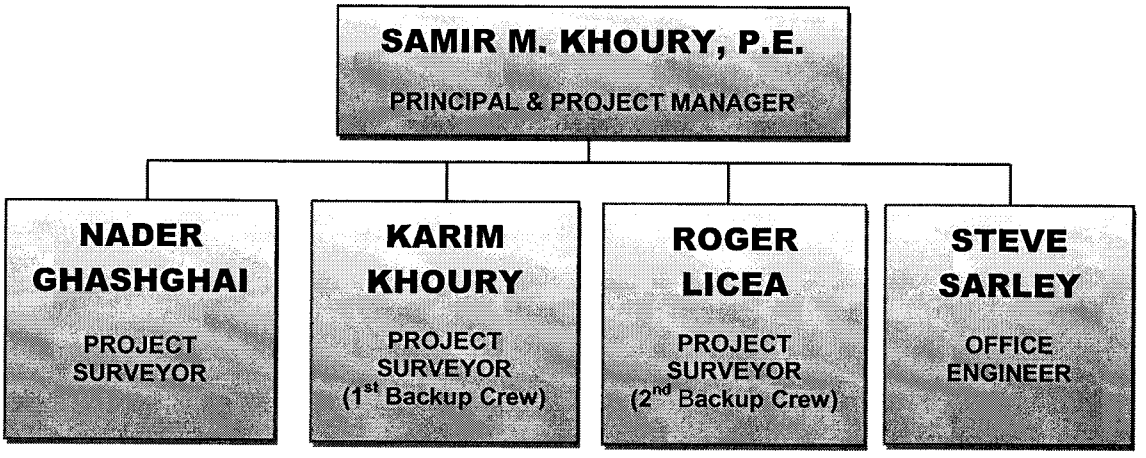

Key Personnel for This Project:

Samir M. Khoury / Project Manager:

Samir has over 30 years of experience, is a surveyor and a registered civil engineer in the State of California and he is an ex-employee of the Cities of Santa Fe Springs and Lynwood. He managed many projects for these cities and other cities within Caltrans right-of-way, coordinating work from the design stage through construction and completion. His experience ranges from involvement with heavy construction activities to simple routine street improvement projects. He will be responsible for entering into contract with the city, will oversee the project at large and will be responsible for quality control and quality assurance.

Nader Ghashghai / Project Surveyor
Primary Project Crew:

Nader holds a B.S. degree in Geomatics Engineering and Photogrammetry from Fresno State University. He has over 27 years of experience working in the field of surveying. Nader has been associated with Coory Engineering for the past 17 years. He will be in charge of the primary surveying crew assigned to this project.

Karim Khoury / Project Surveyor
1st Backup Project Crew:

Karim has over 20 years of experience working in the field of Surveying, Civil Engineering and land development. His background in Civil Design is what gives him an edge and makes him an asset in the field of Surveying. He has been associated with Coory Engineering for the past 20 years. He will be in charge of one of the surveying crews assigned to this project.

Roger Licea / Project Surveyor
2nd Backup Project Crew:

Roger has 20 years of experience working in the field of surveying, civil engineering design & land development. Roger is experienced in the use of GPS & Robotic instruments. Roger's experience includes field data collection, construction staking, ALTA surveys, Topographic & Boundary surveys, Flood Certificates, Earthwork Volume surveying. Roger is experienced working with Geologists. He has headed various surveys on many military bases from Coronado base in San Diego to Alameda Point.

Other personnel:

Other personnel assigned to this project are Survey Technicians, draftsmen and clerical staff as needed.

D. Qualifications and Experience

Qualifications:

i. Coory Engineering has no outstanding or pending complaints as determined through the state of California Department of Consumer Affairs.

ii. Among the other personnel, we currently employ 4 Professional Engineers licensed in the state of California and 3 survey crews.

iii. Coory Engineering has been providing design, Survey and Construction Management services for the development of Capital Improvement projects for over 32 years.

Firm Background and Experience:

Coory Engineering is a General Civil Engineering, Surveying and Construction Management company with a major emphasis on Public Works/ Capital Improvement projects. Our firm is located in the City of Orange. Established in 1980, we have been in business for 32 years and are currently staffed with 19 employees. Many of our employees are ex-City employees that are familiar with City work and environment.

Over the years, our firm has repeatedly delivered one successful project after another, and we have done so for a number of public agencies.

In general, street improvement type projects represent the majority of public agencies' project work load. As a result, our work load has predominantly been dedicated to street improvement projects; new streets, street rehabilitation, sewer, water, storm drain, traffic signals, signing and striping, street lighting, utility work and utility coordination, NPDES, irrigation and landscaping, retaining walls, paving, and all associated construction staking.

Below is a partial list of Cities for whom we have performed Design, Construction Management and Construction Surveying services over the years:

Santa Fe Springs	Whittier	Norwalk	Pico Rivera
Montebello	Irwindale	Calabasas	West Covina
La Habra	Alhambra	Lynwood	Huntington Park
Azusa	Buena Park	Cerritos	Chino
Commerce	Downey	El-Monte	El Segundo

Comparable Examples of previous work:

We were the engineering company of choice for the Cities mentioned below. These projects are similar in scope to the subject Project. We performed all the construction surveying:

- **LIVE OAK / ARROW HIGHWAY REHABILITATION PROJECT**

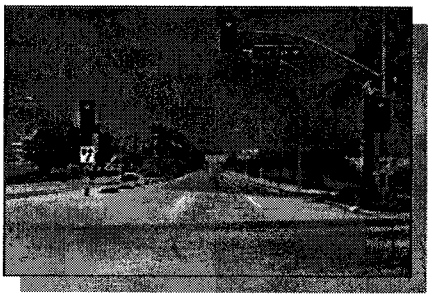

  - Overall Cost: $14,000,000.
  - 4.5 Miles Long.
  - Included Street Reconstruction and Landscaping.
  - **Caltrans ramps and bridge repair. (605 Freeway).**
  - Various types of infrastructures including Water, Sewer, Storm Drain, Signals & Lighting.
  - Completed – 2009.

- **GLADSTONE STREET REHABILITATION PROJECT**

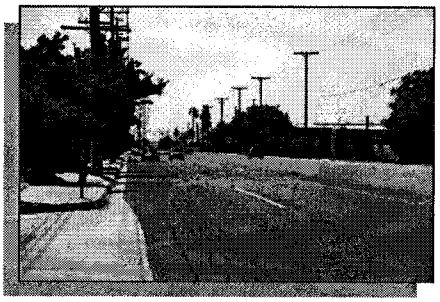

  - Overall Cost: $600,000. **(Stimulus Fund).**
  - 0.7 Miles Long.
  - Complete Reconstruction.
  - Completed – 2010.

- **KNOTT AVENUE REHABILITATION PROJECT**

  - Overall Cost: $1,950,000. **(Stimulus Fund).**
  - 1.0 Mile Long.
  - Reconstruction & Cold Milling.
  - Concrete Repairs.
  - Artificial Turf in Medians.
  - Completed – 2011.

- **LOS ANGELES ST. REHABILITATION PROJECT**

  - Cost: $1,500,000.
  - 0.7 Miles Long.
  - Complete Street Reconstruction.
  - **Caltrans Freeway Off-ramps and bridge repair.**
  - New & Modified Traffic Signals.
  - Completed – 2011.

References:

i. **City of Irwindale**

Contact:
Mr. Kwok Tam, P.E.
Public Works Director/City Engineer
(626) 430-2212
5050 North Irwindale Avenue
Irwindale, CA 91706
ktam@ci.irwindale.ca.us.

Services Provided: Construction Surveying and Design for various public works projects such as Street Rehabilitation, Street Improvement, Storm Drain, Signing & Striping, Traffic Signal, Street Lighting, NPDES, including Specifications, Construction Management & Inspection. Also, we provided public works engineering support to relieve city staff as needed.

ii. **City of Santa Fe Springs**

Contact:
Mr. Don Jensen, P.E.
Director of Public Works/ City Engineer
(562) 868-0511
11710 Telegraph Road
Santa Fe Springs, CA 90670
djensen@santafesprings.org.

Services Provided: Construction Surveying and Design for various public works projects such as Street Rehabilitation, Street Improvement, Storm Drain, Signing & Striping, Traffic Signal, Street Lighting, NPDES, including Specifications, Construction Management & Inspection. Also, we provided public works engineering support to relieve city staff as needed, especially, to cover traffic engineering.

iii. **City of Buena Park**

Contact:
Mr. Nabil Henein, P.E.
Deputy City Engineer
(714) 562-3685
P.O. Box 5009
Buena Park, CA 90622-5009
nhenein@buenapark.com.

Services Provided: Construction Surveying and Design for various public works projects such as Street Rehabilitation, Street Improvement, Storm Drain, Signing & Striping, Traffic Signal, Street Lighting, NPDES, including Specifications, Construction Management & Inspection.

E. Staffing Plan

We are committing 3 crews to be dedicated to this project. Each crew is made up of two persons, a party Chief and a Chainman. Nader Ghashghai's crew will be the primary crew deployed for the project surveying services. If additional crews are needed to satisfy the workload on any given day, then additional crews will be deployed. Each crew is self-sufficient. Each crew is furnished with a fully equipped, fully stocked survey truck. Our crews can be in three separate locations at the same time, performing separate or related tasks.

Approach:

A typical survey task is initiated in one of two ways; pre-scheduled per a project master schedule, or 24 hours in advance of the requested task by an authorized person who makes this request in writing by completing a "Request for Surveying" form. The form is received by Samir Khoury (the Project Manager) who passes it on to Steve Sarley (the Office Engineer). Steve prepares the calculations and an exhibit of the work to be done. The survey crew is prepared and deployed. When additional survey crews are needed, the protocol to follow is the same. Samir deploys the needed number of crews to the job site as necessary.

With 3 crews available to this project, enough resources are available to ensure project needs are met seamlessly and on time.

EXPERIENCE / ALLOCATION MATRIX

Survey Team	AVAILABILITY (%)	Experience (Years)	Education	Street Improvement	FWY Projects	Road Rehabilitation	Storm Drain	Open Channels	Dry Utilities	Wet Utilities	Traffic Control	On-ramps/ Off-ramps	Retaining Walls	Piles	Boundary Surveys
Samir Khoury (Project Manager)	100%	32	BS	√	√	√	√	√	√	√	√	√	√	√	√
Steve Sarley (Office Engineer)	100%	25	AA	√	√	√	√	√	√	√	√	√	√	√	√
Nader Ghashghai (Party Chief)	100%	27	BS	√	√	√	√	√	√	√	√	√	√	√	√
Karim Khoury (Party Chief)	100%	20	LBCC ITT HASP	√	√	√	√	√	√	√	√	√	√	√	√
Roger Licea (Party Chief)	100%	20	RCC LATT ITT	√	√	√	√	√	√	√	√	√	√	√	√

F. Work Plan and Schedule

Within one week of the City's Notice to Proceed, Coory Engineering will be available to meet with the City staff to initiate the Project. The meeting will establish clear lines of communications and will cover the review and revision of the project schedule and scope of work. The meeting will be used as a platform to establish general guidelines and to discuss project parameters and constraints and to obtain any additional data.

Coory Engineering will meet with City staff on a regular basis to review the cost, schedule, status and progress of the work, as well as anticipated problems and potential solutions. Coory Engineering will submit status reports on various tasks as needed to keep the City informed.

Coory Engineering shall be available for meetings with City staff, utility agencies and project contractor as needed to complete the project.

Coory Engineering will attend the preconstruction meeting and provide recommendations as necessary.

Coory Engineering will follow and adhere to the agreed-upon construction schedule. We will prepare calculations and conduct construction surveying tasks within 24 hours of notice to provide services, or at a pre-scheduled timeline within the agreed-upon working days.

G. Quality Control and Assurance

We at Coory Engineering have developed and implemented a system of checks and balances that delivers value engineering, constructability, budget control, design completeness and timely delivery.

Before kicking off a project, the project manager and surveyors are issued construction documents, plans and specifications to be fully informed and familiar with the project. Project team members are invited to an in-house project kickoff meeting. The entire team from Principal to technicians is fully informed on the project parameters, scope and schedule expectations. Items that are identified as potential problems are addressed and solutions to the problems are shared. With the combined collaborative input of the team, we are able to review, discuss, share and plan the procedures and project guidelines to be followed. We establish responsibilities and expectations for deliverables. By discussing the project and airing out solutions, we are able to identify and avoid shortfalls or conflicts.

Over the years, the track record of this system of in-house peer review speaks for itself. This system of project development has been proven to deliver timely quality and budget control.

We have a long history of delivering capital improvement projects to our clients on time and within budget. We strive on minimizing change orders to our clients. You are welcome to contact our listed references.

H. Additional Relevant Information

Our team is assembled with commitment and discipline to partner with the City of Moreno Valley and implement the subject project on time and within budget. Our staff members have superior knowledge of the ins and outs of city improvement projects and they have a long track record of successfully completing projects on time and budget.

The following is our company's organizational chart.

COMPANY'S ORGANIZATIONAL CHART

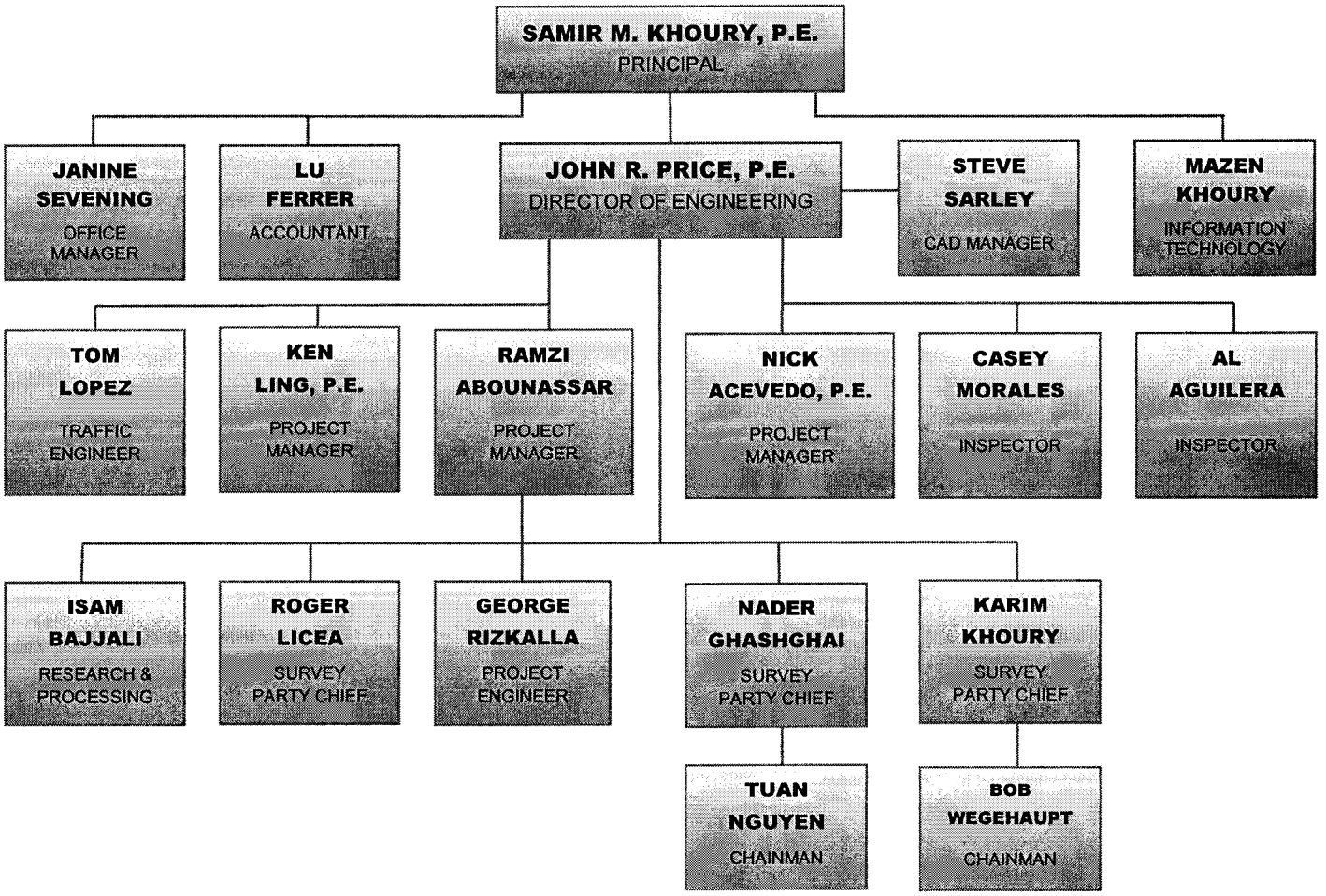

WHY COORY ENGINEERING

Coory Engineering is distinguished for the following reasons:

- Our Overhead is very low and our fees are reasonable.
- We have been in this business for many years (established in 1980). Therefore, in our 32 years of service, we have acquired allot of experience and have served all types of projects, ranging from simple to the very complex.
- Our crews are supervised by Samir Khoury who was formally educated as a surveyor and then as an engineer, acquiring RCE license No. 30567 in 1979. Samir worked in the field and in the office for over thirty years.
- Coory Engineering is a design/survey company. We also offer inspection and construction management services. Therefore, we have a strong understanding of the design message that needs to be applied in the field. This ability gives us a strong tool to quickly identify technical conflicts and the ability to offer quick solutions without delaying the job. We have a strong understanding of the various industry standards including the Green Book, LAPM, EMWD, CALTRANS, CALDOT, WATCH, ETC.
- We are punctual, fast, fully equipped and properly insured. Our errors and omissions insurance exceed City requirements.
- We respect and follow construction protocol and the chain of command.
- Coory Engineering is experienced with and accustomed in serving public agencies. We are familiar with public works. 70% of our work load is dedicated to public agencies.
- We are known for our integrity as can be verified from our numerous references.

I. Proposal Statements

1. Moreno Valley's Request for Proposal for Professional Consultant Construction Survey Services for Project No. EA 08-32301 (Account No. 797.79731) shall be incorporated in its entirety as part of Coory Engineering's Proposal to perform these services.

2. Moreno Valley's Request for Proposal for Professional Consultant Construction Survey Services for Project No. EA 08-32301 (Account No. 797.79731) and Coory Engineering's Proposal to provide these services will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by Coory Engineering and the Mayor or City Manager of Moreno Valley.

3. Coory Engineering's Services to be provided, and fees therefore, will be in accordance with the City of Moreno Valley's Request for Proposal except as otherwise specified in the Consultant's proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL", if any.

4. The Hourly Rate Schedule included in the separate sealed envelope is hereby made a part of Coory Engineering's Proposal for use in invoicing for progress payments and for extra work incurred. All extra work will require prior approval from the City of Moreno Valley.

5. No Sub-consultants are proposed at this time. It is acknowledged and understood that Coory Engineering will not be allowed to introduce or change a sub-consultant without written permission from the City of Moreno Valley.

6. All charges for Coory Engineering's services are a "Not-to-Exceed Fee" and include conservatively estimated reimbursable expenses, as submitted with and made a part of this proposal.

7. Coory Engineering will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.

8. Coory Engineering will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during or after the construction work.

9. The Hourly Rate Schedule included in the separate sealed envelope is hereby made a part of Coory Engineering's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of Moreno Valley's Request for Proposal for Professional Consultant Construction Survey Services for Project No. EA 08-32301 (Account No. 797.79731). All extra work will require prior approval from the City of Moreno Valley.

An itemized cost breakdown for the work described herein is included in a sealed envelope as part of our Proposal submittal.

10. Coory Engineering does not and will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

11. All Federal laws and regulations shall be adhered to, notwithstanding any State or local laws or regulations. In case of conflict between Federal, State or local laws or regulations, the strictest shall be adhered to.

12. Coory Engineering shall allow all authorized Federal, State, County, and City officials access to our place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.

13. Coory Engineering shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decisions" and State of California prevailing wage rates, respectively.

14. Coory Engineering shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFT 3) issued pursuant thereto, and amendments thereof.

15. Coory Engineering offers and agrees to assign to the City all right, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 13700] of Part 2 if Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parities.

16. Coory Engineering shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Coory Engineering will take all necessary and reasonable steps to make sure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is subject to solicitation (if other consultants are deemed necessary for the performance of this proposal).

17. A Completed "Disclosure of Lobbying Activities" form is included in the appendix of this proposal.

18. No Sub-consultants are proposed for this project at this time. We have 3 survey crews available for this project as needed.

J. Additions or Exceptions to the City's Request for Proposal

Coory Engineering takes no Exceptions to the provisions and conditions of the City of Moreno Valley's Request for Proposal for Professional Consultant Construction Survey Services for Project No. EA 08-32301 (Account No. 797.79731).

APPENDIX

1. Resource Allocation Matrix

2. Lobbying Disclosure Form

Note: The company Rate Schedule mentioned in city's RFP item "G", Page 4 of 12 is included in the "FEES Sealed Envelope" in order to protect the confidential nature of consultant's selection based on qualifications.

RESOURCE ALLOCATION MATRIX

Item #	Description	Project Manager	Office Engineer	2-men Survey Crew
1.	Research	4	4	-
2.	Monument Tie-Outs and Mark-ups for replacement	1	1	8
3.	Set site Control	-	-	6
4.	Meetings	60	-	20
5.	Mark Removals	1	2	8
6.	Mark Roadway Excavation	1	2	8
7.	Retaining Walls	1	2	8
8.	Staking for Piles	1	4	36
9.	Curb & Gutter	4	12	50
10.	Dykes	1	4	24
11.	Driveways	1	1	6
12.	Sidewalks, if needed	-	1	16
13.	Curb Ramps	-	2	12
14.	Local Depressions	-	2	8
15.	24" RCP - Storm Drain	1	3	24
16.	84" RCP - Storm Drain	1	1	4
16.	Pipe Culvert	1	1	4
17.	Water Lines	1	2	12
18.	Staking for Paving	3	8	40
19.	Chain Link Fence	1	2	12
20.	Guard Rail	1	2	14
21.	Beam Barrier	-	1	2
22.	Cable Railing	-	1	4
23.	Concrete Barrier	-	1	3
24.	Ramp Metering	-	1	4
25.	Staking for Signals and Lighting	1	2	16
26.	Staking for Sign Locations	1	2	16
27.	Miscellaneous Staking	2	8	40
28.	Re-Staking Due to Damaged Stakes	2	4	20
	Totals	**90**	**76**	**425**

Not Applicable (No lobbying activities)

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**3. Report Type:** a. initial filing _____ b. material change

4. Name and Address of Reporting Entity: ____ Prime _____ Subawardee Tier_____, if Known: **Congressional District, if known:**	**5. If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District, if known:**
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
7. **Federal Action Number,** *if known:*	**9. Award Amount,** *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** Samir M. Khoury **Title:** Principal **Telephone No.:** (714) 202-8700 **Date:** August 1, 2012
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

COORY ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING

Ms. Margery Lazarus, PE
Senior Engineer
Capital Projects Division
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

September 6, 2012

Subject: **Construction Survey Services**
SR-60 / Moreno Beach Drive
Phase 1 Improvements Project
Moreno Valley, CA

Dear Ms. Lazarus:

Thank you for discussing the subject project with me in regards to the details of the required services.

In accordance with our discussion, attached, please find our updated fee schedule.

We are looking forward to serving the City of Moreno Valley.

Sincerely,

Samir M. Khoury

Samir M. Khoury, PE
President, Coory Engineering

1718 N. Neville Street, Orange, CA 92865
TEL: (714) 202-8700 FAX: (714) 202-8701

FEE SCHEDULE

Item #	Description	Project Manager $180/Hr.	Office Engineer $125/Hr.	2-men Survey Crew $215/Hr.	Amount
1.	Research	2 Hrs	3 Hrs	0 Hrs	$735.00
2.	Monument Tie-Outs and Mark-ups for replacement	1	1	6	1,595.00
3.	Set site Control	0	0	6	1,290.00
4.	Meetings	8	0	0	1,440.00
5.	Mark Removals	1	2	8	2,150.00
6.	Mark Roadway Excavation	1	2	8	2,150.00
7.	Retaining Walls	1	2	8	2,150.00
8.	Moreno Beach, Eucalyptus, Ramps and Auxiliary Lane Alignments and curbs	4	12	90	21,570.00
9.	Dykes	1	4	16	4,120.00
10.	Driveways	1	1	6	1,595.00
11.	Curb Ramps	0	2	12	2,830.00
12.	24" RCP - Storm Drain	1	3	18	4,425.00
13.	84" RCP - Storm Drain	1	1	4	1,165.00
14.	Pipe Culvert	1	1	4	1,165.00
15.	Water Lines / Utilities	1	2	20	4,730.00
16.	Staking for Rough Grading & Fine Grading / Roadways	3	8	30	7,990.00
17.	Staking for R/W - Chain- Link Fence	1	2	12	3,010.00
18.	Guard Rail	1	2	14	3,440.00
19.	Beam Barrier	0	1	2	555.00
20.	Concrete Barrier	0	1	3	770.00
21.	Staking for Sign Locations	1	2	16	3,870.00
22.	Miscellaneous Staking	2	6	30	7,560.00
23.	Re-Staking Due to Damaged Stakes	-	-	20	4,300.00
24.	Reimbursables	-	-	-	7,000.00
	Totals	**32 Hrs.**	**58 Hrs.**	**333 Hrs.**	**$91,605.00**
				SUB-TOTAL NOT TO EXCEED	**$91,605.00**
				Additional Services Only as Authorized by the City	**9,200.00**
				TOTAL NOT TO EXCEED	**$100,805.00**

Coory Engineering

By: *Samir M. Khoury*

Samir M. Khoury, PE

Note: The following company's rate schedule shall be used for invoicing for progress payments and for extra work incurred. All extra work will require prior City approval.

COORY ENGINEERING

CIVIL ENGINEERING & LAND SURVEYING

COMPANY'S RATE SCHEDULE

Professional Consultant
Construction Surveying Services
For Project EA 08-32301
SR-60 / MORENO BEACH DRIVE - PHASE 1 IMPROVEMENTS PROJECT
Project Account No. 797.79731

- **OFFICE:**

PRINCIPAL ENGINEER (Samir M. Khoury, Project Manager):	$180.00/HR
OFFICE ENGINEER (Steve Sarley, Office Engineer / Staking Calculations):	125.00

- **SURVEYING:**

1-MAN PARTY: (Nader Ghashghai, Party Chief):	$125.00/HR
2-MEN PARTY: (Any of our 3 survey crews):	215.00

Coory Engineering

By: *Samir M. Khoury*

Samir M. Khoury, PE

1718 N. Neville Street, Orange, CA 92865

TEL: (714) 202-8700 FAX: (714) 202-8701

CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT "C"

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed $100,805.

2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml

3. The Consultant shall notify the City in writing ten (10) days in advance of incurring costs at the following milestones: 50%, 75%, and 90% of expended budget. The City will monitor Consultant's expenditure levels in comparison to the physical construction work completed, and if progress is satisfactory in the judgment of the City, City will provide written authorization to proceed to the next milestone. City reserves the right to adjust staffing levels and personnel as appropriate. Consultant shall not change any personnel or subconsultants without prior authorization by the City.

4. The Consultant will submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the

City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at zara@moval.org or calls directed to (951) 413-3131.

5. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall/forms.shtml#bf

6. The minimum information required on all invoices is:

   A. Vendor Name, Mailing Address, and Phone Number
   B. Invoice Date
   C. Vendor Invoice Number
   D. City Purchase Order Number
   E. City-provided Reference Number (e.g. Project, Activity)
   F. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

7. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

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MV00179027

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: September 28, 2012

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of September 5-18, 2012.

Reports on Reimbursable Activities September 5-18, 2012		
Council Member	Date	Meeting
William H. Batey II		None
Marcelo Co	9/5/12 – 9/7/12	League of California Cities Annual Conference
Robin N. Hastings		None
Jesse L. Molina	9/5/12 – 9/7/12	League of California Cities Annual Conference
Richard A. Stewart		None

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00179029

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: September 25, 2012

TITLE: BIENNIAL UPDATE ON PUBLIC RIGHT OF WAY ACCESS AMERICANS WITH DISABILITIES ACT TRANSITION PLAN

RECOMMENDED ACTION

Staff recommends that the City Council receive and file this Biennial Update on Public Right of Way Access Americans with Disabilities Act Transition Plan.

BACKGROUND

The City's "Americans with Disabilities Act Transition Plan" (ADATP) approved by Council on January 10, 1995, created a plan to bring public buildings, facilities, and access infrastructure into ADA compliance. This included ADA compliance within the public right of way as was required at the time. Since the original ADATP was approved, changes in the law require a more comprehensive approach to public right of way ADA compliance. City staff drafted the Public Right of Way Access Americans with Disabilities Act Transition Plan (PROWADATP) focusing on infrastructure compliance within the public right of way only and presented it to the City Council at its Study Session meeting on August 17, 2010. City Council approved the plan and passed Resolution No. 2010-81 to approve and adopt said plan on September 14, 2010. The PROWADATP serves as an extension of the original 1995 ADATP. Resolution No. 2010-81 requires staff to update the City Council biennially on the progress of the PROWADATP.

DISCUSSION

The PROWADATP requires self-evaluation of the City's infrastructure ADA compliance and accommodation within the public right of way. The PROWADATP adopted the ADA Accessibility Guidelines (ADAAG) for infrastructure compliance within the public right of way which includes but is not limited to sidewalks, curbs, gutters, ramps, access to public transit facilities (bus stops), and traffic signals.

Due to the magnitude of the work effort, staff uses a three phased approach to determine initial priority classification of the infrastructure needs.

- Phase One: Review and prioritize accommodation requests from persons with disabilities.
- Phase Two: Evaluate existing infrastructure and creates a citywide priority database.
- Phase Three: Evaluate the new curb ramp and sidewalk infill where no infrastructure currently exists.

The prioritization is further refined by a location-based 5-Tier system. Tier 1 includes locations nearest to bus stops and routes. Tier 2 includes locations fronting public facilities. Tier 3 locations are adjacent to privately-owned public accommodations. Tier 4 locations do not fall into any other Tiers but are within 50 feet of a existing sidewalk network. Tier 5 locations do not fall into any other Tiers and are greater than 50 feet from an existing sidewalk network.

A 100-point system based on pedestrian safety, use, missing infrastructure, accessibility, vehicle volume and speeds, pedestrian volume and alternative access routing for an ADA total compliance is also used in refining the prioritization.

City staff identified over 3,630 intersections as part of the PROWADATP self evaluation process within Tiers 1 through 5 as a focused priority work effort. Based on the public feedback, monitoring, and inventory process established by the PROWADATP, staff has assessed the following:

- Tier 1: Completed 202 inventoried intersections (approximately 628 corners)
- Tier 2: Completed 382 inventoried intersections (approximately 1,190 corners) with 243 intersections remaining to be inventoried
- Tiers 3, 4, and 5: 2,803 intersections to be inventoried

During Fiscal Year 2012/2013, staff will continue to build the City's ADA compliance database.

As a separate parallel effort, City staff constructed 182 ramps which included five (5) ADA funded project locations (18 intersection corners) in Fiscal Years 2010/20111 and 2011/2012. Approximately 18,000 square feet of infill sidewalk has also been

constructed. Staff anticipates completing an additional five (5) intersections (14 intersection corners) in Fiscal Year 2012-2013. Those locations are:

- Blueberry and John F. Kennedy Drive
- Edgemont Street and Eucalyptus Avenue
- Heacock Street and Bay Avenue
- Heacock Street and Dracaea Avenue
- Kochi and Eucalyptus Avenue

Staff encourages public feedback and recommendations by interested parties such as persons with disabilities and/or organizations representing persons with disabilities. Since the PROWADATP approval, City staff has held Advisory Committee Meetings on June 13, 2011 and August 29, 2012 as well as a Public Outreach Meeting on July 31, 2012. The public was notified and invited to these meetings. The City has established an ADA website where the public can access information on the City's ADA activities and link to other local, state and federal sites. The website also links viewers to the City's PROWADATP and the complaint/grievance form with instruction for processing. The City will continue to improve its outreach efforts with the disabled community.

FISCAL IMPACT

The PROWADATP establishes a dedicated annual program called the Annual ADA Compliance Curb Ramp Upgrades that allocates $200,000 per fiscal year to address ADA compliance issues. The annual funding comes from Gas Tax (Fund 2000) monies and is restricted to transportation related improvements and activities within the public right of way and cannot be used for other purposes. As an aggregate, in Fiscal Years 2010/2011 and 2011/2012, the City spent approximately $353,000 of Gas Tax monies, $142,000 of SB 821 Funds and $1.25 million of other various CIP Funds on ramp and sidewalk construction. The CIP Funds included Measure A (Fund 2001), Safe Routes to School (SR2S) Grant monies, Community Development Block Grant (CDBG) monies (Fund 2512), 2005 Lease Revenue Bonds (Fund 3401), DIF Arterial Streets (Fund 3301), and TUMF Capital Projects (Fund 3003).

CITY COUNCIL GOALS

ADVOCACY:
Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives and goals to appropriate external governments, agencies and corporations.

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community and provide protection for citizens who live, work, and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS:
Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, and neighborhood restoration.

SUMMARY

Resolution 2010-81 provides for a biennial update of the PROWADATP efforts and to City Council.

ATTACHMENTS

None

Prepared By:
Guy Pegan, P.E.
Senior Engineer

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

MINUTES - REGULAR MEETING OF SEPTEMBER 11, 2012
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00179035

MINUTES - REGULAR MEETING OF AUGUST 28, 2012
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00179037

MINUTES - REGULAR MEETING OF AUGUST 28, 2012
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00179039

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: September 25, 2012

TITLE: A PUBLIC HEARING REGARDING PA08-0033 (GENERAL PLAN AMENDMENT), PA08-0034 (CHANGE OF ZONE) AND PA08-0035 (CUP) FOR A SMOG INSPECTION STATION AND TIRE SALES COMMERCIAL BUSINESS AT 22184 ALESSANDRO BOULEVARD. THE PROPOSED GENERAL PLAN AMENDMENT WILL CHANGE THE LAND USE DESIGNATION OF A 0.54 ACRE PORTION OF A PARCEL LOCATED AT 22184 ALESSANDRO BOULEVARD FROM RESIDENTIAL/OFFICE (R/O) TO COMMERCIAL (C). THE CHANGE OF ZONE WILL CHANGE THE ZONING OF THE PARCEL FROM OFFICE COMMERCIAL (OC) TO COMMUNITY COMMERCIAL (CC). THE APPLICANT IS SOCRATES URENA.

RECOMMENDED ACTION

Staff recommends that the City Council conduct a public hearing for General Plan Amendment PA08-0033, Change of Zone PA08-0034 and Conditional Use Permit PA08-0035 and subsequent to the public hearing:

1. ADOPT a Negative Declaration for PA08-0033 (General Plan Amendment), PA08-0034 (Change of Zone) and PA08-0035 (Conditional Use Permit) in that this project will not result in significant environmental impacts);

2. ADOPT City Council Resolution No. 2012-75 thereby APPROVING General Plan Amendment PA08-0033, based on the findings in the City Council Resolution;

3. INTRODUCE Ordinance No. 854 thereby APPROVING Zone Change PA08-0034, based on the findings in the City Council Ordinance; and

4. ADOPT City Council Resolution No. 2012-76 thereby APPROVING Conditional Use Permit PA08-0035 for a Smog Inspection Station and Tire Sales commercial business at 22184 Alessandro Boulevard, based on the findings in the Resolution, and the conditions of approval as attached to the resolution as Exhibit A.

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Planning Commission at its May 10, 2012, meeting approved Planning Commission Resolution No. 2012-09 by a 7-0 vote, recommending that the City Council adopt a Negative Declaration for PA08-0033 (General Plan Amendment), PA08-0034 (Change of Zone) and PA08-0035 (Conditional Use Permit) in that this project will not result in significant environmental impacts and approve PA08-0033 (General Plan Amendment), PA08-0034 (Change of Zone) and PA08-0035 (Conditional Use Permit).

BACKGROUND

The proposed project requires a Conditional Use Permit (CUP) for a Smog Inspection Station and Tire Sales business (minor auto repair). The smog aspect of the business is as a "testing center" only, no engine repairs are to be conducted on site. The existing residential structure will be converted into the main office. The building's facade will be modified to emphasize the main business entrance and to eliminate the two doors on the east side of the building. The front windows will be reduced by one and repositioned in order to make the structure more commercial in appearance. The garage will be used as service bays for the smog inspection testing as well as tire service. The proposed project will provide onsite parking for 10 vehicles and have a security gate.

The project requires the front 1/3 of the parcel's zoning to be changed from Office Commercial (OC) to Community Commercial (CC). The rest of the parcel will remain in the Residential 10 (R10) zoning district. Approximately .54 acres of the 1.46 acre site will be rezoned to CC and approximately .92 acres will remain R10.

The project site is surrounded by a mix of land uses including Residential/Office (R/O) to the north, east and west of the parcel. There is some Residential 5 (R5) to the northeast of the project site. The neighboring parcels along the front of Alessandro Boulevard are Commercial (C) with Business Park (BP) to the south (across the street along Alessandro Boulevard).

The project site is presently the only Office/Commercial (OC) parcel in the surrounding neighborhood. The Residential zoning is a mix of Residential 15 (R15), Residential 10 (R10) and Residential 5 (R5). Along Alessandro Boulevard from the Old 215 Frontage Road east to Elsworth Street the zoning is Commercial (CC).

The project is located on the edge of the Edgemont neighborhood. The majority of the structures within this area are older single and small multiple-family residences. The project site has an existing older single-family residence with a separate garage structure that currently is vacant located in the front 1/3 of the parcel. The remaining 2/3 of the parcel is currently vacant.

There was a previous approved application (PA03-0037) for the same business that expired, requiring a new application to be submitted. The project was approved back in October 2003 when the site was zoned Community Commercial (CC). During the 2006 General Plan Update, the parcel was rezoned to Office/Commercial (OC). This appears to have been done in recognition of the split zoning on the property and the potential incompatibility of general commercial and residential uses on the same parcel. To avoid potential conflicts, the conditions of approval require a parcel split prior to any residential development of the northerly residential portion of the parcel.

DISCUSSION

The General Plan Amendment, Zone Change and Conditional Use Permit applications were submitted in April 2008. The major issue with this project was a lack of fire flow water pressure on site, as the parcel is located within the Box Springs Mutual Water Company (BSMWC) service area. The applicant worked with both the BSMWS and Eastern Municipal Water District to meet the Fire Prevention's development requirements. The applicant also installed a fire hydrant onsite, which was reviewed and accepted by the Fire Prevention Division.

Public notice was sent to all property owners of record within 300' of the project for the May 10, 2012, Planning Commission meeting. The public hearing notice for this project was also posted on the project site and published in the Press Enterprise on April 19, 2012. Prior to the public hearing, staff had received two phone calls in response to the noticing for this project. The calls were positive towards the project. No members of the public were present at the May 10, 2012, Planning Commission meeting.

The environmental impacts of the proposed change have been considered as part of the review of the project and have been determined to be less than significant. It has been determined that the impacts of the proposed Change of Zone would be essentially the same as the existing zoning. Impacts in the area of traffic, and related areas such as potential for noise would also be comparable under the current General Plan designation.

An Initial Study has been completed for the proposed project. Based upon the Initial Study, a determination has been made that the proposed project will not result in the potential for significant impacts to the environment. Therefore, the adoption of a Negative Declaration is recommended.

ALTERNATIVES

1. Adopt a Negative Declaration for PA08-0033 (General Plan Amendment), PA08-0034 (Change of Zone) and PA08-0035 (Conditional Use Permit) in that this project will not result in significant environmental impacts); **and** adopt City Council Resolution No. 2012-75 thereby approving General Plan Amendment PA08-0033, based on the findings in the City Council Resolution; **and** introduce Ordinance No. 854 thereby approving Zone Change PA08-0034, based on the findings in the City Council Ordinance; **and** adopt City Council Resolution No. 2012-76 thereby approving Conditional Use Permit PA08-0035 for a Smog Inspection Station and Tire Sales commercial business at 22184 Alessandro Boulevard, based on the findings in the Resolution, and the conditions of approval as attached to the resolution as Exhibit A. **Staff recommends this alternative.**

2. Do not adopt a Negative Declaration for PA08-0033 (General Plan Amendment), PA08-0034 (Change of Zone) and PA08-0035 (Conditional Use Permit) in that this project will not result in significant environmental impacts); **and** do not adopt City Council Resolution No. 2012-75 thereby approving General Plan Amendment PA08-0033, based on the findings in the City Council Resolution; **and** do not introduce Ordinance No. 854 thereby approving Zone Change PA08-0034, based on the findings in the City Council Ordinance; **and** do not ADOPT City Council Resolution No. 2012-76 thereby approving Conditional Use Permit PA08-0035 for a Smog Inspection Station and Tire Sales commercial business at 22184 Alessandro Boulevard, based on the findings in the Resolution, and the conditions of approval as attached to the resolution as Exhibit A. **Staff does not recommend this alternative**.

FISCAL IMPACT

Not applicable.

SUMMARY

The proposed Smog Inspection Station and Tire Sales commercial business requires both a General Plan Amendment and Change of Zone for approval of the Conditional Use Permit. The proposed General Plan Amendment will change the land use designation of a 0.54 acre portion of a parcel located at 22184 Alessandro Boulevard (Assessor's Parcel Number 291-190-025) from Residential/Office (R/O) to Commercial (C). The Change of Zone will change the zoning of the parcel from Office Commercial (OC) to Community Commercial (CC).

NOTIFICATION

A display notice was published in the newspaper and a public notice was posted onsite (one along each frontage – Alessandro Boulevard and Sherman Avenue). Notices were also sent to adjacent property owners within 300 feet of the project.

As of the date of report preparation, staff had received no public inquiries in response to the noticing for the City Council public hearing for this project.

ATTACHMENTS/EXHIBITS

1. Public Hearing Notice
2. Resolution for General Plan Amendment PA08-0033 (Resolution 2012-75)
3. Ordinance for Change of Zone PA08-0034 (Ordinance No.854)
4. Resolution for Conditional Use Permit PA08-0035 (Resolution 2012-76)
5. Planning Commission Staff Report dated May 10, 2012 (excluding exhibits)
6. Planning Commission Minutes for May 10, 2012
7. Negative Declaration
8. Initial Study
9. Aerial Photograph of Project Site
10. General Plan Amendment (Land Use) Map
11. Change of Zone (Zoning) Map
12. Site Plan
13. Conceptual Grading Plan
14. Office Elevations
15. Garage Elevations

Prepared By:
Claudia Manrique
Associate Planner

Department Head Approval:
Barry Foster
Community & Economic Development Director

Concurred By:
John C. Terell, AICP
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00179045

Notice of PUBLIC HEARING

This may affect your property. Please read.

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Moreno Valley on the following item(s):

CASE(S): PA08-0033 (General Plan Amendment)
PA08-0034 (Change of Zone)
PA08-0035 (Conditional Use Permit)

APPLICANT/OWNER: Socrates Urena

REPRESENTATIVE: Socrates Urena

LOCATION: 22184 Alessandro Boulevard

PROPOSAL: A Conditional Use Permit (CUP) for a Smog Inspection Station and Tire Sales commercial business in an existing structure. The CUP requires a General Plan Amendment from Residential/Office (R/O) to Commercial (C) and Change of Zone from Office Commercial (OC) to Community Commercial (CC).

ENVIRONMENTAL DETERMINATION: Negative Declaration

COUNCIL DISTRICT: 5

STAFF RECOMMENDATION: Approval

Any person interested in any listed proposal can contact the Community & Economic Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday), or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The City Council, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing.

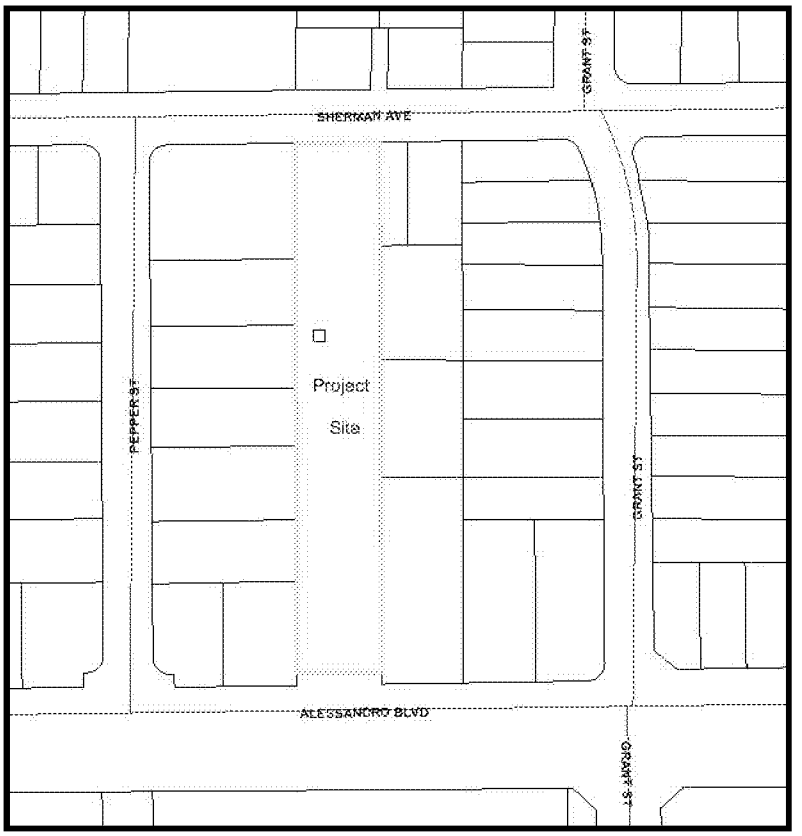

LOCATION N ↑

CITY COUNCIL HEARING

City Council Chamber, City Hall
14177 Frederick Street
Moreno Valley, Calif. 92553

DATE AND TIME: September 25, 2012 at 6:30 PM

CONTACT PLANNER: Claudia Manrique

PHONE: (951) 413-3225

ATTACHMENT 1

Item No. E.1

MV00179046

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MV00179047

RESOLUTION NO. 2012-75

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING AN AMENDMENT TO THE GENERAL PLAN LAND USE ELEMENT (PA08-0033) TO CHANGE THE LAND USE DESIGNATION OF A 0.54 ACRE PORTION OF A PARCEL LOCATED AT 22184 ALESSANDRO BOULEVARD (PORTION OF ASSESSOR'S PARCEL NUMBER 291-190-025) FROM RESIDENTIAL/OFFICE (R/O) TO COMMERCIAL (C).

WHEREAS, the applicant, Socrates Urena, has filed an application for approval of PA08-0033, requesting an amendment to the General Plan Land Use. The requested amendment to the Land Use Element changes approximately 0.54 of an acre of Residential/Office (R/O) land use to Commercial (C) as described in the title of this resolution and the attached Exhibit A. This General Plan Amendment is being processed concurrently with a Zone Change (PA08-0034).

WHEREAS, there is hereby imposed on the associated development projects certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances;

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that the associated development projects are subject to certain fees, dedications, reservations and other exactions as provided herein;

WHEREAS, an environmental assessment, including an Environmental Initial Study, has been prepared to address the environmental impacts associated with application PA08-0033 as described above and a Negative Declaration has been adopted pursuant to the California Environmental Quality Act (CEQA), as there is no evidence that the proposed General Plan Amendment, and related development applications, as designed and conditioned, will have a significant effect on public health or be materially injurious to surrounding properties or the environment as a whole.

WHEREAS, on May 10, 2012, the Planning Commission of the City of Moreno Valley held a meeting to consider a General Plan Amendment (PA08-0033). At said meeting, the Planning Commission recommended approval of General Plan Amendment PA08-0033 to the City Council, and;

WHEREAS, on September 25, 2012, the City Council of the City of Moreno Valley held a public hearing to consider the consider the subject General Plan Amendment;

ATTACHMENT 2

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred;

WHEREAS, all of the facts set forth in this Resolution are true and correct.

BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, HEREBY FINDS AS FOLLOWS WITH RESPECT TO PA08-0033:

Based upon substantial evidence presented during the above-referenced public hearing, including written and oral staff reports, and the record from the public hearing, the City Council hereby finds that:

1. Conformance with General Plan Policies – The proposed general plan amendment is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The project includes two applications, a General Plan Amendment and Zone Change to change the existing land use for 22184 Alessandro Boulevard (Assessor's Parcel Number 291-190-025). The project site current land use designation is Residential/Office (R/O). This project proposes to change the General Plan and Zoning designation from Residential/Office (R/O) to Commercial (C). There a development application associated with the proposed land use change. The Conditional Use Permit PA08-0035 proposes a Smog Inspection Station and Tire Sales commercial business. Commercial zoning would permit such a development.

   Since the proposed General Plan Amendment is compatible in intensity with the current General Plan, the project would not conflict with the goals, objectives, policies or programs of the General Plan.

2. Health, Safety and Welfare – The proposed general plan amendment will not be detrimental to the public health, safety or welfare.

   FACT: The proposed General Plan Amendment will not adversely affect the public health, safety or general welfare. An initial study of the potential environmental impacts of the amendment has been conducted in accordance with the provisions of the California Environmental Quality Act (CEQA). A Negative Declaration has been considered and prepared, as there is no evidence that the proposed land use change will have a significant affect on public

health or be materially injurious to surrounding properties or the environment as a whole.

BE IT FURTHER RESOLVED that the City Council of the City of Moreno Valley HEREBY APPROVES Resolution No. 2012-_____ approving PA08-0033, thereby establishing General Plan Land Use as described in the Resolution, and the revised General Plan map attached to the Resolution as Exhibit A .

APPROVED AND ADOPTED this 25th day of September 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of September, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

GENERAL PLAN AMENDMENT

Application No. PA08-0033
RESOLUTION NO. 2012-

Assessor's Parcel Number 291-190-025
(Southern end of parcel – approximately 0.54 acres)

ADOPTED: 9-25-12

EFFECTIVE: 10-25-12

N

LEGEND

From R/O to: **C**

EXHIBIT A

Item No. E.1

MV00179052

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MV00179053

ORDINANCE NO. 854

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA08-0034 (ZONE CHANGE) TO CHANGE THE LAND USE DISTRICT FOR APPROXIMATELY 0.54 ACRES OF 22184 ALESSANDRO BOULEVARD (PORTION OF ASSESSOR PARCEL NUMBER 291-190-025) FROM OFFICE COMMERCIAL (OC) TO COMMUNITY COMMERCIAL (CC).

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1:

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 Page 81 of the City of Moreno Valley Official Zoning Atlas shall be modified to reflect the Zone Change (PA08-0034).

1.4. An Initial Study has been completed for PA08-0034 (Zone Change). Based upon the Initial Study, a determination has been made that, as designed and conditioned, this project will not result in the potential for significant impacts to the environment. Therefore, adoption of a Negative Declaration is appropriate.

SECTION 2: FINDINGS

2.1 With respect to the proposed change to page 81 of the City of Moreno Valley Official Zoning Atlas, and based upon substantial evidence presented to the City Council during the public hearing on September 25, 2012, including written and oral staff reports, and the record from the public hearing, the City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The project includes three applications, a General Plan Amendment, Change of Zone and Conditional Use Permit to change the existing land use for 0.54 acres Assessor's Parcel Number 291-190-025 (southern end closest to Alessandro Boulevard) and approve a Smog Inspection Station and Tire Sales commercial business. The project site current land use designation is Office Commercial.

ATTACHMENT 3

This project proposes to change the General Plan from Residential/Office (R/O) to Commercial (C) and the Zoning designation from Office Commercial (OC) to Community Commercial (CC). There is a development application (CUP PA08-0035) associated with the proposed land use change for a Smog Inspection Station and Tire Sales commercial business. The proposed zoning would permit such a development.

Since the proposed General Plan Amendment, as well as the Change of Zone, is compatible in intensity with the current General Plan, the project would not conflict with the goals, objectives, policies or programs of the General Plan.

2. Conformance with Specific Plan Policies – The proposed use is consistent with any applicable Specific Plan.

FACT: The project site is not within a specific plan area.

3. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

FACT: The proposed General Plan Amendment will not adversely affect the public health, safety or general welfare. An initial study of the potential environmental impacts of the amendment has been conducted in accordance with the provisions of the California Environmental Quality Act (CEQA). A Negative Declaration has been considered and prepared, as there is no evidence that the proposed land use change will have a significant affect on public health or be materially injurious to surrounding properties or the environment as a whole.

4. Conformance with Title 9 – The proposed amendment to change the zoning atlas is consistent with the purposes and intent of Title 9.

FACT: The applicant has met the City's Municipal Code and other regulations to change the zone. As proposed, the zone change from Office Commercial (OC) to Community Commercial (CC) is consistent with the purposes and intent of Title 9.

SECTION 3: ZONE CHANGE

3.1 Based on the findings contained in Section 2 of this Ordinance, the City Council hereby adopts a Zone Change to change to the zoning districts from Office Commercial (OC) to Community Commercial (CC) for the approximately 0.54 acres located at 22184 Alessandro Boulevard, subject to the revised zoning designations depicted in the attached Exhibit A.

SECTION 4: EFFECT OF ENACTMENT

4.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5: NOTICE OF ADOPTION

5.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6: EFFECTIVE DATE

6.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 9th day of October, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on September 25, 2012 and had its second reading on October 9, 2012, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 9th day of October, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

CHANGE OF ZONE

Application No. PA08-0034
ADOPTED BY ORDINANCE NO.

Assessor's Parcel Number 291-190-025
(Southern end of parcel – approximately 0.54 acres)

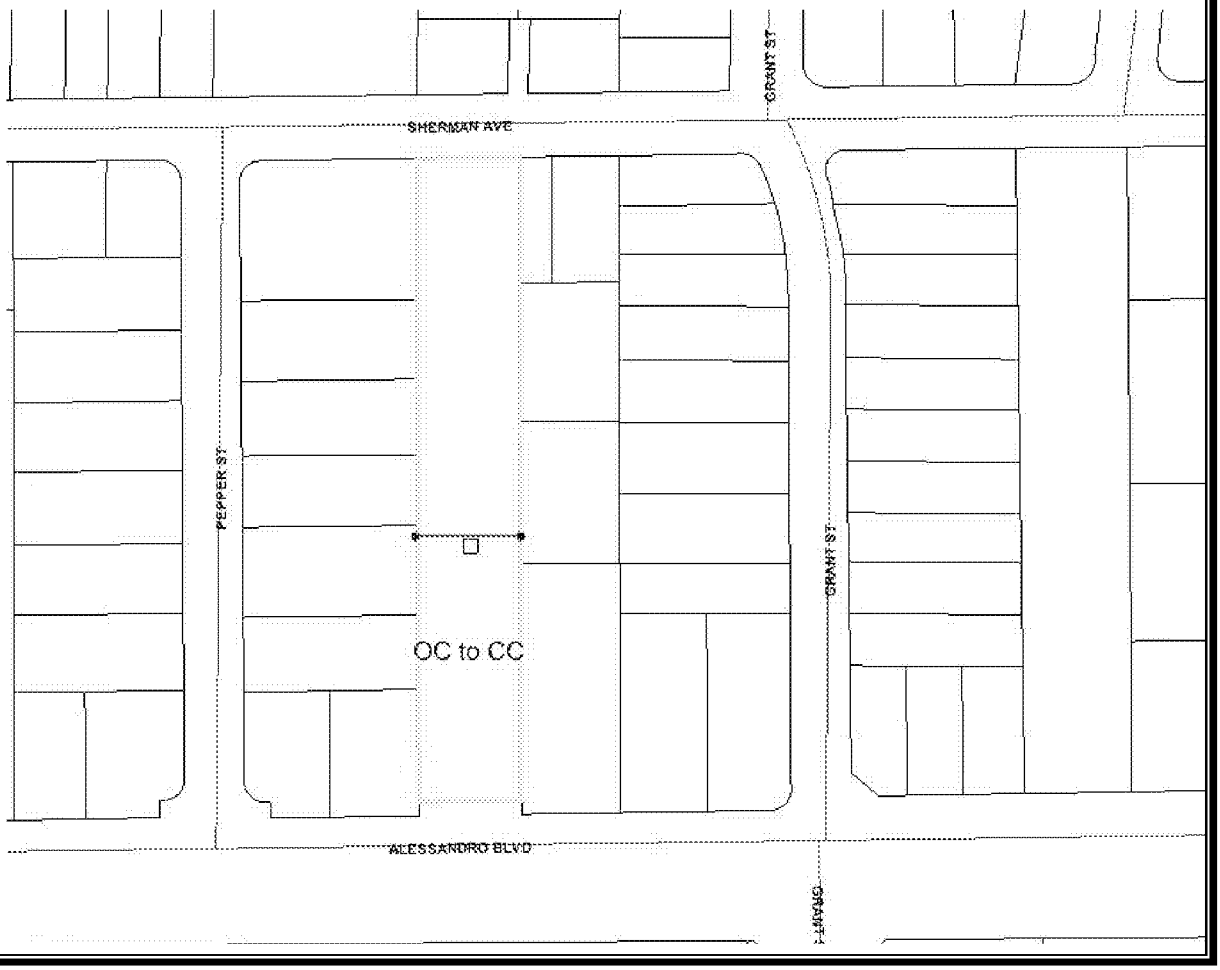

ADOPTED: 10-09-12

EFFECTIVE: 11-06-12

N

LEGEND

From OC to: **CC**

EXHIBIT A

Item No. E.1

MV00179058

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MV00179059

RESOLUTION NO. 2012-76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (PA08-0035) FOR THE CONVERSION OF AN EXISTING SINGLE FAMILY RESIDENCE INTO SMOG INSPECTION STATION AND TIRE SALES COMMERCIAL BUSINESS AT 22184 ALESSANDRO BOULEVARD (APN: 291-190-025).

WHEREAS, the applicant, Socrates Urena, has filed applications for the approval of PA08-0035 (Conditional Use Permit) for a Smog Inspection Station and Tire Sales commercial business at 22184 Alessandro Boulevard, as described in the title of this Resolution. This conditional use permit is being processed concurrently with a General Plan Amendment (PA08-0033) and Change of Zone (PA08-0034).

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that this project(s) is subject to certain fees, dedications, reservations and other exactions as provided herein.

WHEREAS, there is hereby imposed on the subject development project(s) certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances;

WHEREAS, an environmental assessment, including an initial study, has been prepared to address the environmental impacts associated with applications PA08-0033, PA08-0034 and PA08-0035 described above and environmental determinations have been adopted pursuant to the California Environmental Quality Act (CEQA).

WHEREAS, a public hearing was held before the Planning Commission on May 10, 2012, regarding the General Plan Amendment, Change of Zone and Conditional Use Permit. The Planning Commission recommended that the City Council approve and adopt negative declarations for this project.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred;

WHEREAS, all of the facts set forth in this Resolution are true and correct.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS WITH RESPECT TO PA08-0035:

ATTACHMENT 4

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this City Council during the above-referenced meeting on September 25, 2012, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.

FACT: The proposal for the a Smog Inspection Station and Tire Sales commercial business at 22184 Alessandro Boulevard will be consistent with the General Plan, its goals, objectives, policies and programs with the approval of PA08-0033.

2. Conformance with Zoning Regulations – The proposed use complies with all applicable zoning and other regulations.

FACT: The proposed project site is located in an "OC" Office Commercial land use district. However, an application for a Change of Zone from OC (Office Commercial) to CC (Community Commercial), is being processed concurrently with this proposal (PA08-0034) and therefore, the proposed project would be in compliance with the applicable regulations.

3. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

FACT: The proposed project would not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the surrounding. An Environmental Initial Study was prepared in accordance with the Guidelines of the California Environmental Quality Act (CEQA) concluded that this project would not have a negative impact on public health, safety or welfare or improvements in the vicinity.

4. Location, Design and Operation – The location, design and operation of the proposed project will be compatible with existing and planned land uses in the vicinity.

FACT: With the approval of the proposed General Plan Amendment and Change of Zone requests, the proposed use would be in conformance with the existing surrounding land uses. The location, design and operation will also be consistent with the other existing commercial and mixed uses in the immediate vicinity.

BE IT FURTHER RESOLVED THAT THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY APPROVE CONDITIONAL USE PERMIT (PA08-0035), SUBJECT TO THE ATTACHED CONDITIONS OF APPROVAL INCLUDED AS EXHIBIT A.

APPROVED AND ADOPTED this 25th day of September 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-76 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of September, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL
PA08-0035 - CONDITIONAL USE PERMIT
APN: 291-190-025

APPROVAL DATE: **May 10, 2012**
EXPIRATION DATE: **May 10, 2015**

_X__ Planning (P), including School District (S), Post Office (PO), Building (B)
_X__ Fire Prevention Bureau (F)
_X__ Public Works, Land Development (LD)
_X__ Public Works, Special Districts (SD)
_X__ Public Works – Transportation Engineering (TE)

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Planning Division

For questions regarding any Planning condition of approval, please contact the Planning Division at (951) 413-3206.

GENERAL CONDITIONS

P1. This approval shall expire three years after the approval date of this project unless used or extended as provided for by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever. Use means the beginning of substantial construction contemplated by this approval within the three-year period, which is thereafter pursued to completion, or the beginning of substantial utilization contemplated by this approval. (MC 9.02.230)

P2. In the event the use hereby permitted ceases operation for a period of one (1) year or more, or as defined in the current Municipal Code, this permit may be revoked in accordance with provisions of the Municipal Code. (MC 9.02.260)

EXHIBIT A

Timing Mechanisms for Conditions (see abbreviation at beginning of affected condition):

R - Map Recordation	GP - Grading Permits	CO - Certificate of Occupancy or building final
WP - Water Improvement Plans	BP - Building Permits	P - Any permit

Governing Document (see abbreviation at the end of the affected condition):

GP - General Plan	MC - Municipal Code	CEQA - California Environmental Quality Act
Ord - Ordinance	DG - Design Guidelines	Ldscp - Landscape Development Guidelines and Specs
Res - Resolution	UFC - Uniform Fire Code	UBC - Uniform Building Code
	SBM - Subdivision M	

P3. The site shall be developed in accordance with the approved plans on file in the Community & Economic Development Department - Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the Planning Official. (MC 9.14.020)

P4. The developer, or the developer's successor-in-interest, shall be responsible for maintaining any undeveloped portion of the site in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)

P5. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)

P6. Any signs indicated on the submitted plans are not included with this approval. Any signs**, whether permanent (e.g. wall, monument) or temporary (e.g. banner, flag),** proposed for this development shall be designed in conformance with the sign provisions of the Development Code or approved sign program, if applicable, and shall require separate application and approval by the Planning Division. **No signs are permitted in the public right of way.** (MC 9.12)

P7. (GP) All site plans, grading plans, landscape and irrigation plans, fence/wall plans, lighting plans and street improvement plans shall be coordinated for consistency with this approval.

Special Conditions

P8. **The site at 22184 Alessandro Boulevard has been approved for a Smog Inspection Station and Tire Sales commercial business. A change or modification shall require separate approval. For a Conditional Use Permit, violation may result in revocation in the case of a Conditional Use Permit.**

Prior to Issuance of Grading Permits

P9. (GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community & Economic Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and

all affected Native American Tribes before any further work commences in the affected area.

If human remains are discovered**, no further disturbance shall occur until** the County Coroner **has made necessary findings as to origin**. If **the County Coroner** determine**s** that the remains are potentially Native American, the California Native American Heritage Commission **shall be contacted within a reasonable timeframe to identify the "most likely descendant." The "most likely descendant" shall then make recommendations, and engage in consultations concerning the treatment of the remains (California Public Resources Code 5097.98).** (GP Objective 23.3, CEQA).

P10. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephens' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)

P11. (GP) Prior to approval of any grading permit, the developer shall submit for review and approval of a tree plan to the Planning Division. The plan shall identify all mature trees (4 inch trunk diameter or larger) on the subject property and City right-of-way. Using the grading plan as a base, the plan shall indicate trees to be relocated, retained, and removed. Replacement trees shall be shown on the plan, be a minimum size of 24 inch box, and meet a ratio of three replacement trees for each mature tree removed or as approved by the **Planning Official**. (GP Objective 4.4, 4.5, DG)

P12. **(GP) Prior to approval of any grading permits, final median enhancement/landscape/irrigation plans shall be submitted to the Planning Division, and Public Works Department – Special Districts for review and approval by each division. (GP - Circulation Master Plan) Timing of installation shall be determined by PW- Special Districts.**

P13. **(GP) Prior to approval of any grading permit~~s~~, plans for any security gate system shall be submitted to the Planning Division for review and approval.**

P14. **(GP) Decorative pedestrian pathways across circulation aisles/paths shall be provided throughout the development to connect dwellings with open spaces and/or recreational uses or commercial/industrial buildings with open space and/or parking. and/or the public right-of-way. The pathways shall be shown on the precise grading plan. (GP Objective 46.8, DG)**

P15. **(GP) Prior to the issuance of building permits, the site plan shall show decorative concrete pavers for all driveway ingress/egress locations of the project.**

P16. **(GP) Prior to issuance of grading permits, the developer shall submit wall/fence plans to the Planning Division for review and approval as follows:**

A. Walls and fences for visual screening are required when there are adjacent residential uses or residentially zone property. The height, placement and design will be based on a site specific review of the project. All walls are subject to the approval of the Planning Official. (DC 9.08.070)
B. Show location and elevations of the trash enclosure.
C. Landscaping on three sides of the trash enclosure.

PRIOR TO BUILDING PERMITS

39. (BP) Prior to issuance of building permits, the Planning Division shall review and approve the location and method of enclosure or screening of transformer cabinets, commercial gas meters and back flow preventers as shown on the final working drawings. Location and screening shall comply with the following criteria: transformer cabinets and commercial gas meters shall not be located within required setbacks and shall be screened from public view either by architectural treatment or landscaping; multiple electrical meters shall be fully enclosed and incorporated into the overall architectural design of the building(s); back-flow preventers shall be screened by landscaping. (GP Objective 43.30, DG)

40. (BP) Prior to issuance of building permits, screening details shall be addressed on plans for roof top equipment and trash enclosures submitted for Planning Division review and approval. All equipment shall be completely screened so as not to be visible from public view, and the screening shall be an integral part of the building. For trash enclosures, landscaping shall be included on at least three sides. The trash enclosure, including any roofing, shall be compatible with the architecture for the building(s). (GP Objective 43.6, DG)

41. (BP) Prior to issuance of building permits, two copies of a detailed, on-site, computer generated, point-by-point comparison lighting plan, including exterior building, parking lot, and landscaping lighting, shall be submitted to the Planning Division for review and approval. The lighting plan shall be generated on the plot plan and shall be integrated with the final landscape plan. The plan shall indicate the manufacturer's specifications for light fixtures used and shall include style, illumination, location, height and method of shielding. The lighting shall be designed in such a manner so that it does not exceed 0.5 foot candles illumination beyond at the property line. The lighting level for all parking lots or structures shall be a minimum coverage of one foot-candle of light with a maximum of eight foot-candles. After the third plan check review for lighting plans, an additional plan check fee will apply. (MC 9.08.100, DG)

42. (BP) Prior to issuance of building permits, the developer or developer's successor-in-interest shall pay all applicable impact fees, including but not limited to Transportation Uniform Mitigation fees (TUMF), Multi-species Habitat Conservation Plan (MSHCP) mitigation fees, and the City's adopted Development Impact Fees. (Ord)

43. (BP) Prior to issuance of building permits, for multi-family projects that will be phased, a phasing plan submitted to the Planning Division will be required if occupancy is proposed to be phased.

44. **(BP) Prior to issuance of any building permits, final landscaping and irrigation plans shall be submitted for review and approved by the Planning Division. After the third plan check review for landscape plans, an additional plan check fee shall apply. The plans shall be prepared in accordance with the City's Landscape Standards and shall include:**

    A. Finger and end planters with required step outs and curbing shall be provided every 12 parking stalls as well as at the terminus of each aisle.
    B. Diamond planters shall be provided every 3 parking stalls.
    C. Drought tolerant landscape shall be used. Sod shall be limited to gathering areas.
    D. Street trees shall be provided every 40 feet on center in the right of way.
    E. On-site trees shall be planted at an equivalent of one (1) tree per thirty (30) linear feet of the perimeter of a parking lot and per thirty linear feet of a building dimension for the portions of the building visible from a parking lot or right of way. Trees may be massed for pleasing aesthetic effects.
    F. Enhanced landscaping shall be provided at all driveway entries and street corner locations
    G. The review of all utility boxes, transformers etc. shall be coordinated to provide adequate screening from public view.
    H. Landscaping on three sides of the trash enclosure.
    I. All site perimeter and parking lot landscape and irrigation shall be installed prior to the release of certificate of any occupancy permits for the site or pad in question (master plot plan).

45. (BP) Prior to the issuance of building permits, the site plan shall include landscape for trash enclosures to include landscape on three sides, while elevation plans for trash enclosures shall be provided that include decorative enhancements such as an enclosed roof and other decorative features that are consistent with the architecture of the proposed buildings on the site, subject to the approval of the Planning Division.

46. (BP) Prior to the issuance of building permits, the plot plan shall include decorative concrete pavers for all driveway ingress/egress locations for the project.

PRIOR TO CERTIFICATE OF OCCUPANCY

50. (CO) Prior to issuance of Certificates of Occupancy or building final, the required landscaping and irrigation shall be installed. (DC 9.03.040)

51. (CO) Prior to the issuance of Certificates of Occupancy or building final, all required and proposed fences and walls shall be constructed according to the approved plans on file in the Planning Division. (MC 9.080.070).

52. **(BP/CO) Prior to issuance of Certificate of Occupancy or building final, installed landscaping and irrigation shall be inspected by the Planning Division. All on-site and common area landscaping shall be installed in accordance with the City's Landscape Standards and the approved project landscape plans and all site clean-up shall be completed.**

Building and Safety Division

B1. The above project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as city ordinances. All new projects shall provide a soils report as well. Plans shall be submitted to the Building and Safety Division as a separate submittal. The 2010 edition of the California Codes became effective for all permits issued after January 1, 2011.

COMMERCIAL, INDUSTRIAL, MULTI-FAMILY PROJECTS INCLUDING CONDOMINIUMS, TOWNHOMES, DUPLEXES AND TRIPLEX BUILDINGS REQUIRE THE FOLLOWING.

B2. Prior to final inspection, all plans will be placed on a CD Rom for reference and verification. Plans will include "as built" plans, revisions and changes. The CD will also include Title 24 energy calculations, structural calculations and all other pertinent information. It will be the responsibility of the developer and or the building or property owner(s) to bear all costs required for this process. The CD will be presented to the Building and Safety Division for review prior to final inspection and building occupancy. The CD will become the property of the Moreno Valley Building and Safety Division at that time. In addition, a site plan showing the path of travel from public right of way and building to building access with elevations will be required.

B3. (BP) Prior to the issuance of a building permit, the applicant shall submit a properly completed "Waste Management Plan" (WMP), as required, to the Compliance Official (Building Official) as a portion of the building or demolition permit process.

SCHOOL DISTRICT

S1. (BP) Prior to issuance of building permits, the developer shall provide to the Community Development Director a written certification by the affected school district that either: (1) the project has complied with the fee or other exaction levied on the project by the governing board of the district, pursuant to Government Code Section 65996; or (2) the fee or other requirement does not apply to the project.

UNITED STATES POSTAL SERVICE

PO1. (BP) Prior to the issuance of building permits, the developer shall contact the U.S. Postal Service to determine the appropriate type and location of mailboxes.

POLICE DEPARTMENT

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects

Standard Conditions

PD1. Prior to the start of any construction, temporary security fencing shall be erected. The fencing shall be a minimum of six (6) feet high with locking, gated access and shall remain through the duration of construction. Security fencing is required if there is: construction, unsecured structures, unenclosed storage of materials and/or equipment, and/or the condition of the site constitutes a public hazard as determined by the Public Works Department. If security fencing is required, it shall remain in place until the project is completed or the above conditions no longer exist. (DC 9.08.080)

PD2. (GP) Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the following:

a. The name (if applicable) and address of the development.

b. The developer's name, address, and a 24-hour emergency telephone number. (DC 9.08.080)

PD3. (CO) Prior to the issuance of a Certificate of Occupancy, an Emergency Contact information Form for the project shall be completed at the permit counter of the Community and Economic Development Department - Building Division for routing to the Police Department. (DC 9.08.080)

PD4. Addresses needs to be in plain view visible from the street and visible at night. It needs to have a backlight, so the address will reflect at night or a lighted address will be sufficient.

PD5. All exterior doors in the rear and the front of the buildings need an address or suite number on them.

PD6. All rear exterior doors should have an overhead low sodium light or a light comparable to the same.

PD7. The exterior of the building should have high-pressure sodium lights and or Metal halide lights installed and strategically placed throughout the exterior of the building. The parking lots should have adequate lighting to insure a safe environment for customers and or employees.

PD8. All landscape cover should not exceed over 3' from the ground in the parking lot.

PD9. Bushes that are near the exterior of the building should not exceed 4' and should not be planted directly in front of the buildings or walkways.

PD10. Trees, which exceed 20', should have a 7' visibility from the ground to the bottom half of the tree. This is so that patrons or employees can view the whole parking lot while parking their vehicles in the parking lot.

PD11. Cash registers shall be placed near the front entrance of the store.

PD12. Window coverings shall comply with the city ordinance.

PD13. No loitering signs shall be posted in plain view throughout the building.

PD14. A monument address is to be located in front of the main entrance.

PD15. Landscape screening is to be located no closer than six feet from the covered parking spaces.

FIRE PREVENTION BUREAU

1. Fire lane shall meet conditions F6, F7, F8, AND F9.
2. The following Standard Conditions shall apply.

With respect to the conditions of approval, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.

F2. The Fire Prevention Bureau is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering 1500 GPM for 2 hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 508.3, Appendix B and MVMC 8.36.100 Section D).

F3. Industrial, Commercial, Multi-family, Apartment, Condominium, Townhouse or Mobile Home Parks. A combination of on-site and off-site super fire hydrants (6" x 4" x 2 ½") and super enhanced fire hydrants (6" x 4" x 4" x 2 ½") shall not be closer than 40 feet and more than 150 feet from any portion of the building as measured along approved emergency vehicular travel ways. The required fire flow shall be available from any adjacent fire hydrant(s) in the system. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, super or enhanced fire hydrants as determined by the fire code official shall be provided at spacing not to exceed 500 feet of frontage for transportation hazards. (CFC 508.5.7 & MVMC 8.36.050 Section O and 8.36.100 Section E)

F4. During phased construction, dead end roadways and streets which have not been completed shall have a turn-around capable of accommodating fire apparatus. (CFC 503.1 and 503.2.5)

F5. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)

F6. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)

F7. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less the twenty–four (24) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches. (CFC 503.2.1.1 and MVMC 8.36.050)

F8. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.050)

F9. If construction is phased, each phase shall provide an approved emergency vehicular access way for fire protection prior to any building construction. (CFC 501.4 and MVMC 8.36.050 Section A)

F10. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3 and MVMC 8.36.050)

F11. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5 and MVMC 8.36.050)

F12. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)

F13. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Fire Prevention Bureau for review. Plans shall:

a) Be signed by a registered civil engineer or a certified fire protection engineer;
b) Contain a Fire Prevention Bureau approval signature block; and
c) Conform to hydrant type, location, spacing of new and existing hydrants and minimum fire flow required as determined by the Fire Prevention Bureau.

After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.

Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 508.1 and MVMC 8.36.100)

F14. Prior to issuance of Certificate of Occupancy or Building Final, "Blue Reflective Markers" shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 510.1)

F15. Prior to issuance of Certificate of Occupancy or Building Final, all commercial buildings shall display street numbers in a prominent location on the street side and rear access locations. The numerals shall be a minimum of twelve (12) inches in height for buildings and six (6) inches in height for suite identification on a contrasting background. Unobstructed lighting of the address(s) shall be by means approved by the Fire Prevention Bureau and Police Department. In multiple suite centers (strip malls), businesses shall post the name of the business on the rear door(s). (CFC 505.1)

F16. Prior to issuance of a Certificate of Occupancy or Building Final, a "Knox Box Rapid Entry System" shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Chief. The Knox-Box shall be supervised by the alarm system and all exterior security emergency access gates shall be electronically operated and be provided with Knox key switches for access by emergency personnel. (CFC 506.1)

F17. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall be responsible for obtaining underground and/or above ground tank permits for the storage of combustible liquids, flammable liquids, or any other hazardous materials from both the County of Riverside Community Health Agency Department of Environmental Health and the Fire Prevention Bureau. (CFC 3401.4 and 2701.5)

F18. Prior to issuance of Certificate of Occupancy, approval shall be required from the County of Riverside Community Health Agency (Department of Environmental Health) and Moreno Valley Fire Prevention Bureau to maintain, store, use, handle materials, or conduct processes which produce conditions hazardous to life or

property, and to install equipment used in connection with such activities. (CFC 2701.5)

F19. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.

F20. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503.2.7 and MVMC 8.36.050 Section I)

F21. Prior to construction, "private" driveways over 150 feet in length shall have a turn-around as determined by the Fire Prevention Bureau capable of accommodating fire apparatus. Driveway grades shall not exceed 12 percent. (CFC 503 and MVMC 8.36.050)

F22. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.

F23. A permit is required to maintain, store, use or handle materials, or to conduct processes which produce conditions hazardous to life or property, or to install equipment used in connection with such activities. Such permits shall not be construed as authority to violate, cancel or set aside any of the provisions of this code. Such permit shall not take the place of any license required by law. Applications for permits shall be made to the Fire Prevention Bureau in such form and detail as prescribed by the Bureau. Applications for permits shall be accompanied by such plans as required by the Bureau. Permits shall be kept on the premises designated therein at all times and shall be posted in a conspicuous location on the premises or shall be kept on the premises in a location designated by the Fire Chief. Permits shall be subject to inspection at all times by an officer of the fire department or other persons authorized by the Fire Chief in accordance with Appendix Chapter 1 and MVMC 8.36.100.

F24. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14)

F25. Prior to issuance of Certificate of Occupancy, permits are required to store, dispense, use or handle hazardous material. Each application for a permit shall include a hazardous materials management plan (HMMP). The location of the HMMP shall be posted adjacent to (other) permits when an HMMP is provided. The HMMP shall include a facility site plan designating the following:

a) Storage and use areas;
b) Maximum amount of each material stored or used in each area;
c) Range of container sizes;
d) Locations of emergency isolation and mitigation valves and devises;
e) Product conveying piping containing liquids or gases, other than utility-owned fuel gas lines and low-pressure fuel gas lines;
f) On and off positions of valves for valves which are of the self-indicating type;
g) Storage plan showing the intended storage arrangement, including the location and dimensions of aisles. The plans shall be legible and approximately to scale. Separate distribution systems are allowed to be shown on separate pages; and
h) Site plan showing all adjacent/neighboring structures and use.

NOTE: Each application for a permit shall include a hazardous materials inventory statement (HMIS).

F26. Before a Hazardous Materials permit is issued, the Fire Chief shall inspect and approve the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used. In instances where laws or regulations are enforceable by departments other than the Fire Prevention Bureau, joint approval shall be obtained from all departments concerned. (CFC Appendix H)

F27. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 106)

F28. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to

its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 106)

F29. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 104)

F30. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.7)

F31. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Appendix Chapter 1)

F32. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)

F33. Prior to Certificate of Occupancy all locations where medians are constructed and prohibit vehicular ingress/egress into or away from the site, provisions must be made to construct a median-crossover at all locations determined by the Fire Marshal and the City Engineer. Prior to the construction, design plans will be submitted for review and approval by the City Engineer and all applicable inspections conducted by Land Development Division.

F34. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
CONDITIONS OF APPROVAL
PA08-0035 Conditional Use Permit for Smog Inspection Station and Tire Sales
APN 291-190-025

Note: All Special Conditions are in **Bold** lettering and follow the standard conditions.

PUBLIC WORKS DEPARTMENT – LAND DEVELOPMENT DIVISION

The following are the Public Works Department – Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Public Works Department – Land Development Division.

General Conditions

LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City's Municipal Code (MC).

LD2. (G) If the project does not involve the subdivision of land and it is necessary to dedicate right-of-way/easements, the developer shall make the appropriate offer of dedication by separate instrument. The City Engineer may require the construction of necessary utilities, streets or other improvements beyond the project boundary, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public.

LD3. (G) It is understood that the conditional use permit correctly shows all existing easements, traveled ways, and drainage courses, and that their omission may require the map or plans associated with this application to be resubmitted for further consideration. (MC 9.14.040)

LD4. (G) If improvements associated with this project are not initiated within two years of the date of approval of the Public Improvement Agreement, the City Engineer may require that the improvement cost estimate associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the Public Improvement Agreement or issuance of a permit.

LD5. (G) The developer shall monitor, supervise and control all construction and construction supportive activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:

(a) Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.

(b) Observance of working hours as stipulated on permits issued by the Public Works Department.

(c) The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.

(d) All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements shall be adhered to during the grading operations.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

LD6. (G) A detailed drainage study shall be submitted to the City Engineer for review and approval at the time of any improvement or grading plan submittal. The study shall be prepared by a registered civil engineer and shall include existing and proposed hydrologic conditions. Hydraulic calculations are required for all drainage control devices and storm drain lines. (MC 9.14.110). Prior to approval of the related improvement or grading plans, the developer shall submit the approved drainage study, on compact disk, in (.pdf) digital format to the Land Development Division of the Public Works Department.

LD7. (G) The final conditions of approval issued by the Planning Division subsequent to Planning Commission approval shall be photographically or electronically placed on mylar sheets and included in the Grading and Street Improvement plan sets on twenty-four (24) inch by thirty-six (36) inch mylar and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field during grading and construction.

Prior to Grading Plan Approval or Grading Permit

LD8. (GPA) Prior to approval of the grading plans, plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD9. (GPA) Prior to approval of grading plans, the developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:

a. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the City Engineer, lot lines shall be located at the top of slopes.

b. Any grading that creates cut or fill slopes adjacent to the street shall provide erosion control, sight distance control, and slope easements as approved by the City Engineer.

c. A grading permit shall be obtained from the Public Works Department Land Development Division prior to commencement of any grading outside of the City maintained road right-of-way.

d. All improvement plans are substantially complete and appropriate clearance and at-risk letters are provided to the City. (MC 9.14.030)

e. The developer shall submit a soils and geologic report to the Public Works Department – Land Development Division. The report shall address the soil's stability and geological conditions of the site.

LD10. (GPA) Prior to approval of the grading plans for projects that will result in discharges of storm water associated with construction with a soil disturbance of one or more acres of land, the developer shall submit a Notice of Intent (NOI) and obtain a Waste Discharger's Identification number (WDID#) from the State Water Quality Control Board (SWQCB). The WDID# shall be noted on the grading plans prior to issuance of the first grading permit.

LD11. (GPA) Prior to grading plan approval, the developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the state's Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at the project site and be available for review upon request. The SWPPP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format.

LD12. (GPA) Prior to the approval of the grading plans, the developer shall pay applicable remaining grading plan check fees.

LD13. (GPA/MA) Prior to the later of either grading plan or final map approval, resolution of all drainage issues shall be as approved by the City Engineer.

LD14. (GP) Prior to issuance of a grading permit, if the fee has not already been paid prior to map approval or prior to issuance of a building permit if a grading permit is not required, the developer shall pay Area Drainage Plan (ADP) fees. The developer shall provide a receipt to the City showing that ADP fees have been paid to Riverside County Flood Control and Water Conservation District. (MC 9.14.100)

LD15. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the completion of the grading required as a condition of approval of the project.

LD16. (GP) Prior to issuance of a grading permit, the developer shall pay the applicable grading inspection fees.

<u>Prior to Improvement Plan Approval or Construction Permit</u>

LD17. (IPA) Prior to approval of the improvement plans, the improvement plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD18. (IPA) Prior to approval of the improvement plans, the developer shall submit clearances from all applicable agencies, and pay all outstanding plan check fees. (MC 9.14.210)

LD19. (IPA) All public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer in order for the Public Improvement Agreement and accompanying security to be executed.

LD20. (IPA) Prior to approval of the improvement plans, securities and a public improvement agreement shall be required to be submitted and executed as a guarantee of the completion of the improvements required as a condition of approval of the project.

LD21. (IPA) The street improvement plans shall comply with all applicable City standards.

LD22. (IPA) Prior to approval of the improvement plans, the plans shall indicate any restrictions on trench repair pavement cuts to reflect the City's moratorium on disturbing newly-constructed pavement less than three years old and recently slurry sealed streets less than one year old. Pavement cuts for trench repairs may be allowed for emergency repairs or as specifically approved in writing by the City Engineer.

LD23. (CP) All work performed within the City right-of-way requires a construction permit. As determined by the City Engineer, security may be required for work within the right-of-way. Security shall be in the form of a cash deposit or other approved means. The City Engineer may require the execution of a public improvement agreement as a condition of the issuance of the construction permit. All inspection fees shall be paid prior to issuance of construction permit. (MC 9.14.100)

LD24. (CP) Prior to issuance of a construction permit, all public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer.

LD25. (CP) Prior to issuance of construction permits, the developer shall pay all applicable inspection fees.

Prior to Building Permit

LD26. (BP) Prior to issuance of building permits for non-subdivision projects, all street dedications shall be irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer. All dedications shall be free of all encumbrances as approved by the City Engineer.

LD27. (BP) Prior to issuance of building permits for non-subdivisions, security shall be required to be submitted as a guarantee of the completion of the improvements required as a condition of approval of the project. A public improvement agreement will be required to be executed.

LD28. (BP) Prior to issuance of a building permit, this project is subject to requirements under the current permit for storm water activities required as part of the National Pollutant Discharge Elimination System **(NPDES)** as mandated by the Federal Clean Water Act. In compliance with Proposition 218, the developer shall agree to approve the City of Moreno Valley NPDES Regulatory Rate Schedule that is in place at the time of permit issuance. Following are the requirements:

a. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required continuous operation, maintenance, monitoring system evaluations and enhancements, remediation and/or replacement, all in accordance with Resolution No. 2002-46.
   i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process; or
   ii. Establish an endowment to cover future City costs as specified in the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule.

b. Notify the Special Districts Division of the intent to obtain a building permit 90 days prior to the City's issuance of a building permit and the financial option selected. (California Government Code & Municipal Code)

LD29. (BP) Prior to issuance of a building permit, all pads shall meet pad elevations per approved plans as noted by the setting of "Blue-top" markers installed by a registered land surveyor or licensed engineer.

~~Prior to Certificate of Occupancy~~

LD30. (CO) Prior to issuance of the last certificate of occupancy or building final, the developer shall pay all outstanding fees.

LD31. (CO) The City of Moreno Valley has an adopted Development Impact Fee (DIF) nexus study. All projects unless otherwise exempted shall be subject to the payment of the DIF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD32. (CO) The City of Moreno Valley has an adopted area wide Transportation Uniform Mitigation Fee (TUMF). All projects unless otherwise exempted shall be subject to the payment of the TUMF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD33. (CO) Prior to issuance of a certificate of occupancy or building final, the developer shall construct all public improvements in conformance with applicable City standards, except as noted in the Special Conditions, including but not limited to the following applicable improvements:

a. Street improvements including, but not limited to: pavement, base, curb and/or gutter, sidewalks, drive approaches, signing, striping, under sidewalk drains, landscaping and irrigation, pavement tapers/transitions and traffic control devices as appropriate.

b. Storm drain facilities including, but not limited to: open channel ("u" channel), undersidewalk drain.

c. Sewer and water systems including, but not limited to: sanitary sewer, potable water and recycled water.

d. Under grounding of existing and proposed utility lines less than 115,000 volts.

LD34. (CO) Prior to issuance of a certificate of occupancy or building final, all existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Moreno Valley ordinances. (MC 9.14.130)

LD35. (CO) Prior to issuance of a certificate of occupancy or building final for any Commercial/Industrial facility, whichever occurs first, the owner may have to secure coverage under the State's General Industrial Activities Storm Water Permit as issued by the State Water Resources Control Board.

SPECIAL CONDITIONS

LD36. Prior to grading plan approval, the following shall be shown on the plans and dedications made, via separate instrument and submitted to the City for review and approval: A 4-foot pedestrian right-of-way dedication behind any driveway approach per City Standard 118C, on Alessandro Boulevard and Sherman Avenue, along the project frontage.

LD37. Prior to grading plan approval, the grading plans shall show any proposed trash enclosure as dual bin; one bin for trash and one bin for recyclables. The trash enclosure shall be per City Standard Plan 627.

LD38. Prior to grading plan approval, the grading plans shall clearly show that the parking lot conforms to City standards. The parking lot shall be 5% maximum, 1% minimum, 2% maximum at or near any disabled parking stall and travel way. Ramps, curb openings and travel paths shall all conform to current ADA standards as outlined in Department of Justice's "ADA Standards for Accessible Design", Excerpt from 28 CFR Part 36. (www.usdoj.gov) and as approved by the City's Building and Safety Division.

LD39. Prior to grading plan approval, the plans shall clearly show that the developer has made every attempt to treat runoff, prior to the runoff reaching the treatment control Best Management Practice(s) (BMPs), via maximum use of site design and source control BMPs.

LD40. Prior to grading plan approval, the plans shall show a 24-foot wide fire lane to be constructed per City Standard No. 108E.

LD41. Prior to issuance of a building permit, the offer of dedication for the four-foot additional right-of-way at the proposed driveway approaches per City Standard No. 118C shall be recorded at the Riverside County Recorder's Office.

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL
Case No: PA08-0035
(CUP for a Smog Inspection Station and Tire Sales)
APN: 291-190-025
09.29.11 Revised

PUBLIC WORKS DEPARTMENT

Special Districts Division

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Special Districts' Conditions of Approval for project **PA08-0035**; this project shall be completed at no cost to any Government Agency. All questions regarding Special Districts' Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Special Districts Division of the Public Works Department 951.413.3480. The applicant is fully responsible for communicating with each designated Special Districts staff member regarding their conditions.

General Conditions

SD-1 The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks & Community Services). All assessable parcels therein shall be subject to the annual Zone A charge for operations and capital improvements.

SD-2 Any damage to existing landscape areas maintained by the Moreno Valley Community Services District due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the Moreno Valley Community Services District.

Prior to Building Permit Issuance

SD-3 (BP) This project has been identified to be included in the formation of a Community Facilities District (Mello-Roos) for **Public Safety** services, including but not limited to Police, Fire Protection, Paramedic Services, Park Rangers, and Animal Control services. The property owner(s) shall not

protest the formation; however, they retain the right to object to the rate and method of maximum special tax. In compliance with Proposition 218, the developer shall agree to approve the mail ballot proceeding (special election) for either formation of the CFD or annexation into an existing district that may already be established. The Developer must notify Special Districts of intent to request building permits 90 days prior to their issuance. (California Government Code)

SD-4 (BP) This project is conditioned to provide a funding source for the capital improvements and/or maintenance for the **existing Alessandro Blvd.** median landscape. In order for the Developer to meet the financial responsibility to maintain the defined service, one of the following options shall be selected:

a. Participate in the mail ballot proceeding in compliance with Proposition 218, for Moreno Valley Community Services District **Zone M** (Commercial, Industrial and Multifamily Improved Median Maintenance), and pay all associated costs with the ballot process; or
b. Establish an endowment to cover the future maintenance costs of the landscaped area.

The developer must notify Special Districts of intent to request building permits 90 days prior to their issuance and the financial option selected to fund the continued maintenance.

SD-5 *Commercial* (BP) If Land Development, a Division of the Public Works Department, requires this project to supply a funding source necessary to provide, but not limited to, stormwater utilities services for the monitoring of on site facilities and performing annual inspections of the affected areas to ensure compliance with state mandated stormwater regulations, the developer must notify Special Districts 90 days prior to the City's issuance of a building permit and the financial option selected to fund the continued maintenance. (California Government Code)

SD-6 (BP) Prior to release of building permit, the developer, or the developer's successors or assignees, shall record with the County Recorder's Office a **Declaration of Covenant and Acknowledgement of Assessments** for each assessable parcel therein, whereby the developer covenants and acknowledges the existence of the Moreno Valley Community Services District, its established benefit zones, and that said parcel(s) is (are) liable for payment of annual benefit zone charges and the appropriate National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate

schedule when due. A copy of the recorded Declaration of Covenant and Acknowledgement of Assessments shall be submitted to the Special Districts Division. For a copy of the Declaration of Covenant and Acknowledgement of the Assessments form, please contact Special Districts, phone 951.413.3480.

CITY OF MORENO VALLEY

CONDITIONS OF APPROVAL
PA08-0033/0034/0035

GPA, Change of Zone, and CUP for smog inspection station and tire sales located at 22184 Alessandro Boulevard.

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

Transportation Engineering Division – Conditions of Approval

Based on the information contained in our standard review process we recommend the following conditions of approval be placed on this project:

GENERAL CONDITIONS

TE1. Alessandro Boulevard is classified as a Divided Major Arterial (134'RW/110'CC). Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility.

TE2. Conditions of approval may be modified if project is phased or altered from any approved plans.

PRIOR TO IMPROVEMENT PLAN APPROVAL OR CONSTRUCTION PERMIT

TE3. The driveways shall conform to Section 9.11.080, and Table 9.11.080-14 of the City's Development Code - Design Guidelines and shall be Commercial type per City of Moreno Valley Standard No. 118C.

TE4. Sight distance at driveways and on streets shall conform to City of Moreno Valley Standard No. 125 A, B, C at the time of preparation of final grading, landscape, and street improvements.

TE5. Prior to issuance of a construction permit, traffic control plans prepared by a qualified, Registered Civil or Traffic engineer may be required.

PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY

TE6. (CO) Prior to issuance of a certificate of occupancy, all approved signing and striping shall be installed per current City Standards and the approved plans.

PLANNING COMMISSION
STAFF REPORT

Case(s):	PA08-0033 (General Plan Amendment) PA08-0034 (Change of Zone) PA08-0035 (CUP)
Date:	May 10, 2012
Applicant:	Socrates Urena
Representative:	Socrates Urena
Location:	22184 Alessandro Boulevard
Proposal:	A Conditional Use Permit (CUP) for a Smog Inspection Station and Tire Sales commercial business, which requires a General Plan Amendment and Change of Zone.
Council District:	5
Recommendation:	Approval

SUMMARY

The proposed Smog Inspection Station and Tire Sales commercial business requires both a General Plan Amendment and Change of Zone for approval of the Conditional Use Permit. The proposed General Plan Amendment will change the land use designation of a 0.54 acre portion of a parcel located at 22184 Alessandro Boulevard (Assessor's Parcel Number 291-190-025) from Residential/Office (R/O) to Commercial (C). The Change of Zone will change the zoning of the parcel from Office Commercial (OC) to Community Commercial (CC).

ATTACHMENT 5

Project

The proposed project requires a Conditional Use Permit (CUP) for a Smog Inspection Station and Tire Sales business. The smog aspect of the business is as a "testing center" only, no auto repairs are to be conducted on site. The existing residential structure will be converted into the main office. The building's facade will be modified to emphasize the main business entrance and to eliminate the two doors on the east side of the building. The front windows will be reduced by one and repositioned in order to make the structure more commercial in appearance. The garage will be used as service bays for the smog inspection testing as well as tire service. The proposed project will provide onsite parking for 10 vehicles and have a security gate.

The project requires the front 1/3 of the parcel's zoning to be changed from Office Commercial (OC) to Community Commercial (CC). The rest of the parcel will remain in the Residential 10 (R10) zoning district. Approximately .54 acres of the 1.46 acre site will be rezoned to CC and approximately .92 acres will remain R10.

There was a previous approved application (PA03-0037) for the same business that expired, requiring a new application to be submitted. The project was approved back in October 2003 when the site was zoned Community Commercial (CC). During the 2006 General Plan Update, the parcel was rezoned to Office/Commercial (OC). This appears to have been done in recognition of the split zoning on the property and the potential incompatibility of general commercial and residential uses on the same parcel. To avoid potential conflicts, the conditions of approval require a parcel split prior to any residential development of the northerly residential portion of the parcel.

Land Use Change

The existing General Plan designation for the project site is Residential/Office (R/O). The applicant proposes a change from the Residential/Office (R/O) designation to Commercial (C) under the General Plan. The project requires the front 1/3 of the parcel's zoning to be changed from Office Commercial (OC) to Community Commercial (CC). The rest of the parcel will remain in the Residential 10 (R10) zoning district. Approximately .54 acres of the 1.46 acre site will be rezoned to CC and approximately .92 acres will remain R10. If the General Plan Amendment and Change of Zone are approved, the CUP for the Smog Inspection Station and Tire Sales business can be approved as well.

Based upon the information presented above, the proposed change in land use is compatible with existing land uses and would not conflict with the goals, objectives, policies or programs of the General Plan.

Site

The project site is surrounded by mixed group of land uses including Residential/Office (R/O) to the north, east and west of the parcel. There is some Residential 5 (R5) to the northeast of the project site. The neighboring parcels along the front of Alessandro Boulevard are Commercial (C) with Business Park (BP) to the south (across the street along Alessandro Boulevard).

As far as zoning, the project site is the only Office/Commercial (OC) parcel in the surrounding neighborhood. The Residential zoning is a mix of Residential 10 (R10) and Residential 15 (R15) with some Residential 5 (R5). Along Alessandro Boulevard from the Old 215 Frontage Road east to Elsworth Street is zoned Commercial (CC).

The project is located in an area of Moreno Valley referenced to as "Edgemont". The majority of the structures within this area are older single and small multiple-family residences. The project site has an existing older single-family residence with a separate garage structure that currently is vacant located in the front 1/3 of the parcel. The remaining 2/3 of the parcel is currently vacant.

Access

Access to the project site is off Alessandro Boulevard, directing customers to parking in the rear section of the lot. There is an emergency only gate off Sherman Way (north end of the property).

Design

The existing single family dwelling will be converted into office space with a waiting room, cashier's and storage areas. The building's facade will be modified to emphasize the main business entrance and to make the structure more commercial in appearance. The structure will be freshly painted and have a stone veneer place along the bottom sections of the front and side elevations. The garage will be used as the service bay for the smog inspection testing and storage of tires. The proposed project will provide onsite parking for 10 vehicles and have a security gate.

A five-foot landscaped planter will be along the eastern property boundary. The rear of the proposed Community Commercial (CC) section of the parcel will be conditioned to provide a five-foot landscaped planter as well. The existing "front yard" area of the property will be landscaped, including the addition of two Mondell Pine (*Pinus eldarica*) street trees planted 40-feet on-center with unspecified accent trees in between. The project will also be conditioned to provide a two bin trash enclosure that meets the City's requirements as well as landscaping along three sides.

A chain-link fence with metal or plastic slats has been required to separate the portions of the site to be developed from those intended to remain vacant. A block wall is required along any property line with existing residential units.

Review Process

The General Plan Amendment, Zone Change and Conditional Use Permit applications were submitted in April 2008. The biggest issue with this project was its lack of enough fire flow demand/ water pressure on site as the parcel is located within the Box Springs Water District. The applicant worked with both the Box Springs Water District and Eastern Municipal Water District to meet Fire Prevention Bureau's requirements. The applicant also installed a fire hydrant onsite, which was reviewed and accepted by the Moreno Valley Fire Prevention Bureau.

Environmental

The site is currently had a vacant residential structure with a separate garage and is not an area that the Riverside County Integrated Plan (RCIP) has identified as having the potential for burrowing owl habitat. The majority of the property is covered by weeds and dead vegetation.

A review of the FEMA maps for this area indicated that the project site is located outside of the 100-year flood plain.

Based upon review of the Cultural Resources Inventory prepared for the City of Moreno Valley by the Archaeological Research Unit of the University of California in October 1987, there are no known archaeological resources on the site.

With consideration given to the preceding information, an Initial Study has been completed for the proposed project. Based upon the Initial Study, a determination has been made that the proposed project will not result in the potential for significant impacts to the environment. Therefore, the adoption of a Negative Declaration is recommended.

Notification

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also posted on the project site and published in the local newspaper. As of the date of report preparation, staff had received no inquiries in response to the noticing for this project.

Staff Recommendation

Staff recommends that the Planning Commission take the following action:

APPROVE Resolution No. 2012-09, and thereby:

1. **RECOMMEND** that the City Council adopt a Negative Declaration for PA08-0033 (General Plan Amendment), PA08-0034 (Change of Zone) and PA08-0035 (Conditional Use Permit) in that this project will not result in significant environmental impacts);

2. **RECOMMEND** that the City Council approve PA08-0033 (General Plan Amendment), PA08-0034 (Change of Zone) and PA08-0035 (Conditional Use Permit).

Prepared by:

Claudia Manrique
Associate Planner

Approved by:

John C. Terell, AICP
Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2012-09, including conditions of approval attached as Exhibit A
3. Negative Declaration
4. Initial Study
5. Aerial Photograph of Project Site
6. General Plan Amendment (Land Use) Map
7. Change of Zone (Zoning) Map
8. Site Plan
9. Conceptual Grading Plan
10. Office Elevations
11. Garage Elevations

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MV00179095

TO BE PROVIDED UNDER SEPARATE COVER

ATTACHMENT 6

PLANNING COMMISSION MINUTES
MAY 10, 2012

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MV00179097

NEGATIVE DECLARATION

PROJECT TITLE AND FILE NUMBERS: PA08-0033 (General Plan Amendment), PA08-0034 (Change of Zone) and PA08-0035 (Conditional Use Permit)
PROJECT APPLICANT: Socrates Urena **TELEPHONE NUMBER:** (951) 313-2924
PROJECT LOCATION: 22184 Alessandro Boulevard, Moreno Valley, CA 92553
PROJECT DESCRIPTION: The proposed Smog Inspection Station and Tire Sales commercial business requires both a General Plan Amendment and Change of Zone for approval of the Conditional Use Permit. The proposed General Plan Amendment will change the land use designation of a 0.54 acre portion of a parcel located at 22184 Alessandro Boulevard (Assessor's Parcel Number 291-190-025) from Residential/Office (R/O) to Commercial (C). The Change of Zone will change the zoning of the parcel from Office Commercial (OC) to Community Commercial (CC).

FINDING

The City of Moreno Valley has reviewed the above project in accordance with the City of Moreno Valley's Guidelines for the Implementation of the California Environmental Quality Act, and has determined that an Environmental Impact Report need not be prepared because:

[X] The proposed project will not have a significant effect on the environment.

[ ] Although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because mitigation measures described in the attached Initial Study and hereby made a part of this Negative Declaration have been added to the project. The Final Conditions of Approval contain the final form and content of all mitigation measures.

This determination is based upon an Initial Study. The project file, including the Initial Study and related documents is available for review during normal business hours (8:00 a.m. to 5:00 p.m. Monday through Friday) at the City of Moreno Valley, Community Development Department, Planning Division, 14177 Frederick Street, Moreno Valley, California 92553, Telephone (951) 413-3206.

PREPARED BY: Claudia Manrique, Associate Planner	DATE: 5/1/2012

NOTICE

The public is invited to comment on the Negative Declaration. The appropriateness and adoption of the Negative Declaration is considered at the time of project approval in light of comments received.

DATE ADOPTED: 9/25/2012	BY: City Council

ATTACHMENT 7

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MV00179099

INITIAL STUDY/
ENVIRONMENTAL CHECKLIST FORM
CITY OF MORENO VALLEY

1.	Project Title:	PA08-0033 (General Plan Amendment) PA08-0034 (Change of Zone) PA08-0035 (CUP)
2.	Lead Agency Name and Address:	City of Moreno Valley 14177 Frederick Street Moreno Valley, CA 92552
3.	Contact Person and Phone Number:	Claudia Manrique, Associate Planner (951) 413-3225
4.	Project Location:	22184 Alessandro Blvd (APN: 291-190-025)
5.	Project Sponsor's Name and Address:	Socrates Urena 20620 Avenida Hacienda Riverside, CA 92508
6.	General Plan Designation:	Residential/Office (R/O)
7.	Zoning:	Office Commercial (OC) and Residential 10 (R10)

8. Description of the Project: (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary)

The proposed project requires a Conditional Use Permit (CUP) for a Smog Inspection Station and Tire Sales commercial complex. The smog aspect of the business is as a "testing center" only, no auto repairs are to be conducted on site. The existing residential structure will be converted into the main office. The building's facade will be modified to emphasize the main business entrance and to eliminate the two doors on the east side of the building. The front windows will be reduced by one and repositioned in order to make the structure more commercial in appearance. The garage will be used as service bays for the smog inspection testing as well as tire service. The proposed project will provide onsite parking for 10 vehicles and have a security gate.

ATTACHMENT 8

The project requires the front 1/3 of the parcel's zoning to be changed from Office Commercial (OC) to Community Commercial (CC). The rest of the parcel will remain in the Residential 10 (R10) zoning district. Approximately .54 acres of the 1.46 acre site will be rezoned to CC and approximately .92 acres will remain R10.

There was a previous approved application (PA03-0037) for the same business that unfortunately expired. The project was approved back in October 2003 when the site was zoned Community Commercial (CC). During the 2006 General Plan Update, the parcel was rezoned to Office/Commercial (OC).

9. Surrounding Land Uses and Setting: (Briefly describe the project's surroundings)

The project site is surrounded by mixed group of land uses including Residential/Office (R/O) to the north, east and west of the parcel. There is some Residential 5 (R5) to the northeast of the project site. The neighboring parcels along the front of Alessandro Boulevard are Commercial (C) with Business Park (BP) to the south (across the street along Alessandro Boulevard).

As far as zoning, the project site is the only Office/Commercial (OC) parcel in the surrounding neighborhood. The Residential zoning is a mix of Residential 10 (R10) and Residential 15 (R15) with some Residential 5 (R5). Along Alessandro Boulevard from the Old 215 Frontage Road east to Elsworth Street is zoned Commercial (CC).

The project is located in an area of Moreno Valley referenced to as "Edgemont". The majority of the structures within this area are older single and small multiple-family residences. The project site has an existing older single-family residence with a separate garage structure that currently is vacant located in the front 1/3 of the parcel. The remaining 2/3 of the parcel is currently vacant.

10. Other public agencies whose approval is required (e.g. permits, financing approval, or participation agreement).

None

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below(■) would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

	Aesthetics		Greenhouse Gas Emissions		Population/Housing
	Agricultural Resources		Hazards & Hazardous Materials		Public Services
	Air Quality		Hydrology/Water Quality		Recreation
	Biological Resources		Land Use/Planning		Transportation/Traffic
	Cultural Resources		Mineral Resources		Utilities/Service Systems
	Geology/Soils		Noise		Mandatory Findings of Significance

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.	
I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.	
I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.	
I find that the proposed project MAY have a "potential significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.	
I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.	

Signature Date

Printed Name For

EVALUATION OF ENVIRONMENTAL IMPACTS

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4) "Negative Declaration: Potentially Significant Unless Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analysis," as described in (5) below, may be cross-referenced).

5) Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063 (c) (3) (d). In this case, a brief discussion should identify the following:

   (a) Earlier Analysis Used. Identify and state where they are available for review.

   (b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

   (c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9) The analysis of each issue should identify: (a) the significance criteria or threshold used to evaluate each question; and (b) the mitigation measure identified, if any, to reduce the impact to less than significance.

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
I. **AESTHETICS.** Would the project:				
a) Have a substantial adverse effect on a scenic vista?				X
The site is located within an area with several developments nearby and would not have an adverse effect on a scenic vista.				
b) Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?			X	
The site has a vacant single-family residence with a separate garage structure that would benefit from change of use to a commercial office. The house and garage structures have not been well maintained.				
c) Substantially degrade the existing visual character or quality of the site and its surroundings?			X	
The site has a vacant single-family residence with a separate garage structure that would benefit from change of use to a commercial office. The house and garage structures have not been well maintained.				
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			X	
The site has a vacant single-family residence with a separate garage structure that would benefit from change of use to a commercial office. Any new lighting will have to meet the City's municipal code, which requires lighting sources to be shielded.				
II. **AGRICULTURE RESOURCES**: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project?				
a) Convert Prime Farmland, Unique Farmland or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency to non-agricultural use?				X
The site is not designated as prime farmland on current maps. The project site is designated as "URBAN OR BUILT OUT LAND" on the 2010 current map. The project site has historically been used as single-family residential with an existing, but vacant single-family house and separate garage structure located in the front 1/3 of the parcel (nearest to Alessandro Blvd). As a residential neighborhood, there are no existing agricultural uses or operations within the project boundaries or in the vicinity.				
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
The site is not currently in agricultural use, or under Williamson Act control. There is no existing surrounding agricultural use, or sites under Williamson Act contract. The Municipal Code allows for agricultural uses such as crops in all zoning districts, therefore, the proposed warehouse facility does not conflict with existing zoning for agricultural use, or impact sites under Williamson Act contract.				
c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?				X
As a residential neighborhood, there are no existing agricultural uses or operations within the project boundaries or in the vicinity.				
III. **AIR QUALITY:** Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?			X	
The Air Quality Management Plan (AQMP) sets forth a comprehensive program that will lead the air basin into compliance with all federal and state air quality standards. The AQMP control measures and related emission reduction estimates are based upon emissions projections for a future development scenario derived from land use, population, and employment characteristics defined in consultation with local governments. Accordingly, conformance with the AQMP for development projects is determined by demonstrating compliance with local land use plans and/or population projections, or evaluation of assumed emissions. The existing 2007 AQMP was developed based on SCAG (Southern California Association of Governments) population projections for the region. The population projections made by SCAG are based on existing and planned land uses as set forth in the various general plans of local governmental jurisdictions within the region. The proposed project is consistent with the land use designation that has been in place for the last several iterations of the regional population projections and the AQMP. Since the project will be developed in accordance with the underlying assumptions of the AQMP, the project would not conflict with or obstruct implementation of the SCAQMD AQMP.				
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation.			X	
The project's land use is consistent with the City's the General Plan. The project is located within the jurisdiction of the South Coast Air Quality Management District. The project would not obstruct implementation of the South Coast Air Quality Management Plan.				
c) Result in a cumulatively considerable net increase of any criteria pollutant for			X	

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?				
The project's land use is consistent with the City's the General Plan. The project is located within the jurisdiction of the South Coast Air Quality Management District. The project would not obstruct implementation of the South Coast Air Quality Management Plan.				
d) Expose sensitive receptors to substantial pollutant concentrations?			X	
As a commercial project, the development would not be expected to produce significant concentrations of pollutants on-site except during construction. Standard conditions of approval provide mitigation from construction related dust products. The nearest sensitive receptors include existing single-family residences to the north, northeast, east, northwest and west of the proposed project. Considering the direction of the prevailing winds from northwest to southeast, dispersion of the pollutants, and the quantity of pollutants generated, the project will not expose sensitive receptors to substantial pollutant concentrations. Once the Smog and Tire Sales business is in operation, no auto repairs are to be conducted on site. The smog aspect of the business is as a "testing center" only.				
e) Create objectionable odors affecting a substantial number of people?			X	
The proposal would have no direct impact in creating objectionable odors. Any commercial development projects under the proposed designations would be required to mitigate or address objectionable odors.				
IV. **BIOLOGICAL RESOURCES**. Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U. S. Fish and Wildlife Service?			X	
The project site is comprised of one parcel totaling 1.46 acres at 22184 Alessandro Boulevard. The site has an existing substandard single-family residence with a separate garage structure. The residence is currently not occupied and the last date of occupation is no known. The parcel is not within an area that the Riverside County Integrated Plan (RCIP) has identified as needing required studies such as a Burrowing Owl Habitat Assessment. The project site has been disturbed in the past through disking for weed abatement and illegal dumping. Therefore, the proposed project will result in less than significant impacts to Fish and Wildlife resources.				
b) Have a substantially adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U. S. Wildlife Service?			X	
There are no major riparian habitat or other sensitive community on the site. The site was free from standing water or condensed riparian vegetation that could warrant a habitat area for sensitive or endangered species. It is not anticipated that the proposed development would have a substantial adverse effect on existing land use condition on the site as the existing structure will be used.				
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?			X	
The project as proposed would not have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act. The site has been previously graded and has an existing single-family residence and separate garage structure. There are no federally protected wetland areas such as marsh or vernal pools evident at the site. The project is consistent with the General Plan or local policies pertaining to the protection of biological resources. The project is consistent with the goals and objectives of the General Plan under the current land use designation which allows commercial uses.				
d) Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?			X	
The project as proposed would not interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites.				
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?			X	
The proposed project will not conflict with any General Plan or local policy pertaining to the protection of biological resources.				
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state habitat conservation plan?			X	

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
The proposed project is located within the boundaries of the Stephen's Kangaroo Rat Habitat Conservation Plan (SKR HCP). Also, the City is participating in the Multiple Species Habitat Conservation Plan (MSHCP), a comprehensive habitat conservation-planning program addressing multiple species' needs, including preservation of habitat and native vegetation in Western Riverside County. The project is not within any of the (MSHCP) criteria areas, PQP land, or any special survey areas. There is no riparian, riverine, or vernal pool (fairy shrimp) habitat on the project site. The project as designed and conditioned is consistent with the MSHCP and will have not conflict with the MSHCP. This project will also be subject to fees to support the implementation of the Multiple Species Habitat Conservation Plan. The MSHCP fee is currently $1938.00 per lot.				
V. **CULTURAL RESOURCES**. Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?				X
Based upon inspection of the project site and review of the Cultural Resources Inventory for the City of Moreno Valley, (Archeological Research Unit, University of California, Riverside, October 1987), there are no known archaeological resources on the site. There are no historical structures existing on the site. There are no known paleontological or unique geological features on the site.				
b) Cause a substantial adverse change in the significance of an archaeological resources pursuant to Section 15064.5?				X
Based upon inspection of the project site and review of the Cultural Resources Inventory for the City of Moreno Valley, (Archeological Research Unit, University of California, Riverside, October 1987), there are no known archaeological resources on the site. There are no historical structures existing on the site. There are no known paleontological or unique geological features on the site.				
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X
Based upon inspection of the project site and review of the Cultural Resources Inventory for the City of Moreno Valley, (Archeological Research Unit, University of California, Riverside, October 1987), there are no known archaeological resources on the site. There are no historical structures existing on the site. There are no known paleontological or unique geological features on the site.				
d) Disturb any human remains, including those interred outside of formal cemeteries?				X
No known human remains have been identified at the project site. Conditions of approval address the issue of inadvertent discoveries. A standard condition of approval will be placed on the project to cease excavation or construction activities if archaeological, paleontological, or historical resources uncovered on the project site.				
VI. **GEOLOGY AND SOILS**. Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:				
(i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.			X	
Based on City's environmental resources, the project site is not on, or close to, any known earthquake fault. There is no new information that would indicate the existence of a fault or fault tract in proximity of the site. There is no risk of ground rupture due to faulting at the proposed project site.				
(ii) Strong seismic ground shaking?			X	
According to the City's environmental information, the project site is not on, or close to, any known earthquake fault. The nearest fault is the San Jacinto fault system, which is located approximately 8-miles to the northeast. The inferred Casa Loma fault system also lies approximately 10-miles to the northeast. It should be noted, that within the City of Moreno Valley, the Casa Loma fault is an inferred unsubstantiated fault trace. The San Andreas fault system is more than 25 miles from the site. The active Sierra Madre and San Gabriel fault zones lie roughly 35 and 40 miles respectively to the northwest of the site. The active Elsinore and Newport-Inglewood fault zones lie approximately 20 and 45 miles, respectively, to the southwest of the site. This faulting is not considered a significant constraint to development on the site with the use of current building codes. Ground-shaking intensity could possibly be moderately-high during a 100-year interval earthquake. There is no new information that would indicate the existence of a fault on the site.				
(iii) Seismic-related ground failure, including liquefaction?			X	
According to the City's environmental resources, the project site is not on, or close to, any known earthquake fault. However, ground-shaking intensity could possibly be moderately-high during a 100-year interval earthquake. Water table and soil conditions are not conducive of seismic related failure.				
(iv) Landslides?			X	

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
This site is not near or adjacent to the mountainside areas and landslides will not be an issue. There is no potentially significant impact from landslides.				
(b) Result in substantial soil erosion or the loss of topsoil?			X	
The development of the site will likely result in the reduction of erosion with the placement of buildings and landscaping on the site. During construction, there is the potential for less than significant impacts for short-term soil erosion from minimal excavation and grading. This will be addressed as part of standard construction, such as watering to reduce dust and sandbagging, if required, during raining periods.				
(c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			X	
The geologic unit or soil is not known to be unstable based on current resources. If required by the conditions of approval, the applicant must provide a soils and geologic report to City Public Works Department. The site will not be located on expansive soil as defined in Table 18-1-B of the Uniform Building Code.				
(d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			X	
According to the City's environmental information, the geologic unit or soil is not known to be unstable. If required by the conditions of approval, the applicant must provide a soils and geologic report to City Public Works Department. The site will not be located on expansive soil as defined in Table 18-1-B of the Uniform Building Code.				
(e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?			X	
The project will operate on a sewer system that will be reviewed, approved and installed according to Eastern Municipal Water District requirements. The proposed project will not be introducing septic tanks or alternative water disposal systems.				
VII. **GREENHOUSE GAS EMISSIONS.** Would this project?				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
Global climate change is caused by greenhouse gas (GHG) emissions throughout the world. Mitigating global climate change will require worldwide solutions. Greenhouse gases are gases emitted from the earth's surface that absorb infrared radiation in the atmosphere. Increases in these gases lead to more absorption of radiation and warm the lower atmosphere, and therefore increase evaporation rates and temperatures on the Earth's surface. The City of Moreno Valley is currently in the process of preparing a Climate Action Strategy. However, at this time, there are no widely accepted thresholds of significance for determining the impact of GHG emissions from an individual project, or from a cumulative standpoint. As provided for in the CEQA Guidelines (Section 15064.4), it is necessary for the lead agency to make a good-faith effort in considering GHG emissions on a project specific basis. This project was submitted in July 2008 before the greenhouse gas emissions section was added to the Initial Study Checklist and is consistent of the project with the City's adopted General Plan and zoning, therefore the City has chosen to rely on a qualitative analysis. The proposed project is located at 22184 Alessandro Boulevard and includes three applications: General Plan Amendment, Change of Zone and Conditional Use Permit. To the extent possible based on scientific and factual data available, it has been determined that this project will not result in generating greenhouse gas emissions that will either directly or indirectly have a significant impact on the environment.				
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			X	
The project would not be in conflict with an applicable plan for reducing the emissions of greenhouse gases as there are no adopted plans for the purpose of reducing greenhouse gases in effect at the time of this Initial Study.				
VIII. **HAZARDS AND HAZARDOUS MATERIALS.** Would the project?				
a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?			X	
The proposed project, a commercial smog and tire shop consisting of an office building with separate garage (both structures are existing and will be remodeled). The smog aspect of the business is as a "testing center" only, no auto repairs are to be conducted on site. There will be no significant hazard to the public or the environment. There will be no known hazardous emissions or handling of hazardous materials related to this project.				
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous			X	

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
materials into the environment?				
The proposed project, a commercial smog and tire shop consisting of an office building with separate garage (both structures are existing and will be remodeled). The smog aspect of the business is as a "testing center" only, no auto repairs are to be conducted on site. There will be no significant hazard to the public or the environment. There will be no known hazardous emissions or handling of hazardous materials related to this project.				
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			X	
The proposed project, a commercial smog and tire shop consisting of an office building with separate garage (both structures are existing and will be remodeled). The smog aspect of the business is as a "testing center" only, no auto repairs are to be conducted on site. There will be no significant hazard to the public or the environment. There will be no known hazardous emissions or handling of hazardous materials related to this project. The nearest school, Towngate Elementary School, is over a mile away from the project site (northwest).				
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result would it create a significant hazard to the public or the environment?				X
The project is not located on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.				
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?			X	
The nearest airport is the March Air Reserve Base located to the south. The distance to the runway is approximately 4-miles. The project site is not within the crash zones or the noise contours identified in the most recent Air Installation Compatible Use Zone (AICUZ) study (Municipal Code Section 9.07.060). The site is not within an airport land use plan.				
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
The project is not located within an airport land use plan. The project is located approximately 1 mile north of March Air Reserve Base.				
g) Impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
The proposed project would not have any direct effect on an adopted emergency response plan, or emergency evacuation plan. The City has an adopted Hazardous Waste Management Plan as part of its General Plan, which addresses emergency response pertaining to hazardous materials. The City's emergency plans are also consistent with the General Plan. Since the proposed project is consistent with the General Plan, the proposed project would not be in conflict in any way with the emergency response or emergency evacuation plans. The project is not located within a designated wildland area where fires are possible.				
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X
The proposed project site is not adjacent to wildlands, and as such would not expose people or structures to a significant risk of loss, injury or death involving wildland fires. In addition, the project is not located within a designated wildland area.				
IX. **HYDROLOGY AND WATER QUALITY**. Would the project:				
a) Violate any water quality standards or waste discharge requirements?			X	
Pursuant to the requirements of the Santa Ana Regional Water Quality Control Board, a project specific Water Quality Management Plan (WQMP) is required of certain projects involving discretionary approval. This project did not require a WQMP to address pollutants of concern which include nutrients, oxygen demanding substances, and pathogens (bacteria and viruses) due to the size of the project parcel (under 5 acres). Proposed grading activities may temporarily expose soils to wind and water erosion that would contribute to downstream sedimentation. The proposed project would comply with all permits and development guidelines associated with urban water runoff and discharge set forth by the City of Moreno Valley and the Regional Water Quality Control Board. With the approval of the storm drainage facilities by the City Engineer and Riverside County Flood Control District, as well as complying with all applicable storm water discharge permits, impacts would be less than significant.				
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			X	

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
This project is located within the Box Springs Water District, which has capacity issues with regards to fire flow requirements. The applicant has received permission from Box Springs Water District to allow the project to connect to Eastern Municipal Water District (EMWD) in order to meet the fire flow demands required by the City of Moreno Valley's Fire Prevention Bureau. With the onsite fire hydrant serviced by EMWD, water supplies are adequate to serve the proposed project. Although the project would cover a majority of the site with impervious surfaces, the landscaped areas would still provide a means for groundwater recharge. Impacts would be less than significant.				
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?			X	
During construction of the project, there is the potential for some sediments to be discharged within the storm water system. Erosion plans are required for projects prior to issuance of grading permits for prevention substantial erosion. The site is within the 100-year flood plain. However, there is no streambed or river on the project site, so the project will not cause a change in the existing drainage pattern that would result in substantial erosion or siltation on- or off-site. Therefore, project implementation would not result in modifications that could ultimately result in substantial erosion or siltation on- or off-site. Impacts would be less than significant.				
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or surface runoff in a manner which would result in flooding on- or off site?				X
A river or streambed were not evident on the site. Runoff patterns will not be altered to the result of flooding on or off-site.				
e) Create or contribute runoff which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?			X	
All storm drainage improvements would be developed to the standards of the City Engineer and the Riverside County Flood Control Agency. As with any urban project, runoff entering the storm drainage system would contain minor amounts of pollutants (including pesticides, fertilizers and motor oil). This would incrementally contribute to the degradation of surface and sub-surface water quality. Additionally, grading activities would temporarily expose soils to water erosion that would contribute to downstream sedimentation. However, the project is subject to the permit requirements of the Santa Ana Regional Water Quality Control Board. As the site is currently 2/3 of the lot is unpaved and exposed, development of the proposed project would lessen the existing site contribution to sediment runoff at project completion. The rear section of the parcel will be left undeveloped under this CUP application.				
f) Otherwise substantially degrade water quality?			X	
All storm drainage improvements would be developed to the standards of the City Engineer and the Riverside County Flood Control Agency. As with any urban project, runoff entering the storm drainage system would contain minor amounts of pollutants (including pesticides, fertilizers and motor oil). This would incrementally contribute to the degradation of surface and sub-surface water quality. Additionally, grading activities would temporarily expose soils to water erosion that would contribute to downstream sedimentation. However, the project is subject to the permit requirements of the Santa Ana Regional Water Quality Control Board. As the site is currently 2/3 of the lot is unpaved and exposed, development of the proposed project would lessen the existing site contribution to sediment runoff at project completion. The rear section of the parcel will be left undeveloped under this CUP application.				
g) Place housing within a 100-year floodplain, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
An inspection of the site shows no evidence of concentrated drainage. The current Federal Emergency Management maps (FEMA) maps indicate that a small section of the site is in a flood zone (FIRMette map Panel # 745 dated August 28, 2008). The small section of the rear of the parcel is within "Zone X", which is defined by FEMA as "area of moderate flood hazard, usually the area between the limits of the 100-year and 500-year floods." The existing structures (old single-family residence and separate garage) will be used for a commercial smog and tire shop, not as a residence.				
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				X
An inspection of the site shows no evidence of concentrated drainage. The current Federal Emergency Management maps (FEMA) maps indicate that a small section of the site is in a flood zone (FIRMette map Panel # 745 dated August 28, 2008). The small section of the rear of the parcel is within "Zone X", which is defined by FEMA as "area of moderate flood hazard, usually the area between the limits of the 100-year and 500-year floods." The majority of the parcel (and where the existing structures are located) are not within a flood zone.				
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				X

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
The project is outside of the delineated dam inundation area for Perris Dam at Lake Perris Reservoir.				
j) Inundation by seiche, tsunami, or mudflow?				X
The site is not identified in the General Plan as a location subject to seiche, or mudflow.				
X. **LAND USE AND PLANNING**. Would the project:				
a) Physically divide an established community?				X
The project site is surrounded by mixed group of land uses including Residential/Office (R/O) to the north, east and west of the parcel. There is some Residential 5 (R5) to the northeast of the project site. The neighboring parcels along the front of Alessandro Boulevard are Commercial (C) with Business Park (BP) to the south (across the street along Alessandro Boulevard). As far as zoning, the project site is the only Office/Commercial (OC) parcel in the surrounding neighborhood. The Residential zoning is a mix of Residential 10 (R10) and Residential 15 (R15) with some Residential 5 (R5). Along Alessandro Boulevard from the Old 215 Frontage Road east to Elsworth Street is zoned Commercial (CC). The project is located in an area of Moreno Valley referenced to as "Edgemont". The majority of the structures within this area are older single and small multiple-family residences with a few commercial and office uses along the major corridor of Alessandro Boulevard. The project site has an existing older single-family residence with a separate garage structure that currently is vacant located in the front 1/3 of the parcel. The remaining 2/3 of the parcel is currently vacant.				
b) Conflict with an applicable land use plan, policy or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?			X	
There are no conflicts associated with any land use plans with the approval of the General Plan Amendment and Change of Zone. The proposed project is consistent with the proposed "Community Commercial" zoning within the City's Municipal Code and General Plan. The project requires the front 1/3 of the parcel's zoning to be changed from Office Commercial (OC) to Community Commercial (CC). The rest of the parcel will remain in the Residential 10 (R10) zoning district. Approximately .54 acres of the 1.46 acre site will be rezoned to CC and approximately .92 acres will remain R10. There was a previous approved application (PA03-0037) for the same business that unfortunately expired. The project was approved back in October 2003 when the site was zoned Community Commercial (CC). During the 2006 General Plan Update, the parcel was rezoned to Office/Commercial (OC). Changing the zoning back to Community Commercial (CC) will not cause any conflicts of land use as all the parcels along Alessandro Boulevard are also Community Commercial (CC). Leaving the rear 2/3 of the parcel R10, will create a buffer for the neighboring residential uses.				
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?				X
The City of Moreno Valley is participating in the Multiple Species Habitat Conservation Plan (MSHCP), a comprehensive habitat conservation-planning program addressing multiple species' needs, including preservation of habitat and native vegetation in Western Riverside County. The project is not within any of the MSHCP criteria areas, PQP land, or any special survey areas.				
XI. **MINERAL RESOURCES.** Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?			X	
The project site is located in an urbanized area with additional development occurring in the vicinity. No active mines or mineral recovery programs are currently active within the project site. No mineral deposits have been identified in the General Plan, consequently, the development of the project site would not conflict with a mineral recovery plan as adopted by the General Plan. Therefore, no significant impacts would occur.				
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?			X	
The project site is located in an urbanized area with additional development occurring in the vicinity. No active mines or mineral recovery programs are currently active within the project site. No mineral deposits have been identified in the General Plan, consequently, the development of the project site would not conflict with a mineral recovery plan as adopted by the General Plan. Therefore, no significant impacts would occur.				
XII. **NOISE.** Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of			X	

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
other agencies?				
The proposed project has incorporated the City's conditions of approval into the project design. As a result, construction and operation activities would be restricted to Monday through Friday from 6:00 AM to 8:00 PM, excluding holidays, ad from 7:00 AM to 8:00 PM on weekends and holidays. As a result, no significant impacts would occur. Permanent noises associated with the proposed residential uses include, but are not limited to, people talking, radios playing and lawn equipment. However, these noise sources would be typical of land uses in the adjacent area as proposed by the General Plan Update and less than the permanent noises associated with the Office use currently established at this site. Therefore, the project as proposed would not introduce unique noise sources. Finally, the City's conditions of approval have been incorporated into the project design that would ensure land use compatibility with regards to noise resulting from the project site.				
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			X	
Development of the project may result in ground-borne vibrations or noise generated infrequently through the construction phase. However, this type of effect would be temporary and infrequent and is not expected to occur during project operation.				
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
The proposed project has incorporated the City's conditions of approval into the project design. As a result, construction and operation activities would be restricted to Monday through Friday from 6:00 AM to 8:00 PM, excluding holidays, ad from 7:00 AM to 8:00 PM on weekends and holidays. As a result, no significant impacts would occur. Permanent noises associated with the proposed residential uses include, but are not limited to, people talking, radios playing and lawn equipment. However, these noise sources would be typical of land uses in the adjacent area as proposed by the General Plan Update and less than the permanent noises associated with the Office use currently established at this site. Therefore, the project as proposed would not introduce unique noise sources. Finally, the City's conditions of approval have been incorporated into the project design that would ensure land use compatibility with regards to noise resulting from the project site.				
d) A substantially temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
The proposed project has incorporated the City's conditions of approval into the project design. As a result, construction and operation activities would be restricted to Monday through Friday from 6:00 AM to 8:00 PM, excluding holidays, ad from 7:00 AM to 8:00 PM on weekends and holidays. As a result, no significant impacts would occur. Permanent noises associated with the proposed residential uses include, but are not limited to, people talking, radios playing and lawn equipment. However, these noise sources would be typical of land uses in the adjacent area as proposed by the General Plan Update and less than the permanent noises associated with the Office use currently established at this site. Therefore, the project as proposed would not introduce unique noise sources. Finally, the City's conditions of approval have been incorporated into the project design that would ensure land use compatibility with regards to noise resulting from the project site.				
e) For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?			X	
The project is located near the March Air Reserve Base but outside the boundaries of the Air Installation Compatibility Use Overlay District (AICUZ). This is an overlay district that restricts land use on properties located to the north and south of the runway of March Air Reserve Base. The AICUZ includes elements that address noise zones and accident potential zones. The project site is located outside the mapped noise contours associated with aircraft operations at the MARB airfield, indicating noise exposure due to aircraft operations in less than 60 decibels (CNEL). This is well below the accepted noise exposure level for industrial uses. March JPA identified that the project is restricted by FAA Part 77, which limits building heights in this area to 85-feet. The project as proposed has a maximum height of 36-feet and will not be in conflict with height restrictions from adjacent March Air Reserve Base.				
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X
There is no private airstrip within the vicinity of the site, or within the City of Moreno Valley.				
XIII. **POPULATION AND HOUSING.** Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			X	
As the site is considered a commercial site, with population and housing growth opportunities indirectly related, the project will be planned consistent with the Citywide plan.				
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
While there is an existing residence on the site, it has been vacant for some time now (application submitted in 2008).				
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X
No - While there is an existing residence on the site, it has been vacant for some time now (application submitted in 2008).				
XIV. **PUBLIC SERVICES**. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire protection?			X	
There will be an incremental increase in the demand for new or altered public services including library, city hall, and city yard facilities. These facilities would be needed with or without the project. Environmental review has already been done for the proposed library as part of the future city hall complex.				
b) Police protection?			X	
There will be an incremental increase in the demand for new or altered public services including library, city hall, and city yard facilities. These facilities would be needed with or without the project. Environmental review has already been done for the proposed library as part of the future city hall complex.				
c) Schools?			X	
There will be an incremental increase in the demand for new or altered public services including library, city hall, and city yard facilities. These facilities would be needed with or without the project. Environmental review has already been done for the proposed library as part of the future city hall complex.				
d) Parks?			X	
There will be an incremental increase in the demand for new or altered public services including library, city hall, and city yard facilities. These facilities would be needed with or without the project. Environmental review has already been done for the proposed library as part of the future city hall complex.				
e) Other public facilities?			X	
There will be an incremental increase in the demand for new or altered public services including library, city hall, and city yard facilities. These facilities would be needed with or without the project. Environmental review has already been done for the proposed library as part of the future city hall complex.				
XV. **RECREATION.**				
a) Would the project increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				X
The General Plan Amendment and Change of Zone would have no direct impact on recreational facilities. Development within the project area will be required to pay development impact fees for residential uses. Part of the commercial fees will go towards recreation facilities within the City of Moreno Valley.				
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				X
The General Plan Amendment and Change of Zone would have no direct impact on recreational facilities. Development within the project area will be required to pay development impact fees for residential uses. Part of the commercial fees will go towards recreation facilities within the City of Moreno Valley.				
XVI. **TRANSPORTATION/TRAFFIC.** Would the project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?			X	
The project is consistent with the proposed general plan, circulation plan and land use designation of Commercial (C) and the zoning district of Community Commercial (CC), and would not conflict with any applicable plans, ordinances or policies".				
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?			X	
A traffic study was not required by the Transportation Department for this project.				

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?			X	
The project is located near the March Air Reserve Base, but outside of the boundaries of the Air Installation Compatibility Use Overlay District (AICUZ). This project will not result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks.				
d) Substantially increase hazards to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?				X
As designed, the project will not result in hazards. The project is not adjacent to any potential incompatible uses.				
e) Result in inadequate emergency access?				X
The project has been designed in a manner consistent with City standards. The site will be readily accessible for emergency access.				
f) Conflict with adopted policies or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?				X
The project does not conflict with adopted policies, plans and programs regarding public transit, bicycle or pedestrian facilities or decrease the safety performance of such facilities.				
XVII. **UTILITIES AND SERVICE SYSTEMS.** Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				X
The project will not exceed wastewater treatment requirements of the Regional Water Quality Control Board. The project would not exceed the existing or planned capacity of the Moreno Water Reclamation Facility.				
b) Require or result in construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
The project will not exceed wastewater treatment capacity of the Moreno Water Reclamation Facility.				
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
The project will not require or result in the construction of unplanned storm water drainage facilities or expansion of existing facilities.				
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				X
This project was determined to not be a project of regional significance per CEQA guidelines, so the preparation of a Water Supply Assessment was not required.				
e) Result in a determination by the wastewater treatment provider which serves or may serve the project determined that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X
EMWD, the wastewater treatment provider, has adequate capacity to serve the project in addition to the provider's existing commitments. EMWD has plans for major expansions of the Moreno Water Reclamation Facility. Source: EIR for the General Plan Update.				
f)) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?				X
The General Plan Amendment and Change of Zone itself has no direct impacts on solid waste. There is adequate in landfills to accommodate the future development.				
g) Comply with federal, state, and local statues and regulations related to solid waste?				X
The City is complying with State and Federal regulations regarding solid waste. All future projects will comply with the current policies regarding solid waste.				
XVIII. **MANDATORY FINDINGS OF SIGNIFICANCE.**				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?			X	

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
The project would not significantly degrade the quality of the environment or reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal. There are no historic structures on the site, and there will be no impact to historic resources. The project will not eliminate important examples of the major periods of California history or prehistory. The analysis in this Initial Study demonstrates that project and cumulative impacts would be less than significant. Finally, the project consists of a tentative tract map that would result in no substantial adverse health effects on human beings.				
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?			X	
This project will not create any impacts, that when viewed in connection with existing land uses, and other recently approved projects, would be considered cumulatively considerable. It is not expected that the proposed project would result in incremental effects. The analysis in this Initial Study demonstrates that the proposed project cumulative impacts would be less than significant.				
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X	
The project consists of a General Plan Amendment, Change of Zone and Conditional Use Permit (CUP). The project as designed and conditioned will not cause substantial adverse effects on human beings, either directly or indirectly for the reasons described in this checklist/initial study.				

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MV00179115

Aerial Photograph

PA08-0033, PA08-0034 & PA08-0035

Legend

- Selected Features
- Parcels
- Roads

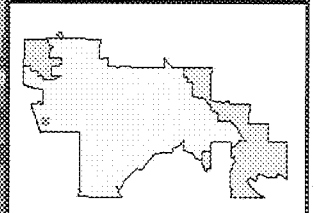

ity of Moreno Valley
4177 Frederick Street
oreno Valley, CA 92553

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MORENO VALLEY

ATTACHMENT 9

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MV00179117

General Plan Amendment (PA08-0033)

From Residential Office (R/O) to Commercial (C)

ity of Moreno Valley
4177 Frederick Street
oreno Valley, CA 92553

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MORENO VALLEY

ATTACHMENT 10

Item No. E.1

MV00179118

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MV00179119

Change of Zone (PA08-0034)

From Office Commercial to Community Commercial

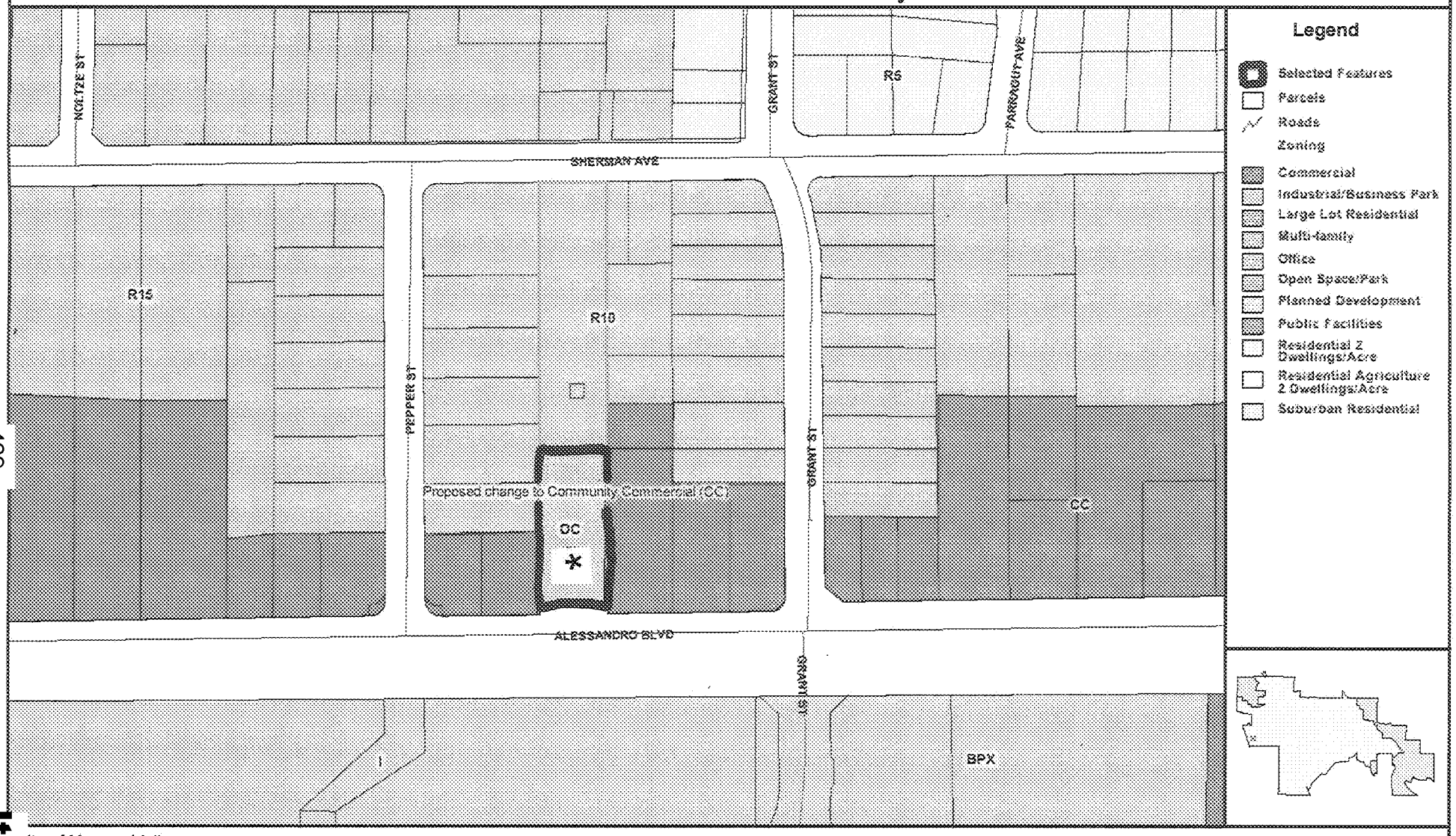

ity of Moreno Valley
4177 Frederick Street
oreno Valley, CA 92553

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MORENO VALLEY

ATTACHMENT 11

Item No. E.1

MV00179120

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MV00179121

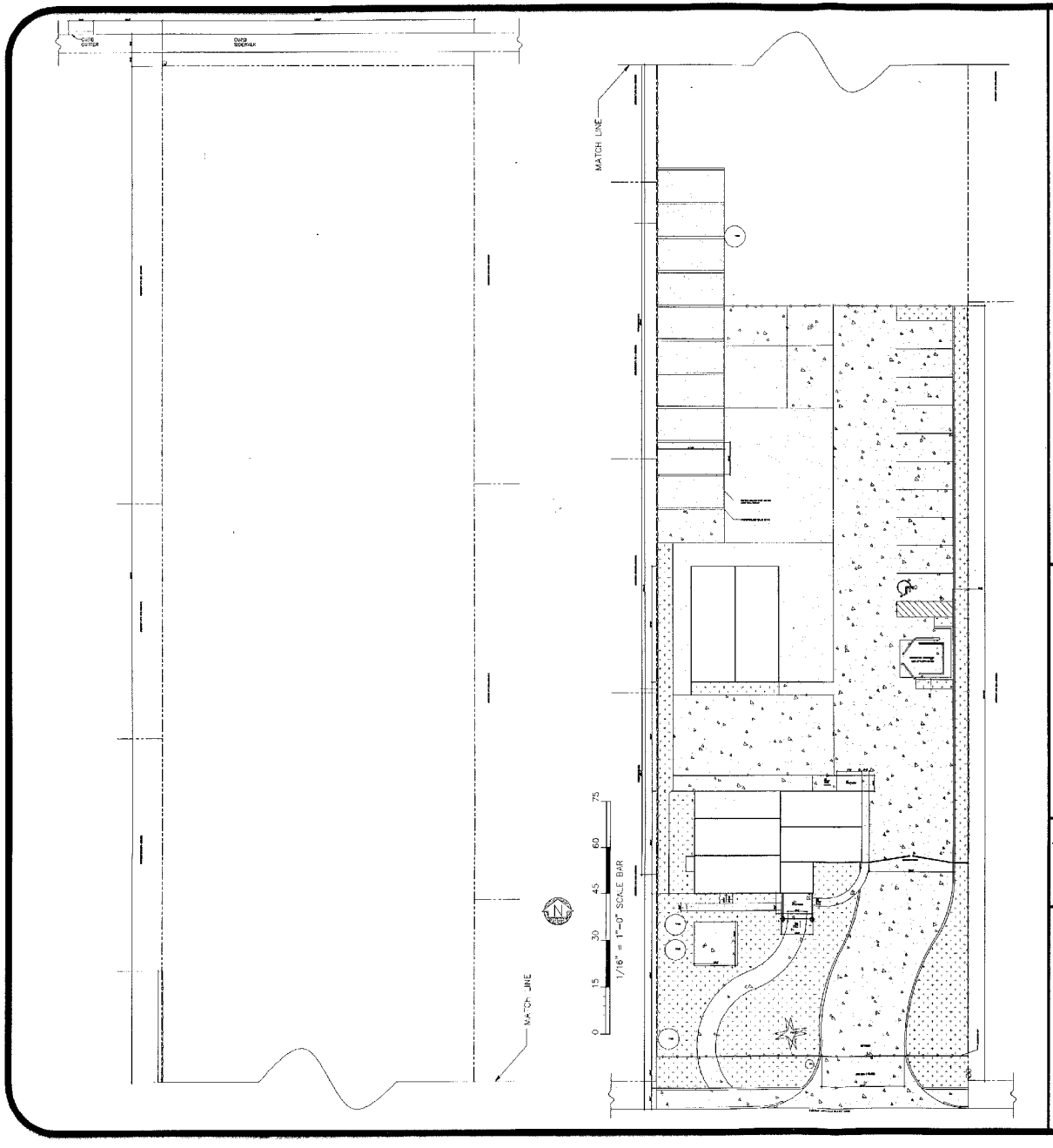

NOTES:

1. CONTRACTOR SHALL, PRIOR TO COMMENCEMENT OF WORK, FIELD VERIFY ALL EXISTING PROJECT CONDITIONS, INCLUDING DIMENSIONS AND UTILITY LOCATIONS AND UTILITY SIZES.

   ANY DISCREPANCIES OR DISCREPANCIES SHALL BE RECORDED ON A REPRODUCIBLE DOCUMENT AND THE ENTIRETY TRANSMITTED TO ARCHITECT FOR PROJECT RECORD, CLARIFICATION AND NECESSARY RESOLUTION PRIOR TO CONTINUING WITH WORK.

   CONTRACTOR SHALL VERIFY, AND BE RESPONSIBLE FOR, ALL WORK AND MATERIALS - INCLUDING THOSE CONTRACTED BY SUBCONTRACTORS.

   WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED SIZES; DO NOT SCALE DRAWINGS TO DETERMINE ANY LOCATIONS.

   ALL DIMENSIONS ON PLANS ARE TO CENTER LINE OF WALLS / COLUMNS, AND FACE OF STUD (F.O.S.) OR FACE OF MASONRY (F.O.M.) UNLESS NOTED OTHERWISE.
2. ALL WORK SHALL CONFORM TO THE LATEST ADOPTED EDITIONS OF CBC, CEC, CPC, CMC BUILDING CODES.
3. ALL ELECTRICAL, MECHANICAL AND PLUMBING WORK SHALL CONFORM TO THE REQUIREMENTS OF ALL LEGALLY CONSTITUTED AUTHORITIES HAVING JURISDICTION.
4. THE GENERAL BUILDING PERMITS SHALL BE PAID FOR BY THE OWNER AND SECURED BY THE GENERAL CONTRACTOR. ALL OTHER REQUIRED PERMITS SHALL BE SECURED AND PAID FOR BY THE CONTRACTOR OR SUBCONTRACTOR DIRECTLY RESPONSIBLE.

   ALL REQUIRED CITY AND COUNTY LICENSES SHALL BE ACQUIRED AND PAID FOR BY THE INDIVIDUAL TRADES.

   ALL CONTRACTORS SHALL HAVE VALID CERTIFICATES OF WORKMAN'S COMPENSATION ON FILE WITH THE APPROPRIATE AGENCIES.
5. CONTRACTOR SHALL ASSIST OWNER IN OBTAINING FINAL APPROVAL OF LOCAL HEALTH DEPARTMENT AND THE TEMPORARY AND FINAL CERTIFICATES OF OCCUPANCY.
6. CONTRACTOR SHALL PROVIDE BACKING FOR SUPPORT OF ALL WALL, CEILING, AND FURNITURE MOUNTED ITEMS (SUCH AS LIGHT FIXTURES, SHELVING, EQUIPMENT, AND TELEVISIONS). COORDINATE LOCATIONS AND REQUIREMENTS WITH THE PLUMBING, MECHANICAL, ELECTRICAL DRAWINGS.
7. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES, OTHER OBSTACLES, AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR ALL EXPENSES FOR THE REPAIR OR REPLACEMENT OF UTILITIES AND ALL OTHER PROPERTY DAMAGED BY OPERATIONS IN CONJUNCTION WITH EXECUTION OF WORK.
8. CONTRACTOR SHALL PROVIDE PERSONNEL PROTECTION IN ACCORDANCE WITH ALL APPLICABLE BUILDING CODES.
9. INTERIOR WALL AND CEILING FINISHES SHALL NOT EXCEED FLAME SPREAD CLASSIFICATIONS LISTED BY ALL APPLICABLE BUILDING CODES.
10. GYPSUM BOARD AND SUSPENDED CEILING SYSTEMS SHALL CONFORM TO ALL LOCAL GOVERNING BUILDING CODES AND ORDINANCES.
11. ALL GLASS AND GLAZING SHALL COMPLY WITH ALL 2003 BUILDING CODES AS WELL AS THE CONSUMER PRODUCT SAFETY COMMISSION'S SAFETY STANDARDS FOR ARCHITECTURAL GLAZING MATERIALS (16CFR, PART 1201 TITLE NO. 16, CHAPTER II, PART 1201)
12. PIPES, CONDUITS, OR DUCTS EXCEEDING ONE THIRD OF THE SLAB OR MEMBER THICKNESS SHALL NOT BE PLACED IN STRUCTURAL CONCRETE UNLESS SPECIFICALLY DETAILED. REFER TO MECHANICAL, ELECTRICAL, PLUMBING, AND STRUCTURAL DRAWINGS FOR LOCATION OF SLEEVES AND THICK ACCESSORIES.
13. AUTOMATIC FIRE SPRINKLER SYSTEM DESIGN AND INSTALLATION IS THE COMPLETE SECTION SHALL INCORPORATE, LIST BY CONTRACTOR PRIOR TO INSTALLATION, SUBMIT TO THE ARCHITECT FOR REVIEW, COMPLETE FIRE SPRINKLER SYSTEM DRAWINGS WITH APPROVAL BY ALL AGENCIES HAVING JURISDICTION INDICATED ON ALL 3810.

   THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION OF SYSTEM HEADS, PLUMBING LINES, AND VALVES THAT MAY BE IN CONFLICT WITH OTHER SYSTEMS OR THE INTERIOR DESIGN, AND STILL BE LOCATED AS DIVERSED BY FIRE SPRINKLER CODES AND SYSTEM ENGINEERING.

   DRAWINGS SHALL BE SUBMITTED TO ARCHITECT FOR REVIEW BY THE CONTRACTOR'S CORPORATION OF SYSTEM WITH ENGINEERING WEIGHT OF THE PROJECT PRIOR TO INSTALLATION.
14. FIRE SPRINKLERS SHALL BE AUTOMATIC TO PROVIDE WIDE COVERAGE AND SHALL COMPLY WITH THE RECOMMENDATIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) STANDARD FOR PARKING STRUCTURES (NFPA 88A) AND THE OWNER'S INSURANCE UNDERWRITERS.
15. EXISTING BUILDINGS SHALL COMPLY WITH ALL SECURITY REQUIREMENTS AS OUTLINED IN ALL LOCAL BUILDING CODES AND ORDINANCES.
16. ACCURATE AS-BUILT DRAWINGS SHALL BE GENERATED BY CONTRACTOR DURING CONSTRUCTION AND SUBMITTED TO OWNER UPON COMPLETION OF FINAL PUNCH LIST, BUT PRIOR TO RELEASE OF FINAL PAYMENT.
17. ROOF OBSTRUCTIONS SUCH AS ELEVATOR MACHINE, SOLAR PANELS, AND CUT WORKS SHALL BE PROTECTED FROM INSTALLATION FROM AWAY AS TO PREVENT FIRE DEPARTMENT ACCESS TO CURES IN THE EVENT OF A FIRE.
18. BUILDING ROOF RUNOFF SHALL BE DIRECTED TO SURROUNDING LANDSCAPING.

UTILITIES:

ELECTRIC: SOUTHERN CALIFORNIA EDISON
P.O. BOX 800
ROSEMEAD, CA 91770
1-800-655-4555

WATER: MOR. SPRINGS MUTUAL WATER COMPANY
21740 BRADSHAW AVE
MORENO VALLEY, CA 92553
(951) 653-4288

EASTERN MUNICIPAL WATER COMPANY
P.O. BOX 8300
PERRIS, CA 92572-8300
1-800-426-5693

GAS: THE GAS COMPANY
P.O. BOX 3150
SAN DIMAS, CA 91773
1-800-427-2200

TELEPHONE: VERIZON
1095 AVENUE OF THE AMERICAS
NEW YORK, NEW YORK 10036
800-621-9900

AT&T
1-800-310-2355 RESIDENTIAL
1-800-746-2366 COMMERCIAL

TV/SAT/CABLE: DIRECT SAT TV
340 COMMERCE AVE, SUITE 00
SOUTHERN PINES, NCL 28387
1-800-583-4101
cs@directsatv.com

WASTE: WASTE MANAGEMENT
1001 FANNIN, SUITE 4000
HOUSTON, TEXAS 77002
(713) 512-6341
wmcorp@wm.com

ZONING:

EXISTING ZONING: OFFICE COMMERCIAL

PROPOSED ZONING: COMMUNITY COMMERCIAL

LEGEND

- LANDSCAPING
- EXISTING CONCRETE
- PROPOSED CONCRETE
- BLOCK WALL
- PLASTIC-SLOTTED CHAIN-LINK FENCE
- PROPERTY LINE
- POWER POLE
- HANDICAP
- FIRE HYDRANT

SHEET INDEX

1. TITLE SHEET/PLOT PLAN
2. EXISTING OFFICE FLOOR PLAN / ELECTRICAL PLAN
3. ELEVATIONS (OFFICE)
4. GARAGE FLOOR PLAN/FOUNDATION PLAN/ROOF PLAN
5. FRAMING PLAN AND SECTION
6. ELEVATIONS (GARAGE)

VICINITY MAP

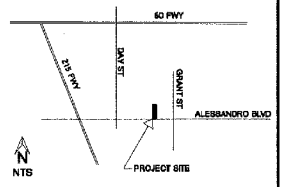

NOTES

EXISTING HOUSE AREA = 1450.00 SQUARE FEET
EXISTING GARAGE AREA = 1040.00 SQUARE FEET

REMODEL OF EXISTING HOUSE TO ACCOMODATE SMOG CHECK SHOP OFFICE.

REMODEL EXISTING GARAGE TO USE AS A SMOG SHOP

EMPLOYEES ON SITE:
3 OR LESS

OCCUPANT LOAD:
S-3
OL= 1040 ×4
300
B
OL= 1450 ×15
100
TOTAL OCCUPANT LOAD: 19

LEGAL DESCRIPTION

LOT	38
BLOCK	--
TRACT	0425.05
MAP BOOK	--
CITY	MORENO VALLEY
COUNTY	RIVERSIDE
STATE	CA
A.P.N.	291-192-025
ACRES	1.46

LEGAL DESCRIPTION

BUILDING ZONE	CC, PREVIOUSLY OC
CONSTRUCTION TYPE	
BUILDING	V-N
GARAGE	V-N
OCCUPANCY	B/S-3
BUILDING	B
GARAGE	S-3
BUILDING CODE	--
NUMBER OF STORIES	
BUILDING	1
GARAGE	1

REVISIONS

NO.	DATE	BY:

HOSEEIN ZAND & ASSOCIATES
5175 CHAPALA DR
RIVERSIDE, CA 92507

SITE PLAN PLAN

1/16" = 1'-0"

Drawn By: SOCRATES VIRGIN
Date 06/03/09

Project Name and Address:
SMOG CHECK SHOP
22184 ALESSANDRO BLVD
MORENO VALLEY, CA 92553
PHONE: (951) 313-2024

JOB NO.
05-04
CASE NO.
PA08-0033 GPA
PA08-0034 CZ
PA08-0035 CUP
Sheet
1

Item No. E.1

-471-

ATTACHMENT 12

MV00179122

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MV00179123

OWNER: ALBERTO URENA AND CONSUELO URENA
22184 Alessandro Boulevard
Moreno Valley, CA
Ph. 909-822-3411

Total Area: Gross: 1.49 acres (65,100 SF)
Net: 1.49 acres (65100 SF

OPEN SPACE: 0.69% 1.03 ACRES (44850 SF)
COVERED SPACE: 0.21% 0.32 ACRES (14036 SF)
LANDSCAPING: 0.10% 0.14 ACRES (6214 SF)
PARKING REQUIRED: 7 SPACES
PARKING PROVIDED: 10 SPACES
FEMA FLOOD ZONE DESIGNATION: OUTSIDE FLOOD ZONE X
(SEE ATTACHED LETTER)

CITY OF MORENO VALLEY
SITE PLAN
SMOG INSPECTION STATION AND TIRE SALES
APN 291-192-25

UTILITY COMPANIES	EMERGENCY NUMBERS
EASTERN MUNICIPAL WATER DISTRICTS	1-800-698-0400
SCE	1-800-611-1911
THE GAS COMPANY	1-800-427-2200
WASTE MANAGEMENT OF INLAND VALLEY	1-800-423-9986

LEGAL: THE WESTERLY HALF OF LOT 38 OF EDGEMONT TRACT NO. 3, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS PER MAP ON FILE IN BOOK 18, PAGE 49 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM THE NORTHERLY RECTANGULAR 20.00 FEET AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED DATED FEBRUARY 18, 1946 AND RECORDED JUNE 19, 1946, OFFICIAL RECORDS. ALSO EXCEPT THE SOUTHERLY RECTANGULAR 14.00 FEET OF THE WEST HALF OF LOT 38 AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED SEPTEMBER 4, 1981, IN BOOK 1981, PAGE 180110, OFFICIAL RECORDS.

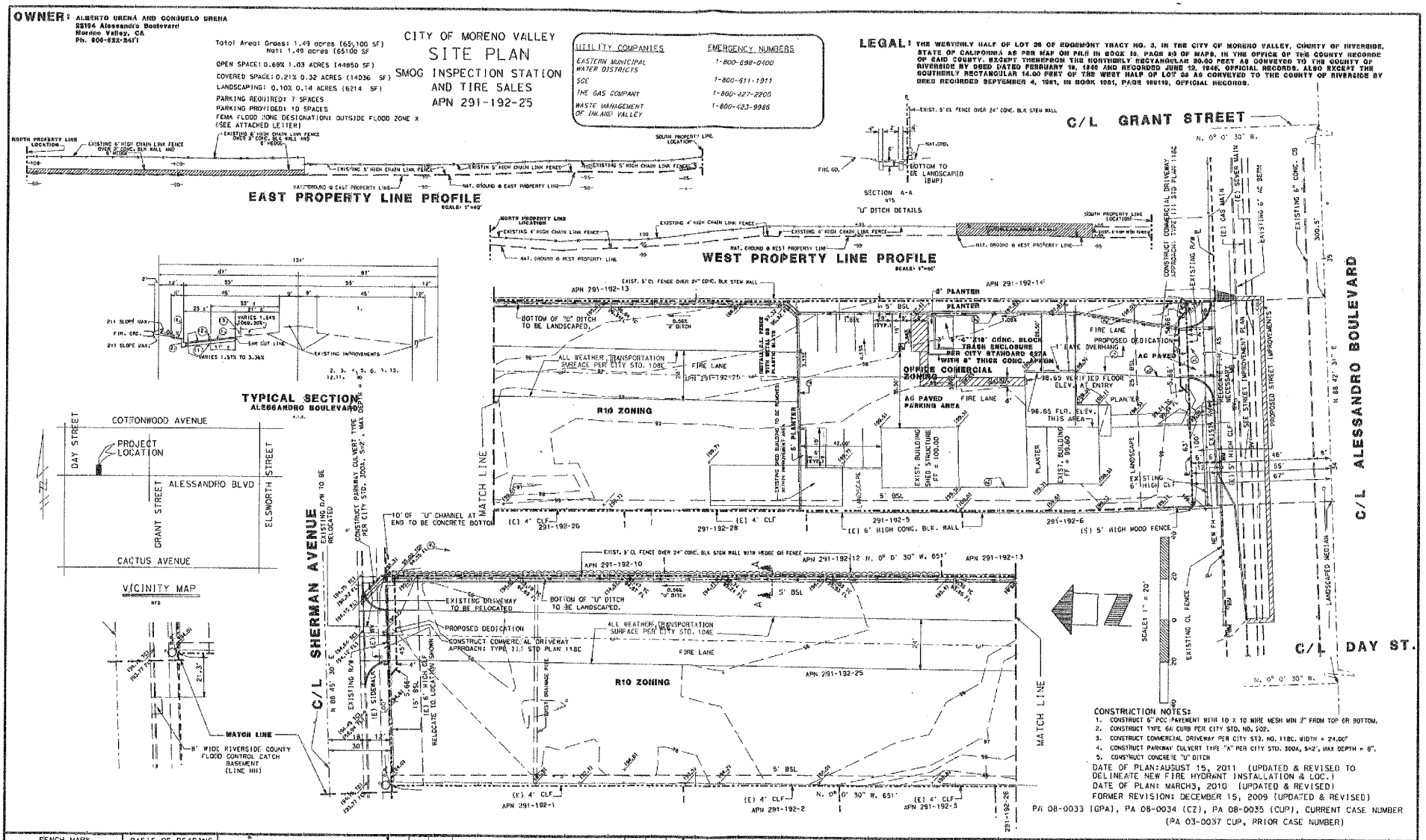

BENCH MARK	BASIS OF BEARING
BR. DISK IN TOP OF CONC. POST AT N.W. COR FREDERICK ST. & ALESSANDRO BLVD. 75' W. OF FREDR. ST. 48' N. OF ALESS. BLVD. ELEV: 1569.96	C.L. ALESSANDRO BLVD. PER PM NO. 27752 BEARING: N. 88°42'31"E.

REVIEW BY CITY STAFF	INITIAL	DATE
OFFICE		
LAND DEVELOPMENT		
ENTERPRISE SERVICES		
PLANNING		
TRANSPORTATION		
CAPITAL PROJECT		
PARK AND RECREATION		

MARK	DATE	INITIAL	DESCRIPTION	REC.	APPR	DATE
			REVISION			

CITY OF MORENO VALLEY APPROVALS
PREM KUMAR — DATE
ASSISTANT CITY ENGINEER
R.C.E. NO. 62863 (EXP. 12/31/2008)
CHRIS A. VOOT — DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER
R.C.E. NO. C44236 (EXP. 06/30/2007)

DRAWN BY
DESIGN BY
CHECKED BY

RALPH J. SOLIS
CONSULTING CIVIL ENGINEER
1611 LAUREL AVENUE
REDLANDS, CALIFORNIA
PHONE/FAX 909-793-8106
CELL 909-213-7114
PREPARED BY OR UNDER THE SUPERVISION OF
NAME RALPH J. SOLIS R.C.E. 35480 DATE

CITY OF MORENO VALLEY
SITE PLAN
PROJECT DESCRIPTION: COMMERCIAL GRADING PLAN
LOCATION: 22184 ALESSANADRO AVE, MORENO VALLEY, CA
LEGAL: EDGEMONT 3 LOT 38
APN 291-192-25

ACCT. NO.
SHEET 1 NO. 1
CITY I. D. NO. 2726

REVISE SEPT. 2004

ATTACHMENT 13

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MV00179125

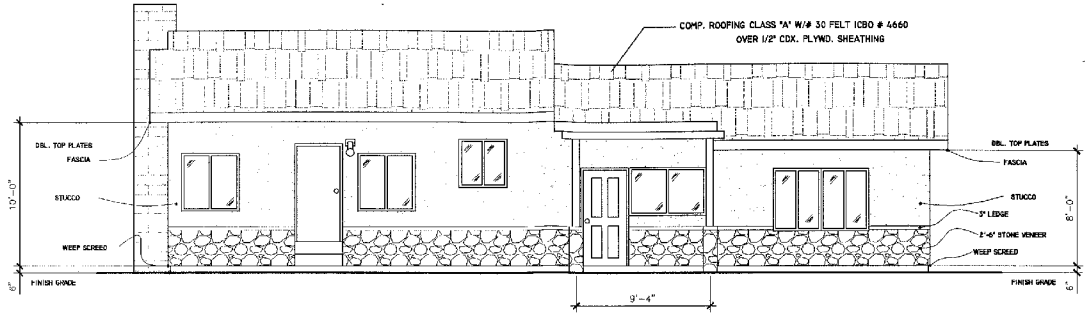

FRONT ELEVATION

SCALE: 1/4" = 1'-0"

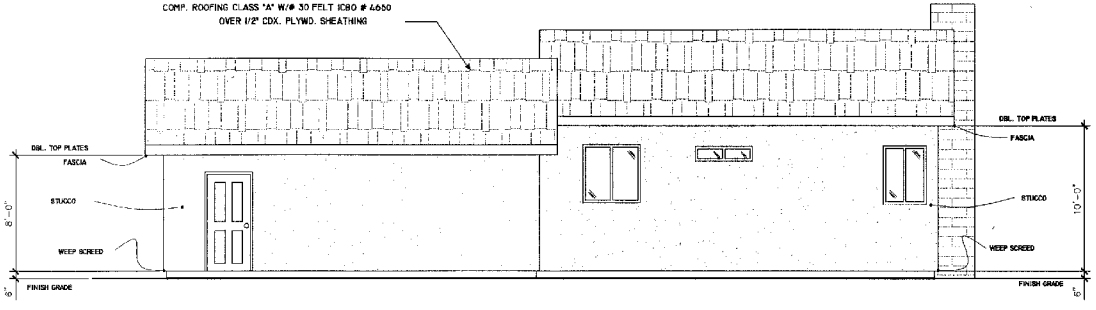

REAR ELEVATION

SCALE: 1/4" = 1'-0"

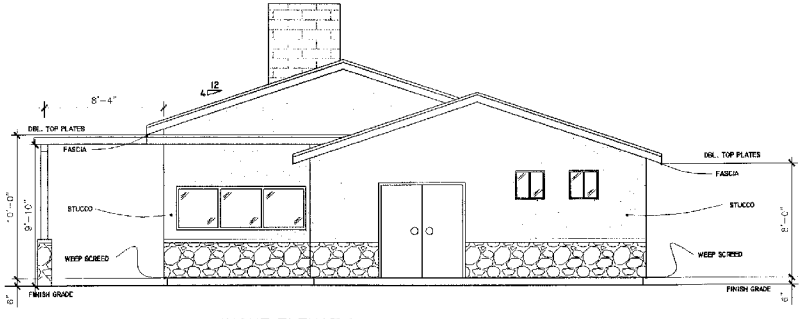

RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

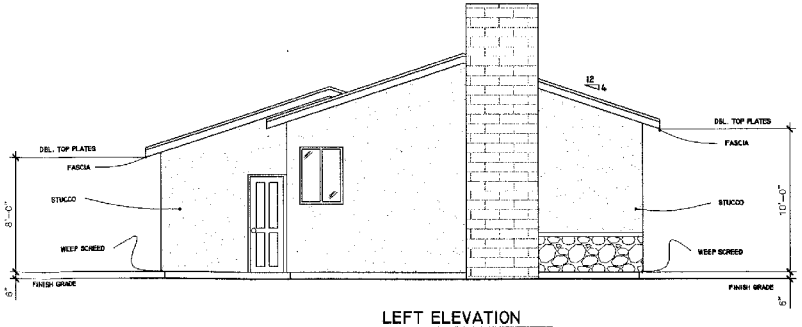

LEFT ELEVATION

SCALE: 1/4" = 1'-0"

ATTACHMENT 14

REVISIONS

NO.	DATE	BY:
△		

HOSEEIN ZAND & ASSOCIATES
5175 CHAPALA DR
RIVERSIDE, CA 92507

OFFICE ELEVATIONS

SCALE: 1/4" = 1'-0

Drawn By: SOCRATES URBINA

Date 06/8/09

Project Name and Address:
SMOG CHECK SHOP
22184 ALESSANDRO BLVD
MORENO VALLEY, CA 92553
PHONE: (951) 313-2824

JOB NO.
05-04
CASE NO.
PA08-0033 GPA
PA08-0034 CZ
PA08-0035 CUP
Sheet
3

Item No. E.1

-475-

MV00179126

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MV00179127

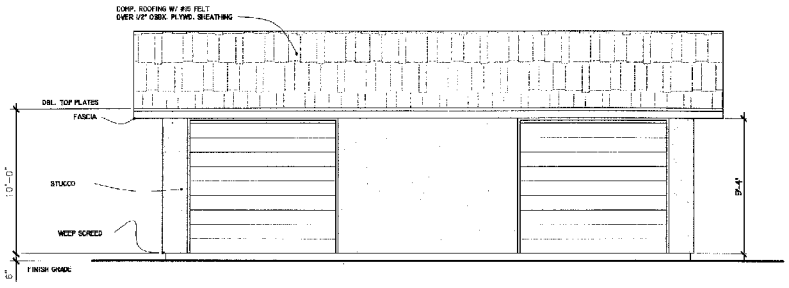

FRONT ELEVATION

SCALE: 1/4"= 1'-0"

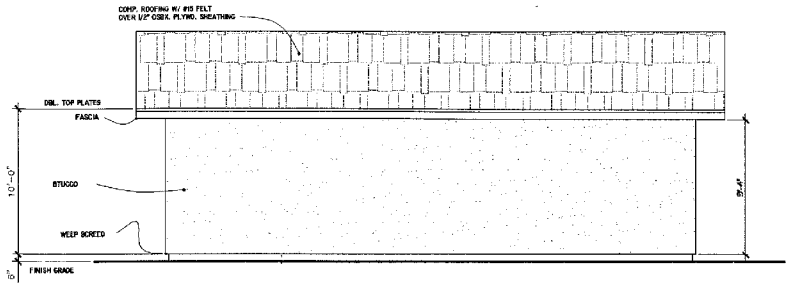

REAR ELEVATION

SCALE: 1/4"= 1'-0"

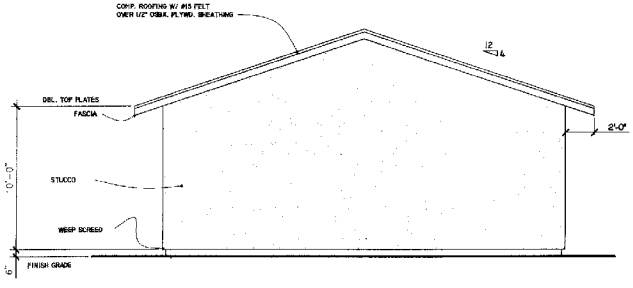

RIGHT ELEVATION

SCALE: 1/4"= 1'-0"

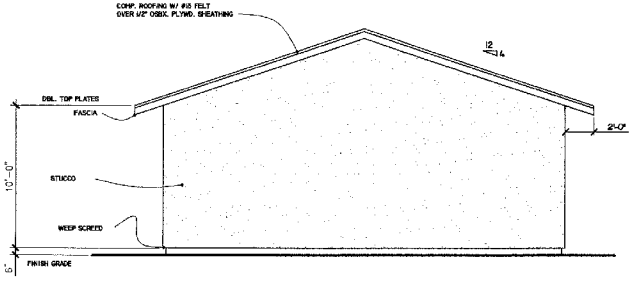

LEFT ELEVATION

SCALE: 1/4"= 1'-0"

ATTACHMENT 15

REVISIONS

NO.	DATE	BY:
△		

HOSEEIN ZAND & ASSOCIATES
5175 CHAPALA DR
RIVERSIDE, CA 92507

Item No. E.1

GARAGE ELEVATIONS

SCALE: 1/4" = 1'-0"

Drawn By: SOCRATES UREWI

Date: 06/8/05

Project Name and Address:
SMOG CHECK SHOP
22184 ALESSANDRO BLVD
MORENO VALLEY, CA 92553
PHONE: (951) 313-2824

JOB NO.
05-04
CASE NO.
PA08-0033 GPA
PA08-0034 CZ
PA08-0035 CUP
Sheet

MV00179128

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MV00179129

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: September 25, 2012

TITLE: A PUBLIC HEARING REGARDING AN APPEAL OF THE PLANNING COMMISSION'S JULY 12, 2012, APPROVAL OF PLOT PLAN PA09-0004 AND TENTATIVE PARCEL MAP NO. 36162 (PA09-0012) AND THE RELATED ENVIRONMENTAL IMPACT REPORT FOR THE VIP MORENO VALLEY PROJECT. THE PROJECT PROPOSES A 1,616,133 SQUARE FOOT WAREHOUSE DISTRIBUTION BUILDING ON APPROXIMATELY 80 ACRES. THE BUILDING INCLUDES 268 DOCK HIGH DOORS AND 44,000 SQUARE FEET OF OFFICE AREA. THE MAP WOULD COMBINE FOUR EXISTING PARCELS INTO A SINGLE PARCEL. THE PROJECT SITE IS LOCATED ON THE SOUTH SIDE OF GROVE VIEW ROAD BETWEEN PERRIS BOULEVARD AND INDIAN STREET AT THE CITY'S SOUTHERN BOUNDARY, IN THE MORENO VALLEY INDUSTRIAL AREA PLAN (SP 208). THE APPLICANT IS VOGEL ENGINEERS, INC. THE APPELLANT IS JOHNSON & SEDLACK ATTORNEYS AT LAW ON BEHALF OF RESIDENTS FOR A LIVABLE MORENO VALLEY AND THE SIERRA CLUB

RECOMMENDED ACTION

Staff recommends that the City Council conduct a public hearing for Environmental Impact Report (P11-020), Plot Plan PA09-0004, and Tentative Parcel Map 36362 (PA09-0012) and subsequent to the public hearing:

1. **APPROVE** Resolution No. 2012-77 and **CERTIFY** that the Environmental Impact Report (EIR) for the VIP Moreno Valley Project has been completed in compliance with the California Environmental Quality Act; and

2. **APPROVE** Resolution No. 2012-78 and **APPROVE** Plot Plan PA09-0004 and Tentative Parcel Map 36162 (PA09-0012), subject to the attached conditions of approval included as Exhibits A and B.

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Planning Commission at its July 12, 2012, meeting approved Planning Commission Resolution No. 2012-16 by a of 7-0 vote, certifying the Environmental Impact Report for the VIP Moreno Valley project approved Planning Commission Resolution No. 2012-17 by a of 7-0 vote, approving Plot Plan PA09-0004 and Tentative Parcel Map No. 36162 (PA09-0012).

Appeal

An appeal of the Planning Commission's approval was submitted on July 26, 2012, by Johnson & Sedlack Attorneys at Law on behalf of Residents for a Livable Moreno Valley and the Sierra Club. The appeal was received within the required 15 day appeal period. The appeal letter has been included as Attachment 18.

The letter listed the following reasons for the appeal:

- The appellant believes that the project's Environmental Impact Report (EIR) is inadequate;
- The appellant believes that the impacts under the CEQA topics of agriculture, air quality, aesthetics, biology, cultural resources, geology, hydrology, GHG's, and transportation are inadequately analyzed;
- The appellant believes that the EIR fails to adopt all feasible mitigation measures and ensure that mitigation measures are fully enforceable; and
- The appellant believes that the findings made by the City and the Statement of Overriding Considerations adopted for the project is unsupported by the record.

BACKGROUND

VIP Moreno Valley Project

The applicant, Vogel Engineers, Inc. has submitted three applications for development of the VIP Moreno Valley Project, which include a plot plan, a tentative parcel map, and an EIR, in order to develop a 1,616,133 square foot warehouse facility on an approximate 80 acre site (Assessor's Parcel Numbers 316-210-071, -073, -075 and -076) located in the Moreno Valley Industrial Area Plan (SP 208), south side of Grove View Road between Perris Boulevard and Indian Street at the City's southern boundary.

Plot Plan

The Plot Plan is for a 1,616,133 square foot warehouse distribution facility. The warehouse facility is a permitted use in the Industrial zone of the Moreno Valley Industrial Area Plan (SP #208). The east and west elevations of the building are set back 125 from the property line along Perris Boulevard and Indian Street while the truck courts on the north elevation is set back 271 feet from the property line along Grove

View Road and the south elevation is set back 261 feet from the Perris Valley Storm Channel.

The warehouse facility includes 268 loading docks with roll-up doors, truck staging and parking areas for 368 trailers within the enclosed truck court, two office areas and 589 parking spaces for employees and visitors. Proposed parking exceeds the City's minimum requirement for trucks (1 per loading dock) and meets the minimum employee/visitor parking required for a warehouse use.

The loading and truck parking areas have been placed on the northern and southern elevations of the building. The truck courts are screened by perimeter concrete tilt-up walls on the north, east and west. A chain link fence with slats is provided along the project's southern property line to screen the truck loading and parking area from the Perris Valley Storm Channel, as permitted by the Specific Plan.

The project has been conditioned to provide standard parking lot and setback landscape to include ground cover, shrubs and trees. The project's Perris Boulevard, Indian Street and Grove View Road will be developed with standard curb, gutter, parkway, and sidewalk.

Tentative Parcel Map

Tentative Parcel Map No. 36162 is proposed to combine the four parcels located within the project site into a single parcel of approximately 80 acres, as well as provide all required street dedications and utility easements.

ENVIRONMENTAL

Initial Study/Notice of Preparation

An Initial Study was completed after all discretionary applications were deemed complete. Based on the information within the Initial Study, an Environmental Impact Report (EIR) was recommended to be prepared. A Notice of Preparation for the EIR was distributed with the public comment period beginning on August 26, 2011 and ending on September 26, 2011. A public meeting to receive input on the issues to be covered by the EIR was held at City Hall on September 19, 2011.

Draft Environmental Impact Report

Subsequent to that meeting, the Draft EIR was prepared by LSA Associates, Inc. and submitted to the City and its peer consultant for review.

City staff and the peer review consultant reviewed the Draft EIR for compliance with the California Environmental Quality Act (CEQA) Guidelines and required revisions to address identified questions and concerns. After revisions were incorporated into the

document, the Draft EIR was circulated for a 45-day public review period, starting on April 20, 2012, and ending on June 4, 2012.

The Draft EIR was sent to all required State and local agencies and numerous interested parties on April 19, 2012, as well as to the City's Environmental and Historical Preservation Board. Eight comment letters were provided during the 45-day review period. An additional two letters were received after the end of the review period.

Final Environmental Impact Report

Responses to the eight comments received during the 45 day review period are included in the Response to Comments. Comment letters were received after the comment period from Eastern Municipal Water District (EMWD) and from the State Clearinghouse. These letters did not include comments on the project but were instead sent in recognition of the receipt of the Draft EIR. Responses to these letters were also provided and are included in the Final EIR.

The Response to Comments and related documents were mailed to all interested parties and responsible agencies on June 29, 2012, to allow for their review prior to Planning Commission hearing, and to meet the notice period of 10 days required by CEQA. As was the case with the Draft EIR, the draft Final EIR was provided for public review at City Hall, the City Library and posted on the City's website.

Significant and Unavoidable Impacts

Analysis presented in the EIR indicates that the proposed project will have a number of potentially significant impacts, either as direct result of the proposed project or cumulatively with other proposed projects, on agricultural resources, air quality, climate change, and traffic. The EIR includes a number of proposed mitigation measures to reduce or eliminate potential significant impacts. Even with proposed mitigation, a number of potential impacts cannot be reduced to a less than significant level. As identified in the document, the potential impacts noted impacts above are considered to be significant and unavoidable.

Although impacts to agricultural resources, air quality, climate change and traffic cannot be reduced to less than significant levels, CEQA allows a decision making body to consider a statement of overriding considerations and findings. CEQA requires the decision making agency to balance the economic, legal, social, technological or other benefits of a proposed project against its unavoidable environmental impacts when determining whether to approve the proposed project. This would include project benefits such as the creation of jobs or other beneficial project features versus project impacts that cannot be mitigated to less than significant levels. If the decision making body determines that the benefits of a proposed project outweigh the unavoidable adverse environmental effects, it may approve a statement of overriding considerations and approve the project.

Mitigation Measures

The EIR includes mitigation measures intended to reduce project-specific and cumulative impacts for Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Greenhouse Gas Emissions and Global Climate Change, Hydrology and Water Quality, Noise, and Traffic and Circulation. All other environmental effects evaluated in the EIR are considered to be less than significant without mitigation. With mitigation, anticipated impacts to Biological Resources, Cultural Resources, Geology and Soils, Hydrology and Water Quality and Noise are anticipated to be below significant thresholds.

Mitigation measures are included to reduce the environmental impacts where possible, even where the impacts could not be reduced to less than significant levels. All mitigation measures have also been included as conditions of approval for the project.

Approval and Certification

The City Council will take public testimony on the EIR and project. Before the proposed project can be acted upon, the City Council will need to review the final environmental document and either certify or reject the EIR and project Mitigation Monitoring Program.

DISCUSSION

Planning Commission Public Hearing

The day of the July 12, 2012 Planning Commission public hearing, staff received letters from the Sierra Club and Johnson & Sedlack commenting on the project EIR. Copies of the referenced correspondence were provided to the Planning Commission and have been included with the staff report as Attachments 16 and 17. Also included as Attachment 18 are responses to those letters prepared by LSA Associates, Inc. for this appeal hearing.

The public hearing for the project was conducted on July 12, 2012. Following presentation of the staff report, the environmental consulting team spoke and answered Commissioner questions related to circulation, air quality and climate change. The applicant's representative also spoke.

The environmental consultant presented information to the Planning Commission in response to concerns raised by the Sierra Club and Johnson & Sedlack in their comment letters. The focus was internal inconsistencies in the Final EIR and the related mitigation monitoring program. The consultant read into the record recommended changes to correct the inconsistencies in the Final EIR.

The applicant's representative, following some discussion with the Planning Commission, agreed to add two additional mitigation measures to the project to address

concerns raised by the Sierra Club and Johnson & Sedlack related to potential impacts under the topic of climate change. The additional measures were as follows:

- The project shall be designed and constructed to meet LEED Silver (as of July 12, 2012) or comparable design standards; and
- The building roof shall be designed and constructed to accommodate future solar panels.

The above measures have been added to the project's mitigation monitoring program included with the staff report as Exhibit B to Attachment 2.

There was one public speaker at this meeting who was supportive of the energy efficiency design of the project but still had concerns with the potential impact to air quality from future truck trips to the facility.

Following public testimony, the Planning Commissioners discussed the project, and then voted 7-0 to certify the project EIR and to approve the project subject to making corrections to the Final EIR and adding the two mitigation measures as noted above.

ALTERNATIVES

1. Approve Resolution No. 2012-77 and Certify that the Environmental Impact Report (EIR) for the VIP Moreno Valley Project has been completed in compliance with the California Environmental Quality Act, **and** approve Resolution No. 2012-78 approving Plot Plan PA09-0004 and Tentative Parcel Map 36162 (PA09-0012), subject to the attached conditions of approval included as Exhibits A and B. **Staff recommends this alternative.**

2. Do not approve Resolution No. 2012-77 and Certify that the Environmental Impact Report (EIR) for the VIP Moreno Valley Project has been completed in compliance with the California Environmental Quality Act, **and** do not approve Resolution No. 2012-78 approving Plot Plan PA09-0004 and Tentative Parcel Map 36162 (PA09-0012), subject to the attached conditions of approval included as Exhibits A and B. **Staff does not recommend this alternative**.

FISCAL IMPACT

Not applicable.

CITY COUNCIL GOALS

Not applicable.

SUMMARY

This report addresses the appeal of the Planning Commission's July 12, 2012, Certification of the VIP Moreno Valley project Final EIR and approval of Plot Plan PA09-0004 for a 1,616,133 square foot warehouse facility on 80 acres and Tentative Parcel Map No. 36162 (PA09-0012) to create a single parcel. An Environmental Impact Report has been prepared for the proposal.

NOTIFICATION

A notice was published in the newspaper and a public notice was posted at required City locations and at the project site. The Final EIR was also re-circulated 10 days in advance of the City Council public hearing to responsible agencies and interested parties that had commented on the Draft EIR.

As of the date of report preparation, staff had received no public inquiries in response to the noticing for the City Council public hearing for this project.

ATTACHMENTS/EXHIBITS

1. Public Hearing Notice
2. City Council Resolution No. 2012-77
   Exhibit A – Statement of Overriding Considerations
   Exhibit B – Mitigation Monitoring Program
3. City Council Resolution No. 2012-78
4. Exhibit A - Plot Plan Conditions of Approval
   Exhibit B – Parcel Map Conditions of Approval
4. Errata to Final EIR
5. Final EIR
6. Draft EIR
7. Color Site Plan
8. Color Elevations
9. Color and Materials Board
10. Sight Line Exhibit
11. Conceptual Landscape Plan
12. Tentative Parcel Map 36162
13. Preliminary Grading Plan
14. Screenwall and Elevations
15. Aerial Photograph
16. Letter from Sierra Club to the Planning Commission
17. Letter from Johnson & Sedlack to the Planning Commission
18. Response memo to Sierra Club and Johnson & Sedlack comment letters
19. Appeal letter from Johnson & Sedlack
20. Planning Commission minutes from July 12, 2012 meeting

Prepared By:
Jeff Bradshaw
Associate Planner

Department Head Approval:
Barry Foster
Community & Economic
Development Director

Concurred By:
John C. Terell, AICP
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

ATTACHMENT 1

Notice of PUBLIC HEARING

This may affect your property. Please read.

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Moreno Valley on the following item(s):

CASE: PA09-0004 – Plot Plan
PA09-0012 – Tentative Parcel Map No. 36162
P11-020 – Environmental Impact Report

APPLICANT: Vogel Engineers, Inc.

OWNER: Vogel Engineers, Inc.

REPRESENTATIVE: RKZ, Inc.

LOCATION: Moreno Valley Industrial Area Plan (SP 208), south side of Grove View Road between Perris Boulevard and Indian Street at the City's southern boundary.

PROPOSAL: Plot Plan for a 1,616,133 square foot warehouse distribution building to be developed on approximately 80 acres. The building includes 268 dock high doors and 44,000 square feet of office area in four potential office locations. The project is located at the City's southern boundary on the north side of the Perris Valley storm channel. Water quality features include five sandfilter basins and an infiltration swale. Tentative Parcel Map No. 36162 proposes to combine four existing parcels into a single 80 acre parcel for development of the project. An Environmental Impact Report has been prepared for the project.

ENVIRONMENTAL DETERMINATION: Environmental Impact Report

COUNCIL DISTRICT: 4

Any person interested in any listed proposal can contact the Community & Economic Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday) or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The City Council, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing.

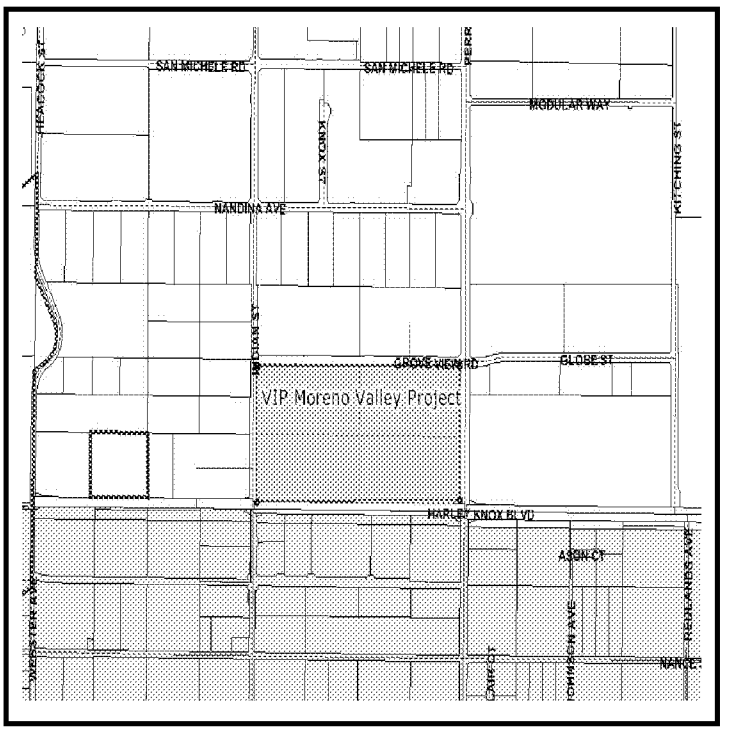

LOCATION N ↑

CITY COUNCIL HEARING

City Council Chamber, City Hall
14177 Frederick Street
Moreno Valley, Calif. 92553

DATE/TIME: September 25, 2012 at 6:30 PM

CONTACT PLANNER: Jeff Bradshaw

PHONE: (951) 413-3224

Item No. E.2

MV00179138

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MV00179139

ATTACHMENT 2

RESOLUTION NO. 2012-77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (P11-020), ADOPTION OF THE FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS, AND APPROVAL OF THE MITIGATION MONITORING PROGRAM FOR THE VIP MORENO VALLEY PROJECT, GENERALLY LOCATED IN THE MORENO VALLEY INDUSTRIAL AREA PLAN (SP 208), ON THE SOUTH SIDE OF GROVE VIEW ROAD BETWEEN PERRIS BOULEVARD AND INDIAN STREET AT THE CITY'S SOUTHERN BOUNDARY.

WHEREAS, on September 25, 2012, the City Council of the City of Moreno Valley held a public hearing to consider the Environmental Impact Report and all related environmental documentation for the proposed project, which includes a Plot Plan for a 1,616,133 square foot distribution warehouse facility on approximately 80 acres. The warehouse building includes 268 dock doors and 44,000 square feet of office area in four potential office locations. The project is located at the City's southern boundary on the north side of the Perris Valley storm channel. Water quality features include five sand filter basins and an infiltration swale. Tentative Parcel Map No. 36162 proposes to combine four existing parcels into a single 80 acre parcel for development of the project;

WHEREAS, the project includes applications for a plot plan (PA09-0004) and a tentative parcel map (PA09-0012). All the applications are related but shall not be approved unless the Environmental Impact Report (P11-020) is certified and approved.

WHEREAS, a Draft Environmental Impact Report (DEIR) was initially prepared for this project. Said DEIR was initially circulated for review on April 20, 2012, while the review period ended on June 4, 2012. A Final EIR, (including the Draft EIR and responses to comments), has been completed and is being recommended for certification, prior to the approval of discretionary permits related to the project.

WHEREAS, on September 14, 2012, the City published a notice in the local newspaper (Press Enterprise) and distributed copies of the draft Final EIR with complete responses to comments to the State Clearinghouse, local agencies and other interested parties;

WHEREAS, on September 25, 2012, the City Council held a public hearing to consider a Final EIR for this project.

WHEREAS on September 25, 2012, the City Council reviewed in full the Final EIR, the Statement of Overriding Considerations and Mitigation Monitoring Program;

WHEREAS, the draft and final EIR concerning the proposed VIP Moreno Valley Project were prepared in sufficient detail and duly circulated in compliance with the California Environmental Quality Act (CEQA), the State CEQA Guidelines and the City of Moreno Valley Rules and Procedures to Implement CEQA;

WHEREAS, the Final EIR recommended to the City Council includes all responses to comments thereon;

WHEREAS, Final EIR includes a review of potential impacts associated with the implementation of the VIP Moreno Valley Project, including, but not limited to agricultural resources, air quality, climate change and traffic;

WHEREAS, a Mitigation Monitoring Program has been completed to ensure that all of the mitigation measures outlined in the final EIR are implemented, and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the City Council of the City of Moreno Valley does hereby resolve as follows:

1. The City Council certifies that the final Environmental Impact Report (EIR) for the VIP Moreno Valley Project on file with the Community & Economic Development Department, incorporated herein by this reference, has been completed in compliance with the California Environmental Quality Act, that the City Council reviewed and considered the information contained in the final EIR and that the final EIR reflects the City's independent judgment and analysis; and

2. The City Council hereby adopts the Findings and Statement of Overriding Considerations regarding the final EIR for the VIP Moreno Valley Project, attached hereto as Exhibit A; and

3. The City Council hereby approves the Mitigation Monitoring Program for the final EIR for the proposed VIP Moreno Valley Project, attached hereto as Exhibit B.

APPROVED AND ADOPTED this 25th day of September, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Resolution No.2012-77
Date Adopted: September 25, 2012

Item No. E.2

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-77 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of September, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Resolution No.2012-77
Date Adopted: September 25, 2012

Facts, Findings and Statement of Overriding Considerations
Regarding the Environmental Effects and the Approval of the
VIP Moreno Valley Project
(State Clearinghouse No. 2011081084)

I. INTRODUCTION

The City Council of Moreno Valley (this "Council"), in certifying the EIR for the VIP Moreno Valley Project and approving Tentative Parcel Map 36162 and a Site Plan authorizing the construction of up to approximately 1,616,133 square feet of distribution warehouse space (the "Project"), makes the Findings described below and adopts the Statement of Overriding Considerations presented at the end of the Findings. The Environmental Impact Report ("EIR") was prepared by the City acting as lead agency pursuant to the California Environmental Quality Act ("CEQA"). Hereafter, unless specifically identified, the Notice of Preparation ("NOP"), Notice of Availability & Completion ("NOA/NOC"), Draft EIR ("DEIR"), Technical Studies, Final EIR containing Responses to Comments and textual revisions to the Draft EIR ("FEIR"), and the Mitigation Monitoring and Reporting Program ("MMRP") will be referred to collectively herein as the "EIR." These Findings are based on the entire record including the EIR. This Council adopts the facts and analyses in the EIR, which are summarized below for convenience.

II. PROJECT SUMMARY

A. PROJECT DESCRIPTION

1. Site Location

The Project is located in the southwest portion of the City of Moreno Valley. The Project site consists of four parcels totaling approximately 71 net acres located on the southwest corner of Perris Boulevard and Grove View Road. The Perris Valley Storm Drain Lateral B channel forms the southern boundary of the site while Indian Street forms the western boundary. The site is located approximately 1.3 miles east of I-215, 4.5 miles south of SR-60, and 1.75 miles west of Lake Perris. March Air Reserve Base is located approximately one half mile west of the Project site.

The Project site is currently vacant, consisting of gently sloping land that has been used historically for agricultural purposes but currently lies fallow. It was most recently used as a sod farm that ceased operating in August 2005. The major roads that provide access to the Project site are Perris Boulevard, Indian Street, Grove View Road, and Harley Knox Boulevard, with the nearest I-215 interchanges at Harley Knox Boulevard and Ramona Expressway.

2. Project Description

The Project would result in the construction and operation of approximately 1,616,133 square feet of distribution warehouse space on an approximately 71-acre site. The single building will be constructed with 264 vertical-lift dock-high roll up doors on the long (north and south) sides of the building to allow access for the loading and unloading of products from diesel truck/trailers. Building interiors are typically large and open to accommodate the temporary storage of the products to be distributed. The building will include a total of approximately 44,000 square feet of business office space for the management of the warehouse. Parking at the warehouse will be provided for 368 trucks and trailers as well as 589 parking stalls for passenger vehicles in accordance with City standards for light industrial uses.

The Project site is currently designated Business Park/Light Industrial in the City's General Plan. The site is zoned Industrial (I) in the Moreno Valley Industrial Area Plan (SP 208), which was originally adopted in 1989, and amended in 2001 and 2002. The proposed high-cube logistics warehouse project is consistent with the existing General Plan land use, the Moreno Valley Industrial Area Plan Specific Plan (SP 208), and zoning for the site.

3. Actions Covered by the EIR

The EIR will support the following discretionary approvals:

- Tentative Parcel Map approval (PM 36162);
- Development Plan Review and Plot Plan approval for the entire Project;
- Construction, grading, and encroachment permit approvals;
- Vacation and/or dedication of public rights-of-way and easements;

- Approval of the Final Water Quality Management Plan (WQMP); and
- Any other City of Moreno Valley approvals that may be necessary pursuant to applicable laws and regulations.

B. PROJECT OBJECTIVES

The Project Objectives include the following:

- Create employment-generating opportunities for the citizens of Moreno Valley and surrounding communities;
- Encourage industrial development and minimize conflicts with the surrounding existing uses;
- Encourage warehouse distribution services that take advantage of the area's close proximity to various freeways and transportation corridors;
- Provide the infrastructure improvements required to meet Project needs in an efficient and cost-effective manner;
- Encourage new development consistent with the capacity and municipal service capabilities;
- Provide a high density, high-quality large-scale industrial development to provide jobs for residents at a variety of income levels;
- Facilitate the efficient and cost-effective movement of goods in and through the City, which, in turn, allows the City to compete economically on a domestic and international scale;
- Provide an industrial warehouse facility that meets the substantial and unmet demands of businesses located in the City and County;
- Cluster industrial warehouse uses near efficient access points to the state highway system to reduce traffic congestion on surface streets and to reduce associated air pollutant emissions from vehicle sources;
- Implement the City's General Plan Industrial/Business Park Land Use designations that are applicable to the site;

- Accommodate new development that channels land uses in a phased, orderly manner and is coordinated with the provision of necessary infrastructure and public improvements;
- Provide new development that will assist the City in obtaining fiscal balance in the years ahead; and
- Address community circulation, both vehicular and pedestrian, utilizing available capacity within the existing circulation system, and provide fair share improvements to various future-year deficient intersections or road segments.

III. ENVIRONMENTAL REVIEW AND PUBLIC PARTICIPATION

The City has conducted an extensive review of this Project which included the DEIR, FEIR and supporting technical studies, along with a public review and comment period first during the circulation of the NOP/Initial Study and then through the circulation of the DEIR. The following is a summary of the environmental review of this Project:

- On August 26, 2011, the City circulated a Notice of Preparation ("NOP") and the Initial Study that identified the environmental issues that the City anticipated would be analyzed in the Project's DEIR to the State Clearinghouse, responsible agencies, and other interested parties.
- On September 19, 2011, the City conducted a public scoping meeting to allow members of the public to provide comments and input regarding the scope and content of the DEIR.
- The NOP public review period ran for 30 days, from August 26, 2011 to September 26, 2011. Written comments on the NOP were received from 12 different agencies, organizations, and individuals. The scope of the issues identified in the comments expressing concern included potential impacts associated with: Air Quality, Alternatives Analysis, Biological Resources, Cultural Resources/Sacred Sites, Greenhouse Gas Emissions (GHG)/Global Climate Change, Hazardous Materials/Contamination, Traffic, and Water Availability and Quality.

- Based on the Initial Study included in the DEIR in Appendix A, and comments received pursuant to the NOP, it was determined that some issues need not be addressed in depth in the DEIR because previous studies of other analyses provided sufficient information, analysis, and mitigation to conclude that there was little or no potential for significant impacts. These environmental topics included: (1) Aesthetics; (2) Biological Resources; (3) Cultural Resources; (4) Geology and Soils; (5) Hazards and Hazardous Materials; (6) Hydrology and Water Quality; (7) Land Use Planning; (8) Mineral Resources; (9) Population/Housing; (10) Public Services; (11) Recreation; and, (12) Utilities and Service Systems.

- On April 20, 2012, the NOA/NOC was filed with the Riverside County Recorder and the State Clearinghouse and the DEIR was circulated for the 45 day public review period, which ended June 4, 2012.

- The City received a total of seven (7) comment letters from public agencies; one (1) from a community organization; and two (2) from individuals. The City prepared specific responses to all comments. The responses to comments are included in Section 3.0 of the FEIR.

- On June 29, 2012 in accordance with *California Public Resources Code* Section 21092.5, the City provided written responses to public agencies that commented on the DEIR.

- On June 29, 2012, Notice of the Planning Commission hearing to consider the Project was provided in the *Press Enterprise*, a newspaper of general and/or regional circulation.

- On July 12, 20012, the City Planning Commission held a public hearing to consider the Project and staff recommendations. The Planning Commission, after considering written comments and oral testimony on the EIR, determined that no new information was presented that would require recirculation of the EIR. Following public testimony, submission of additional written comments, and staff recommendations, the City Planning Commission voted unanimously to certify the EIR, adopt Facts, Findings and the Statement of Overriding Considerations, adopt the

recommendations in the Staff Report, and approve the Project, including the PM 36162 (collectively the "Approvals").

- On July 26, 2012, an appeal letter (dated July 25, 2012) was submitted to the City by the Residents for a Livable Moreno Valley and the Sierra Club, appealing the Planning Commission's certification of the EIR and approval of the Project to the City Council.

- On September 14, 2012, an errata to the Final EIR approved by the Planning Commission dated June 27, 2012 was provided to the public that included changes to the Mitigation Monitoring and Reporting Plan approved by the Planning Commission and changes to Sierra Club Response to Comment E-9 and E-16 to clarify changes that were made to mitigation measures.

- On September 14, 2012, Notice of the City Council hearing to consider the Project was provided in the *Press Enterprise*, a newspaper of general and/or regional circulation.

- On September 25, 2012, this Council held a public hearing to consider the Project and staff recommendations. The City Council, after considering written comments and oral testimony on the EIR, determined that no new information was presented that would require recirculation of the EIR. Following public testimony, submission of additional written comments, and staff recommendations, this Council certified the EIR, adopted these Facts, Findings and the Statement of Overriding Considerations, and the further recommendations in the Staff Report, and approved the Project, including PM 36207 (collectively the "Approvals").

IV. INDEPENDENT JUDGMENT FINDING

The Applicant retained the independent consulting firm of LSA Associates, Inc. ("LSA") to prepare the EIR for the Project. LSA has prepared the EIR under the supervision, direction and review of the City with the assistance of an independent peer review (Michael Brandman Associates). The City of Moreno Valley is the Lead Agency for the preparation of the EIR, as defined by CEQA *California Public Resources Code* Section 21067 as amended. The City Council

has received and reviewed the EIR prior to certifying the EIR and prior to making any decision to approve or disapprove the Project.

Finding: The EIR for the Project reflects the City's independent judgment. The City has exercised independent judgment in accordance with *California Public Resources Code* Section 21082.1(c) (3) in directing the consultant in the preparation of the EIR, as well as reviewing, analyzing and revising material prepared by the consultant.

A. GENERAL FINDING ON MITIGATION MEASURES

In preparing the Approvals for this Project, City staff incorporated the mitigation measures recommended in the EIR as applicable to the Project. In the event that the Approvals do not use the exact wording of the mitigation measures recommended in the EIR, in each such instance, the adopted Approvals are intended to be identical or substantially similar to the recommended mitigation measure. Any minor revisions were made for the purpose of improving clarity or to better define the intended purpose of the measure.

Finding: Unless specifically stated to the contrary in these Findings, it is this Council's intent to adopt all mitigation measures recommended by the EIR which are applicable to the Project. If a measure has, through error, been omitted from the Approvals or from these Findings, and that measure is not specifically reflected in these Findings, that measure shall be deemed to be adopted pursuant to this paragraph. In addition, unless specifically stated to the contrary in these Findings, all Approvals repeating or rewording mitigation measures recommended in the EIR are intended to be substantially similar to the mitigation measures recommended in the EIR and are found to be equally effective in avoiding or lessening the identified environmental impact. In each instance, the Approvals contain the final wording for the mitigation measures.

V. ENVIRONMENTAL IMPACTS AND FINDINGS

City staff reports, the EIR, written and oral testimony at public meetings or hearings, these Facts, Findings and Statement of Overriding Considerations, and other information in the administrative record, serve as the basis for the City's environmental determination.

The detailed analysis of potentially significant environmental impacts and proposed mitigation measures for the Project is presented in Section 4.0 of the DEIR and Section 3.0 of the

FEIR. Responses to comments on the DEIR, along with copies of the comments, are provided in Section 2.0 of the FEIR. Comments on the FEIR were submitted at the Planning Commission hearing on July 12, 2012 from the Sierra Club and Johnson and Sedlack. Responses to those comments, along with copies of the comments, are also provided as attachments to the staff report to the City Council. The comments and the responses to the comments do not constitute additional significant new information that would require recirculation of the EIR.

The EIR evaluated five major environmental categories for potential impacts including Agricultural Resources, Air Quality, GHGs and Climate Change, Noise, and Transportation. Both Project-specific and cumulative impacts were evaluated. Of these five major environmental categories, this Council concurs with the conclusions in the EIR that the issues and sub issues discussed in Sections V(A) and V(B) below either are less-than-significant without mitigation or can be mitigated below a level of significance. For the remaining potential environmental impacts that cannot feasibly be mitigated below a level of significance discussed in Section V.C, overriding considerations exist which make these potential impacts acceptable to this Council.

A. LESS-THAN-SIGNIFICANT ENVIRONMENTAL IMPACTS NOT REQUIRING MITIGATION

The Moreno Valley City Council hereby finds that the following potential environmental impacts of the Project are less-than-significant and therefore do not require the imposition of mitigation measures.

1. Agricultural Resources

a. Conflict with existing zoning or a Williamson Act Contract

Potential Significant Impact: Whether the Project would conflict with existing zoning for agricultural use, or a Williamson Act contract.

Findings: Potential impacts of the Project related to conflicts with existing zoning or a Williamson Act Contract is discussed in detail in Section 4.1 of the DEIR. Based on the entire record, this Council finds that no significant impacts related to existing zoning or Williamson Act will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: As identified in Section 4.1 of the DEIR, the Moreno Valley General Plan policies and zoning designations support agriculture only as an interim use, and no land in the City is designated solely for agricultural use or for agricultural preservation. The uses proposed for the Project site are consistent with the existing underlying General Plan and Zoning designations. In addition, the Project site is not subject to a Williamson Act Contract. The Project site is not zoned for agricultural uses and is not being used for agricultural purposes. No impact would occur and no mitigation is required.

b. Conflict with/Loss of Existing Forest Land or Timberland Zoning

Potential Significant Impact: Whether the Project would conflict with existing zoning for, or cause rezoning of, forest land (as defined in *California Public Resources Code* Section 12220(g)), timberland (as defined by *California Public Resources Code* Section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g)), and whether the Project would result in the loss of forest land or conversion of forest land to non-forest uses.

Findings: Potential impacts of the Project related to conflict with/loss of existing forest land or timberland zoning are discussed in detail in Section 4.1 of the DEIR. Based on the entire record, this Council finds that no significant impacts related to loss of forest or timberland will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Section 4.1 identifies no forest or timberland resources located within the Project site nor is the Project site zoned for forest land or timberland. Implementation of the Project would not require any rezoning or General Plan Amendments as the proposed uses are consistent with the existing underlying General Plan land use designation and zoning designation. The Project would not conflict with existing forest zoning, cause rezoning of forest land, or result in the loss or conversion of forest lands to non-forest uses as no such resources exist in the City. No impacts associated with this issue would occur and no mitigation is required.

2. Air Quality

a. Air Quality Management Plan Consistency

Potential Significant Impact: Whether the Project would conflict with or obstruct implementation of the applicable air quality plan.

Findings: Potential impacts of the Project related to the applicable air quality plan are discussed in detail in Section 4.2 of the DEIR. Based on the entire record, this Council finds that development of the Project will not result in significant impacts related to inconsistencies with the applicable air quality plan and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project is consistent with, and will not impede or otherwise conflict with implementation of the Air Quality Management Plan ("AQMP"). The Project is consistent with AQMP Consistency Criterion No. 1 because it will not cause a potential increase in the frequency or severity of existing air quality violations or cause or contribute to new violations, or delay the timely attainment of air quality standards or the interim emissions reductions specified in the AQMP. The Project will not exceed the California Ambient Air Quality Standards ("CAAQS") for localized criteria pollutants during the construction phase. While operational emissions will be generated in excess of SCAQMD□s regional threshold criteria (DEIR, pg. 4.2-26), these emissions are already accounted for in the AQMP since the Project is consistent with the land uses and development intensities reflected in the City General Plan and incorporated in the adopted AQMP. Consistent with intent and provisions of the AQMP, the Project will implement all feasible mitigation, and comply with all applicable SCAQMD rules developed to reduce air pollutant emissions. The Project is also consistent with AQMP Consistency Criterion No. 2 because the extent of air pollutant emissions generated by the Project would be no greater than is reflected in the current General Plan and were incorporated in the adopted AQMP. Because the Project is consistent with the General Plan Land Use designation of Business Park/Light Industrial, it does not exceed growth projections contained in the City's General Plan, and is consistent with growth assumptions in the AQMP. (DEIR, pgs. 4.2-14 to 4.2-15) Accordingly, impacts related to consistency with the applicable air quality plan will be less-than-significant and no mitigation is required.

b. Objectionable Odors

Potential Significant Impact: Whether the Project would create objectionable odors affecting a substantial number of people.

Findings: Potential impacts of the Project related to objectionable odors are discussed in detail in Section 4.2 of the DEIR. Based on the entire record, this Council finds that development of the Project will not result in significant impacts due to objectionable odors and, therefore, no mitigation is required.

Facts in Support of the Findings: According to Section 4.2 of the DEIR, the Project does not propose land uses typically associated with emitting objectionable odors. Potential odors during Project construction may result from heavy equipment exhaust and the application of asphalt and architectural coatings. Standard construction requirements would minimize odor impacts from construction. The construction odor emissions would be temporary, short-term, and intermittent in nature and would cease upon completion of the respective phase of construction and is thus considered less than significant. Project-related operational odor sources such as vehicle exhaust and routine painting/maintenance activities are typical of industrial/commercial activities and would be localized to the immediate Project vicinity, with little or no off-site effects. Accordingly, impacts related to objectionable odors will be less-than-significant and no mitigation is required. (DEIR, pg. 4.2-15)

c. Long-Term Microscale (CO Hot Spot) Emissions

Potential Significant Impact: Whether the Project would violate any air quality standard or contribute substantially to an existing or projected air quality violation. For CO, the applicable thresholds are:

- California State one-hour CO standard of 20.0 ppm; and
- California State eight-hour CO standard of 9.0 ppm.

Findings: Potential impacts of the Project related to long-term microscale emissions are discussed in detail in Section 4.2 of the DEIR. Based on the entire record, this Council finds that development of

the Project will not result in significant impacts related to long-term microscale emissions and, therefore, no mitigation is required.

Facts in Support of the Findings: According to Section 4.2 of the DEIR, the highest one-hour CO concentration experienced at any of the intersections in the Project vicinity would not exceed the one hour CO State standard of 20 ppm. Based on the *Air Quality Analysis* prepared for the Project, the Project would contribute, at most, a 0.2 ppm increase to the one-hour CO concentrations for all scenarios. This is below the 1.0 ppm increase threshold. Also the highest eight-hour CO concentration experienced at any of the intersections in the Project vicinity would not exceed the eight-hour CO state standard of 35 ppm. Based on the Air Quality Analysis prepared for the Project, the Project would contribute, at most, a 0.2 ppm increase to the eight-hour CO concentrations for all scenarios. This is below the 0.45 ppm increase threshold. Since the Project would not exceed the one-hour or eight-hour CO concentration standards, it is reasonable to conclude that no CO hot spots would occur. Therefore, the Project would not have a significant impact on local air quality for CO and no mitigation measures would be required. (DEIR, pgs. 4.2-15 to 4.2-17)

d. Localized Operational Emissions

Potential Significant Impact: Whether the Project would violate any AAQS or contribute to an existing or projected air quality violation; or expose sensitive receptors to pollutants.

For long-term operation, the applicable localized daily thresholds are:

- 12,083 pounds per day of CO;
- 585 pounds per day of NO_X;
- 32 pounds per day of PM_{10}; and
- 14 pounds per day of $PM_{2.5}$.

Findings: Potential impacts of the Project related to localized operational emissions are discussed in detail in Section 4.2 of the DEIR. Based on the entire record, this Council finds that operations of the Project will not result in significant impacts related to localized operational emissions and, therefore, no mitigation is required.

Facts in Support of the Findings: According to Section 4.2 of the DEIR, the operational emissions rates of NO_X, CO, PM_{10}, and $PM_{2.5}$ are less than 10 percent of the LST thresholds for the applicable

pollutant. None of the criteria pollutant emissions would exceed localized thresholds during the operation of the Project. Therefore, the Project would not have a significant impact on localized operational pollutant levels and no mitigation measures would be required. (DEIR, pgs. 4.2-15 to 4.2-17)

e. Operational-Acute Health Risk

Potential Significant Impact: Whether the Project would expose sensitive receptors to substantial pollutant concentrations.

Findings: Potential impacts of the Project related to operational-acute health risks are discussed in detail in Section 4.2 of the DEIR. Based on the entire record, this Council finds that development of the Project will not result in significant impacts related to operational-acute health risks and, therefore, no mitigation is required.

Facts in Support of the Findings: According to Section 4.2 of the DEIR, exposure to diesel exhaust can have immediate health effects, such as irritation of the eyes, nose, throat, and lungs, and it can cause coughs, headaches, light headedness, and nausea. In studies with human volunteers, diesel exhaust particles made people with allergies more susceptible to the materials to which they are allergic, such as dust and pollen. Exposure to diesel exhaust also causes inflammation in the lungs, which may aggravate chronic respiratory symptoms and increase the frequency or intensity of asthma attacks. However, according to the rulemaking on *Identifying Particulate Emissions from Diesel-Fueled Engines as a Toxic Air Contaminant* (ARB 1998)[1], the available data from studies of humans exposed to diesel exhaust are not sufficient for deriving an acute non-cancer health risk guidance value. While the lung is a major target organ for diesel exhaust, studies of the gross respiratory effects of diesel exhaust in exposed workers have not provided sufficient exposure information to establish a short-term non-cancer health risk guidance value for respiratory effects. Therefore, the potential for short-term acute exposure from diesel exhaust are considered to be less than significant and no mitigation is required. (DEIR, pg. 4.2-18)

[1] http://www.arb.ca.gov/regact/diesltac/diesltac.htm, accessed August 30, 2012.

f. Operational-Chronic Health Risk

Potential Significant Impact: Whether the Project would expose sensitive receptors to substantial pollutant concentrations.

For Maximum Individual Cancer Risk, the applicable thresholds are:

- An increased cancer risk greater than 10 in 1 million (1.0×10^{-5}) at any receptor location; or

For non-cancer chronic hazard indices (HI); the applicable threshold is:

- A cumulative increase for any target organ system exceeding 1.0 at any receptor location.

Findings: Potential impacts of the Project related to operational-chronic health risks are discussed in detail in Section 4.2 of the DEIR. Based on the entire record, this Council finds that development of the Project will not result in significant impacts related to operational-chronic health risks and, therefore, no mitigation is required.

Facts in Support of the Findings: According to Section 4.2 of the DEIR, a screening level health risk assessment was performed for the operational emissions associated with the Project based on the SCAQMD's *Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis* guidance. The operations expected to occur at this facility will not emit any toxic chemicals in any significant quantity other than vehicle exhaust. While there may be other toxic substances in use on site, compliance with state and federal handling regulations will bring emissions to below a level of significance. The nearest residences (approximately 1,000 feet) would experience a cancer risk of 6.6 in 1 million, which is below the 10 in 1 million threshold. The nearest residences would also experience a chronic hazard index of 0.0041, which is below the 1.0 threshold. The peak off-site worker cancer risk level is 4.5 in a million, which is also below the 10 in 1 million threshold. Chronic hazard index for the peak off-site worker would be 0.0029, which is below the 1.0 threshold. Since the operational phase of the Project would not exceed any of the operational related health risk assessment thresholds, a less than significant impact would occur and no mitigation is required. (EIR, pgs. 4.2-18 to 4.2-19)

3. Climate Change and Greenhouse Gas Emissions

a. Greenhouse Gas Plan, Policy, Regulation Consistency

Potential Significant Impact: Whether the Project would conflict with any applicable plan, policy, or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases.

Findings: Potential impacts of the Project related to greenhouse gas plan, policy, and regulation consistency are discussed in detail in Section 4.3 of the DEIR. Based on the entire record, this Council finds that development of the Project will not result in significant impacts related to greenhouse gas plan, policy, or regulation consistency and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project would implement appropriate GHG reduction strategies and would ensure that it does not conflict with or impede implementation of reduction goals identified in AB 32, Governor's Executive Order S-3-05, and other strategies to help reduce GHG levelsTherefore, the Project would not conflict with any applicable plan, program, policy, or regulation related to the reduction of GHG emissions resulting in a less than significant impact. (DEIR, pgs. 4.3-16 to 4.2-21)

4. Noise

a. Airport Noise

Potential Significant Impacts: Whether a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would results in exposure of people residing or working in the project area to excessive noise levels. Or if a project within the vicinity of a private airstrip, would expose people residing or working in the project area to excessive noise levels.

Findings: Potential impacts of the Project relating to airport noise are discussed in detail in Section 4.4 of the DEIR. Based on the entire record, this Council finds that no significant impacts related to airport noise will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: According to Section 4.4 of the DEIR, the nearest airport is the March Air Reserve Base, which is located approximately 0.75 mile northwest of the Project site. The

Project is not identified as being within the noise or safety contours delineated for the March Air Reserve Base Airport. While the Project is located within two miles of a public airport, it is outside of the 60 dBA CNEL contour of the March Air Reserve Air Base, and therefore, the Project would not have the potential to expose people working on the Project site to excessive noise levels from airport operations as the Project site is located outside of the noise and safety contours of March Air Reserve Base. A less than significant impact would occur with implementation of the Project. Additionally, the Project site is not located within the vicinity of a private airstrip; therefore, no impact associated with this issue would occur and no mitigation is required. (DEIR, pgs. 4.4-9 to 4.4-10)

b. Ground-Borne Vibrations

Potential Significant Impact: Whether the Project would result in exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels.

Findings: Potential impacts of the Project relating groundborne vibration and groundborne noise are discussed in detail in Section 4.4 of the DEIR. Based on the entire record, this Council finds that no significant impacts related to ground-borne vibration and groundborne noise will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: According to Section 4.4 of the DEIR, the Project does not propose activities or uses that would result in long-term substantial or even perceptible vibration levels. The Project site is not located near steel-wheeled trains. Additionally, roadways in the project area are either paved or would be paved and would not result in traffic driving over rough roads. Construction activities for the project site do not include blasting or pile driving. The primary vibratory source during the construction of the Project would be large bulldozers. Based on published data, typical bulldozer activities generate an approximate vibration level of 0.089 in/sec at a distance of 25 feet. At the distance of the nearest residence to the project boundary (approximately 1,000 feet) the estimated vibration level would not be discernible. While heavy-duty earthmoving equipment would be used during the construction phase of the project, the level of vibration would not be excessive or permanent, nor would it exceed the level at which building damage typically occurs. Therefore, impacts from construction-related groundborne vibration construction would be less than significant and no mitigation is required. (DEIR, pg. 4.4-10)

c. Long-Term Traffic Noise

Potential Significant Impact: Whether the project would result in a substantial temporary, periodic, and/or permanent increase in ambient noise levels in the project vicinity above levels existing without the project.

Findings: Potential impacts of the Project related to long-term noise are discussed in detail in Section 4.4 of the DEIR. Based on the entire record, this Council finds that no significant impacts related to long-term noise will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: According to Section 4.4 of the DEIR, project-related traffic noise level increases would be 0.8 dBA or less along all roadway segments analyzed. Noise level increases within this range are small and are not perceptible by the human ear. Therefore, no significant traffic noise impacts would occur to off-site land uses with implementation of the Project. Also the proposed warehouse distribution center uses would not be impacted by the projected 75 dBA CNEL noise contour from Indian Street (within 50 feet of the roadway centerline), Oleander Avenue (within 50 feet of the roadway centerline), or Perris Boulevard (98 feet from the roadway centerline) in 2035. Therefore, noise levels at the on-site uses are below the City's 75 dBA CNEL noise standard for industrial uses. No significant noise impacts to on-site industrial uses would occur and no mitigation measures are required. (DEIR, pgs. 4.4-10 to 4.4-13)

d. Long-Term Operational Noise

Potential Significant Impact: Whether the project would cause exposure of persons to or generation of noise levels in excess of standards established in the City of Moreno Valley General Plan, Moreno Valley Municipal Code, or applicable standards of other agencies.

Findings: Potential impacts of the Project related to long-term operational noise are discussed in detail in Section 4.4 of the DEIR. Based on the entire record, this Council finds that no significant impacts related to long-term operational noise will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The nearest existing sensitive receptors in the vicinity of the project site are rural residential uses located along Nandina Avenue approximately 1,000 feet north of the project's northern boundary. There are also nonconforming residential dwelling units within commercial and industrial uses on property zoned for commercial or industrial uses approximately

0.5 mile southwest of the project site on the south side of Oleander Avenue between Heacock Street and Patterson Avenue.

The warehouse distribution use has loading docks on the north and south sides of the building, more than 1,000 feet from the existing residences to the north. Noise associated with loading/unloading activities would potentially affect these existing residential uses. Other on-site, noise-producing activities may include traffic and activity within the parking lot (load talking, horn blowing, vehicle door slamming, truck idling, etc.). Although individual activity may generate relatively high and intermittent noise, when added to the typically lower ambient noise and averaged over a longer period of time, the cumulative noise level would be much lower and less than the City's exterior noise standards at the nearest noise-sensitive land uses, and would be considered to have a less than significant impact. (DEIR, pg. 4.4-14)

The project would have rooftop heating, ventilating, and air conditioning (HVAC) equipment, as well as ground floor garbage compactors. Rooftop HVAC units generate noise levels of approximately 62 dBA at 50 feet. The closest noise-sensitive land uses are existing residences which are located more than 1,000 feet to the north from the nearest potential on-site rooftop HVAC equipment location. With the effect of distance divergence, noise generated by HVAC equipment would be reduced by 26 dBA at the closest residences when compared with the noise level measured at 50 feet. Additionally, the roof edge (parapet) creates a noise barrier that reduces noise levels from rooftop HVAC units by an additional 3 to 5 dBA or more for ground floor receptors. Because of the attenuation achieved, nearest residences located to the north of the project site would be exposed to an exterior noise level of 33 dBA L_{max} or lower. This range of noise levels is substantially lower than traffic noise on roadways in the project vicinity and the truck movement and loading/unloading noise. Therefore, because the City's exterior noise standard of 60 dBA L_{dn}/CNEL for HVAC equipment in residential district (Planning and Zoning Code, Chapter 9.03.040) would not be exceeded at the nearest sensitive noise receptors, no significant noise impact resulting from the operation of rooftop HVAC equipment would occur and no mitigation is required. (DEIR, pg. 4.4-15)

Garbage compactors generate approximately 70 dBA L_{max} at 6 feet. With the effect of distance divergence, noise generated by garbage compactors would be reduced to 26 dBA L_{max} or lower at the closest residences. Because the City's exterior noise standard of 60 dBA L_{max} during the day and 55 dBA L_{max} during the night would not be exceeded, no significant noise impacts from the on-site

garbage compactors would occur. In the absence of any significant impact, no mitigation is required. (DEIR, pg. 4.4-15)

It is anticipated that the proposed uses would have some sort of speaker system at the truck loading docks. Typical loud speakers generate a sound level of 75 dBA L_{max} at 50 feet. With the distance attenuation of 26 dBA the speaker noise at the nearest residences will be at or below 49 dBA L_{max}. This range of maximum noise levels is lower than the City's nighttime exterior noise standards of 55 dBA L_{max} standard. Therefore, noise associated with loading dock speakers at the proposed warehouse buildings would not result in noise levels exceeding the typical daytime or nighttime noise standards at the nearest residences to the southeast and no mitigation measures are required. (DEIR, pg. 4.4-15)

The typical maximum allowable interior noise levels for residential uses are 45 dBA between 10:01 p.m. and 7:59 a.m. and 50 dBA between 8:00 a.m. and 10:00 p.m. Typical southern California homes with windows open would achieve up to 12 dBA in exterior to interior noise reduction. When windows are closed, the noise attenuation increases to 24 dBA. Additionally, distance divergence of 1,000 feet provides 26 dBA of noise attenuation. Interior noise levels at the nearest residential homes to the north, attributable to loading/unloading activities from the nearest on-site loading areas, would be reduced to 37 dBA L_{max} with windows open and to 25 dBA L_{max} with windows closed. This range of noise level is compatible with or lower than typical household activity noise. Therefore, no significant interior noise impacts for the nearest sensitive receptors would occur and no mitigation is required. (DEIR, pg. 4.4-16)

5. Transportation

a. Design Features or Incompatible Uses

Potential Significant Impact: Whether the Project would substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Findings: Potential impacts of the Project related to design features or incompatible uses are discussed in detail in Section 4.5 of the DEIR. Based on the entire record, this Council finds that no significant impacts related to the design features or incompatible uses will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: According to Section 4.5 of the DEIR, the design of roadways must provide adequate sight distance and traffic control measures. This provision is normally realized through roadway design to facilitate roadway traffic flows. Roadway improvements in and around the Project site would be designed and constructed to satisfy all City requirements for street widths, corner radii, intersection control as well as incorporate design standards tailored specifically to site access requirements.

The final design of all roadways and intersections within the Project site access would be reviewed by a licensed professional civil engineer to ensure adequate safety when traveling to and from the Project site. The Project circulation plan does not include any sharp curves or dangerous intersections in its design. Adherence to applicable existing requirements of the City of Moreno Valley consistent with the City's Circulation Element Objectives 5.1 (create a safe, efficient, and neighborhood-friendly street system), 5.5 (maximize efficiency of the local circulation system by using appropriate policies and standards to design, locate, and size roadways), and 5.11 (eliminate obstructions that impede safe movement of vehicles, bicyclists, and pedestrians) and other agencies would reduce impacts associated with this issue to a less than significant level and no mitigation is required. (DEIR, pgs. 4.4-15 to 4.4-16)

b. Inadequate Emergency Access

Potential Significant Impact: Whether the Project would result in inadequate emergency access.

Findings: Potential impacts of the Project related to inadequate emergency access are discussed in detail in Section 4.5 of the DEIR. Based on the entire record, this Council finds that no significant impacts related to inadequate emergency access will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: According to Section 4.5 of the DEIR, the developers of the Project would be required to design, construct, and maintain structures, roadways, and facilities to provide for adequate emergency access and evacuation. Construction activities, which may temporarily restrict vehicular traffic, would be required to implement adequate and appropriate measures to facilitate the passage of persons and vehicles through/around any required road closures. The Project design would be submitted to and approved by the City's Fire and Police Departments prior the issuance of building permits. Adherence to applicable existing requirements of the City of

Moreno Valley and other agencies would reduce impacts associated with this issue to a less than significant level and no mitigation is required. (DEIR, pg. 4.4-16)

c. Alternative Transportation

Potential Significant Impact: Whether the Project would conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities.

Findings: Potential impacts of the Project related to alternative transportation are discussed in detail in Section 4.5 of the DEIR. Based on the entire record, this Council finds that no significant impacts related to alternative transportation will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: According to Section 4.5 of the DEIR, the design of the Project would be required to adhere to applicable City of Moreno Valley standards that support and/or facilitate alternative modes of transportation, including but not limited to pedestrian pathways and sidewalks consistent with the City's Circulation Element Objective 5.8 (encourage development of an efficient public transportation system for the entire community). Through the City's project review process, policies, plans, and/or programs supporting alternative transportation would be reviewed and incorporated as applicable. Consequently, a less than significant impact would occur as a result of the Project and no mitigation is required. (DEIR, pgs. 4.4-16 to 4.4-17)

d. Air Traffic Patterns

Potential Significant Impact: Whether the Project would increase or otherwise affect existing air traffic patterns.

Findings: Potential impacts of the Project related to air traffic patterns are discussed in detail in Section 4.5 of the DEIR. Based on the entire record, this Council finds that no significant impacts related to any change in air traffic patterns will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: According to Section 4.5 of the DEIR, airport facilities within the vicinity of the Project site include the March Air Field, which is part of the March Air Reserve Base (MARB). The Project site is located approximately 0.75 mile east of March Air Field and is entirely within Airport Influence Area II. As part of the standard process for development within Airport

Influence Areas for MARB, projects are required to be reviewed by the ALUC for consistency with the ALUP. As a standard condition imposed during ALUC reviews, developments located within the boundaries of Influence Area III are required to provide avigation easements. To ensure consistency with the ALUC recommendations is maintained, avigation easements will be required as part of a condition of approval for the Project site. Development that would occur within Airport Influence II of MIP would not include any features that would alter air traffic patterns or the level of air traffic at the MIP; therefore, a less than significant air traffic safety impact would occur and no mitigation is required. (DEIR, pgs. 4.4-17 to 4.4-18)

B. ENVIRONMENTAL IMPACTS MITIGATED TO A LEVEL OF LESS-THAN-SIGNIFICANT

California Public Resources Code Section 21081 states that no public agency shall approve or carry out a project for which an EIR has been completed which identifies one or more significant effects unless the public agency makes one or more of the following findings:

I. Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

II. Those changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can and should be, adopted by that other agency.

III. Specific economic, legal, social, technological, or other considerations make infeasible the mitigation measures or alternatives identified in the EIR, and overriding economic, legal, social, technological, or other benefits of the Project outweigh the significant effects on the environment.

Certain of the following issues from the environmental categories analyzed in the EIR, including biological resources, paleontological resources, geology and soils, hydrology and water quality, noise (short-term construction), and transportation (local intersections and roadways) were found to be potentially significant, but can be mitigated to a less-than-significant level with the imposition of mitigation measures. This Council hereby finds pursuant to *California Public Resources Code* Section 21081 that all potentially significant impacts listed below can and will be mitigated to below a level of significance by imposition of the mitigation measures in the EIR; and

that these mitigation measures are included as Conditions of Approval and set forth in the MMRP adopted by this Council. Specific findings of this Council for each category of such impacts are set forth in detail below.

1. Biological Resources

a. Adverse Effects to Sensitive or Special Status Species

Potential Significant Impact: The EIR evaluated and concluded that the Project could have an adverse effect on candidate, sensitive, or special status species.

Finding: Implementation of the following mitigation measures will reduce the potential adverse impacts to sensitive or special status species to less than significant:

Mitigation Measure BIO-1: *No more than 72 hours prior to initiation of ground-disturbing activities, a pre-construction survey shall be completed by a qualified biologist. The survey will identify special status avian species (if any) within the area of intended disturbance. In the event no special status avian species are identified within the limits of disturbance, no further mitigation is required. In the event such species are identified within the limits of ground disturbance, Mitigation Measure BIO-3 shall apply.*

Mitigation Measure BIO-2: *No more than 72 hours prior to initiation of ground-disturbing activities, a pre-construction burrowing owl survey shall be completed by a qualified biologist for the planned disturbance area. The pre-construction burrowing owl surveys may be conducted as part of the survey required in Mitigation Measure BIO-1. A report detailing the findings of the pre-construction survey shall be submitted to the City prior to the initiation of ground-disturbing activities. In the event no burrowing owls are identified within the limits of ground disturbance, no further mitigation is required. In the event burrowing owls are identified within the limits of ground disturbance, Mitigation Measures BIO-3 and BIO-4 shall apply.*

Mitigation Measure BIO-3: *If nesting special status avian or burrowing owl species are determined to occupy a proposed area of disturbance, no construction*

activity shall take place within 500 feet of an active nest/burrow until it has been determined that the nest/burrow is no longer active, and all juveniles have fledged the nest/burrow.

Mitigation Measure BIO-4: *If active burrowing owl burrows are detected outside the breeding season, then passive and/or active relocation may be approved following consultation with the CDFG and/or USFWS. One-way doors may be installed as part of a passive relocation program. Burrowing owl burrows shall be excavated with hand tools by a qualified biologist when determined to be unoccupied, and backfilled to ensure that animals do not re-enter the holes/dens.*

Facts in Support of the Finding: According to Section 2.5.2 of the DEIR, the site is characterized as a regularly disked field that supports little to no standing vegetation and is not located within a Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) Criteria Area. However, the site is located in an area that requires habitat assessments for burrowing owl, five Narrow Endemic Plant Species (NEPS), and nine Criteria Area Plant Species (CAPS) in accordance with the MSHCP. During the habitat assessment surveys and focused surveys no sign of burrowing owls were observed. The Project site is not an optimal habitat for burrowing owl. However, because burrowing owls have been known to occur on land that has been disturbed and are considered a mobile and opportunistic species, implementation of **Mitigation Measures BIO-1 through BIO-4** are necessary to reduce the potential impact to less than significant. The five NEPS and nine CAPS were not observed during the general survey (February 2007) and focused surveys (May, June, and July 2009) conducted on site. Overall, the Project site lacks suitable habitat for these species due to historic agricultural activities. Nonetheless, focused surveys were conducted to cover the four depressed areas and the ditch. No special status plants were observed during the focused surveys. Because of the absence of members of the species and suitable habitat, a less than significant impact to other special status plants would occur. (DEIR, pg. 2-9)

2. Cultural Resources

a. Directly or Indirectly Destroy a Unique Paleontological Resource or Site or Unique Geologic Feature

Potential Significant Impact: The EIR evaluated and concluded that the Project could have an adverse effect on significant fossil resources.

Finding: Implementation of the following mitigation measures will reduce the impact to unique paleontological resources and site or unique geological features to less than significant:

Mitigation Measure CUL-1: *Prior to construction involving excavation four feet or more below existing surface grade, the construction contractor shall provide evidence that a qualified paleontologist has been retained, and that the paleontologist(s) shall be present during all grading and other significant ground-disturbing activities that reach four feet or more below existing surface grade. In the event fossiliferous deposits are encountered, the following measures shall be implemented:*

- *Monitoring shall be conducted by qualified paleontological monitor(s) of excavation in areas identified as likely to contain paleontological resources, including undisturbed older Pleistocene alluvium. Paleontological monitors shall be equipped to salvage fossils as they are unearthed, to avoid construction delays, and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates. Monitors shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens. Monitoring may be reduced if the potentially fossiliferous units are determined upon exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources.*

- *Paleontological monitoring of any earthmoving will be conducted by a monitor, under direct guidance of a qualified paleontologist. Earthmoving in areas of the parcel where previously undisturbed sediments are buried, but not otherwise disturbed, will not be monitored.*

- *Preparation of recovered specimens to a point of identification and permanent preservation, including washing of sediments to recover small invertebrates and vertebrates.*
- *Identification and curation of specimens into a professional, fully accredited museum repository with permanent retrievable storage. The paleontologist must have a written repository agreement in hand prior to the initiation of mitigation activities.*
- *Preparation or a report of findings with and appended itemized inventory of specimens. The report and report and inventory, when submitted to the City of Moreno Valley along with confirmation of the curation of recovered of recovered specimens into an established, accredited museum repository, will signify completion of the program to mitigate impacts to paleontological resources.*

Facts in Support of the Finding: Based on the paleontological resources analysis contained in Section 2.5.3 of the DEIR, the site has a high potential to contain significant fossil resources due to the presence of early to middle Pleistocene alluvial fan deposits. These resources have the potential for being unearthed and damaged during grading and construction activities and are estimated to lie at approximately 4 feet below ground surface. Construction and grading of the Project site will result in soil disturbance below 4 feet, which may unearth previously undetected subsurface paleontological resources. **Mitigation Measure CUL-1** has been identified to reduce the significance of paleontological resource impacts. Adherence to this measure would reduce impacts to paleontological resources to a less than significant level. (DEIR, pgs. 2-12 to 2-13)

3. <u>Geology and Soils</u>

a. Unstable Soils

Potential Significant Impact: The EIR evaluated and concluded that the Project site could experience soil shrinkage during excavation and recompaction.

Finding: Implementation of the following mitigation measures will reduce the potential impact of lateral spreading, subsidence, and collapse to less than significant:

Mitigation Measure GEO-1: *Prior to the issuance of grading permits, any existing low density soils and/or saturated soils shall be removed to competent natural soil under the inspection of the Soils Engineering Firm. After the exposed surface has been cleansed of debris and/or vegetation, it shall be scarified until it is uniform in consistency, brought to the proper moisture content and compacted to a minimum of 90 percent relative compaction (in accordance with ASTM: D-1557). In any area where a transition between fill and native soil or between bedrock and soil are encountered, additional excavation beneath foundations and slabs will be necessary in order to provide uniform support and avoid differential settlement of the structure.*

The on-site soils or approved import soils may be utilized for the compacted fill, provided they are free of any deleterious materials and shall not contain any rocks, brick, asphaltic concrete, concrete, or other hard materials greater than eight inches in maximum dimensions. Any import soil must be approved by the Soils Engineering firm a minimum of 24 hours prior to importation to the site.

The approved fill soils shall be placed in layers not in excess of six inches in thickness. Each lift shall be uniform in thickness and thoroughly blended. The fill soils shall be brought to within 2 percent of the optimum moisture content, unless otherwise specified by the Soils Engineering firm. Each lift shall be compacted to a minimum of 90 percent relative compaction (in accordance with ASTM: D-1557) and approved prior to the placement of the next layer of soil. Compaction tests shall be obtained at the discretion of the Soils Engineering firm but to a minimum of one test for every 500 cubic yards placed and/or for every two feet of compacted fill placed.

The minimum relative compaction shall be obtained in accordance with accepted methods in the construction industry. The final grade of the structural areas shall be in a dense and smooth condition prior to placement of slabs-on-grade or pavement areas. No fill soils shall be

placed, spread, or compacted during unfavorable weather conditions. When the grading is interrupted by heavy rains, compaction operations shall not be resumed until approved by the Soils Engineering firm.

Facts in Support of the Finding: Section 2.5.4 of the DEIR included a geotechnical analysis that performed in-place soil density tests, which revealed that soil shrinkage that may occur would be approximately 10 percent to 15 percent due to excavation and recompaction. This is based on the assumption that the fill would be compacted to 90 percent of the dry density per ASTM standards. As a result subsidence is estimated at 0.2 feet due to earthwork operations. Impacts are considered potentially significant and mitigation measures are required. The geotechnical analysis determined that there is no potential for landslides or liquefaction. Additionally, potential impacts related to lateral spreading would be reduced to less than significant level through adherence to the California Building Code. **Mitigation Measure GEO-1** would reduce potential impacts associated with unstable soils to a less than significant level. (DEIR, pgs. 2-15 to 2-16)

b. Expansive Soils

Potential Significant Impact: The EIR evaluated and concluded that expansive soils could occur.

Finding: Implementation of the following mitigation measures will reduce to potential impact of expansive soils to less than significant:

Mitigation Measure GEO-2: *Prior the issuance of grading permits, the project proponent shall inform the project engineers, architects, owner, maintenance personnel, and other interested parties of the Expansive Soil Guidelines provided in the project's geotechnical analysis [Geotechnical Engineering Investigation Proposed Industrial Development Southwest Corner of Perris Boulevard and Grove View Road Moreno Valley, California, NorCal Engineering, March 7, 2007]. The recommendations identified in the project's Expansive Soil Guidelines shall be implemented by the project engineers, architects, owner, maintenance personnel, and other interested parties in the applicable design guidelines. Applicable design guidelines shall be included and implemented in the project's grading plans.*

Facts in Support of the Finding: According to Section 2.5.4 of the DEIR, soils on site include Exeter sandy loam, 0–2 percent slopes (EnA), Exeter sandy loam, deep (EpA), Exeter very fine sandy loam (EwB), Exeter very fine sandy loam, deep (EyB), Greenfield sandy loam (GyA), Ramona sandy loam (RaA), Ramona very fine sandy loam (ReC2), and Travor loamy fine sand, eroded (Tp2). As detailed in the Project's geotechnical analysis, expansive soils were observed on the Project site. Exploratory trenches revealed the existing earth materials on site to consist of a disturbed soil/fill and natural soil. A fill/disturbed natural soil classifying as a brown, sandy to clayey silt to a silty sand was encountered across the site and ranged in depth from 1 foot to 1½ feet. These soils were noted to be soft to loose and damp. An undisturbed alluvium soil classifying as a brown sandy to clayey silt to a silty sand was encountered beneath the disturbed top soils and fill. These native soils were noted to be firm to stiff, medium dense to dense, and moist. Development of the Project site would be required to adhere to California Building Code and City design and engineering standards. However, because expansive soils are present on site, impacts associated with this issue are potentially significant and mitigation measures are required. **Mitigation Measure GEO-2** would reduce potential impacts associated with expansive soils to a less than significant level. (DEIR, pgs. 2-16 to 2-17)

4. <u>Hydrology and Water Quality</u>

a. Water Quality Standards and Waste Discharge Requirements

Potential Significant Impact: The EIR evaluated and concluded that the Project could violate water quality or waste discharge requirements, substantially increase the rate of surface runoff causing flooding, create substantial additional sources of polluted runoff, or otherwise substantially degrade water quality.

Finding: Implementation of the following mitigation measures will reduce the potential impacts related to compliance with water quality standards and waste discharge requirements to less than significant:

Mitigation Measure HYD-01: *Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall provide evidence to the City that a Notice of Intent (NOI) with the Regional Water Quality Control Board has been filed to be covered under the State NPDES General Construction Permit for discharge of stormwater associated with construction activities.*

Mitigation Measure HYD-02: *Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall submit to the State Water Quality Control Board, a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall include a surface water control plan and erosion control plan citing specific measures to control on-site and off-site erosion during the entire grading and construction period. Additionally, the SWPPP shall identify structural and nonstructural BMPs to control sediment and non-visible discharges from the site. BMPs to be implemented in the SWPPP may include but shall not be limited to the following:*

- *Sediment discharges from the site may be controlled by the following: gravel bags, silt fences, straw wattles and temporary debris basins (if deemed necessary), and other discharge control devices. The construction and condition of the BMPs will be periodically inspected during construction, and repairs will be made when necessary as required by the SWPPP.*
- *Materials that have the potential to contribute non-visible pollutants to stormwater must not be placed in drainage ways and must be contained, elevated, and placed in temporary storage containment areas.*
- *All loose piles of soil, silt, clay, sand, debris, and other earthen material shall be protected in a reasonable manner to eliminate any discharge from the site. Stockpiles will be surrounded by silt fences.*
- *The SWPPP will include inspection forms for routine monitoring of the site during the construction phase to ensure NPDES compliance.*
- *Additional BMPs and erosion control measures will be documented in the SWPPP and utilized if necessary.*

- *The SWPPP will be kept on site for the entire duration of project construction and will also be available to the local RWQCB for inspection at any time.*

In the event that it is not feasible to implement the above BMPs, the City of Moreno Valley can make a determination that other BMPs will provide equivalent or superior treatment either on or off site.

Mitigation Measure HYD-03: Prior to the issuance of grading permits, the project proponent shall provide evidence to the City that the following provisions have been added to construction contracts for the project:

- *The Construction Contractor shall be responsible for performing and documenting the application of BMPs identified in the SWPPP. Weekly inspections shall be performed on sediment control measures called for in the SWPPP. Monthly reports shall be maintained by the Contractor and submitted to the City for inspection. In addition, the Contractor will also be required to maintain an inspection log and have the log on site to be reviewed by the City of Moreno Valley and the representatives of the Regional Water Quality Control Board.*

Mitigation Measure HYD-04: Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall receive approval from the City of Moreno Valley for a Final Water Quality Management Plan (F-WQMP). The F-WQMP shall specifically identify pollutants of concern, site design, source control, and treatment control BMPs that shall be used on site to control predictable pollutant runoff in order to reduce impacts to water quality to the maximum extent practicable.

Facts in Support of the Finding: According to Section 2.5.6 of the DEIR, development of the Project is required to obtain coverage under an NPDES permit, which includes the submittal of a Notice of Intent (NOI) application to the State Water Resources Control Board (SWRCB), the receipt of a Waste Discharge Identification Number (WDID) from SWRCB, and the preparation of an SWPPP for construction wastewater discharges. During the construction period, the Project would

use a series of Best Management Practices (BMPs) to reduce erosion and sedimentation. These measures may include the use of gravel bags, silt fences, hay bales, check dams, hydroseed, and soil binders. The construction contractor would be required to operate and maintain these controls throughout the duration of on-site activities. In addition, the construction contractor would be required to maintain an inspection log and have the log on site to be reviewed by the City and representatives of the RWQCB. Adherence to **Mitigation Measures HYD-01 through HYD-04** will ensure that these practices and measures take place and would reduce the potential impacts related to compliance with water quality standards and waste discharge requirements to less than significant. (DEIR, pgs. 2-19 to 2-24)

b. Erosion

Potential Significant Impact: The EIR evaluated and concluded that the Project could significantly alter drainage patterns that would result in erosion or siltation.

Finding: Implementation of the following mitigation measures will reduce the potential impacts to less than significant:

Mitigation Measure HYD-05: *Prior to grading plan approval and the issuance of a grading permit, the project proponent shall submit a detailed grading plan and drainage report, with supporting engineering calculations, to the City Engineer for review and approval. The plan and report shall incorporate relevant requirements identified by the City and/or site-specific geotechnical investigations. The plan and report shall provide evidence that the storm drainage system would be adequate to convey water for the 100-year storm event from the project site and that the post-development flows exiting the project site are less than or equal to pre-development flows.*

Facts in Support of the Finding: According to Section 2.5.6 of the DEIR, the majority of storm flows associated with the Project will be collected by a series of drop inlet catch basins. While the increase in impervious surfaces attributable to the Project would contribute to a greater volume and higher velocity of storm water flows, the Project's drainage system would accept and accommodate runoff that would result from Project construction at or below pre-Project conditions. Therefore, the post-development flows generated on the Project site would not exceed the capacity of the planned

storm water drainage systems. To ensure that long-term drainage capacity issues are reduced to a less than significant level, **Mitigation Measure HYD-05** has been identified. With adherence to this mitigation measure, impacts associated with effects on existing drainage patterns are reduced to less than significant. (DEIR, pgs. 2-24 to 2-25)

5. Noise

a. Short-Term Construction Noise

Potential Significant Impact: The EIR evaluated and concluded that noise levels from grading and other construction activities for the Project may range up to 65 dBA at the closest residences north of the Project site for very limited times when construction occurs near the Project's boundary. Construction-related noise impacts from the Project would be potentially significant.

Finding: Implementation of the following mitigation measures will reduce potential short-term construction noise impacts to less than significant:

4.4.6.1A *During all project site excavation and grading on site, the project contractor shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers consistent with manufacturers' standards.*

4.4.6.1B *The project contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest to the project site.*

4.4.6.1C *The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise-sensitive receptors nearest to the project site during all project construction.*

4.4.6.1D *During all project site construction activities, the construction contractor shall limit all construction-related activities that would result in noise to between the hours of 6:00 a.m. and 8:00 p.m. on weekdays and between the hours of 7:00 a.m. to 8:00 p.m. on weekends and holidays, unless written approval is obtained from the City Building Official or City Engineer. For grading activity, the hours are limited to between 7:00 a.m. and 6:00 p.m. weekdays and 8:00 a.m. to 4:00 p.m. on weekends and holidays.*

Facts in Support of the Finding: According to Section 4.4 of the DEIR, two types of short-term noise impacts could occur during the construction of the Project. First, construction crew commutes and the transport of construction equipment and materials to the site for the Project would

incrementally increase noise levels on access roads leading to the site. The second type of short-term noise impact is related to noise generated during excavation, grading, and building erection on the Project site. Construction of the Project is expected to require the use of scrapers, bulldozers, and water and pickup trucks. The site preparation phase, which includes excavation and grading of the site, tends to generate the highest noise levels, because the noisiest construction equipment is earthmoving equipment. Earthmoving equipment includes excavating machinery such as backfillers, bulldozers, draglines, and front loaders. Earthmoving and compacting equipment includes compactors, scrapers, and graders. Typical operating cycles for these types of construction equipment may involve one or two minutes of full-power operation followed by three to four minutes at lower power settings. The maximum noise level generated by each scraper on the Project site is assumed to be approximately 87 dBA L_{max} at 50 feet from the scraper. Each bulldozer would generate approximately 85 dBA Lmax at 50 feet. The maximum noise level generated by water and pickup trucks is approximately 86 dBA L_{max} at 50 feet from these vehicles. Each doubling of the sound sources with equal strength increases the noise level by three (3) dBA. Assuming that each piece of construction equipment operates at some distance from the other equipment, the worst-case composite noise level during this phase of construction would be 91 dBA L_{max} at a distance of 50 feet from the active construction area.

The nearest noise-sensitive receptor locations to the Project site are existing residences approximately 1,000 feet to the north. These nearest residents may be subject to short-term, intermittent, maximum noise reaching 65 dBA L_{max}, generated by construction activities on the Project site. The ambient noise associated with vehicular traffic and industrial uses in the Project area would mask the majority of the construction noise from the Project site. No significant construction noise impacts would occur if construction of the Project would occur within the permitted hours of 6:00 a.m. to 8:00 p.m. of any working day, and within the permitted hours of 7:00 a.m. and 8:00 p.m. on Sundays and federal holidays. Compliance with the construction hours specified in the City's Municipal Code would result in construction noise impacts that are less than significant. While impacts would be considered less than significant as long as construction activities occur within the designated hours identified in the City's Municipal Code, mitigation measures have been identified to reduce the noise levels that would expose nearby sensitive receptors to noise levels in excess of the City's noise standards.

With adherence to the City's designated construction hours and with implementation of the proposed mitigation measures, potential short-term construction noise impacts would be reduced below the level of significance. (DEIR, pgs. 4.4-16 to 4.4-18)

6. Transportation

a. Existing Plus Project Roadway Segments

Potential Significant Impact: The EIR evaluated and concluded that two roadway segments are forecasted to exceed satisfactory levels of service in the existing plus project conditions.

Finding: Implementation of the following mitigation measures will reduce project-specific roadway segment impacts to less than significant:

4.5.6.1A. *Prior to the issuance of building permits, the project applicant shall participate in the City of Moreno Valley Development Impact (DIF) Fee Program and pay the project's fair share for local circulation improvements as outlined in the VIP Moreno Valley Project Traffic Study. The City shall ensure that the intersection and street improvements outlined in the VIP Moreno Valley Project Traffic Study will be constructed pursuant to the timeframes established by the City of Moreno Valley Development Impact Fee Program.*

4.5.6.1B. *Prior to the issuance of building permits, the project applicant shall participate in the County of Riverside Transportation Uniform Mitigation Fee (TUMF) Program and pay the project's fair share for regional circulation improvements. The City shall ensure that the intersection and street improvements outlined in the VIP Moreno Valley Project Traffic Study will be constructed pursuant to the timeframe established by the County of Riverside TUMF Program.*

Facts in Support of the Finding: According to Section 4.5 of the DEIR, Perris Boulevard north of Grove View Road (southbound); and Perris Boulevard south of South Project Driveway (northbound and southbound) are projected to operate at unsatisfactory levels of service in the existing plus project scenario. The DEIR determined that this roadway currently operates at unsatisfactory levels of service without the project. The City is currently in the process of implementing a Capital Improvement Project to widen Perris Boulevard from Cactus Avenue south to city limits. The improvement project will widen Perris Boulevard to a six-lane street section, consistent with the

General Plan. The project is under construction and is scheduled to be completed in May 2013. The widening will encompass the improvements defined in the DEIR to improve operations of the roadway to the City's level of service standard and mitigate the Project's contribution to the impact. With implementation of the City's improvements to Perris Boulevard and implementation of **Mitigation Measures 4.5.6.1A and 4.5.6.1B** requiring that the Project applicant pay traffic impact fees, project-specific impacts will be reduced to less than significant levels. (DEIR, pgs. 4.5-18 to 4.5-19)

b. Year 2013 Cumulative With Project Conditions Intersection and Roadway Segments

Potential Significant Impact: The EIR evaluated and concluded that eleven intersections and four roadway segments are forecasted to exceed satisfactory levels of service in the year 2013 cumulative plus project conditions.

Finding: Implementation of the following mitigation measures will reduce the Project's contribution to cumulatively considerable intersection and roadway segment impacts to a less than significant level:

4.5.6.2A. *Prior to the issuance of occupancy permits, the project applicant shall have constructed the site access roadway improvements outlined below.*

Indian Street/South Project Driveway: Restripe to convert center turn lane on Indian Street to a two-way left-turn lane. This location does not meet a peak hour signal warrant. This is a site-adjacent improvement to be constructed by the project applicant.

Facts in Support of the Finding: According to Section 4.5 of the DEIR, an intersection and roadway segment level of service analysis was conducted for the year 2013 cumulative with project condition to determine the Project's contribution to cumulative traffic impacts to local intersections and roadway segments. As identified in Table 4.5.E in the DEIR, the addition of Project traffic to the year 2013 cumulative scenario would result in conditions exceeding the established LOS standard at the following intersections:

- I-215 Southbound Ramps/Harley Knox Boulevard (a.m. and p.m. peak hours);
- I-215 Northbound Ramps/Harley Knox Boulevard (a.m. and p.m. peak hours);
- Indian Street/South Project Driveway (p.m. peak hour);

- Indian Street/Harley Knox Boulevard (a.m. and p.m. peak hours);
- Perris Boulevard/Gentian Avenue (a.m. and p.m. peak hours);
- Perris Boulevard/Iris Avenue (a.m. and p.m. peak hours);
- Perris Boulevard/Krameria Avenue (a.m. and p.m. peak hours);
- Perris Boulevard/Nandina Avenue (a.m. and p.m. peak hours);
- Perris Boulevard/Grove View Road (a.m. and p.m. peak hours);
- Perris Boulevard/South Project Driveway (a.m. and p.m. peak hours); and
- Perris Boulevard/Harley Knox Boulevard (a.m. and p.m. peak hours).

The Project contributes to the failure to meet the level of service standard at ten of the eleven intersections resulting in a significant cumulative impact. The unsatisfactory level of service at the Indian Street/South Project Driveway intersection is considered to be a Project-specific impact because the need for the intersection is exclusively for project access.

As identified in Table 4.5.E in the DEIR, the addition of Project traffic to the year 2013 cumulative scenario would result in conditions exceeding the established LOS standard at the following roadway segments:

- Harley Knox Boulevard west of Indian Street (eastbound and westbound);
- Indian Street south of South Project Driveway (northbound and southbound);
- Perris Boulevard north of Grove View Road (southbound only); and
- Perris Boulevard south of South Project Driveway (northbound and southbound).

Section 4.5 of the DEIR identifies the improvements necessary to maintain the level of service standard at the intersections and roadways impacted in the year 2013 plus project condition. The roadway and intersection improvements are consistent with the City's General Plan and DIF program and are included in the County's TUMF program. A portion of the City's DIF is allocated toward funding improvements to the City's transportation system and the specific improvements are based on the General Plan Circulation Element.

The following improvements were identified in the DEIR to maintain or improve the operational level of service of the impacted intersections and roadways. The improvements required to maintain

or to improve the level of service operations of transportation facilities affected by the project will be constructed through the City's DIF as supplemented by the County's TUMF program. The impact will occur in the future when traffic volumes at the impacted intersections and roadways reach the volumes projected for the Year 2013 Cumulative with Project traffic scenario. As part of its Capital Improvement Program (CIP), the City determines the timing of necessary roadway improvements based on periodic review of citywide traffic counts, traffic trends, and a review of traffic accidents. The project will participate with these programs as part of Mitigation Measures 4.5.6.1A and 4.5.6.1B. The list of improvements is as follows:

- I-215 Southbound Ramps/Harley Knox Boulevard: Restripe the left-most westbound through lane as a left-turn lane. Restripe the off-ramp to provide two left-turn lanes and a shared through/right-turn lane. This improvement is part of the TUMF program.

- I-215 Northbound Ramps/Harley Knox Boulevard: Restripe the northbound shared through/left-turn lane as a shared left-turn/through/right-turn lane. Add an eastbound free right-turn lane. This improvement is part of the TUMF program.

- Indian Street/Harley Knox Boulevard: Add an eastbound through lane. Provide overlap phasing for the southbound right-turn lane. These improvements are consistent with the City of Perris General Plan Circulation Element. This improvement is part of the TUMF program.

- Perris Boulevard/Gentian Avenue: Add a southbound through lane. This improvement is consistent with the City of Moreno Valley's General Plan Circulation Element. Perris Boulevard/Iris Avenue: Add a second westbound left-turn lane and an eastbound right-turn lane. These improvements are consistent with the City of Moreno Valley's General Plan Circulation Element. This improvement is part of the City DIF and County TUMF programs.

- Perris Boulevard/Krameria Avenue: Add two southbound through lanes, a northbound through lane, and a northbound right-turn lane. These improvements are consistent with the City of Moreno Valley's General Plan Circulation Element. This improvement is part of the City DIF and County TUMF programs.

- Perris Boulevard/Nandina Avenue: Add a southbound through lane. This improvement is consistent with the City of Moreno Valley's General Plan Circulation Element. This improvement is part of the City DIF and County TUMF programs.

- Perris Boulevard/Grove View Road: Add a southbound through lane. This improvement is consistent with the City of Moreno Valley's General Plan Circulation Element. This improvement is part of the City DIF and County TUMF programs.

- Perris Boulevard/South This improvement is part of the City DIF and County TUMF programs.

- Project Driveway: Add a southbound through lane. This improvement is consistent with the City of Moreno Valley's General Plan Circulation Element. This improvement is part of City DIF and TUMF programs.

- Perris Boulevard/Harley Knox Boulevard: Add two southbound through lanes, one northbound through lane, a second eastbound left-turn lane, and overlap phasing for the southbound right-turn lane. These improvements are part of the TUMF program.

- Harley Knox Boulevard west of Indian Street: Widen to a six-lane Divided Arterial. This improvement is consistent with the City of Perris General Plan Circulation Element. This improvement is part of the TUMF program.

- Indian Street south of South Project Driveway: Widen to a four-lane Undivided Arterial. This improvement is consistent with the City of Moreno Valley General Plan Circulation Element. This improvement is part of the City of Moreno Valley DIF and TUMF programs.

- Perris Boulevard north of Grove View Road: Widen to a six-lane Divided Arterial. This improvement is consistent with the City of Moreno Valley General Plan Circulation Element. This improvement is part of the City's DIF and TUMF programs.

- Perris Boulevard south of South Project Driveway: Widen to a six-lane Divided Arterial. This improvement is consistent with the City of Moreno Valley and City of Perris General Plan Circulation Elements. This improvement is part of the City of Moreno Valley DIF and County TUMF programs.

With implementation of these improvements, all intersections and roadway segments would operate at the applicable performance standard or better during peak hours for year 2013 cumulative with project conditions resulting in a less than significant impact.

The project will contribute toward these future intersection and roadway improvements to maintain the applicable level of service standard through payment of frees required as part of the DIF and TUMF programs. Because the impact will occur in the future when traffic volumes at the impacted intersections and roadways reach the volumes projected for the Year 2013 Cumulative with Project traffic scenario, the City will determine the implementation schedule of the necessary roadway improvements as part of the CIP. As part of its Capital Improvement Program (CIP), the City determines the timing of necessary roadway improvements based on periodic review of citywide traffic counts, traffic trends, and a review of traffic accidents. The CIP projects are funded by a variety of sources including the County TUMF program and the City's DIF program and general fund. (DEIR, pgs. 4.54-19 to 4.5-28)

C. ENVIRONMENTAL IMPACTS NOT FULLY MITIGATED TO A LEVEL OF LESS-THAN-SIGNIFICANT

The Moreno Valley City Council finds the following environmental impacts identified in the EIR remain significant even after application of all feasible mitigation measures: agricultural resources (individually and cumulative), air quality (individually and cumulative), cumulative climate change and greenhouse gas emissions, transportation (existing plus project and cumulative). In accordance with CEQA Guidelines Section 15092(b)(2), the City Council of the City of Moreno Valley cannot approve the Project unless it first finds (1) under *California Public Resources Code* Section 21081(a)(3), and CEQA Guidelines Section 15091(a)(3), that specific economic, legal, social technological, or other considerations, including provisions of employment opportunities to highly trained workers, make infeasible the mitigation measures or Project alternatives identified in the EIR; and (2) under CEQA Guidelines section 15092(b), that the

remaining significant effects are acceptable due to overriding concerns described in the CEQA Guidelines Section 15093 and, therefore, a statement of overriding considerations is included herein.

1. Agricultural Resources (Individual and Cumulative Impacts)

a. Conversion of State Designated Farmland

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project could impact 16.89 acres of Prime Farmland, 16.23 acres of Farmland of Local Importance, and 38.69 acres of Farmland of Local Importance.

Finding: Based on the entire record, this Council finds that this impact is potentially significant as there are no known feasible mitigation measures that could reduce this impact to a level of less than significant. Accordingly, Project-related impacts to state designated farmland will remain significant and unavoidable.

Facts in Support of the Finding: Section 4.1 of the DEIR identifies several potential agricultural conservation measures contained in the City's General Plan that include: enrolling productive agricultural land into a Williamson Act Contract; providing protection to ongoing agricultural operations from complaints and nuisance complaints from adjacent new development; protecting productive agricultural land subject to conversion through the purchase of or transfer of its development rights; purchasing conservation easements on existing agricultural land to ensure that the land is never converted to urban uses; and donating funds to a regional or statewide program that promotes and implements the use of agricultural land conservation easements.

The potential agricultural conservation measures identified in the DEIR are not considered to be feasible by the City for the following reasons:

Williamson Act Contracts: Williamson Act contracts are entered into voluntarily by property owners and the City cannot force owners to participate in this program. In addition, Williamson Act contracts will result only in temporary preservation of agricultural land since property owners have the option of non-renewal of these contracts at any time after the ten-year contract period ends. No such contracts exist on the property.

Protecting Existing Agricultural Operations: Providing protection for ongoing agricultural activities from new developments, such as buffers between agricultural operations and new development or requiring the notification and disclosure of agricultural activities to the purchasers adjacent

properties, will not permanently protect agricultural land. There is usually a conflict that occurs when urban development is built adjacent to active agricultural land. Ultimately, there is pressure to convert the land to urban land uses.

Transfer of Development Rights, Conservation Easements, or Agricultural Conservation Bank: The purchase or transfer of development rights, purchase of conservation easements, or donation of funds to assist in the conservation of agricultural land would need to be implemented to ensure the preservation of agricultural land. Farming of the project site stopped over seven years ago. As stated previously, the City anticipates the conversion of agricultural land within the City and does not set aside land for permanent preservation. The current General Plan does not include any agricultural designations. The City allows agricultural uses in all land use designations as an interim use until such time as the land is developed per the vision identified in the General Plan. One of the goals stated in the City's recent General Plan is the "…orderly conversion of agricultural lands." For this reason, the City expects that the majority of the land within the City will be converted to urban uses, although some agriculture will continue as interim uses, as allowed by the City's Development Code for all zoning categories. The existing and continued reduction in productive agricultural operations within the City is produced by several factors including; urbanization in the City and Inland Empire resulting in dramatically increasing land prices; high water and labor costs; environmental regulation (e.g., insects, odors, groundwater contamination, and solid waste removal); and competition from Kern County and the Central Valley with lower land costs and reduced regulations. (DEIR, pgs. 4.1-10 to 4.1-14)

The purchase of agricultural conservation easements is "economically infeasible" "[b]ased on the higher costs associated with land, water and labor, increased environmental regulation, and competition from neighboring regions where agricultural operations are less costly; thus, resulting in an inability to make farming profitable. The site has been planned for industrial uses since 1987, the City has recognized that the conversion of agricultural land under its jurisdiction is an eventual and expected outcome of current and future growth and the current General Plan does not include any agricultural designations; therefore mitigation for the loss of is not required. An easement does not compensate for the impact by replacing or providing substitute resources or environments (i.e., the easement would not create any new farmland where no farmland presently exists). See Fourth District Court of Appeal, Cherry Valley Pass Acres and Neighbors v. City of Beaumont (2010) 190 Cal.App.4th 316 (Cherry Valley). (See FEIR, p. 57, emph. add.)

The City has determined that these measures are economically infeasible and that they are contrary to the City's vision (as stated in its General Plan) for the Project site and alternative mitigation has not been identified.

b. Conversion of Farmland to a Non-Agricultural Use

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project would result in the development of industrial uses on land that has historically been utilized for sod production.

Finding: Based on the entire record, this Council finds that this impact is potentially significant as there are no known feasible mitigation measures that could reduce this impact to a level of less than significant. Accordingly, Project-related impacts from the conversion of farmland to a non-agricultural use will remain significant and unavoidable.

Facts in Support of the Finding: According to Section 4.1 of the DEIR, the Project site has historically been in agricultural production and was most recently used to grow sod, and the sod production ceased operations in in August 2005 and has not been in agricultural production since that time. The conversion of the Project site to a non-agricultural use is a result of various economic and demographic factors. Increased cost for water and a continuing demand for housing and other development in the City and region are the primary reasons for this agricultural land conversion. A LESA model was also used to evaluate the site. It was determined that the Project LESA score is 64.38, which is considered significant. The Project would convert land that was previously used for agriculture. However, the Project is a logical extension of development in the City and does not create leapfrog development or islands of agricultural land that would be difficult to farm. The City recognizes development pressures within the City, and that these pressures will increase as the City continues to build out. Additionally, while the Project would not directly cause the conversion of adjacent agricultural land to non-agricultural uses because in has lied fallow for seven years, it would contribute to development pressure within the City that could potentially lead to the conversion of agricultural land off site. However, as stated in the previous discussion of these Findings regarding the conversion of state designated farmland, the City has determined the agricultural conservation measures identified by the City are economically infeasible and that they are contrary to the City's vision (as stated in its General Plan) for the Project site and alternative mitigation has not been identified. (DEIR, pgs. 4.1-10 to 4.1-15)

c. Cumulative Agricultural Resource Impacts

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project would have a significant cumulative impact on agricultural resources in Riverside County.

Finding: Based on the entire record, this Council finds that this impact is potentially significant as there are no known feasible mitigation measures that could reduce this impact to a level of less than significant. Accordingly, Project-related impacts to cumulative state designated farmland will remain significant and unavoidable.

Facts in Support of the Finding: According to Section 4.1 of the DEIR, the Project-related impacts to Farmland of Statewide Importance and the conversion of agricultural land to a non-agricultural use cannot be mitigated through a local or regional program to mitigate impacts to agricultural resources. As stated previously, the City does not maintain a General Plan or zoning designation for agricultural uses and there are no Project-level feasible mitigation measures that would help reduce cumulative impacts. During the last reporting period (2006–2008), 6,540 acres of Prime Farmland, 2,366 acres of Farmland of Statewide Importance, and 8,873 acres of Farmland of Local Importance were converted to other uses. The cumulative effect of development in the region will continue to result in the conversion of agricultural lands to non-agricultural uses. Because agricultural land, including Prime Farmland, Farmland of Statewide Importance, and Farmland of Local Importance is a finite resource, the conversion of approximately 71 acres to industrial uses, combined with planned and future development in the City and region, represents a significant cumulative impact to agricultural operations and resources. (DEIR, pg. 4.1-16) As stated in the previous discussion of these Findings regarding the conversion of state designated farmland and conversion of agricultural land to a non-agricultural use, the City has determined the agricultural conservation measures identified by the City are economically infeasible and that they are contrary to the City's vision (as stated in its General Plan) for the Project site and alternative mitigation has not been identified.

2. <u>Air Quality (Project-Specific and Cumulative Impact)</u>

a. Short-Term Construction Emissions

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project's construction source emissions would temporarily exceed SCAQMD regional and localized significance thresholds, thereby potentially violating an air quality standard or contributing to an existing or projected air quality.

Finding: Based on the entire record, this Council finds that this impact is potentially significant but will be reduced to the extent feasible through mitigation measures. The Council finds that **Mitigation Measures 4.2.6.1A through 4.2.6.1T** are incorporated into the MMRP for the Project, and will be implemented as specified therein. However, the Council finds that even with application of the following mitigation measures, construction emissions-related air quality impacts are considered significant and unavoidable.

4.2.6.1A *Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall place construction equipment staging areas at least 200 feet away from sensitive receptors. Contract specifications shall be included in the project construction documents, which shall be reviewed by the City.*

4.2.6.1B *Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall utilize power sources (e.g., power poles) or clean-fuel (e.g., fuel other than diesel or gasoline) generators. Contract specifications shall be included in the project construction documents, which shall be reviewed by the City.*

4.2.6.1C *Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall utilize California Air Resources Board (CARB) Tier II Certified equipment or better during the rough/mass grading phase for the following pieces of equipment: rubber-tired dozers and scrapers. Contract specifications shall be included in the project construction documents, which shall be reviewed by the City.*

4.2.6.1D *All clearing, grading, earthmoving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.*

4.2.6.1E *The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.*

4.2.6.1F *The contractor shall ensure that traffic speeds on unpaved roads and project site areas are reduced to 15 miles per hour or less to reduce PM_{10} and $PM_{2.5}$ fugitive dust haul road emissions. Speed limit signs (15 mph maximum) shall be posted at entry*

points to the project site, and along any unpaved roads providing access to or within the project site and/or any unpaved designated on-site travel routes.

4.2.6.1G *Groundcover shall be replaced, and/or non-toxic soil stabilizers shall be applied (according to manufacturers' specifications) to any inactive construction areas (previously graded areas inactive for ten days or more).*

4.2.6.1H *The contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper tune according to manufacturer's specifications and during smog season (May through October) by not allowing construction equipment to be left idling for more than five minutes (per California law).*

4.2.6.1I *The contractor shall ensure use of low-sulfur diesel fuel in construction equipment as required by the California Air Resources Board (CARB) (diesel fuel with sulfur content of 15 ppm by weight or less).*

4.2.6.1J *If available, the project applicant shall use "Low-Volatile Organic Compounds" paints, coatings, and solvents with a VOC content lower than required under Rule 1113 (not to exceed 150 grams/liter; 1.25 pounds/gallon). High Pressure Low Volume (HPLV) applications of paints, coatings, and solvents shall be consistent with South Coast Air Quality Management District Rule 1113. Alternatively, the project applicant shall use materials that do not require painting or are pre-painted.*

4.2.6.1K *Grading plans, construction specifications and bid documents shall also include the following notations:*

- *Off-road construction equipment shall utilize alternative fuels where feasible e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty;*
- *Gravel pads shall be provided at all access points to prevent tracking of mud onto public roads;*
- *Install and maintain trackout control devices at all access points where paved and unpaved access or travel routes intersect;*

- *The contractor or builder shall designate a person or person(s) to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust off site;*
- *The contractor or builder shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The contact person shall take corrective action within 24 hours;*
- *High-pressure injectors shall be provided on diesel construction equipment where feasible;*
- *Engine size of construction equipment shall be limited to the minimum practical size;*
- *Substitute gasoline-powered for diesel powered construction equipment where feasible;*
- *Use electric construction equipment where feasible;*
- *Install catalytic converters on gasoline-powered equipment where feasible;*
- *Ride-sharing program for the construction crew shall be encouraged and shall be supported by contractor(s) via incentives or other inducement;*
- *Documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs;*
- *Lunch vendor services shall be permitted on site during construction to minimize the need for off-site vehicle trips;*
- *All forklifts used during construction and in subsequent operation of the project shall be electric or natural gas powered; and*
- *Suspend use of all construction equipment operations during second stage smog alerts.*

4.2.6.1L *Throughout project construction, a construction relations officer/community liaison, appointed by the Applicant, shall be retained on-site. In coordination and cooperation with the City, the construction relations officer/community liaison shall*

respond to any concerns related to PM_{10} (fugitive dust) generation or other construction-related air quality issues within one working day.

4.2.6.1M *All project entrances shall be posted with signs which state:*

- *Truck drivers shall turn off engines when not in use;*
- *Diesel delivery trucks servicing the project shall not idle for more than three (3) minutes; and*
- *Telephone numbers of the building facilities manager and CARB, to report violations.*

4.2.6.1N *When materials are transported off-site, all material shall be covered, effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained.*

4.2.6.1O *All streets shall be swept at least once a day using SCAQMD Rule 1186 certified street sweepers utilizing reclaimed water trucks if visible soil materials are carried to adjacent streets.*

4.2.6.1P *Any vegetative cover to be utilized onsite shall be planted as soon as possible to reduce the disturbed area subject to wind erosion. Irrigation systems required for these plants shall be installed as soon as possible to maintain good ground cover and to minimize wind erosion of the soil.*

4.2.6.1Q *Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow.*

4.2.6.1R *All roadways, driveways, sidewalks, etc., should be completed as soon as possible. In addition, building pads should be laid as soon as possible after grading unless seeding or soil binders are used.*

4.2.6.1S *Implement activity management techniques including a) development of a comprehensive construction management plan designed to minimize the number of large construction equipment operating during any given time period; b) scheduling of construction truck trips during non-peak hours to reduce peak hour emissions; c) limitation of the length of construction work-day period; and d) phasing of construction activities.*

4.2.6.1T *Reroute construction trucks away from congested streets and sensitive receptor areas.*

These measures shall be enforced by the on-site facilities manager (or equivalent.

Facts in Support of the Finding: Even after compliance with applicable SCAQMD Rules and implementation of **Mitigation Measures 4.2.6.1A through 4.2.6.1T**, Project construction activities would temporarily exceed SCAQMD regional and localized emissions thresholds for oxides of nitrogen (NO_x) and particulate matter (PM_{10} and $PM_{2.5}$). (See DEIR Tables 4.2-I and 4.2-J) Project construction-related emissions in exceedance of SCAQMD's regional and localized significance thresholds are therefore determined to be significant and unavoidable air quality impacts notwithstanding mitigation. (DEIR, pgs. 4.2-19 through 4.2-25). Additional mitigation measures were considered and determined to be infeasible based on the facts in the staff report and in the FEIR Response to Comments D-34 (FEIR, pgs. 64-69).

b. Long-Term Operational Emissions

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project could potentially exceed applicable daily thresholds for operational activities.

Finding: Based on the entire record, this Council finds that this impact is potentially significant but will be reduced to the extent feasible through mitigation measures. The Council finds that **Mitigation Measures 4.2.6.3A and 4.2.6.3B** is incorporated into the MMRP for the Project, and will be implemented as specified therein. However, the Council finds that even with application of these mitigation measures, long term construction emissions-related air quality impacts are considered significant and unavoidable.

4.2.6.3A *Prior to issuance of the first building permit, building and site plan designs shall ensure that the project's energy efficiencies surpass applicable 2008 California Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City. The following combination of design features may be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent:*

- *Exceed California Title 24 Energy Efficiency performance standards for water heating and space heating and cooling, as deemed acceptable by the City.*

- *Increase in insulation such that heat transfer and thermal bridging is minimized.*
- *Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption.*
- *Incorporate dual-paned or other energy efficient windows.*
- *Incorporate energy efficient space heating and cooling equipment.*
- *Use interior and exterior energy efficient lighting which exceeds the California Title 24 Energy Efficiency performance standards, as deemed acceptable by the City. Use automatic devices to turn off lights when they are not needed.*
- *To the extent that they are compatible with landscaping guidelines established by the City, use shade-producing trees, particularly those that shade paved surfaces such as streets and parking lots and buildings at the project site.*
- *Use paint and a surface color palette for the project emphasizing light and off-white colors which reflect heat away from the buildings.*
- *Install a photovoltaic array (solar panels) or other source of renewable energy generation on-site, or otherwise acquire energy from the local utility that has been generated by renewable resources, to meet the project's office electricity needs.*
- *Reduce energy demand associated with potable water conveyance using the following:*
    - *Landscaping palette emphasizing drought-tolerant plants;*
    - *Use of water-efficient irrigation techniques; and,*
    - *U.S. EPA Certified WaterSense labeled for equivalent faucets, high-efficiency toilets (HETs), and water-conserving shower heads.*
- *Provide secure, weather-protected, on-site bicycle storage/parking.*
- *Provide on-site showers (one for males and one for females). Lockers for employees shall be provided.*
- *Establish a Transportation Management Association (TMA). The TMA will coordinate with other TMAs within the City to encourage and coordinate*

carpooling among building occupants. The TMA will advertise its services to building occupants, and offer transit and/or other incentives to reduce GHG emissions. A plan will be submitted by the TMA to the City within two months of project completion that outlines the measures implemented by the TMA, as well as contact information.

- *Provide preferential parking for carpools, vanpools or other alternative fuel vehicles. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to final site plan approval, delineate preferential parking for carpools and vanpools on the project site plan.*
- *Provide at least two electric vehicle charging stations. Locations and configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, delineate stub outs for charging stations on the project building plans.*
- *Implement compressed workweek schedules.*
- *Achieve at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers until it reaches a minimum of 90% of all long haul trips carried by SmartWay 1.0 or greater carriers.*
- *Achieve at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers.*
- *Use of fleet vehicles conforming to 2010 air quality standards or better.*
- *Installation of catalytic converters on gasoline-powered equipment.*
- *Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets;*
- *Establishment and use of carpool/vanpool programs, complemented by parking fees for single-occupancy vehicles;*

- *Provision of preferential parking for EV and CNG vehicles;*
- *Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance;*
- *Use of electric (instead of diesel or gasoline-powered) yard trucks;*
- *Use of SmartWay 1.25 rated trucks.*
- *Provide a display case or kiosk displaying transportation information including the RTA bus schedule in a prominent area accessible to employees.*
- *Use landscape maintenance companies that use battery powered or electric equipment or contract only with commercial landscapers who operate with equipment that complies with the most recent California Air Resources Board certification standards, or standards adopted no more than three years prior to date of use or any combination of these two themes.*

4.2.6.3B *The project shall be designed to facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills by providing easily accessible areas that are dedicated to the collection and storage of recyclable materials including: paper, cardboard, glass, plastics, and metals. Locations of proposed recyclable materials collection areas are subject to review and approval by the City. Prior to Final Site Plan approval, locations of proposed recyclable materials collection areas shall be delineated on the project site plan.*

Facts in Support of the Finding: Even after compliance with applicable SCAQMD Rules and implementation of **Mitigation Measures 4.2.6.3A and 4.2.6.3**B, Project operational activities will exceed SCAQMD daily emissions thresholds for ROG, NO_x, CO, and PM_{10}. (DEIR Table 4.2.K) Project operational-related impacts that exceed long-term, operational emissions thresholds are therefore determined to be significant and unavoidable air quality impacts notwithstanding mitigation. (DEIR, pgs. 4.2-26 to 4.2.28) Additional mitigation measures were considered and determined to be infeasible based on the facts in the staff report and in the FEIR Response to Comments D-45 (FEIR, pgs. 71-76).

c. Cumulative Air Quality Impacts

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project could potentially result in a cumulatively considerable net increase of criteria pollutants for which the project region is in non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors).

Finding: Based on the entire record, this Council finds that this impact is potentially significant as there are no known feasible mitigation measures that could reduce this impact to a level of less than significant. Accordingly, Project-related impacts cumulative air quality impacts will remain significant and unavoidable.

Facts in Support of the Finding: Included in Section 4.2 of the DEIR, Table 4.2.K indicates that the long-term operation of the Project would contribute to long-term regional air pollutants despite implementation of mitigation measures. The Basin is in nonattainment for NO_X, PM_{10}, $PM_{2.5}$, and ozone at the present time; therefore, the operation of the Project would exacerbate nonattainment of air quality standards within the Basin and contribute to adverse cumulative air quality impacts. Implementation of the Project would unavoidably contribute to significant long-term cumulative air quality impacts. (DEIR, pg. 4.2-29)

3. <u>Climate Change and Greenhouse Gas</u>

a. Cumulative Impacts of Climate Change and Greenhouse Gas

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project could have a cumulative impact related to climate change and greenhouse gas emissions.

Finding: Based on the entire record, this Council finds that the Project's impacts related to climate change and greenhouse gas emissions is potentially significant but will be reduced to the extent feasible through mitigation measures. The Council finds that **Mitigation Measures 4.2.6.3A, 4.3.6.1A, 4.3.6.1B, and 4.3.6.1C** are incorporated into the MMRP for the Project, and will be implemented as specified therein. However, the Council finds that even with application of these mitigation measures, long term construction emissions-related air quality impacts are considered significant and unavoidable.

4.3.6.1A *Prior to the issuance of building permits, the project applicant shall provide evidence to the City of Moreno Valley that building features have been incorporated in*

building plans as required by Title 24 of the California Code of Regulations. These features include but are not limited to the following:

- *Exterior windows in the office areas shall utilize window treatments for efficient energy conservation.*
- *Per CALGreen Code requirements, water-efficient fixtures and appliances, including but not limited to low-flow faucets, dual-flush toilets minimizing water consumption by 20 percent from the Building Standards Code baseline water consumption shall be used.*
- *Per CALGreen Code requirements, a Commissioning Plan shall be prepared and all building systems (e.g., heating, ventilation, and air-conditioning [HVAC], irrigation systems, lighting, water heating) shall be commissioned by the Commissioning Authority.*
- *Per CALGreen Code, restrict watering methods (e.g., prohibit systems that apply water to non-vegetated surfaces) and control runoff.*

4.3.6.1B *Prior to the issuance of building permits, the project applicant shall provide evidence to the City of Moreno Valley that the following measures have been be incorporated into the design and construction of the project:*

- *Encourage use of locally produced and/or manufactured building materials for at least 10 percent of the construction materials used for the project.*
- *Encourage use of "Green Building Materials," such as those materials that are resource efficient, and recycled and manufactured in an environmentally friendly way, for at least 10 percent of the project.*
- *Limit unnecessary idling of construction equipment. A reduction in equipment idling would reduce fuel consumption, and therefore, GHG emissions.*
- *Maximize the use of electricity from the power grid by replacing diesel- or gasoline-powered equipment where feasible. This would reduce GHG emissions because electricity can be produced more efficiently at centralized power plants.*

- *Design the project building to exceed the California Building Code's (CBC) 2008 Title 24 energy standard by 20%, including, but not limited to, any combination of the following:*
    - *Increase insulation such that heat transfer and thermal bridging is minimized.*
    - *Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption.*
    - *Incorporate ENERGY STAR or better rated windows in the office area, space heating and cooling equipment, light fixtures, appliances, or other applicable electrical equipment in the office areas.*
- *Provide a landscape and development plan for the project that takes advantage of shade, prevailing winds, and landscaping. The landscaping plan shall be prepared by a registered landscape architect who will consider the following:*
    - *Plant at least 50 percent low-ozone forming potential (Low-OFP) trees and shrubs, preferably native, drought-resistant species, to meet city/county landscaping requirements.*
    - *Plant Low-OFP, native, drought-resistant, tree and shrub species, 20% in excess of that already required by city or county ordinance. Consider roadside, sidewalk, and driveway shading.*
- *Install efficient lighting and lighting control systems. Use daylight as an integral part of the lighting systems in buildings.*
- *Install light-colored "cool" roof and cool pavements.*
- *Install energy-efficient heating and cooling systems, appliances and equipment, and control systems.*
- *Install solar or light-emitting diodes (LEDs) for outdoor lighting.*

- *Install electrical outlets on the exterior walls of the warehouse/office building (and perhaps parking lots) to promote the use of electric landscape maintenance equipment.*

4.3.6.1C *Prior to the issuance of occupancy permits, the project applicant shall provide evidence to the City of Moreno Valley that the following measures have been incorporated into the operation of the project:*

- *The project applicant shall use low Global Warming refrigerants or natural refrigerants (ammonia, propane, carbon dioxide [CO2]) for refrigeration and fire suppression equipment.*
- *Provide vegetative or man-made exterior wall shading devices for east-, south-, and west facing walls with windows in the office areas.*
- *Devise a comprehensive water conservation strategy appropriate for the project and its location. The strategy may include the following, plus other innovative measures that may be appropriate:*
- *Install drought tolerant plants for landscaping.*
- *Use reclaimed water for landscape irrigation within the project. Install the infrastructure to deliver and use reclaimed water.*
- *Install water-efficient irrigations systems, such as weather-based and soil-moisture-based irrigation controllers and sensors for landscaping according to the California Department of Water Resources Model Efficient Landscape Ordinance.*
- *Provide employee education about reducing waste and available recycling services.*

4.3.6.1D *The building roof shall be designed and constructed to accommodate future solar panels.*

4.3.6.1E *The project shall be designed and constructed to meet LEED Silver (as of July 12, 2012) or comparable design standards.*

Facts in Support of the Finding: According to Section 4.3 of the DEIR, the Project is consistent with the strategies to reduce California's emissions to the levels proposed in Executive Order S-3-05. However, the Project's GHG emission contribution would result in a cumulative impact regarding climate change and greenhouse gas emissions and the cumulative impacts of the Project on climate change and greenhouse gas emissions are considered to be significant and unavoidable (DEIR, pgs. 4.3-21 - 4.3-27). Additional mitigation measures were considered and determined to be infeasible based on the facts in the staff report and the FEIR Response to Comments D-45 and E-51 (FEIR pgs 71-76 and 125-127). In addition carbon-offsets as mitigation was considered and determined to be infeasible because:

- California has not established any generally applicable standards for requiring offsets for GHG emissions; and

- Most cities and counties in California have not required offsets for GHG emissions on projects of the scale of the proposed project. Since this is a cumulative rather than a project level impact, mitigation for the cumulative level impact will be ineffective unless it is applied to all the cumulative projects.

Using such carbon offsets to mitigate for cumulative impacts is fraught with uncertainty. As the comment implies ("… offsets purchased are real…"), but there is considerable controversy regarding whether offsets that are available today will actually mitigate this cumulative effect.

First, it requires an accurate measure of the emissions to be offset and the offsets to be provided. That calculation turns out to be riddled with uncertainty on both ends. As noted above in the example cited by the commenter, this initial offset of $7 million for the Rodeo refinery was later reduced to $4.4 million due to revised calculations of GHG emissions. The UN's Intergovernmental Panel on Climate Change found a margin of error of 10% with measuring emissions from making cement or fertilizer; 60% with the oil, gas and coal industries; and 100% with some agricultural processes.

Second, the provision of offsets requires an accurate measure of the carbon saved elsewhere. Most of the earliest offset projects involved planting trees, which naturally ingest carbon, a complex and unpredictable process which forbids accurate measurement.

Finally, the very idea of offsetting relies on what is known as additionally - evidence that a carbon reduction would not have occurred in the natural order of commercial life. For example, one of the biggest UK companies that sells offsets, Climate Care, distributed 10,000 energy-efficient light bulbs in a South African township; offered the carbon reductions as offsets; and then discovered that an energy company was distributing the same kind of light bulbs free to masses of customers, including their township, so the reduction would have happened anyway.

To accurately calculate the amount of credit for each of the above actions, the offset program must make a number of critical assumptions:

- What is the baseline of emissions for the existing facilities that would be retrofitted to reduce their energy consumption? Would they ultimately be retrofitted in any case, thus limiting the actual resulting reduction in GHG emissions?

- Is the development of the alternative energy source actually dependent on the external funding provided by the offset? Or is the alternative energy developer simply achieving another subsidy?

- How much extra energy (and GHG emissions) is required to construct the alternative energy facility? What period of time should this be amortized over? For example, the development of the California High Speed Rail Project is estimated to reduce energy consumption in the long run. However, the extra energy involved with construction is estimated to have a 40 year payback.

As such, the actual amount of mitigation provided by an offset program can be speculative, based upon the actual performance of the program.

While the above cited issues with offsets are problematic, even if they are successful, they are based upon the assumption that a 1:1 reduction in emissions will actually result in the same reduction in global CO2 values. This static analysis fails to take into account the dynamic nature of energy consumption worldwide. When energy consumption (a proxy for GHG emissions) is reduced in one location, there are powerful economic reasons to assert that the same energy consumption (GHG emissions) will simply be shifted to another location.

There is a global marketplace for fossil fuel energy based upon a market between buyers and sellers. The sellers, those who own the sources and production of fossil fuel energy, have a powerful economic interest to keep and increase their income stream from the production of fossil fuels.

To the extent that the actions cited above as potential offset measures, in combination with other conservation measures, reduce the demand for fossil fuels in the countries where they are implemented, the owners of these fossil fuel supplies will still want to preserve and enhance their income as much as possible. And there is a large unmet need (unmet as defined by consumer actions) for increased energy consumption in developing countries. For example the average annual energy consumption of a citizen of China or sub-Saharan Africa, at 4.5 metric tons, is far less than that of the average US citizen, at 20 metric tons. To the extent that the US and other countries reduce energy consumption based upon energy efficiency measures, the owners of fossil fuel resources will seek to sell the same energy, perhaps at a lower price, to the less developed countries. If the energy is sold at a lower price, then more energy would need to be sold to generate the same income, and the resulting energy consumption and GHG emissions could actually increase.

There is uncertainty regarding the efficacy, reliability and legal standing of carbon off-sets at this time. For this reason, such mitigation is considered to be infeasible.

4. Transportation

a. Existing Plus Project and Cumulative Plus Project Freeway Segments and Freeway Merge/Diverge Areas

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project would contribute to two freeway merge/diverge areas failing to maintain the level of service standard in the existing plus project condition. The EIR evaluated and concluded that the Project would contribute to four freeway segments and merge diverge areas failing to maintain the level of service standard in the year 2013 plus project condition.

Finding: Based on the entire record, this Council finds that this impact is potentially significant as there are no known feasible mitigation measures that could reduce this impact to a level of less than

significant. Accordingly, Project-related impacts to freeway segments will remain significant and unavoidable.

Facts in Support of the Finding: As indicated in Section 4.5 of the DEIR, the following two freeway segments are projected to operate at unsatisfactory levels of service in the existing plus project analysis:

- Harley Knox Boulevard Off-Ramp (diverge area) at Southbound I-215 (a.m. peak hour); and
- Harley Knox Boulevard On-Ramp (merge area) at Southbound I-215 (a.m. peak hour).

The following four freeway segments and freeway merge/diverge areas are projected to operate at unsatisfactory levels of service in the cumulative year 2013 plus project analysis:

- Freeway segment north of Harley Knox Boulevard (a.m. peak hour);
- Harley Knox Boulevard Off-Ramp (diverge area) at Southbound I-215 (a.m. and p.m. peak hours);
- Harley Knox Boulevard On-Ramp (merge area) at Southbound I-215 (a.m. peak hour); and
- Freeway segment south of Harley Knox Boulevard (a.m. peak hour).

Improvements to affected freeway segments are outside the City's jurisdiction. Since the City has no control over when and how these improvements will be in place, impacts associated with these identified freeway segments would remain significant and unavoidable until such improvements are constructed. (DEIR, pgs. 4.5-18 4.5-28)

D. ADEQUACY OF THE RANGE OF PROJECT ALTERNATIVES

The EIR analyzed four alternatives to the Project as proposed, and evaluated these alternatives for their ability to meet the Project's objectives as described in Section II.B above. CEQA requires the evaluation of a "No Project Alternative" to assess a maximum net change in the environment as a result of implementation of the Project. The No Project Alternative, referred to as the No Project/Existing Zoning Alternative, makes a reasoned assessment as to the future development of the subject site should the Project under consideration not be developed yet the site would be developed in a similar manner to the Project and consistent with existing zoning for the

site. A Reduced Intensity Alternative, a Commercial Center (mixed retail/office) Alternative, and an Off-site Alternative were also selected for analysis. CEQA requires the evaluation of alternatives that can reduce the significance of identified impacts and "feasibly attain most of the basic objectives of the Project." Thus, in order to develop a range of reasonable alternatives, the Project Objectives must be considered when this Council is evaluating the alternatives.

1. Alternative 1 – No Project/Existing Zoning Alternative

Description: The No Project/Existing Zoning Alternative (hereinafter referenced as the "No Project" Alternative), considers the environmental conditions that would occur if the subject site were developed consistent with its existing Specific Plan 208 zoning designation, consisting of an underlying land use of Business Park/Industrial. To allow for quantified comparison of potential impacts, the No Project Alternative was assumed to result in the development of approximately 1,420,000 square feet of industrial warehouse uses on approximately 63 acres and approximately 180,000 square feet of commercial service uses on approximately 8 acres as would be allowed under the existing zoning and land use designations. The commercial service component of this alternative would be located along the frontage of Perris Boulevard while the industrial warehouse uses would occupy the remaining portion of the site. (DEIR, pg. 6-12)

Impacts: The No Project Alternative, as referenced in Section 6.0 of the DEIR, would result in similar impacts when compared to the Project. Similar to the Project, the No Project Alternative would result in less than significant impacts in the following areas: Aesthetics; Williamson Act Contracts/Agricultural Zoning and Forestry Resources; Biological Resources; Cultural Resources; Geology and Soils; Hazards and Hazardous Materials; Hydrology and Water Quality; Land Use; Mineral Resources; Noise; Population and Housing; Public Services; Recreation and Parks; and Utilities and Service Systems. The Project's significant and unavoidable agricultural impacts, air quality impacts, climate change and GHG impacts, and transportation impacts would also occur in the same manner as the proposed project. However, under the No Project Alternative, potential air quality, climate change, and traffic/transportation impacts would be greater than the proposed project because of the higher trip generation potential of the commercial uses.

Objectives: Under the No Project Alternative, the subject site would develop in a similar manner as the Project, and most of the Project Objectives would be achieved. However, the objectives specifically oriented towards warehouse and industrial uses would be met at a reduced level due to the commercial component included in this Alternative.

Finding: Under the No Project Alternative, the project site would be developed with approximately 1,420,000 square feet of industrial warehouse uses on approximately 63 acres and approximately 180,000 square feet of commercial service uses on approximately 8 acres. This Alternative would result in the same significant and unavoidable impacts associated with agricultural resources, air quality, climate change and greenhouse gases, and traffic that have been identified within the DEIR. However, potential air quality, climate change, and traffic/transportation impacts would be greater than the proposed project because of the higher trip generation potential of the commercial uses. Because the No Project Alternative results in an increase in potential significant and unavoidable impacts in comparison to the Project, the City Council hereby rejects the No Project Alternative.

2. Alternative 2 – Reduced Intensity Alternative

Description: The Reduced Intensity Alternative assumes the same general land use type as the Project, but at a development intensity scoped to reduce the extent of regional threshold exceedances for air pollution and greenhouse gas emissions that would otherwise result from the Project. In that the same type of development is proposed, most if not all the Project Objectives would be achieved to a certain extent but at a reduced level. Implementation of the Reduced Intensity Alternative would yield approximately 1,212,100 square feet of development, a reduction of approximately 25 percent or approximately 434,033 square feet, when compared to the approximately 1,616,133 square-foot Project analyzed in the EIR.

Impacts: Under the Reduced Intensity Alternative, impacts related to agricultural resources would be similar to the Project as the same amount of land would be disturbed. Similarly, impacts related to short-term construction-related air quality would be similar to the Project as the same amount of land would be disturbed and the same mix of equipment would be utilized. Because of the decrease in vehicle trips achieved under this alternative, impacts to the operation of local roadways and intersections would be proportionally reduced from what was identified for the Project; however, long-term traffic impacts to state freeway segments and merge/diverge areas would remain significant and unavoidable. Long-term operational-related air quality impacts would be reduced in magnitude when compared to the Project but would remain significant and unavoidable. Impacts associated with the generation of greenhouse gas emissions would also be reduced proportionate to the reduction in building area in comparison to the proposed project, but would remain significant and unavoidable.

Objectives: : The Reduced Intensity Alternative (environmentally superior alternative) will result in reduced air pollution and greenhouse gas (GHG) emissions but the significance of these impacts remain significant and unavoidable for air quality, global climate change, and traffic in the same manner as the proposed project. The significant and unavoidable project impacts associated with GHG emissions and traffic cannot be reduced to less than significant though reduction in the size of the project. The significant and unavoidable project impacts associated with air quality can be eliminated if the project is reduced to approximately 90,000 square feet (based on a linear reduction in the project's 990 pounds per day of operational NO_x emissions to below the 55 pounds per day threshold). The Reduced Intensity Alternative would, to some degree, realize the Project Objectives as follows:

- Create employment-generating opportunities for the citizens of Moreno Valley and surrounding communities;
- Encourage industrial development as attractive and productive uses while minimizing conflicts with the surrounding existing uses;
- Encourage warehouse distribution services that take advantage of the area's close proximity to various freeways and transportation corridors;
- Provide the infrastructure improvements required to meet project needs in an efficient and cost-effective manner;
- Encourage new development consistent with the capacity and municipal service capabilities;
- Provide a high-quality large-scale industrial development to provide jobs for residents at a variety of income levels;
- Facilitate the efficient and cost-effective movement of goods in and through the City, which, in turn, allows the City to compete economically on a domestic and international scale;
- Provide an industrial warehouse facility that meets the substantial and unmet demands of businesses located in the City and County;
- Cluster industrial warehouse uses near efficient access points to the state highway system to reduce traffic congestion on surface streets and to reduce associated air pollutant emissions from vehicle sources;

- Implement the City's General Plan Industrial/Business Park Land Use designations that are applicable to the site;
- Accommodate new development that channels land uses in a phased, orderly manner and is coordinated with the provision of necessary infrastructure and public improvements;
- Provide new development that will assist the City in obtaining fiscal balance in the years and decades ahead; and
- Address community circulation, both vehicular and pedestrian, utilizing available capacity within the existing circulation system, and provide fair share improvements to various future-year deficient intersections or road segments.

However, because the scale of the development would be diminished under the Reduced Density Alternative, the resulting generation of sales tax, the number of jobs created, and potential second tier economic benefits to the City and region (e.g. wholesale/retail support sales; temporary and long-term construction jobs, and facilities maintenance employment opportunities) would likely be reduced when compared to the Project.

The applicant is selling the property at a price that reflects the current market value for similar industrial-zoned properties in this region. The value of warehouse/industrial property is typically based on an assumed minimum building coverage (FAR) of 50%. The subject project FAR (51.5%) supports the seller's price for the land while meeting the minimum return on investment required to finance the development. The economic viability of the reduced density alternate has been studied which assumes a 25% reduction in FAR or approximately 404,033 square feet. This would result in a 38.6% FAR for the Reduced Density Alternative. The financial analysis for the reduced density project demonstrates that the project is not economically feasible. The estimated net proceeds after costs drop 73% when compared with the original project. Further, the Internal Rate of Return (IRR), commonly used as a metric to finance the real estate, plunges by nearly 60% for the less-dense alternative. This financial analysis demonstrates that the reduced density project alternative is not economically viable when industry standard development costs and minimum thresholds for financing are analyzed.

Finding: Under the Reduced Intensity Alternative, a light industrial warehouse/ distribution facility reduced by approximately 25 percent (or 434,033 square feet) would be realized as compared to the Project. The City Council hereby finds that the Reduced Intensity Alternative will not avoid or

substantially reduce the significant and unavoidable agricultural resources impacts, construction and operational air quality impacts, and cumulative greenhouse gas impacts identified in the EIR. This Alternative would not meet Project Objectives to the same extent as the Project. Furthermore, the scale of the reduction in intensity would not maximize or realize the economic potential of the site. Based on the reduced scope of development, the Reduced Intensity Alternative would diminish capacities and capabilities to satisfy existing and projected unmet market demands within the trade area. The Reduced Intensity Alternative would also result in comparatively fewer opportunities to provide jobs, as compared to the Project. Therefore, the City Council rejects the Reduced Intensity Alternative on the basis that it fails to avoid or substantially reduce the significant and unavoidable impacts of the Project and does not meet the Project Objectives as fully as the Project. The Council also finds that each of these considerations constitutes a ground for rejecting this alternative that is independently sufficient to support the City Council's rejection of this alternative.

3. Alternative 3—Commercial Center (Mixed Commercial/Office)

Description: As identified in Section 6.0 of the DEIR, the Commercial Center Alternative would result in the development of commercial service and office uses on the Project site, although business and professional offices, financial institutions, and medical clinics are permitted in SP 208.

208, they are permitted only in the industrial support areas while commercial service-oriented uses are a permitted throughout the SP 208 Industrial designation. For this reason, the General Plan and zoning designations for the site would need to be amended to accommodate the business and professional offices. Permitted commercial service uses include, but are not limited to, Automotive Sales/Rental/Leasing & Accessories, Automotive/Truck Repair, Business Supply/Equipment Sales/Rental & Services, and Repair Services. Approximately 760,000 square feet of commercial service uses would be developed on approximately 35 acres. The balance of the site (35 acres) would be developed with up to approximately 760,000 square feet of office uses.

Impacts: As identified in Section 6.0 of the DEIR, the Commercial Center Alternative would result in similar impacts for the following eight environmental issues: Agriculture and Forestry Resources; Biological Resources; Cultural Resources; Geology and Soils; Hazards and Hazardous Materials; Hydrology and Water Quality; Land Use and Planning; and Mineral Resources. Because of the increase in vehicle trips under this alternative, impacts to the operation of local roadways and intersections would be proportionally greater than what was identified for the Project. Long-term traffic impacts to state freeway mainline segments and merge/diverge areas would remain significant

and unavoidable. Under the Commercial Center Alternative, impacts related to short-term construction emissions would be similar to the Project as the same amount of land would be disturbed and the same mix of equipment would be utilized. Long-term operational-related air quality emissions would be increased in magnitude because of the increase in vehicle trips when compared to the Project and would remain significant and unavoidable. Traffic-related noise would be increased in magnitude but would be similarly mitigated like the Project and would remain less than significant.

Objectives: Under this alternative, some of the Project objectives are not met as warehouse uses would not be built. However, development of this alternative would provide new employment opportunities for residents of Moreno Valley, but not within the industrial employment sector.

Findings: Under the Commercial Center Alternative, development of commercial service and office uses would occur. This Alternative would have similar impacts that have been identified within the DEIR. However, the Commercial Center Alternative would result in an increase in trip generation in comparison to the Project, and would result in an increase in the severity of the significant and unavoidable impacts to construction and operational air pollution emissions, climate change and greenhouse gas emission, and traffic. The City Council finds that the Commercial Center Alternative would fulfill some but not all of the Project Objectives. Moreno Valley residents would have more opportunities for employment but a warehouse would not be built. Because the Commercial Center Alternative will not fulfill the primary objective of the Project and the severity of significant and unavoidable impacts would be increased in comparison to the Project, the Council hereby rejects the Commercial Center Alternative.

4. Alternative 4—Off-Site Location

Description: As identified in Section 6.0 of the DEIR, this alternative would result in the same intensity of development of approximately 1,616,133 square feet of warehouse uses on approximately 70.3 acres. The alternative Project site identified by the City is bounded by Kramaria Street (extended) to the north, vacant and partially developed property and March Air Reserve Base to the west, Indian Street to the east, and the Perris Valley Storm Drain and vacant land to the south. The off-site location is approximately 1.0 miles northwest of the Project site and is within the same Industrial Area Specific Plan as the Project. This alternative off-site property is not owned or under the control of the applicant. The off-site location is currently zoned SP 208 I and is designated

Business Park in the City's General Plan, identical to the Project development of this site would not require soil import, inherently reducing impacts form air pollution emissions during construction.

Impacts: Section 6.0 of the DEIR, identifies nine environmental issues that would have similar impacts as the Project. These issues are: Cultural Resources; Geology and Soils; Hydrology and Water Quality; Land Use and Planning; Mineral Resources; Population and Housing; Public Services; Recreation; and Utilities and Service Systems. With the Off-Site Location Alternative, impacts related to air quality and traffic impacts would be similar to those identified with the Project. Short-term construction and long-term air quality operational and climate change/greenhouse gas emissions impacts under this alternative would remain significant and unavoidable and would result in similar conditions as identified for the Project. Additionally, due to adjacent sensitive receptors, potential impacts to these receptors would be greater in magnitude when compared to the Project. Similarly, noise impacts would be greater in magnitude due to the adjacent sensitive receptors. Operational traffic would result in increased traffic on vanity roadways and may impact different intersection and roadways in comparison to the Project. Under this Alternative, impacts to agricultural resources would be eliminated.

Objectives: The Off-Site Alternative would meet most of the Project objectives. The location of the Off-Site Alternative further north of Harley Knox Boulevard would not meet the Project objectives of locating distribution services near transportation corridors and clustering such uses near the state highway system.

Finding: Under the Off-Site Alternative, development of the warehouse would occur in a different location. This Alternative would have similar impacts that have been identified within the DEIR. And most of the objectives of the Project would be met, would not meet the Project objectives of locating distribution services near transportation corridors and clustering such uses near the state highway system. The Council finds that the Off-Site Alternative would have similar impacts to all environmental issues except for agriculture because this Alternative would eliminate the significant and unavoidable impacts to agricultural resources. Because the Off-Site Alternative will not substantially reduce the environmental impact of the Project and it would not meet the Project objectives of locating distribution services near transportation corridors and clustering such uses near the state highway system, the Council hereby rejects the Off-Site Alternative.

5. <u>Alternatives Considered and Rejected</u>

A variety of additional alternatives were considered as part of the DEIR's Alternatives Analysis. (DEIR, pgs. 6-3 through 6-5) Three possible alternatives were considered and rejected because they could not accomplish the basic objectives of the Project or they were considered infeasible. Per the *CEQA Guidelines* (Section 15126.6(c)), factors that may be considered when addressing the feasibility of alternatives include failure to meet most of the stated project objectives, infeasibility, or inability to avoid significant environmental effects. The purpose of the Project is to provide for and expand employment and revenue opportunities within the City of Moreno Valley. The Project would expand employment options in a location that is convenient to existing transportation corridors, convenient to existing and future City residents and would augment the City's economic base. The following provides and discussion of the three development scenarios that were considered and rejected as potential alternatives to implementation of the Project based on Section 15126.6 of the *CEQA Guidelines* because they did not feasibly attaining most of the basic objectives of the Project while reducing or avoiding any of the significant effects of the Project:

- No Build Alternative: No development would take place within the Project limits and no impacts would occur. However, disallowing development of the site, as suggested by this alternative, would not fulfill the primary objectives of the Project and the site would likely be developed in accordance with existing zoning should the Project not move forward. Retention of the project site in its current condition would not expand employment opportunities to residents of the City. Retaining the site in its current undeveloped condition would not generate the revenue (e.g., property tax) that could augment the City's current revenue stream. Therefore, the No Build Alternative was rejected from further consideration in the EIR.

- Residential Alternative: The Residential Alternative would develop the 71-acre project site with approximately 355 single-family units based on the City's R5 zone. The R5 zone was utilized as this is the zoning designation of the nearest residential uses to the north along Perris Boulevard and north of the Perris Valley Storm Drain channel. A zone change, General Plan Amendment, and Specific Plan Amendment would be required for this alternative to change the project site from its existing Business Park/Light Industrial (BP) General Plan designation and Industrial Area Plan (SP208 I) zoning designation to a residential R5 designation. Furthermore, a Specific Plan Amendment would be required to remove the project site from the underlying Industrial Specific Plan 208. Since the Residential Alternative consists only of residential uses, employment-generating opportunities would not

occur aside from temporary construction work, which would be filled predominantly by those already residing in the area. The residential uses would produce demand for public services that would exceed the amount of municipal revenues it would generate. The project's full potential to utilize the area's close proximity to various freeways and transportation corridors would not be realized as only residential uses would occur under the Residential Alternative. Additionally, the development of the entire 71-acre project site under this alternative would result in the placement of the residential uses within an area planned for industrial uses which could result in additional adverse impacts such as exposure to air pollutants, noise, and land use incompatibilities. This alternative has been rejected because it would result in greater impacts and would not satisfy the basic City employment generating objectives for development of the Project site.

- Mixed Commercial/Residential Alternative: The Mixed Commercial/Residential Alternative would develop the 71-acre project site with approximately 690,000 square feet of Community Commercial uses and 532 multiple-family units. A zone change, General Plan Amendment, and Specific Plan Amendment would be required for this alternative to change the project site from its existing Business Park/Light Industrial (BP) General Plan designation and SP208 I zoning designation to a residential designation and commercial designation. Additionally, a Specific Plan Amendment would be required to remove the project site from the underlying Industrial Specific Plan 208. While the commercial component of this Alternative would utilize the project site's close proximity to nearby transportation corridors, the development of the remainder of the site with residential uses would not provide the varied employment and service uses and revenue associated with the proposed project. The development of approximately half of the project site under this alternative with residential uses would result in the placement of the residential uses adjacent to SP208 I industrial/business park uses which could potentially result in additional adverse impacts such as exposure to air pollutants, noise, and land use incompatibilities. The residential component of this alternative would produce demand for public services that would exceed the amount of municipal revenues it would generate, and there would be little to no employment opportunities created. Therefore, the mixed commercial/residential alternative would not meet the project objectives of providing new employment and revenue generation options in close proximity to local consumers to the same degree as the proposed project. The employment opportunities and economic benefits derived from the proposed project are superior to the Mixed Commercial/Residential Alternative. This alternative has been rejected

because it would result in greater impacts and would not satisfy the basic City employment generating objectives for development of the project site.

6. Environmentally Superior Alternative

As explained by Section 6.0 in the DEIR, Alternative 2 (Reduced Intensity Alternative) reduces the severity of Project related air quality impacts. However, long-term air quality impacts would remain significant after mitigation for this alternative for ROG, NO_x, PM_{10} and $PM_{2.5}$. In a similar manner, Alternative 2 would reduce the volume of daily traffic trips when compared to the Project; however, such impacts to state freeway mainline segments and merge/diverge areas would remain significant and unavoidable until freeway improvements are completed by the state. Alternative 2 would also reduce the quantity of greenhouse gas emission when compared to the Project; however, impacts to Climate Change would remain significant and unavoidable. Although the environmentally superior alternative (reduced density) would result in reduced air pollution and greenhouse gas (GHG) emissions and traffic generation, the significance of these impacts would remain significant and unavoidable for air quality, global climate change, and traffic in the same manner as the proposed project. The significant and unavoidable project impacts associated with GHG emissions and traffic cannot be reduced to less than significant though reduction in the size of the project. The significant and unavoidable project impacts associated with air quality can be eliminated if the project is reduced to approximately 90,000 square feet (based on a linear reduction in the project's 990 pounds per day of operational NO_x emissions to below the 55 pounds per day threshold), which is clearly an unreasonable alternative that would be unable to meet most of the project objectives and this Council therefore rejects. The remaining environmental issues would ultimately be similar to the Project through adherence to existing standards and mitigation measures. Based on the analysis in Section 6.0 and the summary contained in Table 6.K, Alternative 2, the Reduced Intensity Alternative, is the environmentally superior alternative. The amount of development under this alternative would be reduced when compared to the Project; however, the Alternative 2 would not satisfy several of the Project objectives because it would reduce the level at which it meets the employment generating Project objectives. Because the Reduced Intensity Alternative allows the development of warehouse uses and the provision of new employment opportunities, it meets many of the City's stated Project objectives, while at the same time reduces the impacts associated with the Project. However, because of the lower industrial density, the Alternative fails to meet several key employment generating objectives related to density efficiencies in the same manner as the Project. These objectives include: "Provide a high density, high-quality large-scale industrial development to provide jobs for residents at a variety of income levels" and "Cluster industrial warehouse uses near efficient access points to the state

highway system to reduce traffic congestion on surface streets and to reduce concomitant air pollutant emissions from vehicle sources reduces impacts to air quality, global climate change, and traffic." This is due to the fact that the reduced intensity alternative would develop only a portion of the project site resulting in an inefficient development density and resulting in negative effects such as sprawl in conflict with these objectives.

E. GROWTH-INDUCING IMPACTS

CEQA requires a discussion of ways in which the Project could be growth inducing. Specifically, CEQA Guidelines Section 1512602(d) states than an EIR must describe the ways in which the Project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment.

Section 5.0 of the DEIR identifies the extent to which the new jobs created by a Project are filled by existing residents is a factor that tends to reduce the growth inducing effect of a project. Construction of the Project will create short-term construction jobs. Due to the existing high unemployment levels that exist in the City, the potential exists for these short-term positions to be filled by workers who, for the most part, reside in the City or neighboring communities to the Project area. Therefore, construction of the Project will not generate a permanent increase in population within the Project area.

As previously identified, the Project is expected to employ approximately 646 people. These full-time positions are also anticipated to be filled by workers who, for the most part, reside in the Project area due to high unemployment levels that exist in the City. Operations of the Project will not generate a permanent increase in population within the Project area.

The area surrounding the Project site is governed by the City of Moreno Valley General Plan and the area is guided by Specific Plan 208. Specific Plan 208 guides land use within the Project area to ensure that new development and redevelopment is implemented consistent with the land use policies, controls, and standards contained in Specific Plan 208. Any development of remaining undeveloped land adjacent to the Project site would require its own discretionary approvals and is not reliant on the Project. However, development of the Project site may lead to indirect growth in the Specific Plan area by making available the extension of infrastructure such as water, sewer, drainage, etc. This growth has been planned for and is guided by Specific Plan 208.

The Project would occur within an area currently designated for industrial uses. The Project would not require a General Plan Amendment nor does it require a change in the underlying zoning designation. In addition, the Project reflects the City of Moreno Valley's vision for the area and is consistent with Specific Plan 208. Land uses surrounding the Project site would be in conformance with the City's General Plan and Specific Plan 208. Impacts to population and housing are less than significant; see Section 13 Population and Housing of the Initial Study (Appendix A of the DEIR).

The Project would not eliminate a constraint for development of an approved Project within the City of Moreno Valley. There are no projects in the City of Moreno Valley or surrounding cities that have been approved but are conditioned or dependent on additional improvements at the Project site. Specific Plan 208 guides land uses surrounding the Project site to ensure compatibility between existing operations and adjacent surrounding development. Additionally, the Project would not add capacity to urban services or infrastructure that would be utilized by other project proponents in the surrounding area.

The Project would not result in any significant pressure to redevelop the area around the Project site at a higher density. As previously stated, the development of remaining undeveloped land adjacent to the Project site is independent and not reliant on the Project. Therefore, implementation of the Project would not result in redevelopment of adjacent lands at a higher intensity than already prescribed in the City of Moreno Valley's General Plan and Specific Plan 208.

F. SIGNIFICANT IRREVERSIBLE ENVIRONMENTAL CHANGES

California Public Resources Code Section 21100(b)(2)(B) and CEQA Guidelines Sections 15126(c), 15126.2(c), and 15127, require that for certain types or categories of projects, an EIR must address significant irreversible environmental changes that would occur should the project be implemented. As presented at CEQA Guidelines Section 15127, the topic of Significant Irreversible Environmental Changes needs to be addressed in EIRs prepared in connection with any of the following activities:

(a) The adoption, amendment, or enactment of a plan, policy, or ordinance of a public agency;

(b) The adoption by a local agency formation commission of a resolution making determinations; or

(c) A project which will be subject to the requirements for preparing of an environmental impact statement pursuant to the requirements of the National Environmental Policy Act of 1969, 42 U.S.C. Sections 4321-4347.

The Project does not trigger any of the conditions cited in Guidelines §15127. Nonetheless, this EIR analysis addresses any significant irreversible environmental changes which would be involved in the proposed action should it be implemented [Guidelines, Sections 15126(e) and 15127]. An impact would fall into this category if:

- The project would involve a large commitment of nonrenewable resources;
- The primary and secondary impacts of the project would generally commit future generations of people to similar uses;
- The project involves uses in which irreversible damage could result from any potential environmental incidents associated with the project; and/or
- The proposed consumption of resources is not justified (e.g., the project could waste energy).

Determining whether the proposed project may result in significant irreversible effects requires a determination of whether key resources would be degraded or destroyed in such a way that there would be little possibility of restoring them. The project site is generally fallow agricultural land with the site historically used for sod farming operations. However, as identified within the City's General Plan, the City anticipates the eventual conversion of agricultural uses to urban uses and the proposed project would permanently alter the site by converting predominantly agricultural uses to urban uses. This is a significant irreversible environmental change that would occur as a result of project implementation. Because no significant mineral resources were identified within the project limits, no significant impacts related to these issues would result from development of the project site. Natural resources in the form of construction materials would be utilized in the construction of the proposed project and energy resources in the form of electricity and natural gas would be used during the long-term operation of the project; however, their use is justified in supporting the City's planned use of the site and is not expected to negatively impact the availability of these resources.

In addition, this industrial warehouse project, in concert with the other built or approved industrial warehouse projects, will fundamentally change the character and land use pattern of this portion of the City. Many of the project-specific impacts are addressed, as outlined above, but the change in the use of the land from agricultural to industrial represents a substantial irreversible change for this area. However, this is an intended change a verified by the City's General Plan land use designations and zoning for the area. (DEIR pgs. 5-2 and 5-3)

VI. STATEMENT OF OVERRIDING CONSIDERATIONS

The Moreno Valley City Council adopts this Statement of Overriding Considerations with respect to the significant unavoidable impacts associated with adoption of the Project as addressed in the EIR, specifically:

1. Agricultural Impacts - Conversion of State Designated Farmland;
2. Agricultural Impacts - Conversion to a Non-Agricultural Use;
3. Cumulative Agricultural Impacts
4. Air Quality Impact - Construction Air Pollutant Emissions;
5. Air Quality Impact - Operational Air Pollutant Emissions;
6. Cumulative Air Pollutant Emissions;
7. Cumulative GHG Emissions;
8. Transportation - Existing Year (2007) with Project Level of Service; and
9. Transportation - Cumulative Impacts to State Freeway Segments and Freeway Merge/Diverge Areas

The Moreno Valley City Council hereby declares that, pursuant to CEQA Guidelines Section 15093, the City Council has balanced the benefits of the Project against any significant and unavoidable environmental impacts in determining whether to approve the Project. If the benefits of the Project outweigh the unavoidable adverse environmental impacts, those impacts are considered "acceptable."

The City Council hereby declares that the EIR has identified and discussed significant effects that may occur as a result of the Project. With the implementation of the mitigation measures discussed in the EIR, these impacts can be mitigated to a level of less than significant except for the unavoidable and significant impacts discussed in Section V(C) herein.

The City Council hereby declares that it has made a reasonable and good faith effort to eliminate or substantially mitigate the potential impacts resulting from the Project.

The City Council hereby declares that to the extent any mitigation measures recommended to the City are not incorporated, such mitigation measures are infeasible because they are not capable of being accomplished in a successful manner within a reasonable time period, taking into account economic, environmental, legal, social, and technological factors.

The City Council further finds that except for the Project, all other alternatives set forth in the EIR are infeasible because they would prohibit the realization of the Project objectives and/or specific economic, social or other benefits that this City Council finds outweigh any environmental benefits of the alternatives or the other alternatives do not substantively reduce the severity of unavoidable and significant impacts.

The City Council has determined that steps to preserve agricultural land are economically infeasible based on the higher costs associated with land, water and labor, increased environmental regulation, and competition from neighboring regions where agricultural operations are less costly. All of these factors result in an inability to make farming profitable.

The City Council hereby declares that, having reduced the adverse significant environmental effects of the Project, to the extent feasible by adopting the proposed mitigation measures, having considered the entire administrative record on the Project and having weighed the benefits of the Project against its unavoidable significant impact after mitigation, the City Council has determined that the social, economic and environmental benefits of the Project outweigh the potential unavoidable significant impacts and render those potential significant impacts acceptable based on the following considerations:

- The Project will provide development consistent with the General Plan and in conformance with SP 208, municipal standards, codes and policies;

- The Project provides development that improves and maximizes economic viability of a vacant site by transitioning the Project site into a productive light industrial use;
- Based on the square footage of the Project an estimated 646 jobs would be created for the City of Moreno Valley and surrounding communities; and
- The Project provides adequate infrastructure and public amenities, including upgrading and widened streets, signal upgrades and utility improvements.

As the CEQA Lead Agency for the proposed action, the City of Moreno Valley has reviewed the Project description and the alternatives presented in the EIR, and fully understands the Project and Project alternatives proposed for development. Further, this Council finds that all potential adverse environmental impacts and all feasible mitigation measures to reduce the impacts from the Project have been identified in the Draft EIR, the Final EIR and public testimony. This Council also finds that a reasonable range of alternatives was considered in the EIR and this document, Section V(E) above, and finds that approval of the Project is appropriate.

This Council has identified economic and social benefits and important policy objectives, Section V above, which result from implementing the Project. The Council has balanced these substantial social and economic benefits against the unavoidable significant adverse effects of the Project. Given the substantial social and economic benefits that will accrue from the Project, this Council finds that the benefits identified herein override the unavoidable environmental effects.

California Public Resource Code 21002 provides: "In the event specific economic, social and other conditions make infeasible such Project alternatives or such mitigation measures, individual projects can be approved in spite of one or more significant effects thereof." Section 21002.1(c) provides: "In the event that economic, social, or other conditions make it infeasible to mitigate one or more significant effects of a project on the environment, the project may nonetheless be approved or carried out at the discretion of a public agency…" Finally, California Administrative Code, Title 4, 15093 (a) states: "If the benefits of a Project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable."

The City Council hereby declares that the foregoing benefits provided to the public through approval and implementation of the Project outweighs the identified significant adverse environmental impacts of the Project that cannot be mitigated. The City Council finds that each of

the Project benefits outweighs the unavoidable adverse environmental impacts identified in the EIR and, therefore, finds those impacts to be acceptable.

VII. CERTIFICATION OF THE FINAL ENVIRONMENTAL IMPACT REPORT

The Moreno Valley City Council finds that it has reviewed and considered the FEIR in evaluating the Project, that the FEIR is an accurate and objective statement that fully complies with CEQA and the CEQA Guidelines, and that the FEIR reflects the independent judgment of the City Council.

The City Council declares that no new significant information as defined by CEQA Guidelines Section 15088.5 has been received by the City Council after the circulation of the DEIR that would require recirculation. All of the information added to the FEIR merely clarifies, amplifies or makes insignificant modifications to an already adequate DEIR pursuant to CEQA Guidelines Section 15088.5(b).

The City Council hereby certifies the EIR based on the following findings and conclusions:

A. Findings

1. CEQA Compliance

As the decision-making body for the Project, the City Council has reviewed and considered the information contained in the Findings and supporting documentation. The City Council determines that the Findings contain a complete and accurate reporting of the environmental impacts and mitigation measures associated with the Project, as well as complete and accurate reporting of the unavoidable impacts and benefits of the Project as detailed in the Statement of Overriding Considerations. The City Council finds that the EIR was prepared in compliance with CEQA and that the City Council complied with CEQA's procedural and substantive requirements.

2. Significant Unavoidable Impacts/Statement of Overriding Considerations

The Project will have significant adverse impacts even following adoption of all feasible mitigation measures which are required by the City Council. The following significant environmental impacts have been identified in the FEIR and will require mitigation but cannot be mitigated to a level of insignificance as set forth in Section V(C) of these Findings: Agricultural Impacts—Conversion of State Designated Farmland; Agricultural Impacts—Conversion to a Non-Agricultural Use; Cumulative Agricultural Impacts; Air Quality Impact—Construction Air Pollutant Emissions; Air Quality Impact—Operational Air Pollutant Emissions; Cumulative Air Pollutant Emissions; Cumulative Climate Change and GHG Emissions; Transportation—Existing Year (2007) with Project Level of Service; and Transportation—Existing and Cumulative Impacts to State Freeway Segments and Freeway Merge/Diverge Areas.

The City Council has eliminated or substantially reduced environmental impacts where feasible as described in the Findings, and the City Council determines that the remaining unavoidable significant adverse impacts are acceptable due to the reasons set forth in the preceding Statement of Overriding Considerations.

3. Conclusions

a. All potentially significant environmental impacts from implementation of the Project have been identified in the EIR and, with the implementation of the mitigation measures defined herein and set forth in the MMRP, will be mitigated to a less-than-significant level, except for the impacts identified in Section V(C) above.

b. Other reasonable alternatives to the Project that could feasibly achieve the basic objectives of the Project have been considered and rejected in favor of the Project.

c. Environmental, economic, social and other considerations and benefits derived from the development of the Project override and make infeasible any alternatives to the Project or further mitigation measures beyond those incorporated into the Project.

VII. ADOPTION OF MITIGATION MONITORING AND REPORTING PROGRAM

Pursuant to *California Public Resources Code* Section 21081.6, the City Council hereby adopts, as conditions of approval of the Project, the Mitigation Monitoring and Reporting Plan (MMRP) set forth in Section 4.0 of the FEIR. In the event of any inconsistencies between the mitigation measures as set forth herein and the MMRP, the MMRP shall control, except to the extent that a mitigation measure contained herein is inadvertently omitted from the MMRP, in which case such mitigation measure shall be deemed as if it were included in the MMRP.

EXHIBIT B

MITIGATION MONITORING AND REPORTING PROGRAM

INTRODUCTION

This Mitigation Monitoring and Reporting Program has been prepared for use in implementing mitigation for the:

VIP Moreno Valley Project

The program has been prepared in compliance with State law and the Environmental Impact Report (EIR) (State Clearinghouse No. 2011081084) prepared for the project by the City of Moreno Valley.

The California Environmental Quality Act (CEQA) requires adoption of a reporting or monitoring program for those measures placed on a project to mitigate or avoid adverse effects on the environment (Public Resource Code Section 21081.6). The law states that the reporting or monitoring program shall be designed to ensure compliance during project implementation.

The monitoring program contains the following elements:

1) The mitigation measures are recorded with the action and procedure necessary to ensure compliance. In some instances, one action may be used to verify implementation of several mitigation measures.
2) A procedure for compliance and verification has been outlined for each action necessary. This procedure designates who will take action, what action will be taken and when, and to whom and when compliance will be reported.
3) The program has been designed to be flexible. As monitoring progresses, changes to compliance procedures may be necessary based upon recommendations by those responsible for the program. As changes are made, new monitoring compliance procedures and records will be developed and incorporated into the program.

This Mitigation Monitoring and Reporting Program includes mitigation identified in the Initial Study and the Final EIR.

MITIGATION MONITORING AND RESPONSIBILITIES

As the Lead Agency, the City of Moreno Valley is responsible for ensuring full compliance with the mitigation measures adopted for the proposed project. The City will monitor and report on all mitigation activities. Mitigation measures will be implemented at different stages of development throughout the project area. In this regard, the responsibilities for implementation have been assigned to the Applicant, Contractor, or a combination thereof. If during the course of project implementation, any of the mitigation measures identified herein cannot be successfully implemented, the City shall be immediately informed, and the City will then inform any affected responsible agencies. The City, in conjunction with any affected responsible agencies, will then determine if modification to the project is required and/or whether alternative mitigation is appropriate.

MITIGATION MONITORING AND REPORTING PROGRAM CHECKLIST

Project File Name: VIP Moreno Valley Project **Applicant:** Vogel Engineers, Inc.

Date: September 2012

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
AIR QUALITY						
4.2.6.1A Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall place construction equipment staging areas at least 200 feet away from sensitive receptors. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City.	City of Moreno Valley Engineering and Building and Safety Planning Division	Prior to Grading and during grading and construction operations.	Prior to Issuance of Grading Permit	Review of construction documents and on-site inspection		Withhold Grading Permit or Issuance of a Stop Work Order
4.2.6.1B Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall utilize power sources (e.g., power poles) or clean-fuel (e.g., fuel other than diesel or gasoline) generators where feasible. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City.	City of Moreno Valley Engineering and Building and Safety Planning Division	Prior to Grading	Prior to Issuance of Grading Permit	Review of construction documents and on-site inspection		Withhold Grading Permit or Issuance of a Stop Work Order
4.2.6.1C Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall utilize California Air Resources Board (CARB) Tier II Certified equipment or better during the rough/mass grading phase for the following pieces of equipment: rubber-tired dozers and scrapers. Contract	City of Moreno Valley Engineering and Building and Safety Planning Division	Prior to Grading	Prior to Issuance of Grading Permit	Review of construction documents and on-site inspection		Withhold Grading Permit

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
specifications shall be included in the proposed project construction documents, which shall be reviewed by the City.						
4.2.6.1D All clearing, grading, earthmoving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.	City of Moreno Valley Engineering and Building and Safety Planning Division	Throughout construction	During grading	Review of construction documents and on-site inspection		Issuance of a Stop Work Order
4.2.6.1E The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.	City of Moreno Valley Engineering and Building and Safety Planning Division	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1F The contractor shall ensure that traffic speeds on unpaved roads and project site areas are reduced to 15 miles per hour or less to reduce PM10 and PM2.5 fugitive dust haul road emissions. Speed limit signs (15 mph maximum) shall be posted at entry points to the project site, and along any unpaved roads providing access to or within the project site and/or any unpaved designated on-site travel routes.	City of Moreno Valley Engineering and Building and Safety Planning Division	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1G Groundcover shall be replaced, and/or non-toxic soil stabilizers shall be applied (according to manufacturers' specifications) to any inactive	City of Moreno Valley Engineering and Building and Safety	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
construction areas (previously graded areas inactive for ten days or more).	Planning Division					
4.2.6.1H The contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper tune according to manufacturer's specifications and during smog season (May through October) by not allowing construction equipment to be left idling for more than five minutes (per California law).	City of Moreno Valley Engineering and Building and Safety	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1I The contractor shall ensure use of low-sulfur diesel fuel in construction equipment as required by the California Air Resources Board (CARB) (diesel fuel with sulfur content of 15 ppm by weight or less).	City of Moreno Valley Engineering and Building and Safety	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1J If available, the project applicant shall use "Low-Volatile Organic Compounds" paints, coatings, and solvents with a VOC content lower than required under Rule 1113 (not to exceed 150 grams/liter; 1.25 pounds/gallon). High Pressure Low Volume (HPLV) applications of paints, coatings, and solvents shall be consistent with South Coast Air Quality Management District Rule 1113. Alternatively, the project applicant shall use materials that do not require painting or are pre-painted.	City of Moreno Valley Engineering and Building and Safety Planning Division	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1K Grading plans, construction specifications and bid documents shall also include the following notations: • Off-road construction	City of Moreno Valley Engineering and Building and Safety	Prior to Grading and during grading operations.	Prior to Issuance of Grading Permit	Review of construction documents and on-site inspection		Withhold Grading Permit or Issuance of a Stop Work Order

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
equipment shall utilize alternative fuels where feasible e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty; • Gravel pads shall be provided at all access points to prevent tracking of mud onto public roads; • Install and maintain trackout control devices at all access points where paved and unpaved access or travel routes intersect; • The contractor or builder shall designate a person or person(s) to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust off site; • The contractor or builder shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The contact person shall take corrective action within 24 hours; • High pressure injectors shall be provided on diesel construction equipment where feasible;	Planning Division					

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
• Engine size of construction equipment shall be limited to the minimum practical size; • Substitute gasoline-powered for diesel-powered construction equipment where feasible; • Use electric construction equipment where feasible; • Install catalytic converters on gasoline-powered equipment where feasible; • Ride-sharing program for the construction crew shall be encouraged and shall be supported by contractor(s) via incentives or other inducement; • Documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical; including providing information on available park and ride programs; • Lunch vendor services shall be permitted onsite during construction to minimize the need for offsite vehicle trips; • All forklifts used during construction and in subsequent operation of the project shall be						

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
electric or natural gas powered. • Suspend use of all construction equipment operations during second stage smog alerts.						
4.2.6.1L Throughout project construction, a construction relations officer/community liaison, appointed by the Applicant, shall be retained on-site. In coordination and cooperation with the City, the construction relations officer/community liaison shall respond to any concerns related to PM10 (fugitive dust) generation or other construction-related air quality issues within 2 days.	City of Moreno Valley Engineering and Building and Safety	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1M All project entrances shall be posted with signs which state: • Truck drivers shall turn off engines when not in use; • Diesel delivery trucks servicing the project shall not idle for more than three (3) minutes; and • Telephone numbers of the building facilities manager and CARB, to report violations.	City of Moreno Valley Engineering and Building and Safety	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1N When materials are transported off-site, all material shall be covered, effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained.	City of Moreno Valley Engineering and Building and Safety	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1O All streets shall be swept at least once a day using SCAQMD Rule	City of Moreno Valley Engineering	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
1186 certified street sweepers utilizing reclaimed water trucks if visible soil materials are carried to adjacent streets.	and Building and Safety					
4.2.6.1P Any vegetative cover to be utilized onsite shall be planted as soon as possible to reduce the disturbed area subject to wind erosion. Irrigation systems required for these plants shall be installed as soon as possible to maintain good ground cover and to minimize wind erosion of the soil.	City of Moreno Valley Engineering and Building and Safety Planning Division	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1Q. Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow.	City of Moreno Valley Engineering and Building and Safety	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1R All roadways, driveways, sidewalks, etc., shall be completed as soon as possible. In addition, building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.	City of Moreno Valley Engineering and Building and Safety	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1S Implement activity management techniques including a) development of a comprehensive construction management plan designed to minimize the number of large construction equipment operating during any given time period; b) scheduling of construction truck trips during non-peak hours to reduce peak hour emissions; c) limitation of the length of construction work-day period; and d) phasing of construction activities.	City of Moreno Valley Engineering and Building and Safety and Planning Division	Prior to Grading and during grading and construction operations.	Prior to Issuance of Grading Permit	Review of construction documents and on-site inspection		Withhold Grading Permit or Issuance of a Stop Work Order
4.2.6.1T Reroute construction trucks away from congested streets and	City of Moreno Valley Engineering and Building and	Prior to Grading and during grading and	Prior to Issuance of Grading Permit	Review of construction documents and on-		Withhold Grading Permit or Issuance of a

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
sensitive receptor areas.	Safety and Planning Division	construction operations.		site inspection		Stop Work Order
4.2.6.3A Prior to issuance of the first building permit, building and site plan designs shall ensure that the project's energy efficiencies surpass applicable 2008 California Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City. Any combination of the following design features may be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent: • Exceed California Title 24 Energy Efficiency performance standards for water heating and space heating and cooling, as deemed acceptable by the City. • Increase in insulation such that heat transfer and thermal bridging is minimized. • Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption. • Incorporate dual-paned or other energy efficient windows. • Incorporate energy efficient space	City of Moreno Valley Building and Safety Planning Division	Prior to Construction (once)	Prior to Issuance of Building Permits	Review of building plans and on-site inspection		Withhold Building Permits

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
heating and cooling equipment. • Use interior and exterior energy efficient lighting which exceeds the California Title 24 Energy Efficiency performance standards, as deemed acceptable by the City. Use automatic devices to turn off lights when they are not needed. • To the extent that they are compatible with landscaping guidelines established by the City, use shade-producing trees, particularly those that shade paved surfaces such as streets and parking lots and buildings at the project site. • Use paints and a surface color palette for the project emphasizing light and off-white colors which reflect heat away from the buildings. • Install a photovoltaic array (solar panels) or other source of renewable energy generation on-site, or otherwise acquire energy from the local utility that has been generated by renewable resources, to meet the project's office electricity needs. • Reduce energy demand associated with potable water conveyance using the following: ○ Landscaping palette emphasizing drought-tolerant plants; ○ Use of water-efficient irrigation						

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
techniques; and, ○ U.S. EPA Certified WaterSense labeled for equivalent faucets, high-efficiency toilets (HETs), and water-conserving shower heads. • Provide on-site bicycle storage/parking consistent with City of Moreno Valley requirements. • Provide on-site showers (one for males and one for females). Provide lockers for employees. • Establish a Transportation Management Association (TMA). The TMA will coordinate with other TMAs within the City to encourage and coordinate carpooling among building occupants. The TMA will advertise its services to building occupants, and offer transit and/or other incentives to reduce GHG emissions. A plan will be submitted by the TMA to the City within two months of project completion that outlines the measures implemented by the TMA, as well as contact information. • Provide preferential parking for carpools, vanpools or other alternative fuel vehicles. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to final site plan approval, delineate preferential parking for carpools and						

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
vanpools on the project site plan. • Provide at least two electric vehicle charging stations. Locations and configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, delineate stub outs for charging stations on the project building plans. • Implement compressed workweek schedules; • Achieve at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers until it reaches a minimum of 90% of all long haul trips carried by SmartWay 1.0 or greater carriers. • Achieve at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers. • Use of fleet vehicles conforming to 2010 air quality standards or better. • Installation of catalytic converters on gasoline-powered equipment. • Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets;						

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
• Establishment and use of carpool/vanpool programs, complemented by parking fees for single-occupancy vehicles; • Provision of preferential parking for EV and CNG vehicles; • Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance; • Use of electric (instead of diesel or gasoline-powered) yard trucks; • Use of SmartWay 1.25 rated trucks. • Provide a display case or kiosk displaying transportation information including the RTA bus schedule in a prominent area accessible to employees. • Use landscape maintenance companies that use battery powered or electric equipment or contract only with commercial landscapers who operate with equipment that complies with the most recent California Air Resources Board certification standards, or standards adopted no more than three years prior to date of use or any combination of these two themes.						
4.2.6.3B The project shall be designed to facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills by providing easily accessible areas that are dedicated to the collection and storage of recyclable materials including: paper, cardboard,	City of Moreno Valley Building and Safety	Prior to Construction (once)	Prior to Issuance of Building Permits and Final Site Plan Approval	Review of final site plan and building plans and on-site inspection		Withhold Building Permits

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
glass, plastics, and metals. Locations of proposed recyclable materials collection areas are subject to review and approval by the City. Prior to Final Site Plan approval, locations of proposed recyclable materials collection areas shall be delineated on the project site plan.						
BIOLOGICAL RESOURCES						
Mitigation Measure BIO-1: No more than 72 hours prior to initiation of ground-disturbing activities, a pre-construction survey shall be completed by a qualified biologist. The survey will identify special status avian species (if any) within the area of intended disturbance. In the event no special status avian species are identified within the limits of disturbance, no further mitigation is required. In the event such species are identified within the limits of ground disturbance, **Mitigation Measure BIO-3** shall apply.	City of Moreno Valley Planning Division	Prior to Grading	Prior to Issuance of Grading Permit	Submittal of Evidence that the pre-construction survey has been completed.		Withhold Grading Permit
Mitigation Measure BIO-2: No more than 72 hours prior to initiation of ground-disturbing activities, a pre-construction burrowing owl survey shall be completed by a qualified biologist for the planned disturbance area. The pre-construction burrowing owl surveys may be conducted as part of the survey required in **Mitigation Measure BIO-1**. A report detailing the findings of the pre-construction survey shall be submitted to the City prior to the initiation of ground-disturbing activities. In the event no	City of Moreno Valley Planning Division	Prior to grading	Prior to Issuance of Grading Permit	Submittal of Evidence that a qualified biologist has been hired and the pre-construction survey has been completed. Submittal of a report of the survey findings.		Withhold Grading Permit

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
burrowing owls are identified within the limits of ground disturbance, no further mitigation is required. In the event burrowing owls are identified within the limits of ground disturbance, **Mitigation Measures BIO-3** and **BIO-4** shall apply.						
Mitigation Measures BIO-3. If nesting special status avian or burrowing owl species are determined to occupy a proposed area of disturbance a biological monitor will be present during construction to ensure no construction activity shall take place within 500 feet of an active nest/burrow until it has been determined by the biological monitor that the nest/burrow is no longer active, and all juveniles have fledged the nest/burrow.	City of Moreno Valley Planning Division	Prior to grading	Prior to Issuance of Grading Permit			Withhold Grading Permit
Mitigation Measure BIO-4: If active burrowing owl burrows are detected outside the breeding season, then passive and/or active relocation may be approved following consultation with the CDFG and/or USFWS. One-way doors may be installed as part of a passive relocation program. Burrowing owl burrows shall be excavated with hand tools by a qualified biologist when determined to be unoccupied, and backfilled to ensure that animals do not re-enter the holes/dens.	City of Moreno Valley Planning Division	Prior to grading	Prior to Issuance of Grading Permit	Provide evidence to the City that the passive relocation plan has been approved by CDFG and USFWS.		Withhold Grading Permit
CULTURAL RESOURCES						
Mitigation Measure CUL-1: Prior to construction involving excavation four feet or more below existing surface	City of Moreno Valley Planning Division	Prior to grading and on-going during ground	Prior to Issuance of Grading Permit	Provide evidence to the City that a qualified		Withhold Grading Permit/ Issuance of a Stop Work

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
grade, the construction contractor shall provide evidence that a qualified paleontologist has been retained, and that the paleontologist(s) shall be present during all grading and other significant ground-disturbing activities that reach four feet or more below existing surface grade. In the event fossiliferous deposits are encountered, the following measures shall be implemented: • Monitoring shall be conducted by qualified paleontological monitor(s) of excavation in areas identified as likely to contain paleontological resources, including undisturbed older Pleistocene alluvium. Paleontological monitors shall be equipped to salvage fossils as they are unearthed, to avoid construction delays, and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates. Monitors shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens. Monitoring may be reduced if the potentially fossiliferous units are determined upon exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources. • Paleontological monitoring of any earthmoving will be conducted by a monitor, under direct guidance of a		disturbing activities.		paleontologist has been retained, and that the paleontologist(s) will be present during all grading and other significant ground-disturbing activities that reach four feet or more below existing surface grade. A report of findings shall be submitted to the City after the finalization of construction.		Order

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
qualified paleontologist. Earthmoving in areas of the parcel where previously undisturbed sediments are buried, but not otherwise disturbed, will not be monitored. • Preparation of recovered specimens to a point of identification and permanent preservation, including washing of sediments to recover small invertebrates and vertebrates. • Identification and curation of specimens into a professional, fully accredited museum repository with permanent retrievable storage. The paleontologist must have a written repository agreement in hand prior to the initiation of mitigation activities. • Preparation or a report of findings with and appended itemized inventory of specimens. The report and report and inventory, when submitted to the City of Moreno Valley along with confirmation of the curation of recovered of recovered specimens into an established, accredited museum repository, will signify completion of the program to mitigate impacts to paleontological resources						
GEOLOGY AND SOILS						
Mitigation Measure GEO-1: Prior to the issuance of grading permits, any existing low density soils and/or saturated soils	City of Moreno Valley Planning Division	Prior to grading	Prior to Issuance of Grading Permit	• Review of construction documents and on-	•	• Withhold Grading Permit

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
shall be removed to competent natural soil under the inspection of the Soils Engineering Firm. After the exposed surface has been cleansed of debris and/or vegetation, it shall be scarified until it is uniform in consistency, brought to the proper moisture content and compacted to a minimum of 90 percent relative compaction (in accordance with ASTM: D-1557). In any area where a transition between fill and native soil or between bedrock and soil are encountered, additional excavation beneath foundations and slabs will be necessary in order to provide uniform support and avoid differential settlement of the structure. The on-site soils or approved import soils may be utilized for the compacted fill, provided they are free of any deleterious materials and shall not contain any rocks, brick, asphaltic concrete, concrete, or other hard materials greater than eight inches in maximum dimensions. Any import soil must be approved by the Soils Engineering firm a minimum of 24 hours prior to importation to the site. The approved fill soils shall be placed in layers not in excess of six inches in thickness. Each lift shall be uniform in thickness and thoroughly blended. The fill soils shall be brought to within 2 percent of the optimum moisture content, unless otherwise specified by the Soils Engineering firm. Each lift shall be compacted to a minimum of 90 percent	Engineering			site inspection		

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
relative compaction (in accordance with ASTM: D-1557) and approved prior to the placement of the next layer of soil. Compaction tests shall be obtained at the discretion of the Soils Engineering firm but to a minimum of one test for every 500 cubic yards placed and/or for every two feet of compacted fill placed. The minimum relative compaction shall be obtained in accordance with accepted methods in the construction industry. The final grade of the structural areas shall be in a dense and smooth condition prior to placement of slabs-on-grade or pavement areas. No fill soils shall be placed, spread, or compacted during unfavorable weather conditions. When the grading is interrupted by heavy rains, compaction operations shall not be resumed until approved by the Soils Engineering firm. It should be noted that the above measure may be modified by the Final Geotechnical or Soils Report.						
Mitigation Measure GEO-2: Prior the issuance of grading permits, the project proponent shall inform the project engineers, architects, owner, maintenance personnel, and other interested parties of the Expansive Soil Guidelines provided in the project's geotechnical analysis [Geotechnical Engineering Investigation Proposed Industrial Development Southwest Corner of Perris Boulevard and Grove View Road Moreno Valley, California,	City of Moreno Valley Planning Division Building and Safety Engineering	Prior to grading	Prior to Issuance of Grading Permit	Review of grading and construction documents and on-site inspection		Withhold Grading Permit

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
NorCal Engineering, March 7, 2007]. The recommendations identified in the project's Expansive Soil Guidelines shall be implemented by the project engineers, architects, owner, maintenance personnel, and other interested parties in the applicable design guidelines. Applicable design guidelines shall be included and implemented in the project's grading plans.						
GREENHOUSE GASES AND GLOBAL CLIMATE CHANGE						
4.3.6.1A Prior to the issuance of building permits, the project applicant shall provide evidence to the City of Moreno Valley that building features have been incorporated in building plans as required by Title 24 of the California Code of Regulations. These features include but are not limited to the following: • Exterior windows in the office areas shall utilize window treatments for efficient energy conservation. • Per CALGreen Code requirements, water-efficient fixtures and appliances, including but not limited to low-flow faucets, dual-flush toilets minimizing water consumption by 20 percent from the Building Standards Code baseline water consumption shall be used. • Per CALGreen Code requirements, a Commissioning Plan shall be	City of Moreno Valley Building and Safety Planning Division	Prior to construction	Prior to issuance of building permits	Review of construction documents and on-site inspection		Withhold Building Permit

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
prepared and all building systems (e.g., heating, ventilation, and air-conditioning [HVAC], irrigation systems, lighting, water heating) shall be commissioned by the Commissioning Authority. • Per CALGreen Code, restrict watering methods (e.g., prohibit systems that apply water to non-vegetated surfaces) and control runoff.						
4.3.6.1B Prior to the issuance of building permits, the project applicant shall provide evidence to the City of Moreno Valley that the following measures have been incorporated into the design and construction of the project: • Encourage use of locally produced and/or manufactured building materials for at least 10 percent of the construction materials used for the project. • Encourage use of "Green Building Materials," such as those materials that are resource efficient, and recycled and manufactured in an environmentally friendly way, for at least 10 percent of the project. • Limit unnecessary idling of construction equipment. A reduction in equipment idling would reduce fuel consumption, and therefore, GHG emissions.	City of Moreno Valley Building and Safety Planning Division	Prior to construction	Prior to issuance of building permits	Review of construction documents/building plans and on-site inspection		Withhold Building Permit

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance

• Maximize the use of electricity from the power grid by replacing diesel- or gasoline-powered equipment where feasible. This would reduce GHG emissions because electricity can be produced more efficiently at centralized power plants.
• Design the project building to exceed the California Building Code's (CBC) 2008 Title 24 energy standard by 20%, including, but not limited to, any combination of the following:
  ○ Increase insulation such that heat transfer and thermal bridging is minimized.
  ○ Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption.
  ○ Incorporate ENERGY STAR or better rated windows in the office area, space heating and cooling equipment, light fixtures, appliances, or other applicable electrical equipment in the office areas.
• Provide a landscape and development plan for the project that takes advantage of shade, prevailing winds, and landscaping. The landscaping plan shall be prepared by a registered landscape						

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
architect who will consider the following: ○ Plant at least 50 percent low-ozone forming potential (Low-OFP) trees and shrubs, preferably native, drought-resistant species, to meet city/county landscaping requirements. ○ Plant Low-OFP, native, drought-resistant, tree and shrub species, 20% in excess of that already required by city or county ordinance. Consider roadside, sidewalk, and driveway shading. • Install efficient lighting and lighting control systems. Use daylight as an integral part of the lighting systems in buildings. • Install light-colored "cool" roof and cool pavements. • Install energy-efficient heating and cooling systems, appliances and equipment, and control systems. • Install solar or light-emitting diodes (LEDs) for outdoor lighting. • Install electrical outlets on the exterior walls of the warehouse/office building (and perhaps parking lots) to promote the use of electric landscape						

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
maintenance equipment.						
4.3.6.1C Prior to the issuance of occupancy permits, the project applicant shall provide evidence to the City of Moreno Valley that the following measures have been incorporated into the operation of the project: • The project applicant shall use low Global Warming refrigerants or natural refrigerants (ammonia, propane, carbon dioxide [CO_2]) for refrigeration and fire suppression equipment. • Provide vegetative or man-made exterior wall shading devices for east-, south-, and west facing walls with windows in the office areas. • Devise a comprehensive water conservation strategy appropriate for the project and its location. The strategy may include the following, plus other innovative measures that may be appropriate: • Install drought tolerant plants for landscaping. • Use reclaimed water for landscape irrigation within the project. Install the infrastructure to deliver and use reclaimed water. • Install water-efficient irrigations systems, such as weather-based and soil-moisture-based irrigation	City of Moreno Valley Building and Safety Planning Division	Prior to building permit and occupancy	Prior to issuance of occupancy permit	Review of construction documents and on-site inspection		Withhold Occupancy Permit

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
controllers and sensors for landscaping according to the California Department of Water Resources Model Efficient Landscape Ordinance. • Provide employee education about reducing waste and available recycling services.						
4.3.6.1D The building roof structure shall be designed and constructed to accommodate future solar panels.	City of Moreno Valley Building and Safety Planning Division	Prior to building permit issuance	Prior to issuance of building permit	Review of construction documents		Withhold Building Permits
4.3.6.1E The project shall be designed and constructed to meet LEED Silver (as of July 12, 2012) or comparable design standards.	City of Moreno Valley Building and Safety Planning Division	Prior to building permit	Prior to issuance of building permit	The developer shall submit to the City proof from a LEED specialist that the building and project design meets the LEED Silver design standards prior to City approval of the building and landscape plans.		Withhold Building Permits
HYDROLOGY AND WATER QUALITY						
Mitigation Measure HYD-01: Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall provide evidence to the City that a Notice of Intent (NOI) with the Regional Water Quality Control Board has been filed to be covered	City of Moreno Engineering	Prior to grading	Prior to the Issuance of Grading Permits	Submittal of copy of Notice of Intent to City filed with the RWQCB		Withhold Grading Permits

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
under the State NPDES General Construction Permit for discharge of stormwater associated with construction activities.						
Mitigation Measure HYD-02: Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall submit to the State Water Quality Control Board, a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall include a surface water control plan and erosion control plan citing specific measures to control on-site and off-site erosion during the entire grading and construction period. Additionally, the SWPPP shall identify structural and nonstructural BMPs to control sediment and non-visible discharges from the site. BMPs to be implemented in the SWPPP may include but shall not be limited to the following: • Sediment discharges from the site may be controlled by the following: gravel bags, silt fences, straw wattles and temporary debris basins (if deemed necessary), and other discharge control devices. The construction and condition of the BMPs will be periodically inspected during construction, and repairs will be made when necessary as required by the SWPPP. • Materials that have the potential to contribute non-visible pollutants to stormwater must not be placed in	City of Moreno Engineering	Prior to grading	Prior to the Issuance of Grading Permits	Review and approval of SWPPP		Withhold Grading Permits

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
drainage ways and must be contained, elevated, and placed in temporary storage containment areas. • All loose piles of soil, silt, clay, sand, debris, and other earthen material shall be protected in a reasonable manner to eliminate any discharge from the site. Stockpiles will be surrounded by silt fences. • The SWPPP will include inspection forms for routine monitoring of the site during the construction phase to ensure NPDES compliance. • Additional BMPs and erosion control measures will be documented in the SWPPP and utilized if necessary. • The SWPPP will be kept on site for the entire duration of project construction and will also be available to the local RWQCB for inspection at any time. In the event that it is not feasible to implement the above BMPs, the City of Moreno Valley can make a determination that other BMPs will provide equivalent or superior treatment either on or off site.						
Mitigation Measure HYD-03: Prior to the issuance of grading permits, the project proponent shall provide evidence to the City that the following provisions have been added to construction	City of Moreno Engineering	During grading and construction	Prior to Grading	Review of construction documents and on-site inspection		Withhold Grading Permit

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
contracts for the project: • The Construction Contractor shall be responsible for performing and documenting the application of BMPs identified in the SWPPP. Weekly inspections shall be performed on sediment control measures called for in the SWPPP. Monthly reports shall be maintained by the Contractor and submitted to the City for inspection. In addition, the Contractor will also be required to maintain an inspection log and have the log on site to be reviewed by the City of Moreno Valley and the representatives of the Regional Water Quality Control Board.						
Mitigation Measure HYD-04: Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall receive approval from the City of Moreno Valley for a Final Water Quality Management Plan (F-WQMP). The F-WQMP shall specifically identify pollutants of concern, site design, source control, and treatment control BMPs that shall be used on site to control predictable pollutant runoff in order to reduce impacts to water quality to the maximum extent practicable.	City of Moreno Engineering	Prior to grading	Prior to Issuance of Grading Permit	Submittal of WQMP to City for review and approval		Withhold Grading Permit
Mitigation Measure HYD-05: Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall receive approval from the City of Moreno Valley, a Final Hydrologic and Hydraulic Analysis based	City of Moreno Engineering	Prior to grading	Prior to Issuance of Grading Permits	Submittal of evidence that all requirements are fulfilled		Withhold Grading Permit

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
on the City's existing drainage requirements.						
NOISE						
4.4.6.1A During all project site excavation and grading on site, the project contractor shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers consistent with manufacturers' standards.	City of Moreno Valley Building and Safety Engineering Planning Division	Throughout construction	Prior to Issuance of Grading Permit	Review of construction documents and on-site inspection		Withhold Grading Permit
4.4.6.1B The project contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest to the project site.	City of Moreno Valley Building and Safety Engineering Planning Division	Throughout construction /on-site inspection	Prior to Issuance of Grading Permit	Review of construction documents and on-site inspection		Withhold Grading Permit or Stop Work Order
4.4.6.1C The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise-sensitive receptors nearest to the project site during all project construction.	City of Moreno Valley Building and Safety Engineering Planning Division	Throughout construction /on-site inspection	Prior to Issuance of Grading Permit	Review of construction documents and on-site inspection		Withhold Grading Permit or Stop Work Order
4.4.6.1D During all project site construction activities, the construction contractor shall limit all construction-related activities that would result in high	City of Moreno Valley Building and Safety	Throughout construction /on-site inspection	Prior to Issuance of Grading Permit	Review of construction documents and on-site inspection		Withhold Grading Permit or Stop Work Order

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
noise levels to between the hours of 6:00 a.m. and 8:00 p.m. on weekdays and between the hours of 7:00 a.m. to 8:00 p.m. on weekends and holidays, unless written approval is obtained from the City Building Official or City Engineer. For grading activity, the hours are limited to between 7 am and 6 pm weekdays and 8 am to 4 pm on weekends and holidays.	Engineering Planning Division					
TRANSPORTATION						
4.5.6.1A. Prior to the issuance of building permits, the project applicant shall participate in the City of Moreno Valley Development Impact (DIF) Fee Program and pay the project's fair share for local circulation improvements as outlined in the VIP Moreno Valley Project Traffic Study. The City shall ensure that the intersection and street improvements outlined in the VIP Moreno Valley Project Traffic Study will be constructed pursuant to the timeframes established by the City of Moreno Valley Development Impact Fee Program.	City of Moreno Valley Building and Safety Engineering Planning Division	Once after construction	Prior to the Issuance of Certificate of Occupancy	Evidence of Payment of City DIF fees		Withhold Certificate of Occupancy
4.5.6.1B. Prior to the issuance of building permits, the project applicant shall participate in the County of Riverside Transportation Uniform Mitigation Fee (TUMF) Program and pay the project's fair share for regional circulation improvements. The City shall ensure that the intersection and street improvements outlined in the VIP Moreno Valley Project Traffic Study will be constructed pursuant to the	City of Moreno Valley Building and Safety Engineering	Once after construction	Prior to the Issuance of Certificate of Occupancy	Evidence of Payment of Riverside County TUMF fees		Withhold Certificate of Occupancy

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
timeframe established by the County of Riverside TUMF Program.						
4.5.6.2A. Prior to the issuance of occupancy permits, the project applicant shall have constructed the site access roadway improvements outlined below. • Indian Street/South Project Driveway: Restripe to convert center turn lane on Indian Street to a two-way left-turn lane. This location does not meet a peak hour signal warrant. This is a site-adjacent improvement to be constructed by the project applicant.	City of Moreno Valley Engineering	Once after construction	Prior to the Issuance of Occupancy Permits	Review of construction documents and on-site inspection		Withhold Occupancy Permits

ATTACHMENT 3

RESOLUTION NO. 2012-78

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, FOR APPROVAL OF PLOT PLAN PA09-0004 FOR DEVELOPMENT OF A 1,616,133 SQUARE FOOT WAREHOUSE DISTRIBUTION FACILITY ON 80 ACRES LOCATED WITHIN ASSESSOR'S PARCEL NUMBERS 488-330-003 THROUGH -006 AND -026 AND PA09-0012 (TENTATIVE PARECEL MAP NO. 36162) TO COMBINE FOUR PARCELS INTO A SINGLE PARCEL.

Section 1:

WHEREAS, Vogel Engineers, Inc., has filed an application for the approval of PA09-0004, a plot plan for a 1,616,133 square foot warehouse distribution facility on 80 acres, as described in the title of this Resolution.

WHEREAS, on September 25, 2012, the City Council held a public hearing to consider the project.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

WHEREAS, there is hereby imposed on the subject development project certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances;

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that this project is subject to certain fees, dedications, reservations and other exactions as provided herein.

NOW, THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this City Council during the above-referenced meeting on September 25, 2012, including written and oral staff reports, and the record from the public hearing, this Planning Commission hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.
FACT: The General Plan encourages a mix of industrial uses to provide a diversified economic base and ample employment opportunities. Stated policies require the avoidance of adverse impacts on surrounding properties and the screening of industrial uses to reduce glare, noise, dust, vibrations and unsightly views. The project as designed and conditioned would achieve the objectives of the City of Moreno Valley's General Plan. The proposed project is consistent with the General Plan and do not conflict with the goals, objectives, policies, and programs established within the Plan.

2. Conformance with Zoning Regulations – The proposed use complies with all applicable zoning and other regulations.

   FACT: The project site is currently zoned Industrial. The proposed use will comply with all applicable zoning regulations and the requirements of the Moreno Valley Industrial Area Plan (SP #208). The project is designed in accordance with the provisions of Chapter 9.05 Industrial Districts of the City's Municipal Code.

3. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

   FACT: The proposed 1,616,133 square warehouse facility as designed and conditioned will not adversely affect the public health, safety or general welfare. A Final EIR has been prepared to address the potential environmental impacts of the project in accordance with the provisions of the California Environmental Quality Act (CEQA).

4. Location, Design and Operation – The location, design and operation of the proposed project will be compatible with existing and planned land uses in the vicinity.

   FACT: The project is located in the Moreno Valley Industrial Area Plan (SP 208), south side of Grove View Road between Perris Boulevard and Indian Street at the City's southern boundary.

   Land uses to the north include a Waste Management facility and a 426,700 square foot warehouse building. Land uses to the west include the 360,440 square foot i-Herb warehouse building,

approximately 20 acres of vacant Industrial zoned land and a site currently used for container storage. Further to the west is the southern approach to the runways at March Air Reserve Base. Land uses to the east include a ministorage facility, the approximately 255,000 square foot Masonite Door factory, and the approximate 1.2 million square foot Ross Dress For Less distribution facility.

The project site is located at the southerly City limits with a mixture of vacant Industrial zoned land and developed distribution land uses within the City of Perris on the south side of the Perris Valley Storm Drain.

The proposed warehouse distribution facility is a permitted use in the project site's Industrial zone. As designed and conditioned the project is compatible with existing and proposed land uses in the vicinity.

Section 2:

WHEREAS, the applicant, Vogel Engineers, Inc., has filed an application for the approval of PA09-0012 or Tentative Parcel Map No. 36162 to combine the existing four parcels located within the project site into a single 80 acre.

WHEREAS, on September 25, 2012, the City Council of the City of Moreno Valley held a public hearing to consider the subject applications and the environmental documentation prepared for the project.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

WHEREAS, there is hereby imposed on the subject development project certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances;

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that this project is subject to certain fees, dedications, reservations and other exactions as provided herein.

NOW, THEREFORE, BE IT RESOLVED, it is hereby found, determined and resolved by the Planning Commission of the City of Moreno Valley as follows:

A. This Planning Commission hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this City Council during the above-referenced meeting on September 25, 2012, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. Conformance with General and Specific Plans – That the proposed land division is consistent with applicable general and specific plans.

   FACT: The proposed tentative parcel map is consistent with the General Plan designation of Business Park for the project site. The proposed parcel map will combine the existing four parcels located within the project site into a single 80 acre parcel. The proposed land division is consistent with existing goals, objectives, policies and programs of the general plan.

2. Design Conformance with General and Specific Plans – That the design or improvement of the proposed land division is consistent with applicable general and specific plans.

   FACT: The tentative parcel map as designed and conditioned will provide improvements that are consistent with the requirements of the project site's General Plan land use designation of Business Park.

3. Physically Suitable for Proposed Development – That the site of the proposed land division is physically suitable for the type of development.

   FACT: The project site is comprised of multiple vacant rectangular shaped parcels that are mostly flat. The project is located in the Moreno Valley Industrial Area Plan (SP 208), south side of Grove View Road between Perris Boulevard and Indian Street at the City's southern boundary. Land uses to the north include a Waste Management facility and a 426,700 square foot warehouse building. Land uses to the west include the 360,440 square foot i-Herb warehouse building, approximately 20 acres of vacant Industrial zoned land and a site currently used for container storage. Further to the west is the southern approach to the runways at March Air Reserve Base. Land uses to the east include a ministorage facility, the approximately 255,000 square foot Masonite Door factory, and the approximate 1.2 million square foot Ross Dress For Less distribution facility.

The project site is located at the southerly City limits with a mixture of vacant Industrial zoned land and developed distribution land uses within the City of Perris on the south side of the Perris Valley Storm Drain.

Overall, the project site is well suited for future development of industrial land uses.

4. Physically Suitable for Proposed Density – That the site of the proposed land division is physically suitable for the proposed density of the development.

   FACT: The project site is mostly flat and at grade along Perris Boulevard, Indian Street and Grove View Road. The parcel map is designed in accordance with the provisions of the City's Municipal Code. The project site is physically suitable for the subdivision.

5. Protection of Fish or Wildlife Habitat – That the design of the proposed land division or the proposed improvements are not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat.

   FACT: A Final EIR has been prepared in accordance with the provisions of the California Environmental Quality Act (CEQA), concluding that with mitigation and as conditioned and designed, the proposed subdivision would result in less than significant impacts to Fish and Wildlife resources. The project has also been determined to be consistent with the Multiple Species Habitat Conservation Plan (MSHCP).

6. Health, Safety and Welfare – That the design of the proposed land division or the type of improvements are unlikely to cause serious public health problems.

   FACT: As conditioned, the proposed parcel map would not cause serious public health problems. The Eastern Municipal Water District will provide water and sewer services to the project site. There are no known hazardous conditions associated with the property, the design of the land division or the type of improvements.

7. Easements – That the design of the land division or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.

FACT: The tentative parcel map has been designed to accommodate and not conflict with existing easements on the subject site including utility and storm drain easements.

8. Consistent with Applicable City Ordinances – That the proposed land division and the associated design and improvements are consistent with applicable ordinances of the city.

   FACT: The tentative parcel map is designed in accordance with the provisions of the City's Municipal Code.

9. Passive or Natural Heating and Cooling – That the design of the land division provides, to the extent feasible, for future passive or natural heating and cooling opportunities in the subdivision.

   FACT: The design of this parcel map, to the extent feasible, allows solar access for passive heating and opportunities for placement of shade trees and other vegetation for cooling.

10. Regional Housing – That the effect of the proposed land division on the housing needs of the region were considered and balanced against the public service needs of the residents of Moreno Valley and available fiscal and environmental resources.

    FACT: The project does not exceed the planned density, the associated public service demand, or the demand for environmental resources envisioned by the Moreno Valley General Plan. The project will supplement the City's fiscal resources by paying impact fees for public facilities. Additionally, future residents will pay Community Services District fees, property tax, sales tax and other taxes and fees that will be used to provide landscape maintenance as well as police, fire and other public services.

Section 3:

C. FEES, DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

1. FEES

   Impact, mitigation and other fees are due and payable under currently applicable ordinances and resolutions. These fees may include but are not limited to: Development Impact Fee, Transportation Uniform Mitigation Fee (TUMF), Multi-species Habitat Conservation Plan (MSHCP) Mitigation Fee, Stephens Kangaroo Habitat Conservation fee, Underground Utilities in lieu

Fee, Area Drainage Plan fee, Bridge and Thoroughfare Mitigation fee (Future) and Traffic Signal Mitigation fee. The final amount of fees payable is dependent upon information provided by the applicant and will be determined at the time the fees become due and payable.

Unless otherwise provided for by this resolution, all impact fees shall be calculated and collected at the time and in the manner provided in Chapter 3.32 of the City of Moreno Valley Municipal Code or as so provided in the applicable ordinances and resolutions. The City expressly reserves the right to amend the fees and the fee calculations consistent with applicable law.

2. DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

The adopted Conditions of Approval for PA09-0004 and PA09-0012, incorporated herein by reference, may include dedications, reservations, and exactions pursuant to Government Code Section 66020 (d) (1).

3. CITY RIGHT TO MODIFY/ADJUST; PROTEST LIMITATIONS

The City expressly reserves the right to establish, modify or adjust any fee, dedication, reservation or other exaction to the extent permitted and as authorized by law.

Pursuant to Government Code Section 66020(d)(1), NOTICE IS FURTHER GIVEN that the 90 day period to protest the imposition of any impact fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this resolution and any such protest must be in a manner that complies with Section 66020(a) and failure to timely follow this procedure will bar any subsequent legal action to attack, review, set aside, void or annul imposition.

The right to protest the fees, dedications, reservations, or other exactions does not apply to planning, zoning, grading, or other similar application processing fees or service fees in connection with this project and it does not apply to any fees, dedication, reservations, or other exactions of which a notice has been given similar to this, nor does it revive challenges to any fees for which the Statute of Limitations has previously expired.

BE IT FURTHER RESOLVED that the City Council HEREBY APPROVES Resolution No. 2012-78

1. APPROVING PA09-0004 (Plot Plan), subject to the attached conditions of approval included as Exhibit A; and

2. APPROVING PA09-0012 (Tentative Parcel Map No. 36162), subject to the attached conditions of approval included as Exhibit B.

APPROVED AND ADOPTED this 25th day of September, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Resolution No. 2012-78
Date Adopted: September 25, 2012

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-78 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of September, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Resolution No. 2012-78
Date Adopted: September 25, 2012

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MV00179265

CITY OF MORENO VALLEY EXHIBIT A
CONDITIONS OF APPROVAL FOR
PLOT PLAN PA09-0004 FOR A WAREHOUSE DISTRIBUTION FACILITY
ASSESSOR'S PARCEL NUMBERS: 316-210-071, -073, -075 and -076

APPROVAL DATE:
EXPIRATION DATE:

_X_ Planning (P), including Building (B), School District (S), Post Office (PO)
_X_ Fire Prevention Bureau (F)
_X_ Land Development (LD)
_X_ Public Works – Special Districts (SD)
_X_ Public Works – Transportation Engineering (TE)
_X_ Public Works – Moreno Valley Utilities (MVU)
___ Parks & Community Services (PCS)
_X_ Police (PD)

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Planning Division

P1. Approval of Plot Plan PA09-0004 is subject to certification of an Environmental Impact Report by the City of Moreno Valley.

P2. Plot Plan PA09-0004 has been approved for development of a 1,616,133 square foot warehouse distribution facility, to be built on a 80 acre site within Assessor's Parcel Numbers 316-210-071, -073, -075 and -076. The facility includes 268 dock doors and 44,000 square feet of office. Required parking for this use equates to a total of 589 employee/visitor parking spaces and 368 truck/trailer parking spaces.

P3. Development of the warehouse facility is subject to approval of Tentative Parcel Map No. 36162 and the subsequent recordation of this map.

P4. A mitigation monitoring fee, as provided by City ordinance, shall be paid by the applicant within 30 days of project approval. No City permit or approval shall be issued until such fee is paid. (CEQA)

P5. Bicycle racks shall be provided at a minimum of five (5) percent of the required vehicular parking and shall be located near the designated office area(s).

Timing Mechanisms for Conditions (see abbreviation at beginning of affected condition):

R - Map Recordation | GP - Grading Permits | CO - Certificate of Occupancy or building final
WP - Water Improvement Plans | BP - Building Permits | P - Any permit

Governing Document (see abbreviation at the end of the affected condition):

GP - General Plan | MC - Municipal Code | CEQA - California Environmental Quality Act
Ord - Ordinance | DG - Design Guidelines | Ldscp - Landscape Development Guidelines and Specs
Res - Resolution | UFC - Uniform Fire Code | UBC - Uniform Building Code
SBM - Subdivision M

P6. The gates into truck loading and parking areas that are within view of a public street shall be of solid metal construction or wrought iron with mesh to screen the interior of the loading area.

P7. This project shall comply with South Coast Air Quality Management District (SCAQMD) rules related to dust generation (Rule 403) and the use of architectural coatings (Rule 1113).

P8. The design of all swales and basins that are visible from the public right-of-way shall be integrated with the surrounding landscape areas.

P9. Screening walls of decorative block or concrete tilt-up construction shall be provided to fully screen the truck loading and parking area for from view from Perris Boulevard, Indian Street and Grove View Road.

P10. Enhanced landscape shall be provided in the planter areas near each driveway and near the office portions of the facilities.

P11. All loudspeakers, bells, gongs, buzzers or other noise attention devices installed on the project site shall be designed to ensure that the noise level at all property lines will be at or below 55 dBA for consistency with the Municipal Code.

P12. Loading or unloading activities shall be conducted from the truck bays or designated loading areas only. (MC 9.10.140, CEQA)

P13. No outdoor storage is permitted on the project site, except for truck and trailer storage in designated areas within the screened truck courts.

P14. If the proposed project requires blasting, it shall be used only as a last resort. In such cases, it shall be approved by the Fire Marshall, and the developer shall comply with the current City ordinance governing blasting. (Ord)

P15. This approval shall expire three years after the approval date of this project unless used or extended as provided for by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever. Use means the beginning of substantial construction contemplated by this approval within the three-year period, which is thereafter pursued to completion, or the beginning of substantial utilization contemplated by this approval. (MC 9.02.230)

P16. PA09-0004 shall be developed in accordance with the approved plans on file in the Community & Economic Development Department - Planning Division, the Municipal Code regulations, General Plan, the Moreno Valley Industrial Area Plan and the conditions contained herein. Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to

the satisfaction of the City Planning Official. (MC 9.14.020)

P17. The developer, or the developer's successor-in-interest, shall be responsible for maintaining any undeveloped portion of the project site in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)

P18. A drought tolerant, low water using landscape palette shall be utilized throughout the project.

P19. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)

P20. Any signs indicated on the submitted plans are not included with this approval. Any signs proposed for this development shall be designed in conformance with the sign provisions of the Municipal Code or approved sign program, if applicable, and shall require separate application and approval by the Community & Economic Development Department - Planning Division. (MC 9.12.020)

Prior to Issuance of Grading Permits

P21. (GP) All site plans, grading plans, landscape and irrigation plans, fence/wall plans, lighting plans and street improvement plans shall be coordinated for consistency with this approval.

P22. (GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community & Economic Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

If human remains are discovered, work in the affected area shall cease immediately and the County Coroner shall be notified. If it is determined that the remains are potentially Native American, the California Native American Heritage Commission and any and all affected Native American Indians tribes such as the Morongo Band of Mission Indians or the Pechanga Band of Luiseno Indians shall be notified and appropriate measures provided by State law shall be implemented. (GP Objective 23.3, DG, CEQA).

P23. (GP) Prior to the issuance of grading permits, final erosion control landscape and irrigation plans for all cut or fill slopes over 3 feet in height shall be submitted to the Planning Division for review and approval for the phase in process. The plans shall

be designed in accordance with the slope erosion plan as required by the City Engineer for that phase. Man-made slopes greater than 10 feet in height shall be "land formed" to conform to the natural terrain and shall be landscaped and stabilized to minimize visual scarring. (GP Objective 1.5, MC 9.08.080, DG)

P24. (GP) Prior to approval of any grading permit, the developer shall submit for review and approval of a tree plan to the Planning Division. The plan shall identify all mature trees (4 inch trunk diameter or larger) on the subject property, City right-of-way or Caltrans right-of-way. Using the grading plan as a base, the plan shall indicate trees to be relocated, retained, and removed. Replacement trees shall be: shown on the plan; be a minimum size of 24 inch box; and meet a ratio of three replacement trees for each mature tree removed or as approved by the Community Development Director. (GP Objective 4.4, 4.5, DG)

P25. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephens' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)

P26. (GP) Prior to approval of any grading permits, plans for any security gate system shall be submitted to the Community Development Department - Planning Division for review and approval.

P27. (GP) If a median is required, then prior to approval of any grading permits, final median enhancement/landscape/irrigation plans shall be submitted to the Community Development Department - Planning Division and Public Works Department – Special Districts for review and approval by each division. Timing of installation shall be determined by PW- Special Districts. (GP - Circulation Master Plan)

P28. (GP) Prior to issuance of any grading permits, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein.

P29. (GP) Prior to the issuance of grading permits, the grading plan shall show decorative treatment for all driveway ingress/egress locations of the project. Accessible pedestrian pathways interior to the site cannot be painted. If delineation is necessary, then an alternative material is required.

P30. (GP) Prior to the issuance of a grading permit, all required planter areas, curbs, including twelve-inch concrete step outs, and required parking space striping shall be shown on the precise grading plan.

P31. (GP) Prior to the issuance of grading permits, the following burrowing owl survey requirements shall be incorporated into the grading plans in accordance with the Riverside County Multi-species Habitat Conservation Plan: Within 30 days of and prior to disturbance, a burrowing owl focused survey shall be conducted by a qualified biologist using accepted protocols. The survey shall be submitted to the Planning Division for review and

approval.

P32. (GP) Prior to issuance of grading permits, landscape plans (trees, shrubs and groundcover) for basins maintained by a POA or other private entity shall be submitted to the Planning Division for review and approval for the sides and/or slopes. A hydroseed mix with irrigation is acceptable for the bottom of all the basin areas. All detention basins shall include trees, shrubs and groundcover up to the concreted portion of the basin. A solid decorative wall with pilasters, tubular steel fence with pilasters or other fence or wall approved by the Community Development Director is required to secure all water quality and detention basins more than 18 inches in depth.

P33. (GP) Prior to issuance of grading permits, the developer shall submit wall/fence plans to the Planning Division for review and approval as follows:

- **A. A maximum 3 foot high decorative wall in lieu of a hedge or berm may be placed in setback areas adjacent to a parking lot.**
- **B. Any proposed retaining walls shall also be decorative in nature, while the combination of retaining and other walls on top shall not exceed the height requirement for the specific plan and/or Municipal Code.**
- **C. A 14 foot tall solid wall of decorative block with pilasters and a cap or concrete tilt-up construction shall be provided to screen the trucks, parked trailers and the loading areas and loading docks from view from Perris Boulevard, Indian Street and Grove View Road.**
- **D. An 8 foot tall chain link fence with slats is required along the southern property line along the Riverside County Flood Control maintenance road.**

<u>Prior to Issuance of Building Permits</u>

P34. (BP) Prior to issuance of building permits, the Community & Economic Development Department - Planning Division shall review and approve the location and method of enclosure or screening of transformer cabinets, commercial gas meters and back flow preventers as shown on the final working drawings. Location and screening shall comply with the following criteria: transformer cabinets and commercial gas meters shall not be located within required setbacks and shall be screened from public view either by architectural treatment or with landscaping; multiple electrical meters shall be fully enclosed and incorporated into the overall architectural design of the building(s); back-flow preventers shall be screened by landscaping that will provide complete screening upon maturity. (GP Objective 43.30, DG)

P35. (BP) Prior to issuance of building permits, screening details shall be addressed on plans for roof top equipment and trash enclosures submitted for Community & Economic Development Department - Planning Division review and approval. All equipment shall be completely screened so as not to be visible from public view, and the screening shall be an integral part of the building. For trash enclosures, landscaping shall be included on at least three sides. The trash

including any roofing, shall be compatible with the architecture for the building(s). (GP Objective 43.6, DG)

P36. (BP) Prior to issuance of building permits, two copies of a detailed, on-site, computer generated, point-by-point comparison lighting plan, including exterior building, parking lot, and landscaping lighting, shall be submitted to the Community & Economic Development Department - Planning Division for review and approval. The lighting plan shall be generated on the plot plan and shall be integrated with the final landscape plan. The plan shall indicate the manufacturer's specifications for light fixtures used and shall include style, illumination, location, height and method of shielding. The lighting shall be designed in such a manner so that it does not exceed 0.5 foot candles illumination beyond at the property line. The lighting level for all parking lots or structures shall be a minimum coverage of one foot-candle of light with a maximum of eight foot-candles. After the third plan check review for lighting plans, an additional plan check fee will apply. (MC 9.08.100, DG)

P37. (BP) Prior to issuance of building permits or as permitted by current City policy, the developer or developer's successor-in-interest shall pay all applicable impact fees, including but not limited to Transportation Uniform Mitigation fees (TUMF), Multi-species Habitat Conservation Plan (MSHCP) mitigation fees, and the City's adopted Development Impact Fees. (Ord)

P38. (BP) Prior to issuance of building permits, final landscaping and irrigation plans shall be submitted to the Community & Economic Development Department - Planning Division for review. All landscape plans shall be approved prior to the release of any building permits for the site. After the third plan check review for landscape plans, an additional plan check fee shall apply. The plans shall be prepared in accordance with the City's Landscape Standards and Specifications and shall include:

A. A landscape berm, hedge or a maximum 3 foot decorative wall is required adjacent to parking areas along public rights-of-way.
B. All finger and end planters shall be included at an interval of one per 12 parking stalls, be a minimum 5' x 16', and include additional 12" concrete step-outs and 6" curbing. (MC9.08.230, City's Landscape Standards)
C. All diamond planters shall be included at an interval of one per 3 parking stalls.
D. Drought tolerant landscape shall be provided. Sod shall be limited to public gathering areas only and not be included along the perimeter of the project site.
E. On site trees shall be planted at an equivalent of one (1) tree per thirty (30) linear feet of building dimension. Trees may be massed for pleasing aesthetic effects.
F. **Enhanced landscaping shall be included at all driveway and corner locations.**
G. All site perimeter and parking lot landscape and irrigation shall be installed prior to the release of certificate of any occupancy permits for the site or pad in question.

H. The review of all utility boxes, transformers etc. shall be coordinated to provide adequate screening from public view. (Landscape Guidelines)

I. **Street trees planted at 40 feet on center spacing shall be provided along the site's Perris Boulevard, Indian Street and Grove View Road frontages.**

J. **Along property boundaries visible from the public view and accessible to the general public, trees shall be planted at a rate of one tree per 30 linear feet of the interior property line. Tree clusters may satisfy this requirement.**

K. **The design of all swales and basins that are visible from the public right-of-way shall be integrated with the surrounding landscape areas.**

P44. (BP) Prior to the issuance of building permits, the landscape plans shall include landscape treatment for trash enclosures located outside of a truck court, to include landscape on three sides, and trash enclosures shall include decorative enhancements such as an enclosed roof and other decorative features that are consistent with the architecture of the proposed commercial buildings on the site, subject to the approval of the Community & Economic Development Director.

P45. (BP) Prior to the issuance of building permits, all fences and walls required or proposed on site, shall be approved by the Community & Economic Development Director. (MC 9.08.070)

P46. (BP) Prior to the issuance of building permits, downspouts will be interior to the building, or if exterior, integrated into the architecture of the building to include compatible colors and materials to the satisfaction of the Community & Economic Development Director.

P47. (BP) Prior to the issuance of building permits the building site plan shall include decorative concrete or pavers for all driveway ingress/egress locations for the project.

P48. (BP) Prior to issuance of building permits, a final map for Tentative Parcel Map No. 36162 (PA09-0012) must be approved and recorded and all conditions of approval related to the parcel map must be satisfied.

P49. (BP) Prior to issuance of any building permits, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein. (CEQA)

<u>Prior to Issuance of Certificate of Occupancy or Building Final</u>

P50. (CO) Prior to issuance of any Certificates of Occupancy or building final, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein. (CEQA) (Advisory)

P51. (CO) Prior to the issuance of Certificates of Occupancy or building final, all required and proposed fences and walls shall be constructed according to the approved plans on file in the Community & Economic Development Department – Planning Division. (MC 9.080.070).

P52. (CO) Prior to issuance of Certificate of Occupancy or building final, installed landscaping and irrigation shall be reviewed by the Community & Economic Development Department - Planning Division. The landscaping shall be installed in accordance with the City's Landscape Standards and the approved landscape plans.

P53. (CO) All rooftop equipment shall be appropriately screened and not visible from the public rights of way.

MITIGATION MEASURES

Air Quality

P54. 4.2.6.1A Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall place construction equipment staging areas at least 200 feet away from sensitive receptors. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City.

P55. 4.2.6.1B Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall utilize power sources (e.g., power poles) or clean-fuel (e.g., fuel other than diesel or gasoline) generators where feasible. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City.

P56. 4.2.6.1C Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall utilize California Air Resources Board (CARB) Tier II Certified equipment or better during the rough/mass grading phase for the following pieces of equipment: rubber-tired dozers and scrapers. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City.

P57. 4.2.6.1D All clearing, grading, earthmoving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.

P58. 4.2.6.1E The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three

times a day, preferably in the mid-morning, afternoon, and after work is done for the day.

P59. **4.2.6.1F** The contractor shall ensure that traffic speeds on unpaved roads and project site areas are reduced to 15 miles per hour or less to reduce PM10 and PM2.5 fugitive dust haul road emissions. Speed limit signs (15 mph maximum) shall be posted at entry points to the project site, and along any unpaved roads providing access to or within the project site and/or any unpaved designated on-site travel routes.

P60. **4.2.6.1G** Groundcover shall be replaced, and/or non-toxic soil stabilizers shall be applied (according to manufacturers' specifications) to any inactive construction areas (previously graded areas inactive for ten days or more).

P61. **4.2.6.1H** The contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper tune according to manufacturer's specifications and during smog season (May through October) by not allowing construction equipment to be left idling for more than five minutes (per California law).

P62. **4.2.6.1I** The contractor shall ensure use of low-sulfur diesel fuel in construction equipment as required by the California Air Resources Board (CARB) (diesel fuel with sulfur content of 15 ppm by weight or less).

P63. **4.2.6.1J** If available, the project applicant shall use "Low-Volatile Organic Compounds" paints, coatings, and solvents with a VOC content lower than required under Rule 1113 (not to exceed 150 grams/liter; 1.25 pounds/gallon). High Pressure Low Volume (HPLV) applications of paints, coatings, and solvents shall be consistent with South Coast Air Quality Management District Rule 1113. Alternatively, the project applicant shall use materials that do not require painting or are pre-painted.

P64. **4.2.6.1K** Grading plans, construction specifications and bid documents shall also include the following notations:

- Off-road construction equipment shall utilize alternative fuels where feasible e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty;
- Gravel pads shall be provided at all access points to prevent tracking of mud onto public roads;
- Install and maintain trackout control devices at all access points where paved and unpaved access or travel routes intersect;
- The contractor or builder shall designate a person or person(s) to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust off site;

- The contractor or builder shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The contact person shall take corrective action within 24 hours;
- High pressure injectors shall be provided on diesel construction equipment where feasible;
- Engine size of construction equipment shall be limited to the minimum practical size;
- Substitute gasoline-powered for diesel-powered construction equipment where feasible;
- Use electric construction equipment where feasible;
- Install catalytic converters on gasoline-powered equipment where feasible;
- Ride-sharing program for the construction crew shall be encouraged and shall be supported by contractor(s) via incentives or other inducement;
- Documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs;
- Lunch vendor services shall be permitted onsite during construction to minimize the need for offsite vehicle trips;
- All forklifts used during construction and in subsequent operation of the project shall be electric or natural gas powered.
- Suspend use of all construction equipment operations during second stage smog alerts.

P65. **4.2.6.1L** Throughout project construction, a construction relations officer/community liaison, appointed by the Applicant, shall be retained on-site. In coordination and cooperation with the City, the construction relations officer/community liaison shall respond to any concerns related to PM10 (fugitive dust) generation or other construction-related air quality issues.

P66. **4.2.6.1M** All project entrances shall be posted with signs which state:

- Truck drivers shall turn off engines when not in use;
- Diesel delivery trucks servicing the project shall not idle for more than three (3) minutes; and
- Telephone numbers of the building facilities manager and CARB, to report violations.

P67. **4.2.6.1N** When materials are transported off-site, all material shall be covered, effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained.

P68. **4.2.6.1O** All streets shall be swept at least once a day using SCAQMD Rule 1186 certified street sweepers utilizing reclaimed water trucks if visible soil materials are carried to adjacent streets.

P69. **4.2.6.1P** Any vegetative cover to be utilized onsite shall be planted as soon as possible to reduce the disturbed area subject to wind erosion. Irrigation systems required for these plants shall be installed as soon as possible to maintain good ground cover and to minimize wind erosion of the soil.

P70. **4.2.6.1Q.** Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow.

P71. **4.2.6.1R** All roadways, driveways, sidewalks, etc., should be completed as soon as possible. In addition, building pads should be laid as soon as possible after grading unless seeding or soil binders are used.

P72. **4.2.6.1S** Implement activity management techniques including a) development of a comprehensive construction management plan designed to minimize the number of large construction equipment operating during any given time period; b) scheduling of construction truck trips during non-peak hours to reduce peak hour emissions; c) limitation of the length of construction work-day period; and d) phasing of construction activities.

P73. **4.2.6.1T** Reroute construction trucks away from congested streets and sensitive receptor areas.

P74. **4.2.6.3A** Prior to issuance of the first building permit, building and site plan designs shall ensure that the project's energy efficiencies surpass applicable 2008 California Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City. Any combination of the following design features, may be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent:

- Exceed California Title 24 Energy Efficiency performance standards for water heating and space heating and cooling, as deemed acceptable by the City.
- Increase in insulation such that heat transfer and thermal bridging is minimized.
- Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption.
- Incorporate dual-paned or other energy efficient windows.
- Incorporate energy efficient space heating and cooling equipment.

- Use interior and exterior energy efficient lighting which exceeds the California Title 24 Energy Efficiency performance standards, as deemed acceptable by the City. Use automatic devices to turn off lights when they are not needed.
- To the extent that they are compatible with landscaping guidelines established by the City, use shade-producing trees, particularly those that shade paved surfaces such as streets and parking lots and buildings at the project site.
- Use paints and a surface color palette for the project emphasizing light and off-white colors which reflect heat away from the buildings.
- Install a photovoltaic array (solar panels) or other source of renewable energy generation on-site, or otherwise acquire energy from the local utility that has been generated by renewable resources, to meet the project's office electricity needs.
- Reduce energy demand associated with potable water conveyance using the following:
  - Landscaping palette emphasizing drought-tolerant plants;
  - Use of water-efficient irrigation techniques; and,
  - U.S. EPA Certified WaterSense labeled for equivalent faucets, high-efficiency toilets (HETs), and water-conserving shower heads.
- Provide on-site bicycle storage/parking consistent with City of Moreno Valley requirements.
- Provide on-site showers (one for males and one for females). Provide lockers for employees.
- Establish a Transportation Management Association (TMA). The TMA will coordinate with other TMAs within the City to encourage and coordinate carpooling among building occupants. The TMA will advertise its services to building occupants, and offer transit and/or other incentives to reduce GHG emissions. A plan will be submitted by the TMA to the City within two months of project completion that outlines the measures implemented by the TMA, as well as contact information.
- Provide preferential parking for carpools, vanpools or other alternative fuel vehicles. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to final site plan approval, delineate preferential parking for carpools and vanpools on the project site plan.
- Provide at least two electric vehicle charging stations. Locations and configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, delineate stub outs for charging stations on the project building plans.
- Implement compressed workweek schedules;
- Achieve at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers

until it reaches a minimum of 90% of all long haul trips carried by SmartWay 1.0 or greater carriers.

- Achieve at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers.
- Use of fleet vehicles conforming to 2010 air quality standards or better.
- Installation of catalytic converters on gasoline-powered equipment.
- Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets;
- Establishment and use of carpool/vanpool programs, complemented by parking fees for single-occupancy vehicles;
- Provision of preferential parking for EV and CNG vehicles;
- Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance;
- Use of electric (instead of diesel or gasoline-powered) yard trucks;
- Use of SmartWay 1.25 rated trucks.
- Provide a display case or kiosk displaying transportation information including the RTA bus schedule in a prominent area accessible to employees.
- Use landscape maintenance companies that use battery powered or electric equipment or contract only with commercial landscapers who operate with equipment that complies with the most recent California Air Resources Board certification standards, or standards adopted no more than three years prior to date of use or any combination of these two themes.

P75. **4.2.6.3B** The project shall be designed to facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills by providing easily accessible areas that are dedicated to the collection and storage of recyclable materials including: paper, cardboard, glass, plastics, and metals. Locations of proposed recyclable materials collection areas are subject to review and approval by the City. Prior to Final Site Plan approval, locations of proposed recyclable materials collection areas shall be delineated on the project site plan.

Biological Resources

P76. **Mitigation Measure BIO-1:** No more than 72 hours prior to initiation of ground-disturbing activities, a pre-construction survey shall be completed by a qualified biologist. The survey will identify special status avian species (if any) within the area of intended disturbance. In the event no special status avian species are identified within the limits of disturbance, no further mitigation is required. In the event such species are identified within the limits of ground disturbance, **Mitigation Measure BIO-3** shall apply.

P77. **Mitigation Measure BIO-2:** No more than 72 hours prior to initiation of ground-disturbing activities, a pre-construction burrowing owl survey shall be completed by a qualified biologist for the planned disturbance area. The pre-construction burrowing owl surveys may be conducted as part of the survey required in **Mitigation Measure BIO-1**. A report detailing the findings of the pre-construction survey shall be submitted to the City prior to the initiation of ground-disturbing activities. In the event no burrowing owls are identified within the limits of ground disturbance, no further mitigation is required. In the event burrowing owls are identified within the limits of ground disturbance, **Mitigation Measures BIO-3** and **BIO-4** shall apply.

P78. **Mitigation Measures BIO-3.** If nesting special status avian or burrowing owl species are determined to occupy a proposed area of disturbance a biological monitor will be present during construction to ensure no construction activity shall take place within 500 feet of an active nest/burrow until it has been determined by the biological monitor that the nest/burrow is no longer active, and all juveniles have fledged the nest/burrow.

P79. **Mitigation Measure BIO-4:** If active burrowing owl burrows are detected outside the breeding season, then passive and/or active relocation may be approved following consultation with the CDFG and/or USFWS. One-way doors may be installed as part of a passive relocation program. Burrowing owl burrows shall be excavated with hand tools by a qualified biologist when determined to be unoccupied, and backfilled to ensure that animals do not re-enter the holes/dens.

Cultural Resources

P80. **Mitigation Measure CUL-1:** Prior to construction involving excavation four feet or more below existing surface grade, the construction contractor shall provide evidence that a qualified paleontologist has been retained, and that the paleontologist(s) shall be present during all grading and other significant ground-disturbing activities that reach four feet or more below existing surface grade. If the paleontologist(s) do not find evidence for Pleistocene-era deposits once the maximum excavation depth is reached, monitoring shall be discontinued. In the event fossiliferous deposits are encountered, the following measures shall be implemented:

- Monitoring shall be conducted by qualified paleontological monitor(s) of excavation in areas identified as likely to contain paleontological resources, including undisturbed older Pleistocene alluvium. Paleontological monitors shall be equipped to salvage fossils as they are unearthed, to avoid construction delays, and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates. Monitors shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens. Monitoring may be reduced if the potentially fossiliferous units are

determined upon exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources.

- Paleontological monitoring of any earthmoving will be conducted by a monitor, under direct guidance of a qualified paleontologist. Earthmoving in areas of the parcel where previously undisturbed sediments are buried, but not otherwise disturbed, will not be monitored.
- Preparation of recovered specimens to a point of identification and permanent preservation, including washing of sediments to recover small invertebrates and vertebrates.
- Identification and curation of specimens into a professional, fully accredited museum repository with permanent retrievable storage. The paleontologist must have a written repository agreement in hand prior to the initiation of mitigation activities.
- Preparation or a report of findings with and appended itemized inventory of specimens. The report and report and inventory, when submitted to the City of Moreno Valley along with confirmation of the curation of recovered of recovered specimens into an established, accredited museum repository, will signify completion of the program to mitigate impacts to paleontological resources

Geology and Soils

P81. Mitigation Measure GEO-1: Prior to the issuance of grading permits, any existing low density soils and/or saturated soils shall be removed to competent natural soil under the inspection of the Soils Engineering Firm. After the exposed surface has been cleansed of debris and/or vegetation, it shall be scarified until it is uniform in consistency, brought to the proper moisture content and compacted to a minimum of 90 percent relative compaction (in accordance with ASTM: D-1557). In any area where a transition between fill and native soil or between bedrock and soil are encountered, additional excavation beneath foundations and slabs will be necessary in order to provide uniform support and avoid differential settlement of the structure.

The on-site soils or approved import soils may be utilized for the compacted fill, provided they are free of any deleterious materials and shall not contain any rocks, brick, asphaltic concrete, concrete, or other hard materials greater than eight inches in maximum dimensions. Any import soil must be approved by the Soils Engineering firm a minimum of 24 hours prior to importation to the site.

The approved fill soils shall be placed in layers not in excess of six inches in thickness. Each lift shall be uniform in thickness and thoroughly blended. The fill soils shall be brought to within 2 percent of the optimum moisture content, unless otherwise specified by the Soils Engineering firm. Each lift shall be compacted to a minimum of 90 percent relative compaction (in accordance with ASTM: D-1557) and approved prior to the placement of the next layer of soil. Compaction tests shall be obtained at the discretion of the Soils Engineering firm but to a minimum of one test for every 500 cubic yards placed and/or for every two feet of compacted fill placed.

The minimum relative compaction shall be obtained in accordance with accepted methods in the construction industry. The final grade of the structural areas shall be in a dense and smooth condition prior to placement of slabs-on-grade or pavement areas. No fill soils shall be placed, spread, or compacted during unfavorable weather conditions. When the grading is interrupted by heavy rains, compaction operations shall not be resumed until approved by the Soils Engineering firm.

It should be noted that the above measure may be modified by the Final Geotechnical or Soils Report.

P82. **Mitigation Measure GEO-2:** Prior the issuance of grading permits, the project proponent shall inform the project engineers, architects, owner, maintenance personnel, and other interested parties of the Expansive Soil Guidelines provided in the project's geotechnical analysis [Geotechnical Engineering Investigation Proposed Industrial Development Southwest Corner of Perris Boulevard and Grove View Road Moreno Valley, California, NorCal Engineering, March 7, 2007]. The recommendations identified in the project's Expansive Soil Guidelines shall be implemented by the project engineers, architects, owner, maintenance personnel, and other interested parties in the applicable design guidelines. Applicable design guidelines shall be included and implemented in the project's grading plans.

Greenhouse Gases and Global Climate Change

P83. **4.3.6.1A** Prior to the issuance of building permits, the project applicant shall provide evidence to the City of Moreno Valley that building features have been incorporated in building plans as required by Title 24 of the California Code of Regulations. These features include but are not limited to the following:

- Exterior windows in the office areas shall utilize window treatments for efficient energy conservation.
- Per CALGreen Code requirements, water-efficient fixtures and appliances, including but not limited to low-flow faucets, dual-flush toilets minimizing water consumption by 20 percent from the Building Standards Code baseline water consumption shall be used.
- Per CALGreen Code requirements, a Commissioning Plan shall be prepared and all building systems (e.g., heating, ventilation, and air-conditioning [HVAC], irrigation systems, lighting, water heating) shall be commissioned by the Commissioning Authority.
- Per CALGreen Code, restrict watering methods (e.g., prohibit systems that apply water to non-vegetated surfaces) and control runoff.

P84. **4.3.6.1B** Prior to the issuance of building permits, the project applicant shall provide evidence to the City of Moreno Valley that the following measures have been be incorporated into the design and construction of the project:

- Encourage use of locally produced and/or manufactured building materials for at least 10 percent of the construction materials used for the project.
- Encourage use of "Green Building Materials," such as those materials that are resource efficient, and recycled and manufactured in an environmentally friendly way, for at least 10 percent of the project.
- Limit unnecessary idling of construction equipment. A reduction in equipment idling would reduce fuel consumption, and therefore, GHG emissions.
- Maximize the use of electricity from the power grid by replacing diesel- or gasoline-powered equipment where feasible. This would reduce GHG emissions because electricity can be produced more efficiently at centralized power plants.
- Design the project building to exceed the California Building Code's (CBC) 2008 Title 24 energy standard by 20%, including, but not limited to, any combination of the following:
  - Increase insulation such that heat transfer and thermal bridging is minimized.
  - Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption.
  - Incorporate ENERGY STAR or better rated windows in the office area, space heating and cooling equipment, light fixtures, appliances, or other applicable electrical equipment.
- Provide a landscape and development plan for the project that takes advantage of shade, prevailing winds, and landscaping. The landscaping plan shall be prepared by a registered landscape architect who will consider the following:
  - Plant at least 50 percent low-ozone forming potential (Low-OFP) trees and shrubs, preferably native, drought-resistant species, to meet city/county landscaping requirements.
  - Plant Low-OFP, native, drought-resistant, tree and shrub species, 20% in excess of that already required by city or county ordinance. Consider roadside, sidewalk, and driveway shading.
- Install efficient lighting and lighting control systems. Use daylight as an integral part of the lighting systems in buildings.
- Install light-colored "cool" roof and cool pavements.
- Install energy-efficient heating and cooling systems, appliances and equipment, and control systems.
- Install solar or light-emitting diodes (LEDs) for outdoor lighting.
- Install electrical outlets on the exterior walls of the warehouse/office building (and perhaps parking lots) to promote the use of electric landscape maintenance equipment.

P85. **4.3.6.1C** Prior to the issuance of occupancy permits, the project applicant shall provide evidence to the City of Moreno Valley that the following measures have been incorporated into the operation of the project:

- The project applicant shall use low Global Warming refrigerants or natural refrigerants (ammonia, propane, carbon dioxide [CO_2]) for refrigeration and fire suppression equipment.
- Provide vegetative or man-made exterior wall shading devices for east-, south-, and west facing walls with windows in the office areas.
- Devise a comprehensive water conservation strategy appropriate for the project and its location. The strategy may include the following, plus other innovative measures that may be appropriate:
- Install drought tolerant plants for landscaping.
- Use reclaimed water for landscape irrigation within the project. Install the infrastructure to deliver and use reclaimed water.
- Install water-efficient irrigations systems, such as weather-based and soil-moisture-based irrigation controllers and sensors for landscaping according to the California Department of Water Resources Model Efficient Landscape Ordinance.
- Provide employee education about reducing waste and available recycling services.

***P86.** **4.3.6.1D** The building roof shall be designed and constructed to accommodate future solar panels.

***P87.** **4.3.6.1E** The project shall be designed and constructed to meet LEED Silver (as of July 12, 2012) or comparable design standards.

***Mitigation Measures added by the Planning Commission at the July 12, 2012 public hearing.**

Hydrology and Water Quality

P88. **Mitigation Measure HYD-01:** Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall provide evidence to the City that a Notice of Intent (NOI) with the Regional Water Quality Control Board has been filed to be covered under the State NPDES General Construction Permit for discharge of stormwater associated with construction activities.

P89. **Mitigation Measure HYD-02:** Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall submit to the State Water Quality Control Board, a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall include a surface water control plan and erosion control plan citing specific measures to control on-site and off-site erosion during the entire grading and construction period. Additionally, the SWPPP shall identify structural and nonstructural BMPs to control sediment and non-visible discharges from the site.

BMPs to be implemented in the SWPPP may include but shall not be limited to the following:

Sediment discharges from the site may be controlled by the following: gravel bags, silt fences, straw wattles and temporary debris basins (if deemed necessary), and other discharge control devices. The construction and condition of the BMPs will be periodically inspected during construction, and repairs will be made when necessary as required by the SWPPP.

Materials that have the potential to contribute non-visible pollutants to stormwater must not be placed in drainage ways and must be contained, elevated, and placed in temporary storage containment areas.

All loose piles of soil, silt, clay, sand, debris, and other earthen material shall be protected in a reasonable manner to eliminate any discharge from the site. Stockpiles will be surrounded by silt fences.

The SWPPP will include inspection forms for routine monitoring of the site during the construction phase to ensure NPDES compliance.

Additional BMPs and erosion control measures will be documented in the SWPPP and utilized if necessary.

The SWPPP will be kept on site for the entire duration of project construction and will also be available to the local RWQCB for inspection at any time.

In the event that it is not feasible to implement the above BMPs, the City of Moreno Valley can make a determination that other BMPs will provide equivalent or superior treatment either on or off site.

P90. **Mitigation Measure HYD-03:** Prior to the issuance of grading permits, the project proponent shall provide evidence to the City that the following provisions have been added to construction contracts for the project:

- The Construction Contractor shall be responsible for performing and documenting the application of BMPs identified in the SWPPP. Weekly inspections shall be performed on sediment control measures called for in the SWPPP. Monthly reports shall be maintained by the Contractor and submitted to the City for inspection. In addition, the Contractor will also be required to maintain an inspection log and have the log on site to be reviewed by the City of Moreno Valley and the representatives of the Regional Water Quality Control Board.

P91. **Mitigation Measure HYD-04:** Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall receive approval from the City of Moreno Valley for a Final Water Quality Management Plan (F-WQMP). The F-WQMP shall specifically identify pollutants of concern, site design, source control, and treatment control BMPs that shall be used on site to control predictable pollutant runoff in order to reduce impacts to water quality to the maximum extent practicable.

P92. **Mitigation Measure HYD-05:** Prior to grading plan approval and the issuance of a grading permit, the project proponent shall submit a detailed grading plan and drainage report, with supporting engineering calculations, to the City Engineer for review and approval. The plan and report shall incorporate relevant requirements identified by the City and/or site-specific geotechnical investigations. The plan and report shall provide evidence that the storm drainage system would be adequate to convey water for the 100-year storm event from the project site and that the post-development flows exiting the proposed project site are less than or equal to pre-development flows.

Noise

P93. **4.4.6.1A** During all project site excavation and grading on site, the project contractor shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers consistent with manufacturers' standards.

P94. **4.4.6.1B** The project contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest to the project site.

P95. **4.4.6.1C** The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise-sensitive receptors nearest to the project site during all project construction.

P96. **4.9.6.1D** During all project site construction activities, the construction contractor shall limit all construction-related activities that would result in high noise levels to between the hours of 6:00 a.m. and 8:00 p.m. on weekdays and between the hours of 7:00 a.m. to 8:00 p.m. on weekends and holidays, unless written approval is obtained from the City Building Official or City Engineer. For grading activity, the hours are limited to between 7 am and 6 pm weekdays and 8 am to 4 pm on weekends and holidays.

Transportation

P97. **4.5.6.1A.** Prior to the issuance of building permits, the project applicant shall participate in the City of Moreno Valley Development Impact (DIF) Fee Program and pay the project's fair share for local circulation improvements as outlined in the VIP Moreno Valley Project Traffic Study. The City shall ensure that the intersection and street improvements outlined in the VIP Moreno Valley Project Traffic Study will be constructed pursuant to the timeframes established by the City of Moreno Valley Development Impact Fee Program.

P98. **4.5.6.1B.** Prior to the issuance of building permits, the project applicant shall participate in the County of Riverside Transportation Uniform Mitigation Fee (TUMF) Program and pay the project's fair share for regional circulation improvements. The City shall ensure that the intersection and street improvements outlined in the VIP Moreno Valley Project Traffic Study will be constructed pursuant to the timeframe

established by the County of Riverside TUMF Program.

P99. **4.5.6.2A.** Prior to the issuance of occupancy permits, the project applicant shall have constructed the site access roadway improvements outlined below.

Indian Street/South Project Driveway: Restripe to convert center turn lane on Indian Street to a two-way left-turn lane. This location does not meet a peak hour signal warrant. This is a site-adjacent improvement to be constructed by the project applicant.

Building and Safety Division

B1. The above project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as all other city ordinances. All new projects shall provide a soils report. Plans shall be submitted to the Building Department as a separate submittal.

COMMERCIAL, INDUSTRIAL, MULTI-FAMILY PROJECTS INCLUDING CONDOMINIUMS, TOWNHOMES, DUPLEXES AND TRIPLEX BUILDINGS REQUIRE THE FOLLOWING:

Prior to final inspection, all plans will be placed on a CD Rom for reference and verification. Plans will include "as built" plans, revisions and changes. The CD will also include Title 24 energy calculations, structural calculations and all other pertinent information. It will be the responsibility of the developer and or the building or property owner(s) to bear all costs required for this process. The CD will be presented to the Building Department for review prior to final inspection and building occupancy. The CD will become the property of the Moreno Valley Building Department at that time. In addition, a site plan showing the path of travel from public right of way and building to building access with elevations will be required.

B2. (BP) Prior to the issuance of a building permit, the applicant shall submit a properly completed "Waste Management Plan" (WMP), as required, to the Compliance Official (Building Official) as a portion of the building or demolition permit process.

SCHOOL DISTRICT

S1. (BP) Prior to issuance of building permits, the developer shall provide to the Community Development Director a written certification by the affected school district that either: (1) the project has complied with the fee or other exaction levied on the project by the governing board of the district, pursuant to Government Code Section 65996; or (2) the fee or other requirement does not apply to the project.

UNITED STATES POSTAL SERVICE

PO1. (BP) Prior to the issuance of building permits, the developer shall contact the U.S. Postal Service to determine the appropriate type and location of mailbo

FIRE PREVENTION BUREAU

1. **Please complete and return attached fire flow letter.**
2. The following Standard Conditions shall apply.

With respect to the conditions of approval, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.

F2. The Fire Prevention Bureau is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering 4000 GPM for 4 hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 508.3, Appendix B and MVMC 8.36.100 Section D) **The 50% reduction in fire flow was granted for the use of fire sprinklers throughout the facility. The reduction shall only apply to fire flow, hydrant spacing shall be per the fire flow requirements listed in CFC Appendix B and C.**

F3. Industrial, Commercial, Multi-family, Apartment, Condominium, Townhouse or Mobile Home Parks. A combination of on-site and off-site super enhanced fire hydrants (6" x 4" x 4" x 2 ½") shall not be closer than 40 feet and more than 150 feet from any portion of the building as measured along approved emergency vehicular travel ways. The required fire flow shall be available from any adjacent fire hydrant(s) in the system. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, super or enhanced fire hydrants as determined by the fire code official shall be provided at spacing not to exceed 500 feet of frontage for transportation hazards. (CFC 508.5.7 & MVMC 8.36.050 Section O and 8.36.100 Section E)

F4. During phased construction, dead end roadways and streets which have not been completed shall have a turn-around capable of accommodating fire apparatus. (CFC 503.1 and 503.2.5)

F5. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)

F6. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)

F7. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less than twenty–four (24) or thirty (30) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches. (CFC 503.2.1.1 and MVMC 8.36.050)

F8. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.050)

F9. If construction is phased, each phase shall provide an approved emergency vehicular access way for fire protection prior to any building construction. (CFC 501.4 and MVMC 8.36.050 Section A)

F10. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3 and MVMC 8.36.050)

F11. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5 and MVMC 8.36.050)

F12. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)

F13. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Fire Prevention Bureau for review. Plans shall:

a) Be signed by a registered civil engineer or a certified fire protection engineer;
b) Contain a Fire Prevention Bureau approval signature block; and
c) Conform to hydrant type, location, spacing of new and existing hydrants and minimum fire flow required as determined by the Fire Prevention Bureau.

After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.

Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 508.1 and MVMC 8.36.100)

F14. Prior to issuance of Certificate of Occupancy or Building Final, "Blue Reflective Markers" shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 510.1)

F15. Prior to issuance of Certificate of Occupancy or Building Final, all commercial buildings shall display street numbers in a prominent location on the street side and rear access locations. The numerals shall be a minimum of twelve (12) inches in height for buildings and six (6) inches in height for suite identification on a contrasting background. Unobstructed lighting of the address(s) shall be by means approved by the Fire Prevention Bureau and Police Department. In multiple suite centers (strip malls), businesses shall post the name of the business on the rear door(s). (CFC 505.1)

F16. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9)

F17. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire alarm system monitored by an approved Underwriters Laboratory listed central station based on a requirement for monitoring the sprinkler system, occupancy or use. Fire alarm panel shall be accessible from exterior of building in an approved location. Plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9 and MVMC 8.36.070)

F18. Prior to issuance of a Certificate of Occupancy or Building Final, a "Knox Box Rapid Entry System" shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Chief. The Knox-Box shall be supervised by the alarm system and all exterior security emergency access gates shall be electronically operated and be provided with Knox key switches for access by emergency personnel. (CFC 506.1)

F19. Prior to issuance of Certificate of Occupancy, approval shall be required from the County of Riverside Community Health Agency (Department of Environmental Health) and Moreno Valley Fire Prevention Bureau to maintain, store, use, handle materials, or conduct processes which produce conditions hazardous to life or property, and to install equipment used in connection with such activities. (CFC 2701.5)

F20. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other

plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.

F21. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503.2.7 and MVMC 8.36.050 Section I)

F22. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.050)

F23. Prior to construction, "private" driveways over 150 feet in length shall have a turn-around as determined by the Fire Prevention Bureau capable of accommodating fire apparatus. Driveway grades shall not exceed 12 percent. (CFC 503 and MVMC 8.36.050)

F24. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.

F25. A permit is required to maintain, store, use or handle materials, or to conduct processes which produce conditions hazardous to life or property, or to install equipment used in connection with such activities. Such permits shall not be construed as authority to violate, cancel or set aside any of the provisions of this code. Such permit shall not take the place of any license required by law. Applications for permits shall be made to the Fire Prevention Bureau in such form and detail as prescribed by the Bureau. Applications for permits shall be accompanied by such plans as required by the Bureau. Permits shall be kept on the premises designated therein at all times and shall be posted in a conspicuous location on the premises or shall be kept on the premises in a location designated by the Fire Chief. Permits shall be subject to inspection at all times by an officer of the fire department or other persons authorized by the Fire Chief in accordance with Appendix Chapter 1 and MVMC 8.36.100.

F26. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14 & CBC Chapter 33)

F27. Prior to issuance of Certificate of Occupancy, permits are required to store, dispense, use or handle hazardous material. Each application for a permit shall include a hazardous materials management plan (HMMP). The location of the

HMMP shall be posted adjacent to (other) permits when an HMMP is provided. The HMMP shall include a facility site plan designating the following:

a) Storage and use areas;
b) Maximum amount of each material stored or used in each area;
c) Range of container sizes;
d) Locations of emergency isolation and mitigation valves and devises;
e) Product conveying piping containing liquids or gases, other than utility-owned fuel gas lines and low-pressure fuel gas lines;
f) On and off positions of valves for valves which are of the self-indicating type;
g) Storage plan showing the intended storage arrangement, including the location and dimensions of aisles. The plans shall be legible and approximately to scale. Separate distribution systems are allowed to be shown on separate pages; and
h) Site plan showing all adjacent/neighboring structures and use.

NOTE: Each application for a permit shall include a hazardous materials inventory statement (HMIS).

F28. Before a Hazardous Materials permit is issued, the Fire Chief shall inspect and approve the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used. In instances where laws or regulations are enforceable by departments other than the Fire Prevention Bureau, joint approval shall be obtained from all departments concerned. (CFC Appendix H)

F29. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 106)

F30. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 106)

F31. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 104)

F32. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed

as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.7)

F33. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Appendix Chapter 1)

F34. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)

F35. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.

FIRE FLOW LETTER

Date:	02/24/2009	**Address:**	
Case Number:	PA09-0004	**A.P.N.:**	316-210-071, 073, 075, 076

This is certification the water system is capable of meeting the following required fire flows as determined by the California Fire Code Appendix B.

Based on the information provided on the above referenced case. The fire flow required for this project will be 4000 G.P.M. for duration of 4-HOURS measured at 20-psi residual pressure.

The required fire flow may be adjusted during the approval process to reflect changes in design, construction type or automatic fire protection measures as approved by the Fire Prevention Bureau.

Applicant/ Developer: _____

By: _____ **Date:** _____

Title: _____

WATER AGENCY APPROVAL

Name of Agency: _____

Address: _____

Telephone: _____ **Date:** _____

By: _____ **Title:** _____

NOTE: **THE COMPLETION AND SUBMITTAL OF THIS LETTER TO THE FIRE PREVENTION BUREAU SHALL NOT BE CONSTRUED AS APPROVAL FOR THE INSTALLATION OF THE REQUIRED FIRE HYDRANT (S) AND/OR WATER SYSTEM.**

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT – LAND DEVELOPMENT DIVISION

The following are the Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Land Development Division.

General Conditions

LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City's Municipal Code (MC) and if subdividing land, the Government Code (GC) of the State of California, specifically Sections 66410 through 66499.58, said sections also referred to as the Subdivision Map Act (SMA). (MC 9.14.010)

LD2. (G) It is understood that the tentative map correctly shows all existing easements, traveled ways, and drainage courses, and that their omission may require the map or plans associated with this application to be resubmitted for further consideration. (MC 9.14.040)

LD3. (G) In the event right-of-way or offsite easements are required to construct offsite improvements necessary for the orderly development of the surrounding area to meet the public health and safety needs, the developer shall make a good faith effort to acquire the needed right-of-way in accordance with the Land Development Division's administrative policy. In the event that the developer is unsuccessful, he shall enter into an agreement with the City to acquire the necessary right-of-way or offsite easements and complete the improvements at such time the City acquires the right-of-way or offsite easements which will permit the improvements to be made. The developer shall be responsible for all costs associated with the right-of-way or easement acquisition. (GC 66462.5)

LD4. (G) If improvements associated with this project are not initiated within two years of the date of approval of the Public Improvement Agreement, the City Engineer may require that the improvement cost estimate associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the Public Improvement Agreement or issuance of a permit.

LD5. (G) The developer shall monitor, supervise and control all construction and construction supportive activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:

(a) Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.

(b) Observance of working hours as stipulated on permits issued by the Public Works Department.

(c) The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.

(d) All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements shall be adhered to during the grading operations.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

LD6. (G) The developer shall protect downstream properties from damage caused by alteration of drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities, including, but not limited to, modifying existing facilities or by securing a drainage easement. (MC 9.14.110)

LD7. (G) A detailed drainage study shall be submitted to the City Engineer for review and approval at the time of any improvement or grading plan submittal. The study shall be prepared by a registered civil engineer and shall include existing and proposed hydrologic conditions. Hydraulic calculations are required for all drainage control devices and storm drain lines. (MC 9.14.110). Prior to approval of the related improvement or grading plans, the developer shall submit the approved drainage study, on compact disk, in (.pdf) digital format to the Land Development Division of the Public Works Department.

LD8. (G) Prior to occupancy, the developer shall enter into a Development Impact Fee (DIF) Improvement Credit Agreement to secure credit and reimbursement for the construction of applicable **Indian Street** improvements. If the developer fails to complete this agreement prior to the timing as specified above, no credits or reimbursements will be given. The applicant shall pay Arterial Streets, Traffic Signals, and Interchange Improvements development impact fees adopted by the City Council by resolution. (Ord. 695 § 1.1 (part), 2005) (MC 3.38.030, .040, .050)

LD9. (G) Prior to occupancy, the developer shall enter into a Transportation Uniform Mitigation Fee (TUMF) Improvement Credit Agreement to secure credit and reimbursement for the construction of applicable **Perris Boulevard** improvements. If the developer fails to complete this agreement by the timing as specified above, no credits or reimbursements will be given for any work. Prior to approval of the TUMF Improvement Credit Agreement, an approved engineer's cost estimate and street improvement plan are required.

LD10. (G) The final conditions of approval issued by the Planning Division subsequent to Planning Commission approval shall be photographically or electronically placed on

mylar sheets and included in the Grading and Street Improvement plan sets on twenty-four (24) inch by thirty-six (36) inch mylar and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field during grading and construction.

Prior to Grading Plan Approval or Grading Permit

LD11. (GPA) Prior to approval of the grading plans, plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD12. (GPA) Prior to approval of grading plans, the developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:

a. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the City Engineer, lot lines shall be located at the top of slopes.

b. Any grading that creates cut or fill slopes adjacent to the street shall provide erosion control, sight distance control, and slope easements as approved by the City Engineer.

c. A grading permit shall be obtained from the Public Works Department Land Development Division prior to commencement of any grading outside of the City maintained road right-of-way.

d. All improvement plans are substantially complete and appropriate clearance and at-risk letters are provided to the City. (MC 9.14.030)

e. The developer shall submit a soils and geologic report to the Public Works Department – Land Development Division. The report shall address the soil's stability and geological conditions of the site.

LD13. (GPA) Prior to grading plan approval, the developer shall select and implement treatment control best management practices (BMPs) that are medium to highly effective for treating Pollutants of Concern (POC) for the project. Projects where National Pollution Discharge Elimination System (NPDES) mandates water quality treatment control best management practices (BMPs) shall be designed per the City of Moreno Valley guidelines or as approved by the City Engineer.

LD14. (GPA) Prior to approval of the grading plans for projects that will result in discharges of storm water associated with construction with a soil disturbance of one or more acres of land, the developer shall submit a Notice of Intent (NOI) and obtain a Waste Discharger's Identification number (WDID#) from the State Water Quality

Control Board (SWQCB). The WDID# shall be noted on the grading plans prior to issuance of the first grading permit.

LD15. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall submit two (2) copies of the final project-specific Water Quality Management Plan (WQMP) for review by the City Engineer that :

a. Addresses Site Design Best Management Practices (BMPs) such as minimizing impervious areas, maximizing permeability, minimizes directly connected impervious areas to the City's street and storm drain systems, and conserves natural areas;
b. Incorporates Source Control BMPs and provides a detailed description of their implementation;
c. Incorporates Treatment Control BMPs and provides information regarding design considerations;
d. Describes the long-term operation and maintenance requirements for BMPs requiring maintenance; and
e. Describes the mechanism for funding the long-term operation and maintenance of the BMPs.

A copy of the final WQMP template can be obtained on the City's Website or by contacting the Land Development Division of the Public Works Department.

LD16. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall record a "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," to provide public notice of the requirement to implement the approved final project-specific WQMP and the maintenance requirements associated with the WQMP.

A boilerplate copy of the "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," can be obtained by contacting the Land Development Division of the Public Works Department

LD17. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall secure approval of the final project-specific WQMP from the City Engineer. The final project-specific WQMP shall be submitted at the same time of grading plan submittal. The approved final WQMP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format prior to grading plan approval.

LD18. (GPA) Prior to the grading plan approval, or issuance of a building permit as determined by the City Engineer, the approved final project-specific WQMP shall be incorporated by reference or attached to the project's Storm Water Pollution Prevention Plan as the Post-Construction Management Plan.

LD19. (GPA) Prior to grading plan approval, the developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the state's Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at the project site and be available for review upon request. The SWPPP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format.

LD20. (GPA) Prior to the approval of the grading plans, the developer shall pay applicable remaining grading plan check fees.

LD21. (GP) Prior to issuance of a grading permit, or building permit when a grading permit is not required, for projects that require a project-specific Water Quality Management Plan (WQMP), a project-specific final WQMP (F-WQMP) shall be approved. Upon approval, a WQMP Identification Number is issued by the Storm Water Management Section and shall be noted on the rough grading plans as confirmation that a project-specific F-WQMP approval has been obtained.

LD22. (GP) Prior to issuance of a grading permit, if the fee has not already been paid prior to map approval or prior to issuance of a building permit if a grading permit is not required, the developer shall pay Area Drainage Plan (ADP) fees. The developer shall provide a receipt to the City showing that ADP fees have been paid to Riverside County Flood Control and Water Conservation District. (MC 9.14.100)

LD23. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the completion of the grading required as a condition of approval of the project.

LD24. (GP) Prior to issuance of a grading permit, the developer shall pay the applicable grading inspection fees.

Prior to Map Approval or Recordation

LD25. (MA) Prior to approval of the map, the developer shall submit a copy of the Covenants, Conditions and Restrictions (CC&Rs) to the Land Development Division for review and approval. The CC&Rs shall include, but not be limited to, access easements, reciprocal access, private and/or public utility easements as may be relevant to the project.

LD26. (MA) Prior to approval of the map, all street dedications shall be irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer. All dedications shall be free of all encumbrances as approved by the City Engineer.

LD27. (MA) Prior to approval of the map, security shall be required to be submitted as a guarantee of the completion of the improvements required as a condition of

approval of the project. A public improvement agreement will be required to be executed.

LD28. (MR) Prior to recordation of the map, the developer shall submit the map, on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.

Prior to Improvement Plan Approval or Construction Permit

LD29. (IPA) Prior to approval of the improvement plans, the improvement plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD30. (IPA) Prior to approval of the improvement plans, the developer shall submit clearances from all applicable agencies, and pay all outstanding plan check fees. (MC 9.14.210)

LD31. (IPA) All public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer in order for the Public Improvement Agreement and accompanying security to be executed.

LD32. (IPA) Prior to approval of the improvement plans, securities and a public improvement agreement shall be required to be submitted and executed as a guarantee of the completion of the improvements required as a condition of approval of the project.

LD33. (IPA) The street improvement plans shall comply with all applicable City standards and the following design standards throughout this project:

a. Corner cutbacks in conformance with City Standard 208 shall be shown on the final map or, if no map is to be recorded, offered for dedication by separate instrument.

b. Lot access to major thoroughfares shall be restricted except at intersections and approved entrances and shall be so noted on the final map. (MC 9.14.100)

c. The minimum centerline and flow line grades shall be one percent unless otherwise approved by the City Engineer. (MC 9.14.020)

d. All street intersections shall be at ninety (90) degrees plus or minus five (5) degrees per City Standard No. 706A, or as approved by the City Engineer. (MC 9.14.020)

LD34. (IPA) Prior to approval of the improvement plans, the plans shall indicate any restrictions on trench repair pavement cuts to reflect the City's moratorium on disturbing newly-constructed pavement less than three years old and recently slurry

sealed streets less than one year old. Pavement cuts for trench repairs may be allowed for emergency repairs or as specifically approved in writing by the City Engineer.

LD35. (IPA) Prior to approval of the improvement plans, the developer is required to bring any existing access ramps adjacent to and fronting the project to current ADA (Americans with Disabilities Act) requirements. However, when work is required in an intersection that involves or impacts existing access ramps, those access ramps in that intersection shall be retrofitted to comply with current ADA requirements, unless approved otherwise by the City Engineer.

LD36. (IPA) Prior to approval of the improvement plans, drainage facilities with sump conditions shall be designed to convey the tributary 100-year storm flows. Secondary emergency escape shall also be provided. (MC 9.14.110)

LD37. (IPA) Prior to the approval of the improvement plans, the hydrology study shall show that the 10-year storm flow will be contained within the curb and the 100-year storm flow shall be contained within the street right-of-way. In addition, one lane in each direction shall not be used to carry surface flows during any storm event for street sections equal to or larger than a minor arterial. When any of these criteria is exceeded, additional drainage facilities shall be installed. (MC 9.14.110 A.2)

LD38. (IPA) The project shall be designed to accept and properly convey all off-site drainage flowing onto or through the site. All storm drain design and improvements shall be subject to review and approval of the City Engineer. In the event that the City Engineer permits the use of streets for drainage purposes, the provisions of the Development Code will apply. Should the quantities exceed the street capacity or the use of streets be prohibited for drainage purposes, as in the case where one travel lane in each direction shall not be used for drainage conveyance for emergency vehicle access on streets classified as minor arterials and greater, the developer shall provide adequate facilities as approved by the Public Works Department – Land Development Division. (MC 9.14.110)

LD39. (CP) All work performed within the City right-of-way requires a construction permit. As determined by the City Engineer, security may be required for work within the right-of-way. Security shall be in the form of a cash deposit or other approved means. The City Engineer may require the execution of a public improvement agreement as a condition of the issuance of the construction permit. All inspection fees shall be paid prior to issuance of construction permit. (MC 9.14.100)

LD40. (CP) Prior to issuance of a construction permit, all public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer.

LD41. (CP) Prior to issuance of construction permits, the developer shall submit all improvement plans on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.

LD42. (CP) Prior to issuance of construction permits, the developer shall pay all applicable inspection fees.

Prior to Building Permit

LD43. (BP) Prior to issuance of a building permit, if the project involves a non-residential subdivision, the map shall be recorded.

LD44. (BP) Prior to issuance of a building permit (excluding model homes), an approval by the City Engineer is required of the water quality control basin(s). The developer shall provide certification to the line, grade, flow test and system invert elevations.

LD45. (BP) Prior to issuance of a building permit, all pads shall meet pad elevations per approved plans as noted by the setting of "Blue-top" markers installed by a registered land surveyor or licensed engineer.

LD46. (BP) Prior to issuance of a building permit, the developer shall submit for review and approval, a Waste Management Plan (WMP) that shows data of waste tonnage, supported by original or certified photocopies of receipts and weight tags or other records of measurement from recycling companies and/or landfill and disposal companies. The Waste Management Plan shall contain the following:

a. The estimated volume or weight of project waste to be generated by material type. Project waste or debris may consist of vegetative materials including trees, tree parts, shrubs, stumps, logs, brush, or any other type of plants that are cleared from a site. Project waste may also include roadwork removal, rocks, soils, concrete and other material that normally results from land clearing.
b. The maximum volume or weight of such materials that can be feasibly diverted via reuse and recycling.
c. The vendor(s) that the applicant proposes to use to haul the materials.
d. Facility(s) the materials will be hauled to, and their expected diversion rates.
e. Estimated volume or weight of clearing, grubbing, and grading debris that will be landfilled.

Approval of the WMP requires that at least fifty (50) percent of all clearing, grubbing, and grading debris generated by the project shall be diverted, unless the developer is granted an exemption. Exemptions for diversions of less than fifty (50) percent will be reviewed on a case by case basis. (AB939, MC 8.80)

Prior to Certificate of Occupancy

LD47. (CO) Prior to issuance of the last certificate of occupancy or building final, the developer shall pay all outstanding fees.

LD48. (CO) Prior to issuance of a certificate of occupancy, this project is subject to requirements under the current permit for storm water activities required as part of the National Pollutant Discharge Elimination System **(NPDES)** as mandated by the Federal Clean Water Act. In compliance with Proposition 218, the developer shall agree to approve the City of Moreno Valley NPDES Regulatory Rate Schedule that is in place at the time of certificate of occupancy issuance. Following are the requirements:

a. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required continuous operation, maintenance, monitoring system evaluations and enhancements, remediation and/or replacement, all in accordance with Resolution No. 2002-46.
   i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process; or
   ii. Establish an endowment to cover future City costs as specified in the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule.

b. Notify the Special Districts Division of the intent to request building permits 90 days prior to their issuance and the financial option selected. The financial option selected shall be in place prior to the issuance of certificate of occupancy. (California Government Code & Municipal Code)

LD49. (CO) The City of Moreno Valley has an adopted Development Impact Fee (DIF) nexus study. All projects unless otherwise exempted shall be subject to the payment of the DIF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD50. (CO) The City of Moreno Valley has an adopted area wide Transportation Uniform Mitigation Fee (TUMF). All projects unless otherwise exempted shall be subject to the payment of the TUMF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD51. (CO) Prior to issuance of a certificate of occupancy or building final, the developer shall construct all public improvements in conformance with applicable City standards, except as noted in the Special Conditions, including but not limited to the following applicable improvements:

a. Street improvements including, but not limited to: pavement, base, curb and/or gutter, cross gutters, spandrel, sidewalks, drive approaches, pedestrian ramps, street lights, signing, striping, under sidewalk drains,

landscaping and irrigation, medians, redwood header boards, pavement tapers/transitions and traffic control devices as appropriate.

b. Storm drain facilities including, but not limited to: storm drain pipe, storm drain laterals, open channels, catch basins and local depressions.

c. City-owned utilities.

d. Sewer and water systems including, but not limited to: sanitary sewer, potable water and recycled water.

e. Under grounding of existing and proposed utility lines less than 115,000 volts.

f. Relocation of overhead electrical utility lines including, but not limited to: electrical, cable and telephone.

LD52. (CO) Prior to issuance of a certificate of occupancy or building final, all existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Moreno Valley ordinances. (MC 9.14.130)

LD53. (CO) Prior to issuance of a certificate of occupancy or building final for any Commercial/Industrial facility, whichever occurs first, the owner may have to secure coverage under the State's General Industrial Activities Storm Water Permit as issued by the State Water Resources Control Board.

SPECIAL CONDITIONS

LD54. Prior to parcel map approval, the map shall show the following:

a. A 4-foot minimum pedestrian right-of-way dedication behind any driveway approach per City Standard 118C, on Perris Boulevard, Indian Street, and Grove View Road.

b. A 2-foot public access easement for the portions of sidewalk which are outside of the public right-of-way, along Perris Boulevard and Indian Street.

c. The appropriate additional right-of-way required for a bus turn-out on Perris Boulevard as depicted on the approved project plans and as conditioned by the City's Transportation Department.

d. Corner cutback right-of-way dedications per City Standard 208 at the southeast corner of Indian Street and Grove View Road and the southwest corner of Perris Boulevard and Grove View Road.

LD55. Prior to parcel map approval, the Developer shall guarantee the construction of the following improvements by entering into a public improvement agreement and posting security. The improvements shall be completed prior to occupancy of the first building or as otherwise determined by the City Engineer.

a. Perris Boulevard, Divided Arterial, City Standard 103C (110-foot RW / 86-foot CC) shall be constructed to half-width plus an additional 18 feet east of the centerline, along the entire project's east frontage. Additional right-of-way dedications at driveway approaches as well as a 2-foot pedestrian access easement, along the project's west property line, shall be shown on the parcel map. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, removal/relocation and/or undergrounding of any power poles with overhead utility lines less than 115,000 volts, and dry and wet utilities.

b. Indian Street, Minor Arterial, Modified City Standard 105A (88-foot RW / 64-foot CC) shall be constructed to half-width plus an additional 18 feet west of the centerline, along the entire project's east frontage. Additional right-of-way dedications at driveway approaches as well as a 2-foot pedestrian access easement, along the project's west property line, shall be shown on the parcel map. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, drainage structures, streetlights, pedestrian ramps, removal/relocation and/or undergrounding of any power poles with overhead utility lines less than 115,000 volts, and dry and wet utilities.

c. Grove View Road, Industrial Collector, City Standard 106 (78-foot RW / 56-foot CC) shall be constructed to half-width plus an additional 18 feet north of the centerline, along the entire project's north frontage. Additional right-of-way dedications at driveway approaches along the project's north property line, shall be shown on the parcel map.. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, drainage structures, any necessary offsite, streetlights, pedestrian ramps, dry and wet utilities.

d. Driveway approaches shall be constructed per City Standard No. 118C or as modified as shown on the project plans. The parcel map shall show an additional 4-foot minimum right-of-way dedication behind driveway approaches. No decorative pavers shall be placed within the public right-of-way. Certain project entrance(s) may be required to be constructed as a public street intersection.

e. Pavement core samples of existing pavement may be taken and findings submitted to the City for review and consideration of pavement

improvements. The City will determine the adequacy of the existing pavement structural section. If the existing pavement structural section is found to be adequate, the developer may still be required to perform a one-tenth inch grind and overlay or slurry seal depending on the severity of existing pavement cracking, as required by the City Engineer. If the existing pavement section is found to be inadequate, the Developer shall replace the pavement to meet or exceed the City's pavement structural section standard.

LD56. Prior to precise grading plan or improvement plan approval, as applicable, the plans shall show all driveway approaches to be constructed per City Standard Plan 118C modified, as accepted by the City. There shall be 4-foot minimum wide pedestrian sidewalk area at 2% maximum behind the conventional right-of-way. A minimum 4-foot pedestrian right-of-way dedication shall be made on the final parcel map PM 35672.

LD57. Prior to precise grading plan approval, the grading plan shall show any proposed trash enclosure as dual bin; one bin for trash and one bin for recyclables. The trash enclosure shall be per City Standard Plan 627.

LD58. Prior to precise grading plan approval, the grading plan shall show that the lowest finished floor elevation is a minimum of one foot above the base flood elevation.

LD59. Prior to precise grading plan approval, the grading plans shall clearly show that the parking lot conforms to City standards. The parking lot shall be 5% maximum, 1% minimum, 2% maximum at or near any disabled parking stall and travel way. Ramps, curb openings and travel paths shall all conform to current ADA standards as outlined in Department of Justice's "ADA Standards for Accessible Design", Excerpt from 28 CFR Part 36. (www.usdoj.gov) and as approved by the City's Building and Safety Division.

LD60. Prior to occupancy, the developer shall obtain an encroachment permit from Riverside County Flood Control & Water Conservation District in order to connect proposed onsite storm drain to the Perris Valley Channel Lateral B.

LD61. Prior to occupancy, the developer shall make a good faith effort to cause Riverside County Flood Control & Water Conservation District to dedicate additional public street right-of-way on Indian Street and Perris Boulevard along their property frontage between the project's south property line and the bridges.

LD62. Prior to occupancy, all overhead utility lines less than 115,000 volts fronting or within the entire project site boundary shall be placed underground per Section 9.14.130C of the City Municipal Code.

LD63. The Applicant shall select and implement treatment control BMPs that are medium to highly effective for treating Pollutants of Concern (POC) for the project. POC include project pollutants associated with a 303(d) listing or a Total Maximum Daily Load (TMDL) for receiving waters. Project POC include sediment/turbidity, nutrients, oxygen demanding substances, and pathogens (bacteria and viruses). Exhibit C of the document, "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006 shall be consulted for determining the effectiveness of proposed treatment BMPs.

LD64. Overall, the proposed treatment control concept is accepted as the conceptual treatment control BMP for the proposed site.

LD65. The Applicant has proposed to incorporate the use of vegetated swales, hydrodynamic separators, and sand filters. Final design details of the treatment control BMPs must be provided in the first submittal of the F-WQMP. The size of the treatment control BMPs is to be determined using the procedures set forth in Exhibit C of the Riverside County Guidance Document. The Applicant acknowledges that more area than currently shown on the plans may be required to treat site runoff as required by the WQMP guidance.

LD66. The Applicant shall substantiate the applicable Hydrologic Condition of Concern (HCOC) (WQMP Section IV) in the F-WQMP. The HCOC designates that the project will comply with Condition A; therefore, the condition must be addressed in the F-WQMP.

LD67. The Applicant shall, prior to building or grading permit closeout or the issuance of a certificate of occupancy, demonstrate:

a. That all structural BMPs have been constructed and installed in conformance with the approved plans and specifications;

b. That all structural BMPs described in the F-WQMP have been implemented in accordance with approved plans and specifications;

c. That the Applicant is prepared to implement all non-structural BMPs included in the F-WQMP, conditions of approval, and building/grading permit conditions; and

d. That an adequate number of copies of the approved F-WQMP are available for the future owners/occupants of the project.

PUBLIC WORKS DEPARTMENT – SPECIAL DISTRICTS DIVISION

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Special Districts' Conditions of Approval for project **PA09-0004**; this project shall be completed at no cost to any Government Agency. All questions regarding Special Districts' Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Special Districts Division of the Public Works Department 951.413.3480. The applicant is fully responsible for communicating with each designated Special Districts staff member regarding their conditions.

General Conditions

SD1. The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks & Community Services) and C (Arterial Street Lighting). All assessable parcels therein shall be subject to annual Zone A and Zone C charges for operations and capital improvements.

SD2. Plans for parkway, median, slope, and/or open space landscape areas designated on the tentative map or in these Conditions of Approval for incorporation into Moreno Valley Community Services District **Zone M**, shall be prepared and submitted in accordance with the *City of Moreno Valley Public Works Department Landscape Design Guidelines*. Contact the Special Districts Division of the Public Works Department to obtain copies of this document.

SD3. The developer, or the developer's successors or assignees shall be responsible for all parkway and/ or median landscaping maintenance until such time as the District accepts maintenance duties.

SD4. Any damage to existing landscape easement areas due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the Moreno Valley Community Services District.

Prior to Building Permit Issuance

SD5. (BP) This project has been identified to be included in the formation of a Community Facilities District (Mello-Roos) for **Public Safety** services, including but not limited to Police, Fire Protection, Paramedic Services, Park Rangers, and Animal Control services. The property owner(s) shall not protest the formation; however, they retain the right to object to the rate and method of maximum special tax. In compliance with Proposition 218, the developer shall agree to approve the mail ballot proceeding (special election) for either formation of the CFD or annexation into an existing district that may already be established. The Developer must notify

Special Districts of intent to request building permits 90 days prior to their issuance. (California Government Code)

SD6. (BP) This project is conditioned to provide a funding source for the capital improvements and/or maintenance for the **Perris Blvd.** median landscape. In order for the Developer to meet the financial responsibility to maintain the defined service, one of the following options shall be selected:

a. Participate in the mail ballot proceeding in compliance with Proposition 218, for Moreno Valley Community Services District **Zone M** (Commercial, Industrial and Multifamily Improved Median Maintenance), and pay all associated costs with the ballot process; or

b. Establish an endowment to cover the future maintenance costs of the landscaped area.

The developer must notify Special Districts of intent to request building permits 90 days prior to their issuance and the financial option selected to fund the continued maintenance.

SD7. *Commercial* (BP) If Land Development, a Division of the Public Works Department, requires this project to supply a funding source necessary to provide, but not limited to, stormwater utilities services for the monitoring of on site facilities and performing annual inspections of the affected areas to ensure compliance with state mandated stormwater regulations, the developer must notify Special Districts 90 days prior to the City's issuance of a building permit and the financial option selected to fund the continued maintenance. (California Government Code)

SD8. (BP) Prior to release of building permit, the developer, or the developer's successors or assignees, shall record with the County Recorder's Office a **Declaration of Covenant and Acknowledgement of Assessments** for each assessable parcel therein, whereby the developer covenants and acknowledges the existence of the Moreno Valley Community Services District, its established benefit zones, and that said parcel(s) is (are) liable for payment of annual benefit zone charges and the appropriate National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate schedule when due. A copy of the recorded Declaration of Covenant and Acknowledgement of Assessments shall be submitted to the Special Districts Division.

**For a copy of the Declaration of Covenant and Acknowledgement of the Assessments form, please contact Special Districts, phone 951.413.3480.

SD9. (BP) Final median, parkway, slope, and/or open space landscape/irrigation plans for those areas designated on the tentative map or in these Conditions of Approval for inclusion into Community Services District shall be reviewed and approved by the Community Development Department–Planning Division, and the Public Works

Department–Special Districts and Transportation Divisions prior to the issuance of the first Building Permit.

Prior to Certificate of Occupancy

SD10. (CO) Prior to issuance of a Certificate of Occupancy or building final, the developer shall submit a letter to Special Districts from the Utility service responsible for providing final electrical energy connections and energization of the streetlights for the development project. The letter must identify, by pole number, each streetlight in the development and state the corresponding date of its electrical energization.

SD11. (CO) All parkway and/or median landscaping specified in the tentative map or in these Conditions of Approval shall be constructed prior to the issuance of the Certificate of Occupancy/Building Final for this project.

SD12. (CO) Prior to the issuance of the first Certificate of Occupancy or building final for this project, the developer shall pay Advanced Energy fees for all applicable Zone B (Residential Street Lighting) and/or Zone C (Arterial Street Lighting and Intersection Lighting) streetlights required for this development. The developer shall provide a receipt to the Special Districts Division showing that the Advanced Energy fees have been paid in full for the number of streetlights to be accepted into the CSD Zone B and/or Zone C program. Payment shall be made to the City of Moreno Valley, as collected by the Land Development Division, based upon the Advanced Energy fee rate at the time of payment and as set forth in the current Listing of City Fees, Charges and Rates, as adopted by City Council. Any change in the project which may increase the number of streetlights to be installed will require payment of additional Advanced Energy fees at the then current fee.

PUBLIC WORKS DEPARTMENT – TRANSPORTATION ENGINEERING DIVISION

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

Based on the information contained in our standard review process we recommend the following conditions of approval be placed on this project:

GENERAL CONDITIONS

TE1. Conditions of approval may be modified if project is phased or altered from any approved plans.

TE2. Perris Boulevard is classified as a Divided Arterial (110'RW/86'CC) per City Standard Plan No. 103C. The sidewalk shall be curb-separated. Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility.

TE3. Indian Street is designated as a Minor Arterial (88'RW/64'CC) per City Standard Plan No. 105A. Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility.

TE4. Grove View Road is designated as an Industrial Collector (78'RW/56'CC) per City Standard Plan No. 106. Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility.

PRIOR TO GRADING PERMIT

TE5. (GP) Prior to issuance of a grading permit, the project applicant shall submit conceptual striping plans for improvements identified in condition TE11 as well as Indian Street for the City Traffic Engineer's approval.

PRIOR TO IMPROVEMENT PLAN APPROVAL OR CONSTRUCTION PERMIT

TE6. The driveways less than 40 feet in width shall conform to Section 9.16.250, and Table 9.16.250A of the City's Development Code - Design Guidelines, and City Standard Plan No. 118C. Driveways wider than 40' shall be designed as intersections with pedestrian access ramps per City standards.

TE7. Sight distance at driveways and on streets shall conform to City of Moreno Valley Standard No. 125A, B, C at the time of preparation of final grading, landscape, and street improvements.

TE8. Prior to the final approval of the street improvement plans, a signing and striping plan shall be prepared per City of Moreno Valley Standard Plans - Section 4 for all streets with a cross section of 66'/44' and wider.

TE9. Prior to issuance of a construction permit, construction traffic control plans prepared by a qualified, Registered Civil or Traffic engineer may be required.

TE10. Prior to the final approval of the street improvement plans, the project applicant shall design Perris Boulevard to include a bus bay per City Standard Plan No. 121 in the southbound direction, south of Grove View Road. The bus bay may be designed to serve as a combination right turn lane/bus bay to the satisfaction of the City Engineer.

TE11. Prior to the final approval of the street improvement plans, the project applicant shall design the intersection/traffic signal at Perris Boulevard and the South Project Driveway to provide the following (at a minimum):

Northbound: One left turn lane, one shared through/right turn lane
Southbound: One left turn lane, one through lane, one right turn lane
Eastbound: One left turn lane, one shared through/right turn lane
Westbound: One left turn lane, one shared through/right turn lane

NOTE: The curb return radii on the northwest/southwest corners shall be 50 feet.

TE12. Prior to the final approval of the street improvement plans, the project applicant shall design and modify the intersection of Perris Boulevard at Grove View Road to include a 200' northbound left turn lane with raised median. This modification may include relocation of the traffic detector loops and other traffic signal modifications.

PRIOR TO BUILDING PERMIT

TE13. (BP) Prior to issuance of a building permit, traffic signal plans shall be prepared by a registered civil or electrical engineer and shall be submitted to the City Traffic Engineer for the following intersections:

- **Perris Boulevard at South Project Driveway (signal modifications).**
- **Perris Boulevard at Grove View Road (signal modifications).**

TE14. (BP) Prior to issuance of a building permit, the project applicant shall make a fair-share contribution in the amount of $45,150 to the City of Moreno Valley for the construction of a traffic signal at Perris Boulevard and Suburban Lane. As this traffic signal is not in any existing fee program, payment of DIF and/or TUMF are not considered satisfaction of this obligation.

PRIOR TO CERTIFICATE OF OCCUPANCY OR BUILDING FINAL

TE15. (CO) Prior to issuance of a certificate of occupancy, all approved signing and striping shall be installed per current City Standards and the approved plans.

TE16. (CO) Each gated entrance shall be provided with the following, or as approved by the City Traffic Engineer:

a) A storage lane with a minimum of 75 feet queuing length for entering traffic.
b) Appropriate signing and striping.

All of these features must be kept in working order.

TE17. (CO) Prior to the issuance of a certificate of occupancy, the project applicant shall construct the traffic signal modifications identified in TE13. Construction shall be completed per the approved plans and coordinated with the street improvements.

TE18. (CO) Prior to issuance of a certificate of occupancy, the project applicant shall construct the intersection/roadway improvements identified in TE10, TE11, and TE12 per the approved plans.

TE19. (CO) Prior to the issuance of a certificate of occupancy for the project, driveway access at the following locations will be installed as follows:

- **North Perris Boulevard Driveway: Right-in, right-out access by means of a raised median.**
- **South Perris Boulevard Driveway: Full access by means of a traffic signal.**
- **Grove View Road Driveways: Full access.**
- **Indian Street Driveways: Full access.**

NOTE: All truck driveways shall have curb return radii of 50 feet.

PRIOR TO ACCEPTANCE OF STREETS INTO THE CITY-MAINTAINED ROAD SYSTEM

TE20. Prior to the acceptance of streets into the City-maintained road system, all approved traffic control and signing and striping shall be installed per current City Standards and the approved plans.

PUBLIC WORKS DEPARTMENT – MORENO VALLEY UTILITY

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Moreno Valley Utility's Conditions of Approval for project(s) PA09-0004 & PA09-0012; this project shall be completed at no cost to any Government Agency. All questions regarding Moreno Valley Utility's Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from Moreno Valley Utility (the Electric Utility Division) of the Public Works Department 951.413.3512. The applicant is fully responsible for communicating with Moreno Valley Utility staff regarding their conditions.

PRIOR TO RECORDATION OF FINAL MAP

MVU1. (R) For single family subdivisions, a three foot easement along each side yard property line shall be shown on the final map and offered for dedication to the City of Moreno Valley for public utility purposes, unless otherwise approved by the City Engineer. If the project is a multi-family development, townhome, condominium, apartment, commercial or industrial project, and it requires the installation of electric distribution facilities within common areas, a non-exclusive easement shall be provided to Moreno Valley Utility to include all such common areas. All easements shall include the rights of ingress and egress for the purpose of operation, maintenance, facility repair, and meter reading.

PRIOR TO ISSUANCE OF BUILDING PERMIT

MVU2. (BP) **City of Moreno Valley Municipal Utility Service – Electrical Distribution**: Prior to issuance of building permit, the developer shall submit a detailed engineering plan showing design, location and schematics for the utility system to be approved by the City Engineer. In accordance with Government Code Section 66462, the Developer **shall** execute an agreement with the City providing for the installation, construction, improvement and dedication of the utility system following recordation of final map and concurrent with trenching operations and other subdivision improvements so long as said agreement incorporates the approved engineering plan and provides financial security to guarantee completion and dedication of the utility system.

The Developer **shall** coordinate and receive approval from the City Engineer to install, construct, improve, and dedicate to the City, or the City's designee, all utility infrastructure (including but not limited to conduit, equipment, vaults, ducts, wires, switches, conductors, transformers, resistors, amplifiers, and "bring-up" facilities including electrical capacity to serve the identified development and other adjoining/abutting/ or benefiting projects as determined by Moreno Valley Utility) – collectively referred to as "utility system" (to and through the development), along with any appurtenant real property easements, as determined by the City Engineer to be necessary for the distribution and /or delivery of any and all "utility services" to each lot and unit within the Tentative Map. For purposes of this condition, "utility services" shall mean electric, cable television, telecommunication (including video, voice, and data) and other similar services designated by the City Engineer. "Utility services" shall not include sewer, water, and natural gas services, which are addressed by other conditions of approval. Properties within development will be subject to an electrical system capacity charge and that contribution will be collected prior to issuance of building permits.

The City, or the City's designee, shall utilize dedicated utility facilities to ensure safe, reliable, sustainable and cost effective delivery of utility services and maintain the integrity of streets and other public infrastructure. Developer shall, at developer's sole expense, install or cause the installation of such interconnection facilities as may be necessary to connect the electrical distribution infrastructure within the project to the Moreno Valley Utility owned and controlled electric distribution system. Alternatively, developer may cause the project to be included in or annexed to a community facilities district established or to be established by the City for the purpose of financing the installation of such interconnection and distribution facilities. The project shall be deemed to have been included in or annexed to such a community facilities district upon the expiration of the statute of limitations to any legal challenges to the levy of special taxes by such community facilities district within the property. The statute of limitations referred to above will expire 30 days after the date of the election by the qualified electors within the project to authorize the levy of special taxes and the issuance of bonds.

MVU3. This Project is **subject** to a Reimbursement Agreement. The Project is responsible for a proportionate share of costs associated with electrical distribution infrastructure previously installed that directly benefits the Project. The developer shall be responsible to pay to the City of Moreno Valley the sum of **$423,150.00** for this electrical distribution infrastructure prior to the issuance of building permits.

POLICE DEPARTMENT

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects

Standard Conditions

PD1. Prior to the start of any construction, temporary security fencing shall be erected. The fencing shall be a minimum of six (6) feet high with locking, gated access and shall remain through the duration of construction. Security fencing is required if there is: construction, unsecured structures, unenclosed storage of materials and/or equipment, and/or the condition of the site constitutes a public hazard as determined by the Public Works Department. If security fencing is required, it shall remain in place until the project is completed or the above conditions no longer exist. (MC 9.08.080)

PD2. (GP) Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the following:

a. The name (if applicable) and address of the development.

b. The developer's name, address, and a 24-hour emergency telephone number. (MC 9.08.080)

PD3. (CO) Prior to the issuance of a Certificate of Occupancy, an Emergency Contact Information Form for the project shall be completed at the permit counter of the Community & Economic Development Department - Building Division for routing to the Police Department. (MC 9.08.080)

EXHIBIT B

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL FOR PA09-0012
TENTATIVE PARCEL MAP NO. 36162
ASSESSOR'S PARCEL NUMBERS: 316-210-071, -073, -075 and -076

APPROVAL DATE:
EXPIRATION DATE:

_X_ Planning (P), including Building (B), School District (S), Post Office (PO)
_X_ Fire Prevention Bureau (F)
_X_ Public Works – Land Development (LD)
_X_ Public Works – Special Districts (SD)
_X_ Public Works – Transportation Engineering (TE)
_X_ Public Works – Moreno Valley Utilities (MVU)
___ Parks & Community Services (PCS)
_X_ Police (PD)

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Planning Division

P1. Tentative Parcel Map No. 36162 is approved for the purposes of re-configuring the existing four parcels located within the project site and creating a single 80 acre parcel.

P2. Development within Tentative Parcel Map No. 36162 shall be under separate review and approval of a plot plan or a conditional use permit application(s) and shall be subject to the requirements of the City's Municipal Code.

P3. This project shall comply with the project mitigation measures listed in the conditions of approval for PA09-0004 and the mitigation monitoring program for the VIP Moreno Valley Project.

P4. This approval shall comply with all applicable requirements of the City of Moreno Valley Municipal Code.

Timing Mechanisms for Conditions (see abbreviation at beginning of affected condition):

R - Map Recordation | GP - Grading Permits | CO - Certificate of Occupancy or building final
WP - Water Improvement Plans | BP - Building Permits | P - Any permit

Governing Document (see abbreviation at the end of the affected condition):

GP - General Plan | MC - Municipal Code | CEQA - California Environmental Quality Act
Ord - Ordinance | DG - Design Guidelines | Ldscp - Landscape Development Guidelines and Specs
Res - Resolution | UFC - Uniform Fire Code | UBC - Uniform Building Code
SBM - Subdivision M

P5. This tentative map shall expire three years after the approval date of this tentative map unless extended as provided by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever in the event the applicant or any successor in interest fails to properly file a final map before the date of expiration. (MC 9.02.230, 9.14.050, 080)

P6. The site shall be developed in accordance with the approved tentative map on file in the Community & Economic Development Department -Planning Division, the Municipal Code regulations, General Plan, the Moreno Valley Industrial Area Plan and the conditions contained herein. (MC 9.14.020)

P7. All undeveloped portions of the site shall be maintained in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)

P8. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)

Prior to Issuance of Grading Permits

P9. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephen's' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)

P10. (GP) All site plans, grading plans, landscape and irrigation plans, fence/wall plans, lighting plans and street improvement plans shall be coordinated for consistency with this approval.

P11. (GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

If human remains are discovered, work in the affected area shall cease immediately and the County Coroner shall be notified. If it is determined that the remains are potentially Native American, the California Native American Heritage Commission and any and all affected Native American Indians tribes such as the Morongo Band of Mission Indians or the Pechanga Band of Luiseno Indians shall be notified and appropriate measures provided by State law shall be implemented. (GP Objective 23.3, DG, CEQA).

P12. (GP) Prior to the issuance of grading permits, final erosion control landscape and irrigation plans for all cut or fill slopes over 3 feet in height shall be submitted to the Planning Division for review and approval for the phase in process. This shall include slopes associated with swales and basins. The plans shall be designed in accordance with the slope erosion plan as required by the City Engineer for that phase. Man-made slopes greater than 10 feet in height shall be "land formed" to conform to the natural terrain and shall be landscaped and stabilized to minimize visual scarring. Graded slopes shall have variations that do not exceed 2:1 (GP Objective 1.5, MC 9.08.080, DG)

P13. (GP) Prior to approval of any grading permits, any required final median enhancement/landscape/irrigation plans shall be submitted to the Community Development Department - Planning Division and Public Works Department – Special Districts for review and approval by each division. Timing of installation shall be determined by PW- Special Districts. (GP - Circulation Master Plan)

P14. (GP) Prior to the issuance of a precise grading permit, the plan shall show decorative treatments for all driveway ingress/egress locations of the project. Accessible pedestrian pathways interior to the site cannot be painted. If delineation is necessary, then an alternative material is required.

P15. (GP) Prior to the issuance of a precise grading permit, all required planter areas, curbs, including twelve-inch concrete step outs, and required parking space striping shall be shown on the precise grading plan.

P16. (GP) Prior to the issuance of any grading permits, the following burrowing owl survey requirements shall be incorporated into the grading plans in accordance with the Riverside County Multi-Species Habitat Conservation Plan: Within 30 days of and prior to disturbance, a burrowing owl pre-construction survey shall be conducted by a qualified biologist using accepted protocols. The survey shall be submitted to the Planning Division for review and approval.

<u>Prior to Recordation of Final Map</u>

P17. (R) Prior to final map recordation, subdivision phasing (including any proposed common open space or improvement phasing, if applicable), shall be subject to the Planning Division approval. Any proposed phasing shall provide for adequate vehicular access to all lots in each phase as determined by the City Transportation Engineer or designee and shall substantially conform to all intent and purpose of the subdivision approval. (MC 9.14.080)

Building and Safety Division

B1. The above project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as all other city ordinances. All new projects shall provide a soils report. Plans shall be submitted to the Building Department as a separate submittal.

COMMERCIAL, INDUSTRIAL, MULTI-FAMILY PROJECTS INCLUDING CONDOMINIUMS, TOWNHOMES, DUPLEXES AND TRIPLEX BUILDINGS REQUIRE THE FOLLOWING:

Prior to final inspection, all plans will be placed on a CD Rom for reference and verification. Plans will include "as built" plans, revisions and changes. The CD will also include Title 24 energy calculations, structural calculations and all other pertinent information. It will be the responsibility of the developer and or the building or property owner(s) to bear all costs required for this process. The CD will be presented to the Building Department for review prior to final inspection and building occupancy. The CD will become the property of the Moreno Valley Building Department at that time. In addition, a site plan showing the path of travel from public right of way and building to building access with elevations will be required.

B2. (BP) Prior to the issuance of a building permit, the applicant shall submit a properly completed "Waste Management Plan" (WMP), as required, to the Compliance Official (Building Official) as a portion of the building or demolition permit process.

FIRE PREVENTION BUREAU

1. **Please complete and return attached fire flow letter.**
2. The following Standard Conditions shall apply.

With respect to the conditions of approval, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.

F2. The Fire Prevention Bureau is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering 4000 GPM for 4 hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 508.3, Appendix B and MVMC 8.36.100 Section D) **The 50% reduction in fire flow was granted for the use of fire sprinklers throughout the facility. The reduction shall only apply to fire flow, hydrant spacing shall be per the fire flow requirements listed in CFC Appendix B and C.**

F3. Industrial, Commercial, Multi-family, Apartment, Condominium, Townhouse or Mobile Home Parks. A combination of on-site and off-site super enhanced fire hydrants (6" x 4" x 4" x 2 ½") shall not be closer than 40 feet and more than 150 feet from any portion of the building as measured along approved emergency vehicular travel ways. The required fire flow shall be available from any adjacent fire hydrant(s) in the system. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, super or enhanced fire hydrants as determined by the fire code official shall be provided at spacing not to exceed 500 feet of frontage for transportation hazards. (CFC 508.5.7 & MVMC 8.36.050 Section O and 8.36.100 Section E)

F4. During phased construction, dead end roadways and streets which have not been completed shall have a turn-around capable of accommodating fire apparatus. (CFC 503.1 and 503.2.5)

F5. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)

F6. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)

F7. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less than twenty–four (24) or thirty (30) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches. (CFC 503.2.1.1 and MVMC 8.36.050)

F8. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.050)

F9. If construction is phased, each phase shall provide an approved emergency vehicular access way for fire protection prior to any building construction. (CFC 501.4 and MVMC 8.36.050 Section A)

F10. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3 and MVMC 8.36.050)

F11. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5 and MVMC 8.36.050)

F12. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)

F13. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Fire Prevention Bureau for review. Plans shall:

a) Be signed by a registered civil engineer or a certified fire protection engineer;
b) Contain a Fire Prevention Bureau approval signature block; and
c) Conform to hydrant type, location, spacing of new and existing hydrants and minimum fire flow required as determined by the Fire Prevention Bureau.

After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.

Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 508.1 and MVMC 8.36.100)

F14. Prior to issuance of Certificate of Occupancy or Building Final, "Blue Reflective Markers" shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 510.1)

F15. Prior to issuance of Certificate of Occupancy or Building Final, all commercial buildings shall display street numbers in a prominent location on the street side and rear access locations. The numerals shall be a minimum of twelve (12) inches in height for buildings and six (6) inches in height for suite identification on a contrasting background. Unobstructed lighting of the address(s) shall be by means approved by the Fire Prevention Bureau and Police Department. In multiple suite centers (strip malls), businesses shall post the name of the business on the rear door(s). (CFC 505.1)

F16. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9)

F17. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire alarm system monitored by an approved Underwriters Laboratory listed central station based on a requirement for monitoring the sprinkler system, occupancy or use. Fire alarm panel shall be accessible from exterior of building in an approved location. Plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9 and MVMC 8.36.070)

F18. Prior to issuance of a Certificate of Occupancy or Building Final, a "Knox Box Rapid Entry System" shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Chief. The Knox-Box shall be supervised by the alarm system and all exterior security emergency access gates shall be

electronically operated and be provided with Knox key switches for access by emergency personnel. (CFC 506.1)

F19. Prior to issuance of Certificate of Occupancy, approval shall be required from the County of Riverside Community Health Agency (Department of Environmental Health) and Moreno Valley Fire Prevention Bureau to maintain, store, use, handle materials, or conduct processes which produce conditions hazardous to life or property, and to install equipment used in connection with such activities. (CFC 2701.5)

F20. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.

F21. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503.2.7 and MVMC 8.36.050 Section I)

F22. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.050)

F23. Prior to construction, "private" driveways over 150 feet in length shall have a turn-around as determined by the Fire Prevention Bureau capable of accommodating fire apparatus. Driveway grades shall not exceed 12 percent. (CFC 503 and MVMC 8.36.050)

F24. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.

F25. A permit is required to maintain, store, use or handle materials, or to conduct processes which produce conditions hazardous to life or property, or to install equipment used in connection with such activities. Such permits shall not be construed as authority to violate, cancel or set aside any of the provisions of this code. Such permit shall not take the place of any license required by law. Applications for permits shall be made to the Fire Prevention Bureau in such form and detail as prescribed by the Bureau. Applications for permits shall be

accompanied by such plans as required by the Bureau. Permits shall be kept on the premises designated therein at all times and shall be posted in a conspicuous location on the premises or shall be kept on the premises in a location designated by the Fire Chief. Permits shall be subject to inspection at all times by an officer of the fire department or other persons authorized by the Fire Chief in accordance with Appendix Chapter 1 and MVMC 8.36.100.

F26. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14 & CBC Chapter 33)

F27. Prior to issuance of Certificate of Occupancy, permits are required to store, dispense, use or handle hazardous material. Each application for a permit shall include a hazardous materials management plan (HMMP). The location of the HMMP shall be posted adjacent to (other) permits when an HMMP is provided. The HMMP shall include a facility site plan designating the following:

a) Storage and use areas;
b) Maximum amount of each material stored or used in each area;
c) Range of container sizes;
d) Locations of emergency isolation and mitigation valves and devises;
e) Product conveying piping containing liquids or gases, other than utility-owned fuel gas lines and low-pressure fuel gas lines;
f) On and off positions of valves for valves which are of the self-indicating type;
g) Storage plan showing the intended storage arrangement, including the location and dimensions of aisles. The plans shall be legible and approximately to scale. Separate distribution systems are allowed to be shown on separate pages; and
h) Site plan showing all adjacent/neighboring structures and use.

NOTE: Each application for a permit shall include a hazardous materials inventory statement (HMIS).

F28. Before a Hazardous Materials permit is issued, the Fire Chief shall inspect and approve the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used. In instances where laws or regulations are enforceable by departments other than the Fire Prevention Bureau, joint approval shall be obtained from all departments concerned. (CFC Appendix H)

F29. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall

remain accessible and exposed for inspection purposes until approved. (CFC Section 106)

F30. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 106)

F31. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 104)

F32. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.7)

F33. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Appendix Chapter 1)

F34. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)

F35. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.

FIRE FLOW LETTER

Date: 02/24/2009 **Address:**

Case Number: PA09-0004 **A.P.N.:** 316-210-071, 073, 075, 076

This is certification the water system is capable of meeting the following required fire flows as determined by the California Fire Code Appendix B.

Based on the information provided on the above referenced case. The fire flow required for this project will be 4000 G.P.M. for duration of 4-HOURS measured at 20-psi residual pressure.

The required fire flow may be adjusted during the approval process to reflect changes in design, construction type or automatic fire protection measures as approved by the Fire Prevention Bureau.

Applicant/ Developer:

By: **Date:**

Title:

WATER AGENCY APPROVAL

Name of Agency:

Address:

Telephone: **Date:**

By: **Title:**

NOTE: **THE COMPLETION AND SUBMITTAL OF THIS LETTER TO THE FIRE PREVENTION BUREAU SHALL NOT BE CONSTRUED AS APPROVAL FOR THE INSTALLATION OF THE REQUIRED FIRE HYDRANT (S) AND/OR WATER SYSTEM.**

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT – LAND DEVELOPMENT DIVISION

The following are the Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Land Development Division.

General Conditions

LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City's Municipal Code (MC) and if subdividing land, the Government Code (GC) of the State of California, specifically Sections 66410 through 66499.58, said sections also referred to as the Subdivision Map Act (SMA). (MC 9.14.010)

LD2. (G) It is understood that the tentative map correctly shows all existing easements, traveled ways, and drainage courses, and that their omission may require the map or plans associated with this application to be resubmitted for further consideration. (MC 9.14.040)

LD3. (G) In the event right-of-way or offsite easements are required to construct offsite improvements necessary for the orderly development of the surrounding area to meet the public health and safety needs, the developer shall make a good faith effort to acquire the needed right-of-way in accordance with the Land Development Division's administrative policy. In the event that the developer is unsuccessful, he shall enter into an agreement with the City to acquire the necessary right-of-way or offsite easements and complete the improvements at such time the City acquires the right-of-way or offsite easements which will permit the improvements to be made. The developer shall be responsible for all costs associated with the right-of-way or easement acquisition. (GC 66462.5)

LD4. (G) If improvements associated with this project are not initiated within two years of the date of approval of the Public Improvement Agreement, the City Engineer may require that the improvement cost estimate associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the Public Improvement Agreement or issuance of a permit.

LD5. (G) The developer shall monitor, supervise and control all construction and construction supportive activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:

(a) Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.

(b) Observance of working hours as stipulated on permits issued by the Public Works Department.
(c) The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.
(d) All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements shall be adhered to during the grading operations.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

LD6. (G) The developer shall protect downstream properties from damage caused by alteration of drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities, including, but not limited to, modifying existing facilities or by securing a drainage easement. (MC 9.14.110)

LD7. (G) A detailed drainage study shall be submitted to the City Engineer for review and approval at the time of any improvement or grading plan submittal. The study shall be prepared by a registered civil engineer and shall include existing and proposed hydrologic conditions. Hydraulic calculations are required for all drainage control devices and storm drain lines. (MC 9.14.110). Prior to approval of the related improvement or grading plans, the developer shall submit the approved drainage study, on compact disk, in (.pdf) digital format to the Land Development Division of the Public Works Department.

LD8. (G) Prior to occupancy, the developer shall enter into a Development Impact Fee (DIF) Improvement Credit Agreement to secure credit and reimbursement for the construction of applicable **Indian Street** improvements. If the developer fails to complete this agreement prior to the timing as specified above, no credits or reimbursements will be given. The applicant shall pay Arterial Streets, Traffic Signals, and Interchange Improvements development impact fees adopted by the City Council by resolution. (Ord. 695 § 1.1 (part), 2005) (MC 3.38.030, .040, .050)

LD9. (G) Prior to occupancy, the developer shall enter into a Transportation Uniform Mitigation Fee (TUMF) Improvement Credit Agreement to secure credit and reimbursement for the construction of applicable **Perris Boulevard** improvements. If the developer fails to complete this agreement by the timing as specified above, no credits or reimbursements will be given for any work. Prior to approval of the

TUMF Improvement Credit Agreement, an approved engineer's cost estimate and street improvement plan are required.

LD10. (G) The final conditions of approval issued by the Planning Division subsequent to Planning Commission approval shall be photographically or electronically placed on mylar sheets and included in the Grading and Street Improvement plan sets on twenty-four (24) inch by thirty-six (36) inch mylar and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field during grading and construction.

Prior to Grading Plan Approval or Grading Permit

LD11. (GPA) Prior to approval of the grading plans, plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD12. (GPA) Prior to approval of grading plans, the developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:

a. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the City Engineer, lot lines shall be located at the top of slopes.

b. Any grading that creates cut or fill slopes adjacent to the street shall provide erosion control, sight distance control, and slope easements as approved by the City Engineer.

c. A grading permit shall be obtained from the Public Works Department Land Development Division prior to commencement of any grading outside of the City maintained road right-of-way.

d. All improvement plans are substantially complete and appropriate clearance and at-risk letters are provided to the City. (MC 9.14.030)

e. The developer shall submit a soils and geologic report to the Public Works Department – Land Development Division. The report shall address the soil's stability and geological conditions of the site.

LD13. (GPA) Prior to grading plan approval, the developer shall select and implement treatment control best management practices (BMPs) that are medium to highly effective for treating Pollutants of Concern (POC) for the project. Projects where National Pollution Discharge Elimination System (NPDES) mandates water quality

treatment control best management practices (BMPs) shall be designed per the City of Moreno Valley guidelines or as approved by the City Engineer.

LD14. (GPA) Prior to approval of the grading plans for projects that will result in discharges of storm water associated with construction with a soil disturbance of one or more acres of land, the developer shall submit a Notice of Intent (NOI) and obtain a Waste Discharger's Identification number (WDID#) from the State Water Quality Control Board (SWQCB). The WDID# shall be noted on the grading plans prior to issuance of the first grading permit.

LD15. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall submit two (2) copies of the final project-specific Water Quality Management Plan (WQMP) for review by the City Engineer that:

a. Addresses Site Design Best Management Practices (BMPs) such as minimizing impervious areas, maximizing permeability, minimizes directly connected impervious areas to the City's street and storm drain systems, and conserves natural areas;
b. Incorporates Source Control BMPs and provides a detailed description of their implementation;
c. Incorporates Treatment Control BMPs and provides information regarding design considerations;
d. Describes the long-term operation and maintenance requirements for BMPs requiring maintenance; and
e. Describes the mechanism for funding the long-term operation and maintenance of the BMPs.

A copy of the final WQMP template can be obtained on the City's Website or by contacting the Land Development Division of the Public Works Department.

LD16. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall record a "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," to provide public notice of the requirement to implement the approved final project-specific WQMP and the maintenance requirements associated with the WQMP.

A boilerplate copy of the "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," can be obtained by contacting the Land Development Division of the Public Works Department

LD17. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall secure approval of the final project-specific WQMP from the City Engineer. The final project-specific WQMP

shall be submitted at the same time of grading plan submittal. The approved final WQMP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format prior to grading plan approval.

LD18. (GPA) Prior to the grading plan approval, or issuance of a building permit as determined by the City Engineer, the approved final project-specific WQMP shall be incorporated by reference or attached to the project's Storm Water Pollution Prevention Plan as the Post-Construction Management Plan.

LD19. (GPA) Prior to grading plan approval, the developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the state's Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at the project site and be available for review upon request. The SWPPP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format.

LD20. (GPA) Prior to the approval of the grading plans, the developer shall pay applicable remaining grading plan check fees.

LD21. (GP) Prior to issuance of a grading permit, or building permit when a grading permit is not required, for projects that require a project-specific Water Quality Management Plan (WQMP), a project-specific final WQMP (F-WQMP) shall be approved. Upon approval, a WQMP Identification Number is issued by the Storm Water Management Section and shall be noted on the rough grading plans as confirmation that a project-specific F-WQMP approval has been obtained.

LD22. (GP) Prior to issuance of a grading permit, if the fee has not already been paid prior to map approval or prior to issuance of a building permit if a grading permit is not required, the developer shall pay Area Drainage Plan (ADP) fees. The developer shall provide a receipt to the City showing that ADP fees have been paid to Riverside County Flood Control and Water Conservation District. (MC 9.14.100)

LD23. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the completion of the grading required as a condition of approval of the project.

LD24. (GP) Prior to issuance of a grading permit, the developer shall pay the applicable grading inspection fees.

<u>Prior to Map Approval or Recordation</u>

LD25. (MA) Prior to approval of the map, the developer shall submit a copy of the Covenants, Conditions and Restrictions (CC&Rs) to the Land Development Division

for review and approval. The CC&Rs shall include, but not be limited to, access easements, reciprocal access, private and/or public utility easements as may be relevant to the project.

LD26. (MA) Prior to approval of the map, all street dedications shall be irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer. All dedications shall be free of all encumbrances as approved by the City Engineer.

LD27. (MA) Prior to approval of the map, security shall be required to be submitted as a guarantee of the completion of the improvements required as a condition of approval of the project. A public improvement agreement will be required to be executed.

LD28. (MR) Prior to recordation of the map, the developer shall submit the map, on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.

Prior to Improvement Plan Approval or Construction Permit

LD29. (IPA) Prior to approval of the improvement plans, the improvement plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD30. (IPA) Prior to approval of the improvement plans, the developer shall submit clearances from all applicable agencies, and pay all outstanding plan check fees. (MC 9.14.210)

LD31. (IPA) All public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer in order for the Public Improvement Agreement and accompanying security to be executed.

LD32. (IPA) Prior to approval of the improvement plans, securities and a public improvement agreement shall be required to be submitted and executed as a guarantee of the completion of the improvements required as a condition of approval of the project.

LD33. (IPA) The street improvement plans shall comply with all applicable City standards and the following design standards throughout this project:

a. Corner cutbacks in conformance with City Standard 208 shall be shown on the final map or, if no map is to be recorded, offered for dedication by separate instrument.

b. Lot access to major thoroughfares shall be restricted except at intersections and approved entrances and shall be so noted on the final map. (MC 9.14.100)

c. The minimum centerline and flow line grades shall be one percent unless otherwise approved by the City Engineer. (MC 9.14.020)

d. All street intersections shall be at ninety (90) degrees plus or minus five (5) degrees per City Standard No. 706A, or as approved by the City Engineer. (MC 9.14.020)

LD34. (IPA) Prior to approval of the improvement plans, the plans shall indicate any restrictions on trench repair pavement cuts to reflect the City's moratorium on disturbing newly-constructed pavement less than three years old and recently slurry sealed streets less than one year old. Pavement cuts for trench repairs may be allowed for emergency repairs or as specifically approved in writing by the City Engineer.

LD35. (IPA) Prior to approval of the improvement plans, the developer is required to bring any existing access ramps adjacent to and fronting the project to current ADA (Americans with Disabilities Act) requirements. However, when work is required in an intersection that involves or impacts existing access ramps, those access ramps in that intersection shall be retrofitted to comply with current ADA requirements, unless approved otherwise by the City Engineer.

LD36. (IPA) Prior to approval of the improvement plans, drainage facilities with sump conditions shall be designed to convey the tributary 100-year storm flows. Secondary emergency escape shall also be provided. (MC 9.14.110)

LD37. (IPA) Prior to the approval of the improvement plans, the hydrology study shall show that the 10-year storm flow will be contained within the curb and the 100-year storm flow shall be contained within the street right-of-way. In addition, one lane in each direction shall not be used to carry surface flows during any storm event for street sections equal to or larger than a minor arterial. When any of these criteria is exceeded, additional drainage facilities shall be installed. (MC 9.14.110 A.2)

LD38. (IPA) The project shall be designed to accept and properly convey all off-site drainage flowing onto or through the site. All storm drain design and improvements shall be subject to review and approval of the City Engineer. In the event that the City Engineer permits the use of streets for drainage purposes, the provisions of the Development Code will apply. Should the quantities exceed the street capacity or the use of streets be prohibited for drainage purposes, as in the case where one travel lane in each direction shall not be used for drainage conveyance for

emergency vehicle access on streets classified as minor arterials and greater, the developer shall provide adequate facilities as approved by the Public Works Department – Land Development Division. (MC 9.14.110)

LD39. (CP) All work performed within the City right-of-way requires a construction permit. As determined by the City Engineer, security may be required for work within the right-of-way. Security shall be in the form of a cash deposit or other approved means. The City Engineer may require the execution of a public improvement agreement as a condition of the issuance of the construction permit. All inspection fees shall be paid prior to issuance of construction permit. (MC 9.14.100)

LD40. (CP) Prior to issuance of a construction permit, all public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer.

LD41. (CP) Prior to issuance of construction permits, the developer shall submit all improvement plans on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.

LD42. (CP) Prior to issuance of construction permits, the developer shall pay all applicable inspection fees.

<u>Prior to Building Permit</u>

LD43. (BP) Prior to issuance of a building permit, if the project involves a non-residential subdivision, the map shall be recorded.

LD44. (BP) Prior to issuance of a building permit (excluding model homes), an approval by the City Engineer is required of the water quality control basin(s). The developer shall provide certification to the line, grade, flow test and system invert elevations.

LD45. (BP) Prior to issuance of a building permit, all pads shall meet pad elevations per approved plans as noted by the setting of "Blue-top" markers installed by a registered land surveyor or licensed engineer.

LD46. (BP) Prior to issuance of a building permit, the developer shall submit for review and approval, a Waste Management Plan (WMP) that shows data of waste tonnage, supported by original or certified photocopies of receipts and weight tags or other records of measurement from recycling companies and/or landfill and disposal companies. The Waste Management Plan shall contain the following:

a. The estimated volume or weight of project waste to be generated by material type. Project waste or debris may consist of vegetative materials including trees, tree parts, shrubs, stumps, logs, brush, or any other type of plants that

are cleared from a site. Project waste may also include roadwork removal, rocks, soils, concrete and other material that normally results from land clearing.

b. The maximum volume or weight of such materials that can be feasibly diverted via reuse and recycling.
c. The vendor(s) that the applicant proposes to use to haul the materials.
d. Facility(s) the materials will be hauled to, and their expected diversion rates.
e. Estimated volume or weight of clearing, grubbing, and grading debris that will be landfilled.

Approval of the WMP requires that at least fifty (50) percent of all clearing, grubbing, and grading debris generated by the project shall be diverted, unless the developer is granted an exemption. Exemptions for diversions of less than fifty (50) percent will be reviewed on a case by case basis. (AB939, MC 8.80)

Prior to Certificate of Occupancy

LD47. (CO) Prior to issuance of the last certificate of occupancy or building final, the developer shall pay all outstanding fees.

LD48. (CO) Prior to issuance of a certificate of occupancy, this project is subject to requirements under the current permit for storm water activities required as part of the National Pollutant Discharge Elimination System **(NPDES)** as mandated by the Federal Clean Water Act. In compliance with Proposition 218, the developer shall agree to approve the City of Moreno Valley NPDES Regulatory Rate Schedule that is in place at the time of certificate of occupancy issuance. Following are the requirements:

a. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required continuous operation, maintenance, monitoring system evaluations and enhancements, remediation and/or replacement, all in accordance with Resolution No. 2002-46.
   i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process; or
   ii. Establish an endowment to cover future City costs as specified in the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule.

b. Notify the Special Districts Division of the intent to request building permits 90 days prior to their issuance and the financial option selected. The financial option selected shall be in place prior to the issuance of certificate

of occupancy. (California Government Code & Municipal Code)

LD49. (CO) The City of Moreno Valley has an adopted Development Impact Fee (DIF) nexus study. All projects unless otherwise exempted shall be subject to the payment of the DIF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD50. (CO) The City of Moreno Valley has an adopted area wide Transportation Uniform Mitigation Fee (TUMF). All projects unless otherwise exempted shall be subject to the payment of the TUMF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD51. (CO) Prior to issuance of a certificate of occupancy or building final, the developer shall construct all public improvements in conformance with applicable City standards, except as noted in the Special Conditions, including but not limited to the following applicable improvements:

a. Street improvements including, but not limited to: pavement, base, curb and/or gutter, cross gutters, spandrel, sidewalks, drive approaches, pedestrian ramps, street lights, signing, striping, under sidewalk drains, landscaping and irrigation, medians, redwood header boards, pavement tapers/transitions and traffic control devices as appropriate.

b. Storm drain facilities including, but not limited to: storm drain pipe, storm drain laterals, open channels, catch basins and local depressions.

c. City-owned utilities.

d. Sewer and water systems including, but not limited to: sanitary sewer, potable water and recycled water.

e. Under grounding of existing and proposed utility lines less than 115,000 volts.

f. Relocation of overhead electrical utility lines including, but not limited to: electrical, cable and telephone.

LD52. (CO) Prior to issuance of a certificate of occupancy or building final, all existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Moreno Valley ordinances. (MC 9.14.130)

LD53. (CO) Prior to issuance of a certificate of occupancy or building final for any Commercial/Industrial facility, whichever occurs first, the owner may have to secure coverage under the State's General Industrial Activities Storm Water Permit as issued by the State Water Resources Control Board.

SPECIAL CONDITIONS

LD54. Prior to parcel map approval, the map shall show the following:

a. A 4-foot minimum pedestrian right-of-way dedication behind any driveway approach per City Standard 118C, on Perris Boulevard, Indian Street, and Grove View Road.

b. A 2-foot public access easement for the portions of sidewalk which are outside of the public right-of-way, along Perris Boulevard and Indian Street.

c. The appropriate additional right-of-way required for a bus turn-out on Perris Boulevard as depicted on the approved project plans and as conditioned by the City's Transportation Department.

d. Corner cutback right-of-way dedications per City Standard 208 at the southeast corner of Indian Street and Grove View Road and the southwest corner of Perris Boulevard and Grove View Road.

LD55. Prior to parcel map approval, the Developer shall guarantee the construction of the following improvements by entering into a public improvement agreement and posting security. The improvements shall be completed prior to occupancy of the first building or as otherwise determined by the City Engineer.

a. Perris Boulevard, Divided Arterial, City Standard 103C (110-foot RW / 86-foot CC) shall be constructed to half-width plus an additional 18 feet east of the centerline, along the entire project's east frontage. Additional right-of-way dedications at driveway approaches as well as a 2-foot pedestrian access easement, along the project's west property line, shall be shown on the parcel map. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, removal/relocation and/or undergrounding of any power poles with overhead utility lines less than 115,000 volts, and dry and wet utilities.

b. Indian Street, Minor Arterial, Modified City Standard 105A (88-foot RW / 64-foot CC) shall be constructed to half-width plus an additional 18 feet west of the centerline, along the entire project's east frontage. Additional right-of-way dedications at driveway approaches as well as a 2-foot pedestrian access easement, along the project's west property line, shall be shown on the parcel map. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, drainage structures, streetlights, pedestrian ramps, removal/relocation and/or undergrounding of any power poles with overhead utility lines less than 115,000 volts, and dry and wet utilities.

c. Grove View Road, Industrial Collector, City Standard 106 (78-foot RW / 56-foot CC) shall be constructed to half-width plus an additional 18 feet north of the centerline, along the entire project's north frontage. Additional right-of-way dedications at driveway approaches along the project's north property line, shall be shown on the parcel map.. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, drainage structures, any necessary offsite, streetlights, pedestrian ramps, dry and wet utilities.

d. Driveway approaches shall be constructed per City Standard No. 118C or as modified as shown on the project plans. The parcel map shall show an additional 4-foot minimum right-of-way dedication behind driveway approaches. No decorative pavers shall be placed within the public right-of-way. Certain project entrance(s) may be required to be constructed as a public street intersection.

e. Pavement core samples of existing pavement may be taken and findings submitted to the City for review and consideration of pavement improvements. The City will determine the adequacy of the existing pavement structural section. If the existing pavement structural section is found to be adequate, the developer may still be required to perform a one-tenth inch grind and overlay or slurry seal depending on the severity of existing pavement cracking, as required by the City Engineer. If the existing pavement section is found to be inadequate, the Developer shall replace the pavement to meet or exceed the City's pavement structural section standard.

LD56. Prior to precise grading plan or improvement plan approval, as applicable, the plans shall show all driveway approaches to be constructed per City Standard Plan 118C modified, as accepted by the City. There shall be 4-foot minimum wide pedestrian sidewalk area at 2% maximum behind the conventional right-

of-way. A minimum 4-foot pedestrian right-of-way dedication shall be made on the final parcel map PM 35672.

LD57. Prior to precise grading plan approval, the grading plan shall show any proposed trash enclosure as dual bin; one bin for trash and one bin for recyclables. The trash enclosure shall be per City Standard Plan 627.

LD58. Prior to precise grading plan approval, the grading plan shall show that the lowest finished floor elevation is a minimum of one foot above the base flood elevation.

LD59. Prior to precise grading plan approval, the grading plans shall clearly show that the parking lot conforms to City standards. The parking lot shall be 5% maximum, 1% minimum, 2% maximum at or near any disabled parking stall and travel way. Ramps, curb openings and travel paths shall all conform to current ADA standards as outlined in Department of Justice's "ADA Standards for Accessible Design", Excerpt from 28 CFR Part 36. (www.usdoj.gov) and as approved by the City's Building and Safety Division.

LD60. Prior to occupancy, the developer shall obtain an encroachment permit from Riverside County Flood Control & Water Conservation District in order to connect proposed onsite storm drain to the Perris Valley Channel Lateral B.

LD61. Prior to occupancy, the developer shall make a good faith effort to cause Riverside County Flood Control & Water Conservation District to dedicate additional public street right-of-way on Indian Street and Perris Boulevard along their property frontage between the project's south property line and the bridges.

LD62. Prior to occupancy, all overhead utility lines less than 115,000 volts fronting or within the entire project site boundary shall be placed underground per Section 9.14.130C of the City Municipal Code.

LD63. The Applicant shall select and implement treatment control BMPs that are medium to highly effective for treating Pollutants of Concern (POC) for the project. POC include project pollutants associated with a 303(d) listing or a Total Maximum Daily Load (TMDL) for receiving waters. Project POC include sediment/turbidity, nutrients, oxygen demanding substances, and pathogens (bacteria and viruses). Exhibit C of the document, "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006 shall be consulted for determining the effectiveness of proposed treatment BMPs.

LD64. Overall, the proposed treatment control concept is accepted as the conceptual treatment control BMP for the proposed site.

LD65. The Applicant has proposed to incorporate the use of vegetated swales, hydrodynamic separators, and sand filters. Final design details of the treatment control BMPs must be provided in the first submittal of the F-WQMP. The size of the treatment control BMPs is to be determined using the procedures set forth in Exhibit C of the Riverside County Guidance Document. The Applicant acknowledges that more area than currently shown on the plans may be required to treat site runoff as required by the WQMP guidance.

LD66. The Applicant shall substantiate the applicable Hydrologic Condition of Concern (HCOC) (WQMP Section IV) in the F-WQMP. The HCOC designates that the project will comply with Condition A; therefore, the condition must be addressed in the F-WQMP.

LD67. The Applicant shall, prior to building or grading permit closeout or the issuance of a certificate of occupancy, demonstrate:

a. That all structural BMPs have been constructed and installed in conformance with the approved plans and specifications;

b. That all structural BMPs described in the F-WQMP have been implemented in accordance with approved plans and specifications;

c. That the Applicant is prepared to implement all non-structural BMPs included in the F-WQMP, conditions of approval, and building/grading permit conditions; and

d. That an adequate number of copies of the approved F-WQMP are available for the future owners/occupants of the project.

PUBLIC WORKS DEPARTMENT – SPECIAL DISTRICTS DIVISION

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Special Districts' Conditions of Approval for project **PA09-0004**; this project shall be completed at no cost to any Government Agency. All questions regarding Special Districts' Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Special Districts Division of the Public Works Department 951.413.3480. The applicant is fully responsible for communicating with each designated Special Districts staff member regarding their conditions.

General Conditions

SD1. The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks & Community Services) and C (Arterial Street Lighting). All assessable parcels therein shall be subject to annual Zone A and Zone C charges for operations and capital improvements.

SD2. Plans for parkway, median, slope, and/or open space landscape areas designated on the tentative map or in these Conditions of Approval for incorporation into Moreno Valley Community Services District **Zone M**, shall be prepared and submitted in accordance with the *City of Moreno Valley Public Works Department Landscape Design Guidelines*. Contact the Special Districts Division of the Public Works Department to obtain copies of this document.

SD3. The developer, or the developer's successors or assignees shall be responsible for all parkway and/ or median landscaping maintenance until such time as the District accepts maintenance duties.

SD4. Any damage to existing landscape easement areas due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the Moreno Valley Community Services District.

Prior to Building Permit Issuance

SD5. (BP) This project has been identified to be included in the formation of a Community Facilities District (Mello-Roos) for **Public Safety** services, including but not limited to Police, Fire Protection, Paramedic Services, Park Rangers, and Animal Control services. The property owner(s) shall not protest the formation; however, they retain the right to object to the rate and method of maximum special tax. In

compliance with Proposition 218, the developer shall agree to approve the mail ballot proceeding (special election) for either formation of the CFD or annexation into an existing district that may already be established. The Developer must notify Special Districts of intent to request building permits 90 days prior to their issuance. (California Government Code)

SD6. (BP) This project is conditioned to provide a funding source for the capital improvements and/or maintenance for the **Perris Blvd.** median landscape. In order for the Developer to meet the financial responsibility to maintain the defined service, one of the following options shall be selected:

a. Participate in the mail ballot proceeding in compliance with Proposition 218, for Moreno Valley Community Services District **Zone M** (Commercial, Industrial and Multifamily Improved Median Maintenance), and pay all associated costs with the ballot process; or

b. Establish an endowment to cover the future maintenance costs of the landscaped area.

The developer must notify Special Districts of intent to request building permits 90 days prior to their issuance and the financial option selected to fund the continued maintenance.

SD7. *Commercial* (BP) If Land Development, a Division of the Public Works Department, requires this project to supply a funding source necessary to provide, but not limited to, stormwater utilities services for the monitoring of on site facilities and performing annual inspections of the affected areas to ensure compliance with state mandated stormwater regulations, the developer must notify Special Districts 90 days prior to the City's issuance of a building permit and the financial option selected to fund the continued maintenance. (California Government Code)

SD8. (BP) Prior to release of building permit, the developer, or the developer's successors or assignees, shall record with the County Recorder's Office a **Declaration of Covenant and Acknowledgement of Assessments** for each assessable parcel therein, whereby the developer covenants and acknowledges the existence of the Moreno Valley Community Services District, its established benefit zones, and that said parcel(s) is (are) liable for payment of annual benefit zone charges and the appropriate National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate schedule when due. A copy of the recorded Declaration of Covenant and Acknowledgement of Assessments shall be submitted to the Special Districts Division.

**For a copy of the Declaration of Covenant and Acknowledgement of the Assessments form, please contact Special Districts, phone 951.413.3480.

SD9. (BP) Final median, parkway, slope, and/or open space landscape/irrigation plans for those areas designated on the tentative map or in these Conditions of Approval for inclusion into Community Services District shall be reviewed and approved by the Community Development Department–Planning Division, and the Public Works Department–Special Districts and Transportation Divisions prior to the issuance of the first Building Permit.

Prior to Certificate of Occupancy

SD10. (CO) Prior to issuance of a Certificate of Occupancy or building final, the developer shall submit a letter to Special Districts from the Utility service responsible for providing final electrical energy connections and energization of the streetlights for the development project. The letter must identify, by pole number, each streetlight in the development and state the corresponding date of its electrical energization.

SD11. (CO) All parkway and/or median landscaping specified in the tentative map or in these Conditions of Approval shall be constructed prior to the issuance of the Certificate of Occupancy/Building Final for this project.

SD12. (CO) Prior to the issuance of the first Certificate of Occupancy or building final for this project, the developer shall pay Advanced Energy fees for all applicable Zone B (Residential Street Lighting) and/or Zone C (Arterial Street Lighting and Intersection Lighting) streetlights required for this development. The developer shall provide a receipt to the Special Districts Division showing that the Advanced Energy fees have been paid in full for the number of streetlights to be accepted into the CSD Zone B and/or Zone C program. Payment shall be made to the City of Moreno Valley, as collected by the Land Development Division, based upon the Advanced Energy fee rate at the time of payment and as set forth in the current Listing of City Fees, Charges and Rates, as adopted by City Council. Any change in the project which may increase the number of streetlights to be installed will require payment of additional Advanced Energy fees at the then current fee.

PUBLIC WORKS DEPARTMENT – TRANSPORTATION ENGINEERING DIVISION

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

Based on the information contained in our standard review process we recommend the following conditions of approval be placed on this project:

GENERAL CONDITIONS

TE1. Conditions of approval may be modified if project is phased or altered from any approved plans.

TE2. Perris Boulevard is classified as a Divided Arterial (110'RW/86'CC) per City Standard Plan No. 103C. The sidewalk shall be curb-separated. Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility.

TE3. Indian Street is designated as a Minor Arterial (88'RW/64'CC) per City Standard Plan No. 105A. Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility.

TE4. Grove View Road is designated as an Industrial Collector (78'RW/56'CC) per City Standard Plan No. 106. Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility.

PRIOR TO GRADING PERMIT

TE5. (GP) Prior to issuance of a grading permit, the project applicant shall submit conceptual striping plans for improvements identified in condition TE11 as well as Indian Street for the City Traffic Engineer's approval.

PRIOR TO IMPROVEMENT PLAN APPROVAL OR CONSTRUCTION PERMIT

TE6. The driveways less than 40 feet in width shall conform to Section 9.16.250, and Table 9.16.250A of the City's Development Code - Design Guidelines, and City Standard Plan No. 118C. Driveways wider than 40' shall be designed as intersections with pedestrian access ramps per City standards.

TE7. Sight distance at driveways and on streets shall conform to City of Moreno Valley Standard No. 125A, B, C at the time of preparation of final grading, landscape, and street improvements.

TE8. Prior to the final approval of the street improvement plans, a signing and striping plan shall be prepared per City of Moreno Valley Standard Plans - Section 4 for all streets with a cross section of 66'/44' and wider.

TE9. Prior to issuance of a construction permit, construction traffic control plans prepared by a qualified, Registered Civil or Traffic engineer may be required.

TE10. Prior to the final approval of the street improvement plans, the project applicant shall design Perris Boulevard to include a bus bay per City Standard Plan No. 121 in the southbound direction, south of Grove View Road. The bus bay may be designed to serve as a combination right turn lane/bus bay to the satisfaction of the City Engineer.

TE11. Prior to the final approval of the street improvement plans, the project applicant shall design the intersection/traffic signal at Perris Boulevard and the South Project Driveway to provide the following (at a minimum):

Northbound: One left turn lane, one shared through/right turn lane
Southbound: One left turn lane, one through lane, one right turn lane
Eastbound: One left turn lane, one shared through/right turn lane
Westbound: One left turn lane, one shared through/right turn lane

NOTE: The curb return radii on the northwest/southwest corners shall be 50 feet.

TE12. Prior to the final approval of the street improvement plans, the project applicant shall design and modify the intersection of Perris Boulevard at Grove View Road to include a 200' northbound left turn lane with raised median. This modification may include relocation of the traffic detector loops and other traffic signal modifications.

<u>PRIOR TO BUILDING PERMIT</u>

TE13. (BP) Prior to issuance of a building permit, traffic signal plans shall be prepared by a registered civil or electrical engineer and shall be submitted to the City Traffic Engineer for the following intersections:

- **Perris Boulevard at South Project Driveway (signal modifications).**
- **Perris Boulevard at Grove View Road (signal modifications).**

TE14. (BP) Prior to issuance of a building permit, the project applicant shall make a fair-share contribution in the amount of $45,150 to the City of Moreno Valley for the construction of a traffic signal at Perris Boulevard and Suburban Lane. As this traffic signal is not in any existing fee program, payment of DIF and/or TUMF are not considered satisfaction of this obligation.

<u>PRIOR TO CERTIFICATE OF OCCUPANCY OR BUILDING FINAL</u>

TE15. (CO) Prior to issuance of a certificate of occupancy, all approved signing and striping shall be installed per current City Standards and the approved plans.

TE16. (CO) Each gated entrance shall be provided with the following, or as approved by the City Traffic Engineer:

a) A storage lane with a minimum of 75 feet queuing length for entering traffic.
b) Appropriate signing and striping.

All of these features must be kept in working order.

TE17. (CO) Prior to the issuance of a certificate of occupancy, the project applicant shall construct the traffic signal modifications identified in TE13. Construction shall be completed per the approved plans and coordinated with the street improvements.

TE18. (CO) Prior to issuance of a certificate of occupancy, the project applicant shall construct the intersection/roadway improvements identified in TE10, TE11, and TE12 per the approved plans.

TE19. (CO) Prior to the issuance of a certificate of occupancy for the project, driveway access at the following locations will be installed as follows:

- **North Perris Boulevard Driveway: Right-in, right-out access by means of a raised median.**
- **South Perris Boulevard Driveway: Full access by means of a traffic signal.**
- **Grove View Road Driveways: Full access.**
- **Indian Street Driveways: Full access.**

NOTE: All truck driveways shall have curb return radii of 50 feet.

<u>PRIOR TO ACCEPTANCE OF STREETS INTO THE CITY-MAINTAINED ROAD SYSTEM</u>

TE20. Prior to the acceptance of streets into the City-maintained road system, all approved traffic control and signing and striping shall be installed per current City Standards and the approved plans.

PUBLIC WORKS DEPARTMENT – MORENO VALLEY UTILITY

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Moreno Valley Utility's Conditions of Approval for project(s) PA09-0004 & PA09-0012; this project shall be completed at no cost to any Government Agency. All questions regarding Moreno Valley Utility's Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from Moreno Valley Utility (the Electric Utility Division) of the Public Works Department 951.413.3512. The applicant is fully responsible for communicating with Moreno Valley Utility staff regarding their conditions.

PRIOR TO RECORDATION OF FINAL MAP

MVU1. (R) For single family subdivisions, a three foot easement along each side yard property line shall be shown on the final map and offered for dedication to the City of Moreno Valley for public utility purposes, unless otherwise approved by the City Engineer. If the project is a multi-family development, townhome, condominium, apartment, commercial or industrial project, and it requires the installation of electric distribution facilities within common areas, a non-exclusive easement shall be provided to Moreno Valley Utility to include all such common areas. All easements shall include the rights of ingress and egress for the purpose of operation, maintenance, facility repair, and meter reading.

PRIOR TO ISSUANCE OF BUILDING PERMIT

MVU2. (BP) **City of Moreno Valley Municipal Utility Service – Electrical Distribution**: Prior to issuance of building permit, the developer shall submit a detailed engineering plan showing design, location and schematics for the utility system to be approved by the City Engineer. In accordance with Government Code Section 66462, the Developer **shall** execute an agreement with the City providing for the installation, construction, improvement and dedication of the utility system following recordation of final map and concurrent with trenching operations and other subdivision improvements so long as said agreement incorporates the approved engineering plan and provides financial security to guarantee completion and dedication of the utility system.

The Developer **shall** coordinate and receive approval from the City Engineer to install, construct, improve, and dedicate to the City, or the City's designee, all utility infrastructure (including but not limited to conduit, equipment, vaults, ducts, wires, switches, conductors, transformers, resistors, amplifiers, and "bring-up"

facilities including electrical capacity to serve the identified development and other adjoining/abutting/ or benefiting projects as determined by Moreno Valley Utility) – collectively referred to as "utility system" (to and through the development), along with any appurtenant real property easements, as determined by the City Engineer to be necessary for the distribution and /or delivery of any and all "utility services" to each lot and unit within the Tentative Map. For purposes of this condition, "utility services" shall mean electric, cable television, telecommunication (including video, voice, and data) and other similar services designated by the City Engineer. "Utility services" shall not include sewer, water, and natural gas services, which are addressed by other conditions of approval. Properties within development will be subject to an electrical system capacity charge and that contribution will be collected prior to issuance of building permits.

The City, or the City's designee, shall utilize dedicated utility facilities to ensure safe, reliable, sustainable and cost effective delivery of utility services and maintain the integrity of streets and other public infrastructure. Developer shall, at developer's sole expense, install or cause the installation of such interconnection facilities as may be necessary to connect the electrical distribution infrastructure within the project to the Moreno Valley Utility owned and controlled electric distribution system. Alternatively, developer may cause the project to be included in or annexed to a community facilities district established or to be established by the City for the purpose of financing the installation of such interconnection and distribution facilities. The project shall be deemed to have been included in or annexed to such a community facilities district upon the expiration of the statute of limitations to any legal challenges to the levy of special taxes by such community facilities district within the property. The statute of limitations referred to above will expire 30 days after the date of the election by the qualified electors within the project to authorize the levy of special taxes and the issuance of bonds.

MVU3. This Project is **subject** to a Reimbursement Agreement. The Project is responsible for a proportionate share of costs associated with electrical distribution infrastructure previously installed that directly benefits the Project. The developer shall be responsible to pay to the City of Moreno Valley the sum of **$423,150.00** for this electrical distribution infrastructure prior to the issuance of building permits.

POLICE DEPARTMENT

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects

Standard Conditions

PD1. Prior to the start of any construction, temporary security fencing shall be erected. The fencing shall be a minimum of six (6) feet high with locking, gated access and shall remain through the duration of construction. Security fencing is required if there is: construction, unsecured structures, unenclosed storage of materials and/or equipment, and/or the condition of the site constitutes a public hazard as determined by the Public Works Department. If security fencing is required, it shall remain in place until the project is completed or the above conditions no longer exist. (MC 9.08.080)

PD2. (GP) Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the following:

a. The name (if applicable) and address of the development.

b. The developer's name, address, and a 24-hour emergency telephone number. (MC 9.08.080)

PD3. (CO) Prior to the issuance of a Certificate of Occupancy, an Emergency Contact Information Form for the project shall be completed at the permit counter of the Community & Economic Development Department - Building Division for routing to the Police Department. (MC 9.08.080)

Errata to the VIP Moreno Valley Final EIR dated June 27, 2012

In responding to the comments to the Sierra Club letter to the Planning Commission dated July 11, 2012 and the Johnson and Sedlack letter to the Planning Commission dated July 12, 2012 there were some inconsistencies found in the VIP Moreno Valley Final EIR that are being corrected in this errata. In an effort to correct an inadvertent errors contained in the Final EIR that was approved by the Planning Commission, corrections to Final EIR Response to Comments E-9 and E-16 are necessary to provide consistency with the Mitigation Monitoring and Reporting Program (MMRP) as approved by the Planning Commission. These changes are contained herein.

During the Planning Commission meeting on July 12, 2012, the Planning Commission approved the project subject to two conditions of approval related to designing and constructing the project to accommodate future solar panels and obtain LEED Silver design standards. These conditions of approval have been added to the MMRP as Mitigation Measures 4.3.6.1D and 4.3.6.1E as follows:

4.3.6.1D The building roof shall be designed and constructed to accommodate future solar panels.

4.3.6.1E The project shall be designed and constructed to meet LEED Silver design standards.

It should be noted that regardless of the language for Mitigation Measure (MM) 4.2.6.3A found in any of the responses to comments to the Draft EIR provided in the Final EIR dated June 27, 2012, the Planning Commission in its hearing on July 12, 2012 approved the following language for MM 4.2.6.3A which supersedes the responses:

4.2.6.3A Prior to issuance of the first building permit, building and site plan designs shall ensure that the project's energy efficiencies surpass applicable 2008 California Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City. Any combination of the following design features ~~including but not limited to the following list~~ may be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent: *[Note the rest of the MM remains the same as was presented in the Mitigation Monitoring and Reporting Program and a Conditions of Approval adopted by the Planning Commission on July 12, 2012].*

Response to Comment E-9.[1] Mitigation Measure 4.2.6.3A already provides for preferential parking for alternative fueled cars. This mitigation located in the Draft EIR, Section 4.2 Air Quality, pages 4.2-26, 4.2-27, and 4.2-28 reads as follows with changes proposed in Section 3.0 Errata in the Final EIR to address other commentor concerns:

> ***4.2.6.3A*** *Prior to issuance of the first building permit, building and site plan designs shall ensure that the project's energy efficiencies surpass applicable 2008 California Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and review and approved by the City. The following ~~Any combination of~~ design features~~,~~*

[1] As presented to the Planning Commission on July 12, 2012, which was incorrect in the Response to Comments but correct in the Mitigation Monitoring and Reporting Program (MMRP).

~~including but not limited to the following list, may~~ shall be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent:

- *Lease/purchase documents shall ~~identify that~~ require tenants ~~are encouraged~~ to ~~promote~~ provide the following:*
  - *Provision of preferential parking for EV and CNG vehicles.*

Response to Comment E-9.[1] Mitigation Measure 4.2.6.3A already provides for preferential parking for alternative fueled cars. This mitigation located in the Draft EIR, Section 4.2 Air Quality, pages 4.2-26, 4.2-27, and 4.2-28 reads as follows with changes proposed in Section 3.0 Errata in the Final EIR to address other commentor concerns:

4.2.6.3A *Prior to issuance of the first building permit, building and site plan designs shall ensure that the project's energy efficiencies surpass applicable 2008 California Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City.* The following ~~Any~~ combination of design features~~, including but not limited to the following list, may~~ shall be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent:

- ~~*Lease/purchase documents shall identify that tenants are encouraged to promote the following:*~~
  - *Provision of preferential parking for EV and CNG vehicles.*

Response to Comment E-16.[2] Draft EIR, Section 4.2 Air Quality contains the following Mitigation Measure 4.2.6.1K that provides for electric or alternative fuel construction equipment and forklifts and Section 4.3 Greenhouse Gas Emissions and Climate Change contains Mitigation Measure 4.2.6.3A which specifies electric trucks and yard trucks in Mitigation Measures 4.2.6.3A. Changes proposed to Mitigation Measure 4.2.6.1K are provided in Section 3.0 Errata in the Final EIR to address other commentor concerns. The measures are as follows:

4.2.6.1K *Grading plans, construction specifications and bid documents shall also include the following notations:*

- *Off-road construction equipment shall utilize alternative fuels where feasible e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty;*
- Use electric construction equipment where feasible.
- All forklifts used during construction and in subsequent operation of the project shall be electric or natural gas powered.

4.2.6.3A *Prior to issuance of the first building permit, building and site plan designs shall ensure that the project's energy efficiencies surpass applicable 2008 California Title 24, Part*

[1] The response is revised to be consistent with the MMRP as presented to the Planning Commission on July 12, 2012.

[2] As presented to the Planning Commission on July 12, 2012, which was incorrect in the Response to Comments but correct in the Mitigation Monitoring and Reporting Program (MMRP).

6 Energy Efficiency Standards by a minimum of 20 percent. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and review and approved by the City. The following ~~Any combination of~~ design features~~, including but not limited to the following list, may~~ shall be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent:

- *Lease/purchase documents shall ~~identify that~~ require tenants ~~are encouraged~~ to ~~promote~~ provide the following:*
  - *Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets.*
  - *Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance.*
  - *Use of electric (instead of diesel or gasoline-powered) yard trucks.*

Response to Comment E-16.[12] Draft EIR, Section 4.2 Air Quality contains the following Mitigation Measure 4.2.6.1K that provides for electric or alternative fuel construction equipment and forklifts and Section 4.3 Greenhouse Gas Emissions and Climate Change contains Mitigation Measure 4.2.6.3A which specifies electric trucks and yard trucks in Mitigation Measures 4.2.6.3A and 4.2.6.1K. ~~Changes proposed to Mitigation Measure 4.2.6.1K are provided in Section 3.0 Errata in the Final EIR to address other commentor concerns.~~ The measures are as follows:

4.2.6.1K *Grading plans, construction specifications and bid documents shall also include the following notations:*

- *Off-road construction equipment shall utilize alternative fuels where feasible e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty;*
- Use electric construction equipment where feasible.
- All forklifts used during construction and in subsequent operation of the project shall be electric or natural gas powered.

4.2.6.3A *Prior to issuance of the first building permit, building and site plan designs shall ensure that the project's energy efficiencies surpass applicable 2008 California Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City.* The following ~~Any~~ combination of design features~~, including but not limited to the following list, may~~ shall be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent:

- ~~*Lease/purchase documents shall identify that tenants are encouraged to promote the following:*~~
  - *Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets.*
  - *Use of electrical equipment (instead of gasoline-powered equipment) for*

[1] The response is revised to be consistent with the MMRP as presented to the Planning Commission on July 12, 2012.

landscape maintenance.

- *Use of electric (instead of diesel or gasoline-powered) yard trucks.*

Final

ENVIRONMENTAL IMPACT REPORT

VIP MORENO VALLEY

STATE CLEARINGHOUSE NO. 2011081084

CITY OF MORENO VALLEY

RIVERSIDE COUNTY, CALIFORNIA

LSA

June 27, 2012

Final

ENVIRONMENTAL IMPACT REPORT

VIP MORENO VALLEY

STATE CLEARINGHOUSE NO. 2011081084

CITY OF MORENO VALLEY

RIVERSIDE COUNTY, CALIFORNIA

Lead Agency:

City of Moreno Valley Community and Economic Development Department
Planning Division
14177 Frederick Street
Post Office Box 88005
Moreno Valley, California 92552
Attn: Jeff Bradshaw, Associate Planner
(951) 413-3224

Prepared by:

LSA Associates, Inc.
1500 Iowa Avenue, Suite 200
Riverside, California 92507
(951) 781-9310

LSA Project No. VOG1001

LSA

June 27, 2012

Item No. E.2

MV00179355

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1. INTRODUCTION

The Final Environmental Impact Report (EIR) for the proposed VIP Moreno Valley project is composed of the Draft EIR State Clearinghouse No. 2011081084 and Appendices; the Response to Comments; and the Findings, Statement of Overriding Considerations, Staff Reports, and Resolutions. Specifically, this document portion of the EIR includes the Comments and Responses volume of the Final EIR, EIR modifications or errata, and the Mitigation Monitoring and Reporting Program (MMRP). The purpose of this document is to respond to all comments received by the City of Moreno Valley (City) regarding the environmental information and analyses contained in the Draft EIR. Additionally, any corrections to the text and figures of the Draft EIR, generated either from responses to comments or independently by the City, are stated in this volume of the Final EIR. The Draft EIR text has not been modified to reflect these clarifications.

1.1 CONTENT AND FORMAT

Subsequent to this introductory section, Section 2.0 contains copies of each comment letter received on the Draft EIR, along with annotated responses to each comment contained within the letters, Section 3.of this document contains corrections and errata to the Draft EIR. Section 4.0 contains the Mitigation Monitoring and Reporting Plan, which includes additional measures developed as a part of this Final EIR.

1.2 PUBLIC REVIEW OF THE DRAFT EIR

As required by the California Environmental Quality Act (CEQA) Guidelines Section 15087, a Notice of Completion (NOC) of the Draft EIR State Clearinghouse No. 2011081084 for the VIP Moreno Valley project was filed with the State Clearinghouse on April 20, 2012 and the Notice of Availability (NOA) of the Draft EIR was filed with the Riverside County Clerk on April 20, 2012

The Draft EIR was circulated for public review for a period of 45 days, from April 20, 2012 to June 4, 2012. Copies of the Draft EIR were distributed to all Responsible Agencies and to the State Clearinghouse in addition to various public agencies, citizen groups, and interested individuals. Copies of the Draft EIR were also made available for public review at the City Planning Department, at one area library, and on the internet.

A total of ten comment letters was received. Seven of the comment letters received were from Federal, State, regional, or local agencies. One comment letter was received from a citizen group and two letters from individuals. All ten letters have been responded to within this document. Comments that address environmental issues are thoroughly responded to in Section 2.0.

1.3 POINT OF CONTACT

The Lead Agency for this Project is the City of Moreno Valley. Any questions or comments regarding the preparation of this document, its assumptions, or its conclusions, should be referred to:

Jeff Bradshaw, Associate Planner
City of Moreno Valley, Planning Division
14177 Frederick Street
Post Office Box 88005
Moreno Valley, California 92553
Phone: (951) 413-3224
e-mail: jeffreyb@moval.com

1.4 PROJECT SUMMARY

The following information is summarized from the Project Description in the Draft EIR. For additional detail in regard to Project characteristics and Project-related improvements, along with analyses of the Project's potential environmental impacts, please refer to Draft EIR Sections 3.0 and 4.0, respectively.

1.4.1 Project Location

The project site is located in the City of Moreno Valley, Riverside County. The approximately 71-acre site is generally located on the southwest corner of Perris Boulevard and Grove View Road. The Perris Valley Storm Drain Lateral B channel forms the southern boundary of the site while Indian Street forms the western boundary.

1.4.2 Proposed Project

The proposed development would result in the construction and operation of approximately 1,616,133 square feet of distribution warehouse uses on an approximately 71-acre site. The single building will be constructed with 264 vertical-lift dock-high roll up doors on the long (north and south) sides of the building to allow access for the loading and unloading of products from diesel truck/trailers. The building will include a total of approximately 44,000 square feet of business office space for the management of the warehouse. Parking at the warehouse will be provided for 368 trucks and trailers as well as 589 parking stalls for passenger vehicles in accordance with City standards for light industrial uses.

1.4.3 Project Objectives

The purpose of the proposed project is to provide a new facility specializing in warehouse distribution services. Upon development, the proposed project will achieve the following:

Create employment-generating opportunities for the citizens of Moreno Valley and surrounding communities;

Encourage industrial development as attractive and productive uses while minimizing conflicts with the surrounding existing uses;

Encourage warehouse distribution services that take advantage of the area's close proximity to various freeways and transportation corridors;

Provide the infrastructure improvements required to meet project needs in an efficient and cost-effective manner;

Encourage new development consistent with the capacity and municipal service capabilities;

Provide a high density, high-quality large-scale industrial development to provide jobs for residents at a variety of income levels;

Facilitate the efficient and cost-effective movement of goods in and through the City, which, in turn, allows the City to compete economically on a domestic and international scale;

Provide an industrial warehouse facility that meets the substantial and unmet demands of businesses located in the City and County;

Cluster industrial warehouse uses near efficient access points to the state highway system to reduce traffic congestion on surface streets and to reduce associated air pollutant emissions from vehicle sources;

Implement the City's General Plan Industrial/Business Park Land Use designations that are applicable to the site;

Accommodate new development that channels land uses in a phased, orderly manner and is coordinated with the provision of necessary infrastructure and public improvements;

Provide new development that will assist the City in obtaining fiscal balance in the years and decades ahead; and

Address community circulation, both vehicular and pedestrian, utilizing available capacity within the existing circulation system, and provide fair share improvements to various future-year deficient intersections or road segments.

1.4.4 Required Permits and Discretionary Actions

The following discretionary actions are anticipated to be taken by the City of Moreno Valley as part of the proposed project:

Tentative Parcel Map approval (TPM 36162);

Certification of Environmental Impact Report; and

Site Plan approval.

Other non-discretionary actions anticipated to be taken by the City at the Staff level as part of the proposed project include the following:

Approval of a Storm Water Pollution Prevention Plan (SWPPP) to accommodate site runoff during construction. Approval of a Water Quality Management Plan (WQMP) to mitigate for post-construction runoff flows.

Issuance of a Grading permit that requires approval of a grading plan, approval of the final drainage study, approval of the Final WQMP, obtaining an NOI and WDID number, and satisfying those conditions of approval required prior to grading.

Issuance of an Encroachment permit for any construction work done in any City-controlled right-of-way. Encroachment permit issuance requires approval of improvement plans, public improvement agreement execution with securities posted, and satisfying those conditions of approval required prior to grading.

Issuance of a Building permit. The comprehensive building permit includes building, plumbing, mechanical, and electrical permits.

Approvals and permits required by other agencies include:

A National Pollutant Discharge Elimination System (NPDES) permit from the Regional Water Quality Control Board (RWQCB) to ensure that downstream water quality is not worsened.

Approval of water and sewer improvement plans by the Eastern Municipal Water District.

Approval from the City and Riverside County Flood Control and Water Conservation District to ensure that construction site drainage velocities are equal to or less than the pre-construction conditions.

2. RESPONSE TO COMMENTS

A total of ten comment letters was received. Seven of the comment letters received were from Federal, State, regional, or local agencies. One comment letter was received from a citizen group and two letters from individuals. All ten letters have been responded to within this document. Comments that address environmental concerns have been thoroughly addressed. Comments that (1) do not address the adequacy or completeness of the Draft EIR; (2) do not raise environmental issues; or (3) do request the incorporation of additional information not relevant to environmental issues do not require a response, pursuant to Section 15088(a) of the State CEQA Guidelines.

Section 15088 of the State CEQA Guidelines, Evaluation of and Response to Comments, states:

a) The lead agency shall evaluate comments on environmental issues received from persons who reviewed the draft EIR and shall prepare a written response. The lead agency shall respond to comments received during the noticed comment period and any extensions and may respond to late comments.

b) The written response shall describe the disposition of significant environmental issues raised (e.g., revisions to the proposed project to mitigate anticipated impacts or objections). In particular, major environmental issues raised when the lead agency's position is at variance with recommendations and objections raised in the comments must be addressed in detail, giving the reasons that specific comments and suggestions were not accepted. There must be good faith, reasoned analysis in response. Conclusory statements unsupported by factual information will not suffice.

c) The response to comments may take the form of a revision to the draft EIR or may be a separate section in the final EIR. Where the response to comments makes important changes in the information contained in the text of the draft EIR, the lead agency should either:

   1. Revise the text in the body of the EIR; or
   2. Include marginal notes showing that the information is revised in the responses to comments.

Information provided in this volume of the Final EIR clarifies, amplifies, or makes minor modifications to the Draft EIR. No significant changes have been made to the information contained in the Draft EIR as a result of the responses to comments, and no significant new information has been added that would require recirculation of the document.

An Errata to the EIR (Section 3.0) has been prepared to make minor corrections and clarifications to the Draft EIR as a result of City review and comments received during the public review period. Therefore, this Response to Comments document, along with the Errata is included as part of the Final EIR for consideration by the Planning Commission prior to a vote to certify the Final EIR.

2.1 LIST OF PERSONS, ORGANIZATIONS, AND PUBLIC AGENCIES COMMENTING ON THE DRAFT EIR

The persons, organizations, and public agencies that submitted comments regarding the Draft EIR through June 4, 2012, are listed below. A total of ten comment letters was received. Seven of the comment letters received were from Federal, State, regional, or local agencies. One comment letter

was received from a citizen group and two letters from individuals. Each comment letter received is indexed with a number below.

Comment Letters Received Regarding the Draft EIR

A **California Native American Heritage Commission (May 14, 2012)**
Dave Singleton, Program Analyst

B **California Department of Fish and Game (May 21, 2012)**
Jeff Brandt, Senior Environmental Specialist

C **Gerald M. Budlong (May 31, 2012)**

D **Johnson & Sedlack (June 1, 2012)**
Ray Johnson, AICP, Esq.

E **Sierra Club, San Gorgonio Chapter (June 3, 2012)**
George Hague, Conservation Chair
Moreno Valley Chapter

F **California Department of Transportation, District 8 (June 4, 2012)**
Daniel Kopulsky, Office Chief
Community Planning/IGR-CEQA

G **Eastern Municipal Water District (June 4, 2012)**
Joseph B. Lewis
Director of Engineering Services

H **United States Fish and Wildfire Service (e-mail June 4, 2012)**
Nicole Ronan, Fish and Wildfire Service

I **Riverside County Flood Control and Water Conservation District**
Mekbib Degaga, Engineering Project Manager

J **California Governor's Office of Planning and Research, State Clearinghouse**
Scott Morgan, Director State Clearinghouse

2.2 FORMAT OF RESPONSES TO COMMENTS

Aside from the courtesy statements, introductions, and closings, individual comments within the body of each letter have been identified and numbered. A copy of each comment letter and the City's responses are included in this section. Brackets delineating the individual comments and an alphanumeric identifier have been added to the right margin of the letter. Responses to each comment identified are included on the page(s) following each comment letter. Responses to comments were sent to the agencies that provided comments.

In the process of responding to the comments, there were minor revisions to the Environmental Impact Report. None of the comments or responses constitutes "significant new information" (*CEQA Guidelines* Section 15073.5) that would require recirculation of the Environmental Impact Report.

Letter A

NATIVE AMERICAN HERITAGE COMMISSION
915 CAPITOL MALL, ROOM 364
SACRAMENTO, CA 95814
(916) 653-6251
Fax (916) 657-5390
Web Site www.nahc.ca.gov
ds_nahc@pacbell.net

May 11, 2012

RECEIVED
MAY 14 2012
CITY OF MORENO VALLEY
Planning Division

Mr. Jeff Bradshaw, Associate Planner
City of Moreno Valley Community & Economic Development Department
14177 Frederick Street
Moreno Valley, CA 92552

Re: SCH#2011081084; CEQA Notice of Completion; draft Environmental Impact Report (DEIR) for the **"VIP Moreno Valley Project – PA09-0004 (plot Plan) PA09-0012 (TPM 36162) P11-020 (EIR);"** located in the City of Moreno Valley; Riverside, California.

Dear Mr. Bradshaw:

The Native American Heritage Commission (NAHC), the State of California 'Trustee Agency' for the protection and preservation of Native American cultural resources pursuant to California Public Resources Code §21070 and affirmed by the Third Appellate Court in the case of EPIC v. Johnson (1985: 170 Cal App. 3rd 604).

This letter includes state and federal statutes relating to Native American historic properties of religious and cultural significance to American Indian tribes and interested Native American individuals as 'consulting parties' under both state and federal law. State law also addresses the freedom of Native American Religious Expression in Public Resources Code §5097.9. 1

The California Environmental Quality Act (CEQA – CA Public Resources Code 21000-21177, amendments effective 3/18/2010) requires that any project that causes a substantial adverse change in the significance of an historical resource, that includes archaeological resources, is a 'significant effect' requiring the preparation of an Environmental Impact Report (EIR) per the CEQA Guidelines defines a significant impact on the environment as 'a substantial, or potentially substantial, adverse change in any of physical conditions within an area affected by the proposed project, including ...objects of historic or aesthetic significance." In order to comply with this provision, the lead agency is required to assess whether the project will have an adverse impact on these resources within the 'area of potential effect (APE), and if so, to mitigate that effect. 2 The NAHC did conduct a Sacred Lands File (SLF) search within the 'area of potential effect (APE) with the following results: Native American cultural resources were not found within the APE. However, the absence of archaeological resources does not preclude their existence at the subsurface level and may be exposed during construction activity. 3

The NAHC "Sacred Sites,' as defined by the Native American Heritage Commission and the California Legislature in California Public Resources Code §§5097.94(a) and 5097.96. Items in the NAHC Sacred Lands Inventory are confidential and exempt from the Public Records Act pursuant to California Government Code §6254 (r). 4

Early consultation with Native American tribes in your area is the best way to avoid unanticipated discoveries of cultural resources or burial sites once a project is underway. 5

Culturally affiliated tribes and individuals may have knowledge of the religious and cultural significance of the historic properties in the project area (e.g. APE). We strongly urge that you make contact with the list of Native American Contacts on the attached list of Native American contacts, to see if your proposed project might impact Native American cultural resources and to obtain their recommendations concerning the proposed project. Pursuant to CA Public Resources Code § 5097.95, the NAHC requests cooperation from other public agencies in order that the Native American consulting parties be provided pertinent project information. Consultation with Native American communities is also a matter of environmental justice as defined by California Government Code §65040.12(e). Pursuant to CA Public Resources Code §5097.95, the NAHC requests that pertinent project information be provided consulting tribal parties. The NAHC recommends *avoidance* as defined by CEQA Guidelines §15370(a) to pursuing a project that would damage or destroy Native American cultural resources and Section 2183.2 that requires documentation, data recovery of cultural resources. 5

Furthermore, the NAHC if the proposed project is under the jurisdiction of the statutes and regulations of the National Environmental Policy Act (e.g. NEPA; 42 U.S.C. 4321-43351). Consultation with tribes and interested Native American consulting parties, on the NAHC list, should be conducted in compliance with the requirements of federal NEPA and Section 106 and 4(f) of federal NHPA (16 U.S.C. 470 *et seq*), 36 CFR Part 800.3 (f) (2) & .5, the President's Council on Environmental Quality (CSQ, 42 U.S.C 4371 *et seq.* and NAGPRA (25 U.S.C. 3001-3013) as appropriate. The 1992 *Secretary of the Interiors Standards for the Treatment of Historic Properties* were revised so that they could be applied to all historic resource types included in the National Register of Historic Places and including cultural landscapes. Also, federal Executive Orders Nos. 11593 (preservation of cultural environment), 13175 (coordination & consultation) and 13007 (Sacred Sites) are helpful, supportive guides for Section 106 consultation. The aforementioned Secretary of the Interior's *Standards* include recommendations for all 'lead agencies' to consider the historic context of proposed projects and to "research" the cultural landscape that might include the 'area of potential effect.' 6

Confidentiality of "historic properties of religious and cultural significance" should also be considered as protected by California Government Code §6254(r) and may also be protected under Section 304 of he NHPA or at the Secretary of the Interior discretion if not eligible for listing on the National Register of Historic Places. The Secretary may also be advised by the federal Indian Religious Freedom Act (cf. 42 U.S.C., 1996) in issuing a decision on whether or not to disclose items of religious and/or cultural significance identified in or near the APEs and possibility threatened by proposed project activity. 7

Furthermore, Public Resources Code Section 5097.98, California Government Code §27491 and Health & Safety Code Section 7050.5 provide for provisions for inadvertent discovery of human remains mandate the processes to be followed in the event of a discovery of human remains in a project location other than a 'dedicated cemetery'. 8

To be effective, consultation on specific projects must be the result of an ongoing relationship between Native American tribes and lead agencies, project proponents and their contractors, in the opinion of the NAHC. Regarding tribal consultation, a relationship built around regular meetings and informal involvement with local tribes will lead to more qualitative consultation tribal input on specific projects. 9

Finally, when Native American cultural sites and/or Native American burial sites are prevalent within the project site, the NAHC recommends 'avoidance' of the site as referenced by CEQA Guidelines Section 15370(a). 10

If you have any questions about this response to your request, please do not hesitate to contact me at (916) 653-6251.

Sincerely,

Dave Singleton
Program Analyst

Cc: State Clearinghouse

Attachment: Native American Contact List

Native American Contacts
Riverside County
May 11, 2012

Los Coyotes Band of Mission Indians
Shane Chapparosa, Chairman
P.O. Box 189 Cahuilla
Warner , CA 92086
(760) 782-0711
(760) 782-2701 - FAX

Soboba Band of Mission Indians
Scott Cozaet, Chairperson; Attn: Carrie Garcia
P.O. Box 487 Luiseno
San Jacinto , CA 92581
carrieg@soboba-nsn.gov
(951) 654-2765
(951) 654-4198 - Fax

Pechanga Band of Mission Indians
Paul Macarro, Cultural Resources Manager
P.O. Box 1477 Luiseno
Temecula , CA 92593
(951) 770-8100
pmacarro@pechanga-nsn.gov
(951) 506-9491 Fax

Santa Rosa Band of Mission Indians
John Marcus, Chairman
P.O. Box 391820 Cahuilla
Anza , CA 92539
(951) 659-2700
(951) 659-2228 Fax

Ramona Band of Cahuilla Mission Indians
Joseph Hamilton, Chairman
P.O. Box 391670 Cahuilla
Anza , CA 92539
admin@ramonatribe.com
(951) 763-4105
(951) 763-4325 Fax

Juaneno Band of Mission Indians Acjachemen Nation
Anthony Rivera, Chairman
31411-A La Matanza Street Juaneno
San Juan Capistrano CA 92675-2674
arivera@juaneno.com
(949) 488-3484
(949) 488-3294 - FAX
(530) 354-5876 - cell

San Manuel Band of Mission Indians
James Ramos, Chairperson
26569 Community Center Drive Serrano
Highland , CA 92346
(909) 864-8933
(909) 864-3724 - FAX
(909) 864-3370 Fax

Morongo Band of Mission Indians
Michael Contreras, Cultural Heritage Prog.
12700 Pumarra Road Cahuilla
Banning , CA 92220 Serrano
(951) 201-1866 - cell
mcontreras@morongo-nsn.gov
(951) 922-0105 Fax

This list is current only as of the date of this document.

Distribution of this list does not relieve any person of the statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, Section 5097.94 of the Public Resources Code and Section 5097.98 of the Public Resources Code.

This list is applicable for contacting local Native Americans with regard to cultural resources for the proposed SCH#2011081084; CEQA Notice of Completion; draft Environmental Impact Report (DEIR) for the VIP Moreno Valley Project; located in the City of Moreno Valley; Riverside County, California.

Native American Contacts
Riverside County
May 11, 2012

San Manuel Band of Mission Indians
Ann Brierty, Policy/Cultural Resources Departmen
26569 Community Center. Drive Serrano
Highland , CA 92346
(909) 864-8933, Ext 3250
abrierty@sanmanuel-nsn.gov
(909) 862-5152 Fax

Ernest H. Siva
Morongo Band of Mission Indians Tribal Elder
9570 Mias Canyon Road Serrano
Banning , CA 92220 Cahuilla
siva@dishmail.net
(951) 849-4676

Pechanga Band of Mission Indians
Mark Macarro, Chairperson
P.O. Box 1477 Luiseno
Temecula , CA 92593
tbrown@pechanga-nsn.gov
(951) 770-6100
(951) 695-1778 Fax

SOBOBA BAND OF LUISENO INDIANS
Joseph Ontiveros, Cultural Resource Department
P.O. BOX 487 Luiseno
San Jacinto , CA 92581
jontiveros@soboba-nsn.gov
(951) 663-5279
(951) 654-5544, ext 4137

William J. Pink
48310 Pechanga Road Luiseno
Temecula , CA 92592
wjpink@hotmail.com
(909) 936-1216
Prefers e-mail contact

Pechanga Cultural Resources Department
Anna Hoover, Cultural Analyst
P.O. Box 2183 Luiseño
Temecula , CA 92593
ahoover@pechanga-nsn.gov
951-770-8104
(951) 694-0446 - FAX

This list is current only as of the date of this document.

Distribution of this list does not relieve any person of the statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, Section 5097.94 of the Public Resources Code and Section 5097.98 of the Public Resources Code.

This list is applicable for contacting local Native Americans with regard to cultural resources for the proposed SCH#2011081084; CEQA Notice of Completion; draft Environmental Impact Report (DEIR) for the VIP Moreno Valley Project; located in the City of Moreno Valley; Riverside County, California.

2.4 RESPONSE TO LETTER A

California Native American Heritage Commission

Response to Comment A-1. The comment is introductory and states that the Native American Heritage Commission (NAHC) is the State "trustee agency" pursuant to Public Resources Code Section 21070 for the protection and preservation of the State's Native American resources. The comment also states that the letter contains state and federal statutes relating to Native American historic properties of religious and cultural significance.

The comment is introductory in nature and outlines the NAHC's authority and role as a commenting agency. The NAHC's introduction in this comment is noted, and no further response is required.

Response to Comment A-2. The comment states that CEQA requires that any project that causes a substantial adverse change in the significance of a historical resource, which includes archaeological resources, is a "significant effect" requiring the preparation of an EIR. A Draft EIR was prepared for the proposed project and circulated for public review on April 20, 2012. Based on the *Phase I Cultural Resources Assessment and Paleontological Records Review* prepared for the proposed project, the site contains a historic site and a historic isolate, which were recorded and evaluated for significance in accordance with CEQA. Based on the study, it was determined that the historic resource and historic isolate were not considered to be significant. Consequently, construction and grading of the proposed project site will not affect significant historic resources, resulting in a less than significant impact.

Response to Comment A-3. The comment states that the NAHC Sacred Lands File (SLF) search found that no Native American cultural resources were identified within the project area. Similarly, the Draft EIR determined that there were no cultural resources (historic or prehistoric) identified on the project site as a result of records searches or during on site reconnaissance. The comment does not contain any substantive statements or questions about the Draft EIR or the analysis therein. Therefore, no further response is necessary.

Response to Comment A-4. The comment states that NAHC Sacred Sites are confidential and exempt from the Public Records Act pursuant to California Government Code Section 6254. The City acknowledges the sensitivity and confidentiality of the information contained in the cultural resources report. No records maps have been made public nor will they be made public in association with the City's consideration of the proposed project.

Response to Comment A-5. The comment states that pursuant to California Public Resources Code Section 5097.95, the NAHC requests that pertinent project information be provided to Native American consulting parties, and that Native American consultation is a matter of environmental justice. The comment letter states that early consultation with Native American Tribes in the area of the project site is the best way to avoid unanticipated discoveries once a project is underway. The letter includes a list of Native American contacts and recommends obtaining their recommendations concerning the proposed project.

Appendix B-5 of the Draft EIR contains the Phase I Cultural Resource Assessment and Paleontological Records Review, (Michael Brandman Associate., March 27, 2012) prepared for the proposed project in which Native American consultation was conducted. On February 15, 2007, Michael Brandman Associates sent a letter to the NAHC in an effort to determine whether any sacred sites were listed on the Scared Lands Files for this area of Moreno Valley containing the project site.

In response to the Sacred Land Record Search request, the NAHC identified fourteen Native American contacts that may have knowledge of cultural resources in the project area.

Letters dated February 28, 2007, were sent by MBA to the fourteen Native American contacts provided by the NAHC. The letters notified the parties of the proposed project and requested that the tribes respond with information concerning cultural resources that might be affected.

Response to Comment A-6. The comment states that consultation with Tribes and interested Native American consulting parties on the NAHC list should be conducted in compliance with the requirements of federal National Environmental Policy Act (NEPA), Sections 106 and 4(f) of the National Historic Preservation Act, and the Native American Grave Protection and Repatriation Act (NAGPRA), as appropriate.

The project is not a federal undertaking as defined under Section 106 of the National Historic Preservation Act (NHPA) or 36 Code of Federal Regulations (CFR) Part 800 regulations implementing Section 106. The project does not use federal funds and will not require any federal permits. Therefore, the project does not fall under the regulatory oversight of Section 106. The project is not a federal transportation project, so it also does not fall under the jurisdiction of Section 4(f) of the Department of Transportation Act of 1966. Finally, since there is no federal involvement in the project, the requirements of NAGPRA do not apply.

As described in Response to Comment A-5, above, the City conducted consultation with fourteen local tribes and interested Native American individuals for the project. Consultation included providing those parties with pertinent project and location information.

Response to Comment A-7. The comment states that historic properties of religious and cultural significance are confidential and protected by California Government Code Section 6254. The comment further states that the confidentiality of such resources may also be protected by section 304 of the NHPA. The City acknowledges the sensitivity and confidentiality of any identified resources. The SLF and any associated records maps are not for public distribution. In addition, because the project is not a federal undertaking, it is not regulated under Section 304 of the NHPA.

Response to Comment A-8. The comment identifies State laws regarding the accidental discovery of human remains. In in the unlikely event that human remains are encountered during project grading, the County Coroner and the City Planning Division would be notified immediately, and no further disturbance would occur until the County Coroner makes a determination of origin and disposition. If the remains are determined to be Native American, the County Coroner would notify the NAHC, which will determine and notify the most likely descendant (MLD). Implementation of state law reduces potential impacts related to the discovery of human remains on the proposed project site to a less than significant level, and no additional mitigation is required.

Response to Comment A-9. The comment states that effective consultation, in the opinion of the NAHC, is the result of an ongoing relationship between Native American tribes and lead agencies, project proponents and their contractors. The City agrees that effective consultation is desired. The City has reached out to Native American tribes through the consultation process (as detailed in the Draft EIR in Appendix B-5).The comment does not contain any substantive statements or questions about the Draft EIR or the analysis therein. Therefore, no further response is necessary.

Response to Comment A-10. The comment states that the NAHC recommends avoidance when a project would damage or destroy Native American cultural resources. The comment further states that documentation and data recovery of such resources is required pursuant to the CEQA

Guidelines. Based on the *Phase I Cultural Resources Assessment and Paleontological Records Review* prepared for the proposed project, the site has a low potential for containing archeological resources due to the lack of such resources previously discovered in the surrounding area and the disturbed nature of the project site. Consequently, construction and grading of the proposed project site will have a low probability of damaging archeological resources. Impacts to archeological resources are considered to be less than significant.

State of California -The Natural Resources Agency
DEPARTMENT OF FISH AND GAME
1416 9th Street
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EDMUND G. BROWN JR., Governor
CHARLTON H. BONHAM, Director

May 16, 2012

RECEIVED
MAY 21 2012
CITY OF MORENO VALLEY
Planning Division

Mr. Jeff Bradshaw
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92551

Subject: Draft Environmental Impact Report for the VIP Moreno Valley Project
City of Moreno Valley, Riverside County -- SCH #2011081084

Dear Mr. Bradshaw:

The Department of Fish and Game (Department) appreciates this opportunity to comment on the Draft Environmental Impact Report for the VIP Moreno Valley Project. The Department is responding as a Trustee Agency for fish and wildlife resources [Fish and Game Code sections §711.7 and 1802 and the California Environmental Quality Act Guidelines (CEQA) section §15386] and as a Responsible Agency regarding any discretionary actions (CEQA Guidelines section §15381), such as a Lake and Streambed Alteration Agreement (California Fish and Game Code Sections §1600 et seq.) and/or a Permit for Incidental Take of Endangered, Threatened, and/or Candidate species (Fish and Game Code Sections 2080 and 2080.1).

The proposed Project consists of the construction and operation of approximately 1,616,133 square feet of distribution warehouse uses on a 71-acre site. The Project is located in the City of Moreno Valley and is bounded on the west by Indian Street, on the east by Perris Boulevard, on the north by Grove View Road and on the south by the Perris Valley Storm Drain. The March Air Reserve Base and the Interstate-215 (I-215) are located in the vicinity to the west. The site has been used for dryland farming and is disked. There is vegetation (mostly non-native) on the periphery of the site but the major part of the site is disked.

Western Riverside Multiple Species Habitat Conservation Plan (MSHCP)

The Department is responsible for ensuring appropriate conservation of fish and wildlife resources including rare, threatened, and endangered plant and animal species, pursuant to the California Endangered Species Act (CESA), and administers the Natural Community Conservation Plan Program (NCCP Program). On June 22, 2004, the Department issued Natural Community Conservation Plan Approval and Take Authorization for the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) per Section §2800, et seq., of the California Fish and Game Code. The MSHCP establishes a multiple species conservation program to minimize and mitigate habitat loss and the incidental take of covered species in association with activities covered under the permit.

The proposed Project occurs within the MSHCP area and is subject to the provisions and policies of the MSHCP. The City of Moreno Valley is the Lead Agency and is signatory to the 1

Conserving California's Wildlife Since 1870

implementing agreement of the MSHCP. Compliance with approved habitat plans, such as the MSHCP, is discussed in CEQA. Specifically, Section 15125(d) of the CEQA Guidelines requires that the DEIR discuss any inconsistencies between a proposed Project and applicable general plans and regional plans, including habitat conservation plans and natural community conservation plans. An assessment of the impacts to the MSHCP as a result of this Project is necessary to address CEQA requirements.

The Project is located in the Reche Canyon/Badlands Area Plan but does not contain any Criteria Cells and the site is not necessary for reserve assembly. MSHCP policies and procedures that apply to the proposed Project include Protection of Species Associated with Riparian/Riverine Areas and Vernal Pools policy (MSHCP section 6.1.2 pp 6-20; "Riparian/Riverine and Vernal Pool Policy"), Protection of Narrow Endemic Plant Species (MSHCP section 6.1.3 pp 6-28; "NEPPSA"), and Additional Survey Needs and Procedures (MSHCP section 6.3.2, Additional Survey Needs and Procedures). 1

A) Special Survey Areas

The Project is located within the survey area for the western burrowing owl (WBO). WBO is a State Species of Special Concern and is a species subject to the Migratory Bird Treaty Act (MBTA). Focused surveys for the WBO were conducted in 2009. The results of the focused surveys indicate that there were no direct observations or sign of the WBO. 2

B) Protection of Narrow Endemic Plant Species

Plant species requiring habitat assessments include: San Diego ambrosia, many-stemmed dudleya, spreading navarretia, California Orcutt grass, Wrights trichocoronis, Coulter's goldfields, Davidson's saltscale, little mousetail, mud nama, Parish's brittlescale, round-leaved filaree, San Jacinto Valley crownscale, smooth tarplant, and threat-leaved brodiaea. Focused NEPS and Criteria Area surveys were conducted in 2009. The 2009 surveys determined that the NEPS and Criteria Area Plants have a low potential for occurrence because of the absence of suitable habitat and the disking of the site. The DEIR conclusions are supported by the surveys for the Perris Boulevard Widening Project. 3

C) Riparian/Riverine Areas, Vernal Pools, and Fairy Shrimp

A narrow, north-south trending agricultural drainage ditch bisects the center of the site and terminates at a culvert entering the Perris Valley Storm Drain. The document states that the "drainage ditch" does not meet the requirements of this MSHCP policy. The Department reserves the right to determine whether the on-site channel is jurisdictional. 4

<u>Impacts to the species</u>

The biological report states that the only vegetation on the site is located on the periphery because of ongoing disking and consists primarily of non-native plants. Wildlife on the site includes: red-tailed hawk, American kestrel, common raven, American crow, Brewer's blackbird, Say's phoebe, western kingbird, western meadowlark, mourning dove, side-blotched lizard, western fence lizard, California ground squirrel, desert cottontail and pocket gopher. 5

Proposed mitigation

Impacts to wildlife are covered by the MSHCP and the mitigation requirements in the MSHCP. The DEIR states that preconstruction surveys will be conducted for WBO and nesting birds. If WBO are found on the site the Resource Conservation Agency and the Department should be notified to determine whether additional mitigation measures are required. 6

Department Concerns

The Department reserves the right to determine whether the channel on site is subject to Section 1600 *et seq.* in the Fish and Game Code. A Determination of Biologically Equivalent or Superior Preservation (DBESP) alternative is not required, according to the DEIR. The Department needs to be notified prior to commencement of grading if bird nests or burrowing owl are identified in pre-construction surveys. In addition, a Lake and Streambed Alteration Agreement (Section 1600 *et seq.*) may be required. No mitigation has been provided for the loss of this channel. 7

Lake and Streambed Alteration Agreement

Although the proposed Project is within the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP) and is not subject to Section 6.1.2, Protection of Species Associated with Riparian/Riverine Areas and Vernal Pools, a Lake and Streambed Alteration Agreement Notification may still be required by the Department should the site contain jurisdictional waters. Additionally, the Department's criteria for determining the presence of jurisdictional waters are more comprehensive than the MSHCP criteria in Section 6.1.2.

A routine delineation was conducted in 2009 and the consultants determined that there were no jurisdictional wetlands or streams on the site. However, the Department retains the right to determine whether the resources on site are jurisdictional waters and subject to the Lake and Streambed Alteration Agreement program. A new streambed jurisdictional delineation needs to be conducted to determine whether the channel (i.e., "drainage ditch") conveys water across the site, particularly during the rainy season, and how many linear feet or acres comprise the channel. 8

The Department recommends submitting a notification early on, since modification of the proposed Project may be required to avoid or reduce impacts to fish and wildlife resources. To obtain a Streambed Alteration Agreement notification package, please call (562) 430-7924 or go to http://www.dfg.ca.gov/habcon/1600/forms.html. 9

If the CEQA documents do not fully identify potential impacts to lakes, streams, and associated resources and provide adequate avoidance, mitigation, monitoring, funding sources, a habitat management plan and reporting commitments, additional CEQA documentation will be required prior to execution (signing) of the Agreement. In order to avoid delays or repetition of the CEQA process, potential impacts to a stream or lake, as well as avoidance and mitigation measures need to be discussed within this CEQA document. Permit negotiations conducted after and outside of the CEQA process are not CEQA-compliant because they deprive the public and agencies of their right to know what project impacts are and how they are being mitigated (CEQA Section 15002). 10

The Department opposes the elimination of ephemeral, intermittent and perennial stream channels, lakes and their associated habitats. The Department recommends avoiding the stream and riparian habitat to the greatest extent possible. Any unavoidable impacts need to be compensated with the creation and/or restoration of in-kind habitat either on-site or off-site at a minimum 3:1 replacement-to-impact ratio, depending on the impacts and proposed mitigation. Additional mitigation requirements through the Department's Streambed Alteration Agreement process may be required depending on the quality of habitat impacted, proposed mitigation, project design, and other factors.

The following information will be required for the processing of a Streambed Alteration Agreement and the Department recommends incorporating this information to avoid subsequent CEQA documentation and project delays: 11

1) Delineation of lakes, streams, and associated habitat that will be temporarily and/or permanently impacted by the proposed project (include an estimate of impact to each habitat type);
2) Discussion of avoidance measures to reduce project impacts; and,
3) Discussion of potential mitigation measures required to reduce the project impacts to a level of insignificance.

Please refer to section 15370 of the CEQA guidelines for the definition of mitigation. If the project does not include the criteria listed above, the Department believes that it cannot fulfill its obligations as a Trustee and Responsible Agency for fish and wildlife resources.

We recommend that the Department's concerns be addressed in the Final Environmental Impact Report.

Sincerely,

Jeff Brandt
Senior Environmental Scientist

cc: State Clearinghouse

2.6 RESPONSE TO LETTER B

California Department of Fish and Game

Response to Comment B-1. The commentor accurately summarizes both the CEQA requirement for an analysis of the proposed project's consistency with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and the MSHCP policies and procedures applicable to the proposed project.

Response to Comment B-2. The commentor accurately summarizes both the MSHCP requirement for a burrowing owl survey and that the surveys conducted for the project showed no burrowing owl sign or observations.

Response to Comment B-3. The commentor accurately summarizes both the MSHCP requirement for survey of narrow endemic plant species and that the surveys conducted for the project determined there is a low potential for occurrence of the species due to lack of suitable habitat and disking of the site. The commentor also notes these conclusions are consistent with the surveys conducted for the Perris Boulevard Widening Project (which is a City of Moreno Valley capital improvement project) and not related to the VIP Moreno Valley Project.

Response to Comment B-4. The commentor notes the Draft EIR statement that the agricultural ditch running north-south across the center of the site is not jurisdictional and indicates CDFG reserves the right to determine whether the on-site ditch is jurisdictional. As stated in the Draft EIR (pages 2-10 and 2-11), the ditch no longer contains the characteristics of jurisdictional waters. This is due to the construction of Grove View Road and storm drains on the north side of the site, resulting in the elimination of an abundant supply of off-site water flow from the north onto the site. Because the ditch no longer carries the abundant supply off-site water flow, it no longer supports the one riparian species (willow) that exists in the ditch. This condition has become even more evident over the past several years, resulting in no jurisdictional waters on the site.

Response to Comment B-5. The commentor accurately summarizes the vegetation and wildlife observed on the site.

Response to Comment B-6. The commentor accurately summarizes the Draft EIR mitigation measure prescribing preconstruction surveys for burrowing owl and nesting birds, and requests that the Regional Conservation Authority and CDFG be contacted should burrowing owl be found on the site in order to determine the need for additional mitigation. This is standard operating procedure, and the project proponent's biological consultant will comply.

Response to Comment B-7. The commentor identifies CDFG's concerns which are summarized as follows: 1) Regarding the on-site ditch that runs north-south through the center of the project site, CDFG states that they reserve the right to determine whether the site is jurisdictional, and if so, a Section 1600 permit would be required for the loss of the on-site ditch; and 2) CDFG requests that they be notified prior to grading activities if bird nests or burrowing owls or observed during the pre-construction surveys required as part of Mitigation Measures BIO-1 through BIO-4.

Response to Comment B-8. The commentor notes that CDFG's criteria for determining jurisdictional waters are more comprehensive than the MSHCP criteria and requests that a new jurisdictional delineation be conducted.. As stated in the Response to Comment B-4, the Draft EIR has already identified that the on-site ditch no longer accepts off-site water flows during storm events because off-site flows now are conveyed to a storm drain located in Grove View Road. The eastern section of Grove View Road between Perris Boulevard and Indian Street was constructed in 2007 while the

western section was constructed in 2009 as part of the two warehouse projects located across the street and north of the proposed project. The conditions observed in the 2009 jurisdictional delineation prepared by Ecological Sciences are still valid, and in fact, the lack of jurisdictional waters has become more obvious due to the lack of off-site water conveyance.

Response to Comment B-9. The commentor provides contact information regarding submittals for Section 1600 permit. Refer to Responses to Comments B-4 and B-9. The project contains no jurisdictional waters, a Section 1600 Streambed Alteration Agreement is not required, and this information is therefore not applicable.

Response to Comment B-10. Refer to Responses to Comments B-4, B-9, and B-10.

Response to Comment B-11. Refer to Responses to Comments B-4, B-9, and B-10.

RECEIVED
MAY 3 1 2012
CITY OF MORENO VALLEY
Planning Division

Gerald M. Budlong
24821 Metric Drive
Moreno Valley, CA 92557
May 31, 2012

Subject: Proposed VIP Moreno Valley Distribution Center DEIR

Jeff Bradshaw, Associate Planner
Moreno Valley Planning Division
14177 Frederick Street, Moreno Valley City Hall
Moreno Valley, CA 92553

Dear Mr. Bradshaw:

The proposed VIP Moreno Valley Distribution Center project is consistent with the present specific plan as well as the superseded Oleander Specific Plan of the Moreno Valley General Plan and the zoning ordinance. My opinion of this industrial site concerning prime farmland, remains the same since 1989. The land has been designated as industrial in the specific plans and the zoning ordinance. The land has not met the state definition of prime farmland for the last 20 years or more due to the lack of acreage remaining of the land designated prime farmland on the state map. Viable crops grown on prime farmland have not been commercially possible for quite some time. Much of the site is already developed into industrial uses. 1

My only concern of the subject DEIR is the omission of groundwater levels and associated adverse impacts such as liquefaction. Why are high groundwater levels and liquefaction issues missing from this EIR?

The environmental cleanup program, called the Installation Restoration Program (IRP),at March Field, incorporating the former March AFB and present March ARB, has monitored the groundwater levels on and off base since the start of this program in the late 1980s. The groundwater levels have been rising an average of one to two feet annually. To date local groundwater levels are as high as 10 feet or less from the ground surface. Projects such as the new MWD water pipeline parallel to I-215 and near the March Field Museum has undergone high groundwater conditions which has prevented completion of approximately 400 linear yards of the project. A new bidding process inviting contractors with expertise in high groundwater conditions was initiated. The Air Force is concerned that the high groundwater conditions may adversely impact foundations at the base. The Air Force is concerned about potential adverse impacts from liquefaction in the event of a future earthquake. It was reported at the April 2012 March Field IRP Board meeting, that underground cement utility vaults at the former DHL airfreight building was experiencing flooding. I inquired whether the flooding was caused by high groundwater conditions. Staff promised they will make inquiries and report back at the October IRP meeting. 2

Are the building foundations for the proposed project engineered for high groundwater level conditions and potential liquefaction events from major earthquakes? 3

Sincerely,

Gerald M. Budlong

2.8 RESPONSE TO LETTER C

Gerald M. Budlong

Response to Comment C-1. The City appreciates the comments provided on the proposed project regarding the project being consistent with the City's General Plan and zoning code as well as comments on prime farmland and the area not being viable for farming since 1989. The comments are part of the public record and will be forwarded to the City's decision makers for their consideration prior to approving the project and certifying the EIR.

Response to Comment C-2. Appendix B-6 of the Draft EIR contains the *Geotechnical Engineering Investigation Proposed Industrial Development Southwest Corner of Perris Boulevard and Grove View Road Moreno Valley, California (*NorCal Engineering, May 7, 2007) prepared for the proposed project. The geotechnical investigation consisted of forty (40) subsurface exploratory trenches by a backhoe to depths ranging 5-15 feet below current elevations. The report stated "no ground water was encountered in any of the trenches (page 2). This study indicated that the groundwater levels are greater than 100 feet below the surface and the site has a low potential for liquefaction (page 5). The Draft EIR also provided this information in Section 2.5.4 Geology and Soils, page 2-14 which states *"Liquefaction typically occurs in areas where groundwater is shallower than approximately 30 feet, and where there is the presence of loose, sandy soils. According to the City's General Plan, liquefaction is not considered to be a local hazard since groundwater levels in Moreno Valley are far below the surface.*[1] *The project's geotechnical analysis*[2] *indicates that the depth of groundwater within the project vicinity is in excess of 100 feet. The proposed project site is not located in an area identified as being prone to liquefaction. The potential for earthquake-induced liquefaction within the proposed project is considered very low.*[3] *Because liquefaction at the project site is considered to be very low, a less than significant impact related to liquefaction would occur."*

Response to Comment C-3. The proposed project will be built per the City's and State's building code requirements and those contained in the geotechnical study prepared for the proposed project. The building code includes provisions for seismic safety.

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1 *Chapter 6 Safety*, City of Moreno Valley General Plan, July 11, 2006.
2 *Geotechnical Engineering Investigation Proposed Industrial Development Southwest Corner of Perris Boulevard and Grove View Road Moreno Valley, California*, NorCal Engineering, March 7, 2007.
3 *Figure 5.6-2 Seismic Hazards*, Moreno Valley General Plan Final Program EIR, July 2006.

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June 1, 2012

VIA EMAIL

Jeff Bradshaw
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City of Moreno Valley, Planning Division
Community & Economic Development Dept.
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P.O. Box 88005
Moreno Valley, CA 92553
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RE: Moreno Valley Vogel Industrial Park (VIP) Draft Environmental Impact Report Comments

Greetings:

On behalf of the Sierra Club, Moreno Valley Group, and Residents for a Livable Moreno Valley, I hereby submit these comments on the Moreno Valley VIP Draft Environmental Impact Report (DEIR). (PA09-0004, PA09-0012, TPM No. 36162)

Project Summary:

The proposed development would result in the construction and operation of approximately 1,616,133 square feet of distribution warehouse uses on an approximately 71-acre site. The single building will be constructed with 264 vertical-lift dock-high roll up doors on the long (north and south) sides of the building to allow access for the loading and unloading of products from diesel truck/trailers. The building will include a total of approximately 44,000 square feet of business office space for the management of the warehouse. Parking at the warehouse will be provided for 368 trucks and trailers as well as 589 parking stalls for passenger vehicles in accordance with City standards for light industrial uses. See Figure 1.2. 1

The project is located approximately 1.3 miles east of I-215, 4.5 miles south of SR-60, and 1.75 miles west of Lake Perris. March Air Reserve Base is located approximately one half mile west of the project site. Residences are located to the west of the site.

General Comments:

The California Environmental Quality Act (CEQA) was adopted as a disclosure and transparency document. The theory is that by providing a document that adequately describes the environmental consequences of a project to decision makers and the public, the decision makers will make a rational decision based upon the true environmental consequences of the project and if they do not, the electorate can hold them accountable for their decisions. The core of this statutory structure is the adequacy of the document as an informational document. 2

Unfortunately, the Draft EIR for this Project fails as an informational document. The EIR misleads decision makers and the public as to the extent and severity of the Project's environmental impacts. On top of these inadequacies, the Draft EIR is almost constantly conclusory, and does not provide the analysis or examination required by CEQA to inform the public and decision makers of the analytical pathway taken from facts to conclusions. Moreover, the EIR evaluates only impacts to Agricultural and Forest Resources, Air Quality, Greenhouse Gas Emissions and Global Climate Change, Noise, and Traffic. The EIR determines, without basis in CEQA, to *not* evaluate in detail impacts which *are potentially significant* but which will be mitigated below a level of significance, including impacts to Biological Resources, Cultural Resources, Geology and Soils, and Hydrology and Water Quality. While effects determined not be significant need not be discussed in detail in the EIR, effects which may be significant must be evaluated, and then the mitigation measures or alternatives which would reduce or avoid that effect must be described. (Public Res. C. § 21002.1(a), (e); State CEQA Guidelines § 15128, 15126, 15123) The EIR fails as an informational document by failing to analyze and evaluate **all potentially significant environmental effects of the project,** relying instead on the cursory evaluation performed for the environmental assessment. By failing to provide information on the potentially significant effects of the project that can be mitigated below a level of significance, the EIR fails as an informational document. The findings are also not supported by substantial evidence in the record, but rather only by the baseless conclusions cited in the EIR. 3 4

CEQA also requires that where feasible mitigation exists which can substantially lessen the environmental impacts of a project, **all feasible mitigation** must be adopted. In this way CEQA goes beyond its informational role to require that projects substantively lessen their negative effects on the environment. It is critical to proper drafting of an EIR that all feasible mitigation measures be required of a project. This has not been done with this Project. For instance, the EIR fails to require *any* mitigation for the project's significant impacts to agricultural resources. Moreover, all mitigation measures required in the EIR must be fully enforceable and certain to occur. This Project fails to ensure that all feasible mitigation will occur with this Project and instead provides vague, uncertain, and unenforceable approximations of mitigation measures. 5 6

For instance, several "alternatives" listed in the EIR will not satisfy the actual mitigation required, while other mitigation measures merely require the incorporation of writings, not actions. 7

The Moreno Valley VIP project purports to be a "green project" that is environmentally forward thinking; this is simply not the case, and in fact, the Moreno Valley VIP industrial building will be the *least* green building constructed in Moreno Valley in the past 3 years. The EIR provides examples of typical green building features, but fails to require each of those features for this project. The project only requires LEED certification and does not explain why requiring a gold or platinum LEED certification is infeasible, despite having significant air quality and greenhouse gas impacts. 8

Correspondingly, while most of the project's environmental effects will be a result of its use as a distribution center and corresponding traffic and air quality impacts, not the effects of the warehouse building itself, little if any mitigation is required to reduce these impacts. Regarding traffic effects, the EIR relies heavily on TUMF and DIF programs and concludes that significant effects will be either immediately or promptly reduced by these programs. To the contrary, a significant amount of the streets impacted are not currently planned or funded for improvements, and given the underfunding of these programs are unlikely to see any improvement in the near term. The EIR accordingly understates the traffic and air quality impacts of the project and fails to require all feasible mitigation. 9 10

The EIR also fails to make adequate findings, based on substantial evidence, that the environmentally superior alternative is infeasible. In fact, the environmentally superior alternative satisfies most, if not all project objectives and significant reduces project impacts, particularly with regards to air quality in an area known to have some of the worst air quality in the nation. At the least, the environmentally superior alternative must be implemented in lieu of the project. 11

Further shortcomings of the EIR are detailed below.

Aesthetics

The finding of less than significant impact is not supported regarding lighting. The EIR acknowledges that the project will create a new source of substantial light, but fails to discuss this impact on nighttime views. 12

Agricultural Resources

The project will result in a significant and unmitigated individual and cumulative impact to agricultural resources by converting ***Prime Farmland, Unique Farmland, and Farmland of Statewide Importance***, to non-agricultural use; and would involve other changes in the existing environment which would result in the conversion of Farmland to non-agricultural use. 13

Specifically, the project site is entirely identified as Prime Farmland, Farmland of Statewide Importance, and Farmland of Local Importance. Loss of State Designated Farmland as a result of this project is a significant impact, and accounts for a substantial percent of farmland conversion for Riverside County. The project site's Land Evaluation and Site Assessment score further demonstrates a significant impact from the conversion of quality land and agricultural resources. 14

The EIR plays down the effect of development and operation of industrial uses in increasing development pressure on adjacent agricultural properties. The EIR does not disclose the predicted impacts on properties adjacent to the project site or along the truck routes used to access the project site, as well as city wide impacts. 15

No mitigation is required to reduce the significant adverse impacts of this project to agriculture. While the EIR identifies many mitigation measures that may be implemented, it fails to require any mitigation. The fact that the General Plan EIR found mitigation to be infeasible on a citywide scale does not mean that project level mitigation here is infeasible.

Mitigation measures identified by the CDC to reduce agricultural impacts include: 16

- The purchase of agricultural conservation easements;
- Transfer of development rights;
- Acquisition of farmland by the city or county;
- mitigation banking;
- the establishment of "urban limits," greenbelts, and buffers;
- the payment of in-lieu fees sufficient to a purchase and maintain farmland conservation easements;
- and planning tools such as clustering development, use of density bonuses, and limiting "leapfrog" development.

While the measures regarding planning have been determined to be infeasible by the City, ***the EIR does not provide evidence to support the finding of infeasibility with regard to the purchase or transfer of development rights, conservation easements, or donation of funds to assist in the preservation of agricultural lands.*** The conclusion of the EIR that these measures for mitigation of agricultural land are contrary to the City's vision and therefore not feasible is unsupported. The purchase of conservation easements must be required as mitigation barring evidence of infeasibility. The purchase of a permanent agricultural conservation easement of land of at least 2:1 of equal quality must be required to mitigate for impacts from the direct and growth inducing/cumulative loss of agricultural land by either the outright purchase of easements or donation of mitigation fees to a local, regional, or statewide organization that provides for acquisition and stewardship of agricultural conservation easements. Such mitigation is not found to be infeasible. 17

Air Quality

The project will result in significant and unavoidable impacts to air quality during construction and operation. 18

Several of the construction air quality impact "mitigation measures" are required by law, and therefore do not qualify as "mitigation." 19

Existing air quality in the project vicinity generally exceeds state and federal air quality standards for Ozone, Coarse Particulate Matter (PM10), Fine Particulate Matter (PM2.5) for the year. The nearest sensitive receptors to the project are rural residences located approximately 1,000ft north of the project site and 0.5 miles southwest of the project site. 20

The EIR fails to disclose all Moreno Valley General Plan Policies relevant to air pollutant emissions. Such omitted policies and objectives include:

- Ultimate Goal VII: achieve a community which "Emphasizes public health and safety…" 21
- Goal 6.1: "To achieve acceptable levels of protection from natural and man-made hazards to life, health, and property."
- Objective 7.5 "Encourage efficient use of energy resources."
- Policies 7.5.1; 7.5.2; 7.5.5 regarding energy efficiency.

The EIR finds that the project would, "add jobs resulting from the development of the industrial uses to the City, with the potential to minimize the VMT traveled within the project site and community." This potential may not be recognized and is unsupported by evidence in the record and are countered by recent projects within Moreno Valley. For instance, the Sketchers project nearby likewise promised job opportunities for local Moreno Valley workers. However, when all was said and done the facility resulted in a net job loss, and most employees were transferred from Ontario, increasing vehicle miles travelled. (*See, "Moreno Valley: Sketchers' warehouse has caused net job loss,"* The Press Enterprise, Jack Katzanek, February 1, 2012. < http://www.pe.com/business/business-headlines/20120201-moreno-valley-skechers-warehouse-has-caused-net-job-loss.ece>) 22

The project use will also be truck distribution; hence despite any local employment at the warehouse, the project will not minimize VMT and will not minimize air pollutant emissions consistent with the AQMP, but will instead drastically increase mobile source emissions. In fact, the focus of the AQMP is to attain PM 2.5 standards, which this project will specifically add to through the use of diesel trucks. (See AQMP 4-1.)The finding that the project is consistent with the AQMP is entirely unsupported. 23

Health Risks

The EIR finds that the project will have less than significant operational-acute health risk impacts on the basis that, "studies …have not provided sufficient information to establish a short-term non-cancer health risk guidance value for respiratory impacts." This ignores entirely the threshold of significance which asks "Would the proposed project expose sensitive receptors to substantial pollutant concentrations?" and does not necessarily require a health risk guidance value. 24

Operational-Chronic Health Risk Impacts are determined to be less than significant. It is unclear 25

from the EIR that levels at the sensitive receptors of Table 4.2.H were measured, as the EIR states, "Sensitive receptors were placed in a general grid extending in all directions to characterize the risk level surrounding the project site." In the immediate vicinity of the project site are residences, the Rancho Verde High School (one mile to the east of the project site), and El Potrero Elementary School (one mile to the northeast of the project). The EIR does not demonstrate that impacts at these and other locations were evaluated, particularly given the increased susceptibility of infants, children, and the elderly to health impacts from diesel PM. 25

Moreover, the HRA accounts only for the cancer risk and temporary respiratory impacts caused by this project. In addition to the risk of cancer, diesel PM is known to cause immune system effects; reproductive, developmental, and endocrine effects; nervous system effects; and lung health problems, as recognized by the County in the General Plan. Immune system effects include increased allergic inflammatory responses and suppression of infection fighting ability. Diesel PM has also been associated with reproductive effects such as decreased sperm production, changes in fetal development, low birth weight and other impacts. Diesel PM exposure may also cause impairment to the central nervous system. (*The Health Effects of Air Pollution on Children*, Michael T. Kleinman, Ph.D, Fall 2000, <http://aqmd.gov/forstudents/health_effects_on_children.html#WhyChildren>; *See also, Diesel and Health in America: the Lingering Threat*, Clean Air Task Force, February 2005, <http://www.catf.us/resources/publications/files/Diesel_Health_in_America.pdf>) 26

SCAQMD has stated with regards to the health effects from diesel PM:

> "Diesel particles consist mainly of elemental carbon and other carbon-containing compounds… Diesel particles are microscopic…Due to their minute size, diesel particles can penetrate deeply into the lung. There is evidence that once in the lung, diesel particles may stay there for a long time.
>
> In addition to particles, diesel exhaust contains several gaseous compounds including carbon monoxide, nitrogen oxides, sulfur dioxide and organic vapors, for example formaldehyde and 1,3-butadiene. Formaldehyde and 1,3-butadiene have been classified as toxic and hazardous air pollutants. Both have been shown to cause tumors in animal studies and there is evidence that exposure to high levels of 1,3-butadiene can cause cancer in humans…
>
> Diesel emissions may also be a problem for asthmatics. Some studies suggest that children with asthma who live near roadways with high amounts of diesel truck traffic have more asthma attacks and use more asthma medication.
>
> Some human volunteers, exposed to diesel exhaust in carefully controlled laboratory studies, reported symptoms such as eye and throat irritation, coughing, phlegm production, difficulty breathing, headache, lightheadedness, nausea and perception of unpleasant odors. Another laboratory study, in which volunteers were exposed to relatively high levels of diesel particles for about an hour, showed that such exposures could cause lung inflammation." (*The Health Effects of Air Pollution on Children, supra*; *See also, Mira Loma Commerce Center EIR No. 450, Air Quality, Section 4.*) 27

Furthermore, infants, children, and the elderly are more susceptible to diesel PM and its associated health impacts. Given this project's close proximity to two schools, the Rancho Verde High school (1 mile east) and El Potrero Elementary School (1 mile northeast) this increased susceptibility is extremely relevant. With regards to infants and children, increased susceptibility to TACs and diesel PM exists for a variety of reasons. Children are generally more active than adults, have higher respiration rates, and inhale more pollutants deeper into the lung. Children also have more lung surface area in proportion to their body size and inhale more air pound for pound when compared to adults, taking in 20 to 50 percent more air and associated air pollutants than adults. When compared to adults, children spend more active time outdoors in polluted air environments and exert themselves harder than adults when playing outside. Importantly, this exposure to high pollutant levels in children occurs while their lungs are still developing, and therefore has more severe impacts on this sensitive group. (*The Health Effects of Air Pollution on Children, supra.*) 28

This increased susceptibility to air pollutant emissions for children has resulted in the California EPA Office of Environmental Health Hazard Assessment ("OEHHA") weighting cancer risk by a factor of 10 for exposures to carcinogens from birth to two years old, and by a factor of 3 for exposures from 2 years old to 15 years old. (*Technical Support Document for Cancer Potency Factors: Methodologies for derivation, listing of available values, and adjustments to allow for early life stage exposures*, California EPA OEHHA Air Toxicology and Epidemiology Branch, April 2009, p. 3. <http://www.oehha.ca.gov/air/hot_spots/pdf/TSDCPFApril_09.pdf.>) It is unclear that these increased risks were accounted for in the EIR. Additionally, recent studies conducted by SCAQMD's Brain and Lung Tumor and Air Pollution Foundation have found a specific connection between exposure to diesel PM and brain cancer in children. (Annual Meeting of the Brain & Lung Tumor and Air Pollution Foundation, April 2, 2010, <http://www.aqmd.gov/hb/2010/April/100425a.htm>) 29

In addition to an increased risk of cancer, the effects of diesel PM on children include slowed lung function and growth, increased emergency room visits, increased incidences of asthma and bronchitis, crib death, asthma respiratory infections, allergic symptoms, and asthma hospitalizations. (*Diesel and Health in America: the Lingering Threat*, *supra.*)

This project will contribute to an already dire TAC situation in Riverside County. The Riverside County Planning Commission recently considered GPA 1096, an amendment to the General Plan to add a Healthy Communities Element which seeks to reduce hazardous air quality impacts to environmental and human health. The Healthy Communities Element of the General Plan was approved in view of the following significant health impacts resulting from already poor air quality in Riverside County: 30

- ***Asthma-Related Hospitalizations***: In 2005, the greatest percentage of asthma-related hospitalizations were among those under age 18 (38%) followed by those over 65 (19%). Blacks experienced the greatest rate of hospitalizations in 2005 at 225.7 per 100,000 population, versus 99.5 and 81.2 for Hispanics and whites, respectively. 31
- ***Risk of Cancer from Diesel Soot and Other Toxic Air Pollutants: Whereas the regional risk of cancer from diesel soot and other toxic air pollutants dropped by 8 percent between 1998 and 2005, the cancer risk in Riverside County increased by 2 percent.*** 32

- Poor air quality costs Riverside and San Bernardino around ***$6.3 billion annually*** in health care expenses.
- 19% of private schools, 11% of public schools, an 21% of licensed child care centers in Riverside County are located within a quarter (1/4) mile of a major highway.
- Around 350,000 Riverside County residents live within a half (1/2) mile of a major highway, including about 40,000 children under age 5.
- Five schools in Riverside County rank in the 10th percentile for air quality, meaning that 90 percent of the schools in the country had better air. Twenty-five schools ranked in the 50th percentile or below. 32

Recognizing these present and unacceptable consequences of air pollution to the health of Riverside's residents, particularly children and the elderly, the County General Plan and recently approved Healthy Communities Element have adopted General Plan policies pertinent to this project.

Construction Impacts

The EIR erroneously categorizes construction impacts as "Construction Equipment Exhaust Emissions." While some construction air quality impacts arise from construction equipment exhaust, other emissions exceed the threshold of significance from architectural coatings (ROG), paving, and fugitive dust during site preparation and grading, including the importations of 220,000cy of soil (NOx and PM10). 33

Table 4.2.1 relies on construction phasing not required of the project. For example, paving will result in 3434lbs/day of NOX emissions, 34 times the SCAQMD threshold. However, the EIR finds that, on a "Peak Day," NOX emissions will be only 390 lbs/day. This reduction is unsupported. Also, paving emissions for ROG are unclear (5.95.9?), but divide into 90 lbs/day on a peak day. Hence, while the EIR correctly finds that construction air quality impacts are significant and require mitigation, it fails to disclose the severity of that impact. Additional mitigation measures are also feasible to further reduce construction air quality emissions including the following:

1. Gravel pads must be installed at all access points to prevent tracking of mud onto public roads.
2. Install and maintain trackout control devices in effective condition at all access points where paved and unpaved access or travel routes intersect (eg. Install wheel shakers, wheel washers, and limit site access.) 34
3. All roadways, driveways, sidewalks, etc., should be completed as soon as possible. In addition, building pads should be laid as soon as possible after grading unless seeding or soil binders are used.
4. Pave all construction roads.
5. Pave all construction access roads at least 100 feet on to the site from the main road.
6. Limit fugitive dust sources to 20 percent opacity.
7. Require a dust control plan for earthmoving operations.
8. When materials are transported off-site, all material shall be covered, effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of

the container shall be maintained.

9. All streets shall be swept at least once a day using SCAQMD Rule 1186 certified street sweepers utilizing reclaimed water trucks if visible soil materials are carried to adjacent streets.
10. The contractor or builder shall designate a person or persons to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust offsite.
11. Post a publicly visible sign with the telephone number and person to contact regarding dust complaints. This person shall respond and take corrective action within 24 hours.
12. Extend grading period sufficiently to reduce air quality impacts below a level of significance.
13. The simultaneous disturbance of the site shall be limited to five acres per day.
14. Any vegetative cover to be utilized onsite shall be planted as soon as possible to reduce the disturbed area subject to wind erosion. Irrigation systems required for these plants shall be installed as soon as possible to maintain good ground cover and to minimize wind erosion of the soil.
15. Any on-site stockpiles of debris, dirt or other dusty material shall be covered or watered three times daily.
16. Any site access points within 30 minutes of any visible dirt deposition on any public roadway shall be swept or washed.
17. A high wind response plan shall be formulated for enhanced dust control if winds are forecast to exceed 25 mph in any upcoming 24-hour period. 34
18. Implement activity management techniques including a) development of a comprehensive construction management plan designed to minimize the number of large construction equipment operating during any given time period; b) scheduling of construction truck trips during non-peak hours to reduce peak hour emissions; c) limitation of the length of construction work-day period; and d) phasing of construction activities.*
19. Develop a trip reduction plan to achieve a 1.5 AVR for construction employees
20. Require high pressure injectors on diesel construction equipment.*
21. Restrict truck operation to "clean" trucks, such as a 2007 or newer model year or 2010 compliant vehicles.*
22. Require the use of CARB certified particulate traps that meet level 3 requirements on all construction equipment.*
23. Utilize only CARB certified equipment for construction activities.*
24. The developer shall require all contractors to turn off all construction equipment and delivery vehicles when not in use and/or idling in excess of 3 minutes.*
25. Restrict engine size of construction equipment to the minimum practical size.*
26. Use electric construction equipment where technically feasible.*
27. Substitute gasoline-powered for diesel-powered construction equipment.*
28. Require use of alternatively fueled construction equipment, using, e.g., compressed natural gas, liquefied natural gas, propane, or biodiesel.*
29. Use methanol-fueled pile drivers.*
30. Install catalytic converters on gasoline-powered equipment.*
31. Require the use of Alternative Diesel Fuels on diesel equipment used. Alternative diesel fuels exist that achieve PM10 and NOx reductions. PuriNOx is an alternative diesel

formulation that was verified by CARB on January 31, 2001 as achieving a 14% reduction in NOx and a 63% reduction in PM10 compared to CARB diesel. It can be used in any direct-injection, heavy-duty compression ignition engine and is compatible with existing engines and existing storage, distribution, and vehicle fueling facilities. Operational experience indicates little or no difference in performance and startup time, no discernable operational differences, no increased engine noise, and significantly reduced visible smoke.

32. Electrical powered equipment shall be utilized in-lieu of gasoline-powered engines where technically feasible.*
33. All forklifts shall be electric or natural gas powered.*
34. Suspend use of all construction equipment operations during second stage smog alerts.*
35. Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow.*
36. Provide dedicated turn lanes for movement of construction trucks and equipment on- and off-site.*
37. Reroute construction trucks away from congested streets and sensitive receptor areas.*
38. Configure construction parking to minimize traffic interference.*
39. Prior to the issuance of a grading and building permit, the applicant shall submit verification that a ridesharing program for the construction crew has been encouraged and will be supported by the contractor via incentives or other inducements.*
40. Minimize construction worker trips by requiring carpooling and providing for lunch onsite. *
41. Provide shuttle service to food service establishments/commercial areas for the construction crew.*
42. Provide shuttle service to transit stations/multimodal centers for the construction crew.*
43. Require the use of Zero-VOC paints, coatings, and solvents.

(* Would reduce impacts to GHGs as well) 34

Mitigation measure (MM) 4.2.6.1B is uncertain and vague, requiring that contractors "utilize power sources…" This should be amended to read that contractors shall utilize electricity from power poles rather than temporary diesel or gasoline power generators. It is further unclear what is considered to be a "clean-fuel." 35

MM 4.2.6.1C requires that, during construction, contractors utilize Tier II equipment. This measure does not go far enough. At least Tier III equipment is feasible and must be required where such equipment is available. 36

MM 4.2.6.1K does not require any mitigation, only that "construction specifications and bid documents" include "notations." This language must specify that: "the following mitigation shall be required to be implanted and, to ensure implementation, included in grading plans, construction specifications, and bid documents…" Several of the mitigation measures recommended above are included in this section but are not required of the project due to this language. 37

MM 4.2.6.3A does not go far enough. The EIR does not demonstrate that implementation of all of the design features mentioned would be infeasible. Each of these measures must be required. 38

Furthermore, it is misleading. Title 24 deals with building energy efficiency, so SmartWay partnerships and other mitigation measures concerning mobile emissions and vehicle standards will not be required to be implemented. ***As most of this project's operational emissions will be derived from mobile sources, and no mitigation measures pertain to reducing these emissions, the mitigation required of this project does not incorporate all feasible mitigation***. The measures under the bullet "Lease purchase documents shall identify that tenants are encouraged to promote the following" should simply be *required* mitigation for the project unless shown to be infeasible. 39

Operational Emissions 40

Impact 4.2.6.3 is unclear.

The Operational Emissions generated by this project are substantial. For instance, the project's NOX emissions will be 990 lbs/day, 18 times the threshold of significance of a 55lb/day increase; CO emissions will well exceed the threshold of significance at 830 lbs/day, one and a half times the threshold of significance of 550; ROG emissions of 143 lbs/day are 2.6 times the 55 lb threshold, and PM10 well exceeds the 150lbs/day threshold at 170lbs/day. (Note: the rounding of emissions downward where such totals are, for instance, 990.93 for NOx, but this number is rounded down to 990, fails to disseminate the *maximum* daily emissions caused by this project.) 41

The mitigation measures adopted to reduce operational emissions fail to reduce mobile emissions, by far the main source of this project's operational emission. (*See,* Table 4.2.K) The project's non-mobile source operational emissions are essentially limited to ROG emissions, yet the mitigation measures focus on the energy efficiency of the building. (e.g. MM 4.2.6.3A) 42

MM 4.2.6.3A does not go far enough and is misleading. All this mitigation measure requires is that the project's building energy efficiency exceed Title 24 by 20 percent. This mitigation does not in any way require the implementation of each of the alternatives listed below. Moreover, as Title 24 deals with building energy efficiency, SmartWay partnerships and other mitigation measures concerning mobile emissions and vehicle standards **will not be required to be implemented in order to satisfy the actual requirement of this mitigation**. The listing of alternatives to satisfy this mitigation measure is misleading and causes the EIR to fail as an informational document. 43

The EIR does not demonstrate that requiring that the project implement each of the alternatives listed at MM 4.2.6.3A is infeasible. Each of these alternatives must be required of the project. 44

With regards to operational mobile source emissions, most of this project's operational emissions will be derived from mobile sources, and no mitigation measures directly pertain to reducing these emissions. ***The mitigation required of this project to reduce operational air quality impacts does not incorporate all feasible mitigation*** as it fails to require the mitigation listed at MM 4.2.6.3A under the bullet "Lease purchase documents shall identify that tenants are encouraged to promote the following" yet does not find such mitigation to be infeasible. These measures must simply be *required* mitigation for the project as these measures will actually 45

reduce the project's mobile source operational emissions. Likewise, as discussed above, each of the other alternatives listed at MM4.2.6.3 is feasible and must be required of this project.

The following mitigation measures are feasible and must be required of this project:

1. The operator of the primary facilities shall become SmartWay Partner.*
2. The Project shall meet SmartWay 1.25 ratings.*
3. The project shall use only freight companies that meet SmartWay 1.25 ratings.*
4. (ALTERNATIVELY from 2,3 above) The operator of the primary facilities shall incorporate requirements or incentives sufficient to achieve at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 90% of all long haul trips carried by SmartWay 1.0 or greater carriers. Results, including backup data shall be reported to the Planning Department semi-annually.*
5. The operator of the primary facilities shall incorporate requirements or incentives sufficient to achieve a 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidator trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers. Results, including backup data shall be reported to the Planning Department semi-annually.*
6. All fleet vehicles shall conform to 2010 air quality standards or better. Results, including backup data shall be reported to the Planning Department semi-annually.*
7. All spaces utilizing refrigerated storage, including restaurants and food or beverage stores, shall provide an electrical hookup for refrigeration units on delivery trucks. Trucks incapable of utilizing the electrical hookup for powering refrigeration units shall be prohibited from accessing the site. All leasing documents shall include these requirements and provide that violation of those provisions will constitute a material breach of the lease that will result in the termination of the lease. Because of the fact that these terms of the lease are designed to benefit the public, the public shall be considered to be a third party beneficiary with standing to enforce the requirements of the lease.* 45
8. Install catalytic converters on gasoline-powered equipment.*
9. Where diesel powered vehicles are necessary, require the use of alternative diesel fuels. Alternative diesel fuels exist that achieve PM10 and NOx reductions. PuriNOx is an alternative diesel formulation that was verified by CARB on January 31, 2001 as achieving a 14% reduction in NOx and a 63% reduction in PM10 compared to CARB diesel. It can be used in any direct-injection, heavy-duty compression ignition engine and is compatible with existing engines and existing storage, distribution, and vehicle fueling facilities. Operational experience indicates little or no difference in performance and startup time, no discernable operational differences, no increased engine noise, and significantly reduced visible smoke.
10. Electrical powered equipment should be utilized in-lieu of gasoline-powered engines where technically feasible.*
11. Utilize electrical equipment for landscape maintenance.*
12. All forklifts shall be electric or natural gas powered.*
13. Utilize electric yard trucks.*
14. Prohibit idling of trucks for periods exceeding three minutes.*

15. Provide electrical vehicle ("EV") and compressed natural gas ("CNG") vehicles in vehicle fleets.*
16. Charge reduced or no parking fee for EVs and CNG vehicles.*
17. Install EV charging facilities for a minimum of 10% of all parking spaces.*
18. Install a CNG fueling facility.*
19. Provide preferential parking locations for EVs and CNG vehicles.*
20. Implement parking fee for single-occupancy vehicle commuters.*
21. Plant shade trees in parking lots to provide minimum 50% cover to reduce evaporative emissions from parked vehicles.*
22. Plant at least 50 percent low-ozone forming potential (Low-OFP) trees and shrubs, preferably native, drought-resistant species, to meet city/county landscaping requirements.*
23. Plant Low-OFP, native, drought-resistant, tree and shrub species, 20% in excess of that already required by city or county ordinance. Consider roadside, sidewalk, and driveway shading.*
24. Orient 75 percent or more of homes and buildings to face either north or south (within 30 degrees of N/S) and plant trees and shrubs that shed their leaves in winter nearer to these structures to maximize shade to the building during the summer and allow sunlight to strike the building during the winter months.*
25. Provide grass paving, tree shading, or reflective surface for unshaded parking lot areas, driveways, or fire lanes that reduce standard black asphalt paving by 10% or more.*
26. Electrical outlets shall be installed on the exterior walls of all residential and commercial buildings (and perhaps parking lots) to promote the use of electric landscape maintenance equipment.* 45
27. Prohibit gas powered landscape maintenance equipment within residential, commercial, and mixed-use developments. Require landscape maintenance companies to use battery powered or electric equipment **or** contract only with commercial landscapers who operate with equipment that complies with the most recent California Air Resources Board certification standards, or standards adopted no more than three years prior to date of use or any combination of these two themes.*
28. Provide a complimentary cordless electric lawnmower to each residential buyer.
29. Implement parking cash-out program for non-driving employees.*
30. Require each user to establish a carpool/vanpool program.*
31. Create a car sharing program within the planned community.*
32. Create a light vehicle network, such as a neighborhood electric vehicle (NEV) system.*
33. Provide preferential parking for carpool/vanpool vehicles.*
34. Provide subsidies or incentives to employees who use public transit or carpooling, including preferential parking.*
35. Provide secure, weather-protected bicycle parking for employees.*
36. Provide direct, safe, attractive pedestrian access from project to transit stops and adjacent development.*
37. Provide direct safe, direct bicycle access to adjacent bicycle routes.*
38. Provide showers and lockers for employees bicycling or walking to work.*
39. Short-term bicycle parking for retail customers and other non-commute trips.*
40. Connect bicycle lanes/paths to city-wide network.*
41. Design and locate buildings to facilitate transit access, e.g., locate building entrances near

transit stops, eliminate building setbacks, etc.*

42. Construct transit facilities such as bus turnouts/bus bulbs, benches, shelters, etc.*
43. Provide a display case or kiosk displaying transportation information in a prominent area accessible to employees or residents.
44. Provide shuttle service to food service establishments/commercial areas.*
45. Provide shuttle service to transit stations/multimodal centers.*
46. Provide on-site child care or contribute to off-site child care within walking distance.*
47. Implement a compressed workweek schedule.*
48. Implement home-based telecommunicating program, alternate work schedules, and satellite work centers.*
49. All buildings shall be constructed to LEED Platinum standards.* 45
50. Design buildings for passive heating and cooling and natural light, including building orientation, proper orientation and placement of windows, overhangs, skylights, etc.*
51. Construct photovoltaic solar or alternative renewable energy sources sufficient to provide 100% of all electrical usage for the entire Project.*
52. Install an ozone destruction catalyst on all air conditioning systems.*
53. Construct renewable energy sources sufficient to offset the equivalent of 100% of all greenhouse gas emissions from mobile sources (internal combustion engines) for the entire Project. *
54. Purchase only green/ renewable power from the electric company.*
55. Install solar water heating systems to generate all hot water requirements.*

Cumulative Impacts

The finding of less than significant short-term cumulative impacts is unsupported by evidence in the record. The EIR finds that project individual construction emissions will be significant, and that other projects construction simultaneously will result in short term pollutant impacts. However, the EIR then states that because each project will have to comply with SCAQMD measures such cumulative impact is less than significant. This conclusion is unsupported by the EIR or any reasoning. In fact, here compliance with SCAQMD measures did not reduce short-term air quality impacts below a level of significance, and the presumption that it would for other area projects and the cumulative impact is completely unsupported by any evidence. 46

The project will result in significant and unmitigated cumulative operational impacts, yet not all feasible mitigation was adopted to reduce this impact. As discussed above, additional mitigation measures must be implemented to reduce operational impacts.

Biological Resources

The EIR finds that impacts to biological resources will be less than significant with mitigation based on outdated and limited surveys. The EIR therefore fails as an informational document. 47

Cultural Resources

The EIR finds that impacts to cultural resources would be less than significant with mitigation with regards to paleontological resource or unique geologic feature. The project site has a "high 48

potential to contain significant fossil resources due to the presence of early to middle Pleistocene alluvial fan deposits." The finding of less than significant impacts with mitigation is unsupported as the mitigation required for this potentially significant impact is deficient and fails to incorporate all feasible mitigation. 48

First, MM Cul-1 provides for discontinuing monitoring if "the paleontologist(s) do not find evidence for Pleistocene-era deposits once the maximum excavation depth is reached." This mitigation measure is impermissibly vague as it fails to state what portion of the site must be excavated to maximum depth before this determination of "no evidence" is made. 49

Second, a qualified paleontological monitor may only "salvage fossils" or temporarily halt or divert equipment to remove large specimens while avoiding construction delays. This salvage of fossils fails to account for the potential importance associated with the placement of those fossils across the site or any study or documentation of the specimens at the site. The salvaging will also likely result in the loss of many paleontological resources as the purpose of the mitigation is demonstrated by this method to be, primarily, to "avoid construction delays" and not to avoid damaging paleontological resources. 50

MM Cul-1 also uses the qualification: "If too few fossil remains are found…"; this is impermissibly vague. There is no quantification of "too few" or objective way to determine whether this has occurred. 51

Overall, the mitigation required for archaeological resources fails to reduce impacts below a level of significance through vagueness and inherent deficiencies. Salvaging fossils also fails to further Objective 7.6 of the General Plan to "Identify and preserve Moreno Valley's unique historical and archaeological resources for future generations." The mitigation and potential impacts conflict with Policy 7.6.1 and 7.6.2 will not ensure that the archaeological resources are preserved or mitigated. It is also unclear from the EIR whether Conservation Element Programs, General Plan 9.7.3, program 7-6 has been incorporated where such program requires: "In areas where archaeological or paleontological resources are known or reasonably expected to exist, based upon the citywide survey conducted by the UCR Archaeological Research Unit, incorporate the recommendations and determinations of that report to reduce potential impacts to levels of insignificance." The EIR therefore fails to require all feasible mitigation, ensure enforceable mitigation, and fails as an informational document. 52

Geology and Soils

The project will require excavation, fill, and recompaction. The project description states that approximately 220,000 cubic yards of additional fill will be required. It is unclear whether the EIR considered impacts from the import of fill, such as traffic and air quality impacts from truck trips to and from the project site to the fill import site, an unknown location at this time. Some 80,000 cy of fill has already been imported to the site, yet the impacts from this fill dirt have 53

been segregated from the remainder for the project. Again, project impacts have been underestimated and improperly segmented. 53

The project is also located on a geologic unit or soil that is unstable as soil shrinkage and expansion may occur. The mitigation for expansive soils, MM Geo-2 is deferred and vague. Specifically, such mitigation requires that the project proponent "inform" engineers, architects, owner, maintenance personnel, and other interested parties of the Expansive Soil Guidelines provided in the geotechnical analysis and that such guidelines "shall be reviewed and considered." The guidelines must be required of the project in order for such mitigation to certain and enforceable. 54

GHGs

The EIR finds that the project is consistent with GHG plans, policies, and regulations. The reasoning behind several of these findings is unsupported. For instance with regards to transportation, as discussed above, the project is unlikely does not reduce VMT. 55

Compliance with GHG reduction strategies is also unsupported. For instance, the EIR fails to delineate how an energy efficient building features support achieving a 33 percent renewable energy mix statewide, unless the building will be reliant on renewable energy. Similarly, the EIR fails to show how the project is compliant with engine efficiency measures where the project does not require the use of fuel efficient trucks. 56

There is no GHG reduction plan as part of the City of Moreno Valley's General Plan, hence Tier 2 SCAQMD criteria are improperly applied. Tier 2 criteria is intended for a plan that may be part of a local general plan, for example. Comparing the impacts from this project to statewide emissions in order to find such emissions to be less than significant is improper.

Tier 3 is more properly applied to the industrial project at hand. The screening level for Tier 3 per the December 5, 2008 the SCAQMD Governing Board adoption of interim GHG significance thresholds is less than 10,000 MTCO2eq/yr. CARB's threshold for the same is less than 7,000MTCO2eq/yr and meets construction and transportation performance standards. Applying these interim thresholds to this project, the project is far in exceedence with emissions in the range of 44,000 MTCO2eq/yr. The finding that the project will have a less than significant individual impact on GHGs and climate change is unsupported in light of the interim numerical thresholds established for industrial projects by SCAQMD and ARB, and these omissions cause the EIR to fail as an informational document. Notably, the GHG appendix E delineates these standards at page 22 (from 2010), but they are neither applied nor mentioned in the EIR. 57

The mitigation measure requiring the devising of a comprehensive water conservation strategy is vague and defers mitigation. There is no requirement that the alternatives listed be incorporated 58

or that the conservation strategy meet any performance standards. 58

Mitigation measure 4.3.6.1A is not mitigation, but a requirement of the California Code of Regulations. 59

Notwithstanding the above deficiencies, the EIR finds cumulative GHG impacts of the project to be significant and unavoidable. 60

Hazards and HazMat

The EIR finds, based on no substantial evidence, that this impact is less than significant. The EIR explains that "potentially hazardous materials…may be used and/or stored on site during the construction and/or occupancy of the proposed industrial facilities." As the tenant of the proposed industrial building is unknown, this impact should be considered potentially significant. Compliance with applicable laws does not necessarily reduce this impact below a level of significance. 61

Hydrology and Water Quality

The project will have a significant impact to water quality which will be mitigated below a level of significance, yet the EIR fails to undertake an evaluation of this impact beyond the cursory review done for the Environmental Assessment. 62

The project will alter the existing drainage onsite. Mitigation Measure Hyd-05 improperly defers mitigation as the EIR fails to provide any reason why the grading plan and/or drainage report cannot be presently prepared but, instead, must be deferred. Deferred mitigation is only permissible where, for practical reasons, it is not feasible to prescribe specific mitigation measures in the EIR. (*Communities for a Better Environment v. City of Richmond* (2010) 184 Cal.App.4th 70, 94.) This caveat is not demonstrated here, and a grading plan and drainage report must be contemporaneously prepared for the EIR. 63

Land Use

The project will conflict with an applicable habitat conservation plan or natural community conservation plan. It is unclear how MM Bio-1 through MM Bio-4 will reduce this impact below a level of significance. The EIR thereby fails as an informational document and impacts to land use should be considered significant and unmitigated. 64

Noise

The EIR arbitrarily creates a threshold for significance for noise of a 3dbA increase, stating that only this level of increase is considered potentially significant and that a 3 dbA change is used as a threshold of significance. This 3dbA change is ***not*** a threshold of significance adopted by the City of Moreno Valley. (Guidelines § 15064.7) Furthermore, the statement that only audible 65

changes in existing ambient or background noise levels are considered potentially significant is unsupported except by further conclusory statements. 65

The EIR also relies on the City's Municipal Code with regards to prohibited acts and noise disturbances. These figures too are not a threshold of significance and are not noise standards adopted by the City. Rather, they represent punishable acts and violations of the law. Exemptions from sound regulations likewise refer to punishable sound violations and not noise standards adopted by the City. 66

The noise standards adopted by the City are described in the General Plan, Section 6.4, which states that acceptable residential exterior noise standards are within 60-65 CNEL, and interior at 45 dbA CNEL. The City's municipal code sets limits for a noise disturbance as well at the limits of Table 4.4.F, at Residential 60 dBA daytime, 55 dBA nighttime; Commercial 65 dBA daytime, 60dBA nighttime. 67

The EIR states that the noise analysis was done using "the soft site propagation for noise" on the basis that the ground is not pavement in the project vicinity. However, the site itself will be paved, in addition to the roads that vehicles will travel to and from the site. Other uses surrounding the site are also paved and include industrial/warehouse uses to the north, industrial/warehouse and undeveloped property to the south, industrial/warehouse and a self-storage facility to the east, and warehouses, vehicle storage, residences, and undeveloped property to the west. While these uses are interspersed with vacant uses, agricultural and undeveloped land in the project vicinity is zoned for development and will be hastened towards that end through the development of this project and surrounding areas. Overall, the use of soft site analysis is unsupported by the EIR, and noise levels are likely to be much higher than those predicted by the EIR. 68

The noise study relies on a standard vehicle mix to determine traffic noise. This is unsupported given the locale and proposed project use as a distribution facility. 69

The EIR find that the project will increase traffic noise at 5 study roadway segments where four of these segments already exceed the level of significance for noise. This must be considered a significant impact as the project will result in an increase in ambient noise and such noise levels are and will be unacceptable at off-site land uses. 70

The project will also cause exposure and generation of noise levels in excess of General Plan and Municipal Code standards for construction and operation noise. The EIR wrongly looks at noise impacts at the nearest residence, where the proper measure is to look at noise generation at the property line. 71

The EIR concludes that loading and unloading will be "intermittent" and therefore less than significant. However, the warehouse will be a distribution warehouse, with trucks coming and 72

going, loading and unloading throughout the day. Accordingly, as noise levels will be 75 dBA at 50 feet, the noise impact is significant. 72

The EIR finds long-term traffic and operational noise impacts to be less than significant. However, the entire discussion in the EIR regarding noise is very conclusory and fails to provide any sources for the figures relied upon. 73

The Construction noise analysis is fatally flawed, as the source for typical construction equipment noise is quite outdated, from 1987. It is impossible that construction noise sources from 1987 have not been altered in 25 years. The EIR fails as an informational document by failing to rely on contemporary studies and data. The noise exposure during construction will be much greater than predicted by the EIR. (*See,* attached "Construction Noise Handbook," Chapters 3, 4, and 9, Federal Highway Administration, August 2006, <http://www.fhwa.dot.gov/environment/noise/construction_noise/handbook/index.cfm>; and" Construction Noise: Exposure, Effects, and the Potential for Remediation; A Review and Analysis," Electronic Library of Construction Occupational Safety and Health, November/December 2002.) Nonetheless, the EIR concludes that noise levels during construction will be up to 91 dBA at 50 feet. 74

The project will have a significant impact from construction noise that is said to be mitigated below a level of significance. However, as discussed above, such mitigation may not be sufficient after analysis based on contemporary studies. Furthermore, the EIR relies on noise occurring between the hours required by the City. This is not mitigation but the law. 75

As it is uncertain that mitigation will reduce project impacts below a level of significance, the following additional mitigation must be required of the project: 76

1. Temporary noise barriers must be installed during project construction.
2. Where technically feasible, utilize only electrical construction equipment
3. During construction, the developer shall require that all contractors turn off all construction equipment and delivery vehicles when not in use and prohibit idling in excess of 3 minutes.
4. Provide a "windows closed" condition requiring a means of mechanical ventilation (e.g. air conditioning) for all buildings.
5. Provide upgraded windows with a minimum Sound Transmission Class (STC) rating of 34 for all buildings, and/or require the installation of double-paned windows.
6. Keep new transportation facilities away from vibration sensitive areas.
7. When dealing with existing transportation facilities, obvious vibration causes, such as pot holes, pavement cracks, differential settlement in bridge approaches or individual pavement slabs, etc., may be eliminated by resurfacing.
8. Require the use of rubberized asphalt for construction of all roadways and parking areas.
9. Maintain quality pavement conditions that are free of bumps, pot holes, pavement cracks, differential settlement in bridge approaches or individual pavement slabs, etc.
10. Require resurfacing of roads.

11. Ban heavy trucks near vibration sensitive uses.
12. Use alternate construction methods and tools to reduce construction vibrations. Examples are predrilling of pile holes, avoiding cracking and seating methods for resurfacing concrete pavements near vibration sensitive areas, using rubber tired as opposed to tracked vehicles, placing haul roads away from vibration sensitive areas. 76
13. Scheduling construction activities (particularly pile driving) for times when it does not interfere with vibration sensitive operations (e.g. night time).

Mitigation Measure 4.9.6.1D does not mitigate for noise impacts during construction hours. 77

Cumulative noise impacts were found to be "No Impact." This conclusion is unsupported. The discussion of cumulative traffic noise impacts is unsupported. 78

Transportation

Traffic counts from the project are low given the project's 264 dock doors, parking for 368 trucks and trailers, and parking for 589 passenger vehicles. 79

The EIR fails to study many intersections that will be impacted by the project, particularly along Harley Knox Boulevard en route to I-215. Also, no freeway connection to the north was evaluated at Cactus, and no evaluation of impacts to the south to the Ramona Expressway was conducted. The EIR fails as an informational document by failing to study impacts to these intersections. The EIR also fails to look at future traffic impacts. 80

The EIR attempts to minimize the project's significant and unmitigated traffic impacts by segregating impacts to existing versus 2013 and local intersections and roadways versus freeway segments. 81

The project will result in significant and unmitigated cumulative traffic impacts, resulting in less 10 intersections and 4 roadway segments operating as below the City's LOS standard. Additionally, 3 freeway segments and ramp merge/diverge areas would operate at unsatisfactory levels of service. Despite these impacts, the project does not require any additional mitigation at these intersections or roadways beyond contribution to the DIF and TUMF. 82

The EIR finds that impacts to intersections and roadway segments within the DIF and TUMF programs will be reduced below a level of significance despite the fact that many of these improvements are not yet funded and will likely not be funded for some time. Mitigation is therefore uncertain and deferred. It appears that the only improvement currently planned is widening of Perris Boulevard, to be completed in May 2013. Nonetheless, the EIR finds that impacts based on Opening year 2013 plus project will be mitigated to less than significant at all significantly impacted roadway segments and intersections other than the I-215 segments and ramps. The fact that an improvement is part of the DIF or TUMF program does not ensure that it will soon be planned or funded, and surely does not ensure that it will be planned, funded, and 83

built by 2013 to reduce impacts to less than significant. 83

In fact, the roadways reliant on TUMF funds are not presently scheduled for improvement nor are the improvements funded. (*See, e.g., 2011 Annual Report, Transportation Uniform Mitigation Fee Program,* Western Riverside Council of Governments, "Five Year Transportation Improvement Program," <http://www.wrcog.cog.ca.us/downloads/AnnualReport_for_web.pdf>, p.39, *See, also,* <http://www.wrcog.cog.ca.us/downloads/2012CentralZoneTIP020612.pdf> [detailing funded expenditures in the Central Zone]) Furthermore, TUMF improvements can take up to 9 years to become a reality from a local jurisdiction developing a project to completion of construction. (*2011 Annual Report, Transportation Uniform Mitigation Fee Program, supra,* p.7) Project prioritization, programming, and allocation of funds may also be a barrier to improvements on the roadways impacted by this project. (*2011 Annual Report, Transportation Uniform Mitigation Fee Program, supra,* p.10) The EIR's conclusion that project transportation impacts on local roadways and intersections is less than significant after mitigation is simply not supported by evidence and the realities of these fair share programs. 84

With regards to DIF funding, the EIR even states that, "As part of its Capital Improvement program, the City determines the timing of necessary roadway improvements based on periodic review of citywide traffic counts, traffic trends, and a review of traffic accidents." The finding of less than significant impact after mitigation at these impacted intersections and roadway segments is therefore unsupported as such reduction to a level below significance may not occur in the short-term, long-term, or ever if these roadways are not given priority. 85

Mitigation requiring direct funding and completion of improvements at impacted roadways and intersections must be required of the project unless demonstrated to be infeasible. As the project currently stands, not all feasible mitigation has been required of this project to reduce traffic related impacts below a level of significance, and mitigation is uncertain and deferred. 86

Consistency with Local and Regional Plans

The EIR finds that the project is consistent with the SCAQMD AQMP, however the EIR previously found that the project failed to meet SCAQMD's requirements with regard to air quality control for mobile sources and construction emissions. 87

Consistency with the Transportation chapter of the 2008 RCP is unsupported. The statement that the proposed project will "limit[] the need for vehicle travel" and therefore satisfy the goal of "A more efficient transportation system that reduces and better manages vehicle activity" is erroneous. As discussed above, the project will have significant and unmitigated traffic impacts, and reliance on the TUMF and DIF programs provides for uncertain mitigation for traffic impacts. 88

Consistency with the Economy Chapter is likewise unsupported by the EIR. The Goal of 89

"diversifying the region's economy" is not satisfied by "add[ing] to the City's portfolio of industrial services." Said another way, the project will add more industrial services to already existing/proposed industrial services, the opposite of diversifying the region's economy. 89

The EIR finds that the project is consistent with the Compass Growth Vision Principles, yet fails to evaluate how the project is consistent with these principles. The evaluation provides is generalized and fails to discuss how the project is, in fact, consistent with principles 1, 2, and 4 re: improving mobility, fostering livability, and promoting sustainability for future generations. The finding of inconsistency is unsupported by the EIR and, again, the EIR fails as an informational document. 90

Segmentation

The project site has already received 80,000 cubic yards of fill of the total 300,000 cubic yards required onsite. The impact from this fill importation was segmented from the project as a whole. Such importation, upon evaluation in the EIR, would likely push the project construction impacts further above several threshold of significance and would likely lead to the exceedance of PM2.5, among perhaps others. 91

Alternatives

Where there is an environmentally superior alternative that significantly decreases the significant impacts of the Project then that alternative must be approved rather than the Project if that alternative is feasible, even if the alternative would impede to some degree the attainment of the project objectives, or would be more costly. [(PRC§ 21002; *Uphold Our Heritage v. Town of Woodside* (2007) 147 Cal.App.4th 587, 597, State CEQA Guidelines § 15126.6(b)]

In this case, both the no project alternative and the reduced intensity alternative would reduce impacts when compared with the project. The reduced intensity alternative would reduce several impacts below a threshold of significance when compared to the proposed project. The reduced intensity alternative would also satisfy most of the project objectives. Accordingly the reduced intensity alternative must be approved over the project. 92

The EIR undermines the reduced intensity alternative by claiming that impacts would be similar; this claim is entirely unsupported by the facts and figures provided in comparison. For instance, with regards to traffic impacts, the EIR finds that impacts to roadways and intersections would be reduces. The EIR then, however, finds that the impact "would be similar." The EIR also finds that the reduced intensity alternative fails to satisfy several project objectives; these findings are likewise unsupported by the evidence. For instance, the EIR states that the reduced intensity alternative fails to meet the objective of clustering industrial warehouses near efficient access points. However, the reduced intensity alternative does not move the project. Nonetheless, the reduced intensity alternative substantially reduces impacts and meets most 93 94 95

project objectives. Accordingly, it must be approved rather than the project. 95

Lastly, the final line of the environmentally superior alternative pertains to an alternative site. There is no discussion of an alternative site with regards to the reduced intensity alternative. The EIR is misleading and fails as an informational document by claiming that the reduced intensity alternative fails to meet objectives related to location because of an alternative site. 96

Conclusion

Thank you for your consideration of these comments and the attached and/or referenced material.

Sincerely,

Raymond W. Johnson
JOHNSON & SEDLACK

Attachments and Electronic Citations

(1) Western Riverside Council of Governments, *2011 Annual Report, Transportation Uniform Mitigation Fee Program,* <http://www.wrcog.cog.ca.us/downloads/AnnualReport_for_web.pdf>

(2) Western Riverside Council of Governments, *Funded Expenditures in the Central Zone,* <http://www.wrcog.cog.ca.us/downloads/2012CentralZoneTIP020612.pdf.>

(3) The Press Enterprise, Jack Katzanek (February 1, 2012) *"Moreno Valley: Sketchers' warehouse has caused net job loss,"* <http://www.pe.com/business/business-headlines/20120201-moreno-valley-skechers-warehouse-has-caused-net-job-loss.ece>

(4) *The Health Effects of Air Pollution on Children*, Michael T. Kleinman, Ph.D, Fall 2000, <http://aqmd.gov/forstudents/health_effects_on_children.html#WhyChildren>

(5) *Diesel and Health in America: the Lingering Threat*, Clean Air Task Force, February 2005, <http://www.catf.us/resources/publications/files/Diesel_Health_in_America.pdf> 97

(6) Annual Meeting of the Brain & Lung Tumor and Air Pollution Foundation, April 2, 2010, <http://www.aqmd.gov/hb/2010/April/100425a.htm>

(7) *Technical Support Document for Cancer Potency Factors: Methodologies for derivation, listing of available values, and adjustments to allow for early life stage exposures*, California EPA OEHHA Air Toxicology and Epidemiology Branch, April 2009, p. 3. <http://www.oehha.ca.gov/air/hot_spots/pdf/TSDCPFApril_09.pdf.>

(8) California Air Pollution Control Officers Association. (January 2008) *CEQA & Climate Change: Evaluating and Addressing Greenhouse Gas Emissions from Projects Subject to the California Environmental Quality Act.*

(9) U.S. Department of Transportation, Federal Highway Administration. (August 2006) *Construction Noise Handbook, Chapters 3, 4, and 9* <http://www.fhwa.dot.gov/environment/noise/construction_noise/handbook/index.cfm>

(10) Electronic Library of Construction Occupational Safety and Health (November/December 2002) *Construction Noise: Exposure, Effects, and the Potential for Remediation; A Review and Analysis.*

(11) U.S. Department of Housing and Urban Development. (March 1985) *The Noise Guidebook.*

(12) Suter, Dr. Alice H., Administrative Conference of the United States. (November 1991) *Noise and Its Effects*. 97

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Johnson & Sedlack, an Environmental Law firm representing plaintiff environmental groups in environmental law litigation, primarily CEQA.

City Planning:

Current Planning

- Two years principal planner, Lenexa, Kansas (consulting)
- Two and one half years principal planner, Lee's Summit, Missouri
- One year North Desert Regional Team, San Bernardino County
- Thirty years subdivision design: residential, commercial and industrial
- Thirty years as applicants representative in various jurisdictions in: Missouri, Texas, Florida, Georgia, Illinois, Wisconsin, Kansas and California
- Twelve years as applicants representative in the telecommunications field

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General Plan

- Developed a policy oriented Comprehensive Plan for the City of Lenexa, Kansas.
- Updated Comprehensive Plan for the City of Lee's Summit, Missouri.
- Created innovative zoning ordinance for Lenexa, Kansas.
- Developed Draft Hillside Development Standards, San Bernardino County, CA.
- Developed Draft Grading Standards, San Bernardino County.
- Developed Draft Fiscal Impact Analysis, San Bernardino County

Environmental Analysis

- Two years, Environmental Team, San Bernardino County
  - Review and supervision of preparation of EIR's and joint EIR/EIS's
  - Preparation of Negative Declarations
  - Environmental review of proposed projects
- Eighteen years as an environmental consultant reviewing environmental documentation for plaintiffs in CEQA and NEPA litigation

Representation:

- Represented various clients in litigation primarily in the fields of Environmental and Election law. Clients include:
  - Sierra Club
  - San Bernardino Valley Audubon Society
  - Sea & Sage Audubon Society
  - San Bernardino County Audubon Society
  - Center for Community Action and Environmental Justice
  - Endangered Habitats League
  - Rural Canyons Conservation Fund
  - California Native Plant Society
  - California Oak Foundation
  - Citizens for Responsible Growth in San Marcos
  - Union for a River Greenbelt Environment
  - Citizens to Enforce CEQA
  - Friends of Riverside's Hills
  - De Luz 2000
  - Save Walker Basin
  - Elsinore Murrieta Anza Resource Conservation District

Education:

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- B. A. Economics and Political Science, Kansas State University 1970
- Masters of Community and Regional Planning, Kansas State University, 1974
- Additional graduate studies in Economics at the University of Missouri at Kansas City
- J.D. University of La Verne. 1997 Member, Law Review, Deans List, Class Valedictorian, Member Law Review, Published, Journal of Juvenile Law

Professional Associations:

- Member, American Planning Association
- Member, American Institute of Certified Planners
- Member, Association of Environmental Professionals
- Member, U.S. Green Building Council, LEED GA

Johnson & Sedlack, Attorneys at Law
26785 Camino Seco 12/97- Present
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Principal in the environmental law firm of Johnson & Sedlack. Primary areas of practice are environmental and election law. Have provided representation to the Sierra Club, Audubon Society, AT&T Wireless, Endangered Habitats League, Center for Community Action and Environmental Justice, California Native Plant Society and numerous local environmental groups. Primary practice is writ of mandate under the California Environmental Quality Act.

Planning-Environmental Solutions
26785 Camino Seco 8/94- Present
Temecula, CA 92590
(909) 506-9825

Served as applicant's representative for planning issues to the telecommunications industry. Secured government entitlements for cell sites. Provided applicant's representative services to private developers of residential projects. Provided design services for private residential development projects. Provided project management of all technical consultants on private developments including traffic, geotechnical, survey, engineering, environmental, hydrogeological, hydrologic, landscape architectural, golf course design and fire consultants. 97

San Bernardino County Planning Department
Environmental Team 6/91-8/94
385 N. Arrowhead
San Bernardino, CA 92415
(909) 387-4099

Responsible for coordination of production of EIR's and joint EIR/EIS's for numerous projects in the county. Prepared environmental documents for numerous projects within the county. Prepared environmental determinations and environmental review for projects within the county.

San Bernardino County Planning Department
General Plan Team 6/91-6/92
385 N. Arrowhead
San Bernardino, CA 92415
(909) 387-4099

Created draft grading ordinance, hillside development standards, water efficient landscaping ordinance, multi-family development standards, revised planned development section and fiscal impact analysis. Completed land use plans and general plan amendment for approximately 250 square miles. Prepared proposal for specific plan for the Oak Hills community.

San Bernardino County Planning Department
North Desert Regional Planning Team
15505 Civic 6/90-6/91
Victorville, CA
(619) 243-8245

Worked on regional team. Reviewed general plan amendments, tentative tracts, parcel maps and conditional use permits. Prepared CEQA documents for projects.

Broadmoor Associates/Johnson Consulting
229 NW Blue Parkway
Lee's Summit, MO 64063
(816) 525-6640 2/86-6/90

Sold and leased commercial and industrial properties. Designed and developed an executive office park and an industrial park in Lee's Summit, Mo. Designed two additional industrial parks and residential subdivisions. Prepared study to determine target industries for the industrial parks. Prepared applications for tax increment financing district and grants under Economic Development Action Grant program. Prepared input/output analysis of proposed race track Provided conceptual design of 800 acre mixed use development.

Shepherd Realty Co. 97
Lee's Summit, MO 6/84-2-86

Sold and leased commercial and industrial properties. Performed investment analysis on properties. Provided planning consulting in subdivision design and rezoning.

Contemporary Concepts Inc.
Lee's Summit, MO 9/78-5/84
Owner

Designed and developed residential subdivision in Lee's Summit, Mo. Supervised all construction trades involved in the development process and the building of homes.

Environmental Design Association
Lee's Summit, Mo.
Project Coordinator 6/77-9/78

Was responsible for site design and preliminary building design for retirement villages in Missouri, Texas and Florida. Was responsible for preparing feasibility studies of possible conversion projects. Was in charge of working with local governments on zoning issues and any problems that might arise with projects. Coordinated work of local architects on projects. Worked with marketing staff regarding design changes needed or contemplated.

City of Lee's Summit, MO
220 SW Main
Lee's Summit, MO 64063
Community Development Director 4/75-6/77

Supervised Community Development Dept. staff. Responsible for preparation of departmental budget and C.D.B.G. budget. Administered Community Development Block Grant program. Developed initial Downtown redevelopment plan with funding from block grant funds. Served as a member of the Lee's Summit Economic Development Committee and provided staff support to them. Prepared study of available industrial sites within the City of Lee's Summit. In charge of all planning and zoning matters for the city including comprehensive plan.

Howard Needles Tammen & Bergendoff
9200 Ward Parkway
Kansas City, MO 64114
(816) 333-4800 5/73-4/75
Economist/Planner

Responsible for conducting economic and planning studies for Public and private sector clients. Consulting City Planner for Lenexa, KS.

Conducted environmental impact study on maintaining varying channel depth of the Columbia River including an input/output analysis. Environmental impact studies of dredging the Mississippi River. Worked on the Johnson County Industrial Airport industrial park master plan including a study on the demand for industrial land and the development of target industries based upon location analysis. Worked on various airport master plans. Developed policy oriented comprehensive plan for the City of Lenexa, KS. Developed innovative zoning ordinance heavily dependent upon performance standards for the City of Lenexa, KS.

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2.10 RESPONSE TO LETTER D

Johnson & Sedlack

Response to Comment D-1. The commentor has accurately summarized the general aspects of the proposed project. No further response is necessary.

Response to Comment D-2. The City agrees that the major tenent of CEQA is that it is a disclosure process; therefore, your letter along with all the other comments and responses will be forwarded to the City decision makers for their consideration in the review of the EIR. No further response is necessary.

Response to Comment D-3. The commentor's opinions on the quality of the environmental assessment that was done will be forwarded to the decision-makers for their consideration. The City disagrees with the commentor's generalized assertions regarding the adequacy of the VIP Moreno Valley Draft EIR. The comment that the conclusions in the EIR are not based in fact is erroneous. The Draft EIR is based on the findings of technical studies that were prepared for the project that were included in their entirety in the appendices to the Draft EIR. Those studies are:

- General Habitat Assessment, 71± Site (APNs: 316-210-071, -073, -075, -076), Moreno Valley, Riverside County California, Ecological Sciences, Inc., August 1, 2010.
- Jurisdictional Survey and MSHCP Riparian/Riverine/Vernal Pools Evaluation, 71± Site (APNs: 316-210-071, -073, -075, -076), Moreno Valley, Riverside County California, Ecological Sciences, Inc., November 1, 2009.
- Focused Surveys for Selected Criteria Area and Narrow Endemic Plant Species, 71± Site (APNs: 316-210-071, -073, -075, -076), Moreno Valley, Riverside County California, Ecological Sciences, Inc., November 9, 2009.
- Focused Western Burrowing Owl Survey, 71± Site (APNs: 316-210-071, -073, -075, -076), Moreno Valley, Riverside County California, Ecological Sciences, Inc., November 11, 2009.
- Phase I Cultural Resources Assessment and Paleontological Records Review Perris Boulevard Project, Moreno Valley, Riverside County, California, Michael Brandman Associates, March 22, 2007.
- Geotechnical Engineering Investigation Proposed Industrial Development Southwest Corner of Perris Boulevard and Grove View Road Moreno Valley, California, NorCal Engineering, March 7, 2007.
- Phase I Environmental for the Evaluation of Potentially Hazardous Materials, Centec Engineering, February 23, 2007.
- Preliminary Hydrology Report and Hydraulic Analysis for PA09-004, VIP Moreno Valley, SWC Perris Boulevard and Grove View Road, Robert A. Bebensee, R.C.E., March 27, 2009.
- Preliminary Water Quality Management Plan, for PA09-0004 VIP Moreno Valley, SWC Perris Boulevard and Grove View Road, Robert A. Bebensee, R.C.E., July 24, 2009.
- Water Supply Assessment for City of Moreno Valley Plot Plan Application PA09-004, Eastern Municipal Water District, January 20, 2010.
- LESA Modeling Worksheets, LSA Associates, Inc., August 2011.
- Air Quality Analysis VIP Moreno Valley, LSA Associates, Inc., March 2012.
- Health Risk Assessment VIP Moreno Valley, LSA Associates, Inc., March 2012.

- Greenhouse Gas Emissions and Global Climate Change Study, LSA Associates, Inc., December 2011.
- Noise Impact Analysis VIP Moreno Valley, LSA Associates, Inc., March 2012.
- Traffic Study VIP Moreno Valley, LSA Associates, Inc., April 9, 2012.

The Initial Study that was prepared for the proposed project determined that impacts on biological resources, cultural resources, geology, and hydrology and water quality would be less than significant with the implementation of mitigation not potentially significant requiring further analysis in an EIR. Those specific mitigation measures are identified in the Initial Study, Section 2.0 of the EIR and are also included in the Mitigation Monitoring and Reporting Plan (MMRP) attached to the Final EIR. The City formally initiated the environmental process with circulation of an NOP along with the Initial Study , which it sent to responsible agencies and interested individuals for a 30-day review period from August 26 to September 26, 2011. At the close of the public review period, the City had received 12 letters on the NOP. The NOP disclosed that an EIR would be prepared and the issues that would be addressed are agricultural and forest resources, air quality, greenhouse gases and global climate change, noise and transportation. None of the responses to the NOP asked that biological resources, cultural resources, geology, and hydrology and water quality be evaluated in the EIR. As a result the City is not concealing information from the public on the significance of impacts.

Response to Comment D-4. The City respectfully disagrees with the commentor's opinion that the findings in the EIR are not supported by substantial evidence. (also refer to Response to Comment D-3).

Response to Comment D-5. As appropriate, a portion of the mitigation measures suggested by the commentor (refer to Response to Comment D-45) have been incorporated in the Final EIR to further reduce impacts but these mitigation measures do not change the conclusions or analysis in the Draft EIR. All mitigation measures that are in the Draft EIR and mitigation added as a result of responses to D-45, D-34 and E-51 through D– 53 have been included in the MMRP (Section 4.0 of the Final EIR) to ensure that they are being implemented.

Response to Comment D-6. It is the commentor's opinion that the mitigation measures in the EIR are vague, uncertain, and unenforceable and are not based in fact nor does the commentor provide any examples. As detailed in the following responses, appropriate and enforceable mitigation of the project's significant individual and cumulative impacts have been identified in the Draft EIR.

Response to Comment D-7. It is not clear as to what the commentor is referring to in stating "several "alternatives" listed in the EIR will not satisfy the actual mitigation required, while other mitigation measures merely require the incorporation of writings, not actions."

The alternatives (Section 6.0 of the Draft EIR) are in compliance with *CEQA Guidelines* Section 15126.6(a), where the Draft EIR describes "a range of reasonable alternatives to the project, or to the location of the project which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project." The EIR need not consider every conceivable alternative; rather it must consider a reasonable range of potentially feasible alternatives to the project, or to the location of the project, which would avoid or substantially lessen significant effects of the project, even if "these alternatives would impede to some degree the attainment of the project objectives, or would be more costly" (*CEQA Guidelines* Section 15126.6(b)). The discussion of project alternatives must "include sufficient information about each alternative to allow meaningful evaluation, analysis, and comparison with the proposed project." The alternatives are to "substantially lessen the significant effects of the project", not to satisfy the actual mitigation required.

It is not clear by what the commentor means as to the mitigation measures "merely require incorporation of writings" and no examples were provided by the commentor to clarify the meaning of the statement.

Response to Comment D-8. The commentor inaccurately suggests that the project should be required to obtain a LEED gold or platinum rating as a form of mitigation of significant impacts associated with air pollution and greenhouse gas emissions impacts. The process of obtaining a LEED rating of any level (LEED ratings levels are Certified, Silver, Gold, and Platinum, with Platinum being the highest) is not mitigation. However, the specific green building features that are part of the LEED rating equation can reduce air pollution and greenhouse gas emissions impacts by minimizing and reducing the quantity of emissions. Mitigation Measure 4.2.6.3.A in the Draft EIR prescribes a performance standard requiring a 20% improvement in energy efficiency (over and above the 2008 CBC) for the building and lists suggested measures that can be included in the building's design to obtain this improvement in energy efficiency. As stated in Mitigation Measure 4.2.6.3.A (Draft EIR page 4.2-26): *"Any combination of design features, including but not limited to the following list, may be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent:"* With implementation of this measure, the building will meet the 20% performance standard which will render greenhouse gas emissions impacts to a less than significant level on a project-specific basis.

Regarding air quality impacts, many of the suggested mitigation measures have been added in the Final EIR, are incorporated in the Draft EIR already, or were determined to be infeasible. For a list of those mitigation measures please refer to the Tables contained in Response to Comments D-34 regarding construction mitigation measures and D-45 regarding operational mitigation measures.

For clarification purposes, the Level of Significance After Mitigation conclusion regarding the project-specific impact associated with climate change and greenhouse gas emissions that appears on page 4.3-26 has been modified as shown below and as indicated in Section 3.0 Errata in the Final EIR:

Draft EIR, Section 4.3.6.1 Greenhouse Gas Emissions, Page 4.3-26

> **Level of Significance After Mitigation.** The mitigation measures identified above would contribute to a reduction in GHG emissions from energy, mobile, and water usage sources. With implementation of the identified mitigation measures, the proposed project's GHG emissions are reduced. As described above, project-related GHG emissions are not confined to a particular air basin but are dispersed worldwide. Consequently, it is speculative to determine how project-related GHG emissions would contribute to global climate change and how global climate change may impact the State. Therefore, project-related GHG emissions are not project-specific impacts to global warming but are instead the project's contribution to this cumulative impact. As stated previously, project-related GHG emissions and their contribution to global climate change impacts in the State are less than significant ~~and less than cumulatively considerable~~ on a project specific basis because: (1) the project's impacts alone would not cause or significantly contribute to global climate change, and (2) the project has no substantial effect on consumption of fuels or other energy resources, especially fossil fuels that contribute to GHG emissions when consumed. However, project-related GHG emissions and their contribution to global climate change impacts are considered to be cumulatively considerable.

Response to Comment D-9. Please see Response to Comment D-8. In addition, a portion of the air quality mitigation measures suggested by the commentor have been incorporated to further reduce air quality and impacts. Please refer to the Table contained in Response to Comment D-45. However, these mitigation measures do not change the conclusions or analysis in the Draft EIR.

Response to Comment D-10. The commentor incorrectly asserts that the project's traffic impacts are not fully mitigated through contribution to TUMF and DIF. As elaborated in Responses to Comments D-82 through D-85, the project's payment of these fees will result in full and complete mitigation.

Response to Comment D-11. The commentor incorrectly asserts that the environmentally superior alternative meets most project objectives and must be approved instead of the proposed project. Although the environmentally superior alternative (reduced density) will result in reduced air pollution and GHG emissions, impacts associated with these issues would remain significant and unavoidable for air quality, greenhouse gas emissions, and traffic in the same manner as the proposed project (see Draft EIR Section 6.4 Comparison of Project Alternatives, Table 6.K, page 6-31). Also refer to Responses to Comments D-92 through D-95 for further elaboration on this subject.

Response to Comment D-12. While the Draft EIR does acknowledge that "*Development of the project site would introduce a new source of light and glare into the area in the form of street lighting, parking lot lighting, and security lighting for the buildings*" the Draft EIR does not state that the project would result in the introduction of a substantial new source of light as asserted by the commentor. The Draft EIR includes an analysis of potential light and glare impacts that may occur as a result of project implementation.

As noted in the Draft EIR, "*project-related lighting impacts were determined to be less than significant because all development in the City, which includes light generated from warehouse buildings and parking lots, is required to adhere to lighting requirements contained in the City's Municipal Code (Section 9.08.100 Lighting), which states that any outdoor lighting associated with nonresidential uses shall be shielded and directed away from the surrounding residential uses. Such lighting shall not exceed one-half foot-candle at all property lines and shall not blink, flash, oscillate, or be of unusually high intensity or brightness. Lighting in parking areas and drive aisles must be at least 1.0 foot-candle and cannot exceed a maximum of 8 foot-candles. Adherence to the City's Zoning Code would ensure that any building or parking lighting would not significantly impact adjacent uses. Therefore, impacts associated with this issue are less than significant and no mitigation is required.*"

Response to Comment D-13. The commentor misidentifies the existing farmland designations on-site. As detailed in the Draft EIR (Section 4.1 Agriculture and Forestry Resources, page 4.1-5), "*Approximately 16.89 acres (23%) of the project site is designated as Prime Farmland,*[1] *16.23 acres (23%), is designated Farmland of Statewide Importance, and 38.69 acres (54%) is designed Farmland of Local Importance.*" No Unique Farmland exists on-site. Additionally, the Draft EIR accurately identifies that the project would result in the significant and unavoidable conversion of farmland to a non-agricultural use (Draft EIR Section 4.1.6.1 Conversion of State Designated Farmland, page 4.1-14).

Response to Comment D-14. The comment is noted. As described in Section 4.1.6.1 Conversion of State Designated Farmland, page 4.1-10 of the Draft EIR, "*The conversion of the 16.89 acres of on-site Prime Farmland would be equivalent to 0.03 percent of the total loss of Prime Farmland in the County during this period. Similarly, the conversion of the 16.23 acres of on-site Farmland of Statewide Importance would be equivalent to 0.07 percent of the total loss of Farmland of Statewide Importance in the County during this period. The conversion of the 38.69 acres of on-site Farmland of Local Importance would be equivalent to 1.89 percent of the total loss of Farmland of Local Importance in the County during this period.*" This level of conversion expressed in percentages that would occur with project implementation over the course of a two-year reporting period for the County

[1] Important Farmland Map Riverside County, Farmland Mapping and Monitoring Program, 2004.

does not represent a substantial conversion of farmland within the County. Furthermore, the Draft EIR accurately identifies that the project would result in the significant and unavoidable conversion of on-site farmland to a non-agricultural use (Draft EIR, Section 4.1.6.1 Conversion of State Designated Farmland, page 4.1-14).

Response to Comment D-15. There are no agricultural land uses designated or zoned adjacent to the proposed project site. As described in the Draft EIR (Section 4.1 Agriculture and Forestry Resources, page 4.1-1), "*Developed properties in the vicinity include a waste transfer station and an industrial/warehouse to the north; industrial/warehouse and undeveloped property to the south; industrial/warehouses and a self-storage facility to the east; and warehouses, vehicle storage, residences, and undeveloped property to the west. Active agricultural operations (alfalfa) take place on properties located to the southwest of the project site, west of Indian Street and south of Harley Knox Boulevard*". The active agricultural uses identified in the Draft EIR are approximately 1,000 feet away.

The Draft EIR does not play down the effect of on-site development on adjacent agricultural uses or on properties along truck routes or citywide. As identified in the Draft EIR (Section, 4.1.6.1 Conversion of State Designated Farmland, page 4.1-12), "*the City has specifically recognized that the conversion of agricultural land under its jurisdiction is an eventual and expected outcome of current and future growth. The current General Plan does not include any agricultural designations. The City allows agricultural uses in all land use designations as an interim use until such time as the land is developed per the vision identified in the General Plan. One of the goals stated in the City's recent General Plan is the '…orderly conversion of agricultural lands.' The proposed project is a continued extension of development in the surrounding area (industrial/business park). The proposed project does not interfere with the ability of other adjacent properties to be used for agricultural production should the property owner wish to do so, nor does it create any gaps of vacant or agricultural land between the proposed project and the existing adjacent development.*" As described in the Draft EIR, the City's General Plan and General Plan EIR have considered and evaluated the eventual and expected conversion of agricultural activity within the City. The City has already anticipated the eventual conversion of all agricultural activity within the City.

Furthermore, to predict potential impacts of the conversion of active agricultural operations that are occurring citywide as a result of the implementation of the proposed project is speculative and outside the scope of the Draft EIR and CEQA. Agricultural activity within the City is an interim use until such time a development proposal is submitted for a particular project, which cannot be predicted.

Response to Comment D-16. The potential mitigation measures identified in this comment are not considered to be feasible by the City of Moreno Valley as determined in the City's General Plan EIR. As identified in the Draft EIR (Section 4.1.6.1 Conversion of State Designated Farmland, page 4.1-13), "*Williamson Act contracts are entered into voluntarily by property owners and the City cannot force owners to participate in this program. The City does have the ability to encourage property owners to participate in Williamson Act programs; however, this is expected to result only in temporary preservation of agricultural land since property owners have the option of non-renewal of these contracts at any time after the ten-year contract period ends. The land would then be available to be developed with urban uses.*

Providing protection for ongoing agricultural activities from new developments, such as requiring buffers between agricultural operation and new development or requiring the notification and disclosure of agricultural activities to the purchasers adjacent properties will not permanently protect agricultural land.

The purchase or transfer of development rights, purchase of conservation easements, or donation of funds to assist in the conservation of agricultural land would need to be implemented to ensure the preservation of agricultural land. As stated previously, the City anticipates the conversion of agricultural land within the City and does not set aside land for permanent preservation. The City expects that the majority of the land within the City will be converted to urban uses, although some agriculture will continue as interim uses, as allowed by the City's Development Code for all zoning categories. Moreno Valley has determined that these measures are economically infeasible based on the higher costs associated with land, water and labor, increased environmental regulation, and competition from neighboring regions where agricultural operations are less costly; thus, resulting in an inability to make farming profitable. Furthermore, these measures are contrary to the City's vision (as stated in its General Plan) for the project site; therefore, they are not feasible and alternative mitigation has not been identified."

The Table below contains the suggested mitigation measures by the commentor. The responses determine whether the Draft EIR contains the mitigation measure, if the mitigation will be added mitigation as part of the Final EIR, or if it will not be included and why.

Suggested Mitigation Measure	Response
1. The purchase of agricultural conservation easements;	**Economically infeasible.** Based on the higher costs associated with land, water and labor, increased environmental regulation, and competition from neighboring regions where agricultural operations are less costly; thus, resulting in an inability to make farming profitable. The site has been planned for industrial uses since 1987, the City has recognized that the conversion of agricultural land under its jurisdiction is an eventual and expected outcome of current and future growth and the current General Plan does not include any agricultural designations; therefore mitigation for the loss of is not required. An easement does not compensate for the impact by replacing or providing substitute resources or environments (i.e., the easement would not create any new farmland where no farmland presently exists). See Fourth District Court of Appeal, *Cherry Valley Pass Acres and Neighbors v. City of Beaumont* (2010) 190 Cal.App.4th 316 (*Cherry Valley*)
2. Transfer of development rights;	**Economically infeasible.** Based on the higher costs associated with land, water and labor, increased environmental regulation, and competition from neighboring regions where agricultural operations are less costly; thus, resulting in an inability to make farming profitable.
3. Acquisition of farmland by the city or county;	**Economically infeasible**. Based on the higher costs associated with land, water and labor, increased environmental regulation, and competition from neighboring regions where agricultural operations are less costly; thus, resulting in an inability to make farming profitable No mechanism for the mitigation of impacts to State-designated Farmland and/or existing agricultural operations has been enacted by either the City of Moreno Valley or the County of Riverside. Rather, the City has specifically recognized that the conversion of agricultural land under its jurisdiction is an eventual and expected outcome of current and future growth. The current General Plan does not include any agricultural designations.
4. Mitigation banking;	**Economically infeasible**. Neither the City of Moreno Valley or the County have a mechanism in place for mitigation banking. The site has been planned for industrial uses since 1987, the City has recognized that the conversion of agricultural land under its jurisdiction is an eventual and expected outcome of current and future growth and the current General Plan does not include any agricultural designations; therefore mitigation for the loss of is not required. In addition, there is not any agricultural zoned land in the City for the City or County to purchase.

Suggested Mitigation Measure	Response
5. The establishment of "urban limits," greenbelts, and buffers;	**Not sufficient.** Will not result in permanent protection of agricultural lands. There is no mechanism for the mitigation of impacts to State-designated Farmland and/or existing agricultural operations has been enacted by either the City of Moreno Valley or the County of Riverside. Rather, the City has specifically recognized that the conversion of agricultural land under its jurisdiction is an eventual and expected outcome of current and future growth. The current General Plan does not include any agricultural designations.
6. The payment of in-lieu fees sufficient to a purchase and maintain farmland conservation easements;	**Economically infeasible**. Based on the higher costs associated with land, water and labor, increased environmental regulation, and competition from neighboring regions where agricultural operations are less costly; thus, resulting in an inability to make farming profitable. An easement does not compensate for the impact by replacing or providing substitute resources or environments (i.e., the easement would not create any new farmland where no farmland presently exists). See (Fourth District Court of Appeal, *Cherry Valley Pass Acres and Neighbors v. City of Beaumont* (2010) 190 Cal.App.4th 316 (*Cherry Valley*) In addition, there is not any agricultural zoned land in the City for the City or County to purchase and there is no existing fee program for farm land in the City.
7. Planning tools such as clustering development, use of density bonuses, and limiting "leapfrog" development.	**Economically infeasible.** Based on the higher costs associated with land, water and labor, increased environmental regulation, and competition from neighboring regions where agricultural operations are less costly; thus, resulting in an inability to make farming profitable. In addition the project is an industrial project which the site is planned for in the City's General Plan since 1987. In addition, this is not a residential project. The proposed mitigation is not applicable. The project won't promote "leapfrog" development since the area surrounding the project site is developed.

Response to Comment D-17. Please refer to Response to Comment D-16.

Response to Comment D-18. This comment is noted. The commentor has correctly identified potential air quality impacts of the proposed project. The Draft EIR also identifies the same significant and unavoidable air quality impacts as occurring during construction and operation of the project (Draft EIR Section 4.2 Air Quality, pages 4.3-23, 4.2-25 and 4.3-28 through 4.3-29).

Response to Comment D-19. The Draft EIR Section 4.2 Air Quality includes a discussion of the applicable SCAQMD regional rules that are required of all development within the South Coast Air Basin as well as project-specific mitigation measures. The Draft EIR distinguishes between measures that are required by rules enforced by the SCAQMD and proposed mitigation measures identified to reduce potential impacts. The Draft EIR then presents data reflecting the anticipated reduction of emissions achieved as a result of both rules enforced by the SCAQMD and project-specific mitigation measures. The Draft EIR includes text on page 4.2-21 stating, "*To facilitate monitoring and compliance, applicable SCAQMD regulatory requirements are restated in the following mitigation. These measures shall be incorporated in all project plans, specifications, and contract documents.*" No further discussion is required.

Response to Comment D-20. This comment is noted. The commentor has correctly identified existing ambient air quality conditions in the project vicinity and the location of the nearest sensitive receptors. The Draft EIR Section 4.2 Air Quality, Table 4.2.D page 4.2-5 and page 4.2-6 (Section 4.2.1.5 Sensitive Land Uses in the Project Vicinity) also identifies the same ambient air quality conditions and locations of the nearest sensitive receptors.

Response to Comment D-21. The Draft EIR Section 4.2.3.4 Local Policies, page 4.2-9, includes a discussion of the City's General Plan and the policies relevant to air quality. The goals, objectives, and policies cited by the commentor are in portions of the General Plan that deal with public safety and energy conservation, but are included here to address the comment:

Ultimate Goal VII: Emphasizes public health and safety, including, but not limited to, police, fire, emergency and animal services and protection from floods and other hazards.

> *Response:* Section 2.5.10 of the Draft EIR addressed public health and safety relative to the cited public services, and Section 2.5.12 of the Draft EIR addressed utilities including energy use (i.e., the wise use of energy is considered energy conservation). The Draft EIR evaluated these issues and determined that the proposed project would not have significant impacts related to public health and safety (public services) and energy use/conservation with implementation of the project as proposed with the recommended mitigation. Therefore, the proposed project is consistent with this goal.

Goal 6.1: To achieve acceptable levels of protection from natural and man-made hazards to life, health, and property.

> *Response:* Section 4.2 of the Draft EIR addresses health impacts related to air quality (i.e., health risk assessment), Section 2.5.5 of the Draft EIR addresses hazards and hazardous materials, Section 2.5.4 of the Draft EIR addresses geotechnical hazards, and Section 2.5.6 addresses water-related hazards. The EIR concluded that these impacts would be less than significant based on the design of the project and implementation of recommended mitigation measures except for specific daily thresholds for construction and operational air pollutants.
>
> NOTE: The project's consistency with Objective 7.5 and Policies 7.5.1, 7.5.2, and 7.5.5 regarding energy efficiency is included in Chapter 4.3 Climate Change and Greenhouse Gases, which begins on Draft EIR page 4.3-1. However, the following information is provided for the reader's convenience.

OBJECTIVE 7.5: ENCOURAGE EFFICIENT USE OF ENERGY RESOURCES.

> *Response:* Section 2.5.12 of the Draft EIR examines the project's use of energy resources such as electricity and natural gas and concludes that the potential impacts will be less than significant after compliance with the State's new "Green Building Code" (Title 24) including strict energy conservation requirements. In addition, Mitigation Measure 4.2.6.3A (under Air Quality) also addresses energy conservation.

Policy 7.5.1: Encourage building, site design, and landscaping techniques that provide passive heating and cooling to reduce energy demand.

> *Response:* Sections 2.5.12 (Utilities) and 4.2 (Air Quality) of the Draft EIR addresses the design of the project relative to wise energy use (i.e., energy conservation) and determined that impacts in this regard would be less than significant with implementation of the state Green Building Code as well as implementation of Mitigation Measures 4.2.6.3A.

Policy 7.5.2: Encourage energy efficient modes of transportation and fixed facilities, including transit, bicycle, equestrian, and pedestrian transportation. Emphasize fuel efficiency in the acquisition and use of City-owned vehicles.

> *Response:* The proposed project does implement the recommended improvements related to private development in this policy (i.e., bicycle racks, pedestrian access).

Policy 7.5.5: Encourage the use of solar power and other renewable energy systems.

Response: The proposed project does not have a specific end user at this point, but the building design will allow for future installation of solar photovoltaic and solar hot water heating for the office area.

Summary. As stated in section 15002 of the CEQA Guidelines, the basic purposes of CEQA are to 1) Inform governmental decision makers and the public about the potential, significant environmental effects of proposed activities; 2) Identify ways that environmental damage can be avoided or significant reduced; 3) Prevent significant, avoidable damage to the environment by requiring changes in projects through the use of alternative or mitigation measures when the governmental agency find the changes to be feasible; and 4) Disclose to the public the reasons why a governmental agency approved the project in the manner the agency chose if significant environmental effects are involved. While the suggested goals are not cited in the Draft EIR for reasons stated previously, this Draft EIR meets the basic purposes of CEQA and adequately discloses potential project-related effects to human health and the environment within Sections 4.2 Air Quality (beginning on page 4.2-1), 4.3 Climate Change and Greenhouse Gases (beginning on page 4.3-1), 4.4 Noise (beginning on page 4.4-1), and 4.5 Transportation (beginning on page 4.5-1).
Based on project design, compliance with existing regulations and implementation of the recommended mitigation measures protects public health and safety and achieves responsible energy conservation to the extent required by the lead agency under CEQA. Therefore, the proposed project is consistent with these General Plan goals, objectives, and policies.

Response to Comment D-22. Since there is no specific end user identified at this time, it is not known if employees will be relocated from another facility. It should be noted that even relocation of an existing use from elsewhere in the region still benefits the local economy. The relocation of employees may have an indirect employment impact in other jurisdictions but an overall neutral effect on the region (likely the jobs would still stay within the region). It is speculative to predict such employment changes since the end user is not known at this time. The cited online article makes no assertion that vehicle miles travelled (VMT) were increased due to an employee transfer and the commentor provides no evidence that this was the case in that example. The context of the analysis the commentor is commenting on relates to the project's consistency with the Air Quality Management Plan (AQMP) and how the project may accommodate the expected increase in population and employment in the City. The project is consistent with existing General Plan and Zoning designations and therefore it is reasonable to assume that given the proximity of existing homes and existing commercial uses in the area coupled with the City's existing low jobs-to-housing ratio (i.e., below the existing SCAG jobs-to-housing ratio), the project has the potential to minimize the VMT within the community.

Response to Comment D-23. The Draft EIR does not find that the project will minimize VMT compared to a "typical" large industrial/warehouse type project. However, this project provides the opportunity for a reduction in employee-related VMT because the proposed project will create jobs and provide the opportunity for City of Moreno Valley residents to find employment close to their homes. Because of the high unemployment levels in the City of Moreno Valley, this potential is real. However, the commute travel reduction is virtually impossible to calculate. Nonetheless, the project will create the potential for reduction in commuting distances for employees that reside in the City or in other municipalities near the project site.

Response to Comment D-24. The conclusion referenced in this comment is based on the previous assessment of localized operational impacts to sensitive receptors (Section 4.2.5.4). Because the project would not result in any exceedances of localized operational emissions thresholds,

operational acute health risk impacts are expected to be less than significant. Additional language has been added to Section 4.2.5.5 of the Section 3.0 Errata Final EIR to refer the reader back to the previous Section 4.2.5.4 to clarify this point.

Draft EIR Section 4.2.5.5, Operational-Acute Health Risk Impacts Page 4.2-18

4.2.5.5 Operational-Acute Health Risk Impacts

Threshold Would the proposed project expose sensitive receptors to substantial pollutant concentrations?

Exposure to diesel exhaust can have immediate health effects, such as irritation of the eyes, nose, throat, and lungs, and it can cause coughs, headaches, light headedness, and nausea. In studies with human volunteers, diesel exhaust particles made people with allergies more susceptible to the materials to which they are allergic, such as dust and pollen. Exposure to diesel exhaust also causes inflammation in the lungs, which may aggravate chronic respiratory symptoms and increase the frequency or intensity of asthma attacks. However, according to the rulemaking on *Identifying Particulate Emissions from Diesel-Fueled Engines as a Toxic Air Contaminant* (ARB 1998), the available data from studies of humans exposed to diesel exhaust are not sufficient for deriving an acute non-cancer health risk guidance value. While the lung is a major target organ for diesel exhaust, studies of the gross respiratory effects of diesel exhaust in exposed workers have not provided sufficient exposure information to establish a short-term non-cancer health risk guidance value for respiratory effects. As previously identified in Section 4.2.5.4, none of the criteria pollutant emissions would exceed localized thresholds during the operation of the proposed project. Therefore, the proposed project would not have a significant impact on localized operational pollutant levels and no mitigation measures would be required. Similarly ~~Therefore~~, the potential for short-term acute exposure from diesel exhaust are considered to be less than significant and no mitigation is required.

Response to Comment D-25. The HRA analysis provided in the Draft EIR Section 4.2.5.5 Operational-Acute Health Risk Impacts, page 4.2-18, evaluated the health risk levels at all locations within the area covered by the receptor grid which covers the area surrounding the project and extends out to beyond where the project contribution to ambient air quality is measurable. As stated in the technical Health Risk Analysis (HRA) prepared for the project: Receptors were placed at a grid approximately five by five miles to characterize the regional risk levels and at locations of all identified sensitive receptors" (see page 12 of the HRA contained in Appendix D-2 of the Draft EIR). Within the accuracy of the air dispersion model, using a grid of receptors to allow the display of area-wide distributions and wind effects is a much better indication of predicted pollutant concentrations than only placing a single receptor at a location of interest. This is in accordance with SCAQMD HRA methodology. Furthermore, the HRA considers a worst-case scenario (i.e., health risks at the nearest receptors); therefore, it can be expected that health risks at locations further away would be less than that at the nearest receptors.

Response to Comment D-26. This comment is noted. The HRA analysis provided in the Draft EIR Section 4.2.5.5 Operational-Acute Health Risk Impacts and Section 4.2.5.6 Operational-Chronic Health Risk Impacts, page 4.2-18 includes all health risks for which there are accepted analysis methods. The health effects described in the comment do not have methodologies to support inclusion.

Response to Comment D-27. This commentor is stating the facts on diesel emissions provided by the SCAQMD and is noted. No response is required.

Response to Comment D-28. This comment is a statement of fact and is noted. No response is required.

Response to Comment D-29. The HRA analysis provided in the Draft EIR, Section 4.2.5.6 Operational-Chronic Health Risk Impacts, page 4.2-18 accounted for the health risks to all the populations affected by the predicted emissions from the project operations including children. In addition the Draft EIR, Section 4.2.1.5 Sensitive Land Uses in the Project Vicinity, page 4.2-6 identifies those sensitive receptors in the area of the proposed project that are sensitive to air pollutants, which includes residences, schools, medical offices, convalescent facilities, and similar uses. The susceptibility of various portions of the population, including infants and children as well as older people are all considered and analyzed, which includes diesel emissions, in both the air quality and HRA sections of the Draft EIR (Sections 4.2 and 4.3, respectively).

Response to Comment D-30. This comment is a statement of fact and is noted. The City of Moreno Valley General Plan is the governing body for the proposed project not the Riverside County General Plan. Consistency of the project with the Riverside General Plan is not required.

Response to Comment D-31. This comment is a statement of fact and is noted. The commentor does not provide a reference for the statement and there is confusion as to how the bullet item relates to the analysis in the Draft EIR. No response is required.

Response to Comment D-32. This comment is a statement of fact and is noted. The commentor does not provide a reference for the statement and there is confusion as to how the bullet item relates to the analysis in the Draft EIR. The proposed project and the respective HRA prepared for the project and summarized in the Draft EIR, complies with the City of Moreno Valley General Plan policies. The City of Moreno Valley General Plan is the governing body for the proposed project not the Riverside County General Plan. Consistency of the project with the Riverside County General Plan is not required.

Response to Comment D-33. The section title has been changed to reflect that the analysis considers all construction emissions and the change is provided in Section 3.0 Errata in the Final EIR.

<u>Draft EIR Section 4.2.6.1 Construction Emissions, Page 4.2-19</u>

4.2.6.1 Construction ~~Equipment~~ Emissions

Response to Comment D-34. The data shown in Table 4.2.I of the Draft EIR contains typographical errors; however, Table G: Short-Term Regional Construction Emissions in the Air Quality report (Appendix D-1) in the Draft EIR is correct. The 5.95.9 lbs/day of ROG is a typographical error; the actual emission value is 5.9. The 3434 lbs/day of NO_x is also a typographical error; the actual emission value is 34 lbs/day (see Draft EIR Appendix D-1, Air Quality Study). The numbers in Table 4.2.1 under Fugitive Dust PM_{10}, Exhaust PM_{10}, Fugitive $PM_{2.5}$ and Exhaust $PM_{2.5}$ are also typographical errors and now match the table in the Air Quality Report in Appendix D-1inthe Draft EIR. The amendments to Table 4.2.1 do not change the analysis or the conclusions in the Section 4.2 Air Quality in the Draft EIR. The changes to Table 4.2.I have been included in Section 3.0 Errata in the Final EIR.

Draft EIR Section 4.2.6.1 Construction Emissions, Page 4.2-20.

Table 4.2.I: Short-Term Regional Construction Emissions

Construction Phase	Pollutant Emissions (lbs/day)							
	ROG	NO_X	CO	SO_2	Fugitive PM_{10}	Exhaust PM_{10}	Fugitive $PM_{2.5}$	Exhaust $PM_{2.5}$
Site Preparation	40	386	212	0.53	329	17	4.4	16
Grading	29	272	149	0.36	325	12	1.6	12
Building Construction	13	82	94	0.18	~~1.8~~ 11	~~0.33~~ 4.1	~~0.02~~ 0.18	~~0.32~~ 3.9
Architectural Coating	72	3.7	11	0.01	~~0.2~~ 1.8	~~2.9~~ 0.33	~~0~~ 0.02	~~2.9~~ 0.32
Paving	5.95~~.9~~	34~~34~~	22	0.03	~~329~~ 0.2	~~17~~ 2.9	~~4.4~~ 0	~~16~~ 2.9
Peak Day (Phase Overlap)	90	390	210	0.53	329	17	4.4	16
SCAQMD Threshold	**75**	**100**	**550**	**150**	**150**		**55**	
Exceeds Threshold?	**Yes**	**Yes**	**No**	**No**	**Yes**		**No**	

CO = carbon monoxide
CO_2 = carbon dioxide
lbs/day = pounds per day
NO_x = nitrogen oxides
$PM_{2.5}$ = particulate matter less than 2.5 microns in size
PM_{10} = particulate matter less than 10 microns in size
ROG = reactive organic compounds
SO_x = sulfur oxides
SCAQMD = South Coast Air Quality Management District

Source: LSA Associates, Inc., December 2011.

Feasible mitigation measures, including several identified in the list provided by the commentor, have been already included as mitigation for the project and are identified in the Draft EIR. In addition, the mitigation measures shown as "Incorporated" have been added to the Final EIR (Section 3.0 Errata) as suggested by the commentor. The changes to the Draft EIR do not result in a significant impact and has no material effect on the findings of the EIR. The Table below contains each of the mitigation measures suggested for inclusion by the commentor and if it is already included in the Draft EIR, if will be added mitigation as part of the Final EIR, or if will not be included and why.

Suggested Mitigation Measure	Response
1. Gravel pads must be installed at all access points to prevent tracking of mud onto public roads.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1K** on page 4.2-22.
2. Install and maintain trackout control devices in effective condition at all access points where paved and unpaved access or travel routes intersect (eg. Install wheel shakers, wheel washers, and limit site access.)	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1K** on page 4.2-22.
3. All roadways, driveways, sidewalks, etc., should be completed as soon as possible. In addition, building pads should be laid as soon as possible after grading unless seeding or soil binders are used.	**Incorporated.** Additional text has been added to Section 4.2.6.1 (page 4.2-23) of the Air Quality Section as **Mitigation Measure 4.2.6.1R** and summarized in the Errata Section of the Final EIR to include this specific requirement as suggested.
4. Pave all construction roads.	**Not Included**. All roads surrounding the site are already paved. This suggested mitigation measure is not warranted.
5. Pave all construction access roads at least 100 feet on to the site from the main road.	**Not Included.** This suggested mitigation measure is not included in Section 4.2 Air Quality of the Draft EIR because it is impractical to pave construction roads onsite. It is infeasible and ineffective to pave roads within the site as the

Suggested Mitigation Measure	Response
	entire site will be graded to process the 220,000 cubic yards of fill to be imported. Such temporary pavement would present unnecessary obstacles and would be destroyed in the process of construction. Paving construction roads within construction areas unnecessarily increase VOC generation, with little or no discernible reduction in other air pollutant emissions. Fugitive dust control is already addressed by **Mitigation Measures 4.2.6.1E** and **4.2.6.1F**.
6. Limit fugitive dust sources to 20 percent opacity.	**Not Included.** The context of this suggested mitigation measure is unclear. It is not feasible to limit fugitive dust *sources* to 20 percent opacity. It is inferred that the commentor is suggesting that fugitive dust *emissions* should be limited to 20 percent opacity consistent with SCAQMD Rule 403. SCAQMD Rule 403 is a regional requirement required of all development within its jurisdiction; therefore, the project is required to adhere to this requirement.
7. Require a dust control plan for earthmoving operations.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1K** and **4.2.6.1L** on page 4.2-23.
8. When materials are transported off-site, all material shall be covered, effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained.	**Incorporated.** Additional text has been added to Section 4.2.6.1 (page 4.2-24) of the Air Quality Section as **Mitigation Measure 4.2.6.1N** and summarized in the Errata Section of the Final EIR to include this specific requirement as suggested.
9. All streets shall be swept at least once a day using SCAQMD Rule 1186 certified street sweepers utilizing reclaimed water trucks if visible soil materials are carried to adjacent streets.	**Incorporated.** Additional text has been added to Section 4.2.6.1 (page 4.2-23) of the Air Quality Section as **Mitigation Measure 4.2.6.1O** and summarized in the Errata Section of the Final EIR to include this specific requirement as suggested.
10. The contractor or builder shall designate a person or persons to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust offsite.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1K** on page 4.2-22.
11. Post a publicly visible sign with the telephone number and person to contact regarding dust complaints. This person shall respond and take corrective action within 24 hours.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1K** on page 4.2-22.
12. Extend grading period sufficiently to reduce air quality impacts below a level of significance.	**Not Included.** This suggested mitigation measure is not included in Section 4.2 Air Quality of the Draft EIR because extending the grading period would not likely achieve a level of reduction great enough to reduce air quality impacts during the grading phase. In fact, extending the grading period would result in an increase in worker vehicle and construction equipment-related emissions, increasing the severity of the impact. In addition, the same quantity of fugitive dust would be emitted to the air basin under this suggestion and impacts associated with regional emissions would not be reduced. Also refer to the response to #13 below.
13. The simultaneous disturbance of the site shall be limited to five acres per day.	**Not Included.** As noted in the CalEEMod manual, "*In order to properly grade a piece of land multiple passes with equipment may be required. The acres is based on the*

Suggested Mitigation Measure	Response
	equipment list and days in grading or site preparation phase according to the anticipated maximum number of acres a given piece of equipment can pass over in an 8-hour workday. The equipment specific grading rates are given in the table below as determined by SCAQMD in consultation with building estimator references." Thus, the CalEEMod calculates a total grading disturbed area many times the size of the project site based on the idea that there are multiple graders, dozers, scrapers, etc. making multiple passes during any one day. This suggested measure to limit simultaneous disturbance of the site to 5 acres per day would not change the results of the air quality modeling and projected air emissions identified in the Draft EIR and in fact may increase emissions due to the grading inefficiencies created by this restriction. By grading a smaller area it prolongs the grading process and releases dust and vehicular emissions (grading construction workers going back and forth to the site over a greater period of time and grading equipment moving around the site) into the air basin over a longer period of time. By grading five acres a day of a minimum grading of 7 days based on a 71 acre site at 10 acres a day the grading would be prolonged to 14 days. There are also logistical considerations getting construction equipment and people back and forth to the site. In addition, there are no sensitive receptors located in close proximity to the project site that would be affected by the dust.
14. Any vegetative cover to be utilized onsite shall be planted as soon as possible to reduce the disturbed area subject to wind erosion. Irrigation systems required for these plants shall be installed as soon as possible to maintain good ground cover and to minimize wind erosion of the soil.	**Incorporated.** Additional text has been added to Section 4.2.6.1 (page 4.2-23) of the Air Quality Section as **Mitigation Measure 4.2.6.1P** and summarized in the Errata Section of the Final EIR to include this specific requirement as suggested.
15. Any on-site stockpiles of debris, dirt or other dusty material shall be covered or watered three times daily.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measures 4.2.6.1E** and **4.2.6.1G** on page 4.2-22.
16. Any site access points within 30 minutes of any visible dirt deposition on any public roadway shall be swept or washed.	**Not Included.** It is not clear what is being suggested by this measure. Trackout (i.e., dirt deposition) is addressed through adherence to **Mitigation Measure 4.1.6.1K**.
17. A high wind response plan shall be formulated for enhanced dust control if winds are forecast to exceed 25 mph in any upcoming 24-hour period.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1D** on page 4.2-22. While **Mitigation Measure 4.2.6.1D** does not specify the formulation of a high wind response plan as suggested, this mitigation measures requires that clearing, grading, earthmoving, or excavation activities cease upon 25 mph winds or greater. This requirement in combination with other dust control measures outlined in the Draft EIR will accomplish the intent of the suggested mitigation measures stated here.
18. Implement activity management techniques including a) development of a comprehensive construction management plan designed to minimize the number of	**Incorporated.** Additional text has been added to Section 4.2.6.1 (page 4.2-23) of the Air Quality Section as **Mitigation Measure 4.2.6.1S** and summarized in the Errata Section of the Final EIR to include a similar requirement regarding

Suggested Mitigation Measure	Response
large construction equipment operating during any given time period; b) scheduling of construction truck trips during non-peak hours to reduce peak hour emissions; c) limitation of the length of construction work-day period; and d) phasing of construction activities.	scheduling truck trips during non-peak hours as suggested. Approval of a truck haul route is already required prior to grading permit approval. commentor
19. Develop a trip reduction plan to achieve a 1.5 AVR for construction employees	**Not Included.** This suggested mitigation measure is not feasible because construction of this type typically requires a large number of small contractors rather than one large contractor such as for large public works projects. Having multiple small contractors means that workers come from many areas and do not work for the same company, therefore, making efforts to coordinate their carpooling ineffective and infeasible. As noted in **Mitigation Measure 4.2.6.1K**, documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs. In addition, it should be noted that California Public Health and Safety Code Section 40717.9 states that a "public agency shall not require an employer to implement an employee trip reduction program unless the program is expressly required by federal law and the elimination of the program will result in the imposition of federal sanctions, including, but not limited to, the loss of federal funds for transportation purposes."
20. Require high pressure injectors on diesel construction equipment.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1K** on page 4.2-22.
21. Restrict truck operation to "clean" trucks, such as a 2007 or newer model year or 2010 compliant vehicles.	**Not Included. Mitigation Measure 4.2.6.1C** which requires CARB Tier II Certified equipment or better (page 4.2-21) is identified in the Draft EIR. Where feasible, CARB Tier II Certified equipment or better will be used during construction of the project. The suggested mitigation measures is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, and technological factors and is infeasible.
22. Require the use of CARB certified particulate traps that meet level 3 requirements on all construction equipment.	**Not Included. Mitigation Measure 4.2.6.1C** which requires CARB Tier II Certified equipment or better (page 4.2-21) is identified in the Draft EIR. Where feasible, CARB Tier II Certified equipment or better will be used during construction of the project. infeasible because of CARB off-road regulation changes approved in 2011 making exhaust retrofits of particulate traps no longer mandatory that requiring their use is not feasible.
23. Utilize only CARB certified equipment for construction activities.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1C** on page 4.2-21.
24. The developer shall require all contractors to turn off all construction equipment and delivery vehicles when not in use and/or idling in excess of 3 minutes.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1M** on page 4.2-23.
25. Restrict engine size of construction	**Included.** This suggested mitigation measure is already

Suggested Mitigation Measure	Response
equipment to the minimum practical size.	included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1K** on page 4.2-23.
26. Use electric construction equipment where technically feasible.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1K** on page 4.2-23.
27. Substitute gasoline-powered for diesel-powered construction equipment.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1K** on page 4.2-23.
28. Require use of alternatively fueled construction equipment, using, e.g., compressed natural gas, liquefied natural gas, propane, or biodiesel.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1K** on page 4.2-22.
29. Use methanol-fueled pile drivers.	**Not Included.** Project construction does not require use of pile drivers.
30. Install catalytic converters on gasoline-powered equipment.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-23.
31. Require the use of Alternative Diesel Fuels on diesel equipment used. Alternative diesel fuels exist that achieve PM_{10} and NO_x reductions. PuriNOx is an alternative diesel formulation that was verified by CARB on January 31, 2001 as achieving a 14% reduction in NO_x and a 63% reduction in PM_{10} compared to CARB diesel. It can be used in any direct-injection, heavy-duty compression ignition engine and is compatible with existing engines and existing storage, distribution, and vehicle fueling facilities. Operational experience indicates little or no difference in performance and startup time, no discernable operational differences, no increased engine noise, and significantly reduced visible smoke.	**Not Included.** It has been determined that Lubrizol, the producer of PuriNox ceased production of PuriNox in December 2006. Additionally, SCAQMD has previously confirmed that PuriNox is not expected to be commercially available in the foreseeable future. Thus, the suggested mitigation measure is not capable of being accomplished in a successful manner within a reasonable period of time because PuriNox is not available commercially. In addition, the requirement to use alternative diesel fuel depends on the availability of such fuel which according to the SCAQMD is not available.
32. Electrical powered equipment shall be utilized in-lieu of gasoline-powered engines where technically feasible.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1K** on page 4.2-23.
33. All forklifts shall be electric or natural gas powered.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1K** on page 4.2-23.
34. Suspend use of all construction equipment operations during second stage smog alerts.	**Incorporated.** As noted on the SCAQMD website (http://www.aqmd.gov/aqmd/index.html), the Basin has not experienced a Stage II smog alert since the 1980's. This is due to cleaner burning fuels in vehicles and more stringent rules BY AQMD regarding PM_{10} and $PM_{2.5}$. While the occurrence of a Stage II smog alert cannot be predicted. It is reasonable to assume that a Stage II smog alert would not occur during the construction phase of this project. However, as precaution the mitigation measure has been added to the Errata Section of the Final EIR as a bullet item under **Mitigation Measure 4.2.6.1K.**
35. Provide temporary traffic controls such as a	**Incorporated.** Additional text has been added to Section

Suggested Mitigation Measure	Response
flag person, during all phases of construction to maintain smooth traffic flow.	4.2.6.1 (page 4.2-24) of the Air Quality Section as **Mitigation Measure 4.2.6.1Q** and summarized in the Errata Section of the Final EIR to include this specific requirement as suggested.
36. Provide dedicated turn lanes for movement of construction trucks and equipment on- and off-site.	**Not Included.** The project site is bounded by Perris Boulevard to the east, Grove View Road to the north, Indian Street to the west, and Perris Valley Storm Channel (PVSC Lateral D unimproved service road) to the south. Perris Boulevard and Grove View Road are improved with curb and gutter on lanes adjacent to the project site, while Indian Street contains a strip of unimproved right-of-way adjacent to the project site. Perris Boulevard contains a raise center median, so left-turn access to/from the site is not possible. Access onto the project site is readily available along Grove View Road and Indian Street. Grove View Road is a low-volume street containing a center two-way left turn lane and already contains adequate provisions for truck access to the site. It is anticipated that the truck haul route permit will require that trucks access the site via Gove View Road.
37. Reroute construction trucks away from congested streets and sensitive receptor areas.	**Incorporated.** Additional text has been added to Section 4.2.6.1 (page 4.2-23) of the Air Quality Section as **Mitigation Measure 4.2.6.1T** and summarized in the Errata Section of the Final EIR as suggested. Approval of a truck haul route is already required prior to grading permit approval.
38. Configure construction parking to minimize traffic interference.	**Not Included.** The project site is bounded by Perris Boulevard to the east, Grove View Road to the north, Indian Street to the west, and Oleander Avenue (PVSC Lateral D unimproved service road). Perris Boulevard and Grove View Road are improved with curb and gutter on lanes adjacent to the project site, while Indian Street contains a strip of unimproved right-of-way adjacent to the project site. Access onto the project site is readily available along Perris Boulevard, Grove View Road and Indian Street. Construction parking is expected to be onsite at the discretion of the construction contractor to facilitate construction of the site.
39. Prior to the issuance of a grading and building permit, the applicant shall submit verification that a ridesharing program for the construction crew has been encouraged and will be supported by the contractor via incentives or other inducements.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1K** on page 4.2-23.
40. Minimize construction worker trips by requiring carpooling and providing for lunch onsite.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1K** on page 4.2-23.
41. Provide shuttle service to food service establishments/commercial areas for the construction crew.	**Not Included.** This suggested measure is counterproductive to the suggested measures identified in row 40 above and **Mitigation Measure 4.2.6.1K**. In addition, construction workers tend bring their own lunch because they take a limited lunch break. For this reason, the suggested measure will result in additional vehicular emission as compared to without the suggested measure. Thus, this suggested measure is not warranted.
42. Provide shuttle service to transit stations/multimodal centers for the	**Not included. .** This mitigation measure is not practical since the nearest multimodal center is in downtown Riverside

Suggested Mitigation Measure	Response
construction crew.	located 14.5 miles northwest of the project site. In addition, the Riverside Transit Authority (RTA) has an established bus route, No. 19, which services the project area and the site. The RTA has two stops one on either side of Perris Blvd. and Grove View Rd. From the project site the walk north along Perris Blvd. is approximately 0.2 mile to a stop at Perris Blvd and Nandina. There is another bus stop at 17800 Perris Blvd. approximately 0.1 mile from the project site. Therefore, the site is serviced by the RTA and no further actions are necessary.
43. Require the use of Zero-VOC paints, coatings, and solvents.	**Included.** To the extent feasible, this suggested mitigation measure is partially included (low-VOC vs. zero-VOC) in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1J** on page 4.2-23 in accordance with SCAQMD Rule 1113.

~~* Would reduce impacts to GHGs as well~~

Response to Comment D-35. The language in Mitigation Measure 4.2.6.1.B in the Draft EIR is as specific as is possible, while still allowing the possibility that the construction contractor can implement it. Requiring the project contractor to utilize electricity from power poles may result in infeasibility if power poles do not exist on-site. Clean-fuel is fuel other than diesel or gasoline. Clarification of the term "clean-fuel" has been incorporated into the Final EIR.

Draft EIR Section 4.2.6.1 Construction Equipment Exhaust Emissions Page 4.2-21.

> **4.2.6.1B**. Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall utilize power sources (e.g., power poles) or clean-fuel (e.g., fuel other than diesel or gasoline) generators. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City.

Response to Comment D-36. The air quality analysis of construction shows that there will be exceedances of ROG, NO_X and PM_{10}. Tier III applies to equipment produced from 2006 to 2008. As of 2012, equipment produced since 2006 are becoming more readily available, but not to the extent that requiring their use is considered feasible mitigation. Tier II specifications result in a substantial reduction in PM_{10} and $PM_{2.5}$ (62.5% to 72.5%, depending on horsepower) over Tier I equipment, which is the basis of the mitigation measure. Tier III specifications are identical to Tier II for PM_{10} and $PM_{2.5}$, thus requiring this more stringent mitigation would have no benefit to the reduction in PM_{10} and $PM_{2.5}$ and was not required.

Response to Comment D-37. Mitigation Measure 4.2.6.1.K as written in the Draft EIR requires that the listed measures be included in "grading plans, construction specifications and bid documents". Once in these documents, they become requirements, enforceable by the City or other regulatory agencies. However, the wording of this and similar measures will be reworded to strengthen the implementation requirement of each measure.

Response to Comment D-38. Although the exact effects of the measures listed are not fully quantifiable at this time, the language of the measure will be changed to require implementation of all the listed design features, rather than a future combination of features, as shown below:

Draft EIR Section 4.2.6.3 Long-Term Operational Emissions, Page 4.2-26.

4.2.6.3A Prior to issuance of the first building permit, building and site plan designs shall ensure that the project's energy efficiencies surpass applicable 2008 California Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent which is considered sufficient by CARB and the SCAQMD to achieve the AB 32 conservation goals for 2020. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and review and approved by the City. The following ~~Any~~ combination of design features, ~~including but not limited to the following list, may~~ shall be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent: *(note: the list of design features remains the same except for changes outlined in Response D-39 below)*

Changes to this mitigation measure are provided in Section 3.0 Errata of the Final EIR.

The significant impact that these mitigation measures apply to are almost entirely from mobile sources. The emissions exceed the thresholds by up to 1,700%. There are no feasible mitigation measures available to reduce these emissions to anywhere close to the thresholds, therefore; 20% was proposed by the project as a good-faith effort to make a meaningful reduction.

Response to Comment D-39. The only agencies that have any control over the production of vehicles used with this project, and therefore the emissions controls installed on those vehicles, is the California Air Resources Board and the United States EPA. The indirect control the City has over vehicle operations associated with land use decisions cannot not have a substantial effect on the project's air quality impact as the vehicle emissions of concern are from trucks traveling throughout the Air Basin, far outside the City limits.

Response to Comment D-40. Impact 4.2.6.3 is the air quality impact from operational emissions of the project to the regional air quality. This impact statement includes a typographical error and Section 3.0 Errata of the Final EIR incorporates the amended language to clarify the impact statement.

Draft EIR Section 4.2.6.3 Long-Term Operational Emissions, Page 4.2-25.

> **Impact 4.2.6.3:** *Implementation of the proposed project may ~~occur~~ have the potential to exceed applicable daily thresholds for operational activities.*

Response to Comment D-41. This comment reiterates the conclusions presented in the Draft EIR. The rounding of the results is entirely appropriate. It is not inaccurate to report that emissions would be 990.93 lbs/day when all that can really be reported is that the peak emissions could be anywhere between 970 and 990 lbs/day and will be far less for most of the time.

Response to Comment D-42. The wording of Mitigation Measure 4.2.6.3A has been modified to address this comment as outlined in Responses to Comments D-38 and D-39. In addition, the mitigation measures focus on the only project emissions that the project has any ability to reduce.

Response to Comment D-43. The wording of Mitigation Measure 4.2.6.3A has been modified to address this comment as outlined in Responses to Comments D-38 and D-39.

Response to Comment D-44. The wording of Mitigation Measure 4.2.6.3A has been modified to address this comment as outlined in Responses to Comments D-38 and D-39.

Response to Comment D-45. It is not feasible to mandate mitigation on equipment that is controlled by the State and federal governments. As the EIR is only for the construction of the project and the operator has not been identified, the EIR can only specify mitigation that can be implemented by the builder. At the time the operator is known, it is at the City's discretion to impose operating parameters to the operator of the facility.

Feasible mitigation measures, including several identified in the list provided by the commentor, have been already included as mitigation for the project and are identified in the Draft EIR. In addition, the mitigation measures shown as "Incorporated" have been added to the Final EIR (Section 3.0 Errata) as suggested by the commentor. The changes to the Draft EIR do not result in a significant impact and has no material effect on the findings of the EIR. The Table below contains each of the operational emissions mitigation measures suggested for inclusion by the commentor. If the measure is included in the Draft EIR the response indicates "included". If the mitigation is being added as part of the Final EIR the response indicates "incorporated", or if the measure is not included the response discusses why the Final EIR does not contain the measure.

Suggested Mitigation Measure	Response
1. The operator of the primary facilities shall become SmartWay Partner.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-27.
2. The Project shall meet SmartWay 1.25 ratings.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-27.
3. The project shall use only freight companies that meet SmartWay 1.25 ratings.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-27.
4. (ALTERNATIVELY from 2,3 above) The operator of the primary facilities shall incorporate requirements or incentives sufficient to achieve at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 90% of all long haul trips carried by SmartWay 1.0 or greater carriers. Results, including backup data shall be reported to the Planning Department semi-annually.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-27.
5. The operator of the primary facilities shall incorporate requirements or incentives sufficient to achieve a 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidator trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers. Results, including backup data shall be reported to the Planning Department semi-annually.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-27.
6. All fleet vehicles shall conform to 2010 air quality standards or better. Results, including backup data shall be reported to the Planning Department semi-annually.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-27.
7. All spaces utilizing refrigerated storage, including restaurants and food or beverage stores, shall provide an electrical hookup for refrigeration	**Incorporated.** Similar language has been added to Section 4.2.6.3 (page 4.2-27) of the Air Quality Section under **Mitigation Measure 4.2.6.3A** and summarized in

Suggested Mitigation Measure	Response
units on delivery trucks. Trucks incapable of utilizing the electrical hookup for powering refrigeration units shall be prohibited from accessing the site. All leasing documents shall include these requirements and provide that violation of those provisions will constitute a material breach of the lease that will result in the termination of the lease. Because of the fact that these terms of the lease are designed to benefit the public, the public shall be considered to be a third party beneficiary with standing to enforce the requirements of the lease.	the Errata Section of the Final EIR to include a portion of the suggested requirement.
8. Install catalytic converters on gasoline-powered equipment.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-23.
9. Where diesel powered vehicles are necessary, require the use of alternative diesel fuels. Alternative diesel fuels exist that achieve PM10 and NOx reductions. PuriNOx is an alternative diesel formulation that was verified by CARB on January 31, 2001 as achieving a 14% reduction in NOx and a 63% reduction in PM10 compared to CARB diesel. It can be used in any direct-injection, heavy-duty compression ignition engine and is compatible with existing engines and existing storage, distribution, and vehicle fueling facilities. Operational experience indicates little or no difference in performance and startup time, no discernable operational differences, no increased engine noise, and significantly reduced visible smoke.	**Not Included.** It has been determined that Lubrizol, the producer of PuriNox ceased production of PuriNox in December 2006. Additionally, SCAQMD has previously confirmed that PuriNox is not expected to be commercially available in the foreseeable future. Thus, the suggested mitigation measures is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, and technological factors and is therefore infeasible. Heavy duty trucks using other types of alternative fuels are not yet widely available on the market at this time. In addition, there is no specific end user at this time, and a future user may already have a truck fleet that would make implementation of alternative fuel vehicles economically infeasible. As alternative fuel trucks become more widely available (e.g., compressed or liquefied natural gas) and are required in higher numbers at the SoCal ports, it is likely that project trucks will utilize alternative fuels.
10. Electrical powered equipment should be utilized in-lieu of gasoline-powered engines where technically feasible.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-28.
11. Utilize electrical equipment for landscape maintenance.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-28.
12. All forklifts shall be electric or natural gas powered.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1K** on page 4.2-23.
13. Utilize electric yard trucks.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-28.
14. Prohibit idling of trucks for periods exceeding three minutes.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.1M** on page 4.2-23.
15. Provide electrical vehicle ("EV") and compressed natural gas ("CNG") vehicles in vehicle fleets.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-28.

Suggested Mitigation Measure	Response
16. Charge reduced or no parking fee for EVs and CNG vehicles.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-28. While **Mitigation Measure 4.2.6.3A** does not specify reduce or no parking fees for these vehicles, it does specify the "provision of preferential parking."
17. Install EV charging facilities for a minimum of 10% of all parking spaces.	**Included.** To the extent feasible, a similar mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-27.
18. Install a CNG fueling facility.	**Not Included.** The facility will not be able to take advantage of alternative fuel trucks as outlined previously in Item 9. The number of trucks this project would support does not justify the additional cost of installing a CNG fueling facility, and would likely be only one end user so the cost of such a facility could not be shared among a larger group of industrial users. Therefore, this measure is infeasible.
19. Provide preferential parking locations for EVs and CNG vehicles.*	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-28.
20. Implement parking fee for single-occupancy vehicle commuters.	**Included.** To the extent feasible, a similar mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-28.
21. Plant shade trees in parking lots to provide minimum 50% cover to reduce evaporative emissions from parked vehicles.	**Included.** To the extent feasible, this suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-26.
22. Plant at least 50 percent low-ozone forming potential (Low-OFP) trees and shrubs, preferably native, drought-resistant species, to meet city/county landscaping requirements.	**Incorporated.** The suggested measure to plant low-ozone forming potential trees and shrubs has been added to the project mitigation under **Mitigation Measure 4.3.6.1B**.
23. Plant Low-OFP, native, drought-resistant, tree and shrub species, 20% in excess of that already required by city or county ordinance. Consider roadside, sidewalk, and driveway shading.	**Incorporated.**. The suggested measure to plant low-ozone forming potential trees and shrubs has been added to the project mitigation under **Mitigation Measure 4.3.6.1B**.
24. Orient 75 percent or more of homes and buildings to face either north or south (within 30 degrees of N/S) and plant trees and shrubs that shed their leaves in winter nearer to these structures to maximize shade to the building during the summer and allow sunlight to strike the building during the winter months.	**Not Included** The suggested mitigation measure to orient buildings north or south is not applicable to a warehouse building due to the size and shape of the project site and the resulting size and orientation of the proposed industrial building.
25. Provide grass paving, tree shading, or reflective surface for unshaded parking lot areas, driveways, or fire lanes that reduce standard black asphalt paving by 10% or more.	**A Portion of the Measure is Included.** Tree shading of parking areas is a requirement of all projects and is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-26. Grass paving is not practical in the City's climate and to date not accepted by the Fire Prevention Bureau

Suggested Mitigation Measure	Response
	in addition heavy trucks cannot park on a grass surface.
26. Electrical outlets shall be installed on the exterior walls of all residential and commercial buildings (and perhaps parking lots) to promote the use of electric landscape maintenance equipment.	**Incorporated.** The suggested mitigation measure has been added to reduce air quality emissions as a bulleted item to **Mitigation Measure 4.2.6.3A**.
27. Prohibit gas powered landscape maintenance equipment within residential, commercial, and mixed-use developments. Require landscape maintenance companies to use battery powered or electric equipment **or** contract only with commercial landscapers who operate with equipment that complies with the most recent California Air Resources Board certification standards, or standards adopted no more than three years prior to date of use or any combination of these two themes.	**Incorporated.** The suggested mitigation measure has been added to reduce greenhouse gas emissions as a bulleted item to **Mitigation Measure 4.2.6.3A**.
28. Provide a complimentary cordless electric lawnmower to each residential buyer.	**Not Included.** As stated, the suggested mitigation measure applies to home buyers and is therefore inappropriate.
29. Implement parking cash-out program for non-driving employees.	**Included.** A similar mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-27.
30. Require each user to establish a carpool/vanpool program.	**Included.** To the extent feasible, this suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-27.
31. Create a car sharing program within the planned community.	**Not Included.** The suggested mitigation measure applies to a planned community and is therefore inappropriate.
32. Create a light vehicle network, such as a neighborhood electric vehicle (NEV) system.*	**Not Included.** The suggested mitigation measure applies to a residential neighborhood and is therefore inappropriate.
33. Provide preferential parking for carpool/vanpool vehicles.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-27.
34. Provide subsidies or incentives to employees who use public transit or carpooling, including preferential parking.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-27.
35. Provide secure, weather-protected bicycle parking for employees.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-27.
36. Provide direct, safe, attractive pedestrian access from project to transit stops and adjacent development.	**Not Included.** Pedestrian access to and from the project will take place from the adjacent streets on associated sidewalks that are already provided in the area.
37. Provide direct safe, direct bicycle access to adjacent bicycle routes.	**Not Included.** Bicycle access from the project will take place to and from the project site on the adjacent streets which already exist in the project area.
38. Provide showers and lockers for employees	**Included.** This suggested mitigation measure is already

Suggested Mitigation Measure	Response
bicycling or walking to work.	included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-28.
39. Short-term bicycle parking for retail customers and other non-commute trips.	**Not Included.** As stated, the suggested mitigation measure applies to a retail uses and is therefore inappropriate.
40. Connect bicycle lanes/paths to city-wide network.	**Not Included.** The suggested mitigation measure applies citywide bicycle planning, and is therefore inapplicable.
41. Design and locate buildings to facilitate transit access, e.g., locate building entrances near transit stops, eliminate building setbacks, etc.	**Included as a Part of Site Design**. The project site design includes a bus bay along the site's Perris frontage.
42. Construct transit facilities such as bus turnouts/bus bulbs, benches, shelters, etc.	**Included as a Part of Site Design.** The project site design includes a bus bay along the site's Perris frontage.
43. Provide a display case or kiosk displaying transportation information in a prominent area accessible to employees or residents.	**Incorporated** The suggested mitigation measure has been incorporated as suggested in the Errata to the Final EIR as a bullet to **Mitigation Measure 4.2.6.3A**.
44. Provide shuttle service to food service establishments/commercial areas.	**Not Included.** Warehouse workers tend bring their own lunch because they take a limited lunch break. For this reason, the suggested measure will result in additional vehicular emission as compared to without the suggested measure. Thus, this suggested measure is not warranted.
45. Provide shuttle service to transit stations/multimodal centers.	**Not Included.** The suggested mitigation measure has not been included. The project site design includes a bus bay along the site's Perris frontage. In addition
46. Provide on-site child care or contribute to off-site child care within walking distance.	**Not Included.** The suggested mitigation measure applies to areas with high number of employment and is therefore inapplicable.
47. Implement a compressed workweek schedule.	**Not Included.** The suggested mitigation measure is inapplicable for a high-cube logistics warehouse operation.
48. Implement home-based telecommunicating program, alternate work schedules, and satellite work centers.	**Not Included.** The suggested mitigation measure is inapplicable for a high-cube logistics warehouse operation.
49. All buildings shall be constructed to LEED Platinum standards.	**Not Included.** The process of obtaining a LEED rating of any level (LEED ratings levels are Certified, Silver, Gold, and Platinum, with Platinum being the highest) is not mitigation. However, the specific green building features that are part of the LEED rating equation can reduce air pollution and greenhouse gas emissions impacts by minimizing and reducing the quantity of emissions. Mitigation Measure 4.2.6.3.A in the Draft EIR prescribes a performance standard requiring a 20% improvement in energy efficiency (over and above the 2008 CBC) for the building and lists suggested measures that can be included in the building's design to obtain this improvement in energy efficiency.
50. Design buildings for passive heating and cooling and natural light, including building orientation, proper orientation and placement of windows, overhangs, skylights, etc.	**Not Included.** The suggested mitigation measure is inapplicable for a high-cube logistics warehouse operation.

Suggested Mitigation Measure	Response
51. Construct photovoltaic solar or alternative renewable energy sources sufficient to provide 100% of all electrical usage for the entire Project.	**Included.** A similar mitigation measure is provided in **Mitigation Measure 4.2.6.3A** in the Final EIR Errata. It reads as follows: "The project shall install a photovoltaic array (solar panels) or other source of renewable energy generation on-site, or otherwise acquire energy from the local utility that has been generated by renewable resources, to meet the project's office electricity needs."
52. Install an ozone destruction catalyst on all air conditioning systems.	**Not Included.** The suggested mitigation measures is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, and technological factors and is infeasible.
53. Construct renewable energy sources sufficient to offset the equivalent of 100% of all greenhouse gas emissions from mobile sources (internal combustion engines) for the entire Project.	**Not Included.** The suggested mitigation measure includes implementing carbon offsets in an amount equivalent to 100% of all project mobile source greenhouse gas emission. See Response to Comment E-54. This suggested mitigation measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, and technological factors and is infeasible.
54. Purchase only green/ renewable power from the electric company.	**Included.** A similar mitigation measure is provided in **Mitigation Measure 4.2.6.3A** in the Final EIR Errata. It reads as follows: "The project shall install a photovoltaic array (solar panels) or other source of renewable energy generation on-site, or otherwise acquire energy from the local utility that has been generated by renewable resources, to meet the project's office electricity needs."
55. Install solar water heating systems to generate all hot water requirements.	**Included.** To the extent feasible, this suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-26.

Response to Comment D-46. As indicated in the Draft EIR (Section 4.2.5.1, Air Quality Plan Management Plan Consistency, pages 4.2-14 and 4.2-15), the project is consistent with the City's General Plan and zoning. Therefore, regional planning agencies, including SCAG and the SCAQMD, have already accounted for future industrial use on the proposed project site as part of the land use projections contained in the AQMP and other regional planning documents/programs (i.e., Regional Transportation Plan, etc). Implementation of the AQMP and the modified project-related mitigation measures will help to improve air quality levels in the future. Since the proposed project will contribute to full attainment of national and state ambient air quality standards, future cumulative impacts associated with the proposed and cumulative projects will not make a significant contribution to cumulatively considerable air quality impacts in the region. For clarification purposes, Section 4.2.7.1 Short-Term Air Quality Impacts on page 4.2-25 of the Draft EIR has been modified as shown below and as indicated in Section 3.0 Errata in the Final EIR:

Draft EIR, Section 4.2.7.1 Short-Term Air Quality Impacts, Page 4.2-25

4.2.7.1 Short-Term Air Quality Impacts

The cumulative area for air quality impacts is the Basin. The implementation of the project would contribute criteria pollutants to the area during project construction. A number of individual projects in the area may be under construction simultaneously with the proposed project. Depending on construction schedules and actual implementation of projects in the area, generation of fugitive dust and pollutant emissions during construction would result in substantial short-term increases in air pollutants. However, each project would be required to comply with the SCAQMD's standard construction measures. In addition, implementation of the AQMP will result in improved air quality levels in the future and full attainment of national and state ambient air quality standards, resulting in less than significant cumulative impacts from all short-term and long-term air pollution sources. Therefore, cumulative impacts associated with short-term air quality impacts would be less than significant.

Response to Comment D-47. The commentor states that the biological report that was prepared for the project is outdated and limited in survey coverage, concluding that the EIR fails as an informational document. As indicated in *CEQA Guidelines*, Section 15151, "… an EIR should be prepared with a sufficient degree of analysis to provide decision-makers with information which enables them to make a decision which intelligently takes account of environmental consequences. An evaluation of the environmental effects of a proposed project need not be exhaustive, but the sufficiency of an EIR is to be reviewed in the light of what is reasonably feasible. … The courts have looked not for perfection but for adequacy, completeness, and a good faith effort at full disclosure."

The August 2010 biological report *General Habitat Assessment, 71± Site (APNs: 316-210-071, -073, -075, -076), Moreno Valley, Riverside County California*, Ecological Sciences, Inc., August 1, 2010, referenced in August 2011 Initial Study and the April 2012 Draft EIR is one of several biological studies that have been conducted on the project site and vicinity. While the August 2010 Initial Study and April 2012 Draft EIR incorporated portions of the 2007 biological resource reports (refer to Response to Comment D-3 for a list of all biological technical reports) in describing site conditions, the environmental documents also included substantial additional biological survey data that was collected subsequent to the 2007 biological reports. In fact, additional surveys for burrowing owl, special status plant species, and wetland determination were conducted on the project site by the applicant's biologist in August 2009 and covered the entire project site. This data was revisited in August 2010 and confirmed as still valid. Biological survey reports often have a limited window within which the stated conclusions are considered valid. However, it must be emphasized that the conditions described in the various biological resource reports were verified and updated where necessary during the environmental process. Therefore, contrary to the commentor's opinion, the collective body of survey data for the project site is current, which accounts for the identification and full disclosure of any biological resources of concern on the project site.

2.7.1.1 **Response to Comment D-48.** The Draft EIR (Section 2.5 Effects Found Not to be Significant, 2.5.3 Cultural Resources, pages 2-12 – 2-13) did find that the proposed project would have a less than significant impact on paleontological resources (fossils) with the implementation of Mitigation Measure CUL-1. This determination was based on the Phase I Cultural Resources Assessment and Paleontological Records Review prepared for the proposed project. In that study it was determined that the site has a high potential to contain significant fossil resources due to the presence of early to middle Pleistocene alluvial fan deposits. These resources are the fossilized biotic remains of ancient environments valued for the information they yield about the history of the earth and its past ecological settings.

These resources have the potential for being unearthed and damaged during grading and construction activities and are estimated to lie at approximately 4 feet below ground surface. Construction and grading of the proposed project site will result in soil disturbance below 4 feet, which may unearth previously undetected subsurface paleontological resources. Mitigation Measure CUL-1 has been identified to reduce the significance of paleontological resource impacts.

Response to Comment D-49. The commentor is correct the mitigation measure does state that there would be a discontinuation of monitoring once maximum depth of excavation is met. If there is no excavation of soils there would not be disturbance of fossils (if they are on-site); therefore, why would monitoring be required. It is not the intent of CEQA to excavate the entire site below 4 feet in the case of this project to find fossils if they are there. If construction excavation is only going to a maximum depth of 10 feet and no fossils are found 10 feet below ground surface it can be assumed that the fossils are not within the first 10 feet below ground surface. With the deletion, the monitoring will continue below 4 feet. For clarification purposes that sentence of the Mitigation Measure CUL-1 has been deleted as indicated in Section 3.0 Errata in the Final EIR.

Draft EIR, Section 2.5.3 Cultural Resources, Page 2-13.

Mitigation Measure CUL-1: Prior to construction involving excavation four feet or more below existing surface grade, the construction contractor shall provide evidence that a qualified paleontologist has been retained, and that the paleontologist(s) shall be present during all grading and other significant ground-disturbing activities that reach four feet or more below existing surface grade. ~~If the paleontologist(s) do not find evidence for Pleistocene-era deposits once the maximum excavation depth is reached, monitoring shall be discontinued.~~ In the event fossiliferous deposits are encountered, the following measures shall be implemented:

- Monitoring shall be conducted by qualified paleontological monitor(s) of excavation in areas identified as likely to contain paleontological resources, including undisturbed older Pleistocene alluvium. Paleontological monitors shall be equipped to salvage fossils as they are unearthed, to avoid construction delays, and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates. Monitors shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens. Monitoring may be reduced if the potentially fossiliferous units are determined upon exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources.
- Paleontological monitoring of any earthmoving will be conducted by a monitor, under direct guidance of a qualified paleontologist. Earthmoving in areas of the parcel where previously undisturbed sediments are buried, but not otherwise disturbed, will not be monitored.
  - ~~If too few fossil remains are found after 50 percent of the planned for earthmoving has been completed, monitoring can be reduced or discontinued in those areas at the project paleontologist's direction.~~
  - Preparation of recovered specimens to a point of identification and permanent preservation, including washing of sediments to recover small invertebrates and vertebrates.
  - Identification and curation of specimens into a professional, fully accredited museum repository with permanent retrievable storage. The paleontologist must have a written repository agreement in hand prior to the initiation of mitigation activities.

- Preparation or a report of findings with and appended itemized inventory of specimens. The report and report and inventory, when submitted to the City of Moreno Valley along with confirmation of the curation of recovered of recovered specimens into an established, accredited museum repository, will signify completion of the program to mitigate impacts to paleontological resources.

Response to Comment D-50. The City disagrees with the commentor. Mitigation Measure CUL-1 clearly states **"...***Preparation of recovered specimens to a point of identification and permanent preservation, including washing of sediments to recover small invertebrates and vertebrates and identification and curation of specimens into a professional, fully accredited museum repository with permanent retrievable storage."* Paleontologists are professional scientists and their salvaging efforts would not destroy fossils. The paleontologist's intent and that of the mitigation measure is for construction to stop so the paleontologist can recover the fossil(s) to identify and curate specimens into a professional, fully accredited museum repository with permanent retrievable storage.

Response to Comment D-51. In response to the commentor's comment that portion of Mitigation Measure CUL-1 has been deleted, refer to Response to Comment D-49.

Response to Comment D-52. There is an inherent misunderstanding as to the meaning of archeological and historic resources verses paleontological resources the definition of which is a follows:

Archaeology studies "human cultures" through the recovery, documentation, and analysis of material remains and environmental data, including architecture, artifacts, biofacts, human remains, and landscapes. The main goal of archaeology is to create the most thorough understanding of how and why both historical and prehistoric people lived, to understand the evolution of human society and civilizations, and to use knowledge of ancestors' history to discover insights into modern-day societies.[1]

An **historic resource** is building, structure, site, district, or object which is significant in American history, architecture, archaeology, engineering, and culture.[2]

Paleontology is the scientific study of life forms that existed in the earth's distant past as revealed though the examination of fossils of plants, animals, and other organisms. Included is the study of body "fossils", tracks (ichnites), burrows, cast-off parts, fossilized feces (coprolites), palynomorphs (tiny organic particle of a size between five and 500 micrometers), and chemical residues.[3]

Objective 7.6 and Policies 7.6.1 and 7.6.2 of the City's General Plan are referring to historic and archaeological resources not paleontological resources. As far as General Plan Program 9.7.3 and 7-6, a Phase I Cultural Resources Assessment and Paleontological Records Review (refer to Response to Comment D-49) was prepared for the proposed project that determined that the site has a high potential to contain significant fossil resources due to the presence of early to middle Pleistocene alluvial fan deposits. As a result the Draft EIR includes Mitigation Measure CUL-1 to ensure that there paleontological resources are protected. The City disagrees with the commentor in that the Draft EIR does include feasible enforceable mitigation. To ensure monitoring and enforcement, Mitigation Measure CUL-1 is included in the MMRP (Final EIR Section 4.0).

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1 http://www.newworldencyclopedia.org/entry/Archaeology, website accessed June 5, 2012.

2 http://www.paroute23.com/about_project/glossary.htm#H, website accessed June 5, 2012.

3 http://www.newworldencyclopedia.org/entry/Paleontology, website accessed June 5, 2012.

Response to Comment D-53. The import of fill (220,000 cubic yards) to the project site was considered in the evaluation of the proposed project in the Draft EIR in Sections 4.2 (Air Quality, page 4.2-20), 4.3 (Greenhouse Gas Emissions, calculated using same model as used for Air Quality), and 4.4 (Noise, page 4.4-18). The 80,000 cubic yards of fill that is currently on-site is considered the baseline (existing on-site conditions) and this fill was imported to the project site as part of a previously approved stockpile permit (page 3-3) that predated the proposed project. Traffic impacts associated with the soil import operations were not addressed because the operations would result in negligible effects on the local and regional circulation systems due to low trip generation anticipated for the haul trucks and the temporary in nature of the activity.

Response to Comment D-54. Mitigation Measure GEO-2 has been revised to eliminate any perception of vagueness. To ensure monitoring and enforcement, revised Mitigation Measure GEO-2 is included in the MMRP (Final EIR Section 4.0).
Draft EIR, Section 2.4.4 Geology and Soils, Page 2-16.

> **Mitigation Measure GEO-2:** Prior the issuance of grading permits, the project proponent shall inform the project engineers, architects, owner, maintenance personnel, and other interested parties of the Expansive Soil Guidelines provided in the project's geotechnical analysis [Geotechnical Engineering Investigation Proposed Industrial Development Southwest Corner of Perris Boulevard and Grove View Road Moreno Valley, California, NorCal Engineering, March 7, 2007]. The recommendations identified in the project's Expansive Soil Guidelines shall be ~~reviewed and considered~~ implemented by the project engineers, architects, owner, maintenance personnel, and other interested parties ~~to determine~~ in the applicable design guidelines. Applicable design guidelines shall be included and implemented in the project's grading plans.

Response to Comment D-55. This comment is only a statement of opinion. GHG plans, policies, and regulations are still overall vague and difficult to analyze compliance with. While VMT is a factor of GHG emissions, it is not clear how that relates to GHG plans, policies and regulations. As stated in CEQA Guidelines section 15151, "*An EIR should be prepared with a sufficient degree of analysis to provide decision makers with information which enables them to make a decision which intelligently takes account of environmental consequences. An evaluation of the environmental effects of a proposed project need not be exhaustive, but the sufficiency of an EIR is to be reviewed in the light of what is reasonably feasible. Disagreement among experts does not make an EIR inadequate, but the EIR should summarize the main points of disagreement among the experts. The courts have looked not for perfection but for adequacy, completeness, and a good faith effort at full disclosure.*" The EIR meets the standards of adequacy of an EIR in accordance with CEQA Guidelines section 15151.

Response to Comment D-56. New development projects derive (most of) their energy from the existing energy grids (mainly electricity and natural gas), so the consumption from one individual development project cannot determine the percentage of energy production/generation from the entire energy grid, or what percentage comes from renewable sources. The achievement of renewable energy goals must be set and achieved at a regional or state level, and cannot be assigned to any individual project. The proposed project is designed to allow onsite solar (photovoltaic) electrical generation, but there is no specific end user defined yet. In addition, a number of changes have been made to the recommended Mitigation Measure 4.2.6.3A that addresses greenhouse gases and sustainability. Improvement in project operations that reduces energy consumption results in lowered GHG emissions from area power production facilities. The discussion that follows Table 4.3.B in Draft EIR Section 4.3.5.1 Greenhouse Gas Plan, Policy, and Regulation Consistency supports the EIR's conclusion of consistency.

Response to Comment D-57. The cited SCAQMD tiered thresholds are still only guidance as proposed draft thresholds and do not carry the force of law or adopted regulations. In addition, the commentor has misinterpreted the application of the 5-tier review system recommended by the SCAQMD. The cited thresholds indicate when a particular project under evaluation should move to the next stage of the evaluation (i.e., the next tier) – they are not thresholds against which to specifically determine a significant impact. In addition, as described in the Draft EIR, the greenhouse gas emissions produced by the project do not in themselves represent a project-level significant impact related to greenhouse gases. That conclusion is consistent with guidance provided by CARB and the SCAQMD. The EIR does correctly conclude that the proposed project would make a significant contribution to cumulatively considerable greenhouse gas impacts, even with implementation of the recommended mitigation, including Mitigation Measure 4.2.6.3A as revised in Responses to Comments D-38 and D-39 in this document.

Response to Comment D-58. A more precise water conservation strategy cannot be described at this point in the project development. This Mitigation Measure is included so that some sort of water conservation strategy will be included, when appropriate (i.e., prior to issuance of occupancy permits).

Response to Comment D-59. This comment is only a statement of fact, requiring no response. As there are no quantifiable reductions supplied, there is no reason not to specify these measures.

Response to Comment D-60. This comment is a statement of fact and is noted. No response is required.

Response to Comment D-61. The commentor incorrectly asserts that impacts associated with transport and storage of hazardous materials cannot be mitigated through applicable laws because the tenant is not known. The comment appears to suggest that a future tenant may not abide by applicable laws that regulate hazardous materials. The City assumes, as a reasonable and legitimate part of the CEQA process, that any future tenant of the project building is required to abide by all state and local laws that regulate the transport, use, and storage of hazardous materials. In addition, this project involves warehousing, not heavy or light industrial uses, and so the potential for onsite uses to handle, store, or transport materials that would be hazardous to public health or safety are relatively low, but would ultimately depend on the end user selected to ultimately occupy the project building.

Response to Comment D-62. The commentor states that the EIR fails to undertake an evaluation of water quality impacts beyond the cursory review done for the Environmental Assessment (i.e. Initial Study). The City disagrees with this statement. As identified in the Draft EIR, Section 2.5.6 (Hydrology and Water Quality, page 2-19 – 2-25), the analysis provides a detailed discussion regarding construction and operational activities in relation to water quality and recommends mitigation measures that would ensure that any water pollutants generated during these phases are treated appropriately. The analysis also describes in detail the proposed drainage features and drainage paths that would be constructed on the project site as well as any flooding impacts that the site would be prone to. These discussions and conclusions are based on a project-specific preliminary water quality management plan and hydrology/hydraulic analysis[1]. The water quality analysis was provided as part of the Initial Study subject to public review and comment as part of the NOP process. Based on the input received from the NOP, no additional concerns regarding water quality were identified by

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1 *Preliminary Hydrology Report and Hydraulic Analysis for PA09-004, VIP Moreno Valley, SWC Perris Boulevard and Grove View Road*, Robert A. Bebensee, R.C.E., March 27, 2009, and *Preliminary Water Quality Management Plan, for PA09-0004 VIP Moreno Valley, SWC Perris Boulevard and Grove View Road*, Robert A. Bebensee, R.C.E., July 24, 2009.

an interested member of the public, including the commentor. While the commentor opines that the evaluation of water quality impacts is cursory, the commentor does not provide any meaningful input as to how the analysis can be further evaluated. The water quality analysis included in the Initial Study and Draft EIR represents a good faith effort at full disclosure and no further response is required.

Response to Comment D-63. Section 2.5.6 (Hydrology and Water Quality) of the Draft EIR discussed potential drainage-related impacts resulting from development of the proposed project. As reflected therein, as well as the detailed preliminary Hydrologic and Hydraulic Analysis included as Appendix B-8 *(Preliminary Hydrology Report and Hydraulic Analysis for PA09-004, VIP Moreno Valley, SWC Perris Boulevard and Grove View Road,* Robert A. Bebensee, R.C.E., March 27, 2009) to the Draft EIR, development of the proposed project would result in the construction of impermeable surfaces that will alter the natural drainage of the project site.

As stated in Draft EIR page 2-24, "…storm flows generated from the northerly portion of the proposed building and truck court would be collected by a series of drop inlet catch basins. Storm water runoff generated on site would be routed to three Austin sand filters and pre-treatment hydro-dynamic clarifiers that are intended to remove and reduce the amount of oils, sediment and trash from the storm water. The treated water from these sand filters is pumped into an adjacent on-site storm drain. The on-site storm drain system has been designed to accept a full 100-year storm event and flows would ultimately be routed to the Perris Valley ADP Lateral B-1 in Perris Boulevard that connects to the Perris Valley Storm Drain Lateral B channel. Storm flows generated from the westerly side of the proposed building would be collected by a drop inlet catch basin and routed by pipe to a landscaped swale that would be located along the southerly portion of the property. In the event that the landscape swale receives excess flows, the excess flows would be then routed to a second drop inlet catch basin. From the second drop inlet catch basin, flows would continue to an off-site catch basin and ultimately be routed to the Perris Valley ADP Lateral B-3 in Indian Street, which connects to the Perris Valley Storm Drain Lateral B channel. Storm water runoff generated from the easterly side of the building would be collected by a drop inlet catch basin and route via pipe to a hydro-dynamic clarifier then to an Austin sand filter located in the southeasterly corner of the project site. In the event that the clarifier and sand filter receive excess storm flows, these excess storm flows would be routed to an off-site catch basin and ultimately routed to the Perris Valley ADP Lateral B-1 in Perris Boulevard, which connects to the Perris Valley Storm Drain Lateral B channel. Storm flows generated from would also be routed to a landscaped swale running along the southerly portion of the project site. Flows would then be routed to an Austin sand filter located near the center of the site and ultimately routed to four existing 36-inch diameter reinforced concrete pipes (RCPs) that connect to Lateral B of the Perris Valley Channel. The Austin sand filter located in the southeasterly corner of the project site would also accept stormwater flows from the project site. In the event that flows are in excess of what the sand filter can handle, the excess flows would be directed back to the southerly landscaped swale, and ultimately to an existing 30-inch diameter RCP that connects to Lateral B of the Perris Valley Channel."

The purpose of including Mitigation Measure HYD-05 was to ensure that the preliminary Hydrologic and Hydraulic Analysis was finalized by the City's Engineer and that the calculations contained in the analysis met City requirements. The Draft EIR does not improperly defer mitigation in this regard as an existing preliminary Hydrologic and Hydraulic Analysis has already been prepared for the project. Furthermore, the finalization of hydraulic calculations is a requirement of all projects in the City. Therefore, the inclusion of this requirement as Mitigation Measure HYD-05 is designed to track both the standard requirements and mitigation measures as part of the project's MMRP. Mitigation Measure HYD-05 has been revised accordingly to clarify the finalization of the Hydrologic and Hydraulic Analysis. No further response is required.

Draft EIR, Section 2.5.6 Hydrology and Water Quality Hydrology, Page. 2-24:

> To reduce the flows to below or equal to pre-development conditions, the anticipated on-site flows would be routed to the water quality features such as vegetated swales, clarifiers, and sand filters to reduce flows leaving the site to pre-development flow rates. While the increase in impervious surfaces attributable to the proposed project would contribute to a greater volume and higher velocity of storm water flows, the proposed project's drainage system would accept and accommodate runoff that would result from project construction at or below pre-project conditions. Therefore, the post-development flows generated on the project site would not exceed the capacity of the planned storm water drainage systems. Although adherence to the City's drainage requirements, which includes the preparation of drainage sizing calculations, is required of all applicable development within the City, the incorporation of this requirement as **Mitigation Measure HYD-05** is designed to track both standard requirements and mitigation measures as part of the project's MMRP. ~~To ensure that long-term drainage capacity issues are reduced to a less than significant level, **Mitigation Measure HYD-05** has been identified.~~ With adherence to this mitigation measure, impacts associated with this issue are less than significant.
>
> ***Mitigation Measure HYD-05:*** *Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall receive approval from the City of Moreno Valley, a Final Hydrologic and Hydraulic Analysis based on the City's existing drainage requirements.* ~~*submit a detailed grading plan and drainage report, with supporting engineering calculations, to the City Engineer for review and approval. The plan and report shall incorporate relevant requirements identified by the City and/or site-specific geotechnical investigations. The plan and report shall provide evidence that the storm drainage system would be adequate to convey water for the 100-year storm event from the project site and that the post-development flows exiting the proposed project site are less than or equal to pre-development flows.*~~

Response to Comment D-64. The commentor opines that the project would conflict with an applicable habitat conservation plan or natural community conservation yet does not provide any specific comment as to how the project does conflict. As stated in *CEQA Guidelines,* Section 15151, "… an evaluation of the environmental effects of a proposed project need not be exhaustive, but the sufficiency of an EIR is to be reviewed in the light of what is reasonably feasible. Disagreement among experts does not make an EIR inadequate." The comment posed is identified as being part of the land use discussion. As identified in Draft EIR Section 2.5.7 Land Use, page 2-25 the discussion of the project's consistency with applicable habitat conservation plans is provided in Draft EIR Section 2.5.2, Biological Resources, pages 2-8 – 2-12. The applicable habitat conservation plan for the area is the Western Riverside County MSHCP.

As stated on Draft EIR Section 2.5.2, Biological Resources page. 2-9, "*The MSHCP defines two distinct consistency processes for development projects based on their location within the MSHCP Plan Area, with separate processes for projects located outside of Criteria Areas and those within a Criteria Area. Through implementation of these requirements, development projects are found to be consistent with the MSHCP, and impacts to covered species are considered less than significant. The project site is not located within an MSHCP Criteria Area, but is located in an area requiring habitat assessments for burrowing owl (Athene cunicularia), five Narrow Endemic Plant Species (NEPS), and nine Criteria Area Plant Species (CAPS). A Jurisdictional Delineation is required to assess potential jurisdiction of the ditch running north/south through the center of the project site.*"

Burrowing owls or their sign (pellets, fecal material, or prey remains) were not observed during the habitat assessment surveys (February 2007) or focused surveys (August 2009) conducted on site. It

is unlikely that burrowing owls would be located on site as burrowing owls tend to avoid heavily disked areas because of potential burrows occlude/collapse. However, in the event that burrowing owls are found on site, the inclusion of the Mitigation Measures BIO-1 through BIO-4 (which requires pre-construction surveys for burrowing owl), would fulfill MSHCP requirements. The fulfillment of MSHCP requirements would enable the project to be consistent with the Riverside County MSHCP.

Based on the information contained in the Draft EIR, the five Narrow Endemic Plant Species (NEPS) and nine Criteria Area Plant Species (CAPS) were not observed during the general survey (February 2007) and focused surveys (May, June, and July 2009) conducted on site. Overall, the project site lacks suitable habitat for these species due to historic agricultural activities. Because of the absence of members of the species and suitable habitat, a less than significant impact to special status plants would occur. Since the project would not impact any of the plants identified in the MSHCP, the project is consistent with this component.

The potential for agency jurisdiction of the on-site drainage ditch was assessed as part of the previously referenced Jurisdictional Survey and MSHCP Riparian/Riverine/Vernal Pools Evaluation prepared for the project. The ditch does not meet the three-parameter test for jurisdiction (vegetation, hydrology, and soils). Therefore, the project would not impact jurisdictional waters and would be consistent with the requirements identified in the MSHCP for this component. Based on the analysis contained in the Draft EIR, the project is consistent with the MSHCP, is supported by project specific biological data and survey work, and represents a good faith effort at full disclosure. No further response is required.

Response to Comment D-65. The 3 dBA increase was not identified in the noise impact analysis as a threshold. Rather, it was stated that "audible impacts that refer to increases in noise levels noticeable to humans generally refer to a change of 3 dB or greater, since this level has been found to be barely perceptible in exterior environment;" For noise level changes that are not perceptible by the human ear, they would not cause any audible change and would therefore not result in any significant noise impacts.

Response to Comment D-66. Noise standards identified in the City's Municipal Code are used to determine if projected noise levels from the proposed on-site operations would result in any significant stationary sources noise impacts on sensitive uses in the project vicinity. Failing to comply with these noise standards would cause project operations, after project implementation, to violate the City's Municipal Code. Therefore, it is appropriate to use the City's Municipal Code noise standards to evaluate potential on-site noise-generating operations.

Response to Comment D-67. The City's noise standards in terms of the 24-hour weighted Community Noise Equivalent Level (CNEL), identified in the General Plan Noise Element, are applicable for land use planning purposes to avoid placing noise-sensitive land uses within the high noise impact zones. Use of these noise standards are adequate when proposing noise-sensitive land uses such as residences near airport, railroad tracks, or heavily traveled highways/freeways. Noise standards included in the City's Municipal Code are typically used for enforcement purposes to determine if noise associated with a stationary source would exceed or violate the City's noise standards from stationary sources. They were used in the noise impact analysis (Draft EIR Section 4.4.2.1 City of Moreno Valley General Plan Policies, page 4.4-5) to determine the potential impacts from on-site operations.

Response to Comment D-68. Use of "hard site" is appropriate in an urban area where the majority of the ground surface is paved, and most sound energy is reflected back up in the air. In suburban or rural areas where almost half of the ground surface between the traffic and the receptor location is either vacant land or planted with landscaping vegetation, the use of "soft site" is more appropriate.

Nevertheless, the choice of hard site or soft site for ground reflection only affects the potential noise level on the project site. Project-related changes would be the same under both scenarios. On off-site land uses, the 2013 with project traffic noise levels showed that project-related traffic noise level increases would be 0.8 dBA or less. This range of traffic noise level changes in an outdoor environment gradually over a time period would not be perceptible by the human ear and would not result in any significant noise impacts. As the proposed land use is not noise-sensitive, the use of soft site or hard site for noise reflection would not have any effect on the project findings.

Response to Comment D-69. The proposed project would generate approximately 2,731 vehicular trips a day, and about half of these vehicles are trucks. These project-related vehicles would be 7.5 to 15 percent of the projected 2012 cumulative traffic volumes along roadway segments that would be used by these vehicles. An increase of 7.5 to 15 percent vehicles along these roadway segments would result in an increase of approximately 0.3 to 0.6 dBA on these roads. Even though the proposed project is a distribution facility with higher truck percentage, the change in overall vehicle mix along these affected roadway segments would not be substantial. The resulting traffic noise level changes or increases on off-site land uses would remain small and less than significant. Since the proposed on-site land use is not considered noise-sensitive, and the project-related traffic noise level increases would be the same under both scenarios, this factor would not affect the findings of the noise impact analysis.

Response to Comment D-70. As stated in the Responses to Comments D-65 and D-68, project-related traffic noise level increases would be small and not perceptible by the human ear. The four study roadway segments that have noise levels that already exceed the City's noise standards, with or without the proposed project, have pre-existing conditions that are not a consequence of the proposed project, and therefore, the proposed project is not responsible for the noise level existing noise exceedance on those roadway segments.

Response to Comment D-71. The noise impact analysis for the proposed project (*Noise Impact Analysis VIP Moreno Valley*, LSA Associates, Inc., March 2012) evaluated the long-term operational traffic noise impact in terms of CNEL and the on-site operations noise impact comparing them to the City's Municipal Code noise standards. No exceedance or violation of the noise standards was found and no significant long-term noise impacts would occur. The project site is surrounded by vacant land which is planned for light/industrial uses and commercial/light industrial uses to the south or other existing non-noise-sensitive industrial uses to the north, east and west. The City's Municipal Code states that the noise standards shall apply "*when measured at a distance of 200 feet or more from the real property line of the source of the sound if the sound occurs on privately owned property, or from the source of the sound, if the sound occurs on public right-of-way, public space or other publicly owned property*." In this case, evaluating the potential noise levels at the property line of the nearest existing noise-sensitive land uses (i.e., residences) that are at a distance of 200 feet or more would adequately determine the project's potential noise impacts. Future noise-sensitive land uses, if proposed in the vicinity of the project site, will be required to mitigate noise associated with all neighboring sources, including the proposed project.

Response to Comment D-72. As stated in the Response to Comment D-71, the project site is surrounded by vacant land that is planned for light industrial/business park in the City of Moreno Valley and to the south in the City of Perris for light industrial/commercial uses or other non-noise-sensitive land uses (refer to Figure in the Draft EIR Section 1.0 page 1-3). These land uses that are directly adjacent to the project would not be significantly affected by the project noise. Noise from on-site operations, including loading/unloading and onsite maneuvering, have been adequately evaluated at the nearest noise-sensitive land uses and no significant noise impacts were identified. Truck noise from trucks driving on public streets is not regulated by the local governments (city or county).

Response to Comment D-73. As stated in the Response to Comment D-71, the noise impact analysis evaluated the traffic noise impact in terms of CNEL and the on-site operations were compared to the City's Municipal Code noise standards. No exceedance or violation of the noise standards was found and no significant long-term noise impacts would occur. All potential noise impact sources were identified and properly evaluated. Please refer to Appendix F (*Noise Impact Analysis VIP Moreno Valley,* LSA Associates, Inc., March 2012) of the Draft EIR for more detailed analysis and discussion on these impacts.

Response to Comment D-74. The noise levels obtained from the 1987 edition of Noise Control for Buildings and Manufacturing Plants (Bolt, Beranek & Newman, 1987) represent a conservative analysis for construction equipment. Because of technology advancement, most current day construction equipment emits lower noise levels compared to the 1987 version. In addition, the project site is surrounded by vacant land or other non-noise-sensitive land uses such as industrial uses. Noise from the on-site construction activity would not result in any significant impacts to adjacent uses (Draft EIR, Section 4.4.5.4 Long-Term Operational Noise Impacts. Page 4.4-13).

Response to Comment D-75. As demonstrated in the Responses to Comments D-65 through D-74, no significant noise impacts would occur with the implementation of the mitigation measures for on-site construction and in addition the requirement of the applicant/contractor to follow the City's Municipal Code Mitigation is provided to reduce construction impacts as well. The land uses that are directly adjacent to the project site are not noise-sensitive and would not be significantly affected by project construction noise. Potential construction noise impacts on the nearest noise-sensitive receptor locations, i.e., existing residences approximately 1,000 feet to the north of the project site, have been adequately evaluated and no significant noise impacts were identified.

It should be noted that the *Moreno Valley Municipal Code* in Chapter 11.80.030 Prohibited Acts (Title 11). Sound level limits are established for both continuous and impulsive (momentary) sounds. The City prohibits grading activities between the hours of 8:00 p.m. and 7:00 a.m. and prohibits construction activities from 8:00 p.m. to 6:00 a.m. during the week and between 8:00 p.m. and 7:00 a.m. on weekends and holidays.

The City's Municipal Code, Section 8.14.040.E, specifies the hours of any construction within the City to occur only as follows: Monday through Friday (except for holidays that occur on weekdays), 6:00 a.m. to 8:00 p.m.; weekends and holidays (as observed by the City and described in Chapter 2.55 of the Municipal Code), 7:00 a.m. to 8:00 p.m., unless written approval is obtained from the City building official or City engineer. According to the City's Municipal Code Ordinance 8.21.050, grading permit requirements, the hours are limited to between 7 am and 6 pm weekdays and 8 am to 4 pm on weekends and holidays.

In addition the Draft EIR, page 4.4-17 states "*The nearest noise-sensitive receptor locations to the project site are existing residences approximately 1,000 feet to the north. These nearest residents may be subject to short-term, intermittent, maximum noise reaching 65 dBA L_{max}, generated by construction activities on the project site. The ambient noise associated with vehicular traffic and industrial uses in the project area would mask the majority of the construction noise from the project site. No significant construction noise impacts would occur if construction of the proposed project would occur within the permitted hours of 6:00 a.m. to 8:00 p.m. of any working day, and within the permitted hours of 7:00 a.m. and 8:00 p.m. on weekends and federal holidays. Compliance with the construction hours specified in the City's Municipal Code would result in construction noise impacts that are less than significant. While impacts would be considered less than significant as long as construction activities occur within the designated hours identified in the City's Municipal Code, mitigation measures [Mitigation Measures 4.4.6A – 4.4.6D] have been identified to reduce the noise*

levels that would expose nearby sensitive receptors to noise levels in excess of the City's noise standards."

Response to Comment D-76. As demonstrated in the Responses to Comment D-74, no significant noise impacts would occur with the implementation of the mitigation measures for on-site construction. Therefore, it is not warranted to include these additional mitigation measures, because none of them would apply to this project.

Suggested Mitigation Measure	Response
1. Temporary noise barriers must be installed during project construction.	**Not required.** As indicated in the noise impact study, there are no noise-sensitive land uses in the immediate project neighborhood and no noise barriers would be required during project construction. The proposed project will comply with all mitigation measures identified and comply with applicable federal, State, and City guidelines.
2. Where technically feasible, utilize only electrical construction equipment.	**Not required.** As evaluated in the noise impact study, practical procedures will be taken for the onsite operations. There are no noise-sensitive land uses located in the immediate neighborhood of the project site. No noise impacts would occur.
3. During construction, the developer shall require that all contractors turn off all construction equipment and delivery vehicles when not in use and prohibit idling in excess of 3 minutes.	**Not required.** Construction equipment will be turned off when not in use. Idling for delivery vehicles will be limited to no more than 5 minutes per truck per trip per day, according to the requirements established by the California Air Resources Board.
4. Provide a "windows closed" condition requiring a means of mechanical ventilation (e.g. air conditioning) for all buildings.	**Not required, no nexus to the impact.** As indicated in the noise impact analysis, no significant operation noise impacts would occur for noise-sensitive land uses in the project vicinity. No mitigation measures are required.
5. Provide upgraded windows with a minimum Sound Transmission Class (STC) rating of 34 for all buildings, and/or require the installation of double-paned windows.	**Not required, no nexus to the impact.** As indicated in the noise impact analysis, no significant operational noise impacts would occur for noise-sensitive land uses in the project vicinity. No mitigation measures are required.
6. Keep new transportation facilities away from vibration sensitive areas.	**Not required, no nexus to the impact.** This comment does not apply to the project because no transportation facilities are being proposed.
7. When dealing with existing transportation facilities, obvious vibration causes, such as pot holes, pavement cracks, differential settlement in bridge approaches or individual pavement slabs, etc., may be eliminated by resurfacing.	**Not required, no nexus to the impact.** As indicated in the noise impact analysis, no significant operational noise impacts would occur for noise-sensitive land uses in the project vicinity. No mitigation measures are required.
8. Require the use of rubberized asphalt for construction of all roadways and parking areas.	**Not required, no nexus to the impact.** As indicated in the noise impact analysis, no significant operational noise impacts would occur for noise-sensitive land uses in the project vicinity. No mitigation measures are required.
9. Maintain quality pavement conditions that are free of bumps, pot holes, pavement cracks, differential settlement in bridge approaches or individual pavement slabs, etc.	**Not required, no nexus to the impact.** As indicated in the noise impact analysis, no significant operational noise impacts would occur for noise-sensitive land uses in the project vicinity. No mitigation measures

Suggested Mitigation Measure	Response
	are required.
10. Require resurfacing of roads.	**Not required, no nexus to the impact.** As indicated in the noise impact analysis, no significant operational noise impacts would occur for noise-sensitive land uses in the project vicinity. No mitigation measures are required.
11. Ban heavy trucks near vibration sensitive uses.	**Not required, no nexus to the impact.** As indicated in the noise impact analysis, no significant operational noise impacts would occur for noise-sensitive land uses in the project vicinity. No mitigation measures are required.
12. Use alternate construction methods and tools to reduce construction vibrations. Examples are predrilling of pile holes, avoiding cracking and seating methods for resurfacing concrete pavements near vibration sensitive areas, using rubber tired as opposed to tracked vehicles, placing haul roads away from vibration sensitive areas.	**Not required.** There are no noise sensitive land uses in the immediate project vicinity. Noise and vibration associated with the proposed project would not result in any significant impacts to adjacent uses.
13. Scheduling construction activities (particularly pile driving) for times when it does not interfere with vibration sensitive operations (e.g. night time).	**Not required.** There are no noise sensitive land uses in the immediate project vicinity. Noise and vibration associated with the proposed project would not result in any significant impacts to adjacent uses.

Response to Comment D-77. Refer to Responses to Comments D-74 and D-76, no significant noise impacts would occur with the implementation of the mitigation measures for on-site construction. Mitigation Measure 4.4.6.1D "*During all project site construction activities, the construction contractor shall limit all construction-related activities that would result in high noise levels to between the hours of 6:00 a.m. and 8:00 p.m. on weekdays and between the hours of 7:00 a.m. to 8:00 p.m. on weekends and holidays, unless written approval is obtained from the City Building Official or City Engineer. For grading activity, the hours are limited to between 7:00 a.m. and 6:00 p.m. weekdays and 8:00 a.m. to 4:00 p.m. on weekends and holidays,"* is provided to ensure that the Municipal Code is implemented.

Response to Comment D-78. As demonstrated in the noise impact analysis, project-related traffic noise increases in the project vicinity would be small and not perceptible by the human ear (Draft EIR, Section 4.4.5.3 Long-Term Traffic Noise Impacts, page 4.4-10). Project on-site operational noise impacts were also found to be less than significant (Draft EIR Section 4.4.5.4 Long-Term Operational Noise Impacts, page 4.4-13). Since the projected 2013 traffic volumes include traffic trips from other cumulative projects in the project area, no significant project-related long term cumulative noise impacts would occur.

Response to Comment D-79. The commentor's referral to "traffic counts" is erroneous and is assumed he was referring to the "trip generation" of the project. The trip generation rates for High-Cube Warehouse were the modified National Association of Industrial and Office Properties (NAIOP) rates (based on a 2007 NAIOP letter summarizing the trip generation studies of 13 high-cube warehouses located in western Riverside County) that was approved by the City of Moreno Valley Transportation Engineering staff. The City's modified NAIOP rates are higher than the Institute of Transportation Engineers (ITE) *Trip Generation, 8th Edition* rates for High-Cube Warehouse, therefore the air pollution, greenhouse gas, and trip generation estimates for the proposed project are overstated resulting in a conservative analysis.

ITE *Trip Generation 8th Edition* is the standard used by City of Moreno Valley in determining project trip generation for new developments. When the initial version of the traffic study for the project was first prepared, the previous version, *7th Edition,* of *Trip Generation* was available. In the previous version, the high-cube warehouse category (land use 152) was not utilized because only p.m. peak hour data was available and the sample size was too small. Due to the lack of data with the high-cube warehouse rates, the City analyzed the 2007 NAIOP trip generation rate data and developed reasonable trip generation rates for high-cube warehouse reflecting a full standard deviation above the average rates disclosed in the 2007 NAIOP trip generation study. As stated above, the City's modified NAIOP rates are higher than the current ITE *Trip Generation 8th Edition* rates for high-cube warehouses. Further, the rate for High-Cube warehouse is dependent on the square footage of the building and not the number of dock doors or parking stalls.

Response to Comment D-80. The intersections analyzed in the EIR were based on discussion with City of Moreno Valley Transportation Engineering staff during the scoping process. Furthermore, intersections on Harley Knox Boulevard from Indian Street to Interstate 215 are not part of the 2010 Riverside County Congestion Management Program and were not included in the analysis. The traffic study did not include the intersection of Patterson Avenue/Harley Knox Boulevard in the analysis because project passenger vehicles and trucks will travel eastbound and westbound on Harley Knox Boulevard and would not make left- or right-hand turns to/from Patterson Avenue. For this reason, potential project impacts to the intersection were determined to be not substantial and the intersection was not included as a study intersection.

Caltrans requires analysis to a State highway facility if a project generates over 100 peak hour trips. The project generates over 100 peak hour trips at the Interstate 215/Harley Knox Boulevard interchange and was included in the Project's Traffic Impact Analysis. Project traffic at Cactus Avenue and Ramona Expressway are less than 100 peak hour trips and were not included in the Draft EIR. Based on the City of Moreno Valley Traffic Impact Analysis guidelines, a General Plan Build-out analysis was not required since the project did not propose a General Plan Amendment or Zone Change.

Response to Comment D-81. It appears the commentor is incorrectly stating that analysis of local intersections, local roadways, freeway mainline segments, and freeway merge/diverage areas as conducted in the EIR constitutes segmenting. The comment is therefore unclear and needs refinement to warrant a response.

Nonetheless, the traffic analysis conducted for the project examined project impacts on existing baseline conditions and year 2013 cumulative conditions. For the each time horizon, a.m and p.m. peak hour impacts were assessed based on a level of service analysis of local intersections, local roadways, freeway mainline segments, and freeway merge/diverage areas.

Response to Comment D-82. As stated in the Project TIA *(Traffic Study VIP Moreno Valley,* LSA Associates, Inc., April 9, 2012*)*, the payment of DIF and TUMF fees is considered the appropriate mechanism for the project to contribute to future roadway improvements, resulting in full and complete mitigation of project-specific impacts. The timing to use the TUMF and DIF fees is established through the capital improvement plan (CIP) overseen by the City, which uses traffic counts, trends, and review of traffic accidents to determine the project priority of the improvements. Project priority categories in the City's CIP include essential (start within 1 year), necessary (start within 1 to 3 years), desirable (start within 3 to 5 years), and deferrable (start within 5 to 10 years).

As stated in the Level of Significance After Mitigation following Mitigation Measures 4.5.6.1A and 4.5.6.1B (see page 4.5-19 of the Draft EIR), improvements to Perris Boulevard are out to bid to potential construction contractors, with construction of the improvement anticipated to finish in May of

2013. Page 4.5-19 of the of the Draft EIR also notes that these improvements to Perris Boulevard for the existing plus project condition are consistent with the City's General Plan and are included in the County's TUMF program. The Draft EIR goes on to note that a portion of the City's DIF is allocated toward funding improvements to the City's transportation system, and the specific improvements are based on the General Plan Circulation Element. For these reasons, the Draft EIR concluded that the project's impacts to affected roadway segments (Perris Boulevard) will be mitigated through payment of the City's DIF and the County's TUMF.

As stated in the Level of Significance After Mitigation following Mitigation Measures 4.5.6.2A (see page 4.5-27 of the of the Draft EIR), the improvements defined to maintain the applicable level of service standard at local intersections and roadways in the 2013 cumulative plus project condition will be built per the City's DIF and County's TUMF programs. Payment of these fees in accordance with Mitigation Measures 4.5.6.1A and 4.5.6.1B was therefore determined to be full and complete mitigation of project impacts to roadway segments and intersections in the 2013 cumulative plus project condition. The intersections and roadway segments on Perris Boulevard and Indian Street are included in the City of Moreno Valley's CIP and are planned to be funded by DIF and TUMF. The intersections and roadway segments on Harley Knox Boulevard are included in the City of Perris' "North Perris Road and Bridge Benefit District" and are also planned to be funded by DIF and TUMF. However, the Draft EIR notes that the necessary improvements to freeway segments are outside the City's jurisdiction and therefore the City has no control over when or how these improvements will be put in place, the impacts to freeways would remain significant and unavoidable until such improvements are built.

It should also be noted that the City also uses other funding sources for future roadway improvements such as Measure "A" (Fund 125), gas tax fund (Fund 121), SCAG Article 3 (SB 821 Grant Awards), proposition 42 replacement funds (Fund 224), CDBG (Fund 285), general city capital projects fund (Fund 412), and public works general capital projects fund (Fund 414). Furthermore, the Perris Boulevard widening project that is expected to begin construction in July 2012 is anticipated to be 100% paid for by TUMF funding (CIP 2012-2013). Improvements in the City that are covered by DIF funds in the CIP 2012-2013 include Cactus Avenue EB improvements/I-215 to Veterans Way, Cactus Avenue EB improvements/Veterans Way to Heacock Street, and Day Street Widening, Heacock Street/Perris Valley Storm Drain to Cactus Avenue, and Ironwood Avenue/Perris Boulevard to Nason Street.

The commentor assumes that all cumulative projects will be built by 2013 and therefore all roadway improvements recommended in the project TIA will be required by 2013. However, the cumulative (2013) scenario analyzed in the project's TIA analysis is a scenario required by the City and doesn't represent real world conditions where most cumulative projects won't be built by 2013 and therefore all improvements won't be required.

Response to Comment D-83. Please refer to the Response to Comment D-82.

Response to Comment D-84. Please refer to the Response to Comment D-82.

Response to Comment D-85. Please refer to the Response to Comment D-82.

Response to Comment D-86. Please refer to the Response to Comment D-82.

Response to Comment D-87. The commentor appears to be suggesting that, because the proposed project exceeds SCAQMD construction and operational emission thresholds, it cannot be consistent with SCAQMD's AQMP. The purpose of the daily thresholds is to provide benchmarks against which to examine a project's short-term (construction) and long-term (operational) air quality impacts as part

of the CEQA process. The purpose of the AQMP is to provide regulation and guidance for achieving federal and state criteria attainment status in the future. The daily thresholds and the AQMP therefore serve two separate and distinct purposes. The land uses proposed by this project are consistent with the local and regional plans that form the basis for the AQMP (i.e., the City's General Plan and SCAG's Regional Comprehensive Plan and Regional Transportation Plan). Therefore, the proposed project is consistent with the AQMP. However, the SCAQMD has also established daily thresholds for construction and operational air pollutant emissions that, if exceeded, represent a significant air quality impact under CEQA. As described in the project's air quality study and the EIR Section 4.2 Air Quality, the proposed project exceeds one or more daily thresholds for both construction and operations. Therefore, the project can be consistent with the AQMP as well as exceed daily thresholds for construction and operational air pollutant emissions. Also refer to Response to Comment D-46 for a discussion on the project's consistency with the AQMP.

Response to Comment D-88. The proposed project will create jobs, providing the opportunity for City of Moreno Valley residents to find employment close to their homes. Although the quantity of commute travel reduction is virtually impossible to calculate, the project will create the potential for reduction in commuting distances for employees that reside in the City or in other municipalities near the project site. Regarding traffic impacts, see Response to Comment D-83. The City has determined that payment of DIF and TUMF fees is considered the appropriate mechanism for the project to contribute to future roadway improvements, resulting in full and complete mitigation of project-specific impacts.

Response to Comment D-89. The commentor opines that the goal of "diversifying the region's economy" is not satisfied by "add[ing] to the City's portfolio of industrial services." As stated in *CEQA Guidelines,* Section 15151, "… an evaluation of the environmental effects of a proposed project need not be exhaustive, but the sufficiency of an EIR is to be reviewed in the light of what is reasonably feasible. Disagreement among experts does not make an EIR inadequate." The commentor is selective in which part of the goal is focused on and fails to take the entirety of all the economy goals into consideration. The full goal from which "diversifying the region's economy" was pulled from is as follows:

"**Goal** Promote sustained economic health through diversifying the region's economy, strengthening local self-reliance and expanding competitiveness."

The EIR does not make the assertion that the addition of the project would diversify the region's economy. Furthermore, it appears that the goal is to promote sustained economic health through a three pronged approach – diversifying the region's economy, strengthening local self-reliance, and expanding competitiveness. As stated on Draft EIR page 5-10, "…*the proposed project would add to the City's portfolio of industrial services, which would enable the City to be more self-reliant through the provision of goods and services to residents within the City. Through the addition of the proposed project, the City would also expand its economic competitiveness with other areas in the region. Therefore, the proposed project is consistent with this policy.*"

These statements are supported by analysis contained in the Draft EIR. Specifically, the analysis contained in the Economy Chapter (Draft EIR page 5-10) identifies the number of jobs that would be created as part of the project and the balancing of the jobs to housing ratio in the City which generally would allow for the City to be more self-reliant. As identified in Table 2.C of the Draft EIR (Cumulative Projects List page 2-34), there are multiple warehousing projects within adjacent jurisdictions (e.g. City of Perris, City of Riverside, and County of Riverside). The addition of the proposed project would enable the City to offer a similar type of warehousing stock in comparison to other areas in the region.

Lastly, the commentor does not offer any specific detail as to how the analysis contained in this section is unsupported. The analysis contained in the Draft EIR represents a good faith effort at full disclosure and no further response is required.

Response to Comment D-90. The commentor states that Draft EIR fails to evaluate how the project is consistent with the Compass Growth Vision Principles. Table 5.D has been added to the EIR (Section 3.0 Errata in the Final EIR) indicating the proposed project's consistency with the Compass Growth Vision Principles. No further response is required.

Draft EIR, Section 5 5.4 Consistency With Local And Regional Plans, Page 5-12:

> ~~The proposed project is consistent with the four principles identified above. The nature of the proposed project allows the transport of commodities from a single area rather than multiple areas, minimizing vehicle trip generation. The proposed project supports the prosperity for all people by providing employment opportunities close to existing housing within the City of Moreno Valley. The proposed project is located in an area that is already developed with urban uses and where existing infrastructure (freeway, sewer, electrical, water, etc.) is accessible. During the construction of the project and as needed throughout the process, necessary utility and roadway improvements will be installed or extended to the project site from adjacent existing facilities. The utility and roadway improvements will facilitate future growth in the surrounding area. The development of the proposed project is consistent with the land use vision for the site and will augment existing services available in the City and region.~~

In addition, a new table (Table 5.D: Compass Growth Vision Report Consistency) has been added as follows.

Table 5.D: Compass Growth Vision Report Consistency

Policy	Consistency Analysis
Principle 1: Improve mobility for all residents. • Encourage transportation investments and land use decisions that are mutually supportive. • Locate new housing near existing jobs and new jobs near existing housing. • Promote a variety of travel choices.	The project is consistent with this principle. The actions associated with implementation of the proposed project would allow for warehousing uses to be clustered around other industrial and commercial uses and would encourage a reduction of vehicle miles traveled within the City. Implementation of the project would create approximately 646 jobs. Existing housing is located approximately 1 mile to the north and 2 miles to the south of the project site. The project is consistent with this portion of Principle 1. There are a number of transit-oriented strategies that could be implemented by the proposed project to encourage alternate modes of travel, including informational strategies, incentives, and services. (Refer to Mitigation Measure 4.2.6.3A).

Table 5.D: Compass Growth Vision Report Consistency

Policy	Consistency Analysis
Principle 2: Foster livability in all communities. • Promote developments which provide a mix of uses. • Promote "people scaled, "walkable communities. • Support the preservation of stable, single-family neighborhoods.	The project is consistent with the applicable portions of this principle. The proposed project is a warehousing project and does not include any residential uses. Therefore, the project is not considered to be a mixed use project and this portion of Principle 2 is not applicable to the project. The project site is located in an industrial warehouse area. The project would include sidewalks so that the opportunity of being walkable within this warehouse area is possible. Therefore, the project is consistent with this portion of Principle 2. The proposed project is a warehousing project and does not include any residential uses. Therefore this portion of Principle 2 is not applicable to the project.
Principle 3: Enable prosperity for all people. • Provide in each community a variety of housing types to meet the housing needs of all income levels. • Support educational opportunities that promote balanced growth. • Ensure environmental justice regardless of race, ethnicity, or income class. • Support local and state fiscal policies that encourage balanced growth. • Encourage civic engagement.	Based on the information provided below, this principle is not applicable to the project. The proposed project is a warehousing project and does not include any residential or educational uses. Therefore this portion of Principle 3 is not applicable to the project. The project site is vacant and the project located in an area identified for industrial and commercial uses. Therefore, this issue not applicable to the project. The supporting of local and state fiscal policies and the encouragement of civic engagement is at the City level not the project level. Therefore, this portion of the principle is not applicable to the project.
Principle 4: Promote sustainability for future generations. • Focus development in urban centers and existing cities. • Develop strategies to accommodate growth that uses resources efficiently, eliminate pollution and significantly reduce waste. • Utilize "green" development techniques.	The project is consistent with this principle. The proposed project is located in an area that is already developed with urban uses and where existing infrastructure (freeway, sewer, electrical, water, etc.) is accessible. Mitigation Measure 4.3.1.6B requires the project to implement various sustainability strategies and "green" development techniques that uses resources efficiently, eliminates pollution, and reduces waste.

Response to Comment D-91. See Response to Comment D-53. The import of fill (220,000 cubic yards) to the project site was considered in the evaluation of the air quality impacts attributable to the proposed project (Section 4.2 Air Quality, page 4.2-20) The 80,000 cubic yards of fill that is currently on-site is considered the baseline (existing on-site conditions) and this fill was imported to the project site as part of a previously approved stockpile permit (page 3-3) that predated the proposed project.

Response to Comment D-92. As noted in Response to Comment D-11, the commentor incorrectly asserts that the environmentally superior alternative meets most project objectives and must be approved instead of the proposed project. Although the City concedes that the environmentally superior alternative (reduced density) will result in reduced air pollution and GHG emissions, it bears

noting that impacts associated with these issues would remain significant and unavoidable for air quality, global climate change, and traffic in the same manner as the proposed project (see Table 6.K, page 6-31). The significant and unavoidable project impacts associated with greenhouse gas emissions and traffic cannot be reduced to less than significant though reduction in the size of the project. However, the significant and unavoidable project impacts associated with air quality can be eliminated if the project is reduced to approximately 90,000 square feet (based on a linear reduction in the project's 990 pounds per day of operational NO_x emissions to below the 55 pounds per day threshold).

The commentor mistakenly claims that the reduced intensity alternative (Alternative 2) would meet the following project objectives: "Provide a high density, high-quality large-scale industrial development to provide jobs for residents at a variety of income levels" and "Cluster industrial warehouse uses near efficient access points to the state highway system to reduce traffic congestion on surface streets and to reduce concomitant air pollutant emissions from vehicle sources reduces impacts to air quality, global climate change, and traffic." This is due to the fact that reduced-intensity development patterns are in concept diametrically opposite of the highly dense form of development patterns that are characteristic of clustered development. Said another way, the reduced intensity alternative would result in use of the entire project site in an inefficient manner with associated negative effects such as sprawl.

Response to Comment D-93. The commentor mistakenly claims that there is no basis for the Draft EIR statement that the reduced intensity alternative would have impacts similar to the proposed project. As shown in Table 6.K, the reduced intensity alternative (Alternative 3) would reduce impacts to air quality, global climate change, and traffic. This is due to the reduction in the air pollution emissions, greenhouse gas emissions, and trip generation attributable to the alternative linearly related to the reduction in building square footage (1,616,133 square feet versus 1,212,100 square feet). However, the significant and unavoidable impacts associated with this alternative would remain, similar to the proposed project.

Response to Comment D-94. See Response to Comment D-92.

Response to Comment D-95. See Response to Comment D-93. The significant and unavoidable air quality, global climate change, and traffic impacts associated with the reduced intensity alternative would remain, similar to the proposed project.

Response to Comment D-96. It is not clear as to what the commentor is attempting to point out. If the commentor is suggesting that an alternative be examined that couples both a reduction in development intensity and at an alternative site, the City disagrees. The purpose of the alternative site is to examine the possibility of reducing project impacts by moving it to an alternate location.

Response to Comment E-97. The commentor has attached various references. No response is required.

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June 3, 2012

RE: VIP Moreno Valley project's Draft Environmental Impact Report (DEIR).

The Sierra Club appreciates this opportunity to comment on this DEIR. Much of what you will read below was in our NOP comments, but we feel they were not adequately addressed. We hope to read your responses in the FEIR which do fully answer our comments, concerns, suggestions and questions. Most of our concerns are about Global Warming, Climate Change, Greenhouse Gas Pollution and Air Pollutant emissions. These concerns can be read below and we expect this project to do everything possible to mitigate these problems in our non-attainment area. Your NOP mentions that the consumption of electricity by this warehouse "would generate air pollutant emissions." While the Sierra Club understands that you "expect to reach LEED certified rating", we do not understand why you do not match the higher Gold LEED certification recently agreed to by the Alessandro Business Center warehouse in the City of Riverside or even the LEED Silver of Skechers. In fact your words do not guarantee anything about even reaching the lowest level of LEED certification. The City needs to require you to hire a LEED expert and then require you to become LEED certified--hopefully higher than just certified. You could pay less than $1,000 and lock in current LEED standards for your building. Through the installation of solar panels and other LEED ideas you could avoid generating air pollutants with the electricity you consume. This warehouse and all warehouses need to be required to have their roofs built to accommodate the maximum number of solar panels. You are now able to sell excess energy back and earn money as well as do right for our non-attainment area. The DEIR indicates that the "proposed project would unavoidably contribute to significant long-term cumulative air quality impacts."(p 4.2-29) The Sierra Club does not believe it is totally unavoidable. The fact you are given a cafeteria list of mitigations to chose from shows that there is more that could and should be done to protect the health of area residents. Why isn't there a requirement to exceed Title 24 by at least 25% instead of just "exceed" Title 24? (p 4.3-25) Agreeing to require 90% of your off road construction equipment meet Tier III standards would also significantly help our non-attainment city and county. Your DEIR only mentions Tier II and therefor it shows you are not serious about the health of the area's residents.

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Continuing to pave over Prime Agricultural lands as well as those of Local and State Importance must be mitigated. Having locally grown products also cuts down on the Climate Change problems mentioned above and below. Recently a developer donated $100,000 to the Riverside Land Conservancy to help mitigate for the loss of Ag Lands. The San Jacinto Basin Resource Conservation District is another entity which would use your monetary donation to mitigate the loss of important Ag lands as well as the loss of lands for raptor foraging. It is therefore incorrect to say that "no feasible mitigation is available." Please consider how your project will seriously mitigate you impacts to Agriculture. You should also make sure your parking provides ample reserved spaces for several form of cars using alternative fuels. Their parking lot also needs to be made of porous material to help with ground water recharge and to lessen run off. 7 8 9

The Sierra Club appreciates that you have the World Logistic Center on your Cumulative Project List. We, however, do not believe all of your analysis have included this massive project. The FEIR will be inadequate unless this and all other projects are part of the analysis in each area of the FEIR. I also did not see the Pro Logis project listed which would be located near the Moreno Valley Auto Mall. Since some of Moreno Valley's designated truck routes pass by schools and their playgrounds, the Sierra Club expects the FEIR to explain what requirements will be placed on the tenants to avoid this very toxic situation as well as the truckers who will deliver/pickup products for your warehouse. The FEIR needs to show the walking/bicycling routes students take to and from school as well as show how this project's diesel truck traffic will impact the health of these students. There are two schools which are only about one mile from the project as well as others which may have students impacted by VIP's toxic diesel trucks. The projects distance from homes needs to be easily understood as well as all the paths trucks could take to the warehouse. Requiring staging areas for diesel equipment to be only a couple of hundred feet from sensitive receptors is inadequate for the health of Moreno Valley Residents. How will you protect the warehouse workers from the long term health affects of breathing toxic diesel emissions throughout their workday and employment? What equipment will you make sure is electric instead of diesel or gasoline in order to lessen pollution and better protect the workers--this includes gardening equipment? The FEIR needs to explain how noise barriers used during construction and use of the warehouse could lessen impacts identified in the Initial Study. Impacts to our local streets as well as our very crowded freeways need to be explained so the average citizen will understand. The FEIR-not just appendices- needs to show the length of trips the diesel trucks will be taking when driving to and from the warehouse as well as their routes. We need to know the maximum number of tucks which will use this warehouse each workday and not just after the first year, but when the warehouse is being used to its maximum capacity during peak times of the year. Your traffic analysis is inadequate unless it includes all of SR 60 which border any part of Moreno Valley. This two and three lane roadway will be significantly affected by VIP traffic-especially when part of cumulative impacts. Decision makers have a right to know before they vote that the section of SR 60 passing through Moreno Valley will become a parking lot with significant pollution. Even your own analysis of some major intersection in our City show they will become LOS F by 2013. Simply paying into a pot of money which may not be used in the impacted part of Moreno Valley does not mitigate your traffic. 10 11 12 13 14 15 16 17 18 19 20

The land should not be disced or graded for at least six months prior to doing the Burrowing Owl survey otherwise many will believe you are just making it difficult on this special animal as well as making it more likely it will be listed as endangered. The Sierra Club believes the FEIR will 21 22

be inadequate unless our concerns and issues found throughout this letter are thoroughly addressed within the document. 22

I. THE DEIR MUST ADEQUATELY ADDRESS THE IMPACTS OF GLOBAL WARMING AND CLIMATE CHANGE

As a potential significant impact, the Final EIR (FEIR) must more thoroughly evaluate alternatives and mitigation measures that would reduce the Project's greenhouse gas emissions. Curbing greenhouse gas emissions to limit the effects of climate change is one of the most urgent challenges of our time. Fortunately, the California Environmental Quality Act ("CEQA"), Cal. Pub. Res. Code ¤¤ 21000 et seq., 14 Cal. Code Regs. ¤ 15000 et seq. ("Guidelines"), set forth a clear and mandatory process to address the Project's greenhouse gas and global warming impacts. This letter sets forth how this analysis should be completed. 23

A. THE DEIR MUST ADEQUATELY SET FORTH THE THREAT OF GREENHOUSE GAS POLLUTION AND GLOBAL WARMING

The FEIR must discuss the grave threats posed by global warming to California and the world. Current scientific consensus on climate change has now determined that the link between greenhouse gas emissions and global warming is highly certain. In California, elected leaders, through Executive Order S-03-05 and the California Global Warming Solutions Act of 2006 (AB 32), have also squarely linked greenhouse gases with global warming. 24

In order to conform to CEQA's informational mandates and properly inform the public and decision makers of the significance of the Project's contribution to greenhouse gases, the DEIR must first adequately discuss the threat posed by greenhouse gas emissions and avoid minimizing or discounting the severity of global warming's impacts. *See* Guidelines ¤ 15151. *See, e.g., Laurel Heights Improvement Ass'n v. Regents of Univ. of Cal.* ("Laurel Heights I"), 47 Cal.3d 376, 392 (1988) (EIR is intended "to demonstrate to an apprehensive citizenry that the agency has, in fact, analyzed and considered the ecological implications of its action."); Guidelines ¤ 15151 (requiring an FEIR be detailed, complete, and reflect a good faith effort at full disclosure). A discussion of global warming impacts need not be lengthy, but should, at a minimum, convey the magnitude of the threat posed by global warming to humans and the environment. For the City's convenience, a scientific background on global warming and the specific threats posed to California is provided below. 25 26

i. Scientific Background on Climate Change

There is no longer credible scientific dispute that the climate is warming. In its most recent assessment, the Intergovernmental Panel on Climate Change ("IPCC") concluded that "[w]arming of the climate is unequivocal, as is now evident from observations of increases in global average air and ocean temperatures, widespread melting snow and ice, and rising mean sea level." (IPCC 2007a). Expressed as a global average, surface temperatures have increased by about 0.74°C over the last hundred years, with 11 of the 12 warmest years on record having occurred in the past 12 years (IPCC 2007a). In September 2007, Arctic sea ice plummeted to a record-low level not anticipated by most climate models until 2050, leading scientists to predict 27

that the Arctic could be ice-free in summer by 2030 (National Snow & Ice Data Center 2007).[1] Other observed consequences of the warming climate include sea level rise, increased frequency of droughts, floods, and heat waves and substantial increases in the duration and intensity of hurricanes (IPCC 2007a).

The IPCC now states with "very high confidence" that most of the warming observed over the past 50 years is the result of human generation of greenhouse gases, including carbon dioxide, methane, and nitrous oxide[2] (IPCC 2007a). The rapid warming observed since the 1970s has occurred in a period when the increase in greenhouse gases has dominated over all other factors (IPCC 2007a). The largest known contribution to global warming is from carbon dioxide (IPCC 2007a). Fossil fuel combustion is responsible for more than 75% of human caused carbon dioxide emissions with the remainder due to land-use change (primarily deforestation) (IPCC 2007a). The global atmospheric concentration of carbon dioxide has increased from a pre-industrial value of about 280 parts per million (ppm) to 379 ppm in 2005, a level that has not been exceeded during the past 650,000 years (during which carbon dioxide concentrations remained between 180 and 300 ppm). (IPCC 2007a; Canadell et al. 2007). In 2006, carbon dioxide concentrations reached a new high of 381.2 ppm (World Metrological Organization 2007). As greenhouse gas concentrations increase, more heat reflected from the earth's surface is absorbed by these greenhouse gases and radiated back into the atmosphere and to the earth's surface.[3] Consequently, the higher the level of greenhouse gas concentrations, the larger the degree of warming experienced. 27

At current growth rates and continued reliance on fossil fuels, atmospheric concentrations of carbon dioxide would likely exceed 1,000 ppm by the end of the century, resulting in an average global temperature increase of more than 5°C (United Nations Foundation & Sigma XI 2007). This is equivalent to the change in temperature since the last ice age – an era in which Europe and North America was under more than one kilometer of ice (United Nations Foundation & Sigma XI 2007). The growing consensus among climate scientists is that the threshold for dangerous climate change, whereupon a potential "tipping point" is reached and ecological changes become dramatically more rapid and out of control, is estimated at a temperature increase of around 2°C from pre-industrial levels, or an atmospheric concentration of carbon dioxide of approximately 450 ppm (United Nations Foundation & Sigma XI 2007; IPCC 2007c). In 2006, Dr. James E. Hansen, Director of the NASA Goddard Institute for Space Studies, and NASA's top climate scientist, stated: "In my opinion there is no significant doubt (probability > 99%) that . . . additional global warming of 2° C would push the earth beyond the tipping point and cause dramatic climate impacts including eventual sea level rise of at least several meters, extermination of a substantial fraction of the animal and plant species on the planet, and major regional climate disruptions" (Hansen et al. 2006). More recently however, given the recent unpredicted and extreme rate of loss of arctic ice observed in 2007, Dr. Hansen

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[1] Based on the startling loss of sea ice in 2007, some scientists have predicted that "the Artic Ocean could be nearly ice-free at the end of the summer by 2012." Seth Borenstein, *Ominous Arctic Melt Worries Experts*, Associated Press, Dec. 11, 2007.

[2] *IPCC, 2007: Summary for Policymakers, in* CLIMATE CHANGE 2007: THE PHYSICAL SCIENCE BASIS, CONTRIBUTION OF WORKING GROUP I TO THE FOURTH ASSESSMENT REPORT OF THE INTERGOVERNMENTAL PANEL ON CLIMATE CHANGE at 4 (Susan Solomon et al. eds., Cambridge Univ. Press 2007) at 2-3. "Very high confidence" is defined at "at least a 9 out of 10 chance of being correct." *Id.* at 3 n.7.

[3] Greenhouse gases have a warming effect because, when solar radiation is reflected by the earth, greenhouse gases capture this thermal radiation and reradiate it back to earth, much like the effect of a common garden greenhouse resulting in the "greenhouse effect."

concluded that "the safe upper limit for atmospheric CO_2 is no more than 350 ppm" (McKibben 2007). Moreover, according to Hansen, just 10 more years of "business-as-usual" global emissions will make it difficult, if not impossible, to keep atmospheric concentrations of greenhouse gases at levels necessary to avoid a temperature increase above 2°C (Hansen et al. 2007).

Keeping the climate within the 2°C threshold requires significant reductions in the world's greenhouse gas emissions. To reach this objective, it is estimated that developed countries would have to target an emissions peak between 2012 and 2015, with 30 percent cuts by 2020 and 80 percent cuts from 1990 levels by 2050 (United Nations Foundation & Sigma XI 2007). In recognition of need for immediate action, California has committed itself though Executive Order S-3-05 and the California Global to reduce the state's emissions to 1990 levels by 2020 and by 80% reductions from 1990 levels by 2050. Ca. Health & Safety Code ¤ 38550; Cal. Executive Order S-3-05 (2005).

The costs of taking no action to reduce greenhouse gas emissions far outweigh the costs of stabilizing emissions. The Stern Review of the Economics of Climate Change, a comprehensive report commissioned by the British government, recently concluded that allowing current emissions trajectories to continue unabated would eventually cost the global economy between 5 to 20 percent of GDP each year within a decade, or up to $7 trillion, and warned that these figures should be considered conservative estimates (Stern 2006). By contrast, measures to mitigate global warming by reducing emissions were estimated to cost about one percent of global GDP each year, and could save the world up to $2.5 trillion per year (Stern 2006). The Stern Report determined that if no action is taken to control greenhouse gas emissions, each ton of CO_2 emitted causes damage worth at least $85 (Stern 2006). 27

ii. Impacts to California from Global Warming

Climate change poses enormous risks to California. Scientific literature on the impact of greenhouse gas emissions on California is well developed.[4] The California Climate Change Center ("CCCC") has evaluated the present and future impacts of climate change to California and the project area in research sponsored by the California Energy Commission and the California Environmental Protection Agency (Cayan et al. 2007). The severity of the impacts facing California is directly tied to atmospheric concentrations of greenhouse gases (Cayan et al. 2007; Hayhoe et al. 2004). According to the CCCC aggressive action to cut greenhouse gas emissions today can limit impacts, such as loss of the Sierra snow pack to 30%, while a businessas-usual approach could result in as much as a 90% loss of the snowpack by the end of the century. As aptly noted in a report commissioned by the California EPA:

Because most global warming emissions remain in the atmosphere for decades or centuries, the choices we make today will greatly influence the climate our children and grandchildren inherit. The quality of life they experience will depend on if and how rapidly California and the rest of the world reduce greenhouse gas emissions (Cayan et al. 2007).

Some of the types of impacts to California and estimated ranges of severity – in large part dependent on the extent to which emissions are reduced – are summarized as follows:

• A 30 to 90 percent reduction of the Sierra snowpack during the next 100 years, including earlier melting and runoff.

• An increase in water temperatures at least commensurate with the increase in air

[4] Additional reports issued by California agencies are available at http://www.climatechange.ca.gov, and IPCC

temperatures.
• A 6 to 30 inch rise in sea level, before increased melt rates from the dynamical properties of ice-sheet melting are taken into account.
• An increase in the intensity of storms, the amount of precipitation and the proportion of precipitation as rain versus snow.
• Profound impacts to ecosystem and species, including changes in the timing of life events, shifts in range, and community abundance shifts. Depending on the timing and interaction of these impacts, they can be catastrophic.
• A 200 to 400 percent increase in the number of heat wave days in major urban centers.
• An increase in the number of days meteorologically conducive to ozone (O_3) formation.
• A 55 percent increase in the expected risk of wildfires (Cayan et al. 2007).
By providing details as to the ranges of proposed impacts, and indicating that the higher-range of impact estimates are projected if greenhouse gas emissions continue to increase under a "business as usual" scenario, decision-makers and the public will be better informed of the magnitude of the climate crisis and the urgency with which it must be addressed. 27
Finally, the DEIR should also include a brief discussion of other laws to address climate change, including California's mandate to reduce emissions to 1990 levels by 2020 and goal of further reducing emissions to 80% below 1990 levels by 2050. Achievement of state mandated emissions reductions will be severely impeded if agencies across the state continue to approve *new* projects without incorporating measures to reduce the added emissions created by these. 28

B. The EIR the Project Must Include an Inventory and Analysis of the Project's Projected Greenhouse Gas Emissions

The first step in determining a project's greenhouse gas pollution impact is to complete a full inventory of all emissions sources. In conducting such an inventory, all phases of the proposed project must be considered. *See* 14 Cal. Code Regs. ¤ 15126. A basic requirement of CEQA is that "[a]n EIR should be prepared with a sufficient degree of analysis to provide decision-makers with information which enables them to make a decision which intelligently takes account of environmental consequences." 14 Cal. Code Regs. ¤ 15151. The greenhouse gas inventory for a project must include a complete analysis of all of a project's substantial sources of greenhouse gas emissions, from building materials and construction emissions to operational energy use, vehicle trips, water supply and waste disposal. 29 30 31
A greenhouse gas inventory for the project must include the project's direct and indirect greenhouse gas emissions. *See* 14 Cal. Code Regs ¤ 15358(a)(1) (Indirect or secondary effects may include effects related to induced changes in the pattern of land use, population density, or growth rate, and related effects on air and water and other natural systems, including ecosystems.). Consequently, a complete inventory of a project's emissions should include, at minimum, an estimate of emissions from the following: 32
• Fugitive emissions of greenhouses gases, such as methane, from the proposed project;
• Emissions during construction from vehicles and machinery;
• Manufacturing and transport of building materials;
• Electricity generation and transmission for the heating, cooling, lighting, and other energy demands of the project;
• Water supply and transportation to the project; 33

• Vehicle trips and transportation emissions generated by the project;
• Wastewater and solid waste storage or disposal, including transport where applicable; and
• Outsourced activities and contracting. 33

Methodologies are readily available to inventory the emissions from the proposed project. In its recent white paper, CEQA & Climate Change, Evaluating and Addressing Greenhouse Gas Emissions from Projects Subject to the California Environmental Quality Act (Jan. 2008), the California Air Pollution Control Officers Association (CAPCOA) set forth methodologies for analyzing greenhouse gas pollution (CAPCOA 2008) The California Office of Planning and Research ("OPR") has also released technical guidance on the preferred approach for analyzing greenhouse gas emissions and climate change entitled "Technical Advisory, CEQA and Climate Change: Addressing Climate Change through California Environmental Quality Act Review" (California OPR 2008). OPR also provides references to methodologies to quantify greenhouse gas emissions. In addition to the methodologies set forth by CAPCOA and OPR, ICLEI's Clean Air/Climate Protection (CACP) software allows cities to calculate emissions reductions, track and quantify emission outputs, and develop emissions scenarios to inform the planning process.[5] As noted in the ICLEI Climate Action Handbook, "Expertise in climate science is not necessary" to conduct an emissions inventory and compare this inventory against a forecast year (ICLEI). "A wide range of government staff members, from public works to environment and facilities departments, can conduct an inventory" (ICLEI). ICLEI also provides technical assistance and training to local government using the CACP software. It is incumbent on the City to "disclose all it can" about project impacts and educate itself on methodologies that are available to measure project emissions. *Berkeley Keep Jets Over the Bay Comm. v. Board of Port Comm'rs ("Berkeley Jets")*, 91 Cal. App. 4th 1344, 1370 (2001). 34

As with any other project under CEQA, the baseline used for analyzing the impacts of a project is the existing on the ground environmental conditions at the time of the NOP. *See Environmental Planning & Information Council v. County of El Dorado (EPIC)*, 131 Cal.App.3d 350, 355 (1982) (effect of general plan amendment must be compared against actual environment, not assumptions in existing general plan). Accordingly, the DEIR should compare emissions from existing conditions with those that would result from the development of the project, as well as those that would occur under any proposed alternative scenarios. Because the Project envisions development over a long period, the EIR should also provide data on the trajectory for emissions in the planned community and under each proposed alternative in five-year increments. 35 36

Without a complete inventory, the DEIR cannot adequately inform the public and decision-makers about the Project's impacts. Similarly, without a complete inventory and analysis of greenhouse gas emissions that will result from the project, there is simply no way that The EIR can then adequately discuss alternatives, avoidance, and mitigation measures to reduce those impacts. 37

C. THE EIR MUST ADDRESS THE IMPACT GLOBAL WARMING WILL HAVE

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[5] ICELI's Clean Air/Climate Protection software is available at http://www.cacpsoftware.org/ ICLEI-Local Governments for Sustainability is an international association of more than 650 local governments. Cities, counties, towns and villages around the world are members of ICLEI. ICLEI's mission is to improve the global environment through local action. On the issue of global warming, for example, ICLEI provides resources, tools, peer networking, best practices, and technical assistance to help local governments measure and reduce greenhouse gas emissions in their communities.

ON THE PROJECT

California's temperatures are expected to rise "dramatically" over the course of this century (Cayan 2007). These factors will impact the planned project, as well as exacerbate its own environmental impacts.

The rise in temperatures resulting from global warming will create a more conducive environment for air pollution formation (Cayan 2007). This will intensify the adverse effects the proposed project will already have on air quality in the project area and threaten residents' health (Cayan 2007).

Significantly for the state, as well as the project area, is global warming's impact on water supply. The IPCC specifically identified the American West as vulnerable, warning, "Projected warming in the western mountains by the mid-21st century is very likely to cause large decreases in snowpack, earlier snow melt, more winter rain events, increased peak winter flows and flooding, and reduced summer flows" (IPCC 2007b). Recently, researches found that an increase in atmospheric greenhouse gases has contributed to a "coming crisis in water supply for the western United States" (Barnett 2008). Using several climate models and comparing the results, the researches found that "warmer temperatures accompany" decreases in snow pack and precipitation and the timing of runoff, impacting river flow and water levels (Barnett 2008). These researchers concluded with high confidence that up to 60 percent of the "climate related trends of river flow, winter air temperature and snow pack between 1950-1999" are human-induced.

(Barnett 2008). This, the researchers wrote, is "not good news for those living in the western United States" (Barnett 2008). 38

The California Center on Climate Change has also recognized the problem global warming presents to the state's water supply and predicts that if greenhouse gas emissions continue under the business-as-usual scenario, this snowpack could decline up to 70-90 percent, affecting winter recreation, water supply and natural ecosystems (Cayan 2007). Global warming will affect snowpack and precipitation levels, and California will face significant impacts, as its ecosystems depend upon relatively constant precipitation levels and water resources are already under strain (Cayan 2007). The decrease in snowpack in the Sierra Nevada will lead to a decrease in California's already "over-stretched" water supplies (Cayan 2007). It could also potentially reduce hydropower and lead to the loss of winter recreation (Cayan 2007). All of this means "major changes" in water management and allocation will have to be made (Cayan 2007). Thus, global warming may directly affect the City's ability to supply clean, affordable water to the residents, or force the City to change how it will utilize water, and it may also impact other activities outside the project area, such as agriculture.

Scientists indicate that climate change will also exacerbate the problem of flooding by increasing the frequency and magnitude of large storms, which in turn will cause an increase in the size and frequency of flood events (NRDC 2007). The increasing cost of flood damages and potential loss of life will put more pressure on water managers to provide greater flood protection (NRDC 2007). At the same time, changing climate conditions (decreased snowpack, earlier runoff, larger peak events, etc.) will make predicting and maximizing water supply more difficult (NRDC 2007). These changes in hazard risk and water supply availability must be considered during environmental review. 39

Water quality, in addition to water quantity and timing, will also be impacted. Changes in precipitation, flow, and temperature associated with climate change will likely exacerbate water quality problems (NRDC 2007). Changes in precipitation affect water quantity, flow rates, and flow timing (Gleick 2000). Shifting weather patterns are also jeopardizing water quality and 40

quantity in many countries, where groundwater systems are overdrawn (Epstein 2005). Decreased flows can exacerbate the effect of temperature increases, raise the concentration of pollutants, increase residence time of pollutants, and heighten salinity levels in arid regions (Schindler 1997). 40

These are only examples of how global warming will impact the proposed project and intensify the environmental impacts the project will already have. It is not an exhaustive list. Thus, when assessing the impact of the Project on air quality, water supply, flood hazards, and biological resources, the EIR must take into account global warming. To ignore the impact of global warming on the Project and the resources impacted by the Project would significantly understate Project impacts. 41

D. THE PROJECT'S GREENHOUSE GAS IMPACTS ARE CLEARLY SIGNIFICANT

The greenhouse gas emissions generated by a project of this size and scope will have a clearly significant cumulative impact. An impact is considered significant where its "effects are individually limited but cumulatively considerable." Guidelines ¤ 15065(a)(3). Climate change is the classic example of a cumulative effects problem; emissions from numerous sources combine to create the most pressing environmental and societal problem of out time. *Ctr. for Biological Diversity*, 508 F.3d 508, 550 (9th Cir. 2007) ("the impact of greenhouse gas emissions on climate change is precisely the kind of cumulative impacts analysis that NEPA requires agencies to conduct."); *Kings County Farm Bureau v. City of Hanford*, 221 Cal. App. 3d 692, 720 (1990) ("Perhaps the best example [of a cumulative impact] is air pollution, where thousands of relatively small sources of pollution cause a serious environmental health problem."). While a particular project's greenhouse gas emissions represent a fraction of California's total emissions, courts have flatly rejected the notion that the incremental impact of a project is not cumulatively considerable because it is so small that it would make only a de minimis contribution to the problem as a whole. *Communities for a Better Environment v. California Resources Agency*. 103 Cal.App.4th 98, 117 (2002); see also *Kings County Farm Bureau,* 221 Cal. App. 3d at 720 ("[p]erhaps the best example of [a cumulative impact] is air pollution, where thousands of relatively small sources of pollution cause a serious environmental health problem."). 42

In addition. there is nothing speculative about the fact that higher levels of greenhouse gas pollution will lead to greater impacts, which is why the State of California has prioritized greenhouse gas pollution reductions under AB 32. Moreover, in the analogous context of the National Environmental Policy Act (NEPA), the Ninth Circuit has already rejected the argument that "global warming is too speculative to warrant NEPA analysis." *Ctr. for Biological Diversity v. Nat'l Highway Traffic Safety Admin.*, 508 F.3d at 554. 43

In addition, lack of established significance thresholds does not excuse an agency from its obligation under CEQA to determine the significance of a Project's impacts. CEQA routinely calls for an agency to evaluate impacts in the absence of thresholds or to exercise its individual discretion in determining the significance of an impact. *See, e.g., Protect the Historic Amador Waterways*, 116 Cal. App. 4th at 1111 (agency required to assess potential impact not listed in CEQA checklist). The development of significance thresholds is "encouraged" and not a prerequisite for an impact analysis. Guidelines ¤ 15064.7. Indeed, as noted in the CAPCOA white paper on CEQA and Climate Change, "[t]he absence of a threshold does not in any way relieve agencies of their obligations to address GHG emissions from projects under CEQA" (CAPCOA 2008). In fact, CEQA may require additional analysis even if a project meets an adopted standard, if other evidence indicates the project may nonetheless have a significant 44

impact. *See Berkeley Keep Jets Over the Bay Committee v. Board of Port Commissioners*, 91 Cal.App.4th 1344, 1380-82 (2001). 44

As the lead agency, CEQA requires the City to determine the significance of the Project's emissions with or without established significance thresholds. Guidelines ¤ 15064. CAPCOA provides various means by which a lead agency can determine the significance of project emissions (CAPCOA 2008). Importantly, a universally adopted methodology is *not* necessary to analyze project impacts. *Berkeley Keep Jets*, 91 Cal.App.4th at 1370 ("the fact that a single methodology does not exist…requires the [respondent] to do the necessary work to educate itself about the different methodologies that *are* available.").

"The determination of whether a project may have a significant effect on the environment calls for careful judgment on the part of the public agency involved, based to the extent possible on scientific and factual data." Guidelines ¤ 15064(b). Any determination of whether there is a fair argument that the project may have a significant impact must include the consideration of the California Global Warming Solutions Act of 2006 (AB 32), wherein the State of California recognized that "global warming poses a serious threat to the economic well-being, public health, natural resources, and the environment of California" and required that existing levels of greenhouse gases be reduced to 1990 levels by 2020. Health & Safety Code ¤¤ 38501(a), 38550. Because AB 32 establishes that existing greenhouse gas levels are unacceptable and must be substantially reduced within a fixed timeframe, any additional emissions that contribute to existing levels frustrate California's ability to meet its ambitious and critical emissions reduction mandate. Ignoring emissions from smaller sources would be neglecting a major portion of the greenhouse gas inventory. 45

In accordance with the scientific and factual data, the City should adopt a zero significance threshold for the Project's greenhouse gas emissions. As noted by the Ninth Circuit in *Center for Biological Diversity v. Nat'l Highway Traffic Safety Admin.*:

[W]e cannot afford to ignore even modest contributions to global warming. If global warming is the result of the cumulative contributions of myriad sources, any one modest in itself, is there not a danger of losing the forest by closing our eyes to the felling of the individual trees? 46

508 F.3d 508, 550 (9th Cir. 2007). Accordingly, the City must unequivocally consider Project emissions to be a potentially significant impact.

E. THE EIR MUST ANALYZE AND ADOPT ALL FEASIBLE MITIGATION MEASURES TO REDUCE THE PROJECT'S GREENHOUSE GAS EMISSIONS

In addition to thoroughly evaluating project alternatives, because it is clear that the project's greenhouse gas emissions will cumulatively contribute to global warming, "the EIR must propose and describe mitigation measures that will minimize the significant environmental effects that the EIR has identified." *Napa Citizens for Honest Gov't v. Napa County Bd. of Supervisors*, 91 Cal.App.4th 342, 360 (2001). CEQA requires that agencies "mitigate or avoid the significant effects on the environment of projects that it carries out or approves whenever it is feasible to do so." Pub. Res. Code ¤ 21002.1(b). Mitigation of a project's significant impacts is one of the "most important" functions of CEQA. *Sierra Club v. Gilroy City Council*, 222 Cal.App.3d 30, 41 (1990). Therefore, it is the "policy of the state that public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures which will avoid or substantially lessen the significant environmental effects of such projects." Pub. Res. Code ¤ 21002. Importantly, mitigation measures must be "fully enforceable through permit conditions, agreements, or other measures" so "that feasible mitigation measures will 47

actually be implemented as a condition of development." *Federation of Hillside & Canyon Ass'ns v. City of Los Angeles*, 83 Cal.App.4th 1252, 1261 (2000).
To the extent that the project moves forward as planned, there are many mitigation measures the City can consider, as described below. This is not an exhaustive list and the EIR should explore these and all other feasible mitigation measures that will reduce the project's greenhouse gas emissions (CAPCOA 2008; California Office of the Attorney General 2008). 47

i. Land Use Measures Reducing Traffic Flow

The development plan for the proposed project should incorporate public transit into the project design and should attempt to facilitate the use of public transit. (California Office of the Attorney General 2008). Additionally, the FEIR should analyze ways of including pedestrian and bicycle only streets and plazas within the development and create routes that will allow residents to reach the commercial center, schools and parks by public transportation, bicycling and walking. 48

ii. Land Use and Energy

The FEIR should consider mitigation measures that will ensure the planned community will use energy efficiently and conservatively. In doing so, it should analyze incorporating "green building" in the development. Green buildings are those buildings that lower energy consumption, use renewable energy, conserve water, harness natural light and ventilation, use environmentally friendly materials and minimize waste (Commission for Environmental Cooperation 2008). 49

Buildings create environmental impacts throughout their lifecycle, from the construction phase to their actual use to their eventual destruction (Commission for Environmental Cooperation 2008). In the United States, buildings account for 40 percent of total energy use, 68 percent of total electricity consumption, and 60 percent of total non-industrial waste (Commission for Environmental Cooperation 2008). Buildings also significantly contribute to the release of greenhouse gases. In the U.S. they account for 38 percent of total carbon dioxide emissions (Commission for Environmental Cooperation 2008). More specifically, residential buildings cause up to 1,210 megatons of carbon dioxide, while commercial building create approximately 1,020 megatons (Commission for Environmental Cooperation 2008). This is because buildings require a lot of energy for their day to day operations. Most of the coal-fired power plants – one of the biggest sources of greenhouse gas emissions – slated for development in the United States will supply buildings with the energy they need. In fact, 76 percent of the energy these plants produce will go to operating buildings in the U.S. (Commission for Environmental Cooperation 2008). 50

Using green building techniques, however, can substantially reduce buildings' influence in increasing greenhouse gas emissions. Green buildings help reduce the amount of energy used to light, heat, cool and operate buildings and substitute carbon-based energy sources with alternatives that do not result in greenhouse gas emissions (Commission for Environmental Cooperation 2008). Currently green buildings can reduce energy by 30 percent or more and carbon emissions by 35 percent. (Commission for Environmental Cooperation 2008). The technologies available for green building are already in wide-use and include "passive solar design, high-efficiency lighting and appliances, highly efficient ventilation and cooling systems, solar water heaters, insulation materials and techniques, high-reflectivity building materials and 51

multiple glazing (IPCC 2007c). Additionally, the U.S. Green Building Council (USGBC), a private, nonprofit corporation, has established a nationwide green building rating system, called Leadership in Energy and Environmental Design ("LEED"). The LEED standard supports and certifies successful green building design, construction and operations. It is one of the most widely used and recognized systems, and to obtain LEED certification from the USGBC, project architects must verify in writing that design elements meet established LEED goals.
Specific mitigation for the greenhouse gas emissions generated by the Project's energy consumption include, but are not limited to:
• Analyzing and incorporating the U.S. Green Building Council's LEED (Leadership in Energy and Environmental Design) or comparable standards for energy efficient building during pre-design, design, construction, operations and management.
• Designing buildings for passive heating and cooling, and natural light, including building orientation, proper orientation and placement of windows, overhangs, skylights, etc.;
• Designing buildings for maximum energy efficiency including the maximum possible insulation, use of compact florescent or other low-energy lighting, use of energy efficient appliances, etc.
• Reducing the use of pavement and impermeable surfaces;
• Requiring water re-use systems;
• Installing light emitting diodes (LEDs) for traffic, street and other outdoor lighting
• Limiting the hours of operation of outdoor lighting
• Maximizing water conservation measures in buildings and landscaping, using droughttolerant plants in lieu of turf, planting shade trees;
• Ensure that the Project is fully served by full recycling and composting services;
• Ensure that the Project's wastewater and solid waste will be treated in facilities where greenhouse gas emissions are minimized and captured.
• Installing the maximum possible photovoltaic array on the building roofs and/or on the project site to generate all of the electricity required by the Project, and utilizing wind energy to the extent necessary and feasible;
• Installing solar water heating systems to generate all of the Project's hot water requirements;
• Installing solar or wind powered electric vehicle and plug-in hybrid vehicle charging stations to reduce emissions from vehicle trips.

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iii. Mitigation Related to Project Construction
• Utilize recycled, low-carbon, and otherwise climate-friendly building materials such as salvaged and recycled-content materials for building, hard surfaces, and non-plant landscaping materials;
• Minimize, reuse, and recycle construction-related waste;
• Minimize grading, earth-moving, and other energy-intensive construction practices;
• Landscape to preserve natural vegetation and maintain watershed integrity;
• Utilize alternative fuels in construction equipment and require construction equipment to utilize the best available technology to reduce emissions.

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iv. Transportation Mitigation Measures
• Encourage and promote ride sharing programs through such methods as a specific percentage of parking spaces for ride sharing vehicles;
• Create a car sharing program within the planned community;
• Create a light vehicle network, such as a neighborhood electric vehicle (NEV) system;

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• Provide necessary facilities and infrastructure to encourage residents to use low or zero-emission
vehicles, for example, by developing electric vehicle charging facilities and conveniently located alternative fueling stations;
Provide a shuttle service to public transit within and beyond the planned community; • Incorporate bicycle lanes and routes into the planned community's street systems. 53

v. Carbon Offsets

After all measures have been implemented to reduce emissions in the first instance, remaining emissions that cannot be eliminated may be mitigated through offsets. Care should be taken to ensure that offsets purchased are real (additional), permanent, and verified, and all aspects of the offsets must be discussed in the FEIR. As demonstrated by the Office of the Attorney General offsets are a feasible CEQA mitigation measures[6] once all feasible mitigation measures have been adopted to reduce the Project's carbon footprint and produce energy using renewable sources. 54

II. THE EIR MUST CONSIDER A REASONABLE RANGE OF ALTERNATIVES

The EIR must consider a meaningful analysis of reasonable alternatives to the Project in order to lessen or avoid the Project's significant impacts. CEQA mandates that significant environmental damage be avoided or substantially lessened where feasible. Pub. Res. Code ¤ 21002; Guidelines ¤¤ 15002(a)(3), 15021(a)(2), 15126(d). A rigorous analysis of reasonable alternatives to the project must be provided to comply with this strict mandate. "Without meaningful analysis of alternatives in the EIR, neither courts nor the public can fulfill their proper roles in the CEQA process." *Laurel Heights Improvement Ass'n v. Regents of University of California*, 47 Cal.3d 376, 404 (1988). Moreover, "[a] potential alternative should not be excluded from consideration merely because it 'would impede to some degree the attainment of the project objectives, or would be more costly" even when that alternative includes Project development on an alternative site. *Save Round Valley Alliance v. County of Inyo* , 157 Cal. App. 4th 1437, 1456-57 (2007) (quotations omitted). In analyzing the no-project alternative, the EIR must discuss the need for this project andwhether the uses that would potentially utilize the Project can be accommodated in existing areas. 55

As CAPCOA states in its white paper, one way local governments can avoid significant increases in greenhouse gas emissions and help solve the problem of global warming is to "facilitate more efficient and economic use of the lands" already developed within the community (CAPCOA 2008). Reinvesting in existing communities is "appreciably" more efficient than new development and may even result in a net reduction of greenhouse gases (CAPCOA 2008). The EIR should consider an alternative that relies more on higher-density mixed commercial/residential development projects on existing disturbed lands in order to support the reduction of vehicle trips, promote alternatives to individual vehicle travel, and encourage efficient delivery of services and goods (Office of the California Attorney General 2008). 56

An analysis of alternatives should also quantify the estimated greenhouse gas emissions, quantified impacts to biological resources, water resources including water quality and water 57

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[6] The California Attorney General's Office has adopted CEQA settlements calling for the auditing, reduction, and offsetting of greenhouse gas emissions related with a Project demonstrating that offsets are a feasible way to reduce a Project's negative environmental effects on global warming. See http://ag.ca.gov/newsalerts/release.php?id=1466&category=global%20warming See generally http://ag.ca.gov/globalwarming/ceqa.php

availability, and traffic resulting from each proposed alternative. Where is the alternative which mentions agricultural uses in total or part? 57 The quality of this land is such that even I could become a successful farmer. 58 The less dense alternative two is by far superior than this project if one is serious about lessening one's impact on the environment. 59

CONCLUSION

Thank you for your attention to these comments. We look forward to working with the City to assure that the FEIR conforms to the requirements of CEQA to assure that all significant impacts to the environment are fully analyzed, mitigated or avoided. 60 I hope the FEIR will fully address the concerns found within this letter as I did not see that within the DEIR. The Sierra Club wishes to be placed on the mailing list for all future notices and documents regarding this project. Please mail all notices to Sierra Club, San Gorgonio Chapter, Moreno Valley Group, 26711 Ironwood Ave, Moreno Valley, CA. 92555. 61

Thank you,

George Hague
Conservation Chair
Moreno Valley Group
San Gorgonio Chapter
Sierra Club
951.924.0816

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2.12 RESPONSE TO LETTER E

Sierra Club

Response to Comment E-1. This comment suggests that the Draft EIR did not adequately address the concerns raised in their NOP response letter. The comment also requests that their concerns be addressed in the Final EIR, which they advise focuses on global warming, climate change, greenhouse gas pollution, and air pollutant emissions. Lastly, the commentor requests that the project do everything possible to mitigate these issues due to the non-attainment status of the air basin. The commentor notes that their specific issues follow in their letter.

Short-term and long-term project specific and cumulative effects of the proposed project on air quality are evaluated in Section 4.2 Air Quality pages 4.2-1 through 4.2-29 in the Draft EIR. Greenhouse gas emissions and climate change were evaluated in Section 4.3 Climate Change and Greenhouse Gas Emissions pages 4.3-1 through 4.3-27 in the Draft EIR. Where the proposed project's impacts were determined to be significant mitigation was provided to lessen those impacts. It was determined that even with the implementation of feasible mitigation measures the proposed project will have a significant and unavoidable impact on short-term construction air quality, long-term operational air quality impacts, cumulative air quality, and cumulative greenhouse gas emissions.

The concerns raised by the commentor have been responded to in Response to Comments E-1 though E-62. Any comments that were raised by the Commentor that required additions or revisions to the language in the Draft EIR are provided in Section 3.0 Errata to the Draft EIR in the Final EIR.

Response to Comment E-2. This comment states that the NOP mentions consumption of electricity by the warehouse would generate air pollutant emissions. The air quality emissions of the proposed project are analyzed in Section 4.2 Air Quality and also energy use (electricity) is analyzed in Section 4.3 Global Climate Change and Greenhouse Gas Emissions in the Draft EIR.

Response to Comment E-3. Please see Response to Comment D-8. The commentor inaccurately suggests that the project should be required to obtain a LEED Gold rating as a form of mitigation of significant impacts associated with air pollution and greenhouse gas emissions. The process of obtaining a LEED rating is not mitigation. The specific green building features that are part of the LEED rating equation can reduce air pollution and greenhouse gas emissions impacts by minimizing and reducing the quantity of emissions associated with operations of a building.

However, additional air quality related mitigation measures have been added in the Final EIR (refer to Section 3.0 Errata). Please refer to the Table contained in Response to Comment D-45 regarding operational mitigation measures that have been added. The added measures are also in the Mitigation Monitoring and Reporting Plan in Section 4.0 in the Final EIR to ensure they are implemented

Response to Comment E-4. This comment suggests that the roof of the warehouse be built to accommodate solar panels. This measure is included as part of Mitigation Measure 4.2.6.3A has been changed as follows to ensure that solar or other renewable energy source. The mitigation measure has been added in the Final EIR (refer to Section 3.0 Errata. The added measures are also in the Mitigation Monitoring and Reporting Plan in Section 4.0 in the Final EIR to ensure they are implemented

Draft EIR Section 4.2.6.3 Long Term Operation Omissions, Page 4.2-27

4.2.6.3A Prior to issuance of the first building permit, building and site plan designs shall ensure that the project's energy efficiencies surpass applicable 2008 California Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and review and approved by the City~~.~~ The following ~~Any~~ combination of design features, ~~including but not limited to the following list, may~~ shall be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent:

- ~~All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design.~~

- The project shall install a photovoltaic array (solar panels) or other source of renewable energy generation on-site, or otherwise acquire energy from the local utility that has been generated by renewable resources, to meet the project's office electricity needs.

Response to Comment E-5. This commentor opines that they disagree with the significant and unavoidable impact associated with long-term (operational) air quality impacts. This impact is related to SCAQMD's thresholds of significance. Mitigation Measures 4.2.6.1A through 4.2.6.1M and 4.2.6.3A and 4.2.6.3B set forth a comprehensive list of measures designed to reduce the quantity of air pollution emissions from project construction as well as project operations. These construction and operational mitigation measures have been supplemented in this Final EIR with the feasible mitigation measures suggested by this commentor and comments received from Johnson & Sedlack (Letter D). It bears noting that there is no readily available way to calculate the air pollution emission reductions associated with these mitigations measures and therefore show that long-term emissions cannot be reduced to below the threshold based on this technical limitation even with implementation of unlimited mitigation.

Response to Comment E-6. Mitigation Measure 4.2.6.3.A in the Draft EIR prescribes a performance standard requiring a 20% improvement in energy efficiency (over and above the 2008 CBC) for the building and lists suggested measures that can be included in the building's design to obtain this improvement in energy efficiency. The 20% energy efficiency improvement over and above 2008 CBC building requirements has been established by air quality and climate change technicians as the project-specific energy efficiency improvement (and associated reduction in GHGs) necessary to meet the Statewide mandate of obtaining a 30% reduction in GHG emissions in comparison to 1990 levels by year 2020. In 2006, the California Legislature passed and Governor Schwarzenegger signed AB 32, the Global Warming Solutions Act of 2006, which set a 2020 greenhouse gas emissions reduction goal into law. AB 32 requires California to reduce GHG emissions to 1990 levels (estimated at 426.6 million metric tons) by 2020 (forecast to be 600 million metric tons under "business as usual"), requiring a 30% reduction in emissions in comparison to the "business as usual" scenario. Since that time, the energy efficiency requirements contained in the 2008 and 2010 updates to the CBC now require that new buildings obtain energy efficiencies that exceed the "business as usual" scenario. For this reason, the City has determined that the appropriate performance standard to meet the statewide GHG emissions reduction goals is a 20% improvement over the 2008 CBC.

Response to Comment E-7. This comment is noted. As identified in the Draft EIR (Section 4.1 Agriculture and Forestry Resources, page 4.1-5), "*Approximately 16.89 acres (23%) of the project site is designated as Prime Farmland, 16.23 acres (23%), is designated Farmland of Statewide Importance, and 38.69 acres (54%) is designed Farmland of Local Importance*." The Draft EIR accurately identifies that the project would result in the significant and unavoidable conversion of farmland to a non-agricultural use (Section 4.1 Agriculture and Forestry Resources, page 4.1-15). The project site was historically used for agricultural operations but currently lies fallow and has been fallow for a number of years. The site was most recently used as a sod farm that ceased operating in

August 2005 and has not been in agricultural production since that time. Thus no existing agricultural operation exists onsite. The project site has not been utilized to grow agricultural products in the last seven years and it is therefore not reasonable to assume that this land is available for cultivation of crops that can be grown locally to reduce potential climate change problems as cited in Comment Letter E.

This commentor also states that a developer recently donated $100,000.00 to the Riverside Land Conservancy to help mitigate for the loss of agricultural lands but fails to appropriately cite the information and identify the basis for determining the amount of agricultural lands lost in relation to this monetary amount. The City disagrees with the commentor and relys on the Fourth District Court of Appeal, *Cherry Valley Pass Acres and Neighbors v. City of Beaumont* (2010) 190 Cal.App.4th 316 (*Cherry Valley*) decision that concerned a challenge to an EIR for a project that would convert agricultural land to residential uses. Though recognizing the potential for mitigation in the form of agricultural "*conservation easements, Williamson Act preserve status, or temporary protection or conservation plans*," the EIR noted the long-term trend in agricultural land conversion in the region and concluded that mitigation was not feasible. The court upheld the City's determination regarding the feasibility of mitigation on the grounds it was supported by substantial evidence in the record. The court also examined the City and County General Plans, which acknowledged that development pressures were constraining the continued viability of agriculture and included the expansion of housing, commercial and industrial land uses. The court then determined that the project was compatible with these planning documents. The court concluded the particular circumstances surrounding the project such mitigation was infeasible and therefore was not required to be adopted. As with this project the site has been planned for industrial uses since 1987, the City has recognized that the conversion of agricultural land under its jurisdiction is an eventual and expected outcome of current and future growth and the current General Plan does not include any agricultural designations; therefore mitigation for the loss of is not required.

The trend of the reduction in agriculture in the Inland Empire is discussed in *Assessing the Economic and Market Trends Affecting Agriculture in the Western Inland Empire* prepared by Justin L. Adams, Ph.D. of Chang & Adams Consulting, September 2011 and *Economic Viability of Agriculture in the East Inland Empire* report prepared by CBRE Consulting, March 18, 2009. Both reports are provided in Appendices B and C to the Final EIR. This reduction in "farming" is due to pressures of the growth in the demand for housing and development and the transportation and warehousing sector; increased restrictions on water deliveries for agricultural uses after several consecutive drought seasons; higher wages in other industries in the region; strong agricultural competition from the southern Central Valley for dairies; increased regulatory pressures from air quality and local jurisdictions regarding particulate matter emissions and land use adjacency issues; and the trend in Riverside and San Bernardino Counties is for agricultural operations to continue to shift to places like Kern County regardless independent of land use policy due to the economic issues.

As stated on Section 4.1.6.1 Conversion of State Designated Farmland, page 4.1-12 of the Draft EIR, "*the City has specifically recognized that the conversion of agricultural land under its jurisdiction is an eventual and expected outcome of current and future growth. The current General Plan does not include any agricultural designations. The City allows agricultural uses in all land use designations as an interim use until such time as the land is developed per the vision identified in the General Plan. One of the goals stated in the City's recent General Plan is the '…orderly conversion of agricultural lands.' The proposed project is a continued extension of development in the surrounding area (industrial/business park). The proposed project does not interfere with the ability of other adjacent properties to be used for agricultural production should the property owner wish to do so, nor does it create any gaps of vacant or agricultural land between the proposed project and the existing adjacent development*." As described in the Draft EIR, the City's General Plan and General Plan EIR have considered and evaluated the eventual and expected conversion of agricultural activity within the City

(Section 4.1.6.1 Conversion of State Designated Farmland, page 4.1-12) Therefore, the City has already anticipated the eventual conversion of all agricultural activity within the City.

As stated in the Draft EIR, mitigation measures must be feasible and fully enforceable through permit conditions, agreements, or other legally binding considerations. To be feasible, mitigation must be capable of being accomplished in a successful manner within a reasonable period of time, taking into account the economic, environmental, legal, social, and technological factors. Identification as to the infeasibility of mitigation measures suggested by the commentor has been provided in the Draft EIR. No mechanism for the mitigation of impacts to State-designated Farmland and/or existing agricultural operations has been enacted by either the City of Moreno Valley or the County of Riverside. Rather, the City has specifically recognized that the conversion of agricultural land under its jurisdiction is an eventual and expected outcome of current and future growth. The current General Plan does not include any agricultural designations. The City allows agricultural uses in all land use designations as an interim use until such time as the land is developed per the vision identified in the General Plan. One of the goals stated in the City's recent General Plan is the "…orderly conversion of agricultural lands." The proposed project is a continued extension of development in the surrounding area (industrial/business park). The proposed project does not interfere with the ability of other adjacent properties to be used for agricultural production should the property owner wish to do so, nor does it create any gaps of vacant or agricultural land between the proposed project and the existing adjacent development.

The potential mitigation measures identified by the City in its General Plan EIR and California Department of Conservation (CDC), which are listed in the Draft EIR (Section 4.1.6.1 Conversion of State Designated Farmland, page 4.1-11), are not considered to be feasible by the City of Moreno Valley as determined in the City's General Plan EIR. Providing protection for ongoing agricultural activities from new developments, such as requiring buffers between agricultural operation and new development or requiring the notification and disclosure of agricultural activities to the purchasers adjacent properties will not permanently protect agricultural land. As identified in the Draft EIR, the City supports agriculture as an interim use within the City and no land is dedicated or designated for agricultural use or agricultural preservation within the City's jurisdiction. With no such dedication or designation in place at this time, the establishment of urban limits, greenbelts, and buffers would not result in permanent protection of agricultural land as none exists within the City. Areas where agriculture land use designations may exist that are outside of the City limits cannot be preserved as it is outside of the City's jurisdiction.

The purchase or transfer of development rights, purchase of conservation easements, or donation of funds to assist in the conservation of agricultural land would need to be implemented to ensure the preservation of agricultural land. The City does not have a funding source for the acquisition of farmland. As stated previously, the City anticipates the conversion of agricultural land within the City and does not set aside land for permanent preservation. The City expects that the majority of the land within the City will be converted to urban uses, although some agriculture will continue as interim uses, as allowed by the City's Development Code for all zoning categories. The City of Moreno Valley has determined that these measures are economically infeasible based on the higher costs associated with land, water and labor, increased environmental regulation, and competition from neighboring regions where agricultural operations are less costly; thus, resulting in an inability to make farming profitable. Furthermore, these measures are contrary to the City's vision (as stated in its General Plan) for the project site; therefore, they are not feasible and alternative mitigation has not been identified.

Response to Comment E-8. Refer to Response to Comment E-7.

Response to Comment E-9. Mitigation Measure 4.2.6.3A already provides for preferential parking for alternative fueled cars. This mitigation located in the Draft EIR, Section 4.2 Air Quality, pages 4.2-26, 4.2-27, and 4.2-28 reads as follows with changes proposed in Section 3.0 Errata in the Final EIR to address other commentor concerns:

> ***4.2.6.3A*** *Prior to issuance of the first building permit, building and site plan designs shall ensure that the project's energy efficiencies surpass applicable 2008 California Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and review and approved by the City. The following ~~Any combination of~~ design features~~, including but not limited to the following list, may~~ shall be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent:*
>
> - *Lease/purchase documents shall ~~identify that~~ require tenants ~~are encouraged~~ to ~~promote~~ provide the following:*
> - *Provision of preferential parking for EV and CNG vehicles.*

This comment also suggests that the parking lot be required to include porous materials for groundwater recharge. As identified in Table 1.B on page 1-34 of the Draft EIR, impacts associated with groundwater supplies were determined to be less than significant and no mitigation is required. Therefore, there would be no nexus to require this mitigation measure.

Response to Comment E-10. This comment suggests that the World Logistics Project identified as a cumulative project in the Draft EIR was not included in the analysis of the proposed project. The City acknowledges that the World Logistics Project 41,500,000 SF high cube warehouse uses (refer to Table 2.C in Section 2.7 Cumulative Projects on page 2-38 of the Draft EIR). This cumulative project was considered along with the other cumulative projects in Table 2.C in the consideration of traffic impacts on the highway mainline, air quality, greenhouse gas emissions, and loss of agricultural lands in the Draft EIR.

Response to Comment E-11. The ProLogis project is contained in the Draft EIR. It is referred to as the Eucalyptus Industrial Park, cumulative project number 67, shown in Table 2.A and Figure 2.1.

Table 2.C of the Draft EIR identifies the Eucalyptus Industrial Park as A-67, while Figure 2.1 identifies it as M-67. The project is in the City, so the table entry will be modified as follows and as indicated in Section 3.0 Errata in the Final EIR.

Draft EIR, Section 2.7 Cumulative Projects, Table 2.C, Page 34

~~A~~M-67	Eucalyptus Industrial Park	East of Moreno Beach Drive, west of Quincy channel, south of SR-60	2,244,638 SF of high cube warehouse uses

Response to Comment E-12. The nearest schools to the project site are located approximately one mile to the east and northeast of the project site. Because the primary truck route between the project and I-215 will be Harley Knox Boulevard to the west, the trucks will not be passing by a school. In addition, the project is in an area of the City that has been zoned for industrial uses and the proposed project is consistent with this zoning. This sensitive receptor is a residence located at Patterson Avenue and Harley Knox Boulevard in the City of Perris. It should be noted that the entire area surrounding and adjacent to the proposed project has been previously designated and zoned by the City for future industrial uses. Similarly, the entire area surrounding and adjacent to Harley Knox Boulevard between Perris Boulevard and I-215 has been previously designated and zoned by the City of Perris for future commercial and industrial uses. This means that the single residence located

adjacent to Harley Knox Boulevard in the study area is a legally nonconforming land use. Because this residence on Harley Knox Boulevard is a legally nonconforming use, it is highly unlikely that the residence will exist in the area in the future. Thus, in light of these factors, it is highly unlikely that the currently existing residential use will be exposed to diesel over the course of a long period of time, such as a 70 year exposure used to calculate health risks from diesel particulates.

Response to Comment E-13. The project will not impact the health of students walking or riding their bicycles to school because the majority of the residential areas are located to the east of Perris Boulevard and north and northwest and northeast of Perris Boulevard where it passes over the Perris Valley Storm Drain. This area is more than one mile north of the project site. As noted above the primary trucking route will be Harley Knox Boulevard to the west to the I-215 which does not pass by any schools.

Response to Comment E-14. See Response to Comments E-13. There are no sensitive receptors in close proximity to the project site that would be impacted during project construction or by project truck use of the local roadway system. Nonetheless, the EIR contains a measure requiring a 200 foot buffer between construction staging areas and sensitive receptors (Draft EIR Mitigation Measure 4.2.6.1A, page 4.2-21).

Response to Comment E-15. A *Health Risk Assessment (HRA) VIP Moreno Valley*, LSA Associates, Inc., March 2012 was prepared for the proposed project and included in Appendix D-2 to the Draft EIR. The HRA examined the short-term and long-term potential health effects from project-related emissions of toxic air pollutants (TAP) in the exhaust of diesel-powered delivery trucks on existing surrounding sensitive receptors, including single- and multifamily residences. Onsite workers will be protected by the requirements established by the Occupational Safety and Health Administration (OSHA) and are not considered sensitive receptors in accordance to the California Air Resources Board (CARB). The CARB defines "sensitive" land uses, as homes, medical facilities, daycare centers, schools, and playgrounds.

According to the HRA prepared for the proposed project, "*Toxic air pollution emissions associated with the project would occur from a variety of activities related to the project operations. The only significant amount of TAP known to be released from the proposed distribution facility is contained in the exhaust of project-related vehicles. While there may be other toxic air pollutants in use on site, compliance with City, SCAQMD, State, and federal handling regulations will keep those emissions below a level of significance.*

Page 13 of the HRA states, "*As evaluated in the air quality/health risk assessment, practical procedures will be taken for the onsite operations. The results of the conservative modeling are shown in Table C for carcinogenic and chronic inhalation health risks at the sensitive receptors. Even with the conservative modeling technique used (assuming that an individual stays outdoors at his or her residence 24 hours per day for 70 years, which is the State-required period of time that all HRAs must assess), the nearest sensitive receptor would be exposed to an unmitigated inhalation cancer risk of no more than 3.5 in 1 million, less than the threshold of 10 in a million. ……"The highest worker exposure occurs at the facility to the west of the project, at the corner of Indian Street and E. Oleander Avenue. The unmitigated inhalation cancer risk at that facility will be no more than 0.36 in 1 million, also less than the threshold of 10 in a million. The Chronic Hazard Index would be 0.0022, less than the threshold of 1.0. These risk levels are much higher than are actually expected to occur. No significant health risk would occur from project-related truck traffic, and no mitigation is necessary.*"

Table C: Long-Term Health Risk Levels from Project Operations

Location	*Maximum Cancer Risk (risk per million)*	*Maximum Noncancer Risk (risk per million)*
SCAQMD Threshold	*10*	*1*
School 1	*0.11*	*0.000069*
School 2	*0.79*	*0.00050*
School 3	*0.26*	*0.00016*
Nearest Residential to the north	*6.6*	*0.0041*
Nearest Residential to the east	*5.0*	*0.0031*
Nearest Residential to the south	*1.2*	*0.00074*
Workers at facility to the west	*4.5*	*0.0029*
Significant?	***No***	***No***

Source: LSA Associates, Inc., March 2012.

Response to Comment E-16. The Draft EIR, Section 4.2 Air Quality contains the following Mitigation Measure 4.2.6.1K that provides for electric or alternative fuel construction equipment and forklifts and Section 4.3 Greenhouse Gas Emissions and Climate Change contains Mitigation Measure 4.2.6.3A which specifies electric trucks and yard trucks in Mitigation Measure 4.2.6.3A. Changes proposed to Mitigation Measure 4.2.6.1K are provided in Section 3.0 Errata in the Final EIR to address other commentor concerns. The measures are as follows:

> ***4.2.6.1K*** *Grading plans, construction specifications and bid documents shall also include the following notations:*
>
> - *Off-road construction equipment shall utilize alternative fuels where feasible e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty;*
> - Use electric construction equipment where feasible.
> - All forklifts used during construction and in subsequent operation of the project shall be electric or natural gas powered.
>
> ***4.2.6.3A*** *Prior to issuance of the first building permit, building and site plan designs shall ensure that the project's energy efficiencies surpass applicable 2008 California Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and review and approved by the City. The following ~~Any combination of~~ design features~~, including but not limited to the following list, may~~ shall be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent:*
>
> - *Lease/purchase documents shall ~~identify that~~ require tenants ~~are encouraged~~ to ~~promote~~ provide the following:*
> - *Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets.*
> - *Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance.*
> - *Use of electric (instead of diesel or gasoline-powered) yard trucks.*

Response to Comment E-17. The Draft EIR, Section 4.4.6.1 Short-Term Construction Noise Impacts page 4.4-17 states "*The nearest noise-sensitive receptor locations to the project site are*

existing residences approximately 1,000 feet to the north. These nearest residents may be subject to short-term, intermittent, maximum noise reaching 65 dBA L_{max}, generated by construction activities on the project site. The ambient noise associated with vehicular traffic and industrial uses in the project area would mask the majority of the construction noise from the project site. No significant construction noise impacts would occur if construction of the proposed project would occur within the permitted hours of 6:00 a.m. to 8:00 p.m. of any working day, and within the permitted hours of 7:00 a.m. and 8:00 p.m. on weekends and federal holidays. Compliance with the construction hours specified in the City's Municipal Code would result in construction noise impacts that are less than significant. While impacts would be considered less than significant as long as construction activities occur within the designated hours identified in the City's Municipal Code, mitigation measures [Mitigation Measures 4.4.6A – 4.4.6D] have been identified to reduce the noise levels that would expose nearby sensitive receptors to noise levels in excess of the City's noise standards."

The noise impact analysis for the proposed project (*Noise Impact Analysis VIP Moreno Valley*, LSA Associates, Inc., March 2012, Appendix F to the Draft EIR) evaluated the traffic noise impact in terms of CNEL and the on-site operations noise impact comparing to the City's Municipal Code noise standards. No exceedance or violation of the noise standards was found and no significant long-term noise impacts would occur. The project site is surrounded by vacant land or other non-noise-sensitive land uses such as industrial or commercial uses. Although the City's Municipal Code states that the noise standards shall apply "when measured at a distance of 200 feet or more from the real property line of the source of the sound if the sound occurs on privately owned property, or from the source of the sound, if the sound occurs on public right-of-way, public space or other publicly owned property", in this case, evaluating the potential noise levels at the property line of the nearest noise-sensitive land uses (i.e., residences) would adequately determine the project's potential noise impacts.

As indicated in the noise impact study, no noise barriers would be required during project construction nor are they required during operation of the proposed project. The proposed project will comply with all mitigation measures identified and comply with applicable federal, State, and City guidelines.

Response to Comment E-18. A Traffic Impact Analysis (*Traffic Study VIP Moreno Valley*, LSA Associates, Inc., April 9, 2012) was prepared for the proposed project that analyzed the proposed project's impacts to area roadways during construction and operation of the project. Draft EIR Section 4.5 Traffic and Circulation, pages 4.5-1 – 4.5-28 analyzed the construction and operational impacts to not only area roadways but on the freeway system as well. It was determined that the proposed project would be expected to generate 327 passenger car equivalent (PCE) trips in the a.m. peak hour, 388 PCE trips in the p.m. peak hour, and 5,052 daily PCE trips when built. It was determined that the proposed project upon build out in the year 2013 would have impacts that are cumulative resulting in exceeding the established LOS standard at the following intersections:

- I-215 Southbound Ramps/Harley Knox Boulevard (a.m. and p.m. peak hours);
- I-215 Northbound Ramps/Harley Knox Boulevard (a.m. and p.m. peak hours);
- Indian Street/South Project Driveway (p.m. peak hour);
- Indian Street/Harley Knox Boulevard (a.m. and p.m. peak hours);
- Perris Boulevard/Gentian Avenue (a.m. and p.m. peak hours);
- Perris Boulevard/Iris Avenue (a.m. and p.m. peak hours);
- Perris Boulevard/Krameria Avenue (a.m. and p.m. peak hours);
- Perris Boulevard/Nandina Avenue (a.m. and p.m. peak hours);
- Perris Boulevard/Grove View Road (a.m. and p.m. peak hours);

- Perris Boulevard/South Project Driveway (a.m. and p.m. peak hours); and
- Perris Boulevard/Harley Knox Boulevard (a.m. and p.m. peak hours).

This is a significant impact and mitigation was provided. It is important to note that ten of the eleven intersections also operate at unsatisfactory levels of service under year 2013 cumulative without the project conditions. The unsatisfactory level of service at the Indian Street/South Project Driveway intersection is considered to be a project-specific impact.

The air quality/health risk assessment has discussed the number of truck trips per day that will visit the project site. Trip length assumptions and the truck routes have also been identified in the analysis. Figure 3 of the Health Risk Assessment report (Appendix D-2: *Health Risk Assessment VIP Moreno Valley*, LSA Associates, Inc., March 2012) shows the location of all the truck emissions sources modeled. As described in the report; *"An approximate representation of the roadway was obtained by placing a number of volume sources at equal intervals along the roads on site and far enough off site to characterize the emissions at the sensitive receptors near the project site. For other sensitive receptors further from the project site but near the roads the trucks will travel, it is assumed that the health risk levels from the project traffic will be low compared to the total risk from all existing road traffic."*

The Air Quality Study Table I page 26 Appendix D of the Draft EIR indicates the average trip length is 17 miles. This section of the Air Quality study is provided as follows:

5.2.1 Long-Term Project Operational Emissions

Long-term air pollutant emission impacts are those associated with stationary sources and mobile sources involving any project-related changes. The proposed project would result in a net increase in the number of employees in the project area; therefore, the proposed project would result in net increases in both stationary and mobile source emissions. The stationary source emissions would come from additional natural gas consumption for on-site buildings and electricity for the lighting in the buildings and at the parking area. The proposed project is a warehouse/distribution in the Inland Empire area of Southern California. Average truck trip length in this area has been shown to be greater than the default trip length in the CalEEMod model. Table I lists the potential origin and destination points for the truck trips that would be associated with the proposed project. The average trip length for the employee commute is assumed to be 17 mi. This is also greater than the default commute trip length included in the CalEEMod model for the Inland Empire area.

Table I: Average Truck Trips Lengths

Truck Route	*Route Length (miles)*	*Percentage of Trucks on Route*
East on State Route 60 to Basin Boundary	*30*	*10%*
Port of Los Angeles/Long Beach	*80*	*50%*
South on the I-215 to San Diego	*50*	*20%*
Inland Empire (i.e., Ontario, Mira Loma, Fontana)	*50*	*10%*
Perris Destinations	*40*	*5%*
Moreno Valley Destinations	*20*	*5%*
Average Truck Trip (54% of trips)	***61***	

Source: Project Plans

Response to Comment E-19. The trip generation for daily trucks is listed in Table 4.5.D in the Draft EIR, Section 4.5.3.1 Project Trip Generation, page 4.5-14. As shown in Table 4.5.D, the total number of daily trips (total raw trucks) is 1,475. The number of daily truck trips is based on NAIOP rates for High-Cube Warehouse that were approved by the City of Moreno Valley.

Response to Comment E-20. Freeway segment and merge/diverge analysis locations are based on Caltrans guidelines which requires analysis to a State highway facility if a project generates over 100 peak hour trips[1]. The project generates over 100 peak hour trips at the Interstate 215/Harley Knox Boulevard interchange and was included in the Draft EIR. Project traffic at freeway segments on SR-60 are less than 100 peak hour trips and were not included in the Draft EIR.

Regarding commenters opinion that payment of DIF and TUMF is inadequate mitigation, please refer to Response to Comment D-82. The payment of DIF and TUMF fees is considered the appropriate mechanism for the project to contribute to future roadway improvements, resulting in full and complete mitigation of project-specific impacts.

Response to Comment E-21. The commentor opines that the project site should not be disced or graded for at least six months prior to doing the burrowing owl survey. Mitigation Measures BIO-1 through BIO-4 require pre-construction surveys and establish what actions must be taken if the burrowing owl is found on-site during the pre-construction surveys that are in accordance with the Burrowing Owl Consortium 1993 Burrowing Owl Survey Protocol and Mitigation Guidelines[2] and referred to the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) survey instructions[3] to complete the pre-construction burrowing owl survey.

Response to Comment E-22. This comment states that the Final EIR will be inadequate unless the concerns and issues identified in the comment letter are addressed within the document. This comment does not raise any specific issue associated with the Draft EIR. In addition, any concerns and issues identified in the comment letter have been addressed through Responses E-1 through E-62 of the Final EIR. No further response is required.

Response to Comment E-23. Draft EIR Section 4.3 Climate Change and Greenhouse Gas Emissions, pages 4.3-1 – 4.3-27 provides an analysis of the proposed project's impact on greenhouse gas emissions and climate change. The analysis is based on the *Greenhouse Gas Emissions and Global Climate Change Study*, LSA Associates, Inc., December 2011 included as an Appendix D in the Draft EIR. Responses to Comments E-24 through E-54 include specific responses to the commentor's assertions that the Draft EIR did not thoroughly evaluate alternatives and mitigation measures that would reduce greenhouse gas emissions. Where appropriate additional mitigation measures have been add to the Section 3.0 Errata in the Final EIR.

Response to Comment E-24. The commentor opines that global warming poses a grave threat to California and the Draft EIR is obligated to discuss the threats posed by greenhouse gas emissions for the public and decision makers. Page 4.3-1 through 4.3-3 in the Draft EIR (Section 4.3 Climate Change and Greenhouse Gas Emissions) already established the existing background information related to climate change as requested in this comment.

The commenter suggests that there is consensus among scientists regarding the link between GHG and global warming. However, there is still considerable debate about the existence of anthropogenic global warming, and about the long term environmental effects of anthropogenic global warming if in fact such warming is occurring and will occur long term. (*See, e.g., U.S. Senate Minority Report; More Than 700 International Scientists Dissent Over Man-Made Global Warming Claims*; March 16, 2009.)

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1 *Guide for the Preparation of Traffic Impact Studies*, State of California Department of Transportation, December 2002, page 2.

2 http://www2.ucsc.edu/scpbrg/burrowingowls.htm.

3 http://www.tlma.co.riverside.ca.us/epd/documents/survey_protocols/burrowing_owl_survey_instructions.pdf.

This body of scientific literature argues that (i) there is no scientific consensus on the existence of anthropogenic global warming; (ii) that the Intergovernmental Panel on Climate Change (IPCC) literature is deeply flawed; (iii) that scientists and research grant funding sources have deliberatively ignored other possible explanations in global temperature variations.

In addition, quantitative data published by the State Air Resources Board and the IPPC demonstrates that even if California achieved the specified AB 32 greenhouse reduction goals, that this may have no effect on climate increases based on greenhouse gas emissions because emissions from China, Russia, Indonesia and other developing countries have and will greatly surpass the emissions of California.

Response to Comment E-25. Draft EIR Section 4.3 Climate Change and Greenhouse Gas Emissions, pages 4.3-1 – 4.3-27 provides an analysis of the proposed project's impact on greenhouse gas emissions and climate change. The analysis is based on the *Greenhouse Gas Emissions and Global Climate Change Study*, LSA Associates, Inc., December 2011 included as an Appendix D in the Draft EIR. In addition, the commentor asserts that the "ecological implications of its actions" must be discussed. Also refer to Response to Comment E-38 for an explanation on a recent court case regarding global climate change. As set forth in Response to Comment E-38, the courts have confirmed the longstanding tenant of CEQA that impacts from the environment onto a project need not be analyzed.

Response to Comment E-26. Please see Responses to Comments E-25, E-27, and E-38.

Response to Comment E-27. The commentor is providing information relating to the scientific background on climate change and global warming. See Response to Comment E-24 regarding an alternative view of greenhouse gas emissions and the effect of such emissions.

Response to Comment E-28. Section 4.3 Climate Change and Greenhouse Gas Emissions, Subsection 4.3.2 Regulatory Setting in the Draft EIR pages 4.3-7 through 4.3-11 contains a discussion on the various federal, state, local and City laws, regulations and policies concerning greenhouse gas.

Response to Comment E-29. The greenhouse gas impact study (*Greenhouse Gas Emissions and Global Climate Change Study*, LSA Associates, Inc., December 2011) provided emissions from both construction and operation periods. During the construction period, emissions from both equipment exhaust and other area sources were calculated. During the operational period, emissions associated with vehicular (including automobiles and trucks) trips, water and energy usage, waste treatment, and other known sources have been calculated and identified in the study.

Response to Comment E-30. Please see Response to Comment E-29. All known emissions during construction and operations of the proposed project have been identified and calculated.

Response to Comment E-31. Please see Response to Comment E-29. All known emissions during construction and operations of the proposed project have been identified and calculated.

Response to Comment E-32. Please see Response to Comment E-29. All known emissions during construction and operations of the proposed project have been identified and calculated. If the commentor is suggesting that an exhaustive "life-cycle" inventory of the project's greenhouse gas

emissions be prepared, the State Office of Planning and Research provided guidance on this issue and clarified that a life-cycle analysis is not required.[1]

Response to Comment E-33. Please see Response to Comment E-29.All known emissions during construction and operations of the proposed project have been identified and calculated.

Response to Comment E-34. Please see the Response to Comment E-29. All known emissions during construction and operations of the proposed project have been identified and calculated. The preparer of the greenhouse gas impact study has followed the guidelines provided by the OPR and CAPCOA and has provided an adequate analysis. It is the City's opinion that it has disclosed the impacts of the proposed project adequately and mitigated the impacts of greenhouse gas emissions where applicable (Draft EIR Section 4.3 Climate Change and Greenhouse Gas Emissions, pages 4.3-1 – 4.3-27).

Response to Comment E-35. The commentor points out that existing conditions must be utilized as the environmental baseline throughout the Draft EIR. The Draft EIR does just this by calculating and presenting the air pollution and greenhouse gas emissions attributable to the proposed project. Because there is currently no land use activity on the project site, existing baseline emissions are zero. Consequently, the calculated emissions represent the emissions associated with the project.

Response to Comment E-36. The project will not be built over a long period of time. There is no phasing proposed with the development. The commentor is confused, the project is not a planned community, it is an approximately 1,616,133 square feet of distribution warehouse (refer to Draft EIR, Section 3.0 Project Description). There is no reason to evaluate the emissions of the proposed project over five year increments since the building will be built all within the same year.

Response to Comment E-37. It is the commentor's opinion that the Draft EIR does not provide a complete inventory of impacts. The Draft EIR evaluated the impacts of the project on air quality (Section 4.2) and greenhouse gas emissions and global climate change (Section 4.3). In addition a full air quality study and greenhouse gas emissions study were prepared for the proposed project and included in their entirety in the Appendix to the Draft EIR. No further response is required.

Response to Comment E-38. According to the greenhouse gas impact study (*Greenhouse Gas Emissions and Global Climate Change Study*, LSA Associates, Inc., December 2011), "*Global climate change is the observed increase in the average temperature of the Earth's atmosphere and oceans along with other significant changes in climate (such as precipitation or wind) that last for an extended period of time. The term "global climate change" is often used interchangeably with the term "global warming," but "global climate change" is preferred to "global warming" because it helps convey that there are other changes in addition to rising temperatures."* The Draft EIR did analyze the project's effects on greenhouse gas emissions which is a component of global climate change or global warming (Section 4.3 Climate Change and Greenhouse Gas Emissions, pages 4.3-1 – 4.3-27).

In addition, the California requires mandatory measures to be implemented on all new construction projects that consist of a wide array of green measures concerning project site design, water use reduction, improvement of indoor air quality, and conservation of materials and resources. The Cal Green Building Code refers to Title 24, Part 6 compliance with respect to energy efficiency; however, it encourages 15 percent energy use reduction over the required in Part 6. The Cal Green Code prescribes a wide array of measures that would directly and indirectly result in reduction of GHG

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[1] *Transmittal of the Governor's Office of Planning and Research's Proposed SB97 CEQA Guidelines Amendments to the Natural Resources Agency*, California Governor's Office of Planning and Research, April 13, 2009, page 2.

emissions from the Business as Usual Scenario (California Building Code). The mandatory measures that are applicable to nonresidential projects include site selection, energy efficiency, water efficiency, materials conservation and resource efficiency, and environmental quality measures.

If the commentor is suggesting that the Draft EIR should analyze global warming on the proposed project there is a a recent CEQA Case *Ballona Wetlands Land Trust v. City of Los Angeles and Ballona Ecosystem Education Project v City of Los Angeles,* No.B231965 (Cal. Ct. App 2d Dist., November 9, 2011) where the opponents claimed that the EIR was inadequate because it did not analyze the effects of sea rise due to global warming on the project. The Court held that CEQA did not require the EIR to analyze this risk, concluding that "the purpose of an EIR is to identify the environmental effects of the project on the environment and not the significant effects of the environment on the project." The court reasoned: "[w]e believe that identifying the environmental effects of attracting development and people to an area is consistent with CEQA's legislative purpose and statutory requirements, but identifying the effects on the project and its users of locating the project in a particular environmental setting is neither consistent with CEQA's legislative purpose not required by CEQA statutes." Therefore an analysis of the effects of global climate change on the project is not appropriate and is not required.

Response to Comment E-39. Refer to Response to Comment E-38.

Response to Comment E-40. Refer to Response to Comment E-38.

Response to Comment E-41. As stated in Response to Comment E-38, CEQA does not require that the effects of global climate change on the project and other environmental resources must be analyzed in the EIR. CEQA does require that the proposed project's effects on greenhouse gas emissions and global climate change must be addressed. This analysis was provided in Section 4.3 Greenhouse Gas Emissions and Global Climate Change in the Draft EIR. The Draft EIR did analyze the significant effects on air quality (Section 4.2), water supply (Section 2.0), flood hazards (Section 2.0) and biological resources (Section 2.0) and provided mitigation to reduce those impacts where feasible.

Response to Comment E-42. The Draft EIR analyzed the cumulative effects of the project on greenhouse gas emissions (Section 4.3.7 Cumulative Impacts, page 4.3-26) and it was determined that "*While it is not possible to determine whether the project individually will have a significant impact on global warming or climate change, it will contribute to cumulative GHG emissions in California. Cumulatively, the build out of the proposed project would contribute approximately 0.044 metric tons of CO_2e per year, which is 0.009 percent of California's existing total emissions for carbon dioxide, methane, and nitrous oxide (478 metric tons of CO_2e per year). The mitigation measures discussed above will likely reduce the project's emissions of greenhouse gases; however, without the necessary science and analytical tools, it is not possible to determine with certainty whether the project's emissions of greenhouse gases will be cumulatively considerable, within the meaning of CEQA Guidelines Sections 15065(a)(3) and 15130. The CARB is currently in the process of designing regulations to monitor, limit, and ultimately reduce California GHG emissions but there are as yet no adopted standards for assessing the significance of cumulative impacts from projects.*

Cumulatively, the emissions from electricity production would comprise approximately 3.4 percent of the project's total CO_2e emissions. Water usage and solid waste disposal emissions comprise approximately 18 percent of the project's total CO_2e emissions while the emissions from vehicle exhaust would comprise approximately 77 percent of the project's total CO_2e emissions. The emissions from vehicle exhaust are controlled by the State and Federal governments and are outside the control of the City. The remaining CO_2e emissions are primarily associated with building systems. The proposed project is required to comply with existing State and Federal regulations regarding the energy efficiency

of buildings, appliances, and lighting, which would reduce the project's electricity demand. The new buildings constructed in accordance with current energy efficiency standards would be more energy efficient than older buildings.

With implementation of the strategies and programs described previously, the project is consistent with the strategies to reduce California's emissions to the levels proposed in Executive Order S-3-05. However, given the uncertainty of data and appropriate methodology to accurately analyze, and the inability to quantify the reduction achieved through implementation of strategies and programs previously identified, the proposed project's GHG emission contribution would result in a cumulative impact regarding global climate change and the cumulative impacts of the proposed project on global climate change are considered to be significant and unavoidable."

The Draft EIR did analyze the cumulative effects of the project on greenhouse gas emissions and determined the impacts on global climate change are considered to be significant and unavoidable.

Response to Comment E-43. To clarify, the project is not subject to NEPA and the environmental documentation that was completed is under CEQA. The findings or rulings under NEPA do not apply in this case; however, State CEQA Guidelines Section 15064(b) provides that "…the determination of whether a project may have a significant effect on the environment calls for careful judgment on the part of the public agency involved, based to the extent possible on scientific and factual data," and further, that an "ironclad definition of significant effect is not always possible because the significance of an activity may vary with the setting." The State CEQA Guidelines further indicate that even when thresholds are established, they may include "identifiable quantitative, qualitative or performance level of a particular environmental effect" (State CEQA Guidelines, Section 15064.7).

Furthermore, the Draft EIR page 4.3-26 as modified in this Final EIR, determined "*project-related GHG emissions and their contribution to global climate change impacts in the State are less than significant ~~and less than cumulatively considerable~~* on a project specific basis *because: (1) the project's impacts alone would not cause or significantly contribute to global climate change, and (2) the project has no substantial effect on consumption of fuels or other energy resources, especially fossil fuels that contribute to GHG emissions when consumed.*

The Draft EIR (Section 4.3) made a determination that the proposed project would not conflict with any applicable plan, policy, or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases and no mitigation is required. However, it was determined that the proposed project would generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment and mitigation was proposed to reduce these project-specific effects to less that significant (Draft EIR, page 4.3-21 – 4.3-26).

It should be noted that any GHG emissions reductions achieved locally and within the State may be offset by emissions increases in developing countries such as Brazil, Russia, India and China. In the absence of worldwide reduction commitments that are fully funded, any project level reduction measures cannot assure that significant effects from greenhouse gas emissions will be fully mitigated because significant impacts from greenhouse gas emissions may occur even with implementation of the measures set forth in CARB's AB 32 Scoping Plan.

Response to Comment E-44. Refer to Response to Comment E-43.

Response to Comment E-45. Refer to Responses to Comments E-42 and E-43.

Response to Comment E-46. As the comment is the opinion of the commentor the City is not in the position nor is it reasonable to adopt a "zero" significance threshold. SCAQMD and other air quality

agencies agree that GHG and climate change should be assessed as a potentially significant "cumulative impact" rather than a "project-specific" impact. SCAQMD is considering the adoption of a numeric plan-level efficiency target of 6.6 MTCO2E per service population.

The intent of CEQA is to determine the significant effects of a project on the environment and provide feasible and reasonable mitigation to reduce impacts to less than significant. In instances where the impact of the project cannot be reduced to less than significant and it is determined the impact is significant and unavoidable, the Lead Agency, must adopt a Statement of Overriding Considerations that finds (1) under Public Resources Code Section 21081(a)(3), and CEQA Guidelines Section 15091(a)(3), that specific economic, legal, social technological, or other considerations, including provisions of employment opportunities to highly trained workers make infeasible the mitigation measures or project alternatives identified in the Final EIR; and (2) under CEQA Guidelines section 15092(b), that the remaining significant effects are acceptable due to overriding concerns described in the CEQA Guidelines Section 15093. CEQA does have a provision as stated above that an impact can be significant and unavoidable if the City makes findings as to why it is willing to accept the significant impact; therefore, it was not CEQA's intent to not allow any tolerance for impacts on the environment as long a good faith effort is made to reduce the impacts where reasonable.

Response to Comment E-47. See Response to Comment D-8. Mitigation Measure 4.2.6.3.A (Draft EIR page 4.2-26) requires "Any combination of design features, including but not limited to the following list, may be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent:" With implementation of this measure, the building will meet a 20% reduction in energy performance standard which will render greenhouse gas emissions impacts to a less than significant level on a project-specific basis and consistent with the intention of AB32. It should be noted, however, that many new mitigation measures have been added in the Final EIR. Please refer to the Table contained in Response to Comment D-45 regarding air quality operational mitigation measures as well as indicated in Section 3.0 Errata in the Final EIR.

Response to Comment E-48. Riverside Transit Authority (RTA) has an established bus route, No. 19, which services the project area and the site. The RTA has two stops one on either side of Perris Blvd. and Grove View Rd. From the project site the walk north along Perris Blvd. is approximately 0.2 mile to a stop at Perris Blvd and Nandina. There is another bus stop at 17800 Perris Blvd. approximately 0.1 mile from the project site. Therefore, the site is serviced by the RTA and no further actions are necessary. However, a bus bay has been included in the project design along the site's Perris frontage.

The commentor is erroneously confusing this project which is a distribution warehouse with a mixed use or commercial project that would have residents living within the project area. It is not appropriate to include plazas and pedestrian and bicycle only streets within the project and to create routes that will allow residents to reach the commercial center, schools and parks by public transportation, bicycling and walking as suggested by the commentor. The project is not building transportation routes. The project is located on existing roadways, Perris Boulevard, Indian Street, and Grove View Road.

Response to Comment E-49. The commentor is erroneously confusing the proposed project, which is a high-cube logistics distribution warehouse, by inferring that it is a planned community with a residential component. Nonetheless, the warehouse building will be required to incorporate many green building techniques required as part of Mitigation Measures 4.2.6.3A-4.2.6.3B and 4.3.6.1A-4.3.6.1C.

Response to Comment E-50. The commentor is erroneously confusing the proposed project, which is a high-cube logistics distribution warehouse, by inferring that it is a residential project. Nonetheless,

please see the response to Comments E-29 and E-32. All known emissions during construction and operations of the proposed project have been identified and calculated (Draft EIR Section 4.3 Climate Change and Greenhouse Gas Emissions, pages 4.3-1 – 4.3-27).

Response to Comment E-51. See Response to Comments D-8 and E-47.

Feasible mitigation measures, including several identified in the list provided by the commentor, have been already included as mitigation for the project and are identified in the Draft EIR. In addition, the mitigation measures shown as "Incorporated" in the following Table have been added to the Final EIR (Section 3.0 Errata) as suggested by the commentor. The changes to the Draft EIR do not result in a significant impact and has no material effect on the findings of the EIR. The Table below contains each of the greenhouse gas reduction measures suggested for inclusion by the commentor and if it is already included, if will be added mitigation as part of the Final EIR, or if will not be included and why.

Suggested Mitigation Measure	Response
1. Analyzing and incorporating the U.S. Green Building Council's LEED (Leadership in Energy and Environmental Design) or comparable standards for energy efficient building during pre-design, design, construction, operations and management.	**Incorporated.** The project description states In recognition of the trend towards Green Building, the proposed project will pursue the Leadership in Energy and Environmental Design (LEED) Core & Shell rating program. LEED is a voluntary, consensus-based standard to support and certify successful green building design, construction, and operations.
2. Designing buildings for passive heating and cooling, and natural light, including building orientation, proper orientation and placement of windows, overhangs, skylights, etc.	**Included.** A similar mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-27.
3. Designing buildings for maximum energy efficiency including the maximum possible insulation, use of compact florescent or other low-energy lighting, use of energy efficient appliances, etc.	**Included.** A similar mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-27.
4. Reducing the use of pavement and impermeable surfaces.	**Included where appropriate.** Impermeable surfaces will be installed were appropriate but it is not feasible to use impermeable surfaces in the truck parking area since a soft permeable surface will not support the weight of a large truck.
5. Requiring water re-use systems.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.3.6.1C** on page 4.3-25.
6. Installing light emitting diodes (LEDs) for traffic, street and other outdoor lighting.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.3.6.1A** on page 4.3-24.
7. Limiting the hours of operation of outdoor lighting.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-27.
8. Maximizing water conservation measures in buildings and landscaping, using drought tolerant plants in lieu of turf, planting shade trees.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-27.
9. Ensure that the Project is fully served by full recycling and composting services.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3B** on page 4.2-28.
10. Ensure that the Project's wastewater and solid waste will be treated in facilities where greenhouse gas emissions are minimized and captured.	**Infeasible.** The site is served by public entities for wastewater and solid waste, Neither the City nor the project proponent has control over those facilities.

Suggested Mitigation Measure	Response
11. Installing the maximum possible photovoltaic array on the building roofs and/or on the project site to generate all of the electricity required by the Project, and utilizing wind energy to the extent necessary and feasible.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.3.6.1A** on page 4.3-24.
Mitigation Related to Construction	
1. Utilize recycled, low-carbon, and otherwise climate-friendly building materials such as salvaged and recycled-content materials for building, hard surfaces, and non-plant landscaping materials.	**Included.** A similar mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.3.6.1B** on page 4.3-25.
2. Minimize, reuse, and recycle construction-related waste.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.3.6.1A** on page 4.3-24.
3. Minimize grading, earth-moving, and other energy-intensive construction practices.	**Infeasible.** The entire site must be graded to accommodate the building structure and parking lot.
4. Landscape to preserve natural vegetation and maintain watershed integrity.	**Infeasible.** The site does not contain natural/native vegetation**.**
5. Utilize alternative fuels in construction equipment and require construction equipment to utilize the best available technology to reduce emissions.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measures 4.2.6.1B, 4.2.6.1I, and 4.2.6.1K** on pages 4.2-21- 4.2.22.
6. Utilize recycled, low-carbon, and otherwise climate-friendly building materials such as salvaged and recycled-content materials for building, hard surfaces, and non-plant landscaping materials.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.3.6.1B** on page 4.3-25.
Transportation Mitigation Measures	
1. Encourage and promote ride sharing programs through such methods as a specific percentage of parking spaces for ride sharing vehicles.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-27.
2. Create a car sharing program within the planned community;	**Not required.** The project is not a planned community. . As noted in **Mitigation Measure 4.2.6.1K**, documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs.
3. Create a light vehicle network, such as a neighborhood electric vehicle (NEV) system.	**Included.** This suggested mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-27.
4. Provide necessary facilities and infrastructure to encourage residents to use low or zeroemission vehicles, for example, by developing electric vehicle charging facilities and conveniently located alternative fueling stations.	**Included.** A similar mitigation measure is already included in Section 4.2 Air Quality of the Draft EIR under **Mitigation Measure 4.2.6.3A** on page 4.2-27. The mitigation measure the commentor suggests relates to "residents". This project is a high-cube warehouse not a residential development.
5. Provide a shuttle service to public transit within and beyond the planned community.	**Not required.** The RTA has two stops one on either side of Perris Blvd. and Grove View Rd. From the project site the walk north along Perris Blvd. is approximately 0.2 mile to a stop at Perris Blvd and Nandina. There is another bus stop at 17800 Perris Blvd. approximately 0.1 mile from the project site. Therefore, the site is serviced by the RTA and no further actions are necessary. However, a bus bay has been included in the project design along the site's Perris frontage.

Suggested Mitigation Measure	Response
6. Incorporate bicycle lanes and routes into the planned community's street systems.	**Not required.** Bicycle access to and from the project will take place from the adjacent streets In addition the project is not a planned community.

Response to Comment E-52. See the Table included in the Response to Comment E-51 under "Mitigation Related to Construction" Items 1-6.

Response to Comment E-53. See the Table included in the Response to Comment E-51 under "Transportation Mitigation Measures" Items 1-6.

Response to Comment E-54. The use of carbon offsets are infeasible because:

- The cited precedent is a negotiated settlement for a major oil refinery in Contra Costa County, rather than a warehouse development in Riverside County;
- The cited precedent was for the period prior to 2012;
- California has not established any generally applicable standards for requiring offsets for GHG emissions; and
- Most cities and counties in California have not required offsets for GHG emissions on projects of the scale of the proposed project. Since this is a cumulative rather than a project level impact, mitigation for the cumulative level impact will be ineffective unless it is applied to all the cumulative projects.

Using such carbon offsets to mitigate for cumulative impacts is fraught with uncertainty. As the comment implies ("… offsets purchased are real…"), but there is considerable controversy regarding whether offsets that are available today will actually mitigate this cumulative effect.

First, it requires an accurate measure of the emissions to be offset and the offsets to be provided. That calculation turns out to be riddled with uncertainty on both ends. As noted above in the example cited by the commenter, this initial offset of $7 million for the Rodeo refinery was later reduced to $4.4 million due to revised calculations of GHG emissions. The UN's Intergovernmental Panel on Climate Change found a margin of error of 10% with measuring emissions from making cement or fertilizer; 60% with the oil, gas and coal industries; and 100% with some agricultural processes.

Second, the provision of offsets requires an accurate measure of the carbon saved elsewhere. Most of the earliest offset projects involved planting trees, which naturally ingest carbon, a complex and unpredictable process which forbids accurate measurement.

Finally, the very idea of offsetting relies on what is known as additionally - evidence that a carbon reduction would not have occurred in the natural order of commercial life. For example, one of the biggest UK companies that sells offsets, Climate Care, distributed 10,000 energy-efficient light bulbs in a South African township; offered the carbon reductions as offsets; and then discovered that an energy company was distributing the same kind of light bulbs free to masses of customers, including their township, so the reduction would have happened anyway.

To accurately calculate the amount of credit for each of the above actions, the offset program must make a number of critical assumptions:

- What is the baseline of emissions for the existing facilities that would be retrofitted to reduce their energy consumption? Would they ultimately be retrofitted in any case, thus limiting the actual resulting reduction in GHG emissions?

- Is the development of the alternative energy source actually dependent on the external funding provided by the offset? Or is the alternative energy developer simply achieving another subsidy?

- How much extra energy (and GHG emissions) is required to construct the alternative energy facility? What period of time should this be amortized over? For example, the development of the California High Speed Rail Project is estimated to reduce energy consumption in the long run. However, the extra energy involved with construction is estimated to have a 40 year payback.

As such, the actual amount of mitigation provided by an offset program can be speculative, based upon the actual performance of the program.

While the above cited issues with offsets are problematic, even if they are successful, they are based upon the assumption that a 1:1 reduction in emissions will actually result in the same reduction in global CO2 values. This static analysis fails to take into account the dynamic nature of energy consumption worldwide. When energy consumption (a proxy for GHG emissions) is reduced in one location, there are powerful economic reasons to assert that the same energy consumption (GHG emissions) will simply be shifted to another location.

There is a global marketplace for fossil fuel energy based upon a market between buyers and sellers. The sellers, those who own the sources and production of fossil fuel energy, have a powerful economic interest to keep and increase their income stream from the production of fossil fuels.

To the extent that the actions cited above as potential offset measures, in combination with other conservation measures, reduce the demand for fossil fuels in the countries where they are implemented, the owners of these fossil fuel supplies will still want to preserve and enhance their income as much as possible. And there is a large unmet need (unmet as defined by consumer actions) for increased energy consumption in developing countries. For example the average annual energy consumption of a citizen of China or sub-Saharan Africa, at 4.5 metric tons, is far less than that of the average US citizen, at 20 metric tons. To the extent that the US and other countries reduce energy consumption based upon energy efficiency measures, the owners of fossil fuel resources will seek to sell the same energy, perhaps at a lower price, to the less developed countries. If the energy is sold at a lower price, then more energy would need to be sold to generate the same income, and the resulting energy consumption and GHG emissions could actually increase.

There is uncertainty regarding the efficacy, reliability and legal standing of carbon off-sets at this time. For this reason, such mitigation is considered to be infeasible.

Response to Comment E-55. The commentor is correct in stating that the EIR must contain a "*reasonable*" [emphasis added] range of alternatives to the proposed project that avoid or lessen the significant impacts to the proposed project (Pub. Res. Code §21002; CEQA Guidelines §§ 15002(a)(3), 15021(a)(2), 15126.6(d)). According to CEQA Guidelines §15126.6(a) "[A]n EIR need not consider every conceivable alternative to a project. An EIR is not required to consider alternatives which are infeasible. The lead agency is responsible for selecting a range of project alternatives for examination and must publicly disclose its reasoning for selecting those alternatives. There is no ironclad rule governing the nature or scope of the alternatives to be discussed other than the rule of

reason. (Citizens of Goleta Valley v. Board of Supervisors (1990) 52 Cal.3d 553 and Laurel Heights Improvement Association v. Regents of the University of California (1988) 47 Cal.3d 376)."

The Draft EIR does include an analysis of a reasonable range of alternatives to the proposed project (Section 6.0 Alternatives, pages. 6-1 – 6-33) incompliance with CEQA. The Draft EIR discusses the No Project Alternative (Section 6.3.2.1) and an Off-Site Alternative (Section 6.3.2.4) as suggested by the commentor.

Response to Comment E-56. The commentor is misinterpreting the Draft EIR or has failed to understand that the proposed project is not a higher density mixed use commercial/residential project. The project analyzed in the Draft EIR is an industrial project (refer to Draft EIR Section 3.0 Project Description) which is consistent with the General Plan Designation of Business Park/Light Industrial. Zoning for the site and surrounding area in the City is governed by Specific Plan (SP) 208. SP 208, which is known as the Moreno Valley Industrial Area Plan, was originally adopted in 1989, amended in 2001 and 2002. The entire area surrounding the project site is zoned SP 208 which has planned the area for business park and industrial uses since 1989 (23 years). The area to the south in the City of Perris is also planned for industrial and commercial uses. Clearly, the Cities of Moreno Valley and Perris have planned this area for industrial/business park and commercial uses in their respective General Plans for years. The City has already determined the appropriate lands uses for the area and conducted the appropriate CEQA review for that determination. This project implements that prior determination consistent with the existing general plan and specific plan.

If the commentor is suggesting that a high density mixed use commercial/residential project be considered as an alternative to the proposed project, the Draft EIR Section 6.3.2.3, page 6-22 does include an analysis of Alternative 3 Mixed Use Commercial Office Center. A Mixed Commercial/Residential Alternative was analyzed in Section 6.2.3 and it was determined *[t]hat the mixed commercial/residential alternative would not meet the project objectives of providing new employment and revenue generation options in close proximity to local consumers to the same degree as the proposed project. The employment opportunities and economic benefits derived from the proposed project are superior to the Mixed Commercial/Residential Alternative. This alternative has been rejected because it would result in greater impacts and would not satisfy the basic City objectives for development of the project site.*

Also refer to Response to Comment D-96.

Response to Comment E-57. The Draft EIR does analyze the various alternatives impacts on greenhouse gas emissions (Table 6.G page 6-16) biological resources, water resources including water quality and water availability(Table 6.E page 6-16) and traffic (Table 6.C page 6-15). In addition, detailed analysis for each of the alternatives is proposed in Draft EIR Sections 6.3.1.1, 6.3.1.2, 6.3.1.3 and 6.3.1.4 on pages. 6-12 – 6-31 as it related to the environmental issues listed by the commentor. An agricultural alternative was not considered because the site has been planned by the City since 1987 for industrial land uses. In addition the current General Plan does not include any agricultural designations. The City allows agricultural uses in all land use designations as an interim use until such time as the land is developed per the vision identified in the General Plan. One of the goals stated in the City's recent General Plan is the "…orderly conversion of agricultural lands." Therefore, an agricultural use as an alternative is not a practical alternative that requires analysis. No further analysis is necessary and the comment does not change the conclusion in the Draft EIR.

Response to Comment E-58. This is the commentor's opinion and is not relevant to the analysis in the Draft EIR. However, the Draft EIR, Section 3.0 Project Description, page 3-1, states that "*The proposed project site has been used historically for agricultural purposes but currently lies fallow. It*

was most recently used as a sod farm growing that ceased operating in August 2005." The site has not been farmed over the last seven years.

Response to Comment E-59. A less dense alternative (which is to assume an alternative that considers a building of less square footage) is analyzed in the Draft EIR as Alternative 2. In this Alternative, warehouse uses would be reduced to 1,212,100 square feet on 71 acres. It was determines that Alternative 2 would be the environmentally superior alternative and it would have similar impacts as the proposed project on: agriculture and forestry resources, biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, mineral resources and recreation (Draft EIR Section 6.3.2.2 Alternative 2: Reduced Intensity , pages 6-17 – 6-22). It was concluded on page 6-21 that [*U]nder the Reduced Intensity Alternative, impacts related to short-term construction-related air quality would be similar to the proposed project as the same amount of land would be disturbed and the same mix of equipment would be utilized. Long-term operational-related air quality impacts would be reduced in magnitude when compared to the project but would remain significant and unavoidable. The decrease in warehouse uses would result in a reduction of permanent jobs that would be created. This alternative would have a reduced demand on public services and utilities and service systems. However, similar to the proposed project, the payment of fees and adherence to utility requirements would reduce these impacts to a less than significant level.*

Because of the decrease in vehicle trips achieved under this alternative, impacts to the operation of local roadways and intersections would be proportionally reduced from what was identified for the proposed project; however, long-term traffic impacts would remain significant and unavoidable. Construction-related noise would be similarly mitigated like the proposed project and would remain less than significant. Water use for this alternative would be less than the proposed project and would generate less wastewater and solid waste. Under this alternative, the proposed project objectives are met and warehouse uses would still be built, but on a smaller scale.

As stated above, the Reduced Intensity Alternative would reduce the intensity of some impacts of the proposed project. However; loss of farmland, long-term air quality, greenhouse gas emissions cumulative impacts, and long-term traffic impacts would remain significant and unavoidable. The Reduced Intensity Alternative is a reduction in actual size of the warehouse but the significant unavoidable impacts of the proposed project are not reduced to less than significant.

Additionally, the Reduced Intensity Alternative would not meet the following project objectives: "Provide a high density, high-quality large-scale industrial development to provide jobs for residents at a variety of income levels" and "Cluster industrial warehouse uses near efficient access points to the state highway system to reduce traffic congestion on surface streets and to reduce concomitant air pollutant emissions from vehicle sources reduces impacts to air quality, global climate change, and traffic." This is due to the fact that reduced-intensity development patterns are in concept diametrically opposite of the highly dense form of development patterns that are characteristic of clustered development. Development of the project site in such an inefficient manner would result in negative effects such as sprawl leading to increased VMT and associated air pollution and greenhouse gas emissions.

Response to Comment E-60. The City has fully responded to the commentor's concerns and comments and others who had submitted comments on the Draft EIR. The Final EIR is conformance with CEQA Guidelines §§ 15090, 15091, and 15132. In addition, the significant impacts of the proposed project have been analyzed in Section 4.1 through Section 4.5 in the Draft EIR and mitigation proposed for those impacts that were found to be significant. For those impacts for agriculture, air quality, greenhouse gas emissions, and traffic that were determined to be significant and unavoidable the City would have to adopt findings and a statement of overriding considerations

that the state the specific economic, legal, social technological, or other considerations, outweigh the significant unavoidable effects of the proposed project.

Response to Comment E-61. The City has included the Sierra Club on its mailing list for all future notices and documents regarding this project.

Response to Comment E-62. The commentor has attached various references. No response is required.

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Flex your power!
Be energy efficient!

June 4, 2012

Jeff Bradshaw
Associate Planner
City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552

Notice of availability DEIR for the VIP Moreno Valley. Riv-215-PM 32.62

Dear Mr. Bradshaw,

We have completed our review for the above noted project which is a 1,616,133 square foot warehouse distribution building on a 71.13 net acre site. The building includes 268 dock high doors and 44,000 square feet of office area in four potential office locations. Located within the Moreno Valley Industrial Area Plan (SP 208) at the City's southern boundary, between Perris Boulevard and Indian Street and between Grove View Road and the Perris Valley storm channel Tentative Parcel Map No. 36162 is proposed to combine four existing parcels into a single parcel for development of the 1.6 million square warehouse facilities. 1

As the owner and operator of the State Highway System (SHS), it is our responsibility to coordinate and consult with local jurisdictions when proposed development may impact our facilities. As the responsible agency under the California Environmental Quality Act (CEQA), it is also our responsibility to make recommendations to offset associated impacts with the proposed project. Although the project is under the jurisdiction of the City of Moreno Valley due to the Project's potential impact to State facilities it is also subject to the policies and regulations that govern the SHS. 2

We recommend the following: however, additional comments maybe forth coming. 3

Traffic Forecasting

Appendix G- Traffic Study VIP Moreno Valley page 6, Under section "Existing Without Project Traffic Volumes" please use year 2007 for Caltrans AADT volume data which can be found online. This will keep the consistency in traffic volume projections.

Appendix G- Traffic Study VIP Moreno Valley page 7, Under section "Existing Without Project Traffic Volumes" please specify which year(s) have been used to determine the D and K factors derived from Caltrans data. 4

We appreciate the opportunity to offer comments concerning this project. If you have any questions regarding this letter, please contact Talvin Dennis at (909) 383-6908 or myself at (909) 383-4557 for assistance.

"Caltrans improves mobility across California"

Sincerely,

DANIEL KOPULSKY
Office Chief
Community Planning/IGR-CEQA

2.14 RESPONSE TO LETTER F

California Department of Transportation, District 8

Response to Comment F-1. The commentor has accurately summarized the general aspects of the proposed project.

Response to Comment F-2. The comment is introductory and states that the California Department of Transportation (Caltrans) is the owner and operator of the State Highway System as is a "responsible agency" pursuant to Public Resources Code Section 21070 for making recommendations to offset associated traffic impacts with the proposed project.

The comment is introductory in nature and outlines Caltrans' authority and role as a commenting agency. Caltrans' introduction in this comment is noted, and no further response is required.

Response to Comment F-3. Response to Comment F-3. The project Traffic Impact Analysis used 2009 Caltrans Annual Average Daily Traffic (AADT) volume data because it was the most current data available and was comparable to the 2007 AADT. In addition, 2007 counts for the intersection analysis were used because it was determined that the volumes in 2007 were significantly higher at some locations than in 2009 and would represent the worst-case scenario.

Response to Comment F-4. The project Traffic Impact Analysis used 2009 Caltrans data for K and D factors to be consistent with the 2009 Caltrans AADT volume data that was used in the analysis.

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Philip E. Paule

Ronald W. Sullivan
Randy A. Record
David J. Slawson

General Manager
Paul D. Jones II, P.E.

Director of The Metropolitan Water District of So. Calif.
Randy A. Record

Board Secretary and Assistant to the General Manager
Rosemarie V. Howard

Legal Counsel
Redwine and Sherrill

June 4, 2012

Jeff Bradshaw, Associate Planner
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

SUBJECT: VIP Moreno Valley
Notice of Availability (NOA) of a
Draft Environmental Impact Report

Dear Mr. Bradshaw:

Thank you for the opportunity to review the Notice of Availability (NOA) for the above referenced project. The project proposes to develop approximately 1,616,133 square feet of distribution warehouse space on an approximately 71 acre site. The single building will be constructed with 264 vertical-lift dock-high roll-up doors on the long (north and south) sides of the building to allow access for the loading and unloading of products from diesel truck/trailers. The project is estimated to be constructed by the year 2013. Eastern Municipal Water District (EMWD) offers the following comments. 1

The subject project requires water, sewer and recycled water services from EMWD. The details of said service connection points will be further detailed in a separate document, known as EMWD's Plan of Service, which is still not yet developed by the project proponent. To that end, EMWD requires dialog with the project proponent, to develop the EMWD Plan of Service, as clarified in the attached letter. 2

Again, EMWD appreciates the opportunity to comment on this project. Please forward the Final Environmental Impact Report to the attention of Helen Stratton at the mailing address shown on page one. If you have questions concerning these comments, please feel free to contact Helen Stratton at 951 928-3777, Ext. 4545, or Eli Rodriguez at Ext. 4450.

Sincerely,

Joseph B. Lewis
Director of Engineering Services

JBL:hs
Cc: Eli Rodriguez
Encls.

Mailing Address: Post Office Box 8300 Perris, CA 92572-8300 Telephone: (951) 928-3777 Fax: (951) 928-6177
Location: 2270 Trumble Road Perris, CA 92570 Internet : www.emwd.org

EASTERN MUNICIPAL WATER DISTRICT
SINCE 1950

June 4, 2012

Board of Directors

President and Treasurer
Joseph J. Kuebler, CPA

Vice President
Philip E. Paule

Ronald W. Sullivan
Randy A. Record
David J. Slawson

General Manager
Paul E. Jones II, P.E.

Director of The Metropolitan Water District of So. Calif.
Randy A. Record

Board Secretary and Assistant to the General Manager
Rosemarie V. Howard

Legal Counsel
Redwine and Sherrill

City Of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

Re. NOP of DEIR, VIP Moreno Valley, TPM 36162

Attn. Jeff Bradshaw, Associate Planner, City Of Moreno Valley

In order to receive water, sewer or recycled water service(s) from Eastern Municipal Water District (EMWD), the following information will be helpful to the project proponent:

EMWD requires beginning dialogue with the project proponent at an early stage in site design and development, via a one-hour complimentary Due Diligence meeting. To set up this meeting, the project proponent should complete a Project Questionnaire (form NBD-058) and submit to EMWD. To download this form or for additional information, please visit our "New Development Process" web page, under the "Businesses" tab, at www.emwd.org. This meeting will offer the following benefits:

1. Describe EMWD's development work-flow process
2. Identify project scope and parameters
3. Preliminary, high level review of the project within the context of existing infrastructure
4. Discuss potential candidacy for recycled water service

Following the Due Diligence meeting, to proceed with this project, a Plan Of Service (POS) will need to be developed by the developer's engineer, and reviewed/approved by EMWD prior to submitting improvement plans for Plan Check. The POS process will provide the following:

1- Technical evaluation of the project's preliminary design
2- Defined facility requirements, i.e. approved POS
3- Exception: for feasibility evaluation of a purchase acquisition, only a conceptual facilities assessment may be developed.

2

If you have questions or concerns, please do not hesitate to contact me.

Sincerely,

Eli Rodriguez
New Business Development Department
(951) 928-3777 x4450
rodrigue@emwd.org

Mailing Address: Post Office Box 8300 Perris, CA 92572-8300 Telephone: (951) 928-3777 Fax: (951) 928-6177
Location: 2270 Trumble Road Perris, CA 92570 Internet : www.emwd.org

2.16 RESPONSE TO LETTER G

Eastern Municipal Water District

Response to Comment G-1. The commentor has accurately summarized the general aspects of the proposed project.

Response to Comment G-2. Eastern Municipal Water District is providing information to the City and applicant that the applicant must submit a Plan of Services prior to construction of the project. The attachment letter outlines what is required of the applicant prior to construction. The comment does not directly refer to the Draft EIR but is provided for informational purposes.

From: Noelle_Ronan@fws.gov [mailto:Noelle_Ronan@fws.gov]
Sent: Monday, June 04, 2012 4:00 PM
To: Jeffrey Bradshaw
Cc: CLandry@wrcrca.org; Karin_Cleary-Rose@fws.gov
Subject: VIP Moreno Valley Draft Environmental Impact Report (DEIR) [FWS-WRIV-12B0233-12CPA0244]

Mr. Bradshaw,
The City of Moreno Valley submitted the above-mentioned DEIR to identify the proposed project's direct, indirect, and cumulative environmental impacts, to discuss alternatives, and to propose mitigation measures that avoid, minimize, or offset significant environmental impacts. The Service is providing the following comments as they relate to the project's consistency with the Western Riverside County Multiple Species Conservation Plan (MSHCP).

Focused surveys for special status plants and burrowing owls were conducted on the project site in 2009. We typically prefer that surveys for sensitive species are updated (i.e., no more than 1 year old) to demonstrate that the project is consistent with the MSHCP. However; given the disturbed condition of the project site (e.g., annual disking), we acknowledge that the focused surveys for sensitive plants and burrowing owls are sufficient. 1

We appreciate the inclusion of mitigation measures (Mitigation Measure BIO-1 through BIO-4) to avoid or minimize impacts to birds protected by the Migratory Bird Treaty Act (MBTA) and burrowing owls. Mitigation Measure BIO-3 specifies that if nesting special status avian species or burrowing owls occupy an area of disturbance, no construction activity will take place within 500 feet of an active nest/burrow until it has been determined that it is no longer active and all juveniles have fledged. In addition, we recommend that a biological monitor be present to monitor the effects of construction on any active nests and to ensure that there is no encroachment into the 500 foot nest buffer zones. 2

Thank you for the opportunity to review the DEIR. If you have any questions or comments please contact me at 760-322-2070 ext. 215.

Noelle Ronan
Fish and Wildlife Biologist
U.S. Fish and Wildlife Service
Palm Springs Fish and Wildlife Office
777 E. Tahquitz Canyon Way, Suite 208
Palm Springs, CA 92262
760-322-2070 ext. 215

2.18 RESPONSE TO LETTER H

United States Fish and Wildlife Service

Response to Comment H-1. The City concurs with the United States Fish and Wildlife Service's conclusion that the site is disturbed and that updated focused surveys for sensitive plants and the burrowing owl are not necessary even if the original surveys are now 3 years old.

Response to Comment H-2. The United States Fish and Wildlife Service concurs with the mitigation in the Draft EIR for the burrowing owl and recommends that a biological monitor be present during construction to monitor any active nests to ensure that there is no encroachment into the 500 foot nest buffer zone. The City concurs with this recommendation and mitigation Measure BIO-3 has been amended as follows:

> ***Mitigation Measure BIO-3:*** *If nesting special status avian or burrowing owl species are determined to occupy a proposed area of disturbance a biological monitor will be present during construction to ensure no construction activity shall take place within 500 feet of an active nest/burrow until it has been determined by the biological monitor that the nest/burrow is no longer active, and all juveniles have fledged the nest/burrow.*

Letter I

WARREN D. WILLIAMS
General Manager-Chief Engineer

1995 MARKET STREET
RIVERSIDE, CA 92501
951.955.1200
FAX 951.788.9965
www.rcflood.org

51183

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

RECEIVED
JUN 06 2012
CITY OF MORENO VALLEY
Planning Division

City of Moreno Valley
Community Development Department -
Planning Division
Post Office Box 88005
Moreno Valley, California 92552-0805

Attention: JEFF BRADSHAW

Ladies and Gentlemen:

Re: PM 36162 (PA 09-0012) + PP 09-0005

The District does not normally recommend conditions for land divisions or other land use cases in incorporated cities. The District also does not plan check city land use cases, or provide State Division of Real Estate letters or other flood hazard reports for such cases. District comments/recommendations for such cases are normally limited to items of specific interest to the District including District Master Drainage Plan facilities, other regional flood control and drainage facilities which could be considered a logical component or extension of a master plan system, and District Area Drainage Plan fees (development mitigation fees). In addition, information of a general nature is provided.

The District has not reviewed the proposed project in detail and the following checked comments do not in any way constitute or imply District approval or endorsement of the proposed project with respect to flood hazard, public health and safety or any other such issue:

_____ No comment.

_____ This project would not be impacted by District Master Drainage Plan facilities nor are other facilities of regional interest proposed.

_____ This project involves District Master Plan facilities. The District will accept ownership of such facilities on written request of the City. Facilities must be constructed to District standards, and District plan check and inspection will be required for District acceptance. Plan check, inspection and administrative fees will be required.

_____ This project proposes channels, storm drains 36 inches or larger in diameter or other facilities that could be considered regional in nature and/or a logical extension of the adopted _____ Master Drainage Plan. The District would consider accepting ownership of such facilities on written request of the City. Facilities must be constructed to District standards, and District plan check and inspection will be required for District acceptance. Plan check, inspection and administrative fees will be required.

_____ This project is located within the limits of the District's _____ Area Drainage Plan for which drainage fees have been adopted; applicable fees should be paid by cashier's check or money order only to the Flood Control District or City prior to issuance of grading permits. Fees to be paid should be at the rate in effect at the time of issuance of the actual permit.

_____ An encroachment permit shall be obtained for any construction related activities occurring within District right of way or facilities. For further information, contact the District's encroachment permit section at 951.955.1266.

✓ The Districts previous comments are still valid. 1

GENERAL INFORMATION

This project may require a National Pollutant Discharge Elimination System (NPDES) permit from the State Water Resources Control Board. Clearance for grading, recordation or other final approval should not be given until the City has determined that the project has been granted a permit or is shown to be exempt.

If this project involves a Federal Emergency Management Agency (FEMA) mapped flood plain, then the City should require the applicant to provide all studies, calculations, plans and other information required to meet FEMA requirements, and should further require that the applicant obtain a Conditional Letter of Map Revision (CLOMR) prior to grading, recordation or other final approval of the project, and a Letter of Map Revision (LOMR) prior to occupancy.

If a natural watercourse or mapped flood plain is impacted by this project, the City should require the applicant to obtain a Section 1602 Agreement from the California Department of Fish and Game and a Clean Water Act Section 404 Permit from the U.S. Army Corps of Engineers, or written correspondence from these agencies indicating the project is exempt from these requirements. A Clean Water Act Section 401 Water Quality Certification may be required from the local California Regional Water Quality Control Board prior to issuance of the Corps 404 permit.

Very truly yours,

MEKBIB DEGAGA
Engineering Project Manager

Date: 5/22/2012

c: Riverside County Planning Department
Attn: Kristi Lovelady

ATTACHED

Item No. E.2

MV00179498

Letter 1

WARREN D. WILLIAMS
General Manager-Chief Engineer

1995 MARKET STREET
RIVERSIDE, CA 92501
951.955.1200
FAX 951.788.9965
www.floodcontrol.co.riverside.ca.us
51183_6

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

City of Moreno Valley
Community Development Department -
Planning Division
Post Office Box 88005
Moreno Valley, California 92552-0805

Attention: JEFF Bradshaw

Ladies and Gentlemen: Re: PA09-0004

The District does not normally recommend conditions for land divisions or other land use cases in incorporated cities. The District also does not plan check city land use cases, or provide State Division of Real Estate letters or other flood hazard reports for such cases. District comments/recommendations for such cases are normally limited to items of specific interest to the District including District Master Drainage Plan facilities, other regional flood control and drainage facilities which could be considered a logical component or extension of a master plan system, and District Area Drainage Plan fees (development mitigation fees). In addition, information of a general nature is provided.

The District has not reviewed the proposed project in detail and the following checked comments do not in any way constitute or imply District approval or endorsement of the proposed project with respect to flood hazard, public health and safety or any other such issue:

____ No comment.

____ This project would not be impacted by District Master Drainage Plan facilities nor are other facilities of regional interest proposed.

X This project involves District Master Plan facilities. ~~The District will accept ownership of such facilities on written request of the City. Facilities must be constructed to District standards, and District plan check and inspection will be required for District acceptance. Plan check, inspection and administrative fees will be required.~~ — 2

____ This project proposes channels, storm drains 36 inches or larger in diameter or other facilities that could be considered regional in nature and/or a logical extension of the adopted _____ Master Drainage Plan. The District would consider accepting ownership of such facilities on written request of the City. Facilities must be constructed to District standards, and District plan check and inspection will be required for District acceptance. Plan check, inspection and administrative fees will be required.

X This project is located within the limits of the District's Perris Valley Area Drainage Plan for which drainage fees have been adopted; applicable fees should be paid by cashier's check or money order only to the Flood Control District or City prior to issuance of grading permits. Fees to be paid should be at the rate in effect at the time of issuance of the actual permit. — 3

X An encroachment permit shall be obtained for any construction related activities occurring within District right of way or facilities. For further information, contact the District's encroachment permit section at 951.955.1266. — 4

GENERAL INFORMATION

This project may require a National Pollutant Discharge Elimination System (NPDES) permit from the State Water Resources Control Board. Clearance for grading, recordation or other final approval should not be given until the City has determined that the project has been granted a permit or is shown to be exempt.

If this project involves a Federal Emergency Management Agency (FEMA) mapped flood plain, then the City should require the applicant to provide all studies, calculations, plans and other information required to meet FEMA requirements, and should further require that the applicant obtain a Conditional Letter of Map Revision (CLOMR) prior to grading, recordation or other final approval of the project, and a Letter of Map Revision (LOMR) prior to occupancy.

If a natural watercourse or mapped flood plain is impacted by this project, the City should require the applicant to obtain a Section 1602 Agreement from the California Department of Fish and Game and a Clean Water Act Section 404 Permit from the U.S. Army Corps of Engineers, or written correspondence from these agencies indicating the project is exempt from these requirements. A Clean Water Act Section 401 Water Quality Certification may be required from the local California Regional Water Quality Control Board prior to issuance of the Corps 404 permit.

Very truly yours,

DALE V. ANDERSON
Engineering Project Manager

Date: 03/00/09

c: Riverside County Planning Department
Attn: Kathleen Browne

2.20 RESPONSE TO LETTER I

Riverside County Flood Control and Water Conservation District

Response to Comment I-1. The City acknowledged that the previous comments that were provided to the City during the NOP comment period are still valid and are provided in the second page of the response letter and included in Appendix A to the Draft EIR. The comments do not reflect the analysis in the Draft EIR and provide the City with facts that relate to the construction of the project and the project's responsibility to meet the Riverside County Flood Control and Water Conservation District's requirements.

Response to Comment I-2. The City acknowledges the project involves the District's Master Plan of Facilities. Refer to Response to Comment I-1.

Response to Comment I-3. The City acknowledges the project is located in the District's Perris Valley Area Drainage Plan and fees must be paid to the District by the project proponent prior to the issuance of grading permits. Refer to Response to Comment I-1.

Response to Comment I-4. The City acknowledges the project proponent is required to obtain an encroachment permit for any construction in the District's right of way or facilities. Refer to Response to Comment I-1.

Letter J

STATE OF CALIFORNIA

GOVERNOR'S OFFICE *of* PLANNING AND RESEARCH

STATE CLEARINGHOUSE AND PLANNING UNIT

EDMUND G. BROWN JR.
GOVERNOR

KEN ALEX
DIRECTOR

June 5, 2012

RECEIVED
JUN 11 2012
CITY OF MORENO VALLEY
Planning Division

Jeff Bradshaw
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552-0805

Subject: PA09-0004 (Plot Plan), PA09-0012 (Tentative Parcel Map No. 36162), and P11-020 (EIR)
SCH#: 2011081084

Dear Jeff Bradshaw:

The State Clearinghouse submitted the above named Draft EIR to selected state agencies for review. On the enclosed Document Details Report please note that the Clearinghouse has listed the state agencies that reviewed your document. The review period closed on June 4, 2012, and the comments from the responding agency (ies) is (are) enclosed. If this comment package is not in order, please notify the State Clearinghouse immediately. Please refer to the project's ten-digit State Clearinghouse number in future correspondence so that we may respond promptly.

Please note that Section 21104(c) of the California Public Resources Code states that:

> "A responsible or other public agency shall only make substantive comments regarding those activities involved in a project which are within an area of expertise of the agency or which are required to be carried out or approved by the agency. Those comments shall be supported by specific documentation."

These comments are forwarded for use in preparing your final environmental document. Should you need more information or clarification of the enclosed comments, we recommend that you contact the commenting agency directly.

This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act. Please contact the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process. J-1

Sincerely,

Scott Morgan
Director, State Clearinghouse

Enclosures
cc: Resources Agency

1400 10th Street P.O. Box 3044 Sacramento, California 95812-3044
(916) 445-0613 FAX (916) 323-3018 www.opr.ca.gov

Item No. E.2

MV00179501

Letter J

Document Details Report
State Clearinghouse Data Base

SCH# 2011081084
Project Title PA09-0004 (Plot Plan), PA09-0012 (Tentative Parcel Map No. 36162), and P11-020 (EIR)
Lead Agency Moreno Valley, City of

Type EIR Draft EIR

Description The project is generally described as a Plot Plan for development of a 1,616,133 s.f. warehouse distribution building on a 71.13 net acre site. The building includes 268 dock high doors and 44,000 s.f. of office area in four potential office locations. Tentative Parcel Map No. 36162 is proposed to combine four existing parcels into a single parcel for development of the 1.6 million square warehouse facility.

Lead Agency Contact

Name Jeff Bradshaw
Agency City of Moreno Valley
Phone 951 413-3224 **Fax**
email
Address 14177 Frederick Street
City Moreno Valley **State** CA **Zip** 92552-0805

Project Location

County Riverside
City Moreno Valley
Region
Lat / Long 33° 51' 39.5" N / 117° 13' 49.5" W
Cross Streets Southwest corner of Grove View road and Perris Boulevard
Parcel No. 316-210-071, -073, -075, and -076
Township 3S **Range** 3W **Section** 31 **Base** SBB&M

Proximity to:

Highways I-215
Airports March Air Reserve Base
Railways B.N.S.F.
Waterways Perris Valley Storm Channel - Lateral B
Schools Rancho Verde H.S.
Land Use The current General Plan designation is Business Park and the current zoning is Industrial within SP 208.

Project Issues Aesthetic/Visual; Agricultural Land; Air Quality; Biological Resources; Noise; Traffic/Circulation; Other Issues

Reviewing Agencies Resources Agency; Department of Fish and Game, Region 6; Department of Parks and Recreation; Department of Water Resources; Caltrans, Division of Aeronautics; California Highway Patrol; Caltrans, District 8; Regional Water Quality Control Board, Region 8; Native American Heritage Commission

Date Received 04/20/2012 **Start of Review** 04/20/2012 **End of Review** 06/04/2012

Note: Blanks in data fields result from ir nt information provided by lead agency.

Item No. E.2

If you have any questions about this response to your request, please do not hesitate to contact me at (916) 653-6251.

Sincerely,

Dave Singleton
Program Analyst

Cc: State Clearinghouse

Attachment: Native American Contact List

2.22 RESPONSE TO LETTER J

California Governor's Office of Planning and Research, State Clearinghouse

Response to Comment J-1. The City recognizes the receipt of comments from State agencies and the State Clearinghouse's acknowledgement that it has complied with review requirements for environmental documents.

3. EIR ERRATA

Any corrections to the Draft Environmental Impact Report (EIR) text and figures generated either from responses to comments or independently by the City, are stated in this section of the Final EIR. The Draft EIR text and figures have not been modified to reflect these EIR modifications.

These EIR errata are provided to clarify, refine, and provide supplemental information for the Starcrest Distribution Facility Project Draft EIR. Changes may be corrections or clarifications to the text and figures of the original Draft EIR. Other changes to the EIR clarify the analysis in the EIR based upon the information and concerns raised by commentors during the public review period. None of the information contained in these EIR modifications constitutes significant new information or changes to the analysis or conclusions of the Draft EIR.

The information included in this EIR erratum that resulted from the public comment process does not constitute substantial new information that requires recirculation of the Draft EIR. The California Environmental Quality Act (CEQA) Guidelines, Section 15088.5, states in part:

(a) A lead agency is required to recirculate an EIR when significant new information is added to the EIR after public notice is given of the availability of the draft EIR for public review under Section 15087 but before certification. As used in this section, the term "information" can include changes in the project or environmental setting as well as additional data or other information. New information added to an EIR is not "significant" unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect (including a feasible project alternative) that the project's proponents have declined to implement. "Significant new information" requiring recirculation includes, for example, a disclosure showing that:

    (1) A new significant environmental impact would result from the project or from a new mitigation measure proposed to be implemented.

    (2) A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.

    (3) A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the significant environmental impacts of the project, but the project's proponents decline to adopt it.

    (4) The draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

(b) Recirculation is not required where the new information added to the EIR merely clarifies or amplifies or makes insignificant modifications in an adequate EIR.

The changes to the Draft EIR included in these EIR modifications do not constitute "significant" new information because:

No new significant environmental impact would result from the project or from a new mitigation measure;

There is no substantial increase in the severity of an environmental impact that would result unless mitigation measures are adopted that reduce the identified significant impacts to a level of insignificance;

No feasible project alternative or mitigation measure considerably different from others previously analyzed has been proposed or identified that would clearly lessen the significant environmental impacts of the project; and

The Draft EIR is not fundamentally or basically inadequate or conclusory in nature such that meaningful public review and comment were precluded.

Therefore, recirculation of the Draft EIR is not required because the new information added to the EIR through these modifications clarifies or amplifies information already provided or makes insignificant modifications to the already adequate Draft EIR.

For simplicity, the EIR modifications contained in the following pages are in the same order as the information appears in the Draft EIR. Changes in text are signified by strikeouts (~~strikeouts~~) where text has been removed and by double underlining (underline) where text has been added. The applicable page numbers from the Draft EIR are also provided where necessary for easy reference.

Draft EIR, Section 1.0 Executive Summary, Table 1.B: VIP Moreno Valley - Environmental Summary, pages 1-11 through 1-41

Table 1.B: VIP Moreno Valley - Environmental Summary in the Draft EIR has been updated to be consistent with changes that have been made, as a result of the responses to comments. Changes have been made to mitigation measures for air quality, biological resources, cultural resources, geology and soils, hydrology and water quality. These changes to the Draft EIR do not result in a significant impact and has no material effect on the findings of the Draft EIR.

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
AIR QUALITY		
Construction ~~Equipment Exhaust~~ Emissions: Would the proposed project violate any AAQS or contribute to an existing or projected air quality violation; or expose sensitive receptors to pollutants? For construction operations, the applicable daily thresholds are: - 75 pounds per day of ROC; - 100 pounds per day of NO_X; - 550 pounds per day of CO; - 150 pounds per day of PM_{10}; - 150 pounds per day of SO_X; and - 55 pounds per day of $PM_{2.5}$.	**4.2.6.1B**. Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall utilize power sources (e.g., power poles) or clean-fuel (e.g., fuel other than diesel or gasoline) generators where feasible. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City. **4.2.6.1K** Grading plans, construction specifications and bid documents shall also include the following notations: • Off-road construction equipment shall utilize alternative fuels where feasible e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty; • Gravel pads shall be provided at all access	Significant and unavoidable

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	points to prevent tracking of mud onto public roads; • Install and maintain trackout control devices at all access points where paved and unpaved access or travel routes intersect; • The contractor or builder shall designate a person or person(s) to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust off site; • The contractor or builder shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The contact person shall take corrective action within 24 hours; • High pressure injectors shall be provided on diesel construction equipment where feasible; • Engine size of construction equipment shall be limited to the minimum practical size; • Substitute gasoline-powered for diesel-powered construction equipment where feasible; • Use electric construction equipment where feasible; • Install catalytic converters on gasoline-powered equipment where feasible; • Ride-sharing program for the construction crew shall be encouraged and shall be supported by contractor(s) via incentives or other inducement; • Documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs;	

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	• Lunch vendor services shall be ~~provided~~ permitted onsite during construction to minimize the need for offsite vehicle trips; • All forklifts used during construction and in subsequent operation of the project shall be electric or natural gas powered. • Suspend use of all construction equipment operations during second stage smog alerts. **4.2.6.1N**. When materials are transported off-site, all material shall be covered, effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained. **4.2.6.1O.** All streets shall be swept at least once a day using SCAQMD Rule 1186 certified street sweepers utilizing reclaimed water trucks if visible soil materials are carried to adjacent streets. **4.2.6.1P.** Any vegetative cover to be utilized onsite shall be planted as soon as possible to reduce the disturbed area subject to wind erosion. Irrigation systems required for these plants shall be installed as soon as possible to maintain good ground cover and to minimize wind erosion of the soil. **4.2.6.1Q**. Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow. **4.2.6.1R** All roadways, driveways, sidewalks, etc., should be completed as soon as possible. In addition, building pads should be laid as soon as possible after grading unless seeding or soil binders are used. **4.2.6.1S** Implement activity management techniques including a) development of a comprehensive construction management plan designed to minimize the number of large construction equipment operating during any given time period; b) scheduling of construction truck trips during non-peak hours to reduce peak hour emissions; c) limitation of the length of construction work-day period;	

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	and d) phasing of construction activities. **4.2.6.1T** Reroute construction trucks away from congested streets and sensitive receptor areas.	
Long-Term Operational Emissions: Would the proposed project violate any AAQS or contribute to an existing or projected air quality violation; or expose sensitive receptors to pollutants? For long-term operations, the applicable daily thresholds are: - 55 pounds of ROC; - 55 pounds of NOX; - 550 pounds of CO; - 150 pounds of PM10; - 55 pounds of PM2.5; and - 150 pounds of SOX.	**4.2.6.3A** Prior to issuance of the first building permit, building and site plan designs shall ensure that the project's energy efficiencies surpass applicable 2008 California Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City. Any-combination of design features, including but not limited to the following list, may shall be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent: • ~~Buildings shall e~~Exceed California Title 24 Energy Efficiency performance standards for water heating and space heating and cooling, as deemed acceptable by the City. • Increase in insulation such that heat transfer and thermal bridging is minimized. • Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption. • Incorporate dual-paned or other energy efficient windows. • Incorporate energy efficient space heating and cooling equipment. • ~~Interior~~Use interior and exterior energy efficient lighting which exceeds the California Title 24 Energy Efficiency performance standards~~ shall be installed~~, as deemed acceptable by the City. ~~Automatic~~ Use automatic devices to turn off lights when they are not needed~~ shall be implemented~~. • To the extent that they are compatible with landscaping guidelines established by the City, use shade-producing trees, particularly those that shade paved	Significant and Unavoidable

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	surfaces such as streets and parking lots and buildings ~~shall be planted~~ at the project site. • ~~Paint~~ Use paint and a surface color palette for the project ~~shall~~ emphasizing light and off-white colors which reflect heat away from the buildings. • ~~All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design.~~ • Install a photovoltaic array (solar panels) or other source of renewable energy generation on-site, or otherwise acquire energy from the local utility that has been generated by renewable resources, to meet the project's office electricity needs. • ~~To r~~ Reduce energy demand associated with potable water conveyance~~, the project shall implement~~ using the following: ○ Landscaping palette emphasizing drought-tolerant plants; ○ Use of water-efficient irrigation techniques; and, ○ U.S. EPA Certified WaterSense labeled for equivalent faucets, high-efficiency toilets (HETs), and water-conserving shower heads. • ~~The project shall p~~ Provide secure, weather-protected, on-site bicycle storage/parking. • ~~The project shall p~~ Provide on-site showers (one for males and one for females). ~~L~~ Provide lockers for employees ~~shall be provided~~. • ~~The project will e~~ Establish a Transportation Management Association (TMA). The TMA will coordinate with other TMAs within the City to encourage and coordinate carpooling among building occupants. The TMA will advertise its services to building occupants, and offer transit and/or other incentives to reduce GHG emissions. A plan will be submitted by the TMA to the City within two months	

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	of project completion that outlines the measures implemented by the TMA, as well as contact information. • ~~The project shall p~~Provide preferential parking for carpools~~ and vanpool~~, vanpools or other alternative fuel vehicles. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to final site plan approval, delineate preferential parking for carpools and vanpools ~~shall be delineated~~ on the project site plan. • ~~The project shall p~~Provide at least two electric vehicle charging stations. Locations and configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, delineate stub outs for charging stations ~~shall be indicated~~ on the project building plans. • Implement compressed workweek schedules. • Achieve at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers until it reaches a minimum of 90% of all long haul trips carried by SmartWay 1.0 or greater carriers. • Achieve at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers. • Use of fleet vehicles conforming to 2010 air quality standards or better. • Installation of catalytic converters on gasoline-powered equipment. • Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets. • Establishment and use of carpool/vanpool programs, complemented by parking fees	

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	for single-occupancy vehicles. • Provision of preferential parking for EV and CNG vehicles. • Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance. • Use of electric (instead of diesel or gasoline-powered) yard trucks. • Use of SmartWay 1.25 rated trucks. • Provide a display case or kiosk displaying transportation information including the RTA bus schedule in a prominent area accessible to employees. • Use landscape maintenance companies that use battery powered or electric equipment or contract only with commercial landscapers who operate with equipment that complies with the most recent California Air Resources Board certification standards, or standards adopted no more than three years prior to date of use or any combination of these two themes. ~~• Lease/purchase documents shall identify that tenants are encouraged to promote the following:~~ ~~○ Implementation of compressed workweek schedules.~~ ~~○ SmartWay partnership;~~ ~~○ Achievement of at least 20 percent per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers until it reaches a minimum of 90 percent of all long haul trips carried by SmartWay 1.0 or greater carriers.~~ ~~○ Achievement of at least 15 percent per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85 percent of all consolidator trips carried by SmartWay 1.0 or greater~~	

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	~~carriers.~~ ~~○ Use of fleet vehicles conforming to 2010 air quality standards or better.~~ ~~○ Installation of catalytic converters on gasoline-powered equipment.~~ ~~○ Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets.~~ ~~○ Establishment and use of carpool/vanpool programs, complemented by parking fees for single occupancy vehicles.~~ ~~○ Provision of preferential parking for EV and CNG vehicles.~~ ~~○ Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance.~~ ~~○ Use of electric (instead of diesel or gasoline-powered) yard trucks.~~ ~~○ Use of SmartWay 1.25 rated trucks.~~	
BIOLOGICAL RESOURCES (FROM THE INITIAL STUDY [APPENDIX A])		
Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state habitat conservation plan?	**Mitigation Measure BIO-3:** If nesting special status avian or burrowing owl species are determined to occupy a proposed area of disturbance a biological monitor will be present during construction to ensure no construction activity shall take place within 500 feet of an active nest/burrow until it has been determined by the biological monitor that the nest/burrow is no longer active, and all juveniles have fledged the nest/burrow.	Less Than Significant
CULTURAL RESOURCES (FROM THE INITIAL STUDY [APPENDIX A])		
Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	**Mitigation Measure CUL-1:** Prior to construction involving excavation four feet or more below existing surface grade, the construction contractor shall provide evidence that a qualified paleontologist has been retained, and that the paleontologist(s) shall be present during all grading and other significant ground-disturbing activities that	Less Than Significant

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	reach four feet or more below existing surface grade. ~~If the paleontologist(s) do not find evidence for Pleistocene-era deposits once the maximum excavation depth is reached, monitoring shall be discontinued.~~ In the event fossiliferous deposits are encountered, the following measures shall be implemented: • Monitoring shall be conducted by qualified paleontological monitor(s) of excavation in areas identified as likely to contain paleontological resources, including undisturbed older Pleistocene alluvium. Paleontological monitors shall be equipped to salvage fossils as they are unearthed, to avoid construction delays, and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates. Monitors shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens. Monitoring may be reduced if the potentially fossiliferous units are determined upon exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources. • Paleontological monitoring of any earthmoving will be conducted by a monitor, under direct guidance of a qualified paleontologist. Earthmoving in areas of the parcel where previously undisturbed sediments are buried, but not otherwise disturbed, will not be monitored. • ~~If too few fossil remains are found after 50 percent of the planned for earthmoving has been completed, monitoring can be reduced or discontinued in those areas at the project paleontologist's direction.~~ • Preparation of recovered specimens to a point of identification and permanent preservation, including washing of sediments to recover small invertebrates and vertebrates. • Identification and curation of specimens into a professional, fully accredited museum repository with permanent retrievable storage. The paleontologist must have a written repository agreement	

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	in hand prior to the initiation of mitigation activities. • Preparation or a report of findings with and appended itemized inventory of specimens. The report and report and inventory, when submitted to the City of Moreno Valley along with confirmation of the curation of recovered of recovered specimens into an established, accredited museum repository, will signify completion of the program to mitigate impacts to paleontological resources.	
GEOLOGY AND SOILS (FROM THE INITIAL STUDY [APPENDIX A])		
Be located on expansive soil, as defined in Table 18-a-B of the Uniform Building Code (1994), creating substantial risks to life or property?	**Mitigation Measure GEO-1:** Prior to the issuance of grading permits, any existing low density soils and/or saturated soils shall be removed to competent natural soil under the inspection of the Soils Engineering Firm. After the exposed surface has been cleansed of debris and/or vegetation, it shall be scarified until it is uniform in consistency, brought to the proper moisture content and compacted to a minimum of 90 percent relative compaction (in accordance with ASTM: D-1557). In any area where a transition between fill and native soil or between bedrock and soil are encountered, additional excavation beneath foundations and slabs will be necessary in order to provide uniform support and avoid differential settlement of the structure. The on-site soils or approved import soils may be utilized for the compacted fill, provided they are free of any deleterious materials and shall not contain any rocks, brick, asphaltic concrete, concrete, or other hard materials greater than eight inches in maximum dimensions. Any import soil must be approved by the Soils Engineering firm a minimum of 24 hours prior to importation to the site. The approved fill soils shall be placed in layers not in excess of six inches in thickness. Each lift shall be uniform in thickness and thoroughly blended. The fill soils shall be brought to within 2 percent of the optimum moisture content, unless otherwise specified by the Soils Engineering firm. Each lift shall be compacted to a minimum of 90 percent relative compaction (in accordance with ASTM: D-1557) and approved prior to the	Less Than Significant

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	placement of the next layer of soil. Compaction tests shall be obtained at the discretion of the Soils Engineering firm but to a minimum of one test for every 500 cubic yards placed and/or for every two feet of compacted fill placed. The minimum relative compaction shall be obtained in accordance with accepted methods in the construction industry. The final grade of the structural areas shall be in a dense and smooth condition prior to placement of slabs-on-grade or pavement areas. No fill soils shall be placed, spread, or compacted during unfavorable weather conditions. When the grading is interrupted by heavy rains, compaction operations shall not be resumed until approved by the Soils Engineering firm. It should be noted that the above measure may be modified by the Final Geotechnical or Soils Report. **Mitigation Measure GEO-2:** Prior the issuance of grading permits, the project proponent shall inform the project engineers, architects, owner, maintenance personnel, and other interested parties of the Expansive Soil Guidelines provided in the project's geotechnical analysis [Geotechnical Engineering Investigation Proposed Industrial Development Southwest Corner of Perris Boulevard and Grove View Road Moreno Valley, California, NorCal Engineering, March 7, 2007]. The recommendations identified in the project's Expansive Soil Guidelines shall be reviewed and considered implemented by the project engineers, architects, owner, maintenance personnel, and other interested parties to determine in the applicable design guidelines. Applicable design guidelines shall be included and implemented in the project's grading plans.	
GREENHOUSE GAS EMISSIONS AND CLIMATE CHANGE		
Would the proposed project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	**4.3.6.1A** Prior to the issuance of building permits, the project applicant shall provide evidence to the City of Moreno Valley that building features have been incorporated in building plans as required by Title 24 of the California Code of Regulations. These features include but are not limited to the	Less than Significant

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	following: • Exterior windows in the office areas shall utilize window treatments for efficient energy conservation. **4.3.6.1B** Prior to the issuance of building permits, the project applicant shall provide evidence to the City of Moreno Valley that the following measures have been be incorporated into the design and construction of the project: • Use Encourage use of locally produced and/or manufactured building materials for at least 10 percent of the construction materials used for the project. • Use Encourage use of "Green Building Materials," such as those materials that are resource efficient, and recycled and manufactured in an environmentally friendly way, for at least 10 percent of the project. • Maximize the use of electricity from the power grid by replacing diesel- or gasoline-powered equipment where feasible. This would reduce GHG emissions because electricity can be produced more efficiently at centralized power plants. • Design the project building to exceed the 2008 California Building Code's (CBC) Title 24 energy standard by 20%, including, but not limited to, any combination of the following: • Incorporate ENERGY STAR or better rated windows, space heating and cooling equipment, light fixtures, appliances, or other applicable electrical equipment in the office areas. • Provide a landscape and development plan for the project that takes advantage of shade, prevailing winds, and landscaping. The landscaping plan shall be prepared by a registered landscape architect who will consider the following:	

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	○ Plant at least 50 percent low-ozone forming potential (Low-OFP) trees and shrubs, preferably native, drought-resistant species, to meet city/county landscaping requirements. ○ Plant Low-OFP, native, drought-resistant, tree and shrub species, 20% in excess of that already required by city or county ordinance. Consider roadside, sidewalk, and driveway shading. • Install electrical outlets on the exterior walls of the warehouse/office building (and perhaps parking lots) to promote the use of electric landscape maintenance equipment. **4.3.6.1C** Prior to the issuance of occupancy permits, the project applicant shall provide evidence to the City of Moreno Valley that the following measures have been be incorporated into the operation of the project: • The project applicant shall use less than 3,900 low Global Warming Potential (GWP) hydrofluorocarbon (HCF) refrigerants or natural refrigerants (ammonia, propane, carbon dioxide [CO2]) for refrigeration and fire suppression equipment. • Provide vegetative or man-made exterior wall shading devices for east-, south-, and west facing walls with windows in the office areas.	
HYDROLOGY AND WATER QUALITY (FROM THE INITIAL STUDY [APPENDIX A])		
Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on site or off site?	**Mitigation Measure HYD-05:** Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall receive approval from the City of Moreno Valley, a Final Hydrologic and Hydraulic Analysis based on the City's existing drainage requirements. ~~submit a detailed grading plan and drainage report, with supporting engineering calculations, to the City Engineer for review and approval. The plan and report shall incorporate relevant requirements identified by the City and/or site-specific geotechnical investigations. The plan and~~	Less Than Significant

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	~~report shall provide evidence that the storm drainage system would be adequate to convey water for the 100-year storm event from the project site and that the post-development flows exiting the proposed project site are less than or equal to pre-development flows.~~	

Draft EIR, Section 2.2.4 Technical Reports, Page 2-4.

There was a topographical error in this section of the Draft EIR indicating the incorrect date on the air quality and noise studies. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the Draft EIR.

2.2.4 Technical Reports

Various technical reports have been prepared to assess specific issues that may result from the construction and operation of the proposed project. As relevant, information from these technical reports has been incorporated into the Draft EIR. The technical reports and other information included as appendices to this EIR include the following:

Appendix A: *Initial Study, NOP, and NOP Comment Letters*, August 2011.

Appendix B: Initial Study Technical Reports

- Appendix B-1: *General Habitat Assessment, 71± Site (APNs: 316-210-071, -073, -075, -076), Moreno Valley, Riverside County California*, Ecological Sciences, Inc., August 1, 2010.
- Appendix B-2: *Jurisdictional Survey and MSHCP Riparian/Riverine/Vernal Pools Evaluation, 71± Site (APNs: 316-210-071, -073, -075, -076), Moreno Valley, Riverside County California*, Ecological Sciences, Inc., November 1, 2009.
- Appendix B-3: *Focused Surveys for Selected Criteria Area and Narrow Endemic Plant Species, 71± Site (APNs: 316-210-071, -073, -075, -076), Moreno Valley, Riverside County California*, Ecological Sciences, Inc., November 9, 2009.
- Appendix B-4: *Focused Western Burrowing Owl Survey, 71± Site (APNs: 316-210-071, -073, -075, -076), Moreno Valley, Riverside County California*, Ecological Sciences, Inc., November 11, 2009.
  - Appendix B-5: *Phase I Cultural Resources Assessment and Paleontological Records Review Perris Boulevard Project, Moreno Valley, Riverside County, California,* Michael Brandman Associates, March 22, 2007.
  - Appendix B-6: *Geotechnical Engineering Investigation Proposed Industrial Development Southwest Corner of Perris Boulevard and Grove View Road Moreno Valley, California*, NorCal Engineering, March 7, 2007.
  - Appendix B-7: *Phase I Environmental for the Evaluation of Potentially Hazardous Materials*, Centec Engineering, February 23, 2007.

- Appendix B-8: *Preliminary Hydrology Report and Hydraulic Analysis for PA09-004, VIP Moreno Valley, SWC Perris Boulevard and Grove View Road*, Robert A. Bebensee, R.C.E., March 27, 2009.
- Appendix B-9: *Preliminary Water Quality Management Plan, for PA09-0004 VIP Moreno Valley, SWC Perris Boulevard and Grove View Road*, Robert A. Bebensee, R.C.E., July 24, 2009.
- Appendix B-10: *Water Supply Assessment for City of Moreno Valley Plot Plan Application PA09-004*, Eastern Municipal Water District, January 20, 2010.

Appendix C: *LESA Modeling Worksheets*, LSA Associates, Inc., August 2011.

Appendix D-1: *Air Quality Analysis VIP Moreno Valley*, LSA Associates, Inc., ~~August 2011~~ March 2012

Appendix D-2: *Health Risk Assessment VIP Moreno Valley*, LSA Associates, Inc., ~~August 2011~~ March 2012.

Appendix E: *Greenhouse Gas Emissions and Global Climate Change Study*, LSA Associates, Inc., ~~August 2011~~ December 2011.

Appendix F: *Noise Impact Analysis VIP Moreno Valley*, LSA Associates, Inc., ~~August 2011~~ March 2012.

Appendix G: *Traffic Study VIP Moreno Valley*, LSA Associates, Inc., ~~January~~ April 9, 2012.

Draft EIR, Section 2.5.2 Biological Resources, Page. 2-9.

The last sentence in paragraph 3 has been deleted because jurisdictional delineation was prepared for the proposed project (Jurisdictional Survey and MSHCP Riparian/Riverine/Vernal Pools Evaluation, 71± Site (APNs: 316-210-071, -073, -075, -076), Moreno Valley, Riverside County California, Ecological Sciences, Inc., November 1, 2009). Therefore the sentence was deleted because it was an error. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the EIR.

Thirty-one species in western Riverside County have special status under the Federal Endangered Species Act (FESA) and/or the California Endangered Species Act (CESA). These include species that are listed as “endangered” or “threatened” under the FESA or that have been “proposed” or are “candidates” for such listing. These also include species that are listed as “endangered,” “threatened,” or “rare” under the CESA or that have been petitioned (i.e., are “candidates”) for listing. The Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) provides for the long-term survival of protected and sensitive species by designating a contiguous system of habitat to be added to existing public/quasi-public lands. The Plan includes an impact fee collected by the 16 member cities and other local agencies, including the City of Moreno Valley, used to acquire these lands. Depending on the location of a private or public development project, certain biological studies may be required to comply with the MSHCP. The MSHCP defines two distinct consistency processes for development projects based on their location within the MSHCP Plan Area, with separate processes for projects located outside of Criteria Areas and those within a Criteria Area. Through implementation of these requirements, development projects are found to be consistent with the MSHCP, and impacts to covered species are considered less than significant. The project site is not located within an MSHCP Criteria Area, but is located in an area requiring habitat assessments for burrowing owl (Athene cunicularia), five Narrow Endemic Plant Species (NEPS), and nine Criteria

Area Plant Species (CAPS). ~~A Jurisdictional Delineation is required to assess potential jurisdiction of the ditch running north/south through the center of the project site.~~

Draft EIR, Section 2.5.2 Biological Resources, Page. 2-10.

Consistent with the comments provided by Letter H (Fish and Wildlife Service), the text in Draft EIR of Mitigation Measure BIO-3 is amended. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the EIR

Mitigation Measure BIO-3: If nesting special status avian or burrowing owl species are determined to occupy a proposed area of disturbance a biological monitor will be present during construction to ensure no construction activity shall take place within 500 feet of an active nest/burrow until it has been determined by the biological monitor that the nest/burrow is no longer active, and all juveniles have fledged the nest/burrow.

Draft EIR, Section 2.5.3 Cultural Resources, Page 2-13.

Consistent with the comments provided by Letter D (Johnson & Sedlack), the text in Draft EIR of Mitigation Measure CUL-1 is amended. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the EIR.

Mitigation Measure CUL-1: Prior to construction involving excavation four feet or more below existing surface grade, the construction contractor shall provide evidence that a qualified paleontologist has been retained, and that the paleontologist(s) shall be present during all grading and other significant ground-disturbing activities that reach four feet or more below existing surface grade. ~~If the paleontologist(s) do not find evidence for Pleistocene-era deposits once the maximum excavation depth is reached, monitoring shall be discontinued.~~ In the event fossiliferous deposits are encountered, the following measures shall be implemented:

- Monitoring shall be conducted by qualified paleontological monitor(s) of excavation in areas identified as likely to contain paleontological resources, including undisturbed older Pleistocene alluvium. Paleontological monitors shall be equipped to salvage fossils as they are unearthed, to avoid construction delays, and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates. Monitors shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens. Monitoring may be reduced if the potentially fossiliferous units are determined upon exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources.
- Paleontological monitoring of any earthmoving will be conducted by a monitor, under direct guidance of a qualified paleontologist. Earthmoving in areas of the parcel where previously undisturbed sediments are buried, but not otherwise disturbed, will not be monitored.
- ~~If too few fossil remains are found after 50 percent of the planned-for earthmoving has been completed, monitoring can be reduced or discontinued in those areas at the project paleontologist's direction.~~
- Preparation of recovered specimens to a point of identification and permanent preservation, including washing of sediments to recover small invertebrates and vertebrates.
- Identification and curation of specimens into a professional, fully accredited museum repository with permanent retrievable storage. The paleontologist must have a written repository agreement in hand prior to the initiation of mitigation activities.

- Preparation or a report of findings with and appended itemized inventory of specimens. The report and report and inventory, when submitted to the City of Moreno Valley along with confirmation of the curation of recovered of recovered specimens into an established, accredited museum repository, will signify completion of the program to mitigate impacts to paleontological resources.

Draft EIR, Section 2.4.4 Geology and Soils, Page 2-16.

Consistent with the comments provided by Letter D (Johnson & Sedlack), the text in Draft EIR of Mitigation Measure GEO-2 is amended for clarification purposes. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the EIR.

Mitigation Measure GEO-1: Prior to the issuance of grading permits, any existing low density soils and/or saturated soils shall be removed to competent natural soil under the inspection of the Soils Engineering Firm. After the exposed surface has been cleansed of debris and/or vegetation, it shall be scarified until it is uniform in consistency, brought to the proper moisture content and compacted to a minimum of 90 percent relative compaction (in accordance with ASTM: D-1557). In any area where a transition between fill and native soil or between bedrock and soil are encountered, additional excavation beneath foundations and slabs will be necessary in order to provide uniform support and avoid differential settlement of the structure.

The on-site soils or approved import soils may be utilized for the compacted fill, provided they are free of any deleterious materials and shall not contain any rocks, brick, asphaltic concrete, concrete, or other hard materials greater than eight inches in maximum dimensions. Any import soil must be approved by the Soils Engineering firm a minimum of 24 hours prior to importation to the site.

The approved fill soils shall be placed in layers not in excess of six inches in thickness. Each lift shall be uniform in thickness and thoroughly blended. The fill soils shall be brought to within 2 percent of the optimum moisture content, unless otherwise specified by the Soils Engineering firm. Each lift shall be compacted to a minimum of 90 percent relative compaction (in accordance with ASTM: D-1557) and approved prior to the placement of the next layer of soil. Compaction tests shall be obtained at the discretion of the Soils Engineering firm but to a minimum of one test for every 500 cubic yards placed and/or for every two feet of compacted fill placed.

The minimum relative compaction shall be obtained in accordance with accepted methods in the construction industry. The final grade of the structural areas shall be in a dense and smooth condition prior to placement of slabs-on-grade or pavement areas. No fill soils shall be placed, spread, or compacted during unfavorable weather conditions. When the grading is interrupted by heavy rains, compaction operations shall not be resumed until approved by the Soils Engineering firm.

It should be noted that the above measure may be modified by the Final Geotechnical or Soils Report.

Mitigation Measure GEO-2: Prior the issuance of grading permits, the project proponent shall inform the project engineers, architects, owner, maintenance personnel, and other interested parties of the Expansive Soil Guidelines provided in the project's geotechnical analysis [Geotechnical Engineering Investigation Proposed Industrial Development Southwest Corner of Perris Boulevard and Grove View Road Moreno Valley, California, NorCal Engineering, March 7, 2007]. The recommendations identified in the project's Expansive Soil Guidelines shall be ~~reviewed and considered~~ implemented by the project engineers, architects, owner, maintenance personnel, and other interested parties ~~to determine~~ in the applicable design guidelines. Applicable design guidelines shall be included and implemented in the project's grading plans.

Draft EIR, Section 2.5.6 Hydrology and Water Quality Hydrology, Page. 2-24.

Mitigation Measure HYD-05 has been revised to clarify the finalization of the Hydrologic and Hydraulic Analysis. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the EIR.

To reduce the flows to below or equal to pre-development conditions, the anticipated on-site flows would be routed to the water quality features such as vegetated swales, clarifiers, and sand filters to reduce flows leaving the site to pre-development flow rates. While the increase in impervious surfaces attributable to the proposed project would contribute to a greater volume and higher velocity of storm water flows, the proposed project's drainage system would accept and accommodate runoff that would result from project construction at or below pre-project conditions. Therefore, the post-development flows generated on the project site would not exceed the capacity of the planned storm water drainage systems. Although adherence to the City's drainage requirements, which includes the preparation of drainage sizing calculations, is required of all applicable development within the City, the incorporation of this requirement as **Mitigation Measure HYD-05** is designed to track both standard requirements and mitigation measures as part of the project's MMRP. ~~To ensure that long-term drainage capacity issues are reduced to a less than significant level, **Mitigation Measure HYD-05** has been identified.~~ With adherence to this mitigation measure, impacts associated with this issue are less than significant.

Mitigation Measure HYD-05: Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall receive approval from the City of Moreno Valley, a Final Hydrologic and Hydraulic Analysis based on the City's existing drainage requirements. ~~submit a detailed grading plan and drainage report, with supporting engineering calculations, to the City Engineer for review and approval. The plan and report shall incorporate relevant requirements identified by the City and/or site-specific geotechnical investigations. The plan and report shall provide evidence that the storm drainage system would be adequate to convey water for the 100-year storm event from the project site and that the post-development flows exiting the proposed project site are less than or equal to pre-development flows.~~

Draft EIR, Section 2.7 Cumulative Projects, Table 2.C, Page 34

There was a topographical error in Table 2.C of the Draft EIR indicating the incorrect map number. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the Draft EIR.

~~A~~M-67	Eucalyptus Industrial Park	East of Moreno Beach Drive, west of Quincy channel, south of SR-60	2,244,638 SF of high cube warehouse uses

Draft EIR Section 4.2 Air Quality, Page 4.2-1

There was a topographical error in this section of the Draft EIR indicating the incorrect date on the air quality, health risk assessment and traffic studies. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the Draft EIR.

4.2 AIR QUALITY

This section analyzes the proposed project's potential air quality impacts based on the comprehensive *Air Quality Analysis* contained in Appendix D-1 (LSA Associates, Inc. ~~December 2011~~ March 2012) and the *Health Risk Assessment* (LSA Associates, Inc. ~~December 2011~~ March 2012) contained in Appendix D-2 to this EIR. The air quality analysis evaluates potential air quality impacts and mitigation measures by examining the short-term construction and long-term operational impacts associated with the project and by evaluating the effectiveness of mitigation measures incorporated as part of the project design. Additionally, the analysis provides a discussion of the proposed project, the physical setting of the project area, and the air quality regulatory framework. Modeled air quality levels are based upon vehicle data and project trip generation included in the project's Traffic Study (LSA Associates, Inc. ~~November 2011~~ January 2012, Appendix G of EIR) and peak turn volumes generated for the proposed project combined with emission factors from the California Air Resources Board (ARB). The evaluation was prepared in accordance with appropriate standards, utilizing procedures and methodologies in the South Coast Air Quality Management District (SCAQMD) *CEQA Air Quality Handbook* (SCAQMD 1993). Air quality data posted by the ARB and the U.S. Environmental Protection Agency (EPA) Web sites are included to document the local air quality environment.

Draft EIR Section 4.2.5.5, Operational-Acute Health Risk Impacts Page 4.2-18

Consistent with the comments provided by Letter D (Johnson & Sedlack), the text in Draft EIR Section 4.2.5.5, Page 4.2-18 is amended to refer the reader back to the previous section (4.2.5.4) to further substantiate the conclusions identified in Section 4.2.5.5. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the EIR.

4.2.5.5 Operational-Acute Health Risk Impacts

Threshold	Would the proposed project expose sensitive receptors to substantial pollutant concentrations?

Exposure to diesel exhaust can have immediate health effects, such as irritation of the eyes, nose, throat, and lungs, and it can cause coughs, headaches, light headedness, and nausea. In studies with human volunteers, diesel exhaust particles made people with allergies more susceptible to the materials to which they are allergic, such as dust and pollen. Exposure to diesel exhaust also causes inflammation in the lungs, which may aggravate chronic respiratory symptoms and increase the frequency or intensity of asthma attacks. However, according to the rulemaking on *Identifying Particulate Emissions from Diesel-Fueled Engines as a Toxic Air Contaminant* (ARB 1998), the available data from studies of humans exposed to diesel exhaust are not sufficient for deriving an acute non-cancer health risk guidance value. While the lung is a major target organ for diesel exhaust, studies of the gross respiratory effects of diesel exhaust in exposed workers have not provided sufficient exposure information to establish a short-term non-cancer health risk guidance value for respiratory effects. As previously identified in Section 4.2.5.4, none of the criteria pollutant emissions would exceed localized thresholds during the operation of the proposed project. Therefore, the proposed project would not have a significant impact on localized operational pollutant levels and no mitigation measures would be required. Similarly ~~Therefore,~~ the potential for short-term acute exposure from diesel exhaust are considered to be less than significant and no mitigation is required.

Draft EIR Section 4.2.6.1 Construction Emissions, Page 4.2-19

Consistent with the comments provided by Letter D (Johnson & Sedlack), the text at Draft EIR Section 4.2.6.1, Page 4.2-19 is amended to clarify that the proceeding analysis evaluates all construction emissions. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the EIR.

4.2.6.1 Construction ~~Equipment Exhaust~~ Emissions

Draft EIR Section 4.2.6.1 Construction Emissions, Table 4.2.I, Page 4.2-20.

Consistent with the comments provided by Letter D (Johnson & Sedlack), the data in Table 4.2.I in Draft EIR Section 4.2.6.1, Page 4.2-20 is amended to correct typographical errors in the Draft EIR. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the EIR.

Table 4.2.I: Short-Term Regional Construction Emissions

Construction Phase	Pollutant Emissions (lbs/day)							
	ROG	NO_X	CO	SO_2	Fugitive PM_{10}	Exhaust PM_{10}	Fugitive $PM_{2.5}$	Exhaust $PM_{2.5}$
Site Preparation	40	386	212	0.53	329	17	4.4	16
Grading	29	272	149	0.36	325	12	1.6	12
Building Construction	13	82	94	0.18	~~1.8~~ 11	~~0.33~~ 4.1	~~0.02~~ 0.18	~~0.32~~ 3.9
Architectural Coating	72	3.7	11	0.01	~~0.2~~ 1.8	~~2.9~~ 0.33	~~0~~ 0.02	~~2.9~~ 0.32
Paving	~~5.95.9~~ 5.9	~~3434~~ 34	22	0.03	~~329~~ 0.2	~~17~~ 2.9	~~4.4~~ 0	~~16~~ 2.9
Peak Day (Phase Overlap)	90	390	210	0.53	329	17	4.4	16
SCAQMD Threshold	**75**	**100**	**550**	**150**	**150**		**55**	
Exceeds Threshold?	**Yes**	**Yes**	**No**	**No**	**Yes**		**No**	

CO = carbon monoxide
CO_2 = carbon dioxide
lbs/day = pounds per day
NO_x = nitrogen oxides
$PM_{2.5}$ = particulate matter less than 2.5 microns in size
PM_{10} = particulate matter less than 10 microns in size
ROG = reactive organic compounds
SO_x = sulfur oxides
SCAQMD = South Coast Air Quality Management District

Source: LSA Associates, Inc., December 2011.

Draft EIR Section 4.2.6.1, Construction Emissions Page 4.2-21.

Consistent with the comments provided by Letter D (Johnson & Sedlack), the text at Mitigation Measure 4.2.6.1B in Draft EIR Section 4.2.6.1, Page 4.2-21 is amended to clarify that clean-fuel means fuel other than diesel or gasoline. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the EIR.

4.2.6.1B. Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall utilize power sources (e.g., power poles) or clean-fuel (e.g., fuel other than diesel or gasoline) generators where feasible. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City.

Draft EIR Section 4.2.6.1, Construction Emissions Page 4.2-23.

Consistent with the comments provided by Letter D (Johnson & Sedlack), the Mitigation Measures have been added to Draft EIR Section 4.2.6.1, Page 4.2-23 to further reduce construction air quality impacts. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the EIR.

4.2.6.1K Grading plans, construction specifications and bid documents shall also include the following notations:

- Off-road construction equipment shall utilize alternative fuels where feasible e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty;
- Gravel pads shall be provided at all access points to prevent tracking of mud onto public roads;
- Install and maintain trackout control devices at all access points where paved and unpaved access or travel routes intersect;
- The contractor or builder shall designate a person or person(s) to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust off site;
- The contractor or builder shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The contact person shall take corrective action within 24 hours;
- High pressure injectors shall be provided on diesel construction equipment where feasible;
- Engine size of construction equipment shall be limited to the minimum practical size;
- Substitute gasoline-powered for diesel-powered construction equipment where feasible;
- Use electric construction equipment where feasible;
- Install catalytic converters on gasoline-powered equipment where feasible;
- Ride-sharing program for the construction crew shall be encouraged and shall be supported by contractor(s) via incentives or other inducement;

- Documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs;

- Lunch vendor services shall be ~~provided~~ permitted onsite during construction to minimize the need for offsite vehicle trips;

- All forklifts used during construction and in subsequent operation of the project shall be electric or natural gas powered.

- Suspend use of all construction equipment operations during second stage smog alerts.

4.2.6.1N. When materials are transported off-site, all material shall be covered, effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained.

4.2.6.1O. All streets shall be swept at least once a day using SCAQMD Rule 1186 certified street sweepers utilizing reclaimed water trucks if visible soil materials are carried to adjacent streets.

4.2.6.1P. Any vegetative cover to be utilized onsite shall be planted as soon as possible to reduce the disturbed area subject to wind erosion. Irrigation systems required for these plants shall be installed as soon as possible to maintain good ground cover and to minimize wind erosion of the soil.

4.2.6.1Q. Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow.

4.2.6.1R All roadways, driveways, sidewalks, etc., should be completed as soon as possible. In addition, building pads should be laid as soon as possible after grading unless seeding or soil binders are used.

4.2.6.1S Implement activity management techniques including a) development of a comprehensive construction management plan designed to minimize the number of large construction equipment operating during any given time period; b) scheduling of construction truck trips during non-peak hours to reduce peak hour emissions; c) limitation of the length of construction work-day period; and d) phasing of construction activities.

4.2.6.1T Reroute construction trucks away from congested streets and sensitive receptor areas.

Draft EIR Section 4.2.6.3 Long Term Operation Omissions, Page 4.2-25

Consistent with the comments provided by Letter D (Johnson & Sedlack), the text in Impact 4.2.6.1 in Draft EIR Section 4.2.6.3, Page 4.2-25 is amended to clarify the impact statement. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the EIR.

> **Impact 4.2.6.3:** *Implementation of the proposed project may ~~occur~~ have the potential to exceed applicable daily thresholds for operational activities.*

Draft EIR Section 4.2.6.3 Long Term Operation Omissions, Page 4.2-27

Consistent with the comments provided by Letter D (Johnson & Sedlack), the Mitigation Measures have been amended and added to Draft EIR Section 4.2.6.3, Page 4.2-27 to further reduce construction air quality impacts. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the EIR.

4.2.6.3A Prior to issuance of the first building permit, building and site plan designs shall ensure that the project's energy efficiencies surpass applicable 2008 California Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City. Any combination of design features, including but not limited to the following list, may be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent:

- ~~Buildings shall e~~ Exceed California Title 24 Energy Efficiency performance standards for water heating and space heating and cooling, as deemed acceptable by the City.
- Increase in insulation such that heat transfer and thermal bridging is minimized.
- Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption.
- Incorporate dual-paned or other energy efficient windows.
- Incorporate energy efficient space heating and cooling equipment.
- ~~Interior~~ Use interior and exterior energy efficient lighting which exceeds the California Title 24 Energy Efficiency performance standards ~~shall be installed~~, as deemed acceptable by the City. ~~Automatic~~ Use automatic devices to turn off lights when they are not needed ~~shall be implemented~~.
- To the extent that they are compatible with landscaping guidelines established by the City, use shade-producing trees, particularly those that shade paved surfaces such as streets and parking lots and buildings ~~shall be planted~~ at the project site.
- ~~Paint~~ Use paint and a surface color palette for the project ~~shall~~ emphasizing~~e~~ light and off-white colors which reflect heat away from the buildings.
- ~~All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design.~~
- Install a photovoltaic array (solar panels) or other source of renewable energy generation on-site, or otherwise acquire energy from the local utility that has been generated by renewable resources, to meet the project's office electricity needs.
- ~~To r~~Reduce energy demand associated with potable water conveyance~~, the project shall implement~~ using the following:
  - Landscaping palette emphasizing drought-tolerant plants;
  - Use of water-efficient irrigation techniques; and,
  - U.S. EPA Certified WaterSense labeled for equivalent faucets, high-efficiency toilets (HETs), and water-conserving shower heads.
- ~~The project shall p~~ Provide secure, weather-protected, on-site bicycle storage/parking.
- ~~The project shall p~~ Provide on-site showers (one for males and one for females). ~~L~~Provide lockers for employees ~~shall be provided~~.

- ~~The project will e~~ Establish a Transportation Management Association (TMA). The TMA will coordinate with other TMAs within the City to encourage and coordinate carpooling among building occupants. The TMA will advertise its services to building occupants, and offer transit and/or other incentives to reduce GHG emissions. A plan will be submitted by the TMA to the City within two months of project completion that outlines the measures implemented by the TMA, as well as contact information.
- ~~The project shall p~~ Provide preferential parking for carpools ~~and vanpool~~, vanpools or other alternative fuel vehicles. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to final site plan approval, delineate preferential parking for carpools and vanpools ~~shall be delineated~~ on the project site plan.
- ~~The project shall p~~ Provide at least two electric vehicle charging stations. Locations and configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, delineate stub outs for charging stations ~~shall be indicated~~ on the project building plans.
- Implement compressed workweek schedules;
- Achieve at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers until it reaches a minimum of 90% of all long haul trips carried by SmartWay 1.0 or greater carriers.
- Achieve at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers.
- Use of fleet vehicles conforming to 2010 air quality standards or better.
- Installation of catalytic converters on gasoline-powered equipment.
- Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets;
- Establishment and use of carpool/vanpool programs, complemented by parking fees for single-occupancy vehicles;
- Provision of preferential parking for EV and CNG vehicles;
- Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance;
- Use of electric (instead of diesel or gasoline-powered) yard trucks;
- Use of SmartWay 1.25 rated trucks.
- Provide a display case or kiosk displaying transportation information including the RTA bus schedule in a prominent area accessible to employees.
- Use landscape maintenance companies that use battery powered or electric equipment or contract only with commercial landscapers who operate with equipment that complies with the most recent California Air Resources Board certification standards, or standards adopted no more than three years prior to date of use or any combination of these two themes.
- ~~Lease/purchase documents shall identify that tenants are encouraged to promote the following:~~
    - ~~Implementation of compressed workweek schedules.~~
    - ~~SmartWay partnership;~~

- ~~Achievement of at least 20 percent per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers until it reaches a minimum of 90 percent of all long haul trips carried by SmartWay 1.0 or greater carriers.~~
- ~~Achievement of at least 15 percent per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85 percent of all consolidator trips carried by SmartWay 1.0 or greater carriers.~~
- ~~Use of fleet vehicles conforming to 2010 air quality standards or better.~~
- ~~Installation of catalytic converters on gasoline-powered equipment.~~
- ~~Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets.~~
- ~~Establishment and use of carpool/vanpool programs, complemented by parking fees for single-occupancy vehicles.~~
- ~~Provision of preferential parking for EV and CNG vehicles.~~
- ~~Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance.~~
- ~~Use of electric (instead of diesel or gasoline-powered) yard trucks.~~
- ~~Use of SmartWay 1.25 rated trucks.~~

Draft EIR, Section 4.2.7.1 Short-Term Air Quality Impacts, Page 4.2-25

Consistent with the comments provided by Letter D (Johnson & Sedlack), the text in Draft EIR Section 4.2.7.1, Page 4.2-25 is amended to clarify that the short-term and long-term air quality impacts are cumulative. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the EIR.

4.2.7.1 Short-Term Air Quality Impacts

The cumulative area for air quality impacts is the Basin. The implementation of the project would contribute criteria pollutants to the area during project construction. A number of individual projects in the area may be under construction simultaneously with the proposed project. Depending on construction schedules and actual implementation of projects in the area, generation of fugitive dust and pollutant emissions during construction would result in substantial short-term increases in air pollutants. However, each project would be required to comply with the SCAQMD's standard construction measures. In addition, implementation of the AQMP will result in improved air quality levels in the future and full attainment of national and state ambient air quality standards, resulting in less than significant cumulative impacts from all short-term and long-term air pollution sources. Therefore, cumulative impacts associated with short-term air quality impacts would be less than significant.

Draft EIR Section 4.3.6.1 Greenhouse Gas Emissions and Climate Change, Page 4.3-24 and 25

The Mitigation Measures in the Draft EIR Section 4.3.6.1, Page 4.3-24 and 25 have been clarified. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the EIR.

4.3.6.1A Prior to the issuance of building permits, the project applicant shall provide evidence to the City of Moreno Valley that building features have been incorporated in building plans as required by Title 24 of the California Code of Regulations. These features include but are not limited to the following:

- Exterior windows in the office areas shall utilize window treatments for efficient energy conservation.

Draft EIR Section 4.3.6.1 Greenhouse Gas Emissions and Climate Change, Page 4.3-25

Consistent with the comments provided by Letter D (Johnson & Sedlack), the Mitigation Measures have been added to Draft EIR Section 4.3.6.1, Page 4.2-25 to further reduce greenhouse gas emissions. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the EIR.

4.3.6.1B Prior to the issuance of building permits, the project applicant shall provide evidence to the City of Moreno Valley that the following measures have been be incorporated into the design and construction of the project:

- ~~Use~~ Encourage use of locally produced and/or manufactured building materials for at least 10 percent of the construction materials used for the project.
- ~~Use~~ Encourage use of "Green Building Materials," such as those materials that are resource efficient, and recycled and manufactured in an environmentally friendly way, for at least 10 percent of the project.
- Maximize the use of electricity from the power grid by replacing diesel- or gasoline-powered equipment where feasible. This would reduce GHG emissions because electricity can be produced more efficiently at centralized power plants.
- Design the project building to exceed the 2008 California Building Code's (CBC) Title 24 energy standard by 20%, including, but not limited to, any combination of the following:
- Incorporate ENERGY STAR or better rated windows, space heating and cooling equipment, light fixtures, appliances, or other applicable electrical equipment in the office areas.
- Provide a landscape and development plan for the project that takes advantage of shade, prevailing winds, and landscaping. The landscaping plan shall be prepared by a registered landscape architect who will consider the following:
    - Plant at least 50 percent low-ozone forming potential (Low-OFP) trees and shrubs, preferably native, drought-resistant species, to meet city/county landscaping requirements.

- Plant Low-OFP, native, drought-resistant, tree and shrub species, 20% in excess of that already required by city or county ordinance. Consider roadside, sidewalk, and driveway shading.

- Install electrical outlets on the exterior walls of the warehouse/office building (and perhaps parking lots) to promote the use of electric landscape maintenance equipment.

Draft EIR, Section 4.3.6.1 Greenhouse Gas Emissions and Climate Change, Page 4.3-26, Mitigation Measure 4.3.6.1C

Consistent with the comments provided by Letter D (Johnson & Sedlack), the text for the conclusion of Impact 4.3.6.1 in Draft EIR Section 4.2.6.3, Page 4.3-16 is amended to clarify the impact statement. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the EIR.

4.3.6.1C Prior to the issuance of occupancy permits, the project applicant shall provide evidence to the City of Moreno Valley that the following measures have been be incorporated into the operation of the project:

- The project applicant shall use ~~less than 3,900~~ low Global Warming ~~Potential (GWP) hydrofluorocarbon (HCF)~~ refrigerants or natural refrigerants (ammonia, propane, carbon dioxide [CO2]) for refrigeration and fire suppression equipment.

- Provide vegetative or man-made exterior wall shading devices for east-, south-, and west facing walls with windows in the office areas.

Level of Significance After Mitigation. The mitigation measures identified above would contribute to a reduction in GHG emissions from energy, mobile, and water usage sources. With implementation of the identified mitigation measures, the proposed project's GHG emissions are reduced. As described above, project-related GHG emissions are not confined to a particular air basin but are dispersed worldwide. Consequently, it is speculative to determine how project-related GHG emissions would contribute to global climate change and how global climate change may impact the State. Therefore, project-related GHG emissions are not project-specific impacts to global warming but are instead the project's contribution to this cumulative impact. As stated previously, project-related GHG emissions and their contribution to global climate change impacts in the State are less than significant ~~and less than cumulatively considerable~~ on a project specific basis because: (1) the project's impacts alone would not cause or significantly contribute to global climate change, and (2) the project has no substantial effect on consumption of fuels or other energy resources, especially fossil fuels that contribute to GHG emissions when consumed. However, project-related GHG emissions and their contribution to global climate change impacts are considered to be cumulatively considerable.

Draft EIR Section 4.4 Noise, Page 4.4-1

There was a topographical error in this section of the Draft EIR indicating the incorrect date on the noise study. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the Draft EIR.

4.4 NOISE

This analysis is intended to satisfy the City's requirements for a project-specific noise impact analysis by examining the short-term and long-term noise impacts of the proposed project on sensitive uses adjacent to the proposed project site and by evaluating the effectiveness of mitigation measures incorporated as part of the project design. This includes the potential for the proposed project to result in impacts associated with a substantial temporary and/or permanent increase in ambient noise levels in the vicinity of the project area; exposure of people to excessive noise levels, groundborne vibration, or groundborne noise levels. The analysis contained in this section is based on a comprehensive *Noise Impact Analysis* contained in Appendix E (LSA Associates, Inc., ~~December 2011~~ March 2012), which examines existing ambient noise conditions and project-related impacts.

Draft EIR, Section 5.4 Consistency With Local And Regional Plans, Page 5-12

A new table (Table 5.D: Compass Growth Vision Report Consistency) has been added as a response to a comment received on the Draft EIR. This change to the Draft EIR does not result in a significant impact and has no material effect on the findings of the EIR.

Compass Growth Vision. The Compass Growth Vision plan provides a framework for local and regional decision-making regarding growth, transportation, land use, and economic development. The framework includes principles and a specific set of strategies intended to achieve and improve a quality of life that promotes and sustains for future generations the region's mobility, livability, and prosperity. The main objective of the Compass Growth Vision is to manage the forecast growth while improving future living conditions for all people within the SCAG area, including live, work, and play activities. The following discussion includes the principles within the Compass Growth Vision plan and their association to the proposed project.

Principle 1: Improve mobility for all residents.

Principle 2: Foster livability in all communities.

Principle 3: Enable prosperity for all people.

Principle 4: Promote sustainability for future generations.

The proposed project is consistent with the four principles identified above (refer to Table 5.D). ~~The nature of the proposed project allows the transport of commodities from a single area rather than multiple areas, minimizing vehicle trip generation. The proposed project supports the prosperity for all people by providing employment opportunities close to existing housing within the City of Moreno Valley. The proposed project is located in an area that is already developed with urban uses and where existing infrastructure (freeway, sewer, electrical, water, etc.) is accessible. During the construction of the project and as needed throughout the process, necessary utility and roadway improvements will be installed or extended to the project site from adjacent existing facilities. The utility and roadway improvements will facilitate future growth in the surrounding area. The development of the proposed project is consistent with the land use vision for the site and will augment existing services available in the City and region.~~

Table 5.D: Compass Growth Vision Report Consistency

Policy	Consistency Analysis
Principle 1: Improve mobility for all residents. • Encourage transportation investments and land use decisions that are mutually supportive. • Locate new housing near existing jobs and new jobs near existing housing. • Promote a variety of travel choices.	The project is consistent with this principle. The actions associated with implementation of the proposed project would allow for warehousing uses to be clustered around other industrial and commercial uses and would encourage a reduction of vehicle miles traveled within the City. Implementation of the project would create approximately 646 jobs. Existing housing is located approximately 1 mile to the north and 2 miles to the south of the project site. The project is consistent with this portion of Principle 1. There are a number of transit-oriented strategies that could be implemented by the proposed project to encourage alternate modes of travel, including informational strategies, incentives, and services. (Refer to Mitigation Measure 4.2.6.3A).
Principle 2: Foster livability in all communities. • Promote developments which provide a mix of uses. • Promote "people scaled, "walkable communities. • Support the preservation of stable, single-family neighborhoods.	The project is consistent with the applicable portions of this principle. The proposed project is a warehousing project and does not include any residential uses. Therefore, the project is not considered to be a mixed use project and this portion of Principle 2 is not applicable to the project. The project site is located in an industrial warehouse area. The project would include sidewalks so that the opportunity of being walkable within this warehouse area is possible. Therefore, the project is consistent with this portion of Principle 2. The proposed project is a warehousing project and does not include any residential uses. Therefore this portion of Principle 2 is not applicable to the project.
Principle 3: Enable prosperity for all people. • Provide in each community a variety of housing types to meet the housing needs of all income levels. • Support educational opportunities that promote balanced growth. • Ensure environmental justice regardless of race, ethnicity, or income class. • Support local and state fiscal policies that	Based on the information provided below, this principle is not applicable to the project. The proposed project is a warehousing project and does not include any residential or educational uses. Therefore this portion of Principle 3 is not applicable to the project. The project site is vacant and the project located in an area identified for industrial and commercial uses. Therefore, this issue not applicable to the project. The supporting of local and state fiscal policies and the encouragement of civic engagement is at the City level not the

Table 5.D: Compass Growth Vision Report Consistency

Policy	Consistency Analysis
encourage balanced growth. • Encourage civic engagement.	project level. Therefore, this portion of the principle is not applicable to the project.
Principle 4: Promote sustainability for future generations. • Focus development in urban centers and existing cities. • Develop strategies to accommodate growth that uses resources efficiently, eliminate pollution and significantly reduce waste. • Utilize "green" development techniques.	The project is consistent with this principle. The proposed project is located in an area that is already developed with urban uses and where existing infrastructure (freeway, sewer, electrical, water, etc.) is accessible. Mitigation Measure 4.3.1.6B requires the project to implement various sustainability strategies and "green" development techniques that uses resources efficiently, eliminates pollution, and reduces waste.

4. MITIGATION MONITORING AND REPORTING PROGRAM

4.1 INTRODUCTION

This Mitigation Monitoring and Reporting Program has been prepared for use in implementing mitigation for the:

VIP Moreno Valley Project

The program has been prepared in compliance with State law and the Environmental Impact Report (EIR) (State Clearinghouse No. 2011081084) prepared for the project by the City of Moreno Valley.

The California Environmental Quality Act (CEQA) requires adoption of a reporting or monitoring program for those measures placed on a project to mitigate or avoid adverse effects on the environment (Public Resource Code Section 21081.6). The law states that the reporting or monitoring program shall be designed to ensure compliance during project implementation.

The monitoring program contains the following elements:

1) The mitigation measures are recorded with the action and procedure necessary to ensure compliance. In some instances, one action may be used to verify implementation of several mitigation measures.
2) A procedure for compliance and verification has been outlined for each action necessary. This procedure designates who will take action, what action will be taken and when, and to whom and when compliance will be reported.
3) The program has been designed to be flexible. As monitoring progresses, changes to compliance procedures may be necessary based upon recommendations by those responsible for the program. As changes are made, new monitoring compliance procedures and records will be developed and incorporated into the program.

This Mitigation Monitoring and Reporting Program includes mitigation identified in the Initial Study and the Final EIR.

4.2 MITIGATION MONITORING AND RESPONSIBILITIES

As the Lead Agency, the City of Moreno Valley is responsible for ensuring full compliance with the mitigation measures adopted for the proposed project. The City will monitor and report on all mitigation activities. Mitigation measures will be implemented at different stages of development throughout the project area. In this regard, the responsibilities for implementation have been assigned to the Applicant, Contractor, or a combination thereof. If during the course of project implementation, any of the mitigation measures identified herein cannot be successfully implemented, the City shall be immediately informed, and the City will then inform any affected responsible agencies. The City, in conjunction with any affected responsible agencies, will then determine if modification to the project is required and/or whether alternative mitigation is appropriate.

4.3 MITIGATION MONITORING AND REPORTING PROGRAM CHECKLIST

Project File Name: VIP Moreno Valley Project **Applicant:** Vogel Engineers, Inc.
Date: June 2012

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
AIR QUALITY						
4.2.6.1A Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall place construction equipment staging areas at least 200 feet away from sensitive receptors. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City.	City of Moreno Valley Engineering and Building and Safety Planning Division	Prior to Grading and during grading operations.	Prior to Issuance of Grading Permit	Review of construction documents and on-site inspection		Withhold Grading Permit or Issuance of a Stop Work Order
4.2.6.1B Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall utilize power sources (e.g., power poles) or clean-fuel (e.g., fuel other than diesel or gasoline) generators where feasible. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City.	City of Moreno Valley Engineering and Building and Safety Planning Division	Prior to Grading	Prior to Issuance of Grading Permit	Review of construction documents and on-site inspection		Withhold Grading Permit or Issuance of a Stop Work Order
4.2.6.1C Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall utilize California Air Resources Board (CARB) Tier II Certified equipment or better during the rough/mass grading phase for the following pieces of equipment: rubber-tired dozers and scrapers. Contract	City of Moreno Valley Engineering and Building and Safety Planning Division	Prior to Grading	Prior to Issuance of Grading Permit	Review of construction documents and on-site inspection		Withhold Grading Permit

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
specifications shall be included in the proposed project construction documents, which shall be reviewed by the City.						
4.2.6.1D All clearing, grading, earthmoving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.	City of Moreno Valley Engineering and Building and Safety Planning Division	Throughout construction	During grading	Review of construction documents and on-site inspection		Issuance of a Stop Work Order
4.2.6.1E The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.	City of Moreno Valley Engineering and Building and Safety Planning Division	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1F The contractor shall ensure that traffic speeds on unpaved roads and project site areas are reduced to 15 miles per hour or less to reduce PM10 and PM2.5 fugitive dust haul road emissions. Speed limit signs (15 mph maximum) shall be posted at entry points to the project site, and along any unpaved roads providing access to or within the project site and/or any unpaved designated on-site travel routes.	City of Moreno Valley Engineering and Building and Safety Planning Division	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1G Groundcover shall be replaced, and/or non-toxic soil stabilizers shall be applied (according to manufacturers' specifications) to any inactive	City of Moreno Valley Engineering and Building and Safety	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
construction areas (previously graded areas inactive for ten days or more).	Planning Division					
4.2.6.1H The contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper tune according to manufacturer's specifications and during smog season (May through October) by not allowing construction equipment to be left idling for more than five minutes (per California law).	City of Moreno Valley Engineering and Building and Safety	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1I The contractor shall ensure use of low-sulfur diesel fuel in construction equipment as required by the California Air Resources Board (CARB) (diesel fuel with sulfur content of 15 ppm by weight or less).	City of Moreno Valley Engineering and Building and Safety	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1J If available, the project applicant shall use "Low-Volatile Organic Compounds" paints, coatings, and solvents with a VOC content lower than required under Rule 1113 (not to exceed 150 grams/liter; 1.25 pounds/gallon). High Pressure Low Volume (HPLV) applications of paints, coatings, and solvents shall be consistent with South Coast Air Quality Management District Rule 1113. Alternatively, the project applicant shall use materials that do not require painting or are pre-painted.	City of Moreno Valley Engineering and Building and Safety Planning Division	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1K Grading plans, construction specifications and bid documents shall	City of Moreno Valley Engineering	Prior to Grading and during	Prior to Issuance of Grading Permit	Review of construction		Withhold Grading Permit

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
also include the following notations: • Off-road construction equipment shall utilize alternative fuels where feasible e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty; • Gravel pads shall be provided at all access points to prevent tracking of mud onto public roads; • Install and maintain trackout control devices at all access points where paved and unpaved access or travel routes intersect; • The contractor or builder shall designate a person or person(s) to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust off site; • The contractor or builder shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The contact person shall take corrective action within 24 hours; • High pressure injectors shall be provided on diesel construction equipment where feasible; • Engine size of construction	and Building and Safety Planning Division	grading operations.		documents and on-site inspection		or Issuance of a Stop Work Order

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
equipment shall be limited to the minimum practical size; • Substitute gasoline-powered for diesel-powered construction equipment where feasible; • Use electric construction equipment where feasible; • Install catalytic converters on gasoline-powered equipment where feasible; • Ride-sharing program for the construction crew shall be encouraged and shall be supported by contractor(s) via incentives or other inducement; • Documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs; • Lunch vendor services shall be permitted onsite during construction to minimize the need for offsite vehicle trips; • All forklifts used during construction and in subsequent operation of the project shall be electric or natural gas powered.						

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
• Suspend use of all construction equipment operations during second stage smog alerts.						
4.2.6.1L Throughout project construction, a construction relations officer/community liaison, appointed by the Applicant, shall be retained on-site. In coordination and cooperation with the City, the construction relations officer/community liaison shall respond to any concerns related to PM10 (fugitive dust) generation or other construction-related air quality issues.	City of Moreno Valley Engineering and Building and Safety	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1M All project entrances shall be posted with signs which state: • Truck drivers shall turn off engines when not in use; • Diesel delivery trucks servicing the project shall not idle for more than three (3) minutes; and • Telephone numbers of the building facilities manager and CARB, to report violations.	City of Moreno Valley Engineering and Building and Safety	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1N When materials are transported off-site, all material shall be covered, effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained.	City of Moreno Valley Engineering and Building and Safety	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1O All streets shall be swept at least	City of Moreno	Throughout	During	On-site inspection		Issuance of a

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
once a day using SCAQMD Rule 1186 certified street sweepers utilizing reclaimed water trucks if visible soil materials are carried to adjacent streets.	Valley Engineering and Building and Safety	construction	Construction			Stop Work Order
4.2.6.1P Any vegetative cover to be utilized onsite shall be planted as soon as possible to reduce the disturbed area subject to wind erosion. Irrigation systems required for these plants shall be installed as soon as possible to maintain good ground cover and to minimize wind erosion of the soil.	City of Moreno Valley Engineering and Building and Safety Planning Division	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1Q. Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow.	City of Moreno Valley Engineering and Building and Safety	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1R All roadways, driveways, sidewalks, etc., should be completed as soon as possible. In addition, building pads should be laid as soon as possible after grading unless seeding or soil binders are used.	City of Moreno Valley Engineering and Building and Safety	Throughout construction	During Construction	On-site inspection		Issuance of a Stop Work Order
4.2.6.1S Implement activity management techniques including a) development of a comprehensive construction management plan designed to minimize the number of large construction equipment operating during any given time period; b) scheduling of construction truck trips during non-peak hours to reduce peak hour emissions; c) limitation of the length of construction work-day period; and d) phasing of construction activities.	City of Moreno Valley Engineering and Building and Safety and Planning Division	Prior to Grading and during grading and construction operations.	Prior to Issuance of Grading Permit	Review of construction documents and on-site inspection		Withhold Grading Permit or Issuance of a Stop Work Order
4.2.6.1T Reroute construction trucks	City of Moreno	Prior to Grading	Prior to Issuance	Review of		Withhold

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
away from congested streets and sensitive receptor areas.	Valley Engineering and Building and Safety and Planning Division	and during grading and construction operations.	of Grading Permit	construction documents and on-site inspection		Grading Permit or Issuance of a Stop Work Order
4.2.6.3A Prior to issuance of the first building permit, building and site plan designs shall ensure that the project's energy efficiencies surpass applicable 2008 California Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City. Any combination of design features, including but not limited to the following list, may be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent: • Exceed California Title 24 Energy Efficiency performance standards for water heating and space heating and cooling, as deemed acceptable by the City. • Increase in insulation such that heat transfer and thermal bridging is minimized. • Limit air leakage through the structure or within the heating and cooling distribution system to	City of Moreno Valley Building and Safety Planning Division	Prior to Construction (once)	Prior to Issuance of Building Permits	Review of building plans and on-site inspection		Withhold Building Permits

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
minimize energy consumption. • Incorporate dual-paned or other energy efficient windows. • Incorporate energy efficient space heating and cooling equipment. • Use interior and exterior energy efficient lighting which exceeds the California Title 24 Energy Efficiency performance standards, as deemed acceptable by the City. Use automatic devices to turn off lights when they are not needed. • To the extent that they are compatible with landscaping guidelines established by the City, use shade-producing trees, particularly those that shade paved surfaces such as streets and parking lots and buildings at the project site. • Use paints and a surface color palette for the project emphasizing light and off-white colors which reflect heat away from the buildings. • Install a photovoltaic array (solar panels) or other source of renewable energy generation on-site, or otherwise acquire energy from the local utility that has been generated by renewable resources, to meet the project's office electricity needs. • Reduce energy demand associated with potable water conveyance using						

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
the following: ○ Landscaping palette emphasizing drought-tolerant plants; ○ Use of water-efficient irrigation techniques; and, ○ U.S. EPA Certified WaterSense labeled for equivalent faucets, high-efficiency toilets (HETs), and water-conserving shower heads. • Provide on-site bicycle storage/parking consistent with City of Moreno Valley requirements. • Provide on-site showers (one for males and one for females). Provide lockers for employees. • Establish a Transportation Management Association (TMA). The TMA will coordinate with other TMAs within the City to encourage and coordinate carpooling among building occupants. The TMA will advertise its services to building occupants, and offer transit and/or other incentives to reduce GHG emissions. A plan will be submitted by the TMA to the City within two months of project completion that outlines the measures implemented by the TMA, as well as contact information. • Provide preferential parking for carpools, vanpools or other						

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
alternative fuel vehicles. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to final site plan approval, delineate preferential parking for carpools and vanpools on the project site plan. • Provide at least two electric vehicle charging stations. Locations and configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, delineate stub outs for charging stations on the project building plans. • Implement compressed workweek schedules; • Achieve at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers until it reaches a minimum of 90% of all long haul trips carried by SmartWay 1.0 or greater carriers. • Achieve at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers.						

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
• Use of fleet vehicles conforming to 2010 air quality standards or better. • Installation of catalytic converters on gasoline-powered equipment. • Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets; • Establishment and use of carpool/vanpool programs, complemented by parking fees for single-occupancy vehicles; • Provision of preferential parking for EV and CNG vehicles; • Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance; • Use of electric (instead of diesel or gasoline-powered) yard trucks; • Use of SmartWay 1.25 rated trucks. • Provide a display case or kiosk displaying transportation information including the RTA bus schedule in a prominent area accessible to employees. • Use landscape maintenance companies that use battery powered or electric equipment or contract only with commercial landscapers who operate with equipment that complies with the most recent California Air Resources Board certification standards, or standards adopted no						

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
more than three years prior to date of use or any combination of these two themes.						
4.2.6.3B The project shall be designed to facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills by providing easily accessible areas that are dedicated to the collection and storage of recyclable materials including: paper, cardboard, glass, plastics, and metals. Locations of proposed recyclable materials collection areas are subject to review and approval by the City. Prior to Final Site Plan approval, locations of proposed recyclable materials collection areas shall be delineated on the project site plan.	City of Moreno Valley Building and Safety	Prior to Construction (once)	Prior to Issuance of Building Permits and Final Site Plan Approval	Review of final site plan and building plans and on-site inspection		Withhold Building Permits
BIOLOGICAL RESOURCES						
Mitigation Measure BIO-1: No more than 72 hours prior to initiation of ground-disturbing activities, a pre-construction survey shall be completed by a qualified biologist. The survey will identify special status avian species (if any) within the area of intended disturbance. In the event no special status avian species are identified within the limits of disturbance, no further mitigation is required. In the event such species are identified within the limits of ground disturbance,	City of Moreno Valley Planning Division	Prior to Grading	Prior to Issuance of Grading Permit	Submittal of Evidence that the pre-construction survey has been completed.		Withhold Grading Permit

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
Mitigation Measure BIO-3 shall apply.						
Mitigation Measure BIO-2: No more than 72 hours prior to initiation of ground-disturbing activities, a pre-construction burrowing owl survey shall be completed by a qualified biologist for the planned disturbance area. The pre-construction burrowing owl surveys may be conducted as part of the survey required in **Mitigation Measure BIO-1**. A report detailing the findings of the pre-construction survey shall be submitted to the City prior to the initiation of ground-disturbing activities. In the event no burrowing owls are identified within the limits of ground disturbance, no further mitigation is required. In the event burrowing owls are identified within the limits of ground disturbance, **Mitigation Measures BIO-3** and **BIO-4** shall apply.	City of Moreno Valley Planning Division	Prior to grading	Prior to Issuance of Grading Permit	Submittal of Evidence that a qualified biologist has been hired and the pre-construction survey has been completed. Submittal of a report of the survey findings.		Withhold Grading Permit
Mitigation Measures BIO-3. If nesting special status avian or burrowing owl species are determined to occupy a proposed area of disturbance a biological monitor will be present during construction to ensure no construction activity shall take place within 500 feet of an active nest/burrow until it has been determined by the biological monitor that the nest/burrow is no longer active, and all juveniles have fledged the nest/burrow.	City of Moreno Valley Planning Division	Prior to grading	Prior to Issuance of Grading Permit			Withhold Grading Permit
Mitigation Measure BIO-4: If active burrowing owl burrows are detected outside the breeding season, then	City of Moreno Valley Planning Division	Prior to grading	Prior to Issuance of Grading Permit	Provide evidence to the City that the passive relocation		Withhold Grading Permit

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
passive and/or active relocation may be approved following consultation with the CDFG and/or USFWS. One-way doors may be installed as part of a passive relocation program. Burrowing owl burrows shall be excavated with hand tools by a qualified biologist when determined to be unoccupied, and backfilled to ensure that animals do not re-enter the holes/dens.				plan has been approved by CDFG and USFWS.		
CULTURAL RESOURCES						
Mitigation Measure CUL-1: Prior to construction involving excavation four feet or more below existing surface grade, the construction contractor shall provide evidence that a qualified paleontologist has been retained, and that the paleontologist(s) shall be present during all grading and other significant ground-disturbing activities that reach four feet or more below existing surface grade. If the paleontologist(s) do not find evidence for Pleistocene-era deposits once the maximum excavation depth is reached, monitoring shall be discontinued. In the event fossiliferous deposits are encountered, the following measures shall be implemented: • Monitoring shall be conducted by qualified paleontological monitor(s) of excavation in areas identified as likely to contain paleontological resources, including undisturbed older Pleistocene alluvium. Paleontological monitors shall be	City of Moreno Valley Planning Division	Prior to grading and on-going during ground disturbing activities.	Prior to Issuance of Grading Permit	Provide evidence to the City that a qualified paleontologist has been retained, and that the paleontologist(s) will be present during all grading and other significant ground-disturbing activities that reach four feet or more below existing surface grade. A report of findings shall be submitted to the City after the finalization of construction.		Withhold Grading Permit/ Issuance of a Stop Work Order

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
equipped to salvage fossils as they are unearthed, to avoid construction delays, and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates. Monitors shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens. Monitoring may be reduced if the potentially fossiliferous units are determined upon exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources. • Paleontological monitoring of any earthmoving will be conducted by a monitor, under direct guidance of a qualified paleontologist. Earthmoving in areas of the parcel where previously undisturbed sediments are buried, but not otherwise disturbed, will not be monitored. • Preparation of recovered specimens to a point of identification and permanent preservation, including washing of sediments to recover small invertebrates and vertebrates. • Identification and curation of specimens into a professional, fully accredited museum repository with permanent retrievable storage. The paleontologist must have a written						

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
repository agreement in hand prior to the initiation of mitigation activities. • Preparation or a report of findings with and appended itemized inventory of specimens. The report and report and inventory, when submitted to the City of Moreno Valley along with confirmation of the curation of recovered of recovered specimens into an established, accredited museum repository, will signify completion of the program to mitigate impacts to paleontological resources						
GEOLOGY AND SOILS						
Mitigation Measure GEO-1: Prior to the issuance of grading permits, any existing low density soils and/or saturated soils shall be removed to competent natural soil under the inspection of the Soils Engineering Firm. After the exposed surface has been cleansed of debris and/or vegetation, it shall be scarified until it is uniform in consistency, brought to the proper moisture content and compacted to a minimum of 90 percent relative compaction (in accordance with ASTM: D-1557). In any area where a transition between fill and native soil or between bedrock and soil are encountered, additional excavation beneath foundations and slabs will be necessary in order to provide uniform support and	City of Moreno Valley Planning Division Engineering	Prior to grading	Prior to Issuance of Grading Permit	Review of construction documents and on-site inspection		Withhold Grading Permit

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
avoid differential settlement of the structure. The on-site soils or approved import soils may be utilized for the compacted fill, provided they are free of any deleterious materials and shall not contain any rocks, brick, asphaltic concrete, concrete, or other hard materials greater than eight inches in maximum dimensions. Any import soil must be approved by the Soils Engineering firm a minimum of 24 hours prior to importation to the site. The approved fill soils shall be placed in layers not in excess of six inches in thickness. Each lift shall be uniform in thickness and thoroughly blended. The fill soils shall be brought to within 2 percent of the optimum moisture content, unless otherwise specified by the Soils Engineering firm. Each lift shall be compacted to a minimum of 90 percent relative compaction (in accordance with ASTM: D-1557) and approved prior to the placement of the next layer of soil. Compaction tests shall be obtained at the discretion of the Soils Engineering firm but to a minimum of one test for every 500 cubic yards placed and/or for every two feet of compacted fill placed. The minimum relative compaction shall be obtained in accordance with accepted methods in the construction industry. The final grade of the structural areas shall be in a dense and smooth condition prior to						

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
placement of slabs-on-grade or pavement areas. No fill soils shall be placed, spread, or compacted during unfavorable weather conditions. When the grading is interrupted by heavy rains, compaction operations shall not be resumed until approved by the Soils Engineering firm. It should be noted that the above measure may be modified by the Final Geotechnical or Soils Report.						
Mitigation Measure GEO-2: Prior the issuance of grading permits, the project proponent shall inform the project engineers, architects, owner, maintenance personnel, and other interested parties of the Expansive Soil Guidelines provided in the project's geotechnical analysis [Geotechnical Engineering Investigation Proposed Industrial Development Southwest Corner of Perris Boulevard and Grove View Road Moreno Valley, California, NorCal Engineering, March 7, 2007]. The recommendations identified in the project's Expansive Soil Guidelines shall be implemented by the project engineers, architects, owner, maintenance personnel, and other interested parties in the applicable design guidelines. Applicable design guidelines shall be included and implemented in the project's grading plans.	City of Moreno Valley Planning Division Building and Safety Engineering	Prior to grading	Prior to Issuance of Grading Permit	Review of grading and construction documents and on-site inspection		Withhold Grading Permit

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
GREENHOUSE GASES AND GLOBAL CLIMATE CHANGE						
4.3.6.1A Prior to the issuance of building permits, the project applicant shall provide evidence to the City of Moreno Valley that building features have been incorporated in building plans as required by Title 24 of the California Code of Regulations. These features include but are not limited to the following: • Exterior windows in the office areas shall utilize window treatments for efficient energy conservation. • Per CALGreen Code requirements, water-efficient fixtures and appliances, including but not limited to low-flow faucets, dual-flush toilets minimizing water consumption by 20 percent from the Building Standards Code baseline water consumption shall be used. • Per CALGreen Code requirements, a Commissioning Plan shall be prepared and all building systems (e.g., heating, ventilation, and air-conditioning [HVAC], irrigation systems, lighting, water heating) shall be commissioned by the Commissioning Authority. • Per CALGreen Code, restrict watering methods (e.g., prohibit systems that apply water to non-vegetated surfaces) and control	City of Moreno Valley Building and Safety Planning Division	Prior to construction	Prior to issuance of building permits	Review of construction documents and on-site inspection		Withhold Building Permit

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
runoff.						
4.3.6.1B Prior to the issuance of building permits, the project applicant shall provide evidence to the City of Moreno Valley that the following measures have been be incorporated into the design and construction of the project: • Encourage use of locally produced and/or manufactured building materials for at least 10 percent of the construction materials used for the project. • Encourage use of "Green Building Materials," such as those materials that are resource efficient, and recycled and manufactured in an environmentally friendly way, for at least 10 percent of the project. • Limit unnecessary idling of construction equipment. A reduction in equipment idling would reduce fuel consumption, and therefore, GHG emissions. • Maximize the use of electricity from the power grid by replacing diesel- or gasoline-powered equipment where feasible. This would reduce GHG emissions because electricity can be produced more efficiently at centralized power plants. • Design the project building to exceed	City of Moreno Valley Building and Safety Planning Division	Prior to construction	Prior to issuance of building permits	Review of construction documents/building plans and on-site inspection		Withhold Building Permit

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
the California Building Code's (CBC) 2008 Title 24 energy standard by 20%, including, but not limited to, any combination of the following: ○ Increase insulation such that heat transfer and thermal bridging is minimized. ○ Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption. ○ Incorporate ENERGY STAR or better rated windows in the office area, space heating and cooling equipment, light fixtures, appliances, or other applicable electrical equipment. • Provide a landscape and development plan for the project that takes advantage of shade, prevailing winds, and landscaping. The landscaping plan shall be prepared by a registered landscape architect who will consider the following: ○ Plant at least 50 percent low-ozone forming potential (Low-OFP) trees and shrubs, preferably native, drought-resistant species, to meet city/county landscaping requirements. ○ Plant Low-OFP, native, drought-						

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
resistant, tree and shrub species, 20% in excess of that already required by city or county ordinance. Consider roadside, sidewalk, and driveway shading. • Install efficient lighting and lighting control systems. Use daylight as an integral part of the lighting systems in buildings. • Install light-colored "cool" roof and cool pavements. • Install energy-efficient heating and cooling systems, appliances and equipment, and control systems. • Install solar or light-emitting diodes (LEDs) for outdoor lighting. • Install electrical outlets on the exterior walls of the warehouse/office building (and perhaps parking lots) to promote the use of electric landscape maintenance equipment.						
4.3.6.1C Prior to the issuance of occupancy permits, the project applicant shall provide evidence to the City of Moreno Valley that the following measures have been incorporated into the operation of the project: • The project applicant shall use low	City of Moreno Valley Building and Safety Planning Division	Prior to building permit and occupancy	Prior to issuance of occupancy permit	Review of construction documents and on-site inspection		Withhold Occupancy Permit

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Global Warming refrigerants or natural refrigerants (ammonia, propane, carbon dioxide [CO_2]) for refrigeration and fire suppression equipment. • Provide vegetative or man-made exterior wall shading devices for east-, south-, and west facing walls with windows in the office areas. • Devise a comprehensive water conservation strategy appropriate for the project and its location. The strategy may include the following, plus other innovative measures that may be appropriate: • Install drought tolerant plants for landscaping. • Use reclaimed water for landscape irrigation within the project. Install the infrastructure to deliver and use reclaimed water. • Install water-efficient irrigations systems, such as weather-based and soil-moisture-based irrigation controllers and sensors for landscaping according to the California Department of Water Resources Model Efficient Landscape Ordinance. • Provide employee education about reducing waste and available recycling services.						

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
HYDROLOGY AND WATER QUALITY						
Mitigation Measure HYD-01: Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall provide evidence to the City that a Notice of Intent (NOI) with the Regional Water Quality Control Board has been filed to be covered under the State NPDES General Construction Permit for discharge of stormwater associated with construction activities.	City of Moreno Engineering	Prior to grading	Prior to the Issuance of Grading Permits	Submittal of copy of Notice of Intent to City filed with the RWQCB		Withhold Grading Permits
Mitigation Measure HYD-02: Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall submit to the State Water Quality Control Board, a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall include a surface water control plan and erosion control plan citing specific measures to control on-site and off-site erosion during the entire grading and construction period. Additionally, the SWPPP shall identify structural and nonstructural BMPs to control sediment and non-visible discharges from the site. BMPs to be implemented in the SWPPP may include but shall not be limited to the following: Sediment discharges from the site may be controlled by the following: gravel bags, silt fences, straw wattles and temporary debris basins (if deemed necessary), and other discharge	City of Moreno Engineering	Prior to grading	Prior to the Issuance of Grading Permits	Review and approval of SWPPP		Withhold Grading Permits

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
control devices. The construction and condition of the BMPs will be periodically inspected during construction, and repairs will be made when necessary as required by the SWPPP.						
Materials that have the potential to contribute non-visible pollutants to stormwater must not be placed in drainage ways and must be contained, elevated, and placed in temporary storage containment areas.						
All loose piles of soil, silt, clay, sand, debris, and other earthen material shall be protected in a reasonable manner to eliminate any discharge from the site. Stockpiles will be surrounded by silt fences.						
The SWPPP will include inspection forms for routine monitoring of the site during the construction phase to ensure NPDES compliance.						
Additional BMPs and erosion control measures will be documented in the SWPPP and utilized if necessary.						
The SWPPP will be kept on site for the entire duration of project construction and will also be available to the local RWQCB for inspection at any time.						
In the event that it is not feasible to implement the above BMPs, the City of Moreno Valley can make a determination						

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
that other BMPs will provide equivalent or superior treatment either on or off site.						
Mitigation Measure HYD-03: Prior to the issuance of grading permits, the project proponent shall provide evidence to the City that the following provisions have been added to construction contracts for the project: • The Construction Contractor shall be responsible for performing and documenting the application of BMPs identified in the SWPPP. Weekly inspections shall be performed on sediment control measures called for in the SWPPP. Monthly reports shall be maintained by the Contractor and submitted to the City for inspection. In addition, the Contractor will also be required to maintain an inspection log and have the log on site to be reviewed by the City of Moreno Valley and the representatives of the Regional Water Quality Control Board.	City of Moreno Engineering	During grading and construction	Prior to Grading	Review of construction documents and on-site inspection		Withhold Grading Permit
Mitigation Measure HYD-04: Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall receive approval from the City of Moreno Valley for a Final Water Quality Management Plan (F-WQMP). The F-WQMP shall specifically identify pollutants of concern, site design, source control, and treatment control BMPs that	City of Moreno Engineering	Prior to grading	Prior to Issuance of Grading Permit	Submittal of WQMP to City for review and approval		Withhold Grading Permit

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
shall be used on site to control predictable pollutant runoff in order to reduce impacts to water quality to the maximum extent practicable.						
Mitigation Measure HYD-05: Prior to grading plan approval and the issuance of a grading permit, the project proponent shall submit a detailed grading plan and drainage report, with supporting engineering calculations, to the City Engineer for review and approval. The plan and report shall incorporate relevant requirements identified by the City and/or site-specific geotechnical investigations. The plan and report shall provide evidence that the storm drainage system would be adequate to convey water for the 100-year storm event from the project site and that the post-development flows exiting the proposed project site are less than or equal to pre-development flows.	City of Moreno Engineering	Prior to grading	Prior to Issuance of Grading Permits	Submittal of evidence that all requirements are fulfilled		Withhold Grading Permit
NOISE						
4.4.6.1A During all project site excavation and grading on site, the project contractor shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers consistent with manufacturers' standards.	City of Moreno Valley Building and Safety Engineering Planning Division	Throughout construction	Prior to Issuance of Grading Permit	Review of construction documents and on-site inspection		Withhold Grading Permit
4.4.6.1B The project contractor shall place all stationary construction equipment so that emitted noise is	City of Moreno Valley Building and Safety	Throughout construction /on-site inspection	Prior to Issuance of Grading Permit	Review of construction documents and on-		Withhold Grading Permit or Stop Work

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
directed away from sensitive receptors nearest to the project site.	Engineering Planning Division			site inspection		Order
4.4.6.1C The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise-sensitive receptors nearest to the project site during all project construction.	City of Moreno Valley Building and Safety Engineering Planning Division	Throughout construction /on-site inspection	Prior to Issuance of Grading Permit	Review of construction documents and on-site inspection		Withhold Grading Permit or Stop Work Order
4.9.6.1D During all project site construction activities, the construction contractor shall limit all construction-related activities that would result in high noise levels to between the hours of 6:00 a.m. and 8:00 p.m. on weekdays and between the hours of 7:00 a.m. to 8:00 p.m. on weekends and holidays, unless written approval is obtained from the City Building Official or City Engineer. For grading activity, the hours are limited to between 7 am and 6 pm weekdays and 8 am to 4 pm on weekends and holidays.	City of Moreno Valley Building and Safety Engineering Planning Division	Throughout construction /on-site inspection	Prior to Issuance of Grading Permit	Review of construction documents and on-site inspection		Withhold Grading Permit or Stop Work Order
TRANSPORTATION						
4.5.6.1A. Prior to the issuance of building permits, the project applicant shall participate in the City of Moreno Valley Development Impact (DIF) Fee Program and pay the project's fair share for local	City of Moreno Valley Building and Safety Engineering	Once after construction	Prior to the Issuance of Certificate of Occupancy	Evidence of Payment of City DIF fees		Withhold Certificate of Occupancy

Mitigation Measure No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
circulation improvements as outlined in the VIP Moreno Valley Project Traffic Study. The City shall ensure that the intersection and street improvements outlined in the VIP Moreno Valley Project Traffic Study will be constructed pursuant to the timeframes established by the City of Moreno Valley Development Impact Fee Program.	Planning Division					
4.5.6.1B. Prior to the issuance of building permits, the project applicant shall participate in the County of Riverside Transportation Uniform Mitigation Fee (TUMF) Program and pay the project's fair share for regional circulation improvements. The City shall ensure that the intersection and street improvements outlined in the VIP Moreno Valley Project Traffic Study will be constructed pursuant to the timeframe established by the County of Riverside TUMF Program.	City of Moreno Valley Building and Safety Engineering	Once after construction	Prior to the Issuance of Certificate of Occupancy	Evidence of Payment of Riverside County TUMF fees		Withhold Certificate of Occupancy
4.5.6.2A. Prior to the issuance of occupancy permits, the project applicant shall have constructed the site access roadway improvements outlined below. • Indian Street/South Project Driveway: Restripe to convert center turn lane on Indian Street to a two-way left-turn lane. This location does not meet a peak hour signal warrant. This is a site-adjacent improvement to be constructed by the project applicant.	City of Moreno Valley Engineering	Once after construction	Prior to the Issuance of Occupancy Permits	Review of construction documents and on-site inspection		Withhold Occupancy Permits

APPENDIX A:

ATTACHMENTS TO JOHNSON & SEDLACK COMMENT LETTER DATED JUNE 1, 2012

U.S. Department of Transportation
Federal Highway Administration

Search | Feedback

Highway Traffic Noise

Construction Noise
Handbook
RCNM Version 1.1
Special Report
Measurement
Noise Barriers
Noise Compatible Planning
Noise Effect on Wildlife
Regulation and Guidance
Tire Pavement Noise
Traffic Noise Model
Training

Contruction Noise Handbook

3.0 Effects of Construction Noise

3.1 Introduction

Construction noise in the community may not pose a health risk or damage peoples' sense of hearing, but it can adversely affect peoples' quality of life. To some degree, construction noise can be a contributing factor to the degradation of someone's health in that it can cause people to be irritated and stressed and can interrupt their ability to sleep - all of which may lead to higher blood pressure, anxiety, and feelings of animosity toward the people or agencies responsible for producing the noise.

In fact, several of the traditional definitions of "noise" (i.e. unwanted or undesirable sound) can be associated with construction noise. Construction noise can be considered to:

- be too loud;
- be impulsive;
- contain annoying pure tones;
- occur unexpectedly;
- occur at undesirable times of day; and/or
- interrupt people's activities.

Construction noise has the potential to disturb people at home in their residences, in office buildings or retail businesses, in public institutional buildings, at locations of religious services, while attending sporting events, or when on vacation.

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Adopted February 6, 2012

2012 Central Zone 5-Year Transportation Improvement Program

Fiscal Year				FY11-12	FY12-13	FY13/14	FY14/15	FY15/16	Current Obligated Phase Balance	Total Phase Payments/ Expenditures	Original Obligated Phase Cost
:cast Revenues				$ 1,096,752	$ 1,096,752	$ 1,118,687	$ 1,141,061	$ 1,163,882	$ 30,277,463	$ (25,912,959)	$ 64,184,922
yover Revenues (As of 6/30/2011)				$ 24,353,353	$ 12,846,128	$ 50,044	$ (943,137)	$ (916,182)			
Availiable Revenue				$ 25,450,105	$ 13,942,881	$ 1,168,732	$ 197,924	$ 247,700			
Funded Expenditures		*Status**	*Phase***								
County of Riverside											
06-CN-RCY-1103	Cajalco Rd, Alexander St to I-215 (3.280 mi. 2 to 4 lanes)	STD	PA&ED	$ 0					$ 0	$ (259,263)	$ 259,263
		PLN	ENG			$ 1,000,000			$ 1,000,000	$ -	$ 1,000,000
05-CN-RCY-1006	Pigeon Pass Rd.(Cantarini), Hidden Springs Dr to Center St.(4.213 mi. 0 to 4 lanes)	STD	PA&ED	$ (0)					$ (0)	$ (649,865)	$ 649,865
05-CN-RCY-1007	Reche Canyon Rd./Reche Vista Dr., Heacock St.to S.B.C. (4.757 mi. 2 to 4 lanes)	STD	PA&ED	$ 905,260	$ 314,000				$ 1,219,260	$ (415,050)	$ 1,634,310
		STD	ROW	$ (0)					$ (0)	$ (661,119)	$ 661,118
City of Menifee/County of Riverside											
-CN-RCY-1003	Murrieta Rd, Ethanac Rd to McCall Blvd (1.982 mi. 2 to 4 lanes)	CPL	PA&ED	$ 0					$ 0	$ (599,406)	$ 599,406
		CPL	ENG	$ 0					$ 0	$ (398,938)	$ 398,938
-CN-RCY-1004	Newport Road/I-215 Interchange (CFD)	STD	PA&ED	$ 1,604,317					$ 1,604,317	$ (1,234,012)	$ 2,838,329
		PLN	ENG		$ 1,440,340				$ 1,440,340	$ -	$ 1,440,340
08-SW-RCY-1128	Newport Road, Murrieta Rd to Goetz Rd North (2.06 mi. 0 to 4 lanes)	STD	CON	$ 856,511					$ 856,511	$ (3,023,489)	$ 3,880,000

MV00179569

2012 Central Zone 5-Year Transportation Improvement Program

Fiscal Year				FY11-12	FY12-13	FY13/14	FY14/15	FY15/16	Current Obligated Phase Balance	Total Phase Payments/ Expenditures	Original Obligated Phase Cost
Forecast Revenues				**$ 1,096,752**	**$ 1,096,752**	**$ 1,118,687**	**$ 1,141,061**	**$ 1,163,882**	**$ 30,277,463**	**$ (25,912,959)**	**$ 64,184,922**
Carryover Revenues (As of 6/30/2011)				**$ 24,353,353**	**$ 12,846,128**	**$ 50,044**	**$ (943,137)**	**$ (916,182)**			
Availiable Revenue				**$ 25,450,105**	**$ 13,942,881**	**$ 1,168,732**	**$ 197,924**	**$ 247,700**			
Funded Expenditures, continued											
City of Moreno Valley											
06-CN-MOR-1107	Ironwood Ave(Seg A), Heacock St to Perris Blvd. (0.980 mi. 2 to 4 lanes)	CPL	PA&ED	$ -					$ -	$ (124,000)	$ 124,000
		CPL	ENG	$ 21,378					$ 21,378	$ (232,322)	$ 253,700
		CPL	ROW	$ 176,512					$ 176,512	$ (1,480,610)	$ 1,657,122
06-CN-MOR-1113	Ironwood Ave (Seg B), Perris Blvd to Nason St. (2.130 mi. 2 to 4 lanes)	CPL	PA&ED	$ (0)					$ (0)	$ (511,833)	$ 511,833
05-CN-MOR-1012	Moreno Beach/SR-60 Interchange Phase I	CPL	PA&ED	$ 0					$ 0	$ (500,000)	$ 500,000
		PND	ENG	$ 505,141					$ 505,141	$ (2,227,339)	$ 2,732,480
		STD	ROW	$ 2,413,708	$ 1,000,000				$ 3,413,708	$ (2,212,292)	$ 5,626,000
		PLN	CON		$ 3,500,000				$ 3,500,000	$ -	$ 3,500,000
5-CN-MOR-1013	Nason/SR-60 Interchange w/Bridge	CPL	PA&ED	$ -					$ -	$ (500,000)	$ 500,000
		PND	ENG	$ 138,145					$ 138,145	$ (1,243,306)	$ 1,381,451
		PND	ROW	$ 59,619					$ 59,619	$ (881)	$ 60,500
		PLN	CON	$ 133,500		$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 3,133,500	$ -	$ 11,128,000
ity of Perris											
05-CN-PER-1015	Evans Rd, 700' N/of Placentia Ave to Nuevo Rd.(Phasel&II) (1.655 mi. 0 to 4 lanes)	CPL	PA&ED	$ 71,132					$ 71,132	$ (60,559)	$ 131,691
		STD	ENG	$ 523,636					$ 523,636	$ (72,131)	$ 595,767
		STD	CON		$ 879,015				$ 879,015	$ (1,205,799)	$ 2,084,814
05-CN-PER-1019	Nuevo, Murrieta Rd. to Dunlap (0.979 mi. 2 to 4 lanes)	PLN	PA&ED	$ -	$ 50,000				$ 50,000	$ -	$ 50,000
05-CN-PER-1072	Ramona Expressway, I-215 to Evans Road (1.505 mi. 4 to 6 lanes)	CPL	PA&ED	$ 0					$ 0	$ (63,133)	$ 63,133
		CPL	ENG	$ (0)					$ (0)	$ (324,045)	$ 324,045
		CPL	CON	$ -	$ 199,806				$ 199,806	$ (1,742,550)	$ 1,942,356
City of Perris/ City of Menifee											
05-CN-PER-1001	Ethanac Road, Goetz Rd to I-215 (1.936 mi. 2 to 4 lanes)	PLN	PA&ED	$ -	$ 50,000				$ 50,000	$ -	$ 50,000
City of Moreno Valley/ March JPA											
05-CN-JPA-1021	Heacock Ave, Perris Valley Drain to San Michele Rd, Phase I (0.890 mi. 2 to 4 lanes)	CPL	PA&ED	$ -					$ -	$ (65,600)	$ 65,600
		CPL	ENG	$ -					$ -	$ (91,167)	$ 91,167
		CPL	ROW	$ (0)					$ (0)	$ (32,959)	$ 32,959
		STD	CON	$ 229,676					$ 229,676	$ (7,526)	$ 237,202

son/SR-60 CON funding in FY13/14, FY14/15, FY15/16 are illustrative only and not actual commitment.

TUMF WRCOG

Adopted February 6, 2012

2012 Central Zone 5-Year Transportation Improvement Program

Fiscal Year				FY11-12	FY12-13	FY13/14	FY14/15	FY15/16	Current Obligated Phase Balance	Total Phase Payments/ Expenditures	Original Obligated Phase Cost
:cast Revenues				$ 1,096,752	$ 1,096,752	$ 1,118,687	$ 1,141,061	$ 1,163,882	$ 30,277,463	$ (25,912,959)	$ 64,184,922
yover Revenues (As of 6/30/2011)				$ 24,353,353	$ 12,846,128	$ 50,044	$ (943,137)	$ (916,182)			
Availiable Revenue				$ 25,450,105	$ 13,942,881	$ 1,168,732	$ 197,924	$ 247,700			
Funded Expenditures, continued											
RCTC/City of Perris											
05-CN-PER-1018	SR-74 (4th)/I-215 Interchange	CPL	PA&ED						$ -	$ (1,050,000)	$ 1,050,000
		PND	ENG	$ 72,345					$ 72,345	$ (648,953)	$ 721,298
		PND	ROW	$ 456,429					$ 456,429	$ (1,656,847)	$ 2,113,276
		STD	CON	$ 2,229,993	$ 2,850,000				$ 5,079,993	$ (1,720,007)	$ 6,800,000
County of Riverside/City of Perris											
07-CN-PER-1120	Ramona Expressway/I-215 Interchange	STD	ENG	$ 97,000					$ 97,000	$ (897,959)	$ 994,959
		STD	CON	$ 2,000,000	$ 3,500,000				$ 5,500,000	$ -	$ 5,500,000
Reimbursements (10% of revenue)***				$ 109,675	$ 109,675	$ 111,869	$ 114,106	$ 116,388			
:tal Funded Capital Expenditures				$ 12,603,977	$ 13,892,837	$ 2,111,869	$ 1,114,106	$ 1,116,388			
:tal Funded Balance Carryover*				$ 12,846,128	$ 50,044	$ (943,137)	$ (916,182)	$ (868,688)			

Summary Table								
Fiscal Year	**FY11/12**	**FY12/13**	**FY13/14**	**FY14/15**	**FY15/16**	*5-Year Total Available Forecast Cash*	*5-Year Total Programmed plus TIP*	*5-Year Balance*
Available Revenue	$ 25,450,105	$ 13,942,881	$ 1,168,732	$ 197,924	$ 247,700			
Total Funded/Obligated Expenditures	$ 12,603,977	$ 13,892,837	$ 2,111,869	$ 1,114,106	$ 1,116,388	$ 30,793,842	$ 31,902,557	$ (1,108,715)
Carryover Balance	$ 12,846,128	$ 50,044	$ (943,137)	$ (916,182)	$ (868,688)			
10% Reimbursement Tracking Summary								
Available 10% Reimbursements	$ 933,029	$ 745,401	$ 559,967	$ 376,771	$ 195,856	*10% Reimbursement*	*10% Reimbursement*	*10% Reimbursement Balance*
Programmed Reimbursements	$ 297,303	$ 297,303	$ 297,303	$ 297,303	$ 435,883	$ 1,625,094	$ -	$ 1,625,094
Reimbursement Carryover Balance	$ 635,726	$ 448,098	$ 262,664	$ 79,468	$ (240,027)			

NOTES:

Total Funded Carryover Balance does not reflect total available cash - October 29 Zone TAC approved reducing each funded phase of each funded project by 3% on TIP.
Phase: planning=PA&ED, engineering=ENG, right-of-way=ROW,construction=CON.
Status: PLN=planned, STD=started, PND=pending final invoice, CPL=completed, TER=terminated.
10% Reimbursement Reimbursement Detail Tracked on Separate Spreadsheet.
Actual Forecasts, Carryover, and Payments thru 6/30/11.
Yellow highlight = obligated funds and over-program alert.

MV00179571

Technical Support Document for Cancer Potency Factors:

Methodologies for derivation, listing of available values, and adjustments to allow for early life stage exposures.

April 2009

California Environmental Protection Agency

Office of Environmental Health Hazard Assessment

Air Toxicology and Epidemiology Branch

Item No. E.2

MV00179572

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EXECUTIVE SUMMARY

The Air Toxics "Hot Spots" Information and Assessment Act (AB 2588, Connelly) was enacted in September 1987. Under this Act, stationary sources of air pollution are required to report the types and quantities of certain substances their facilities routinely release into the air. The goals of the Air Toxics "Hot Spots" Act are to collect emission data, identify facilities having localized impacts, ascertain health risks posed by those facilities, notify nearby residents of significant risks and reduce emissions from significant sources.

The Technical Support Document for Cancer Potency Factors (TSD) contains cancer unit risks and potency factors for 107 of the 201 carcinogenic substances or groups of substances for which emissions must be quantified in the Air Toxics Hot Spots program. These unit risks are used in the cancer risk assessment of facility emissions.

The purposes of this revision to the TSD is to provide updated calculation procedures used to derive the estimated unit risk and cancer potency factors, and to describe the procedures used to consider the increased susceptibility of infants and children compared to adults to carcinogens. This updates cancer risk assessment methods originally laid out in the California Department of Health Services' Guidelines for Chemical Carcinogen Risk Assessment (CDHS, 1985), and more recently summarized in the previous Hot Spots technical support document Part II (OEHHA, 2005a). Summaries of cancer potency factors and the underlying data are provided in Appendix A and B. [these did not undergo revision and are not included in this review package.]

The procedures used to consider the increased susceptibility to carcinogens of infants and children as compared to adults include the use of age-specific weighting factors in calculating cancer risks from exposures of infants, children and adolescents, to reflect their anticipated special sensitivity to carcinogens

This document is one part of the Air Toxics Hot Spots Program Risk Assessment Guidelines. The other documents originally included in the Guidelines are Part I: Technical Support Document for the Determination of Acute Toxicity Reference Exposure Levels for Airborne Toxicants; Part III: Technical Support Document for Determination of Noncancer Chronic Reference Exposure Levels; Part IV: Technical Support Document for Exposure Assessment and Stochastic Analysis; Part V: Air Toxic Hot Spots Program Risk Assessment Guidelines. As a part of the same revision process which led to production of this revised TSD on cancer potencies, the original TSDs for Acute and Chronic Reference Exposure Levels have been replaced with a new unified TSD for Acute, 8-hour and Chronic Reference Exposure Levels.

The major changes to the TSD include the following:

- Based on the OEHHA analysis of the potency by lifestage at exposure, OEHHA proposes weighting cancer risk by a factor of 10 for exposures that occur from birth to 2 years of age, and by a factor of 3 for exposures that occur from 2 years through 15 years of age. We propose to apply this weighting factor to all carcinogens, regardless of purported mechanism of action, unless chemical-specific data exist to the contrary. In cases where

there are adequate data for a specific carcinogen of potency by age, we would use the data to make any adjustments to risk.

- OEHHA proposes to use the Benchmark Dose method to compute potency factors rather than the more traditional linearized multistage model (LMS), although the LMS will still be used in some instances. The BMDL model essentially uses an empirical fit to the data (usually best with the multistage model), and then extrapolates with a straight line from the 95 % lower confidence limit of the BMD (BMDL) to zero. This method is simpler and does not assume any underlying theoretical mechanisms at the low dose range. The BMDL method results in very similar estimates of potency as the LMS method.

- OEHHA will use scaling based on body weight to the ¾ power, rather than to the 2/3 power.

- OEHHA's evaluations of the carcinogenicity of chemicals generally follow the guidelines laid out by IARC for identification and classification of potential human carcinogens, which are described in detail in the most recent revision of the *Preamble* to the IARC monographs series (IARC, 2006).

PREFACE

The Air Toxics "Hot Spots" Information and Assessment Act (AB 2588, Connelly) was enacted in September 1987. Under this Act, stationary sources are required to report the types and quantities of certain substances their facilities routinely release into the air. The goals of the Air Toxics "Hot Spots" Act are to collect emission data, identify facilities having localized impacts, ascertain health risks posed by those facilities, notify nearby residents of significant risks and reduce emissions from significant sources.

The Technical Support Document for Cancer Potency Factors (TSD) contains cancer unit risks and potency factors for 107 of the 201 carcinogenic substances or groups of substances for which emissions must be quantified in the Air Toxics Hot Spots program. These unit risks are used in risk assessment of facility emissions. The TSD provides updated calculation procedures used to derive the estimated unit risk and cancer potency factors, and procedures to consider early-life susceptibility to carcinogens. Summaries of cancer potency factors and the underlying data are provided in Appendix A and B. [these did not undergo revision and are not included in this review package.]

In this document, OEHHA is responding to the requirements of the 1999 Children's Environmental Health Protection Act, (SB25, Escutia) by revising the procedures for derivation and application of cancer potency factors to take account of general or chemical-specific information which suggests that children may be especially susceptible to certain carcinogens (OEHHA, 2001a). The revised cancer potency derivation procedures described will not be used to impose any overall revisions of the existing cancer potencies, although they do reflect updated methods of derivation. However, individual cancer potency values will be reviewed as part of the ongoing re-evaluation of health values mandated by SB 25, and revised values will be listed in updated versions of the appendices to this document as necessary. The revisions also include the use of weighting factors in calculating cancer risks from exposures of infants, children and adolescents, to reflect their anticipated special sensitivity to carcinogens. Similar legal mandates to update risk assessment methodology and cancer potencies apply to the OEHHA program for development of Public Health Goals (PHGs) for chemicals in drinking water, and Proposition 65 No Significant Risk Levels (NSRLs). The NSRLs may also be revised to reflect concerns for children's health. Revising these numbers will require the originating program to reconsider the value in an open public process. For example, OEHHA would need to release any revised potency factors for public comment and review by the Scientific Review Panel on Toxic Air Contaminants (SRP) prior to adoption under the TAC program. The procedures for outside parties to request reevaluation of cancer potency values by the programs which originated those values are listed in Appendix G.

Appendices A and B provide previously adopted Cal/EPA values which were included in the previous version of the TSD for Cancer Potency Factors (OEHHA, 2005a). Cal/EPA values were developed under the Toxic Air Contaminant (TAC) program, the PHG program, the Proposition 65 program, or in some cases specifically for the Air Toxics Hot Spots program. All the Cal/EPA values are submitted for public comments and external peer review prior to adoption by the program of origin. In the future, new values developed by the Toxic Air

Contaminants or Hot Spots programs or other suitable sources will be added as these are approved.

Some U.S. EPA IRIS cancer unit risk values were adopted under the previous versions of these guidelines, and these values will continue to be used unless and until revised by Cal/EPA. U.S. EPA has recently revised its cancer risk assessment guidelines (U.S. EPA, 2005a). Some of the recommended changes in methodology could result in slightly different potency values compared to those calculated by the previous methodology, although in practice a number of the recommendations (for example, the use of ¾ power of the body weight ratio rather than ⅔ power for interspecies scaling) have been available in draft versions of the revised policy for some time and appear in many more recent assessments. U.S. EPA has stated that cancer potency values listed in IRIS will not be revisited solely for the purpose of incorporating changes in cancer potency value calculation methods contained in the revised cancer risk assessment guidelines. U.S. EPA has also issued supplementary guidelines on assessing cancer risk from early-life exposure (U.S. EPA, 2005b).

OEHHA uses a toxic equivalency factor procedure for dioxin-like compounds, including polychlorinated dibenzo-*p*-dioxins, dibenzofurans and polychlorinated biphenyls (PCBs). The Toxicity Equivalency Factor scheme (TEF_{WHO-97}) developed by the World Health Organization/European Center for Environmental Health (WHO-ECEH) is used for determining cancer unit risk and potency values for these chemicals where individual congener emissions are available (Appendix C).

This document is one part of the Air Toxics Hot Spots Program Risk Assessment Guidelines. The other documents originally included in the Guidelines are Part I: Technical Support Document for the Determination of Acute Toxicity Reference Exposure Levels for Airborne Toxicants; Part III: Technical Support Document for Determination of Noncancer Chronic Reference Exposure Levels; Part IV: Technical Support Document for Exposure Assessment and Stochastic Analysis; Part V: Air Toxic Hot Spots Program Risk Assessment Guidelines. As a part of the same revision process which led to production of this revised TSD on cancer potencies, the original TSDs for Acute and Chronic Reference Exposure Levels have been replaced with a new unified TSD for Acute, 8-hour and Chronic Reference Exposure Levels.

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INTRODUCTION

The Technical Support Document (TSD) for Describing Available Cancer Potency Factors provides technical information support for the Air Toxics Hot Spots Program Risk Assessment Guidelines. The TSD consists of 12 sections:

1. The TSD introduction.
2. A description of the methodologies used to derive the unit risk and cancer potency values listed in the lookup table.
3. A lookup table containing unit risk and cancer potency values. (Appendix A)
4. Chemical-specific summaries of the information used to derive unit risk and cancer potency values. (Appendix B).
5. A description of the use of toxicity equivalency factors for determining unit risk and cancer potency factors for polychlorinated dibenzo-*p*-dioxins, dibenzofurans and dioxin-like polychlorinated biphenyls (Appendix C).
6. A listing of Toxic Air Contaminants identified by the California Air Resources Board (Appendix D).
7. Descriptions of the International Agency for Research on Cancer (IARC) and U.S. Environmental Protection Agency (U.S. EPA) carcinogen classifications (Appendix E).
8. An asbestos quantity conversion factor for calculating asbestos concentrations expressed as 100 fibers/m^3 from asbestos concentrations expressed as $\mu g/m^3$ (Appendix F).
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10. Exposure routes and studies used to derive cancer unit risks and slope factors (Appendix H).
11. "Assessing susceptibility from early-life exposure to carcinogens": Barton *et al.*, 2005 (from *Environmental Health Perspectives)* (Appendix I).
12. "In Utero and Early Life Susceptibility to Carcinogens: The Derivation of Age-at-Exposure Sensitivity Measures" – conducted by OEHHA's Reproductive and Cancer Hazard Assessment Branch (Appendix J)

SELECTION OF CANCER POTENCY VALUES

The Office of Environmental Health Hazard Assessment (OEHHA) has developed a number of cancer potencies for use in the Toxic Air Contaminants and Air Toxics Hot Spots programs. This document also provides summaries of cancer potency factors which were originally developed for other California Environmental Protection Agency (Cal/EPA) programs, or by the U.S. EPA. These were reviewed for accuracy, reliance on up-to-date data and methodology, and applicability in the context of the Air Toxics Hot Spots program. Values found appropriate were adopted after public and peer review rather than devoting the resources necessary for a full *de novo* assessment. Thus, cancer potency values (CPF) included in the Technical Support Document (TSD) for Cancer Potency Factors were from the following sources:

1. Toxic Air Contaminant documents
2. Standard Proposition 65 documents
3. U.S.EPA Integrated Risk Information Systems (Office of Health and Environmental Assessment, U.S.EPA)
4. Expedited Proposition 65 documents
5. Other OEHHA assessments , for example for the drinking water program.

All the cancer potency value sources used generally follow the recommendations of the National Research Council on cancer risk assessment (NRC, 1983, 1994). All Cal/EPA program documents undergo a process of public comment and scientific peer review prior to adoption, although the procedures used vary according to the program. The publication procedure for Toxic Air Contaminant documents includes a public comment period and review by the Scientific Review Panel on Toxic Air Contaminants (SRP) before identification of a Toxic Air Contaminant by the Air Resources Board of the California Environmental Protection Agency (Cal/EPA). Furthermore, a petition procedure is available to initiate TAC document review and revision if appropriate because of new toxicity data. Documents developed for the Air Toxics Hot Spots program similarly undergo public comment and peer review by the SRP before adoption by the Director of OEHHA. The standard Proposition 65 document adoption procedure includes a public comment and external peer review by the Proposition 65 Carcinogen Identification Committee. The expedited Proposition 65 document adoption procedure included a public comment period. Risk assessments prepared for development of Public Health Goals (PHGs) for chemicals in drinking water are subject to two public comment periods before the final versions and responses to comments are published on the OEHHA Web site. PHG documents may also receive external peer review. Documents from U.S. EPA's Integrated Risk Information System (IRIS) receive external peer review and are posted on the Internet for public viewing during the external peer review period, and any public comments submitted are considered by the originating office. Additionally, public comment may be solicited during the document posting period. Future preference for use of developed cancer potency factors/unit risks will be done on a case by case basis. Preference will be given to those assessments most relevant to inhalation exposures of the California population, to the most recent derivations using the latest data sets and scientific methodology, and to those having undergone the most open and extensive peer review process.

CANCER RISK ASSESSMENT METHODOLOGIES

This section describes in general the methodologies used to derive the cancer unit risk and potency factors listed in this document. As noted in the Preface to this document, no new cancer unit risks or potency factors were developed for this document. All of the values contained here were previously developed in documents by Cal/EPA or U.S. EPA. Following the recommendations of the National Academy of Sciences (NRC, 1983), Cal/EPA and U.S. EPA have both used formalized cancer risk assessment guidelines, the original versions of which (California Department of Health Services, 1985; U.S. EPA, 1986) were published some time ago. Both these guidelines followed similar methodologies.

In the twenty years since these original guidelines were published there have been a number of advances in the methodology of cancer risk assessment. There have additionally been considerable advances in the quantity of data available not only from animal carcinogenesis bioassays and epidemiological studies, but also from mechanistic studies of carcinogenesis and related phenomena. Some of these advances have been incorporated into newer risk assessments by both agencies on a more or less *ad hoc* basis. There has also been an ongoing effort to provide updated risk assessment guidance documents. In 1995, U.S. EPA released for public comment the "Proposed and Interim Guidelines for Carcinogen Risk Assessment", which was the first of several drafts released for public comment. Many risk assessments appearing since then have used elements of the recommendations contained in that document, in spite of its draft status. A final version of the U.S. EPA's revised cancer risk assessment guidelines has now been released (U.S. EPA, 2005a). Although these new guidelines incorporate a number of substantial changes from their predecessors (U.S. EPA, 1986; 1995), U.S. EPA has stated that cancer potency values listed in IRIS will not be revisited solely for the purpose of incorporating changes in cancer potency value calculation methods.

Cal/EPA has not produced a revised cancer risk assessment guideline document to replace the original version (DHS, 1985). Rather, Cal/EPA has relied on incorporating new data and methodologies as these became available, and described the methods used on a case by case basis in the individual risk assessment documents where these went beyond the original guidance. However, this revision of the TSD for cancer potencies provides a convenient opportunity to summarize the current status of the methodology used by OEHHA for the air toxics programs, and also to highlight points of similarity to, and difference from, the recommendations of U.S. EPA (2005a).

In this document, OEHHA intends to follow the recommendations of the NRC (1994) in describing a set of clear and consistent principles for choosing and departing from default cancer risk assessment options. NRC identified a number of objectives that should be taken into account when considering principles for choosing and departing from default options. These include, "protecting the public health, ensuring scientific validity, minimizing serious errors in estimating risks, maximizing incentives for research, creating an orderly and predictable process, and fostering openness and trustworthiness". The OEHHA cancer risk methodologies discussed in this document are intended to generally meet those objectives cited above.

Hazard Identification

This section will describe: 1) how weight of evidence evaluations are used in hazard evaluation; 2) guidelines for inferring causality of effect; 3) the use of human and animal carcinogenicity data, as well as supporting evidence (e.g. genetic toxicity and mechanistic data); 4) examples of carcinogen identification schemes.

Evaluation of Weight of Evidence

In evaluating the range of evidence on the toxicity and carcinogenicity of a compound, mixture or other agent, a "weight-of-evidence" approach is generally used to describe the body of evidence on whether or not exposure to the agent causes a particular effect. Under this approach, the number and quality of toxicological and epidemiological studies, as well as the consistency of study results and other sources of data on biological plausibility, are considered. Diverse and sometimes conflicting data need to be evaluated with respect to possible explanations of differing results. Consideration of methodological issues in the review of the toxicological and epidemiological literature is important in evaluating associations between exposure to an agent and animal or human health effects. This aspect of the evaluation process has received particular emphasis with respect to epidemiological data, where concerns as to the statistical and biological significance and reliability of the data and the impacts of confounding and misclassification are pressing. Such concerns are also relevant to some extent in the interpretation of animal bioassay data and mechanistic studies. Although the test animals, laboratory environment and characterization of the test agent are usually much better controlled than the equivalent parameters in an epidemiological study, the small sample size can be problematic. In addition, there are uncertainties associated with extrapolation of biological responses from test animal species to humans.

Criteria for Causality

There has been extensive discussion over the last two centuries on causal inference. This has been particularly with regard to epidemiological data, but is also relevant to interpretation of animal studies. Most epidemiologists utilize causal inference guidelines based on those proposed by Bradford Hill (1971). OEHHA has relied on these and on recommendations by IARC (2006), the Institute of Medicine (2004), the Surgeon General's Reports on Smoking (U.S. DHHS, 2004) and standard epidemiologic texts (*e.g.* Lilienfeld and Lilienfeld, 1980; Rothman and Greenland, 1998). The criteria for determination of causality used by OEHHA have been laid out in various risk assessment documents. The summary below is adapted from the Health Effects section of the document prepared to support the identification of environmental tobacco smoke (ETS) as a Toxic Air Contaminant (OEHHA, 2005b).

1. *Strength of Association.* A statistically significant strong association, which is easier to detect if there is a high relative risk, between a factor and a disease is often viewed as an important criterion for inferring causality because, all other things being equal, a strong and statistically significant association makes alternative explanations for the disease less likely. However, as discussed in Rothman and Greenland (1998), the fact that a relative risk is small in magnitude does not exclude a casual association between the risk factor

and the outcome in question. Since it is more difficult to detect (i.e., reach statistical significance) a small magnitude risk, ~~they are~~it is just as likely to ~~be causal~~indicate causality as a larger magnitude risks.

When assessing all evidence, it is important to consider the strength of the study design (particularly controlling for confounding variables, obtaining an unbiased sample, measurement error) and the level of statistical significance (i.e., the ability to exclude a Type I [false positive] error). The power of the study to detect biologically meaningful effects (i.e., the risk of a Type II [false negative] error) is important in considering studies that do not reach traditional (i.e., P<.05) statistical significance, particularly if the biological endpoint is serious. If the outcome is serious and the study small (i.e., low power), a larger P value (e.g., P<.10) may be adequate evidence for identifying an effect.

There are a number of examples of statistically significant, small magnitude associations that are widely accepted as causal, such as causal links between air pollution and cardiovascular/pulmonary mortality and between second-hand smoke exposure and various cancers and heart disease. From a public health perspective, even a small magnitude increase in risk for a common disease can mean large numbers of people affected by the health outcome when exposure is frequent and widespread, as measured by the population attributable risk or attributable fraction. Small magnitude of association must not be confused with statistical significance, which is much more important.

2. *Consistency of Association.* If several investigations find an association between a factor and a disease across a range of populations, geographic locations, times, and under different circumstances, then the factor is more likely to be causal. Consistency argues against hypotheses that the association is caused by some other factor(s) that varies across studies. Unmeasured confounding is an unlikely explanation when the effect is observed consistently across a number of studies in different populations.

   Associations that are replicated in several studies of the same design or using different epidemiological approaches or considering different sources of exposure and in a number of geographical regions are more likely to represent a causal relationship than isolated observations from single studies (IARC, 2006). If there are inconsistent results among investigations, possible reasons are sought, such as adequacy of sample size or control group, methods used to assess exposure, or range in levels of exposure. The results of studies judged to be rigorous are emphasized over those of studies judged to be methodologically less rigorous. For example, studies with the best exposure assessment are more informative for assessing the association between ETS and breast cancer than studies with limited exposure assessment, all else being equal.

3. *Temporality.* Temporality means that the factor associated with causing the disease occurs in time prior to development of the disease. The adverse health effect should occur at a time following exposure that is consistent with the nature of the effect. For example, respiratory irritation immediately following exposure to an irritant vapor is temporally consistent, whereas ~~effects~~ irritation noted only years later may not be. On the other hand, tumors, noted immediately following exposure, might be temporally

inconsistent with a causal relationship, but tumors arising after a latency period of months (in rodents) or years (in rodents or humans) would be temporally consistent.

4. *Coherence and Biological Plausibility.* A causal interpretation cannot conflict with what is known about the biology of the disease. The availability of experimental data or mechanistic theories consistent with epidemiological observations strengthens conclusions of causation. For example, the presence of known carcinogens in tobacco smoke supports the concept that exposure to tobacco smoke could cause increased cancer risk. Similarly, if the mechanism of action for a toxicant is consistent with development of a specific disease, then coherence and biological plausibility can be invoked. It should be noted that our understanding of the biology of disease, and therefore biological plausibility, changes in light of new information which is constantly emerging from molecular biology (including epigenetics), and from new clinical and epidemiological investigations revealing effects influenced by genetic polymorphisms, pre-existing disease, and so forth.

5. *Dose-Response.* A basic tenet of toxicology is that increasing exposure or dose generally increases the response to the toxicant. While dose-response curves vary in shape and are not necessarily always monotonic, an increased gradient of response with increased exposure makes it difficult to argue that the factor is not associated with the disease. To argue otherwise necessitates that an unknown factor varies consistently with the dose of the substance and the response under question. While increased risk with increasing levels of exposure is considered to be a strong indication of causality, absence of a graded response does not exclude a causal relationship (IARC, 2006).

   The dose-response curves for specific toxic effects may be non-monotonic. Under appropriate circumstances, where the dose response shows saturation, the effect of exposures could be nearly maximal, with any additional exposure having little or no effect. In some instances, a response is seen strongly in susceptible subpopulations, and the dose-response is masked by mixing susceptible and non-susceptible individuals in a sample. Further, there are examples of U-shaped or inverted U-shaped dose-response curves, (e.g., for endocrine disrupters) (Almstrup et al., 2002; Lehmann et al., 2004). Finally, timing of exposure during development may mask an overall increase in risk with increasing dose.

6. *Specificity.* Specificity is generally interpreted to mean that a single cause is associated with a single effect. It may be useful for determining which microorganism is responsible for a particular disease, or associating a single carcinogenic chemical with a rare and characteristic tumor (e.g., liver angiosarcoma and vinyl chloride, or mesothelioma and asbestos). However, the concept of specificity is not helpful when studying diseases that are multifactorial, or toxic substances that contain a number of individual constituents, each of which may have several effects and/or target sites.

7. *Experimental evidence.* While experiments are often conducted over a short period of time or under artificial conditions (compared to real-life exposures), experiments offer the opportunity to collect data under highly controlled conditions that allow strong causal conclusions to be drawn. Experimental data that are consistent with epidemiological

results strongly support conclusions of causality. There are also "natural experiments" that can be studied with epidemiological methods, such as when exposure of a human population to a substance declines or ceases; if the effect attributed to that exposure decreases, then there is evidence of causality. One example of this is the drop in heart disease death and lung cancer risk after smoking cessation.

It should be noted that the causal criteria are guidelines for judging whether a causal association exists between a factor and a disease, rather than hard-and-fast rules. Lilienfeld and Lilienfeld (1980) note that "*In medicine and public health, it would appear reasonable to adopt a pragmatic concept of causality. A causal relationship would be recognized to exist whenever evidence indicates that the factors form part of the complex of circumstances that increases the probability of the occurrence of disease and that a diminution of one or more of these factors decreases the frequency of that disease. After all, the reason for determining the etiological factors of a disease is to apply this knowledge to prevent the disease.*" Rothman and Greenland (2005) discuss the complexities of causation and the use of rules and deductive methods in causal inference. They also concur with Bradford Hill and others that a determination of causality is a pragmatic conclusion rather than an absolute verdict, and advocate that these criteria should be seen as "*deductive tests of causal hypotheses*".

Data sources

Human studies: epidemiology, ecological studies and case reports

The aim of a risk assessment for the California Air Toxics programs is to determine potential impact on human health. Ideally therefore, the hazard identification would rely on studies in humans to demonstrate the nature and extent of the hazard. However, apart from clinical trials of drugs, experimental studies of toxic effects in human subjects are rarely undertaken or justifiable. Pharmacokinetic studies using doses below the threshold for any toxic effect have been undertaken for various environmental and occupational agents, but are not usually regarded as appropriate for suspected carcinogens.

The human data on carcinogens available to the risk assessor therefore mostly consist of epidemiological studies of existing occupational or environmental exposures. It is easier to draw reliable inferences in situations where both the exposures and the population are substantial and well-defined, and accessible to direct measurement rather than recall. Thus, many important findings of carcinogenicity to humans are based on analysis of occupational exposures. Problems in interpretation of occupational epidemiological data include simultaneous exposure to several different known or suspected carcinogens, imprecise quantification of exposures and confounding exposures such as active or passive tobacco smoking. The historical database of occupational data has a bias towards healthy white adult males. Thus, the hazard analysis of these studies may not accurately characterize effects on women, infants, children or the elderly, or on members of minority ethnic groups. Nevertheless, the analysis of occupational epidemiological studies, including meta-analyses, has proved an important source for unequivocal identification of human carcinogens.

Epidemiological evidence may also be obtained where a substantial segment of a general population is exposed to the material of interest in air, drinking water or food sources. Rigorous

cohort and case-control studies may sometimes be possible, in which exposed individuals are identified, their exposure and morbidity or mortality evaluated, and compared to less exposed but otherwise similar controls. More often at least the initial investigation is a cross-sectional study, where prevalence of exposures and outcomes is compared in relatively unexposed and exposed populations. Such studies are hypothesis-generating, but are important sources of information nevertheless, and can often also justify more costly and labor-intensive follow-up cohort and/or case-control studies.

The clinical medical literature contains many case reports where a particular health outcome is reported along with unusual exposures that might have contributed to its occurrence. These reports typically describe a single patient or a small group, and have no statistical significance. They are nevertheless useful as indications of possible associations that deserve follow-up using epidemiological methods, and as supporting evidence, addressing the plausibility of associations measured in larger studies.

Animal studies

Although the observation of human disease in an exposed population can provide definitive hazard identification, adequate data of this type are not always available. More often, risk estimates have to be based on studies in experimental animals, and extrapolation of these results to predict human toxicity. The animals used are mostly rodents, typically the common laboratory strains of rat and mouse.

Rats and mice have many similarities to humans. Physiology and biochemistry are similar for all mammals, especially at the fundamental levels of xenobiotic metabolism, DNA replication and DNA repair that are of concern in identifying carcinogens. However, there are also several important differences between rodents and humans. Rodents, with a short life span, have differences in cell growth regulation compared to longer-lived species such as the human. For instance, whereas laboratory investigations have suggested that mutations in two regulatory genes (*e.g.* H-ras and p-53) are sometimes sufficient to convert a rodent cell to a tumorigenic state, many human cancers observed clinically have seven or eight such mutations. In addition, cultured normal human cells have a very stable karyotype, whereas cultured rodent cells facilely undergo tetraploidization and then aneuploidization in cell culture. Further, cultured human cells senesce and rarely undergo spontaneous immortalization (frequency is 10^{-7} or less), whereas cultured rodent cells facilely undergo immortalization at frequencies on the order of 10^{-3}. The use of genomics to study chemical carcinogenesis is relatively new, but the differences at present appear to be a matter of degree rather than kind.

Differences in regulation of cell division are another likely reason for variation between species in the site of action of a carcinogen, or its potency at a particular site. A finding of carcinogenesis in the mouse liver, for instance, is a reasonably good indicator of potential for carcinogenesis at some site in the human, but not usually in human liver (Huff, 1999). The mouse liver (and to a lesser extent that of the rat) is a common site of spontaneous tumors. It is also relatively sensitive to chemical carcinogenesis. The human liver is apparently more resistant to carcinogenesis; human liver tumors are unusual except when associated with additional predisposing disease, such as hepatitis B or alcoholic cirrhosis, or exposure to aflatoxin B1, or simultaneous exposure to hepatitis B virus and aflatoxin B1. Conversely, other

tumor sites are more sensitive in the human than in experimental animals. Interspecies variation in site and sensitivity to carcinogenesis may also arise from differences in pharmacokinetics and metabolism, especially for carcinogens where metabolic activation or detoxification is important. This variability may cause important differences in sensitivity between individuals in a diverse population such as humans. Variability between individuals in both susceptibility and pharmacokinetics or metabolism is probably less in experimental animal strains that are bred for genetic homogeneity.

Animal carcinogenesis studies are often designed to maximize the chances of detecting a positive effect, and do not necessarily mimic realistic human exposure scenarios. Thus extrapolation from an experimentally accessible route to that of interest for a risk assessment may be necessary. Even for studies by realistic routes such as oral or inhalation, doses may be large compared to those commonly encountered in the environment, in order to counter the limitation in statistical power caused by the relatively small size of an animal experiment. Whereas the exposed population of an epidemiological study might number in the thousands, a typical animal study might have fifty individuals per exposure group. With this group size any phenomenon with an incidence of less than about 5% is likely to be undetectable. Statistically significant results may be obtained even with groups as small as ten animals per dose group, when incidence of a tumor that is rare in the controls approached 100% in a treated group. The consensus experimental design for animal carcinogenesis studies, which has evolved over the last 50 years of investigation, is represented by the protocol used by the U.S. National Toxicology Program (NTP) for studies using oral routes (diet, gavage or drinking water) or inhalation. These carcinogenesis bioassays usually involve both sexes of an experimental species, and most often two species. NTP has standardized the use of the C57BlxC3H F_1 hybrid mouse, and the Fischer 344 rat as the standard test species, although NTP has announced plans to substitute use of the Wistar Han rat for the Fisher 344 rat. There is now an extensive database of background tumor incidences, normal physiology, biochemistry, histology and anatomy for these strains, which aids in the interpretation of pathological changes observed in experiments. Nevertheless, there is enough variation in background rates of common tumors that the use of concurrent controls is essential for hazard identification or dose-response assessment. "Historical control" data are mainly used to reveal anomalous outcomes in the concurrent controls. The fact that a significantly elevated incidence of a tumor relative to the concurrent control group is within the range of historical controls at that site for the test sex and strain is not necessarily grounds for dismissing the biological significance of the finding.

Groups of fifty animals of each sex and species are used, with control groups, and several dose groups, the highest receiving the maximum tolerated dose (MTD). Recent study designs have emphasized the desirability of at least three dose levels covering a decade with "logarithmic" spacing (*i.e.* MTD, 1/2 MTD or 1/3 MTD, and 1/10 MTD). This extended design is aimed at providing better dose-response information, and may contribute important additional information, such as mechanistic insights, for the hazard identification phase.

Supporting evidence: genetic toxicity, mechanistic studies

Investigators have developed additional data sources that can support or modify the conclusions of animal carcinogenesis bioassays, and provide information on mechanisms of action of agents suspected of being carcinogenic based on epidemiological studies or animal bioassays.

Genetic damage in exposed organisms includes both gene mutations (point or frameshift), and larger scale effects such as deletions, gene amplification, sister-chromatid exchanges, translocations and loss or duplication of segments or whole chromosomes. These genetic effects of chemical exposures are deleterious in their own right. In addition, since carcinogenesis results from somatic mutations and similar genetic alterations, agents that cause genetic damage generally have carcinogenic potential. Conversely, many known carcinogens are also known to be genotoxic, although there is also a significant class of carcinogens that are not directly genotoxic according to the usual tests. These latter agents presumably work by some other mechanism, such as methylation of tumor suppressor genes or demethylation of cellular proto-oncogenes, although recent genetic studies have shown that even tumors induced by these agents may show mutations, deletions or amplification of growth regulatory genes.

Experimental procedures to demonstrate and measure genetic toxicity may involve exposure of intact animals, and examination of genetic changes in, for example, bone marrow cells (or cells descended from these e.g. the micronucleus test, which detects remnants of chromosomal fragments in immature erythrocytes), mutations in flies (*Drosophila)*, or appearance of color spots in the coat of mice. However, many tests have employed single celled organisms or mammalian cells in culture. The best known of these tests is the *Salmonella* reverse mutation assay, popularly known as the Ames test after its inventor. This is representative of a larger class of tests for mutagenic activity in prokaryotic organisms (bacteria), which necessarily only look at gene-level mutations. Similar tests in eukaryotic microorganisms (yeasts, *Aspergillus*) and cultured mammalian cells also detect chromosomal effects. Many tests using microorganisms *in vitro* involve addition of activating enzymes (*e.g.* liver postmitochondrial supernatant – "S9") to mimic the metabolism of promutagenic chemicals *in vivo*. Another type of test examines the induction in mammalian cells of morphological transformation or anchorage-independent growth. These two chemically induced, *in vitro* changes are considered two of the many changes that fibroblastic cells must undergo on their route to neoplastic transformation (tumorigenicity). These various genetic tests contribute different information, which may be used to amplify and confirm conclusions drawn from human studies or animal bioassays, or to draw conclusions in the absence of epidemiological or bioassay data. In the latter case they have also been used in prioritizing agents for further evaluation by means of bioassays.

Carcinogen Identification schemes

Some regulatory programs, such as California's Safe Drinking Water and Toxics Enforcement Act ("Proposition 65") and various activities of the U.S. EPA, require that explicit lists of substances having the potential to act as human carcinogens be maintained. Other such lists are developed by non-regulatory research organizations, such as the U.S. National Toxicology Program and the International Agency for Research on Cancer (IARC), an international program of the World Health Organization. The California air toxics programs do not have any statutory requirement to "identify" carcinogens. The requirement instead is to identify hazardous substances as Toxic Air Contaminants, and to determine whether or not a threshold concentration, below which no adverse effects are expected, is likely to exist:

HEALTH AND SAFETY CODE, Division 26 (Air Resources), § 39660.

(2) The evaluation shall also contain an estimate of the levels of exposure that may cause or contribute to adverse health effects. If it can be established that a threshold of adverse health effects exists, the estimate shall include both of the following factors:

(A) The exposure level below which no adverse health effects are anticipated.

(B) An ample margin of safety that accounts for the variable effects that heterogeneous human populations exposed to the substance under evaluation may experience, the uncertainties associated with the applicability of the data to human beings, and the completeness and quality of the information available on potential human exposure to the substance. In cases in which there is no threshold of significant adverse health effects, the office shall determine the range of risk to humans resulting from current or anticipated exposure to the substance.

In practice however this requirement amounts to the need to establish whether or not a substance is carcinogenic. Any such effects are clearly harmful. Whereas the great majority of non-cancer health effects of chemicals are regarded as having a threshold, the default assumption for carcinogens is that there is no threshold (as described below). OEHHA follows the guidelines laid out by IARC for identification and classification of potential human carcinogens, which are described in detail in the most recent revision of the *Preamble* to the IARC monographs series (IARC, 2006). The IARC Monograph series provides evaluations of the carcinogenicity of individual substances or commonly occurring mixtures. The evaluation guidelines used are similar to those used by other scientific or regulatory authorities, including U.S.EPA.

The data inputs to hazard identification for carcinogens are human epidemiological studies, animal bioassays, along with supporting evidence such as mechanistic and genotoxicity data and structure-activity comparisons. IARC also assembles data on the structure and identity of the agent. The list of agents considered includes specific chemicals and also complex mixtures, occupational and lifestyle factors, physical and biological agents, and other potentially carcinogenic exposures.

IARC evaluations determine the quality of evidence for both animal and human evidence as falling into one of four categories: sufficient evidence of carcinogenicity, limited evidence of carcinogenicity, inadequate evidence of carcinogenicity and evidence suggesting lack of carcinogenicity. Stringent requirements for data quality are imposed. In view of their crucial importance, these definitions are quoted directly from the *Preamble* (IARC 2006):

"(a) Carcinogenicity in humans

Sufficient evidence of carcinogenicity: The Working Group considers that a causal relationship has been established between exposure to the agent and human cancer. That is, a positive relationship has been observed between the exposure and cancer in studies in which chance, bias and confounding could be ruled out with reasonable confidence. A statement that there is *sufficient evidence* is followed by a separate sentence that identifies the target organ(s) or tissue(s) where an increased risk of cancer was observed in humans. Identification of a specific target organ or tissue does not preclude the possibility that the agent may cause cancer at other sites.

***Limited evidence of carcinogenicity*:** A positive association has been observed between exposure to the agent and cancer for which a causal interpretation is considered by the Working Group to be credible, but chance, bias or confounding could not be ruled out with reasonable confidence.

Inadequate evidence of carcinogenicity: The available studies are of insufficient quality, consistency or statistical power to permit a conclusion regarding the presence or absence of a causal association between exposure and cancer, or no data on cancer in humans are available.

Evidence suggesting lack of carcinogenicity: There are several adequate studies covering the full range of levels of exposure that humans are known to encounter, which are mutually consistent in not showing a positive association between exposure to the agent and any studied cancer at any observed level of exposure. The results from these studies alone or combined should have narrow confidence intervals with an upper limit close to the null value (e.g. a relative risk of 1.0). Bias and confounding should be ruled out with reasonable confidence, and the studies should have an adequate length of follow-up. A conclusion of *evidence suggesting lack of carcinogenicity* is inevitably limited to the cancer sites, conditions and levels of exposure, and length of observation covered by the available studies. In addition, the possibility of a very small risk at the levels of exposure studied can never be excluded.

(b) Carcinogenicity in experimental animals

Carcinogenicity in experimental animals can be evaluated using conventional bioassays, bioassays that employ genetically modified animals, and other in-vivo bioassays that focus on one or more of the critical stages of carcinogenesis. In the absence of data from conventional long-term bioassays or from assays with neoplasia as the end-point, consistently positive results in several models that address several stages in the multistage process of carcinogenesis should be considered in evaluating the degree of evidence of carcinogenicity in experimental animals.

The evidence relevant to carcinogenicity in experimental animals is classified into one of the following categories:

***Sufficient evidence of carcinogenicity*:** The Working Group considers that a causal relationship has been established between the agent and an increased incidence of malignant neoplasms or of an appropriate combination of benign and malignant neoplasms in (a) two or more species of animals or (b) two or more independent studies in one species carried out at different times or in different laboratories or under different protocols. An increased incidence of tumours in both sexes of a single species in a well-conducted study, ideally conducted under Good Laboratory Practices, can also provide *sufficient evidence*.

A single study in one species and sex might be considered to provide *sufficient evidence of carcinogenicity* when malignant neoplasms occur to an unusual degree with regard to incidence, site, type of tumour or age at onset, or when there are strong findings of tumours at multiple sites.

***Limited evidence of carcinogenicity*:** The data suggest a carcinogenic effect but are limited for making a definitive evaluation because, e.g. (a) the evidence of carcinogenicity is

restricted to a single experiment; (b) there are unresolved questions regarding the adequacy of the design, conduct or interpretation of the studies; (c) the agent increases the incidence only of benign neoplasms or lesions of uncertain neoplastic potential; or (d) the evidence of carcinogenicity is restricted to studies that demonstrate only promoting activity in a narrow range of tissues or organs.

***Inadequate evidence of carcinogenicity*:** The studies cannot be interpreted as showing either the presence or absence of a carcinogenic effect because of major qualitative or quantitative limitations, or no data on cancer in experimental animals are available.

***Evidence suggesting lack of carcinogenicity*:** Adequate studies involving at least two species are available which show that, within the limits of the tests used, the agent is not carcinogenic. A conclusion of *evidence suggesting lack of carcinogenicity* is inevitably limited to the species, tumour sites, age at exposure, and conditions and levels of exposure studied."

IARC utilizes the evaluations of animal and human data, along with supporting evidence including genotoxicity, structure-activity relationships, and identified mechanisms, to reach an overall evaluation of the potential for carcinogenicity in humans. The revised *Preamble* (IARC, 2006) includes a description of the data evaluation criteria for this supporting evidence, and indications as to the situations where the availability of supporting evidence may be used to modify the overall conclusion from that which would be reached on the basis of bioassay and/or epidemiological evidence alone. The overall evaluation is expressed as a numerical grouping, the categories of which are described below, as before by directly quoting IARC (2006):

"Group 1: The agent is *carcinogenic to humans*.

This category is used when there is *sufficient evidence of carcinogenicity* in humans. Exceptionally, an agent may be placed in this category when evidence of carcinogenicity in humans is less than *sufficient* but there is *sufficient evidence of carcinogenicity* in experimental animals and strong evidence in exposed humans that the agent acts through a relevant mechanism of carcinogenicity.

Group 2.

This category includes agents for which, at one extreme, the degree of evidence of carcinogenicity in humans is almost *sufficient*, as well as those for which, at the other extreme, there are no human data but for which there is evidence of carcinogenicity in experimental animals. Agents are assigned to either Group 2A (*probably carcinogenic to humans*) or Group 2B (*possibly carcinogenic to humans*) on the basis of epidemiological and experimental evidence of carcinogenicity and mechanistic and other relevant data. The terms *probably carcinogenic* and *possibly carcinogenic* have no quantitative significance and are used simply as descriptors of different levels of evidence of human carcinogenicity, with *probably carcinogenic* signifying a higher level of evidence than *possibly carcinogenic*.

Group 2A: The agent is *probably carcinogenic to humans*.

This category is used when there is *limited evidence of carcinogenicity* in humans and *sufficient evidence of carcinogenicity* in experimental animals. In some cases, an agent may be classified in this category when there is *inadequate evidence of carcinogenicity* in humans and *sufficient evidence of carcinogenicity* in experimental animals and strong evidence that the carcinogenesis is mediated by a mechanism that also operates in humans. Exceptionally, an agent may be classified in this category solely on the basis of *limited evidence of carcinogenicity* in humans. An agent may be assigned to this category if it clearly belongs, based on mechanistic considerations, to a class of agents for which one or more members have been classified in Group 1 or Group 2A.

Group 2B: The agent is *possibly carcinogenic to humans.*

This category is used for agents for which there is *limited evidence of carcinogenicity* in humans and less than *sufficient evidence of carcinogenicity* in experimental animals. It may also be used when there is *inadequate evidence of carcinogenicity* in humans but there is *sufficient evidence of carcinogenicity* in experimental animals. In some instances, an agent for which there is *inadequate evidence of carcinogenicity* in humans and less than *sufficient evidence of carcinogenicity* in experimental animals together with supporting evidence from mechanistic and other relevant data may be placed in this group. An agent may be classified in this category solely on the basis of strong evidence from mechanistic and other relevant data.

Group 3: The agent is *not classifiable as to its carcinogenicity to humans.*

This category is used most commonly for agents for which the evidence of carcinogenicity is *inadequate* in humans and *inadequate* or *limited* in experimental animals.

Exceptionally, agents for which the evidence of carcinogenicity is *inadequate* in humans but *sufficient* in experimental animals may be placed in this category when there is strong evidence that the mechanism of carcinogenicity in experimental animals does not operate in humans.

Agents that do not fall into any other group are also placed in this category.

An evaluation in Group 3 is not a determination of non-carcinogenicity or overall safety. It often means that further research is needed, especially when exposures are widespread or the cancer data are consistent with differing interpretations.

Group 4: The agent is *probably not carcinogenic to humans.*

This category is used for agents for which there is *evidence suggesting lack of carcinogenicity* in humans and in experimental animals. In some instances, agents for which there is *inadequate evidence of carcinogenicity* in humans but *evidence suggesting lack of carcinogenicity* in experimental animals, consistently and strongly supported by a broad range of mechanistic and other relevant data, may be classified in this group."

The IARC hazard evaluation system provides a detailed and generally accepted scheme to classify the strength of evidence as to the possible human carcinogenicity of chemicals and other agents. This includes careful consideration of mechanistic data and other supporting evidence, the evaluation of which is also important to inform selection of models or defaults used in dose response assessment, as is described below. The extended consideration of supporting evidence is in fact the primary difference between more recent versions of the guidance from IARC, and also by other organizations including U.S. EPA, and the original versions of that guidance. In fact, the basic criteria for hazard identification based on bioassay and epidemiological data have not changed substantially in other respects from earlier guidance documents, including that originally published by California (DHS, 1985). Although as noted earlier the California Air Toxics programs do not categorize identified carcinogens, it has generally been the practice to regard any agent with an IARC overall classification in Group 1 or Group 2 as a known or potential human carcinogen. This implies the selection of various policy-based default options, including absence of a threshold in the dose-response curve, unless specific data are available to indicate otherwise. The same basic identification criteria are used by OEHHA scientific staff to determine the appropriate treatment of agents not evaluated by IARC, or for which newer data or revised interpretations suggest that an earlier IARC determination is no longer appropriate.

U.S. EPA has also proposed a scheme for carcinogen hazard identification and strength of evidence classification in their recently finalized Guidelines for Carcinogen Risk Assessment (U.S. EPA, 2005). These principally differ from the IARC guidance in recommending a more extensive narrative description rather than simply a numerical identifier for the identified level of evidence, and also to some degree in the weight accorded to various types of supporting evidence. However, for most purposes they may be regarded as broadly equivalent to the scheme used by IARC, and OEHHA has chosen to cite the IARC (2006) *Preamble* as representing the most up-to-date and generally accepted guidance on this issue.

Dose Response Assessment

The dose-response phase of a cancer risk assessment aims to characterize the relationship between an applied dose of a carcinogen and the risk of tumor appearance in a human. This is usually expressed as a cancer slope factor [“potency” – in units of reciprocal dose - usually $(\text{mg/kg-body weight.day})^{-1}$ or “unit risk” – reciprocal air concentration – usually $(\mu g/m^3)^{-1}$] for the lifetime tumor risk associated with lifetime continuous exposure to the carcinogen at low doses. Cancer potency factors may also be referred to as “cancer slope factors”. (As will be described later, additional algorithms may need to be applied to determine risk for specific age groups, or at higher doses where toxicokinetic factors have significant effect.) The basic methodologies recommended in this document are similar to those described by U.S. EPA (2005a) in their Carcinogen Risk Assessment Guidelines. This document therefore refers to U.S. EPA (2005a) for explanation of detailed procedures, and will provide only a brief summary except in cases where OEHHA recommendations are different from or more explicit than those of U.S. EPA.

The following descriptions of methods for dose response assessment, and considerations in their application, apply in principle to the analysis of both animal and human (epidemiological) cancer incidence data. Indeed, the original formulation of the multistage model (Armitage and Doll, 1954) described below was developed based on human cancer incidence. Nevertheless, the

number and quality of human cancer incidence datasets is limited. The more complex analyses have usually only been possible for animal experimental data, where the interindividual variability and the exposure conditions can be both measured and controlled. Most commonly, epidemiological studies have necessarily used a form of multivariate analysis to separate the effects of several different variables relating to exposure, demographics and behaviors (e.g. smoking). In these analyses it is usually assumed that the effect measure(s) vary linearly with the exposure: any more complex variance assumptions might exceed the power of the data to determine the required model parameters. However, there are exceptions, especially for occupational studies where the critical exposure is measured as a continuous variable (rather than just categorical) and where the effect of this exposure is substantial relative to other confounding factors. For example, OEHHA (1998) used a multistage model dealing with both exposure intensity and duration in the analysis of cancer incidence in railroad workers exposure to diesel exhaust (Garshick et al., 1988)

Interspecies Extrapolation

The procedures used to extrapolate low-dose human cancer risk from epidemiological or animal carcinogenicity data are generally health-protective in that they determine an upper confidence bound on the risk experienced by an exposed population. As statistical estimates they cannot be regarded as definite predictions of the risk faced by any one specific individual, who might for a variety of reasons, including individual exposure and susceptibility, experience a risk different from the estimate. The risk assessment procedures used aim to include the majority of variability in the general human population within the confidence bound of the estimate, although the possibility that some individuals might experience either lower or even no risk, or a considerably higher risk, cannot be excluded. Additionally, differences may exist between the characteristics of the general public and those of studied populations. For example, healthy workers, the subject of most epidemiological studies, are often found to have lower rates of morbidity and mortality than the general population (Wen et al., 1983; Monson, 1986; Rothman and Greenland, 1998). Most human data are derived from studies of largely male adult workers and risk estimates cannot take into account specific physiological factors of women, children, and older populations that may affect the potency of a carcinogen, including early age-at-exposure.

Dose-response assessment based on environmental epidemiological studies may involve evaluation of health impacts at exposure levels within the range of those measured in the study population. However, more usually the source data are studies of occupationally exposed humans or of animals, in which case the exposures in the study are likely to be much higher than those of concern for risk assessments relating to community or ambient exposures. Further, even when extrapolation from animal species to humans is not required, the general population to which the URF is applied may differ in characteristics relative to the occupational population studied. It is therefore necessary to extrapolate from the available data to the population and exposure range of concern, which is done by using a dose-response model derived from the source data. The models used fall into three main classes; mechanistically based models, empirical models and (where data are lacking to support a true data-based model) default assumptions. The factors affecting the dose-response relationships for carcinogenesis may also be divided into those relating to absorption, distribution, metabolism and excretion on the one hand (*i.e.* toxicokinetics), and those relating to the underlying dose-response characteristics of carcinogenesis at the tissue or cellular level (*i.e.* toxicodynamics). In this sense the problem of

dose response assessment for carcinogens is similar to that for non-cancer toxic effects. The toxicokinetic models used may in fact be similar for both situations, but the toxicodynamic models are generally different.

Intraspecies Extrapolation and Inter-individual Variability

In estimating the impact of a particular level of exposure to a carcinogen on a target human population, it is necessary to consider the range of susceptibility in the target population. In the present case this is typically defined as the general population of the State of California, including of course women (some of whom are pregnant), infants and children, the elderly, the sick, and those with genetic polymorphisms or acquired differences which affect their susceptibility to carcinogens. In general it has been assumed that the upper-bound risk estimates obtained from the standard toxicodynamic models described below are sufficiently health-protective to cover the intrinsic variability of the adult human target population, in spite of the fact that these models do not explicitly address this type of variability, except in the few cases where an estimate is based on epidemiological data from a large and unselected study group (U.S. EPA, 2005a). However, various analyses (Drew et al., 1983; Barton et al., 2005; Appendix J) have suggested that this assumption is inadequate to cover the expected variability within a human population that includes infants and children. Accordingly both U.S. EPA (2005b) and this document ~~(page 30 *et seq.*)~~ now offer guidance on the use of age-specific adjustment factors to allow for the potentially greater sensitivity of infants and children to chemical carcinogenesis.

The ability to accommodate human variability with regard to the toxicokinetic factors affecting susceptibility to carcinogens varies with the level of detail used in the particular assessment. If the generic interspecies extrapolation approach based on body weight is used without any explicit toxicokinetic model then the assumption is made, as in the case of toxicodynamic variability, that the overall health-protective assumptions made are sufficient to cover the toxicokinetic variability. On the other hand if explicit models such as those referenced in the following paragraph are used, this variability may be more explicitly accommodated by using parameter values which are taken as point estimates from measured distributions of population values, or by using Monte Carlo techniques to include those distributions in the model (Bois et al., 1996; OEHHA, 1992; 2001b).

Toxicokinetic Models

Considerable literature exists showing the importance of understanding the toxicokinetics of carcinogens in understanding their mechanism of action, sites of impact and dose-response relationships. U.S. EPA (2005) in Section 3.1 refers to the importance of identifying an appropriate dose metric for the dose-response analysis. Early cancer risk assessments typically used applied dose as the dose metric, which is adequate in simple cases provided appropriate correction factors are applied for interspecies extrapolation. However, it is often observed that the uptake, metabolism and elimination of the carcinogenic substance (and/or a procarcinogen and metabolites) is non-linear, especially at the higher doses employed in experimental animal studies (Hoel *et al.*, 1983, Gaylor *et al.*, 1994). Extrapolation to lower doses where such relationships tend to linearity (Hattis, 1990) is aided by the use of toxicokinetic models. These may be relatively simple compartment models, or sophisticated "physiologically based pharmacokinetic (PBPK) models" which to a greater or lesser degree model the actual

biochemical and physiological events of toxicokinetic importance. Applications of both types of model may be found in various risk assessment documents prepared for the Toxic Air Contaminants program (and other OEHHA risk assessments). Since the details vary widely according to the nature of the chemical and the availability of appropriate kinetic data these general guidelines will defer to those examples rather than attempt a fuller exposition here. Further analysis of the use of toxicokinetic modeling in extrapolation from animals to humans, and in accounting for interindividual variability among adult humans, infants and children is presented in the Air Toxics Hot Spots *Technical Support Document for the Derivation of Noncancer Reference Exposure Levels* (OEHHA, ~~2007: Public Review Draft~~2008). Although this refers to the use of toxicokinetic modeling in non-cancer risk assessment, the primary considerations are similar for cancer risk assessment.

Toxicodynamic Models

An early use of mechanistic analysis to support risk assessment was the development of the Armitage-Doll multistage model of dose-response for carcinogenesis. The multistage model was initially developed on theoretical grounds, and by examination of epidemiological and animal data on time to tumor incidence. Subsequent discovery of the molecular biology of proto-oncogenes has provided a basis for explaining the model in terms of actual biological events and systems (Barrett and Wiseman, 1987). This model was developed by Crump and others into the "linearized multistage model", which has been extensively used for carcinogen risk assessment. It leads to a number of partially verifiable predictions, including linearity of the dose-response relationship at low doses, which is observed for many genotoxic carcinogens. It also predicts the form of the dose-response relationship at higher doses, which generally follow a polynomial form (subject to sampling and background corrections) except where other identifiable factors such as pharmacokinetics intervene.

It has been argued that the simple linearized form of the multistage model has limitations as a description of carcinogenic mechanisms, which detract from its usefulness and generality. Cell proliferation is known to be important in the progression of cancer. It may actually be the primary mechanism of action for a few carcinogens, as opposed to the direct modification of DNA by the carcinogen or a metabolite which is assumed to cause the mutational event at each stage in the original multistage description. A cell proliferation model has been developed (Moolgavkar and Knudson, 1981), which retains the concept of an initiating mutational event (in most cases caused by interaction of the chemical with DNA, although it could also be a spontaneous mutation) as in the original multistage model, but also considers proliferation, death or terminal differentiation of both normal and initiated cells. This model is thought to better describe the biological events in carcinogenesis. However, it has not been used extensively in risk assessment because it requires many parameters that are difficult to define and measure (such as proliferation and death rates for various classes of cell). If these cannot be accurately determined, the model has too many free parameters and is not helpful in defining extrapolated values for risk assessment purposes. This highlights a general problem in using mechanistic models in carcinogen risk assessment, which is that the carcinogenesis data themselves are generally insufficient to define fully the dose response curve shape at low doses or provide much mechanistic information. The analysis is therefore supplemented with policy-based assumptions (such as the expectation of linearity at low doses) and, wherever possible, additional

experimental measurements relating to the mechanism of action, in order to make meaningful prediction of risk from environmental exposures to humans.

Because of the difficulties in validating simplified mechanistic models such as the basic multistage model, and the additional difficulty of parameter estimation with more complex mechanistic models, the new U.S. EPA guidelines (U.S. EPA, 2005a) and some recent California risk assessments have chosen instead to use a less overtly mechanistic approach. This approach combines benchmark dose methodology (described below) with an explicit choice of the method for low-dose extrapolation, either assuming low-dose linearity or, for certain carcinogens where data indicate that this is appropriate, a "margin of exposure" or safety/uncertainty factor based approach. This benchmark method is now normally recommended for carcinogen dose response analysis, and the results generally differ little from those derived by the linearized multistage model. Although the linearized multistage method is no longer recommended as the default approach for cancer potency estimation it remains a plausible alternative in many cases, and still has useful applications, such as for time-to-tumor analyses for which benchmark methods are not yet widely available. Additionally, a considerable number of existing cancer potencies in Appendices A and B, and used in the Air Toxics Hot Spots program were derived by this method. Many of these would not be significantly different if calculated by the benchmark approach, and are unlikely to be replaced soon by newly calculated values. The linearized multistage method will therefore also be briefly described here.

Benchmark dose methodologies

The use of benchmark dose methodology has been explored by various investigators [including Gaylor et al. (1998); van Landingham et al. (2001) and Crump (1984, 1995, 2002)] as a tool for dose response extrapolation. This has been recommended in regulatory guidelines for both carcinogenic (U.S. EPA, 2005a) and non-carcinogenic (U.S. EPA, 1995) endpoints. The basic approach is to fit an arbitrary function to the observed incidence data, and to select a "point of departure" (POD) (benchmark dose) *within the range of the observed data.* From this a low dose risk estimate or assumed safe level may be obtained by extrapolation, using an assumed function (usually linear) or by application of uncertainty factors. The critical issue here is that no assumptions are made about the nature of the underlying process in fitting the data. The assumptions about the shape of the dose response curve (linear, threshold, etc.) are explicitly confined to the second step of the estimation process, and are chosen on the basis of policy, mechanistic evidence or other supporting considerations. The benchmark chosen is a point at the low end of the observable dose-response curve. Usually a dose at which the incidence of the tumor is 10% is chosen for animal studies, although lower effect levels may be appropriate for large epidemiological data sets. Because real experimental data include variability in the response of individual subjects, and measurement errors, likelihood methodology is applied in fitting the data. A lower confidence bound (usually 95%) of the effective dose (LED_{10}), rather than its maximum likelihood estimate (MLE), is used as the point of departure. This properly reflects the uncertainty in the estimate, taking a cautious interpretation of highly variable or error-prone data. It also reflects the instability of MLE values from complex curve-fitting routines, which has been recognized as a problem also with the linearized multistage model.

For cancer dose-response estimation using the benchmark dose method, either animal bioassay data or epidemiological data provide a suitable basis. In the absence of a pharmacokinetic model

(which could provide tissue-specific dose metrics), the potency would ordinarily be based on the time-weighted average exposure during the exposure or dosing period. The model used to fit the data can be chosen from a range of available alternative quantal models, depending on which provides the best fit to the data in the observable range. In practice, the multistage polynomial fit developed for the linearized multistage model works well for most tumor data sets. Here it is being used merely as a mathematical curve-fitting tool, where the model well fits the data set, without making assumptions about its validity as a biological model of carcinogenesis.

Suitable polynomial fits and estimates of the benchmark may be obtained using U.S. EPA's BMDS software. The benchmark often used is the 95% lower confidence bound on the dose producing 10% tumor incidence. However, if data are available which include a significant dose-response at less than 10% tumor incidence, then that lower benchmark should be used (e.g. LED_{05} or LED_{01}). Other software such as Tox_Risk, which was used for the linearized multistage model, has been used successfully, although the earlier GLOBAL program and its relatives are less suitable as curve-fitting tools for benchmark dose analysis.

Since it is usually assumed in cancer risk estimation that the low-dose response relationship is linear, risk estimates and a potency value (slope factor) may be obtained by linear extrapolation from an appropriate benchmark dose. The potency is the slope of that line ($0.1/LED_{10}$). The low dose linearity assumption is a general default for any carcinogen, and it is unlikely to be altered for genotoxic carcinogens.

A calculation using the benchmark dose approach (using a polynomial model with exponents restricted to zero or positive values), and linear extrapolation from the LED_{10} to obtain a potency estimate is shown in Figure 1 (the figure was generated by the U.S. EPA's BMDS program). This is based on tumor incidence data from an actual experiment with vinyl bromide in rats (Benya *et al.*, 1982), with metabolized dose calculated by means of a pharmacokinetic model (Salmon *et al.,* 1992). The value of q_1* obtained by this calculation would then be corrected for the duration of the experiment if it had lasted for less than the standard rat lifetime, and for bodyweight and route-specific pharmacokinetic factors as described below. This is in addition to the correction for exposure duration that would be necessary if the study had not lasted for 105 weeks, and the interspecies correction, both of which are described below.

Figure 1. Benchmark dose calculation for tumor data in rats exposed to vinyl bromide

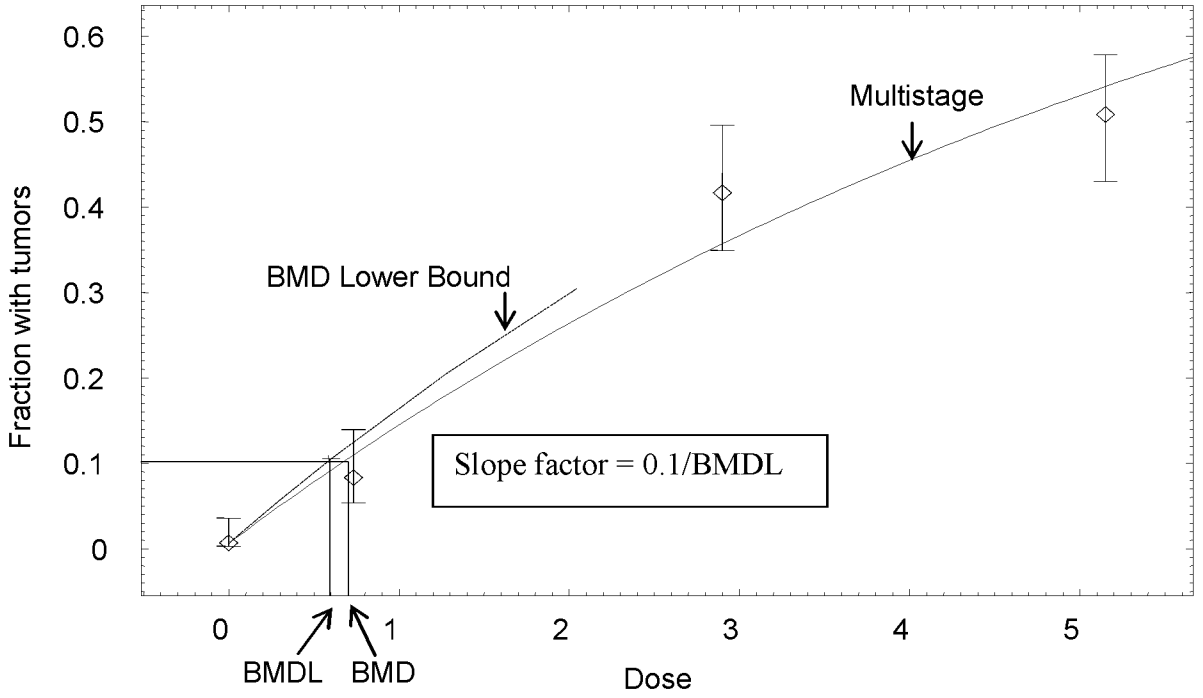

From Salmon *et al.* (1992), based on data from Benya *et al.* (1982)

Linearized Multistage Model

Quantal analyses

A "multistage" polynomial (U.S. EPA, 1986, 2005a; Anderson *et al.*, 1983), based on the mechanistic insights of the original Armitage and Doll model of cancer induction and progression, has been used extensively by U.S. EPA, OEHHA and other risk assessors to model the dose response for lifetime risk of cancer. It usually is used for analysis of animal bioassay data, although related approaches have occasionally been used with epidemiological data. In mathematical terms, the probability of dying with a tumor (P) induced by an average daily dose (d) is:

$$P(d) = 1 - \exp[-(q_0 + q_1 d + q_2 d^2 + \ldots + q_j d^j)]$$

with constraints

$$q_i \geq 0 \text{ for all i.}$$

Equivalently, $A(d) = 1 - \exp[-(q_1 d + q_2 d^2 + \cdots + q_k d^k)]$,

where $A(d) = \dfrac{P(d) - P(0)}{1 - P(0)}$ is the extra risk over background at dose d.

The q_i model parameters are constants that can be estimated by fitting the polynomial to the data from the bioassay, *i.e.* the number of tumor bearing animals (as a fraction of the total at risk) at each dose level, including the controls. The fit is optimized using likelihood methodology, assuming that the deviations from expected values follow a χ^2 distribution, with the number of degrees of freedom (and hence the maximum number of terms allowed in the polynomial) determined by the number of points in the data set. All the coefficients of the terms are constrained to be zero or positive, so the curve is required to be straight or upward curving, with no maxima, minima or other points of inflection. In addition to the maximum likelihood estimates of the parameters, the upper 95% confidence ~~bounds~~ limits on these parameters are calculated.

The parameter q_0 represents the background lifetime incidence of the tumor. The 95% upper confidence limit of the slope factor q_1~~, or more usually its upper bound~~ (q_1^*), is termed the cancer potency. The maximum likelihood estimate (MLE) of q_1 is not usually regarded as a reliable estimate for several reasons. First, it fails to reflect the uncertainty and variability in the data which affect the value of the estimate. This is an important issue for protection of public health, which is emphasized by current regulatory guidelines. Secondly, due to the variable order of the polynomial and the effect of some terms being zero as opposed to having a small but finite value, the MLE is unstable, and may show large and unpredictable changes in response to very slight changes in the input data. It may also erratically have a zero value, even when the data imply a significant positive dose-response relationship. The MLE is not a measure of central tendency for this estimate distribution (which is always asymmetrical and often multi-peaked). For small doses, the cancer potency is the ratio of excess lifetime cancer risk to the average daily dose received. Details of the estimation procedure are given in Crump (1981) and Crump, Guess, and Deal (1977). Several software programs are available to perform the necessary calculations, including U.S. EPA's BMDS, Tox_Risk and the earlier GLOBAL programs by Crump and colleagues, and Mstage, written by Crouch (1987).

When dose is expressed in units of mg/kg-d, the potency is given in units of $(\text{mg/kg-d})^{-1}$. Likewise, when the model input is in units of concentration ($\mu g/m^3$, ppb), the potency is given in units of $\mu g/m^3)^{-1}$ pr $(\text{ppb})^{-1}$. As in the case of potencies obtained by the benchmark approach, the experiment-based potency value needs to be corrected for less-than lifetime or intermittent exposure, and extrapolated from the test species to humans. Risk calculations using potency value estimated using the linearized multistage model predict the cancer risk at low doses only, with the higher order terms of the fitted polynomial being ignored since their contribution is negligible at low doses.

Selection of Site and Tumor Type

In developing cancer potency estimates from animal data, standard practice has been to use dose-response data for the most sensitive tumor site as the basis of the estimate (CDHS, 1985). Where tumors of more than one histological type (e.g. adenomas and carcinomas) are observed at a single site, the combined incidence, i.e. proportion of animals affected with at least one tumor of

any of the relevant types, is used for dose-response assessment. The same rules for combining tumor types are generally applied in determining statistical significance for carcinogen identification (IARC, 2006). Tumor types considered to represent different stages of progression following initiation of a common original normal cell type are combined, whereas tumor types having different cellular origins are generally not combined by this procedure. Other considerations that may influence choice of site for dose response estimation include the quality of the data (especially, the statistical impact of a high or variable rate of a particular tumor type and site in control animals), and biological relevance to humans. However, it is an important principle that, just as for the hazard identification phase, concordance of site or tumor type between animal models and human health effects may occur but is not assumed or required.

Carcinogens inducing tumors at multiple sites

For most carcinogens, the selection of the most sensitive site in the animal studies is recognized as providing a risk estimate which is appropriate to protect human health. However, for chemicals that induce tumors at multiple sites, the single-site approach may underestimate the true carcinogenic potential. For example, the overall assessment of cancer risk from cigarette smoking (U.S. DHHS, 1982) or ionizing radiation (NRC, 1990) is not based on risk at one site, such as lung cancer. Instead, total cancer risk is estimated from all the sites at which agent-induced tumors are observed (lung, bladder, leukemia, etc), combined.

For carcinogens that induce tumors at multiple sites and/or with different cell types in a particular species and sex, OEHHA derives the animal cancer potency by probabilistically summing the potencies from the different sites and/or cell types. Using the combined potency distribution takes into account the multisite tumorigenicity and provides a basis for estimating the cumulative risk of all treatment-related tumors.

The linear term (q_1) of either the multistage model or the multistage-in-dose, Weibull-in-time model is first estimated based on the dose-response data for each of the treatment-related tumor sites. Statistical distributions, rather than point estimates, are generated at each site by tracing the profile likelihood of the linear term (q_1) (Zeise et al., 1991). The distributions of q_1 for each of the treatment-related sites are then statistically summed using a Monte Carlo approach and assuming independence (Figure 2). The sum is created by adding the linear term for each tumor site, according to its distribution, through random sampling. The upper 95 percent confidence limit on the summed distribution is taken as the multisite animal cancer potency estimate (McDonald et al., 2003, McDonald and Komulainen, 2005).

OEHHA has applied this approach in several recent dose-response analyses, including that for naphthalene presented in Appendix B of this document.

Figure 2. Addition of potency distributions for multi-site cancer potency derivations.

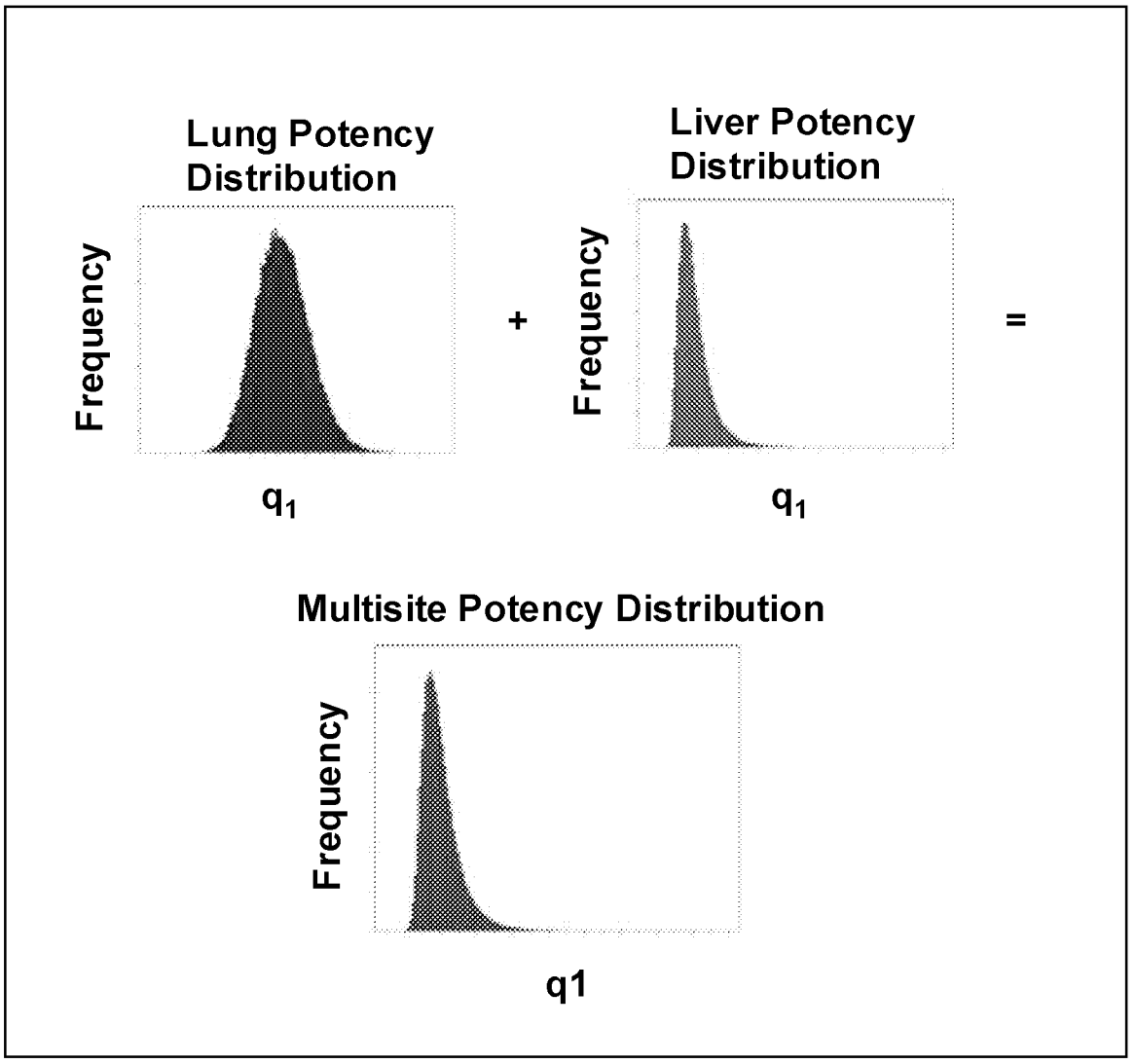

Early-Lifestage Cancer Potency Adjustments

In recent years, there have been growing concerns regarding the exposure of children to environmental chemicals, including the possibility that they may be more susceptible than adults to injury caused by those chemicals. The California Legislature passed the Children's Environmental Health Protection Act (Senate Bill 25, Escutia; Chapter 731, Statutes of 1999; "SB 25") to help address these concerns. Under SB25, OEHHA is mandated to consider infants and children specifically, where data permit, in evaluating the health effects of Toxic Air Contaminants (TACs).

The development of cancer is one of the adverse health effects that may occur in children as a result of exposure to environmental chemicals. The document "Prioritization of Toxic Air Contaminants under the Children's Environmental Health Protection Act" (OEHHA, 2001a) noted that risks of cancer from exposures to carcinogens occurring from conception through puberty can be different than those from exposures occurring in adulthood. Exposure to a carcinogen early in life may result in a greater lifetime risk of cancer for several reasons:

1. Cancer is a multistage process and the occurrence of the first stages in childhood increases the chance that the entire process will be completed, and a cancer produced, within an individual's lifetime.
2. Tissues undergoing rapid growth and development may be especially vulnerable to carcinogenic agents. During periods of increased cell proliferation there is rapid turnover of DNA, and more opportunity for misrepair of damage (e.g., DNA breaks, crosslinks, adducts) or alterations to result in permanent changes to the DNA (e.g., mutations, altered DNA methylation) that may ultimately lead to cancer.
3. During early development, a greater proportion of the body's cells are relatively undifferentiated stem cells, and as such represent a large target population of somatic cells capable of passing along permanent changes to the DNA during future cell divisions.
4. There may be greater sensitivity to hormonal carcinogens early in life since the development of many organ systems is under hormonal control (e.g., male and female reproductive systems, thyroid control of CNS development).
5. Other factors that may play a role in increased cancer risk from exposures during critical developmental periods include differences in immunological activity, intestinal absorption, biliary and kidney excretion, blood and fat distribution, and expression of enzyme systems that activate or detoxify carcinogens.

Data in humans and animals for a variety of carcinogens suggest that exposures to such carcinogens early in life may result in a greater lifetime risk of cancer compared to exposures later in life. Examples of this effect in humans are carcinogenicity due to ionizing radiation, diethylstilbestrol (DES), chemotherapeutic agents, and tobacco smoke.
Ionizing radiation exposure carries an increased risk of cancer when exposures occur early in life compared to adult exposures for a number of tumor types. Children exposed to ionizing radiation (diagnostic X-rays) *in utero* demonstrate a larger excess of leukemia cases than

children exposed to ionizing radiation postnatally (NRC, 1990). Exposure to radioisotopes (^{131}I, ^{137}Cs, ^{134}Cs, ^{90}Sr) as a consequence of the 1986 Chernobyl nuclear accident resulted in an elevated thyroid cancer incidence in children but not adults (Moysich, 2002). Treatment of children for Hodgkins lymphoma with both chemotherapeutic agents and irradiation has been shown to increase the risk of secondary tumors (Swerdlow et al., 2000; Franklin et al., 2006). Age at irradiation in Hodgkin's disease patients treated with radiotherapy strongly influenced the risk of developing breast cancer. The relative risk (RR) of developing breast cancer was 136 for women treated before 15 years of age, 19 for women 15-24 years of age, and 7 for those 24-29 years of age. In women above 30 years of age, the risk was not increased (Hancock *et al.*, 1993).

DES was administered to pregnant women in the 1940s-1960s for the purpose of preventing pregnancy loss. In 1970, Herbst and Scully described 7 cases of vaginal adenocarcinoma (6 cases of the clear-cell type) in women aged 15-22 years. This type of cancer is extremely rare in that age range. A follow-up epidemiological study included an additional case, and noted the fact that the mothers of 7 of the 8 patients had been treated with DES during their pregnancy (Herbst *et al.*, 1971). Reports by other investigators confirmed the association between maternal use of DES during pregnancy and the development of vaginal adenocarcinoma in their female offspring (Preston-Martin, 1989). It was observed that *in utero* DES exposure resulted in female genital tract morphological changes which correlated with both dose and duration of exposure, and those changes were not related to the maternal conditions which were the reason for the DES administration. Additionally, the risk of occurrence of those morphological changes declined with increasing gestational age at first exposure (O'Brien *et al.*, 1979; Preston-Martin, 1989). In contrast, vaginal adenocarcinoma incidence did not increase in the exposed mothers themselves, indicating an increased early-life susceptibility to the carcinogenic effects of DES.

There is evidence in the epidemiological literature indicating that exposure to tobacco smoke during puberty may increase risk of breast cancer later in life, particularly among women who are NAT2 slow deacetylators (Marcus *et al.*, 2000; Morabia *et al.*, 2000; Lash and Aschengrau, 1999). Wiencke et al. (1999) report that early age at initiation of smoking is associated with a higher level of DNA adducts in lung tissue of former-smokers with lung cancer.

It has also been observed by Smith *et al.* (2006) that human *in utero* or early childhood exposure to arsenic in drinking water results in significantly increased lung cancer incidences during adult life.

Data from animal studies provide additional examples of increased sensitivity to early life (typically postnatal and juvenile) exposures. These effects span a range of target tissues, including the liver (vinyl chloride, safrole), brain (methylnitrosourea), reproductive tract (DES, tamoxifen), and lung (urethane) (OEHHA, 2001a).

In the following sections we summarize two efforts to evaluate quantitatively the effect of lifestage at exposure on carcinogenic response in experimental animal studies. The first section provides a description of OEHHA's analysis of data on the effect of age at exposure on carcinogenic potency. (Details of this analysis are in Appendix J.) The second section describes U.S. EPA's work in this area. (We also provide the published paper in Appendix I that presents the U.S. EPA analyses.) Both analyses used extant data available in the published literature. U.S. EPA used their analysis to modify the procedures they have used to estimate cancer risk by

weighting risk by specific factors for childhood exposures. The weighting factors are a policy choice supported by U.S. EPA's data analysis. The results of OEHHA's analysis, summarized below and described in detail in Appendix J, support the decision to modify policy to weight risk when exposure occurs during childhood. Thus, OEHHA is also proposing to weight risk when exposure occurs in childhood.

OEHHA Analysis of the Effect of Age at Exposure on Cancer Potency

The analysis of animal cancer studies which include early life exposure by the Reproductive and Cancer Hazard Assessment Branch (RCHAB) of OEHHA also supports the application of lifestage-specific cancer potency factor adjustments. This analysis is provided in detail as Appendix J of this document.

Early-in-life susceptibility to carcinogens has long been recognized by the scientific community and clinicians as a public health concern. Numerous scientific publications and symposia have addressed this issue over the years and the scientific literature contains a number of human clinical findings and epidemiological studies of early life cancer susceptibility. While there are many indications of increased human cancer susceptibility in early life, the magnitude of the impact has been difficult to gauge. Until recently risk assessment procedures have not in general addressed the issue. As described in the next section, in 2005 the U.S. EPA adopted an approach to weight carcinogens by age at exposure if they act via a mutagenic mode of action. The California legislature in 2000 directed OEHHA to assess methodologies used in addressing early-in-life risk, compile animal data to evaluate those methods, and develop methods to adequately address carcinogenic exposures to the fetus, infants, and children (Children's Environmental Health Initiative [AB 2872, Shelly]; California Health and Safety Code [HSC] section 901 [a] through [e]).

OEHHA assessed cancer risk assessment methodologies, and found that the existing risk assessment approaches did not adequately address the possibility that risk from early-in-life and adult exposures may differ. OEHHA further concluded that there was a need to address early-in-life cancer risk, and undertook studies to develop methods for doing so. Age-related cancer susceptibility data were identified from published animal cancer bioassays in which these issues were addressed. Two types of studies with early-in-life exposures were compiled. The first type are "multi-lifestage exposure studies." These studies have at least two groups exposed during different lifestages: One dose group is exposed to a chemical only during one of the following lifestages (Figure 3):

- prenatal (from conception to birth),
- postnatal (from birth to weaning),
- juvenile (from weaning to sexual maturity).

The second dose group is exposed for some period of time at an older age, preferably during the adult lifestage, that is, after sexual maturity. This group served as the reference group. In some cases where there was no adult exposure group, animals exposed as juveniles served as the reference group. Multi-lifestage exposure studies are available for many chemicals, enabling the exploration of patterns in early-life susceptibility across chemicals.

Figure 3. Definition of Rodent Lifestage Adopted in the OEHHA Analyses

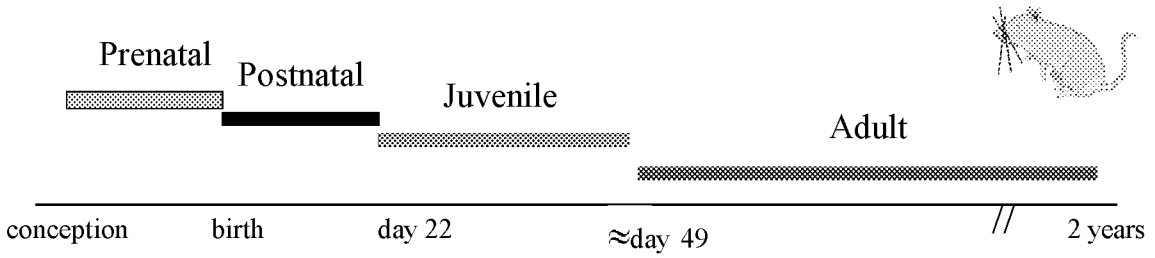

OEHHA also conducted "chemical-specific case studies" of early-life sensitivity for two carcinogens, ethyl-N-nitrosoamine (DEN) and N-ethyl-N-nitrosourea (ENU) that combine data from a number of studies. These "chemical-specific case studies" were conducted to explore the feasibility of analyzing chemical-specific data on age susceptibility from single-lifestage exposure experiments. For these chemicals, OEHHA compiled from the literature a second type of study, "single-lifestage exposure experiments." In these experiments dose groups were exposed only during a particular lifestage and, unlike the "multi-lifestage exposure studies," there was no requirement that the same study also include groups exposed during a different lifestage. Thus, single-lifestage exposure experiments were identified as being either prenatal, postnatal, juvenile, or adult exposure studies. For each of the two chemicals, there were many prenatal studies conducted that were compiled, analyzed, and grouped together. Postnatal studies from different publications were similarly compiled, analyzed and grouped together, as were juvenile studies. Adult studies were not available for either DEN or ENU, thus for both chemicals juvenile exposure studies served as the referent for prenatal studies, and for postnatal studies.

Typical cancer bioassays such as those conducted in rats and mice by NTP involve exposing animals starting at six to eight weeks of age, which is the time at which these animals reach sexual maturity (late teenagers relative to humans). The experiments are run for two years, ending when the animal is in late middle age. Thus, early and very late life exposures are not included in the typical rodent bioassay (see Figure 4). If the NTP bioassay is used as a basis for estimating cancer potency, the potency and resulting risk estimates may be too low. Thus OEHHA focused on finding studies that evaluated early in life exposures.

Figure 4. Dosing Period for Typical Rodent Bioassays.

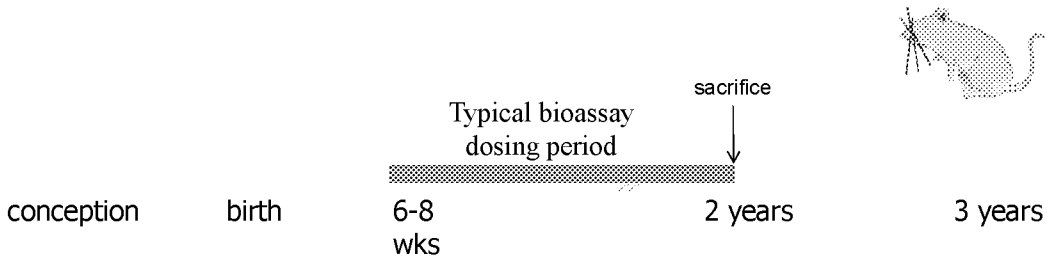

Since bioassays examining the effect of age at exposure on carcinogenesis were conducted by various investigators for different purposes, there is a great deal of variation across studies in terms of dose selection, duration of exposure, number of animals, and length of study duration. To be included in the compilation of studies with early life exposure, a study or an experimental group in a study had to meet minimum requirements.

The criteria for study inclusion are as follows:

- Treated groups were exposed to a single chemical carcinogen or a single carcinogenic chemical mixture.
- Study groups were not compromised by severe treatment-related non-cancer toxicity.
- Overall the duration of exposure period plus observation period exceeded 40 weeks, unless animals died of tumor.
- For included dose groups, the study must report age at dosing, age at sacrifice, and site-specific tumor incidence.
- Each lifestage exposure treatment group has an appropriate concurrent control group, or, for rare tumors only, an appropriate historical control.
- The studies were on mammals.
- Each treatment and control group consists of at least ten animals, unless the conduct and design of the study was well done in all other aspects (e.g., the length of the study was sufficiently long to observe treatment-related tumors) and tumor incidence was high in treated groups and very low in controls.
- Site specific tumor data were reported, not only total number of tumor bearing animals.
- The test compound was administered in the diet, water, via gavage, or by intraperitoneal (i.p.), intravenous (i.v.), or subcutaneous (s.c.) injection. For dermal and subcutaneous injection studies, distal tumor findings are utilized (for dermal, other than skin tumors; for injection, non-injection site tumors).

- While studies designed to histopathologically examine tumors at multiple sites were preferred, studies that examined only a select set of organ/tissue sites were not excluded if the sites examined were known with confidence to be the only target tissues for the chemical and lifestage in question in that particular strain of animal.

Different approaches were taken to identify animal cancer studies that included groups of animals exposed during early life stages. First, MEDLINE and TOXLINE (National Library of Medicine) databases were searched using combinations of various key words for cancer (e.g., tumor(s), neoplasm(s), cancer, neoplasia, cancerous, neoplasms-chemically induced) and for early-life exposure (e.g., age, age-at-exposure, development (al), prenatal, *in utero*, gestation (al), postnatal, neonatal, juvenile, weaning, weanling, adolescent, adolescence, young). Second, the extensive compilation of bioassays in the *Survey of Compounds which have been Tested for Carcinogenic Activity*, was reviewed. This survey, formerly maintained by the National Cancer Institute as Public Health Service Publication Number 149, or PHS 149, is now available from a private source electronically as CancerChem, 2000. Third, from bibliographies from relevant published papers additional studies were identified. Finally the Single Dose Database developed by Calabrese and Blain (1999) was obtained and utilized to identify additional publications that appeared to contain potentially useful data. All of these publications were evaluated to determine if the study dosed separate groups of animals early in life and at or near adulthood. A total of 145 publications, providing data on 84 chemicals, were identified as meeting the criteria for study inclusion. A subset of these met the criteria for inclusion in the multi-lifestage exposure analysis.

Finally, for the OEHHA multi-lifestage analyses, we define "experiment" as a study component consisting of a control group as well as a treated group(s) exposed during the same lifestage (i.e., prenatal, postnatal, juvenile or adult), and using the same experimental protocol (e.g., route of exposure, strain, species, laboratory). Thus, by our definition one publication may report multiple experiments.

In the OEHHA analysis, data from studies on 23 unique carcinogens, 20 of which are considered to act via primarily genotoxic modes of action, were analyzed. Of these 20 carcinogens, 15 are thought to require metabolic activation to the ultimate carcinogenic species (Table 1~~Table 1Table 1~~). Fourteen carcinogens, including one thought to act via primarily nongenotoxic modes of action, were included in the prenatal multi-lifestage exposure studies. Eighteen carcinogens, including two thought to act via primarily nongenotoxic modes of action, were included in the postnatal multi-lifestage exposure studies. Five carcinogens were included in the juvenile multi-lifestage exposure studies. The case study chemicals, DEN and ENU, are both genotoxic. ENU is a direct acting alkylating agent, while DEN requires metabolic activation.

Table 1. Carcinogens for which studies with multi-lifestage exposures in animal studies are available

Genotoxic carcinogens requiring metabolic activation
Benzidine
Benzo[a]pyrene
Dibutylnitrosamine
Diethylnitrosamine (DEN)
7,12-Dimethylbenz[a]anthracene (DMBA)
Dimethylnitrosamine (DMN)
Di-n-propylnitrosamine (DPN)
1 -Ethyl-nitrosobiuret
2-Hydroxypropylnitrosamine
3-Hydroxyxanthine
3-Methylcholanthrene (3-MC)
4-(Methylnitrosamino)-1-(3-pyridyl)-1-butanone (NNK)
Safrole
Urethane
Vinyl chloride
Genotoxic carcinogens not requiring metabolic activation
Butylnitrosourea
1,2-Dimethylhydrazine
Ethylnitrosourea (ENU)
Methylnitrosourea (MNU)
ß-Propiolactone
Nongenotoxic carcinogens
1,1-Bis(p-chlorophenol)-2,2,2-trichloroethane (DDT)
Diethylstilbestrol (DES)
2,3,7,8-Tetrachlorodibenzodioxin (TCDD)

Cancer Potency Estimation

Statistical methods were developed and used to analyze the data and derive measures of early-life susceptibility. These are described in detail in Appendix J. In brief, a cancer potency (the slope of the dose response curve) was developed for each of the experiments selected using the linearized multistage model. This model was chosen because of widespread use in risk assessment, and its flexibility in being able to fit many different data sets needed to evaluate the effect of lifestage-at-exposure on cancer potency. The dose metric used for the potency analyses is cumulative dose normalized to body weight. The cancer potency is thus expressed as the increase in tumor probability with increasing cumulative dose in units of mg/kg body weight.

To take into account uncertainty in potency estimation, cancer potencies are depicted by a statistical distribution, rather than by a single, fixed value, using methods described in Appendix J. While these methods have typically been used to obtain and report the 95th percentile of the cancer slope parameter for cancer risk assessment purposes, here OEHHA utilized the full distribution of the cancer slope parameter to derive measures of early-life susceptibility to carcinogens. This was done to systematically take into account uncertainty in the analysis.

For experiments where treatment related tumors were observed at multiple sites or at the same site but arising from different cell types, slopes from these sites were statistically combined by summing across the potency distributions (assuming independence across the sites that were observed) to create an overall multisite cancer potency. It is not uncommon that a carcinogen causes more than one type of cancer or causes tumors at different sites depending on lifestage at exposure. For example, in humans tobacco smoke causes cancers of the lung, bladder, and certain other organs. This multi-site carcinogenicity is frequently observed in animal experiments as well. In order to account for this, all treatment-related tumors that were observed in a given lifestage were taken into account in estimating cancer potency from that particular experiment.

Addressing Early-Age Sensitivity in Estimating Cancer Risk: Age Sensitivity Factors

Inherent Sensitivity of Lifestages – Lifestage Potency Ratios

For this analysis, OEHHA calculates the ratio of cancer potency derived from an early lifestage exposure experiment(s) to that derived from an experiment(s) conducted in adult animals. OEHHA used the potency distributions for the individual lifestage exposures, rather than a point estimate, to derive the ratios. The lifestage cancer potency ratio is then described as a distribution and one can select specific percentiles from the distribution to better understand and bound the uncertainty (Figure 5). Of particular importance is the location of the ratio distribution in relation to the reference value of 1.0, which would mean no difference in risk from exposures at early versus adult lifestages. A lifestage cancer potency ratio distribution that primarily lies above the value of 1.0 indicates early life exposures to a carcinogen result in a stronger tumor response relative to adult exposure. Conversely, a lifestage cancer potency ratio distribution that mainly lies below the value of 1.0 indicates early life exposure to a carcinogen results in a weaker tumor response relative to adult exposure.

A lifestage potency (LP) ratio distribution was derived for each multi-lifestage study, resulting in 22 prenatal ratio distributions representing 14 unique carcinogens, 55 postnatal LP ratio distributions representing 18 unique carcinogens, and seven juvenile LP ratio distributions representing five unique carcinogens. The LP ratio distributions for a given early lifestage were combined into a single "LP ratio mixture distribution," in order to show the range of susceptibilities of that lifestage to the carcinogens studied.

LP ratio mixture distributions for a given early lifestage were developed by (1) obtaining a single LP ratio distribution for each chemical (when a chemical is represented by more than one study) and then (2) equally sampling across all chemicals. When a chemical is represented by more than one study, then the LP ratio distributions from all studies of that chemical were combined by equally sampling from each LP ratio distribution via Monte Carlo methods to obtain a single

LP ratio distribution for that chemical. (Appendix J describes this in more detail, as well as a sensitivity analysis that included two alternative sampling methods.) Once each chemical is represented by a single LP ratio distribution, then the LP ratio mixture distribution for each early lifestage (prenatal, postnatal, and juvenile) is obtained by equally sampling across all of the chemicals via Monte Carlo methods.

Figure 5. Lifestage Potency Ratio (LPR) distribution.

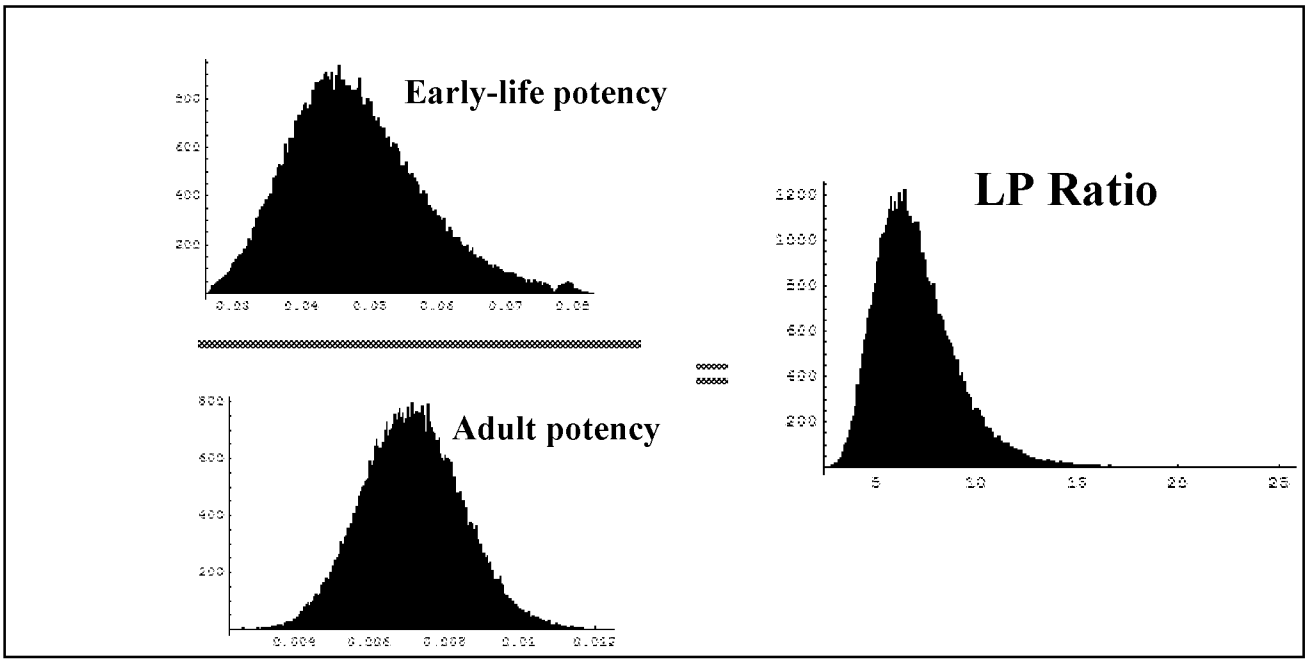

Effect of longer time period for cancer to manifest

The LP ratios described above characterize the inherent susceptibility of early lifestages to carcinogen exposure, by comparing potencies for individuals followed for similar periods of time and similarly exposed, but exposed during different lifestages. Age-specific adjustments to the cancer potency must also take into account the longer period of time that carcinogen exposure to the young has to manifest as cancer. Empirical data from studies of both humans and animals demonstrate that, for many cancers, cancer risk increases with age, or time since first exposure. While some cancers have been seen to increase by as much as the sixth power of age, a general approach taken for example by the National Toxicology Program in analyzing tumor incidences in its chronic bioassays is to assume that cancer risk increases by the third power of age. Thus, consistent with the approach used by the NTP in analyzing rodent cancer bioassay data, the longer period of time that exposed young have to develop tumors is addressed by taking into account time-of-dosing. This was done by multiplying the LP ratio by a time-of-dosing factor, to yield an age sensitivity factor (ASF). Specifically, the prenatal LP ratio is multiplied by a factor of 3.0, the postnatal LP ratio is multiplied by a factor of 2.9, and the juvenile LP ratio is multiplied by 2.7. Thus, ASFs were developed for each experiment, by first calculating the LP ratio to address inherent susceptibility of early lifestages relative to adults, and then accounting for the effect of years available to manifest a tumor following carcinogen exposure. (see Figure

6). Note that we are not using the term "sensitivity" in the immunologic sense (e.g., sensitization), but rather are using the term more generically.

Figure 6. Issues addressed by the Age-Sensitivity Factor (ASF)

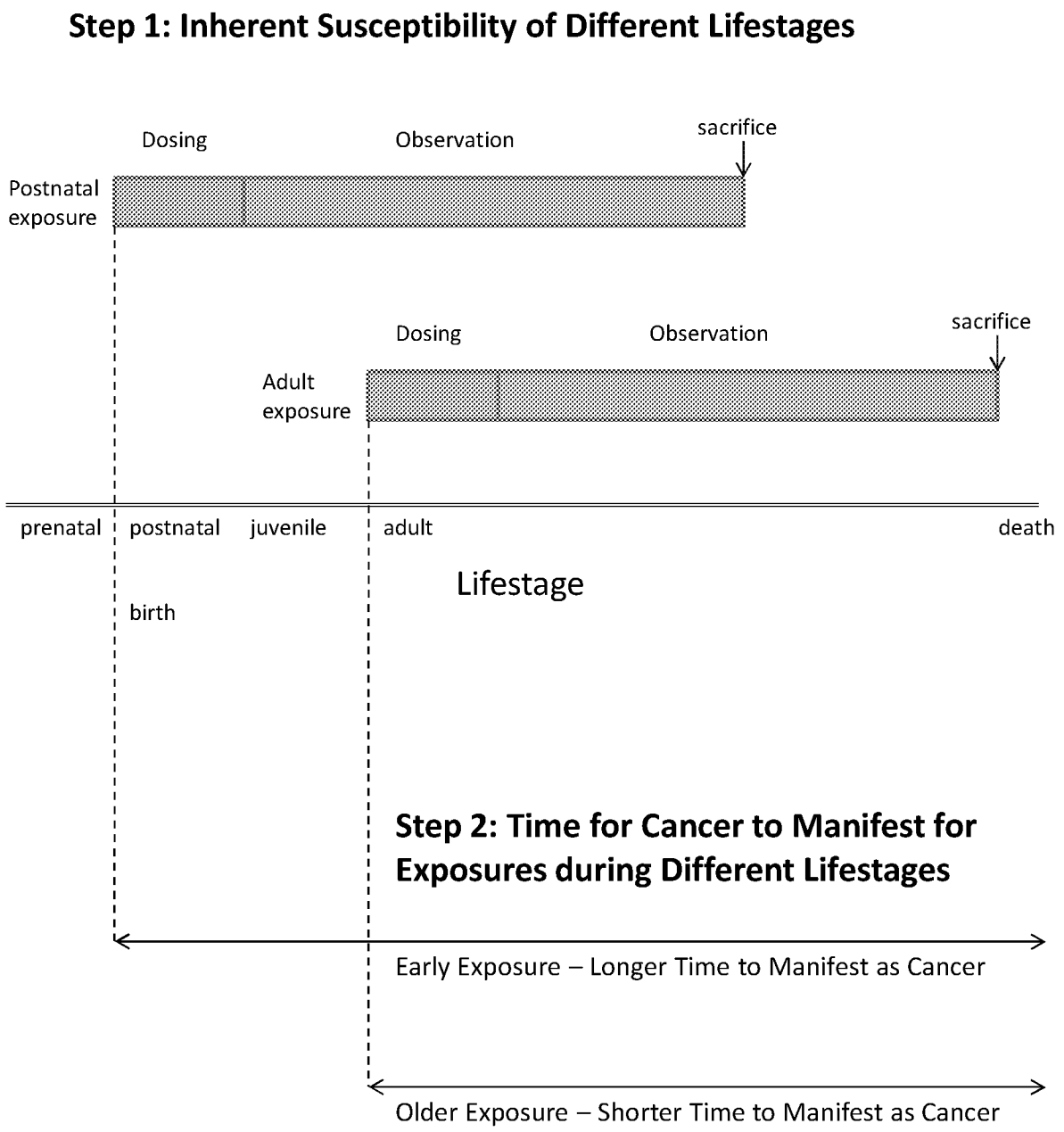

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Application of this approach for risk associated with lifetime exposures would include an ASF of less than 1 for exposures during the latter part of adult life for carcinogens that act on early stages. Therefore, the addition of this adjustment to the younger lifestages but not to the later part of the adult period could overestimate the risk of whole-life exposures. On the other hand, the 70 year "lifetime" used in estimating lifetime cancer risk does not reflect the longer lifespan of the U.S. population. Further, as noted above, the animal bioassays on which potency was based typically exclude pre-weaning dosing and sacrifice animals during their late middle-age. Use of cancer potencies calculated from standard assays can therefore understate lifetime cancer risk. The ASF calculated for carcinogens includes both inherent sensitivity of developing animals and the available time since exposure to develop cancer.

Results of OEHHA Analysis

The analyses indicate that both the prenatal and postnatal lifestages can be, but are not always, much more susceptible to developing cancer than the adult lifestage. The analyses also indicated that the ASFs for these age windows vary by chemical, gender and species.

Regarding prenatal lifestage exposure, few cases were indicative of equal inherent adult and prenatal susceptibility, with an LP ratio of unity. The LP ratio distribution was roughly bimodal, with LP ratios for several studies significantly greater than unity and several others significantly less than unity. Figure 7 below shows the ASFs from each of the prenatal multi-lifestage exposure studies, displayed as a cumulative frequency profile. The median of the prenatal ASF mixture distribution was 2.9 (see also Table 6 in Appendix J),

The modality in the prenatal LP ratio distribution was reflected in the DEN and ENU case studies, with results for DEN suggesting inherently less sensitivity than older animals from exposure *in utero*, and for ENU just the opposite. For the DEN and ENU case studies, the referent groups were juvenile rather than adult animals, and the results may have underestimated the LP ratio and ASF, to the extent that some of the apparent sensitivity for DEN and ENU in the prenatal period carries through to the juvenile period. ENU is a direct acting carcinogen that does not require metabolic activation, whereas DEN can not be metabolized to any significant extent by fetal tissues until relatively late in gestation. This may explain the lower fetal susceptibility of DEN. However, prenatal metabolic status is not the sole determinant of prenatal susceptibility; e.g., benzidine and safrole require metabolic activation and exhibit greater susceptibility from prenatal exposure.

The median of the postnatal ASF mixture distribution was 13.5 (see Table 7 in Appendix J). Figure 8 below shows the ASFs from each of the postnatal multi-lifestage exposure studies, displayed as a cumulative frequency profile. Thus, for the chemicals studied, there was generally greater susceptibility to carcinogens during the early postnatal compared to the adult period, particularly when the ASF accounts for the longer period cancer has to manifest when exposure occurs early in life. The DEN and ENU case studies also exhibited substantial extra susceptibility during the postnatal period. To summarize, for most of the carcinogens studied here, animals are inherently more sensitive in the postnatal period, as indicated by Figure 8.

Figure 7. Prenatal ASF Cumulative Frequency Profile

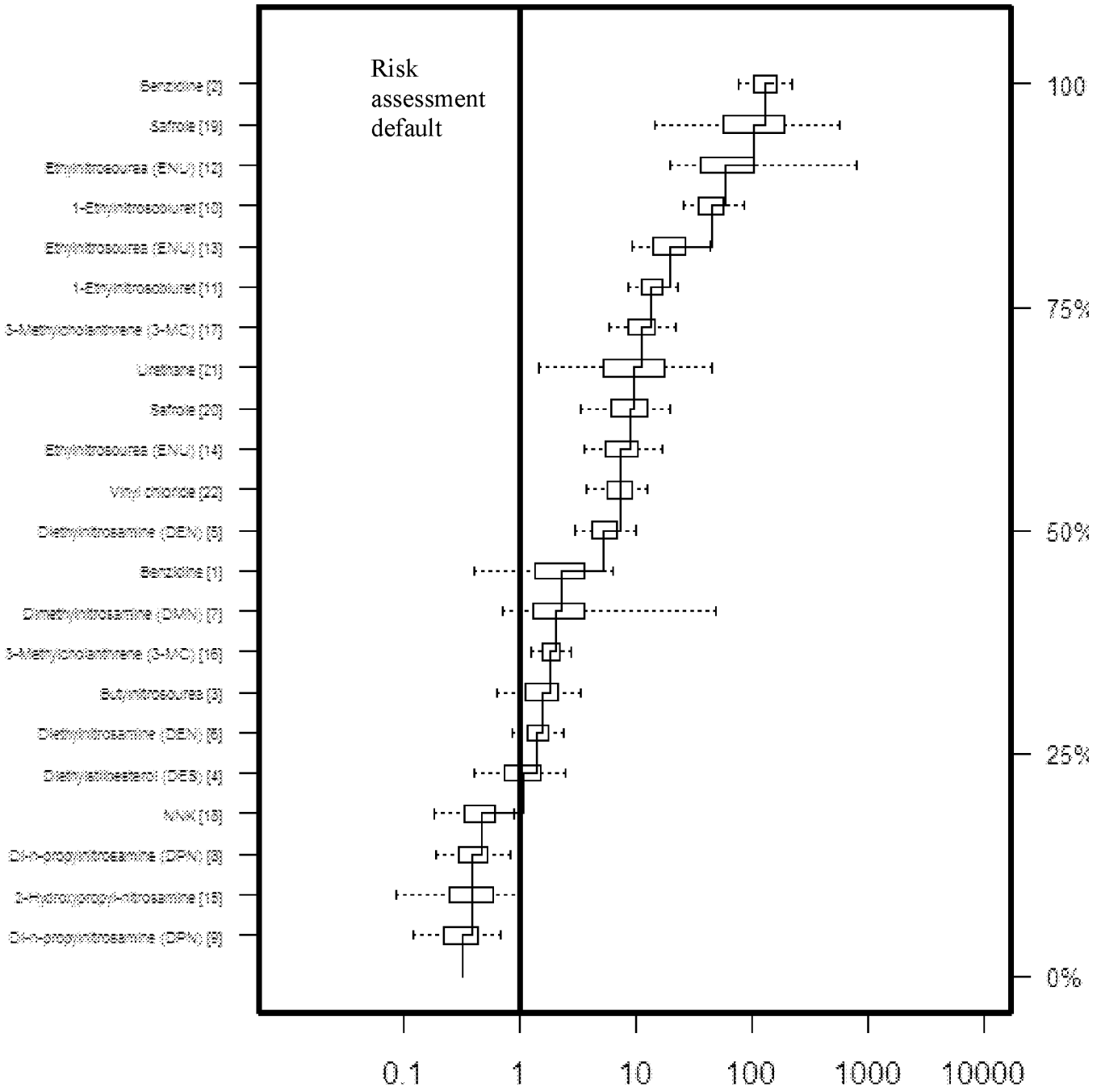

The median of the prenatal ASF mixture distribution was 2.9 (see also Table 6 in Appendix J). References are given in the legend on the next page

Figure 7 Legend (References as in Appendix J)

1. Vesselinovitch *et al*. (1979a), mouse, B6C3F$_1$, F, day -9 to 21
2. Ibid, M, day -9 to 21
3. Zeller *et al*. (1978), rat, Sprague Dawley, M/F day -2
4. Turusov *et al*. (1992), mouse, CBA, F, day -2
5. Mohr et al. (1975), hamster, Syrian Golden, day -15 to -1
6. Mohr *et al*. (1995), hamster, Syrian Golden, F, day -3
7. Althoff *et al*. (1977), hamster, Syrian Golden, M/F, day -9 to -3
8. Ibid, day -9 to -3
9. Althoff and Grandjean (1979), hamster, Syrian Golden, F, day -9 to -3
10. Druckrey and Landschutz (1971), rat, BD IX, M/F, day -10
11. Ibid, day -3
12. Naito *et al*. (1981), rat, Wistar, day -9
13. Ibid, day -9
14. Tomatis *et al*. (1977), rat, BDVi, F, day -5
15. Althoff and Grandjean (1979), hamster, Syrian Golden, M/F, day -9 to -3
16. Tomatis *et al*. (1971), mouse, CF-1, F day -4 to -1
17. Turusov *et al*. (1973), mouse, CF-1, F, day -2
18. Anderson *et al.* (1989), mouse, C3H & B6C3 F$_1$,M/F day -8 to -4
19. Vesselnovitch *et al.* (1979a), mouse, B6C3 F$_1$, M, day -9 to -3
20. Vesselnovitch *et al.* (1979b), mouse, B6C3 F$_1$, F day -9 to -3
21. Choudari Kommineni *et al*. (1970), rat, MRC, M/F, day -4
22. Maltoni *et al.* (1981), rat, Sprague Dawley, M/F day -13 to -7

Figure 8. Postnatal ASF Cumulative Frequency Profile

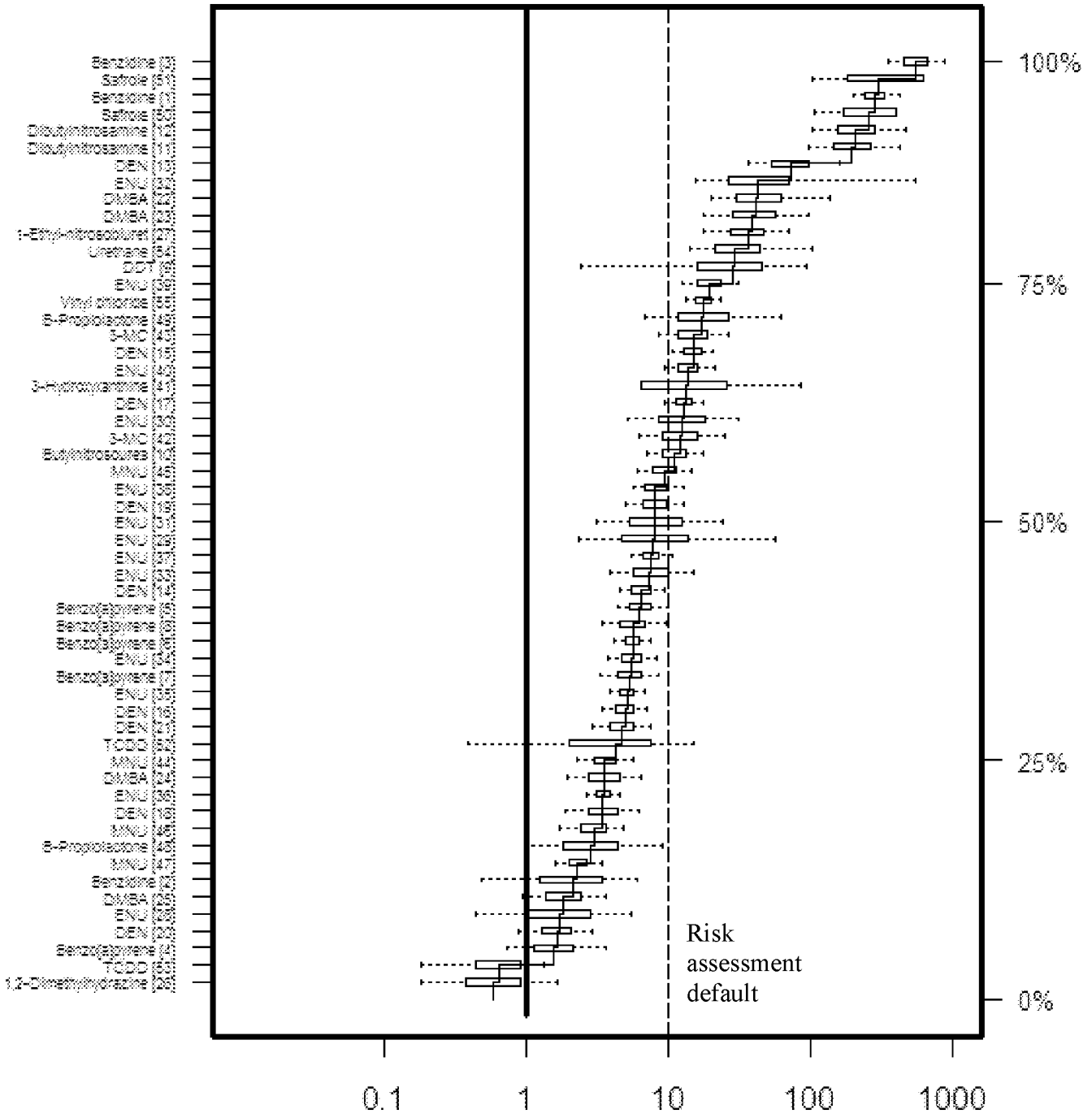

The median of the postnatal ASF mixture distribution is 13.5. The dotted line represents the default ASF for weighting risk for carcinogen exposures between birth and 2 years of age (see next section). References are given in the legend on the next page.

Figure 8~~Figure 8Figure 8~~ Legend (References as in Appendix J)

1 Vesselinovitch *et al.* (1975b), mouse, B6C3F$_1$, M, day 7-27
2 Vesselinovitch *et al.* (1979), mouse, B6C3F$_1$, F, day 1-21
3 Ibid, M, day 1-21
4 Truhaut *et al.* (1966), mouse, swiss, M/F, day 1
5 Vesselinovitch *et al.* (1975a), mouse, B6C3F$_1$, F, day 1
6 Ibid, M, day 1
7 Ibid, C3A F$_1$, F, day 1
8 Ibid, M, day 1
9 Vesselinovitch *et al.* (1979a), mouse, B6C3F$_1$, M, day 1-28
10 Zeller *et al.* (1978), rat, Sprague Dawley, M/F, day 2
11 Wood *et al.* (1970), mouse, IF x C57, F, day 1-15
12 Ibid, M, day 1-15
13 Rao and Vesselinovitch (1973), mouse, B6C3F$_1$, M, day 15
14 Vesselinovitch *et al.* (1984), mouse, B6C3F$_1$, F, day 1
15 Ibid, M, day 1
16 Ibid, F, day 15
17 Ibid, F, day 15
18 Ibid, C3A F$_1$, F, day 1
19 Ibid, M, day 1
20 Ibid, F, day 15
21 Ibid, M, day 15
22 Meranze *et al.* (1969), rat, Fels-Wistar, F, day 10
23 Ibid, M, day 10
24 Walters (1966), mouse, BALB/c, F, day 17
25 Ibid, M, day 17
26 Martin *et al.* (1974), rat, BDIX, M/F, day 10
27 Druckrey and Landschutz (1971), rat, BDIX, M/F, day 10
28 Naito *et al.* (1985), gerbil, mongolian, F, day 1
29 Ibid, M, day 1
30 Bosch (1977), rat, WAG, F, day 8
31 Ibid, M, day 8
32 Naito *et al.* (1981), rat, Wistar, F, day 7
33 Ibid, M, day 7
34 Vesselinovitch *et al.* (1974), mouse, B6C3F$_1$, F, day 1
35 Ibid, M, day 1
36 Ibid, F, day 15
37 Ibid, M, day 15
38 Ibid, C3A F$_1$, F, day 1
39 Ibid, M, day 1
40 Ibid, M, day 15
41 Anderson *et al.* (1978), rat, Wistar, F, day 9
42 Klein (1959), mouse, A/He, F, day 8-31
43 Ibid, M, day 8-31
44 Terracini and Testa (1970), mouse, B6C3F$_1$, F, day 1
45 Ibid, M, day 1
46 Terracini *et al.* (1976), mouse, C3Hf/Dp, F, day 1
47 Ibid, M, day 1
48 Chernozemski and Warwick (1970), mouse, B6A F$_1$, F, day 9
49 Ibid, M, day 9
50 Vesselinovitch *et al.* (1979a), mouse, B6C3F$_1$, M, day 1-21
51 Vesselinovitch *et al.* (1979b), mouse, B6C3F$_1$, M, day 1-21
52 Della Porta *et al.* (1987), mouse, B6C3F$_1$, F, day 10-45
53 Ibid, M, day 10-45
54 Choudari Kommineni *et al.* (1970), rat, MRC, M/F, day 1-17
55 Maltoni *et al.* (1981), rat, Sprague Dawley, M/F, day 1-35

There were only five chemicals and seven studies, two of which were not independent, available to examine susceptibility in the juvenile period. The juvenile LP ratios indicated significantly greater susceptibility in this period for three independent studies, with the remaining studies consistent with equal inherent susceptibility to adult animals (see Figure 16 in Appendix J). Figure 9~~Figure 9Figure 9~~ below shows the ASFs from each of the juvenile multi-lifestage exposure studies, displayed as a cumulative frequency profile. The median of the juvenile ASF mixture distribution was 4.5 (see Table 8 in Appendix J) .

Figure 9. Juvenile ASF Cumulative Frequency Profile

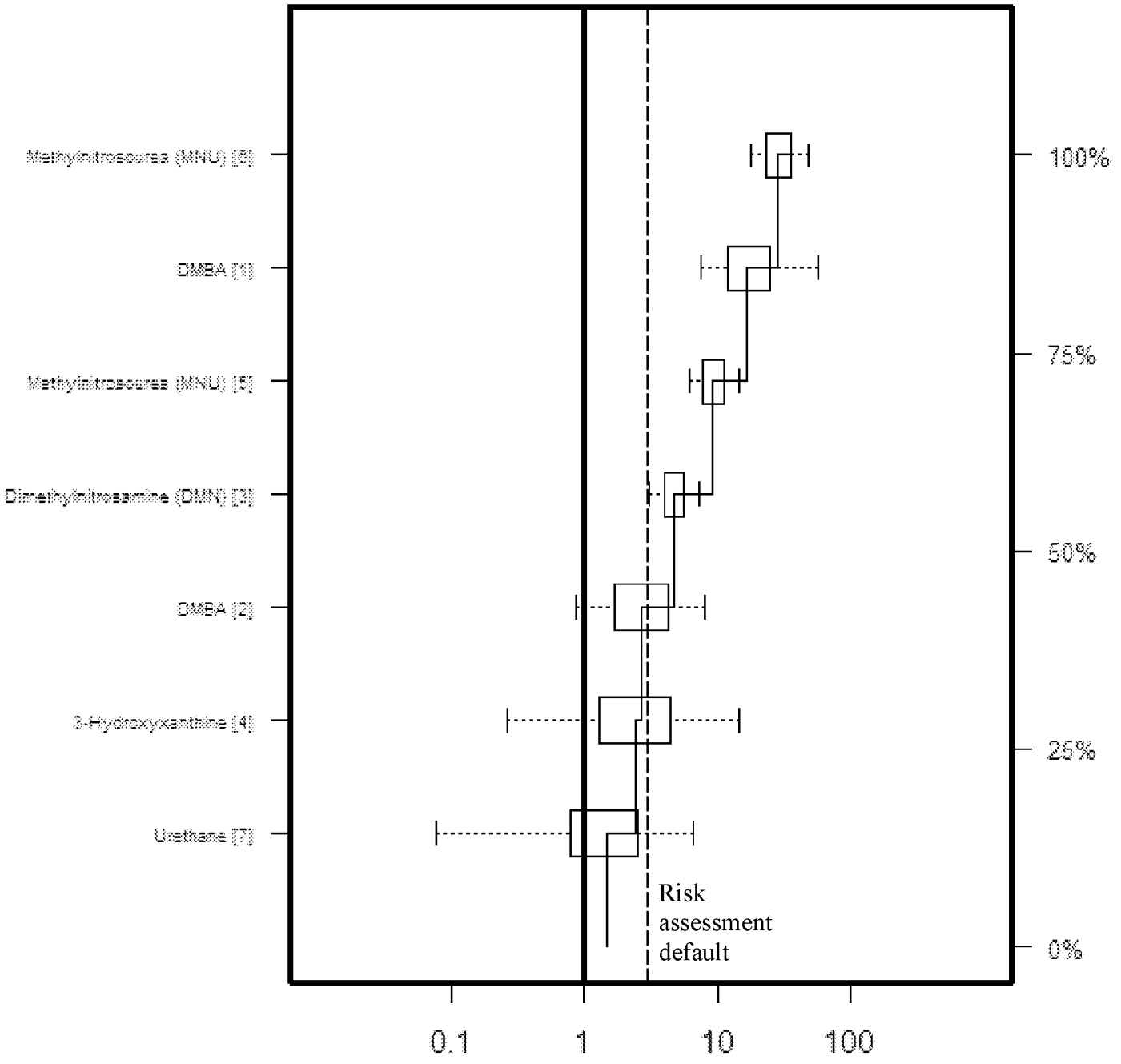

The median of the juvenile ASF mixture distribution is 4.5. The dotted line represents the default value for weighting risk from carcinogen when exposures occur between 2 and 15 years of age (see next section).

Figure 9 Legend (References as in Appendix J)

1.Meranze *et al.* (1969), rat, Fels-Wistar, F, day 45
2. Ibid, M, day 451
3.Noronha and Goodall (1984), rat, CRL/CDF, M, day 46
4. Anderson *et al.* (1978), rat, Wistar, F, day 28
5. Grubbs *et al.* (1983), rat, Sprague Dawley, F, day 50-57
6. Ibid, M, day 50-57
7. Choudari Kommineni *et al.* (1970), rat, MRC, M/F, day 28-43

The studies that comprise the set of multi-lifestage exposure studies available for these analyses were not homogeneous. That is, they do not represent observations from the same distribution. Sensitivity analyses were conducted to test the robustness of the findings to different procedures for analyzing data and combining results. Of the methods used to combine the LC ratio distributions for underlying studies within each lifestage, the method of equally weighting studies within a chemical appeared to best represent the available data.

In calculating the ASF, to take into account the longer period of time for early carcinogen exposures to result in tumors, the hazard function was assumed to increase with the third power of age. This assumption is standard and has been borne out by a number of observations (Bailer and Portier, 1988) If the true rate of increase with age is greater than that, then the use of these ASFs may result in underestimates of the true sensitivity of these early life stages.

As the multi-lifestage exposure and case studies show, there appears to be considerable variability in age-at-exposure related susceptibility across carcinogens. There is also variability in age-at-exposure related susceptibility among studies of the same carcinogen. The sources of variability evident in the analyzed studies include timing of exposure within a given age window, and gender, strain, and species differences in tumor response. The set of studies identified and analyzed was not sufficiently robust to fully describe the variability quantitatively. This variability raises concerns that selection of the median (the 50th percentile) estimates may considerably underestimate effects for certain agents or population groups. Relatively large variability in humans in response to carcinogens is expected to be common (Finkel, 1995). On the other hand, the numbers of carcinogens represented in the available data are limited and may not be representative of the population of carcinogens to which we are exposed (e.g., greater than 500 on the Proposition 65 list alone). Thus, the size of the weighting factors used to weight risk by age at exposure is a policy decision.

Several of the carcinogens studied induced tumors at multiple sites in the same experiment, and at different sites, depending upon the lifestage during which exposure occurred. For these cases the combined multisite potency distribution referred to above was the basis for the lifestage comparison. This approach differs from other researchers investigating early vs. late in life differences who focused on tumor site-specific measures of carcinogenic activity (e.g., Barton *et al.*, 2005; Hattis *et al.*, 2004, 2005). OEHHA believes that use of combined multisite potency distributions provides a more complete approach for considering age specific differences in carcinogenic activity. However, the observation that early life is generally a period of increased susceptibility was similarly found using the tumor site-specific approach by these other researchers.

One limitation of the approach was the focus on lifestages, without attempting to describe changes in susceptibility that occur within a lifestage. Timing of carcinogen exposure within a given age window can affect the cancer outcome. For example, experiments with 1-ethyl-1-nitroso-biuret in prenatal and adult rats showed a three-fold difference in activity between groups exposed on prenatal day -10 versus prenatal day -3. In a second example, female rats exposed early in the adult period were more than three times as sensitive to the breast cancer effects of MNU as females exposed six weeks later. In general, the adult comparison groups in the multi-lifestage exposure studies were fairly young. The extent to which this may result in an overall bias of the results presented here is unclear. Also for several cases, juvenile animals were used as the later life exposure group. In these cases the ASFs are likely underestimates of the relative sensitivity of the prenatal and postnatal lifestages, compared to that of the adult lifestage.

Excluded from the analysis were early in life studies in which the period of exposure for a specific exposure group crossed multiple lifestages. An example of results from studies of this type is provided by mouse studies for two non-genotoxic carcinogens, diphenylhydantoin (Chhabra *et al.*, 1993a) and polybrominated biphenyls (PBBs) (Chhabra *et al.*, 1993b), in which exposures began prior to conception, and continued throughout the prenatal, postnatal, and post-weaning period, up to the age of eight weeks. The data demonstrate an increased sensitivity of the early life period. Some studies that crossed multiple lifestages were included in the analyses of Barton *et al.* (2005) (Appendix I), which are consistent with the general conclusions discussed above.

Selection of Default Age-Sensitivity Factors (ASF)

Selection of appropriate values to use to weight exposures that occur early in life using default ASFs for prenatal, postnatal and juvenile exposures is complicated by the limited database of chemicals and studies available for analysis, and the broad distribution of results for different chemicals as is shown in Figure 7, Figure 8, and Figure 9~~Figure 9Figure 9~~ (see also Appendix J). In view of the variability thus shown, and the considerable uncertainty in applying conclusions from this relatively small set of chemicals to the much larger number of chemicals of concern, it is probably unreasonable to specify a default ASF with greater than half-log precision (*i.e.* values of 1, 3, 10, 30 etc.). Therefore, in the absence of chemical-specific data, OEHHA ~~will~~ proposes to apply a default ASF of 10 for ages birth to 2 years, and a factor of 3 for ages 2 through 15 years to account for potential increased sensitivity to carcinogens during childhood. A factor of 10 for postnatal exposures falls just below the median estimate of the ASF for postnatal studies. This is also the value selected by U.S. EPA; while it is consistent with the OEHHA analysis, it may underestimate risk for some chemicals. The broad distribution of observed chemical-specific sensitivity ratios clearly indicates ~~certain number of~~that there are some chemicals for which the sensitivity ratio is much larger than 10. Further research is needed to develop criteria for identifying these cases. Similarly, a factor of 3 for juvenile exposures is consistent with the range of estimates derived from the multi-lifestage exposure studies, and falls close to the median juvenile ASF estimate. It is acknowledged that there are few data available on which to base an estimate for the juvenile period. A factor of 3 adjusts for the longer time available for cancer to manifest, but may not fully account for some inherent differences in susceptibility to cancer, for example ~~those observed~~the observed susceptibility of ~~in~~ breast tissue of pubescent girls exposed to radiation. For specific carcinogens where data indicate enhanced sensitivity during lifestages other than the immediate postnatal and juvenile periods, or demonstrate ASFs

different from the default ASFs, the chemical-specific data should be used in order to adequately protect public health.

The ASFs will be applied to all carcinogens, regardless of the theorized mode of action. While U.S. EPA currently intends to apply weighting factors only to those carcinogens with "a mutagenic mode of action"(U.S.EPA, 2005), OEHHA notes that there is evidence that early life is a susceptible time for carcinogens that are thought to act via non-mutagenic mode of action (DES is a prime example). Defining a mutagenic mode of action may be problematic if approached narrowly (ERG, 2008). Further, carcinogens may have multiple modes of action and one mode may predominant over other modes at different lifestages. The complexity of carcinogenesis argues against restricting the ASF to chemicals acting via a mutagenic mode of action.

Figure 10~~Figure 10Figure 10~~ provides a visual comparison of the ASF mixture distributions for the three early-life stages, prenatal, postnatal, and juvenile. In this figure, which is in log space, the policy choice for weighting factors of 10 for birth to age 2 years and 3 for the period of life from 2 to 15 years of age are indicated on the figure. ~~The x-axis represents the exponent (the figure is in log space).~~ It is apparent from this figure that weighting risk from exposures to carcinogens early in life is well-supported.

Figure 10. Prenatal, Postnatal, and Juvenile ASF Mixture Distributions and relation to default ASFs

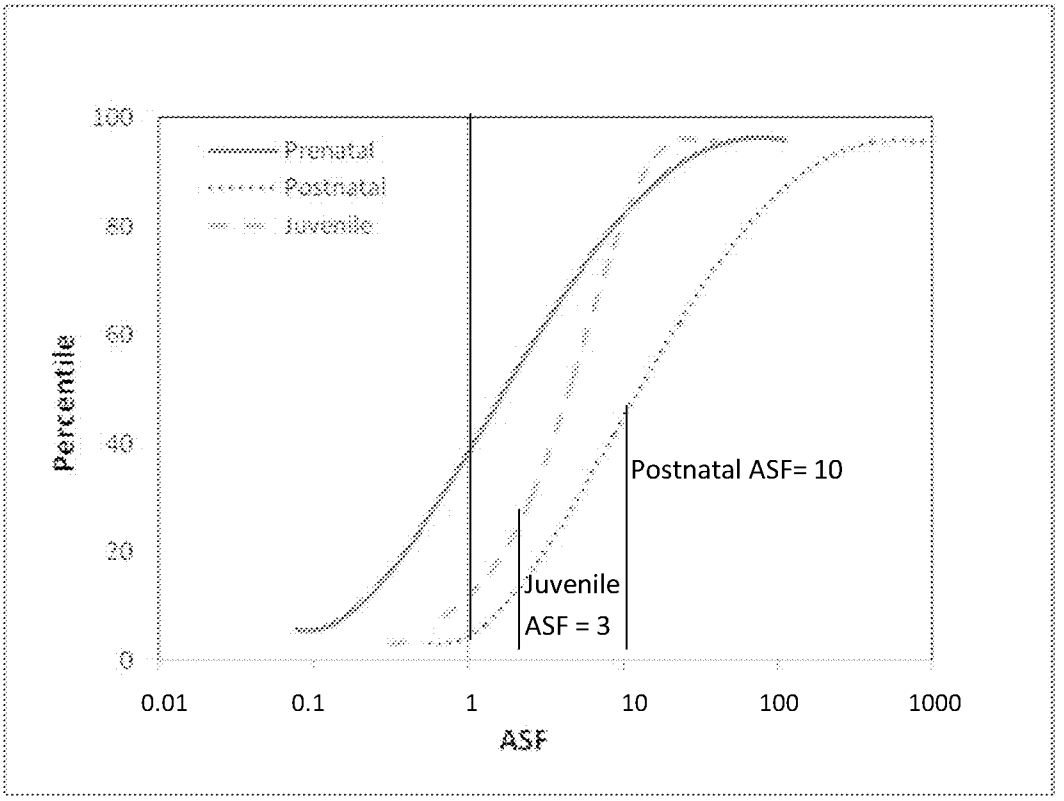

Item No. E.2

OEHHA recognizes the limitations in the data and analyses presented, as discussed above. However, the analyses do provide some guidance on the extent risk may be over or underestimated by current approaches. While there is a great deal of variability across chemicals in the prenatal ASFs, the data indicate that the potency associated with prenatal carcinogen exposure is not zero. A factor of 3 is close to the median ASF, while a factor of 10 falls roughly at the 70th percentile of the prenatal ASF estimate. ~~This value~~An ASF could be applied as a default ~~ASF to the potency estimate~~ when calculating lifetime cancer risk in humans arising from carcinogen exposures that occur *in utero*. In view of the considerable variability in the data for different carcinogens and the limited database available for analysis, OEHHA is not ~~including~~ proposing the application of ~~this~~ a specific factor to cancer potency estimates for prenatal exposures as a default position in these Guidelines. However, given that the rodent is born at a stage of maturation similar to a third trimester fetus, it may be reasonable to include the third trimester in the potency weighting proposed for birth to age 2 years. ~~T~~the applicability of a cancer potency adjustment factor for prenatal exposure will be evaluated on a case-by-case basis, and may be used as evidence develops that supports such use. The consideration of prenatal exposures, including application of an appropriate susceptibility factor, would not make a large difference for risk estimates based on continuous lifetime exposures, due to the relatively short duration of gestation. However, risk estimates for short-term or intermittent exposures ~~might~~ would be ~~significantly~~ slightly increased by inclusion of the risks to the fetus during the prenatal period. Thus, risk may be underestimated when this lifestage is excluded from the analysis.

Age Bins for Application of ASFs

The choice of human ages to which the ASFs apply is based on toxicodynamic ~~information on functional maturation of major organ systems~~ and toxicokinetic considerations. Important toxicodynamic factors related to susceptibility to carcinogens include ~~and the concept that~~ the rate of cellular proliferation and differentiation, which is quite high during organ maturation ~~processes renders the tissue more susceptible to carcinogenesis~~. In addition, toxicokinetic differences by age are important, ~~as noted earlier,~~ due to impacts on detoxification and clearance of ~~xenobiotics~~carcinogens (see following section). ~~OEHHA's analysis of the influence of age-at-exposure on carcinogenesis broke the experimental rodent age bins~~data into age bins that we ~~termed "lifestages" into~~ including prenatal, "postnatal" (birth to weaning, about day 21) and "juvenile" (weaning to sexual maturation, or about day 22 to about day 49). Experiments were placed into the lifestage bins if exposure occurred at some time during the experimental rodent age bin. ~~The investigations of age at exposure and cancer potency used in OEHHA's analysis were all done with dissimilar protocols, and the windows of susceptibility are quite varied by chemical and organ system.~~

There is no simple way to compare the rodent age groups used in the OEHHA analysis of available data to equivalent age groups in humans. Complicating factors include variations in organ system structural and functional maturation both within and between species. Further, the rodent age bins were chosen by gross indicators of development namely birth, weaning and sexual maturation, not on the basis of known susceptibility to carcinogenesis. Thus, critical factors relating to carcinogen susceptibility by age are the focus of the choice of human age bins to which the ASFs of 10 and 3 apply, rather than an attempt at exact correlation of rodent lifestage bin with human age.

~~The investigations of age at exposure and cancer potency used in OEHHA's analysis were~~ not conducted by standardized protocol. Further, the windows of susceptibility are quite varied by chemical and organ system, even within the lifestages defined in the OEHHA analysis. ~~Additional complications in~~ This complicates choosing a default ASF and the human age bin to which it applies ~~are associated with changes in the potency by age-at-exposure that can be large for specific chemicals~~. Examples from animal studies provided in the appendix include the chemical diethylnitrosamine (DEN). The cancer potency varied over several orders of magnitude depending on when during gestation and postnatal life the exposure occurred. While the inability to metabolize DEN in early gestation influences the carcinogenicity of the compound, it is unlikely the only explanation. Benzidine and safrole also require metabolic activation but are more potent with prenatal exposure. A three-fold difference in potency between exposure on postnatal day 3 and postnatal day 10 is noted for 1-ethyl-1-nitrosobiuret in rats. There are also human examples of extensive variation of potency by age at exposure, including radiation, DES, and chemotherapeutic agents. The diversity of responses to different agents obviously underscores uncertainty in the choice of age bins to apply the default ASFs. However, the ASFs are a ***default*** to use when you have no chemical-specific data on influence of age-at-exposure on potency in order to protect public health. There will always be specific chemical examples where the ASF for either the birth-<2 yrs or 2-<16 yrs age bin is quite a bit larger or quite a bit smaller than the default.

In the following sections, we discuss our logic in ~~choosing~~proposing age bins of birth to age <2 years, and 2 to age <16 years to which the ASFs of 10 and 3 apply, respectively, and offer risk estimate results from other possible age bins.

Toxicokinetic Factors Relevant to Age Bins

Choice of the age-bins to which the default ASFs are applied is based on our understanding of the two primary drivers of age-related sensitivity to carcinogens, namely age-related toxicokinetic factors and toxicodynamic factors. In the case of toxicokinetics, the largest postnatal differences in xenobiotic metabolic capability occur between infants and adults. As noted in OEHHA (2001) and reviewed in detail elsewhere (e.g., Cresteil et al., 1998; Ginsberg et al., 2004), hepatic drug metabolism by the cytochrome p450 family of enzymes and the Phase II conjugating enzymes undergoes a maturation process during the first few years of life. The hepatic cytochrome p450 enzymes exist in fetal isoforms at birth, and progressively change to adult isoforms at a relatively early stage of postnatal development. Thus, in humans the metabolic capability towards prototypical substrates develops over the first year of life towards adult levels. Similarly, the largest differences in metabolic capability of Phase II enzymes (conjugation of xenobiotic metabolites prior to excretion) tend to be between infants and adults. Other factors such as renal capability also are most different between neonates and adults. Thus, the first 2 years of life would encompass the increased sensitivity of early life stages due to toxicokinetic differences between early life and adulthood.

Ontogeny of cytochrome P-450 Enzymes in Humans.

Cresteil (1998) describes three groups of neonatal cytochrome P450: Cyp3A7 and Cyp4A1 present in fetal liver and active on endogenous substrates; an early neonatal group including Cyp2D6 and 2E1 which surge within hours of birth; and a later developing group, Cyp3A4,

Cyp2Cs, and Cyp1A2. Total Cyp 3A protein, a major cytochrome p450 enzyme responsible for biotransformation of many xenobiotics, is relatively constant in neonates and adults. However, Cyp3A7 is the primary fetal form (Hakkola et al., 1998), while Cyp3A4 is the primary adult hepatic form of the 3A series. At one month there is about one-third of the Cyp3A4 activity as an adult liver (Lacroix et al., 1997; Hakkola et al., 1998). Allegaert *et al.* (2007) stated that Cyp3A4 (testosterone-6ß-hydroxylase) activity equaled or exceeded adult activity after 1 year of age. Cyp2E1, which metabolizes benzene, trichloroethylene and toluene, among others, increases gradually postnatally, reaching about one-third of adult levels by one year of age and attains adult levels by 10 years of age (Vieira et al., 1996; Cresteil, 1998). Cyp1A2, and Cyp2C9 and 2C19, the most abundant Cyp2 enzymes in adult human liver, appear in the weeks after birth, and reach 30%to 50% of adult levels at about 1 year of age (Treluyer et al., 1997; Hines and McCarver, 2002). Cyp1A1 is expressed in fetal liver where it can activate such xenobiotics as benzo[a]pyrene and aflatoxin B1 (Shimada et al., 1996), but is less important in adult liver (Hakkola et al., 1998).

Ontogeny of cytochrome P-450 Enzymes in Rodents.

Hart et al. (2009) report developmental profiles of a number of cytochrome P-450 enzymes (measured as levels of mRNA transcripts of the specific genes) in mice. They identified three groups of isoforms. Group 1 (Cyp3A16 in both sexes; Cyp3A41b in males) appeared rapidly after birth but declined to essentially zero at 15-20 days, which is the period of weaning in mice. A second group (Cyp2E1, Cyp3A11 and Cyp4A10 in both sexes; Cyp3A41b in females) also increased rapidly after birth, but reached a stable maximal level by postnatal day 5. The third group (Cyp1A2, Cyp2A4, Cyp2B10, Cyp2C29, Cyp2D22, Cyp2F2, Cyp3A13 and Cyp3A25) were expressed only at low levels until days 10 to 15, but reached high stable levels by day 20.

ElBarbry et al. (2007) examined the developmental profiles of two toxicologically significant cytochrome P-450 enzymes, Cyp1A2 and Cyp2E1 in rats. mRNA transcripts of these genes were very low postnatally, but thereafter increased to reach a peak at weaning (postnatal day 21 - 28 for rats). Immunoreactive Cyp1A2 and Cyp2E1 proteins were first detectable at postnatal day 3 and reached 50% of adult levels at weaning and adult levels at puberty. Differences in profiles between gene expression as MmRNA and appearance of specific proteins as determined by immunoassay may reflect changes in the relative importance of transcription and translation control process at various phases in development. Enzyme activities characteristic of Cyp1A2 and Cyp2E1 were found to parallel gene expression levels (ElBarbry et al., 2007) rather than immunodetectable protein levels, so there may also be issues of cross-reactivity between these two isoenzymes and others for which gene expression was not measured in these experiments.

In summary, the gene expression data in rats and mice show differences in details, but broadly resemble one another in that the main changes occur in the early postnatal period, with the major adjustments completed at or around the time of weaning, although the adult pattern may not be completely established until puberty. There do not appear to be substantive data for experimental species other than rats and mice, although the situation in humans appears similar in general outline and one may conclude that this pattern or some variant of it is a characteristic of mammalian species in general.

Ontogeny of Phase II enzymes

Phase II conjugating enzymes are generally less active in the neonate than the adult (Milsap and Jusko, 1994). Hence, there is concern that detoxification and elimination of chemicals is slower in infants. Expression of some of the UGT enzymes matures to adult levels in two months after birth, although glucuronidation of some drugs by the UGT1A subfamily does not reach adult levels until puberty (Levy et al., 1975; Snodgrass, 1992; McCarver and Hines, 2002). Reduced glucuronidation in neonates slows the clearance of *N*-hydroxyarylamines, phenol, and benzene metabolites. Acetylation by the N-acetyltransferases and sulfation by sulfotransferases are generally somewhat comparable to adult levels, although it varies by tissue and by specific sulfotransferase (McCarver and Hines, 2002). Glutathione (GSH) sulfotransferase (GST) is present as a fetal isoform which decreases postnatally, while GST-alpha and GST-mu increase over the first few years of life to adult levels (McCarver and Hines, 2002). Epoxide hydrolase, important in detoxifying reactive epoxide metabolites, is present in neonatal liver although at much reduced activity relative to adults (McCarver and Hines, 2002).

Clearances of drugs in infants and children *vs.* adults

Several investigators have evaluated age-related drug disposition (Renwick, 1998; Renwick et al., 2000; Ginsberg et al., 2002; Hattis et al., 2003). Renwick et al. (2000) noted higher internal doses in neonates and young infants versus adults for seven drugs that are substrates for glucuronidation, one with substrate specificity for CYP1A2, and four with substrate specificity for CYP3A4 metabolism. Ginsberg et al (2002) evaluated toxicokinetic information on 45 drugs in children and adults metabolized by different cytochrome P450 pathways, Phase II conjugations, or eliminated unchanged by the kidney. These authors noted half-lives in infants 3-9-fold longer than those of adults. It was also shown that the bulk of the elevated child/adult half-life ratios occurred primarily in the 0 to 6 month age range, and that for some compounds the clearance is actually higher in the 6 month to 2 year age grouping. In evaluating the interindividual variability by age, Hattis et al (2003) note that the largest interindividual variability occurs in the youngest children, apparently due to variability in development of critical metabolism and elimination pathways. Anderson and Holford (2008) noted that a comparison of three early-life drug clearance models (surface area, allometric ¾ power and per kilogram scaling) all demonstrated an increase in clearance over the first year of life due to the maturation of metabolic capacity.

Renal elimination depends on maturity of processes related to tubular reabsorption and secretion, and glomerular filtration rates. At birth, the glomerular filtration rate (GFR) is low (2-4 ml/min), increases in the first few days (8-20 ml/min) and slowly increases to adult values in 8-12 month old infants (Plunkett et al., 1992; Kearns et al, 2003).

Newborn and young animals have less capacity to excrete chemicals into the bile than do adult animals. A number of chemicals are excreted more slowly via bile in neonates than adult rats, including ouabain, the glucuronide conjugate of sulfobromophthalein (Klaassen, 1973), and methyl mercury (Ballatori and Clarkson, 1982), resulting in a longer half-life in neonates.

Toxicodynamic Factors Relevant to Age Bins

Important as the developmental changes in toxicokinetics are in determining sensitivity to carcinogens and other toxicants, it is likely that the toxicodynamic differences, i.e. intrinsic differences in susceptibility to carcinogenesis at the tissue or cellular level are even more influential. Changes in cell division rates and differentiation, which are thought to be important toxicodynamic determinants of susceptibility to carcinogenesis, peak in the first 2 years of life for most major organ systems. Cell division continues to accommodate growth throughout childhood and adolescence, extending in some cases even into the young adult period in both humans and experimental animals. Adolescence is an important period for organ cell division and differentiation for the mammary gland and reproductive organs.

As noted above, one of the key factors influencing susceptibility to carcinogenesis is believed to be cell division rate, which acts both by forcing error-prone repair which fixes DNA damage as mutated gene sequences (McLean et al, 1982) and by promoting expansion of mutated clones (Moolgavkar and Knudson, 1981). Actual cell division rates as a function of age are hard to determine for practical and (in the human case) ethical reasons. However, growth curves expressed as the proportional increment in body weight with time may be regarded as a reasonable although not perfect surrogate since for most tissues of the body cell size does not change markedly during growth. Both humans and rodents show remarkably high growth rates in infancy, which then drop steeply to a lower but still significant period during childhood. A growth spurt at the beginning of adolescence is noticeable in its absolute magnitude, especially in males, but does not approach the proportional growth rate seen in infancy. The time intervals proposed to reflect the period of highest sensitivity to carcinogenesis (birth to weaning, about 21 days in rodents, up to 24 months in humans) encompass the period of highest growth rate and thus is is assumed the highest cell division rates, as show in the following charts:

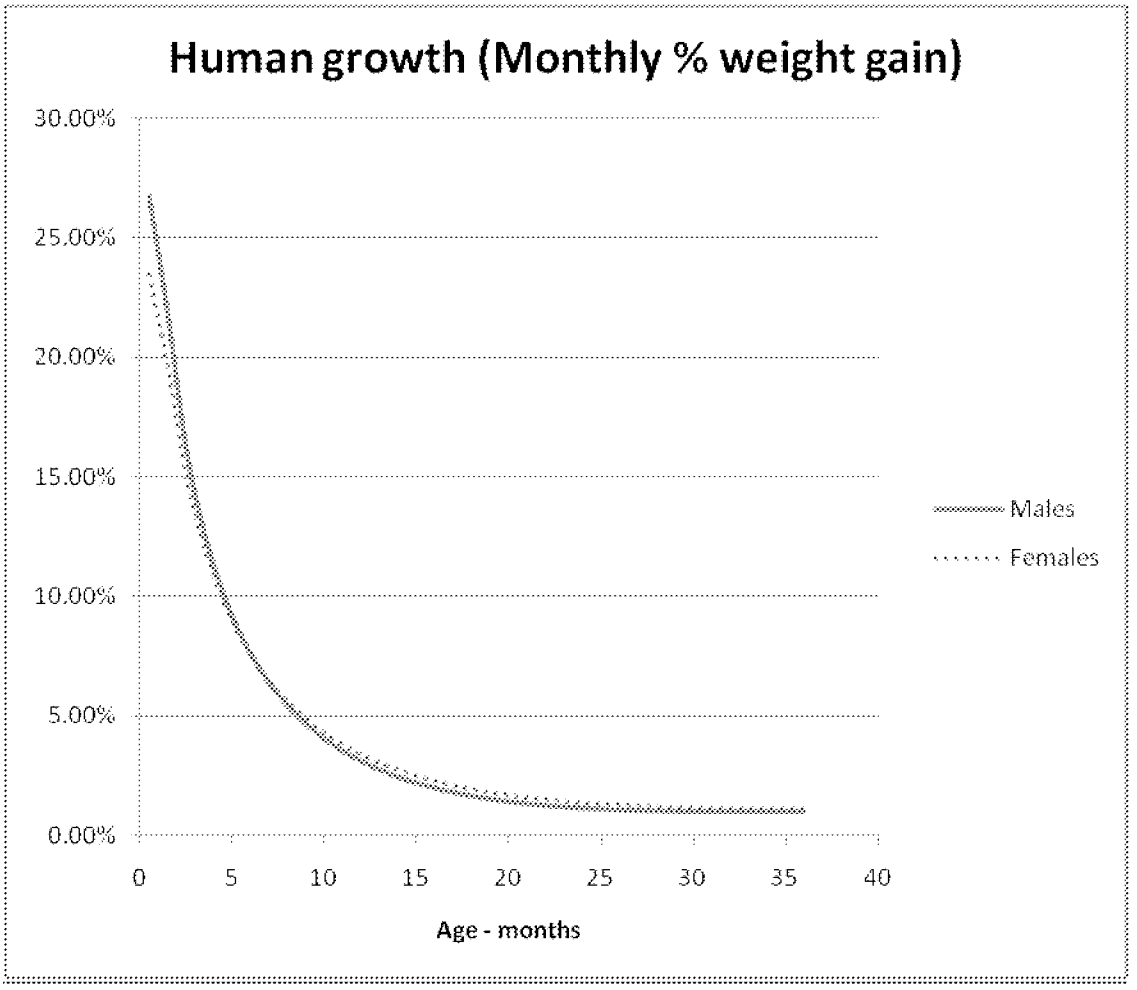

Data from CDC NHANES 2000:
http://www.cdc.gov/nchs/about/major/nhanes/growthcharts/datafiles.htm

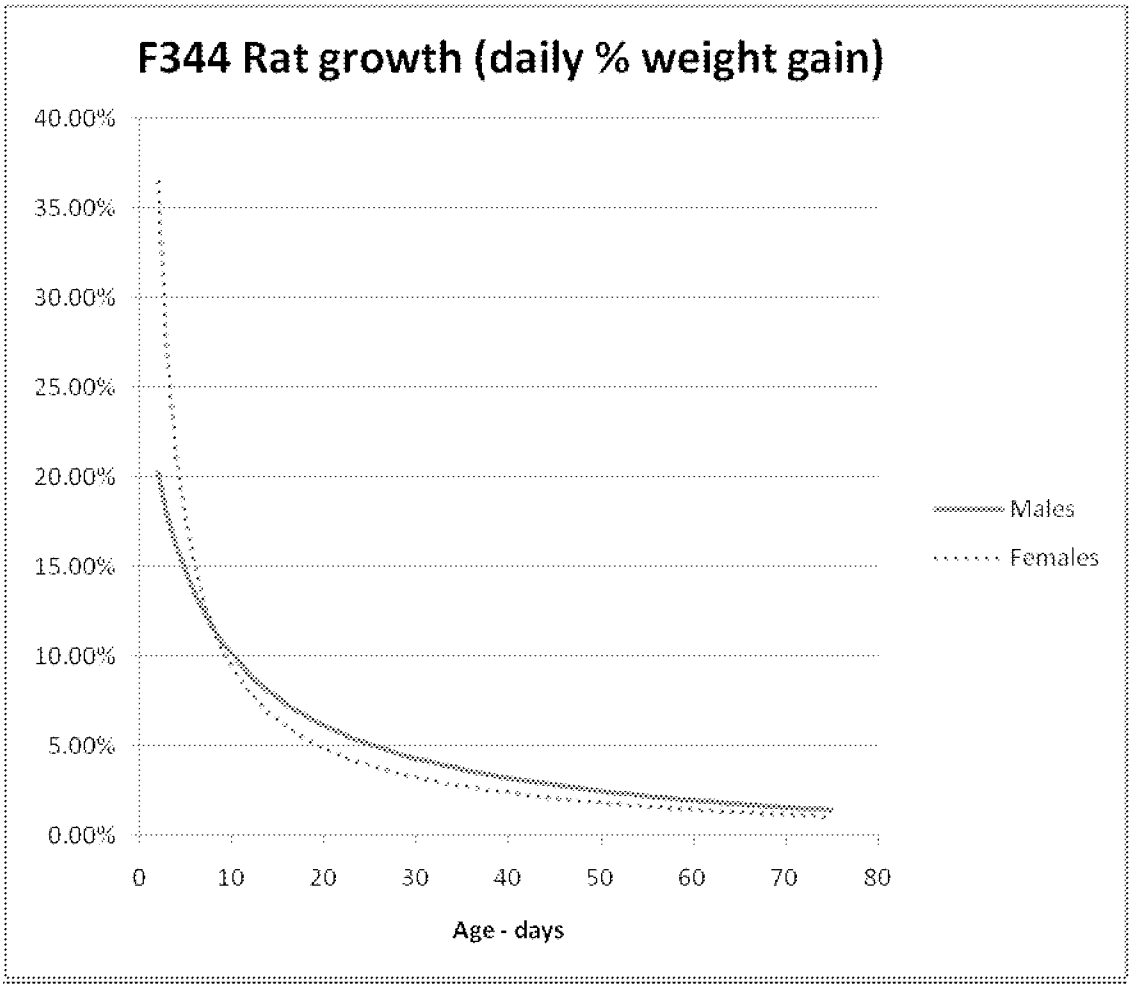

Data from Tables A3 and A4 of Appendix J

Cell division rates in adult rodents and humans are harder to relate to growth curves since at least some tissues retain active cell division as part of their ongoing functionality and repair. In humans growth in body weight slows to essentially zero at the end of adolescence (and any later increments represent tissue specific changes such as increase in muscle or adipose tissue mass rather than overall growth). On the other hand, rodents continue to increase in body size (at a modest rate compared to that seen in earlier lifestages) throughout the adult period. However, it appears reasonable to conclude from the body weight data that an essentially adult pattern of overall cell division is established by the late adolescent period (age six weeks in rodents; 16 years in humans). This clearly does not include the marked growth and increases in cell division and physiological activities seen in the reproductive system and its accessories during puberty.

Organ development

The age intervals chosen for the ASFs are generally supported by human organ system development data. Examples of supporting data are available for the lung, brain, immune system and liver. Zeltner and Burri (1987) stated that postnatal lung development consists of an alveolar stage, which lasts to about 1-1.5 years of age, and a stage of microvascular maturation, which

exists from the first months after birth to the age of 2-3 years. Pinkerton and Joad (2006) describe alveolar proliferation as occurring most prominently in the 0-2 year age range, with alveolar expansion continuing in the 2-8 year age range. Ballinoti et al. (2008) demonstrated that addition of alveoli rather than expansion is a major mode of lung growth in infants and toddlers by measuring a constant carbon monoxide diffusion capacity to lung volume from 3 through 23 months of age. Kajekar (2007) also considered the 0-2 age range to be the primary period of alveolar development, although there is continued cellular proliferation resulting in lung growth and expansion up to approximately 18 years of age.

Rice and Barone (2000) note that most of the cell proliferation phase of human radial glia and neuronal growth is finished by 2 years of age, based on evidence in Bayer et al. (1993). They note further that numerous studies have shown actively proliferating brain regions are more susceptible to anti-mitotic agents than the same structures after active proliferation ceases. Peak brain growth as a percentage of body weight occurs at birth and around post-natal day (PND) 7-8 in humans and rats, respectively (Watson *et al.*, 2006). De Graaf-Peters and Hadders-Algra (2006) reviewed the ontogeny of the human central nervous system and found that a large amount of axon and dendrite sprouting and synapse formation and the major part of telencephalic myelination take place during the first year after birth. While the brain continues to remodel itself throughout life, cellular proliferation in the whole brain peaks by about one year of age and is relatively complete by age 2. Development of the blood-brain barrier (BBB) appears to continue in humans until approximately 6 months of age. Rat BBB functionality is essentially complete by approximately two weeks after birth (Watson *et al.*, 2006).

The immune system development occurs in stages primarily prenatally in primates and both pre- and post-natally in rodents (Dietert et al., 2000). Formation and expansion of hematopoetic stem cells is followed by expansion of lineage-specific stem cells, colonization of bone marrow and thymus, and maturation of cells to immunocompetence. In the primate, this is largely complete by 1 to 2 years of age (Holsapple et al., 2003), although establishment of immune memory develops throughout childhood and beyond. In the rodent, maturation to immunocompetence occurs postnatally from birth to about 30 days of age. In terms of carcinogenesis, perhaps one of the more important immune cells is the NK cell, thought to be responsible for immune surveillance and killing of circulating transformed cells. Based on immunohistochemistry, the principal cell lines including NK cells are present at gestation day 100 in the monkey and are at about 60% of adult values at birth (Holladay and Smialowicz, 2000).

As noted above, renal and hepatic clearance are both lower in humans at birth than in adults. Nephrogenesis is complete by 35 ~~month~~weeks gestation in humans and before birth in the mouse (but after birth in the rat). The ability to concentrate urine and the development of acid-base equilibrium ~~occur~~appear in the first few months after birth (Zoetis and Hurtt, 2003). Renal clearance of drugs, a function of a number of processes in the kidney, appears to be comparable to adults within the first few months of life (Hattis et al., 2003; Ginsberg et al., 2002) , while glomerular filtration, which rises rapidly over the first few postnatal months, is at adult values by two years of age (Zoetis and Hurtt, 2003). While complete anatomic maturity of the human liver is noted by 5 years of age (Walthall et al, 2005), liver function also appears to mature within the first year of life as seen by drug clearance studies cited above.

Critical Windows of Susceptibility to Carcinogens

It has been shown that there are critical windows during development both pre-and postnatally where enhanced susceptibility to carcinogenesis occurs (Anderson et al, 2000). Some of these observations relate to factors affecting the incidence of cancers in childhood, resulting from prenatal or preconception mutational events. For example, prenatal exposure to ionizing radiation and DES can result in leukemia and vaginal carcinoma, respectively, in childhood. Although obviously a source of great concern, these cancers appearing during childhood are relatively rare compared to cancers appearing later in life. Thus the concern in risk assessment for early in life exposures is to address the lifetime cancer incidence as a result of these exposures, including both cancers appearing during childhood and those appearing later.

OEHHA (see Appendix J) and other investigators (U.S. EPA, 2005; Barton et al, 2005; Hattis et al., 2004) have examined the available rodent data on sensitivity to carcinogenic exposures early in life. All these investigators found substantial increases in sensitivity to carcinogens in animal studies where exposures to young animals were compared to similar exposures to adults. Hattis et al. (2004) reported maximum likelihood estimates for the ratio of carcinogenic potency during the period from birth to weaning to the adult potency of between 8.7 and 10.5, whereas Barton et al (2005) reported a weighted geometric mean of 10.4 for the ratio of juvenile (less than 6-8 weeks) to adult potency in rodents. However, the number of experiments which provide information of this type, and the carcinogenic agents which have been studied, are relatively limited. Hattis examined several different datasets and study designs, but these covered only 13 different chemicals, while Barton et al. reported analyses for six of the 18 chemicals which they examined. OEHHA's analysis included data in rodents on 23 chemicals, and found median potency ratios of 13.5 for the postnatal period (birth to day 22) and 4.5 for the juvenile period (postnatal days 22 to 49) relative to adults (day 49 to 2 years). These potency ratios include the adjustment for time to manifest tumor (e.g., age to the power of three), unlike the earlier investigations. All these investigations identified variations in the observed lifetime potency ratio depending on the type of experimental design, the sex of the animals, the time of exposure and especially between chemicals. Nevertheless these analyses, although falling far short of a comprehensive evaluation of the age dependence of carcinogenic potency for all the chemicals of interest, do show a consistent overall trend of increasing potency for exposures early in life, especially soon after birth.

An evaluation of cancer induction by ionizing radiation also provides support for the concept of enhanced sensitivity to carcinogenesis at younger ages. Various studies of this phenomenon have been undertaken in animal models, but the important point for the present discussion is that epidemiological data exist which indicate age-dependent sensitivity in humans (U.S. EPA, 1994; 1999). The most extensive data set showing age-dependent effects is that for Japanese survivors of the atomic bomb explosions at Hiroshima and Nagasaki. Analysis of these data shows linear increases in tumor incidence at a number of sites with increasing radiation dose and younger age at exposure. There are other data suggesting humans are more susceptible to chemical carcinogens when exposure occurs in childhood. These data exist for tobacco smoke (Marcus et al., 2000; Wiencke et al., 1999) and chemotherapy and radiation (Mauch et al., 1996; Swerdlow et al., 2000; Franklin et al., 2006).

Proposed Aage bins for application of default age sensitivity factors

In developing a default science-based risk assessment policy to address this general conclusion, one key variable to define is the age interval or intervals over which age-dependent sensitivity factors should be applied. Different investigators have considered different age ranges, but in general the more sensitive period has at least been defined as including the time from birth up to mid-adolescence when the major phases of growth and hormonal change are complete. This can be somewhat consistently defined in the case of laboratory rodents whose genetic and environmental factors are relatively constant: a transition point in the range of 6 to 8 weeks is generally identified as the start of adulthood. For humans there is inevitably a lot more variation in the timing of developmental landmarks. The comparison of human development with that of rodents is complicated by the fact that the various organ systems have markedly different pre-and postnatal timetables, both between species and between organ systems. Thus there is no single timeline of developmental equivalence for humans and rodents. Nevertheless there is a general similarity for all mammals.

It is also recognized that, apart from the dramatic prenatal developmental events, the earliest postnatal stages represent the greatest differences in physiology and biochemistry from the adult. This reflectsing the immaturity of many organ systems, extremely rapid growth and the incomplete maturation of various metabolic capabilities. In animal studies, as reflected in the analysis of carcinogenesis by OEHHA, an important developmental milestone is generally identified at the time of weaning, which in rodents occurs at or about postnatal day 21. As noted earlier, the rodent age bins in OEHHA's analysis were based on gross developmental milestones (birth, weaning, sexual maturity). OEHHA's analysis of studies that included exposure sometime between birth and weaning indicated this period as having the highest sensitivity to carcinogenesis. The data for the later juvenile period (postnatal days 22 to 49) are somewhat sparse, covering only three carcinogens and only one where there are corresponding data for both infant and juvenile lifestages. However, it appears based on the overall range of potency ratios observed for the juvenile period that sensitivity to many carcinogens is elevated in this period also, but to a lesser extent than during the first 22 days. [Hattis et al. (2005) and Barton et al. (2005) report analyses for exposures at any time during the juvenile period, i.e. up to 6-8 weeks, and do not separate by additional age bins].

Weaning is not such an obvious or consistently timed transition for humans, being subject to a wide range of cultural and economic variables. However, it is generally considered that the human infant period encompasses the first two years of life. This period includes the most rapid periods of cellular division and differentiation for the major organ systems (excluding the breast and reproductive organs). Although there is linear growth between 2 and 8 years of age, the organ development is largely although not entirely complete.

Thus, considering both the development of major organ systems and the associated differences in toxicodynamic and toxicokinetic factors, OEHHA choseproposes to apply the postnatal ASF derived from rodent studies (birth to ~21 days) to the human age intervals of 1birth - <2years. Similarly, OEHHA chose to apply the "juvenile" ASF derived from rodent studies (~22- ~49 days) to the human ages 2 - <16 years. This timetable was also selected by U.S. EPA (2005) in their supplemental guidance for assessing early-life susceptibility to carcinogens. They describe their choice of critical periods as follows:

> "The adjustments described below reflect the potential for early-life exposure to make a greater contribution to cancers appearing later in life. The 10-fold adjustment represents an approximation of the weighted geometric mean tumor incidence ratio from juvenile or adult exposures in the repeated dosing studies (see Table 8). This adjustment is applied for the first 2 years of life, when toxicokinetic and toxicodynamic differences between children and adults are greatest (Ginsberg et al., 2002; Renwick, 1998). Toxicokinetic differences from adults, which are greatest at birth, resolve by approximately 6 months to 1 year, while higher growth rates extend for longer periods. The 3-fold adjustment represents an intermediate level of adjustment that is applied after 2 years of age through <16 years of age. This upper age limit represents middle adolescence following the period of rapid developmental changes in puberty and the conclusion of growth in body height in NHANES data (Hattis et al., 2005). Efforts to map the approximate start of mouse and rat bioassays (i.e., 60 days) to equivalent ages in humans ranged from 10.6 to 15.1 years (Hattis et al., 2005)."

There is general agreement that rodents are born at a maturational stage approximately equivalent to a third trimester human fetus. Thus, there is good rationale to include the third trimester of pregnancy in the age bin for application of the ASF of 10.

While there is strong evidence that growth and therefore cell proliferation rates and cell differentiation are extremely high prior to age 2, there is still residual uncertainty with respect to the cutpoint for application of the ASFs of 10 and 3. Thus, another possible approach is to move the cut point for the application of the ASF of 10 to a later age to account for this uncertainty. We present the effect on risk estimates of varying cutpoints in Tables 2 and 3.

Special consideration of puberty

In addition to the general concerns over increased sensitivity to carcinogenesis during infancy and childhood, there are specific concerns for exposure during the period when hormonal and developmental changes associated with puberty are in process, especially for carcinogens with hormonal modes of action or with impacts on the reproductive system and its accessory organs. At puberty, there is increased development of breast and reproductive organs that clearly involves rapid cellular division and differentiation. Thus, for carcinogens that induce mammary and reproductive organ cancers, puberty represents a time of increased sensitivity. As noted in the section on Selection of Default Age-Sensitivity Factors (page 48), if the risk assessor is evaluating a chemical with the potential for more than usually enhanced potency during this period, such as those which induce mammary or reproductive organ tumors (e.g., a polycyclic aromatic hydrocarbon), then the risk assessment may use a larger ASF to calculate risk from exposure during puberty. OEHHA may recommend chemical-specific ASFs for puberty to the local air quality management districts for use in the Air Toxics Hot Spots program.

Application of ASFs in Risk Assessment

The effect of using the proposed default ASFs in calculating cancer risk over a 70 year lifetime, and for a 9 year exposure common in the Hot Spots program risk assessments is demonstrated in Table 2 and Table 3 below. Ignoring for the moment the increased exposures to carcinogens that children experience, the effect of the weighting factors is to increase the lifetime cancer risk by about 2. For risks from shorter exposures, such as the commonly used 9 year exposure scenario, OEHHA proposes to evaluate risk starting at age 0 in the surrounding general population. The weighting factors in this case increase the risk to a larger extent. Depending on the exposure scenario, the use of age-specific distributions for uptake rates for air, food and water would also increase the risk estimates significantly independent of any application of ASFs. This is because the uptake rates for all these media per unit of body weight are higher in children and, especially, infants.

Assessing risks to short-term exposures to carcinogens involves additional uncertainties. The cancer potency factors are generally based on long-term exposures. However, in reality, the local air districts in California are frequently assessing risk from short term activities related to construction, mitigation of contaminated soils, and so forth. OEHHA recommends that when assessing such shorter term projects, the districts assume a minimum of 2 years of exposure and apply the slope factors and the 10 fold ASF to such assessments. Exposure durations longer than 2 years would use the method for the remaining years as noted above.

Table 2. Example of default ASF use for a lifetime exposure (not adjusted for age-specific exposure)

Carcinogen Potency = 1 $(mg/kg\text{-}d)^{-1}$
Exposure = 0.0001 mg/kg-d
No consideration of differences of exposure

No adjustment: Lifetime Risk = potency × dose			Risk
70 year Lifetime risk = 1 × 0.0001			**1.0×10^{-4}**

With proposed default ASF of 10 for birth to age 2 and 3 for age 2 to 16 years: LR = Σ (potency x dose x ASF x fraction of lifetime)	ASF	Duration	Risk
R (birth to age 2 yrs)	10	2/70	0.286×10^{-4}
R (age 2 to 16 yrs)	3	13/70	0.557×10^{-4}
R (age 16 to 70 yrs)	1	55/70	0.786×10^{-4}
70 year Lifetime Risk			**1.6×10^{-4}**

With proposed default ASF of 10 for third trimester to age 2 and 3 for ages 2 to 16 years: LR = Σ (potency x dose x ASF x fraction of lifetime)	ASF	Duration	Risk
R (third trimester to age 2yrs)	10	2.25/70.25	0.320×10^{-4}
R (age 2 to age 16 yrs)	3	13/70.25	0.555×10^{-4}
R (age 16 to 70 yrs)	1	55/70.25	0.783×10^{-4}
70 year Lifetime Risk			**1.66×10^{-4}**

With proposed default ASF of 10 for birth to age 5 and 3 for the ages 5 to 16 years. LR = Σ (potency x dose x ASF x fraction of lifetime)	ASF	Duration	Risk
R (birth to age 5)	10	4/70	0.571×10^{-4}
R (age 5 to 16 yrs)	3	11/70	0.471×10^{-4}
R (age 16 to 70 yrs)	1	55/70	0.786×10^{-4}
70 year Lifetime Risk			**1.8×10^{-4}**

Table 3. Example of default ASF use for a 9-year exposure

Carcinogen Potency = 1 $(mg/kg\text{-}d)^{-1}$
Exposure = 0.0001 mg/kg-d
No consideration of differences of exposure

No adjustment: Total Risk = potency × dose x fraction of lifetime		Duration	Risk
9-year Total Risk		9/70	**0.13×10^{-4}**

With default ASF of 10 for birth to age 2, and 3 thereafter: LR = Σ (potency x dose x ASF x fraction of lifetime)	ASF	Duration	Risk
R (birth to age 2 yrs)	10	2/70	0.286×10^{-4}
R (age 3 to 9 yrs)	3	7/70	0.300×10^{-4}
9 year Total Risk			**0.59×10^{-4}**

With default ASF of 10 for third trimester to age 2 and 3 thereafter: LR = Σ (potency x dose x ASF x fraction of lifetime)	ASF	Duration	Risk
R (third trimester to age 2yrs)	10	2.25/70.25	0.325×10^{-4}
R (age 2 to 9 yrs)	3	7/70.25	0.300×10^{-4}
9 year Total Risk			**0.625×10^{-4}**

With default ASF of 10 to age 5 and 3 thereafter: LR = Σ (potency x dose x ASF x fraction of lifetime)	ASF	Duration	Risk
R (birth to age 5 yrs)	10	4/70	0.571×10^{-4}
R (age 5 to 9 yrs)	3	5/70	0.214×10^{-4}
9 year Total Risk			**0.785×10^{-4}**

U.S.EPA Analysis of the Effect of Age at Exposure on Cancer Potency

U.S. EPA addressed the potential for increased susceptibility to cancer caused by environmental chemicals when the exposure occurs during an early lifestage in "Supplemental Guidance for Assessing Susceptibility from Early-Life Exposure to Carcinogens" (U.S. EPA, 2005b) (referred to henceforth as the Supplemental Guidance). This document is intended to be a companion to the revised "Guidelines for Carcinogen Risk Assessment" (U.S. EPA, 2005a). We present a summary of their analysis, which support the policy decision to weight cancer potency and therefore risk by age-at-exposure. As previously noted, there are several methodological differences between the U.S. EPA analysis and the OEHHA analysis. Of note, in the OEHHA analysis all treatment-related tumors that were observed in a given lifestage exposure experiment were taken into account in estimating cancer potency. Thus in comparing cancer potencies

associated with early life vs. adult exposure, OEHHA compared the total cancer risk associated with exposure during a given lifestage, rather than comparing the risk for cancers at one single site in each lifestage, as the U.S. EPA did. In addition, the age groupings are a bit different in the U.S. EPA analysis than those used by OEHHA in their analysis (described above). For example, prenatal (*in utero*) exposures were not part of the analysis performed by U.S. EPA, and that Agency's analyses did not distinguish between postnatal and juvenile exposures.

U.S. EPA oral exposure cancer risk methodology relies on estimation of the lifetime average daily dose, which can account for exposure factor differences between adults and children (e.g. eating habits and body weight). However, early lifestage susceptibility differences have not been taken into consideration when cancer potency factors were calculated. The Supplemental Guidance document focused on studies that define the potential duration and degree of increased susceptibility that may arise from early-life exposures. An analysis of those studies including a detailed description of the procedures used was published in Barton *et al.* (2005) (included as Appendix I). The criteria used to decide if a study could be included in the quantitative analysis are as follows (excerpted from U.S. EPA, 2005b):

1. Exposure groups at different post-natal ages in the same study or same laboratory, if not concurrent (to control for a large number of potential cross-laboratory experimental variables including pathological examinations),
2. Same strain/species (to eliminate strain-specific responses confounding age-dependent responses),
3. Approximately the same dose within the limits of diets and drinking water intakes that obviously can vary with age (to eliminate dose-dependent responses confounding age-dependent responses),
4. Similar latency period following exposures of different ages (to control for confounding latency period for tumor expression with age-dependent responses), arising from sacrifice at >1 year for all groups exposed at different ages, where early-life exposure can occur up to about 7 weeks. Variations of around 10 to 20% in latency period are acceptable,
5. Postnatal exposure for juvenile rats and mice at ages younger than the standard 6 to 8 week start for bioassays; prenatal (*in utero*) exposures are not part of the current analysis. Studies that have postnatal exposure were included (without adjustment) even if they also involved prenatal exposure,
6. "Adult" rats and mice exposure beginning at approximately 6 to 8 weeks old or older, i.e. comparable to the age at initiation of a standard cancer bioassay (McConnell, 1992). Studies with animals only at young ages do not provide appropriate comparisons to evaluate age-dependency of response (e.g., the many neonatal mouse cancer studies). Studies in other species were used as supporting evidence, because they are relatively rare and the determination of the appropriate comparison ages across species is not simple, and
7. Number of affected animals and total number of animals examined are available or reasonably reconstructed for control, young, and adult groups (i.e., studies reporting only percent response or not including a control group would be excluded unless a reasonable estimate of historical background for the strain was obtainable).

Cancer potencies were estimated from a one-hit model (a restricted form of the Weibull time-to-tumor model), which estimates cumulative incidence for tumor onset. U.S. EPA (2005b) compared the estimated ratio of the cancer potency from early-life exposure to the estimated cancer potency from adult exposure. The general form of the equation for the tumor incidence at a particular dose, [P(dose)] is:

$$P(dose) = 1-[1-P(0)]\exp(-\text{cancer potency}*\text{dose})$$

where P(0) is the incidence of the tumor in controls. The ratio of juvenile to adult cancer potencies at a single site were calculated by fitting this model to the data for each age group. The model fit depended upon the design of the experiment that generated the data. Studies evaluated by U.S. EPA had two basic design types: experiments in which animals were exposed either as juveniles or as adults (with either a single or multiple dose in each period), and experiments in which exposure began either in the juvenile or in the adult period, but once started, continued through life.

The model equations for the first study type are:

$$P_A = P_0 + (1-P_0)\,(1-e^{-m_A \delta_A})$$

$$P_J = P_0 + (1-P_0)\,(1-e^{-m_A e^{\lambda} \delta_J})$$

where A and J refer to the adult and juvenile period, respectively, λ is the natural logarithm of the juvenile:adult cancer potency ratio, P_0 is the fraction of control animals with the particular tumor type being modeled, P_x is the fraction of animals exposed in age period x with the tumor, m_A is the cancer potency, and δ_x is the duration or number of exposures during age period x.

The goal of the model is to determine λ, which is the logarithm of the estimated ratio of juvenile to adult cancer potencies. This serves as a measure of potential susceptibility for early-life exposure.

For the second study type, the model equations take into account that exposures that were initiated in the juvenile period continue through the adult period. The model equations for the fraction of animals exposed only as adults with tumors in this design are the same as in the first study type, but the fraction of animals whose first exposure occurred in the juvenile period is:

$$P_J = P_0 + (1-P_0)\,(1-e^{-m_A e^{\lambda}(\delta_J - \delta_A) - m_A \delta_A})$$

δ_J includes the duration of exposure during the juvenile period and the subsequent adult period.

Parameters in these models were estimated using Bayesian methods and all inferences about the ratios were based on the marginal posterior distribution of λ. A complete description of these procedures (including the potential effect of alternative Bayesian priors that were examined) was published in Barton *et al.* (2005) (Appendix I). This method produced a posterior mean ratio of the early-life to adult cancer potency, which is an estimate of the potential susceptibility of early-life exposure to carcinogens. Ratios of greater or less than one indicate greater or less susceptibility from early-life exposure, respectively.

U.S. EPA reviewed several hundred studies reporting information on 67 chemicals or complex mixtures that are carcinogenic via perinatal exposure. Eighteen chemicals were identified which had animal study designs involving early-life and adult exposures in the same experiment. Of those 18 chemicals, there were overlapping subsets of 11 chemicals involving repeated exposures during early postnatal and adult lifestages and 8 chemicals using acute exposures (usually single doses) at different ages. Those chemicals are listed in Table 4~~Table 4Table 4~~.

Table 4 Chemicals having animal cancer study data available with early-life and adult exposures in the same experiment.

Chemical	Study Type
Amitrole	repeat dosing
Benzidine	repeat dosing
Benzo[a]pyrene (BaP)	acute exposure
Dibenzanthracene (DBA)	acute exposure
Dichlorodiphenyltrichloroethane (DDT)	lifetime exposure, repeat dosing
Dieldrin	lifetime exposure, repeat dosing
Diethylnitrosamine (DEN)	acute exposure, lifetime exposure
Dimethylbenz[a]anthracene (DMBA)	acute exposure
Dimethylnitrosamine (DMN)	acute exposure
Diphenylhydantoin, 5,5-(DPH)	lifetime exposure, repeat dosing
Ethylnitrosourea (ENU)	acute exposure
Ethylene thiourea (ETU)	lifetime exposure, repeat dosing
3-Methylcholanthrene (3-MC)	repeat dosing
Methylnitrosourea (NMU)	acute exposure
Polybrominated biphenyls (PBBs)	lifetime exposure, repeat dosing
Safrole	lifetime exposure, repeat dosing
Urethane	acute exposure, lifetime exposure
Vinyl chloride (VC)	repeat dosing

U.S. EPA calculated the difference in susceptibility between early-life and adult exposure as the estimated ratio of cancer potency at specific sites from early-life exposure over the cancer potency from adult exposure for each of the studies that were determined qualitatively to have appropriate study designs and adequate data. The results were grouped into four categories: 1) mutagenic chemicals administered by a chronic dosing regimen to adults and repeated dosing in the early postnatal period (benzidine, diethylnitrosamine, 3-methylcholanthrene, safrole, urethane and vinyl chloride); 2) chemicals without positive mutagenicity data administered by a chronic dosing regimen to adults and repeated dosing in the early postnatal period (amitrole, dichlorodiphenyltrichloroethane (DDT), dieldrin, ethylene thiourea, diphenylhydantoin, polybrominated biphenyls); 3) mutagenic chemicals administered by an acute dosing regimen

(benzo[*a*]pyrene, dibenzanthracene, diethylnitrosamine, dimethylbenzanthracene, dimethylnitrosamine, ethylnitrosourea, methylnitrosourea and urethane); 4) chemicals with or without positive mutagenicity data with chronic adult dosing and repeated early postnatal dosing.

The acute dosing animal cancer studies were considered qualitatively useful by U.S. EPA because they involve identical exposures with defined doses and time periods demonstrating that differential tumor incidences arise exclusively from age-dependent susceptibility. However, they were not used to derive a quantitative cancer potency factor age adjustment, primarily because most of the studies used subcutaneous or intraperitoneal injection as a route of exposure. These methods have not been considered quantitatively relevant routes of environmental exposure for human cancer risk assessment by U.S. EPA, for reasons including the fact that these routes of exposure are expected to have a partial or complete absence of first pass metabolism which could affect potency estimates. Additionally, U.S. EPA decided that cancer potency estimates are usually derived from chronic exposures, and therefore, any adjustment to those potencies should be from similar exposures.

The repeated dosing studies with mutagenic chemicals using exposures during early postnatal and adult lifestages were used to develop a quantitative cancer potency factor age adjustment. Studies with repeated early postnatal exposure were included in the analysis even if they also involved earlier maternal and/or prenatal exposure, while studies addressing only prenatal exposure were not used in the analysis. The weighted geometric mean susceptibility ratio (juvenile to adult) for repeated and lifetime exposures in this case was 10.4 (range 0.12 – 111, 42% of ratios greater than 1).

USEPA suggests the use of age-dependent-adjustment factors (ADAF) for chemicals acting through a mutagenic mode of action., based on the results of the preceding analysis, which concluded that cancer risks generally are higher from early-life exposure than from similar exposure doses and durations later in life:

1. For exposures before 2 years of age (i.e., spanning a 2-year time interval from the first day of birth until a child's second birthday), a 10-fold ADAF.

2. For exposures between 2 and <16 years of age (i.e., spanning a 14-year time interval from a child's second birthday until their sixteenth birthday), a 3-fold ADAF.

3. For exposures after turning 16 years of age, no adjustment (ADAF=1).

The ADAF of 10 used for the 0 – 2 years of age range is approximately the weighted geometric mean cancer potency ratio from juvenile versus adult exposures in the repeated dosing studies. U.S. EPA considered this period to display the greatest toxicokinetic and toxicodynamic differences between children and adults. Data were not available to calculate a specific dose-response adjustment factor for the 2 to <16-year age range, so EPA selected an ADAF of 3 because it was half the logarithmic scale difference between the 10-fold adjustment for the first two years of life and no adjustment (*i.e.*, 1-fold) for adult exposure. The ADAF of 3 represents an intermediate level of adjustment applied after 2 years of age through <16 years of age. The upper age limit (16 years of age) reflects the end of puberty and the attainment of a final body height. U.S. EPA recognizes that the use of a weighted geometric mean of the available study

data to develop an ADAF for cancer potencies may either overestimate or underestimate the actual early-life cancer potency for specific chemicals, and therefore emphasizes in the Supplemental Guidance that chemical-specific data should be used in preference to these default adjustment factors whenever such data are available.

U.S. EPA is recommending the ADAFs described above only for mutagenic carcinogens, because the data for non-mutagenic carcinogens were considered to be too limited and the modes of action too diverse to use this as a category for which a general default adjustment factor approach can be applied. OEHHA considers this approach to be insufficiently health protective. There is no obvious reason to suppose that the toxicokinetics of non-mutagens would be systematically different from those of mutagens. It would also be inappropriate to assume by default that non-mutagenic carcinogens are assumed to need a toxicodynamic correction factor of 1. Most if not all of the factors that make individuals exposed to carcinogens during an early-lifestage potentially more susceptible than those individuals exposed during adulthood also apply to non-mutagenic carcinogen exposures (*e.g.*, rapid growth and development of target tissues, potentially greater sensitivity to hormonal carcinogens, differences in metabolism). It should also be noted that carcinogens that do not cause gene mutations may still be genotoxic by virtue of causing chromosomal damage. Additionally, many carcinogens do not have adequate data available for deciding on a specific mode of action, or do not necessarily have a single mode of action. For these reasons, OEHHA will apply the default cancer potency factor age adjustments described above to all carcinogens unless data are available which allow for the development of chemical-specific cancer potency factor age adjustments. In those cases, an agent-specific model of age dependence (based on observational or experimental data) might be used, or alternative (larger or smaller) adjustment factors and age ranges may be applied where understanding of the mechanism of action and target tissues makes this appropriate.

Other Source Documents for Cancer Risk Assessment Guidance

As noted previously, the cancer potencies and unit risks tabulated in this technical support document have been developed by various programs over a number of years. The methods used therefore necessarily varied according to the date of the assessment and the program responsible. The following section summarizes the sources and procedures most commonly applied, and their historical context where this is apposite.

United States Environmental Protection Agency (U.S. EPA)

The U.S. EPA was one of the first regulatory agencies to develop and apply cancer risk assessment methodology. Their guidance documents and technical publications have been influential for many programs, including the California Air Toxics (Toxic Air Contaminants and Hot Spots) programs.

Guidelines for Carcinogen Risk Assessment (U.S. EPA, 1986)

Prior to the more recent guidelines updating project which, after nearly ten years of internal and public review drafts culminated in the 2005 final revision (see below), U.S. EPA carcinogen risk assessment procedures were generally as described in Anderson *et al.* (1983) and "Guidelines for Carcinogen Risk Assessment" (U.S. EPA, 1986). These methods, which are outlined below, were used to calculate the Integrated Risk Information System (IRIS) cancer potency values, some of which are cited in this document. U.S. EPA has always indicated that cancer risk estimates based on adequate human epidemiologic data are preferred if available over estimates based on animal data. Although the newer guidelines offer alternative methods for dose-response analysis of animal bioassays, and updated consideration of specific topics such as lifestage-related differences in sensitivity, and mechanism of action for some types of carcinogen, the underlying principles, and many of the specific procedures developed in these original guidelines are still applicable and in use.

U.S. EPA Calculation of Carcinogenic Potency Based on Animal Data

In extrapolating low-dose human cancer risk from animal carcinogenicity data, it is generally assumed that most agents that cause cancer also damage DNA, and that the quantal type of biological response characteristic of mutagenesis is associated with a linear non-threshold dose-response relationship. U.S. EPA stated that the risk assessments made with this model should be regarded as conservative, representing the most plausible upper limit for the risk. The mathematical expression used by U.S. EPA in the 1986 guidelines to describe the linear non-threshold dose-response relationship at low doses is the linearized multistage procedure developed by Crump (1980). This model is capable of fitting almost any monotonically increasing dose-response data, and incorporates a procedure for estimating the largest possible linear slope at low extrapolated doses that is consistent with the data at all experimental dose levels. A description of the linearized multistage procedure has been provided above (page 292928). U.S. EPA used an updated version (GLOBAL86, Howe *et al.*, 1986) of the computer program GLOBAL79 developed by Crump and Watson (1979) to calculate the point estimate and the 95% upper confidence limit of the extra risk $A(d)$.

U.S. EPA separated tumor incidence data according to organ sites or tumor types. The incidence of benign and malignant tumors was combined whenever scientifically defensible. U.S. EPA considered this incidence combination scientifically defensible unless the benign tumors are not considered to have the potential to progress to the associated malignancies of the same histogenic origin. The primary comparison in carcinogenicity evaluation is tumor response in dosed animals as compared to contemporary matched control animals. However, U.S. EPA stated that historical control data could be used along with concurrent control data in the evaluation of carcinogenic responses, and notes that for the evaluation of rare tumors, even small tumor responses may be significant compared to historical data. If several data sets (dose and tumor incidence) are available (different animal species, strains, sexes, exposure levels, exposure routes) for a particular chemical, the data set used in the model was the set where the incidence is statistically significantly higher than the control for at least one test dose level and/or where the tumor incidence rate shows a statistically significant trend with respect to dose level. The data set generating the highest lifetime cancer risk estimate (q_1^*) was chosen where appropriate. An example of an inappropriate data set would be a set which generates an artifactually high risk estimate because of a very small number of animals used. If there are 2 or more data sets of comparable size for a particular chemical that are identical with respect to species, strain, sex and tumor sites, the geometric mean of q_1^* estimated from each of those data sets was used for risk estimation. U.S. EPA assumed that mg/surface area/day is an equivalent dose between species. Surface area was further assumed to be proportional to the 2/3 power of the weight of the animal in question. Equivalent dose was therefore computed using the following relationship:

$$\mathrm{d} = \frac{l_e * m}{L_e * W^{2/3}}$$

where L_e = experimental duration, l_e = exposure duration, m = average dose (mg/day) and W = average animal weight. Default average body weights for humans, rats and mice are 70, 0.35 and 0.03 kg, respectively.

Exposure data expressed as ppm in the diet were generally converted to mg/day using the relationship $m = \text{ppm} * F * r$, where ppm is parts per million of the chemical in the diet, F is the weight of the food consumed per day in kg, and r is the absorption fraction (assumed to be 1 in the absence of data indicating otherwise). The weight of food consumed, calories required, and animal surface area were generally all considered to be proportional to the 2/3 power of the animal weight, so:

$$m \propto \text{ppm} * W^{2/3} * r, \text{ or } \quad \frac{m}{rW^{2/3}} \propto \text{ppm}$$

The relationship could lead to the assumption that dietary ppm is an equivalent exposure between species. However, U.S. EPA did not believe that this assumption is justified, since the calories/kg food consumed by humans is significantly different from that consumed by laboratory animals (primarily due to differences in moisture content). An empirically derived food factor, $f = F/W$ was used, which is the fraction of a species' body weight consumed per day as food. U.S. EPA (1986) gave the f values for humans, rats and mice as 0.028, 0.05 and 0.13, respectively.

Dietary exposures expressed as concentrations in ppm were converted to mg/surface area using the following relationship:

$$\frac{m}{r * W^{2/3}} = \frac{\text{ppm} * F}{W^{2/3}} = \frac{\text{ppm} * f * W}{W^{2/3}} = \text{ppm} * f * W^{2/3}$$

Exposures expressed as mg/kg/day ($m/Wr = s$) were converted to mg/surface area using the relationship:

$$\frac{m}{rW^{2/3}} = s * W^{2/3}$$

The calculation of dose when exposure is via inhalation was performed for cases where 1) the chemical is either a completely water-soluble gas or aerosol and is absorbed proportionally to the amount of inspired air, or 2) where the chemical is a partly water-soluble gas which reaches an equilibrium between the inspired air and body compartments. After equilibrium is attained, the rate of absorption is proportional to metabolic rate, which is proportional to the rate of oxygen consumption, which is related to surface area.

Exposure expressed as mg/day to completely water-soluble gas or aerosols can be calculated using the expression $m = I * v * r$, where I is the inspiration rate/day in m^3, v is the concentration of the chemical in air (mg/m^3), and r is the absorption fraction (assumed to be the same for all species in the absence of data to the contrary; usually 1). For humans, the default inspiration rate of 20 m^3 has been adopted. Inspiration rates for 113 g rats and 25 g mice have been reported to be 105 and 34.5 liters/day, respectively. Surface area proportionality can be used to determine inspiration rate for rats and mice of other weights; for mice, $I = 0.0345\ (W / 0.025)^{2/3}\ m^3/day$; for rats, $I = 0.105\ (W / 0.113)^{2/3}\ m^3/day$. The empirical factors for air intake/kg/day (i) for humans, rats and mice are 0.29, 0.64 and 1.3, respectively. Equivalent exposures in mg/surface area can be calculated using the relationship:

$$\frac{m}{W^{2/3}} = \frac{Ivr}{W^{2/3}} = \frac{iWvr}{W^{2/3}} = iW^{1/3}vr$$

Exposure expressed as mg/day to partly water-soluble gases is proportional to surface area and to the solubility of the gas in body fluids (expressed as an absorption coefficient r for that gas). Equivalent exposures in mg/surface area can be calculated using the relationships $m = kW^{2/3} * v * r$, and $d = m/W^{2/3} = kvr$. The further assumption is made that in the case of route-to-route extrapolations (e.g., where animal exposure is via the oral route, and human exposure is via inhalation, or vice versa), unless pharmacokinetic data to the contrary exist, absorption is equal by either exposure route.

Adjustments were made for experimental exposure durations shorter than the lifetime of the test animal; the slope q_1^* was increased by the factor $(L/L_e)^3$, where L is the normal lifespan of the experimental animal and L_e is the duration of the experiment. This assumed that if the average dose d is continued, the age-specific rate of cancer will continue to increase as a constant function of the background rate. Since age-specific rates for humans increase by at least the 2nd power of the age, and often by a considerably higher power (Doll, 1971), there is an expectation

that the cumulative tumor rate, and therefore q_1^*, will increase by at least the 3rd power of age. If the slope q_1^* is calculated at age L_e, it would be expected that if the experiment was continued for the full lifespan L at the same average dose, the slope q_1^* would have been increased by at least $(L/L_e)^3$.

U.S. EPA Calculation of Carcinogenic Potency Based on Human Data

U.S. EPA stated that existing human epidemiologic studies with sufficiently valid exposure characterization are always used in evaluating the cancer potency of a chemical. If they showed a carcinogenic effect, the data were analyzed to provide an estimate of the linear dependence of cancer rates on lifetime cancer dose (equivalent to the factor q_1^*). If no carcinogenic effect was demonstrated and carcinogenicity had been demonstrated in animals, then it was assumed that a risk does exist, but it is smaller than could have been observed in the epidemiologic study. An upper limit of cancer incidence was calculated assuming that the true incidence is just below the level of detection in the cohort studied, which is largely determined by the cohort size. Whenever possible, human data are used in preference to animal data. In human epidemiologic studies, the response is measured as the relative risk of the exposed cohort of individuals compared to the control group. The excess risk ($R(X)$ - 1, where $R(X)$ is relative risk) was assumed to be proportional to the lifetime average exposure X, and to be the same for all ages. The carcinogenic potency is then equal to $[R(X) - 1]/X$ multiplied by the lifetime risk at that site in the general population. According to this original procedure, the confidence limit for the excess risk was not usually calculated: this decision was ascribed to the difficulty in accounting for inherent uncertainty in the exposure and cancer response data. More recent assessments have taken the opposite view and attempted to calculate and characterize this uncertainty by determining confidence limits, *inter alia*.

Guidelines for Carcinogen Risk Assessment (U.S. EPA, 2005a)

U.S. EPA revised its "Guidelines for Carcinogen Risk Assessment" (referred to henceforth as the "U.S. EPA Guidelines") in 2005. Compared to the 1986 version of this document, more emphasis is placed on establishing a "mode of action" (MOA). The following excerpt provides a definition of this term:

> "The term "mode of action" is defined as a sequence of key events and processes, starting with interaction of an agent with a cell, proceeding through operational and anatomical changes, and resulting in cancer formation. A "key event" is an empirically observable precursor step that is itself a necessary element of the mode of action or is a biologically based marker for such an element. Mode of action is contrasted with "mechanism of action," which implies a more detailed understanding and description of events, often at the molecular level, than is meant by mode of action".

Cancer risk assessments performed under the prior U.S. EPA Guidelines sometimes included a MOA description. However, the 1986 U.S. EPA Guidelines did not explicitly mandate the development of a MOA description in cancer risk assessments.

The MOA information is then used to govern how a cancer risk assessment shall proceed. Tumor incidence data sets arising from a MOA judged to be not relevant to humans are not used

to extrapolate a cancer potency factor. If an MOA cannot be determined or is determined to have a low-dose linear dose-response and a nonmutagenic MOA, then a linear extrapolation method is used to develop a cancer potency factor. The same linear extrapolation is used for all lifestages, unless chemical specific information on lifestage or population sensitivity is available. Carcinogens that act via an MOA judged to have a nonlinear low-dose dose response are modeled using MOA data, or the RfD/RfC risk assessment method is used as a default. Adjustments for susceptible lifestages or populations are to be performed as part of the risk assessment process.

If a carcinogen is deemed to act via a mutagenic MOA, then the data from the MOA analysis is evaluated to determine if chemical-specific differences between adults and juveniles exist and can be used to develop a chemical-specific risk estimate incorporating lifestage susceptibility. If this cannot be done, then early-life susceptibility is assumed, and age-dependent adjustment factors (ADAFs) are applied as appropriate to develop risk estimates. In cases where it is not possible to develop a toxicokinetic model to perform cross-species scaling of animal tumor data sets which arise from oral exposures, the U.S. EPA Guidelines state that administered doses should be scaled from animals to humans on the basis of equivalence of $mg/kg^{3/4}$-d (milligrams of the agent normalized by the 3/4 power of body weight per day). This is a departure from the 1986 U.S. EPA guidelines, which used a 2/3 power of body weight normalization factor. Other adjustments for dose timing, duration and route are generally assumed to be handled in similar fashion to that described for the 1986 guidelines, although of course updated parameter values would be used where available.

The 2005 U.S. EPA Guidelines also use benchmark dose methodology (described above, page 27) to develop a "point-of departure" (POD) from tumor incidence data. For linear extrapolation, the POD is used to calculate a cancer potency factor, and for nonlinear extrapolation the POD is used in the calculation of a reference dose (RfD) or reference concentration (RfC).

It should be noted that none of the cancer potency factors listed in this document were obtained from U.S. EPA risk assessments performed under the 2005 U.S. EPA Guidelines. All U.S. EPA IRIS cancer potency values contained in this document were obtained from risk assessments using the 1986 U.S. EPA Guidelines.

Office of Environmental Health Hazard Assessment (OEHHA), California Environmental Protection Agency

The cancer risk assessment procedures originally used by the Office of Environmental Health Hazard Assessment (OEHHA) are outlined in "Guidelines for Chemical Carcinogen Risk Assessments and their Scientific Rationale" (referred to below as the Guidelines) (CDHS, 1985). These procedures were generally used in generating Toxic Air Contaminant (TAC) cancer potency values, standard Proposition 65 cancer potency values and Public Health Goal (PHG) cancer potency values. Expedited Proposition 65 cancer potency values depart somewhat from those procedures and are discussed separately below.

OEHHA cancer risk assessment methodology as described by CDHS (1985) generally resembled that used at that time by U.S. EPA (Anderson *et al.*, 1983; U.S. EPA, 1986). OEHHA risk

assessment practice similarly reflects the evolution of the technical methodology (e.g. as described in U.S. EPA, 2005a) since the original guidelines were published. The basic principles and procedures described below are still considered applicable. More recent additions to OEHHA cancer risk assessment methods such as the use of benchmark dose methodologies and early-lifestage cancer potency adjustments are discussed above. The Guidelines state that both animal and human data, when available, should be part of the dose-response assessment.

OEHHA Calculation of Carcinogenic Potency Based on Animal Data

The procedures used to extrapolate low-dose human cancer risk from animal carcinogenicity data assumed that a carcinogenic change induced in a cell is transmitted to successive generations of cell descendents, and that the initial change in the cell is an alteration (e.g. mutation, rearrangement, etc.) in the cellular DNA. Non-threshold models are used to extrapolate to low-dose human cancer risk from animal carcinogenicity data.

Several models were proposed for extrapolating low-dose human cancer risk from animal carcinogenicity data in the original Guidelines. These models include the Mantel-Bryan method (log-probit model), the one-hit model, the linearized multistage procedure, the gamma multihit model, and a number of time-to-tumor models. The Guidelines stated that time-to-tumor models (i.e., a Weibull-in-time model) should be used for low-dose extrapolation in all cases where supporting data are available, particularly when survival is poor due to competing toxicity. However, the Guidelines also noted the difficulty of determining the actual response times in an experiment. Internal tumors are generally difficult to detect in live animals and their presence is usually detected only at necropsy. Additionally, use of these models often requires making the determination of whether a tumor was the cause of death, or was found only coincidentally at necropsy when death was due to other causes. Further, competing causes of death, such as chemical toxicity, may decrease the observed time-to-tumor for nonlethal cancers by allowing earlier necropsy of animals in higher dose groups. The linearized multistage (LMS) procedure was noted as being an appropriate method for dose extrapolation in most cases, with the primary exception being a situation in which sufficient empirical data are available to indicate a dose-response curve of a "quasi-threshold" type (e.g., flat for two or three dose levels, then curving sharply upwards). In this case, the LMS procedure may underestimate the number of stages and overestimate the low-dose risks. In this case, the gamma multihit model was suggested as being a potential alternative. The Mantel-Bryan model was described as having little biological basis as applied to carcinogenesis, and being likely to underestimate risks at low doses. The Guidelines stated that this model should not be used for low dose extrapolation. More recent practice has departed from these original guidelines in some respects, for instance by experimenting with cell-proliferation based models in a few cases: however the LMS model remained the preferred extrapolation model for most purposes. Some of the difficulties in achieving a satisfactory fit to tumor incidence data were found to be alleviated by application of toxicokinetic models and use of an internal rather than applied dose metric with the LMS model. This has resulted in the alternative models originally advocated (Gamma multihit, Mantel-Bryan) being mostly abandoned. As noted above (Dose-Response Assessment, page 23), the use of allegedly biologically based statistical models such as LMS has fallen from favor in recent years, and benchmark dose methodology has become the preferred method for extrapolating cancer potency values from animal cancer incidence data. However, it should also be noted that results

generated by the LMS model and benchmark dose methodology from the same data set are often quite similar.

The 1985 Guidelines stated that both animal and human data, when available, should be part of the dose-response assessment. Although preference was given to human data when these were of adequate quality, animal studies may provide important supporting evidence. Low-dose extrapolation of human cancer risk from animal carcinogenicity data was generally based on the most sensitive site, species and study demonstrating carcinogenicity of a particular chemical, unless other evidence indicates that the data set in question is not appropriate for use. Where both benign and malignant tumors are induced at the same site and the benign tumors are considered to have the potential to progress to malignant tumors, the incidence data for both types of tumors could be combined to form the basis for risk assessment. Pharmacokinetic data on chemical metabolism, effective dose at target site, or species differences between laboratory test animals and humans were considered in dose-response assessments when available. In performing exposure scaling from animals to humans, the "surface area" correction (correcting by the 2/3 power of body weight) was used unless specific data indicates that this should not be done. The Guidelines assumed that in the absence of evidence to the contrary, chemicals that cause cancer after exposure by ingestion will also cause cancer after exposure by inhalation, and vice versa. These original proposals have continued in use with little change except that currently, TAC and PHG cancer potency factor calculations use a 3/4 power of body weight correction for interspecies scaling, in line with current U.S. EPA practice. The standard Proposition 65 cancer potency factor calculations still use a 2/3 power correction because the cancer potency calculation method is specified in regulation (California Health and Safety Code 25249.5 *et seq.*).

Cancer unit risk factors [in units of $(\mu g/m^3)^{-1}$]have been calculated from cancer potency factors [in units of $(mg/kg\text{-}day)^{-1}$] using the following relationship:

$$UR = \frac{CPF * 20\ m^3}{70\ kg\ *\ CV}$$

where UR is the cancer unit risk, CPF is the cancer potency factor, 70 kg is the reference human body weight, 20 m^3 is the reference human inspiration rate/day, and CV is the conversion factor from mg to µg (= 1000). The cancer unit risk describes the excess cancer risk associated with an inhalation exposure to a concentration of 1 $\mu g/m^3$ of a given chemical; the cancer potency factor describes the excess cancer risk associated with exposure to 1 mg of a given chemical per kilogram of body weight.

It should be noted that although this default method is still used in deriving published cancer unit risk values, for site-specific risk assessments age-appropriate distributions and percentile values are used in the current version of the Hot Spots exposure assessment document. Where exposure to children occurs (as it does in most exposures to the general population surrounding a source site) it is also necessary to apply the age-specific adjustment factors for the appropriate durations in accordance with the guidance offered above (Page 30 *et seq.*).

OEHHA Calculation of Carcinogenic Potency Based on Human Data

Human epidemiologic studies with adequate exposure characterization are used to evaluate the cancer potency of a chemical. If they show a carcinogenic effect, the data are analyzed to provide an estimate of the linear dependence of cancer rates on lifetime cancer dose. The 1985 Guidelines stated that with continuous exposure, age-specific incidence continues to increase as a power function (e.g., t^3 or t^4) of the elapsed time since initial exposure. Lifetime risks can be estimated by applying such a power function to the observed data and extrapolating beyond the actual followup period. OEHHA has generally undertaken the calculation of study power and confidence bounds on the potency estimate as important tools to establish the credibility of the estimate obtained and in comparing this with other estimates (from other human studies or from animal data). Due to the diversity in quality and type of epidemiological data, the specific approaches used in OEHHA risk assessments based on human epidemiologic studies vary on a case by case basis rather than following explicit general guidelines. Examples of the methods used can be observed in the Toxic Air Contaminant documents (these documents are listed in Appendix D: the methods used are described in the compound summaries provided in Appendix B).

Expedited Proposition 65 Cancer Risk Assessment Methodology

Expedited cancer potency values developed for several agents listed as carcinogens under Proposition 65 (California Health and Safety Code 25249.5 *et seq.*) were derived from selected animal carcinogenicity data sets of the Carcinogenic Potency Database (CPDB) of Gold *et al.* (1984, 1986, 1987, 1989, 1990, 1997) using default procedures specified in the administrative regulations for Proposition 65 (Title 22 California Code of Regulations [CCR] 12703). OEHHA hazard assessments usually describe all relevant data on the carcinogenicity (including dose-response characteristics) of the chemical under examination, followed by an evaluation of any pharmacokinetic and mechanistic (e.g. genotoxicity) data. An evaluation of the data set for the chemical may indicate that adjustments in target dose estimates or use of a dose response model different from the default are appropriate. The procedure used to derive expedited Proposition 65 cancer potency values differs from the usual methodology in two ways. First, it relies on cancer dose response data evaluated and extracted from the original literature by Gold *et al.* Second, the choice of a linearized multistage procedure for generating cancer potency values is automatic, and pharmacokinetic adjustments are not performed. The methods used to develop expedited cancer potency values incorporate the following assumptions:

1. The dose response relationship for carcinogenic effects in the most sensitive species tested is representative of that in humans.
2. Observed experimental results can be extrapolated across species by use of the interspecies factor based on "surface area scaling."
3. The dose to the tissue giving rise to a tumor is assumed to be proportional to the administered dose.
4. The linearized multistage polynomial procedure can be used to extrapolate potency outside the range of experimental observations to yield estimates of "low" dose potency.
5. Cancer risk increases with the third power of age.

The Carcinogenic Potency Database of Gold *et al.* (1984, 1986, 1987, 1989, 1990) contains the results of more than 4000 chronic laboratory animal experiments on 1050 chemicals by combining published literature with the results of Federal chemical testing programs (Technical Reports from the Carcinogenesis Bioassay Program of the National Cancer Institute (NCI)/National Toxicology Program (NTP) published prior to June 1987). The published literature was searched (Gold *et al.*, 1984) through the period December 1986 for carcinogenicity bioassays; the search included the Public Health Service publication "Survey of Compounds Which Have Been Tested for Carcinogenic Activity" (1948-1973 and 1978), monographs on chemical carcinogens prepared by the International Agency for Research on Cancer (IARC) and Current Contents. Also searched were Carcinogenesis Abstracts and the following journals: British Journal of Cancer, Cancer Letters, Cancer Research, Carcinogenesis, Chemosphere, Environmental Health Perspectives, European Journal of Cancer, Food and Cosmetics Toxicology, Gann, International Journal of Cancer, Journal of Cancer Research and Clinical Oncology (formerly Zeitschrift fur Krebsforschung und Klinische Onkologie), Journal of Environmental Pathology and Toxicology, Journal of Toxicology and Environmental Health, Journal of the National Cancer Institute, and Toxicology and Applied Pharmacology. Studies were included in the database if they met the following conditions:

1. The test animals were mammals.
2. Chemical exposure was started early in life (100 days of age or less for hamsters, mice and rats).
3. Route of administration was via the diet, drinking water, gavage, inhalation, intravenous injection or intraperitoneal injection.
4. The test chemical was administered alone (not in combination with other chemicals).
5. Chemical exposure was chronic (*i.e.*, duration of exposure was at least one-fourth the standard lifespan for that species), with not more than 7 days between exposures.
6. The experiment duration was at least half the standard lifespan for the species used.
7. The study design included a control group and at least 5 animals/exposure group.
8. No surgical interventions were performed.
9. Pathology data were reported for the number of animals with tumors (not total number of tumors).
10. All results reported were original data (not analysis of data reported by other authors).

Included in their data set tabulations are estimates of average doses used in the bioassay, resulting tumor incidences for each of the dose levels employed for sites where significant responses were observed, dosing period, length of study and histopathology. Average daily dose levels were calculated assuming 100% absorption. Dose calculations follow procedures similar to those of Cal/EPA and U.S. EPA; details on methods used and standard values for animal lifespans, body weights, and diet, water and air intake are listed in Gold *et al.* (1984). OEHHA (1992) reviewed the quality assurance, literature review, and control procedures used in compiling the data and found them to be sufficient for use in an expedited procedure. Cancer potency estimates were derived by applying the mathematical approach described in the section below to dose response data in the Gold *et al.* database.

The following criteria were used for data selection:

1. Data sets with statistically significant increases in cancer incidence with dose ($p \leq 0.05$) were used. (If the authors of the bioassay report considered a statistically significant result to be unrelated to the exposure to the carcinogen, the associated data set was not used.)
2. Data sets were not selected if the endpoint was specified as "all tumor-bearing animals" or results were from a combination of unrelated tissues and tumors.
3. When several studies were available, and one study stood out as being of higher quality due to numbers of dose groups, magnitude of the dose applied, duration of study, or other factors, the higher quality study was chosen as the basis for potency calculation if study results were consistent with those of the other bioassays listed.
4. When there were multiple studies of similar quality in the sensitive species, the geometric mean of potencies derived from these studies was taken. If the same experimentalists tested two sexes of the same species/strain under the same laboratory conditions, and no other adequate studies were available for that species, the data set for the more sensitive sex was selected.
5. Potency was derived from data sets that tabulate malignant tumors, combined malignant and benign tumors, or tumors that would have likely progressed to malignancy.

Cancer potency was defined as the slope of the dose response curve at low doses. Following the default approach, this slope was estimated from the dose response data collected at high doses and assumed to hold at very low doses. The Crump linearized multistage polynomial (Crump *et al.*, 1977) was fit to animal bioassay data:

$$\text{Probability of cancer} = 1 - \exp[-(q_0 + q_1 d + q_2 d^2 + \ldots)]$$

Cancer potency was estimated from the upper 95 % confidence bound on the linear coefficient q_1, which is termed q_1^*.

For a given chemical, the model was fit to a number of data sets. As discussed in the section above, the default was to select the data for the most sensitive target organ in the most sensitive species and sex, unless data indicated that this was inappropriate. Deviations from this default occur, for example, when there are several bioassays or large differences exist between potency values calculated from available data sets.

Carcinogenicity bioassays using mice and/or rats will often use an exposure duration of approximately two years. For standard risk assessments, this is the assumed lifespan for these species. Animals in experiments of shorter duration are at a lower risk of developing tumors than those in the standard bioassay; thus potency is underestimated unless an adjustment for experimental duration is made. In estimating potency, short duration of an experiment was taken into account by multiplying q_1^* by a correction factor equal to the cube of the ratio of the assumed standard lifespan of the animal to the duration of the experiment (T_e). This assumes that the cancer hazard would have increased with the third power of the age of the animals had they lived longer:

$$q_{animal} = q_1^* * (104 \text{ weeks}/T_e)^3$$

In some cases excess mortality may occur during a bioassay, and the number of initial animals subject to late occurring tumors may be significantly reduced. In such situations, the above described procedure can, at times, significantly underestimate potency. A time-dependent model fit to individual animal data (i.e., the data set with the tumor status and time of death for each animal under study) may provide better potency estimates. When Gold *et al.* indicated that survival was poor for a selected data set, a time-dependent analysis was attempted if the required data were available in the Tox Risk (Crump *et al.*, 1991) data base. The Weibull multistage model (Weibull-in-time; multistage-in-dose) was fit to the individual animal data.

To estimate human cancer potency, q_{animal} values derived from bioassay data were multiplied by an interspecies scaling factor (K; the ratio of human body weight (bw_h) to test animal body weight (bw_a), taken to the 1/3 power (Anderson *et al.*, 1983)):

$$K = (bw_h/bw_a)^{1/3}$$

Thus, cancer potency = $q_{human} = K * q_{animal}$

Chemical-specific Descriptions of Cancer Potency Value Derivations

Unit Risk and potency values for chemicals whose cancer potency values were obtained from Toxic Air Contaminant documents, standard or expedited Proposition 65 documents, U.S. EPA's Integrated Risk Information System (IRIS) documents and Health Effects Assessment Summary Table (HEAST) entries, or from other documents prepared by OEHHA's Air Toxicology and Epidemiology Branch or Pesticide and Environmental Toxicology Branch are presented in Appendix A. Information summaries for these chemicals are presented in Appendix B.

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U.S. Department of Housing and Urban Development
Office of Community Planning and Development

The Noise Guidebook

Item No. E.2

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The Noise Guidebook

A Reference Document for Implementing the Department of Housing and Urban Development's Noise Policy

Prepared By The Environmental Planning Division,
Office of Environment and Energy

For sale by the Superintendent of Documents, U.S. Government Printing Office Washington, D.C. 20402

Item No. E.2 -1012-

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Preface

Introduction

This *Noise Guidebook* has been prepared to serve as the basic reference document for all HUD field staff who are responsible for implementing the Department's noise policy. It brings together in one place all the various reports, informational papers and other items that have been put out by the Department over the past several years. It also contains several new items designed to make your job easier.

This *Guidebook* is designed to serve not only the experienced HUD staff member but also the new employee or the old employee who is new to the noise field. Because of this, the *Guidebook* contains some fairly basic background material as well as quizzes and other material specifically geared for the "learner."

Chapter 1

Basic Overview of the Environmental Noise Problem

Introduction

Background

Definition and Scope of the Noise Problem

The air around us is constantly filled with sounds, yet most of us would probably not say we are surrounded by noise. What then is the difference between ordinary sound and what we call noise? The traditional definition of noise is that it is "unwanted sound." Sound becomes unwanted when it either interferes with our normal activities such as sleeping, conversation or recreation, when it causes actual physical harm such as hearing loss or has adverse effects on mental health. As we have become a more urbanized country and as technology has advanced, the level of sound in our environment has reached the point when it sometimes does cause interference and does cause physical and psychological harm, and thus we have developed a noise problem. (See Figure 1 for a listing of common sounds.)

The dimensions of the noise problem have grown larger and larger over the past few decades. In its 1979 Annual Report, The Council on Environmental Quality stated that "nearly half the US population is regularly exposed to levels of noise that interfere with ...normal activities" and about "1 in 10 ...are exposed to noises of duration and intensity sufficient to cause a permanent reduction in their ability to hear."

Figure 1
Common Sounds
Basic Theory: Common Sounds in Decibels (dB)

Some common, easily recognized sounds are listed below in order of increasing sound intensity levels in decibels. The sound levels shown for occupied rooms are typical general activity levels only and do *not* represent criteria for design.

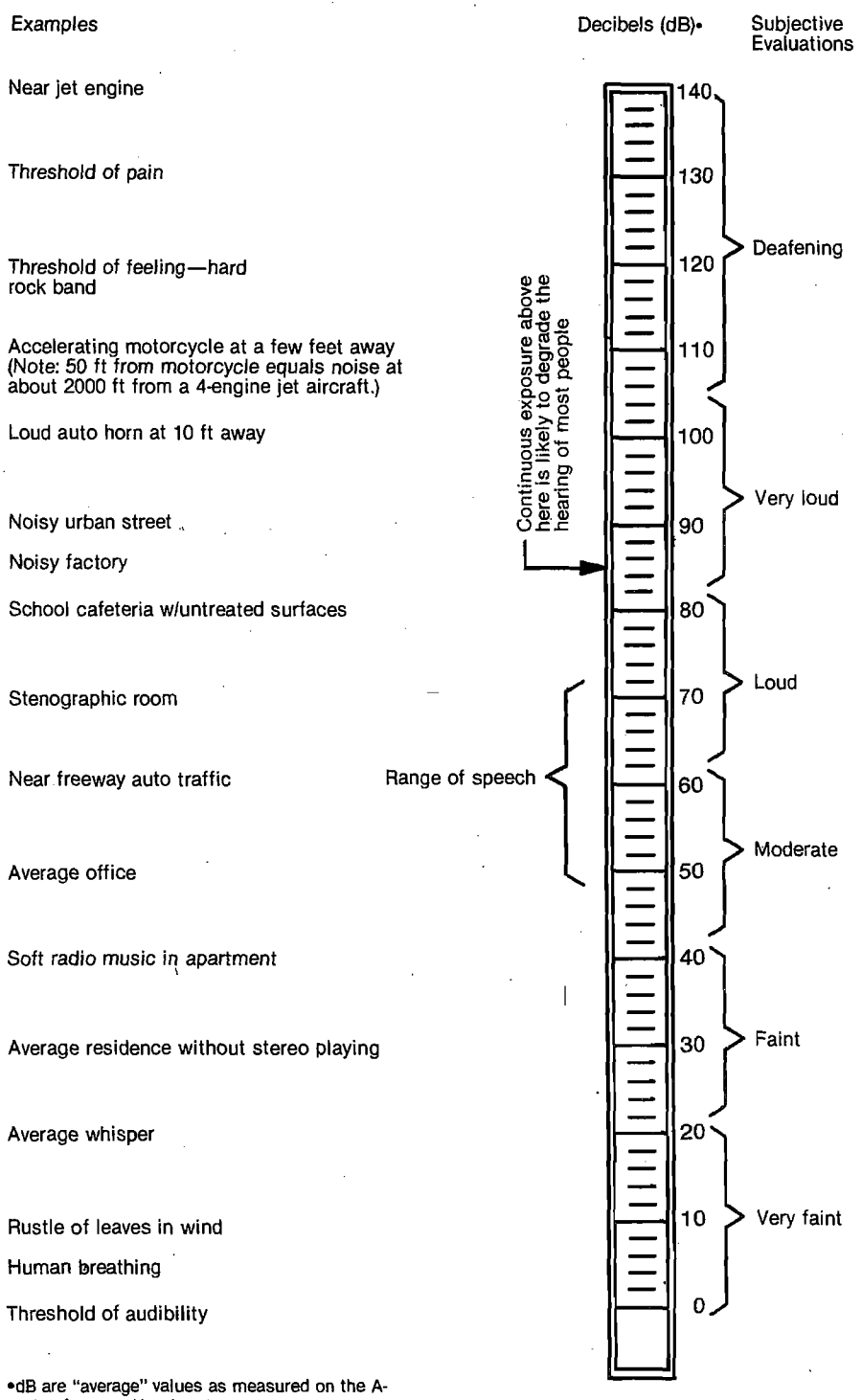

•dB are "average" values as measured on the A-scale of a sound-level meter
(From *Concepts in Architectural Acoustics:* M. David Egan, McGraw Hill, 1972.)

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The Dynamics of the Noise Problem

There are basically two types of noise problems. There is the specific, job related, occupational noise problem created by extremely loud machinery. Then there is the community noise problem where the combined effect of many individual noise sources creates an overall noise level that is unacceptable. In the following pages we will be addressing the community noise problem only.

The main contributors to a community noise problem are transportation sources such as highways, railroads and airports. These sources are the most pervasive and continuing of the noise sources within the community. Of course, at any given site, there may be other noise sources which add to the problem, sources such as jackhammers at a construction site. But in general, and for the purposes of this section, the main concern is with the transportation sources.

The dynamics of a noise problem are based on the relationship between the noise source, the person or place exposed to the noise (hereafter called the receiver) and the path the noise will travel from source to receiver.

The source generates a given amount of noise which travels along the path and arrives at the receiver. The amount of noise will be reduced to some extent as a result of how long that path is or whether there are any barriers along the path. The severity of the impact on the receiver is a function of what type of activity is taking place, whether it is indoors or outdoors, and what type of building it is in if the activity is indoors. Figure 3 contains some basic compatibility guidelines.

The impact of the noise can be altered or mitigated by changing the characteristics of any of the three elements: source, path or receiver. Later on we will look at the various mitigation measures that are possible. Our concern however will be primarily with the receiver and the path. Control of the sources themselves is the specific responsibility of agencies such as the Environmental Protection Agency (EPA) or the Federal Aviation Administration (FAA).

Figure 2
Dynamics of a Noise Problem

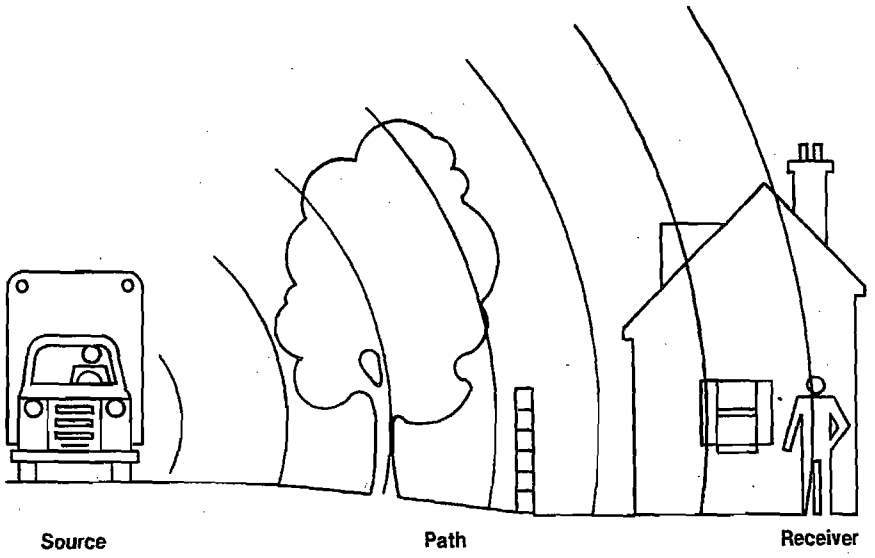

Figure 3
Land Use Compatibility Guidelines

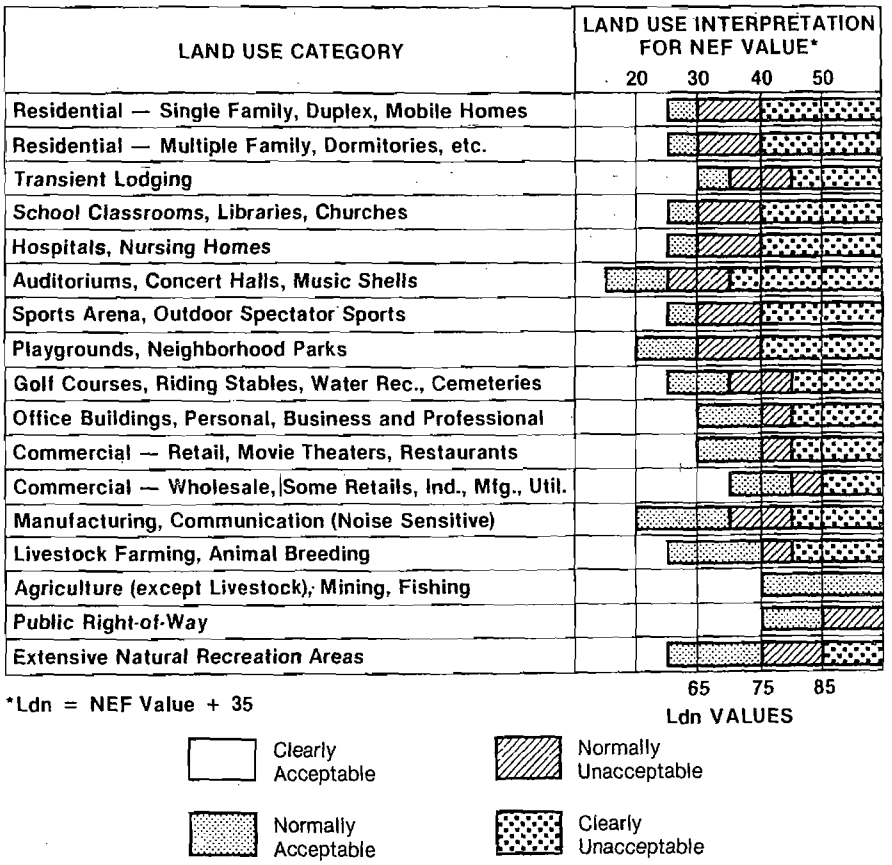

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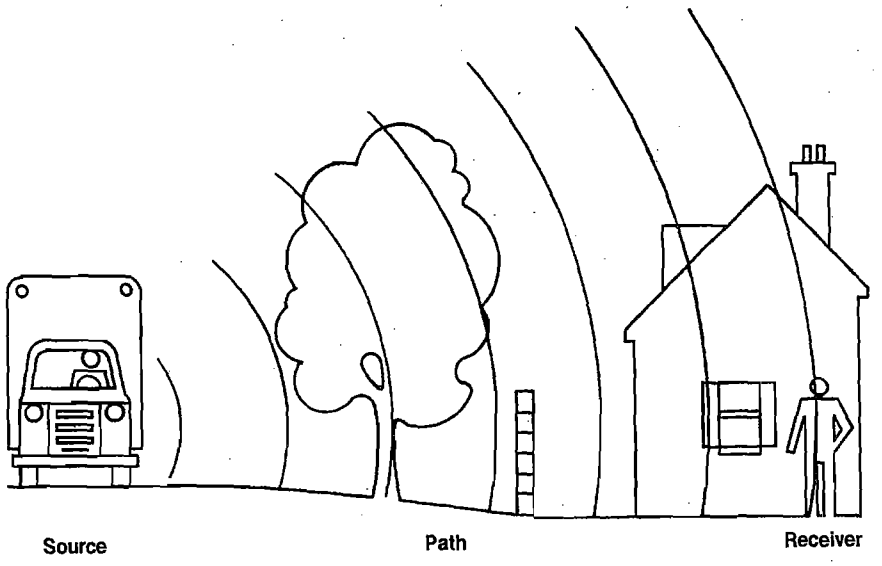

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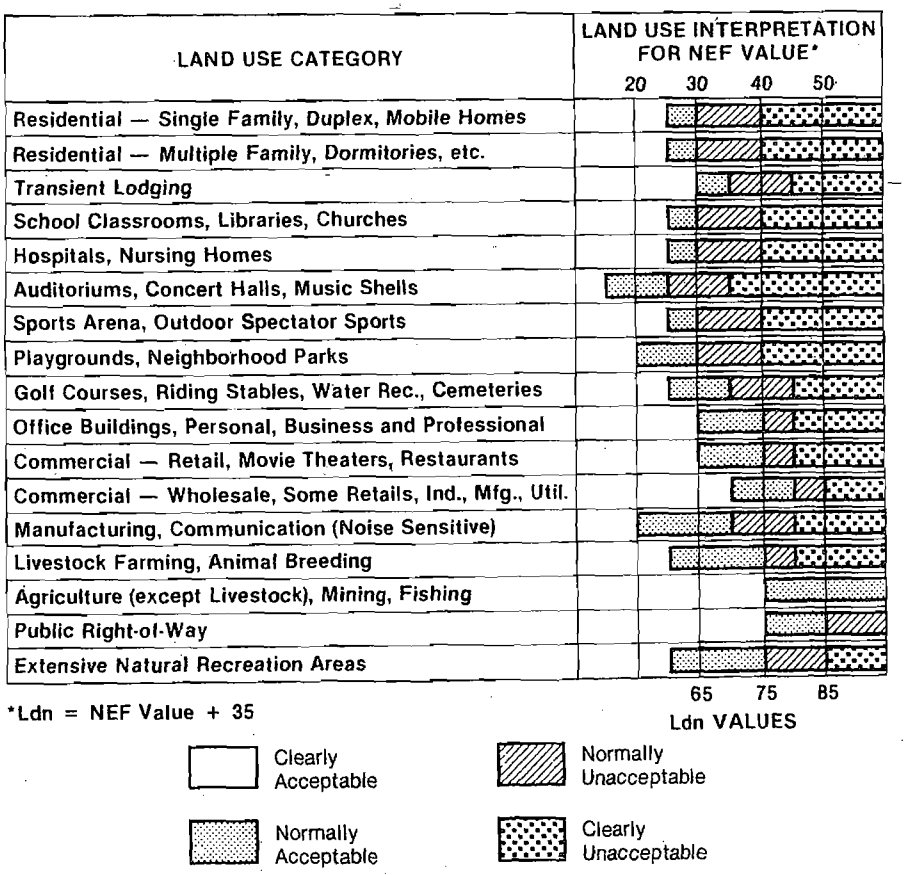

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The ideal solution to a potential problem is to reduce the noise being produced by the source. The best solution available to HUD, or the community, however, is to make sure that noise sensitive uses are located where they will not be exposed to high noise levels. The next best approach to mitigating noise impact is to attempt to reduce the amount of noise that reaches the receiver. This can be accomplished through the use of barriers such as walls or earthen berms, or combinations of both, along the noise path. If the use of barriers is not possible then the only alternative available is to provide noise reduction measures in any structures associated with the activity so that at least the interior spaces are not exposed to high noise levels. This approach is considered the least desirable because most of the land uses we are concerned about, such as residential, do have outdoor areas and activities associated with them which would remain exposed to high noise levels.

A Note on Descriptors

A key factor in the growth of our ability to evaluate and reduce noise impacts has been the development of better tools to measure and describe the noise levels generated by various sources. The development of better tools (called noise descriptors or metrics) has been particularly important for dealing with community noise problems. Many of the older descriptor systems could only be used for one or two sources such as cars and railroads, but not airplanes. Since the community noise problem very often includes noise from all these sources the lack of an adequate descriptor made it difficult to do an adequate evaluation.

The most advanced descriptor currently in general use is the day night average sound level system, abbreviated as DNL and symbolized mathematically as L_{dn}. The day night average sound level is the 24 hour average sound level, expressed in decibels, obtained after the addition of a 10 decibel penalty for sound levels which occur at night between 10 PM and 7 AM. This nighttime penalty is based on the fact that many studies have shown that people are much more disturbed by noise at night than at any other time. This is not unusual in that background noise is often much less at night and also people tend to be doing very noise sensitive things at night, such as trying to sleep.

Another feature of the DNL system that is very important is that it can be used to describe noise from all sources. Thus, using the DNL system, we can describe the total noise exposure at a site, something many other descriptor systems couldn't do.

The DNL system has been adopted by the EPA, the Department of Defense (DOD) and HUD, and more recently by the FAA, specifically for describing environmental impacts for airport actions. We expect that very soon it will be in almost universal use in the U.S.

Issues

The main issues involved in any noise analysis can be summarized briefly.

- How much noise is a site exposed to
- What types of activities are being affected and how severely
- Is it reasonable to redesign the site to relocate noise sensitive activities
- And, if not, how much protection can be provided through various attenuation measures.

Your approach to these issues will be affected in many ways by the location of the project in question. Projects in suburban or rural areas can be approached differently because the available mitigation options are greater and often the noise exposure itself is not so severe. In urban situations, however, the noise exposure is often more severe but at the same time the options for mitigation or resiting are more limited. In the urban setting innovative design and the use of advanced attenuation measures becomes critical. Fortunately our experience has shown that good design and construction can relieve or substantially reduce major noise problems.

Legal Provisions

General Legislation and Background

The Federal legislation which addresses noise issues is somewhat different from other environmental legislation. The Clean Air Act, for example, required the Environmental Protection Agency to set up actual mandatory standards for air quality which were supposed to be met by all jurisdictions. EPA even has the authority to take punitive steps against cities which are not making "reasonable further progress" towards achieving these air quality goals. There is no similar legislation that covers noise. The approach has been to tackle the noise problem at the source by controlling the amount of noise that can be emitted by the individual airplane engine or the individual jackhammer. Agencies like HUD or the Farmers Home Administration have developed regulations which are related to the overall community noise level, but they only affect their own programs and are not binding on local communities. The Veterans Administration program only relates to aircraft noise and also only affects its own programs.

The major pieces of Federal legislation related to noise include:

The Noise Control Act of 1972 directed EPA to promote an environment for all Americans free from noise that jeopardizes their health and welfare. It also included a requirement for EPA to set a criterion for noise level adequate to protect health and welfare with an adequate margin of safety but without regard to cost or feasibility.

Quiet Communities Act of 1978 amended The Noise Control Act of 1972 to encourage noise control programs at the State and community level.

Federal Aid Highway Act of 1970 established the requirement that noise control be a part of the planning and design of all federally aided highways.

Aviation Safety and Noise Abatement Act of 1979 requires FAA to develop a single system for measuring noise at airports and under certain conditions to prepare and publish noise maps.

HUD Regulations

While the Department of Housing and Urban Development has no specific responsibility to try to reduce the noise problem at the source the way the Environmental Protection Agency and the Federal Aviation Administration do, it does have the responsibility to be aware of the noise problem and its impact on the housing environment. The most basic mandate which drives the Department's involvement with the noise issue is the Housing Act of 1949 (Public Law 81-171) which sets forth the national goal of "a decent home and suitable living environment for every American family." This goal was affirmed by the Housing and Urban Development Act of 1968 (Public Law 90-448). The Department was tasked by the Housing and Urban Development Act of 1965 (Public Law 89-117) "to determine feasible methods of reducing the economic loss and hardships suffered by homeowners as a result of the depreciation in the value of their properties following the construction of airports in the vicinity of their homes." The Noise Control Act of 1972, in addition to its specific tasking to EPA, tasked all Federal agencies to administer their programs in ways which reduce noise pollution. Finally, the Department is tasked by Federal Management Circular 75-2: *Compatible Land Uses at Federal Airfields* to make sure that its actions do not promote incompatible land uses around Federal airfields.

All of these legislative and regulatory mandates combine to create a serious requirement for the Department of Housing and Urban Development to be aware of the problem of noise and to take positive steps to protect residential and other sensitive land uses from high noise levels.

The Department of Housing and Urban Development first issued formal requirements related specifically to noise in 1971 (HUD Circular 1390.2). These requirements contained standards for exterior noise levels along with policies for approving HUD supported or assisted housing projects in high noise areas. In general the requirements established three zones: an acceptable zone where all projects could be approved, a normally unacceptable zone where mitigation measures would be required and where each project would have to be individually evaluated for approval or denial, and an unacceptable zone in which projects would not, as a rule, be approved.

In 1979, the Department issued revised regulations (24 CFR Part 51B) which kept the same basic standards but adopted new descriptor systems which were considerably advanced over those in use under the old requirements.

HUD's regulations also require that recipients of Community Development Block Grants (CDBG) and Urban Development Action Grants (UDAG) take into consideration the noise criteria and standards in the environmental review process and consider ameliorative actions when noise sensitive land developments are proposed in noise exposed areas. If CDBG or UDAG activities are planned in a noisy area, and HUD assistance is contemplated later for housing and/or other noise sensitive activities, the HUD standards must be met for those activities.

Project Analysis

General

While most of the analysis for noise focuses on noise sources located around the project site, there are some characteristics of the project itself that you should know about. These characteristics will help you to determine what is called the noise assessment location (NAL) for site analysis. (The NAL is a representative point (or points) on the site where significant noise exposure is expected. All distances, etc. are measured from the NAL). This information will also be helpful later in evaluating the potential for mitigating or reducing the impact of noise. All of this data should be available from preliminary plans and specifications. If not, a quick phone call to the developer/sponsor should get you all the information you need.

Data Required

- Location of outdoor noise sensitive uses relative to the noise source.
- Location of buildings containing noise sensitive activities.
- Location of other buildings, particularly ones which might serve to shield sensitive buildings or areas from the noise source.
- Design and construction features of buildings, particularly features such as use of central air conditioning which could provide noise reduction benefits by permitting windows to be kept closed.

Analysis of Site and Environs

General

The primary focus of this impact analysis is on noise sources and the primary item to be determined is the noise level created by those sources. In many instances, particularly with airports, data on the noise levels generated by the source will have already been prepared by another agency such as the airport operator, the local or State highway/transportation department or other similar agency. (Figure 4 shows typical airport noise contours.) In those cases no site or environs analysis is necessary and one can proceed directly to impact analysis. For those instances where there are no current data already prepared, the Department of Housing and Urban Development has developed a handbook called the *Noise Assessment Guidelines* which contains a detailed desk top methodology for use by individuals to determine noise impacts (see Chapter 5). Included in the handbook is a complete listing of the data about the site and its environs that are necessary to conduct an analysis. We don't want to repeat all the detailed requirements here, but the following are some of the types of information you would have to collect if you were to do your own analysis. You might note that most of the information is related to the noise sources themselves.

For the purpose of analysis, the *Noise Assessment Guidelines* require that you consider all military/civilian airports within 15 miles of the project, all significant roads within 1000 feet and basically all railroads within 3000 feet.

Types of Data Required

- Number and type of vehicles
- Operational data:
  - speed
  - daytime/nighttime split
  - conditions where the vehicles are operated, i.e., freely flowing traffic versus stop and go, level versus hilly, welded railroad track versus bolted railroad track.

The *Noise Assessment Guidelines* contain guidance on sources for this data. Most of them are obtained from the "operator" of the transportation source. The *Guidelines* also contains model figures which can be used when actual data is unavailable. For example, if the actual number of vehicles traveling at night is not available then the *Guidelines* state that a figure of 15% should be used. Thus it is possible to make reasonably accurate noise level determinations even if some information is not available.

Determination of Impact

General

The specific procedures for determining the noise exposure levels for a site are clearly spelled out in the *Noise Assessment Guidelines*. The process is a fairly simple one in which the noise level from each source affecting the site is calculated and then combined to derive the overall exposure. If some kind of barrier exists or is proposed, the noise levels can be adjusted to reflect the mitigation provided by the barrier. The overall noise level is then compared to HUD's standards and the appropriate action, as spelled out in the regulations, is taken.

Figure 4
Noise Contours

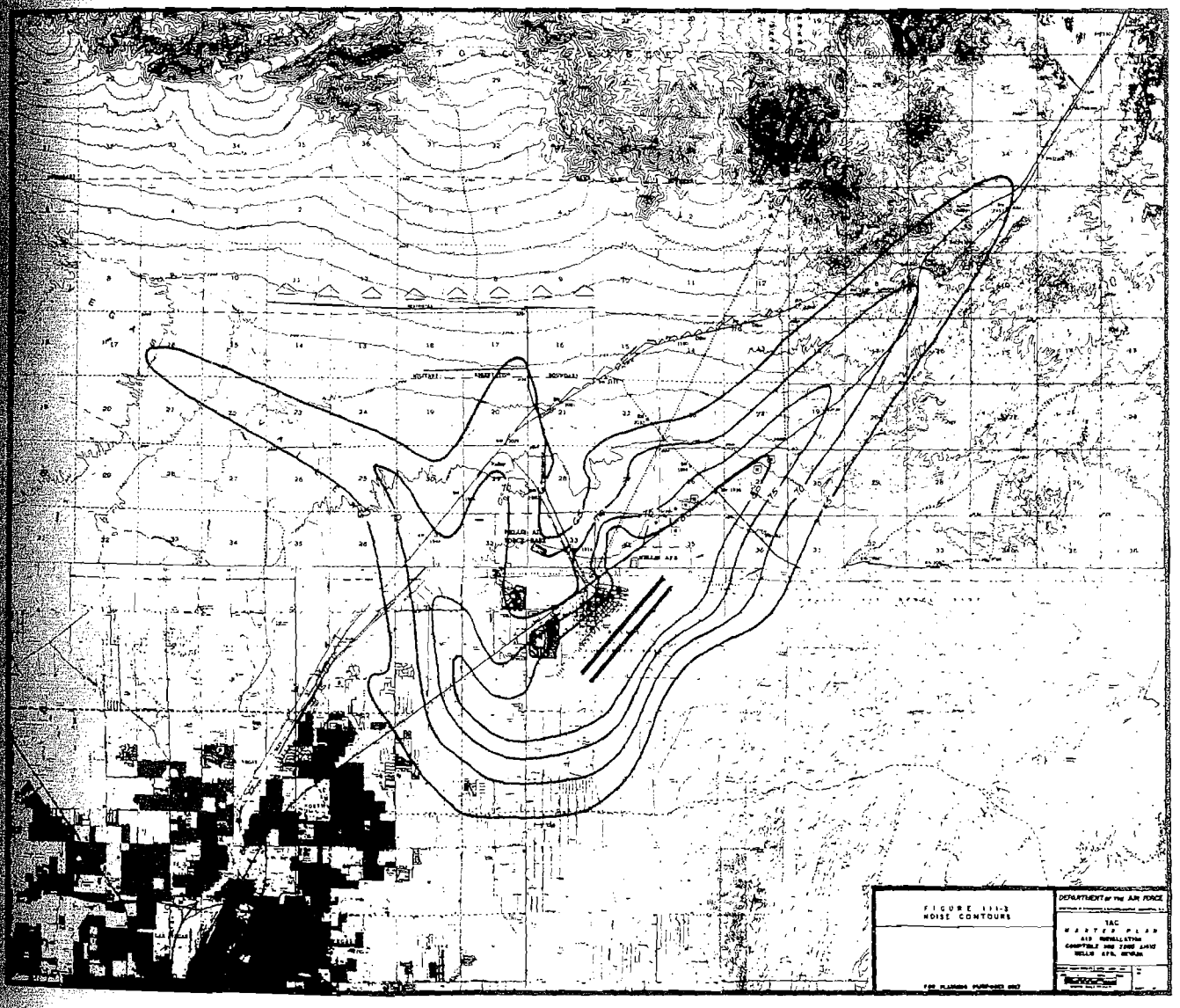

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MV00179670

Evaluation of Impact

HUD Regulations set forth the following exterior noise standards for new housing construction assisted or supported by the Department:

65 L_{dn} or less - Acceptable

Exceeding 65 L_{dn} but not exceeding 75 L_{dn} - Normally Unacceptable - appropriate sound attenuation measures must be provided: 5 decibels attenuation above the attenuation provided by standard construction required in 65 L_{dn} to 70 L_{dn} zone; 10 decibels additional attenuation in 70 L_{dn} to 75 L_{dn} zone.

Exceeding 75 L_{dn} - Unacceptable

HUD's regulations do not contain standards for interior noise levels. Rather a goal of 45 decibels is set forth and the attenuation requirements are geared towards achieving that goal. It is assumed that with standard construction any building will provide sufficient attenuation so that if the exterior level is 65 L_{dn} or less, the interior level will be 45 L_{dn} or less.

Once you have determined the overall noise exposure for the site you compare it to the above standards. If the overall site exposure is 65 L_{dn} or less the project is acceptable. If the exposure is between 65 L_{dn} and 75 L_{dn} you should consider alternative locations or providing adequate attenuation with the first preference, as we've noted, being for the construction of some kind of barrier to prevent noise from reaching the site. If providing adequate attenuation is impossible or impractical then the project should be considered unacceptable.

Suggested Mitigation

General Considerations

As discussed briefly earlier, there are three basic approaches for mitigating the high noise exposures. The first and best is to relocate noise sensitive uses out of the high noise area. The second is to prevent noise from reaching the noise sensitive user through some sort of barrier. And the third, and least desirable approach, is to provide attenuation for at least the interiors of any buildings located in the high noise areas.

Specific Considerations

Relocating Noise Sensitive Uses

By far the most desirable mitigation approach is to relocate noise sensitive uses out of the high noise area although. If the site is large enough it may be possible to locate non-noise sensitive uses between the source and the sensitive use, for example a parking lot might be located between a road and a park (see Figure 5). The workcharts in the *Noise Assessment Guidelines* can be used in reverse to tell you exactly how far away from the noise source you need to be.

When sites are small, very dense or when the source affects the entire site it is very difficult to mitigate by changing the site plan. Then the next option must be considered: erecting some type of barrier between the source and the receiver.

Barriers

Barriers are most effective for at or below ground level sources. They have no effect on noise from aircraft overflights and are limited in practical application with elevated sources such as elevated trains. The key to the effectiveness of a barrier is whether or not it breaks the line of sight between the source and the receiver. If a barrier does not completely break the line of sight either because it is not high enough, or not long enough then its effectiveness is greatly reduced.

Barriers can be actual walls, earthen mounds (called berms) or even other buildings. The use of other non-noise sensitive buildings as barriers is a particularly good approach in that it need not add to the cost of the project and may not create the aesthetic problem a large wall might create (see Figure 6).

Figure 5
The Audible Landscape

In cluster development, open space can be placed near the highway to reduce noise impacts on residences

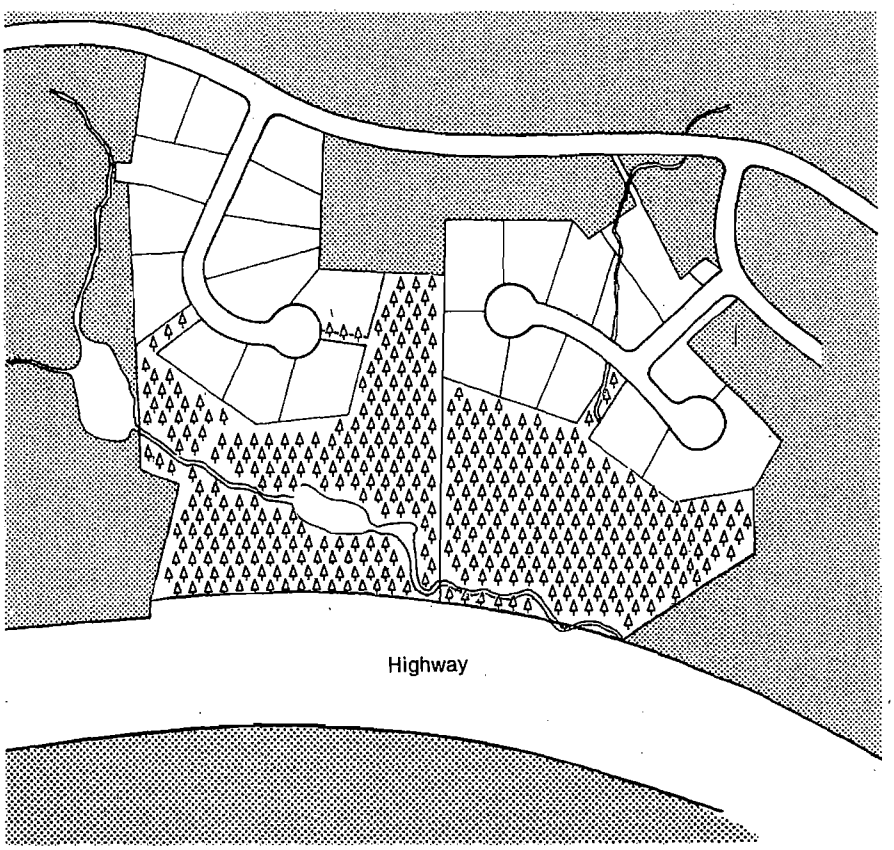

Figure 6
The Audible Landscape

Placement of noise compatible land uses near highway in Planned Unit Development

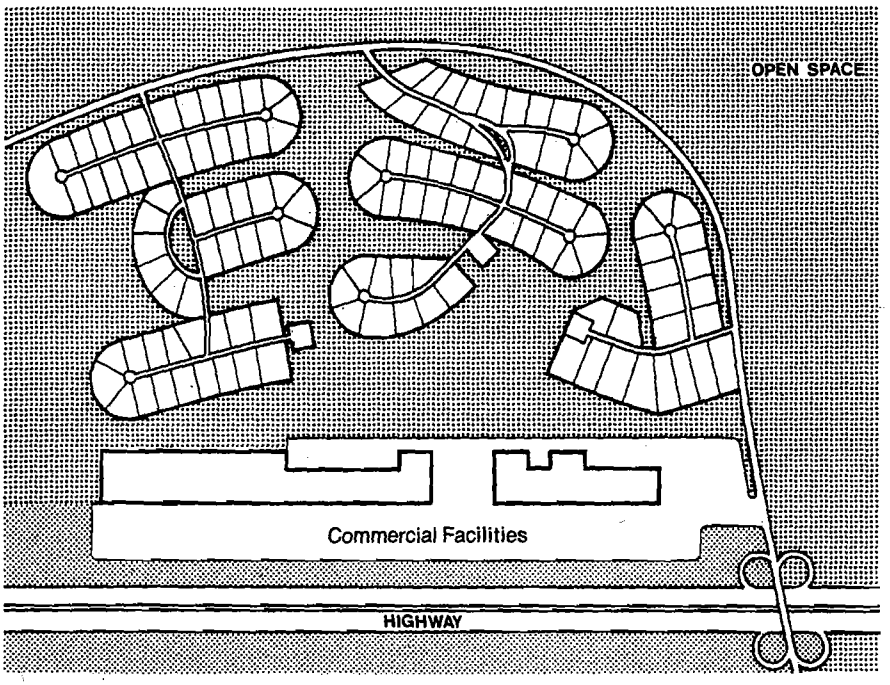

Figure 7
The Audible Landscape

Use of acoustical architectural design to reduce noise impacts on more noise sensitive living spaces

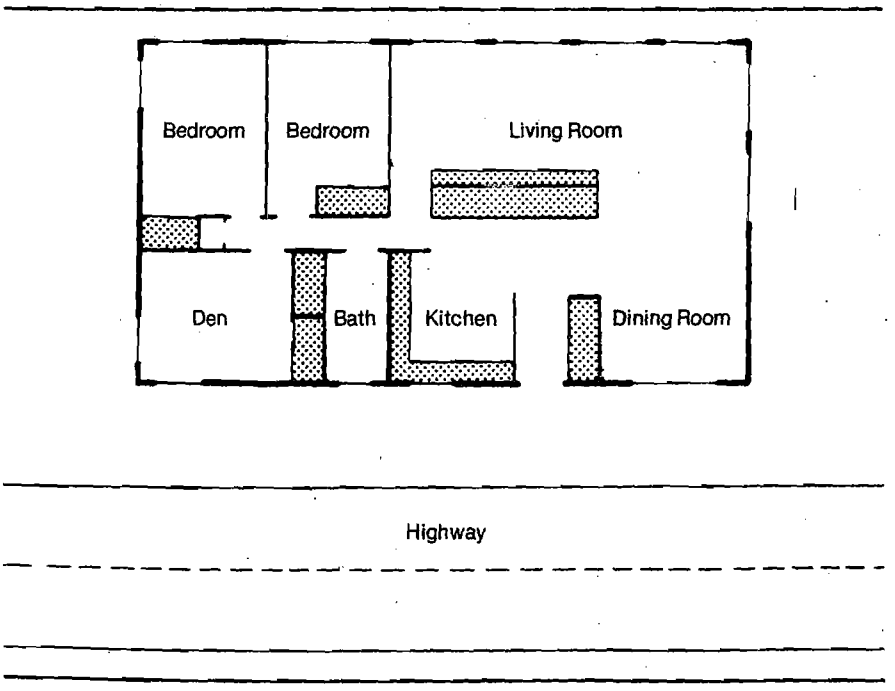

As pointed out earlier, the effectiveness of a barrier is determined in large part by its height and length. Some studies have shown that the effectiveness of a barrier can be reduced by as much as 50% if it isn't long enough. Again, the *Noise Assessment Guidelines* contain procedures for determining the effectiveness of barriers.

Incorporating Noise Attenuation Measures into the Building

If neither relocation or barriers is a reasonable noise attenuation option, the last resort is to incorporate noise attenuation measures into the buildings themselves. This is not considered the best solution because it leaves the outdoor areas, some of which may be for quiet recreation, exposed to high noise levels. But if development **must** take place and barriers are impossible, then the noise attenuation measures should be employed in building design and construction.

Without going into great technical detail, noise attenuation construction measures generally fall into four categories.

(1) Reducing the total area of windows or other acoustically weaker building elements

(2) Sealing off "leaks" around windows, doors, vents.

(3) Improving the actual sound attenuating properties of small building elements such as windows, doors, etc.

(4) Improving the actual sound attenuating properties of major building elements such as roof and wall construction.

In addition, noise attenuation in buildings can be provided by designing interior spaces so that "dead" spaces such as closets or corridors act as buffer zones (see Figure 7). And finally noise attenuation can be provided by reducing the need for open windows by providing air conditioning.

Many of the steps that would be taken to provide noise attenuation also help conserve energy. Good weatherstripping around windows and doors is one example. Another might be reducing window areas in walls if the noise source is to the north or west. Because many of these measures serve two purposes, they should not necessarily be considered a burdensome requirement but rather just good design and construction.

Information Resources

Publications

HUD Regulation 24 CFR Part 51 Subpart B – Noise Abatement and Control.

Noise Assessment Guidelines, HUD 1983, basic technical procedural resource.

Aircraft Noise Impact, HUD 1972, a bit dated but good overview of problem.

The Audible Landscape, DOT (FHWA) 1974, an excellent discusson of mitigation measures including land use planning and building design and construction.

Information on Levels of Environmental Noise Requisite to Protect Public health and Welfare With an Adequate margin of Safety, EPA, 1974. The "levels document" that explains basis for EPA standards.

Noise Barrier Design Handbook, Federal Highway Administration 1976. Good discussion of barriers, technical but readable.

Handbook of Noise Control, 2nd edition, 1979, McGraw Hill. A basic technical handbook covering all aspects of noise for those who wish to go into the subject further.

Experts

HUD environmental officers have been trained in the use of the *Noise Assessment Guidelines* and can help you work with them. Many architects are trained in acoustics and can help in development of noise attenuation strategies.

Quiz

Questions

1. Why is noise considered "unwanted sound"?
2. What is a community noise problem?
3. What are the three main contributors to a community noise problem?
4. What are the three components of a noise problem?
5. What are two key characteristics of the day-night average sound level descriptor system?
6. What are HUD's noise standards?
7. How do HUD's standards apply to CDBG recipients?
8. What are the three general mitigation measures available to HUD and the community and in what order of preference?
9. When are barriers effective and when are they not effective?
10. Describe how the *Noise Assessment Guidelines* can be used to determine appropriate mitigation measures.

Quiz

Answers

1. because it interferes with normal activities or causes physical or psychological damage
2. a community noise problem is where the combined effect of many individual sources creates an overall noise level that is unacceptable
3. highways, railroads and aircraft
4. the source, the path, the receiver
5. it is an average sound level and it can be used for all sources
6. 65 L_{dn} or below: Acceptable
   65 to 75 L_{dn}: Normally unacceptable, noise attenuation measures required, above 75 L_{dn}: Unacceptable
7. CDBG recipients must take into consideration the standards in their planning and environmental review. If they expect to use HUD assistance later for housing or other noise sensitive activities the standards must be met for those activities.
8. 1st relocate noise sensitive uses
   2nd reduce noise reaching receiver
   3rd redesign buildings
9. barriers are effective for at or below ground level sources. Are not effective for aircraft overflights or most elevated sources
10. can be used to determine separation distance required for relocation and the height and length of barriers required

Chapter 2

The Noise Regulation

Introduction

The basic foundation for and structure of the HUD noise program is set out in the noise regulation, 24 CFR 51B. The regulation establishes the actual standards, assigns implementation responsibilities, describes review and approval procedures, and identifies special situations which may warrant waivers of procedures or standards. Therefore, the key to your understanding and implementation of the HUD noise program is a clear understanding of the regulation.

There is no way to escape the task of sitting down and simply reading the regulations, over and over until you thoroughly understand them. We have however done two things that will help you apply the regulations. First, for quick reference, we have prepared a list of the key sections in the regulation and second we have prepared an annotated copy of the regulation.

The list of key sections was prepared to help you find the specific section you need for a specific question or issue. While the regulation itself is not really long, an index is always useful. We caution you, however, against using the index to avoid learning the regulations. The list was prepared for your convenience in applying the regulation once you have come to understand it.

We prepared the annotated regulation because, try as we might, it was impossible to anticipate all the questions, implementation problems and special situations that might arise and to address them in the regulation. So, now that we have had a few years' experience with the regulation, we have gathered together the important questions, notes, second thoughts etc. and prepared this annotated regulation. We hope it will give you further insight into what the regulation means when it is applied in the field.

Key Sections in Noise Regulation

Section	Subject
51.101(a)(2)	Application of Policy to Block Grants
51.101(a)(3)	Policy for New Construction
51.101(a)(4)	Policy for Existing Construction
51.101(a)(5)	Policy for Modernization and Rehabilitation
51.101(a)(8)	The Exterior Noise Goal
51.101(a)(9)	The Interior Noise Goal
51.102(a)	Authority to Approve Projects
51.103(a)	Identification of DNL as *The* Noise Descriptor to be Used
51.103(b)	How to Measure Loud Impulsive Noises
51.103(c)	The Noise Standards
51.104(a)	Attenuation Requirements Discussed
51.104(b)(1)	Special Approval and Environmental Review Requirements for the Normally Unacceptable Zone
51.104(b)(2)	Special Approval and Environmental Review Requirements for the Unacceptable zone
51.105(a)	Flexibility for Non-acoustic Benefits Provisions
51.106(a)	How to Tell If Existing Data on Noise Are Acceptable
51.106(a)(4)	Specific Review and Approval Procedures For Airport Noise Contours
51.106(d)	When Noise Measurements May be Used Instead of Calculated Levels
51.106(f)	When to Give Credit for Proposed Barriers

Part 51—Environmental Criteria and Standards

Subpart A—General Provisions

Sec.
§51.1 Purpose.
§51.2 Authority.
§51.3 Responsibilities.
§51.4 Program coverage.
§51.5 Coordination with environmental clearance requirements.
§51.6 [Reserved]

Subpart B—Noise Abatement and Control
§51.100 Purpose and authority.
§51.101 General policy.
§51.102 Responsibilities.
§51.103 Criteria and standards.
§51.104 Special requirements.
§51.105 Exceptions.
§51.106 Implementation.

Appendix to Subpart B

Authority: Sec. 7(d). Department of HUD Act (42 U.S.C. 3535(d)).

Subpart B—Noise Abatement and Control

§51.100 Purpose and authority.

(a) *Purpose.* The Department of Housing and Urban Development finds that noise is a major source of environmental pollution which represents a threat to the serenity and quality of life in population centers and that noise exposure may be a cause of adverse physiological and psychological effects as well as economic losses.

It is the purpose of this Subpart to:

(1) Call attention to the threat of noise pollution;

(2) Encourage the control of noise at its source in cooperation with other Federal departments and agencies;

(3) Encourage land use patterns for housing and other noise sensitive urban needs that will provide a suitable separation between them and major noise sources;

(4) Generally prohibit HUD support for new construction of noise sensitive uses on sites having unacceptable noise exposure;

(5) Provide policy on the use of structural and other noise attenuation measures where needed; and

(6) Provide policy to guide implementation of various HUD programs.

(b) *Authority.* Specific authorities for noise abatement and control are contained in:

(1) The Noise Control Act of 1972 (Pub. L. 92-574) which directs Federal agencies to administer their programs in ways which reduce noise pollution.

(2) The Quiet Communities Act of 1978 (Pub. L. 95-609) which amended Pub. L. 92-574.

(3) The General Services Administration, Federal Management Circular 75-2: *Compatible Land Uses at Federal Airfields* prescribes the Executive Branch's general policy with respect to achieving compatible land uses on either public or privately owned property at or in the vicinity of Federal airfields.

(4) Section 1113 of the Housing and Urban Development Act of 1965 (Pub. L. 89-117) directs the Secretary "* * * to determine feasible methods of reducing the economic loss and hardships suffered by homeowners as a result of the depreciation in the value of their properties following the construction of airports in the vicnity of their homes, including a study of feasible methods of insulating such homes from the noise of aircraft."

§51.101 General policy.

(a) It is HUD's general policy to provide minimum national standards applicable to HUD programs to protect citizens against excessive noise in their communities and places of residence.

(1) *Comprehensive planning assistance.* HUD requires that grantees give adequate consideration to noise exposures and sources of noise as an integral part of the urban environment in HUD assisted comprehensive planning, as follows:

(i) Particular emphasis shall be placed on the importance of compatible land use planning in relation to airports, highways and other sources of high noise.

(ii) Applicants shall take into consideration HUD environmental standards impacting the use of land as required in 24 CFR Part 600.

(iii) Environmental studies, including noise assessments, are allowable costs.

(2) *Community Development Block Grants.* Recipients of community development block grants under the Housing and Community Development Act of 1974 (Pub. L. 93-383), as amended by the Housing and Community Development Act of 1977 (Pub. L. 95-128), must take into

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This regulation replaces HUD Circular 1390.2, Noise Abatement and Control, 1971, which is now cancelled, along with all instructions and clarifying memoranda pertaining to the circular.

consideration the noise criteria and standards in the environmental review process and consider ameliorative actions when noise sensitive land development is proposed in noise exposed areas. Grant recipients shall address deviations from the standards in their environmental reviews as required in 24 CFR Part 58.

Where CDBG activities are planned in a noisy area, and HUD assistance is contemplated later for housing and/or other noise sensitive activities, the CDBG grantee risks denial of the HUD assistance unless the HUD standards are met. Environmental studies, including noise assessments, are allowable costs.

(3) *HUD support for new construction.* HUD assistance for the construction of new noise sensitive uses is prohibited generally for projects with Unacceptable noise exposures and is discouraged for projects with Normally Unacceptable noise exposure. (Standards of acceptability are contained in §51.103(c).) This policy applies to all HUD programs providing assistance, subsidy or insurance for housing, college housing, mobile home parks, nursing homes, hospitals, and all programs providing assistance or insurance for land development, new communities, redevelopment or any other provision of facilities and services which are directed to make land available for housing or noise sensitive development. The policy does not apply to research demonstration projects which do not result in new construction or reconstruction, flood insurance, interstate land sales registration, or any action or emergency assistance under disaster assistance programs which are provided to save lives, protect property, protect public health and safety, remove debris and wreckage, or assistance provided that has the effect of restoring facilities substantially as they existed prior to the disaster.

The old definition of major or substantial rehabilitation and modernization as being any project where cost is 75% or more of replacement cost no longer applies. Now the criteria contained in individual program guidance applies.

(4) *HUD support for existing construction.* Noise exposure by itself will not result in the denial of HUD support for the resale and purchase of otherwise acceptable existing buildings. However, environmental noise is a marketability factor which HUD will consider in determining the amount of insurance or other assistance that may be given.

Existing construction means units which are either more than 1 year old or for which this is the second or subsequent purchaser.

(5) *HUD support of modernization and rehabilitation.* For modernization projects located in all noise exposed areas, HUD shall encourage noise attenuation features in alterations. For major or substantial rehabilitation projects in the Normally Unacceptable and Unacceptable noise zones, HUD actively shall seek to have project sponsors incorporate noise attenuation features, given the extent of the rehabilitation being undertaken and the level of exterior noise exposure. In Unacceptable noise zones, HUD shall strongly encourage conversion of noise-exposed sites to land uses compatible with the high noise levels.

(6) *Research, guidance and publications.* HUD shall maintain a continuing program designed to provide new knowledge of noise abatement and control to public and private bodies, to develop improved methods for anticipating noise encroachment, to develop noise abatement measures through land use and building construction practices, and to foster better understanding of the consequences of noise. It shall be HUD's policy to issue guidance documents periodically to assist HUD personnel in assigning an acceptability category to projects in accordance with noise exposure standards, in evaluating noise attenuation measures, and in advising local agencies about noise abatement strategies. The guidance documents shall be updated periodically in accordance with advances in the state-of-the-art.

(7) *Construction equipment, building equipment and appliances.* HUD shall encourage the use of quieter construction equipment and methods in population centers, the use of quieter equipment and appliances in buildings, and the use of appropriate noise abatement techniques in the design of residential structures with potential noise problems.

(8) *Exterior noise goals.* It is a HUD goal that exterior noise levels do not exceed a day-night average sound level of 55 decibels. This level is recommended by the Environmental Protection Agency as a goal for outdoors in residential areas. The levels recommended by EPA are not standards and do not take into account cost or feasibility. For the purposes of this regulation and to meet other program objectives, sites with a day-night average sound level of 65 and below are acceptable and are allowable (see Standards in §51.103(c)).

(9) *Interior noise goals.* It is a HUD goal that the interior auditory environment shall not exceed a day-night average sound level of 45 decibels. Attenuation measures to meet these interior goals shall be employed where feasible. Emphasis shall be given to noise sensitive interior spaces such as bedrooms. Minimum attenuation requirements are prescribed in §51.104(a).

(10) *Acoustical privacy in multifamily buildings.* HUD shall require the use of building design and acoustical treatment to afford acoustical privacy in multifamily buildings pursuant to requirements of the Minimum Property Standards.

The Noise Control Act of 1972 required EPA to "publish information on the levels of environmental noise. . .which. . .are requisite to protect the public health and welfare with an adequate margin of safety." EPA has interpreted this to mean that the levels should not reflect technical feasibility or economic costs. "Health and welfare" is defined as being "complete physical, mental and social well-being and not merely the absence of disease and infirmity."

§51.102 Responsibilities.

(a) *Authority to approve projects.* (1) Decisions on proposed projects with acceptable noise exposures shall be delegated to the program personnel within field offices, including projects where increased noise levels are considered acceptable because of non-acoustic benefits under §51.105(a). Field office program personnel may also approve projects in normally unacceptable noise exposed areas where adequate sound attenuation is provided and where the project does not require an Environmental Impact Statement under §51.104(b).

(2) Other approvals in normally unacceptable noise exposed areas require the concurrence of the Regional Administrator.

(3) Requests for approvals of projects or portions of projects with unacceptable noise exposures shall be referred through the Regional Office to the Assistant Secretary for Community Planning and Development for approval pursuant to §51.104(b).

(4) In cases where the Regional Administrator determines that an important precedent or issue is involved, such cases shall be referred with recommendations to the Assistant Secretary for Community Planning and Development.

(b) *Surveillance of noise problem areas.* Appropriate field staff shall maintain surveillance of potential noise problem areas and advise local officials, developers, and planning groups of the unacceptability of sites because of noise exposure at the earliest possible time in the decision process. Every attempt shall be made to insure that applicants' site choices are consistent with the policy and standards contained herein.

(c) *Notice to applicants.* At the earliest possible stage, HUD program administrators shall:

(1) Determine the suitability of the acoustical environment of proposed projects;

(2) Notify applicants of any adverse or questionable situations; and

(3) Assure that prospective applicants are apprised of the standards contained herein so that future site choices will be consistent with these standards.

(d) *Technical assistance.* Technical assistance in the measurement, estimation, interpretation, or prediction of noise exposure is available from the Office of Community Planning and Development and the Office of Policy Development and Research. Field office questions shall be forwarded through the Regional Office to the Assistant Secretary for Community Planning and Development or his designee.

(e) *Interdepartmental coordination.* Regional Administrators shall foster appropriate coordination between field offices and other departments and agencies, particularly the Environmental Protection Agency, the Department of Transportation, Department of Defense representatives, and the Veterans Administration. HUD staff shall utilize the acceptability standards in commenting on the prospective impacts of transportation facilities and other noise generators in the Environmental Impact Statement review process.

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§51.103 Criteria and standards.

These standards apply to all programs as indicated in §61.101.

(a) *Measure of external noise environments.* The magnitude of the external noise environment at a site is determined by the value of the day-night average sound level produced as the result of the accumulation of noise from all sources contributing to the external noise environment at the site. Day-night average sound level, abbreviated as DNL and symbolized as L_{dn}, is the 24-hour average sound level, in decibels, obtained after addition of 10 decibels to sound levels in the night from 10 p.m. to 7 a.m. Mathematical expressions for average sound level and day-night average sound level are stated in the Appendix.

(b) *Loud impulsive sounds.* On an interim basis, when loud impulsive sounds, such as explosions or sonic booms, are experienced at a site, the day-night average sound level produced by the loud impulsive sounds alone shall have 8 decibels added to it in assessing the acceptability of the site (see Appendix). Alternatively, the C-weighted day-night average sound level (L_{Cdn}) may be used without the 8 decibel addition, as indicated in Section 51.106(a)(3).

Methods for assessing the contribution of loud impulsive sounds to day-night average sound level at a site and mathematical expressions for determining whether a sound is classed as "loud impulsive" are provided in the Appendix.

(c) *Exterior standards.* The degree of acceptability of the noise environment at a site is determined by the sound levels external to buildings or other facilities containing noise sensitive uses. The standards shall usually apply at a location 2 meters (6.5 feet) from the building housing noise sensitive activities in the direction of the predominant noise source. Where the building location is undetermined, the standards shall apply 2 meters (6.5 feet) from the building setback line nearest to the predominant noise source. The standards shall also apply at other locations where it is determined that quiet outdoor space is required in an area ancillary to the principal use on the site.

The noise environment inside a building is considered acceptable if (a) the noise environment external to the building complies with these standards, and (b) the building is constructed in a manner common to the area or, if of uncommon construction, has at least the equivalent noise attenuation characteristics.

This is because the reverberation effect of sound waves hitting the wall will increase the noise levels at the site. You won't pick this up unless you back off from the wall to measure.

Site Acceptability Standards

	Day-night average sound level (in decibels)	Special approvals and requirements
Acceptable	Not exceeding 65 dB(1)	None
Normally Unacceptable	Above 65 dB but not exceeding 75 dB	Special Approvals (2) Environmental Review (3) Attenuation (4)
Unacceptable	Above 75 dB	Special Approvals (2) Environmental Review (3) Attenuation (5)

Notes.—(1) Acceptable threshold may be shifted to 70 dB in special circumstances pursuant to Section 51.105(a)

(2) See Section 51.104(b) for requirements.

(3) See Section 51.104(b) for requirements.

(4) 5 dB additional attenuation required for sites above 65 dB but not exceeding 70 dB and 10 dB additional attenuation required for sites above 70 dB but not exceeding 75 dB. (See Section 51.104(a).)

(5) Attenuation measures to be submitted to the Assistant Secretary for CPD for approval on a case-by-case basis.

§51.104 Special requirements.

(a) *Noise attenuation.* Noise attenuation measures are those required in addition to attenuation provided by buildings as commonly constructed in the area, and requiring open windows for ventilation. Measures that reduce external noise at a site shall be used wherever practicable in preference to the incorporation of additional noise attenuation in buildings. Building designs and construction techniques that provide more noise attenuation than typical construction may be employed also to meet the noise attenuation requirements.

(1) *Normally Unacceptable noise zone.* Approvals in this zone require a minimum of 5 decibels additional sound attenuation for buildings having noise-sensitive uses if the day-night average sound level is greater than 65 decibels but does not exceed 70 decibels, or a minimum of 10 decibels of additional sound attenuation if the day-night average sound level is greater than 70 decibels but does not exceed 75 decibels.

(2) *Unacceptable noise zone.* Noise attenuation measures require the approval of the Assistant Secretary for Community Planning and Development (See §51.104(b)(2).)

(b) *Special Approvals and Environmental Review Requirements.* Environmental clearances shall be conducted pursuant to the requirements of HUD's Departmental Policies, Responsibilities and Procedures for Protection and Enhancement of Environmental Quality (38 FR 19182 as amended) or other environmental regulations which may be issued by the Department. The Special Clearance and Environmental Impact Statement (EIS) threshold requirements are hereby modified for all projects proposed in the Normally Unacceptable and Unacceptable noise exposure zones as follows:

(1) *Normally Unacceptable noise zone.* (i) All projects located in the Normally Unacceptable Noise Zone require a Special Environmental Clearance except an EIS is required for a proposed project located in a largely undeveloped area, or where the HUD action is likely to encourage the establishment of incompatible land use in this noise zone.

Berms and barriers are our first choice because they provide protection for yards, playgrounds, etc. Since outdoor activity is often very important to residents we want to protect the outdoor areas as much as possible.

By definition a barrier must be separate from the building or area it is providing attenuation for. After all barriers are preferred because they improve exterior as well as interior levels. Non-noise sensitive buildings can, however, be used as barriers for noise sensitive buildings or exterior areas.

Assumption is that standard construction provides an average of 20 L_{dn} attenuation. At 65 L_{dn} or below this amount of attenuation would be sufficient to meet interior level of 45 L_{dn}. Additional requirements are designed to meet this goal even when exterior noise levels are higher.

Substitute Environmental Assessment (with ECO concurrence) wherever you see Special Clearance.

(ii) When an EIS is required, the concurrence of the Regional Administrator is also required before a project can be approved. For the purposes of this paragraph, an area will be considered as largely undeveloped unless the area within a 2-mile radius of the project boundary is more than 50 percent developed for urban uses and infrastructure (particularly water and sewers) is available and has capacity to serve the project.

(iii) All other projects in the Normally Unacceptable zone require a Special Environmental Clearance, except where an EIS is required for other reasons pursuant to HUD environmental policies.

(2) *Unacceptable noise zone.* An EIS is required prior to the approval of projects with unacceptable noise exposure. Projects in or partially in an Unacceptable Noise Zone shall be submitted through the Regional Administrator to the Assistant Secretary for Community Planning and Development for approval. The Assistant Secretary may waive the EIS requirement in cases where noise is the only environmental issue and no outdoor sensitive activity will take place on the site. In such cases, a Special Environmental Clearance is required.

When the area in question is in a small community outside an SMSA and the application of the 2 mile radius rule would be unreasonable, an area can be considered largely developed if it is contiguous to existing development and infrastructure is available and has capacity to serve the project. The Assistant Secretary will review them on a case-by-case basis. In all other cases the 2 mile radius/50% rule still applies.

§51.105 Exceptions.

(a) *Flexibility for non-acoustic benefits.* Where it is determined that program objectives cannot be achieved on sites meeting the acceptability standard of 65 decibels, the Acceptable Zone may be shifted to L_{dn} 70 on a case-by-case basis if all the following conditions are satisfied:

(1) The project does not require an Environmental Impact Statement under provisions of section 104(b)(1) and noise is the only environmental issue.

(2) The project has received a Special Environmental Clearance and has received the concurrence of the Environmental Clearance Officer.

(3) The project meets other program goals to provide housing in proximity to employment, public facilities and transportation.

(4) The project is in conformance with local goals and maintains the character of the neighborhood.

(5) The project sponsor has set forth reasons, acceptable to HUD, as to why the noise attenuation measures that would normally be required for new construction in the L_{dn} 65 to L_{dn} 70 zone cannot be met.

What this really means is that the 5db attenuation requirement for the 65–70 L_{dn} zone is waived. Primarily intended for urban areas where alternative sites are not available. Note that *all* conditions must be met.

(6) Other sites which are not exposed to noise above L_{dn} 65 and which meet program objectives are generally not available.

The above factors shall be documented and made part of the project file.

§51.106 Implementation.

(a) *Use of available data.* HUD field staff shall make maximum use of noise data prepared by others when such data are determined to be current and adequately projected into the future and are in terms of the following:

(1) *Sites in the vicinity of airports.* The noise environment around airports is described sometimes in terms of Noise Exposure Forecasts, abbreviated as NEF or, in the State of California, as Community Noise Equivalent Level, abbreviated as CNEL. The noise environment for sites in the vicinity of airports for which day-night average sound level data are not available may be evaluated from NEF or CNEL analyses using the following conversions to DNL:

$DNL \approx NEF + 35$

$DNL \approx CNEL$

Caution—every effort should be made to get official contours—particularly for military installations and large air carrier airports rather than trying to use the *Noise Assessment Guidelines.*

(2) *Sites in the vicinity of highways.* Highway projects receiving Federal aid are subject to noise analyses under the procedures of the Federal Highway Administration.

Where such analyses are available they may be used to assess sites subject to the requirements of this standard. The Federal Highway Administration employs two alternate sound level descriptors: (a) The A-weighted sound level not exceeded more than 10 percent of the time for the highway design hour traffic flow, symbolized as L_{10}; or (b) the equivalent sound level for the design hour, symbolized as L_{eq}. The day-night average sound level may be estimated from the design hour L_{10} or L_{eq} values by the following relationships, provided heavy trucks do not exceed 10 percent of the total traffic flow in vehicles per 24 hours and the traffic flow between 10 p.m. and 7 a.m. does not exceed 15 percent of the average daily traffic flow in vehicles per 24 hours:

$DNL \approx L_{10}$ (design hour)—3 decibels

$DNL \approx L_{eq}$ (design hour) decibels

These requirements are very important. Be careful with design hour values.

Where the auto/truck mix and time of day relationships as stated in this Section do not exist, the HUD Noise Assessment Guidelines or other noise analysis shall be used.

(3) *Sites in the vicinity of installations producing loud impulsive sounds.* Certain Department of Defense installations produce loud impulsive sounds from artillery firing and bombing practice ranges. Noise analyses for these facilities sometimes encompass sites that may be subject to the requirements of this standard. Where such analyses are available they may be used on an interim basis to establish the acceptability of sites under this standard.

The Department of Defense uses day-night average sound level based on C-weighted sound level, symbolized L_{Cdn}, for the analysis of loud impulsive sounds. Where such analyses are provided, the 8 decibel addition specified in 51.103(b), is not required, and the same numerical values of day-night average sound level used on an interim basis to determine site suitability for non-impulsive sounds apply to the L_{Cdn}.

(4) *Use of areawide acoustical data.* HUD encourages the preparation and use of areawide acoustical information, such as noise contours for airports. Where such new or revised contours become available for airports (civil or military) and military installations they shall first be referred to the Regional Office (Environmental Clearance Officer) for review, evaluation and decision on appropriateness for use by HUD. The Regional Office shall submit revised contours to the Assistant Secretary of Community Planning and Development for review, evaluation and decison whenever the area affected is changed by 20 percent or more, or whenever it is determined that the new contours will have a significant effect on HUD programs, or whenever the contours are not provided in a methodology acceptable under §51.106(a)(1) or in other cases where the Regional Office determines that Headquarters review is warranted. For other areawide acoustical data, review is required only where existing areawide data are being utilized and where such data have been changed to reflect changes in the measurement methodology or underlying noise source assumptions.

Contours for future noise levels based on new construction, mission changes etc. which become available as part of the Environmental Impact Statement process shall not be used until the NEPA process is complete and a decision on the proposed action is made.

When new or revised contours are approved, make sure all interested people in local area are informed that HUD will be using different contours. Make a special effort to inform the most active developers in area or developers who have worked with HUD before.

This is also required for noise studies for developers by consultants, whether to provide original data, or to contest existing data or a HUD analysis. It is particularly important to make sure the same traffic, vehicle or operational data were used for each study, when one study is being contested.

Requests for determination on usage of new or revised areawide data shall include the following:

(i) Maps showing old, if applicable, and new noise contours, along with brief description of data source and methodology.

(ii) Impact on existing and prospective urbanized areas and on development activity.

(iii) Impact on HUD-assisted projects currently in processing.

(iv) Impact on future HUD program activity. Where a field office has determined that immediate approval of new areawide data is necessary and warranted in limited geographic areas, the request for approval should state the circumstances warranting such approval. Actions on proposed projects shall not be undertaken while new areawide noise data are being considered for HUD use except where the proposed location is affected in the same manner under both the old and new noise data.

(b) *Site assessments.* Compliance with the standards contained in §51.103(c) shall, where necessary, be determined using noise assessment guidelines, handbooks, technical documents and procedures issued by the Department.

(c) *Variations in site noise levels.* In many instances the noise environment will vary across a site, with portions of the site being in an Acceptable noise environment and other portions in a Normally Unacceptable noise environment. The standards in §51.103(c) shall apply to the portions of a building or buildings used for residential purposes and for ancillary noise sensitive open spaces.

(d) *Noise measurements.* Where noise assessments result in a finding that the site is borderline or questionable, or is controversial, noise measurements may be performed. Where it is determined that noise measurements are required, such measurements will be conducted in accordance with methods and measurement criteria established by the Department. Locations for noise measurements will depend on the location of noise sensitive uses that are nearest to the predominant noise source (see §51.103(c)).

(e) *Projections of noise exposure.* In addition to assessing existing exposure, future conditions should be projected. To the extent possible, noise exposure shall be projected to be representative of conditions that are expected to exist at a time at least 10 years beyond the date of the project or action under review.

When projections for airports are based on new construction or similar actions the likelihood that such major action will actually take place should be carefully evaluated. This is particularly important if local funding is required. Check to see if initial actions such as land purchases, bonds etc. been taken. If projections are just based on expanded traffic levels make sure they are reasonable for the area. Projections for smaller communities are often overly optimistic.

(f) *Reduction of site noise by use of berms and/or barriers.* If it is determined by adequate analysis that a berm and/or barrier will reduce noise at a housing site, and if the barrier is existing or there are assurances that it will be in place prior to occupancy, the environmental noise analysis for the site may reflect the benefits afforded by the berm and/or barrier.

This provision should be used with caution. Very clear and strong assurances that berms or barriers will be constructed should be obtained in writing before approval.

Again also note that by definition a barrier must be physically separate from the building or area it is providing attenuation for.

The *Noise Assessment Guidelines* contain procedures for evaluating barrier effectiveness.

In the environmental review process under §51.104(b), the location height and design of the berm and/or barrier shall be evaluated to determine its effectiveness, and impact on design and aesthetic quality, circulation and other environmental factors.

Appendix to Subpart B—definition of acoustical quantities

1. *Sound Level.* The quantity in decibels measured with an instrument satisfying requirements of American National Standard Specification for Type 1 Sound Level Meters S1.4–1971. Fast time-averaging and A-frequency-weighting are to be used, unless others are specified. The sound level meter with the A-weighting is progressively less sensitive to sounds of frequency below 1,000 hertz (cycles per second), somewhat as is the ear. With fast time averaging the sound level meter responds particularly to recent sounds almost as quickly as does the ear in judging the loudness of a sound.

(2) *Average Sound Level.* Average sound level, in decibels, is the level of the mean-square A-weighted sound pressure during the stated time period, with reference to the square of the standard reference sound pressure of 20 micropascals.

$$L_{dn} = 10 \log_{10} \left[\frac{1}{86400} \left(\int_{0000}^{0700} 10^{[L_A(t)+10]/10}\, dt + \int_{0700}^{2200} 10^{L_A(t)/10}\, dt + \int_{2200}^{2400} 10^{[L_A(t)+10]/10}\, dt \right) \right]$$

Time t is in seconds, so the limits shown in hours and minutes are actually interpreted in seconds. $L_A(t)$ is the time varying value of A-weighted sound level, the quantity in decibels measured by an instrument satisfying requirements of American National Standard Specification for Type 1 Sound Level Meters S1.4–1971.

3. *Loud Impulsive Sounds.* When loud impulsive sounds such as sonic booms or explosions are anticipated contributors to the noise environment at a site, the contribution to day-night average sound level produced by the loud impulsive sounds shall have 8 decibels added to it in assessing the acceptability of a site.

A loud impulsive sound is defined for the purpose of this regulation as one for which:

(i) The sound is definable as a discrete event wherein the sound level increases to a maximum and then decreases in a total time interval of approximately one second or less to the ambient background level that exists without the sound; and

(ii) The maximum sound level (obtained with slow averaging time and A-weighting of a Type 1 sound level meter whose characteristics comply with ANSI S1.4–1971) exceeds the sound level prior to the onset of the event by at least 6 decibels; and

(iii) The maximum sound level obtained with fast averaging time of a sound level meter exceeds the maximum value obtained with slow averaging time by at least 4 decibels.

Issued at Washington, D.C., on July 5, 1979.

Patricia Roberts Harris,
Secretary of Housing and Urban Development.

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Quiz on the Noise Regulations

Questions

1. What is the HUD policy on support for existing constructon in high noise areas?
2. What is the definition of "major or substantial rehabilitation"?
3. What is HUD's Interior noise goal?
4. What project approval authority does the Field Office have?
5. Who approves projects in the Unacceptable Zone?
6. What noise descriptor is used to express noise levels in the regulation?
7. How are loud impulsive sounds to be evaluated?
8. At what point on a building's exterior are sound levels to be determined?
9. What is the basic assumption behind the attenuation levels required?
10. What type of attenuation measures are preferred?
11. When should building attenuation measures be considered?
12. When are EIS's required?
13. When is an area considered "largely undeveloped"?
14. What is "Flexibility for Non-Acoustic Benefits"?
15. Six conditions are listed for waiving the attenuation requirement under the Flexibility for Non-Acoustic Benefits provision, how many must be met for the waiver to be granted?
16. Who has the authority to grant the attenuation requirements waiver under the "flexibility" provision?
17. What noise descriptors other than DNL are acceptable for aircraft noise contours?
18. Who normally approves areawide noise data such as airport noise contours?
19. If a site is partially in the Unacceptable Zone and partially in the Normally Unacceptable Zone, which review and approval procedures apply?
20. When should noise measurements be used in lieu of areawide data or *Noise Assessment Guidelines* calculations?

Quiz on the Noise Regulations

Answers

1. Noise exposure can not, by itself, be the basis for denying support for resale and purchase of existing buildings. (Section 51.101(a)(4))
2. "Major or substantial rehabilitation" is defined in individual program guidance. There is no single definition. (51.101(a)(5) marginal note)
3. 45 L_{dn} (Section 51.101(a)(9))
4. projects in Acceptable Zone; also projects in Normally Unacceptable Zone provided that
• adequate sound attenuation is provided
• no EIS is required (Section 51.102(a)(1))
5. The Assistant Secretary for Community Planning and Development. (Section 51.102(A)(3) and 51.104(b))
6. The day night average sound level system (DNL). (Section 51.103(a))
7. Two ways:
• If plain DNL levels have been calculated or measured, add a 8 decibel penalty.
• Alternatively, the C weighted day night average sound level system (L_{Cdn}) can be used as is. (Section 51.103(b))
8. Two meters (6.5 feet) away from the building exterior, moving towards the predominant noise source. (Section 51.103(c))
9. That current construction practices provide about 20 db attenuation. Thus in a 65 L_{dn} or lower area the interior goal of 45 L_{dn} would be met with standard construction. The additional attenuation required is the increment over that provided by standard construction necessary to achieve the interior goal of 45 L_{dn}. (Section 51.104(a) marginal note)
10. Measures which reduce **exterior** noise levels. (51.104(a))
11. Only after it has been determined that berms and barriers or site redesign are not practical alternatives. (Section 51.104(a))
12. When the project is located in the Unacceptable Zone or the project is located in a largely undeveloped area and the project is in the Normally Unacceptable Zone. (Section 51.104(b))
13. When the area within a 2 mile radius of the project is less than 50% developed for urban uses and infrastructure is not in place and available to serve the project. (Section 51.104(b)(1)(ii))
14. A provision in the regulations which allows the attenuation requirements for the 65–70 L_{dn} zone to be waived. (Section 51.105(a) and marginal note)
15. All six conditions must be met. (Section 51.105(a))
16. The field office. (Section 51.102(a))
17. NEF and CNEL. (Section 51.106(a)(1))
18. The Regional Office. (Section 51.106(a)(4))
19. The review and approval procedures for projects in the Unacceptable Zone apply. (Section 51.104(b)(2))
20. Only when the noise assessment indicates that the site is on the borderline between Acceptable and Unacceptable, or when the site is controversial. (Section 51.106(d))

Chapter 3

Major Policy and Implementation Questions Related to the Noise Regulation

As regulations are applied in the field, it is inevitable that questions will arise. It is, after all, very difficult to anticipate every situation when preparing a regulation. Sometimes the questions relate to specific and unique situations of limited interest to anyone but the office involved. Other questions, however, raise issues of more general concern. In this section we have brought together the most important and most relevant questions that have arisen since the noise regulation went into effect in August of 1979. We have used a question and answer format for your convenience.

The following are the topics included:

1. Noise projections for civil airports
2. Definition of infill for small towns
3. Areawide EIS waivers
4. Requirements for modernization and rehabilitation projects
5. Use of berms and barriers as attenuation measures
6. New and revised airport noise contours

Questions and Answers

1. How valid and useful are civil airport noise projections that show significant reductions in the amount of land exposed to high noise levels? Should we be suspicious?

Contours that show significant reductions in the area exposed to high noise levels may seem questionable, but, according to the Environmental Protection Agency, they may be quite accurate. The EPA does expect to see some significant reductions in the number of people exposed to high levels of aircraft noise over the next 15 years. In their report *Aviation Noise: The Next Twenty years*, EPA stated that they expected to see the number of people exposed to levels of 65 Ldn or greater to drop from a 1975 figure of 5,550,000 to about 2,650,000 in the year 2000. Much of this reduction would occur during the period 1980–1985 with more modest decreases thereafter. The reductions are expected to result from the Federal Aviation Administration's current noise certification requirements, even with up to 100% increases in aircraft operations. (Current certification requirements are for all new aircraft to achieve stage three noise levels and all older aircraft to achieve stage two levels by 1985. Progress has been good in meeting these requirements.)

In general then, you should not be surprised to see significant reductions in contour size if the following conditions are met:

- the decrease in size is no more than 50%;
- the increase in operations is no more than 100%; and
- FAR stage 3 aircraft, such as the B757 and B767, are included in the fleet mix, but not to the total exclusion of all other aircraft.

Assuming that the contours are otherwise technically correct, significantly smaller contours should be acceptable.

2. Many small towns aren't big enough for a project to meet the definition of infill contained in section 51.104 (b)(1)(ii). However, a project located in the heart of town can hardly be considered to be in a largely undeveloped area. Must an EIS be prepared?

Not necessarily. If the jurisdiction in which the project is located is not part of a standard metropolitan area, a project may be considered infill if it is within or contiguous to the already developed area and infrastructure (particularly water and sewer) is available and has the capacity to serve the project. It must also be clear that the project will not encourage the establishment of other incompatible land uses in the normally unacceptable noise zone.

If you believe a project meets these criteria, submit documentation to the Office of Environment and Energy for their review and determination.

3. What can we do to reduce the procedural burden when, for a variety of reasons, the Department expects to be considering a number of projects in an unacceptable noise zone? Most of the projects would probably qualify for an EIS waiver, but how can we avoid filling repetitive, individual requests?

While the number of cases where the Department would be seriously considering a number of projects exposed to unacceptable noise levels in the same jurisdiction is likely to be limited, there is an alternative to individual processing in those situations. The alternative is to issue an areawide waiver for the entire affected jurisdiction. Such a waiver can be useful when the unacceptable noise zone heavily impacts a substantially developed community with limited site alternatives. (In most cases we would expect that the noise source would be aircraft, but in very small towns it is possible that a heavily used rail line could create a large unacceptable noise zone.)

An areawide EIS waiver would, of course, have to have a more detailed environmental assessment than an individual project request, and there are other special processing steps.

But if you have a situation where you think the Department has a good reason to expect to process a number of projects within the unacceptable noise zone, there is an alternative to individual EIS waivers. Contact the Office of Environment and Energy for details on how to request the areawide waiver.

4. What exactly are the processing requirements and general policies for modernization and rehabilitation projects? Does secton 51.104 apply to them as well as to new construction? The noise regulation is a bit confusing on this.

Yes, the noise regulation is a bit confusing on this question. We have seen several instances where field offices have mistakenly applied the provisions of Section 51.104 to modernization and rehabilitation projects. We believe that this happens because section 51.104 is not as clearly titled as it might have been. It would be better if it read "special requirements for new construction" rather than simply "special requirements".

The only parts of the regulation that apply to modernization and rehabilitation projects are sections 51.101 (a)(5) and the definitions of normally unacceptable and unacceptable noise zones contained in the table in section 51.103. None of the other proessing or policy provisions of the table or of sections 51.102 and 51.104 apply. Therefore:

- modernization and rehabilitation projects are to be processed by the field offices regardless of the noise zone.
- EIS's are not required for modernization and rehabilitation projects unless mandated by other applicable environmental regulations.

You must however continue to encourage attenuation features in modernization and rehabilitation projects, in accordance with the general policy stated in section 51.101(a)(5).

5. We know that berms and barriers are the preferred type of noise attenuation because of the protection they provide for outdoor living areas, but we need some further guidance on when they are really the best choice.

While barriers can be an effective noise attenuation technique, they must, indeed, be used with caution and common sense because they can create more problems than they solve. Very high noise barriers can create significant aesthetic and financial problems relative to the noise benefit to be achieved. Barriers can block light, hinder natural ventilation, create an unpleasant sense of being walled in, and can be very unattractive. In addition, barriers do require continuing maintenance and can be very costly to build.

It is important to remember that the noise regulation says that "measures that reduce external noise at a site shall be used **wherever practicable.**" Is it practicable to propose a 20 foot high barrier only 15 feet from the rear of a two-story building? Granted it would certainly protect the building from noise, but what about the blocked light, the reduced ventilation, the visual impact, and the cost? The purpose of a barrier is primarily to reduce the noise levels in those outdoor areas that people use. The secondary purpose is to reduce the need for structural attenuation. Therefore, the barrier should only be as high as is necessary to protect those areas. Structural attenuation should be required for the parts of the building not protected by the barrier. And if there aren't any outdoor areas where low noise levels are important, barriers shouldn't be required unless they would be more cost effective than building attenuation measures.

6. What should we be doing once we have processed new or revised aircraft noise contours and they have been approved for use?

The most important thing you can do once new or revised aircraft noise contours have been approved for use is to tell the people who are most likely to be affected by the change. If you have a newsletter that you regularly publish, that is one way to get the word out. At the very least you should specifically notify the affected jurisdictions and the builders/developers who are known to be active in the vicinity of the noise impacted areas. Make sure you notify builders and developers who have large scale projects that you have been processing in sections. Go back and check your files to find them. Even though you should have done an overall environmental review of the project at the time the first section was submitted, the approval of individual sections is dependent on the noise levels at the time that section is submitted.

Chapter 4

Noise Attenuation

Introducton

HUD's noise policy (24 CFR 51B) clearly requires that noise attenuation measures be provided when proposed projects are to be located in high noise areas. The requirements set out in Section 51.104(a) are designed to insure that interior levels do not exceed the 45 L_{dn} level established as a goal in Section 51.101(a)(9). Thus, in effect, if the exterior noise level is 65 L_{dn} to 70 L_{dn}, 25 db of noise attenuation must be provided; if the exterior noise level is between 70 and 75 L_{dn}, then 30 db of attenuation is required. Likewise, for projects proposed for areas where noise levels exceed 75 L_{dn}, sufficient attenuaton must be provided to bring interior levels down to 45 L_{dn} or below.

There are three basic ways to provide the noise attenuation required:

1. the use of barriers or berms
2. site design
3. acoustical construction

Of these, only the first two provide any improvement in the exterior environment. Because HUD considers a quiet exterior environment to be important, we prefer the use of those measures that reduce exterior levels as well as interior levels. The use of acoustical construction by itself is, therefore, the least preferred alternative since it only affects the interior levels. While we recognize that in many cases barriers or site design cannot provide all the attenuation necessary, you should combine them with acoustical construction whenever possible.

Your responsibility as a HUD staff member is to:

- make sure the project sponsor or developer is aware of the attenuation requirements for the project.
- make the sponsor aware of the options available

and

- review attenuation proposals to make sure they are adequate.

While it is not your responsibility to provide detailed design assistance to the sponsor or developer, you should know enough about the attenuation options to give him or her a basic understanding of what must be done. In many cases, you may be able to reassure the sponsor or developer that the necessary attenuation can be achieved through the use of common construction techniques or materials. Or you may be able to point out how a simple site design change can achieve the desired result without additional cost.

The following sections are designed to provide you with the information you will need to fulfill your responsibilities. Each attenuation approach is discussed both in terms of basic concepts and in terms of what to look for in reviewing attenuation proposals. The discussion does assume that you have a working knowledge of the *Noise Assessment Gujidelines*. If you have not worked with the *Guidelines* before or not recently you may want to go back and review them, particularly the section on calculating the effects of barriers.

Barrier Noise Reduction Concepts

(The following, with some editing and with some additional graphics, is taken from the Federal Highway Administration's *Noise Barrier Design Handbook*.[1])

When no obstacles are present between [a source] and adjoining areas, sound travels by a **direct** path from the "sources"... to [the] "receivers"..., as shown in Figure 1. Introduction of a barrier between the source and receiver redistributes the sound energy into several [indirect] paths: a **diffracted** path, over the top of the barrier; a **transmitted** path, through the barrier; and a **reflected** path, directed away from the receiver. These paths are also illustrated in Figure 1.

[1] *Noise Barrier Design Handbook* US Department of Transportation, Federal Highway Administration, February 1976. (FHWA-RD-76-58).

Figure 1
Alteration of Noise Paths by a Barrier

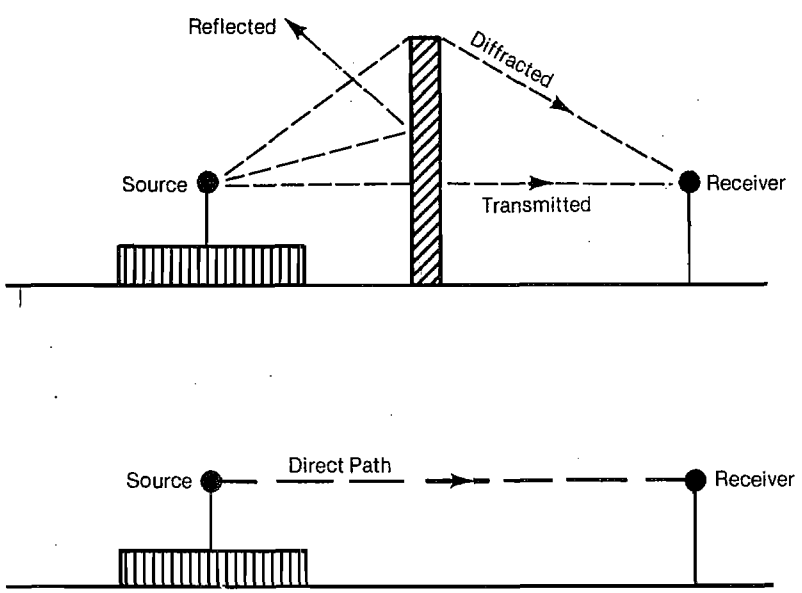

Barrier Diffraction and Attenuation

Consider an infinitely long, infinitely massive noise barrier placed between a highway and the receiver. Figure 2 illustrates a cross-section through such a configuration. [In] this example, the only way that sound can reach the receiver is by bending over the top of the barrier; as shown in the figure. The bending of sound waves in this manner over an obstacle is known as diffraction. The area in which diffraction occurs behind the barrier is known as the "shadow zone." The straight path from the source over the top of the barrier forms the boundary of this zone.

All receivers located in the shadow zone will experience some sound attenuation; the amount of attenuation is directly related to the magnitude of the diffraction angle ϕ. As ϕ increases, the barrier attenuation increases. The angle ϕ will increase if the barrier height increases, or if the source or receiver are placed closer to the barrier. Clearly then the barrier attenuation is a function of the geometrical relationship between the source, receiver, and barrier. One way of relating these parameters to the barrier attenuation is to define the path-length difference as shown in Figure 3. This parameter is the difference in distance that the sound must travel in diffracting over the top of the barrier rather than passing directly through it.

In the preceding discussion it was assumed that the barrier was "infinite"; i.e., long enough to shield the receiver from all sound sources up and down the highway. For short barriers, the attenuation can be seriously limited by the sound from sections of highway beyond the barrier's ends, which are unshielded from the receiver, as shown in Figure 4. Similarly, when there are large gaps in the barrier (to permit access, for example), sound from the unshielded section of highway adjacent to the gap can greatly compromise barrier attenuation, especially for those receivers close to the opening.

Figure 2
Barrier Diffraction

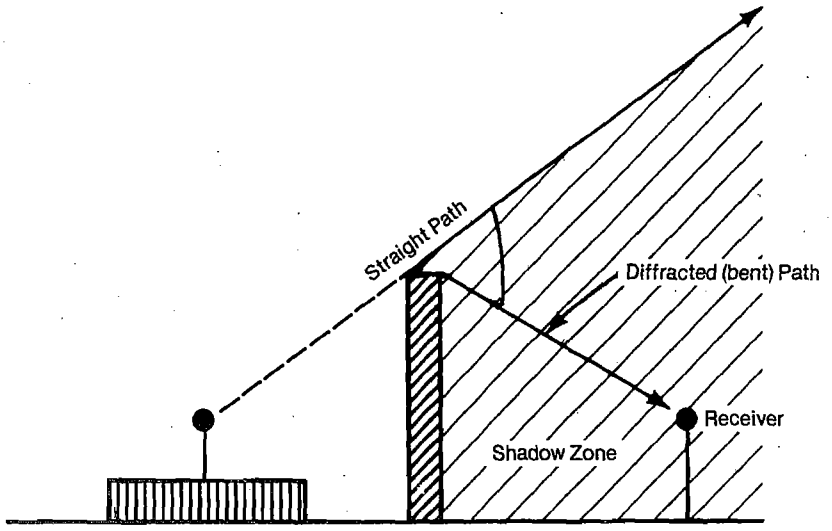

Figure 3
Path Length Difference $\delta = A + B - d$

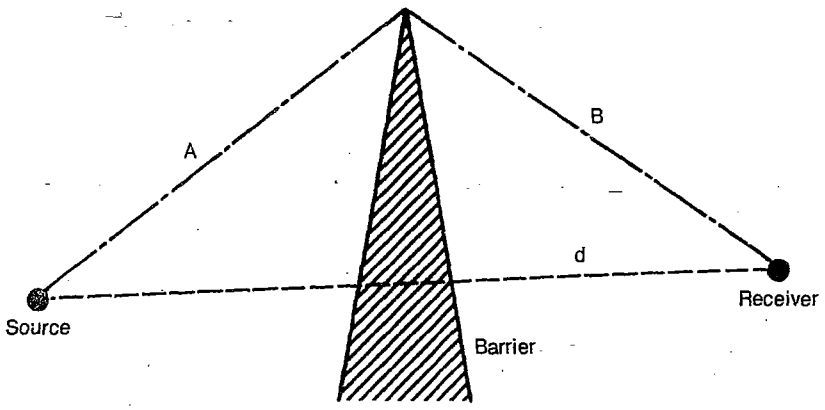

Figure 4
Short-circuit of Barrier Around Ends and Through Openings

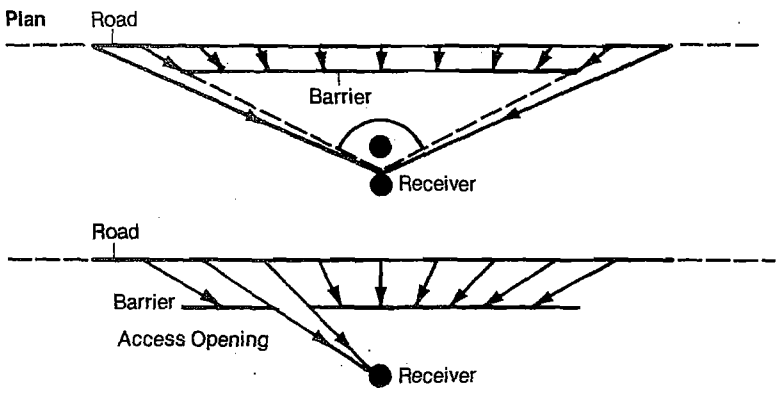

It should be mentioned that the use of barrier walls with sloped sides (forming angles of grater than 10–15 degrees from the vertical) will also generally eliminate multiple reflections. Use of earth berms is particularly appropriate to accomplish this. Sloped barrier walls will require more material to achieve a desired height than a vertical wall, while berms will require greater right-of-way than a thin wall.

Ground Effects

Consider again the direct path of sound from the source to receiver as illustrated in Figure 1 in the absence of any obstacles. For sources and receivers located close to the ground, in addition to this direct path sound energy may reach the receiver by reflecting off the ground. When the terrain is relatively hard and flat, such a reflection will add to the noise from the direct path to increase the level at the receiver. However, when the ground is soft, there may be a phase reversal upon reflection such that the noise from the ground reflection path will destructively interfere with the noise from the direct path resulting in a significant reduction in noise levels at the receiver.

This reduction in level, known as ground-effect attenuation, is in excess of the 3 dB per doubling of distance propagation loss for a line source of noise and occurs only above soft absorptive ground (such as normal earth and most ground with vegetation). Over hard ground (such as concrete, stone and very hard-packed earth) these effects do not occur. These effects are most apparent for receivers on the ground floor, and decrease rapidly as receiver height above ground increases.

While ground absorption effects are not completely understood, it is generally believed that these effects account for the 4.5 dB per doubling of distance propagation loss observed over soft ground, as compared to the 3 dB propagation loss observed over hard ground. The implication with regard to barrier design is that placement of a barrier over soft ground between source and receiver will re-direct the sound over the top of the barrier, thus destroying the ground reflection and the additional 1.5 dB per doubling of distance attenuation. Thus, the barrier must be designed to provide more reduction than would otherwise be necessary, to compensate for the lost ground effects over absorptive ground.

Summary

(From: *Design Guide*, National Bureau of Standards[1])

In summary, the following can be said about noise barriers.

- If a barrier does not block the line-of-sight between the source and receiver, the barrier will provide little or no attenuation.
- If a barrier is constructed of a material with a surface weight density greater than 4 lb/ft^2 and there are no openings through the barrier, transmitted sound will usually be negligible.
- If there are openings totaling over 10 percent or more of the barrier area, barrier attenuation will be negligible.
- Diffracted sound is usually the most important aspect in estimating barrier attenuation.
- Reflected sound can be important for receivers on the source side of a barrier, but it normally is not a factor for receivers on the side opposite from the source. Hence reflected sound is usually not important to your building and site.
- Transmission of sound around the ends of the barrier can be critical if the barrier included angle is less than 170°.
- Barrier attenuations greater than an A-weighted sound level difference of 10 dB are difficult to obtain.
- For two or more barriers "in series," consider only the "dominant" barrier.
- Assume no attenuation for a receiver located beyond the end of a barrier.

Reviewing Barrier Proposals

An effective barrier is one which reduces the noise level behind the barrier to 65 L_{dn} or lower. If a barrier can reduce the exterior noise level to 65 L_{dn}, then standard construction techniques should be sufficient to insure an interior level of 45 L_{dn} or below. Therefore, if you determine that a proposed barrier is adequate to reduce the exterior noise level to 65 L_{dn} then no additional attenuation measures should be necessary.

[1] *Design Guide for Reducing Transportation Noise in and Around Buildings*, US Department of Commerce, National Bureau of Standards, April 1978. (Building Science Series 84)

There are four things to check when determining the adequacy of a proposed barrier:

1. Is it high enough?
2. Is it long enough?
3. Is it made of the right materials?
4. Is it properly constructed?

Is it High Enough?

In order for a barrier to be effective it must be at least high enough to break the line of sight between the source and the receiver. In the *Noise Assessment Guidelines* you will find the procedure for determining how much attenuation is provided by a barrier of a given height.

In general, barriers and berms are most effective for one and two story buildings because a relatively low barrier can often provide the attenuation needed. The height that might be required to provide attenuation for much taller buildings is often not feasible for either cost or aesthetic reasons. However, even if a barrier can not be made high enough to attenuate the upper floors of a multistory building, it may still be able to provide some protection for outdoor recreational areas. Before discarding the barrier idea check for this possibility.

If you find that the barrier as proposed is too short to be effective but the sponsor or developer tells you that he or she can not make the barrier any higher, there are some alternatives you can suggest. There are ways to get more attenuation out of each foot of overall height.

As a general rule, barriers work better the closer they are to the source. Figure 6 shows a barrier that does not block the line of sight at all when it is located next to the receiver, yet is quite tall enough when located next to the source. Thus, if the sponsor or developer can not make the barrier any taller, perhaps he or she can move it closer to the source.

Another way to get more attenuation without increasing overall barrier height is to bend the top of the barrier towards the source. Figure 7 shows a case where a barrier built perfectly straight provides 8 dB of attenuation. A barrier with the same overall height but with a 45 degree bend towards the source provides 9.5 dB of attenuation. Thus if the project sponsor or developer wants to keep the overall height of the barrier down, he or she can still increase the attenuation provided simply by bending the top.

Figure 6
Effect of Moving the Barrier Closer to the Source

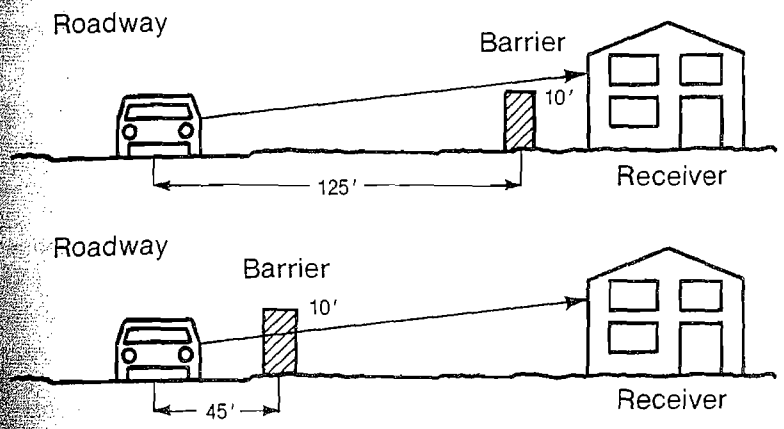

Figure 7
Effect of Bending the Top of the Barrier Towards the Source

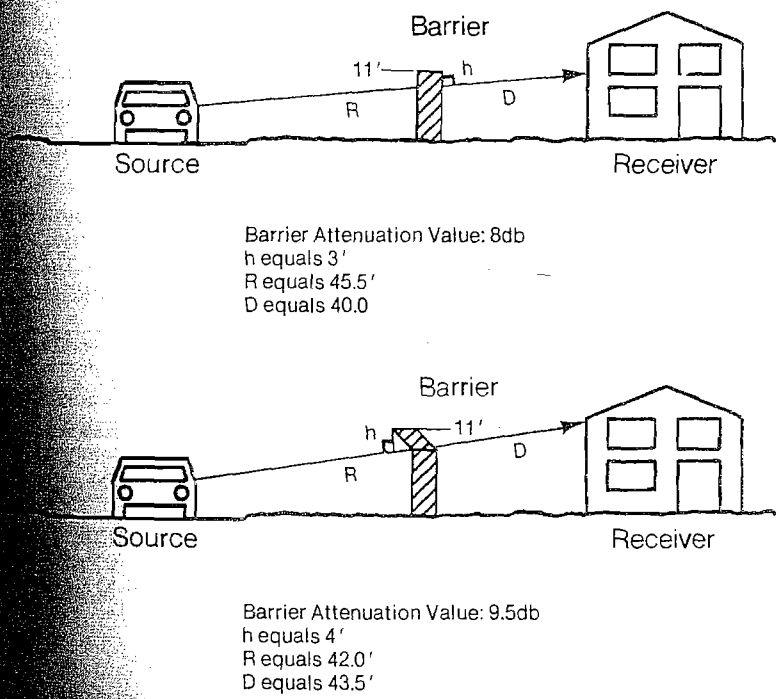

Thus, if your review of a proposed barrier shows it to be too short, but it can not be made any higher, suggest that the barrier be moved closer to the source or that it be bent at the top, or both.

Is It Long Enough?

Once you have established how much attenuation the barrier provides due to its height, you must determine if the length of the barrier compromises that attenuation level. Again, *the Noise Assessment Guidelines* contain a procedure for calculating the effect of barrier length.

If you find that the barrier is too short but that there are limitations on how long it can be made, there are, as there were with barrier heights, some recommendations you can make on how to improve the effectiveness of the barrier.

Again, if you bend the edges of the barrier, this time towards the **receiver** not the source, you will increase the effectiveness of the barrier. Figure 8 shows how much a barrier's effectiveness can be improved by bending the edges.

You can also improve the effectiveness of the barrier by moving it closer to the receiver. Figure 9 shows how much a barrier's effectiveness can be increased by moving it closer to the receiver. Now obviously, this creates a conflict with what we said earlier about moving the barrier closer to the source. Clearly each case will require a different compromise. If height is not a limiting factor but length is, you might recommend to the project sponsor or developer that the barrier be moved closer to receiver and the height increased as necessary. If the reverse is true, you would want to recommend the opposite. If both height and length are limited, then the sponsor or developer must find that optimum point where the effeciveness of both the barrier height and the barrier length is as high as possible.

Figure 8
Effect of Bending the Edges of Barrier Towards Receiver
(Both Barriers have Potential Value of 10db)

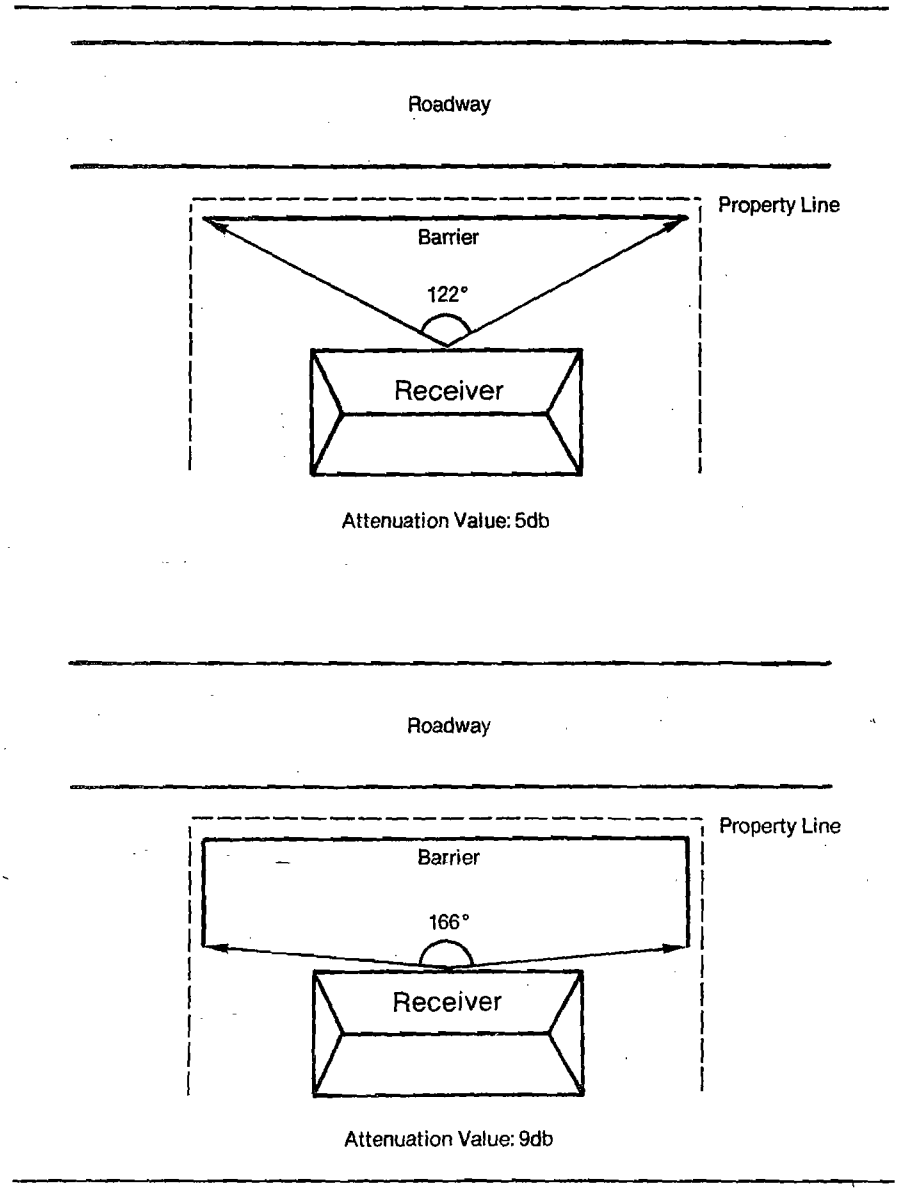

Is It Made of The Right Materials?

Even if a barrier is high enough and long enough, its effectiveness can be severely reduced if it is made up of lightweight materials that easily transmit sound waves. In the preceding section on barrier concepts we talked about how if the transmission loss value for the barrier material was not at least 10 db higher than the attenuation value of the barrier based on length and height there would be a significant reduction in the effectiveness of the barrier.

Therefore, once you have calculated the basic attenuation potential of the barrier, you must check to make sure the proper material is being used to build the barrier. Table 1 lists the transmission loss values for materials commonly used in barrier construction. Once you have found the transmission loss value for the material being used, go to Table 2. Read down the column with the transmission loss for the material at its top and across the line that has the attenuation potential for the barrier listed. Where the two intersect you will find the actual attenuation capability of the barrier.

If you find that the choice of material has severely reduced the effectiveness of the barrier, you should recommend that the sponsor or developer select another material.

Is It Properly Constructed?

Holes or openings can substantially reduce the effectiveness of a barrier. A barrier that has openings totaling 50% or more of its total area will provide no attenuation. A barrier that has openings totaling 10% of its total area has a maximum attenuation value of approximately 4db. That is 4db no matter how high, how long or how thick the barrier. So you can see that it is very important that the barrier is made of solid materials and that it is tightly constructed. In general the intended openings in a barrier should equal no more than 1% of total area and the construction specifications should require that all joints are tightly sealed.

Figure 9
Effect of Moving Barrier Closer to Receiver

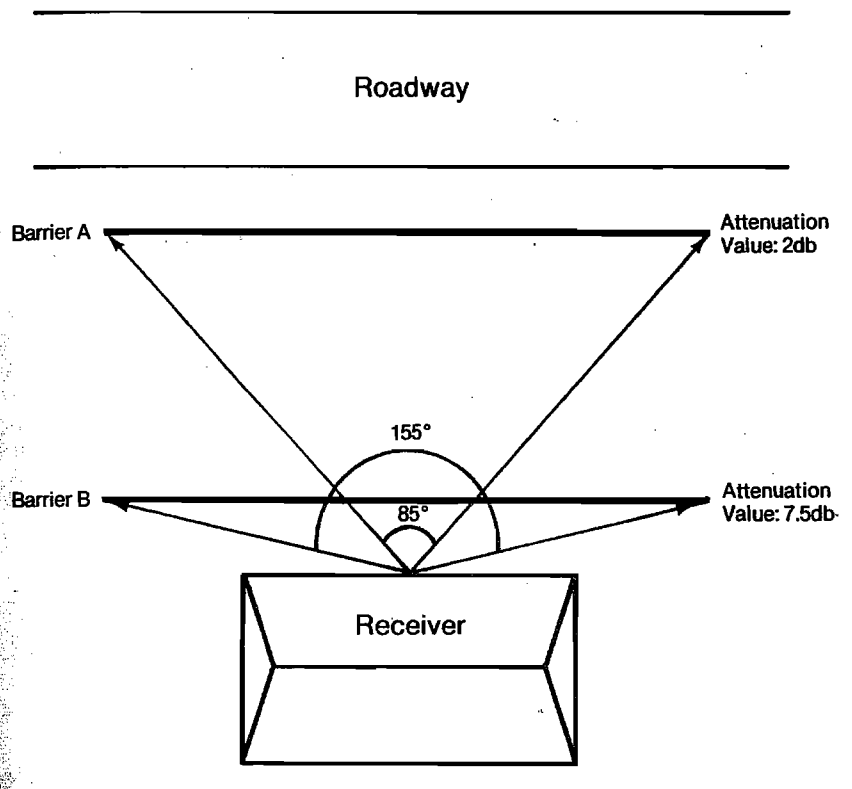

A Final Note

One thing should have become clear to you as you have been reading this section, and that is that in order for you to adequately review a project sponsor or developer's proposed barrier you must be given fairly specific information about the exact dimensions of the proposed barrier, the type and thickness of the barrier material, and the exact design of the barrier including construction specifications. Without this information you will be unable to do any more than a cursory evaluation, an evaluation that could be far from accurate. Make sure you make it clear to the developer or sponsor what you need to have.

Table 1
Transmission Loss Value for Common Barrier Materials

Material	Thickness, (Inches)	Transmission Loss, dBA (1)
Woods		
[illegible]	1/2	17
	1	20
	2	24
[illegible]	1/2	16
	1	19
	2	23
[illegible]ywood	1/2	16
	1	19
	2	23
[illegible]ker	1/2	15
	1	18
	2	22
[illegible]ywood	1/2	20
	1	23
[illegible]cle		
[illegible]rd	1/2	20
Metals		
[illegible]minum	1/16	23
	1/8	25
	1/4	27
	24 ga	18
	20 ga	22
	16 ga	15
	1/16	28
Concrete, Masonry, etc.		
Light Concrete	4	36
	6	39
Dense Concrete	4	40
Concrete Block	4	32
	6	36
Cinder Block (Hollow Core)	6	28
Brick	4	33
Granite	4	40
Composites		
Aluminum Faced Plywood	3/4	21-23
Aluminum Faced Particle Board	3/4	21-23
Plastic Lamina on Plywood	3/4	21-23
Plastic Lamina on Particle Board	3/4	21-23
Miscellaneous		
Glass (Safety Glass)	1/8	22
	1/4	26
Plexiglass (Shatterproof)		22-25
Masonite	1/2	20
Fiberglass/ Resin	1/8	20
Stucco on Metal Lath	1	32
Polyester with Aggregate Surface	3	20-30

[1]A-weighted TL based on generalized truck spectrum. Source: *Noise Barrier Design Handbook*, FHWA

Table 2
Noise Reduction of a Barrier as a Function of its Transmission Loss

Designed Attenuation, dB (from height) and length)	Tramission Loss, dB of Materials				
	10	15	20	25	30
5	3.8	4.6	4.9	5.0	5.0
6	4.5	5.5	5.8	6.0	6.0
7	5.2	6.4	6.8	6.9	7.0
8	5.9	7.2	7.7	7.9	8.0
9	6.5	8.0	8.7	8.9	9.0
10	7.0	8.8	9.6	9.9	10.0
11	7.5	9.5	10.5	10.8	11.0
12	7.9	10.2	11.4	11.8	11.9
13	8.2	10.9	12.2	12.7	12.9
14	8.5	11.5	13.0	13.7	13.9
15	8.8	12.0	13.8	14.6	14.9
16	9.0	12.5	14.5	15.5	15.8
17	9.2	12.9	15.2	16.7	16.8
18	9.4	13.2	15.9	17.2	17.7
19	9.5	13.5	16.5	18.0	18.7
20	9.6	13.8	17.0	18.8	19.6

Source: *Noise Barrier Design Handbook, FHWA*

Item No. E.2

MV00179692

Acoustical Site Planning Concepts

(This section, with some editing, is from *The Audible Landscape*, FHWA.[1])

The arrangement of buildings on a site can be used to minimize noise impacts. If incompatible land uses already exist, or if a noise sensitive activity is planned, acoustical site planning often provides a successful technique for noise impact reduction.

Many site planning techniques can be employed to shield a residential development from noise. These can include:

1. increasing the distance between the noise source and the receiver;
2. placing noise compatible land uses such as parking lots, maintenance facilities, and utility areas between the source and the receivers. Playgrounds and parks are not necessarily noise compatible activities.
3. locating barrier-type buildings parallel to the noise source or the highway; and
4. orienting the residences away from the noise.

The implementation of many of the above site planning techniques can be combined through the use of cluster and planned unit development techniques.

Distance

Noise can be effectively reduced by increasing the distance between a residential building and a highway. Distance itself reduces sound: doubling the distance from a noise source can reduce its intensity by as much as 3 dBA. In the case of highrise buildings, distance may be the only means, besides acoustical design and construction, of reducing noise impacts. This is because it is nearly impossible to provide physical shielding for the higher stories from adjacent noise.

Noise Compatible Land Uses as Buffers

Noise protection can be achieved by locating noise-compatible land uses between the highway and residential units. Whenever possible, compatible uses should be nearest the noise source. Figure 10 shows a proposed parking garage along two sides of a development in Boston. Both the

[1] *The Audible Landscape: A Manual for Highway Noise and Land Use*, US Department of Transportation, The Federal Highway Administration, November 1974. (GPO Stock Number: 5000-00079.)

Figure 10
Use of a Parking Garage to Shield a Residential Area

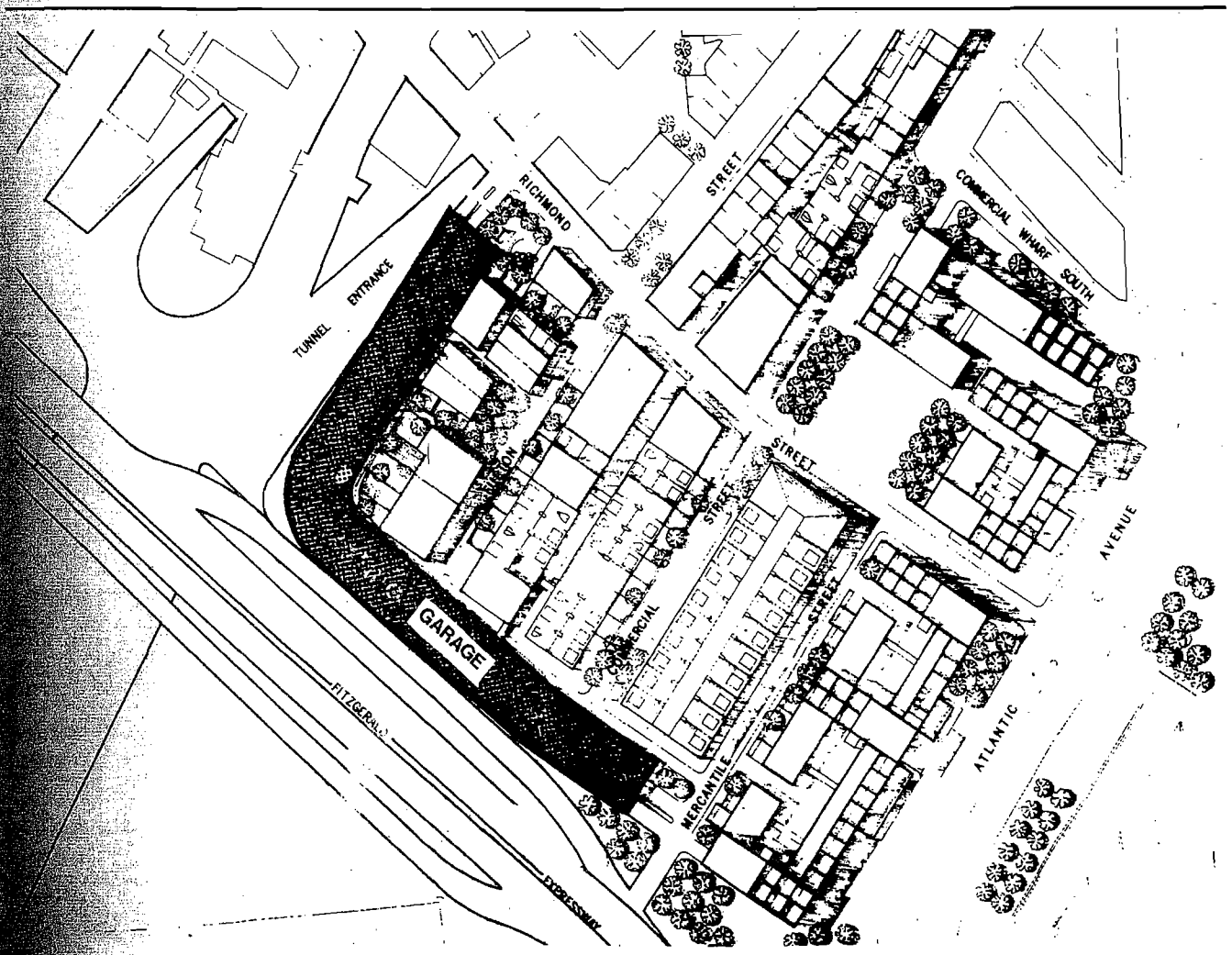

MV00179693

Fitzgerald Expressway and the entrance to the Callahan Tunnel which are shown on the site plan are major and noisy traffic routes. In addition to protecting the residential development from the noise and dirt of highway traffic, the parking garage provides needed facilities for the residents.

Buildings as Noise Shields

Additional noise protection can be achieved by arranging the site plan to use buildings as noise barriers. A long building, or a row of buildings parallel to a highway can shield other more distance structures or open areas from noise.

If the building being used as a barrier is sensitive to highway noise, the building itself must first be soundproofed. This technique was used in a housing project in England where a 3,900 foot long, 18 foot wide and 45-70 foot high wall (depending on the terrain) serves as both residence and a sound shield. The wall/building will contain 387 apartments in which the kitchens and bathrooms are placed towards the noise, and the bedrooms and living rooms face away from the highway. The wall facing the highway will be soundproofed and windows, when they exist, are sealed. Substantial noise reductions are expected.

Orientation

The orientation of buildings or activities on a site affects the impact of noise, and the building or activity area may be oriented in such a way as to reduce this impact.

Noise impacts can be severe for rooms facing the roadway since they are closest to the noise source. The noise impact may also be great for rooms perpendicular to the roadway because (a) the noise pattern can be more annoying in perpendicular rooms and (b) windows on perpendicular walls do not reduce noise as effectively as those on parallel walls because of the angle of the sound. Road noise can be more annoying in perpendicular rooms because it is more extreme when it suddenly comes in and out of earshot as the traffic passes around the side of the building, rather than rising and falling in a continuous sound, as it would if the room were parallel to passing vehicles.

Whether the noise impact is greater on the perpendicular or the parallel wall will depend on the specific individual conditions. Once the most severely impacted wall or walls are determined, noise impacts may be minimized by reducing or eliminating windows from these walls.

Buildings can also be oriented on a site in such a way as to exploit the site's natural features. With reference to noise, natural topography can be exploited and buildings placed in low noise pockets if they exist. If no natural noise pockets exist, it is possible to create them by excavating pockets for buildings and piling up earth mounds between them and the noise. Such a structure would obstruct the sound paths and reduce the noise impacts on the residences.

Cluster and Planned Unit Development

A cluster subdivision is one in which the densities prescribed by the zoning ordinance are adhered to but instead of applying to each individual parcel, they are aggregated over the entire site, and the land is developed as a single entity. A planned unit development, or P.U.D., is similar but changes in land use are included, such as apartments and commercial facilities in what would otherwise be a single-family district.

From Figure 11 it can be seen how the conventional grid subdivision affords no noise protection from the adjacent highway. The first row of houses bears the full impact of the noise. In contrast, the cluster and P.U.D. techniques enable open space and commercial uses respectively to serve as noise buffers. Examples of this are shown in Figures 12 and 13. A word of caution is necessary: in a cluster development, the required open space can be located near the highway to minimize noise to the residences. However, many recreation uses are noise sensitive, and when one takes advantage of the flexibility of cluster development to minimize noise, care must be taken not to use all of the available open space in

Figure 11
Conventional Grid Subdivision

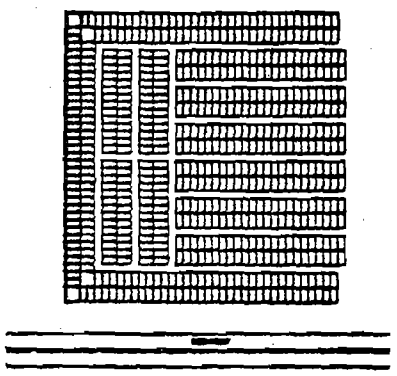

Figure 12
Placement of Noise Compatible Uses Near a Highway in a PUD

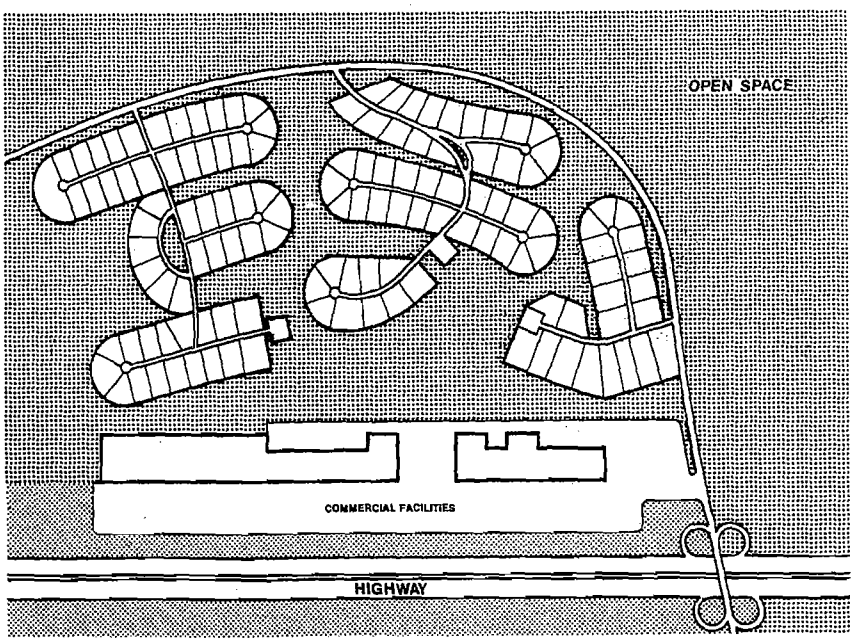

buffer strips, thus depriving the development of a significant open space area. Where high noise levels exist, a combination of buffer strips and other techniques (such as berms and acoustical sound proofing) can be employed.

The flexibility of the cluster and planned unit development techniques allows many of the above site planning techniques to be realized and effective noise reduction achieved.

Reviewing Site Plans

There are two main things to check when reviewing site plan changes to determine if the revised site plan provides adequate attenuation for the noise sensitive uses:

1. Is the separation between the source and the receiver great enough?
2. If noise-compatible buildings are being used as barriers for other buildings, are they adequate barriers, i.e., are they long enough and are they high enough? (And, if the buildings being used as barriers contain noise sensitive activities, have the buildings been properly soundproofed.)

In order to determine whether the proposed site plan changes will provide adequate separation between the source and the receiver, you simply go back to the *Noise Assessment Guidlines* procedures. You can use the *Guidelines* both to determine if the proposed separation distance is sufficient or to determine the necessary separation distance. You should at this point check to make sure that the uses being located in the "buffer zone" between the source and the receiver are indeed noise compatible uses. If parks or playgrounds are located in the buffer zone, make sure they are not the only ones associated with the project.

To determine whether the noise compatible buildings being proposed as barriers are adequate, you simply use the procedures outlined in the preceding section. Determine whether the building is high enough to properly break the line of sight between the receiver and the source. Then determine if the building is long enough. It is not necessary to check to make sure it is made of the proper materials or that it is properly constructed since the building will be inherently thick enough not to have any problems. Again, however, if the building being proposed as a barrier contains noise sensitive uses you must first verify that it is properly soundproofed. (See the next section for guidance on acoustical construction.) If the building is not properly soundproofed then it can not be used as a barrier for other buildings.

As you review the site plan check to see that the building locations will not aggravate noise problems. Figure 14 shows how building arrangement can make the noise problem worse.

Figure 13
Open Space Placed Near a Highway in a Cluster Development

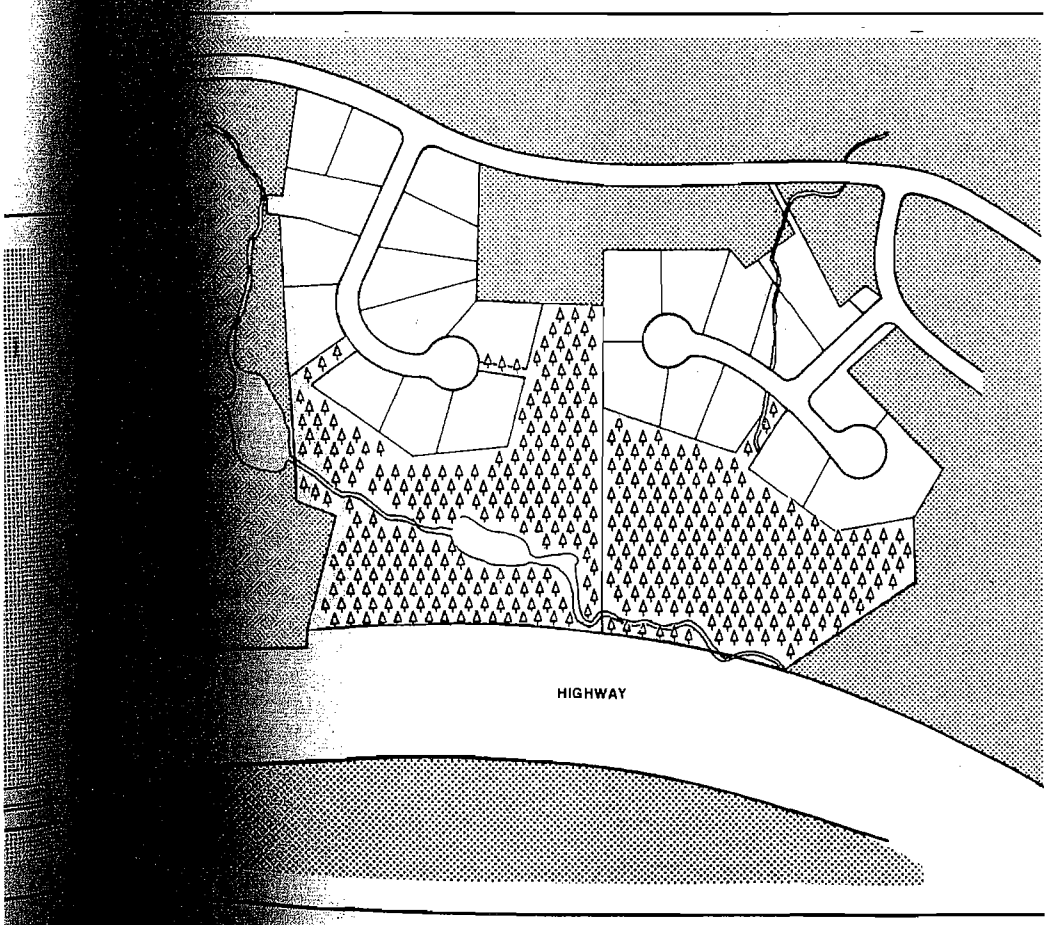

Figure 14
Orientation of Buildings on Sites

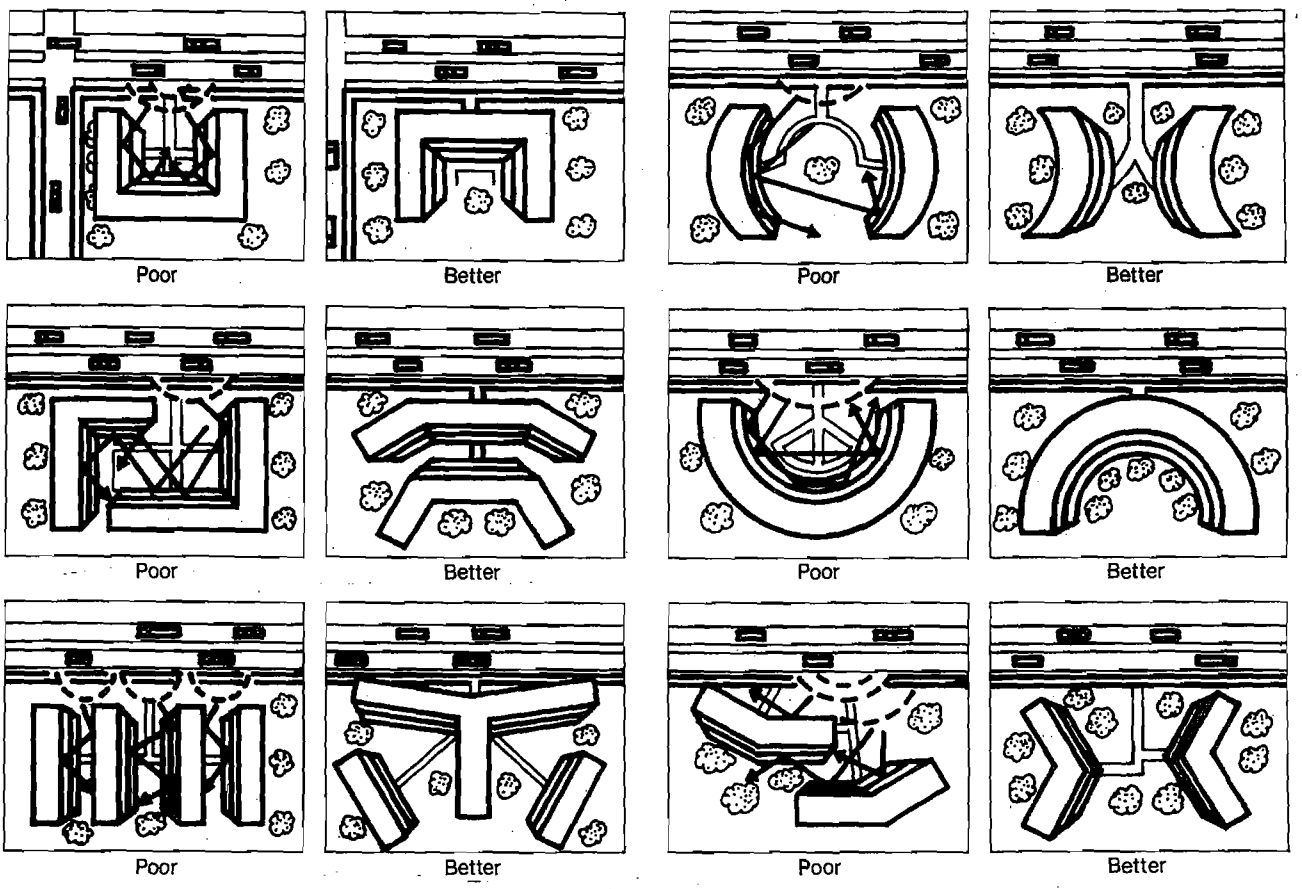

Acoustical Construction Concepts

(This section, with some editing is taken from the *Audible Landscape, FHWA.*[1])

Noise can be intercepted as it passes through the walls, floors, windows, ceilings, and doors of a building. Examples of noise reducing materials and construction techniques are described in the pages that follow.

To compare the insulation performance of alternative constructions, the Sound Transmission Class (STC) is used as a measure of a material's ability to reduce sound. Sound Transmission Class is equal to the number of decibels a sound is reduced as it passes through a material. Thus, a high STC rating indicates a good insulating material. It takes into account the influence of different frequencies on sound transmission, but essentially the STC is the difference between the sound levels on the side of the partition where the noise originates and the side where it is received. For example, if the external noise level is 85 dB and the desired internal level is 45 dB, a partition of 40 STC is required. The Sound Transmission Class rating is the official rating endorsed by the American Society of Testing and Measurement. It can be used as a guide in determining what type of construction is needed to reduce noise.

The use of the STC rating system for transportation noise is a subject of some debate. The STC rating was originally intended primarily for use with interior partitions and relates to the "subjective impressions of the sound insulation provided against the sounds of speech, radio, television, music, and similar sources of noise in offices and dwellings."[2] However, since it remains the only widely used noise reduction rating system for materials the STC system is very often used even with transportation noise. When STC ratings are used for transportation noise you should be aware that the STC ratings may be a few dB too high. For example, the STC rating for a standard frame 2 × 4 wall with exterior siding, and sheathing and interior sheetrock may be 37 dB.[3] If rated specifically for transportation noise the dB reduction rating might drop to 34 dB.[4] All this really means, however, is that you should use the STC ratings with a bit of caution and remain aware of the possible 2-3 dB overstating that you may get with the STC rating system. Throughout this text we will be talking in terms of STC ratings for materials and assemblies.

[1] *The Audible Landscape: A Manual for Highway Noise and Land Use*, US Department of Transportation, the Federal Highway Administration, November 1974. (GPO Stock #5000-00079).

[2] *Acoustical and Thermal Performance of Exterior Residential Walls, Doors, and Windows*, US Department of Commerce, National Bureau of Standards, November 1975. (NBS Building Science Series 77) page 21.

[3] Ibid., p. 29

[4] *Design Guide for Reducing Transportation Noise In and Around Buildings*, p. 137.

Walls

Walls provide building occupants with the most protection from exterior noise. Different wall materials and designs vary greatly in their sound insulating properties. Figure 15 provides a visual summary of some ways in which the acoustical properties can be improved:

Increase the mass and stiffness of the wall. In general, the denser the wall material, the more it will reduce noise. Thus, concrete walls are better insulators than wood walls of equal thickness. Increasing the thickness of a wall is another way to increase mass and improve sound insulation. Doubling the thickness of a partition can result in as much as a 6 dB reduction in sound.[1] However, the costs of construction tend to limit the feasibility of large increases in wall mass.

The relative stiffness of the wall material can influence its sound attenuation value. Care must be taken to avoid wall constructions that can vibrate at audible frequencies and transmit exterior sounds.

[1] R. K. Cooke and P. Chrzanowski, "Transmission of Noise Through Walls and Floors," Cyril Harris, ed., Handbook of Noise Control, McGraw-Hill Book Company, Inc. (New York, 1957).

Figure 15
The Audible Landscape

Factors which influence sound attenuation of walls

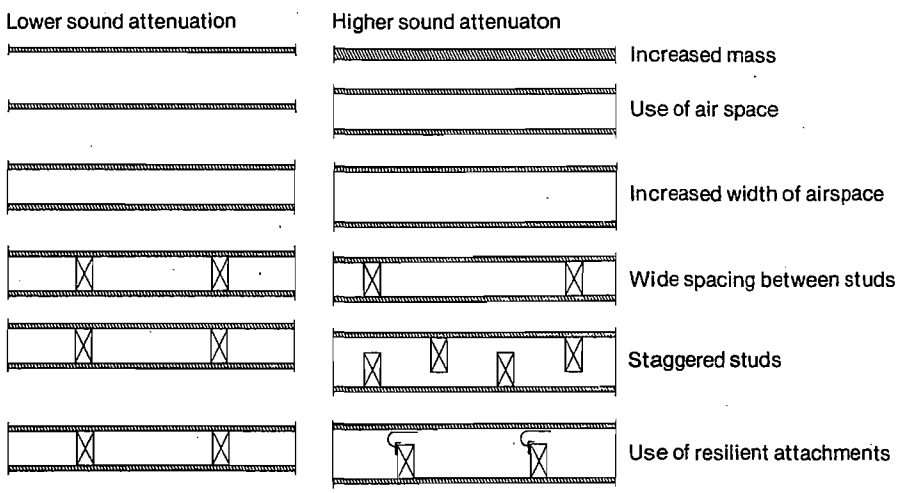

Use cavity partitions. A cavity wall is composed of two or more layers separated by an airspace. The airspace makes the cavity wall a more effective sound insulator than a single wall of equal weight, leading to cost savings.

Increase the width of the airspace. A three inch airspace provides significant noise reduction, but increasing the spacing to six inches can reduce noise levels by an additional 5 dBA. Extremely wide airspaces are difficult to design.

Increase the spacing between studs. In a single stud wall, 24 inch stud spacing gives a 2-5 dB increase in STC over the common 16 inch spacing.[2]

Use staggered studs. Sound transmission can be reduced by attaching each stud to only one panel and alternating between the two panels.

[2]Leslie T. Doelle, Environmental Acoustics (New York, McGraw-Hill Book Company, 1972), pp. 232-233.

Use resilient materials to hold the studs and panels together. Nails severely reduce the wall's ability to reduce noise. Resilient layers such as fiber board and glass fiber board, resilient clips, and semi-resilient attachments are relatively inexpensive, simple to insert, and can raise the STC rating by 2-5 dB.[1]

Use dissimilar layers. If the layers are made of different materials and/or thickness, the sound reduction qualities of the wall are improved.[2]

Add acoustical blankets. Also known as isolation blankets, these can increase sound attenuation when placed in the airspace. Made from sound absorbing materials such as mineral or rock wool, fiberglass, hair felt or wood fibers, these can attenuate noise as much as 10 dB.[3] They are mainly effective in relatively lightweight construction.

Seal cracks and edges. If the sound insulation of a high performance wall is ever to be realized, the wall must be well sealed at the perimeter. Small holes and cracks can be devastating to the insulation value of a wall. A one-inch square hole or a 1/16 inch crack 16 inches long will reduce a 50 STC wall to 40.[4]

Figure 16 shows a sample of wall types ranging from the lowest to the highest sound insulation values.

Remember that the effectiveness of best wall construction will be substantially reduced if you permit vents, mail slots or similar openings in the walls. If vents are permitted the ducts must be specially designed and insulated to make sure noise does not reach the inside. The best approach is simply to eliminate all such openings on impacted walls.

[1]Ibid, p. 172
[2]Ibid, p. 162
[3]Doelle, p. 20
[4]United States Gypsum, Sound Control Construction, Principles and Performance (Chicago, 1972), p. 66

Figure 16
Walls

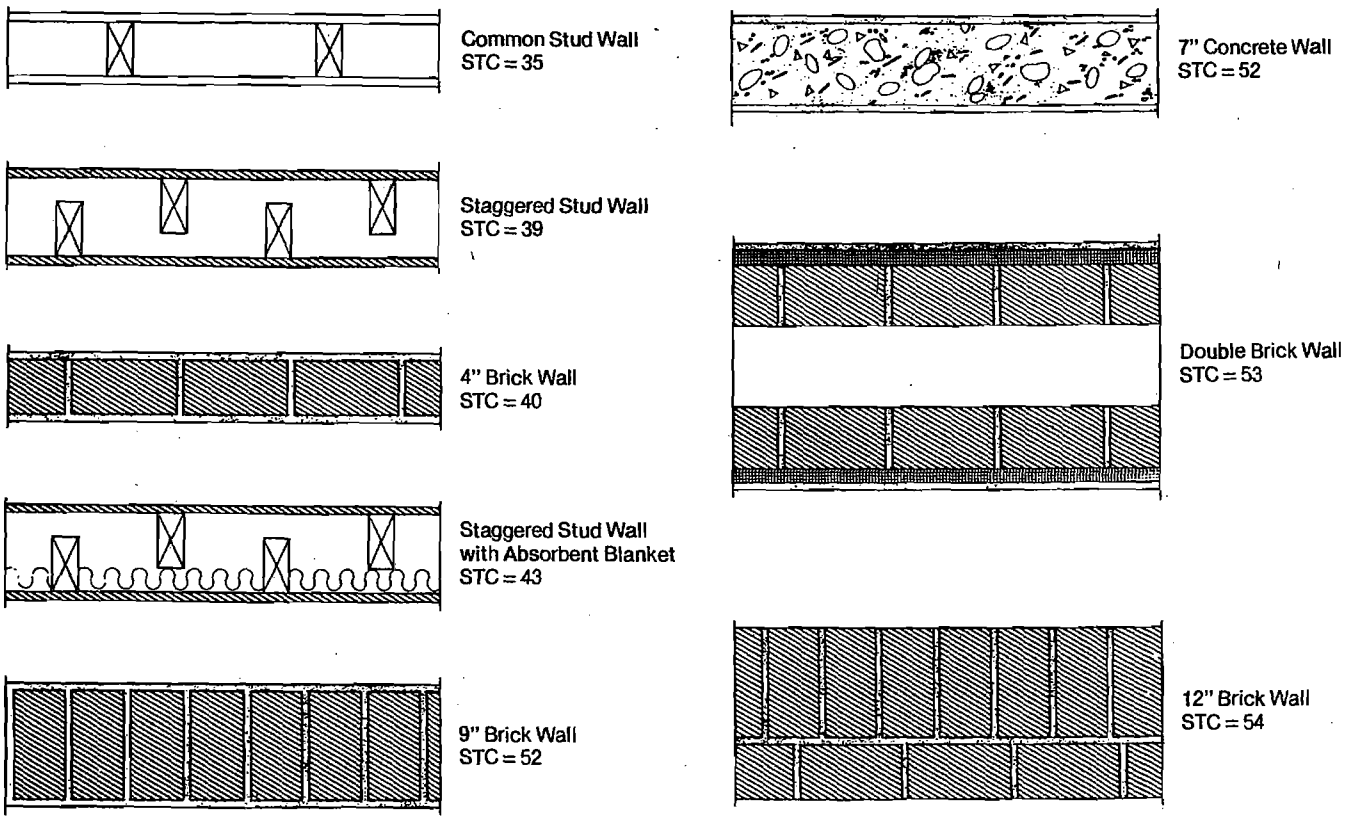

Windows

Sound enters a building through its acoustically weakest points, and windows are one of the weakest parts of a wall. An open or weak window will severely negate the effect of a very strong wall. Whenever windows are going to be a part of the building design, they should be given acoustical consideration. Figure 17 illustrates the effects of windows on the sound transmission of walls. For example, if a wall with an STC rating of 45 contains a window with an STC rating of 26 covering 30% of its area, the overall STC of the composite partition will be 35, a reduction of 10 dB.

The following is a discussion of techniques that can be used to reduce noise in a building by means of its windows. These techniques range from a blocking of the principal paths of noise entry to a blocking of the most indirect paths.

Close windows. The first step in reducing unwanted sound is to close and seal the windows. The greatest amount of sound insulation can be achieved if windows are permanently sealed. However, openable acoustical windows have been developed which are fairly effective in reducing sound.[1] Whether or not the sealing is permanent, keeping windows closed necessitates the installation of mechanical ventilation systems. If you are dealing with single family houses and some of the windows are facing away from all noise sources, a whole house fan may be better and cheaper than air conditioning. In multifamily housing or where all windows are exposed to the noise sources you will have to go with the air conditioning. If windows must be openable, special seals are available which allow windows to be opened.[2]

Reduce window size. The smaller the windows, the greater the transmission loss of the total partition of which the window is a part. Reducing the window size is a technique that is used because (a) it precludes the cost of expensive acoustical windows, and (b) it saves money by cutting down the use of glass. The problems with this technique are (a) it is not very effective in reducing noise; e.g., reducing the proportion of window to wall size from 50% to 20% reduces noise by only 3 decibels; and (b) many building codes require a minimum window to wall size ratio.

Figure 17
STC

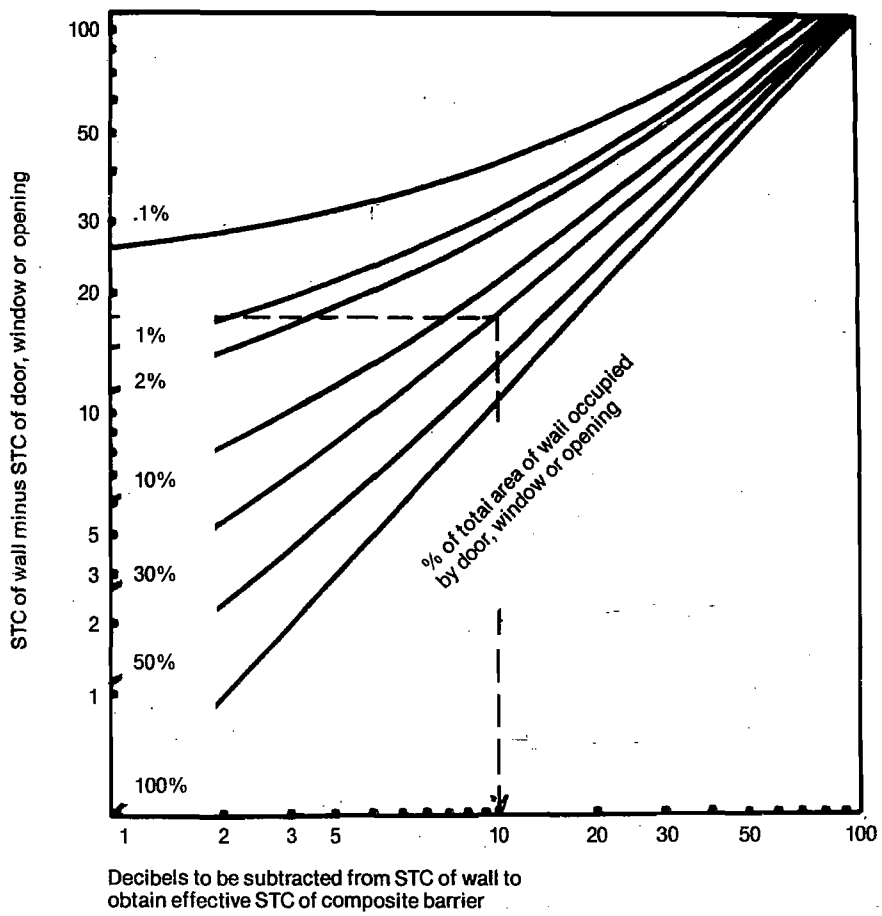

Increase glass thickness. If ordinary windows are insufficient in reducing noise impacts in spite of sealing techniques, then thicker glass can be installed. In addition, this glass can be laminated with a tough transparent plastic which is both noise and shatter resistant. Glass reduces noise by the mass principle; that is, the thicker the glass, the more noise resistant it will be. A 1/2-inch thick glass has a maximum STC rating of 35 dB compared to a 25 dB rating for ordinary 3/16 inch glass.

Instructions on use of graph

1. Subtract the STC value of the door, window or opening from the STC value of the wall.
2. Enter the vertical axis of the graph at the point that matches the value from step 1.
3. Read across to the curve that represents the percentage of the total area of the wall that is taken up by the door, window, or opening.
4. Read down to the horizontal axis.
5. Subtract the value on the horizontal axis from the original STC value of the wall. The result is the composite STC value of the wall and the door, window or opening.

[1] U.S. Department of Housing and Urban Development, A Study of Techniques to increase the Sound Insulation of Building Elements, Report No. WR 73-5, Washington, D.C., June 1973.

[2] Los Angeles Department of Airports, *Guide to the Soundproofing of Existing Homes Against Exterior Noise.* Report No. WRC 70-2, March 1970, pp. 9-11, 22-30. In this report, the function and performance of a number of operable seals are described.

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However, glass thicknesses are only practical up to a certain point, when STC increases become too insignificant to justify the cost. For example, a 1/2 inch thick glass can have an STC of 35; increasing the thickness to 3/4 inch only raises the STC to 37. However, a double glass acoustical window consisting of two 3/16 inch thick panes separated by an airspace will have an STC of 51 and can cost less than either solid window.

In addition to thickness, proper sealing is crucial to the success of the window. To prevent sound leaks, single windows can be mounted in resilient material such as rubber, cork, or felt.

Install Double-Glazed Windows. Double-glazed windows are paired panes separated by an airspace or hung in a special frame. Generally, the performance of the double-glazed window may be increased with:

- increased airspace width
- increased glass thickness
- proper use of sealings
- slightly dissimilar thicknesses of the panes
- slightly non-parallel panes

In general the airspace between the panes should not be less than 2–4 inches if an STC above 40 is desired. If this is not possible, a heavy single-glazed window can be used. The use of slightly non-parallel panes is a technique employed when extremely high sound insulation is required, such as in control rooms of television studios.

The thickness of double-glazed panes may vary from 1/8 to 1/4 inch or more per pane. Although thickness is important, the factors which most determine the noise resistance of the window is the use of sealant and the width of the airspace.

As in the case of all windows, proper sealing is extremely important. To achieve an STC above 43, double-glazed windows should be sealed permanently. If the windows must be openable, there are available special frames and sealers for openable windows which allow a maximum STC of 43.[1]

Permanently sealed double-glazed windows often require an air pressure control system to maintain a constant air pressure and minimal moisture in the airspace. Without this system, the panes may deflect, and, in extremely severe cases, pop out of the frames.

[1]Ibid.

To further insure isolation of noise between double-glazed panes, the panes could be of different thicknesses, different weights, and slightly non-parallel to each other. This prevents acoustical coupling and resonance of sound waves.

Doors

Acoustically, doors are even weaker than windows, and more difficult to treat. Any door will reduce the insulation value of the surrounding wall. The common, hollow core wood door has an STC rating of 17 dB. Taking up about 20% of the wall, this door will reduce a 48 STC wall to 24 STC. To strengthen a door against noise, the hollow core door can be replaced by a heavier solid core wood door that is well sealed[1] and is relatively inexpensive. A solid core wood door with vinyl seal around the edges and carpeting on the floor will reduce the same 48 STC wall to only 33 dB.[2] An increased sound insulation value can be achieved if gasketed stops or drop bar threshold closers are installed at the bottom edge of the door. (See Figure 18)

The alternative solution to doors is to eliminate them whenever possible from the severely impacted walls and place them in more shielded walls.

In any case no mail slots or similar openings should be allowed in exterior doors.

Roofs

Acoustical treatment of roofs is not usually necessary unless the noise is extremely severe or the noise source is passing over the building. The ordinary plaster ceiling should provide adequate sound insulation except in extremely severe cases. An acoustically weak roof which is likely to require treatment is the beamed ceiling.[3] Beamed ceilings may be modified by the addition of a layer of fiberglass or some other noise resistent material. Suspended ceilings are the most effective noise reducers but they are also the most expensive.

[1]D.E. Bishop and P.W. Hirtle, "Notes on the Sound Transmission Loss of Residential-Type Windows and Doors," Journal of the Acoustical Society of America, 43:4 (1968).

[2]U.S. Gypsum, Sound Control... p. 100.

[3]Ibid p. 15.

Figure 18

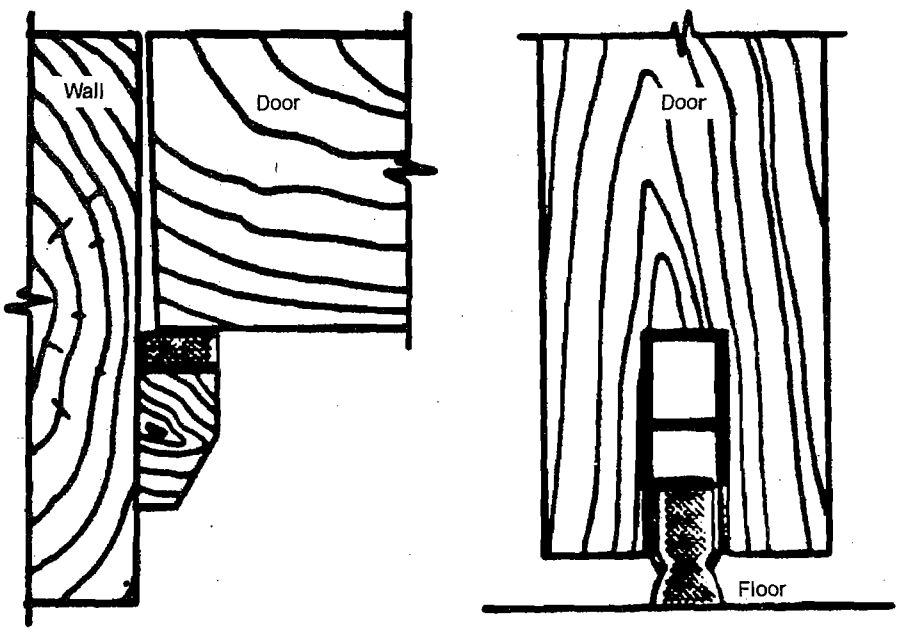

Gasketed door stop

Drop bar threshold closer

Floors

In the case of highway noise, floors would only require acoustical treatment if the highway were passing under the building. In this case, flooring would have to provide protection against structural vibrations as well as airborne sound.

Two ways to insulate a floor from noise are to install a solid concrete slab at least 6 inches thick or install a floating floor. In general, the floating floor gives the greatest amount of sound and vibration insulation; however, it is extremely expensive. Basically, a floating floor consists of a wood or concrete slab placed over the structural slab, but separated by a resilient material. The resilient material isolates the surface slab from the structural slab and the surrounding walls.

What to Look for When Reviewing Plans

The number of possible combinations of the building materials that go into walls, ceilings, windows and doors, is, no doubt, considerably short of infinite. It is however still a very large number, large enough that it would be impossible to compile a list of all the possible combinations. Therefore, do not expect to find in this section, or anywhere else for that matter, a neat table showing the STC ratings for all the types of construction you may encounter. In fact, it is not really your responsibility to determine the precise STC ratings for the walls, ceilings, windows and doors in the projects you review. Your job is simply to review the attenuation levels claimed by the sponsor/developer and determine whether or not they are reasonable.

To enable you to perform the above described task, we have prepared a list of the most common types of construction for which we have STC ratings. By comparing the type of construction proposed to one of these "model" types you should be able to tell whether the claimed STC rating is reasonable. For example, the sponsor/developer submits a description of his building stating that a 2 × 6 stud wall with standard sheathing, insulation, wood siding, and 1/2" gypsum board achieves a STC rating of 48. You look at Table 3 and find that the closest "model" wall is a 2 × 4 stud wall with wood siding, sheathing, insulation, and 1/2" gypsum board. This wall has a STC rating of 39. An 9 dB difference is quite significant considering that the walls are really quite similar. You would probably want to go back to the developer/sponsor and ask for some supporting data that proves that the 2 × 6 wall he proposes will indeed provide 48 dB of noise attenuation.

In order to make it easier to review the attenuation levels provided by the proposed construction, we suggest that you ask the developer/sponsor to complete a form such as shown in Figure 19. Such a form will give you all the information you need in a properly organized format that will facilitate your review. You could fill in the first part and simply have the developer/sponsor fill out the second part and return it with the developer certification or other project documents.

As you will recall from the previous section, most walls provide pretty good attenuation by themselves. It is the presence of windows and doors and openings such as vents that reduces the attenuation capability of the wall. Thus, after you have determined whether the basic wall itself has a reasonable STC, you must review the impact of the windows and doors. You do this by using Figure 17. First you determine the difference between the STC ratings for the wall and the windows. You enter the vertical axis of Figure 17 with that number. You read across until you intersect the line that represents the percentage of the wall taken up by the windows. Then you read down to the horizontal axis where you wil find the value to be subtracted from the basic STC value of the wall. The resulting number is the combined STC value for the wall. If the wall also contains a door, repeat the same procedure, only start out with the modified STC rating for the wall. If the wall has doors only, then obviously you start with the basic wall STC rating. Finally you compare the number you have derived with that listed by the developer/sponsor. If they are fairly close, you need not pursue it further. If there is a substantial difference, you should ask for an explanation or documentation from the developer.

Once again, we caution you about borderline cases. If the attenuation required is 30 dB and the STC rating for the proposed construction is exactly 30 dB, you may want to ask the developer to provide even more attenuation. Remember that we discussed how the STC rating may overstate the actual attenuation provided by as much as 3 dB. If an additional 3 dB can be achieved at minimum cost, we would strongly urge that you seek it from the developer/sponsor.

Finally check to make sure the developer has provided some form of mechanical ventilation. If it's a single family house and a whole house fan is the means of ventilation being provided make sure that there are operable windows on walls which do not face the noise source(s) nor are perpendicular to the source(s). Otherwise the residents will have to open windows on the exposed wall, thus cancelling out much of the attenuation achieved.

Table 3
STC Ratings for Typical Building Components[1]

Building Component	Description	STC Rating
Frame Wall	a. 5/8" x 10" Redwood Siding b. 1/2" Insulation Board Sheathing c. 2 x 4 studs 16" o.c. d. Fiberglass Building Insulation e. 1/2" Gypsum Board attached directly to studs	39 dB
Stucco/Frame Wall	a. 7/8" Stucco b. No. 15 felt Building Paper and 1" Wire Mesh c. 2 x 4 Studs 16" o.c. d. Fiberglass Building Insulation e. 1/2" Gypsum Board attached directly to studs	46
Brick Veneer Wall	a. Face Brick b. 1/2" Airspace with metal ties c. 3/4" Insulation Board Sheathing d. 2 x 4 Studs 16" o.c. e. Fiberglass Building Insulation f. 1/2" Gypsum Board attached directly to studs	56
Masonry Wall	a. 1" Stucco b. 8" thick Hollow Concrete Block c. 1/2" Gypsum Board attached to furring strips	49 (estimated)
Windows	Wood double hung, closed but unlocked, single glazing	23
	Aluminum sliding, latched, single glazing	24
	Wood double hung, closed but unlocked, glazed with 7/16" insulating glass	22
	Aluminum single hung, closed, glazed with 7/16" insulating glass	25
	Wood, double hung, sealed, glazed with 7/16" insulating glass with single glazed storm sash–2 1/8" separation	35
	Aluminum sliding, closed, single glazed with single glazed storm sash, 1/8" separation	22
Exterior Doors	Wood, flush solid core, with brass weather stripping	27
	Wood, flush solid core, plastic weather stripping, aluminum storm door	34
	Wood, French door, brass weather stripping	26
	Steel, flush, with urethane foam core, with magnetic weather stripping	28
Roof	Shingle Roof with attic, 1/2" gypsum wall board ceiling framed independently of roof	43 (estimated)

[1]Except as noted, all STC ratings are from: *Acoustical and Thermal Performance of Exterior Residential Walls, Doors and Windows*, National Bureau of Standards.

Figure 19
Description of Noise Attenuation Measures
(Acoustical Construction)

Part I

Project Name _____

Location _____

Sponsor/Developer _____

Noise Level (From NAG) _____ Attenuation Required _____

Primary Noise Source(s) _____

Part II

1. For Walls (s) facing and parallel to the noise source(s) (or closest to parallel):
   a. Descripton of wall construction* _____

   _____

   b. STC rating for wall (rated for nb windows or doors): _____

   c. Description of Windows: _____

   _____

   d. STC rating for window type _____

   e. Description of doors _____

   _____

   f. STC rating for doors _____

   g. Percentage of wall (per wall, per dwelling unit) composed of windows _____ and doors _____

   h. Combined STC rating for wall component _____

2. For walls perpendicular to noise source(s):
   a. Description of wall construction* _____

   _____

   b. STC rating for wall (rated for no windows or doors) _____

   c. Description of windows _____

   _____

   d. STC rating for windows _____

   e. Description of doors _____

   _____

f. STC rating for doors _____

g. Percentage of wall (per wall, per dwelling unit) composed of windows _____ and doors _____

h. Combined STC rating for wall component _____

3. Roofing component (if overhead attenuation is required due to aircraft noise):
   a. Description of roof construction _____

   _____

   b. STC rating (rated as if no skylights or other openings) _____

   c. Descripton of skylights or overhead windows _____

   _____

   d. STC rating for skylights or overhead windows _____

   e. Percentage of roof composed of skylights or windows (per dwelling unit) _____

   f. Percentage of roof composed of large uncapped openings such as chimneys _____

   g. Combined STC rating for roof component _____

4. Description of type of mechanical ventilation provided _____

   _____

Prepared by _____

Date: _____

*If walls contain vents or similar openings, attach a description of duct arrangement and insulation and a statement of how much the wall STC is reduced by the presence of the vent.

Figure 19
Description of Noise Attenuation Measures
(Acoustical Construction)

Part I

Project Name PARADISE HOMES

Location ANYTOWN

Sponsor/Developer JOAN DOE + ASSOC. INC.

Noise Level (From NAG) 73 Attenuation Required 30db

Primary Noise Source(s) HIGHWAY

Part II

1. For Walls (s) facing and parallel to the noise source(s) (or closest to parallel):
   a. Descripton of wall construction* 3/8" FIR PLYWOOD SIDING, 2x4 STUDS 16" o.c. 3½" FIBERGLASS INSULATION
   b. STC rating for wall (rated for no windows or doors): 37
   c. Description of Windows: WOOD DOUBLE HUNG, INSULATING GLASS
   d. STC rating for window type 22
   e. Description of doors WOOD, FLUSH, SOLID CORE
   f. STC rating for doors 30
   g. Percentage of wall (per wall, per dwelling unit) composed of windows 10% and doors 5%
   h. Combined STC rating for wall component 30db

2. For walls perpendicular to noise source(s):
   a. Description of wall construction* SAME AS ABOVE
   b. STC rating for wall (rated for no windows or doors) 37
   c. Description of windows SAME AS ABOVE
   d. STC rating for windows 22
   e. Description of doors NO DOORS

SAMPLE

f. STC rating for doors —

g. Percentage of wall (per wall, per dwelling unit) composed of windows 10%0 and doors 0

h. Combined STC rating for wall component 30

3. Roofing component (if overhead attenuation is required due to aircraft noise):
   a. Description of roof construction N/A

   b. STC rating (rated as if no skylights or other openings) _____

   c. Descripton of skylights or overhead windows _____

   d. STC rating for skylights or overhead windows _____

   e. Percentage of roof composed of skylights or windows (per dwelling unit) _____

   f. Percentage of roof composed of large uncapped openings such as chimneys _____

   g. Combined STC rating for roof component _____

4. Description of type of mechanical ventilation provided CENTRAL AIR Conditioning

Prepared by _____

Date: _____

*If walls contain vents or similar openings, attach a description of duct arrangement and insulation and a statement of how much the wall STC is reduced by the presence of the vent.

SAMPLE

z on Noise Attenuation

stions

What are the three basic ways to ide noise attenuation?
What are the responsibilities of personnel regarding noise enuation?
When a barrier is introduced een a source and a receiver the nd energy is redistributed along 3 rect paths. What are these three s?
What is "Path Length Difference" ow does it affect the attenuation provided by a barrier?
What are "Transmission Loss s?"
ow does the transmission loss of barrier material affect the ation capability of the barrier?
s a general rule, what mission loss values should you for?
you have more than one barrier en the source and the receiver amount of attenuation sed substantially?
What are the four things to check reviewing a proposed barrier?
st 3 ways to make a barrier more e without increasing its overall

11. List 3 ways to make a barrier more effective without increasing its overall length.
12. What is the maximum percentage of the total area of a barrier that can be made up of openings without a significant loss in barrier effectiveness?
13. List 3 site planning techniques that are used to shield residential developments.
14. When are parks and playgrounds not noise compatible uses that can be employed as buffers?
15. What are the two main things to look for when reviewing site plan changes?
16. What are some of the building orientations which can aggravate noise problems?
17. What is the Sound Transmission Class (STC) rating?
18. Which is better a high STC or a low STC rating?
19. What kinds of conditions were STC ratings originally developed for?
20. What should you do when using STC ratings in a transportation noise situation?
21. List 5 ways to improve the attenuation capability of a wall.
22. Windows are one of the acoustically weakest components in a wall. List 3 ways to reduce the negative effects of windows.
23. What is the best way to reduce the effect of doors?

Quiz on Noise Attenuation

Answers

1. a. barriers or berms
   b. site design
   c. acoustical construction
2. a. to make sure the project sponsor/developer is aware of the attenuation requirements
   b. provide sponsor/developer with an overview of available options
   c. review attenuation proposals to make sure they are adequate
3. a. A **diffracted** path over the top of the barrier
   b. A **transmitted** path through the barrier
   c. A **reflected** path away from the receiver
4. "Path Length Difference" is the difference in distance that sound must travel diffracting over the barrier rather than passing directly through it. Since sound energy decreases over distance, the greater the path length distance the greater the attenuation.
5. "Transmission Loss Values" represent the amount noise levels will be reduced when the sound waves pass through a barrier.
6. Since the attenuation provided by a barrier is a function of both the sound energy that goes over the top **and** the energy that goes through the barrier, if the transmission loss value is low then the effectiveness of the barrier will be greatly reduced.
7. If the transmission loss value of the barrier material is at least 10dB greater than the attenuation level provided by diffraction (i.e. barrier height) there shouldn't be any problem.
8. No. The combined effect of multiple barriers does not normally provide significantly greater attenuation than a single barrier. For design purposes, the general procedure is to assume the attenuation of the most effective barrier.
9. a. Is it high enough?
   b. Is it long enough?
   c. Is it made of the right material?
   d. Is it properly constructed?
10. a. move the barrier closer to the source
    b. bend the top of the barrier towards the source
    c. do both
11. a. move it closer to the receiver
    b. bend the ends toward the receiver
    c. do both
12. 1 percent
13. Any 3 of the below:
    a. increasing the distance between the source and the receiver
    b. placing noise compatible land uses between the source and the receiver
    c. locating barrier type buildings parallel to the source
    d. orienting residences away from the noise
14. when they are the only ones associated with the project
15. a. is the separation between the source and receiver great enough
    b. If a noise compatible building is being used as a barrier is it tall and long enough?
16. Building orientations which trap noise and cause it to reverberate off building walls. This would include shapes where a court is open to the source or where a series of buildings are arranged perpendicular to the source.
17. The STC rating is equal to the number of decibels a sound is reduced as it passes through a material.
18. A high STC rating is better.
19. The STC ratings were originally intended primarily for use with interior partitions and for noise such as speech, radios, television.
20. Recognize that the STC rating may overstate the effectiveness of the materials by 2-3db.
21. Any of the 9 below:
    a. increase the mass and stiffness of the wall
    b. use cavity partitions
    c. increase the width of the airspace
    d. increase the spacing between studs
    e. use staggered studs
    f. use resilient materials to hold the studs and finish materials together
    g. use of dissimilar layers (leaves)
    h. add acoustical blankets
    i. seal cracks and edges
22. Any of the 4 below:
    a. close the windows and provide mechanical ventilation
    b. reduce window size
    c. increase glass thickness
    d. install double glazed windows
23. Eliminate them from severely impacted walls

U.S. Department of Housing and Urban Development
Office of Policy Development and Research

Noise Assessment Guidelines

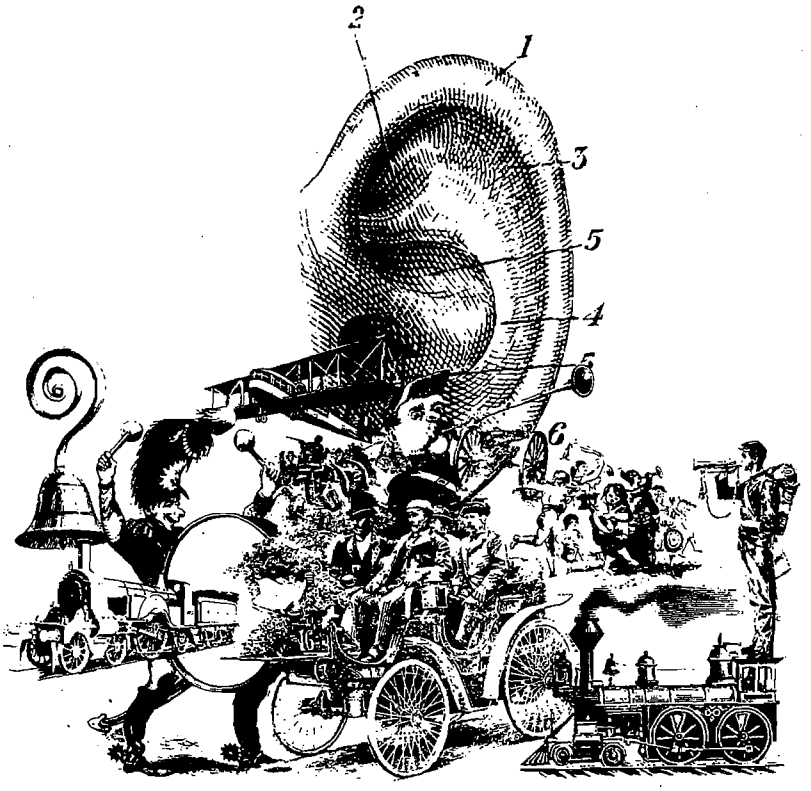

Noise Assessment Guidelines

Foreword

In choosing among alternative sites for housing, potential noise problems are prominent among the issues that must be examined. These Noise Assessment Guidelines were developed to provide HUD field staff, interested builders, developers, and local officials with an easy-to-use method of evaluating noise problems with a minimum of time and effort.

We believe that this set of tools will simplify the process of balancing the goal of environmental protection with those of efficiency and reduced housing costs. We hope you will find them useful, and invite your comments.

Benjamin F. Bobo
Acting Assistant Secretary for
Policy Development and Research

Stephen J. Bollinger
Assistant Secretary for
Community Planning and
Development

Preface

The Department of Housing and Urban Development, in its efforts to provide decent housing and a suitable living environment, is concerned with noise as a major source of environmental pollution and has issued Subpart B on Noise Abatement and Control to Part 51 of Title 24 of the Code of Federal Regulations.

The policy established by Subpart B embodies HUD objectives to make the assessment of the suitability of the noise environment at a site: (1) easy to perform; (2) uniformly applicable to different noise sources; and (3) as consistent as possible with the assessment policies of other Federal departments and agencies. In furtherance of these objectives, the Office of Policy Development and Research has sponsored research to provide site analysis techniques. These *Noise Assessment Guidelines* do not constitute established policy of the Department but do provide a methodology whose use is encouraged by HUD as being consistent with its objectives. The *Guidelines* provide a means for assessing separately the noise produced by airport, highway, and railroad operations, as well as the means for aggregating their combined effect on the overall noise environment at a site.

This booklet has been prepared by Bolt Beranek and Newman Inc., under Contract No. H-2243R for the U.S. Department of Housing and Urban Development. It is a revision of an earlier edition published in August 1971. With the exception of changes made by the Department, the contractor is solely responsible for the accuracy and completeness of the data and information contained herein.

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Introduction

These guidelines are presented as part of a continuing effort by the Department of Housing and Urban Development to provide decent housing and a suitable living environment for all Americans.

The procedures described here have been developed so that people without technical training will be able to assess the exposure of a housing site to present and future noise conditions. In this context, the site may hold only one small building, in which case the noise assessment is straightforward. Larger sites may hold larger buildings, or many buildings, and the noise level may be different at different parts of the site (or building). Assessments of the noise exposure should be made at representative locations around the site where significant noise is expected. These are designated as "Noise Assessment Locations," abbreviated NAL in the following text.

The only materials required are a map of the area, a ruler (straight edge), a protractor and a pencil. Worksheets and working figures are provided separately.

All of the information you need can be easily obtained – usually by telephone. For convenience, this information is listed at the beginning of each section under headings that indicate the most likely source. While you are obtaining this information, be sure to ask about any approved plans for future changes that may affect noise levels at the site – for example: land-use changes, changes in airport runway traffic, widening of roads, and so forth. In all evaluations, you should assess the condition that will have the most severe or most lasting effect on the use of the site.

Wherever possible, you should try to assess noise environments expected at least ten years in the future.

The degree of acceptability of the noise environment at a site is determined by the outdoor day-night average sound level (DNL) in decibels (dB). The assessment of site acceptability is presented first as an evaluation of the site's exposure to three major sources of noise – aircraft, roadways, and railways. These are then combined to assess the total noise at a site. Worksheets are provided at the back of these Guidelines to use in summarizing your evaluations.

The noise environment at a site will come under one of three categories:

Acceptable (DNL not exceeding 65 decibels) The noise exposure may be of some concern but common building constructions will make the indoor environment acceptable and the outdoor environment will be reasonably pleasant for recreation and play.

Normally Unacceptable (DNL above 65 but not exceeding 75 decibels) The noise exposure is significantly more severe; barriers may be necessary between the site and prominent noise sources to make the outdoor environment acceptable; special building constructions may be necessary to ensure that people indoors are sufficiently protected from outdoor noise.

Unacceptable (DNL above 75 decibels) The noise exposure at the site is so severe that the construction cost to make the indoor noise environment acceptable may be prohibitive and the outdoor environment would still be unacceptable.

When measuring the distance from the site to any noise source, measure from the source to the nearest points on the site where buildings having noise-sensitive uses are located. These points define the Noise Assessment Locations for the site. The relevant measurement location for buildings is a point 2 meters (6.5 feet) from the facade.

If at any point during the assessment the site's exposure to noise is found to be Unacceptable or Normally Unacceptable, every effort should be made to improve the condition, e.g., the location of the proposed dwellings can be changed or some shielding can be provided to block the noise from that source.

Where quiet outdoor space is desired at a site, distances should be measured from the important noise sources to the outdoor area in question and the combined noise exposure should be assessed.

Frequently, the locations of dwellings have not yet been specified at the time the noise assessment of a site is made. In these instances, distances used in the noise assessment should be measured as 2 meters less than the distance from the building setback line to the major sources of noise.

Combining Sound Levels in Decibels

The noise environment at a site is determined by combining the contributions of different noise sources. In these Guidelines, Workcharts are provided to estimate the contribution of aircraft, automobile, truck, and train noise to the total day-night average sound level (DNL) at a site. The DNL contributions from each source are expressed in decibels and entered on Worksheet A. The combined DNL from all the sources is the DNL for the site and is the value used to determine the acceptability of the noise environment.

Sound levels in decibels *are not combined by simple addition!* The following table shows how to combine sound levels:

Table

Difference in Sound Level	Add to Larger Level
0	3.0
1	2.5
2	2.1
3	1.8
4	1.5
5	1.2
6	1.0
7	0.8
8	0.6
9	0.5
10	0.4
12	0.3
14	0.2
16	0.1
Greater than 16	0

Use the table by first finding the numerical difference in sound level between two levels being combined. Entering the table with this value, find the value to be added to the larger of the two levels, add this value to the larger level to determine the total. Where more than two levels are to be combined, use the same procedure to combine any two levels; then use this subtotal and combine it with any other level, and so on. Fractional numerical values may be interpolated from the table; however, the final result should be rounded to the nearest whole number.

Example 1: In performing a site evaluation, separate DNL values for airports, road and railroads have been listed on Sheet A as 56, 63, and 61 decibels. In complete the final evaluation of the separate DNL values must be The difference between 63 and from the table you find that 0.8 should to 63, for a subtotal of 63.8. The between 63.8 and 61 is 2.8; from you interpolate that approximately be added to 63.8 for a total of 65.7 when rounded to whole numbers. This example shows how noise from different may be Acceptable, individually, at a when combined, the total noise en- may exceed the Acceptable DNL decibels.

Aircraft

Necessary Information

To evaluate a site's exposure to aircraft noise, you will need to consider all airports (civil and military) within 15 miles of the site. The information required for this evaluation is listed below under headings that indicate the most likely source. Before beginning the evaluation, you should record the following information on Worksheet B:

From the FAA Area Office or the Military Agency in charge of the airport:

- Are current DNL or NEF (Noise Exposure Forecast) contours available? Noise contours are available for almost all military airports. These contours have been developed and published as part of the Air Installation Compatible Use Zone (AICUZ) program of the Department of Defense. The contours are published normally as part of an AICUZ report. Noise contours are also available for many civil airports. When available, they are superimposed on a map with an appropriately marked scale (see Figure 1, page 4).
- Any available information about approved plans for runway changes (extensions or new runways).

From the FAA Control Tower or Airport Operations (if DNL or NEF contours are *not* available):

- The number of nighttime jet operations (10 p.m. - 7 a.m.)
- The number of daytime jet operations (7 a.m. - 10 p.m.)
- The flight paths of the major runways.
- Any available information about expected changes in airport traffic, e.g., will the number of operations increase or decrease in the next 10 or 15 years.

In making your evaluation, use the data for the heaviest air traffic condition, whether present or future.

Evaluation of Site Exposure to Aircraft Noise

If current DNL (or NEF) contours are available (as in Figure 1 page 4), locate the site on the map by referring to the marked distance scale. If there are no other noise sources in the area, you do not need to do anything else. If there are other noise sources affecting the site, you will need to find the precise DNL value so you can combine it with the other sources. Obtain the DNL at the appropriate NAL on the site by interpolation between the contours on either side of the NAL. If NEF contours are used, estimate DNL by adding 35 decibels to the NEF values. Note that contours are usually provided in 5 decibel increments. (See Example 2 on page 4.) When supersonic aircraft operations are present, DNL contours are *required* for the assessment.

If DNL or NEF contours are *not* available, the DNL at a site may be estimated in several different ways:

- An FAA Handbook (Reference 1) can be used to estimate DNL contours for sites in general aviation airport vicinities. General aviation airports exclude commercial jet transports but may include business jets.
- A handbook available from EPA (Reference 2 at the back of this Guide) can be used to calculate DNL at individual points.
- A procedure for constructing approximate DNL contours for sites near commercial jet

Figure 1
Example of DNL Contours

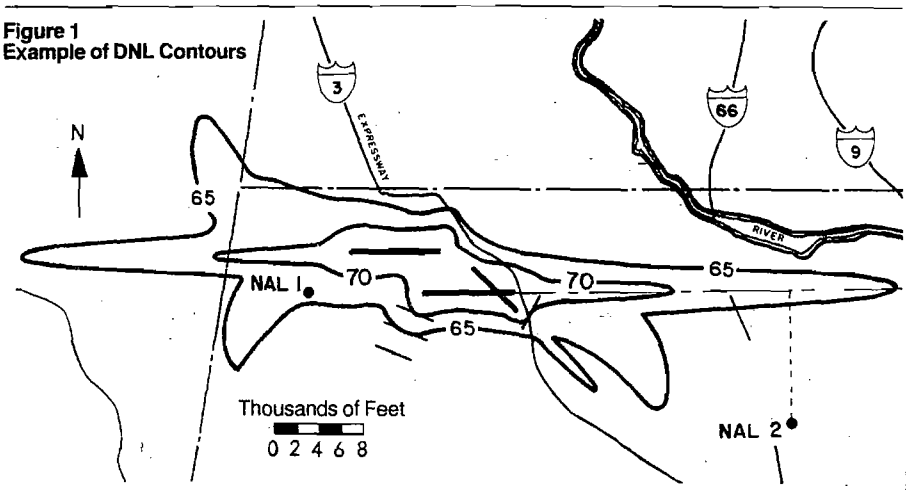

Example 2: The illustration in Figure 1 at the top of page 4 shows the NAL's on a map that has DNL contours. We find that NAL number 1 lies between the 65 and 70 dB contours and that NAL number 2 lies outside the 65 dB contour.

We find the DNL at NAL number 1 by interpolation from the distances between the NAL and the 65 and 70 dB contours.

By scaling off the map, we find that the distance from the NAL, measured perpendicularly to the contours, is 800 feet to the 65 dB contour and 2400 feet to the 70 dB contour. The distance between the 65 and 70 dB contours is 2400 + 800 =3200 feet. We find the DNL at the NAL number 1 to be 65 decibels plus 800/3200 x 5 decibels = 66.3 decibels.

Example 3: The illustration in Figure 2 at the bottom of page 5 shows an airport for which DNL or NEF contours are not available. The airport has 10 nighttime and 125 daytime jet operations.

To construct the approximate contours, we determine the effective number of operations as follows:

10 (nighttime) x 10 = 100

Add to this the actual number of daytime operations:

100 + 125 (daytime) = 225

To determine the distances A and B in relation to the runway (see Figure 3, page 5), enter the effective number of operations on the horizontal scales of the charts in Figure 3:

airports without supersonic aircraft is as follows:

Determine the "effective" number of jet operations at the airport by first multiplying the number of nighttime jet operations by 10.

Then add the number of daytime jet operations to obtain an effective total (see Example 3, page 4).

On a map of the area showing the principal runways, mark the location of the site and, using the diagram and charts of Figure 3 on page 5, construct approximate DNL contours of 65, 70, and 75 dB for the major runways and flight paths most likely to affect the site. (see Figure 2, page 5.)

Although a site may be Acceptable for exposure to aircraft noise; exposure to other sources of noise, when combined with the aircraft noise, may make the site Unacceptable. Therefore, if necessary, values of aircraft noise exposure less than 65 dB can be estimated from Table 2. Scale the shortest distance D^2 from the NAL to the flight path, as in Figure 2. Scale the distance D^1 from the 65 dB contour to the flight path. Divide D^2 by D^1 and enter this value into the following table to find the approximate DNL at the NAL.

Table 2

D^2/D^1	DNL dB
1.00	65
1.12	64
1.26	63
1.41	62
1.58	61
1.78	60
2.00	59
2.24	58
2.51	57
2.82	56
3.16	55

Figure 3
Charts for Estimating DNL for Aircraft Operations

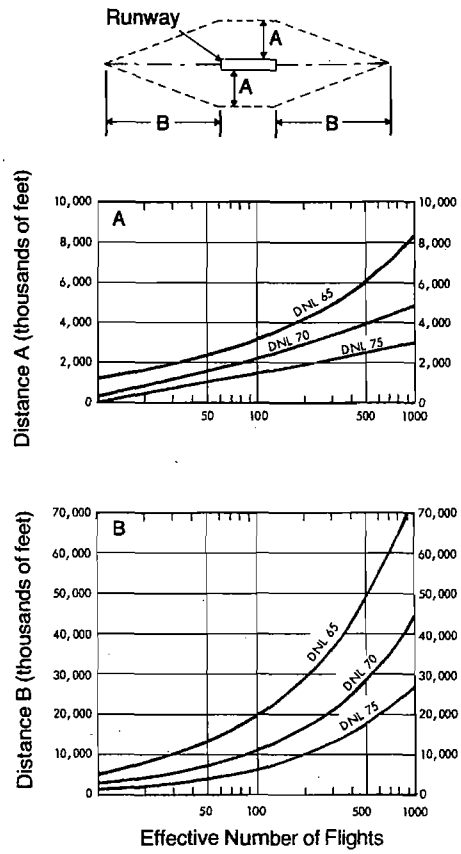

Figure 2
Example of Approximate DNL Contours for an Airport with 225 Effective Number of Operations

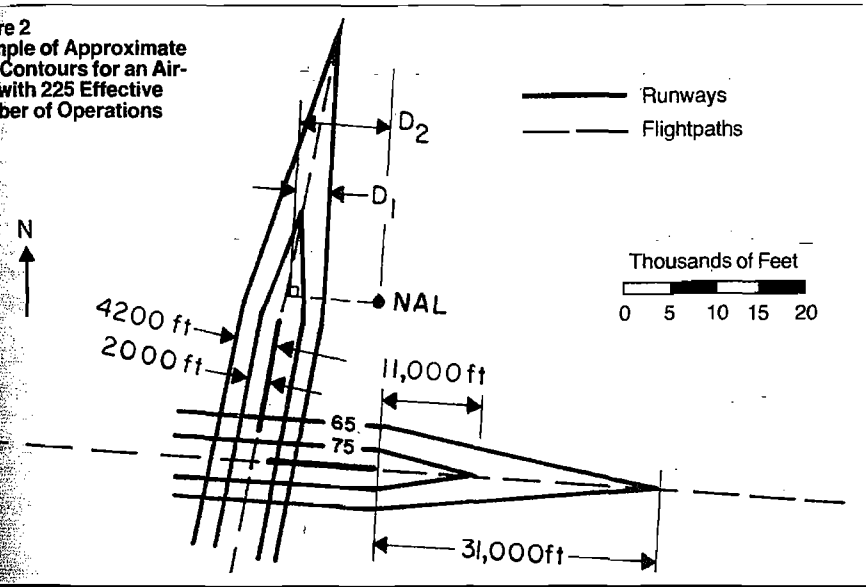

[illegible] up to the DNL curves; read across the [illegible] to the left to obtain distances A and B [illegible] the vertical scales on the charts.

[illegible] we find from Figure 3, for example, that for [illegible] effective operations, distance A is 4200 [illegible] for the 65 dB contour and 2000 feet for [illegible] 75 dB contour. Distance B is 31,000 feet [illegible] the 65 dB contour and 11,000 feet for the [illegible] dB contour.

Example 4a: The NAL shown in Figure 2 is outside the 65 dB contour. The distance D^2 from the NAL to the flight path is 9700 feet. The distance D^1 from the 65 dB contour to the flight path, measured perpendicularly from the contour, is 3700 feet. The ratio D^2/D^1 is 9700/3700 = 2.62. From Table 2 we find the DNL from the airport to be 56.6 dB. We do not know whether the site is Acceptable or not, however, since we must also assess the contribution of roadway and train noise to the total DNL at the site.

Example 4b: We observe that the perpendicular distance (D^2) from NAL number 2 (Figure 1) to the flight path is more than 3 times the distance (D^1) from the 65 dB contour to the flight path. From Table 2 we find that the contribution of the airport to the DNL at NAL number 2 is less than 55 decibels. We need not consider the airport further in accessing the noise environment at this site.

Roadways

Necessary Information

To evaluate a site's exposure to roadway noise, you will need to consider all roads that might contribute to the site's noise environment; roads farther away than 1000 feet normally may be ignored.

Before beginning the evaluation, determine if roadway noise predictions already exist for roads near the site. Also try to obtain all available information about approved plans for roadway changes (e.g., widening existing roads or building new roads) and about expected changes in road traffic (e.g., will the traffic on this road increase or decrease in the next 10 to 15 years).

If noise predictions have been made, they should be available from the City (County) Highway or Transportation Department. If not, record the following information on page 1 of Worksheet C:

- The distances from the NAL's for the site to the near edge of the nearest lane and the far edge of the farthest lane for each road.
- Distance to stop signs.
- Road gradient, if 2 percent or greater.
- Average speed.
- The total number of automobiles for both directions during an average 24-hour day. Traffic engineers refer to this as ADT, Average Daily Traffic (or sometimes AADT, meaning Annual Average Daily Traffic).
- The number of trucks during an average 24-hour day in each direction.

If possible, separate trucks into "heavy trucks" – those weighing more than 26,000 pounds with three or more axles – and "medium trucks" – those between 10,000 and 26,000 pounds. (Each medium truck is counted as equal to 10 automobiles.) Trucks under 10,000 pounds are counted as automobiles. Count buses capable of carrying more than 15 seated passengers as "heavy" trucks – others, as "medium" trucks. If it is not possible to separate the trucks into those that are heavy and those that are not, treat *all* trucks as though they are "heavy."

Note: *If the road has a gradient of 2 percent of more, record the numbers for uphill and downhill traffic separately since these figures will be needed later; otherwise, simply record the total number of trucks. Most often you will have to assume that the uphill and downhill traffic are equally split.*

- The fraction of ADT that occurs during nighttime (10 p.m. to 7 a.m.). If this is unknown, assume 0.15 for both trucks and autos.

Evauation of Site Exposure to Roadway Noise

Traffic surveys show that the amount of roadway noise depends on the percentage of trucks in the total traffic volume. To account for this effect, you must evaluate automobile and truck traffic separately and then combine the results.

The noise environment at each site due to traffic noise is determined by utilizing a series of Workcharts to define the contribution of automobiles and trucks from one or more roads at that site. Each noise source yields a separate DNL value.

Workchart 1 provides a graph for assessing a site with respect to the noise from automobiles, light and medium trucks; Workchart 2 provides a similar graph for assessment of heavy truck noise. These values are combined for each road affecting the noise environment at the site to obtain the total contribution of roadway noise. Remember, the noise from aircraft and railways must also be considered before determining the suitability of this site's noise environment.

Effective Distance

Before proceeding with these separate evaluations, however, determine the "effective distance" to each road from the dwelling or outdoor residential activity (the NAL's for the site) by averaging the distances to the nearest edge of the nearest lane and to the farthest edge of the farthest lane of traffic. (See Example 5, page 6, and Figure 4, page 7.)

Note: For roads with the same number of lanes in both directions, the effective distance is the distance to the center of the roadway (or median strip, if present).

Automobile Traffic

Workchart 1 was derived with the following assumptions:

- There is line-of-sight exposure from the site to the road; i.e., there is no barrier which effectively shields the site from the noise of the road.
- There is no stop sign within 600 feet of the site; traffic lights do not count because there is usually traffic moving on one street or the other.
- The average automobile traffic speed is 55 mph.
- The nightime portion of ADT is 0.15.

If each road meets these four conditions, proceed to Workchart 1 for the evaluation. Enter the horizontal axis with the effective distance from the roadway to the NAL; draw a vertical line upward from this point. Enter the vertical axis with the effective automobile ADT; draw a horizontal line across from this point. (The "effective" automobile ADT is the sum of automobiles, light trucks, and 10 times the number of medium trucks in a 24-hour day.) Read the DNL value from Workchart 1 where the vertical and horizontal lines intersect. Record this value in column 16, Worksheet C.

But:

If any of the four conditions is different, make

Example 5: The site shown in Figure 4 is exposed to noise from three major roads: Road No. 1 has four lanes, each 12 feet wide, and a 30-foot wide median strip which accommodates a railroad track. Road No. 2 has four lanes, each 12 feet wide. Road No. 3 has six lanes, each 15 feet wide, and a median strip 30 feet wide.

The distance from NAL No. 1 to the near edge of Road No. 1 is 300 feet. The distance to the far edge of Road No. 1 is 300 feet, plus the number of lanes times the lane width, plus the width of the median strip. Thus, the distance to the farthest edge of the road is:

$$300 + (4 \times 12) = 378 \text{ ft}$$

The effective distance is

$$\frac{378 + 300}{2} = 339 \text{ ft}$$

This is the value to be entered on line 1c of Worksheet C. The effective distances from the appropriate NAL's to Road No. 2 and Road No. 3 are found by the same method.

The distances shown in Figure 4 will be used for all roadway examples in this booklet.

Figure 4
Plan View of Site showing How Distance Should Be Measured from the Noise Assessment Location (NAL) of the Dwelling Nearest to the Source

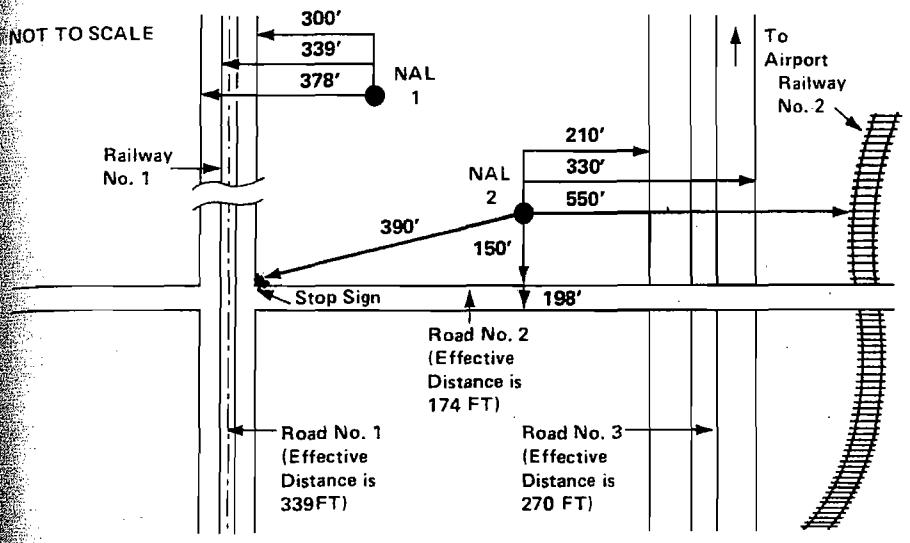

the necessary adjustments (on page 2, Worksheet C) listed below and *then* use Workchart 1 for the final evaluation.

First, a few general words about adjustments as they are applied in these Guidelines. Each Workchart has been derived for a baseline condition which is often found in practical cases. Where conditions differ from the baseline, they are accounted for by a series of one or more adjustment factors.

The adjustment factors are used as multipliers times the average number of vehicles operating during a 24-hour day. If more than one adjustment is required, it is not necessary that each be multiplied times the basic traffic flow separately; all adjustment factors are multiplied together, and them multiplied times the original traffic flow data. This will become clearer as you examine the Worksheets at the back of these Guidelines and work through the examples. After you have become familiar with the Guidelines, you will be able to work examples directly from the worksheets without referring back to the text. To simplify your work, all the adjustment factors are summarized at the back of these Guidelines.

Figure 5
Use of Workchart 1 To Evaluate Automobile Traffic Noise

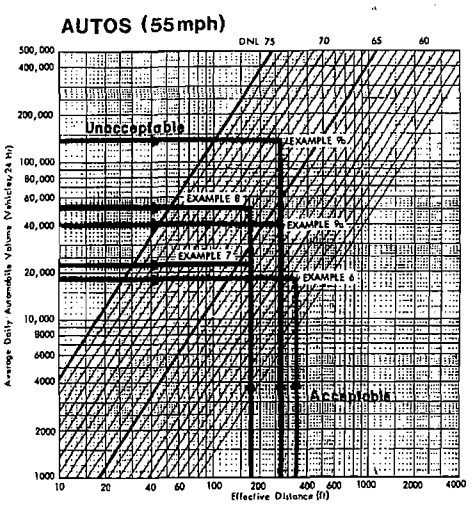

Adjustments for Automobile Traffic

Stop-and-Go Traffic:
If there is a stop sign (not a traffic signal) within 600 feet of the NAL so that the flow of traffic is completely interrupted on the road under consideration, find the stop-and-go adjustment factor for automobiles from Table 3. Enter this value in column 9 on Worksheet C.

Table 3

Distance from NAL to Stop Sign In Feet	Automobile Stop-and-Go Adjustment Factor
0	0.10
100	0.25
200	0.40
300	0.55
400	0.70
500	0.85
600	1.00

Average Traffic Speed:
If the average automobile speed is other than 55 mph, enter the appropriate adjustment from Table 4 in column 10 of Worksheet C.

Table 4

Average Traffic Speed	Auto Speed Adjustment Factor
20 (mph)	0.13
25	0.21
30	0.30
35	0.40
40	0.53
45	0.67
50	0.83
55	1.00
60	1.19
65	1.40
70	1.62

Example 6: Road No. 1 meets the four conditions that allow for an immediate evaluation. Obtaining the information necessary for the evaluation, it was found that the automobile ADT is 18,000 vehicles (Line 5c of Worksheet C). On Workchart 1 we locate on the vertical scale the point representing 18,000 and on the horizontal scale the point representing 339 feet (see Figure 5). (Note that we must estimate the location of this point.) Using a straight-edge we draw lines to connect these two values and find that the [illegible] exposure to automobile noise from this [illegible] is a DNL of 58 dB, as read from the scale [illegible] the top of the graph.

Example 7: Road No. 2 has a stop sign at 390 feet from NAL No. 2. The automobile ADT is reported as being 32,500 vehicles (line 5c of Worksheet C). From Table 3 we interpolate between 300 and 400 feet to find the adjustment factor for stop-and-go traffic to be 0.69. The adjusted traffic ADT is

0.69 × 32,500 = 22,425 vehicles per day

and with an effective distance of 174 feet from NAL No. 2, we find from Workchart 1 that the approximate value of DNL is 64 dB.

Example 8: Suppose that the stop sign on Road No. 2 were replaced by a traffic signal for which no stop-and-go adjustment is made and that the ADT increases to 75,000 vehicles. In addition, assume that the average speed is 45 mph instead of 55 mph. You adjust the new automobile ADT of 75,000 vehicles by the Auto Speed Adjustment Factor from Table 4

0.67 × 75,000 = 50,250 vehicles

and at an effective distance of 174 feet find from Workchart 1 that the approximate value of DNL is 67 dB.

Nightime Adjustment.

DNL values are affected by the proportion of traffic volume that occurs during "daytime" (7 a.m. to 10 p.m.) and "nighttime" (10 p.m. to 7 a.m.). The graph on Workchart 1 assumes that 15 percent of the total ADT occurs during nighttime. If a different proportion of the traffic occurs at night, find the appropriate nighttime adjustment factor from Table 5. Record your answer in column 11 of Worksheet C.

Table 5

Nighttime Fraction of ADT	Nighttime Adjustment Factor
0	0.43
0.01	0.46
0.02	0.50
0.05	0.62
0.10	0.81
0.15	1.00
0.20	1.19
0.25	1.38
0.30	1.57
0.35	1.77
0.40	1.96
0.45	2.15
0.50	2.34

Once you have selected all the appropriate adjustment factors and entered them on page 2 of Worksheet C, multiply all the factors together, then multiply by the automobile ADT (column 12) for 24 hours, found on page 1 of Worksheet C. The resulting adjusted ADT should be entered in column 13. This is the ADT value to be used, in conjunction with the effective distance from the NAL to the road, to find the DNL value from Workchart 1. Enter this DNL value in column 14 of Worksheet C. Remember this is the DNL from automobile (as well as light and medium truck) noise; you must still find the DNL contribution from heavy truck noise in order to obtain the total DNL produced by the roadway you are assessing.

Attenuation of Noise by Barriers:

This adjustment reduces the noise produced by automobiles and trucks on the same road. Instructions for this adjustment appear after the noise assessment for truck traffic below.

Truck Traffic

Wherever possible, separate the average daily volume of trucks into heavy trucks (more than 26,000 pounds vehicle weight and three or more axles); medium trucks (less than 26,000 pounds but greater than 10,000 pounds), light trucks (counted as if they are automobiles). You should already have accounted for medium and light trucks in your automobile evaluation. Do not forget that buses that can carry more than 15 seated passengers are counted as heavy trucks. Heavy trucks (including buses) must be analyzed separately because they have quite different noise characteristics. If it is not possible to separate the trucks into those that are heavy and those that are not, treat *all* trucks as though they are "heavy."

Workchart 2, which is used to evaluate the site's exposure to heavy truck noise, was derived with the following assumptions:

- There is line-of-sight exposure from the site to the road; i.e., there is no barrier which effectively shields the site from the road noise.
- The road gradient is less than 2 percent.
- There is no stop sign (traffic signals are permissible) within 600 feet of the site.
- The average truck traffic speed is 55 mph.
- The nighttime fraction of ADT is 0.15.

If the road meets these five conditions, proceed to Workchart 2 for an immediate evaluation of the site's exposure to heavy truck noise from that road.

But:

If any of the conditions is different, make the necessary adjustment(s) listed below and *then* use Workchart 2 for the evaluation.

Figure 6.
Use of Workchart 2 to Evaluate Heavy Truck Noise

Heavy Trucks (55 mph)

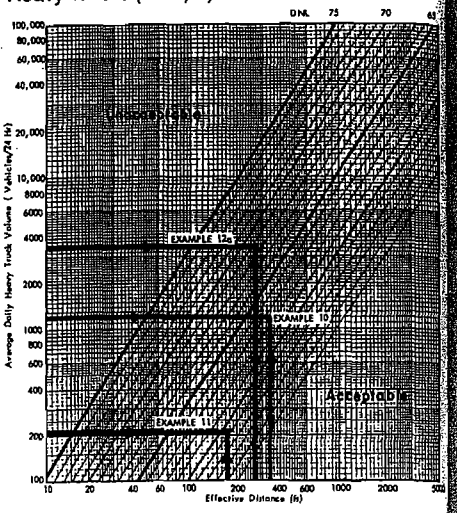

Adjustments for Heavy Trucks

Road Gradient:

If there is a gradient of 2 percent or more, find the appropriate adjustment factor, for heavy trucks going uphill only, as shown in Table 6. List this factor in column 17 of Worksheet C.

Table 6

Percent of Gradient	Adjustment Factor
2	1.4
3	1.7
4	2.0
5	2.3
6 or more	2.5

Example 9a: Road No. 3 is a limited access highway with no stop signs and the average speed is 55 mph. Current traffic data indicate an automobile ADT of 40,000 vehicles of which 15 percent occurs during nighttime hours (10 p.m. to 7 a.m.). With an effective distance of 270 feet to NAL No. 2, Workchart 1 is used to show that the DNL for existing automobile traffic is between 63 and 64 dB. Round off to 64 dB.

Example 9b: However, traffic projections estimate that in 10 years the ADT will increase to 100,000 vehicles at an average speed of 55 mph and nighttime usage will increase to 25 percent. For future traffic, you must adjust the future ADT of 100,000 for the effect of increased nighttime use. From Table 5, you find an adjustment factor of 1.38. The adjusted ADT is

$$1.38 \times 100{,}000 = 138{,}000$$

and at an effective distance of 270 feet you find from Workchart 1 that the DNL will increase to 69 dB; therefore, provision for extra noise control measures should be explored. We will examine in Example 13 the effect of terrain as a shielding barrier that provides sound attenuation.

Example 10: Road No. 1 on Figure 4 meets the four conditions that allow for an immediate evaluation. The ADT for heavy truck flow is 1200 vehicles. Workchart 2 shows that the exposure to truck noise from this road at an effective distance of 339 feet is a DNL of 63 dB at NAL No. 1.

Average Traffic Speed:

Make this adjustment if the average speed differs from 55 mph. If the average truck speed differs with direction, treat the uphill and downhill traffic separately. Select the appropriate adjustment factors from Table 7 below, entering them in column 18 of Worksheet C.

Table 7

Average Traffic Speed MPH	Heavy Truck Speed Adjustment Factor
50 or less	0.81
55	1.00
60	1.17
65	1.38

Once you have found the speed adjustment factor, you can combine the uphill and downhill traffic. For uphill traffic, multiply the gradient factor times the speed adjustment factor times uphill traffic volume (truck ADT column 19) (assuming one half the total 24-hour average number of trucks unless specific information to the contrary exists), entering the product in column 20. Multiply the speed adjustment factor for downhill traffic times the downhill traffic volume (truck ADT/2 column 19). Add the values for uphill and downhill traffic, entering this sum in column 21. You may now complete the assessment of heavy truck noise without regard to uphill and downhill traffic separation.

Stop-and-Go Traffic:

If there is a stop sign (remember, not a traffic signal) within 600 feet of an NAL for the site on the road being assessed, find the adjustment factor determined according to Table 8. Enter it in Column 22 of Worksheet C.

Table 8

Heavy Truck Traffic Volume per Day	Heavy Truck Stop-and-Go Adjustment Factor
Less than 1200	1.8
1201 to 2400	2.0
2401 to 4800	2.3
4801 to 9600	2.8
9601 to 19,200	3.8
More than 19,200	4.5

Nighttime Adjustment

After all the above adjustments are made, do not forget to adjust for nighttime operations if they are not 15 percent of the total ADT, using the factors obtained from Table 5 just as for automobiles. Enter this value in column 23 of Worksheet C.

At this point, multiply the adjustment factors for nighttime and stop-and-go traffic times the heavy truck traffic volume in column 21 to find the adjusted heavy truck ADT, entering the product in column 24. Use this value and the effective distance from the NAL to the road to find the truck DNL from Workchart 2, entering your answer in column 25 of Worksheet C. If no shielding barriers are to be considered, combine the DNL from heavy trucks with the DNL from automobiles (column 14). The result is the DNL from the road being assessed and should be entered on Worksheet C.

But:

If a shielding barrier is to be considered for the site, make the analysis described below separately for automobiles and then for heavy trucks *before* combining the DNL values. This step is necessary since barriers are far more effective for automobiles than for heavy trucks. Once you have found the amount of attenuation provided by the barrier for automobiles, enter it in column 15. Find the value of barrier attenuation for heavy trucks and enter it in column 25. Subtract these attenuation values from the DNL values obtained previously (columns 14 and 24), entering the reduced DNL values in columns 16 and 27. Combine the automobile and heavy truck DNL values, reduced by the attenuation provided by the barrier, to find the final DNL produced by the roadway at the site.

Remember to combine the contributions to DNL of *all* roads that affect the noise environment at each NAL for the site to obtain the total DNL from all roadways. Enter this DNL on both Worksheet C and the summary Worksheet A.

Attenuation of Noise by Barriers

Noise barriers are useful for shielding sensitive locations from ground level noise sources. For example, a barrier may be the best way to deal with housing sites at which the noise exposure is not acceptable because of nearby roadway traffic.

A barrier may be formed by the road profile, by a solid wall or embankment, by a continuous row of noise-compatible buildings, or by the terrain itself. To be an *effective* shield, however, the barrier must block all residential levels from line of sight to the road; it must not have any gaps that would allow noise to leak through.

Some Preliminary Matters:

In evaluating noise barrier performance, you will be working with different kinds of "distances" between the sound source, the observer, and the barrier.

Actual Distance – the existing distance that would be measured using a tape measure with no corrections or adjustments. This may mean one of two things, *depending on the application;* either the:

- *slant distance* – the actual distance,

Example 11: Road No. 2 has a stop sign at 390 feet from NAL No. 2. There is also a road gradient of 4 percent. No heavy trucks are allowed on this road, but a schedule shows an average of 12 large buses pass along the road per hour between 7 a.m. and 10 p.m., although no buses are scheduled during the remaining nighttime period. The buses are equally divided in each direction along the road. (Remember large buses, those that carry over 15 seated passengers, count as heavy trucks.)

We find the ADT for the "heavy trucks" (the buses in this case) by multiplying the average number of vehicles per hour by the number of hours between 7 a.m. and 10 p.m. That is, 12 x 15 = 180, or 90 vehicles in each direction. We find from Table 6 that the gradient adjustment factor for uphill traffic is 2.0. We find the truck volume adjusted for gradient is

uphill:	*90 x 2.0 = 180*
downhill:	*= 90*
total (column 21)	*= 270 vehicles*

From Table 8, we find the adjustment factor for stop-and-go traffic to be 1.8.

We also remember that we have no buses in the nighttime period and find the factor in Table 5 on page 8 for zero nighttime operations to be 0.43.

Our final adjusted ADT is (column 24)

1.8 x 0.43 x 270 = 209 Vehicles

From Workchart 2, with an effective distance of 174 feet, we find a DNL of 59 dB.

Example 12a: Road No. 3 is a depressed highway and the profile shields all residential levels of the housing from line of sight to the traffic. The average truck speed is 50 mph. The ADT for heavy trucks is 4400 vehicles. We adjust for average speed (from Table 7)

4400 x 0.81 = 3564

and find from Workchart 2 that, with an effective distance of 270 feet, the DNL from truck noise would be 69 dB if no barrier existed. We proceed to analyze the barrier attenuation.

measured along the line of sight between two points; or the

- *map distance* – the actual distance, measured on a horizontal plane, between the two points, as on a map or on the project plan.

For an observer high in an apartment tower, the slant distance to the road may be much longer than the map distance.

Barrier effectiveness is expressed in terms of noise attenuation in decibels (dB), determined with the aid of Workchart 6. This numerical value is subtracted from the previously calculated DNL in order to find the resultant DNL at the Noise Assessment Location.

Note: A noise barrier can be considered as a means of protecting a site from noise even if it cannot wrap around the site to shield from view practically all of the source of noise at every sensitive location on the site. It must be recognized, however, that such a barrier is much less effective than an ideal barrier. (See Workchart 7 and Step 6 below.)

Barriers of reasonable height cannot be expected to protect housing more than a few stories above ground level. Barriers will generally protect the ground and the first two or three floors, but not the higher floors. If there are to be frequently occupied balconies on the upper levels, one solution is to move the building farther from the noise source and face the sensitive areas away from the noise.

Steps to Evaluate a Barrier

1. For the observer's position, use the mid-height of the highest residential level. For the source position, use the following heights (see Figure 7):

- autos, medium trucks, railway cars – the road or railway surface height
- heavy trucks – 8 feet above the road surface
- diesel locomotives or trains using horns or whistles at grade crossings – 15 feet above the rails.

Figure 7.
Source Heights to Be Used in Roadway Barrier Designs

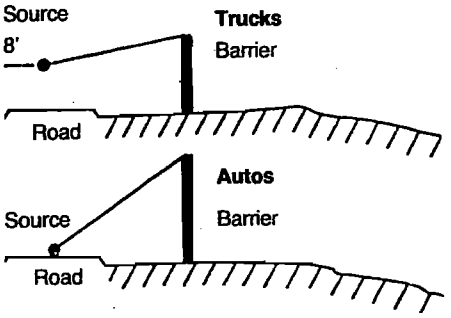

Get accurate values for the following quantities: h, the shortest distance from the barrier top to the line of sight from source to observer; R and D, the slant distances along the line of sight from the barrier to the source and observer, respectively (see Figure 8).

Figure 8.
Generalized Geometry of Acoustical Barrier

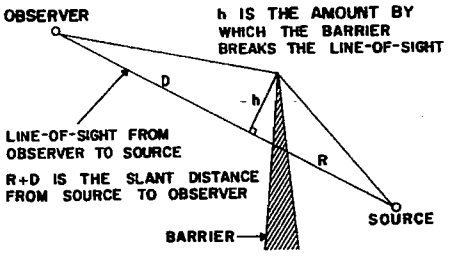

Specifically, R and D are the two segments into which h breaks the line of sight. Note that h is *not* the height of the barrier above the ground but the distance from the barrier top to the line of sight.

2. Enter at the top of Workchart 6 with the value of h on the left-hand scale; move right to intersect the curve corresponding to R (or D, whichever is *smaller*).

3. Move down to intersect the curve corresponding to the value of D/R (or R/D, whichever is *smaller*).

4. Move right to intersect the vertical scale in order to find the barrier shielding value A in decibels.

5. Interruption of the line of sight with a barrier between the noise source and an observer reduces the amount of sound attenuation provided by the ground. Find the amount of this loss B from the table on Workchart 6 by entering the table with the value of D/R. Find the barrier attenuation value S corresponding to an ideal barrier that completely hides the noise source from view by subtracting B from the value of A obtained in Step 4.

6. If the barrier exists along only a part of the road so that unshielded sections of the road would be visible from the site, the barrier is less effective than an ideal barrier. On a plan view of the site, locate the two ends of the barrier and draw lines from these points to the Noise Assessment Location. Use a protractor to measure the angle formed at the NAL by the two lines. Enter the horizontal scale of Workchart 7 with the values of this angle; read up to the curve having the value of S determined from Step 5 (interpolating if necessary); read left across to the vertical scale labeled "actual barrier performance" to find the value of FS to use for the actual barrier in question.

7. Subtract the barrier attenuation value S (or FS if adjusted for finite barrier length according to Workchart 7) from the value of DNL previously determined to reevaluate the site with the noise barrier in place.

Example 12b: (Refer to Figure 9.) Six stories are planned for the housing where the site has an elevation of 130 feet. The effective elevation for the highest story is found by multiplying the number of stories by 10 feet, adding the site elevation, and subtracting 5 feet.

(6 × 10) + 130 - 5 = 185 feet

The barrier, which in this case is formed by the road profile, has no "height" other than the elevation of the natural terrain above the noise sources traveling on the roadway. The important dimensions are indicated in Figure 9.

Some people with a technical background will be able to fit the geometric diagram to the site situation readily, working from the project drawings and a scratch sheet.

But if you are *not* confident of your geometry, Workchart 5 gets you the values of R, D, and h from the map distances and elevations of the site. We illustrate that procedure in this example.

First, enter the elevations of the source (S), the observer (O), and the top of the barrier (H), as well as the map distances from the barrier to the source (R') and observer (D'), at the top right of Workchart 5. Then, follow the steps on that Workchart to derive the values of h, R, and D that are needed in using Workchart 6.

Entering Workchart 6 at the upper left with the value of h (5.5 feet), we move horizontally

Figure 9.
Detail of Site Showing Measurements Necessary for a Barrier Adjustment

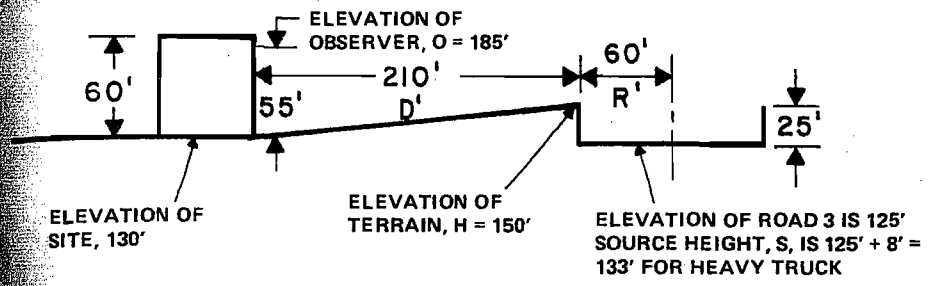

Figure 10.
Use of Workchart 5 to Determine Barrier Dimensions in Example 12b

Workchart 5
Noise Barrier
To find R, D and h from Site Elevations and Distances

Enter the values for:

H= 150 R'= 60
S= 133 D'= 210
O= 185

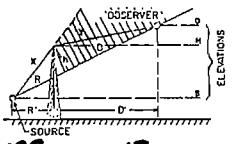

Fill out the following worksheet (all quantities are in feet):

Elevation of barrier top minus elevation of source	[11 150] − [5 133]	= [1 17]	
Elevation of observer minus elevation of source	[0 185] − [5 133]	= [2 52]	
Line distance between source and observer (R' + D')		[3 270]	
Line distance between barrier and source (R')		[4 60]	
Line 2 divided by line 3	[2 52] ÷ [3 270]	= [5 0.19]	
Square the quantity on line 5 (i.e., multiply it by itself); always positive	[5 0.19] × [5 0.19]	= [6 0.04]	
0.4 times line 6	[0.4] × [6 0.04]	= [7 0.016]	
1.0 minus line 7	[1.0] − [7 0.016]	= [8 0.984]	
5 times line 4 (will be negative if line 2 is negative)	[5 0.19] × [4 60]	= [9 11.4]	
1 minus line 9	[1 17] − [9 11.4]	= [10 5.6]	
10 times line 8	[10 5.6] × [8 0.984]	= [11 5.5]	= h
5 times line 10	[5 0.19] × [10 5.6]	= [12 1.06]	
4 divided by line 8	[4 60] ÷ [8 0.984]	= [13 61]	
13 plus line 12	[13 61] + [12 1.06]	= [14 62]	= R
3 minus line 4	[3 270] − [4 60]	= [15 210]	
15 divided by line 8	[15 210] ÷ [8 0.984]	= [16 213]	
16 minus line 12	[16 213] − [12 1.06]	= [17 212]	= D

Value on line 2 may be negative, in which the values on lines 5, 9, and 12 will be negative. Remember, then, in lines 10, 14, and 17, that adding a negative number is the same as subtracting: x + (-y) = x-y. And subtracting a negative number is like adding: X-(-y) = x + y.

Round off R and D to nearest integer, h to one decimal place

Figure 11.
Use of Workchart 6 to Evaluate Barrier in Examples 12b, 13 and 14

Noise Barrier Workchart 6

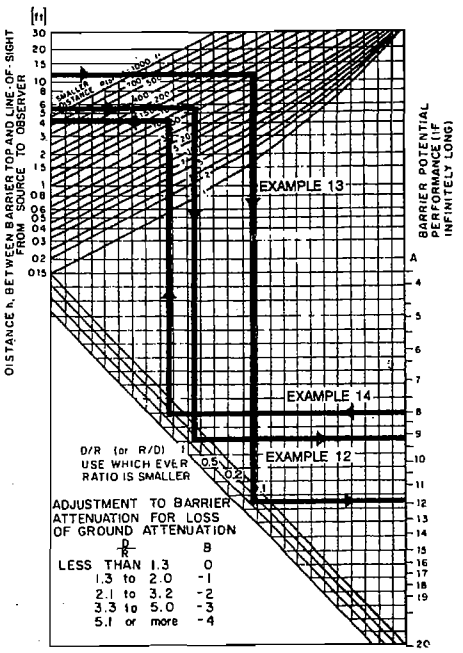

right until we meet the value of R or D, ever is smaller: in this example, R = 62 From that point we drop vertically down- until we meet the value of R/D or D/R, ever is smaller: in this case, R/D = From that point, move horizontally to to find the value for A = 9 dB. Enter- able for determining loss of ground tion effect due to the barrier with a D/R of 3.5, the reduction in tion (B) is found to be 3 dB. cting 3 dB from 9 dB provides a net tion of 6 dB. With 6 dB of attenuation, al DNL of 69 dB (Example 12a) is to 63 dB.

Example 13: An alternative approach, which is somewhat more direct, is illustrated here for the noise of automobiles on Road No. 3.

A preliminary step is to make an accurately scaled sketch of the general geometry introduced on page 8. It must include the positions of the source (this time at the road surface), the observer, and the top of the barrier; and will show the distances h, R, and D. Such a sketch is shown superimposed on the profile of the road and its neighborhood in Figure 12.

If we carefully scale the dimensions directly from this sketch, we find the following values for h, R, and D:

R=63 feet

R/D=0.3

D=214 feet

h=11 feet

The barrier attenuation is found, by entering Workchart 6 with these values, to be A=12 dB. It is larger than that found for trucks because the noise source is lower and is, therefore, better shielded by the barrier. The loss from ground attenuation is again B=3 dB for a net attenuation of 12 - 3 = 9 dB. In Example 9b, we found that the DNL

Figure 12.
Sketch Showing Dimensions for Example 13

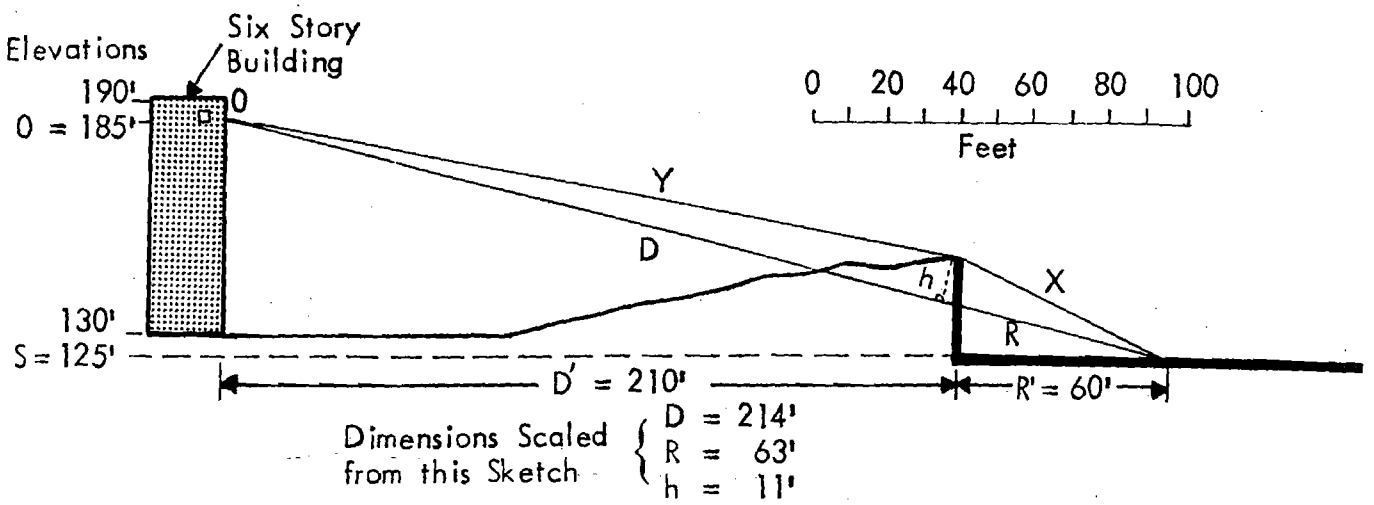

for the projected traffic volume of 100,000 vehicles per day was 69 dB if no consideration was given the shielding provided by the terrain. Subtracting the 9 dB attenuation from 69, we find the partial DNL for automobiles is 60 dB.

In order to find the combined truck and automobile noise for Road No. 3, we combine the 63 dB of truck noise with the 60 dB of automobile noise using Table 1. We find that 1.8 should be added to 63 dB, for a combined DNL of 64.8 dB, or 65 dB when rounded to the nearest whole number.

Example 14: Where no natural barrier exists, Workchart 6 can be used in reverse to estimate the height of a barrier needed to obtain a required attenuation. In example 9b we found that, without any attenuation from terrain or a barrier, the automobile traffic produced a DNL of 69 dB, and in Example 12a the heavy truck traffic produced a DNL of 69 dB. When combined, the total DNL is 72 dB. Suppose the terrain were not rising between NAL and Road No. 3, as shown in Figure 12, but instead was level between the NAL and the edge of the road, as shown in Figure 13. We want to find out how high a wall, infinite in length, would be required at the edge of the road to reduce the combined truck and automobile noise to less than 65 dB. We have found in the previous examples that a barrier of a given height will provide more attenuation for automobiles than it will for trucks. As a first step in our analysis, we will find the height of a wall that will reduce the truck noise to just below 65 dB, say 64 dB, and then find out whether the additional attenuation it provides for automobile noise will be sufficient to reduce the combined truck and automobile noise to less than 65 dB. We begin by finding the height of wall that will provide 5 dB attenuation for truck noise.

We estimate that the ratio of R/D is about the same as R'/D', the ratio of horizontal distance in Figure 13, which is equal to 0.29. Before entering Workchart 6, we find from the loss of ground attenuation table that for D/R = 3.4 we will lose 3 dB attenuation from an ideal barrier. In order to have a net attenua-

Figure 13.
Sketch Showing Dimensions for Example 14

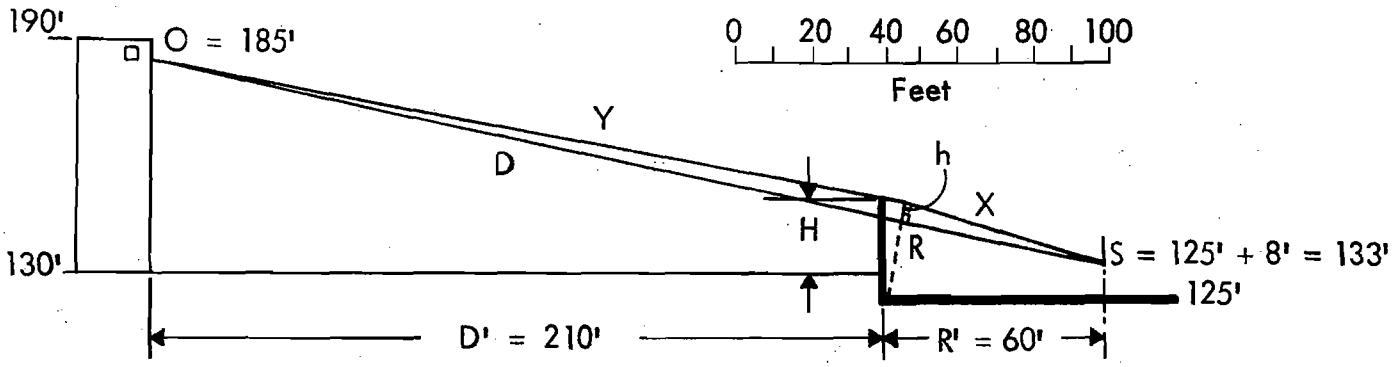

tion of 5 dB, we must have an ideal barrier that provides 5 + 3 = 8 dB attenuation.

Entering Workchart 6 on the right side scale A at 8 decibels, we move across to the diagonal lines, finding 0.29 by interpolating between the lines marked at 0.2 and 0.5. Moving directly up to a point midway between the R lines of 50 and 70, we find our estimated R of approximately 60. Moving across to the left we find that the line of sight between the observer and the truck source height must be broken by a value of h equal to 4.5 feet.

We can determine the height of the wall H in several ways. By drawing h=4.5 feet to scale on Figure 13, we can scale the total wall height H to be approximately 20 feet. Those who feel comfortable with geometry can calculate H by using the similar triangle relationships in Figure 13 to determine that H is 19.1 feet.

Now we must find how much a wall 19 feet high will attenuate automobile noise, remembering that the source height for automobiles is at the road surface elevation of 125 feet. By scaling the drawing, or by geometry, we determine that the line of sight between the observer position and the automobile source is broken by a value of h that is approximately 13 feet. Entering Workchart 6 at 13 feet we find, for R=60 feet and R/D=0.29, that the potential barrier attenuation is 12dB. We must reduce this by 3 dB for loss of ground attenuation to find the actual shielding of automobile noise to be 9 dB. The original 69 dB of automobile noise is reduced to 69 - 9 = 60 dB.

Finally, we combine the heavy truck noise, attenuated by the wall to 69 - 5 = 64 dB, with the automobile noise reduced to 60 dB, to find a combined DNL of 65.5 dB, or 66 dB when rounded upward. Remember, however, that this is for an infinite wall. Further adjustments would have to be made once the actual length was known.

Necessary Information

To evaluate a site's exposure to railway noise, you will need to consider all rapid transit lines and railroads within 3000 feet of the site (except totally covered subways). The information required for this evaluation is listed below under headings that indicate the most likely source.

Before beginning the evaluation, you should record the following information on Worksheet D:

From the area map and/or the (County) Engineer:

- The distance from the appropriate NAL on the site to the center of the railway track carrying most of the traffic.

From the Supervisor of Customer Relations for the railway:

- The number of diesel trains and the number of electrified trains in both directions during an average 24-hour day.
- The fraction of trains that operate during nighttime (10 p.m. - 7 a.m.) If this is unknown, assume 0.15.
- The average number of diesel locomotives per train. If this is unknown, assume 2.
- The average number of railway cars per diesel train and per electrified train. If this is unknown, assume 50 for diesel trains and 8 for electrified trains.
- The average train speed. If this is unknown, assume 30 mph.
- Is the track made from welded or bolted rails?

From the Engineering Department of the railway:

- Is the site near a grade crossing that requires prolonged use of the train's horn or whistle? if so, where are the whistle posts located? (Whistle posts are signposts which tell the engineer to start blowing the horn or whistle. Every grade crossing has whistle posts and they are listed on the railroad's "track charts." If traffic on the track is one-way, there will be only one whistle post. The grade crossing itself is the other "whistle post."

Electrified rapid transit and commuter trains that do not use diesel engines should be treated the same as railway cars.

Note: Buildings closer than 100 feet to a railroad track are often subject to excessive vibration transmitted through the ground. Construction at such sites is discouraged.

Evaluation of Site Exposure to Railway Noise

Railway noise is produced by the combination of diesel engine noise and railway car noise. These Guidelines provide for the separate evaluation of diesel locomotives and railroad cars, and then the combination of the two, in order to obtain the DNL from trains. When rapid transit or electrified trains that do *not* use diesel engines are the only trains passing near a site go directly to the second part of the evaluation since these trains are treated in the same manner as railway cars.

Diesel Locomotives

Workchart 3 was derived with the following assumptions:

- A clear line of sight exists between the railway track and the Noise Assessment Location.
- There are two diesel locomotives per train.
- The average train speed is 30 mph.
- Nighttime operations are 0.15 of the 24-hour total.
- The site is not near a grade crossing requiring prolonged use of the train's horn or whistle.

If the situation meets these conditions, proceed to Workchart 3 for an immediate evaluation of diesel locomotive noise.

But:

If any of the conditions is different, make the necessary adjustments listed below and *then* use Workchart 3 for the evaluation.

Figure 14.
Use of Workchart 3 to Evaluate Diesel Locomotive Noise

Railroads – Diesel Locomotives

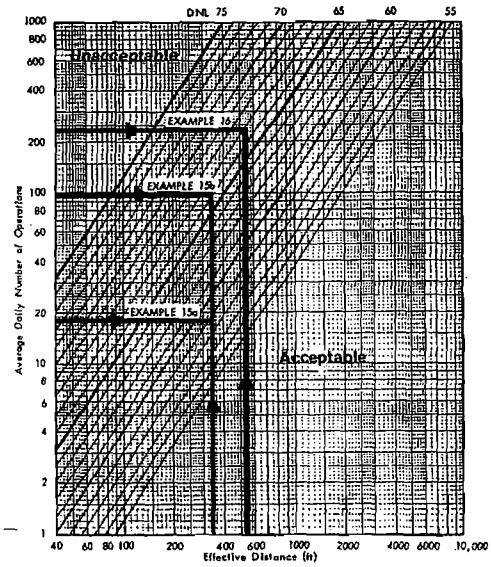

Adjustments for Diesel Locomotives

Number of Locomotives:

If the average number of diesel locomotives per train is not 2, divide the average number by 2. Enter this value in column 9 of Worksheet D.

Example 15a: The distance from NAL number 1 to Railway Number 1 is 339 feet. Two percent of the 35 daily operations occur at night; there is clear line of sight between the tracks and the NAL, and no horns or whistles are used. No information is available on train size or speed, therefore we will assume 2 engines per train and a speed of 30 mph.

Since the percentage of nighttime operations is different from 15 percent, we must adjust the actual number of daily operations, multiplying by 0.50 according to Table 5.

0.50 x 35 = 17.5 = 18

Entering Workchart 3 with 18 daily operations and a distance of 339 feet, we find that the contribution of diesel engine noise is a DNL of 59 dB (see Figure 14).

In order to find the total contribution of the trains to the total DNL, we must also find the noise level produced by the train's cars. Entering Workchart 4 (see Figure 15) with 18 daily operations and a distance of 339 feet, we find the DNL is below 50 on the chart, or more than 10 decibels lower than the noise level produced by the engines. Based on the chart for decibel addition, the combination of the noise from the engines and the cars adds less than 0.5 decibels to the DNL value for the engines alone, 59 dB.

Example 15b: Suppose that a forecast of train operations for Railway 1 indicates that there will still be 35 trains per day, but now 50 percent of the operations will occur at night, the average train will have 4 engines and 75 cars, and the average speed will be 50 mph.

We first find the contribution to DNL made by diesel locomotives by using the following adjustment factors:

- number of engines adjustment: 2
- speed adjustment: 0.60
- day/night adjustment: 2.34

We multiply these adjustments together with the number of trains:

2 X 0.60 X 2.34 X 35 = 98

Entering Workchart 3 (see Figure 14) with 98 daily operations and a distance of 339

Average Train Speed:

If the average train speed is different from 30 mph, find the appropriate adjustment factor from Table 9 and list in column 10 of Worksheet D.

Table 9

Average Speed (mph)	Speed Adjustment Factor
10	3.00
20	1.50
30	1.00
40	0.75
50	0.60
60	0.50
70	0.43

Horns or Whistles:

If the NAL is perpendicular to any point on the track between the whistle posts for the grade crossing, enter the number 10 in column 11, Worksheet D.

Nighttime Adjustment:

Remember to adjust for nighttime operations, if different from 0.15 of the total, by selecting the appropriate adjustment factor from Table 5 on page 8. Enter in column 12, Worksheet D.

Multiply the adjustment factors together, times the number of diesel trains per day (you have listed this number previously on line 2a, page 1, of Worksheet D, and should enter this number again in column 13) to obtain the adjusted number of trains per day. Enter the adjusted number of diesel trains per day in column 14. Use this value, in conjunction with the distance from the NAL to the track (line 1, page 1, of Worksheet D), to find from Workchart 3 the DNL produced by diesel locomotives. List in column 15 of Worksheet D.

Railway Cars and Rapid Transit Systems

Workchart 4 was derived with the following assumptions:

- A clear line of sight exists between the railway and the NAL.
- There are 50 cars per train.
- The average train speed is 30 mph.
- Nighttime operations are 0.15 of the 24-hour total.
- Rails are welded together.

If the situation meets these conditions, proceed to Workchart 4 for an immediate evaluation of railway car noise. Again, if any of the conditions is different, make the necessary adjustments listed below and then use Workchart 4 for the evaluation.

Figure 15.
Use of Workchart 4 to Evaluate Railway Car Noise

Railroads – Cars and Rapid Transit

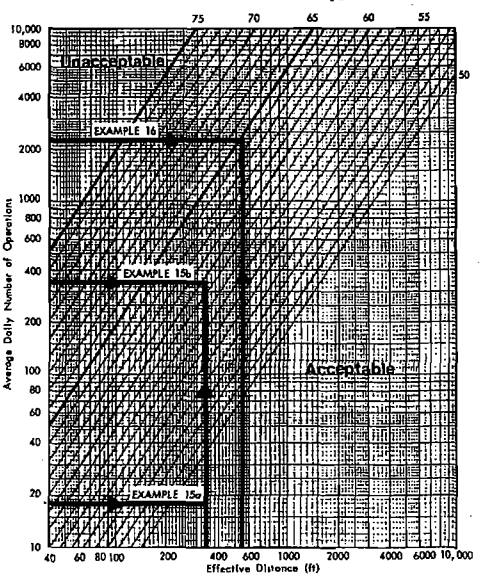

Adjustments for Railway Cars and Rapid Transit Trains

Number of Cars:

Divide the average number of cars by 50 and enter this number in column 18 of Workchart D.

Average Speed:

Make this adjustment, if the average speed is not 30 mph, by selecting the appropriate value from Table 10, entering it in column 19 of Worksheet D.

Table 10

Average Speed (mph)	Speed Adjustment Factor
10	0.11
20	0.44
30	1.00
40	1.78
50	2.78
60	4.00
70	5.44
80	7.11
90	9.00
100	11.11

Bolted Rails:

Enter the number 4 in column 20 of Worksheet D.

Nighttime Adjustment:

Enter the appropriate adjustment factor from Table 5 in column 21 of Worksheet D.

feet, we find that the site has an engine noise contribution to DNL of 66 dB.

We next obtain the adjustment factors for the noise produced by the cars:

- number of cars adjustment: 1.50
- speed adjustment: 2.78
- day/night adjustment: 2.34

Multiplying the adjustment factors times the average daily number of trains:

1.5 X 2.78 X 2.34 X 35 = 342

Entering Workchart 4 (see Figure 15) with 342 operations and a distance of 339 feet, we find the contribution of the cars to the DNL is 60 dB. Using Table 1 for combining levels, we find that the 6 dB difference between engine noise at 66 and car noise at 60 gives a combined DNL of 67 dB for these trains.

Example 16: The distance from NAL number 2 to Railroad Number 2 is 550 feet; there are 100 operations per day, of which 30 percent occur at night. A clear line of sight exists between the site and the railroad, and no horns or whistles are used nearby. An average train on this track uses 4 engines, has 100 cars, the average speed is 40 miles per hour, and the track has bolted, not welded, rails.

We first find the adjustment factors for the diesel engines:

- number of engines adjustment: 2
- speed adjustment: 0.75
- day/night adjustment: 1.57

Multiplying the adjustments together, times the number of trains:

2 X 0.75 X 1.57 X 100 = 236

Entering Workchart 3 (see Figure 14) with 236 operations at a distance of 550 feet, we find the DNL contribution from engine noise to be 67 dB.

Next we find the adjustment factors for the railroad cars:

- number of cars adjustment: 2
- speed adjustment: 1.78
- bolted track adjustment: 4
- day/night adjustment: 1.57

Multiplying the adjustments together, times the number of trains:

2 X 1.78 X 4 X 1.57 X 100 = 2236

Entering Workchart 4 (see Figure 15) with

(Continued next page)

Figure 16.
Sketch Showing Dimensions for Example 16

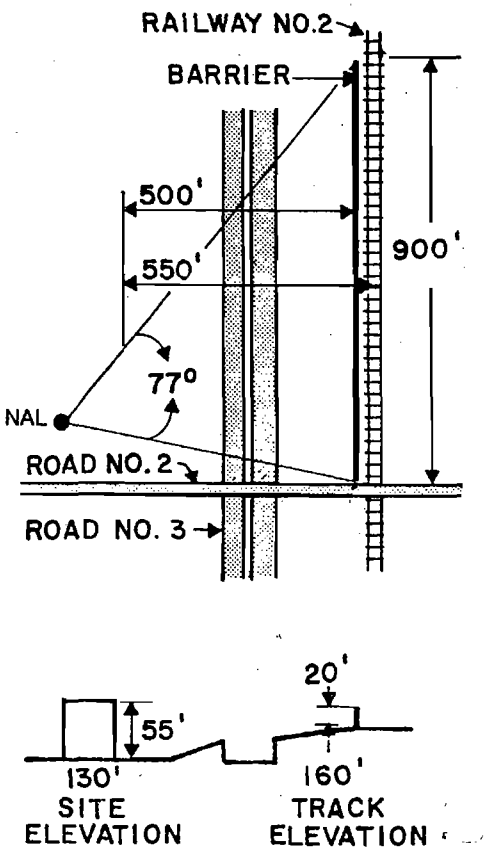

Figure 17.
Use of Workchart 6 in Example 16

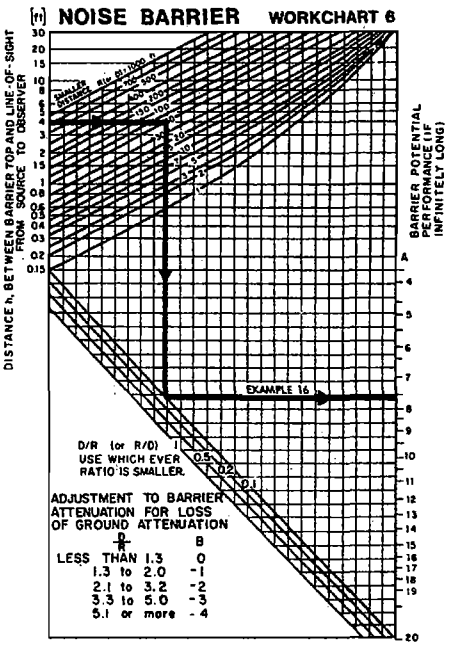

Figure 18.
Use of Workchart 7 in Example 16

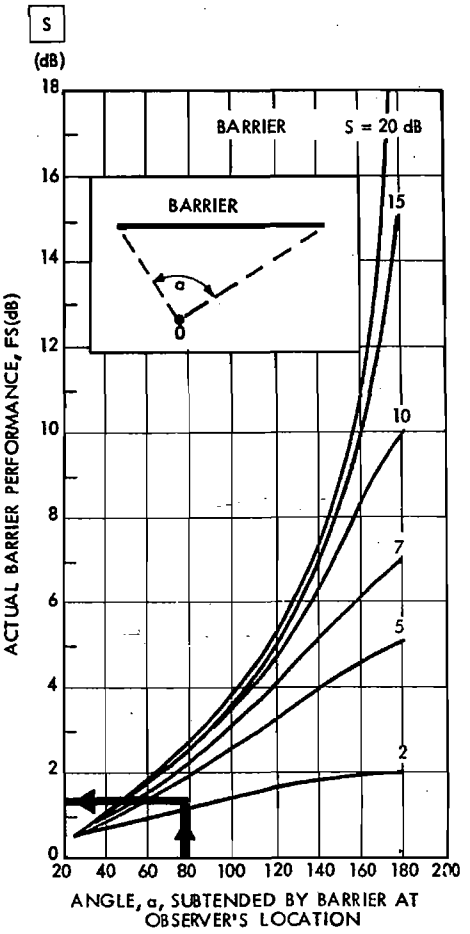

2236 operations at a distance of 550 feet, we find the DNL contribution from the railroad cars to be 65 dB. Combining the engine sound levels with the car sound levels we find the total DNL from the trains to be 69 dB.

It would be possible to erect a 20-foot noise barrier, running parallel to the track at a distance of 50 feet; it could start at Road Number 2 and run 900 feet north toward the airport, as shown in Figure 16. Both the railroad track and the ground level at the barrier location are at an elevation of 160 feet. Thus, we have the following values with which to calculate the potential reduction in engine noise (using Workchart 5). (Because the distances involved are so unequal, this situation does not lend itself to direct scaling of the distances.)

H = 180 feet (20' above the ground)

S = 175 feet (15' above the track, see page 19)

0 = 285 feet (from Example 11 in the section on roadway noise)

R' = 50 feet

D' = 500 feet

We find from Worksheet 5 that the values of R and D are no different (within the accuracy of the calculation) from R' and D', a situation that will always occur when the differences in elevation are so much smaller than the distances from the site to the noise source. The value of h is 4 feet; R/D = 0.1

We can now use these numbers to enter Workchart 6 to find the *potential* barrier performance (that is, the barrier adjustment factor that would apply in the case of an infinitely long barrier). Entering Workchart 6 at h = 4 feet, with R/D = 0.1, we find the basic attenuation of the barrier to be 7.5 dB. However, with D/R = 10, we find from the table of loss-of-ground-effect attenuation that we must subtract 4 dB from the 7.5, or a net effect of 3.5 dB. However, the situation is even worse, since the barrier is finite in length.

To find the actual attenuation for this *finite* barrier, we must first find the angle subtended by the barrier to the NAL. Referring to Figure 16, we draw lines from the NAL each end of the barrier. With

References

1. D.E. Bishop, A.P. Hays, "Handbook for Developing Noise Exposure Contours for General Aviation Airports," FAA-AS-75-1, December 1975 (NTIS No. AD-A023429).

2. D.E. Bishop, et al., "Calculation of Day-Night Levels Resulting From Civil Aircraft Operations," BBN Report 3157 for Environmental Protection Agency, March 1976 (NTIS No. PB 266 165).

3. B.A. Kugler, D.E. Commins, W.J. Galloway, "Highway Noise – A Design Guide for Prediction and Control," NCHRP Report 174, Transportation Research Board, National Research Council, 1976.

4. T.J. Schultz, W.J. Galloway, "Noise Assessment Guidelines – Technical Background," Office of Policy Development and Research, U.S. Department of Housing and Urban Development," 1980.

5. M.A. Simpson, "Noise Barrier Design Handbook," FHWA-RD-76-58, Federal Highway Administration, February 1976 (NTIS No. PB 266 378).

a protractor we measure the angle between the two lines to be 77 degrees. Locate the curve on Workchart 7 corresponding to the potential barrier attenuation of 3.5 dB; it lies midway between the two lowest curves (see Figure 18). The point on this curve corresponding to a subtended angle of 77 degrees indicates that the actual barrier performance would be only 1.5 dB. With only 1.5 dB of attenuation, the barrier is clearly not cost-effective. In order to achieve a usable attenuation from the barrier, it would have to be extended beyond the other side of Road Number 2 to obtain a larger subtended angle. This extension, however, would still not be cost-effective unless the height of the barrier were increased substantially.

Summary of Adjustment Factors

Combination of Sound Levels

Table 1

Difference in Sound Level	Add to Larger Level
0	3.0
1	2.5
2	2.1
3	1.8
4	1.5
5	1.2
6	1.0
7	0.8
8	0.6
9	0.5
10	0.4
12	0.3
14	0.2
16	0.1
greater than 16	0.

Aircraft

Table 2 DNL Outside 65 dB Contour

D^1 = distance from 65 dB contour to flight path
D^2 = distance from site to flight path

D2 / D1	DNL dB
1.0	65
1.12	64
1.26	63
1.41	62
1.58	61
1.78	60
2.00	59
2.24	58
2.51	57
2.82	56
3.16	55

Automobile Traffic

Table 3 Stop-and-go

Distance from Site to Stop Sign feet	Automobile Stop-and-go Adjustment Factor
0	0.10
100	0.25
200	0.40
300	0.55
400	0.70
500	0.85
600	1.00

Table 4 Average Traffic Speed

Average Traffic Speed	Adjustment Factor
20 (mph)	0.13
25	0.21
30	0.30
35	0.40
40	0.53
45	0.67
50	0.83
55	1.00
60	1.19
65	1.40
70	1.62

Table 5 Nighttime (applies to all sources)

Nighttime Fraction of ADT	Nighttime Adjustment Factor
0	0.43
0.01	0.46
0.02	0.50
0.05	0.62
0.10	0.81
0.15	1.00
0.20	1.19
0.25	1.38
0.30	1.57
0.35	1.78
0.40	1.96
0.45	2.15
0.50	2.34

Medium Trucks

(less than 26,000 pounds, greater than 10,000 pounds)

Multiply adjusted automobile traffic by 10.

Heavy Trucks

Table 6 Road Gradient

Percent of Adjustment Gradient Factor	
2	1.4
3	1.7
4	2.0
5	2.2
6 or more	2.5

Table 7 Average Speed

Average Traffic Speed (mph)	Truck Speed Adjustment Factor
50 or less	0.81
55	1.00
60	1.17
65	1.38

Table 8 Stop-and-go

Heavy Truck Traffic Volume per Day	Heavy Truck Stop-and-Go Adjustment Factor
Less than 1200	1.8
1201 to 2400	2.0
2401 to 4800	2.3
4801 to 9600	2.8
9601 to 19,200	3.8
More than 19,200	4.5

Railroads - Diesel Engines

Number of Engines per Train
The number of engines divided by 2.

Table 9 Average Train Speed

Average Speed (mph)	Speed Adjustment Factor
10	3.00
20	1.50
30	1.00
40	0.75
50	0.60
60	0.50
70	0.43

Whistles or horns
Multiply number of trains by 10.

Railroads - Cars and Rapid Transit

Numbers of cars.
Number of cars per train divided by 50.

Table 10 Average Train Speed

Average Speed (mph)	Speed Adjustment Factor
10	0.11
20	0.44
30	1.00
40	1.78
50	2.78
60	4.00
70	5.44
80	7.11
90	9.00
100	11.11

Bolted Rails
Multiply number of trains by 4.

Whistles or Horns
Multiply number of trains by 100.

kchart 1
os (55 mph)

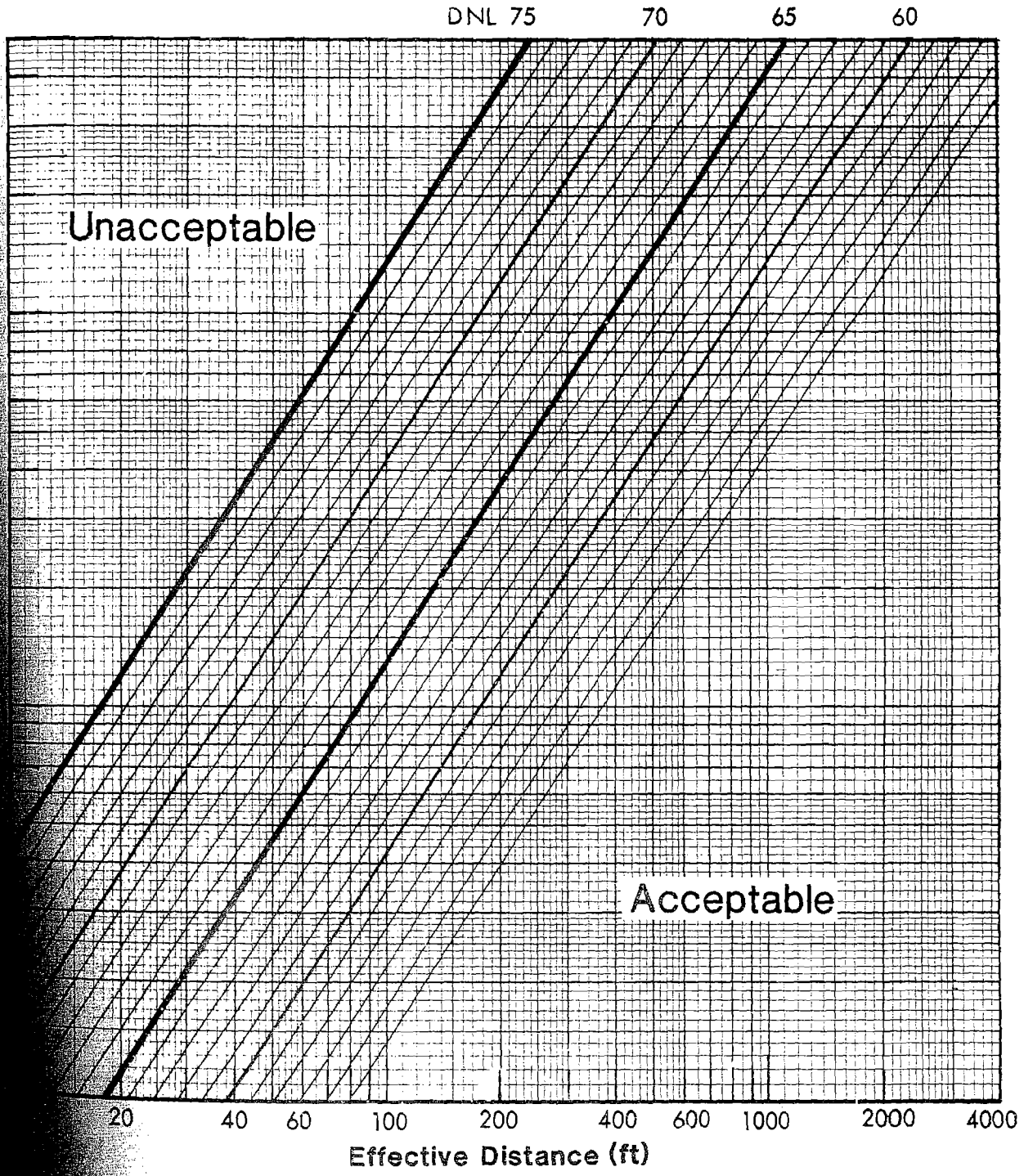

Item No. E.2

Workchart 2
Heavy Trucks (55 mph)

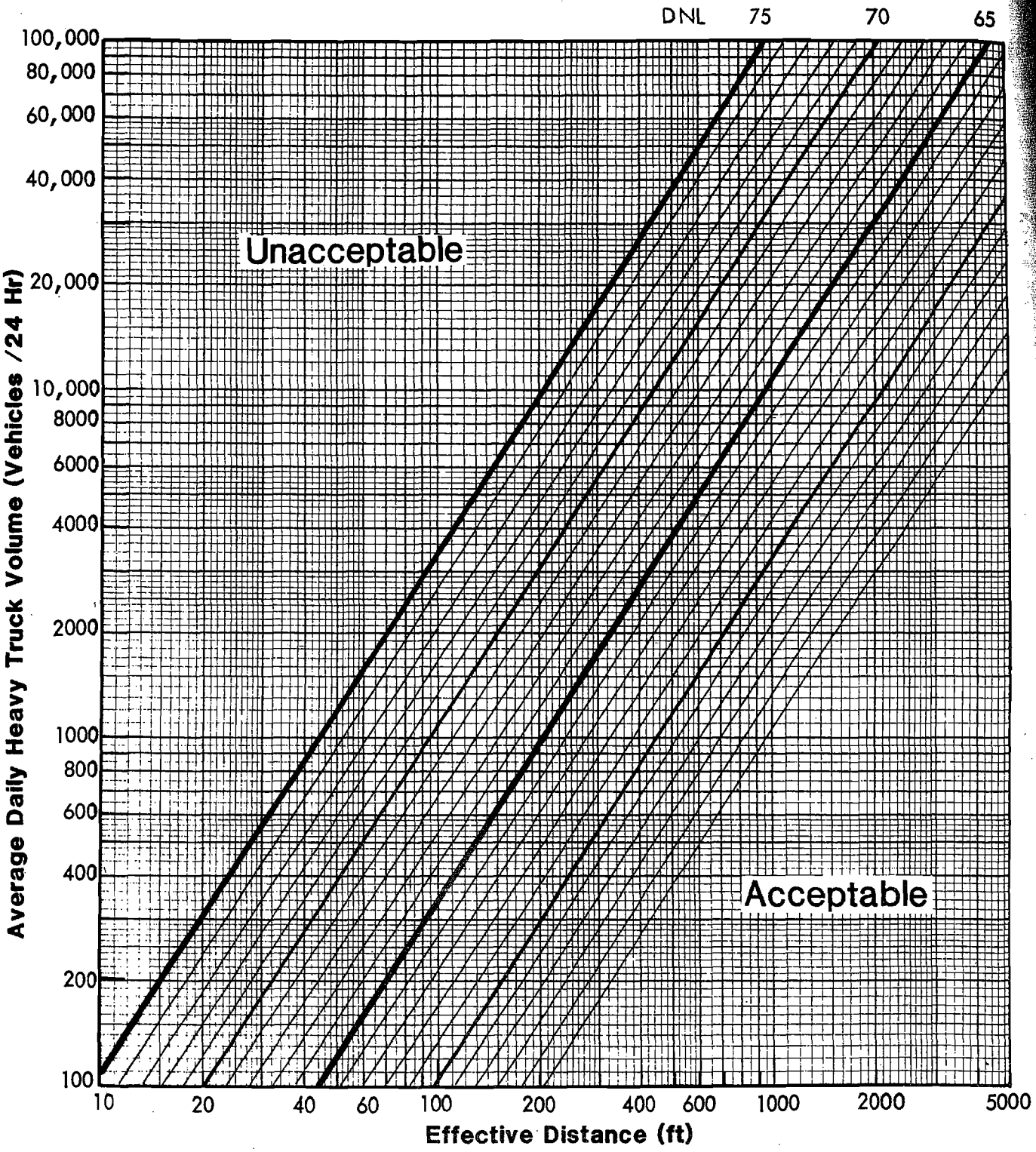

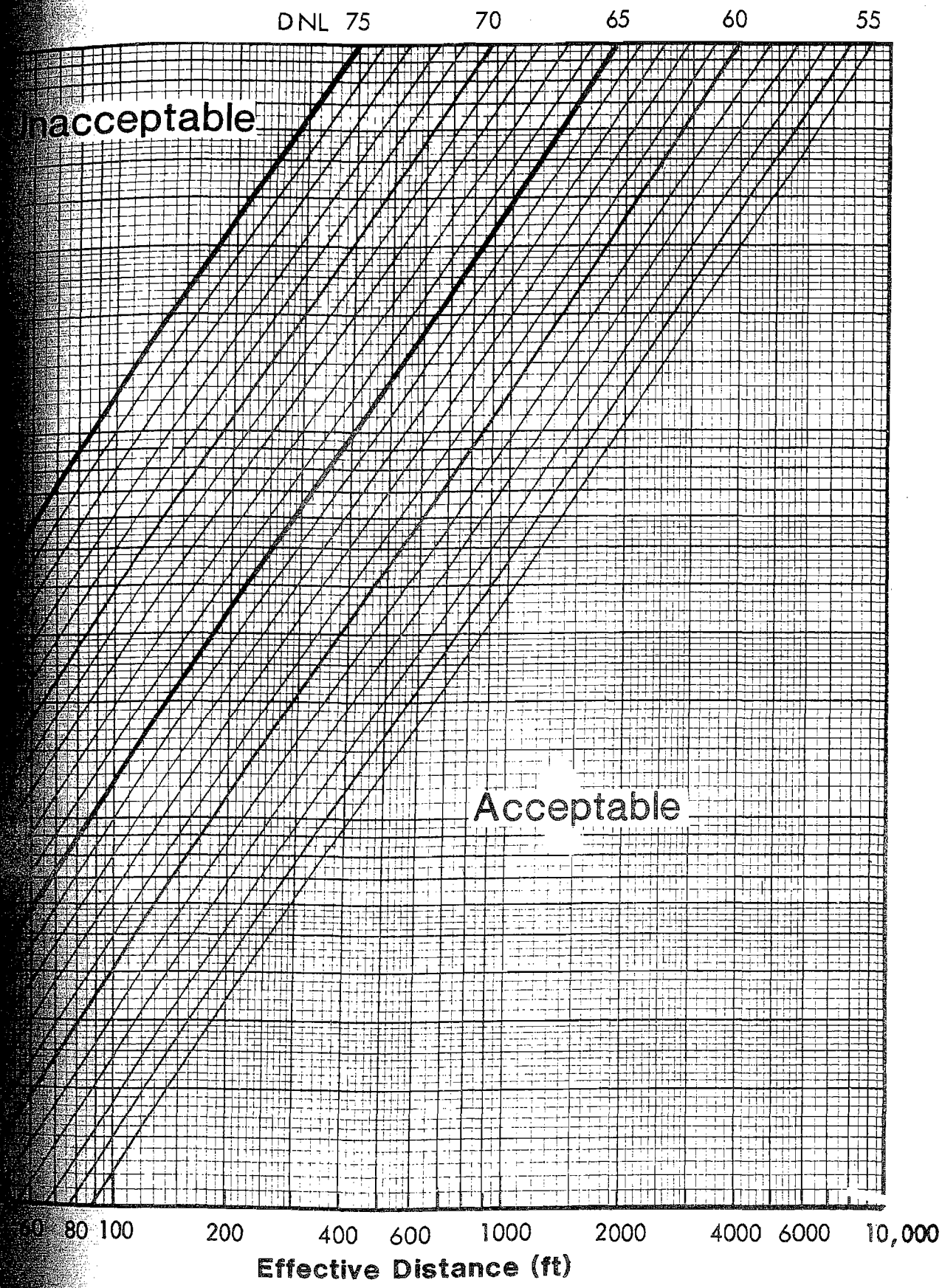
DNL 75
70
65
60
55
Unacceptable
Acceptable
60 80 100
200
400
600
1000
2000
4000
6000
10,000
Effective Distance (ft)

Workchart 4
Railroads - Cars and Rapid Transit

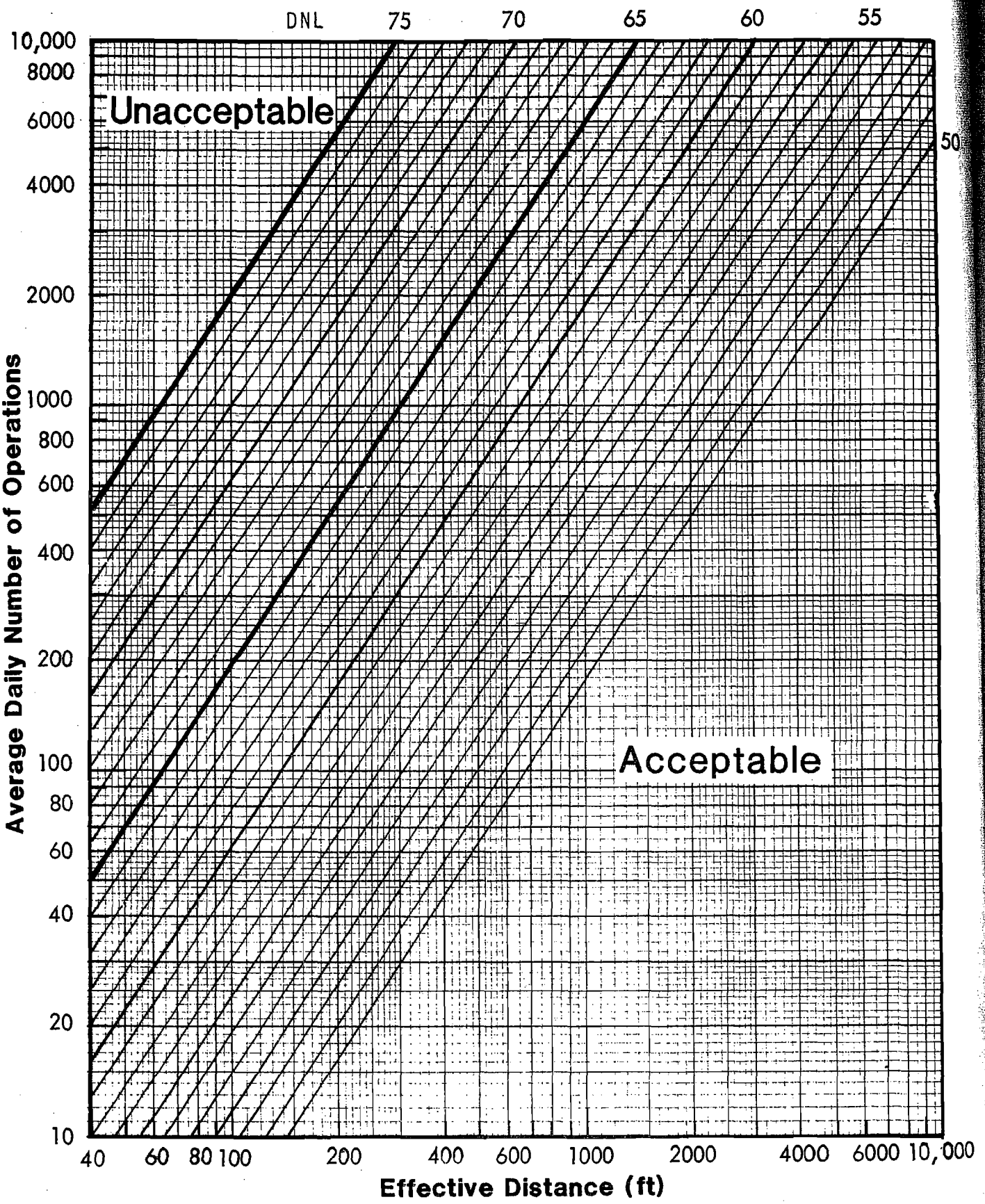

22

Workchart 5
Noise Barrier

To find R, D and h from Site Elevations and Distances

Fill out the following worksheet (all quantities are in feet):

Enter the values for:

H= _____ R'= _____

S= _____ D'= _____

O= _____

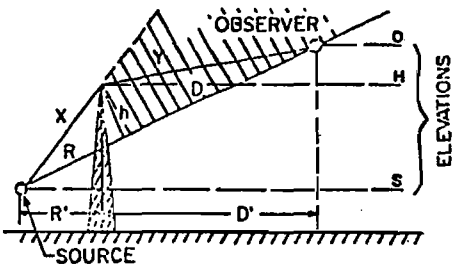

Elevation of barrier top minus elevation of source	[H	] −	[S	] =	[1	]	
Elevation of observer minus elevation of source	[O	] −	[S	] =	[2	]	
Map distance between source and observer (R' + D')					[3	]	
Map distance between barrier and source (R')					[4	]	
Line 2 divided by line 3	[2	] ÷	[3	] =	[5	]	
Square the quantity on line 5 (i.e., multiply it by itself); always positive	[5	] ×	[5	] =	[6	]	
40% of line 6	[0.4	] ×	[6	] =	[7	]	
One minus line 7	[1.0	] −	[7	] =	[8	]	
Line 5 times line 4 (will be negative if line 2 is negative)	[5	] ×	[4	] =	[9	]	
Line 1 minus line 9	[1	] −	[9	] =	[10	]	
Line 10 times line 8	[10	] ×	[8	] =	[11	]	= h
Line 5 times line 10	[5	] ×	[10	] =	[12	]	
Line 4 divided by line 8	[4	] ÷	[8	] =	[13	]	
Line 13 plus line 12	[13	] +	[12	] =	[14	]	= R
Line 3 minus line 4	[3	] −	[4	] =	[15	]	
Line 15 divided by line 8	[15	] ÷	[8	] =	[16	]	
Line 16 minus line 12	[16	] −	[12	] =	[17	]	= D

If the value on line 2 may be negative, in that case so will the values on lines 5,9, and 12; it may also be negative. Remember, then, in lines 10, 14, and 17, that adding a negative number is the same as subtracting: $x+(-y)=x-y$. And subtracting a negative number is like adding: $x-(-y)=x+y$.

Round off R and D to nearest integer, h to one decimal place.

Workchart 6
Noise Barrier

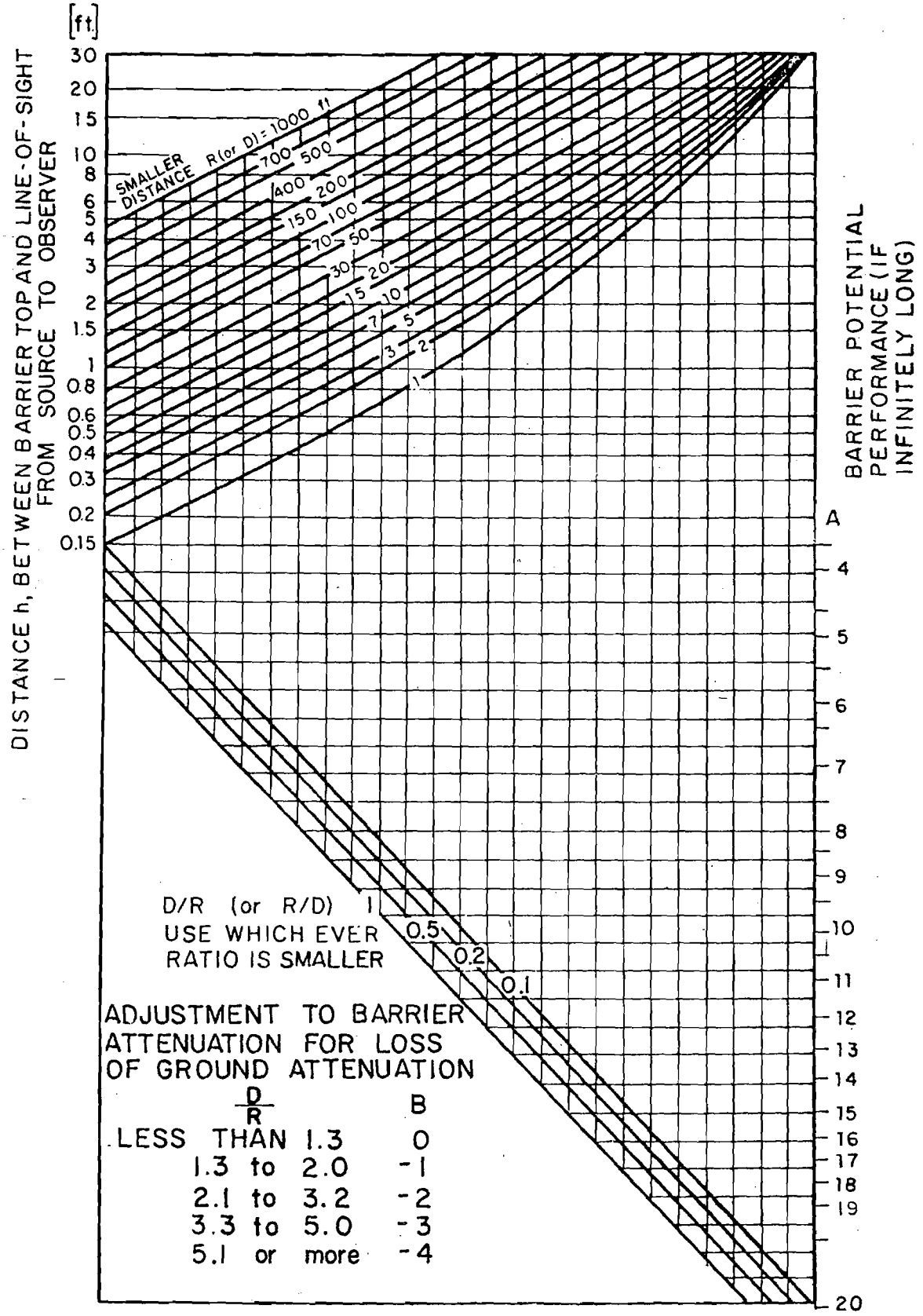

Workchart 7

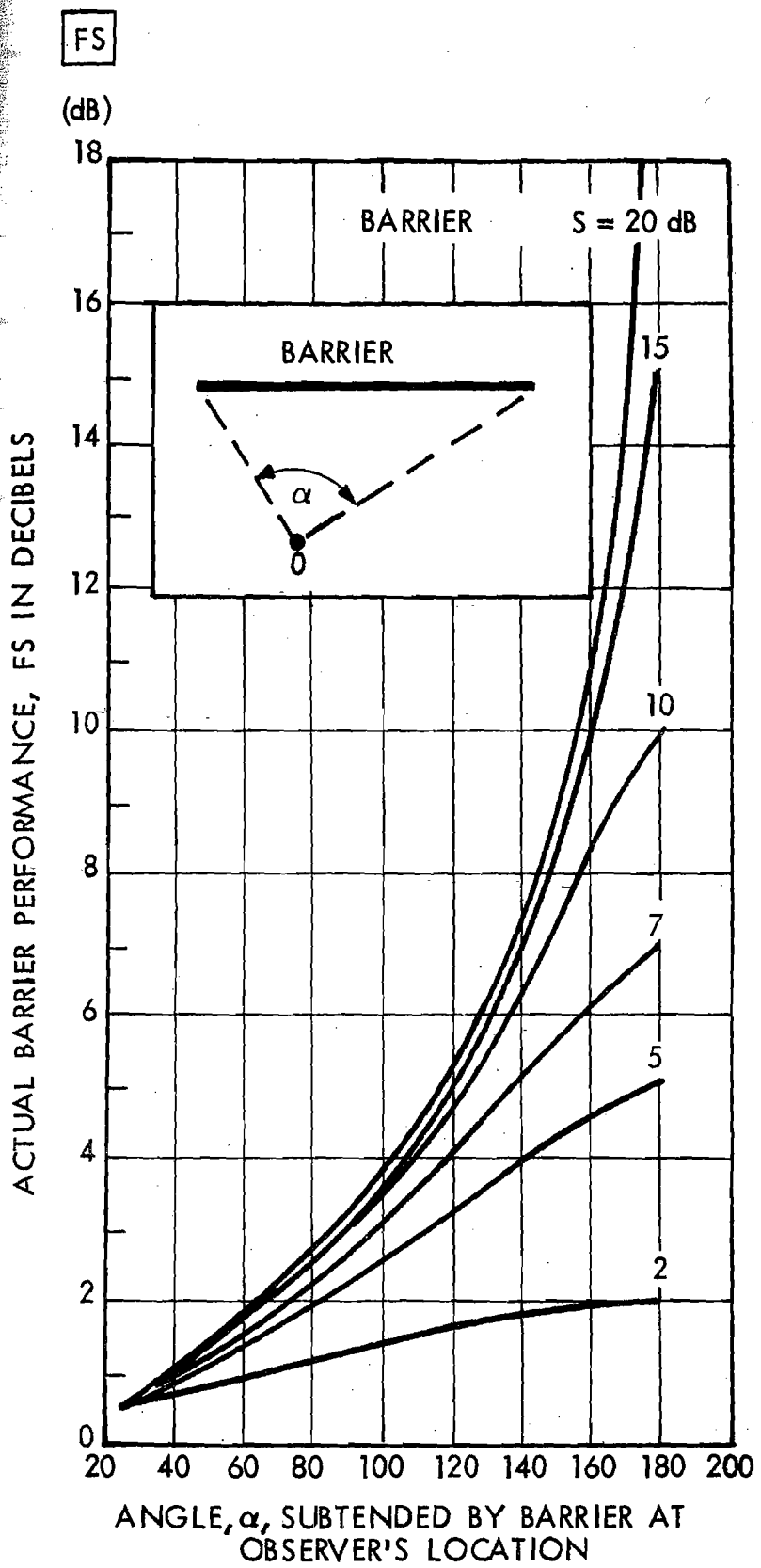

Correction to be applied to barrier potential in order to find the actual performance of the barrier of the same construction but of finite length.

Worksheet A
Site Evaluation

Site Location

Program

Project Name

Locality

File Number

Sponsor's Name | Phone

Street Address | City, State

	Acceptability Category	DNL	Predicted for Operations in Year
1. Roadway Noise			
2. Aircraft Noise			
3. Railway Noise			

Value of DNL for all noise sources: (see page 3 for combination procedure) _____

Final Site Evaluation (circle one)

Acceptable

Normally Unacceptable

Unacceptable

Signature _____ Date _____

Clip this worksheet to the top of a package containing Worksheets B-E and Workcharts 1-7 that are used in the site evaluations

List all airports within 15 miles of the site:

1. _____

2. _____

3. _____

Necessary Information:	**Airport 1**	**Airport 2**	**Airport 3**
1. Are DNL, NEF or CNR contours available? (yes/no)			
2. Any supersonic aircraft operations? (yes/no)			
3. Estimating approximate contours from Figure 3:			
a. number of nighttime jet operations			
b. number of daytime jet operations			
c. effective number of operations (10 times a + b)			
d. distance A for 65 dB			
70dB			
75 dB			
e. distance B for 65 dB			
70 dB			
75 dB			
4. Estimating DNL from Table 2:			
a. distance from 65 dB contour to flight path, D^1			
b. distance from NAL to flight path, D^2			
c. D^2 divided by D^1			
d. DNL			
5. Operations projected for what year?			
6. Total DNL from all airports			

Signed _____ Date _____

List all major roads within 1000 feet of the site:

1. _____

2. _____

3. _____

4. _____

Necessary information	**Road 1**	**Road 2**	**Road 3**	**Road 4**
1. Distance in feet from the NAL to the edge of the road				
a. nearest lane				
b. farthest lane				
c. average (effective distance)				
2. Distance to stop sign				
3. Road gradient in percent				
4. Average speed in mph				
a. Automobiles				
b. heavy trucks - uphill				
c. heavy trucks - downhill				
5. 24 hour average number of automobiles and medium trucks in both directions (ADT)				
a. automobiles				
b. medium trucks				
c. effective ADT (a + (10xb))				
6. 24 hour average number of heavy trucks				
a. uphill				
b. downhill				
c. total				
7. Fraction of nighttime traffic (10 p.m. to 7 a.m.)				
8. Traffic projected for what year?				

Adjustments for Automobile Traffic

	9 Stop and-go Table 3		10 Average Speed Table 4		11 Night-Time Table 5		12 Auto ADT (line 5c)		13 Adjusted Auto ADT		14 DNL (Workchart 1)		15 Barrier Attenuation		16 Partial DNL
Road No. 1	_____	X	_____	X	_____	X	_____	=	_____		_____	–	_____	=	_____
Road No. 2	_____	X	_____	X	_____	x	_____	=	_____		_____	–	_____	=	_____
Road No. 3	_____	X	_____	X	_____	X	_____	=	_____		_____	–	_____	=	_____
Road No. 4	_____	X	_____	X	_____	X	_____	=	_____		_____	–	_____	=	_____

Adjustments for Heavy Truck Traffic

	17 Gradient Table 6		18 Average Speed Table 7		19 Truck ADT / 2		20		21		22 Stop and-go Table 8		23 Night-Time Table 5		24 Adjusted Truck ADT		25 DNL (Work-chart 2)		26 Barrier Attn.		27 Partial DNL
Uphill	_____	X	_____	X	_____	=	_____														
Road No. 1									Add	____	X	_____	X	_____	=	_____	_____	–	_____	=	_____
Downhill			_____	X	_____	=	_____														
Uphill	_____	X	_____	X	_____	=	_____														
Road No. 2									Add	____	X	_____	X	_____	=	_____	_____	–	_____	=	_____
Downhill			_____	X	_____	=	_____														
Uphill	_____	X	_____	X	_____	=	_____														
Road No. 3									Add	____	X	_____	X	_____	=	_____	_____	–	_____	=	_____
Downhill			_____	X	_____	=	_____														
Uphill	_____	X	_____	X	_____	=	_____														
Road No. 4									Add	____	X	_____	X	_____	=	_____	_____	–	_____	=	_____
Downhill			_____	X	_____	=	_____														

Combined Automobile & Heavy Truck DNL

Road No. 1 _____ Road No. 2 _____ Road No. 3 _____ Road No. 4 _____ Total DNL for All Roads _____

Signature _____ Date _____

List All Railways within 3000 feet of the site:

1. _____

2. _____

3. _____

Necessary Information:	**Railway No. 1**	**Railway No. 2**	**Railway No. 3**
1. Distance in feet from the NAL to the railway track:	_____	_____	_____
2. Number of trains in 24 hours:			
a. *diesel*	_____	_____	_____
b. electrified	_____	_____	_____
3. Fraction of operations occuring at night (10 p.m. – 7 a.m.):	_____	_____	_____
4. Number of diesel locomotives per train:	_____	_____	_____
5. Number of rail cars per train:			
a. diesel trains	_____	_____	_____
b. electrified trains	_____	_____	_____
6. Average train speed:	_____	_____	_____
7. Is track welded or bolted?	_____	_____	_____
8. Are whistles or horns required for grade crossings?	_____	_____	_____

Adjustments for Diesel Locomotives

	9 No. of Locomotives / 2	10 Average Speed Table 9	11 Horns (enter 10)	12 Night-time Table 5	13 No. of Trains (line 2a)	14 Adj. No. of Opns.	15 DNL Workchart 3	16 Barrier Attn.	17 Partial DNL
Railway No. 1	_____ X	_____ X	_____ X	_____ X	_____ =	_____	_____ –	_____ =	_____
Railway No. 2	_____ X	_____ X	_____ X	_____ X	_____ =	_____	_____ –	_____ =	_____
Railway No. 3	_____ X	_____ X	_____ X	_____ X	_____ =	_____	_____ –	_____ =	_____

Adjustments for Railway Cars or Rapid Transit Trains

	18 Number of cars / 50	19 Average Speed Table 10	20 Bolted Rails (enter 4)	21 Night-time Table 5	22 No. of Trains (Line 2a or 2b)	23 Adj. No. of Opns.	24 DNL Work-chart 4	25 Barrier Attn.	26 Partial DNL
Railway No. 1	_____ X	_____ X	_____ X	_____ X	_____ =	_____	_____ –	_____ =	_____
Railway No. 2	_____ X	_____ X	_____ X	_____ X	_____ =	_____	_____ –	_____ =	_____
Railway No. 3	_____ X	_____ X	_____ X	_____ X	_____ =	_____	_____ –	_____ =	_____

Combined Locomotive and Railway Car DNL

Railway No. 1 _____ Railway No. 2 _____ Railway No. 3 _____ Total DNL for all Railways _____

Signature_____ Date_____

MV00179744

Chapter 6

A Workbook for the Noise Assessment Guidelines

Introduction

The following problems were prepared to give you the opportunity to practice the calculations and procedures described in the *Noise Assessment Guidelines*. Because it is so rarely used, we have not included any problems dealing with the aircraft noise procedure.

We have not reproduced the charts or tables from the *Guidelines* so you will need to have it at hand to do the problems.

Noise Assessment Guidelines Workbook

Problems

Problems 1 Through 7: Combining Sound Levels in Decibels

Calculate the Combined Sound Level for the Following Sets of Individual Levels:

1. 67 LDN
   61 LDN
   _____ Combined Level

2. 63 LDN
   63 LDN
   _____ Combined Level

3. 51 LDN
   68 LDN
   _____ Combined Level

4. 62 LDN
   65 LDN
   _____ Combined Level

5. 67 LDN
   72 LDN
   _____ Combined Level

6. 59 LDN
   63 LDN
   71 LDN
   _____ Combined Level

7. 73 LDN
   72 LDN
   61 LDN
   67 LDN
   _____ Combined Level

Problems 8 and 9: Calculating Effective Distance

Calculate the Effective Distances for the Following Roads:

8. Distance in Feet from NAL to:

Near Edge of Nearest Lane	22 Feet
Far Edge of Farthest Lane	76 Feet
Effective Distance	_____

9. Distance in Feet from NAL to:

Near Edge of Nearest Lane	60 Feet
Far Edge of Farthest Lane	84 Feet
Effective Distance	_____

Problems 10 Through 15: Adjustment Factors

List The Adjustment Factors Necessary for Each of the Following Situations and the Numerical Value for Each Adjustment Factor.

10. A Roadway Where the Road Gradient Is 1%, the Average Speed for Both Autos and Trucks Is 30 MPH and the Fraction of Nighttime Traffic is 10%.

    Adjustment Factors Needed: _____

    _____

    _____

    Value of Adjustment Factors: _____

    _____

    _____

11. A Roadway Where There Is A Stop Sign 400 Feet from the NAL. The Gradient Is 1%, the Average Speed for Autos Is 45 MPH (There Are No Trucks) and the Fraction of Nighttime Traffic Is 15%.

    Adjustment Factors Needed: _____

    _____

    _____

    Value of Adjustment Factors: _____

    _____

    _____

12. A Roadway Where the Road Gradient Is 2%, the Average Speed for Autos Is 50 MPH and for Trucks (Both Uphill and Downhill) Is 50 MPH and the Fraction of Nighttime Traffic Is 10%.

Adjustment Factors Needed: _____

_____

_____

Value of Adjustment Factors: _____

_____

13. A Railroad Where the Fraction of Operations Occurring at Night Is 30%, the Average Train Speed Is 40 MPH, the Track Is Bolted and There Are No Whistle Or Horns Required for Grade Crossings.

Adjustment Factors Needed: _____

_____

_____

Value of Adjustment Factors: _____

_____

_____

14. A Railroad Where the Fraction of Operations Occurring at Night Is 5%, the Average Train Speed Is 10 MPH, the Tracks Are Welded and There Are No Whistles Or Horns Required for Grade Crossing.

Adjustment Factors Needed: _____

_____

_____

Value of Adjustment Factors: _____

_____

_____

15. A Railroad Where the Fraction of Operations Occurring at Night Is 20%, the Average Train Speed Is 30 MPH, the Track Is Bolted and No Whistles or Horns Are Required for Grade Crossings.

Adjustment Factors Needed: _____

_____

_____

Value of Adjustment Factors: _____

_____

_____

Problems 16 Through 21: Some Basic Problems

Calculate the Combined Noise Levels for Each of the Following Situations:

16. A Roadway Where the distance in Feet from the NAL to the Near Edge of the Nearest Lane Is 310 Feet, the Distance to the Far Edge of the Farthest Lane Is 358 Feet. There Is A Stop Sign 400 Feet from the NAL. The Gradient Is 1%. The Average Number of Automobiles Is 17,000, the 24 Hour Average Number of Medium Trucks Is 1,500, the 24 Hour Average Number of Heavy Trucks Is 400 Total. The Fraction of Nighttime Traffic Is 20%.

    The Combined Noise Level for This Roadway Is _____.

17. A Site Exposed to Noise from Two Roads. For Roadway Number 1 the Distance in Feet from the NAL to the Near Edge of the Nearest Lane Is 125 Feet, the Distance to the Far Edge of the Farthest Lane Is 233 Feet. There Is A Stop Sign 250 Feet from the NAL. The Gradient Is 3%. The Average Speed for Both Autos and Trucks Is 30 MPH.

    The 24 Hour Average Number of Autos Is 22,000, the 24 Hour Average Number of Medium Trucks Is 2,000. The 24 Hour Average Number of Heavy Trucks Is 950 Total. The Fraction of Nighttime Traffic Is 10%.

    For Roadway Number 2, the Distance to the Near Edge of the Nearest Lane Is 45 Feet, the Distance to the Far Edge of the Farthest Lane Is 93 Feet. There Is A Stop Sign 100 Feet from the NAL and the Gradient Is 1%. The Average Speed for Both Autos and Heavy Trucks Is 30 MPH. The 24 Hour Average Number of Automobiles Is 14,000, for Medium Trucks 700, and for Heavy Trucks 600 Total. The Fraction of Nighttime Traffic Is 20%.

    The Combined Noise Level for This Site Is _____

18. A Site Exposed to Noise from Two Railroads. For Railroad 1, the Distance in Feet from the NAL to the Railway Track Is 150 Feet. There Are 35 Diesel Trains Every 24 Hours, No Electrified Trains. The Fraction of Operations Occurring at Night Is 25%. There Are 3 Diesel Locomotives Per Train and 70 Cars Per Train. The Average Speed Is 30 MPH and the Track Is Bolted. No Whistles Or Horns Are Used.

    For Railroad 2, the Distance in Feet from the NAL to the Railway Track Is 310 Feet. There Are 20 Diesel and 2 Electrified Trains Each 24 Hours. The Fraction of Operations Occurring at Night Is 15%. There Are 2 Locomotives Per Diesel Train and 45 Cars for Each Diesel Train and 15 Cars Per Electrified Train. The Average Train Speed Is 40 MPH and the Track Is Bolted. No Horns Or Whistles Are Used.

    The Combined Noise Level for This Site Is _____.

19. A Site Exposed to Noise from Two Railroads. For Railroad 1, the Distance in Feet from the NAL to the Railway Track Is 75 Feet. There Are 34 Diesel Trains Every 24 Hours, No Electrified Trains. Twenty Percent of the Operations Occur at Night. There Are 5 Locomotives Per Train and 75 Cars Per Train. The Average Train Speed Is 35 MPH and the Track Is Welded. No Horns Or Whistles.

    For Railway 2, the Distance in Feet from the NAL to the Railway Track Is 120 Feet. There Are 12 Diesel Trains in 24 Hours, No Electrified Trains. Twenty-Five Percent of the Operations Occur at Night. There Are 4 Locomotives Per Train and 40 Cars Per Train. The Average Train Speed Is 20 MPH and the Track Is Bolted. No Horns Or Whistles Are Used.

    The Combined Noise Level for This Site Is _____

20. A Site Exposed to Noise from Three Roads. For Road 1, the Distance in Feet from the NAL to the Near Edge of the Nearest Lane Is 100 Feet, to the Far Edge of the Farthest Lane, 208 Feet. There Is No Stop Sign and the Gradient Is 1%. The Average Speed for Autos Is 55 MPH. (There Are No Trucks Allowed On This Road.) The 24 Hour Average Number of Autos Is 40,000. The Fraction of Nighttime Traffic Is 15%.

    For Road 2, the Distance from the NAL to the Near Edge of the Nearest Lane Is 45 Feet, to the Far Edge of the Farthest Lane 75 Feet. There Is A Stop Sign 175 Feet from the NAL and the Road Gradient Is 4%. The average Speed for Both Autos and Trucks Is 40 MPH. The 24 Hour Average Number of Autos Is 15,000, for Medium Trucks 900 and for Heavy Trucks 320 Total. The Fraction of Nighttime Traffic Is 20%.

    For Road 3, the Distance from the NAL to the Near Edge of the Nearest Lane Is 52 Feet, to the Far Edge of the Farthest Lane 92 Feet. There Is A Stop Sign 400 Feet from the NAL and the Gradient Is 1%. The Average Speed for Both Autos and Trucks Is 25 MPH. The 24 Hour Average Number of Autos Is 5,000, for Medium Trucks 1,050 and for Heavy Trucks 175 Total. The Fraction of Nighttime Traffic Is 20%.

    The Combined Noise Level for This Site Is _____.

21. A Site Exposed to Noise from A Railroad. The Distance from the NAL to the Railroad Is 110 Feet. There Are 30 Diesel Trains Every 24 Hours, No Electrified Trains. Twenty Percent of the Operations Occur at Night. There Are 3 Locomotives Per Train and 50 Cars Per Train. The Average Train Speed Is 30 MPH, the Track Is Bolted and There Is A Grade Crossing Where Horns and Whistles Are Used 100 Feet from the NAL.

The Combined Noise Level at This Site Is _____.

Problems 22 Through 24: Barriers - Identifying the Values for H, R, R′, D and D′

Identify the Values for H, R, R′, D and D′ for Each of the Following Barriers:

22.

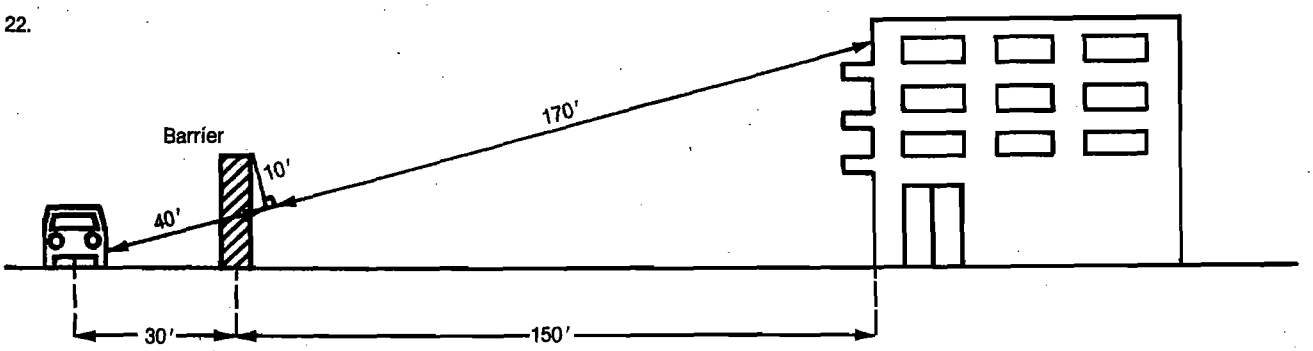

H = _____, R = _____, R′ = _____ D = _____ and D′ = _____

23.

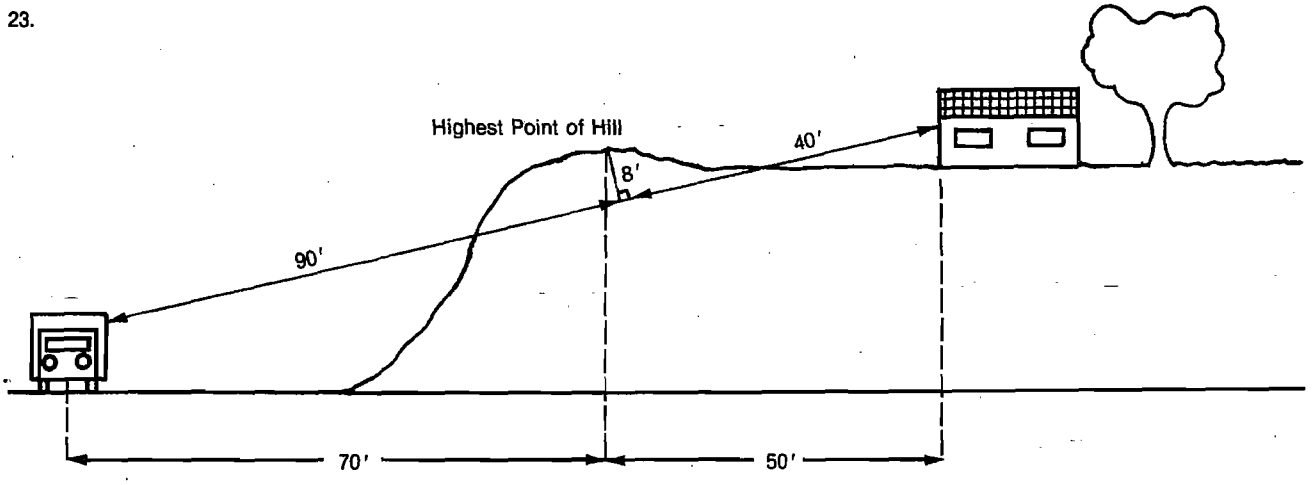

H = _____, R = _____, R′ = _____, D = _____ and D′ = _____

Barrier	40′	10′	170′	90′	70′
Highest Point of Hill	30′	150′		8′ 40′	50′

24.

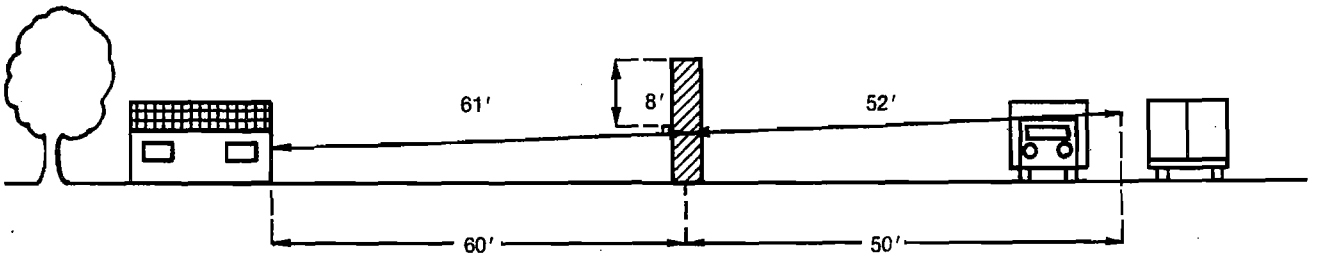

H = _____, R = _____, R′ _____, D = _____ and D′ _____

Problems 25 Through 27: Barrier Calculations Using Workcharts 6 and 7.

Using Workcharts 6 and 7 Only, Calculate the Noise Attenuation Provided by the Barriers Illustrated in Problems 22 Through 24. Additional Data on the Angles Subtended by the Ends of the Barriers and the NAL for Each Location Is Provided.

25. Calculate the Noise Attenuation Provided by the Barrier Described in Problem 22. The Angle Subtended by the Ends of the Barrier and the NAL Is 150 Degrees.

    The Noise Attenuation Provided Is _____ Decibels.

26. Calculate the Noise Attenuation Provided by the Barrier Described in Problem 23. The Angle Subtended by the Ends of the Barrier and the NAL Is 90 Degrees.

    The Noise Attenuation Provided Is _____ Decibels.

27. Calculate the Noise Attenuation Provided by the Barrier Described in Problem 24. The Angle Subtended by the Ends of the Barrier and the NAL Is 130 Degrees.

    The Noise Attenuation Provided Is _____ Decibels.

Problems 28 Through 30: Barrier Calculations Using Workcharts 5, 6 and 7

Calculate the Attenuation Provided By the Barriers in the Following Situations. Use Workcharts 5, 6 and 7.

28. A Two Story Building Is Exposed to Noise Levels of 68 LDN from Automobiles. The Barrier Is 15 Feet High and Is Located 40 Feet from the Source and 20 Feet from the Building. The Source, Barrier, and Building Are All On Level Ground. The Angle Subtended by the Ends of the Barrier and the Noise Assessment Location Is 110 Degrees.

    The Noise Attenuation Provided by This Barrier Is _____ Decibels.

    Is This Sufficient? _____

29. A Three Story Building Is Exposed to A Noise Level of 72 LDN from Diesel Locomotives and 60 LDN from Railroad Cars. The Barrier Is 12 Feet High and Is Located 40 Feet from the Source and 85 Feet from the Building. The Barrier and the Building Are on the Same Level, But the Track Is Depressed 25 Feet. The Angle Subtended by the Ends Of the Barrier and the NAL Is 120 Degrees.

    The Noise Attenuation Provided by This Barrier Is _____ Decibels.

    Is This Sufficient? _____

30. A Three Story Building Is Exposed to Noise Levels of 67 LDN from Automobiles and 71 LDN from Trucks. The Barrier Is 16 Feet High and Is Located 36 Feet from the Source and 56 Feet from the Building. The Source, the Barrier and the Building Are All At the Same Level. The Angle Subtended by the Barrier Ends and the NAL Is 130 Degrees.

    The Noise Attenuation Provided by This Barrier Is _____ Decibels.

    Is This Sufficient? _____

Noise Assessment Guidelines Workbook
Answers

Problem

1. 68 LDN (67-61 = 6, Add 1dB (From Table) to 67 = 68 LDN)
2. 66 LDN (63-63 = 0, Add 3dB (From Table) to 63 = 66 LDN)
3. 69 LDN (69-51 = 0, Add 0dB to 69 = 69 LDN)
4. 67 LDN (65-62 = 3, Add 1.8dB to 65, Round Off to Nearest Whole Number, 66.8 = 67 LDN)
5. 73 LDN (72-65 = 5, Add 1.2 = 73.2 = 73 LDN)
6. 72 LDN (63-59 = 4, Add 1.5 = 64.5, 71-64.5 = 6.5
Interpolate From Table: 6 = 1.0, 7 = .8
6.5 = .9) 71 + .9 = 71.9 = 72 LDN)

7. 76 LDN (67-61 = 6, Add 1.0 = 68, 72-68 = 4, Add 1.5 = 73.5, 73.5-73 = .5, Interpolate From Table, Add 2.75 = 76.25 = 76 LDN)

8. 49 Feet (76 + 22 = 98 – 2 = 49)
9. 72 Feet (84 + 60 = 144 – 2 = 72)

10. Adjustment Factors Needed: Speed and Night-Time Percentage

    Value of Factors: Speed = Autos .30
    Trucks .81
    Nighttime
    Percentage .81

    Note—You Must Have Different Speed Adjustments for Autos and Trucks.

11. Adjustment Factors Needed: Speed and Stop and Go Traffic
    Value of Factors: Speed .67
    Stop and Go .70

12. Adjustment Factors Needed: Gradient, Speed and Nighttime Percentage

    Value of Factors: Gradient 1.4
    Speed = Autos .30
    Trucks .81
    Nighttime
    Percentage .81

13. Adjustment Factors Needed: Nighttime Percentage, Speed, Bolted Track

    Value of Factors: Nighttime
    Percentage 1.57
    Speed = Engines .75
    Cars 1.78
    Bolted Track 4

    Note—You Must Have Different Speed Adjustments for Engines and Cars.

14. Adjustment Factors Needed: Nighttime Percentage and Speed

    Value of Factors: Nighttime
    Percentage .62
    Speed = Engines 3.0
    Cars .11

15. Adjustment Factors Needed: Nighttime Percentage and Bolted Track

    Value of Factors: Nighttime
    Percentage 1.19
    Bolted Track 4

16. Combined Noise Level = 62 LDN (If Your Answer Is Plus or Minus 1dB Its OK - Between Rounding Off and the Large Scale on the Nomographs, That's Close Enough)

Worksheet C
Roadway Noise — **Page 1** — **Noise Assessment Guidelines**

List all major roads within 1000 ft of the site:

1. _____
2. _____
3. _____
4. _____

Necessary Information	Road 1	Road 2	Road 3	Road 4
1. Distance in feet from the NAL to the edge of the road				
a. nearest lane	310			
b. farthest lane	358			
c. average (effective distance)	334			
2. Distance to stop sign	400			
3. Road gradient in percent	1%			
4. Average speed in mph				
a. Automobiles	40			
b. heavy trucks - uphill	40			
c. heavy trucks - downhill	40			
5. 24 hour average number of automobiles and medium trucks in both directions (ADT)				
a. automobiles	17000			
b. medium trucks	1500			
c. effective ADT (a + (10xb))	32000			
6. 24 hour average number of heavy trucks				
a. uphill	200			
b. downhill	200			
c. total	400			
7. Fraction of nighttime traffic (10:00 p.m. to 7: a.m.)	20%			
8. Traffic projected for what year?	—			

Worksheet C
Roadway Noise — **Page 2** — **Noise Assessment Guidelines**

Adjustments for Automobile Traffic

	9 Stop and-go Table 3	10 Average Speed Table 4	11 Night-Time Table 5	12 Auto ADT (line 5c)	13 Adjusted Auto ADT	14 DNL (Workchart 1)	15 Barrier Attenuation	16 Partial DNL
Road No. 1	.70	x .53	x 1.19	x 32000	.14128	57	- 0	= 57
Road No. 2		x	x	x	=		-	=
Road No. 3		x	x	x	=		-	=
Road No. 4		x	x	x	=		-	=

Adjustments for Heavy Truck Traffic

	17 Gradient Table 6	18 Average Speed Table 7	19 Truck ADT 2	20	21	22 Stop and-go Table 8	23 Night-Time Table 5	24 Adjusted Truck ADT	25 DNL (Work chart 2)	26 Barrier Atn.	27 Partial DNL
Road No. 1 Uphill	—	x .81	x 200	= 162							
Road No. 1					Add	324	x 1.8	x 1.19	= 694	60 - 0	= 60
Road No. 1 Downhill		.81	x 200	= 162							
Road No. 2 Uphill		x	x	=							
Road No. 2					Add		x	x	=	-	=
Road No. 2 Downhill			x	=							
Road No. 3 Uphill		x	x	=							
Road No. 3					Add		x	x	=	-	=
Road No. 3 Downhill			x	=							
Road No. 4 Uphill		x	x	=							
Road No. 4					Add		x	x	=	-	=
Road No. 4 Downhill			x	=							

Combined Automobile & Heavy Truck DNL

Road No. 1 62 Road No. 2 _____ Road No. 3 _____ Road No. 4 _____ Total DNL for All Roads 62

Signature _____ Date _____

Workchart 1
Autos (55 mph)

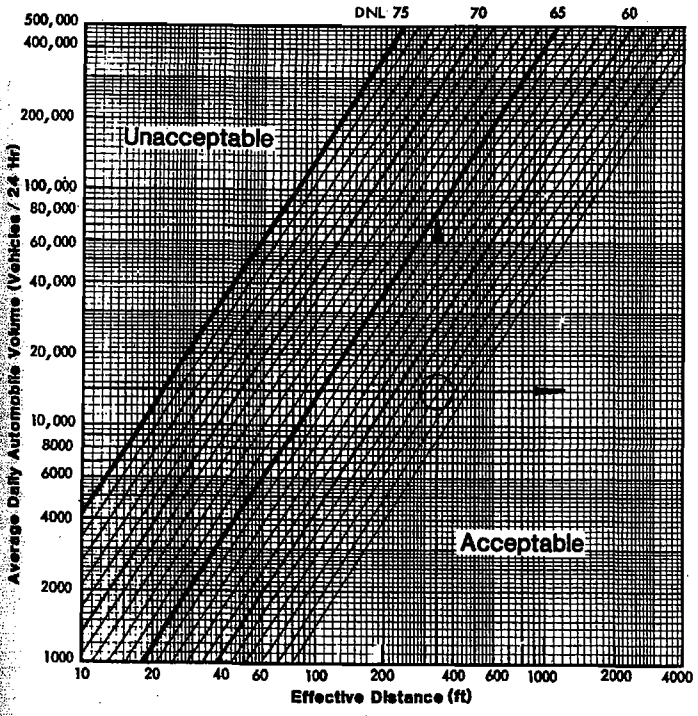

Workchart 2
Heavy Trucks (55 mph)

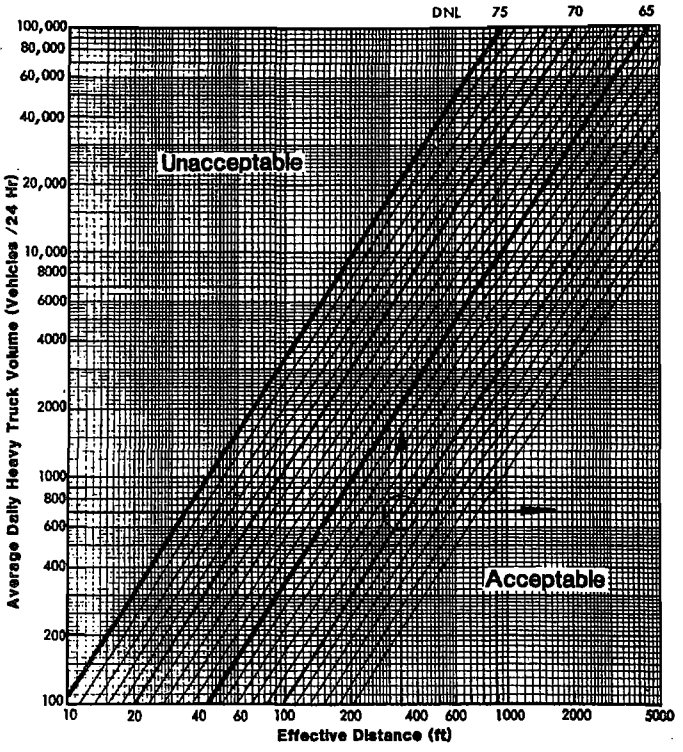

17. Combined Noise Level = 74 LDN (+ OR – 1 dB)

Worksheet C
Roadway Noise — **Page 1** — **Noise Assessment Guidelines**

List all major roads within 1000 ft of the site:

1. _____
2. _____
3. _____
4. _____

Necessary Information	Road 1	Road 2	Road 3	Road 4
1. Distance in feet from the NAL to the edge of the road				
a. nearest lane	125	45		
b. farthest lane	233	93		
c. average (effective distance)	179	69		
2. Distance to stop sign	250	100		
3. Road gradient in percent	3%	1%		
4. Average speed in mph				
a. Automobiles	30	30		
b. heavy trucks - uphill	30	30		
c. heavy trucks - downhill	30	30		
5. 24 hour average number of automobiles and medium trucks in both directions (ADT)				
a. automobiles	22000	14000		
b. medium trucks	2000	700		
c. effective ADT (a + (10xb))	42000	21000		
6. 24 hour average number of heavy trucks				
a. uphill	475	300		
b. downhill	475	300		
c. total	950	600		
7. Fraction of nighttime traffic (10:00 p.m. to 7:a.m.)	10%	20%		
8. Traffic projected for what year?	–	–		

Worksheet C
Roadway Noise — **Page 2** — **Noise Assessment Guidelines**

Adjustments for Automobile Traffic

	9 Stop and-go Table 3	10 Average Speed Table 4	11 Night-Time Table 5	12 Auto ADT (line 5c)	13 Adjusted Auto ADT	14 DNL (Workchart 1)	15 Barrier Attenuation	16 Partial DNL
Road No. 1	.48	x .30	x .81	x 42000	= 4899	57	- 0	= 57
Road No. 2	.25	x .30	x 1.19	x 21000	= 1874	59	- 0	= 59
Road No. 3		x	x	x	=		-	=
Road No. 4		x	x	x	=		-	=

Adjustments for Heavy Truck Traffic

	17 Gradient Table 6	18 Average Speed Table 7	19 Truck ADT ÷ 2	20	21	22 Stop and-go Table 8	23 Night-Time Table 5	24 Adjusted Truck ADT	25 DNL (Work chart 2)	26 Barrier Atn.	27 Partial DNL
Road No. 1 Uphill	1.7	x .81	x 475	= 654							
Road No. 1					Add 1039	x 1.8	x .81	= 1515	68	- 0	= 68
Road No. 1 Downhill	.81	x 475	= 385								
Road No. 2 Uphill	–	x .81	x 300	= 243							
Road No. 2					Add 486	x 1.8	x 1.19	= 1041	72	- 0	= 72
Road No. 2 Downhill	.81	x 300	= 243								
Road No. 3 Uphill		x	x	=							
Road No. 3					Add	x	x	=		-	=
Road No. 3 Downhill		x	=								
Road No. 4 Uphill		x	x	=							
Road No. 4					Add	x	x	=		-	=
Road No. 4 Downhill		x	=								

Combined Automobile & Heavy Truck DNL

Road No. 1 68 Road No. 2 72 Road No. 3 _____ Road No. 4 _____ Total DNL for All Roads 74

Signature _____ Date _____

Workchart 1
Autos (55 mph)

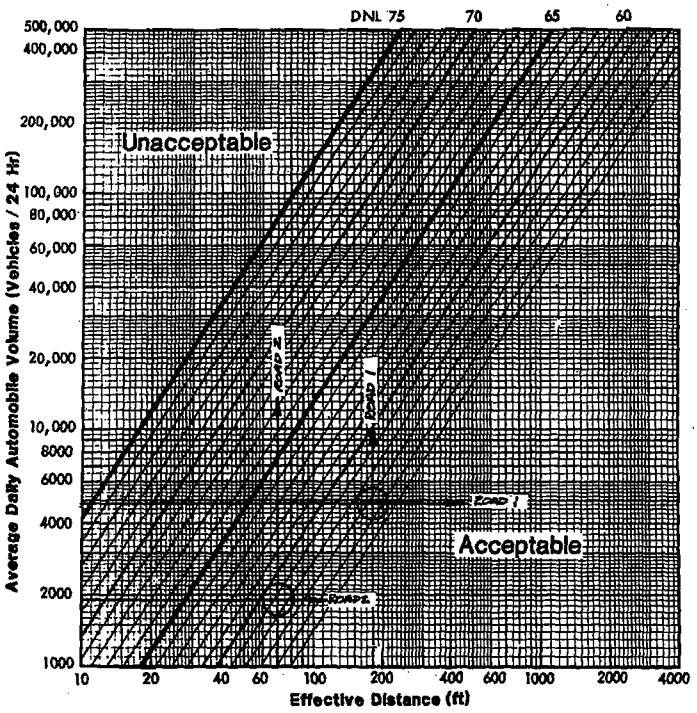

Workchart 2
Heavy Trucks (55 mph)

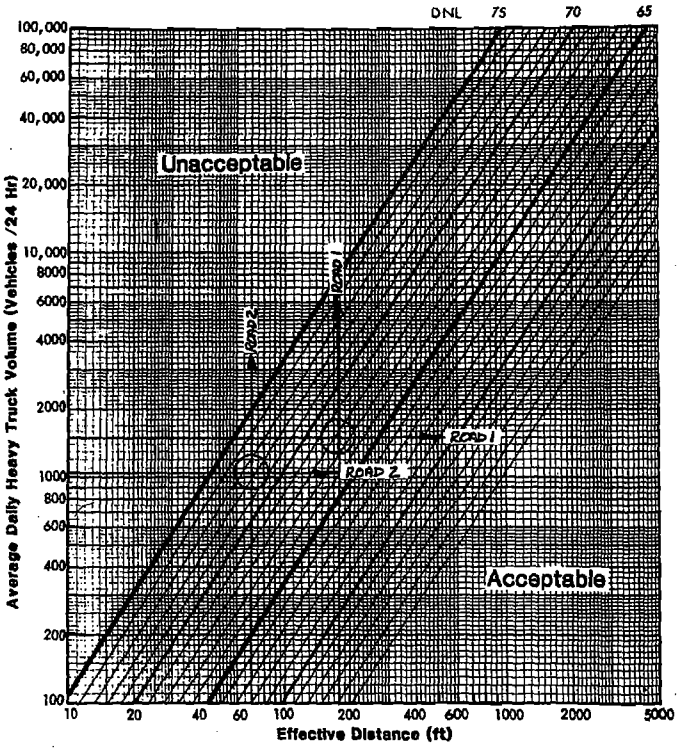

Item No. E.2

MV00179752

18. Combined Noise Level = 71 LDN

Note—In Order to Complete Column 18 for Railway #2 You Must Find the Average Number of Cars Per Train. Multiply the Number of Diesel Trains Times the Number of Cars Per Train (20 × 45 = 900). Multiply the Number of Electrified Trains Times the Number of Cars Per Train (2 × 15 = 30). Add the Two Totals Together and Divide By the Total Number of Trains (900 + 30 = 930 – 22 = 42).

Worksheet D
Railway Noise

Page 2

Noise Assessment Guidelines

Adjustments for Diesel Locomotives

	9 No. of Locomotives / 2	10 Average Speed Table 9	11 Horns (enter 10)	12 Night-time Table 5	13 No. of Trains (line 2a)	14 Adj. No. of Opns.	15 DNL Workchart 3	16 Barrier Attn.	17 Partial DNL
Railway No. 1	1.5	1.0	–	1.38	35	72	70	0	72
Railway No. 2	1	.75	–	1.0	20	15	58	0	58
Railway No. 3									

Adjustments for Railway Cars or Rapid Transit Trains

	18 Number of cars / 50	19 Average Speed Table 10	20 Bolted Rails (enter 4)	21 Night-time Table 5	22 No. of Trains (Line 2a or 2b)	23 Adj. No. of Opns.	24 DNL Work-chart 4	25 Barrier Attn.	26 Partial DNL
Railway No. 1	1.4	1.0	4	1.38	35	270	64	0	64
Railway No. 2	.84	1.78	4	1.38	22	182	57	0	57
Railway No. 3									

Combined Locomotive and Railway Car DNL

Railway No. 1 71 Railway No. 2 61 Railway No. 3 71 Total DNL for all Railways

Signature _____ Date _____

19. Combined Noise Level = 76 LDN

Worksheet D
Railway Noise

Page 2

Noise Assessment Guidelines

Adjustments for Diesel Locomotives

	9 No. of Locomotives / 2	10 Average Speed Table 9	11 Horns (enter 10)	12 Night-time Table 5	13 No. of Trains (line 2a)	14 Adj. No. of Opns.	15 DNL Workchart 3	16 Barrier Attn.	17 Partial DNL
Railway No. 1	2.5	.88	–	1.19	34	89	75	0	75
Railway No. 2	2	1.50	–	1.38	12	50	70	0	70
Railway No. 3									

Adjustments for Railway Cars or Rapid Transit Trains

	18 Number of cars / 50	19 Average Speed Table 10	20 Bolted Rails (enter 4)	21 Night-time Table 5	22 No. of Trains (Line 2a or 2b)	23 Adj. No. of Opns.	24 DNL Work-chart 4	25 Barrier Attn.	26 Partial DNL
Railway No. 1	1.5	1.39	–	1.19	34	84	63	0	63
Railway No. 2	.80	.44	4	1.38	12	23	55	0	55
Railway No. 3									

Combined Locomotive and Railway Car DNL

Railway No. 1 75 Railway No. 2 70 Railway No. 3 _____ Total DNL for all Railways 76

Signature _____ Date _____

20. Combined Noise Level = 75 LDN

Worksheet C
Roadway Noise

Page 1

Noise Assessment Guidelines

List all major roads within 1000 ft of the site:

1. _____
2. _____
3. _____
4. _____

Necessary Information	Road 1	Road 2	Road 3	Road 4
1. Distance in feet from the NAL to the edge of the road				
a. nearest lane	100	45	52	
b. farthest lane	208	75	92	
c. average (effective distance)	154	60	72	
2. Distance to stop sign	–	175	400	
3. Road gradient in percent	1%	4%	1%	
4. Average speed in mph				
a. Automobiles	55	40	25	
b. heavy trucks - uphill	55	40	25	
c. heavy trucks - downhill	55	40	25	
5. 24 hour average number of automobiles and medium trucks in both directions (ADT)				
a. automobiles	40000	15000	5000	
b. medium trucks	–	900	1050	
c. effective ADT (a + (10xb))	40000	24000	15500	
6. 24 hour average number of heavy trucks				
a. uphill	–	160	87	
b. downhill	–	160	88	
c. total	–	320	175	
7. Fraction of nighttime traffic (10:00 p.m. to 7: a.m.)	15%	20%	20%	
8. Traffic projected for what year?	–	–	–	

Worksheet C
Roadway Noise

Page 2

Noise Assessment Guidelines

Adjustments for Automobile Traffic

	9 Stop and-go Table 3	10 Average Speed Table 4	11 Night-Time Table 5	12 Auto ADT (line 5c)	13 Adjusted Auto ADT	14 DNL (Workchart 1)	15 Barrier Attenuation	16 Partial DNL
Road No. 1	0	x 1.0	x 1.0	x 40000	= 40000	67	- 0	= 67
Road No. 2	.36	x .53	x 1.19	x 24000	= 5450	65	- 0	= 65
Road No. 3	.70	x .21	x 1.19	x 15500	= 2711	60	- 0	= 60
Road No. 4		x	x	x	=		-	=

Adjustments for Heavy Truck Traffic

	17 Gradient Table 6	18 Average Speed Table 7	19 Truck ADT 2	20	21	22 Stop and-go Table 8	23 Night-Time Table 5	24 Adjusted Truck ADT	25 DNL (Work chart 2)	26 Barrier Atn.	27 Partial DNL
Road No. 1 Uphill	–	x –	x –	= –							
Road No. 1					Add –	x –	x –	= –	–	–	= –
Road No. 1 Downhill		–	x –	= –							
Road No. 2 Uphill	2.0	x .81	x 160	= 259							
Road No. 2					Add 389	x 1.8	x 1.19	= 833	72	- 0	= 72
Road No. 2 Downhill		.81	x 160	= 130							
Road No. 3 Uphill	1.0	x .81	x 87	= 70							
Road No. 3					Add 141	x 1.8	x 1.19	= 303	67	- 0	= 67
Road No. 3 Downhill		.81	x 88	= 71							
Road No. 4 Uphill		x	x	=							
Road No. 4					Add	x	x	=			=
Road No. 4 Downhill			x	=							

Combined Automobile & Heavy Truck DNL

Road No. 1 67 Road No. 2 73 Road No. 3 68 Road No. 4 _____ Total DNL for All Roads 75

Signature _____ Date _____

21. Combined Noise Level = 81 LDN

To Solve This Problem You Must Add Some More Lines to the Workchart for Engines Because the Workchart as Set up Does Not Go High Enough. There Are A Variety of Ways to Do This But One of the Easiest Is to Take A Piece of Blank Paper (A 3 x 5 Card Does Very Well) Place the Edge of the Paper Along Either the Top Or Bottom Edge of the Workchart and Mark Where the LDN Lines Fall Along the Edge of the Blank Paper. Then Once You Have Drawn Your Distance and Operations Lines on the Work Chart, You Take Your Paper with the Line Markings and Lay It along the Line for Adjusted Operations with the Mark Farthest to the Right Lined up with the 75 LDN Line. Now Just Count over until You Reach the Intersection of the Operations and Distance Lines.

Worksheet D
Railway Noise

Page 2

Noise Assessment Guidelines

Adjustments for Diesel Locomotives

	9 No. of Locomotives / 2	10 Average Speed Table 9	11 Horns (enter 10)	12 Night-time Table 5	13 No. of Trains (line 2a)	14 Adj. No. of Opns.	15 DNL Workchart 3	16 Barrier Atn.	17 Partial DNL
Railway No. 1	1.5	1.0	10	1.19	30	535	81	0	81
Railway No. 2									
Railway No. 3									

Adjustments for Railway Cars or Rapid Transit Trains

	18 Number of cars / 60	19 Average Speed Table 10	20 Bolted Rails (enter 4)	21 Night-time Table 5	22 No. of Trains (Line 2a or 2b)	23 Adj. No. of Opns.	24 DNL Work-chart 4	25 Barrier Atn.	26 Partial DNL
Railway No. 1	1.0	1.0	4	1.19	30	143	63	0	63
Railway No. 2									
Railway No. 3									

Combined Locomotive and Railway Car DNL

Railway No. 1 81 Railway No. 2 _____ Railway No. 3 _____ Total DNL for all Railways 81

Signature _____ Date _____

Workchart 3
Railroads - Diesel Locomotives

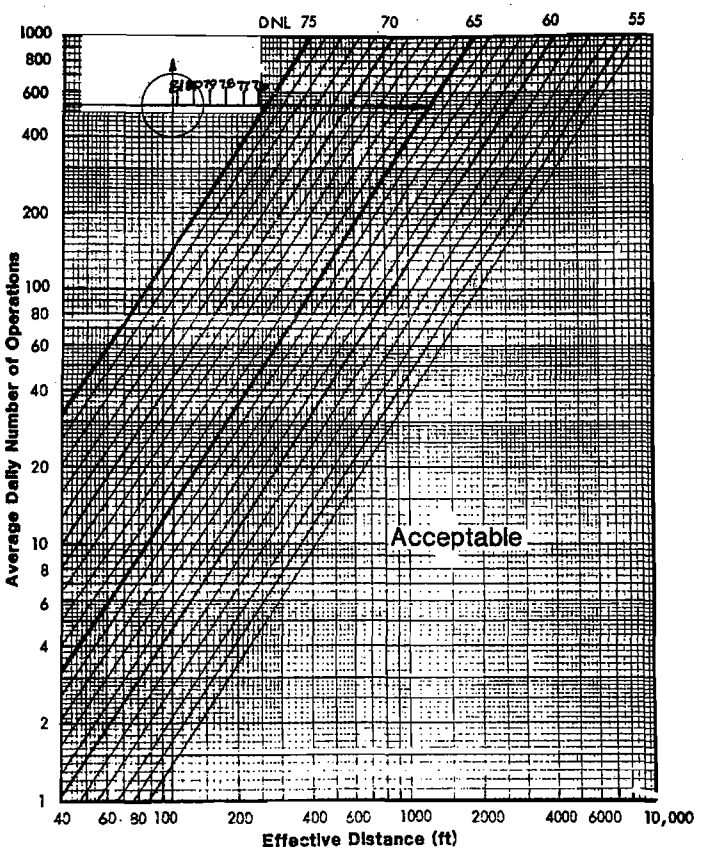

Workchart 4
Railroads - Cars and Rapid Transit

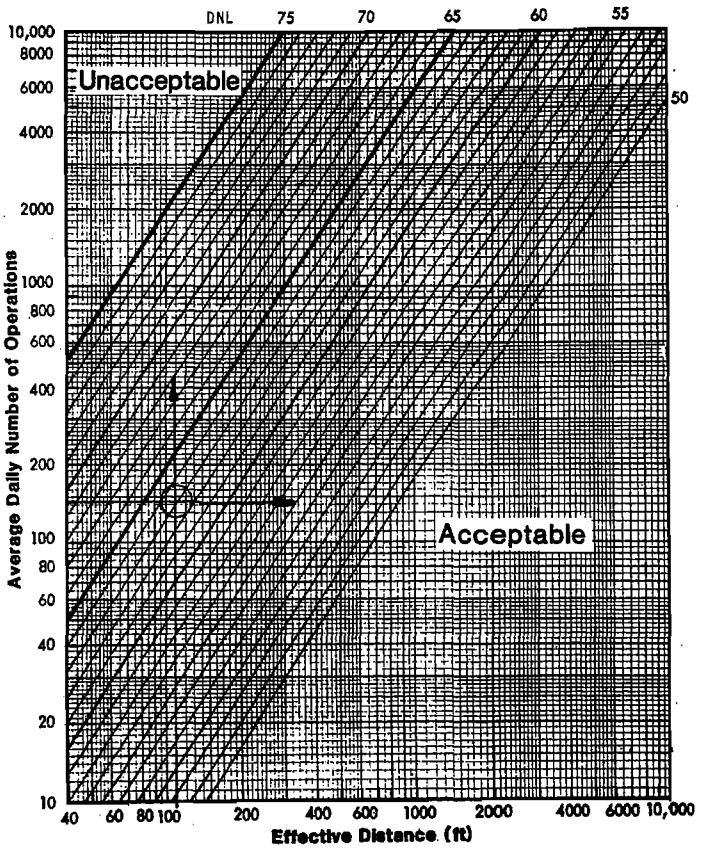

22. H = 10 Feet, R = 40 Feet, R′ = 30 Feet, D = 170 Feet, D′ = 150 Feet

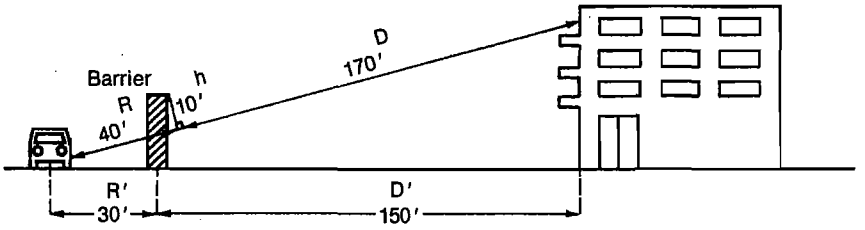

23. H = 8 Feet, R = 90 Feet, R′ = 70 Feet, D = 40 Feet, D′ = 50 Feet

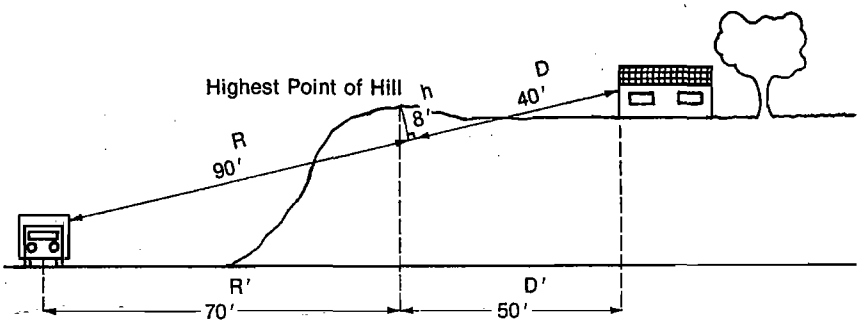

Note—The Line of Sight Line Starts Above the Road Level Because of the Trucks.

24. H = 8 Feet, R = 52 Feet, R′ = 50 Feet, D = 61 Feet, D′ = 60 Feet

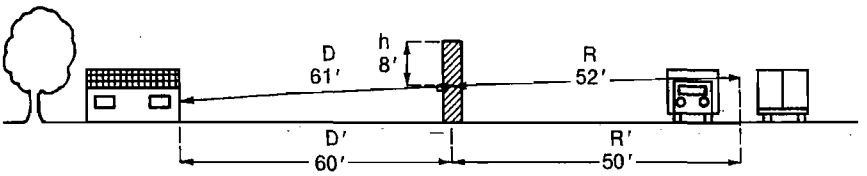

25. The Noise Attenuation Provided Is 7 Decibels

Workchart 6
Noise Barrier

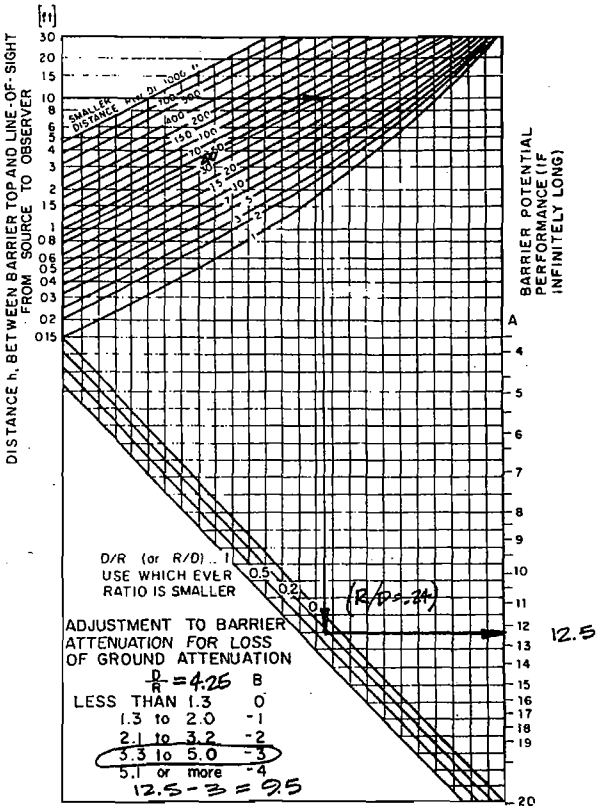

Workchart 7

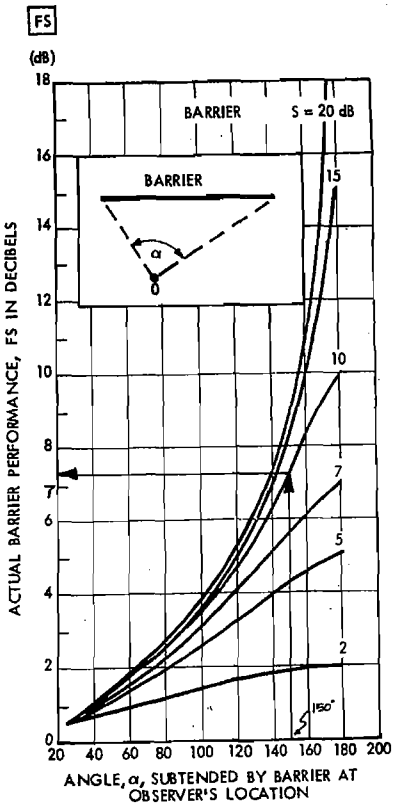

Correction to be applied to barrier potential in order to find the actual performance of the barrier of the same construction but of finite length.

MV00179757

26. The Noise Attenuation Provided Is 3 Decibels

Note—When the Curves ARe So Close Together Don't Worry About Extrapolating.
In This Case You Couldn't Anyway, the 15 dB and 10 dB Curves Have Merged.

Workchart 6
Noise Barrier

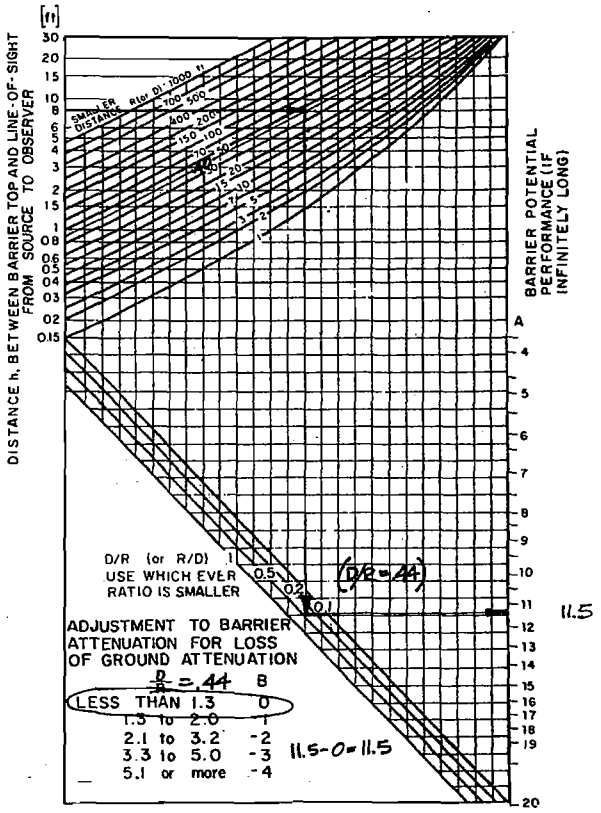

Workchart 7

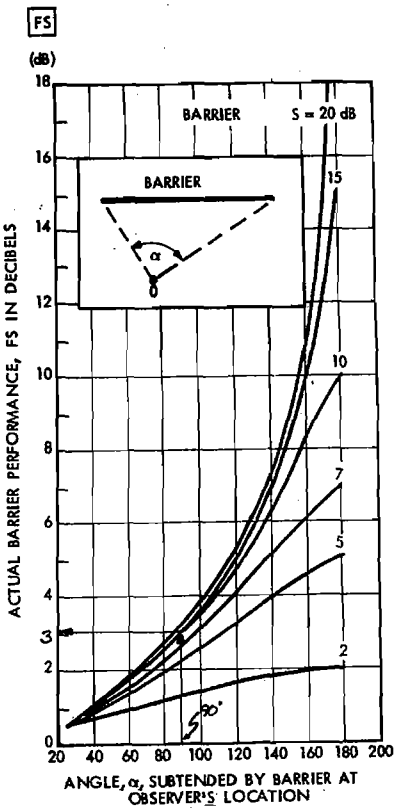

Correction to be applied to barrier potential in order to find the actual performance of the barrier of the same construction but of finite length.

27. The Noise Attenuation Provided Is 6 Decibels (5.5 Rounded Up)

Note—Again You Have Problems With Extrapolating—Don't Worry About Being Too Precise.

Workchart 6
Noise Barrier

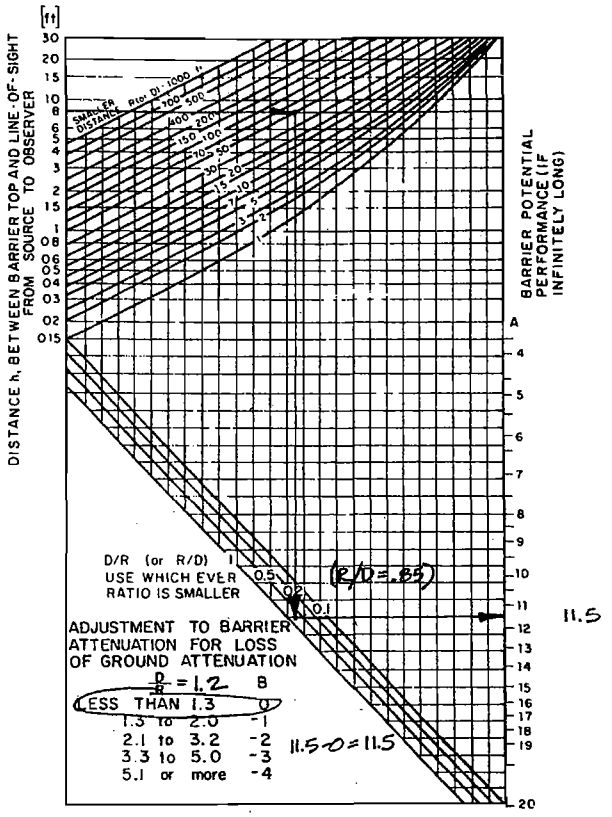

Workchart 7

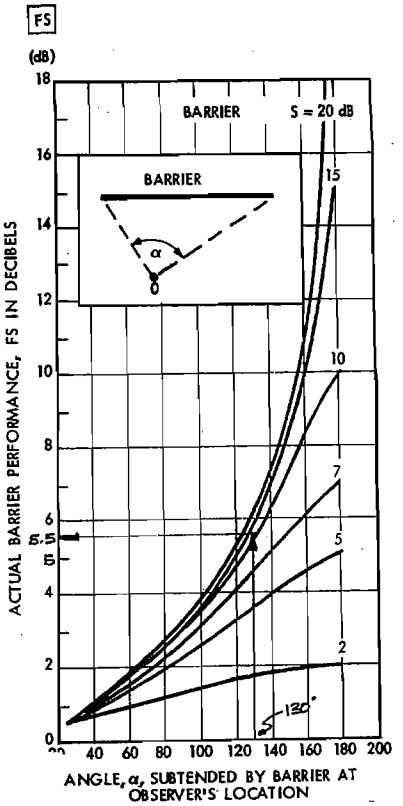

Correction to be applied to barrier potential in order to find the actual performance of the barrier of the same construction but of finite length.

28. The Noise Attenuation Provided by This Barrier Is 4 dB. This Is Sufficient

Note—Don't Forget That the Height of the observor Is 5′ Less Than the Total Height of the Building and the Height of the Building Is 10 Feet Times the Number of Stories. And Did You Remember to Make the Adjustment for Ground Attenuation Loss.

Workchart 5
Noise Barrier
To find R, D and h from Site Elevations and Distances

Enter the values for:

H= 15 R'= 40
S= 0 D'= 20
O= 15

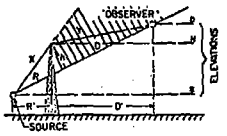

Fill out the following worksheet (all quantities are in feet):

1. *Elevation of barrier top minus elevation of source*	[H 15] − [S 0]	= [1 15]		
2. Elevation of observer minus elevation of source	[O 15] − [S 0]	= [2 15]		
3. Map distance between source and observer (R' + D')		[3 60]		
4. Map distance between barrier and source (R')		[4 40]		
5. Line 2 divided by line 3	[2 15] ÷ [3 60]	= [5 .25]		
6. Square the quantity on line 5 (i.e., multiply it by itself); always positive	[5 .25] × [5 .25]	= [6 .0625]		
7. 40% of line 6	[0.4] × [6 .0625]	= [7 .025]		
8. *One minus line 7*	[1.0] − [7 .025]	= [8 .975]		
9. Line 5 times line 4 (will be negative if line 2 is negative)	[5 .25] × [4 40]	= [9 10]		
10. *Line 1 minus line 9*	[1 15] − [9 10]	= [10 5]		
11. Line 10 times line 8	[10 5] × [8 .975]	= [11 4.9]	= h	
12. Line 5 times line 10	[5 .25] × [10 5]	= [12 1.25]		
13. Line 4 divided by line 8	[4 40] ÷ [8 .975]	= [13 41]		
14. Line 13 plus line 12	[13 41] + [12 1.25]	= [14 42]	= R	
15. Line 3 minus line 4	[3 60] − [4 40]	= [15 20]		
16. Line 15 divided by line 8	[15 20] ÷ [8 .975]	= [16 20.5]		
17. *Line 16 minus line 12*	[16 20.5] − [12 1.25]	= [17 19]	= D	

[Note: the value on line 2 may be negative, in which case so will the values on lines 5,9, and 12; line 1 may also be negative. Remember, then, in lines 10, 14, and 17, that adding a negative number is the same as subtracting: x + (−y) = x−y. And subtracting a negative number is like adding: X-(−y) = x+y.]

Round off R and D to nearest integer, h to one decimal place.

Workchart 6
Noise Barrier

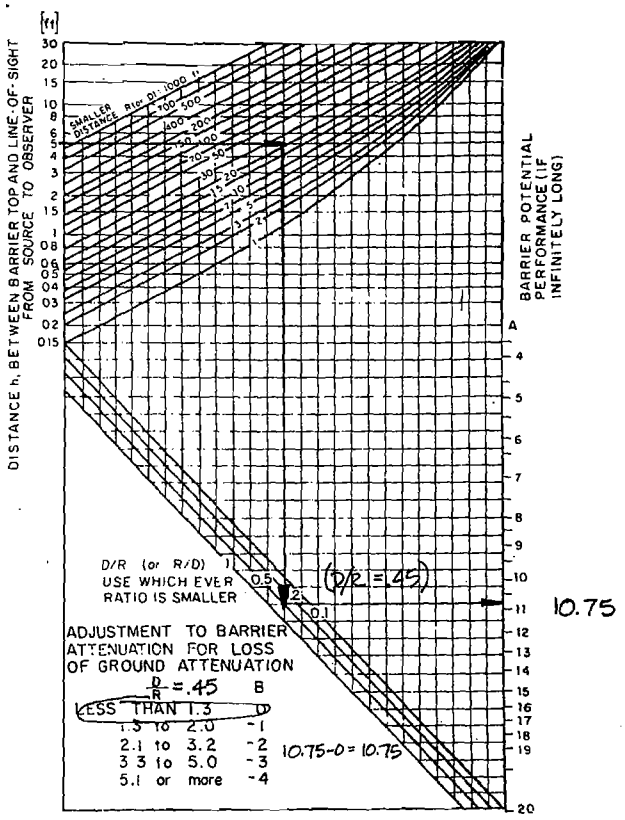

Workchart 7

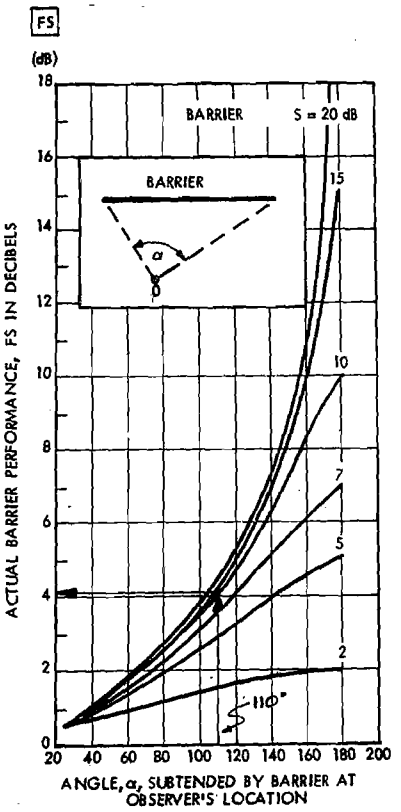

Correction to be applied to barrier potential in order to find the actual performance of the barrier of the same construction but of finite length.

Item No. E.2

MV00179760

29. The Noise Attenuation Provided by This Barrier Is Approximately 5 dB for Both the Engines and the Railroad Cars.

This Is Not Sufficient.

Note—You Were Supposed to Calculate Attenuation for Diesel Engines and Cars Separately Because the Source Heights Are Different. The Value of S for the Engines Should Have Been −10 and the Value of S for the Railroad Cars Should Have Been −25.

Workchart 5
Noise Barrier

To find R, D and h from Site Elevations and Distances

Fill out the following worksheet (all quantities are in feet):

Enter the values for:

H= 12 R'= 40

S= −10 D'= 85

O= 25

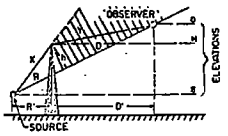

1. Elevation of barrier top minus elevation of source	[H 12] − [S −10]	= [1 22]		
2. Elevation of observer minus elevation of source	[O 25] − [S −10]	= [2 35]		
3. Map distance between source and observer (R' + D')		[3 125]		
4. Map distance between barrier and source (R')		[4 40]		
5. Line 2 divided by line 3	[2 35] ÷ [3 125]	= [5 .28]		
6. Square the quantity on line 5 (i.e., multiply it by itself); always positive	[5 .28] × [5 .28]	= [6 .08]		
7. 40% of line 6	[0.4] × [6 .08]	= [7 .03]		
8. One minus line 7	[1.0] − [7 .03]	= [8 .97]		
9. Line 5 times line 4 (will be negative if line 2 is negative)	[5 .28] × [4 40]	= [9 11.2]		
10. Line 1 minus line 9	[1 22] − [9 11.2]	= [10 10.8]		
11. Line 10 times line 8	[10 10.8] × [8 .97]	= [11 10.5]	= h	
12. Line 5 times line 10	[5 .28] × [10 10.8]	= [12 3]		
13. Line 4 divided by line 8	[4 40] ÷ [8 .97]	= [13 41]		
14. Line 13 plus line 12	[13 41] + [12 3]	= [14 44]	= R	
15. Line 3 minus line 4	[3 125] − [4 40]	= [15 85]		
16. Line 15 divided by line 8	[15 85] ÷ [8 .97]	= [16 88]		
17. Line 16 minus line 12	[16 88] − [12 3]	= [17 85]	= D	

[Note: the value on line 2 may be negative, in which case so will the values on lines 5,9, and 12; line 1 may also be negative. Remember, then, in lines 10, 14, and 17, that adding a negative number is the same as subtracting: x + (−y) = x−y. And subtracting a negative number is like adding: X−(−y) = x+y.]

Round off R and D to nearest integer, h to one decimal place.

Workchart 6
Noise Barrier

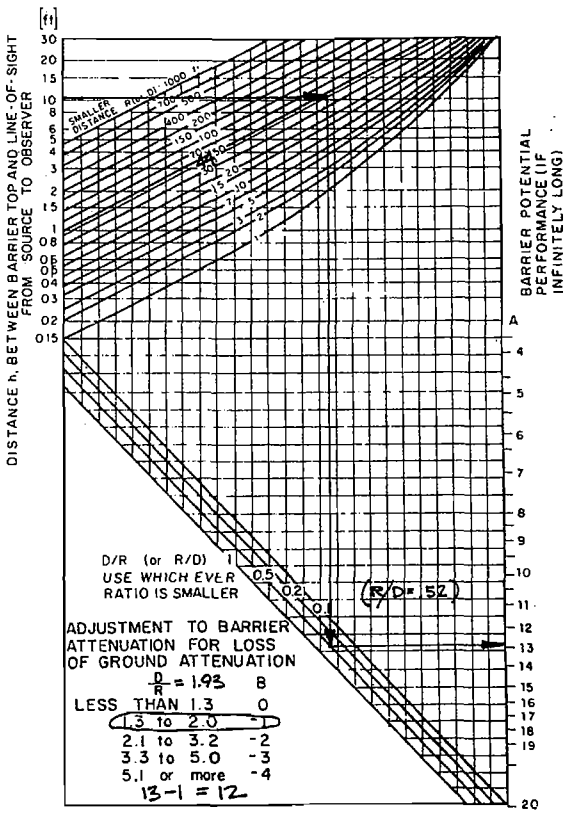

Workchart 7

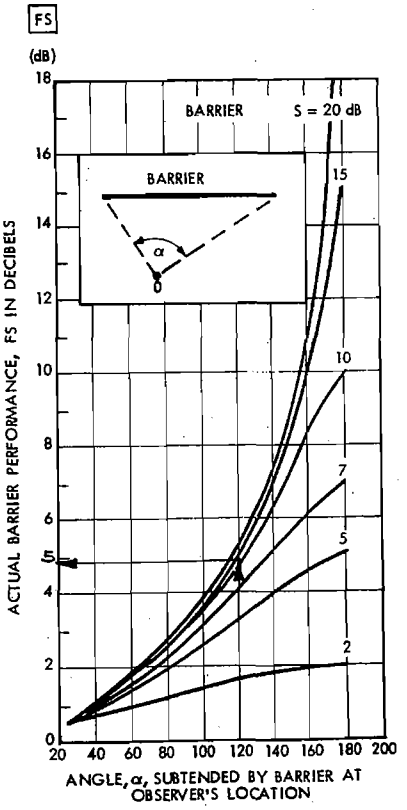

Correction to be applied to barrier potential in order to find the actual performance of the barrier of the same construction but of finite length.

Workchart 5
Noise Barrier
To find R, D and h from Site Elevations and Distances

Enter the values for:

H= 12 R'= 40

S= -25 D'= 85

O= 25

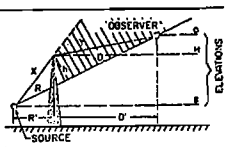

Fill out the following worksheet (all quantities are in feet):

1. Elevation of barrier top minus elevation of source	[H 12]	− [S −25]	= [1 37]	
2. Elevation of observer minus elevation of source	[O 25]	− [S −25]	= [2 50]	
3. Map distance between source and observer (R' + D')			[3 125]	
4. Map distance between barrier and source (R')			[4 40]	
5. Line 2 divided by line 3	[2 50]	÷ [3 125]	= [5 .4]	
6. Square the quantity on line 5 (i.e., multiply it by itself): always positive	[5 .4]	× [5 .4]	= [6 .16]	
7. 40% of line 6	[0.4]	× [6 .16]	= [7 .06]	
8. One minus line 7	[1.0]	− [7 .06]	= [8 .94]	
9. Line 5 times line 4 (will be negative if line 2 is negative)	[5 .4]	× [4 40]	= [9 16]	
10. Line 1 minus line 9	[1 37]	− [9 16]	= [10 21]	
11. Line 10 times line 8	[10 21]	× [8 .94]	= [11 19.7]	= h
12. Line 5 times line 10	[5 .4]	× [10 21]	= [12 8.4]	
13. Line 4 divided by line 8	[4 40]	÷ [8 .94]	= [13 42.6]	
14. Line 13 plus line 12	[13 42.6]	+ [12 8.4]	= [14 51]	= R
15. Line 3 minus line 4	[3 125]	− [4 40]	= [15 85]	
16. Line 15 divided by line 6	[15 85]	÷ [8 .94]	= [16 90.4]	
17. Line 16 minus line 12	[16 90.4]	− [12 8.4]	= [17 82]	= D

[Note: the value on line 2 may be negative, in which case so will the values on lines 5,9, and 12; line 1 may also be negative. Remember, then, in lines 10, 14, and 17, that adding a negative number is the same as subtracting: x + (-y) = x-y. And subtracting a negative number is like adding: X-(-y)=x+y.]

Round off R and D to nearest integer, h to one decimal place.

Workchart 6
Noise Barrier

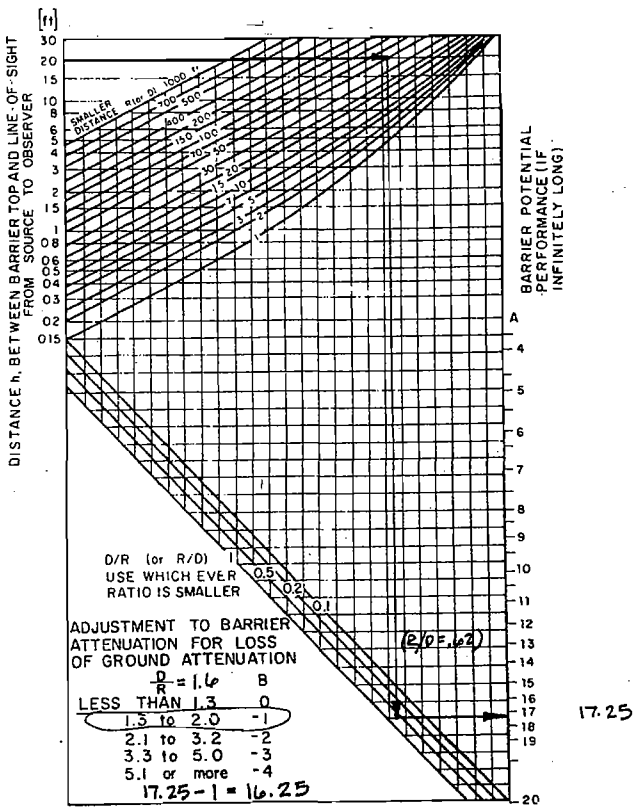

Workchart 7

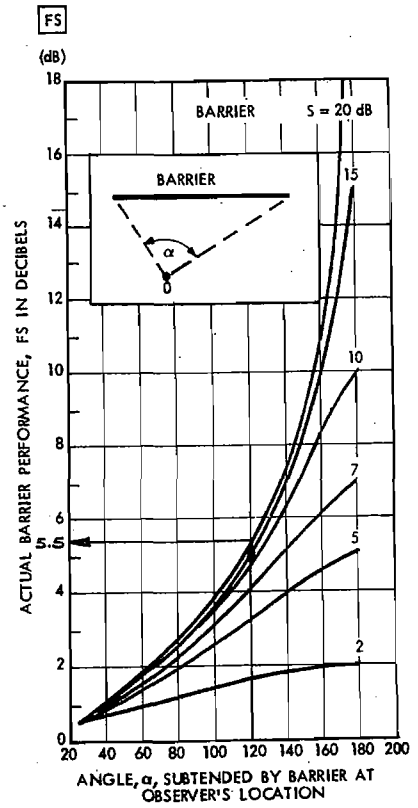

Correction to be applied to barrier potential in order to find the actual performance of the barrier of the same construction but of finite length.

30. The Noise Attenuation Provided by This Barrier Is 3 dB for Trucks and 5 dB for Autos. The Combined Level Resulting Is 69 LDN.

This Is Not Sufficient

Note—You Must Calculate the Barrier Effect Separately for Autos and Trucks Because the Source Height is Different. Then Recombine levels.

Workchart 5
Noise Barrier
To find R, D and h from Site Elevations and Distances

Fill out the following worksheet (all quantities are in feet):

Enter the values for:

H= 16 R'= 36

S= 0 D'= 56

O= 25

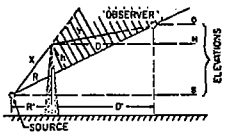

1. Elevation of barrier top minus elevation of source	[H 16] − [S 0]	= [1 16]		
2. Elevation of observer minus elevation of source	[O 25] − [S 0]	= [2 25]		
3. Map distance between source and observer (R' + D')		[3 92]		
4. Map distance between barrier and source (R')		[4 36]		
5. Line 2 divided by line 3	[2 25] ÷ [3 92]	= [5 .27]		
6. Square the quantity on line 5 (i.e., multiply it by itself); always positive	[5 .27] × [5 .27]	= [6 .07]		
7. 40% of line 6	[0.4] × [6 .07]	= [7 .03]		
8. One minus line 7	[1.0] − [7 .03]	= [8 .97]		
9. Line 5 times line 4 (will be negative if line 2 is negative)	[5 .27] × [4 36]	= [9 9.7]		
10. Line 1 minus line 9	[1 16] − [9 9.7]	= [10 6.3]		
11. Line 10 times line 8	[10 6.3] × [8 .97]	= [11 6.1]	= h	
12. Line 5 times line 10	[5 .27] × [10 6.1]	= [12 1.7]		
13. Line 4 divided by line 8	[4 36] ÷ [8 .97]	= [13 37]		
14. Line 13 plus line 12	[13 37] + [12 1.7]	= [14 39]	= R	
15. Line 3 minus line 4	[3 92] − [4 36]	= [15 56]		
16. Line 15 divided by line 8	[15 56] ÷ [8 .97]	= [16 58]		
17. Line 16 minus line 12	[16 58] − [12 1.7]	= [17 56]	= D	

(Note: the value on line 2 may be negative, in which case so will the values on lines 5,9, and 12; line 1 may also be negative. Remember, then, in lines 10, 14, and 17, that adding a negative number is the same as subtracting: x +(-y) = x-y. And subtracting a negative number is like adding: X-(-y) = x+y.)

Round off R and D to nearest integer, h to one decimal place.

Workchart 6
Noise Barrier

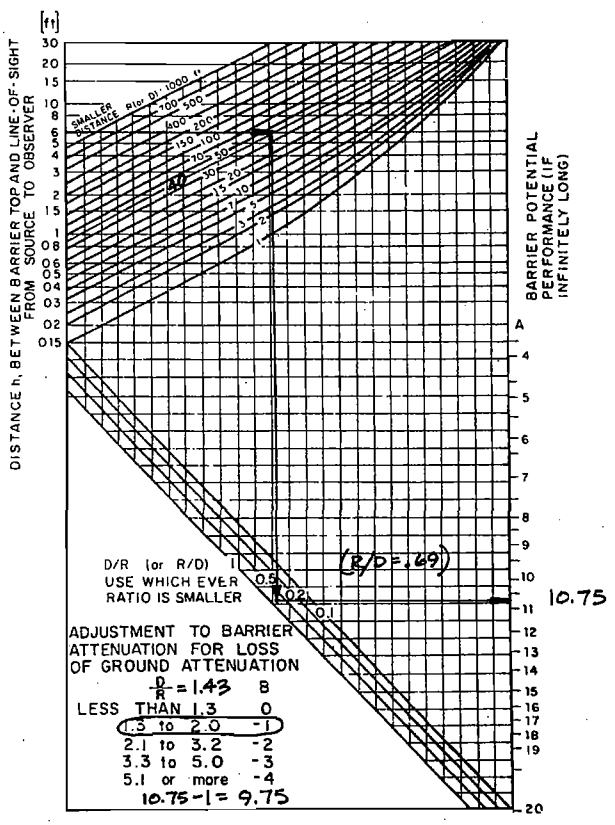

Workchart 7

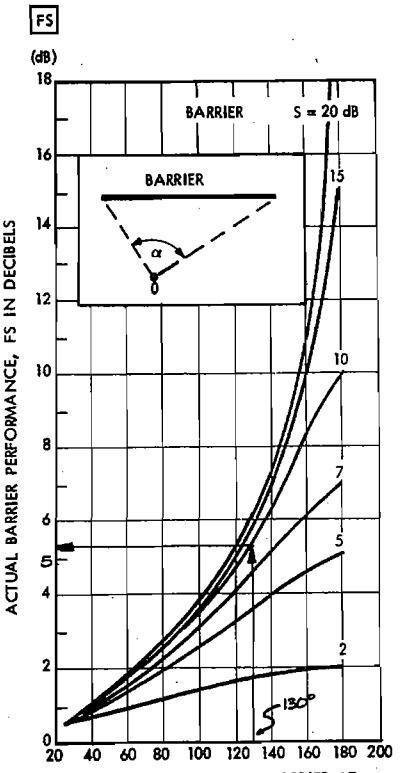

Correction to be applied to barrier potential in order to find the actual performance of the barrier of the same construction but of finite length.

Workchart 5
Noise Barrier
To find R, D and h from Site Elevations and Distances

Fill out the following worksheet (all quantities are in feet):

Enter the values for:

H= 16 R'= 36

S= 8 D'= 56

O= 25

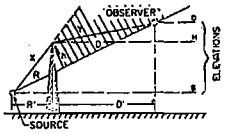

1. Elevation of barrier top minus elevation of source	[H 16] −	[S 8] =	[1 8]	
2. Elevation of observer minus elevation of source	[O 25] −	[S 8] =	[2 17]	
3. Map distance between source and observer (R' + D')			[3 92]	
4. Map distance between barrier and source (R')			[4 36]	
5. Line 2 divided by line 3	[2 17] ÷	[3 92] =	[5 .2]	
6. Square the quantity on line 5 (i.e., multiply it by itself); always positive	[5 .2] ×	[5 .2] =	[6 .04]	
7. 40% of line 6	[0.4] ×	[6 .04] =	[7 .02]	
8. One minus line 7	[1.0] −	[7 .02] =	[8 .98]	
9. Line 5 times line 4 (will be negative if line 2 is negative)	[5 .2] ×	[4 36] =	[9 7]	
10. Line 1 minus line 9	[1 8] −	[9 7] =	[10 1]	
11. Line 10 times line 8	[10 1] ×	[8 .98] =	[11 .98]	= h
12. Line 5 times line 10	[5 .2] ×	[10 1] =	[12 .2]	
13. Line 4 divided by line 8	[4 36] ÷	[8 .98] =	[13 37]	
14. Line 13 plus line 12	[13 37] +	[12 .2] =	[14 37]	= R
15. Line 3 minus line 4	[3 92] −	[4 36] =	[15 56]	
16. Line 15 divided by line 8	[15 56] ÷	[8 .98] =	[16 57]	
17. Line 16 minus line 12	[16 57] −	[12 .2] =	[17 57]	= D

[**Note:** the value on line 2 may be negative, in which case so will the values on lines 5,9, and 12; line 1 may also be negative. Remember, then, in lines 10, 14, and 17, that adding a negative number is the same as subtracting: x + (-y) = x-y. And subtracting a negative number is like adding: X-(-y) = x+y.]

Round off R and D to nearest integer, h to one decimal place.

Workchart 6
Noise Barrier

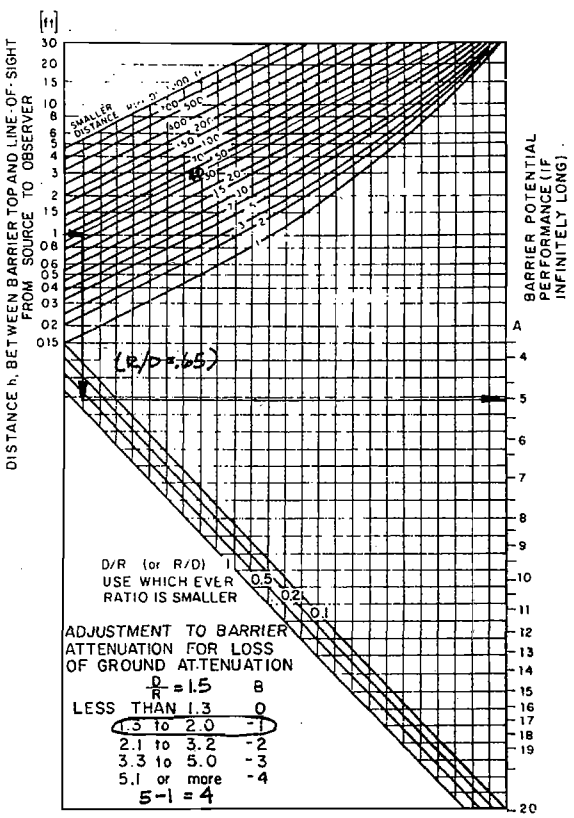

Workchart 7

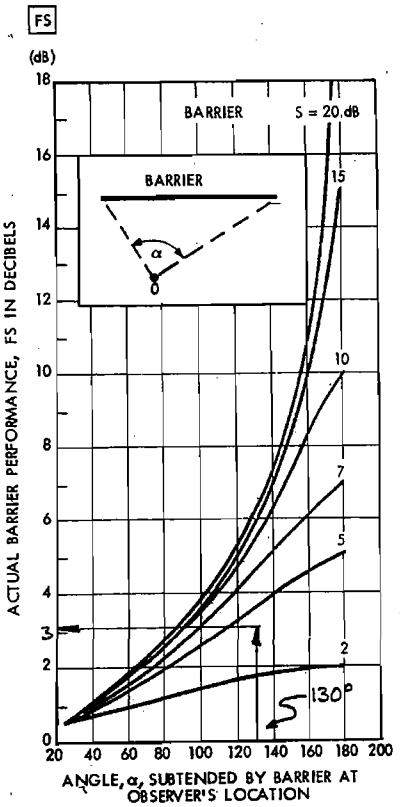

Correction to be applied to barrier potential in order to find the actual performance of the barrier of the same construction but of finite length.

Chapter 7

The Use of Noise Measurements

Noise Calculations Are Best For HUD Use

There are two ways to determine noise levels for a site under review: the noise can be calculated or it can be measured. While one's first reaction might well be that it would obviously be better to go out and actually measure the noise levels at the site, calculated noise levels are really much better for implementing HUD's noise policy.

Calculated noise levels are developed using mathematical models that contain a variety of assumptions about the process of noise propagation as well as data on sound levels generated by typical sources (i.e. aircraft engines, automobile tires etc.). The model can be a complex computer model or it can be a simple desktop model such as the procedures in the *Noise Assessment Guidelines*. The models can also employ a variety of noise descriptors. (See chapter 1 for a discussion of noise descriptors.) Most noise studies done for the Federal Highway Administration, for example, use either the L_{10} or the L_{eq} noise descriptor. Many aircraft noise studies use the NEF or CNEL descriptor. All of these descriptors are compatible with the L_{dn} noise descriptor system that is preferred by HUD and the HUD noise regulation contains instructions for converting all of them into L_{dn}. (sections 51.106(a)(1) and (2))

Whether produced by a sophisticated computer model or by the desktop *Noise Assessment Guidelines*, calculated noise levels are more useful for HUD needs than measured levels for two significant reasons: The first is that with noise measurements you have no good way to take into account future changes in the future noise environment. The houses we help build today are going to be around for a long time and it is very important that we determine, to the extent we can, the noise environment that will exist throughout the life of the buildings. While there are clearly limitations on how far into the future we can reasonably project traffic levels for roads, railroads and airports, we can at least look 5 to 10 years ahead. The HUD noise regulation (24 CFR 51B) requires that "to the extent possible, noise exposure shall be projected to be representative of conditions that are expected to exist at a time at least 10 years beyond the date of the project or action under review." It is very easy to make these projections if you use the *Noise Assessment Guidelines* or a computer model to determine noise levels.

The second reason why we prefer that you calculate noise levels is that through the calculation process you can use monthly or yearly data to determine traffic levels. Thus you come up with a more typical picture of conditions. With noise measurements there is always the possibility that the day or even days chosen for measurements will not be typical and that the measurements may over or understate the problem. While the conscientious measurer will try to account for any unusual conditions, it isn't always possible. So long as cost considerations limit the number of days that measurements can be taken there will always be the problem of unrepresentative data. With calculations this isn't a problem. The computer model that generates contours for airports, for example, uses an entire years data to develop the average day. Certainly the results are more likely to be representative than the results that would be derived from just a few days measurements.

When Noise Measurements Are Useful

While it is the preferred procedure to calculate noise levels, there are a few situations where the noise models might not be accurate and it might be better to rely on measurements. One instance would be when there is insufficient or inadequate traffic data. Another case might be where you have a unique physical situation that is not accounted for in whatever mathematical model is available.

Obtaining good traffic data can be difficult. You may only be able to get gross data that simply lists total vehicles without making any distinctions between trucks and automobiles. Or you may not be able to get any reliable data on the percentage of traffic between 10 pm and 7 am. While the *Noise Assessment Guidelines* do contain some assumptions that you can use when you don't have all the data you need, there may be instances when you just don't think those assumptions would accurately portray the problem.

By the same token, there are certain physical situations that mathematical models such as the *Noise Assessment Guidelines* couldn't anticipate and therefore do not reflect in their formulas. For example, the *Guidelines* say that you don't have to calculate the noise levels for underground transit lines. Well what if the line is underground but there are large air vents that reach from the belowground tunnels to the surface? A great deal of noise can reach the surface through these vents but the *Noise Assessment Guidelines* don't have any way to take it into account. You couldn't treat it as if the subway line were aboveground because it isn't really and at least some of the noise is blocked. This would be a case where a noise measurement would probably be the best way to determine the noise levels. By the same token, the guidelines do not really take into account the sometimes significant amounts of reflected noise that can occur at urban sites surrounded by tall buildings, i.e. the canyon effect.

When Not to Use Measurements

One thing noise measurements should not be used for is to confirm or refute calculated noise levels, especially computer generated aircraft contours. Our experience with both the *Noise Assessment Guidelines* and with computer noise models is that both are quite accurate if done properly. If you are convinced that the calculations were done correctly, and if you believe that the data used were good, you should strongly discourage anyone who wants to take measurements because they think that measurements are inherently more accurate than calculations. Comparing measured noise levels to calculated levels is like comparing apples and oranges. The

calculated noise levels should include projected traffic levels, the measured ones will not. The calculated levels will be based on daily traffic counts derived by averaging months of data, the measured levels will, at best, reflect just a few days. (This is particularly true for aircraft noise contours. The day-to-day operations of an airport can vary significantly depending upon weather conditions and any one or two days worth of measurements are very likely to show different levels from those generated by a computer model employing a year of data to derive an average day.)

If you have determined that noise measurements are appropriate, you must make sure that they are done properly, otherwise the data will be useless. There are four elements to proper measurements: 1) where the measurements are taken; 2) when they are taken; 3) the type of equipment used; and 4) the actual measurement procedure.

Where measurements should be taken: The locations for noise measurements should be selected using the same criteria you would use to select a Noise Assessment Location for a *Noise Assessment Guidelines* calculation. The *Noise Assessment Guidelines* recommend that "assessments of the noise exposure should be made at representative locations around the site where significant noise is expected." Further, the *Guidelines* state that when selecting these locations you should consider those buildings containing noise sensitive uses which are closest to the predominant noise sources. Where quiet outdoor space is desired at a site, you should also select points in the outdoor area in question. Specifically, the "relevant measurement location for buildings is a point 2 meters (6.5 feet) from the facade." If there are no buildings yet the measurement point should be 2 meters from the closest point setback requirements would allow a building facade.

When measurements should be taken: Because measurements are only going to be taken for a few days at best, special care should be taken to make sure that the days selected are representative of average traffic levels. For highways, avoid both Monday and Friday, particularly before or after a holiday. In fact holiday periods, such as the Christmas/New Years season, should be avoided entirely. Highway traffic, or rather more importantly, truck traffic is likely to be down during these periods and noise levels may be significantly lower than normal. On the other hand, holiday periods are often peak travel periods for airlines and measurements taken around airports then would show unusually high noise levels.

Whoever is taking the measurements should also check to make sure that there aren't any special circumstances that might affect traffic levels. For example road construction or repair work might divert additonal traffic onto the road being measured, or divert traffic away. In both cases the noise levels measured would not be representative.

And finally, noise measurements should not be taken during extreme weather conditions both because of the possible effects on traffic levels but also because the weather conditions can exaggerate the actual noise levels.

Ideally, noise measurements should be taken over several days spread over at least a few months. But given that time and money will normally preclude this, at least make sure the one or two days you can get are as close to typical as possible.

What equipment to use: There are many sound level meters on the market which are suitable for taking noise measurements for transportation sources. They need only to meet the requirements of American National Standard Specification for Type 1 Sound Level Meters: S1.4-1971. Type 1 sound level meters are "precision" meters and provide the most accurate measurements. They are also, of course, the most expensive. Fast time-averaging and A frequency weighting are to be used. The sound level meter with the A-weighting is progressively less sensitive to sound with frequencies below 1,000 hertz, somewhat as is the ear. With fast time averaging the sound level meter responds particularly to recent sounds almost as quickly as does the ear in judging the loudness of a sound. Fast time averaging has a time constant of about 1/8 second.

While a sound level measuring system that averages decibel readouts on a short term basis such as for every minute or every hour is acceptable, it would be far better if a system that actually provides a 24 hour integrated L_{dn} readout were used. Such a system eliminates the need for calculating the L_{dn} value, an area where many inexperienced consultants go astray. These systems are more expensive however, and the consultant who doesn't do much noise work is unlikely to have one.

Measurement procedures: Detailed procedures for making sound level measurements are spelled out in the American National Standards Institute's Standard Methods ANSI S1.2-1962(R1976) *American National Standard Method for the Physical Measurement of Sound* and ANSI S1.13-1971(R1976) *American National Standard Methods for the Measurement of Sound Pressure Levels.*

Some of the basic procedures that should be followed are:

1. Measurements should normally be made over a continuous 24 hour period. If this is not possible, measurements may be made over a period of days but still must cover the entire 24 hour period. The selection of the days becomes even more critical so that they are as similar as possible. Sampling is not acceptable.
2. The sound level meter must be calibrated before each use.
3. The sound level meter should be provided with a wind screen.
4. Care should be taken to insure that there are no temporary obstructions, such as parked trucks, between the meter and the source.

The Noise Study

The noise study prepared to describe the measurement results should contain at least the following:

1. A map showing where the measurements were taken
2. A vicinity map showing the site and the major noise sources
3. A chart indicating the date, the time, and weather conditions when measurements were taken at each measurement location
4. The type of microphone used
5. Any variations from ANSI procedures
6. The results of the measurements in L_{dn} for each measurement location
7. Any unusual conditions that existed during the measurement period—i.e. construction activity, major traffic tieup, etc.
8. If an integrating sound level meter was not used, the calculations used to derive the L_{dn} value.

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Noise and Its Effects

By Dr. Alice H. Suter, Conference Consultant, Administrative Conference of the United States, November 1991

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I. Introduction

This report presents an overview of noise and its effects on people. Special emphasis is placed on developments over the past decade, both in terms of noise conditions and noise effects research. By doing so, this report should illustrate some of the reasons for concern about noise problems, which persist after the closing of EPA's Office of Noise Abatement and Control (ONAC).

Noise has a significant impact on the quality of life, and in that sense, it is a health problem in accordance with the World Health Organization's (WHO) definition of health. WHO's definition of health includes total physical and mental well-being, as well as the absence of disease. Along these lines, a 1971 WHO working group stated: "Noise must be recognized as a major threat to human well-being." (Suess, 1973)

The effects of noise are seldom catastrophic, and are often only transitory, but adverse effects can be cumulative with prolonged or repeated exposure. Although it often causes discomfort and sometimes pain, noise does not cause ears to bleed and noise-induced hearing loss usually takes years to

develop. Noise-induced hearing loss can indeed impair the quality of life, through a reduction in the ability to hear important sounds and to communicate with family and friends. Some of the other effects of noise, such as sleep disruption, the masking of speech and television, and the inability to enjoy one's property or leisure time also impair the quality of life. In addition, noise can interfere with the teaching and learning process, disrupt the performance of certain tasks, and increase the incidence of antisocial behavior. There is also some evidence that it can adversely affect general health and well-being in the same manner as chronic stress. These effects will be discussed in more detail in the paragraphs below.

II. ONAC'S Activities in Noise Effects Research and Criteria

In response to the mandates of Section 5 of the Noise Control Act of 1972, ONAC published Public Health and welfare Criteria for Noise (EPA, 1973a) and Information on Levels of Environmental Noise Requisite to Protect Public Health and welfare with an Adequate Margin of Safety (EPA, 1974a), popularly known as the "Levels Document" for obvious reasons). Also in 1973,ONAC sponsored an international conference in Yugoslavia on the effects of noise, from which voluminous proceedings there published (EPA, 1973b). All of these documents there widely distributed and, although somewhat dated, are still read and referenced today. Because a considerable amount of research in this area has been conducted over the past 2 decades, these documents would benefit from revision.

In these documents ONAC established dose-response relationships for noise and its effects, and identified safe levels of noise to prevent hearing loss and activity interference. The agency also established the day-night average noise level as a universal descriptor to be used in assessing the impact of community noise.

Section 14 of the Act directs ONAC to conduct or finance research on noise effects, including investigations of the psychological and physiological effects of noise on humans and the effects of noise on animals. Approximately 35 technical reports resulted from these efforts, as well as contractor reports and numerous articles in scientific journals.

Some of the more noteworthy examples of EPA's research program there:

- Projects involving the cardiovascular effects of noise at the University of Miami, Johns Hopkins University and the Massachusetts Institute of Technology (Peterson, et al., 1978, 1981, 1983; Hattis and Richardson,1980; Turkkan et al, 1983).
- A longitudinal study of noise exposure and hearing threshold levels in children conducted by the Fels Institute (Roche et al., 1977).
- An interagency agreement with the U.S. Air Force to study the effects of noise on hearing (e.g., Guignard, 1973; Johnson, 1973; Schori and McGatha, 1978; Suter, 1978).
- A study identifying the sound levels of speech communication in various environments (Pearsons, et al., 1977).
- Two studies at Northeastern University comparing methods for predicting the loudness and acceptability of noise (Scharf et al., 1977; Scharf and Hellman, 1979).

Although much useful information was derived from these programs, some of them there irreparably damaged by the abrupt termination of funding from ONAC that occurred in 1981 and 1982. For one example, the Johns Hopkins study of cardiovascular effects of noise on primates was terminated after testing on only one subject had been completed. For another, the longitudinal data from the Fels Institute is now of little value after a hiatus of more than a decade.

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III. Physical Properties and Measurement of Sound

A. Physical Properties

Noise is often defined as unwanted sound. To gain a satisfactory understanding of the effects of noise, it would be useful to look briefly at the physical properties of sound.

Sound is the result of pressure changes in a medium (usually air), caused by vibration or turbulence. The amplitude of these pressure changes is stated in terms of sound level, and the rapidity with which these changes occur is the sound's frequency. Sound level is measured in decibels (abbreviated dB), and sound frequency is stated in terms of cycles per second, or nowadays, Hertz (abbreviated Hz). Sound level in decibels is a logarithmic rather than a linear measure of the change in pressure with respect to a reference pressure level. A small increase in decibels can represent a large increase in sound energy. Technically, an increase of 3 dB represents a doubling of sound energy, and an increase of 10 dB represents a tenfold increase. The ear, however, perceives a 10-dB increase as doubling of loudness.

Another important aspect is the duration of the sound, and the way it is distributed in time. Continuous sounds have little or no variation in time, varying sounds have differing maximum levels over a period of time, intermittent sounds are interspersed with quiet periods, and impulsive sounds are characterized by relatively high sound levels and very short durations.

The effects of noise are determined mainly by the duration and level of the noise, but they are also influenced by the frequency. Long-lasting, high-level sounds are the most damaging to hearing and generally the most annoying. High-frequency sounds tend to be more hazardous to hearing and more annoying than low-frequency sounds. The way sounds are distributed in time is also important, in that intermittent sounds appear to be somewhat less damaging to hearing than continuous sounds because of the ear's ability to regenerate during the intervening quiet periods. However, intermittent and impulsive sounds tend to be more annoying because of their unpredictability.

B. Instrumentation

The instrument for measuring noise is the basic sound level meter or a number of its derivatives, including noise dose meters (usually called dosimeters), integrating sound level meters, graphic level recorders, and community noise analyzers. Improvements in all of these instruments have taken place during the last decade. This is especially true of the computerized dosimeters and integrating meters, which can measure, compute, store, and display comprehensive data on the noise field (Earshen, 1986). These instruments are now able to measure over very wide dynamic ranges and to measure impulsive sounds with a high degree of accuracy.

C. Measurement and Descriptors

Most sound level meters and dosimeters use built-in frequency filters or "weighting networks " in the measurement process. By far the most frequently used filter is the A weighting network, which discriminates against low-frequency and very high-frequency sounds. A weighting approximates the equal-loudness response of the ear at moderate sound levels, and correlates well with both hearing damage and annoyance from noise. A weighting will be assumed throughout this report unless otherwise specified.

Composite measures of noise, such as the equivalent continuous sound level (Leq) and the day-night average sound level (DNL) incorporate A weighting, (The mathematical notation for DNL is Ldn.) these levels constitute sound energy averages over given periods of time, the DNL incorporates a 10-dB nighttime penalty from 10:00 pm to 7:00 am, meaning that events occurring during

that time are counted as 10 dB higher than they really are. A variant of the DNL that is used in California (and Europe) is the community noise equivalent level (CNEL), which incorporates a 5-dB penalty for evening noise events, as well as the 10-dB nighttime penalty (California Code of Regulations, 1990).

For more than a decade, both the DNL and the simple Leq have been used extensively for assessing the impact of aircraft/airport noise. Recently, however, communities have expressed dissatisfaction with these metrics when used to regulate noise (Wesler, 1990). Metrics that employ averaging fail to describe the disturbance arising from single events, especially low-flying aircraft, unexpected or newly occurring flights, or flights occurring in areas where solitude is at a premium. The sound exposure level (SEL), an event's sound level normalized to one second, is gaining popularity as a supplement to the DNL and the Leq for characterizing single events.

IV. Noise in America

A. Population Trends

The U.S. population has increased an average of 25 million with each census since 1950. According to the World Almanac (1991), the population in 1980 was 226 million and approximately 250 million in 1990. This reflects an increase of nearly 11 percent over the decade, or slightly more than 1 percent per year. Presently, 77 percent of the U.S. population lives in the nation's 283 designated metropolitan areas, and the rate of growth in these areas is twice that of nonmetropolitan areas (Bryant, 1991).

Not surprisingly, EPA research indicates that noise levels in communities is directly related to the population density (EPA, 1974b).[1] Because the noise in urban areas generally exceeds that of suburban and rural areas, it is not unreasonable to assume that noise in the U.S. is increasing at least in proportion to the increase in urbanization and more rapidly than the growth of the general population. In addition, noise sources appear to be multiplying at a faster pace than the population.

B. Noise Sources

Figure 1, from EPA's simplified version of the Levels Document, Protective Noise Levels, shows the range of sound levels for some common noise sources (EPA, 1978). Most leading noise sources will fall into the following categories: road traffic, aircraft, railroads, construction, industry, noise in buildings, and consumer products.

1. Road traffic noise

In its Levels Document (1974), EPA estimated that road traffic noise was the leading source of community noise. EPA's contractors found that to be true in 1981 (EPA, 1981), and there is little reason to believe otherwise today.

Truck transportation, as a convenient and economical means of moving raw materials and consumer goods from place to place, is growing at a faster pace than the general population. For example, a total[2] of 33.6 million trucks there registered in the U.S. in 1980. That number grew to 45.5 million in 1989, an increase of about 35 percent (American Trucking Assoc., 1991).

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[1] The day-night average sound level appears to be proportional to the log of population density in people per square mile (EPA.1974b).

[2] The total number of trucks registered includes personal-use as well as commercial trucks of all weight classes.

Noise from the motors and exhaust systems of large trucks provides the major portion of highway noise impact, and provides a potential noise hazard to the driver as well.[3] In addition, noise from the interaction of tires with the roadway is generated by trucks, buses, and private autos.

In the city, the main sources of traffic noise are the motors and exhaust systems of autos, smaller trucks, buses, and motorcycles. This type of noise can be augmented by narrow streets and tall buildings, which produce a "canyon" in which traffic noise reverberates.

Typical Range of Common Sounds

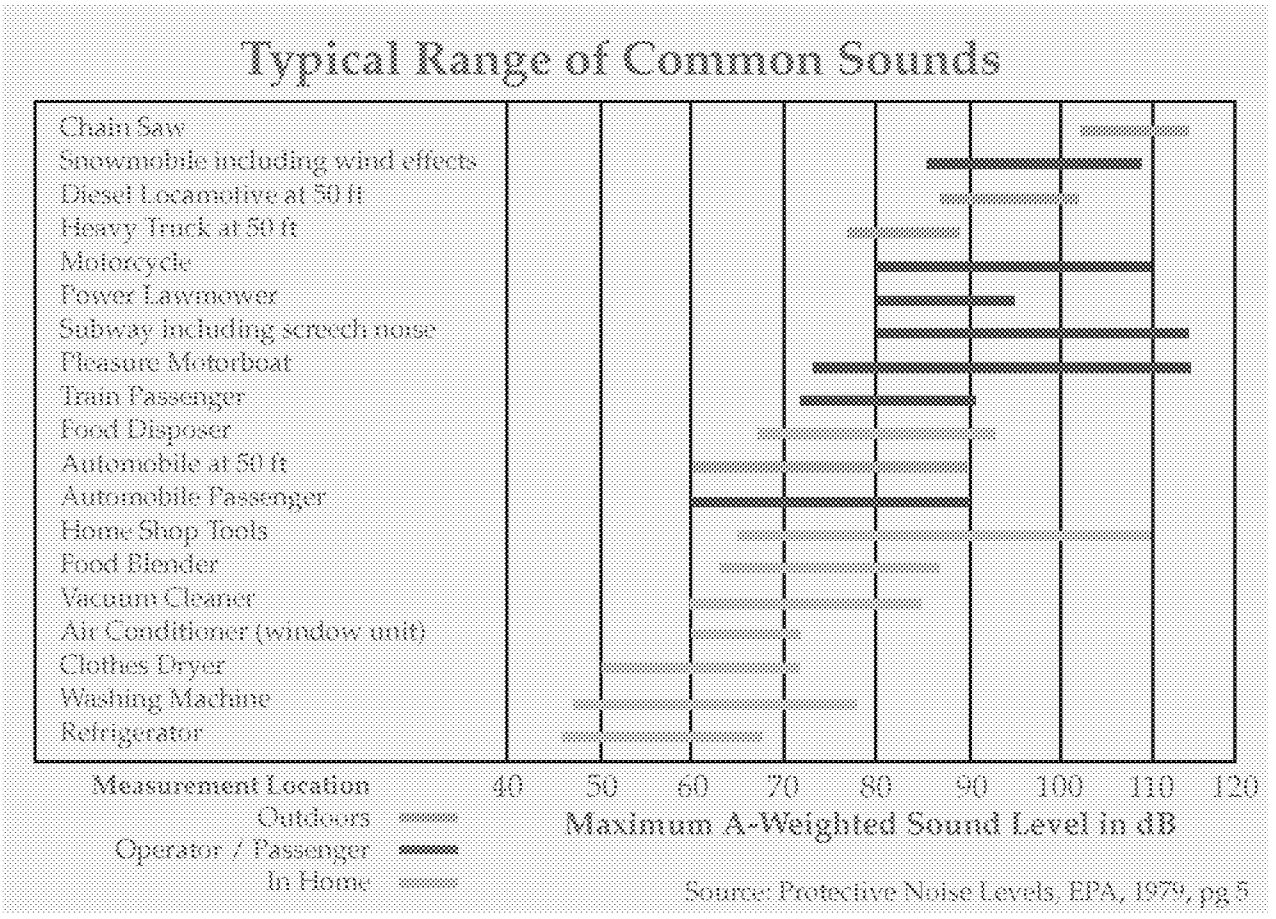

2. Aircraft noise

Air traffic also appears to be increasing more rapidly than the U.S. population. In 1980, U.S. scheduled airlines flew approximately 255.2 billion passenger miles and 5.7 billion cargo (ton) miles. By 1990, these figures there 457.9 billion and 10.6 billion, respectively (Air Transport Assoc., 1991a). This represents an increase of 79 percent in passenger mileage, and 86 percent in air height mileage. Air cargo traffic has grown particularly rapidly in the last five years, and will probably continue that trend over the next decade.

By 1989, the quieter "Stage III" airplanes comprised nearly 40 percent of the domestic fleet (Air Transport Assoc, 1991b). By the year 2004, all of the noisier Stage II aircraft must be phased out

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[3] According to Reinhart (1991) the most common complaint about truck noise is related to problems caused by tampering with the mufflers of trucks using compression brakes. About 5 percent of the heavy trucks surveyed by Reinhart and his colleagues had no functioning muffler, despite the existence of antitampering laws.

(Airport Noise and Capacity Act, 1990). This requirement should promote a quieter environment around airports, but the growth of air transportation and the pressing need for airport expansion threatens to offset the benefits of the quieter aircraft.

Nowadays, the problem of low-flying military aircraft has added a new dimension to community annoyance, as the nation seeks to improve its "nap-of-the-earth" warfare capabilities. In addition, the issue of aircraft operations over national parks, wilderness areas, and other areas previously unaffected by aircraft noise has claimed national attention over recent years (Fidell, 1990; Cantoni, 1991; Weiner, 1990; Mouat, 1990).

3. Noise from railroads

The noise from locomotive engines, horns and whistles, and switching and shunting operations in rail yards can impact neighboring communities and railroad workers. For example, rail car retarders can produce a high-frequency, high-level screech that can reach peak levels of 120 dB at a distance of 100 feet (EPA, 1974), which translates to levels as high as 138 or 140 dB at the railroad worker's ear.

Unlike truck and air transportation, however, rail transportation does not appear to be increasing. According to the Association of American Railroads, the railroad industry loaded 22.1 million freight cars in 1988, down slightly from 22.6 million in 1980 (AAR, 1991).

4. Construction noise

The noise from construction of highways, city streets, and buildings is a major contributor to the urban scene. Construction noise sources include pneumatic hammers, air compressors, bull dozers, loaders, dump trucks (and their back-up signals), and pavement breakers. The construction industry has done very well over recent years with a value-added GNP of $97.9 billion in 1977, increasing to $247.7 billion in 1989 (Dept. of Commerce, 1991), an increase of about 153 percent. The number of workers employed in construction grew from 4.3 million in 1980 to about 5.2 million in 1990, an increase of nearly 21 percent (BLS, 1991a).

5. Noise in industry

Although industrial noise is one of the less prevalent community noise problems, neighbors of noisy manufacturing plants can be disturbed by sources such as fans, motors, and compressors mounted on the outside of buildings. Interior noise can also be transmitted to the community through open windows and doors, and even through building walls. These interior noise sources have significant impacts on industrial workers, among whom noise-induced hearing loss is unfortunately common.

The size of the U.S. manufacturing industry has not grown significantly over the last decade. Although the industrial. GNP increased from $673.9 billion in 1980 to $969.6 billion in 1990 (in terms of constant dollars) (BLS, 1991b), the workforce has declined from slightly more than 20 million to about 19 million during that period (BLS, 1991c). Consequently, industrially-generated community noise is probably no greater than it was in 1980.

From the worker's perspective the industrial noise problem is still very serious. The Occupational Safety and Health Administration has cut back on the enforcement of occupational noise standards and has allowed the substitution of hearing protection devices in lieu of engineering controls in many cases (OSHA, 1986). However, it is difficult to know whether noise levels in industry are increasing or decreasing because no comprehensive survey has been performed since the 1976 survey performed by Bolt Beranek and Newman Inc. (BBN, 1976).

6. Noise in buildings

Apartment dwellers are often annoyed by noise in their homes, especially when the building is not well designed and constructed. In this case, internal building noise from plumbing, boilers, generators, air conditioners, and fans, can be audible and annoying. Improperly insulated walls and ceilings can reveal the sound of amplified music, voices, footfalls, and noisy activities from neighboring units. External noise from emergency vehicles, traffic, refuse collection, and other city noises can be a problem for urban residents, especially when windows are open or insufficiently glazed.

Wetherill (1987) reports that although the lack of soundproofing is the most frequent environmental complaint of apartment dwellers, the knowledge to solve these problems is not being applied. In fact, the quality of construction is steadily declining, and the noise problems are getting worse (Wetherill, 1991).

7. Noise from consumer products

Certain household equipment, such as vacuum cleaners and some kitchen appliances, have been and continue to be noisemakers, although their contribution to the daily noise dose is usually not very large. Added to this list would be yard maintenance equipment, such as lawn mowers and snow blowers, which can, at least, cause disharmony with one's neighbors, and pother shop tools, which can be hazardous to hearing if used for sufficient periods of time.

One example of a fairly new product is the gasoline-pothered leaf blower, with average A-weighted sound levels at the operator's position of 103.6 dB, and maximum levels of 110-l12 dB (Clark, 1991). In an extensive review of nonoccupational noise exposures, Davis et al. (1985) report that the manufacturers of household devices have been reluctant to release sound level information. Consequently, it could be difficult to assess the magnitude of the problem and the extent to which noise levels are increasing or decreasing.

Residents of suburban and rural areas are sometimes disturbed by recreational noise sources, such as off-road vehicles, high-pothered motor boats, and snowmobiles. Some of these sources, such as snowmobiles, are not as noisy as they there more than a decade ago, due to attention to the problem by the manufacturers and their trade associations. Others are no less noisy, and possibly more so because noise seems to be generic to the sport. Example would be motorcycle and car racing, and events like "tractor pulls."

In fact, the allure of noisy recreational activities seems to be considerably greater now than it was a decade or so ago. The technology of sound reproduction has advancer to the point where loudspeakers can faithfully reproduce music and other sounds at levels well above 120 dB. Sporting events use giant digital "applause meters" to measure and display enthusiasm for the more popular team. The extreme in car stereo technology is now the "boom car", with sound levels exceeding 140 dB.[4] Activities like aerobic exercising and ice skating, as well as disco dancing, are accompanied by amplified music played at high sound levels. After summarizing the results of 16 studies of discotheques and rock concerts Clark (1991) reported the geometric mean of the measured sound levels as 103.4 dB. The trend in noise levels for these kinds of activities is definitely upward.

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[4] The International Auto Sound Challenge Association sponsors contests and gives the most points to contestants whom speakers produce the highest sound pressure levels, up to 140 dB. However, levels above that merit no more than 140 points.

One of the most serious sources of recreational noise is sport shooting, where peak sound pressure levels at the ear can range from about 144 dB up to more than 170 dB[5] (Odess, 1972). In his analysis of this literature, Clark (1991) cites estimates of the number of people responding positively to questions about hunting or target shooting. These estimates range from 14 percent of the general population in Scandinavia and the U.K. (Axelsson et al., 1981; Davis et al., 1985) to nearly 50 percent in the Canadian workforce (Chung et al., 1981), which Clark found to be consistent with estimates from U.S. industry. In a population of rural schoolchildren, 45 out of 47 boys and 2 out of 21 girls reported having used guns (Kramer and Wood, 1982).

A subcategory of consumer product noise that deserves mention is noisy toys. A few toys, such as firecrackers, snappers, and cap pistols have been part of the adventurous child's experience for generations. The general assumption is that these toys do not pose a hazard when used occasionally and located at a sufficient distance from the ear[6]. Nowadays, there is a large variety of noisy toys, thanks to the availability of improved technology. Many of them mimic adult noisemakers, such as amplified toy guitars, child-shed vacuum cleaners, and miniature pother saws. Some of these toys generate quite high levels of sound. For example, a baby's squeeze toy (Fay, 1991) and the battery operated siren of a toy police car have both been measured at 110 dB[7].

In a recent report on noisy toys, Leroux and Laroche (1991) cite studies showing A-weighted noise levels for a toy motor at 107 dB and a child's rattle at 99-100 dB (LNE, 1973). Current Canadian legislation limits the sound output of toys to "one hundred decibels measured at the distance that the product ordinarily would be from the ear of the child using it..." (Act, 1969), but Leroux and Laroche propose that this limit be lowered to an A-weighted level of 75 dB.

C. Numbers of People Exposed to Noise

The fact that people are variously exposed to noise is not surprising. Considering that decibels are measured on a logarithmic scale, however, the magnitude of these variations can be enormous. For example, the average noise level outside an urban apartment can be 1,000 times more intense than in a rural residential neighborhood. Fortunately, this difference will be perceived more like an eight-fold rather than a thousand-fold increase. Figure 2, from EPA's document Protective Noise Levels, shows examples of outdoor day-night average sound levels measured at various locations (EPA, 1978).

In 1974, EPA estimated that nearly 100 million Americans lived in areas where the daily average noise levels exceeded its identified safe DNL of 55 dB (EPA, 1974a). Figure 3, from EPA's Levels

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[5] A-weighted level. of these weapons would measure somewhat lower, with levels for .22 caliber rifles at about 132-139 dB and shotguns at 150-165 dB. (See Clark, 1991)

[6] Certain European studies, however, have reported as many as 1 percent to 3.7 percent of teenage children suffer hearing losses caused by impulsive noise from toys (Gjaevenes, 1967; Moe, 1966). Noise from cap guns, for example, can exceed peak sound pressure levels of 140 dB (Gjaevenes, 1966; Hodge and McCommons, 1966; Marshall and Brandt, 1973; all as cited by Leroux and Laroche,
1991).

[7] New York audiologist Thomas Fay has measured the noise levels of a variety of children's toys. In doing so he places the sound level meter's microphone quite close to the noise source (from 2 inches to 1/2 inch away), based on his observations of the children at play. (Personal communication, April 1991).

Document, shows the residential noise environment of the U.S. population as a function of the exterior DNL, with separate curves for the freeway and aircraft increments.

Examples of Outdoor Day-Night Average Sound Levels in dB Measured at Various Locations

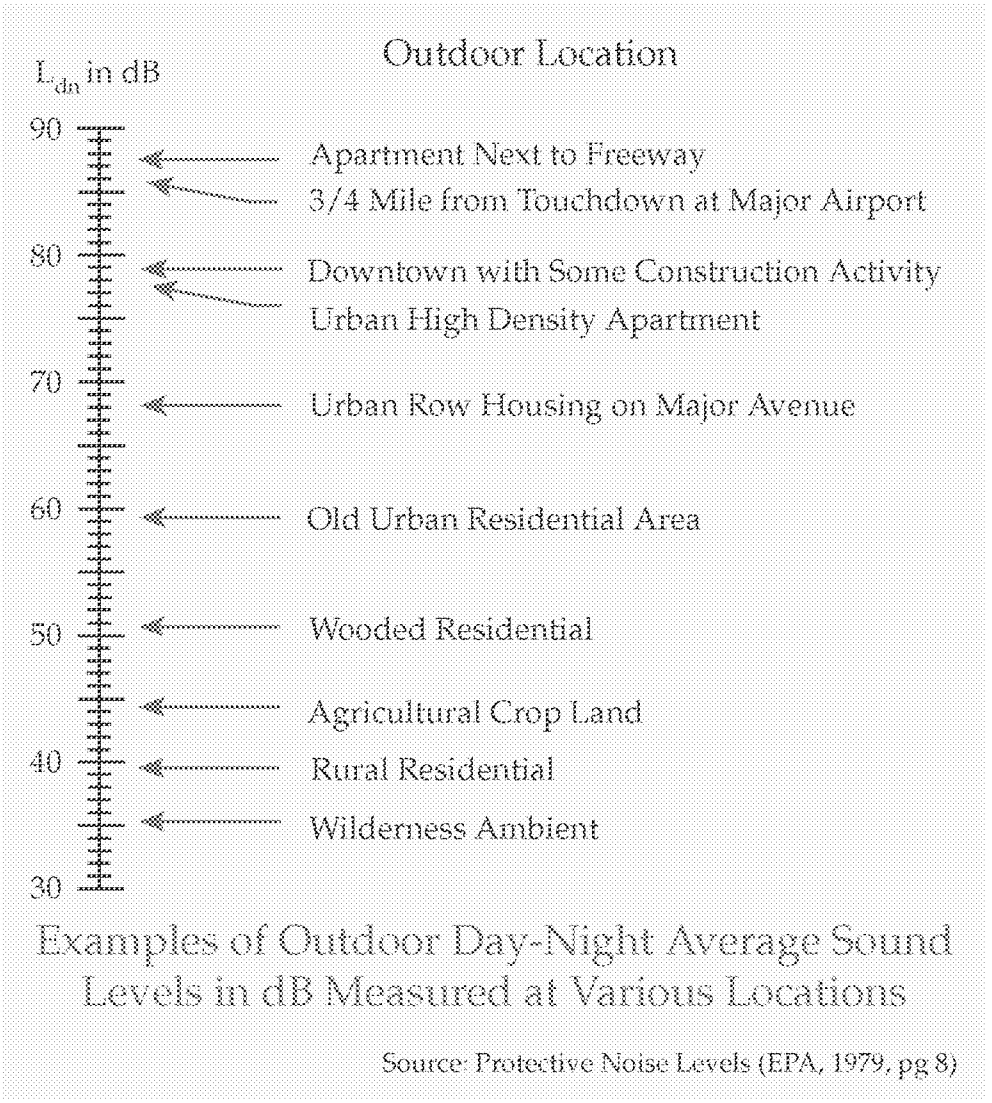

A few years later EPA contracted with the consulting firm Bolt Beranek and Newman (BBN) to develop more detailed estimates. The resulting report, Noise in America, includes a breakdown according to noise exposure source (EPA, 1981). Table I gives the estimated number of Americans exposed to traffic; aircraft, construction, rail, and industrial noise for various DNLs from 55 dB to 80 dB. The authors note that there will be some overlap among populations exposed to different sources, so the numbers across categories are not additive. The far right column represents the total estimated number of people exposed to the combined sources. Although the authors do not give an estimate for the number of people exposed above Ldn 55 dB, another authority puts it at 138 million at that time (Eldred, 1990).

These estimates do not represent the results of a national survey. Instead, the authors used data and models available to EPA and BBN at the time. Because of this, some categories of noise exposure are likely to be more accurate than others. They did, however, represent the best available esti-

mates at the time, and because no efforts have been made to update them, they are the best estimates available today.

D. Summary: Noise in America

It is safe to assume that noise in communities is increasing. Noise levels are directly related to population density, and the urban population is increasing at twice the pace of the nonurban population. In addition, the last decade has seen rapid growth in air transportation, trucking, and the construction industries, indicating that noise levels from these sources has most likely increased. The fact that some of these sources have been and continue to be quieted (especially new generations of trucks and aircraft) should mitigate this increase, but the extent of this mitigation will remain unknown until some sort of national survey is performed. Noise from construction continues to be a problem, and it appears that noise inside buildings as well as noise from recreational activities and consumer products is on the rise. Estimates of the number of people exposed to noise at various levels are now somewhat outdated.

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Residential Noise Environment of the National Population As a Function of Exterior Day-Night Average Sound Level

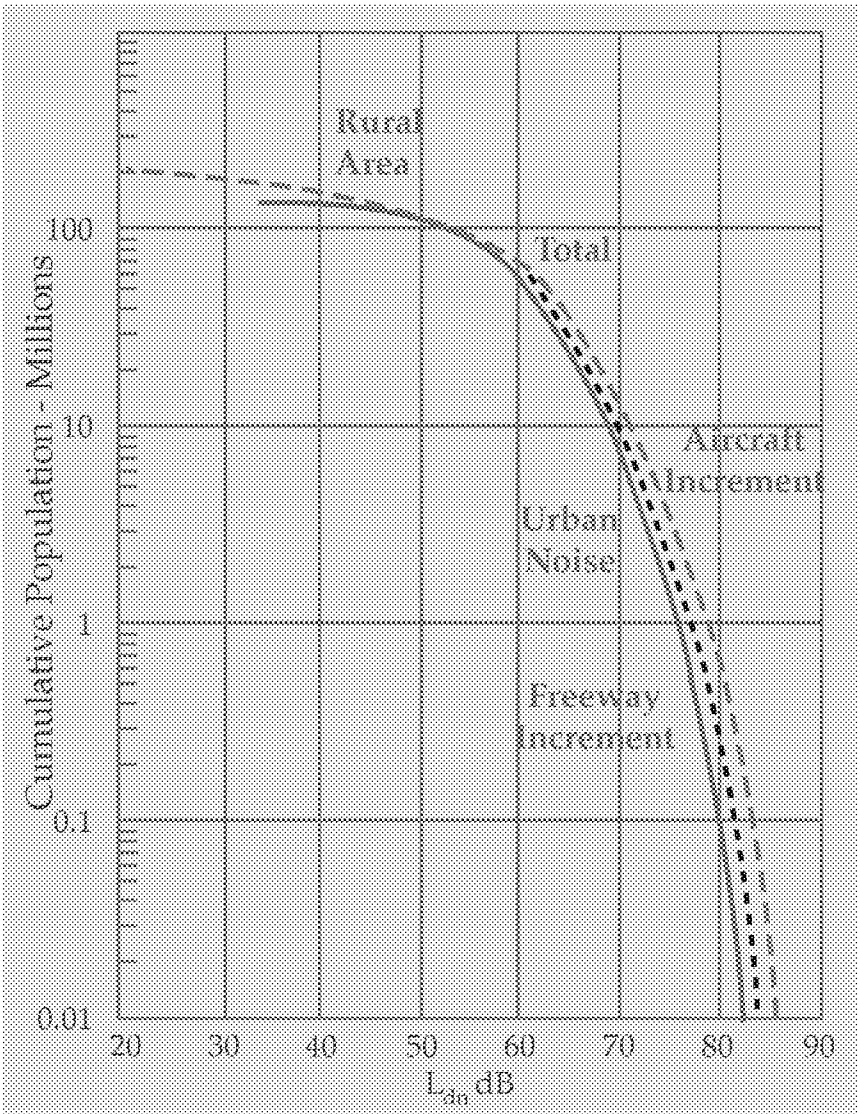

Residential Noise Environment of National Population as Function of Exterior Day-Night Average Sound Level

Source: Information on Levels of Environmental Noise Requisite to Protect Public Health and Welfare with an Adequate Margin of Safety (EPA, 1974a, pg 16)

Table 1: Summary of U.S. Population Exposed to Various Day-Night Average Sound Levels (or higher) From Noise Sources in the Community. (1) From Noise in America (EPA, 1981, pp. 10 and 15)

Estimated Number (in Millions) of People in Each Noise Category

DNL (dB)	Traffic	Aircraft	Construction	Rail	Industrial	Total
>80	0.1	0.1	—	—	—	0.2
>75	1.1	0.3	0.1	—	—	1.5
>70	5.7	1.3	0.6	0.8	—	8.1
>65	19.3	4.7	2.1	2.5	0.3	27.8
>60	46.6	11.5	7.7	3.5	1.9	63.6
>55	96.8	24.5	27.5	6.0	6.9	92.4*

(1) DNL values are yearly averages, outdoors
(2) Note that there is some overlap among populations exposed to different noise sources. For example, some of the 96.8 million people exposed to Ldn 55 dB and above from traffic noise are also exposed to aircraft noise.
(3) Construction estimates include both residential and nonresidential exposure.

*Distribution of total exposed to all sources starts at Ldn 58 dB since the analysis involves combining distributions exposed to 55 dB and above.

V. Effects of Noise

A. Noise-Induced Hearing Loss

Hearing loss is one of the most obvious and easily quantified effects of excessive exposure to noise. Its progression, however, is insidious, in that it usually develops slowly over a long period of time, and the impairment can reach the handicapping stage before an individual is aware of what has happened. While the losses are temporary at first, they become permanent after continued exposure, and there is no medical treatment to counteract the effect. When combined with presbycusis, hearing loss naturally occurring with the aging process, the result is a premature impairment that grows inexorably with age.

According to the U.S. Public Health Service (PHS, 1991), some 10 million of the estimated 21 million Americans with hearing impairments owe their losses to noise exposure (as cited in Carney, 1991). The study goes on to say that it is unclear whether the incidence of hearing impairment has risen in recent years because the necessary studies have not been conducted.

1. Extent of noise-induced hearing loss from environmental sources

Although the major cause of noise-induced hearing loss is occupational, substantial damage can be caused by nonoccupational sources. In addition to the frequently-blamed sources of loud music and shooting, noise-induced hearing loss has been noted in the children of farm families, presumably from the frequent use of tractors (e.g., Broste et al., 1979); general aviation pilots because of the high noise levels emitted by piston aircraft (Anon., 1982); and users of earlier generations of cordless telephones because of the placement of the ring mechanism in the earpiece (Orchik et al., 1985 and 1987).

The prevailing notion among parents is that the hearing threshold levels of children are worse than they used to be because of exposure to loud music. Actually, a recent national survey of 38,000 school children found better hearing threshold levels than 30 years ago, but blames the discrepancies on the sampling methods used in the earlier study and the conversion from an older to a nether zero reference level (Lundeen, 1991). There is, however, evidence that the hearing of some young people is being affected by noisy leisure time activities (Axelsson et al., 1987).

Loud music in particular appears to be the cause of hearing impairment and tinnitus in rock musicians. Such luminaries as Pete Townshend and Ted Nugent[8] have acquired substantial hearing losses and are now campaigning for hearing conservation (Murphy, 1989). Some studies point to a hearing hazard for attendees as well (see in Clark, 1991; Clark and Bohne, 1986; Danenberg et al.,1987).

As mentioned above, probably the greatest nonoccupational hazard to hearing comes from sport shooting. Clark (1991) cites studies of industrial workers by Chung et al. (1981), Johnson and Riffle (1982), and Prosser et al. (1988), showing significantly greater hearing losses among sport-shooters than among their nonshooting counterparts. These losses are almost always characterized by worse hearing in the left ear than the right.

The contribution from nonoccupational sources is called "sociocusis" (a contraction of "socio-acusis"). Evidence from primitive societies suggests that the absence of sociocusis explains the large differences in hearing threshold level between these populations and those of the "civilized" nations (Rosen, 1962). Sociocusis, occupational hearing loss, and presbycusis contribute in various

2. The handicap of noise-induced hearing loss

Vowel sounds tend to be low in frequency and high in sound energy, while the consonants are much higher in frequency and have considerably less amplitude. It also happens that consonants provide the primary intelligibility to speech. Because noise damages the ear's ability to perceive high-frequency sounds much earlier and more severely than the low-frequency sounds, individuals with noise-induced hearing loss are at a particular disadvantage in understanding speech.

Individuals with early noise-induced hearing loss often think that other people no longer speak dearly. They soon begin to notice that they have difficulty understanding speech when there is noise in the background, and in groups of people, and that it is hard to identify which person is talking. As the hearing loss progresses, these individuals avoid social occasions and situations where they must listen at a distance, like church and theater. The eventual result can be loneliness and isolation.

3. The study of noise-induced hearing loss

Noise damages the delicate sensory cells of the inner ear, the cochlea. This process can be studied in the laboratory by inducing temporary shifts in hearing threshold level in humans. Over recent years the preferred method of investigation is to produce temporary and permanent threshold shifts in animals, and to study the resulting physiological and anatomical changes in the cochlea, as well as shifts in hearing threshold level. The laboratory allows for strict control of noise level and

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[8] According to Nugent, who has worn an earplug in his right ear since 1967: "My left ear is there just to balance my face, because it doesn't work at all." (Murphy 1989) proportion to an individual's total hearing impairment. While the contribution of each source may be less than significant, the combination of all three can be enough to produce a handicapping condition. As longevity in the U.S. population increases, the toll of noise-induced hearing loss will become increasingly evident (Carney, 1991).

duration, but the durations are usually relatively short because of the time and expense involved. Also there is some controversy over the extent to which the results can be generalized to humans.

Much of the recent laboratory effort in noise research has focused on the structural and functional basis of noise-induced hearing loss, which has been greatly aided by the electron microscope. Investigators have identified the sensory cell's stereocilia and the rootlets which anchor them as the auditory system's most vulnerable components with respect to noise exposure (Libermnan, 1990).

Field studies of noise-exposed workers avoid the problems of species generalization, and the exposure durations can be over many decades. They are usually cross-sectional studies, however, meaning that the current hearing threshold levels are related to noise exposures that have been experienced over many years. Although the current noise measurements may be valid, their validity over prior years usually has to be assumed without benefit of precise data.

4. Risk of hearing impairment from continuous noise

The methods and results of the major field studies of continuous noise exposure conducted in the late 1960s and early 1970s remain unchallenged. Examples are the studies of Burns and Robinson (1970), Baughn (1973), Passchier-Vermeer (1968), and the U.S. National Institute for Occupational Safety and Health (NIOSH, 1973). Data from these studies have been used by various organizations to estimate the risk of hearing impairment over a working lifetime of exposure to noise. These types of studies have also been used by the EPA to estimate the hazard of nonoccupational noise (Guignard, 1973; Johnson, 1973; EPA, 1973a). The data cited above of Burns and Robinson, Baughn, and Passchier-Vermeer went into EPA's identification of a yearly average exposure level of 70 dB as the safe level, which could be experienced over a lifetime (EPA, 1974a)[9].

A new international standard (ISO, 1989), which is based mainly on the data of Passchier-Vermeer and Burns and Robinson, contains formulas for assessing the risk of noise-induced hearing impairment and handicap: using either a highly screened (for non-occupational hearing loss) or an unscreened population as a control group. The data and analyses found in these major studies have not been seriously challenged, and remain in use today.

5. Varying and intermittent noise

There has been some debate over the best rule for combining noise level and duration to assess the damaging effects of noise, especially varying and intermittent noise. This relationship is often called the doubling rate, or nowadays, the exchange rate. The EPA, as well as most other federal agencies (and most European countries, the United Kingdom, some Canadian provinces) use the equal-energy rule, which incorporates a 3-dB exchange rate. OSHA uses the 5-dB exchange rate, and the U.S. Air Force, uses 4 dB. None of these rules makes any provisions for the temporal order of sounds, although the 5-dB exchange rate supposedly represents a simplification of criteria that take a certain number of intermittencies into account.[10]

Investigations of the relationship between noise level and duration have been conducted over recent years using laboratory animals. The results have confirmed the validity of the equal energy (3-dB) rule for single exposures to continuous noise (Bohne and Pearse, 1982; Ward and Turner, 1982),

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[9] The 70-dB 24-hour average sound level can be interpreted as a 75-dB 8-hour average sound level plus an average sound level during the other 16 hours of less than 60 dB (see EPA's Levels Document, p.29, footnote d).

[10] The 5-dB rule does not necessarily provide for intermittencies because it allows uninterrupted exposures to continuous noise at high levels. See Suter 1983.

or when the exposures are broken up into 8-hour, or even 1-hour "workdays", 5 days per week, so long as the sound energy is equivalent (Ward, 1983). There is, however, some benefit to intermittent quiet periods (Ward and Turner, 1982), during which the ear can recover from small, temporary hearing losses. For this reason EPA has adjusted its identified safe level upward by 5 dB[11] since most environmental noise exposures are intermittent in nature. EPA's use of the equal-energy rule and the 5-dB adjustment have not been seriously challenged.

6. Impulse noise

The effects of impulse noise have been studied extensively over recent years, but there is less agreement on this topic than there is for continuous and intermittent noise. Although there was consensus favoring the 3-dB rule at a 1981 international meeting in England (von Gierke et al., 1981), actual dose-response relationships are still elusive. The effects of impulse noise do not always follow the 3-dB rule, in that temporal pattern, waveform, and rise time can affect the growth of hearing loss, despite constancy of sound energy (Henderson and Hamernik, 1986).

Frequency also has some bearing on the damage caused by impulse noise, in that low-frequency impulses produce significantly less damage than sounds in the mid-to-high-frequency range (Price, 1983). The ear appears to be most susceptible to impulses with peaks around 4,000 Hz (Price, 1989). Also, there may be a critical level, above which the ear is considerably more at risk because of a change in the response mechanism. On the basis of his research, Price (1981) has suggested a critical level of 145 dB, with a standard deviation of 8 dB.

7. Susceptibility

Evidence from field studies indicates that men incur more hearing loss than women from comparable noise exposures (Burns and Robinson, 1970; Berger et al., 1978; Royster et al., 1980), and that Caucasians appear to be more susceptible than Blacks to noise-induced hearing loss (Royster et al., 1980). Other factors, such as age, preexposure hearing threshold level, general health, and use of alcohol, have not yet proved to be reliable predictors of susceptibility (Ward, 1986), although

8. Interactions with other agents

Noise can interact with drugs and industrial agents to produce additive or even synergistic effects on hearing. As expected, the higher the levels of noise and the greater the dose of the other agent, the greater will be the resulting hearing loss. The ototoxic properties of certain drugs, most notably the aminoglycoside antibiotics (the "mycin" drugs), are heightened by exposure to noise. Numerous studies of kanamycin plus noise exposure have revealed additive and some synergistic results (Humes, 1984). High doses of salicylates (aspirin) accompanied by noise exposure can produce temporary hearing losses (McFadden and Plattsmier, 1983), but permanent losses do not seem to occur. Cisplatin, used in cancer chemotherapy, is known to be toxic to the auditory system, and has been shown to interact significantly with none exposure (Boettcher et al., 1989).

A variety of industrial agents, which can be potent neurotoxins, have been shown to be capable of producing hearing loss (Fechter, 1989). These agents include heavy melds, such as lead and mercury, organic solvents, such as toluene, xylene, and carbon disulfide, and an asphyxiant, carbon monoxide.

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[11] The identified safe level of 70 dB reflects the incorporation of the 5-dB adjustment there is some indication that the use of tobacco may increase susceptibility to noise-induced hearing loss (Barone, et al., 1987; Stark, et al., 1988)

9. Hearing protectors

As its first (and only) labeling regulation, EPA promulgated a regulation for labeling the attenuation of hearing protection devices (EPA, 1979). The standard required manufacturers to subject their hearing protectors to specific laboratory tests, and to publish a "Noise Reduction Rating" (NRA) on the product's package. The NRA was subsequently adopted by OSHA in its hearing conservation amendment, which required employers to use it in assessing the adequacy of hearing protectors for given noise environments (OSHA, 1981 and 1983). Recent research shows that the NRA greatly overestimates the noise reduction to be achieved by these devices in actual field use.[12] These kinds of findings have led to the formation of a new ANSI working group to investigate alternatives to the current NRA (Berger et al. 1990), and the recommendation that EPA revise its existing labeling regulation (Berger, 1991; Stewart, 1991).

10. Summary: Noise-induced hearing loss

Noise-induced hearing loss is probably the most well-defined of the effects of noise. Predictions of hearing loss from various levels of continuous and varying noise have been extensively researched and are no longer controversial. Some discussion still remains on the extent to which intermittencies ameliorate the adverse effects on hearing and the exact nature of dose-response relationships from impulse noise. It appears that some members of the population are somewhat more susceptible to noise-induced hearing loss than others, and there is a growing body of evidence that certain drugs and chemicals can enhance the auditory hazard from noise.

Although the incidence of noise-induced hearing loss from industrial populations is more extensively documented, there is growing evidence of hearing loss from leisure time activities, especially from sport shooting, but also from loud music, noisy toys, and other manifestations of our "civilized" society. Because of the increase in exposure to recreational noise, the hazard from these sources needs to be more thoroughly evaluated. Finally, the recent evidence that hearing protective devices do not perform in actual use the way laboratory tests would imply, lends support to the need for reevaluating current methods of assessing hearing protector attenuation.

B. Interference With Communication

Noise can mask important sounds and disrupt communication between individuals in a variety of settings. This process can cause anything from a slight irritation to a serious safety hazard involving an accident or even a fatality because of the failure to hear the warning sounds of imminent danger. Such warning sounds can include the approach of a rapidly moving motor vehicle, or the sound of malfunctioning machinery. For example, Aviation Safety (Anon., 1982), states that hundreds of accident reports have many "say again" exchanges between pilots and controllers, although neither side reports anything wrong with the radios.

Noise can disrupt face-to-face and telephone conversation, and the enjoyment of radio and television in the home. It can also disrupt effective communication between teachers and pupils in schools, and can cause fatigue and vocal strain in those who need to communicate in spite of the noise. Interference with communication has proved to be one of the most important components of noise-related annoyance (EPA, 1974a).

In its Levels Document, EPA determined that a yearly average day-night sound level of 45 dB would permit adequate speech communication in the home, and a DNL of 55 dB would permit

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[12] In a summary of 10 studies, Berger (1983) shows that most hearing protectors in the field provide only one-third to one-half the attenuation that they do in the laboratory.

normal communication outdoors at a distance of about 3 meters.[13] These levels also apply to hospitals and educational facilities. Higher average noise levels would be satisfactory for certain nonresidential spaces, such as commercial and industrial facilities, and inside transportation, depending on the degree to which speech communication is critical. Research over the last 20 years has expanded and refined EPA's criteria development in this area, but has not generated any major changes.

1. Prediction of speech interference

Methods of predicting the amount of speech that can be communicated in various noise backgrounds have been available for decades. Probably the most popular and respected method is the articulation index (AI) (French and Steinberg, 1947), which requires the measurement or estimation of the spectrum level of both speech and noise in 20 contiguous bands. Over the past 2 decades investigators have suggested adjustments to the AI for l13-octave bands, reverberation time, various vocal efforts, etc., and more recently for various degrees of hearing impairment (Humes, et al., 1986 and 1987).

The speech interference level (SIL) (Beranek, 1954) provides a quick method for estimating the distance at which communication can occur for different levels of vocal effort. The current method involves measuring octave-band sound pressure levels at 500, 1,000, 2,000, and 4,000 Hz and referring to a chart to determine the die potential communication distance. The basic chart has been expanded to include such parameters as a broader range of voice levels and provisions for room reverberation (Webster, 1983). Additions to both the AI and the SIL have been proposed by Lazarus (1990), who offers modifications and extensions to account for strain on the part of both talker and listener, and the wearing of hearing protectors.

Another popular method to predict speech communication in a variety of conditions, the speech transmission index (STI), has been developed by a Netherlands research group (Houtgast, 1980; Houtgast and Steeneken, 1983). The STI takes into account room volume and reverberation time, in addition to speech and none levels, and distance between talker and listener. A more recent outgrowth, the rapid speech transmission index (RASTI), represents a simplified version of the STI intended for field use, and is available in an instrument conforming to an international standard (IEC, 1987).

Finally the sound level meter's A-weighting network can be successfully used to predict speech interference levels. It is easy to use, available on virtually all sound level meters, and effective when the noise spectra are not complex.

2. Criteria for speech and warning signals

In addition to the classic work of Beranek and his colleagues (Beranek et al., 1971), Beranek has recently refined the traditional curves to account for the annoyance due to low-frequency "rumble" (Beranek, 1989). New criteria for determining acceptable background levels of noise in rooms are also offered by Lazarus (1986a, 1986b, 1987, and 1990). Lazarus includes in his criteria a variety of parameters such as: type of room, type of communication, communication distance, vocal effort, quality of speech intelligibility, AI, communication strain, listener's hearing sensitivity, and the use of hearing protectors.

Guidelines for audible warning signals have been developed by Patterson (1982). These guidelines, which there originally created for civil aircraft, there later adapted to helicopters and even station-

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[13] These levels represent EPA's identification of safe levels of environmental noise to protect the public health and welfare against all adverse effects of noise with the exception of hearing loss.

ary workplaces like hospitals (Patterson, 1985; Rood et al., 1985). Another set of guidelines for acoustic warning signals has been developed by Lazarus and Hoge (1986), and are based on the compatibility of signal type with various desired or undesired situations.

Although criteria have not yet been developed for speech recognition involving nonnative listeners, experiments by Florentine (1985) and Nabelek (1983) indicate that these individuals need more favorable listening conditions (less background noise and reverberation) than their native- language counterparts. These findings have implications for air traffic control systems.

3. The effect of hearing protectors on speech and warning signal perception

Hearing protectors attenuate both noise and the desired signal by equal amounts in a given frequency band, reducing both to levels where the ear is less likely to distort. This process often improves speech recognition when the level of background noise exceeds 80 to 90 dB. However, because hearing protectors usually provide considerably more attenuation in the high frequencies than in the low frequencies, listeners who have high-frequency hearing losses are at a disadvantage. Many speech sounds and some warning signals will be attenuated beyond the range of audibility. This is especially true of individuals whose losses exceed an average of 30 dB at the audiometric frequencies 2000, 3000, and 4000 Hz (Lindeman, 1976). A potential solution for this problem lies in some newly developed hearing protectors with flat attenuation across the frequency spectrum (Allen and Berger, 1990; Killion et. al., 1988). One type of these protectors has already become popular with orchestral musicians (Killion et al., 1988) and even some rock musicians (Cohen, 1990).

Individuals tend to speak more softly when they wear hearing protectors, and consequently, speech communication is degraded when both talker and listener wear these devices (Hoermann et al,, 1984), Hearing protectors also interfere with the localization of sounds in space, and this is especially true of the ability to localize sounds in the vertical plane while wearing ear muffs (Noble, 1981). Both ear plugs and ear muffs cause these types of problems, but it appears that they are more pronounced with ear muffs (Howell and Martin, 1975; Abel et al., 1982). These findings can have serious implications for safety in some circumstances.

4. Scholastic performance

Noise can disrupt communication in the classroom to the extent that the instructional method used in schools close to airports is sometimes nicknamed " jet pause" teaching. Cohen and Weinstein (1981) have reviewed several studies, which, after controlling for socioeconomic factors, indicate that the academic performance of children in quiet schools is better than that of children in noisy schools.

For example, elementary school children on the side of a school facing train tracks. performed more poorly on a reading achievement test than children in classrooms on the quiet side of the school (Bronzaft and McCarthy,:1975).[14] Cohen and Weinstein also discuss research showing that skills, such as auditory discrimination and reading achievement can be adversely affected when children live in noisy circumstances, even though their schools may be no noisier than average. These latter studies indicate that interference with communication in the classroom is not the only

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[14] Bronzaft reported that in 1978 the city of New York reduced the noise of the elevated train and installed acoustical insulation in the affected classrooms, providing a total reduction in the A-weighted noise level of 6 to 8 dB (Bronzaft, 1981). By 1981, there was essentially no difference. in reading achievement between students on the two sides of the school for the classroom studied.

process at work here. Possible additional explanations include adverse effects on children's information processing strategies and their feelings of personal control[15] (Cohen and Weinstein, 1981).

5. Summary: Interference with communication

Interference with speech communication and other sounds is one of the most salient components of noise-induced annoyance. The resulting disruption can constitute anything from an annoyance to a serious safety hazard, depending on the circumstance.

Research over the past 2 decades has expanded and refined methods for predicting communication interference, but has not produced any major changes. Numerous adjustments have been suggested for the AI, the SIL has been modified and refined, and a new predictive method, the STI has been added. Criteria for determining acceptable background levels in rooms have also been expanded and refined, and progress has been made on the development of effective acoustic warning signals.

It is now clear that hearing protection devices can interfere with the perception of speech and warning signals, especially when the listener is hearing impaired, both talker and listener wear the devices, and when wearers attempt to locate a signal's source.

Noise can interfere with the educational process, and the result has been dubbed "jet-pause teaching" around some of the nation's noisier airports, but railroad and traffic noise can also produce scholastic decrements.

C. Effects of Noise on Sleep

Noise is one of the most common forms of sleep disturbance, and sleep disturbance is a critical component of noise-related annoyance. A study used by EPA in preparing the Levels Document showed that sleep interference was the most frequently cited activity disrupted by surface vehicle noise (BBN, 1971). Aircraft none can also cause sleep disruption, especially in recent years with the escalation of nighttime operations by the air cargo industry. When sleep disruption becomes chronic, its adverse effects on health and well-being are well-known.

1. Assessing sleep disturbance

Noise can cause the sleeper to awaken repeatedly and to report poor sleep quality the next day, but noise can also produce reactions of which the individual is unaware. These reactions include changes from heavier to lighter stages of sleep, reductions in "rapid eye movement" (REM) sleep, increases in body movements during the night, changes in cardiovascular responses, and mood changes and performance decrements the next day. The accuracy and efficiency with which these effects are measured has been greatly assisted by the use of contemporary computers. The most popular measurement tool nowadays is electro-encephalography, but other methods, such as electrocardiography, electromyography, and electrooculography are also used, as well as clinical observation, self-assessment surveys, and accelerometry to measure the motion of the bed frame.

As a result of many years of research on the effects of noise on sleep, it is clear that intermittent and impulsive noise is more disturbing than continuous noise of equivalent energy, and that meaningful sounds are more likely to produce sleep disruption than sounds with neutral content. Also, older people are more likely to have their sleep disturbed by noise than younger people. In fact, children appear to be about 10 dB less sensitive to noise-induced sleep disruption than adults (Eberhardt, 1990). Sleep disturbance from noise tends to be greater in the early hours of the morn-

[15] See also the discussion of noise, performance, and behavior in sections D.4, and D.5. below.

ing, when individuals spend more time in lighter sleep stages, and this is particularly true of the elderly.

2. Criteria for sleep interference

In the Levels Document EPA identified an indoor DNL of 45 dB, which translates to a nighttime average sound level of 35 dB, as necessary to protect against sleep interference. However, consensus on the levels of noise that can be tolerated without sleep disruption is incomplete at this time. In an attempt to develop a quantitative model for predicting noise-induced sleep interference, Pearsons et al., (1989) reviewed and analyzed 21 studies. However, the authors there unable to derive dose-response relationships from these studies because of large discrepancies between studies conducted in the laboratory and those conducted in the field.

In a recent review of the noise and sleep research, Griefahn (1990) recommends that the nighttime average sound level be kept below 45 dB in the sleeper's quarters. She cites research by Eberhardt (1987 and 1990; Eberhardt et al., 1987;) and Vallet et al., (1976 and 1990) showing self- reported adverse effects from continual road traffic when the average sound level is 40 dB and physiological responses at an average level of 37 dB. For intermittent road traffic noise, maximum recommended levels for single events (as opposed to average levels) range from 45 to 68 dB, depending on the investigation (Griefahn, 1990). Vallet et al. (1990), recommend maximum outside levels of 65 dB, which, of course, relies on some attenuation by the residence. Griefahn also points out that higher maximum levels can be tolerated if the ambient noise level is not very low, and that the difference between single events and the ambient level should not exceed 8 to 10 dB.

3. After-effects and habituation

Numerous recent investigations have revealed after-effects due to noisy nights. Ohrstrom (1983) found mood changes on the day following nights when the average sound level was as low as 35 dB. Adverse effects on performance, such as increased reaction time, have also been measured (Jurriens et al., 1983), and it appears that older peoples' next day performance is more adversely affected by noise than that of younger people (Griefahn and Gros, 1983).

Although people often believe they get used to nighttime noise, physiological tests point to the contrary. Studies have shown that while the subjective response improves with time, cardiovascular responses remain unchanged (Muzet, 1983). Vallet et al. (1990) conclude that habituation is not complete, even after 5 years of exposure to noise.

4. Summary: Effects of noise on sleep

Noise-induced sleep interference is one of the critical components of community annoyance. It can produce short-term adverse effects, such as mood changes and decrements in task performance the next day, with the possibility of more serious effects on health and well-being if it continues over long periods.

EPA's identified indoor DNL of 45 dB has not been seriously challenged over the past decade, but consensus in this area is lacking. One problem is that different experimenters tend to use a variety of descriptors (DNL, Leq, and maximum single-event levels) and a variety of methods for evaluating the effects (EEG, EKG, self-report, etc.). Perhaps one reason for the lack of clear-cut criteria is that this a complex area to research, requiring considerable time and expense. Another is, of course, a need for more field studies in this area.

D. Effects on Performance and Behavior

EPA did not use the literature on the effects of noise on performance and behavior in the identification of its levels of noise to protect against activity interference. One reason may have been that much of the information at that time related to the occupational setting rather than the general environment. Another may have been the complexity of the topic and the difficulty involved in identifying a single noise level that could apply to a great variety of tasks and conditions. Although these difficulties still pertain, much research has been generated in this area over recent years.[16]

Noise can cause adverse effects on task performance and behavior at work, and in nonoccupational and social settings. These effects are the subject of some controversy, however, since they do not always occur as predicted. Sometimes noise actually improves performance, and sometimes there are no measurable differences between performance in noisy and quiet conditions. The presence and degree of effects depends on a variety of intervening variables.

1. Sensory and motor effects

Experiments on the effects of noise on vision have produced conflicting results, with the suggestion of some effects on visual discrimination (Cohen, 1977). There is evidence, however, that high levels of noise can produce shifts in visual field (Parker, et al., 1976, 1978). High levels of noise can affect vestibular function, especially when the presentation to the two ears is asymmetrical, (or the level of attenuation is greater in one ear) (Harris, 1968). Impulsive or other sudden loud sounds can produce a startle response that does not completely habituate with repeated, predictable exposures (May and Rice, 1971).

2. Noise variables

Sound level is one of the most important parameters when predicting performance effects. The level of noise necessary to produce adverse effects is greatly dependent upon the type of task. Simple tasks remain unaffected at noise levels as high as 115 dB or above, while more complex tasks are disrupted at much lower levels. Until fairly recently, the level of beginning effects was thought to be around 95 dB for most conditions, but a summary of recent research (Jones, 1990) points to effects at much lower levels. Effects on serial reaction tasks have been noted for continuous noise with C-weighted noise levels of 90 dB (Jones, 1983) and for intermittent noise with C-weighted levels of around 80 dB (Lahtela et al., 1986).

Frequency and temporal characteristics also play a part. High-frequency sound is more disruptive titan low-frequency sound, and intermittent noise can affect performance more adversely titan continuous noise of equivalent energy. Aperiodic intermittencies are more likely to produce adverse effects than regular ones, and impulse noise may be even more disruptive. Again the effects are variable, depending upon task complexity and other factors.

Much of the important research in the effects of noise on performance conducted over the last decade has focused on the effects of irrelevant speech.[17] The adverse effects of irrelevant speech appear to be fairly independent of sound level, at least in the 55-95 dB range, and therefore, are not mitigated simply by attenuating them by 10 dB or so (Jones, 1990). It also appears that irrelevant speech affects processes involving memory (e.g., reasoning, mental arithmetic, and problem solving)

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[16] For a comprehensive review of the effects of noise on job performance, see Suter, 1989.

[17] The initial work was performed by Salame and Baddeley (1982, 1983, and 1987), and has been summarized by Jones (1990) at a recent conference in Stockholm.

rather than attention. With respect to reading tasks, however, meaningful speech is more disruptive than meaningless speech (Jones, 1990). These findings have significance for many modern work and school environments, where information processing and exchange is so important, especially those of the "open plan" variety.

3. Task variables

Task complexity has been identified in numerous experiments as a crucial determinant of the effects of noise on performance. Noise exposure usually leaves simple routine tasks unaffected, and can even improve performance of monotonous tasks, presumably by elevating one's level of arousal (Broadbent, 1971). Some tasks, such as tracking and jobs requiring intellectual function, can be momentarily disrupted without decrements in overall performance (Broadbent, 1979). But if the noise level is sufficiently high or if the task becomes more complex, noise will have an adverse effect. When two or more tasks must be performed simultaneously in a noisy environment, performance on the primary task usually remains unaffected, while performance on the subsidiary task deteriorates (Hockey and Hamilton, 1970; Davies and Jones, 1975; Finkleman and Glass, 1970).

4. After-effects

It seems that noise can have even greater effects after than during exposure. The most common after-effect appearing in the experimental literature is a reduced tolerance for frustration, manifested in a series of experiments as a reduction in willingness to persist in trying to solve insoluble puzzles (Glass and Singer, 1972; Percival and Loeb, 1980). This research also indicates that predictability of the noise signal greatly reduces its adverse after-effects (Glass and Singer, 1972). One study found that the type of noise also influenced the after-effect. Aircraft noise modified to produce sudden onsets and offsets resulted in a lower tolerance for frustration after the exposure than white noise that ad been similarly modified (Percival and Loeb, 1980).

5. Effects of noise on social behavior

There is an extensive literature concerning the effect of noise on social behavior, and just a few examples of this research will be discussed here. Singer et al. (1990) point out that noise has been used as a noxious stimulus in a variety of investigations because it produces the same biological and psychological effects as other stressors. In fact, they observe that the effects of noise combined with perceived control have been frequently demonstrated, and these investigations have also been extended to many other situations where the presence of control reliably moderates the effects of stress.[18]

In a frequently-cited laboratory study, Matthews and Cannon (1975) found that fewer subjects there willing to help someone who had "accidentally" dropped materials when background noise levels there 85 dB than when they there 65 dB. In a subsequent field study, the same results there demonstrated in a background of lawn mother noise, and this time the addition of a cast on the "victim's" arm enhanced helping behavior under quiet conditions, but failed to do so during the noise episodes (Matthews and Cannon, 1975). In another such experiment, Sauser et al. (1978) found that subjects recommended lower salaries for fictitious employees when exposed to A-weighted levels of office noise at 70 to 80 dB than in quiet. Broadbent (1979 and 1983) cites additional evidence suggesting that subjects will give each other increased amounts of shock and noise when they themselves are exposed to noise, and also cites evidence that noise increases anxiety levels (Broadbent, 1983).

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[18] Singer et al. (1990) cite the research of Langer and Rodin on the effects of patient control in a nursing home situation.

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As mentioned above, the presence of control, or even perceived control, is one of the most important predictors of adverse behavioral effects. Subjects who perceive that they have control over the noise show significantly greater tolerance for frustration than subjects without control, even if the control is never exercised (Glass and Singer, 1972). In a recent experiment, Singer and his colleagues found that subjects who there told that they had control of an A-weighted, 103-dB noise stimulus showed significantly greater persistence on a difficult task than subjects who had no control or subjects that had control for only part of the experiment (Singer et al., 1990). This finding occurred despite the fact that the subjects with only partial control reported feelings of control no different from those with full control. To the extent that these findings can be generalized to populations living in noisy areas, this kind of research may have significant sociological implications.

6. Summary: Effects on performance and behavior

Noise can adversely affect task performance in a variety of circumstances. In the past, research in this area has focused mainly on the occupational setting, where noise levels must be sufficiently high and the task sufficiently complex for performance decrements to occur. Recent research implicates more moderate noise levels, especially when speech is the disruptive noise stimulus. Some research indicates that noise can also produce disruptive after-effects, commonly manifested as a reduced tolerance for frustration, and it appears that the presence and timing of control over the noise are critical to the prediction of after-effects. Even moderate noise levels can increase anxiety, decrease the incidence of helping behavior, and increase the risk of hostile behavior in experimental subjects. These effects may, to some extent, help explain the "dehumanization" of today's urban environment.

E. Extra-Auditory Health Effects

Noise has been implicated in the development or exacerbation of a variety of health problems, ranging from hypertension to psychosis. Some of these findings are based on carefully controlled laboratory or field research, but many others are the products of studies that have been severely criticized by the research community. In either case, obtaining valid data can be very difficult because of the myriad of intervening variables that must be controlled, such as age, selection bias, preexisting health conditions, diet, smoking habits, alcohol consumption, socioeconomic status, exposure to other agents, and environmental and social stressors. Additional difficulties lie in the interpretation of the findings, especially those involving acute effects. For example, if noise raises blood pressure on a temporary basis, will prolonged exposure produce permanent changes? In cases where these effects are permanent but slight, what are the long-term implications? These types of questions and problems have caused this particular area of noise research and criteria development to be very controversial.

1. Theoretical basis

Noise is considered a nonspecific biological stressor, eliciting a response that prepares the body . for action, sometimes referred to as the "fight or flight" response. The physiological mechanism thought to be responsible for this reaction is the stimulation by noise (via the auditory system) of the brain's reticular activating system (Cohen, 1977). Neural impulses spread from the reticular system to the higher cortex and throughout the central nervous system. Noise can, therefore, influence perceptual, motor, and cognitive behavior, and also trigger glandular, cardiovascular, and gastrointestinal changes by means of the autonomic nervous system. Evidence of these effects, however, is not easy to. come by. Despite decades of research and probably hundreds of studies, relatively little can be said with much confidence.

2. Effects on blood pressure

Probably the most attention has been directed toward cardiovascular effects, especially potential elevations in blood pressure. Many studies of the stressful effects of noise have been conducted on rodents and other laboratory animals. the advantage of these studies is that they offer a greater degree of control and it is possible to have longer exposures than with human subjects. The disadvantages are that there is difficulty generalizing to humans, especially with the smaller animals, the expense involved when larger animals are used, and the prevailing public sentiment against animal experimentation.

EPA sponsored one of the most notable animal studies of noise exposure, in which Peterson and his colleagues performed five sets of experiments on the cardiovascular effects of noise on monkeys (Peterson et al., 1978, 1981, and 1983). The stimulus consisted of A-weighted levels of workplace noise at 85 to 90 dB, and the exposures there as long as 9 months. The results showed significant elevations of both systolic and diastolic blood pressure the fact that these changes persisted long after exposure cessation argues for a chronic effect, at least in this case. Unfortunately, an attempt to replicate this experiment with another primate model was discontinued for lack of funding after only two subjects had been exposed (Turkkan, et al., 1983). Relatively few animal experiments have been conducted in this area over recent years.

With respect to laboratory investigations involving human subjects, Rehm (1983) cites six studies showing increases in blood pressure, but questions whether these effects would be permanent. In an attempt to identify more susceptible populations, Michalak et al. (1990) investigated the effects of low-flying aircraft on elderly subjects. Using recorded aircraft sounds, they found significant increases in both systolic and diastolic blood pressure after exposure to the two types of noise, with significantly greater response to the rapid-onset flyover noise. Whether or not these increases would become permanent with protracted exposure is not known.

Field studies of noise and blood pressure among workers or community residents are becoming increasingly popular, but the results are not always consistent. Rehm (1983) has reviewed 14 field studies, mostly of occupational noise exposure, and reports that the majority showed significant increases in either systolic or diastolic blood pressure, or both. Van Dijk et al. (1983), however, reports that six other studies of exposure to occupational noise found no significant differences between exposed and nonexposed groups.

Knipschild and Oudshoom (1977) avoided some of the pitfalls characteristic of epidemiological studies by examining a population near the Amsterdam airport before and after an increase in exposure to aircraft noise, and comparing it to a nonexposed population nearby. The dependent variable was the purchase of certain prescription drugs: tranquilizers, sleeping pills, antacids, and cardiovascular drugs. The investigators found that the use of these drugs in the nonnoise area was essentially stable, whereas the use of most types of these drugs in the area newly impacted by noise increased steadily over the years investigated. This increase was especially noticeable for antihypertensive drugs.

In a more recent review, van Dijk (1990) analyzed 12 cross-sectional studies, with half of them showing a positive relation between noise exposure and blood pressure, and the others no significant effects. Van Dijk criticizes these kinds of investigations for the following kinds of weaknesses: inadequate description of noise and blood pressure measurements; absence or inadequate control of intervening variables; use of hearing loss as a determinant of exposure magnitude; use of hearing. protectors; and questionable interpretation of the results. Part of the problem may be that the investigators often come from only one discipline, when, in fact, a multi-disciplinary team is needed.

Thompson and Fidell (1990) recommend the use of prospective or case-control models, rather than the more convenient cross-sectioned study, and they stress the importance of adequate sample size. They maintain that because any changes in blood pressure resulting from community noise are likely to be small, careful controls, large sample sizes, and at least 5 years of exposure to noise would be nerved to identify significant effects.

3. Effects on blood chemistry

Blood chemistry is also of interest in studies of wire exposure and the cardiovascular system. In the review cited above, Rehm (1983) reports on a series of experiments, both laboratory and field, which show increased levels of the catecholamines epinephrine and norepinephrine. Among them are the series of experiments by Ising and his colleagues (1981a, 1981b, 1981c), showing a connection between noise exposure and magnesium metabolism and humans and animals. According to Rehm, this finding suggests a possible mechanism for cardiovascular effects in that a chronic magnesium imbalance can lead to increased intracellular levels of calcium (in the heart, for instance), which, in turn, can cause vasoconstriction and increases the sensitization for catecholamines.

A large epidemiological study, the Caerphilly and Speedwell Heart Disease Study in England, holds some promise for investigating the effects of road traffic noise (Babisch and Gallacher, 1990). This study of heart disease and a variety of environmental factors uses both the cross-sectional and prospective approaches, and should continue for more than 10 years. The investigators have performed detailed noise exposure measurements. Sample sizes of more than 2000 men have been drawn from both the Caerphilly and Speedwell communities, and controls for age, socio-economic factors, family history, body weight, smoking habits, alcohol, and physical activity have been instituted. Initial results (from the cross-sectional study) indicate significant noise related elevations of serum cholesterol and glucose levels, and plasma viscosity, with an absence of significance for blood pressure or any of the other cardiovascular risk factors. The authors point out that all of the effects there slight, but even small increases, should they prove to be real, would be relevant to the public health.

4. Interactions

Several investigators have suggested that aversion to noise may be more highly correlated with health problems than the noise itself. For example, a study by Rehm (1983) found a significant correlation between noise annoyance and cardiovascular disorders. Her data also suggest that those with existing health problems are more annoyed by environmental factors, such as noise. Similarly, Rovekamp (1983) found that subjects who described themselves as sensitive to noise showed significantly greater noise-induced increases in peripheral vasoconstriction than their "normal" counterparts. Finally, a recent study . of road traffic and aircraft noise failed to show a significant increase in blood pressure resulting from noise, but did show a correlation between the presence of noise and subjective health complaints (Pulles et al.,1990). Differences in effects between noise and non-noise groups there dependent upon the subjects' perceived control over the noise, but independent of noise level.

5. Other adverse effects

Adverse health effects from noise exposure other than cardiovascular effects are even more difficult to isolate. Several studies have investigated the effects of noise on fetal development, with inconclusive results. Some have shown an indication of reduced birth weight or an increase in premature births, but the effects are usually slight, and (except in one case, McDonald et al., 1988), not statistically significant (Rehm and Jansen, 1978; Knipschild et al.., 1981).

The effects of noise on documented mental health disorders are likewise inconclusive. Rehm (1990) cites a series of studies showing increased numbers of psychoneurotic and psychosomatic complaints due to noise exposure, but whether or not these complaints lead to chronic disfunction or illness is not obvious.

6. Summary: Extra-auditory effects

As a biological stressor, noise can influence the entire physiological system. Most effects appear to be transitory, but with continued exposure some effects have been shown to be chronic in laboratory animals. Probably the strongest evidence lies in the cardiovascular effects. However, many studies show adverse effects, while many others show no significant differences between experimental and control populations.

Undoubtedly because of the lack of consistent evidence in thin area, EPA could not use data on extra-auditory health effects in its identification of safe levels of environmental noise. Instead, this subject was relegated to a brief discussion in an appendix in the Levels Document. Although considerable attention was devoted to this topic at the international conference in Yugoslavia, and some coverage was given in the 1973 Criteria Document, the evidence was far from sufficient and much too complex to enable the formulation of dose-response relationships. Later, EPA did fund some promising research in this area (Hattis and Richardson, 1980; Peterson et al., 1978, 1981, 1983; Turkkan, 1983), some of which has clearly demonstrated adverse cardiovascular effects at noise levels typical of occupational settings.

In the interim, there has been considerable European research activity in this area, but nearly 20 years later, criteria are still lacking. What is available, however, should give public policymakers as well as noise producers some reason for concern, especially in situations where those impacted by the noise have no control over or perceive they have no control over their exposures.

F. Annoyance

Annoyance is the measured outcome of a community's response to survey questions on various environmental and other factors, such as noise exposure. Although annoyance in individuals is sometimes measured in the laboratory, field evaluations of community annoyance are most useful for predicting the consequences of planned actions involving highways, airports, road traffic, railroads, or other noise sources. Factors directly affecting annoyance from noise include interference with communication and sleep disturbance, which have been discussed in earlier sections. Other less direct effects are disruption of one's peace of mind, the enjoyment of one's property, and the enjoyment of solitude. The consequences of noise-induced annoyance are privately felt dissatisfaction, publicly expressed complaints to authorities, and potential adverse health effects, as suggested above.

"Annoyance" has been the term used to describe the community's collective feelings about noise ever since the early noise surveys in the 1950s and 1960s, although some have suggested that this term tends to minimize the impact. While "aversion" or "distress" might be more appropriate descriptors, their use would make comparisons to previous research difficult. It should be clear, however, that annoyance can connote more than a slight irritation; it can mean a significant degradation in the quality of life. This represents a degradation of health in accordance with the WHO's definition of health, meaning total physical and mental well-being, as well as the absence of disease.

1. Predicting annoyance for public policy purposes

To facilitate the development of criteria and public policy, Schultz (1978) summarized and analyzed a large number of studies of community annoyance from aircraft, road traffic, and railroad noise. As

part of this effort, Schultz made several simplifying assumptions, among them that the percentage of the population determined to be "highly annoyed" would be the only parameter plotted as a function of day-night average sound level. The resulting curve portrays annoyance as independent of noise source, and it has been dubbed the Schultz curve.

Recently, Fidell et al. (1991) reanalyzed the original data used by Schultz, adding new data from it community noise surveys. The resulting function shows slightly greater annoyance in the range between DNLS of 51 dB and 72 dB, and slightly less annoyance above about a DNL of 76 dB than the original curve. In general, the two curves are fairly close, indicating that the new studies have not drastically altered the prediction of community annoyance, at least when reactions to various noise sources are plotted together. When annoyance from various noise sources is analyzed separately, however, the new data are quite revealing, as will be discussed below.

Although it has been used internationally in the formation of noise policy, the Schultz curve has been the subject of much debate (Kryter, 1982a, 1982b; Griffiths, 1983). For example, Griffiths (1983) criticizes Schultz for treating attitudinal data categorically (highly annoyed or otherwise) rather than scaling it, for failing to analyze the distribution of annoyance, for assuming a fixed threshold for noise-related annoyance, and for choosing such an extreme criterion as highly annoyed. Perhaps because of these reasons, as well as a number of others, researchers and policymakers are beginning to examine alternatives to the Schultz curve for predicting community annoyance from noise.

2. Metrics

The metrics most commonly used to describe the relationship between noise and community annoyance are the equivalent continuous sound level, and the day-night average sound level (DNL), composite ratings based on the A-weighted sound level. The DNL is used almost exclusively for airport planning in the U.S., but this practice has recently been called into question. For example, the importance of communication and relaxation in the evening hours has been recognized (in California and occasionally in Europe) by the use of the community noise equivalent level (CNEL), a metric that includes a 5-dB penalty for noises occurring between 7:00 and 10:00 pm as well as the 10-dB nighttime penalty (California Code of Regulations, 1990). In a study of the communities surrounding two French airports, residents expressed the greatest annoyance during the hours between 7:00 and 11:00 pm (Francois, 1977).

Some authorities are considering the use of the sound exposure level (SEL) for evaluating the effects of single events, such as aircraft flyovers (EPA/FAA, 1990). The importance of other parameters are also being considered, such as rise time (or onset time) as an indicator of the annoyance from low-flying military aircraft (Harris, 1989). Officials from the U.S. Forest Service report that their agency has begun to use an aircraft detectability criterion to site recreational facilities (Harrison et al., 1990).

3. Criteria

Community annoyance resulting from noise-induced activity interference was one of the most important considerations in EPA's identification of an outdoor DNL of 55 dB as the "safe" level of environmental noise (EPA, 1974a). Some years later, a Federal Inter-Agency Committee on Urban

Noise (FICUN) developed guidelines for considering noise in land-use planning and control (DOT, 1980).[19]

In its noise zone classification table, "minimal" exposures to noise there defined as DNLS below 55 dB, and between DNLS of 55 and 65 dB, the exposures there labeled "moderate." However, all of these exposures there considered "acceptable" according to land-use planning standards specified by the Department of Housing and Urban Development (HUD). No research was cited to support these conclusions. In a footnote, FICUN stated the following:

HUD, DOT and EPA recognize Ldn = 55 dB as a goal for outdoors in residential areas in protecting the public health and welfare with an adequate margin of safety (Reference: EPA "Levels" Document.) However, it is not a regulatory goal. It is a level defined by a negotiated scientific consensus without concern for economic and technological feasibility or the needs and desires of any particular community.

The Department of Transportation's Federal Aviation Administration (FAA) has adopted a DNL of 65 as the point above which residential land-use becomes "normally unacceptable." Below this level, the FAA does not require airport authorities to draw noise contours or discuss the impact of airport noise on the surrounding communities for purposes of compatibility planning or to receive grants under the Part 150 program.[20] Thus, public policy decisions, at least on the federal level, have not considered the annoyance of individuals living in the DNL 55-65 dB range.

Recent research confirms the findings of earlier investigations relied upon by the EPA, that annoyance is often generated at day-night average sound levels well below 65 dB (Fidell et al., 1985; Fidell et al., 1991; Hall et al., 1981). Figures 4 and 5 from Fidell et al. (1991) portray the responses from surveys of two mid-sized airports in California: Burbank Airport and the Orange County Airport. The percentage of respondents highly annoyed is depicted as a function of DNL, and compared to the Schultz curve. Both studies show significantly greater numbers of people highly annoyed than would have been predicted by the Schultz curve. For example, at 60 dB, as many as 70 percent of the Burbank population described themselves as highly annoyed and some 40 percent near the Orange County Airport.

Presumably because of this kind of evidence, another interagency task force has convened to discuss the extent to which day-night average sound levels below 65 dB should be taken into account in assessing the impact of aircraft/airport noise, and to examine the possible need for a single-event metric to supplement the DNL (EPA/FAA, 1990).[21]

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[19] FICUN was an ad-hoc interagency panel composed of representatives from EPA, FAA, HUD, the Department of Defense, and the Veterans Administration. In 1990 another such group, the Federal Interagency Committee on Noise (FICON) has been activated (focussing mainly on aircraft noise), but a report has not been published to date.

[20] Part 150 studies are conducted at airports where the noise generated by airport construction or expansion is potentially incompatible with the surrounding community. These studies must follow the procedure set out by Federal Aviation Regulations (FAR) Part 150.

[21] The U.S. EPA and FAA put together an intragency agreement to examine the extent to which single event analyses and information beyond the Ldn = 65 contour provide useful additions to current methods of evaluating potential airport noise impacts. Under this agreement, a contractor would identify eight existing airports and perform a quantitative analysis using existing data. No new annoyance data would be developed.

4. Sources

The sources of noise producing community annoyance are primarily aircraft, road traffic, and railroad noise, although noise from industry, construction, and within buildings can also be problematical. The leading offenders are usually aircraft and road traffic noise, although the hierarchy depends upon many factors, such as urbanization, numbers of noise events, and proximity to the sources. Recent research indicates that, despite equivalent noise levels, some sources of community noise are more annoying than others, providing further indication that the Schultz curve cannot be valid for all circumstances.

Treating annoyance from all sources with one predictive curve provokes the hoards of oversimplification. De Jong (1990a) reports that an analysis of Dutch studies carried out over the previous 15 years showed that aircraft and highway noise produced considerably more annoyance than equivalent levels of train, tramway, and urban road noise (Miedema, 1988). The divergence was particularly pronounced at high noise levels. The fact that aircraft generate more annoyance than surface transportation is portrayed dramatically in the analysis described above by Fidell et al. (1991), where annoyance related to mid-sized airports appears substantially greater than that predicted by the Schultz curve, while annoyance from urban sources, such as trains, trams, and street traffic, is considerably less than that predicted by the Schultz curve.[22] Figures 6 and 7, also from Fidell et al. (1991), depict data from British and Swedish railroad studies, showing somewhat less annoyance from these sources in relation to the Schultz curve.

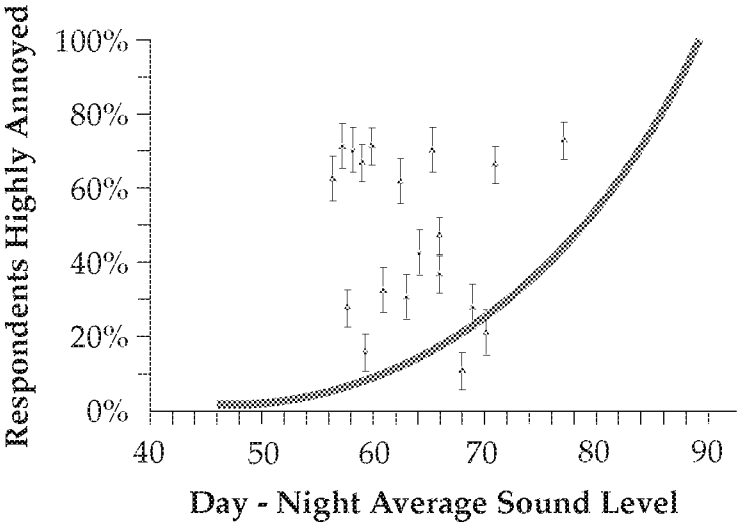

Relationship of data from Burbank Airport Study to 1978 synthesis (Schultz) curve, showing percentage of respondents highly annoyed as a function of day-night average sound level. (After Fidell et al. 1991)

[22] See also Fidell et al. (1985), Hall et al. (1981), and de Jong (1990).

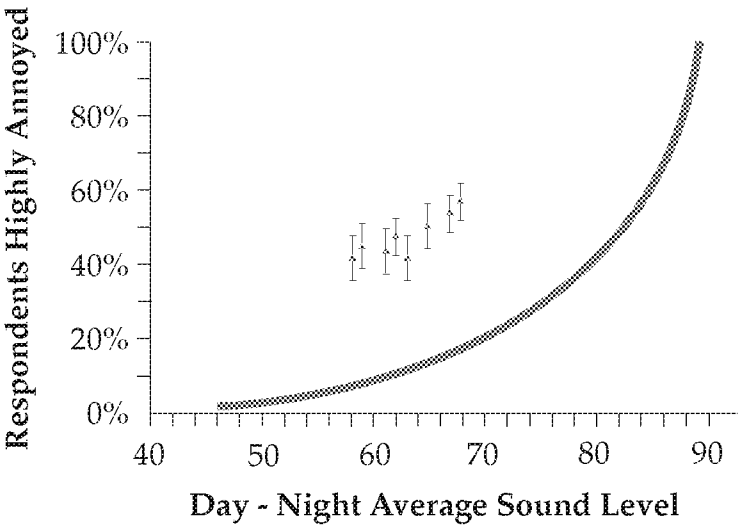

Figure 5
Relationship of data from Orange Country Airport Study to 1978 synthesis (Schultz) curve, showing percentage of respondents highly annoyed as a function of day-night average sound level. (After Fidell et al., 1991).

The explanation for these source-related differences is not necessarily that aircraft noise is inherently more annoying than surface transportation noise. It may be related to differences in people's criteria for responding to various noise sources (de Jong, 1990b; Green and Fidell, 1991). Or it may be caused by differences in sensitivity which are actually biologically based.[23] Green and Fidell (1991) point out that this evidence does not discredit the predictive validity of the DNL, but suggest that communities adopt a more sensitive criterion when evaluating the impact of aircraft noise.[24]

Impulse noise also appears to be more annoying than continuous noise of equivalent energy, and various penalties have been proposed ranging from 0 dB at relatively high ambient noise levels of about 67 dB, to 10 dB at ambient levels as low as 35 dB (Rice, 1983). Vos and Smoorenburg (1983) have recommended a formula for computing the impulse noise penalty, taking into account the type of noise source, the signal level, and the ambient noise level.

As de Jong points out (1990b), most people are exposed to some combination of noise sources, posing a very complex predictive problem. Several models for predicting noise annoyance from complex sources have been proposed, but most fail to solve the difficult theoretical problems involved (de Jong cites Berglund et al., 1981, and Miedema, 1985). Among the groups working on these models are the Institute for Sound and Vibration Research in England, and the Netherlands' Organization for Applied Scientific Research, TNO.

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[23] De Jong (1990b) cites the work of Di Nisi et al. (1987) and Ising, et al.(1981b) to support this theory.

[24] Green and Fidell found a difference of 5.2 dB bettheen the noise levels at which the same percentage of people are highly annoyed by aircraft noise versus noise from surface transportation.

5. Nonacoustics variables

Although it is dear that community annoyance is positively correlated with noise exposure level, other variables also appear to be important, such as ambient noise level, time of day and year, location, and socioeconomic status. None of these other variables, however, is as powerful as the attitude of the residents surveyed. This is a good example of the fact that the human being is not a black box, where the effect is a simple consequence of the input. In a recent analysis of 280 social surveys, Fields (1990) examined 17 hypotheses as they relate to community annoyance from noise. Besides noise exposure level, the only variables Fields identified as strongly correlated with noise annoyance there the attitudinal hypotheses: (1) fear that the noise source might be a danger to the neighborhood, (2) belief that the noise is preventable, (3) awareness that non-noise problems are associated with the noise source, (4) stated sensitivity to noise, and (5) belief that the economic activity represented by the source is not important for the community.

6. Habituation

The evidence is fairly dear that so long as the stimulus remains the same, noise annoyance does not subside over time (e.g., Fields, 1990). Griffiths (1983) cites studies showing no habituation for highway noise 4 months to 2 years after the opening of new routes. De long (1990) found that annoyance in a previously surveyed community increased by 10 percent with no change in noise levels. He suggests that this increase could represent a shift of internal criteria due to increased publicity and other factors, or perhaps an increase in physiological sensitization.

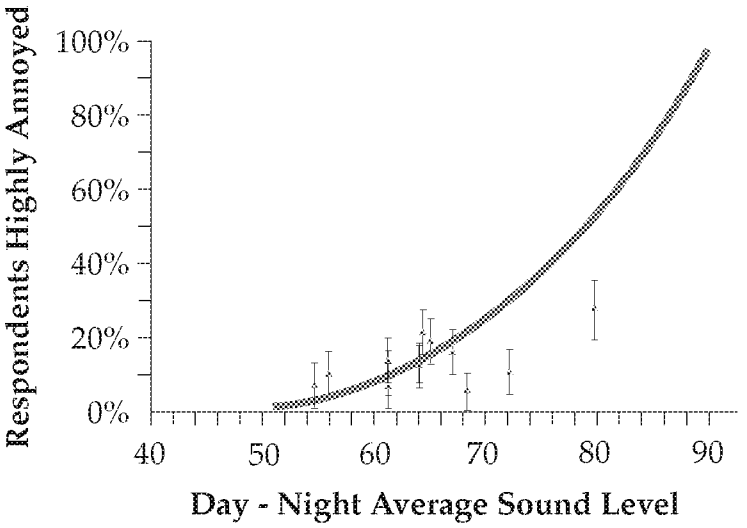

Figure 7 - Relationship of data from Swedish Railroad Study to 1978 synthesis (Schulz) curve, showing percentage of respondents highly annoyed as a function of day-night average sound level. After Fidell et al, 1991).

There has been very little study of the effects of noise-related annoyance on general health, although this would appear to be a fertile field. The study mentioned in section E.4, above by Rehm (1983) suggests a relationship between annoyance and cardiovascular disorders. Likewise, another study indicates a connection between noise and subjective health complaints (Pulles, et al., 1990). De Jong (1990a) refers to the recent use in Germany of the concept of "substantial annoyance" as a

predictor of possible health damage.[25] He recommends the development of an integrated theory of noise effects "to uncover the relationships among medical, physiological, behavioral, and ecological effects of environmental noise. " (de Jong, 1990a, p.520)

8. Summary: Annoyance

Annoyance can be viewed as the expression of negative feelings resulting from interference with activities, as well as disruption of one's peace of mind and the enjoyment of one's environment. Although this reaction can run the gamut of mild irritation to extreme distress, only responses categorized as "highly annoyed" (and greater) have been used to measure the impact of noise on communities. The most respected and widely used criterion to assess community annoyance in the U.S. has been the Schultz curve, although this criterion has been the subject of heated debate. Several recent studies indicate that the Schultz curve underestimates annoyance due to aircraft noise and overestimates annoyance from the noise of urban traffic and trains, leading to the conclusion that annoyance from these categories should be assessed separately. In addition, there has been growing interest in supplementing the traditional DNL with a descriptor for single events.

EPA's Levels Document identified the outdoor level to protect against activity interference as a day-night average sound level of 55 dB. This identification was not to be construed as a standard or regulation,[26] but as information to aid states, localities, and the general public. Later, an interagency task force identified average levels between 55 and 65 dB as "acceptable" for purposes of land-use planning. The DNL 65-dB criterion, which has been applied particularly to airport noise assessments, is now being reconsidered by another interagency task force.

There is evidence that impulse noise is more annoying than continuous noise of equivalent energy, and various correction factors have been proposed to account for the difference. In addition, most people are exposed to a combination of noise sources, and models for predicting the resulting annoyance are in the formative stages.

The most important variables other than noise exposure level relate to people's attitudes about the noise, such as fear of possible danger, stated sensitivity, and the belief that the noise is preventable. Finally, it appears that noise-related annoyance does not subside over time.

VI. Conclusions

Noise has a significant impact on the quality of American life. There is no evidence that the impact has diminished in the years since ONAC was abolished. Rather, it appears that the impact is at least as great, and most probably greater, than it was 10 years ago, due to population growth, especially in urban areas, and the proliferation of certain noise sources.

A considerable amount of noise effects research has been conducted over the last decade, much of it taking place in the European nations where governmental concern about noise is greater than it is in the U.S. at this time. These studies have expanded the knowledge base and filled certain gaps. Many of them suggest important interrelationships between the various noise effects that remain largely unexplored. For example, perceived control over noise appears to decrease its adverse effects on the subsequent performance of certain tasks. The concept of control also has a bearing on annoyance from noise, as do several other nonacoustic factors. Annoyance appears to be related to

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[25] De Jong cites Jansen (1986).

[26] See Foreword, Levels Document (EPA, 1974a).

extra-auditory health effects, and chronic sleep interference, which is a component of annoyance, can have adverse effects on health and well-being.

All of these effects are, to a varying degree, stress related. Nowadays there is increasing evidence in the medical literature on the relationship between stress and illness, one which is often exacerbated by lack of control.

Cumulatively, this evidence suggests the potential for a unifying hypothesis that may well explain some of the health effects that have been observed in connection to noise exposure, but have usually been dismissed because of the absence or insufficiency of direct cause and effect relationships. Such a hypothesis, however, can only be validated by a new interdisciplinary approach, one which takes a broader and somewhat different perspective than is currently employed. This approach could very well provide the key to understanding a great deal more about the general impact of noise on society, and the extra-auditory effects in particular.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

THE HEALTH EFFECTS OF AIR POLLUTION ON CHILDREN

Fall 2000

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Introduction

Air pollution has many effects on the health of both adults and children. The purpose of this article will be to examine what is known about how air pollution affects health, especially children's.

Over the past several years the incidence of a number of diseases has increased greatly. Asthma is perhaps the most important disease with an increasing incidence, but other diseases, such as allergic reactions, bronchitis and respiratory infections also have been increasing. The cause of these increases may be due at least in part to the effects of air pollution. This review will address the following questions:

1. Why are children more susceptible to the effects of air pollution than adults?
2. Which air pollutants have the greatest impact on the health of children and adults?
3. What can be done to reduce the effects of air pollution on children's health?

Why are Children More Susceptible to Air Pollution Than Adults?

In many health effects research studies, children are considered as if they were small adults. This is not really true. There are many differences between children and adults in the ways that they respond to air pollution. For example, children take in more air per unit body weight at a given level of exertion than do adults. When a child is exercising at maximum levels, such as during a soccer game or other sports event, they may take in 20 percent to 50 percent more air -- and more air pollution -- than would an adult in comparable activity.

Another important difference is that children do not necessarily respond to air pollution in the same way as adults. Adults exposed to low levels of the pollutant ozone will experience symptoms such as coughing, soreness in their chests, sore throats, and sometimes headaches. Children, on the other hand, may not feel the same symptoms, or at least they do not acknowledge them when asked by researchers. It is currently not known if children actually do not feel the symptoms or if they ignore them while preoccupied with play activities.

This probably does not mean that children are less sensitive to air pollution than adults. There are several good studies that show children to have losses in lung functions even when they don’t cough or feel discomfort. This is important because symptoms are often warning signals and can be used to trigger protective behavior. Children may not perceive these warning signals and might not reduce their activities on smoggy days.

Children also spend more time outside than adults. The average adult, except for those who work mostly outdoors, spends most of their time indoors -- at home, work, or even at the gym. Children spend more time outside, and are often outdoors during periods when air pollution is at its highest.

The typical adult spends 85 percent to 95 percent of their time indoors, while children may spend less than 80 percent of their time indoors. Children may also exert themselves harder than adults when playing outside.

Perhaps the most important difference between adults and children is that children are growing and developing. Along with their increased body size, children's lungs are growing and changing, too.

The Lung's Important Role in Health
The lung is an extremely complex organ. While most organs in your body are made up of a few different types of cells, the lung contains more than 40 different kinds of cells. Each of these cells is important to health and maintaining the body's fitness.

Air pollution can change the cells in the lung by damaging those that are most susceptible. If the cells that are damaged are important in the development of new functional parts of the lung, then the lung may not achieve its full growth and function as a child matures to adulthood. Although very little research has been conducted to address this extremely important issue, this review will discuss the information that is available.

USC Children's Health Study
Recent results from the Children's Health Study, conducted by investigators at the University of Southern California, suggest that children with asthma are at much greater risk of increased asthma symptoms when they live in communities with higher levels of ozone and particles and participate in three or more competitive sports. Having said all this, the purpose of this review is not to discourage children or adults from normal daily activities and outdoor exercise. Exercise has very important, beneficial outcomes. Appropriate exercise and prudent exposures of children and adults should be encouraged even in an environment that may always contain some amount of air pollution.

Which Air Pollutants Have the Greatest Impact on the Health of Children and Adults?

Ozone

Ozone is one of the most important air pollutants affecting human health in regions like Southern California.

Ozone (O_3) is a molecule built of three atoms of oxygen linked together in a very energetic combination. When ozone comes into contact with a surface it rapidly releases this extra force in the form of chemical energy. When this happens in biological systems, such as the respiratory tract, this energy can cause damage to sensitive tissues in the upper and lower airways.

Ozone formation

Because ozone forms as a product of solar energy and photochemical reactions of pollutants, it is not surprising that the highest concentrations of ozone in the atmosphere occur when sunlight is most intense. Thus, ozone generally reaches peak levels during the middle of the day in the summer months. These types of air pollution patterns are called diurnal and seasonal variations. The following graph shows that ozone levels in the San Bernardino Mountains are highest in the summer and fall, and peak in the late afternoon.

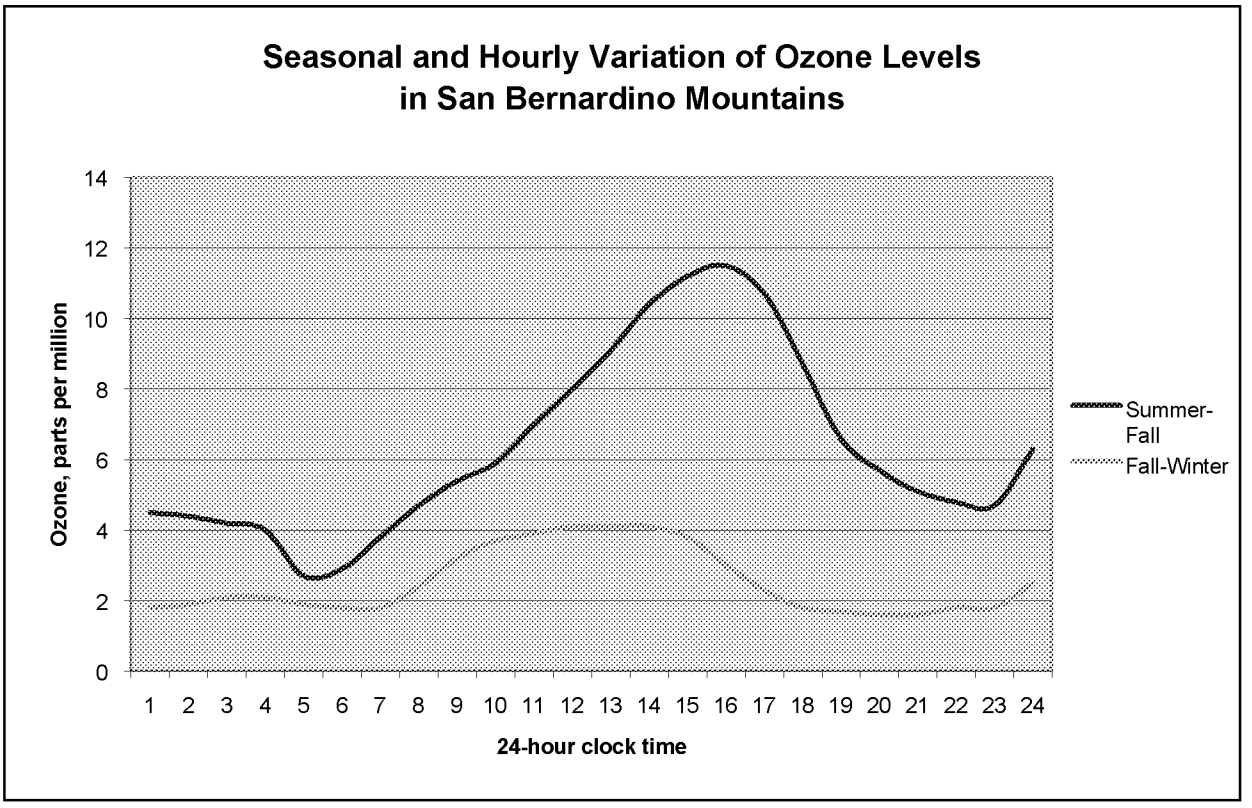

Ozone Air Quality Standards

Federal and state agencies have set air quality standards for ozone. An ozone level greater than 0.08 parts per million (ppm) averaged over eight hours is considered unhealthful. This level has been set because both laboratory and community studies have demonstrated measurable effects of ozone at or above that threshold.

The effects of ozone on people include:

- irritation of the nose and throat;
- increased mucus production and tendency to cough;
- eye irritation and headaches for some; and
- during severe episodes, chest pain and difficulty taking a deep breath without coughing.

How Ozone Damages Lungs

What happens when you breathe air that is contaminated with ozone? Like oxygen, ozone is soluble in the fluids that line the respiratory tract. Therefore some ozone can penetrate into the gas-exchange, or alveolar, region of the deep lung.

The following photos show how ozone affects the sensitive tissue in the deep lung. The pictures are from the lungs of rats exposed to ozone in a laboratory under carefully controlled conditions. The human lung is similar --although not identical -- to the rat's lung in terms of the types of cells and the overall structure of the alveolar region.

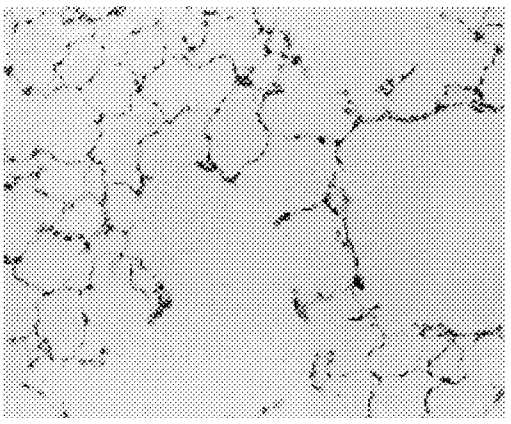

Figure 1

Figure 1 shows a magnified view of the structure of the normal gas-exchange region of the lung. It is called the gas-exchange region because oxygen inhaled from the air is transferred to the hemoglobin in blood in small blood vessels located inside the thin walls separating the alveolar air spaces.

At the same time, carbon dioxide, produced by normal metabolism and dissolved in the blood, is excreted into the air and expired when you breathe out.

The walls of a normal alveolus are very thin. There are only two layers of cells and a thin interstitial matrix separating the air in the alveolar space, or lumen, from the fluid inside the blood vessels. The cells that line the healthy alveoli are mostly very broad and very thin, and are called Type I lung cells or Type I pneumocytes. This provides a very large surface area across which gases can be efficiently transported.

Figure 2 shows the effects of breathing 0.2 ppm ozone for 4 hours. In Southern California air pollution levels can approach 0.2 ppm -- a Stage 1 ozone alert -- during the smoggiest summer days. The photo shows evidence of additional cells, called macrophages, and some material that may be fragments of ozone-injured alveolar wall cells inside the alveolar space.

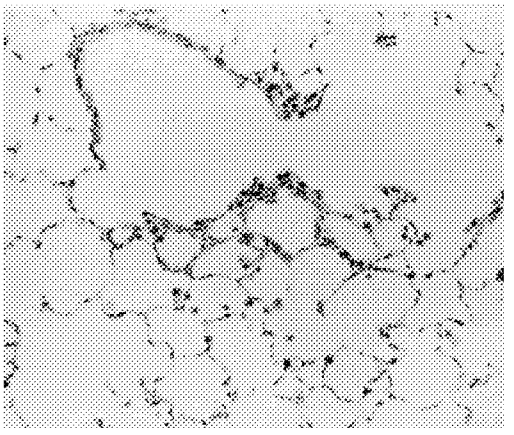

Figure 2

Macrophages are immune system cells that respond to the injury of the delicate cells that line the alveolar lumen. These macrophages play important roles in protecting the lungs from inhaled bacteria,

fungi and viruses, and are also important in helping to repair lung tissue injury caused by inhaled pollutants.

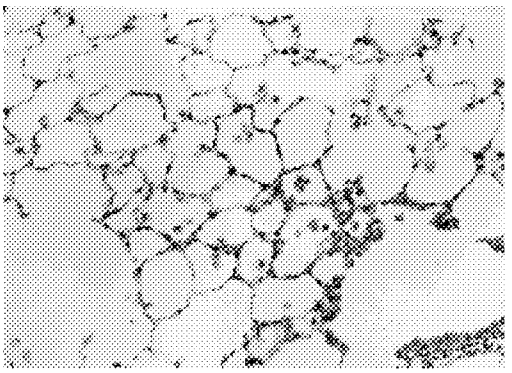

Figure 3

Figure 3 shows more extensive damage following exposure a higher concentration of ozone, 0.6 ppm. The alveolar walls are thicker and there is evidence of cells infiltrating within the walls. There are more macrophages in the alveolar spaces and the thin, Type I cells have been damaged and replaced with thicker Type II, almost cube-shaped cells that are more resistant to the toxic effects of ozone. All of these changes occurred within 48 hours after exposure. If exposure continues for more than three days, the evidence of cell injury seems to be reduced, except for the continuing presence of the Type II cells.

Is Ozone-Related Lung Damage Permanent?
People actually report that the symptoms they feel when first exposed to ozone seem to go away, even though their exposure continues.

Following ozone injury, if the lung is not exposed to ozone for approximately five to seven days, it can for the most part repair itself provided the injury is not too extensive. However, long-term studies with laboratory animals have shown that there may be residual and in some cases permanent damage. This damage might be thought of as accelerated aging of the lung. Thus, frequent exposures to ozone can cause transient damage. The lung's defenses can repair most but probably not all of that damage within a relatively short time in most healthy individuals.

Research and Air Quality Standards
Health scientists probably know more about the effects of ozone on human health than about any other pollutants. This is because ozone is pervasive in the environment. Also there are excellent methods of measuring ozone so the pollutant can be studied using epidemiological methods. The findings of these epidemiological studies can be verified using well-controlled laboratory studies with human volunteers and laboratory animals. Thousands of scientific papers on the health effects of ozone have been published and these have been critically reviewed in documents that provide the scientific basis for National and State Ambient Air Quality Standards. (Ambient refers to outdoor air.)

These so-called Criteria Documents are important because they are extensively reviewed by scientists, public agencies, industry representatives, environmental groups such as the American Lung Association and the Natural Resources Defense Council,

and the public. National and state ambient air quality standards set the goals for healthy air quality in Southern California and across the country.

Based upon the most recent studies, it is now apparent that ozone plays an important role in causing acute health effects, such as heightening asthma symptoms and developing bronchitis symptoms.

The role of ozone in producing long-term or chronic effects is less clear, at least from the available epidemiological studies. However, laboratory animal studies suggest that there can be long-term consequences.

How to Reduce Ozone Exposure
The U.S. Environmental Protection Agency (EPA) has recommended that ozone should not exceed 0.08 ppm averaged over an 8-hr period. When ozone exceeds this level, active children and adults, those with respiratory disease such as asthma, and other people with unusual susceptibility to ozone should limit prolonged outdoor exposure.

Incidentally, personal tobacco smoking during periods of high ozone exposure doubled the risk of asthmatic individuals needing to go to the emergency room for treatment of asthma symptoms.

Carbon Monoxide

Carbon monoxide (CO), a colorless, odorless gas, is a byproduct of combustion.

When inhaled, carbon monoxide reacts very rapidly with hemoglobin in the blood, preventing uptake and transport of oxygen. Because carbon monoxide readily and firmly attaches to hemoglobin, it stays in the blood for a relatively long time. Thus, during an exposure carbon monoxide concentrations in blood can rise in a matter of minutes, then stay high for hours.

Who is Most Sensitive to the Health Effects of Carbon Monoxide?
Most of the health effects directly associated with carbon monoxide are most likely due to decreases in oxygen delivery to vital organs such as the heart and the brain.

People with heart disease may be especially sensitive to the effects of carbon monoxide. In addition, people with lung diseases that limit efficient use of inhaled oxygen, such as asthma and emphysema, may also be susceptible. Even in people without heart or lung diseases, reduced delivery of oxygen to skeletal muscles, especially during exercise, can reduce the ability to perform strenuous work.

At high levels of carbon monoxide exposure, impaired delivery of oxygen to the central nervous system can reduce the ability to respond quickly to external stimuli. After exposures that convert 5 percent to 10 percent of the circulating hemoglobin to carboxyhemoglobin (COHb), people's ability to recognize and react to flashes of light in a test system are reduced. At 10 percent to 30 percent carboxyhemoglobin, nausea,

headaches, unconsciousness, and sometimes death can result. The severity of symptoms increases with the concentration of carboxyhemoglobin.

Air Quality Standards for Carbon Monoxide
Both the EPA and the State of California have set air quality standards for carbon monoxide based on the results of epidemiological and laboratory findings. Ambient levels of carbon monoxide should not exceed 9 ppm, when averaged over an 8-hour interval, and should not exceed 20 ppm in any one-hour period. (The USEPA has a slightly higher 1-hour standard of 35 ppm).

Sources of Carbon Monoxide
The major sources of carbon monoxide pollution are automotive exhaust and emissions from large industrial combustion sources such as electrical power plants. Because these sources produce many contaminants in addition to carbon monoxide -- such as fine particles and nitrogen oxides -- it is often difficult to isolate the health effects of ambient carbon monoxide from those of other pollutants.

In addition to carbon monoxide generated outside, there are also important indoor sources of the pollutant. The most important of these are combustion sources such as gas ovens, gas burners, water heaters, and heating systems. However, in most cases emissions from well-maintained and vented gas appliances are small.

Tobacco smoking is a more significant source of carbon monoxide. Tobacco smoke can contain very high concentrations of carbon monoxide (1,000 ppm to 50,000 ppm). Carbon monoxide levels in the homes of children whose relatives smoke tobacco products can be higher than the carbon monoxide levels outdoors.

Health Effects of Carbon Monoxide
There are hundreds of cases per year of deaths or severe illness due to carbon monoxide poisoning from faulty appliances, indoor emissions of automobile exhaust and industrial exposures. These cases show that carbon monoxide poisoning causes symptoms very similar to those of the flu. In fact, the true number of cases is not really known because many people may have been poisoned slightly and thought that they were just fighting off a cold or the flu. Thus it is very important to make sure that home appliances are well-maintained and that all combustion sources are properly vented to the outdoors.

Epidemiological studies have shown significant association between several health effects and carbon monoxide, although as mentioned earlier it is difficult to completely isolate carbon monoxide's effects from those of other air pollutants.

For example, asthmatic children in Taiwan who were exposed to high levels of traffic-related air pollution -- using carbon monoxide and nitrogen dioxide as marker compounds-- reported more respiratory symptoms than children with lower exposures.

A study of physician office visits in London showed associations between air pollution and doctor visits for asthma and other lower respiratory disease. For children, levels of nitrogen dioxide, carbon monoxide, and sulfur dioxide were associated with increased numbers of medical consultations. However, in adults, the only consistent association was with levels of airborne particles. This suggests that children and adults might respond differently to pollution exposures.

Prenatal Effects of Carbon Monoxide

Carbon monoxide may also have prenatal effects. Pregnant women who were exposed to high levels of ambient carbon monoxide (5 ppm to 6 ppm) were at increased risk of having low birth-weight babies. It has long been known that women who smoke cigarettes during pregnancy have low birth-weight babies, but this is the first study of similar findings in women exposed to environmental carbon monoxide.

Babies exposed to carbon monoxide during the maturation of their organs may suffer permanent changes to those organs. Studies using newborn rats showed that carbon monoxide exposure could cause changes in the heart muscle tissue. This is turn could increase the severity of effects of artery constrictions when they became adults. Other animal studies have shown that long-term carbon monoxide exposure can contribute to a disease called ventricular hypertrophy, in which the cells of the heart's ventricle chambers are enlarged and possibly weakened.

Airborne Particles

Particles, including nitrates, sulfates, carbon[1] and acid aerosols[2] are a complex group of pollutants.

Unlike ozone, which has a specific chemical composition, airborne particles vary in size and composition depending on time and location. Although the components of particles may have common sources, the types and amounts of particles collected at any one time and location may be unique.

To add to the problem, gaseous pollutants including ozone, sulfur dioxide, nitrogen dioxide and carbon monoxide often are present in the atmosphere at the same time as are particles. It is not always possible to clearly differentiate between the health effects of the gases, the particles, and possibly the combination of particles and gases. This complexity presents a tremendous challenge to the scientific community and to public in trying to understand how inhaled particles affect human health.

The Challenge of Measuring Particle Pollution

Precisely measuring particulate pollution is more difficult and labor intensive than measuring gaseous pollutants such as ozone. For this reason, particle concentrations are not measured on a daily basis in most communities. Frequently, they are measured once every six days.

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[1] Both elemental and organic. Elemental carbon is pure carbon from combustion sources, including diesel particulate. Organic carbon is a semi-volatile hydrocarbon from combustion and some evaporative sources.
[2] Aerosol is the scientific term used to describe particles suspended in a fluid, such as air.

Particle samples are collected on filters that are then weighed. Particle concentrations are reported in terms of micrograms of particles per cubic meter ($\mu g/m^3$) of collected air.

Originally, the particle samples were relatively indiscriminate with respect to particle size and often contained very large particles. These large particles contributed a great deal to the weighed particle mass, but might not have been very important with respect to lung health. This is because most of the particles were too large to penetrate through the nasal and head airways to reach the lung. A more health-related sample was needed.

After a great deal of scientific consideration it was decided that particulate matter with aerodynamic diameters[3] less than or equal to 10 microns (µm) should be collected. Ambient air quality standards were developed for this material, which is called PM_{10}.

Sources of Particle Pollution

Researchers noted that the sources of relatively large-size particles (greater than 3 microns in aerodynamic diameter) were quite distinct from the sources of particles less than 1 micron in diameter.

The larger, so-called "coarse" particles are mostly produced by mechanical processes, such as automobile tire wear on the road, industrial cutting, grinding and pulverizing processes and re-suspension of particles from the ground or other surfaces by wind and human activities. The chemical composition of coarse particles may be somewhat similar to the chemical composition of soil in that area, along with industrial compounds from activities such as mining or smelting operations. The coarse fraction of urban aerosols also contains bits of plants, molds, spores and some bacteria. Thus the characteristics of the coarse particles may vary greatly in different communities.

In contrast, the smaller or so-called "fine" particles in the urban aerosol come from combustion sources, such as power plants, automobile, truck, bus and other vehicle exhaust or from the reactions that transform some of the pollutant gases into solid or liquid particles. These distinctions may be important because the current air pollution health effects literature suggests, although not with certainty, that for some key health effects the fine particles are more important than the coarse particles. These findings have led EPA to propose a new nationwide $PM_{2.5}$ standard that would reduce exposure to particles that are 2.5 microns or less in diameter.

Historic Air Pollution Disasters

Epidemiological studies have consistently associated adverse health effects with exposures to particulate air pollution. Early studies implicated particulate and sulfur dioxide pollution in the acute illnesses and premature deaths associated with extremely

[3] Aerodynamic diameter is used to define particles' size. Particle deposition on a surface, or in the lung, depends on the particle's aerodynamic and diffusion characteristics. A particle's aerodynamic characteristics depend on its density, shape, actual size, and velocity while its diffusion characteristics are functions of its size and the density of the air in which it is suspended.

severe pollution episodes in Donora, Penn., London, and New York in the 1940s, 1950s, and 1960s. The particle levels in a four-week pollution disaster in London in 1955 were more than 50 times higher than the California standard.[4] Twenty percent of that aerosol was composed of acid sulfates -- probably sulfuric acid. The number of people hospitalized for lung or heart-related diseases was extraordinarily high, but more importantly there were more than 4,000 premature, or "excess," deaths in the London population.

Fortunately, major efforts by government agencies, the public, and industries have made it very unlikely there will ever be a similar episode in modern urban communities. However, the lessons learned from these disasters are still relevant. Despite the fact that our levels of airborne particles are much lower than those that occurred during the disasters, EPA estimates that there are still more than 6,000 excess deaths in the United States that could be associated with inhaled particles.

Health Effects of Particulate Pollution

Current ambient levels of PM_{10} -- 30 to 150 micrograms per cubic meter -- are associated with increases in the numbers of people that die daily from heart or lung failure. Most of these deaths are among the elderly. However there is a strong body of evidence that some children are also adversely affected by particulate matter.

The American Thoracic Society's Environmental and Occupational Health Assembly reviewed current health effects literature. They report that daily fluctuations in PM_{10} levels have been related to:

- acute respiratory hospital admissions in children;
- school and kindergarten absences;
- decreases in peak lung air flow rates in normal children; and
- increased medication use in children and adults with asthma.

The USC Children's Health Study suggests that children with asthma living in a community with high particle concentrations may have suppressed lung growth. After children moved into cleaner cities their lung growth returned to the normal rate, but they did not recover the lost potential growth, according to John Peters, the study's principle investigator.

It is difficult to positively assign a quantitative risk associated with particulate matter because nearly all studies of its health effects find other pollutants present that may account for some of the effects.

Part of the problem is due to the nature of the data being collected. The levels of particulate matter vary during the course of the day and peak values can be quite high. Few studies have evaluated the effect of these short-term "spikes." However, at least one epidemiological study of children with asthma suggested that changes in symptoms

[4] The California standard for particulate matter (PM_{10}) is 50 micrograms per cubic meter averaged over 24 hours

and lung function correlate more strongly with 1-hour peaks than with 24-hour average concentrations.

Other studies, primarily with laboratory animals, suggest that the chemical composition[5] and surface areas of the particles may be more important than particle mass. Scientists are continuing to study the health effects of particles and are developing better methods for measuring the important constituents. It may be possible in the near future to more accurately assess the effects of inhaled particles on human health.

Nitrogen Oxides

Nitrogen oxides are produced during most combustion processes. Mobile sources and power plants are the major contributors in Southern California.

About 80 percent of the immediately released nitrogen oxide is in the form nitric oxide (NO). Small amounts of nitrous oxide (N_2O) are also produced. Nitrous oxide is a "greenhouse" gas that is suspected of playing an important role in global warming.

Nitric oxide reacts with oxygen in the air to produce nitrogen dioxide (NO_2). Further oxidation during the day causes the nitrogen dioxide to form nitric acid and nitrate particles. In the dark, nitrogen dioxide can react with ozone and form a very reactive free radical. The free radical then can react with organic compounds in the air to form nitrogenated organic compounds, some of which have been shown to be mutagenic and carcinogenic.

Health Effects of Nitrogen Dioxide

Nitrogen dioxide is the most important nitrogen oxide compound with respect to acute adverse health effects. Under most chemical conditions it is an oxidant, as is ozone. However, it takes about 10 times more nitrogen dioxide than ozone to cause significant lung irritation and inflammation.

Nitrogen dioxide differs from ozone in that it suppresses the immune system to a much greater degree. As discussed below, some epidemiological studies have shown that children exposed to high levels of ambient nitrogen dioxide may be at increased risk of respiratory infections. Studies with laboratory animals have indeed shown that if mice are exposed first to nitrogen dioxide and later to bacteria at a level that would not infect a healthy control animal, their normal lung defense mechanisms are suppressed and the bacteria are able to infect the host.

[5] The idea that all particles are equally toxic is not scientifically justified. There are many good examples that can be taken from studies of particles in the workplace. For example, certain types of particles that contain quartz --a natural mineral composed of silicon dioxide but with a specific crystal structure -- are very potent lung irritants. Repeated exposures to this material can lead to a serious, permanent lung disease called lung fibrosis. Other mineral particles that are fibrous, such as specific forms of asbestos, can cause lung cancer. Other particles such as titanium dioxide do not seem to cause occupational diseases.

Average levels of nitrogen dioxide in the United States range from 0.02 to 0.04 ppm. Levels in major urban areas in Southern California may be higher, but the region has not exceeded the federal standard[6] for nitrogen dioxide since 1991.

During the 1970s, one of the first studies relating respiratory illnesses and changes in lung function to ambient nitrogen dioxide concentrations reported that children living in areas with high nitrogen dioxide concentrations had greater incidences of lung-related illness than children living in areas with lower concentrations. Since then, other epidemiological studies have suggested that children with asthma are more likely than children without asthma to have reduced lung function and symptoms of respiratory irritation, such as cough and sore throat, when outdoor average nitrogen dioxide concentrations exceed about 0.02 ppm.

Some studies also have suggested that children younger than five years old may be more severely affected by nitrogen dioxide than older children. Several epidemiological studies have suggested that for children, the most important effect of ambient exposure to nitrogen dioxide might be increased susceptibility to respiratory infections and increased severity of responses to inhaled allergens.

Although many epidemiological studies show significant associations between outdoor nitrogen dioxide concentrations and adverse health outcomes, some studies do not corroborate these effects. In part, this is because it is often difficult to fully account for the influences of indoor sources of nitrogen dioxide.

Improvements in Nitrogen Dioxide Measurements

More recent studies have used special devices, called passive dosimeters, that can be worn by children to collect nitrogen dioxide for later analysis. These measurements give epidemiologists the ability to better assess a child's total nitrogen dioxide exposure over the course of the day. These studies show that there can be a great deal of individual variation in exposures, even for children living in the same communities. Thus, it is not surprising that epidemiological studies that do not estimate a nitrogen dioxide dose may reach different conclusions.

However, laboratory studies involving controlled exposures of human volunteers and laboratory animals have demonstrated plausible effects of nitrogen dioxide on human health. For example, if one exposes rats or other animals to nitrogen dioxide, and then examines their respiratory tract tissues, it is very evident that the pollutant can cause short-term injury similar to that seen after ozone exposure.

Long-term exposures to high concentrations of nitrogen dioxide can produce chronic damage to respiratory tract tissue that resembles the lung disease emphysema.

The pollutant's suppression of immune system functions reduces the ability of the host to fight off bacterial and viral infections. Human volunteers who inhaled weakened

[6] 0.053 ppm as an annual average

influenza virus after being exposed to nitrogen dioxide in laboratories were more susceptible to the infection than a control group that did not inhale nitrogen dioxide.

Other studies show that nitrogen dioxide decreases the body's ability to generate antibodies when challenged by pathogens, and may reduce the ability of the respiratory system to remove foreign particles such as bacteria and viruses from the lung.

Lead

People can be exposed to lead (Pb) through air, food and water. Lead is a toxic heavy metal that causes nerve damage and impairs the body's ability to make hemoglobin, leading to a form of anemia.

Sources of Lead Pollution

Large amounts of lead were emitted to the atmosphere when it was used as a gasoline additive.[7] The emitted lead could be inhaled. In addition, lead fallout from the air caused widespread contamination of soil, plants, food products, and water.

Lead is often measured in children's blood as an index of environmental exposure. Even low levels[8] of lead in the blood of children aged 6 to 7 are linked to measurable changes in intelligence quotient and certain perceptual-motor skills. Higher levels of lead exposure can also result in kidney damage and may be related to high blood pressure in adults.

Sulfur Oxides

Most manmade emissions of the gas sulfur dioxide (SO_2) come primarily from the combustion of fossil fuels such as coal, oil, and diesel fuel.

Most of the sulfur in fossil fuel is converted sulfur dioxide, but a small amount is also converted to sulfuric acid. In the atmosphere, gaseous sulfur dioxide can also be converted to sulfuric acid and sulfate-containing particles. Thus, atmospheric concentrations of sulfur dioxide are often highly associated with acidic particles, sulfuric acid particles and sulfate particle concentrations.

The current National Ambient Air Quality Standards for sulfur dioxide are 18 micrograms per cubic meter averaged annually, and 365 micrograms per cubic meter averaged over 24 hours. Southern California does not exceed the national air quality standard because its industries primarily burn low-sulfur fuels such as natural gas. Much of the sulfur oxide air pollution in Southern California is likely to be associated with diesel emissions.

[7] Lead in the form of tetraethyl lead was added to gasoline in the United States in large amounts from the 1950s until it was banned in the mid-1970s.
[8] 10 to 30 micrograms per 100 milliliters

Sulfur dioxide is a very water-soluble gas and therefore most of the sulfur dioxide that is inhaled is absorbed in the upper respiratory tract and does not reach the lung's airways. However, the small amount of sulfur dioxide that does penetrate into the airways can provoke important health effects, primarily in individuals with asthma.

For those with asthma, even relatively short-term, low-level exposures to sulfur dioxide can result in airway constriction leading to difficulty in breathing and possibly contribute to the severity of an asthmatic attack.

A number of epidemiological studies have shown associations between ambient sulfur dioxide and rates of mortality (death) and morbidity (illness). However, because sulfur dioxide is often strongly correlated with fine particles and especially sulfate-containing particles, it is difficult to separate the effects of sulfur dioxide from those of the particle compounds.

A study in France found an increase of 2.9 visits to the emergency room for every 20 micrograms per cubic meter increase in atmospheric sulfur dioxide. The results pertained to days when the average sulfur dioxide levels were above 68 micrograms per cubic meter but below the U.S. health standard.

In London, asthma and other lower respiratory diseases in children were most significantly associated with exposures to nitrogen dioxide, carbon monoxide, and sulfur dioxide. In adults the only consistent association was with particulate matter.

Hospital admissions for children with asthma may increase by 20 percent following acute exposure to ozone peaks and possibly with sulfur dioxide. Chronic exposure to increased levels of fine particles, sulfur dioxide, and nitrogen dioxide may be associated with up to threefold increase in nonspecific respiratory symptoms. Thus, recent literature suggests that sulfur dioxide affects adults and children differently and that chronic and acute effects may also be different.

Diesel Emissions

Diesel fuel is burned to power buses, trucks, road-building equipment, trains, boats and ships and electricity-generating equipment. When diesel fuel is burned, the exhaust includes both particles and gases. Diesel emissions are important constituents of ambient air pollution.

What's in Diesel?

Diesel particles consist mainly of elemental carbon and other carbon-containing compounds. Hundreds of compounds have been identified as constituents of diesel particles. These include polycyclic aromatic hydrocarbons (PAHs) and other compounds that have been associated with tumor formation and cancer. In 1998, the California Air Resources Board designated diesel particulate a cancer-causing toxic air contaminant.

Diesel particles are microscopic. More than 90 percent of them are less than 1 micron in diameter. Due to their minute size, diesel particles can penetrate deeply into the lung. There is evidence that once in the lung, diesel particles may stay there for a long time.

In addition to particles, diesel exhaust contains several gaseous compounds including carbon monoxide, nitrogen oxides, sulfur dioxide and organic vapors, for example formaldehyde and 1,3-butadiene. Formaldehyde and 1,3-butadiene have been classified as toxic and hazardous air pollutants. Both have been shown to cause tumors in animal studies and there is evidence that exposure to high levels of 1,3-butadiene can cause cancer in humans.

AQMD's recent landmark research project, the Multiple Air Toxics Exposure Study II, found that diesel particulate is responsible for about 70 percent of the total cancer risk from all toxic air pollution in the greater Los Angeles metropolitan area.

Diesel emissions may also be a problem for asthmatics. Some studies suggest that children with asthma who live near roadways with high amounts of diesel truck traffic have more asthma attacks and use more asthma medication.

Some human volunteers, exposed to diesel exhaust in carefully controlled laboratory studies, reported symptoms such as eye and throat irritation, coughing, phlegm production, difficulty breathing, headache, lightheadedness, nausea and perception of unpleasant odors. Another laboratory study, in which volunteers were exposed to relatively high levels of diesel particles for about an hour, showed that such exposures could cause lung inflammation.

Thus current epidemiological and laboratory evidence suggests that at typical urban concentrations, diesel exhaust may contribute significantly to the health effects of air pollution.

What Can Be Done to Reduce the Effects of Air Pollution on Children's Health?

After reviewing the literature on how children’s exposures differ from those of adults, it is evident that:

- children are outdoors more hours per day than most adults;
- they exert themselves to a greater degree while they are outside than most adults; and
- they participate in more organized activities than adults.

There are definite health benefits to having children participate in outdoor activities. However, scientific evidence also suggests that air pollution exposures can injure children’s lungs and other organs.

Air quality information in the form of health reports and air quality advisories are now a regular part of life in California. One logical step is to reduce strenuous activities during pollution episodes and try to take advantage of those hours when airborne pollutant levels are lower.

At the public level there is a long-standing commitment to improve air quality. When you look at the air pollution levels in California today you can see that a great deal of progress has been made. There has been a cost for this progress. For instance, some products are more expensive. In return, the lower levels of pollutant exposure compared to 20 years ago should decrease the adverse effect of air pollution on the long-term health of our developing children.

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AGRICULTURAL MITIGATION POLICIES

Background

LAFCO's mission is to encourage orderly growth and development, discourage urban sprawl, preserve open space and prime agricultural lands, promote the efficient provision of government services and encourage the orderly formation of local agencies. LAFCO will consider impacts to agricultural lands along with other factors in its evaluation of proposals. LAFCO's Urban Service Area (USA) Amendment Policies discourage premature conversion of agricultural lands, guide development away from existing agricultural lands and require the development of existing vacant lands within city boundaries prior to conversion of additional agricultural lands. In those cases where LAFCO proposals involve conversion of agricultural lands, LAFCO's USA Amendment Policies require an explanation of why the inclusion of agricultural lands is necessary and how such loss will be mitigated.

Purpose of Policies

The purpose of these policies is to provide guidance to property owners, potential applicants and cities on how to address agricultural mitigation for LAFCO proposals and to provide a framework for LAFCO to evaluate and process in a consistent manner, LAFCO proposals that involve or impact agricultural lands.

General Policies

1. LAFCO recommends provision of agricultural mitigation as specified herein for all LAFCO applications that impact or result in a loss of prime agricultural lands as defined in Policy #6. Variation from these policies should be accompanied by information explaining the adequacy of the proposed mitigation.
2. LAFCO encourages cities with potential LAFCO applications involving or impacting agricultural lands to adopt citywide agricultural mitigation policies and programs that are consistent with these policies.
3. When a LAFCO proposal impacts or involves a loss of prime agricultural lands, LAFCO encourages property owners, cities and agricultural conservation agencies to work together as early in the process as possible to initiate and execute agricultural mitigation plans, in a manner that is consistent with these policies.
4. LAFCO will work with agricultural entities, the County, cities and other stakeholders to develop a program and public education materials to improve the community's understanding of the importance of agriculture in creating sustainable communities within Santa Clara County.

5. LAFCO will review and revise these policies as necessary.

Definition of Prime Agricultural Lands

6. "Prime agricultural land" as defined in the Cortese Knox Hertzberg Act means an area of land, whether a single parcel or contiguous parcels, that has not been developed for a use other than an agricultural use and that meets any of the following qualifications:

    a. Land that qualifies, if irrigated, for rating as class I or class II in the USDA Natural Resources Conservation Service land use capability classification, whether or not land is actually irrigated, provided that irrigation is feasible.

    b. Land that qualifies for rating 80 through 100 Storie Index Rating.

    c. Land that supports livestock used for the production of food and fiber and that has an annual carrying capacity equivalent to at least one animal unit per acre as defined by the United States Department of Agriculture in the National Handbook on Range and Related Grazing Lands, July, 1967, developed pursuant to Public Law 46, December 1935.

    d. Land planted with fruit or nut-bearing trees, vines, bushes, or crops that have a nonbearing period of less than five years and that will return during the commercial bearing period on an annual basis from the production of unprocessed agricultural plant production not less than four hundred dollars ($400) per acre.

    e. Land that has returned from the production of unprocessed agricultural plant products an annual gross value of not less than four hundred dollars ($400) per acre for three of the previous five calendar years.

Mitigation Recommendations

7. Proposals involving the conversion of prime agricultural lands should provide one of the following mitigations at a not less than 1:1 ratio (1 acre preserved for every acre converted) along with the payment of funds as determined by the city / agricultural conservation entity (whichever applies) to cover the costs of program administration, land management, monitoring, enforcement and maintenance of agriculture on the mitigation lands:

    a. The acquisition and transfer of ownership of agricultural land to an agricultural conservation entity for permanent protection of the agricultural land.

    b. The acquisition and transfer of agricultural conservation easements to an agricultural conservation entity for permanent protection of the agricultural land.

c. The payment of in-lieu fees to an agricultural conservation entity that are sufficient to fully fund*:

   1. The cost of acquisition of agricultural lands or agricultural conservation easements for permanent protection, and

   2. The cost of administering, managing, monitoring and enforcing the agricultural lands or agricultural conservation easements, as well as the costs of maintaining agriculture on the mitigation lands.

   * with provisions for adjustment of in-lieu fees to reflect potential changes in land values at the time of actual payment

8. Agricultural lands or conservation easements acquired and transferred to an agricultural conservation entity should be located in Santa Clara County and be lands deemed acceptable to the city and entity.

9. The agricultural mitigation should result in preservation of land that would be:

   a. Prime agricultural land of substantially similar quality and character as measured by the Average Storie Index rating and the Land Capability Classification rating, and

   b. Located within cities' spheres of influence in an area planned/envisioned for agriculture, and

   c. That would preferably promote the definition and creation of a permanent urban/agricultural edge.

10. Because urban/non-agricultural uses affect adjacent agricultural practices and introduce development pressures on adjacent agricultural lands, LAFCO encourages cities with LAFCO proposals impacting agricultural lands to adopt measures to protect adjoining agricultural lands, to prevent their premature conversion to other uses, and to minimize potential conflicts between the proposed urban development and adjacent agricultural uses. Examples of such measures include, but are not limited to:

    a. Establishment of an agricultural buffer on the land proposed for development. The buffer's size, location and allowed uses must be sufficient to minimize conflicts between the adjacent urban and agricultural uses.

    b. Adoption of protections such as a Right to Farm Ordinance, to ensure that the new urban residents shall recognize the rights of adjacent property owners conducting agricultural operations and practices in compliance with established standards.

    c. Development of programs to promote the continued viability of surrounding agricultural land.

Agricultural Conservation Entity Qualifications

11. The agricultural conservation entity should be a city or a public or non-profit agency. LAFCO encourages consideration of agricultural conservation entities that:

    a. Are committed to preserving local agriculture and have a clear mission along with strategic goals or programs for promoting agriculture in the areas that would be preserved through mitigation,

    b. Have the legal and technical ability to hold and administer agricultural lands and agricultural conservation easements and in-lieu fees for the purposes of conserving and maintaining lands in agricultural production and preferably have an established record for doing so, and

c. Have adopted written standards, policies and practices (such as the Land Trust Alliance's "Standards and Practices") for holding and administering agricultural lands, agricultural conservation easements and in-lieu fees and are operating in compliance with those standards.

Timing and Fulfillment of Mitigation

12. LAFCO prefers that agricultural mitigation be in place at the time of LAFCO approval or as soon as possible after LAFCO approval. The mitigation (as detailed in the Plan for Mitigation) should be fulfilled no later than at the time of city's approval of the final map, or issuance of a grading permit or building permit, whichever occurs first.

13. Cities should provide LAFCO with information on how the city will ensure that the agricultural mitigation is provided at the appropriate time.

14. Cities should provide LAFCO with a report on the status of agricultural mitigation fulfillment every year following LAFCO approval of the proposal until the agricultural mitigation commitments are fulfilled.

15. The agricultural conservation entity should report annually to LAFCO on the use of the in-lieu fees until the fees have been fully expended.

Plan for Mitigation

16. A plan for agricultural mitigation that is consistent with these policies should be submitted at the time that a proposal impacting agricultural lands is filed with LAFCO. The plan for mitigation should include all of the following:

    a. An agreement between the property owner, city and agricultural conservation entity (if such an entity is involved) that commits the property owner(s) to provide the mitigation for the loss of prime agricultural lands and establishes the specifics of the mitigation. Upon LAFCO approval of the proposal, the agreement should be recorded with

the County Recorder's office against the property to be developed. The agreement should specify:

1. The type of mitigation that will be provided in order to mitigate for conversion of agricultural lands. (purchase of fee title or easement or payment of in-lieu fees)
2. The agricultural conservation entity that will be involved in holding the lands, easements, or in-lieu fees.
3. The acreage that would be preserved through mitigation and /or the amount of in-lieu fees that would be paid (with provisions to adjust fees to reflect land values at time of payment) along with the methodology adopted by the entity for calculating the in-lieu fees.
4. The location of the mitigation lands, when possible.
5. Information on the specific measures adopted by the city as encouraged in Policy #10 (mitigation for impacts to adjacent agricultural lands)
6. The time-frame within which the mitigation will be fulfilled, which should be no later than at the time of city's approval of the final map, or issuance of the grading permit or building permit, whichever occurs first.
7. The mitigation agreement is to be contingent on LAFCO approval of the proposal.

b. Applicant should provide all other supporting documents and information to demonstrate compliance with these policies.

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Construction Noise: Exposure, Effects, and the Potential for Remediation; A Review and Analysis

(Part of AIHA Journal (63) November/December 2002)

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Alice Suter
American Industrial Hygiene Association

More than one-half million construction workers are exposed to potentially hazardous levels of noise, yet federal and state Occupational Safety and Health Administration (OSHA) programs provide little incentive to protect them against noise-induced hearing loss. Construction noise regulations lack the specificity of general industry noise regulations. In addition, problems that characterize the construction industry, such as worker mobility and the large proportion of small businesses, make implementing hearing conservation measures more difficult. The apparent severity of exposure depends greatly on the measurement method, with the 3-dB exchange rate almost always showing higher average exposure levels than the 5-dB (OSHA) rule. Construction workers demonstrate hearing threshold levels that generally conform to those expected in manufacturing. The prevalence of hearing protection device (HPD) use among U.S. construction workers is very poor, partly because of perceived difficulties in hearing and understanding speech communication and warning signals. In addition, masking by noise of necessary communication and warning signals is of particular concern in construction, where recent research demonstrated the association between fatalities and the failure to hear reverse alarms. Judicial use of HPDs is of the utmost importance, along with avoiding overattenuation, selecting HPDs with uniform attenuation, and using noise-attenuating communication systems when possible. A successful hearing conservation program in British Columbia can serve as a model for the United States, with a long-standing positive safety culture, a high percentage of HPD use, improvement in average hearing threshold levels over the last decade, and a centralized record-keeping procedure, which helps solve the problem of worker mobility. However, controlling construction noise at the source is the most reliable way to protect worker hearing. US manufacturers and contractors should benefit from the activities of the

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European Community, where noise control and product labeling in construction has been carried out for more than 20 years.

Keywords: construction workers, hearing conservation, noise exposure

The fact that US construction workers are exposed to hazardous levels of noise and sustain significant hearing impairments is not news. That these impairments are at least as great as would be expected from an industrial population became evident during the 1960s and 1970s. [1,2] Estimated numbers of construction workers exposed to potentially hazardous levels of noise range from about half a million to 750,000. [3,4] In 1988 the National Institute for Occupational Safety and Health (NIOSH) recommended that the Occupational Safety and Health Administration's (OSHA's) noise regulation, including the hearing conservation provisions, be extended to construction workers as well as to other occupations not then covered. [5] A 1995 conference jointly sponsored by NIOSH and the National Hearing Conservation Association identified construction workers as an "undeserved" population. [6]

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In the United States there are separate noise regulations for construction (29 CFR 1926.52 and 1926.101) and general industry (29 CFR 1910.95). The permissible exposure limits (PEL) and requirements for noise control are essentially the same, an 8- hour time-weighted average exposure level (TWA) of 90 dBA with a 5-dB exchange rate between allowable duration and noise level. Engineering or administrative controls are required to be implemented above this level, and hearing protection devices (HPDs) must be issued and worn when exposures exceed the PEL. Both regulations require hearing conservation programs (HCPs) for overexposed workers, but there are two essential differences: (1) the noise regulation for general industry requires the initiation of HCPs at an action level of 85 dBA, whereas the construction regulation does not use an action level; and (2) the general industry regulation gives detailed requirements for noise exposure monitoring, audiometric testing, (HPDs), worker training and education, and record keeping, whereas the construction regulation (1926.52) has only a general requirement for "continuing effective hearing conservation programs" above the PEL. Construction regulation 1926.101 merely mandates the use of hearing protection above the PEL and requires insert devices to be fitted or determined individually by "competent persons."

Current enforcement of these noise regulations is not rigorous, particularly in construction. Neither the noise reduction nor the hearing conservation provisions are well enforced in construction. For example, of more than 18,000 federal construction inspections during

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fiscal year 1998, only 63 inspections were conducted for the noise regulations, resulting in a total of 79 citations. (7) Lack of enforcement characterizes state as well as federal programs. Even those states that have adopted the general industry noise regulation for construction, such as the state of Washington, have failed to enforce the hearing conservation provisions.

Part of the problem has been a perceived lack of information about the noise exposures of construction workers, although several studies have been conducted over recent decades in the United States and Canada. A more salient reason for the lack of activity in this area is the impracticality of the usual approaches to HCPs in the construction arena. Mobility among construction workers, short periods of employment, and the consequent difficulty in record keeping and follow-up present daunting obstacles. This report attempts to address these issues and offer possible solutions.

NOISE EXPOSURE LEVELS OF CONSTRUCTION WORKERS

Evidence of Overexposure

Several studies conducted in the 1960s and 1970s indicated that construction workers were overexposed. In the early 1980s NIOSH estimated the numbers of workers in various occupations, including construction, exposed to noise levels above 85 dBA. (8) Table I gives the estimated percentage of workers in various construction trades exposed to noise levels above 85 dBA. Although the percentages were derived in the early 1980s, the data on numbers of employees in the various trades has been updated to 1995. (4)

TABLE I. Construction Employment Data (1995) and NIOSH Estimates (1981-1983) of Numbers Exposed at or Above 85 dBA (Adapted from Hattis (4))

SIC	Industry Description	1995 1000s Employees	NIOSH % Exposed .85 dBA A,B
152	Residential builders	609	12
154	Nonresidential builders	567	12
161	Highway and street construction	223	27
162	Other heavy construction	526	17
171	Plumbing, heating, and air conditioning	712	7
172	Painting and paper hanging	179	20
173	Electrical work	593	13

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174	Masonry, stonework, and plastering	409	8
175	Carpentry and floor laying	219	32
176	Roofing, siding, and sheet metal	208	11
177	Concrete work	248	40
179	Miscellaneous special trade contractors	548	14
Total (in 1000's)		5041	
A Percentages were rounded to the nearest integer.			
B Total number exposed .85 5 754,174. [4]			

The highest percentages of overexposed workers occur in highway and street construction, carpentry, and concrete work. Of the approximately 5 million construction workers in 1995, the total number exposed to noise levels of 85 dBA and above was about 754,000. Because NIOSH sampled noise levels rather than exposures, these are not TWAs, and the actual numbers would be somewhat lower when using TWA, but these numbers are useful for ranking the extent of the hazard by trade and to estimate the upper bound of the total number exposed.

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Studies of Noise Exposure in Construction Workers

Recent studies have supplemented the earlier ones with noise dosimetry, providing a more precise and comprehensive picture of construction workers' exposures. Table II, containing information from Sinclair and Haflidson, [(9)] shows average daily noise exposures of construction workers by type of construction. The authors obtained samples of up to 5 hours in 27 construction projects during 1991-1992, which, due to the repetitive nature of the work, they considered representative of a full shift. They measured according to the proposed Ontario Noise Regulation, which specifies a 3-dB exchange rate. [(10)] TWA sound levels using the 3-dB exchange rate are sometimes referred to as "equivalent continuous sound levels" or L^{eq}. Of the 103 workers sampled, the average noise exposure level was approximately 99 dBA.

TABLE II. Average Noise Exposure Levels (Daily L_{eq}) by Type of Construction (Adapted from Sinclair and Haflidson [(9)])

Type of Construction	Number Samples	Average dBA [A]	Range dBA [A]
Residential	7	93	87-96

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Roads/bridges	16	93	84-100
Shop work [B]	26	95	85-104
Maintenance	2	95	91-97
ICI [C]	23	96	81-108
Sewer/water	17	99	85-108
Plant work [D]	6	101	87-106
Power station	6	108	93-113
Total	103	99	81-113

[A] Rounded to the nearest integer

[B] Shop work = work in a contractor's fabrication shop.

[C] ICI = industrial, commercial, or institutional.

[D] Plant work = work in a construction contractor's plant.

Table III, also from data gathered by Sinclair and Haflidson, [9] shows daily average noise exposure levels by trade, activity, or equipment. The authors caution that in many cases the samples are too small to state definitively which sectors of construction have the greatest risk, but, in their words, "the magnitude of the problem is obvious." [p. 459] From Table III it is clear that boiler- makers and iron workers, at least those studied here, are heavily exposed, with average exposure levels of 108 and 105 dBA, respectively. The authors concluded that pneumatic tools were largely responsible.

TABLE III. Average Noise Exposure Levels (Daily L_{eq}) by Trade, Activity, or Equipment (Adapted from Sinclair and Haflidson [9]))

Trade, Activity, or Equipment	Number of Samples	Average dBA [A]	Range dBA [A]
Install rebar	2	89	88-90
Carpenter	3	90	82-94
Mason	14	91	84-97
Framer	7	93	87-96
Sprinkler	6	94	86-97
Forming	5	94	87-97
Refractory	2	95	91-97
Sheet metal	17	96	85-104

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Ironworker	2	105	98-108
Boilermaker	6	108	93-113
Paver	6	90	84-92
Front-end loader	2	90	87-92
Scraper	5	90	88-91
Curb machine	3	93	86-96
Roller	2	98	93-100
Crane	3	99	95-102
Dozer	6	102	85-108
Heavy equipment	4	90	86-94
Gravel plant	4	102	88-106
Other	4	88	81-90
Total	103	99	81-113
[A] Rounded to the nearest integer			

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In another Canadian study, Legris and Poulin [11] reported on the noise exposure of heavy equipment operators and laborers. The data were collected in Quebec in the late 1980s and the measurements used a 5-dB exchange rate. The average duration of the work shift was 9.5 hours with a range of 8-12 hours, and the data were normalized to an 8-hour shift. Of the 250 samples taken, 65 were from laborers and 185 from heavy equipment operators.

Table IV gives 8-hour average noise exposure levels for heavy equipment operators and laborers according to Legris and Poulin. The authors explained the variations in exposures by such factors as the location and type of muffler, amount of time the equipment was idling or under load, the power rating of the engine, and the nature of the task. Of particular importance were the presence or absence of an insulated cab and the design of the equipment. Note the 10-dB difference between insulated and noninsulated cabs and the 13-dB difference between crawler and rubber-tired cranes weighing more than 35 tons with noninsulated cabs.

TABLE IV. Average Daily Noise Exposure Levels (8-Hour TWA) of Heavy Equipment Operators and Associated Laborers in dBA (Adapted from Legris and Poulin [11])

Operator or Task	Mean TWA	SD	Range
Heavy-duty bulldozer	9	5	91-107
Vibrating road roller	97	4	91-104

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Light-duty bulldozer	96	2	93-101
Asphalt road roller	95	4	85-103
Wheel loader	94	4	87-100
Asphalt spreader	91	3	87-97
Light-duty grader	89	1	88-91
Power shovel	88	3	80-93
Laborers	90	6	78-107
Crawler crane .35 ton Noninsulated cab	97	2	93-101
Crawler crane ,35 ton			
Noninsulated cab	94	3	90-98
Insulated cab	84	3	80-89
Rubber tired cane .35 ton			
Noninsulated cab	84	5	78-90
Insulated cab	74	9	59-87
Rubber tired crane, 35 ton Insulated cab	81	4	77-87
Truck-mounted crane	79	2	76-83
Tower crane	74	2	70-76

The results of another, smaller study of operating engineers and laborers are in general agreement with those of Legris and Poulin. Greenspan et al. (12) found 8-hour TWAs ranging from about 68 to 103 dBA, with a mean TWA of 89 dBA, although five of the eight samples were above 90 dBA. The study should not be considered conclusive because of the small sample size (N58) and the wide range of exposures, but it gives a clear example of the benefits of noise reduction in machinery design. The 68-dBA exposure was achieved in a Caterpillar 980 front-end loader with an enclosed, sound insulated cab.

Data from the Worker Compensation Board of British Columbia (13) are also in general agreement with the above data, although such factors as occupations, sample sizes, and the exchange rate vary from study to study.

Several factors make it difficult to draw comparisons between these kinds of studies. First, the exchange rate has an effect, with the 3-dB exchange rate almost always producing higher exposure levels than the 5-dB exchange rate. Second, the length of the work shift, of course, increases the exposure level; and third, the amount of time each worker spends on each piece of equipment also has an effect.

Effect of the Exchange Rate

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Varying and intermittent noise environments are typical of the construction industry, unlike many manufacturing industries in which the noise is relatively continuous. Much of the construction process takes place outdoors, without the reverberant buildup typical of factories, and it is often characterized by the high-level short-duration sounds of hand tools. When noise from heavy equipment predominates, however, the sound tends to be more continuous. Thus, the differences between measurements using the 3- and the 5-dB exchange rate become more pronounced as the type of construction moves from site preparation, which involves much use of heavy equipment, to finishing work involving carpentry and the use of hand tools.

Neitzel, Seixas, and their colleagues at the University of Washington measured the noise exposure levels of 133 carpenters, laborers, ironworkers, and operating engineers with data-logging dosimeters. [14,15] They found that using the 5-dB exchange rate (“OSHA TWA"), 13% of their samples exceeded the 90-dBA criterion and 40% exceeded the 85-dBA criterion. Using the 3-dB exchange rate (“ISO-slow TWA"), 45% exceeded the 90-dBA criterion and 80% exceeded the 85-dBA criterion. These large differences, according to stage of construction, are presented graphically in Figure 1. [14] The boxes represent the range of noise exposure between the 25th and 75th centiles, the brackets show the entire range of exposures, and the horizontal lines within the boxes represent medians. One can see that the differences are larger in finish work than in site preparation and structural work. The authors found the differences to be statistically significant for both finish work and structural work, although not for site preparation.

FIGURE 1. Comparison of OSHA and NIOSH/ISO TWAs by site stage of construction. Reprinted from Neitzel et al. [14] with permission of the first author.

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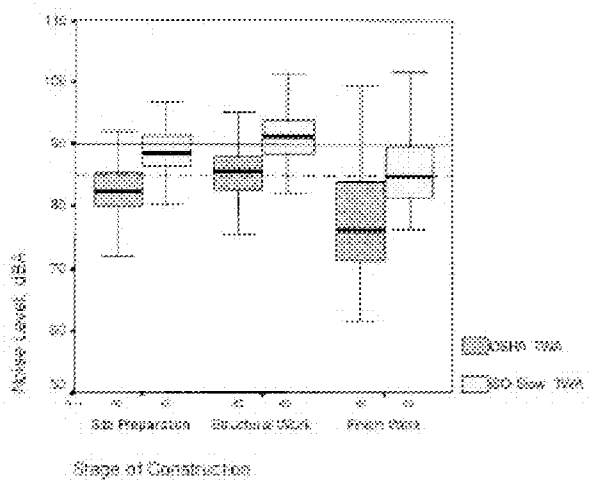

Figure 2, also from Neitzel et al., compares noise exposure levels using the 3- and 5-dB exchange rates by construction trade. The differences are smallest for the operating engineers and greatest for carpenters, but they are also substantial for ironworkers and laborers. In this case all of the differences were significant at the 0.05 level. The authors found an overall difference between the 3- and 5-dB exchange rates of about 7 dB.

FIGURE 2. Comparison of OSHA and NIOSH/ISO TWAs by trade. Reprinted from Neitzel et al. [14] with permission of the first author.

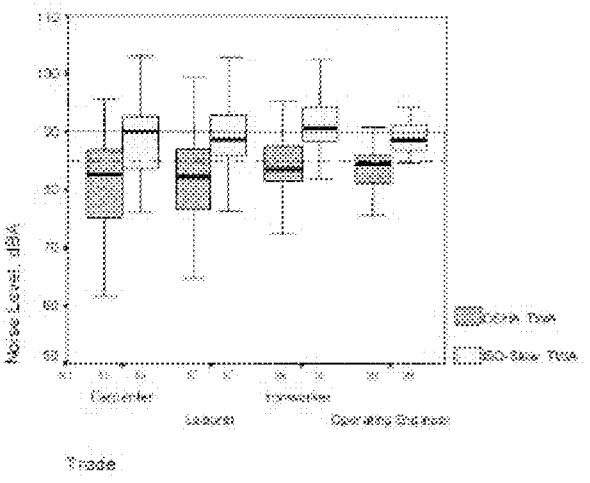

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Relative Hazard of Construction Equipment

Because construction workers often use several different pieces of equipment, Neitzel and Seixas developed a method by which the average noise contribution of the various tools and equipment could be assessed. Table V gives "1-min sound levels" of construction equipment. This term represents an average of the 1-min dosimeter readings in L_{eq} (3-dB exchange rate) that came from periods when workers reported using a particular piece of equipment. For example, there was a total of 255 min during which workers reported using an air compressor, and the median sound level, integrated during each 1-min period, was 96 dBA, with a range of 70 to 114 dBA and a standard deviation of 11.2 dBA. The large standard deviations for most pieces of equipment reflect the variations of sound levels and conditions of use.

TABLE V. Median 1-Min Sound Levels in L_{eq} by Equipment/Tool (Adapted from Neitzel et al. [14] Using Additional Data Supplied by Neitzel [16])

Tool Name	Tool Drive Type	Minutes	Median dBA	SD dBA	Range dBA
Air compressor	pneumatic	255	96	11.2	70-114
Backhoe	gasoline	1908	86	6.0	70-108
Bulldozer	gasoline	494	89	8.2	70-104
Chipping gun	pneumatic	1151	93	13.1	70-120
Chopsaw	electric	631	80	8.6	70-106
Crane	electric	3059	78	7.7	70-110
Forklift	gasoline	3727	85	5.8	62-125
Hand hammer	mechanical	4443	85	8.0	56-110
Jackhammer	pneumatic	267	104	11.4	70-112
Lejeune gun	pneumatic	390	89	8.4	70-120
Truck	gasoline	970	78	8.0	70-123
Welding torch	other	1923	84	8.9	70-118

These 1-min average noise levels do not represent noise doses or 8-hour time-weighted exposures, but they do provide a means for estimating the relative hazard of the various pieces of equipment. The reason they may be somewhat lower than measurements taken with a sound level meter is that they tend to incorporate some amount of time when the equipment is either idling or actually turned off. Although it would be useful to have data on additional types of equipment, as well as various models of the same type of equipment,

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these data show that pneumatic tools, such as jackhammers and chipping guns, pose a greater risk than those powered by other means.

Chemical and Combined Exposures

In recent years there has been a substantial increase in information on the adverse auditory effects of chemicals, especially when combined with high levels of noise. OSHA estimates nearly one million construction workers are occupationally exposed to lead, [17] a substance known to be ototoxic. [18,19] Solvents, such as toluene and xylene, have been implicated as causes of occupational hearing loss, and, particularly when combined with noise, appear to exacerbate the hazard to hearing. [20-23] In a report on construction laborers, Burkhart et al. [24] placed toluene and xylene high on the list of hazardous chemicals and physical agents in terms of estimated number of exposed workers. Until more details are known about the combined exposures of construction workers, the existing data in this area should be used as added incentive for diligence in protecting workers, both from noise and from potentially hazardous chemicals.

HEARING THRESHOLD LEVELS OF CONSTRUCTION WORKERS

Although there is not nearly as much information on hearing threshold levels of construction workers as there is on noise exposure levels, fortunately, some data do exist. Studies as early as the 1960s and 1970s pointed out the problem. LaBenz et al. [1] measured the hearing of 66 operators of earth-moving vehicles and found considerably more hearing loss than in a population not exposed to noise for all age groups. Kenney and Ayer, [2] with more sophisticated audiometric equipment, measured hearing threshold levels of 33 sheet metal construction workers who regularly used handheld power tools. They found noise-induced threshold shifts that were significant for every age group and greatly exceeded expected hearing threshold levels for the older age groups.

Ohlin [25] prepared an inventory of civilian job specialties giving the number and percentage of workers in each specialty with hearing loss, defined as hearing threshold levels (HTLs) greater than an average of 25 dB at 1000, 2000, and 3000 Hz. The list, found in Table VI, includes several jobs that are associated with construction activity.

TABLE VI. Job Specialties Showing Incidence of Hearing Loss (Adapted from Ohlin [25])

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Job Title	No. Audiograms in Specialty	No. with Hearing Loss [A]	Percentage with Hearing Loss[A]
Crane operator	116	38	33
Welder	602	176	29
Carpenter	811	214	26
Engineering equipment operator	340	84	24
Wood worker	258	61	24
Motor vehicle operator	983	185	19
Electrician	495	92	19

[A] HTLs greater than an average of 25 dB at 1000, 2000, and 3000 Hz.

Waitzman and Smith [26] performed a multivariate regression analysis based on the combined data from the Public Health Service and Health Examination Surveys of 1960-1961 and 1971- 1975. The authors divided industrial workers into three categories: construction, manufacturing/mining, and other. They found that the construction category showed the greatest amount of hearing loss for all degrees of severity and at all ages, demonstrating the magnitude of the problem in construction and indicating that the onset of noise-induced hearing loss starts early. The relative risk for blue-collar construction workers was three times that of white-collar workers. In addition, white-collar construction workers also had more hearing loss than their counterparts in other industries.

A recent study of hearing loss among 66 roofers was conducted by Schneider and Tennenbaum. [27] Subjects completed a questionnaire that included information on other hazards, such as exposure to vibration, fuels, thinners/solvents, paints, glues, lead, extreme heat, and extreme cold, as well as information on hypertension and shooting habits. The average age was 48 years with 20 years on the job. Subjects reported that they generally worked slightly more than half time and they wore hearing protection infrequently (2 always, 7 often, 11 sometimes, and 46 never). The only confounding variables that showed an effect were hypertension and shooting. The authors adjusted the data for shooting by using only the right ear of the 18 subjects that reported use of weapons.

Figure 3, from Schneider and Tennenbaum, [27] shows the average hearing threshold levels of roofers compared with the median, 90th, and 10th centiles predicted by ISO 1999 for the same age group exposed for 20 years to average levels of 85 dBA. The roofers' hearing

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threshold levels fall between the median and 10th centiles of the ISO prediction.

FIGURE 3. Average hearing threshold levels among roofers compared with those of a hypothetical 50-year-old population exposed to 85 dBA for 20 years as predicted by ISO 1999 using Annex B. Reprinted from Schneider and Tennenbaum [27] with permission of the first author.

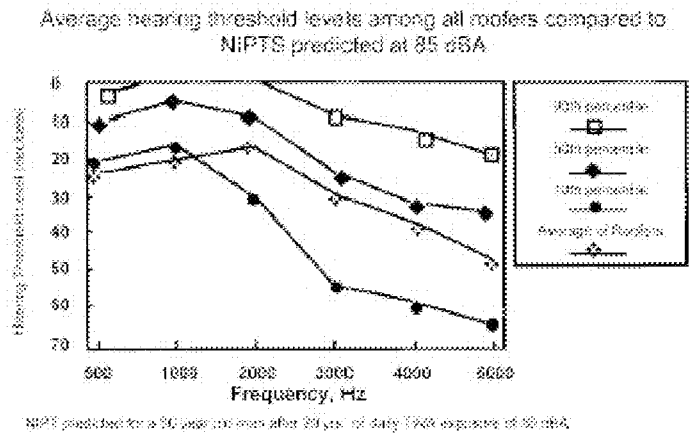

Two factors might cause these thresholds to be overestimates of the true hearing thresholds of roofers. First, the audiometric room was quiet but not soundproofed, which would be likely to produce elevated thresholds in the low and middle frequencies, although lack of soundproofing is unlikely to affect thresholds above 1000 Hz, where the major differences manifest. Secondly, a self-selection bias could occur because these subjects were volunteers at a convention. The bias could, however, work the other way in that some roofers might not volunteer because they did not want to confront the fact of hearing loss. One factor that would cause these thresholds to be underestimates is that they are part-time exposures that are compared with full-time exposures in the ISO method. Thus, to the extent that other roofers work longer hours their hearing losses could be more severe.

Figure 4, from Stephenson, [28] shows predicted compared with actual hearing threshold levels at 4000 Hz for carpenters. The data were collected by NIOSH personnel at a convention, so once again, self-selection may have introduced a bias, either to higher or lower hearing threshold levels. The results are interesting, however, because the author compares mean hearing levels of carpenters with a control group not exposed to noise (Annex A of ISO 1999 or ANSI S3.44, which comprises hearing threshold levels of an ontologically normal [highly screened] population) and to median hearing levels predicted

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by ISO 1999 (or ANSI S3.44) of persons exposed to average daily levels of 95 dBA for the same age groups. One can see that the carpenters' hearing threshold levels are considerably greater than those of the subjects not exposed to noise in all age groups, and worse than the 95-dBA populations in the older age groups. These data would indicate, to the extent that this is a representative sample, that the exposures of carpenters equal or exceed an average Leq of 95 dBA.

FIGURE 4. Predicted compared with actual hearing threshold levels at 4000 Hz for carpenters. Reprinted from Stephenson [28] with permission of the author.

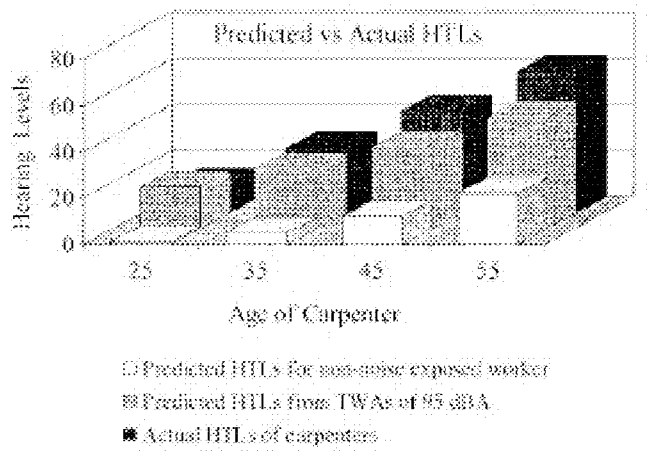

Undoubtedly, the most comprehensive HCPs for construction workers are those of the Worker's Compensation Board (WCB) in British Columbia. Figure 5, supplied by the WCB, shows HTLs of carpenters dating from 1988 and 1997. [29] These HTLs are plotted against a population from ISO 1999 Annex B (hearing threshold levels listed in Annex B of ISO 1999 [and ANSI S3.44] are for an unscreened population in an industrialized country) not exposed to noise and predictions of expected hearing threshold levels (noise-induced permanent threshold shift plus age) calculated from the measured exposures of a group of 63 carpenters in British Columbia. The carpenters' data are for the right ear and Annex B data are for the better ear, although any effect caused by this difference should be minimal. The average exposure of the measured group was an Leq of 91.3 dBA. One can see that the carpenters' HTLs were slightly worse than that of the population not exposed to noise but somewhat better than the predictions based on ISO 1999. Also, there is a slight improvement between the measured thresholds in 1997 and those from 1988 in the 6000- and 8000-Hz frequencies.

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FIGURE 5. Hearing threshold levels of British Columbia carpenters (triangles, 1988; open circles, 1997) plotted against a population not exposed to noise (closed circles) and predictions of expected hearing threshold levels due to average measured exposures of carpenters of L_{eq} 91.3 dBA (dashed line). Reprinted from Gillis and Harrison [29] with permission of the first author.

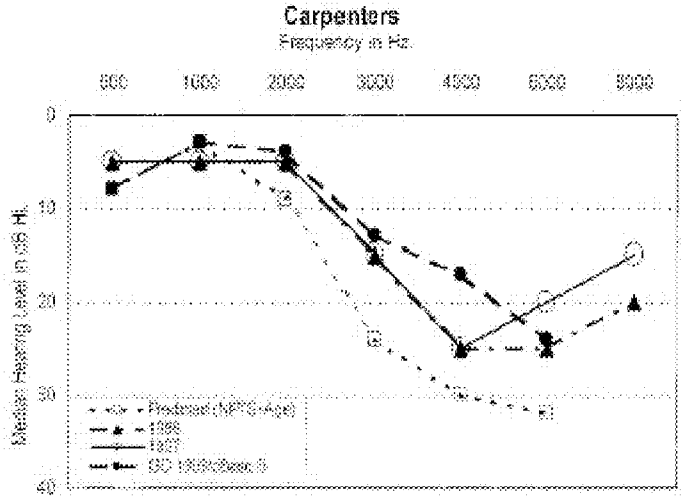

Figure 6 shows the same kind of data for equipment operators. [29] The ISO 1999 estimates of HTL are based on the measured noise exposures of 46 workers with an average L_{eq} of 91.6 dBA. Once again the 1988 HTLs are worse than those of the control population not exposed to noise and better than would be predicted according to the ISO standard. HTLs of the 1997 population, however, mimic the nonexposed curve and are substantially better than would be predicted by the average exposure level of a similar group of equipment operators. The reasons for these improvements are most likely attributable to the success of HCPs, which will be discussed further in the following sections. It is possible that some of the improvements may be due to the learning effect, an artifactual improvement in HTLs that occurs when people take several audiometric tests over a period of time. However, one cannot dispute the large differences between HTLs of these workers and the HTLs that would be predicted from their noise exposures.

FIGURE 6. Hearing threshold levels of British Columbia equipment operators (triangles, 1988; open circles, 1997) plotted against a population not exposed to noise (closed circles) and predictions of expected hearing threshold levels due to average

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measured exposures of equipment operators of L_{eq} 91.6 dBA (dashed line). Reprinted from Gillis and Harrison [29] with permission of the first author.

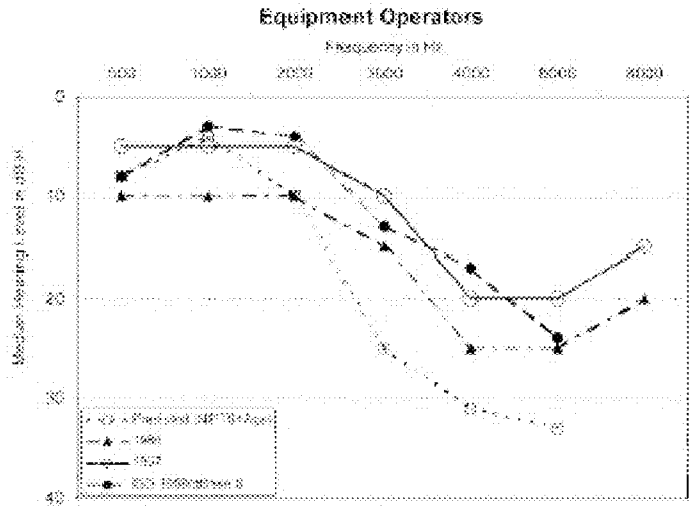

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HEARING PROTECTOR USE AMONG CONSTRUCTION WORKERS

Prevalence of Use

The use of HPDs by US construction workers has been notoriously poor, although it has improved slightly in recent years. For example, a 1967 study of occupational health in California noted that HPDs were not considered practical because of heat, dust, dirt, and lack of washing and fitting facilities on job sites. [30] This attitude was probably typical of construction in the United States until fairly recently. Even today, the use of HPDs in construction is not widespread. Greenspan et al. [12] found that only one individual out of the group of operating engineers and laborers they studied used HPDs, and this individual reported that he already had a hearing loss. Most of the group was older than 50 years and most reported that HPDs interfered with communication.

Table VII gives estimated numbers of workers exposed to noise levels of 85 dBA and above in various segments of the construction industry and the reported percentage using HPDs. The numbers of exposed workers are based on NIOSH estimates from 1981-1983, updated to reflect 1995 construction employment data. [4] The percentages are based on NIOSH observations from 1981-1983. One should keep in mind that the numbers exposed include

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all of those exposed to levels, not TWAs, of 85 dBA and above. Even so, the percentage observed using HPDs is quite low, and virtually nonexistent in certain trades.

TABLE VII. Estimated Numbers of Workers Exposed at or Above 85 dBA and Percentage Using HPDs (NIOSH Percentage Estimates [1981- 1983] Using 1995 Construction Employment Data. Adapted from Hattis [4])

SIC	Industry Description	NIOSH Est. No. Exposed >85 dBA	Reported % Using Hearing Protection
152	Residential builders	75,500	1
154	Nonresidential builders	66,300	15
161	Highway and street construction	60,400	11
162	Other heavy construction	90,500	44
171	Plumbing, heating, and air conditioning	52,700	16
172	Painting and paper hanging	35,100	0
173	Electrical work	74,100	0
174	Masonry, stonework, and plastering	33,500	11
175	Carpentry and floor laying	70,700	0
176	Roofing, siding, and sheet metal	22,300	3
177	Concrete work	98,500	19
179	Miscellaneous special trade contractors	74,500	35
Total		754,100	avg. 15%

The information in Table VIII summarizes the prevalence of HPD use according to various studies. In their survey of operating engineers, carpenters, and plumbers/pipefitters, Lusk and her colleagues found that overall, 24% of those surveyed never used HPDs when exposed to high levels of noise, and only 5.3% always wore them when exposed. [32]

TABLE VIII. Summary of Prevalence of HPD Use According to Various Studies

NIOSH (NOES) (1981-1983)[A]
Highway and street construction, 11%
Carpentry and floor laying, 0%
Plumbing, heating, and air conditioning, 16%
Overall average, 15%

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Lusk et al. [31]		
Operating engineers, 49%		
Carpenters, 18%		
Plumbers/pipefitters, 32%		
Overall average, 33%		
British Columbia WCB [29]	1988	1998
Equipment operators	74%	90%
Carpenters	49%	77%
Electricians	55%	87%
Laborers	64%	64%
Truck drivers	46%	73%
Welders	76%	94%
Overall average	56%	75%

[A] Examples from Table VII

By contrast, the majority of British Columbia construction workers regularly used HPDs, even in 1988, when hearing conservation efforts were formally initiated in construction. According to Harrison, [33] British Columbia has required the use of HPDs since 1967, and a positive safety culture has existed there since the early 1970s, when hard hats and HPDs were fairly widely accepted. Enforcement of hearing conservation requirements was stepped up in the early 1970s, mainly in the forestry industry, but compliance appeared to spread into other sectors at that time. The widespread use of HPDs by 1988 is likely to be the primary reason for the better-than-expected hearing threshold levels of the carpenters and equipment operators shown in Figures 5 and 6.

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Practical Considerations

The need for construction workers to communicate with each other is as great or greater than in most manufacturing industries. This is particularly true of personnel operating heavy and mobile equipment, such as loaders, dozers, and cranes, as well as personnel on the ground or in structures who need to communicate with them. Unless these workers are fitted with effective two-way or multiway communication systems, HPDs are likely to be viewed as a hindrance to communication and the perception of warning signals. This is especially true of workers who have already incurred a noise-induced hearing loss.

Most of these noise-induced hearing losses occur in the frequencies above 1000 Hz, which

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is the area most critical for the understanding of speech. Unfortunately, HPDs attenuate most effectively in this same frequency range. Consequently, spoken communication and indeed many warning signals become more difficult to perceive and understand when the person with noise-induced hearing impairment wears HPDs. There is a considerable body of research indicating that persons with noise-induced hearing loss are at an increased disadvantage in the perception of speech and warning signals when they wear HPDs. (34)

By contrast, a recent laboratory study of the effects of HPDs and hearing loss on the ability to perceive a common back-up signal indicated that persons with fairly severe losses could still detect a common reverse alarm at a signal-to-noise ratio of 0 dB. (35) These results are not definitive, however, because of the small size of the experimental population and because the subjects had no additional demands on their attention. It does suggest that even hearing-impaired persons wearing HPDs are able to perceive warning signals under certain favorable conditions.

There is also a body of research on listeners with normal hearing that shows that the use of HPDs can actually improve the perception of speech and warning signals in high-noise conditions. This is especially true when the noise is continuous. It appears that the point at which HPDs no longer provide an advantage for normal-hearing listeners is between about 80 and 90 dBA. (34)

However, much of construction noise tends to be intermittent or varying. Intermittent noise, which is typical of carpentry and finishing operations, is characterized by large differences in sound level and periodic interruptions at relatively low levels. Varying noise, which is more typical of the heavy equipment noise generated during site preparation, is characterized by ample differences between maximum and minimum levels, but low-to-moderate levels in between are present for a considerable amount of time. (36,37) Although HPDs may benefit communication during high noise periods, they are likely to be an impediment during the periods of intermittency when noise is below 80-90 dBA, and yet construction workers need to communicate and hear warning sounds during these periods.

This problem would suggest the need for HPDs that can be easily put on and taken off, such as muffs or semiaurals. There are, however, drawbacks to both of these protectors in the construction environment. First, muffs are sometimes incompatible with hard hats and safety glasses. Some muffs can be worn with the headband under the chin, but this position may be awkward. Muffs that are actually attached to the helmet are a popular alternative, but the attenuation is not always as great as with standard muffs because of difficulties in

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proper orientation and fit. The temple bars of safety glasses will often break an earmuff 's seal and attenuation will be reduced. Semiaurals may be useful as they are very easy to don and doff, but workers often find them uncomfortable and dislike the effects on the perception of their own voices due to the "occlusion effect" they sometimes generate. (38)

Interestingly, most workers in the British Columbia program, where the rate of use is highest, prefer to wear earplugs rather than earmuffs or semiaurals. In 1997, 64% of the construction workers reported using plugs, 13% used muffs, 1% used a combination of plugs and muffs, and 22% used no HPD. The use of plugs in British Columbia has greatly increased since a previous survey in 1981, and the use of muffs has decreased. (39)

Earplugs also have their disadvantages, aside from the fact that they require more time and effort to put on and take off than muffs or semiaurals. User-molded plugs, which have become by far the most popular type of plug, require clean hands to roll down and insert. The dust and dirt typical of construction sites can become imbedded in the plug and therefore a possible hygiene problem.

Localization of the sound source can be very important in construction. Workers need to be aware of warning signals, shouts from coworkers, and back-up alarms from moving vehicles. Both plugs and muffs degrade the ability to localize in the horizontal plane (left-right) and muffs have a devastating effect on localization in the vertical plane. (34,40,41) This fact has particular implications for the safety of iron workers and others who depend on communication in the up-down dimension.

It is true that hearing loss itself degrades the ability to localize (42) and to perceive speech and warning signals, (34) and one of the best ways to prevent hearing loss is the effective use of HPDs. This presents a difficult paradox because one is reluctant to generate safety problems in the effort to reduce an adverse effect on both safety and health.

The most recent noise regulation in British Columbia, which applies to construction as well as general industry, requires the posting of noise hazard areas when average exposure levels exceed 85 dBA (L_{eq}) or peak sound levels exceed 135 dBA. Employers must supply HPDs and workers must wear them in areas that have been posted. (43) This would presume that construction workers would be obliged to wear HPDs during the quiet periods and in noise levels between 80 and 90 dBA, even if they should pose a safety hazard. The regulation does state, however, that workers must wear HPDs "in accordance with instructions provided by the employer." Hopefully, employers would see fit to allow, even encourage

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workers to remove protectors when noise levels drop below about 85 dBA, but such flexibility on the part of both contractors and workers may not be easy to achieve. Employers often have the idea that bigger is better, and seek out HPDs with the most attenuation, regardless of an employee's noise environment and job needs. This practice can lead to overprotection, when too much attenuation can prevent workers from hearing sounds that are necessary to their job performance and safety. HPDs with only mild or moderate levels of attenuation can be quite adequate, as long as they are worn properly.

The British Columbia noise regulation requires certain selection criteria for HPDs, which are based on the Canadian Standards Association Standard, Z94.2-94, "Hearing Protectors" and its appendix. These criteria include communication demands on the worker as well as the worker's hearing ability and daily noise exposure. (43) The requirements should have the effect of encouraging employers not to overprotect.

In the United States the ANSI standard (S12.6) for estimating the attenuation of HPDs has recently been revised to include a subject-fit protocol (Method B) in addition to the traditional experimenter- fit method (Method A). (44) Using the new subject-fit procedure results in noise reduction ratings (NRRs) that are somewhat lower, but considerably more realistic than those derived by the earlier method, which is still printed on the HPD's package. US employers should be encouraged to use the newer Method B values whenever available, and to understand that they are more reflective of real-world use. In other words, employers should understand that hearing protector attenuation needs to be adequate but not excessive, and that overkill is a bad idea.

Regardless of whether HPDs improve or interfere with the perception and identification of warning sounds in specific cases, many construction workers believe that they will be a hindrance and therefore resist wearing them. A survey of carpenters' attitudes showed that nearly 50% believed they would be unable to hear warning sounds when wearing HPDs, and an additional 17% was unsure. (45) This problem calls not only for improved training, but an educated sensitivity on the part of those who dispense and supervise the wearing of HPDs.

Potential Solutions

Over recent decades, certain HPDs have been developed with speech communication and warning signal detection in mind. They may be classified as passive attenuators, attenuators aided by electronics, and communication systems. (For a comprehensive review of

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technology advances in HPDs, see Casali and Berger. [46])

Passive attenuation is characteristic of conventional plugs and muffs that do not use electronic systems. An example of a relatively new passive device is the Ultra 9000 (Aearo Co. Indianapolis, Ind.), a level-dependent earmuff that uses a valve system to achieve low levels of attenuation in low noise levels, with substantial attenuation in impulsive noise conditions. [47] Although this muff provides somewhat less attenuation in the low frequencies than in the middle and high frequencies, the slope between 500 and 8000 Hz is relatively flat (when worn correctly), which is desirable for speech communication. Other earmuffs without the level-dependent characteristic are currently being marketed for their communication advantages. An example is the Bilsom NST (Bacou-Dalloz Inc., Reading, Pa.), which has a relatively uniform attenuation between 250 and 6000 Hz.

Another promising development in the passive category are the ER-15 and the ER-25 plugs (Etymötic Research, Elk Grove Village, Ill.). The former provides a uniform attenuation of approximately 15 dB throughout nearly the entire frequency range, and the latter 25 dB of attenuation, although it rolls off slightly in the low frequencies. According to Killion et al., [48] the acoustics of the ER-15 plug were developed to mirror the natural response of the open ear while providing some amount of attenuation. It has become known as the "musician's earplug" because of its popularity among musicians, who require spectral "fidelity." Because its official NRR is only 7 dB, it is not appropriate for all occupational uses. The ER-25, however, does provide more attenuation, with an NRR of 16. The major drawback to these HPDs is that they must be custom molded to the user's ear, which adds considerably to the cost.

There are some conventional earplugs that attempt to achieve a flat attenuation at much lower cost. For example, Aearo's Ultratech plugs, with NRRs of 12 or 16 dB, are premolded plugs that have a slope of only 10 dB between 125 and 8000 Hz when worn correctly. Even though the NRRs of these devices are not as impressive as the 25-to-30 dB of many other HPDs, their attenuation would be sufficient for many construction activities, as long as they are inserted and worn properly.

There are two types of earmuffs that employ electronics. One uses noise cancellation to achieve attenuation. The other uses amplification to permit the passage of low and moderate levels of sound, maintaining a constant level at the ear. It then acts as a passive attenuator at high levels. An example of the latter is the Peltor Tactical 7-S (Aearo Co., Indianapolis, Ind.). This type of HPD offers promise of protection against high-level impulses

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superimposed against a background of relative quiet. [46]

Noise canceling earmuffs use electronics to generate an "antinoise" signal that reduces incoming noise levels by 20 dB or so in the low frequencies. An example of this HPD would be the ProActive 3000 muff (Noise Cancellation Technologies Inc., Stamford, Conn.), with an NRR of 21 dB assessed in the passive mode. These devices are useful mainly in environments characterized by high levels of low-frequency noise, where C-weighted levels exceed A-weighted levels by at least 10 dB. Because the electronics take up considerable room in the earcup, they cannot achieve as much passive attenuation as certain other protectors. However, they can produce a flatter attenuation curve when the active noise reduction feature is activated by boosting attenuation in the low frequencies and they can also reduce the troublesome masking properties of low-frequency noise. As of 1989, at least seven different companies had working models of active noise reduction headsets using noise cancellation technology, [49] but that number is probably lower today. Cost is a drawback, with prices ranging from $150 up to $1000 per set. [46]

It appears that there has been little laboratory or field testing of speech recognition with either type of electronically aided muffs. These HPDs may indeed be of benefit to speech communication and warning signal detection, but further evaluation is indicated before they are relied on in situations when speech communication is critical.

Communication headsets, however, have been used successfully over the years when communication at a distance is necessary. Although they cost anywhere from $200 to over $600, the expense can be more than offset by the benefits of clear and necessary communication. Noise cancellation may be used in these devices as an added benefit in the reduction of low-frequency noise, as in the Aviation Headset X (Bose Corp., Framingham, Mass.). Passive attenuating muffs may be plugged into existing radio systems, or self-contained units are also available for communication at distances of up to 2 miles. Several companies manufacture HPDs as communication headsets, with NRRs ranging from 21 to 29 dB. (50)

With the passage of the Americans with Disabilities Act in 1990, it is within reason to speculate that employers, including construction contractors, may need to provide workers who have hearing losses with HPDs that are suited to their communication needs, both in terms of spoken communication and the perception of warning signals. [51]

Clearly, the only practical, long-term solution to the many problems of hearing protector use

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in construction is noise control, both in the design and manufacture of construction equipment and at the construction work site.

AUDIOMETRIC MONITORING/ RECORD KEEPING

Audiometric testing is of little value unless serial audiograms can be compared, threshold shifts detected, and measures taken to halt the progression of noise-induced hearing loss. Single audio-grams may indicate hearing loss, but unless a series of audiograms imply an occupational cause, the process is only one of documentation rather than conservation of hearing.

Barriers to Successful Audiometric Monitoring and Record Keeping

There are several reasons why meaningful audiometric testing and the proper keeping of records are difficult in the construction industry. These include (1) mobility of construction workers, (2) the temporary and seasonal nature of employment, (3) the small size of construction companies, and (4) the prevalence of self-employment.

The Center for the Protection of Workers Rights has compiled a substantial amount of information about the construction industry and its workers from the Bureau of Labor Statistics, the Bureau of the Census, and other sources, which can illuminate these issues. (52)

Mobility. Depending on the size and nature of the project, construction workers may work for one company for only a matter of weeks or months, or up to many years. The average duration, however, is less than in the manufacturing industries. Job tenure in construction also depends on whether an employee belongs to a union. In 1993 the median job tenure in construction for union employees was 5 years and for nonunion employees, 3 years. (52, chart 20b) However, nearly 80% of construction employees are not unionized. (52, chart 14a)

Temporary and Seasonal Nature of Employment. Temporary unemployment is common among construction workers, and seasonal breaks are particularly common in the northern states. Unemployment ranges from 5 to 10% higher in construction than in the general population (52, chart 20c) and the rate of failure in construction companies has been consistently greater than in other industries as a whole. (52, chart 11a)

Small Size of Construction Companies. Small businesses are less likely to conduct

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audiometric testing, and those with 10 employees or fewer are generally exempt from record-keeping requirements. Nearly 82% of construction establishments have less than 10 employees and less than 1% have more than 100 employees. (52, chart 3c)

Prevalence of Self-Employment. Construction workers who are self-employed are less likely to be part of an employer's safety and health program, and are unlikely to have their own hearing tested. About 2 million of the estimated 5 million construction workers list themselves as self-employed, and 75% of these are unincorporated. (52)

Potential Solutions
Centralized Systems

British Columbia. The most successful HCP for construction workers is the program conducted by the Worker Compensation Board (WCB) of British Columbia. One measure of its success can be seen in the better-than-expected hearing threshold levels of construction workers and the improvements between the thresholds in 1988 and those measured in 1997. The examples given in Figures 5 and 6 are representative of all of the trades measured. (29) This program has the advantage of being centralized in the WCB, which is supported from fees taken out of the worker compensation premiums of British Columbia employers.

The program has been in effect for construction workers since 1987, when audiometric tests were initiated, and since then tests have been conducted annually. An updated noise regulation specifies a PEL of 85 dBA, a 3-dB exchange rate, a peak sound level limit of 135 dBA, and engineering controls above these limits whenever practicable. (43) Noise exposure monitoring and training and education are required at an action level of 0.5 (an L_{eq} of 82 dBA), but these latter requirements are not rigorously enforced in the construction industry. (53)

The WCB trains and certifies all technicians, who then provide audiometric testing, training, and counseling to construction workers. Audiometric information, including a medical history, is collected by the technicians on an optical-read form and scanned onto a WCB mainframe. In addition, workers carry with them a "WorkSafe" card, which contains a record of their hearing test, the date of the test, and boxes in which the technician may check whether the worker has received an explanation of the results, a fit test of hearing protection, or whether the requirement to wear HPDs has been discussed. Workers are advised to show the card at the next test in one year. The regulation requires also that the

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employer maintain, "in a manner acceptable to the board," (sec. 13.120) a record of the hearing tests for each worker as long as the worker is employed by that employer. (43)

Information about noise control and other aspects of hearing conservation is made available to employers through a WCB newsletter as well as through the technicians. Roberts (53) reports that compliance with the regulations is fairly good in heavy construction, commercial building, and road construction, but poorer in housing construction and among small-business contractors (which is not surprising). Also, because the regulation requires hearing tests "not later than 6 months after the start of employment, " (sec. 13.116) workers on short jobs are likely to be overlooked.

European Programs. Bygghälsan, the Swedish Foundation for Industrial Safety and Health in the Construction Industry, was founded in 1968. Its support was generated by assessing contractors for fees based on hours worked, and, like the British Columbia program, provided a central repository for hearing test data and other types of information. Its activities in recent years have been severely curtailed because of government cutbacks. The CPWR Chart Book, however, does contain data showing the decreased prevalence of "severe high-tone hearing loss" in Swedish construction workers between 1971-1974 and 1986-1990. (52, chart 40c)

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In Germany, Arbeitsmedizinischer Dienst, state-run occupational health centers assist small companies with audiometric testing and the retention of audiometric records. (54)

Requirements of Other OSHA Regulations. Welch and Roto (55) report that of the 21 OSHA regulations requiring medical monitoring, 13 apply to construction. Both lead and asbestos have their own construction versions, although lead is, at this time, a final interim rule. The lead standard, 29 CFR 1926.62, requires a full medical examination when blood-lead or air sampling levels exceed certain criteria. The asbestos standard, 29 CFR 1926.1101, requires medical monitoring for all employees who are exposed above the PEL or an "excursion limit" for a combined total of 30 days or more per year. A medical exam must be given at least annually. It should include pulmonary function tests and may include a chest X-ray at the discretion of the physician. An exam is not required if records show that an employee has been examined within the past year.

The general industry regulation for hazardous waste operations, 29 CFR 1910.120, also requires medical examinations, and the revised respirator standard, 1910.134, requires

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physician clearance for workers to wear continuous-flow respirators. These standards also apply to construction.

Employers, including construction contractors, are required to ensure that these tests are performed and must pay for them. The problem is that the many complex characteristics of construction mentioned above (mobility, seasonal and short-term nature of the work, prevalence of self-employment, etc.) work against efficient medical monitoring programs, especially the keeping of records. OSHA's record-keeping rules, which have the same provisions for construction as for general industry, limit the requirements for short-term employment and for companies with 10 or fewer employees, except in cases of fatalities or multiple hospitalization accidents. Clearly, great numbers of construction workers are falling through the cracks.

Even for those companies that would be responsible for keeping records of medical monitoring, the question remains as to what to do when employees move on. The construction regulation for access to medical records (29 CFR 1926.33), which is identical to the general industry regulation (29 CFR 1910.1020), states that employers need not retain records after an employee's termination, but may simply give the records to the employee, provided that the employee has not worked there for more than 1 year.

But the question of effective follow-up remains open, especially in the case of audiometric testing, which is so dependent on the comparison of serial audiograms. There appears to be little experience with effective records management for construction employees for any health hazard outside of British Columbia. The one exception may be joint labor-management programs.

Joint Programs. Several of the unions whose members perform construction work have negotiated medical monitoring, testing, and training programs through the collective bargaining process. Examples of these are ironworkers, painters, carpenters, laborers, and sheet metal workers. All of these unions have centralized funds used mainly for training, but that also pay for some medical testing, such as asbestos exams, lead, and clearance for working with hazardous waste. (56)

A good example of this type of program is the MOST (Mobilization Optimization, Stabilization, and Training) program run by the boilermakers union. (57) The program covers drug, pulmonary function, and respirator fit testing, as well as safety glasses and safety training for some 20,000 boilermakers at this time, and it will soon involve 26,000 construction workers in Michigan. In addition, it is now open to all crafts in the nation. One

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of its most interesting aspects is the Employee Verification System, the ability of employers to call in to the program headquarters and obtain information on pulmonary function levels, as well as the dates on which all testing and training occurred. The program used to include full medical exams, including audiometric testing, but that segment was discontinued due to expense.

Unfortunately, there is no evidence in the United States of joint labor-management programs for construction workers that include audiometric testing and record keeping.

Even though these joint programs may be very successful, there are two principle disadvantages. First, union members are understandably reluctant to pay for medical monitoring and training when OSHA regulations have mandated these as employer responsibilities. Even though it is actually the employer who pays, workers may be reluctant to use collective bargaining to achieve benefits that are their right by law. The second and most obvious disadvantage is that 80% of the construction work force is not organized and therefore would not benefit from this type of arrangement.

There is no reason, however, why contractors could not pay into a fund for purposes of medical monitoring, including audiometric testing and record keeping, which would be managed by a public or private agency. This fund would then cover all construction workers, whether or not they were unionized.

State-Run Programs. There are, in fact, some states that have adopted OSHA's hearing conservation amendment for construction workers. For example, the State of Washington's Department of Labor and Industry is divided into a worker compensation section and an occupational safety and health section, the latter having jurisdiction over noise regulations. However, there has been virtually no enforcement or compliance with the construction noise standard, so merely adopting the federal hearing conservation standard for construction workers is not necessarily the answer unless the state is willing and able to enforce it.

It appears that the best solution would be a program like that of the WCB. Here, a centralized agency, in this case the WCB of the Province of British Columbia, not only keeps the records but trains the technicians, ensures follow-up, and provides quality control. This function could be carried out within the United States by state agencies, such as health departments.

There is a program called the Adult Blood Lead Surveillance program, funded by NIOSH

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and the Centers for Disease Control and Prevention, in which 26 states keep a register of the effects of lead and other heavy metals. These data are generally used for epidemiological purposes, but in some cases for individual follow-up. In New York, for example, all blood lead levels are sent to the State Department of Health and high levels can trigger follow-up phone calls to lead-exposed individuals. (58) In addition, some states have cancer or silicosis registries.

Although a state-run program is likely to be the most efficient solution for HCP elements such as audiometric testing and record keeping, these programs are always susceptible to the whims of state legislatures or federal funding sources. The perfect solution is elusive.

Credit-Card Type Storage Devices

Contemporary technology could make the problem of construction worker mobility somewhat more tractable. These devices, like optical cards, may be carried in one's wallet and are capable of storing considerable amounts of information. Evidently they are already being used for documenting safety training. According to Stephenson, (59) any audiometer that can communicate with a personal computer (which is a great many audiometers nowadays) can handle these devices. All that is needed is the appropriate software and a special drive. NIOSH has this capability at this time.

An example of the effective use of these "smart" cards is the program that allows travelers to cross the US/Canadian border by inserting a card encoded with the individual's fingerprint into an optical reader. According to a press release issued by Canon USA in 1995, these cards can store the equivalent of 1600 pages of text or other digital data, and they are already widely used in the health care field as a portable clinical record. (60) No doubt the technology has advanced considerably since then.

NOISE, HEARING LOSS, AND ACCIDENTS IN CONSTRUCTION

Accidents in Construction

Traditionally there has been a high rate of occupational injuries in the construction industry. Sweeney and her colleagues collected the following data from the Bureau of Labor Statistics and various other sources: (61) Construction workers represent 6.5% of the work force, but 18% of the fatal injuries occur in construction. After mining and agriculture, construction ranks third for workplace fatalities and injuries. The leading causes of

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construction fatalities include falls (31%) and transportation incidents (27%). Contact with or being struck by an object and musculoskeletal disorders account for more than 50% of all traumatic injuries. Construction workers are twice as likely as the average worker to be killed by a motor vehicle, and 40% of worker fatalities from motor vehicle accidents are pedestrians. Nearly 2000 machine-related deaths in construction occurred between 1980 and 1992 and in nearly one-third of the cases the worker was struck by a moving mobile machine. Laborers (23.5%) and operating engineers (22.6%) accounted for nearly half of the machine-related deaths.

Possible Contribution of Noise and Hearing Loss

There is little objective information linking noise exposure or hearing loss with accidents specific to construction, but common sense would suggest that many of these accidents might have been prevented had workers been able to perceive warning shouts or signals. The high incidence of fatalities from being struck by objects, of transportation incidents, and the frequency of fatal accidents from moving machines (especially with pedestrians as victims) all suggest a breakdown in communication.

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Noise and hearing loss have been implicated in studies of other industries. For example, noise and hearing loss were found to be accountable for 43% of the injuries in a shipyard setting. (62) The authors considered other possible causes, such as alcohol consumption, cigarette smoking, and the use of earplugs, and found that alcohol consumption was the only significant factor besides noise and hearing loss. It appears that the authors controlled for age and job hazard.

Zwerling et al. (63) assessed the likelihood of occupational injuries in a large sample of workers drawn from the National Health Interview Survey. These workers had listed themselves as having some kind of preexisting impairment: visual or hearing impairment, back conditions, upper or lower extremity conditions, diabetes, epilepsy, and arthritis. The authors found that the highest risk of job-related injuries came from workers having sensory impairments with odds ratios for blindness of 3.21, deafness 2.19, hearing impairment 1.55, and visual impairment 1.37 (which was not statistically significant). Of the seven occupational groups studied, laborers represented about 8% of the total cohort, and approximately 36,000 in this group (13%) were construction laborers.(64) The remainder of the group included material handlers, as well as operators of various kinds of vehicles and equipment, some of whom might also be considered construction workers. The category titled laborers was one of three blue-collar categories, the others being mechanics/repairers,

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and operators/assemblers. The odds ratio for injury among laborers was 4.16, the highest of any of the groups.

Another study of a large industrial population compiled accident data from factories over a 2-year period. (65) The authors found that the frequency of accidents and illness-related absences increased with increasing noise exposure levels for both men and women. The relationship between noise exposure and accidents was significant for men but not for women. Unfortunately, it can be very difficult to control for the hazardous nature of various jobs in this kind of study, and it is possible that high levels of noise may be related to jobs that are inherently hazardous.

Reverse Alarms

In recent years there has been some attention to the questionable effectiveness of back-up alarms in mobile machinery. A study by Laroche et al. (66) demonstrated that the audibility of back-up alarms on dump trucks is compromised because of the ineffectiveness of their acoustic signals. Laroche and Lefebvre (67) traced 22 fatalities to faulty back-up alarms in the Province of Quebec over a 15-year period. Table IX provides an updated version of these data, giving the cause of each accident and comments about noise levels and the back-up alarm specific to each situation. (68)

TABLE IX. Deadly Accidents Involving Heavy Vehicles and Noise (After Laroche et al.; (69) Updated, Expanded Version Translated into English Provided by Laroche (68))

Case No.	Date of Accident	Employee	Vehicle Involved	Cause of Accident	Comments
1	08-29-91		tow truck		noise level exceeded alarm
2	06-02-88	splitter/operator (aluminum co.)	forklift	poor visibility, plus backup alarm not detected	
3	04-28-88	water system installer	dump truck (?)	backup alarm not detected	poor synchronization of maneuvers
4	09-04-87	flag person (construction site)	dump truck (10 wheeler) backup alarm:	backup alarm not detected	alarm: 90 dBA; noise from steamroller: 87

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			DAP		dBA
5	07-01-87	quality control attendant (construction site)	dump truck (10 wheeler) Kenworth 1974	backup alarm not detected	backup alarm in front of the 2 back axles and directed toward the left. alarm : 80-85 dBA; noise: 105-107 dBA
6	01-09-87	flag person (construction site)	dump truck (10 wheeler)	misjudgment by worker	alarm level greater than noise levels
7	08-08-86	marine docker	forklift	backup alarm not detected, plus driver's vision obstructed	noise: 84-96 dBA; alarm: 12 dBA
8	08-15-85	flag person (road repair)	5-ton truck backup alarm: DAP 50	backup alarm not detected, plus poor planning of operations	noise: 92 dBA; alarm: 75 dBA
9	11-21-83	shipping and receiving clerk (interior site of a pharmaceutical co.)	delivery truck	noise from truck was not detected	high noise level because of construction
10	10-06-82		loaded dump truck, Mack 76 (10 wheeler) (28,800 kg)		poor judgment or noise level same as alarm
11	09-24-82	docker (port)	road hauler	noise from hauler was not detected	high noise level, poor lighting; one-way circulation

12	09-17-82		10 wheeler dump truck		alarm was not functioning, high noise level
13	01-20-82	general foreman (James Bay site)	loaded cement mixer (82,000 kg)	backup alarm not detected	alarm: 83 dBA at 1 ft noise: 107 dBA at 3 ft
14	11-23-81	welder (railroad)	grinder, LORAM	horn was not detected	horn: 97 dBA welding noise: 90.5 dBA
15	08-10-81		loader		lack of good work method, no backup alarm
16	12-06-78	garbage collector assistant	garbage truck	backup alarm or noise not detected (?)	surrounding noise greater than truck noise
17	08-21-78	flag person (road repair)	dump truck (10 wheeler)	backup alarm not detected	noise level greater than alarm
18	01-08-76	digger operator (Miron)	Ford 8000 dump truck (8 wheeler) (10 tons)	noise from truck was not detected	no backup alarm
19	12-29-75	flag person (snow removal)	leveler	noise from leveler was not detected	no backup alarm
20	07-08-75	flag person (steel works site)	dump truck (19 tons)	noise from truck was not detected	worker was walking with his back to the truck
21	08-14-75	crane operator	platform type tow truck	noise from truck was not detected	no backup alarm
22	07-08-75	truck driver (road repair)	dump truck (7 tons)	noise from truck was not detected, also subject was very close to the back of the truck	high noise level

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23	03-18-75	pedestrian (construction site)	dump truck	noise from truck was not detected	high noise level, no backup alarm
24	03-12-75	engineer (road excavation)	loader (2.5 tons)	noise from loader was not detected	high noise level

Laroche and Lefebvre [67] concluded that there are at least five principle causes for these types of accidents: (1) hearing loss among construction workers, (2) high noise levels on some sites, (3) worker attentional demand or complacency, (4) inadequate placement of alarms, and (5) deficient acoustic features of the alarms.

The adverse effect of hearing loss should be self-evident, as with high noise levels, because they both would degrade the ability to perceive back-up alarms as well as warning shouts. Worker at-tentional demand from complex tasks or stimuli could cause the failure not so much to hear but to attend to the warnings produced by back-up alarms (see review of this subject by Suter, Ref. 34, Chapter 4). Inattention caused by habituation also could reduce the ability to react appropriately to the sound of warning alarms.

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Laroche and Lefebvre [67] reported that placement of the back-up alarm is often problematical. For example, some owners position the alarm underneath the vehicle to protect it against weather, which placement has an attenuating effect. With regard to deficient acoustic features, the authors found that most back-up alarms produce puretone signals around 1400 Hz or modulations of two neighboring sounds, 1250 and 1350 Hz. Reflections of these sound waves on the ground or diffraction by the sides of vehicles have the effect of reducing or even canceling them before reaching the listener. Within spaces of less than a few inches, Laroche and Lefebvre found variations in sound pressure level of more than 15 dB behind vehicles. Finally, the use of a pure tone in the 1500-3000 Hz range is not efficient for purposes of auditory localization. [69]

There are several reasonable solutions to these problems. First would be to prevent hearing loss through noise control, the judicial use of HPDs, and training. Second, noise levels on the construction site should be reduced through the manufacture and purchase of quieter equipment and the proper maintenance of all noise-producing equipment. Third, workers should be trained in the awareness of warning signals as well as all aspects of hearing conservation. Fourth, back-up alarms should be placed for optimal reception by the intended listener. Fifth, greater attention should be given to the workers' sound environment and sound propagation in the design of the alarm, as well as the psychoacoustics of audition.

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Laroche and Lefebvre [67] caution that back-up alarms should not emit just one pure tone because of the considerable risk of sound cancellation, but instead should produce several frequencies in the 500 to 2000 Hz range that are not harmonically related.

In optimal conditions the sound level of an alarm should exceed the background noise by 10-15 dB. However, this can pose a problem to the residents neighboring construction sites, who often complain about the noise of back-up alarms. A partial solution could be found in the form of an auto-adjusting alarm, which senses noise in the environment and adjusts its signal to a level 10 dB above that of the background noise. An example is the Starmatic 63-000 (Star Warning Systems Co., Avon, N.Y.), an auto-adjusting back-up alarm, with a range of 87-112 dB.

One final recommendation came from a safety workshop attended by laborers, and that is that personnel backing heavy vehicles should use an additional worker as a "spotter." [56] This worker is presumably in a place where the operator can see him or her, and it is important that the worker is trained and alert because Laroche and her colleagues found that the "signalman" was sometimes the one who was fatally hit. [66]

NOISE CONTROL IN CONSTRUCTION

There is a considerable amount of information available on the control of noise in the various aspects of construction, and a detailed discussion of this topic is beyond the scope of this report. A brief overview, however, would be useful. Noise control solutions include the efficient operation and maintenance of construction equipment, retrofit of existing equipment, and the design of quieter new equipment.

Feasibility

It appears that noise reduction in most construction sites and for most construction equipment is feasible. Although some tools will still require the use of HPDs for adequate protection, there is a great deal that can be done. Figure 7, from the Bureau of Mines, gives examples of how noise control could be applied to surface mining machines, several of which are used in construction. [70] Note the dramatic reductions achieved in haulage trucks, front-end loaders, and graders. Although some of these noise problems may have been mitigated in contemporary equipment, undoubtedly many have not yet been sufficiently quieted.

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FIGURE 7. Examples of how noise control may be applied to surface mining equipment, some of which is used in construction. Reprinted from Bartholomae and Parker, [70] US Bureau of Mines publication.

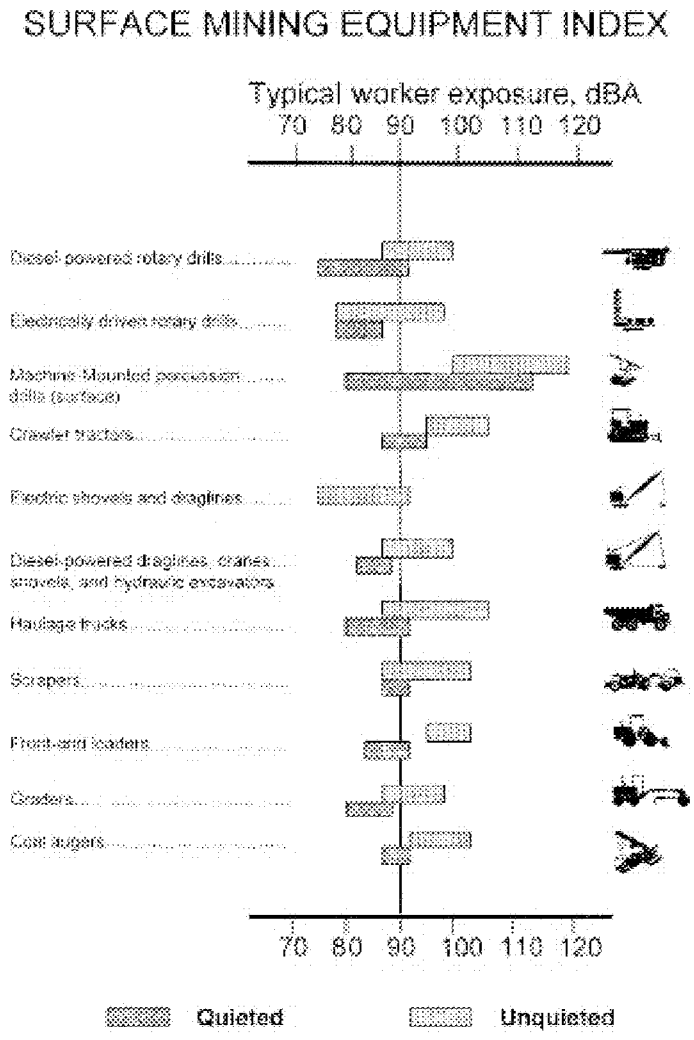

Maintenance

One of the least expensive and most rewarding noise control practices is the proper operation and maintenance of equipment. This includes keeping noisy operations away from workers who are not involved in that process, lubricating parts, keeping saw blades

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sharpened, and replacing worn bearings and other parts as needed. It also involves keeping the doors and windows of noisy vehicles closed to the extent possible to protect the operator from the engine and exhaust noise. Like any vulnerable part, noise control measures, such as gaskets and mufflers, need to be maintained and replaced when necessary to provide the desired attenuation.

Retrofit

Retrofit applications, such as those advocated in the Bureau of Mines Handbook, [70] include installing mufflers, enclosing and insulating the cabs of noisy vehicles, and enclosing parts of noisy machines. Table X, from Schneider et al. [51] lists types of construction equipment and suggested retrofit controls. The authors give references for each control measure. For example, they cite a report by the Society of Automotive Engineers, which found that changing from an inadequate to a better muffler could make a difference of 1-3 dB, and installing a muffler where one had been lacking could make a difference of 10-12 dB. [71]

TABLE X. Noise Controls for Construction Equipment (from Schneider et al. [51])

Equipment	Noise Controls
Pile driver	Enclosure, muffler
Stone cutting saw	Noise control pad with water
Handheld impact drills	Reduction of reflected sound
Circular saw blades	158 tooth angle, new tooth configuration, slotted saw blades, viscoelastic damping
Pneumatic tools	Muffler
Pavement breaker/Rock drill	Muffler, enclosure of cylinder case and front head, moil damping
Portable air compressor	Muffler, acoustic enclosures
Bulldozer	Cab-liner material, enclosure, sound absorption in canopy, sealing of all openings
Wheeled loader	Absorption of sound cooling air route
Vibratory roller	Flexible mounting for pump compartment
Joint cutter	Antivibration mounting fixtures

There may be times when retrofits yield only small improvements in noise level and HPDs

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are still necessary to prevent hearing loss. Researchers at the Mine Safety and Health Administration found that retrofit controls tend to reduce high-frequency noise more readily than low-frequency noise, often resulting in differences between C-weighted and A-weighted noise levels that exceed the nonretrofit condition, even though A-weighted levels had been reduced. [72] Although this finding should not discourage the use of retrofit measures, it does provide additional support for choosing HPDs with good low-frequency attenuation and careful training in their effective use.

Design

The most efficient and economical stage at which to control noise is in the design phase. This is true both in the design of a potentially noisy work space and in the design of equipment. For example, changes in the pathways of ductwork can reduce fan noise, [73] and changing low-frequency jet noise to high-frequency can make it easier to control. [74]

At an Environmental Protection Agency (EPA) hearing many years ago, George Diehl, an acoustical engineer with the Ingersoll-Rand Co. (Woodcliff Lake, N.J.), reported on a "whisperized" air compressor, in which the noise level had been reduced from 110 dBA to 85 dBA. [75] At that time the company was also working on noise from rock drills (pavement breakers and jackhammers), and had reduced the noise between 8 and 10 dB, while simultaneously reducing vibration. Mr. Diehl also discussed another type of demolition tool called a "hobgoblin," which was mounted on a backhoe. Because it was hydraulically operated it had no air exhaust, and therefore, the major source of noise was reduced. He reported that it could do the work of 10 to 24 regular paving breakers while producing considerably less noise. [75] It appears that this kind of push for the control of construction noise in the United States has diminished, but it continues to progress in Europe.

There is, however, an interesting innovation being developed called the Raptor (Brookhaven National Laboratory, Upton, NY), a machine that fractures concrete by firing steel nails from silencer-equipped guns. It is reported to work more rapidly than the conventional jackhammer, does not rely on an air compressor, and the noise level is projected to be below 80 dB. [76]

Resources

There are many such reports on noise control solutions in the construction industry. Some of

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them are consolidated in booklets or a series of articles. In addition to the sources cited by Schneider et al., [51] the following are some examples.

Mining Machinery Noise Control Guidelines, 1983, a Bureau of Mines Handbook. [70] This publication contains information on the noise levels of surface and underground mining equipment, some of which is used in construction, particularly in the site preparation phase of large construction projects. For each piece of equipment the booklet lists typical noise levels, along with recommended treatments, quieted noise levels, costs in dollars and labor in hours, and the availability of treatments. These descriptions include sources for commercially available noise control products and materials, technical reports on the development and demonstration of noise control treatments, and case histories.

Noise Control, Proceedings: Bureau of Mines Technology Transfer Seminars. [77] This book of proceedings contains specific articles covering some of the same types of information as above, with more text.

Constructional Noise: A Survey of Noise on Building Sites, Byggha¨lsan, Stockholm. (78) This booklet gives octave band and A-weighted noise measurement data for more than 30 examples of construction noise sources, along with information on the work operation, cause of the noise, and suggested control measures for each type of equipment or setting. Although these data are more than 25 years old, many are undoubtedly still applicable. It includes comments about controls and the need for hearing protection.

Noise Control: A Guide for Workers and Employers, US Department of Labor. [79] Although this guide pertains to general noise problems and their solutions, some of the principles of noise control also apply to construction. It was originally published by the Swedish Work Environment Fund, translated, then edited and adapted by OSHA.

"Noise Control: Principles and Practice," published in *Noise News International* between June 1994 and June 1999, form a series of 15 articles by Stig Ingemansson, the original author of the Swedish guide previously cited. [80] The articles represent an edited and updated version of the older guide.

Many papers and articles on noise control, some of which deal with construction, are available in the publications of the Institute of Noise Control Engineering, which has headquarters in Pough-keepsie, NY These include Noise Control Engineering Journal, Noise News International, and the proceedings of annual conferences, both US and international.

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In addition to the preceding suggestions, there are other publications, such as those cited by Neitzel and Seixas: [15] Alfredson and May, [81] Kessler, [82] and Mulholland and Attenborough. [83]

EPA

The Office of Noise Abatement in the US EPA, which functioned between 1972 and 1982, made significant efforts to control noise in the general environment, including construction noise. Funding for the program was terminated in 1982 by the Reagan administration, and the office was closed. However, the statutory requirements still stand because Congress has never rescinded them: the Noise Control Act of 1972 and the Quiet Community Act of 1988 (P.L. 92-574, 1972 as amended at U.S.C. 4901-4918, 1988).

Of interest in the area of construction are the regulations for medium- and heavy-duty trucks, air compressors, and regulations for the existing motor carrier fleet. These regulations are still in effect but are not being enforced. Two pieces of construction equipment, pavement breakers and rock drills, were identified as major sources of noise and set on the path toward regulation, but were "disidentified" when the program closed in 1982. The agency also considered the regulation of wheel and crawler tractor noise emission. The Noise Control Act required EPA to regulate the labeling of products that emitted or reduced noise, but EPA only promulgated one regulation in this category, the attenuation of HPDs.

A considerable amount of information about construction noise was generated by the agency, most of which is listed in EPA's *Bibliography of Noise Publications.* [84] Some titles pertaining to construction noise are listed in Appendix A. In addition, EPA has microfilmed much of the materials from the Office of Noise Abatement, and many of its contractor reports are still obtainable.

EUROPEAN STANDARDS AND DIRECTIVES

Activities of the European Community Undoubtedly the most interesting developments in noise standards and regulations are currently occurring in the European Community (EC), now known as the European Union (EU). With the economic unification of European countries, the effort to harmonize existing standards and to develop a unified approach to new standards has been taking place for nearly two decades. There are now a great many

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European standards and directives in the field of noise measurement, effects, permissible limits, and control, including some that are specific to construction.

Although publications in this area tend to use the terms "standard" and "directive" interchangeably, the word "standard" is usually applied to measurement procedures or proposals set forward by consensus groups such as the International Organization for Standardization (ISO) or the International Electrotechnical Commission (IEC). The term "directive" usually applies to an order issued by the Council of the European Community (CEC), and this order is generally mandatory for implementation by the member states of the EU.

The EU speaks in terms of the "old approach" and the "new approach" to the issuance of directives. The old approach, taken prior to 1985, applied to one product at a time and was very time-consuming. The new approach resembles enabling legislation, in that these directives apply to broad categories of products. Under the new approach, the CEN prepares nonmandatory technical specifications, the purpose of which is to assist manufacturers in the design of products so that these products will meet mandatory directives. Although the new approach was followed for directives issued in 1985 and thereafter, directives issued under the old approach still apply. Some of the old approach directives are being revised, and some new directives are still being issued under the old approach. (85)

Construction Directives

One of the earliest directives issued by the EC specified measurement methods for determining the A-weighted sound power levels of construction plants and equipment. (86) This directive was followed in 1984 by several specific directives, (85) which stipulated measurement methods and permissible sound power levels for air compressors (84/553/EEC; 85/406/EEC), tower cranes (84/ 84/534/EEC), welding generators (84/553/EEC; 85/407/ EEC), power generators (84/536/EEC; 85/408/EEC), and concrete breakers and picks (84/537/EEC; 85/409/EEC). In 1986 the EC issued a directive on hydraulic and rope-operated excavators, dozers, loaders, and excavator-loaders (86/662/EEC; 89/514/EEC). Several of these directives have been revised (indicated by the second date). Tables 3-8 in Ref. 85 present a summary of the sound power level limit values for the construction equipment listed above. The permissible sound power levels range from 100 dBA to 118 dBA, depending on size, weight, and type of equipment. (One needs to keep in mind that the sound power level can be some 25 dB greater than the sound pressure

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level at the operator's position.)

1986 Directive to Protect Workers Against Noise

In 1986 the CEC issued directive 86/188/EEC "on the protection of workers from the risks related to exposure to noise at work." (87) This directive required all employers to reduce TWA noise exposure levels (using the 3-dB exchange rate) to 90 dBA or "to the lowest level reasonably practicable, taking account of technical progress and the availability of measures to control the noise, in particular at source." (article 5-1) This means that employers must reduce noise to levels below 90 dBA whenever "reasonably practicable." (Article 5-2) Other measures, such as information and training, the provision of HPDs, and hearing testing must be instituted at an L_{eq} of 85 dBA. Those countries comprising the EC were required to have regulations that conformed to the CEC directive, or were at least as stringent, by January 1, 1990. Article 8 of the directive states that the design, building, and/ or construction of new plants must comply with the 90-dBA exposure limit, and tools or machines that expose workers to daily average levels greater than 85 dBA must provide adequate information "about the noise produced in conditions of use to be specified."

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Machinery Directive

In 1989 the CEC issued the Machinery Directive, under the procedures of the new approach. (88) This directive, 89/392/EEC, requires manufacturers of a wide variety of machines, including many that are used in construction, to make noise reduction an integral part of machinery design by implementing state-of-the art design methods. (85) Manufacturers must include information on noise levels when any machinery exceeds exposure levels of 70 dBA or 130 dBC at the operator's work station, or when sound power levels exceed 85 dBA. (88) Both the sound pressure and sound power level information are to be based on durations representative of the typical work-cycle of the machine. Noise emission information must be included in the instruction handbook of the machine (for the user's benefit) and in the technical information describing the machine (for the benefit of the purchaser.)

Since the promulgation of the machinery directive, several safety standards have been issued specific to certain machines. These standards contain a description of the hazard, the safety objectives to be achieved, measures for reducing the hazards, test methods to establish compliance, and user information. Lazarus and Zimmerman (89) present a

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discussion of these standards, along with some of their limitations.

Draft standard EN 1746 gives the noise provisions that should be included in machine safety standards: the identification of a machine's main noise sources; reference to principles of low-noise design, along with examples of design for noise control; a compilation of ranges of noise emission values; and the development of information necessary for user instructions to allow for low-noise operation. The authors report that the majority of "framework" standards necessary for the preparation of machine-specific safety standards already exist for noise, but they need to be developed further and adapted to the practical problems of manufacturers and operators. For example, typical operating conditions still need to be agreed on and differences between the conditions specified in the standards and actual use need to be resolved. [89]

Labeling

Another interesting provision of the machinery directive is its requirement for compliant machinery to carry the "CE" mark. An amendment to the machinery directive gives the form in which the CE mark is to be displayed (93/68/EEC). In addition, the construction noise directive (79/113/EEC) requires manufacturers to display labels in the form of plates showing either the sound power level (L_{WA}) or sound pressure level (L_{pA}) at the operator's position. The specifications for these labels are shown in Figure 8.

FIGURE 8. Models of plates showing the sound power level (L_{WA}) and sound pressure levels (L_{pA}) at the operator's position required by the European Community's construction noise directive (79/113/EEC). Reprinted from Higginson et al. [85] with permission from Noise News International.

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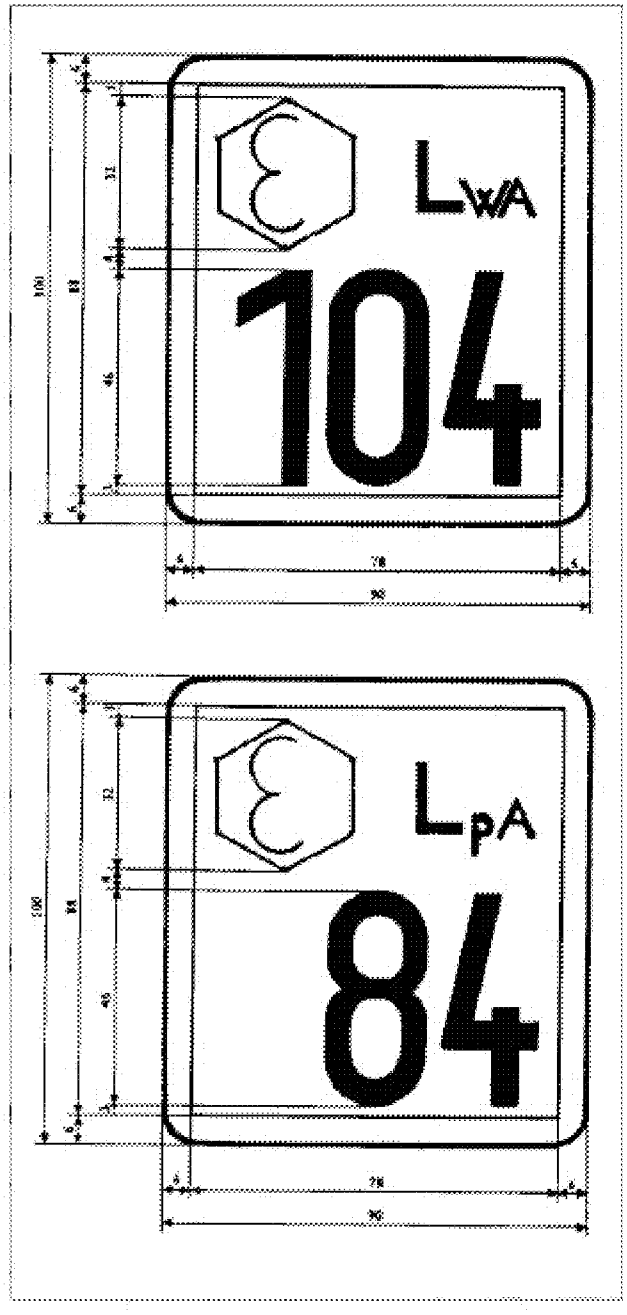

There is an ISO standard pertaining to the noise labeling of machinery and equipment, ISO 4871. (90) This standard prescribes the labeling of machines, or families of machines, with

the A-weighted sound power level in more than one mode of operation, preferably the mode resulting in the highest value. Although the labeled sound power level may be useful for deciding which machine to purchase, it gives relatively little information on the worker's exposure in actual use.

A draft American National Standard is currently being prepared by an ANSI working group [91] that adopts the provisions of ISO 4871, with the addition of a series of annexes. Proposed Annex E gives the option of including A-weighted sound pressure levels and C-weighted peak sound pressure instead of or along with sound power levels. A proposed modification to Annex B gives examples of declarations for both sound power level and sound pressure level in the "idle" and "operating" modes. It is important to remember, however, that the operating mode means under load but not necessarily in actual working conditions, as in the case of a tool contacting a work piece.

Evaluation of Noise Limits and Labeling Requirements

The success of these programs is bound to be variable because enforcement of the EC directives is carried out by the individual member states, some of which are likely to be more zealous than others. Also, the problems raised above by Lazarus and Zimmerman have been mentioned by other researchers. Kyttala and Airo [92] found that although a majority of the handheld power tools they surveyed carried noise declarations (labels), the authors questioned whether the information provided would apply to the tools as they were being used. They found that the declared noise levels were usually lower and sometimes considerably lower than those measured in actual use.

Irmer and Fischer-Sheikh Ali [93] pointed out that the primary purpose of the machinery noise directives was to enhance the functioning of the common market by eliminating trade barriers. Thus, noise limits were set high enough so that very few products would be excluded from the market. They maintain that setting an easily achieved upper limit for construction equipment removes any pressure to produce products with lower noise emission levels. They do mention, however, that the EC has recently published a proposal on the noise emission of equipment used outdoors, which will replace existing directives and revise existing noise limits in such a way as to give a higher priority to environmental concerns like construction noise. [93,94]

INCENTIVES FOR QUIET

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Disincentives of the Last Two Decades

With the demise of EPA's Office of Noise Abatement in 1982 and along with it the regulatory program for construction equipment, the incentive for noise control has declined. This is true of equipment manufacturers as well as contractors. Some small incentive has been supplied by municipalities and local groups seeking to mitigate the noise exposure of communities, but the noise abatement capabilities of local governments were adversely impacted by the closing of the national noise office. Within the last few years there has been a rekindling of interest in environmental noise abatement, both on the national and local levels, but Congress has still not seen fit to appropriate funds for the implementation of the Noise Control Act. There are now two self-sustaining national organizations concerned with noise abatement: the Noise Pollution Clearinghouse and the League for the Hard of Hearing. There also has been considerable media attention to the problem in recent years, as well as increased interest in local ordinances throughout the nation.

Efforts to control noisy products and workplaces have been severely curtailed by OSHA's compliance directive of 1983, [95] which effectively raised the PEL to a TWA of 100 dBA and discouraged noise control even above that level due to extremely permissive enforcement procedures. [96] To the extent that manufacturers of construction equipment concerned themselves with the prospect of noise regulation from either EPA or OSHA, that incentive has disappeared.

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The Blue Angel Program

Europe, however, does provide some incentive for noise reduction by the manufacturers of construction machinery, even in the United States. First, there are the directives for noise limits and labeling, with which American manufacturers must comply if they wish to sell their products on the European market. The advent of the ANSI standard on labeling of machinery for noise could possibly encourage US manufacturers to reduce product noise levels, even though the standard will not be mandatory.

The most promising development is Germany's "Blue Angel" program, which could have beneficial spillover for construction workers in the United States and which could also be used as a model in this country. The Blue Angel refers to a program for the voluntary designation of products as favorable to the environment. It was developed in Germany in 1977 and is flourishing today. The program's two main purposes are to assist customers in the choice of products and to encourage manufacturers to develop and market environmentally friendly products. Figure 9 shows the Blue Angel label with the

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environmental logo of the United Nations, the inscription "Umweltzeichen" (environmental label) above, the words "weil la ¨rmarm" (because low-noise) below, and the words "Jury Umweltzeichen" (Environmental Label Jury) underneath.

FIGURE 9. The "Blue Angel" label. Reprinted from Irmer and Fischer-Sheikh Ali [93] with permission from Noise News International.

Blue Angel awards for low-noise construction equipment were established in 1988. Irmer and Fischer-Sheikh Ali [93] reported that more than 40 companies had applied for the award with about 200 products displaying the label. Differences in sound levels between the existing noise limits in EC directives and those emitted by the Blue Angel products range from 5 to 14 dBA. In the early days of low-noise construction equipment the Federal Environmental Agency gave some financial support to interested manufacturers, but the authors report that the Blue Angel proved to be a good advertising tool and financial incentives are no longer needed.

Some local governments in Germany have given preference to Blue Angel construction products and are allowing them to be used in noise-sensitive areas, where the use of noisier products would be proscribed. Irmer and Fischer-Sheikh Ali [93] also mention that the

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number of non-German applicants is steadily increasing, with about 15% of the Blue Angel manufacturers coming from outside Germany. A 1997 publication of the German government gives an overview of construction machinery bearing the Blue Angel label. (97) The Caterpillar Co. is one of 14 manufacturers of excavators, with four types of machines displaying the Blue Angel. Their sound pressure levels range from 72 to 77 dBA. Of the 12 manufacturers of loaders, Caterpillar manufactures six models with sound pressure levels ranging from 68 to 78 dBA. Other products listed include compressors, power generators, welding generators, paver-finishers, concrete mixers, and tower cranes. Additional products and companies are undoubtedly certified today. Current information on the Blue Angel program is available at http://www.blauer-engel.de.

Buy Quiet Programs

EPA's Office of Noise Abatement and Control initiated an ambitious Buy Quiet program during the 1970s. (98) Its purpose was to leverage the multibillion dollar public sector market to buy quiet products. This would be done by organizing government purchasing cooperatives and working through professional purchasing organizations. The agency's program included the Government Services Administration, the National Institute of Governmental Purchasing, the National League of Cities, and various federal, state, and local purchasing agencies and cooperatives.

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The EPA's Buy Quiet program consisted of four parts: (1) a series of conferences to develop quiet product purchase descriptions, (2) local Buy Quiet programs in which governments and purchasing cooperatives agree to buy quiet products as an ongoing activity, (3) a data bank for quiet purchasing operated by the National Institute of Governmental Purchasing, and (4) demonstrations of quiet products loaned by the EPA to local governments. Bids were evaluated on the basis of both noise level and price. In 1981, 64 governments had either committed themselves to a Buy Quiet program or were considering doing so.

EPA's Buy Quiet program had a short life because the agency was closed in 1982. At present there are no data on the number of government agencies (federal, state, or local) with these kinds of programs, but it is likely to be relatively few.

There is evidence, however, that these programs may continue in some places. Haag (99) reported that the 1987 edition of the National Fire Protection Association (NFPA) Standard on Fire Department Occupational Safety and Health Program contained noise specifications. Section A-5-8.1 stated that "new fire apparatus should provide maximum

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sound requirements that would allow members to ride in those vehicles without hearing protective devices. A maximum limit of 85 dBA without audible warning devices and 90 dBA with warning devices in operation is recommended." (99, p. F-22)

CONCLUSIONS

Approximately one-half million construction workers are exposed to hazardous levels of noise. Studies of construction workers' HTLs in the United States reflect excessive exposure, and it appears that the onset of noise-induced hearing loss starts early and continues throughout the career.

The prevalence of HPD use in the US construction industry is very poor and only recently has begun to improve. Anxiety concerning the ability to perceive and understand warning signals and communication is an important factor in resisting HPDs, and research over recent years supports the validity of this anxiety. In British Columbia, however, the use of HPDs is significantly higher than in the United States, which is related to the success of its overall HCP. Today's broad range of HPDs, with several models designed specifically to mitigate the problems of hearing and understanding communication and warning signals in noise, points toward the necessity of careful selection and fitting of HPDs.

Audiometric testing in industry is of virtually no value unless serial audiograms can be compared. The problem of audiometric record keeping is especially difficult in construction because of the mobility of construction workers and the small size of many construction companies. Some kind of centralization, such as that found in the British Columbia program, would appear to be the best solution. Credit card storage devices or "smart cards" could make audiometric record keeping considerably more efficient for mobile employees because workers could easily carry them from job to job.

Although there has been relatively little investigation into the effects of noise, hearing loss, and HPDs on accidents in the construction industry, the existing research, along with evidence from studies of other industries, demonstrates the likelihood of adverse effects in construction. There are several steps that can be taken to reduce this hazard.

Noise control is the most effective way to prevent noise-induced hearing loss in construction, and very possibly reduce the incidence of serious accidents. Although maintenance and retrofit are viable approaches, control at the design stage is most desirable. Considerable information in this area is available, although some of it may be dated.

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European standards and directives have focused attention on noise emission in European countries. These directives, which limit noise exposure and mandate labeling and provision of information, must provide some incentive to manufacturers, even though these requirements need to be made more relevant to the workplace in some cases.

Incentives for noise control on construction sites in the United States have diminished over the last two decades. The most likely reasons are the closing of EPA's Office of Noise Abatement and the issuance of OSHA's compliance directive for general industry, which effectively raised the PEL to 100 dBA. European directives may provide some incentives to US manufacturers, especially in the form of programs like Germany's Blue Angel. Governmental Buy Quiet programs could also provide some incentive for noise control.

RECOMMENDATIONS

Professionals in industrial hygiene and hearing conservation should make every effort to control excessive noise on construction sites through the purchase of quieter equipment, as well as retrofit and proper maintenance of existing equipment. These efforts would not only conserve hearing but also aid in the prevention of noise-related accidents and fatalities.

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Training programs should be developed for workers and contractors that include the importance of communication in the construction workplace, the dangers of overfitting HPDs, and how to tailor HPDs to communication needs. Contractors should be warned that they may have to spend more money on HPDs than they anticipated to ensure worker safety and efficiency, as well as the prevention of noise-induced hearing loss.

Manufacturers of reverse alarms and other warning devices should be encouraged to design their products for maximum audibility in the noise conditions most typical of their use, and to be perceived and understood by workers with noise-induced hearing loss, workers wearing HPDs, and workers under varying degrees of attentional demand. Contractors should be encouraged to purchase warning devices that are suitable for the work environments for which they are intended.

Pressure should be brought to bear on OSHA to move as rapidly as possible to extend the general industry noise regulation, including its amendment for HCPs, to cover construction workers. Although sections of the regulation would need to be tailored specifically to construction, it appears that the necessary knowledge and technology are available.

The agency should also be encouraged to rescind its instruction of Nov. 8, 1983, CPL

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2-2.35 and all references to a TWA of 100 dBA in its directives and manuals. This policy was not subject to public notice and comment and provides a powerful disincentive for noise control and the conservation of workers' hearing in all industries, including construction.

Additional noise measurement data are needed on the sound levels of various types of construction equipment and various models within the same type. These data would facilitate the identification of low-noise and high-noise equipment, both for OSHA to assess the technological capabilities of the industry and for the sake of contractors who wish to purchase quieter equipment.

Consideration should be given to the identification and use of a centralized agency (or agencies) in which audiometric test results could be kept on a permanent basis.

The use of "smart cards" to store and transfer audiometric data should be further investigated.

A noise control database for the construction industry needs to be developed. It should include noise sources and levels, recommended treatments, quieted noise levels, estimated costs, and the availability of materials for treatments. The database should be made available electronically as well as on paper, and should be targeted to contractors, worker representatives, professionals in industrial hygiene and noise control, and federal and state compliance officers.

Government agencies should make financial and technical assistance available to organizations that could renew interest in Buy Quiet programs.

Organizations within the United States should obtain information about and publicize the achievements of all companies that currently display Germany's Blue Angel label for quiet equipment.

ACKNOWLEDGMENTS

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- "Analysis and Abatement of Highway Construction Noise" (1981)
- "Availability of Workplace Noise Control Technology of Selected Machines" (1981) n "A Comparison of Sound Power Levels for Portable Air Compressors Based Upon Test Methodologies Adopted by U.S. EPA and the CEC" (1980)
- "Construction Noise Control Technology Initiatives" (1980)
- "Noise Technology Research Needs and the Relative Roles of the Federal Government and the Private Sector" (1979)
- "Foreign Noise Research in Machinery/Construction Equipment" (1978)
- "Federal Research, Development and Demonstration Programs: Machinery and Construction Noise" (1978)
- "Understanding Noise and Noise Control Instruction Units for Operating Engineers in

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Apprenticeship Programs" (1978)
- "Proposed Wheel and Crawler Tractor Noise Emission Regulation: Part I, Draft Environmental Impact Statement. Part II, Background Document" (1977)
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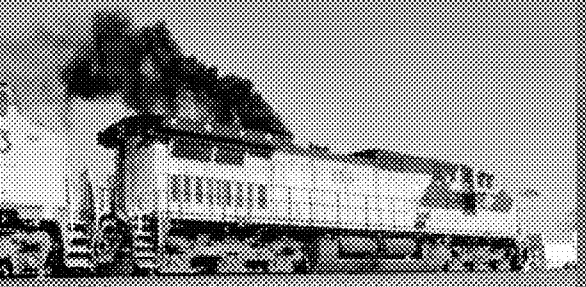

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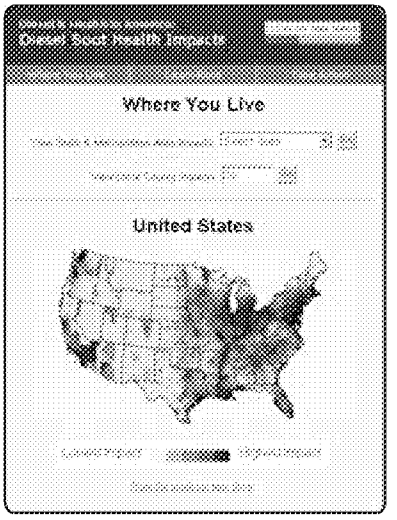

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Foreword

Scientists have been examining relationships between air pollution and death and disease for decades but only now are we beginning to understand the impacts of one of the most toxic sources of emissions today – the diesel engine. Diesels churn out a hazardous mix of gaseous and particle pollutants. What's more, diesel exhaust is emitted at ground level – where we breathe it – by trucks and buses around us in traffic, at school and transit bus stops, and by heavy construction or agricultural equipment. Diesel exhaust contains numerous dangerous compounds, ranging from respiratory irritants to carcinogens including a host of air toxics, particulate matter, carbon monoxide and nitrogen oxides.

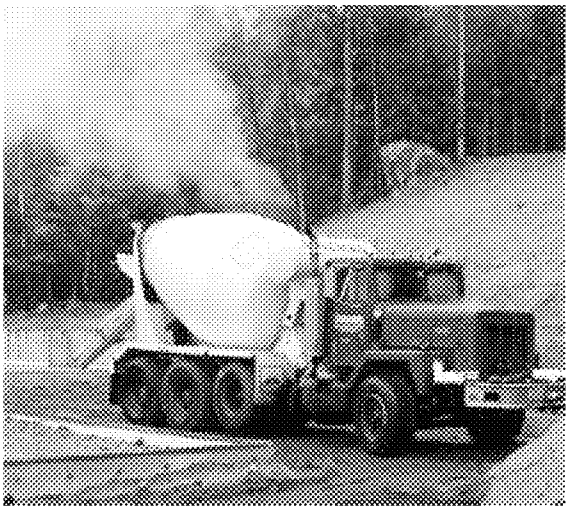

While scientists have concluded that combustion-related particulate matter from all combustion sources is associated with premature death from heart attacks and cancer, we also are finding that carbon particles from mobile sources may be particularly unhealthy. These particles adsorb other metals and toxic gases produced by diesel engines – such as cancer causing-PAH (polycyclic aromatic hydrocarbons) – onto their surfaces making them even more dangerous. Furthermore, research on personal exposures demonstrates that these small particles easily penetrate our indoor environment where they may be trapped for days when ventilation is poor.

This report presents for the first time estimates of the health toll from diesel vehicle pollution. Using methodology approved by the U.S. Environmental Protection Agency's Science Advisory Board (SAB), the analysis finds that approximately 21,000 people die prematurely each year due to particulate matter pollution from diesels. Other serious adverse health impacts include tens of thousands of heart attacks, asthma attacks, and other respiratory ailments that can lead to days missed at work and at school.

Using more highly time-resolved studies we are increasingly able to understand the inflammation mechanism by which particles can lead to atherosclerosis, heart attacks, strokes and ultimately, untimely deaths. From all we know today, we can confidently say that reducing diesel exhaust in our environment will mean improving public health, and as this report demonstrates, reducing preventable premature deaths. We do not need to wait. Technology is available today that can reduce particulate matter emissions by up to 90 percent. Now is the time to clean up our old trucks, buses, heavy equipment and locomotives to provide a cleaner future for us and our children.

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Executive Summary

Everyone has experienced it: getting hit right in the face by a cloud of acrid diesel smoke. Perhaps you were standing on a street corner when a bus or truck whizzed by. Or maybe you were standing at a bus stop or stuck behind a dump truck grinding up a hill. But breathing diesel exhaust isn't just unpleasant. It is hazardous to your health. In fact, health research indicates that the portion of the exhaust you can't see may be the most dangerous of all. Asthma attacks, respiratory disease, heart attacks, and even premature death – all of these are among the most serious public health problems linked to emissions from the nation's fleet of diesel vehicles. The good news is that the technology exists right now to clean up emissions from these engines, so that most of the adverse health impacts can be prevented.

Today in the U.S. more than 13 million diesel vehicles help to build our cities and towns, transport our food and goods, and take us to and from work. More than three quarters of all Americans live near intersections, bus stops, highways, bus and truck depots, or construction sites with heavy equipment – all of which are concentrated sources of diesel exhaust. In rural areas, those who live near heavy diesel agricultural equipment suffer their share of exposure to diesel as well.

The U.S. Environmental Protection Agency has issued important regulations that will require dramatic reductions in emissions from new diesel vehicles starting in 2007 – but only the new ones. These regulations, to be phased in over the next quarter century, apply only to *new* engines. What about the diesels on the road today? The lifespan of the average diesel vehicle is nearly 30 years. Many diesels are driven over a million miles. Because of this longevity, we will be left with the legacy of pollution from dirty diesel vehicles for decades to come. That is, ***unless*** we take action to reduce emissions from vehicles currently on the road. We don't have to wait. Control technologies exist right now that can significantly reduce deadly fine particle emissions from diesel vehicles, in some cases by upwards of 90 percent.

American know-how, witnessed by the success of the manufacturers of engines, control devices, and fuel refiners in developing innovative solutions for reducing diesel exhaust, provides a lifesaving opportunity we can seize today. Pollution from dirty diesels on the road now can be dramatically reduced using a combination of cleaner fuels, retrofit emission controls, rebuilt engines, engine repowerings, and accelerated purchase of new, cleaner vehicles. Unlike so many other vexing environmental issues, these affordable solutions present a highly unusual opportunity to actually address a major risk to public health and the environment. In fact, we could virtually eliminate this problem if diesel manufacturers, fleet owners, environmentalists, concerned citizens, and government regulators make the commitment to work together.

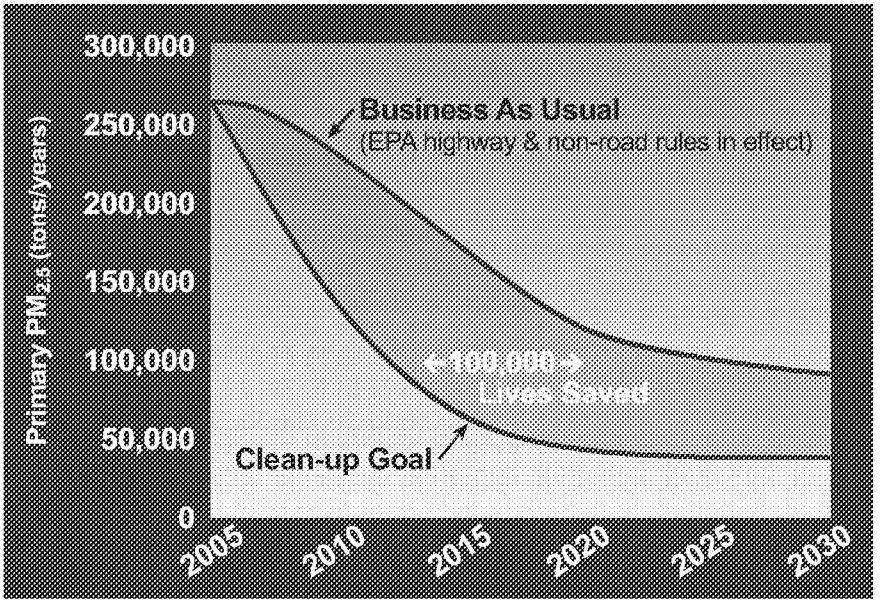

An Aggressive Program to Reduce Diesel Emissions Could Save About 100,000 Lives between Now and the Year 2030.

What are the health impacts of these dirty diesel vehicles? What benefits will we realize if we act now to clean them up? The Clean Air Task Force commissioned Abt Associates, an highly-respected consulting firm that U.S. EPA and other agencies rely upon to assess the benefits of national air quality policies, to quantify for the first time the health impacts of fine particle air pollution from America's diesel fleet. Using this information, we were able to estimate the expected benefits – in lives saved – from an aggressive but feasible program to clean up dirty diesel buses, trucks, and heavy equipment across the U.S.

This report summarizes the findings of the Abt Associates study. It then reviews the degree to which diesel vehicles increase the level of fine particle pollution in the air we breathe, and recommends reduction measures that will save thousands of lives each year.

Key findings include:

- Reducing diesel fine particle emissions 50 percent by 2010, 75 percent by 2015, and 85 percent by 2020 would save nearly 100,000 lives between now and 2030. These are additional lives saved above and beyond the projected impact of EPA's new engine regulations.
- Fine particle pollution from diesels shortens the lives of nearly 21,000 people each year. This includes almost 3,000 early deaths from lung cancer.
- Tens of thousands of Americans suffer each year from asthma attacks (over 400,000), heart attacks (27,000), and respiratory problems associated with fine particles from diesel vehicles. These illnesses result in thousands of emergency room visits, hospitalizations, and lost work days. Together with the toll of premature deaths, the health damages from diesel fine particles will total $139 billion in 2010.
- Nationally, diesel exhaust poses a cancer risk that is 7.5 times higher than the *combined* total cancer risk from all other air toxics.
- In the U.S., the average lifetime nationwide cancer risk due to diesel exhaust is over 350 times greater than the level U.S. EPA considers to be "acceptable" (i.e., one cancer per million persons over 70 years).
- Residents from more than two-thirds of all U.S. counties face a cancer risk from diesel exhaust greater than 100 deaths per million population. People living in eleven urban counties face diesel cancer risks greater than 1,000 in a million – one thousand times the level EPA says is acceptable.
- People who live in metropolitan areas with a high concentration of diesel vehicles and traffic feel their impacts most acutely. The risk of lung cancer from diesel exhaust for people living in urban areas is three times that for those living in rural areas.

The vast majority of the deaths due to dirty diesels could be avoided by an aggressive program over the next 15 years to require cleanup of the nation's existing diesel fleet. Practical, affordable solutions are available that can achieve substantial reductions in diesel risk. The only thing that stands between us and dramatically healthier air is the political will to require these reductions and the funding to make it a reality.

What We Must Do to Protect Public Health from Today's Dirty Diesels.

Although the EPA has mandated the phase-in of cleaner new engines and fuels beginning in 2007 for highway vehicles and heavy equipment, EPA has limited authority to mandate emissions controls on the fleet of existing diesel vehicles. To date, EPA has adopted a "voluntary" approach. Nevertheless, in order to meet the new ambient air quality standards for fine particles, states and cities must require controls to reduce diesel emissions. Diesel cleanup is also an important next step in areas that are having difficulty meeting existing and new ambient air quality standards for ozone such as Houston and Dallas, Texas.

States can enact legislation requiring diesel cleanup as some, such as California and Texas, have already begun to do. States should also consider measures to require early engine retirement and speed fleet turnover. For vehicles like long-haul trucks, ships, and locomotives that are engaged in interstate transport, federal regulations, federal legislation, or both may be needed. Funding for such initiatives may pose a challenge for public fleets (school buses, transit vehicles, garbage trucks, etc.), so support for expanded state and federal funding to help the cleanup of fleets owned by cash-strapped states and cities will be necessary. Local and state budget writers will need a strong commitment to come up with the necessary appropriations or bonds to fund the local share.

Particle filters combined with the use of Ultra Low Sulfur Diesel (ULSD) fuel have been found to reduce diesel particles and particle-bound toxics from diesel exhaust by up to 90 percent. Under the new engine rules, ULSD will be available for highway vehicles nationwide starting in 2006. It is already available in cities in 21 states. Not all vehicles can be retrofitted with a particle filter, but there are a variety of options available for the cleanup of every vehicle regardless of make or model year.

Cities and states should:

- Establish ambitious goals for reducing risk to their citizens by cleaning up existing diesels;
- Identify priority geographic areas and diesel "hotspots" for immediate attention;
- Adopt a package of options for reducing diesel exhaust including:
  - Retrofits accomplished by replacing mufflers with an optimal mix of filters or oxidation catalysts depending on vehicle age and type;
  - Requiring Ultra Low Sulfur Diesel and cleaner alternative fuels;
  - Closed crankcase ventilation systems to eliminate engine exhaust from penetrating the cabin of vehicles such as school and transit buses;
  - Engine rebuild and replacement requirements;
  - Truck stop electrification programs to give long-haul truckers a way to power their rigs overnight without running their engines;
  - Contract specifications requiring cleanup of trucks and construction equipment used in public works projects.
- Adopt diesel cleanup measures as federally-enforceable requirements in State Implementation Plans (SIPs) for the attainment of the fine particle and ozone air quality standards;
- Create and fund programs, such as California's "Carl Moyer" and the Texas Emission Reduction Plan (TERP) program, which provide funding for diesel equipment owners to replace or rebuild high-polluting diesel engines;
- Adopt and enforce anti-idling ordinances and legislation.

The Federal government should:

- Pass legislation providing funding for the cleanup of municipal and state fleet vehicles;
- Explore regulatory options for reducing emissions from existing interstate fleets such as long-haul trucks, shipping, and locomotives;
- Retain and enforce the tighter new engine and cleaner fuel standards for highway and non-road diesels.

NESCAUM

Retrofits are effective in reducing particle emissions from heavy equipment. The tractor on the left is retrofitted with a particle emissions control device.

New Findings

While numerous medical studies have linked diesel exhaust to a host of serious adverse health outcomes, no single study has yet quantified the death and disease attributable to diesel across America – until now. Researchers estimate that as many as 60,000 people in the U.S. die prematurely each year because of exposure to fine particles from all sources.[1] And some researchers believe that this figure may even underestimate the total number of particle-related deaths.[2] A reanalysis of the major particle mortality study in over 150 cities suggests that particles from motor vehicles may be more toxic than average.[3]

We know that diesel exhaust is a hazardous mixture of gases and particles including carcinogens, mutagens, respiratory irritants or inflammatory agents and other toxins that cause a range of diverse health effects. Diesel particles act like magnets for toxic organic chemicals and metals. The smallest of these particles (ultrafine particles) can penetrate deep into the lung and enter the bloodstream, carrying with them an array of toxins.[4] Diesel exhaust can contain 40 hazardous air pollutants as listed by EPA, 15 of which are listed by the International Agency for Research on cancer (IARC) as known, probable or possible human carcinogens.[5] Thousands of studies also have documented that fine particles are associated with respiratory and cardiovascular diseases and death. Additional studies have documented effects in infants and children such as Sudden Infant Death syndrome (SIDS) and retarded lung development.[6]

Now, for the first time, this report reveals the staggering toll of death and disease from diesel exhaust in our air – and the dramatic benefits of requiring the cleanup of the nation's existing diesel fleet. Abt Associates, using peer-reviewed, state-of-the-art research methodology employed by U.S. EPA in assessing the national benefits of proposed

National Annual Diesel Fine Particle Health Impacts[7]

Annual Cases in the U.S., 2010	
Premature Deaths	21,000
Lung Cancer Deaths	3,000
Hospital Admissions	15,000
Emergency Room Visits for Asthma	15,000
Non-fatal Heart Attacks	27,000
Asthma Attacks	410,000
Chronic Bronchitis	12,000
Work Loss Days	2,400,000
Restricted Activity Days	14,000,000

rules and legislation, finds that nearly 21,000 people will die prematurely in 2010 in the U.S. as a result of exposure to fine particle emissions from mobile diesel sources (i.e., all on-and non-road engines such as highway, construction, rail, and marine engines). The average number of life-years lost by those who die prematurely from exposure to fine particles is 14 years.[8]

The deaths from diesel fine particle pollution equal or exceed the death toll from other causes commonly understood to be major public policy priorities. For instance, drunk driving causes more than 17,000 deaths per year.[9] There are more than 20,000 homicides in the U.S. each year.[10] Moreover, the approximately 15,000 premature deaths per year that could be avoided by achieving a 75 percent diesel-risk-reduction target exceed the 11,000 automobile fatalities avoided each year through the use of safety belts.[11]

The Abt Associates analysis further shows that hundreds of thousands of Americans suffer from asthma attacks, cardiac problems, and respiratory ailments associated with fine particles from diesels. These health damages result in thousands of respiratory and cardio-pulmonary related hospitalizations and emergency room visits annually as well as hundreds of thousands of lost work days each year. For instance, the study finds that diesel pollution leads to 27,000 heart attacks and 400,000 asthma attacks each year.[12]

You can find the adverse health impacts from diesel for your state, metropolitan area, and county on the web at: **www.catf.us/goto/dieselhealth**.

The risk from diesel exhaust can be virtually eliminated by the application of emissions control strategies available today. For example, an aggressive but feasible program to reduce diesel particle emissions nationwide 50 percent by 2010, 75 percent by 2015, and 85 percent by 2020 would save about 100,000 lives between now and 2030 – beyond those lives that will be saved under EPA's new engine regulations.[13] Indeed, in the year 2000, the State of California set a Diesel Risk Reduction goal of a 75 percent reduction in diesel risk by 2010 and 85 percent by 2020 and the California Air Resources Board over the past few years has begun to issue regulations to achieve it.[14]

Cancer Risk

CATF has calculated the national average lifetime excess cancer risk posed by diesel. We base these estimates on 1999 modeled directly-emitted diesel fine particle concentrations and by applying both the EPA range of individual risk estimates and the California Air Resources Board (CARB) diesel risk factor for lung cancer over the U.S. population.[15] Although EPA has found diesel exhaust to be a "likely" human carcinogen, EPA has not adopted a risk factor but has, instead, provided a range of lung cancer risk.[16] Based on the national average diesel particulate matter concentration, we find average lung cancer risk ranges from 12 to 1210 per million people over a 70-year lifetime using EPA's range of lung cancer risk.[17] Using the same methodology, CATF finds that, based on the single CARB risk factor, the nationwide average lifetime cancer risk posed by diesel exhaust is over 350 times greater than EPA's "acceptable" level of one cancer in a million.

For comparison, according to EPA's 1999 NATA assessment, the combined risk from all other air toxics is 48 per million.[18] Therefore, diesel exhaust presents a lung cancer risk that is 7.5 times higher than the cancer risk of all other air toxics – *combined!*[19] In addition, CATF has calculated the cancer risk posed by diesel for residents of each U.S. county. Residents of over two-thirds of U.S. counties experience a cancer risk greater than 100 in a million from diesel exhaust. Moreover, residents of eleven urban U.S. counties face a diesel cancer risk equal to 1,000 new cases of cancer in a population of one million.

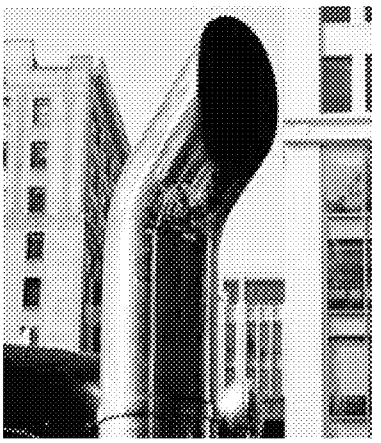

People who live in metropolitan areas with a high concentration of diesel vehicles and traffic feel their impacts

most acutely. For example, the estimated risk of lung cancer from diesel in metropolitan areas is much higher than in areas with fewer diesels. In the rural counties we estimate a risk of 142 cancers per million based on the CARB unit risk, but three times that rate, 415 cancer per million, in urban counties. Therefore, the risk of lung cancer for people living in urban areas is three times that for those living in rural areas.[20]

You can find the community cancer risk from diesel for your state, metropolitan area, and county on the web at: **www.catf.us/goto/dieselhealth**. Personal risk varies with location and lifestyle. For example, if you live near a bus, truck, or train terminal, highway, construction site, or warehouse, or commute to work on congested roadways, your exposure may be higher than indicated by the county-wide average estimated here.

The Economic Toll of Health Effects

Respiratory distress severe enough to require a trip to the emergency room can be a terrifying experience for patients and their families. Victims of asthma attacks say that during an attack they wonder if and when their next breath will come. In addition to its serious physical and emotional costs, air pollution also takes a large monetary toll. Emergency room and hospital treatment costs can cripple a family financially, with the average stay for a respiratory ailment lasting about a week.[21] Bouts of respiratory illness and asthma attacks mean lost workdays and lost productivity. Although life is priceless, the government often monetizes loss of life when setting policies related to health and environmental protection. Using accepted valuation methodology employed by EPA in recent regulatory impact analyses, Abt Associates finds that the total monetized cost of the U.S. diesel fleet's fine particle pollution is a staggering $139 billion in 2010.

Pollution from motor vehicles, including diesels, can obscure city vistas such as illustrated in this split view of Dallas, Texas.

State and Metropolitan Area Findings

Using modeled concentrations of directly-emitted diesel fine particles throughout the lower 48 states, Abt Associates developed health impact estimates for every state and major metropolitan area in 1999, the latest year for which EPA's best emissions inventory for diesel fine particles is available.[22] Not surprisingly, heavily populated states with concentrated urban areas and significant diesel traffic fared the worst. Conversely, rural areas with a lower concentration of diesel vehicles fared much better. Similarly, metropolitan areas with large populations and heavy concentrations of diesel vehicles feel the impacts of diesel pollution most acutely.[23] In such large metropolitan areas, many hundreds of lives are shortened every year. However, because these state and metropolitan-area health estimates include only fine particles that are ***directly emitted*** from diesels – excluding any secondarily-formed particles from diesel emissions of nitrogen or sulfur oxides – they significantly understate the total adverse impact of diesel-related particles on public health.[24] Moreover, these estimates exclude any health impacts due to diesel's contribution to ozone smog.

States: Health Impacts from Diesel Fine Particles (1999)

Rank	State	Deaths	Cancer Deaths	Heart Attacks	Asthma Attacks	Chronic Bronchitis	Work Loss Days	Restricted Activity Days
1	New York	2,332	169	3,692	51,251	1,499	318,532	1,827,525
2	California	1,784	144	2,263	49,499	1,356	292,622	1,683,642
3	Pennsylvania	1,170	103	1,660	19,021	575	110,404	643,926
4	New Jersey	880	77	1,382	17,926	535	107,364	620,975
5	Texas	879	83	1,070	25,348	664	148,394	854,045
6	Illinois	878	76	1,193	19,162	539	112,205	649,445
7	Florida	805	77	980	13,926	438	81,462	474,601
8	Ohio	769	72	1,002	14,464	422	83,963	489,355
9	Michigan	484	43	667	10,511	299	61,109	355,260
10	Massachusetts	475	43	727	9,925	289	61,842	355,473
11	Maryland	409	39	454	8,418	246	50,275	291,675
12	Indiana	369	36	483	7,372	209	42,730	249,056
13	Georgia	329	29	377	8,514	235	51,808	298,317
14	Louisiana	324	32	339	7,131	188	40,740	236,444
15	Missouri	305	28	377	5,435	157	31,476	183,033
16	North Carolina	301	29	347	6,518	189	39,589	229,591
17	Tennessee	269	26	283	5,169	150	30,870	179,656
18	Washington	248	23	308	6,201	181	37,787	218,889
19	Virginia	248	24	303	5,991	174	36,963	214,083
20	Wisconsin	226	18	320	4,789	137	27,923	162,404
21	Arizona	214	19	268	5,215	144	30,053	173,721
22	Connecticut	206	18	340	4,091	125	24,097	140,140
23	Kentucky	198	22	213	3,764	110	22,385	130,403
24	Minnesota	193	15	291	4,713	134	27,979	161,954
25	Alabama	175	16	184	3,200	92	18,646	108,961

Metro Areas: Health Impacts from Diesel Fine Particles (1999)

Metropolitan Area	Rank	Deaths	Cancer Deaths	Heart Attacks
New York, NY	1	2,729	202	4,342
Los Angeles, CA	2	918	72	1,193
Chicago, IL	3	755	65	1,021
Philadelphia, PA	4	727	69	990
Boston, MA	5	391	36	602
Houston, TX	6	356	35	444
San Francisco, CA	7	291	23	358
Miami, FL	8	288	23	358
Baltimore, MD	9	285	28	290
Detroit, MI	10	279	25	378
Pittsburgh, PA	11	237	21	340
Washington, DC	12	226	19	302
St. Louis, MO	13	217	20	263
Dallas, TX	14	205	19	258
Atlanta, GA	15	199	17	239
Tampa, FL	16	185	18	210
Phoenix, AZ	17	183	16	230
Cleveland, OH	18	180	15	232
Cincinnati, OH	19	171	18	219
Seattle, WA	20	165	15	208
San Diego, CA	21	150	13	191
Portland, OR	22	140	13	157
Minneapolis, MN	23	133	11	205
New Orleans, LA	24	128	13	131
Riverside, CA	25	123	10	142
Baton Rouge, LA	26	102	10	109
Milwaukee, WI	27	95	8	130
Columbus, OH	28	84	9	113
Indianapolis, IN	29	82	8	107
Louisville, KY	30	82	9	91
Memphis, TN	31	81	7	79
Kansas City, MO	32	79	8	109
Providence, RI	33	76	7	119
Bridgeport, CT	34	69	6	121
Beaumont, TX	35	65	7	65
Orlando, FL	36	65	7	85
Allentown, PA	37	65	5	101
Hartford, CT	38	63	5	100
Las Vegas, NV	39	62	7	71
Virginia Beach, VA	40	62	6	65

Metro Areas: Per Capita Impacts from Diesel Fine Particles (1999)

Rank Based on Mortality Risk	MSA	Deaths per 100,000 Adults	Heart Attacks per 100,000 Adults	Cancer Risk per Million
1	Beaumont, TX	29	29	865
2	Baton Rouge, LA	27	29	992
3	New York, NY	25	40	959
4	Philadelphia, PA	22	29	658
5	Trenton, NJ	20	31	699
6	Baltimore, MD	19	19	584
7	Huntington, WV	18	18	477
8	New Orleans, LA	17	18	889
9	Pittsburgh, PA	15	22	415
10	Cincinnati, OH	15	19	504
11	Boston, MA	15	23	563
12	Chicago, IL	15	20	539
13	Mobile, AL	14	15	435
14	Longview, WA	14	15	441
15	Houston, TX	14	18	691
16	Allentown, PA	14	22	450
17	Cleveland, OH	14	18	416
18	Toledo, OH	14	17	423
19	Los Angeles, CA	14	18	633
20	Lancaster, PA	14	22	463
21	Scranton, PA	14	18	319
22	St. Louis, MO	14	17	405
23	Reading, PA	14	21	428
24	Lake Charles, LA	14	14	437
25	Springfield, OH	13	16	356
26	Portland, OR	13	14	488
27	Bridgeport, CT	13	22	494
28	Harrisburg, PA	12.	19	412
29	York, PA	12	21	460
30	Wheeling, WV	12	14	309
31	Lebanon, PA	12	19	373
32	Evansville, IN	12	15	368
33	Memphis, TN	12	12	397
34	Savannah, GA	12	13	376
35	Dayton, OH	12	16	389
36	Vineland, NJ	12	17	365
37	Tampa, FL	12	14	365
38	Louisville, KY	12	13	384
39	Sandusky, OH	12	15	345
40	Kankakee, IL	12	14	336
41	San Francisco, CA	12	14	480
42	Muncie, IN	11	14	327
43	Duluth, MN	11	14	308
44	Michigan City, IN	11	15	370
45	Salt Lake City, UT	11	14	533
46	New Haven, CT	11	18	365
47	Steubenville, OH	11	13	279
48	Milwaukee, WI	11	15	376
49	South Bend, IN	11	15	342
50	Detroit, MI	11	15	381

The Dirty Diesel Legacy

Since 1997, the U.S. EPA has promulgated major regulations that impose stringent emissions controls on new diesel vehicles, requiring tight emission standards and cleaner diesel fuel. These standards go into effect in 2007 and phase in over the next few decades. For example, the table below illustrates the progressively tighter standards for particulate matter and nitrogen oxides from trucks and buses over the next few years.

However, the emission rates of the diesel engines on the road and in use on construction sites and farms today are not affected by these rules. Considering that according to the U.S. Department of Energy the median lifetime for a heavy truck is nearly 30 years,[26] and a typical heavy duty diesel engine may power a truck for as long as one and a half million miles,[27] these vehicles will continue to pollute our air at unnecessarily high levels for years to come ***unless*** we act to clean them up now.

EPA Standards for New Trucks and Buses (g/bhphr)[25]

YEAR	NO_X	$PM_{2.5}$
1984	10.7	0.60
1991	5.0	0.25
1998	4.0	0.10
2004	2.0	0.10
2007	0.2	0.01

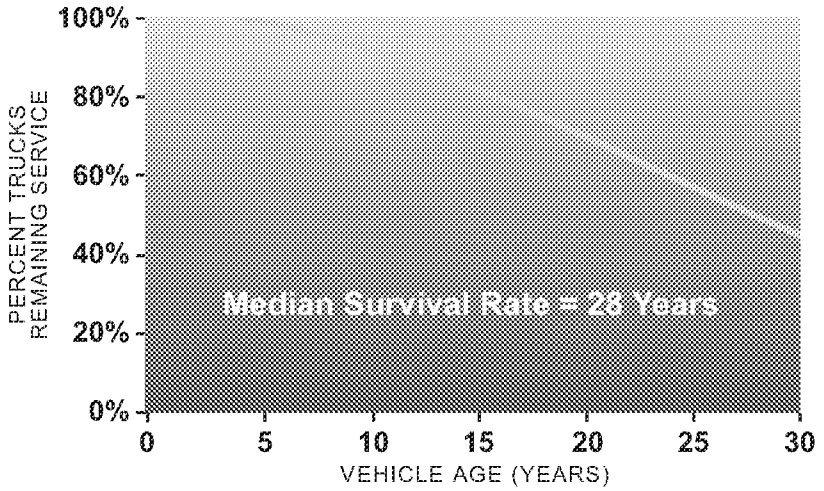

Median Heavy Truck Lifetime is Nearly 30 Years[28]

The Most Widespread Air Pollution Risk in the U.S.

There are few other sources of widespread pollution in our environment that rival diesel exhaust as an airborne toxin. America's 13 million diesel engines release a host of harmful substances including fine particles, ozone smog-forming nitrogen oxides, carbon monoxide, and a variety of toxic metals and organic gases such as formaldehyde, acrolein, and polycyclic aromatic hydrocarbons (PAH.)[29] In this report we focus on the respiratory, cardiovascular, and cancer effects of diesel fine particles only.[30]

Fine Particles are Linked to Heart Attacks, Asthma Attacks, and Stunted Lung Growth.

Fine particles have been linked to a wide variety of serious health impacts, from upper and lower respiratory ailments, such as asthma attacks and possible asthma onset, to heart attacks, stroke, and premature death, including crib death in children.[31] How risky is breathing air polluted with particles? A study published in the Journal of the American Medical Association found that living in the most polluted U.S. cities poses a risk similar to living with a smoker.[32] Based on thousands of studies compiled by EPA, federal health standards were established for fine particles in 1997.[34]

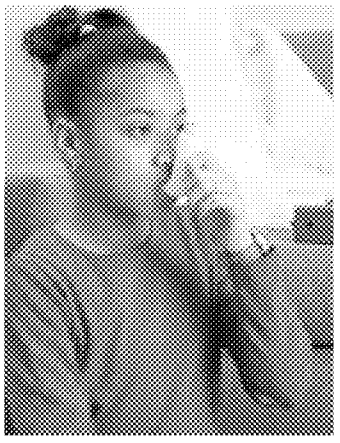

Health researchers have recently described serious health impacts of fine particles, including:

- Abnormal heart rhythms and heart attacks and atherosclerosis;[35]
- Increased incidence of stroke;[36]
- Permanent respiratory damage, characterized by fibrosis causing obstruction to airflow;[37]
- Chronic adverse effects on lung development resulting in deficits in lung function.[38]

How Particulate Matter Kills

Fine particles, known as "$PM_{2.5}$", are particles less than 2.5 microns in diameter or 1/100th the width of a human hair, so small that they are often invisible. They can be deposited deep in the lung where they can affect both the respiratory and cardiovascular systems. Researchers believe that many deaths caused by particulate matter are related to cardiovascular illness. Fine particles aggravate cardiovascular disease and trigger heart attacks by invading the bloodstream and initiating an inflammatory response, disrupting heart rate and increasing blood clotting. In a recent experimental study, diesel particles caused blood clots providing "a plausible explanation for the increase in cardiovascular morbidity and mortality accompanying urban air pollution."[33]

Diesel Exhaust is a Likely Carcinogen that also Impairs Immune, Reproductive, and Nervous Systems.

In 1998, the Scientific Review Panel for the California Air Resources Board reviewed diesel exhaust as a toxic air contaminant and set a lifetime unit cancer risk from diesel particles at 3 in 10,000 persons for each microgram of annual average diesel exposure.[39] This is equivalent to 300 in a million excess lung cancers. In May 2002, EPA issued its Health Assessment for Diesel Exhaust which found diesel particulate matter to be a "likely" carcinogen. EPA did not settle on a unit risk factor but recommended a lifetime cancer risk range from 1 in 1,000 to 1 in 100,000.[40] The California unit risk falls within this range.[41]

> Diesel particles are carbon at their core with toxics and carcinogenic substances attached to their surfaces.

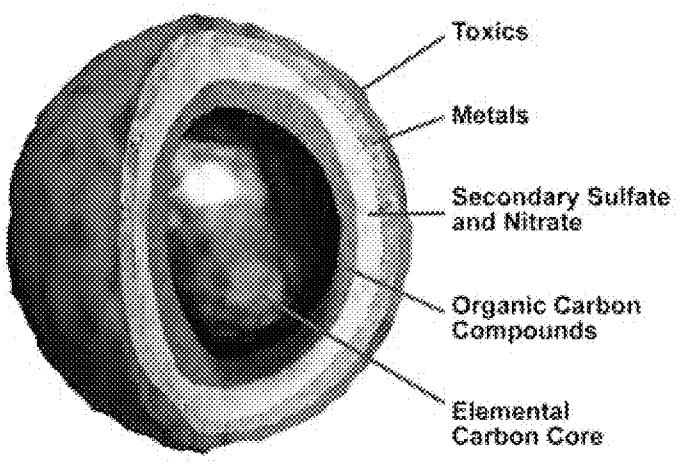

Applying California's cancer unit risk for diesel particulate matter to the national average concentration of directly-emitted diesel fine particles in 1999, results in a conservative estimate of 1,530 excess cases of lung cancer per year for 2005.[42] An American Cancer Society study of 150 metropolitan areas across the U.S published in 2002 supports the particulate matter cancer link.[43]

Other effects include:

- **Immune System Effects** – Diesel exposure is associated with numerous immune system responses in humans and animals culminating in increased allergic inflammatory responses and suppression of infection-fighting ability. These effects include disruption of chemical signals and production of antibodies, and an alteration in mobilization of infection-fighting cells.[44]
- **Reproductive, Developmental, and Endocrine Effects** – Diesel emissions have also been associated with reproductive, developmental and endocrine effects in animals. Specifically, diesel exposure has been associated in animals with decreased sperm production,[45] masculinization of rat fetuses,[46] changes in fetal development (thymus,[47] bone[48] and nervous system[49]) and endocrine disruption, i.e., production of adrenal and reproductive hormones.[50]
- **Nervous System Effects** – In addition to animal studies that have shown neurodevelopmental effects, a human study of railroad workers suggested that diesel exposure may have caused serious permanent impairment to the central nervous system.[51]

Cancer-causing Pollutants in Diesel Exhaust

Pollutant	Diesel Emissions % of all Mobile 1996[52]	EPA Carcinogen Status	Cancer Risk (per million/microgram in 70-yr life)
Formaldehyde	52%	probable	1 in a million
Acetaldehyde	59%	probable	1 in a million
Butadiene	8%	probable	2 in a million
Acrolein	50%	possible	n/a
Benzene	5%	known	2-8 in a million
Diesel Particulate Matter	77%	probable[53]	EPA: 12 to 1210 in a million; CARB: 300 in a million[54]

Children and Seniors are at Greatest Risk

Health researchers believe that children are more susceptible than adults to the adverse health effects of air pollution for a variety of reasons.[55] For example, children are more active than adults and therefore breathe more rapidly. Children also have more lung surface area compared to their body weight and therefore they inhale more air pound-for-pound than adults do. Compared to adults, children also have higher lung volume to body size, higher respiration rates, and spend more active time in the polluted outdoor environment. Fine particles have been linked in medical studies to serious health impacts in children such as slowed lung function growth, increased emergency room visits, increased incidences of asthma and bronchitis, and crib death. Furthermore, proximity to traffic has been linked to increased prevalence of asthma respiratory infections and allergic symptoms and asthma hospitalizations in children.[56]

Seniors are another important population at risk. Studies of the impacts of fine particles on seniors in Boston and Baltimore suggest that changes in their heart rhythms and control mechanisms occur when particle levels rise. In Phoenix, daily mortality increased in

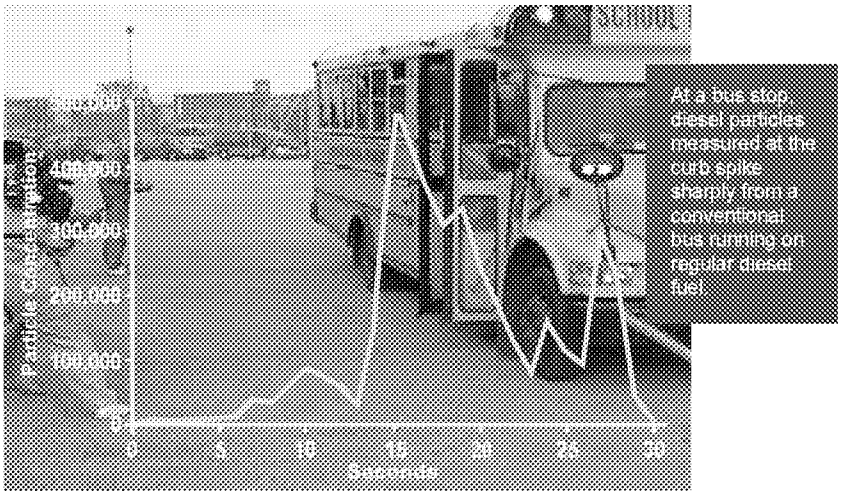

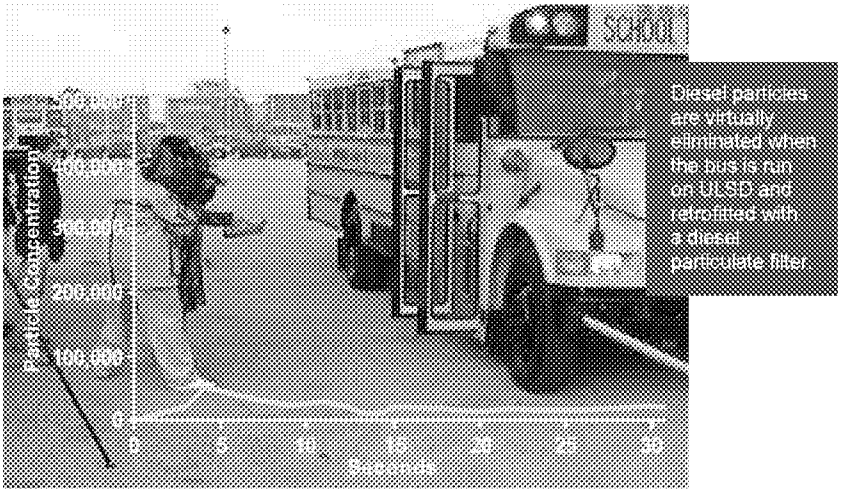

Children Exposed on School Buses

CATF Study: Cabin particulate matter eliminated with retrofit emissions controls.

Twenty four million students ride to school every day on yellow school buses that travel a total of four billion miles a year. While riding on a school bus is the safest way a student can travel to school,[57] children may be exposed to harmful pollutants, a concern since students spend an average of an hour and a half a day on school buses.[58] A recent study undertaken by Clean Air Task Force in cooperation with Purdue University investigated cabin air quality on school buses in three cities (Chicago, IL; Atlanta, GA; and Ann Arbor MI). The study found that particulate matter routinely entered the bus cabin from the tailpipe and the engine through the open front door. At some stops, particulate matter in the bus cabin exceeded levels in the outdoor air by as much as ten times. While idling or lined up in a schoolyard, rapid buildup of particulate matter in the buses also occurred. Most importantly, retrofit emissions controls worked: installation of a diesel particulate filter and the use of Ultra Low Sulfur Diesel (ULSD) fuel and a closed crankcase filtration device eliminated fine particles, ultrafine particles, black carbon and particle-bound PAH in the bus cabin. A closed crankcase filtration system by itself demonstrated major benefits and can provide immediate and low cost reductions in particulate matter levels on school buses. For a comprehensive report: **www.catf.us/goto/schoolbusreport**

seniors with increased levels of elemental and organic carbon (typical of diesels and other motor vehicles) and fine particles. Collectively, these studies demonstrate that elevated fine particle levels put the elderly at risk and suggest a possible mechanistic link between fine particles and cardiovascular disease mortality.[59]

Today's Dirty Diesels

- **"On-road" or highway diesels** include many types of vehicles, such as municipal and commercial trucks and buses. Heavy duty highway diesels range from 8,500 lbs to those exceeding 60,000 lbs, such as 18-wheelers. Of the seven million diesels on the road today, 400,000 are school buses and 70,000 are transit buses. Highway diesels released 100,000 tons of directly-emitted fine particles in 2002, about one third of the total from diesels. Highway diesels also released 3.4 million tons of nitrogen oxides (NO_X) in 2002, which accounted for 16 percent of all NO_X emissions and half of all diesel NO_X emissions in the U.S. [60]

- **"Non-road" diesel engines and equipment** do not typically travel on roads or highways. There were approximately six million non-road diesel engines in service in 2003. Examples of these non-road diesels include construction equipment such as excavators, mining equipment and agricultural machinery. In 2002, 155,000 tons or half of all the fine particles directly emitted from diesels came from non-road engines. Non-road diesels also released 1.6 million tons of NO_X, 8 percent of all NO_X emissions and one quarter of all diesel NO_X emissions in the U.S. in 2002.[61]

- **Marine and river diesel** emissions are dominated by large commercial ships polluting our largest ocean and river port cities. Efforts to control pollution from shipping have focused on NO_X, although these engines also emit substantial quantities of fine particles. In 2002 marine diesel released 40,000 tons of directly-emitted fine particles, 13 percent of all diesel fine particles in the U.S. Marine diesels in the U.S. produced one million tons of diesel NO_X in 2002, 5 percent of all U.S. NO_X emissions and 14 percent of all diesel NO_X emissions.[62]

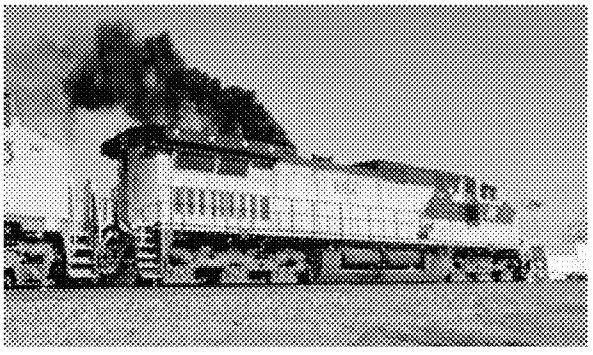

- **Locomotive diesels** account for a significant fraction of mobile source emissions in the U.S. today. In many areas, diesel trains travel through and pollute core urban and industrial areas. Diesel locomotives released 20,000 tons of directly-emitted diesel fine particles (six percent of all diesel fine particles) and 900,000 tons NO_X (13 percent of diesel NO_X). Diesel locomotives typically have a useful life of 40 years and are commonly rebuilt 5-10 times during their long service lives. For this reason, cleaning up today's locomotives is an important priority.[63]

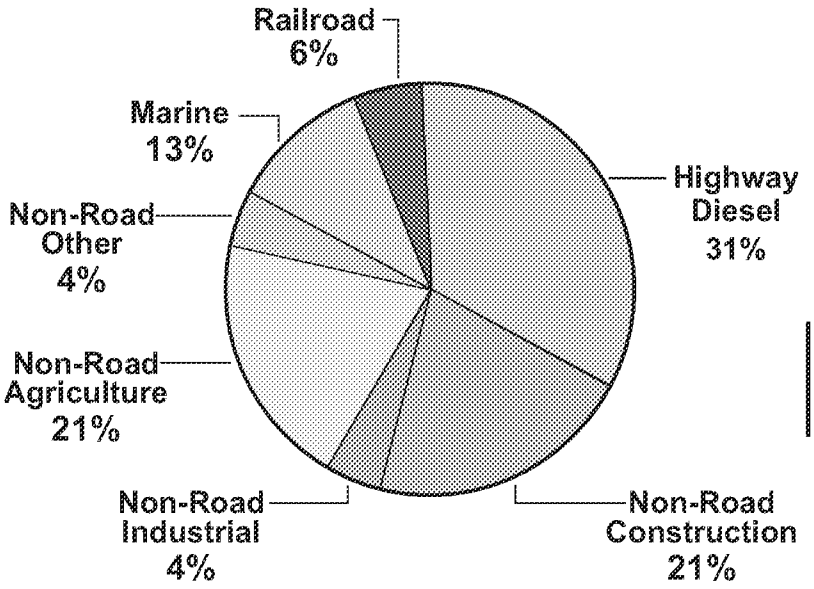

Sources of Directly-Emitted Mobile Diesel Fine Particles

Source: EPA (2004)

Diesel "Hotspots"

Diesel Exhaust is Concentrated Near Roadways and Intersections.

Unlike industrial smokestack emissions, diesel typically is emitted at ground-level in places of concentrated population in our communities along busy streets and at our places of work. We often breathe diesel exhaust where it is fresh and most toxic. While air quality modeling, such as reported in our study, estimates average exposures in a community, your individual exposure may be much greater or smaller depending on a variety of factors. For example, the distance from where you live to major roadways and the nature of your commute to work may play a role.

Exposure to diesel exhaust is highest for those who:

- **Operate or work around diesel engines** – Occupational exposures to diesel are among the highest and have been associated with increased incidence of cancer. Furthermore, a study of diesel mechanics, train crewmen, and electricians working in a closed space near diesel generators suggests that diesel exposure may have caused both airway obstruction and serious impairment to the central nervous system. The report concludes that "impaired crews may be unable to operate trains safely."[64]
- **Live or work near areas where diesel emissions are concentrated** – Ambient diesel levels are highest near highways, busy roadways, bus depots, construction sites, railroad yards, ports and inland waterways with diesel boat traffic, major bridges, tunnels, or freight warehouses. People who live or work near these

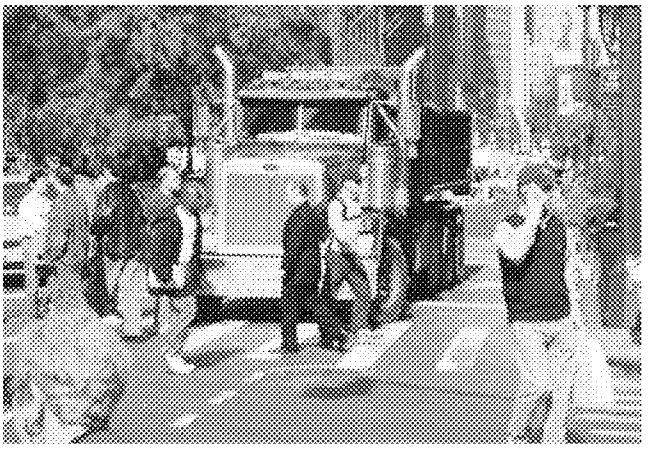

facilities face the greatest risk. Numerous recent medical studies have linked roadway proximity and traffic pollution to disease, asthma hospitalizations, and shortened life expectancy.[65] For example, a 2004 study in Ontario, Canada found increased risk of mortality from heart and lung disease in people living within 100 meters of a roadway.[66] New York City studies demonstrate that diesel trucks create air toxics hot spots at crossings, bus stops, and bus depots.[67] Rail yards can be diesel hotspots as well. For example, one study found elevated risk levels – up to 500 in a million – adjacent to a California rail yard.[68] Another study found elevated cancer risk for persons living near a ferry port.[69]

- **Regularly ride on school or transit buses, or commuter trains** – Children are exposed to elevated levels of diesel as a result of the buildup of diesel exhaust inside school buses – especially with windows closed.[70] Diesel exhaust levels on commuter trains and

People living and working near concentrated diesel emissions such as busy roadways have the greatest exposure to diesel exhaust.

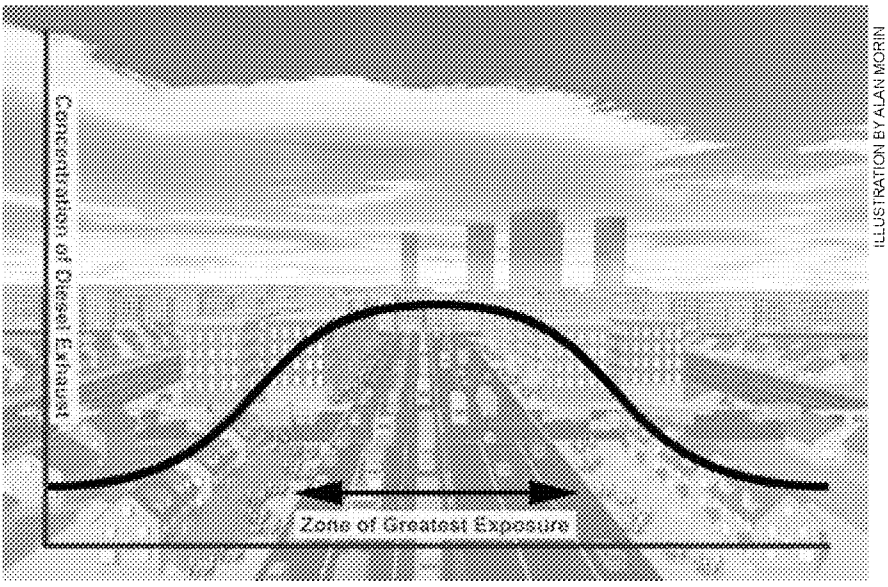

ILLUSTRATION BY ALAN MORIN

station platforms may also be high.[71]

- **Commute daily in heavy traffic** – Commuters are exposed to some of the highest diesel emissions in their cars due to pollutants released from trucks and buses on the road with them. Car occupants riding behind a diesel bus, for example, can experience extremely high levels of dangerous fine particles. Researchers in Los Angeles measured high fine particle levels (130 ug/m^3) behind an urban transit bus making numerous stops.[72] Exposures to drivers can have serious effects: a 2004 study suggests that young male state troopers experienced cardiac inflammation and heart rhythm changes from in-vehicle exposure to fine particles.[73]

Diesel exhaust from trucks and buses can be found in places we don't expect. For example it can be trapped in "urban canyons" and penetrate buildings through HVAC systems.

Exposure to diesel exhaust is also an Environmental Justice issue. Concentration of minority and low-income populations are more likely to be found in cities near diesel sources. Because these neighborhoods are exposed to some of the highest diesel exhaust levels, residents are certain to experience disproportionate health impacts.

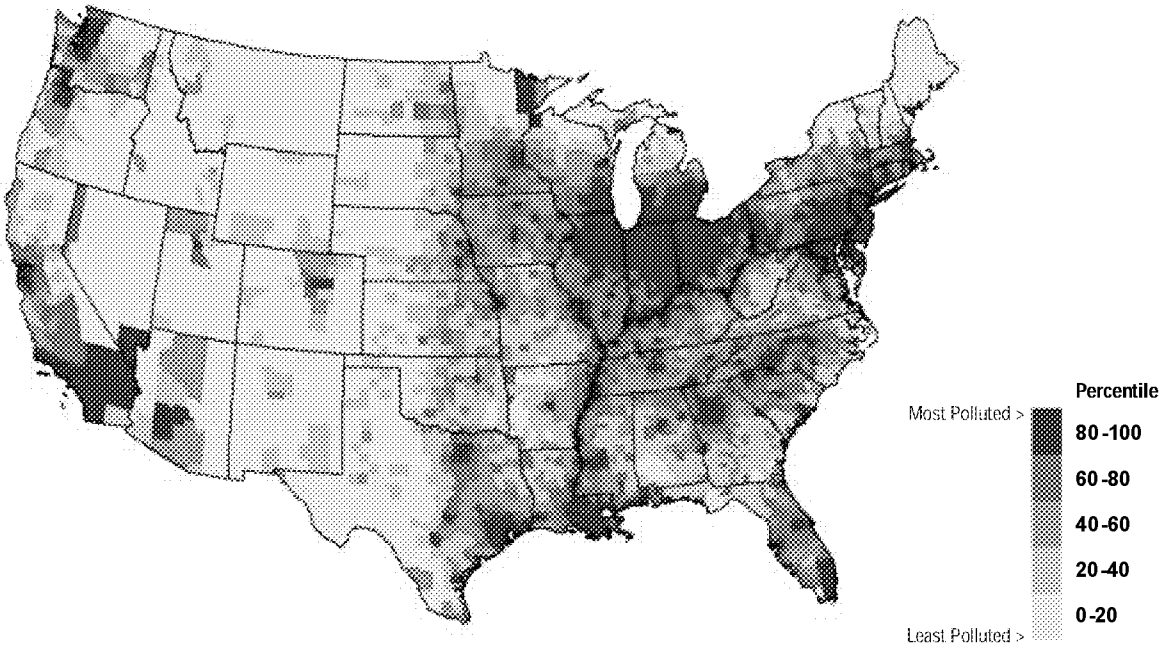

Directly-Emitted Diesel Fine Particle Concentrations by County in the U.S. (1999)

A Solution Within Our Reach

Diesel Fine Particles Can Be Virtually Eliminated by Emission Controls Available Today.

Virtually all of the health risk posed by diesel exhaust can be eliminated through the application of emissions control strategies available today. For example, an aggressive but feasible program to reduce diesel particle emissions nationwide 50 percent by 2010, 75 percent by 2015, and 85 percent by 2020 would save about 100,000 lives between now and 2030 – beyond those lives that will be saved under EPA's new engine regulations.[74] Adopting this as a national goal would help states and municipalities set milestones for improvement and would be consistent with EPA's recently announced goal of retrofitting the entire U.S. fleet of diesel vehicles by 2015.[75] Indeed, California has already set a Diesel Risk Reduction goal of 75 percent 2010 and 85 percent by 2020. Over the last few years the California Air Resources Board has begun to issue regulations to achieve these goals.[76]

"Retrofit, Rebuild, Replace"

A variety of practical strategies exist to reduce diesel particle levels in America: tailpipe retrofits, clean fuels, closed crankcase filtration systems, engine rebuild and replacement requirements, emission specifications for vehicles used in public works contracts, anti-idling ordinances and legislation, truck stop electrification programs, aggressive fleet turnover policies, and more.

The most cost-effective approach to reducing diesel exhaust is likely in many cases to be the direct application of retrofit technology. Although the purchase of new, much cleaner vehicles will remain an important remedial strategy, the replacement of the entire diesel fleet is an expensive proposition that will have to be phased in over time. What's more, we can meet the challenge of reducing fine particles and related air toxics without replacing all vehicles right now. Current technology can easily remove particles from diesel exhaust. Retrofits that eliminate over 90 percent of fine particles from a heavy duty diesel bus engine typically cost $3,000-$7,500. This is a small expenditure when compared to the typical $60,000-75,000 price tag for a new school bus or $300,000 for a transit bus.[77]

Retrofits are available from many engine manufacturers. They generally are easy to install especially on highway vehicles. Nonetheless, it is important to point out that retrofits are not a "one size fits all" proposition. Retrofitting a fleet calls for careful planning and, often, a mix of strategies that will depend on the make and model year of the engines being retrofitted and funds available. For example, some heavy-duty engines lack modern electronic engine controls and are therefore are too old for some retrofit devices. Other diesel equipment simply does not have space for retrofit installation. Duty cycle is an important consideration too. Some engines do not run constantly which means that catalytic retrofit devices requiring consistent high engine temperatures do not operate as efficiently. Furthermore, some engines release pollution from crankcase ventilation in addition to the tailpipe. This calls for additional strategies. For some vehicles and model years, replacement may be the best option. As a result, fleets will need to develop individualized strategies that optimize emission reduction from their vehicles and equipment. Fortunately, this is not hard to do.

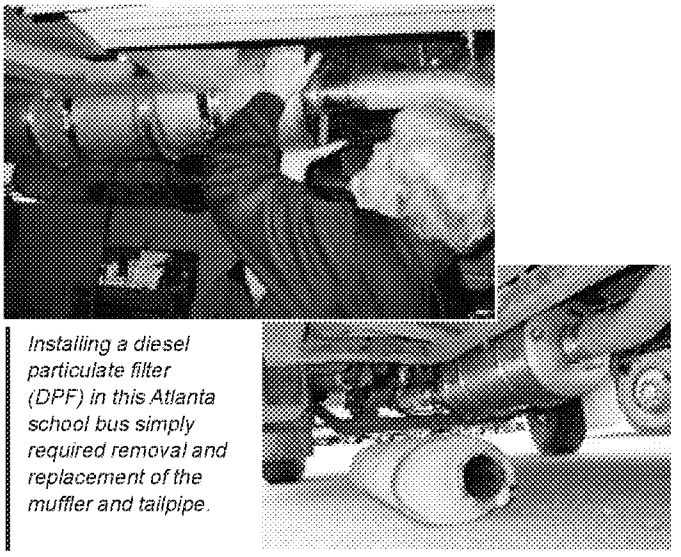

Installing a diesel particulate filter (DPF) in this Atlanta school bus simply required removal and replacement of the muffler and tailpipe.

Catalyzed diesel particulate matter filters (DPF) can reduce emissions of fine particles and adsorbed air toxics by over 90 percent. DPFs have been used in thousands of on- and non-road diesel applications. Diesel oxidation catalysts (DOCs) represent a less expensive albeit less effective option. They are smaller and therefore easier to install. EPA has verified that they can reduce total particulate matter emissions by 10-30 percent. Like the DPF, the DOC is also attached to the exhaust system. Installing one on a diesel truck or bus costs about $1,000. DOCs may be appropriate for vehicles built before 1995 that lack electronic controls and for construction equipment where there is inadequate space for a DPF to be installed. DOCs have been installed in more than 1.5 million trucks in the U.S.[78]

Low Sulfur Diesel Fuels Are Requisite for Effective Retrofit Controls.

Diesel particulate filters require low sulfur fuels because sulfur in the fuel can foul the emission control device. Unfortunately, low sulfur fuels are not available everywhere in the U.S. today (see http://www.epa.gov/otaq/retrofit/fuelsmap.htm for the current fuel availability map). Where ULSD is available, decision makers should consider requiring installation of filters where possible. Federal regulations have established diesel fuel and additive formulation requirements for on-road vehicles, limiting fuel sulfur content to 15 ppm nationwide beginning in 2006 for use with 2007 highway vehicles. Starting in 2010, non-road equipment will be required to use ULSD.

Biodiesel is another potential low-sulfur fuel choice that can achieve modest reductions in emissions when used as a blend, or higher reductions when used at 100 percent. Biodiesel is an alternative diesel fuel made from either animal fats or plants such as soybeans.

Ultra low sulfur diesel fuel will be available nationwide mid-2006.

Cleaning up All School Buses Within a Decade

With today's emissions controls, students need not be exposed to diesel exhaust while riding to school. EPA in the summer of 2004 announced the goal of retrofitting all existing school buses with pollution controls within a decade.[79] Funding retrofits and cleaner fuel presents the greatest obstacle facing school districts. To achieve this goal, adequate funds must be appropriated by states and the federal government.

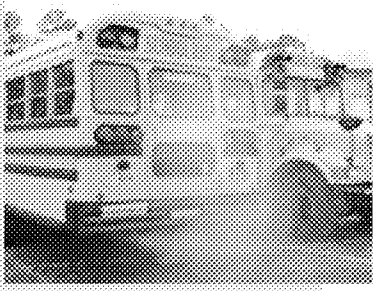

Recommendations

Cities and States Must Act to Reduce Diesel.

The fine particle pollution problem is so widespread in the U.S. about one quarter of the U.S. population resides in areas that violate the standard. EPA recently formally designated over 200 counties in "nonattainment" with the annual fine particle standard.[80] Countless additional commuters may also spend significant time in areas exceeding the standard where they work. But the rest of the country is not safe from the risk posed by diesel particles – science tells us that particle-related health impacts don't stop once the standard is achieved. Health research has shown that there are adverse health impacts from particles even at very low concentrations.[81]

Cities and states that have been designated as "nonattainment" must act now to achieve meaningful reductions in fine particles. For those areas, state implementation plans must be developed and presented to EPA for approval within three years. Controls must then be implemented and air quality standards achieved by 2010. For this reason, states and cites must start now to determine how to achieve substantial emissions reductions. With rules to reduce particles from power plants pending at EPA and expected to be finalized in the near future, diesel emissions will become the largest remaining share of the problem and the most cost-effective solution, one that largely is within the control of states and municipalities.

MA TURNPIKE AUTHORITY

Cities should adopt and enforce anti-idling ordinances.

Cities and states should:

- Establish ambitious goals for reducing risk to their citizens by cleaning up existing diesels;
- Identify priority geographic areas and diesel "hotspots" for immediate attention;
- Adopt a package of options for reducing diesel exhaust including:
  - Retrofits accomplished by replacing mufflers with an optimal mix of filters or oxidation catalysts depending on vehicle age and type;
  - Requiring Ultra Low Sulfur Diesel and cleaner alternative fuels;
  - Closed crankcase ventilation systems to eliminate engine exhaust from penetrating the cabins of school and transit buses;
  - Engine rebuild and replacement requirements;
  - Truck stop electrification programs to give long-haul truckers a way to power their rigs overnight without running their engines;
  - Contract specifications requiring cleanup of trucks and construction equipment used in public works projects.
- Adopt diesel cleanup measures as federally-enforceable requirements in State Implementation Plans (SIPs) for the attainment of the fine particle and ozone air quality standards;
- Create and fund programs to provide money for diesel equipment owners to replace or rebuild high-polluting diesel engines;
- Adopt and enforce anti-idling ordinances and legislation.

To meet this challenge, several states and cities have begun to take action. California continues to lead the way in reducing diesel emissions: adopting stricter fine particle air quality standards, developing a statewide diesel risk reduction plan, and establishing a state program to clean up on- and non-road diesel engines ranging from garbage trucks to stationary generators.[82] When completed, the California program will regulate emissions from all existing diesels within its jurisdiction.

Trucks parked at New York Thruway rest area shut off their engines and plug into IdleAire facility for heat and electricity.

In New York, over 120,000 kids now ride a school bus that has had a retrofit kit installed to reduce diesel emissions. Under city and state law all New York City-sponsored construction projects are required to use ULSD and all heavy equipment engines at the sites must be retrofitted. Likewise, Seattle, King County, and the State of Washington have made a solid start on diesel cleanup from on- and non-road vehicles, and ships including a commitment to retrofit up to 8,000 school buses using local, state, federal, and SEP monies and buy up to 250 new diesel/electric hybrid buses. Other cities also have made a start.[83]

California and Texas have created funds – the "Carl Moyer" program in California and the Texas Emission Reduction Program (TERP) – to provide funding for diesel equipment owners to replace or rebuild high-polluting diesel engines.

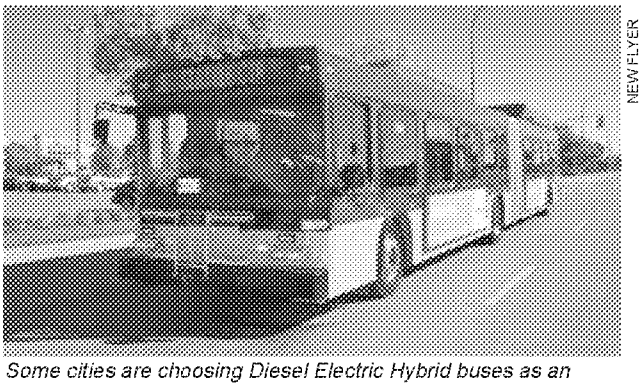

NEW FLYER

Some cities are choosing Diesel Electric Hybrid buses as an alternative to conventional diesel buses.

Washington Must Support States

States and cities cannot meet the challenge of diesel pollution alone. U.S. EPA has recognized the dangers and societal costs of diesel exhaust and set tighter emission standards for new highway and non-road diesel engines and mandated the availability beginning in 2006 of Ultra Low Sulfur Diesel (ULSD) fuel nationwide. These requirements must be retained with no backsliding. In addition, EPA has set a national goal of cleaning up all of America's existing diesels by 2015 and has established a voluntary retrofit program to begin to meet it.[84] However, this challenge will only be met with an aggressive set of policies and adequate funding to ensure the goal can be accomplished.

Many states do not have the resources to clean up state and municipally-owned vehicles. They will need the support of the federal government to achieve EPA's goal.

Federal action may also be needed to clean up transient diesel vehicles, including long-haul trucks, marine diesel shipping in U.S. ports, and locomotives that typically travel from city to city dispersing their emissions along travel corridors. Because the Clean Air Act contains limited authority for EPA to establish national diesel retrofit rules, federal legislation will ultimately be needed to establish federal requirements and funding for a national retrofit program for all diesel engines as well as these interstate diesels.

The Federal government should:

- Pass legislation providing funding for the cleanup of municipal and state fleet vehicles;
- Explore regulatory options for reducing emissions from existing interstate fleets such as long-haul trucks, shipping, and locomotives;
- Retain and enforce the tighter new engine and cleaner fuel standards for highway and non-road diesels.

Endnotes

1 Wilson, Richard and Spengler, John, eds. *Particles in Our Air: Concentrations and Health Effects* (1999) p. 212.

2 Schwartz, J.,"Air Pollution Deadlier than Previously Thought," Harvard School of Public Health, Press Release, March 2, 2000.

3 Laden, F., Neas, L., Dockery, D. and Schwartz, J., *Association of Fine Particulate Matter from Different Sources with Daily Mortality in Six U.S. Cities*, Environmental Health Perspectives, Vol. 108, No. 10, (2000) p. 941-947.

4 Nemmar, A. et al., *Passage of Inhaled Particles Into the Blood Circulation in Humans.* Circulation, Vol. 105, (2002), 411-414 ; Donaldson, Ken, et al., *Ambient Particle Inhalation and the Cardiovascular System: Potential Mechanisms*, Envir. Health Perspectives, Vol. 109, Supp. 4, Aug. 2001, p. 525.1

5 National Center for Environmental Assessment, Office of Research and Development, U.S. EPA. EPA/600/8-90/057F. May 2002. International Agency on Cancer, Monograph 46. See at: http://www-cie.iarc.fr/htdocs/monographs/vol46/46-01.htm; California Air Resources Board (1998) Proposed Identification of Diesel Exhaust as a Toxic Air Contaminant; See also, California Environmental Protection Agency, Air Resources Board, Office of Environmental Health Hazard Assessment, April 22, 1998; CalEPA (2002). Health Assessment for Diesel Engine Exhaust;

6 American Academy of Pediatrics, Committee on Environmental Health, *Ambient Air Pollution: Health Hazards to Children*, Pediatrics, Vol 114, No. 6, (December 2004) pp. 1699-1707. Available at www.pediat rics.org. For a complete summary of studies of particulate matter and health see: EPA Air Quality Criteria for Particulate Matter, October 2004 avaialble at: http://cfpub.epa.gov/ncea/cfm/partmatt.cfm

7 Modeled health impacts of less severe acute health impacts (e.g. other than mortality, heart attacks) likely understate the full magnitude of the impacts because many cases go unreported (e.g. asthma, bronchitis self-treatment, or treatment in small clinics or private offices.) Furthermore, the U.S. does not manage a central database of national health records.

8 U.S. EPA, OAR, "Final Report to Congress on Benefits and Costs of the Clean Air Act,1970-1990," EPA 410-R-97-002, (1997) page I-23 at http://www.epa.gov/air/sect812/appen_i.pdf.

9 Mothers Against Drunk Driving online at: http://www.madd.org/stats/0,1056,1112,00.html

10 Arias, E. et al., "Deaths: Final Data for 2001," Centers for Disease Control, 52 National Vital Statistics Reports No. 3 (September 18, 2003). Available online at: http://www.cdc.gov/nchs/data/nvsr/nvsr52/nvsr52_03.pdf

11 U.S. Department of Transportation, National Highway Traffic Safety Administration *Traffic Safety Facts 2000: Occupant Protection* (Washington, D.C. 2001). Available online at: http://www.bts.gov/publications/transportation_statistics_annual_report/2001/html/chapter_06_figure_01_152_table_.html

12 This analysis is based on methodology approved by U.S. EPA's Science Advisory Board and used by EPA in the Regulatory Impact Analysis (RIA) of the non-road rule. EPA Final Regulatory Impact Analysis, "Control of Emissions from Nonroad Diesel Engines," EPA420-R-04-007. (May 2004) http://www.epa.gov/nonroad-diesel/2004fr/420r 04007.pdf. It begins with EPA emissions inventory data, models the dispersion of those emissions using the Regional Emissions Modeling System for Acid Deposition (REMSAD) air quality model, and then applies a damage function model using concentration-response relationships to estimate adverse health endpoints from modeled changes in air quality. This analysis estimates the adverse health endpoints attributable to diesel PM2.5 in the year 2010. For a summary of CATF's methodology and FAQs please go to www.catf.us/goto/dieselhealth/ and click on "learn more." For Abt Associates' ASPEN and REMSAD reports please see: www.catf.us/goto/AbtASPEN/ and www.catf.us/goto/AbtREMSAD/.

13 Estimate is based on EPA methodology described in EPA Memorandum, Bryan Hubbell to Sam Napolitano, July 2, 2001. Estimated NO_X, SO_2 and PM emissions health damages for heavy duty vehicle emissions.

14 Through only those diesel regulations promulgated to date, California will reduce diesel fine particles by 30 percent from year 2000 levels. California has announced plans to promulgate additional critical regulations in the next few years to address significant sources such as construction, agriculture, and inland shipping. California Air Resources Board (CARB) 2004a. Air Quality Almanac Emission Projections. Online at http://www.arb.ca.gov/emisinv/emsmain/emsmain.htm; California Air Resources Board (CARB). 2003a. Staff Report: Initial Statement of Reasons: Proposed Diesel Particulate Matter Control Measure for On Road Heavy-Duty Residential and Commercial Solid Waste Collection Vehicles. Sacramento, CA: California Environmental Protection Agency. California Air Resources Board (CARB) 2003b Staff Report: Initial Statement of Reasons for Proposed Rulemaking: Airborne Toxic Control Measure for Stationary Compression Ignition Engines. Sacramento, CA: California Environmental Protection Agency, Stationary Source Division Emissions Assessment Branch;. California Air Resources Board (CARB) 2003c. REVISED – Staff Report: Initial Statement of Reasons for Proposed Rulemaking: Airborne Toxic Control Measure for In-use Diesel Fueled Transport Refrigeration Units (TRU) and TRU Generator Sets, and Facilities Where TRUs Operate. Sacramento, CA: California Environmental Protection Agency, Stationary Source Division Emissions Assessment Branch. The Union of Concerned Scientists recently estimated the costs and benefits of achieving the CARB Diesel Risk Reduction goal. See Union of Concerned Scientists, *Sick of Soot: Reducing the Health Impacts of Diesel Pollution in California* (June 2004) available online at: http://www.ucsusa.org/clean_vehicles/trucks_ and_buses/page.cfm?pageID=1429

15 This analysis was performed by multiplying modeled ASPEN (Assessment System for Population Exposure Nationwide) 1999 county-level ambient diesel PM2.5 concentration data times: (1) the upper and lower bounds of EPA's possible diesel particulate matter cancer risk range; and (2) the California Air Resources Board diesel cancer unit risk factor. See: California Diesel Risk Reduction Plan: http://www.arb.ca.gov/diesel/documents/rrpapp.htm; EPA, Health Assessment Document for Diesel Exhaust, Office of Research and Development, EPA/600/8-90/057F (May 2002). The United States Public Interest Research Group previously used

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16 "The estimated possible risk ranges (10^{-5} to 10^{-3} as well as lower and zero risk) provide a perspective of the potential significance of the lung cancer hazard." EPA, Health Assessment Document for Diesel Exhaust, Office of Research and Development, EPA/600/8-90/057F (May 2002) at p. 8-15. For CARB unit risk value, see: Findings of the Scientific Review Panel on *The Report on Diesel Exhaust* as adopted at the Panel's April 22, 1998, meeting. http://www.arb.ca.gov/toxics/dieseltac/defnds.pdf. See also, http://www.arb.ca.gov/regact/diesltac/diesltac.htm. The findings in this report based on the CARB unit risk factor are consistent with EPA's possible diesel risk range e.g., 3 X 10^{-4} is within EPA's range of 10^{-3} to 10^{-5}.

17 The number per million is the chance in a population of a million people who might be expected to get cancer over a 70-year lifetime. A potential cancer risk of 10 in a million means if one million people were exposed to a certain level of a pollutant or chemical there is a chance that 10 of them may develop cancer over their 70-year lifetime. This would be 10 new cases of cancer above the expected rate of cancer in the population. According to CARB the expected rate of cancer for all causes, including smoking, is about 200,000 to 250,000 chances in a million (one in four to five people).

18 For 1999 NATA national excess cancer risk from air toxics other than diesel see: Inside EPA, Inside Washington Publishers, (December 15, 2004) http://www.insideepa.com/

19 This finding is based on inhalation as the only exposure path and is limited to the thirty-three air toxics included in EPA's National Air Toxics Assessment (NATA). The relative cancer risk of diesel particulate matter is calculated as a ratio of the cancer risk of all air toxics tracked by EPA in the NATA divided by the risk of diesel particulate. We calculated the cancer risk for diesel PM in the U.S. based by applying the CARB cancer unit risk factor for diesel particulate matter to 1999 ASPEN model average national ambient concentration results for diesel PM. (Source for national toxic risk: Inside EPA, Inside Washington Publishers, December 15, 2004.)

20 According to the EPA's categorization of counties as urban or rural, the average ASPEN 1999 ambient diesel fine particle concentration is 1.3822 ug/m^3 for urban counties and 0.4730 ug/m^3 for rural counties. The overall national average is 1.2096 ug/m^3. These averages are population weighted. These averages convert (using the 0.0003 factor) to cancer risks of 415 per million urban, 142 per million rural, and 363 per million average.

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23 The new health findings provided in this report by Abt Associates are derived from average modeled estimates of ambient concentrations of diesel particulate matter for entire counties. Many people experience higher diesel exposure situations depending upon where they live and work, for example, such as working near diesel engines, living near diesel sources or commuting regularly on roadways with diesel traffic. The quantitative estimates of death and disease we provide in this report are based on average exposures only and do not represent the risks associated with high diesel exposures. Furthermore, these health findings do not include the impacts from all toxic constituents in diesel exhaust, only directly-emitted particulate matter.

24 The state and metropolitan area health effects reported here exclude those associated with secondarily-formed fine particles, i.e., particles formed from gaseous emissions through post-emission atmospheric chemical reactions. Typically, these include nitrate from nitrogen oxide emissions and sulfate from sulfur dioxide emissions. Secondarily-formed fine particles may make up as much as one-third of diesel-related particles. See Lloyd, A. C., and Cackette, T.A. (2001). Diesel engines: Environmental Impact and Control. Journal of Air and Waste Management Association, v. 51, p. 809-847, June 2001.

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77 MECA: http://www.epa.gov/otaq/retrofit/documents/meca1.pdf; CARB cost-effectiveness analysis: http://www.arb.ca.gov/regact/bus02/appf.pdf

78 MECA: http://www.meca.org/jahia/Jahia/engineName/filemanager/pid/229/dieselfact.PDF?actionreq=actionFileDownload&fileItem=213. A newly verified Diesel Oxidation Catalyst technology, called "a torturous path filter" achieves a 50 percent reduction in diesel particulate at about half the cost of a diesel particulate filter.

79 Motor Age, "EPA to Retrofit 11 Million Diesels," Advanstar Communications (August 2004). Available online at: http://www.motorage.com/motorage/article/articleDetail.jsp?id=141102. See also, http://www.epa.gov/cleanschoolbus/

80 See: http://www.epa.gov/air/oaqps/particles/designations/index.htm

81 Vedal, S., Brauer, M., White, R., and Petkau, R., (2003). Air Pollution and Daily Mortality in a City With Low Levels of Air Pollution, Environmental Health Perspectives Vol.111, No.1, (2003), pp. 45-51.

82 See: California Risk Reduction Plan at: http://www.arb.ca.gov/diesel/documents/rrpfinal.pdf

83 For more information about retrofit programs in your area see: http://www.epa.gov/otaq/retrofit/projectmap.htm

84 For more information on EPA's Voluntary Retrofit Program see: http://www.epa.gov/otaq/retrofit

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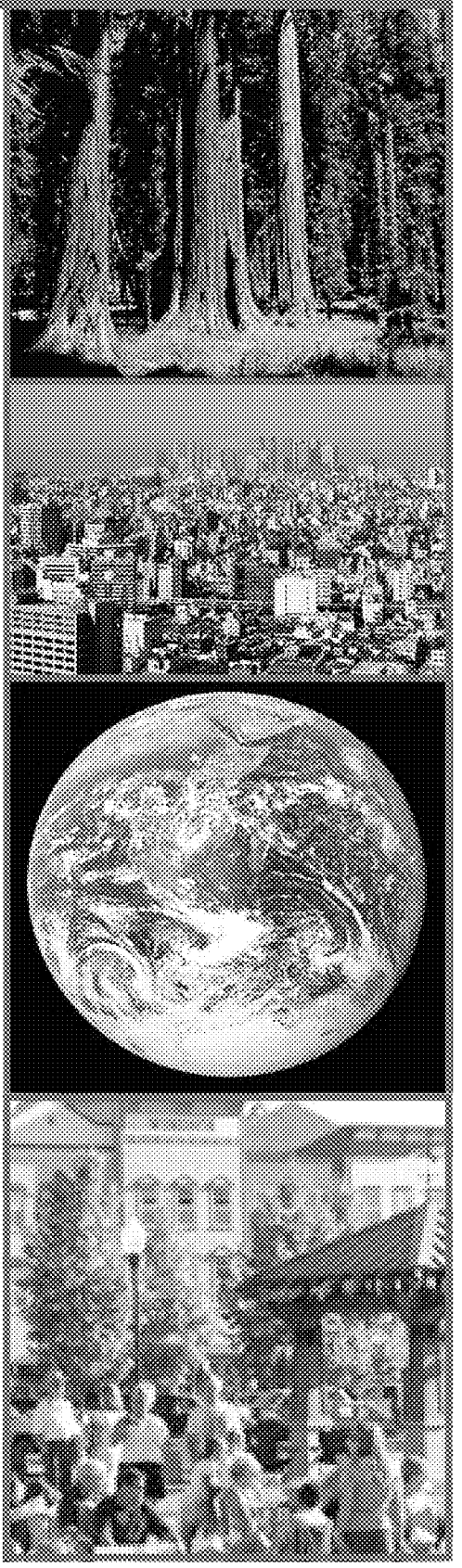

CEQA & Climate Change

Evaluating and Addressing Greenhouse Gas Emissions from Projects Subject to the California Environmental Quality Act

January 2008

Item No. E.2

MV00179912

Disclaimer

The California Air Pollution Control Officers Association (CAPCOA) has prepared this white paper consideration of evaluating and addressing greenhouse gas emissions under the California Environmental Quality Act (CEQA) to provide a common platform of information and tools to support local governments.

This paper is intended as a resource, not a guidance document. It is not intended, and should not be interpreted, to dictate the manner in which an air district or lead agency chooses to address greenhouse gas emissions in the context of its review of projects under CEQA.

This paper has been prepared at a time when California law has been recently amended by the Global Warming Solutions Act of 2006 (AB 32), and the full programmatic implications of this new law are not yet fully understood. There is also pending litigation in various state and federal courts pertaining to the issue of greenhouse gas emissions. Further, there is active federal legislation on the subject of climate change, and international agreements are being negotiated. Many legal and policy questions remain unsettled, including the requirements of CEQA in the context of greenhouse gas emissions. This paper is provided as a resource for local policy and decision makers to enable them to make the best decisions they can in the face of incomplete information during a period of change.

Finally, this white paper reviews requirements and discusses policy options, but it is not intended to provide legal advice and should not be construed as such. Questions of legal interpretation, particularly in the context of CEQA and other laws, or requests for advice should be directed to the agency's legal counsel.

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List of Acronyms and Abbreviations

Acronym/ Abbreviation	Meaning
AB 32	Assembly Bill 32 Global Warming Solutions Act of 2006
AG	Attorney General
ARB	Air Resources Board
ASTM	American Society of Testing and Material
BAAQMD	Bay Area Air Quality Management District
BAU	Business as Usual
BEES	Building for Environmental and Economic Sustainability
Calfire	California Fire
Caltrans	California Department of Transportation
CAP	Criteria Air Pollutants
CAPCOA	California Air Pollution Control Officers Association
CARB	California Air Resource Board
CAT	Climate Action Team
CCAP	Center for Clean Air Policy
CCAR	California Climate Action Registry
CDFA	California Department of Food and Agriculture
CEC	California Energy Commission
CEQA	California Environmental Quality Act
CF	Connectivity Factor
CH_4	Methane
CIWMB	California Integrated Waste Management Board
CO	Carbon Monoxide
CO_2	Carbon Dioxide
CNG	Compressed Natural Gas
CPUC	California Public Utilities Commission
CUFR	California Urban Forestry
DGS	Department of General Services
DOE	U.S. Department of Energy
DOF	Department of Finance
DPF	Diesel Particulate Filter
DWR	Department of Water Resources
E85	85% Ethanol
EEA	Massachusetts Executive Office of Energy and Environmental Affairs
EERE	Energy Efficiency and Renewable Energy
EIR	Environmental Impact Report
EOE	Encyclopedia of Earth
EPA	U.S. Environmental Protection Agency
ETC	Edmonton Trolley Coalition
EV	Electric Vehicles
FAR	Floor Area Ratio

GHG	Greenhouse Gas
GGEP	Greenhouse Gas Emissions Policy
GGRP	Greenhouse Gas Reduction Plan
GP	General Plan
GWP	Global Warming Potential
IGCC	Integrated Gasification Combined Cycle
IOU	Investor Owned Utility
IPCC	International Panel on Climate Change
IT	Information Technology
ITE	Institute of Transportation Engineers
J&S	Jones & Stokes
km	Kilometer
LandGem	Landfill Gas Emissions Model
LEED	Leadership in Energy and Environmental Design
LNG	Liquefied Natural Gas
MBUAPCD	Monterey Bay Unified Air Pollution Control District
MEPA	Massachusetts Environmental Policy Act
MND	Mitigated Negative Declaration
MMT CO_2e	Million Metric Tons Carbon Dioxide Equivalent
MW	Megawatts
N_2O	Nitrous Oxide
NACAA	National Association Clean Air Agencies
ND	Negative Declaration
NEV	Neighborhood Electric Vehicle
NIST	National Institute of Standards and Technology
NO_X	Oxides of Nitrogen
NREL	National Renewable Energy Laboratory
NSCAPCD	Northern Sonoma County Air Pollution Control District
NSR	New Source Review
OPR	State Office of Planning and Research
PFC	Perfluorocarbon
PG&E	Pacific Gas & Electric
POU	Publicly Owned Utility
PM	Particulate Mater
RoadMod	Road Construction Emissions Model
ROG	Reactive Organic Gas
RPS	Renewable Portfolio Standards
RTP	Regional Transportation Plan
S-3-05	Executive Order S-3-05
SB	Senate Bill
SBCAPCD	Santa Barbara County Air Pollution Control District
SCAQMD	South Coast Air Quality Management District
SCM	Sustainable Communities Model
SIP	State Implementation Plan
SJVAPCD	San Joaquin Valley Unified Air Pollution Control District
SLOCAPCD	San Luis Obispo County Air Pollution Control District

SMAQMD	Sacramento Metropolitan Air Quality Management District
SMUD	Sacramento Municipal Utilities District
SO_X	Sulfur Oxides
SP	Service Population
SRI	Solar Reflectance Index
SWP	State Water Project
TAC	Toxic Air Contaminants
TBD	To Be Determined
TDM	Transportation Demand Management
TMA	Transportation Management Association
THC	Total Hydrocarbon
UC	University of California
ULEV	Ultra Low Emission Vehicle
UNFCCC	United Nations Framework Convention on Climate Change
URBEMIS	Urban Emissions Model
USGBC	U.S. Green Building Council
VMT	Vehicle Miles Traveled
VTPI	Victoria Transit Policy
YSAQMD	Yolo-Solano Air Quality Management District

Introduction

The California Environmental Quality Act (CEQA) requires that public agencies refrain from approving projects with significant adverse environmental impacts if there are feasible alternatives or mitigation measures that can substantially reduce or avoid those impacts. There is growing concern about greenhouse gas emissions[1] (GHG) and recognition of their significant adverse impacts on the world's climate and on our environment. In its most recent reports, the International Panel on Climate Change (IPCC) has called the evidence for this "unequivocal." In California, the passage of the Global Warming Solutions Act of 2006 (AB 32) recognizes the serious threat to the "economic well-being, public health, natural resources, and the environment of California" resulting from global warming. In light of our current understanding of these impacts, public agencies approving projects subject to the CEQA are facing increasing pressure to identify and address potential significant impacts due to GHG emissions. Entities acting as lead agencies in the CEQA process are looking for guidance on how to adequately address the potential climate change impacts in meeting their CEQA obligations.

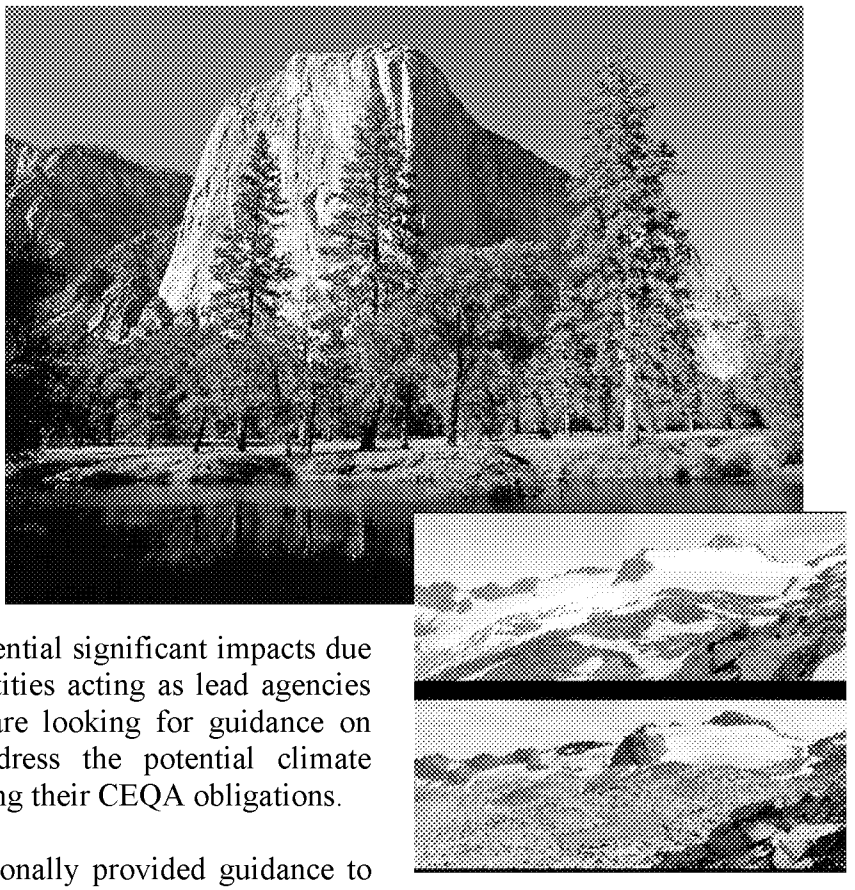

Air districts have traditionally provided guidance to local lead agencies on evaluating and addressing air pollution impacts from projects subject to CEQA. Recognizing the need for a common platform of information and tools to support decision makers as they establish policies and programs for GHG and CEQA, the California Air Pollution Control Officers Association has prepared a white paper reviewing policy choices, analytical tools, and mitigation strategies.

This paper is intended to serve as a resource for public agencies as they establish agency procedures for reviewing GHG emissions from projects under CEQA. It considers the application of thresholds and offers three alternative programmatic approaches toward

[1] Throughout this paper GHG, CO_2, CO_2e, are used interchangeably and refer generally to greenhouse gases but do not necessarily include all greenhouse gases unless otherwise specified.

determining whether GHG emissions are significant. The paper also evaluates tools and methodologies for estimating impacts, and summarizes mitigation measures. It has been prepared with the understanding that the programs, regulations, policies, and procedures established by the California Air Resources Board (CARB) and other agencies to reduce GHG emissions may ultimately result in a different approach under CEQA than the strategies considered here. The paper is intended to provide a common platform for public agencies to ensure that GHG emissions are appropriately considered and addressed under CEQA while those programs are being developed.

Examples of Other Approaches

Many states, counties, and cities have developed policies and regulations concerning greenhouse gas emissions that seek to require or promote reductions in GHG emissions through standards for vehicle emissions, fuels, electricity production/renewables, building efficiency, and other means. A few have developed guidance and are currently considering formally requiring or recommending the analysis of greenhouse gas emissions for development projects during their associated environmental processes. Key work in this area includes:

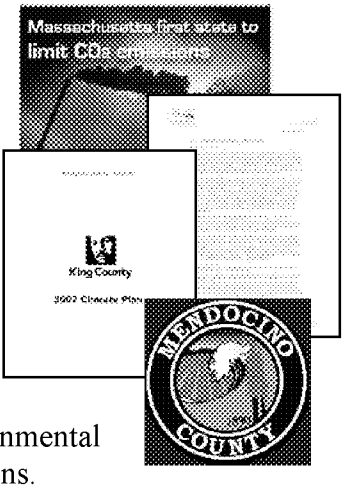

- Massachusetts Office of Energy and Environmental Affairs Greenhouse Gas Emissions Policy;
- King County, Washington, Executive Order on the Evaluation of Climate Change Impacts through the State Environmental Policy Act;
- Sacramento AQMD interim policy on addressing climate change in CEQA documents; and
- Mendocino AQMD updated guidelines for use during preparation of air quality impacts in Environmental Impact Reports (EIRs) or mitigated negative declarations.

The following paper evaluates options for lead agencies to ensure that GHG emissions are appropriately addressed as part of analyses under CEQA. It considers the use of significance thresholds, tools and methodologies for analyzing GHG emissions, and measures and strategies to avoid, reduce, or mitigate impacts.

Greenhouse Gas Significance Criteria

This white paper discusses three basic options air districts and lead agencies can pursue when contemplating the issues of CEQA thresholds for greenhouse gas emissions. This paper explores each path and discusses the benefits and disbenefits of each. The three basic paths are:

- No significance threshold for GHG emissions;

- GHG emissions threshold set at zero; or
- GHG threshold set at a non-zero level.

Each has inherent advantages and disadvantages. Air districts and lead agencies may believe the state or national government should take the lead in identifying significance thresholds to address this global impact. Alternatively, the agency may believe it is premature or speculative to determine a clear level at which a threshold should be set. On the other hand, air districts or lead agencies may believe that every GHG emission should be scrutinized and mitigated or offset due to the cumulative nature of this impact. Setting the threshold at zero will place all discretionary projects under the CEQA microscope. Finally, an air district or lead agency may believe that some projects will not benefit from a full environmental impact report (EIR), and may believe a threshold at some level above zero is needed.

This paper explores the basis and implications of setting no threshold, setting a threshold at zero and two primary approaches for those who may choose to consider a non-zero threshold. The first approach is grounded in statute (AB 32) and executive order (EO S-3-05) and explores four possible options under this scenario. The options under this approach are variations of ways to achieve the 2020 goals of AB 32 from new development, which is estimated to be about a 30 percent reduction from business as usual.

The second approach explores a tiered threshold option. Within this option, seven variations are discussed. The concepts explored here offer both quantitative and qualitative approaches to setting a threshold as well as different metrics by which tier cut-points can be set. Variations range from setting the first tier cut-point at zero to second-tier cut-points set at defined emission levels or based on the size of a project. It should be noted that some applications of the tiered threshold approach may require inclusion in a General Plan or adoption of enabling regulations or ordinances to render them fully effective and enforceable.

Greenhouse Gas Analytical Methodologies

The white paper evaluates various analytical methods and modeling tools that can be applied to estimate the greenhouse gas emissions from different project types subject to CEQA. In addition, the suitability of the methods and tools to characterize accurately a project's emissions is discussed and the paper provides recommendations for the most appropriate methodologies and tools currently available.

The suggested methodologies are applied to residential, commercial, specific plan and general plan scenarios where GHG emissions are estimated for each example. This chapter also discusses estimating emissions from solid waste facilities, a wastewater treatment plant, construction, and air district rules and plans.

Another methodology, a service population metric, that would measure a project's overall GHG efficiency to determine if a project is more efficient than the existing statewide average for per capita GHG emissions is explored. This methodology may be more directly correlated to a project's ability to help achieve objectives outlined in AB 32, although it relies on establishment of an efficiency-based significance threshold. The subcommittee believes this methodology may eventually be appropriate to evaluate the long-term GHG emissions from a project in the context of meeting AB 32 goals. However, this methodology will need further work and is not considered viable for the interim guidance presented in this white paper.

Greenhouse Gas Mitigation Measures

Common practice in environmental protection is first to avoid, then to minimize, and finally to compensate for impacts. When an impact cannot be mitigated on-site, off-site mitigation can be effectively implemented in several resource areas, either in the form of offsetting the same impact or preserving the resource elsewhere in the region.

This white paper describes and evaluates currently available mitigation measures based on their economic, technological and logistical feasibility, and emission reduction effectiveness. The potential for secondary impacts to air quality are also identified for each measure. A summary of current rules and regulations affecting greenhouse gas emissions and climate change is also provided.

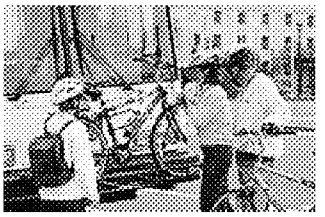

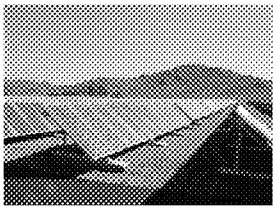

Reductions from transportation related measures (e.g., bicycle, pedestrian, transit, and parking) are explored as a single comprehensive approach to land use. Design measures that focus on enhancing alternative transportation are discussed. Mitigation measures are identified for transportation, land use/building design, mixed-use development, energy efficiency, education/social awareness and construction.

Purpose

CEQA requires the avoidance or mitigation of significant adverse environmental impacts where there are feasible alternatives available. The contribution of GHG to climate change has been documented in the scientific community. The California Global Warming Solutions Act of 2006 (AB 32) mandates significant reductions in greenhouse gases (GHG); passage of that law has highlighted the need to consider the impacts of GHG emissions from projects that fall under the jurisdiction of the California Environmental Quality Act (CEQA). Because we have only recently come to fully recognize the potential for significant environmental impacts from GHG, most public agencies have not yet established policies and procedures to consider them under CEQA. As a result, there is great need for information and other resources to assist public agencies as they develop their programs.

Air districts have historically provided guidance to local governments on the evaluation of air pollutants under CEQA. As local concern about climate change and GHG has increased, local governments have requested guidance on incorporating analysis of these impacts into local CEQA review. The California Air Pollution Control Officers Association (CAPCOA), in coordination with the CARB, the Governor's Office of Planning and Research (OPR) and two environmental consulting firms, has harnessed the collective expertise to evaluate approaches to analyzing GHG in CEQA. The purpose of this white paper is to provide a common platform of information and tools to address climate change in CEQA analyses, including the evaluation and mitigation of GHG emissions from proposed projects and identifying significance threshold options.

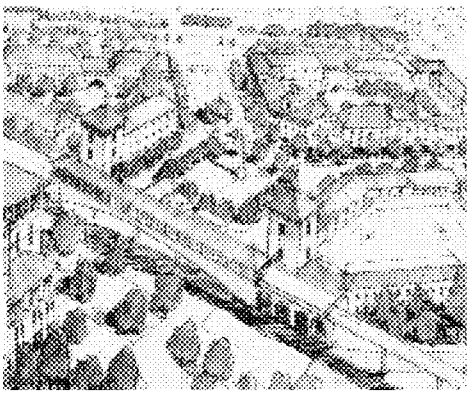

CEQA requires public agencies to ensure that potentially significant adverse environmental effects of discretionary projects are fully characterized, and avoided or mitigated where there are feasible alternatives to do so. Lead agencies have struggled with how best to identify and characterize the magnitude of the adverse effects that individual projects have on the global-scale phenomenon of climate change, even more so since Governor Schwarzenegger signed Executive Order S-3-05 and the state Legislature enacted The Global Warming Solutions Act of 2006 (AB 32). There is now a resounding call to establish procedures to analyze and mitigate greenhouse gas (GHG) emissions. The lack of established thresholds does not relieve lead agencies of their responsibility to analyze and mitigate significant impacts, so many of these agencies are seeking guidance from state and local air quality agencies. This white paper addresses issues inherent in establishing CEQA thresholds, evaluates tools, catalogues mitigation measures and provides air districts and lead agencies with options for incorporating climate change into their programs.

Background

National and International Efforts

International and Federal legislation have been enacted to deal with climate change issues. The Montreal Protocol was originally signed in 1987 and substantially amended in 1990 and 1992. In 1988, the United Nations and the World Meteorological Organization established the IPCC to assess the scientific, technical and socioeconomic information relevant to understanding the scientific basis of risk of human-induced climate change, its potential impacts, and options for adaptation and mitigation. The most recent reports of the IPCC have emphasized the scientific consensus around the evidence that real and measurable changes to the climate are occurring, that they are caused by human activity, and that significant adverse impacts on the environment, the economy, and human health and welfare are unavoidable.

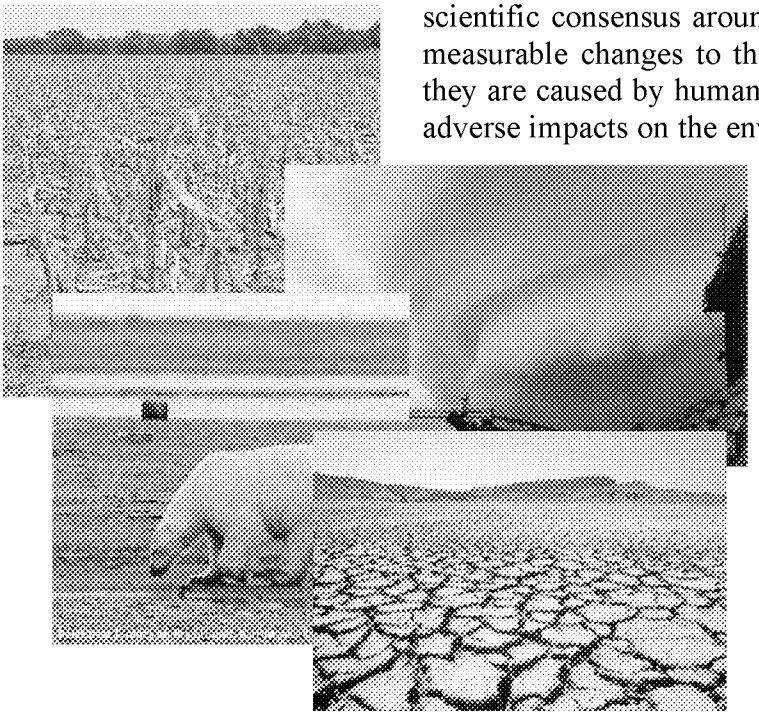

In October 1993, President Clinton announced his Climate Change Action Plan, which had a goal to return greenhouse gas emissions to 1990 levels by the year 2000. This was to be accomplished through 50 initiatives that relied on innovative voluntary partnerships between the private sector and government aimed at producing cost-effective reductions in greenhouse gas emissions. On March 21, 1994, the United States joined a number of countries around the world in signing the United Nations Framework Convention on Climate Change (UNFCCC). Under the Convention, governments agreed to gather and share information on greenhouse gas emissions, national policies, and best practices; launch national strategies for addressing greenhouse gas emissions and adapting to expected impacts, including the provision of financial and technological support to developing countries; and cooperate in preparing for adaptation to the impacts of climate change.

These efforts have been largely policy oriented. In addition to the national and international efforts described above, many local jurisdictions have adopted climate change policies and programs. However, thus far little has been done to assess the significance of the affects new development projects may have on climate change.

Executive Order S-3-05

On June 1, 2005, Governor Schwarzenegger issued Executive Order S-3-05 (S-3-05). It included the following GHG emission reduction targets: by 2010, reduce GHG emissions to 2000 levels; by 2020, reduce GHG emissions to 1990 levels; by 2050, reduce GHG emissions to 80 percent below 1990 levels. To meet the targets, the Governor directed the Secretary of the California Environmental Protection Agency to coordinate with the Secretary of the Business, Transportation and Housing Agency, Secretary of the Department of Food and Agriculture, Secretary of the Resources Agency, Chairperson of the CARB, Chairperson of the Energy Commission and President of the Public Utilities Commission on development of a Climate Action Plan.

The Secretary of CalEPA leads a Climate Action Team (CAT) made up of representatives from the agencies listed above to implement global warming emission reduction programs identified in the Climate Action Plan and report on the progress made toward meeting the statewide greenhouse gas targets that were established in the Executive Order.

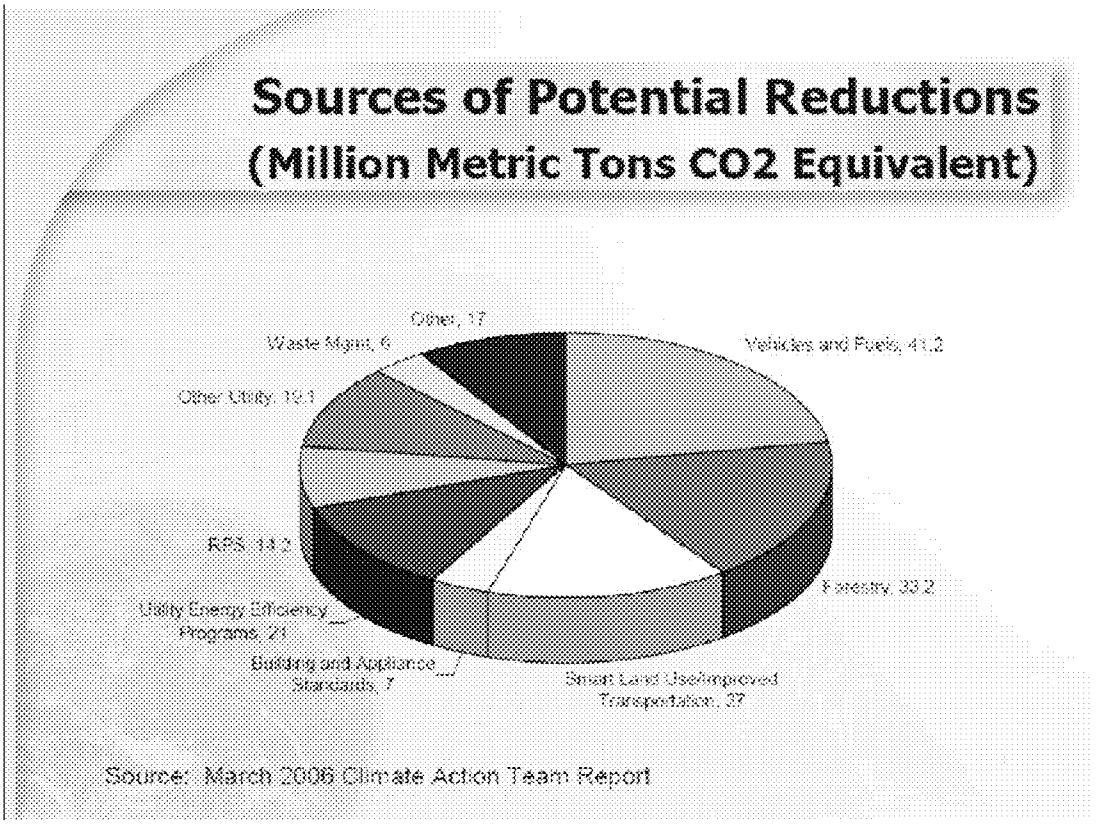

SOURCE: ARB 2007

In accord with the requirements of the Executive Order, the first report to the Governor and the Legislature was released in March 2006 and will be issued bi-annually thereafter. The CAT Report to the Governor contains recommendations and strategies to help ensure the targets in Executive Order S-3-05 are met.

California Global Warming Solutions Act of 2006 (AB 32)

In 2006, the California State Legislature adopted the California Global Warming Solutions Act of 2006. AB 32 establishes a cap on statewide greenhouse gas emissions and sets forth the regulatory framework to achieve the corresponding reduction in statewide emissions levels. AB 32 charges the California Air Resources Board (CARB), the state agency charged with regulating statewide air quality, with implementation of the act. Under AB 32, greenhouse gases are defined as: carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride.

The regulatory steps laid out in AB 32 require CARB to: adopt early action measures to reduce GHGs; to establish a statewide greenhouse gas emissions cap for 2020 based on 1990 emissions; to adopt mandatory reporting rules for significant source of greenhouse gases; and to adopt a scoping plan indicating how emission reductions will be achieved via regulations, market mechanisms and other actions; and to adopt the regulations needed to achieve the maximum technologically feasible and cost-effective reductions in greenhouse gases.

AB 32 requires that by January 1, 2008, the State Board shall determine what the statewide greenhouse gas emissions inventory was in 1990, and approve a statewide greenhouse gas emissions limit that is equivalent to that level, to be achieved by 2020. While the level of 1990 GHG emissions has not yet been approved, CARB's most recent emission inventory indicates that California had annual emissions of 436 million metric tons of carbon dioxide equivalent (MMT CO_2e) in 1990 and 497 MMT CO_2e in 2004.

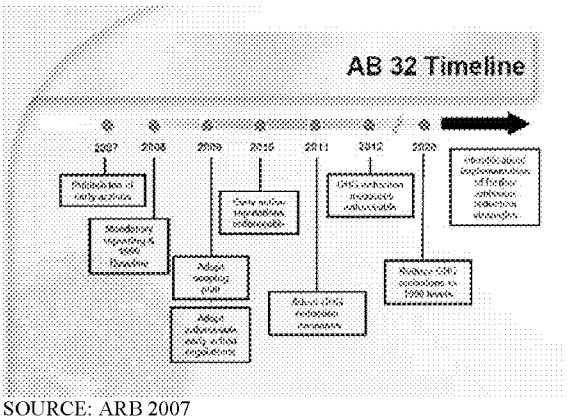

SOURCE: ARB 2007

The regulatory timeline laid out in AB 32 requires that by July 1, 2007, CARB adopt a list of discrete early action measures, or regulations, to be adopted and implemented by January 1, 2010. These actions will form part of the State's comprehensive plan for achieving greenhouse gas emission reductions. In June 2007, CARB adopted three discrete early action measures. These three new proposed regulations meet the definition of "discrete early action greenhouse gas reduction measures," which include the following: a low carbon fuel standard; reduction of HFC-134a emissions from non-professional servicing of motor vehicle air conditioning systems; and improved landfill methane capture. CARB estimates that by 2020, the reductions from those three discrete early action measures would be approximately 13-26 MMT CO_2e.

CARB evaluated over 100 possible measures identified by the CAT for inclusion in the list of discrete early action measures. On October 25, 2007 CARB gave final approval to the list of Early Action Measures, which includes nine discrete measures and 35

additional measures, all of which are to be enforceable by January 1, 2010. AB 32 requires that by January 1, 2009, CARB adopt a scoping plan indicating how emission reductions will be achieved via regulations, market mechanisms and other actions.

Senate Bill 97

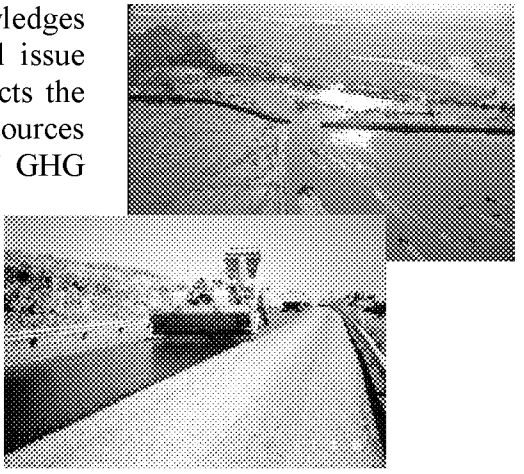

Senate Bill (SB) 97, signed in August 2007, acknowledges that climate change is an important environmental issue that requires analysis under CEQA. This bill directs the OPR to prepare, develop, and transmit to the Resources Agency guidelines for the feasible mitigation of GHG emissions or the effects of GHG emissions, by July 1, 2009. The Resources Agency is required to certify or adopt those guidelines by January 1, 2010. This bill also protects projects funded by the Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act of 2006, or the Disaster Preparedness and Flood Protection Bond Act of 2006 (Proposition 1B or 1E) from claims of inadequate analysis of GHG as a legitimate cause of action. This latter provision will be repealed on January 1, 2010. Thus, this "protection" is highly limited to a handful of projects and for a short time period.

The Role of Air Districts in the CEQA Process

Air districts assume one of three roles in the CEQA process. They may be lead agencies when they are adopting regulations and air quality plans. In some instances, they can also be a lead agency when approving permits to construct or operate for applicants subject to district rules. However, in many cases where an air district permit is involved, another agency has broader permitting authority over the project and assumes the role of lead agency. In these situations, the air district becomes what is referred to as a responsible agency under CEQA. When CEQA documents are prepared for projects that do not involve discretionary approval of a district regulation, plan or permit, the air district may assume the role of a concerned or commenting agency. In this role, it is typical for air districts to comment on CEQA documents where there may be air quality-related adverse impacts, such as projects that may create significant contributions to existing violations of ambient standards, cause a violation of an ambient standard or create an exposure to toxic air contaminants or odors. In some cases, the air district may also act in an "advisory" capacity to a lead agency early on in its review of an application for a proposed development project.

A few air districts in California began developing significance thresholds for use in CEQA analyses in the late 1980's and early 1990's. By the mid-1990's most air districts had developed CEQA thresholds for air quality analyses. Many of the districts have included in their guidance the analysis of rule development and permits that may be subject to CEQA.

What is Not Addressed in this Paper

Impacts of Climate Change to a Project

The focus of this paper is addressing adverse impacts to climate change and the ability to meet statewide GHG reduction goals caused by proposed new land development projects. CEQA also requires an assessment of significant adverse impacts a project might cause by bringing development and people into an area affected by climate change (CEQA Guidelines §15126.2). For example, an area that experiences higher average temperatures due to climate change may expose new development to more frequent exceedances and higher levels of ozone concentrations. Alternatively, a rise in sea level brought on by climate change may inundate new development locating in a low-lying area. The methodologies, mitigation and threshold approaches discussed in this paper do not specifically address the potential adverse impacts resulting from climate change that may affect a project.

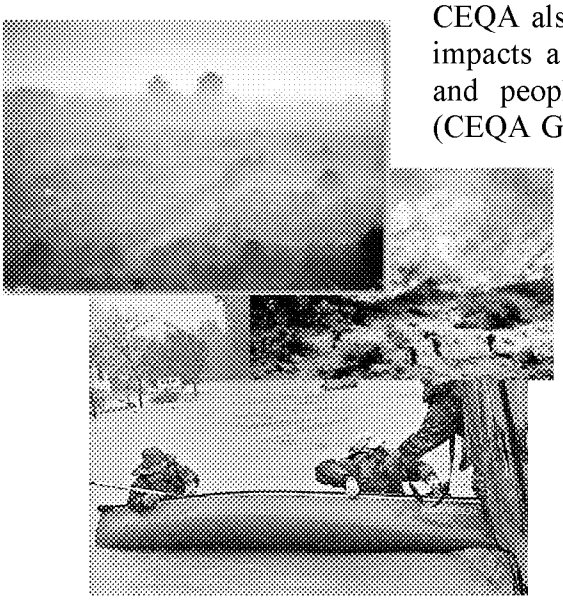

Impacts from Construction Activity

Although construction activity has been addressed in the analytical methodologies and mitigation chapters, this paper does not discuss whether any of the threshold approaches adequately addresses impacts from construction activity. More study is needed to make this assessment or to develop separate thresholds for construction activity. The focus of this paper is the long-term adverse operational impacts of land use development.

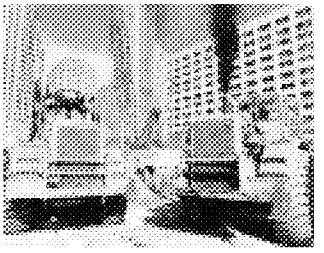

Introduction

Any analysis of environmental impacts under CEQA includes an assessment of the nature and extent of each impact expected to result from the project to determine whether the impact will be treated as significant or less than significant. CEQA gives lead agencies discretion whether to classify a particular environmental impact as significant. "The determination of whether a project may have a significant effect on the environment calls for careful judgment on the part of the public agency involved," ref: CEQA Guidelines §15064(b) ("Guidelines"). Ultimately, formulation of a standard of significance requires the lead agency to make a policy judgment about where the line should be drawn distinguishing adverse impacts it considers significant from those that are not deemed significant. This judgment must, however, be based on scientific information and other factual data to the extent possible (Guidelines §15064(b)).

CEQA does not require that agencies establish thresholds of significance. Guidelines §15064.7(a) encourages each public agency "…to develop and publish thresholds of significance that the agency uses in the determination of the significance of environmental effects. A threshold of significance is an identifiable quantitative, qualitative or performance level of a particular environmental effect, non-compliance with which means the effect will normally be determined to be significant by the agency and compliance with which normally means the effect will be determined to be less than significant."

Once such thresholds are established, an impact that complies with the applicable threshold will "normally" be found insignificant and an impact that does not comply with the applicable threshold will "normally" be found significant.

Additionally, Guidelines §15064.7(b) requires that if thresholds of significance are adopted for general use as part of the lead agency's environmental review process they must be adopted by ordinance, resolution, rule or regulation, and developed through a public review process and be supported by substantial evidence.

While many public agencies adopt regulatory standards as thresholds, the standards do not substitute for a public agency's use of careful judgment in determining significance. They also do not replace the legal standard for significance (i.e., if there is a fair argument, based on substantial evidence in light of the whole record that the project may have a significant effect, the effect should be considered significant) (Guidelines §15064(f)(1). Also see *Communities for a Better Environment v. California Resource Agency* 103 Cal. App. 4th 98 (2002)). In other words, the adoption of a regulatory standard does not create an irrebuttable presumption that impacts below the regulatory standard are less than significant.

Summary of CEQA Thresholds at Air Districts

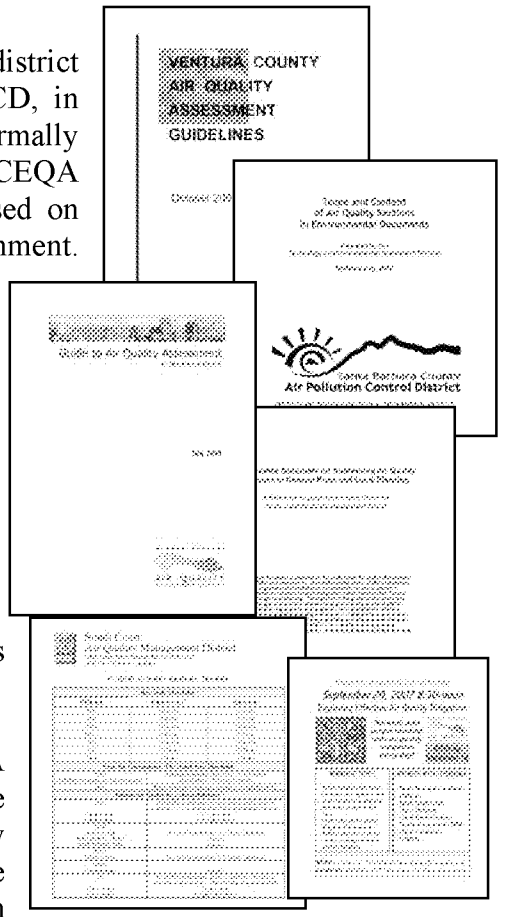

This section briefly summarizes the evolution of air district CEQA significance thresholds. Ventura County APCD, in 1980, was the first air district in California that formally adopted CEQA significance thresholds. Their first CEQA assessment document contained impact thresholds based on project type: residential, nonresidential, and government. Then, as now, the District's primary CEQA thresholds applied only to ROG and NO_x. The 1980 Guidelines did not address other air pollutants.

Santa Barbara County APCD and the Bay Area AQMD adopted thresholds in 1985. The South Coast AQMD recommended regional air quality thresholds in 1987 for CO, SO_2, NO_2, particulates, ROG, and lead. Most of the other California air districts adopted CEQA guidance and thresholds during the 1990's. Air districts have updated their thresholds and guidelines several times since they were first published.

Originally, most districts that established CEQA thresholds focused on criteria pollutants for which the district was nonattainment and the thresholds only addressed project level impacts. Updates during the 1990's began to add additional air quality impacts such as odors, toxic air contaminants and construction. Several air districts also developed thresholds for General Plans that relied on an assessment of the plan consistency with the district's air quality plans. A consistency analysis involves comparing the project's land use to that of the general plan and the population and employment increase to the forecasts underlying the assumptions used to develop the air quality plan.

Most air district thresholds for CEQA are based on the threshold for review under the New Source Review (NSR). The NSR threshold level is set by district rule and is different depending on the nonattainment classification of the air district. Areas with a less severe classification have a higher NSR trigger level while the most polluted areas have the lowest NSR trigger level. Some districts, such as Ventura County APCD, have significantly lower CEQA thresholds that are not tied to the NSR requirements. In Ventura, one set of CEQA thresholds is 25 pounds per day for all regions of Ventura County, except the Ojai Valley. The second set of CEQA thresholds was set at 5 pounds per day for the Ojai Valley.

The Sacramento Metropolitan AQMD bases its thresholds for ozone precursors on the projected land use share of emission reductions needed for attainment. The emission reductions needed to reach attainment are based on commitments made in the state implementation plan (SIP) prepared for the federal clean air act.

CEQA Considerations in Setting Thresholds

Public agencies use significance thresholds to disclose to their constituents how they plan on evaluating and characterizing the severity of various environmental impacts that could be associated with discretionary projects that they review. Significance thresholds are also used to help identify the level of mitigation needed to reduce a potentially significant impact to a less than significant level and to determine what type of an environmental document should be prepared for a project; primarily a negative declaration, mitigated negative declaration or an environmental impact report.

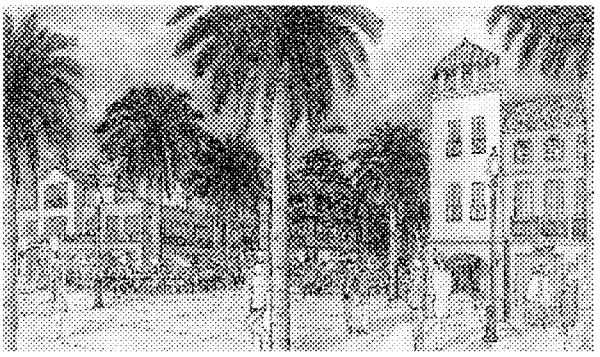

While public agencies are not required to develop significance thresholds, if they decide to develop them, they are required to adopt them by ordinance, resolution, rule or regulation through a public process. A lead agency is not restrained from adopting any significance threshold it sees as appropriate, as long as it is based on substantial evidence. CEQA Guidelines §15064.7 encourages public agencies to develop and publish significance thresholds that are identifiable, quantitative, qualitative or performance level that the agency uses in the determination of the significance of environmental effects. The courts have ruled that a "threshold of significance" for a given environmental effect is simply that level at which the lead agency finds the effects of the project to be significant.

Before an agency determines its course with regard to climate change and CEQA, it must be made clear that a threshold, or the absence of one, will not relieve a lead agency from having to prepare an EIR or legal challenges to the adequacy of an analysis leading to a conclusion, or lack of a conclusion, of significance under CEQA. CEQA has generally favored the preparation of an EIR where there is any substantial evidence to support a fair argument that a significant adverse environmental impact may occur due to a proposed project. This paper explores three alternative approaches to thresholds, including a no threshold option, a zero threshold option and a non-zero threshold option.

Fair Argument Considerations

Under the CEQA fair argument standard, an EIR must be prepared whenever it can be fairly argued, based on substantial evidence in the administrative record, that a project may have a significant adverse effect on the environment. "Substantial evidence" comprises "enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached." (Guidelines §15384) This means that if factual information is presented to the public agency that there is a reasonable possibility the project could have

a significant effect on the environment, an EIR is required even if the public agency has information to the contrary (Guidelines §15064 (f)).

The courts have held that the fair argument standard "establishes a low threshold for initial preparation of an EIR, which reflects a preference for resolving doubts in favor of environmental review." (*Santa Teresa Citizen Action Group v. City of San Jose* [2003] 114 Cal.App.4th 689) Although the determination of whether a fair argument exists is made by the public agency, that determination is subject to judicial scrutiny when challenged in litigation. When the question is whether an EIR should have been prepared, the court will review the administrative record for factual evidence supporting a fair argument.

The fair argument standard essentially empowers project opponents to force preparation of an EIR by introducing factual evidence into the record that asserts that the project may have a significant effect on the environment. This evidence does not need to be conclusive regarding the potential significant effect.

In 1998, the Resources Agency amended the State CEQA Guidelines to encourage the use of thresholds of significance. Guidelines §15064 (h) provided that when a project's impacts did not exceed adopted standards, the impacts were to be considered less than significant. The section went on to describe the types of adopted standards that were to be considered thresholds. Guidelines § 15064.7 provided that agencies may adopt thresholds of significance to guide their determinations of significance. Both of these sections were challenged when environmental groups sued the Resources Agency in 2000 over the amendments. The trial court concluded that §15064.7 was proper, if it was applied in the context of the fair argument standard.

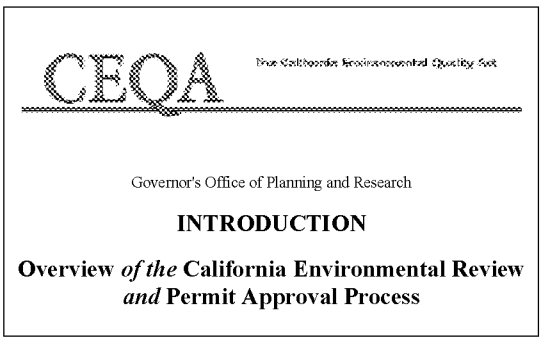

At the appellate court level, §15064(h) was invalidated. [2] Establishing a presumption that meeting an adopted standard would avoid significant impacts was "inconsistent with controlling CEQA law governing the fair argument approach." The Court of Appeal explained that requiring agencies to comply with a regulatory standard "relieves the agency of a duty it would have under the fair argument approach to look at evidence beyond the regulatory standard, or in contravention of the standard, in deciding whether an EIR must be prepared. Under the fair argument approach, any substantial evidence supporting a fair argument that a project may have a significant environmental effect would trigger the preparation of an EIR." (*Communities for a Better Environment v. California Resources Agency* [2002] 103 Cal.App.4th 98)

[2] Prior §15064(h) has been removed from the State CEQA Guidelines. Current §15064(h) discusses cumulative impacts.

In summary, CEQA law does not require a lead agency to establish significance thresholds for GHG. CEQA guidelines encourage the development of thresholds, but the absence of an adopted threshold does not relieve the agency from the obligation to determine significance.

Defensibility of CEQA Analyses

The basic purposes of CEQA, as set out in the State CEQA Guidelines, include: (1) informing decision makers and the public about the significant environmental effects of proposed projects; (2) identifying ways to reduce or avoid those impacts; (3) requiring the implementation of feasible mitigation measures or alternatives that would reduce or avoid those impacts; and (4) requiring public agencies to disclose their reasons for approving any project that would have significant and unavoidable impacts (Guidelines §15002). CEQA is enforced through civil litigation over procedure (i.e., did the public agency follow the correct CEQA procedures?) and adequacy (i.e., has the potential for impacts been disclosed, analyzed, and mitigated to the extent feasible?).

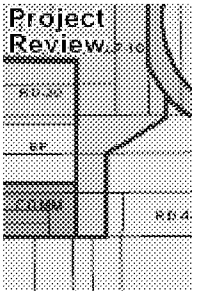

The California Supreme Court has held that CEQA is "to be interpreted in such manner as to afford the fullest possible protection to the environment within the reasonable scope of the statutory language." (*Friends of Mammoth v. Board of Supervisors* [1972] 8 Cal.3d 247, 259) Within that context, the role of the courts is to weigh the facts in each case and apply their judgment. Although the court may rule on the adequacy of the CEQA work, the court is not empowered to act in the place of the public agency to approve or deny the project for which the CEQA document was prepared. Further, the court's review is limited to the evidence contained in the administrative record that was before the public agency when it acted on the project.

Putting aside the issue of CEQA procedure, the defensibility of a CEQA analysis rests on the following concerns:

- whether the public agency has sufficiently analyzed the environmental consequences to enable decision makers to make an intelligent decision;
- whether the conclusions of the public agency are supported by substantial evidence in the administrative record; and
- whether the agency has made a good faith effort at the full disclosure of significant effects.

CEQA analyses need not be perfect or exhaustive -- the depth and breadth of the analysis is limited to what is "reasonably feasible." (Guidelines §15151) At the same time, the analysis "must include detail sufficient to enable those who did not participate in its preparation to understand and to consider meaningfully the issues raised by the proposed

project." (Laurel Heights Improvement Assn. v. Regents of University of California (1988) 47 Cal.3d 376)

By itself, establishment of a GHG threshold will not insulate individual CEQA analyses from challenge. Defensibility depends upon the adequacy of the analysis prepared by the lead agency and the process followed. However, the threshold can help to define the boundaries of what is a reasonable analysis by establishing when an analysis will be required and the basic scope of that analysis. The threshold would attempt to define the point at which an analysis will be required and when a level of impact becomes significant, requiring preparation of an EIR. If the threshold includes recommendations for the method or methods of analysis, it can establish the minimum level of analysis to address this issue.

Considerations in Setting Thresholds for Stationary Source Projects

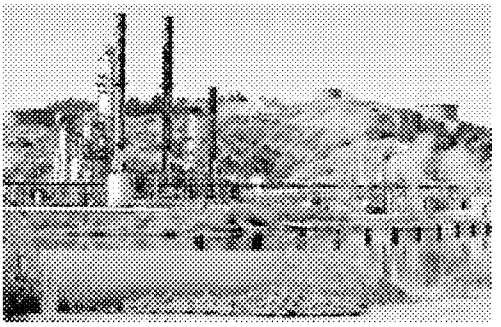

In many respects, the analysis of GHG emissions from stationary sources is much more straightforward than the analysis of land use patterns, forecasted energy consumption, and emissions from mobile sources. The reason is that, for the most part, the latter analyses depend largely on predictive models with myriad inputs and have a wider range of error. Emissions from stationary sources involve a greater reliance on mass and energy balance calculations and direct measurements of emissions from the same or similar sources. Energy demand is more directly tied to production, and even associated mobile source emissions will likely fall within narrower predictive windows.

Implementing CEQA Without a Threshold

A lead agency is not required to establish significance thresholds for GHG emissions from stationary sources. The lead agency may find that it needs more information or experience evaluating GHG from these types of projects to determine an appropriate significance threshold. As with other project types, the lead agency could conduct a project specific analysis to determine whether an environmental impact report is needed and to determine the level of mitigation that is appropriate. The agency might also rely on thresholds established for criteria pollutants as a screening method, and analyze GHG emissions (and require mitigation) from projects with emissions above the criteria pollutant thresholds. Over time, the agency could amass information and experience with specific project categories that would support establishing explicit thresholds. The lead agency may also choose to base local CEQA thresholds on state guidelines or on the category-specific reduction targets established by ARB in its scoping plan for implementing AB32. Resource constraints and other considerations associated with implementing CEQA without GHG thresholds for stationary sources would be similar to those outlined for other types of projects (see Chapter 5 – No Threshold Option).

Implementing CEQA with Threshold of Zero

A lead agency may find that any increase in GHG emissions is potentially significant under CEQA. The resources and other considerations for implementing a threshold of zero for stationary sources are the same as those outlined for other types of projects (see Chapter 6 – Zero Threshold Option).

Implementing CEQA with a Non-Zero Threshold

A lead agency may identify one or more non-zero thresholds for significance of emissions of GHG from stationary sources. The agency could elect to rely on existing thresholds for reviewing new or modified stationary sources of GHG, if the state or local air district has established any. The agency could also apply the threshold(s) established for non-stationary sources to GHG emissions from stationary sources. Significance thresholds could also be established by ordinance, rule, or policy for a given category of stationary sources; this approach is especially conducive to a tiered threshold approach. For example, the agency could establish significance and mitigation tiers for stationary compression-ignition diesel-fueled generators. Under such an approach, the project proponent could be first required to use a lower GHG-emitting power source if feasible, and if not, to apply mitigation based on the size of the generator and other defined considerations, such as hours of operation. Certain classes of generators could be found to be insignificant under CEQA (e.g., those used for emergency stand-by power only, with a limit on the annual hours of use). As with non-stationary projects, the goal of establishing non-zero thresholds is to maximize environmental protection, while minimizing resources used. Resource and other considerations outlined for non-stationary projects are applicable here (see Chapter 7 – Non-Zero Threshold Options).

Implementing CEQA with Different Thresholds for Stationary and Non-stationary Projects

Although a lead agency may apply the same thresholds to stationary and non-stationary projects, it is not required to do so. There are, in fact, some important distinctions between the two types of projects that could support applying different thresholds. The lead agency should consider the methods used to estimate emissions. Are the estimates a "best/worst reasonable scenario" or are they based on theoretical maximum operation? How accurate are the estimates (are they based on models, simulations, emission factors, source test data, manufacturer specifications, etc.)? To what extent could emissions be reduced through regulations after the project is constructed if they were found to be greater than originally expected (i.e., is it possible to retrofit emissions control technology onto the source(s) of GHG at a later date, how long is the expected project life, etc.)? Are there emission limits or emissions control regulations (such as New Source Review) that provide certainty that emissions will be mitigated? Generally, stationary source emissions are based on maximum emissions (theoretical or allowed under law or regulation), are more accurate, and are more amenable to retrofit at a later time than non-stationary source emissions. It is also more likely that category specific

rules or some form of NSR will apply to stationary sources than non-stationary projects. Notwithstanding, it is almost always more effective and cost-efficient to apply emission reduction technology at the design phase of a project. There are, therefore, a number of considerations that need to be evaluated and weighed before establishing thresholds – and which may support different thresholds for stationary and non-stationary projects. Furthermore, the considerations may change over time as new regulations are established and as emissions estimation techniques and control technology evolves.

Direct GHG Emissions from Stationary Sources

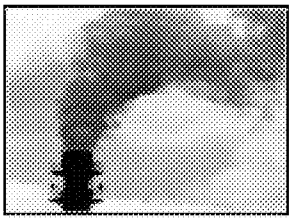

The main focus of this paper has been the consideration of projects that do not, in the main, involve stationary sources of air pollution, because stationary source projects are generally a smaller percentage of the projects seen by most local land use agencies. That said, some discussion of stationary sources is warranted. As the broader program for regulating GHG from these sources is developed, the strategies for addressing them under CEQA will likely become more refined.

The primary focus of analysis of stationary source emissions has traditionally been those pollutants that are directly emitted by the source, whether through a stack or as fugitive releases (such as leaks). CAPCOA conducted a simplified analysis of permitting activity to estimate the number of stationary source projects with potentially significant emissions of greenhouse gases that might be seen over the course of a year. This analysis looked only at stationary combustion sources (such as boilers and generators), and only considered direct emissions. A lead agency under CEQA may see a different profile of projects than the data provided here suggest, depending on what other resources are affected by projects. In addition, air districts review like-kind replacements of equipment to ensure the new equipment meets current standards, but such actions might not constitute a project for many land use agencies or other media regulators. The data does provide a useful benchmark, however, for lead agencies to assess the order of magnitude of potential stationary source projects. A similar analysis is included for non-stationary projects in Chapter 7.

Table 1: Analysis of GHG Emissions from Stationary Combustion Equipment Permits[3]

	BAAQMD	SMAQMD	SJVUAPCD	SCAQMD
Total Applications for Year	1499	778	1535	1179
Affected at threshold of:				
900 metric tons/year	26	43	63	108
10,000 metric tons/year	7	5	26	8
25,000 metric tons/year	3	1	11	4

[3] District data varies based on specific local regulations and methodologies.

Emissions from Energy Use

In addition to the direct emissions of GHG from stationary projects, CEQA will likely need to consider the project's projected energy use. This could include an analysis of opportunities for energy efficiency, onsite clean power generation (e.g., heat/energy recovery, co-generation, geothermal, solar, or wind), and the use of dedicated power contracts as compared to the portfolio of generally available power. In some industries, water use and conservation may provide substantial GHG emissions reductions, so the CEQA analysis should consider alternatives that reduce water consumption and wastewater discharge. The stationary project may also have the opportunity to use raw or feedstock materials that have a smaller GHG footprint; material substitution should be evaluated where information is available to do so.

Emissions from Associated Mobile Sources

The stationary project will also include emissions from associated mobile sources. These will include three basic components: emissions from employee trips, emissions from delivery of raw or feedstock materials, and emissions from product transport. Employee trips can be evaluated using trip estimation as is done for non-stationary projects, and mitigations would include such measures as providing access to and incentives for use of public transportation, accessibility for bicycle and pedestrian modes of transport, employer supported car or vanpools (including policies such as guaranteed rides home, etc). Upstream and downstream emissions related to goods movement can also be estimated with available models. The evaluation will need to determine the extent of the transport chain that should be included (to ensure that all emissions in the chain have been evaluated and mitigated, but to avoid double counting). Mitigations could include direct actions by operators who own their own fleet, or could be implemented through contractual arrangements with independent carriers; again, the evaluation will need to consider how far up and down the chain mitigation is feasible and can be reasonably required.

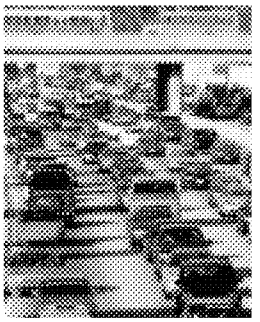

Comparing Emissions Changes Across Pollutant Categories

The potential exists for certain GHG reduction measures to increase emissions of criteria and toxic pollutants known to cause or aggravate respiratory, cardiovascular, and other health problems. For instance, GHG reduction efforts such as alternative fuels and methane digesters may create significant levels of increased pollutants that are detrimental to the health of the nearby population (e.g.; particulate matter, ozone precursors, toxic air contaminants). Such considerations should be included in any CEQA analysis of a project's environmental impacts. While there are many win-win

strategies that can reduce both GHG and criteria/toxic pollutant emissions, when faced with situations that involve tradeoffs between the two, the more immediate public health concerns that may arise from an increase in criteria or toxic pollutant emissions should take precedence. GHG emission reductions could be achieved offsite through other mitigation programs.

Introduction

Under state law, it is the purview of each lead agency to determine what, if any, significance thresholds will be established to guide its review of projects under CEQA. While the state does provide guidelines for implementing CEQA, the guidelines have left the decision of whether to establish thresholds (and if so, at what level) to individual lead agencies. Frequently, lead agencies consult with resource-specific agencies (such as air districts) for assistance in determining what constitutes a significant impact on that specific resource.

With the passage of AB 32, the ARB has broad authority to regulate GHG emissions as necessary to meet the emission reduction goals of the statute. This may include authority to establish emission reduction requirements for new land use projects, and may also enable them to recommend statewide thresholds for GHG under CEQA.

In developing this white paper, CAPCOA recognizes that, as the GHG reduction program evolves over time, GHG thresholds and other policies and procedures for CEQA may undergo significant revision, and that uniform statewide thresholds and procedures may be established. This paper is intended to serve as a resource for public agencies until such time that statewide guidance is established, recognizing that decisions will need to be made about GHG emissions from projects before such guidance is available. This paper is not, however, uniform statewide guidance. As stated before, it outlines several possible approaches without endorsing any one over the others.

Some air districts may choose to use this paper to support their establishment of guidance for GHG under CEQA, including thresholds. This paper does not, nor should it be construed to require a district to implement any of the approaches evaluated here. Decisions about whether to provide formal local guidance on CEQA for projects with GHG emissions, including the question of thresholds, will be made by individual district boards.

Each of the 35 air districts operates independently and has its own set of regulations and programs to address the emissions from stationary, area and mobile sources, consistent with state and federal laws, regulations, and guidelines. The independence of the districts allows specific air quality problems to be addressed on a local level. In addition, districts have also established local CEQA thresholds of significance for criteria pollutants – also to address the specific air quality problems relative to that particular district.

The overall goal of air district thresholds is to achieve and maintain health based air quality standards within their respective air basins and to reduce transport of emissions to other air basins. In establishing recommended thresholds, air districts consider the existing emission inventory of criteria pollutants and the amount of emission reductions needed to attain and maintain ambient air quality standards.

However, unlike criteria pollutants where individual districts are characterized by varying levels of pollutant concentrations and source types, greenhouse gases (GHG) and their attendant climate change ramifications are a global problem and, therefore, may suggest a uniform approach to solutions that ensure both progress and equity.

Under SB97, the Office of Planning and Research is directed to prepare, develop, and transmit to the Resources Agency guidelines for the feasible mitigation of GHG emissions or the effects of GHG emissions through CEQA by July 1, 2009. Those guidelines may recommend thresholds. As stated, this paper is intended to provide a common platform of information and tools to support local decision makers until such time that statewide guidance or requirements are promulgated.

Local Ability to Promulgate District-Specific GHG Thresholds

One of the primary reasons behind the creation of air districts in California is the recognition that some regions within the state face more critical air pollution problems than others and, as has often been pointed out – one size does not fit all. For example, a "Serious" federal nonattainment district would need greater emission reductions than a district already in attainment – and, therefore, the more "serious" district would set its criteria pollutant CEQA thresholds of significance much lower than the air district already in attainment.

The action of GHGs is global in nature, rather than local or regional (or even statewide or national). Ultimately there may be a program that is global, or at least national in scope. That said, actions taken by a state, region, or local government can contribute to the solution of the global problem. Local governments are not barred from developing and implementing programs to address GHGs. In the context of California and CEQA, lead agencies have the primary responsibility and authority to determine the significance of a project's impacts.

Further, air districts have primary authority under state law for "control of air pollution from all sources, other than emissions from motor vehicles." (H&SC §40000) The term air contaminant or "air pollutant" is defined extremely broadly, to mean "any discharge, release, or other propagation into the atmosphere" and includes, but is not limited to, soot, carbon, fumes, gases, particulate matter, etc. Greenhouse gases and other global warming pollutants such as black carbon would certainly be included in this definition, just as the U.S. Supreme Court held in Massachusetts v. EPA that greenhouse gases were air pollutants under the federal Clean Air Act. Therefore, air districts have the primary authority to regulate global warming pollutants from nonvehicular sources. AB 32 does not change this result. Although it gives wide responsibility to CARB to regulate greenhouse gases from all sources, including nonvehicular sources, it does not preempt the districts. AB 32 specifically states That "nothing in this division shall limit or expand the existing authority of any district..."(H&SC § 38594). Thus, districts and CARB retain concurrent authority over nonvehicular source greenhouse gas emissions.

Introduction

The CEQA statutes do not require an air district or any lead agency to establish significance thresholds under CEQA for any pollutant. While there are considerations that support the establishment of thresholds (which are discussed in other sections of this document), there is no obligation to do so.

An air district or other lead agency may elect not to establish significance thresholds for a number of reasons. The agency may believe that the global nature of the climate change problem necessitates a statewide or national framework for consideration of environmental impacts. SB 97 directs OPR to develop "guidelines for the mitigation of greenhouse gas emissions or the effects of greenhouse gas emissions by July 1, 2009," and directs the California Resources Agency to certify and adopt the guidelines by June 30, 2010.

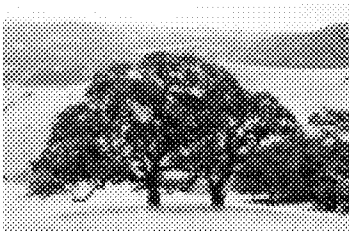

An agency may also believe there is insufficient information to support selecting one specific threshold over another. As described earlier, air districts have historically set CEQA thresholds for air pollutants in the context of the local clean air plan, or (in the case of toxic air pollutants) within the framework of a rule or policy that manages risks and exposures due to toxic pollutants. There is no current framework that would similarly manage impacts of greenhouse gas pollutants, although the CARB is directed to establish one by June 30, 2009, pursuant to AB 32. A local agency may decide to defer any consideration of thresholds until this framework is in place.

Finally, an agency may believe that the significance of a given project should be assessed on a case-by-case basis in the context of the project at the time it comes forward.

Implementing CEQA Without Significance Thresholds for GHG

The absence of a threshold does not in any way relieve agencies of their obligations to address GHG emissions from projects under CEQA. The implications of not having a threshold are different depending on the role the agency has under CEQA – whether it is acting in an advisory capacity, as a responsible agency, or as a lead agency.

Implications of No Thresholds for an Agency Acting in an Advisory Capacity

Air districts typically act in an advisory capacity to local governments in establishing the framework for environmental review of air pollution impacts under CEQA. This may include recommendations regarding significance thresholds, analytical tools to assess emissions and impacts, and mitigations for potentially significant impacts. Although districts will also address some of these issues on a project-specific basis as responsible agencies, they may provide general guidance to local governments on these issues that

are program wide, and these are advisory (unless they have been established by regulation).

An air district that has not established significance thresholds for GHG will not provide guidance to local governments on this issue. This does not prevent the local government from establishing thresholds under its own authority. One possible result of this would be the establishment of different thresholds by cities and counties within the air district. Alternatively, the air district could advise local governments not to set thresholds and those jurisdictions may follow the air district's guidance.

It is important to note here (as has been clearly stated by the Attorney General in comments and filings) that lack of a threshold does *not* mean lack of significance. An agency may argue lack of significance for any project, but that argument would have to be carried forth on a case-by-case, project specific basis. By extension then, a decision not to establish thresholds for GHG is likely to result in a greater workload for responsible and lead agencies as they consider individual projects under CEQA.

Implications of No Thresholds for a Responsible Agency

If there are no established thresholds of significance, the significance of each project will have to be determined during the course of review. The responsible agency (e.g., the air district) will review each project referred by the lead agency. The review may be qualitative or quantitative in nature. A qualitative review would discuss the nature of GHG emissions expected and their potential effect on climate change as the district understands it. It could also include a discussion of the relative merits of alternative scenarios. A quantitative analysis would evaluate, to the extent possible, the expected GHG emissions; it would also need to evaluate their potential effect on climate change and might include corresponding analysis of alternatives. The air district, as a responsible agency, may also identify mitigation measures for the project.

The lack of established thresholds will make the determination of significance more resource intensive for each project. The district may defer to the lead agency to make this determination, however the district may be obligated, as a responsible agency, to evaluate the analysis and determination.

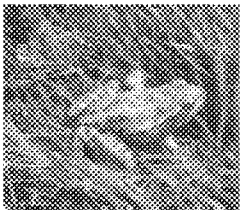

Implications of No Thresholds for a Lead Agency

The main impact of not having significance thresholds will be on the primary evaluation of projects by the lead agency. Without significance thresholds, the agency will have to conduct some level of analysis of every project to determine whether an environmental impact report is needed. There are three fundamental approaches to the case-by-case analysis of significance, including presumptions of significance or insignificance, or no presumption:

1. The agency can begin with a presumption of significance and the analysis would be used to support a case-specific finding of no significance. This is similar to establishing a threshold of zero, except that here, the "threshold" is rebuttable. This approach may result in a large number of projects proceeding to preparation of an environmental impact report. Because of the attendant costs, project proponents may challenge the determination of significance, although formal challenge is less likely than attempts to influence the determination.

2. The agency can begin with a presumption of insignificance, and the analysis would be used to support a case-specific finding of significance. A presumption of insignificance could be based on the perspective that it would be speculative to attempt to identify the significance of GHG emissions from a project relative to climate change on a global scale. This approach might reduce the number of projects proceeding to preparation of environmental impact reports. It is likely to have greater success with smaller projects than larger ones, and a presumption of *insignificance* may be more likely to be challenged by project opponents.

3. It is not necessary for the lead agency to have any presumption either way. The agency could approach each project from a *tabula rasa* perspective, and have the determination of significance more broadly tied to the specific context of the project; this approach is likely to be resource intensive, and creates the greatest uncertainty for project proponents. To the extent that it results in a lead agency approving similar projects based on different determinations of significance for GHG emissions, it may be more vulnerable to challenge from either proponents or opponents of the project. Alternatively, in the absence of either thresholds or presumptions, the lead agency could use each determination of significance to build its approach in the same way that subsequent judgments define the law.

Relevant Citations

The full text of relevant citations is in Appendix A.

Public Resources Code – §21082.2, Significant Effect on Environment; Determination; Environmental Impact Report Preparation.

State CEQA Guidelines – §15064, Determining the Significance of the Environmental Effects Caused by a Project.

Introduction

If an air district or lead agency determines that any degree of project-related increase in GHG emissions would contribute considerably to climate change and therefore would be a significant impact, it could adopt a zero-emission threshold to identify projects that would need to reduce their emissions. A lead agency may determine that a zero-emission threshold is justified even if other experts may disagree. A lead agency is not prevented from adopting any significance threshold it sees as appropriate, as long as it is based on substantial evidence.

If the zero threshold option is chosen, all projects subject to CEQA would be required to quantify and mitigate their GHG emissions, regardless of the size of the project or the availability of GHG reduction measures available to reduce the project's emissions. Projects that could not meet the zero-emission threshold would be required to prepare environmental impact reports to disclose the unmitigable significant impact, and develop the justification for a statement of overriding consideration to be adopted by the lead agency.

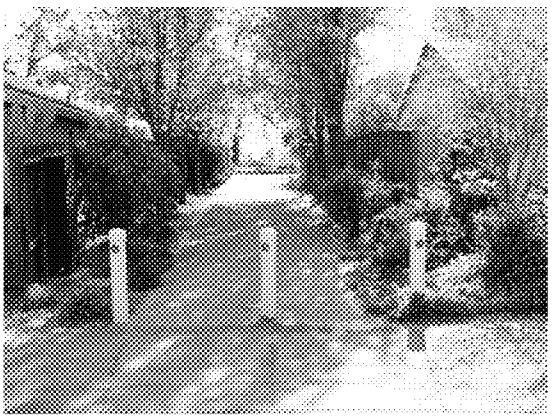

Implementing CEQA With a Zero Threshold for GHG

The scientific community overwhelmingly agrees that the earth's climate is becoming warmer, and that human activity is playing a role in climate change. Unlike other environmental impacts, climate change is a global phenomenon in that all GHG emissions generated throughout the earth contribute to it. Consequently, both large and small GHG generators cause the impact. While it may be true that many GHG sources are individually too small to make any noticeable difference to climate change, it is also true that the countless small sources around the globe combine to produce a very substantial portion of total GHG emissions.

A zero threshold approach is based on a belief that, 1) all GHG emissions contribute to global climate change and could be considered significant, and 2) not controlling emissions from smaller sources would be neglecting a major portion of the GHG inventory.

CEQA explicitly gives lead agencies the authority to choose thresholds of significance. CEQA defers to lead agency discretion when choosing thresholds. Consequently, a zero-emission threshold has merits.

The CEQA review process for evaluating a project's impact on global climate change under the zero threshold option would involve several components. Air quality sections would be written by lead agencies to include discussions on climate change in CEQA documents, GHG emissions would be calculated, and a determination of significance would be made. The local air districts would review and comment on the climate change discussions in environmental documents. Lead agencies may then revise final EIRs to accommodate air district comments. More than likely, mitigation measures will be specified for the project, and a mitigation monitoring program will need to be put in place to ensure that these measures are being implemented.

Since CEQA requires mitigation to a less than significant level, it is conceivable that many projects subjected to a zero threshold could only be deemed less than significant with offsite reductions or the opportunity to purchase greenhouse gas emission reduction credits. GHG emission reduction credits are becoming more readily available however the quality of the credits varies considerably. High quality credits are generated by actions or projects that have clearly demonstrated emission reductions that are real, permanent, verifiable, enforceable, and not otherwise required by law or regulation. When the pre- or post-project emissions are not well quantified or cannot be independently confirmed, they are considered to be of lesser quality. Similarly, if the reductions are temporary in nature, they are also considered to be poor quality. Adoption of a zero threshold should consider the near-term availability and the quality of potential offsets.

There are also environmental justice concerns about the effects of using offsite mitigations or emission reduction credits to offset, or mitigate, the impacts of a new project. Although GHGs are global pollutants, some of them are emitted with co-pollutants that have significant near-source or regional impacts. Any time that increases in emissions at a specific site will be mitigated at a remote location or using emission reduction credits, the agency evaluating the project should ensure that it does not create disproportionate impacts.

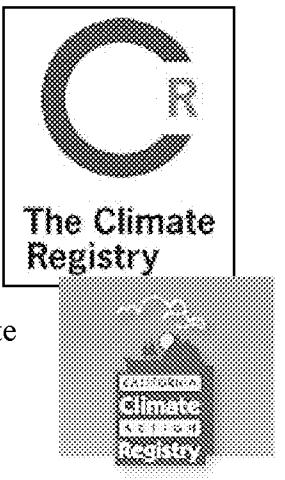

Administrative Considerations

If electing to pursue a zero threshold, an air district or lead agency should consider the administrative costs and the environmental review system capacity. Some projects that previously would have qualified for an exemption could require further substantial analysis, including preparation of a Negative Declaration (ND), a Mitigated Negative Declaration (MND) or an EIR. Moreover, the trade-offs between the volume of projects requiring review and the quality of consideration given to reviews should be considered. It may also be useful to consider whether meaningful mitigation can be achieved from smaller projects.

Consideration of Exemptions from CEQA

A practical concern about identifying GHG emissions as a broad cumulative impact is whether the zero threshold option will preclude a lead agency from approving a large set of otherwise qualified projects utilizing a Categorical Exemption, ND, or MND. The results could be a substantial increase in the number of EIR's. This is a valid and challenging concern, particularly for any threshold approach that is based on a zero threshold for net GHG emission increases.

CEQA has specified exceptions to the use of a categorical exception. Specifically, CEQA Guidelines §15300.2 includes the following exceptions:

"(b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant."

(c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances."

These CEQA Guidelines sections could be argued to mean that any net increase in GHG emissions would preclude the use of a categorical exemption. However, as described below, if the following can be shown, then the exceptions above could be argued not to apply:

(1) Cumulative local, regional and/or state GHG emissions are being reduced or will be reduced by adopted, funded, and feasible measures in order to meet broader state targets.

(2) Mandatory state or local GHG reduction measures would apply to the project's emissions such that broader GHG reduction goals would still be met and the project contributions would not be cumulatively considerable.

(3) Project GHG emissions are below an adopted significance threshold designed to take into account the cumulative nature of GHG emissions.

A similar argument could be made relative to the use of a ND (provided no additional mitigation (beyond existing mandates) is required to control GHG emissions) and to the use of a MND instead of an EIR. However, due to the "fair argument" standard, which is discussed in Chapter 3, caution is recommended in use of a ND or MND unless all three elements above can be fully supported through substantial evidence and there is no substantial evidence to the contrary. Establishing a significance threshold of zero is likely to preclude the use of a categorical exemption.

Relevant Citations

The full text of relevant citations is in Appendix A.

Public Resources Code – §21004, Mitigating or Avoiding a Significant Effect; Powers of Public Agency.

State CEQA Guidelines – §15064, Determining the Significance of the Environmental Effects Caused by a Project.

State CEQA Guidelines – §15130, Discussion of Cumulative Impacts.

State CEQA Guidelines – §15064.7, Thresholds of Significance.

Introduction

A non-zero threshold could minimize the resources spent reviewing environmental analyses that do not result in real GHG reductions or to prevent the environmental review system from being overwhelmed. The practical advantages of considering non-zero thresholds for GHG significance determinations can fit into the concept regarding whether the project's GHG emissions represent a "considerable contribution to the cumulative impact" and therefore warrant analysis.

Specifying a non-zero threshold could be construed as setting a *de minimis* value for a cumulative impact. In effect, this would be indicating that there are certain GHG emission sources that are so small that they would not contribute substantially to the global GHG budget. This could be interpreted as allowing public agencies to approve certain projects without requiring any mitigation of their GHG. Any threshold framework should include a proper context to address the *de minimis* issue. However, the CEQA Guidelines recognize that there may be a point where a project's contribution, although above zero, would not be a *considerable contribution* to the cumulative impact and, therefore, not trigger the need for a significance determination.

GHG emissions from all sources are under the purview of CARB and as such may eventually be "regulated" no matter how small. Virtually all projects will result in some direct or indirect release of GHG. However, a decision by CARB to regulate a class of sources does not necessarily mean that an individual source in that class would constitute a project with significant GHG impacts under CEQA. For example, CARB has established criteria pollutant emission standards for automobiles, but the purchase and use of a single new car is not considered a project with significant impacts under CEQA. At the same time, it is important to note that it is likely that all meaningful sources of emissions, no matter how small are likely to be considered for regulation under AB 32. It is expected that projects will have to achieve some level of GHG reduction to comply with CARB's regulations meant to implement AB 32. As such all projects will have to play a part in reducing our GHG emissions budget and no project, however small, is truly being considered *de minimis* under CARB's regulations.

This chapter evaluates a range of conceptual approaches toward developing GHG significance criteria. The air districts retained the services of J&S an environmental consulting, firm to assist with the development of a Statute and Executive Order-based threshold (Approach 1) and a tiered threshold (Approach 2) based on a prescribed list of tasks and deliverables. Time and financial constraints limited the scope and depth of this analysis, however, the work presented here may be useful in developing interim guidance while AB 32 is being implemented. J&S recognized that approaches other than those described here could be used.

As directed, J&S explored some overarching issues, such as:

- what constitutes "new" emissions?

- how should "baseline emissions" be established?
- what is cumulatively "considerable" under CEQA?
- what is "business as usual" ? and
- should an analysis include "life-cycle" emissions?

The answers to these issues were key to evaluating each of the threshold concepts.

Approach 1 – Statute and Executive Order Approach

Thresholds could be grounded in existing mandates and their associated GHG emission reduction targets. A project would be required to meet the targets, or reduce GHG emissions to the targets, to be considered less than significant.

AB 32 and S-3-05 target the reduction of statewide emissions. It should be made clear that AB 32 and S-3-05 do not specify that the emissions reductions should be achieved through uniform reduction by geographic location or by emission source characteristics. For example, it is conceivable, although unlikely, that AB 32 goals could be achieved by new regulations that only apply to urban areas or that only apply to the transportation and/or energy sector. However, this approach to evaluating GHG under CEQA is based on the presumption that a new project must at least be consistent with AB 32 GHG emission reduction mandates.

The goal of AB 32 and S-3-05 is the significant reduction of future GHG emissions in a state that is expected to rapidly grow in both population and economic output. As such, there will have to be a significant reduction in the per capita GHG output for these goals to be met. CEQA is generally used to slow or zero the impact of new emissions, leaving the reduction of existing emission sources to be addressed by other regulatory means. With these concepts in mind, four options were identified for statute/executive order-based GHG significance thresholds and are described below.

Threshold 1.1: AB 32/S-3-05 Derived Uniform Percentage-Based Reduction. AB 32 requires the state to reduce California-wide GHG emissions to 1990 levels by 2020. Reducing greenhouse gas emission levels from 2020 to 1990 levels could require a 28 to 33 percent reduction of business-as-usual GHG emissions depending on the methodology used to determine the future emission inventories. The exact percent reduction may change slightly once CARB finalizes its 1990 and 2020 inventory estimates. In this context, business-as-usual means the emissions that would have occurred in the absence of the mandated reductions. The details of the business-as-usual scenario are established by CARB in the assumptions it uses to project what the state's GHG emissions would have been in 2020, and the difference between that level and the level that existed in 1990 constitutes the reductions that must be achieved if the mandated goals are to be met.

This threshold approach would require a project to meet a percent reduction target based on the average reductions needed from the business-as-usual emission from all GHG sources. Using the 2020 target, this approach would require all discretionary projects to achieve a 33 percent reduction from projected business-as-usual emissions in order to be considered less than significant. A more restrictive approach would use the 2050 targets. S-3-05 seeks to reduce GHG emissions to 80 percent below 1990 levels by 2050. To reach the 2050 milestone would require an estimated 90 percent reduction (effective immediately) of business-as-usual emissions. Using this goal as the basis for a significance threshold may be more appropriate to address the long-term adverse impacts associated with global climate change. Note that AB 32 and S-3-05 set emission inventory goals at milestone years; it is unclear how California will progress to these goals in non-milestone years.

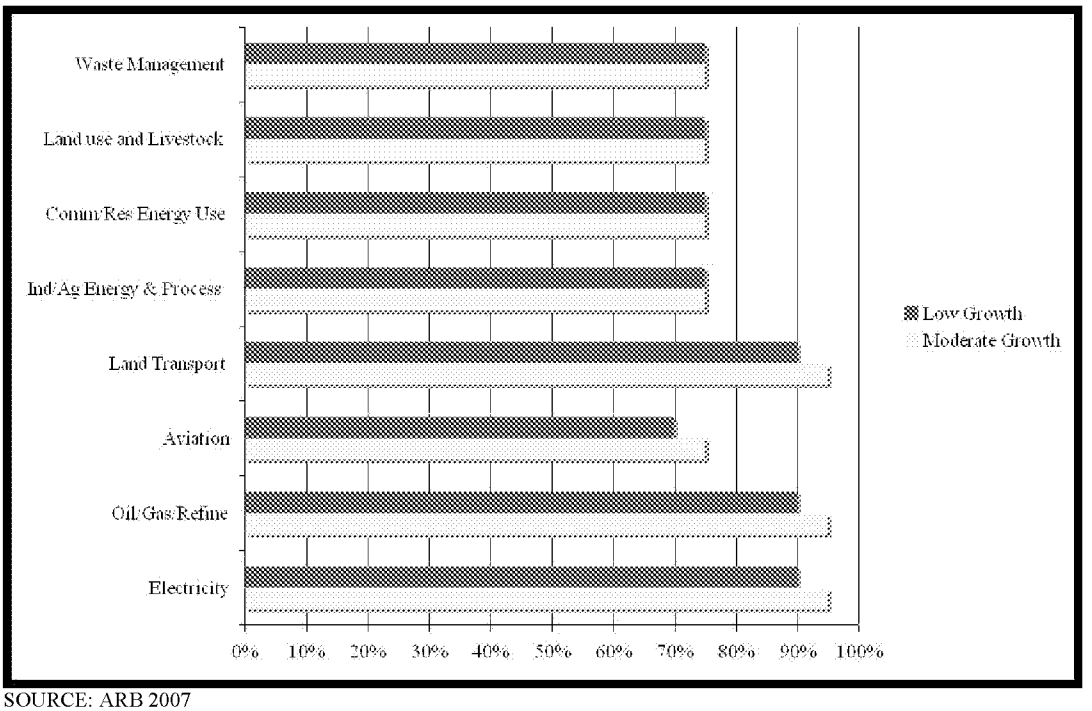

SOURCE: ARB 2007

<u>Threshold 1.2: Uniform Percentage-Based (e.g.50%) Reduction for New Development</u>. This threshold is based on a presumption that new development should contribute a greater percent reduction from business-as-usual because greater reductions can be achieved at lower cost from new projects than can be achieved from existing sources. This approach would establish that new development emit 50 percent less GHG emissions than business-as-usual development. This reduction rate is greater than the recommended reduction rate for meeting the Threshold 1.1 2020 target (33 percent) but is significantly less restrictive than the Threshold 1.1 2050 target reduction rate (90 percent). If a 50 percent GHG reduction were achieved from new development, existing emissions would have to be reduced by 25 to 30 percent in order to meet the 2020 emissions goal depending on the year used to determine the baseline inventory. Although this reduction goal is reasonable for achieving the 2020 goal, it would not be possible to

reach the 2050 emissions target with this approach even if existing emissions were 100 percent controlled.

Threshold 1.3: Uniform Percentage-Based Reduction by Economic Sector. This threshold would use a discrete GHG reduction goal specific to the economic sector associated with the project. There would be specific reduction goals for each economic sector, such as residential, commercial, and industrial development. Specifying different reduction thresholds for each market sector allows selection of the best regulatory goal for each sector taking into account available control technology and costs. This approach would avoid over-regulating projects (i.e. requiring emissions to be controlled in excess of existing technology) or under-regulating projects (i.e. discouraging the use of available technology to control emissions in excess of regulations). This approach requires extensive information on the emission inventories and best available control technology for each economic sector. This data will be compiled as CARB develops its scoping plan under AB 32 and its implementing regulations; as a result, this approach will be more viable in the long term.

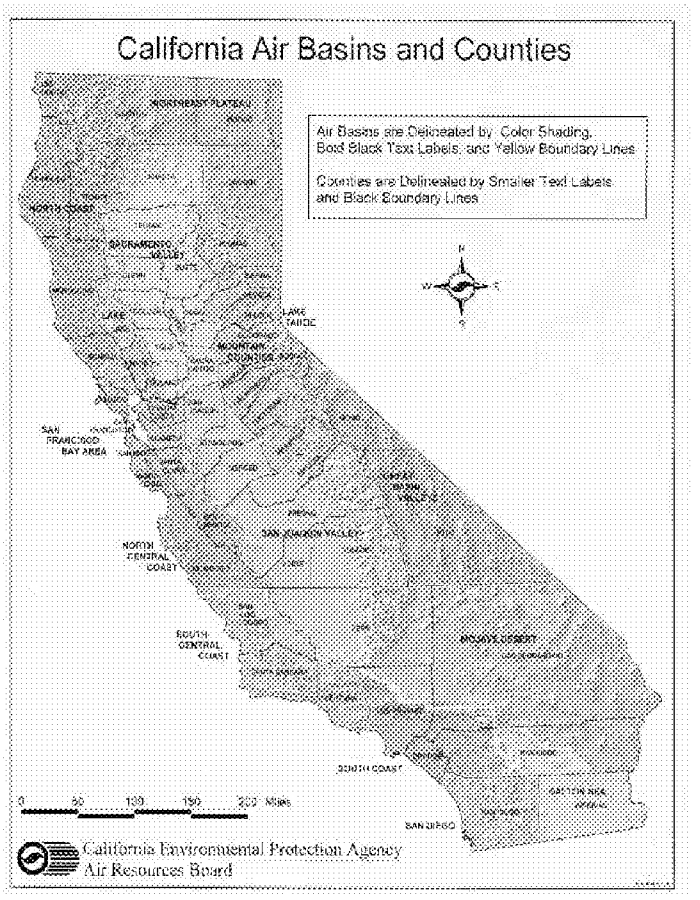

Threshold 1.4: Uniform Percentage-Based Reduction by Region. AB 32 and S-3-05 are written such that they apply to a geographic region (i.e. the entire state of California) rather than on a project or sector level. One could specify regions of the state such as the South Coast Air Basin, Sacramento Valley, or Bay Area which are required to plan (plans could be developed by regional governments, such as councils of governments) and demonstrate compliance with AB 32 and S-3-05 reduction goals at a regional level. To demonstrate that a project has less than significant emissions, one would have to show compliance with the appropriate regional GHG plan. Effectively this approach allows for analysis of GHG emissions at a landscape scale smaller than the state as a whole. Specifying regions in rough correlation to existing air basins or jurisdictional control allows for regional control of emissions and integration with regional emission reduction strategies for criteria and toxic air pollutants. Although differing GHG reduction controls for each region are possible, it is likely that all regions would be

required to achieve 1990 emission inventories by the year 2020 and 80 percent less emissions by 2050. Threshold 1.4 is considered viable long-term significance criteria that is unlikely to be used in the short term.

Implementing CEQA Thresholds Based on Emission Reduction Targets

Characterizing Baseline and Project Emissions

While the population and economy of California is expanding, all new projects can be considered to contribute new emissions. Furthermore, GHG impacts are exclusively cumulative impacts; there are no non-cumulative GHG emission impacts from a climate change perspective. "Business-as-usual" is the projection of GHG emissions at a future date based on current technologies and regulatory requirements in absence of other reductions. For example to determine the future emissions from a power plant for "business-as-usual" one would multiply the projected energy throughput by the current emission factor for that throughput. If adopted regulations (such as those that may be promulgated by CARB for AB 32) dictate that power plant emissions must be reduced at some time in the future, it is appropriate to consider these regulation standards as the new business-as-usual for a future date. In effect, business-as-usual will continue to evolve as regulations manifest. Note that "business-as-usual" defines the CEQA No Project conditions, but does not necessarily form the baseline under CEQA. For instance, it is common to subtract the future traffic with and without a project to determine the future cumulative contribution of a project on traffic conditions. However, existing conditions at the time of issuance of the notice of preparation is normally the baseline.

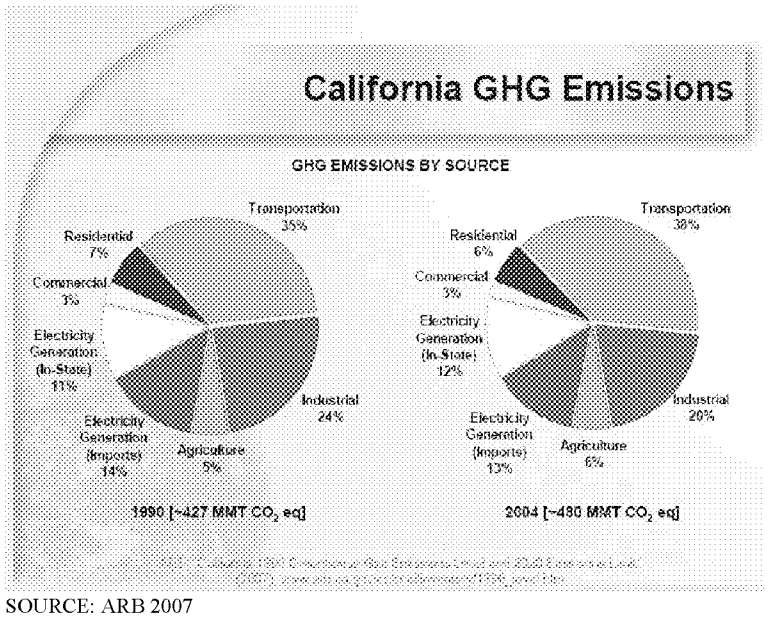

SOURCE: ARB 2007

Establishing Emission Reduction Targets

One of the obvious drawbacks to using a uniform percent reduction approach to GHG control is that it is difficult to allow for changes in the 1990 and future emission inventories estimates. To determine what emission reductions are required for new projects one would have to know accurately the 1990 budget and efficacy of other GHG promulgated regulations as a function of time. Since CARB will not outline its

regulation strategy for several more years, it is difficult to determine accurately what the new project reductions should be in the short term. Future updates to the 1990 inventory could necessitate changes in thresholds that are based on that inventory. It is important to note that it is difficult to create near term guidance for a uniform reduction threshold strategy since it would require considerable speculation regarding the implementation and effectiveness of forthcoming CARB regulations.

Of greater importance are the assumptions used to make the projected 2020 emission inventories. Projecting future inventories over the next 15-50 years involves substantial uncertainty. Furthermore, there are likely to be federal climate change regulations and possibly additional international GHG emission treaties in the near future. To avoid such speculation, this paper defines all future emission inventories as hypothetical business-as-usual projections.

This white paper is intended to support local decisions about CEQA and GHG in the near term. During this period, it is unlikely that a threshold based on emission reduction targets would need to be changed. However, it is possible that future inventory updates will show that targets developed on the current inventory were not stringent enough, or were more stringent than was actually needed.

Approach 2 – Tiered Approach

The goal of a tiered threshold is to maximize reduction predictability while minimizing administrative burden and costs. This would be accomplished by prescribing feasible mitigation measures based on project size and type, and reserving the detailed review of an EIR for those projects of greater size and complexity. This approach may require inclusion in a General Plan, or adoption of specific rules or ordinances in order to fully and effectively implement it.

A tiered CEQA significance threshold could establish different levels at which to determine if a project would have a significant impact. The tiers could be established based on the gross GHG emission estimates for a project or could be based on the physical size and characteristics of the project. This approach would then prescribe a set of GHG mitigation strategies that would have to be incorporated into the project in order for the project to be considered less than significant.

The framework for a tiered threshold would include the following:

- disclosure of GHG emissions for all projects;
- support for city/county/regional GHG emissions reduction planning;
- creation and use of a “green list” to promote the construction of projects that have desirable GHG emission characteristics;
- a list of mitigation measures;

- a decision tree approach to tiering; and
- quantitative or qualitative thresholds.

Decision-Tree Approach to Tiering

CEQA guidance that allows multiple methodologies to demonstrate GHG significance will facilitate the determination of significance for a broad range of projects/plans that would otherwise be difficult to address with a single non-compound methodology. Even though there could be multiple ways that a project can determine GHG significance using a decision-tree approach, only one methodology need be included in any single CEQA document prepared by the applicant. The presence of multiple methodologies to determine significance is designed to promote flexibility rather than create additional analysis overhead. Figure 1 shows a conceptual approach to significance determination using a tiered approach that shows the multiple routes to significance determination.

Figure 1 Detail Description

Figure 1 pictorially represents how an agency can determine a project's or plan's significance for CEQA analysis using the non-zero threshold methodology. The emissions associated with a project/plan are assumed to have a significant impact unless one can arrive at a less-than-significant finding by at least one of the methodologies below.

1. Demonstrate that a General Plan (GP) or Regional Plan is in Compliance with AB32

   - For most GPs or RPs this will require demonstration that projected 2020 emissions will be equal to or less than 1990 emissions.
   - GPs or RPs are expected to fully document 1990 and 2020 GHG emission inventories.
   - Projection of 2020 emissions is complicated by the fact that CARB is expected to promulgate emission reductions in the short term. Until explicit CARB regulations are in place, unmitigated GP 2020 emission inventories represent business-as-usual scenarios.
   - EIRs for GPs or RPs which demonstrate 2020 mitigated emissions are less than or equal to 1990 emissions are considered less than significant.

2. Demonstrate the Project is Exempt Based on SB 97

   - As specified in SB 97, projects that are funded under November 2006 Proposition 1B (Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act) and 1C (Disaster Preparedness and Flood Prevention Bond Act) may be exempt from analysis until January 1, 2010.

Climate Change Significance Criteria Flow Chart

- This chart pictorially represents how an agency can determine a project's or plan's significance for CEQA analysis.
- The emissions associated with a project/plan are assumed to have a significant impact unless one can arrive at a less-than-significant finding by at least one of the methodologies below.

The Green List *(Conceptual Approach)*

- *Publish and update a list of projects and project types that are deemed a positive contribution to CA efforts to reduce GHG emissions.*
- *Consult the ARB and the AG prior to listing a project on the Green List to ensure consistency with ARB AB-32 efforts and to ensure that the Green List entries are consistent with how the AG office interprets AB-32 and GHG CEQA compliance.*
- *The Green List will be updated every 6 months or as major regulatory or legal developments unfold.*
- *Projects that are on the green list are to be considered less than significant for GHG emissions purposes.*
- *An example of a Green List entry would be a wind farm that had negligible construction emissions.*

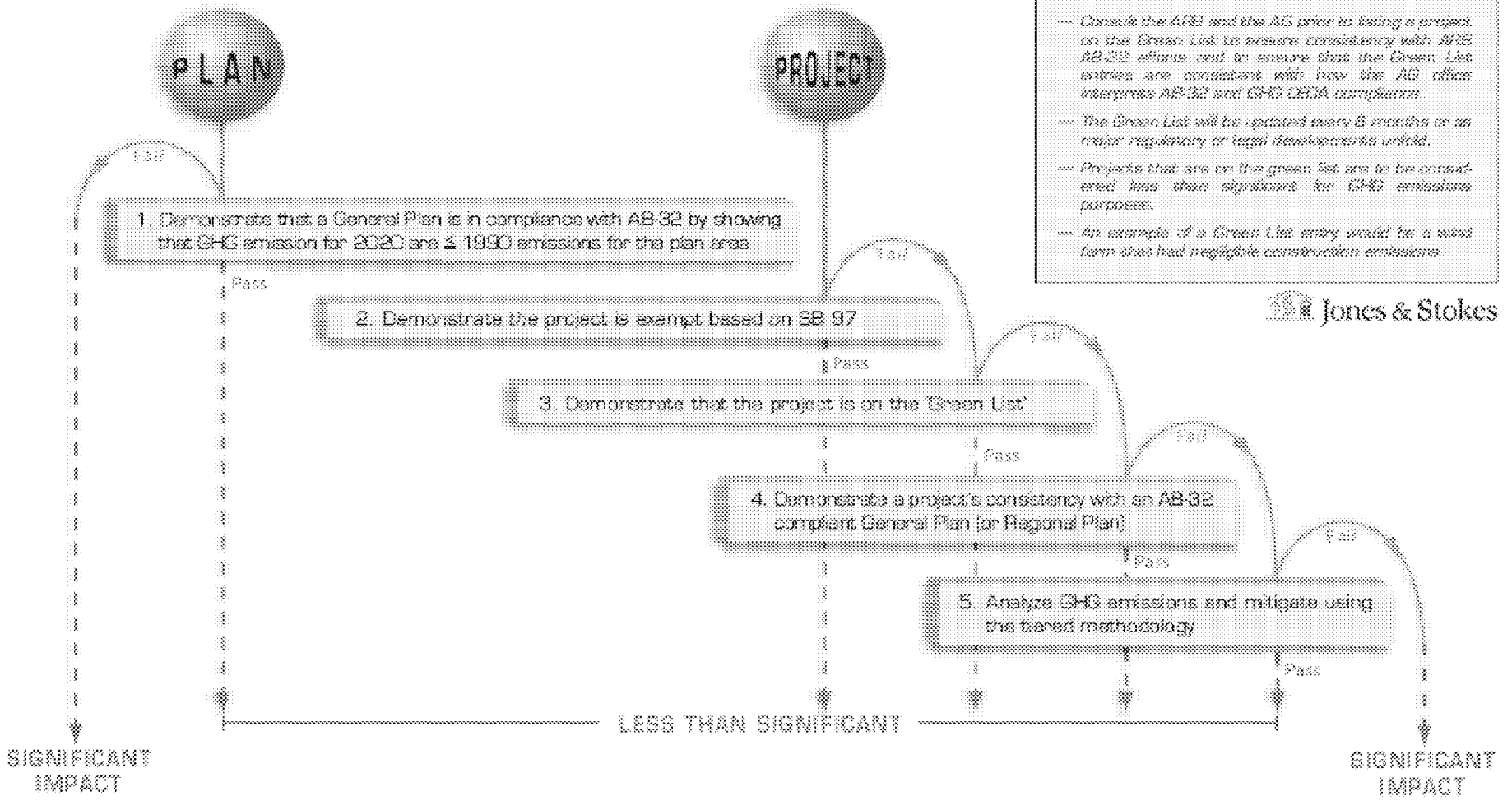

Jones & Stokes

Figure 1
Climate Change Significance Criteria Flow Chart

- An exemption can be used in an ND, MND, or EIR to support a less than significant finding for GHG impacts.

3. Demonstrate that the Project is on the 'Green List'

- This list would include projects that are deemed a positive contribution to California efforts to reduce GHG emissions. If the project is of the type described on the Green List it is considered less than significant.
- If the Green List entry description requires mitigation for impacts other than GHG, this methodology can be used in MNDs or EIRs; if the Green List entry does not require mitigation this methodology can be used in NDs, MNDs, or EIRs.

4. Demonstrate a Project's Compliance with a General Plan

- If a project is consistent with an appropriate General Plan's Greenhouse Gas Reduction Plan (GGRP), a project can be declared less than significant.
- Note that at this time there are no known jurisdictions that have a GGRP that has been fully subject to CEQA review. While Marin County has adopted a forward-thinking GGRP and it is described in the most recent GP update, the associated EIR does not analyze the secondary environmental impacts of some of the GGRP measures such as tidal energy. While one can reference GGRPs that have not been reviewed fully in CEQA, to attempt to show a project's compliance with such a plan as evidence that the project's GHG emission contributions are less than significant may not be supported by substantial evidence that cumulative emissions are being fully addressed in the particular jurisdiction.
- Compliance with a CEQA-vetted GGRP can be cited as evidence for all CEQA documents (Categorical Exemption, ND, MND, and EIR).

5. Analyze GHG Emissions and Mitigate using the Tiered Methodology

- Guidance and mitigation methodology for various development projects (residential, commercial, industrial) are listed in the form of tiered thresholds. If a project incorporates the mitigation measures specified in the tiered threshold tables the project is considered less than significant.
- All project emissions are considered less than significant if they are less than the threshold(s).
- If the tiered approach requires mitigation, this methodology can be used in MNDs or EIRs; if the tiered approach does not require mitigation this methodology can be used in NDs, MNDs, or EIRs.

The Green List

- The Green List would be a list of projects and project types that are deemed a positive contribution to California's efforts to reduce GHG emissions.
- If this approach is followed, it is suggested that CARB and the Attorney General (AG) are consulted prior to listing a project on the Green List to ensure consistency with CARB AB 32 efforts and to ensure that the Green List entries are consistent with how the AG office interprets AB 32 and GHG CEQA compliance.
- The Green List should be updated every 6 months or as major regulatory or legal developments unfold.
- Projects that are on the Green List are to be considered less than significant for GHG emissions purposes.
- A tentative list of potential Green List entries is presented below. Actual Green List entries should be far more specific and cover a broad range of project types and mitigation approaches. The list below is merely a proof-of-concept for the actual Green List.

1. Wind farm for the generation of wind-powered electricity
2. Extension of transit lines to currently developed but underserved communities
3. Development of high-density infill projects with easily accessible mass transit
4. Small hydroelectric power plants at existing facilities that generate 5 mw or less (as defined in Class 28 Categorical Exemption)
5. Cogeneration plants with a capacity of 50 mw or less at existing facilities (as defined in Class 29 Cat Exemption)
6. Increase in bus service or conversion to bus rapid transit service along an existing bus line
7. Projects with LEED "Platinum" rating
8. Expansion of recycling facilities within existing urban areas
9. Recycled water projects that reduce energy consumption related to water supplies that services existing development
10. Development of bicycle, pedestrian, or zero emission transportation infrastructure to serve existing regions

There are also several options for tiering and thresholds, as shown in Table 2 below. One could establish strictly numeric emissions thresholds and require mitigation to below the specific threshold to make a finding of less than significant. One could establish narrative emissions threshold that are based on a broader context of multiple approaches to GHG reductions and a presumption that projects of sufficiently low GHG intensity are less than significant.

In Concept 2A, a zero threshold would be applied to projects and thus only projects that result in a reduction of GHG emissions compared to baseline emissions would be less than significant absent mitigation. All projects would require quantified inventories. All projects that result in a net increase of GHG emissions would be required to mitigate their emissions to zero through direct mitigation or through fees or offsets or the impacts

Table 2: Approach 2 Tiering Options

	Concept 2A Zero	Concept 2B Quantitative	Concept 2C Qualitative
Tier 1	Project results in a net reduction of GHG emissions *Less than Significant*	Project in compliance with an AB 32-compliant General/Regional Plan, on the Green List, or below Tier 2 threshold. Level 1 Reductions (Could include such measures as: bike parking, transit stops for planned route, Energy Star roofs, Energy Star appliances, Title 24, water use efficiency, etc.) *Less than Significant*	Project in compliance with an AB 32-compliant General/Regional Plan, on the Green List, or below Tier 2 threshold. Level 1 Reductions (See measures under 2B) *Less than Significant*
Tier 2	Project results in net increase of GHG emissions Mitigation to zero (including offsets) *Mitigated to Less than Significant*	Above Tier 2 threshold Level 2 Mitigation (Could include such measures as: Parking reduction beyond code, solar roofs, LEED Silver or Gold Certification, exceed Title 24 by 20%, TDM measures, etc.) *Mitigated to Less than Significant*	Above Tier 2 threshold Level 2 Mitigation (See measures under 2B) *Mitigated to Less than Significant*
Tier 3	Mitigation infeasible to reduce emissions to zero (e.g., cost of offsets infeasible for project or offsets not available) *Significant and Unavoidable*	Above Tier 2 threshold With Level 1, 2 Mitigation Level 3 Mitigation: (Could include such measures as: On-site renewable energy systems, LEED Platinum certification, Exceed Title 24 by 40%, required recycled water use for irrigation, zero waste/high recycling requirements, mandatory transit passes, offsets/carbon impact fees) *Mitigated to Less than Significant*	Above Tier 3 thresholds Quantify Emissions, Level 3 Mitigation (see measures under 2B), and Offsets for 90% of remainder *Significance and Unavoidable*

would be identified as significant and unavoidable. This could be highly problematic and could eliminate the ability to use categorical exemptions and negative declarations for a wide range of projects.

In Concepts 2B and 2C, the first tier of a tiered threshold includes projects that are within a jurisdiction with an adopted greenhouse gas reduction plan (GGRP) and General Plan/Regional Plan that is consistent with AB 32 (and in line with S-3-05), or are on the Green List, or are below the Tier 2 threshold. All Tier 1 projects would be required to implement mandatory reductions required due to other legal authority (Level 1 reductions) such as AB 32, Title 24, or local policies and ordinances. With Level 1

reduction measures, qualifying Tier 1 projects would be considered less than significant without being required to demonstrate mitigation to zero.

In Concept 2B, the Tier 2 threshold would be quantitative, and quantified inventories would be required. Several quantitative threshold options are discussed below. A more comprehensive set of Level 2 mitigation would be required. If the project's emissions still exceed the Tier 2 threshold, an even more aggressive set of Level 3 mitigation measures would be required including offsets (when feasible) to reduce emissions below the Tier 2 threshold.

In Concept 2C, there would be two thresholds, a lower Tier 2 threshold (the "low bar") and a higher Tier 3 threshold (the "high bar"). The Tier 2 threshold would be the significance threshold for the purposes of CEQA and would be qualitative in terms of units (number of dwelling units, square feet of commercial space, etc.) or a per capita ratio. Projects above the Tier 2 threshold would be required to implement the comprehensive set of Level 2 mitigation. Projects below the Tier 2 threshold would not be required to quantify emissions or reductions. The Tier 3 threshold would be a threshold to distinguish the larger set of projects for which quantification of emissions would be required. Level 3 mitigation would be required and the project would be required to purchase offsets (when feasible) in the amount of 90 percent of the net emissions after application of Level 1 reductions and Level 2 and 3 mitigation. A variant on Concept 2C would be to require mandatory Level 3 mitigation without quantification and offsets.

Approach 2 Threshold Options

Seven threshold options were developed for this approach. The set of options are framed to capture different levels of new development in the CEQA process and thus allow different levels of mitigation. Options range from a zero first-tier threshold (Threshold 2.1) up to a threshold for GHG that would be equivalent to the capture level (i.e., number of units) of the current criteria pollutant thresholds used by some air districts (Threshold 2.4). The decision-based implementation approach discussed above could be used for any of these options. Table 3 below compares the results of each of the approaches discussed here.

Threshold 2.1: Zero First Tier Tiered Threshold.

This option would employ the decision tree concept and set the first tier cut-point at zero. The second tier cut-point could be one of the qualitative or quantitative thresholds discussed below. First-tier projects would be required to implement a list of very feasible and readily available mitigation measures.

Threshold 2.2: Quantitative Threshold Based on Market Capture

A single quantitative threshold was developed in order to ensure capture of 90 percent or more of likely future discretionary developments. The objective was to set the emission

threshold low enough to capture a substantial fraction of future residential and non-residential development that will be constructed to accommodate future statewide population and job growth, while setting the emission threshold high enough to exclude small development projects that will contribute a relatively small fraction of the cumulative statewide GHG emissions.

The quantitative threshold was created by using the following steps:

- Reviewing data from four diverse cities (Los Angeles in southern California and Pleasanton, Dublin, and Livermore in northern California) on pending applications for development.

- Determining the unit (dwelling unit or square feet) threshold that would capture approximately 90 percent of the residential units or office space in the pending application lists.

- Based on the data from the four cities, the thresholds selected were 50 residential units and 30,000 square feet of commercial space.

- The GHG emissions associated with 50 single-family residential units and 30,000 square feet of office were estimated and were found to be 900 metric tons and 800 metric tons, respectively. Given the variance on individual projects, a single threshold of 900 metric tons was selected for residential and office projects.

- A 900 metric ton threshold was also selected for non-office commercial projects and industrial projects to provide equivalency for different projects in other economic sectors.

- If this threshold is preferred, it is suggested that a more robust data set be examined to increase the representativeness of the selected thresholds. At a minimum, a diverse set of at least 20 cities and/or counties from throughout the state should be examined in order to support the market capture goals of this threshold. Further, an investigation of market capture may need to be conducted for different commercial project types and for industrial projects in order to examine whether multiple quantitative emissions thresholds or different thresholds should be developed.

The 900-ton threshold corresponds to 50 residential units, which corresponds to the 84th percentile of projects in the City of Los Angeles, the 79th percentile in the City of Pleasanton, the 50th percentile in the City of Livermore and the 4th percentile in the City of Dublin. This is suggestive that the GHG reduction burden will fall on larger projects that will be a relatively small portion of overall projects within more developed central cities (Los Angeles) and suburban areas of slow growth (Pleasanton) but would be the higher portion of projects within moderately (Livermore) or more rapidly developing areas (Dublin). These conclusions are suggestive but not conclusive due to the small sample size. The proposed threshold would exclude the smallest proposed developments

from potentially burdensome requirements to quantify and mitigate GHG emissions under CEQA. While this would exclude perhaps 10 percent of new residential development, the capture of 90 percent of new residential development would establish a strong basis for demonstrating that cumulative reductions are being achieved across the state. It can certainly serve as an interim measure and could be revised if subsequent regulatory action by CARB shows that a different level or different approach altogether is called for.

The 900-ton threshold would correspond to office projects of approximately 35,000 square feet, retail projects of approximately 11,000 square feet, or supermarket space of approximately 6,300 square feet. 35,000 square feet would correspond to the 46th percentile of commercial projects in the City of Los Angeles, the 54th percentile in the City of Livermore, and the 35th percentile in the City of Dublin. However, the commercial data was not separated into office, retail, supermarket or other types, and thus the amount of capture for different commercial project types is not known. The proposed threshold would exclude smaller offices, small retail (like auto-parts stores), and small supermarkets (like convenience stores) from potentially burdensome requirements to quantify and mitigate GHG emissions under CEQA but would include many medium-scale retail and supermarket projects.

The industrial sector is less amenable to a unit-based approach given the diversity of projects within this sector. One option would be to adopt a quantitative GHG emissions threshold (900 tons) for industrial projects equivalent to that for the residential/commercial thresholds described above. Industrial emissions can result from both stationary and mobile sources. CARB estimates that their suggested reporting threshold for stationary sources of 25,000 metric tons accounts for more than 90 percent of the industrial sector GHG emissions (see Threshold 2.3 for 25,000 metric ton discussion). If the CARB rationale holds, then a 900 metric ton threshold would likely capture at least 90 percent (and likely more) of new industrial and manufacturing sources. If this approach is advanced, we suggest further examination of industrial project data to determine market capture.

This threshold would require the vast majority of new development emission sources to quantify their GHG emissions, apportion the forecast emissions to relevant source categories, and develop GHG mitigation measures to reduce their emissions.

Threshold 2.3: CARB Reporting Threshold

CARB has recently proposed to require mandatory reporting from cement plants, oil refineries, hydrogen plants, electric generating facilities and electric retail providers, cogeneration facilities, and stationary combustion sources emitting $\geq$ 25,000 MT CO_2e/yr. AB 32 requires CARB to adopt a regulation to require the mandatory reporting and verification of emissions. CARB issued a preliminary draft version of its proposed reporting requirements in August 2007 and estimates that it would capture 94 percent of the GHG emissions associated with stationary sources.

This threshold would use 25,000 metric tons per year of GHG as the CEQA significance level. CARB proposed to use the 25,000 metric tons/year value as a reporting threshold, not as a CEQA significance threshold that would be used to define mitigation requirements. CARB is proposing the reporting threshold to begin to compile a statewide emission inventory, applicable only for a limited category of sources (large industrial facilities using fossil fuel combustion).

A 25,000 metric ton significance threshold would correspond to the GHG emissions of approximately 1,400 residential units, 1 million square feet of office space, 300,000 square feet of retail, and 175,000 square feet of supermarket space. This threshold would capture far less than half of new residential or commercial development.

As noted above, CARB estimates the industrial-based criteria would account for greater than 90 percent of GHG emissions emanating from stationary sources. However, industrial and manufacturing projects can also include substantial GHG emissions from mobile sources that are associated with the transportation of materials and delivery of products. When all transportation-related emissions are included, it is unknown what portion of new industrial or manufacturing projects a 25,000-ton threshold would actually capture.

An alternative would be to use a potential threshold of 10,000 metric tons considered by the Market Advisory Committee for inclusion in a Greenhouse Gas Cap and Trade System in California. A 10,000 metric ton significance threshold would correspond to the GHG emissions of approximately 550 residential units, 400,000 square feet of office space, 120,000 square feet of retail, and 70,000 square feet of supermarket space. This threshold would capture roughly half of new residential or commercial development.

Threshold 2.4: Regulated Emissions Inventory Capture

Most California air districts have developed CEQA significance thresholds for NOx and ROG emissions to try to reduce emissions of ozone precursors from proposed sources that are not subject to NSR pre-construction air quality permitting. The historical management of ozone nonattainment issues in urbanized air districts is somewhat analogous to today's concerns with greenhouse gas emissions in that regional ozone concentrations are a cumulative air quality problem caused by relatively small amounts of NOx and ROG emissions from thousands of individual sources, none of which emits enough by themselves to cause elevated ozone concentrations. Those same conditions apply to global climate change where the environmental problem is caused by emissions from a countless number of individual sources, none of which is large enough by itself to cause the problem. Because establishment of NOx/ROG emissions CEQA significance thresholds has been a well-tested mechanism to ensure that individual projects address cumulative impacts and to force individual projects to reduce emissions under CEQA, this threshold presumes the analogy of NOx/ROG emission thresholds could be used to develop similar GHG thresholds.

The steps to develop a GHG emission threshold based on the NOx/ROG analogy were as follows:

- For each agency, define its NOx/ROG CEQA thresholds.
- For each agency, define the regional NOx/ROG emission inventory the agency is trying to regulate with its NOx/ROG thresholds.
- For each agency, calculate the percentage of the total emission inventory for NOx represented by that agency's CEQA emission threshold. That value represents the "minimum percentage of regulated inventory" for NOx.
- The current (2004) California-wide GHG emission inventory is 499 million metric tons per year of CO_2 equivalent (MMT CO_2e). Apply the typical "minimum percentage of regulated inventory" value to the statewide GHG inventory, to develop a range of analogous GHG CEQA thresholds.

The preceding methodology was applied to two different air quality districts: the Bay Area Air Quality Management District (BAAQMD), a mostly-urbanized agency within which most emissions are generated from urban areas; and the San Joaquin Valley Air Pollution Control District (SJVAPCD), which oversees emissions emanating in part from rural areas that are generated at dispersed agricultural sources and area sources. For example, in the Bay Area the NOx threshold is 15 tons/year. The total NOx inventory for 2006 was 192,000 tons/year (525 tons/day). The threshold represents 0.008 percent of the total NOx inventory. Applying that ratio to the total statewide GHG emissions inventory of 499 MMT CO_2e (2004) yields an equivalent GHG threshold of 39,000 MMT CO_2e.

The range of analogous CEQA GHG thresholds derived from those two agencies is tightly clustered, ranging from 39,000 to 46,000 tons/year. A 39,000 to 46,000 metric ton threshold would correspond to the GHG emissions of approximately 2,200 to 2,600 residential units, 1.5 to 1.8 million square feet of office space, 470,000 to 560,000 square feet of retail, and 275,000 to 320,000 square feet of supermarket space. This threshold would capture far less than half of new residential or commercial development. Similarly, this threshold would capture less of new industrial/manufacturing GHG emissions inventory than Thresholds 2.2 or 2.3.

Threshold 2.5: Unit-Based Thresholds Based on Market Capture

Unit thresholds were developed for residential and commercial developments in order to capture approximately 90 percent of future development. The objective was to set the unit thresholds low enough to capture a substantial fraction of future housing and commercial developments that will be constructed to accommodate future statewide population and job growth, while setting the unit thresholds high enough to exclude small development projects that will contribute a relatively small fraction of the cumulative statewide GHG emissions. Sector-based thresholds were created by using the same steps

and data used to create Threshold 2.2- Quantitative Threshold Based on Market Capture above.

The distribution of pending application data suggests that the GHG reduction burden will fall on larger projects that will be a relatively small portion of overall projects within more developed central cities and suburban areas of slow growth but would be the higher portion of projects within moderately or rapidly developing areas. The proposed threshold would exclude the smallest proposed developments from potentially burdensome requirements to quantify and mitigate GHG emissions under CEQA. While this would exclude perhaps 10 percent of new residential development, the capture of 90 percent of new residential development would establish a strong basis for demonstrating that cumulative reductions are being achieved across the state. It can certainly serve as an interim measure and could be revised if subsequent regulatory action by CARB shows that a different level or different approach altogether is called for.

A similar rationale can be applied to the development of a commercial threshold. Threshold 2.5 would exclude many smaller businesses from potentially burdensome requirements to quantify and mitigate GHG emissions under CEQA. It should be noted that the GHG emissions of commercial projects vary substantially. For example, the carbon dioxide emissions associated with different commercial types were estimated as follows:

- 30,000 square-foot (SF) office = 800 metric tons/year CO_2
- 30,000 SF retail = 2,500 metric tons/year CO_2
- 30,000 SF supermarket = 4,300 metric tons/year CO_2

Thus, in order to assure appropriate market capture on an emissions inventory basis, it will be important to examine commercial project size by type, instead of in the aggregate (which has been done in this paper).

The industrial sector is less amenable to a unit-based approach given the diversity of projects within this sector. One option would be to use a quantitative threshold of 900 tons for industrial projects in order to provide for rough equivalency between different sectors. Industrial emissions can result from both stationary and mobile sources. However, if the CARB rationale for > 90 percent stationary source capture with a threshold of 25,000 metric tons holds, then a 900 metric ton threshold would likely capture at least 90 percent (and likely more) of new industrial sources. Further examination of unit-based industrial thresholds, such as the number of employees or manufacturing floor space or facility size, may provide support for a unit-based threshold based on market capture.

This threshold would require the vast majority of new development emission sources to quantify their GHG emissions, apportion the forecast emissions to relevant source categories, and develop GHG mitigation measures to reduce their emissions.

Threshold 2.6. Projects of Statewide, Regional, or Areawide Significance

For this threshold, a set of qualitative, tiered CEQA thresholds would be adopted based on the definitions of "projects with statewide, regional or areawide significance" under the Guidelines for California Environmental Quality Act, CCR Title 14, Division 6, Section 15206(b).

Project sizes defined under this guideline include the following:

- Proposed residential development of more than 500 dwelling units.
- Proposed shopping center or business establishment employing more than 1,000 persons or encompassing more than 500,000 square feet of floor space.
- Proposed commercial office building employing more than 1,000 persons or encompassing more than 250,000 square feet of floor space.
- Proposed hotel/motel development of more than 500 rooms.
- Proposed industrial, manufacturing or processing plant or industrial park planned to house more than 1,000 persons, or encompassing more than 600,000 square feet of floor space.

These thresholds would correspond to the GHG emissions of approximately 9,000 metric tons for residential projects, 13,000 metric tons for office projects, and 41,000 metric tons for retail projects. These thresholds would capture approximately half of new residential development and substantially less than half of new commercial development. It is unknown what portion of the new industrial or manufacturing GHG inventory would be captured by this approach.

Threshold 2.7 Efficiency-Based Thresholds

For this approach, thresholds would be based on measurements of efficiency. For planning efforts, the metric could be GHG emissions per capita or per job or some combination thereof. For projects, the metric could be GHG emission per housing unit or per square foot of commercial space. In theory, one could also develop metrics for GHG emissions per dollar of gross product to measure the efficiency of the economy.

This approach is attractive because it seeks to benchmark project GHG intensity against target levels of efficiency. The thresholds would need to be set such that there is reasonably foreseeable and sufficient reductions compared to business as usual to support meeting AB 32 and S-3-05 goals in time (in combination with command and control regulations). Because this approach would require substantial data and modeling to fully develop, this is a concept considered as a potential future threshold and not appropriate

for interim guidance in the short term. Thus, it is not evaluated in the screening evaluation in the next section.

Table 3 compares the results for each of the approaches.

Table 3: Comparison of Approach 2 Tiered Threshold Options

Threshold	GHG Emission Threshold (metric tons/year)	Future Development Captured by GHG Threshold
2.1: Zero Threshold	0 tons/year	All
2.2: Quantitative Threshold Based on Market Capture	~900 tons/year	Residential development > 50 dwelling units Office space > 36,000 ft^2 Retail space >11,000 ft^2 Supermarkets >6.300 ft^2 small, medium, large industrial
2.3: CARB GHG Mandatory Reporting Threshold OR Potential Cap and Trade Entry Level	25,000 metric tons/year OR 10,000 metric tons/year	Residential development >1,400 dwelling units OR 550 dwelling units Office space >1 million ft^2 OR 400,000 ft^2 Retail space >300,000 ft^2 OR 120,000 ft^2 Supermarkets >175,000 ft^2 OR 70,000 ft^2 medium/larger industrial
2.4: Regulated Inventory Capture	40,000 – 50,000 metric tons/year	Residential development >2,200 to 2,600 dwelling units Office space >1.5 to 1.8 million ft^2 Retail space >470,000 to 560,000 ft^2 Supermarkets >270,000 to 320,000 ft^2 medium/larger industrial
2.5: Unit-Based Threshold Based on Market Capture	Not applicable.	Residential development >50 dwelling units Commercial space >50,000 ft^2 > small, medium, large industrial (with GHG emissions > 900 tonsCO2e)
2.6: Projects of Statewide, Regional, or Areawide Significance	Not applicable.	Residential development >500 dwelling units Office space >250,000 ft^2 Retail space >500,000 ft^2 Hotels >500 units Industrial project >1,000 employees Industrial project >40 acre or 650,000 ft^2
2.7: Efficiency-Based Thresholds	TBD tons/year/person TBD tons/year/unit	Depends on the efficiency measure selected.

Implementing CEQA With Tiered Thresholds

Several issues related to Approach 2 are addressed below:

1. *Some applications of this approach may need to be embodied in a duly approved General Plan, or in some other formal regulation or ordinance to be fully enforceable.* Because CEQA does not expressly provide that projects may be deemed insignificant based on implementation of a set of mitigations, this approach may need to be supported with specific and enforceable mechanisms adopted with due public process.

2. *How would this concept affect adoption of air district rules and regulations?* Proposed air district rules and regulations may be subject to CEQA like other projects and plans. Thus, if significance thresholds were adopted by an APCD or AQMD, then they could also apply to air district discretionary actions. If GHG emissions would be increased by a rule or regulation for another regulated pollutant, that would be a potential issue for review under CEQA.

3. *Mitigation measures may not be all-inclusive; better measures now or new future technology would make these measures obsolete.* The mandatory mitigation measures could be periodically updated to reflect current technology, feasibility, and efficiency.

4. *Total reduction may not be quantified or difficult to quantify.* CEQA only requires the adoption of feasible mitigation and thus the reduction effectiveness of required mitigation should not be in question. However, the precise reduction effectiveness may indeed be difficult to identify. As described above, if a quantitative threshold is selected as the measure of how much mitigation is mandated, then best available evidence will need to be used to estimate resultant GHG emissions with mitigation adoption. If a qualitative threshold is selected, then it may not be necessary to quantify reductions.

5. *Difficult to measure progress toward legislative program goals.* One could require reporting of project inventories to the Climate Action Registry, air district, or regional council of governments, or other suitable body. Collection of such data would allow estimates of the GHG intensity of new development over time, which could be used by CARB to monitor progress toward AB 32 goals.

6. *Measures may have adverse impacts on other programs.* The identification of mandatory mitigation will need to consider secondary environmental impacts, including those to air quality.

7. *Consideration of life-cycle emissions.* In many cases, only direct and indirect emissions may be addressed, rather than life-cycle emissions. A project applicant has traditionally been expected to only address emissions that are closely related and within the capacity of the project to control and/or influence. The long chain

8. of economic production resulting in materials manufacture, for example, involves numerous parties, each of which in turn is responsible for the GHG emissions associated with their particular activity. However, there are situations where a lead agency could reasonably determine that a larger set of upstream and downstream emissions should be considered because they are being caused by the project and feasible alternatives and mitigation measures may exist to lessen this impact.

Approach 2 Tiered Threshold with Mandatory Mitigation

As shown in Table 2, due to the cumulative nature of GHG emissions and climate change impacts, there could be a level of mandatory reductions and/or mitigation for all projects integrated into a tiered threshold approach. In order to meet AB 32 mandates by 2020 and S-3-05 goals, there will need to be adoption of GHG reduction measures across a large portion of the existing economy and new development. As such, in an effort to support a determination under CEQA that a project has a less than considerable contribution to significant cumulative GHG emissions, mitigation could be required on a progressively more comprehensive basis depending on the level of emissions.

- Level 1 Reductions – These reduction measures would apply to all projects and would only consist of AB 32 and other local/state mandates. They would be applied to a project from other legal authority (not CEQA). Level 1 reductions could include such measures as bike parking, transit stops for planned routes, Energy Star roofs, Energy Star appliances, Title 24 compliance, water use efficiency, and other measures. All measures would have to be mandated by CARB or local regulations and ordinances.

- Level 2 Mitigation – Projects that exceed the determined threshold would be required to first implement readily available technologies and methodologies with widespread availability. Level 2 Mitigation could include such measures as: parking reduction below code minimum levels, solar roofs, LEED Silver or Gold Certification, exceed Title 24 building standards by 20 percent, Traffic Demand Management (TDM) measures, and other requirements.

- Level 3 Mitigation - If necessary to reduce emissions to the thresholds, more extensive mitigation measures that represent the top tier of feasible efficiency design would also be required. Level 3 Mitigation could include such measures as: on-site renewable energy systems, LEED Platinum certification, exceed Title 24 building requirements by 40 percent, required recycled water use for irrigation, zero waste/high recycling requirements, mandatory transit pass provision, and other measures.

- Offset Mitigation – If, after adoption of all feasible on-site mitigation, the project is still found to exceed a Tier 2 quantitative threshold, or exceed a Tier 3 qualitative threshold, or if a project cannot feasibly implement the mandatory on-site mitigation, then purchases of offsets could be used for mitigation. In the case

of a quantitative threshold, the amount of purchase would be to offset below the Tier 2 significance threshold. In the case of a qualitative threshold, the amount of purchase could be to offset GHG emissions overall to below the lowest equivalent GHG emissions among the Tier 2 qualitative thresholds. With Threshold 2.5, this would be approximately 900 tons of GHG emissions (corresponding to 50 residential units). With Threshold 2.6, this would be approximately 9,000 tons (corresponding to 500 residential units). Alternatively, one could require purchase of offsets in the amount of a set percentage (such as 90% or 50% for example) of the residual GHG emissions (after other mitigation). As discussed earlier, any decision to include or require the use of emission reduction credits (or offsets) must consider issues of availability, quality, and environmental justice.

Substantial Evidence Supporting Different Thresholds

If a project can be shown by substantial evidence not to increase GHG emissions relative to baseline emissions, then no fair argument will be available that the project contributes considerably to a significant cumulative climate change impact.

It is more challenging to show that a project that increases GHG emissions above baseline emissions does not contribute considerably to a significant cumulative climate change impact. It is critical therefore, to establish an appropriate cumulative context, in which, although an individual project may increase GHG emissions, broader efforts will result in net GHG reductions.

Approach 1-based thresholds that by default will require an equal level of GHG reductions from the existing economy (Thresholds 1.1, 1.3, and 1.4) may be less supportable in the short run (especially before 2012) than Approach 1.2 (which requires new development to be relatively more efficient than a retrofitted existing economy). This is because, prior to 2012, there will only be limited mandatory regulations implementing AB 32 that could address the existing economy in a truly systematic way that can be relied upon to demonstrate that overall GHG reduction goals can be achieved by 2020. Approach 1.2 will still rely on substantial reductions in the existing economy but to a lesser degree.

Approach 1-based thresholds that would spread the mitigation burden across a sector (Threshold 1.3) or across a region (Threshold 1.4) will allow for tradeoffs between projects or even between municipalities. In order to demonstrate that a sector or a region is achieving net reductions overall, there would need to be feasible, funded, and mandatory requirements in place promoting an overall reduction scheme, in order for a project to result in nominal net increased GHG emissions.

Approach 2-based thresholds that capture larger portions of the new development GHG inventory (Thresholds 2.2 and 2.5) would promote growth that results in a smaller increase in GHG emissions; they may therefore be more supportable than thresholds that do not and that have a greater reliance on reductions in the existing economy (Thresholds

2.3, 2.4, and 2.6), especially in the next three to five years. With an established cumulative context that demonstrates overall net reductions, all threshold approaches could be effective in ensuring growth and development that significantly mitigates GHG emissions growth in a manner that will allow the CARB to achieve the emission reductions necessary to meet AB 32 targets. In that respect, all of these thresholds are supported by substantial evidence.

Evaluation of Non-Zero Threshold Options

Overarching issues concerning threshold development are reviewed below. Where appropriate, different features or application of the two conceptual approaches and the various options for thresholds under each conceptual approach described above are analyzed. The screening evaluation is summarized in Tables 4 (Approach 1) and 5 (Approach 2). The summary tables rate each threshold for the issues discussed below based on the level of confidence (low, medium or high) ascribed by J&S. The confidence levels relate to whether a threshold could achieve a particular attribute, such as emission reduction effectiveness. For example, a low emission reduction effectiveness rating means the threshold is not expected to capture a relatively large portion of the new development inventory.

As described above, Threshold 2.7 is not included in this evaluation because the data to develop an efficiency-based threshold has not been reviewed at this time and because this threshold is not considered feasible as an interim approach until more detailed inventory information is available across the California economy.

<u>What is the GHG Emissions Effectiveness of Different Thresholds?</u>

Effectiveness was evaluated in terms of whether a threshold would capture a large portion of the GHG emissions inventory and thus require mitigation under CEQA to control such emissions within the larger framework of AB 32. In addition, effectiveness was also evaluated in terms of whether a threshold would require relatively more or less GHG emissions reductions from the existing economy verses new development. This is presumptive that gains from the existing economy (through retrofits, etc.) will be more difficult and inefficient relative to requirements for new development.

Approach 1-based thresholds that require equivalent reductions relative to business-as-usual (Thresholds 1.1, 1.3, and 1.4) for both the existing and new economy will be less effective than thresholds that support lower-GHG intensity new development (Approach 1.2). However, since Approach 1-based thresholds do not establish a quantitative threshold below which projects do not have to mitigate, the market capture for new development is complete.

Approach 2-based thresholds can be more or less effective at capturing substantial portions of the GHG inventory associated with new development depending on where the quantitative or qualitative thresholds are set. Lower thresholds will capture a broader range of projects and result in greater mitigation. Based on the review of project data for

the select municipalities described in the Approach 2 section above, thresholds based on the CARB Reporting Threshold/Cap and Trade Entry Level (Threshold 2.4) or CEQA definitions of "Statewide, Regional or Areawide" projects (Threshold 2.6) will result in a limited capture of the GHG inventory. Lower quantitative or qualitative thresholds (Thresholds 2.1, 2.2 and 2.5) could result in capture of greater than 90 percent of new development.

Are the Different Thresholds Consistent with AB 32 and S-3-05?

Thresholds that require reductions compared to business-as-usual for all projects or for a large portion of new development would be consistent with regulatory mandates. In time, the required reductions will need to be adjusted from 2020 (AB 32) to 2050 (S-3-05) horizons, but conceptually broad identification of significance for projects would be consistent with both of these mandates. Thresholds that exclude a substantial portion of new development would likely not be consistent, unless it could be shown that other more effective means of GHG reductions have already been, or will be adopted, within a defined timeframe.

All Approach 1-based thresholds would be consistent with AB 32 and S-3-05 if it can be demonstrated that other regulations and programs are effective in achieving the necessary GHG reduction from the existing economy to meet the overall state goals.

Approach 2-based thresholds that include substantive parts of the new development GHG inventory (Thresholds 2.1, 2.2 and 2.5) will be more consistent with AB 32 and S-3-05 than those that do not (Thresholds 2.3, 2.4, and 2.6) unless it can be demonstrated that other regulations and programs are effective in achieving the necessary GHG reduction from the existing economy to meet the overall state goals.

What are the Uncertainties Associated with Different Thresholds?

All thresholds have medium to high uncertainties associated with them due to the uncertainty associated with the effectiveness of AB 32 implementation overall, the new character of GHG reduction strategies on a project basis, the immaturity of GHG reduction technologies or infrastructure (such as widespread biodiesel availability), and the uncertainty of GHG reduction effectiveness of certain technologies (such as scientific debate concerning the relative lifecycle GHG emissions of certain biofuels, for example).

In general, Approach 1-based thresholds have higher uncertainties than Approach 2 thresholds because they rely on a constantly changing definition of business-as-usual. Threshold 1.2, with its relatively smaller reliance on the existing economy for GHG reductions has relatively less uncertainty than other Approach 1 thresholds. Thresholds that spread mitigation more broadly (Thresholds 1.3 and 1.4) have less uncertainty by avoiding the need for every project to mitigate equally.

Approach 2 thresholds with lower quantitative (2.1 and 2.2) or qualitative (2.5) thresholds will have uncertainties associated with the ability to achieve GHG reductions

from small to medium projects. Approach 2 thresholds with higher quantitative (2.3, 2.4) or qualitative (2.6) thresholds will have uncertainties associated with the ability to achieve relatively larger GHG reductions from the existing economy.

What are Other Advantages/Disadvantages of the Different Thresholds?

Thresholds with a single project metric (Thresholds 1.1, 1.2, 2.1, 2.2, 2.3, 2.4, 2.5, and 2.6) will be easier to apply to individual projects and more easily understood by project applicants and lead agencies broadly. Thresholds that spread mitigation across sectors (1.3) or regions (1.4), while simple in concept, will require adoption of more complicated cross-jurisdictional reduction plans or evaluation of broad sector-based trends in GHG intensity reduction over time. Approach 1 options would require all projects to quantify emissions in order to determine needed reductions relative to business-as-usual (which will change over time as described above). Concepts that are unit-based (Threshold 2.5 and 2.6) will not result in thresholds that have equal amount of GHG emissions, and thus equity issues may arise.

Table 4: Non-Zero Threshold Evaluation Matrix – Approach 1

Approach 1	**1.1**	**1.2**	**1.3**	**1.4**
	28% - 33% Reduction from BAU by 2020 by Project	**50% Reduction from BAU by 2020 by Project**	**28% - 33% Reduction by 2020 by Sector**	**28% - 33% Reduction by 2020 by Region**
GHG Emissions Reduction Effectiveness	**Low** - Captures all new projects but relies on a high level of reductions from the existing economy.	**Medium** - Captures all new projects and has a more realistic level of reductions from the existing economy.	**Low** - Captures all new projects but relies on a high level of reductions from the existing economy.	**Low** - Captures all new projects but relies on a high level of reductions from the existing economy.
Economic Feasibility	**Low** - Some projects will not be able to afford this level of reduction without effective market-based mechanisms like offsets.	**Low** - Some projects will not be able to afford this level of reduction without effective market-based mechanisms like offsets.	**Medium** - Sectors as a whole will be better able to achieve reductions than individual projects.	**Low** - Some regions and newly developed areas may not be able to afford this level of reduction without effective market-based mechanisms like offsets.
Technical Feasibility	**Medium** - Some projects will not be able to achieve this level of reduction without effective market-based mechanisms like offsets	**Low** - Relatively larger set of projects will not be able to achieve this level of reduction without effective market-based mechanisms like offsets	**High** - Some projects will not be able to achieve this level of reduction without effective market-based mechanisms like offsets	**Medium** - Some regions and newly developed areas may not be able to afford this level of reduction without effective market-based mechanisms like offsets.
Logistical Feasibility	**Low** - Absent broader reductions strategies, each project may reinvent the wheel each time to achieve mandated reductions.	**Low** - Absent broader reductions strategies, each project may reinvent the wheel each time to achieve mandated reductions.	**Low** - Absent broader reductions strategies, each project may reinvent the wheel each time to achieve mandated reductions.	**Low** - Absent broader reductions strategies, each project may reinvent the wheel each time to achieve mandated reductions.
Consistency with AB-32 and S-03-05	**Medium** - Would require heavy reliance on command and control gains.	**High**	**Medium-High** - Would rely on command and control gains, but would allow sectoral flexibility.	**Medium-High** - Would rely on command and control gains, but would allow regional flexibility.
Cost Effectiveness	**Low** - Will require all types of projects to reduce the same regardless of the cost/ton of GHG reductions.	**Low** - Will require all types of projects to reduce the same regardless of the cost/ton of GHG reductions.	**Low/Medium** - Allows tradeoffs within sector between high and low cost reduction possibilities but not between sectors.	**Low/Medium** - Allows tradeoffs within region between high and low cost reduction possibilities, but not between regions.
Uncertainties	**High** - BAU changes over time. Ability to reduce GHG emissions from existing economy will take years to demonstrate. Ability to limit GHG emissions from other new development will take years to demonstrate.	**Medium/High** - BAU changes over time. Ability to limit GHG emissions from other new development will take years to demonstrate.	**High** - BAU changes over time. Ability to reduce GHG emissions from existing economy will take years to demonstrate. Ability to limit GHG emissions from other new development will take years to demonstrate.	**High** - BAU changes over time. Ability to reduce GHG emissions from existing economy will take years to demonstrate. Ability to limit GHG emissions from other new development will take years to demonstrate.
Other Advantages	Simple/easy to explain.	Simple/easy to explain.	Spreads mitigation broadly	Spreads mitigation broadly
Other Disadvantages	Requires all projects to quantify emissions.	Requires all projects to quantify emissions.	Requires all projects to quantify emissions.	Requires all projects to quantify emissions.

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Table 5: Non-Zero Threshold Evaluation Matrix – Approach 2

Approach 2	2.1	2.2	2.3	2.4	2.5	2.6
	Zero Threshold	**Quantitative (900 tons)**	**Quantitative CARB Reporting Threshold/Cap and Trade (25,000 tons/ 10,000 tons)**	**Quantitative Regulated Inventory Capture (~40,000 - 50,000 tons)**	**Qualitative Unit-Based Thresholds**	**Statewide, Regional or Areawide (CEQA Guidelines 15206(b)).**
GHG Emissions Reduction Effectiveness	**High** - Captures all sources.	**High** - Market capture at >90%. Captures diverse sources.	**Medium** - Moderate market capture.	**Low** - Low market capture.	**High** - Market capture at ~90%. Captures diverse sources; excl. smallest proj.	**Medium** - Moderate market capture. Excludes small and med. projects.
Economic Feasibility	**Low** - Early phases will be substantial change in BAU, esp. for smaller projects; may be infeasible to mitigate.	**Medium** - Early phases will be substantial change in BAU, esp. for smaller projects; may be infeasible to mitigate.	**High** - Large projects have greater ability to absorb cost.	**High** - Large projects have greater ability to absorb cost.	**Medium** - Early phases will be substantial change in BAU, esp. for smaller projects; may be infeasible to mitigate.	**High** - Large projects have greater ability to absorb cost.
Technical Feasibility	**Low** - Early phases will be substantial change in BAU, esp. for smaller projects; may be infeasible to mitigate.	**Medium** - Early phases will be substantial change in BAU, esp. for smaller projects; may be inefficient to mitigate.	**High** - Greater opportunities for multiple reduction approaches.	**High** - Greater opportunities for multiple reduction approaches.	**Medium** - Early phases will be substantial change in BAU, particularly for smaller projects may be inefficient to mitigate.	**High** - Greater opportunities for multiple reduction approaches.
Logistical Feasibility	**Low** - Unless fee or offset basis,very difficult to mitigate all projects.	**Medium** - BMPs broadly written to allow diversity; new req. will take time to integrate into new dev.	**High** - Less mitigation.	**High** - Less mitigation.	**Medium** - BMPs broadly written to allow diversity; new req. will take time to integrate into new dev.	**High** - Less mitigation.
Consistency with AB-32 and S-03-05	**High** - Market capture.	**High** - Market capture at >90%.	**Low** - Would rely on command and control success heavily.	**Low** - Would rely on command and control success heavily.	**Medium** - Need to demonstrate adequate market capture over time.	**Low** - Would rely on command and control success heavily.
Cost Effectiveness	**Low** - Will result in inefficient mitigation approaches. Efficiency will improve in time.	**Medium** - Emphasis is on new dev., req. for mitigation will result in inefficient mitigation approaches in early phases. Efficiency will improve in time.	**Medium** - Relies on command and control reductions for existing economy more heavily. With focus on larger projects, eff. of mitigation for new dev. high.	**Medium** - Relies on command and control reductions for existing economy more heavily. With focus on larger projects, eff. of mitigation for new dev. high.	**Medium** - Emphasis is on new dev.; req. for mitigation will result in inefficient mitigation approaches in early phases. Efficiency will improve in time.	**Medium** - Relies on command and control reductions for existing economy more heavily. With focus on larger projects, eff. of mitigation for new dev. high.
Uncertainties	**High** - Time to adapt for res. and comm.. sectors. Ability to mitigate without market-based mechanism for smaller projects unlikely.	**Medium/High** - Time to adapt for res. and comm.. sectors. Ability to mitigate without market-based mechanism for smaller projects uncertain.	**High** - Gains from command and control likely longer to be realized.	**High** - Gains from command and control likely longer to be realized.	**Medium/High** - Time to adapt for res. and comm.. sectors. Ability to mitigate without market-based mechanism for smaller projects uncertain.	**High** - Gains from command and control likely longer to be realized.
Other Advantages	Single threshold.	Single threshold. BMPs can be updated. Greenlist can be updated.	Single threshold. Does not change CEQA processing for most projects. CARB inventory = project inv.. All projects treated same.	Single threshold. Does not change CEQA processing for most projects. Follows established SIP practice.	BMPs can be updated. Greenlist can be updated. Unit-Based thresholds can be updated.	Existing guideline. Does not change CEQA processing for most projects. Endorsed by Cal. Chapter of the APA.
Other Disadvantages	Requires all projects to quantify emissions.	Requires nearly all projects to quantify emissions.			Sectoral projects have different GHG emis. Only largest projects to quantify emis.	Sectoral projects have different GHG emissions.

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Introduction

This chapter evaluates the availability of various analytical methods and modeling tools that can be applied to estimate the greenhouse gas emissions from different project types subject to CEQA. This chapter will also provide comments on the suitability of the methods and tools to accurately characterize a projects emissions and offer recommendations for the most favorable methodologies and tools available. Some sample projects will be run through the methodologies and modeling tools to demonstrate what a typical GHG analysis might look like for a lead agency to meet its CEQA obligations. The air districts retained the services of EDAW environmental consultants to assist with this effort.

Methodologies/Modeling Tools

There are wide varieties of discretionary projects that fall under the purview of CEQA. Projects can range from simple residential developments to complex expansions of petroleum refineries to land use or transportation planning documents. It is more probably than not, that a number of different methodologies would be required by any one project to estimate its direct and indirect GHG emissions. Table 10 contains a summary of numerous modeling tools that can be used to estimate GHG emissions associated with various emission sources for numerous types of project's subject to CEQA. The table also contains information about the models availability for public use, applicability, scope, data requirements and its advantages and disadvantages for estimating GHG emissions.

In general, there is currently not one model that is capable of estimating all of a project's direct and indirect GHG emissions. However, one of the models identified in Table 9 would probably be the most consistently used model to estimate a projects direct GHG emissions based on the majority of projects reviewed in the CEQA process. The Urban Emissions Model (URBEMIS) is designed to model emissions associated with development of urban land uses. URBEMIS attempts to summarize criteria air pollutants and CO_2 emissions that would occur during construction and operation of new development. URBEMIS is publicly available and already widely used by CEQA practitioners and air districts to evaluate criteria air pollutants emissions against air district-adopted significance thresholds. URBEMIS is developed and approved for statewide use by CARB. The administrative reasons for using URBEMIS are less important than the fact that this model would ensure consistency statewide in how CO_2 emissions are modeled and reported from various project types.

One of the shortfalls of URBEMIS is that the model does not contain emission factors for GHGs other than CO_2, except for methane (CH_4) from mobile-sources, which is converted to CO_2e. This may not be a major problem since CO_2 is the most important GHG from land development projects. Although the other GHGs have a higher global warming potential, a metric used to normalize other GHGs to CO_2e, they are emitted in far fewer quantities. URBEMIS does not calculate other GHG emissions associated with

off-site waste disposal, wastewater treatment, emissions associated with goods and services consumed by the residents and workers supported by a project. Nor does URBEMIS calculate GHGs associated with consumption of energy produced off-site. (For that matter, URBEMIS does not report criteria air pollutant emissions from these sources either).

Importantly, URBEMIS does not fully account for interaction between land uses in its estimation of mobile source operational emissions. Vehicle trip rates are defaults derived from the Institute of Transportation Engineers trip generation manuals. The trip rates are widely used and are generally considered worst-case or conservative. URBEMIS does not reflect "internalization" of trips between land uses, or in other words, the concept that a residential trip and a commercial trip are quite possibly the same trip, and, thus, URBEMIS counts the trips separately. There are some internal correction settings that the modeler can select in URBEMIS to correct for "double counting"; however, a project-specific "double-counting correction" is often not available. URBEMIS does allow the user to overwrite the default trip rates and characteristics with more project-specific data from a traffic study prepared for a project.

Residential, Commercial, Mixed-Use Type Projects/ Specific Plans

Direct Emissions

URBEMIS can be used to conduct a project-specific model run and obtain CO_2e emissions for area and mobile sources from the project, and convert to metric tons CO_2e. When a project-specific traffic study is not available, the user should consult with their local air district for guidance. Many air district staff are experienced practitioners of URBEMIS and can advise the lead agency or the modeler on how to best tailor URBEMIS default input parameters to conduct a project-specific model run. When a traffic study has been prepared for the project, the user must overwrite default trip length and trip rates in URBEMIS to match the total number of trips and vehicle miles traveled (VMT) contained in the traffic study to successfully conduct a project-specific model run. URBEMIS is recommended as a calculation tool to combine the transportation study (if available) and EMFAC emission factors for mobile-sources. Use of a project-specific traffic study gets around the main shortfall of URBEMIS: the lack of trip internalization. URBEMIS also provides the added feature of quantifying direct area-source GHG emissions.

Important steps for running URBEMIS

1. Without a traffic study prepared for the project, the user should consult with the local air district for direction on which default options should be used in the modeling exercise. Some air districts have recommendations in the CEQA guidelines.

2. If a traffic study was prepared specifically for the project, the following information must be provided:

a. Total number of average daily vehicle trips *or* trip-generation rates by land use type per number of units; and,

b. Average VMT per residential *and* nonresidential trip.

c. The user overwrites the "Trip Rate (per day)" fields for each land use in URBEMIS such that the resultant "Total Trips" and the "Total VMT" match the number of total trips and total VMT contained in the traffic study.

d. Overwrite "Trip Length" fields for residential and nonresidential trips in UBEMIS with the project-specific lengths obtained form the traffic study.

3. Calculate results and obtain the CO_2 emissions from the URBEMIS output file (units of tons per year [TPY]).

Indirect Emissions

URBEMIS does estimate indirect emissions from landscape maintenance equipment, hot water heaters, etc. URBEMIS does not however, provide modeled emissions from indirect sources of emissions, such as those emissions that would occur off-site at utility providers associated with the project's energy demands. The California Climate Action Registry (CCAR) Protocol v.2.2 includes methodology, which could be used to quantify and disclose a project's increase in indirect GHG emissions from energy use. Some assumptions must be made for electrical demand per household or per square foot of commercial space, and would vary based on size, orientation, and various attributes of a given structure. An average rate of electrical consumption for residential uses is 7,000 kilowatt hours per year per household and 16,750 kilowatt hours per thousand square feet of commercial floor space. Commercial floor space includes offices, retail uses, warehouses, and schools. These values have been increasing steadily over the last 20 years. Energy consumption from residential uses has increased due to factors such as construction and occupation of larger homes, prices of electricity and natural gas, and increased personal income allowing residents to purchase more electronic appliances. Commercial energy consumption is linked to factors such as vacancy rates, population, and sales.

The modeler will look up the estimated energy consumption for the project's proposed land uses under year of project buildout, or use the values given in the previous paragraph for a general estimate. The CCAR Protocol contains emission factors for CO_2, CH_4, and nitrous oxide. The "CALI" region grid serves most of the State of California. If a user has information about a specific utility provider's contribution from renewable sources, the protocol contains methodology to reflect that, rather than relying on the statewide average grid. The incremental increase in energy production associated with project operation should be accounted for in the project's total GHG emissions for inclusion in the environmental document.

The incremental increase in energy production associated with project operation should be accounted for in the project's total GHG emissions, but it should be noted that these emissions would be closely controlled by stationary-source control-based regulations and additional regulations are expected under AB 32. However, in the interest of disclosing project-generated GHG emissions and mitigating to the extent feasible, the indirect emissions from off-site electricity generation can be easily calculated for inclusion in the environmental document.

Example Project Estimates for GHG Emissions

Residential Project

Project Attributes:

- 68 detached dwelling units
- 15.9 acres
- 179 residents
- 0 jobs
- Located in unincorporated Placer County (PCAPCD jurisdiction)
- Analysis year 2009

As shown in Table 6, the project's direct GHG emissions per service population (SP) would be approximately 8 metric tons CO_2e/SP/year.

Table 6: Residential Project Example GHG Emissions Estimates

URBEMIS Output (Project Specific)	Metric Tons/Year CO_2e	Demographic Data	
Area-source emissions	251	Residents	179
Mobile-source emissions	1,044	Jobs	0
Indirect emissions (from CCAR Protocol)	174		
Total operational emissions	**1,469**	Service population	179
Operational emissions/SP	**8.2**		

Notes:
CO_2e = carbon dioxide equivalent; CCAR = California Climate Action Registry; SP = service population(see definition of service population below in discussion of Normalization/Service Population Metric).

Sources: EDAW 2007, ARB 2007b, CCAR 2007, CEC 2000

Commercial Project

Project Attributes:

- Free Standing Discount Superstore: 241 thousand square feet (ksf)
- 0 residents

- 400 jobs
- Located in the San Joaquin Valley Air Pollution Control District's (SJVAPCD) jurisdiction
- Analysis year 2009

Table 7: Commercial Project Example GHG Emissions Estimates

URBEMIS Output (Project Specific)	Metric Tons/Year CO_2e	Demographic Data	
Area-source emissions	464	Residents	0
Mobile-source emissions	13,889	Jobs	400
Indirect emissions (from CCAR Protocol)	1,477		
Total operational emissions	**15,830**	Service population	400
Operational emissions/SP	**39.6**		

Notes:
CO_2e = carbon dioxide equivalent; CCAR = California Climate Action Registry; SP = service population (see definition of service population below in discussion of Normalization/Service Population Metric).

Sources: EDAW 2007, ARB 2007b, CCAR 2007, CEC 2000

Specific Plan

If used traditionally with default trip rates and lengths, rather than project-specific (Traffic Analysis Zone-specific) trip rates and lengths, URBEMIS does not work well for specific plan or general plan-sized projects with multiple land use types proposed. However, in all instances, projects of these sizes (several hundred or thousand acres) would be accompanied by a traffic study. Thus, for large planning-level projects, URBEMIS can be used as a calculation tool to easily obtain project-specific mobile-source emissions. The user should follow the steps discussed above; wherein he/she overwrites the default ITE trip rates for each land use type with that needed to make total VMT match that contained in the traffic study. The URBEMIS interface is a simple calculator to combine the traffic study and EMFAC emissions factors for mobile-source CO_2.

Project Attributes:

- 985 acres
- Total dwelling units: 5,634
- Commercial/Mixed Use: 429 ksf
- Educational: 2,565 ksf
- 14,648 residents
- 3,743 jobs
- Located in Sacramento County (SMAQMD jurisdiction)
- Analysis year 2009

Table 8: Specific Plan Example GHG Emissions Estimates

URBEMIS Output (Project Specific)	Metric Tons/Year CO_2e	Demographic Data	
Area-source emissions	23,273	Residents	14,648
Mobile-source emissions	73,691	Jobs	3,743
Indirect emissions (from CCAR Protocol)	32,744		
Total operational emissions	**129,708**	Service population	18,391
Operational emissions/SP	**7.1**		

Notes:
CO_2e = carbon dioxide equivalent; CCAR = California Climate Action Registry; SP = service population (see definition of service population below in discussion of Normalization/Service Population Metric).

Sources: EDAW 2007, ARB 2007b, CCAR 2007, CEC 2000

The specific plan example, when compared to the residential or commercial examples, illustrates the benefit of a mixed-use development when you look at CO_2e emissions per resident or job (service population) metric (see definition of service population below in discussion of Normalization/Service Population Metric). Though this particular specific plan is not an example of a true jobs/housing balance, the trend is clear: accommodating residents and jobs in a project is more efficient than residents or jobs alone.

Stationary- and Area-Source Project Types

GHG emissions from stationary or area sources that require a permit to operate from the air district also contain both direct and indirect sources of emissions. Examples of these types of sources would be fossil fuel power plants, cement plants, landfills, wastewater treatment plants, gas stations, dry cleaners and industrial boilers. All air districts have established procedures and methodologies for projects subject to air district permits to calculate their regulated pollutants. It is anticipated that these same procedures and methodologies could be extended to estimate a permitted facility's GHG calculations. For stationary and area sources that do not require air district permits, the same methodologies used for permitted sources could be used in addition to URBEMIS and CCAR GRP to calculate GHG emissions from these facilities.

Wastewater Treatment Facilities

Direct GHG emissions associated with a proposed waste water treatment plant can be calculated using AP-42 emission factors from Chapter 4.3.5 Evaporative Loss Sources: Waste Water-Greenhouse Gases and the CCAR methodology. In general, most wastewater operations recover CH_4 for energy, or use a flare to convert the CH_4 to CO_2. There are many types of wastewater treatment processes and the potential for GHG emissions from different types of plants varies substantially. There is not one standard set of emission factors that could be used to quantify GHG emissions for a state

"average" treatment plant. Thus, research will need to be conducted on a case-by-case basis to determine the "Fraction Anaerobically Digested" which is a function of the type of treatment process. Indirect emissions from these facilities can be calculated using the CCAR energy use protocols and URBEMIS model for transportation emissions.

Solid Waste Disposal Facilities

Air districts will have emission estimate methodologies established for methane emissions at permitted landfills. In addition, EPA's Landfill Gas Emissions Model (LandGem) and the CCAR methodology could also be used to quantify GHG emissions from landfill off gassing; however, this model requires substantial detail be input. The model uses a decomposition rate equation, where the rate of decay is dependent on the quantity of waste in place and the rate of change over time. This modeling tool is free to the public, but substantial project detail about the operation of the landfill is needed to run the model. Indirect emissions from these facilities can be calculated using the CCAR energy use protocols and URBEMIS model for transportation emissions.

Construction Emissions

GHG emissions would occur during project construction, over a finite time. In addition, a project could result in the loss of GHG sequestration opportunity due primarily to the vegetation removed for construction. URBEMIS should be used to quantify the mass of CO_2 that would occur during the construction of a project for land development projects. Some construction projects would occur over an extended period (up to 20–30 years on a planning horizon for general plan buildout, or 5–10 years to construct a dam, for example). OFFROAD emission factors are contained in URBEMIS for CO_2 emissions from construction equipment. For other types of construction projects, such as roadway construction projects or levee improvement projects, SMAQMD's spreadsheet modeling tool, the Road Construction Emissions Model (RoadMod), should be used. This tool is currently being updated to include CO_2 emissions factors from OFFROAD.

The full life-cycle of GHG emissions from construction activities is not accounted for in the modeling tools available, and the information needed to characterize GHG emissions from manufacture, transport, and end-of-life of construction materials would be speculative at the CEQA analysis level. The emissions disclosed will be from construction equipment and worker commutes during the duration of construction activities. Thus, the mass emissions in units of metric tons CO_2e/year should be reported in the environmental document as new emissions.

General Plans

In the short-term, URBEMIS can be used as a calculation tool to model GHG emissions from proposed general plans, but only if data from the traffic study is incorporated into model input. The same methodology applied above in the specific plan example applies to general plans. The CCAR GRP can be used to approximate indirect emissions from

increased energy consumption associated with the proposed plan area. The same models and methodologies discussed previously for wastewater, water supply and solid waste would be used to estimate indirect emissions resulting from buildout of the general plan.

In the longer-term, more complex modeling tools are needed, which would integrate GHG emission sources from land use interaction, such as I-PLACE^{3}S or CTG Energetics' Sustainable Communities Custom Model attempt to do. These models are not currently available to the public and only have applicability in certain areas of the state. It is important that a tool with statewide applicability be used to allow for consistency in project treatment, consideration, and approval under CEQA.

Scenarios

At the general plan level, the baseline used for analyzing most environmental impacts of a general plan update is typically no different from the baseline for other projects. The baseline for most impacts represents the existing conditions, normally on the date the Notice of Preparation is released. Several comparative scenarios could be relevant, depending on the exact methodological approach and significance criteria used for GHG assessment:

- Existing Conditions. The GHG emissions associated with the existing, on-the-ground conditions within the planning area.

- 1990 conditions. The GHG emissions associated with the general plan area in 1990. This is relevant due to the state's AB 32 GHG emission reduction goals' benchmark year of 1990. The GHG-efficiency of 1990 development patterns could be compared to that of the general plan buildout.

- Buildout of the Existing General Plan. The GHG emissions associated with buildout of the existing general plan (without the subject update). This is the no project alternative for the purposes of general plan CEQA analysis.

- Buildout of the Updated General Plan. The GHG emissions associated with buildout of the general plan, as proposed as a part of the subject update. This would include analysis of any changes included as a part of the general plan update for the existing developed portions of the planning area. Many communities include redevelopment and revitalization strategies as a part of the general plan update. The general plan EIR can include assumptions regarding what level and type of land use change could be facilitated by infill and redevelopment. Many jurisdictions wish to provide future projects consistent with these land use change assumptions with some environmental review streamlining. In addition, many communities include transit expansions, pedestrian/bicycle pathway improvements, multi-modal facility construction, travel demand policies, energy efficiency policies, or other measures that could apply to the existing developed area, just as they may apply to any new growth

areas. Such policies could affect the overall GHG emissions of the built out general plan area.

- Increment between Buildout of Updated General Plan and Existing General Plan Area. There are many important considerations associated with the characterization of the impact of the General Plan update. The actual GHG emissions impact could be described as the difference between buildout under the existing and proposed land use plan (No-Build Alternative). However, the courts have held that an EIR should also analyze the difference between the proposed General Plan and the existing environment (*Environmental Planning & Information Council v. County of El Dorado* (EPIC) (1982) 131 Cal.App.3d 350). At the General Plan level, over the course of buildout, some new land uses are introduced, which could potentially add operational GHG emissions and potentially remove existing sequestration potential. Some properties become vacant and are not redeveloped. Other properties become vacant and then are redeveloped. Communities cannot pretend to understand fully in advance each component of land use change. The programmatic document is the preferred method of environmental analysis. Through this programmatic framework, communities develop buildout assumptions as a part of the General Plan that are normally used as a basis of environmental analysis. For certain aspects of the impact analysis, it becomes important not just to understand how much "new stuff" could be accommodated under the updated General Plan, but also the altered interactions between both "new" and "existing" land uses within the planning area. As addressed elsewhere, there are tools available for use in understanding land use/transportation interactions at the General Plan level. Without the GHG targets established by AB 32, a simple mass comparison of existing conditions to General Plan buildout might be appropriate.

However, within the current legal context, the GHG efficiency of the updated General Plan becomes the focus of analysis. Some options in this regard include:

- Estimate the GHG emissions associated with all the land uses included within the planning area upon buildout of the General Plan using no project specific information (regional, countywide, or statewide defaults). Estimate GHG emissions using project specific information from the transportation engineer, transportation demand policies, community design elements, energy efficiency requirements, wastewater treatment and other public infrastructure design changes, and other components. Compare these two calculations. Is the second calculation reduced by the percent needed to meet AB 32 goals compared to the first calculation?

- Estimate the GHG emissions associated with the 1990 planning area and the per-capita or per-service population GHG associated with the 1990 planning area. (Many communities are establishing GHG inventories using different tools). Estimate the GHG emissions associated with buildout of the proposed General Plan update and the resulting per-capita or per-service population GHG

emissions. Compare the two calculations. Is the General Plan buildout per-capita or per-service population level greater than the 1990 estimate?

Example General Plan Update: Proposed new growth area

Project Attributes:

- 10,050 single family dwelling units
- 652 multi-family dwelling units
- 136 acres parks
- 2,047 ksf commercial (regional shopping center)
- 2,113 ksf office
- 383 acres industrial park
- 31,293 new residents
- 4,945 new jobs
- Located in Stanislaus County (SJVAPCD jurisdiction)
- Analysis year 2025

Table 9: General Plan Example GHG Emissions Estimates

URBEMIS Output (Project Specific)	Metric Tons/Year CO_2e	Demographic Data	
Construction emissions	12,083*	Residents	31,293
Area-source emissions	45,708		
Mobile-source emissions	263,954	Jobs	4,945
Indirect emissions (from CCAR Protocol)	78,385		
Total operational emissions	**388,046**	Service population	36,238
Operational emissions/SP	**10.7**		

* Approximately 241,656 metric tons CO_2e total at general plan buildout (assumes 20-year buildout period). Construction emissions were not included in total operational emissions.
Notes:
CO_2e = carbon dioxide equivalent; CCAR = California Climate Action Registry; SP = service population (see definition of service population below in discussion of Normalization/Service Population Metric).
Sources: EDAW 2007, ARB 2007b, CCAR 2007, CEC 2000

Due to the programmatic level of analysis that often occurs at the general plan level, and potential for many relevant GHG emission quantities, it could be preferable to use a qualitative approach. Such an analysis could address the presence of GHG-reducing policy language in the general plan.

Three possible tiers of approaches to addressing GHG mitigation strategies, either as general plan policy, general plan EIR mitigation measures, or both, include:

- Forward planning
- Project toolbox
- Defer to GHG reductions plan

The three basic approaches are described below.

1. Bring reduction strategies into the plan itself. The most effective way for local jurisdictions to achieve GHG emissions reductions in the medium- and long-term is through land use and transportation policies that are built directly into the community planning document. This involves creating land use diagrams and circulation diagrams, along with corresponding descriptive standards, that enable and encourage alternatives to travel and goods movement via cars and trucks. The land use and circulation diagrams provide a general framework for a community where people can conduct their everyday business without necessarily using their cars. The overall community layout expressed as a part of the land use and circulation diagrams is accompanied by a policy and regulatory scheme designed to achieve this community layout. Impact fees, public agency spending, regulations, administrative procedures, incentives, and other techniques are designed to facilitate land use change consistent with the communities' overall vision, as expressed in policy and in the land use diagram. There are many widely used design principles that can be depicted in land use and circulation diagrams and implemented according to narrative objectives, standards, and policies:

- Connectivity. A finely-connected transportation network shortens trip lengths and creates the framework for a community where homes and destinations can be placed close in proximity and along direct routes. A hierarchical or circuitous transportation network can increase trip lengths and create obstacles for walking, bicycling, and transit access. This policy language would likely be found in the Circulation Element.

- Compactness. Compact development, by its nature, can increase the efficiency of infrastructure provision and enable travel modes other than the car. If communities can place the same level of activity in a smaller space, GHG emissions would be reduced concurrently with VMT and avoid unnecessary conversion of open space. This policy language would likely be found in the Land Use Element.

- Diversity. Multiple land use types mixed in proximity around central "nodes" of higher-activity land uses can accommodate travel through means other than a car. The character and overall design of this land use mix is, of course, different from community to community. This policy language would likely be found in the Land Use Element.

- Facilities. Pedestrian, bicycle, and public transportation improvements, planning, and programming are sometimes an afterthought. To get a more GHG-efficient mode share, safe and convenient bike lanes, pedestrian pathways, transit shelters, and other facilities are required to be planned along with the vehicular travel network. This policy language would likely be found in the Circulation Element.

- Redevelopment. One way to avoid GHG emissions is to facilitate more efficient and economic use of the lands in already-developed portions of a community. Reinvestment in existing neighborhoods and retrofit of existing buildings is appreciably more GHG efficient than greenfield development, and can even result in a net reduction in GHG emissions. This policy language would likely be found in the Conservation or Land Use Element.

- Housing and Employment. Most communities assess current and future economic prospects along with long-range land use planning. Part of the objective for many communities is to encourage the coalescence of a labor force with locally available and appropriate job opportunities. This concept is best known as "jobs-housing balance." This policy language would likely be found in the Housing Element.

- Planning Level Versus Project Level. For transportation-related GHG emissions that local governments can mitigate through land use entitlement authority, the overall community land use strategy and the overall transportation network are the most fruitful areas of focus. The reduction capacity of project-specific mitigation measures is greatly limited if supportive land use and transportation policies are lacking at the community planning level. The regional economic context, of course, provides an important backdrop for land use and transportation policy to address GHG emissions. Within this context, the general plan is the readily available tool for local governments to establish such land use and transportation strategies. This policy language would likely be found in the Land Use and Circulation Elements.

- Shipping Mode Shift. Locate shipping-intensive land uses in areas with rail access. Some modes of shipping are more GHG-intensive than others. Rail, for example, requires only about 15 to 25 percent of the energy used by trucks to ship freight equivalent distances and involves reduced transportation-related GHG emissions. Cities and counties have little direct control over the method of shipment that any business may choose. Nevertheless, as a part of the general planning process, cities and counties can address constraints on the use of rail for transporting goods. This policy language would likely be found in the Land Use and Circulation Elements.

2. Provide a "toolbox" of strategies after the project site has been selected. In addition to the examples of design principles that are built into the community planning process, communities can offer project applicants a range of tools to reduce GHG emissions. Mitigation strategies are elaborated in detail in Chapter 9.

3. Defer to General Plan implementation measure. Develop and implement a GHG Emissions Reduction Plan. Another option for local governments would be development of an implementation measure as a part of the general plan that outlines an enforceable GHG reduction program. Perhaps the most well known example of this approach is the result of California's Attorney General settlement of the lawsuit brought against San

Bernardino County. The County has agreed to create a 1990 GHG inventory and develop measures to reduce such emissions according to the state's overall goals. Other communities have pursued similar programs (i.e., the City of San Diego, Marin County). Along with the inventories, targets, and example reduction measures, these programs would include quantitative standards for new development; targets for reductions from retrofitting existing development; targets for government operations; fee and spending program for GHG reduction programs; monitoring and reporting; and other elements. The local government itself should serve as a model for GHG reduction plan implementation, by inventorying emissions from government operations and achieving emission reductions in accordance with the plan's standards. An optional climate change element could be added to contain goals, policies, and this implementation strategy, or this could belong in an optional air quality element.

Other Project Types

Air District Rules, Regulations and Air Quality Plans

Air district air quality plans, rules and regulations could have the potential to increase or decrease GHG emissions within their respective jurisdiction. In general, air district air quality plans, rules and regulations act to reduce ozone precursors, criteria air pollutant and toxic air contaminant emissions, which would almost always act to reduce GHG emissions simultaneously. However, this may not always be the case.

Air Quality Plans

Air districts will have to include GHG emissions analysis as part of their criteria air pollutant and toxic air contaminant air pollutant analysis when considering the adoption of air quality plans and their subsequent rules and regulations needed to implement the plans. Multiple models and methodologies will be needed to accomplish this analysis.

Regional Transportation Plans

Regional transportation plans would also need to be evaluated on a case-by-case basis to determine if a net increase or decrease in GHG emissions would occur. Complex interactions between the roadway network, operating conditions, alternative transportation availability (such as public transit, bicycle pathways, and pedestrian infrastructure), and many other independent parameters specific to a region should be considered. Regional transportation models exist to estimate vehicular emissions associated with regional transportation plans, which includes the ability to estimate GHG emissions.

Normalization/Service Population Metric

The above methodology would provide an estimate of the mass GHG emissions generated by a proposed project, which could be compared to a mass emission threshold. EDAW developed a methodology that would measure a project's overall GHG efficiency

in order to determine if a project is more efficient than the existing statewide average for per capita GHG emissions. The following steps could be employed to estimate the GHG-"efficiency," which may be more directly correlated to the project's ability to help obtain objectives outlined in AB 32, although it relies on establishment of an efficiency-based significance threshold. The subcommittee believes this methodology may eventually be appropriate to evaluate the long-term GHG emissions from a project in the context of meeting AB 32 goals. However, this methodology will need substantially more work and is not considered viable for the interim guidance presented in this white paper.

- Divide the total operational GHG emissions by the Service Population (SP) supported by the project (where SP is defined as the sum of the number of residents and the number of jobs supported by the project). This value should be compared to that of the projected statewide GHG emissions inventory from the applicable end-use sectors (electricity generation, residential, commercial/institutional, and mobile-source) in 1990 divided by the projected statewide SP for the year 2020 (i.e., AB 32 requirements), to determine if the project would conflict with legislative goals.

    - If the project's operational GHG/SP falls below AB 32 requirements, then the project's GHG emissions are less than cumulatively considerable.

    - If the project's operational GHG/SP exceed AB 32 requirements (a substantial contribution), then the project's GHG emissions would conflict with legislative requirements, and the impact would be cumulatively considerable and mitigation would be required where feasible.

- New stationary and area sources/facilities: calculate GHG emissions using the CCAR GRP. All GHG emissions associated with new stationary or area sources should be treated as a net increase in emissions, and if deemed significant, should be mitigated where feasible.

- Road or levee construction projects or other construction-only projects: calculate GHG emissions using the RoadMod, which will be updated to contain GHG emission factors from EMFAC and OFFROAD. All construction-generated GHG emissions should be treated as a net increase, and if deemed significant, should be mitigated to the extent feasible.

- Air District rulemaking or air quality management plan-type projects should be evaluated on a case-by-case basis for secondary impacts of increased GHG emissions generation. In most cases, the types of projects that act to reduce regional air pollution simultaneously act to reduce GHG emissions, and would be beneficial, but should be evaluated for secondary effects from GHG emissions.

- Regional transportation plans should also be evaluated on a case-by-case basis for potential to either reduce or increase GHG emissions from the transportation sector. EMFAC can be utilized to determine the net change in GHG emissions

associated with projected vehicle VMT and from operating speed changes associated with additional or alleviated congestion.

To achieve the goals of AB 32, which are tied to GHG emission rates of specific benchmark years (i.e., 1990), California would have to achieve a lower rate of emissions per unit of population and per unit of economic activity than it has now. Further, in order to accommodate future population and economic growth, the state would have to achieve an even lower rate of emissions per unit than was generated in 1990. (The goal to achieve 1990 quantities of GHG emissions by 2020 means that this will need to be accomplished in light of 30 years of population and economic growth in place beyond 1990.) Thus, future planning efforts that would not encourage new development to achieve its fair share of reductions in GHG emissions would conflict with the spirit of the policy decisions contained in AB 32, thus impeding California's ability to comply with the mandate.

Thus, if a statewide context for GHG emissions were pursued, any net increase in GHG emissions within state boundaries would be considered "new" emissions. For example, a land development project, such as a specific plan, does not necessarily create "new" emitters of GHG, but would theoretically accommodate a greater number of residents in the state. Some of the residents that move to the project could already be California residents, while some may be from out of state (or would 'take the place' of in-state residents who 'vacate' their current residences to move to the new project). Some may also be associated with new births over deaths (net population growth) in the state. The out-of-state residents would be contributing new emissions in a statewide context, but would not necessarily be generating new emissions in a global context. Given the California context established by AB 32, the project would need to accommodate an increase in population in a manner that would not inhibit the state's ability to achieve the goals of lower total mass of emissions.

The average net influx of new residents to California is approximately 1.4 percent per year (this value represents the net increase in population, including the net contribution from births and deaths). With population growth, California also anticipates economic growth. Average statewide employment has grown by approximately 1.1 percent over the last 15 years. The average percentage of population employed over the last 15 years is 46 percent. Population is expected to continue growing at a projected rate of approximately 1.5 percent per year through 2050. Long-range employment projection data is not available from the California Department of Finance (DOF) and can be extrapolated in different ways (e.g., linear extrapolation by percentage rate of change, percentage of population employed, mathematical series expansion, more complex extrapolation based on further research of demographic projections such as age distribution). Further study would be needed to refine accurate employment projections from the present to 2050. For developing this framework, employment is assumed to have a constant proportionate relationship with the state's population. The projected number of jobs is assumed to be roughly 46 percent of the projected population.

In light of the statewide context established by California law, consistency is most important for evaluating GHG emissions from projects. Thus, URBEMIS and the CCAR GRP are the recommended tools for quantification of GHG emissions from most project types in the short term. Over the long term, more sophisticated models that integrate the relationship between GHG emissions and land use, transportation, energy, water, waste, and other resources, and have similar application statewide would have better application to the problem, but may not currently be as accessible or as easily operable. I-PLACE^{3}S and CTG Energetics' Sustainable Communities Model (SCM) are two examples of such models that contain emission factors for GHGs, which could be refined to have applicability statewide and made available to CEQA practitioners. Other models are likely to be developed, given the importance of this issue.

Short-Term and Long-Term Methodologies

The following tools can be used to quantify a project's GHG emissions until tools that are more comprehensive become available statewide:

1. Land development projects: URBEMIS 2007 v. 9.2 and the CCAR GRP v. 2.2 (short-term); further development of I-PLACE^{3}S or CTG's Sustainable Communities Model (long-term).
2. New stationary and area sources/facilities: AP-42 Chapter 4.3, LandGem v. 3.02, and/or CCAR GRP v. 2.2.
3. Road or levee construction projects or other construction-only projects: RoadMod/OFFROAD 2007.

Ideally, I-PLACE^{3}S or CTG's Sustainable Communities Model would be expanded to apply to all regions of the state. These types of models use an integrated approach, which is the best approach for reasonably approximating the emissions that result from interaction between land uses, but neither is available to the public and would create consistency problems in reporting emissions from projects across the state if these were used today. However, a similar model with statewide applicability will likely be developed due to the importance of the issue.Table 10 Summary of Modeling Tools for Estimating GHG Emissions and Project Applicability

Table 10: Summary of Modeling Tools for GHG Emissions

Method/Tool Description	Availability	Applicability	Scope	Ease of Use	Data Input (Requirements and Guidance)	Data Output	Recommendation Comments	Advantages/ Disadvantages
URBEMIS 2007	*Public domain -Download (www.urbemis.com) free of charge*	*Land development and construction projects (construction, mobile- and area-source emissions)*	*Local*	*Fairly Easy*	*Land use information, construction and operational data and assumptions (e.g., jurisdiction, acres of land use type, year of operation, etc.)*	*Mobile-source Construction & Operational CO_2 (lb/day or tons/year)*	*-Recommended for land use development and construction projects -Also recommended for net change in land use (zoning changes)*	*-Does not quantify indirect emissions from energy consumption or other GHGs (except methane from mobile-sources) -Free, available to public, and applicable statewide -Widely used for assessment of other air quality impacts*
California Climate Action Registry General Reporting Protocol v. 2.2	*Public guidance document*	*Indirect emissions from land development projects, stationary- and area-source facilities regulated under AB 32*	*State*	*Easy*	*Energy consumption*	*CO_2e (Metric tons/year)*	*-Recommended for indirect emissions from energy consumption for land use development projects, and for new stationary- or area- sources to be regulated*	*-Contains emission factors for CH_4 and N_2O in addition to CO_2 -Does not contain emission factors broken down by utility provider (statewide average grid only)*
Clean Air and Climate Projection (CACP) Software	*Public agencies (members of ICLEI, NACAA, or similar)*	*Local governments used for emissions inventories*	*Local*	*N/A*	*Energy usage, waste generation/disposal transportation*	*CO_2e (tons/year)*	*-Recommended for inventories of local government entities activities (must be a member of affiliated agency or group)*	*-Not available to public*
CTG Sustainable Communities Model	*Custom model*	*Land development*	*Regional, scalable*	*N/A*	*Land use information, operational (mobile, energy, economic, infrastructure) assumptions*	*CO_2e (tons/year)*	*-An integrated and comprehensive modeling tool, but cannot obtain*	*-Not available to public*

Method/Tool Description	Availability	Applicability	Scope	Ease of Use	Data Input (Requirements and Guidance)	Data Output	Recommendation Comments	Advantages/ Disadvantages
I-PLACE^{3}S	*Access fee through local COG* *Only available for eight California counties*	*Land use change*	*Regional, scalable*	*Fairly Easy*	*Parcel information*	*CO_2 (lb/day or tons/year)*	*-Recommended for land use development projects and land use changes* *-Especially good for general plans*	*-Not freely available to public* *-Not applicable statewide* *-Actually provides insight into land use interaction* *-Can include very specific project attributes* *-Trip rates are from behavioral survey data, instead of ITE*
EMFAC 2007	*Public domain*	*On-road mobile-sources*	*Statewide, regional*	*Fairly Easy*	*Vehicle fleet information*	*CO_2 (grams/mile)*	*-Not recommended for most projects (URBEMIS preferred)* *-Could be used for certain Air District Rulemaking applications*	*-Can compare emissions based on speed-distribution* *-Emission factors contained in URBEMIS* *-Not a stand-alone model*
OFFROAD 2007	*Public domain*	*Off-road mobile sources (construction equipment)*	*Statewide, regional*	*Fairly Easy*	*Construction fleet information*	*CO_2 (lb/day)*	*-Not recommended (URBEMIS preferred)* *-could be used for certain Air District Rulemaking applications (re: construction equipment)*	*-Emission factors contained in URBEMIS*
RoadMod (to be updated to include CO_2)	*Public domain*	*Off-road and on-road mobile sources (construction equipment and material haul trucks)*	*Statewide*	*Easy*	*Construction information*	*CO_2 (lb/day or tons/project)*	*-Recommended for construction-only projects (linear in nature; i.e., levees, roads, pipelines)*	*-To be updated to support emissions factors from OFFROAD 2007*

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Method/Tool Description	Availability	Applicability	Scope	Ease of Use	Data Input (Requirements and Guidance)	Data Output	Recommendation Comments	Advantages/ Disadvantages
DTIM	*Public domain*	*On-road mobile-sources*	*Statewide, regional*	*Difficult (consists of a series of three programs and requires input files from traffic and emissions modeling)*	*-EMFAC files* *-Traffic model output files (e.g., link, interzonal, and trip end data)* *-User options file* *-Optional files*	*CO_2 (tons/year)*	*-Not recommended*	*-Not updated to support EMFAC 2007 emission factors* *-Input files include output files from regional transportation models which more accurately reflect VMT*
Southeast Climate Change Partnership Spreadsheet Model (UK)	*Public domain http://www.climatesoutheast.org.uk/*	*UK Local government/ agencies/ organizations used for emissions inventories*	*Local, county, regional*	*Fairly easy*	*Energy usage, waste generation/disposal, transportation*	*CO_2 (tonnes/year)*	*-Not recommended for use in California, but could be a valuable source for building an applicable spreadsheet model*	*-Applicability for UK, but could be updated with CA-specific emission factors*
EPA AP-42; Evaporation Loss Sources Chapter 4.3.5	*Public reference document*	*GHG emissions from waste water treatment facilities*	*Facility level*	*Easy equation; substantial research needed to use*	*Biochemical oxygen demand (BOD) loading, Fraction anaerobically digested*	*CH4 (lb/year)*	*-Recommended for Publicly owned treatment works (POTW) projects*	*-Substantial research needed to determine the "fraction anaerobically digested" parameter, which is dependent on the type of treatment plant/process*
LandGem v. 3.02	*Public domain http://www.epa.gov/ttn/catc/dir1/landgem-v302.xls*	*GHG emissions from anaerobic decomposition associated with landfills*	*Facility Level*	*Moderate*	*Solid waste processing, year of analysis, lifetime of waste in place*	*CO_2, CH_4 (Mega grams/year)*	*-Recommended for landfill emissions*	*-Emission rates change dependent on years of decomposition, waste in place rates of change.* *-Complex decomposition rate equation, but good first approximation*

Method/Tool Description	Availability	Applicability	Scope	Ease of Use	Data Input (Requirements and Guidance)	Data Output	Recommendation Comments	Advantages/ Disadvantages
CARROT	*Registry members*	*Stationary source emissions, vehicle fleet mobile sources*	*Facility level*	*Moderate*	*Facility-specific information*	*All GHGs*	*-Recommended for reporting facilities under AB 32 and for indirect emissions from energy consumption (CCAR Protocol)*	*-Estimates all GHGs and normalizes to CO_2e* *-Not publicly available*

Notes:

GHG = greenhouse gas; AB = assembly bill; CO_2e = carbon dioxide equivalent; CH_4 = methane; N_2O = nitrous oxide; COG = council of governments ; ITE = Institute of Transportation Engineers; CCAR = California Climate Action Registry

Source: Data compiled by EDAW and the California Air Pollution Control Officers Association in 2007

Introduction

This chapter (and Appendix B) identifies existing and potential mitigation measures that could be applied to projects during the CEQA process to reduce a project's GHG emissions that would be identified using the analytical methodologies included in this white paper. The Subcommittee retained the services of EDAW to assist with this effort. EDAW performed a global search of mitigation measures currently in practice and under study that would reduce GHG emissions.

Table 16 (Appendix B) provides a brief description of each measure along with an assessment of their feasibility (from a standpoint of economical, technological, and logistical feasibility, and emission reduction effectiveness), and identifies their potential for secondary impacts to air quality. During the global search performed, EDAW also took note of GHG reduction strategies being implemented as rules and regulation (e.g., early action items under AB 32), which are summarized in Table 18 (Appendix C). It is important to note that though compliance with such would be required by regulation for some sources, such strategies may be applicable to other project and source types.

The recurring theme that echoes throughout a majority of these measures is the shift toward New Urbanism, and research has consistently shown that implementation of Neotraditional Development techniques reduces VMT and associated emissions. The material reviewed assessed reductions from transportation-related measures (e.g., bicycle, pedestrian, transit, and parking) as a single comprehensive approach to land use. This comprehensive approach focuses on development design criteria conducive to enhancing alternate modes of transportation, including transit, walking, and bicycling. Transportation Demand Management (TDM) programs are viewed as a mechanism to implement specific measures. TDM responsibilities may include offering incentives to potential users of alternative modes of transportation and monitoring and reporting mode split changes.

The comprehensive approach makes it more difficult to assess reductions attributable to each measure. Nevertheless, there is a strong interrelationship between many of the measures, which justifies a combined approach. Consider the relationship between bike parking nonresidential, bike parking residential, endtrip facilities, and proximity to bike path/bike lane measures. In reality, these measures combined act as incentives for one individual to bike to work, while implementation of a single measure without the others reduces effectiveness.

The global nature of GHG emissions is an important feature that enables unique mitigation: abatement. When designing a project subject to CEQA, the preferred practice is first to avoid, then to minimize, and finally to compensate for impacts. Where the impact cannot be mitigated on-site, off-site mitigation is often and effectively implemented in several resource areas, either in the form of offsetting the same impact or preserving the resource elsewhere in the region. Frequently, mitigation fee programs or funds are established, where the proponent pays into the program and fees collected

throughout the region or state are used to implement projects that, in turn, proportionately offset the impacts of the projects to the given resource. It may be more cost-effective to reduce as much GHG on-site as feasible (economically and technologically). Then the proponent would pay into a "GHG retrofit fund" to reduce equivalent GHG emissions off-site. In contrast to regional air pollutant offset programs such as the Carl Moyer Program, it matters greatly where reductions of ozone precursors occur, as ozone affects regional air quality. The GHG retrofit fund could be used to provide incentives to upgrade older buildings and make them more energy efficient. This would reduce demand on the energy sector and reduce stationary source emissions associated with utilities. This program has been successfully implemented in the United Kingdom where developments advertise "carbon neutrality." Of course, some GHG emissions occur associated with operation of the development, but the development would offset the remainder of emissions through off-site retrofit. Avoiding emissions that would otherwise continue to occur at existing development would be a unique opportunity for mitigation of GHG emissions. Reduction of GHG emissions also may have important side benefits including reduction of other forms of pollution.

Depending on the significance threshold concept adopted, projects subject to the CEQA process would either qualitatively or quantitatively identify the amount of GHG emissions associated with their project using the analytical methodologies identified in the previous chapter. The analysis would then apply the appropriate number of mitigation measures listed in Appendix B to their project to reduce their GHG emissions below the significance level. Calculating the amount of GHG emission reductions attributable to a given mitigation measure would require additional research. The examples below illustrate how a project would be mitigated using this approach.

Residential Project Example

Project Attributes:

- 68 detached dwelling units
- 15.9 acres
- Located in unincorporated Placer County PCAPCD jurisdiction)
- Assume URBEMIS defaults for a rural project in Placer County, in absence of a traffic study (This is contrary to the recommendations contained under Task 1; a traffic study is necessary to asses project-specific GHG emissions).
- Analysis year 2009

Table 11: Residential Project Example GHG Emissions Estimates with Mitigation

URBEMIS Output (Unmitigated)	Metric Tons/Year CO_2e	URBEMIS Output (Mitigated)	Metric Tons/Year CO_2e	Percent Reduction
Area-source emissions	252	Area-source emissions	215	14.6
Mobile-source emissions	1,047	Mobile-source emissions	916	12.5
Total direct operational emissions (area + mobile)	1,299	Total operational emissions (area + mobile)	1,131	12.9

Notes:
CO_2e = carbon dioxide equivalent

Sources: Data compiled by EDAW in 2007

Using URBEMIS 2007 and assuming the project would implement the mitigation measures listed below, yearly project-generated emissions of CO_2e would be reduced by approximately 13 percent. Implementation of the following mitigation measures is assumed:

- 100 housing units within one-half-mile radius of project's center, including this project's 68 residential units;
- provision of 80 jobs in the study area;
- retail uses present with one-half-mile radius of project's center;
- 10 intersections per square mile;
- 100% of streets with sidewalks on one side;
- 50% of streets with sidewalks on both sides;
- 30% of collectors and arterials with bike lanes, or where suitable, direct parallel routes exist;
- 15% of housing units deed restricted below market rate;
- 20% energy efficiency increase beyond Title 24; and
- 100% of landscape maintenance equipment electrically powered and electrical outlets in front and rear of units.

Example Project Methodology and Mitigation

Table 12 –Residential Projects Example Methodology and Mitigation

Source	Methodology	Mitigation
Direct Emissions		
Construction	URBEMIS (OFFROAD emission factors)	MM C-1→MM C-4
Mobile Sources	URBEMIS (EMFAC emission factors)	MM T-3→MM T-8, MM T-10→ MM T-14, MM T-16, MM T-19→ MM T-21 MM D-2→MM D-8, MM D-10→ MM D-15, MM D-17 MM S-1→MM S-2 MM M-1→MM M-2
Area Sources	URBEMIS	MM D-13→MM D-15, MM D-17 MM E-1→MM E-8, MM E-10, MM E-12→MM E-23 MM S-1→MM S-2 MM M-1→MM M-2
Indirect Emissions		
Energy Consumption	CCAR GRP & CEC	

Table 13 –Commercial Projects Example Methodology and Mitigation

Source	Methodology	Mitigation
Direct Emissions		
Construction	URBEMIS (OFFROAD emission factors)	MM C-1→MM C-4
Mobile Sources	URBEMIS (EMFAC emission factors)	MM T-1→MM T-2, MM T-4→ MM T-15, MM T-17→MM T-21 MM D-1→MM D-3, MM D-5→ MM D-6, MM D-10, MM D-12, MM D-14→MM D-17 MM E-24 MM S-1→MM S-2 MM M-1→MM M-2
Area Sources	URBEMIS	MM D-14→MM D-17 MM E-1, MM E-4→MM E-13, MM E-16→MM E-24 MM S-1→MM S-2 MM M-1→MM M-2
Indirect Emissions		
Energy Consumption	CCAR GRP & CEC	

Table 14 –Specific Plans Example Methodology and Mitigation

Source	Methodology	Mitigation
Direct Emissions		
Construction	URBEMIS (OFFROAD emission factors)	MM C-1→MM C-4
Mobile Sources	Short-term: URBEMIS (EMFAC emission factors). Long-term: I-PLACE^{3}S/CTG SCM	MM T-1→MM T-21 MM D-1→MM D-12, MM D-18→ MM D-19 MM E-24 MM S-1→MM S-2 MM M-1→MM M-2
Area Sources	Short-term: URBEMIS (EMFAC emission factors). Long-term: I-PLACE^{3}S/CTG SCM	MM D-13→MM D-19 MM E-1→MM E-24 MM S-1→MM S-2 MM M-1→MM M-2
Indirect Emissions		
Energy Consumption	Short-term: CCAR GRP & CEC. Long-term: I-PLACE^{3}S/CTG SCM	

General Plans

- Include a general plan policy to reduce emissions within planning area to a level consistent with legislative requirements.
- Implementation strategies include preparation of a GHG reduction plan.
- Projects consistent with a general plan could be responsible for complying with such a policy.

Table 15 –General Plans Example Methodology and Mitigation

Source	Methodology	Mitigation
Direct Emissions		
Construction	URBEMIS (OFFROAD emission factors).	MS G-1 MM G-15
Mobile Sources	Short-term: URBEMIS (EMFAC emission factors). Long-term: I-PLACE^{3}S/CTG SCM	MS G-1 MS G-2→MS C-7, MS G-9, MS G-12, MS-13→MS-14, MS-16→MS-23
Area Sources	Short-term: URBEMIS (EMFAC emission factors). Long-term: I-PLACE^{3}S/CTG SCM	MS G-1 MS G-8→MS C-11, MS G-134, MS G-12, MS-15, MS-17, MS-22
Indirect Emissions		
Energy Consumption	Short-term: CCAR GRP & CEC. Long-term: I-PLACE^{3}S/CTG SCM	

Other Project Types

Air District Rules and Regulations

Air district rules and regulations could have the potential to increase or decrease GHG emissions within the respective jurisdiction. In general, air district rules and regulations act to decrease criteria air pollutant or toxic air contaminant emissions, which would usually act to reduce GHG emissions simultaneously. However, this may not always be the case and air district rules and regulations could address emissions from a large variety of different source types. Reductions of GHG emissions associated with implementation of applicable mitigation, which could also vary greatly, would need to be evaluated on a case-by-case basis. However, once applicable mitigation measures are identified, percent reductions based on the best available research to date, such as those specified in Table 15, could be applied to determine mitigated emissions.

Air Quality Plans

Similarly to air district rules and regulations, air quality plans could have the potential to increase or decrease GHG emissions because of criteria air pollutant reduction strategies. In general, strategies implemented by air districts to reduce criteria air pollutants also act to reduce GHG emissions. However, this may not always be the case. Reductions of GHG emissions associated with implementation of applicable mitigation would need to be evaluated on a case-by-case basis. The methodology identified above for determining whether the strategies contained within the GHG reduction plan would adhere to the level specified in general plan policy could also be used to determine the reductions associated with CAP strategies.

Regional Transportation Plans

Regional transportation plans and reductions of GHG emissions associated with implementation of applicable mitigation would also need to be evaluated on a case-by-case basis to determine if a net increase or decrease in GHG emissions would occur. Complex interactions between the roadway network, operating conditions, alternative transportation availability (such as public transit, bicycle pathways, and pedestrian infrastructure), and many other independent parameters specific to a region should be considered. EMFAC 2007 can be used with VMT from the RTP to create an inventory of GHG emissions. Reductions associated with implementation of applicable measures contained in Table 16 could be accomplished by accounting for VMT reductions in the traffic model.

Many states, counties, and cities have developed policies and regulations concerning greenhouse gas emissions that seek to require or promote reductions in GHG emissions through standards for vehicle emissions, fuels, electricity production/renewables, building efficiency, and other means. However, we could only identify three public agencies in the United States that are considering formally requiring the analysis of greenhouse gas emissions and climate change for development projects during their associated environmental processes. There may be others, but they were not identified during research conducted during preparation of this paper.

The following is a summary of those three efforts.

Commonwealth of Massachusetts - MEPA Greenhouse Gas Emissions Policy and Protocol

The Massachusetts Executive Office of Energy and Environmental Affairs (EEA) has determined that the phrase "damage to the environment" as used in the Massachusetts Environmental Policy Act (MEPA) includes the emission of greenhouse gases caused by projects subjects to MEPA Review. EEA has published a Greenhouse Gas Emissions Policy (GGEP) to fulfill the statutory obligation to take all feasible measurers to avoid, minimize or mitigate damage to the environment.

The GGEP concerns the following projects only:

- The Commonwealth or a state agency is the proponent;
- The Commonwealth or a state agency is providing financial assistance;
- The project is privately funded, but requires an Air Quality Permit from the department of Environmental Protection;
- The project is privately funded, but will generate:
    - 3,000 or more new vehicle trips per day for office projects;
    - 6,000 or more new vehicle trips per day for mixed use projects that are 25% or more office space; or
    - 10,000 or more new vehicle trips per day for other projects.

As a comparison, the trip generation amounts correspond as follows:

- 3,000 vehicle trips per day = approximately 250,000 square foot office development;
- 6,000 or more new vehicle trips per day for mixed use projects that are 25% or more office space = if 25% office space, then equivalent to approximately 130,000 square feet of office and either 100,000 square feet of retail or 450 single-family residential units or some combination thereof.
- 10,000 or more new vehicle trips per day = approximately 1,000 single family residential units or 250,000 square feet retail.

The draft policy states it is not intended to create a numerical GHG emission limit or a numerical GHG emissions reduction target, but rather to ensure that project proponents and reviewers have considered the GHG emissions impacts of their projects and taken all feasible means and measure to reduce those impacts.

The draft policy notes that some projects within these categories will have little or no greenhouse gas emission and the policy will not apply to such projects. EEA intends to identify in the scoping certificate whether a project falls within this *de minimis* exception.

The GGEP requires qualifying projects to do the following:

- to quantify their GHG emissions;
- identify measures to minimize or mitigate such emissions;
- quantify the reduction in emissions and energy savings from mitigation.

Emissions inventories are intended to focus on carbon dioxide, but analysis of other GHGs may be required for certain projects. EEA will require analysis of direct GGH emissions and indirect (electricity and transportation) emissions. The GGEP references the protocols prepared by the World Resource Institute as guidance for inventory preparation.

The policy is still in draft form, but the comment period closed on August 10, 2007.

King County, Washington - Executive Order on the Evaluation of Climate Change Impacts through the State Environmental Policy Act (SEPA)

On June 27, 2007, the King County Executive Ron Sims directed all King County Departments, as follows:

> *"...effective September 1, 2007 to require that climate impacts, including, but not limited to those pertaining to greenhouse gases, be appropriately identified and evaluated when such Departments are acting as the lead agency in reviewing the environmental impacts of private or public proposals pursuant to the State Environmental Policy Act".*

The Executive Order does not define what a "climate impact" is. Based on statements of the County Deputy Chief of Staff[*]

- County agencies will ask project proponents to supply information on transportation, energy usage and other impacts of proposed projects using the County's existing SEPA checklist.

[*] Marten Law Group: Environmental News, August 1, 2007, "King County (WA) First in Nation to Require Climate Change Impacts to be Considered During Environmental Review of New Projects".

- There is no current plan to require project proponents to take action to mitigate the impacts identifies.
- Development of emissions thresholds and mitigation requirements will be undertaken in connection with the County's upcoming 2008 update of its Comprehensive Plan.

Sacramento Metropolitan Air Quality Management District

The Sacramento Metropolitan Air Quality Management District released an interim guidance on addressing climate change in CEQA documents on September 6, 2007. While very general in nature, the District recommends that CEQA environmental documents include a discussion of anticipated GHG emissions during both the construction and operation phases of the project. This includes assessing the GHG emissions from projects (using readily available models) to determine whether a project may have a significant impact. If so, then the District recommends addressing all of the District's GHG mitigation measures (drawn from comments made by the California Attorney General) – with explanations on how the mitigation will be implemented or providing rationale for why a measure would be considered infeasible. The District provides assistance to agencies in their analysis of GHG emissions and the applicability of specific mitigation measures. The District's guidance can be found at: http://64.143.64.21/climatechange/ClimateChangeCEQAguidance.pdf

Mendocino Air Quality Management District – CEQA Guidelines

The Mendocino AQMD updated its "Guidelines for Use During Preparation of Air Quality Impacts in EIRs or Mitigated Negative Declarations" in May 2007. The guidelines call for preparing estimates of the increased emissions of air contaminations (including GHG) for projects.

The guidelines state that GHG emissions should be presumed to have a significant impact if CO emissions from District-approved modeling exceed either of the following:

- 80% of the level defined as significant for stationary sources in Regulation1, Rule 130 (s2) of the District (which is 550 lbs/day for CO, meaning a threshold of 440 lbs/day for CO for stationary sources); or
- levels established in District Regulation 1 Rule 130 (i2) for indirect sources (which is 690 lbs/day for CO for indirect sources).

If an average passenger vehicle emits 22 grams of CO/mile and 0.8 lb/mile of CO_2, then the 690-lb/day threshold for CO corresponds to approximately 11,400 lb/day CO_2 threshold for passenger vehicle-related emissions. If one assumes that the average passenger vehicle goes 12,500 miles/year (about 35 miles/day), then this is a threshold equivalent to about 420 vehicles. Using an average in California of about 1.77 vehicles/household, this would correspond to about 250 households/dwelling units.

Appendix A

Relevant Citations

Citations from the Public Resources Code (Division 13, §21000 et seq.) as amended through January 1, 2005.

Public Resources Code – Section 21004, MITIGATING OR AVOIDING A SIGNIFICANT EFFECT; POWERS OF PUBLIC AGENCY:
"In mitigating or avoiding a significant effect of a project on the environment, a public agency may exercise only those express or implied powers provided by law other than this division. However, a public agency may use discretionary powers provided by such other law for the purpose of mitigating or avoiding a significant effect on the environment subject to the express or implied constraints or limitations that may be provided by law."

Public Resources Code – Section 21082.2, SIGNIFICANT EFFECT ON ENVIRONMENT; DETERMINATION; ENVIRONMENTAL IMPACT REPORT PREPARATION:
(a) The lead agency shall determine whether a project may have a significant effect on the environment based on substantial evidence in light of the whole record.
(b) The existence of public controversy over the environmental effects of a project shall not require preparation of an environmental impact report if there is no substantial evidence in light of the whole record before the lead agency that the project may have a significant effect on the environment.
(c) Argument, speculation, unsubstantiated opinion or narrative, evidence which is clearly inaccurate or erroneous, or evidence of social or economic impacts which do not contribute to, or are not caused by, physical impacts on the environment, is not substantial evidence. Substantial evidence shall include facts, reasonable assumptions predicated upon facts, and expert opinion supported by facts.
(d) If there is substantial evidence, in light of the whole record before the lead agency, that a project may have a significant effect on the environment, an environmental impact report shall be prepared.
(e) Statements in an environmental impact report and comments with respect to an environmental impact report shall not be deemed determinative of whether the project may have a significant effect on the environment.

Citations from the Guidelines for California Environmental Quality Act, CCR, Title 14, Division 6 (§15000 et seq.) as amended through July 27, 2007.

AG=Attorney General; ARB=California Air Resources Board; ASTM=American Society for Testing and Material; BAAQMD=Bay Area Air Quality Management District; BEES= Building for Environmental and Economic Sustainability; CA=California; Caltrans=California Department of Transportation; CAPs=Criteria Air Pollutants; CCAP=Center for Clean Air Policy; CF=Connectivity Factor; CIWMB=California Integrated Waste Management Board; CO= Carbon Monoxide; CO_2=Carbon Dioxide; DGS=Department of General Services; DOE=U.S. Department of Energy; DPF=Diesel particulate Filter; E85=85% Ethanol; EERE=Energy Efficiency and Renewable Energy; EOE=Encyclopedia of Earth; EPA=U.S. Environmental Protection Agency; ETC=Edmonton Trolley Coalition; EVs/CNG=Electric Vehicles/Compressed Natural Gas; FAR=Floor Area Ratio; GHG=Greenhouse Gas; ITE=Institute of Transportation Engineers; kg/m^2=kilogram per square meter; km=Kilometer; lb=pound; LEED=Leadership in Energy and Environmental Design; M=Million; NA=Not Available; NEV=Neighborhood Electric Vehicle; NIST=National Institute of Standards and Technology; NO_X=Oxides of Nitrogen; NREL=National Renewable Energy Laboratory; N/S=North/South; PG&E=Pacific Gas and Electric; PM=Particulate Matter; SJVAPCD=San Joaquin Valley Air Pollution Control District; SMAQMD=Sacramento Metropolitan Air Quality Management District; SMUD=Sacramento Municipal Utilities District; SO_x=Sulfur Oxides; SRI=Solar Reflectance Index; TACs=Toxic Air Contaminants; TDM=Transportation Demand Management; TMA=Transportation Management Association; THC=Total Hydrocarbon; ULEV=Ultra Low Emission Vehicle; USGBC=U.S. Green Building Council; and VTPI=Victoria Transit Policy.

State CEQA Guidelines – Section 15064, DETERMINING THE SIGNIFICANCE OF THE ENVIRONMENTAL EFFECTS CAUSED BY A PROJECT:

(a) Determining whether a project may have a significant effect plays a critical role in the CEQA process.

(1) If there is substantial evidence, in light of the whole record before a lead agency, that a project may have a significant effect on the environment, the agency shall prepare a draft EIR.

(2) When a final EIR identifies one or more significant effects, the Lead Agency and each Responsible Agency shall make a finding under Section 15091 for each significant effect and may need to make a statement of overriding considerations under Section 15093 for the project.

(b) The determination of whether a project may have a significant effect on the environment calls for careful judgment on the part of the public agency involved, based to the extent possible on scientific and factual data. An ironclad definition of significant effect is not always possible because the significance of an activity may vary with the setting. For example, an activity which may not be significant in an urban area may be significant in a rural area.

(c) In determining whether an effect will be adverse or beneficial, the Lead Agency shall consider the views held by members of the public in all areas affected as expressed in the whole record before the lead agency. Before requiring the preparation of an EIR, the Lead Agency must still determine whether environmental change itself might be substantial.

(d) In evaluating the significance of the environmental effect of a project, the Lead Agency shall consider direct physical changes in the environment which may be caused by the project and reasonably foreseeable indirect physical changes in the environment which may be caused by the project.

(1) A direct physical change in the environment is a physical change in the environment which is caused by and immediately related to the project. Examples of direct physical changes in the environment are the dust, noise, and traffic of heavy equipment that would result from construction of a sewage treatment plant and possible odors from operation of the plant.

(2) An indirect physical change in the environment is a physical change in the environment which is not immediately related to the project, but which is caused indirectly by the project. If a direct physical change in the environment in turn causes another change in the environment, then the other change is an indirect physical change in the environment. For example, the construction of a new sewage treatment plant may facilitate population growth in the service area due to the increase in sewage treatment capacity and may lead to an increase in air pollution.

(3) An indirect physical change is to be considered only if that change is a reasonably foreseeable impact which may be caused by the project. A change which is speculative or unlikely to occur is not reasonably foreseeable.

(e) Economic and social changes resulting from a project shall not be treated as significant effects on the environment. Economic or social changes may be used, however, to determine that a physical change shall be regarded as a significant effect on the environment. Where a physical change is caused by economic or social effects of a

project, the physical change may be regarded as a significant effect in the same manner as any other physical change resulting from the project. Alternatively, economic and social effects of a physical change may be used to determine that the physical change is a significant effect on the environment. If the physical change causes adverse economic or social effects on people, those adverse effects may be used as a factor in determining whether the physical change is significant. For example, if a project would cause overcrowding of a public facility and the overcrowding causes an adverse effect on people, the overcrowding would be regarded as a significant effect.
(f) The decision as to whether a project may have one or more significant effects shall be based on substantial evidence in the record of the lead agency.
(1) If the lead agency determines there is substantial evidence in the record that the project may have a significant effect on the environment, the lead agency shall prepare an EIR (Friends of B Street v. City of Hayward (1980) 106 Cal.App.3d 988). Said another way, if a lead agency is presented with a fair argument that a project may have a significant effect on the environment, the lead agency shall prepare an EIR even though it may also be presented with other substantial evidence that the project will not have a significant effect (No Oil, Inc. v. City of Los Angeles (1974) 13 Cal.3d 68).
(2) If the lead agency determines there is substantial evidence in the record that the project may have a significant effect on the environment but the lead agency determines that revisions in the project plans or proposals made by, or agreed to by, the applicant would avoid the effects or mitigate the effects to a point where clearly no significant effect on the environment would occur and there is no substantial evidence in light of the whole record before the public agency that the project, as revised, may have a significant effect on the environment then a mitigated negative declaration shall be prepared.
(3) If the lead agency determines there is no substantial evidence that the project may have a significant effect on the environment, the lead agency shall prepare a negative declaration (Friends of B Street v. City of Hayward (1980) 106 Cal.App. 3d 988).
(4) The existence of public controversy over the environmental effects of a project will not require preparation of an EIR if there is no substantial evidence before the agency that the project may have a significant effect on the environment.
(5) Argument, speculation, unsubstantiated opinion or narrative, or evidence that is clearly inaccurate or erroneous, or evidence that is not credible, shall not constitute substantial evidence. Substantial evidence shall include facts, reasonable assumptions predicated upon facts, and expert opinion support by facts.
(6) Evidence of economic and social impacts that do not contribute to or are not caused by physical changes in the environment is not substantial evidence that the project may have a significant effect on the environment.
(7) The provisions of sections 15162, 15163, and 15164 apply when the project being analyzed is a change to, or further approval for, a project for which an EIR or negative declaration was previously certified or adopted (e.g. a tentative subdivision, conditional use permit). Under case law, the fair argument standard does not apply to determinations of significance pursuant to sections 15162, 15163, and 15164.
(g) After application of the principles set forth above in Section 15064(f)(g), and in marginal cases where it is not clear whether there is substantial evidence that a project may have a significant effect on the environment, the lead agency shall be guided by the following principle: If there is disagreement among expert opinion supported by facts

over the significance of an effect on the environment, the Lead Agency shall treat the effect as significant and shall prepare an EIR.
(h)(1) When assessing whether a cumulative effect requires an EIR, the lead agency shall consider whether the cumulative impact is significant and whether the effects of the project are cumulatively considerable. An EIR must be prepared if the cumulative impact may be significant and the project's incremental effect, though individually limited, is cumulatively considerable. "Cumulatively considerable" means that the incremental effects of an individual project are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.
(2) A lead agency may determine in an initial study that a project's contribution to a significant cumulative impact will be rendered less than cumulatively considerable and thus is not significant. When a project might contribute to a significant cumulative impact, but the contribution will be rendered less than cumulatively considerable through mitigation measures set forth in a mitigated negative declaration, the initial study shall briefly indicate and explain how the contribution has been rendered less than cumulatively considerable.
(3) A lead agency may determine that a project's incremental contribution to a cumulative effect is not cumulatively considerable if the project will comply with the requirements in a previously approved plan or mitigation program which provides specific requirements that will avoid or substantially lessen the cumulative problem (e.g., water quality control plan, air quality plan, integrated waste management plan) within the geographic area in which the project is located. Such plans or programs must be specified in law or adopted by the public agency with jurisdiction over the affected resources through a public review process to implement, interpret, or make specific the law enforced or administered by the public agency. If there is substantial evidence that the possible effects of a particular project are still cumulatively considerable notwithstanding that the project complies with the specified plan or mitigation program addressing the cumulative problem, an EIR must be prepared for the project.
(4) The mere existence of significant cumulative impacts caused by other projects alone shall not constitute substantial evidence that the proposed project's incremental effects are cumulatively considerable.

State CEQA Guidelines – Section 15130, DISCUSSION OF CUMULATIVE IMPACTS:
(a)(3). "An EIR may determine that a project's contribution to a significant cumulative impact will be rendered less than cumulatively considerable and thus is not significant. A project's contribution is less than cumulatively considerable if the project is required to implement or fund its fair share of a mitigation measure or measures designed to alleviate the cumulative impact. The lead agency shall identify facts and analysis supporting its conclusion that the contribution will be rendered less than cumulatively considerable.

State CEQA Guidelines – Section 15064.7, THRESHOLDS OF SIGNIFICANCE:
"Each public agency is encouraged to develop and publish thresholds of significance that the agency uses in the determination of the significance of environmental effects. A threshold of significance is an identifiable quantitative, qualitative or performance level

of a particular environmental effect, non-compliance with which means the effect will normally be determined to be significant by the agency and compliance with which means the effect normally will be determined to be less than significant."

Appendix B

Mitigation Measure Summary

Table 16
Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective		Feasible (Yes/No)		Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
Transportation								
Bicycle/Pedestrian/Transit Measures								
MM T-1: Bike Parking	LD (C, M), I, SP, TP, AQP, RR, P/Mobile	1%-5%/High: CCAP presents combined % reductions for a range of mitigation measures (Dierkers et al. 2007). SMAQMD allocates combined reductions among individual measures (e.g., 2.5% reduction for all bicycle-related measures and one-quarter of 2.5% for each individual measure) (TIAX 2005, EDAW 2006, SMAQMD 2007). VTPI presents % reductions for showers and combined measures in the TDM encyclopedia (VTPI	Yes: Lockers ($1,200-$2,950, $700/bike on average), Racks ($70-$2,000, $70/bike on average).	Yes (Caltrans 2005, Dierkers et al. 2007, VTPI 2007)	Yes (Caltrans 2005, Dierkers et al. 2007, VTPI 2007)	Adverse: No Beneficial: CAPs, TACs	Caltrans, Portland Bicycle Master Plan (City of Portland 1998), CCAP Transportation Emissions Guidebook (Dierkers et al. 2007), SMAQMD Recommended Guidance for Land Use Emission Reductions (SMAQMD 2007), VTPI, CA air quality management and control districts, and cities/counties.	Nonresidential projects provide plentiful short- and long-term bicycle parking facilities to meet peak season maximum demand (e.g., one bike rack space per 20 vehicle/employee parking spaces.
IM T-2: End of rip Facilities	LD (C, M), I, SP, TP, AQP, RR, P/Mobile		Yes	Yes (Caltrans 2005, Dierkers et al. 2007, VTPI 2007)	Yes (Caltrans 2005, Dierkers et al. 2007, VTPI 2007)	Adverse: No Beneficial: CAPs, TACs		Nonresidential projects provide "end-of-trip" facilities including showers, lockers, and changing space (e.g., four clothes lockers and one shower provided for every 80 employee parking spaces, separate facilities for each gender for projects with 160 or more employee parking spaces).
MM T-3: Bike-Parking at Multi-	LD (R, M), SP, AQP, RR,		Yes: Lockers ($1,200-	Yes (Caltrans 2005,	Yes (Caltrans	Adverse: No Beneficial:		Long-term bicycle parking is provided at apartment

AG=Attorney General; ARB=California Air Resources Board; ASTM=American Society for Testing and Material; BAAQMD=Bay Area Air Quality Management District; BEES= Building for Environmental and Economic Sustainability; CA=California; Caltrans=California Department of Transportation; CAPs=Criteria Air Pollutants; CCAP=Center for Clean Air Policy; CF=Connectivity Factor; CIWMB=California Integrated Waste Management Board; CO= Carbon Monoxide; CO_2=Carbon Dioxide; DGS=Department of General Services; DOE=U.S. Department of Energy; DPF=Diesel particulate Filter; E85=85% Ethanol; EERE=Energy Efficiency and Renewable Energy; EOE=Encyclopedia of Earth; EPA=U.S. Environmental Protection Agency; ETC=Edmonton Trolley Coalition; EVs/CNG=Electric Vehicles/Compressed Natural Gas; FAR=Floor Area Ratio; GHG=Greenhouse Gas; ITE=Institute of Transportation Engineers; kg/m^2=kilogram per square meter; km=Kilometer; lb=pound; LEED=Leadership in Energy and Environmental Design; M=Million; NA=Not Available; NEV=Neighborhood Electric Vehicle; NIST=National Institute of Standards and Technology; NO_X=Oxides of Nitrogen; NREL=National Renewable Energy Laboratory; N/S=North/South; PG&E=Pacific Gas and Electric; PM=Particulate Matter; SJVAPCD=San Joaquin Valley Air Pollution Control District; SMAQMD=Sacramento Metropolitan Air Quality Management District; SMUD=Sacramento Municipal Utilities District; SO_x=Sulfur Oxides; SRI=Solar Reflectance Index; TACs=Toxic Air Contaminants; TDM=Transportation Demand Management; TMA=Transportation Management Association; THC=Total Hydrocarbon; ULEV=Ultra Low Emission Vehicle; USGBC=U.S. Green Building Council; and VTPI=Victoria Transit Policy.

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Table 16
Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective	Feasible (Yes/No)			Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
Unit Residential	P/Mobile	2007). JSA bases estimates on CCAP information (JSA 2004).	$2,950, $700/bike on average), Racks ($70-$2,000, $70/bike on average).	Dierkers et al. 2007, VTPI 2007)	2005, Dierkers et al. 2007, VTPI 2007)	CAPs, TACs		complexes or condominiums without garages (e.g., one long-term bicycle parking space for each unit without a garage). Long-term facilities shall consist of one of the following: a bicycle locker, a locked room with standard racks and access limited to bicyclists only, or a standard rack in a location that is staffed and/or monitored by video surveillance 24 hours per day.
[M T-4: roximity to Bike Path/Bike Lanes	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile		Yes	Yes (Caltrans 2005, Dierkers et al. 2007, VTPI 2007)	Yes (Caltrans 2005, Dierkers et al. 2007, VTPI 2007)	Adverse: No Beneficial: CAPs, TACs		Entire project is located within one-half mile of an existing/planned Class I or Class II bike lane and project design includes a comparable network that connects the project uses to the existing offsite facility. Project design includes a designated bicycle route connecting all units, on-site bicycle parking facilities, offsite bicycle facilities, site entrances, and primary building entrances to existing Class I or Class II bike lane(s) within one-half mile. Bicycle route connects to all streets contiguous with project site. Bicycle route has minimum conflicts with automobile parking and circulation

MV00180015

Table 16 Mitigation Measure Summary								
Mitigation Measure	Applicable Project/Source Type[1]	Effective		Feasible (Yes/No)		Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
								facilities. All streets internal to the project wider than 75 feet have Class II bicycle lanes on both sides.

AG=Attorney General; ARB=California Air Resources Board; ASTM=American Society for Testing and Material; BAAQMD=Bay Area Air Quality Management District; BEES= Building for Environmental and Economic Sustainability; CA=California; Caltrans=California Department of Transportation; CAPs=Criteria Air Pollutants; CCAP=Center for Clean Air Policy; CF=Connectivity Factor; CIWMB=California Integrated Waste Management Board; CO= Carbon Monoxide; CO_2=Carbon Dioxide; DGS=Department of General Services; DOE=U.S. Department of Energy; DPF=Diesel particulate Filter; E85=85% Ethanol; EERE=Energy Efficiency and Renewable Energy; EOE=Encyclopedia of Earth; EPA=U.S. Environmental Protection Agency; ETC=Edmonton Trolley Coalition; EVs/CNG=Electric Vehicles/Compressed Natural Gas; FAR=Floor Area Ratio; GHG=Greenhouse Gas; ITE=Institute of Transportation Engineers; kg/m^2=kilogram per square meter; km=Kilometer; lb=pound; LEED=Leadership in Energy and Environmental Design; M=Million; NA=Not Available; NEV=Neighborhood Electric Vehicle; NIST=National Institute of Standards and Technology; NO_X=Oxides of Nitrogen; NREL=National Renewable Energy Laboratory; N/S=North/South; PG&E=Pacific Gas and Electric; PM=Particulate Matter; SJVAPCD=San Joaquin Valley Air Pollution Control District; SMAQMD=Sacramento Metropolitan Air Quality Management District; SMUD=Sacramento Municipal Utilities District; SO_x=Sulfur Oxides; SRI=Solar Reflectance Index; TACs=Toxic Air Contaminants; TDM=Transportation Demand Management; TMA=Transportation Management Association; THC=Total Hydrocarbon; ULEV=Ultra Low Emission Vehicle; USGBC=U.S. Green Building Council; and VTPI=Victoria Transit Policy.

Table 16
Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective	Feasible (Yes/No)			Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
MM T-5: Pedestrian Network	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile	1%-10%/High: CCAP presents combined % reductions for a range of mitigation measures (Dierkers et al. 2007). SMAQMD allocates 1% for each individual measure (TIAX 2005, EDAW 2006, SMAQMD 2007).	Yes	Yes (Dierkers et al. 2007, VTPI 2007)	Yes (Dierkers et al. 2007, VTPI 2007)	Adverse: No Beneficial: CAPs, TACs	CCAP Transportation Emissions Guidebook (Dierkers et al. 2007), SMAQMD Recommended Guidance for Land Use Emission Reductions (SMAQMD 2007), VTPI, CA air quality management and control districts, and cities/counties.	The project provides a pedestrian access network that internally links all uses and connects to all existing/planned external streets and pedestrian facilities contiguous with the project site. Project design includes a designated pedestrian route interconnecting all internal uses, site entrances, primary building entrances, public facilities, and adjacent uses to existing external pedestrian facilities and streets. Route has minimal conflict with parking and automobile circulation facilities. Streets (with the exception of alleys) within the project have sidewalks on both sides. All sidewalks internal and adjacent to project site are minimum of five feet wide. All sidewalks feature vertical curbs. Pedestrian facilities and improvements such as grade separation, wider sidewalks, and traffic calming are implemented wherever feasible to minimize pedestrian barriers. All site entrances provide pedestrian access.
MM T-6: Pedestrian	LD (R, C, M), I, SP, TP,		Yes	Yes (Dierkers et al. 2007,	Yes (Dierkers et	Adverse: No Beneficial:		Site design and building placement minimize barriers to

Table 16
Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective		Feasible (Yes/No)		Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
Barriers Minimized	AQP, RR, P/Mobile			VTPI 2007)	al. 2007, VTPI 2007)	CAPs, TACs		pedestrian access and interconnectivity. Physical barriers such as walls, berms, landscaping, and slopes between residential and nonresidential uses that impede bicycle or pedestrian circulation are eliminated.
MM T-7: Bus Shelter for Existing/Planned Transit Service	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile	1%-2%/High: CCAP presents these % reductions (Dierkers et al., 2007). SMAQMD assigns from .25%-1%, depending on headway frequency (TIAX 2005, EDAW 2006, SMAQMD 2007).	Yes: $15,000-$70,000.	Yes (Dierkers et al. 2007, VTPI 2007)	Yes (Dierkers et al. 2007, VTPI 2007)	Adverse: No Beneficial: CAPs, TACs	CCAP Transportation Emissions Guidebook (Dierkers et al. 2007), SMAQMD Recommended Guidance for Land Use Emission Reductions (SMAQMD 2007), VTPI, City of Calgary (City of Calgary 2004), CA air quality management and control districts, and cities/counties.	Bus or streetcar service provides headways of one hour or less for stops within one-quarter mile; project provides safe and convenient bicycle/pedestrian access to transit stop(s) and provides essential transit stop improvements (i.e., shelters, route information, benches, and lighting).

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Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective	Feasible (Yes/No)			Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
MM T-8: Traffic Calming	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile	1%-10%/High: CCAP presents combined % reductions for a range of mitigation measures (Dierkers et al. 2007). SMAQMD allocates .25%-1.0% for each individual measure depending on percent of intersections and streets with improvements (TIAX 2005, EDAW 2006, SMAQMD 2007).	Yes	Yes (Dierkers et al. 2007, VTPI 2007)	Yes (Dierkers et al. 2007, VTPI 2007)	Adverse: No Beneficial: CAPs, TACs	CCAP Transportation Emissions Guidebook (Dierkers et al. 2007), SMAQMD Recommended Guidance for Land Use Emission Reductions (SMAQMD 2007), VTPI, CA air quality management and control districts, and cities/counties.	Project design includes pedestrian/bicycle safety and traffic calming measures in excess of jurisdiction requirements. Roadways are designed to reduce motor vehicle speeds and encourage pedestrian and bicycle trips by featuring traffic calming features. All sidewalks internal and adjacent to project site are minimum of five feet wide. All sidewalks feature vertical curbs. Roadways that converge internally within the project are routed in such a way as to avoid "skewed intersections;" which are intersections that meet at acute, rather than right, angles. Intersections internal and adjacent to the project feature one or more of the following pedestrian safety/traffic calming design techniques: marked crosswalks, count-down signal timers, curb extensions, speed tables, raised crosswalks, raised intersections, median islands, tight corner radii, and roundabouts or mini-circles. Streets internal and adjacent to the project feature pedestrian safety/traffic calming measures such as on-street parking, planter strips with street trees,

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Table 16
Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective	Feasible (Yes/No)			Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
								and chicanes/chokers (variations in road width to discourage high-speed travel).
Parking Measures								
MM T-9: Paid Parking (Parking Cash Out)	LD (C, M), I, SP, TP, AQP, RR, P/Mobile	1%-30%/High: CCAP presents a range of 15%-30% reduction for parking programs (Dierkers et al. 2007). SMAQMD presents a range of 1.0%-7.2%, depending on cost/day and distance to transit (TIAX 2005, EDAW 2006, SMAQMD 2007). Shoupe presents a 21% reduction [$5/day for commuters to downtown LA, with elasticity of -0.18 (e.g., if price increases 10%, then solo driving goes down by 1.8% more)] (Shoupe 2005). Urban Transit Institute	Yes: Vary by location and project size.	Yes (Dierkers et al. 2007, VTPI 2007)	Yes (Dierkers et al. 2007, VTPI 2007)	Adverse: No Beneficial: CAPs, TACs	CCAP Transportation Emissions Guidebook (Dierkers et al. 2007), SMAQMD Recommended Guidance for Land Use Emission Reductions (SMAQMD 2007), VTPI, CA air quality management and control districts, and cities/counties.	Project provides employee and/or customer paid parking system. Project must have a permanent and enforceable method of maintaining user fees for all parking facilities. The facility may not provide customer or employee validations. Daily charge for parking must be equal to or greater than the cost of a transit day/monthly pass plus 20%.

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Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective	Feasible (Yes/No)			Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
		presents a range of 1%-10% reduction in trips to central city sites, and 2%-4% in suburban sites (VTPI 2007).						
MM T-10: Minimum Parking	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile	1%-30%/High: CCAP presents a range of 15%-30% reduction for parking programs (Dierkers et al. 2007). SMAQMD presents a maximum of 6% (Nelson/Nygaard Consulting Associates, 2005, TIAX 2005, EDAW 2006).	Yes	Yes (Dierkers et al. 2007, VTPI 2007)	Yes (Dierkers et al. 2007, VTPI 2007), Note that in certain areas of the state, the minimum parking required by code is greater than the peak period parking demand for most land uses. Simply meeting minimum code requirements in these areas would not result in an emissions reduction.	Adverse: No Beneficial: CAPs, TACs	CCAP Transportation Emissions Guidebook (Dierkers et al. 2007), SMAQMD Recommended Guidance for Land Use Emission Reductions (SMAQMD 2007), VTPI, Governor's Office of Smart Growth (Annapolis, Maryland) (Zimbler), CA air quality management and control districts, and cities/counties.	Provide minimum amount of parking required. Once land uses are determined, the trip reduction factor associated with this measure can be determined by utilizing the ITE parking generation publication. The reduction in trips can be computed as shown below by the ratio of the difference of minimum parking required by code and ITE peak parking demand to ITE peak parking demand for the land uses multiplied by 50%. Percent Trip Reduction = 50 * [(min parking required by code – ITE peak parking demand)/ (ITE peak parking demand)]

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Table 16
Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective	Feasible (Yes/No)			Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
MM T-11: Parking Reduction Beyond Code/Shared Parking	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile	1%-30%/High: CCAP presents a range of 15%-30% reduction for parking programs (Dierkers et al. 2007). SMAQMD presents a maximum of 12% (Nelson/Nygaard, 2005, TIAX 2005, EDAW 2006).	Yes	Yes (Dierkers et al. 2007, VTPI 2007)	Yes (Dierkers et al. 2007, VTPI 2007)	Adverse: No Beneficial: CAPs, TACs		Provide parking reduction less than code. This measure can be readily implemented through a shared parking strategy, wherein parking is utilized jointly among different land uses, buildings, and facilities in an area that experience peak parking needs at different times of day and day of the week.
MM T-12: Pedestrian athway hrough Parking	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile	1%-4%/Moderate: CCAP presents combined % reductions for a range of mitigation measures (Dierkers et al. 2007). SMAQMD allocates 0.5% reduction for this measure (TIAX 2005, EDAW 2006, SMAQMD 2007).	Yes	Yes (Dierkers et al. 2007, VTPI 2007)	Yes (Dierkers et al. 2007, VTPI 2007)	Adverse: No Beneficial: CAPs, TACs		Provide a parking lot design that includes clearly marked and shaded pedestrian pathways between transit facilities and building entrances.

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Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective		Feasible (Yes/No)		Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
MM T-13: Off - Street Parking	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile	1%-4%/Moderate: CCAP presents combined % reductions for a range of mitigation measures (Dierkers et al. 2007). SMAQMD allocates a range of 0.1%-1.5% for this measure (TIAX 2005, EDAW 2006, SMAQMD 2007).	Yes	Yes (Dierkers et al. 2007, VTPI 2007)	Yes (Dierkers et al. 2007, VTPI 2007)	Adverse: No Beneficial: CAPs, TACs		Parking facilities are not adjacent to street frontage.
IM T-14: arking Area ree Cover	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile	Annual net CO_2 reduction of 3.1 kg/m^2 canopy cover/Moderate (McPherson 2001).	Yes: $19 per new tree for CA, cost varies for maintenance, removal and replacement (McPherson 2001).	Yes	Yes	Adverse: VOCs Beneficial: CAPs, TACs	AG, State of CA Department of Justice (Goldberg 2007) and cities/counties (e.g., parking lot ordinances in Sacramento, Davis, and Los Angeles, CA).	Provide parking lot areas with 50% tree cover within 10 years of construction, in particular low emitting, low maintenance, native drought resistant trees. Reduces urban heat island effect and requirement for air conditioning, effective when combined with other measures (e.g., electrical maintenance equipment and reflective paving material).
MM T-15: Valet Bicycle Parking	LD (C, M), SP, AQP, TP, RR, P/Mobile	NA/Low	Yes	Yes	Yes: Raley Field (Sacramento, CA)	Adverse: No Beneficial: CAPs, TACs	Raley Field (Sacramento, CA).	Provide spaces for the operation of valet bicycle parking at community event "centers" such as amphitheaters, theaters, and stadiums.
MM T-16: Garage Bicycle Storage	LD (R, M), SP, AQP, TP, RR, P/Mobile	NA/Low	Yes: Less than $200/multiple bike rack.	Yes	Yes	Adverse: No Beneficial: CAPs, TACs	City of Fairview, OR	Provide storage space in one-car garages for bicycles and bicycle trailers.

Table 16 Mitigation Measure Summary								
Mitigation Measure	Applicable Project/Source Type[1]	Effective		Feasible (Yes/No)		Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
MM T-17: Preferential Parking for EVs/CNG Vehicles	LD (C, M), I, SP, TP, AQP, RR, P/Mobile	NA/Low	Yes	Yes	Yes	Adverse: No Beneficial: CAPs, TACs	USGBC, CA air quality management and control districts and cities/counties (e.g., BAAQMD).	Provide preferential parking space locations for EVs/CNG vehicles.
MM T-18: Reduced/No Parking Fee for EVs/CNG Vehicles	LD (C, M), I, SP, TP, AQP, RR, P/Mobile	NA/Low	Yes	Yes	Yes	Adverse: No Beneficial: CAPs, TACs	Hotels (e.g., Argonaut in San Francisco, CA)	Provide a reduced/no parking fee for EVs/CNG vehicles.

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Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective	Feasible (Yes/No)			Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
Miscellaneous Measure								
MM T-19: TMA Membership	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile	1%-28%/High: CCAP presents a range of 3%-25% for TDMs with complementary transit and land use measures (Dierkers et al. 2007). VTPI presents a range of 6%-7% in the TDM encyclopedia (VTPI 2007). URBEMIS offers a 2%-10% range in reductions for a TDM that has 5 elements that are pedestrian and transit friendly and 1%-5% for 3 elements. SMAQMD presents a reduction of 5% (TIAX 2005, EDAW 2006, SMAQMD 2007).	Yes	Yes (Dierkers et al. 2007, VTPI 2007)	Yes (Dierkers et al. 2007, VTPI 2007)	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Include permanent TMA membership and funding requirement. Funding to be provided by Community Facilities District or County Service Area or other nonrevocable funding mechanism. TDMs have been shown to reduce employee vehicle trips up to 28% with the largest reductions achieved through parking pricing and transit passes. The impact depends on the travel alternatives.
MM T-20: ULEV	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile	NA/Low	Yes: Higher than corresponding gasoline models.	Yes	Yes: Fueling stations might not be readily available depending on location. More than 900 E85 fueling	Adverse: No Beneficial: CAPs, TACs	DGS, CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Use of and/or provide ULEV that are 50% cleaner than average new model cars (e.g., natural gas, ethanol, electric).

MV00180025

Table 16
Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective		Feasible (Yes/No)		Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
					stations in the U.S., 5 in CA. Vehicles available in select regions only			
MM T-21: Flex Fuel Vehicles	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile	5466.97 lb GHG/year/Low (DOE Fuel Economy)	Yes: E85 costs less than gasoline per gallon, but results in lower fuel economy.	Yes	Yes: More than 900 E85 fueling stations in the U.S., 5 in CA. Vehicles available in select regions only	Adverse: Yes Issues with the energy intensive ethanol production process (e.g., wastewater treatment requirements). Beneficial: CAPs, TACs	DGS, CA air quality management and control districts and cities/counties (e.g., SJVAPCD).	Use of and/or provide vehicles that utilize gasoline/ethanol blends (e.g., E85).
Design								
Commercial & Residential Building Design Measures								
MM D-1: Office/Mixed Use Density	LD (C, M), SP, TP, AQP, RR, P/Mobile	0.05%-2%/Moderate: This range is from SMAQMD, depending	Yes	Yes (VTPI 2007)	Yes (VTPI 2007)	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties	Project provides high density office or mixed-use proximate to transit. Project must provide

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		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
		on FAR and headway frequencies (Nelson/Nygaard Consulting Associates 2005, EDAW 2006, SMAQMD 2007).					(e.g., SMAQMD).	safe and convenient pedestrian and bicycle access to all transit stops within one-quarter mile.
MM D-2: Orientation to Existing/Planned Transit, Bikeway, or Pedestrian Corridor	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile	0.4%-1%/Moderate: CCAP attributes a 0.5% reduction per 1% improvement in transit frequency (Dierkers et al. 2007). SMAQMD presents a range of 0.25%-5% (JSA 2005, EDAW 2006, SMAQMD 2007).	Yes	Yes (Dierkers et al. 2007)	Yes (Dierkers et al. 2007)	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Project is oriented towards existing transit, bicycle, or pedestrian corridor. Setback distance between project and existing or planned adjacent uses is minimized or nonexistent. Setback distance between different buildings on project site is minimized. Setbacks between project buildings and planned or existing sidewalks are minimized. Buildings are oriented towards existing or planned street frontage. Primary entrances to buildings are located along planned or existing public street frontage. Project provides bicycle access to any planned bicycle corridor(s). Project provides pedestrian access to any planned pedestrian corridor(s).
MM D-3: Services Operational	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile	0.5%-5%/Moderate	Yes	Yes	Yes	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Project provides on-site shops and services for employees.

MV00180027

Table 16
Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective	Feasible (Yes/No)			Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
MM D-4: Residential Density (Employ Sufficient Density for New Residential Development to Support the Use of Public Transit)	LD (R, M), SP, TP, AQP, RR, P/Mobile	1%-40%/High: #7, EPA presents a range of 32%-40% (EPA 2006). SMAQMD presents a range of 1%-12% depending on density and headway frequencies (Nelson/Nygaard Consulting Associates 2005, JSA 2005, EDAW 2006, SMAQMD 2007). Nelson/Nygaard presents a trip reduction formula: Trip Reduction = 0.6*(1-(19749*((4.814+ households per residential acre)/(4.814+7.14))^-06.39)/25914).	Yes	Yes (VTPI 2007, Holtzclaw 2007)	Yes (VTPI 2007, Holtzclaw 2007)	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Project provides high-density residential development. Transit facilities must be within one-quarter mile of project border. Project provides safe and convenient bicycle/pedestrian access to all transit stop(s) within one-quarter mile of project border.
MM D-5: Street Grid	LD (R, C, M), I, SP, TP, AQP, RR,	1%/Moderate: SMAQMD presents this % reduction (JSA	Yes	Yes (Dierkers et al. 2007, VTPI 2007)	Yes (Dierkers et al. 2007,	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties	Multiple and direct street routing (grid style). This measure only applies to projects

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Table 16
Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective		Feasible (Yes/No)		Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
	P/Mobile	2005, EDAW 2006, SMAQMD 2007).			VTPI 2007)		(e.g., SMAQMD).	with an internal CF >/= 0.80, and average of one-quarter mile or less between external connections along perimeter of project. [CF= # of intersections / (# of cul-de-sacs + intersections)]. Cul-de-sacs with bicycle/pedestrian through access may be considered "complete intersections" when calculating the project's internal connectivity factor. External connections are bike/pedestrian pathways and access points, or streets with safe and convenient bicycle and pedestrian access that connect the project to adjacent streets, sidewalks, and uses. If project site is adjacent to undeveloped land; streets, pathways, access points, and right-of-ways that provide for future access to adjacent uses may count for up to 50% of the external connections. Block perimeter (the sum of the measurement of the length of all block sides) is limited to no more than 1,350 feet. Streets internal to the project should connect to streets external to the project whenever possible.

MV00180029

Table 16
Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective	Feasible (Yes/No)			Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
MM D-6: NEV Access	LD (R, C, M), SP, TP, AQP, RR, P/Mobile	0.5%-1.5%/Low: SMAQMD presents this % reduction (EDAW 2006, SMAQMD 2007).	Yes	Yes (Litman 1999, Sperling 1994)	Yes (Litman 1999, Sperling 1994)	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Make physical development consistent with requirements for neighborhood electric vehicles. Current studies show that for most trips, NEVs do not replace gas-fueled vehicles as the primary vehicle.
MM D-7: Affordable Housing Component	LD (R, M), SP, TP, AQP, RR, P/Mobile	0.4%-6%/Moderate: SMAQMD presents this % reduction (Nelson/Nygaard Consulting Associates 2005, EDAW 2006, SMAQMD 2007).	Yes	Yes	Yes	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Residential development projects of five or more dwelling units provide a deed-restricted low-income housing component on-site (or as defined in the code). Developers who pay into In-Lieu Fee Programs are not considered eligible to receive credit for this measure. The award of emission reduction credit shall be based only on the proportion of affordable housing developed on-site because in-lieu programs simply induce a net increase in development. Percentage reduction shall be calculated according to the following formula:

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Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective	Feasible (Yes/No)			Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
								% reduction = % units deed-restricted below market rate housing * 0.04
MM D-8: Recharging Area	LD (R, M), SP, TP, AQP, RR, P/Mobile	NA/Low	Yes	Yes	Yes	Adverse: No Beneficial: CAPs, TACs		Provide residential buildings with a "utility" room or space for recharging batteries, whether for use in a car, electric lawnmower, other electric landscaping equipment, or even batteries for small items such as flashlights.
Mixed-Use Development Measures								
MM D-9: Urban Mixed-Use	LD (M), SP, TP, AQP, RR, P/Mobile	3%-9%/Moderate: SMAQMD presents this % reduction (TIAX 2005, EDAW 2006, SMAQMD 2007).	Yes	Yes (EPA 2006)	Yes (EPA 2006)	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Development of projects predominantly characterized by properties on which various uses, such as office, commercial, institutional, and residential, are combined in a single building or on a single site in an integrated development project with functional interrelationships and a coherent physical design.
MM D-10: Suburban Mixed-Use	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile	3%/Moderate: SMAQMD presents this % reduction (TIAX 2005, EDAW 2006, SMAQMD 2007).	Yes	Yes (EPA 2006)	Yes (EPA 2006)	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Have at least three of the following on site and/or offsite within one-quarter mile: Residential Development, Retail Development, Park, Open Space, or Office.
MM D-11: Other Mixed-Use	LD (R, M), SP, TP, AQP, RR, P/Mobile	1%/Moderate: SMAQMD presents this % reduction (TIAX 2005, EDAW	Yes	Yes (EPA 2006)	Yes (EPA 2006)	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., SMAQMD).	All residential units are within one-quarter mile of parks, schools or other civic uses.

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MV00180031

Table 16
Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective	Feasible (Yes/No)			Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
		2006, SMAQMD 2007).						
MM D-12: Infill Development	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile	3%-30%/High: Infill development reduces vehicle trips and VMT by 3% and 20%, respectively (Fehr & Peers 2007). CCAP identifies a site level VMT reduction range of 20%-30% (Dierkers et al. 2007).	Yes	Yes (Dierkers et al. 2007)	Yes (Dierkers et al. 2007)	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Project site is on a vacant infill site, redevelopment area, or brownfield or greyfield lot that is highly accessible to regional destinations, where the destinations rating of the development site (measured as the weighted average travel time to all other regional destinations) is improved by 100% when compared to an alternate greenfield site.
Miscellaneous Measures								
MM D-13: Electric Lawnmower	LD (R, M), SP, AQP, RR, P/Area	1%/Low: SMAQMD presents this % reduction (EDAW 2006, SMAQMD 2007).	Yes	Yes	Yes	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Provide a complimentary electric lawnmower to each residential buyer.

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Item No. E.2
MV00180032

Table 16
Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective		Feasible (Yes/No)		Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
MM D-14: Enhanced Recycling/Waste Reduction, Reuse, Composting	LD (R, C, M), I, SP, AQP, RR, P/Stationary & Area	NA/Low	Yes	Yes	Yes: Association with social awareness.	Adverse: No Beneficial: CAPs, TACs	CIWMB	Provide infrastructure/education that promotes the avoidance of products with excessive packaging, recycle, buying of refills, separating of food and yard waste for composting, and using rechargeable batteries.
MM D-15: LEED Certification	LD (R, C, M), I, SP, AQP, RR, P/Stationary & Area	NA/Moderate	Yes: Receive tax rebates, incentives (e.g., EDAW San Diego office interior remodel cost $1,700,000 for 32,500 square feet) (USGBC 2007)	Yes	Yes: More than 700 buildings of different certifications in CA (USGBC 2007).	Adverse: No Beneficial: CAPs, TACs	USGBC, CA air quality management and control districts and cities/counties (e.g., BAAQMD).	LEED promotes a whole-building approach to sustainability by recognizing performance in five key areas of human and environmental health: sustainable site development, water savings, energy efficiency, materials selection, and indoor environmental quality.
MM D-16: Retro-Commissioning	LD (C, M), I, SP, AQP, RR, P/Stationary & Area	8%-10% reduction in energy usage/Moderate: (Mills et al. 2004)	Yes: Average $0.28/square feet, varies with building size (Haasl and Sharp 1999).	Yes	Yes: 27 projects underway in CA, 21 more to be completed in 2007, mostly state buildings owned by DGS (DGS 2007).	Adverse: No Beneficial: CAPs, TACs	DGS, CA air quality management and control districts and cities/counties (e.g., BAAQMD).	The process ensures that all building systems perform interactively according to the contract documents, the design intent and the owner's operational needs to optimize energy performance.
MM D-17 Landscaping	LD (R, C, M), I, SP, AQP, RR,	NA/Low	Yes	Yes	Yes	Adverse: No Beneficial: CAPs, TACs	Alliance for the Chesapeake Bay, EPA Green Landscaping	Project shall use drought resistant native trees, trees with low emissions and high carbon

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Mitigation Measure	Applicable Project/Source Type[1]	Effective		Feasible (Yes/No)		Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
	P/Stationary & Area						Resources	sequestration potential. Evergreen trees on the north and west sides afford the best protection from the setting summer sun and cold winter winds. Additional considerations include the use of deciduous trees on the south side of the house that will admit summer sun; evergreen plantings on the north side will slow cold winter winds; constructing a natural planted channel to funnel summer cooling breezes into the house. Neighborhood CCR's not requiring that front and side yards of single family homes be planted with turf grass. Vegetable gardens, bunch grass, and low-water landscaping shall also be permitted, or even encouraged.
MM D-18: Local Farmers' Market	LD (M), SP/Mobile, Stationary, &	NA/Low	Yes	Yes	Yes: Associated with social	Adverse: No Beneficial: CAPs, TACs	Cities/counties (e.g., Davis, Sacramento)	Project shall dedicate space in a centralized, accessible location for a weekly farmers' market.

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Mitigation Measure Summary

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		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
	Area				choice and public awareness.			
MM D-19: Community Gardens	LD (M), SP/Mobile, Stationary, & Area	NA/Low	Yes	Yes	Yes: Associated with social choice and public awareness.	Adverse: No Beneficial: CAPs, TACs	Cities/counties (e.g., Davis)	Project shall dedicate space for community gardens.
Energy Efficiency/Building Component								
MM E-1: High-efficiency pumps	LD (R, C, M), SP, AQP, RR, P/Stationary & Area	NA/Low	Yes	Yes	Yes	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., BAAQMD).	Project shall use high-efficiency pumps.
MM E-2: Wood Burning Fireplaces/Stoves	LD (R, M), SP, AQP, RR, P/Stationary & Area	NA/Low: EDAW 2006	Yes	Yes	Yes	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Project does not feature fireplaces or wood burning stoves.
MM E-3: Natural Gas Stove	LD (R, M), SP, AQP, RR, P/Stationary & Area	NA/Low: EDAW 2006	Yes: Cost of stove—$350 (gas) and $360 (electric) same brand, total yearly cost of $42.17 as opposed to $56.65 for electric (Saving Electricity 2006).	Yes	Yes	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Project features only natural gas or electric stoves in residences.

MV00180035

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Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective	Feasible (Yes/No)			Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
MM E-4: Energy Star Roof	LD (R, C, M), I, SP, AQP, RR, P/Stationary & Area	0.5%-1%/Low: SMAQMD presents this % reduction (EDAW 2006, SMAQMD 2007).	Yes	Yes	Yes: 866 Energy Star labeled buildings in California (Energy Star 2007)	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Project installs Energy Star labeled roof materials.
MM E-5: On-site Renewable Energy System	LD (R, C, M), I, SP, AQP, RR, P/Stationary & Area	1%-3%/Moderate: SMAQMD presents this % reduction (USGBC 2002 and 2005, EDAW 2006, SMAQMD 2007).	Yes	Yes (USGBC 2002 and 2005)	Yes (USGBC 2002 and 2005)	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Project provides onsite renewable energy system(s). Nonpolluting and renewable energy potential includes solar, wind, geothermal, low-impact hydro, biomass and bio-gas strategies. When applying these strategies, projects may take advantage of net metering with the local utility.

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		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
MM E-6: Exceed Title 24	LD (R, C, M), I, GSP, AQP, RR, P/Stationary & Area	1%/Moderate: SMAQMD presents this % reduction (EDAW 2006, SMAQMD 2007).	Yes	Yes (PG&E 2002, SMUD 2006)	Yes (PG&E 2002, SMUD 2006)	Adverse: No Beneficial: CAPs, TACs	PG&E, SMUD, CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Project exceeds title 24 requirements by 20%.
MM E-7: Solar Orientation	LD (R, C, M), I, SP, AQP, RR, P/Stationary & Area	0.5%/Low: SMAQMD presents this % reduction (EDAW 2006, SMAQMD 2007).	Yes	Yes	Yes	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Project orients 75% or more of homes and/or buildings to face either north or south (within 30° of N/S). Building design includes roof overhangs that are sufficient to block the high summer sun, but not the lower winter sun, from penetrating south facing windows. Trees, other landscaping features and other buildings are sited in such a way as to maximize shade in the summer and maximize solar access to walls and windows in the winter.
MM E-8: Nonroof Surfaces	LD (R, C, M), I, GSP, AQP, RR, P/Stationary & Area	1.0%/Low: SMAQMD presents this % reduction (EDAW 2006, SMAQMD 2007).	Yes	Yes (USGBC 2002 and 2005)	Yes (USGBC 2002 and 2005)	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Provide shade (within 5 years) and/or use light-colored/high-albedo materials (reflectance of at least 0.3) and/or open grid pavement for at least 30% of the site's nonroof impervious surfaces, including parking lots, walkways, plazas, etc.; OR place a minimum of 50% of parking spaces underground or covered by structured parking; OR use an open-grid pavement system (less than 50% impervious) for a minimum of

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								50% of the parking lot area. The mitigation measure reduces heat islands (thermal gradient differences between developed and undeveloped areas to minimize impact on microclimate and human and wildlife habitats. This measure requires the use of patented or copyright protected methodologies created by the ASTM. The SRI is a measure of the constructed surface's ability to reflect solar heat, as shown by a small rise in temperature. It is defined so that a standard black (reflectance 0.05, emittance 0.90) is "0" and a standard white (reflectance 0.80, emittance 0.90) is 100. To calculate SRI for a given material, obtain the reflectance value and emittance value for the material. SRI is calculated according to ASTM E 1980-01. Reflectance is measured

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		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
								according to ASTM E 903, ASTM E 1918, or ASTM C 1549. Emittance is measured according to ASTM E 408 or ASTM C 1371. Default values for some materials will be available in the LEED-NC v2.2 Reference Guide.
MM E-9: Low-Energy Cooling	LD (C, M), I, SP, AQP, RR, P/Stationary & Area	1%-10%/Low: EDAW presents this percent reduction range (EDAW 2006).	Yes	Yes (USGBC 2002 and 2005)	Yes (USGBC 2002 and 2005)	Adverse: No Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Project optimizes building's thermal distribution by separating ventilation and thermal conditioning systems.
[M E-10: reen Roof	LD (R, C, M), I, SP, AQP, RR, P/Stationary & Area	1.0%/Moderate: SMAQMD presents this % reduction (EDAW 2006, SMAQMD 2007).	Yes	Yes (USGBC 2002 and 2005)	Yes (USGBC 2002 and 2005)	Adverse: Increased Water Consumption Beneficial: CAPs, TACs	CA air quality management and control districts and cities/counties (e.g., SMAQMD).	Install a vegetated roof that covers at least 50% of roof area. The reduction assumes that a vegetated roof is installed on a least 50% of the roof area or that a combination high albedo and vegetated roof surface is installed that meets the following standard: (Area of SRI Roof/0.75)+(Area of vegetated roof/0.5) >= Total Roof Area. Water consumption reduction measures shall be considered in the design of the green roof.
MM E-11: EV Charging Facilities	LD (C, M), SP, AQP, RR, P/Stationary & Area	NA/Low	Yes: $500-$5000/ vehicle site (PG&E 1999)	Yes	Yes: 381 facilities in CA (Clean Air Maps 2007).	Adverse: No Beneficial: CAPs, TACs	DOE, EERE, CA air quality management and control districts and cities/counties (e.g., BAAQMD).	Project installs EV charging facilities.
MM E-12:	LD (R, C, M),	NA/Low: Increasing	Yes: Light	Yes	Yes: Apply	Adverse: No		Project provides light-colored

MV00180039

Table 16
Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective		Feasible (Yes/No)		Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
Light-Colored Paving	I, SP, AQP, RR, P/Stationary & Area	the albedo of 1,250 km of pavement by 0.25 would save cooling energy worth $15M per year.	colored aggregates and white cement are more expensive than gray cement. Certain blended cements are very light in color and may reflect similarly to white cement at an equivalent cost to normal gray cement.		natural sand or gravel colored single surface treatments to asphalt (EOE 2007).	Beneficial: CAPs, TACs		paving (e.g., increased albedo pavement).
MM E-13: Cool Roofs	LD (R, C, M), I, SP, AQP, RR, P/Stationary & Area	NA/Low	Yes: 0.75–1.5/square feet coating (EPA 2007a)	Yes	Yes: Over 90% of the roofs in the United States are dark colored	Adverse: No Beneficial: CAPs, TACs	CEC	Project provides cool roofs. Highly reflective, highly emissive roofing materials that stay 50-60°F cooler than a normal roof under a hot summer sun. CA's Cool Savings

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Item No. E.2
MV00180040

Table 16
Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective		Feasible (Yes/No)		Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
					(EPA 2007a).			Program provided rebates to building owners for installing roofing materials with high solar reflectance and thermal emittance. The highest rebate went to roofs on air conditioned buildings, while buildings with rooftop ducts and other nonresidential buildings were eligible for slightly less. The program aimed to reduce peak summer electricity demand and was administered by the CEC.
[M E-14: Solar /ater Heaters	LD (R, M), SP, AQP, RR, P/Stationary & Area	20%–70% reduction in cooling energy needs/Moderate	Yes: $1675/20 square feet, requires a 50 gallon tank, annual operating cost of $176 (DOE 2007).	Yes	Yes: Based on solar orientation, building codes, zoning ordinances.	Adverse: No Beneficial: CAPs, TACs	Europe	Project provides solar water heaters.
MM E-15: Electric Yard Equipment Compatibility	LD (R, M), SP, AQP, RR, P/Stationary & Area	NA/Low	Yes: $75–$250/outlet from existing circuit (Cost Helper 2007).	Yes	Yes	Adverse: No Beneficial: CAPs, TACs		Project provides electrical outlets at building exterior areas.
MM E-16: Energy Efficient Appliance Standards	LD (R, C, M), SP, AQP, RR, P/Stationary & Area	NA/Low	Yes: Varies for each appliance—higher capital costs, lower operating costs (Energy	Yes	Yes: Major retail stores.	Adverse: No Beneficial: CAPs, TACs		Project uses energy efficient appliances (e.g., Energy Star).

Table 16
Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective		Feasible (Yes/No)		Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
			Star 2007).					
MM E-17: Green Building Materials	LD (R, C, M), SP, AQP, RR, P/Stationary & Area	NA/Low: 25-30% more efficient on average.	Yes	Yes: BEES software allows users to balance the environmental and economic performance of building products; developed by NIST (NIST 2007).	Yes	Adverse: No Beneficial: CAPs, TACs		Project uses materials which are resource efficient, recycled, with long life cycles and manufactured in an environmentally friendly way.
IM E-18: ıading Mechanisms	LD (R, C, M), I, SP, AQP, RR, P/Stationary, & Area	NA/Low: Up to $450 annual energy savings (Energy Star 2007).	Yes: Higher capital costs, lower operating and maintenance costs (Energy Star 2007).	Yes	Yes: Major retail stores.	Adverse: No Beneficial: CAPs, TACs		Install energy-reducing shading mechanisms for windows, porch, patio and walkway overhangs.

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Item No. E.2
MV00180042

Table 16
Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective		Feasible (Yes/No)		Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
MM E-19: Ceiling/Whole-House Fans	LD (R, C, M), I, SP, AQP, RR, P/Stationary, & Area	NA/Low: 50% more efficient than conventional fans (Energy Star 2007).	Yes: $45-$200/fan, installation extra (Lowe's 2007).	Yes	Yes: Major retail stores.	Adverse: No Beneficial: CAPs, TACs		Install energy-reducing ceiling/whole-house fans.
MM E-20: Programmable Thermostats	LD (R, C, M), I, SP, AQP, RR, P/Stationary, & Area	NA/Low: $100 annual savings in energy costs (Energy Star 2007).	Yes: $60/LCD display and 4 settings for typical residential use (Lowe's 2007).	Yes	Yes: Major retail stores.	Adverse: Yes, Mercury Beneficial: CAPs, TACs		Install energy-reducing programmable thermostats that automatically adjust temperature settings.
MM E-21: Passive Heating and Cooling Systems	LD (R, C, M), I, SP, AQP, RR, P/Stationary, & Area	NA/Low	Yes: $800 (wall heaters) to $4,000+ (central systems)	Yes	Yes	Adverse: No Beneficial: CAPs, TACs		Install energy-reducing passive heating and cooling systems (e.g., insulation and ventilation).
MM E-22: Day Lighting Systems	LD (R, C, M), I, SP, AQP, RR, P/Stationary, & Area	NA/Low	Yes: $1,300 to $1,500 depending upon the kind of roof (Barrier 1995), installation extra.	Yes	Yes: Work well only for space near the roof of the building, little benefit in multi-floor buildings.	Adverse: No Beneficial: CAPs, TACs		Install energy-reducing day lighting systems (e.g., skylights, light shelves and interior transom windows).
MM E-23: Low-Water Use Appliances	LD (R, C, M), I, SP, AQP, RR, P/Stationary, & Area	NA/Low: Avoided water agency cost for using water-efficient kitchen pre-rinse spray valves of $65.18 per acre-foot.	Yes: Can return their cost through reduction in water consumption,	Yes	Yes	Adverse: No Beneficial: CAPs, TACs		Require the installation of low-water use appliances.

MV00180043

Table 16
Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective		Feasible (Yes/No)		Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
			pumping, and treatment.					
MM E-24: Goods Transport by Rail	LD (C, M), I, SP, AQP, RR, P/Mobile	NA/Moderate	Yes	Yes	Yes	Adverse: No Beneficial: CAPs, TACs	ARB Goods Movement Plan (ARB 2007)	Provide a spur at nonresidential projects to use nearby rail for goods movement.
Social Awareness/Education								
MM S-1: GHG Emissions Reductions Education	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile, Stationary, & Mobile	NA/Low	Yes	Yes	Yes: Similar programs currently exist in CA.	Adverse: No Beneficial: CAPs, TACs		Provide local governments, businesses, and residents with guidance/protocols/information on how to reduce GHG emissions (e.g., energy saving, food miles).
IM S-2: School urriculum	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile, Stationary, & Mobile	NA/Low	Yes	Yes	Yes: Similar programs currently exist in CA.	Adverse: No Beneficial: CAPs, TACs		Include how to reduce GHG emissions (e.g., energy saving, food miles) in the school curriculum.
Construction								
MM C-1: ARB-Certified Diesel Construction Equipment	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile	NA/Low	Yes: Oxidation Catalysts, $1,000-	Yes	Yes	Adverse: Yes, NO_x Beneficial: CAPs, TACs	AG, EPA, ARB, and CA air quality management and pollution control districts.	Use ARB-certified diesel construction equipment. Increases CO_2 emissions when trapped CO and carbon particles

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Item No. E.2
MV00180044

Table 16
Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective		Feasible (Yes/No)		Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
			$2,000. DPF, $5000-$10,000; installation extra (EPA 2007b).					are oxidized (Catalyst Products 2007, ETC 2007).
MM C-2: Alternative Fuel Construction Equipment	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile	NA/Low	Yes	Yes	Yes	Adverse: Yes, THC, NO_x Beneficial: CO, PM, SO_x	AG, EPA, ARB, and CA air quality management and pollution control districts.	Use alternative fuel types for construction equipment. At the tailpipe biodiesel emits 10% more CO_2 than petroleum diesel. Overall lifecycle emissions of CO_2 from 100% biodiesel are 78% lower than those of petroleum diesel (NREL 1998, EPA 2007b).
MM C-3: Local Building Materials	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile	NA/Low	Yes	Yes	Yes: Depends on location of building material manufacture sites.	Adverse: No Beneficial: CAPs, TACs		Use locally made building materials for construction of the project and associated infrastructure.
MM C-4: Recycle Demolished Construction Material	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile	NA/Low	Yes	Yes	Yes	Adverse: No Beneficial: CAPs, TACs		Recycle/Reuse demolished construction material. Use locally made building materials for construction of the project and associated infrastructure.

MV00180045

Table 16
Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective	Feasible (Yes/No)			Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
Miscellaneous								
MM M-1: Off-Site Mitigation Fee Program	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile & Area	NA/Moderate-High: Though there is currently no program in place, the potential for real and quantifiable reductions of GHG emissions could be high if a defensible fee program were designed.	Yes	Yes	No: Program does not exist in CA, but similar programs currently exist (e.g., Carl Moyer Program, SJVAPCD Rule 9510, SMAQMD Off-Site Construction Mitigation Fee Program).	Adverse: No Beneficial: CAPs, TACs		Provide/Pay into an off-site mitigation fee program, which focuses primarily on reducing emissions from existing development and buildings through retro-fit (e.g., increased insulation).
MM M-2: Offset Purchase	LD (R, C, M), I, SP, TP, AQP, RR, P/Mobile, Stationary, & Area	NA/Low	Yes	Yes	No: ARB has not adopted official program, but similar programs	No		Provide/purchase offsets for additional emissions by acquiring carbon credits or engaging in other market "cap and trade" systems.

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Table 16
Mitigation Measure Summary

Mitigation Measure	Applicable Project/Source Type[1]	Effective		Feasible (Yes/No)		Secondary Effects (Yes/No)	Agency/Organization/Other[6]	Description/Comments
		Emissions Reduction/Score[2]	Cost (Yes/No)[3]	Technical[4]	Logistical[5]			
					currently exist.			
Regional Transportation Plan Measures								
MM RTP-1: Dedicate High Occupancy Vehicle (HOV) lanes prior to adding capacity to existing highways.	RTP		Yes	Yes	Yes	Adverse: possible local CO Beneficial: regional CAPs, TACs	Caltrans, local government	Evaluate the trip reduction (and GHG reduction) potential of adding HOV lanes prior to adding standard lanes.
[M RTP-2: nplement ll/user fee programs prior to adding capacity to existing highways.	RTP		Yes	Yes	Yes	Adverse: possible local CO. Beneficial: regional CAPs, TACs	Caltrans	Evaluate price elasticity and associated trip reduction (and GHG reduction) potential with adding or increasing tolls prior to adding capacity to existing highways.

Note:
[1] Where LD (R, C, M) =Land Development (Residential, Commercial, Mixed-Use), I=Industrial, GP=General Plan, SP=Specific Plan, TP=Transportation Plans, AQP=Air Quality Plans, RR=Rules/Regulations, and P=Policy. It is important to note that listed project types may not be directly specific to the mitigation measure (e.g., TP, AQP, RR, and P) as such could apply to a variety of source types, especially RR and P.
[2] This score system entails ratings of high, moderate, and low that refer to the level of the measure to provide a substantive, reasonably certain (e.g., documented emission reductions with proven technologies), and long-term reduction of GHG emissions.
[3] Refers to whether the measure would provide a cost-effective reduction of GHG emissions based on available documentation.
[4] Refers to whether the measure is based on currently, readily available technology based on available documentation.
[5] Refers to whether the measure could be implemented without extraordinary effort based on available documentation.
[6] List is not meant to be all inclusive.
Source: Data complied by EDAW in 2007

MV00180047

Table 17
General Planning Level Mitigation Strategies Summary

Strategy	Source Type[1]	Agency/Organization[2]	Description/Comments
MS G-1: Adopt a GHG reduction plan	GP/ Mobile, Stationary, & Area	City of San Bernardino	- Adopt GHG reduction targets for the planning area, based on the current legislation providing direction for state-wide targets, and update the plan as necessary. -The local government agency should serve as a model by inventorying its GHG emissions from agency operations, and implementing those reduction goals.
Circulation			
MS G-2: Provide for convenient and safe local travel	GP/ Mobile	Cities/Counties (e.g., Aliso Viejo, Claremont)	- Create a gridded street pattern with small block sizes. This promotes walkability through direct routing and ease of navigation. -Maintain a high level of connectivity of the roadway network. Minimize cul-de-sacs and incomplete roadway segments. -Plan and maintain an integrated, hierarchical and multi-modal system of roadways, pedestrian walks, and bicycle paths throughout the area. -Apply creative traffic management approaches to address congestion in areas with unique problems, particularly on roadways and intersections in the vicinity of schools in the morning and afternoon peak hours, and near churches, parks and community centers. -Work with adjacent jurisdictions to address the impacts of regional development patterns (e.g. residential development in surrounding communities, regional universities, employment centers, and commercial developments) on the circulation system. -Actively promote walking as a safe mode of local travel, particularly for children attending local schools. -Employ traffic calming methods such as median landscaping and provision of bike or transit lanes to slow traffic, improve roadway capacity, and address safety issues.
MS G-3: Enhance the regional transportation network and maintain effectiveness	GP/ Mobile	Cities/Counties (e.g., Aliso Viejo, Claremont)	-Encourage the transportation authority to reduce fees for short distance trips. -Ensure that improvements to the traffic corridors do not negatively impact the operation of local roadways and land uses.

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Item No. E.2
MV00180048

Table 17
General Planning Level Mitigation Strategies Summary

Strategy	Source Type[1]	Agency/Organization[2]	Description/Comments
			-Cooperate with adjacent jurisdictions to maintain adequate service levels at shared intersections and to provide adequate capacity on regional routes for through traffic. -Support initiatives to provide better public transportation. Work actively to ensure that public transportation is part of every regional transportation corridor. - Coordinate the different modes of travel to enable users to transfer easily from one mode to another. -Work to provide a strong paratransit system that promotes the mobility of all residents and educate residents about local mobility choices. - Promote transit-oriented development to facilitate the use of the community's transit services.
MS G-4: Promote and support an efficient public transportation network connecting activity centers in the area to each other and the region.	GP/ Mobile	Cities/Counties (e.g., Aliso Viejo, Claremont)	-Promote increased use of public transportation and support efforts to increase bus service range and frequency within the area as appropriate. -Enhance and encourage provision of attractive and appropriate transit amenities, including shaded bus stops, to encourage use of public transportation. -Encourage the school districts, private schools and other operators to coordinate local bussing and to expand ride-sharing programs. All bussing options should be fully considered before substantial roadway improvements are made in the vicinity of schools to ease congestion.
MS G-5: Establish and maintain a comprehensive system, which is safe and convenient, of pedestrian ways and bicycle routes that provide viable options to travel by automobile.	GP/ Mobile	Cities/Counties (e.g., Aliso Viejo, Claremont)	-Improve area sidewalks and rights-of-way to make them efficient and appealing for walking and bicycling safely. Coordinate with adjacent jurisdictions and regional agencies to improve pedestrian and bicycle trails, facilities, signage, and amenities. -Provide safe and convenient pedestrian and bicycle connections to and from town centers, other commercial districts, office complexes, neighborhoods, schools, other major activity centers, and surrounding communities. -Work with neighboring jurisdictions to provide well-designed pedestrian and bicycle crossings of major roadways. -Promote walking throughout the community. Install sidewalks where missing and make improvements

Table 17
General Planning Level Mitigation Strategies Summary

Strategy	Source Type[1]	Agency/Organization[2]	Description/Comments
			to existing sidewalks for accessibility purposes. Particular attention should be given to needed sidewalk improvement near schools and activity centers. -Encourage businesses or residents to sponsor street furniture and landscaped areas. - Strive to provide pedestrian pathways that are well shaded and pleasantly landscaped to encourage use. - Attract bicyclists from neighboring communities to ride their bicycles or to bring their bicycles on the train to enjoy bicycling around the community and to support local businesses. - Meet guidelines to become nationally recognized as a Bicycle-Friendly community. - Provide for an education program and stepped up code enforcement to address and minimize vegetation that degrades access along public rights-of-way. -Engage in discussions with transit providers to increase the number of bicycles that can be accommodated on buses
MS G-6: Achieve optimum use of regional rail transit.	GP/ Mobile	Cities/Counties (e.g., Aliso Viejo, Claremont)	-Support regional rail and work with rail authority to expand services. - Achieve better integration of all transit options. -Work with regional transportation planning agencies to finance and provide incentives for multimodal transportation systems. - Promote activity centers and transit-oriented development projects around the transit station.
MS G-7: Expand and optimize use of local and regional bus and transit systems.	GP/ Mobile	Cities/Counties (e.g., Aliso Viejo, Claremont)	-Encourage convenient public transit service between area and airports. -Support the establishment of a local shuttle to serve commercial centers. -Promote convenient, clean, efficient, and accessible public transit that serves transit-dependent riders and attracts discretionary riders as an alternative to reliance on single-occupant automobiles.

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Item No. E.2
MV00180050

Table 17
General Planning Level Mitigation Strategies Summary

Strategy	Source Type[1]	Agency/Organization[2]	Description/Comments
			- Empower seniors and those with physical disabilities who desire maximum personal freedom and independence of lifestyle with unimpeded access to public transportation. -Integrate transit service and amenities with surrounding land uses and buildings.
Conservation, Open Space			
MS G-8: Emphasize the importance of water conservation and maximizing the use of native, low-water landscaping.	GP/Stationary & Area	Cities/Counties (e.g., Aliso Viejo, Claremont)	-Reduce the amount of water used for landscaping and increase use of native and low water plants. Maximize use of native, low-water plants for landscaping of areas adjacent to sidewalks or other impermeable surfaces. -Encourage the production, distribution and use of recycled and reclaimed water for landscaping projects throughout the community, while maintaining urban runoff water quality objectives. -Promote water conservation measures, reduce urban runoff, and prevent groundwater pollution within development projects, property maintenance, area operations and all activities requiring approval. -Educate the public about the importance of water conservation and avoiding wasteful water habits. -Work with water provider in exploring water conservation programs, and encourage the water provider to offer incentives for water conservation.
MS G-9: Improve air quality within the region.	GP/ Mobile, Stationary, & Area	Cities/Counties (e.g., Aliso Viejo, Claremont)	-Integrate air quality planning with area land use, economic development and transportation planning efforts. -Support programs that reduce air quality emissions related to vehicular travel. -Support alternative transportation modes and technologies, and develop bike- and pedestrian-friendly neighborhoods to reduce emissions associated with automobile use. -Encourage the use of clean fuel vehicles. -Promote the use of fuel-efficient heating and cooling equipment and other appliances, such as water

MV00180051

Table 17
General Planning Level Mitigation Strategies Summary

Strategy	Source Type[1]	Agency/Organization[2]	Description/Comments
			heaters, swimming pool heaters, cooking equipment, refrigerators, furnaces, and boiler units. - Promote the use of clean air technologies such as fuel cell technologies, renewable energy sources. UV coatings, and alternative, non-fossil fuels. -Require the planting of street trees along streets and inclusion of trees and landscaping for all development projects to help improve airshed and minimize urban heat island effects. - Encourage small businesses to utilize clean, innovative technologies to reduce air pollution. - Implement principles of green building. - Support jobs/housing balance within the community so more people can both live and work within the community. To reduce vehicle trips, encourage people to telecommute or work out of home or in local satellite offices.
MS G-10: Encourage and maximize energy conservation and identification of alternative energy sources.	GP/ Stationary & Area	Cities/Counties (e.g., Aliso Viejo, Claremont)	-Encourage green building designs for new construction and renovation projects within the area. -Coordinate with regional and local energy suppliers to ensure adequate supplies of energy to meet community needs, implement energy conservation and public education programs, and identify alternative energy sources where appropriate. -Encourage building orientations and landscaping that enhance natural lighting and sun exposure. -Encourage expansion of neighborhood-level products and services and public transit opportunities throughout the area to reduce automobile use. - Incorporate the use of energy conservation strategies in area projects. - Promote energy-efficient design features, including appropriate site orientation, use of light color roofing and building materials, and use of evergreen trees and wind-break trees to reduce fuel consumption for heating and cooling.

MV00180052

Table 17
General Planning Level Mitigation Strategies Summary

Strategy	Source Type[1]	Agency/Organization[2]	Description/Comments
			-Explore and consider the cost/benefits of alternative fuel vehicles including hybrid, natural gas, and hydrogen powered vehicles when purchasing new vehicles. -Continue to promote the use of solar power and other energy conservation measures. - Encourage residents to consider the cost/benefits of alternative fuel vehicles. - Promote the use of different technologies that reduce use of non-renewable energy resources. -Facilitate the use of green building standards and LEED in both private and public projects. -Promote sustainable building practices that go beyond the requirements of Title 24 of the California Administrative Code, and encourage energy-efficient design elements, as appropriate. -Support sustainable building practices that integrate building materials and methods that promote environmental quality, economic vitality, and social benefit through the design, construction, and operation of the built environment. - Investigate the feasibility of using solar (photovoltaic) street lights instead of conventional street lights that are powered by electricity in an effort to conserve energy. - Encourage cooperation between neighboring development to facilitate on-site renewable energy supplies or combined heat and power co-generation facilities that can serve the energy demand of contiguous development.

MV00180053

Table 17
General Planning Level Mitigation Strategies Summary

Strategy	Source Type[1]	Agency/Organization[2]	Description/Comments
MS G-11: Preserve unique community forests, and provide for sustainable increase and maintenance of this valuable resource.	GP/Stationary & Area	Cities/Counties (e.g., Aliso Viejo, Claremont)	- Develop a tree planting policy that strives to accomplish specific % shading of constructed paved and concrete surfaces within five years of construction. -Provide adequate funding to manage and maintain the existing forest, including sufficient funds for tree planting, pest control, scheduled pruning, and removal and replacement of dead trees. -Coordinate with local and regional plant experts in selecting tree species that respect the natural region in which Claremont is located, to help create a healthier, more sustainable urban forest. - Continue to plant new trees (in particular native tree species where appropriate), and work to preserve mature native trees. -Increase the awareness of the benefits of street trees and the community forest through a area wide education effort. -Encourage residents to properly care for and preserve large and beautiful trees on their own private property.
Housing			
MS G-12: Provide affordability levels to meet the needs of community residents.	GP/ Mobile	Cities/Counties (e.g., Aliso Viejo, Claremont)	-Encourage development of affordable housing opportunities throughout the community, as well as development of housing for elderly and low and moderate income households near public transportation services. -Ensure a portion of future residential development is affordable to low and very low income households.
Land Use			
MS G-13: Promote a visually-cohesive urban form and establish connections between the urban core and outlying portions of the	GP/ Mobile, Stationary, & Area	Cities/Counties (e.g., Aliso Viejo, Claremont)	-Preserve the current pattern of development that encourages more intense and higher density development at the core of the community and less intense uses radiating from the central core. -Create and enhance landscaped greenway, trail and sidewalk connections between neighborhoods and to commercial areas, town centers, and parks.

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MV00180054

Table 17
General Planning Level Mitigation Strategies Summary

Strategy	Source Type[1]	Agency/Organization[2]	Description/Comments
community.			-Identify ways to visually identify and physically connect all portions of the community, focusing on enhanced gateways and unifying isolated and/or outlying areas with the rest of the area. -Study and create a diverse plant identity with emphasis on drought-resistant native species.
MS G-14: Provide a diverse mix of land uses to meet the future needs of all residents and the business community.	GP/ Mobile	Cities/Counties (e.g., Aliso Viejo, Claremont)	-Attract a broad range of additional retail, medical, and office uses providing employment at all income levels. -Support efforts to provide beneficial civic, religious, recreational, cultural and educational opportunities and public services to the entire community. -Coordinate with public and private organizations to maximize the availability and use of parks and recreational facilities in the community. -Support development of hotel and recreational commercial land uses to provide these amenities to local residents and businesses.
MS G-15: Collaborate with providers of solid waste collection, disposal and recycling services to ensure a level of service that promotes a clean community and environment.	GP/ Stationary, & Area	Cities/Counties (e.g., Aliso Viejo, Claremont)	-Require recycling, composting, source reduction and education efforts throughout the community, including residential, businesses, industries, and institutions, within the construction industry, and in all sponsored activities.
MS G-16: Promote construction, maintenance and active use of publicly- and privately-operated parks, recreation programs, and a community center.	GP/ Mobile	Cities/Counties (e.g., Aliso Viejo, Claremont)	-Work to expand and improve community recreation amenities including parks, pedestrian trails and connections to regional trail facilities. -As a condition upon new development, require payment of park fees and/or dedication and provision of parkland, recreation facilities and/or multi-use trails that improve the public and private recreation system. -Research options or opportunities to provide necessary or desired community facilities.

MV00180055

Table 17
General Planning Level Mitigation Strategies Summary

Strategy	Source Type[1]	Agency/Organization[2]	Description/Comments
MS G-17: Promote the application of sustainable development practices.	GP/ Mobile, Stationary, & Area	Cities/Counties (e.g., Aliso Viejo, Claremont)	- Encourage sustainable development that incorporates green building best practices and involves the reuse of previously developed property and/or vacant sites within a built-up area. - Encourage the conservation, maintenance, and rehabilitation of the existing housing stock. -Encourage development that incorporates green building practices to conserve natural resources as part of sustainable development practices. -Avoid development of isolated residential areas in the hillsides or other areas where such development would require significant infrastructure investment, adversely impact biotic resources. - Provide land area zoned for commercial and industrial uses to support a mix of retail, office, professional, service, and manufacturing businesses.
MS G-18: Create activity nodes as important destination areas, with an emphasis on public life within the community.	GP/ Mobile	Cities/Counties (e.g., Aliso Viejo, Claremont)	-Provide pedestrian amenities, traffic-calming features, plazas and public areas, attractive streetscapes, shade trees, lighting, and retail stores at activity nodes. -Provide for a mixture of complementary retail uses to be located together to create activity nodes to serve adjacent neighborhoods and to draw visitors from other neighborhoods and from outside the area.
MS G-19: Make roads comfortable, safe, accessible, and attractive for use day and night.	GP/ Mobile	Cities/Counties (e.g., Aliso Viejo, Claremont)	-Provide crosswalks and sidewalks along streets that are accessible for people with disabilities and people who are physically challenged. -Provide lighting for walking and nighttime activities, where appropriate. -Provide transit shelters that are comfortable, attractive, and accommodate transit riders.
MS G-20: Maintain and expand where possible the system of neighborhood connections that attach neighborhoods to larger roadways.	GP/ Mobile	Cities/Counties (e.g., Aliso Viejo, Claremont)	- Provide sidewalks where they are missing, and provide wide sidewalks where appropriate with buffers and shade so that people can walk comfortably. -Make walking comfortable at intersections through traffic-calming, landscaping, and designated crosswalks.

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Table 17
General Planning Level Mitigation Strategies Summary

Strategy	Source Type[1]	Agency/Organization[2]	Description/Comments
			-Look for opportunities for connections along easements & other areas where vehicles not permitted.
MS G-21: Create distinctive places throughout the area.	GP/ Mobile	Cities/Counties (e.g., Aliso Viejo, Claremont)	-Provide benches, streetlights, public art, and other amenities in public areas to attract pedestrian activities. -Encourage new developments to incorporate drought tolerant and native landscaping that is pedestrian friendly, attractive, and consistent with the landscaped character of area. -Encourage all new development to preserve existing mature trees. -Encourage streetscape design programs for commercial frontages that create vibrant places which support walking, bicycling, transit, and sustainable economic development. -Encourage the design and placement of buildings on lots to provide opportunities for natural systems such as solar heating and passive cooling. - Ensure that all new industrial development projects are positive additions to the community setting, provide amenities for the comfort of the employees such as outdoor seating area for breaks or lunch, and have adequate landscape buffers.
MS G-22: Reinvest in existing neighborhoods and promote infill development as a preference over new, greenfield development	GP/ Mobile, Stationary, & Area	Cities/Counties (e.g., Aliso Viejo, Claremont)	- Identify all underused properties in the plan area and focus development in these opportunity sites prior to designating new growth areas for development. - Implement programs to retro-fit existing structures to make them more energy-efficient. -Encourage compact development, by placing the desired activity areas in smaller spaces.

MV00180057

Table 17
General Planning Level Mitigation Strategies Summary

Strategy	Source Type[1]	Agency/Organization[2]	Description/Comments
Public Safety			
MS G-23: Promote a safe community in which residents can live, work, shop, and play.	GP/ Mobile	Cities/Counties (e.g., Aliso Viejo, Claremont)	- Foster an environment of trust by ensuring non-biased policing, and by adopting policies and encouraging collaboration that creates transparency. - Facilitate traffic safety for motorists and pedestrians through proper street design and traffic monitoring.

Note:
[1] Where GP=General Plan.
[2] List is not meant to be all inclusive.
Source: Data complied by EDAW in 2007

Appendix C

Rule and Regulation Summary

Table 18
Rule and Regulation Summary

Rule/Regulation	Reduction	Implementation Date	Agency	Description	Comments
Low Carbon Fuel Standard	10-20 MMT CO_2e by 2020	January 1, 2010	ARB	This rule/regulation will require fuel providers (e.g., producers, importers, refiners and blenders) to ensure that the mix of fuels they sell in CA meets the statewide goal to reduce the carbon intensity of CA's transportation fuels by at least 10% by the 2020 target.	ARB Early Action Measure
Reduction of HFC-134a Emissions from Nonprofessional Servicing of Motor Vehicle Air Conditioning Systems	1-2 MMT CO_2e by 2020	January 1, 2010	ARB	This rule/regulation will restrict the use of high GWP refrigerants for nonprofessional recharging of leaky automotive air conditioning systems.	ARB Early Action Measure
Landfill Gas Recovery	2-4 MMT CO_2e by 2020	January 1, 2010	IWMB, ARB	This rule/regulation will require landfill gas recovery systems on small to medium landfills that do not have them and upgrade the requirements at landfills with existing systems to represent best capture and destruction efficiencies.	ARB Early Action Measure
Vehicle Climate Change Standards (AB 1493 Pavley, Chapter 200, Statutes of 2002)	30 MMT CO_2e by 2020	2009	ARB	This rule/regulation will require ARB to achieve the maximum feasible and cost effective reduction of GHG emissions from passenger vehicles and light-duty trucks.	ARB Early Action Measure
Reduction of PFCs from the Semiconductor Industry	0.5 MMT CO_2e by 2020	2007–2009	ARB	This rule/regulation will reduce GHG emissions by process improvements/source reduction, alternative chemicals capture and beneficial reuse, and destruction technologies	Underway or to be initiated by CAT members in 2007-2009 period

AB=Assembly Bill; ARB=California Air Resources Board; Calfire=California Fire; CA=California; Caltrans=California Department of Transportation; CAT=California Action Team; CEC=California Energy Commission; CDFA=California Department of Food and Agriculture; CH_4=Methane; CO_2=Carbon Dioxide; CPUC=California Public Utilities Commission; CUFR=California Urban Forestry; DGS=Department of General Services; DWR=Department of Water Resources; GHG=Greenhouse Gas; GWP=Global Warming Potential; IGCC= Integrated Gasification Combined Cycle; IOU= Investor-Owned Utility; IT=Information Technology; IWCB= Integrated Waste Management Board; LNG= Liquefied Natural Gas; MMT CO_2e=Million Metric Tons Carbon Dioxide Equivalent; MW=Megawatts; NA=Not Available; N_2O=Nitrous Oxide; PFC= Perfluorocompound; POU= Publicly Owned Utility; RPS= Renewable Portfolio Standards; RTP=Regional Transportation Plan SB=Senate Bill; SWP=State Water Project; TBD=To Be Determined; UC/CSU=University of California/California State University; ULEV=Ultra Low Emission Vehicle.

Table 18
Rule and Regulation Summary

Rule/Regulation	Reduction	Implementation Date	Agency	Description	Comments
estrictions on High GWP Refrigerants	9 MMT CO_2e by 2020	2010	ARB	This rule/regulation will expand and enforce the national ban on release of high GWP refrigerants during appliance lifetime.	ARB Early Action Measure
Cement Manufacture	<1 MMT CO_2e per year (based on 2004 production levels)	2010	Caltrans	This rule/regulation will allow 2.5% interground limestone concrete mix in cement use.	CAT Early Action Measure
Hydrogen Fuel Standards (SB 76 of 2005)	TBD	By 2008	CDFA	This rule/regulation will develop hydrogen fuel standards for use in combustion systems and fuel cells.	CAT Early Action Measure
Regulation of GHG from Load Serving Entities (SB 1368)	15 MMT CO_2e by 2020	May 23, 2007	CEC, CPUC	This rule/regulation will establish a GHG emission performance standard for baseload generation of local publicly owned electric utilities that is no higher than the rate of emissions of GHG for combined-cycle natural gas baseload generation.	CAT Early Action Measure
Energy Efficient Building Standards	TBD	In 2008	CEC	This rule/regulation will update of Title 24 standards.	CAT Early Action Measure
Energy Efficient Appliance Standards	TBD	January 1, 2010	CEC	This rule/regulation will regulate light bulb efficiency	CAT Early Action Measure
Tire Efficiency (Chapter 8.7 Division 15 of the Public Resources Code)	<1 MMT CO_2e by 2020	January 1, 2010	CEC & IWMB	This rule/regulation will ensure that replacement tires sold in CA are at least as energy efficient, on average, as tires sold in the state as original equipment on these vehicles.	CAT Early Action Measure
New Solar Homes Partnership	TBD	January 2007	CEC	Under this rule/regulation, approved solar systems will receive incentive funds based on system performance above building standards.	CAT Early Action Measure

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Table 18
Rule and Regulation Summary

Rule/Regulation	Reduction	Implementation Date	Agency	Description	Comments
Water Use Efficiency	1 MMT CO_2e by 2020	2010	DWR	This rule/regulation will adopt standards for projects and programs funded through water bonds that would require consideration of water use efficiency in construction and operation.	CAT Early Action Measure
State Water Project	TBD	2010	DWR	This rule/regulation will include feasible and cost effective renewable energy in the SWP's portfolio.	CAT Early Action Measure
Cleaner Energy for Water Supply	TBD	2010	DWR	Under this rule/regulation, energy supply contracts with conventional coal power plants will not be renewed.	CAT Early Action Measure
IOU Energy Efficiency Programs	4 MMT CO_2e by 2020	2010	CPUC	This rule/regulation will provide a risk/reward incentive mechanism for utilities to encourage additional investment in energy efficiency; evaluate new technologies and new measures like encouraging compact fluorescent lighting in residential and commercial buildings	CAT Early Action Measure
Solar Generation	TBD	2007–2009	DGS	3 MW of clean solar power generation implemented in CA last year, with another 1 MW coming up. The second round is anticipated to total additional 10 MW and may include UC/CSU campuses and state fairgrounds.	Underway or to be initiated by CAT members in 2007-2009 period

AB=Assembly Bill; ARB=California Air Resources Board; Calfire=California Fire; CA=California; Caltrans=California Department of Transportation; CAT=California Action Team; CEC=California Energy Commission; CDFA=California Department of Food and Agriculture; CH_4=Methane; CO_2=Carbon Dioxide; CPUC=California Public Utilities Commission; CUFR=California Urban Forestry; DGS=Department of General Services; DWR=Department of Water Resources; GHG=Greenhouse Gas; GWP=Global Warming Potential; IGCC= Integrated Gasification Combined Cycle; IOU= Investor-Owned Utility; IT=Information Technology; IWCB= Integrated Waste Management Board; LNG= Liquefied Natural Gas; MMT CO_2e=Million Metric Tons Carbon Dioxide Equivalent; MW=Megawatts; NA=Not Available; N_2O=Nitrous Oxide; PFC= Perfluorocompound; POU= Publicly Owned Utility; RPS= Renewable Portfolio Standards; RTP=Regional Transportation Plan SB=Senate Bill; SWP=State Water Project; TBD=To Be Determined; UC/CSU=University of California/California State University; ULEV=Ultra Low Emission Vehicle.

Table 18
Rule and Regulation Summary

Rule/Regulation	Reduction	Implementation Date	Agency	Description	Comments
ransportation Efficiency	9 MMT CO_2e by 2020	2007–2009	Caltrans	This rule/regulation will reduce congestion, improve travel time in congested corridors, and promote coordinated, integrated land use.	Underway or to be initiated by CAT members in 2007-2009 period
Smart Land Use and Intelligent Transportation	10 MMT CO_2e by 2020	2007–2009	Caltrans	This rule/regulation will integrate consideration of GHG reduction measures and energy efficiency factors into RTPs, project development etc.	Underway or to be initiated by CAT members in 2007-2009 period
Cool Automobile Paints	1.2 to 2.0 MMT CO_2e by 2020	2009	ARB	Cool paints would reduce the solar heat gain in a vehicle and reduce air conditioning needs.	ARB Early Action Measure
Tire Inflation Program	TBD	2009	ARB	This rule/regulation will require tires to be checked and inflated at regular intervals to improve fuel economy.	ARB Early Action Measure
Electrification of Stationary Agricultural Engines	0.1 MMT CO_2e by 2020	2010	ARB	This rule/regulation will provide incentive funding opportunities for replacing diesel engines with electric motors.	ARB Early Action Measure
Desktop Power Management	Reduce energy use by 50%	2007–2009	DGS, ARB	This rule/regulation will provide software to reduce electricity use by desktop computers by up to 40%.	Currently deployed in DGS
Reducing CH_4 Venting/Leaking from Oil and Gas Systems (EJAC-3/ARB 2-12)	1 MMT CO_2e by 2020	2010	ARB	This rule/regulation will reduce fugitive CH_4 emissions from production, processing, transmission, and distribution of natural gas and oil.	ARB Early Action Measure
Replacement of High GWP Gases Used in Fire Protection Systems with Alternate Chemical (ARB 2-10)	0.1 MMT CO_2e by 2020	2011	ARB	This rule/regulation will require the use of lower GWP substances in fire protection systems.	ARB Early Action Measure
Contracting for Environmentally Preferable Products	NA	2007–2009	DGS	New state contracts have been or are being created for more energy and resource efficient IT goods, copiers, low mercury fluorescent lamps, the CA Gold Carpet Standard and office furniture.	Underway or to be initiated by CAT members in 2007-2009 period
Hydrogen Fuel Cells	NA	2007–2009	DGS	This rule/regulation will incorporate clean hydrogen fuel cells in stationary applications	Underway or to be initiated by CAT members in 2007-2009

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Table 18
Rule and Regulation Summary

Rule/Regulation	Reduction	Implementation Date	Agency	Description	Comments
				at State facilities and as back-up generation for emergency radio services.	period
High Performance Schools	NA	2007–2009	DGS	New guidelines adopted for energy and resource efficient schools; up to $100 million in bond money for construction of sustainable, high performance schools.	Underway or to be initiated by CAT members in 2007-2009 period
Urban Forestry	1 MMT CO_2e by 2020	2007–2009	Calfire, CUFR	This rule/regulation will provide five million additional trees in urban areas by 2020.	Underway or to be initiated by CAT members in 2007-2009 period
Fuels Management/Biomass	3 MMT CO_2e by 2020	2007–2009	Calfire	This rule/regulation will provide biomass from forest fuel treatments to existing biomass utilization facilities.	Underway or to be initiated by CAT members in 2007-2009 period
Forest Conservation and Forest Management	10 MMT CO_2e by 2020	2007–2009	Calfire, WCB	This rule/regulation will provide opportunities for carbon sequestration in Proposition 84 forest land conservation program to conserve an additional 75,000 acres of forest landscape by 2010.	Underway or to be initiated by CAT members in 2007-2009 period
Afforestation/Reforestation	2 MMT CO_2e by 2020	2007–2009	Calfire	This rule/regulation will subsidize tree planting.	Underway or to be initiated by CAT members in 2007-2009 period
Dairy Digesters	TBD	January 1, 2010	CDFA	This rule/regulation will develop a dairy digester protocol to document GHG emission reductions from these facilities.	ARB Early Action Measure

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Table 18
Rule and Regulation Summary

Rule/Regulation	Reduction	Implementation Date	Agency	Description	Comments
onservation Tillage and Enteric ermentation	1 MMT CO_2e by 2020	2007–2009	CDFA	This rule/regulation will develop and implement actions to quantify and reduce enteric fermentation emissions from livestock and sequester soil carbon using cover crops and conservation tillage.	Underway or to be initiated by CAT members in 2007-2009 period
ULEV	TBD	2007–2009	DGS	A new long term commercial rental contract was released in March 2007 requiring a minimum ULEV standard for gasoline vehicles and requires alternative fuel and hybrid-electric vehicles.	Underway or to be initiated by CAT members in 2007-2009 period
Flex Fuel Vehicles	370 metric tons CO_2, 0.85 metric tons of CH_4, and 1.14 metric tons of N_2O	2007–2009	DGS	Under this rule/regulation, DGS is replacing 800 vehicles with new, more efficient vehicles.	Underway or to be initiated by CAT members in 2007-2009 period
Climate Registry	TBD	2007–2009	DGS	Benchmarking and reduction of GHG emissions for state owned buildings, leased buildings and light duty vehicles.	Underway or to be initiated by CAT members in 2007-2009 period
Municipal Utilities Electricity Sector Carbon Policy	Included in SB 1368 reductions	2007–2009	CEC, CPUC, ARB	Under this rule/regulation, GHG emissions cap policy guidelines for CA's electricity sector (IOUs and POUs).	Underway or to be initiated by CAT members in 2007-2009 period
Alternative Fuels: Nonpetroleum Fuels	TBD	2007–2009	CEC	State plan to increase the use of alternative fuels for transportation; full fuel cycle assessment.	Underway or to be initiated by CAT members in 2007-2009 period
Zero Waste/High Recycling Strategy	5 MMT CO_2e by 2020	2007–2009	IWMB	This rule/regulation will identify materials to focus on to achieve GHG reduction at the lowest possible cost; Builds on the success of 50% Statewide Recycling Goal.	Underway or to be initiated by CAT members in 2007-2009 period
Organic Materials Management	TBD	2007–2009	IWMB	This rule/regulation will develop a market incentive program to increase organics diversion to the agricultural industry.	Underway or to be initiated by CAT members in 2007-2009 period
Landfill Gas Energy	TBD	2007–2009	IWMB	Landfill Gas to Energy & LNG/biofuels	Underway or to be initiated by CAT members in 2007-2009 period

MV00180065

Table 18
Rule and Regulation Summary

Rule/Regulation	Reduction	Implementation Date	Agency	Description	Comments
Target Recycling	TBD	2007–2009	IWMB	This rule/regulation will focus on industry/public sectors with high GHG components to implement targeted commodity recycling programs.	Underway or to be initiated by CAT members in 2007-2009 period
Accelerated Renewable Portfolio Standard	Included in SB 1368 reductions	2007–2009	CPUC	This rule/regulation will examine RPS long term planning and address the use of tradable renewable energy credits for RPS compliance.	Underway or to be initiated by CAT members in 2007-2009 period
CA Solar Initiative	1 MMT CO_2e by 2020	2007–2009	CPUC	Initiative to deliver 2000 MWs of clean, emissions free energy to the CA grid by 2016.	Underway or to be initiated by CAT members in 2007-2009 period
Carbon Capture and Sequestration	TBD	2007–2009	CPUC	Proposals for power plants with IGCC and/or carbon capture in the next 18 months.	Underway or to be initiated by CAT members in 2007-2009

Source: Data complied by EDAW in 2007

AB=Assembly Bill; ARB=California Air Resources Board; Calfire=California Fire; CA=California; Caltrans=California Department of Transportation; CAT=California Action Team; CEC=California Energy Commission; CDFA=California Department of Food and Agriculture; CH_4=Methane; CO_2=Carbon Dioxide; CPUC=California Public Utilities Commission; CUFR=California Urban Forestry; DGS=Department of General Services; DWR=Department of Water Resources; GHG=Greenhouse Gas; GWP=Global Warming Potential; IGCC= Integrated Gasification Combined Cycle; IOU= Investor-Owned Utility; IT=Information Technology; IWCB= Integrated Waste Management Board; LNG= Liquefied Natural Gas; MMT CO_2e=Million Metric Tons Carbon Dioxide Equivalent; MW=Megawatts; NA=Not Available; N_2O=Nitrous Oxide; PFC= Perfluorocompound; POU= Publicly Owned Utility; RPS= Renewable Portfolio Standards; RTP=Regional Transportation Plan SB=Senate Bill; SWP=State Water Project; TBD=To Be Determined; UC/CSU=University of California/California State University; ULEV=Ultra Low Emission Vehicle.

2011 Annual Report

Transportation Uniform Mitigation Fee Program

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

Item No. E.2

MV00180067

Dear Friend,

No doubt about it, crop circles are intriguing, even fascinating, to many. Are the circles the work of alien visitors? Are they a natural phenomenon? Perhaps elaborate hoaxes perpetrated by some very dedicated humans? Whatever you believe them to be, you can't deny that the topic makes for great conversation.

Farmers have reported finding strange circles in their fields for centuries. The earliest mention of a crop circle dates back to the 1500s. Observations of crop circles were sporadic until the 20th century, when circles began appearing in the 1960s and 1970s in England and the United States. By the 1990s, crop circles had become something of a tourist attraction. In 1990 alone, more than 500 circles emerged in Europe. Within the next few years, there were thousands. Visitors came from around the world to see them. They became associated with strange lights, reports of malfunctioning electronic equipment, and positive health effects on people visiting circles, suggesting that the phenomenon involves unexplained forces.

In 2003, to considerably less fanfare, a series of circles also began appearing in Western Riverside County. Unlike the mysteriousness surrounding crop circle origins, those sighted in the WRCOG subregion (see p. 46 of this Annual Report for a closer look) do not defy explanation. The concentric circles found in these pages simply show the total value of road, bridge and interchange improvements to be constructed using revenues from WRCOG's Transportation Uniform Mitigation Fee (TUMF) Program within 3, 5, and 10-mile diameters from each city center in Western Riverside County. No hoaxes. No flashy lights. No alien trails. Just fact.

WRCOG's circles demonstrate the immense ***regional value*** of the TUMF Program, the nation's largest uniform development fee program for transportation improvements. ***Regional value*** is the centerpiece of the TUMF Program, recognizing that residents and employees in all of Western Riverside County's jurisdictions utilize arterials located not just in the city in which they live and/or work, but also those in adjacent jurisdictions and beyond. Without TUMF's regional approach to funding transportation improvements, there is no way any single jurisdiction could, by itself, raise the revenues needed to construct the transportation infrastructure that will be coming their way via this Program. Developers in the City of Lake Elsinore, for example, will contribute approximately $50 million to the TUMF Program over time, yet more than $480 million in TUMF improvements are identified to be constructed within 10 miles from the City center. The circle pattern repeats itself in each of WRCOG's jurisdictions: $429 million in TUMF improvements are identified within 10 miles of Hemet's City center, $648 million from Jurupa Valley's city center, $827 million from Murrieta's City center, and so on.

When completed, the TUMF Program will construct 1,229 new lane-miles of arterials, improve 58 interchanges, construct or widen 56 bridges, construct 17 railroad grade separations, provide more than $61 million for regional transit improvements, and provide nearly $60 million for acquisition of sensitive habitat. Already, at the end of the 2010/2011 fiscal year, 46 TUMF-funded projects had been completed.

As the administrator of the TUMF Program, WRCOG is pleased to provide this 2011 TUMF Annual Report. The Report provides detailed information about the history and status of the Program, including revenues collected, projects completed and programmed, as well as the latest updates regarding which projects are to be constructed. Our goal is to provide information that will be helpful in understanding the direction and accomplishments of the TUMF Program.

Crop circles have been said to bestow health benefits to those who visit them. We can't vouch for that, but we do believe that health benefits - in the form of reduced congestion - will come to residents and employees who drive within WRCOG's circles in the future.

Rick Bishop

Rick Bishop, Executive Director
Western Riverside Council of Governments

MV00180068

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Cover photo: Construction underway on the Cal Oaks / I-15 Interchange Improvement Project, City of Murrieta (Photo courtesy of

Introduction

MV00180071

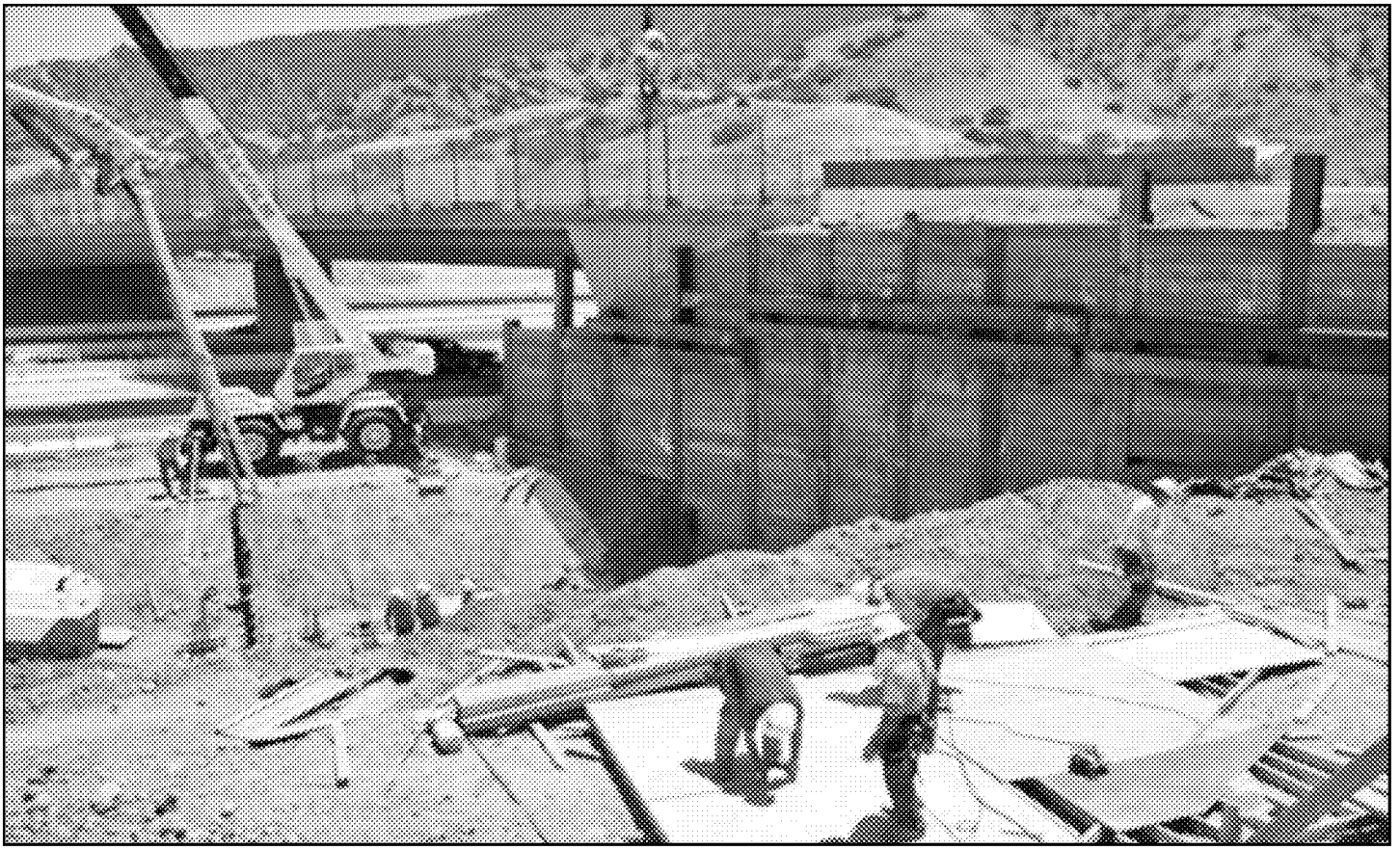

Green River Road / SR-91 Interchange construction (Photo courtesy of RCTC)

Riverside County is the fourth most populated California county, and the eleventh most populated County in the United States. Western Riverside County includes seventeen incorporated Cities and the unincorporated county, covering an area of approximately 2,100 square miles. The subregion's population is over 1.7 million people and will grow by over 700,000 between now and 2035, reaching 2.46 million residents (in 1990, Western Riverside County had approximately 869,559 people). Between 2010 and 2011, Riverside County had the highest growth rate (1.59 percent) in the state, adding over 34,000 new residents during the year.

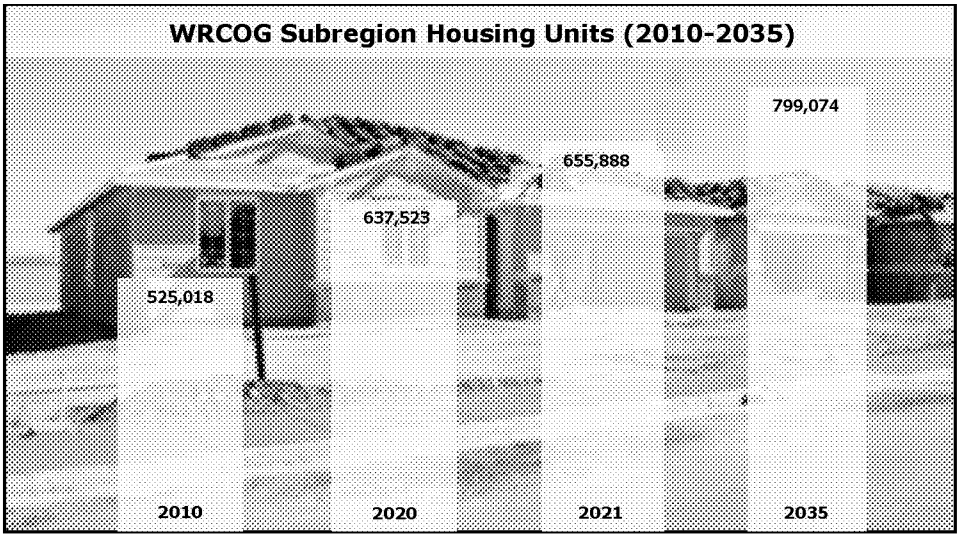

Source: Riverside County Center for Demographic Research

Along with the tremendous opportunities that growth brings comes consequences and challenges, including a heavy impact on transportation infrastructure.

Projected growth in Western Riverside County can be expected to significantly increase congestion and degrade mobility unless substantial investments are

made in the subregion's transportation infrastructure. This challenge is especially critical for arterial highways and roadways that carry a significant number of trips between the jurisdictions within the subregion. As more jobs come to the subregion, thousands of vehicle trips that occur on the freeways as commuters travel to other counties for employment are transitioning to the subregion's arterials, which are already heavily used by current commuters.

Traditional sources of transportation improvement funding (such as the gasoline tax) will not be sufficient to fund the transportation improvements needed to serve this significant new growth. Development conditions and local Development Impact Fees (DIFs) are limited in scope, and when applied, do not provide for regional improvements necessary to accommodate new growth, as improvements are usually confined to the area immediately adjacent to the respective development. Broad-based county-level funding sources, such as Riverside County's half-cent sales tax known as Measure A, focus most expenditures for freeways, designating lesser revenue allocations for arterial roadway improvements.

As a result of growth in Western Riverside County, additional pressure will be placed on the subregion's transportation infrastructure, particularly the arterial roadways, with Vehicle Miles Traveled (VMT) estimated to increase by 55 percent, or 1.6 percent compounded annually. By 2035, 36 percent of the total VMT on the regional arterial highway system is forecast to operate on facilities at Level Of Service (LOS) E or worse. (LOS is a qualitative measure used to describe traffic flow conditions, ranging from free flow conditions at LOS A to congested conditions at LOS F.)

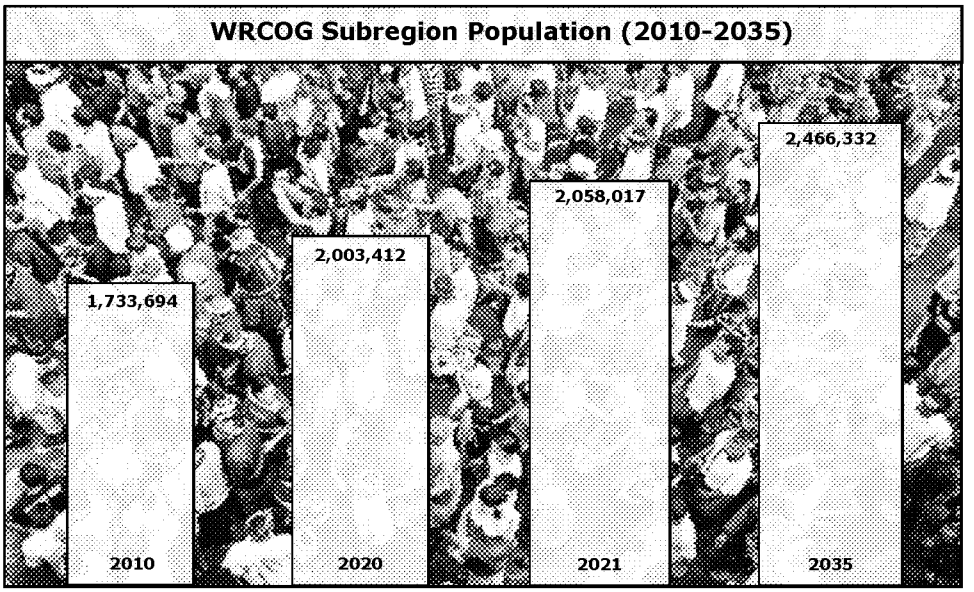

Source: Riverside County Center for Demographic Research

In 2007, the total Vehicle Hours of Delay (VHD) experienced by area motorists on arterial highways was 25.8 million hours. Without improvements to the arterial highway system, VHD will increase by more than 5.4 percent per year to 50 million VHD by 2035. The need to improve these roadways and relieve future congestion is, therefore, directly linked to the future development that generates the travel demand.

Additionally, a substantial number of future trips will be served by bus transit services within Western Riverside County, which is also a result of future development.

In August 2000, the WRCOG Executive Committee directed that the development of a consolidated uniform mitigation fee program for all of Western Riverside County be undertaken. This action was based on the desire to establish a single uniform fee program to mitigate the cumulative regional impacts of new development on the subregion's arterial [illegible] than having multiple and potentia[illegible] dinated fee programs with

varying policies, fee amounts and improvement projects. A regional transportation program was viewed as the most effective way to address the cumulative impacts of new development in the WRCOG subregion.

Corona Transit Center, City of Corona

The subregion's Public Works Directors identified a network of roads, bridges, interchanges and railroad grade separations that should be included in this Program. The network, known as the Regional System of Highways and Arterials (RSHA), represents the subregion's cumulative and seamless identification of transportation improvements needed to accommodate future growth in the subregion through 2035. The RSHA (see p. 8 of this Report) serves as the cornerstone of the TUMF Program, and provides the basis for the "Nexus Study" prepared to demonstrate the impact of future development on the subregion's RSHA, identify improvements needed to accommodate the projected growth, establish improvement costs and - ultimately - to determine the fee structure for the TUMF Program.

In order to ensure the TUMF Program's "Nexus Study" remains current, a new Nexus Study was prepared by WRCOG during the 2009/2010 fiscal year to update the TUMF Program. The updated Nexus Study continues to demonstrate the relationship between the fee collected and the proposed improvements due to new growth. Factors that reflect this relationship include the following:

- Western Riverside County is expected to continue to examine significant long-term growth.
- Continuing new growth will result in increasing congestion on arterial roadways.
- Future arterial roadway congestion is directly attributable to the cumulative regional transportation impacts of future development in Western Riverside County.
- Capacity improvements to the transportation system will be needed to mitigate the cumulative impacts of new development.
- Roads on the TUMF Network (Network) are the facilities that merit improvement through this fee Program.
- Improvements to the public transportation system will be needed to provide adequate mobility for the transit-dependent travelers and to provide an alternative to automotive travel.

The WRCOG Executive Committee approved the findings of the Nexus Study update and adopted the proposed fee structure. The fee is based on an updated growth forecast, an

updated cost of the improvements, a revised RSHA, and the elimination of existing need since it cannot be part of the fee.

Between now and 2035, the TUMF Program is estimated to provide $4.2 billion in arterial road, bridge, intersection and interchange improvements in Western Riverside County. Once fees are collected from new development by each of WRCOG's participating jurisdictions, TUMF Program dollars are programmed by WRCOG's partner agencies to implement the TUMF Program, which includes: the jurisdictions, the Riverside Transit Agency (RTA), the March Joint Powers Authority, and the Riverside County Transportation Commission (RCTC).

These jurisdictions and agencies are responsible for prioritizing which TUMF projects will be constructed first, and also for overseeing all aspects of project development. This implementation approach allows those agencies to move quickly in developing priorities and constructing projects.

As part of the Nexus Study update, the RSHA was revised to reflect the most current transportation needs and costs for Western Riverside County. The new Network reflected several changes due to completed projects and recommendations from the WRCOG Public Works Committee (PWC) to better represent the transportation needs of Western Riverside County.

The updated Network revised the number of lane miles, interchanges, intersections and grade separations from the previous network. In addition, it eliminated the following improvements: Category 4 interchange improvements (generally ramp improvements) and Category 5

:hange Project, City of Temecula (Photo courtesy of City of Temecula)

interchange improvements (TUMF-to-TUMF grade separations); all costs associated with TUMF facilities as part of Communities Facilities District 93-1 in the City of Beaumont; TUMF-to-TUMF intersection improvements; and the Mid County Parkway segment from I-215 to I-15.

Van Buren Bridge over Santa Ana River (Photo courtesy of TLMA)

The updated Ntwork also reflects all completed TUMF projects, and no new projects were added, resulting in an overall RSHA reduction in cost.

A summary of improvements to the RSHA that will be provided by the TUMF Program is as follows:

- Construct 1,229 new lane miles of arterials.
- Improve 58 interchanges.
- Construct or widen 56 bridges.
- Provide more than $61 million for regional transit improvements.
- Provide nearly $60 million for acquisition of sensitive habitat.
- Construct 17 railroad grade separations.

This Annual Report provides a summary of revenues collected and expended during the 2010/2011 fiscal year. It summarizes projects that have been constructed, programmed, or are underway in accordance with adopted Transportation Improvement Programs (TIPs) for each of the Program's five zones, RCTC and RTA.

Visible evidence of Program implementation already exists, as 47 TUMF-funded projects are already built. The list of completed projects can be found in the "Projects" section (p. 45) of this Report.

The TUMF Program is administered by WRCOG, a joint powers authority consisting of the 17 cities in Western Riverside County, the County of Riverside, the Eastern Municipal Water District and Western Municipal Water District, the Riverside County Superintendent of Schools and the March JPA (a voting member on TUMF items at the Technical Advisory Committee level).

For more information regarding WRCOG, or to find more details related to the TUMF Program, please visit WRCOG's website at www.wrcog.cog.ca.us.

When the TUMF Program was initiated in 2003, there were virtually no "shelf-ready" projects ready to be built. Development of the TUMF Network (the RSHA) by the Public Works Directors in the subregion's then 15 jurisdictions was a significant accomplishment in itself, as it meant that for the first time the subregion had a comprehensive and cohesive arterial system that recognized the region's — and not just an individuals jurisdiction's — projected growth. By not having "shelf-ready" projects (projects that had already completed necessary planning and engineering studies, had right-of-way acquired, and had secured all required permits and funding), many projects proposed by the TUMF Program had to be developed from the ground up. In the initial stages of preparing projects for the jurisdictions in each Zone, WRCOG assisted with revenue projections and individual zone-level TIP development. Now that the Zone programs are up and running, the task of building projects takes center stage.

But how long does it take to deliver a project? As jurisdictions bring forward new projects, when can these projects expect to become a reality? There are a number of steps that need to occur for a typical transportation project to be built, and it is important to understand general timelines so that expectations can be realistic regarding the pace of TUMF project implementation. The "Life Cycle of a TUMF Project" diagram below provides, in general terms, the various steps and associated timeframes for a typical TUMF project.

LIFE CYCLE OF A TUMF PROJECT

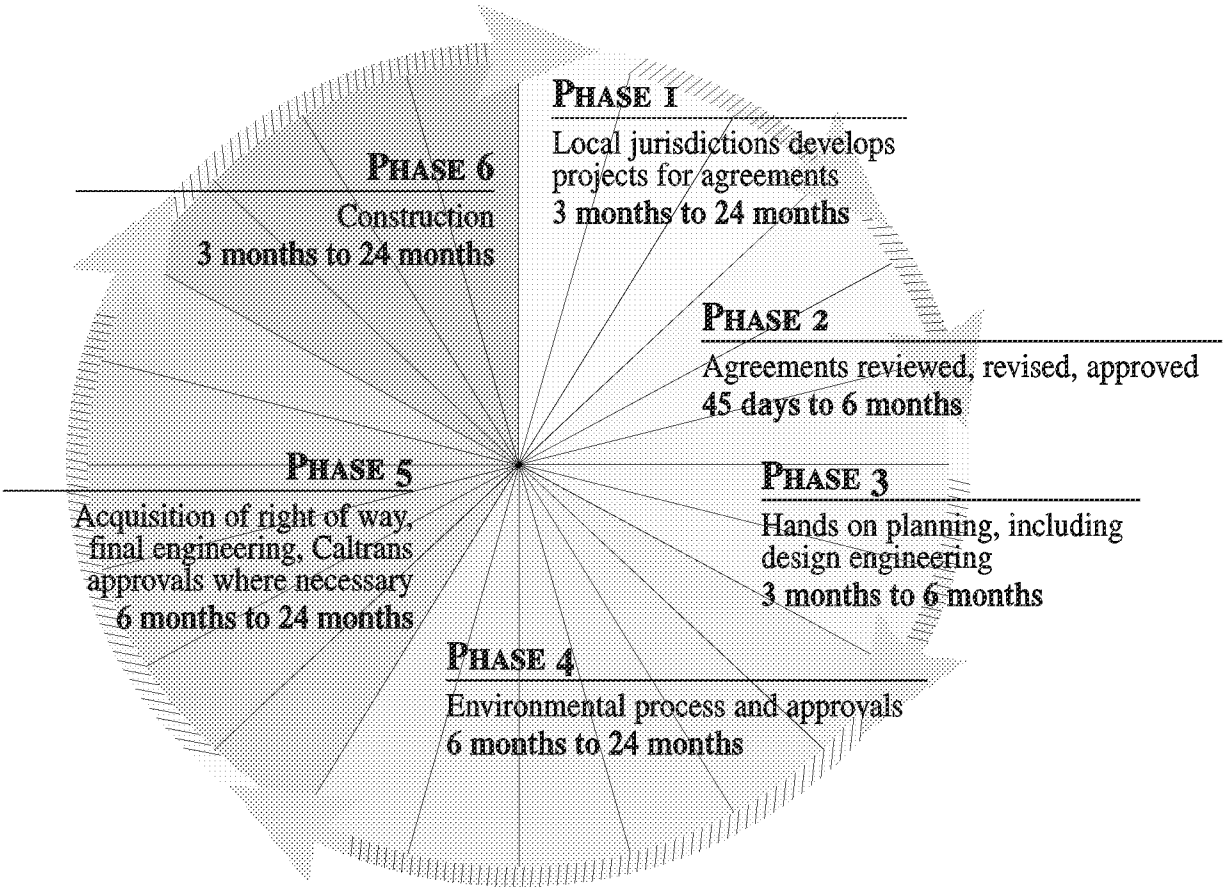

Regional System of Highways and Arterials (RSHA)

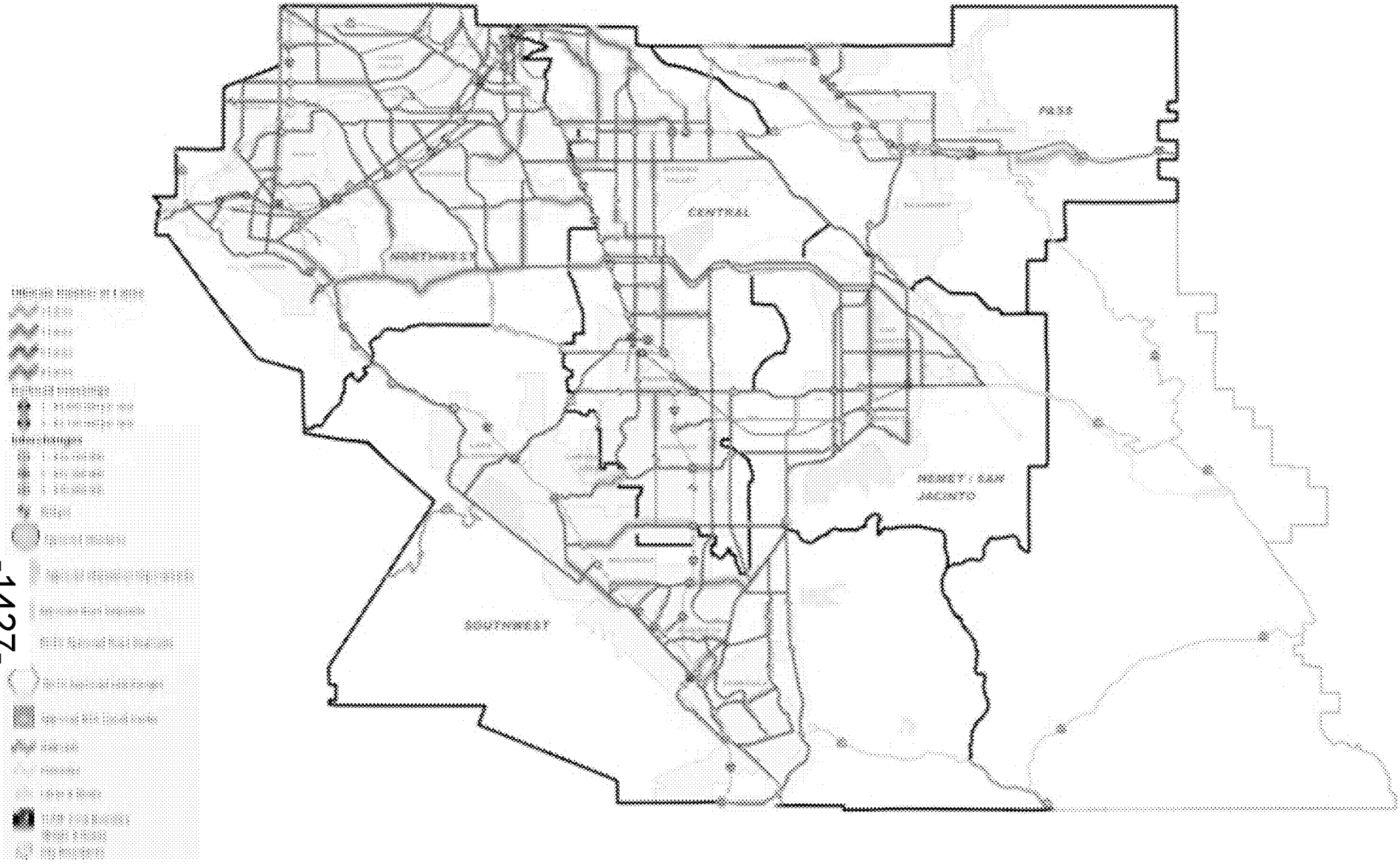

The Regional System of Highways & Arterials depicts TUMF Program improvements. A detailed listing of Program improvements can be obtained by calling WRCOG at (951) 955-7985 or by visiting WRCOG's website at www.wrcog.cog.ca.us.

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Revenue

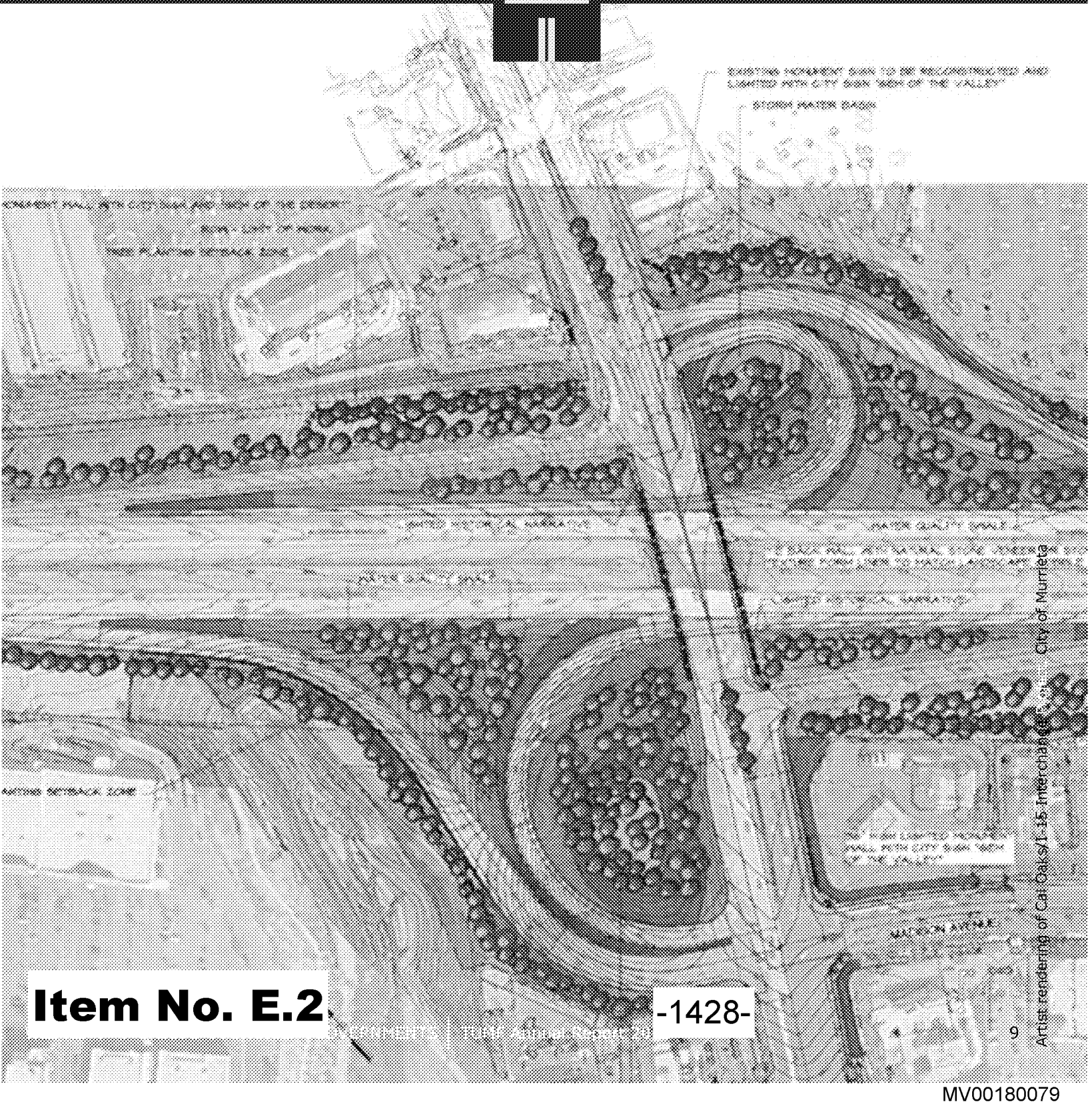

Artist rendering of Cal Oaks/I-15 Interchange, City of Murrieta

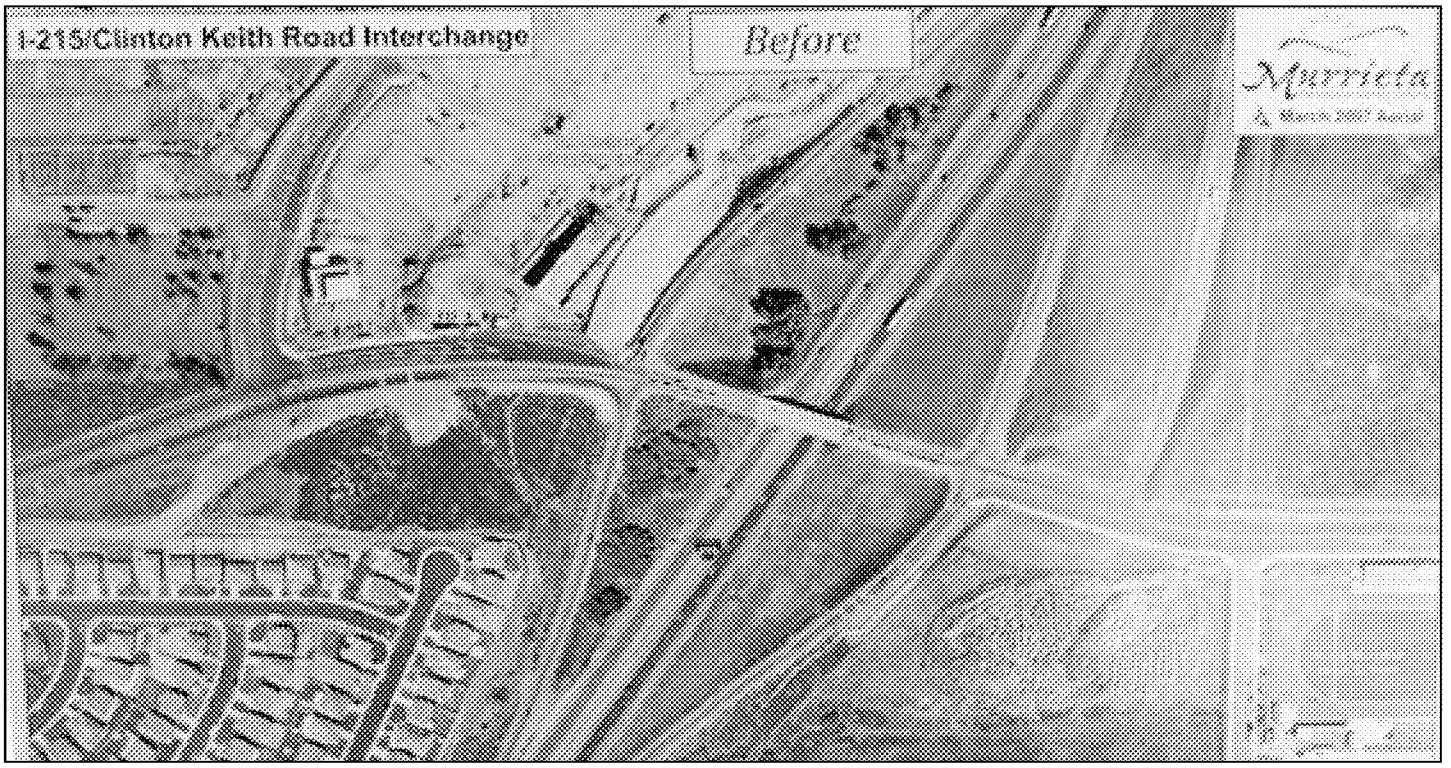

I-215 / Clinton Keith Road Interchange Project, City of Murrieta (Photo courtesy City of Murrieta)

How Does the TUMF Program Work?

AB 1600, the California Mitigation Fee Act, requires that a reasonable relationship exist between a development impact fee collected and the proposed improvements for which a fee is used. WRCOG's TUMF Program Nexus Study satisfies the requirements of AB 1600, and has two primary objectives: 1) to demonstrate the relationship between the transportation improvements needed due to new growth and the estimated cost to construct improvements; and 2) to establish the "fair share" component of the improvements for each land use category (the TUMF Program cost to be applied to different land uses based on the trip-generating characteristics that are typically associated with such uses). The TUMF Program distinguishes between transportation improvements and trip-productions in five geographic zones (Northwest, Southwest, Hemet/San Jacinto, Central, and the Pass), regional transportation improvements, and regional transit improvements.

This distinction provides maximum flexibility for programming projects. The Nexus Study identifies the percentage of collected revenues that can be allocated for zone-level improvements, regional improvements, and for transit improvements.

After administrative costs and Multiple Species Habitat Conservation Plan (MSHCP) mitigation allocations are extracted from the revenues collected, WRCOG allocates revenues as follows:

- **46.9** percent is allocated for regional improvements. These revenues are programmed by the RCTC pursuant to an agreement with WRCOG.
- **46.9** percent is allocated to the geographic zone from which the fees are collected. Project prioritization and programming are undertaken by the jurisdictions in each of the five zones.

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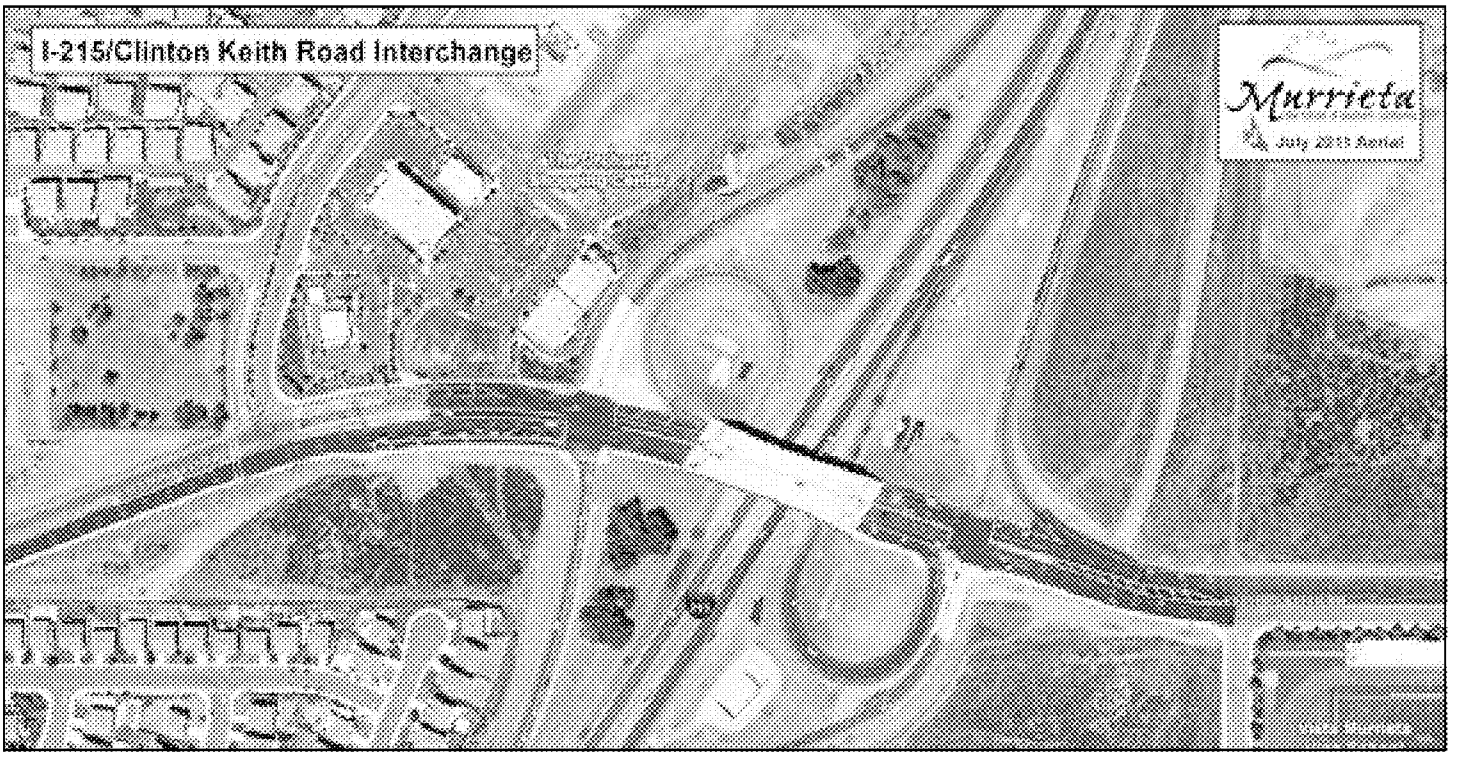

I-215 / Clinton Keith Road Interchange Project, City of Murrieta (After improvements) (Photo courtesy City of Murrieta)

- **1.7** percent is allocated for regional transit projects. WRCOG administers the funds on behalf of the RTA which prioritizes and programs capital transit projects.

As of June 30, 2011, WRCOG has received $539.9 million in revenues from the time the Program commenced (February 2003).

For Fiscal Year 2010/2011, $15.2 million in Program revenue was collected.

This report summarizes TUMF activities from July 1, 2010, to June 30, 2011. Financial information for the City of Jurupa Valley (incorporated on July 1, 2011) will be included in the 2012 Annual Report.

The TUMF Program collects fees from new residential and non-residential land uses.

Residential Uses

Residential uses include two categories; single-family residential and multi-family residential. A residential development with densities lower than eight units per acre is considered single-family residential for the purposes of calculating the fee. Developments with densities greater than eight units per acre are considered multi-family residential.

Non-residential Uses

Non-residential uses include three categories; industrial, retail and service commercial. The non-residential fee is based on the total square footage of the building or structure identified on the building permit and further specified and determined in WRCOG's TUMF Administrative Plan and TUMF 2005 Updated Fee Calculation Handbook Revised January 26, 2012. The applicable non-residential land use category is determined based on the predominate use of the building or structure associated with the new development and as further prescribed in the

Nexus Study and Temporary Fee Reductions

In October 2009, WRCOG member agencies approved an updated TUMF Program Nexus Study. The Nexus Study established the impact future development will have on the existing subregion's arterials and determined the fee structure needed to pay for infrastructure to mitigate these impacts.

The 2009 Nexus Study projected a slower, more moderate forecast than previous studies. Coupled with lower construction costs and a revised Network, fees were reduced. For example, the fee for a single-family home decreased from $9,812 to $8,873. Fees for other residential and non-residential uses were also revised pursuant to the new Nexus Study. All participating agencies adopted the 2009 Nexus Study and fee structure.

In 2009, the WRCOG Executive Committee authorized jurisdictions to temporarily reduce TUMF by 50 percent so long as they "made up" any revenue gaps through alternative funding, cost saving and in-kind matches. Fee reductions are scheduled to sunset on December 31, 2012, or possibly sooner (the Executive Committee capped the total revenue shortfall at $20 million).

Fees effective July 1, 2010 through June 30, 2011:

Single-family residential	$8,873	per unit
Multi-family residential	$6,231	per unit
Industrial	$ 1.73	per square foot
Retail	$10.49	per square foot
Service	$ 4.19	per square foot
Class A & B Office	$ 2.19	per square foot

50% reduced fee is:

Single-family residential	$4,437	per unit
Multi-family residential	$3,115	per unit
Industrial	$ 0.86	per square foot
Retail	$ 5.24	per square foot
Service	$ 2.10	per square foot
Class A & B Office	$ 1.10	per square foot

TUMF Revenue by Jurisdiction and Zone

February 2003 through June 2011

Total Revenue: $539,996,519

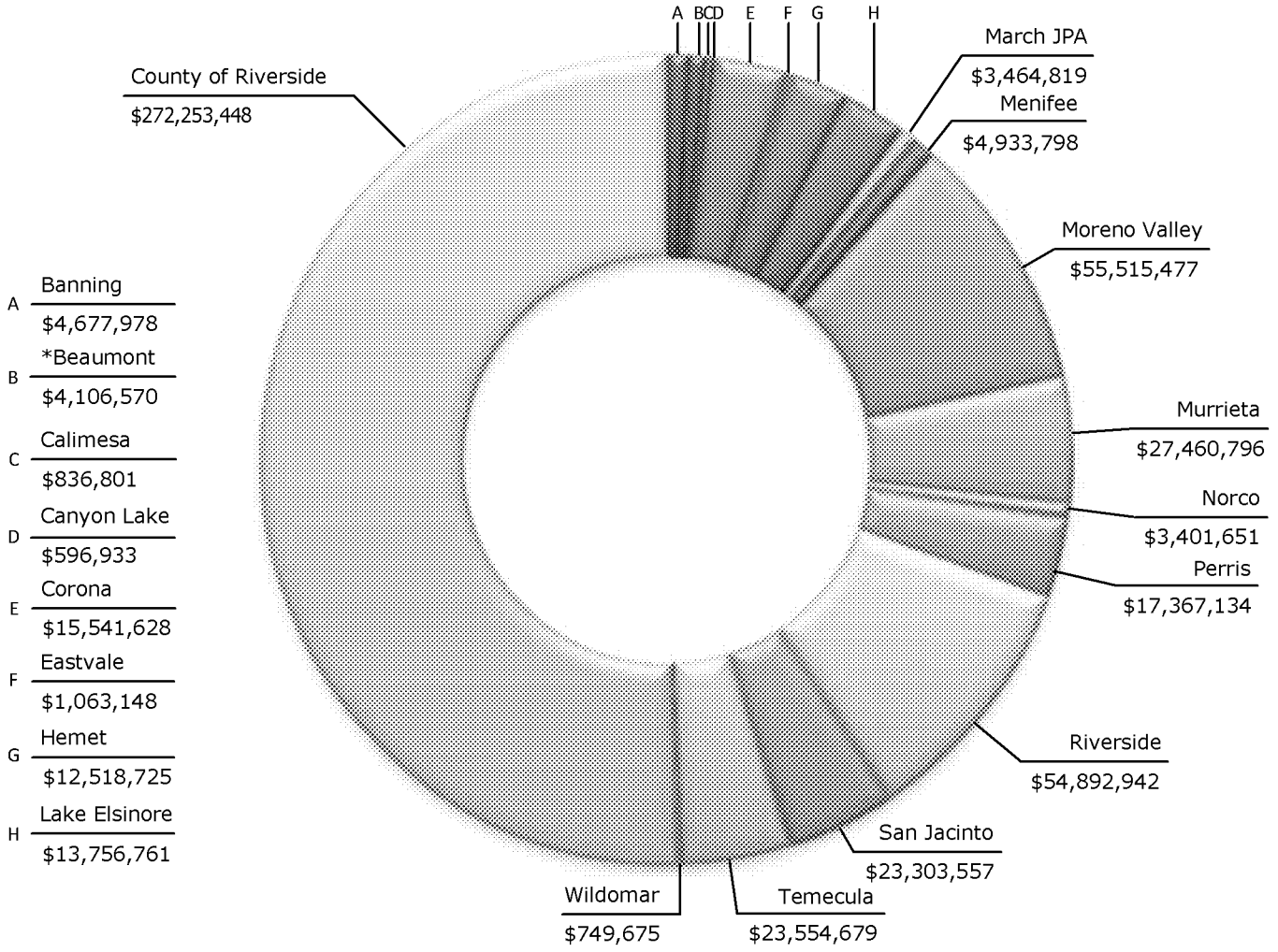

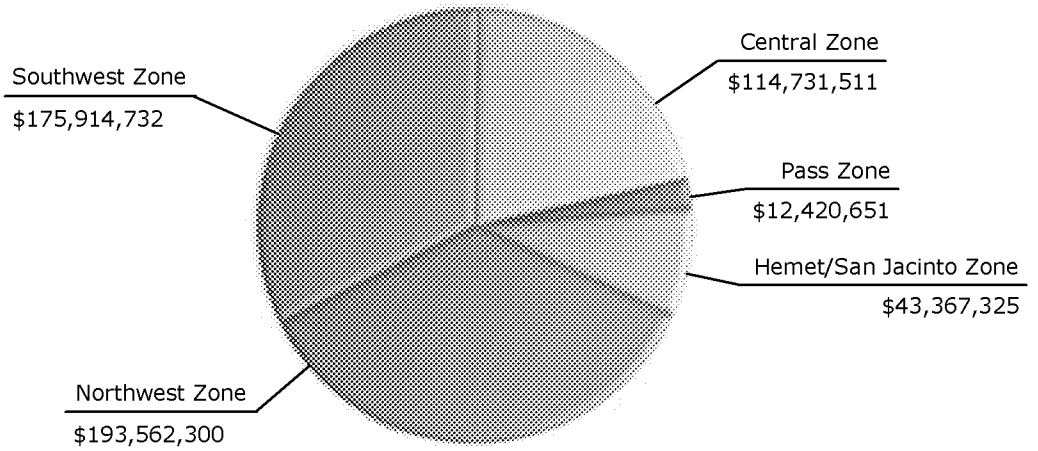

TUMF revenues are collected by each of the jurisdictions in the WRCOG subregion (17 cities and the County of Riverside unincorporated area within WRCOG's boundaries). TUMF revenues are also collected by the March Joint Powers Authority. From Program inception (February 2003) through the end of Fiscal Year 2010/2011 (June 30, 2011), a total of $539.9 million in TUMF Program revenue fees was collected.

participating in the TUMF Program.
ry by a dollar due to rounding.

TUMF Revenue Breakdown By Zone and Jurisdiction (2003-2011)

Northwest Zone - $193,562,300

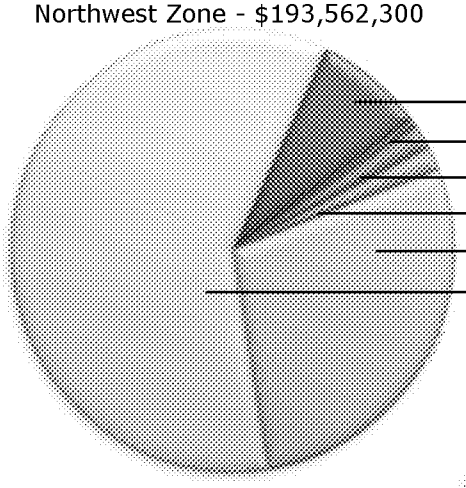

Corona	$	15,541,628
Eastvale	$	1,063,148
March JPA	$	3,464,819
Norco	$	3,401,651
Riverside	$	54,892,942
County of Riverside	$	115,198,113

Central Zone - $114,731,511

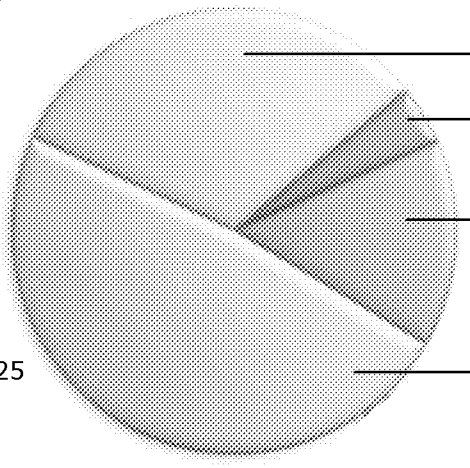

County of Riverside	$	36,915,103
Menifee	$	4,933,798
Perris	$	17,367,134
Moreno Valley	$	55,515,477

Hemet/San Jacinto Zone - $43,367,325

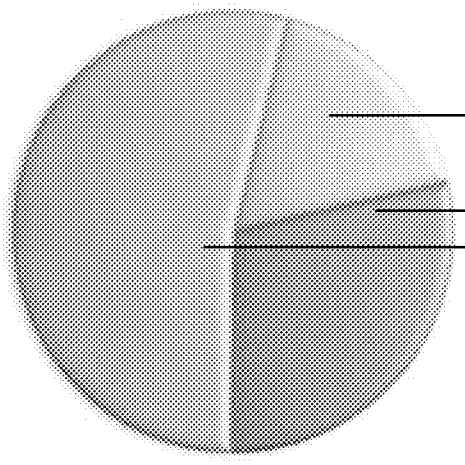

County of Riverside	$	7,545,042
Hemet	$	12,518,725
San Jacinto	$	23,303,557

Pass Zone - $12,420,651

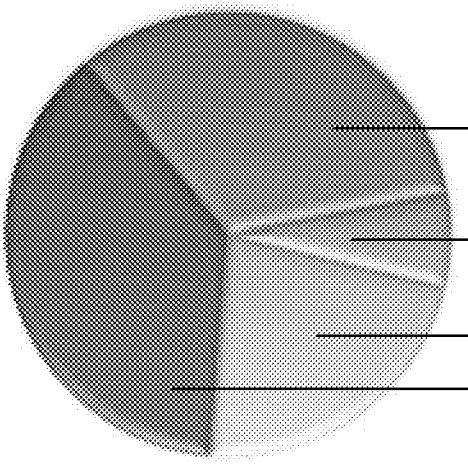

Banning	$	4,677,978
Calimesa	$	836,801
County of Riverside	$	2,799,302
*Beaumont	$	4,106,570

Southwest Zone - $175,914,732

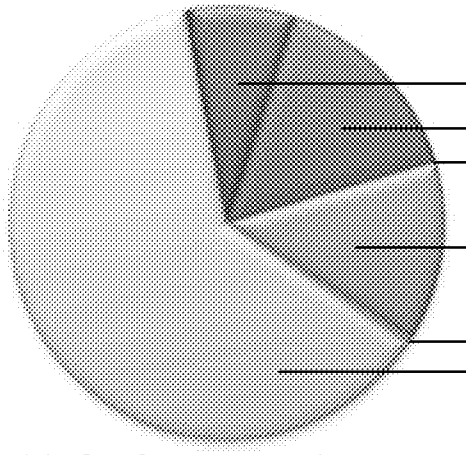

Lake Elsinore	$	13,756,761
Murrieta	$	27,460,796
Canyon Lake	$	596,933
Temecula	$	23,554,679
Wildomar	$	749,675
County of Riverside	$	109,795,888

2003-2011 Revenue Total $539,996,519

*The City of Beaumont is no longer participating in the TUMF Program. Actual jurisd[illegible] may vary by a dollar due to rounding.

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TUMF Revenues Collected by Fiscal Year

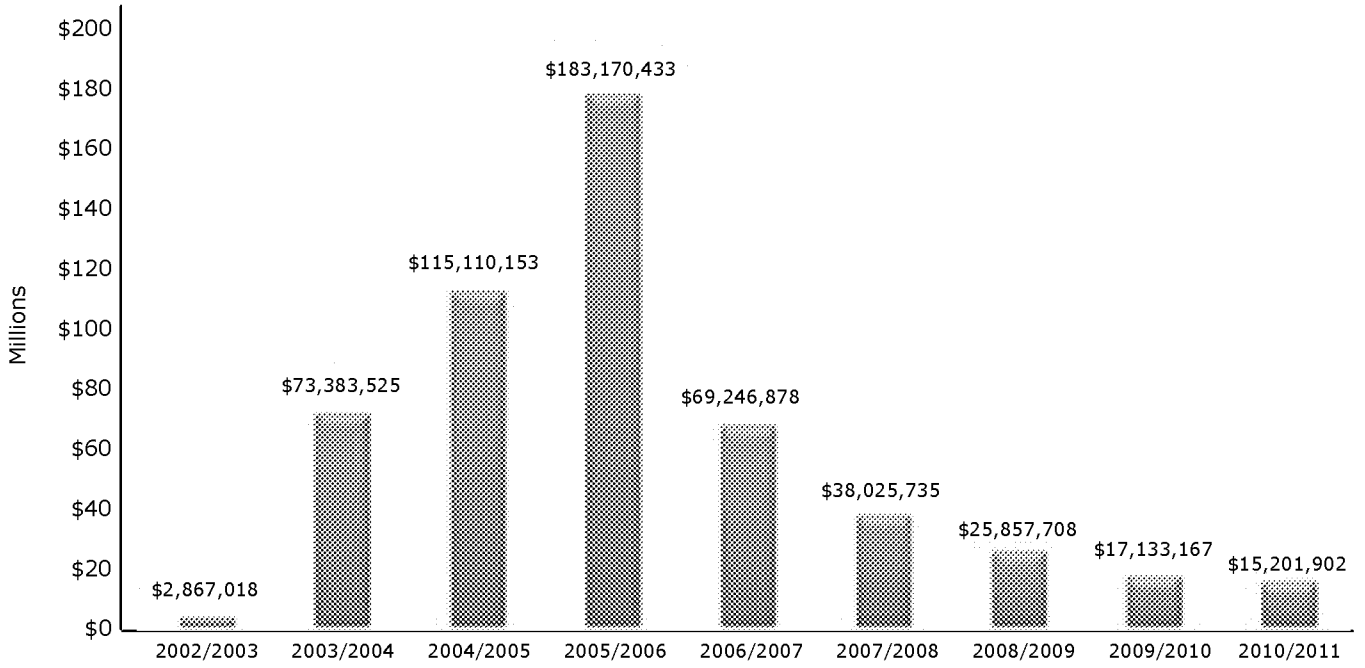

Note: In FY 2002/2003, revenues were not collected until February 2003

Total TUMF Revenue Collection (Cumulative) February 2003 through June 2011

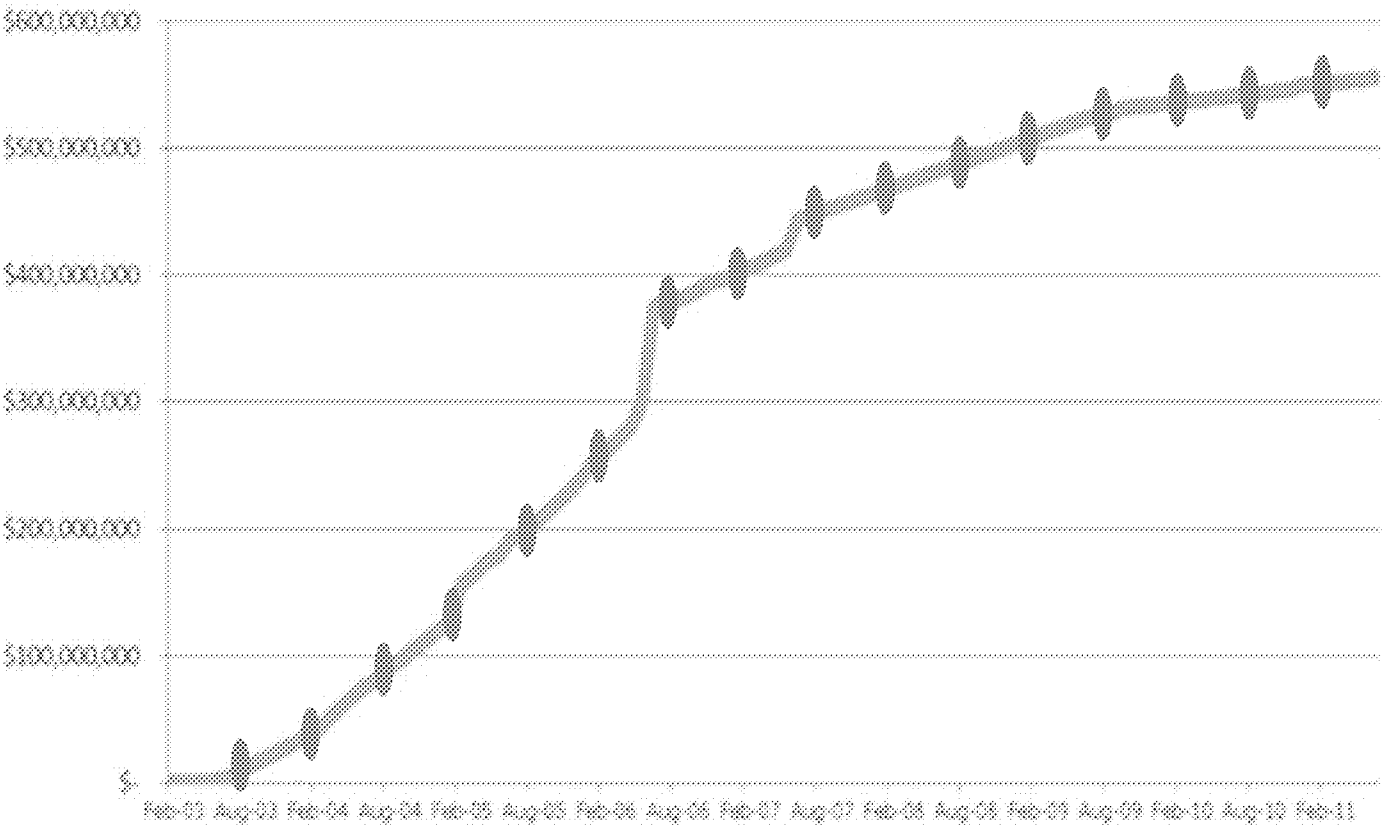

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WRCOG TUMF Revenue vs. Expenditure (Cumulative)

February 2003 through June 2011

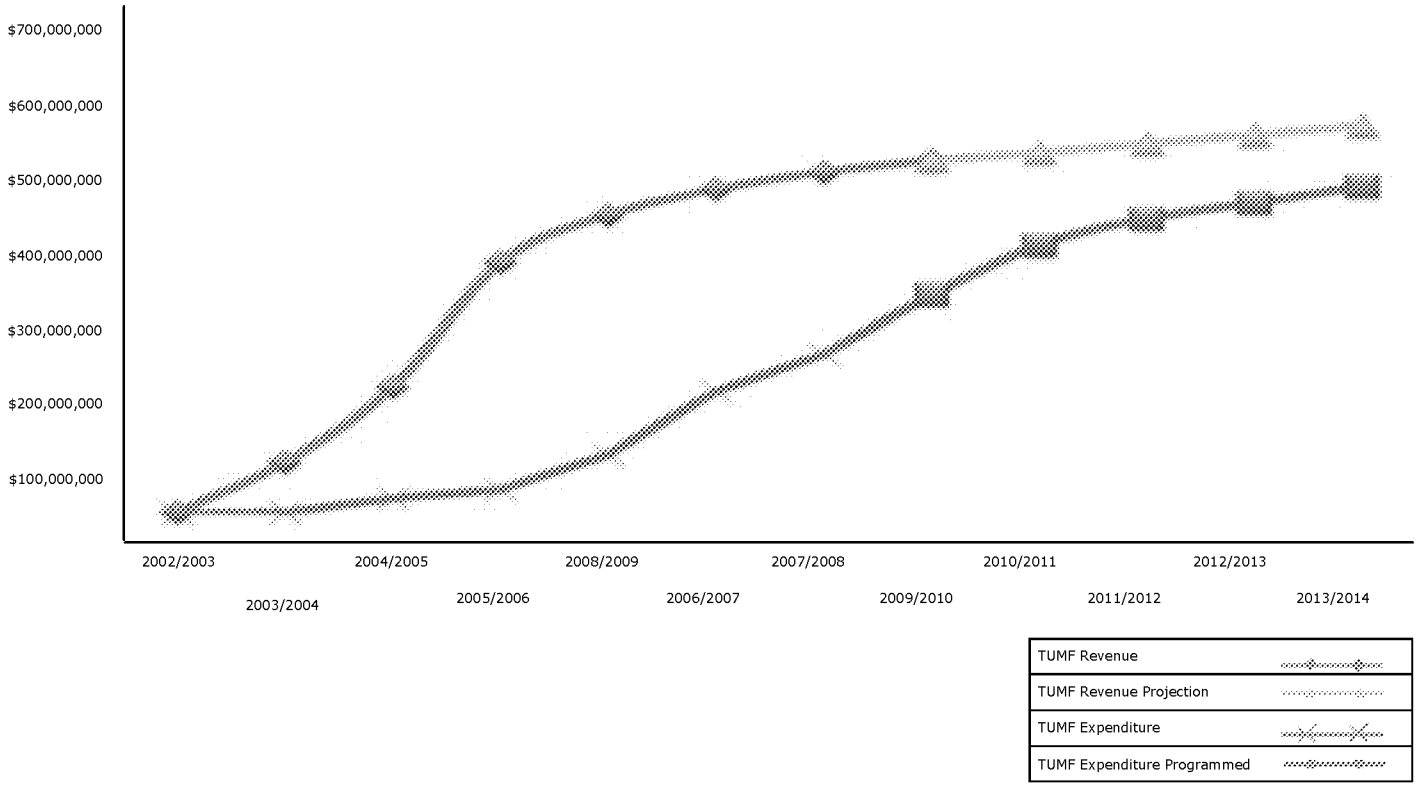

TUMF System Costs vs. Revenue Stream

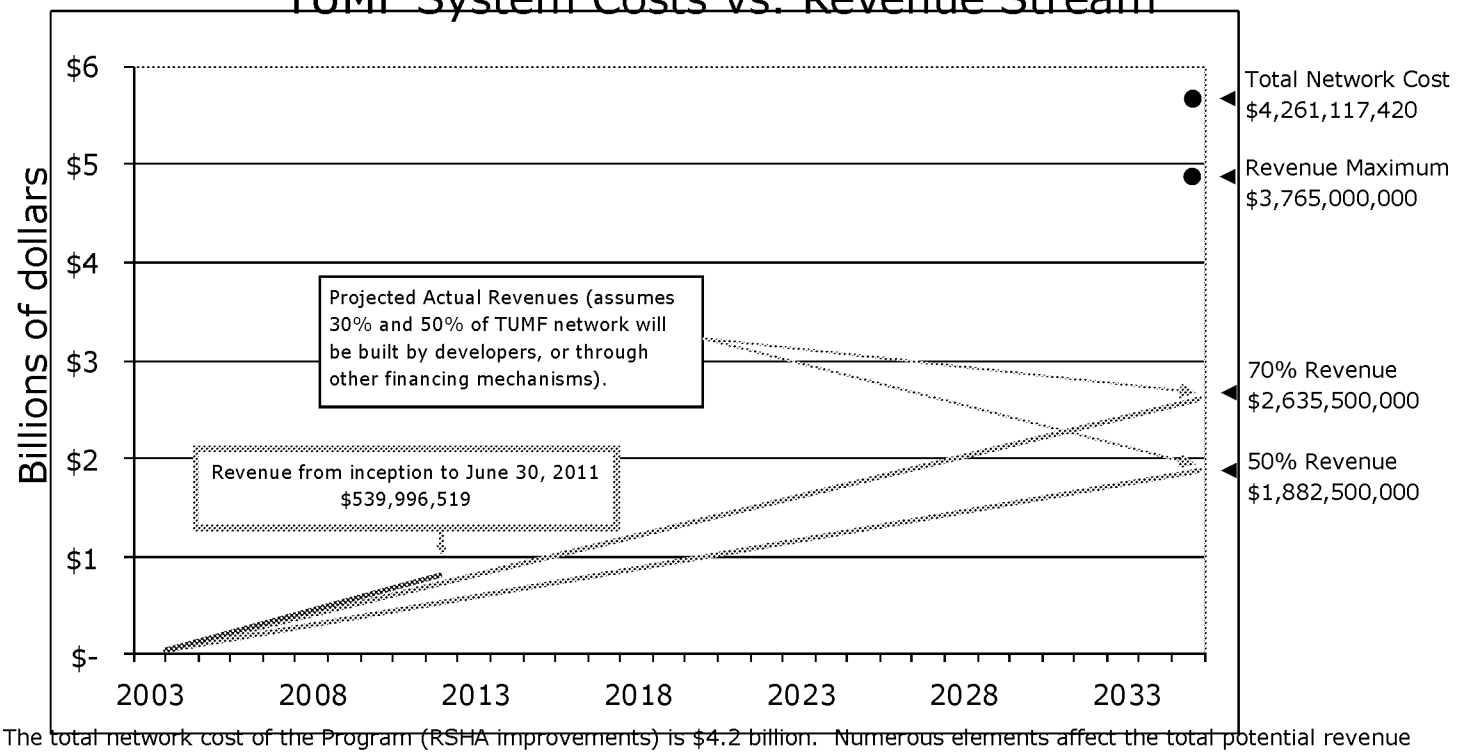

The total network cost of the Program (RSHA improvements) is $4.2 billion. Numerous elements affect the total potential revenue collected by the Program such as exemptions from TUMF due to vesting maps, development agreements, phasing of fees, and policy actions. As such, the maximum amount of fees that can be collected by the TUMF Program is approximately $3.765 billion. It is estimated that between 30% and 50% of the TUMF Network will be built by developers, or through alternative funding mechanisms such as Community Facilities Districts and Road and Bridge Benefit Districts. Actual fees to be collected, therefore, are estimated at $1.882 billion (assuming 50% of the Network is constructed by developers or through financing mechanisms in which case fees are not collected) or $2.635 billion (assuming 30% of the Network is constructed with [illegible]ted.)

TUMF Revenue by Jurisdiction and Zone

Fiscal Year 2010/2011 (July 1, 2010, to June 30, 2011)

Total Revenue: $15,201,902

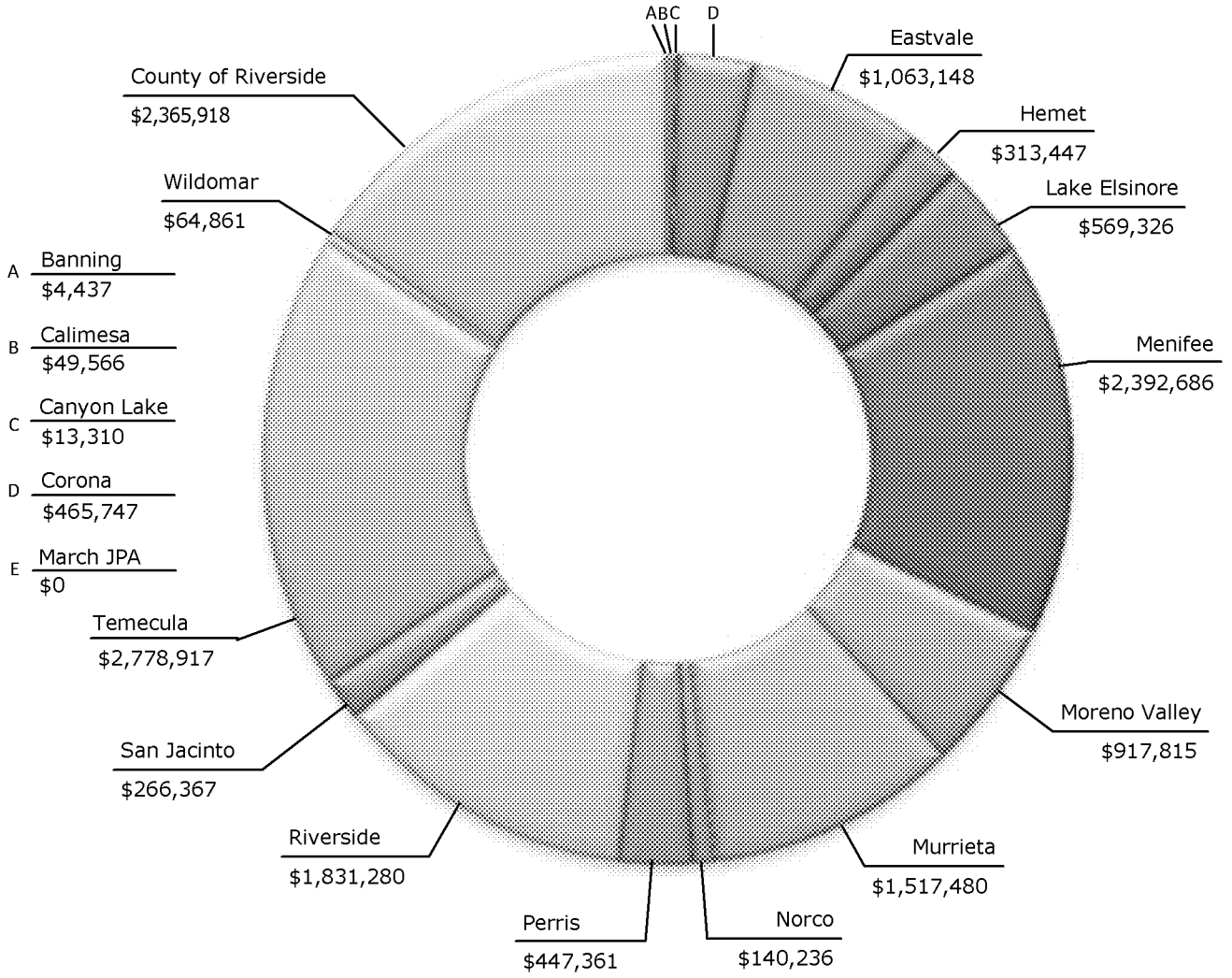

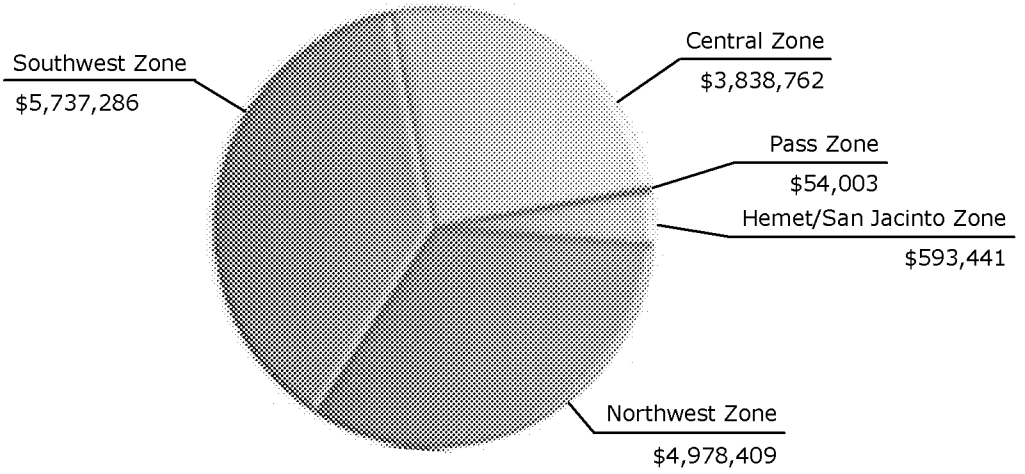

TUMF Revenue Breakdown By Zone and Jurisdiction (FY 2010/2011)

Northwest Zone - $4,978,409

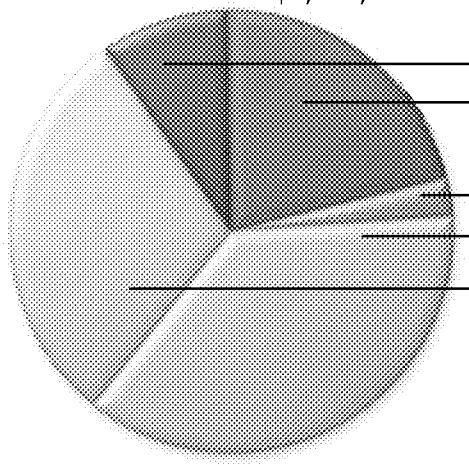

Corona	$	465,747
Eastvale	$	1,063,148
March JPA	$	0
Norco	$	140,236
Riverside	$	1,831,280
County of Riverside	$	1,477,999

Central Zone - $3,838,762

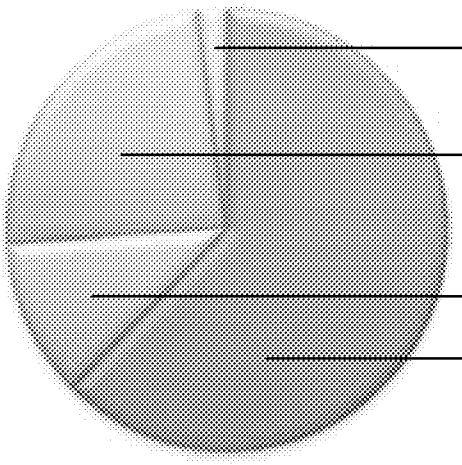

County of Riverside	$	80,900
Moreno Valley	$	917,815
Perris	$	447,361
Menifee	$	2,392,686

Hemet/San Jacinto Zone - $593,441

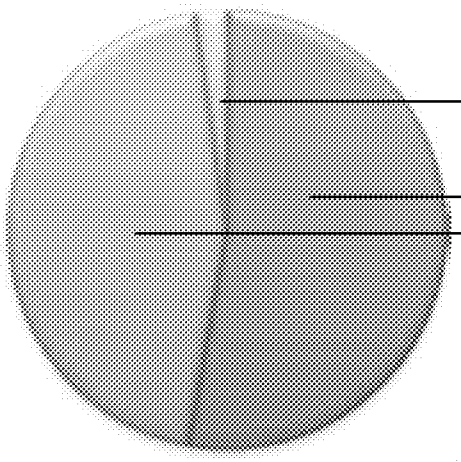

County of Riverside	$	13,627
Hemet	$	313,447
San Jacinto	$	266,367

Pass Zone - $54,003

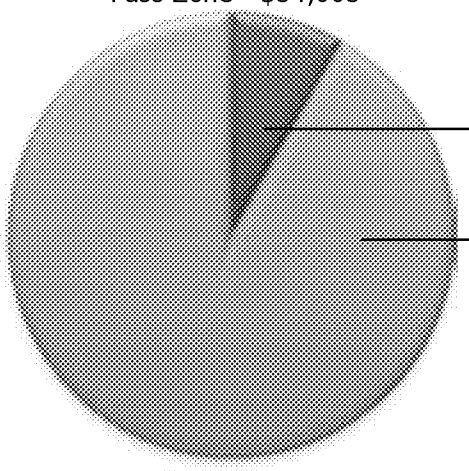

Banning	$	4,437
Calimesa	$	49,566
County of Riverside	$	0

Southwest Zone - $5,737,286

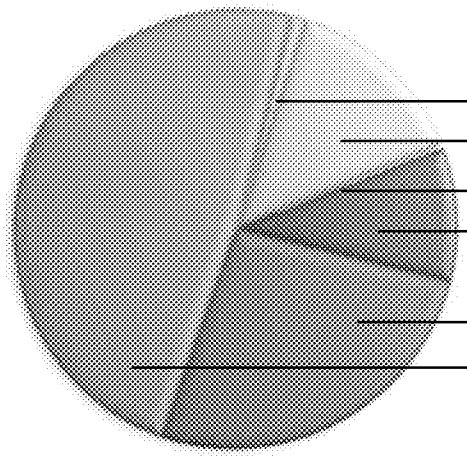

Wildomar	$	64,861
County of Riverside	$	793,392
Canyon Lake	$	13,310
Lake Elsinore	$	569,326
Murrieta	$	1,517,480
Temecula	$	2,778,917

Fiscal Year 2010/2011 Revenue Total $15,201,902

Actual jurisdiction revenues may vary by a dollar due to rounding.

TUMF Revenue by Land Use (2003-2011)

Total Revenue: $539,996,519

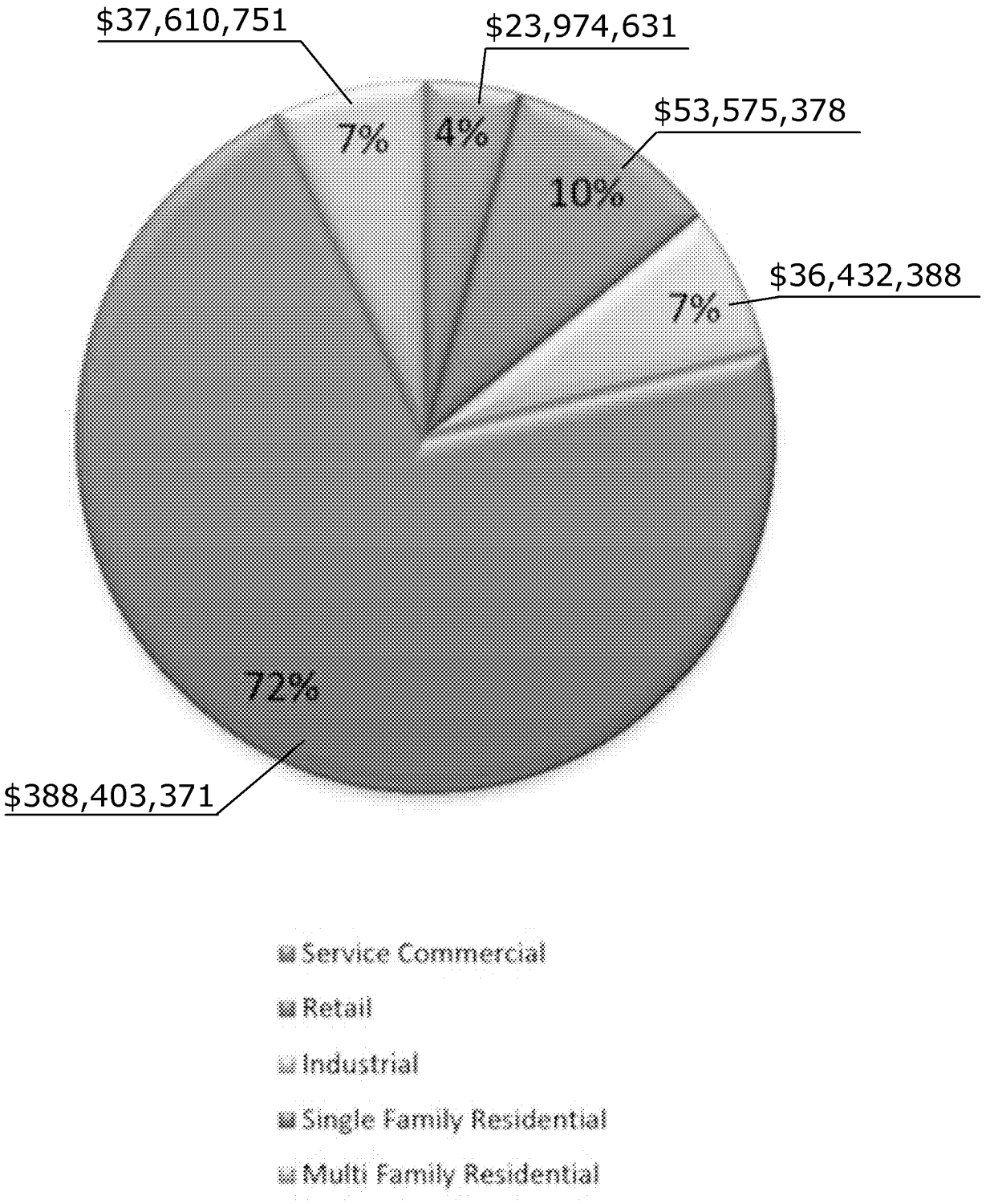

TUMF Revenue by Land Use (2003-2011)

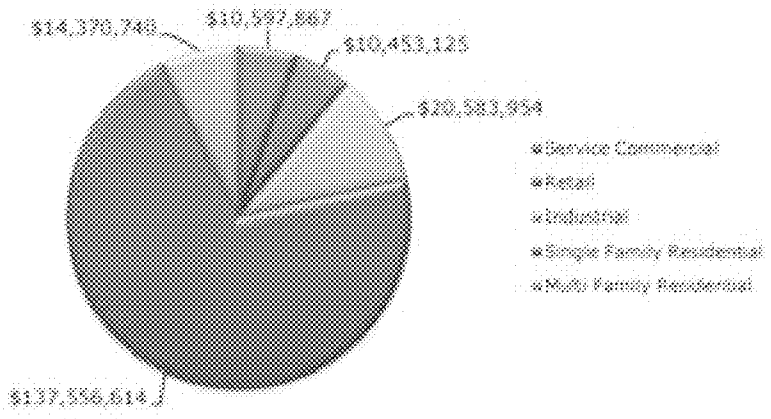

Northwest Zone

- County of Riverside unincorporated
- City of Corona
- City of Eastvale
- *City of Jurupa Valley
- City of Norco
- City of Riverside
- March Joint Powers Authority

County of Riverside

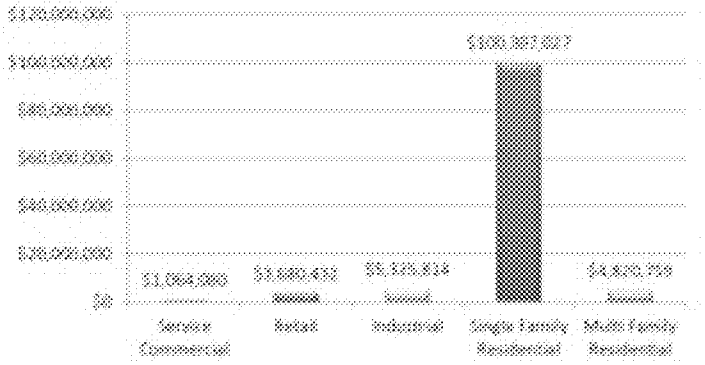

Corona

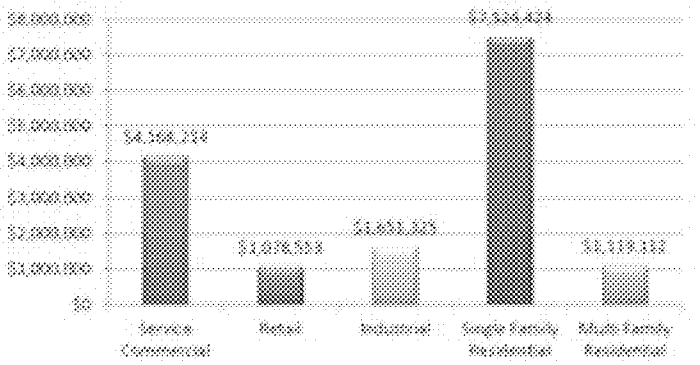

Eastvale

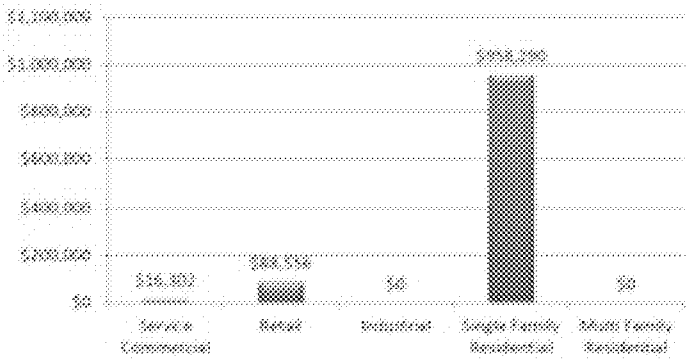

Norco

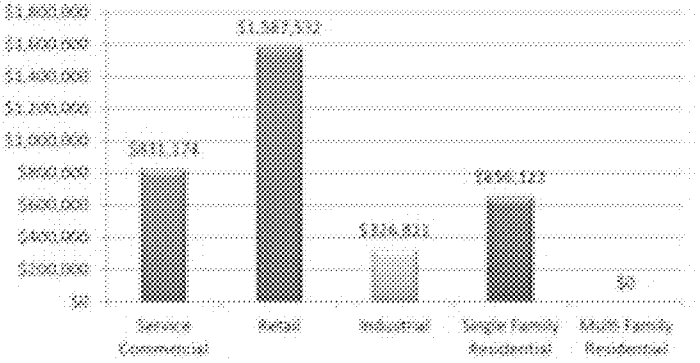

Riverside

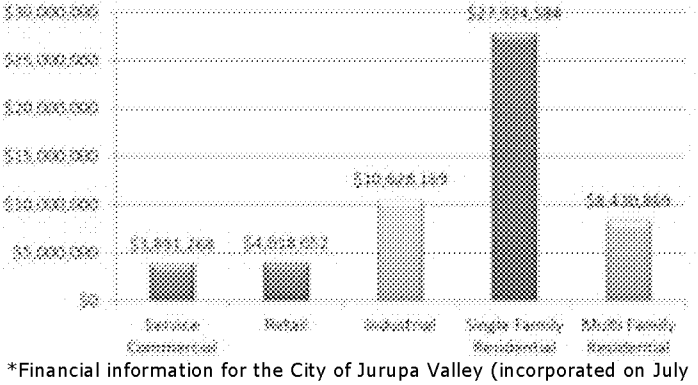

March JPA

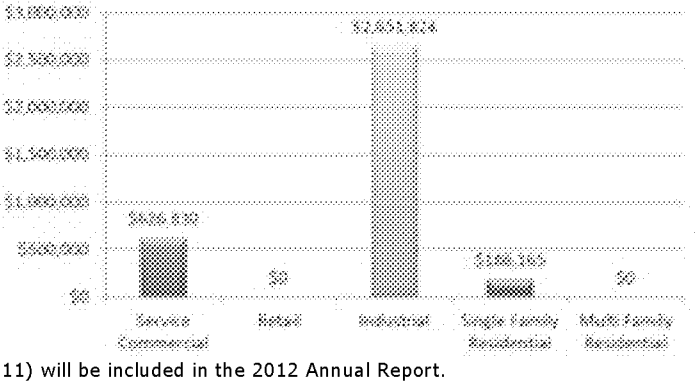

*Financial information for the City of Jurupa Valley (incorporated on July 1, 2011) will be included in the 2012 Annual Report.
The County of Riverside and the Cities of Corona, Eastvale, Norco, and Riverside for all or pa[illegible] duced the fee by 50%.
Actual jurisdiction revenues may vary by a dollar due to rounding.

MV00180090

TUMF Revenue by Land Use (2003-2011)

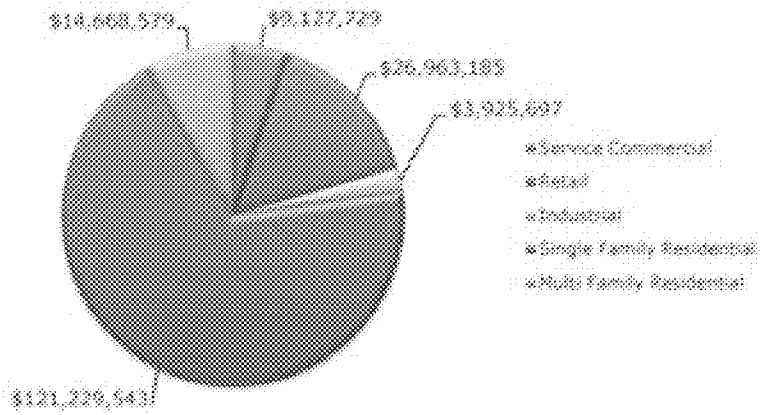

Southwest Zone

- County of Riverside unincorporated
- City of Canyon Lake
- City of Lake Elsinore
- City of Murrieta
- City of Temecula
- City of Wildomar

County of Riverside

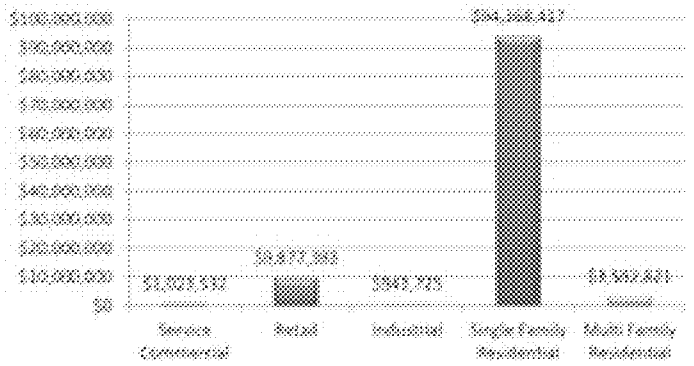

Canyon Lake

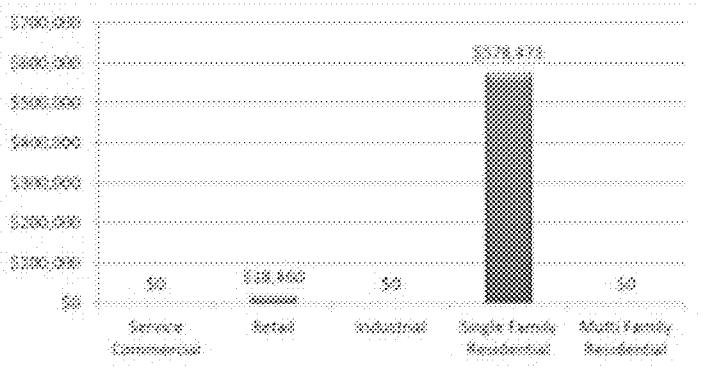

Lake Elsinore

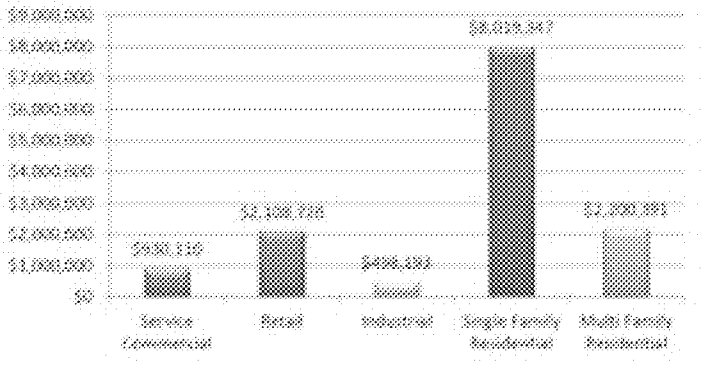

Murrieta

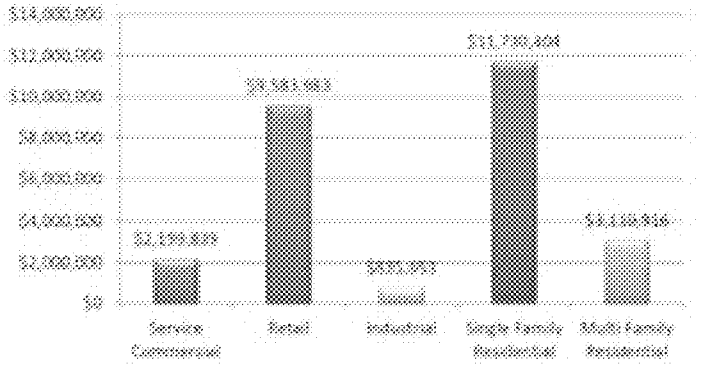

Temecula

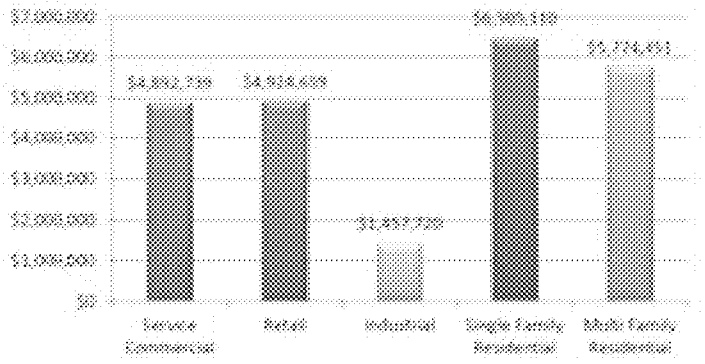

Wildomar

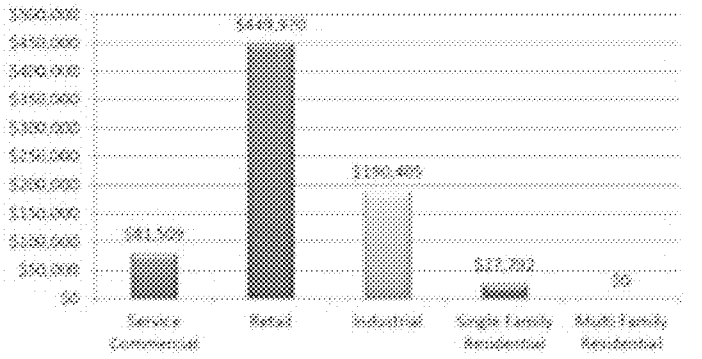

time reduced the fee by 50%.
a dollar due to rounding.

Item No. E.2

-1440-

MV00180091

TUMF Revenue by Land Use (2003-2011)

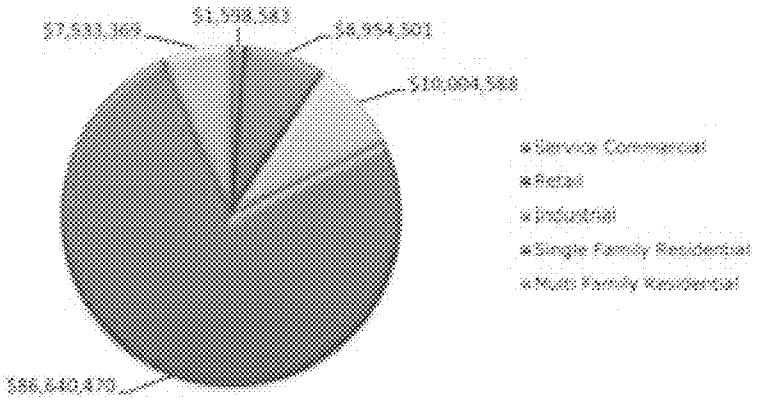

Central Zone

- County of Riverside unincorporated
- City of Menifee
- City of Moreno Valley
- City of Perris

County of Riverside

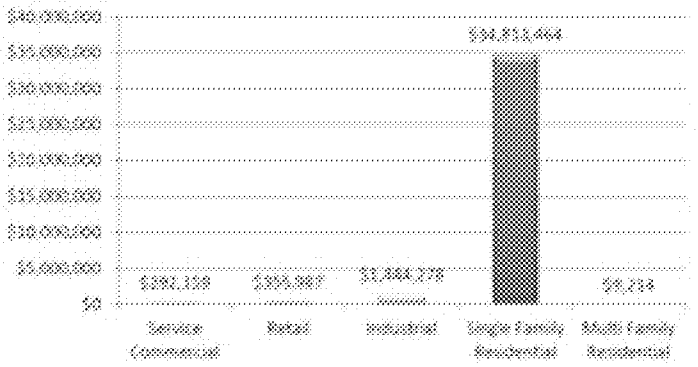

Menifee

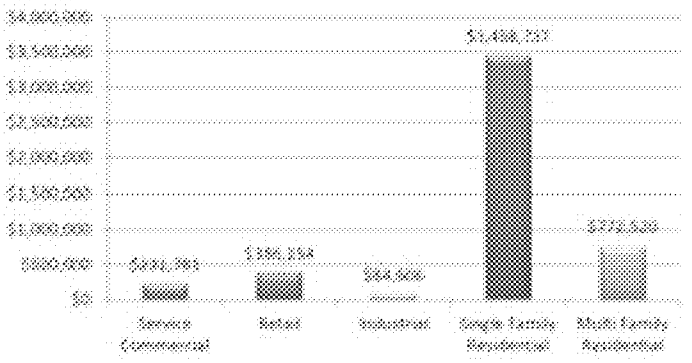

Moreno Valley

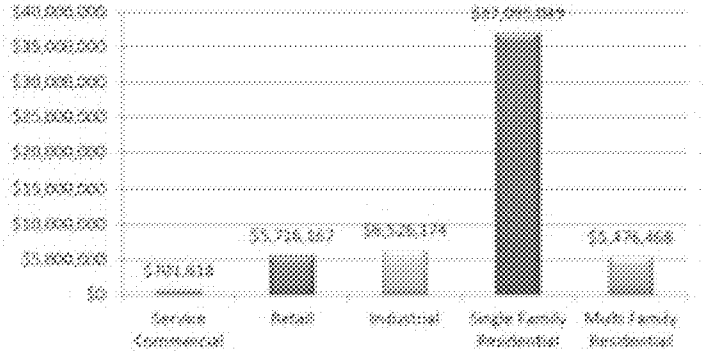

Perris

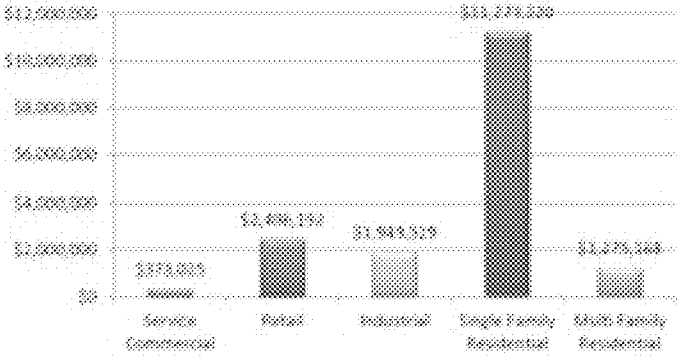

The County of Riverside and the Cities of Menifee, Moreno Valley, and Perris for all or part of this time reduced the fee by 50%.
Actual jurisdiction revenues may vary by a dollar due to rounding.

MV00180092

TUMF Revenue by Land Use (2003-2011)

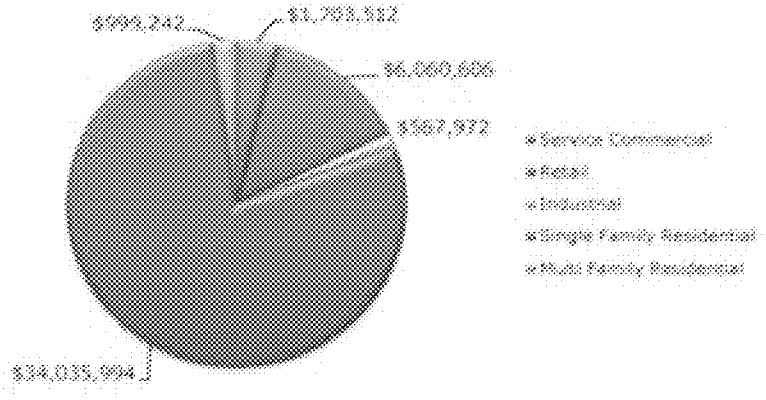

Hemet/San Jacinto Zone

- County of Riverside unincorporated
- City of Hemet
- City of San Jacinto

County of Riverside

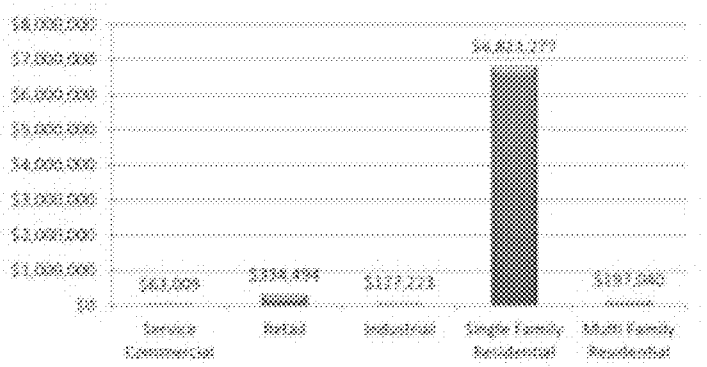

Hemet

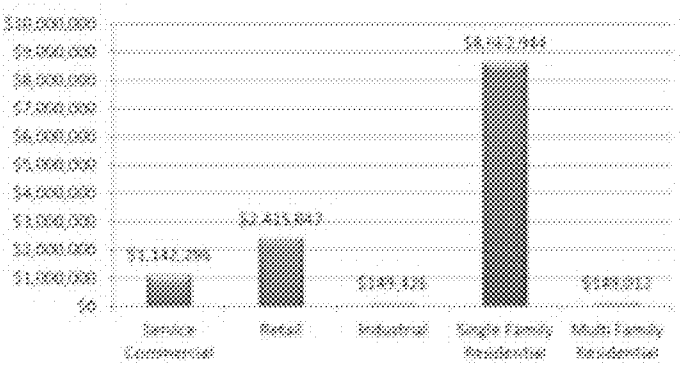

San Jacinto

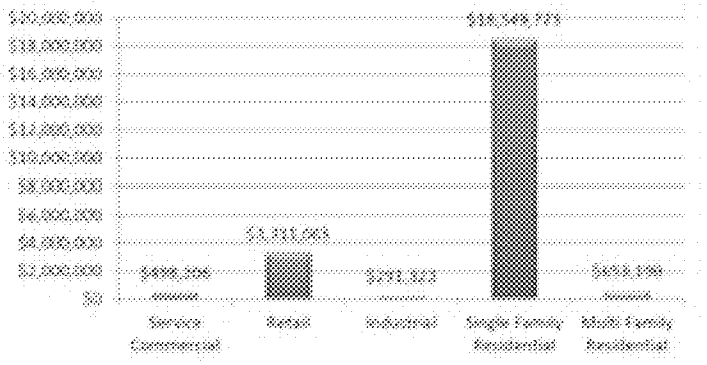

y of San Jacinto for all or part of this time red ced the fee by 50%.
ry by a dollar due to rounding.

TUMF Revenue by Land Use (2003-2011)

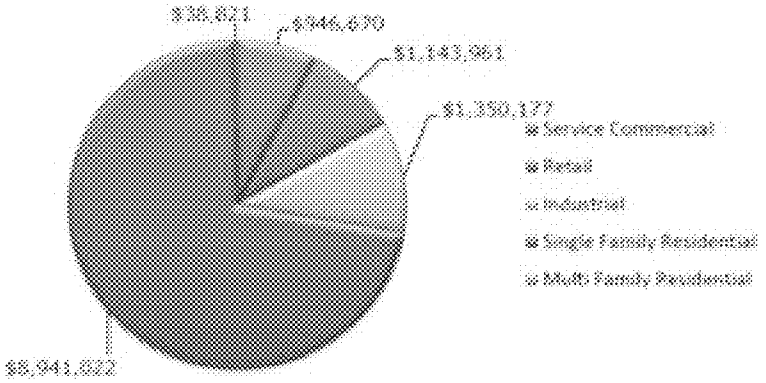

Pass Zone

- County of Riverside unincorporated
- City of Banning
- *City of Beaumont
- City of Calimesa

County of Riverside

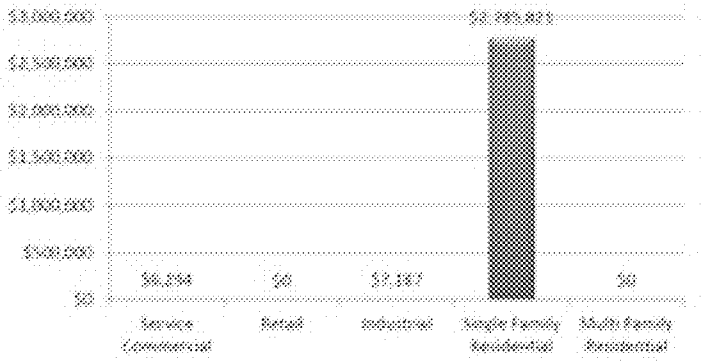

Banning

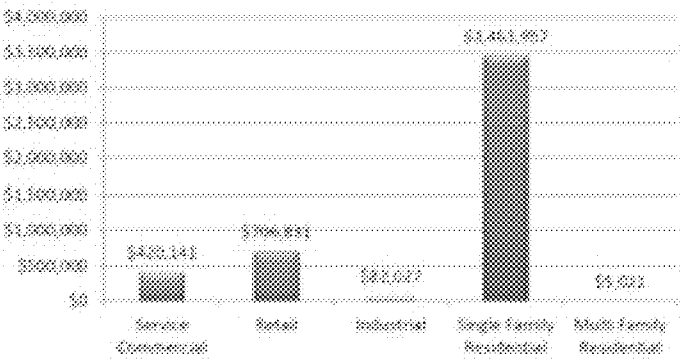

***Beaumont**

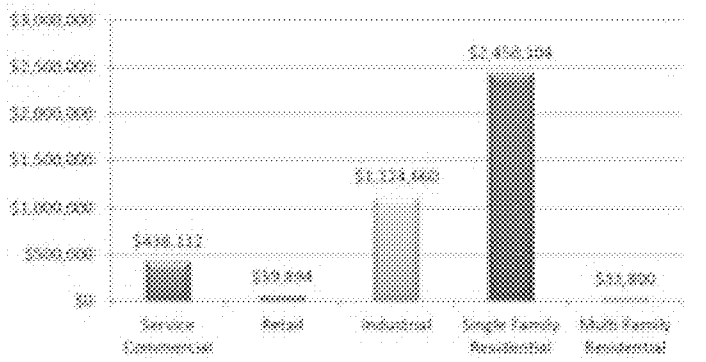

Calimesa

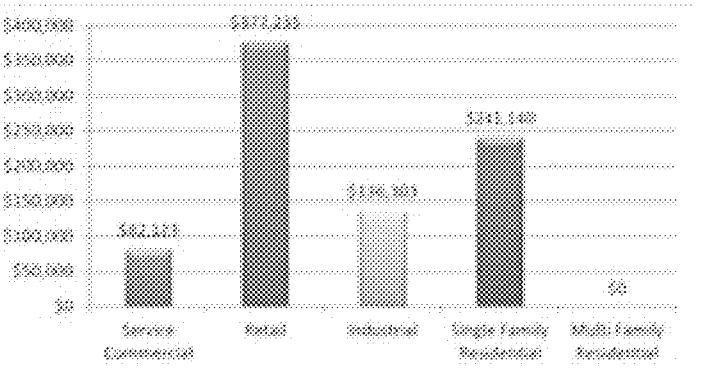

*The City of Beaumont is no longer participating in the TUMF Program.
The County of Riverside and the Cities of Banning and Calimesa for all or part of this time reduced the fee by 50%.
Actual jurisdiction revenues may vary by a dollar due to rounding.

MV00180094

TUMF Revenue by Land Use

Fiscal Year 2010-2011 (July 1, 2010, to June 30, 2011)

Total Revenue: $15,201,902

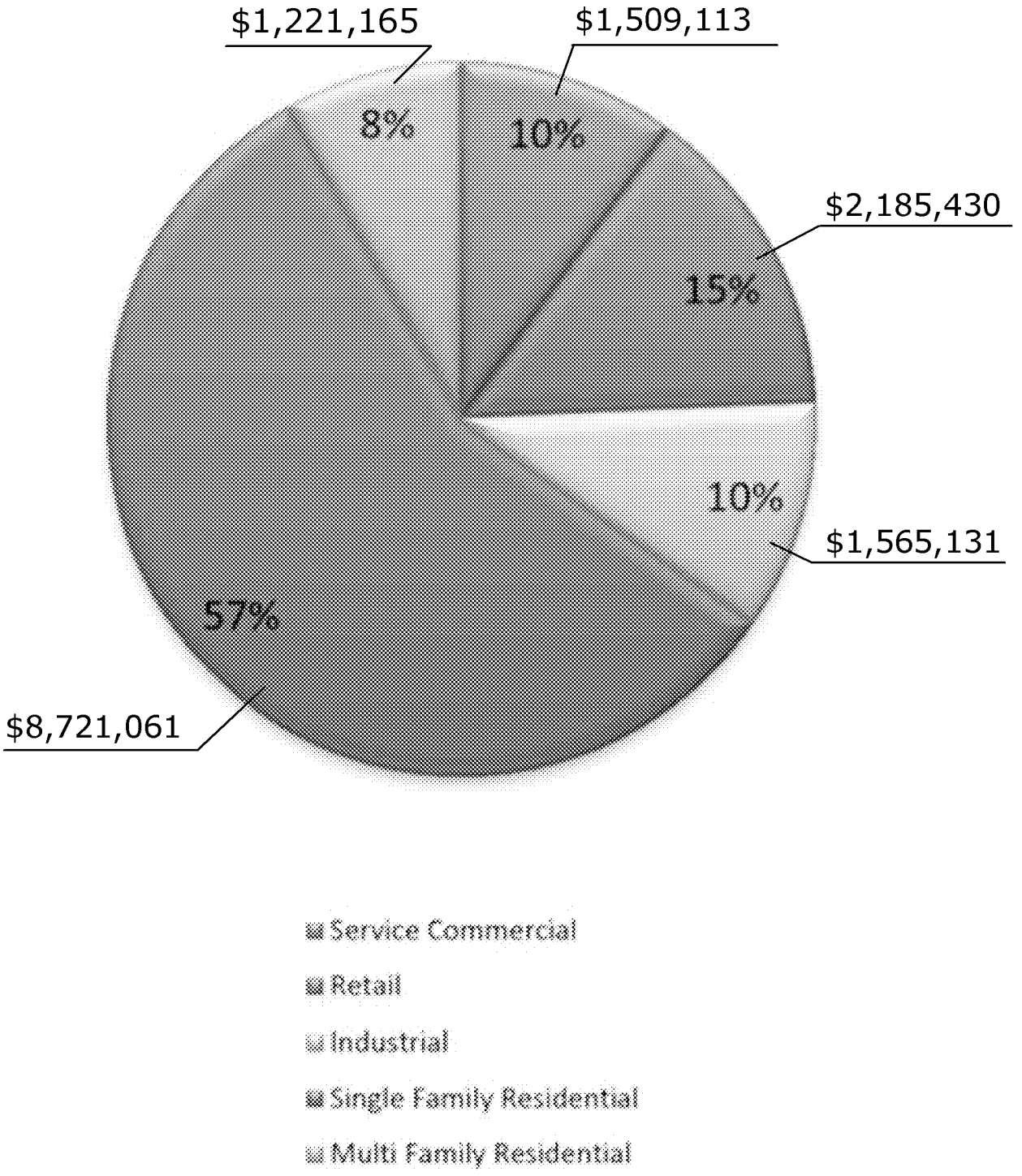

Item No. E.2 ry by a dollar due to rounding.

-1444-

MV00180095

TUMF Revenue by Land Use (FY 2010/2011)

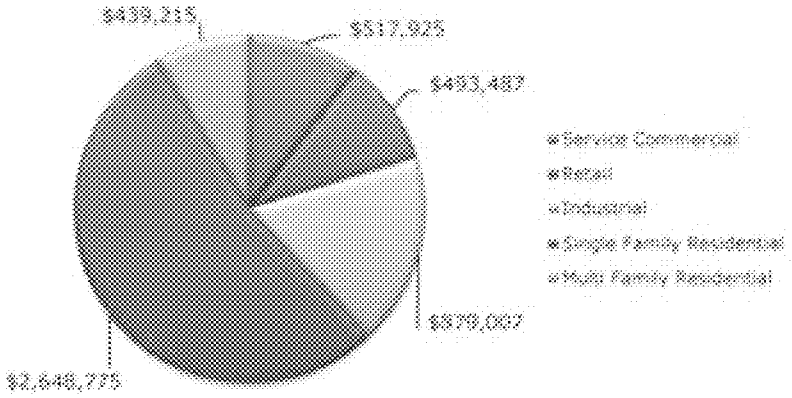

Northwest Zone

- County of Riverside unincorporated
- City of Corona
- City of Eastvale
- City of Jurupa Valley
- City of Norco
- City of Riverside
- March Joint Powers Authority

County of Riverside

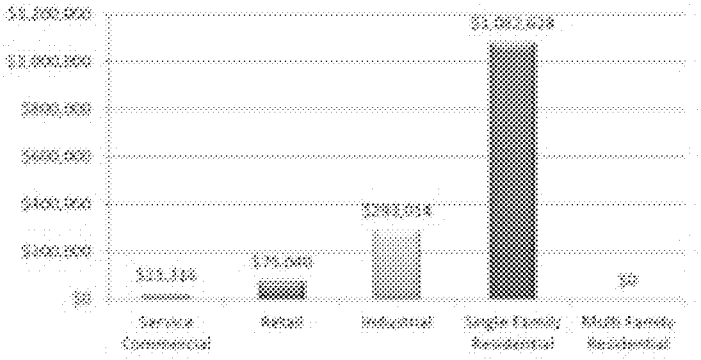

Corona

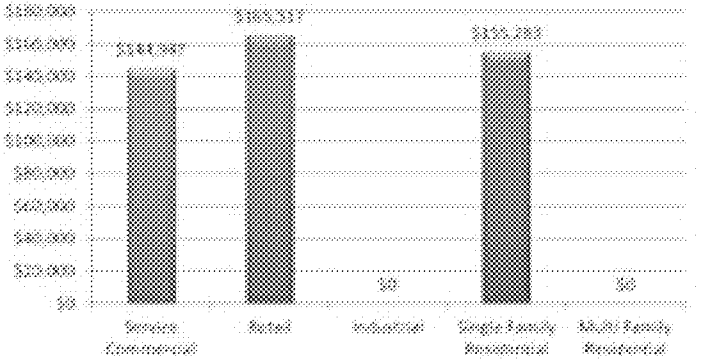

Eastvale

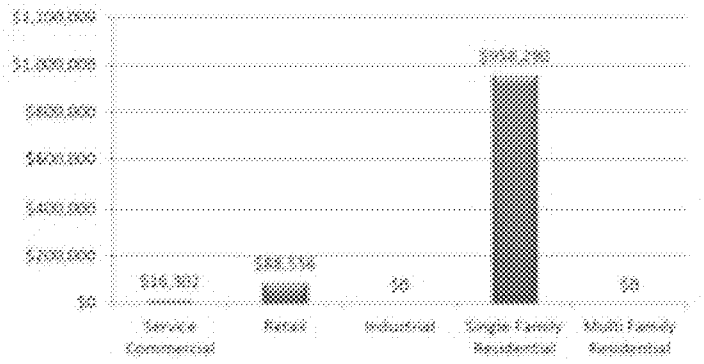

Norco

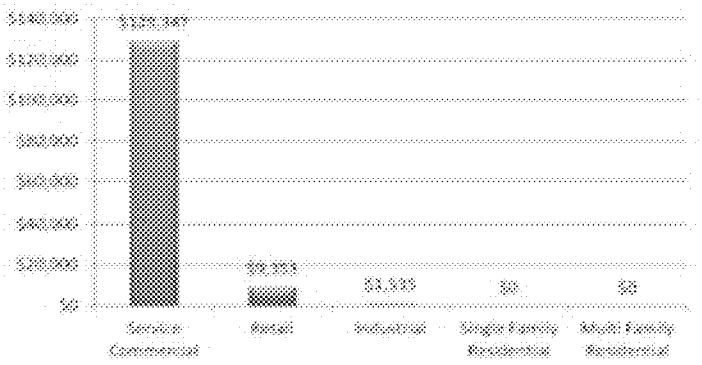

Riverside

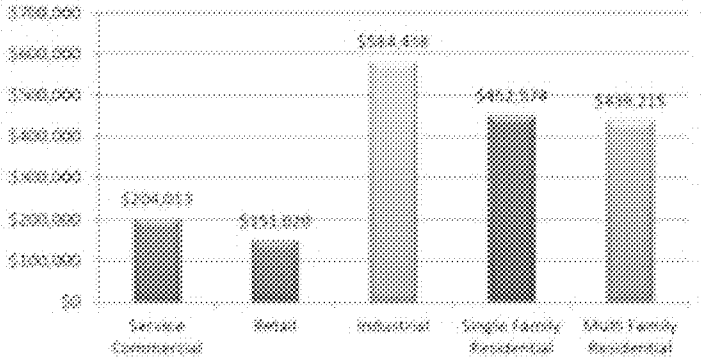

Financial information for the City of Jurupa Valley (incorporated on July 1, 2011) will be included in the 2012 Annual Report.

For Fiscal Year 2010/2011, the March JPA did not have any projects in final inspection and therefore did not collect or remit any TUMF dollars to WRCOG.

Actual jurisdiction revenues may vary by a dollar due to rounding.

MV00180096

TUMF Revenue by Land Use (FY 2010/2011)

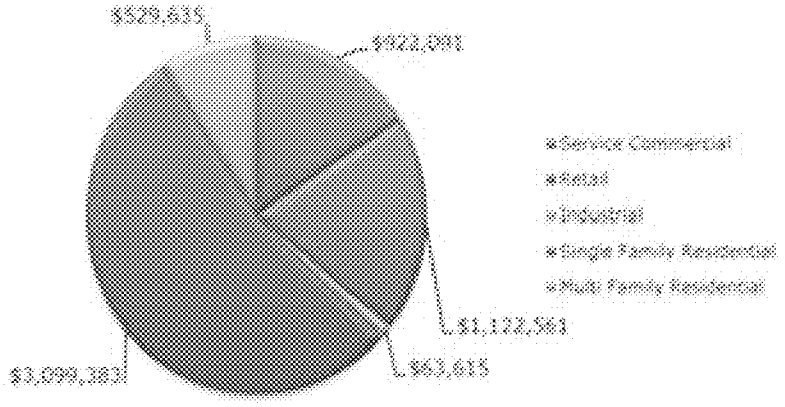

Southwest Zone

- County of Riverside unincorporated
- City of Canyon Lake
- City of Lake Elsinore
- City of Murrieta
- City of Temecula
- City of Wildomar

County of Riverside

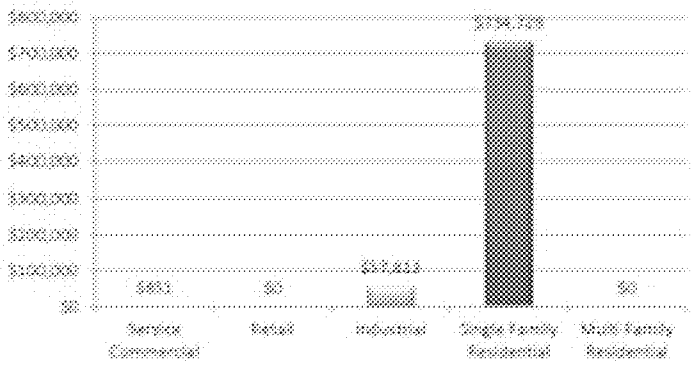

Canyon Lake

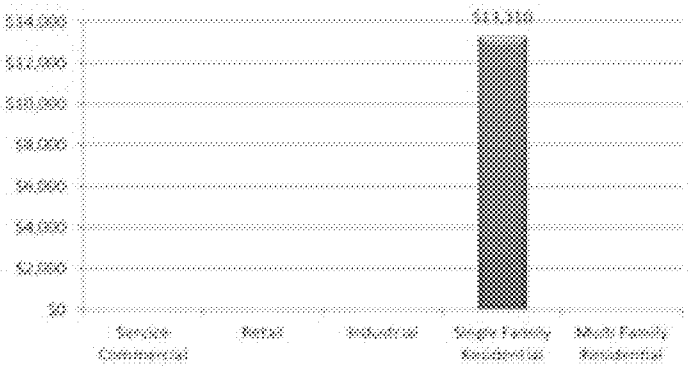

Lake Elsinore

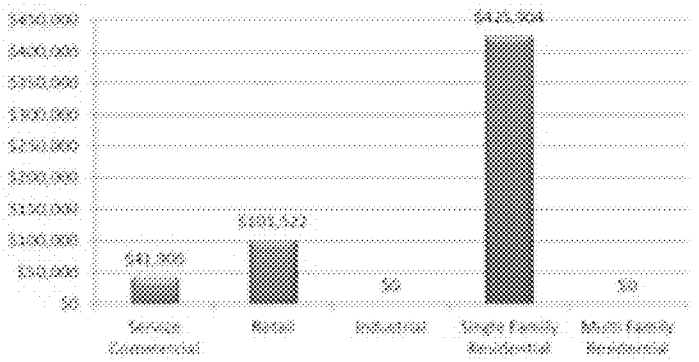

Murrieta

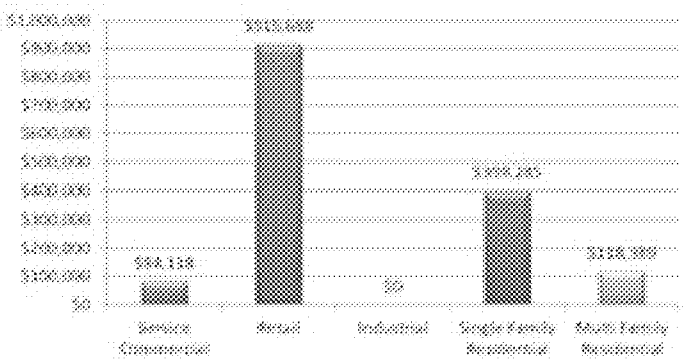

Temecula

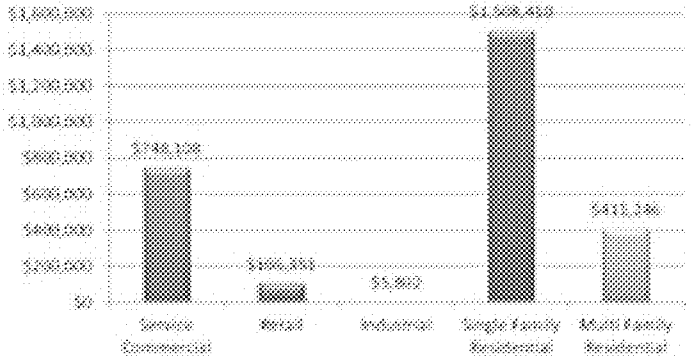

Wildomar

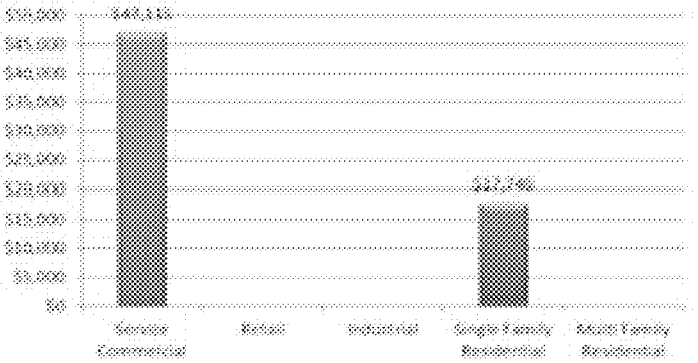

Item No. E.2 y by a dollar due to rounding.

-1446-

MV00180097

TUMF Revenue by Land Use (FY 2010/2011)

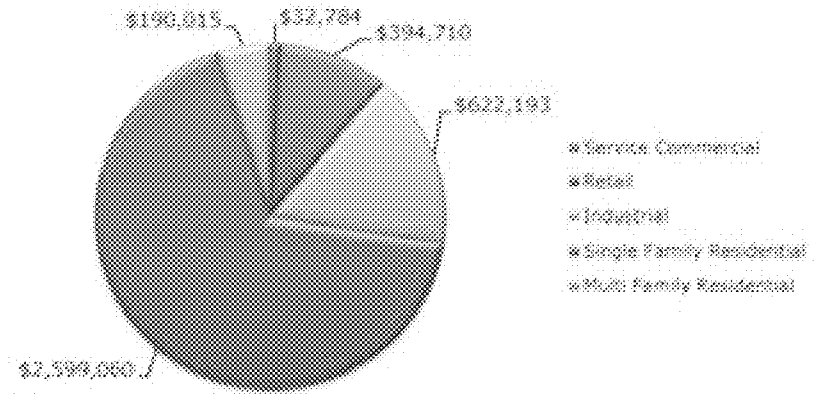

Central Zone

- County of Riverside unincorporated
- City of Menifee
- City of Moreno Valley
- City of Perris

County of Riverside

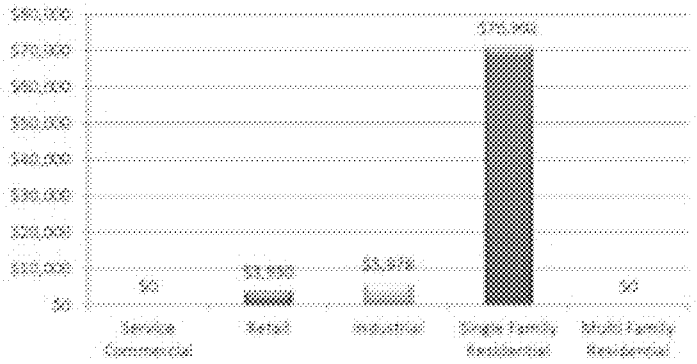

Menifee

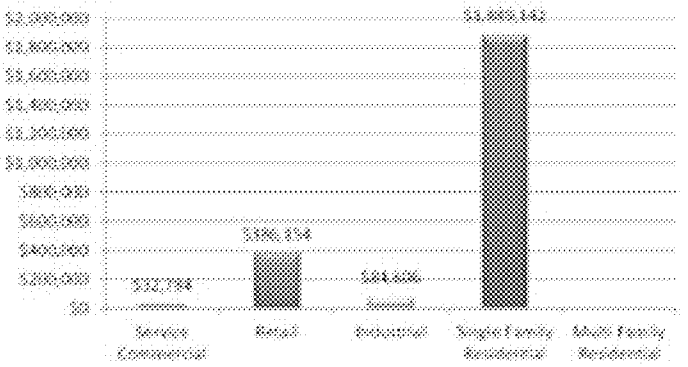

Moreno Valley

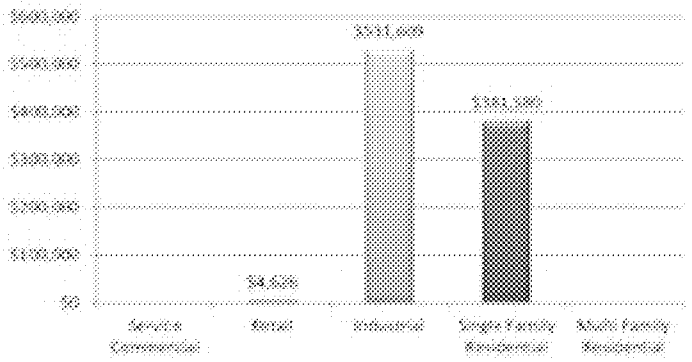

Perris

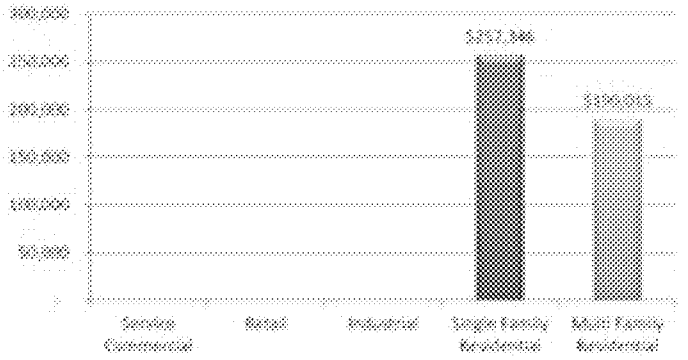

TUMF Revenue by Land Use (FY 2010/2011)

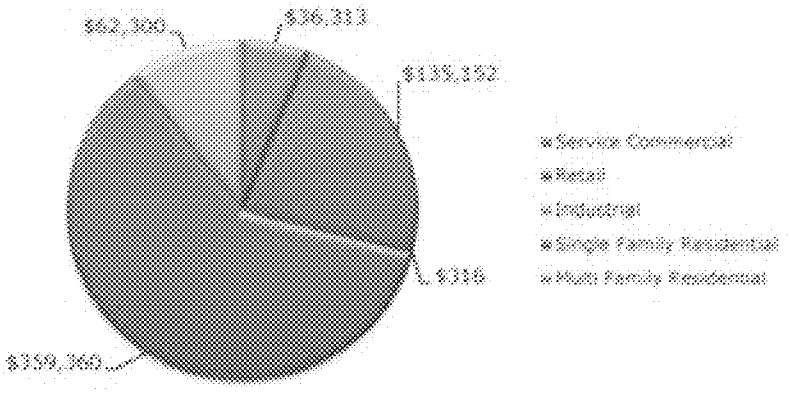

Hemet/San Jacinto Zone

- County of Riverside unincorporated
- City of Hemet
- City of San Jacinto

County of Riverside

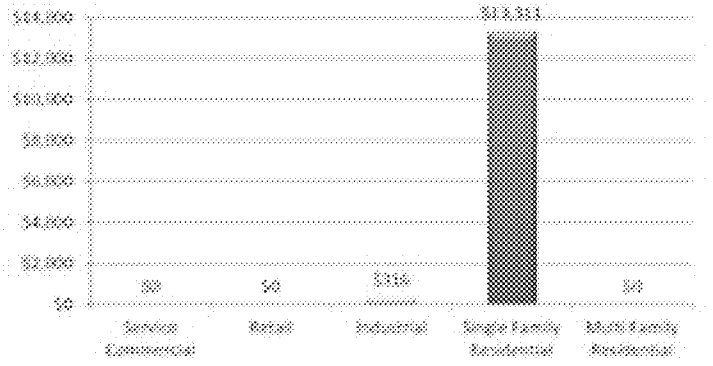

Hemet

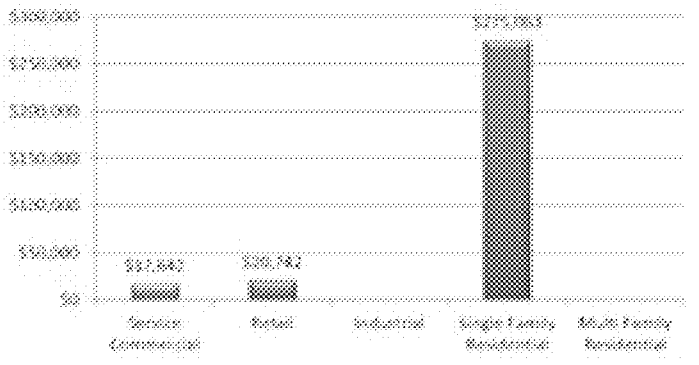

San Jacinto

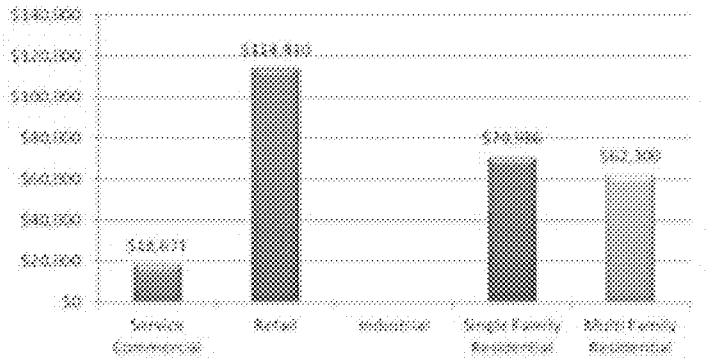

TUMF Revenue by Land Use (FY 2010/2011)

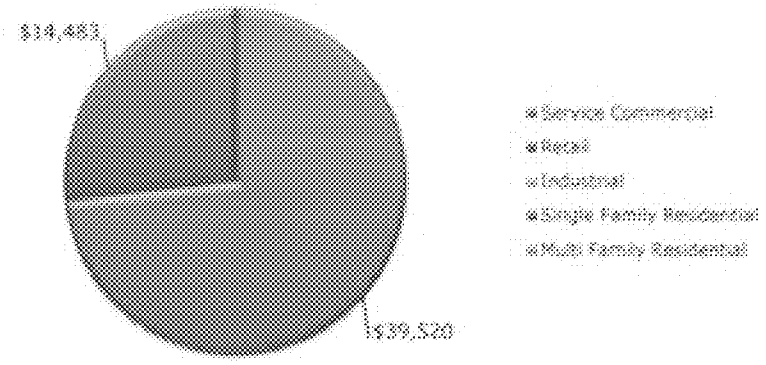

Pass Zone

- City of Banning
- City of Calimesa
- County of Riverside unincorporated

Banning

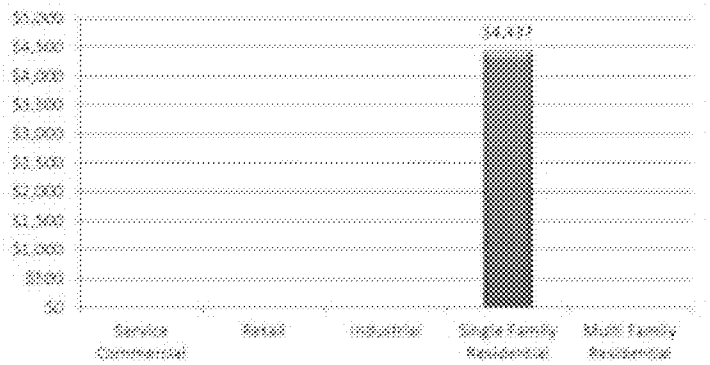

Calimesa

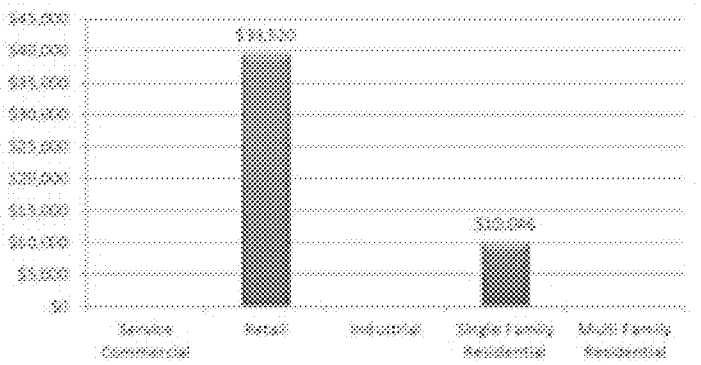

For Fiscal Year 2010/2011, the County of Riverside did not have any projects in final inspection and therefore did not collect or remit any TUMF dollars to WRCOG.

MV00180100

Projects

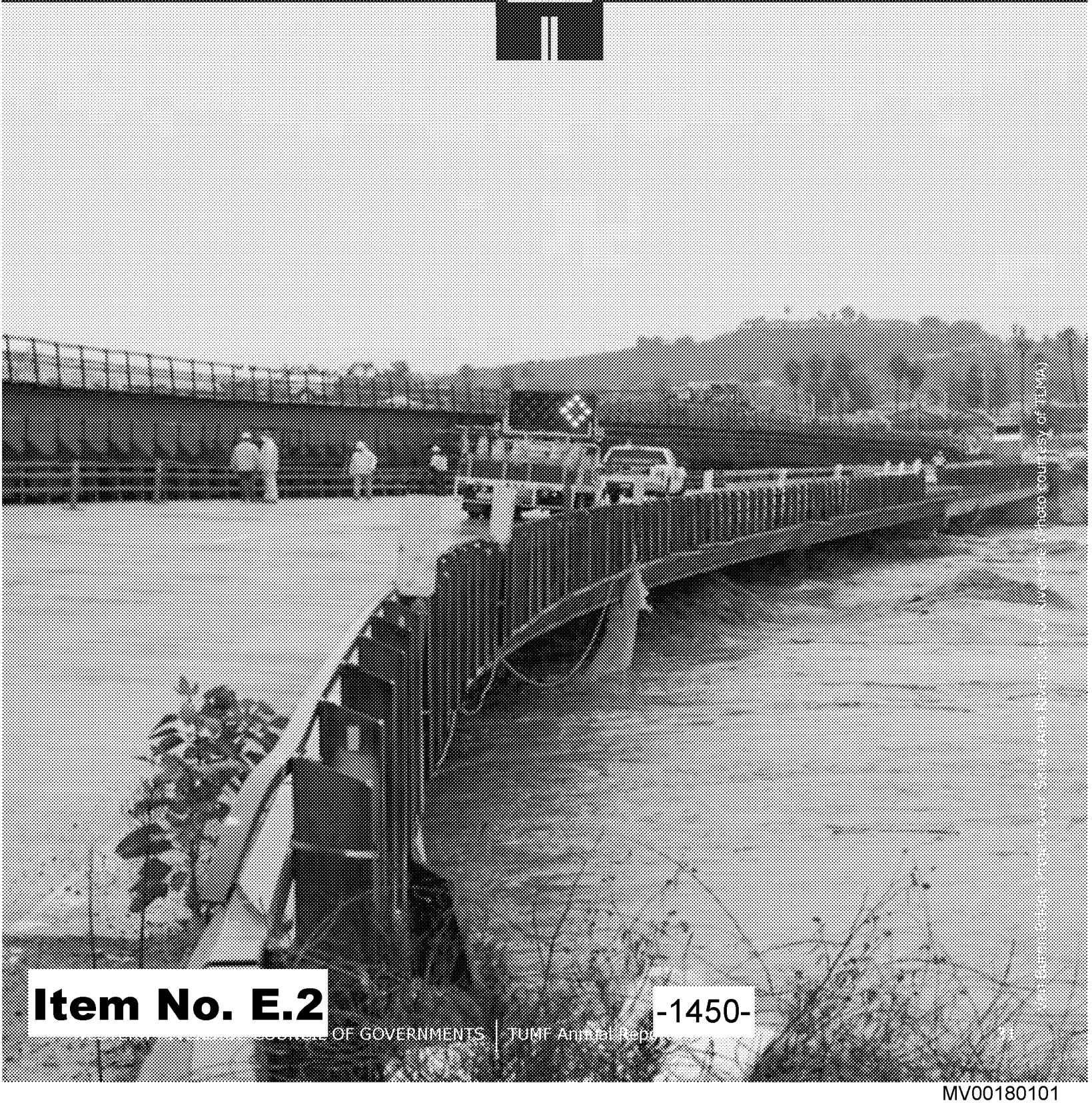

Wichita Falls Flood Control Project, Wichita Falls, Texas

WRCOG's TUMF Program is first and foremost an infrastructure program. It is about building infrastructure – not collecting a fee. Constructing TUMF improvements as quickly as possible is the Program's paramount objective.

WRCOG's partners in the TUMF Program, including 18 member jurisdictions, RCTC, RTA, the March JPA, and the development community have all placed the TUMF Program as a top priority. The results of our partners' commitment to the Program is evidenced on a number of fronts. All of the agencies and jurisdictions have developed and updated TUMF project expenditure plans called Transportation Improvement Programs (TIPs) that estimate revenues from TUMF and prioritize which project improvements will be made during a five-year period. Within six months of the initiation of the Program, TIPs were being approved and work was underway to implement the nation's largest multi-jurisdictional uniform development fee program.

TUMF projects do not result just from the TIPs. Community Facilities Districts (CFDs) and Road and Bridge Benefit Districts (R&BBDs) are also used to construct TUMF improvements, and developers sometimes build TUMF facilities in lieu of paying TUMF fees. By being creative, WRCOG and its partners are working to find the fastest, most cost-effective ways to build the TUMF Network.

As of the end of Fiscal Year 2010/2011, 46 TUMF projects have been completed, 8 projects are under construction, 28 projects are in engineering or right-of-way (ROW) acquisition, and another 27 projects are in planning and environmental stages. The balance of the projects are in preliminary design and planning phases. Furthermore, of the currently programmed Zone-level TIP projects, over 40 percent of these are slated for construction during the five-year TIP period. Western Riverside County residents are seeing TUMF Program dollars at work in dozens of locations throughout the subregion.

The following pages highlight TUMF activities in each of the five zones, and for RTA and RCTC.

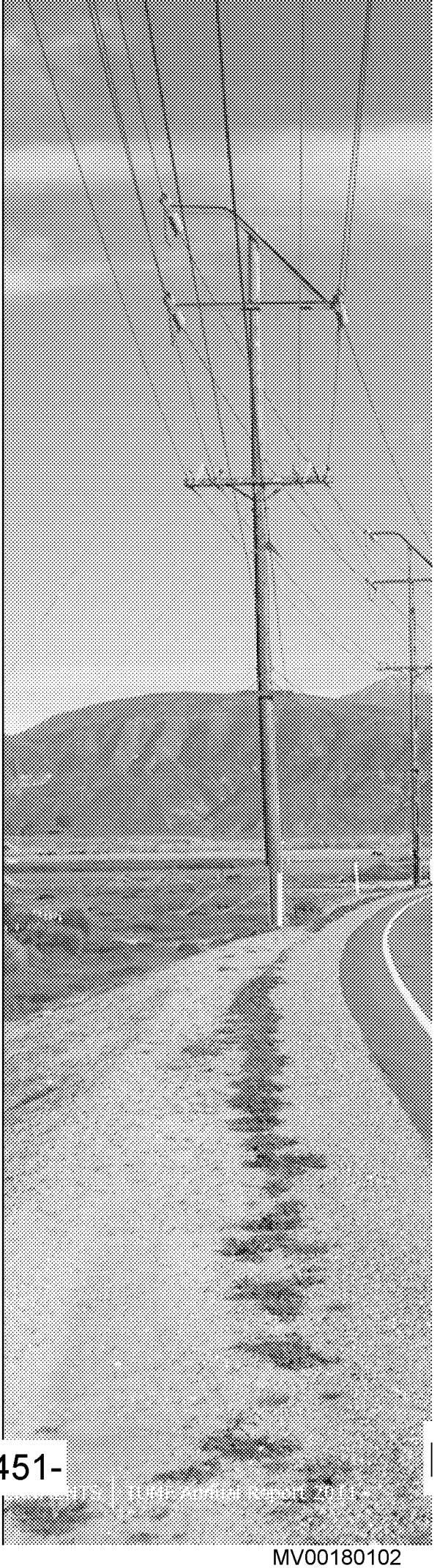

Sanderson Avenue, City of San Jacinto

Northwest Zone: Corona, Eastvale, Jurupa Valley, Norco, Riverside, County of Riverside and March JPA

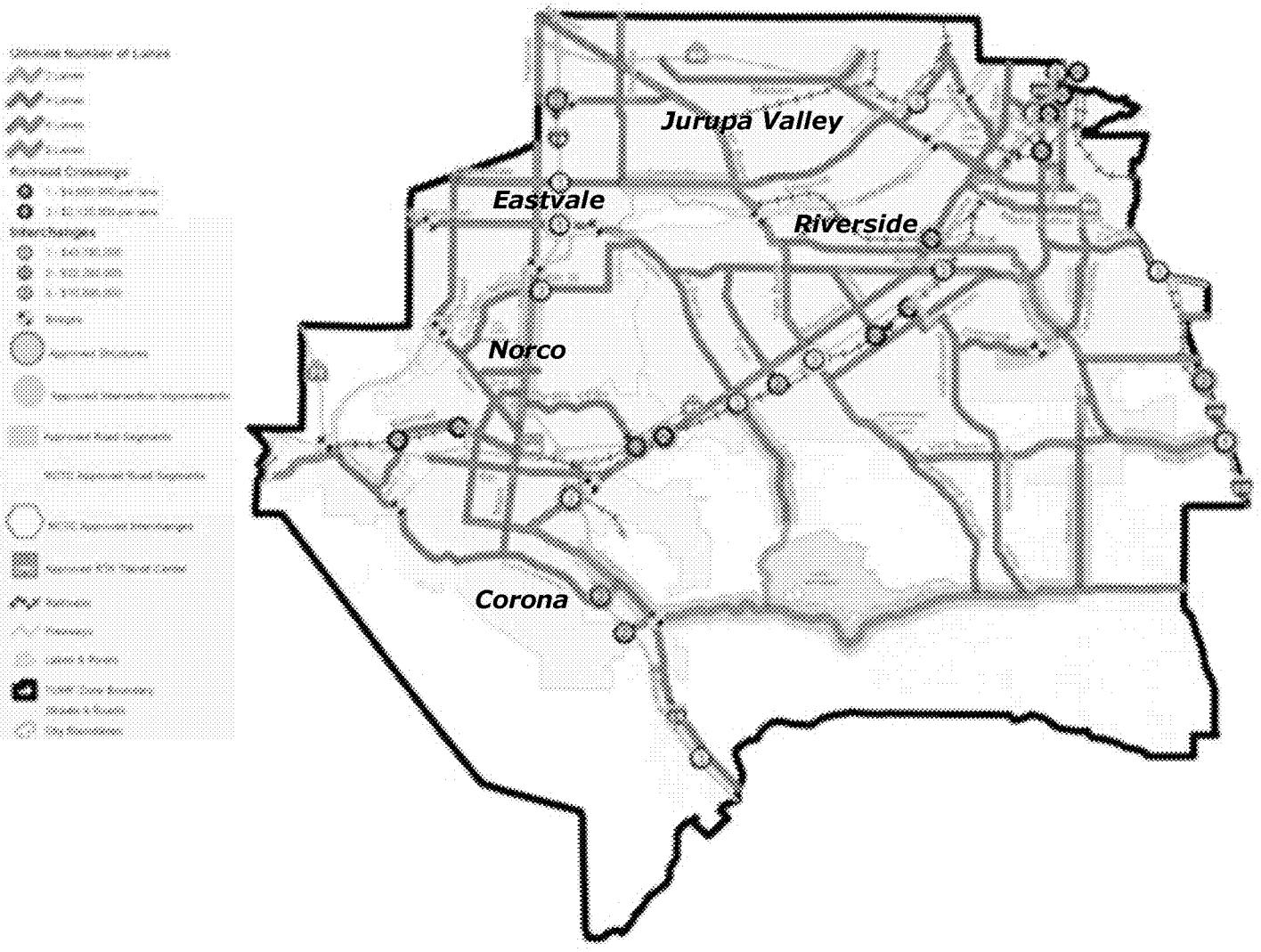

The Northwest Zone is comprised of the unincorporated County and the Cities of Corona, Eastvale, Jurupa Valley, Norco, and Riverside. The Zone covers an estimated 332.8 square miles and has a population of approximately 710,226. The Northwest Zone has 12 projects on the adopted TIP, of which 1 project is under construction, 4 projects are in engineering, 5 projects are in planning and environmental stages, and 2 projects are complete. (Note: Project data for the City of Jurupa Valley will be included in the 2012 Annual Report.)

Following are examples of projects that WRCOG has participated in with local jurisdictions in the Northwest Zone that are underway and/or completed. These projects represent $15.3 million in TUMF investment.

Magnolia Avenue Grade Separation (City of Riverside)
This project will lower Magnolia Avenue under the Union Pacific Railroad tracks, and a two-track railroad bridge is being constructed over Magnolia Avenue. The project will also shift the alignment of Magnolia Avenue 50 feet to the west.

In addition, Beatty Drive will be widened from two to four lanes between Brockton and De Anza

MV00180104

Northwest Zone 5-Year Transportation Improvement Program

Planning	Environmental Study	Engineering	Construction		
				County of Riverside	Cajalco Road (La Sierra to Wood) – widen 2 to 4 lanes
					Cajalco Road (Temescal Canyon Road to La Sierra) – widen 2 to 4 lanes
					Mockingbird Avenue (Etiwanda to Van Buren) – widen 2 to 4 lanes
					Magnolia Grade Separation at BNSF Railroad
					Wood Road (Cajalco to Kramer Rd) – widen to 4 lanes
				Corona	Auto Center Underpass (Railroad to Rincon) – widen 2 to 4 lanes
					McKinley Rail Underpass and Bridge – widen to 6 lanes
				City of Riverside	Canyon Crest Drive (Country Club to via Vista) – widen 2 to 4 lanes
					Magnolia Ave Grade Separation (Beatty to Elizabeth) – widen to 4 lanes
				Norco	Hamner Avenue (Santa Ana River to Parkridge) – widen 4 to 6 lanes
				County of Riverside/Moreno Valley	Van Buren/I-215 Interchange

1 project currently on the TIP is completed and is listed under the Completed Projects list on Page 45.

Source: Information provided by each jurisdiction's Public Works Department

Avenues, and new traffic signals will be installed at the intersections of Beatty Drive and Brockton, Magnolia, and De Anza Avenues. Construction started in early 2010. The project is anticipated to be completed by in 2012. The estimated project cost is $53.1 million, of which TUMF will provide $12 million.

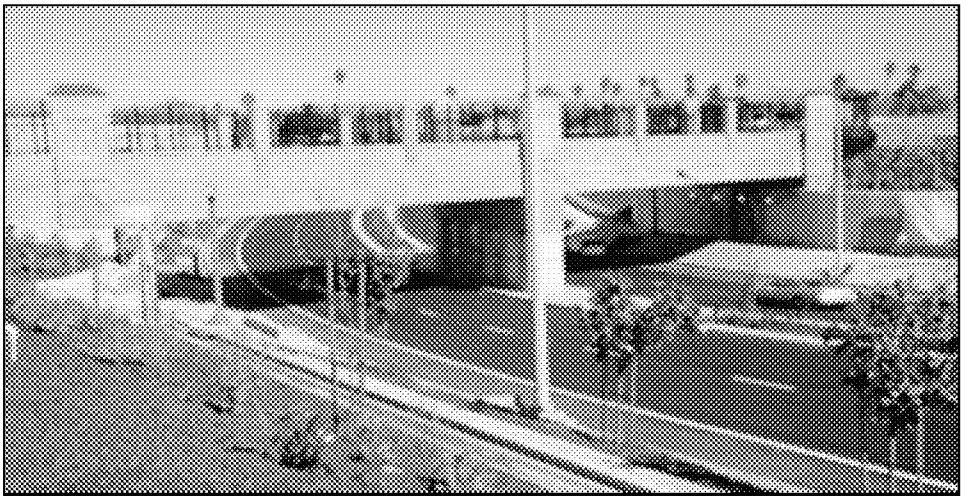

Magnolia Grade Separation Project, City of Riverside (Photo courtesy City of Riverside)

Hamner Avenue (City of Norco)

This project will widen a portion of Hamner Avenue between Santa Ana River to Parkridge Avenue from four to six lanes. The project is being completed in phases. The City recently widened Hamner Avenue from Sixth Street north to a few hundred feet south of Detroit Street.

The project's estimated cost is $8.6 million, of which TUMF has programmed $3.3 million.

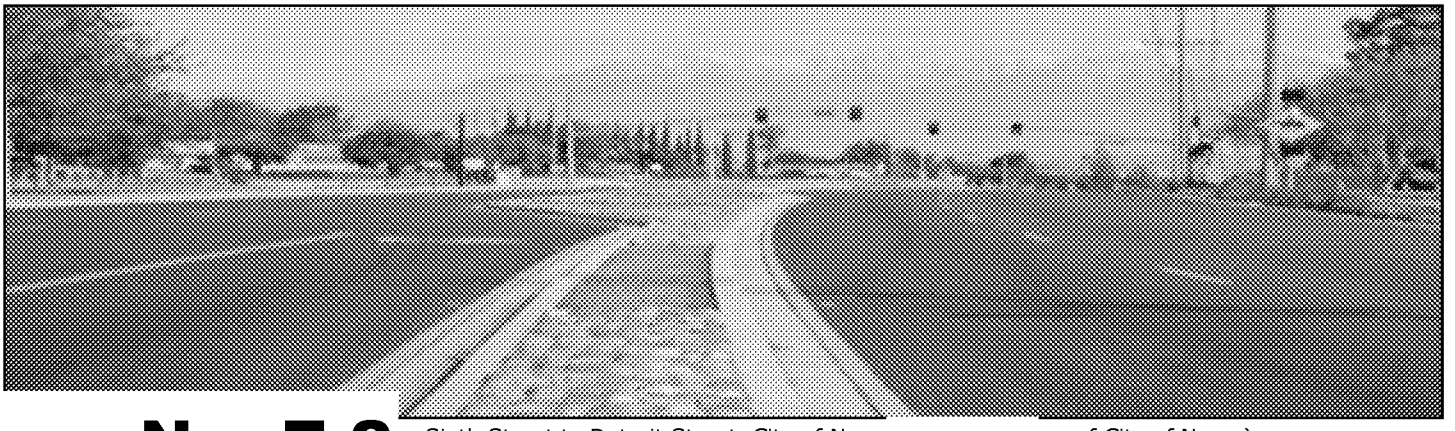

m Sixth Street to Detroit Street, City of Norco esy of City of Norco)

Southwest Zone: Canyon Lake, Lake Elsinore, Murrieta, Temecula, Wildomar, and County of Riverside

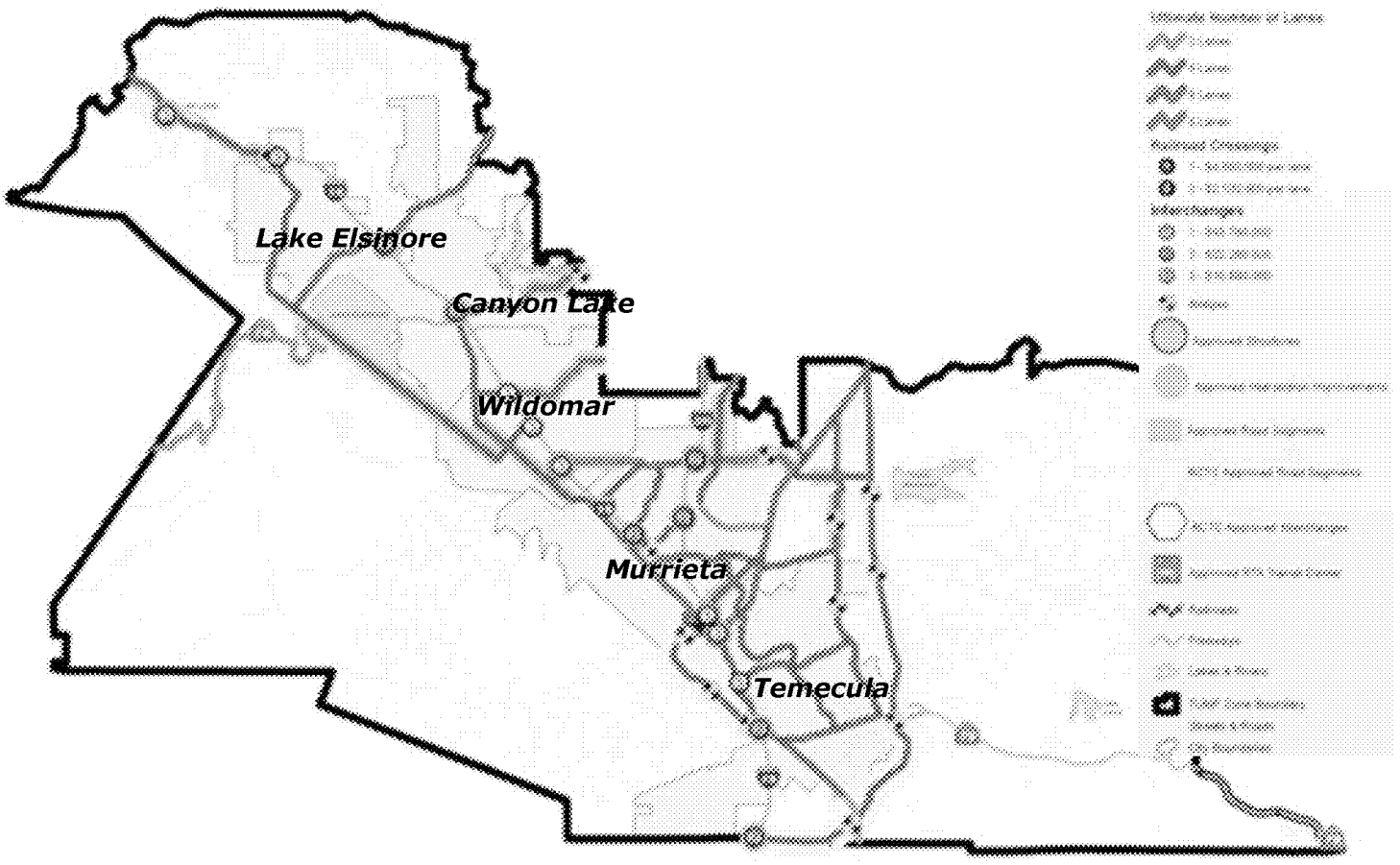

The Southwest Zone is comprised of the unincorporated County and the Cities of Canyon Lake, Lake Elsinore, Murrieta, Temecula, and Wildomar. The Zone covers an estimated 536.1 square miles and has a population of approximately 380,193.

The Southwest Zone has 16 projects on the adopted TIP, of which 1 project is under construction, 8 projects are in engineering, 3 projects are in planning and environmental stages, and 3 projects are completed. The remaining project is in the preliminary design and planning phase.

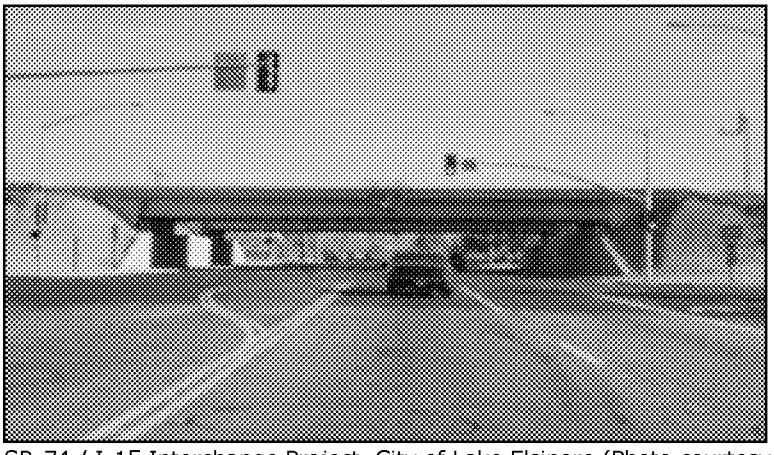

SR-74 / I-15 Interchange Project, City of Lake Elsinore (Photo courtesy of City of Lake Elsinore)

Following are examples of projects that WRCOG has participated in with local jurisdictions in the Southwest Zone that are underway and/or completed. These projects represent $56.8 million in TUMF investment.

Southwest Zone 5-Year Transportation Improvement Program

Planning	Environmental Study	Engineering	Construction		
				City of Murrieta	Winchester Street (Auld to Murrieta Hot Springs) - widen 2 to 4 lanes
					Clinton Keith Road (SR-79 to I-215) - widen 2 to 4 lanes
					Madison Ave/I-15 Interchange Improvements
				Canyon Lake	Railroad Canyon Road (Goetz to City Limits)
				Murrieta	California Oaks/I-15 Interchange and widen 2 to 4 lanes from Madison to Sky Canyon
				Temecula	SR-79 (Rancho Vista Bridge) Bridge over Murrieta Creek - widen from 2 to 4 lanes
					SR-79 (Winchester)/I-15 Interchange
					French Valley Parkway/I-15 Overcrossing and Interchange
				Lake Elsinore/County of Riverside	Glen Eagles Canyon Road (Lake Elsinore City Limits to Lake Hills Bridge)
				Wildomar	Clinton Keith Road (I-15 to Gibbel Road) - widen 2 to 4 lanes
					Central Avenue (SR-74/Grand to Sunset) - widen 2 to 4 lanes
					Palomar Street (Mission Trail to Jefferson) - widen 2 to 4 lanes
				Wildomar/County of Riverside	Clinton Keith/I-15 Interchange

3 projects currently on the TIP are completed and are listed under the Completed Projects list on Page 45.

Source: Information provided by each jurisdiction's Public Works Department

California Oaks/I-15 Interchange (City of Murrieta)

This project will widen California Oaks Road between Madison Avenue and Cal Oaks Plaza Drive to six lanes and add two loop on-ramps at the interchange. Construction is underway with an anticipated completion date of August 2012. The estimated project cost is $26 million, of which TUMF will provide $6 million.

Clinton Keith/I-15 Interchange (City of Wildomar)

The Clinton Keith Road/I-15 Interchange is a diamond configuration with Clinton Keith Road spanning the I-15 freeway. This project will widen the bridge structure to accommodate six through lanes plus dual median left-turn lanes in each direction. The freeway ramps will be reconstructed to connect with the widened cross section of Clinton Keith Road. The project has completed design and right-of-way acquisition. Construction is anticipated to begin in early 2012. The estimated project cost is $23 million, of which TUMF will provide $9.3 million.

French Valley Parkway / I-15 Overcrossing and Interchange (City of Temecula)

This project provides for construction of a new interchange on the I-15 freeway between the existing Winchester Road interchange and the I-15/I-215 junction. The project will utilize a partial cloverleaf interchange at French Valley Parkway, with loop on-ramps and direct off-ramps in the northwest quadrants and direct on-ramps in the southwest and northwest quadrants.

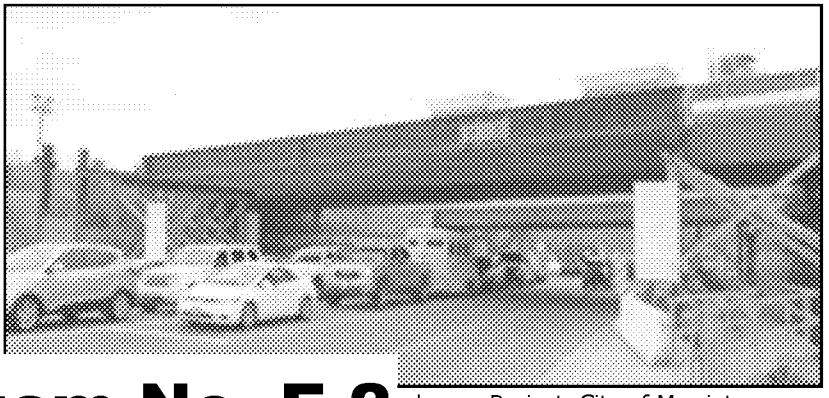

rchange Project, City of Murrieta

The project is in the design phase with construction anticipated to begin in 2012. The estimated project cost is $192 million, of which TUMF will provide $4

Item No. E.2

-1456-

MV00180107

Central Zone: Menifee, Moreno Valley, Perris, and County of Riverside

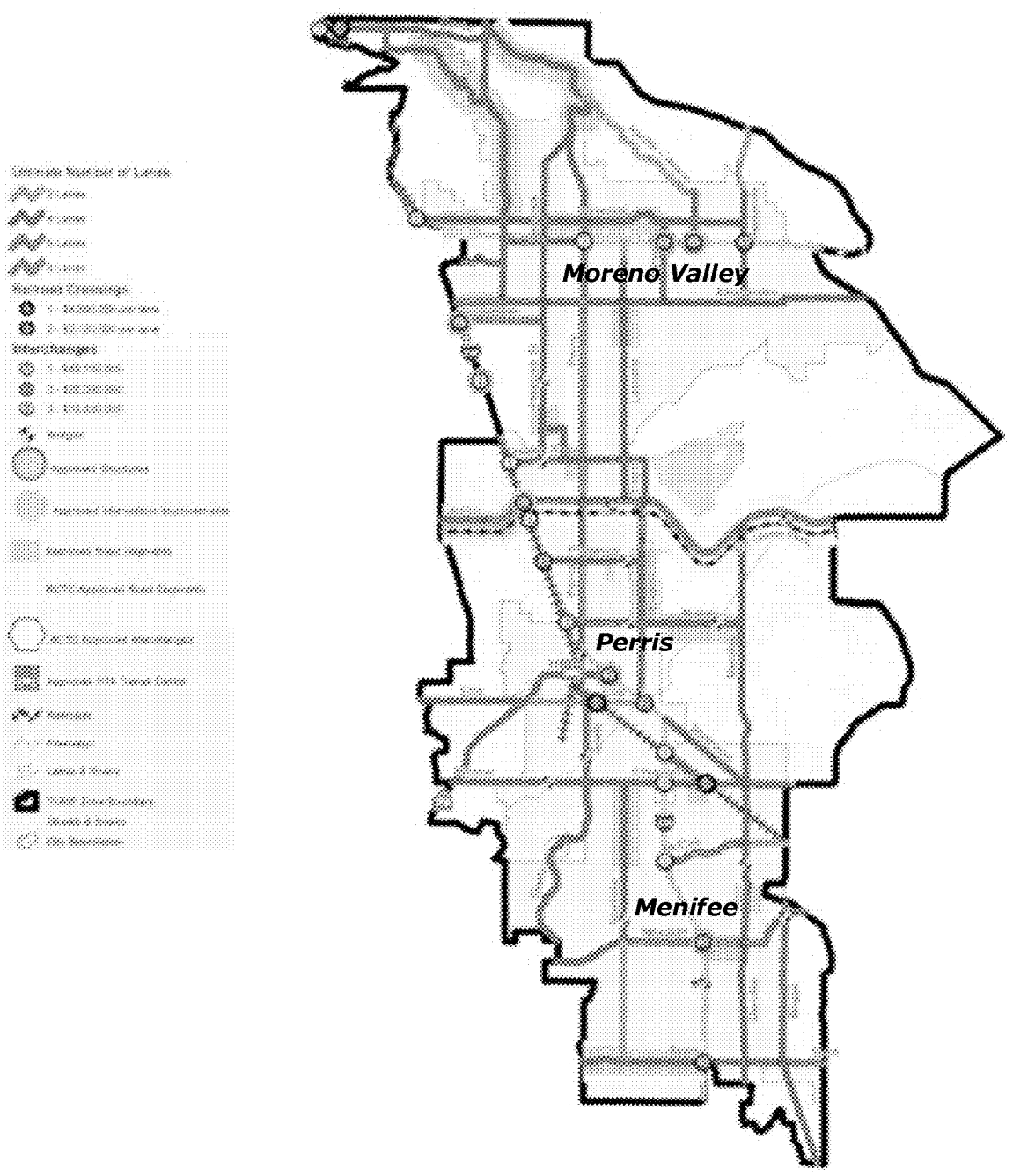

The Central Zone is comprised of the unincorporated County and the Cities of Menifee, Moreno Valley and Perris. The Zone covers an estimated 222.2 square miles and has a population of approximately 376,638. The Central Zone has 18 projects on the adopted TIP, of which 4 projects are under construction, 5 projects are in engineering, 6 projects are in planning and environmental stages, and 2 projects are completed. The remaining project is in the preliminary design and planning phases.

Following are examples of projects that WRCOG has participated in with local jurisdictions in the Central Zone that are underway and/or completed. These projects represent $21.67 million in TUMF investment.

MV00180108

Central Zone 5-Year Transportation Improvement Program

Planning	Environmental Study	Engineering	Construction		
				County of Riverside	Gilman Road (Cajalco to Rice) – widen 2 to 4 lanes
					Cajalco Road (Gilman to Harvard) – widen 2 to 4 lanes
					Rice Road (Gilman to Sky Ranch) – widen 2 to 4 lanes
				Riverside County of Riverside	Bradley/Glenn Road Rout – widen 2 to 4 lanes
					Mockingbird Road (Gilman to McCall) – widen 2 to 4 lanes
					Meadow Road (Gilman to Simpson) – widen 2 to 4 lanes
					Meadow Road (Gilman to Simpson) – widen 2 to 4 lanes
				Moreno Valley	Box Spring Road (Sol – last 4 Sub – widen 2 to 4 lanes)
					Eucalyptus Avenue (SR-60 to Cactus) – widen 2 to 4 lanes
					Eucalyptus Avenue (SR-60 to Cactus) – widen 2 to 4 lanes
					Moreno Beach Drive (SR-60 to Alessandro)
					Moreno Beach Drive (SR-60 to Alessandro)
					Nason/SR-60 Interchange
				Perris	Evans Road (Nuevo to Ingram) – widen 2 to 4 lanes
				Perris Valley/Menifee	Murrieta Road (Perris Valley Airport to Sun Lakes) – widen 2 to 4 lanes
				RCTC/Caltrans	Ramona Expressway (215 to Lake Perris)
				Riverside County of Riverside	Mira Loma Expressway (215 to Hamilton)

2 projects currently on the TIP are completed and are listed under the Completed Projects list on Page 45.

Source: Information provided by each jurisdiction's Public Works Department

Nason/SR-60 Interchange (City of Moreno Valley)

The SR-60/Nason Street Overcrossing project consists of replacing the overcrossing structure, widening Nason Street overcrossing approaches and modifying the intersection.

Construction is underway with an anticipated completion date of August 2012. The estimated project cost is $43 million, of which TUMF has programmed $13.2 million.

Ramona Expressway - Completed (City of Perris)

This project widened Ramona Expressway between Perris Boulevard and I-215, a distance of 1.4 miles, from four to six lanes.

$2.47 million in TUMF is programmed for this project, of which over $2.1 million has been reimbursed to the City for work underway.

Moreno Beach/SR-60 Interchange (City of Moreno Valley)

This project will realign the SR-60/Moreno Beach Drive freeway ramps with auxiliary lanes at the eastbound off-ramp and the westbound on-ramps. It will also replace the SR-60/Moreno Beach Drive overcrossing structure.

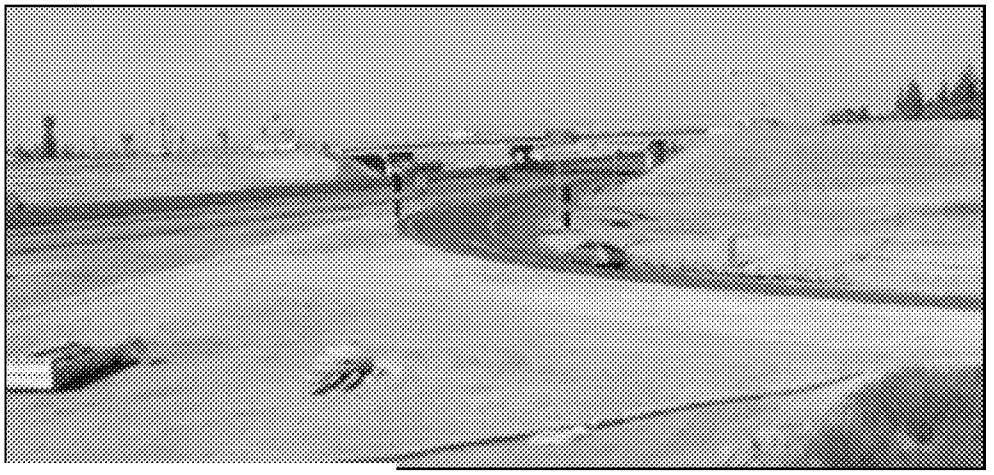

City of Moreno Valley (Photo courtesy City of

Construction is underway with an anticipated completion date of August 2012. The estimated project cost is $43 million, of which TUMF has programmed $6 million.

Hemet/San Jacinto Zone: Hemet, San Jacinto and County of Riverside

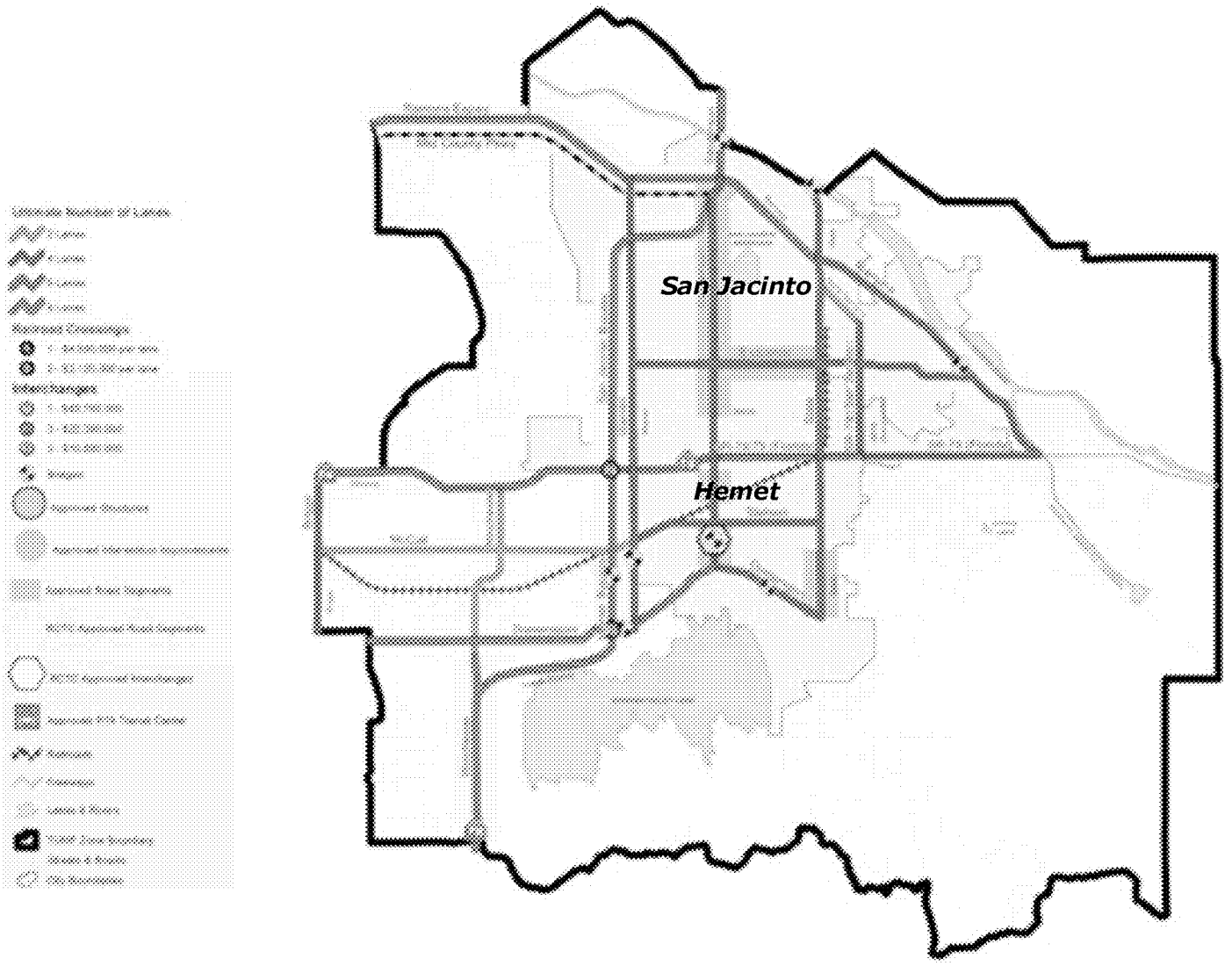

The Hemet/San Jacinto Zone is comprised of the unincorporated County and the Cities of Hemet and San Jacinto. The Zone covers an estimated 209.9 square miles and has a population of approximately 171,245. The Hemet/San Jacinto Zone has 6 projects on the adopted TIP, 1 project is in engineering, 2 projects are in planning and environmental stages, and 3 projects are completed.

Following are examples of projects that WRCOG has participated in with local jurisdictions in the Hemet/San Jacinto Zone that are underway and/or completed. These projects represent $11.1 million in TUMF investment.

Sanderson Avenue - Completed (City of San Jacinto)

This Project widened Sanderson Avenue from two to four lanes from Esplanade Avenue to Ramona Expressway for a length of 3.6 miles. The project eases congestion at the intersection of Sanderson and Ramona Expressway. The ultimate configuration of this segment will be a six -lane facility with a raised median, curb and gutter, sidewalks and a landscaped parkway. The project's cost is $7.72 million, of which TUMF has paid $7

MV00180110

[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

3 projects currently on the TIP are completed and are listed under the Completed Projects list on Page 45.

Source: Information provided by each jurisdiction's Public Works Department

Sanderson Avenue (City of Hemet)

The project will widen the west side of Sanderson Avenue from Acacia to Wentworth Avenue.

Sanderson Avenue will be widened from two to four lanes for a distance of 3,000 feet.

The project is currently in the engineering phase and is negotiating for additional right-of-way acquisition.

TUMF has programmed $1.23 million for this project, of which TUMF has reimbursed the City $1 million for work underway.

Ramona Expressway (City of San Jacinto)

This project will widen Ramona Expressway between Sanderson Avenue and Main Street in two phases. The entire project alignment from Sanderson Avenue to Main Street is currently a two-lane road.

The first phase will widen Ramona Expressway from Sanderson Avenue to State Street. This portion will widen the existing two-lane alignment to six lanes for an approximate distance of 2.45 miles.

The second phase of work will widen Ramona Expressway from State Street to Main Street. This second segment will widen the existing two-lane alignment to four lanes for a distance of approximately 2.7 miles. Construction is anticipated to begin in late 2012.

The project is estimated to cost over $8.3 million, of which TUMF has programmed $4 million.

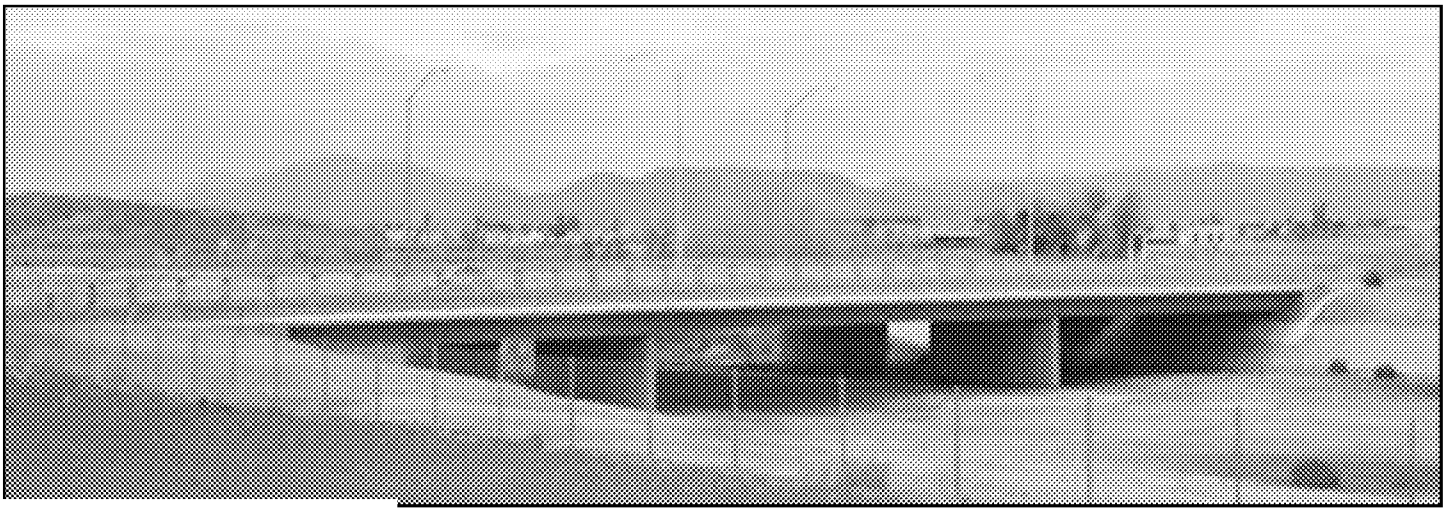

er Salt Creek, City of Hemet (Photo courtesy of City of Hemet)

Pass Zone: Banning, Calimesa, and County of Riverside

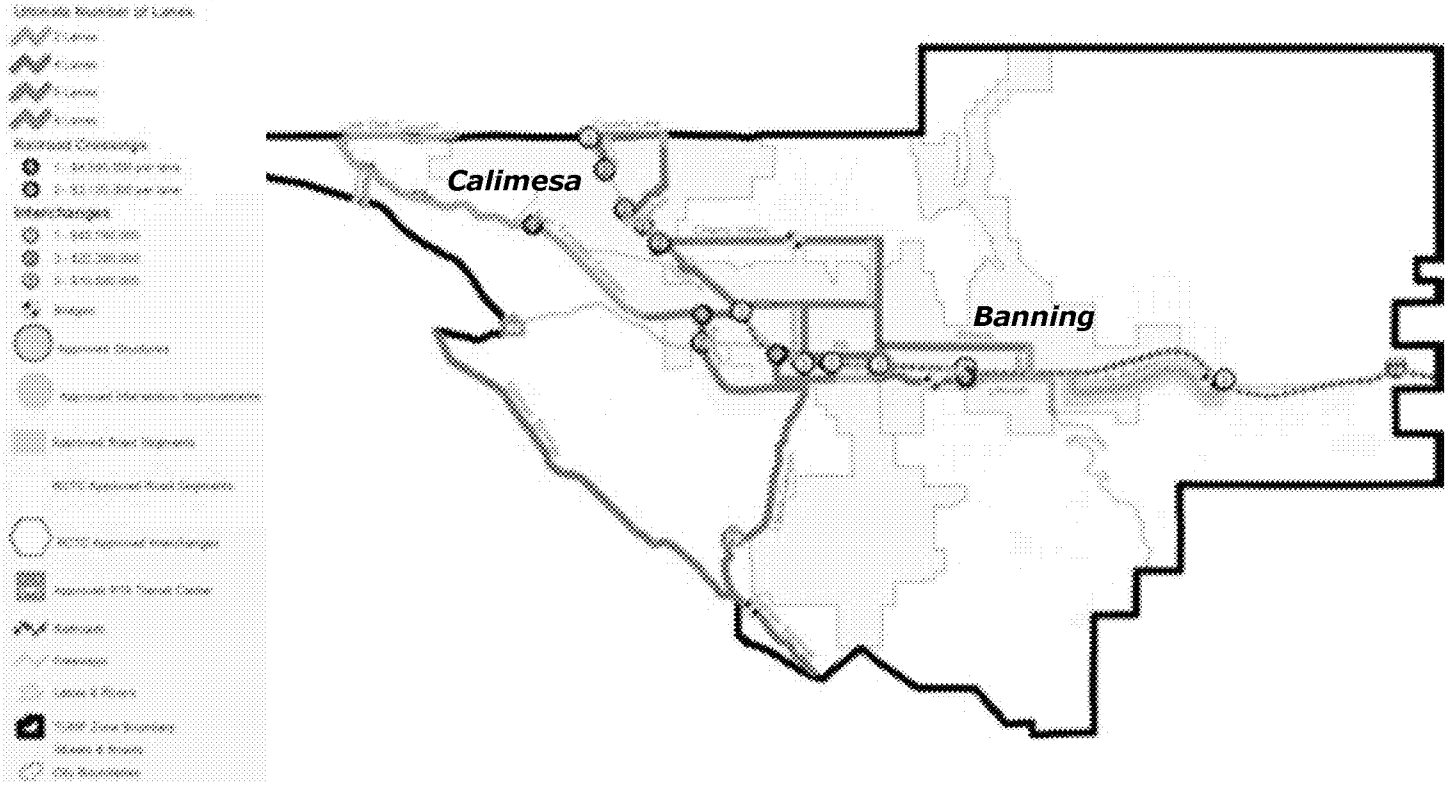

Pass Zone 5-Year Transportation Improvement Program

Planning	Environmental Study	Engineering	Construction		
				Banning	•Sunset Avenue Grade Separation
					•Highland Springs/I-10 Interchange Improvements and Widening
				County of Riverside/City of Banning	•I-10 Bypass South & 300' Bridge (Hathaway to Fields) - widen 0 to 4 lanes

1 project currently on the TIP is completed and is listed under the Completed Projects list on Page 45.
Source: Information provided by each jurisdiction's Public Works Department

The Pass Zone is comprised of the unincorporated County and the Cities of Banning and Calimesa. The Zone covers an estimated 260.9 square miles and has a population of approximately 86,840. The Pass Zone has 4 projects on the adopted TIP, of which 2 projects are in engineering, 1 project is in planning and 1 project is complete.

Following are examples of projects that WRCOG has participated in with local jurisdictions in the Pass Zone that are underway and/or completed. These projects represent $3.8 million in TUMF investment.

Sunset Avenue Grade Separation (City of Banning)

This project will lower Sunset Avenue by 20 feet to construct a new underpass at the UPRR tracks, modify Sunset Avenue, and replace the I-10 bridge and the on- and off-ramps.

The project is in design with construction anticipated to begin in winter 2012. The TUMF has programmed $2.1 million for this project.

MV00180112

Riverside Transit Agency

The Riverside Transit Agency (RTA) receives TUMF funds for capital transit improvements (1.7 percent) of the total collected. RTA has 6 projects on the adopted TIP, of which 1 project is under construction, 1 project is in engineering, 1 project is in planning and environmental and 1 project is complete. The remaining 2 projects are still in the preliminary design/planning phases.

Following are projects below provide examples of projects that WRCOG has participated in with RTA that are underway and/or completed. These projects represent $3.8 million in TUMF investment.

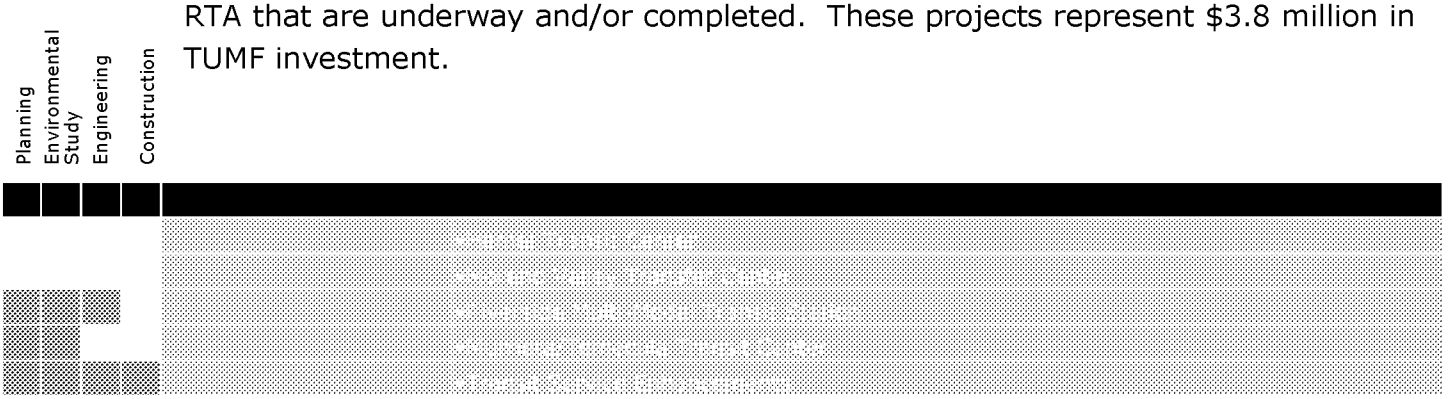

1 project currently on the TIP is completed and is listed under the Completed Projects list on Page 45.

Source: Information provided by the Riverside Transit Agency

I-10 Bypass Project (City of Banning) The project will construct two lanes of new roadway to support a future four-lane secondary highway between Banning and Cabazon. The scope also includes a new bridge crossing over the San Gorgonio River.

The project is in planning. The TUMF has programmed $1.7 million for this project.

Transit Service Enhancements This project will prepare plans and designs for enhancements of bus stops throughout the RTA service area in Western Riverside County. Enhancements include transit technology that will provide real-time customer information and amenities built into and around each stop for customer convenience, comfort and safety. State-of-the-art bus shelters, kiosks, and benches will be installed at selected stops within the service area.

The TUMF has programmed $3.7 million for this project.

Moreno Valley Transfer Center This project, located at Town Circle Centerpoint near Frederick Street, will expand and improve a key transfer and destination point for passengers traveling to Riverside and Perris from the Moreno Valley area.

Improvements include the addition of bus shelters, benches, RTA's Intelligent Transportation System program that relays real-time arrival information to kiosks to accommodate anticipated future growth. The TUMF has programmed $125,000

SmartSTOP at the Corona Transit Center provides customers real-time arrival information

Item No. E.2

-1462-

MV00180113

Riverside County Transportation Commission

RCTC receives 46.9 percent of the TUMF fees collected and uses these revenues for regional TUMF projects. During fiscal year 2010/2011, WRCOG transmitted over $6.5 million and over $240 million since the TUMF Program commenced. RCTC has 22 projects on the TIP, of which 1 project is under construction, 7 projects are in engineering, 9 projects are in planning and environmental stages, and 5 projects are completed. Below is a summary description of selected projects completed, under construction, or in planning phases.

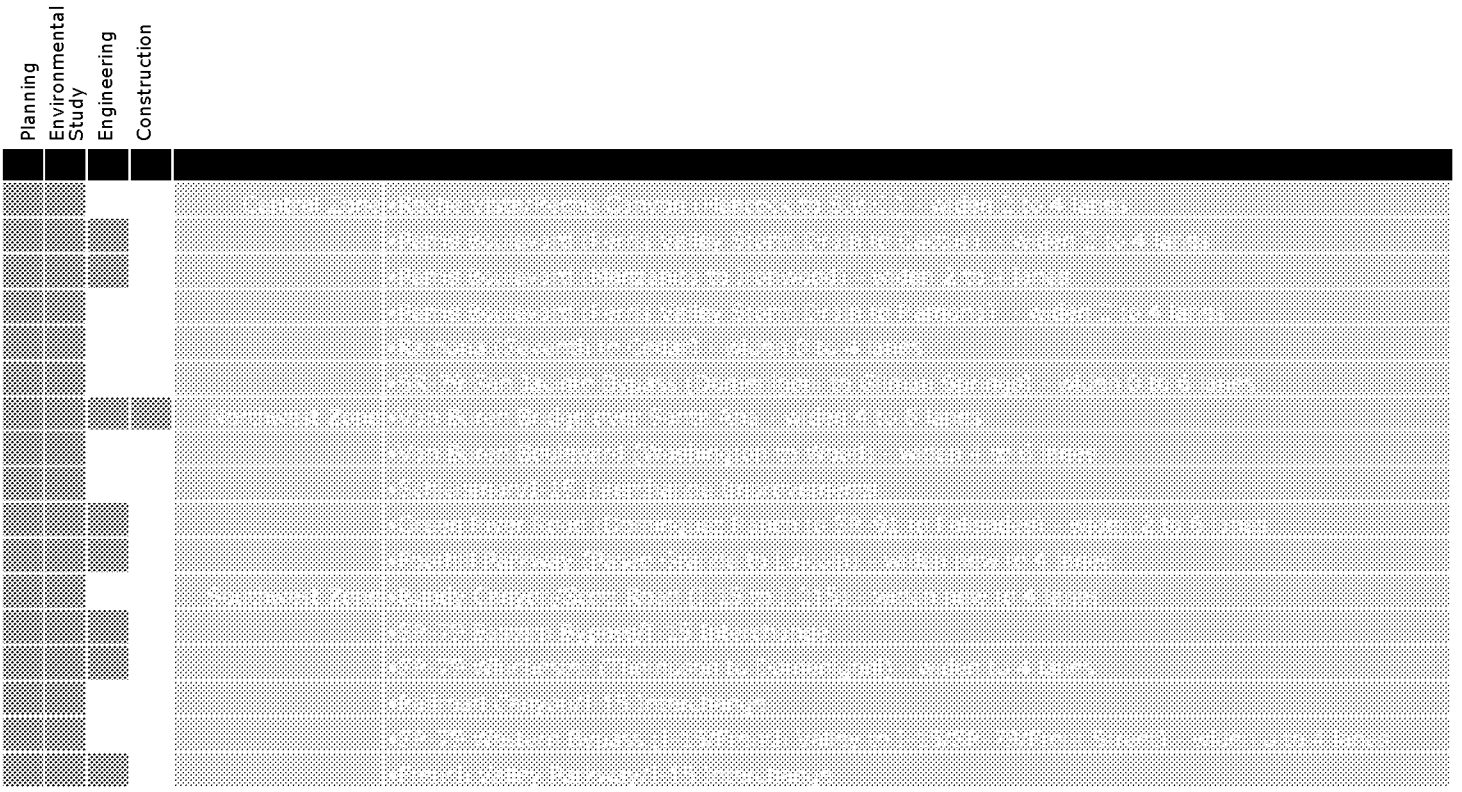

5 projects currently on the TIP are completed and are listed under the Completed Projects list on Page 45.

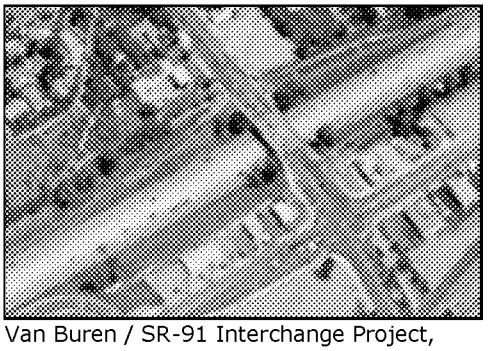

Van Buren / SR-91 Interchange Project, City of Riverside (Photo courtesy of City of Riverside)

Van Buren/SR-91 Interchange Completed (City of Riverside) The SR-91/Van Buren Boulevard Interchange Project widened the existing four-lane overcrossing bridge to six lanes with dual left-turn lanes.

The westbound ramps were also widened to three lanes. A new eastbound onramp was constructed on Indiana Avenue. Construction started in March 2010 and lasted 15 months ending in June 2011. The project cost was $35 million, of which TUMF provided $10 million.

SR-79 Winchester Widening (County of Riverside) This project will improve State Route 79 between Thompson Road and Domenigoni Parkway by widening the 7.4-mile stretch from two to four lanes.

Construction is estimated to take 12 months and will occur in two stages. The first stage will be from Scott Road to Domenigoni Parkway and the second stage will be from Abelia Street to Scott Road. The project is estimated to cost over $33 million, of which TUMF has programmed $6 million.

MV00180114

46 Projects Completed Since 2003

Central Zone

Menifee/County of Riverside	•Newport Road (Goetz to Murrieta) - widen 0 to 4 lanes
Moreno Valley	•Ironwood/Moreno Beach Intersection
	•Ironwood/Nason Intersection
	•Pigeon Pass Road (Climbing Rose to Hidden Springs) - widen 2 to 4 lanes
	•Lasselle Street (John F Kennedy to Alessandro) - widen an additional northbound lane
Perris	•Oleander Avenue (Perris to Indian) - widen new to 2 lanes
	•Placentia Avenue Gap Closure (Redlands to Wilson) - construct 2 new lanes
	•Ramona Expressway (I-215 to Perris) (Phase 1) - widen 4 to 6 lanes
	•Ramona Expressway (I-215 to Evans Road) - widen 2 to 4 lanes
March JPA/Moreno Valley	•Heacock Avenue (Perris Valley Drain to San Michele) - widen 2 to 4 lanes

Hemet/San Jacinto Zone

Hemet	•Sanderson Avenue (Stetson to Domenigoni), Salt Creek Bridge - widen 2 to 4 lanes
	•Sanderson Avenue (Acacia to BNSF railroad tracks) - widen 2 to 4 lanes
	•Sanderson Avenue (Menlo to Esplanade) - widen 2 to 4 lanes
	•State Street (Chambers to Domenigoni) - widen 2 to 4 with center turn-lane
San Jacinto	•Sanderson Avenue (Esplanade to Ramona) - widen 2 to 4 lanes
San Jacinto/County of Riverside	•Sanderson Avenue/Ramona Expressway Intersection Improvements
County of Riverside	•Newport Road (Domenigoni Parkway) Leon to SR-79 - widen 0 to 6 lanes

Northwest Zone

County of Riverside	•Cantu-Galleano/I-15 Interchange
	•Washington Street Improvements, William Lyon Homes
	•La Sierra Avenue (Cleveland to El Sobrante) - widen 2 to 4 lanes
	•Valley Way (Sierra to Mission) - widen 2 to 4 lanes
Corona	•Lincoln/SR-91 Interchange
	•Ontario Avenue (Compton to Rimpau) - widen 5 to 6 lanes
	•Railroad Street (Buena Vista to Grand) - widen 2 to 4 lanes
	•Magnolia Avenue, I-15 to Sherborn Street - widen 4 to 6 lanes
	•Magnolia Corridor/Magnolia/I-15 Interchange
Riverside	•La Sierra Avenue (Cleveland to Indiana) - widen 2 to 4 lanes
	•La Sierra/SR-91 Interchange
	•SR-60/Market Street Ramps - widen ramps and install traffic signal
	•Wood/Van Buren Intersection Improvements
	•Overlook Parkway except bridge (Chateau Ridge to Sandtrack) - widen 2 to 4 lanes
	•Alessandro Boulevard (Arlington to Trautwein) - widen 4 to 6 lanes
	•Columbia Avenue Grade Separation Overpass - widen to 4 lanes

Pass Zone

Calimesa	•Desert Lawn Drive (Palmer to Cherry Valley) - widen 2 to 4 lanes

Southwest Zone

Lake Elsinore	•SR-74 Ortega/SR-74 Grand Intersection
	•SR-74/I-15 Interchange
Murrieta	•Los Alamos/I-215 Interchange
	•Clinton Keith Road/I-215 Interchange
	•Meadowlark (Clinton Keith to Keller) - widen 2 to 4 lanes

Riverside Transit Agency

	•Corona Multi-Modal Transit Terminal
	•Perris Transit Center

Riverside County Transportation Commission

	•Ramona (SR-79/Sanderson to West City Limits) - widen 2 to 4 lanes
	•Foothill Parkway (El Cerrito)/I-15 Interchange
	•Van Buren Boulevard/SR-91 Interchange
	•Van Buren Boulevard (Andrew to Garfield) - widen 4 to 6 lanes
	•Green River Road/SR-91 Interchange - widen 2 to 6 lanes

Item No. E.2 projects that were completed during Fiscal Ye -1464- and are currently on the TIP.

MV00180115

3, 5, 10-Mile Value of TUMF Improvements from City Centers

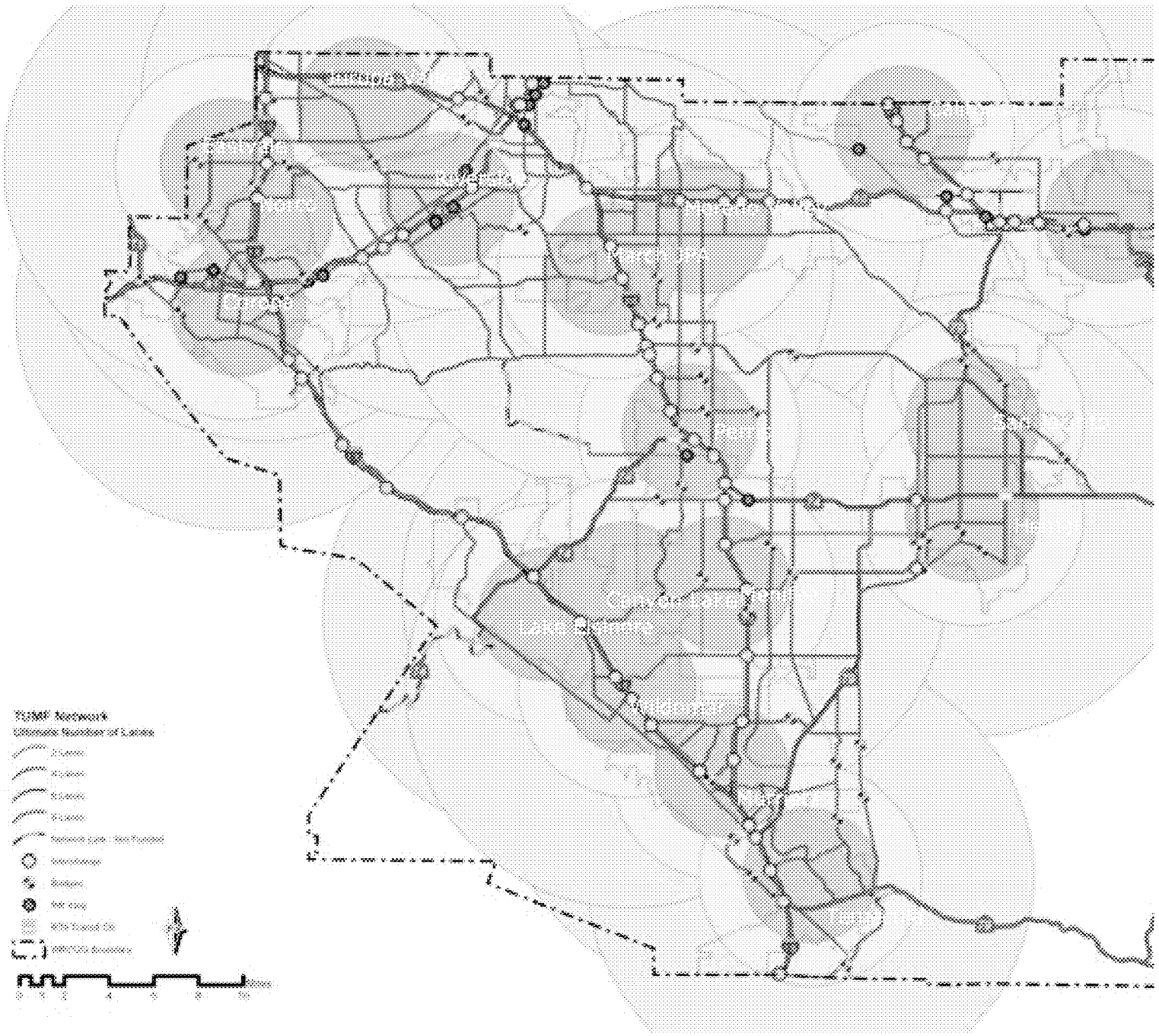

This map identifies the value of TUMF improvements within a 3, 5, and 10-mile radius from each participating City's center. The purpose of this map is to graphically depict the benefits of TUMF Program improvements that residents in cities and the unincorporated County benefit from, even when the improvements are not located specifically within that jurisdiction. This map demonstrates the regional aspect of the program and how the WRCOG TUMF participants are knitted together with TUMF improvements over the next 25 years. Maps for individual WRCOG jurisdictions can be found at our website at http://www.wrcog.cog.ca.us/content/tumf_jurisdictional_map.asp.

March JPA

Value of Improvements (3 miles)	$78,446,000
Value of Improvements (5 miles)	$267,153,000
Value of Improvements (10	$723,784,477
Total Value of Improvements	$1,069,383,477

City of Banning

Value of Improvements (3 miles)	$68,821,000
Value of Improvements (5 miles)	$44,861,000
Value of Improvements (10 miles)	$162,828,000
Total Value of Improvements	$276,510,000

City of Calimesa

Value of Improvements (3 miles)	$123,987,000
Value of Improvements (5 miles)	$9,066,000
Value of Improvements (10 miles)	$233,405,000
Total Value of Improvements	$366,458,000

City of Canyon Lake

Value of Improvements (3 miles)	$50,836,000
Value of Improvements (5 miles)	$160,844,000
Value of Improvements (10 miles)	$751,189,000
Total Value of Improvements	$962,869,000

City of Corona

Value of Improvements (3 miles)	$100,498,377
Value of Improvements (5 miles)	$130,275,000
Value of Improvements (10 miles)	$366,483,600
Total Value of Improvements	$597,256,977

City of Eastvale

Value of Improvements (3 miles)	$217,187,000
Value of Improvements (5 miles)	$63,071,377
Value of Improvements (10 miles)	$238,628,600
Total Value of Improvements	$518,886,977

City of Hemet

Value of Improvements (3 miles)	$95,470,765
Value of Improvements (5 miles)	$120,732,000
Value of Improvements (10 miles)	$213,166,000
Total Value of Improvements	$429,368,765

City of Lake Elsinore

Value of Improvements (3 miles)	$102,607,000
Value of Improvements (5 miles)	$32,614,000
Value of Improvements (10 miles)	$345,378,000
Total Value of Improvements	$480,599,000

City of Jurupa Valley

Value of Improvements (3 miles)	$44,118,067
Value of Improvements (5 miles)	$94,179,000
Value of Improvements (10 miles)	$509,772,159
Total Value of Improvements	$648,069,226

City of Menifee

Value of Improvements (3 miles)	$101,192,000
Value of Improvements (5 miles)	$206,284,000
Value of Improvements (10 miles)	$787,635,000
Total Value of Improvements	$1,095,111,000

City of Moreno Valley

Value of Improvements (3 miles)	$115,584,000
Value of Improvements (5 miles)	$271,761,000
Value of Improvements (10 miles)	$541,708,065
Total Value of Improvements	$875,053,065

City of Murrieta

Value of Improvements (3 miles)	$252,477,869
Value of Improvements (5 miles)	$130,801,000
Value of Improvements (10 miles)	$444,238,000
Total Value of Improvements	$827,516,869

City of Norco

Value of Improvements (3 miles)	$191,552,377
Value of Improvements (5 miles)	$122,962,000
Value of Improvements (10 miles)	$296,472,067
Total Value of Improvements	$610,986,444

City of Perris

Value of Improvements (3 miles)	$178,386,000
Value of Improvements (5 miles)	$249,545,000
Value of Improvements (10 miles)	$535,907,200
Total Value of Improvements	$963,838,200

City of Riverside

Value of Improvements (3 miles)	$104,806,525
Value of Improvements (5 miles)	$136,409,540
Value of Improvements (10 miles)	$632,501,444
Total Value of Improvements	$873,717,509

City of San Jacinto

Value of Improvements (3 miles)	$176,414,000
Value of Improvements (5 miles)	$42,473,659
Value of Improvements (10 miles)	$197,959,000
Total Value of Improvements	$416,846,659

City of Temecula

Value of Improvements (3 miles)	$95,937,000
Value of Improvements (5 miles)	$153,859,869
Value of Improvements (10 miles)	$320,535,000
Total Value of Improvements	$570,331,869

City of Wildomar

Value of Improvements (3 miles)	$116,577,000
Value of Improvements (5 miles)	$119,213,000
Value of Improvements (10 miles)	$588,424,869
Total Value of Improvements	$824,214,869

Item No. E.2

Jackpot Road facing West, Area of Nuisance Flooding, Subdivision of Skyview (Flooding)

Item No. E.2

MV00180119

Program Participants

TUMF WRCOG

MORENO VALLEY
WHERE DREAMS SOAR

CITY OF PERRIS

CORONA

CITY OF LAKE ELSINORE
DREAM EXTREME

SAN JACINTO

CITY OF EASTVALE

CALIMESA

MENIFEE

Murrieta
the future of southern california

COUNTY OF RIVERSIDE

CITY OF RIVERSIDE

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Item No. E.2

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Western Riverside Council of Governments

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Kelly Bennett, Vice-Chair
Council Member
City of Murrieta

Jim Hyatt, Second Vice-Chair
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Robert Youssef
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City of Hemet

Micheal Goodland
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Mayor
City of Menifee

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City of Norco

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Vice Mayor
City of San Jacinto

Chuck Washington
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City of Temecula

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Mayor
City of Wildomar

Bob Buster
Supervisor, District 1
County of Riverside

John Tavaglione
Supervisor, District 2
County of Riverside

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County of Riverside

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Riverside County Superintendent of Schools

"Respect Local Control... Provide Regional Perspective"

MV00180122

U.S. Department of Transportation
Federal Highway Administration

Search | Feedback

Highway Traffic Noise

Construction Noise
Handbook
RCNM Version 1.1
Special Report
Measurement
Noise Barriers
Noise Compatible Planning
Noise Effect on Wildlife
Regulation and Guidance
Tire Pavement Noise
Traffic Noise Models
Training

Contruction Noise Handbook

9.0 Construction Equipment Noise Levels and Ranges

9.1 Equipment Type Inventory and Related Emission Levels

Noise levels generated by individual pieces of construction equipment and specific construction operations form the basis for the prediction of construction-related noise levels. A variety of information exists related to sound emissions related to such equipment and operations. This data transcends the period beginning in the 1970s thru 2006. This information exists for both stationary and mobile sources and for steady, intermittent, and impulse type generators of noise.

Stationary equipment consists of equipment that generates noise from one general area and includes items such as pumps, generators, compressors, etc. These types of equipment operate at a constant noise level under normal operation and are classified as non-impact equipment. Other types of stationary equipment such as pile drivers, jackhammers, pavement breakers, blasting operations, etc., produce variable and sporadic noise levels and often produce impact-type noises. Impact equipment is equipment that generates impulsive noise, where impulsive noise is defined as noise of short duration (generally less than one second), high intensity, abrupt onset, rapid decay, and often rapidly changing spectral composition. For impact equipment, the noise is produced by the impact of a mass on a surface, typically repeating over time.

Mobile equipment such as dozers, scrapers, graders, etc., may operate in a cyclic fashion in which a period of full power is followed by a period of reduced power. Other equipment such as compressors, although generally considered to be stationary when operating, can be readily relocated to another location for the next operation.

9.2 Sources of Information

Construction-related equipment and operation noise level data may be provided by numerous sources, including suppliers, manufacturers, agencies, organizations, etc. Some information is included in this document, and many web-based links are given for equipment manufacturers.

9.3 Specifics of Construction Equipment and Operation Noise Inventories

Details included in each specific inventory of construction equipment and operation noise emission levels are often variable in terms of how data is represented. Some inventories include ranges of noise levels while others present single numbers for each equipment type. Others provide levels for specific models of each type of construction equipment. Often, different noise descriptors are used, such as L_{Aeq}, L_{max}, L_{10}, sound power level, etc. As such, the array of data does not readily lend itself to being combined into a single table or easily compared. As such, this Handbook attempts to summarize a variety of such inventories and provide links to each, thereby providing the reader with a variety of sources from which to choose the appropriate levels for use in his or her respective analysis.

9.4 Summaries of Referenced Inventories

Included below are examples of several inventories of construction-related noise emission values. These and additional inventories are included on the companion CD-ROM.

Equipment and operation noise levels in this inventory are expressed in terms of L_{max} noise levels and are accompanied by a usage factor value. They have been recently updated and are based on extensive measurements taken in conjunction with the Central Artery/Tunnel (CA/T) Project. Table 9.1 summarizes the equipment noise emissions database used by the CA/T Project. While these values represent the "default" values for use in the RCNM, user-defined equipment and corresponding noise levels can be added.

Table 9.1 RCNM Default Noise Emission Reference Levels and Usage Factors.

Equipment Description	Impact Device?	Acoustical Usage Factor (%)	Spec. 721.560 L_{max} @ 50 feet (dBA, slow)	Actual Measured L_{max} @ 50 feet (dBA, slow) (Samples Averaged)	Number of Actual Data Samples (Count)
All Other Equipment > 5 HP	No	50	85	N/A	0
Auger Drill Rig	No	20	85	84	36
Backhoe	No	40	80	78	372
Bar Bender	No	20	80	N/A	0
Blasting	Yes	N/A	94	N/A	0

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Item No. E.2

MV00180123

Boring Jack Power Unit	No	50	80	83	1
Chain Saw	No	20	85	84	46
Clam Shovel (dropping)	Yes	20	93	87	4
Compactor (ground)	No	20	80	83	57
Compressor (air)	No	40	80	78	18
Concrete Batch Plant	No	15	83	N/A	0
Concrete Mixer Truck	No	40	85	79	40
Concrete Pump Truck	No	20	82	81	30
Concrete Saw	No	20	90	90	55
Crane	No	16	85	81	405
Dozer	No	40	85	82	55
Drill Rig Truck	No	20	84	79	22
Drum Mixer	No	50	80	80	1
Dump Truck	No	40	84	76	31
Excavator	No	40	85	81	170
Flat Bed Truck	No	40	84	74	4
Front End Loader	No	40	80	79	96
Generator	No	50	82	81	19
Generator (<25KVA, VMS Signs)	No	50	70	73	74
Gradall	No	40	85	83	70
Grader	No	40	85	N/A	0
Grapple (on backhoe)	No	40	85	87	1
Horizontal Boring Hydraulic Jack	No	25	80	82	6
Hydra Break Ram	Yes	10	90	N/A	0
Impact Pile Driver	Yes	20	95	101	11
Jackhammer	Yes	20	85	89	133
Man Lift	No	20	85	75	23
Mounted Impact Hammer (hoe ram)	Yes	20	90	90	212
Pavement Scarifier	No	20	85	90	2
Paver	No	50	85	77	9
Pickup Truck	No	40	55	75	1
Pneumatic Tools	No	50	85	85	90
Pumps	No	50	77	81	17
Refrigerator Unit	No	100	82	73	3
Rivit Buster/Chipping Gun	Yes	20	85	79	19

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MV00180124

Rock Drill	No	20	85	81	3
Roller	No	20	85	80	16
Sand Blasting (single nozzle)	No	20	85	96	9
Scraper	No	40	85	84	12
Sheers (on backhoe)	No	40	85	96	5
Slurry Plant	No	100	78	78	1
Slurry Trenching Machine	No	50	82	80	75
Soil Mix Drill Rig	No	50	80	N/A	0
Tractor	No	40	84	N/A	0
Vacuum Excavator (Vac-Truck)	No	40	85	85	149
Vacuum Street Sweeper	No	10	80	82	19
Ventilation Fan	No	100	85	79	13
Vibrating Hopper	No	50	85	87	1
Vibratory Concrete Mixer	No	20	80	80	1
Vibratory Pile Driver	No	20	95	101	44
Warning Horn	No	5	85	83	12
Welder/Torch	No	40	73	74	5

For each generic type of equipment listed in Table 9.1, the following information is provided:

- an indication as to whether or not the equipment is an impact device;
- the acoustical usage factor to assume for modeling purposes;
- the specification "Spec" limit for each piece of equipment expressed as an L_{max} level in dBA "slow" at a reference distance of 50 foot from the loudest side of the equipment;
- the measured "Actual" emission level at 50 feet for each piece of equipment based on hundreds of emission measurements performed on CA/T work sites; and
- the number of samples that were averaged together to compute the "Actual" emission level.

A comparison of the "Spec" emission limits against the "Actual" emission levels reveals that the Spec limits were set, in general, to realistically obtainable noise levels based on the equipment used by contractors on the CA/T Project. When measured in the field, some equipment such as pile drivers, sand blasting, demolition shears, and pumps tended to exceed their applicable emission limit. As such, these noisy devices needed to have some form of noise mitigation in place in order to comply with the Spec emission limits. Other equipment, such as clamshell shovels, concrete mixer trucks, truck-mounted drill rigs, man-lifts, chipping guns, ventilation fans, pavers, dump trucks, and flatbed trucks, easily complied. Therefore, the Spec emission limits for these devices could have been reduced somewhat further. It is recommended that the user review the RCNM User's Guide contained in Appendix A for detailed guidance regarding application of values contained in Table 9.1.

Appendix A of the 1977 Handbook provides tables of construction equipment noise levels and ranges. The majority of the data were provided by the American Road Builders Association. These data were taken during a 1973 survey in which member contractors were asked to secure readings of noise exposure to operators of various types of equipment. Additionally, the contractors were asked to take readings at 50 feet from the machinery. These 50-foot peak readings are provided in Tables 9.2 through 9.8. Though the data were produced under varying conditions and degrees of expertise, the values are relatively consistent.

Table 9.2 Construction Equipment Noise Levels Based on Limited Data Samples - Cranes.

Manufacturer	Type or Model	Peak Noise Level (dBA)	Remarks
Northwestern	80D	77	Within 15m 1958 mod
Northwestern	8	84	Within 15m 1940 mod
Northwestern	6	72	Within 15m 1965 mod
American	7260	82	Within 15m 1967 mod

American	599	76	Within 15m 1969 mod
American	5299	70	Within 15m 1972 mod
American	4210	82	Within 15m 1968 mod
Buck Eye	45C	79	Within 15m 1972 mod
Buck Eye	308	74	Within 15m 1968 mod
Buck Eye	30B	73	Within 15m 1965 mod
Buck Eye	30B	70	Within 15m 1959 mod
Link Belt	LS98	76	Within 15m 1956 mod
Manitowoc	4000	94	Within 15m 1956 mod
Grove	RF59	82	Within 15m 1973 mod
Koehr	605	76	Within 15m 1967 mod
Koehr	435	86	Within 15m 1969 mod
Koehr	405	84	Within 15m 1969 mod

Table 9.3 Construction Equipment Noise Levels Based on Limited Data Samples - Backhoes.

Manufacturer	Type or Model	Peak Noise Level (dBA)	Remarks
Link Belt	4000	92	Within 15m 1971 mod
John Deere	609A	85	Within 15m 1971 mod
Case	680C	74	Within 15m 1973 mod
Drott	40 yr.	82	Within 15m 1971 mod
Koehr	1066	81 & 84	Within 15m 2 tested

Table 9.4 Construction Equipment Noise Levels Based on Limited Data Samples - Front Loaders.

Manufacturer	Type or Model	Peak Noise Level (dBA)	Remarks
Caterpillar	980	84	Within 15m 1972 mod
Caterpillar	977K	79	Within 15m 1969 mod
Caterpillar	977	87	Within 15m 1971 mod
Caterpillar	977	94	Within 15m 1967 mod
Caterpillar	966C	84	Within 15m 1973 mod
Caterpillar	966C	85	Within 15m 1972 mod
Caterpillar	966	81	Within 15m 1972 mod
Caterpillar	966	77	Within 15m 1972 mod
Caterpillar	966	85	Within 15m 1966 mod
Caterpillar	955L	90	Within 15m ;1973 mod
Caterpillar	955K	79	Within 15m 1969 mod
Caterpillar	955H	94	Within 15m 1963 mod
Caterpillar	950	78 & 80	Within 15m 1972 mod
Caterpillar	950	75	Within 15m 1968 mod
Caterpillar	950	88	Within 15m 1967 mod
Caterpillar	950	86	Within 15m 1965 mod
Caterpillar	944A	80	Within 15m 1965 mod
Caterpillar	850	82	Within 15m 1968 mod
Michigan	75B	90	Within 15m 1969 mod

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Michigan	475A	96	Within 15m 1967 mod
Michigan	275	85	Within 15m 1971 mod
Michigan	125	87	Within 15m 1967 mod
Hough	65	82	Within 15m 1971 mod
Hough	60	91	Within 15m 1961 mod
Hough	400B	94	Within 15m 1961 mod
Hough	H90	86	Within 15m 1961 mod
Trojan	3000	85	Within 15m 1956 mod
Trojan	RT	82	Within 15m 1965 mod
Payloader	H50	85	Within 15m 1963 mod

Table 9.5 Construction Equipment Noise Levels Based on Limited Data Samples - Dozers.

Manufacturer	Type or Model	Peak Noise Level (dBA)	Remarks
Caterpillar	D5	83	Within 15m 1967 mod
Caterpillar	D6	85	Within 15m 1967 mod
Caterpillar	D6	86	Within 15m 1964 mod
Caterpillar	D6	81	Within 15m 1967 mod
Caterpillar	D6B	83	Within 15m 1967 mod
Caterpillar	D6C	82	Within 15m 1962 mod
Caterpillar	D7	85	Within 15m 1956 mod
Caterpillar	D7	86	Within 15m 1969 mod
Caterpillar	D7	84	Within 15m 1969 mod
Caterpillar	D7	78	Within 15m 1970 mod
Caterpillar	D7	78	Within 15m 1972 mod
Caterpillar	D7E	86	Within 15m 1965 mod
Caterpillar	D7E	78	Within 15m 1970 mod
Caterpillar	D7E	84	Within 15m 1973 mod
Caterpillar	D7F	80	Within 15m 1972 mod
Caterpillar	D8	92	Within 15m 1954 mod
Caterpillar	D8	95	Within 15m 1968 mod
Caterpillar	D8	86	Within 15m 1972 mod
Caterpillar	D8H	88	Within 15m 1966 mod
Caterpillar	D8H	82	Within 15m 1972 mod
Caterpillar	D9	85	Within 15m 1972 mod
Caterpillar	D9	94	Within 15m 1972 mod
Caterpillar	D9	90	Within 15m 1963 mod
Caterpillar	D9	87	Within 15m 1965 mod
Caterpillar	D9	90	Within 15m 1965 mod
Caterpillar	D9	88	Within 15m 1968 mod
Caterpillar	D9	92	Within 15m 1972 mod
Caterpillar	D9G	85	Within 15m 1965 mod
Allis Chambers	HD41	93	Within 15m 1970 mod

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International	TD15	79	Within 15m 1970 mod
International	TD20	87	Within 15m 1970 mod
International	TD25	90	Within 15m 1972 mod
International	TD8	83	Within 15m 1970 mod
Case	1150	82	Within 15m 1972 mod
John Deer	350B	77	Within 15m 1971 mod
John Deer	450B	65	Within 15m 1972 mod
Terex	8230	70	Within 15m 1972 mod
Terex	8240	93	Within 15m 1969 mod
Michigan	280	85	Within 15m 1961 mod
Michigan	280	90	Within 15m 1962 mod
Caterpillar	824	90	Within 15m 1968 mod

Table 9.6 Construction Equipment Noise Levels Based on Limited Data Samples - Graders.

Manufacturer	Type or Model	Peak Noise Level (dBA)	Remarks
Caterpillar	16	91	Within 15m 1969 mod
Caterpillar	16	86	Within 15m 1968 mod
Caterpillar	140	83	Within 15m 1970 mod
Caterpillar	14E	84	Within 15m 1972 mod
Caterpillar	14E	85	Within 15m 1971 mod
Caterpillar	14C	85	Within 15m 1971 mod
Caterpillar	14B	84	Within 15m 1967 mod
Caterpillar	12F	82	Within 15m 1961-72 mod
Caterpillar	12F	72-92	Within 15m 1961-72 mod
Caterpillar	12E	81.3	Within 15m 1959-67 mod
Caterpillar	12E	80-83	Within 15m 1959-67 mod
Caterpillar	12	84.7	Within 15m 1960-67 mod
Caterpillar	12	82-88	Within 15m 1960-67 mod
Gallon	T500	84	Within 15m 1964 mod
Allis Chambers		87	Within 15m 1964 mod

Table 9.7 Construction Equipment Noise Levels Based on Limited Data Samples - Scrapers.

Manufacturer	Type or Model	Peak Noise Level (dBA)	Remarks
Caterpillar	660	92	Within 15m
Caterpillar	641B	85	Within 15m 1972 mod
Caterpillar	641B	86	Within 15m 1972 mod
Caterpillar	641	80 & 84	Within 15m 1972 mod
Caterpillar	641	83 & 89	Within 15m 1965 mod
Caterpillar	637	87	Within 15m 1971 mod
Caterpillar	633	87	Within 15m 1972 mod
Caterpillar	631C	89	Within 15m 1973 mod
Caterpillar	631C	83	Within 15m 1972 mod
Caterpillar	631B	94	Within 15m 1969 mod

Caterpillar	631B	84-87	Within 15m 1968 mod
Caterpillar		85 avg.	Within 15m 1968 mod
Caterpillar	621	90	Within 15m 1970 mod
Caterpillar	621	86	Within 15m 1967 mod
Caterpillar	613	76	Within 15m 1972 mod
Terex	TS24	87	Within 15m 1972 mod
Terex	TS24	84-91	
Terex	TS24	82	Within 15m 1971 mod
Terex	TS24	81-83	Within 15m 1971 mod
Terex	TS24	94	Within 15m 1966 mod
Terex	TS24	92-98	Within 15m 1966 mod
Terex	TS24	94.7	Within 15m 1963 mod
Terex	TS24	94-95	Within 15m 1963 mod
Terex	TS14	82	Within 15m 1969 mod
Terex	S35E	84	Within 15m 1971 mod

Table 9.8 Noise Levels of Standard Compressors.

Manufacturer	Model	Silenced or Standard	Type Eng.	Type Comp.	Test Avg. Cond. (cfm.psi)	Avg. Cond. Noise Lev. (cfm.psi) (dBA) at 7m*
Atlas	ST-48	Standard	Diesel	Reciprocal	160,100	83.6
Atlas	ST-95	Standard	Diesel	Reciprocal	330,105	80.2
Atlas	VSS-170Dd	Silenced	Diesel	Reciprocal	170,850	70.2
Atlas	VT-85M	Standard	Gas	Reciprocal	85,100	81.4
Atlas	VS-85Dd	Silenced	Gas	Reciprocal	85,100	75.5
Atlas	VSS-125Dd	Silenced	Diesel	Reciprocal	125,100	70.1
Atlas	STS-35Dd	Silenced	Diesel	Reciprocal	125,100	73.5
Atlas	VSS-170Dd	Silenced	Diesel	Reciprocal	170,100	
Gardner-Denver	SPWDA/2	Silenced	Diesel	Rotary-Screw	1200,000	73.3
Gardner-Denver	SPQDA/2	Silenced	Diesel	Rotary-Screw	750,000	78.2
Gardner-Denver	SPHGC	Silenced	Gas	Rotary-Screw	185,000	77.1
Ingersoll-Rand	DXL 1200	Standard	Diesel	Rotary-Screw	1200,125	92.6
Ingersoll-Rand	DXL 1200 (doors open)	Standard	Diesel	Rotary-Screw	1200,125	
Ingersoll-Rand	DXL 900S	Silenced	Diesel	Rotary-Screw	900,125	76.0
Ingersoll-Rand	DXL 900S	Silenced	Diesel	Rotary-Screw	900,125	75.1
Ingersoll-Rand	DXLCU1050	Standard	Diesel	Rotary-Screw	1050,125	90.2
Ingersoll-Rand	DXL 900S	Silenced	Diesel	Rotary-Screw	900,125	75.3
Ingersoll-Rand	DXL 900S	Silenced	Diesel	Rotary-Screw	900,125	75.0
Ingersoll-Rand	DXL 900	Standard	Diesel	Rotary-Screw	900,125	89.9
Ingersoll-Rand	DXL 750	Standard	Diesel	Rotary-Screw	750,125	87.7
Jaeger	A	Standard	Gas	Rotary-Screw	175,100	88.2

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Jaeger	A(doors open)	Standard	Gas	Rotary-Screw	175,100	
Jaeger	E	Standard	Gas	Vane	85,100	81.5
Jaeger	E(doors open)	Standard	Gas	Vane	85,100	
Worthington	60 G/2Qt	Silenced	Gas	Vane	160,100	74.2
Worthington	750-QTEX	Silenced	Diesel	Rotary-Screw	750,100	74.7

*Data taken from EPA Report - EPA 550/9-76-004.

9.4.3 FTA Noise and Vibration Assessment Procedure

Chapter 12 of the FTA Transit Noise and Vibration Guidance Handbook discusses construction noise evaluation methodology and contains the noise emission levels for construction equipment displayed in Table 9.9.

Table 9.9 FTA Construction Equipment Noise Emission Levels.

Equipment	Typical Noise Level (dBA) 50 ft from Source*
Air Compressor	81
Backhoe	80
Ballast Equalizer	82
Ballast Tamper	83
Compactor	82
Concrete Mixer	85
Concrete Pump	82
Concrete Vibrator	76
Crane Derrick	88
Crane Mobile	83
Dozer	85
Generator	81
Grader	85
Impact Wrench	85
Jack Hammer	88
Loader	85
Paver	89
Pile Driver (Impact)	101
Pile Driver (Sonic)	96
Pneumatic Tool	85
Pump	76
Rail Saw	90
Rock Drill	98
Roller	74
Saw	76
Scarifier	83
Scraper	89
Shovel	82
Spike Driver	77
Tie Cutter	84

Tie Handler	80
Tie Inserter	85
Truck	88

*Table based on EPA Report, measured data from railroad construction equipment taken during Northeast Corridor improvement project and other measured data.

9.5 Links to Equipment Manufacturers

Table 9.10 contains web-based links to manufacturers of construction equipment. While few of these links contain noise-related data associated with the equipment, they provide descriptions and/or specifications related to the equipment, as well as sources for possibly obtaining additional information related to the equipment. Information in this table is by no means all-inclusive and does not represent any type of endorsement of the manufacturers, suppliers, or equipment. Users are hereby advised that the referenced websites may have certain restrictions, copyrights, etc., associated with any use of data contained therein.

Table 9.10 Equipment Manufacturers and Websites.

Equipment	Manufacturer	Website Address
Arrow Boards		
	North Star	http://northstar-traffic.com/index.cfm?SC=14&PT=1
	Trafcom	http://www.trafcon.com
	Allmand	http://www.allmand.com/MB%20AB%20page.htm
Articulated Trucks		
	Case	http://www.casece.com/products/products.asp?RL=NAE&id=196
	Hitachi	http://www.hitachi-c-m.com/global/products/articulate/index.html
	Terex	http://www.terex.com/main.php
	Caterpillar	http://www.cat.com/cda/layout?m=37840&x=7
	Volvo	http://www.volvo.com/constructionequipment/na/en-us/products/articulatedhaulers/
Asphalt Saws		
	Allied	http://www.alliedcp.com/products/rotocut.asp
Augers - See Drills / Augers		
Backhoes - See Loaders/Backhoes		
Boring Equipment - See Pile Drivers/Boring Equipment		
Compaction Equipment		
	Allied	http://www.alliedcp.com/products/compactor.asp
Compressors		
	Sullair	http://www.sullair.com/corp/details/0,10294,CLI1_DIV61_ETI5714,00.html
	Compair	http://www.compair.com/Products/Portable_Compressors.aspx
Concrete and Asphalt Batch/Mixing Plants and Equipment		
	Con-E-Co	http://www.con-e-co.com/products.cfm
	Terex	http://www.terex.com/main.php
	Gunter & Zimmerman	http://www.guntert.com/concrete_mobilebatching.asp
	Rex Con	http://www.rexcon.com
Concrete Breakers/ Hydraulic Hammers/Hydraulic Breakers		
	Drillman	http://www.drillmanindia.com/concrete-breaker.html
	Hydro Khan	http:/www.sangi.co.kr/english/e_product1_2.php
	Stanley	http://www.stanley-hydraulic-tools.com/Hand%20Held/NoAmbreakers.htm

	Lynx	http://www.stanley-hydraulic-tools.com/Lynx/breakers.htm
Concrete Chain Saws		
	Lynx	http://www.stanley-hydraulic-tools.com/Lynx/concrete-saws.htm
Concrete Core Drilling Machines		
	Multiquip	http://www.multiquip.com/multiquip/318_ENU_HTML.htm
Concrete Cutters		
	Vermeer	http://www.vermeermfg.com/vcom/TrenchingEquipment/Line.jsp?PrdlnID=3618
Concrete/Material Pumps		
	Multiquip	http://www.multiquip.com/multiquip/309_ENU_HTML.htm
	Reed	http://www.reedpumps.com/
Concrete Mixer Trucks		
	Oshkosh	http://www.oshkoshtruck.com/concrete/products~overview~home.cfm
	London	http://www.lmi.ca/mixers.cfm
	Terex/Advance	http://www.advancemixer.com
Concrete Saws		
	Multiquip	http://www.multiquip.com/multiquip/315_ENU_HTML.htm
	Diamond Core Cut	http://www.diamondproducts.com/dp_home.htm
Concrete Screeds		
	Multiquip	http://www.multiquip.com/multiquip/317_ENU_HTML.htm
Concrete Vibrators		
	Multiquip	http://www.multiquip.com/multiquip/313_ENU_HTML.htm
	Sullair	http://www.sullair.com/corp/details/0,10294,CLI1_DIV61_ETI5722,00.html
Cranes		
	Malcolm Drilling	www.malcolmdrilling.com
	Link-Belt	http://www.linkbelt.com/lit/products/frameproducthome.htm
	Casagrande	http://www.casagrandegroup.com
	Liebherr	http://www.liebherr.com/em/en/35381.asp
	Terex	http://www.terex.com/main.php
Crawler Tractors - See Dozers/Crawler Tractors		
Crushing and Screening Equipment		
	Cedarapids	http://www.cedarapids.com/crushscr.htm
	Hitachi	http://www.hitachi-c-m.com/
	Komatsu	http://www.komatsu.com/ce/products/mobile_crushers.html
	Terex	http://www.terex.com/main.php
Crushers/Pulverizers		
	Hydro Khan	http://www.sangi.co.kr/english/e_product3.php
Cutoff Saws		
	Multiquip	http://www.multiquip.com/multiquip/309_ENU_HTML.htm
	Lynx	http://www.stanley-hydraulic-tools.com/Lynx/cutoff%20saw.htm
Dozers/CrawlerTractors		

	John Deere	http://www.deere.com/en_US/cfd/construction/deere_const/crawlers/deere_dozer_selection.html
	Caterpillar	http://www.cat.com/cda/layout?m=37840&x=7
	Case	http://www.casece.com/products/products.asp?RL=NAE&id=2
	Komatsu	http://www.komatsu.com/ce/products/crawler_dozers.html
Dewatering Pumps		
	Multiquip	http://www.multiquip.com/multiquip/371_ENU_HTML.htm
Drills / Augers		
	Malcolm Drilling	www.malcolmdrilling.com
	Casagrande	www.casagrandegroup.com
	Soilmec	http://www.soilmec.com/_vti_g1_techno.aspx?rpstry=4_
	Terex	http://www.terex.com/main.php
Excavators		
	Hitachi	http://www.hitachi-c-m.com/global/products/excavator/index.html
	Caterpiller	http://www.cat.com/cda/layout?m=37840&x=7
	Volvo	http://www.volvo.com/constructionequipment/na/en-us/products/compactexcavators/
		http://www.volvo.com/constructionequipment/na/en-us/products/wheeledexcavators/
		http://www.volvo.com/constructionequipment/na/en-us/products/crawlerexcavators/
	John Deere	http://www.deere.com/en_US/cfd/construction/deere_const/excavators/deere_excavator_selection.html
	Liebherr	http://www.liebherr.com/em/en/18891.asp
	Soilmec	http://www.soilmec.com/_vti_g1_t02.aspx?rpstry=29_
	Gehl	http://www.gehl.com
	Case	http://www.casece.com/products/products.asp?RL=NAE&id=216
	Komatsu	http://www.komatsu.com/ce/products/crawler_excavators.html
		http://www.komatsu.com/ce/products/wheel_excavators.html
	Terex	http://www.terex.com/main.php
	Link-Belt	http://www.lbxco.com/lx_series.asp
	Gradall	http://www.gradall.com/
	Badger Daylighting	http://www.badgerinc.com/
Fork Lifts - See Lifts / Variable Reach Fork Lifts/ Material Handlers		
Generators		
	Terex	http://www.terex.com/main.php
	Multiquip	http://www.multiquip.com/multiquip/212_ENU_HTML.htm
	Sullair	http://www.sullair.com/corp/details/0,10294,CLI1_DIV61_ETI5714,00.html
	Baldor	http://www.baldor.com/products/generators/ts.asp
Graders		
	Case	http://www.casece.com/products/products.asp?RL=NAE&id=190
	Volvo	http://www.volvo.com/constructionequipment/na/en-us/products/MotorGraders/
	Komatsu	http://www.komatsu.com/ce/products/motor_graders.html
	Terex	http

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Hand Compaction Equipment		
	Terex	http://www.terex.com/main.php
	Multiquip	http://www.multiquip.com/multiquip/56_ENU_HTML.htm
Hydraulic Hammers/Hydraulic Breakers - See Concrete Breakers/ Hydraulic Hammers/Hydraulic Breakers		
Jackhammers - See Rock Drilling Equipment/Jackhammers		
Lifts / Variable Reach Fork Lifts/ Material Handlers		
	Genie Lift	www.genielift.com
	Sky Track	www.kirby-smith.com/
	Ingersol-Rand	www.ingersollrand.com
	Terex	http://www.terex.com/main.php
	Roadtec	http://www.roadtec.com/www/docs/102/mtv-material-transfer-vehicle/
Light Towers		
	Baldor	http://www.baldor.com/products/generators/mlt.asp
	Multiquip	http://www.multiquip.com/multiquip/293_ENU_HTML.htm
	Allmand	http://www.allmand.com/Night%20Lite%20Pro%20page.htm
Loaders/Backhoes		
	Case	http://www.casece.com/products/products.asp?RL=NAE&id=54
	Caterpillar	http://www.cat.com/cda/layout?m=37840&x=7
	Volvo	http://www.volvo.com/constructionequipment/na/en-us/products/backhoeloaders/
	John Deere	http://www.deere.com/en_US/cfd/construction/deere_const/backhoes/deere_backhoe_selection.html
	Komatsu	http://www.komatsu.com/ce/products/backhoe_loaders.html
Material Handlers - See Lifts / Variable Reach Fork Lifts/ Material Handlers		
Milling Machines		
	Wirtgen	http://www.wirtgenamerica.com/us/
Mining Trucks - See Rigid Dump Trucks/Mining Trucks		
Pans - See Scrapers/Pans		
Pavers/Paving Equipment		
	Caterpillar/ Barber Greene	http://www.cat.com/cda/layout?m=37840&x=7
	Rosco	http://www.leeboy.com/rosco/
	Bomag	http://www.bomag.com/americas/index.aspx?&Lang=478
	Gehl	http://www.gehl.com/const/prodpg_ap.html
	Leeboy	http://www.leeboy.com/leeboy/
	Terex	http://www.terex.com/main.php
	Ingersoll-Rand	http://www.road-development.irco.com/Default.aspx?MenuItemID=12
	Vogele	http://www.vogeleamerica.com/noflash.html
	GOMACO	http://www.gomaco.com/index.html
	Roadtec	http://www.roadtec.com
Pile Drivers/Boring Equipment		
	Soilmec	http://www.soilmec.com/_vti_g1_t09.aspx?rpstry=29_
	Leffer	http://www.leffer.com/bme.html

	Bauer	http://www.bauer.de/en/maschinenbau/produkte/drehbohrgeraete/bg_reihe/usbg15h.htm
Pipelayers/Trenchers		
	Liebherr	http://www.liebherr.com/em/en/18908.asp
	Caterpillar	http://www.cat.com/cda/layout?m=37840&x=7
	Case	http://www.casece.com/products/products.asp?RL=NAE&id=28&archived=1
	Vermeer	http://www.vermeermfg.com/vcom/TrenchingEquipment/trenching-equipment.htm
	Ditchwitch	http://www.ditchwitch.com/dwcom/Product/ProductView/115
	Eagle	http://www.guntert.com/trenchers_home.asp
Profilers - See Roadway Planers/Profilers		
Rammers		
	Multiquip	http://www.multiquip.com/multiquip/56_ENU_HTML.htm
Rebar Benders/Cutters		
	Multiquip	http://www.multiquip.com/multiquip/1316_ENU_HTML.htm
Recyclers - See Stabilizers/Recyclers		
Rigid Dump Trucks/Mining Trucks		
	Hitachi	http://www.hitachi-c-m.com/global/products/rigid/index.html
	Caterpillar	http://www.cat.com/cda/layout?m=37840&x=7
	Liebherr	http://www.liebherr.com/em/en/18898.asp
	Komatsu	http://www.komatsu.com/ce/products/dump_trucks.html
	Terex	http://www.terex.com/main.php
Roadway Planers/Profilers		
	Terex	http://www.terex.com/main.php
	Roadtec	http://www.roadtec.com/products/cold_planers/default.htm
Rock Drilling Equipment/Jackhammers		
	Drillman	http://www.drillmanindia.com/rock-drilling-machine.html
	Whaker	http://www.wackergroup.com/webapp/wcs/stores/servlet/
	Sullair	http://www.sullair.com/corp/details/0,10294,CLI1_DIV61_ETI5721,00.html
	Allied	http://www.alliedcp.com/products/hammers.asp
Rollers - See Tampers/Rollers		
Scrapers/Pans		
	Terex	http://www.terex.com/main.php
Screening Equipment - See Crushing and Screening Equipment		
Slabbuster		
	Allied	http://www.alliedcp.com/products/slabbuster.asp
Slip Form Pavers		
	Huron	http://www.huronmanufacturing.com/
	Guntert & Zimmerman	http://www.guntert.com/concreteSlipformPavers.asp
Stabilizers/Recyclers		
	Bomag	http://www.bomag.com/americas/index.aspx?&Lang=478

	Komatsu	http://www.komatsu.com/ce/products/mobile_crushers.html
	Terex	http://www.terex.com/main.php
	Wirtgen	http://www.wirtgenamerica.com/us/
	Roadtec	http://www.roadtec.com
Sweepers		
	Elgin	http://www.elginsweeper.com
	Johnston	http://www.johnstonsweepers.com/
Tampers/ Rollers		
	Bomag	http://www.bomag.com/americas/index.aspx?&Lang=478
	Komatsu	http://www.komatsu.com/ce/products/vibratory_rollers.html
	Whaker	http://www.wackergroup.com/webapp/wcs/stores/servlet/
	Lynx	http://www.stanley-hydraulic-tools.com/Lynx/tamper.htm
	Multiquip	http://www.multiquip.com/multiquip/181_ENU_HTML.htm
	Ingersoll-Rand	http://www.road-development.irco.com/Default.aspx?MenuItemID=15
Trenchers - See Pipelayers/Trenchers		
Trucks - See Articulated Trucks, Concrete Mixer Trucks, Rigid Dump Trucks/Mining Trucks		
Vacuum Units		
	Advanced Recycling Systems	www.arsrecycling.com/
	Vacmasters	http://www.vacmasters.com/airsystm.htm
	Vector	http://www.vector-vacuums.com/
Variable Message Signs		
	Allmand	http://www.allmand.com/MB%20only%20page.htm
	North Star	http://northstar-traffic.com/index.cfm?SC=13&PT=1
	Trafcom	http://www.trafcon.com
	Daktronics	http://www.daktronics.com/vms_prod/dak_vms_products.cfm
Vibratory Rammers		
	Whaker	http://www.wackergroup.com/webapp/wcs/stores/servlet/
Welders/Welding Equipment		
	Airgas	www.airgas.com
	Multiquip	http://www.multiquip.com/multiquip/408_ENU_HTML.htm
	Miller	http://www.millerwelds.com/products/
	Lincoln	http://www.mylincolnelectric.com/Catalog /equipmentseries.asp?browse=101|400|
Wheel Loaders		
	Hitachi	http://www.hitachi-c-m.com/global/products/loader/index.html
	Case	http://www.casece.com/products/products.asp?RL=NAE&id=30
	Caterpillar	http://www.cat.com/cda/layout?m=37840&x=7
	Volvo	http://www.volvo.com/constructionequipment/na/en-us/products /wheelloaders/
	Terex	http://www.terex.com/main.php
	Komatsu	http://www.komatsu.com/ce/products/wheel_loaders.html
	TCM	http://www.tcmglobal.net/products/main02.html

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Highway Traffic Noise

Contruction Noise Handbook

4.0 Construction Noise Criteria and Descriptors

4.1 Criteria

Construction noise levels may be evaluated in terms of human response and considered in the assessment of effects on wildlife and other non-human species. Noise levels and criteria are expressed in English, metric, or both conventions, depending upon the geographic area or the policies of the controlling agency. Typically, the English convention is used mostly in the United States, with the metric convention used in Canada and other countries.

While the issue of construction noise must be addressed as part of the planning of any transportation project, there are no standardized criteria on the federal level for assessing construction noise impacts related to transportation projects. Where project-specific construction noise criteria have been developed by individual agencies or municipalities, they typically consider the following factors which form the fundamentals for defining construction noise impact:

- Difference between existing noise levels prior to construction startup and expected noise levels during construction: This takes into account specific construction operations and/or individual pieces of equipment.
- Absolute level of expected construction noise: This may constitute the combined levels of all equipment and operations at a given time or be specifically related to the absolute noise level of a specific operation and/or piece of equipment.
- Adjacent land uses: Consideration of this factor provides an indicator of the degree of sensitivity that may be expected and will likely have a major effect on the operational time restraints and the noise level increases tolerated. For example, residential areas may typically have a restriction on night operations and possibly a noise level restriction during the day. Industrial areas may have no restrictions at all, and offices may or may not have a restriction on the noise levels during the day, with possibly no restriction for night operations. Examples of absolute and relative construction noise level criteria are provided in Table 7.1.
- Duration of construction/operation: The duration of high noise levels may play a significant role in how a noise impact is perceived and/or mitigated. If the levels are of a brief nature, possibly only occurring once or twice during the project, the perceived impact could be quite different than that associated with a constant noise source. Similarly, any related noise mitigation techniques employed could be substantially different in terms of type and/or duration of application.

4.1.1.1 United States

While noise impact and abatement criteria have been established for the operation of transportation facilities in the United States, standardized criteria have not yet been established related to noise associated with the construction of such facilities. However, since the publication of the original 1977 Report[ref001], additional guidance has been disseminated (through agencies such as FHWA and FTA) and analysis tools developed to better address construction noise. For example, the FTA Transit Noise and Vibration Impact Assessment document[ref014] presents guidelines that "can be considered reasonable criteria for assessment" of construction noise impacts. In addition, a number of agencies, municipalities, and other entities have developed procedures for addressing construction noise impacts and implementing related noise mitigation for their areas of jurisdiction or on a project-specific basis.

In some instances, local entities may have developed noise ordinances that contain restrictions associated with construction noise levels. Noise practitioners and others involved in the project development process are encouraged to become familiar with such ordinances and their relationship to other State and/or municipal ordinances. In certain instances, the State jurisdiction may supersede any local noise ordinances.

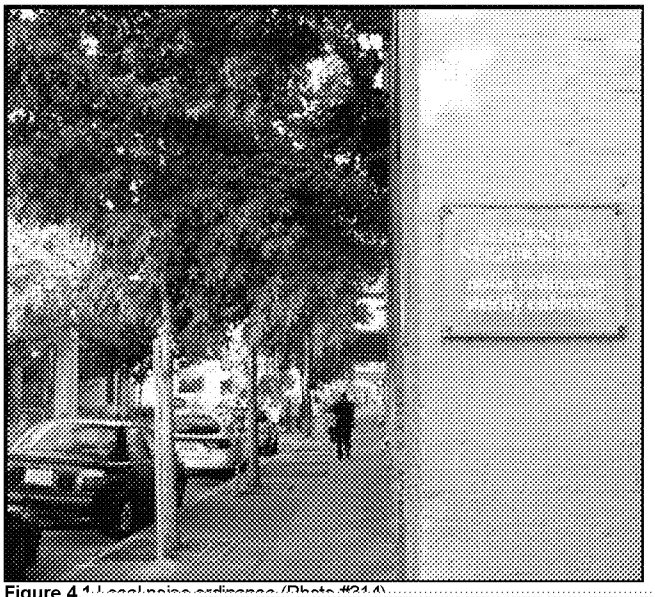

Figure 4.1 Local noise ordinance (Photo #314)

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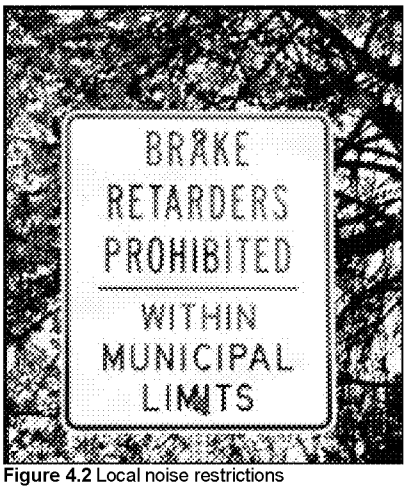

Figure 4.2 Local noise restrictions (Photo #1206)

Noise restrictions may also be imposed by local and/or State authorities to deal with specific activities or operations. An example is the growing practice of restricting the use of engine compression brakes on heavy trucks in residential areas.

Noise restrictions may also be applied within the workplace associated with employee/worker exposure to noise levels over varying durations. These criteria have been established by OSHA. However, such criteria are typically not relevant or applicable to the transportation-related project construction noise levels experienced by people residing or working in areas adjacent to such projects. As such, they are not discussed within this Handbook.

Construction noise criteria within the United States vary considerably in terms of both scope and specificity and can be broadly categorized as follows, in order of complexity:

No criteria specified;

Qualitative criteria, e.g. "Noise levels shall not cause a disturbance";

- Relative criteria, e.g. "Noise levels shall not exceed existing (or ambient, or background) noise levels by more than x dB";
- Absolute criteria, e.g. "Maximum noise levels shall not exceed xx dB";
- Criteria containing a combination absolute and relative noise level limits; and
- Combinations of the above criteria elements with additional restrictions placed on time periods and types of land uses or activities.

An example of more complex criteria is that associated with the Central Artery/Tunnel Project in Boston, MA. Data related to these criteria are discussed in Reference 023 and illustrated in Table 7.1 of this Handbook. This project established criteria that include both L_{10} and L_{max} absolute noise level limits for defined noise sensitive locations (residences, institutions, hotels, etc.) for daytime, evening, and nighttime periods. In addition, the criteria established maximum noise level increases relative to established baseline noise levels. Relative and absolute noise level limits were also established for commercial and industrial areas.

From the standpoint of construction noise criteria, the intent of this Handbook is not to address all State and local noise ordinances and/or criteria, but rather, to address the approaches and techniques that may be contained in such criteria. As such, the discussions contained within this Handbook are meant to provide a summary of considerations related to all aspects of construction noise. The reader is encouraged to refer to specific references in Table 10.1 for more detailed information on noise criteria and other factors related to construction noise.

4.1.1.2 Canada

Similar to the United States, no standardized Canadian criteria exist related to transportation project construction noise. Where project-specific analysis techniques have been employed to address and/or mitigate construction-related noise and its impacts, such methods have been similar to those employed in the United States. Examples of such efforts may be found in References 010 and 019.

4.1.1.3 Other International

While an exhaustive survey of international criteria was not conducted, several criteria are discussed here for informational use only. More specifics may be found by accessing the relative links found in the Reference Database in Chapter 10.

- The Official Journal of the European Communities' Directive 2000/14/EC of the European Parliament and of the Council of 8 May 2000[ref017] establishes legislation dictating specific noise levels for individual pieces of construction equipment. It also contains specifics related to the measurement locations and equipment operating conditions relative to the testing of individual pieces of equipment.
- The Australian EPA's Environmental Noise Control Manual[ref015] establishes the following criteria which officers may specify related to construction noise:
  - For a construction period of four (4) weeks or less, the maximum L_{10} noise level measured over a period of not less than 15 minutes when the construction site is operating must not exceed the background noise level by more than 20 dBA;
  - For a construction period greater than four (4) weeks, the maximum L_{10} noise level measured over a period of not less than 15 minutes when the construction site is operating must not exceed the background noise level by more than 10 dBA;
  - Construction limited to 0700 to 1800 time period on Monday through Friday;
  - Construction limited on Saturdays to 0700 to 1300 time period if inaudible on residential premises; otherwise, 0800 to 1300;
  - No construction work may take place on Sundays or public holidays; and
  - All possible steps should be taken to silence construction site equipment. It is particularly important that silenced equipment should be used on road or rail works where 24-hour operation is necessary.

4.2 Descriptors

While it is not the intent of this Handbook to establish criteria for evaluating construction noise impacts, it is important to stress that reasonable and defensible noise descriptors must be used to describe construction noise levels. The following are important elements related to selecting a workable noise descriptor for use in measuring and analyzing construction noise:

- Suitable for practical measuring methods;
- Accounts for temporal variations in equipm
- Accounts for temporal variations in overall s

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- Suitable for prediction modeling;
- Suitable for combining noise levels from various source types; and
- Relative to subjective responses.

The descriptor most commonly chosen for use is the A-weighted equivalent sound level (energy basis), L_{Aeq}. In many cases, the time average period applied to the L_{Aeq} value is one hour (designated L_{Aeq1h}). For certain projects and operations, the time period over which the L_{Aeq} is applied may need to be examined on a case-by-case basis. For several major construction projects in the United States and Canada, the L_{10} (applied generally during daytime periods) and L_{max} (applied for specific equipment and/or nighttime operations) descriptors have been used over varying time periods.

The L_{dn} descriptor has been used to assess annoyance and community reaction to construction noise. L_{dn} is an L_{Aeq}-based descriptor that applies a 10 dBA penalty to nighttime noise levels.

The L_{Aeq}-based and L_{10}-based descriptors satisfy the first four elements listed above. The L_{Aeq} satisfies the fifth element and may also satisfy the sixth element (relative to subjective responses). However, the L_{Aeq}, L_{10}, and L_{max} descriptors may not be suited for determining responses by some aquatic wildlife (where using an un-weighted sound pressure level may be more suitable) or for owls (where use of a different weighting category such as dBO or a descriptor such as SEL may be more suitable to account for effects such as air blasts associated with blasting). More detailed information related to these specific conditions might be found in documents listed in Section 3.2.6 of this document.

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Figure 3.1 Construction in residential area (Photo #924)

Figure 3.2 Construction in business district (Photo #714)

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Figure 3.3 Construction in vicinity of sporting event venue (Photo #718)

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Figure 3.4 Construction in paradise (Photo #1033)

While construction noise can be unwelcome during nighttime periods in residential areas when people are trying to sleep, it can be equally unwelcome during the daytime in commercial areas if it interferes with peoples' ability to conduct business. In short, construction noise has the potential to disturb people 24 hours a day, 7 days a week. If not properly addressed, specific public concerns related to a project could result in actions affecting the progress and/or cost of a project.

There is nothing particularly unique about construction noise - it's a fluctuation in air pressure oscillating above and below atmospheric pressure that is produced by construction equipment or activities with sufficient magnitude (loudness) and within a certain frequency range (audible spectrum) such that human beings can hear it - just like any other noise. Being a physical parameter, it can be measured, quantified, modeled, predicted, and in certain instances, abated to some degree.

Noise from construction-related activities can also affect non-human species such as aquatic life and land and airborne animals in a variety of ways. The non-human category includes domestic, farm-based, and creatures living in the wild. In assessing the effects of noise on non-humans, it is essential that noise analysts closely coordinate with qualified biologists in the assessment and mitigation of noise impacts.

Issues related to vibration may also be raised during project development. This is particularly true when blasting operations occur. There are no FHWA requirements directed specifically to traffic-induced or construction-related vibration. Most studies that State DOTs have done to assess the impact of operational traffic-induced vibrations have shown that both measured and predicted vibration levels are less than any known criteria for structural damage to buildings, although levels may be such as to cause various degrees of annoyance. Analysis of construction-related vibration effects is beyond the scope of this Handbook.

The intent of this Handbook is not to provide det
information regarding specific effects of constru

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3.2 Types of Effects

Physical effects related to humans are probably most applicable to the operators of construction equipment as opposed to people residing adjacent to construction projects. An exception to this would be unique situations such as scuba diving or swimming activities occurring in the vicinity of a water-based pile driving or blasting operation. The potential for hearing loss or physical damage to the human hearing mechanism is protected by Occupational Safety and Health Administration (OSHA) criteria, and as such, is not discussed herein. While resulting in the potential to annoy or disturb humans, construction noise is typically not a danger to people's hearing.

Knowledge related to the physical effects of construction noise on non-human species such as land-based animals, birds, and owls is limited. It is recognized that aquatic mammals and fish can be physically damaged by water-born sound and vibration waves caused by construction activities such as underwater blasting and pile driving. In lieu of detailed discussions within this Handbook of the variety of specialized studies related to the physical effects of construction noise on such species, references to such studies are provided in a list at the end of this chapter.

Loud noises from construction activities can create situations where people cannot effectively communicate, as documented in Tables 3.1 and 3.2. While such situations may be merely an annoyance or inconvenience in certain situations, they could be construed as a safety issue if such noises prevent people from hearing important local noises such as approaching traffic, emergency warning devices, alerts from other people, etc.

Noise from construction activities can affect humans, land-based animals, aquatic wildlife, and airborne wildlife in a variety of ways. Humans are most affected in terms of sleep deprivation and the carrying on of normal daily activities such as watching television, listening to the radio, recreational activities, and activities requiring concentration, such as reading. Special activities such as those associated with churches, schools, and libraries can also be negatively affected by construction noise. Water-based activities such as scuba diving, swimming, and boating can also be affected.

While non-humans are most likely annoyed by construction noise, there is little known about the related effects. However, the annoyance of noise on humans has been studied for some time and is documented in a 1974 EPA report commonly referred to as the "Levels Document"[ref033]. It is complementary to the 1979 EPA document, "Protective Noise Levels"[ref052].

A variety of studies have attempted to quantify the effects of noise on humans. An example is provided in the following table contained in the "Levels Document" referred to above. Note that all noise levels referred to in the "Levels Document" are A-weighted.

Table 3.1 Summary of Human Effects in Terms of Speech Communication, Community Reactions, Annoyance, and Attitude toward Area Associated with an Outdoor Day/Night Sound Level of 55 dB re 20 Micropascals.

Type of Effect	Magnitude of Effect
Speech - Indoors	100% sentence intelligibility (average) with a 5 dB margin of safety
Speech - Outdoors	100% sentence intelligibility (average) at 0.35 meters
	99% sentence intelligibility (average) at 1.0 meters
	95% sentence intelligibility (average) at 3.5 meters
Average Community Reaction	None evident; 7 dB below level of significant "complaints and threats of legal action" and at least 16 dB below "vigorous action" (attitudes and other non-level related factors may affect this result)
Complaints	1% dependent on attitude and other non-level related factors
Annoyance	1% dependent on attitude and other non-level related factors
Attitude Toward Area	Noise essentially the least important of various factors

Table 3.2. Steady A-weighted Sound Levels that Allow Communication with 95 Percent Sentence Intelligibility over Various Distances Outdoors for Different Voice Levels.

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Communication Distance (meters)	0.5	1	2	3	4	5
Normal Voice (dB)	72	66	60	56	54	52
Raised Voice (dB)	78	72	66	62	60	58

The effects of construction-related noise on non-humans are less understood and probably most related to mating, nesting, migration, and feeding activities. While data on such effects is limited as compared with information on humans, some research is available[ref031 and ref032].

For a more detailed discussion of the general effects of noise on wildlife and other non-human species, the reader is directed to references dealing with the following:

- Effects on wildlife and other animals: ref031 and ref032;
- Effects on marine mammals: ref102;
- Effects on fish: ref030, ref036, ref046, ref054, ref060, and ref061; and
- Effects on owls: research underway as of the publication date of this Handbook by Washington State DOT (WSDOT); when available, any published reports will be available through the WSDOT webpage (see Table 10.1).

In determining noise impacts and possible mitigation measures for construction projects involving non-human species, noise analysts should closely coordinate with qualified biologists.

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APPENDIX B

OVERVIEW OF LEGAL RESTRAINTS ON AGRICULTURAL LAND MITIGATION PROGRAMS

OVERVIEW OF LEGAL RESTRAINTS ON AGRICULTURAL LAND MITIGATION PROGRAMS*

Prepared for Department of Conservation
Division of Land Resource Protection
Brown Bag Discussion on CEQA and Mitigation as a Tool for Preserving Farmland and Our Agricultural Economy

February 16, 2011

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* Disclaimer: These materials are for informational purposes only and do not substitute for legal advice regarding the particular facts of a given matter.

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I. INTRODUCTION

This paper explores the possible legal impediments to in-kind and fee-based agricultural mitigation programs that may be adopted by local agencies. A review of applicable legal restraints on such programs indicates that they are generally permissible when properly drafted. In light of the high rate of conversion of agricultural lands in California, local agencies that have not yet adopted such programs should consider doing so. In the interim, review of projects under the California Environmental Quality Act ("CEQA"),[1] can also lead to the adoption of legally defensible mitigation requirements, though mitigation may not always be required.

II. LEGISLATIVE POLICIES REGARDING PROTECTION OF AGRICULTURAL LAND

The California Legislature has directly addressed conservation of agricultural land in legislative policy statements. In CEQA, the Williamson Act,[2] and the California Farmland Conservancy Program Act,[3] the Legislature emphasizes the importance of agricultural land to the State. Moreover, the Williamson Act and the California Farmland Conservancy Program are specifically dedicated to preserving farmland throughout California.[4] The statutes indicate that the State of California values agricultural land, and the protection of farmland is a statewide priority.

A. CEQA

In 1993, the California State Legislature added a requirement to CEQA that the Resources Agency create an appendix to the CEQA Guidelines ("CEQA Guidelines").[5] The Legislature required that this appendix propose methods to analyze significant effects on the environment from conversion of agricultural land.[6] The findings for this statutory requirement state that:

(a) Agriculture is the State's leading industry and is important to the State's economy.

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[1]/ Pub. Resources Code, § 21000 et seq.
[2]/ Gov. Code, § 51200 et seq.
[3]/ Pub. Resources Code, § 10200 et seq.
[4]/ Pub. Resources Code, § 21000 et seq., Gov. Code, § 51200 et seq., Pub. Resources Code, § 10200 et seq.
[5]/ Pub. Resources Code, § 21095.
[6]/ *Ibid.*

(b) The continued productivity of agricultural lands in California is important in maintaining a healthy agricultural economy.

(c) The conversion of agricultural lands to nonagricultural use threatens the long-term health of the State's agricultural industry.[7]

In response to this mandate, the Resources Agency added Appendix G to the CEQA Guidelines.[8] Appendix G suggests that when analyzing impacts on agricultural resources, an agency might assess the type of farmland that a project would convert (i.e. "prime" farmland or farmland of statewide importance).[9] It also recommends that an agency consider whether a proposed project would involve other changes in the environment that could result in the conversion of farmland to non-agricultural use.[10]

B. Williamson Act

In its findings for the Williamson Act, the California Legislature stated:

> That the preservation of a maximum amount of the limited supply of agricultural land is necessary to the conservation of the state's economic resources, and is necessary not only to the maintenance of the agricultural economy of the state, but also for the assurance of adequate, healthful and nutritious food for future residents of this state and nation.[11]

The Legislature further asserted:

> That in a rapidly urbanizing society, agricultural lands have a definite public value as open space, and the preservation in agricultural production of such lands, the use of which may be limited under the provisions of this chapter, constitutes an important physical, social, esthetic and economic asset to existing or pending urban or metropolitan developments.[12]

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[7]/ Section 1 of Stats. 1993, c. 812 (SB 850).
[8]/ 14 CCR, § 15000 et seq.
[9]/ *Id.* at Appendix G.
[10]/ *Ibid.*
[11]/ Gov. Code, § 51220, subd. (a).
[12]/ Gov. Code, § 51220, subd. (d).

C. California Farmland Conservancy Program Act

In the California Farmland Conservancy Program Act, the California Legislature again emphasized the importance of agricultural land to the State:

> The agricultural lands of the state contribute substantially to the state, national, and world food supply and are a vital part of the state's economy. Agricultural lands near urban areas that are maintained in productive agricultural use are a significant part of California's agricultural heritage. These lands contribute to the economic betterment of local areas and the entire state and are an important source of food, fiber, and other agricultural products. Conserving these lands is necessary due to increasing development pressures and the effects of urbanization on farmlands close to cities. The long-term conservation of agricultural land is necessary to safeguard an adequate supply of agricultural land and to balance the increasing development pressures around urban areas.[13]

III. STATUS OF AGRICULTURAL MITIGATION REQUIREMENTS IN THE CENTRAL VALLEY

A handful of local jurisdictions presently require some form of mitigation for the loss of agricultural land. For example, the City of Davis has instituted a 2:1 mitigation requirement for changes to farmland.[14] Developers may satisfy this requirement either through the dedication of a farmland conservation easement or payment of in-lieu fees.[15]

Yolo County, San Joaquin County, the City of Stockton, and City of Brentwood have also established similar programs.[16] These ordinances generally allow developers to satisfy farmland mitigation requirements by granting a farmland conservation easement, or by paying in-lieu fees sufficient to purchase an easement and pay for administrative costs.[17] These ordinances require 1:1 mitigation for the loss of agricultural land.[18] The

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[13]/ Pub. Resources Code, § 10201, subds. (a)-(d).
[14]/ City of Davis Mun. Code, § 40A.03.030: www.cityofdavis.org/cmo/citycode/ (as of July 19, 2007).
[15]/ *Id.* at subd. (b)(1).
[16]/ Yolo County Code, § 8-2.2416: http://www.yolocounty.org/CountyCode/Title08.pdf (as of July 19, 2007); City of Stockton Administrative Guidelines, § I.A.6; Ordinance Code of San Joaquin County, § 9-1080 et seq.; Brentwood Mun. Code, §§ 17.730.010 et seq.: http://www.ci.brentwood.ca.us/boards/aarg/enterprise/ord683.cfm (as of February 11, 2011).
[17]/ The applicable mitigation fees were calculated according to nexus studies.
[18]/ *Ibid.*

Brentwood ordinance also allows for transfer of agricultural credits from certain areas to satisfy the mitigation requirement.[19]

The Cities of Lathrop, Manteca, and Tracy have also adopted agricultural mitigation fee programs in their Municipal Codes.[20] These programs, rather than specify the amount of the fee to be charged, authorize each respective City Council to "calculate the amount of the fee in an implementing resolution."[21] Moreover, the regulations require the Cities to enact such fees by resolution, and to identify specific findings to satisfy the requirements of the Mitigation Fee Act.[22]

Furthermore, some settlement agreements entered into during the CEQA and project approval process have resulted in imposition of mitigation for agricultural land conversion. For example, two CEQA-related settlement agreements in the City of Lodi included farmland mitigation requirements for major development projects despite the lack of a local mitigation ordinance.[23] In these agreements, the developer agreed to obtain permanent agricultural easements, at a minimum 1:1 ratio.[24] One of the agreements specified that the compensatory easement(s) must be located within 15 miles of the project site, while the other agreement required only that the mitigation property be located within San Joaquin County.

In another example, developers entered into a settlement agreement with the Sierra Club after a CEQA lawsuit was filed.[25] In this agreement, the developers agreed to contribute funds to assist in creating a land trust organization.[26] Moreover, the developer agreed to provide 1:1 mitigation of all lands removed from agricultural use through development fees.[27]

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[19]/ Brentwood Mun. Code, §§ 17.730.040, 17.730.070.

[20]/ City of Lathrop Mun. Code, Chapter 3.40; City of Manteca Mun. Code, Chapter 13.42, City of Tracy Mun. Code, Chapter 13.26.

[21]/ City of Lathrop Mun. Code, § 3.40.060; City of Manteca Mun. Code, § 13.42.060; City of Tracy Mun. Code, § 13.28.060; see also City of Brentwood Mun. Code, § 17.730.040, subd. (2) (providing option of payment of in-lieu fee).

[22]/ *Id.* Gov. Code, § 66000 et seq.

[23]/ These agreements pertained to (1) the Reynolds Ranch project, a mixed use project proposed by the San Joaquin Valley Land Company and, (2) two large residential subdivisions proposed by FCB Homes ("Westside" and "Southwest Gateway").

[24]/ Westside Agreement at p. 2; Southwest Gateway Agreement at p. 2; Reynolds Ranch Agreement at p. 2.

[25]/ Agreement to Settle Litigation Regarding River Islands at Lathrop (2003).

[26]/ *Ibid.*

[27]/ *Ibid.*

Finally, there have been legal challenges related to agricultural mitigation programs. On May 25, 2007, the Building Industry Association of the Delta ("BIA") filed a lawsuit against the City of Stockton in the Superior Court of California for the County of San Joaquin.[28] The lawsuit challenged the City of Stockton's agricultural land mitigation program and in-lieu fees, which were adopted in 2007. BIA's complaint included a number of the potential arguments challenging in-lieu fees and agricultural land mitigation. BIA alleged that the City of Stockton's in-lieu fee was facially invalid because, among other claims, it: (1) was excessive and violates the California Mitigation Fee Act; (2) constituted an invalid requirement for payment of a fee or dedication of easement prior to the final map under Government Code sections 66007 and 66410 et seq.; (3) constituted an invalid exaction both under constitutional nexus and rough proportionality tests, and due to its failure to comply with CEQA; (4) was an authorized special tax in violation of Propositions 13 and 218; and (5) violated equal protection and due process rights under the United States and California Constitutions.

A decision was issued in February 2009, upholding the City's agricultural mitigation program. The court's ruling noted that the City had adopted detailed findings in support of the in-lieu fee program, which were consistent with the studies and analyses in the record of decision for the program. The court also found that the City had the authority to adopt the fee program under its plenary police power. Moreover, the program was entitled to a presumption of constitutionality. With respect to the Mitigation Fee Act claims, the court found: (1) that the in-lieu easement requirement was not a fee within the meaning of the Act; (2) the in-lieu fee is selected at certain developers' option, and is not imposed; (3) no "public facilities" would be funded; (4) the challenge to the fee was not ripe prior to having been applied to a particular project; and (5) even if the act applied it would survive challenge under the applcable deferential standard. With respect to the Proposition 13 and 218 claims, the court found that the in-lieu fees were not taxes because they are voluntarily chosen by developers. Moreover, the fees do not exceed the cost of mitigating the impacts caused by the project. The court also found that the restrictions in Civil Code section 815.3, subdivision (b) were inapplicable and that the 1:1 mitigation ratio was amply supported in the record.

The events described above indicate that mitigation for agricultural land is becoming more prevalent in the Central Valley. Where lead agencies do not directly require agricultural mitigation through their development codes or through the CEQA process, mitigation for farmland conversion may occur as a result of settlement negotiations between community groups, developers and local agencies. These

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[28]/ *BIA v. City of Stockton* (Super. Court San Joaquin County, 2007, No. CV032651).

developments show both that preserving agricultural land is important to California communities and that agricultural mitigation is feasible for developers.

IV. POTENTIAL LEGAL ISSUES RELATED TO AGRICULTURAL MITIGATION REQUREMENTS

In many instances, courts have upheld in-lieu fees and other exactions.[29] However, for an exaction to be valid: (1) the public agency must have the legal authority to impose the exaction; (2) the agency must properly exercise its authority when imposing the exaction; and (3) a reasonable relationship must exist between the imposed exaction and the public needs created by the development.[30] In addition, there may be other limitations that the agency must overcome.[31]

A. Authority to Impose Exactions – The Police Power

Cities and counties may impose exactions under the general police power granted in Article XI, Section 7 of the California Constitution.[32] The police power is the right of a local government to protect the public health, safety, and welfare of its residents.[33] Land use regulations, including exactions, are within an agency's police power as long as they are reasonably related to the public welfare.[34] This authority is "as broad as the

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[29]/ 2 Longtin, Longtin's California Land Use (2nd ed. 1987), § 8.02[2], p. 722 (hereafter 2 Longtin).

[30]/ See 2 Longtin at § 8.04, p. 780.

[31]/ Potential limitations include statutory restrictions, such as Propositions 13, 62, and 218, and the Mitigation Fee Act. Recently filed lawsuits, including *A.G. Spanos Construction, Inc. v. City of Stockton* and *BIA v. City of Stockton*, have alleged that agricultural mitigation fees did not comply with the Subdivision Map Act. Although these claims may be valid in specific situations, they likely will not arise often in relation to agricultural mitigation programs. Thus, though agencies must ensure that the requirements of the Subdivision Map Act are met, this issue is not addressed further in this memorandum.

[32]/ See, e.g., *Candid Enters., Inc. v. Grossmont Union High School Dist.* (1985) 39 Cal.3d 878, 885 (*Candid Enters.*); *Griffin Development Co. v. City of Oxnard* (1985) 39 Cal.3d 256; *Trent Meredith, Inc. v. City of Oxnard* (1981) 114 Cal.App.3d 317, 325; *Scroging v. Kovatch* (1976) 64 Cal.App.3d 54, 57; *Associated Homebuilders, Inc. v. City of Livermore* (1976) 18 Cal.3d 582. The California Constitution confers on local governments the power to "make and enforce within [their] limits all local police, sanitary and other ordinances and regulations not in conflict with general laws."

[33]/ See *Berman v. Parker* (1954) 348 U.S. 26, 32-33.

[34]/ See *Associated Home Builders, Inc. v. City of Livermore* (1976) 18 Cal.3d 582, 600-601.

police power exercisable by the Legislature itself."[35] Thus, cities and counties have broad authority to impose exactions on development.

Though public agencies have general authority to impose exactions, many potential limitations exist that may limit the imposition of agricultural mitigation fees. Such exactions must: (1) meet nexus and rough proportionality tests and comply with equal protection and due process requirements under the United States Constitution; (2) be exempt from or comply with the requirements of Propositions 13, 62, and 218; (3) meet the requirements under the Mitigation Fee Act; and (4) be consistent with local General and Specific Plans. These requirements are described in detail below.

B. United States Constitution

1. Nexus and Rough Proportionality

Known as the "Takings Clause," the Fifth Amendment of the United States Constitution prohibits the taking of private land for public use without just compensation.[36] According to the Court in *Armstrong v. United States* (1960) 364 U.S. 40, as quoted in *Dolan v. City of Tigard* (1994) 512 U.S. 374, 384 (Dolan), the principal purpose of the Takings Clause is "to bar Government from forcing some people alone to bear public burdens which, in all fairness and justice, should be borne by the public as a whole." Exactions may be considered unconstitutional takings if they do not meet the "reasonable relationship nexus" test, as set out in *Dolan* and *Nollan v. California Coastal Commission* (1987) 483 U.S. 825 (Nollan). In order for an exaction to be valid: (1) the legislation must serve a legitimate governmental purpose, and (2) the means used to achieve the objective must substantially advance the intended purpose.[37]

a) *Nollan v. California Coastal Commission*

The *Nollan* case described the "nexus" requirement for exactions. In *Nollan*, the California Coastal Commission ("Commission") granted a permit to the Nollan family to construct a home on their coastal property, on the condition that they grant an access easement for the public to use their beach.[38] The Supreme Court found the requirement unconstitutional because of the insufficient nexus between the public burden created by

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[35]/ *Candid Enters.*, *supra*, 39 Cal.3d at p. 885.
[36]/ "[N]or shall private property be taken for public use, without just compensation." U.S. Const., 5th Amend.
[37]/ See 2 Longtin, Longtin's California Land Use (2007 Update), § 8.22, p. 652 (hereafter 2 Longtin Update).
[38]/ *Nollan*, *supra*, 483 U.S. at p. 828.

the proposed construction and the permit condition required by the Commission.[39] According to the Court, "unless the permit condition serves the same governmental purpose as the development ban, the building restriction is not a valid regulation of land use but an out-and-out plan of extortion."[40] Thus, in order for an exaction to be valid, the type of condition imposed must address the same type of impact caused by the new development.[41]

b) *Dolan v. City of Tigard*

In *Dolan*, the Supreme Court further clarified the *Nollan* nexus test for an unconstitutional taking. The City of Tigard approved a building permit for Dolan to redevelop a retail site, on the condition that she donates a portion of her property for flood control and traffic improvements.[42] The Court found that there was a legitimate public purpose in flood control and traffic improvements.[43] Unlike in *Nollan*, the Court also found a nexus between the public purpose and the permit requirement that Dolan donate a portion of her property.[44] However, the Court established an additional step to Takings Clause analysis, and analyzed whether the "required dedication [was] related both in nature and extent to the impact of the proposed development."[45] Known as the "rough proportionality" test, the public agency imposing the requirement must make an individualized determination that this element is met.[46] In *Dolan*, the Court found that the City did not make such a determination, and therefore remanded the matter to the City for further proceedings.[47]

c) *Ehrlich v. City of Culver City*

The Supreme Court of California addressed the validity of development or impact fee conditions in *Ehrlich v. City of Culver City* (1996) 12 Cal.4th 854 (*Ehrlich*). In *Ehrlich*, the court decided whether the requirement to pay a monetary fee as a condition of a permit triggers the application of the nexus and rough proportionality tests in *Nollan* and *Dolan*. The court held that:

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[39]/ *Id.* at p. 841.
[40]/ *Id.* at p. 837.
[41]/ See 2 Longtin Update, § 8.22[2], p. 654.
[42]/ *Dolan* at p. 377.
[43]/ *Id.* at p. 387.
[44]/ *Ibid.*
[45]/ *Id.* at p. 391.
[46]/ *Ibid.*
[47]/ *Id.* at p. 396.

> If a condition is imposed pursuant to an ordinance or rule of general applicability . . . the condition is constitutionally permissible unless the landowner meets his or her burden of proving that the condition either does not substantially advance a legitimate governmental purpose or deprives the landowner of any economically viable use of the land.[48]

Thus, if a condition is adjudicatively imposed on an individual basis, the government must meet the heightened requirements of *Nollan* and *Dolan*.[49] To the extent an agricultural mitigation program proposal is imposed legislatively, however, it would not need to meet the nexus and rough proportionality tests of *Nollan* and *Dolan*.[50]

2. Equal Protection and Due Process

The Fourteenth Amendment of the United States Constitution ("Fourteenth Amendment") requires that a local government regulation may not deprive a person of equal protection of the laws.[51] In the context of land use, equal protection does not necessarily require uniform treatment. Instead, an agency must be able to demonstrate that a regulation has a rational relationship to a legitimate government interest.[52] The agency need only demonstrate some plausible reason for the classification in the regulation.[53] It is relatively simple for agencies to meet this test, and courts have generally rejected equal protection claims in the land use context.[54]

The Fourteenth Amendment also requires that a local government regulation or action may not deprive a person of life, liberty or property without due process of law.[55] Under Fourteenth Amendment case law, an agency's exercise of power must: (1) bear a rational relationship to a legitimate government interest, and (2) not be unreasonable or

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[48]/ *Ehrlich*, *supra*, 12 Cal. 4th at p. 906.
[49]/ *Id.* For example, conditions in individual land use agreements created between local agencies and developers generally constitute "ad hoc" requirements, and therefore must meet the tests of *Nollan* and *Dolan*.
[50]/ Adjudicative determinations are those that are decided on an individual basis. Legislative determinations, on the other hand, apply to large classes of people
[51]/ See also Cal. Const., art. I, § 7.
[52]/ See 1 Longtin, Longtin's California Land Use (2007 Update), § 1.32[2], p. 35 (hereafter "1 Longtin Update"); see also, *Nordlinger v. Hahn* (1992) 505 U.S. 1.
[53]/ See *Id.*
[54]/ See 1 Longtin Update, § 1.32[2], p. 36.
[55]/ See also Cal. Const., art. I, § 7.

arbitrary.[56] Like with equal protection, courts almost always rule in favor of public agencies in due process challenges.[57]

3. Effect of the United States Constitution on Mitigation Programs

Though the nexus and rough proportionality tests from *Nollan* and *Dolan* may apply to fee exactions, farmland mitigation fees that are imposed through legislation rather than adjudication likely will not be subject to scrutiny under these standards. "It is clear that . . . so long as cities base development conditions on general legislative determinations, the conditions will almost always be within the police power."[58] However, it is important to note that regardless of whether a fee is imposed legislatively or adjudicatively, such exactions must meet nexus requirements under the Mitigation Fee Act. (See section IV.D.1, *post.*)

Similarly, equal protection and due process claims under the Constitution likely do not provide barriers to mitigation programs. The agency must be able to demonstrate that a regulation bears a rational relationship to a legitimate governmental interest, and that the regulation is not arbitrary. In the land use context, these requirements are straightforward, and courts generally defer to the discretion of public agencies.

C. California Constitution

1. Proposition 13, Proposition 62, and Proposition 218

Proposition 13 ("Prop 13"), passed in 1978, added Article XIII A to the California Constitution.[59] Article XIII A requires a two-thirds vote of the electorate for implementation of any local special tax. In 1986, voters approved Proposition 62 ("Prop 62"), which "close[d] loopholes" in Prop 13. This measure established that all taxes must be classified as either "special taxes" or "general taxes."[60]

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[56]/ See 1 Longtin Update, § 1.31[1], p. 27. Note that the "rational relationship" test is easy to satisfy; where a rational relationship is at least fairly debatable, the court must uphold the action. *Nelson v. City of Selma* (9th Cir. 1989) 881 F.2d 836, 839.
[57]/ See 1 Longtin Update, § 1.31[2], p. 27.
[58]/ See Curtin & Talbert, Curtin's California Land Use and Planning Law (21st ed. 2001) Exactions, pp. 252-255 (hereafter "Curtin").
[59]/ See *Howard Jarvis Taxpayers Ass'n v. City of Riverside* (1999) 73 Cal.App.4th 679 (overview of Prop 13).
[60]/ See Longtin Update at § 8.25[2], p. 663.

Development fees exacted in return for building permits or other governmental privileges are generally not "special taxes" under Article XIII A. A fee is not a special tax when it does not exceed the reasonable cost of providing the service for which the fee is charged, and it is not reasonably related to the type of activity on which it is based. Thus, so long as a fee meets these requirements, it is not subject to the requirements of Prop 13.[61] Moreover, Prop 62 did not impose any additional limitations on local government's authority to implement "special assessments," "fees," or "charges." Thus, Prop 62 does not typically affect development fees.

Proposition 218 ("Prop 218"), approved by voters in 1996, added Articles XIII C and D to the California Constitution. Prop 218 requires voter approval of all new increases in local general taxes, assessments, and certain fees and charges.[62] Under Prop 218, "fees" or "charges" are defined as "any levy other than an ad valorem tax, a special assessment, or an assessment, imposed by an agency on a parcel or a person as an incident of property ownership, including user fees or charges for a property related service."[63] "Property related service" is defined as "a public service having a direct relationship to property ownership." However, "incident of property ownership" is not defined.

Prop 218 states that it does not affect laws existing prior to July 1, 1997, related to the imposition of fees or charges as a condition of property development. Furthermore, development fees that do not fall under the definition of "fees" or "charges" under Prop 218 generally need not meet the requirements of the Proposition.[64]

2. Effect of California Constitution on Agricultural Mitigation Requirements

Mitigation requirements likely do not need to meet the requirements of Props 13 and 62. So long as an agency's fee requirement does not exceed the reasonable cost of

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[61]/ See, e.g., *Sinclair Paint Co. v. State Board of Equalization* (1997) 64 Cal.Rptr.2d 447; *Shapell Industries, Inc. v. Governing Board* (1992) 1 Cal.App.4th 218, 240; *California Bldg. Industry Assn. v. Governing Bd.* (1988) 206 Cal.App.3d 212, 235-237; *Beaumont Investors v. Beaumont-Cherry Valley Water Dist.* (1985) 165 Cal.App.3d 227, 235-238; *Trent Meredith, Inc. v. City of Oxnard* (1981) 114 Cal.App.3d 317, 325-328; *Mills v. County of Trinity* (1980) 108 Cal.App.3d 656, 661-663; *Ehrlich v. City of Culver City* (1996) 12 Cal.4th 854, 898.

[62]/ See Longtin Update at § 8.25[3], p. 664.

[63]/ Cal. Const., art. XIIID, § 2(e).

[64]/ For example, in a 1997 opinion, the Attorney General ruled that water charges were not subject to Prop 218 because they were based on water usage, and not imposed as an "incident of property ownership." (80 Ops.Cal.Atty.Gen. 183 (1997).)

providing the service or facility for which the fee is imposed, and it is reasonably related to the type of activity on which it is based, the fee will not be subject to these requirements.[65]

Although Prop 218 clearly does not apply to fee impositions existing prior to July 1, 1997, the law may apply to new development fee exactions that are related to property ownership. Under Prop 218, such regulations must be approved by a majority vote of the local electorate.[66] Agricultural mitigation fees are typically based on development, and are not an incident of property ownership. Thus, such exactions would not be subject to the requirements of Prop 218.[67]

D. State Laws

1. Mitigation Fee Act

The Mitigation Fee Act, passed by California voters in 1987, establishes requirements for the imposition of fees on a project.[68] The Mitigation Fee Act would not apply to in-kind mitigation requirements.[69] Thus, the Mitigation Fee Act would only apply to in-lieu fee programs.

The agency imposing a fee as a condition of approval of a development project must comply with four specific requirements:

(1) Identify the purpose of the fee;
(2) Identify the use to which the fee is to be put;

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[65]/ Mitigation requirements for the development of farmland to implement agricultural easements may not constitute a "service" or "facility" in the first place. If this is the case, Propositions 13 and 62 may not apply at all to such exactions.
[66]/ See Curtin, at p. 272.
[67]/ For example, in *Richmond v. Shasta Community Services District* (2004) 32 Cal.4th 409, 426, the California Supreme Court held that an increase of a water service connection fee charged to new users is not subject to Proposition 218 because it is not a property-related fee. The court stated that the water connection charges were not imposed simply by virtue of property ownership, but instead, as an incident of the voluntary act of the property owner in applying for a water service connection. The fees for connection to the system therefore were not imposed as "an incident of property ownership" and were not subject to Proposition 218.
[68]/ Gov. Code, § 66000 et. seq.
[69]/ "'Fee' means a monetary exaction other than a tax or special assessment…that is charged by a local agency to the applicant in connection with approval of a development project." Gov. Code, § 66000, subd. (b) (italics added).

(3) Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed; and

(4) Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.

Moreover, the agency must be able to demonstrate a reasonable relationship between the amount of the fee and the cost of the public facility attributable to the development.[70] The fee cannot include costs attributable to existing deficiencies in public facilities.[71] Fees or exactions "shall not exceed the estimated reasonable cost of providing the service or facility for which the fee or exaction is imposed."[72] A local agency cannot require the payment of fees until the final inspection of the development.[73] And finally, "the fee shall not be levied, collected, or imposed for general revenue purposes."[74]

An agricultural mitigation fee that meets these requirements would not violate the Mitigation Fee Act.[75]

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[70]/ Mitigation Fee Act, § 66001, subd. (b). Note that it is unclear whether an agricultural easement would be considered a "public facility" under the Mitigation Fee Act. Mitigation Fee Act, § 66000, subd. (a) defines "public facilities" as including: "public improvements, public services, and community amenities." Agricultural conservation easements typically do not provide public access, though they do provide a benefit to the public.

[71]/ *Id.* at subd. (g).

[72]/ *Id.* at § 66005.

[73]/ *Id.* at § 66007. According to the trial court ruling in the *Stockton* case, the adopted mitgation program did not violate this provision (nor § 66001) because fundamentally it was not a fee program. Instead, the program was "a land use regulation that requires developers of agricultural lands to obtain an in-kind easement preserving an equal amount of other agricultural lands." Payment of the fee is not required; rather, developers were provided an option of paying a fee in certain limited circumstances. (See Statement of Decision dated March 5, 2009 in *BIA v. City of Stockton* (Super. Court San Joaquin County, 2007, No. CV032651). No appeal was filed in this case.

[74]/ *Id.* at § 66008.

[75] / See also *San Mateo County Coastal Landowners' Ass'n v. County of San Mateo* (1995) 38 Cal. App. 4th 523, 551 ("Clearly, the county has ample authority to require dedication of agricultural and open space easements under several provisions of law.").

2. CEQA

CEQA requires that significant impacts must be mitigated through feasible mitigation measures. According to CEQA, such mitigation includes:

(a) Avoiding the impact altogether by not taking a certain action or parts of an action.
(b) Minimizing impacts by limiting the degree or magnitude of the action and its implementation.
(c) Rectifying the impact by repairing, rehabilitating, or restoring the impacted environment.
(d) Reducing or eliminating the impact over time by preservation and maintenance operations during the line of the action.
(e) Compensating for the impact by replacing or providing substitute resources or environments.

(CEQA Guidelines, § 15370.)

To date, the issue of whether a city or county may impose mitigation under CEQA for the loss of agricultural land is not discussed in a published appellate opinion. However, case law demonstrates that courts and agencies alike have assumed that cities and counties have such authority. Moreover, only a handful of California appellate decisions have addressed whether a city or county must impose such measures under certain circumstances. These cases generally indicate that mitigation for agricultural loss, under the specific circumstances, was not a requirement under CEQA.

a) Published Case Law

Defend the Bay v. City of Irvine (2004) 119 Cal.App.4th 1261 (*Defend the Bay*) is one of only two published decisions to address the issue of mitigation for the loss of agricultural lands. The Fourth District Court of Appeal considered both offsite and onsite preservation as a means for mitigation for the loss of farmland in the context of an Environmental Impact Report ("EIR") prepared for a mixed use development project. The court ultimately agreed with the defendant agency that it was not feasible to mitigate the impact of developing agricultural land.[76] Because agriculture in the area was not feasible in the long-term, and because on-site preservation would reduce development and therefore "impede the City from achieving its General Plan goals and objectives," the court ruled that the City did not need to require mitigation for the project.[77]

[76]/ *Id.* at p. 1269-1270.
[77]/ *Ibid.*

Also from the Fourth District Court of Appeal, *Cherry Valley Pass Acres and Neighbors v. City of Beaumont* (2010) 190 Cal.App.4th 316 (*Cherry Valley*) concerned a challenge to an EIR for a project that would convert agricultural land to residential uses. Though recognizing the potential for mitigation in the form of agricultural "*conservation easements, Williamson Act preserve status, or temporary protection or conservation plans*," the EIR noted the long-term trend in agricultural land conversion in the region and concluded that mitigation was not feasible.[78] The court upheld the City's determination regarding the feasibility of mitigation on the grounds it was supported by substantial evidence in the record.[79] The court also examined the City and County General Plans, which acknowledged that development pressures were constraining the continued viability of agriculture and included the expansion of housing, commercial and industrial land uses.[80] The court then determined that the project was compatible with these planning documents.[81]

Notably, the opinions in both *Defend the Bay* and *Cherry Valley* did not conclude that, as a matter of law, agricultural easements are never a feasible form of mitigation for the loss of farmland. Instead, these cases concluded that in the particular circumstances surrounding the project, such mitigation was infeasible and therefore was not required to be adopted.

b) Unpublished Case Law

Opinions of any California Court of Appeal or superior court appellate division that are not certified for publication or ordered published cannot be cited or relied on by a court or a party in any other action.[82] There are three unpublished cases addressing agricultural impacts; these cases cannot be relied upon as legal precedent. However, they do provide some insight into potential arguments that may arise in relation to mitigation for the loss of agricultural land, and possible reasoning of the courts.

In *County of Santa Cruz v. City of San Jose* (2003) WL No. 1566913 (*County of Santa Cruz*), the Appellate Court for the Sixth District ruled that CEQA does not require the adoption of mitigation measures for the loss of agricultural land in every Environmental Impact Report ("EIR"). The appellants argued that the EIR for a large-scale development project was insufficient because the City of San Jose ("City") failed to

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[78] / *Id.* at pp. 349-350.
[79] / *Id.* at p. 350.
[80]/ *Id. at p. 353.*
[81]/ *Ibid.*
[82]/ Cal. Rules of Court, rule 8.1115(a).

require mitigation for the project's significant impact on the loss of open space and agricultural lands.[83] However, the City argued and the court agreed that the purchase of easements or fee title over off-site agricultural lands would not offset the loss of agricultural land caused by the project. According to the City, there would still be a net reduction in the total amount of land suitable for agricultural use that is available for such use.[84] Further, the court recognized that the City's General Plan did not recognize the protection of agricultural land, and instead stated that "it is the City's policy that land designated for development in the General Plan should be developed in the General Plan."[85] Thus, the court ruled that San Jose had acted within its prerogative in deciding not to require agricultural mitigation measures.[86]

In *Friends of the Kangaroo Rat v. California Department of Corrections* (2003) WL No. F040956 (*Kangaroo Rat*) the Fifth District Court of Appeal ruled similarly to the court in County of Santa Cruz.[87] The court held that a subsequent EIR for a prison construction project was adequate even though it did not require any mitigation for the loss of farmland due to the project. As in County of Santa Cruz, the court agreed with the defendants that the loss of farmland could not be mitigated because any attempts at mitigation would not create new farmland, nor would they compensate for the loss of farmland incurred by the project.[88] The court discussed the definition of "mitigation" from the CEQA Guidelines, and stated that "the creation of an agricultural easement does not appear to fall into any of these five categories."[89]

In a 2004 decision, the Third District Court of Appeal explicitly disagreed with *Kangaroo Rat* and supported the theory that, in the context of CEQA, measures should be applied to mitigate for the loss of agricultural land due to development. In *South County Citizens for Responsible Growth v. City of Elk Grove* (2004) WL No. 219789 (Cal.App.3 Dist.) (*South County Citizens*), also unpublished, the court ruled that mitigation of agricultural losses must be addressed in CEQA documents, and conservation fees and easements can potentially mitigate for the loss of agricultural land.

The court decided whether the City of Elk Grove ("City") was required to include mitigation measures in its EIR for the Lent Ranch Marketplace Development Project

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[83]/ *County of Santa Cruz*, at p. 29.
[84]/ *Id.* at p. *30.
[85]/ *Id.* at p. *31.
[86]/ *Id.* at p. *31.
[87]/ Note that *Kangaroo Rat* was initially published, but the California Supreme Court later de-published the decision.
[88]/ *Id.* at p. 565.
[89]/ *Id.* at p. 566.

("Project").[90] In its EIR, the City concluded that the conversion of farmland from the Project constituted a significant environmental effect.[91] However, the City also concluded in the EIR that no feasible mitigation measure to offset the loss of farmland existed.[92] The City argued that because it was not possible to create or manufacture new farmland, or to reduce the specific loss of farmland converted to urban use through the project, it did not need to impose mitigation measures to offset these losses.[93] Further, the City argued that because it had not conducted a nexus study and did not have a City or County ordinance imposing agricultural mitigation fees, it could not impose such requirements at all.[94]

The Third District Court of Appeal ruled against the City and held that conservation fees can in fact mitigate for the loss of agricultural lands.[95] According to the court, conservation fees and easements can diminish development pressures created by the conversion of farmland, and can help to preserve against the danger of the domino effect created by projects.[96] Thus, the City prepared an addendum to its EIR addressing mitigation for the loss of agricultural land.

3. Conservation Easement Act

The Conservation Easement Act enables a city, county, district, or nonprofit organization to acquire perpetual easements for the conservation of agricultural land and open space, or for historic preservation. (Civ. Code, §§ 815-816.) Under Civil Code section 815.3, a local government entity may not "condition the issuance of an entitlement for use on the applicant's granting of a conservation easement."

Building Industry Association of Central California v. County of Stanislaus, et al. (2010) 190 Cal. App. 4th 582 (*County of Stanislaus*) addresses whether Civil Code section 815.3, subdivision (b) applies to agricultural conservation easements mandated by a city or county's General Plan policies. In the *County of Stanislaus* case, the BIA challenged the Farmland Mitigation Program ("FMP") adopted as an update to the Agricultural Element of the County's General Plan. The General Plan update included specific mitigation requirements for the conversion of agricultural land to residential development via the FMP. Specifically, the FMP required the County to condition

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[90]/ *Id.* at p. *1.
[91]/ *Id.* at p. *3.
[92]/ *Ibid.*
[93]/ *Ibid.*
[94]/ *Id.* at p. *4.
[95]/ *Id.* at p. *8.
[96]/ *Id.* at p. *8.

discretionary projects converting agricultural land to residential development with the requirement that the agricultural land be replaced at a 1:1 ratio with agricultural land of equal quality located within the County. FMP Guidelines were also considered and adopted. The FMP Guidelines furthermore specified that for a project of 20 acres or more, farmland mitigation must be satisfied by direct acquisition of a permanent agricultural conservation easement, but for a project of less than 20 acres, the County can authorize the payment of an in-lieu mitigation fee.

The BIA challenged the FMP on the grounds that: (1) the County failed to identify its legal authority for mandating the dedication of permanent conservation easements pursuant to its General Plan; (2) there is no reasonable relationship between the requirements of the FMP and the adverse public impacts resulting from agricultural conversion (police power argument); and (3) conservation easements must be voluntary and thus, cannot be required by policies like the FMP.

With respect to the police power argument, the Court held that the BIA had the burden at trial of demonstrating the invalidity of the FMP (not the County's burden to prove the FMP valid), which it did not sufficiently do. Additionally, the court held that the FMP requirements clearly bear a reasonable relationship to the loss of farmland to residential development citing to the goals and policies in the County's agricultural element. The court clarified that "to meet the reasonable relationship standard it is not necessary to fully offset the loss." Reasoning that land use regulation is a function of local government pursuant to the police power, the court also held that, "the trial court [] erred in concluding that the FMP was not authorized by the County's police power."

Finally, and most importantly, the Court held that Civil Code section 815.3, subdivision (b) did not invalidate the FMP. In considering this issue of first impression, the court sided with the County reasoning that the FMP did not violate the statute's prohibition against conditioning the issuance of an approval on the grant of a conservation easement because the applicant and/or developer was not required to grant the easement. "Rather, the FMP allows the applicant to arrange for a third party to voluntarily convey an easement to a land trust or the County." The court's reasoning appeared to be that a developer has a choice to develop or not, and if the developer chooses to develop, that voluntary choice may come with a price (e.g., the permanent protection of one acre of farmland for every acre of farmland developed).

4. Effect of State Laws on Agricultural Mitigation Requirements

The Mitigation Fee Act, CEQA and the Conservation Easement Act do not preclude a jurisdiction from requiring mitigation for impacts to agricultural land. Where

local governments impose in-kind mitigation requirements rather than fee requirements, the Mitigation Fee Act does not apply. However, when the Mitigation Fee Act is applicable, such as when agencies impose fee requirements to mitigate for the loss of agricultural land, regulations must comply with the requirements of the Act.

Under CEQA, local governments generally have the authority to require mitigation for significant impacts to agricultural lands.[97] As outlined above, courts that have addressed agricultural mitigation programs under CEQA have considered whether such mitigation is necessary, and not whether it is permissible. Furthermore, no challenge of the imposition of agricultural mitigation in the CEQA context has resulted in a published opinion. Moreover, CEQA case law demonstrates that where there is a solid basis in local planning documents, including General and Specific Plans, the courts are more likely to uphold agricultural mitigation programs.

Last, the purpose of the Conservation Easement Act is to voluntarily convey conservation easements to qualified entities to conserve open spaces and other environmental values. Civil Code section 815.3 prohibits jurisdictions from requiring an involuntary conveyance of a conservation easement. Where a landowner chooses to develop a property within a jurisdiction that requires converted farmland to be mitigated with placement of easements on other property, however, this requirement not run afoul of this prohibition.

E. Local Laws

1. Planning and Zoning Law

City and county zoning ordinances and land use decisions must be consistent with General and Specific Plans.[98] Thus, local jurisdictions can justify exactions on the basis that they are necessary to assure consistency with adopted General and Specific Plans.[99] Thus, when development fees and dedication requirements are judicially attacked, many local governments now rely on General and Specific Plans to support their decisions.[100]

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[97]/ Under CEQA, mitigation measures must meet the essential nexus and rough proportionality tests of *Nollan* and *Dolan*. (CEQA Guidelines, § 15126.4, subd. (a)(4).)

[98]/ Gov. Code, §§ 65860 and 65910; see also, *Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553, 570.

[99]/ See, e.g., 58 Ops.Cal.Atty.Gen. 41 (1975), as cited in Longtin § 8.14, p. 787; see also, *J.W. Jones Cos. v. City of San Diego* (1984) 157 Cal.App.3d 745.

[100]/ See *Curtin, supra*, at pp. 27, 259.

2. Effect of Local Laws on Agricultural Mitigation Requirements

Planning and zoning law provides jurisdictions an opportunity to implement mitigation programs to protect agricultural land. If cities and counties clearly emphasize the importance of farmland in their General and Specific Plans, and include specific programs to protect agricultural land, subsequent regulations to preserve agricultural land should be defensible.

IV. CONCLUSIONS AND RECOMMENDATIONS

A. Legality of Fee and In-Kind Mitigation Requirements

Local agencies have the general authority to implement in-kind and fee mitigation requirements under the police power of the California Constitution.[101] Moreover, the California Legislature's support of and emphasis on agricultural preservation provides a backdrop by which agencies can implement these regulations. However, it is necessary for agencies to ensure compliance with requirements under the United States and California Constitutions, the Mitigation Fee Act, CEQA, the Conservation Easement Act and planning and zoning laws.

1. In-Kind Mitigation Requirements

Because in-kind mitigation requirements do not involve monetary fees, they generally will not trigger Propositions 13, 62 or 218, or the Mitigation Fee Act. Moreover, so long as they are applied legislatively, in-kind mitigation requirements need not meet the nexus and rough proportionality tests under Nollan and Dolan. To comply with Civil Code section 815.3, though a particular landowner may be required to *arrange* for the grant of compensatory easements, the landowner may not be required to actually *grant* a conservation easement.

Under the Equal Protection and Due Process clauses of the United States and California Constitutions, mitigation requirements must bear a rational relationship to a legitimate government interest. Such regulations also cannot be arbitrary. To support the assertion that the protection of agricultural land is a legitimate interest, agencies can also point to their own General and Specific Plans and the State Legislature's statements. As outlined above, courts generally hold in favor of local agencies on this issue in the land use context. As long as in-kind mitigation programs satisfy these requirements, agencies have the legal authority to impose such regulations.

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[101]/ Cal. Const., art. XI, § 7.

2. In-Lieu Fee Mitigation Requirements

In-lieu fee requirements, in addition to meeting the requirements under Due Process and Equal Protection as outlined above, must either be exempt from or comply with Props 13, 62 and 218. They also must comply with the Mitigation Fee Act.

In order to qualify as exempt from Propositions 13 and 62, a development fee must not exceed the reasonable cost of providing the service for which the fee is charged. Furthermore, the fee must be reasonably related to the type of activity on which it is based. Also, because mitigation fees are not imposed incident of property ownership, such exactions need not meet the requirements under Prop 218.

Under the Mitigation Fee Act, an agency imposing a fee must: (1) identify the purpose of the fee; (2) identify the use to which the fee is to be put; (3) determine that there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed; (4) determine that there is a reasonable relationship between the need for the public facility and type of development project on which the fee is imposed; and (5) determine that there is a reasonable relationship between the amount of the fee and the cost of the public facility attributable to development.

B. Recommendations to Provide a Foundation for and Implement Fee and In-Kind Mitigation Requirements

1. Incorporate Policies and Programs Related to Preservation of Agricultural Land in General and Specific Plans

As demonstrated in the CEQA cases outlined above, courts generally defer to city and county General Plans. Moreover, the General Plan is considered the "constitution for development," and all land use approvals must be consistent with such plans.[102] Thus, agencies can use policies in their General Plans to support implementation of dedication and fee requirements for preserving agricultural land. Jurisdictions should incorporate policies into General and Specific Plans that emphasize the need for permanent preservation of agricultural land. Such policies should specifically support the use of conservation easements for mitigation for the loss of farmland.

[102]/ See *J.W. Jones Cos. v. City of San Diego* (1984) 157 Cal.App.3d 745, 749.

2. Conduct Nexus Studies

Particularly if implementing a fee program, local agencies should conduct nexus studies. Such studies should analyze and demonstrate an adequate nexus between the mitigation requirement and the impacts of the project, thus providing support for the nexus requirements of *Nollan* and *Dolan* and the Mitigation Fee Act. Such studies should also substantiate the selected mitigation ratio.

3. Include Findings That Demonstrate Compliance

When public agencies adopt mitigation programs, they should also adopt findings that demonstrate compliance with each applicable legal requirement.

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APPENDIX C

ASSESSING THE ECONOMIC AND MARKET TRENDS AFFECTING AGRICULTURE IN THE WESTERN INLAND EMPIRE

Appendix L: Agriculture

Assessing the Economic and Market Trends Affecting Agriculture in the Western Inland Empire

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Item No. E.2

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About Chang & Adams Consulting:
Chang & Adams Consulting is Sacramento's premier management consulting firm, operating at the intersection of the public and private sectors. We are professional economists who routinely advise clients on market and business trends so that they may assess and understand the environment in which they are operating. We specialize in applying cutting-edge quantitative analyses to help frame and solve public policy and business strategy issues. We advise a range of clients, including government agencies, non-profit organizations, campaigns for initiatives and candidates, and Fortune 1000 companies. We provide them with the analytical insight to shape their strategic direction, improve their operations, and develop sound policies. Copies of resumes of our principals are attached to this report as Appendix A.

Assessing the Economic and Market Trends Affecting Agriculture in the Western Inland Empire
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Assessing the Economic and Market Trends Affecting Agriculture in the Western Inland Empire (Key Findings)

- The Inland Empire makes up a small part of California's agriculture industry. In 2009, the value of all agricultural production in Riverside and San Bernardino Counties totaled $1.4 billion, compared with $41.4 billion of agricultural production in California as a whole. Additionally, each of the ten most productive agricultural counties in California produces more than Riverside and San Bernardino combined.

- Agriculture is also small compared to other industries in the Inland Empire. The Natural Resources and Mining sector, which is comprised mostly of the agriculture industry, made up 1 percent of the regional economy that year. The largest sectors were Financial Activities (23 percent), Trade (18 percent), and Education and Health Services (11 percent).

- Agriculture is also in decline in the Inland Empire. Between 2006 and 2010, three of the top five agricultural products in Riverside County (nursery stock, milk, and table grapes) decreased in production value or remained flat. Similarly, three of the top five agricultural products in San Bernardino County (cattle and calves, replacement heifers, and trees/shrubs) also have decreased in value and are expected to continue to decrease in value as agricultural operators relocate from the Riverside and San Bernardino Counties in general to places such as Kern County and in some instances out of state.

- The decline in agriculture can be attributed to five key factors:
  - Growth in the demand for housing and development following the 2007 market collapse: After the market collapse in 2007, home prices have stabilized to 2002-2003 prices and monthly home sales have increased since 2009.
  - Growth in the transportation and warehousing sector: Over 40 percent of all goods imported into the United States enter through the Ports of Los Angeles and Long Beach, and most of these goods pass through the Inland Empire for distribution. After declining from 2006 through 2009, imports are rising to near-record levels again.
  - Increased restrictions on water deliveries for agricultural uses after several consecutive drought seasons: Drought conditions led to water allocation cutbacks from both the State Water Project and local water sources, driving the cost of water up across the region as well as limiting access.
  - Higher wages in other industries in the region: Trade, transportation, and construction industries have all seen significant growth in the region and offer higher annual salaries than agriculture for the same skilled and semi-skilled labor.
  - Strong agricultural competition from the southern Central Valley for dairies: The Valley offers cheaper land, a greater number of support industries for agriculture, a larger

agricultural employment base, and cheaper labor for the dairy industry, as well as agriculture in general.

- Increased regulatory pressures from air quality and local jurisdictions regarding particulate matter emissions and land use adjacency issues.
- The trend in Riverside and San Bernardino Counties is for agricultural operations to continue to shift to places like Kern County regardless independent of land use policy due to the economic issues set forth in this report.

Assessing the Economic and Market Trends Affecting Agriculture in the Western Inland Empire

1. Introduction

The Inland Empire region of Southern California generally consists of Riverside and San Bernardino Counties, and is located just east of Los Angeles. The two counties encompass more than 4.2 million people. Figure 1.1 below shows the general geography of the region.

Figure 1.1
The Inland Empire

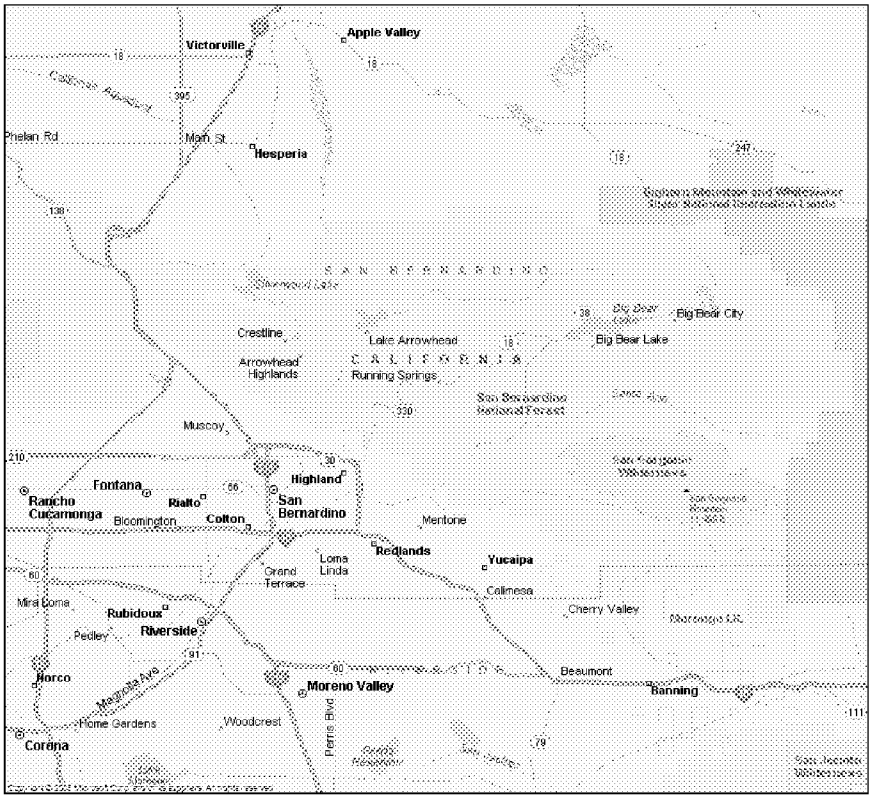

Compared to the rest of the state, the Inland Empire makes up only a small part of California's agriculture industry. In 2009, the value of all agricultural production in Riverside and San Bernardino totaled $1.4 billion. Agricultural production includes crop production, such as for food grains, feed crops, cotton, oil crops, fruits and tree nuts, and vegetables, and livestock production, including meat animals, dairy products, poultry, and eggs.

Table 1.1
Agricultural Production in California and Inland Empire

Geographic Region	Agricultural Production, 2009 (% of State)	Agricultural Employment, 2007 (% of State)
Riverside/San Bernardino	$1.4 Billion (3.3%)	16,800 (4.3%)
California	$41.4 Billion (100%)	386,400 (100%)

SOURCES: California Department of Food and Agriculture, "County Rank by Gross Value of Agricultural Production, 2008–2009," California Agricultural Resource Directory 2010-2011; California Statistical Abstract, "Wage and Salary Employees in Agricultural Establishments by Areas in California, 1995 to 2007," 2008

By comparison, the value of all agricultural production in California in 2009 was $41.4 billion. The Inland Empire represented just 3.3 percent of this total.

The distribution of employment in the agriculture industry resembles that of production value. In 2007, Riverside and San Bernardino Counties had 16,800 workers in the agriculture industry. This represented 4.3 percent of the 386,000 Californians employed in agriculture that year.

2. Agricultural Production in the Inland Empire is Small

Compared to other individual counties across the state, both Riverside and San Bernardino Counties produce significantly smaller agricultural output. Each of the ten most productive agricultural counties in California produces more than both counties combined.

Table 2.1
Top California Counties by Value of Agricultural Production, 2009

Rank	County	Total Value ($000)	Leading Commodities
1	Fresno	$5,372,009	Grapes, Tomatoes, Poultry, Almonds, Cattle & Calves
2	Tulare	$4,046,355	Milk, Oranges, Grapes, Cattle & Calves, Corn
3	Monterey	$4,033,718	Lettuce, Strawberries, Nursery, Broccoli, Grapes
4	Kern	$3,606,356	Grapes, Milk, Vegetables, Almonds, Pistachios
5	Merced	$2,460,474	Milk, Chickens, Almonds, Cattle & Calves, Sweet Potatoes
6	Stanislaus	$2,310,071	Milk, Almonds, Chickens, Cattle & Calves, Tomatoes
7	San Joaquin	$2,000,474	Grapes, Milk, Cherries, Tomatoes, Walnuts
8	Ventura	$1,621,575	Strawberries, Nursery Stock, Celery, Raspberries, Lemons
9	San Diego	$1,548,124	Woody Ornamentals, Flowers & Foliage, Bedding Plants, Avocados, Tomatoes
10	Imperial	$1,452,970	Lettuce, Cattle, Wheat, Alfalfa, Broccoli
13	Riverside	$1,015,755	Nursery Stock, Milk, Eggs, Table Grapes, Hay
25	San Bernardino	$355,379	Milk, Eggs, Cattle & Calves, Alfalfa, Replacement Heifers

SOURCE: California Department of Food and Agriculture, "County Rank by Gross Value of Agricultural Production, 2008–2009," California Agricultural Resource Directory 2010-2011

The largest California county by agricultural production in 2009 was Fresno. The county produced nearly $5.4 billion in agricultural commodities, including grapes, tomatoes, poultry and almonds, while the tenth largest California county in 2009 was Imperial, producing almost $1.5 billion in agricultural commodities, primarily through lettuce, cattle, wheat, alfalfa, and broccoli.

By contrast, Riverside was the 13th largest agricultural producer, generating $1.0 billion in commodities such as nursery stock, milk, eggs, table grapes, and hay, and San Bernardino was the 25th largest agricultural producer, with $355 million in products including milk, eggs, cattle and calves, alfalfa, and replacement heifers. Together, Riverside and San Bernardino Counties produced nearly $1.4 billion in commodities, but still less than Imperial County.

Agriculture is also small compared to other industries in the Inland Empire region. The largest industrial sectors in the Riverside-San Bernardino-Ontario Metropolitan Statistical Area in 2009 were Financial Activities, Trade, and Education and Health Services. These represented 23 percent, 18 percent, and 11 percent of the Inland Empire's economic activity, respectively, as seen in Figure 2.1.

Figure 2.1
Shares of Private GDP for Riverside-San Bernardino-Ontario, 2009

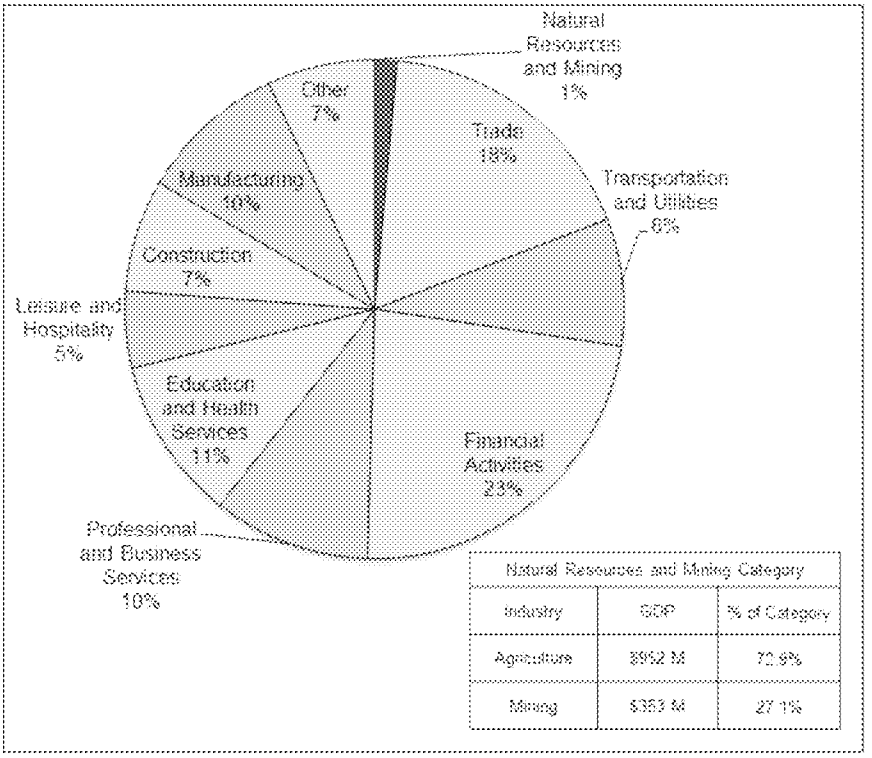

SOURCE: Bureau of Economic Analysis, U.S. Department of Commerce, "Gross Domestic Product by Metropolitan Statistical Area, Riverside-San Bernardino-Ontario 2009," accessed August 2011 (http://www.bea.gov/iTable/iTable.cfm?reqid=70&step=1&isuri=1&acrdn=2)

By contrast, the Natural Resources and Mining sector made up 1 percent of the regional economy that year. This sector includes both the agriculture and mining industries. In fact, given that the agriculture industry comprises about 73 percent of the sector, then in essence agriculture currently makes up about seven-tenths of 1 percent of the Inland Empire's economy.

3. Agriculture in the Inland Empire Continues to Decline

Both Riverside and San Bernardino Counties have seen declines in production for some of their top agricultural products since 2006. Three of the top five agricultural products in Riverside County have decreased in production value or remained flat since 2006 as seen in Figure 3.1. From 2006 to 2010, the top five agricultural products in Riverside County by combined value were nursery stock, milk, table grapes, eggs, and bell peppers.

Figure 3.1
Riverside County Leading Agricultural Values (Top 5 Products)

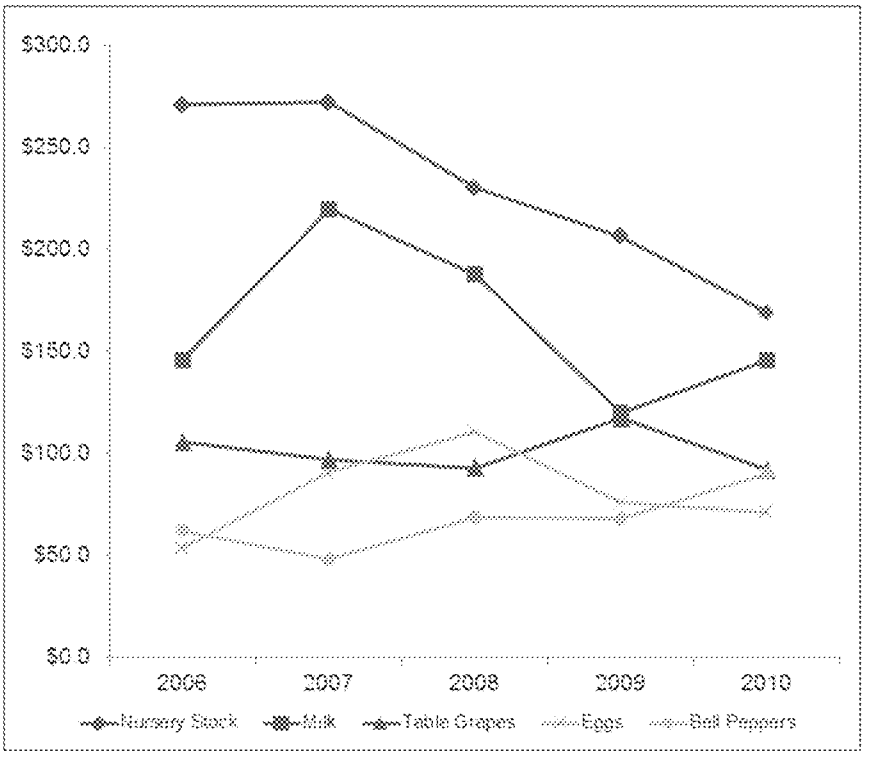

SOURCE: Agricultural Commissioner's Office, County of Riverside, Riverside County Annual Production Report, Assorted Years

Over this five-year time period, three of these agricultural products declined in value in the County or remained flat: nursery stock dropped from $270 million in production value to under $170 million; after a brief run-up, milk production began and ended at $145 million; and table grapes declined in production value from over $105 million to around $92 million. Although eggs and bell peppers did experience higher production values over the five-year period, these are less valuable agricultural products.

Figure 3.2
San Bernardino County Leading Agricultural Values (Top 5 Products)

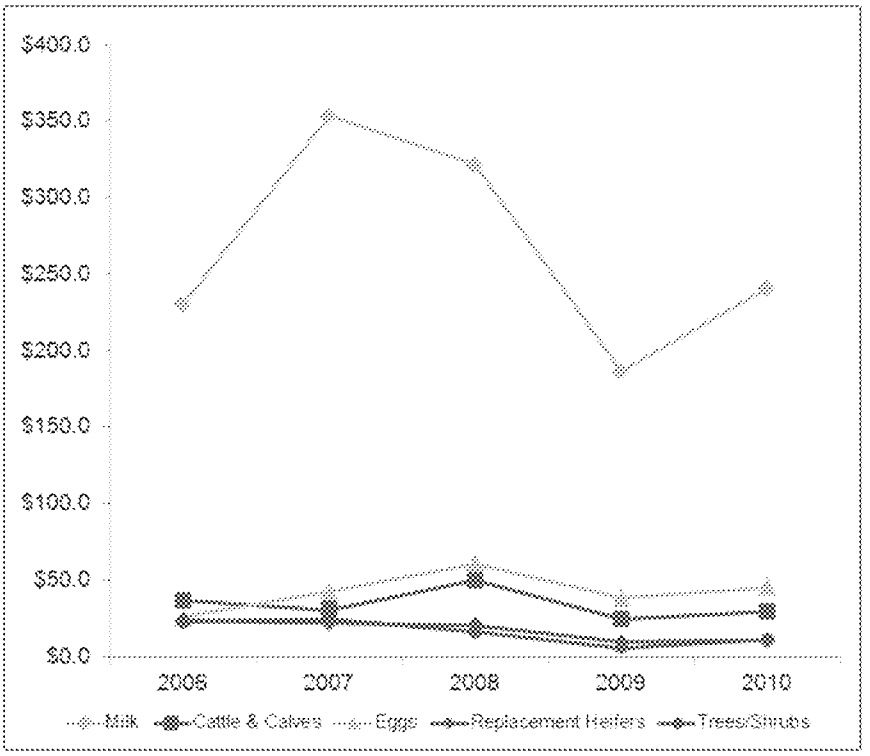

SOURCE: Department of Agriculture/Weights and Measures, County of San Bernardino, Crop and Livestock Report, Assorted Years

Though San Bernardino did not face as significant losses as Riverside, it has still seen falling revenues. Since 2006, three of the top five agricultural products in San Bernardino County have decreased in value, seen in Figure 3.2. From 2006 to 2010, the top five agricultural products in San Bernardino County by combined value were milk, cattle and calves, eggs, replacement heifers, and trees/shrubs.

Over this five-year time period, three of these agricultural products declined in value in the County: the production value of cattle and calves decreased by nearly $7 million; replacement heifers lost over half of their production value, with a drop from $24.2 million to $10.4 million; and trees and shrubs lost nearly half of their production value, declining from $22.8 million to $11.5 million. Additionally, there was little growth in milk production (just over $10 million) in the county despite it being the top product, and eggs also saw higher production by about $19 million over the five years.

4. Five Major Barriers Limit the Inland Empire's Agriculture Industry

With the agriculture industry continuing to decline in the Inland Empire, five major barriers to the industry were identified. These barriers center on pressures from competing industries, environmental concerns, and operations costs:

- Growth in Demand for Housing and Development
- Growth in Trade and Transportation Sectors
- Increased Restrictions on Water
- Higher Wages in Other Industries
- Strong Agricultural Competition from Central Valley

4.1. Growth in Demand for Housing and Development

The Inland Empire generally boasts relatively inexpensive land values compared to other regions of California, such as the coastal counties, making the Inland Empire attractive to developers looking to build residential and commercial property. Beyond this, the return of home prices in the region to more traditional levels has also spurred additional investment in land purchases and developments.

The Inland Empire region saw robust demand for housing during the previous decade, as reflected by significant increases in median home prices between 2002-03 and 2006 to record highs for the region. Much of these gains were erased with the market collapse of 2007, however, with home prices returning to levels last seen in 2002 and 2003. But some analysts believe that the housing market in the region has finally begun to stabilize given that home and land prices are beginning to inch higher. Whittlesey Doyle, a land brokerage firm based in Irvine, stated that a number of recent land deals to homebuilders in the Inland Empire indicate that the market is rebounding.[1]

[1] Wesley G. Hughes, "Land buyers back in game," Inland Valley Daily Bulletin, December 6, 2010.

Figure 4.1
Inland Empire Median Home Sales Price, July 2000-July 2011

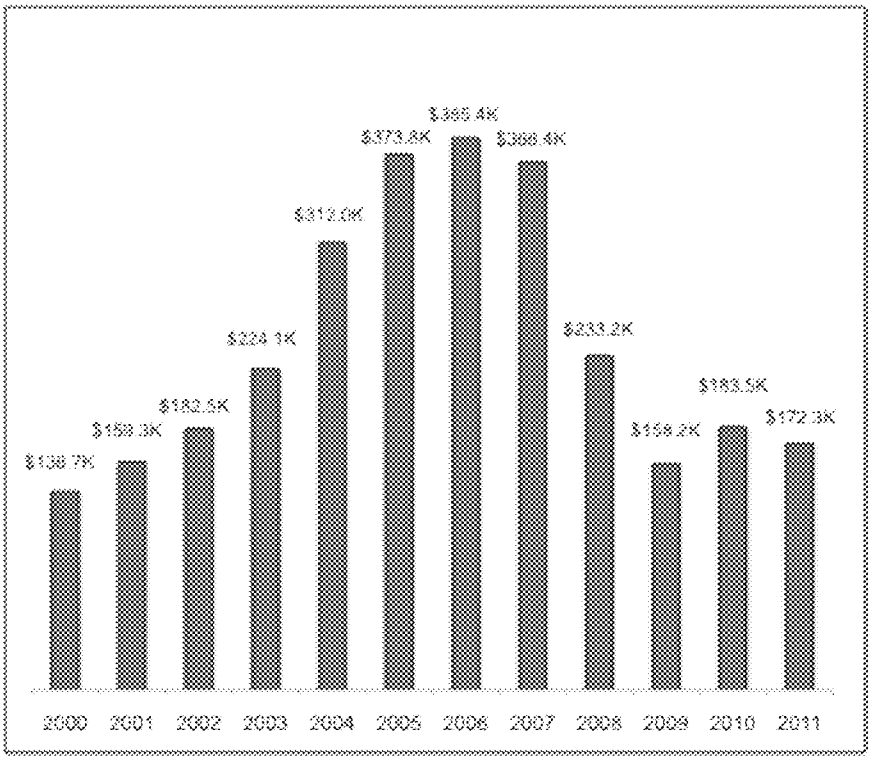

SOURCE: California Association of REALTORS, "Median Prices of Existing Detached Homes, Historical Data"

As shown in Figure 4.1, the median home sales price in the Inland Empire was just over $385,000 at the peak of the real estate market in 2006. When the market dropped to its low in 2009, the median sales price had fallen 59 percent to just over $158,000. Though prices have fallen significantly since 2007, the median price actually began to increase in 2010 to over $183,000. While there has been some retrenchment in prices this year, they still remain above $172,000.

Figure 4.2
Monthly Home Sales

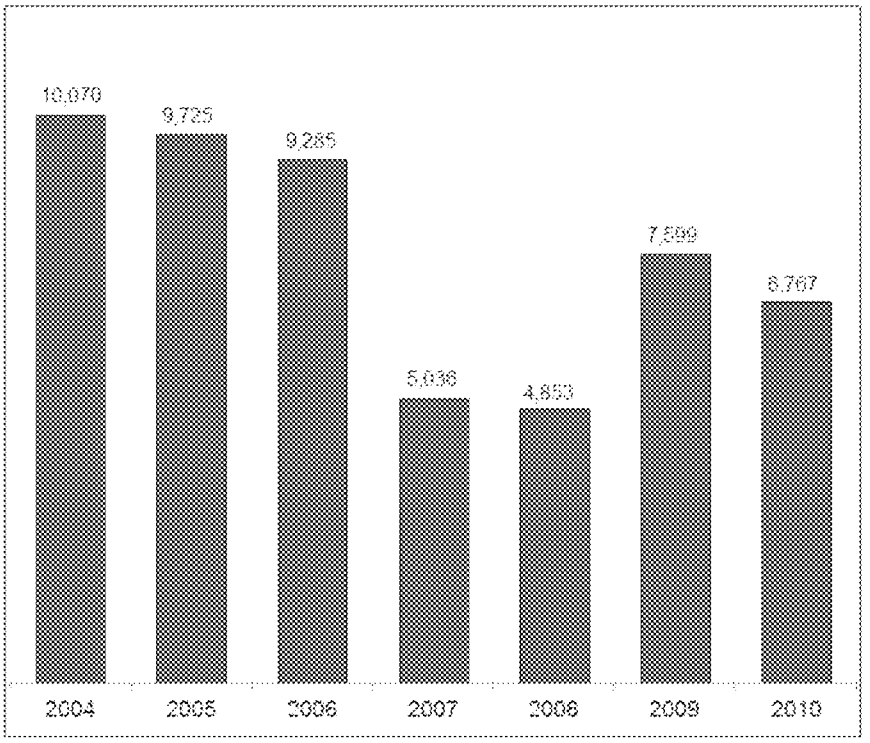

SOURCE: DataQuick Information Systems, "Southland Home Sales," 2004-2010

Correspondingly, monthly home sales have tapered off from their peak in 2004, as illustrated in Figure 4.2. As home prices have decreased, there has been an increase in monthly home sales in the region. Though sales remain off of their historic highs, monthly home sales indicate that consumers are buying properties again and driving some growth in the market.

With home prices stabilizing and home sales returning, newspaper accounts and anecdotal evidence suggest that several large homebuilders have indicated that they have begun purchasing more land and restarting stalled home developments across the region.

4.2. Growth in Trade and Transportation Sectors

On the commercial front, the agriculture industry faces increasing competition from trade and transportation, two of the largest industrial sectors in the Inland Empire. Transportation, warehousing, and other goods movement industries are strong in the region because of their proximity to the Ports of Los Angeles and Long Beach and because of the abundance of relatively inexpensive land for distribution centers and transportation hubs.

Figure 4.3
Flow of Imported Containers, Los Angeles-Long Beach Ports

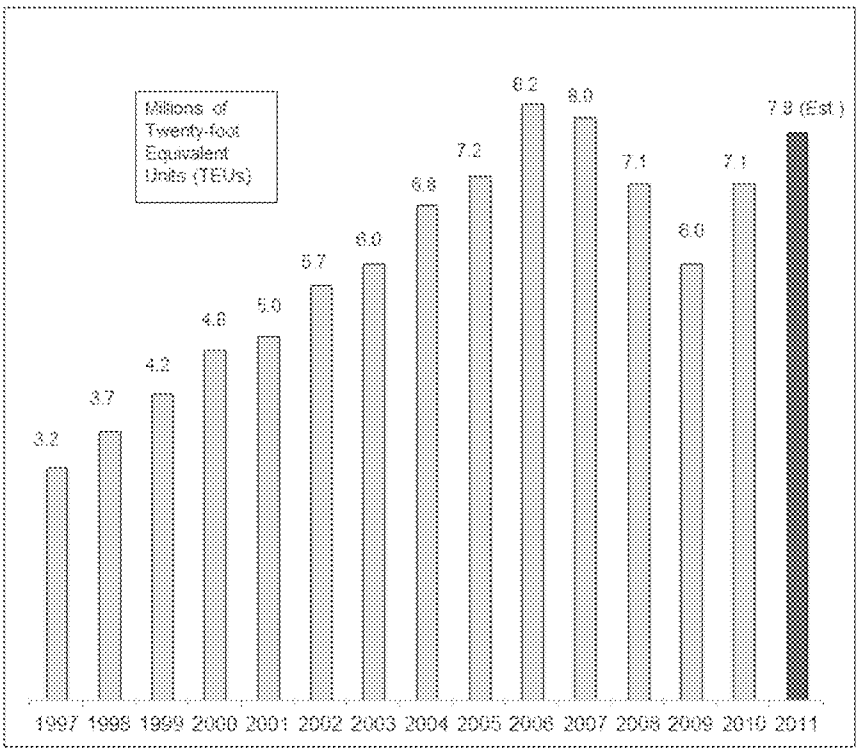

SOURCE: Husing, John, Inland Empire 2011… Start of the Recovery?, Economics & Politics, Inc., April 2011

Over 40 percent of all goods imported into the United States enter through the Ports of Los Angeles and Long Beach, and most of these goods pass through the Inland Empire for distribution. The Burlington Northern Santa Fe (BNSF) Railway has an intermodal railroad yard located in San Bernardino, for example. The Union Pacific Railroad has its main switching yard in Colton as well.

And as shown in Figure 4.3, imports into the Ports of Los Angeles and Long Beach have begun to rebound from the recent recession. Imports as measured by Twenty-foot Equivalent Unit (TEU) containers steadily increased between 1997 and 2006 from 3.2 million TEUs to 8.2 million TEUs. With the recession, imports dropped in 2009 to 6.0 million – the same level as seen in 2003. But as a sign that economic activity is returning to California and the United States, imports into the Ports of Los Angeles and Long Beach increased to 7.1 million TEUs in 2010 and are projected to reach 7.8 million TEUs in 2011. These represent near-record levels of goods movement in the region.

4.3. Increased Restrictions on Water

The State Water Project was constructed in the 1950s and 1960s to provide most of California, particularly Southern California, with a stable statewide water resource to

augment local sources. Currently, the State Water Project provides supplemental water to approximately 25 million Californians and about 750,000 acres of irrigated farmland. Each year, its contracting water agencies make water allocation requests and the state Department of Water Resources plans the initial allocation percentage. Over the course of the year, these allocations can be increased to adjust for wet years, or rolled back in cases of drought.

California faced severe drought conditions for most of the latter-half of the previous decade, however. These conditions necessitated reduced water allocations to the Inland Empire through the State Water Project, and hindered farms and dairies' ability to extract water from their nearby groundwater basins and reservoirs.

Figure 4.4
State Water Project Allocations to Inland Empire Water Districts

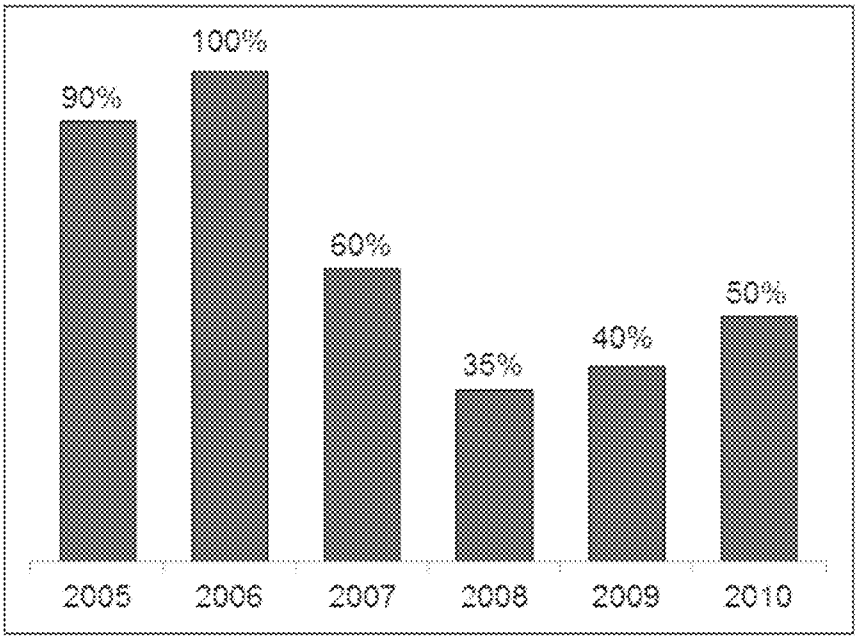

SOURCE: California Department of Water Resources, Notice to State Water Project Contractors, 2005-2010

As illustrated in Figure 4.4, drought conditions following 2006 led to a decrease in State Water Project allocations across California between 2007 and 2010. The drought was so severe that in 2008 only 35 percent of water allocations were provided. Last year the allocation was only 50 percent. A wet 2011 combined with heavy snowpacks promises to increase allocations, however much of the damage to the agriculture industry has already occurred considering that the operating costs to the Inland Empire's agriculture industry have been severely impacted by the water restrictions.

Additionally, water extractions from the San Bernardino Basin have also steadily declined over the previous decade. This is shown in Figure 4.5 below. As the secondary water resource for the region, groundwater and reservoir stores backfill losses to agriculture from the State Water Project. Restrictions on forced groundwater recharge and environmental regulations have also decreased the amount of water extracted from these sources, even in drought seasons.

Figure 4.5
Water Extractions from the San Bernardino Basin

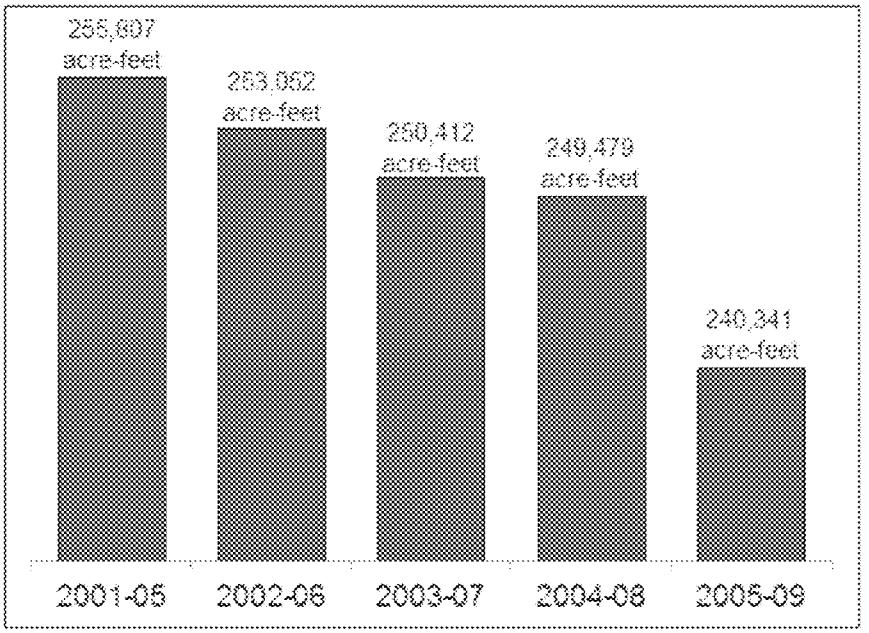

SOURCE: Western-San Bernardino Watermaster, "Annual Report of the Western-San Bernardino Watermaster," Calendar Year 2010

With respect to agriculture, water restrictions adversely impact the industry in a couple of ways. First, they limit the amount of water available for crops and livestock, requiring farmers and ranchers to reduce the size of their production and thus negatively impacting their revenue, according to Gregg Warren, vice president of American AgCredit[2]. Additionally, farmers and ranchers' costs rise as well since the inputs obtained from associated agricultural industries, such as feed, become more scarce and therefore more expensive.

[2] Chris Sieroty, "Inland Farmers Facing Several Threats," The Business Press (Riverside, CA), March 23, 2009.

4.4. Higher Wages in Other Industries

Improved economic conditions have brought a resurgence of housing and other industries such as trade and transportation in the Inland Empire. This resurgence has resulted in more job opportunities that provide higher salary options for skilled and semi-skilled labor.

Figure 4.6
Occupations in the Inland Empire

Occupation	Estimated Employment, 2010	Mean Annual Salary, 2010
Construction and Extraction	51,850	$48,720
Office and Administrative Support	195,850	$33,900
Sales and Related Occupations	121,510	$32,860
Transportation and Material Moving	108,130	$32,400
Personal Care and Service	31,190	$24,370
Farming, Fishing, and Forestry	58,402	$21,400
Food Preparation and Serving Related Occupations	111,450	$21,310

SOURCE: U.S. Department of Labor, "Occupational Employment Statistics, May 2010, Riverside-San Bernardino-Ontario, CA, " accessed August 2011 (http://www.bls.gov/oes/current/oes_40140.htm)

As shown in Figure 4.6, agriculture competes with a number of other higher-paying industries for hired labor. Compared to other skilled and semi-skilled employment, agricultural salaries lag behind most of their counterparts across the region. Construction jobs, for example, have highest mean salary of the group at $48,720 a year. Additionally, three of the four largest occupations in the Inland Empire – office and administrative support, sales and related occupations, and transportation and material moving – all provide higher mean salaries for employees with semi-skilled or low-skilled backgrounds. In fact the third-largest occupation, food preparation and serving, had a mean annual salary only $90 below that of agriculture.

Jack King, of the California Farm Bureau Federation, pointed out that even agricultural wages increases were not enough to draw an adequate amount of agricultural workers. He

stated that even with raises, the soft market will only allow agriculture to make limited raises.[3]

It should be noted that the farming employment figure does not take into account family labor and other non-paid employment. That said, the total employment and mean annual salary for agriculture do not compare favorably to other equivalent employment opportunities in the region, particularly as the agricultural industry continues to decline relative to other industries such as transportation and construction.

4.5. Strong Agricultural Competition from Central Valley

The fifth barrier involves competition with the southern Central Valley for agricultural production, particularly with respect to the dairy industry. The dairy industry comprises the production of milk, meat, and feed, such as alfalfa and hay. Milk is the largest agricultural product for San Bernardino County, and it is the second largest in Riverside County. As shown in Figure 4.7 below, dairy and nursery production accounts for approximately 45.4 percent of all agricultural production in the Inland Empire. In fact, dairy alone accounts for approximately one-third of all agriculture in the region.

Figure 4.7
Agriculture in the Region

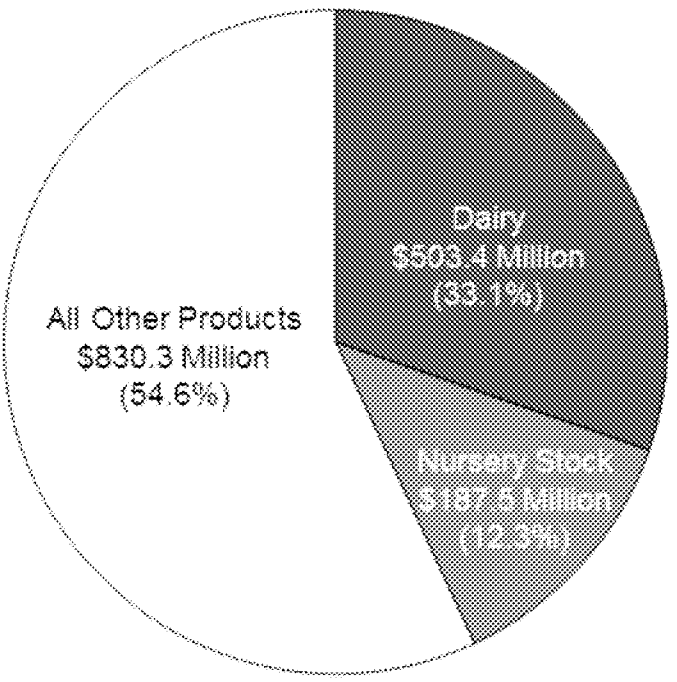

SOURCE: Department of Agriculture/Weights and Measures, County of San Bernardino, Crop and Livestock Report, Assorted Years; Agricultural Commissioner's Office, County of Riverside, Riverside County Annual Production Report, Assorted Years

[3] Andrew Silva, "Lack of laborers leaves crops to rot," Inland Valley Daily Bulletin (Ontario, CA), December 13, 2006.

Bill Van Leeuwen, a dairy farmer from the region, has expressed surprise at the speed with which the milk industry is leaving the Inland Empire for places such as the Central Valley.[4]

The Central Valley produces milk more cheaply than the Inland Empire does. In the Southern California region (consisting of San Luis Obispo, Santa Barbara, San Bernardino, Los Angeles, Riverside, Imperial and San Diego counties), the average total investment per cow is $274 more than in the Southern Central Valley (consisting of Fresno, Tulare, Kings and Kern counties). The average total investment per cow takes into account all expenses, capital costs, and operating costs for every cow on the dairy. This is shown in Figure 4.8 below.

Moreover, dairy production in the Central Valley is far larger than that in the Inland Empire. The total number of milk cows in Tulare County alone (502,395) more than quadruples the number in the Southern California region. This is also shown in Figure 4.8 below.

Figure 4.8
Total Dairy Costs, 2010

	Southern California	**Southern Central Valley**
Average Total Investment per Cow	$2,993	$2,719
Total Cows	119,805 (San Bernardino and Riverside)	983,954
Hourly Wage, All Hired Labor	$16.23	$13.78

SOURCE: California Department of Food and Agriculture, "California Dairy Statistics," 2010 Data; California Department of Food and Agriculture, "Cost of Production" 2010 Annual Report

Additionally, hourly wages are roughly $2.50 higher in the Southern California region than the Central Valley. The cheaper costs to operate in the Southern Central Valley can make a significant difference in the bottom line of dairy producers. In fact, there has been anecdotal evidence of dairy ranchers selling land in the Inland Empire and using those profits to open or expand dairy operations in the Central Valley.

[4] Jerry Hirsch, "Dairies Moving Out of Inland Empire," Los Angeles Times, January 9, 2006.

5. Conclusion

Our analysis shows that agriculture is small compared to other industries in the Inland Empire – Riverside and San Bernardino Counties – and is continuing to decline in importance in the region. We identify a number of systemic and regional economic factors that create significant economic barriers to the continued viability of agriculture in the Inland Empire. These barriers include the growth in demand for housing and development; the growth in the trade and transportation sectors; increased restrictions on water; higher wages in other industries; and strong agricultural competition from the Central Valley.

It should be pointed out that the decline of agriculture in the Inland Empire and the barriers to its viability are independent of any land use policies pursued by Riverside and San Bernardino Counties. That is, the market forces affecting agricultural production in Riverside and San Bernardino Counties will continue to shrink the industry in the future regardless of potential local efforts to preserve agricultural production through land use policies or other similar measures.

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PROFILE: A seasoned political economist who brings a combination of practical and theoretical expertise in public policy as well as fiscal and economic analysis. Over 12 years of experience as a consultant and an executive in state government. A Ph.D. with deep knowledge of economics, political science, game theory, and public policy. Familiarity with techniques for surveying and analyzing large data sets, including regression analysis.

PROFESSIONAL EXPERIENCE:

07/09 – present **Chang & Adams Consulting** Sacramento, CA
Director
- Provide economic analysis and strategy consulting to Fortune 1000 companies at the intersection of the public- and private-sectors. Provide policy, economic, and public finance analysis as well as operations consulting for government agencies and not-for-profit organizations.

10/07 – 06/09 **Forward Observer, Inc.** Sacramento, CA
Director of Economics
- Led the economics business unit of a political and public policy consulting firm. Oversaw the development of all of the firm's fiscal and economic studies, approved their analytical methodologies, and testified in front of the Legislative Analyst's Office.

08/01 – 09/07 **The RAND Corporation** Santa Monica, CA
Associate Economist
- Specialized in research and analysis focusing on domestic and international economic development, defense economics, and the economics of public-sector organizations. Projects included performance-based logistics and information technology consulting for the U.S. Army; purchasing and supply management best practices for the U.S. Air Force; and, the design of a viable economy for an independent Palestinian state. Developed growth accounting models and other economic frameworks to guide the analyses, and supplemented these analyses with surveys and insights drawn from expert interviews and background research.

06/96 – 09/97 **California Department of Transportation** Sacramento, CA
Special Assistant to the Chief Deputy Director
- Supported the COO of a $6 billion, 17,000-person organization. Managed Caltrans' $200 million Administrative Program, providing accounting, personnel, information technology and facilities services to the entire department. Led cross-functional team in reorganization of Caltrans' administrative service units. Collaborated on executive-level teams to spin off Equipment Service Center, streamline Caltrans, and protect California's infrastructure.

03/95 – 05/96 **California Department of Housing and Community Development** Sacramento, CA
Assistant for Policy Development
- A member of the Department's executive staff. Analyzed the fiscal and economic impact to California of state and federal legislation affecting housing. Authored policy white papers on homelessness and departmental reorganization.

08/94 – 02/95 **California Office of the Governor** Sacramento, CA
Staff Economist
- Analyzed the fiscal and economic impact to California of federal appropriations, clean air regulations, and natural disasters.

EDUCATION: **Stanford University Graduate School of Business** Stanford, CA
Ph.D., Business. Specialization in Political Economics
Dissertation: *Expertise vs. Control in the U.S. Congress*

Stanford University Stanford, CA
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Stanford University Stanford, CA
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FELLOWSHIPS AND AWARDS:

1998-99	Public Affairs Fellow, Hoover Institution on War, Revolution and Peace	Stanford, CA
1990-94	Stanford Graduate School of Business Fellowship	Stanford, CA
1990	National Science Foundation Minority Graduate Fellow, Economics	Stanford, CA

ANDREW J. CHANG
Managing Director
Chang & Adams Consulting

PROFILE: Seventeen years of experience working with both high-level executives and operations staff on sensitive issues under tight deadlines in both the private and public sectors. Eight years strategy and operations consulting experience with emphasis on customer analysis and market entry strategies. Twelve years public policy development and implementation experience in California State government. Extensive experience working with a broad array of stakeholders to design, implement and monitor organizational initiatives.

PROFESSIONAL EXPERIENCE:

07/09 – present **Chang & Adams Consulting** Sacramento, CA
Managing Director
- Provide business intelligence and strategy consulting to Fortune 1000 companies with an emphasis on private sector interaction with government. Private sector specialization in assessing and identifying new market opportunities and developing strategies to enter new markets. Public sector emphasis on public policy, economic and public finance analysis and operations management consulting.

04/07 – 07/09 **Forward Observer, Inc.** Sacramento, CA
Vice President
- Provide business intelligence and strategy consulting to Fortune 1000 companies to support market entry initiatives. Provide business-political risk and due diligence assessment for investment companies. Conduct fiscal, economic and public policy assessments.

08/04 – 04/07 **California Department of General Services** Sacramento, CA
Chief Deputy Director
- Chief Financial and Operations Officer of a state department with $1 billion annual operating budget, thirteen business units and 4,000 employees. Oversaw the state's procurement and real estate operations. Also responsible for the state's telecommunications, automobile fleet, printing, warehousing, insurance and school construction operations.
- Special assignment to the Governor's Office to serve as chief staff economist for the Governor's Council of Economic Advisors. Facilitated Council meetings, prepared written briefings for the Governor on policy issues for consideration and assisted Council members with original research to present at the Council meetings.
- Special assignment to the California Department of Corrections and Rehabilitation to assess the agencies procurement operations and develop recommendations to improve procedures and operations.

06/00 – 08/04 **A.T. Kearney, Inc.** San Francisco, CA
Senior/Engagement Manager (06/02 – 08/04)
- Lead teams to develop strategies for new lines of business for a Fortune 1000 technology company, a national consumer products consortium and an international consumer products retail company.
- Lead teams to develop strategies to both acquire and sell technology services, R&D and manufacturing business units.
- Analytic and modeling methods subject matter expert. Finance and Accounting business processes subject matter expert.

Associate Management Consultant (06/00 – 06/02)
- Conduct research and develop recommendations for various clients in the high technology and consumer products industries.

12/98 – 02/00 **MGT of America, Inc.** Sacramento, CA
Senior Management Consultant
- Implemented studies to improve finances and operations for Cleveland Unified School District, Florida State University and the California Resources Agency.

10/95 – 12/98 **California State and Consumer Services Agency** Sacramento, CA
Assistant Secretary for Policy and Operations
- Executive of a government agency with an annual operating budget of $1.3 billion, twelve departments and over 14,000 employees.
- Under supervision of the Secretary, guided agency and department policies, budgets and strategic plans.

05/95 – 10/95 **Personal Staff of Governor Pete Wilson** Sacramento, CA
Chief Economist/Deputy Issues Director
- Managed the development of national tax, trade, environment, agriculture and crime policies for Governor Pete Wilson's presidential campaign.

09/93 – 05/95 **California Office of the Governor** Sacramento, CA
Deputy Chief Economist
- Lead research teams to assess the economic and fiscal impact of tax, economic development, health care and immigration policies.

EDUCATION: **University of Michigan** Ann Arbor, MI
Master of Business Administration Essentials (1 of 30 A.T. Kearney consultants selected globally to participate in a tailored executive MBA program.)

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January 19, 2009

Dana Whitmer
Vice President
Sares Regis Group
18802 Bardeen Avenue
Irvine, CA 92612

Re: Economic Viability of Agriculture in the West Inland Empire

Dear Mr. Whitmer:

Per your request CBRE Consulting has examined the economic and market trends affecting agriculture operations throughout California, with particular attention to the specific challenges relative to the communities of Chino and Ontario in the western Inland Empire.

Founded in 1978 as Sedway Group, CBRE Consulting is a nationally recognized full-service real estate and urban economics consulting firm with offices in Los Angeles and San Francisco. CBRE brings a multi-disciplined approach to property evaluation of all major land use types. CBRE specializes in real estate market analysis, economic development studies for residential, commercial and industrial projects throughout California and the western United States.

BACKGROUND

The Inland Empire once held the largest concentration of dairies in the world, with most of them in the Chino/Ontario basin. This region is now facing tremendous urbanization and development pressures. According to the San Bernardino County General Plan, the agricultural land is continually declining. According to the State of California, Department of Conservation, the County lost 47,000 cares of farmland from 1990 through 2002. Riverside County lost 50,000 acres in prime farmland over the same period.

For this analysis, CBRE performed an extensive internet/literature search relative to the economics of agricultural and dairy farming to understand the economic and other challenges to continued agriculture uses in the Inland Empire. CBRE also gathered relevant demographic, real estate and other economic data to illustrate historic and projected land use trends near Chino and the western Inland Empire.

There are many factors which demonstrate the infeasibility of agriculture production in Western Inland Empire, resulting in many dairy operators moving to Kern County.

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- Urbanization in the Inland Empire, resulting in dramatically increasing land prices,
- Higher water and labor costs;
- Environmental regulation (insects, odors, ground water contamination and solid waste removal) and,
- Competition from Kern County and the Central Valley with lower land costs and reduced regulations

1. **Increasing Land Values**
   Due to competing land uses, land prices have increased dramatically in the area in excess of $300,000 per acre. It has become more profitable for farmers to sell their land for a premium and relocate to a different area. The adoption of the Ontario Sphere of Influence General Plan in 1998, which provided for significant residential and commercial development, encouraged the farmers to sell their land and relocate.

2. **Conflicts between Urban Neighbors and Dairy Farms**
   The proximity of agriculture and urban development in the Inland Empire region bring with it many conflicts. There is an increase in the land use incompatibility with nuisance complaints from the urban neighbors regarding flies, farm odors, early morning noise, and also water and air pollution. The farmers also face pressures due to increased water and land-use restrictions.

3. **Increasingly Stringent Environmental Regulations**
   The Region 8 Water Board, which encompasses Chino/Ontario, was among the first to develop environmental regulations to control dairy operations, with increasing restrictions imposed in 1994, 1999 and 2004, as the proximity of urban neighborhoods, contamination of ground water and air pollution started raised more concerns.

4. **Competition from Central Valley**
   The dairy farmers in the Chino basin face stiff competition from the farmers in the Central Valley because of "high operating costs, including high feed costs and the cost of manure disposal" (Ontario Sphere of Influence General Plan, which is hereby incorporated by reference).

   A study published in Agriculture and Resource Economics Review in 2008 demonstrated the effect of environmental regulations over time and the growth in dairy industries, attributed to the cheap land and relatively weak regulations in the Central Valley.

   According to CDFA, milk production has declined by 55 percent in San Bernardino County between 2003 and 2007, while production increased by 88 percent in Kern County.

   Figures 1 and 2 on the following page show trends in the number of milk cows in the Central Valley (Region 5) as compared to the loss in Region 8 from 1980 to 2008.

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Figure: 1
Milk Cows in Counties of Region 5 Central Valley

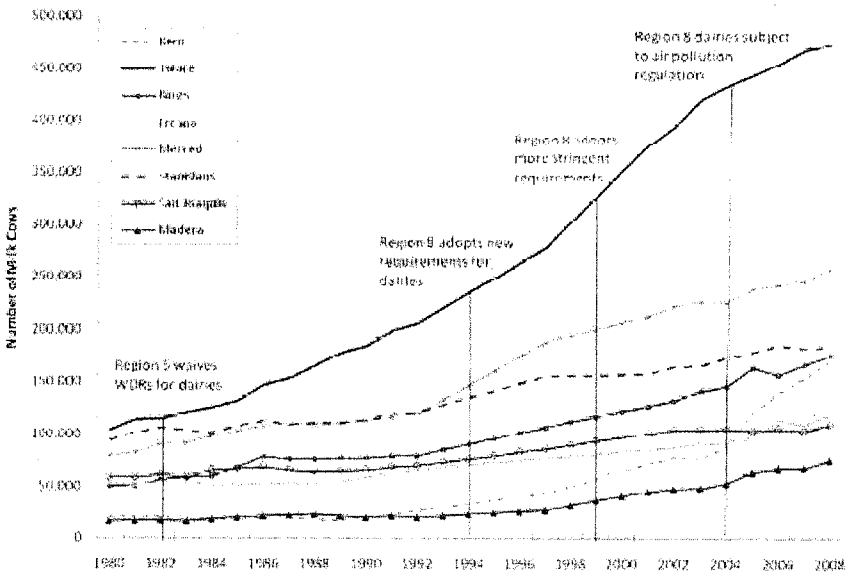

Source: Steeringer and Hogle, 2008

Figure: 2
Milk Cows in Region 8 – Inland Empire

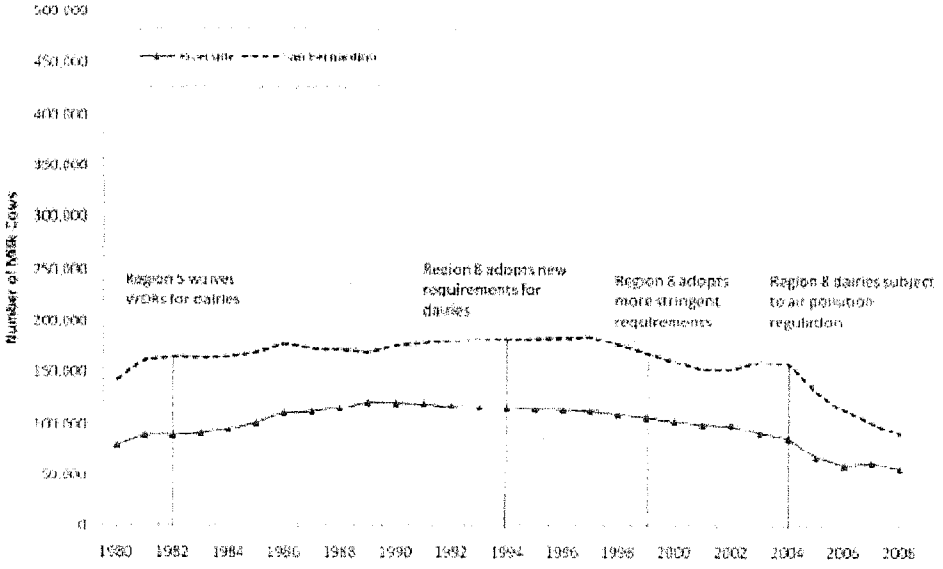

Source: Steeringer and Hogle, 2008

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The Central Valley farmers also face few development pressures as compared to the Chino area and they benefit from diverse farm economy, which is no longer present in the Chino basin. For example, the farmers use dairy waste to fertilize their own crops or of the neighbors. They also use agricultural waste from neighboring farms as feed. This reduces their waste disposal and feed costs.

5. Operating Costs

According to the CDFA, production costs in dairy industry have risen by 50 percent since 2002 in California, putting more pressure on dairy farmers to cut other costs. Figure 3 below shows the growth in cost of production per CWT from 2002 to 3rd quarter 2008.

Figure 3
Cost of Production in the California Dairy Industry

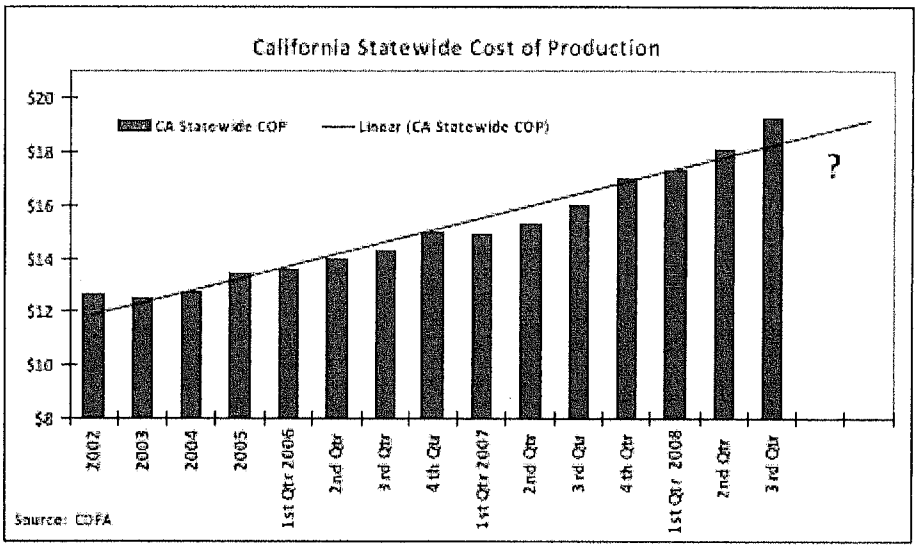

Source: California Department of Food and Agriculture, 2008

Labor Costs

There is a shortage of labor in the dairy industry. Many agricultural workers are looking for higher paying jobs in non-agricultural industries according to the CDFA, which makes it difficult for the dairy farmers to compete for labor and leads to increased labor costs.

The issue of immigration and compliance also leads to labor problems. As shown in Figure 4 there is significant difference in labor costs in the different milk-producing regions of California. In the chart, South Valley represents the counties of the Central Valley composed of Fresno, Kings, Tulare and Kern County. Overall labor costs are 25 percent higher in the Southern California region as compared to the statewide average.

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Figure 4 – Labor Costs, 2007

Labor Costs	North Coast	North Valley	South Valley	Southern California	2007 State Average
Per Hired Milker					
Hourly Cash Wage	$8.77	$10.29	$9.82	$12.38	$10.02
Hourly Perquisites (1)	1.84	2.24	0.95	1.49	1.40
Hourly Wage (2)	12.53	14.60	12.67	16.52	13.40
Per Hired Labor					
Hourly Cash Wage	8.87	10.88	11.36	13.79	11.18
Hourly Perquisites (1)	1.58	2.49	1.44	1.52	1.86
Hourly Wage (2)	12.40	15.56	14.94	18.18	15.21
Per All Hired					
Hourly Cash Wage	8.81	10.55	10.37	12.89	10.47
Hourly Wage (2)	12.48	15.03	13.48	17.12	14.10

(1) Includes Fair Market Value For Housing Supplied By Employer, Health Insurance, Meat, Etc.
(2) Includes Cash Wages, Perquisites, and Employment Taxes Paid by Employer

Source: *Cost of production, 2007, California Department of Food and Agriculture (CDFA)*

Water and Feed Costs

The San Bernardino County General Plan indicates that increasing cost of water is another reason for the conversion of agricultural land into other uses. Dairying itself does not need as much water, but increasing cost and lower supply of water affects the feed supply for dairy. Dairy producers rely on alfalfa produced in the state as the source for their feed supply. If production of alfalfa is curtailed, the dairy farmers will incur high costs in getting the feed from outside the area.

Waste Disposal Costs

It is estimated that the cows in Chino corrals[1] produce 500,000 tons of manure every year. With nearby farmland, encroached by urbanization, the cost of waste disposal increases, as distances to where the waste can be disposed increases, as well as the frequency of disposal that is required. As a result many farmers need to hire professional corral cleaners, which increases costs by up to $50,000 a year.

Commercial/Industrial and Residential Development Trends

With historic growth in commercial/industrial/residential demand throughout southern California over the past 50 years, there has been a consistent growth in residential and commercial/industrial development activity on former agricultural lands throughout Orange County, Los Angeles County and more recently into Riverside and San Bernardino County. Since 1990, the Inland Empire has seen population growth of over 1.5 million people, and it is projected to add another 75,000 people each year over the coming decade. In the City of Chino, there have been almost 4,000 new housing units

[1] An enclosure for confining livestock

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built since 2000, with median housing prices tripling by 2007 (still more than doubling after the dramatic 2008 market declines).

Industrial development in the West Inland Empire region has seen similar growth with inventory increasing by 40 percent, or 75 million square feet since 2000. In Chino the growth has been over 50 percent, with 13 million square feet built in past eight years.

As a result of these trends, average land prices in the Inland Empire have increased to over $300,000 per acre, which compares to Kern County land values of less than $50,000 per acre

See Appendix Exhibits A-1 through A-6 for detailed trends in Chino/Inland Empire population, employment, residential building permits, home prices, industrial markets and land prices. Exhibit A-7 illustrates land sales in Kern County over the past three years.

Conclusion

Agriculture is being been significantly impacted by numerous economic, political and regulatory factors. As a result over 100,000 acres of farmland has been taken out of service since 1990 and is being redeveloped for residential, commercial and industrial uses. With massively lower land costs and less regulation, dairy operators have been steadily moving out of the Inland Empire towards Central Valley, Barstow and Kern County.

Continued agricultural operations are not financially feasible in western San Bernardino County. Agricultural operations of all types will continue to decline as a result of the economic forces at work impacting land owners. Agricultural operator's business decisions to cease production in western San Bernardino County will continue to occur regardless of land use decisions made by local agencies. In other words, land designated for agricultural use has little impact on the continued declining agricultural trends in western San Bernardino County.

Respectfully submitted,

Thomas R. Jirovsky
Senior Managing Director

Attachment

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Exhibit A-1:

POPULATION, HOUSEHOLD & EMPLOYMENT TRENDS

City of Chino and Inland Empire Region, 1990 - 2028

	1990	2000	2008	2013	2018	2023	2028	
City of Chino								
Population	59,542	67,159	80,840	87,171	95,363	103,310	110,925	
Households	15,591	17,302	20,037	22,439	25,267	28,129	31,011	
Employment (1)	--	34,055	40,083	43,601	46,369	49,176	52,014	
Inland Empire								
Population	2,588,793	3,254,821	4,170,780	4,412,362	4,860,408	5,288,378	5,694,330	
Households	866,804	1,034,812	1,297,214	1,408,835	1,589,394	1,770,540	1,951,244	
Employment (1)	--	1,121,464	1,403,755	1,622,181	1,837,011	2,055,234	2,276,332	
Growth - #		**1990-2000**	**2000-08**	**2008-13**	**2013-18**	**2018-23**	**2023-28**	**2008-28 Total**
City of Chino								
Population		7,617	13,681	6,331	8,192	7,947	7,615	30,085
Households		1,711	2,735	2,402	2,828	2,862	2,882	10,974
Employment (1)		--	6,028	3,518	2,769	2,806	2,838	11,931
Inland Empire								
Population		666,028	915,959	241,582	448,046	427,970	405,952	1,523,550
Households		168,008	262,402	111,621	180,559	181,147	180,704	654,030
Employment (1)		--	282,291	218,426	214,830	218,223	221,097	872,577
Growth - % CAGR		**1990-2000**	**2000-08**	**2008-13**	**2013-18**	**2018-23**	**2023-28**	**2008-28**
City of Chino								
Population		1.2%	2.3%	1.5%	1.8%	1.6%	1.4%	1.6%
Households		1.0%	1.9%	2.3%	2.4%	2.2%	2.0%	2.2%
Employment (1)		--	2.1%	1.7%	1.2%	1.2%	1.1%	1.3%
Inland Empire								
Population		2.3%	3.1%	1.1%	2.0%	1.7%	1.5%	1.6%
Households		1.8%	2.9%	1.7%	2.4%	2.2%	2.0%	2.1%
Employment (1)		--	2.8%	2.9%	2.5%	2.3%	2.1%	2.4%

Sources: Southern California Association of Governments (SCAG); Claritas; and CBRE Consulting

(1) Daytime employment data available from the year 2000.

(2) Projections based on forecast growth rates in population, households and employment according to SCAG.

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Exhibit A-2:
RESIDENT EMPLOYMENT TRENDS BY INDUSTRY & OCCUPATION
US Census, 1990 and 2000

	City of Chino, California					Inland Empire Region, CA				
	1990		2000		Change	1990		2000		Change
	#	%	#	%	('90-'00)	#	%	#	%	('90-'00)
RESIDENT EMPLOYMENT BY INDUSTRY										
Agriculture, forestry, and fisheries	**995**	*4.0%*	**378**	*1.4%*	**-62.0%**	**36,314**	*3.4%*	**18,997**	*1.5%*	**-47.7%**
Construction	2,172	*8.6%*	1,904	*7.1%*	-12.3%	109,894	*10.2%*	105,268	*8.3%*	-4.2%
Manufacturing	5,062	*20.1%*	4,660	*17.3%*	-7.9%	161,282	*14.9%*	157,003	*12.4%*	-2.7%
Transportation, Communication & Utilities	1,921	*7.6%*	1,907	*7.1%*	-0.7%	79,357	*7.4%*	78,459	*6.2%*	-1.1%
Wholesale trade	1,148	*4.6%*	1,355	*5.0%*	18.0%	44,018	*4.1%*	48,574	*3.8%*	10.4%
Retail trade	4,324	*17.2%*	3,360	*12.5%*	-22.3%	191,714	*17.8%*	160,926	*12.7%*	-16.1%
Finance, insurance, and real estate	1,811	*7.2%*	1,772	*6.6%*	-2.2%	68,174	*6.3%*	71,208	*5.6%*	4.5%
Services	6,404	*25.4%*	10,402	*38.6%*	62.4%	333,481	*30.9%*	557,909	*44.1%*	67.3%
Public administration	1,344	*5.3%*	1,243	*4.6%*	-7.5%	55,394	*5.1%*	65,784	*5.2%*	18.8%
RESIDENT EMPLOYMENT BY OCCUPATION										
Managerial & professional specialty	5,777	*22.9%*	7,702	*28.5%*	33.3%	253,002	*23.4%*	353,835	*28.0%*	39.9%
Technical, sales, & administrative support	8,655	*34.4%*	7,920	*29.4%*	-8.5%	338,842	*31.4%*	343,542	*27.2%*	1.4%
Service occupations, excl. Farming	6,098	*24.2%*	3,649	*13.5%*	-40.2%	297,318	*27.5%*	210,174	*16.6%*	-29.3%
Farming, forestry, & fishing	**825**	*3.3%*	**230**	*0.9%*	**-72.1%**	**31,593**	*2.9%*	**12,539**	*1.0%*	**-60.3%**
Operators, fabricators, & laborers	3,826	*15.2%*	7,480	*27.7%*	95.5%	158,873	*14.7%*	344,038	*27.2%*	116.5%

Sources: US Census 1990 and 2000; and, CBRE Consulting

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Exhibit A-3:

RESIDENTIAL BUILDING PERMIT TRENDS

City of Chino and Inland Empire, 2003 - 2008 YTD

	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008 YTD (1)	Total
CITY OF CHINO											
Number of Units											
Single Family	208	97	213	290	133	461	548	1,530	270	233	3,983
2-4 Units	2	0	0	6	0	6	3	2	10	11	40
Over 5 Units	0	0	0	0	0	46	0	0	5	0	51
Total	**210**	**97**	**213**	**296**	**133**	**513**	**551**	**1,532**	**285**	**244**	**4,074**
INLAND EMPIRE											
Number of Units											
Single Family	18,776	18,824	23,588	29,876	35,965	43,029	43,911	33,001	15,807	5,723	268,500
2-4 Units	154	169	335	323	719	1,085	971	943	717	218	5,634
Over 5 Units	1,730	2,198	3,486	2,103	5,568	7,206	3,887	3,609	3,346	2,667	35,800
Total	**20,660**	**21,191**	**27,409**	**32,302**	**42,252**	**51,320**	**48,769**	**37,553**	**19,870**	**8,608**	**309,934**

Source: US Census Bureau; and CBRE Consulting

(1) Year-to-date figures are through November.

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Exhibit A-4:
SINGLE FAMILY DETACHED AND CONDOMINIUM RESALES AND MEDIAN PRICES
1999 - 2008 YTD

	1999	2000	2001	2002	2003	2004	2005	2006	2007	CAGR (1) 1999-2007	2008 YTD (2)
CITY OF CHINO											
Single Family Detached											
Number of Sales	771	742	734	824	807	812	892	638	383	-8.4%	390
Median Price	$165,000	$180,000	$200,000	$245,000	$293,000	$393,000	$468,000	$510,000	$493,000	14.7%	$348,828
Median Price per Sq. Ft.	$107	$117	$130	$150	$186	$242	$282	$316	$299	13.7%	$205
Condominium											
Number of Sales	176	177	249	227	270	297	249	199	114	-5.3%	75
Median Price	$89,000	$101,000	$213,000	$139,000	$172,000	$257,000	$350,000	$360,000	$349,000	18.6%	$220,000
INLAND EMPIRE (3)											
Single Family Detached											
Number of Sales	53,616	53,280	53,402	60,923	66,117	71,107	77,105	57,655	34,418	-5.4%	47,428
Median Price	$114,093	$127,093	$147,072	$169,301	$209,463	$279,000	$351,000	$384,000	$371,000	15.9%	$237,000
Median Price per Sq. Ft.	$80	$89	$100	$114	$139	$183	$225	$243	$219	13.4%	$129
Condominium											
Number of Sales	7,907	8,241	7,523	9,135	9,556	10,125	9,208	6,234	4,526	-6.7%	3,818
Median Price	$110,654	$125,616	$134,856	$156,656	$185,689	$246,000	$305,000	$324,000	$309,000	13.7%	$235,000

Source: DataQuick; and CBRE Consulting

(1) CAGR is the Compounded attached product.
(2) Through November of 2008.
(3) Counties of Riverside and San Bernardino.

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Exhibit A-5:

INDUSTRIAL MARKET TRENDS (Including Manufacturing, Warehouse/ Distribution and Flex/ R&D Space)

All Industrial Space, 2000 - 2008

Annual Trend by Market Area	SUPPLY				DEMAND				LEASE RATE ($/ SF/ Yr.) (1,2)
	Inventory Bldgs.	Inventory GLA (SF)	Vacancy Rate % (1)	SF Delivered	Availability Rate % (1)	Total Deals	Total SF Leased	SF Net Absorption	
CITY OF CHINO									
2000	700	26,193,974	6.3%	1,324,718	6.2%	48	2,837,298	2,066,088	$4.22
2001	740	29,556,952	9.1%	3,356,978	7.0%	69	3,992,191	1,143,131	4.23
2002	746	30,987,160	9.5%	1,430,208	6.7%	62	1,837,843	2,333,176	4.22
2003	759	31,808,016	6.9%	840,856	5.3%	70	3,269,765	1,233,039	4.28
2004	810	34,244,597	5.8%	2,436,581	4.8%	58	2,298,219	2,646,719	4.05
2005	839	35,806,075	6.0%	1,561,478	3.2%	49	4,086,926	1,408,611	4.37
2006	890	36,983,611	4.1%	1,177,536	3.2%	90	2,519,670	1,741,256	4.89
2007	920	37,807,715	3.5%	824,104	1.9%	79	3,439,874	1,253,582	5.27
2008	940	39,388,723	3.8%	1,532,073	3.0%	92	1,272,884	236,914	5.62
Total				**14,484,532**		617	25,554,670	14,062,516	
INLAND EMPIRE - WEST									
2000	4,525	182,350,197	7.0%	11,832,057	6.0%	327	20,719,392	11,652,452	$4.33
2001	4,647	196,559,678	9.1%	14,229,605	7.0%	386	16,767,690	7,590,465	4.10
2002	4,733	205,652,089	9.7%	9,112,241	8.0%	449	14,359,710	10,426,034	4.07
2003	4,846	212,236,879	8.1%	6,616,190	6.9%	420	17,009,833	8,889,859	4.10
2004	5,020	221,351,863	6.7%	9,114,984	5.1%	520	15,696,199	11,621,860	4.16
2005	5,193	231,106,533	5.9%	9,754,670	4.1%	428	17,533,422	9,322,643	4.37
2006	5,354	241,718,326	6.6%	10,693,858	5.2%	556	14,797,337	7,318,331	4.76
2007	5,517	247,095,120	4.9%	5,357,915	3.5%	492	18,765,295	10,781,364	5.28
2008	5,605	256,069,663	7.0%	8,902,188	6.3%	656	12,466,952	(807,685)	5.50
Total				**85,613,708**		4,234	148,115,830	76,795,323	

Sources: Costar Group Inc., 2008; and, CBRE Consulting

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Exhibit A-6:

LAND SALES IN THE CITY OF CHINO

5+ Acres' Land Sales, 2005 - 2008

	Property Location		Property Characteristics				Sales Characteristics		
#	Address	Property Name	Land Improvements	Zoning	Acres	Land SF	Sale Date	Sale Price	$/Acre
1	8649 Merrill Ave	Land			83.5	3,635,082	11/30/2006	$36,050,400	$432,000
2	8711 Pine Ave	Single Family Residence Site	Previously developed lot	LDR, Chino	51.3	2,233,321	4/17/2006	14,242,000	277,784
3	Bickmore Ave	Warehouse/distribution Site	Raw land	M2, Chino	33.2	1,444,014	10/4/2005	14,229,525	429,247
4	7851 Bickmore Ave	H & R Westra Dairy Land	Raw land	N/Av, Chino	27.7	1,206,612	6/30/2006	6,248,000	225,560
5	4619 Eucalyptus Ave	26.67 acres		C	26.7	1,161,745	11/9/2006	6,774,500	254,012
6	Riverside Dr	Single Family Residence Site	Not Available	N/Av, Chino	23.6	1,028,016	3/29/2006	4,250,000	180,085
7	Mountain Ave	M2 Zoned Acreage	Raw land	M2, Chino	19.1	832,919	11/4/2005	1,102,000	57,632
8	7850 Bickmore Ave	Mdr Zoned Land	None	MDR, Chino	18.8	817,246	10/5/2005	6,097,000	324,976
9	Kimball Ave	Lewis Preserve	Finished lot	PD, Chino	18.8	817,185	7/15/2005	11,300,000	602,346
10	4500 Chino Hills Pky	The Village At Chino Walk	Raw land	CO, Chino	12.8	558,439	2/10/2006	7,889,000	615,367
11	13945 Ramona Ave	Planned Industrial Development Site	Fully Improved Lot	M2, Chino	9.0	392,911	11/3/2005	935,000	103,659
12	7.19 Acres Mountain Ave				7.2	313,196	9/4/2007	725,000	100,835
13	15757 Mountain Ave				6.2	270,072	10/12/2006	5,075,000	818,548
14	Kimball Ave	58 Lot Condominums Site	Raw land	RD8, Chino	6.1	266,587	7/22/2005	7,431,000	1,214,217
15	12594 Roswell Ave		Previously developed lot	RD-20M	4.9	214,315	7/22/2005	1,100,000	223,577
16	13116-13142 Norton Ave	Residential Zoned Acreage		RS-1, SB County	4.8	211,004	9/19/2006	1,625,000	335,468
							Land Sales Avg.:		**$353,718**
							Land Sales Median:		**$301,380**

Sources: Costar Group Inc., 2008; and, CBRE Consulting

- The above is not an exhaustive list of sales. Only those sales greater than 5 acres in size with complete sale price information as reported by the Costar Group are presented.

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Exhibit A-7:

LAND SALES IN KERN COUNTY

Commercial, Industrial and Residential Land Sales, 2005 - 2008

	Property Location		Property Characteristics				Sales Characteristics		
#	Address in City of Chino	City	Property Name/ Land Imp.	Zoning	Acres	Land SF	Sale Date	Sale Price	$/ Acre
1	SE Elmo Hwy @ Elmo Hwy & Browning Rd	Mc Farland	Falcon Heights		135.0	5,880,600	11/15/2007	$2,142,000	$15,867
2	Pacheco Rd	Bakersfield	Vacant Land 67.57 Acres	M-3, Bakersfield	67.6	2,943,349	10/10/2008	2,500,000	36,999
3	1234 Willow Springs Rd	Mojave			40.0	1,742,400	12/19/2008	128,000	3,200
4	Scofield Rd	Wasco	Wasco Valley Rose - vacant land		40.0	1,742,400	9/29/2006	1,999,582	49,990
5	Mojave Tropical Rd	Rosamond			40.0	1,742,400	6/7/2007	335,000	8,375
6	NW Hanawalt Ave @ Hanawalt & Mast Ave	Mc Farland	Sierra Springs		38.2	1,665,655	11/15/2007	599,000	15,665
7	16701 Brimhall Rd	Bakersfield		E-1 RS, Bakersfield	35.0	1,524,164	12/7/2007	2,000,000	57,159
8	17174 Highway 14	Mojave		M-2	34.4	1,496,286	2/22/2008	550,000	16,012
9	4057-4061 Industrial Pky	Lebec	Tejon Industrial Complex - Bldg. U.C.		23.8	1,034,550	7/1/2008	2,500,000	105,263
10	College Heights Blvd @ Kendall Avenue	Ridgecrest	Villas at College Heights		22.7	988,812	3/22/2007	2,300,000	101,322
11	Stockdale Hwy @ Heath	Bakersfield		Commercial	20.0	871,200	5/1/2007	3,600,000	180,000
12	Archibald Ave	Maricopa	Parcel 4		20.0	871,200	4/20/2007	165,000	8,250
13	Johnson Rd @ Driver	Bakersfield		A-1	20.0	871,200	9/11/2007	1,000,000	50,000
14	Wheeler Ridge Rd @ Creekside Dr.	Arvin	Wheeler Ridge Site		19.5	847,242	11/17/2008	379,990	19,537
15	132 White Ln	Bakersfield	3 Buildings apx 2,555 SF	Light Industrial	15.5	673,002	11/28/2007	1,300,000	84,142
16	Avenue A & 120th W	Rosamond	no zoning restrictions		14.5	631,620	1/24/2007	125,000	8,621
17	Henry Rd	Taft		M-2	14.3	620,730	2/5/2008	505,000	35,439
18	NWC McCutchen & Gosford Rd	Bakersfield		C2	10.0	435,600	6/15/2007	2,275,000	227,500
19	Compagnoni St	Bakersfield			10.0	435,600	9/21/2007	650,000	65,000
20	Mercedes Blvd	California City	10 Acres	R2.5	10.0	435,600	5/4/2007	25,000	2,500
21	Redrock Randsburg Rd	North Edwards	Vacant Land-10 Acres		10.0	435,600	5/26/2006	20,000	2,000
22	Eucalyptus Dr (2 Properties)	Bakersfield	Multi-Property Sale		9.6	418,176	11/9/2007	980,000	102,083
23	5901 Mills Rd	Bakersfield	Mills Road Land		8.8	381,150	9/12/2007	820,000	93,714
24	S China Lake Blvd @ Bowmen Ave.	Ridgecrest	NEC of S. China Lake @ Bowman	GC, Ridgecrest	6.9	302,306	7/3/2008	1,500,000	216,139
25	1245 Kern St	Taft			6.4	279,655	8/31/2007	200,000	31,153
26	N Norma St @ West Ward Avenue	Ridgecrest		R-2	6.0	259,618	10/4/2006	420,000	70,470
27	W Day Ave @ Airport Drive	Bakersfield			5.8	250,470	10/4/2007	1,300,000	226,087
				Residential Land Sales Avg.:					**$44,347**
				Residential Land Sales Median:					**$49,990**

Sources: Costar Group Inc., 2008; and, CBRE Consulting

- The above is not an exhaustive list of sales. Only those sales greater than 5 acres in size with complete sale price information as reported by the Costar Group are presented.

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March 18, 2009

Matt Englhard
Regional Development Officer
First Industrial Realty Trust, Inc.
114 Pacifica, Suite 220
Irvine, CA 92618

Re: Economic Viability of Agriculture in the East Inland Empire

Dear Mr. Englhard:

Per your request CBRE Consulting has examined the economic and market trends affecting agriculture operations throughout California, with particular attention to the specific challenges relative to the communities of Perris and Sun City in eastern Riverside County area of the Inland Empire.

Founded in 1978 as Sedway Group, CBRE Consulting is a nationally recognized full-service real estate and urban economics consulting firm with offices in Los Angeles and San Francisco. CBRE brings a multi-disciplined approach to property evaluation of all major land use types. CBRE specializes in real estate market analysis, economic development studies for residential, commercial and industrial projects throughout California and the western United States.

BACKGROUND

The Inland Empire once held the largest concentration of dairies and supporting agriculture (e.g., alfalfa farming) in the world. This region is now facing tremendous urbanization and development pressures. The agricultural land is continually declining in the Inland Empire. According to the State of California, Department of Conservation, Riverside County lost 50,000 acres of farmland from 1990 through 2002. San Bernardino County lost 47,000 acres in prime farmland over the same period.

For this analysis, CBRE performed an extensive internet/literature search relative to the economics of agricultural and dairy farming to understand the economic and other challenges to continued agriculture uses in the Inland Empire. CBRE also gathered relevant demographic, real estate and other economic data to illustrate historic and projected land use trends near Perris and the eastern Inland Empire.

There are many factors which demonstrate the infeasibility of agriculture production in Eastern Inland Empire, resulting in many dairy operators and supporting agricultural operations moving to Kern County.

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- Urbanization in the Inland Empire, resulting in dramatically increasing land prices,
- Higher water and labor costs;
- Environmental regulation (insects, odors, ground water contamination and solid waste removal) and,
- Competition from Kern County and the Central Valley with lower land costs and reduced regulations

1. **Increasing Land Values**
   Due to competing land uses, land prices have increased dramatically in the area in excess of $250,000 per acre. It has become more profitable for farmers to sell their land for a premium and relocate to a different area. The adoption of various General Plans in the Inland Empire emphasizing significant residential and commercial development have also encouraged the farmers to sell their land and relocate.

2. **Conflicts between Urban Neighbors and Dairy Farms**
   The proximity of agriculture and urban development in the Inland Empire region bring with it many conflicts. There is an increase in the land use incompatibility with nuisance complaints from the urban neighbors regarding flies, farm odors, early morning noise, and also water and air pollution. The farmers also face pressures due to increased water and land-use restrictions.

3. **Increasingly Stringent Environmental Regulations**
   The Region 8 Water Board, which encompasses Perris, was among the first to develop environmental regulations to control dairy operations, with increasing restrictions imposed in 1994, 1999 and 2004, as the proximity of urban neighborhoods, contamination of ground water and air pollution started raised more concerns.

4. **Competition from Central Valley**
   The dairy farmers in the Inland Empire face stiff competition from the farmers in the Central Valley because of high operating costs, including high feed costs and the cost of manure disposal.

   A study published in Agriculture and Resource Economics Review in 2008 demonstrated the effect of environmental regulations over time and the growth in dairy industries, attributed to the cheap land and relatively weak regulations in the Central Valley.

   According to CDFA, milk production has declined by approximately 45 percent in Riverside County between 2002 and 2007, while production increased by 88 percent in Kern County.

   Figures 1 and 2 on the following page show trends in the number of milk cows in the Central Valley (Region 5) as compared to the loss in Region 8 from 1980 to 2008.

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Figure: 1
Milk Cows in Counties of Region 5 Central Valley

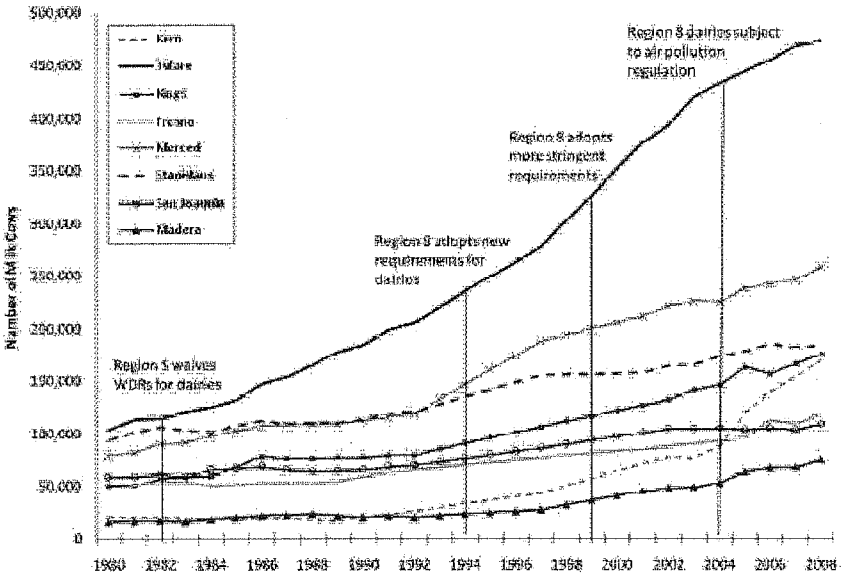

Source: Steeringer and Hogle, 2008

Figure: 2
Milk Cows in Region 8 – Inland Empire

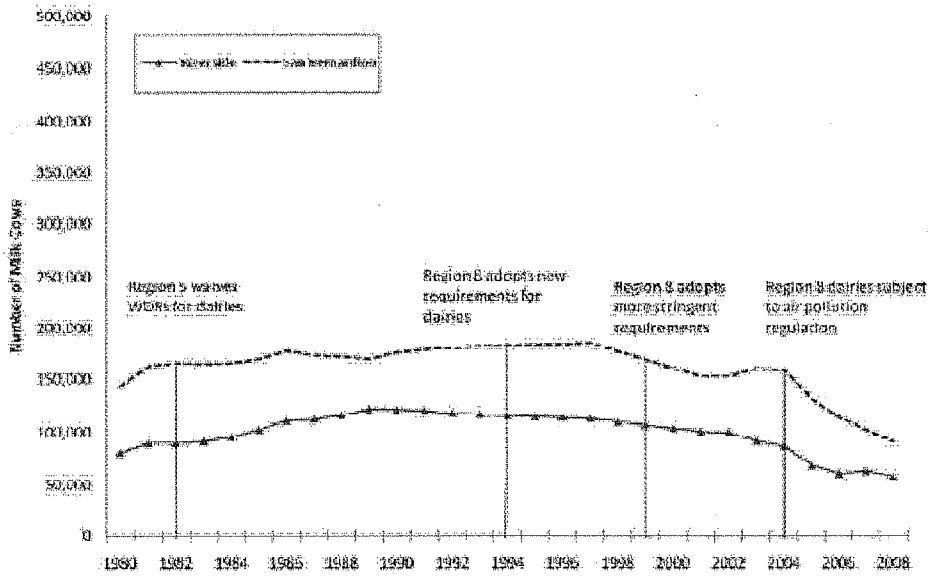

Source: Steeringer and Hogle, 2008

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The Central Valley farmers also face few development pressures as compared to the Inland Empire and they benefit from diverse farm economy. For example, the farmers use dairy waste to fertilize their own crops or of the neighbors. They also use agricultural waste from neighboring farms as feed. This reduces their waste disposal and feed costs.

5. Operating Costs

According to the CDFA, production costs in dairy industry have risen by 50 percent since 2002 in California, putting more pressure on dairy farmers to cut other costs. Figure 3 below shows the growth in cost of production per CWT from 2002 to 3rd quarter 2008.

Figure 3
Cost of Production in the California Dairy Industry

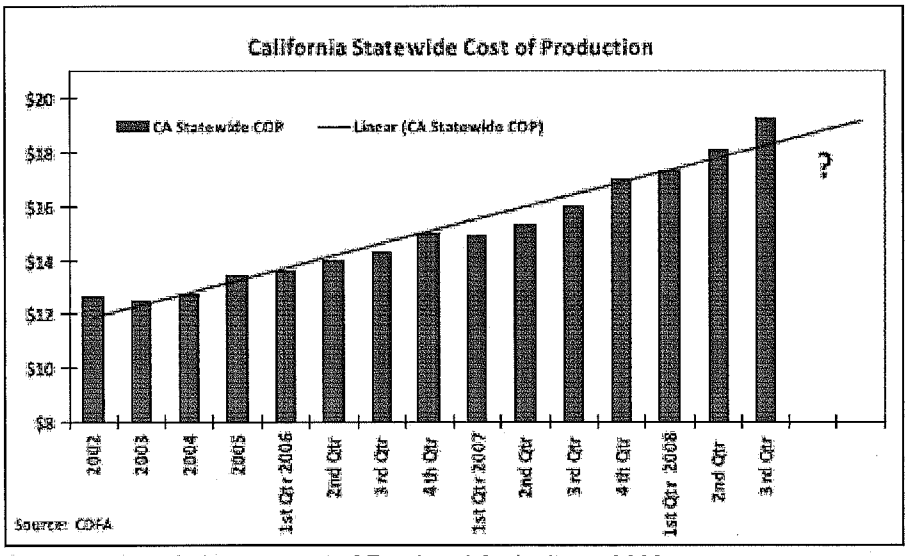

Source: California Department of Food and Agriculture, 2008

Labor Costs

There is a shortage of labor in the dairy industry. Many agricultural workers are looking for higher paying jobs in non-agricultural industries according to the CDFA, which makes it difficult for the dairy farmers to compete for labor and leads to increased labor costs.

The issue of immigration and compliance also leads to labor problems. As shown in Figure 4 there is significant difference in labor costs in the different milk-producing regions of California. In the chart, South Valley represents the counties of the Central Valley composed of Fresno, Kings, Tulare and Kern County. Overall labor costs are 25 percent higher in the Southern California region as compared to the statewide average.

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Figure 4 – Labor Costs, 2007

Labor Costs	North Coast	North Valley	South Valley	Southern California	2007 State Average
Per Hired Milker					
Hourly Cash Wage	$8.77	$10.29	$9.82	$12.38	$10.02
Hourly Perquisites (1)	1.84	2.24	0.95	1.49	1.40
Hourly Wage (2)	12.53	14.60	12.67	16.52	13.40
Per Hired Labor					
Hourly Cash Wage	8.87	10.88	11.36	13.79	11.18
Hourly Perquisites (1)	1.58	2.49	1.44	1.52	1.86
Hourly Wage (2)	12.40	15.56	14.94	18.18	15.21
Per All Hired					
Hourly Cash Wage	8.81	10.55	10.37	12.89	10.47
Hourly Wage (2)	12.48	15.03	13.48	17.12	14.10

(1) Includes Fair Market Value For Housing Supplied By Employer, Health Insurance, Meat, Etc.
(2) Includes Cash Wages, Perquisites, and Employment Taxes Paid by Employer

Source: *Cost of production, 2007, California Department of Food and Agriculture (CDFA)*

Water and Feed Costs

Increasing cost of water is another reason for the conversion of agricultural land into other uses. Dairying itself does not need as much water, but increasing cost and lower supply of water affects the feed supply for dairy. Dairy producers rely on alfalfa produced in the state as the source for their feed supply. If production of alfalfa is curtailed, the dairy farmers will incur high costs in getting the feed from outside the area.

Waste Disposal Costs

The livestock at dairy farms produce significant tonnage of manure every year. With nearby farmland, encroached by urbanization, the cost of waste disposal increases, as distances to where the waste can be disposed increases, as well as the frequency of disposal that is required. As a result many farmers need to hire professional corral cleaners, which increases costs by up to $50,000 a year.

Commercial/Industrial and Residential Development Trends

With historic growth in commercial/industrial/residential demand throughout southern California over the past 50 years, there has been a consistent growth in residential and commercial/industrial development activity on former agricultural lands throughout Orange County, Los Angeles County and more recently into Riverside and San Bernardino County. Since 1990, the Inland Empire has seen population growth of over 1.5 million people, and it is projected to add another 75,000 people each year over the coming decade. In the City of Perris, there have been almost 4,500 new housing units built since 2000, with median housing prices more than tripling by 2007, and still nearly doubling after the dramatic 2008 market declines.

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Industrial development in the East Inland Empire region has seen similar growth with inventory increasing by 60 percent, or 92 million square feet since 2000. In Perris the growth has been nearly 100 percent, with 5 million square feet built in past eight years.

As a result of these trends, average land prices in the Inland Empire have increased to over $250,000 per acre, which compares to Kern County land values of less than $50,000 per acre

See Appendix Exhibits A-1 through A-6 for detailed trends in Perris/Inland Empire population, employment, residential building permits, home prices, industrial markets and land prices. Exhibit A-7 illustrates land sales in Kern County over the past three years.

Conclusion

Agriculture is being been significantly impacted by numerous economic, political and regulatory factors. As a result over 100,000 acres of farmland has been taken out of service since 1990 and is being redeveloped for residential, commercial and industrial uses. With lower land costs and less regulation, dairy operators and supporting agricultural uses such as dry farming and alfalfa production have been steadily moving out of the Inland Empire towards Central Valley, Barstow and Kern County.

Continued agricultural operations are not financially feasible in the Perris/eastern Riverside County region. Agricultural operations of all types will continue to decline as a result of the economic forces at work impacting land owners. Agricultural operator's business decisions to cease production will continue to occur regardless of land use decisions made by local agencies. In other words, land designated for agricultural use has little impact on the continued declining agricultural trends in Perris/eastern Riverside County.

Respectfully submitted,

Thomas R. Jirovsky
Senior Managing Director

Attachment

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Exhibit A-1:

POPULATION, HOUSEHOLD & EMPLOYMENT TRENDS

City of Perris and Inland Empire Region, 1990 - 2029

	1990	2000	2009	2014	2019	2024	2029	
City of Perris								
Population	22,202	36,189	54,592	62,440	69,956	77,175	83,601	
Households	6,848	9,652	14,160	16,300	18,032	19,808	21,616	
Employment (1)	--	11,715	17,332	19,042	20,108	22,194	24,810	
Inland Empire								
Population	2,588,793	3,254,821	4,170,780	4,505,315	4,950,365	5,373,155	5,774,903	
Households	866,804	1,034,812	1,297,214	1,445,415	1,626,549	1,807,342	1,988,035	
Employment (1)	--	1,121,464	1,450,397	1,665,604	1,881,342	2,099,942	2,321,648	
Growth - #		**1990-00**	**2000-09**	**2009-14**	**2014-19**	**2019-24**	**2024-29**	**2009-29 Total**
City of Perris								
Population		13,987	18,403	7,848	7,516	7,219	6,426	29,009
Households		2,804	4,508	2,140	1,732	1,776	1,808	7,456
Employment (1)		--	5,617	1,710	1,066	2,086	2,616	7,478
Inland Empire								
Population		666,028	915,959	334,535	445,050	422,791	401,748	1,604,123
Households		168,008	262,402	148,201	181,134	180,793	180,693	690,821
Employment (1)		--	328,933	215,207	215,738	218,600	221,706	871,251
Growth - % CAGR		**1990-00**	**2000-09**	**2009-14**	**2014-19**	**2019-24**	**2024-29**	**2009-29**
City of Perris								
Population		5.0%	4.7%	2.7%	2.3%	2.0%	1.6%	2.2%
Households		3.5%	4.4%	2.9%	2.0%	1.9%	1.8%	2.1%
Employment (1)		--	4.4%	1.9%	1.1%	2.0%	2.3%	1.8%
Inland Empire								
Population		2.3%	2.8%	1.6%	1.9%	1.7%	1.5%	1.6%
Households		1.8%	2.5%	2.2%	2.4%	2.1%	1.9%	2.2%
Employment (1)		--	2.9%	2.8%	2.5%	2.2%	2.0%	2.4%

Sources: Southern California Association of Governments (SCAG); Claritas; and CBRE Consulting

(1) Daytime employment data available from the year 2000.

(2) Projections based on forecast growth rates in population, households and employment according to SCAG.

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Exhibit A-2:
RESIDENT EMPLOYMENT TRENDS BY INDUSTRY & OCCUPATION
US Census, 1990 and 2000

	City of Perris, California					Inland Empire Region, CA				
	1990		2000		Change	1990		2000		Change
	#	%	#	%	('90-'00)	#	%	#	%	('90-'00)
RESIDENT EMPLOYMENT BY INDUSTRY										
Agriculture, forestry, and fisheries	**389**	*5.0%*	**97**	*0.8%*	**-75.1%**	**36,314**	*3.4%*	**18,997**	*1.5%*	**-47.7%**
Construction	965	*12.4%*	1,352	*11.3%*	40.1%	109,894	*10.2%*	105,268	*8.3%*	-4.2%
Manufacturing	1,668	*21.4%*	2,233	*18.7%*	33.9%	161,282	*14.9%*	157,003	*12.4%*	-2.7%
Transportation, Communication & Utilities	484	*6.2%*	634	*5.3%*	31.0%	79,357	*7.4%*	78,459	*6.2%*	-1.1%
Wholesale trade	242	*3.1%*	474	*4.0%*	95.9%	44,018	*4.1%*	48,574	*3.8%*	10.4%
Retail trade	1,274	*16.3%*	1,563	*13.1%*	22.7%	191,714	*17.8%*	160,926	*12.7%*	-16.1%
Finance, insurance, and real estate	400	*5.1%*	408	*3.4%*	2.0%	68,174	*6.3%*	71,208	*5.6%*	4.5%
Services	2,019	*25.9%*	4,653	*39.0%*	130.5%	333,481	*30.9%*	557,909	*44.1%*	67.3%
Public administration	357	*4.6%*	520	*4.4%*	45.7%	55,394	*5.1%*	65,784	*5.2%*	18.8%
RESIDENT EMPLOYMENT BY OCCUPATION										
Managerial & professional specialty	1,357	*17.4%*	2,110	*17.7%*	55.5%	253,002	*23.4%*	353,835	*28.0%*	39.9%
Technical, sales, & administrative support	2,042	*26.2%*	2,967	*24.9%*	45.3%	338,842	*31.4%*	343,542	*27.2%*	1.4%
Service occupations, excl. Farming	2,327	*29.8%*	2,071	*17.4%*	-11.0%	297,318	*27.5%*	210,174	*16.6%*	-29.3%
Farming, forestry, & fishing	**345**	*4.4%*	**52**	*0.4%*	**-84.9%**	**31,593**	*2.9%*	**12,539**	*1.0%*	**-60.3%**
Operators, fabricators, & laborers	1,727	*22.1%*	4,734	*39.7%*	174.1%	158,873	*14.7%*	344,038	*27.2%*	116.5%

Sources: US Census 1990 and 2000; and, CBRE Consulting

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Exhibit A-3:
RESIDENTIAL BUILDING PERMIT TRENDS
City of Perris and Inland Empire, 10-Year Trends

	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	Total
CITY OF PERRIS											
Number of Units											
Single Family	186	9	145	492	1,269	1,573	1,746	812	599	107	6,938
2-4 Units	4	8	0	0	0	0	0	0	0	0	12
Over 5 Units	76	62	0	186	0	0	0	0	96	0	420
Total	**266**	**79**	**145**	**678**	**1,269**	**1,573**	**1,746**	**812**	**695**	**107**	**7,370**
INLAND EMPIRE											
Number of Units											
Single Family	18,776	18,824	23,588	29,876	35,965	43,029	43,911	33,001	15,807	5,723	268,500
2-4 Units	154	169	335	323	719	1,085	971	943	717	218	5,634
Over 5 Units	1,730	2,198	3,486	2,103	5,568	7,206	3,887	3,609	3,346	2,667	35,800
Total	**20,660**	**21,191**	**27,409**	**32,302**	**42,252**	**51,320**	**48,769**	**37,553**	**19,870**	**8,608**	**309,934**

Source: US Census Bureau; and CBRE Consulting

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Exhibit A-4:
SINGLE FAMILY DETACHED AND CONDOMINIUM RESALES AND MEDIAN PRICES
1999 - 2008 YTD

	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	CAGR(1) 1999-2008
CITY OF PERRIS											
Single Family Detached											
Number of Sales	1,042	970	919	976	1,069	1,166	1,657	1,466	638	1,670	5.4%
Median Price	$81,246	$94,597	$116,899	$133,884	$170,564	$241,973	$326,336	$372,010	$348,354	$183,635	9.5%
Median Price per Sq. Ft.	$62	$72	$87	$101	$126	$178	$224	$240	$207	$96	5.1%
Condominium											
Number of Sales	0	0	0	0	1	0	0	0	0	6	n.a.
Median Price	$0	$0	$0	$0	$140	$0	$0	$0	$0	$138	n.a.
INLAND EMPIRE (2)											
Single Family Detached											
Number of Sales	53,616	53,280	53,402	60,923	66,117	71,107	77,105	57,655	34,418	53,947	0.1%
Median Price	$114,093	$127,093	$147,072	$169,301	$209,463	$279,000	$351,000	$384,000	$371,000	$231,000	8.2%
Median Price per Sq. Ft.	$80	$89	$100	$114	$139	$183	$225	$243	$219	$125	5.0%
Condominium											
Number of Sales	7,907	8,241	7,523	9,135	9,556	10,125	9,208	6,234	4,526	4,095	-7.1%
Median Price	$110,654	$125,616	$134,856	$156,656	$185,689	$246,000	$305,000	$324,000	$309,000	$220,000	7.9%

Source: DataQuick; and CBRE Consulting

(1) CAGR is the Compounded annual growth rate.
(2) Counties of Riverside and San Bernardino.

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Exhibit A-5:

INDUSTRIAL MARKET TRENDS (Including Manufacturing, Warehouse/ Distribution and Flex/ R&D Space)

All Industrial Space, 2000 - 2008

Annual Trend by Market Area	SUPPLY				DEMAND				LEASE RATE ($/SF/Yr.) (1,2)
	Inventory Bldgs.	Inventory GLA (SF)	Vacancy Rate % (1)	SF Delivered	Availability Rate % (1)	Total Deals	Total SF Leased	SF Net Absorption	
CITY OF PERRIS SUB-MARKET									
2000	141	5,373,641	0.6%	38,110	0.6%	1	1,272,500	51,860	$4.88
2001	146	7,076,631	1.7%	1,702,990	1.6%	1	20,350	1,606,362	5.64
2002	146	7,076,631	2.1%	0	1.4%	2	115,960	5,509	4.68
2003	147	7,125,503	2.2%	48,872	2.2%	2	65,303	28,429	5.11
2004	150	7,381,220	1.0%	255,717	0.7%	0	17,800	367,551	n.a.
2005	153	7,595,862	0.9%	214,642	0.9%	2	2,500	165,460	n.a.
2006	157	7,663,213	1.3%	67,351	1.3%	3	3,458	4,173	5.72
2007	175	9,666,032	8.8%	2,002,819	8.7%	5	1,760,642	1,768,468	7.08
2008	206	10,458,307	11.1%	792,275	11.1%	13	38,674	(339,813)	6.74
Total				**5,122,776**		29	3,297,187	3,657,999	
INLAND EMPIRE - EAST MARKET									
2000	5,002	150,133,588	3.9%	6,630,360	3.6%	312	10,892,596	7,668,578	$6.50
2001	5,076	157,202,306	3.9%	7,068,718	3.1%	355	7,684,689	6,501,787	4.68
2002	5,182	161,820,506	4.3%	4,582,653	3.8%	404	6,636,531	2,394,637	4.57
2003	5,269	167,822,636	5.0%	6,098,659	4.3%	387	9,055,454	5,240,209	4.59
2004	5,470	176,211,830	4.6%	8,389,194	3.1%	500	8,017,923	9,626,436	4.98
2005	5,725	188,313,075	4.6%	12,120,753	3.6%	470	7,611,452	8,938,859	5.01
2006	6,055	208,029,558	7.5%	19,691,663	5.7%	545	13,195,412	13,006,436	5.90
2007	6,291	226,876,355	8.4%	18,563,797	7.5%	624	17,026,809	16,405,909	6.28
2008	6,541	242,869,862	13.0%	15,234,949	12.0%	996	12,632,717	1,932,294	5.71
Total				**98,380,746**		4,593	92,753,583	71,715,145	

Sources: Costar Group Inc., 2008; and, CBRE Consulting

(1) The sub-market is defined as a 5-mile radius from the City Hall and includes the entire City of Perris.

(2) Inland Empire East market, which comprises the City of Perris per Costar definition, also includes the Coachella Valley, Corona, East San Bernardino, Riverside, South Riverside and Outlying San Bernardino sub-markets.

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Exhibit A-6:
LAND SALES IN THE CITY OF PERRIS SUB-MARKET
5+ Acres Land Sales, 2006 - 2009

	Property Location		Property Characteristics					Sales Characteristics		
#	Address	Property Name	Land Improvements	Type	Zoning	Acres	Land SF	Sale Date	Sale Price	$/ Acre
1	Lukens Ln			Commercial	M3	36.7	1,599,087	9/21/2007	$500,000	$13,620
2	Nuevo Rd @ I-215	Nuevo & A St.		Commercial		6.0	261,360	7/27/2007	1,833,000	305,500
3	Dawson Rd @ San Jacinto			Commercial	RR	14.4	628,570	6/13/2007	1,734,000	120,166
4	Ethanac Rd @ McPherson r	5.0 Acres		Commercial	Commercial Commuity	5.0	217,800	5/17/2007	1,250,000	250,000
5	Nuevo Rd @ I-215	Nuevo & A St.		Commercial		6.0	261,360	5/10/2007	653,400	108,900
6	Morgan St	Hold For Development Site	Raw land	Commercial	CC, Perris	6.2	268,329	2/7/2007	1,895,000	307,631
7	9.24 acres Nuevo Rd	Vacant Land	None	Commercial	LI	9.2	402,494	1/24/2007	1,600,000	173,160
8	Old Nuevo Rd @ Perris Blvd		None	Commercial	C1	7.8	341,510	1/2/2007	4,960,000	632,654
9	23040 Rider St			Commercial		7.3	318,423	12/7/2006	875,000	119,699
10	Palomar Rd @ McLaughlin Rd			Commercial		18.2	794,098	11/15/2006	1,700,000	93,253
11	23641 Placentia Ave	Zoned Acreage	Not Available	Commercial	RR	9.5	412,077	9/5/2006	900,000	95,138
12	Redlands Ave	Sp Zoned Acreage	Raw land	Commercial	SP, Perris	20.7	901,774	8/25/2006	3,500,000	169,067
13	Citrus Ave	CC Zoned Acreage	Raw land	Commercial	CC, Perris	38.4	1,670,765	6/29/2006	7,087,000	184,771
14	Cajalco Rd	Acreage	Raw land	Commercial	N/Av, Riverside Co.	13.3	580,219	6/14/2006	2,800,000	210,210
15	23772 Water St	Indacochea Sheep Farm	Not Available	Commercial	N/Av	9.7	420,354	6/6/2006	1,650,000	170,984
16	28067 State Highway 74	Rr Zoned Acreage	Raw land	Commercial	RR, Riverside Co.	5.2	227,383	5/23/2006	1,275,000	244,253
17	Markham St	Unknown Site	Raw land	Commercial	A102, Riverside	9.7	422,967	3/3/2006	1,150,000	118,435
								Commercial Average:		**$158,336**
								Commercial Median:		**$170,984**
18	Mountain Ave	Future Cemex Location		Industrial	GI	5.0	218,235	12/5/2008	1,819,837	363,242
19	355 W Markham St	22.25 acres		Industrial	RA	22.4	977,050	5/20/2008	5,446,960	242,843
20	24390 Nuevo Rd		None	Industrial	IP	6.0	261,360	11/8/2007	1,090,000	181,667
21	Rider St @ Redlands Ave	17.1 Acres		Industrial	M1, RA	17.1	744,876	6/26/2007	3,550,000	207,602
22	Webster Ave @ Morgan St	6.0-Acres Vacant Land		Industrial		6.0	261,360	3/9/2007	1,895,000	315,833
23	24345 Citrus Ave	First Park Nuevo Rd Phase I	None	Industrial	M-H	16.2	707,414	3/9/2007	6,366,730	392,040
24	23121 Cajalco Rd	6.91 ac		Industrial	MSC	6.9	300,999	11/20/2006	2,521,500	364,907
25	Mountain Ave	Finished Land Parcels		Industrial	GI	19.2	838,094	10/4/2006	4,350,000	226,092
26	Cajalco Expy @ 215 Freew	10.42 Acre Industrial Park Site		Industrial	M-SC, Riverside	10.4	453,895	9/13/2006	2,500,000	239,923
27	24475 Markham St	Planned Industrial Development Site	Previously developed lot	Industrial	LI, Perris	9.1	396,901	7/18/2006	2,778,000	304,886
28	Ramona Expy	Planned Industrial Development Site	Raw land	Industrial	LI, Perris	9.2	399,880	7/12/2006	1,999,500	217,811
29	Indian Ave	Planned Industrial Development Site	Raw land	Industrial	MSC, Perris	8.4	366,661	6/30/2006	2,099,500	249,424
30	Perry St	Planned Unit Development Site	Raw land	Industrial	LI, Perris	9.1	396,901	6/30/2006	1,954,000	214,452
31	4244 Perry St	Planned Industrial Development Site	Raw land	Industrial	LI, Perris	18.2	793,798	6/30/2006	5,562,000	305,217
32	24392 Nance St	Auto Salvage Yard Site	Raw land	Industrial	GI, Perris	9.1	395,960	6/14/2006	2,079,000	228,713
33	Perry St	Planned Unit Development Site	Raw land	Industrial	LI, Perris	8.8	384,634	6/9/2006	2,308,000	261,382
34	Markham St	Planned Unit Development Site	Raw land	Industrial	LI, Perris	9.1	396,901	5/31/2006	2,600,000	285,351
35	Harvill Ave	M-Sc Zoned Acreage	Raw land	Industrial	L1	20.8	903,870	5/9/2006	3,358,500	161,855
36	Mapes Rd	Gi Zoned Acreage	Raw land	Industrial	GI, Perris	5.9	258,746	5/8/2006	1,113,000	187,374
37	Rider St	Planned Industrial Development Site	Raw land	Industrial	LI, Perris	16.3	709,592	3/15/2006	3,550,000	217,925
								Industrial Average:		**$252,529**
								Industrial Median:		**241,383**

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Exhibit A-6: ..... Continued.....

LAND SALES IN THE CITY OF PERRIS SUB-MARKET

5+ Acres' Land Sales, 2006 - 2009

	Property Location		Property Characteristics					Sales Characteristics		
#	Address	Property Name	Land Improvements	Type	Zoning	Acres	Land SF	Sale Date	Sale Price	$/ Acre
38	Barnett Rd @ McLughlin Road			Residential	RR	42.3	1,842,587	11/14/2006	4,600,000	108,747
39	Evans Rd			Residential		12.8	558,874	9/27/2006	885,000	68,979
40	Evans Rd	R6000 Zoned Acreage	Raw land	Residential	R6000	12.8	558,874	8/25/2006	885,500	69,018
41	Nuevo Rd	A1 Zoned Acreage	Not Available	Residential	CC & R14	29.8	1,298,523	5/24/2006	2,700,000	90,574
42	Dockery Ln	Residential Zoned Acreage	Raw land	Residential	N/Av, Perris	6.0	259,617	4/19/2006	1,050,000	176,175
43	Dockery Ln	Residential Zoned Acreage	Raw land	Residential	N/Av, Perris	9.7	420,789	4/19/2006	1,750,000	181,160
								Residential Average:		**$104,687**
								Residential Median:		**99,660**
								All Land Sales Average:		**$186,228**
								All Land Sales Median:		**210,210**

Sources: Costar Group Inc., 2009; and, CBRE Consulting

(1) The sub-market is defined as a 5-mile radius from the City Hall and includes the entire City of Perris.

(2) The above is not an exhaustive list of sales. Only those sales greater than 5 and up to 50 acres in size with complete sale price information as reported by the Costar Group are presented.

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Exhibit A-7:

LAND SALES IN KERN COUNTY

Commercial, Industrial and Residential Land Sales, 2006 - 2008

	Property Location		Property Characteristics				Sales Characteristics		
#	Address in City of Chino	City	Property Name/Land Imp.	Zoning	Acres	Land SF	Sale Date	Sale Price	$/Acre
1	SE Elmo Hwy @ Elmo Hwy & Browning Rd	Mc Farland	Falcon Heights		135.0	5,880,600	11/15/2007	$2,142,000	$15,867
2	Pacheco Rd	Bakersfield	Vacant Land 67.57 Acres	M-3, Bakersfield	67.6	2,943,349	10/10/2008	2,500,000	36,999
3	1234 Willow Springs Rd	Mojave			40.0	1,742,400	12/19/2008	128,000	3,200
4	Scofield Rd	Wasco	Wasco Valley Rose - vacant land		40.0	1,742,400	9/29/2006	1,999,582	49,990
5	Mojave Tropical Rd	Rosamond			40.0	1,742,400	6/7/2007	335,000	8,375
6	NW Hanawalt Ave @ Hanawalt & Mast Ave	Mc Farland	Sierra Springs		38.2	1,665,655	11/15/2007	599,000	15,665
7	16701 Brimhall Rd	Bakersfield		E-1 RS, Bakersfield	35.0	1,524,164	12/7/2007	2,000,000	57,159
8	17174 Highway 14	Mojave		M-2	34.4	1,496,286	2/22/2008	550,000	16,012
9	4057-4061 Industrial Pky	Lebec	Tejon Industrial Complex - Bldg. U.C.		23.8	1,034,550	7/1/2008	2,500,000	105,263
10	College Heights Blvd @ Kendall Avenue	Ridgecrest	Villas at College Heights		22.7	988,812	3/22/2007	2,300,000	101,322
11	Stockdale Hwy @ Heath	Bakersfield		Commercial	20.0	871,200	5/1/2007	3,600,000	180,000
12	Archibald Ave	Maricopa	Parcel 4		20.0	871,200	4/20/2007	165,000	8,250
13	Johnson Rd @ Driver	Bakersfield		A-1	20.0	871,200	9/11/2007	1,000,000	50,000
14	Wheeler Ridge Rd @ Creekside Dr.	Arvin	Wheeler Ridge Site		19.5	847,242	11/17/2008	379,990	19,537
15	132 White Ln	Bakersfield	3 Buildings apx 2,555 SF	Light Industrial	15.5	673,002	11/28/2007	1,300,000	84,142
16	Avenue A & 120th W	Rosamond	no zoning restrictions		14.5	631,620	1/24/2007	125,000	8,621
17	Henry Rd	Taft		M-2	14.3	620,730	2/5/2008	505,000	35,439
18	NWC McCutchen & Gosford Rd	Bakersfield		C2	10.0	435,600	6/15/2007	2,275,000	227,500
19	Compagnoni St	Bakersfield			10.0	435,600	9/21/2007	650,000	65,000
20	Mercedes Blvd	California City	10 Acres	R2.5	10.0	435,600	5/4/2007	25,000	2,500
21	Redrock Randsburg Rd	North Edwards	Vacant Land-10 Acres		10.0	435,600	5/26/2006	20,000	2,000
22	Eucalyptus Dr (2 Properties)	Bakersfield	Multi-Property Sale		9.6	418,176	11/9/2007	980,000	102,083
23	5901 Mills Rd	Bakersfield	Mills Road Land		8.8	381,150	9/12/2007	820,000	93,714
24	S China Lake Blvd @ Bowmen Ave.	Ridgecrest	NEC of S. China Lake @ Bowman	GC, Ridgecrest	6.9	302,306	7/3/2008	1,500,000	216,139
25	1245 Kern St	Taft			6.4	279,655	8/31/2007	200,000	31,153
26	N Norma St @ West Ward Avenue	Ridgecrest		R-2	6.0	259,618	10/4/2006	420,000	70,470
27	W Day Ave @ Airport Drive	Bakersfield			5.8	250,470	10/4/2007	1,300,000	226,087
				Land Sales Avg.:					**$44,347**
				Land Sales Median:					**$49,990**

Sources: Costar Group Inc., 2008; and, CBRE Consulting

- The above is not an exhaustive list of sales. Only those sales greater than 5 acres in size with complete sale price information, as reported by the Costar Group, are presented.

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MV00180227

DRAFT

ENVIRONMENTAL IMPACT REPORT

VIP MORENO VALLEY
STATE CLEARINGHOUSE NO. 2011081084

CITY OF MORENO VALLEY

RIVERSIDE COUNTY, CALIFORNIA

LSA

April 18, 2012

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ENVIRONMENTAL IMPACT REPORT

VIP MORENO VALLEY
STATE CLEARINGHOUSE NO. 2011081084

CITY OF MORENO VALLEY

RIVERSIDE COUNTY, CALIFORNIA

Lead Agency:

City of Moreno Valley Community and Economic Development Department
Planning Division
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Moreno Valley, California 92552
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LSA Project No. VOG1001

LSA

April 18, 2012

Item No. E.2

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- B-2: Jurisdictional Survey a nd MSHCP Riparian/Riverine/Vernal Po ols Evalu ation, 71 ± Site (APNs: 316-210 -071, -073, -0 75, -076), Moren o Valley , Riversi de County California, Ecological Sciences, Inc., November 1, 2009.
- B-3: Focused Surveys for Selected Criteria Area and Narrow Endemic Plant Species, 71± Site (APNs: 316-210 -071, -073, -0 75, -076), Moren o Valley , Riversi de County California, Ecological Sciences, Inc., November 9, 2009.
- B-4: Focused Western Burrowing Owl Survey, 71± Site (APNs: 316-210-071, -073, -075, -076), Mo reno Valley, Riverside County California, Ecol ogical Scie nces, Inc., November 11, 2009.
- B-5: Phase I Cultural Resources Assessment and Paleontological Records Review Perris Boulevard Project, M oreno Valley, Riverside Co unty, California, Michael B randman Associates, March 22, 2007.

B-6: Geotechnical Engineering Investigation Proposed Industrial Development Southwest Corner of Perris Boulevard and Grove View Road Moreno Valley, California, NorCal Engineering, March 7, 2007.

B-7: Phase I Environmental for the Evaluation of Potentially Hazardous Materials, Centec Engineering, February 23, 2007.

B-8: Preliminary Hydrology Report and Hydraulic Analysis for PA09-004, VIP Moreno Valley, SWC Perris Boulevard and Grove View Road, Robert A. Bebensee, R.C.E., March 27, 2009.

B-9: Preliminary Water Quality Management Plan, for PA09-0004 VIP Moreno Valley, SWC Perris Boulevard and Grove View Road, Robert A. Bebensee, R.C.E., July 24, 2009.

B-10: Water Supply Assessment for City of Moreno Valley Plot Plan Application PA09-004, Eastern Municipal Water District, January 20, 2010.

C: LESA Modeling Worksheets and Agriculture Viability Report

C-1: LESA Modeling Worksheets, LSA Associates, Inc., August 2011.

C-2: Economic Viability of Agriculture in the East Inland Empire, CB Richard Ellis, March 18, 2009.

D: Air Quality Reports

D-1: Air Quality Analysis VIP Moreno Valley, LSA Associates, Inc., March 2012.

D-2: Health Risk Assessment VIP Moreno Valley, LSA Associates, Inc., March 2012.

E: Greenhouse Gas Emissions and Global Climate Change Study, LSA Associates, Inc., December 2011.

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1.0 EXECUTIVE SUMMARY

1.1 INTRODUCTION

The Draft Environmental Impact Report (EIR) (State of California Clearinghouse No. 2011081084) for the VIP Moreno Valley Project (proposed project or project) has been prepared by LSA Associates, Inc. on behalf of the City of Moreno Valley (City) to: 1) identify the proposed project's impacts on the environment; 2) to discuss alternatives to the proposed project; and 3) to propose mitigation measures that will offset, minimize or otherwise avoid significant environmental impacts. This EIR has been prepared in accordance with the *California Environmental Quality Act*[1] and Sections 15120 through 15131 and 15161 of the *Guidelines for California Environmental Quality Act,*[2] both of which regulate the preparation of EIRs. Based on the potential impacts of the proposed project, including cumulative impacts, and the comments received during the public review of the Initial Study (IS) and public scoping meeting, the City determined that an EIR should be prepared to analyze potential impacts of the proposed project with respect to the following environmental issues:

- Agricultural and Forest Resources;
- Air Quality;
- Greenhouse Gas Emissions and Global Climate Change;
- Noise; and
- Traffic and Circulation.

These five environmental issues are individually addressed in Section 4.0 (Environmental Analysis). Based on the analysis provided in the IS (contained in Appendix A) for the proposed project, all impacts associated with the following eight environmental issues were determined to be "Effects Not Found to be Significant" according to §15128 of the *CEQA Guidelines* and are not addressed in detail in Section 4 of this EIR:

- Aesthetics
- Hazards and Hazardous Materials
- Land Use/Planning
- Mineral Resources
- Population and Housing
- Public Services
- Recreation
- Utilities/Services Systems

Based on the analysis provided in the IS (contained in Appendix A) for the proposed project, all impacts associated with the following four environmental issues were determined to be less than significant with implementation of mitigation measures. These topics are not addressed in detail in Section 4 of this EIR but the mitigation measures will be contained in the mitigation monitoring and reporting plan to ensure that the measures are implemented:

- Biological Resources
- Cultural Resources
- Geology and Soils
- Hydrology/Water Quality

[1] *California Environmental Quality Act*, as of January 1, 2011, §§21000–21177, Public Resources Code, State of California.
[2] *Guidelines for California Environmental Quality Act*, as of January 1, 2011, §§15000–15387, California Code of Regulations, Title 14, Chapter 3, State of California.

Additional discussion of these issues is provided in Section 2.0 of this EIR and the IS prepared for the proposed project.

1.2 PROPOSED PROJECT

The project site is located in the City of Moreno Valley, Riverside County (Figure 1.1). The approximately 71-acre site is generally located on the southwest corner of Perris Boulevard and Grove View Road. The Perris Valley Storm Drain Lateral B channel forms the southern boundary of the site while Indian Street forms the western boundary.

The proposed development would result in the construction and operation of approximately 1,616,133 square feet of distribution warehouse uses on an approximately 71-acre site. The single building will be constructed with 264 vertical-lift dock-high roll up doors on the long (north and south) sides of the building to allow access for the loading and unloading of products from diesel truck/trailers. The building will include a total of approximately 44,000 square feet of business office space for the management of the warehouse. Parking at the warehouse will be provided for 368 trucks and trailers as well as 589 parking stalls for passenger vehicles in accordance with City standards for light industrial uses. See Figure 1.2.

Site and building design attributes for the proposed project will incorporate many sustainability and Green Building concepts. Green Building is the practice of increasing building efficiency through site planning, water and energy management, material use, control of indoor air quality and the use of innovative design concepts. These practices help to improve building operational efficiency, conserve water, reduce waste, and lessen the heat island effect of development.

Green building designs typically exhibit the following features:

- More natural ventilation or, at least, a mixture of natural ventilation and air conditioning, and/or increased fresh air via the mechanical ventilation system.
- Narrow plan forms, often within the 15m limits of natural ventilation and daylight access, the corollary of which is less 'deep' space in the middle, which users dislike.
- Better utilization of daylight.
- More user controls for windows, blinds, lights and ventilators. This can mean that needs (like thermal comfort) are met more quickly even though the conditions may only be 'good enough'. Users preferred rapid response when things go wrong or needed changing, and will tolerate conditions which are reasonable.
- Higher floor to ceiling heights, which helps, e.g., with daylight penetration.
- More open plan workspaces (usually desks) close to or next to windows.

1.3 AREAS OF CONTROVERSY AND ISSUES TO BE RESOLVED

The EIR discusses impacts that would occur to on-site and off-site uses as a result of implementation of the proposed project. This EIR also includes proposed mitigation measures that have been identified to reduce or avoid significant effects that would result from the construction and operation of the proposed on-site uses. *CEQA Guidelines* Section 15123(b)(2) requires that areas of controversy known to the Lead Agency (City of Moreno Valley) be stated in the EIR summary. The following discussion identifies issues raised by other agencies and the public during the 30-day public comment period of the Initial Study (IS) and Notice of Preparation (NOP), as well as comments received during the public scoping meeting that was held for the proposed project at the City of Moreno Valley City Council Chambers on September 19, 2011, at 6:00 p.m.

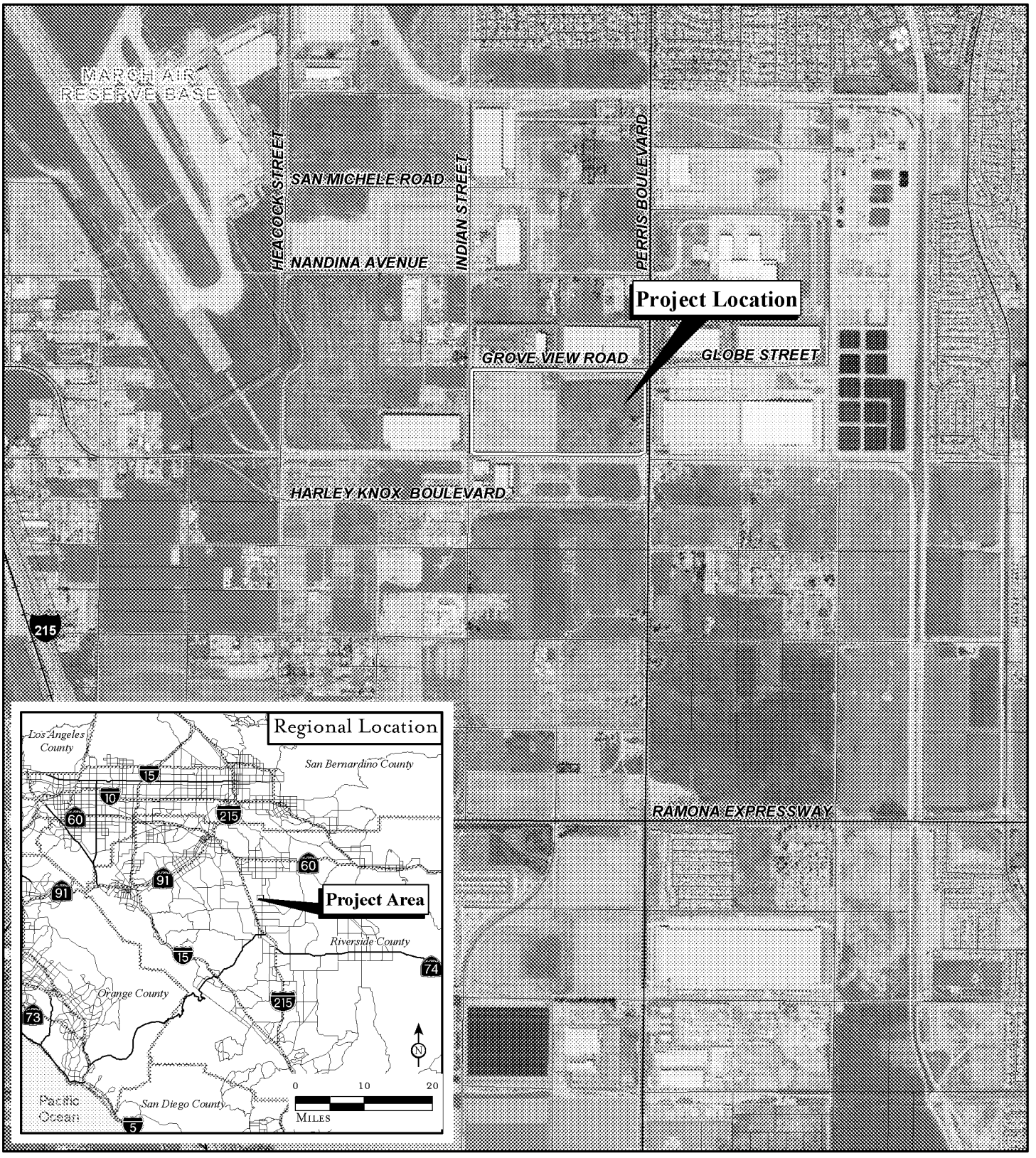

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FIGURE 1.1

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SOURCE: AirPhotoUSA, 2008; Thomas Bros., 2009

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VIP Moreno Valley
Environmental Impact Report

Regional and Project Location

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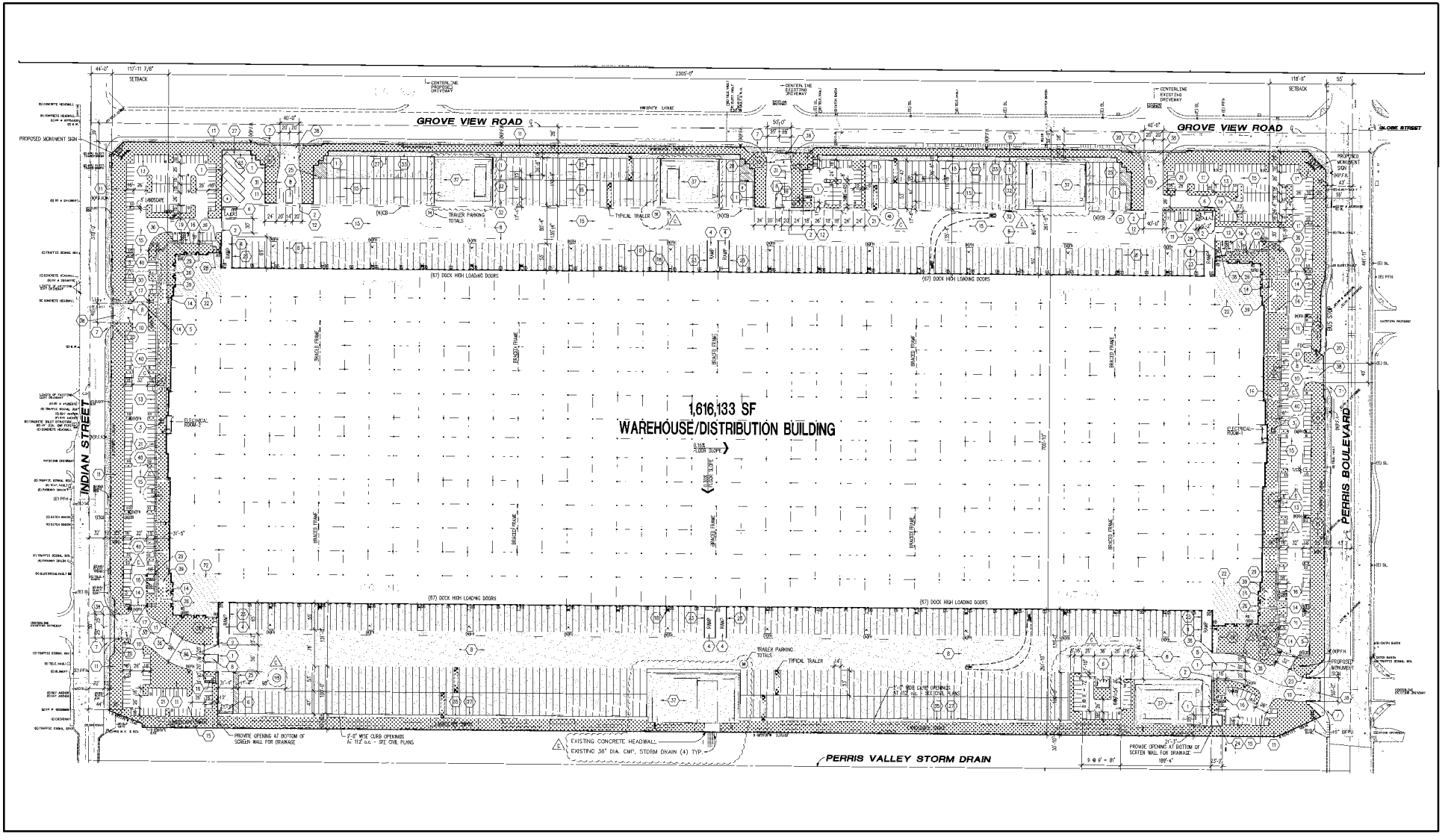

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FIGURE 1.2

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SOURCE: RKZ, Inc., 2009

VIP Moreno Valley
Environmental Impact Report

Site Plan

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1.3.1 Notice of Preparation

The objective of distributing a Notice of Preparation (NOP) is to solicit public comment in order to identify and determine the full range and scope of issues of concern so that these issues might be fully examined in the EIR. An IS was distributed in tandem with the NOP. The NOP was distributed to the State Clearinghouse, as well as to the organizations and persons considered likely to be interested in the project and its potential impacts. Comments received regarding the NOP were used to help identify impacts that could result from implementation of the proposed project. An NOP for the Draft EIR was distributed to state, regional, and local agencies on August 26, 2011, for a 30-day review period ending on September 26, 2011.

The IS, NOP, distribution list, Notice of Public Scoping Meeting, and response letters are included in Appendix A of the Draft EIR. As of the close of the 30-day NOP public review period, 12 responses to the NOP had been received. Table 1.A summarizes the comments received regarding the NOP.

Table 1.A: Notice of Preparation Comment Letters Received

Agency/Organization	Date	Comments	Addressed in EIR Section
State of California Governor's Office of Planning and Research	August 25, 2011	Explanation of Notice of Preparation procedures.	Not applicable
Native American Heritage Commission	August 26, 2011	Explanation of SB18 Consultation Process (e.g. sacred lands file search and associated mitigation measures)	Not applicable
California Department of Transportation – District 8	August 30, 2011	Recommendation of coordination with Caltrans District 8 for project's local traffic and circulation impacts. Identifies concern regarding potential impacts to I-215 ramps and interchange in the project area.	4.5
South Coast Air Quality Management District	September 7, 2011	Request to discuss air pollutant emissions for construction and operational phases; calculation of $PM_{2.5}$ emissions using $PM_{2.5}$ significance thresholds; calculation of localized significance thresholds; and inclusion of a mobile source health risk assessment.	4.5
Southern California Association of Governments	September 7, 2011	Request to include a project consistency analysis with SCAG's Regional Transportation Plan and Compass Growth Visioning goals and policies.	5.0
Riverside County Flood Control and Water Conservation District	September 8, 2011	Explanation of the payment of drainage fees associated with the District's Perris Valley Area Drainage Plan, the obtainment of an encroachment permit (if applicable) for any construction related activities occurring within District right of way or facilities.	Not applicable
Department of Toxic Substances Control	September 14, 2011	Request for the EIR to take a look at hazardous materials databases run by regulatory agencies and the inclusion of mitigation measures for any recommended remediation efforts in the EIR.	Initial Study (Appendix A)

Table 1.A: Notice of Preparation Comment Letters Received

Agency/Organization	Date	Comments	Addressed in EIR Section
California Department of Fish and Game	September 19, 2011	Request to include discussion on MSHCP consistency, impacts to red-tailed hawk, American kestrel, associated common bird species, the side-blotched lizard, the western fence lizard, and desert cottontail. Also request for information on any loss of jurisdictional waters, vernal pools and development into areas with native habitat values.	Initial Study (Appendix A) and Biological Resources Study (Appendix B-)
City of Riverside	September 23, 2011	Request to include information on number of projected employees, evaluation of projected local and regional traffic impacts to existing transportation systems and networks in the area.	4.5 and 5.0
Eastern Municipal Water District	September 23, 2011	Disclosure that EMWD intends to construct additional recycled water facilities immediately north of its existing facility on Trumble Road in Perris with the excavated soil temporarily stockpiled and available to others for use as fill. Letter also requests that the project initiate the New Development process with EMWD.	Not applicable
Sierra Club – San Gorgonio Chapter	September 25, 2011	Request for information to be included in EIR involving LEED certification levels, mitigation for agricultural lands, providing amenities encouraging the use of alternative modes of transportation, truck routes, global climate change, projected greenhouse gas emissions, and a reasonable range of alternatives.	Initial Study (Appendix A); 4.1; 4.3; 4.3; 6.0
City of Perris	September 26, 2011	Request for the EIR to include information regarding impacts to I-215/Harely Knox Boulevard Interchange, Indian Avenue, Perris Boulevard, and other roadways within the project area. Request to identify mitigation for impacted intersections in the EIR.	4.5

Note: All NOP response letters (along with the Initial Study) are included in Appendix A of the Draft EIR.

1.3.2 Public Scoping Meeting

In compliance with *State CEQA Guidelines*, the City of Moreno Valley has taken steps to maximize opportunities for individuals, parties, and agencies to participate in the environmental process. During circulation of the NOP, various federal, state, regional, and local government agencies, and other interested parties were contacted to solicit comments and to inform the public of the proposed project. A public scoping meeting was held to solicit public comment on direction and scope of the analysis necessary for the Draft EIR. The public scoping meeting was held on September 19, 2011, at 6:00 p.m., at the City of Moreno Valley City Council Chambers, Moreno Valley California. Copies of the IS, NOP, and the conceptual site plan were available to the public for review. City staff, the project applicant, and the EIR consultant (LSA Associates, Inc.) were present to provide information regarding the project and collect public comment. Two members from the public attended the scoping meeting.

1.4 ALTERNATIVES TO THE PROPOSED PROJECT

In compliance with *CEQA Guidelines* (Section 15126.6), an EIR must describe a range of reasonable alternatives to the project, or to the location of the project, which would feasibly attain most of the project objectives, and would avoid or substantially lessen significant effects of the project. The EIR need not consider every conceivable alternative; rather it must consider a reasonable range of potentially feasible alternatives. An EIR must evaluate a "No Project" alternative in order to allow decision-makers to compare the effect of approving the project to the effect of not approving the project. A more detailed description of each project alternative as well as an analysis of the potential environmental impacts associated with the construction and operation of each is provided in Section 6.0.

1.4.1 No Project Alternative

Pursuant to CEQA (§15126.6[e][2]), the No Project Alternative should discuss what would reasonably be expected to occur, based on current plans and consistent with available infrastructure and community services, in the foreseeable future. The project site's zoning designation is currently Specific Plan 208 – Moreno Valley Industrial Area Plan. The project site is currently designated by the General Plan for Business Park/Light Industrial uses. Given the goals and objectives of the City of Moreno Valley, it is highly reasonable in the event the proposed project were not approved that the site would be developed with some type of industrial park uses. For analysis purposes, it is assumed that the No Project Alternative would be developed with approximately 1,420,000 square feet of industrial warehouse uses on approximately 63 acres and approximately 180,000 square feet of commercial on 8 acres.

1.4.2 Reduced Intensity Alternative

With the intent of avoiding or substantially reducing significant impacts created by the project traffic, air quality, and noise, the City has considered a Reduced Intensity Warehouse Alternative. This alternative includes one warehouse building covering approximately 1,212,100 square feet. Under this alternative, the proposed warehouse uses would represent a net decrease of approximately 25 percent (400,000 square feet) as compared to the proposed project.

1.4.3 Commercial Center (Mixed Commercial/Office) Alternative

The Commercial Center Alternative would result in the development of commercial service and office uses on the project site. Although business and professional offices, financial institutions, and medical clinics are permitted in SP208, they are permitted only in the industrial support areas while commercial service-oriented uses are a permitted throughout the SP208 Industrial designation. For this reason, the General Plan and zoning designations for the site would need to be amended to accommodate the business and professional offices. Permitted commercial service uses include, but are not limited to, Automotive Sales/Rental/Leasing & Accessories, Automotive/Truck Repair, Business Supply/Equipment Sales/Rental & Services, and Repair Services. Approximately 760,000 square feet of commercial service uses would be developed on approximately 35 acres. The balance of the site (35 acres) would be developed with up to approximately 760,000 square feet of office uses.[1]

[1] Square footage is based on a 50 percent development of the project site.

1.4.4 Off-Site Location Alternative

This alternative would result in the development of approximately 1,616,133 square feet of warehouse uses on approximately 70 acres. The alternative project site identified by the City is bounded by Krameria Street (extended) to the north, vacant and partially developed property and March Air Reserve Base to the west, Indian Street to the east, and the Perris Valley Storm Drain and vacant land to the south. The off-site location is currently zoned SP 208 I and is designated BP in the City's General Plan, identical to the proposed project. Since the proposed uses are consistent with the uses identified for the off-site location, no zone change or General Plan Amendment would be required.

1.5 IMPACTS, MITIGATION, AND LEVEL OF IMPACTS SUMMARY TABLE

Table 1.B provides a summary of the proposed project impacts, proposed mitigation measures, and the level of significance of each impact following the application of identified mitigation measures.

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
AESTHETICS (FROM THE INITIAL STUDY [APPENDIX A])		
Would the project Have a substantial adverse effect on a scenic vista?	Less than significant impact. No mitigation is required.	Less Than Significant
Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?	No Impact. No mitigation is required.	Not applicable - No Impact
Substantially degrade the existing visual character or quality of the site and its surroundings?	Less than significant impact. No mitigation is required.	Less Than Significant
Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	Less than significant impact. No mitigation is required.	Less Than Significant
4.1 AGRICULTURAL RESOURCES		
Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?	No Impact. No mitigation is required.	Not applicable - No Impact
Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	No Impact. No mitigation is required.	Not applicable - No Impact
Would the project result in the loss of forest land or conversion of forest land to non-forest uses?	No Impact. No mitigation is required.	Not applicable - No Impact
Would the proposed project result in the conversion of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program (FMMP) of the California Resources Agency, to non-agricultural use?	Significant Impact. No feasible mitigation is available.	Significant and Unavoidable
Would the proposed project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	Significant Impact. No feasible mitigation is available.	Significant and Unavoidable
Cumulative Impacts: The cumulative area for agricultural resource impacts is Riverside County. No local or regional program to mitigate for the cumulative impacts to agricultural resources is available. Because agricultural	Significant Impact. No feasible mitigation is available.	Significant and Unavoidable

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
land, including Prime Farmland is a finite resource, and because neither the City of Moreno Valley nor the County of Riverside maintains a program to offset agricultural resource impacts, the conversion of the project site to warehouse uses, in conjunction with planned and future development in the City and region, would contribute to a further reduction in the amount of land available for agricultural uses. This reduction in agricultural land represents a significant impact.		
4.2 AIR QUALITY		
Would the project conflict with or obstruct implementation of the applicable air quality plan?	No impact. No mitigation is required.	Not applicable - No Impact
Would the proposed project create objectionable odors affecting a substantial number of people?	Less than significant impact. No mitigation is required.	Less Than Significant
Long-Term Microscale (CO Hot Spot) Emissions: Would the proposed project violate any air quality standard or contribute substantially to an existing or projected air quality violation? For CO, the applicable thresholds are: - California State one-hour CO standard of 20.0 ppm; - California State eight-hour CO standard of 9.0 ppm.	No impact. No mitigation is required.	Not applicable - No Impact
Localized Operational Emissions: Would the proposed project violate any AAQS or contribute to an existing or projected air quality violation; or expose sensitive receptors to pollutants? For long-term operation, the applicable localized daily thresholds are: - 12,083 pounds per day of CO; - 585 pounds per day of NO_X; - 32 pounds per day of PM_{10}; and - 14 pounds per day of $PM_{2.5}$.	Less than significant impact. No mitigation is required.	Less Than Significant
Operational-Acute and Operational–Chronic Health Risk Impacts: Would the proposed project expose sensitive receptors to substantial pollutant concentrations?	Less than significant impact. No mitigation is required.	Less Than Significant

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Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
Construction Equipment Exhaust Emissions: Would the proposed project violate any AAQS or contribute to an existing or projected air quality violation; or expose sensitive receptors to pollutants? For construction operations, the applicable daily thresholds are: - 75 pounds per day of ROC; - 100 pounds per day of NO_X; - 550 pounds per day of CO; - 150 pounds per day of PM_{10}; - 150 pounds per day of SO_X; and - 55 pounds per day of $PM_{2.5}$.	Significant Impact. Mitigation is required. **4.2.6.1A** Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall place construction equipment staging areas at least 200 feet away from sensitive receptors. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City. **4.2.6.1B** Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall utilize power sources (e.g., power poles) or clean-fuel generators. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City. **4.2.6.1C** Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall utilize California Air Resources Board (CARB) Tier II Certified equipment or better during the rough/mass grading phase for the following pieces of equipment: rubber-tired dozers and scrapers. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City. **4.2.6.1D** All clearing, grading, earthmoving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions. **4.2.6.1E** The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid- morning,	Significant and Unavoidable

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	afternoon, and after work is done for the day. **4.2.6.1F** The contractor shall ensure that traffic speeds on unpaved roads and project site areas are reduced to 15 miles per hour or less to reduce PM10 and PM2.5 fugitive dust haul road emissions. Speed limit signs (15 mph maximum) shall be posted at entry points to the project site, and along any unpaved roads providing access to or within the project site and/or any unpaved designated on-site travel routes. **4.2.6.1G** Groundcover shall be replaced, and/or non-toxic soil stabilizers shall be applied (according to manufacturers' specifications) to any inactive construction areas (previously graded areas inactive for ten days or more). **4.2.6.1H** The contractors shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper tune according to manufacturer's specifications and during smog season (May through October) by not allowing construction equipment to be left idling for more than five minutes (per California law). **4.2.6.1I** The contractor shall ensure use of low-sulfur diesel fuel in construction equipment as required by the California Air Resources Board (CARB) (diesel fuel with sulfur content of 15 ppm by weight or less). **4.2.6.1J** If available, the project applicant shall use "Low-Volatile Organic Compounds" paints, coatings, and solvents with a VOC content lower than required under Rule 1113 (not to exceed 150 grams/liter; 1.25 pounds/gallon). High Pressure Low Volume (HPLV) applications of paints, coatings, and solvents shall be consistent with South Coast Air Quality Management District Rule 1113. Alternatively, the project applicant shall use materials that do not require painting or are pre-painted.	

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	4.2.6.1K Grading plans, construction specifications and bid documents shall also include the following notations: • Off-road construction equipment shall utilize alternative fuels where feasible e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty; • Gravel pads shall be provided at all access points to prevent tracking of mud onto public roads; • Install and maintain trackout control devices at all access points where paved and unpaved access or travel routes intersect; • The contractor or builder shall designate a person or person(s) to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust off site; • The contractor or builder shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The contact person shall take corrective action within 24 hours; • High pressure injectors shall be provided on diesel construction equipment where feasible; • Engine size of construction equipment shall be limited to the minimum practical size; • Substitute gasoline-powered for diesel-powered construction equipment where feasible; • Use electric construction equipment where feasible; • Install catalytic converters on gasoline-powered	

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	equipment where feasible; • Ride-sharing program for the construction crew shall be encouraged and shall be supported by contractor(s) via incentives or other inducement; • Documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to car pool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs; • Lunch vendor services shall be provided onsite during construction to minimize the need for offsite vehicle trips; • All forklifts used during construction and in subsequent operation of the project shall be electric or natural gas powered. **4.2.6.1L** Throughout project construction, a construction relations officer/community liaison, appointed by the Applicant, shall be retained on-site. In coordination and cooperation with the City, the construction relations officer/community liaison shall respond to any concerns related to PM 10 (fugitive dust) generation or other construction-related air quality issues. **4.2.6.1M** All project entrances shall be posted with signs which state: • Truck drivers shall turn off engines when not in use; • Diesel delivery trucks servicing the project shall not idle for more than three (3) minutes; and • Telephone numbers of the building facilities manager and CARB, to report violations. These measures shall be enforced by the on-site facilities manager (or equivalent).	

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Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
Localized Construction Emissions: Would the proposed project expose sensitive receptors to substantial pollutant concentrations?	Significant Impact. Mitigation is required. Implement **Mitigation Measures 4.2.6.1A** through **4.2.6.1M.** There is no feasible mitigation over and above those measures prescribed by Rule 403 and Mitigation Measures 4.2.6.1A through 4.2.6.1M.	Significant and Unavoidable
Long-Term Operational Emissions: Would the proposed project violate any AAQS or contribute to an existing or projected air quality violation; or expose sensitive receptors to pollutants? For long-term operations, the applicable daily thresholds are: - 55 pounds of ROC; - 55 pounds of NO_X; - 550 pounds of CO; - 150 pounds of PM_{10}; - 55 pounds of $PM_{2.5}$; and - 150 pounds of SO_X.	Significant Impact. Mitigation is required. **4.2.6.3A** Prior to issuance of the first building permit, building and site plan designs shall ensure that the project's energy efficiencies surpass applicable 2008 California Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and review and approved by the City. Any combination of design features including but not limited to the following list may be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent: • Buildings shall exceed California Title 24 Energy Efficiency performance standards for water heating and space heating and cooling, as deemed acceptable by the City. • Increase insulation such that heat transfer and thermal bridging is minimized. • Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption. • Incorporate dual-paned or other energy efficient windows. • Incorporate energy efficient space heating and cooling equipment. • Interior and exterior energy efficient lighting which exceeds the California Title 24 Energy Efficiency performance standards shall be installed, as deemed acceptable by the City.	Significant and Unavoidable

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Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation

	Automatic devices to turn off lights when they are not needed shall be implemented.
	• To the extent that they are compatible with landscaping guidelines established by the City, shade-producing trees, particularly those that shade paved surfaces such as streets and parking lots and buildings shall be planted at the project site.
	• Paint and surface color palette for the project shall emphasize light and off-white colors which reflect heat away from the buildings.
	• All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design.
	• To reduce energy demand associated with potable water conveyance, the project shall implement the following:
	  ○ Landscaping palette emphasizing drought-tolerant plants;
	  ○ Use of water-efficient irrigation techniques; and,
	  ○ U.S. EPA Certified WaterSense labeled for equivalent faucets, high-efficiency toilets (HETs), and water-conserving shower heads.
	• The project shall provide on-site bicycle storage/parking consistent with City of Moreno Valley requirements.
	• The project shall provide on-site showers (one for males and one for females). Lockers for employees shall be provided.
	• The project will establish a Transportation Management Association (TMA). The TMA will coordinate with other TMAs within the City to	

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Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	encourage and co ordinate ca rpooling a mong building occ upants. T he TMA will a dvertise its services to bui lding occu pants, and offer transit and/or oth er inc entives to red uce GHG emissions. A plan will be su bmitted by the TMA to the Cit y within t wo m onths of project completion t hat o utlines the m easures implemented b y th e T MA, as well as co ntact information. • The project shall provide preferential parking for carpools and van pool. Locati ons an d configurations of proposed p referential p arking for carpo ols and vanpools are subject to revi ew and approval b y the City. Prio r to final s ite pl an approval, pr eferential p arking for carp ools a nd vanpools shall be del ineated on the proj ect site plan. • The project s hall pr ovide at least t wo electric vehicle ch arging statio ns. Locatio ns and configurations of propos ed charging stations are subject to review and approval by the City. Prior to issuance of the first b uilding permit, stub outs for chargi ng st ations s hall be indic ated on the project building plans. • Lease/purchase docum ents shall i dentify t hat tenants are enc ouraged to pr omote the following: ○ Implementation of compres sed workweek schedules; ○ SmartWay partnership; ○ Achievement of at le ast 20% per year (as a percentage of previo us per centage, not total trips) i ncrease in percentage o f consolidated t rips carri ed b y SmartW ay carriers until it reach es a m inimum of 90 % of al l l ong h aul trips carri ed by SmartW ay 1.0 or greater carriers.	

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Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	○ Achievement of at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers. ○ Use of fleet vehicles conforming to 2010 air quality standards or better. ○ Installation of catalytic converters on gasoline-powered equipment. ○ Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets; ○ Establishment and use of carpool/vanpool programs, complemented by parking fees for single-occupancy vehicles; ○ Provision of preferential parking for EV and CNG vehicles; ○ Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance; ○ Use of electric (instead of diesel or gasoline-powered) yard trucks; ○ Use of SmartWay 1.25 rated trucks. **4.2.6.3B** The project shall be designed to facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills by providing easily accessible areas that are dedicated to the collection and storage of recyclable materials including: paper, cardboard, glass, plastics, and metals. Locations of proposed recyclable materials collection areas are subject to review and approval by the City. Prior to Final Site Plan approval, locations of proposed recyclable materials collection areas shall be delineated on the project site plan.	

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Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
Cumulative Impacts: The cumulative area for air quality impacts is the Basin. The project would contribute criteria pollutants to the area during project construction. Depending on construction schedules and actual implementation of projects in the area, generation of fugitive dust and pollutant emissions during construction would result in substantial short-term increases in air pollutants. This would be a contribution to short-term cumulatively significant air quality impacts. The Basin is in nonattainment for PM10 and ozone at the present time; therefore, the construction and operation of the proposed project would exacerbate nonattainment of air quality standards within the Basin and contribute to adverse cumulative air quality impacts. Implementation of the proposed project would unavoidably contribute to significant cumulative air quality impacts.	Significant unavoidable. The project-specific measures will help reduce project-related air pollutants, however, no feasible mitigation is available to reduce cumulative air quality impacts to a less than significant level.	Significant and Unavoidable
BIOLOGICAL RESOURCES (FROM THE INITIAL STUDY [APPENDIX A])		
Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state habitat conservation plan?	Potentially Significant Impact Unless Mitigation Incorporated. **Mitigation Measure BIO-1:** No more than 72 hours prior to initiation of ground-disturbing activities, a pre-construction survey shall be completed by a qualified biologist. The survey will identify special status avian species (if any) within the area of intended disturbance. In the event no special status avian species are identified within the limits of disturbance, no further mitigation is required. In the event such species are identified within the limits of ground disturbance, **Mitigation Measure BIO-3** shall apply. **Mitigation Measure BIO-2:** No more than 72 hours prior to initiation of ground-disturbing activities, a pre-construction burrowing owl survey shall be completed by a qualified biologist for the planned disturbance area. The pre-construction burrowing owl surveys may be conducted as part of the survey required in **Mitigation Measure BIO-1**. A report detailing the findings of the pre-construction survey shall be submitted to the City prior to the initiation of ground-disturbing activities. In the event no	Less Than Significant

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Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	burrowing owls are identified within the limits of ground disturbance, no further mitigation is required. In the event burrowing owls are identified within the limits of ground disturbance, **Mitigation Measures BIO-3** and **BIO-4** shall apply. **Mitigation Measure BIO-3:** If nesting special status avian or burrowing owl species are determined to occupy a proposed area of disturbance, no construction activity shall take place within 500 feet of an active nest/burrow until it has been determined that the nest/burrow is no longer active, and all juveniles have fledged the nest/burrow. **Mitigation Measure BIO-4:** If active burrowing owl burrows are detected outside the breeding season, then passive and/or active relocation may be approved following consultation with the CDFG and/or USFWS. One-way doors may be installed as part of a passive relocation program. Burrowing owl burrows shall be excavated with hand tools by a qualified biologist when determined to be unoccupied, and backfilled to ensure that animals do not re-enter the holes/dens.	
Have a substantially adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Wildlife Service?	Less than significant impact. No mitigation is required.	Less Than Significant
Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	Less than significant impact. No mitigation is required.	Less Than Significant
Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?	Less than significant impact. No mitigation is required.	Less Than Significant
Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or	No impact. No mitigation is required.	Not applicable - No Impact

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Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
ordinance?		
CULTURAL RESOURCES (FROM THE INITIAL STUDY [APPENDIX A])		
Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?	Less tha n si gnificant im pact. No mitigation is required.	Less Than Significant
Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	Less tha n si gnificant im pact. No mitigation is required.	Less Than Significant
Directly or in directly destro y a un ique pal eontological resource or site or unique geologic feature?	Potentially Si gnificant Imp act Unless Mitigation Incorporated. **Mitigation Measure CUL-1:** Prior to construction involving excavation four feet or more below existing surface gr ade, the constru ction co ntractor sha ll provide evidence that a q ualified p aleontologist has been retained, and that the paleontologist(s) shall be present dur ing al l gr ading and oth er s ignificant ground-disturbing activiti es that reach fo ur feet or more be low existing s urface gra de. If the paleontologist(s) do not find evidence for Pleistocene-era d eposits once the maximum excavation d epth is re ached, monitor ing shall be discontinued. In the ev ent fo ssiliferous d eposits are encountered, the follo wing measures shall be implemented: • Monitoring s hall b e co nducted b y q ualified paleontological monitor(s) of excavation in areas identified as l ikely to conta in pa leontological resources, inclu ding un disturbed o lder Pleistocene a lluvium. P aleontological mon itors shall be equipped to sa lvage fossils as the y are unearthed, to avoi d construc tion de lays, an d to remove sam ples of sedime nts that are like ly to contain the re mains of small fossil inverteb rates and verte brates. Monitors sh all b e empo wered to temporar ily halt or divert e quipment to allow removal of abundant or larg e spec imens. Monitoring ma y be re duced if the potenti ally fossiliferous units are determi ned upo n exposure a nd e xamination b y qu alified	Less Than Significant

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Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	paleontological personnel to have low potential to contain fossil resources. • Paleontological monitoring of any earthmoving will be conducted by a monitor, under direct guidance of a qualified paleontologist. Earthmoving in areas of the parcel where previously undisturbed sediments are buried, but not otherwise disturbed, will not be monitored. • If too few fossil remains are found after 50 percent of the planned-for earthmoving has been completed, monitoring can be reduced or discontinued in those areas at the project paleontologist's direction. • Preparation of recovered specimens to a point of identification and permanent preservation, including washing of sediments to recover small invertebrates and vertebrates. • Identification and curation of specimens into a professional, fully accredited museum repository with permanent retrievable storage. The paleontologist must have a written repository agreement in hand prior to the initiation of mitigation activities. • Preparation or a report of findings with and appended itemized inventory of specimens. The report and report and inventory, when submitted to the City of Moreno Valley along with confirmation of the curation of recovered of recovered specimens into an established, accredited museum repository, will signify completion of the program to mitigate impacts to paleontological resources.	
Disturb any human remains, including those interred outside of formal cemeteries?	Less than significant impact. No mitigation is required.	Less Than Significant

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Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
GEOLOGY AND SOILS (FROM THE INITIAL STUDY [APPENDIX A])		
Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving: (i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?	No impact. No mitigation is required.	Not applicable - No Impact
Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving: (ii) Strong seismic ground shaking?	Less than significant impact. No mitigation is required.	Less Than Significant
Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving: (iii) Seismic-related ground failure, including liquefaction?	Less than significant impact. No mitigation is required.	Less Than Significant
Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving: (iv) Landslides?	No impact. No mitigation is required.	Not applicable - No Impact
Result in substantial soil erosion or the loss of topsoil?	Less than significant impact. No mitigation is required.	Less Than Significant
Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on-site or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	Potentially Significant Impact Unless Mitigation Incorporated. **Mitigation Measure GEO-1:** Prior to the issuance of grading permits, any existing low density soils and/or saturated soils shall be removed to competent natural soil under the inspection of the Soils Engineering Firm. After the exposed surface has been cleansed of debris and/or vegetation, it shall be scarified until it is uniform in consistency, brought to the proper moisture content and compacted to a minimum of 90 percent relative compaction (in accordance with ASTM: D-1557). In any area where a transition between fill and native soil or between bedrock and soil are encountered, additional excavation beneath foundations and slabs will be	Less Than Significant

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Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	necessary in order to provide uniform support and avoid differential settlement of the structure. The on-site soils or approved import soils may be utilized for the compacted fill, provided they are free of any deleterious materials and shall not contain any rocks, brick, asphaltic concrete, concrete, or other hard materials greater than eight inches in maximum dimensions. Any import soil must be approved by the Soils Engineering firm a minimum of 24 hours prior to importation to the site. The approved fill soils shall be placed in layers not in excess of six inches in thickness. Each lift shall be uniform in thickness and thoroughly blended. The fill soils shall be brought to within 2 percent of the optimum moisture content, unless otherwise specified by the Soils Engineering firm. Each lift shall be compacted to a minimum of 90 percent relative compaction (in accordance with ASTM: D-1557) and approved prior to the placement of the next layer of soil. Compaction tests shall be obtained at the discretion of the Soils Engineering firm but to a minimum of one test for every 500 cubic yards placed and/or for every two feet of compacted fill placed. The minimum relative compaction shall be obtained in accordance with accepted methods in the construction industry. The final grade of the structural areas shall be in a dense and smooth condition prior to placement of slabs-on-grade or pavement areas. No fill soils shall be placed, spread, or compacted during unfavorable weather conditions. When the grading is interrupted by heavy rains, compaction operations shall not be resumed until approved by the Soils Engineering firm.	
Be located on expansive soil, as defined in Table 18-a-B of the Uniform Building Code (1994), creating substantial risks to life or property?	Potentially Significant Impact Unless Mitigation Incorporated. **Mitigation Measure GEO-2:** Prior the issuance of	Less Than Significant

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Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	grading permits, the project proponent shall inform the project engineers, architects, owner, maintenance personnel, and other interested parties of the Expansive Soil Guidelines provided in the project's geotechnical analysis. The recommendations identified in the project's Expansive Soil Guidelines shall be reviewed and considered by the project engineers, architects, owner, maintenance personnel, and other interested parties to determine applicable design guidelines. Applicable design guidelines shall be included and implemented in the project's grading plans.	
Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	No impact. No mitigation is required.	Not applicable - No Impact
4.3 GREENHOUSE GASES AND GLOBAL CLIMATE CHANGE		
Would the proposed project conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases?	Less than significant. No mitigation is required.	Less Than Significant
Would the proposed project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	Significant Impact. Mitigation is required. Previously referenced **Mitigation Measures 4.2.6.3A** and **4.2.6.3B** will reduce project greenhouse gas emissions. **4.3.6.1A** Prior to the issuance of building permits, the project applicant shall provide evidence to the City of Moreno Valley that building features have been incorporated in building plans as required by Title 24 of the California Code of Regulations. These features include but are not limited to the following: • Exterior windows shall utilize window treatments for efficient energy conservation. • Per CALGreen Code requirements, water-efficient fixtures and appliances, including but not limited to low-flow faucets, dual-flush toilets minimizing water consumption by 20 percent	Less Than Significant

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Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	from the Building Standards Code baseline water consumption shall be used. • Per CALGreen Code requirements, a Commissioning Plan shall be prepared and all building systems (e.g., heating, ventilation, and air-conditioning [HVAC], irrigation systems, lighting, water heating) shall be commissioned by the Commissioning Authority. • Per CALGreen Code, restrict watering methods (e.g., prohibit systems that apply water to non-vegetated surfaces) and control runoff. **4.3.6.1B** Prior to the issuance of building permits, the project applicant shall provide evidence to the City of Moreno Valley that the following measures have been incorporated into the design and construction of the project: • Use locally produced and/or manufactured building materials for at least 10 percent of the construction materials used for the project. • Use "Green Building Materials," such as those materials that are resource efficient, and recycled and manufactured in an environmentally friendly way, for at least 10 percent of the project. • Limit unnecessary idling of construction equipment. A reduction in equipment idling would reduce fuel consumption, and therefore, GHG emissions. • Maximize the use of electricity from the power grid by replacing diesel- or gasoline-powered equipment. This would reduce GHG emissions because electricity can be produced more efficiently at centralized power plants. • Design the project building to exceed the California Building Code's (CBC) Title 24 energy	

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Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	standard, including, but not limited to, any combination of the following: ○ Increase insulation such that heat transfer and thermal bridging is minimized. ○ Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption. ○ Incorporate ENERGY STAR or better rated windows, space heating and cooling equipment, light fixtures, appliances, or other applicable electrical equipment. • Provide a landscape and development plan for the project that takes advantage of shade, prevailing winds, and landscaping. • Install efficient lighting and lighting control systems. Use daylight as an integral part of the lighting systems in buildings. • Install light-colored "cool" roof and cool pavements. • Install energy-efficient heating and cooling systems, appliances and equipment, and control systems. • Install solar or light-emitting diodes (LEDs) for outdoor lighting. **4.3.6.1C** Prior to the issuance of occupancy permits, the project applicant shall provide evidence to the City of Moreno Valley that the following measures have been incorporated into the operation of the project: • The project applicant shall use less than 3,900 Global Warming Potential (GWP) hydrofluorocarbon (HCF) refrigerants or natural refrigerants (ammonia, propane, carbon dioxide	

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Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	[CO_2]) for refrigeration and fire suppression equipment. • Provide vegetative or man-made exterior wall shading devices for east-, south-, and west facing walls with windows. • Devise a comprehensive water conservation strategy appropriate for the project and its location. The strategy may include the following, plus other innovative measures that may be appropriate: ○ Install drought tolerant plants for landscaping. ○ Use reclaimed water for landscape irrigation within the project. Install the infrastructure to deliver and use reclaimed water. ○ Install water-efficient irrigations systems, such as weather-based and soil-moisture-based irrigation controllers and sensors for landscaping according to the California Department of Water Resources Model Efficient Landscape Ordinance. • Provide employee education about reducing waste and available recycling services.	
Cumulative Greenhouse Gas Emissions and Climate Change: Cumulatively, the build out of the proposed project would contribute approximately 0.044 metric tons of CO_2e per year, which is 0.009 percent of California's existing total emissions for carbon dioxide, methane, and nitrous oxide (478 metric tons of CO_2e per year). The mitigation measures discussed above will likely reduce the project's emissions of greenhouse gases; however, without the necessary science and analytical tools, it is not possible to determine with certainty whether the project's emissions of greenhouse gases will be cumulatively considerable, within the meaning of *CEQA Guidelines* Sections 15065(a)(3) and 15130.	Significant impact. Mitigation is required. **Mitigation Measures 4.2.6.3A** and **4.3.6.3.B**. **Mitigation Measures 4.3.6.1A** through **4.3.6.1.C**.	Significant and Unavoidable. Given the uncertainty of data and appropriate methodology to accurately analyze, and the inability to quantify the reduction achieved through implementation of strategies and programs previously identified, the proposed project's GHG emission contribution would result in a cumulative impact regarding global climate change and the cumulative impacts of the proposed project on global climate change are considered to be significant and unavoidable.

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Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
HAZARDS AND HAZARDOUS MATERIALS (FROM THE INITIAL STUDY [APPENDIX A])		
Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	Less than significant impact. No mitigation is required.	Less Than Significant
Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment?	Less than significant impact. No mitigation is required.	Less Than Significant
Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	No impact. No mitigation is required.	Not applicable - No Impact
Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	Less than significant impact. No mitigation is required.	Less Than Significant
For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	Less than significant impact. No mitigation is required.	Less Than Significant
For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	No impact. No mitigation is required.	Not applicable - No Impact
Impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan?	Less than significant impact. No mitigation is required.	Less Than Significant
Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	Less than significant impact. No mitigation is required.	Less Than Significant
HYDROLOGY AND WATER QUALITY (FROM THE INITIAL STUDY [APPENDIX A])		
Would the project: Violate any water quality standards or waste discharge requirements?	Potentially Significant Impact Unless Mitigation Incorporated. **Mitigation Measure HYD-01:** Prior to grading plan approval and the issuance of a grading permit by the	Less Than Significant

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Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or surface runoff in a manner that would result in flooding on site or off site? Create or contribute runoff which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff? Otherwise substantially degrade water quality?	City, the project proponent shall provide evidence to the City that a Notice of Intent (NOI) with the Regional Water Quality Control Board has been filed to be covered under the State NPDES General Construction Permit for discharge of storm water associated with construction activities. **Mitigation Measure HYD-02:** Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall submit to the State Water Quality Control Board, a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall include a surface water control plan and erosion control plan citing specific measures to control on-site and off-site erosion during the entire grading and construction period. Additionally, the SWPPP shall identify structural and nonstructural BMPs to control sediment and non-visible discharges from the site. BMPs to be implemented in the SWPPP may include but shall not be limited to the following: • Sediment discharges from the site may be controlled by the following: gravel bags, silt fences, straw wattles and temporary debris basins (if deemed necessary), and other discharge control devices. The construction and condition of the BMPs will be periodically inspected during construction, and repairs will be made when necessary as required by the SWPPP. • Materials that have the potential to contribute non-visible pollutants to stormwater must not be placed in drainage ways and must be contained, elevated, and placed in temporary storage containment areas. • All loose piles of soil, silt, clay, sand, debris, and other earthen material shall be protected in a reasonable manner to eliminate any discharge	

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Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	from the site. Stockpiles will be surrounded by silt fences. • The SWPPP will include inspection forms for routine monitoring of the site during the construction phase to ensure NPDES compliance. • Additional BMPs and erosion control measures will be documented in the SWPPP and utilized if necessary. • The SWPPP will be kept on site for the entire duration of project construction and will also be available to the local RWQCB for inspection at any time. In the event that it is not feasible to implement the above BMPs, the City of Moreno Valley can make a determination that other BMPs will provide equivalent or superior treatment either on or off site. **Mitigation Measure HYD-03:** Prior to the issuance of grading permits, the project proponent shall provide evidence to the City that the following provisions have been added to construction contracts for the project: • The Construction Contractor shall be responsible for performing and documenting the application of BMPs identified in the SWPPP. Weekly inspections shall be performed on sediment control measures called for in the SWPPP. Monthly reports shall be maintained by the Contractor and submitted to the City for inspection. In addition, the Contractor will also be required to maintain an inspection log and have the log on site to be reviewed by the City of Moreno Valley and the representatives of the Regional Water Quality Control Board. **Mitigation Measure HYD-04:** Prior to grading plan	

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Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	approval and the issuance of a grading permit by the City, the project proponent shall receive approval from the City of Moreno Valley for a Final Water Quality Management Plan (F-WQMP). The F-WQMP shall specifically identify pollutants of concern, site design, source control, and treatment control BMPs that shall be used on site to control predictable pollutant runoff in order to reduce impacts to water quality to the maximum extent practicable.	
Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	Less than significant impact. No mitigation is required.	Less Than Significant
Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on site or off site?	Potentially Significant Impact Unless Mitigation Incorporated. **Mitigation Measure HYD-05:** Prior to grading plan approval and the issuance of a grading permit, the project proponent shall submit a detailed grading plan and drainage report, with supporting engineering calculations, to the City Engineer for review and approval. The plan and report shall incorporate relevant requirements identified by the City and/or site-specific geotechnical investigations. The plan and report shall provide evidence that the storm drainage system would be adequate to convey water for the 100-year storm event from the project site and that the post-development flows exiting the proposed project site are less than or equal to pre-development flows.	Less Than Significant
Place housing within a 100-year floodplain, as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	No impact. No mitigation is required.	Not applicable - No Impact
Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	Less than significant impact. No mitigation is required.	Less Than Significant

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Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	No impact. No mitigation is required.	Not applicable - No Impact
Expose people or structures to inundation by seiche, tsunami, or mudflow?	Less than significant impact. No mitigation is required.	Less Than Significant
LAND USE (FROM THE INITIAL STUDY [APPENDIX A])		
Physically divide an established community?	No impact. No mitigation is required.	Not applicable - No Impact
Conflict with an applicable land use plan, policy or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	Less than significant impact. No mitigation is required.	Less Than Significant
Conflict with any applicable habitat conservation plan or natural community conservation plan?	Potentially Significant Impact Unless Mitigation Incorporated. Implementation of **Mitigation Measures BIO-1 through BIO-4**	Less Than Significant
MINERAL RESOURCES (FROM THE INITIAL STUDY [APPENDIX A])		
Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	No impact. No mitigation is required.	Not applicable - No Impact
Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	No impact. No mitigation is required.	Not applicable - No Impact
4.4 NOISE		
For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, results in exposure of people residing or working in the project area to excessive noise levels.	No impact. No mitigation is required.	Not applicable - No Impact
For a project within the vicinity of a private airstrip, expose people residing or working in the project area to excessive noise levels.	No impact. No mitigation is required.	Not applicable - No Impact
Would the project result in exposure of persons to or generation of excessive groundborne vibration or	Less than significant impact. No mitigation is required.	Less Than Significant

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
groundborne noise levels?		
Long-Term Traffic Noise Impacts: Would the project result in a substantial temporary, periodic, and/or permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	Less than significant impact. No mitigation is required.	Less Than Significant
Long-Term Operational Noise Impacts: Would the project cause exposure of persons to or generation of noise levels in excess of standards established in the City of Moreno Valley General Plan, Moreno Valley Municipal Code, or applicable standards of other agencies?	Less than significant impact. No mitigation is required	Less Than Significant
Short-Term Construction Noise Impacts: Would the project result in a substantial temporary, periodic, and/or permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	Significant impact. Mitigation is required. **4.9.6.1A** During all project site excavation and grading on site, the project contractor shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers consistent with manufacturers' standards. **4.9.6.1B** The project contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest to the project site. **4.9.6.1C** The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise-sensitive receptors nearest to the project site during all project construction. **4.9.6.1D** During all project site construction activities, the construction contractor shall limit all construction-related activities that would result in high noise levels to between the hours of 6:00 a.m. and 8:00 p.m. on weekdays and between the hours of 7:00 a.m. to 8:00 p.m. on weekends and holidays, unless written approval is obtained from the City Building Official or City Engineer. For grading activity, the hours are limited to between 7 am and 6 pm weekdays and 8 am to 4 pm on weekends and holidays.	Less Than Significant

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
Cumulative Noise Impacts: It is not possible to predict if contiguous properties may be constructed at the same time and create cumulative noise impacts that would be greater than if developed at separate times, However, in the event that adjacent properties are developed at the same time as the proposed project, implementation of the required mitigation at each development site would reduce the cumulative impacts of the proposed project to less than significant levels. The increases over existing traffic volume are attributable to cumulative development projects in the project vicinity and region. Cumulative noise impacts associated with roadway noise have been addressed based on the projected future traffic volumes. Comparing cumulative noise levels that would occur both with and without the project, the proposed project would not expose sensitive uses located adjacent to area roadways to excessive noise levels. Therefore, the proposed project's contribution to cumulative noise impacts at sensitive uses would not be significant.	No Impact. No mitigation is required.	Less Than Significant
POPULATION AND HOUSING (FROM THE INITIAL STUDY [APPENDIX A])		
Induces substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	Less than significant impact. No mitigation is required.	Less Than Significant
Displaces substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	No Impact. No mitigation is required.	Not applicable - No Impact
Displaces substantial numbers of people, necessitating the construction of replacement housing elsewhere?	No Impact. No mitigation is required.	Not applicable - No Impact
PUBLIC SERVICES (FROM THE INITIAL STUDY [APPENDIX A])		
Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other	Less than significant impact. No mitigation is required.	Less Than Significant

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
performance objectives for any of the public services: A) Fire Protection		
Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: B) Police Protection	Less than significant impact. No mitigation is required.	Less Than Significant
Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: C) Schools	Less than significant impact. No mitigation is required.	Less Than Significant
Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: D) Parks	No Impact. No mitigation is required.	Not applicable - No Impact
Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: E) Other Public Facilities	Less than significant impact. No mitigation is required.	Less Than Significant

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Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
RECREATION (FROM THE INITIAL STUDY [APPENDIX A])		
Would the project increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	Less than significant impact. No mitigation is required.	Less Than Significant
Would the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	Less than significant impact. No mitigation is required.	Less Than Significant
4.5 TRANSPORTATION		
Would the proposed project substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	Less than significant impact. No mitigation is required.	Less Than Significant
Would the proposed project result in inadequate emergency access?	Less than significant impact. No mitigation is required.	Less Than Significant
Would the proposed project conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	Less than significant impact. No mitigation is required.	Less Than Significant
Would the proposed project result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	Less than significant impact. No mitigation is required.	Less Than Significant
Would the proposed project conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways, and freeways, pedestrian and bicycle paths, and mass transit? Would the proposed project conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	<u>Existing Plus Project Intersection, Roadway Segment, and Freeway Segment Impacts</u>: Significant impact. Mitigation is required. **4.5.6.1A.** Prior to the issuance of building permits, the project applicant shall participate in the City of Moreno Valley Development Impact (DIF) Fee Program and pay the project's fair share for local circulation improvements as outlined in the VIP Moreno Valley Project Traffic Study. The City shall ensure that the intersection and street improvements outlined in the VIP Moreno Valley Project Traffic Study will be constructed pursuant to the timeframes established by the City of Moreno Valley Development Impact Fee Program.	Intersections and Roadway Segments: Less Than Significant Freeway Segments: Significant and Unavoidable

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
	4.5.6.1B. Prior to the issuance of building permits, the project applicant shall participate in the County of Riverside Transportation Uniform Mitigation Fee (TUMF) Program and pay the project's fair share for regional circulation improvements. The City shall ensure that the intersection and street improvements outlined in the VIP Moreno Valley Project Traffic Study will be constructed pursuant to the timeframe established by the County of Riverside TUMF Program.	
Would the proposed project conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways, and freeways, pedestrian and bicycle paths, and mass transit? Would the proposed project conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	<u>Opening Year 2013 Cumulative With Project Conditions Project Intersection, Roadway Segment, and Freeway Segment Impacts:</u> Significant impact. Mitigation is required. **4.5.6.2A.** Prior to the issuance of occupancy permits, the project applicant shall have constructed the site access roadway improvements outlined below. • Indian Street/South Project Driveway: Restripe to convert center turn lane on Indian Street to a two-way left-turn lane. This location does not meet a peak hour signal warrant. This is a site-adjacent improvement to be constructed by the project applicant.	Intersections and Roadway Segments: Less Than Significant Freeway Segments: Significant and Unavoidable
<u>Cumulative Impacts:</u> With the development of the proposed project and the cumulative projects, ten intersections and four roadway segments would require improvements in order to maintain the City's LOS standard. The LOS analysis for freeway segments and ramp merge/diverge areas indicates that three freeway segments and ramp merge/diverge areas would operate at unsatisfactory levels of service with the development of proposed project and cumulative projects.	Significant impact. Mitigation is required. **Mitigation Measures 4.5.6.1A, 4.5.6.1B and 4.5.6.2A.**	The roadway and intersection improvements are consistent with the City's General Plan and are included in the County's TUMF program, with the exception of Indian Street/South Project Driveway which would be constructed entirely by the project applicant. A portion of the City's DIF is allocated toward funding improvements to the City's transportation system and the specific improvements are based on the General Plan Circulation Element. For these reasons, the project's impacts to affected roadway segments will be mitigated

Table 1.B: VIP Moreno Valley - Environmental Summary

Thresholds of Significance	Significance Impact & Mitigation Measures	Level of Significance after Mitigation
		through payment of the City's DIF and the County's TUMF resulting in a less than significant impact. Improvements to affected freeway segments and ramp merge/diverge areas are outside the City's jurisdiction. Since the City has no control over when and how these improvements will be in place, impacts associated with the se identified freeway segments would remain significant and unavoidable until such improvements are constructed.
UTILITIES AND SERVICE SYSTEMS (FROM THE INITIAL STUDY [APPENDIX A])		
Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	Less than significant impact. No mitigation is required.	Less Than Significant
Require or result in construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	Less than significant impact. No mitigation is required.	Less Than Significant
Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects	Less than significant impact. No mitigation is required.	Less Than Significant
Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	Less than significant impact. No mitigation is required.	Less Than Significant
Result in a determination by the wastewater treatment provider which serves or may serve the project determined that it has adequate to serve the project's projected demand in addition to the provider's existing commitments?	Less than significant impact. No mitigation is required.	Less Than Significant
Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	Less than significant impact. No mitigation is required.	Less Than Significant
Comply with federal, state, and local statues and regulations related to solid waste?	Less than significant impact. No mitigation is required.	Less Than Significant

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2.0 INTRODUCTION AND PURPOSE

This section of the Draft EIR describes the purpose and type of EIR, the intended uses of the EIR, documents incorporated by reference, and the process and procedures governing the preparation of the environmental document. Included in this section is a discussion of issues determined to be less than significant. This section also identifies topic areas of discussion and analysis in the Draft EIR and provides an outline of the document format.

2.1 DOCUMENT FORMAT

To assist the reader's review of the document, the following describes the format of this EIR.

Section 1.0 *Executive Summary* provides a summary of the EIR document and (in Table 1.B) the proposed project impacts, proposed mitigation measures, and the level of significance of each impact following the application of identified mitigation measures.

Section 2.0 *Introduction and Purpose* provides a discussion of the EIR's purpose, focus, legal requirements, and an outline of the document's format and content.

Section 3.0 *Project Description* provides a detailed description of the proposed project, discretionary actions required to implement the project, and objectives of the proposed project.

Section 4.0 *Existing Setting, Impacts, and Mitigation Measures* evaluates the impacts associated with the proposed project. This section is organized by issue area and follows the following framework:

- *Existing Setting*. Information in the existing setting contains a discussion of the local and regional environment conditions (environmental and man-made) in existence at the time the NOP was circulated for public review. Existing setting information provides the reader with the "baseline" from which future impacts are analyzed, and provides a standard against which to measure these impacts.
- *Existing Policies and Regulations.* Regulatory requirements and policies (federal, state, and local) applicable to the issue area are summarized.
- *Methodology.* Identification of methods and techniques utilized for analysis.
- *Thresholds of Significance*. Determinations regarding the significance of potential impacts resulting from implementation of the proposed project are provided. These thresholds represent the criteria used in this EIR to determine whether identified impacts are significant.
- *Impacts*. Potential impacts are identified based on implementation of the proposed project. An analysis of potential impacts of the proposed project is presented in this section. This discussion focuses on the impacts of implementation of the proposed project, and includes potential short-term/long-term and direct/indirect project impacts, and consistency with applicable planning documents or regulations.
    - *Mitigation Measures*. The measures proposed to mitigate any potential impacts of the proposed project.
    - *Level of Significance after Mitigation.* Discussion that provides a conclusion as to whether implementation of the mitigation measures will reduce the project-related and cumulative impacts to a level that is less than significant.

- *Cumulative Impacts.* This discussion focuses on the potential environmental effect of the proposed project combined with the effects of reasonably foreseeable development within the project study area.

Section 5.0 *Additional Topics Required by CEQA* contains discussions of additional topics required by CEQA, including unavoidable effects of the proposed project, growth inducement, and significant irreversible environmental changes.

Section 6.0 *Alternatives* contains discussion of alternatives to development of the proposed project. As intended by CEQA, sufficient information about each alternative is included to provide meaningful evaluation, analysis, and comparison with the proposed project. This section also evaluates the proposed effects of the No Project Alternative and identifies the environmentally superior alternative.

Sections 7.0–9.0 Contain listings of organizations and persons consulted in preparation of the EIR, references cited, a list of the EIR preparers, and acronyms used in the document.

The *Appendices* contain a copy of the NOP, NOP mailing list, NOP comment letters and responses, public scoping meeting information, technical reports, and other relevant correspondence received during the course of the analysis of the proposed project.

2.2 PURPOSE OF THE DRAFT ENVIRONMENTAL IMPACT REPORT

Approval of the proposed project requires the following discretionary actions by the City:

- Certification of the Project EIR;
- Approval of a Tentative Parcel Map; and
- Approval of the Development Plan Review.

Because of these discretionary actions to be considered by the City, CEQA requires that the proposed project be reviewed to determine the environmental effects that would result if the project is approved and implemented. The City is the Lead Agency and has the responsibility for preparing and certifying this EIR prior to consideration of the proposed project. The City has the authority to make decisions regarding discretionary actions relating to implementation of the proposed project. Ministerial actions include approval of a Preliminary Water Quality Management Plan (P-WQMP) and Final WQMP (F-WQMP), Grading Plans, and Improvement Plans.

The objective of the Draft EIR is to inform City decision-makers, representatives of other affected/responsible agencies, the public, and other interested parties of the potential environmental consequences that may be associated with the approval and implementation of the proposed project. The Draft EIR also examines various alternatives to the proposed project and describes potential impacts relating to a variety of environmental issues and methods in which these impacts would be mitigated or avoided. This Draft EIR has been prepared in accordance with CEQA, California Public Resources Code Section 21000 *et seq.*; the *Guidelines for California Environmental Quality Act* (California Code of Regulations, Title 14, Chapter 3); and the rules, regulations, and procedures for implementing CEQA as adopted by the City.

2.2.1 Purpose of the California Environmental Quality Act

According to Section 15002 of *CEQA Guidelines*, the basic purposes of CEQA are to:

- Inform government decision-makers and the public about the potential significant environmental effects of proposed activities;

- Identify ways that environmental damage can be avoided or significantly reduced;
- Prevent significant, avoidable damage to the environment by requiring changes in projects through the use of alternatives or mitigation measures when the governing agency finds the changes to be feasible; and
- Disclose to the public the reasons why a governmental agency approved the project in the manner the agency chose if significant environmental effects are involved.

2.2.2 Intended Use of This EIR

The City, as the Lead Agency, has the responsibility for reviewing and approving the project-related actions. Under contract to the City and as permitted under *CEQA Guidelines* (§ 15084[d-e]), LSA Associates, Inc. (LSA), an independent environmental consulting firm, has prepared the Draft EIR. Prior to certification, this EIR must be subjected to the City's independent review and analysis. The information and conclusions must represent the City's independent judgment. This Draft EIR has been prepared utilizing information from City planning and environmental documents, applicant-provided technical studies; and other publicly available data. This Draft EIR is intended to provide the City with relevant information to use in considering approval of the proposed project by the City, and will serve as an informational document to assess the environmental effects of the proposed project and mitigation measures recommended to avoid or minimize identified significant impacts. As a public disclosure document, the Draft EIR has been made available to public agencies and the public for review prior to the City's consideration of the discretionary actions required for project approval.

2.2.3 Incorporated Documents

CEQA *Guidelines* (§ 15150) permits the incorporation by reference of all or portions of other documents that are generally available to the public. Any documents incorporated by reference are to be made available to the public for inspection at a public place or public building and CEQA requires that the EIR state where the incorporated documents will be made available for public inspection. The following documents have been incorporated by reference:

- *City of Moreno Valley General Plan*, adopted June 11, 2006.
- *City of Moreno Valley General Plan Final Environmental Impact Report*, July 2006.

Information from these documents relates to the condition of the natural and built environment; the type and level of services provided; City objectives, goals, and policies; thresholds for the evaluation of potential environmental impacts; and mitigation measures incorporated into the analysis contained in this Draft EIR. All of the project-related documents are available for review at the following locations:

City of Moreno Valley
Community Development Department
Planning Division
14177 Frederick Street
Moreno Valley, California 92553
(951) 413-3206
e-mail: jeffreyb@moval.com
Hours:
Monday through Thursday: 7:30 a.m. to 5:30 p.m.
Friday: closed

Moreno Valley Main Library
25480 Alessandro Boulevard
Moreno Valley, California 92553
(951) 413-3880
Hours:
Monday–Thursday: 9:00 a.m. to 8:00 p.m.
Saturday: 9:00 a.m. to 5:00 p.m.
Friday and Sunday: closed

The Draft EIR and technical studies is available online at the City's website: http://www.moval.org.

2.2.4 Technical Reports

Various technical reports have been prepared to assess specific issues that may result from the construction and operation of the proposed project. As relevant, information from these technical reports has been incorporated into the Draft EIR. The technical reports and other information included as appendices to this EIR include the following:

- Appendix A: *Initial Study, NOP, and NOP Comment Letters*, August 2011.
- Appendix B: Initial Study Technical Reports
  - Appendix B-1: *General Habitat Assessment, 71± Site (APNs: 316-210-071, -073, -075, -076), Moreno Valley, Riverside County California*, Ecological Sciences, Inc., August 1, 2010.
  - Appendix B-2: *Jurisdictional Survey and MSHCP Riparian/Riverine/Vernal Pools Evaluation, 71± Site (APNs: 316-210-071, -073, -075, -076), Moreno Valley, Riverside County California*, Ecological Sciences, Inc., November 1, 2009.
  - Appendix B-3: *Focused Surveys for Selected Criteria Area and Narrow Endemic Plant Species, 71± Site (APNs: 316-210-071, -073, -075, -076), Moreno Valley, Riverside County California*, Ecological Sciences, Inc., November 9, 2009.
  - Appendix B-4: *Focused Western Burrowing Owl Survey, 71± Site (APNs: 316-210-071, -073, -075, -076), Moreno Valley, Riverside County California*, Ecological Sciences, Inc., November 11, 2009.
  - Appendix B-5: *Phase I Cultural Resources Assessment and Paleontological Records Review Perris Bouldevard Project, Moreno Valley, Riverside County, California,* Michael Brandman Associates, March 22, 2007.
  - Appendix B-6: *Geotechnical Engineering Investigation Proposed Industrial Development Southwest Corner of Perris Boulevard and Grove View Road Moreno Valley, California*, NorCal Engineering, March 7, 2007.
  - Appendix B-7: *Phase I Environmental for the Evaluation of Potentially Hazardous Materials*, Centec Engineering, February 23, 2007.
  - Appendix B-8: *Preliminary Hydrology Report and Hydraulic Analysis for PA09-004, VIP Moreno Valley, SWC Perris Boulevard and Grove View Road*, Robert A. Bebensee, R.C.E., March 27, 2009.
  - Appendix B-9: *Preliminary Water Quality Management Plan, for PA09-0004 VIP Moreno Valley, SWC Perris Boulevard and Grove View Road*, Robert A. Bebensee, R.C.E., July 24, 2009.
  - Appendix B-10: *Water Supply Assessment for City of Moreno Valley Plot Plan Application PA09-004*, Eastern Municipal Water District, January 20, 2010.
- Appendix C: *LESA Modeling Worksheets*, LSA Associates, Inc., August 2011.
- Appendix D-1: *Air Quality Analysis VIP Moreno Valley*, LSA Associates, Inc., August 2011.
- Appendix D-2: *Health Risk Assessment VIP Moreno Valley*, LSA Associates, Inc., August 2011.
- Appendix E: *Greenhouse Gas Emissions and Global Climate Change Study*, LSA Associates, Inc., August 2011.
- Appendix F: *Noise Impact Analysis VIP Moreno Valley*, LSA Associates, Inc., August 2011.

- Appendix G: *Traffic Study VIP Moreno Valley*, LSA Associates, Inc., January 2012.

In addition to these technical studies, this Draft EIR includes the Initial Study, NOP, Distribution List, and public responses to the NOP, which are included as Appendix A.

2.3 PUBLIC REVIEW OF THE DRAFT ENVIRONMENTAL IMPACT REPORT

This Draft EIR will be distributed to responsible and trustee agencies, other affected agencies, and interested parties. Additionally, in accordance with Public Resources Code 21092(b)(3), the Draft EIR will be provided to all parties who have previously requested copies. Notice of Completion and Availability of the Draft EIR will be distributed as required by CEQA. During the 45-day public review period, the Draft EIR and technical appendices will be made available for review.

Written comments regarding this Draft EIR should be addressed to:

Jeff Bradshaw, Associate Planner
City of Moreno Valley, Planning Division
14177 Frederick Street
Post Office Box 88005
Moreno Valley, California 92553
Phone: (951) 413-3224
e-mail: jeffreyb@moval.com

After the 45-day public review period, written responses to all significant environmental issues raised will be prepared. These responses will be available for review for a minimum of 10 days prior to the public hearing before the Planning Commission, at which time the certification of the Final EIR will be considered. The Final EIR, which includes the Draft EIR, the public comments and responses to the Draft EIR, and findings will be included as part of the environmental record for consideration by the City decision-makers.

2.3.1 Initial Study and Notice of Preparation

The City formally initiated the environmental process with circulation of an NOP, which it sent to responsible agencies and interested individuals for a 30-day review period from August 26 to September 26, 2011. At the close of the public review period, the City had received 12 letters on the NOP. Summaries of the comments received during the NOP comment period have been previously identified in Section 1.3.1 of this Draft EIR. The NOP and the responses to the NOP from agencies and individuals are included in Appendix A of this EIR.

2.3.2 Public Scoping Meeting

A public scoping meeting was held to solicit public comment as to the scope of the EIR. This meeting was held on September 19, 2011, at 6:00 p.m. at the City of Moreno Valley City Council Chambers. Other than City staff and the EIR consultant, two members of the public attended and only one question was asked regarding the location of the project's soil export site.

2.4 POTENTIAL SIGNIFICANT IMPACTS OF THE PROPOSED PROJECT DISCUSSED IN THE EIR

As identified in the NOP, this Draft EIR includes an analysis of potential environmental effects associated with the following issues:

- Agricultural and Forest Resources
- Air Quality
- Greenhouse Gases and Global Climate Change
- Noise
- Transportation

2.5 EFFECTS FOUND NOT TO BE SIGNIFICANT

As required under CEQA (§ 15128), an EIR is to contain a statement supporting the Lead Agency's determination that some of the possible effects of a project are not significant and, therefore, are not discussed in detail in the EIR. The City has determined that potential impacts related to the following issue areas are either no impact, less than significant, or less than significant with implementation of mitigation measures (as indicated in the Initial Study (Appendix A). Mitigation that is identified for issues that were determined to be less than significant with the implementation of mitigation measures will be identified in the Mitigation Monitoring Plan that will be attached to the Final EIR and adopted by the City. The discussion below addresses each significance threshold as indicated in Appendix G of the CEQA Guidelines to make it clear to the reader which impacts are no impact, less than significant and less than significant with the implementation of mitigation measures.

2.5.1 Aesthetics

Would the project:

a) Have a substantial adverse effect on a scenic vista?

Less Than Significant Impact. According to the Moreno Valley General Plan EIR, much of the existing development within the planning area is limited to the flat valley floor, preserving the views of the largely undeveloped surrounding hillsides. Existing urbanized development consists of residential, business park, commercial, office, and public uses, with single-family residential uses comprising the great majority of urbanized land. Non-residential urban uses are concentrated along major transportation corridors and around the joint civilian and military use March Air Reserve Base. The proposed project is not within a scenic vista identified by the City's General Plan or Specific Plan 208. Although the General Plan identifies major scenic resources (i.e., surrounding mountains, San Jacinto/Hemet Valley, buildings, landscaping, and signs) in Moreno Valley as being visible from SR-60, the project would not affect views of these major scenic resources. In addition, the proposed project is consistent with development envisioned in the General Plan and Specific Plan 208, and based on the narrow definition of what constitutes a scenic vista as described in the City's General Plan EIR,[1] the potential impact to scenic vistas would be less than significant

b) Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?

No Impact. The proposed project is not located along a state scenic highway, nor are any state scenic highways located in the project vicinity.[2] As noted in the discussion above, the City's General Plan identifies major scenic resources as being visible from SR-60 and the project would not affect views of these major scenic resources. In addition, the proposed site does not contain rock outcroppings,

[1] *Figure 5.11-1 Major Scenic Resources*, City of Moreno Valley General Plan Final Program EIR, July 2006.
[2] Caltrans California Scenic Highway Program, http://www.dot.ca.gov/hq/LandArch/scenic/cahisys.htm, website accessed June 8, 2011.

historic buildings of significance, or other features that have been identified as scenic resources by either the City or State. The site does contain several ornamental trees (Eucalyptus, pine, and Peruvian pepper). Prior to development of the site, the developer will be required to replace all mature trees 4 inches in diameter or greater in accordance with the City's tree removal replacement policy. As no impact to an identified scenic resource within a state scenic highway would result from development of the proposed on-site uses, no impact associated with this issue would occur.

c) Substantially degrade the existing visual character or quality of the site and its surroundings?

Less Than Significant Impact. Visual impacts associated with changes to the general character of the *project site (e.g., loss of open area), the components of the visual settings (e.g., landscaping and* architectural elements), and the visual compatibility between proposed site uses and adjacent land uses would occur. The significance of visual impacts is inherently subjective as individuals respond differently to changes in the visual characteristics of an area. The project site is currently undeveloped with existing warehousing and industrial uses to the north, east, and west. Implementation of the proposed project would result in the construction and operation of approximately 1,616,133 square feet of warehouse distribution uses with associated parking areas, landscaping, and roadway infrastructure within approximately 71 acres. Therefore, development of the proposed project would change the character of the project site from open space to a more urbanized setting. The change in the character of the site would constitute an alteration of the existing visual character of the project site.

The proposed project features a variety of architectural elements including façade accents such as corner treatments and roof trim. The project would also provide variation in wall planes that serve to avoid an institutional appearance and break up the bulk of the buildings. This variation creates shadow lines at various times of the day. The proposed landscaping would replace the scattered weedy vegetation with a consistent and integrated vegetation palette. Landscaping on site would be provided in accordance with City Municipal Code Chapter 9.17, which requires the installation of landscaping on site and the planting of one tree for every 30 linear feet of building dimension that is visible from the parking lot or public right-of-way. The proposed project would also be required to install landscape and irrigation and provide screen walls to block view of activity in truck court. Additionally, the proposed project would include the installation of water-efficient landscaping throughout the development with landscaping proposed along the project perimeter, internal drives, and throughout the on-site parking areas. The City's Municipal Code (Section 19.05 and Table 9.05.040-8) establishes the number, location, height, and style of signage permitted within industrial zones. The submittal and approval of signs are required for all development in the City; therefore, it is reasonable to conclude that any on-site signs are internally compatible and consistent with the City's current signage standards. Adherence to City requirements would result in a less than significant level.

Although the visual characteristic of the project site would change, there would be no demonstrable negative aesthetic effect to the existing visual character or quality of the project site or its surroundings. The proposed project would replace the existing vacant parcel with development that is visually compatible with existing development in the vicinity as well as the proposed future urbanization of the area through the use of architectural elements, landscaping, and project design. In addition, the proposed project would be designed and constructed per applicable City Municipal Code and General Plan standards. Therefore, because no demonstrable negative aesthetic effect to the existing visual character or quality of the project site or its surroundings is anticipated to result from the proposed project, no significant impact related to this issue would occur.

d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Less Than Significant Impact. Currently, there are no sources of light or glare on the project site. Existing sources of light and glare from surrounding areas include streetlights, exterior lighting from the nearby warehouse buildings, and vehicle headlights from motorists driving along Perris

Boulevard. Development of the project site would introduce a new source of light and glare into the area in the form of street lighting, parking lot lighting, and security lighting for the buildings. It is anticipated that the materials utilized in the construction of the proposed lighting fixtures would be generally similar to those utilized in nearby warehouse uses within the City. Lighting within loading areas will be directed downward so as to not project lighting into the sky.

Exterior surfaces of the concrete tilt-up structure would be finished with a combination of architectural coatings, trim, glazing, and other building materials such as concrete and brushed metal. The proposed project is not expected to significantly increase the amount of daytime glare in the project area. All development in the City, which includes light generated from warehouse buildings and parking lots, is required to adhere to lighting requirements contained in the City's Municipal Code (Section 9.08.100 Lighting), which states that any outdoor lighting associated with nonresidential uses shall be shielded and directed away from the surrounding residential uses. Such lighting shall not exceed one-half foot-candle at all property lines and shall not blink, flash, oscillate, or be of unusually high intensity or brightness. Lighting in parking areas and drive aisles must be at least 1.0 foot-candle and cannot exceed a maximum of 8 foot-candles. Adherence to the City's Zoning Code would ensure that any building or parking lighting would not significantly impact adjacent uses. Therefore, impacts associated with this issue are less than significant

2.5.2 Biological Resources

Would the project:

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

Potentially Significant Unless Mitigation Incorporated. The following discussion is based in part on the *General Habitat Assessment*[1] prepared for the proposed project, including focused burrowing owl, special status plant, and wetland determination studies contained in its appendices. Biological resources surveys were conducted on the project site in February, May, June, and July 2007, and August and October 2009.

The proposed project site was last used for agricultural purposes in 2005 and currently lies fallow. The site is disked annually to reduce weed growth and fire hazards. Portions of the site have also been scraped by earthmoving equipment associated with adjacent development, roadway work, construction equipment staging, and stockpiling. Non-native, ornamental trees are located in the southeast portion of the site. Four small depressions created by construction activities are located on the eastern edge of the site. A north-south ditch is located through the center of the site.

In general, the existing condition on site is characterized as a regularly disked field that supports little to no standing vegetation. Ruderal (weedy) herbs and grasses occupy portions of the site perimeter, the ditch, and depressions. Ruderal, invasive species observed on the site included Palmer's amaranthus (*Amaranthus palmeri*), Russian thistle (*Salsola tragus*), pigweed (*Chenopoium album*), cheeseweed (*Malva parviflora*), foxtail chess (*Bromus madritensis*), ripgut grass (*Bromus diandrus*), barely (*Hordeum murinum*), common sow thistle (*Sonchus oleraceus*), prickly lettuce (*Lactuca serriola*), five-hook bassia (*bassia hysopifolila*), knotweed (*Polygonum arenastrum*), and short-pod mustard (*Hirschfeldia incana*). Ornamental trees include gum tree (*Eucalyptus* sp.), pine (*Pinus* sp.), and Peruvian pepper (*Schinus molle*). Native plant species present on the site include common sunflower (*Helianthus annuus*), Rancher's fireweed (*Amsinckia menziesii*), California-aster (*Lessingia filaginifolia*), horseweed (*Conyza canadensis*), a few mule fat (*Baccharis salicifolia*), and one broom baccharis (*Baccharis sarothroides*). The ditch supports many of the ruderal species cited above as well as scattered night shade (*Solanum* sp.), pineapple weed (*Chamomilla suaveolens*), dog

[1] *General Habitat Assessment, 71-acre Site, APNs 316-210-071, -073, -075, -076*, Ecological Sciences, Inc. August 1, 2010.

mayweed (*Anthemis cotula*), curly dock (*Rumex crispus*), tarplant (*Centromadia pungens* ssp. *pungens*), willow-herb (*Epilobium ciliatum*), saltheliotrope (*Heliotropium curassavicum*), fleabane (*Conyza bonariensis*), thistle (*Cirsium* sp.), Rancher's fireweed, decaying stalks of cattails (*Typha latifolia*), one willow (*Salix* sp.), and invasive saltcedar (*Tamarix* sp.). The four depressions are dominated by brome grasses, filaree (*Erodium cicutarium*), mustards (*Brassica/Hirschfeldia* sp.), Russian thistle, Bermuda grass (*Cynodon dactylon*), aster, mayweed, telegraph weed (*Heterotheca grandiflora*), common sunflower, Australian saltbush (*Atriplex semibaccata*), fleabane, and nettle-leaved goosefoot (*Chenopoium murale*).

Birds observed on the site included the red-tailed hawk (*Buteo jamaicensis*), American kestrel (*Falco sparverius*), common raven (*Corvus corax*), American crow (*Corvus brachyrhynchos*), Brewer's blackbird (*Euphagus cyanocephalus*), European starling (*Sturnus vulgaris*), rock dove (*Columbia livia*), Say's phoebe (*Sayornis saya*), northern mockingbird (*Mimus polyglottos*), western kingbird (*Tyrannus verticalis*), western meadowlark (*Sturnella neglecta*), morning dove (*Zenaida macroura*), house finch (*Carpodacus mexicanus*), and house sparrow (*Passer domesticus*). Reptiles observed on the site included the side-blotched lizard (*Uta stansburiana*) and western fence lizard (*Sceloporus occidentialis*). Mammals observed on the site included the California ground squirrel (*Spermophilus beecheyi*), desert cottontail (*Sylvilagus audubonii*), and pocket gopher (*Thomomys bottae*).

Thirty-one species in western Riverside County have special status under the Federal Endangered Species Act (FESA) and/or the California Endangered Species Act (CESA). These include species that are listed as "endangered" or "threatened" under the FESA or that have been "proposed" or are "candidates" for such listing. These also include species that are listed as "endangered," "threatened," or "rare" under the CESA or that have been petitioned (i.e., are "candidates") for listing. The Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) provides for the long-term survival of protected and sensitive species by designating a contiguous system of habitat to be added to existing public/quasi-public lands. The Plan includes an impact fee collected by the 16 member cities and other local agencies, including the City of Moreno Valley, used to acquire these lands. Depending on the location of a private or public development project, certain biological studies may be required to comply with the MSHCP. The MSHCP defines two distinct consistency processes for development projects based on their location within the MSHCP Plan Area, with separate processes for projects located outside of Criteria Areas and those within a Criteria Area. Through implementation of these requirements, development projects are found to be consistent with the MSHCP, and impacts to covered species are considered less than significant. The project site is not located within an MSHCP Criteria Area, but is located in an area requiring habitat assessments for burrowing owl (*Athene cunicularia*), five Narrow Endemic Plant Species (NEPS), and nine Criteria Area Plant Species (CAPS). A Jurisdictional Delineation is required to assess potential jurisdiction of the ditch running north/south through the center of the project site.

Species Status Avian and Burrowing Owl Species

Burrowing owls or their sign (pellets, fecal material, or prey remains) were not observed during the habitat assessment surveys (February 2007) or focused surveys (August 2009) conducted on site. Due to intensive disking that had occurred on site, only a few marginally suitable potential burrows were identified. Although burrowing owl is known to occur on land that has been disturbed, it tends to avoid heavily disked areas because potential burrows occlude/collapse. However, burrowing owls, and other native bird species protected under the Migratory Bird Treaty Act (MBTA), are very mobile and opportunistic species that can occupy a site. For this reason, **Mitigation Measures BIO-1** through **BIO-4** requiring pre-construction surveys will be implemented to reduce impacts to nesting birds and burrowing owl.

- **Mitigation Measure BIO-1:** No more than 72 hours prior to initiation of ground-disturbing activities, a pre-construction survey shall be completed by a qualified biologist. The survey will identify special status avian species (if any) within the area of intended disturbance. In the event no special status avian species are identified within the limits of disturbance, no further

mitigation is required. In the event such species are identified within the limits of ground disturbance, **Mitigation Measure BIO-3** shall apply.

- **Mitigation Measure BIO-2:** No more than 72 hours prior to initiation of ground-disturbing activities, a pre-construction burrowing owl survey shall be completed by a qualified biologist for the planned disturbance area. The pre-construction burrowing owl surveys may be conducted as part of the survey required in **Mitigation Measure BIO-1**. A report detailing the findings of the pre-construction survey shall be submitted to the City prior to the initiation of ground-disturbing activities. In the event no burrowing owls are identified within the limits of ground disturbance, no further mitigation is required. In the event burrowing owls are identified within the limits of ground disturbance, **Mitigation Measures BIO-3** and **BIO-4** shall apply.
- **Mitigation Measure BIO-3:** If nesting special status avian or burrowing owl species are determined to occupy a proposed area of disturbance, no construction activity shall take place within 500 feet of an active nest/burrow until it has been determined that the nest/burrow is no longer active, and all juveniles have fledged the nest/burrow.
- **Mitigation Measure BIO-4:** If active burrowing owl burrows are detected outside the breeding season, then passive and/or active relocation may be approved following consultation with the CDFG and/or USFWS. One-way doors may be installed as part of a passive relocation program. Burrowing owl burrows shall be excavated with hand tools by a qualified biologist when determined to be unoccupied, and backfilled to ensure that animals do not re-enter the holes/dens.

Implementation of the above-listed mitigation measures would reduce impacts to burrowing owl and special status avian species to a less than significant level.

Special Status Plant Species

The five NEPS and nine CAPS were not observed during the general survey (February 2007) and focused surveys (May, June, and July 2009) conducted on site. Overall, the project site lacks suitable habitat for these species due to historic agricultural activities. Nonetheless, focused surveys were conducted to cover the four depressed areas and the ditch. No special status plants were observed during the focused surveys. Because of the absence of members of the species and suitable habitat, a less than significant impact to special status plants would occur.

b) Have a substantially adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Wildlife Service?

Less than Significant Impact. Assessment of the MSHCP objectives associated with Riparian/Riverine Areas, Vernal Pools, and Fairy Shrimp is required because of the presence of the four depressions on the eastern project boundary and the ditch that runs north-south through the center of the site. This assessment was included in the *Jurisdictional Survey and MSHCP Riparian/Riverine/Vernal Pools Evaluation* prepared for the project.[1] No evidence of a natural stream course, riparian area, or vernal pool was observed during the February 2007 general site survey. Subsequent field survey in October 2009 identified mud cracks in the four depressions along the eastern project boundary. In 2007, this area had been recently scraped as part of the City's Perris Boulevard widening project. As part of the biological resources assessment for the roadway widening project, dry season fairy shrimp surveys yielded the presence of the common Lindahl's (versatile) fairy shrimp (*Branchinecta lindahli*), which is a non-listed species. The City mitigated impacts to the vernal pool by purchasing mitigation bank credits toward an off-site wetland mitigation bank. Complete mitigation of impacts to these vernal pools has been satisfied. No further analysis of this issue in the EIR is required.

[1] Jurisdictional Survey and MSHCP Riparian/Riverine/Vernal Pools Evaluation, Ecological Sciences, Inc., November 1, 2009.

As stated in the jurisdictional survey report, water does not appear to remain in the ditch long enough to support wetland hydrology and extensive hydrophytic vegetation. The drainage ditch was created approximately 20 years ago in order to receive off-site drainage flows from the property to the north. That property and Grove View Road were developed last year, and drainage from the property to the north now flows into a storm drain located in Grove View Road. The ditch no longer accepts off-site flows and now only accepts minimal amounts of drainage from on-site sheet flow. In accordance with the MSHCP definition of a wetland habitat or a natural stream, the ditch was artificially created for the purposes of drainage and is therefore not defined as a wetland habitat or an altered natural stream course. For this reason, the proposed project would have a less than significant impact on riparian/riverine areas, vernal pools, and fairy shrimp.

c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

Less than Significant Impact. The potential for agency jurisdiction of the on-site drainage ditch was assessed as part of the previously referenced *Jurisdictional Survey and MSHCP Riparian/Riverine/Vernal Pools Evaluation* prepared for the project. The ditch does not meet the three-parameter test for jurisdiction (vegetation, hydrology, and soils). The jurisdictional survey report notes the ditch contains only one riparian indicator species, a willow tree. The ditch is not part of a remnant blue line stream or connected upstream or downstream from a known natural stream or modified natural drainage way. Soil samples at three locations indicated a lack of hydric soils. The proposed project would have a less than significant impact on protected wetlands.

d) Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Less than Significant Impact. Habitat fragmentation occurs when a proposed action results in a single, unified habitat area being divided into two or more areas, such that the division isolates the two new areas from each other. Isolation of habitat occurs when wildlife cannot move freely from one portion of the habitat to another or from one habitat type to another. An example is the fragmentation of habitats within and around clustered residential development. Habitat fragmentation may occur when a portion of one or more habitats is converted into another habitat, as when scrub habitats are converted into annual grassland habitat because of frequent burning.

Upon completion, implementation of the MSHCP will create an interconnected link of natural habitat areas by utilizing existing public and quasi-public areas and acquiring additional areas to establish this interconnected link of natural habitats using fees collected by the member agencies as private land is developed. The resulting habitat areas will result in the protection of sensitive and special status species, partly through the interconnected habitat areas. Because the proposed project is not covered by a proposed or existing Core or Linkage as identified in the MSHCP, development of the site will not impede wildlife movement. The project site is not in proximity to any known wildlife corridors. Intervening development (industrial uses) and roadways adjacent to the project site separate the project site from surrounding areas. These features already restrict wildlife movement in the project vicinity. Due to the disturbed condition of the project site, the nature of adjacent development, and the intervening presence of roadways and infrastructure, development of the proposed project would not result in significant habitat fragmentation or substantially affect established wildlife corridors or wildlife movement. Therefore a less than significant impact associated with this issue would occur.

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

No Impact. City policies or ordinances identified in the General Plan protecting biological resources include mitigation of impacts to riparian areas or other natural sensitive communities (Policy 7.4.1), preservation of natural drainage courses in their natural hydrological state (Policy 7.4.3), and City fulfillment of obligations set forth within any agreements and permits related to MSHCP implementation (Policy 7.4.5). Adherence to Policy 7.4.5 was discussed previously in response to Questions a), b), and d) above.

The drainage ditch running north-south through the center of the project site does not contain the vegetation, hydrology, or soils characteristics associated with a wetland or natural drainage. As previously identified, the ditch is not considered a riparian area and therefore the project would not conflict with the City's polices to protect natural drainages and sensitive communities. Therefore, the proposed project would not conflict with local policies or ordinances protecting biological resources and a less than significant impact would occur.

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state habitat conservation plan?

Potentially Significant Impact Unless Mitigation Incorporated. See responses to Questions a), b), and d) above. The proposed project is located within the boundaries of the Stephens' Kangaroo Rat Habitat Conservation Plan (SKR HCP). Also, the City is participating in the MSHCP, a comprehensive habitat conservation-planning program addressing multiple species' needs, including preservation of habitat and native vegetation in western Riverside County. The project is not within any MSHCP Criteria Areas or Public/Quasi-Public Land. The project as designed and conditioned is consistent with the MSHCP and will have not conflict with the MSHCP or SKR HCP. The SKR HCP will require a fee of $500.00 per acre to be paid by the developer to assist in setting aside established protection areas for said habitat. This project will also be subject to fees to support the implementation of the MSHCP. The fee is currently $6,597 per acre.

2.5.3 Cultural Resources

Would the project:

a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?

Less than Significant Impact. Based on the Phase I Cultural Resources Assessment and Paleontological Records Review prepared for the proposed project, the site contains a historic site and a historic isolate, which were recorded and evaluated for significance in accordance with CEQA. Based on the study, it was determined that the historic resource and historic isolate were not considered to be significant. Consequently, construction and grading of the proposed project site will not affect significant historic resources, resulting in a less than significant impact.

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?

Less than Significant Impact. Based on the Phase I Cultural Resources Assessment and Paleontological Records Review prepared for the proposed project, the site has a low potential for containing archeological resources due to the lack of such resources previously discovered in the surrounding area and the disturbed nature of the project site. Consequently, construction and grading of the proposed project site will have a low probability of damaging archeological resources. Impacts to archeological resources are considered to be less than significant.

c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Potentially Significant Impact Unless Mitigation Incorporated. Based on the Phase I Cultural Resources Assessment and Paleontological Records Review prepared for the proposed project, the

site has a high potential to contain significant fossil resources due to the presence of early to middle Pleistocene alluvial fan deposits. These resources are the fossilized biotic remains of ancient environments valued for the information they yield about the history of the earth and its past ecological settings. These resources have the potential for being unearthed and damaged during grading and construction activities and are estimated to lie at approximately 4 feet below ground surface. Construction and grading of the proposed project site will result in soil disturbance below 4 feet, which may unearth previously undetected subsurface paleontological resources. **Mitigation Measure CUL-1** has been identified to reduce the significance of paleontological resource impacts.

Mitigation Measure CUL-1: Prior to construction involving excavation four feet or more below existing surface grade, the construction contractor shall provide evidence that a qualified paleontologist has been retained, and that the paleontologist(s) shall be present during all grading and other significant ground-disturbing activities that reach four feet or more below existing surface grade. If the paleontologist(s) do not find evidence for Pleistocene-era deposits once the maximum excavation depth is reached, monitoring shall be discontinued. In the event fossiliferous deposits are encountered, the following measures shall be implemented:

- Monitoring shall be conducted by qualified paleontological monitor(s) of excavation in areas identified as likely to contain paleontological resources, including undisturbed older Pleistocene alluvium. Paleontological monitors shall be equipped to salvage fossils as they are unearthed, to avoid construction delays, and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates. Monitors shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens. Monitoring may be reduced if the potentially fossiliferous units are determined upon exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources.
- Paleontological monitoring of any earthmoving will be conducted by a monitor, under direct guidance of a qualified paleontologist. Earthmoving in areas of the parcel where previously undisturbed sediments are buried, but not otherwise disturbed, will not be monitored.
- If too few fossil remains are found after 50 percent of the planned-for earthmoving has been completed, monitoring can be reduced or discontinued in those areas at the project paleontologist's direction.
- Preparation of recovered specimens to a point of identification and permanent preservation, including washing of sediments to recover small invertebrates and vertebrates.
- Identification and curation of specimens into a professional, fully accredited museum repository with permanent retrievable storage. The paleontologist must have a written repository agreement in hand prior to the initiation of mitigation activities.
- Preparation of a report of findings with and appended itemized inventory of specimens. The report and report and inventory, when submitted to the City of Moreno Valley along with confirmation of the curation of recovered of recovered specimens into an established, accredited museum repository, will signify completion of the program to mitigate impacts to paleontological resources.

Adherence to this measure would reduce impacts to paleontological resources to a less than significant level.

d) Disturb any human remains, including those interred outside of formal cemeteries?

Less Than Significant Impact. No evidence is in place to suggest the project site has been used for human burials.[1] The California Health and Safety Code states that if human remains are discovered on site, no further disturbance shall occur until the County Coroner has made a determination of origin and disposition.[2] Disposition of the human remains should occur in the manner provided in §

[1] *Chapter 5.10 Cultural Resources*, City of Moreno Valley General Plan Final EIR, July 2006.
[2] Division 7, *Dead Bodies;* Chapter 2, *General Provisions*, § 7050.5, California Health and Safety Code.

5097.98 of the Public Resources Code. If the Coroner determines that the remains are not subject to his or her authority and if the Coroner recognizes the human remains to be those of a Native American, or has reason to believe that they are those of a Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission. As adherence to State regulations is required for all development, no mitigation is required in the unlikely event that human remains were discovered on the site. Therefore, impacts associated with the discovery of human remains would be less than significant.

2.5.4 Geology and Soils

Would the project:

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:

   (i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?

   No Impact. The proposed project site is not located within the boundaries of an earthquake fault zone for fault-rupture hazard as defined by the Alquist-Priolo Earthquake Fault Zoning Act. The nearest faults are those that form the San Jacinto Fault Zone,[1] located approximately 7.0 miles from the project site. As such, the potential for fault ground rupture at the site is considered low; therefore, no impact related to this issue would occur

   (ii) Strong seismic ground shaking?

   Less Than Significant Impact. Like all of Southern California, the project site is located in a seismically active area and is subject to ground shaking resulting from activity on local and regional faults. The maximum event on the San Jacinto Fault zone affecting the project site would measure magnitude 7.2.[2] The maximum credible earthquake (MCE) is generally less than or equal to design levels as defined by the Uniform Building Code (UBC). The California Building Code (California Code of Regulations, Title 24) established engineering standards appropriate for the seismic zone in which development may occur. Adherence to the UBC and the California Building Code standards would ensure potential ground shaking impacts are reduced to a less than significant level.

   (iii) Seismic-related ground failure, including liquefaction?

   Less Than Significant Impact. Liquefaction is a phenomenon that occurs when strong earthquake shaking causes soils to collapse from a sudden loss of cohesion and undergo a transformation from a solid to a liquefied state. Factors influencing a site's potential for liquefaction include area seismicity, the type and characteristics of on-site soils, and the level of groundwater. Liquefaction typically occurs in areas where groundwater is shallower than approximately 30 feet, and where there is the presence of loose, sandy soils. According to the City's General Plan, liquefaction is not considered to be a local hazard since groundwater levels in Moreno Valley are far below the surface.[3] The project's geotechnical analysis[4] indicates that the depth of groundwater within the project vicinity is in excess of 100 feet. The proposed project site is not located in an area identified as being prone to liquefaction. The potential for earthquake-induced liquefaction within

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1 California Geological Survey, 2002 and 2005.
2 *Table 5.6-1 Potential Earthquake Scenarios for Moreno Valley*, Moreno Valley General Plan Final Program EIR, July 2006.
3 *Chapter 6 Safety*, City of Moreno Valley General Plan, July 11, 2006.
4 *Geotechnical Engineering Investigation Proposed Industrial Development Southwest Corner of Perris Boulevard and Grove View Road Moreno Valley, California*, NorCal Engineering, March 7, 2007.

the proposed project is considered very low.[1] Because liquefaction at the project site is considered to be very low, a less than significant impact related to liquefaction would occur

(iv) Landslides?

No Impact. Landslides are rock, earth, or debris flows on slopes as a result of gravity. They occur on any terrain given the right conditions of soil, moisture, and the angle of slope and are triggered by rains, floods, earthquakes, and other natural causes as well as human-made causes, such as grading, terrain cutting and filling, excessive development.[2] The topography of the site is generally flat with a gentle slope from east to west and does not present any significant topographical features that would result in any landslide occurrences. No landslide impact would result from the development of the proposed on-site uses.

(b) Result in substantial soil erosion or the loss of topsoil?

Less Than Significant Impact. Based on a review of the Soil Survey, Western Riverside Area, California,[3] the proposed project site is mapped as containing Exeter sandy loam, 0–2 percent slopes (EnA), Exeter sandy loam, deep (EpA), Exeter very fine sandy loam (EwB), Exeter very fine sandy loam, deep (EyB), Greenfield sandy loam (GyA), Ramona sandy loam (RaA), Ramona very fine sandy loam (ReC2), and Travor loamy fine sand, eroded (Tp2). The erosion hazard for EnA, EpA, GyA, and RaA soils is slight, while EwB, EyB, and Tp2 soils have a slight to moderate erosion hazard. ReC2 soils have a moderate erosion hazard. Development would require the movement of on-site soils and the import of fill material. Prior to the issuance of grading permits, the project proponent would be required to prepare and submit detailed grading plans for the project site. These plans must be prepared in conformance with applicable standards of the City's Grading Ordinance.

Development of the site would involve more than one acre; therefore, the proposed project is required to obtain a National Pollutant Discharge Elimination System (NPDES) permit. A Storm Water Pollution Prevention Plan (SWPPP) would also be required to address erosion and discharge impacts associated with the proposed on-site grading. In addition to preparation of an SWPPP, new development projects submitted to the City would be required to submit a project-specific Water Quality Management Plan (WQMP). The WQMP would identify measures to treat and/or limit the entry of contaminants into the storm drain system. The WQMP is required to be incorporated by reference or attached to the project's SWPPP as the Post-Construction Management Plan.

As soils covering the majority of the project site have a slight to moderate erosion hazard potential, imported fill material would be approved by a soils engineering firm, and because the project would be required to adhere to the City's Grading Ordinance, obtain an NPDES Permit, and prepare an SWPPP, construction and operational, impacts associated with soil erosion hazards are less than significant.

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on-site or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

Potentially Significant Impact Unless Mitigation Incorporated. The project's geotechnical analysis[4] performed in-place density tests, which revealed that soil shrinkage that may occur would be approximately 10 percent to 15 percent due to excavation and recompaction. This is based on the assumption that the fill would be compacted to 90 percent of the dry density per ASTM standards. As a result subsidence is estimated at 0.2 feet due to earthwork operations. Impacts are considered potentially significant and mitigation measures are required. The geotechnical analysis determined that there is no potential for landslides or liquefaction. Additionally, potential impacts related to lateral

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1 *Figure 5.6-2 Seismic Hazards*, Moreno Valley General Plan Final Program EIR, July 2006.
2 American Planning Association Research, http://www.planning.org/landslides/docs/whatare.html, October 2007.
3 Soil Survey Geographic database (SSURGO)/Soil Data Mart, 2003.
4 *Geotechnical Engineering Investigation Proposed Industrial Development Southwest Corner of Perris Boulevard and Grove View Road Moreno Valley, California*, NorCal Engineering, March 7, 2007.

spreading would be reduced to less than significant level through adherence to the UBC. The following mitigation measure would reduce potential impacts associated with unstable soils to a less than significant level.

Mitigation Measure GEO-1: Prior to the issuance of grading permits, any existing low density soils and/or saturated soils shall be removed to competent natural soil under the inspection of the Soils Engineering Firm. After the exposed surface has been cleansed of debris and/or vegetation, it shall be scarified until it is uniform in consistency, brought to the proper moisture content and compacted to a minimum of 90 percent relative compaction (in accordance with ASTM: D-1557). In any area where a transition between fill and native soil or between bedrock and soil are encountered, additional excavation beneath foundations and slabs will be necessary in order to provide uniform support and avoid differential settlement of the structure.

The on-site soils or approved import soils may be utilized for the compacted fill, provided they are free of any deleterious materials and shall not contain any rocks, brick, asphaltic concrete, concrete, or other hard materials greater than eight inches in maximum dimensions. Any import soil must be approved by the Soils Engineering firm a minimum of 24 hours prior to importation to the site.

The approved fill soils shall be placed in layers not in excess of six inches in thickness. Each lift shall be uniform in thickness and thoroughly blended. The fill soils shall be brought to within 2 percent of the optimum moisture content, unless otherwise specified by the Soils Engineering firm. Each lift shall be compacted to a minimum of 90 percent relative compaction (in accordance with ASTM: D-1557) and approved prior to the placement of the next layer of soil. Compaction tests shall be obtained at the discretion of the Soils Engineering firm but to a minimum of one test for every 500 cubic yards placed and/or for every two feet of compacted fill placed.

The minimum relative compaction shall be obtained in accordance with accepted methods in the construction industry. The final grade of the structural areas shall be in a dense and smooth condition prior to placement of slabs-on-grade or pavement areas. No fill soils shall be placed, spread, or compacted during unfavorable weather conditions. When the grading is interrupted by heavy rains, compaction operations shall not be resumed until approved by the Soils Engineering firm.

d) Be located on expansive soil, as defined in Table 18-a-B of the Uniform Building Code (1994), creating substantial risks to life or property?

Potentially Significant Impact Unless Mitigation Incorporated. Expansive soils generally have a significant amount of clay particles, which can give up water (shrink) or take on water (swell). The change in volume exerts stress on buildings and other loads placed on these soils. The extent of shrink/swell is influenced by the amount and kind of clay in the soil. The occurrence of these soils is often associated with geologic units having marginal stability. The distribution of expansive soils can be widely dispersed, and they can occur in hillside areas as well as low-lying alluvial basins.

As discussed above, soils on site include Exeter sandy loam, 0–2 percent slopes (EnA), Exeter sandy loam, deep (EpA), Exeter very fine sandy loam (EwB), Exeter very fine sandy loam, deep (EyB), Greenfield sandy loam (GyA), Ramona sandy loam (RaA), Ramona very fine sandy loam (ReC2), and Travor loamy fine sand, eroded (Tp2).[1] As detailed in the project's geotechnical analysis,[2] expansive soils were observed on the project site. Exploratory trenches revealed the existing earth materials on site to consist of a disturbed soil/fill and natural soil. A fill/disturbed natural soil classifying as a brown, sandy to clayey silt to a silty sand was encountered across the site and ranged in depth from 1 foot to 1½ feet. These soils were noted to be soft to loose and damp. An undisturbed alluvium soil classifying as a brown sandy to clayey silt to a silty sand was encountered beneath the disturbed top soils and fill. These native soils were noted to be firm to stiff, medium dense to dense, and moist.

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1 Soil Survey Geographic database (SSURGO)/Soil Data Mart, November 23, 1998.
2 *Geotechnical Engineering Investigation Proposed Industrial Development Southwest Corner of Perris Boulevard and Grove View Road Moreno Valley, California*, NorCal Engineering, March 7, 2007.

Development of the proposed project site would be required to adhere to UBC and City design and engineering standards. However, because expansive soils are present on site, impacts associated with this issue are potentially significant and mitigation measures are required. The following mitigation measure would reduce potential impacts associated with expansive soils to a less than significant level.

Mitigation Measure GEO-2: Prior the issuance of grading permits, the project proponent shall inform the project engineers, architects, owner, maintenance personnel, and other interested parties of the Expansive Soil Guidelines provided in the project's geotechnical analysis. The recommendations identified in the project's Expansive Soil Guidelines shall be reviewed and considered by the project engineers, architects, owner, maintenance personnel, and other interested parties to determine applicable design guidelines. Applicable design guidelines shall be included and implemented in the project's grading plans.

e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

No Impact. The proposed project would connect to the existing sanitary sewer system. Because septic or alternative waste disposal systems would not be utilized, no impact related to this issue would occur.

2.5.5 Hazards and Hazardous Materials

Would the project:

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Less Than Significant Impact. The proposed project would result in the construction of industrial uses. Potentially hazardous materials such as fuel, paint products, lubricants, solvents, and cleaning products may be used and/or stored on site during the construction and/or occupancy of the proposed industrial facilities. The transport, use, and storage of hazardous materials during the construction and operation of the site would be conducted in accordance with all applicable state and federal laws. Compliance with all applicable laws and regulations would reduce the potential impact associated with the routine transport, use, storage, or disposal of hazardous materials to a less than significant level.

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment?

Less Than Significant Impact. Exposure to hazardous materials during the construction and operation of the proposed on-site uses would result from (1) the improper handling or use of hazardous substances; (2) transportation accident; or (3) an unforeseen event (e.g., fire, flood, or earthquake). The severity of any such exposure is dependent upon the type, amount, and characteristic of the hazardous material involved; the timing, location, and nature of the event; and the sensitivity of the individual or environment affected.

The transport, storage, and handling of hazardous material is governed by existing local, state, and federal regulations, including applicable sections of the California Code of Regulations. In Moreno Valley, the Riverside County Community Health Agency, Department of Environmental Health is the local agency that has been certified by the California Environmental Protection Agency (CalEPA) to implement and ensure compliance with six state environmental and emergency programs. These programs include Hazardous Materials Business Plan/Emergency Response Plan, Hazardous Waste/Tiered Permitting, Underground Storage Tanks, Above ground Storage Tanks, California

Accidental Release Program, and the Uniform Fire Code Hazardous Materials Management Plan and Hazardous Material Inventory Statements. The Riverside County Community Health Agency, Department of Environmental Health, as the local agency charged with implementing these programs, will provide permitting, inspections, and enforcement with the required regulations. Hazardous wastes produced on site are subject to requirements associated with accumulation time limits, proper storage locations and containers, and proper labeling. Additionally, for removal of hazardous waste from the site, hazardous waste generators are required to use a certified hazardous waste transportation company, which must ship hazardous waste to a permitted facility for treatment, storage, recycling, or disposal.

As with any operation in which hazardous materials are utilized, any on-site activity involving hazardous substances must adhere to applicable local, state, and federal safety standards, ordinances, or regulations. Businesses engaged in the use, storage, or transport of hazardous substances are monitored by various local (e.g., Riverside County Fire Department) and State (e.g., Department of Toxic Substance Control) entities. Compliance with applicable regulations will ensure impacts associated with the use, transport, storage, and sale of hazardous materials will be less than significant.

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Less Than Significant Impact. The nearest existing school to the project site is Rancho Verde High school, which is located at 17750 Lasselle Street, approximately 1.0 mile to the east and El Potrero Elementary School at 16820 Via Pamplona Drive located approximately 1.0 mile to the northeast. There are no proposed schools located within a quarter mile of the project site. In the absence of an existing or proposed school within a quarter mile of the project site, no impact would occur.

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

Less Than Significant Impact. The Department of Toxic Substance Control (DTSC), which designates the sites for the Hazardous Waste and Substance Site (Cortese) List, does not indicate any underground storage tanks, hazardous waste generators, landfills, or other potentially hazardous materials located on the site.[1] The project site and adjacent sites were not listed in any of the databases searched, including the Cortese list. Although past agricultural activity, which included the use of pesticides, was occurring as recent as 2005, the Phase I Site Assessment concluded that common practices in the application of these pesticides, including the ordinarily limited quantities in which they are applied and limited lifespan of these materials, no significant environmental concerns remain on the site from the past use of these materials. The proposed project site is not noted on public records reviewed in the Phase I Site Assessment as a known source of hazardous materials contamination. As such, impacts are less than significant.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?

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[1] *Phase I Environmental Assessment for the Evaluation of Potentially Hazardous Materials for Approximately 75 Acres Between Indian Avenue and Perris Boulevard, North of the Perris Valley Storm Drain, Moreno Valley, California 92551*, Centec Engineering, Inc., February 23, 2007/

Less Than Significant Impact. The nearest airport, March Reserve Base Airport, is located approximately 0.5 mile northwest of the proposed project site. The proposed project is located outside of the Accident Potential Zones (APZ) of the March Air Reserve Base Air Installation Compatibility Use Zone Study.[1] The proposed uses and building structure are therefore compatible with the permitted uses and building structure height restrictions for the March Reserve Base. The proposed project is also consistent with the permitted uses and building height restrictions contained in Specific Plan 208. No other airport exists within the City of Moreno Valley. The development of the proposed project uses would not result in a safety hazard to persons residing or working in the project area. A less than significant impact would occur.

g) Impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Less Than Significant Impact. The proposed project is consistent with the General Plan Circulation Element and Specific Plan 208. The proposed project would be required to design, construct, and maintain structures, roadways, and facilities in accordance with applicable standards associated with vehicular access, resulting in the provision of adequate vehicular access that would provide for adequate emergency access and evacuation. Construction activities that may temporarily restrict vehicular traffic would be required to implement adequate and appropriate measures to facilitate the passage of persons and vehicles through/around any required road closures. Adherence to these measures would reduce potential impacts related to this issue to a less than significant level.

h) Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

Less Than Significant Impact. The project site is not located within a Fire Hazard Area or within an area susceptible to wildfires identified by the City of Moreno Valley.[2] Areas surrounding the project site consist of urban, built, and open space. Because of lack of abundant vegetation and the moderate amount of development within the vicinity of the project site, on-site and adjacent areas do not have the capability to support a wildfire. Because of the low probability that the project site would be subject or susceptible to wildland fires, no significant impact related to this issue would occur.

2.5.6 Hydrology and Water Quality

Would the project:

a) Violate any water quality standards or waste discharge requirements?

d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or surface runoff in a manner that would result in flooding on site or off site?

e) Create or contribute runoff which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

f) Otherwise substantially degrade water quality?

Potentially Significant Impact Unless Mitigation Incorporated. Development of the project site is in excess of one acre; therefore, the project is required to obtain coverage under an NPDES permit, which includes the submittal of a Notice of Intent (NOI) application to the State Water Resources

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1 Air Installation Compatibility Use Zone Study for March Air Reserve Base, August, 2005. http://www.rcaluc.org/filemanager/plan/old//March%20Air%20Reserve%20Base%20(MARB).pdf. Accessed June 8, 2011.

2 *Figure 5.5-2 Floodplains and Fire Hazard Areas,* City of Moreno Valley General Plan Final Program EIR, July 2006.

Control Board (SWRCB), the receipt of a Waste Discharge Identification Number (WDID) from SWRCB, and the preparation of an SWPPP for construction discharges. During the construction period, the project would use a series of Best Management Practices (BMPs) to reduce erosion and sedimentation. These measures may include the use of gravel bags, silt fences, hay bales, check dams, hydroseed, and soil binders. The construction contractor would be required to operate and maintain these controls throughout the duration of on-site activities. In addition, the construction contractor would be required to maintain an inspection log and have the log on site to be reviewed by the City and representatives of the RWQCB.

The implementation of NPDES permits ensures that the state's mandatory standards for the maintenance of clean water and the federal minimums are met. Coverage with the permit would prevent sedimentation and soil erosion through implementation of an SWPPP and periodic inspections by RWQCB staff. An SWPPP is a written document that describes the construction operator's activities to comply with the requirements in the NPDES permit. The SWPPP is intended to facilitate a process whereby the operator evaluates potential pollutant sources at the site and selects and implements BMPs designed to prevent or control the discharge of pollutants in stormwater runoff.

The construction and grading phases of the project site would require the disturbance of surface soils and removal of existing vegetative cover. During the construction period, grading and excavation activities would result in exposure of soil to storm runoff, potentially causing erosion and sediment in runoff. If not managed through BMPs, the runoff could cause erosion and increased sedimentation in local drainage ways. By volume, sediment is the principal component in most storm runoff. Sediments also transport substances such as nutrients, hydrocarbons, and trace metals, which are conveyed to the receiving waters. The potential for chemical releases is present at most construction sites in the form of fuels, solvents, glues, paints, and other building construction materials. Once released, substances such as fuels, oils, paints, and solvents could be transported to nearby surface waterways and/or to groundwater in stormwater runoff, wash water, and dust control water, potentially reducing the quality of the receiving waters and potentially result in impairment of downstream water sources.

The NPDES permit program was established under Section 402 of the Clean Water Act, which prohibits the unauthorized discharge of pollutants, including municipal, commercial, and industrial wastewater discharges. An NPDES permit would generally specify an acceptable level of a pollutant or pollutant parameter in a discharge (for example, a certain level of bacteria). The permittee may choose which technologies to use to achieve that level. Some permits, however, do contain certain generic BMPs. Table 2.A lists BMPs for runoff control, sediment control, erosion control, and housekeeping that may be used during the construction and operations phases of the proposed project.

Table 2.A: General Best Management Practices

Runoff Control	Sediment Control	Erosion Control	Good Housekeeping
• Minimize clearing • Preserve natural vegetation • Stabilize drainage ways	• Install perimeter controls • Install sediment trapping devices • Inlet protection	• Stabilize exposed soils • Protect steep slopes • Complete construction in phases	• Create waste collection area • Put lids on containers • Clean up spills immediately

Source: National Pollutant Discharge Elimination System, Construction Site Storm Water Runoff Control, http://cfpub.epa.gov/npdes/stormwater/menuofbmps/index.cfm, website accessed June 8, 2011. More detailed Best Management Practices are available at this web site.

Adherence to NPDES requirements is required of all development within the City. Incorporation of **Mitigation Measures HYD-01** through **HYD-03** is designed to track both standard requirements and mitigation measures as part of the project's MMRP. On-site grading activities and the development of the proposed on-site uses would increase the potential for the erosion of soils. However, adherence to the BMPs identified by the above mitigation measures would reduce impacts associated with short-

term (construction) stormwater discharges during project construction. Therefore, impacts associated with this issue are reduced to a less than significant level.

The proposed project would result in the conversion of existing on-site permeable surfaces to impermeable surfaces, thereby altering the current drainage pattern. Upon development of the proposed on-site uses, storm runoff from the roadways, parking lots, and buildings may carry a variety of pollutants. As identified in the Preliminary WQMP [1] prepared for the proposed project, expected pollutants are trash, debris, oil, and grease. Potential pollutants of concern include organic compounds (specifically solvents), metals, sediment/turbidity, nutrients, oxygen-demanding substances, and pesticides if landscaping or open area exists on the project site. Since the parking area is greater than 5,000 square feet, expected pollutants from parking lots include organic compounds (specifically petroleum hydrocarbons), trash, debris, oil, grease, and metals. Potential pollutants of concern associated with parking areas greater than 5,000 square feet include sediment/turbidity, nutrients, oxygen-demanding substances, pesticides, and bacteria and viruses (bacterial indicators are routinely detected in pavement runoff).

The site's "first flush" storm runoff will be directed to five (5) Austin sand filters at appropriate locations of the site. Hydro-dynamic clarifiers, equipped with oil absorptive and/or screening devices will be placed upstream of the filters where appropriate to provide initial removal of trash, debris, and sediment. Three (3) of the storage areas of these filters will be lined with concrete to prevent recontamination of sediment. The fourth Austin sand filter located at the south property line opposite the center of the building will accept flows from a flat gradient, landscaped swale, which is intended to allow sediment to drop out of suspension prior to being treated by that Austin sand filter. The fifth Austin sand filter will utilize a combination of both approaches (clarifier and settling). Once the required treatment quantities have been captured, bypass designs will allow the excess runoff to be discharged into adjacent off-site storm drain facilities. The design will not incorporate infiltration due to excessively low percolation rates.

The storm water for the proposed project will discharge into existing storm drains located in Perris Boulevard (Perris Valley ADP Lateral B-1) and Indian Street (Perris Valley ADP Lateral B-3), as well as directly into the Perris Valley Storm Drain Lateral B channel. From the Perris Boulevard and Indian Street storm drains, the storm water will be discharged into the Perris Valley Storm Drain Lateral B channel and onto the proximate receiving water, which is Reach 3 of the San Jacinto River. This water body segment flows into Canyon Lake, Reach 1 of the San Jacinto River, and Lake Elsinore. Both Canyon Lake and Lake Elsinore are on the Federal 303(d) list of Impaired Water Bodies. Downstream receiving waters include Reach 3 of the Santa Ana River, Reach 2 of the Santa Ana River, Reach 1 of the Santa Ana River, and the Pacific Ocean. The waters on this list do not meet Water Quality Standards associated with Beneficial Uses for the listed water bodies. Canyon Lake is impaired for nutrients and pathogens, Lake Elsinore is impaired for nutrients, organic enrichment/low dissolved oxygen, sedimentation/siltation, and unknown toxicity. Santa Ana River is impaired for pathogens. Lake Elsinore is considered a closed system and is not discharged regularly. Only during severe storm events do flood waters discharge into Temescal Creek.

The implementation of the identified treatment controls is planned to further supplement the pollution prevention and source control measures by treating the water to remove pollutants before it is released from the project site. Basins constructed on the site would be anticipated to function as extended detention basins. The proposed project also includes the use of vegetated swales and sand filters, which would filter runoff coming from the project site. The use of the detention basins, vegetated swales, and sand filters has a medium-to-high removal efficiency for the pollutants that are anticipated to occur on the project site.

Although adherence to the Riverside County Storm Water Clean Water Protection Program, which includes the preparation of a WQMP, is required of all applicable development within the City, the incorporation of this requirement as **Mitigation Measure HYD-04** is designed to track both standard requirements and mitigation measures as part of the project's MMRP.

[1] *Preliminary Water Quality Management Plan for VIP Moreno Valley, Robert* A. Bebensee, R.C.E, July 24, 2009.

The proposed project would incorporate on-site drainage that would have hydrodynamic infrastructure components that would meet the City's, as well as the County's, water quality and flow requirements. Through the use of site design BMPs, source control BMPs (e.g., street and parking lot sweeping and vacuuming), and treatment control BMPs (e.g., extended detention basins, sand filters and catch basin drain inserts), the resulting pollutant loads coming from the proposed project would be reduced, thereby ultimately reducing pollutants discharged from urban stormwater runoff to surface water bodies. Because adherence to the requirements of the NPDES permit, which include implementation of the BMPs outlined in the WQMP, would be required by the City during the operation of the proposed project, potential water quality impacts resulting from stormwater and urban runoff would be reduced to a less than significant level.

Mitigation Measure HYD-01: Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall provide evidence to the City that a Notice of Intent (NOI) with the Regional Water Quality Control Board has been filed to be covered under the State NPDES General Construction Permit for discharge of stormwater associated with construction activities.

Mitigation Measure HYD-02: Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall submit to the State Water Quality Control Board, a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall include a surface water control plan and erosion control plan citing specific measures to control on-site and off-site erosion during the entire grading and construction period. Additionally, the SWPPP shall identify structural and nonstructural BMPs to control sediment and non-visible discharges from the site. BMPs to be implemented in the SWPPP may include but shall not be limited to the following:

- Sediment discharges from the site may be controlled by the following: gravel bags, silt fences, straw wattles and temporary debris basins (if deemed necessary), and other discharge control devices. The construction and condition of the BMPs will be periodically inspected during construction, and repairs will be made when necessary as required by the SWPPP.
- Materials that have the potential to contribute non-visible pollutants to storm water must not be placed in drainage ways and must be contained, elevated, and placed in temporary storage containment areas.
- All loose piles of soil, silt, clay, sand, debris, and other earthen material shall be protected in a reasonable manner to eliminate any discharge from the site. Stockpiles will be surrounded by silt fences.
- The SWPPP will include inspection forms for routine monitoring of the site during the construction phase to ensure NPDES compliance.
- Additional BMPs and erosion control measures will be documented in the SWPPP and utilized if necessary.
- The SWPPP will be kept on site for the entire duration of project construction and will also be available to the local RWQCB for inspection at any time.

In the event that it is not feasible to implement the above BMPs, the City of Moreno Valley can make a determination that other BMPs will provide equivalent or superior treatment either on or off site.

Mitigation Measure HYD-03: Prior to the issuance of grading permits, the project proponent shall provide evidence to the City that the following provisions have been added to construction contracts for the project:

- The Construction Contractor shall be responsible for performing and documenting the application of BMPs identified in the SWPPP. Weekly inspections shall be performed on sediment control measures called for in the SWPPP. Monthly reports shall be maintained by the Contractor and submitted to the City for inspection. In addition, the Contractor will also be required to maintain an inspection log and have the log on site to be reviewed by the City of Moreno Valley and the representatives of the Regional Water Quality Control Board.

Mitigation Measure HYD-04: Prior to grading plan approval and the issuance of a grading permit by the City, the project proponent shall receive approval from the City of Moreno Valley for a Final Water Quality Management Plan (F-WQMP). The F-WQMP shall specifically identify pollutants of concern, site design, source control, and treatment control BMPs that shall be used on site to control predictable pollutant runoff in order to reduce impacts to water quality to the maximum extent practicable.

b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?

Less Than Significant Impact. The availability of ground water and issues involving the adequacy of recharge capability are regional in nature. The Groundwater Management Act[1] (AB 3030) provides a systematic procedure for an existing local agency to develop a groundwater management plan. AB 3030 allows a local agency whose service includes a groundwater basin that is not already subject to groundwater management pursuant to law or court order to adopt and implement a groundwater management plan and includes plans to mitigate overdraft conditions, control brackish water, and to monitor and replenish groundwater. There are currently few domestic uses for groundwater in the area as the City primarily relies upon imported water from the Eastern Municipal Water District (EMWD).[2] Water sources for the EMWD include imported water purchased from the Metropolitan Water District (Metropolitan), groundwater sources, and recycled water from the EMWD's five regional water reclamation facilities. Approximately 75 percent of the EMWD's water is imported from Metropolitan, with the remaining 25 percent supplied by groundwater wells.[3] Groundwater supplies are drawn from the EMWD wells located in the Hemet, San Jacinto, Moreno Valley, Perris Valley, and Murrieta areas.

The EMWD adopted the West San Jacinto Groundwater Basin Management Plan (Plan) in June 1995. The Plan serves to protect the interests of existing groundwater producers and to provide a framework for new water supply projects within the 256-square mile Management Plan area. This Plan encompasses more than 164,200 acres and includes the groundwater management zones, as well as essentially non-water bearing areas such as the Lakeview Mountains, the Bernasconi Hills around Lake Perris, the Double Butte area near Winchester, and areas in the extreme northern, western, and southern portions of the EMWD.[4]

Based on the Water Supply Assessment (WSA) prepared for the proposed project, water demand for the proposed on-site uses would total 49,805 gpd or 55.8 AFY.[5] The proposed project would obtain water service from the EMWD. It is anticipated that the proposed project would primarily utilize imported water purchased from Metropolitan. This imported water would be supplemented by local groundwater sources. The implementation of the existing West San Jacinto Groundwater Basin Management Plan would ensure that local groundwater resources are conserved and groundwater overdraft does not occur. Because this plan is in place, it is reasonable to conclude that the proposed project would not substantially deplete groundwater supplies in the area.

The proposed project would not interfere with groundwater recharge as the project site is not identified as a groundwater recharge area. The development of the proposed project would reduce the amount of pervious surfaces that could facilitate percolation on site. However, the proposed project would consist of other project design features such as sand filters that would be designed to offset the conversion of pervious surfaces to impervious surfaces. Because project design features

1 Sections 10750–10756 of the California Water Code.
2 *Section 5.7 Hydrology/Water Quality, Moreno Valley General Plan Final Program EIR*, City of Moreno Valley, July 2006.
3 EMWD History and Mission, http:// www.emwd.org/emwd/history_water.html, Eastern Municipal Water District, web site accessed June 8, 2011.
4 *West San Jacinto Groundwater Basin Management Plan* 2006 Annual Report, Eastern Municipal Water District, June 2007.
5 Table 7- Project Demand, *Water Supply Assessment for City of Moreno Valley Plot Plan Application PA09-004*, Eastern Municipal Water District, January 20, 2010.

would be sized to accommodate increased flows on site, it is anticipated that the amount of water percolated on site would be similar to existing conditions. Therefore, the proposed project would not interfere with groundwater recharge activities. Impacts associated with this issue are less than significant.

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on site or off site?

Potentially Significant Impact Unless Mitigation Incorporated. As identified in the preliminary hydrology report[1] prepared for the proposed project, storm flows generated from the northerly portion of the proposed building and truck court would be collected by a series of drop inlet catch basins. Storm water runoff generated on site would be routed to three Austin sand filters and pre-treatment hydro-dynamic clarifiers that are intended to remove and reduce the amount of oils, sediment and trash from the storm water. The treated water from these sand filters is pumped into an adjacent on-site storm drain. The on-site storm drain system has been designed to accept a full 100-year storm event and flows would ultimately be routed to the Perris Valley ADP Lateral B-1 in Perris Boulevard that connects to the Perris Valley Storm Drain Lateral B channel. Storm flows generated from the westerly side of the proposed building would be collected by a drop inlet catch basin and routed by pipe to a landscaped swale that would be located along the southerly portion of the property. In the event that the landscape swale receives excess flows, the excess flows would be then routed to a second drop inlet catch basin. From the second drop inlet catch basin, flows would continue to an off-site catch basin and ultimately be routed to the Perris Valley ADP Lateral B-3 in Indian Street, which connects to the Perris Valley Storm Drain Lateral B channel. Storm water runoff generated from the easterly side of the building would be collected by a drop inlet catch basin and route via pipe to a hydro-dynamic clarifier then to an Austin sand filter located in the southeasterly corner of the project site. In the event that the clarifier and sand filter receive excess storm flows, these excess storm flows would be routed to an off-site catch basin and ultimately routed to the Perris Valley ADP Lateral B-1 in Perris Boulevard, which connects to the Perris Valley Storm Drain Lateral B channel. Storm flows generated from would also be routed to a landscaped swale running along the southerly portion of the project site. Flows would then be routed to an Austin sand filter located near the center of the site and ultimately routed to four existing 36-inch diameter reinforced concrete pipes (RCPs) that connect to Lateral B of the Perris Valley Channel. The Austin sand filter located in the southeasterly corner of the project site would also accept stormwater flows from the project site. In the event that flows are in excess of what the sand filter can handle, the excess flows would be directed back to the southerly landscaped swale, and ultimately to an existing 30-inch diameter RCP that connects to Lateral B of the Perris Valley Channel.

To reduce the flows to below or equal to pre-development conditions, the anticipated on-site flows would be routed to the water quality features such as vegetated swales, clarifiers, and sand filters to reduce flows leaving the site to pre-development flow rates. While the increase in impervious surfaces attributable to the proposed project would contribute to a greater volume and higher velocity of storm water flows, the proposed project's drainage system would accept and accommodate runoff that would result from project construction at or below pre-project conditions. Therefore, the post-development flows generated on the project site would not exceed the capacity of the planned storm water drainage systems. To ensure that long-term drainage capacity issues are reduced to a less than significant level, **Mitigation Measure HYD-05** has been identified. With adherence to this mitigation measure, impacts associated with this issue are less than significant.

Mitigation Measure HYD-05: Prior to grading plan approval and the issuance of a grading permit, the project proponent shall submit a detailed grading plan and drainage report, with supporting engineering calculations, to the City Engineer for review and approval. The plan and report shall incorporate relevant requirements identified by the City and/or site-specific geotechnical

[1] *Preliminary Hydrology Report and Hydraulic Analysis for APA09-0004 VIP Moreno Valley,* Robert A. Bebensee, R.C.E, March 27, 2009.

investigations. The plan and report shall provide evidence that the storm drainage system would be adequate to convey water for the 100-year storm event from the project site and that the post-development flows exiting the proposed project site are less than or equal to pre-development flows.

g) Place housing within a 100-year floodplain, as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?

No Impact. The project does not include a residential component; therefore, it would not place housing within a 100-year flood hazard area, as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map. No impact related to this issue is anticipated to occur with the implementation of the proposed project.

h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?

Less Than Significant Impact. Flooding in the City of Moreno Valley could result from intense storms resulting in rapid runoff. The Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRMs) identify areas subject to flooding during the 100-year storm.[1] Based on these FIRM maps, the project site does not fall within a 100-year flood zone.[2] The proposed project is industrial in nature and the implementation of the proposed project would not result in the placement of structures within a 100-year flood plain. Because the project site does not lie within a 100-year floodplain, impacts related to this issue are less than significant.

i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?

No Impact. The nearest dam to the project site is the Lake Perris Dam located approximately 1.6 miles east of the project site. The project site is not identified as being located within the City's mapped inundation area;[3] therefore, the proposed project would not result in the exposure of people or structures to risk of loss, injury, or death involving flooding as a result of failure of the Lake Perris Dam. No impacts related to this issue would occur.

j) Expose people or structures to inundation by seiche, tsunami, or mudflow?

Less Than Significant Impact. A tsunami is a series of waves generated in a body of water by a pulsating or abrupt disturbance that vertically displaces water. Inundation of the proposed project's site by a tsunami is highly unlikely as the project site is approximately 40 miles northeast of the Pacific Ocean. Seiches are oscillations in enclosed bodies of water that are caused by a number of factors, most often wind or seismic activity. The nearest water feature is Lake Perris approximately 1.5 miles east of the project site. Any seiche-related events would likely be of a lesser extent than the failure of the Lake Perris Dam. Therefore, although the proposed project site is located near Lake Perris, seiche-related flooding is not anticipated to occur on site[4] because the proposed site outside of the Lake Perris Dam inundation zone. The project site is not located within an area that is susceptible to mudslide. For these reasons, a less than significant impact associated with this issue would occur.

2.5.7 Land Use

Would the project:

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1 The term "100-year" is a measure of the size of the flood, not how often it occurs. The "100-year flood" is a flooding event that has a one percent chance of occurring in any given year.
2 FEMA DFIRM Flood Data, 2008.
3 *Figure 5.5-2 Floodplains and Fire Hazard Areas*, City of Moreno Valley General Plan Final Program EIR. July 2006.
4 *Figure 5.5-2 Floodplains and Fire Hazard Areas*, City of Moreno Valley General Plan Final Program EIR. July 2006.

a) Physically divide an established community?

No Impact. As previously stated, the project site is currently undeveloped and is a fallow field. There are no structures existing on site. The Perris Valley Storm Drain Lateral B forms the southern boundary of the site and is also the City's southern limits. Adjacent land uses include primarily vacant land to the south across the Perris Valley Storm Drain Lateral B intermixed with warehouse uses, vacant land and an industrial warehouse use to the west, and industrial and warehouse uses to the north and east. Existing homes are located at the northwest corner of Indian Street and Grove View Road and an existing plant nursery is located at the southeast corner of Perris Boulevard and the Perris Valley Storm Drain Lateral B channel. There are no other residential uses in the vicinity of the proposed project site. The site would not be located within or divide an existing neighborhood, nor would it introduce a barrier between residential uses.

b) Conflict with an applicable land use plan, policy or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

Less Than Significant Impact. The applicable land use plans governing the proposed project site are the City of Moreno Valley General Plan (Moreno Valley 2006) and the Moreno Valley Industrial Area Specific Plan 208 (Moreno Valley 2002). Other applicable regional plans developed by the Southern California Association of Governments (SCAG) include the Regional Comprehensive Plan [SCAG 2008b: (RCP)], and Regional Transportation Plan [SCAG 2008a: (RTP)]. The existing General Plan land use designation underlying the proposed project site is Business Park/Industrial with an existing Zoning designation of Industrial per Specific Plan 208, with supporting commercial permitted at the Perris Boulevard/Grove View Road intersection. The proposed warehouse use is consistent with the City's General Plan land use designation as well as the Zoning identified in Specific Plan 208. Consistency with existing General Plan land use designation and Zoning designations ensure compatibility with the City of Moreno Valley General Plan Goals and Policies.

Other applicable land use plans underlying the proposed project site include the March Air Reserve Base AICUZ Study) and the Southern California Association of Governments Regional Comprehensive Plan and Regional Transportation Plan.

As described in the City's General Plan Final EIR, [1] the three proposed General Plan Alternatives would result in the development of land surrounding the March Air Reserve Base. Based on the allowable uses identified in the AICUZ, the proposed development under any of the three General Plan Alternatives would be consistent with the AICUZ guidelines for land uses within the areas most susceptible to air crashes. The project is outside of the APZ crash zones identified in the AICUZ, but is within the noise contours. Because the proposed project is consistent with the existing General Plan, the proposed project would be consistent with the AICUZ. No significant land use impact would occur.

The SCAG has prepared the 2008 RCP to serve as a framework to guide decision-making with respect to the growth and changes that can be anticipated in the region. The RCP is a major advisory plan prepared by the SCAG that addresses important regional issues like housing, traffic/transportation, water, and air quality. The RCP serves as an advisory document to local agencies in the Southern California region for their information and voluntary use for preparing local plans and handling local issues of regional significance.

The RCP's overall goal is to reinvigorate the region's economy, avoid social and economic inequities and the geographical dislocation of communities, and to maintain the region's quality of life. The document is described as a regional policy framework for future land use decisions in the SCAG area that respects the need for strong local control, but that also recognizes the importance of regional comprehensive planning for issues of regional significance.

[1] *Moreno Valley General Plan Final EIR*, City of Moreno Valley, July 2006.

Formulation of the RCP is based on input from local jurisdictions based on what is contained within their respective General Plans. The proposed project is consistent with the City's existing General Plan. As such, implementation of the proposed project would not result in unanticipated growth documented in the RCP. Impacts are less than significant.

The 2008 RTP adopted by the SCAG in May 2008 contains a set of existing socioeconomic projections used as the basis for the SCAG's transportation planning efforts. They include projections of population, housing, and employment at the regional, county, sub-regional, jurisdictional, Census tract, and transportation analysis zone levels. The RTP includes policies and regulations set forth to ensure development within the SCAG regional area is within planned and forecast socioeconomic projections.

The proposed project is consistent with the RTP in that it would be required to adhere to the City of Moreno Valley's General Plan and the City's Industrial Area Plan. The General Plan and Industrial Area Plan contain goals and policies that aim to minimize traffic congestion, provide adequate transportation facilities, and require development to pay its share of costs. The goals and policies identified in the City's General Plan and Industrial Area Plan resemble those of the RTP that address mobility, traffic safety, environmental concerns, and land use consistency as the major traffic study factors to identify existing traffic conditions and to assess the future effects on area traffic patterns/flow. Furthermore, the project will be consistent with the General Plan and Industrial Area Plan and, since the General Plan and Industrial Area Plan is required to be consistent with the RTP, it is reasonable to infer that the project is consistent with policies set forth in the RTP.
Impacts are less than significant.

c) Conflict with any applicable habitat conservation plan or natural community conservation plan?

Refer to the discussion on the Western Riverside County MSHCP in Section 2.5.2.

2.5.8 Mineral Resources

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

No Impact. There are no identified Mineral Resource Zones (MRZ) located with the General Plan Study Area.[1] The project site has been historically been utilized for agricultural production and does not harbor any known mineral resource. Implementation of the proposed project would not result in the loss of availability of a known mineral resource. No impact related to this issue would occur.

2.5.9 Population and Housing

Would the project:

a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

[1] *Section 5.14 Mineral Resources*, City of Moreno Valley General Plan EIR, July 2006.

Less Than Significant Impact. The California Department of Finance (DOF) estimates the City's population at 195,216 persons as of January 1, 2011.[1] As detailed in Table 2.B, SCAG projections estimate the population of the City, the County of Riverside, and the SCAG region would continue to grow.

Table 2.B: Local and Regional Population, Housing, and Employment Projections

	2015	2020	2025	2030	2035
Population					
City of Moreno Valley	206,657 220,3	90 234,4	10 246,8	04 258,3	50
Riverside County	2,509,330	2,809,003 3,089,9	99 3,343,7	77 3,596,6	80
SCAG *	20,465,819 21,46	8,934 22,	395,124 23,25	5,378 2,405	7,292
Housing					
City of Moreno Valley	55,407 60,02	5 64,69	9 69,35	3 72,97	7
Riverside County	811,486	913,207	1,008,909 1,097,9	50 1,183,0	97
SCAG	6,474,074 6,840,3	31 7,	156,635 7,449,4	84 7,710,7	16
Employment					
City of Moreno Valley	49,414 61,97	4 71,35	9 80,66	7 91,64	2
Riverside County	911,381	1,042,145 1,168,7	69 1,295,4	87 1,413,5	22
SCAG	8,811,402 9,183,0	26 9,	546,782 9,913,3	72 10,28	7,122

*Includes Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura Counties.
Source: *Regional Transportation Plan Growth Forecast by City*, Southern California Association of Governments, adopted April 1, 2008.

The SCAG projects the City's population would grow to 206,657 persons by the year 2015 and 258,350 persons by the year 2035. The proposed project would result in the construction and operation of approximately 1,616,133 square feet of distribution warehouse space[2]. The extent to which new jobs created by a project are filled by existing residents is a factor that tends to reduce the growth inducing effect of a project. The construction of the proposed project would create short-term construction jobs. These short-term positions are anticipated to be filled by workers who, for the most part, reside in the project area; therefore, construction of the proposed project would not generate a permanent increase in population within the project area. Utilizing 1 employee per 2,500 square feet of warehousing space, the proposed project is expected to employ 646 people.[3] As most of the new employment opportunities are anticipated to be filled by existing local area residents, a large influx of new residents to the City is not anticipated. Additionally, the project would not directly affect population growth as compared with new residential development, because it is not creating homes. While the proposed project would generate employment opportunities, the jobs created are not expected to induce substantial growth in the City or region over and above the growth anticipated by the City's General Plan and the SCAG's regional growth forecasts. Infrastructure, including roads, sewers, water, and electricity, already exists around the project site. These impacts are considered less than significant.

b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

[1] E-5 Population and Housing Estimates, for Cities, Counties, and the State, 2010–2011, with 2010 Benchmark, State of California Department of Finance, http://www.dof.ca.gov/research/demographic/reports/estimates/e-5/2011-20/documents/E-5_2011_Internet_Version.xls, May 2011, website accessed June 7, 2011.
[2] Inland Empire Distribution Center Operations Profile, WCL Consulting, June 10, 2008. 2,500 square feet per employee is an average of the Inland Empire rates.
[3] 1 employee per 2,500 square feet, 1,616,133 sf ÷ 2,500 sf = 646 employees.

c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

No Impact. The proposed project site consists of undeveloped land with no residential structures located within the project limits. Therefore, no displacement of housing or residents would occur and construction of replacement housing is not required.

2.5.10 Public Services

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

a) Fire Protection

Less Than Significant Impact. The City of Moreno Valley contracts with the Riverside County Fire Department to provide fire protection, fire prevention, and emergency services to its residents. The fire station nearest the project site is Station No. 65 (Kennedy Park Fire Station), located at 1511 Indian Street, 3.0 miles north of the proposed project site. The proximity of Station No. 65 to the project site is sufficient to meet the City's General Plan performance standard requiring a response time of five minutes or less. As with any new development, the proposed project would increase the need for fire protection services within the City. While the proposed project would increase the need for fire protection, it would not require the construction of new fire facilities to maintain acceptable service ratios, response times, or other performance objectives. The proposed project would be required to adhere to all standards and conditions required by the City and the Riverside County Fire Department including, but not limited to, restrictions on project design, the imposition of construction standards, and including the payment of impact fees. Adherence to these standards would reduce potential impacts related to the provision of fire protection services and the need for the construction of new facilities which would result in adverse physical impacts to a less than significant level.

b) Police Protection

Less Than Significant Impact. The City of Moreno Valley contracts police services from the Riverside County Sheriff's Department. The Moreno Valley Police Department (MVPD) operates out of the Central Police Station, located at 22850 Calle San Juan de Los Lagos. The MVPD has 143 authorized sworn personnel and 45.5 authorized civilian personnel.[1] As with any new development, the proposed project would increase the need for police protection services within the City. The proposed project would be required to adhere to all standards and conditions required by the City and the MVPD, including the payment of impact fees. Adherence to conditions and standards identified by the City and the MVPD are required of all development within the City. While the proposed project would increase the need for police protection, it would not require the construction of new facilities to maintain acceptable service ratios, response times, or other performance objectives. The proposed project would result in a less than significant impact, and no additional mitigation is required. With adherence to City and MVPD requirements, no need for the construction of police facilities which would result adverse physical impacts would occur.

c) Schools

Less Than Significant Impact. The proposed project site is located within the Moreno Valley Unified School District (MVUSD). The proposed project does not include the construction of residential

[1] *Section 5.13 Public Services and Utilities*, The City of Moreno Valley General Plan Final EIR, July 2006.

dwelling units. There is a potential for the employees to move within the vicinity of the project; however, it is not anticipated that the growth would significantly impact existing school services or facilities.

Per California Government Code (§ 65995[h]), "The payment or satisfaction of a fee, charge, or other requirement levied or imposed … are hereby deemed to be full and complete mitigation of the impacts … on the provision of adequate school facilities." MVUSD requires the payment of 47 cents per square foot of industrial development.[1] With the payment of required fees and with no additional students generated from the proposed project, no significant impacts related to the provision of school services would occur. Upon payment of required fees, a less than significant impact to school services and/or facilities would occur. In the absence of a significant impact, the construction of new facilities that would result in a significant environmental impact would not occur.

d) Parks

*No Impact***.** The project does not include recreational facilities. Neighborhood or regional parks are not associated with industrial projects; therefore, there will be no impacts associated on these facilities from the proposed project.

e) Other Public Facilities

Less Than Significant Impact. The proposed project is an industrial project and, as a result, would not cause in an increase in population resulting in a significant impact on other public facilities such as libraries and hospital services. The local library serving the City is the Moreno Valley Public Library located at 25480 Alessandro Boulevard approximately 4.0 miles north of the project site. The nearest health service facility is the Moreno Valley Community Hospital located at 27300 Iris Avenue in the City of Moreno Valley approximately 3.5 miles northeast of the project site. The proposed project does not include a residential component and would not contribute to a direct increase in population. As there is no direct increase in population resulting from the proposed project, no new significant demand on library or medical facilities would occur. In the absence of a significant impact, the construction of new facilities that would result in a significant environmental impact would not occur.

All on-site access, parking areas, utilities, and structures would be maintained by the project applicant or operator of the proposed facility. Maintenance of public facilities and infrastructure would not be significantly altered by the development of the proposed project. The proposed project would not add any significant new public facilities that would require maintenance. In addition, the project proponent would be required to pay all developmental fees required by the City of Moreno Valley. Additionally, as with any industrial operation, the proposed project would provide revenue to the City in the form of fees, property taxes, etc. It is anticipated that the payment of such monies would offset any increased maintenance burden associated the development of the project site; therefore, potential impacts associated with this issue are anticipated to be less than significant.

2.5.11 Recreation

Would the project:

a) Increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

Less Than Significant Impact. The proposed project does not include a residential component and is unlikely to significantly increase local or regional populations; therefore, the proposed project would not cause a significant increase in the use of existing neighborhood or regional parks or other

[1] *School Developer Impact Fees*, Moreno Valley Unified School District, http://www.mvusd.net/, website accessed June 7, 2011.

recreational facilities in the area. Impacts associated with this issue are considered less than significant.

b) Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

Less Than Significant Impact. The proposed project would result in the construction and operation of a warehouse distribution facility. Implementation of the proposed project does not include the construction or expansion of recreational facilities. Therefore, no impacts associated with this issue would occur.

2.5.12 Utilities and Service Systems

Would the project:

a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?

Less Than Significant Impact. The proposed project would be required to comply with the applicable waste discharge prohibitions and water quality objectives established by the Santa Ana RWQCB. The project proponent would also be required to satisfy City and EMWD requirements related to the payment of fees and/or the provision of wastewater conveyance features, and installation and maintenance prior to the issuance of building permits. Adherence to requirements included in the NPDES permit, SWPPP, WQMP, and EMWD wastewater conveyance standards would reduce potential wastewater quality impacts to a less than significant level.

b) Require or result in construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

e) Result in a determination by the wastewater treatment provider which serves or may serve the project determined that it has adequate to serve the project's projected demand in addition to the provider's existing commitments?

Less Than Significant Impact. Wastewater flows from the proposed project site would be handled by the EMWD and would be conveyed to the Moreno Valley Regional Water Reclamation Facility (MVRWRF) located in the southwestern portion of the City. Current capacity at this facility is 16 million gallons per day (mgd) with an existing average inflow of approximately 11.2 mgd per day.[1] The MVRWRF will ultimately be expanded to accommodate 41 mgd. Under current conditions, the average daily surplus treatment capacity is approximately 4.5 mgd. Generally, water use and wastewater flows are related in that wastewater is generated from indoor water uses. For industrial uses, typical wastewater generation factors are 1,700 gallons per day (gpd) for every acre of gross industrial uses.[2] Based on this generation factor, up to 63,070 gallons (0.063 mgd) of wastewater would be generated from the project site.[3] The additional wastewater treatment demand of 0.063 mgd resulting from development of the proposed project totals approximately 1.4 percent of current surplus treatment capacity. Because the amount of wastewater generated would be within the existing surplus treatment capacity, the proposed project would not require the construction of a new water or wastewater treatment facilities or expansion of existing facilities, which could cause

1 Eastern Municipal Water District Moreno Valley Regional Water Reclamation Facility. http://www.emwd.org/news/Insights/insights_moval.pdf, accessed June 7, 2011.

2 *Table 1 – EMWD System Design and Loading Criteria – Average Daily* Flow, Eastern Municipal Water District Sanitary Sewer System Planning & Design Principle Guidelines Criteria, September 2006.

3 1,616,133 square feet of warehouse uses ÷ 43,560 square feet/acre = 37.10 acres of warehouse uses; 1,700 gallons per acre of industrial use per day × 37.10 acres = 63,070 gallons per day (0.19 acre-foot) or 0.063 million gallons per day (mgd).

significant environmental effects; and impacts related to this issue would be considered less than significant.

c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

Less Than Significant Impact. There is existing storm drain infrastructure in the vicinity of the proposed project that is capable of accommodating most existing storm water flows. Approvals of drainage features/improvements are made through the plan check process. As part of this process, all project-related drainage features would be required to meet the City's Public Works Division and RCFCWCD standards. The installation of project-related storm drain systems would occur within an existing urbanized area and the on-site storm drain system would be designed, installed, and maintained per Public Works Division and RCFCWCD standards. Because the project would be required to design and install drainage systems according to standards and provisions set forth by the City of Moreno Valley and RCFCWCD, impacts related to this issue are anticipated to be less than significant.

d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?

Less Than Significant Impact. There has been a shift in the water demand patterns in the last 15 years, as a residential market has replaced an agricultural market. Metropolitan, based on the IRP update and IRPSIM [1] model, has stated that with the addition of all water supplies existing and planned, it would have the ability to meet all of its member agencies' projected supplemental demand through 2030 even under a repeat of a worst drought scenario and with a reduction in deliveries from the SWP as imported sources of water will be supplemented by an increase in desalination of brackish groundwater, recycled water use, and water use efficiency. Based on this assertion, the EMWD has stated in the WSA prepared for the project it is able to meet an increased demand for water over the next 20 years, even during drought conditions. This is based on continued commitment to conservation programs, additional water recycling, and continued development of local water resources.

To develop the projections used in the WSA, EMWD used a development-tracking database that assesses future water demands for specific projects. EMWD uses this database to help plan for future water supply and infrastructure needs by monitoring new projects through various stages of development. Changes in density and land use are also tracked in this database for planning purposes. The supply for dry years is driven by demand. Demand increases slightly (less than 2%) during dry years, primarily due to the increased demand in winter for landscaping or agricultural water, and can be decreased up to 10 percent due to conservation as dry periods are extended. Neither groundwater production nor recycled water deliveries are expected to increase or decrease significantly during dry years. For water shortages and interruptions, the plans and policies outlined in the Regional Urban Water Master Plan (RUWMP) will be implemented.

Based on the WSA conducted for the proposed project, water demand for the proposed on-site uses would total 49,805 gpd or 55.8 acre-feet per year (AFY). Based on the information contained in the WSA for the project site and the assurance that MWD is engaged in a planning process that will ensure a reliable long-term water supply for its member agencies, EMWD has determined that it will be able to provide adequate water supply to meet the potable water demand for the project in addition to existing and future users. Impacts are less than significant.

f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?

[1] IRPSIM is a sophisticated water supply and demand-balancing model that utilizes 77 sequential hydrologies to determine variations in supply and demand due to changes in weather conditions.

Less Than Significant Impact. Solid waste collection is a "demand-responsive" service and current service levels can be expanded and funded through user fees without difficulty. Based on a solid waste generation of approximately 3.6 pounds per employee per day,[1] and 646 employees estimated for the project (See Population and Housing, Checklist Response 12a), the proposed on-site warehouse uses, in their entirety would generate approximately 2,326 pounds (1.16 tons) of waste per day.[2] Solid waste from the proposed project would be hauled by Waste Management of Inland Valley[3] and transferred to the Badlands Landfill, located to the northeast of the City's limits. The Badlands Sanitary Landfill has a daily permitted throughput of 4,000 tons per day, a remaining capacity of 14,730,025 cubic yards, and an estimated closure date of 2024.[4] Average daily throughput as of 2010 is estimated at 1,667 tons/day.[5] Current surplus capacity totals 2,333 tons/day. The volume of solid waste generated by the proposed project per day represents 0.029 percent of the current permitted throughput and 0.049 percent of the current surplus capacity at the Badlands Sanitary Landfill. As adequate daily surplus capacity exists at the receiving landfill, development of the proposed project would not significantly affect current operations or the expected lifetime of the landfill serving the project area. No significant solid waste disposal impact would occur.

g) Comply with federal, state, and local statues and regulations related to solid waste?

Less Than Significant Impact. The proposed project would be required to comply with applicable elements of AB 1327, Chapter 18 (California Solid Waste Reuse and Recycling Access Act of 1991) and other applicable local, state, and federal solid waste disposal standards, thereby ensuring that the solid waste stream to the Badlands Sanitary Landfill is reduced in accordance with existing regulations. Impacts are considered less than significant.

2.6 MITIGATION MONITORING AND REPORTING PROGRAM

A Mitigation Monitoring and Reporting Program (MMRP) will be prepared to comply with the requirements of State law (Public Resources Code, Section 21081.6). State law requires the adoption of an MMRP when mitigation measures are required to avoid significant impacts or reduce impacts to a less than significant level. The MMRP is intended to ensure compliance with mitigation measures during implementation of the proposed project. The MMRP will be adopted by the Planning Commission concurrent with certification of the Final EIR for the proposed project.

2.7 CUMULATIVE PROJECTS

Substantial changes are anticipated to occur as the result of population and employment as well as the development of other projects in the City and region. *CEQA Guidelines* (Section 15130) require that an EIR include a discussion of the potential cumulative impacts of a proposed project. Cumulative impacts are defined as two or more individual affects that, when considered together, are considerable or that compound or increase other environmental impacts. The cumulative impact from several projects is the change in the environment that results from the incremental impact of the development when added to the impacts of other closely related past, present, and reasonably foreseeable or probable future developments. Cumulative impacts can result from individually minor, but collectively significant, developments taking place over a period of time. The *CEQA Guidelines*, state:

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1 Inland Empire Distribution Center Operations Profile, WCL Consulting, June 10, 2008
2 646 employees × 3.6 lbs per employee per day = 2,326 lbs per day or 1.16 tons per day.
3 Trash service in the City of Moreno Valley is mandatory and Waste Management of Inland Valley is the only solid waste service provider.
4 *Badlands Sanitary Landfill Facility/Site Summary Details*, CalRecycle, http:// www.calrecycle.ca.gov/profiles/Facility/Landfill/LFProfile1.asp?COID=33&FACID=33-AA-0006, website accessed on June 8, 2011.
5 Communication with Ryan Ross, Riverside County Waste Management Department, June 6, 2011.

(a) Cumulative impacts shall be discussed when the project's incremental effect is cumulatively considerable.

(b) The discussion of cumulative impacts shall reflect the severity of the impacts and their likelihood of occurrence, but the discussion need not provide as great detail as is provided of the effects attributable to the project. The discussion should be guided by the standards of practicality and reasonableness.

The cumulative baseline for this project includes past, present, and probable future projects, which are either approved or being considered for approval, or anticipated to be submitted for consideration, including projects in the design phase or under construction. In determining the cumulative impacts of a proposed project with other area projects, an EIR may either consider a list of past, present, and probable future projects, or it may consider a summary of projections method or a combination of both.[1] This EIR utilizes the list method.

Information was collected and compiled from the Cities of Moreno Valley, Riverside, Perris, and Riverside County. The list of cumulative projects is based on project lists provided by staff from the City of Moreno Valley.[2] The project listings provided by the cities identify projects for which applications either have been submitted or are "foreseeable." As noted by the respective development reports, some of the identified applications are "inactive," "on-hold," or pending Planning Commission approval. It is not possible to determine with a reasonable level of certainty which or how many of the projects listed on the respective development inventories will complete the entitlement process and be issued permits for construction and occupancy; therefore, the figures cited represent a conservative scenario of what may be developed and interact with the project site. Because of market demands, demographic and economic conditions, and local development trends, it is reasonable to conclude that the number and amount of uses developed may vary from the total potential cumulative development identified in Table 2.C. The list of cumulative projects is illustrated in Figure 2.1.

Table 2.C: Cumulative Project List

Map No	Project	Location	Type
M-1	First Industrial Realty Trust (PA06-0152, PA06-0153)	NEC Heacock St. and Nandina Ave.	1,183,000 SF of high cube warehouse uses
M-2	Moreno Valley Industrial Park (PA07-0035, PA07-0039)	Northeast corner of Heacock Street and Iris Avenue	205,000 SF of light industrial uses; 410,000 SF of high cube warehouse uses
M-3	Indian Business Park (PA07-0079)	Southwest corner of Indian Street/Iris Avenue	1,560,000 SF of high cube warehouse uses
M-4	Komar Investments	NEC of Heacock Street and San Michele Road	2,057,000 SF of high cube warehouse uses
M-5	Ivan Devries (PA06-0017)	Northeast corner of Perris Boulevard and Edwin Road	569,000 SF of industrial park uses
M-6	TM34748 (PA06-185, PA06-184, PA06-0183)	Southeast corner of Heacock Street and Gentian Avenue	135 single family homes
M-7	San Michele Logistics Center (PA07-0166)	North side of Nandina Avenue west of Perris Boulevard	866,000 SF of high cube warehouse uses

[1] State *CEQA Guidelines*, Section 15130(b) (1).
[2] Input from Jeff Bradshaw, City of Moreno Valley Community Development – Planning Division, dated April 2011.

Table 2.C: Cumulative Project List

Map No	Project	Location	Type
M-8	TM 33810 (PA05-0089)	South of Iris Avenue between Indian Street and Emma Lane	16 single family homes
M-9	TM 34151 (PA05-0174)	East of Indian Street and north of Krameria Street	37 single family homes
M-10	TM 32716 (PA05-0148)	East of Indian Street, north of Perris Valley Channel	57 single family homes
M-11	TM 32917 (PA04-0051)	NEC of Lasselle Street and Krameria Street	227 condominiums
M-12	P05-0113	Northwest corner of Markham Street and Perris Boulevard	1,743,000 SF of high cube warehouse uses
M-13	Oakmont I (P05-0192)	Southwest corner of Markham Street and Perris Boulevard	698,000 SF of high cube warehouse uses
M-14	P05-0477	Northwest corner of Markham Street and Redlands Avenue	462,000 SF of high cube warehouse uses
M-15	P06-0425	North of Nance Street and west of Indian Street	6,300 SF of light industrial uses
M-16	P07-09-0018	NEC of Heacock Street and Nance St.	170,000 SF of warehousing uses
M-17	Oakmont II (P07-07-0029)	North of Ramona Expressway between Heacock Street and Indian Street	1,600,000 SF of high cube warehouse uses
M-18	TR 32707	Southeast corner of Harley Knox Boulevard and Evans Road	137 single family homes
M-19	TR 34716	Northwest corner of Markham Street and Redlands Avenue	318 single family homes
M-20	Ridge II	Northeast corner of Rider Street and Indian Street	2,000,000 SF of high cube warehouse uses
M-21	Jordan Distribution	Northeast corner of Rider Street and Redlands Avenue	378,000 SF of high cube warehouse uses
M-22	Aliere	Northwest corner of Rider Street and Redlands Avenue.	642,000 SF of high cube warehouse uses
M-23	Starcrest (08-11-0005, 08-11-0006)	Southeast corner of Ramona Expressway and Webster Street	454,000 SF of high cube warehouse uses
M-24	—	Northeast corner of Indian Street and Markham Street	189,000 SF of high cube warehouse uses

Table 2.C: Cumulative Project List

Map No	Project	Location	Type
P-25	Stratford Ranch Industrial	NEC of Redlands Avenue and Perry Street (extended)	1,725,411 SF of high-cube warehouse uses
M-26	Rados Distribution Center	Northeast corner of Webster Avenue and Rider Street	1,191,000 SF of high cube warehouse uses
M-27	Ridge I (P 05-07-0493)	South of Ramona Expressway between Perris Boulevard and Indian Street	700,000 SF of high cube warehouse uses
M-28 —		North of Rider Street between Perris Boulevard and Redlands Avenue	40,000 SF of warehousing uses
M-29 IDS	II	SWC of Redlands Avenue and Rider Street	350,000 SF of high cube warehousing uses
M-30 —		Northeast of Indian Avenue and San Michele Road	408,000 SF of light industrial uses
M-31 —		Northeast of Perris Boulevard and San Michele Road	681,000 SF of light industrial uses
M-32 —		Southwest of Perris Boulevard and Nandina Avenue	482,000 SF of high cube warehouse uses
M-33 —		Northwest of Indian Avenue and Harley Knox Boulevard	360,000 SF of light industrial uses
A-34	March Lifecare Specific Plan	SWC Heacock & Cactus	190,000 SF medical offices, 210,000 SF commercial retail, 200,000 SF research & education, 50 hospital beds, 660 beds institutional residential
A-35	Airport Master Plan	March ARB	559,000 SF airport use
C-36	Majestic Freeway Business Center (SP 341, PP 20699, PP21027, PP21552)	West of 215, south of Nandina, north of Cajalco	6,200,000 SF high-cube warehouse
M-37	Oleander Business Park	West of I-215 at Harley Knox Boulevard	1,206,710 SF of warehousing
M-38	Cemex Materials	24365 Nandina Ave (west of Indian St.)	Concrete batch plant on 5 ac
M-39 06-0	411	East of Patterson Avenue, south of Nandina, north of Harley Know	Concrete batch plant, 400 SF office, 1,600 SF maintenance shop
M-40	Pierce Hardy Limited Partnership (PA06-0014)	SEC Heacock St. & Nandina Ave.	67,000 SF retail lumber yard complex
P-41 P05-0	302	South of Markham St., east of I-215	900 SF office

Table 2.C: Cumulative Project List

Map No	Project	Location	Type
M-42	March Business Center (PA11-0001)(P11-004)(PA11-0007)(PA11-0002, -0003, -0004, -0005, -0006)	SE corner of Heacock Street and Iris Avenue	Business center totaling 1,484,407 SF of building space on 75 acres.
C-43	Ramona Metrolink Station	NEC Cajalco and Harvill	Light rail station; 300 parking spaces
M-44	Centrepointe Buildings 8 and 9 (PA04-0063)	SEC Heacock St. & Alessandro Blvd.	361,384 SF general light industrial
M-45	Komar Cactus Plaza (PA08-0047, PA08-0048, PA08-0049, PA08-0050, PA08-0051, PA08-0052)	N side of Cactus Ave. & W of Elsworth St.	110 hotel rooms, 8,000 SF fast food w/drive thru, 42,400 SF commercial
M-46	MV Centerpointe Business Ctr. (PA07-0147, PA07-0157)	NEC Cactus Ave. & Frederick St.	353,859 SF warehousing
M-47	Centerpointe Business Park (PA08-0002, PA08-0003)	Corner of Brodiaea Ave & Graham St.	391,231 SF warehousing
M-48	Centerpointe Business Park (PA08-0093)	Corner of Heacock St. and Brodiaea Ave.	99,988 SF light industrial
M-49	Highland Fairview Corporate Park (PA07-0088, PA07-0089, PA07-0090, PA07-0091)	Immediately south of Hwy 60, between Redlands Blvd. and Theodore St.	2,620,000 SF industrial warehouse/commercial
M-50	Alessandro and Laselle - Winco Foods (PA08-0079, PA08-0080, PA08-0081)	NEC of Alessandro Blvd. and Laselle St.	110,240 SF shopping center (anchored by 95.440 TSF WinCo Foods)
M-51	Yoon Byun (PA09-0031)	NEC Alessandro and Graham	5,044 SF retail center w/ convenience store, restaurant and carwash
M-52	Classic Opportunities Group/Optiflex - Moreno Valley Medical Plaza (PA09-0033, PA09-0034, PA09-0035, PA09-0036, PA09-0037, PA09-0038, PA09-0039, PA09-0019, PA09-0020)	East side of Nason, south of Brodiaea Ave.	311,633 SF commercial medical plaza
M-53	TM 32505 (PA05-0017)	SWC Bay Avenue & Morrison Street	72 detached single-family units
M-54	TM 33417 (PA05-0142)	NWC Perris Blvd. & Delphinium Ave	60 condominiums
M-55	TM 33607 (PA06-0096)	NEC Perris Blvd. & Delphinium Ave	52 condominiums
M-56	TM 34988 (PA06-0141)	NEC Perris Blvd. & Brodiaea	251 townhomes
M-57	TM 34216 (PA05-0193)	NEC of Kitching and Alessandro	40 condominiums
M-58	TM 34681 (PA06-0052)	South of Alessandro, west of Lasselle	49 townhomes
M-59	Moreno Valley Medical Campus	North side of Iris Ave., west of Moreno Valley Community Hospital	75,000 SF medical office complex
M-60	Overton Moore Properties (PA08-0072)	NWC Cactus Ave. & Frederick St.	520,000 SF high-cube warehouse

Table 2.C: Cumulative Project List

Map No	Project	Location	Type
R-61	Alessandro Business Park (P07-1028)	North of Alessandro, west of I-215 frontage road	652,018 SF general light industrial
R-62	P06-1408	East of I-215, north of Gateway Dr.	73,500 SF office
P-63	Harvest Landing Specific Plan	East of I-215, south of Placentia, west of Perris Blvd, north of Nuevo	1860 single family dwelling units, 1,306,582 SF multiple use business park
C-64	Amstar/Kaliber Development (PP 22925)	South of Alessandro Blvd, west of I-215 Frontage Road	258,102 SF office, 409,312 SF warehousing, 42,222 SF general light industrial, 10,000 SF retail
A-65	Alessandro Metrolink Station	South of Alessandro, east of Frontage Road	Light rail station; 300 parking spaces
A-66	Meridian Business Park	North West of 215, south of Alessandro	5,985,000 SF industrial park
A-67	Eucalyptus Industrial Park	East of Moreno Beach Drive, west of Quincy channel, south of SR-60	2,244,638 SF of high cube warehouse uses
A-68	West Ridge Commerce Center	West of Redlands Boulevard, south of SR-60	937,260 SF of high cube warehouse uses
A-69	World Logistics Center	East of Redlands Avenue, south of SR-60	41,500,000 SF high cube warehouse uses
A-70	Perris Valley Commerce Center Specific Plan	3,500 acres in north Perris	Various Light Industrial, business park, and commercial uses

Notes: NWC = northwest corner; SWC = southwest corner; NEC = northeast corner; SEC = southeast corner; SF=square feet
Sources: City of Moreno Valley, August 2011

The cumulative analyses are provided following the discussion of the individual impacts associated with the proposed project in Section 4.0. For example, the cumulative impact for air quality is provided in Section 4.1, and so forth. Depending on the issue discussed, the area addressed in the cumulative analysis varies. For example, because of the cumulative nature of regional air quality emissions, the cumulative area for air quality impacts would encompass the South Coast Air Basin; while the cumulative area associated with noise would be limited to areas in the proximity of the project site. Because of the nature of the various cumulative discussions, the consideration of all the cumulative projects in every cumulative analysis is not warranted.

The traffic study is based on existing count data taken in 2007. For this reason, projects that were approved subsequent to 2011 were added to the background trip generation in the TIA. These are listed as cumulative projects 1 through 44 in Table 2.C and Figure 2.1.

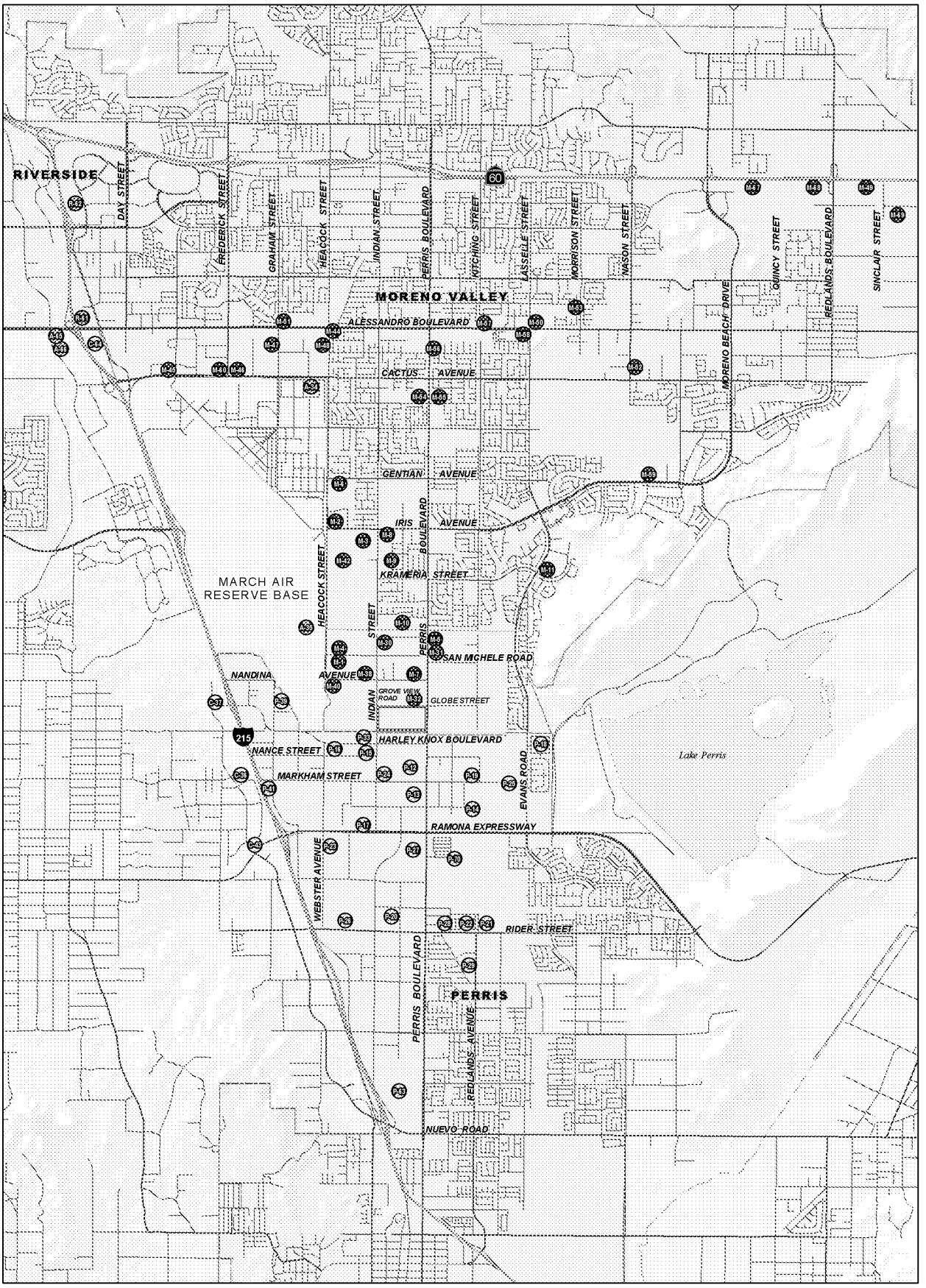

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FIGURE 2.1

Cumulative Projects

- Proposed Project Location
- City Boundaries
- City of Moreno Valley
- City of Perris
- City of Riverside
- County of Riverside
- March JPA

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Environmental Impact Report

SOURCE: City of Moreno Valley, August 2011; Riverside County, 2011
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3.0 PROJECT DESCRIPTION

The project description is provided in this section of the EIR in conformance with *CEQA Guidelines* §15124. It discusses the geographic setting, project location, project setting, City of Moreno Valley General Plan and zoning designations, project characteristics, discretionary actions, and project objectives. The project description is used as the basis for analysis in Section 4.0 of the EIR.

3.1 GEOGRAPHIC SETTING

As illustrated in previously referenced Figure1.1, the proposed project is located within the southwestern portion of the City of Moreno Valley, in Riverside County, California, east of Interstate 215 (I-215) and south of State Route 60 (SR-60). The City is located within the Perris Block geologic unit, which in turn lies within the Peninsular Ranges Geomorphic Province of southern California. The Peninsular Ranges Geomorphic province is characterized by a series of northwesterly trending mountain ranges extending from the coast of California eastward into the California desert and south to the tip of Baja California. The Perris Block is bounded on the northeast by the San Jacinto Fault, on the north by the Cucamonga Fault and the San Gabriel Mountains, and on the southwest by the Elsinore Fault and the Santa Ana Mountains. The City of Perris borders Moreno Valley to the south and the City of Riverside to the west, with unincorporated areas of Riverside County bordering the City to the north and east. The Box Springs Mountains border the City to the north.

3.2 PROJECT LOCATION

The project site consists of four parcels (APNs 316-210-71, 316-210-73, 316-210-75, and 316-210-76) totaling approximately 71 net acres located on the southwest corner of Perris Boulevard and Grove View Road. The Perris Valley Storm Drain Lateral B channel forms the southern boundary of the site while Indian Street forms the western boundary. The site is located approximately 1.3 miles east of I-215, 4.5 miles south of SR-60, and 1.75 miles west of Lake Perris. March Air Reserve Base is located approximately one half mile west of the project site.

3.3 PROJECT SETTING

The project site is relatively level, descending gradually from northwest to southeast, at an elevation ranging from approximately 1,465 to 1,461 feet above sea level. On-site soils consist of disturbed top soil/fill and natural soils, classified as brown clayey silts to silty sands.

The project vicinity is characterized by a mix of developed and undeveloped properties, as can be seen in previously referenced Figure 1.1. Developed properties in the vicinity include a waste transfer station and an industrial/warehouse to the north, industrial/warehouse and undeveloped property to the south, industrial/warehouses and a self storage facility to the east, and warehouses, vehicle storage, residences, and undeveloped property to the west.

The proposed project site has been used historically for agricultural purposes but currently lies fallow. It was most recently used as a sod farm growing that ceased operating in August 2005. Within the past two years, the proposed Project site has received approximately 80,000 cubic yards of fill as part of an approved stockpile permit previously issued by the City. The major roads that provide access to the project are Perris Boulevard, Indian Street, Grove View Street, and Harley Knox Boulevard, with the nearest I-215 interchanges at Harley Knox Boulevard and Ramona Expressway.

3.4 CITY OF MORENO VALLEY GENERAL PLAN AND ZONING DESIGNATIONS

A review of the Cities of Moreno Valley and Perris General Plans reveals the site and surrounding area is designated Business Park/Light Industrial to the north, east and west in the City of Moreno Valley (City) and Light Industrial and Community Commercial south of the Lateral B channel in Perris. Similarly, zoning for the site and surrounding area in the City is governed by Specific Plan (SP) 208. SP 208, which is known as the Moreno Valley Industrial Area Plan, was originally adopted in 1989, amended in 2001 and 2002.

As illustrated in Figure 3.1, SP 208 encompasses approximately 1,540 acres in the southwest portion of the City covering an "L" shaped area. South of Mariposa Avenue/Lateral A channel, the SP area is bordered by City of Perris to the south, the Perris Valley Storm drain to the east, and Heacock Street to the west. North of Mariposa Avenue/Lateral A channel, the SP is bordered by Indian Street to the east, Heacock Street to the west, and Iris Avenue to the north. The SP also includes the area north of Iris Street bordered by Gentian Avenue to the north, Indian Street to the east, and Heacock Street to the west. SP 208 functions as the zoning for the applicable planning area, defining permitted uses and establishing design guidelines.

The proposed project site as well as the surrounding areas are planned for industrial development per SP 208. The SP also permits supporting commercial land uses at key intersections in its planning area, including the intersection of Perris Boulevard and Grove View Road. Zoning for the area to the south across the Lateral B channel in Perris is Light Industrial and Community Commercial. Table 3.A provides a summary of existing on-site and adjacent land use, zoning, and General Plan designations. Figure 3.2 illustrates existing on-site and adjacent General Plan Land use designations and zoning for the site.

Table 3.A: On-Site and Adjacent Land Use Designations

Location	Current Land Uses	General Plan Land Uses	Zoning Designations
On-site	Vacant/Fallow	Business Park/Light Industrial	SP 208
North	industrial	Business Park/Light Industrial	SP 208
South[1]	industrial and vacant	Community Commercial and Light Industrial	Light Industrial and Community Commercial
East	industrial	Business Park/Light Industrial	SP 208
West	industrial and vacant	Business Park/Light Industrial	SP 208

[1] Land use, General Plan, and Zoning information shown is in the City of Perris.
Sources: City of Moreno Valley General Plan Land Use Map, adopted August 2010; City of Moreno Valley Zoning, accessed April 7, 2011; City of Perris General Plan Land Use Map, approved February 2008; City of Perris Zoning February 2009.

3.5 PROJECT CHARACTERISTICS

The proposed project would result in the construction and operation of approximately 1,616,133 square feet of distribution warehouse space on an approximately 71 acre site. The single building will be constructed with 264 vertical-lift dock-high roll up doors on the long (north and south) sides of the building to allow access for the loading and unloading of products from diesel truck/trailers. Building interiors are typically large and open to accommodate the temporary storage of the products to be distributed. The building will include a total of approximately 44,000 square feet of business office space for the management of the warehouse. Parking at the warehouse will be provided for 368 truck trucks and trailers as well as 589 parking stalls for passenger vehicles in accordance with City standards for light industrial uses. Previously referenced Figure 1.2 provides a conceptual site plan for the proposed project.

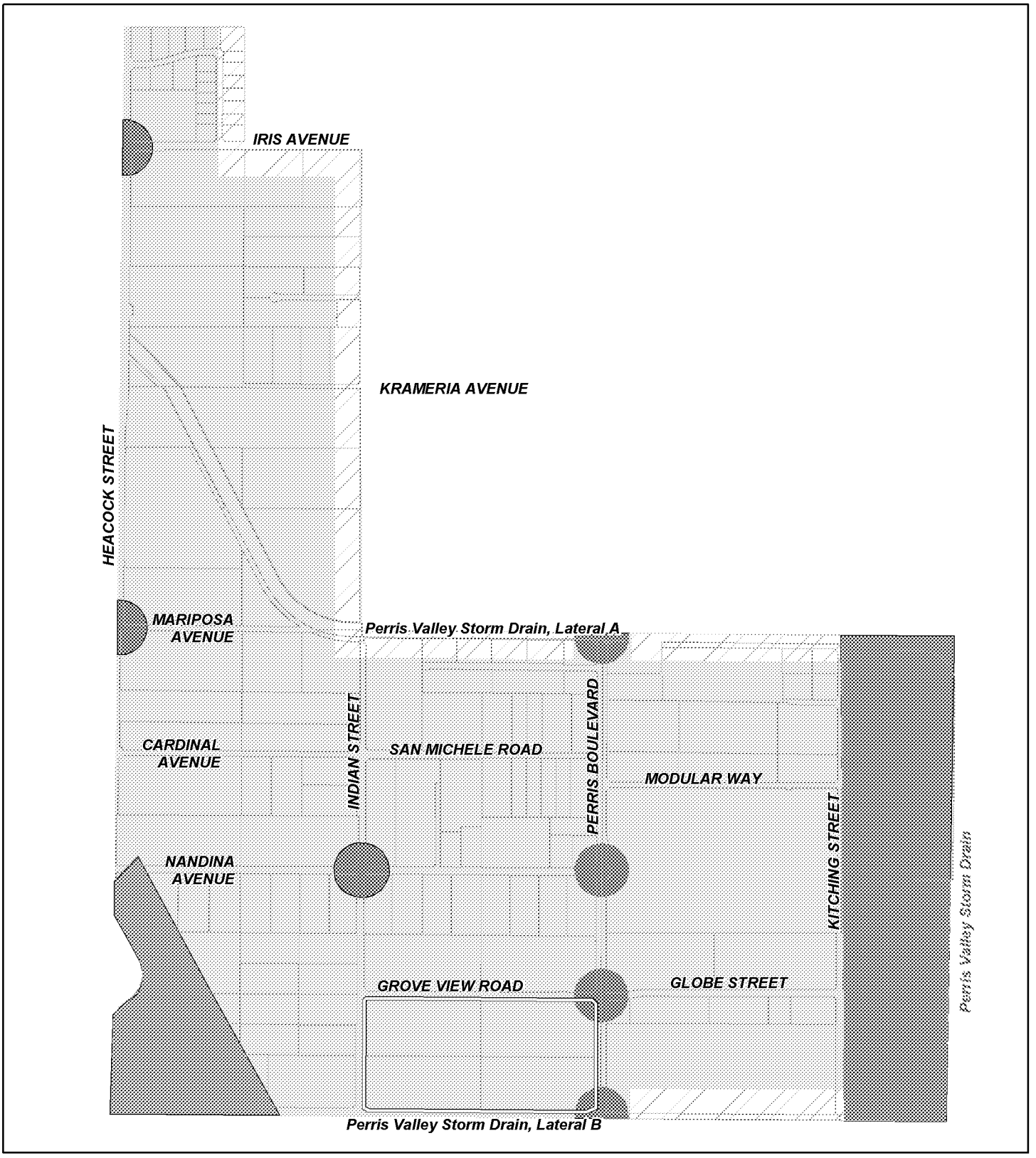

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Project Boundary

Moreno Valley Industrial Area Plan Boundary
Industrial
Public
Clear Zone
Commercial (Industrial/Business Support)
300' Residential Buffer

FIGURE 3.1

VIP Moreno Valley
Environmental Impact Report

Moreno Valley Industrial Area Plan Boundaries (SP 208)

SOURCE: City of Moreno Valley (Specific Plan 208), 2002.

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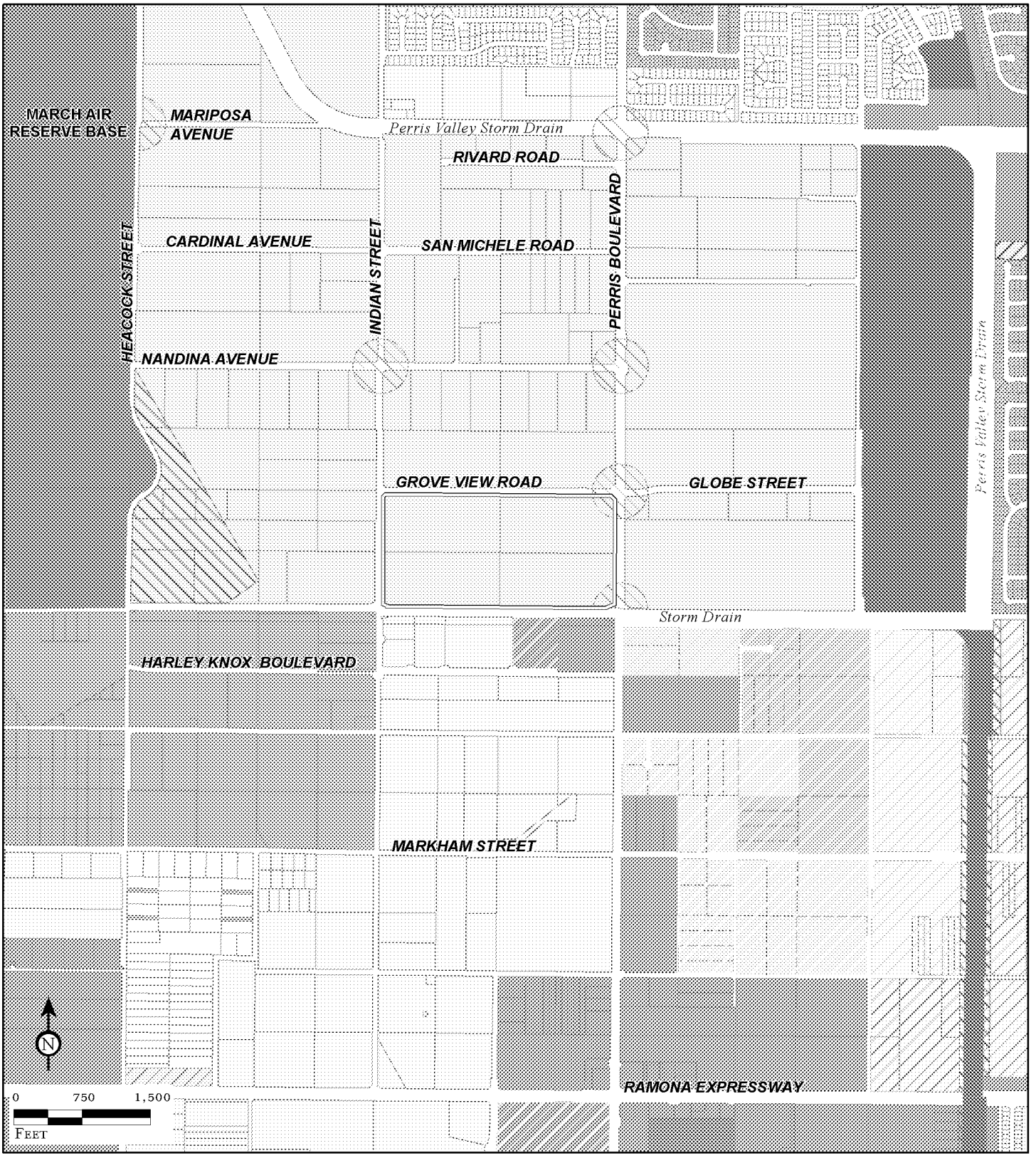

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Project Boundary

Zoning

Public Facilities

NC - Neighborhood Commercial

Commercial

SP - Specific Plan

LI - Light Industrial

A1 - Light Agriculture

OS - Open Space

R - 6,000 - Residential

R - 10,000

General Plan - Land Use

March Air Reserve Base

BP - Business Park

CC - Community Commercial

GI - General Industrial

LI - Light Industrial

MFR - 14

NC - Neighborhood Commercial

OS - Parks/Recreational/Natural Open Space

P - Public/Semi-Public Facilities/Utilities

Residential: Max. 5 du/ac

R - 6000

Residential: Max. 10 du/ac

Residential: Max. 15 du/ac

R - 20,000

SP

SOURCE: City of Moreno Valley Land Use Map, August 12, 2010; City of Perris - General Plan, February 19, 2009; City of Moreno Valley - Zoning, April 20, 2011; City of Perris - Zoning, February 19, 2009.

FIGURE 3.2

VIP Moreno Valley
Environmental Impact Report

Existing General Plan Land Use Designations and Zoning

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The proposed project features a variety of architectural elements including façade accents such as corner treatments and roof trim (refer to Figure 3.3). The project would also provide variation in wall planes that serve to avoid an institutional appearance and break up the bulk of the buildings. This variation creates shadow lines at various times of the day.

Access to the project site will be provided via two driveways on Indian Street, three driveways on Grove View Road, and two driveways on Perris Boulevard. The northern driveway on Perris Boulevard will be for passenger vehicle and emergency access only. The southern driveway on Perris Boulevard will align with the existing signalized intersection at the Ross Distribution Warehouse entrance. The north project driveway on Indian Street will be for passenger vehicle and emergency access only; all other driveways will be used by both passenger vehicles and trucks. The proposed project is anticipated to be constructed by the year 2013.

The proposed project will function as a trucking distribution hub for several types of items. Goods imported from the ports of California as well as other locations will be delivered via truck to the proposed distribution centers and distributed via truck to both in and out of state locations, thus benefiting both local and interstate commerce.

Due to the project site's topography and drainage requirements, approximately 220,000 additional cubic yards of fill will be required. The specific location of the fill import site is not known at this time. It is reasonable to estimate that the fill will be obtained from a site located within 10 miles of the proposed project in order to reduce import hauling costs, consistent with soil import/export hauling distances for projects in Moreno Valley.

In addition to construction of required street frontage improvements on Indian Street, Perris Boulevard, and Grove View Road, the proposed project includes construction of necessary infrastructure to provide water, sewer, phone, cable, natural gas, and electricity service. Drainage will be handled by a system of on-site collection/routing pipes, landscaped swales, sand filters, and paved landscape features. All utilities hook ups are immediately available, with no off-site improvement required.

Site and building design attributes for the proposed project will incorporate many sustainability and Green Building concepts. Green Building is the practice of increasing building efficiency through site planning, water and energy management, material use, control of indoor air quality and the use of innovative design concepts. These practices help to improve building operational efficiency, conserve water, reduce waste, and lessen the heat island effect of development.

Green building designs typically exhibit the following features:

- More natural ventilation or, at least, a mixture of natural ventilation and air conditioning, and/or increased fresh air via the mechanical ventilation system.
- Narrow plan forms, often within the 15m limits of natural ventilation and daylight access, the corollary of which is less 'deep' space in the middle, which users dislike.
- Better utilization of daylight.
- More user controls for windows, blinds, lights, and ventilators. This can mean that needs (like thermal comfort) are met more quickly even though the conditions may only be 'good enough'. Users preferred rapid response when things go wrong or needed changing, and will tolerate conditions which are reasonable.
- Higher floor to ceiling heights, which helps, e.g., with daylight penetration.
- More open plan workspaces (usually desks) close to or next to windows.

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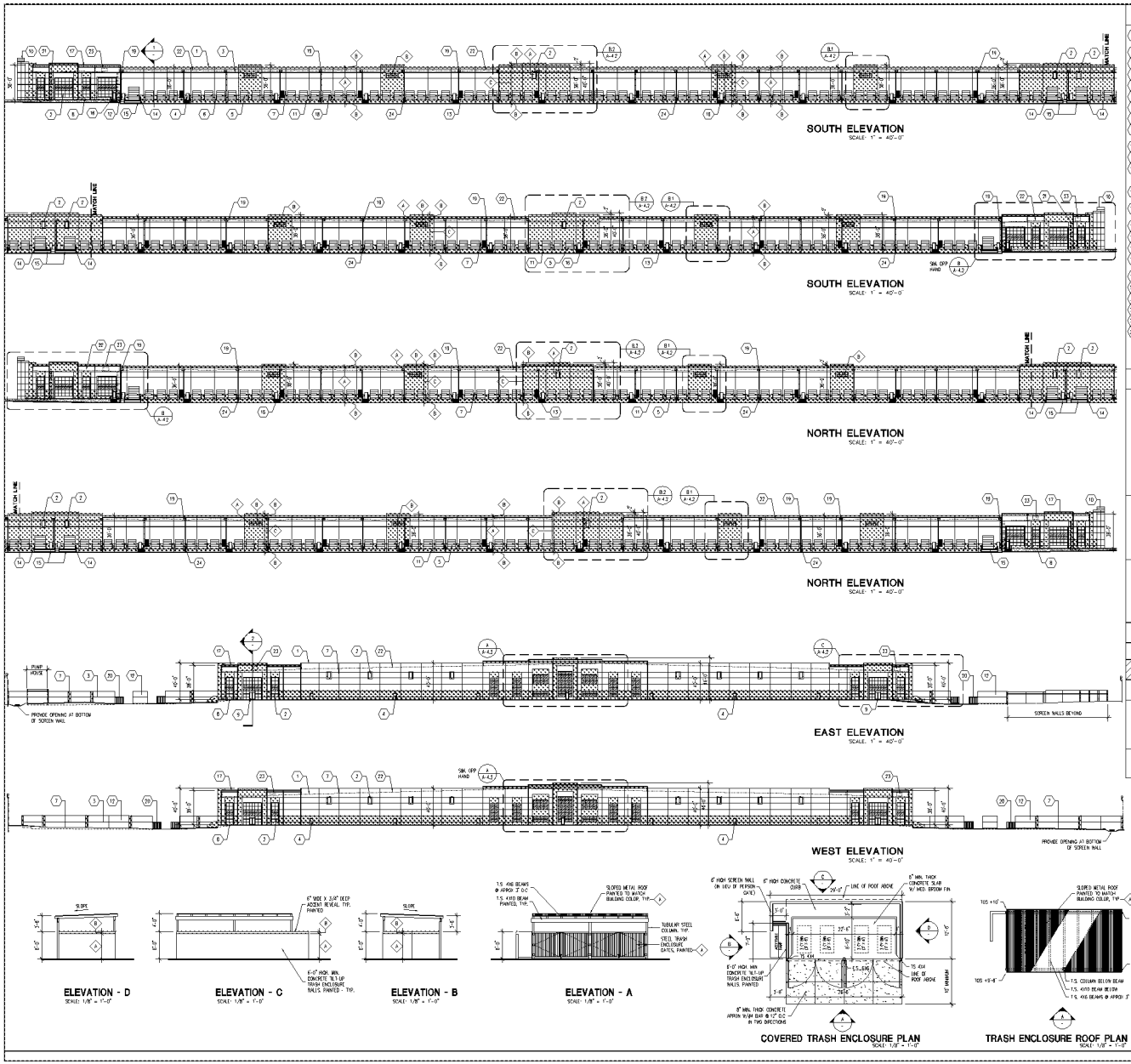

KEYNOTES

1. SMOOTH FINISH CONCRETE TILT-UP PANEL PAINTED PER THE EXTERIOR COLOR SCHEDULE.
2. GLAZING – SEE GLAZING NOTES BELOW
3. 2" WIDE x 3/4" DEEP HORIZONTAL REVEAL. PAINTED. TYPICAL
4. HOLLOW CORE METAL DOOR PAINT TO MATCH BUILDING COLOR
5. METAL VERTICAL LIFT DOOR PAINT TO MATCH BUILDING COLOR
6. 5'-0" HIGH STEEL PLATE JAMB GUARD PAINT TO MATCH BUILDING COLOR.
7. PANEL JOINT
8. 3/4" CHAMFER REVEAL WITH RECESSED AREA. PAINTED ACCENT COLOR
9. FULLY TEMPERED GLASS AT STOREFRONT FLOOR LEVEL AROUND DOORS TO WITHIN 36" INCLUDING THE DOOR.
10. LINE OF BUILDING PARAPET BEYOND
11. RUBBER DOOR BUMPERS.
12. CONCRETE TILT-UP SCREEN WALL PAINTED TO MATCH BUILDING COLOR (VARIES IN HEIGHT BASED ON GRADES) SEE SCREEN WALL ELEVATIONS SHEETS A-5 & A-6
13. 4" WIDE x 8' HIGH LOUVERS FOR MAKE-UP AIR. PAINTED TO MATCH BUILDING
14. 42" HIGH TRUCK RAMP WALL ABOVE HIGH SIDE OF FINISH GRADE. PAINTED TO MATCH BUILDING
15. CONCRETE TRUCK RAMP
16. CONCRETE STAIRS WITH CONCRETE TILT UP GUARDRAILS. PAINTED
17. DECORATIVE 1 1/2" DEEP BY 24" HIGH REVEAL AT TOP OF PANEL. PAINTED.
18. 6" x 20" TEMPERED VISION LITE WITH TYPE "D" NEOPRENE GASKET. MOUNTED AT 4'-0" A.F.F.
19. GALVANIZED METAL DOWNSPOUT & OVERFLOW SCUPPER WITH SHIELD – PAINTED
20. 8'-0" HIGH TUBULAR STEEL ROLLING GATE – PAINTED EPOXY GLOSS BLACK
21. INTERIOR ROOF DRAIN AND INTERIOR OVERFLOW PIPES
22. ROOF LINE
23. FUTURE HVAC EQUIPMENT TO BE SCREENED FROM VIEW BY THE PARAPET
24. DOWNSPOUT PROTECTION – BENT STEEL PLATE. PAINTED TO MATCH BLDG. COLOR

GLAZING NOTES

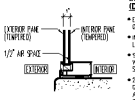

INSULATED VISION GLAZING (DUAL PANE):

- EXTERIOR PANE: 1/4" THICK VISTEON VOPSAIUX GREEN 2000R (REFLECTIVE)
- INTERIOR PANE: 1/4" THICK CLEAR LOW-E #2 BY PPG
- SHADING COEFFICIENT: 0.31
  WINTER U-FACTOR: 0.47
  SOLAR HEAT GAIN COEFFICIENT: 0.26
- 2" x 4 1/2" FULLY CAPTURED OFFSET GLAZING SYSTEM AS MANUFACTURED BY ARCADIA ALUMINUM PRODUCTS OR EQUAL. CLEAR ANODIZED CLASS-1 FINISH

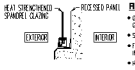

RECESSED GLAZING:

- GLASS PANE: 1/4" THICK VISTEON VOPSAIUX GREEN 2000R (REFLECTIVE)
- SHADING COEFFICIENT: 0.43
- FRONT GLAZED SILICONE BUTT JOINT SET IN CLEAR ANODIZED ALUMINUM FRAMES.
- HEAT STRENGTHENED SPANDREL GLASS

NOTE:

1. VISION GLASS SHALL BE TEMPERED AT LOCATIONS REQUIRED PER CODE AND PER KEY NOTE #9 THIS SHEET
2. ALL STOREFRONT CONSTRUCTION, GLASS, METAL ATTACHMENTS, JAMBS, SILLS AND LINTELS SHALL BE DESIGNED TO WITHSTAND 90 MPH MINIMUM WIND LOADS PER CBC CHAPTER 16, TABLE 16-G

GLAZING LEGEND

T = TEMPERED VISION GLASS – SEE GLAZING NOTES ABOVE

= AT HATCHED AREAS, USE 1/4" HEAT STRENGTHENED GREEN 2000R SPANDREL GLASS SET IN 4" RECESSED (DUAL) CONCRETE PER STRUCTURAL PLANS.

EXTERIOR COLORS

A	DUNN EDWARDS #DE6143 "ALMOND LATTE"	(FIELD)
B	DUNN EDWARDS #DE6145 "ROCKY RIDGE"	(BASE / CAP)
C	DUNN EDWARDS #DE6172 "BUNGALOW TAUPE"	(ACCENT)

NOTE:

1. WALL HEIGHTS ARE PRELIMINARY AND SUBJECT TO CHANGE PENDING THE STRUCTURAL ENGINEERS REVIEW

RKZ, INC.
9620 DOV AVENUE SUITE 200
TUSTIN, CALIFORNIA 92780
PH: 714.730.1160 FAX: 714.730.1850
www.rkzinc.com

OWNER/DEVELOPER:
VOGEL ENGINEERS, INC.
3010 PASEO TESORO
WALNUT, CA 91789-2701
PHONE: 909 598-2365
FAX: 909 598-2317

VIP MORENO VALLEY

XXXXX & XXXXX PERRIS BOULEVARD
XXXXX & XXXXX INDIAN STREET
MORENO VALLEY CALIFORNIA 92551

VIP
VOGEL INDUSTRIAL PARK
MORENO VALLEY, CA

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1	PLANNING DEPT COPY 04-05-04
REVISIONS	
CONSTR.	
BID	
PLAN CHECK	
DRAWN	05-12-03
JOB NO.	08-25
SHEET NAME	EXTERIOR ELEVATIONS
SHEET NO.	A-4.1
OF	SHEETS

PROJECT IPA08-0004 & PA08-0012

LSA FIGURE 3.3

VIP Moreno Valley
Environmental Impact Report
Building Elevations

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SOURCE: RKZ, Inc., 2011

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- More care t aken in d esign of a chieving comf ortable conditio ns, espe cially in su mmertime. Examples of green building features include

Sustainable commercial buildings have been described to have the following building elements:

- Site which o ptimizes the building o rientation, t he natural lighting, shading, and ventilation it can capture.
- The building fabrics and materials use low embodied energy materials; use of recycled materials; and the use of high performance material.
- The building has efficient operational and maintenance costs.
- The b uilding is efficie nt with the use of energy and water mana ged t hrough a Buildin g Management System. For example, u se of photovol taic array on its roof o r faça de; rai nwater collection and storage tanks.

In recognition of the trend towards Green Building, the proposed project will pursue the Leadership in Energy an d Environme ntal De sign (L EED) Co re & Shell rating prog ram. LEED is a voluntary, consensus-based standard to support and certify successful green building design, construction, and operations. L EED pro grams evalu ate the com plete life cycle of proje cts a nd associ ated buildings through d esign, con struction, an d o perations. Th e Core & S hell rating system i s for de signers, builders, developers, and new building owners of new core and shell construction where the tenants and needs for inside the building are not known. The rating system covers the base building elements including the structure, building envelope, and HVAC system.

Projects seeking LEED co mpliance are given points for compliance with sp ecific concepts promoting green build ing. The points rating for a project incr eases a s the numbe r of p olicies that the proje ct complies with increases. A point scale i s appli ed an d proj ects are rated o n th is scale. Th e scal e is broken d own into four levels, LEED Certified, Silver, Gold, and Platinum, with Platinum being the highest attai nable certification availa ble for a given proje ct. The pro posed project will in corporate Green Building concepts and is expected to reach the LEED “Certified” rating.

3.6 PROJECT OBJECTIVES

The purpose of the proposed project is to provide a new facility specializing in warehouse distribution services. Upon development, the proposed project will achieve the following:

- Create e mployment-generating opportunities for the citi zens of Moreno Vall ey and surrounding communities;
- Encourage in dustrial devel opment a s at tractive an d prod uctive u ses while mini mizing conflicts with the surrounding existing uses;
- Encourage ware h ouse di stribution services that take advantage o f the area’ s close p roximity to various freeways and transportation corridors;
- Provide the i nfrastructure improvements required to meet project needs in an efficient and cost-effective manner;
- Encourage new development consistent with the capacity and municipal service capabilities;
- Provide a hi gh den sity, high-quality l arge-scale industrial deve lopment to provide j obs for residents at a variety of income levels;
- Facilitate the efficient and cost-effective movement of good s in a nd throu g h t he City, which, in turn, allows the City to compete economically on a domestic and international scale;

- Provide an industrial warehouse facility that meets the substantial and unmet demands of businesses located in the City and County;
- Cluster industrial warehouse uses near efficient access points to the state highway system to reduce traffic congestion on surface streets and to reduce associated air pollutant emissions from vehicle sources;
- Implement the City's General Plan Industrial/Business Park Land Use designations that are applicable to the site;
- Accommodate new development that channels land uses in a phased, orderly manner and is coordinated with the provision of necessary infrastructure and public improvements;
- Provide new development that will assist the City in obtaining fiscal balance in the years and decades ahead; and
- Address community circulation, both vehicular and pedestrian, utilizing available capacity within the existing circulation system, and provide fair share improvements to various future-year deficient intersections or road segments.

3.7 REQUIRED PERMITS AND DISCRETIONARY ACTIONS

The following discretionary actions are anticipated to be taken by the City of Moreno Valley as part of the proposed project:

- Tentative Parcel Map approval (TPM 36162);
- Certification of Environmental Impact Report; and
- Site Plan approval.

Other non-discretionary actions anticipated to be taken by the City at the Staff level as part of the proposed project include the following:

- Approval of a Storm Water Pollution Prevention Plan (SWPPP) to accommodate site runoff during construction. Approval of a Water Quality Management Plan (WQMP) to mitigate for post-construction runoff flows.
- Issuance of a Grading permit that requires approval of a grading plan, approval of the final drainage study, approval of the Final WQMP, obtaining an NOI and WDID number, and satisfying those conditions of approval required prior to grading.
- Issuance of an Encroachment permit for any construction work done in any City-controlled right-of-way. Encroachment permit issuance requires approval of improvement plans, public improvement agreement execution with securities posted, and satisfying those conditions of approval required prior to grading.
- Issuance of a Building permit. The comprehensive building permit includes building, plumbing, mechanical, and electrical permits.

Approvals and permits required by other agencies include:

- A National Pollutant Discharge Elimination System (NPDES) permit from the Regional Water Quality Control Board (RWQCB) to ensure that downstream water quality is not worsened;
- Approval of water and sewer improvement plans by the Eastern Municipal Water District.

- Approval from the City and Riverside County Flood Control and Water Conservation District to ensure that construction site drainage velocities are equal to or less than the pre-construction conditions.

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4.0 ENVIRONMENTAL IMPACT EVALUATION

As stated previously, there are five environmental topic areas that are analyzed in this EIR with respect to the proposed project. These topics are:

4.1 Agricultural Resources

4.2 Air Quality

4.3 Climate Change and Greenhouse Gas Emissions

4.4 Noise

4.5 Transportation and Traffic

Within each subsection described in Section 4.0, the following information is presented relative to each environmental issue described:

- Description of the existing setting as it relates to the specific environmental issue;
- A summary of policies and regulations relevant to the specific environmental issue;
- Identification of the thresholds of significance;
- Evaluation of project-specific impacts and a determination of significance based on identified threshold levels;
- Identification of mitigation measures;
- A determination of the level of significance after mitigation measures are implemented; and
- Cumulative impacts.

The following environmental analysis provided in Sections 4.1 through 4.5 focuses on changes in the existing physical environment and identifies direct and indirect and short-term and long-term significant effects associated with the proposed project. The cumulative impacts for each of the proposed project components are analyzed within the discussion of each component for each threshold.

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4.1 AGRICULTURE AND FORESTRY RESOURCES

This chapter discusses agricultural and forest resource impacts attributable to the proposed project. It describes existing agricultural resources, respective State farmland classifications for the project site, and existing forest resources. This chapter focuses on discussions involving applicable State, regional, and local policies regarding agricultural and forest resources and the conversion of farmland and forest to non-agricultural and non-forest uses. This section is based in part on the following reference documents:

- *A Guide to the Farmland Mapping and Monitoring Program*, California Department of Conservation, Division of Land Resources Protection, 2004 Edition.
- *California Land Evaluation and Site Assessment Model, Instruction Manual*, California Department of Conservation, Office of Land Conservation, 1997.
- *City of Moreno Valley General Plan*, City of Moreno Valley, July 2006.
- *City of Moreno Valley General Plan Final Environmental Impact Report*, P & D Consultants, July 2006.
- *Economic Viability of Agriculture in the East Inland Empire,* CB Richard Ellis, March 18, 2009.
- *Riverside County Land Use Conversions, 1998–2008*, California Department of Conservation, Division of Land Resources Protection.
- *Riverside County 2009 Agricultural Production Report, 2009.*
- *Soil Survey Western Riverside County Area, California*, United States Department of Agriculture, November 1971.

The California Land Evaluation and Site Assessment (LESA) Model worksheets prepared for the proposed project are included as Appendix B to this EIR.

4.1.1 Existing Setting

4.1.1.1 Agricultural Resources

As described in the City's General Plan (July 2006), land used for agricultural production is generally concentrated in the eastern portion of the City. Farmland within the City at the time of the preparation of the General Plan was most often used for grazing, citrus orchards, and potato and dryland farming.[1] However, in recent years the City and region have faced and still face urbanization and development pressures contributing to the decline of agricultural uses in the project area and region. Of the land in the City that is utilized for agricultural use, few parcels are owner- operated with the majority of the properties being leased for agricultural use. Many agricultural fields within the City have been out of production for a number of years and are dominated by disturbed ruderal (weedy) vegetation. This condition is also true of the proposed project site. Various forms of disturbance related to agricultural uses include frequent disking, pesticide application, and irrigation. The project vicinity is characterized by a mix of developed and undeveloped properties, as can be seen in previously referenced Figure 1.1. Developed properties in the vicinity include a waste transfer station and an industrial/warehouse to the north; industrial/warehouse and undeveloped property to the south; industrial/warehouses and a self storage facility to the east; and warehouses, vehicle storage, residences, and undeveloped property to the west. Active agricultural operations (alfalfa) take place on properties located to the southwest of the project site, west of Indian Street and south of Harley Knox Boulevard.

[1] *5.8 Agricultural Resources*, City of Moreno Valley General Plan Final Environmental Impact Report, July 2006.

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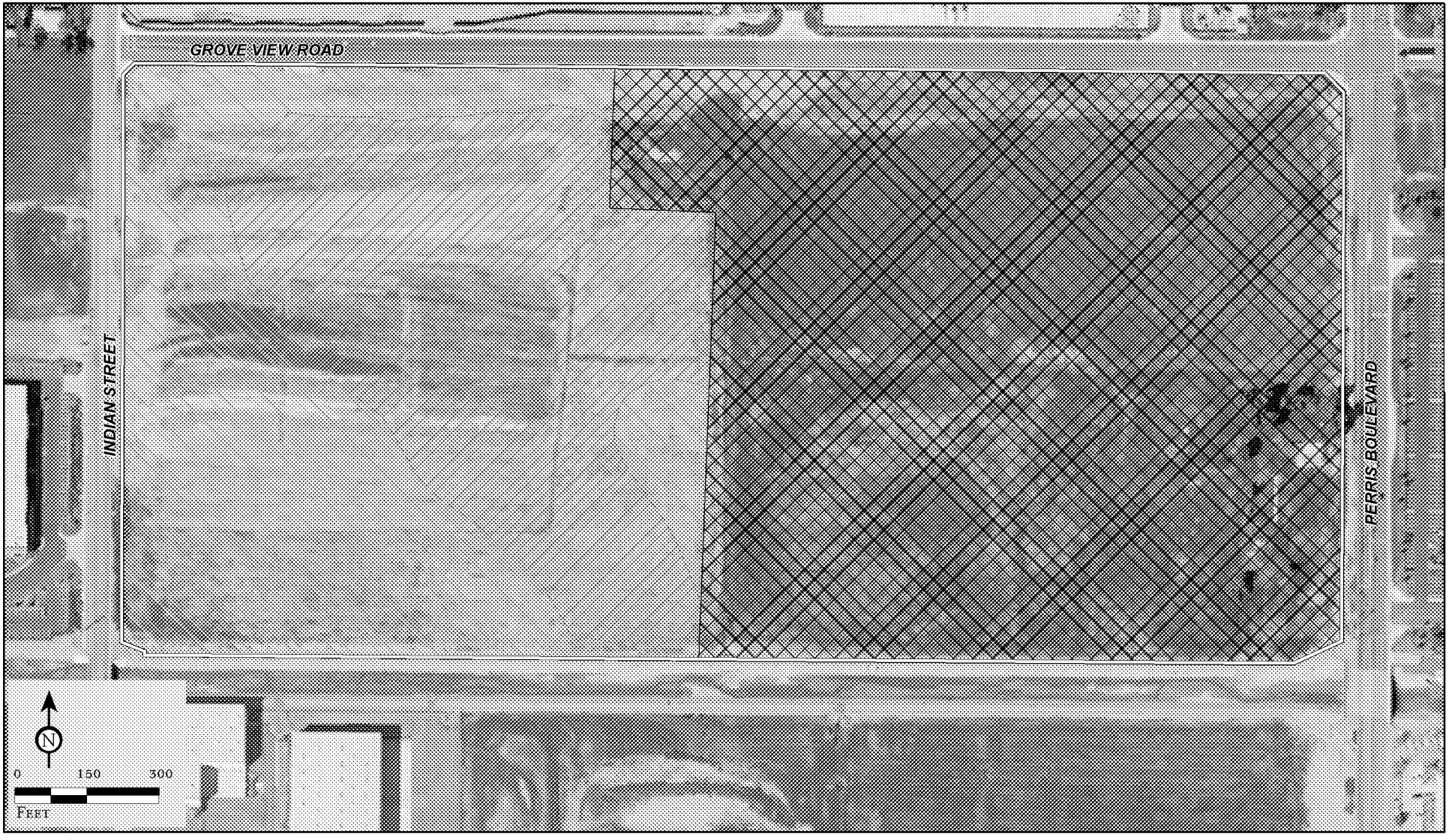

LSA

FIGURE 4.1.1

Project Boundary

State Designated Farmland

Farmland of Local Importance

Farmland of Statewide Importance

Prime Farmland

VIP Moreno Valley
Environmental Impact Report

State Designated Farmland

SOURCE: ESRI World Imagery: Aerials Express, 2010; Farmland Mapping and Monitoring Program, 2008.

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The proposed project site has been used historically for agricultural purposes but currently lies fallow and has been fallow for a number of years. It was most recently used as a sod farm that ceased operating in August 2005 and has not been in agricultural production since that time. Within the City, approximately 1,639 acres are designated as Prime Farmland.[1] As illustrated in Figure 4.1.1, the project site is identified as Prime Farmland, Farmland of Statewide Importance, and Farmland of Local Importance. Approximately 16.89 acres (23%) of the project site is designated as Prime Farmland,[2] 16.23 acres (23%), is designated Farmland of Statewide Importance, and 38.69 acres (54%) is designed Farmland of Local Importance.

4.1.1.2 Forestry Resources

Based on data from the Fire and Resource Assessment Program, Riverside County does not have land set aside for timber production.[3] In addition, no land is currently identified as suitable for timber sale production in Southern California. Therefore, there are currently no areas within the City designated for timber production. Harvesting of trees may occur to meet wildlife, fuel, watershed, or other needs.[4]

4.1.1.3 General Plan and Zoning Designations

The City of Moreno Valley's General Plan policies support agriculture as an interim use. No land in the City is dedicated for agricultural use. The site and surrounding area is designated Business Park/Light Industrial to the north, east and west in the City and Light Industrial and Community Commercial south of the Lateral B channel in Perris. Similarly, zoning for the site and surrounding area in the City is governed by Specific Plan (SP) 208. SP 208, the Moreno Valley Industrial Area Plan, was originally adopted in 1989, amended in 2001 and 2002, and encompasses approximately 1,540 acres in the southwest portion of the City covering an L-shaped area. SP 208 functions as the zoning for the applicable planning area, defining permitted uses and establishing design guidelines. The proposed project site, as well as the surrounding areas, is planned for industrial development per SP 208. The SP also permits supporting commercial land uses at key intersections in its planning area, including the intersection of Perris Boulevard and Grove View Road. Zoning for the area to the south across the Lateral B channel in Perris is Light Industrial and Community Commercial.

4.1.2 Existing Policies and Regulations

The preservation of agricultural activities and soils has been an explicit goal of the United States Department of Agriculture (USDA) and California Department of Conservation (CDC). Agricultural soils are limited non-renewable resources that are usually confined to particular locations; however, not all agricultural activities occur on soils suitable for agriculture and not all soils highly suited for farming are used for crop production. Generally, policies implemented to preserve agriculture are aimed at either protection of agricultural areas or the protection of the soils most suitable for agricultural production.

4.1.2.1 Federal Regulations

Federal regulations, such as the Forest and Rangeland Renewable Resources Planning Act of 1974 (RPA) and National Forest Management Act of 1976 (NFMA), authorize long-range planning by the

1 *5.8 Agricultural Resources*, City of Moreno Valley General Plan Final Environmental Impact Report, July 2006.
2 Important Farmland Map Riverside County, Farmland Mapping and Monitoring Program, 2004.
3 *Table 7 Timberland Production Zone (TPZ) acreage by Site Class in California as of 2000–2001*, Timberland Site Class on Private Lands Zoned for Timber Production, Fire and Resource Assessment Program, Department of Forestry and Fire Protection, http://frap.cdf.ca.gov/publications/Timberland_Site_Class_on_Private_Lands_Zoned_for_Timber_Production.pdf.
4 *Vegetation Management Standards, Land Management Plan Part 3 Design Criteria for the Southern California National Forests, Angeles National Forest, Cleveland National Forest, Los Padres National Forest, San Bernardino National Forest*, United States Department of Agriculture Forest Service, September 2005.

United States Forest Service (USFS) to ensure the future supply of forest resources, as well as to provide for the management of renewable resources on national forest lands.

4.1.2.2 State Regulations

State Designated Farmland. The California Government Code (Section 65570) requires the collection and reporting of agricultural land use acreage and conversion by June 30 of each even-numbered year. Utilizing data from the USDA Natural Resource Conservation Service (NRCS) soil survey and current land use information, the CDC and the Farmland Mapping and Monitoring Program (FMMP)[1] compile important farmland maps for each county within the State. Farmland maps and statistics are produced biannually using a process that integrates aerial photo interpretation, field mapping, and a computerized mapping system. These maps delineate land use in eight mapping categories (and one overlay category) and represent an inventory of agricultural soil resources within each county. The categories of land delineated on these maps include:

- **Prime Farmland:** Land that has the best combination of physical and chemical characteristics for the production of crops. It has the soil quality, growing season, and moisture to produce sustained high yields of crops when treated and managed, including water management, according to current farming methods.
- **Farmland of Statewide Importance:** Land that is similar to Prime Farmland but with minor shortcomings, such as greater slopes or less ability to hold and store moisture.
- **Unique Farmland:** Land of lesser-quality soils used to produce specific high economic value crops. It has the special combination of soil quality, location, growing season, and moisture supply needed to produce sustained high quality or high yields of a specific crop when treated and managed according to current farming methods. It is usually irrigated, but may include non-irrigated orchards or vineyards as found in some climatic zones in California. Examples of Unique Farmland crops include oranges, olives, avocados, rice, grape, and cut flowers.
- **Farmland of Local Importance:** Land of importance to the local agricultural economy, as determined by each county's board of supervisors and local advisory committees, e.g., dairies, dry land farming, aquaculture, and uncultivated areas with soils qualifying for Prime Farmland and Farmland of Statewide Importance. Farmland of Local Importance in Riverside County is defined[2] as:
    - Lands with soils that would be classified as Prime and Statewide Farmland but lack available irrigation water.
    - Lands planted with dryland crops of barley, oats, and wheat.
    - Lands producing major crops for Riverside County but that are not listed as Unique crops. These crops are identified as returning one million or more dollars on the 1980 Riverside County Agriculture Crop Report. Crops identified are permanent pasture (irrigated), summer squash, okra, eggplant, radishes, and watermelons.
    - Dairylands, including corrals, pasture, milking facilities, and hay and manure storage areas if accompanied with permanent pasture or hayland of 10 acres or more.
    - Lands identified by city or county ordinance as Agricultural Zones or Contracts, which includes Riverside City "Proposition R" lands.
    - Lands planted to jojoba, which are under cultivation and are of producing age.

[1] A Guide to the Farmland Mapping and Monitoring Program, California Department of Conservation, Division of Land Resources Protection, 2004 Edition.

[2] *Farmland of Local Importance, Local Definitions,* http://www.conservation.ca.gov/dlrp/fmmp/Documents/Local_definitions_00.pdf, website accessed February 16, 2011.

- **Grazing Land:** Land on which the existing vegetation, whether grown naturally or through management, is suitable for grazing or browsing of livestock.
- **Urban and Built-Up Land:** Land used for residential, industrial, commercial, construction, institutional, public administrative purposes such as railroad yards, cemeteries, airports, golf courses, sanitary landfills, sewage treatment plants, water control structures, and other development purposes. Highways, railroads, and other transportation facilities also are included in this category.
- **Other Land:** Land not included in any of the other mapping categories. Common examples include low-density rural developments, brush, timber, wetland, and riparian areas not suitable for livestock grazing, confined livestock, poultry or aquaculture facilities, strip mines, borrow pits, and water bodies smaller than 40 acres.
- **Water:** Water areas with an extent of at least 40 acres.
- **Land Committed to Nonagricultural Use:** This optional designation is an overlay to the standard farmland categories and represents existing farmland and grazing land and vacant areas that have a permanent commitment for development. Examples of Land Committed to Nonagricultural Use would include an area undergoing permanent infrastructure installation or for which bonds or assessments have been issued for public utilities. Such lands represent planning areas where there are commitments for future nonagricultural developments that are not reversible by a simple majority vote by a city council or board of supervisors.

California Land Conservation Act (Williamson Act). The California Land Conservation Act of 1965, also referred to as the Williamson Act, is a non-mandated State program administered by counties and cities for the preservation of agricultural land. This program enables local governments to enter into contracts with private landowners to restrict specific parcels of land to agricultural or related open space use.

Participation in the program is voluntary on the part of both landowners and local governments. Participation is implemented through the establishment of Agricultural Preserves and the execution of Williamson Act contracts. Individual property owners enter into a contract that restricts or prohibits development of their properties to non-agricultural uses during the term of the contract in return for lower property taxes. Initially signed for a minimum ten-year period, the contracts are automatically renewed each year for a successive minimum ten-year period unless a notice of non-renewal is filed, or a contract cancellation is approved by the local government. In the City of Moreno Valley, currently there is no land currently under a Williamson Act contract.[1]

State regulations, such as the Forest Taxation Reform Act of 1976 and the Z'berg-Nejedly Forest Practice Act of 1973–California Forest Practice Act, provide for the preservation of forest lands from encroachment by other incompatible land uses and provide for oversight of the management of forest practices and forest resources in California. As no forest or timber resources are located within the project site, no further discussion of these State regulations is warranted.

4.1.2.3 Local Policies

The City of Moreno Valley General Plan recognizes the high demand for land and housing and development in the region and that many of the current agricultural operations in the City are "interim uses" or uses that will ultimately be converted to urban uses. The following objective pertains to agriculture and is applicable to the proposed project.

[1] *5.8 Agricultural Resources*, City of Moreno Valley General Plan Final Environmental Impact Report, July 2006.

Parks, Recreation, and Open Space Element

Objective 4.1 Retain agricultural open space as long as agricultural activities can be economically conducted, and are desired by agricultural interests (with some agriculture retained in long-term use), and provide for an orderly transition of agricultural lands to other urban and rural uses.

To support this objective, the City identifies policies to encourage grazing and crop production as a compatible part of a rural residential atmosphere. Additionally, where practical, the City plans to incorporate existing groves into the design of future development projects. These groves can help retain the agricultural character of the area as well as provide a buffer between different land uses.[1]

4.1.3 Methodology

Important Farmland maps for Riverside County and the City were reviewed to determine whether the proposed project site contains or consists of Prime, Unique, or Statewide Important farmland. Second, the analysis evaluates the current General Plan land use designations and zoning applicable to the site to determine the existence of any conflicts between the proposed project and any potential existing agricultural general plan and zoning designations applicable to the site.

To quantify a development project's potential impacts on agricultural resources, the CDC has developed the California Agriculture LESA Model, a method of rating the relative quality of land resources and potential impacts to agricultural resources. The LESA Model is intended to provide lead agencies with a methodology to identify potentially significant impacts that may result from agricultural land conversions.

The LESA Model uses six different factors (two based on soil resource quality and four based on on-site and adjacent land characteristics) to develop a weighted score that identifies the significance of potential impacts to agricultural resources. The Land Evaluation (LE) scoring utilizes two soil factors. The Land Capability Classification (LCC) indicates the suitability of soils for most kinds of crops, and the risk of damage when they are used in agriculture, while the Storie Index provides a numeric rating (0–100) of the relative degree of suitability or value of a given soil for intensive agriculture. The Site Assessment (SA) scoring considers the size of the site to be converted, water supply restrictions in drought and non-drought years, and the presence (or absence) of adjacent agricultural, habitat, or parkland uses.

By assessing and weighing a variety of soil, water, and land use characteristics, it is possible that the conversion of a large parcel containing poor soils and with limited access to water would not result in a significant impact, while the conversion of a much smaller well-watered parcel with quality soils could be considered significant. To ensure potential impacts to adjacent agricultural activities are appropriately considered, the LESA model requires an examination of land use on all parcels within a Zone of Influence (ZOI) that extends a minimum 0.25 mile from the boundary of the site. For any site evaluated using the LESA model, the factors are rated, weighed, and combined, resulting in a single numeric score that becomes the basis for determining a project's potential significance.[2]

This EIR utilizes the LESA model as one of the analytical tools by which to assess the proposed project's impacts on agricultural conversion. Appendix G of the CEQA Guidelines states as follows:

> "In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland."

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1 *City of Moreno Valley General Plan*, City of Moreno Valley, July 2006.
2 California Land Evaluation and Site Assessment Model, Instruction Manual, State of California Department of Conservation, Office of Land Conservation, 1997.

Further, as stated above, the LESA model was specifically created by the CDC in order to provide "specific guidance concerning how agencies should address farmland conversion impacts."[1] Because of its use of localized inputs as part of the model, the LESA model is generally considered the preferred methodological tool by which to assess the significance of a proposed project's impacts related to agricultural resources.

4.1.4 Thresholds of Significance

Appendix G of the State CEQA Guidelines recognizes the following significance thresholds related to agricultural resources. Based on these significance thresholds, potential impacts to agricultural resources could be considered significant if the proposed project:

- Conflicts with existing zoning for agricultural use, or a Williamson Act contract;
- Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220[g]), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104[g])?
- Result in the loss of forest land or conversion of forest land to non-forest use?
- Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?
- Converted Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use; and/or

4.1.5 No Impact/Less than Significant Impacts

The following potential impacts were determined to be less than significant. In each of the following issues, either no impact would occur (therefore, no mitigation would be required) or adherence to established regulations, standards, and policies would reduce potential impacts to a less than significant level.

4.1.5.1 Conflict with existing zoning or a Williamson Act Contract

Threshold	Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?

The California Land Conservation Act of 1965, commonly referred to as the Williamson Act, enables local government to enter into contracts with private landowners for the purpose of restricting specific parcels of land to agriculture or related open space uses. In return, landowners receive property tax assessments much lower than normal because they are based upon farming and open space uses as opposed to full market value. The purpose of the Williamson Act is to encourage property owners to continue to farm their land and to prevent the premature conversion of farmland to urban uses. The project site is not located within a Williamson Act contract area;[2] therefore, no impact would result from implementation of the project.

It should be noted that the Moreno Valley General Plan policies and zoning designations support agriculture only as an interim use, and no land in the City is designated solely for agricultural use or for agricultural preservation. The uses proposed for the project site are consistent with the existing

[1] California Agricultural Land Evaluation and Site Assessment Model, Instruction Manual, 1987, p. 3.
[2] Williamson Act Geographic Information Systems data, Riverside County, 2006.

underlying General Plan and Zoning designations. The project site is not zoned for agricultural uses. No impact would occur and no mitigation is required.

4.1.5.2 Conflict with/Loss of Existing Forest Land or Timberland Zoning

Threshold	Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))? Would the project result in the loss of forest land or conversion of forest land to non-forest uses?

The project site is currently vacant and fallow although it was previously utilized for sod farming up until August 2005. As previously identified, no forest or timberland resources are located within the project site nor is the project site zoned for forest land or timberland. Implementation of the proposed project would not require any rezoning or General Plan Amendments as the proposed uses are consistent with the existing underlying General Plan land use designation and zoning designation. The proposed project would not conflict with existing forest zoning, cause rezoning of forest land, or result in the loss or conversion of forest lands to non-forest uses as no such resources exist in the City. No impacts associated with this issue would occur and no mitigation is required.

4.1.6 Significant Impacts

4.1.6.1 Conversion of State Designated Farmland

Threshold	Would the proposed project result in the conversion of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program (FMMP) of the California Resources Agency, to non-agricultural use?

As discussed above, the CDC, as part of the FMMP process, publishes a Farmland Conversion Report every two years. This report documents land use conversion by acreage for each county in the State. The amount of Prime Farmland inventoried in Riverside County during the last countywide survey of farmland (2008) totaled 122,936 acres. The amount of Farmland of Statewide Importance totaled 44,651 acres. The amount of Farmland of Local Importance totaled 229,157 acres. The most recent data are for the 2006–2008 survey period, during which Riverside County experienced a net loss of 5,569 acres of Prime Farmland, 2,265 acres of Farmland of Statewide Importance, and 2,050 acres of Farmland of Local Importance.[1]

As previously stated, approximately 16.89 acres of the proposed project site are designated as Prime Farmland, 16.23 acres are designated as Farmland of Statewide Importance, and 38.69 acres are designated as Farmland of Local Importance. The conversion of the 16.89 acres of on-site Prime Farmland would be equivalent to 0.03 percent of the total loss of Prime Farmland in the County during this period. Similarly, the conversion of the 16.23 acres of on-site Farmland of Statewide Importance would be equivalent to 0.07 percent of the total loss of Farmland of Statewide Importance in the County during this period. The conversion of the 38.69 acres of on-site Farmland of Local Importance would be equivalent to 1.89 percent of the total loss of Farmland of Local Importance in the County during this period. Because Prime Farmland, Farmland of Statewide Importance, and Farmland of Local Importance are considered to be a finite resource, its conversion to a non-agricultural use is a significant impact.

[1] Table A-25 Riverside County 2006–2008 Land use Conversion, Farmland Mapping and Monitoring Program, California Department of Conservation Division of Land Resource Protection, http://redirect.conservation.ca.gov/dlrp/fmmp/pubs/2006-2008/conversion_tables/rivcon08.xls; website accessed August 17, 2011.

Demographic increases, coupled with the availability of developable land and the rising cost of water, increasingly exert pressure on the owners/operators of agricultural operations to sell and/or convert agricultural lands to non-agricultural uses. The CDC has identified potential "conservation tools" available to mitigate for the loss of agricultural land. These include the purchase of agricultural conservation easements; transfer of development rights; acquisition of farmland by the city or county; mitigation banking; the establishment of "urban limits," greenbelts, and buffers; the payment of in-lieu fees sufficient to a purchase and maintain farmland conservation easements; and planning tools such as clustering development, use of density bonuses, and limiting "leapfrog" development.[1]

Various techniques and programs have been utilized in selected areas of the State to mitigate for the loss of State-designated Farmland and/or to ensure the continued economic viability of agricultural operations. The City of Davis requires the granting of a farmland conservation easement or other conservation mechanism for twice the amount of agricultural land being converted to a non-agricultural uses; or the payment of in-lieu fees based upon a two-to-one mitigation requirement.[2] In its "Agricultural Lands Conversion Ordinance," Yolo County requires a one-to-one replacement of converted agricultural lands, either through the granting of a conservation easement, or payment of in-lieu fees. Generally, mitigation lands are required to have similar soil quality, water supply adequacy, and should be in relative proximity to the lands being converted.[3]

The CDC's California Farmland Conservancy Program (CFCP) seeks to encourage the long-term, private stewardship of agricultural lands through the voluntary use of agricultural conservation easements. Implementation of conservation easements is typically achieved either through (1) the outright purchase of easements or (2) the donation of mitigation fees to a local, regional, or statewide organization whose purpose includes the acquisition and stewardship of conservation easements. Additional agricultural conservation easements have been funded by various entities without the use of CFCP funds. While the amount of CFCP grants varies depending on location, farmland type, and size, CFCP grants to conservancy agencies made to offset the cost of purchasing agricultural conservation easements has averaged approximately $3,000 per acre statewide.[4]

The City does not maintain a program for mitigating impacts resulting from the conversion of farmland. Because State-designated Farmland is a finite resource, the loss of 16.89 acres of on-site Prime Farmland, 16.23 acres of Farmland of Statewide Importance, and 38.69 acres of Farmland of Local Importance is significant. While the proposed project would result in the conversion of State-designated Farmland, development of this site and the surrounding area is consistent with the long-term vision of the City as outlined SP 208 and in the General Plan. While the Moreno Valley General Plan policies support agriculture as an interim use, no land in the City is designated for agricultural preservation.

The City of Moreno Valley General Plan EIR discusses impacts related to agriculture in the City as well as potential mitigation. Potential mitigation measures exist that would reduce the impact related to the loss of agricultural resources within the City. These potential mitigation measures include:

- Enrolling productive agricultural land, not presently under contract, under a Williamson Act Contract;
- Providing protection to ongoing agricultural operations from complaints and nuisance complaints from adjacent new development;
- Protecting productive agricultural land subject to conversion through the purchase of or transfer of its development rights;

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1 Discussion Paper, Agricultural Land Conservation Tools, California Department of Conservation.
2 Chapter 40 (Right to Farm and Farmland Preservation), City of Davis Municipal Code.
3 Yolo County General Plan Agricultural Element, November 2002.
4 http://www.consrv.ca.gov/dlrp/cfcp/stories/easement_projects.htm, site accessed August 17, 2011.

- Purchasing conservation easements on existing agricultural land to ensure that the land is never converted to urban uses; and
- Donating funds to a regional or statewide program that promotes and implements the use of agricultural land conservation easements.[1]

Mitigation measures must be feasible and fully enforceable through permit conditions, agreements, or other legally binding considerations. To be feasible, mitigation must be capable of being accomplished in a successful manner within a reasonable period of time, taking into account the economic, environmental, legal, social, and technological factors.[2]

While the City of Moreno Valley General Plan EIR identifies potential mitigation measures for impacts to agricultural resources, such mitigation measures have deemed infeasible. No mechanism for the mitigation of impacts to State-designated Farmland and/or existing agricultural operations has been enacted by either the City of Moreno Valley or the County of Riverside. Rather, the City has specifically recognized that the conversion of agricultural land under its jurisdiction is an eventual and expected outcome of current and future growth. The current General Plan does not include any agricultural designations. The City allows agricultural uses in all land use designations as an interim use until such time as the land is developed per the vision identified in the General Plan. One of the goals stated in the City's recent General Plan is the "…orderly conversion of agricultural lands." The proposed project is a continued extension of development in the surrounding area (industrial/business park). The proposed project does not interfere with the ability of other adjacent properties to be used for agricultural production should the property owner wish to do so, nor does it create any gaps of vacant or agricultural land between the proposed project and the existing adjacent development. However, the project would permanently remove State-designated Farmland, and thus is considered a significant impact on agricultural resources.

Based on input from the Riverside County Farm Bureau, the major reason why farming appears to be no longer profitable in the Moreno Valley area is due to the high cost of water, which represents over a third (38%) of the estimated cost for farming. As property values and water costs (at domestic rates) increase due to suburbanization, no crop that can be grown in this area would yield enough revenue to make farming profitable. Dry farming continues to be economical in this area only because there are no costs for water or installing/maintaining irrigation equipment. However, most of the local farming has been and is continuing to move out to the Coachella Valley as it is the only way to continue making a profit. Additionally, as documented in the *Economic Viability of Agriculture in the East Inland Empire,*[3] which examines the economic and market trends affecting agriculture operations throughout California, the following factors demonstrate the infeasibility of agricultural production in the Eastern Inland Empire:

- Urbanization in the Inland Empire, resulting in dramatically increasing land prices;
- Higher water and labor costs;
- Environmental regulation (e.g., insects, odors, groundwater contamination, and solid waste removal); and
- Competition from Kern County and the Central Valley with lower land costs and reduced regulations

As summarized in the *Economic Viability of Agriculture in the East Inland Empire,* due to competing land uses, land prices have increased dramatically in the area in excess of $250,000 per acre. It has become more profitable for farmers to sell their land for a premium and relocate to a different area. The adoption of various General Plans in the Inland Empire emphasizing significant residential and commercial development has also encouraged the farmers to sell their land and relocate.

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1 Moreno Valley General Plan Final Program EIR, July 2006.
2 CEQA Guidelines, Sections 15126.4 and 15364.
3 *Viability of Agriculture in the East Inland Empire*, CB Richard Ellis, March 18, 2009.

The proximity of agriculture and urban development in the Inland Empire region bring with it many conflicts. There is an increase in the land use incompatibility with nuisance complaints from the urban neighbors regarding flies, farm odors, early morning noise, and also water and air pollution. The farmers also face pressures due to increased water and land-use restrictions.

Central Valley farmers also face few development pressures as compared to the Inland Empire and they benefit from a diverse farm economy. For example, the farmers use dairy waste to fertilize their own crops or of their neighbors. They also use agricultural waste from neighboring farms as feed. This reduces their waste disposal and feed costs.

With historic growth in commercial/industrial/residential demand throughout southern California over the past 50 years, there has been a consistent growth in residential and commercial/industrial development activity on former agricultural lands throughout Orange County, Los Angeles County and more recently into Riverside and San Bernardino Counties. Since 1990, the Inland Empire has seen population growth of over 1.5 million people, and it is projected to add another 75,000 people each year over the coming decade. In the City of Moreno Valley, there have been over 14,000 new housing units built since 2000.[1]

Industrial development in the Inland Empire region has seen similar growth with inventory increasing by 60 percent, or 92 million square feet since 2000. As a result of these trends, average land prices in the Inland Empire have increased to over $250,000 per acre, which compares to Kern County land values of less than $50,000 per acre.

Mitigation Measures. The potential mitigation measures identified by the City listed previously are not considered to be feasible by the City of Moreno Valley. Williamson Act contracts are entered into voluntarily by property owners and the City cannot force owners to participate in this program. The City does have the ability to encourage property owners to participate in Williamson Act programs; however, this is expected to result only in temporary preservation of agricultural land since property owners have the option of non-renewal of these contracts at any time after the ten-year contract period ends. The land would then be available to be developed with urban uses.

Providing protection for ongoing agricultural activities from new developments, such as requiring buffers between agricultural operation and new development or requiring the notification and disclosure of agricultural activities to the purchasers adjacent properties will not permanently protect agricultural land.

The purchase or transfer of development rights, purchase of conservation easements, or donation of funds to assist in the conservation of agricultural land would need to be implemented to ensure the preservation of agricultural land. As stated previously, the City anticipates the conversion of agricultural land within the City and does not set aside land for permanent preservation. The City expects that the majority of the land within the City will be converted to urban uses, although some agriculture will continue as interim uses, as allowed by the City's Development Code for all zoning categories. Moreno Valley has determined that these measures are economically infeasible based on the higher costs associated with land, water and labor, increased environmental regulation, and competition from neighboring regions where agricultural operations are less costly; thus, resulting in an inability to make farming profitable. Furthermore, these measures are contrary to the City's vision (as stated in its General Plan) for the project site; therefore, they are not feasible and alternative mitigation has not been identified.

[1] *State of California, Department of Finance, E-5 Population and Housing Estimates for Cities, Counties and the State, 2001-2010, with 2000 Benchmark. Sacramento, California, May 2010.*

Level of Impact after Mitigation. Since the mitigation measures discussed are not consistent with the objectives of the Moreno Valley General Plan and are not economically feasible, no mitigation measures are proposed and impacts related to this issue remain significant and unavoidable.

4.1.6.2 Conversion of Farmland to a Non-Agricultural Use

Threshold	Would the proposed project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?

The proposed project would result in the development of industrial uses on land that has historically been utilized for sod production; however, no active agricultural operation has occurred on the site since August of 2005. Approximately 16.89 acres of the proposed project site are designated as Prime Farmland, 16.23 acres are designated as Farmland of Statewide Importance, and 36.69 acres are designated as Farmland of Local Importance. The conversion of the project site to a non-agricultural use is a result of various economic and demographic factors. As previously noted, increased cost for water and a continuing demand for housing and other development in the City and region are the primary reasons for this agricultural land conversion.

To further evaluate the proposed project's impacts on agricultural resources, an analysis was completed utilizing the DOC's LESA Model. The LESA model is one of the analytical tools by which to assess the proposed project's impacts on agricultural conversion. Appendix G of the CEQA Guidelines states: "In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland." Further, as stated above, the LESA model was specifically created by the CDC in order to provide "specific guidance concerning how agencies should address farmland conversion impacts." Because of its use of localized input as part of the model, the LESA model is generally considered the preferred methodological tool by which to assess the significance of a proposed project's impacts on agricultural resources.

The LESA model is a method to rate the relative quality of land resources and potential impacts to agricultural resources using six different factors (two based on soil resource quality, and four based on on-site and adjacent resources) to develop a weighted score used to identify the significance of potential impacts to agricultural resources. For a given project, the factors are rated, weighted, and combined, resulting in a single numeric score, which becomes the basis for making a determination of a project's potential significance.[1] The resulting LESA score for the project site is provided in Table 4.1.A while the scoring threshold is provided in Table 4.1.B.

Table 4.1.A: Land Evaluation and Site Assessment Model Score

Factor Name	Factor Rating (0–100 Points)	×	Factor Weighting (Total = 1.00)	=	Weighted Factor Rating
Land Evaluation					
1. Land Capabilities	83.6	×	0.25	=	20.90
2. Storie Index Rating	71.93	×	0.25	=	17.98
Land Evaluation (LE) Subscore					**38.88**
Site Assessment					
1. Project Size	80	×	0.15	=	12.00
2. Water Resources Available	90	×	0.15	=	13.50

[1] *California Land Evaluation and Site Assessment Model, Instruction Manual*, State of California Department of Conservation, Office of Land Conservation, 1997.

Table 4.1.A: Land Evaluation and Site Assessment Model Score

Factor Name	Factor Rating (0–100 Points)	×	Factor Weighting (Total = 1.00)	=	Weighted Factor Rating
3. Surrounding Agriculture	0	×	0.15	=	0
4. Protected Resource Lands	0	×	0.15	=	0
Site Assessment (SA) Subscore					**25.50**
TOTAL LESA SCORE (LE+SA)					**64.38**

Table 4.1.B: LESA Model Scoring Threshold

Total LESA Score	Scoring Decision
0–39 Points	Not Considered Significant
40–59 Points	Considered Significant only if LE and SA subscores are each greater than or equal to 20 points
60–79 Points	Considered Significant unless either LE or SA subscore is less than 20 points
80–100 Points	Considered Significant

As identified in Table 4.1.A, the proposed project's LESA score is 64.38. As indicated in Table 4.1.B, a LESA score of 64.38 is considered significant. Therefore, the proposed project would result in a significant impact to agricultural resources.

Currently, property southwest of the project site (south of Lateral B or the Perris Valley Storm Drain and west of Indian Street) is utilized for agriculture. While the proposed project will result in the construction and operation of industrial uses, it would not preclude the continuation of agricultural uses on adjacent properties, in the event the property owners elected to do so. Whether or not adjacent agricultural land is developed relies on several factors including market demand, availability of property, profitability of the agricultural use, and the landowner's interest in continuing farming. While the operation of industrial uses would increase development pressure on adjacent agricultural properties, conversion of the adjacent agricultural properties is reasonably foreseeable.

The project does not include design features that would prevent the existing agricultural operations in the area from continuing. The project would convert land that was previously used for agriculture and the development of the proposed project may contribute to the conversion of adjacent lands. However, the project is a logical extension of development in the City and does not create leapfrog development or islands of agricultural land that would be difficult to farm. The City recognizes development pressures within the City, and that these pressures will increase as the City continues to build out.

Additionally, while the project would not directly cause the conversion of adjacent agricultural land to non-agricultural uses, it would contribute to development pressure within the City that could potentially lead to the conversion of agricultural land off site. This is a significant impact requiring mitigation. However, as stated in Section 4.1.6.1, no feasible mitigation for the loss of agricultural land within the City of Moreno Valley exists; infeasibility is based on the higher costs associated with land, water and labor, increased environmental regulation, and competition from neighboring regions where agricultural operations are less costly thus resulting an inability to make farming profitable.

As with impacts associated with the conversion of State-designated Farmland, no feasible mitigation is available to mitigate for the direct impacts associated with the conversion of farmland, as previously discussed in Section 4.1.6.1. While the City has identified that the conversion of agricultural land under its jurisdiction is an eventual outcome of current and future growth, the impacts associated with this issue remain significant and unavoidable.

4.1.7 Cumulative Impacts

The cumulative area for agricultural resource impacts is Riverside County. As with the project-related impacts to Prime Farmland and Farmland of Statewide Importance, no local or regional program to mitigate for the cumulative impacts to agricultural resources is available. As stated previously, the City does not maintain a General Plan or zoning designation for agricultural uses and there are no project-level feasible mitigation measures that would help reduce cumulative impacts. During the last reporting period (2006–2008), 6,540 acres of Prime Farmland, 2,366 acres of Farmland of Statewide Importance, and 8,873 acres of Farmland of Local Importance were converted to other uses. The cumulative effect of development in the region will continue to result in the conversion of agricultural lands to non-agricultural uses. Because agricultural land, including Prime Farmland, Farmland of Statewide Importance, and Farmland of Local Importance is a finite resource, the conversion of approximately 71 acres to industrial uses, combined with planned and future development in the City and region, represents a significant cumulative impact to agricultural operations and resources.

4.2 AIR QUALITY

This section analyzes the proposed project's potential air quality impacts based on the comprehensive *Air Quality Analysis* contained in Appendix D-1 (LSA Associates, Inc. December 2011) and the *Health Risk Assessment* (LSA Associates, Inc. December 2011) contained in Appendix D-2 to this EIR. The air quality analysis evaluates potential air quality impacts and mitigation measures by examining the short-term construction and long-term operational impacts associated with the project and by evaluating the effectiveness of mitigation measures incorporated as part of the project design. Additionally, the analysis provides a discussion of the proposed project, the physical setting of the project area, and the air quality regulatory framework. Modeled air quality levels are based upon vehicle data and project trip generation included in the project's Traffic Study (LSA Associates, Inc. November 2011, Appendix G of EIR) and peak turn volumes generated for the proposed project combined with emission factors from the California Air Resources Board (ARB). The evaluation was prepared in accordance with appropriate standards, utilizing procedures and methodologies in the South Coast Air Quality Management District (SCAQMD) *CEQA Air Quality Handbook* (SCAQMD 1993). Air quality data posted by the ARB and the U.S. Environmental Protection Agency (EPA) Web sites are included to document the local air quality environment.

4.2.1 Existing Setting

The project site is located in the South Coast Air Basin (Basin), a geographic area that encompasses the coastal plain and connecting broad inland valleys and low hills. The Pacific Ocean forms the southwestern border of the Basin, with mountain ranges forming the remainder of the border. The Basin includes Orange County and the non-desert portions of Los Angeles County, Riverside County, and San Bernardino County. The Basin is under the jurisdiction of the SCAQMD.

4.2.1.1 Climate and Meteorology

Air quality in the project area is not only affected by various emission sources (mobile, industry, etc.), but also by atmospheric conditions such as wind speed, wind direction, temperature, rainfall, and amount of sunshine. The combination of topography, low mixing height, abundant sunshine, and emissions from the second largest urban area in the United States combine to give the Basin the worst air pollution problem in the nation.

Winds in the Basin are predominantly of relatively low velocities, averaging about 4.0 miles per hour (mph). These low average wind speeds, together with a persistent temperature inversion, limit the vertical dispersion of air pollutants throughout the Basin. Strong, dry, north or northeasterly winds, known as Santa Ana winds, occur during the fall and winter months, dispersing air contaminants, and these conditions tend to last for several days at a time.

During periods of low inversions and low wind speeds, air pollutants generated in urbanized areas are transported predominantly onshore into Riverside and San Bernardino Counties. In the winter, the greatest pollution problems are carbon monoxide (CO) and oxides of nitrogen (NO_X), because of extremely low inversions and air stagnation during the night and early morning hours. In the summer, the longer daylight hours and the brighter sunshine combine to cause a reaction between hydrocarbons and NO_X to form photochemical smog.

4.2.1.2 Regional Air Quality

Both the State of California and the Federal government have established health-based ambient air quality standards (AAQS) for six air pollutants:

- Carbon monoxide (CO)
- Ozone (O_3)

- Lead (Pb)
- Nitrogen dioxide (NO_2)
- Particulate matter with a diameter of 10 microns or less (PM_{10})
- Sulfur dioxide (SO_2)

Federal standards for 8-hour ozone and for fine particulate matter less than 2.5 microns in diameter ($PM_{2.5}$) have also been adopted. In addition, the State has set standards for sulfates, hydrogen sulfide, vinyl chloride, and visibility-reducing particles. These standards are designed to protect the health and welfare of the populace with a reasonable margin of safety and are listed in Table 4.2.A.

In addition to setting out AAQS, the State has established a set of episode criteria for O_3, CO, NO_2, SO_2, and PM_{10}. These episode criteria refer to periods of short-term exposure to air pollutants that threaten public health. Health effects are progressively more severe as pollutant levels increase from Stage One to Stage Three. An alert level is that concentration of pollutants at which initial stage control actions are to begin. An alert will be declared when any one of the pollutant alert levels is reached at any monitoring site and meteorological conditions are such that the pollutant concentrations can be expected to remain at these levels for 12 or more hours or to increase; or, in the case of oxidants, the situation is likely to recur within the next 24 hours unless control actions are taken. At times, meteorological conditions are so adverse to pollutant dispersion that concentrations of ozone exceed the State air quality standard by as much as a factor of three. The California Air Resources Board (CARB) has defined Episode Levels of ozone air pollution as follows:

- **Health Advisory Levels** occur when hourly ozone concentrations equal or exceed 0.15 parts per million (ppm). At this level, residents are advised to avoid prolonged, vigorous outdoor exercise, and persons with respiratory or coronary disease should avoid exercise.
- **Stage 1 Episodes** occur when hourly ozone concentrations equal or exceed 0.20 ppm. At these times, persons with respiratory or coronary artery disease should be notified to take precautions against exposure and should stay indoors as much as possible. Schools are also notified to advise against strenuous physical activity for their students. To this end, schools are in regular communication with the SCAQMD.
- **Stage 2 Episodes** occur when hourly ozone concentrations equal or exceed 0.35 ppm. The SCAQMD requires industry to take prompt actions to reduce emissions at those times. No Stage 2 episodes occurred between 1989 and 1992.
- **Stage 3 Episodes** occur when hourly ozone concentrations equal or exceed 0.50 ppm. The last Stage 3 episode occurred in the Basin in 1974.

Pollutant alert levels:

- O_3: 392 micrograms per cubic meter ($\mu g/m^3$) (0.20 ppm), 1-hour average.
- CO: 17 milligrams per cubic meter (mg/m^3) (15 ppm), 8-hour average.
- NO_2: 1,130 $\mu g/m^3$ (0.6 ppm) 1-hour average; 282 $\mu g/m^3$ (0.15 ppm) 24-hour average.
- SO_2: 800 $\mu g/m^3$ (0.3 ppm), 24-hour average.
- Particulates, measured as PM_{10}: 350 $\mu g/m^3$, 24-hour average.

Health effects are progressively more severe as pollutant levels increase from Stage 1 to Stage 3. These health effects will not occur unless the standards are exceeded by a large margin or for a prolonged period of time. Among the pollutants, O_3 and particulate matter ($PM_{2.5}$ and PM_{10}) are considered regional pollutants, while the others have more localized effects. Table 4.2.B lists the health effects of these criteria pollutants and their potential sources.

Table 4.2.A: Ambient Air Quality Standards

Pollutant	Averaging Time	California Standards[1]		Federal Standards[2]		
		Concentration[3]	Method[4]	Primary[3,5]	Secondary[3,6]	Method[7]
Ozone (O_3)	1-Hour	0.09 ppm (180 µg/m^3)	Ultraviolet Photometry	—	Same as Primary Standard	Ultraviolet Photometry
	8-Hour	0.070 ppm (137 µg/m^3)		0.075 ppm (147 µg/m^3)		
Respirable Particulate Matter (PM_{10})	24-Hour	50 µg/m^3	Gravimetric or Beta Attenuation	150 µg/m^3	Same as Primary Standard	Inertial Separation and Gravimetric Analysis
	Annual Arithmetic Mean	20 µg/m^3		—		
Fine Particulate Matter ($PM_{2.5}$)	24-Hour	No Separate State Standard		35 µg/m^3	Same as Primary Standard	Inertial Separation and Gravimetric Analysis
	Annual Arithmetic Mean	12 µg/m^3	Gravimetric or Beta Attenuation	15.0 µg/m^3		
Carbon Monoxide (CO)	8-Hour	9.0 ppm (10 mg/m^3)	Non-Dispersive Infrared Photometry (NDIR)	9 ppm (10 mg/m^3)	None	Non-Dispersive Infrared Photometry (NDIR)
	1-Hour	20 ppm (23 mg/m^3)		35 ppm(40 mg/m^3)		
	8-Hour (Lake Tahoe)	6 ppm (7 mg/m^3)		—	—	—
Nitrogen Dioxide (NO_2)	Annual Arithmetic Mean	0.030 ppm (57 µg/m^3)	Gas Phase Chemiluminescence	53 ppb (100 µg/m^3) (see footnote 8)	Same as Primary Standard	Gas Phase Chemiluminescence
	1-Hour	0.18 ppm (339 µg/m^3)		100 ppb (188 µg/m^3) (see footnote 8)	None	
Sulfur Dioxide (SO_2)	Annual Arithmetic Mean	—	Ultraviolet Fluorescence		—	Ultraviolet Fluorescence; Spectrophotometry (Pararosaniline Method)
	24-Hour	0.04 ppm (105 µg/m^3)			—	
	3-Hour	—		—	0.5 ppm (1300 µg/m^3)	
	1-Hour	0.25 ppm (655 µg/m^3)		75 ppb (196 µg/m^3) (see footnote 9)	—	
Lead[10]	30 Day Average	1.5 µg/m^3	Atomic Absorption	—	—	High-Volume Sampler and Atomic Absorption
	Calendar Quarter	—		1.5 µg/m^3	Same as Primary Standard	
	Rolling 3-Month Average[9]	—		0.15 µg/m^3		
Visibility-Reducing Particles	8-Hour	Extinction coefficient of 0.23 per kilometer - visibility of ten miles or more (0.07-30 miles or more for Lake Tahoe) due to particles when relative humidity is less than 70 percent. Method: Beta Attenuation and Transmittance through Filter Tape.		No Federal Standards		
Sulfates	24-Hour	25 µg/m^3	Ion Chromatography			
Hydrogen Sulfide	1-Hour	0.03 ppm (42 µg/m^3)	Ultraviolet Fluorescence			
Vinyl Chloride[9]	24-Hour	0.01 ppm (26 µg/m^3)	Gas Chromatography			

Source: California Air Resources Board, September 8, 2010.

Footnotes

1 California standards for ozone; carbon monoxide (except Lake Tahoe); sulfur dioxide (1- and 24-hour); nitrogen dioxide; suspended particulate matter - PM_{10}, $PM_{2.5}$ and visibility reducing particles, are values that are not to be exceeded. All others are not to be equaled or exceeded. California ambient air quality standards are listed in the Table of Standards in Section 70200 of Title 17 of the California Code of Regulations.

2 National standards (other than ozone, particulate matter, and those based on annual averages or annual arithmetic mean) are not to be exceeded more than once a year. The ozone standard is attained when the fourth-highest eight-hour concentration in a year, averaged over three years, is equal to or less than the standard. For PM_{10}, the 24-hour standard is attained when the expected number of days per calendar year with a 24-hour average concentration above 150 µg/m^3 is equal to or less than one. For $PM_{2.5}$, the 24-hour standard is attained when 98 percent of the daily concentrations, averaged over three years, are equal to or less than the standard. Contact the U.S. EPA for further clarification and current federal policies.

3 Concentration expressed first in units in which it was promulgated. Equivalent units given in parentheses are based upon a reference temperature of 25°C and a reference pressure of 760 torr. Most measurements of air quality are to be corrected to a reference temperature of 25°C and a reference pressure of 760 torr; ppm in this table refers to ppm by volume, or micromoles of pollutant per mole of gas.

4 Any equivalent procedure which can be shown to the satisfaction of ARB to give equivalent results at or near the level of the air quality standard may be used.

5 National Primary Standards: The levels of air quality necessary, with an adequate margin of safety to protect the public health.

6 National Secondary Standards: The levels of air quality necessary to protect the public welfare from any known or anticipated adverse effects of a pollutant.

7 Reference method as described by the EPA. An "equivalent method" of measurement may be used but must have a "consistent relationship to the reference method" and must be approved by the EPA.

8 To attain this standard, the 3-year average of the 98th percentile of the daily maximum 1-hour average at each monitor within an area must not exceed 0.100 ppm (effective January 22, 2010). Note that the EPA standards are in units of parts per billion (ppb). California standards are in units of parts per million (ppm). To directly compare the national standards to the California standards the units can be converted from ppb to ppm. In this case, the national standards of 53 ppb and 100 ppb are identical to 0.053 ppm and 0.100 ppm, respectively.

9 On June 2, 2010, the U.S. EPA established a new 1-hour SO_2 standard, effective August 23, 2010, which is based on the 3-year average of the annual 99th percentile of 1-hour daily maximum concentrations. EPA also proposed a new automated Federal Reference Method (FRM) using the ultraviolet technology, but will retain the older pararosaniline methods until the new FRM have adequately permeated State monitoring networks. The EPA also revoked both the existing 24-hour SO_2 standard of 0.14 ppm and the annual primary SO_2 standard of 0.030 ppm, effective August 23, 2010. The secondary SO_2 standard was not revised at that time; however, the secondary standard is undergoing a separate review by EPA. Note that the new standard is in units of parts per billion (ppb). California standards are in units of parts per million (ppm). To directly compare the new primary national standard to the California standard the units can be converted to ppm. In this case, the national standard of 75 ppb is identical to 0.075 ppm.

10 The ARB has identified lead and vinyl chloride as "toxic air contaminants" with no threshold level of exposure for adverse health effects determined. These actions allow for the implementation of control measures at levels below the ambient concentrations specified for these pollutants.

11 National lead standard, rolling 3-month average: final rule signed October 15, 2008.

°C = degrees Celsius
EPA = United States Environmental Protection Agency
g/m^3 = micrograms per cubic meter
mg/m^3 = milligrams per cubic meter
ppm = parts per million

Table 4.2.B: Summary of Health Effects of the Major Criteria Air Pollutants

Pollutants	Sources	Primary Effects
Ozone (O_3)	▪ Atmospheric reaction of organic gases with nitrogen oxides in the presence of sunlight.	▪ Breathing difficulty. ▪ Lung tissue damage. ▪ Damage to rubber and some plastics.
Nitrogen Dioxide (NO_2)	▪ Motor vehicle exhaust. ▪ Heavy construction equipment exhaust. ▪ Farming equipment exhaust. ▪ Residential heating.	▪ Lung irritation and damage. ▪ Formation of acid rain.
Carbon Monoxide (CO)	▪ Motor vehicle exhaust. ▪ Heavy construction equipment exhaust. ▪ Farming equipment exhaust. ▪ Residential heating.	▪ Reduced tolerance for exercise. ▪ Impairment of mental function. ▪ Impairment of fetal development. ▪ Death at high levels of exposure. ▪ Aggravation of some heart diseases (angina).
Suspended Particulate Matter ($PM_{2.5}$ and PM_{10})	▪ Motor vehicle exhaust ($PM_{2.5}$). ▪ Equipment and industrial sources ($PM_{2.5}$). ▪ Residential and agricultural burning ($PM_{2.5}$ and PM_{10}). ▪ Atmospheric chemical reactions ($PM_{2.5}$ and PM_{10}). ▪ Road dust (PM_{10}). ▪ Windblown dust (Agriculture [PM_{10}]) ▪ Construction (Fireplaces [PM_{10}])	▪ Reduced lung function. ▪ Aggravation of the effects of gaseous pollutants. ▪ Aggravation of respiratory and cardiorespiratory diseases. ▪ Increased cough and chest discomfort. ▪ Soiling. ▪ Reduced visibility.
Sulfur Dioxide (SO_2)	▪ Coal/oil- burning power plants. ▪ Industries, refineries, and diesel engines.	▪ Increased lung disease. ▪ Breathing problems for asthmatics. ▪ Formation of acid rain.
Lead (Pb)	▪ Metal smelters. ▪ Resource recovery. ▪ Leaded gasoline. ▪ Deterioration of lead paint.	▪ Learning disabilities. ▪ Brain and kidney damage.

Source: California Air Resources Board 2009 (http://www.arb.ca.gov/research/health/fs/fs2/fs2.htm).

Table 4.2.C: Attainment Status of Criteria Pollutants in the South Coast Air Basin

Pollutant	State	Federal
O_3 1-hour	Nonattainment	N/A
O_3 8-hour	Nonattainment	Extreme Nonattainment
PM_{10}	Nonattainment	Serious Nonattainment
$PM_{2.5}$	Nonattainment	Nonattainment
CO	Attainment	Attainment/Maintenance
NO_2	Nonattainment	Attainment/Maintenance
SO_2	Attainment	Attainment
Pb	Attainment (except Los Angeles County)	Attainment (except Los Angeles County)
All others	Attainment/Unclassified	Attainment/Unclassified

Unclassified designation: a pollutant that is designated unclassified if the data are incomplete and do not support a designation of attainment or nonattainment.
Attainment designation: a pollutant is designated attainment if the State standard for that pollutant was not violated at any site in the area during a 3-year period.
Nonattainment: a pollutant is designated nonattainment if there was at least one violation at any site in the area during a 3-year period.
Source: California Air Resources Board website: www.arb.ca.gov/desig/desig.htm, 2010.

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Indirect sources of pollution are generated when minor sources collectively emit a substantial amount of pollution. Examples of this would be the motor vehicles at intersections, malls, and on highways. The California Clean Air Act (CCAA) provides the SCAQMD with the authority to manage transportation activities at indirect sources. The SCAQMD also regulates stationary sources of pollution throughout its jurisdictional area. Direct emissions from motor vehicles are regulated by the CARB.

4.2.1.3 Air Pollution Constituents and Attainment Status

The CARB has many responsibilities with respect to air quality, including the following:

- Coordinates and oversees State and Federal air pollution control programs in California;
- Oversees activities of local air quality management agencies (e.g., the SCAQMD);
- Responsible for incorporating air quality management plans for local air basins into a State Implementation Plan (SIP) for EPA approval; and
- Maintains air quality monitoring stations throughout the State in conjunction with local air districts.

Data collected at these stations are used by the CARB to classify air basins as “attainment” or “nonattainment” with respect to each pollutant and to monitor progress in attaining air quality standards. The State is divided geographically into 15 air basins for the purpose of managing the air resources of the State on a regional basis. An air basin generally has similar meteorological and geographic conditions throughout. Significant authority for air quality control within them has been given to local air districts that regulate stationary source emissions and develop local nonattainment plans. Table 4.2.C (previous page) identifies the attainment status for the criteria pollutants in the Basin.

4.2.1.4 Local Air Quality

The SCAQMD, together with the CARB, maintains ambient air quality monitoring stations in the Basin. The air quality monitoring station closest to the project site is the Perris station. This station monitors ozone and PM_{10}. The air quality monitoring station closest to the site monitoring the rest of the criteria pollutants is the Riverside-Rubidoux station. This monitoring data for SO_2 has been omitted as attainment is regularly met for this pollutant within the Basin. These stations characterize the air quality representative of the ambient air quality in the project area.[1] The ambient air quality data in Table 4.2.D identify that CO and NO_2 levels are consistently below the relevant State and Federal standards in the project vicinity. O_3, PM_{10}, and $PM_{2.5}$ levels all exceed State and/or Federal standards regularly.

Table 4.2.D: Ambient Air Quality Monitored in the Project Vicinity

Pollutant	Standard	2008	2009	2010
Carbon Monoxide (CO) (Riverside-Rubidoux data)				
Maximum 1-hr concentration (ppm)		2.7	2.7	2.0
Number of days exceeded:	State: > 20 ppm	0	0	0
	Federal: > 35 ppm	0	0	0
Maximum 8-hr concentration (ppm)		1.86	1.85	1.20
Number of days exceeded:	State: ≥ 9.0 ppm	0	0	0
	Federal: ≥ 9.0 ppm	0	0	0

[1] Air quality data, 2008-2010; EPA and CARB websites.

Table 4.2.D: Ambient Air Quality Monitored in the Project Vicinity

Pollutant	Standard	2008	2009	2010
Ozone (O_3) (Perris Station Data)				
Maximum 1-hr concentration (ppm)		0.142	0.125	0.122
Number of days exceeded:	State: > 0.09 ppm	65	53	46
Maximum 8-hr concentration (ppm)		0.115	0.109	0.108
Number of days exceeded:	State: > 0.07 ppm	94	88	77
	Federal: > 0.075 ppm	77[1]	67	50
Coarse Particulates (PM_{10}) (Perris Station data)				
Maximum 24-hr concentration (µg/m^3)		87	76	48
Number of days exceeded:	State: > 50 µg/m^3	8	6	0
	Federal: > 150 µg/m^3	0	0	0
Annual arithmetic mean concentration (µg/m^3)		29.6	34.8	28.0
Exceeded for the year	State: > 20 µg/m^3	Yes	Yes	Yes
Fine Particulates ($PM_{2.5}$) (Riverside-Rubidoux data)				
Maximum 24-hr concentration (µg/m^3)		57.6	54.4	ND
Number of days exceeded:	Federal: > 35 µg/m^3	13[3]	13	ND
Annual arithmetic mean (µg/m^3)		16.3	15.2	ND
Exceeded for the year	State: > 12 µg/m^3	Yes	Yes	ND
	Federal: > 15 µg/m^3	Yes	Yes	ND
Nitrogen Dioxide (NO_2) (Riverside-Rubidoux data)				
Maximum 1-hr concentration (ppm)		0.092	0.078	0.052
Number of days exceeded:	State: > 0.18 ppm	0	0	0
Annual arithmetic mean concentration (ppm)		0.019	0.017	ND
Exceeded for the year	State: > 0.030 ppm	No	No	ND
	Federal: > 0.053 ppm	No	No	ND
Sulfur Dioxide (SO_2) (Riverside-Rubidoux data)				
Maximum 24-hr concentration (ppm)		0.003	0.003	0.002
Number of days exceeded:	State: > 0.04 ppm	0	0	0
	Federal: > 0.14 ppm	0	0	0
Annual arithmetic average concentration (ppm)		0.000	0.001	ND
Exceeded for the year:	Federal: > 0.030 ppm	No	No	ND

[1] The exceedances of the federal 8-hour O3 standard are based on the old 0.08 ppm standard. In April 2008, the EPA revised the standard to 0.075 ppm.
[2] No data available.
[3] The exceedances of the federal 24-hour PM2.5 standard are based on the old 65 µg/m3 standard. In 2006, the EPA revised the standard to 35 µg/m3.
µg/m3 = micrograms per cubic meter
ARB = California Air Resources Board
EPA = United States Environmental Protection Agency
ppm = parts per million
Source: South Coast AQMD (www.aqmd.gov).

4.2.1.5 Sensitive Land Uses in the Project Vicinity

Sensitive receptors include residences, schools, medical offices, convalescent facilities, and similar uses that are sensitive to air pollutants. The nearest existing sensitive receptors in the vicinity of the proposed project site are rural residential residences located approximately 1,000 feet (ft) to the north

along Nandina Avenue. There are also nonconforming residences within commercial and industrial zoned property approximately 0.5 mile southwest of the project site on the south side of Oleander Avenue between Heacock Street and Patterson Avenue.

4.2.1.6 Existing Project Area Emissions

The project site is currently vacant, and therefore does not generate emissions. Existing air quality conditions at the proposed project site reflect ambient monitored conditions as presented at the previously referenced Table 4.2.D.

4.2.2 Policies and Regulations

4.2.2.1 Federal Regulations

Clean Air Act. Pursuant to the Federal Clean Air Act (CAA) of 1970, the EPA established national ambient air quality standards (NAAQS). The NAAQS were established for six major pollutants, termed "criteria" pollutants. Criteria pollutants are defined as those pollutants for which the Federal and State governments have established ambient air quality standards, or criteria, for outdoor concentrations in order to protect public health.

The EPA established new national air quality standards for ground-level O_3 and $PM_{2.5}$ in 1997. On May 14, 1999, the Court of Appeals for the District of Columbia Circuit issued a decision ruling that the CAA, as applied in setting the new public health standards for O_3 and particulate matter, was unconstitutional as an improper delegation of legislative authority to the EPA. On February 27, 2001, the U.S. Supreme Court upheld the way that the government sets air quality standards under the CAA. The Court unanimously rejected industry arguments that the EPA must consider financial cost as well as health benefits in writing standards. The Justices also rejected arguments that the EPA took too much lawmaking power from Congress when it set tougher standards for O_3 and soot in 1997. Nevertheless, the Court threw out the EPA's policy for implementing new O_3 rules, stating that the EPA ignored a section of the law that restricts its authority to enforce such rules.

In April 2003, the EPA was cleared by the White House Office of Management and Budget (OMB) to implement the eight-hour ground-level O_3 standard. The EPA issued the proposed rule implementing the eight-hour O_3 standard in April 2003. The EPA completed final eight-hour nonattainment status on April 15, 2004. The EPA issued the final $PM_{2.5}$ implementation rule in fall 2004. The EPA issued final designations on December 14, 2004.

Effective January 22, 2010, the EPA strengthened the standard for NO_2 by setting a new 1-hour standard at the level of 100 parts per billion (ppb). This standard defines the maximum allowable concentration anywhere in an area and will protect against adverse health effects associated with short-term exposure to NO_2. To attain this standard, the 3-year average of the 98th percentile of the daily maximum 1-hour average at each monitor within an area must not exceed 100 ppb. On January 25, 2010 the EPA issued the final rule setting the one-hour maximum standard for NO_2 at 100 ppb. The agency retained the annual standard of 53 ppb.

Additionally, effective June 2, 2010, the EPA revised the primary standard for SO_2 by establishing a new 1-hour standard at a level of 75 ppb. The EPA revoked the two existing primary standards of 140 ppb evaluated over 24-hours, and 30 ppb evaluated over an entire year as they would not provide additional public health protection given a 1-hour standard at 75 ppb. To attain this standard, the 3-year average of the 99th percentile of the daily maximum 1-hour average at each monitor within an area must not exceed 75 ppb.

4.2.2.2 State Regulations

Mulford-Carrell Act. The State began to set California Ambient Air Quality Standards (CAAQS) in 1969 under the mandate of the Mulford-Carrell Act. The CAAQS are generally more stringent than the NAAQS. In addition to the six criteria pollutants covered by the NAAQS, there are CAAQS for sulfates, hydrogen sulfide, vinyl chloride, and visibility-reducing particles.

Originally, there were no attainment deadlines for CAAQS; however, the CCAA of 1988 provided a time frame and a planning structure to promote their attainment. The CCAA required nonattainment areas in the State to prepare attainment plans and proposed to classify each such area on the basis of the submitted plan, as follows: moderate, if CAAQS attainment could not occur before December 31, 1994; serious, if CAAQS attainment could not occur before December 31, 1997; and severe, if CAAQS attainment could not be conclusively demonstrated at all. The attainment plans are required to achieve a minimum 5 percent annual reduction in the emissions of nonattainment pollutants unless all feasible measures have been implemented. The EPA has designated the Southern California Association of Governments (SCAG) as the Metropolitan Planning Organization (MPO) responsible for ensuring compliance with the requirements of the CAA for the Basin.

4.2.2.3 Regional Regulations

Lewis Air Quality Management Act. The 1976 Lewis Air Quality Management Act established the SCAQMD and other air districts throughout the State. The Federal CAA Amendments of 1977 required that each state adopt an implementation plan outlining pollution control measures to attain the Federal standards in nonattainment areas of the state.

The CARB is responsible for incorporating air quality management plans for local air basins into an SIP for EPA approval. Significant authority for air quality control within them has been given to local air districts that regulate stationary source emissions and develop local nonattainment plans.

Regional Air Quality Management Plan (AQMP). The SCAQMD and the SCAG are responsible for formulating and implementing the AQMP, which has a 20-year horizon for the Basin. The SCAQMD and SCAG must update the AQMP every three years. The current regional air quality plan is the Final 2007 Air Quality Management Plan (AQMP) adopted by the SCAQMD on June 1, 2007.

The Final 2007 AQMP proposes attainment demonstration of the Federal $PM_{2.5}$ standards through a more focused control of sulfur oxides (SO_X), directly-emitted $PM_{2.5}$, and nitrogen oxides (NO_X) supplemented with volatile organic compounds (VOC) by 2015. The 8-hour ozone control strategy builds upon the $PM_{2.5}$ strategy, augmented with additional NO_X and VOC reductions to meet the standard by 2024 assuming a bump-up[1] is obtained.

The Final 2007 AQMP proposes policies and measures currently contemplated by responsible agencies to achieve Federal standards for healthful air quality in the Basin and those portions of the Salton Sea Air Basin that are under District jurisdiction. This Final Plan also addresses several Federal planning requirements and incorporates significant new scientific data, primarily in the form of updated emissions inventories, ambient measurements, new meteorological episodes, and new air quality modeling tools. This Final Plan builds upon the approaches taken in the 2003 AQMP for the

[1] A "bump-up" is a voluntary reclassification of a nonattainment area to a higher classification allowing for an extension of an attainment deadline.

Basin for the attainment of the Federal ozone air quality standard.[1] The Basin is currently a Federal and State nonattainment area for PM_{10}, $PM_{2.5}$, and ozone.

4.2.3.4 Local Policies

City of Moreno Valley General Plan Policies. Chapter 9 of the City's General Plan defines goals and policies related to air quality within the City of Moreno Valley. The specific policies of the General Plan that are relevant to the proposed project are as follows:

Objective 6.7 Reduce mobile and stationary source air pollutant emissions.

- **Policy 6.7.1** Cooperate with regional efforts to establish and implement regional air quality strategies and tactics.
- **Policy 6.7.2** Encourage the financing and construction of park and ride facilities.
- **Policy 6.7.4** Locate heavy industrial and extraction facilities away from residential areas and sensitive receptors.
- **Policy 6.7.5** Require grading activities to comply with South Coast Air Quality Management District's Rule 403 regarding the control of fugitive dust.
- **Policy 6.7.6** Require building construction to comply with the energy conservation requirements of Title 24 of the California Administrative Code.

4.2.3 Methodology

The *Air Quality Analysis*[2] evaluated the air quality impacts associated with the development of the proposed project. Evaluation of air quality impacts associated with the proposed project includes the following:

- Determine the short-term construction air quality impacts based on SCAQMD emissions thresholds;
- Determine the long-term air quality impacts, including vehicular traffic, on both on-site and off-site air quality sensitive uses based on SCAQMD emissions thresholds; and
- Determine the required mitigation measures to reduce short-term and long-term on-site air quality impacts from all sources.

Air quality in the project area would be affected by long-term air pollutant emissions from stationary sources and mobile sources related to the proposed project. On February 3, 2011, the SCAQMD released the California Emissions Estimator Model (CalEEMod). The purpose of this new model is to more accurately calculate air quality and greenhouse gas (GHG) emissions from direct and indirect sources and quantify applicable air quality and GHG reduction achieved from mitigation measures. The latest version of CalEEMod was utilized to predict these project-related air quality impacts.

Construction-related emissions are expected from construction activities such as rough grading, infrastructure construction, asphalt paving, building construction, architectural coatings, and construction workers commuting. This estimate represents the "worst-case" scenario as construction equipment emissions would decrease with time due to technological advancements. Construction emissions for construction worker vehicles traveling to and from the project site, in addition to vendor trips (construction materials delivered to the project site) were also accounted for in the analysis. Localized air quality in the project area would be affected by both heavy-duty construction equipment

1 *Final 2007 Air Quality Management Plan*, South Coast Air Quality Management District, June 1, 2007.
2 *VIP Moreno Valley Air Quality Analysis*, LSA Associates, Inc., December 2011.

usage on site as well as local traffic due to the equipment delivery and construction worker commuting. The SCAQMD CEQA methodology[1] was used to analyze the criteria pollutant emissions from these activities.

Air quality in the project area would be affected by long-term air emissions from stationary sources and mobile sources related to the proposed project. The CalEEMod model was used to predict these project-related long-term impacts. Localized air quality impacts (i.e., CO concentrations [CO hot spots]) in the project area would be affected by increased traffic flow due to the proposed project. The Caltrans CALINE4 model and the CARB EMFAC 2007 model were used to assess the project's impact on the local CO concentrations.

SCAQMD has developed Local Significance Threshold (LST) methodology that can be used to determine whether or not a project may generate significant adverse localized air quality impacts. LSTs represent the maximum emissions from a project that will not cause or contribute to an exceedance of the most stringent applicable Federal or State AAQS and are developed based on the ambient concentrations of that pollutant for each source receptor area. SCAQMD's current guidelines, *Final Localized Significance Threshold Methodology* (June 2003), were adhered to in the assessment of air quality impacts for the proposed project. The LST mass rate look-up tables were used to determine whether the daily emissions for the proposed construction activities could result in significant localized air quality impacts. The emissions of concern from construction activities are NOx, CO, PM_{10}, and $PM_{2.5}$ combustion emissions from construction equipment and fugitive PM_{10} dust from construction site preparation activities.

4.2.4 Thresholds of Significance

Based on Appendix G of the *CEQA Guidelines*, air quality impacts would occur if the proposed project would:

- Conflict with or obstruct implementation of the applicable air quality plan;
- Violate any air quality standard or contribute substantially to an existing or projected air quality violation;
- Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors);
- Expose sensitive receptors to substantial pollutant concentrations; and/or
- Create objectionable odors affecting a substantial number of people.

In addition to the Federal and State AAQS, there are daily emissions thresholds for construction and operation of a proposed project in the Basin. The Basin is administered by the SCAQMD, and guidelines and emissions thresholds established by the SCAQMD in its *CEQA Air Quality Handbook*[2] are used in this analysis. It should be noted that the emissions thresholds were established based on the attainment status of the air basin with regard to air quality standards for specific criteria pollutants. Because the concentration standards were set at a level that protects public health with an adequate margin of safety (EPA), these emissions thresholds are regarded as conservative and would overstate an individual project's contribution to health risks.

[1] *CEQA Air Quality Handbook*, April 1993.
[2] *CEQA Air Quality Handbook*, April 1993.

4.2.4.1 Thresholds for Construction Emissions

The following CEQA significance thresholds for construction emissions have been established by the SCAQMD for the Basin:

- 75 pounds per day of reactive organic compounds (ROC).
- 100 pounds per day of NO_X.
- 550 pounds per day of CO.
- 150 pounds per day of PM_{10}.
- 150 pounds per day of SO_X.
- 55 pounds per day of $PM_{2.5}$.

Projects in the Basin with construction-related emissions that exceed any of the emission thresholds are considered to be significant under CEQA.

4.2.4.2 Thresholds for Operational Emissions

Projects with operation-related emissions that exceed any of the emission thresholds listed below are considered significant under the SCAQMD guidelines.

- 55 pounds per day of ROC.
- 55 pounds per day of NO_X.
- 550 pounds per day of CO.
- 150 pounds per day of PM_{10}.
- 150 pounds per day of SO_X.
- 55 pounds per day of $PM_{2.5}$.

4.2.4.3 Federal 1 Hour NO_2 Standard

On January 22, 2010, the EPA revised the primary nitrogen dioxide (NO_2) NAAQS in order to provide requisite protection of public health. Specifically, the EPA established a new 1-hour standard at a level of 100 ppb (188.68 µg/m^3), based on the 3-year average of the annual 98th percentile of the daily maximum 1-hour concentrations (form of the standard), in addition to the existing annual secondary standard (100 µg/m^3). EPA has also established requirements for a NO_2 monitoring network that will include monitors at locations where maximum NO_2 concentrations are expected to occur, including within 50 meters of major roadways, as well as monitors sited to measure the area-wide NO_2 concentrations that occur more broadly across communities.

The effective date of the new 1-hour standard was 60 days after the final rule was published in the Federal Register. The final rule was published in the Federal Register on February 9, 2010 with an effective date of April 12, 2010.

4.2.4.4 Air Pollutant Standards for CO with Localized Effects

The significance of localized project impacts under CEQA depends on whether ambient CO levels in the vicinity of the project are above or below State and Federal CO standards (previously referenced Table 4.2.A). If ambient levels are below the standards, a project is considered to have a significant impact if project emissions result in an exceedance of one or more of these standards. If ambient

levels already exceed a State or Federal standard, project emissions are considered significant if they increase one-hour CO concentrations by 1.0 ppm[1] or more or eight-hour CO concentrations by 0.45 ppm or more. The Basin meets State and Federal attainment standards for CO; therefore, the proposed project would have a significant CO impact if project emissions result in an exceedance of State or Federal one-hour or eight-hour standard. The following emission concentration standards for CO, based on the SCAQMD *CEQA Air Quality Handbook* (1993), apply to the proposed project:

- California State one-hour CO standard of 20.0 ppm.
- California State eight-hour CO standard of 9.0 ppm.

4.2.4.5 Localized Significance Thresholds

The SCAQMD published its *Final Localized Significance Threshold Methodology* in June 2003, revised July 2008) and Final –Methodology to Calculate Particulate Matter (PM) 2.5 and $PM_{2.5}$ Significance Thresholds (October 2006), recommending that all air quality analyses include an assessment of both construction and operational impacts on the air quality of nearby sensitive receptors. LSTs represent the maximum emissions from a project site that are not expected to result in an exceedance of the national or State AAQS. LSTs are based on the ambient concentrations of that pollutant within the project Source Receptor Area (SRA) and the distance to the nearest sensitive receptor. For this project, the appropriate SRA for the LST is the Perris Valley (SRA 24).

In the case of CO and NO_2, if ambient levels are below the standards, a project is considered to have a significant impact if project emissions result in an exceedance of one or more of these standards. If ambient levels already exceed a State or federal standard, then project emissions are considered significant if they increase ambient concentrations by a measurable amount. This would apply to PM_{10} and $PM_{2.5}$, both of which are non-attainment pollutants. For these two, the significance criteria are the pollutant concentration thresholds presented in SCAQMD Rules 403 and 1301. The Rule 403 threshold of 10.4 µg/m3 applies to construction emissions (and may apply to operational emissions at aggregate handling facilities). The Rule 1301 threshold of 2.5 $\mu g/m^3$ applies to non-aggregate handling operational activities.

To avoid the need for every air quality analysis to perform air dispersion modeling, the SCAQMD performed air dispersion modeling for a range of construction sites less than or equal to 5 acres (ac) in size and created look-up tables that correlate pollutant emissions rates with project size to screen out projects that are unlikely to generate enough emissions to result in a locally significant concentration of any criteria pollutant. These look-up tables can also be used as screening criteria for larger projects to determine whether or not dispersion modeling may be required.

Sensitive receptors include residences, schools, hospitals, and similar uses that are sensitive to adverse air quality. The nearest existing sensitive receptors are approximately 300 meters (m) (1,000 ft) away from the project site.

Following the SCAQMD LST methodology, for sites larger than 5 ac, dispersion modeling needs to be conducted. Because the project site encompasses approximately 71 ac, the localized significance for project air emissions is determined by performing dispersion modeling to see if the pollutant concentrations would exceed the ambient air quality standards, or for particulate matter, if the pollutant concentrations would exceed thresholds presented in SCAQMD Rules 403 and 1301.

For operational emissions, the localized significance for a project larger than 5 ac can be determined by performing the screening-level analysis before using the dispersion modeling because the screening-level analysis is more conservative, and if no exceedance of the screening-level thresholds

[1] ppm = parts per million.

is identified, then the chance of operational LST exceeding concentration standards is small. Therefore, for a conservative approach, the LST screening thresholds for 5 ac are used in this analysis for operational emissions. Since the project is not an aggregate handling facility, operational LSTs are assessed with the SCAQMD screening thresholds. Therefore, the following emissions thresholds apply during project operations:

- 585 lbs/day of NO_X
- 12,083 lbs/day of CO
- 32 lbs/day of PM_{10}
- 14 lbs/day of $PM_{2.5}$

4.2.4.6 Diesel Exhaust Health Risk Thresholds

For pollutants without defined significance standards or air contaminants not covered by the standard criteria cited above, the definition of substantial pollutant concentrations varies. For toxic air contaminants (TAC), "substantial" is taken to mean that the individual cancer risk exceeds a threshold considered to be a prudent risk management level. If best available control technology for toxics (T-BACT) has been applied, the individual cancer risk to the maximum exposed individual (MEI) must not exceed 10 in 1 million if an impact is to be considered less than significant.

The following limits for maximum individual cancer risk (MICR), cancer burden and non-cancer acute and chronic hazard indices (HI) from project emissions of TACs have been established for the Basin:

- **MICR and Cancer Burden.** MICR is the estimated probability of a potential maximally exposed individual contracting cancer as a result of exposure to TACs over a period of 70 years for residential and 40 years for worker receptor locations. The MICR calculations include multipathway consideration, when applicable. Cancer burden is the estimated increase in the occurrence of cancer cases in a population subject to a MICR of greater than or equal to one in one million (1.0×10^{-6}) resulting from exposure to TACs.

  The total increase in MICR that is the sum of the calculated MICR values for all TACs emitted from the project will not result in any of the following:

  (A) An increased MICR greater than 10 in 1 million (1.0×10^{-5}) at any receptor location (assumes the project will be constructed with T-BACT); or

  (B) A cancer burden greater than 0.5.

- **Chronic HI.** This is the ratio of the estimated long-term level of exposure to a TAC for a potential maximally exposed individual to its chronic reference exposure level. The chronic HI calculations include multipathway consideration, when applicable.

  The cumulative increase in total chronic HI for any target organ system due to total emissions from the project will not exceed 1.0 at any receptor location.

- **Acute HI.** This is the ratio of the estimated maximum one-hour concentration of a TAC for a potential maximally exposed individual to its acute reference exposure level.

  The cumulative increase in total acute HI for any target organ system due to total emissions from the project will not exceed 1.0 at any receptor location.

4.2.5 Less than Significant Impacts

The following impacts were determined to be less than significant. For each of the following issues either no impact would occur (therefore, no mitigation would be required) or adherence to established regulations, standards, and policies would reduce potential impacts to a less than significant level.

4.2.5.1 Air Quality Plan Management Plan Consistency

Threshold	Would the proposed project conflict with or obstruct implementation of the applicable air quality plan?

The current regional air quality management plan is the *Final 2007 Air Quality Management Plan* adopted by the SCAQMD on June 1, 2007. The Final 2007 AQMP proposes attainment demonstration of the Federal $PM_{2.5}$ standards through a more focused control of SO_X, directly-emitted $PM_{2.5}$, and NO_X supplemented with VOC by 2015. The 8-hour ozone control strategy builds upon the $PM_{2.5}$ strategy, augmented with additional NO_X and VOC reductions to meet the standard by 2024 assuming a bump-up[1] is obtained.

The Final 2007 AQMP proposes policies and measures currently contemplated by responsible agencies to achieve Federal standards for healthful air quality in the Basin and those portions of the Salton Sea Air Basin that are under SCAQMD jurisdiction. This AQMP also addresses several Federal planning requirements and incorporates significant new scientific data, primarily in the form of updated emissions inventories, ambient measurements, new meteorological episodes, and new air quality modeling tools. This AQMP builds upon the approaches taken in the 2003 AQMP for the Basin for the attainment of the Federal ozone air quality standard.[2] The Basin is currently a Federal and State nonattainment area for PM_{10}, $PM_{2.5}$, and ozone.

To assess the environmental impacts as a result of new development accurately, environmental pollution and population growth are projected by the SCAQMD in the AQMP for future scenarios. The AQMP projections are based, in part, on the growth forecasts and General Plans from cities and counties located in the Basin. As the Growth Management Chapter of the SCAG's Regional Comprehensive Plan and Guide (RCPG) forms the basis of the land use and transportation control portions of the AQMP, projects that are consistent with the projections of employment and population forecasts identified in the Growth Management Chapter are considered consistent with the AQMP growth projections. A consistency determination plays an essential role in local agency project review by linking local planning and unique individual projects to the air quality plans. It fulfills the CEQA goal of fully informing local agency decision-makers of the environmental costs of the project under consideration at a stage early enough to ensure that air quality concerns are addressed. Only new or amended General Plan elements, Specific Plans, and significantly unique projects need to undergo a consistency review due to the air quality plan strategy being based on projections from local General Plans. Projects that propose general plan amendments and changes of zone may increase the intensity of use and/or result in higher traffic volumes, thereby resulting in increased stationary area source emissions and/or vehicle source emissions when compared to the AQMP assumptions.

Another measurement tool in determining consistency with the AQMP is to determine how a project accommodates the expected increase in population or employment. Generally, if a project is planned in a way that results in the minimization of vehicle miles traveled (VMT) both within the project and the community in which it is located, and consequently the minimization of air pollutant emissions, that aspect of the project is consistent with the AQMP. The proposed project site is located in an urbanizing area of the City of Moreno Valley west of Perris Boulevard, which accommodates traffic in the area. In addition, the proposed uses would be within short travel distance of existing homes and commercial areas in the local vicinity. The proposed project would add jobs resulting from the development of the industrial uses to the City, with the potential to minimize the VMT traveled within the project site and community.

Implementation of the proposed project would not require a General Plan Amendment and zone change that would change the General Plan designations and zoning designations of the project site.

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1 A "bump-up" is a voluntary reclassification of a nonattainment area to a higher classification allowing for an extension of an attainment deadline.

2 *Final 2007 Air Quality Management Plan,* South Coast Air Quality Management District, June 1, 2007.

Since the proposed project would not require a General Plan Amendment, the project has been considered in preparation of the General Plan and therefore is consistent with the AQMP; therefore, no significant impact would occur and no mitigation measures are required.

4.2.5.2 Odors

Threshold	Would the proposed project create objectionable odors affecting a substantial number of people?

SCAQMD Rule 402 dictates that air discharged from any source shall not cause injury, nuisance, or annoyance to the health, safety, or comfort of the public. With the exception of short-term construction-related odors (e.g., equipment exhaust, paint, and asphalt odors), the proposed uses that would be developed on the proposed site do not include uses that are generally considered to generate offensive odors (e.g., agricultural uses, wastewater treatment plants, or landfills). While the application of architectural coatings and installation of asphalt may generate odors, these odors are temporary and not likely to be noticeable beyond the project boundaries. SCAQMD Rules 1108 and 1113 identify standards regarding the application of asphalt and architectural coatings, respectively.

SCAQMD Rule 1108 sets limitations on ROG (reactive organic gases), which are similar to and for the purposes of this EIR equivalent to and therefore interchangeable with volatile organic compounds (VOC) content in asphalt. This rule is applicable to any person who supplies, sells, offers for sale, or manufactures any asphalt materials for use in the Basin. Rule 1113 of the SCAQMD deals with the selling and application of architectural coatings. Rule 1113 is applicable to any person who supplies, sells, offers for sale, or manufactures any architectural coating for use in the Basin that is intended to be applied to buildings, pavements, or curbs. This rule is also applicable to any person who applies or solicits the application of any architectural coating within the Basin. Rule 1113 sets limits on the amount of VOC emissions allowed for all types of architectural coatings, along with a time table for tightening the emissions standards in the future. Compliance with Rule 1113 means that architectural coatings used during construction would have VOC emissions that comply with these limits.

Adherence to applicable provisions of these rules is standard for all development within the Basin. In addition, conditions for the design of waste storage areas on the proposed site would be established through the permit process to ensure enclosures are appropriately designed and maintained to prevent the proliferation of odors. Solid waste generated by the proposed on-site uses will be collected by a contracted waste hauler, ensuring that any odors resulting from on-site uses would be adequately managed. Therefore, impacts associated with this issue would be less than significant and no mitigation is required.

4.2.5.3 Long-Term Microscale (CO Hot Spot) Emissions

Threshold	Would the proposed project violate any air quality standard or contribute substantially to an existing or projected air quality violation? For CO, the applicable thresholds are: - California State one-hour CO standard of 20.0 ppm; and - California State eight-hour CO standard of 9.0 ppm.

Vehicular trips associated with the implementation of the proposed project would contribute to congestion at intersections and along roadway segments in the project vicinity. Localized air quality impacts would occur when emissions from vehicular traffic increase in local areas as a result of the proposed project. The primary mobile source pollutant of local concern is CO, which is a direct

function of vehicle idling time and, thus, traffic flow conditions. CO transport is extremely limited; it disperses rapidly with distance from the source under normal meteorological conditions. However, under certain extreme meteorological conditions, CO concentrations proximate to a congested roadway or intersection may reach unhealthful levels affecting local sensitive receptors (residents, schoolchildren, etc). High CO concentrations are typically associated with roadways or intersections operating at unacceptable levels of service or with very high traffic volumes. In areas with high ambient background CO concentrations, modeling is recommended to determine a project's effect on local CO levels.

An assessment of project-related impacts on localized ambient air quality requires that future ambient air quality levels be projected. As identified in Table 4.2.E, ambient CO levels monitored at the Riverside – Rubidoux Station, the closest station with complete monitored CO data, showed a highest recorded 1-hour concentration of 2.7 ppm (State standard is 20 ppm) and a highest 8-hour concentration of 1.9 ppm (State standard is 9 ppm) during the past 3 years.

The highest CO concentrations would normally occur during peak traffic hours; hence, CO impacts calculated under peak traffic conditions represent a worst-case analysis. Based on the Traffic Study,[1] CO hotspot analyses were conducted for future cumulative conditions. The impact on local CO levels was assessed with the CARB-approved CALINE4 air quality model, which allows microscale CO concentrations to be estimated along roadway corridors or near intersections. This model is designed to identify localized concentrations of CO, often termed "hot spots."

The proposed project would have a significant CO impact if project emissions increase 1-hour CO concentrations by 1.0 ppm or more. Similarly, the proposed project would also have a significant CO impact if project emissions increase 8-hour CO concentrations by 0.45 ppm or more. Existing (2008) and opening year (2013) scenarios were evaluated for traffic impacts from the proposed project. It is anticipated that emissions in the future years, including CO, would decrease with advances in technology. The highest one-hour CO concentrations for intersections within the project vicinity are identified in Table 4.2.E.

Table 4.2.E: One-Hour Carbon Monoxide Concentrations (ppm)

Scenario	Highest One-Hour CO Concentration		Exceeds State Standards[1]
	Without Project	With Project	1-Hr
Existing Year (2011)	4.0	NA [2]	No
Opening Year (2013)	5.1	5.1	No

1 The one-hour CO State standard is 20 ppm.
2 NA = not applicable.
Source: *Air Quality Analysis*, LSA Associates, Inc. December 2011.

As identified in Table 4.2.E, the highest one-hour CO concentration experienced at any of the intersections in the project vicinity would not exceed the one hour CO State standard of 20 ppm. Based on the *Air Quality Analysis* prepared for the proposed project, the proposed project would contribute, at most, a 0.2 ppm increase to the one-hour CO concentrations for all scenarios. This is below the 1.0 ppm increase threshold. The highest eight-hour CO concentrations for intersections within the project vicinity are identified in Table 4.2.F.

Table 4.2.F: Eight-Hour Carbon Monoxide Concentrations (ppm)

Scenario	Highest Eight-Hour CO Concentration		Exceeds State Standards[1]
	Without Project	With Project	8-Hr
Existing Year (2011)	2.8	NA [2]	No

1 *Traffic Study VIP Moreno Valley*, LSA Associates, Inc., November 2011.

Table 4.2.F: Eight-Hour Carbon Monoxide Concentrations (ppm)

Scenario	Highest Eight-Hour CO Concentration		Exceeds State Standards[1]
	Without Project	With Project	8-Hr
Opening Year (2013)	3.5	3.5	No

1 The eight-hour CO State standard is 35 ppm.
2 NA = not applicable.
Source: *Air Quality Analysis*, LSA Associates, Inc. December 2011.

As identified in Table 4.2.F, the highest eight-hour CO concentration experienced at any of the intersections in the project vicinity would not exceed the eight-hour CO state standard of 35 ppm. Based on the Air Quality Analysis prepared for the proposed project, the proposed project would contribute, at most, a 0.2 ppm increase to the eight-hour CO concentrations for all scenarios. This is below the 0.45 ppm increase threshold. Since the proposed project would not exceed the one-hour or eight-hour CO concentration standards, it is reasonable to conclude that no CO hot spots would occur. Therefore, the proposed project would not have a significant impact on local air quality for CO and no mitigation measures would be required.

4.2.5.4 Localized Operational Emissions

Threshold	Would the proposed project violate any AAQS or contribute to an existing or projected air quality violation; or expose sensitive receptors to pollutants? For long-term operation, the applicable localized daily thresholds are: - 12,083 pounds per day of CO; - 585 pounds per day of NO_X; - 32 pounds per day of PM_{10}; and - 14 pounds per day of $PM_{2.5}$.

As previously stated, the SCAQMD has developed an LST methodology that can be used to determine whether or not a project may generate significant adverse localized air quality impacts. These emission levels have been developed based on the ambient concentrations of that pollutant for each source receptor area. Table 4.2.G summarizes the results of the modeled localized emissions during the operational phase of the project.

Table 4.2.G: Modeled Localized Operation Impacts (lbs/day)

Emissions Sources	NO_x	CO	PM_{10}	$PM_{2.5}$
On-site emissions	50	42	8.5	2.1
LST Thresholds	**550**	**11,302**	**126**	**53**
Significant?	**No**	**No**	**No**	**No**

Source: LSA Associates, Inc., December 2011.

The SCAQMD LST threshold for NO_X is designed to ensure that the NO_2 concentrations from project construction emissions added to the ambient NO_2 concentrations are below the State ambient air quality standards (AAQS) of 180 ppb. The emissions rate of NO_X at 97 lbs/day is approximately 18 percent of the LST threshold of 550 lbs/day. Since the federal NO_2 AAQS of 100 ppb is approximately 55 percent of the State NO_2 AAQS of 180 ppb, the construction emissions of NO_X will not result in an exceedance of the federal NO_2 AAQS.

As identified in Table 4.2.G, none of the criteria pollutant emissions would exceed localized thresholds during the operation of the proposed project. Therefore, the proposed project would not

have a significant impact on localized operational pollutant levels and no mitigation measures would be required.

4.2.5.5 Operational-Acute Health Risk Impacts

Threshold	Would the proposed project expose sensitive receptors to substantial pollutant concentrations?

Exposure to diesel exhaust can have immediate health effects, such as irritation of the eyes, nose, throat, and lungs, and it can cause coughs, headaches, light headedness, and nausea. In studies with human volunteers, diesel exhaust particles made people with allergies more susceptible to the materials to which they are allergic, such as dust and pollen. Exposure to diesel exhaust also causes inflammation in the lungs, which may aggravate chronic respiratory symptoms and increase the frequency or intensity of asthma attacks. However, according to the rulemaking on *Identifying Particulate Emissions from Diesel-Fueled Engines as a Toxic Air Contaminant* (ARB 1998), the available data from studies of humans exposed to diesel exhaust are not sufficient for deriving an acute non-cancer health risk guidance value. While the lung is a major target organ for diesel exhaust, studies of the gross respiratory effects of diesel exhaust in exposed workers have not provided sufficient exposure information to establish a short-term non-cancer health risk guidance value for respiratory effects. Therefore, the potential for short-term acute exposure from diesel exhaust are considered to be less than significant and no mitigation is required.

4.2.5.6 Operational-Chronic Health Risk Impacts

Threshold	Would the proposed project expose sensitive receptors to substantial pollutant concentrations? For Maximum Individual Cancer Risk, the applicable thresholds are: • An increased cancer risk greater than 10 in 1 million (1.0×10^{-5}) at any receptor location; or For non-cancer chronic hazard indices (HI); the applicable threshold is: • A cumulative increase for any target organ system exceeding 1.0 at any receptor location.

A screening level health risk assessment was performed for the operational emissions associated with the proposed project based on the SCAQMD's *Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis* guidance. The operations expected to occur at this facility will not emit any toxic chemicals in any significant quantity other than vehicle exhaust. While there may be other toxic substances in use on site, compliance with state and federal handling regulations will bring emissions to below a level of significance. Due to the lack of data, precise evaluation of vehicle exhaust impacts is not feasible; however, based on the limited amount of TAC from vehicle exhaust associated with the project operations in relation to background levels, the impact is not expected to be significant.

The nearest existing sensitive receptors are rural residential units located approximately 1,000 feet (ft) to the north along Nandina Avenue. There are also nonconforming residential dwelling units within commercial and industrial uses on property zoned commercial or industrial approximately 0.5 mi southwest of the project site on the south side of Oleander Avenue between Heacock Street and Patterson Avenue. The workers at the nearby commercial and industrial facilities are also considered. Sensitive receptors were placed in a general grid extending in all directions to characterize the risk level surrounding the project site. Meteorological data from the Moreno Valley area were utilized to

represent the conditions at the project site. Table 4.2.H provides the results of the operational related health risk assessment conducted.

Table 4.2.H: Operational-Related Health Risk Assessment Results (risk per million)

Location	Maximum Cancer Risk	Maximum Noncancer Risk
School 1	0.11	0.000069
School 2	0.79	0.00050
School 3	0.26	0.00016
Nearest Residential to the north	6.6	0.0041
Nearest Residential to the east	5.0	0.0031
Nearest Residential to the south	1.2	0.00074
Workers at facility to the west	4.5	0.0029
SCAQMD Threshold	**10**	**1**
Significant?	**No**	**No**

Source: LSA Associates, March 2012.

As identified in Table 4.2.H, the nearest residences would experience a cancer risk of 6.6 in 1 million, which is below the 10 in 1 million threshold. The nearest residences would also experience a chronic hazard index of 0.0041, which is below the 1.0 threshold. The peak off-site worker cancer risk level is 4.5 in a million, which is also below the 10 in 1 million threshold. Chronic hazard index for the peak off-site worker would be 0.0029, which is below the 1.0 threshold. Since the operational phase of the proposed project would not exceed any of the operational related health risk assessment thresholds, a less than significant impact would occur and no mitigation is required.

4.2.6 Significant Impacts

The following impacts were determined to be potentially significant. In each of the following issues, mitigation measures have been recommended to reduce the significance of the identified impacts.

4.2.6.1 Construction Equipment Exhaust Emissions

Impact 4.2.6.1: *Construction of the proposed project has the potential to exceed applicable daily thresholds that may affect sensitive receptors.*

Threshold	Would the proposed project violate any AAQS or contribute to an existing or projected air quality violation; or expose sensitive receptors to pollutants? For construction operations, the applicable daily thresholds are: - 75 pounds per day of ROC; - 100 pounds per day of NO_X; - 550 pounds per day of CO; - 150 pounds per day of PM_{10}; - 150 pounds per day of SO_X; and - 55 pounds per day of $PM_{2.5}$.

Grading and other construction activities produce combustion emissions from various sources such as site grading, utility engines, on-site heavy-duty construction vehicles, equipment hauling materials to and from the site, asphalt paving, and motor vehicles transporting the construction crew. Exhaust emissions during these construction activities will vary daily as construction activity levels change. The use of construction

equipment on site would result in localized exhaust emissions. Activity during peak grading days typically generates a greater amount of air pollutants than other project construction activity.

While the actual details of the future construction schedule are not known, it is expected that project construction would occur in four phases: 1) rough grading which includes mass site grading; 2) infrastructure construction which includes underground construction, curb, gutter, sidewalk, subgrade preparation, drop rock, and paving activities; 3) asphalt paving; and 4) building construction and painting. Appendix D-1 of this EIR includes details of the emission factors and other assumptions.

Projected emissions resulting from grading and construction activities for the proposed project are identified in Table 4.2.I, which identifies the estimated maximum daily construction emissions over the course of project construction.

Table 4.2.I: Short-Term Regional Construction Emissions

	Pollutant Emissions (lbs/day)							
Construction Phase	**ROG**	**NO_X**	**CO**	**SO_2**	**Fugitive PM_{10}**	**Exhaust PM_{10}**	**Fugitive $PM_{2.5}$**	**Exhaust $PM_{2.5}$**
Site Preparation	40	386	212	0.53	329	17	4.4	16
Grading	29	272	149	0.36	325	12	1.6	12
Building Construction	13	82	94	0.18	1.8	0.33	0.02	0.32
Architectural Coating	72	3.7	11	0.01	0.2	2.9	0	2.9
Paving	5.95.9	3434	22	0.03	329	17	4.4	16
Peak Day (Phase Overlap)	90	390	210	0.53	329	17	4.4	16
SCAQMD Threshold	**75**	**100**	**550**	**150**	**150**		**55**	
Exceeds Threshold?	**Yes**	**Yes**	**No**	**No**	**Yes**		**No**	

CO = carbon monoxide
CO_2 = carbon dioxide
lbs/day = pounds per day
NO_x = nitrogen oxides
$PM_{2.5}$ = particulate matter less than 2.5 microns in size
PM_{10} = particulate matter less than 10 microns in size
ROG = reactive organic compounds
SO_x = sulfur oxides
SCAQMD = South Coast Air Quality Management District

Source: LSA Associates, Inc., December 2011.

The construction emissions estimates summarized in Table 4.2.I are based on the assumed construction scenario described in the *Air Quality Analysis* prepared for the proposed project. Using emission factors from the SCAQMD *CEQA Air Quality Handbook* and the ARB EMFAC2007 model, Table 4.2.I indicates that construction emissions of criteria pollutants would exceed the SCAQMD daily emission thresholds for ROG from architectural coating, NO_X from diesel exhaust and fugitive PM_{10} during the site preparation and grading phases. It should be noted that site preparation and grading emissions are projected to be higher due to an estimated 220,000 cy of soil import by haul trucks. Although construction of the structure uses different types of equipment on site than during grading periods, similarities do exist in terms of equipment exhaust emissions and fugitive dust emissions. While it is anticipated that total emissions during construction would be below the peak grading day emissions presented in Table 4.2.I, construction emissions of ROG, NOx and PM_{10} would still exceed the SCAQMD daily threshold. This is a significant impact requiring mitigation.

Fugitive dust emissions are generally associated with land clearing and exposure of soils to the air and wind, and cut-and-fill grading operations. Dust generated during construction varies substantially on a project-by-project basis, depending on the level of activity, the specific operations, and weather conditions at the time of construction. Fugitive dust emissions can vary greatly depending on the level of activity, the specific operations taking place, the equipment being operated, local soils, weather conditions, and other factors. The proposed project will be required to comply with SCAQMD Rules

402 and 403 to control fugitive dust. There are a number of feasible control measures that can be reasonably implemented to significantly reduce PM_{10} emissions from construction.

As identified in Table 4.2.I, fugitive dust emissions (i.e., PM_{10}) during the anticipated peak construction day for the proposed project would exceed SCAQMD daily construction thresholds.

The proposed project is required to comply with regional rules that assist in reducing short-term air pollutant emissions. SCAQMD Rule 402 requires implementation of dust-suppression techniques to prevent fugitive dust from creating a nuisance off site. SCAQMD Rule 403 requires that fugitive dust be controlled with best available control measures so that the presence of such dust does not remain visible in the atmosphere beyond the property line of the emission source. In addition, SCAQMD Rule 403 requires implementation of dust suppression techniques to prevent fugitive dust from creating a nuisance off site. Applicable dust suppression techniques from Rule 403 are summarized below. Implementation of these dust suppression techniques can reduce the fugitive dust generation (and thus the PM_{10} component). Compliance with these rules would reduce impacts on nearby sensitive receptors. The applicable Rule 403 measures are as follows:

- All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 miles per hour per SCAQMD guidelines in order to limit fugitive dust emissions.
- The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.
- The contractor shall ensure that traffic speeds on unpaved roads and project site areas are reduced to 15 miles per hour or less to reduce fugitive dust haul road emissions.

As previously discussed, SCAQMD Rule 1113 regulates the sale and application of architectural coatings. Rule 1113 is applicable to any person who applies or solicits the application of any architectural coating within the Basin. Rule 1113 sets limits on the amount of ROG or VOC emissions allowed for all types of architectural coatings. Compliance with Rule 1113 means that architectural coatings used during construction would have ROG or VOC emissions that comply with these limits.

Mitigation Measures. To facilitate monitoring and compliance, applicable SCAQMD regulatory requirements are restated in the following mitigation. These measures shall be incorporated in all project plans, specifications, and contract documents. Typical mitigation measures identified to reduce the level of emissions of ROG, NO_X, and PM_{10} include the following:

4.2.6.1A Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall place construction equipment staging areas at least 200 feet away from sensitive receptors. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City.

4.2.6.1B Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall utilize power sources (e.g., power poles) or clean-fuel generators. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City.

4.2.6.1C Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall utilize California Air Resources Board (CARB) Tier II Certified equipment or better during the rough/mass grading phase for the following pieces of equipment: rubber-tired dozers and scrapers. Contract

specifications shall be included in the proposed project construction documents, which shall be reviewed by the City.

4.2.6.1D All clearing, grading, earthmoving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.

4.2.6.1E The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.

4.2.6.1F The contractor shall ensure that traffic speeds on unpaved roads and project site areas are reduced to 15 miles per hour or less to reduce PM_{10} and $PM_{2.5}$ fugitive dust haul road emissions. Speed limit signs (15 mph maximum) shall be posted at entry points to the project site, and along any unpaved roads providing access to or within the project site and/or any unpaved designated on-site travel routes.

4.2.6.1G Groundcover shall be replaced, and/or non-toxic soil stabilizers shall be applied (according to manufacturers' specifications) to any inactive construction areas (previously graded areas inactive for ten days or more).

4.2.6.1H The contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper tune according to manufacturer's specifications and during smog season (May through October) by not allowing construction equipment to be left idling for more than five minutes (per California law).

4.2.6.1I The contractor shall ensure use of low-sulfur diesel fuel in construction equipment as required by the California Air Resources Board (CARB) (diesel fuel with sulfur content of 15 ppm by weight or less).

4.2.6.1J If available, the project applicant shall use "Low-Volatile Organic Compounds" paints, coatings, and solvents with a VOC content lower than required under Rule 1113 (not to exceed 150 grams/liter; 1.25 pounds/gallon). High Pressure Low Volume (HPLV) applications of paints, coatings, and solvents shall be consistent with South Coast Air Quality Management District Rule 1113. Alternatively, the project applicant shall use materials that do not require painting or are pre-painted.

4.2.6.1K Grading plans, construction specifications and bid documents shall also include the following notations:

- Off-road construction equipment shall utilize alternative fuels where feasible e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty;
- Gravel pads shall be provided at all access points to prevent tracking of mud onto public roads;
- Install and maintain trackout control devices at all access points where paved and unpaved access or travel routes intersect;
- The contractor or builder shall designate a person or person(s) to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust off site;
- The contractor or builder shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The contact person shall take corrective action within 24 hours;
- High-pressure injectors shall be provided on diesel construction equipment where feasible;

- Engine size of construction equipment shall be limited to the minimum practical size;
- Substitute gasoline-powered for diesel powered construction equipment where feasible;
- Use electric construction equipment where feasible;
- Install catalytic converters on gasoline-powered equipment where feasible;
- Ride-sharing program for the construction crew shall be encouraged and shall be supported by contractor(s) via incentives or other inducement;
- Documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs;
- Lunch vendor services shall be provided on site during construction to minimize the need for off-site vehicle trips; and
- All forklifts used during construction and in subsequent operation of the project shall be electric or natural gas powered.

4.2.6.1L Throughout project construction, a construction relations officer/community liaison, appointed by the Applicant, shall be retained on-site. In coordination and cooperation with the City, the construction relations officer/community liaison shall respond to any concerns related to PM_{10} (fugitive dust) generation or other construction-related air quality issues.

4.2.6.1M All project entrances shall be posted with signs which state:

- Truck drivers shall turn off engines when not in use;
- Diesel delivery trucks servicing the project shall not idle for more than three (3) minutes; and
- Telephone numbers of the building facilities manager and CARB, to report violations.

These measures shall be enforced by the on-site facilities manager (or equivalent).

Level of Significance After Mitigation. The implementation of CARB Tier 2 Certified or better equipment would reduce PM_{10} and $PM_{2.5}$ emissions that would otherwise result from off-road equipment in use (e.g., dozers, motor graders, loaders, and excavators); however, emissions of PM_{10} would still exceed established SCAQMD thresholds during construction. It is not possible to quantify the reduction in the amount of NO_x emissions that may occur. During project construction, it is not known specifically what type of on-site equipment will be used (e.g., gasoline- or diesel-powered) therefore, no additional reduction in NO_x emissions were taken. No other feasible mitigation measures have been identified to reduce the construction emissions of NO_x or PM_{10} to a less than significant level. Project-related construction emissions of NO_x and PM_{10} would continue to exceed thresholds. Although implementation of standard Rule 1113 measures will reduce ROG/VOC emissions during application of architectural coatings to 72 pounds per day, which is less than the 75 pounds per day threshold of significance, ROG/VOC emissions are estimated to reach 90 pounds per day due to construction phase overlap. In the absence of feasible mitigation to reduce the proposed project's emission of ROG, NO_x, and PM_{10} to below SCAQMD thresholds, potential air quality impacts resulting from exhaust from construction equipment will remain significant and unavoidable.

4.2.6.2 Localized Construction Emissions

Impact 4.2.6.2: *Construction of the proposed project has the potential to exceed localized daily thresholds that may affect sensitive receptors.*

Threshold	Would the proposed project violate any AAQS or contribute to an existing or projected air quality violation; or expose sensitive receptors to pollutants? For short-term construction, the applicable localized daily thresholds are: - 11,302 pounds per day of CO; - 550 pounds per day of NO_X; - 126 pounds per day of PM_{10}; and - 53 pounds per day of $PM_{2.5}$.

The SCAQMD has developed an LST methodology that can be used to determine whether or not a project may generate significant adverse localized air quality impacts. LSTs represent the maximum emissions from a project that will not cause or contribute to an exceedance of the most stringent applicable Federal or State ambient air quality standard. These emission levels have been developed based on the ambient concentrations of that pollutant for each source receptor area. The emissions of concern from construction activities are NO_X and CO combustion emissions from construction equipment and fugitive PM_{10} and $PM_{2.5}$ dust from construction site preparation activities.

Table 4.2.J summarizes the results of the modeled localized emissions during peak construction activity. LSTs for the project area as calculated using AERMOD air dispersion modeling and following the SCAQMD LST methodology. The concentration increases shown in Table 4.2.J occur at the sensitive receptors are approximately 300 meters (m) (1,000 ft) from the project site. The LST dispersion analysis details and calculations are included in the Appendix to the Air Quality Study (Appendix D-1).

Table 4.2.J: Modeled Localized Construction Impacts

Pollutant	AAQS	Ambient Concentration	Threshold	Maximum Concentration Increase	Over/(Under)	Adverse Concentration
CO (1-hour)	20 ppm	2.7 ppm	17.3 ppm	3 ppm	(14.3 ppm)	No
CO (8-hour)	9.0 ppm	1.9 ppm	7.1 ppm	1.8 ppm	(5.3 ppm)	No
NO_2 (1-hour)	0.18 ppm	0.092 ppm	0.088 ppm	0.55 ppm	0.46	**Yes**
NO_2 (annual)	0.03 ppm	0.019 ppm	0.011 ppm	0.014 ppm	0.003	No
PM_{10} (24-hour)[a]			10.4 µg/m3	85 µg/m3	74.6 µg/m3	**Yes**
PM_{10} (annual)[a]			1.0 µg/m3	0 µg/m3	(1 µg/m3)	No
$PM_{2.5}$ (24-hour)[a]			10.4 µg/m3	80 µg/m3	69.6 µg/m3	**Yes**

Source: LSA Associates, Inc., March 2012.
a. Since both PM_{10} and $PM_{2.5}$ are in nonattainment, the thresholds are not based on AAQS exceedance, but rather a violation of SCAQMD Rule 403.
AAQS = ambient air quality standards
CO = carbon monoxide
µg/m3 = microgram of pollutant per cubic meter of air
NO2 = nitrogen dioxide
$PM_{2.5}$ = particulate matter less than 2.5 microns in size
PM_{10} = particulate matter less than 10 microns in size
ppm = parts per million
SCAQMD = South Coast Air Quality Management District

The SCAQMD LST threshold for NO_X is designed to insure that the NO_2 concentrations from project construction emissions added to the ambient NO2 concentrations are below the State AAQS of 180ppb. The emissions rate of NO_X at 97 lbs/day is approximately 18 percent of the LST threshold of 550 lbs/day. Since the federal NO_2 AAQS of 100 ppb is approximately 55 percent of the State NO_2 AAQS of 180 ppb, the construction emissions of NO_X will not result in an exceedance of the federal NO_2 AAQS.

Mitigation Measures. Typical mitigation measures identified to reduce the level of emissions of NOx and PM_{10} have been identified above as **Mitigation Measures 4.2.6.1A** through **4.6.1.M.** The project will also be required to comply with SCAQMD Rule 402 and 403.

Level of Significance After Mitigation. The implementation of CARB Tier 2 Certified or better equipment would reduce PM_{10} and $PM_{2.5}$ emissions that would otherwise result from off-road equipment in use (e.g., dozers, motor graders, loaders, and excavators); however, emissions of PM_{10} would still exceed established SCAQMD thresholds during construction. It is not possible to quantify the reduction in the amount of NO_x emissions that may occur. During project construction, it is not known specifically what type of on-site equipment will be used (e.g., gasoline- or diesel-powered) therefore, no additional reduction in NO_x emissions were taken. No other feasible mitigation measures have been identified to reduce the construction emissions of NO_x or PM_{10} to a less than significant level. Project-related construction emissions of NO_x and PM_{10} would continue to exceed thresholds. In the absence of feasible mitigation to reduce the proposed project's emission of NO_x and PM_{10} to below SCAQMD thresholds, potential air quality impacts resulting from exhaust from construction equipment will remain significant and unavoidable.

4.2.6.3 Long-Term Operational Emissions

Impact 4.2.6.3: *Implementation of the proposed project may occur have the potential to exceed applicable daily thresholds for operational activities.*

Threshold	Would the proposed project violate any AAQS or contribute to an existing or projected air quality violation; or expose sensitive receptors to pollutants? For long-term operations, the applicable daily thresholds are: - 55 pounds of ROC; - 55 pounds of NO_X; - 550 pounds of CO; - 150 pounds of PM_{10}; - 55 pounds of $PM_{2.5}$; and - 150 pounds of SO_X.

Long-term air pollutant emission impacts that would result from the proposed project are those associated with stationary sources and mobile sources involving any project-related change (e.g., emissions from landscape maintenance activities and other facility maintenance operations and the use of motor vehicles by project-generated traffic). The analysis assesses the mobile source emissions generated by vehicles driving to and from the proposed land uses, as well as area source emissions generated by project maintenance operations. Projected emissions resulting from operational activities of the proposed project are identified in Table 4.2.K.

Table 4.2.K: Summary of Operational Emissions

Source	Pollutant Emissions, lbs/day					
	ROG	NO_X	CO	SO_X	PM_{10}	$PM_{2.5}$
Area Source Emissions[1]	33	0	0	0	0	0
Energy Source Emissions[2]	0.1	0.93	0.78	0.01	0.07	0.07
Mobile Emissions[3]	110	990	830	1.5	170	42
Maximum Daily Emissions	**143**	**990**	**830**	**1.5**	**170**	**42**
SCAQMD Thresholds	**55**	**55**	**550**	**150**	**150**	**55**
Significant?	**Yes**	**Yes**	**Yes**	**No**	**Yes**	**No**

Notes:
1 = Includes emissions of landscape maintenance equipment, consumer products, and architectural coatings emissions.
2 = Includes emissions of natural gas consumption.
3 = Includes emissions of vehicle emissions and fugitive dust related to vehicular traffic.

CO = carbon monoxide
lbs/day = pounds per day
NO_X = nitrogen oxides
$PM_{2.5}$ = particulate matter less than 2.5 microns in size
PM_{10} = particulate matter less than 10 microns in size
VOC = volatile organic compounds
SO_X = sulfur oxides

Source: LSA Associates, Inc., December 2011.

As identified in Table 4.2.K, operational emissions for the proposed project would exceed SCAQMD daily operational thresholds for ROG, NO_X, CO, and PM_{10}. Therefore, project-related long-term air quality impacts for ROG, NO_X, CO, and PM_{10} would be significant and mitigation measures are required.

Mitigation Measures. The following measures have been identified to reduce operational emissions of ROG, NO_X, CO, and PM_{10}:

4.2.6.3A Prior to issuance of the first building permit, building and site plan designs shall ensure that the project's energy efficiencies surpass applicable 2008 California Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and review and approved by the City. Any combination of design features, including but not limited to the following list, may be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent:

- Buildings shall exceed California Title 24 Energy Efficiency performance standards for water heating and space heating and cooling, as deemed acceptable by the City.
- Increase in insulation such that heat transfer and thermal bridging is minimized.
- Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption.
- Incorporate dual-paned or other energy efficient windows.
- Incorporate energy efficient space heating and cooling equipment.
- Interior and exterior energy efficient lighting which exceeds the California Title 24 Energy Efficiency performance standards shall be installed, as deemed acceptable by the City. Automatic devices to turn off lights when they are not needed shall be implemented.
- To the extent that they are compatible with landscaping guidelines established by the City, shade-producing trees, particularly those that shade paved surfaces such as streets and parking lots and buildings shall be planted at the project site.

- Paint and surface color palette for the project shall emphasize light and off-white colors which reflect heat away from the buildings.
- All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design.
- To reduce energy demand associated with potable water conveyance, the project shall implement the following:
  - Landscaping palette emphasizing drought-tolerant plants;
  - Use of water-efficient irrigation techniques; and,
  - U.S. EPA Certified WaterSense labeled for equivalent faucets, high-efficiency toilets (HETs), and water-conserving shower heads.
- The project shall provide secure, weather-protected, on-site bicycle storage/parking.
- The project shall provide on-site showers (one for males and one for females). Lockers for employees shall be provided.
- The project will establish a Transportation Management Association (TMA). The TMA will coordinate with other TMAs within the City to encourage and coordinate carpooling among building occupants. The TMA will advertise its services to building occupants, and offer transit and/or other incentives to reduce GHG emissions. A plan will be submitted by the TMA to the City within two months of project completion that outlines the measures implemented by the TMA, as well as contact information.
- The project shall provide preferential parking for carpools and vanpool. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to final site plan approval, preferential parking for carpools and vanpools shall be delineated on the project site plan.
- The project shall provide at least two electric vehicle charging stations. Locations and configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, stub outs for charging stations shall be indicated on the project building plans.
- Lease/purchase documents shall identify that tenants are encouraged to promote the following:
  - Implementation of compressed workweek schedules.
  - SmartWay partnership;
  - Achievement of at least 20 percent per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers until it reaches a minimum of 90 percent of all long haul trips carried by SmartWay 1.0 or greater carriers.
  - Achievement of at least 15 percent per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85 percent of all consolidator trips carried by SmartWay 1.0 or greater carriers.
  - Use of fleet vehicles conforming to 2010 air quality standards or better.
  - Installation of catalytic converters on gasoline-powered equipment.

- Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets.
- Establishment and use of carpool/vanpool programs, complemented by parking fees for single-occupancy vehicles.
- Provision of preferential parking for EV and CNG vehicles.
- Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance.
- Use of electric (instead of diesel or gasoline-powered) yard trucks.
- Use of SmartWay 1.25 rated trucks.

4.2.6.3B The project shall be designed to facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills by providing easily accessible areas that are dedicated to the collection and storage of recyclable materials including: paper, cardboard, glass, plastics, and metals. Locations of proposed recyclable materials collection areas are subject to review and approval by the City. Prior to Final Site Plan approval, locations of proposed recyclable materials collection areas shall be delineated on the project site plan.

It is important to note that in addition to the operational activity mitigation measures identified above, the proposed project would incorporate physical attributes and operational programs that will act to generally reduce operational-source pollutant emissions including GHG emissions. These project characteristics are identified in Section 4.3 (Climate Change and Greenhouse Gas Emissions) of this EIR.

Level of Significance after Mitigation. Even with implementation of the identified mitigation measure, it is not possible to quantify the reduction in the amount of ROG, NO_X, CO, and PM_{10} emissions that may occur with the operation of the proposed project. Despite implementation of mitigation measures, emissions of ROG, NO_X, CO, and PM_{10} would still exceed SCAQMD significance thresholds resulting in a significant and unavoidable operational air quality impact.

4.2.7 Cumulative Impacts

4.2.7.1 Short-Term Air Quality Impacts

The cumulative area for air quality impacts is the Basin. The implementation of the project would contribute criteria pollutants to the area during project construction. A number of individual projects in the area may be under construction simultaneously with the proposed project. Depending on construction schedules and actual implementation of projects in the area, generation of fugitive dust and pollutant emissions during construction would result in substantial short-term increases in air pollutants. However, each project would be required to comply with the SCAQMD's standard construction measures. Therefore, cumulative impacts associated with short-term air quality impacts would be less than significant.

4.2.7.2 CO Hot Spot Impacts

As identified in Section 4.2.5.3, no significant CO hot spot impacts would occur. It is anticipated that CO emissions in the future will decrease with advances in technology. As previously identified, background concentrations in future years are anticipated to continue to decrease as the concerted effort to improve regional air quality progresses. Therefore, CO concentrations in the future years would generally be lower than existing conditions. Based on the analysis, because no CO hot spot

impacts would occur, it is reasonable to assume that a less than significant cumulative CO impact would occur.

4.2.7.3 Long-Term Regional Air Quality Impacts

Previously identified Table 4.2.K indicates that the long-term operation of the project would contribute to long-term regional air pollutants despite implementation of mitigation measures. The Basin is in nonattainment for NO_X, PM_{10}, $PM_{2.5}$, and ozone at the present time; therefore, the operation of the proposed project would exacerbate nonattainment of air quality standards within the Basin and contribute to adverse cumulative air quality impacts. Implementation of the proposed project would unavoidably contribute to significant long-term cumulative air quality impacts.

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4.3 CLIMATE CHANGE AND GREENHOUSE GAS EMISSIONS

This section analyzes the proposed project's potential climate impacts based on the comprehensive *Greenhouse Gas Emissions and Global Climate Change Study* (LSA Associates, Inc. December 2011) contained in Appendix E to this EIR. This section provides a discussion of global climate change, existing regulations pertaining to global climate change, and an analysis of greenhouse gas (GHG) emissions associated with the proposed project. This analysis examines the short-term construction and long-term operational impacts and evaluates the effectiveness of measures incorporated as part of the project design.

4.3.1 Existing Setting

4.3.1.1 Global Climate Change

Global climate change is the change in average meteorological conditions on the earth with respect to temperature, precipitation, and storms. The Earth's average near-surface atmospheric temperature rose 0.6 ± 0.2 degrees Celsius (°C) (1.1 ± 0.4 °F) in the 20th century. Climate change refers to any significant change in measures of climate such as temperature, precipitation, or wind, lasting for decades or longer (Environmental Protection Agency [EPA], 2007). Climate change may result from:

- Natural factors, such as changes in the sun's intensity or slow changes in the Earth's orbit around the sun;
- Natural processes within the climate system (e.g., changes in ocean circulation); and/or
- Human activities that change the atmosphere's composition (e.g., through burning fossil fuels) and the land surface (e.g., deforestation, reforestation, urbanization, and desertification).

Human activities, such as fossil fuel combustion and land use changes release carbon dioxide (CO_2) and other compounds, cumulatively termed greenhouse gases (GHGs). GHGs are effective in trapping infrared radiation that otherwise would have escaped the atmosphere, thereby warming the atmosphere, the oceans, and earth's surface (EPA, 2007). The prevailing scientific opinion on climate change is that "most of the warming observed over the last 50 years is attributable to human activities."[1] The increased amounts of CO_2 and other GHGs are the primary causes of the human-induced component of warming.

GHGs are present in the atmosphere naturally, released by natural sources, or formed from secondary reactions taking place in the atmosphere. They include CO_2, methane (CH_4), nitrous oxide (N_2O), and ozone (O_3). In the last 200 years, substantial quantities of GHGs have been released into the atmosphere. These extra emissions are increasing GHG concentrations in the atmosphere, enhancing the natural greenhouse effect, which is believed to be causing global warming. While human-made GHGs include CO_2, CH_4, and N_2O, some (like chlorofluorocarbons [CFCs]) are completely new to the atmosphere.

Natural sources of CO_2 include the respiration (breathing) of humans and animals and evaporation from the oceans. Together, these natural sources release approximately 150 billion tonnes[2] of CO_2 each year, far outweighing the 7 billion tonnes of human-made emissions from fossil fuel burning, waste incineration, deforestation, and cement manufacture. Nevertheless, natural removal processes such as photosynthesis by land- and ocean-dwelling plant species cannot keep pace with this extra input of human-made CO_2, and consequently the gas is building up in the atmosphere.[3]

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1 Intergovernmental Panel on Climate Change (IPCC), *Climate Change 2007: The Physical Science Basis*, http://www.ipcc.ch.

2 A tonne means a ton in the metric unit system; it is also called a metric ton. A tonne is 1,000 kilograms, or approximately 2,204 pounds.

3 Enviropedia, http://www.enviropedia.org.uk/Global_Warming/Emissions.php.

Methane is produced when organic matter decomposes in environments lacking sufficient oxygen. Natural sources include wetlands, termites, and oceans. Human-made sources include the mining and burning of fossil fuels; digestive processes in ruminant animals such as cattle; rice paddies; and the burying of waste in landfills. Total annual emissions of CH_4 are approximately 500 million tonnes, with human-made emissions accounting for the majority. As for CO_2, the major removal process of atmospheric CH_4—chemical breakdown in the atmosphere—cannot keep pace with source emissions, and CH_4 concentrations in the atmosphere are increasing.

Worldwide emissions of GHGs in 2008 were 30.1 billion metric tons of carbon dioxide equivalent (CO_2E).[1] It is important to note that the global emissions inventory data are not all from the same year and may vary depending on the source of the emissions inventory data.[2] Emissions from the top five countries and the European Union accounted for approximately 55 percent of the total global GHG emissions, according to the most recently available data. The United States was the number two producer of GHG emissions. The primary GHG emitted by human activities in the United States was CO_2, representing approximately 84 percent of total GHG emissions. CO_2 from fossil fuel combustion, the largest source of GHG emissions, accounted for approximately 80 percent of the GHG emissions.[3]

In 2009, the United States emitted approximately 6.6 billion metric tons of CO_2e or approximately 25 tons per year (tpy) per person. Of the six major sectors nationwide (electric power industry, transportation, industry, agriculture, commercial, residential) the electric power industry and transportation sectors combined account for approximately 62 percent of the GHG emissions; the majority of the electrical power industry and all of the transportation emissions are generated from direct fossil fuel combustion. Between 1990 and 2006, total United States GHG emissions rose approximately 14.7 percent.[4]

The California ARB is responsible for developing the California Greenhouse Gas Emission Inventory. This inventory estimates the amount of GHGs emitted to and removed from the atmosphere by human activities within the State of California and supports the Assembly Bill (AB) 32 Climate Change Program. The California ARB's current GHG emission inventory covers the years 1990-2008 and is based on fuel use, equipment activity, industrial processes, and other relevant data (e.g., housing, landfill activity, agricultural lands).

According to California ARB emission inventory estimates, California emitted approximately 478 million metric tons of CO_2e emissions in 2008.[5] The year 2008 saw a small decrease in statewide GHG emissions, driven by a noticeable drop in on-road transportation emissions. 2008 also reflects the beginning of the economic recession and fuel price spikes. As the economy recovers, GHG emissions are likely to rise again without other mitigation actions. California's gross emissions of GHG increased 4.3 percent from 458 million metric tons of CO_2e in 2000 to 477.7 million in 2008, with a maximum of 483.9 million in 2004.

During the same period, California's population grew by 11.8 percent from 34.1 to 38.1 million people, and GHG emissions per person decreased from 13.4 to 12.5 metric tons of CO_2e per person. The California ARB estimates that transportation was the source of approximately 36 percent of the State's GHG emissions in 2008, followed by electricity generation at 21 percent. Other sources of GHG emissions were industrial sources at 10 percent, residential and commercial activities at 9 percent, agriculture at 5 percent, and recycling and waste at 2 percent.

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1 United Nations, *The Millennium Development Goals Report 2011,* http://unstats.un.org/unsd/default.htm, accessed July 26, 2011.

2 US Environmental Protection Agency, "Inventory of US Greenhouse Gas Emissions and Sinks 1990–2006," http://www.epa.gov/climatechange/emissions/usinventoryreport.html, 2008.

3 Ibid.

4 U.S. Environmental Protection Agency (EPA). 2011. *Inventory of U.S. Greenhouse Gas Emissions And Sinks: 1990–2009*. http://www.epa.gov/climatechange/emissions/usinventoryreport.html. Accessed July 2011.

5 California ARB, Greenhouse Gas Inventory Data - 2000 to 2008. http:// www.arb.ca.gov/cc/inventory/data/data.htm. Accessed July 2011.

The California ARB staff has projected statewide unregulated GHG emissions for the year 2020, which represent the emissions that would be expected to occur in the absence of any GHG reduction actions, will be 596 million metric tons (MMT) of CO_2e. GHG emissions from the transportation and electricity sectors as a whole are expected to increase, but remain at approximately 38 percent and 23 percent of total CO_2e emissions, respectively. The industrial sector consists of large stationary sources of GHG emissions and the percentage of the total 2020 emissions is projected to be 17 percent of total CO_2e emissions. The remaining sources of GHG emissions in 2020 are high global warming potential gases at 8 percent, residential and commercial activities at 8 percent, agriculture at 5 percent, and recycling and waste at 1 percent.

4.3.1.2 Effects of Global Climate Change

Effects from global climate change may arise from temperature increases, climate-sensitive diseases, extreme weather events, and air quality. There may be direct temperature effects through increases in average temperature leading to more extreme heat waves and less extreme cold spells. Those living in warmer climates are likely to experience more stress and heat-related problems. Heat-related problems include heat rash and heat stroke. In addition, climate-sensitive diseases may increase, such as those spread by mosquitoes and other disease-carrying insects. Such diseases include malaria, dengue fever, yellow fever, and encephalitis. Extreme events such as flooding and hurricanes can displace people and agriculture. Global warming may also contribute to air quality problems from increased frequency of smog and particulate air pollution. Table 4.3.A lists greenhouse gases, the effects of each greenhouse gas, and sources for each of the greenhouse gases.

Additionally, according to the 2006 California Climate Action Team (CAT) Report,[1] the following climate change effects, which are based on trends established by the United Nations Intergovernmental Panel on Climate Change (IPCC), can be expected in California over the course of the next century:

- A diminishing Sierra snowpack declining by 70 percent to 90 percent, threatening the State's water supply;
- Increasing temperatures from 8 to 10.4 degrees Fahrenheit under the higher emission scenarios, leading to a 25 percent to 35 percent increase in the number of days ozone pollution levels are exceeded in most urban areas;
- Increased vulnerability of forests due to forest fires, pest infestation, and increased temperatures;
- Increased electricity demand, particularly in the hot summer months; and
- Increased ground-level ozone formation due to higher reaction rates of ozone precursors.

4.3.1.3 Existing Greenhouse Gas Emissions

The project site is currently vacant, and therefore does not generate emissions.

[1] California Environmental Protection Agency, *Climate Action Team Report to Governor Schwarzenegger and the Legislature*, March 2006.

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Table 4.3.A: Greenhouse Gas Properties, Effects, and Sources

Constituent	Description and Physical Properties	Health Effects	Sources
Water Vapor	Water vapor (H_2O) is the most abundant, important, and variable greenhouse gas in the atmosphere. Water vapor is not considered a pollutant; in the atmosphere it maintains a climate necessary for life. Changes in its concentration are primarily considered to be a result of climate feedbacks related to the warming of the atmosphere rather than a direct result of industrialization.	There are no health effects from water vapor. When some pollutants come in contact with water vapor, they can dissolve and then the water vapor can be a transport mechanism to enter the human body.	The main source of water vapor is evaporation from the oceans (approximately 85%). Other sources include evaporation from other water bodies, sublimation (change from solid to gas) from sea ice and snow, and transpiration from plant leaves.
Carbon Dioxide	Carbon dioxide (CO_2) is an odorless, colorless natural greenhouse gas.	Outdoor levels of carbon dioxide are not high enough to result in negative health effects.	Carbon dioxide is emitted from natural and anthropocentric (human) sources. Natural sources include the following: decomposition of dead organic matter; respiration of bacteria, plants, animals, and fungus; evaporation from oceans; and volcanic outgassing. Anthropogenic sources are from burning coal, oil, natural gas, and wood.
Methane	Methane (CH_4) is an extremely effective absorber of radiation, though its atmospheric concentration is less than carbon dioxide and its lifetime in the atmosphere is brief (10–12 years) compared to other greenhouse gases.	There are no health effects from methane.	Methane has both natural and anthropogenic sources. It is released as part of the biological processes in low oxygen environments, such as in swamplands or in rice production (at the roots of the plants). Over the last 50 years, human activities such as growing rice, raising cattle, using natural gas, and mining coal have added to the atmospheric concentration of methane. Other anthropocentric sources include fossil-fuel combustion and biomass burning.
Nitrous Oxide	Nitrous oxide (N_2O), also known as laughing gas, is a colorless greenhouse gas.	Nitrous oxide can cause dizziness, euphoria, and sometimes slight hallucinations. In small doses it is harmless. In some cases, heavy and extended use can cause Olney's Lesions (brain damage).	Concentrations of nitrous oxide also began to rise at the beginning of the industrial revolution. In 1998, the global concentration was 314 ppb. Nitrous oxide is produced by microbial processes in soil and water, including those reactions which occur in fertilizer containing nitrogen. In addition to agricultural sources, some industrial processes (fossil fuel-fired power plants, nylon production, nitric acid production, and vehicle emissions) also contribute to its atmospheric load. It is used as an aerosol spray propellant, e.g., in whipped cream bottles. It is also used in potato chip bags to keep chips fresh. It is used in rocket engines and in race cars.
Chloro-fluorocarbons	Chlorofluorocarbons (CFCs) are gases formed synthetically by replacing all hydrogen atoms in methane or ethane (C_2H_6) with chlorine and/or fluorine atoms. CFCs are nontoxic, nonflammable, insoluble, and chemically unreactive in the troposphere (the level of air at the earth's surface).	In confirmed indoor locations, working with CFC-113 or other CFCs is thought to have resulted in death by cardiac arrhythmia (heart frequency too high or too low) or asphyxiation.	CFCs have no natural source, but were first synthesized in 1928. They were used for refrigerants, aerosol propellants, and cleaning solvents. Due to the discovery that they are able to destroy stratospheric ozone, a global effort to halt their production was undertaken and was extremely successful, so much so that levels of the major CFCs are now remaining level or declining. However, their long atmospheric lifetimes mean that some of the CECs will remain in the atmosphere for over 100 years.
Hydro-fluorocarbons	Hydrofluorocarbons (HFCs) are synthetic man-made chemicals that are used as a substitute for CFCs. Out of all the greenhouse gases, they are one of three groups with the highest global warming potential. Prior to 1990, the only significant emissions were HFC-23. HFC-134a use is increasing due to its use as a refrigerant.	None.	HFCs are man made for applications such as automobile air conditioners and refrigerants.
Per-fluorocarbons	Perfluorocarbons (PFCs) have stable molecular structures and do not break down through the chemical processes in the lower atmosphere. Because of this, PFCs have very long lifetimes, between 10,000 and 50,000 years. Two common PFCs are tetrafluoromethane (CF_4) and hexafluoroethane (C_2F_6).	None.	The two main sources of PFCs are primary aluminum production and semiconductor manufacture.
Sulfur Hexafluoride	Sulfur hexafluoride (SF_6) is an inorganic, odorless, colorless, nontoxic, nonflammable gas. It also has the highest GWP of any gas evaluated, 23,900. Concentrations in the 1990's were about 4 ppt.	In high concentrations in confined areas, the gas presents the hazard of suffocation because it displaces the oxygen needed for breathing.	Sulfur hexafluoride is used for insulation in electric power transmission and distribution equipment, in the magnesium industry, in semiconductor manufacturing, and as a tracer gas for leak detection.
Aerosols	Aerosols are particles emitted into the air through burning biomass (plant material) and fossil fuels. Aerosols can warm the atmosphere by absorbing and emitting heat and can cool the atmosphere by reflecting light. Cloud formation can also be affected by aerosols.	Similar health effects associated with particulate matter.	Sulfate aerosols are emitted when fuel containing sulfur is burned. Another source of aerosols (in the form of black carbon or soot) is the result of incomplete combustion or the incomplete burning of fossil fuels. Although particulate matter regulation has been lowering aerosol concentrations in the United States, global concentrations are likely increasing as a result of other sources around the world.

Source: LSA Associates, August 2011

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4.3.2 Regulatory Setting

4.3.2.1 Federal Regulations/Standards

Energy Policy and Conservation Act. The Energy Policy and Conservation Act of 1975 sought to ensure that all vehicles sold in the U.S. would meet certain fuel economy goals. Through this Act, Congress established the first fuel economy standards for on-road motor vehicles in the U.S. Pursuant to the Act, the National Highway Traffic and Safety Administration (NHTSA), which is part of the U.S. Department of Transportation (USDOT), is responsible for establishing additional vehicle standards and for revising existing standards. Since 1990, the fuel economy standard for new passenger cars has been 27.5 miles per gallon (mpg). Since 1996, the fuel economy standard for new light trucks (gross vehicle weight of 8,500 pounds or less) has been 20.7 mpg. The Corporate Average Fuel Economy (CAFE) program, administered by the Environmental Protection Agency (EPA), was created to determine vehicle manufacturers' compliance with the fuel economy standards. The EPA calculates a CAFE value for each manufacturer based on city and highway fuel economy test results and vehicle sales. Based on the information generated under the CAFE program, the USDOT is authorized to assess penalties for noncompliance.

Energy Policy Act of 1992. The Energy Policy Act (EPAct) of 1992 was passed to reduce the country's dependence on foreign petroleum and improve air quality. EPAct includes several parts intended to build an inventory of alternative fuel vehicles (AFVs) in large, centrally fueled fleets in metropolitan areas. EPAct requires certain Federal, State, and local governments and private fleets to purchase a percentage of light-duty AFVs capable of running on alternative fuels each year. In addition, financial incentives are also included in EPAct. Federal tax deductions will be allowed for businesses and individuals to cover the incremental cost of AFVs. States are also required by the act to consider a variety of incentive programs to help promote AFVs.

Energy Policy Act of 2005. The Energy Policy Act of 2005 includes provisions for renewed and expanded tax credits for electricity generated by qualified energy sources, such as landfill gas; provides bond financing, tax incentives, grants, and loan guarantees for clean renewable energy and rural community electrification; and establishes a Federal purchase requirement for renewable energy.

Federal Regulation of Climate Change. Climate change and GHG reduction are also concerns at the Federal level; however, at this time, no Federal legislation or regulations have been enacted specifically addressing GHG emissions reductions and climate change. California, in conjunction with several environmental organizations and several other states, sued to force the EPA to regulate GHG as a pollutant under the Clean Air Act (*Massachusetts vs. Environmental Protection Agency et al.*, 549 U.S. 497 (2007). The court ruled that GHG does fit within the Clean Air Act's definition of a pollutant, and that the EPA does have the authority to regulate GHG. Despite the Supreme Court ruling, there are no promulgated Federal regulations to date limiting GHG emissions.

On December 7, 2009, the EPA Administrator signed two distinct findings regarding greenhouse gases under Section 202(a) of the Clean Air Act:

- *Endangerment Finding:* The Administrator finds that the current and projected concentrations of the six key well-mixed greenhouse gases—carbon dioxide (CO_2), methane (CH_4), nitrous oxide (N_2O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulfur hexafluoride (SF_6)—in the atmosphere threaten the public health and welfare of current and future generations.
- *Cause or Contribute Finding:* The Administrator finds that the combined emissions of these well-mixed greenhouse gases from new motor vehicles and new motor vehicle engines contribute to the greenhouse gas pollution which threatens public health and welfare.

These findings do not themselves impose any requirements on industry or other entities. However, this action is a prerequisite to finalizing the EPA's proposed greenhouse gas emission standards for light-duty vehicles, which were jointly proposed by EPA and the Department of Transportation's National Highway Safety Administration on September 15, 2009.[1]

4.3.2.2 State Regulations/Standards

California Code of Regulations Title 24, Part 6. Enacted in 1978, this part of the California Code established energy efficiency standards for residential and nonresidential buildings in response to a legislative mandate to reduce California's energy consumption. These standards are updated periodically to allow consideration and possible incorporation of new energy efficiency technologies and methods. The most recent standards were adopted and went into effect January 1, 2010.[2] Such standards include the provision of cool roofs, demand control ventilation, skylights for day-lighting in buildings, thermal breaks for metal building roofs, and lighting power limits. These standards are expected to reduce the growth in electricity use of residential and non-residential buildings. Continual updates to Title 24 along with the State's implementation of AB 1493 and SB 1368 will have a major impact on the State's attainment of the AB 32 goals.

California Code of Regulations Title 24, Part 11. This part of the California Code is known as the California Green Building Standards Code (CALGreen Code) and was enacted to improve public health, safety, and general welfare by enhancing the design and construction of buildings through the use of building concepts with positive environmental impacts and through encouragement of sustainable construction practices. The CALGreen Code is not intended to substitute or be identified as meeting the certification requirements of any green building program that is not established and adopted by the California Building Standards Commission (CBSC). This update to Part 11 of Title 24 of the California Code of Regulations was effective January 1, 2011.

California Code of Regulations Titles 14 and 27. These parts of the California Code require energy efficient practices as part of solid and hazardous waste handling and disposal.

Assembly Bill 4420 (AB 4420). The State of California has been studying the impacts of climate change since 1988, when AB 4420 was approved. This legislation directed the California Energy Commission (CEC), in consultation with the CARB and other agencies, to study the implications of global warming on California's environment, economy, and water supply. The CEC was also directed to prepare and maintain the State's inventory of GHG emissions.

Assembly Bill 1493 (AB 1493). In 2002, Governor Grey Davis signed AB 1493 which required the CARB to develop and adopt, by January 1, 2005, regulations that achieve "the maximum feasible reduction of greenhouse gases emitted by passenger vehicles and light-duty truck and other vehicles determined by the CARB to be vehicles whose primary use is noncommercial personal transportation in the State."

Executive Order S-3-05. Executive Order S-3-05 was signed by Governor Schwarzenegger in 2005 proclaiming California is vulnerable to the impacts of climate change. It states that increased temperatures could reduce the Sierra Nevada's snowpack, worsen California's air quality problems, and potentially cause a rise in sea levels. The Executive Order establishes total GHG emission

[1] http://www.epa.gov/climatechange/endangerment.html.
[2] *Nonresidential Compliance Manual for California's 2008 Energy Efficiency Standards*, California Energy Commission, effective January 1, 2010, http://www.energy.ca.gov/title24/2008standards/index.html, website accessed on March 4, 2010.

targets including emissions reductions to the 2000 level by 2010, and the 1990 level by 2020, and to 80 percent below the 1990 level by 2050.

Assembly Bill 32 (AB 32). In September 2006, Governor Schwarzenegger signed Assembly Bill 32 (AB 32), the California Global Warming Solutions Act of 2006. AB 32 directs the CARB to implement regulations for a cap on sources or categories of sources of GHG emissions. The bill requires that the CARB develop regulations to reduce emissions with an enforcement mechanism to ensure that the reductions are achieved, and to disclose how it arrives at the cap. It also includes conditions to ensure businesses and consumers are not unfairly affected by reductions.

AB 32 requires the CARB to:

- Adopt a list of discrete early action measures by July 1, 2007, that can be implemented before January 1, 2010;
- Establish a statewide GHG emissions cap for 2020 based on 1990 emissions and adopt mandatory reporting rules for significant sources of GHG by January 1, 2008;
- Indicate how emission reductions will be achieved from significant GHG sources via regulations, market mechanisms and other actions by January 1, 2009; and
- Adopt regulations by January 1, 2011, to achieve the maximum technologically feasible and cost-effective reductions in GHG, including provisions for using both market mechanisms and alternative compliance mechanisms.

AB 32 codifies Executive Order S-3-05's[1] year 2020 goal by requiring that statewide GHG emissions be reduced to 1990 levels by the year 2020. This reduction will be accomplished through an enforceable statewide cap on GHG emissions that will be implemented no later than January 1, 2012. To effectively implement the cap, AB 32 directs the CARB to develop appropriate regulations and establish a mandatory reporting system to track and monitor global warming emissions levels.

Senate Bill 1368 (SB 1368). In September 2006, Governor Arnold Schwarzenegger signed Senate Bill 1368, which calls for the adoption of a GHG performance standard for in-State and imported electricity generators to mitigate climate change. On January 25, 2007, the California Public Utilities Commission adopted an interim GHG emission s performance standard. This standard is a facility-based emissions standard requiring all new long-term commitments for baseload generation to serve California consumers with power plants that have emissions no greater than a combined cycle gas turbine plant. The established level is 1,100 pounds of CO_2 per megawatt-hour.

Executive Order S-01-07. Executive Order S-01-07 was signed by Governor Schwarzenegger on January 18, 2007 mandating a statewide goal to reduce the carbon intensity of California's transportation fuel by at least ten percent by 2020. The order also requires that a California specific Low Carbon Fuel Standard be established for transportation fuels.

Senate Bill 97 (SB 97). Senate Bill 97 was approved on August 25, 2007, to address GHG analysis under CEQA. This legislation mandates that the Office of Planning and Research (OPR) prepare and submit guidelines to the California Resource Agency (CRA) for the mitigation of GHG emissions and their effects by July 1, 2009, and their adoption by January 1, 2010. This legislation does not provide for any guidance for non-exempted projects in the interim period between the passage of SB 97 and the adoption of guidelines by the OPR.

[1] Executive Order S-3-05 establishes greenhouse gas emission reduction targets for California.

As directed by SB 97, the Natural Resources Agency adopted Amendments to the CEQA Guidelines for greenhouse gas emissions on December 30, 2009. On February 16, 2010, the Office of Administrative Law approved the Amendments, and filed them with the Secretary of State for inclusion in the California Code of Regulations. The Amendments became effective on March 18, 2010. Proposed changes to the guidelines included new questions in Appendix G regarding Greenhouse Gas Emissions and major changes to the Transportation/Traffic checklist questions (Appendix A-3, CEQA Guidelines changes).

Senate Bill 375. SB 375 was signed into law on October 1, 2008. SB 375 provides emissions-reduction goals around which regions can plan, integrating disjointed planning activities, and provides incentives for local governments and developers to follow new conscientiously planned growth patterns.

Senate Bill 1078 (SB 1078), Senate Bill 107 (SB 107), Executive Order S-14-08, and Senate Bill X1-2 (SB X1-2). Established in 2002 SB 1078 (Chapter 516, Statutes of 2002) requires retail sellers of electricity, including investor-owned utilities and community choice aggregators, to provide at least 20 percent of their supply from renewable sources by 2017. Established in 2006, SB 107 (Chapter 464, Statutes of 2006) accelerated this requirement to the year 2010. In November 2008 Governor Schwarzenegger signed Executive Order S-14-08, which expanded the State's renewable energy standard from 20 percent to 33 percent by the year 2020. In an effort to codify the 33 percent by 2020 goal, SB X1-2 was signed by Governor Edmund G. Brown Jr. in April 2011 preempting the California Air Resources Boards' 33 percent Renewable Electricity Standard which applies to all electricity retailers in the State including publicly owned utilities (POUs), investor-owned utilities, electricity service providers, and community choice aggregators. All of these entities must adopt the new goals of 20 percent of retails sales from renewables by the end of 2013, 25 percent by the end of 2016, and the 33 percent requirement being met by the end of 2020.

4.3.2.3 Regional Regulations

As stated above, SB 375 took effect in 2009 and required regional municipal planning organizations to develop regional land use plans that demonstrate how the regions will achieve compliance with the GHG reduction goals of AB 32. Cities located within these regions are then required, in turn, to update their General Plans in accordance with the regional plans. Non-compliance with SB 375 will result in transportation funds being withheld from the regional and/or local agency. To date, the regional municipal planning organization for Riverside County (the Western Riverside Council of Governments, or WRCOG) has not adopted a regional plan that is in compliance with SB 375.

4.3.2.4 City of Moreno Valley General Plan Policies

Although the City of Moreno Valley General Plan does not include any specific GHG or climate change policies or goals, a number of the goals, objectives, policies, and programs identified in the air quality (Chapter 6 – Safety) and energy (Chapter 7 – Conservation) elements will result in an indirect reduction in GHG emissions through reductions in vehicle trips, vehicle miles traveled, and energy use. The specific policies of the General Plan that are relevant to the proposed project are as follows:

Air Quality Chapter:

Objective 6.6: Promote land use patterns that reduce daily automotive trips and reduce trip distance for work, shopping, school, and recreation.

> **Policy 6.6.1:** Provide sites for new neighborhood commercial facilities within close proximity to the residential areas they serve.

Policy 6.6.2: Provide multi-family residential development sites in close proximity to neighborhood commercial centers in order to encourage pedestrian instead of vehicular travel.

Policy 6.6.3: Locate neighborhood parks in close proximity to the appropriate concentration of residents in order to encourage pedestrian and bicycle travel to local recreation areas.

Objective 6.7: Reduce mobile and stationary source air pollution emissions.

Policy 6.7.1: Cooperate with regional efforts to establish and implement regional air quality strategies and tactics.

Policy 6.7.2: Encourage the financing and construction of park-and-ride facilities.

Policy 6.7.3: Encourage express transit service from Moreno Valley to the greater metropolitan areas of Riverside, San Bernardino, Orange, and Los Angeles Counties.

Policy 6.7.4: Locate heavy industrial and extraction facilities away from residential areas and sensitive receptors.

Policy 6.7.5: Require grading activities to comply with the South Coast Air Quality Management District's (SCAQMD) Rule 403 regarding the control of fugitive dust.

Policy 6.7.6: Require building construction to comply with the energy conservation requirements of Title 24 of the California Administrative Code.

Conservation Chapter

Energy Objective 7.5: Encourage efficient use of energy resources.

Policy 7.5.1: Encourage building, site design, and landscaping techniques that provide passive heating and cooling to reduce energy demand.

Policy 7.5.2: Encourage energy efficient modes of transportation and fixed facilities, including transit, bicycle, equestrian, and pedestrian transportation. Emphasize fuel efficiency in the acquisition and use of City-owned vehicles.

Policy 7.5.3: Locate areas planned for commercial, industrial and multiple family density residential development within areas of high transit potential and access.

Policy 7.5.4: Encourage efficient energy usage in all city public buildings.

Policy 7.5.5: Encourage the use of solar power and other renewable energy systems.

4.3.3 Methodology

Bearing in mind that CEQA does not require "perfection" but instead "adequacy, completeness, and a good faith effort at full disclosure," the analysis is based on methodologies and information available at the time this EIR was prepared. Estimation of GHG emissions in the future does not account for changes in technology that may reduce such emissions; therefore, the estimates are based on past performance and represent a scenario that is worse than that which is likely to be encountered. Additionally, as explained in greater detail below, many uncertainties exist regarding the precise relationship between specific levels of GHG emissions and the ultimate impact on global climate. Significant uncertainties also exist regarding the reduction potential of mitigation strategies. Thus,

while information is presented below to assist the public and the City's decision-makers in understanding the project's potential contribution to global climate change impacts, the information available to the City is not sufficiently detailed to allow a direct comparison between particular project characteristics and particular climate change impacts, nor between any particular proposed mitigation measure and any reduction in climate change impacts.

The recommended approach for GHG analysis included in the State of California Office of Planning and Research's (OPR's) June 2008 release is to: (1) identify and quantify GHG emissions, (2) assess the significance of the impact on climate change, and (3) if significant, identify alternatives and/ or mitigation measures to reduce the impact below a level of significance.[1] Neither the CEQA statute nor Guidelines prescribe quantitative thresholds of significance or a particular methodology for performing an impact analysis; as with most environmental topics, significance criteria are left to the judgment and discretion of the lead agency.

The June 2008 OPR guidance provides some additional direction regarding planning documents as follows: "CEQA can be a more effective tool for GHG emissions analysis and mitigation if it is supported and supplemented by sound development policies and practices that will reduce GHG emissions on a broad planning scale and that can provide the basis for a programmatic approach to project-specific CEQA analysis and mitigation. For local government lead agencies, adoption of general plan policies and certification of general plan EIRs that analyze broad jurisdiction-wide impacts of GHG emissions can be part of an effective strategy for addressing cumulative impacts and for streamlining later project-specific CEQA reviews."

Pursuant to SB 97, the OPR is in the process of developing guidelines for analysis of the effects of GHG emissions. As part of this process, the OPR has asked CARB technical staff to recommend Statewide interim thresholds of significance for GHGs. The CARB released a preliminary draft staff proposal in October 2008 that included initial suggestions for significance criteria related to industrial, commercial, and residential projects.

In March 2010, *CEQA Guidelines* amendments were adopted and include the following direction regarding determination of significant impacts from GHG emissions (Section 15064.4):

(a) The determination of the significance of greenhouse gas emissions calls for a careful judgment by the lead agency consistent with the provisions in Section 15064. A lead agency should make a good-faith effort, based on available information, to describe, calculate or estimate the amount of greenhouse gas emissions resulting from a project. A lead agency shall have discretion to determine, in the context of a particular project, whether to:

   (1) Use a model or methodology to quantify greenhouse gas emissions resulting from a project, and which model or methodology to use. The lead agency has discretion to select the model it considers most appropriate provided it supports its decision with substantial evidence. The lead agency should explain the limitations of the particular model or methodology selected for use; or

   (2) Rely on a qualitative analysis or performance based standards.

(b) A lead agency may consider the following when assessing the significance of impacts from greenhouse gas emissions on the environment:

   (1) The extent to which the project may increase or reduce greenhouse gas emissions as compared to the existing environmental setting.

   (2) Whether the project emissions exceed a threshold of significance that the lead agency determines applies to the project.

[1] State of California, 2008. Governor's Office of Planning and Research. *CEQA and Climate Change: Addressing Climate Change through California Environmental Quality Act Review*. June 19.

(3) The extent to which the project complies with regulations or requirements adopted to implement a statewide, regional, or local plan for the reduction or mitigation of greenhouse gas emissions. Such regulations or requirements must be adopted by the relevant public agency through a public review process and must include specific requirements that reduce or mitigate the project's incremental contribution of greenhouse gas emissions. If there is substantial evidence that the possible effects of a particular project are still cumulatively considerable notwithstanding compliance with the adopted regulations or requirements, an EIR must be prepared for the project.

CEQA Guidelines Section 15064(b) provides that the "determination of whether a project may have a significant effect on the environment calls for careful judgment on the part of the public agency involved, based to the extent possible on scientific and factual data," and further, states that an "ironclad definition of significant effect is not always possible because the significance of an activity may vary with the setting."

On February 3, 2011 the SCAQMD released the California Emissions Estimator Model (CalEEMod) Emissions Inventory Model. The purpose of this new model is to more accurately calculate air quality and GHG emissions from direct and indirect sources and quantify applicable air quality and GHG reductions achieved from mitigation measures. The latest version of CalEEMod was utilized to calculate GHG emissions from the following source categories: construction, area, energy, mobile, waste, and water.

In addition, on September 28, 2010, the SCAQMD proposed the following draft-tiered interim GHG significance threshold for development projects:

Tier 1 consists of evaluating whether or not the project qualifies for any applicable exemption under CEQA. If the project qualifies for an exemption, no further action is required. If the project does not qualify for an exemption, then it would move to the next tier.

Tier 2 consists of determining whether or not the project is consistent with a GHG reduction plan that may be part of a local general plan, for example. The concept embodied in this tier is equivalent to the existing consistency determination requirements in CEQA Guidelines Sections 15064(h)(3), 15125(d), or 15152(a). The GHG reduction plan must, at a minimum, comply with AB 32 GHG reduction goals; include an emissions inventory agreed upon by either ARB or the SCAQMD, have been analyzed under CEQA and have a certified Final CEQA document, and have monitoring and enforcement components. If the proposed project is consistent with the qualifying local GHG reduction plan, it is not significant for GHG emissions. If the project is not consistent with a local GHG reduction plan, there is no approved plan, or the GHG reduction plan does not include all of the components described above, the project would move to Tier 3.

Tier 3 establishes a screening significance threshold level to determine significance using a 90 percent GHG emission capture rate. The 90 percent capture rate GHG significance screening level in Tier 3 for stationary sources was derived using the following methodology. Using the SCAQMD's Annual Emission Reporting (AER) Program, the reported annual natural gas consumption for 1,297 permitted facilities for 2006 through 2007 was compiled and the facilities were rank-ordered to estimate the 90th percentile of the cumulative natural gas usage for all permitted facilities. Approximately 10 percent of facilities evaluated comprise more than 90 percent of the total natural gas consumption, which corresponds to 10,000 metric tons of CO_2 equivalent emissions per year ($MTCO_2e/yr$) (the majority of combustion emissions comprise CO_2). SCAQMD suggested the following GHG screening thresholds: Industrial (when SCAQMD is the Lead Agency): 10,000 tpy CO_2e; Residential: 3,500 tpy CO_2e; Commercial: 1,400 tpy CO_2e; Mixed-use: 3,000 tpy CO_2e. If a project's GHG emissions exceed the GHG screening threshold, the project would move to Tier 4.

Tier 4 establishes a decision tree approach that includes compliance options for projects that have incorporated design features into the project and/or implement GHG mitigation measures. For 2020, the Efficiency Target (2020 Targets) are as follows:

- 4.8 mt CO_2e per SP for project level threshold (land use emissions only) and total residual emissions not to exceed 25,000 million tons per year (mty) CO_2e
- 6.6 mt CO_2e per SP for plan level threshold (all sectors)

For 2035, the Efficiency Target (2035 Targets) are as follows:

- 3.0 mt CO_2e per SP for project level threshold
- 4.1 mt CO_2e per SP for plan level threshold

If a project fails to meet any of these emissions efficiency targets, the project would move to Tier 5.

Tier 5 would require projects that implement off-site GHG mitigation that includes purchasing offsets to reduce GHG emission impacts to purchase sufficient offsets for the life of the project (30 years) to reduce GHG emissions to less than the applicable GHG screening threshold level.

This analysis analyzes whether the project's GHG emissions should be considered cumulatively significant based on the following:

- Hinder attainment of the State's goals of reducing GHG emissions to 1990 levels by 2020, as stated in the Global Warming Solutions Act of 2006. A project may be considered to help attainment of the State's goals by being consistent with an adopted State wide 2020 GHG emissions limit or the plans, programs, and regulations adopted to implement the Global Warming Solutions Act of 2006.
- Fail to achieve increased energy efficiency or reduce overall GHG emissions from an existing facility.
- Significantly increase the consumption of fuels or other energy resources, especially fossil fuels that contribute to GHG emissions when consumed.

The analysis uses compliance with AB 32, considered a "previously approved mitigation program," as set forth in the CEQA Guidelines §15064(h)(3), to determine if the project's incremental contribution of GHGs is a cumulatively considerable contribution to global climate change. The OPR's proposed draft amendment to Section 15064.7 of the CEQA Guidelines reinforces the use of this approach. CEQA Guideline Section 15064(h)(3) states three main conditions that a plan must meet to be sufficient for use as a basis for determining significance of GHG emissions. The plan must:

1. Be "a previously approved plan or mitigation program";
2. Provide "specific requirements that will avoid or substantially lessen the cumulative problem"; and
3. Be specified in law or adopted by the public agency with jurisdiction over the affected resources through a public review process to implement, interpret, or make specific the law enforced or administered by the public agency.

AB 32 meets conditions one and three provided above. Accordingly, in addition to determining whether the project's GHG emissions exceed the SCAQMD's interim industrial section stationary source threshold, to determine the significance of the project GHG emission impact on climate change, consistency or inconsistency with the reduction targets in AB 32 is also evaluated. To do so, project features that implement specific reduction measures identified in the rules and regulations that implement AB 32 were evaluated.

4.3.4 Thresholds of Significance

Based on Appendix G of the *CEQA Guidelines*, climate change/greenhouse gas emissions impacts would occur if the proposed project would:

- Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment; and/or
- Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases.

Global climate change may result in significant adverse effects to the environment that will be experienced worldwide, with some specific effects observed in California. AB 32 requires statewide GHG emissions reductions to 1990 levels by 2020. Although these statewide reductions are now mandated by law, no generally applicable GHG emission threshold has yet been established.

State CEQA Guidelines Section 15064(b) provides that "…the determination of whether a project may have a significant effect on the environment calls for careful judgment on the part of the public agency involved, based to the extent possible on scientific and factual data," and further, that an "iron clad definition of significant effect is not always possible because the significance of an activity may vary with the setting." The *State CEQA Guidelines* further indicate that even when thresholds are established, they may include "identifiable quantitative, qualitative or performance level of a particular environmental effect" (*State CEQA Guidelines*, Section 15064.7).

Some policymakers and regulators suggest that a zero emissions threshold would be appropriate when evaluating GHGs and their potential effect on climate change. Such a rule appears inconsistent with the State's approach to mitigation of climate change impacts. AB 32 does not prohibit all new GHG emissions; rather, it requires a reduction in Statewide emissions to a given level. Thus, AB 32 recognizes that GHG emissions will continue to occur; increases will result from certain activities, but reductions must occur elsewhere.

Individual projects incrementally contribute toward the potential for global climate change on a cumulative basis in concert with all other past, present, and probable future projects. While individual projects are unlikely to measurably affect global climate change, each of these projects incrementally contributes toward the potential for global climate change on a cumulative basis, in concert with all other past, present, and probable future projects. This analysis analyzes whether the project's emissions should be considered cumulatively significant.

In order to evaluate the significance of a proposed project's environmental impacts related to GHG emissions, it is necessary to identify quantitative or qualitative thresholds which, if exceeded, would constitute a finding of significance. As previously described, while project-related GHG emissions can be estimated the direct impact of such emissions on climate change and global warming cannot be determined on the basis of available science. There is no evidence at this time that the proposed project would directly affect global climate change. SCAQMD has adopted a quantitative GHG emission significance threshold to assess direct impacts from industrial projects where SCAQMD is the lead agency. SCAQMD and other air quality agencies agree that GHG and climate change should be assessed as a potentially significant cumulative impact rather than a project-specific impact. SCAQMD is considering the adoption of a numeric plan-level efficiency target of 6.6 MTCO$_2$E per service population.

Currently, there is no adopted threshold of significance for determining the cumulative significance of a project's GHG emissions on global climate change. In the most recent IPCC Assessment Report (IPCC 2007b, Synthesis Report), the IPCC acknowledges that man-made warming and sea level rise would continue for centuries due to the time scales associated with climate processes and feedback even if GHG concentration were to be stabilized. The IPCC further found that both past and future man-made CO_2 emissions will continue to contribute to warming and sea level rise for more than a

millennium, due to the time scales required for the removal of CO_2 from the atmosphere. Furthermore, the IPCC assessment noted that the definition of what is a dangerous man-made interference with the climate system and, consequently, the limits to be set for policy purposes are complex tasks that can only be partially based on science, as such definitions inherently involve normative judgments (IPCC 2007b – Working Group III).

Based on the information presented above, for the purpose of this analysis implementation of the proposed project may have a significant adverse impact on GHG emissions if it would result in any of the following:

- Generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment based on any applicable threshold of significance.
- Conflict with any applicable plan, policy, or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases.

4.3.5 Less than Significant Impacts

The following impacts were determined to be less than significant. For each of the following issues either no impact would occur (therefore, no mitigation would be required) or adherence to established regulations, standards and policies would reduce potential impacts to a less than significant level.

4.3.5.1 Greenhouse Gas Plan, Policy, Regulation Consistency

Threshold	Would the proposed project conflict with any applicable plan, policy, or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases?

The CAT and the CARB have developed several reports to achieve the Governor's GHG targets that rely on voluntary actions of California businesses, local government and community groups, and State incentive and regulatory programs. These include the CAT's 2006 "Report to Governor Schwarzenegger and the Legislature," the CARB's 2007 "Expanded List of Early Action Measures to Reduce Greenhouse Gas Emissions in California," and the CARB's "Climate Change Proposed Scoping Plan: a Framework for Change."

The reports identify strategies to reduce California's emissions to the levels proposed in Executive Order S-3-05 and AB 32 (i.e., 29 percent below existing "business as usual" emissions) that are applicable to proposed project. Table 4.3.B presents the applicable Recommended Actions (qualitative measures) identified to date by CARB in its Climate Change Proposed Scoping Plan and whether or not the proposed project is consistent with the applicable Recommended Actions.

Table 4.3.B: Proposed Scoping Plan Recommended Actions for Climate Change

ID No.	Sector	Strategy Name	Applicable to Project?	Will Project Conflict With Implementation?
T-1	Transportation	Pavley I and II – Light-Duty Vehicle GHG Standards	Yes No	
T-2	Transportation	Low Carbon Fuel Standard (Discrete Early Action)	Yes No	
T-3	Transportation	Regional Transportation-Related GHG Targets	Yes No	
T-4	Transportation	Vehicle Efficiency Measures	Yes	No
T-5	Transportation	Ship Electrification at Ports (Discrete Early Action)	No No	

Table 4.3.B: Proposed Scoping Plan Recommended Actions for Climate Change

ID No.	Sector	Strategy Name	Applicable to Project?	Will Project Conflict With Implementation?
T-6	Transportation	Goods-movement Efficiency Measures	No	No
T-7	Transportation	Heavy Duty Vehicle Greenhouse Gas Emission Reduction Measure – Aerodynamic Efficiency (Discrete Early Action)	No	No
T-8	Transportation	Medium and Heavy-Duty Vehicle Hybridization	No	No
T-9	Transportation	High Speed Rail	No	No
E-1	Electricity and Natural Gas	Increased Utility Energy Efficiency Programs. More Stringent Building and Appliance Standards	Yes	No
E-2	Electricity and Natural Gas	Increased Combined Heat and Power Use by 30,000 GWh	No	No
E-3	Electricity and Natural Gas	Renewable Portfolio Standard	No	No
E-4	Electricity and Natural Gas	Million Solar Roofs	No	No
CR-1	Electricity and Natural Gas	Energy Efficiency	No	No
CR-2	Electricity and Natural Gas	Solar Water Heating	No	No
GB-1	Green Buildings	Green Buildings	Yes	No
W-1	Water	Water Use Efficiency	Yes	No
W-2	Water	Water Recycling	No	No
W-3	Water	Water System Energy Efficiency	No	No
W-4	Water	Reuse Urban Runoff	No	No
W-5	Water	Increase Renewable Energy Production	No	No
W-6	Water	Public Goods Charge (Water)	No	No
I-1	Industry	Energy Efficiency and Co=Benefits Audits for Large Industrial Sources	No	No
I-2	Industry	Oil and Gas Extraction GHG Emission Reduction	No	No
I-3	Industry	GHG Leak Reduction from Oil and Gas Transmission	No	No
I-4	Industry	Refinery Flare Recovery Process Improvements	No	No
I-5	Industry	Removal of Methane Exemption from Existing Refinery Regulations	No	No
RW-1	Recycling and Waste Management	Landfill Methane Control (Discrete Early Action)	No	No
RW-2	Recycling and Waste Management	Additional Reduction in Landfill Methane – Capture Improvements	No	No

Table 4.3.B: Proposed Scoping Plan Recommended Actions for Climate Change

ID No.	Sector	Strategy Name	Applicable to Project?	Will Project Conflict With Implementation?
RW-3	Recycling and Waste Management	High Recycling/Zero Waste	No No	
F-1	Forestry	Sustainable Forest Target	No	No
H-1	High Global Warming Potential Gases	Motor Vehicle Air Conditioning Systems (Discrete Early Action)	No	No
H-2	High Global Warming Potential Gases	SF_6 Limits in Non-Utility and Non-Semiconductor Manufacturing (Discrete Early Action)	No No	
H-3	High Global Warming Potential Gases	Reduction in Perfluorocarbons in Semiconductor Manufacturing (Discrete Early Action)	No No	
H-4	High Global Warming Potential Gases	Limit High GWP Use in Consumer Products (Discrete Early Action, Adopted June 2008)	No No	
H-5	High Global Warming Potential Gases	High GWP Reduction from Mobile Sources No		No
H-6	High Global Warming Potential Gases	High GWP Reductions from Stationary Sources	No	No
H-7	High Global Warming Potential Gases	Mitigation Fee on High GWP Gases	No No	
A-1	Agriculture	Methane Capture at Large Dairies	No	No

Source: LSA Associates, Inc., December 2011.

As identified in Table 4.3.B, of the 39 Recommended Actions, the applicable Recommended Actions are those that are within the Transportation, Electricity and Natural Gas, Green Buildings, and Water sectors.

Applicable Recommended Actions in the Transportation sector include Actions T-1 through T-4. Action T-1 involves improvements to light-duty vehicle technology for the purposes of reducing GHG emissions through focusing on legislating improved controls for vehicle manufacturers. This Action would not generally be considered applicable to the proposed project; however, vehicles utilized by the proposed project would be subject to these standards, as applicable, and would be consistent with this Action. Action T-2 involves implementation of a low carbon fuel standard. In order to reduce the carbon intensity of transportation fuels, CARB is developing a Low Carbon Fuel Standard (LCFS), which would reduce the carbon intensity of California's transportation fuels by at least ten percent by 2020 as called for by Governor Schwarzenegger in Executive Order S-01-07. While implementation of this standard is not within the purview of a development project, a land use such as that proposed under the proposed project would be a substantial consumer of fuels for its vehicle fleet. Vehicles utilized by the proposed project would be subject to these standards, as applicable, and would be consistent with this Action.

Action T-3 addresses regional transportation targets for reducing GHG emissions. The intent of the proposed project is to reduce vehicle miles travelled within the region by reducing trip lengths and providing a sustainable community. The actions associated with implementation of the proposed project would allow for warehousing uses to be clustered around other industrial and commercial

uses and would encourage a reduction of vehicle miles traveled within the City. Action T-4 concerns vehicle efficiency measures such as the promotion of sustainable tire practices. CARB is pursuing a regulation to ensure that tires are properly inflated when vehicles are serviced. In addition, the California Energy Commission in consultation with the California Integrated Waste Management Board is developing an efficient tire program focusing first on data gathering and outreach, then on potential adoption of minimum fuel-efficient tire standards, and on the development of consumer information requirements for replacing tires. While implementation of this standard is not within the purview of a development project, a land use such as that proposed under the proposed project would be a contributor of vehicle miles travelled. Vehicles utilized by the proposed project would be subject to these standards, as applicable, and would be consistent with this Action.

Applicable Recommended Actions in the Energy and Natural Gas sector includes Action E-1. Action E-1, together with Action GB-1 (Green Building), aims to reduce electricity demand by increased efficiency of Utility Energy Programs and adoption of more stringent building and appliance standards. Elements of this action include encouraging construction of zero net energy (ZNE) buildings and implementation of passive solar design. In addition to employing on-site electricity generation, a ZNE building must either replace natural gas with renewable energy for space and water heating, or compensate for natural gas use by generating surplus electricity for sale on the State's electricity grid. The proposed project is required to comply with the 2008 Title 24 Energy Efficiency Standards and applicable Green Building Standards; therefore, the proposed project would not conflict with these Actions.

Applicable Recommended Actions in the Water sector includes Action W-1. Action W-1, Water Use Efficiency, involves the reduction in the energy consumption used to convey, treat, distribute and use water and wastewater. Increasing the efficiency of water transport and reducing water use would reduce GHG emissions. The proposed project would install water-efficient fixtures and appliances and would not conflict with this Action.

GHG emissions reduction strategies were also set forth in the 2006 Climate Action Team (CAT) Report, and the strategies included in the CAT Report that apply to the project are contained in Table 4.3.C, which also summarizes the extent to which the project would comply with the strategies to help California reach the emission reduction targets. The strategies listed in Table 4.3.C are addressed as either part of the project, required mitigation measures, or requirements under local or State ordinances.

Table 4.3.C: Project Compliance with Greenhouse Gas Emission Reduction Strategies

Strategy	Project Compliance
Mandatory Code	
California Green Building Code. The Cal Green Code prescribes a wide array of measures that would directly and indirectly result in reduction of GHG emissions from the Business as Usual Scenario (California Building Code). The mandatory measures that are applicable to nonresidential projects include site selection, energy efficiency, water efficiency, materials conservation and resource efficiency, and environmental quality measures.	**Compliant.** The project would be required to adhere to the nonresidential mandatory measures as required by the Cal Green Code.
Energy Efficiency Measures	
Energy Efficiency. Maximize energy efficiency building and appliance standards, and pursue additional efficiency efforts including new technologies, and new policy and implementation mechanisms. Pursue comparable investment in energy efficiency from all retail providers of electricity in California (including both investor-owned and publicly owned	**Compliant with Mitigation Incorporated.** The proposed project will comply with the updated Title 24 standards, including the new 2010 California Building Code (CBC), for building construction if any building interior improvements are required. In addition, the project would be required to comply with the requirements of Minimization Measure GCC-1,

Table 4.3.C: Project Compliance with Greenhouse Gas Emission Reduction Strategies

Strategy	Project Compliance
utilities).	identified later, including measures to incorporate energy efficient building design features.
Renewables Portfolio Standard. Achieve a 33 percent renewable energy mix statewide.	
Green Building Strategy. Expand the use of green building practices to reduce the carbon footprint of California's new and existing inventory of buildings.	
Water Conservation and Efficiency Measures	
Water Use Efficiency. Continue efficiency programs and use cleaner energy sources to move and treat water. Approximately 19 percent of all electricity, 30 percent of all natural gas, and 88 million gallons of diesel are used to convey, treat, distribute and use water and wastewater. Increasing the efficiency of water transport and reducing water use would reduce GHG emissions.	**Compliant with Mitigation Incorporated.** The project would be required to comply with the requirements of Minimization Measure GCC-1, identified later, including measures to increase water use efficiency.
Solid Waste Reduction Measures	
Increase Waste Diversion, Composting, and Commercial Recycling, and Move Toward Zero-Waste. Increase waste diversion from landfills beyond the 50 percent mandate to provide for additional recovery of recyclable materials. Composting and commercial recycling could have substantial GHG reduction benefits. In the long term, zero waste policies that would require manufacturers to design products to be fully recyclable may be necessary.	**Compliant with Mitigation Incorporated.** Data available from the California Integrated Waste Management Board (CIWMB) indicates that the City of Moreno Valley has not achieved the 50 percent diversion rate. The proposed project would be required to comply with Mitigation Measure **4.3.6.1B**, identified later, including measures to increase solid waste diversion and recycling.
Transportation and Motor Vehicle Measures	
Vehicle Climate Change Standards. AB 1493 (Pavley) required the State to develop and adopt regulations that achieve the maximum feasible and cost effective reduction of GHG emissions from passenger vehicles and light-duty trucks. Regulations were adopted by the ARB in September 2004.	**Compliant.** The project does not involve the manufacture of vehicles. However, vehicles that are purchased and used within the project site would comply with any vehicle and fuel standards that the ARB adopts.
Light-Duty Vehicle Efficiency Measures. Implement additional measures that could reduce light-duty GHG emissions. For example, measures to ensure that tires are properly inflated can both reduce GHG emissions and improve fuel efficiency.	
Adopt Heavy- and Medium-Duty Fuel and Engine Efficiency Measures. Regulations to require retrofits to improve the fuel efficiency of heavy-duty trucks that could include devices that reduce aerodynamic drag and rolling resistance. This measure could also include hybridization and increased engine efficiency of vehicles.	
Low Carbon Fuel Standard. ARB identified this measure as a Discrete Early Action Measure. This measure would reduce the carbon intensity of California's transportation fuels by at least 10 percent by 2020.	
Regional Transportation-Related Greenhouse Gas Targets. Develop regional GHG emissions reduction targets for passenger vehicles. Local governments will play a significant role in the regional planning process to reach passenger vehicle GHG emissions reduction	**Compliant.** Specific regional emission targets for transportation emissions do not directly apply to this project; regional GHG reduction target development is outside the scope of this project. The project will comply with any plans developed by the City.

Table 4.3.C: Project Compliance with Greenhouse Gas Emission Reduction Strategies

Strategy	Project Compliance
targets. Local governments have the ability to directly influence both the siting and design of new residential and commercial developments in a way that reduces GHGs associated with vehicle travel.	
Measures to Reduce High Global Warming Potential (GWP) Gases. ARB has identified Discrete Early Action measures to reduce GHG emissions from the refrigerants used in car air conditioners, semiconductor manufacturing, and consumer products. ARB has also identified potential reduction opportunities for future commercial and industrial refrigeration, changing the refrigerants used in auto air conditioning systems, and ensuring that existing car air conditioning systems do not leak.	**Compliant.** New products used or serviced on the project site (after implementation of the reduction of GHG gases) would comply with future ARB rules and regulations.

Source: LSA Associates, Inc., December 2011.
AB = Assembly Bill
ARB = California Air Resources Board
GHG = greenhouse gas

As previously identified, implementation of the proposed project could result in the development an approximately 1,616,133 square foot distribution warehouse. The proposed project includes a variety of physical attributes and operational programs that would generally contribute to a reduction in operational-source pollutant emissions including GHG emissions. As identified in Table 4.3.C, future development that would occur under the proposed project would be consistent with greenhouse gas emission reduction strategies and policies. The project would implement appropriate GHG reduction strategies and would ensure that it does not conflict with or impede implementation of reduction goals identified in AB 32, Governor's Executive Order S-3-05, and other strategies to help reduce GHGs to the level proposed by the Governor. In addition, the project would also be subject to all applicable regulatory requirements, which would also reduce the GHG emissions of the project. Therefore, the proposed project would not conflict with any applicable plan, program, policy, or regulation related to the reduction of GHG emissions. Impacts are considered less than significant.

4.3.6 Significant Impacts

The following impact was determined to be potentially significant and mitigation measures have been recommended to reduce the significance of the identified impact.

4.3.6.1 Greenhouse Gas Emissions

Impact 4.3.6.1: *Implementation of the proposed project may have the potential to emit GHG emissions in excess of interim thresholds.*

Threshold	Would the proposed project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Future development that could occur within the proposed project site could generate GHG emissions during construction and operation activities. It is anticipated that the majority of energy consumption (and associated generation of GHG emissions) would occur during the project's operation (as opposed to its construction). Typically, more than 80 percent of the total energy consumption takes place during the use of buildings and less than 20 percent is consumed during construction.[1] As of

[1] United Nations Environment Programme (UNEP), 2007. *Buildings and Climate Change: Status, Challenges and Opportunities*, Paris, France.

yet, there is no study that quantitatively assesses all of the GHG emissions associated with each phase of the construction and use of an individual development.

The following activities are associated with the proposed project and could directly or indirectly contribute to the generation of GHG emissions:

- **Removal of Vegetation:** The net removal of vegetation for construction results in a loss of the carbon sequestration in plants. However, planting of additional vegetation would result in additional carbon sequestration and would lower the carbon footprint of the project.
- **Construction Activities:** During construction of the project, GHGs would be emitted through the operation of construction equipment and from worker and builder supply vendor vehicles, each of which typically uses fossil-based fuels to operate. The combustion of fossil-based fuels creates GHGs such as CO_2, CH_4, and N_2O. Furthermore, CH_4 is emitted during the fueling of heavy equipment.
- **Gas, Electric, and Water Use:** Natural gas use results in the emissions of two GHGs: CH_4 (the major component of natural gas) and CO_2 from the combustion of natural gas. Electricity use can result in GHG production if the electricity is generated by combusting fossil fuel. California's water conveyance system is energy-intensive. Preliminary estimates indicate that the total energy used to pump and treat this water exceeds 6.5 percent of the total electricity used in the State per year.[1]
- **Solid Waste Disposal:** Solid waste generated by the project could contribute to GHG emissions in a variety of ways. Landfilling and other methods of disposal use energy for transporting and managing the waste, and they produce additional GHGs to varying degrees. Landfilling, the most common waste management practice, results in the release of CH_4 from the anaerobic decomposition of organic materials. CH_4 is 25 times more potent than CO_2. However, landfill CH_4 can also be a source of energy. In addition, many materials in landfills do not decompose fully, and the carbon that remains is sequestered in the landfill and not released into the atmosphere.
- **Motor Vehicle Use:** Transportation associated with the proposed project would result in GHG emissions from the combustion of fossil fuels in daily automobile and truck trips.

The proposed project was analyzed for the potential construction of the project's proposed land uses, water, sewer, and drainage infrastructure, and roadways. Implementation of the proposed project would result in the development of a 1,616,133 square foot distribution warehouse building. Table 4.3.D provides the GHG emissions that could be generated during construction activities on the project site.

Table 4.3.D: Short-Term Regional GHG Construction Emissions

Construction Phase	Total Regional Pollutant Emissions, lbs/day					
	Bio-CO_2	NBio-CO_2	Total -CO_2	CH_4	N_2O	CO_2e
Site Preparation	0	56,000	56,000	2.4	0	56,000
Grading	0	38,000	38,000	1.9	0	38,000
Building Construction	0	19,000	19,000	1.1	0	19,000
Architectural Coating	0	3,100	3,100	0.51	0	3,100
Paving 0		1,700	1,700	0.12	0	1,700

Bio-CO_2 = biologically generated CO_2
CH_4 = methane
CO_2 = carbon dioxide
Source: LSA Associates, Inc., December 2011.
NBio-CO_2 = non-biologically generated CO_2
CO_2e = carbon dioxide equivalent
N_2O = nitrous oxide

[1] California Energy Commission (CEC), 2004. *Water Energy Use in California* (online information sheet) Sacramento, CA, August 24. Website: energy.ca.gov/pier/iaw/industry/water.html. Accessed July 24, 2007.

GHG emissions that could be generated on the proposed project site would occur over the short term from construction activities, consisting primarily of emissions from equipment exhaust. There would also be long-term regional emissions associated with project-related vehicular trips and stationary source emissions, such as natural gas used for heating. Preliminary guidance from OPR and recent letters from the Attorney General critical of CEQA documents that have taken different approaches indicate that lead agencies should calculate, or estimate, emissions from vehicular traffic, energy consumption, water conveyance and treatment, waste generation, and construction activities. The calculation presented below in Table 4.3.E, includes operational emissions in terms of CO_2 and annual carbon dioxide equivalent (CO_2e) GHG emissions from increased energy consumption, water usage, solid waste disposal, and estimated GHG emissions from vehicular traffic that could result from the development of the project site. Calculations and model run sheets for greenhouse gas emissions are provided in Appendix D of this EIR.

Table 4.3.E: Long-Term Regional GHG Operational Emissions

Construction Phase	Total Regional Pollutant Emissions, lbs/day					
	Bio-CO_2	NBio-CO_2	Total - CO_2	CH_4	N_2O	CO_2e
Construction emissions amortized over 30 years	0	95 95		0.0063	0	95
Area 0		0	0	0	0	0
Energy 0		1,500	1,500 0.06		0.03	1,500
Mobile 0		34,000	34,000	1.1	0	34,000
Waste 3,500		0	3,500	210	0	7,900
Water 0		63	63	0.25	0.01	71
Total Project Emissions	**3,500**	**35,658**	**39,158**	**211.47**	**0.04**	**43,566**

Bio-CO_2 = biologically generated CO_2
CH_4 = methane
CO_2 = carbon dioxide
NBio-CO_2 = non-biologically generated CO_2
CO_2e = carbon dioxide equivalent
N_2O = nitrous oxide
Source: LSA Associates, Inc., July 2011.

As identified in Table 4.3.E, the proposed project would produce approximately 44,000 metric tpy of CO_2e, which is 0.044 MM TCO_2e/yr. This includes the short-term construction emissions amortized over 30 years, as directed by the SCAQMD. As a comparison, the existing emissions from the entire Southern California Association of Governments (SCAG) region are estimated to be approximately 176.79 $MMTCO_2e$/yr and approximately 478 $MMTCO_2e$/yr for the entire State.

Area sources of GHG emissions include carpet systems, resilient flooring, composite wood, consumer products, and landscaping. The project would not result in measurably increased GHG emissions from area sources due to the anticipated light use of consumer products and landscaping.

Buildings represent 39 percent of the United States' primary energy usage and 70 percent of electricity consumption. The proposed project would increase the demand for electricity and natural gas due to the increased building area. The project would indirectly result in increased GHG emissions from off-site electricity generation at power plants and on-site natural gas consumption (1,500 metric tons of CO_2e/year).

Mobile sources (vehicle trips and associated miles traveled) are the largest source of GHG emissions in California and represent approximately 38 percent of annual CO_2 emissions generated in the State. Like most land use development projects, vehicle miles traveled (VMT) is the most direct indicator of CO_2 emissions from the proposed project, and associated CO_2 emissions function as the best indicator of total GHG emissions. The emissions from vehicle exhaust would comprise approximately 77 percent of the project's total CO_2e emissions. The emissions from vehicle exhaust are controlled by the State and federal governments and are outside the control of the City.

The proposed project would also generate solid waste during the operation phase of the project. The project would indirectly result in increased GHG emissions from solid waste treatment at treatment plants (7,900 metric tons of CO_2e/year).

Water-related energy use consumes 19 percent of California's electricity every year. Energy use and related GHG emissions are based on electricity used for water supply and conveyance, water treatment, water distribution, and wastewater treatment (1.3 metric tons of CO_2e/year). The project would comply with provisions of the California Green Building Code and would install water efficient fixtures such that it would experience reduction of indoor potable water use by 20 percent from what is required in the California Buildings Standards Code. In addition, the outdoor water use would be monitored by irrigation controls as prescribed in the Cal Green Building Code. The project would indirectly result in increased GHG emissions from water transport and treatment (71 metric tons of CO_2e/year).

The project will comply with existing State and federal regulations regarding the energy efficiency of buildings, appliances, and lighting, which will reduce the project's electricity demand compared to older buildings. The warehouse building will be built in compliance with the new 2010 California Building Code (CBC) to improve public health, safety, and general welfare by enhancing the design and construction of buildings through the use of building concepts having a positive environmental impact and encouraging sustainable construction practices.

Comparing the proposed project to the SCAQMD tiered interim GHG significance criteria; it is not exempt as described in Tier 1. Considering the Tier 2 criteria, the levels of GHG emissions shown in Table 4.3.E, at approximately 0.009 percent of the State GHG emissions, are unlikely to result in GHG emission levels that would substantially conflict with implementation of the GHG reduction goals under AB 32 or other State regulations. The CAT and the ARB have developed several reports to achieve the Governor's GHG targets that rely on voluntary actions of California businesses, local government and community groups, and State incentive and regulatory programs. These include the CAT's 2006 "*Report to Governor Schwarzenegger and the Legislature*," ARB's 2007 "*Expanded List of Early Action Measures to Reduce Greenhouse Gas Emissions in California,*" and ARB's "*Climate Change Proposed Scoping Plan: a Framework for Change.*"

The reports identify strategies to reduce California's emissions to the levels proposed in EO S-3-05 and AB 32 that are applicable to the proposed project. The Proposed Scoping Plan is the most recent document, and the strategies included in the Scoping Plan that apply to the project are contained in Table 4.3.C, which also summarizes the extent to which the project would comply with the strategies to help California reach the emission reduction targets. Thus, this project complies with Tier 2 of the SCAQMD tiered interim GHG significance thresholds.

With implementation of these strategies/measures, the project's contribution to cumulative GHG emissions would be reduced. In order to ensure that the proposed project complies with and would not conflict with or impede the implementation of reduction goals identified in AB 32, the Governor's EO S-3-05, and other strategies to help reduce GHGs to the level proposed by the Governor, **Mitigation Measures 4.3.6.1A** through **4.3.6.1C** will be implemented. Many of the individual elements of this measure are already included as part of the proposed project or are required as part of project specific mitigation measures.

Mitigation Measures. Previously referenced **Mitigation Measures 4.2.6.3A** and **4.2.6.3B** were introduced to reduce project air pollution emissions. These measures will also reduce the project's greenhouse gas emissions. To ensure that the proposed project's emissions of GHG are reduced to a less than significant level, the following additional mitigation measures shall be implemented.

4.3.6.1A Prior to the issuance of building permits, the project applicant shall provide evidence to the City of Moreno Valley that building features have been incorporated in building plans

as required by Title 24 of the California Code of Regulations. These features include but are not limited to the following:

- Exterior windows shall utilize window treatments for efficient energy conservation.
- Per CALGreen Code requirements, water-efficient fixtures and appliances, including but not limited to low-flow faucets, dual-flush toilets minimizing water consumption by 20 percent from the Building Standards Code baseline water consumption shall be used.
- Per CALGreen Code requirements, a Commissioning Plan shall be prepared and all building systems (e.g., heating, ventilation, and air-conditioning [HVAC], irrigation systems, lighting, water heating) shall be commissioned by the Commissioning Authority.
- Per CALGreen Code, restrict watering methods (e.g., prohibit systems that apply water to non-vegetated surfaces) and control runoff.

4.3.6.1B Prior to the issuance of building permits, the project applicant shall provide evidence to the City of Moreno Valley that the following measures have been be incorporated into the design and construction of the project:

- Use locally produced and/or manufactured building materials for at least 10 percent of the construction materials used for the project.
- Use "Green Building Materials," such as those materials that are resource efficient, and recycled and manufactured in an environmentally friendly way, for at least 10 percent of the project.
- Limit unnecessary idling of construction equipment. A reduction in equipment idling would reduce fuel consumption, and therefore, GHG emissions.
- Maximize the use of electricity from the power grid by replacing diesel- or gasoline-powered equipment. This would reduce GHG emissions because electricity can be produced more efficiently at centralized power plants.
- Design the project building to exceed the California Building Code's (CBC) Title 24 energy standard, including, but not limited to, any combination of the following:
  - Increase insulation such that heat transfer and thermal bridging is minimized.
  - Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption.
  - Incorporate ENERGY STAR or better rated windows, space heating and cooling equipment, light fixtures, appliances, or other applicable electrical equipment.
- Provide a landscape and development plan for the project that takes advantage of shade, prevailing winds, and landscaping.
- Install efficient lighting and lighting control systems. Use daylight as an integral part of the lighting systems in buildings.
- Install light-colored "cool" roof and cool pavements.
- Install energy-efficient heating and cooling systems, appliances and equipment, and control systems.
- Install solar or light-emitting diodes (LEDs) for outdoor lighting.

4.3.6.1C Prior to the issuance of occupancy permits, the project applicant shall provide evidence to the City of Moreno Valley that the following measures have been be incorporated into the operation of the project:

- The project applicant shall use less than 3,900 Global Warming Potential (GWP) hydrofluorocarbon (HCF) refrigerants or natural refrigerants (ammonia, propane, carbon dioxide [CO_2]) for refrigeration and fire suppression equipment.
- Provide vegetative or man-made exterior wall shading devices for east-, south-, and west facing walls with windows.
- Devise a comprehensive water conservation strategy appropriate for the project and its location. The strategy may include the following, plus other innovative measures that may be appropriate:
  - Install drought tolerant plants for landscaping.
  - Use reclaimed water for landscape irrigation within the project. Install the infrastructure to deliver and use reclaimed water.
  - Install water-efficient irrigations systems, such as weather-based and soil-moisture-based irrigation controllers and sensors for landscaping according to the California Department of Water Resources Model Efficient Landscape Ordinance.
- Provide employee education about reducing waste and available recycling services.

Level of Significance After Mitigation. The mitigation measures identified above would contribute to a reduction in GHG emissions from energy, mobile, and water usage sources. With implementation of the identified mitigation measures, the proposed project's GHG emissions are reduced. As described above, project-related GHG emissions are not confined to a particular air basin but are dispersed worldwide. Consequently, it is speculative to determine how project-related GHG emissions would contribute to global climate change and how global climate change may impact the State. Therefore, project-related GHG emissions are not project-specific impacts to global warming but are instead the project's contribution to this cumulative impact. As stated previously, project-related GHG emissions and their contribution to global climate change impacts in the State are less than significant and less than cumulatively considerable because: (1) the project's impacts alone would not cause or significantly contribute to global climate change, and (2) the project has no substantial effect on consumption of fuels or other energy resources, especially fossil fuels that contribute to GHG emissions when consumed.

4.3.7 Cumulative Impacts

Given the findings of AB 32, of SB 97, and the requirements of CEQA, the Lead Agency must determine whether a project will or will not have a cumulatively considerable contribution. Due to the lack of guidance for determining the significance of cumulative impacts to climate change from projects, and out of an overabundance of caution, the project has been evaluated to determine whether emissions of greenhouse gases have been minimized to the extent feasible with current technology and measures.

While it is not possible to determine whether the project individually will have a significant impact on global warming or climate change, it will contribute to cumulative GHG emissions in California. Cumulatively, the build out of the proposed project would contribute approximately 0.044 metric tons of CO_2e per year, which is 0.009 percent of California's existing total emissions for carbon dioxide, methane, and nitrous oxide (478 metric tons of CO_2e per year). The mitigation measures discussed above will likely reduce the project's emissions of greenhouse gases; however, without the necessary science and analytical tools, it is not possible to determine with certainty whether the project's emissions of greenhouse gases will be cumulatively considerable, within the meaning of *CEQA Guidelines* Sections 15065(a)(3) and 15130. The CARB is currently in the process of designing

regulations to monitor, limit, and ultimately reduce California GHG emissions but there are as yet no adopted standards for assessing the significance of cumulative impacts from projects.

Cumulatively, the emissions from electricity production would comprise approximately 3.4 percent of the project's total CO_2e emissions. Water usage and solid waste disposal emissions comprise approximately 18 percent of the project's total CO_2e emissions while the emissions from vehicle exhaust would comprise approximately 77 percent of the project's total CO_2e emissions. The emissions from vehicle exhaust are controlled by the State and Federal governments and are outside the control of the City. The remaining CO_2e emissions are primarily associated with building systems. The proposed project is required to comply with existing State and Federal regulations regarding the energy efficiency of buildings, appliances, and lighting, which would reduce the project's electricity demand. The new buildings constructed in accordance with current energy efficiency standards would be more energy efficient than older buildings.

With implementation of the strategies and programs described previously, the project is consistent with the strategies to reduce California's emissions to the levels proposed in Executive Order S-3-05. However, given the uncertainty of data and appropriate methodology to accurately analyze, and the inability to quantify the reduction achieved through implementation of strategies and programs previously identified, the proposed project's GHG emission contribution would result in a cumulative impact regarding global climate change and the cumulative impacts of the proposed project on global climate change are considered to be significant and unavoidable.

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4.4 NOISE

This analysis is intended to satisfy the City's requirements for a project-specific noise impact analysis by examining the short-term and long-term noise impacts of the proposed project on sensitive uses adjacent to the proposed project site and by evaluating the effectiveness of mitigation measures incorporated as part of the project design. This includes the potential for the proposed project to result in impacts associated with a substantial temporary and/or permanent increase in ambient noise levels in the vicinity of the project area; exposure of people to excessive noise levels, groundborne vibration, or groundborne noise levels. The analysis contained in this section is based on a comprehensive *Noise Impact Analysis* contained in Appendix E (LSA Associates, Inc., December 2011), which examines existing ambient noise conditions and project-related impacts.

4.4.1 Existing Setting

4.4.1.1 Background

Characteristics of Sound. Noise is usually defined as unwanted sound; it consists of any sound that may produce physiological or psychological damage and/or interfere with communication, work, rest, recreation, and sleep. To the human ear, sound has two significant characteristics: pitch and loudness. Pitch is generally an annoyance, while loudness can affect our ability to hear. The analysis of a project's noise impact defines the noise environment of the project area in terms of sound intensity and its effect on adjacent sensitive land uses.

Measurement of Sound. There are many ways to rate sound for various time periods. An appropriate rating of ambient noise[1] affecting humans accounts for the annoying effects of sound by penalizing noises that occur during quiet periods of time, such as late night/early morning, through weighted averaging metric. Single-event or peak noises are measured by a simple peak noise measurement. Equivalent continuous sound level (L_{eq}) is the total sound energy of time varying noise over a sample period. However, the predominant rating scales for human communities in the State of California are the L_{eq} and community noise equivalent level (CNEL) or the day-night average level (L_{dn}) based on A-weighted decibels (dBA). CNEL is the time varying noise over a 24-hour period, with a five dBA weighting factor applied to the hourly L_{eq} for noises occurring from 7:00 p.m. to 10:00 p.m. (defined as relaxation hours) and a 10 dBA weighting factor applied to noise occurring from 10:00 p.m. to 7:00 a.m. (defined as sleeping hours). L_{dn} is similar to the CNEL scale, but without the adjustment for events occurring during the evening hours. CNEL and L_{dn} are within one dBA of each other and are normally exchangeable.

Other noise rating scales of importance when assessing the annoyance factor include the maximum noise level (L_{max}), which is the highest exponential time averaged sound level that occurs during a stated time period. The noise environments discussed in this analysis for short-term noise impacts are specified in terms of maximum levels denoted by L_{max}, which reflects peak operating conditions and addresses the annoying aspects of intermittent noise. It is often used together with another noise scale, or noise standards in terms of percentile noise levels, in noise ordinances for enforcement purposes. For example, the L_{10} noise level represents the noise level exceeded 10 percent of the time during a stated period. The L_{50} noise level represents the median noise level. Half the time the noise level exceeds this level, and half the time it is less than this level. The L_{90} noise level represents the noise level exceeded 90 percent of the time and is considered the background noise level during a monitoring period. For a relatively constant noise source, the L_{eq} and L_{50} are approximately the same. Table 4.4.A defines noise measurements that are typically used in noise analyses.

[1] Ambient noise is the totality of noise in a given place and time; usually a composite of sounds from varying sources at varying distances. Ambient sounds generally range from 30 dBA (very quiet) to 100 dBA (very loud).

Table 4.4.A: Noise Measurement Definitions

Unit of Measurement		Description
dB	Decibel	Units for measuring the volume of sound, decibels are measured on a logarithmic scale, representing points on a sharply rising curve. For example, 10 decibels are 10 times more intense than one decibel and 20 decibels are 100 times more intense. A 10-decibel increase in sound level is perceived by the human ear as a doubling of the loudness of the sound.
dBA	A-Weighted Decibel	A sound pressure level that has been weighted to quantitatively reduce the effect of the high and low frequency noise. It was designed to approximate the response of the human ear to sound.
CNEL	Community Noise Equivalent Level	The CNEL value represents noise as measured by an A-weighted sound level. The metric includes a 4.8-decibel penalty during relaxation hours (7 p.m. to 10 p.m.) and a 10-decibel penalty for sleeping hours (10 p.m. to 7 a.m.). CNEL is similar to L_{dn} (which does not include the evening penalty).
L_{dn}	Day-Night Average Noise	The 24-hour average sound level, expressed in a single decibel rating, for the period from midnight to midnight obtained after the addition of a 10.0-decibel penalty to sound levels for the periods between 10 p.m. and 7 a.m.
L_{eq}	Equivalent Noise Level	Total sound energy of time-varying noise over a sample period.
L_{01}, L_{10}, L_{25}, L_{50}, L_{90}	Percentile Noise Exceedance Levels	The fast A-weighted noise levels that are equaled or exceeded by a fluctuating sound level 1 percent, 10 percent, 25 percent, 50 percent, and 90 percent of a stated time period.
L_{max}	Maximum Noise Level	L_{max} is the highest exponential time-averaged sound level that occurs during a stated time period. It reflects peak operating conditions and addresses the annoying aspects of intermittent noise.

Sound levels are generated from a source and their decibel level decreases as the distance from that source increases. Table 4.4.B describes attenuation levels of various types of noise sources.

Table 4.4.B: Attenuation Levels and Type of Noise Sources

Decrease in Sound for Each Doubling of Distance	Type of Noise Source	Description/Example
6.0 decibels	Single-point source	Stationary equipment
4.5 decibels	Line source	Highway traffic or railroad operations in a relatively flat environment with absorptive vegetation
3.0 decibels	Line source	Highway traffic or railroad operations in a hard site environment

Source: LSA Associates, Inc., *Noise Analysis*, *Moreno Valley Eucalyptus*, June 2008.

Definition of Noise. Noise impacts can be described in three categories:

- Audible (3.0 dB or greater);
- Potentially audible (between 1.0 and 3.0 dB); and
- Inaudible (less than 1.0 dB).

Audible noises are increases in noise levels noticeable to humans and generally refer to a change of 3.0 dB or greater, because this level has been found to be barely perceptible in exterior environments. Potentially audible refers to a change in the noise level between 1.0 and 3.0 dB, which is noticeable only in laboratory environments. Changes in noise levels of less than 1.0 dB are inaudible to the human ear. Only audible changes in existing ambient or background noise levels are

considered potentially significant. Therefore, a 3 dBA increase in long-term noise levels above existing ambient noise levels is used as a threshold of significant change in this noise analysis.

Fundamentals of Groundborne Vibration. Vibration refers to groundborne noise and perceptible motion. Groundborne vibration is almost exclusively a concern inside buildings and is rarely perceived as a problem outdoors, where the motion may be discernable. However, without the effects associated with the shaking of a building, there is less adverse reaction. Building vibration may be perceived by the occupants as motion of building surfaces, rattling of items on shelves or hanging on walls, or as a low-frequency rumbling noise. Building damage is not a factor for normal projects, with the occasional exception of blasting and pile driving during construction or mining. Annoyance from vibration often occurs when the vibration exceeds the threshold of perception by up to 10 decibels. This is an order of magnitude below the damage threshold for normal buildings.

Typical sources of groundborne vibration are construction activities (e.g., blasting, pile driving, and operating heavy-duty earthmoving equipment), steel-wheeled trains, and occasional traffic on rough roads. Problems with groundborne vibration and noise from these sources are usually localized to within about 100 feet of the vibration source, although there are examples of groundborne vibration causing interference out to distances greater than 200 feet, as described in the Federal Transit Administration (FTA) Transit Noise and Vibration Impact Assessment (FTA, May 2006). When roadways are smooth, vibration from traffic, even heavy trucks, is rarely perceptible.

Factors that influence groundborne vibration and noise include the following:

- Vibration Source: vehicle suspension, wheel types and condition, track/roadway surface, track support system, speed, transit structure, and depth of vibration source.
- Vibration Path: soil type, rock layers, soil layering, depth to water table, and frost depth.
- Vibration Receiver: foundation type, building construction, and acoustical absorption.

Among the factors listed above, there are significant differences in the vibration characteristics when the source is underground versus at ground surface. In addition, soil conditions are known to have a strong influence on the levels of groundborne vibration. Among the most important factors are the stiffness and internal damping of the soil and the depth to bedrock. Vibration propagation is more efficient in stiff clay soils than in loose sandy soils, and shallow rock seems to concentrate the vibration energy close to the surface and can result in groundborne vibration problems at a great distance from the track. Factors such as layering of the soil and depth to water table can have significant effects on the propagation of groundborne vibration. Soft, loose, sandy soils tend to attenuate more vibration energy than hard, rocky materials. Vibration propagation through groundwater is more efficient than through sandy soils.

4.4.1.2 Sensitive Land Uses in the Project Vicinity

Certain land uses are considered more sensitive to noise than others. Examples include residential areas, educational facilities, hospitals, childcare facilities, and senior housing. The nearest existing sensitive receptors in the vicinity of the project site are rural residential uses located along Nandina Avenue approximately 1,000 feet north of the project boundary. There are also residential uses approximately 0.77 mile (mi) southwest of the project site on the south side of Harley Knox/Oleander Avenue between Heacock Street and Patterson Avenue.

Existing Noise Environment. The project site is currently vacant land. The primary existing noise sources in the project area are transportation facilities. Primary transportation noise sources include vehicular traffic along Indian Street and Perris Boulevard. Aircraft operations from March Air Reserve

Base to the northwest of the project site contribute to high intermittent single-event noise levels. Based on the *Citizen's Brochure for the 452nd Air Mobility Wing Air Installation Compatible Use Zone Study* (AICUZ) for the March Air Reserve Base (August 2005), the project site is located outside of the 60 dBA CNEL noise contour from March Air Reserve Base.

Existing Traffic Noise Modeling. To document the existing environment, the Federal Highway Administration (FHWA) highway traffic noise prediction model (FHWA RD-77-108) was used to evaluate highway traffic-related noise conditions in the project vicinity. This model requires various parameters, including traffic volumes, vehicle mix, vehicle speed, and roadway geometry[1] to compute typical equivalent noise levels during daytime, evening, and nighttime hours. The noise impact analysis was conducted using the existing traffic volumes provided in the *Traffic Study* prepared for the proposed project (LSA Associates, Inc., December 2011). In addition, unlike the urban area where the ground is filled with pavement, the project site is located in a rural/suburban area where there is vacant land around the project vicinity. Empirical data show that such environment is best analyzed with the soft site propagation for noise. The traffic noise modeling in this noise study uses 4.5 dBA per doubling of the distance for the soft site sound propagation from a line source. The modeled 24-hour CNEL levels are identified in Table 4.4.C. The resultant noise levels are weighted and summed over 24-hour periods to determine the CNEL values. The primary existing noise sources in the project area are transportation facilities. Dominant noise sources at the project site are vehicle traffic from Indian Street and Perris Boulevard. Traffic noise in the project vicinity ranges from low (Nandina Avenue) to moderate (Indian Street and Oleander Avenue) to high (Perris Boulevard). As shown in Table 4.4.C, existing traffic noise along these roadway segments range from low to moderate to high.

Table 4.4.C: Existing Traffic Noise Levels

Roadway Segment	ADT	Centerline to 70 CNEL (feet)	Centerline to 65 CNEL (feet)	Centerline to 60 CNEL (feet)	CNEL (dBA) 50 Feet from Centerline of Outermost Lane
Perris Blvd. between Gentian Ave. and Iris Ave.	13,800	54	111	237	68.4
Perris Blvd. between Iris Ave. and Krameria Ave.	15,400	58	119	255	68.8
Perris Blvd. between Krameria Ave. and Nandina Ave.	15,200	57	118	253	68.8
Perris Blvd. between Nandina Ave. and Grove View Rd.	15,000	57	117	251	68.7
Perris Blvd. between Grove View Rd. and Oleander Ave.	15,500	58	120	256	68.9
Indian Ave. between Nandina Ave. and Grove View Rd.	5,600	< 50	51	109	64.4
Indian Ave. between Grove View Rd. and Oleander Ave.	5,600	< 50	51	109	64.4
Oleander Ave. west of I-15 Ramps	6,000	< 50	63	136	65.8
Oleander Ave. between I-15 Ramps and Indian Ave.	9,200	< 50	84	181	67.7
Oleander Ave. between Indian Ave. and Perris Blvd.	4,400	< 50	52	111	64.5

[1] Roadway geometry is defined as the lane configuration (number of through lanes and turn lanes) of two intersecting roads.

Table 4.4.C: Existing Traffic Noise Levels

Roadway Segment	ADT	Centerline to 70 CNEL (feet)	Centerline to 65 CNEL (feet)	Centerline to 60 CNEL (feet)	CNEL (dBA) 50 Feet from Centerline of Outermost Lane
Nandina Ave. between Indian Ave. and Perris Blvd.	590	< 50	< 50	< 50	54.6

ADT = Average Daily Trips CNEL = Community Noise Equivalent Level dBA = A-weighted decibel.
*Traffic noise within 50 feet of the roadway centerline should be evaluated with site-specific information.

Source: *Noise Impact Analysis,* City of Moreno Valley. LSA Associates, Inc. December 2011.

4.4.2 Existing Policies and Regulations

The applicable noise standards governing the project site are the criteria in the City of Moreno Valley General Plan Noise Element and Municipal Code (Noise Ordinance). The City's Noise Element of the General Plan is based on the County of Riverside Land Use Compatibility Chart for Community Noise and is adopted by reference. In addition, standards identified in the *California Noise Insulation Standards*[1] and the *State of California Vehicular Code*[2] are included below. The following sections list the General Plan policies and State standards relevant to noise for the proposed project.

4.4.2.1 City of Moreno Valley General Plan Policies

Chapter 9 of the *City of Moreno Valley General Plan*[3] defines goals, objectives, policies, and action items related to noise conditions in the City. The specific policies related to noise that are relevant to the proposed project are as follows:

Objective 2.5 Promote a mix of industrial uses which provide a sound and diversified economic base and ample employment opportunities for the citizens of Moreno Valley with the establishment of industrial activities that have good access to the regional transportation system, accommodate the personal needs of workers and business visitors; and which meets the service needs of local businesses.

Policy 2.5.3 Screen manufacturing and industrial uses where necessary to reduce glare, noise, dust, vibrations and unsightly views.

Objective 6.3 Provide noise compatible land use relationships by establishing noise standards utilized for design and siting purposes.

Policy 6.3.6 Building shall be limited in areas of sensitive receptors.

Objective 6.4 Review noise issues during the planning process and require noise attenuation measures to minimize acoustic impacts to existing and future surrounding land uses.

Policy 6.4.1 Site, landscape and architectural design features shall be encouraged to mitigate noise impacts for new developments, with a preference for noise barriers that avoid freeway sound barrier walls.

Objective 6.5 Minimize noise impacts from significant noise generators such as, but not limited to, motor vehicles, trains, aircraft, commercial, industrial, construction, and other activities.

1 California Code of Regulations, Title 24, Part 2, §3501, *California Noise Insulation Standards.*
2 Governor's Office of Planning and Research, *State of California General Plan Guidelines*, October 2003, pages 249 and 250.
3 *City of Moreno Valley General Plan*, City of Moreno Valley, adopted by City Council Resolution No. 2006-83, July 11, 2006.

Policy 6.5.1 New commercial and industrial activities (including the placement of mechanical equipment) shall be evaluated and designed to mitigate noise impacts on adjacent uses.

Policy 6.5.2 Construction activities shall be operated in a manner that limits noise impacts on surrounding uses.

The City's General Plan, Section 6.4, states that acceptable residential exterior noise standards are within 60–65 dBA CNEL, and acceptable residential interior noise standard is 45 dBA CNEL.

Moreno Valley Municipal Code. The *Moreno Valley Municipal Code*[1] describes the noise standards within the City. It states that noise will be measured with a sound level meter that meets the standards of the American National Standards Institute (ANSI) Section I.4-1983. All measurements of sound will be made by qualified officials of the City who are designated by the City Manager or designee to operate the apparatus used to make the measurements.

In addition, the following standards are listed in the *Moreno Valley Municipal Code* in Chapter 11.80.030 Prohibited Acts (Title 11). Sound level limits are established for both continuous and impulsive (momentary) sounds. The City prohibits grading activities between the hours of 8:00 p.m. and 7:00 a.m. and prohibits construction activities from 8:00 p.m. to 6:00 a.m. during the week and between 8:00 p.m. and 7:00 a.m. on weekends and holidays.

The City's Municipal Code, Section 8.14.040.E, specifies the hours of any construction within the City to occur only as follows: Monday through Friday (except for holidays that occur on weekdays), 6:00 a.m. to 8:00 p.m.; weekends and holidays (as observed by the City and described in Chapter 2.55 of the Municipal Code), 7:00 a.m. to 8:00 p.m., unless written approval is obtained from the City building official or City engineer. According to the City's Municipal Code ordinance 8.21.050, grading permit requirements, the hours are limited to between 7 am and 6 pm weekdays and 8 am to 4 pm on weekends and holidays.

The City's Municipal Code, Section 9.10.140, specifies that all commercial and industrial uses shall be operated so that noise created by any loudspeaker, bells, gongs, buzzers, or other noise attenuation or attracting devices shall not exceed 55 dBA at any one time beyond the boundaries of the property.

Chapter 11.80.030 of the City's Municipal Code also states:

> *Based on statistics from the Center for Disease Control and Prevention and the National Institute for Occupational Safety and Health, Table 1 and Table 1-A specify sound level limits which, if exceeded, will have a high probability of producing permanent hearing loss in anyone in the area where the sound levels are being exceeded. No sound shall be permitted within the City which exceeds the parameters set forth in Table 11.80.030-1* [Table 4.4.D] *and 11.80.030-1-A* [Table 4.4.E] *of this chapter.*
>
> *No person shall maintain, create, operate or cause to be operated on private property any source of sound in such a manner as to create any nonimpulsive sound which exceeds the limits set forth for the source land use category (as defined in Section 11.80.020) in Table 11.80.030-2* [Table 4.4.F] *when measured at a distance of two hundred (200) feet or more from the real property line of the source of the sound, if the sound occurs on privately owned property, or from the source of the sound, if the sound occurs on public right-of-way, public space or other publicly owned property. Any source of sound in violation of this subsection shall be deemed prima facie to be a noise disturbance.*

[1] *Moreno Valley Municipal Code*, City of Moreno Valley, current through Ordinance 761 and the February 2008 code supplement.

The following uses and activities shall be exempt from the sound level regulations except the maximum sound levels provided in Tables 11.80.030-1 [Table 4.4.D] *and 11.80.030-1A* [Table 4.4.E]*:*

1. *Sounds resulting from any authorized emergency vehicle when responding to an emergency call or acting in time of an emergency.*
2. *Sounds resulting from emergency work as defined in Section 11.80.020.*
3. *Any aircraft operated in conformity with, or pursuant to, federal law, federal air regulations and air traffic control instruction used pursuant to and within the duly adopted federal air regulations; and any aircraft operating under technical difficulties in any kind of distress, under emergency orders or air traffic control, or being operated pursuant to and subsequent to the declaration of an emergency under federal air regulations.*
4. *All sounds coming from the normal operations of interstate motor and rail carriers, to the extent that local regulation of sound levels of such vehicles has been preempted by the Noise Control Act of 1972 (42 U.S.C. § 4901 et seq.) or other applicable federal laws or regulations.*
5. *Sounds from the operation of motor vehicles, to the extent they are regulated by the California Vehicle Code.*
6. *Any constitutionally protected noncommercial speech or expression conducted within or upon any public right-of-way, public space or other publicly owned property constituting an open or a designated public forum in compliance with any applicable reasonable time, place and manner restriction on such speech or expression or otherwise pursuant to legal authority.*
7. *Sounds produced at otherwise lawful and permitted city-sponsored events, organized sporting events, school assemblies, school playground activities, by permitted fireworks, and by permitted parades on public right-of-way, public space, or other publicly owned property.*
8. *An event for which a temporary use permit or special event permit has been issued under other provisions of this code, where the provision of Section 11.80.010 are met, the permit granted expressly grants an exemption from specific standards contained in this chapter, and the permittee and all persons under the permitttee's reasonable control actually comply with all conditions of such permit. Violation of any condition of such permit related to sound or sound equipment shall be in violation of this chapter and punishable as such.*

Table 4.4.D: Maximum Continuous Sound Levels*

Duration Per Day Continuous Hours	Sound Level (dBA)
8	90
6	92
4	95
3	97
2	100
1.5	102
1	105
0.5	110
0.25	115

* When the daily sound exposure is composed of two or more periods of sound exposure at different levels, the combined effect of all such periods shall constitute a violation of this section if the sum of the percentage of allowed period of sound exposure at each level exceeds 100 percent.

Source: Chapter 11.80.030 Table 11.80.030-1, City of Moreno Valley Municipal Code, City of Moreno Valley.

Table 4.4.E: Maximum Impulsive Sound Levels

Number of Repetitions Per 24-Hour Period	Sound Level (dBA)
1	145
10	135
100	125

Source: Chapter 11.80.030 Table 11.80.030-1A, City of Moreno Valley Municipal Code, City of Moreno Valley.

Table 4.4.F: Maximum Sound Levels (in dBA) for Source Land Uses

Residential		Commercial	
Daytime	Nighttime	Daytime	Nighttime
60	55	65	60

Source: Chapter 11.80.030 Table 11.80.030-2, City of Moreno Valley Municipal Code, City of Moreno Valley.

4.4.2.2 State of California Vehicular Code

Recent studies have shown that the most objectionable feature of traffic noise is the sound produced by vehicles equipped with illegal or faulty exhaust systems. In addition, such vehicles are often operated in a manner that causes tire squeal and excessively loud exhaust noise. A number of California State vehicle noise regulations can be enforced by local authorities as well as the California Highway Patrol. These include § 23130, § 23130.5, § 27150, and § 38275 of the California Vehicle Code, as well as excessive speed laws, which may be applied to curtail traffic noise:

- § 23130 and § 23130.5 establish maximum noise emission limits for the operation of all motor vehicles at any time under any conditions of grade, load, acceleration, or deceleration.
- § 27150 requires motor vehicles to be equipped with an adequate muffler to prevent excessive noise.
- § 38275 requires off-highway motor vehicles to be equipped with an adequate muffler to prevent excessive noise.

The California Highway Patrol and the Department of Health Services (through local health departments) are available to aid local authorities in code enforcement and training pursuant to proper vehicle sound level measurements.

4.4.3 Methodology

Evaluation of noise impacts associated with the proposed project includes the following:

- Determination of the short-term construction noise impacts on off-site noise-sensitive uses;
- Determination of the long-term noise impacts, including vehicular traffic and stationary noise sources, on on-site and off-site noise-sensitive uses; and
- Determination of the required mitigation measures to reduce long-term noise impacts from all sources.

The proposed project includes the construction and operation of an approximately 1.6 million square-foot distribution warehouse. The noise analysis considers the noise effects of the warehouse distribution development on the existing residential development (sensitive receptors) in the vicinity of the proposed project site. The applicable noise standards governing the project site are the criteria in the City of Moreno Valley's *Noise Element of the General Plan* and *Municipal Code*.

4.4.4 Thresholds of Significance

A project would have a significant effect on the environment related to noise if it would substantially increase the ambient noise levels for adjoining areas or if it would conflict with adopted environmental plans and goals of the community in which it is located.

The applicable noise standards governing the project site are the criteria that are contained within the Noise Element of the *City of Moreno Valley General Plan* and the *Moreno Valley Municipal Code*. For this project, a noise impact is considered significant if the project would result in:

- Exposure of persons to or generation of noise levels in excess of standards established in the *City of Moreno Valley General Plan*, *Moreno Valley Municipal Code*, or applicable standards of other agencies;
- Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels;
- A substantial temporary, periodic, and/or permanent increase in ambient noise levels in the project vicinity above levels existing without the project;
- For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, expose people residing or working in the project area to excessive noise levels; and/or
- For a project within the vicinity of a private airstrip, expose people residing or working in the project area to excessive noise levels.

The standards within the *City of Moreno Valley General Plan* and *Moreno Valley Municipal Code* determine the acceptable noise environment for proposed project and its vicinity. The standards are as follows:

- Ensure through the design review process that exterior noise levels at commercial and industrial areas do not exceed 75 dBA CNEL.
- Consider the following uses noise-sensitive and discourage them in areas where exterior noise levels exceed 65 dBA CNEL unless measures are implemented that reduce the noise exposure below this level: single- and multiple-family residential uses, group homes, hospitals, schools and other learning institutions, and parks and open space areas where quiet is a basis for use.

4.4.5 No Impact/Less than Significant Impacts

The following impacts have been identified as having a less than significant impact or no impact on the environment with implementation of the proposed project.

4.4.5.1 Airport Noise Impacts

Threshold	For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, results in exposure of people residing or working in the project area to excessive noise levels. For a project within the vicinity of a private airstrip, expose people residing or working in the project area to excessive noise levels.

The nearest airport is the March Air Reserve Base, which is located approximately 0.75 mile northwest of the project site. The proposed project is not identified as being within the noise or safety

contours delineated for the March Air Reserve Base Airport.[1] While the proposed project is located within two miles of a public airport, the proposed project would not have the potential to expose people working on the project site to excessive noise levels from airport operations as the project site is located outside of the noise and safety contours of March Air Reserve Base. A less than significant impact would occur with implementation of the proposed project. Additionally, the proposed project site is not located within the vicinity of a private airstrip; therefore, no impact associated with this issue would occur and no mitigation is required.

4.4.5.2 Groundborne Vibration Impacts

Threshold:	Would the project result in exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?

Vibration refers to groundborne noise and perceptible motion. Typical sources of groundborne vibration are construction activities (e.g., blasting, pile driving, and operating heavy-duty earthmoving equipment), steel-wheeled trains, and occasional traffic on rough roads. Groundborne vibration is almost exclusively a concern inside buildings and is rarely perceived as a problem outdoors, where the motion may be discernable but without the accompanying effects (e.g., shaking of a building). Groundborne vibration is measured in terms of the velocity of the vibration oscillations. When groundborne vibration exceeds 0.1 inch per second (in/sec), it is generally perceived as annoying to building occupants. The degree of annoyance is dependent upon type of land use, individual sensitivity to vibration, and the frequency of the vibration events. Typically, vibration levels must exceed 0.2 in/sec before building damage occurs. Problems with groundborne vibration and noise are usually localized to areas within about 100 feet from the vibration source, although there are examples of groundborne vibration causing interference out to distances greater than 200 feet.

The project site is not located near steel-wheeled trains. Additionally, roadways in the project area are either paved or would be paved and would not result in traffic driving over rough roads. Construction activities for the project site do not include blasting or pile driving. The primary vibratory source during the construction of the proposed project would be large bulldozers. Based on published data, typical bulldozer activities generate an approximate vibration level of 0.089 in/sec at a distance of 25 feet. At the distance of the nearest residence to the project boundary (approximately 1,000 feet) the estimated vibration level would not be discernable. While heavy-duty earthmoving equipment would be used during the construction phase of the project, the level of vibration would not be excessive or permanent, nor would it exceed the level at which building damage typically occurs. Therefore, impacts from construction-related groundborne vibration construction would be less than significant and no mitigation is required.

4.4.5.3 Long-Term Traffic Noise Impacts

Threshold	Would the project result in a substantial temporary, periodic, and/or permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

Only audible changes in existing ambient or background noise levels are considered potentially significant. It takes doubling of the traffic volume to have a 3 dB increase in traffic noise. Therefore, a 3 dBA increase in long-term noise levels above existing ambient noise levels is used as a threshold of significant change in this noise analysis.

The FHWA highway traffic noise prediction model (FHWA RD-77-108) was used to evaluate highway traffic-related noise conditions. The noise impact analysis was conducted using the future traffic

[1] *Figure 5.4-1 March Reserve Air Base Noise Impact Area*, City of Moreno Valley General Plan EIR, July 2006.

volumes provided in the *Traffic Study* (LSA Associates, Inc., December 2011). In addition, unlike the urban area where the ground is filled with pavement, the project site is located in a rural/suburban area where there is vacant land around the project vicinity. Empirical data show that such environment is best analyzed with the soft site propagation for noise. The traffic noise modeling in this noise study uses 4.5 dBA per doubling of the distance for the soft site sound propagation from a line source. The future Year (2013) with and without project scenarios average daily traffic (ADT) volumes on roadway segments in the project vicinity were used to conduct the traffic noise modeling. The existing ADT volumes in the area were taken from the *Traffic Study* prepared for the proposed project. The modeled 24-hour CNEL levels are presented in Tables 4.4.G and 4.4.H for the Opening (2013) Year scenarios. Standard vehicle mix for Southern California streets was used in this analysis. Background traffic volumes at study area intersections for Year 2013 Without Project Traffic scenario represent the existing (2008) conditions plus the ambient growth that is expected to occur by the time the proposed project is built. Ambient growth considers increasing the existing (2008) volumes by 10.4 percent (or 2% per year compounded over five years). Traffic volumes for the Opening Year (2013) With Project Traffic scenario considers the addition of traffic generated by the proposed project to the Year 2013 Without Project conditions. Traffic volumes for the Opening Year (2013) Cumulative Without Project Traffic scenario were developed from information concerning approved and pending projects in the project vicinity obtained from the City of Moreno Valley and added to the Year 2013 Without Project Traffic volumes. Traffic volumes for the Opening Year (2013) Cumulative With Project Traffic scenario considers the addition of traffic generated by the proposed project to the Year 2013 Cumulative Without Project Traffic volumes. Noise levels presented in Tables 4.4.G and 4.4.H represent the worst-case scenario, which assumes that no shielding is provided between the traffic and the location where the noise contours are drawn.

Table 4.4.G: Year 2013 Without Project Traffic Noise Levels

Roadway Segment	ADT	Centerline to 70 CNEL (feet)	Centerline to 65 CNEL (feet)	Centerline to 60 CNEL (feet)	CNEL (dBA) 50 Feet from Centerline of Outermost Lane
Perris Blvd. between Gentian Ave. and Iris Ave.	30,200	88	186	399	71.8
Perris Blvd. between Iris Ave. and Krameria Ave.	34,600	96	203	437	72.4
Perris Blvd. between Krameria Ave. and Nandina Ave.	35,400	97	206	443	72.5
Perris Blvd. between Nandina Ave. and Grove View Rd.	35,500	97	207	444	72.5
Perris Blvd. between Grove View Rd. and Oleander Ave.	36,000	98	209	448	72.5
Indian Ave. between Nandina Ave. and Grove View Rd.	11,800	< 50	83	179	67.6
Indian Ave. between Grove View Rd. and Oleander Ave.	11,800	< 50	83	179	67.6
Oleander Ave. west of I-15 Ramps	8,400	< 50	79	170	67.3
Oleander Ave. between I-15 Ramps and Indian Ave.	25,900	78	167	360	72.2

Table 4.4.G: Year 2013 Without Project Traffic Noise Levels

Roadway Segment	ADT	Centerline to 70 CNEL (feet)	Centerline to 65 CNEL (feet)	Centerline to 60 CNEL (feet)	CNEL (dBA) 50 Feet from Centerline of Outermost Lane
Oleander Ave. between Indian Ave. and Perris Blvd.	18,200	62	132	285	70.6
Nandina Ave. between Indian Ave. and Perris Blvd.	2,900	< 50	< 50	70	61.5

ADT = Average Daily Trips CNEL = Community Noise Equivalent Level dBA= A-weighted decibel.
*Traffic noise within 50 feet of the roadway centerline should be evaluated with site-specific information.

Source: *Noise Impact Analysis*, City of Moreno Valley. LSA Associates, Inc. December 2011.

Table 4.4.H: Year 2013 With Project Traffic Noise Levels

Roadway Segment	ADT	Centerline to 70 CNEL (feet)	Centerline to 65 CNEL (feet)	Centerline to 60 CNEL (feet)	CNEL (dBA) 50 Feet from Centerline of Outermost Lane	Increase CNEL (dBA) 50 Feet from Centerline of Outermost Lane
Perris Blvd. between Gentian Ave. and Iris Ave.	30,800	89	188	404	71.8	0.0
Perris Blvd. between Iris Ave. and Krameria Ave.	35,300	97	206	443	72.4	0.0
Perris Blvd. between Krameria Ave. and Nandina Ave.	36,100	98	209	449	72.5	0.0
Perris Blvd. between Nandina Ave. and Grove View Rd.	36,100	98	209	449	72.5	0.0
Perris Blvd. between Grove View Rd. and Oleander Ave.	36,600	99	211	453	72.6	0.1
Indian Ave. between Nandina Ave. and Grove View Rd.	13,000	< 50	89	191	68.0	0.4
Indian Ave. between Grove View Rd. and Oleander Ave.	13,900	< 50	93	200	68.3	0.7
Oleander Ave. west of I-15 Ramps	8,500	< 50	80	172	67.3	0.0
Oleander Ave. between I-15 Ramps and Indian Ave.	27,500	81	174	375	72.4	0.2
Oleander Ave. between Indian Ave. and Perris Blvd.	18,200	62	132	285	70.6	0.0
Nandina Ave. between Indian Ave. and Perris Blvd.	3,500	< 50	< 50	80	62.3	0.8

Table 4.4.H: Year 2013 With Project Traffic Noise Levels

Roadway Segment	ADT	Centerline to 70 CNEL (feet)	Centerline to 65 CNEL (feet)	Centerline to 60 CNEL (feet)	CNEL (dBA) 50 Feet from Centerline of Outermost Lane	Increase CNEL (dBA) 50 Feet from Centerline of Outermost Lane
Perris Blvd. between Gentian Ave. and Iris Ave.	30,800	89	188	404	71.8	0.0
Perris Blvd. between Iris Ave. and Krameria Ave.	35,300	97	206	443	72.4	0.0
Perris Blvd. between Krameria Ave. and Nandina Ave.	36,100	98	209	449	72.5	0.0
Perris Blvd. between Nandina Ave. and Grove View Rd.	36,100	98	209	449	72.5	0.0

ADT = Average Daily Trips CNEL = Community Noise Equivalent Level dBA= A-weighted decibel.
*Traffic noise within 50 feet of the roadway centerline should be evaluated with site-specific information.

Source: *Noise Impact Analysis,* City of Moreno Valley. LSA Associates, Inc. December 2011.

As presented in Table 4.4.G (2013 with Project), project-related traffic noise level increases would be 0.8 dBA or less along all roadway segments analyzed. Noise level increases within this range are small and are not perceptible by the human ear. Therefore, no significant traffic noise impacts would occur to off-site land uses with implementation of the proposed project. Table 4.4.G also shows that the proposed warehouse distribution center uses are not impacted by the 75 dBA CNEL noise contour from Indian Street (within 50 feet of the roadway centerline), Oleander Avenue (within 50 feet of the roadway centerline), or Perris Boulevard (98 feet from the roadway centerline). Therefore, noise levels at the on-site uses are below the City's 75 dBA CNEL noise standard for industrial uses. No significant noise impacts to on-site industrial uses would occur and no mitigation measures are required.

4.4.5.4 Long-Term Operational Noise Impacts

Threshold:	Would the project cause exposure of persons to or generation of noise levels in excess of standards established in the *City of Moreno Valley General Plan, Moreno Valley Municipal Code*, or applicable standards of other agencies?

Potential long-term stationary noise impacts would primarily be associated with operations at the proposed warehouse distribution center. The proposed on-site warehouse distribution center would generate noise from truck delivery, loading/unloading activities at the loading areas, and other noise-producing activities within the parking lot. These activities are potential point sources of noise that could affect noise-sensitive receptors adjacent to the loading areas and parking lots, such as the existing residential uses to the north of the project site.

The project site is adjacent to Perris Boulevard to the east, Indian Street to the west, Grove View Road to the north and the Perris Valley Storm Drain Lateral B forms the southern boundary of the project site. Other warehouse distribution uses are located on adjacent properties to the west, north, and east. The remaining parcels adjacent to the project site are vacant. The nearest existing sensitive receptors in the vicinity of the project site are rural residential uses located along Nandina Avenue approximately 1,000 feet north of the project boundary. There are also nonconforming residential

dwelling units within commercial and industrial uses on property zoned for commercial or industrial uses approximately 0.5 mile southwest of the project site on the south side of Oleander Avenue between Heacock Street and Patterson Avenue.

As indicated in the project's site plan (Figure 1.2), the proposed warehouse distribution use has loading docks on the north and south sides of the building, approximately 1,000 feet from the existing residences to the north. Noise associated with loading/unloading activities would potentially affect these existing residential uses. Other on-site, noise-producing activities may include traffic and activity within the parking lot (load talking, horn blowing, vehicle door slamming, truck idling, etc.).

As noise spreads from a source, it loses energy; therefore, the farther away the noise receiver is from the noise source, the lower the perceived noise level would be. Geometric spreading causes the sound level to attenuate or be reduced, resulting in a 6 dBA reduction in the noise level for each doubling of distance from a single-point source of noise, such as an idling truck, to the noise-sensitive receptor of concern. Although individual activity may generate relatively high and intermittent noise, when added to the typically lower ambient noise and averaged over a longer period of time, the cumulative noise level would be much lower and would be considered a less than significant impact.

Based on the preliminary site plan, the shortest distance (approximately 1,000 feet) from the existing residences to the nearest loading/unloading areas on the project site would result in a 26 dBA[1] noise attenuation (compared to the levels at 50 feet).

Truck Delivery and Loading and Unloading Noise. Delivery trucks for the proposed on-site warehouse distribution uses would result in a maximum noise similar to noise readings from loading and unloading activities for other warehouse distribution projects, which generates a noise level of approximately 75 dBA L_{max} at 50 feet and is used in this analysis. Based on the foregoing discussion, distance divergence of 1,000 feet provides 26 dBA noise attenuation; thus, loading/unloading noise at the proposed uses would be reduced to below 49 dBA L_{max}[2] at ground level of the nearest existing residences north of the project site. Based on the City's Municipal Code, Chapter 11.80.030, when measured at 200 feet or more from the real property line of the source of the sound (if the sound occurs on privately owned property as is the case here), the exterior noise standard is 60 dBA L_{max} during the day (8:00 a.m. to 10:00 p.m.) and 55 dBA L_{max} during the night (10:01 p.m. to 7:59 a.m.) for residential uses. This level of maximum noise levels is below the City's residential exterior noise standards of 60 dBA L_{max} during the day (8:00 a.m. to 10:00 p.m.) and the 55 dBA L_{max} standard during the night (10:01 p.m. to 7:59 a.m.). Although the typical truck unloading process takes an average of 15 to 20 minutes, this maximum intermittent noise level occurs in a much shorter period of time and would amount to less than a few minutes. This level of noise would be below the most stringent noise standard (55 dBA maximum noise standard at any time). Therefore, noise associated with loading and unloading activities at the loading areas associated with the proposed warehouse distribution uses would not result in noise levels exceeding the noise standards at the nearest residences to the north. Loading/unloading activities would not result in a significant noise impact at the nearest existing off-site residential uses and no mitigation is required.

Parking Lot Activity. Representative parking lot activities, such as conversing, doors slamming, engine startup, and slow-moving vehicles would generate approximately 60 to 70 dBA L_{max} at 50 feet. This level of noise is lower than that of the truck delivery and loading/unloading activities. With the noise attenuation effect from distance divergence (26 dBA noise attenuation) to the proposed on-site

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1 Based on the sound pressure level equation of L = 20 Log (Distance / Reference Distance); where L is the sound level (in dBA), the value of 20 is 20 µPa (Pascal) root mean squared or 20 units of pressure (usually considered the threshold of hearing), multiplied by the logarithm of the distance divided by the reference distance, thus (log [1,000 ft ÷ 50 ft] = 1.301; 1.301 × 20 = 26.02).

2 75 dBA L_{max} – 26 dBA L_{max} = 49 dBA L_{max}.

warehouse buildings, noise levels in the parking lots of the proposed warehouse distribution uses would be below 44 dBA L_{max} and would not be significant; therefore, no mitigation is required.

Heating, Ventilating, and Air Conditioning Equipment Noise. The proposed project would have rooftop heating, ventilating, and air conditioning (HVAC) equipment, as well as ground floor garbage compactors. Although no final design is available at this time for the type and location of the rooftop mechanical units, based on noise measurements conducted at a similar use, rooftop HVAC units generate noise levels of approximately 62 dBA at 50 feet. The closest noise-sensitive land uses are existing residences which are located approximately 1,000 feet to the north from the nearest potential on-site rooftop HVAC equipment location. With the effect of distance divergence, noise generated by HVAC equipment would be reduced by 26 dBA[1] at the closest residences when compared with the noise level measured at 50 feet. Additionally, the roof edge (parapet) creates a noise barrier that reduces noise levels from rooftop HVAC units by an additional 3 to 5 dBA or more for ground floor receptors. Because of the attenuation achieved, nearest residences located to the north of the project site would be exposed to an exterior noise level of 33 dBA L_{max}[2] or lower. This range of noise levels is substantially lower than traffic noise on roadways in the project vicinity and the truck movement and loading/unloading noise. Therefore, because the City's exterior noise standard of 60 dBA L_{dn}/CNEL for HVAC equipment in residential district (Planning and Zoning Code, Chapter 9.03.040) would not be exceeded at the nearest sensitive noise receptors, no significant noise impact resulting from the operation of rooftop HVAC equipment would occur and no mitigation is required.

Garbage Compactor Noise. Garbage compactors generate approximately 70 dBA L_{max} at 6 feet. It is assumed that two garbage compactors would be located at the loading docks on the north side of the proposed buildings nearest to the existing residences. These compactors would be located approximately 1,000 feet from the nearest residences located to the north of the project site. This distance provides approximately 44 dBA[3] in noise attenuation when compared to noise levels measured at 6 feet. With the effect of distance divergence, noise generated by garbage compactors would be reduced to 26 dBA L_{max}[4] or lower at the closest residences. Because the City's exterior noise standard of 60 dBA L_{max} during the day and 55 dBA L_{max} during the night would not be exceeded, no significant noise impacts from the on-site garbage compactors would occur. In the absence of any significant impact, no mitigation is required.

Other Potential On-Site Operational Noise Sources. It is anticipated that the proposed uses would have some sort of speaker system at the truck loading docks. As stated previously, the closest loading docks to the residential areas to the north are approximately 1,000 feet from these existing residences to the north. Typical loud speakers generate a sound level of 75 dBA L_{max} at 50 feet. With the distance attenuation of 26 dBA the speaker noise at the nearest residences will be at or below 49 dBA L_{max}[5]. This range of maximum noise levels is lower than the City's nighttime exterior noise standards of 55 dBA L_{max}[6] standard. Therefore, noise associated with loading dock speakers at the proposed warehouse buildings would not result in noise levels exceeding the typical daytime or nighttime noise standards at the nearest residences to the southeast and no mitigation measures are required.

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1 log [1,000 ft ÷ 50 ft] = 1.301; 1.301 × 20 = 26.02)

2 HVAC equipment generates a noise level of approximately 62 dBA L_{max} at 50 feet. Accounting for distance divergence (log [1,000 ft ÷ 50 ft] = 1.301; 1.301 × 20 = 26.02) and shielding (minimum of 3 dBA), 62 dBA L_{max} – 26 dBA L_{max} – 3 dBA L_{max} = 33 dBA L_{max}.

3 log [1,000 ft ÷ 6 ft] = 2.222; 2.222 × 20 = 44.44.

4 Garbage compactors generate a noise level of approximately 70 dBA L_{max} at 6 feet. Accounting for distance divergence (log [1,000 ft ÷ 6 ft] = 2.222; 2.222 × 20 = 44.44), 70 dBA L_{max} – 44 dBA L_{max} = 26 dBA L_{max}.

5 75 dBA L_{max} – 26 dBA L_{max}= 49 dBA L_{max}.

6 *Chapter 11.80.030 City of Moreno Valley Municipal Code*, City of Moreno Valley.

Interior Noise. The typical maximum allowable interior noise levels for residential uses are 45 dBA between 10:01 p.m. and 7:59 a.m. and 50 dBA between 8:00 a.m. and 10:00 p.m.[1] Typical southern California homes with windows open would achieve up to 12 dBA in exterior to interior noise reduction. When windows are closed, the noise attenuation increases to 24 dBA. Additionally, distance divergence of 1,000 feet provides 26 dBA of noise attenuation. Interior noise levels at the nearest residential homes to the north, attributable to loading/unloading activities from the nearest on-site loading areas, would be reduced to 37 dBA L_{max} with windows open[2] and to 25 dBA L_{max} with windows closed.[3] This range of noise level is compatible with or lower than typical household activity noise. Therefore, no significant interior noise impacts for the nearest sensitive receptors would occur and no mitigation is required.

4.4.6 Significant Impacts

4.4.6.1 Short-Term Construction Noise Impacts

Impact 4.4.6.1. *Noise levels from grading and other construction activities for the proposed project may range up to 65 dBA at the closest residences north of the project site for very limited times when construction occurs near the project's boundary. Construction-related noise impacts from the proposed project would be potentially significant.*

Threshold:	Would the project result in a substantial temporary, periodic, and/or permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

Two types of short-term noise impacts could occur during the construction of the proposed project. First, construction crew commutes and the transport of construction equipment and materials to the site for the proposed project would incrementally increase noise levels on access roads leading to the site. There would be a relatively high single-event noise exposure potential at a maximum level of 87 dBA L_{max} with trucks passing at 50 feet. However, the projected construction traffic would be small when compared with the existing traffic volumes on Indian Avenue, Perris Boulevard, and other affected streets. Furthermore, the proposed project's truck traffic will not travel on roadways adjacent to the existing residences as Nandina Avenue does not provide access to the project site. Therefore, short-term construction-related worker commutes and equipment transport noise impacts would be less than significant and no mitigation is required.

The second type of short-term noise impact is related to noise generated during excavation, grading, and building erection on the project site. Construction is completed in discrete steps, each of which has its own mix of equipment, and consequently, its own noise characteristics. These various sequential phases would change the character of the noise generated on the site, and therefore, the noise levels surrounding the site as construction progresses. Despite the variety in the type and size of construction equipment, similarities in the dominant noise sources and patterns of operation allow construction-related noise ranges to be categorized by work phase. Table 4.4.I lists typical construction equipment noise levels recommended for noise-impact assessments, based on a distance of 50 feet between the equipment and a noise receptor. Typical noise levels range up to 91 dBA L_{max} at 50 feet during the noisiest construction phases. The site preparation phase, which includes excavation and grading of the site, tends to generate the highest noise levels, because the noisiest construction equipment is earthmoving equipment. Earthmoving equipment includes excavating machinery such as backfillers, bulldozers, draglines, and front loaders. Earthmoving and compacting equipment includes compactors, scrapers, and graders. Typical operating cycles for these types of construction

1 *Model Community Noise Control Ordinance*, State of California, Department of Health, Office of Noise Control, 1977.

2 The loudest noise-generating use would come from loading/unloading activities. As previously identified, loading/unloading activities generate a noise level of approximately 75 dBA L_{max} at 50 feet. Accounting for distance divergence (log [1,000 ft ÷ 50 ft] = 1.301; 1.301 × 20 = 26.02); 75 dBA L_{max} – 26 dBA L_{max} – 12 dBA L_{max} = 37 dBA L_{max}.

3 75 dBA L_{max} – 26 dBA L_{max} – 24 dBA L_{max} = 25 dBA L_{max}.

equipment may involve one or two minutes of full-power operation followed by three to four minutes at lower power settings.

Table 4.4.I: Typical Construction Equipment Maximum Noise Levels

Type of Equipment	Range of Maximum Sound Levels Measured (dBA at 50 feet)	Suggested Maximum Sound Levels for Analysis (dBA at 50 feet)
Pile Drivers, 12,000 to 18,000 ft-lb/blow	81 to 96	93
Rock Drills	83 to 99	96
Jack Hammers	75 to 85	82
Pneumatic Tools	78 to 88	85
Pumps	74 to 84	80
Dozers	77 to 90	85
Tractors	83 to 91	80
Scrapers	83 to 94	87
Haul Trucks	79 to 86	88
Cranes	71 to 87	82
Portable Generators	75 to 82	80
Rollers	77 to 82	80
Front-End Loaders	77 to 90	86
Hydraulic Backhoe	81 to 90	86
Hydraulic Excavators	81 to 90	86
Graders	79 to 89	86
Air Compressors	76 to 89	86
Trucks	81 to 87	86

Source: Noise Control for Buildings and Manufacturing Plants, Bolt, Beranek & Newman, 1987

Construction of the proposed project is expected to require the use of scrapers, bulldozers, and water and pickup trucks. Based on the information in Table 4.4.I, the maximum noise level generated by each scraper on the proposed project site is assumed to be approximately 87 dBA L_{max} at 50 feet from the scraper. Each bulldozer would generate approximately 85 dBA L_{max} at 50 feet. The maximum noise level generated by water and pickup trucks is approximately 86 dBA L_{max} at 50 feet from these vehicles. Each doubling of the sound sources with equal strength increases the noise level by three (3) dBA. Assuming that each piece of construction equipment operates at some distance from the other equipment, the worst-case composite noise level during this phase of construction would be 91 dBA L_{max} at a distance of 50 feet from the active construction area.

The nearest noise-sensitive receptor locations to the project site are existing residences approximately 1,000 feet to the north. These nearest residents may be subject to short-term, intermittent, maximum noise reaching 65 dBA L_{max}, generated by construction activities on the project site. The ambient noise associated with vehicular traffic and industrial uses in the project area would mask the majority of the construction noise from the project site. No significant construction noise impacts would occur if construction of the proposed project would occur within the permitted hours of 6:00 a.m. to 8:00 p.m. of any working day, and within the permitted hours of 7:00 a.m. and 8:00 p.m. on Sundays and federal holidays. Compliance with the construction hours specified in the City's Municipal Code would result in construction noise impacts that are less than significant. While impacts would be considered less than significant as long as construction activities occur within the designated hours identified in the City's Municipal Code, mitigation measures have been identified to

reduce the noise levels that would expose nearby sensitive receptors to noise levels in excess of the City's noise standards.

Mitigation Measures. The following measures would reduce short-term construction-related noise impacts associated with the proposed project:

4.4.6.1A During all project site excavation and grading on site, the project contractor shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers consistent with manufacturers' standards.

4.4.6.1B The project contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest to the project site.

4.4.6.1C The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise-sensitive receptors nearest to the project site during all project construction.

4.4.6.1D During all project site construction activities, the construction contractor shall limit all construction-related activities that would result in high noise levels to between the hours of 6:00 a.m. and 8:00 p.m. on weekdays and between the hours of 7:00 a.m. to 8:00 p.m. on weekends and holidays, unless written approval is obtained from the City Building Official or City Engineer. For grading activity, the hours are limited to between 7:00 a.m. and 6:00 p.m. weekdays and 8:00 a.m. to 4:00 p.m. on weekends and holidays.

Level of Significance after Mitigation. With adherence to the City's designated construction hours and with implementation of the proposed mitigation measures, potential short-term construction noise impacts would be reduced below the level of significance.

4.4.7 Cumulative Impacts

The cumulative area for noise impacts is the City of Moreno Valley. Cumulative projects are identified in Chapter 2.0, Table 2.A and Figure 2.1. Implementation of the proposed project would result in the introduction of new noise sources and levels. Construction crew commutes and the transport of construction equipment, materials, and fill to the site for the proposed project would incrementally increase noise levels on access roads leading to the site. Secondary sources of noise would include noise generated during excavation, grading, and building erection on the project site. The net increase in project site noise levels generated by these activities and other sources has been quantitatively estimated and compared to the applicable noise standards and thresholds of significance. Although it is not possible to predict if contiguous properties may be constructed at the same time and create cumulative noise impacts that would be greater than if developed at separate times, it is unlikely that adjacent properties will be developed at the same time as the proposed project. However, in the unlikely event that adjacent properties are developed at the same time as the proposed project, implementation of the stated mitigation measures would render the cumulative impacts of the proposed project to less than significant levels. The noise analysis contained in this section also provides an assessment of on-site operational noise level impacts onto adjacent sensitive uses, both existing and future. Additionally, on-site operational noises are individual noise occurrences and are not additive in nature.

Cumulative traffic volumes were developed from the addition of traffic generated by approved and pending projects to opening year with project traffic volumes. Cumulative noise impacts associated with roadway noise have been addressed based on the cumulative traffic volumes. The increases over existing traffic volumes are attributable to cumulative development projects in the project vicinity and region. As indicated, the cumulative roadway noise (with project) assessment concludes that

noise levels along all roadway segments analyzed would not exceed baseline noise levels by 3 dBA or more. Comparing cumulative noise levels that would occur both with and without the project, the proposed project would not expose sensitive uses located adjacent to area roadways to excessive noise levels. As indicated, the future roadway noise assessment concludes that there will be no significant roadway noise impacts associated with cumulative project conditions. Therefore, there are no projects that would, in combination with the proposed project, produce significant noise impacts to sensitive land uses from on-site operational noise. Thus, no significant cumulative noise impacts would occur after implementation of the proposed mitigation measures.

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4.5 TRANSPORTATION AND TRAFFIC

This section analyzes the potential traffic and circulation impacts of the proposed project based on the *Traffic Study*,[1] which is included in its entirety as Appendix G to this EIR. This section examines the project's traffic impacts on the existing baseline and opening year (2013) cumulative traffic scenarios.

4.5.1 Existing Setting

4.5.1.1 Existing Traffic Controls and Intersection Geometrics

An inventory of the existing study area street system was conducted by LSA Associates, Inc. Existing study area locations are illustrated in Figure 4.5.1 and consist of 6 project driveways, and 12 off-site intersections (for a total of 18 study area intersections), and 6 adjacent roadway segments. The northern driveway on Perris Boulevard will be for emergency access only and therefore has not been evaluated in this analysis. In the project vicinity, existing Perris Boulevard is a divided six-lane arterial roadway and Indian Street is a divided major arterial roadway. In addition, for informational purposes and disclosure to California Department of Transportation (Caltrans), the 7 freeway segments along Interstate 215 (I-215) in the project vicinity were analyzed.

Study area intersections include the following:

- I-215 Southbound Ramps/Harley Knox Boulevard;
- I-215 Northbound Ramps/Harley Knox Boulevard;
- Indian Street/Nandina Avenue;
- Indian Street/Grove View Road;
- Indian Street/North Project Driveway;
- Indian Street/South Project Driveway;
- Indian Street/Harley Knox Boulevard;
- Perris Boulevard/Gentian Avenue;
- Perris Boulevard/Iris Avenue;
- Perris Boulevard/Krameria Avenue;
- Perris Boulevard/Nandina Avenue;
- Perris Boulevard/Grove View Road-Globe Street;
- Perris Boulevard/North Project Driveway;
- Perris Boulevard/South Project Driveway;
- Perris Boulevard/Harley Knox Boulevard;
- West Project Driveway/Grove View Road;
- Main Project Driveway/Grove View Road; and
- East Project Driveway/Grove View Road.

[1] *Traffic Study, VIP Moreno Valley, City of Moreno Valley, Riverside County, California*, prepared for Vogel Engineers, Inc., LSA Associates, Inc., April 2012.

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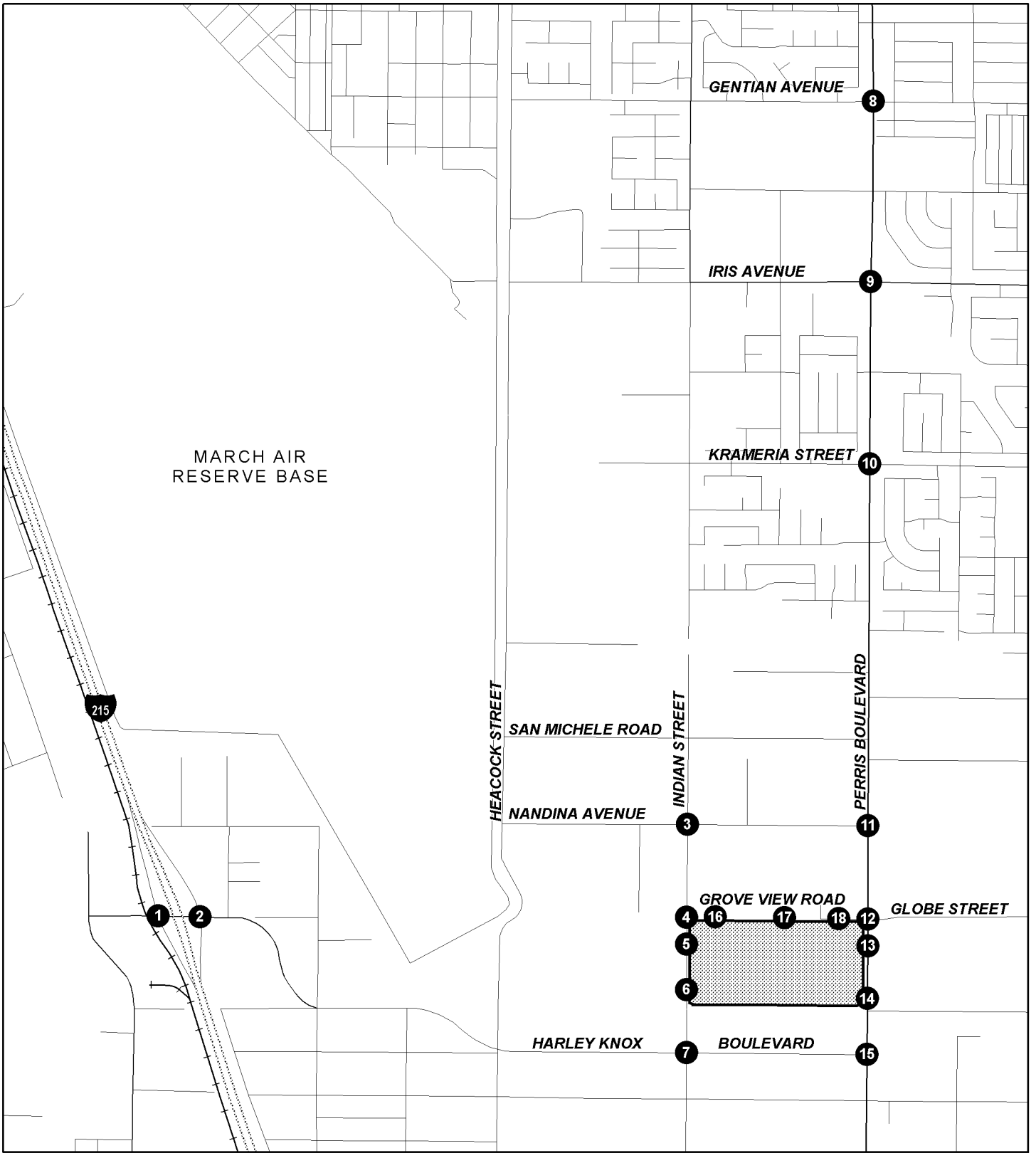

LSA

FIGURE 4.5.1

N

0 1,000 2,000
FEET

Project Location

Study Area Intersections

SOURCE: Thomas Bros., 2009

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VIP Moreno Valley
Environmental Impact Report

Study Area Intersections

Item No. E.2

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Study area roadway segments include the following:

- Nandina Avenue west of Indian Avenue;
- Harley Knox Boulevard west of Indian Avenue;
- Indian Street north of Grove View Road;
- Indian Street south of the south project driveway;
- Perris Boulevard north of Grove View Road; and
- Perris Boulevard south of the south project driveway.

Study area freeway segments include the following:

- Freeway segment north of Harley Knox Boulevard;
- Harley Knox Boulevard On-Ramp (merge area) at Northbound I-215;
- Freeway segment between Harley Knox Boulevard Ramps;
- Harley Knox Boulevard Off-Ramp (diverge area) at Northbound I-215;
- Freeway segment south of Harley Knox Boulevard;
- Harley Knox Boulevard Off-Ramp (diverge area) at Southbound I-215; and
- Harley Knox Boulevard On-Ramp (merge area) at Southbound I-215.

4.5.1.2 Existing Baseline Traffic Volumes

Existing traffic conditions for the study area intersections are based on a.m. and p.m. peak hour intersection turning movement counts collected by Counts Unlimited, Inc. in December 2007, with the exception of the intersection of Perris Boulevard/South Project Driveway. The intersection of Perris Boulevard/South Project Driveway was counted in May 2009 to document traffic from the Ross distribution center driveway, and was adjusted to reflect year 2007 conditions by matching the south leg approach and departure volumes with the north leg of Perris Boulevard/Harley Knox Boulevard. Count sheets are contained in the Traffic Study, included as Appendix G of this EIR. Since it has been four years since the 2007 counts, traffic counts were conducted for 3 locations near the project in 2011. However, since the 2011 counts were found to be lower than the 2007 counts due to reduced vehicular travel arguably caused by the current economic conditions, the 2007 counts were maintained to present a conservative approach for existing baseline traffic conditions. A comparison of the 2007 counts to the 2011 counts is included in Appendix G of this EIR.

Existing daily traffic volumes for the 6 study area roadway segments are based on daily counts collected by Counts Unlimited, Inc. in June 2009. For the 7 freeway segments, existing freeway segment bidirectional volumes are derived from the Annual Average Daily Traffic (AADT) volume data published by Caltrans in 2009.

Vehicle classification counts were conducted at the intersections of I-215 Southbound Ramps/Harley Knox Boulevard, I-215 Northbound Ramps/Harley Knox Boulevard, Indian Street/Nandina Avenue, Indian Street /Harley Knox Boulevard, Perris Boulevard/Gentian Avenue, Perris Boulevard/South Project Driveway, and Perris Boulevard/Harley Knox Boulevard. Based on recommendation from the City of Moreno Valley, Passenger Car Equivalent (PCE) volumes at these locations were computed using a PCE factor of 1.5 for 2-axle trucks, 2.0 for 3-axle trucks, and 3.0 for trucks with 4 or more axles. The percentage of trucks at intersections where classification counts were not conducted was determined based on percentage of trucks and average truck PCE at the nearest intersection with

classification counts. Detailed volume development worksheets are included in the Traffic Study (Appendix G).

The peak hour volumes for freeway segments are derived from a percentage of the bidirectional AADT known as the K factor multiplied by the percentage of peak hour travel in the peak direction known as the D factor. Based on Caltrans data, 7.9 percent (K factor) of AADT occurs in the a.m. peak hour with 63.3 percent (D factor) of the total traffic traveling southbound and 36.7 percent in the northbound direction. In addition, 7.4 percent of AADT occurs in the p.m. peak hour with 56.3 percent of the total traffic traveling southbound and 43.7 percent in the northbound direction.

4.5.1.3 Existing Intersection Levels of Service

Traffic Level of Service Definitions. Level of service (LOS) will be referred to frequently in this section. Roadway operations and the relationship between capacity and traffic volumes are generally expressed in LOS, which are defined using the letter grades A through F (Table 4.5.A) and reflect the reality that conditions rapidly deteriorate as traffic approaches a thoroughfare's absolute capacity.

LOS was used in the traffic study to determine adequate operation of each of the study intersections. These intersections were selected based on the City of Moreno Valley Public Works Department staff recommendations. The distribution of project trips was developed in consultation with City staff by examining the location of the proposed project trips in relation to the surrounding residential areas, as well as the regional roadway network, which follows current practice. The freeway segments on I-215 are under the jurisdiction of Caltrans; all study intersections on Harley Knox Boulevard are under the jurisdiction of the City of Perris; and all other study intersections are under the jurisdiction of the City of Moreno Valley.

Table 4.5.A: Traffic Level of Service (LOS) Definitions

LOS	Description
A	No approach phase is fully utilized by traffic and no vehicle waits longer than one red indication. The approach appears quite open, turns are made easily, and nearly all drivers find freedom of operation.
B	This service level represents stable operation, where an occasional approach phase is fully utilized and a substantial number approach full use. Many drivers begin to feel restricted within platoons of vehicles.
C	This level still represents stable operating conditions. Occasionally drivers may have to wait through more than one red signal indication, and backups may develop behind turning vehicles. Most drivers feel somewhat restricted, but not objectionably so.
D	This level encompasses a zone of increasing restriction approaching instability at the intersection. Delays to approaching vehicles may be substantial during short peaks within the peak period; however, enough cycles with lower demand occur to permit periodic clearance of developing queues, thus preventing excessive backups.
E	Capacity occurs at the upper end of this service level. It represents the most vehicles that any particular intersection approach can accommodate. Full utilization of every signal cycle is seldom attained no matter how great the demand.
F	This level describes forced flow operations at low speeds, where volumes exceed capacity. These conditions usually result from queues of vehicles backing up from a restriction downstream. Speeds are reduced substantially and stoppages may occur for short or long periods of time due to the congestion. In the extreme case, both speed and volume can drop to zero.

Source: *Highway Capacity Manual*, *Special Report 209*, Transportation Research Board, Washington, DC, 1985.

4.5.1.4 Level of Service Standards

Intersections on Harley Knox Boulevard are under the jurisdiction of the City of Perris, and all other study intersections are under the jurisdiction of the City of Moreno Valley. The City of Moreno Valley's

standard for peak hour intersection LOS and roadway segment LOS is either LOS C or LOS D, depending on the LOS defined for that roadway in the General Plan Circulation Element. The standard of LOS D applies to all City intersections and roadways analyzed in the traffic study conducted for the proposed project. The intersection and roadway level of service standard for the City of Perris is D. Caltrans considers acceptable LOS to be between LOS C and LOS D for all intersections under its jurisdiction; therefore, all signalized ramp terminus intersections on I-15 must operate with a weighted average delay of 45 seconds or less (representing the midpoint of the delay range for LOS D). If project traffic contributes to an existing or cumulative unsatisfactory LOS, it is considered a significant cumulative impact. Therefore, recommendation of circulation improvements is required for all intersections operating at LOS E or F. Any intersection operating below the relevant jurisdiction's level of service is considered an impact requiring mitigation. Table 4.5.B summarizes the level of service criteria for unsignalized and signalized intersections.

Table 4.5.B: Level of Service Criteria for Unsignalized and Signalized Intersections

Level of Service	Unsignalized Intersection Average Delay per Vehicle (seconds)	Signalized Intersection Average Delay per Vehicle (seconds)
A <	_ 10	≤ 10
B	> 10 and ≤ 15	> 10 and ≤ 20
C	> 15 and ≤ 25	> 20 and ≤ 35
D	> 25 and ≤ 35	> 35 and ≤ 55
E	> 35 and ≤ 50	> 55 and ≤ 80
F	> 50	> 80

Source: Transportation Research Board, *2000 Highway Capacity Manual*, *Intersection Level of Service Criteria*, December 2000.

As previously stated, the freeway segments on I-215 are under the jurisdiction of Caltrans. The level of service standard for freeway segments is LOS E. Any freeway segment operating below the level of service standard E is considered an impact requiring mitigation.

4.5.1.5 Baseline and Cumulative Traffic Scenarios

Existing baseline and cumulative peak hour traffic operations have been evaluated for both the a.m. and p.m. peak hours of traffic at the study area intersections. A level of service analysis was conducted to evaluate existing baseline and cumulative a.m. and p.m. peak hour traffic operations at the study area intersections. LOS is discussed in the following paragraphs for these two traffic analysis scenarios against which project impacts are compared:

- Existing setting baseline without the project; and,
- Opening year (2013) cumulative without the project.

Existing Setting Baseline. Existing traffic volumes at study area intersections are based on peak hour intersection turn movement counts. An intersection level of service analysis was conducted for existing conditions to determine current circulation system performance. As identified in Table 4.5.C, all study area intersections are currently operating at a satisfactory level of service (LOS D) or better.

A roadway segment level of service analysis was conducted for existing without project conditions to determine current roadway performance. Table 4.5.C summarizes the level of service analysis results. As shown in Table 4.5.C, the following roadway segments operate at unsatisfactory levels of service:

- Perris Boulevard north of Grove View Road (southbound); and

- Perris Boulevard south of South Project Driveway (northbound and southbound).

Table 4.5.C also summarizes the existing without project levels of service for freeway segments and ramp merge/diverge areas. As shown in Table 4.5.C, the following freeway segments and ramp merge/diverge areas operate at unsatisfactory levels of service:

- Harley Knox Boulevard Off-Ramp (diverge area) at Southbound I-215 (a.m. peak hour); and
- Harley Knox Boulevard On-Ramp (merge area) at Southbound I-215 (a.m. peak hour).

Opening Year (2013) Cumulative Without the Project. For the opening year (2013) cumulative scenario, information concerning approved and pending projects in the project vicinity was obtained from the City of Moreno Valley, City of Perris, County of Riverside, and March JPA and added to the year 2013 traffic volumes. From this information, 44 projects were identified that would interact with the proposed project and have potential impacts at the study intersections under year 2013 conditions. Trip generation for the approved and pending projects were calculated based on the rates published in the ITE *Trip Generation,* 8th Edition. As identified in Table 4.5.C, the following nine intersections were forecast to operate at unsatisfactory levels of service in opening year 2013 cumulative without the project:

- I-215 Southbound Ramps/Harley Knox Boulevard (a.m. and p.m. peak hours);
- I-215 Northbound Ramps/Harley Knox Boulevard (a.m. and p.m. peak hours);
- Indian Street/Harley Knox Boulevard (a.m. and p.m. peak hours);
- Perris Boulevard/Gentian Avenue (a.m. and p.m. peak hours);
- Perris Boulevard/Krameria Avenue (a.m. and p.m. peak hours);
- Perris Boulevard/Nandina Avenue (a.m. and p.m. peak hours);
- Perris Boulevard/Grove View Road (a.m. and p.m. peak hours);
- Perris Boulevard/South Project Driveway (a.m. and p.m. peak hours); and
- Perris Boulevard/Harley Knox Boulevard (a.m. and p.m. peak hours).

A roadway segment level of service analysis was conducted for the year 2013 cumulative without project conditions to determine projected roadway performance. Table 4.5.C summarizes the level of service analysis results. As shown in Table 4.5.C, the following three roadway segments are projected to operate at unsatisfactory levels of service:

- Harley Knox Boulevard west of Indian Street (eastbound and westbound);
- Perris Boulevard north of Grove View Road (southbound only); and
- Perris Boulevard south of South Project Driveway (northbound and southbound).

Table 4.5.C also summarizes the year 2013 cumulative without project levels of service for freeway segments and ramp merge/diverge areas and shows that the following freeway segments and ramp merge/diverge areas are projected to operate at unsatisfactory levels of service:

- Freeway segment north of Harley Knox Boulevard (a.m. peak hour);
- Harley Knox Boulevard Off-Ramp (diverge area) at Southbound I-215 (a.m. peak hour); and
- Harley Knox Boulevard On-Ramp (merge area) at Southbound I-215 (a.m. peak hour).

Table 4.5.C: Baseline and Cumulative Levels of Service Without Project

Location	Traffic Control/Type	Level of Service (LOS)			
		Existing		Opening Year (2013) Cumulative	
		AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour
Study Area Intersections					
I-215 Southbound Ramps/Harley Knox Boulevard	Signal	C	C	**F**	**F**
I-215 Northbound Ramps/Harley Knox Boulevard	Signal	C	B	**F**	**F**
Indian Street/Nandina Avenue	Signal	C	C	C	D
Indian Street/Grove View Road	TWSC	B	B	B	B
Indian Street/North Project Driveway	TWSC	*Future Intersection*		*Future Intersection*	
Indian Street/South Project Driveway	TWSC	*Future Intersection*		*Future Intersection*	
Indian Street/Harley Knox Boulevard	Signal	C	C	**F**	**F**
Perris Boulevard/Gentian Avenue	Signal	B	C	**F**	**F**
Perris Boulevard/Iris Avenue	Signal	**D**	**C**	**F**	**F**
Perris Boulevard/Krameria Avenue	Signal	C	**C**	**F**	**F**
Perris Boulevard/Nandina Avenue	Signal	B	B	**F**	**F**
Perris Boulevard/Grove View Road	Signal	B	B	**F**	**F**
Perris Boulevard/North Project Driveway	TWSC	*Future Intersection*		*Future Intersection*	
Perris Boulevard/South Project Driveway	Signal	A	A	**F**	**F**
Perris Boulevard/Harley Knox Boulevard	Signal	**B**	**B**	**F**	**F**
West Project Driveway/Grove View Road	TWSC	*Future Intersection*		*Future Intersection*	
Center Project Driveway/Grove View Road	TWSC	*Future Intersection*		*Future Intersection*	
East Project Driveway/Grove View Road	TWSC	*Future Intersection*		*Future Intersection*	
Study Area Roadway Segments					
Nandina Avenue west of Indian Street	NA	A	A	A	A
Harley Knox Boulevard west of Indian Street	NA	A	B	F	F
Indian Street north of Grove View Road	NA	A	A	D	D
Indian Street south of South Project Driveway	NA	A	A	E	F
Perris Boulevard north of Grove View Road	NA	A	F C		F
Perris Boulevard south of South Project Driveway	NA	F	F	F	F

Table 4.5.C: Baseline and Cumulative Levels of Service Without Project

Location	Traffic Control/Type	Level of Service (LOS)			
		Existing		Opening Year (2013) Cumulative	
		AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour
Study Area Freeway Segments and Ramps					
I-215 Northbound					
North of Harley Knox Boulevard	Basic	C	C	C	D
Harley Knox Boulevard On-Ramp (merge area)	1 Lane Off	C	C	D	D
Between Harley Knox Boulevard Ramps	Basic	B	B	C	C
Harley Knox Boulevard Off-Ramp (diverge area)	1 Lane On	C	C	D	D
South of Harley Knox Boulevard	Basic	C	C	C	D
I-215 Southbound					
North of Harley Knox Boulevard	Basic	E	D	F E	
Harley Knox Boulevard Off-Ramp (diverge area)	1 Lane Off	F D		F F	
Between Harley Knox Boulevard Ramps	Basic	E	D	E	D
Harley Knox Boulevard On-Ramp (merge area)	1 Lane On	F D		F D	
South of Harley Knox Boulevard	Basic	D	D	F	D

Shaded = Exceeds LOS standard; TWSC = Two Way Stop Control
Source: *Traffic Study, VIP Moreno Valley, City of Moreno Valley, City of Moreno Valley, Riverside County, California,* LSA Associates, Inc., April 2012, Appendix G of this EIR.

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4.5.2 Existing Policies and Regulations

The City of Moreno Valley's current General Plan was approved in July 2006. Goals and policies extracted from the Circulation Element are included in the current General Plan. The specific policies and recommendations of implementation of the General Plan that are relevant to the proposed project are as follows:

Circulation Element

Objective 5.1 Create a safe, efficient, and neighborhood-friendly street system.

Policy 5.1.1 Plan access and circulation of each development project to accommodate vehicles (including emergency vehicles and trash trucks), pedestrians, and bicycles.

Policy 5.1.2 Plan the circulation system to reduce conflicts between vehicular, pedestrian and bicycle traffic.

Policy 5.1.3 Require adequate off-street parking for all developments.

Policy 5.1.4 Driveway placement shall be designed for safety and to enhance circulation wherever possible.

Policy 5.1.5 Incorporate American Disability Act (ADA) and Title 24 requirements in roadway improvements as appropriate.

Policy 5.1.6 Design new developments to provide opportunity for access and circulation to future adjacent developments.

Objective 5.3 Maintain Level of Service (LOS) C on roadway links, wherever possible, and LOS D in the vicinity of SR 60 and high employment centers.

Policy 5.3.1 Obtain right-of-way and construct roadways in accordance with the designation shown on the General Plan Circulation Element Map and the City street improvement standards.

Policy 5.3.5 Ensure that new development pays a fair-share cost to provide local and regional transportation improvements and to mitigate cumulative traffic impacts. For this purpose, require new developments to participate in Transportation Uniform Mitigation Fee (TUMF), the Development Impact Fee Program (DIF), and any other applicable transportation fee programs and benefit assessment districts.

Policy 5.3.6 Where new developments would increase traffic flows beyond the LOS C (or LOS D, where applicable), require appropriate and feasible mitigation measures as a condition of approval. Such measures may include extra right-of-way and improvements to accommodate left-turn and right-turn lanes at intersections, or other improvements.

Policy 5.3.7 Provide consideration to projects that have overriding regional or local benefits that would be desirable even though the LOS standards cannot be met. These projects would be required to analyze traffic impacts and mitigate such impacts to the extent that it is deemed feasible.

Objective 5.5 Maximize efficiency of the local circulation system by using appropriate policies and standards to design, locate, and size roadways.

Policy 5.5.3 Prohibit points of access from conflicting with other existing or planned access points. Require points of access to roadways to be separated sufficiently to maintain capacity, efficiency, and safety of the traffic flow.

Policy 5.5.4 Wherever possible, minimize the frequency of access points along streets by the consolidation of access points between adjacent properties on all circulation element streets, excluding collectors.

Policy 5.5.5 Design streets and intersections in accordance with the Moreno Valley Municipal Code.

Policy 5.5.8 Whenever possible, require private and public land developments to provide on-site and off-site improvements necessary to mitigate any development-generated circulation impacts. A review of each proposed land development project shall be undertaken to identify project impacts to the circulation system. The City may require developers to provide traffic impact studies prepared by qualified professionals to identify the impacts of a development.

Policy 5.5.9 Design curves and grades to permit safe movement of vehicular traffic per applicable Caltrans and Moreno Valley standards.

Policy 5.5.10 Provide adequate sight distances for safe vehicular movement at all intersections and driveways.

Objective 5.8 Encourage development of an efficient public transportation system for the entire community.

Policy 5.8.4 Ensure that all new developments make adequate provision for bus stops and turnout areas for both public transit and school bus service.

Objective 5.11 Eliminate obstructions that impede safe movement of vehicles, bicyclists, and pedestrians.

Policy 5.11.2 Driveways shall be designed to avoid conflicts with pedestrian and bicycle travel.

Program 5-1 Periodically review current traffic volumes, traffic collision data, and the pattern of urban development to coordinate, program, and as necessary revise the planning and prioritization of road improvements.

Program 5-6 Conduct studies of specified arterial segments to determine if any additional improvements will be needed to maintain an acceptable LOS at General Plan build-out. Generally, these segments will be studied as new developments are proposed in their vicinity. Measures will be identified that are consistent with the Circulation Element designation of these roadway segments, such as additional turn lanes at intersections, signal optimization by coordination and enhanced phasing, and travel demand management measures. The study of specified arterial segments will be required to identify measures to maintain an acceptable LOS at General Plan build-out for at least one of the reasons discussed below:

(a) Segments will need improvement, but their ultimate volumes slightly exceed design capabilities.

(b) Segments will need improvements but require inter-jurisdictional coordination.

(c) Segments would require significant encroachment on existing adjacent development if built out to their Circulation Element designations.

Program 5-13 Implement Transportation Demand Management (TDM) strategies that reduce congestion in the peak travel hours. Examples include carpooling, telecommuting, and flexible work hours.

City of Moreno Valley Development Impact Fee Program

The City of Moreno Valley has a development impact fee (DIF) program that is used to collect fees from new residential, commercial, and industrial development for funding roadways and intersections to accommodate City growth as identified in the City's General Plan Circulation Element. The City of Moreno Valley updated its DIF program in February 2008 in response to the City's General Plan update, which occurred in 2006. Adoption of the updated DIF program has been deferred. The DIF program was updated to include new roadway segments and intersections necessary to accommodate future growth and to ensure that the identified street improvements would operate at or above the City's LOS performance threshold. The DIF program includes facilities that are not part of improvements identified and covered by the TUMF program. Therefore, the pairing of regional and local fee programs provides a more comprehensive funding and implementation plan to ensure an adequate circulation system. Under the City's DIF program, the City may grant to developers a credit against specific components of fees when those developers construct certain improvements identified in the list of improvements funded by the DIF program.

After the City's DIF fees are collected, they are placed in a separate account. The timing to use the DIF fees is established through periodic capital improvement programs, which are overseen by the City's Public Works Department. The City's DIF program establishes a mechanism to fund design and construction of General Plan roadways. The City uses citywide traffic counts, traffic trends, and a review of traffic accidents to determine the timing of the improvements listed in its capital improvement facilities list. The City also uses these data to prioritize the timing of improvements listed on the facilities list.

Transportation Uniform Mitigation Fee Program

The Transportation Uniform Mitigation Fee (TUMF) program, which is administered by the Western Riverside Council of Governments (WRCOG), is based upon a regional Nexus Study completed in early 2003 and updated in 2006. The update addresses major changes in right-of-way acquisition and improvement cost factors. The TUMF identifies a network of roadways needed to accommodate growth through 2030. This program ensures that development pays its fair share and that funding is in place for construction of facilities needed to maintain the requisite levels of service and is critical to mobility in the region. The TUMF is implemented in every jurisdiction in Western Riverside County.

TUMF fees are imposed on new residential, industrial, and commercial development through application of the TUMF fee ordinance and fees are generally collected at the building permit stage. After the TUMF fees are collected, they are placed in a separate interest-bearing account pursuant to the requirements of Government Code sections 66000 et seq. The TUMF funds both local and regional projects. Local projects receive about 48 percent of all funds, are programmed into five localized zones, and fund the construction of localized projects that are proposed by the affected local jurisdictions within each zone.

4.5.3 Methodology

Evaluation of traffic and circulation impacts associated with the proposed project includes the following:

4.5.3.1 Project Trip Generation

The project trip generation is based on the City of Moreno Valley trip rates for High-Cube warehousing as derived from the NAIOP trip generation study (2006). Based on discussion with the City, the vehicle splits for Truck Terminal from the City of Fontana's *Truck Trip Generation Study* were used to convert project trips into PCE trips.

Table 4.5.D shows the calculation of the project trip generation. As shown in Table 4.5.D, the project is expected to generate 327 PCE trips in the a.m. peak hour, 388 PCE trips in the p.m. peak hour, and 5,052 daily PCE trips.

Table 4.5.D: Project Trip Generation

Vehicle Type	A.M. Peak Hour			P.M. Peak Hour			Daily
	In	Out	Total	In	Out	Total	
Passenger Cars	45	37	82	23	74	97	1,256
Truck Trips (total raw trucks)	50	45	95	74	39	113	1,475
2-axle (PCE)	8	9	17	12	8	20	249
3-axle (PCE)	22	26	48	38	20	58	760
4+-axle (PCE)	87	93	180	141	72	213	2,787
Total Trips (PCE)[1]	**162**	**165**	**327**	**214**	**174**	**388**	**5,052**

Notes: PCE = Passenger Car Equivalent.
Total a.m. peak hour, p.m. peak hour and daily rates from modified NAIOP rates for High-Cube Warehousing as approved by the City of Moreno Valley.
All trip generation rates converted to car and truck trips using vehicle mix and enter/exit splits for Truck Terminal from Fontana Truck Trip Generation Study.
Truck trips converted to PCEs based on the SANBAG PCE values.
[1] Total Trips (PCE) = Passenger Cars + PCE Truck Trips.

The concept of PCEs accounts for the larger impact of trucks on traffic operations. It does so by assigning each type of truck a PCE factor that represents the number of passenger vehicles that could travel through an intersection in the same time that a particular type of truck could. PCE volumes for study area locations were computed using a PCE factor of 1.5 for 2-axle trucks, 2.0 for 3-axle trucks, and 3.0 for trucks with 4 or more axles, which are values recommended by the City of Moreno Valley. For example, in this report, trucks with four or more axles have been assigned a PCE factor of 3.0, indicating that three passenger vehicles could travel through an intersection in the same amount of time required for a single truck with four or more axles; therefore, the impacts and mitigations identified in this EIR incorporate the impact of trucks on intersection operations.

4.5.3.2 Trip Distribution and Assignment

Trip distribution patterns were estimated by examining the location of the project in relation to the regional roadway network and adjoining land uses and through consultation with City staff. Trip distribution was developed separately for passenger vehicles and trucks. Trip distribution for roadway segments was developed using a similar methodology.

The project trip generation was applied to the trip distribution patterns for the proposed project to develop trip assignments for new project trips. Trip assignment for roadway segments was developed by applying the project daily trip generation to the roadway segment distribution.

4.5.4 Thresholds of Significance

In the Initial Study[1] for this project, it was concluded that the proposed project could create potentially significant traffic impacts associated with the following CEQA traffic impact thresholds of significance if the project would:

- *Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways, and freeways, pedestrian and bicycle paths, and mass transit.*

  (A significant traffic impact would occur if the project would cause a decrease from a standard LOS to a less than standard LOS at a study intersection based on a peak hour analysis.)

  - City of Moreno Valley LOS C or LOS D, depending on the LOS defined for that roadway in the General Plan Circulation Element, and
  - California Department of Transportation LOS standard is LOS D.
- *Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways.*
- *Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks.*

The Initial Study also concluded that the project would not impact or would create a less than significant impact associated with the following CEQA traffic impact thresholds:

- *Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment).*
- *Result in inadequate emergency access.*
- *Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease performance or safety of such facilities.*

4.5.5 No Impact/Less than Significant Impacts

The following potential impacts were determined to be less than significant. In each of the following issues, either no impact would occur (therefore, no mitigation would be required) or adherence to established regulations, standards, and policies would reduce potential impacts to a less than significant level.

4.5.5.1 Design Features or Incompatible Uses

Threshold	Would the proposed project substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

The design of roadways must provide adequate sight distance and traffic control measures. This provision is normally realized through roadway design to facilitate roadway traffic flows. Roadway

[1] *Initial Study, VIP Moreno Valley, City of Moreno Valley, Riverside County, California*, prepared by LSA Associates, Inc., July 25, 2011 (see Appendix A).

improvements in and around the project site would be designed and constructed to satisfy all City requirements for street widths, corner radii, intersection control as well as in corporate design standards tailored specifically to site access requirements.

The final design of all roadways and intersections within the project site access would be reviewed by a licensed professional civil engineer to ensure adequate safety when traveling to and from the project site. The proposed project does not include any sharp curves or dangerous intersections in its design. Adherence to applicable existing requirements of the City of Moreno Valley consistent with the City's Circulation Element Objectives 5.1 (create a safe, efficient, and neighborhood-friendly street system), 5.5 (maximize efficiency of the local circulation system by using appropriate policies and standards to design, locate, and size roadways), and 5.11 (eliminate obstructions that impede safe movement of vehicles, bicyclists, and pedestrians) and other agencies would reduce impacts associated with this issue to a less than significant level and no mitigation is required.

4.5.5.2 Inadequate Emergency Access

Threshold	Would the proposed project result in inadequate emergency access?

The developers of the proposed project would be required to design, construct, and maintain structures, roadways, and facilities to provide for adequate emergency access and evacuation. Construction activities, which may temporarily restrict vehicular traffic, would be required to implement adequate and appropriate measures to facilitate the passage of persons and vehicles through/around any required road closures. The proposed project design would be submitted to and approved by the City's Fire and Police Departments prior the issuance of building permits. Adherence to applicable existing requirements of the City of Moreno Valley and other agencies would reduce impacts associated with this issue to a less than significant level and no mitigation is required.

4.5.5.3 Alternative Transportation

Threshold	Would the proposed project conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?

The Riverside Transit Agency (RTA) has numerous bus routes that serve the City of Moreno Valley and bus service in the project area is via Route 19. Route 19 provides service along Perris Boulevard and provides a bus stop along Perris Boulevard north of Lateral B of the Perris Valley Storm Drain adjacent to the project site, at the intersection of Perris Boulevard and Nandina Avenue approximately one quarter mile north of the site, at the intersection of Perris Boulevard and E. Nance Street approximately one quarter mile south of the project site, at the intersection of Perris Boulevard and Markham Street approximately one half mile south of the project site, and at the intersection of Perris Boulevard and Ramona Expressway, approximately 1.0 mile south of the project site. RTA provides service along Perris Boulevard and provides service directly to the project site. The City also provides a multi-use trail system as part of the City's Master Plan of Trails. These trails provide for recreational and non-motorized travel throughout the City. The City's *Master Plan of Trails Map*[1] does not identify any existing or proposed trails in the vicinity of the project site.

The design of the proposed project would be required to adhere to applicable City of Moreno Valley standards that support and/or facilitate alternative modes of transportation, including but not limited to pedestrian pathways and sidewalks consistent with the City's Circulation Element Objective 5.8 (encourage development of an efficient public transportation system for the entire community). Through the City's project review process, policies, plans, and/or programs supporting alternative

[1] *Master Plan Trails Map*, City of Moreno Valley, print date October 26, 2010.

transportation would be reviewed and incorporated as applicable. Consequently, a less than significant impact would occur as a result of the proposed project and no mitigation is required.

4.5.5.4 Air Traffic Patterns

Threshold	Would the proposed project result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?

Airport facilities within the vicinity of the project site include the March Air Field, which is part of the March Air Reserve Base (MARB). The proposed project site is located approximately 0.75 mile east of March Air Field. The MARB encompasses approximately 6,500 acres of the Air Force Reserve's 452nd Air Mobility Wing, which provides host base support for numerous tenant active military units. It is also the home of 4th Air Force and multiple units of the California Air National Guard. When March Air Force Base (March AFB) was converted from an active duty base to a Reserve Base in 1996, the decision resulted in approximately 4,400 acres of property and facilities being declared surplus and available for disposal actions, as well as joint use of the airfield. With the realignment of March AFB, the MARB Redevelopment Project Area was established. The MARB Redevelopment Project Area includes the entire 6,500-acre former active duty base area, and approximately 450 acres adjacent to the base in the industrial area of the City of Moreno Valley.

To implement the MARB Redevelopment Project Area and to facilitate the transition of a portion of the MARB from military to civilian uses, the March Joint Powers Authority (March JPA), consisting of the County of Riverside and the Cities of Moreno Valley, Perris, and Riverside, was formed. The March JPA along with the U.S. Air Force pursued the establishment of March Air Field as a joint use airport.

The Air Force defines a "joint use airport" as one where the facilities which are owned and operated by the Air Force are made available for use by civil aviation. A joint use agreement between these parties was executed May 7, 1997, along with land leases for over 300 acres as the civilian airport name March Inland Port (MIP). Under the agreement, the civilian (March JPA) and the military (AFRC) entities share essential aviation facilities such as the control towers and runways, as well as maintenance of facilities, under this joint use arrangement. Under the provisions of the Joint Use Agreement, the MIP is the civilian facility that is managed and operated by the MIP Airport Authority (MIPAA). The MIP includes air cargo operations such as the March Global Port, a 350-acre commercial air cargo and distribution center.

The Department of the Defense (Air Force) completed an Air Installation Compatible Use Zone (AICUZ) study for MARB in 1998. The AICUZ study was designed and is intended to aid in the development of compatible land uses in non-government areas surrounding military airfields to protect public safety and health. The study established three zones based on potential crash patterns: a Clear Zone and two Accident Potential Zones (APZ). The Clear Zone reaches from along the extended runway centerline to a distance of 3,000 feet, APZ 1 extends from 3,000 feet to 8,000 feet, and APZ II extends from 8,000 feet to 15,000 feet. According to the AICUZ, outside of the Clear Zone and APZs "the risk of aircraft accidents is not significant enough to warrant special consideration in land use planning." The proposed project site is not located within a Clear Zone, APZ 1, or APZ 2 for MARB as designated by the Air Force 2005 AICUZ Study.

In addition to the AICUZ, Airport Influence Area boundaries around MARB have been adopted by County of Riverside Airport Land Use Commission (ALUC) in its Airport Land Use Plan (ALUP). The project site is approximately 0.75 mile east of the March Air Field and is entirely within Airport Influence Area II. As part of the standard process for development within Airport Influence Areas for MARB, proposed projects are required to be reviewed by the ALUC for consistency with the ALUP.

As a standard condition imposed during ALUC reviews, developments located within the boundaries of Influence Area III are required to provide avigation easements. To ensure consistency with the ALUC recommendations is maintained, avigation easements will be required as part of a condition of approval for the project site. Development that would occur within Airport Influence II of MIP would not include any features that would alter air traffic patterns or the level of air traffic at the MIP; therefore, a less than significant air traffic safety impact would occur and no mitigation is required.

4.5.6 Significant Impacts

4.5.6.1 Existing Plus Project Intersection, Roadway Segment, and Freeway Segment Impacts.

Threshold	Would the proposed project conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways, and freeways, pedestrian and bicycle paths, and mass transit? Would the proposed project conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?

Impact 4.5.6.1: *Two roadway segments and three freeway segments are forecast to exceed satisfactory levels of service in the existing plus project conditions creating a significant impact.*

The existing plus project levels of service for the study area intersections are summarized in Table 4.5.E. All study area intersections operate at a satisfactory level of service. No intersection level of service impacts would occur and no mitigation is required.

The existing plus project levels of service for the study area roadway segments are also summarized in Table 4.5.E. As shown in Table 4.5.E, the following roadway segments are projected to operate at unsatisfactory levels of service:

- Perris Boulevard north of Grove View Road (southbound); and
- Perris Boulevard south of South Project Driveway (northbound and southbound).

This is a significant impact and mitigation is required. It should be noted that these roadway segments also operate at unsatisfactory levels of service under existing without project conditions.

The existing plus project levels of service for the study area freeway segments are also summarized in Table 4.5.E. As shown in Table 4.5.E, the following freeway segments are projected to operate at unsatisfactory levels of service:

- Harley Knox Boulevard Off-Ramp (diverge area) at Southbound I-215 (a.m. peak hour); and
- Harley Knox Boulevard On-Ramp (merge area) at Southbound I-215 (a.m. peak hour).

This is a significant impact and mitigation is required. It should be noted that these two freeway segments also operate at unsatisfactory levels of service under existing without project conditions.

Mitigation Measures. To ensure existing plus project local traffic impacts are reduced to a less than significant level, the following mitigation measures shall be implemented.

4.5.6.1A. Prior to the issuance of building permits, the project applicant shall participate in the City of Moreno Valley Development Impact (DIF) Fee Program and pay the project's fair share for local circulation improvements as outlined in the VIP Moreno Valley Project Traffic Study. The City shall ensure that the intersection and street improvements outlined in the VIP Moreno Valley Project Traffic Study will be constructed pursuant to the timeframe established by the City of Moreno Valley Development Impact Fee Program.

4.5.6.1B. Prior to the issuance of building permits, the project applicant shall participate in the County of Riverside Transportation Uniform Mitigation Fee (TUMF) Program and pay the project's fair share for regional circulation improvements. The City shall ensure that the intersection and street improvements outlined in the VIP Moreno Valley Project Traffic Study will be constructed pursuant to the timeframe established by the County of Riverside TUMF Program.,

Level of Significant After Mitigation. As identified in Table 4.5.E, all study intersections are forecast to operate at acceptable levels of service in the existing plus project scenario. The two deficient roadway segments on Perris Boulevard were previously identified as deficient in the pre-project scenario; therefore, the project contributes to these existing deficiencies. Payment of the City's DIF and transportation TUMF fees as set forth in **Mitigation Measures 4.5.6.1A** and **4.5.6.1A** will provide full and complete mitigation of the project's impact on the local and regional roadway and intersection circulation system. The improvements to Perris Boulevard identified in the traffic study prepared for the project are consistent with the City's General Plan and are included in the County's TUMF program. A portion of the City's DIF is allocated toward funding improvements to the City's transportation system and the specific improvements are based on the General Plan Circulation Element. For these reasons, the project's impacts to affected roadway segments will be mitigated through payment of the City's DIF and the County's TUMF.

The City is currently in the process of implementing a Capital Improvement Project to widen Perris Boulevard from Cactus Avenue south to city limits. The improvement project will widen Perris Boulevard to a six-lane street section, consistent with the General Plan. Construction is scheduled to start in the summer of 2012 and end in May 2013. The widening will encompass the improvements defined in the project traffic study for two segments of Perris Boulevard. The resultant levels of service with implementation of the identified improvements are presented in Table 4.5.F.

Improvements to affected freeway segments are outside the City's jurisdiction. Since the City has no control over when and how these improvements will be in place, impacts associated with the two freeway segments (Harley Knox Boulevard Southbound I-215 Off-Ramp diverge area; and Harley Knox Boulevard Southbound I-215 On-Ramp merge area) would remain significant and unavoidable until such improvements are constructed.

4.5.6.2 Opening Year 2013 Cumulative With Project Conditions Intersection, Roadway Segment, and Freeway Segment Impacts

Impact 4.5.6.2: *Eleven intersections, four roadway segments, and four freeway segments are forecast to exceed satisfactory levels of service in the year 2013 cumulative plus project conditions, creating a significant impact.*

Table 4.5.E: Existing Plus Project and Year 2013 Cumulative Plus Project Levels of Service

Location	Traffic Control/Type	Level of Service (LOS)			
		Existing Plus Project		Opening Year (2013) Cumulative Plus Project	
		AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour
Study Area Intersections					
I-215 Southbound Ramps/Harley Knox Boulevard	Signal	C	C	**F**	**F**
I-215 Northbound Ramps/Harley Knox Boulevard	Signal	C	C	**F**	**F**
Indian Street/Nandina Avenue	Signal	C	C	C	D
Indian Street/Grove View Road	TWSC	B	B	B	C
Indian Street/North Project Driveway	TWSC	B B		C	C
Indian Street/South Project Driveway	TWSC	B	C	D	**E**
Indian Street/Harley Knox Boulevard	Signal	C	C	**F**	**F**
Perris Boulevard/Gentian Avenue	Signal	B	C	**F**	**F**
Perris Boulevard/Iris Avenue	Signal	D	C	F	F
Perris Boulevard/Krameria Avenue	Signal	C	C	**F**	**F**
Perris Boulevard/Nandina Avenue	Signal	B	B	**F**	**F**
Perris Boulevard/Grove View Road	Signal	B	B	**F**	**F**
Perris Boulevard/North Project Driveway	TWSC	A	A	A	A
Perris Boulevard/South Project Driveway	Signal	B	A	**F**	**F**
Perris Boulevard/Harley Knox Boulevard	Signal	B	B	**F**	**F**
West Project Driveway/Grove View Road	TWSC	A	A	A	A
Center Project Driveway/Grove View Road	TWSC	A	A	A	A
East Project Driveway/Grove View Road	TWSC	A	A	A	A
Study Area Roadway Segments					
Nandina Avenue west of Indian Street	NA	A	A	A	A
Harley Knox Boulevard west of Indian Street	NA	B	D	F	F
Indian Street north of Grove View Road	NA	A	A	D	D
Indian Street south of South Project Driveway	NA	B	B	F	F
Perris Boulevard north of Grove View Road	NA	A	F C		F
Perris Boulevard south of South Project Driveway	NA	F	F	F	F

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Table 4.5.E: Existing Plus Project and Year 2013 Cumulative Plus Project Levels of Service

Location	Traffic Control/Type	Level of Service (LOS)			
		Existing Plus Project		Opening Year (2013) Cumulative Plus Project	
		AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour
Study Area Freeway Segments and Ramps					
I-215 Northbound					
North of Harley Knox Boulevard	Basic	C	C	C	D
Harley Knox Boulevard On-Ramp (merge area)	1 Lane Off	C	C	D	D
Between Harley Knox Boulevard Ramps	Basic	B	C	C	C
Harley Knox Boulevard Off-Ramp (diverge area)	1 Lane On	C	C	D	D
South of Harley Knox Boulevard	Basic	C	C	C	D
I-215 Southbound					
North of Harley Knox Boulevard	Basic	E	D	F E	
Harley Knox Boulevard Off-Ramp (diverge area)	1 Lane Off	F D		F F	
Between Harley Knox Boulevard Ramps	Basic	E	D	E	D
Harley Knox Boulevard On-Ramp (merge area)	1 Lane On	F D		F D	
South of Harley Knox Boulevard	Basic	E	D	F	D

Shaded = Exceeds LOS standard; **Bold** = Queue exceeds the available storage capacity (based on the 95th percentile queue length); TWSC = Two Way Stop Control
Source: *Traffic Study, VIP Moreno Valley, City of Moreno Valley, City of Moreno Valley, Riverside County, California*, LSA Associates, Inc., April 2012, Appendix G of this EIR.

Table 4.5.F: Existing Plus Project and Year 2013 Cumulative Plus Project Levels of Service With Mitigation

Location	Traffic Control/Type	Level of Service (LOS)			
		Existing Plus Project		Opening Year (2013) Cumulative Plus Project	
		AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour
Study Area Intersections					
I-215 Southbound Ramps/Harley Knox Boulevard	Signal	NA	NA	C	D
I-215 Northbound Ramps/Harley Knox Boulevard	Signal	NA	NA	C	C
Indian Street/Nandina Avenue	Signal	NA	NA	C	D
Indian Street/Grove View Road	TWSC	NA	NA	B	C

Table 4.5.F: Existing Plus Project and Year 2013 Cumulative Plus Project Levels of Service With Mitigation

Location	Traffic Control/Type	Level of Service (LOS)			
		Existing Plus Project		Opening Year (2013) Cumulative Plus Project	
		AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour
Indian Street/North Project Driveway	TWSC	NA NA		C	C
Indian Street/South Project Driveway	TWSC	NA	NA	C	C
Indian Street/Harley Knox Boulevard	Signal	NA	NA	D	D
Perris Boulevard/Gentian Avenue	Signal	NA	NA	B	B
Perris Boulevard/Iris Avenue	Signal	NA	NA	D	D
Perris Boulevard/Krameria Avenue	Signal	NA	NA	D	D
Perris Boulevard/Nandina Avenue	Signal	NA	NA	C	C
Perris Boulevard/Grove View Road	Signal	NA	NA	A	B
Perris Boulevard/North Project Driveway	TWSC	NA	NA	A	A
Perris Boulevard/South Project Driveway	Signal	NA	NA	A	A
Perris Boulevard/Harley Knox Boulevard	Signal	NA	NA	D	D
West Project Driveway/Grove View Road	TWSC	NA	NA	A	A
Center Project Driveway/Grove View Road	TWSC	NA	NA	A	A
East Project Driveway/Grove View Road	TWSC	NA	NA	A A	
Study Area Roadway Segments					
Nandina Avenue west of Indian Street	NA	A	A	A	A
Harley Knox Boulevard west of Indian Street	NA	B	D	D	E
Indian Street north of Grove View Road	NA	A	A	D	D
Indian Street south of South Project Driveway	NA	B	B	B	B
Perris Boulevard north of Grove View Road	NA	A	A	C	C
Perris Boulevard south of South Project Driveway	NA	A	A	D	D
Study Area Freeway Segments and Ramps					
I-215 Northbound					
North of Harley Knox Boulevard	Basic	C	C	C	D
Harley Knox Boulevard On-Ramp (merge area)	1 Lane Off	C	C	D	D
Between Harley Knox Boulevard Ramps	Basic	B	C	C	C

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Table 4.5.F: Existing Plus Project and Year 2013 Cumulative Plus Project Levels of Service With Mitigation

Location	Traffic Control/Type	Level of Service (LOS)			
		Existing Plus Project		Opening Year (2013) Cumulative Plus Project	
		AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour
Harley Knox Boulevard Off-Ramp (diverge area)	1 Lane On	C	C	D	D
South of Harley Knox Boulevard	Basic	C	C	C	D
I-215 Southbound					
North of Harley Knox Boulevard	Basic	E	D	F E	
Harley Knox Boulevard Off-Ramp (diverge area)	1 Lane Off	F D		F F	
Between Harley Knox Boulevard Ramps	Basic	E	D	E	D
Harley Knox Boulevard On-Ramp (merge area)	1 Lane On	F D		F D	
South of Harley Knox Boulevard	Basic	E	D	F	D

Shaded = Exceeds LOS standard; **Bold** = Queue exceeds the available storage capacity (based on the 95th percentile queue length); TWSC = Two Way Stop Control
Source: *Traffic Study, VIP Moreno Valley, City of Moreno Valley, City of Moreno Valley, Riverside County, California*, LSA Associates, Inc., April 2012, Appendix G of this EIR.

Threshold	Would the proposed project conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways, and freeways, pedestrian and bicycle paths, and mass transit? Would the proposed project conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?

Opening year (2013) cumulative with project conditions considers the addition of traffic generated by the proposed project to opening year (2013) cumulative without project conditions. As previously noted, the opening year (2013) cumulative scenario was developed using traffic volumes that would be generated by approved and pending projects in the project vicinity and year 2013 traffic volumes. Additionally, projects currently included in the City's CIP and planned for construction by 2013 have been considered as complete. An intersection LOS analysis was conducted to determine opening year (2013) cumulative intersection performance. As identified in Table 4.5.E, the addition of project traffic to the opening year (2013) cumulative scenario would result in conditions exceeding the established LOS standard at the following intersections:

- I-215 Southbound Ramps/Harley Knox Boulevard (a.m. and p.m. peak hours);
- I-215 Northbound Ramps/Harley Knox Boulevard (a.m. and p.m. peak hours);
- Indian Street/South Project Driveway (p.m. peak hour);
- Indian Street/Harley Knox Boulevard (a.m. and p.m. peak hours);
- Perris Boulevard/Gentian Avenue (a.m. and p.m. peak hours);
- Perris Boulevard/Iris Avenue (a.m. and p.m. peak hours);
- Perris Boulevard/Krameria Avenue (a.m. and p.m. peak hours);
- Perris Boulevard/Nandina Avenue (a.m. and p.m. peak hours);
- Perris Boulevard/Grove View Road (a.m. and p.m. peak hours);
- Perris Boulevard/South Project Driveway (a.m. and p.m. peak hours); and
- Perris Boulevard/Harley Knox Boulevard (a.m. and p.m. peak hours).

This is a significant impact and mitigation is required. It is important to note that ten of the eleven intersections also operate at unsatisfactory levels of service under year 2013 cumulative without project conditions. The unsatisfactory level of service at the Indian Street/South Project Driveway intersection is considered to be a project-specific impact.

A roadway segment level of service analysis was conducted for the year 2013 cumulative with project condition to determine projected roadway performance. Table 4.5.E summarizes the level of service analysis results. As shown in Table 4.5.E, the following four roadway segments are projected to operate at unsatisfactory levels of service:

- Harley Knox Boulevard west of Indian Street (eastbound and westbound);
- Indian Street south of South Project Driveway (northbound and southbound);
- Perris Boulevard north of Grove View Road (southbound only); and

- Perris Boulevard south of South Project Driveway (northbound and southbound).

This is a significant impact and mitigation is required. It is important to note that these roadway segments also operate at unsatisfactory levels of service under year 2013 cumulative without project conditions.

Previously referenced Table 4.5.E summarizes the year 2013 cumulative with project levels of service for freeway segments and ramp merge/diverge areas. As shown in Table 4.5.E, the following freeway segments and ramp merge/diverge areas operate at unsatisfactory levels of service:

- Freeway segment north of Harley Knox Boulevard (a.m. peak hour);
- Harley Knox Boulevard Off-Ramp (diverge area) at Southbound I-215 (a.m. and p.m. peak hours);
- Harley Knox Boulevard On-Ramp (merge area) at Southbound I-215 (a.m. peak hour); and
- Freeway segment south of Harley Knox Boulevard (a.m. peak hour).

This is a significant impact and mitigation is required. It should be noted that these freeway segments also operate at unsatisfactory levels of service under year 2013 without project conditions.

Mitigation Measures. To ensure cumulative plus project traffic impacts are reduced to a less than significant level, previously referenced **Mitigation Measures 4.5.6.1A** and **4.5.6.1B** and the following mitigation measure shall be implemented.

4.5.6.2A. Prior to the issuance of occupancy permits, the project applicant shall have constructed the site access roadway improvements outlined below.

- Indian Street /South Project Driveway: Restripe to convert center turn lane on Indian Street to a two-way left-turn lane. This location does not meet a peak hour signal warrant. This is a site-adjacent improvement to be constructed by the project applicant.

Level of Significance After Mitigation. As described in detail in Section 4.5.1.4, the level of service performance standards used in this EIR are as follows:

- Freeway mainline lanes: LOS E.
- Harley Knox Boulevard intersections with the I-215 ramps: mid LOS D.
- All other intersections and roadway segments: LOS D.

Based in these performance standards, a significant project-specific traffic impact would occur if the project would cause a decrease from a standard LOS to a less than standard LOS based on a study area intersection, roadway segment, freeway mainline lane, or freeway merge/diverge analysis. A significant cumulative traffic impact would occur if the project contributes traffic toward those facilities operating at less than standard LOS in the pre-project condition. As described above in the preceding discussion, all of the intersection, roadway, and freeway mainline traffic impacts identified for the year 2013 cumulative with project condition were also affected in the year 2013 cumulative without project condition. For this reason, all of the impacts identified for the 2013 cumulative with project scenario are cumulative in nature.

The following intersection and roadway improvements were identified in the traffic study performed for the proposed project in order to maintain or improve the operational level of service of the street

system in the vicinity of the project site. The list shows the incremental improvement at each intersection or roadway segment required to mitigate the cumulative impacts. It is anticipated that the improvements required to maintain or to improve the level of service operations of transportation facilities affected by the project will be constructed through the City's DIF as supplemented by the County's TUMF program. The project will participate with these programs as part of previously referenced **Mitigation Measures 4.5.6.1A** and **4.5.6.1B**. The list of improvements is as follows:

- I-215 Southbound Ramps/Harley Knox Boulevard: Restripe the left-most westbound through lane as a left-turn lane. Restripe the off-ramp to provide two left-turn lanes and a shared through/right-turn lane. This improvement is part of the TUMF program.
- I-215 Northbound Ramps/Harley Knox Boulevard: Restripe the northbound shared through/left-turn lane as a shared left-turn/through/right-turn lane. Add an eastbound free right-turn lane. This improvement is part of the TUMF program.
- Indian Street/Harley Knox Boulevard: Add an eastbound through lane. Provide overlap phasing for the southbound right-turn lane. These improvements are consistent with the City of Perris General Plan Circulation Element. This improvement is part of the TUMF program.
- Perris Boulevard/Gentian Avenue: Add a southbound through lane. This improvement is consistent with the City of Moreno Valley's General Plan Circulation Element. This improvement is part of the City DIF and County TUMF programs.
- Perris Boulevard/Iris Avenue: Add a second westbound left-turn lane and an eastbound right-turn lane. These improvements are consistent with the City of Moreno Valley's General Plan Circulation Element. This improvement is part of the City DIF and County TUMF programs.
- Perris Boulevard/Krameria Avenue: Add two southbound through lanes, an northbound through lane, and a northbound right-turn lane. These improvements are consistent with the City of Moreno Valley's General Plan Circulation Element. This improvement is part of the City DIF and County TUMF programs.
- Perris Boulevard/Nandina Avenue: Add a southbound through lane. This improvement is consistent with the City of Moreno Valley's General Plan Circulation Element. This improvement is part of the City DIF and County TUMF programs.
- Perris Boulevard/Grove View Road: Add a southbound through lane. This improvement is consistent with the City of Moreno Valley's General Plan Circulation Element. This improvement is part of the City DIF and County TUMF programs.
- Perris Boulevard/South Project Driveway: Add a southbound through lane. This improvement is consistent with the City of Moreno Valley's General Plan Circulation Element. This improvement is part of City DIF and TUMF programs.
- Perris Boulevard/Harley Knox Boulevard: Add two southbound through lanes, one northbound through lane, a second eastbound left-turn lane, and overlap phasing for the southbound right-turn lane. These improvements are part of the TUMF program.
- Harley Knox Boulevard west of Indian Street: Widen to a six-lane Divided Arterial. This improvement is consistent with the City of Perris General Plan Circulation Element. This improvement is part of the TUMF program.
- Indian Street south of South Project Driveway: Widen to a four-lane Undivided Arterial. This improvement is consistent with the City of Moreno Valley General Plan Circulation Element. This improvement is part of the City of Moreno Valley DIF and TUMF programs.
- Perris Boulevard north of Grove View Road: Widen to a six-lane Divided Arterial. This improvement is consistent with the City of Moreno Valley General Plan Circulation Element. This improvement is part of the City's DIF and TUMF programs.

- Perris Boulevard south of South Project Driveway: Widen to a six-lane Divided Arterial. This improvement is consistent with the City of Moreno Valley and City of Perris General Plan Circulation Elements. This improvement is part of the City of Moreno Valley DIF and County TUMF programs.

With implementation of the above mitigation measures, all intersections and roadway segments would operate at the applicable performance standard or better during peak hours for 2013 cumulative with project conditions as shown in Table 4.5.F, resulting in a less than significant impact.

With implementation of **Mitigation Measures 4.5.6.1A** and **4.5.6.1B**, the project will contribute toward future roadway improvements to maintain the City of Moreno Valley and Perris LOS standards on city arterials and collectors. Because the CMP LOS standard is LOS E (and in some cases LOS F for intersections already at LOS F when the CMP network was adopted), the project will contribute toward maintenance of intersection LOS exceeding the CMP LOS standard. Therefore, the project will be consistent with the CMP.

Improvements to the four affected freeway mainline segments are outside the City's jurisdiction. Since the City has no control over when and how these improvements will be in place, impacts associated with these identified freeway segments would remain significant and unavoidable until such improvements are constructed.

4.5.7 Cumulative Impacts

Cumulative impacts refer to incremental effects of an individual project when viewed in connection with the effects of past projects, current projects, and probable future projects. Cumulative projects are identified in Chapter 2, Table 2.A and Figure 2.1. Cumulative impacts associated with traffic volumes are determined based on a sum of existing traffic volumes, projected growth from an ambient growth rate, and traffic volumes from approved and pending projects in the area, and project traffic. Cumulative analysis forecasts that, with the development of the proposed project and the cumulative projects, eleven intersections would require improvements in order to maintain the City's LOS standard of D. Those intersections are as follows:

- I-215 Southbound Ramps/Harley Knox Boulevard (a.m. and p.m. peak hours);
- I-215 Northbound Ramps/Harley Knox Boulevard (a.m. and p.m. peak hours);
- Indian Street/South Project Driveway (p.m. peak hour);
- Indian Street/Harley Knox Boulevard (a.m. and p.m. peak hours);
- Perris Boulevard/Gentian Avenue (a.m. and p.m. peak hours);
- Perris Boulevard/Iris Avenue (a.m. and p.m. peak hours);
- Perris Boulevard/Krameria Avenue (a.m. and p.m. peak hours);
- Perris Boulevard/Nandina Avenue (a.m. and p.m. peak hours);
- Perris Boulevard/Grove View Road (a.m. and p.m. peak hours);
- Perris Boulevard/South Project Driveway (a.m. and p.m. peak hours); and
- Perris Boulevard/Harley Knox Boulevard (a.m. and p.m. peak hours).

Additionally, with the development of the proposed project and the cumulative projects, four roadway segments would require improvements in order to maintain the City's LOS standard of D. Those roadway segments are as follows:

- Harley Knox Boulevard west of Indian Street (eastbound and westbound);
- Indian Street south of South Project Driveway (northbound and southbound);
- Perris Boulevard north of Grove View Road (southbound only); and
- Perris Boulevard south of South Project Driveway (northbound and southbound).

Although the suggested improvements are consistent with the City's General Plan, the project will be responsible for contributing its fair share toward the funding of the future improvements via payment of the City's DIF and County TUMF programs. The affected intersections and roadways are covered by either the City's DIF or County TUMF programs. As part of its Capital Improvement program, the City determines the timing of necessary roadway improvements based on periodic review of citywide traffic counts, traffic trends, and a review of traffic accidents.

Because TUMF provides a mechanism for collecting fees from all development projects in the area that would contribute traffic to the existing roadway network, fees for the improvements to the impacted freeway intersections would be collected. Therefore, it is anticipated that since these freeway intersection improvements are programmed into the TUMF program, such improvements would be constructed in the future, the future improvements would accommodate future year traffic levels analyzed in the future year traffic scenario (Opening Year 2013 Cumulative Plus Project), resulting in a less than significant cumulative impact.

Access improvements to the project site are the responsibility of the project applicant and would be constructed during site development. These improvements would be constructed at the following study area intersections: Indian Street/Grove View Road; Indian Street/ North Project Driveway; Indian Street /South Project Driveway; Perris Boulevard/North Project Driveway; West Project Driveway/Grove View Road; Center Project Driveway/Grove View Road; and East Project Driveway Grove View Road. Because these improvements would be constructed prior to the project opening and would function at a satisfactory level of service under the cumulative scenario (refer to Table 4.5.E), no significant cumulative impact would occur at these intersections.

Improvements to the four affected freeway mainline segments are outside the City's jurisdiction. Since the City has no control over when and how these improvements will be in place, impacts associated with these identified freeway segments would remain significant and unavoidable until such improvements are constructed.

5.0 ADDITIONAL TOPICS REQUIRED BY CEQA

Section 15126 of the *CEQA Guidelines* requires that all aspects of a project must be considered when evaluating its impacts on the environment, including planning, acquisition, development, and operation. As part of this analysis, the EIR must also identify (1) significant environmental effects of the proposed project, (2) significant environmental effects that cannot be avoided if the proposed project is implemented, (3) significant irreversible environmental changes that would result from implementation of the proposed project, and (4) growth inducing impact of the proposed project.

5.1 SIGNIFICANT ENVIRONMENTAL EFFECTS WHICH CANNOT BE AVOIDED IF THE PROPOSED PROJECT IS IMPLEMENTED

Table 5.A illustrates the significant unavoidable impacts anticipated to result from the proposed project, even with implementation of the project-specific mitigation measures identified in the Section 4.0 analysis.

Table 5.A: Significant Environmental Effects Which Cannot Be Avoided

Topic	Type of Impact	Impact
Agricultural Resources	Conversion of State Designated Farmland	No mechanism for the mitigation of impacts to Prime Farmland, Farmland of Statewide Importance, Farmland of Local Importance and/or existing agricultural operations has been enacted by either the City of Moreno Valley or the County of Riverside. Therefore, impacts associated with the conversion of farmland remain significant and unavoidable.
Agricultural Resources	Conversion to a Non-agricultural Use	No feasible mitigation is available to mitigate for the direct impacts associated with the conversion of land previously utilized for agricultural uses. Therefore, impacts associated with the conversion of farmland to a non-agricultural use remain significant and unavoidable.
Agricultural Resources	Cumulative Agricultural Resources	The cumulative effect of development in the region will continue to result in the conversion of agricultural lands to non-agricultural uses. Construction of the proposed project, in conjunction with other planned developments within the cumulative study area, would contribute to the conversion of agricultural lands to non-agricultural uses. Therefore, cumulative impacts to agricultural resources would remain significant and unavoidable.
Air Quality	Construction Air Pollutant Emissions	Construction activities would result in exceedance of SCAQMD threshold for ROG, NOx, and $PM_{2.5}$. Even after application of mitigation measures, estimated air pollutant emissions during construction activities would remain significant and unavoidable for ROG, NOx, and $PM_{2.5}$.
Air Quality	Operational Air Pollutant Emissions	Operational activities would result in exceedance of SCAQMD thresholds for ROG, NOx, CO, and PM_{10}. No feasible mitigation is available. Estimated air pollutant emissions during operation of the project will remain significant and unavoidable for ROG, NOx, CO, and PM_{10}.
Air Quality	Cumulative Pollutant Air Emissions	The Basin is in nonattainment for PM_{10} and ozone at the present time. Construction of the proposed project, in conjunction with other planned developments within the cumulative study area, would contribute to the existing nonattainment status. Therefore, the proposed project would exacerbate nonattainment of air quality standards within the SCAQMD and contribute to adverse cumulative air quality impacts.

Table 5.A: Significant Environmental Effects Which Cannot Be Avoided

Topic	Type of Impact	Impact
Greenhouse Gas Emissions and Climate Change	Cumulative GHG Emissions	The proposed project will produce greenhouse gases (GHG) during construction and operation of the proposed warehouse and related truck trips. Given the uncertainty of data and appropriate methodology to accurately analyze, and the inability to quantify the reduction achieved through implementation of strategies and programs previously identified, the proposed project's GHG emission contribution would result in a cumulative impact regarding global climate change and the cumulative impacts of the proposed project on global climate change are considered to be significant and unavoidable.
Transportation	Existing Year (2007) with Project Level of Service	Improvements to affected freeway segments are outside the City's jurisdiction. Since the City has no control over when and how these improvements will be in place, impacts associated with these identified freeway segments would remain significant and unavoidable until such improvements are constructed.
Transportation	Opening Year (2013) Cumulative with Project Level of Service	Improvements to affected freeway segments are outside the City's jurisdiction. Since the City has no control over when and how these improvements will be in place, cumulative impacts associated with these identified freeway segments would remain significant and unavoidable until such improvements are constructed.

5.2 SIGNIFICANT IRREVERSIBLE ENVIRONMENTAL CHANGES WHICH WOULD BE CAUSED BY THE PROPOSED PROJECT SHOULD IT BE IMPLEMENTED

Section 15126(c) of the *CEQA Guidelines* mandates that the EIR must address any significant irreversible environmental changes which would be involved in the proposed action should it be implemented. An impact would fall into this category if it resulted in any of the following:

- The project would involve a large commitment of nonrenewable resources;
- The primary and secondary impacts of the project would generally commit future generations of people to similar uses;
- The project involves uses in which irreversible damage could result from any potential environmental incidents associated with the project; and/or
- The proposed consumption of resources is not justified (e.g., the project could waste energy).

Determining whether the proposed project may result in significant irreversible effects requires a determination of whether key resources would be degraded or destroyed in such a way that there would be little possibility of restoring them. The project site is generally fallow agricultural land with the site historically used for sod farming operations. However, as identified within the City's General Plan, the City anticipates the eventual conversion of agricultural uses to urban uses and the proposed project would permanently alter the site by converting predominantly agricultural uses to urban uses. This is a significant irreversible environmental change that would occur as a result of project implementation. Because no significant mineral resources were identified within the project limits, no significant impacts related to these issues would result from development of the project site. Natural resources in the form of construction materials would be utilized in the construction of the proposed project and energy resources in the form of electricity and natural gas would be used during the long-term operation of the project; however, their use is justified in supporting the City's planned use of the site and is not expected to negatively impact the availability of these resources.

In addition, this industrial warehouse project, in concert with the other built or approved industrial warehouse projects, will fundamentally change the character and land use pattern of this portion of the City. Many of the project-specific impacts are addressed, as outlined above, but the change in the use of the land from agricultural to industrial represents a substantial irreversible change for this area. However, this is an intended change a verified by the City's General Plan land use designations and zoning for the area.

5.3 GROWTH INDUCEMENT

CEQA Guidelines, Section 15126.2(d) requires the *discussion of the ways in which the proposed project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment.* Examples of growth inducing actions include establishing a major new employment opportunity. Projects that may encourage and facilitate other activities that could significantly affect the environment, either individually or cumulatively, would also be considered growth inducing. The potential for growth inducement from a project is evaluated in four ways according to CEQA Guidelines Section 15126.2(d):

Would the proposed project induce substantial population growth in the area?

The extent to which the new jobs created by a project are filled by existing residents is a factor that tends to reduce the growth inducing effect of a project. Construction of the proposed project will create short-term construction jobs. These short-term positions are anticipated to be filled by workers who, for the most part, reside in the project area; therefore, construction of the proposed project will not generate a permanent increase in population within the project area. As previously identified, the proposed project is expected to employ 646 people.

The California Department of Finance (DOF) estimates the City's current (2011) population at 195,216 persons.[1] SCAG projections estimate the population of the City, western Riverside County (Western Riverside Council of Governments [WRCOG]), and southern California (Southern California Association of Governments [SCAG]) will continue to grow. SCAG projects the City's population will grow to 206,657 persons by the year 2015 and 258,350 persons by the year 2035 (Table 5.B).

Table 5.B: Population, Housing, and Employment Forecasts

	2015	2025	2035
Population			
City of Moreno Valley	206,657	234,410	258,350
WRCOG	1,918,962 2,262,9	92 2,550,8	67
SCAG 20,46	5,830	22,395,121 24,05	7,286
Households			
City of Moreno Valley	55,407	64,699	72,977
WRCOG 609,2	19	727,622	828,547
SCAG 6,474,0	74	7,156,645 7,710,7	22
Employment			
City of Moreno Valley	49,414	71,359	91,642
WRCOG 691,2	60	901,163	1,098,233
SCAG 8,811,4	06	9,546,773 10,28	7,125

Source: SCAG Comments on the NOP for Vogel Industrial Park Moreno Valley Project [120110103], letter dated September 7, 2011.

[1] State of California, Department of Finance, *E-5 Population Estimates for Cities, Counties and the State, 2010-2011, with 2010 Benchmark.* Sacramento, California, May 2011.

The jobs-to-housing ratio measures the extent to which job opportunities in a given geographic area are sufficient to meet the employment needs of area residents. This ratio identifies the number of jobs available in a given region compared to the number of housing units in the same region. For example, a region with a jobs-to-housing factor of 1.5 would indicate that 1.5 jobs exist for every housing unit within that region. The standard used for comparison is the jobs-to-housing ratio of the SCAG region, which is 1.36 jobs for every household. This standard is used because most residents of the region are employed somewhere in the SCAG region. A City or sub-region with a jobs-to-housing ratio lower than the overall standard would be considered a "jobs poor" area, indicating that many of the residents must commute to places of employment outside the sub-area. The current and potential jobs/housing ratios for the City, WRCOG, and SCAG are identified in Table 5.C.

Table 5.C: Projected Future Jobs/Housing Ratios

	2015 Jobs/Housing Ratio	2035 Jobs/Housing Ratio
City 0.89		1.25
Riverside County	1.13	1.32
SCAG 1.36		1.33

The 2015 projected jobs-to-housing ratios for the City, sub-region, and region are 0.89, 1.13, and 1.36, respectively. The 2035 future jobs-to-housing ratios for the City, sub-region, and region are 1.25, 1.32, and 1.33, respectively. These ratios indicate that both Western Riverside County and the City of Moreno Valley are "jobs poor" because the jobs-to-housing ratios are below the Southern California region (as defined by SCAG). Given the fact that the City and the WRCOG are considered to be jobs-poor regions, and the City is currently experiencing high rates of unemployment, it is expected that the short-term construction jobs and long-term jobs created by the proposed project will be filled by current local residents. Therefore, there would be little migration to the area and, consequently, little effect on local population size. Because of the population of the City and the employment base, even if a large number of people were to relocate to the area because of employment opportunities created within the project area, no significant effect on the size of the local population would occur.

Would the proposed project have an effect on undeveloped land that may not be designated on any general plan for urban development, but would nonetheless experience increased growth pressure due to the presence of the project?

The area surrounding the project site is governed by the City of Moreno Valley General Plan and the area is guided by Specific Plan 208. Specific Plan 208 guides land use within the project area to ensure that new development and redevelopment is implemented consistent with the land use policies, controls, and standards contained in Specific Plan 208. Any development of remaining undeveloped land adjacent to the project site would require its own discretionary approvals and is not reliant on the proposed project. However, development of the project site may lead to indirect growth in the Specific Plan area by making available the extension of infrastructure such as water, sewer, drainage, etc. This growth has been planned for and is guided by Specific Plan 208.

Would the proposed project substantially alter the planned location distribution, density, or growth rate of the population of an area?

The proposed project would occur within an area currently designated for industrial uses. The proposed project would not require a General Plan Amendment nor does it require a change in the underlying zoning designation. In addition, the project reflects the City of Moreno Valley's vision for the area and is consistent with Specific Plan 208. Land uses surrounding the project site would be in conformance with the City's General Plan and Specific Plan 208. Impacts to population and housing

are less than significant; see Section 13 *Population and Housing* of the Initial Study (Appendix A of this EIR).

Would the proposed project have an affect by removing constraints, thereby facilitating the construction of previously approved projects?

The proposed project would not eliminate a constraint for development of an approved project within the City of Moreno Valley. There are no projects in the City of Moreno Valley or surrounding cities that have been approved but are conditioned or dependent on additional improvements at the project site. Specific Plan 208 guides land uses surrounding the project site to ensure compatibility between existing operations and adjacent surrounding development. Additionally, the proposed project would not add capacity to urban services or infrastructure that would be utilized by other project proponents in the surrounding area.

Would the proposed project influence redevelopment of areas at a higher intensity than already exists?

The proposed project would not result in any significant pressure to redevelop the area around the project site at a higher density. As previously stated, the development of remaining undeveloped land adjacent to the project site is independent and not reliant on the proposed project. Therefore, implementation of the proposed project would not result in redevelopment of adjacent lands at a higher intensity than already prescribed in the City of Moreno Valley's General Plan and Specific Plan 208.

5.4 CONSISTENCY WITH LOCAL AND REGIONAL PLANS

Section 15125 (d) of the CEQA Guidelines requires EIRs to "…discuss any inconsistencies between the proposed project and applicable general plans and regional plans." The objective of such a discussion is to find ways to modify the project, if warranted, to reduce any identified inconsistencies with relevant plans and policies. Pursuant to Section 15125 (d), the following discussion includes an evaluation of the consistency of the proposed project with the goals and policies of relevant adopted local and regional plans.

Regional Plans

South Coast Air Quality Management District (SCAQMD) Air Quality Management Plan. The California Air Resources Board (CARB) coordinates and oversees both State and federal air quality control programs. The CARB's primary functions include establishing and updating the California ambient air quality standards, monitoring existing air quality, controlling emissions from mobile sources, and developing the State Implementation Plan (SIP). The SIP is the state's overall air quality control strategy for both mobile and stationary sources. Control programs for these sources are carried out at the regional or county level.

As identified in Section 4.2 (Air Quality) of this EIR, the project site is located within the SCAQMD. The SCAQMD encompasses Orange County and the non-desert portions of Los Angeles County, Riverside County, and San Bernardino County and is responsible for air pollution control programs and regulations within the air basin. The current regional air quality plan is the 2007 Air Quality Management Plan (AQMP) adopted by the SCAQMD on June 1, 2007. The 2007 AQMP employs the most up-to-date science and analytical tools and incorporates a comprehensive strategy aimed at controlling pollution from all sources, including stationary sources, on-road and off-road mobile sources, and area sources. The 2007 AQMP also updates the attainment demonstration for the standards for ozone and PM_{10}, and proposes attainment demonstration with a more focused control of sulfur oxides, directly-emitted $PM_{2.5}$, nitrogen oxides, and volatile organic compounds by 2015.

Section 4.2 (Air Quality) of the EIR examines the proposed project's consistency with the adopted AQMP. The development scenario proposed is within the scope of what would be allowed under the current General Plan land use designation (General Industrial and Specific Plan) and is consistent with the uses permitted under the proposed General Industrial zoning designation. Implementation of the proposed project would not require a General Plan Amendment and Zone Change that would change the General Plan designations and zoning designations of the project site. Since the proposed project would not require a General Plan Amendment, the project has been considered in preparation of the General Plan and therefore is consistent with the AQMP.

Southern California Association of Governments (SCAG), Regional Comprehensive Plan (RCP), Regional Transportation Plan (RTP), and Compass Growth Vision (Compass). The SCAG (the designated metropolitan planning organization [MPO] for the Counties of Ventura, Orange, San Bernardino, Riverside, Imperial, and Los Angeles) is federally mandated to develop plans for transportation, growth management, hazardous waste management, and air quality. With its members and other regional planning entities, SCAG has prepared the 2008 Regional Comprehensive Plan (RCP) to serve as a framework to guide decision-making with respect to the growth and changes that can be anticipated in the region. The RCP is a major advisory plan prepared by the SCAG that addresses important regional issues like housing, traffic/transportation, water, and air quality. The RCP serves as an advisory document to local agencies in the Southern California region for their information and voluntary use for preparing local plans and handling local issues of regional significance.

The RCP identifies voluntary best practices to approach growth and infrastructure challenges in an integrated and comprehensive way. It also includes goals and outcomes to measure progress toward a more sustainable region. The RCP includes nine chapters, each based on specific areas of planning or resource management. Each of the nine chapters contains goals, policies, implementation, and strategies to achieve the SCAG's overall goals of improving the standard of living for all; improving the quality of life for all; and enhancing equity and access to government. Local governments are required to use the RCP as the basis for their own plans and are required to discuss the consistency of projects of "regional significance" with the RCP.

Regional Comprehensive Plan. The RCP's overall goal is to reinvigorate the region's economy, avoid social and economic inequities and the geographical dislocation of communities, and to maintain the region's quality of life. The document is described as a regional policy framework for future land use decisions in the SCAG area that respects the need for strong local control, but that also recognizes the importance of regional comprehensive planning for issues of regional significance. The RCP is laid out much like a General Plan and organizes recommended policies into nine chapters. The highlight of each chapter is the regional strategy that addresses the RCP's vision for that resource area. As such, each chapter includes three levels of recommendations for the region:

- **Goals.** Each goal will help define how sustainability is defined for that resource area.
- **Outcomes.** These focus on quantitative targets that define progress toward meeting the RCP's Goals. Where possible, they are clearly defined (e.g., a 20% reduction in greenhouse gas emissions from 2007 levels), capable of being monitored with existing or reasonably foreseeable resources, and have a strong link to sustainability goals.
- **Action Plan.** This critical part of the RCP lays out a comprehensive implementation strategy that recommends how the region can systematically move to meet the RCP's quantitative Outcomes and achieve its Goals, Guiding Principles, and Vision. Each Action Plan contains:
    - **Constrained Policies.** This includes a series of recommended near-term, feasible policies that stakeholders should consider for implementation. For example, the RCP calls on the

SCAG to adopt policies that reflect its role as a planning agency, council of governments, and metropolitan planning organization. The RCP also recommends voluntary policies for consideration by local governments and other key stakeholders.

- **Strategic Initiatives.** This encompasses longer-term strategies that require significant effort to implement but are necessary to achieve the RCP's desired Goals and Outcomes. For example, identifying technological breakthroughs that can reduce air pollution from the transportation sector requires both commitment and time. Most of these initiatives are not constrained and will require political will, enabling legislation, new funding sources, and other key developments to become a reality. In most cases, this tier of strategies is the key to achieving the region's sustainability Goals and Outcomes.

Other policies contained within the 2008 RCP were either not applicable to the proposed project or are directed at the SCAG and actions that the SCAG would undertake at the regional level that would not pertain directly to the proposed project. Policies within the 2008 RCP that are applicable to the proposed project were identified and are discussed below.

Land Use and Housing Chapter

Goal *Focusing growth in existing and emerging centers and along major transportation corridors.*

Consistent. The proposed project site is currently underdeveloped and consists of undeveloped land. Regional access to the City and project area is provided from I-215, which runs north-south. In addition, Perris Boulevard, which is adjacent to the project site, is a fully-paved road with existing water and sewage facilities. The development of the proposed project would occur in an area where commercial, residential, and industrial development already exists, is under construction, or has been previously approved. The existing roadway system and infrastructure surrounding the project site will be utilized to the maximum extent possible. As required, the proposed project will install improvements and/or pay necessary fees to facilitate the continuation of satisfactory operation. The proposed project is consistent with this SCAG policy in that it exists along a major transportation corridor of the City and will be connecting to the existing utilities underlying Perris Boulevard.

Goal *Targeting growth in housing, employment and commercial development within walking distance of existing and planned transit stations.*

Consistent. The proposed project would comply with all City development policies, standards, and programs pertaining to supporting alternative modes of transportation included in the General Plan Circulation Element. In addition, the proposed project is located within an urbanizing area of the City. As provided in the inventory of cumulative projects (Table 2.A and Figure 2.1), the approved and planned development in the project area includes residential, commercial, and industrial uses. As such, the project site is in an area which is developing with projects that have already been approved and constructed, or in the various stages of the planning process. Because the project site is located adjacent to existing RTA routes, the proposed project would be accessible to existing transit systems. Future bus stops will be located per RTA recommendations in the proximity of the project site. As the project site is located in an area where commercial, residential, and industrial uses are planned or approved, and because the project site is readily accessible from I-215 and from existing RTA bus routes, the proposed project would be consistent with this SCAG Policy.

Policy LU-6.2 *Developers and local governments should integrate green building measures into project design and zoning such as those identified in the U.S. Green Building Council's Leadership in Energy and Environmental Design, Energy Star Homes, Green Point Rated Homes, and the California Green Builder Program.*

Consistent. Table 4.3.C of the Climate Change and Greenhouse Gas Emissions Section summarizes the extent to which the project would comply with the strategies to help California reach the emission reduction targets. In addition, the proposed project will pursue the Leadership in Energy and Environmental Design (LEED) Core & Shell rating program. This is anticipated to be achieved with

the incorporation of Green Building concepts and the project is expected to reach the LEED "Certified" rating. Therefore, the proposed project is consistent with this SCAG policy.

Open Space and Habitat Chapter

Policy OSC-8 *Local governments should encourage patterns of urban development and land use, which reduce costs on infrastructure and make better use of existing facilities.*

Consistent. The proposed project will be developed in areas that are presently served by various existing water, sewer, storm drainage, electrical, natural gas, and transportation services. During the construction of the project and as needed throughout the process, necessary utility and roadway improvements will be installed or extended to the project site from adjacent existing facilities. The utility and roadway improvements will facilitate future growth in the surrounding area. The supply of electricity and natural gas is demand-responsive and the project proponent would be required to meet the service requirements of these utility providers. By maximizing the use of existing facilities, the costs of expanding infrastructure would be minimized. Because the proposed project would be located in close proximity to existing industrial, commercial and residential structures requiring a similar type of infrastructure, it is consistent with this growth management policy.

Water Chapter

Policy WA-11 *Developers and local governments should encourage urban development and land uses to make greater use of existing and upgraded facilities prior to incurring new infrastructure costs.*

Consistent. Existing industrial development is located in the immediate vicinity of the project site where infrastructure for water, sewer, storm drainage, electrical, natural gas, and transportation facilities currently exist. During the construction of the project and as needed throughout the process, necessary utility and roadway improvements will be installed or extended to the project site from adjacent existing facilities. The utility and roadway improvements will facilitate future growth in the surrounding area. The availability of this infrastructure would reduce the cost to public agencies that would provide services to the project area. The proposed project would be developed in an area where such infrastructure is accessible. Furthermore, the project applicant would pay all applicable development fees for the necessary infrastructure and public service improvements, including those associated with water, sewer, drainage, roadways, fire, and police; therefore, the proposed project is consistent with this policy.

Energy Chapter

Policy EN-9 *Local governments should include energy analyses in environmental documentation and general plans with the goal of conserving energy through the wise and efficient use of energy. For any identified energy impacts, appropriate mitigation measures should be developed and monitored. The SCAG recommends the use of Appendix F, Energy Conservation, of the California Environmental Quality Act.*

Consistent. An analysis of energy use has been provided in Section 4.3 (Climate Change and Greenhouse Gas Emissions) of this EIR. The analysis includes strategies that have the goal of conserving energy and efficient energy usage. Therefore, the proposed project is consistent with this policy.

Policy EN-10 *Developers and local governments should integrate green building measures into project design and zoning such as those identified in the U.S. Green Building Council's Leadership in Energy and Environmental Design, Energy Star Homes, Green Point Rated Homes, and the California Green Builder Program. Energy-saving measures that should be explored for new and remodeled buildings include:*

- *Using energy-efficient materials in building design, construction, rehabilitation, and retrofit.*
- *Encouraging new development to exceed Title 24 energy efficiency requirements.*
- *Developing Cool Communities measures including tree planting and light-colored roofs. These measures focus on reducing ambient heat, which reduces energy consumption related to air conditioning and other cooling equipment.*
- *Utilizing efficient commercial/residential space and water heaters. This could include the advertisement of existing and/or development of additional incentives for energy-efficient appliance purchases to reduce excess energy use and save money. Federal tax incentives are provided online at http://www.energystar.gov/index.cfm?c=Products.pr_tax_credits.*
- *Encouraging landscaping that requires no additional irrigation; utilizing native, drought-tolerant plants can reduce water usage up to 60 percent compared to traditional lawns.*
- *Encouraging combined heating and cooling (CHC), also known as cogeneration, in all buildings.*
- *Encouraging neighborhood energy systems, which allow communities to generate their own electricity.*
- *Orienting streets and buildings for best solar access.*
- *Encouraging buildings to obtain at least 20 percent of their electric load from renewable energy.*

Consistent. The strategies listed in Section 4.2 and Section 4.3 of this EIR are considered to be air pollution and greenhouse gas emission reduction strategies, which include green building measures. These strategies are either part of the project, required mitigation measures, or requirements under local or State ordinances. Since the project would implement these strategies into project design and operation, the project would be consistent with this SCAG policy.

Solid Waste Chapter

Policy SW-14 *Developers and local governments should integrate green building measures into project design and zoning including, but not limited to, those identified in the U.S. Green Building Council's Leadership in Energy and Environmental Design, Energy Star Homes, Green Point Rated Homes, and the California Green Builder Program. Construction reduction measures to be explored for new and remodeled buildings include:*

- *Reuse and minimization of construction and demolition (C&D) debris and diversion of C&D waste from landfills to recycling facilities.*
- *An ordinance that requires the inclusion of a waste management plan that promotes maximum C&D diversion.*
- *Source reduction through (1) use of building materials that are more durable and easier to repair and maintain, (2) design to generate less scrap material through dimensional planning, (3) increased recycled content, (4) use of reclaimed building materials, and (5) use of structural materials in a dual role as finish material (e.g., stained concrete flooring, unfinished ceilings).*
- *Reuse of existing building structure and shell in renovation projects.*

Building lifetime waste reduction measures that should be explored for new and remodeled buildings include:

- *Development of indoor recycling program and space;*
- *Design for deconstruction; and*
- *Design for flexibility through use of moveable walls, raised floors, modular furniture, moveable task lighting, and other reusable components.*

Consistent. The strategies listed in Section 4.2 and 4.3 of this EIR are considered to be air pollution and greenhouse gas emission reduction strategies, which include green building measures. These strategies are either part of the project, required mitigation measures, or requirements under local or State ordinances. With implementation of these strategies/measures, the project would be consistent with this SCAG policy.

Transportation Chapter

Goal *A more efficient transportation system that reduces and better manages vehicle activity.*

Consistent. The proposed project would result in the development of employment opportunities in close proximity to housing. In addition, the project proposes sidewalks and landscaping treatments to provide for pedestrian access throughout the project site. The type of uses proposed and their proximity to each other allow for increased pedestrian and bicycle activity, limiting the need for vehicle travel. Therefore, this project is consistent with this transportation goal.

Security and Emergency Preparedness Chapter

Goal *Ensure transportation safety, security, and reliability for all people and goods in the region.*

Consistent. The proposed project is consistent with this goal in that the proposed project would be required to adhere to the City of Moreno Valley's General Plan. The General Plan contains goals and policies which aim to provide adequate and reliable transportation facilities. The goals and policies identified in the City's General Plan resemble those of the RCP that address mobility, traffic safety, environmental concerns, and land use consistency as the major traffic study factors to identify existing traffic conditions and to assess the future effects on area traffic patterns/flow. Since the proposed project is consistent with the General Plan, the proposed project is consistent with this policy.

Economy Chapter

Goal *Enable business to be profitable and competitive (locally, regionally, nationally, and internationally).*

Consistent. The proposed project would add to the City's portfolio of industrial services. Through the addition of the proposed project, the City would also expand its economic competitiveness with other areas in the region. Therefore, the proposed project is consistent with this policy.

Goal *Promote sustained economic health through diversifying the region's economy, strengthening local self-reliance and expanding competitiveness.*

Consistent. As previously stated, the proposed project would add to the City's portfolio of industrial services, which would enable the City to be more self-reliant through the provision of goods and services to residents within the City. Through the addition of the proposed project, the City would also expand its economic competitiveness with other areas in the region. Therefore, the proposed project is consistent with this policy.

Goal *Ensure a healthy, flourishing economy that provides sufficient employment opportunities to decrease poverty and meet the basic needs of all the people who participate in our economy by promoting education and workforce training policies that give residents an opportunity to compete for the full range of jobs available with good wages and benefits.*

Consistent. The proposed project is a warehousing project which would provide additional employment opportunities in the community. In addition, the proposed project would meet the basic needs of those who participate in the economy through the use of training in the workforce. Therefore, the proposed project is consistent with this policy.

Outcome *Increase job growth to add three million jobs to the regional economy by 2035.*

Consistent. The proposed project would result in additional jobs in the City, which would contribute to job growth in the regional economy. Therefore, the proposed project is consistent with this policy.

Outcome *Increase the region's economic vitality and attractiveness by focusing housing and job additions in urban centers, employment centers, and transportation corridors, such that there will be a minimum of 35 percent of the region's household growth and 32 percent of employment growth in these areas from their levels in 2005 by 2035.*

Consistent. As previously identified, development of the proposed on-site uses would increase the number of jobs in the City by approximately 646 positions. The SCAG regional forecasts indicate an increase in employment in the City of Moreno Valley from approximately 50,432 jobs in 2010 to 55,407 jobs in 2015. A similar job trend forecast is predicted for western Riverside County from approximately 588,523 jobs in 2010 to 609,219 jobs in 2015. Compared to the broader SCAG region, the City is "jobs poor." A city or sub-region with a jobs-to-housing ratio lower than the overall standard would be considered a "jobs poor" area, indicating that many of the residents must commute to places of employment outside the sub-area. Since the proposed project would add jobs to a "jobs poor" region, the proposed project would increase the region's economic vitality and attractiveness by job additions in urban centers and along transportation corridors. Therefore, the proposed project is consistent with this SCAG policy.

Regional Transportation Plan (RTP). SCAG is currently in the process of preparing the 2012 RTP. Therefore, the most recent RTP adopted by SCAG is the 2008 RTP. The 2008 RTP, adopted by the SCAG in May 2008, contains a set of existing socioeconomic projections used as the basis for the SCAG's transportation planning efforts. They include projections of population, housing, and employment at the regional, county, sub-regional, jurisdictional, Census tract, and transportation analysis zone levels. The RTP includes policies and regulations set forth to ensure development within the SCAG regional area is within planned and forecast socioeconomic projections. Goals established within the RTP include the following:

- Maximize mobility and accessibility for all people and goods in the region (discussed in Section 4.5: Traffic and Circulation);
- Ensure travel safety and reliability for all people and goods in the region (discussed in Section 4.5: Traffic and Circulation);
- Preserve and ensure a sustainable regional transportation system (discussed in Section 4.5: Traffic and Circulation);
- Maximize the productivity of our transportation system (discussed in Section 4.5: Traffic and Circulation);
- Protect the environment, improve air quality, and promote energy efficiency (discussed in Section 4.2: Air Quality);

- Encourage land use and growth patterns that complement our transportation investments and improve the cost-effectiveness of expenditures (discussed in Section 4.5: Traffic and Transportation); and
- Maximize the security of our transportation system through improved system monitoring, rapid recovery planning, and coordination with other security agencies (discussed in Section 4.5: Traffic and Transportation).

The proposed project is consistent with the RTP such that the proposed project would be required to adhere to the City of Moreno Valley's General Plan. The General Plan contains goals and policies that aim to minimize traffic congestion, provide adequate transportation facilities, and require development to pay its share of costs. The goals and policies identified in the City's General Plan resemble those of the RTP that address mobility, traffic safety, environmental concerns, and land use consistency as the major traffic study factors to identify existing traffic conditions and to assess the future effects on area traffic patterns/flow. Furthermore, the project shall be consistent with the General Plan and, since the General Plan shall be consistent with the RTP, it is reasonable to infer that the project is consistent with policies set forth in the RTP.

Compass Growth Vision. The Compass Growth Vision plan provides a framework for local and regional decision-making regarding growth, transportation, land use, and economic development. The framework includes principles and a specific set of strategies intended to achieve and improve a quality of life that promotes and sustains for future generations the region's mobility, livability, and prosperity. The main objective of the Compass Growth Vision is to manage the forecast growth while improving future living conditions for all people within the SCAG area, including live, work, and play activities. The following discussion includes the principles within the Compass Growth Vision plan and their association to the proposed project.

- ***Principle 1:*** Improve mobility for all residents.
- ***Principle 2:*** Foster livability in all communities.
- ***Principle 3:*** Enable prosperity for all people.
- ***Principle 4:*** Promote sustainability for future generations.

The proposed project is consistent with the four principles identified above. The nature of the proposed project allows the transport of commodities from a single area rather than multiple areas, minimizing vehicle trip generation. The proposed project supports the prosperity for all people by providing employment opportunities close to existing housing within the City of Moreno Valley. The proposed project is located in an area that is already developed with urban uses and where existing infrastructure (freeway, sewer, electrical, water, etc.) is accessible. During the construction of the project and as needed throughout the process, necessary utility and roadway improvements will be installed or extended to the project site from adjacent existing facilities. The utility and roadway improvements will facilitate future growth in the surrounding area. The development of the proposed project is consistent with the land use vision for the site and will augment existing services available in the City and region.

6.0 ALTERNATIVES

6.1 INTRODUCTION

An EIR must identify ways to mitigate or avoid the significant effects that a project may have on the environment. In compliance with *CEQA Guidelines* Section 15126.6(a), this Draft EIR must also describe "a range of reasonable alternatives to the project, or to the location of the project which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project." The EIR need not consider every conceivable alternative; rather it must consider a reasonable range of potentially feasible alternatives to the project, or to the location of the project, which would avoid or substantially lessen significant effects of the project, even if "these alternatives would impede to some degree the attainment of the project objectives, or would be more costly" (*CEQA Guidelines* Section 15126.6(b)). The discussion of project alternatives must "include sufficient information about each alternative to allow meaningful evaluation, analysis, and comparison with the proposed project." An EIR must evaluate a "No Project" alternative in order to allow decision-makers to compare the effect of approving the project to the effect of not approving the project.

The City, acting as the CEQA Lead Agency, is responsible for selecting a range of project alternatives for examination and must publicly disclose its reasoning for selecting those alternatives. The range of alternatives addressed in an EIR is governed by a "rule of reason," which requires the EIR to set forth only those alternatives necessary to permit a reasoned choice. Of the alternatives considered, the EIR need examine in detail only those the Lead Agency determines could feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project. Per *CEQA Guidelines* Section 15364, "feasible" has been defined as "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, legal, social, and technological factors."

6.1.1 Summary of the Proposed Project

The proposed project consists of the development of approximately 1,616,133 square feet of warehouse distribution uses, necessary parking, and associated site improvements on an approximately 71-acre site. The proposed Project would consist of one building which would be constructed with 264 vertical-lift dock-high roll up doors on the long (north and south) sides of the building to allow access for the loading and unloading of products from diesel truck/trailers. Building interiors are typically large and open to accommodate the temporary storage of the products to be distributed. The building will include a total of approximately 44,000 square feet of business office space for the management of the warehouse. Parking at the warehouse will be provided for 368 truck trucks and trailers as well as 589 parking stalls for passenger vehicles in accordance with City standards for light industrial uses. The proposed Project is consistent with the General Plan designation of Business Park/Light Industrial and zoning for the site of industrial/business park uses which is governed by Specific Plan (SP) 208 (Moreno Valley Industrial Area Plan).

Access to the proposed Project site will be provided via two driveways on Indian Street, three driveways on Grove View Road, and two driveways on Perris Boulevard. The northern driveway on Perris Boulevard will be for passenger vehicle and emergency access only. The southern driveway on Perris Boulevard will align with the existing signalized intersection at the Ross Distribution Warehouse entrance. The north Project driveway on Indian Street will be for passenger vehicle and emergency access only; all other driveways will be used by both passenger vehicles and trucks. The proposed Project is anticipated to be constructed by the year 2013.

The proposed Project will function as a trucking distribution hub for several types of items. Goods imported from the ports of California as well as other locations will be delivered via truck to the proposed distribution centers and distributed via truck to both in and out of state locations, thus benefiting both local and interstate commerce.

Within the past two years, the proposed Project site has received approximately 80,000 cubic yards of fill as part of an approved stockpile permit previously issued by the City. Due to the Project site's topography and drainage requirements, approximately 220,000 additional cubic yards of fill will be required. Analysis of the proposed Project's impacts is based on 220,000 cubic yards of imported fill required to complete the Project. It is reasonable to estimate that the fill may be obtained from a site located within 10 miles of the proposed Project in order to reduce import hauling costs, consistent with typical soil import/export hauling distances for projects in Moreno Valley.

In addition to construction of required street frontage improvements on Indian Street, Perris Boulevard, and Grove View Road, the Project includes construction of necessary infrastructure to provide water, sewer, phone, cable, natural gas, and electricity service. Drainage will be handled by a system of on-site collection/routing pipes, landscaped swales, sand filters, and paved landscape features.

Site and building design attributes for the proposed Project will incorporate many sustainability and Green Building concepts. Green Building is the practice of increasing building efficiency through site planning, water and energy management, material use, control of indoor air quality and the use of innovative design concepts. These practices help to improve building operational efficiency, conserve water, reduce waste, and lessen the heat island effect of development.

6.1.2 Project Objectives

The purpose of the proposed project is to provide a new facility that specializes in warehouse distribution services. Upon development, the proposed project will achieve the following:

- Create employment-generating opportunities for the citizens of Moreno Valley and surrounding communities;
- Encourage industrial development as attractive and productive uses while minimizing conflicts with the surrounding existing uses;
- Encourage warehouse distribution services that take advantage of the area's close proximity to various freeways and transportation corridors;
- Provide the infrastructure improvements required to meet Project needs in an efficient and cost-effective manner;
- Encourage new development consistent with the capacity and municipal service capabilities;
- Provide a high density, high-quality large-scale industrial development to provide jobs for residents at a variety of income levels;
- Facilitate the efficient and cost-effective movement of goods in and through the City, which, in turn, allows the City to compete economically on a domestic and international scale;
- Provide an industrial warehouse facility that meets the substantial and unmet demands of businesses located in the City and County;
- Cluster industrial warehouse uses near efficient access points to the state highway system to reduce traffic congestion on surface streets and to reduce concomitant air pollutant emissions from vehicle sources;

- Implement the City's General Plan Industrial/Business Park Land Use designations that are applicable to the site;
- Accommodate new development that channels land uses in a phased, orderly manner and is coordinated with the provision of necessary infrastructure and public improvements;
- Provide new development that will assist the City in obtaining fiscal balance in the years and decades ahead; and
- Address community circulation, both vehicular and pedestrian, utilizing available capacity within the existing circulation system, and provide fair share improvements to various future-year deficient intersections or road segments.

6.1.3 Summary of Proposed Project Significant Impacts

The analysis provided in Section 4.0 determined that, despite the implementation of mitigation measures, significant environmental impacts would result from the construction and operation of the proposed on-site uses. To satisfactorily provide the CEQA-mandated alternatives analysis, the alternatives considered must reduce any of the following project-related significant impact(s):

- Conversion of agricultural land and agricultural uses to urban land and urban uses;
- Emissions of NO_X and PM_{10} during construction operations;
- Long-term emissions of ROG, NO_X, CO, and PM_{10} resulting from increased vehicular trips and operation of the proposed on-site uses;
- Project contributions to cumulatively considerable greenhouse gas emissions;
- Impacts to level of service at roadway segments and freeway segments in the existing plus project condition (2007); and,
- Impacts to level of service at intersections, roadway segments, and freeway segments in the cumulative opening year (2013).

6.2 ALTERNATIVES CONSIDERED BUT NOT CARRIED FORWARD FOR ANALYSIS

In determining an appropriate range of alternatives to be evaluated in the EIR, three possible alternatives were considered and rejected because they could not accomplish the basic objectives of the project as listed above or they were considered infeasible. Per the *CEQA Guidelines* (Section 15126.6(c)), factors that may be considered when addressing the feasibility of alternatives include failure to meet most of the stated project objectives, infeasibility, or inability to avoid significant environmental effects. The purpose of the proposed project is to provide for and expand employment and revenue opportunities within the City of Moreno Valley. The proposed project would expand employment options in a location that is convenient to existing and future City residents and augment the City's economic base. The following three development scenarios were considered and rejected as potential alternatives to implementation of the proposed project:

- No Build Alternative;
- Residential Alternative; and
- Mixed Commercial/Residential Alternative.

Based on Section 15126.6 of the *CEQA Guidelines*, the following alternatives were rejected based on the criteria of not feasibly attaining most of the basic objectives of the project while reducing or

avoiding any of the significant effects of the proposed project. The reason or reasons for not selecting each of the rejected alternatives are discussed below.

6.2.1 No Build Alternative

Under the No Build Alternative, no development would take place within the project limits. No ground-disturbing activities would take place, nor would any form of structure or facility be erected. Impacts associated with this alternative, when compared to the proposed project, would not occur. In the absence of development, no impacts would occur and this alternative would be the environmentally superior alternative. However, disallowing development of the site, as suggested by this alternative, would not fulfill the primary objectives of the proposed project. Retention of the project site in its current condition would not expand employment opportunities to residents of the City. Retaining the site in its current undeveloped condition would not generate the revenue (e.g., property tax) that could augment the City's current revenue stream. Therefore, the No Build Alternative was rejected from further consideration in the EIR.

6.2.2 Residential Alternative

The Residential Alternative consists of the development of the 71-acre project site with approximately 355 single-family units[1] based on the City's R5 zone. The R5 zone was utilized as this is the zoning designation of the nearest residential uses to the north along Perris Boulevard north of the Perris Valley Storm Drain channel. A zone change, General Plan Amendment, and Specific Plan Amendment would be required for this alternative to change the project site from its existing Business Park/Light Industrial (BP) General Plan designation and Industrial Area Plan (SP208I) zoning designation to a residential R5 designation. Furthermore, a Specific Plan Amendment would be required to remove the project site from the underlying Industrial Specific Plan 208. Since the Residential Alternative consists only of residential uses, employment-generating opportunities would not occur aside from temporary construction work, which would be filled predominantly by those already residing in the area. The project's full potential to utilize the area's close proximity to various freeways and transportation corridors would not be realized as only residential uses would occur under the Residential Alternative. Additionally, the development of the entire 71-acre project site under this alternative would result in the placement of the residential uses adjacent to a major transportation corridor alongside SP208I industrial/business park uses which could potentially result in additional adverse impacts such as exposure to air pollutants, noise, and land use incompatibilities. This alternative has been rejected because it would result in greater impacts and would not satisfy the basic City objectives for development of the project site. A discussion of existing zoning for the entire project has been analyzed under Alternative 1: No Project.

6.2.3 Mixed Commercial/Residential Alternative

The Mixed Commercial/Residential Alternative would include the development of the 71-acre project site with approximately 690,000 square feet[2] of Community Commercial[3] uses and 532 multiple-family units.[4] A zone change, General Plan Amendment, and Specific Plan Amendment would be required for this alternative to change the project site from its existing Business Park/Light Industrial

[1] Based on assumption that the site is rezoned R5, which allows up to 5 dwelling units per acre; 71 acres × 5 dwelling units per acre = 355 dwelling units.

[2] The City's Municipal Code does not identify maximum lot coverage for Community Commercial uses; therefore, this figure assumes an approximately 25 percent lot coverage which is representative of similarly sized commercial uses in the region.

[3] Community Commercial zones allow for the development of a variety of business, retail, personal, and related or similar services.

[4] Based on assumption that half of the site is rezoned R15, which allows up to 15 dwelling units per acre; 35.5 acres × 15 dwelling units per acre = 532 dwelling units.

(BP) General Plan designation and SP208 Industrial/Business Park zoning designation to a residential designation and commercial designation. Additionally, a Specific Plan Amendment would be required to remove the project site from the underlying Industrial Specific Plan 208. These land use changes would produce additional environmental impacts not created by the proposed project. While the commercial component of this Alternative would utilize the project site's close proximity to nearby transportation corridors, the development of the remainder of the site with residential uses would not provide the varied employment and service uses and revenue associated with the proposed project. The development of approximately half of the project site under this alternative with residential uses would result in the placement of the residential uses adjacent to a major transportation corridor alongside SP208 Industrial/business park uses which could potentially result in additional adverse impacts such as exposure to air pollutants, noise, and land use incompatibilities. The residential component of this alternative would produce demand for public services that would exceed the amount of municipal revenues it would generate, and there would be little to no employment opportunities created. Therefore, the mixed commercial/residential alternative would not meet the project objectives of providing new employment and revenue generation options in close proximity to local consumers to the same degree as the proposed project. The employment opportunities and economic benefits derived from the proposed project are superior to the Mixed Commercial/Residential Alternative. This alternative has been rejected because it would result in greater impacts and would not satisfy the basic City objectives for development of the project site.

6.3 ALTERNATIVES ANALYSIS

Table 6.A summarizes the four alternatives have been identified and evaluated to provide decision-makers with a reasonable range of alternatives that would eliminate or reduce the impacts of the project. Factors considered in selecting the alternatives include site suitability, availability of infrastructure, other plans or regulatory limitations, economic viability, and whether the project proponent can reasonably acquire, control, or otherwise have access to the alternative site. An EIR need not consider an alternative whose impact cannot be reasonably ascertained and whose implementation is remote or speculative. In accordance with *CEQA Guidelines*, the alternatives considered in this EIR include those that 1) could accomplish most of the basic objectives of the project, 2) are reasonably feasible given the nature of the project and surrounding land uses, and 3) could avoid or substantially lessen one or more of the significant effects of the project.

Table 6.A: Summary of Analyzed Alternatives

Project Alternative	Alternative Description
Alternative 1 (No Project)	No change in General Plan designation or zoning of project site would occur. The project site would be developed with existing zoning resulting in the construction of 1,420,000 square feet of industrial warehouse uses on approximately 63 acres and approximately 180,000 square feet of commercial on 8 acres.
Alternative 2 (Reduced Intensity)	Total warehouse uses would be reduced to 1,212,100 square feet on 71 acres.
Alternative 3 (Commercial Center [Mixed Retail/Office])	General Plan and zoning designations for the site would be amended to accommodate the business and professional offices. Approximately 760,000 square feet of commercial service uses would be developed on approximately 35 acres. The balance of the site (35 acres) would be developed with up to approximately 760,000 square feet of office uses.

Table 6.A: Summary of Analyzed Alternatives

Project Alternative	Alternative Description
Alternative 4 (Off-Site)	Warehouse distribution uses consisting of 1,616,133 square feet on 70.3 acres bounded by Kramaria Street (extended) to the north, vacant and partially developed property and March Air Reserve Base to the west, Indian Street to the east, and the Perris Valley Storm Drain and vacant land to the south. The off-site location is approximately 1.3 miles northwest of the project site. No zone change or General Plan Amendment would be required. The applicant does not have control of this property.

Source: LSA Associates, Inc. 2011

Figure 6.1 illustrates the development scenarios have been identified as potential alternatives to implementation of the proposed project.

6.3.1 Environmental Impact Issues that are Generally Similar to the Proposed Project

Eight of the seventeen environmental issues for all the alternatives considered would result in a similar level of impact when compared to the project. Rather than repeat a discussion of these non-significant impacts under each alternative, a summary of these impacts is analyzed below.

- Agriculture and Forestry Resources
- Biological Resources
- Cultural Resources
- Geology and Soils
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Mineral Resources
- Recreation

The level of impact associated with these topics would be similar if developed as proposed by the project or if developed with any of the alternatives. Where impacts related to any of these issues do differ among project alternatives, an appropriate discussion is provided for the respective alternative.

6.3.1.1 Agriculture and Forestry Resources

Development of any of the alternatives, with the exception of the Off-Site Alternative, would have similar agricultural- and forestry-related impacts. Section 4.1 of the EIR concluded that there are no forest resources located within the City limits. As such, no impacts to forest resources would occur with implementation of any of the alternatives, including the Off-Site Alternative. The Moreno Valley General Plan policies and zoning designations support agriculture only as an interim use, and no land in the City is designated solely for agricultural use or for agricultural preservation. No property within the City limits is located within a Williamson Act contract area. As such, no impacts related to Williamson Act land would occur with implementation of any of the alternatives, including the Off-Site Alternative. As identified in Sections 4.1.6.1 and 4.1.6.2 of the EIR, the development of the project site with urban uses would result in the conversion of State-designated Farmland (Prime Farmland, Farmland of Statewide Importance, and Farmland of Local Importance). Because no feasible mitigation measure is available to fully mitigate for the loss of State-designated Farmland, impacts associated with development of any of the on-site alternatives would remain significant and unavoidable. Therefore, compared with the proposed project, all on-site alternatives would have a significant and unavoidable impact on agricultural resources. A separate discussion for State-Designated Farmland impacts at the off-site location is provided in Section 6.3.2.4.

LSA

FIGURE 6.1

Proposed Project Location

Alternate Site

N

0 750 1,500

FEET

VIP Moreno Valley
Environmental Impact Report

SOURCE: Thomas Bros., 2009

I:\VOG1001\Reports\EIR\fig6-1_AlternateSite.mxd (12/30/11)

Alternative Site Location

Item No. E.2

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6.3.1.2 Biological Resources

All build alternatives would require site development resulting in the grading of the entire project site. No plant species listed by the State and/or Federal government as endangered or threatened was identified on-site during the field reconnaissance. Based on the *General Habitat Assessment* [1] prepared for the proposed project site, no evidence of a natural stream course, riparian area, or vernal pool was observed during the field reconnaissance. No impacts to endangered or threatened species would occur with implementation of all on-site alternatives. No impacts to riparian habitat, other sensitive natural communities[2], or federally-protected wetlands would occur with implementation of all on-site alternatives.[3]

While the project site is located within the Western Riverside County MSHCP, the project site is not within any MSHCP criteria cell or habitat linkage. [4] Furthermore, the project site is not located within an MSHCP mammal or amphibian survey area. The project site is within the Stephen's Kangaroo Rat Habitat Conservation Plan (SKR HCP) Fee Area, but is not within a Stephen's Kangaroo Rat Core Area. Focused surveys for SKR are not required for this project because the project lies within the SKR Fee Area; therefore, under the SKR HCP, only payment of a local mitigation fee is required.

The *General Habitat Assessment* concluded that the project site lacks suitable habitat to support special status plant species and no special status plant species observed on-site. However, the proposed project has the potential to affect one non-listed sensitive species, the burrowing owl. Burrowing owls or their sign (pellets, fecal material, or prey remains) were not observed during the habitat assessment surveys (February 2007) or focused surveys (August 2009) conducted on site.[5] Due to intensive disking that had occurred on site, only a few marginally suitable potential burrows were identified. Although burrowing owl is known to occur on land that has been disturbed, it tends to avoid heavily disked areas because potential burrows occlude/collapse. However, burrowing owls, and other native bird species protected under the Migratory Bird Treaty Act (MBTA), are very mobile and opportunistic species that can occupy a site. Adherence to identified **Mitigation Measures BIO-1** through **BIO-4** (refer to Section 2.5.2) would reduce impacts to a less than significant level. As was identified for the proposed project, these alternatives would produce less than significant impacts to biological resources with the adherence to identified mitigation measures. A separate discussion for the off-site location is provided in Section 6.3.2.4.

6.3.1.3 Cultural Resources

Development of any of the identified build alternatives, including the off-site alternative, would result in extensive ground-disturbing activities affecting the entire project site and off-site location, and similar paleontological impacts would be anticipated when compared to the proposed project. The *Phase I Cultural Resources Assessment and Paleontological Records Review*[6] prepared for the proposed project concluded that while the site contains a historic site and historic isolate, which were recorded and evaluated in accordance with CEQA, these historic resources were determined to be less than significant. The report also concluded that the project site has a low probability for containing archaeological resources and due to the disturbed nature of the site, impacts to archaeological resources would be less than significant. While no such resources have previously

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1 *General Habitat Assessment*, 71± Site (APNs: 316-210-071, -073, -075, -076), Moreno Valley, Riverside County California, Ecological Sciences, Inc., August 1, 2010.

2 *Focused Surveys for Selected Criteria Area and Narrow Endemic Plant Species*, 71± Site (APNs: 316-210-071, -073, -075, -076), Moreno Valley, Riverside County California, Ecological Sciences, Inc., November 9, 2009.

3 *Jurisdictional Survey and MSHCP Riparian/Riverine/Vernal Pools Evaluation*, 71± Site (APNs: 316-210-071, -073, -075, -076), Moreno Valley, Riverside County California, Ecological Sciences, Inc., November 1, 2009.

4 *Western Riverside County Multiple Species Habitat Conservation Plan, Volume I, Part I*, Dudek & Associates, June 17, 2003.

5 *Focused Western Burrowing Owl Survey*, 71± Site (APNs: 316-210-071, -073, -075, -076), Moreno Valley, Riverside County California, Ecological Sciences, Inc., November 11, 2009.

6 *Phase I Cultural Resources Assessment and Paleontological Records Review Perris Boulevard Project, Moreno Valley, Riverside County, California*, Michael Brandman Associates, March 22, 2007.

been detected within the project limits, activities undertaken for all alternatives (as with the proposed project) could encounter previously undetected paleontological resources. Adherence to the paleontological **Mitigation Measure CUL-1** (refer to Section 2.5.3) identified for the proposed project in the Initial Study (Appendix A of this EIR) would reduce impacts to less than significant. Compared with the proposed project, no greater impact would occur with any of the build alternatives.

6.3.1.4 Geology and Soils

Development of any of the on-site build alternatives would have similar geologic and soil-related impacts. The project site is not located in the vicinity of an active fault. Like all of southern California, the project site is located in a seismically active area and is subject to ground shaking resulting from activity on local and regional faults. However, the maximum credible earthquake event on the San Jacinto Fault zone affecting the project site would measure magnitude 7.2. This earthquake event is less than or equal to design levels as defined by the Uniform Building Code (UBC). The California Building Code (California Code of Regulations, Title 24) established engineering standards appropriate for the seismic zone in which development may occur. Development of the proposed project site would be required to adhere to UBC, the California Building Code, and City design and engineering standards. Impacts associated with this issue would be considered less than significant. The geotechnical analysis prepared for the proposed project concluded that the project site is not susceptible to seismic-related ground failure including liquefaction and landslides. Potential soil erosion impacts that may occur with development on the project site would be less than significant as all development within the City is required to adhere to the City's Grading Ordinance, obtain an NPDES Permit, and prepare an SWPPP, construction and operational, impacts associated with soil erosion hazards are less than significant.

The geotechnical analysis prepared for the proposed project[1] did indicate that on-site soils are potentially unstable. Adherence to **Mitigation Measure GEO-1** (refer to Section 2.5.4) would reduce impacts related to unstable soils to a less than significant level. Additionally, the geotechnical analysis also determined the presence of expansive soils on-site. Adherence to **Mitigation Measure GEO-2** (refer to Section 2.5.4) would reduce impacts related to expansive soils to a less than significant level. Compared with the proposed project, no greater impact would occur with any of the on-site build alternatives. A separate discussion for the off-site location is provided in Section 6.3.2.4.

6.3.1.5 Hazards/Hazardous Materials

Development of the any of the on-site build alternatives would still result in the on-site handling of hazardous substances, both during project construction and operation. It is assumed that, like any current use, these substances would continue to be applied in accordance with applicable local, state, and federal standards. There are no existing or proposed schools within a quarter mile of the proposed project site and the site is not identified on the DTSC's hazardous materials sites[2]. Air traffic related hazards would not occur at the proposed project site as the project site is not located within the safety hazard zones of March Air Reserve Base. Furthermore, the project site is not located within a Fire Hazard Area or within an area susceptible to wildfires identified by the City of Moreno Valley. With the adherence to existing hazardous materials regulations, impacts associated with hazards and hazardous materials under any of the on-site build alternatives would remain less than significant. A separate discussion for the off-site location is provided in Section 6.3.2.4.

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1 *Geotechnical Engineering Investigation Proposed Industrial Development Southwest Corner of Perris Boulevard and Grove View Road Moreno Valley, California*, NorCal Engineering, March 7, 2007.

2 *Phase I Environmental for the Evaluation of Potentially Hazardous Materials*, Centec Engineering, February 23, 2007.

6.3.1.6 Hydrology and Water Quality

As with the proposed project, the development of any of the on-site alternatives would require the modification of the existing on-site pattern of drainage and would require the installation of drainage improvements that may include on-site collection/routing pipes, landscaped swales, sand filters, and paved landscape features[1]. While the extent of the impermeable surfaces (parking area) required under each alternative is reduced from that required for the proposed project, the environmental impact of these improvements would be similar. All local, state, and federal policies and regulations pertaining to surface water and groundwater resources would remain in effect under these alternatives. Sedimentation and erosion from any on-site development has the potential to affect water quality. Similar to the proposed project, the construction of any on-site use would be required to follow applicable NPDES requirements, including the preparation of and adherence to a SWPPP and BMPs.[2] These requirements have been incorporated as **Mitigation Measures HYD-01** through **HYD-03** (refer to Section 2.5.6). As with the proposed project, runoff from paved surfaces, especially during a "first-flush" event, may be contaminated by a mixture of sediment, debris, and other contaminants. A standard condition with any such development would be preparation and implementation of a Water Quality Management Plan, which would effectively mitigate post-construction water quality impacts from the developed area. This requirement has been incorporated as **Mitigation Measure HYD-04** (refer to Section 2.5.6). All on-site alternatives would not interfere with groundwater recharge as the project site is not identified as a groundwater recharge area. To reduce the on-site flows to below or equal to pre-development conditions, the anticipated on-site flows would be routed to the water quality features such as vegetated swales, clarifiers, and sand filters to reduce flows leaving the site to pre-development flow rates. This requirement to reduce on-site flows to below or equal to pre-development conditions is incorporated as **Mitigation Measure HYD-05** (refer to Section 2.5.6). The project site is not located within a flood zone and the project site is not susceptible to mudslides, tsunamis, seiches, or flooding as a result of dam or levee failure. Similar to the proposed project, potential impacts related to hydrology and water quality would be less than significant for all on-site alternatives. A separate discussion for the off-site location is provided in Section 6.3.2.4.

6.3.1.7 Mineral Resources

The City of Moreno Valley General Plan does not identify the project site as a locally important mineral resource recovery site as there are no identified Mineral Resource Zones located with the City of Moreno Valley. Development of the project site or off-site location with any build alternatives would not result in the loss of or reduce the availability of mineral resources or the resource base from which they would be derived. Compared with the proposed project, no greater impact would occur for any of the project build alternatives.

6.3.1.8 Recreation

As with the proposed project, none of the build alternatives would include a residential component and potential jobs generated by the build alternatives would be filled predominantly by people already residing in the City because Moreno Valley is jobs poor. Therefore, there would be no increase in existing population and no increase in demand for park and recreation facilities resulting from development of Alternatives 2, 3, and 4. Because no increase in demand for recreational facilities would occur, impacts associated with recreation for any of the build alternatives would be similar in magnitude as the proposed project. Compared with the proposed project, no greater impact would occur for any of the project build alternatives.

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1 *Preliminary Hydrology Report and Hydraulic Analysis for PA09-0004 VIP Moreno Valley, SWC Perris Boulevard and Grove View Road*, Robert A. Bebensee, R.C.E., March 27, 2009.

2 *Preliminary Water Quality Management Plan, for PA09-0004 VIP Moreno Valley, SWC Perris Boulevard and Grove View Road*, Robert A. Bebensee, R.C.E., July 24, 2009.

6.3.2 Description and Impact Analysis of Alternatives

The following discussion compares the impacts of each alternative with the impacts of the proposed project, as detailed in Section 4.0 of this EIR. A conclusion is provided as to whether each alternative would result in one of the following:

- Reduction or elimination of the impact;
- A greater impact than the project;
- The same impact as the project; or
- A new impact in addition to the impacts of the proposed project impacts.

6.3.2.1 Alternative 1: No Project

Pursuant to CEQA (§15126.6[e][2]), the No Project Alternative should discuss what would reasonably be expected to occur, based on current plans and consistent with available infrastructure and community services, in the foreseeable future. The project site is currently zoned Industrial Specific Plan 208 (SP208 I). The project site is currently designated by the General Plan for Business Park/Light Industrial (BP). Given the goals and objectives of the City of Moreno Valley, it is highly reasonable in the event the proposed project were not approved, the site would be developed with some type of business park and/or industrial use. For analysis purposes, it is assumed that the No Project Alternative would result in the development of approximately 1,420,000 square feet of industrial warehouse uses on approximately 63 acres and approximately 180,000 square feet of commercial service uses on approximately 8 acres as would be allowed under the existing zoning and land use designations. The commercial service component of this alternative would be located along the frontage of Perris Boulevard while the industrial warehouse uses would occupy the remaining portion of the site.

Impact Analysis. Nine environmental issues would have impacts similar to those identified for the proposed project. These include the following:

- Aesthetics
- Agriculture and Forestry Resources;
- Biological Resources;
- Cultural Resources;
- Geology and Soils;
- Hydrology and Water Quality;
- Land Use;
- Mineral Resources; and
- Recreation.

Impacts associated with these topics would be similar to the proposed project because development of the site under the No Project Alternative would result in a similar footprint of development with no additional demand to services from residential uses. For this reason, impacts to these land-oriented impact topics would be similar resulting in the same level of impact.

The remaining environmental issues would, in some cases, result in similar impacts, but would be different enough to be discussed separately.

Air Quality. The No Project Alternative would require site grading and construction similar to that required of the proposed project. As identified in Section 4.2 of this EIR, short-term construction emission impacts associated with construction activities on the project site were mitigated to a less than significant impact with the exception of NO_X and PM_{10}. Since the No Project Alternative would require that the same amount of land be graded, the alternative would require similar grading and construction activities on site. Therefore, it is reasonable to anticipate that short-term construction

emission impacts would also be less than significant for all criteria pollutants, with the exception of NO_X and PM_{10}, under this alternative. Air quality impacts associated with NO_X and PM_{10} would significant and unavoidable with this alternative, similar to what was identified for the proposed project.

Under the No Project Alternative, the site would be developed with 1,420,000 square feet of industrial warehouse uses on approximately 63 acres and approximately 180,000 square feet of commercial service uses on approximately 8 acres as would be allowed under the existing zoning and land use designations. Based on these land uses, the No Project Alternative would generate approximately 6,738 daily vehicle trips and 572 p.m. peak hour trips (see Table 6.B).

The volume of each operational pollutant emitted during operation of this alternative would be correspondingly increased due to an increase of total daily vehicle trips. However, the traffic increase under the proposed project did not contribute to CO concentrations in excess of the state or federal standards. It is anticipated that this alternative would not exceed the state or federal one-hour and eight-hour standards. Because no CO hot spots would occur, the alternative would not have a significant impact on local air quality for CO. The long-term air quality impacts resulting from this alternative would still contribute criteria pollutants to an air basin that is in nonattainment for these criteria pollutants, similar to the proposed project. As identified in Table 6.B, long-term operational air pollutant emissions associated with the No Project Alternative would exceed SCAQMD emissions thresholds for CO, ROC, and NO_X, and reduced to less than significant for PM_{10}, and $PM_{2.5}$.

Table 6.B: Alternative 1 Operational Emissions

Source	Pollutant Emissions, lbs/day					
	CO	ROC	NOx	SOx	PM_{10}	$PM_{2.5}$
Proposed Project	830	143	990	1.5	170	42
Alternative 1	596	112	593	0.8	85	22
Net Change	-234	-31	-397	-0.7	-85	-20
SCAQMD thresholds	**550**	**55**	**55**	**150**	**150**	**55**
Alt. 1 exceeds thresholds?	**Yes**	**Yes**	**Yes**	**No**	**No**	**No**

Source: LSA Associates, Inc., October 2011.

When compared with the proposed project, air quality impacts associated with the No Project Alternative would be correspondingly increased in magnitude. Similar to the proposed project, the generation of these emissions would still result in a cumulative contribution of air pollutants in a nonattainment basin; therefore, impacts remain significant and unavoidable.

Hazards and Hazardous Materials. Development of the No Project Alternative would still result in the on-site handling of hazardous substances, both during project construction and operation. It is reasonable to assume that, like any current use, these substances would continue to be applied in accordance with applicable local, state, and federal standards. However, the No Project Alternative would result in the development of commercial service uses, which may include but is not limited to, gas stations and food service uses. These types of uses use and transport additional potentially hazardous materials not accounted for in the analysis of the proposed project. Because the No Project Alternative results in the development of commercial service uses, impacts associated with the transport or use of hazardous materials or potential upsets or accidents would be increased in magnitude due to the increased quantities of hazardous materials that would be present on site. However, with the adherence to existing hazardous materials regulations, impacts associated with hazards and hazardous materials under the No Project Alternative would remain less than significant.

Noise. The No Project Alternative would result in the construction of warehouse distribution and commercial service uses. As identified in Section 4.4 of this EIR, short-term construction noise impacts associated with the development of the project site were mitigated to a less than significant impact. Since the No Project Alternative would require similar site development during construction, short-term construction noise impacts would also be less than significant and similar in magnitude compared to the proposed project. The increase in project-related traffic under the No Project Alternative would result in an incremental increase in traffic noise. When compared to the proposed project, noise impacts associated with the No Project Alternative would be increased in magnitude. However, impacts would remain less than significant as some noise would still be generated under this alternative.

Population and Housing. The No Project Alternative would result in the development of 1,420,000 square feet of industrial warehouse uses on approximately 63 acres and approximately 180,000 square feet of commercial service uses on approximately 8 acres. Construction of the development envisioned under this alternative would create temporary construction jobs; however, these jobs would be likely filled by people already residing within the City. Utilizing an employment factor of one employee for every 629 square feet of service space,[1] the No Project Alternative is anticipated to generate approximately 286 commercial service jobs.[2] an employment factor of one employee for every 2,500 square feet of warehousing space,[3] the No Project Alternative is anticipated to generate approximately 568 warehousing jobs.[4] While additional jobs would be generated by the introduction of commercial service uses (addition of 286 jobs), the reduction in warehousing space would result in less warehousing jobs as the proposed project (reduction of 78). When this alternative is compared to the proposed project, the number of new jobs in the City would be a 32 percent increase over the proposed project.

The No Project Alternative would result in a greater amount of jobs created due to the development of commercial service uses. However, a large influx of new residents to the City is not anticipated due to the nature of the jobs generated by this alternative. The project would not directly affect population growth as compared with new residential development, because it is not creating homes. While the proposed project would generate employment opportunities, the jobs created are not expected to induce substantial growth in the City or region over and above the growth anticipated by the City's General Plan and the SCAG's regional growth forecasts. Population and housing impacts under this alternative would be similar in magnitude when compared to the proposed project. Therefore, impacts associated with this issue would remain less than significant.

Public Services. The No Project Alternative would result in the development of 1,420,000 square feet of industrial warehouse uses on approximately 63 acres and approximately 180,000 square feet of commercial service uses on approximately 8 acres within the project site. Similar to the proposed project, demands on schools, parks, other public facilities, law enforcement, and fire protection services would be similar in magnitude as no residential uses (impacts to schools and parks) are proposed under this alternative. Like the proposed project, development under this alternative would require payment of development impact fees for schools, police services, and fire services. The payment of development impact fees would offset any impacts to these public services that may result from the development of this alternative. Therefore, when compared to the proposed project, impacts associated with public services would remain less than significant with the payment of development impact fees.

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1 *Table IIB Average Number Employee per Square Foot, Employment Density Report*, Southern California Association of Governments, Natelson Company, Inc, October 2001.
2 Utilizing 1 employee/629 square feet of service use × 180,000 square feet of service use = 286 jobs.
3 *Table IIB Average Number Employee per Square Foot, Employment Density Report*, Southern California Association of Governments, Natelson Company, Inc, October 2001.
4 1 employee/2,500 square feet of warehousing use × 1,420,000 square feet of service use = 568 jobs.

Traffic. As indicated in Table 6.C, the No Project Alternative would generate approximately 6,738 daily vehicle trips and 572 p.m. peak hour trips. Compared to the proposed project, the No Project Alternative, which assumes development of existing zoning uses, would result in an increase of 33.4 percent of daily traffic trips. It is reasonable to assume that an increase of 33.4 percent in traffic trips would increase traffic on local roadways and intersections The increase in traffic may cause an existing intersection or roadway segment to operate at a deficient LOS. While significant traffic impacts may occur under this alternative, these impacts would be mitigated in a manner similar to those of the proposed project. However, despite the identification of mitigation measures, certain freeway segments and the I-215/Harley Knox Interchange improvements would not be under the jurisdiction of the City and can not be guaranteed to be in place when development under Alternative 1 would become operational. Therefore, when compared to the proposed project, traffic impacts would be greater due to the additional trip generation. However, the resulting impact significance would be similar and would remain significant and unavoidable until the improvements are in place.

Table 6.C: Comparison of Average Daily and P.M. Peak Hour Trips

Type of Development	PM Peak Hour	Average Daily Trips
Proposed Project	388	5,052
Alternative 1 (No Project)	572	6,738
Alternative 2 (Reduced Intensity)	291	3,791
Alternative 3 (Commercial Center)	2,113	18,065
Alternative 4 (Off-Site Location)	388 5,052	

Source: *ITE Trip Generation Handbook, 7th Edition*, LSA Associates, Inc., October 2011.

Utilities and Service Systems. Existing utility infrastructure for stormwater and wastewater is present in adjacent roadways or parcels. Like the proposed project, the applicant would connect to existing utility infrastructure subject to the terms and conditions of the City, EMWD, and RCFCWCD. As indicated in Table 6.D, the No Project Alternative would generate approximately 109,420 gallons of wastewater per day, which is approximately 73.5 percent more than the amount of wastewater that would be generated by the proposed project. However, similar to the proposed project, development under this alternative would be required to pay infrastructure fees and obtain approval from the wastewater treatment provider that would ensure there is excess capacity for the wastewater that would be generated by the proposed development. Therefore, impacts related to waste water and wastewater treatment would remain less than significant when compared to the proposed project.

Table 6.D: Comparison of Average Wastewater Generation

Type of Development	Gallons per day (gpd)
Proposed Project	63,070
Alternative 1 (No Project)	109,420
Alternative 2 (Reduced Intensity)	47,260
Alternative 3 (Commercial Center)	456,000
Alternative 4 (Off-Site Location)	63,070

Wastewater Factor Source: *Sewage Generation Rates*, Draft CEQA Thresholds Guide, 2006.

The development of the service commercial and industrial warehouse uses associated with this alternative would also require the installation of water supply infrastructure to serve the project site. As indicated in Table 6.E, the No Project Alternative would require approximately 31,020 gallons of water per day, which is a 37.7 percent reduction than what would be required by the proposed project. When compared to the proposed project, water usage demands would be reduced in magnitude. As identified for the proposed project, EMWD has indicated that it has water available to

serve the proposed project[1]. Therefore, it is reasonable to conclude that water would be available for development proposed for the No Project Alternative.

Like the proposed project, the No Project Alternative would also generate solid waste. As identified in Table 6.F, this alternative would generate 805 tons of solid waste per year, which is 89.9 percent more than what the proposed project would generate. Therefore, demands on solid waste services and landfill capacity would be increased in magnitude. However, similar to the proposed project, development under the No Project Alternative would be required to adhere to the provisions of the solid waste provider that would service the project site. When compared to the proposed project, solid waste impacts under this alternative would remain less than significant.

Table 6.E: Comparison of Average Water Use

Type of Development	Gallons per day (gpd)
Proposed Project	49,805
Alternative 1 (No Project)	31,020
Alternative 2 (Reduced Intensity)	37,354
Alternative 3 (Commercial Center)	140,000
Alternative 4 (Off-Site Location)	49,805

Water Use Factor Source: *Water Supply Assessment* Eastern Municipal Water District, January 20, 2010.

Table 6.F: Comparison of Average Solid Waste Generation

Type of Development	Tons per year (tons/yr)
Proposed Project	424
Alternative 1 (No Project)	805
Alternative 2 (Reduced Intensity)	319
Alternative 3 (Commercial Center)	3,648
Alternative 4 (Off-Site Location)	424

Solid Waste Factor Source: *Estimated Solid Waste Generation Rates*, California Integrated Waste Management Board, http://www.ciwmb.ca.gov/WASTECHAR/WasteGenRates/Commercial.htm, website accessed October 4, 2011.

Global Climate Change. GHG emissions associated with the No Project Alternative are correspondingly increased as the No Project Alternative would increase the number of daily trips made to the site. In addition, the No Project Alternative would decrease the amount of water utilized and wastewater generated. As identified in Table 6.G, the No Project Alternative would generate 20,600 tons of carbon (CO_2), 0.77 ton of methane (CH_4), and 0.004 ton of nitrous oxide (N_2O) per year. The total CO_2 equivalent[2] (Tg/yr CO_2 Eq.) for the No Project Alternative would be 0.02 Tg/yr CO_2 Eq., which is approximately 33 percent less than what was identified for the proposed project.

Table 6.G: Comparison of Greenhouse Gas Emissions

Alternatives	Greenhouse Gas Emissions (tons/yr)			Total CO_2 equivalent (Tg/yr CO_2 Eq.)*
	CO_2	CH_4	N_2O	
Proposed Project	39,000	1.3	0.004	0.03
Alternative 1 (No Project)	20,600	0	0.77	0.004	0.02

[1] *Water Supply Assessment for City of Moreno Valley Plot Plan Application PA09-004*, Eastern Municipal Water District, January 20, 2010.

[2] Carbon dioxide equivalent (CO_2 Eq.) is an internationally accepted measure that expresses the amount of other greenhouse gases (e.g., methane and nitrous oxide) in terms of the amount of carbon dioxide (CO_2). The CO_2 Eq. measure is used as a way to measure the warming potential of a greenhouse gas as compared to CO_2, which has the highest global warming potential.

Table 6.G: Comparison of Greenhouse Gas Emissions

Alternatives	Greenhouse Gas Emissions (tons/yr)			Total CO_2 equivalent (Tg/yr CO_2 Eq.)*
	CO_2	CH_4	N_2O	
Alternative 2 (Reduced Intensity)	12,200	0.45	0.004	0.01
Alternative 3 (Commercial Center)	49,000	1.9	0.005	0.04
Alternative 4 (Off-Site Location)	39,000	1.3	0.004	0.03

* Tg/yr CO_2 Eq. = teragrams or one million metric tons per year; this denotation is the standard metric unit utilized worldwide.
Source: LSA Associates, Inc. October 2011 and Greenhouse Gas Emissions and Global Climate Change Study, LSA Associates, Inc., August 2011 (Appendix E).

Cumulative Impacts. Similar to the proposed project, this alternative would contribute toward the permanent conversion of farmland, air quality operational emissions, and increased traffic operations on local roadways and at local intersections. Because this alternative would have a greater amount of traffic, the amount of operational emissions would be greater in magnitude. Because there are no feasible mitigation measures to reduce the cumulative impacts associated with long-term operational air pollutant emissions and increased traffic, long-term air quality and traffic impacts would remain significant and unavoidable. The No Project Alternative would also require the development of the project site. Since there is no feasible mitigation that would reduce the cumulative impacts associated with the conversion of farmland, cumulative impacts associated with farmland conversion would remain significant and unavoidable.

Conclusion. Under the No Project Alternative, impacts related to short-term construction-related air quality would be similar to the proposed project as the same amount of land would be disturbed and the same mix of equipment would be utilized. Long-term operational-related air quality emissions would be greater than the proposed project and would remain significant and unavoidable. Under this alternative, population and housing impacts would be similar in magnitude as no residential uses are proposed and the associated increases in employment are accounted for in the City General Plan and other applicable local and regional plans.

The development of the No Project Alternative would have similar demands on public services and recreation facilities. The payment of fees and adherence to development requirements would reduce these impacts to a less than significant level. Water supply is expected to be available as water demand is reduced and water demand was determined to be available for the proposed project. Because of the increase in vehicle trips achieved under this alternative, impacts to the operation of local roadways and intersections would be proportionally greater that what was identified for the proposed project; therefore, long-term traffic impacts would remain significant and unavoidable. Although traffic-related noise would be greater in magnitude, noise impacts would be similarly mitigated like the proposed project and would remain less than significant. Under this alternative, many of the proposed project objectives would be met as warehouse uses would be built. Development of this alternative would provide new employment opportunities for residents of Moreno Valley.

6.3.2.2 Alternative 2: Reduced Intensity

With the intent of avoiding or substantially reducing significant impacts created by the project traffic, air quality, and noise, the City has considered a Reduced Intensity Warehouse Alternative. This alternative includes one warehouse building covering approximately 1,212,100 square feet. Under this alternative, the proposed warehouse uses would represent a net decrease of approximately 25 percent compared to the proposed project. The existing BP General Plan designation and SP208 I zoning would be retained.

Impact Analysis. Nine environmental issues would have similar impacts as for the proposed project. These include the following:

- Agriculture and Forestry Resources;
- Biological Resources;
- Cultural Resources;
- Geology and Soils;
- Hazards and Hazardous Materials;
- Hydrology and Water Quality;
- Land Use;
- Mineral Resources; and
- Recreation.

Impacts associated with these topics would be similar to the proposed project because development of the site under the Reduced Intensity Alternative would result in a similar footprint of development with no additional demand to services from residential uses. For this reason, impacts to these land-oriented impact topics would be similar resulting in the same level of impact.

The remaining environmental issues would, in some cases, result in similar impacts, but would be different enough to be discussed separately.

Aesthetics. The proposed project site is not within a scenic vista identified by the City's General Plan or Specific Plan 208. Proposed development envisioned under the Reduced Intensity Alternative would be consistent with development envisioned in the General Plan and Specific Plan 208. The project site is not located along a state scenic highway, nor are any state scenic highways located in the project vicinity. The City's General Plan identifies major scenic resources as being visible from SR-60 and the development of the project site would not affect views of these major scenic resources. In addition, the project site does not contain rock outcroppings, historic buildings of significance, or other features that have been identified as scenic resources by either the City or State. The site does contain several ornamental trees (Eucalyptus, pine, and Peruvian pepper). Similar to the proposed project, prior to development of the site, the developer will be required to replace all mature trees 4 inches in diameter or greater in accordance with the City's tree removal replacement policy. Development that may occur on the project site would be required to adhere to City requirements for site development, similar to the proposed project. Although the visual characteristic of the project site would change, there would be no demonstrable negative aesthetic effect to the existing visual character or quality of the project site or its surroundings. The installation of on-site lighting to accommodate nighttime activities and for safety purposes would be required for this alternative, similar to the proposed project. Development of the warehouse uses envisioned under this alternative would be required to comply with design standards, such as lighting, setbacks, building height, lot dimensions, and maximum lot coverage contained in the City of Moreno Valley Municipal Code. While the total amount of square footage is reduced under the Reduced Intensity Alternative, site development would occur in a similar manner as the proposed project and would be required to adhere to the underlying development standards. Therefore, impacts associated with aesthetics for the Reduced Intensity Alternative are similar in magnitude to what was identified for the proposed project. Like the proposed project, impacts associated with this issue would be less than significant.

Air Quality. Because the amount of land to be graded with Alternative 2 would be equal to that of the proposed project, a similar mix of equipment as the proposed project would operate during earthmoving activities. The entire site will be graded and require import of soil to raise the building for drainage purposes. Therefore, construction emissions from the development of Alternative 2 would be similar to the proposed project, which is significant and unavoidable for NO_X and PM_{10}. Under this alternative, average daily traffic volumes would be reduced by 25 percent in comparison with the proposed project. As indicated in Table 6.H, the volume of each operational pollutant emitted during

operation of this alternative would be correspondingly reduced. However, unlike the proposed project, operational emissions for CO, and PM_{10} would not exceed daily SCAQMD thresholds. NOx and ROC operational emissions will exceed daily SCAQMD thresholds which is similar to the proposed project. Application of Leadership in Energy and Environmental Design (LEED) standards and green building design principles could reduce emissions from building operations such as heating and cooling; however, such standards and principles would not reduce emissions to below SCAQMD thresholds.

Table 6.H: Alternative 2 Operational Emissions

Source	Pollutant Emissions, lbs/day					
	CO	ROC	NOx	SOx	PM_{10}	$PM_{2.5}$
Proposed Project	830	143	990	1.5	170	42
Alternative 2	323	69	333	0.5	50	13
Net Change	-507	-74	-657	-1.0	-120	-29
SCAQMD thresholds	**550**	**55**	**55**	**150**	**150**	**55**
Alt. 2 exceeds thresholds?	**No**	**Yes**	**Yes**	**No**	**No**	**No**

Source: LSA Associates, Inc., August 2011.

Although operational air quality emissions would be reduced when compared to the proposed project during operations only, impacts would remain significant and unavoidable as there are no feasible mitigation measures identified that would reduce emissions to below the SCAQMD threshold for ROC and NO_X.

Noise. Under the proposed project, construction-related noise impacts were reduced to a less than significant level through the implementation of mitigation measures. Under this alternative, a similar amount of land would be disturbed; therefore, noise impacts associated with the construction of this alternative would be similar to those identified under the proposed project. With the implementation of mitigation identified for the proposed project, the short-term construction-related noise impacts associated with this alternative would remain less than significant, as identified for the proposed project. As with the proposed project, Alternative 2 would have truck deliveries and noise that would be generated during loading/unloading, trash compacting, and truck movements. Additionally, there would be noise associated with parking lot activities. These operational-related noise impacts associated with this alternative would remain less than significant, as identified for the proposed project.

The reduction in project-related traffic under this alternative would result in a decrease in long-term traffic noise due to a reduction of daily traffic trips to the project site. Under the proposed project, the increase in future traffic noise along local roadway segments would not increase beyond the threshold of perception. Under this alternative, future increases in traffic-related noise would not be above the threshold of perception due to a decreased contribution of future traffic volumes. When compared to the proposed project, this alternative's contribution to future traffic noise would be reduced, thereby reducing overall mobile source noise impacts within the area. When compared to the proposed project, operational noise associated with the Reduced Intensity Alternative would result in a less than significant impact, as identified for the proposed project.

Population and Housing. This alternative would result in the development of 1,212,100 square feet of warehouse uses. Utilizing an employment factor of one employee for every 2,500 square feet of warehouse space,[1] the Reduced Intensity Alternative is anticipated to generate approximately 485

[1] Inland Empire Distribution Center Operations Profile, WCL Consulting, June 10, 2008. 2,500 square feet per employee is an average of the Inland Empire rates.

employment opportunities.[1] Since warehouse jobs do not require skills that would require a specialized workforce that may not reside in the City, it is anticipated that these warehouse jobs would be filled predominately by persons already residing in the area. Therefore, no population increase would occur with the development of these warehouse jobs. When this alternative is compared to the proposed project, the number of new jobs would be 25 percent less than the proposed project. Similar to the proposed project, impacts related to population and housing would remain less than significant as this alternative would continue the existing development trend envisioned by the City.

Public Services. Compared to the proposed project, this alternative would result in a reduction of approximately 25 percent of proposed warehouse uses as compared to the proposed project. Similar to the proposed project, demands on schools, parks, other public facilities, law enforcement, and fire protection services would be similar in magnitude as no residential uses (impacts to schools and parks) are proposed under this alternative. Like the proposed project, development under this alternative would require payment of development impact fees for schools, police services, and fire services. The payment of development impact fees would offset any impacts to these public services that may result from the development of this alternative. Therefore, when compared to the proposed project, impacts associated with public services would remain less than significant with the payment of development impact fees.

Traffic. Based on trip generation rates published in *ITE Trip Generation Handbook, 7th Edition*, this alternative would generate approximately 3,791 daily vehicle trips, which is approximately 25 percent less than what was identified for the proposed project. With a 25 percent reduction in daily trips, it is reasonable to conclude that traffic volumes on local roadways and intersections would be reduced under this alternative. Although the volume of traffic is reduced under this alternative, impacts to LOS levels at nearby intersections and roadway segments would still occur and would require mitigation. The addition of traffic volumes associated with this alternative could result in a deficient LOS level at one or more of the intersections in the project vicinity during the lifetime of the development. While significant traffic impacts may occur under this alternative, these impacts would be mitigated in a manner similar to those of the proposed project. However, despite the identification of mitigation measures, certain freeway segments and the I-215/Harley Knox Interchange improvements would not be under the jurisdiction of the City and cannot be guaranteed to be in place when development under Alternative 2 would become operational. Therefore, when compared to the proposed project, traffic impacts would be lessened due to the reduced trip generation. However, the resulting impact significance would be similar and would remain significant and unavoidable until the improvements are in place.

Utilities and Service Systems. Existing utility infrastructure for storm water and waste water are present in adjacent roadways or parcels. Like the proposed project, development under this alternative would connect to existing utility infrastructure subject to the terms and conditions of the City, EMWD, and RCF CWCD. As indicated in previously identified Table 6.D, this alternative would generate approximately 47,260 gallons of wastewater per day, which is a 25 percent decrease in wastewater than would be generated by the proposed project. When compared to the proposed project, this alternative's demands on waste water treatment and capacity at existing wastewater treatment facilities would be reduced in magnitude. However, like the proposed project, adherence to existing requirements identified by the City and EMWD would result in impacts remaining at a less than significant level.

[1] 1 employee/2,500 square feet of warehouse use × 1,212,100 square feet of warehouse use = 485 warehouse jobs.

The development of the warehouse uses associated with this alternative would also require the installation of water supply infrastructure. However, as previously indicated in Table 6.E, this alternative would require approximately 37,354 gallons of water per day, which is an approximately 25 percent decrease from that required by the proposed project. When compared to the proposed project, water usage demands would be reduced. However, similar to the proposed project, development under this alternative would be required to obtain verification from the water purveyor that water is available to serve the development. Since this alternative would utilize less water than the proposed project and since water supply for the proposed project is available, it is reasonable to conclude that if this alternative was built instead of the proposed project, adequate water would be available. Therefore, impacts related to water usage and water treatment/conveyance facilities would remain less than significant, similar to the proposed project.

Like the proposed project, the Reduced Intensity Alternative would also generate solid waste. As previously identified in Table 6.F, this alternative would generate 319 tons of solid waste per year, which is an approximately 25 percent decrease to what the proposed project would generate. Therefore, demands on solid waste services and landfill capacity would be reduced in magnitude. However, similar to the proposed project, development under the Reduced Intensity Alternative would be required to adhere to the provisions of the solid waste provider that would service the project site. When compared to the proposed project, solid waste impacts would remain less than significant.

Global Climate Change. GHG emissions under this alternative are correspondingly reduced as traffic trips are reduced. As previously identified in Table 6.G, this alternative would generate 12,200 tons of carbon (CO_2), 0.45 ton of methane (CH_4), and 0.004 ton of nitrous oxide (N_2O) per year. The total CO_2 equivalent for this alternative would be 0.01 Tg/yr CO_2 Eq., which is 67 percent less than the 0.03 Tg/yr CO_2 Eq. that would result from the operation of the proposed project.

Cumulative Impacts. Similar to the proposed project, the Reduced Intensity Alternative would contribute to the permanent conversion of farmland, long-term operational air pollutant emissions, and increased traffic operations on local roadways and at local intersections. Although the amount of operational air pollutant emissions and traffic would be reduced in magnitude, because there are no feasible mitigation measures to reduce long-term air pollutant operational emissions and increased traffic, cumulative impacts would remain significant and unavoidable.

As with the proposed project, the Reduced Intensity Alternative would also be consistent with the strategies to reduce California's emissions to the levels proposed in Executive Order S-3-05. However, given the uncertainty of data and appropriate methodology to accurately analyze, and the inability to quantify the reduction achieved through implementation of strategies and programs to reduce GHGs, the Reduced Intensity Alternative GHG emission contribution would result in a cumulative impact regarding global climate change. The cumulative impacts of the Reduced Intensity Alternative as with the proposed project on global climate change are considered to be significant and unavoidable.

This alternative would also require the development of the project site. Since there is no feasible mitigation that would reduce the cumulative impacts associated with the conversion of farmland, cumulative impacts associated with farmland conversion would remain significant and unavoidable.

Conclusion. Under the Reduced Intensity Alternative, impacts related to short-term construction-related air quality would be similar to the proposed project as the same amount of land would be disturbed and the same mix of equipment would be utilized. Long-term operational-related air quality impacts would be reduced in magnitude when compared to the project but would remain significant and unavoidable. The decrease in warehouse uses would result in a reduction of permanent jobs that

would be created. This alternative would have a reduced demand on public services and utilities and service systems. However, similar to the proposed project, the payment of fees and adherence to utility requirements would reduce these impacts to a less than significant level.

Because of the decrease in vehicle trips achieved under this alternative, impacts to the operation of local roadways and intersections would be proportionally reduced from what was identified for the proposed project; however, long-term traffic impacts would remain significant and unavoidable. Construction-related noise would be similarly mitigated like the proposed project and would remain less than significant. Water use for this alternative would be less than the proposed project and would generate less wastewater and solid waste. Under this alternative, the proposed project objectives are met and warehouse uses would still be built, but on a smaller scale.

6.3.2.3 Alternative 3: Commercial Center (Mixed Commercial/Office)

The Commercial Center Alternative would result in the development of commercial service and office uses on the project site. Although business and professional offices, financial institutions, and medical clinics are permitted in SP208, they are permitted only in the industrial support areas while commercial service-oriented uses are a permitted throughout the SP208 Industrial designation. For this reason, the General Plan and zoning designations for the site would need to be amended to accommodate the business and professional offices. Permitted commercial service uses include, but are not limited to, Automotive Sales/Rental/Leasing & Accessories, Automotive/Truck Repair, Business Supply/Equipment Sales/Rental & Services, and Repair Services. Approximately 760,000 square feet of commercial service uses would be developed on approximately 35 acres. The balance of the site (35 acres) would be developed with up to approximately 760,000 square feet of office uses.[1]

Impact Analysis. Eight environmental issues would have similar impacts as for the proposed project. These include the following:

- Agriculture and Forestry Resources;
- Biological Resources;
- Cultural Resources;
- Geology and Soils;
- Hazards and Hazardous Materials;
- Hydrology and Water Quality;
- Land Use and Planning; and,
- Mineral Resources.

Impacts associated with these topics would be similar to the proposed project because development of the site under the Commercial Center Alternative would result in a similar footprint of development with no additional demand to services from residential uses. For this reason, impacts to these land-oriented impact topics would be similar resulting in the same level of impact.

The remaining environmental issues would, in some cases, result in similar impacts, but would be different enough to be discussed separately.

Aesthetics. The proposed project site is not within a scenic vista identified by the City's General Plan or Specific Plan 208. Proposed development envisioned under the Commercial Center Alternative would be consistent with development permitted for the site in the General Plan and Specific Plan 208. The project site is not located along a state scenic highway, nor are any state scenic highways located in the project vicinity. The City's General Plan identifies major scenic resources as being visible from SR-60 and the development of the project site would not affect views of the se major

[1] Square footage is based on a 50 percent development of the project site.

scenic resources. In addition, the project site does not contain rock outcroppings, historic buildings of significance, or other features that have been identified as scenic resources by either the City or State. The site does contain several ornamental trees (Eucalyptus, pine, and Peruvian pepper). Similar to the proposed project, prior to development of the site, the developer will be required to replace all mature trees 4 inches in diameter or greater in accordance with the City's tree removal replacement policy. Development that may occur on the project site would be required to adhere to City requirements for site development, similar to the proposed project. Although the visual characteristic of the project site would change, there would be no demonstrable negative aesthetic effect to the existing visual character or quality of the project site or its surroundings. The installation of on-site lighting to accommodate nighttime activities and for safety purposes would be required for this alternative, similar to the proposed project. Development of the warehouse uses envisioned under this alternative would be required to comply with design standards, such as lighting, setbacks, building height, lot dimensions, and maximum lot coverage contained in the City of Moreno Valley Municipal Code. While the visual character of the development proposed under the Commercial Center Alternative would differ from that of the proposed project, the development that may occur would be required to adhere to site development standards in accordance with the underlying land use designation. It is expected that the visual character of the Commercial Center Alternative would be compatible with existing and future adjacent development. Therefore, impacts associated with aesthetics for the Commercial Center Alternative are similar in magnitude to what was identified for the proposed project. Like the proposed project, impacts associated with this issue would be less than significant.

Air Quality. Since the amount of land to be developed under this alternative would equal that developed under the proposed project, it is reasonable that a similar mix of equipment would operate during earthmoving and construction activities. As with the proposed project, peak daily construction emissions would be similar, which is significant and unavoidable for NO_X and PM_{10}. Although SCAQMD regulations and project-specific mitigation measures would reduce the amount of construction emissions, impacts associated with construction emissions for NO_X and PM_{10} remain significant and unavoidable.

As previously identified in Table 6.C, the Commercial Center Alternative would generate approximately 18,065 daily vehicle trips, which is more than the trips associated with the proposed project. Because the total number of trips is increased, the volume of each operational pollutants emitted during operation of this alternative would also be correspondingly increased. As indicated in Table 6.I, operational emissions would continue to exceed SCAQMD significance thresholds for ROG, NO_X, CO, and PM_{10} as identified for the proposed project.

Table 6.I: Alternative 3 Operational Emissions

Source	Pollutant Emissions, lbs/day					
	CO	ROC	NOx	SOx	PM_{10}	$PM_{2.5}$
Proposed Project	830	143	990	1.5	170	42
Alternative 3	1,368	218	1,391	1.9	201	51
Net Change	+537	+75	+401	+0.4	+31	+9
SCAQMD thresholds	**550**	**55**	**55**	**150**	**150**	**55**
Alt. 3 exceeds thresholds?	**Yes**	**Yes**	**Yes**	**No**	**Yes**	**No**

Source: LSA Associates, Inc., October 2011

When this alternative is compared to the proposed project, impacts to air quality would be increased in magnitude. The volume of pollutants emitted would be increased and the long-term air quality impacts resulting from this alternative, as with the proposed project, would continue to be significant and unavoidable.

Noise. The extent and duration of construction activities for this alternative are anticipated to be similar to those of the proposed project. Therefore, construction noise resulting from the construction of this mix of uses would be generally similar to the proposed project. Development of this alternative would require the implementation of mitigation measures to reduce construction noise impacts to a less than significant level. Compared with the proposed project, the short-term noise impacts resulting from project construction and stationary noise impacts associated with the operation of the commercial/office uses would be similar and remain less than significant with mitigation incorporated.

The increase in project-related traffic for this alternative would result in an incremental increase in traffic noise. This alternative's contribution to future traffic noise would result in more trips on the road, which increases the overall mobile source noise impact as compared to the proposed project. Parking lot noise and mechanical ventilation noise would still occur under this alternative and noise from the loading docks would still be present as the alternative includes a commercial component. However, the uses envisioned under this alternative would increase the number (i.e., more commercial/office buildings) and extent of noise sources but would still have noise approaching levels identified for the proposed project. When compared to the proposed project, operational noise impacts would be similar.

Population and Housing. The Commercial Center Alternative would result in the development of approximately 760,000 square feet of commercial service uses and 760,000 square feet of office uses. Commercial service jobs are likely to be filled by persons already residing in the area. However, unlike commercial jobs, which can often be filled by most working adults, office jobs under this alternative may require the employment of persons in specialized fields, which may not include persons already living in the area. Persons from outside of the area may be required to relocate to Moreno Valley to fill positions for office uses, resulting in a population increase in the City. To analyze a worst-case scenario, it is assumed that 50 percent of the office jobs would be filled by people who are not living in the area. Utilizing employment factors of one employee for every 629 square feet of commercial use[1] and one employee for every 481 square feet of office uses, this alternative would create up to 2,788 jobs (1,208 commercial jobs and 1,580 office jobs).

When this alternative is compared to the proposed project, the number of new residents would be greater than that identified for the proposed project as the proposed project would not result in population growth. However, this alternative would not directly affect population growth as compared with new residential development, because it is not creating homes. While development under this alternative would generate employment opportunities, the jobs created are not expected to induce substantial growth in the City or region over and above the growth anticipated by the City's General Plan and the SCAG's regional growth forecasts. Infrastructure, including roads, sewers, water, and electricity, already exists around the project site. Impacts related to population and housing would remain less than significant as this alternative would continue the existing development trend envisioned by the City.

Public Services. As discussed above, the Commercial Center Alternative could result in population increase within the City. Because of the population increase associated with this alternative that would occur within the project limits, demands on schools, parks, other public facilities, law enforcement, and fire protection services would be greater in magnitude than what was identified for the proposed project. However, similar to the proposed project, development under this alternative would require payment of development impact fees for schools, police services, and fire services. The payment of development impact fees would offset any impacts to these public services that may result from the development of this alternative. Therefore, when compared to the proposed project,

[1] *Table IIB, Average Number of Employees per Square Foot, Employment Density Report*, Southern California Association of Governments, Natelson Company, Inc., October 2001.

impacts associated with public services would remain less than significant with the payment of development impact fees.

Recreation. As previously discussed, the Commercial Center Alternative could result in population increase within the City. Because of the population increase associated with this alternative that would occur within the project limits, demands on recreational facilities would be greater in magnitude than what was identified for the proposed project. However, similar to the proposed project, development under this alternative would require payment of development impact fees for recreation facilities. The payment of development impact fees would offset any impacts to these recreational facilities that may result from the development of this alternative. Therefore, when compared to the proposed project, impacts associated with recreation would remain less than significant with the payment of development impact fees.

Traffic. As identified in Table 6.C, this alternative would generate approximately 18,065 daily vehicle trips. In comparison to the proposed project, this alternative would result in a 257.6 percent increase in daily traffic. With an increase in daily traffic, an increase in volumes on nearby roads and intersections would occur and be greater in magnitude when compared to the proposed project. With the increase in traffic under this alternative, impacts to LOS levels at nearby intersections and roadway segments would still occur and would require mitigation. The addition of traffic volumes associated with this alternative could result in a deficient LOS level at one or more of the intersections in the project vicinity during the lifetime of the development. While significant traffic impacts may occur under this alternative, these impacts would be mitigated in a manner similar to those of the proposed project. However, despite the identification of mitigation measures, certain freeway segments and the I-215/Harley Knox Interchange improvements would not be under the jurisdiction of the City and cannot be guaranteed to be in place when development under this alternative would become operational. Therefore, when compared to the proposed project, traffic impacts would be greater due to the additional trip generation. However, the resulting impact significance would be similar and would remain significant and unavoidable until the improvements are in place.

Utilities and Service Systems. Similar to the proposed project, development under the Commercial Center Alternative would connect to existing utility infrastructure subject to the terms and conditions of the City, EMWD, and RCFCWCD. As indicated in previously identified Table 6.D, this alternative would generate approximately 456,000 gallons of wastewater per day, which is a 623.0 percent increase over what the proposed project would generate. When compared to the proposed project, wastewater treatment demand would be increased in magnitude as more wastewater would be generated under this alternative. However, like the proposed project, adherence to existing requirements identified by the City and EMWD would result in impacts remaining at a less than significant level.

The development of the commercial and office uses associated with this alternative would also require the installation of water supply infrastructure to serve the project site. The Water Supply Assessment indicated that adequate water supply exists and is forecast to be available in the future to accommodate the proposed project. As previously indicated in Table 6.E, the Commercial Center Alternative would require approximately 140,000 gallons of water per day, which is 181.1 percent greater than what would be required by the proposed project. When compared to the proposed project, therefore, water usage demands for this Alternative would be greater. However, similar to the proposed project, development under this alternative would be required to obtain verification from the water purveyor (EMWD) that water is available to serve the development. In the event that the amount of water required for this alternative is available, impacts associated with this issue would be less than significant. However, in the event that water is not available for the alternative, a new and significant impact associated with this issue would occur.

Like the proposed project, the Commercial Center Alternative would also generate solid waste. As previously identified in Table 6.F, this alternative would generate 3,648 tons of solid waste per year, which is 760.4 percent more than what the proposed project would generate. Therefore, demands on solid waste services and landfill capacity would be increased in magnitude. However, similar to the proposed project, development under the Commercial Center Alternative would be required to adhere to the provisions of the solid waste provider that would service the project site. When compared to the proposed project, solid waste impacts under this alternative would remain less than significant.

Global Climate Change. GHG emissions are correspondingly increased as the Commercial Center Alternative would increase the number of daily trips made to the site. As previously identified in Table 6.G, the Commercial Center Alternative would generate 49,000 tons of carbon (CO_2), 1.9 tons of methane (CH_4), and 0.005 ton of nitrous oxide (N_2O) per year. The total CO_2 equivalent for this alternative would be 0.04 Tg/yr CO_2 Eq., which is approximately 33 percent more than what was identified for the proposed project.

Cumulative Impacts. Similar to the proposed project, this alternative would contribute toward the permanent conversion of farmland, long-term operational air pollutant emissions, and increased traffic operations on local roadways and at local intersections. The amount of operational air pollutant emissions and traffic levels would be greater when compared to the proposed project. In addition, there are no mitigation measures that would reduce long-term air quality operational impacts to below SCAQMD threshold standard and no mitigation measures that would reduce impacts associated with increased traffic in the area. Therefore, cumulative impacts associated with long-term air quality and long-term traffic would remain significant and unavoidable. This alternative would also require the development of the project site. Since there is no feasible mitigation that would reduce the cumulative impacts associated with the conversion of farmland, cumulative impacts associated with farmland conversion would remain significant and unavoidable like the proposed project.

Conclusion. Under the Commercial Center Alternative, impacts related to short-term construction emissions would be similar to the proposed project as the same amount of land would be disturbed and the same mix of equipment would be utilized. Long-term operational-related air quality emissions would be increased in magnitude when compared to the project and would remain significant and unavoidable. Because of the increase in vehicle trips under this alternative, impacts to the operation of local roadways and intersections would be proportionally greater than what was identified for the proposed project. Long-term traffic impacts would remain significant and unavoidable. Traffic-related noise would be increased in magnitude but would be similarly mitigated like the proposed project and would remain less than significant.

This alternative would result in the development of office uses that would generate permanent jobs, which may require workers who are not current residents of the City. The proposed office uses would increase the total number of people that would be added to the City's population. This alternative would have greater demands on public services and recreation. However, the payment of fees would reduce these impacts to a less than significant level. This alternative would increase the amount of water utilized and increase the amount of wastewater and solid waste that would be generated on site. Similar to the proposed project, adherence to wastewater and solid waste requirements would reduce these impacts to a less than significant level. In the event that water is not available for development envisioned under this alternative, impacts to water resources would be significant and avoidable. Under this alternative, some of the proposed project objectives are not met as warehouse uses would not be built. However, development of this alternative would provide new employment opportunities for residents of Moreno Valley.

6.3.2.4 Alternative 4: Off-Site Location

This alternative would result in the same intensity of development of approximately 1,616,133 square feet of warehouse uses on approximately 70.3 acres. The alternative project site identified by the City is bounded by Kramaria Street (extended) to the north, vacant and partially developed property and March Air Reserve Base to the west, Indian Street to the east, and the Perris Valley Storm Drain and vacant land to the south. The off-site location is approximately 1.0 miles northwest of the project site and is within the same Industrial Area Specific Plan as the proposed project. This alternative off-site property is not owned or under the control of the applicant. The off-site location is currently zoned SP 208 I and is designated BP in the City's General Plan, identical to the proposed project, as properties within the existing Specific Plan 208 area within the City is planned for industrial development and contains properties comparable in size. The Specific Plan 208 area provides for business park, mixed use, light industry, and heavy industry districts on approximately 1,500 acres in southwestern Moreno Valley. Since the proposed uses are consistent with the uses identified for the off-site location, no zone change or General Plan Amendment would be required. Development of this site would not require soil import, inherently reducing impacts form air pollution emissions during construction.

Impact Analysis. Nine environmental issues would have similar impacts as the proposed project. These include the following:

- Cultural Resources;
- Geology and Soils;
- Hydrology and Water Quality;
- Land Use and Planning;
- Mineral Resources
- Population and Housing;
- Public Services;
- Recreation; and
- Utilities and Service Systems.

Impacts associated with these topics would be similar to the proposed project because development of the site under the Off-site Alternative would result in a similar footprint of development with no additional demand to services from residential uses. For this reason, impacts to these land-oriented impact topics would be similar resulting in the same level of impact.

The remaining environmental issues would, in some cases, result in similar impacts, but would be different enough to be analyzed separately under this alternative.

Aesthetics. The Off-Site Location Alternative would consist of similar warehouse structures and uses as the proposed project, just on a different project site. With the off-site location, surrounding views would include similar industrial uses, March Air Reserve Base, single-family residential uses, and vacant land. Under this alternative, development of the project site would still be required to comply with design standards contained in the City's Development Code such as setbacks, building height, lot dimensions, and maximum lot size. No significant visual resource has been identified within the limits of the alternative project site. Similar to the proposed project, this alternative would change the existing character of the site, replacing the current open space with developed uses. Like the proposed project, the warehouse uses would still require the installation and operation of parking and building lighting. Adherence to the City's lighting standards would reduce the significance of any impact associated with the generation of light or glare to a less than significant level. This alternative site is not identified as being within an area that would have scenic resources. Development of the alternative would result in a less than significant impact on aesthetics, similar to that identified for the proposed project.

Agriculture and Forestry Resources. Development of the off-site location would include the development of 70.3 acres with warehousing uses. As identified by the California Department of Conservation Farmland Mapping and Monitoring Program, the off-site location is identified as Farmland of Local Importance.[1] Similar to the proposed project, the off-site location is not under a Williamson Act contract. The total amount of farmland that would be converted to urban uses under the Off-Site Location Alternative would be similar when compared to the amount of farmland that would be converted under the proposed project. Similar to the proposed project, the off-site location is located in an area that has been developed with urban uses and is still in the process of developing with more urban uses. Unlike the proposed project, development that may occur on the off-site location would only result in the conversion of Farmland of Local Importance while the proposed project would result in the conversion of Prime Farmland, Farmland of Statewide Importance, and Farmland of Local Importance. Therefore, the potential for additional agricultural lands to be converted to urban uses would be similar in magnitude when compared to the proposed project. Since there are no mitigation measures to fully mitigate for the loss of farmland to urban development, impacts remain significant and avoidable, similar to the proposed project.

Air Quality. Under the Off-Site Location Alternative, the total amount of land to be graded would be approximately the same as the off-site location consists of approximately 70.3 acres. It is anticipated that a similar mix of equipment would operate during earthmoving and construction activities on the project site. Therefore, construction emissions from the development of Alternative 4 would be similar to the proposed project, which is significant and unavoidable for NO_X and PM_{10}. Although SCAQMD regulations and project-specific mitigation measures would reduce the amount of construction emissions, impacts associated with construction emissions for NO_X and PM_{10} remain significant and unavoidable.

Implementation of the Off-Site Alternative would result in the development of the same amount of warehouse space (1,616,133 square feet) as the proposed project. Since the Off-Site Location Alternative would have the same amount of square footage as the proposed project, it is reasonable to conclude that the Off-Site Location Alternative would generate the same amount of traffic. As previously indicated in Table 6.C, this alternative would generate approximately 5,052 daily vehicle trips. As identified in Table 6.J, the volume of each operational pollutant emitted during operation of this alternative would be similar to that identified for the proposed project.

Table 6.J: Alternative 4 Operational Emissions

Source	Pollutant Emissions, lbs/day					
	CO	ROC	NOx	SOx	PM_{10}	$PM_{2.5}$
Proposed Project	830	143	990	1.5	170	42
Alternative 5	830	143	990	1.5	170	42
Net Change	0	0	0	0	0	0
SCAQMD thresholds	**550**	**55**	**55**	**150**	**150**	**55**
Alt. 4 exceeds thresholds?	**No**	**Yes**	**Yes**	**No**	**Yes**	**No**

Source: LSA Associates, Inc., October 2011.

Although the off-site location would be located on a different site, CO hot spot conditions are anticipated to be similar to the proposed project as the off-site location is in close proximity to the project site. Because traffic associated with this alternative would be similar to what was identified for the proposed project, CO concentrations at local intersections would not be anticipated to exceed the state or federal one-hour and eight-hour standards. No CO hot spots would occur, and the proposed project would not have a significant impact on local air quality for CO. When the Off-Site Location

[1] *Farmland Mapping and Monitoring Program 2008*, California Department of Conservation Division of Land Resources, ftp://ftp.consrv.ca.gov/pub/dlrp/FMMP/pdf/2008/riv08_west.pdf, website accessed October 5, 2011.

Alternative is compared to the proposed project, impacts to air quality would be similar. Although the volume of pollutants emitted would be similar during the operational phase of the project, the long-term air quality impacts resulting from this alternative would still contribute criteria pollutants to a non-attainment air basin. Therefore, long-term air quality impacts associated with this alternative would continue to be significant and unavoidable, similar to the proposed project.

Biological Resources. The Off-Site Location Alternative would require site development in a similar manner as would be required for the proposed project. Although no site-specific surveys have been conducted for the off-site location, it is anticipated that biological communities present at the off-site location would be similar to biological communities present at the proposed project location. However, the potential exists for sensitive species to be present at the off-site location. While the presence of sensitive species on the alternative site cannot be confirmed without a biological survey, if sensitive species were absent from the Off-Site Location Alternative project site, biological resource impacts would be similar to the proposed project. However, if sensitive species are present at the off-site location, impacts to biological resources resulting from development of this alternative would be mitigated based on existing biological protocols or surveys that are required for such species. As identified for the proposed project, mitigation to address potential impacts to the sensitive species would also be required. When compared to the proposed project, this alternative would result in a similar impact on biological resources.

Hazards and Hazardous Materials. The off-site location is not identified on a list of hazardous waste generators or hazardous waste handlers.[1] While the presence of hazardous materials cannot be confirmed for the off-site location without a site-specific survey, because the off-site location has been utilized for agricultural production and because of the surrounding vacant land, it is anticipated that hazards materials that could be found on site would be similar to what was identified for the proposed project. Because this alternative includes warehouse uses similar to the proposed project, development under this alternative would still result in the on-site handling of hazardous substances, both during project construction and during operations.

The off-site location would be located within the MARB Safety Zone Area 2.[2] MARB Safety Zone Area 2 limits residential development to one dwelling unit per 2.5 acres and allows agricultural, industrial, and commercial uses. Although the off-site location is within MARB Safety Zone Area 2, the type of development that would occur under this alternative would be consistent with the development allowed in Safety Zone Area 2. Therefore, airport hazards associated with this alternative would be less than significant. The off-site location is located approximately one mile from an existing school (El Potrero Elementary School to the east). However, because the same regulations and standards associated with hazards and hazardous materials would apply under this alternative, impacts associated with the Off-Site Location Alternative would remain less than significant; similar to what was identified for the proposed project.

Noise. The nearest sensitive receptors to the off-site location would be an existing single family residential development across Iris Avenue, immediately adjacent to the northeast of the off-site location's northeastern boundary. The distance between the off-site location and the nearest sensitive receptor is closer than the distance between the proposed project site boundary and its nearest sensitive receptor is adjacent. Although the type of noise generated by the construction of the Off-Site Location Alternative is anticipated to similar to that of the proposed project, the noise experienced at the closest sensitive receptor would be increased due to a closer distance. No significant noise-

[1] *EnviroStor Database*, Department of Toxic Substances Control, http://www.envirostor.dtsc.ca.gov/public/, website accessed September 30, 2011.

[2] *March Air Reserve Base Safety Zone Map*, http://www.rcaluc.org/filemanager/plan/old//March%20Air%20Reserve%20Base%20(MARB).pdf, website accessed September 30, 2011.

related impact was identified with the construction or operation of the proposed project. Noise generated from construction operations, parking lots, loading areas, truck deliveries, and building machinery with this alternative would be increased to that identified for the proposed project. Traffic related noise is anticipated to be similar to the proposed project as the Off-Site Location Alternative would generate the same amount of daily vehicle trips. When compared to the proposed project, noise impacts would be greater in magnitude and would remain less than significant with mitigation.

Traffic. As identified in Table 6.C, this alternative would generate approximately 5,052 daily trips which is the same number that would occur with the proposed project. With the level of traffic remaining the same, volumes on nearby roads and intersections would be similar in magnitude when compared to the proposed project. However, despite the volume of traffic remaining the same, impacts to LOS levels at nearby intersections and roadway segments would still occur and would require mitigation. The addition of traffic volumes associated with this alternative could result in deficient LOS level at one or more of the intersections in the project vicinity during the lifetime of the development. While significant traffic impacts may occur under the Off-Site Location Alternative, these impacts would be mitigated in a manner similar to those of the proposed project. However, despite the identification of mitigation measures, certain freeway segments and the I-215/Harley Knox Interchange improvements would not be under the jurisdiction of the City and cannot be guaranteed to be in place when development under this alternative would become operational. Therefore, when compared to the proposed project, traffic-related impacts would be the same ad the proposed project and would remain significant and unavoidable.

Global Climate Change. GHG emissions are the same as the proposed project as the Off-Site Alternative is the proposed project on a nearby site in the City. As previously identified in Table 6.G, the Off-Site Location Alternative would generate 39,000 tons of carbon (CO_2), 1.3 tons of methane (CH_4), and 0.004 ton of nitrous oxide (N_2O) per year. The total CO_2 equivalent for this alternative would be 0.03 Tg/yr CO_2 Eq., which is the same amount that the proposed project would generate.

Cumulative Impacts. Similar to the proposed project, this alternative would contribute toward the permanent conversion of farmland, long-term operational air pollutant emissions, and increased traffic operations on local roadways and at local intersections. The amount of operational air pollutant emissions and traffic generated by the Off-Site Location Alternative would be similar to the proposed project, only on a different site. Similar to the proposed project, there are no mitigation measures that would reduce long-term air quality operational impacts to below SCAQMD threshold standard. Additionally, there are no mitigation measures that would reduce impacts associated with increased traffic in the area. Therefore, cumulative impacts associated with long-term air quality and long-term traffic would remain significant and unavoidable. This alternative would also require the development of the alternative site, resulting in a loss of farmland. Since there is no feasible mitigation that would reduce the cumulative impacts associated with the conversion of farmland, cumulative impacts associated with farmland conversion would remain significant and unavoidable similar to the proposed project.

Conclusion. With the Off-Site Location Alternative, impacts related to air quality and traffic impacts would be similar to those identified with the proposed project. Short-term construction and long-term air quality operational impacts under this alternative would remain significant and unavoidable and would result in similar conditions as identified for the proposed project. Additionally, due to adjacent sensitive receptors, potential impacts to these receptors would be greater in magnitude when compared to the proposed project. Similarly, noise impacts would be greater in magnitude due to the adjacent sensitive receptors. Operational traffic would result in increased traffic on existing roadways and may impact existing intersection's level of service within the area. This alternative would require

the same amount of water as the proposed project and would generate the same amount of wastewater and solid waste when compared to the proposed project. Similar to the proposed project, adherence to utility requirements would reduce these impacts to a less than significant level.

6.4 COMPARISON OF PROJECT ALTERNATIVES

The following discussion compares the impacts of each alternative with the impacts of the proposed project, as detailed in Section 4.0 of this EIR. Table 6.K compares the impacts of the alternatives with those of the proposed project. This table identifies whether the alternative results in (1) a reduction of the impact; (2) a greater impact than the project; or (3) the same impact as the project.

Table 6.K: Comparison of Alternatives to the Proposed Project

Environmental Issue	Proposed Project	Alternative 1: No Project	Alternative 2: Reduced Intensity	Alternative 3: Commercial Center	Alternative4: Off-Site Location
Aesthetics LTS		=	=	=	=
Agricultural Resources	SIG =		=	=	← SIG
Air Quality	SIG	→ SIG	← SIG	→ SIG	=
Biological Resources	LTS/mit	=	=	=	=
Cultural Resources	LTS/mit	=	=	=	=
Geology and Soils	LTS.mit	=	=	=	=
Global Climate Change	SIG	← SIG	← SIG	→ SIG	=
Hazards and Hazardous Materials	LTS/mit =		=	=	=
Hydrology and Water Quality	LTS/mit =		=	=	=
Land Use and Planning	LTS	=	=	=	=
Mineral Resources	NI	=	=	=	=
Noise LTS/mit		=	=	=	→
Population and Housing	LTS =		=	=	=
Public Services	LTS	=	=	→	=
Recreation and Parks	LTS =		=	=	=
Transportation and Traffic	SIG	→SIG	← SIG	→ SIG	=
Utilities and Service Systems	LTS =		=	=	=

Proposed Project
NI: No Impact
LTS: Less than Significant Impact
LTS/mit: Less than Significant Impact with Mitigation
SIG: Significant Impact with or without Mitigation
Project Alternatives
= Compared with the proposed project, no change in the significance of impact will occur.
→ Compared with the proposed project, the significance of the impact is increased.
← Compared with the proposed project, the significance of the impact is reduced.
+ Compared with the proposed project, a new impact has been identified.
←SIG Compared with the proposed project, the volume or extent of the impact is reduced, yet still significant.

6.5 ENVIRONMENTALLY SUPERIOR ALTERNATIVE

As detailed in Table 6.K, Alternative 2 (Reduced Intensity Alternative) reduces the severity of project-related air quality impacts. Though reduced, long-term air quality impacts would remain significant after mitigation for this alternative for NOx. In a similar manner, Alternative 2 would reduce the volume of daily traffic trips when compared to the proposed project; however, such impacts would remain significant and unavoidable until roadway improvements are completed. And, Alternative 2 would reduce the quantity of greenhouse gas emission when compared to the proposed project; however, impacts to Global Climate Change would remain significant and unavoidable. While Alternative 4 reduces impacts associated with the proposed project related to agricultural resources, impacts would still remain significant. Additionally, Alternative 4 would result in greater impacts related to air quality, hazards and hazardous materials, and noise. Impacts related to air quality would remain significant similar to the proposed project; however, impacts related to hazards and hazardous materials and noise would remain less than significant and less than significant with mitigation, respectively. The remaining environmental issues would ultimately be similar to the proposed project through adherence to existing standards and mitigation measures.

CEQA (*CEQA Guidelines Section 15126.6 (e[2])*) requires that the environmentally superior alternative be identified in the EIR. Based on the analysis in this section and the summary contained in Table 6.K, Alternative 2, the Reduced Intensity Alternative, is the environmentally superior alternative. The amount of development under this alternative would be reduced when compared to the proposed project; however, the Alternative 2 would not satisfy several of the project objectives shown in Table 6.L.

Table 6.L: Comparison of Alternative 2 to the Proposed Project Objectives

Project Objectives	Reasons Why Alternative 2 Satisfies the Project Objectives
Create employment-generating opportunities for the citizens of Moreno Valley and surrounding communities	**Meets Objective**
Encourage industrial development attractive and productive uses while minimizing conflicts with the surrounding existing uses	**Meets Objective**
Encourage warehouse distribution services that take advantage of the area's close proximity to various freeways and transportation corridors.	**Meets Objective**
Provide the infrastructure improvements required to meet Project needs in an efficient and cost-effective manner.	**Meets Objective**
Encourage new development consistent with the capacity and municipal service capabilities.	**Meets Objective**
Provide a high density, high-quality large-scale industrial development to provide jobs for residents at a variety of income levels.	**Does not meet objective.**
Facilitate the efficient and cost-effective movement of goods in and through the City, which, in turn, allows the City to compete economically on a domestic and international scale.	**Meets Objective**
Provide an industrial warehouse facility that meets the substantial and unmet demands of businesses located in the City and County	**Meets Objective**
Cluster industrial warehouse uses near efficient access points to the state highway system to reduce traffic congestion on surface streets and to reduce concomitant air pollutant emissions from vehicle sources	**Does not meet objective**
Implement the City's General Plan Industrial/Business Park Land Use designations that are applicable to the site.	**Meets Objective**
Accommodate new development that channels land uses in a phased, orderly manner and is coordinated with the provision of necessary infrastructure and public improvements.	**Meets Objective**

Table 6.L: Comparison of Alternative 2 to the Proposed Project Objectives

Project Objectives	Reasons Why Alternative 2 Satisfies the Project Objectives
Provide new development that will assist the City in obtaining fiscal balance in the years and decades ahead.	**Meets Objective**
Address community circulation, both vehicular and pedestrian, utilizing available capacity within the existing circulation system, and provide fair share improvements to various future-year deficient intersections or road segments.	**Meets Objective**

Because the Reduced Intensity Alternative allows the development of warehouse uses and the provision of new employment opportunities, it meets many of the City's stated project objectives, while at the same time reduces the impacts associated with the proposed project. Therefore, the Reduced Intensity Alternative has been determined to be the environmentally superior alternative. However, because of the location of the Alternative site and the lower industrial density, the Alternative fails to meet several objectives related to location and density efficiencies.

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9.0 ACRONYMS AND ABBREVIATIONS

µg/m^3	micrograms per cubic meter
AADT	Annual Average Daily Traffic
AAQS	ambient air quality standards
AB Assembly	Bill
ADT Average	Daily Traffic
AER	Annual Emission Reporting
AFV	alternative fuel vehicle
AFY acre-fe	et per year
AICUZ	Air Installation Compatible Use Zone
ALUC	Airport Land Use Commission
ALUP	Airport Land Use Plan
ANSI	American National Standards Institute
APN	Assessor's Parcel Number
APZ	Accident Potential Zone
AQMP	Air Quality Management Plan
ARB	California Air Resources Board
Basin	South Coast Air Basin
BMPs	Best Management Practices
CAA	Federal Clean Air Act
CAAQS	California Ambient Air Quality Standards
CAFÉ	Corporate Average Fuel Economy
CalEEMod	California Emissions Estimator Model
CalEPA	California Environmental Protection Agency
Caltrans	California Department of Transportation
CAPS	Criteria Area Plant Species
CARB	California Air Resources Board
CAT	Climate Action Team
CBSC	California Building Standards Commission
CCAA	California Clean Air Act
CDC	California Department of Conservation
CEC	California Energy Commission
CEQA	California Environmental Quality Act
CESA California	Endangered Species Act
CFCP	California Farmland Conservancy Program
CFCs Chlo	rofluorocarbons
CH_4 methane	
CNEL	Community Noise Equivalent Level
CO carbon	monoxide
CO_2E	carbon dioxide equivalent
CRA	California Resource Agency

dBA A-wei	ghted decibels
DIF	Development Impact Fee
DOF	Department of Finance
DTSC	Department of Toxic Substance Control
EIR	Environmental Impact Report
EMWD	Eastern Municipal Water District
EPA	U.S. Environmental Protection Agency
EPAct	Energy Policy Act
FEMA	Federal Emergency Management Agency
FESA	Federal Endangered Species Act
FHWA	Federal Highway Administration
FIRM	Flood Insurance Rate Map
FMMP	Farmland Mapping and Monitoring Program
ft Feet	
FTA	Federal Transit Administration
F-WQMP	Final Water Quality Management Plan
GHG gree	nhouse gas
gpd	gallons per day
GWP Global	Warming Potential
HCP	Habitat Conservation Plan
HFCs Hydroflu	orocarbons
HI Ha	zard Indices
HVAC	Heating, Ventilating, And Air Conditioning
I-215 Inters	tate 215
IPCC	Intergovernmental Panel on Climate Change
IS Initial	Study
JPA J	oint Powers Authority
LCC Land	Capability Classification
L_{dn}	Day-Night Average Noise Level
LE Land	Evaluation
LEED	Leadership in Energy and Environmental Design
L_{eq}	Equivalent Continuous Sound Level
LESA	Land Evaluation and Site Assessment
L_{max}	Maximum Noise Level
LOS	Level of Service
LSA	LSA Associates, Inc.
LST	Local Significance Threshold
MARB	March Air Reserve Base
MBTA	Migratory Bird Treaty Act
MCE	maximum credible earthquake
MEI	Maximum Exposed Individual
Metropolitan Metrop	olitan Water District
mg/m^3	milligrams per cubic meter
mgd	million gallons per day

MICR	Maximum Individual Cancer Risk
MIP	March Inland Port
MIPAA	MIP Airport Authority
MMRP	Mitigation Monitoring and Reporting Program
MMT	million metric tons
mpg	miles per gallon
mph	miles per hour
MPO	Metropolitan Planning Organization
MRZ	Mineral Resource Zone
MSHCP	Western Riverside County Multiple Species Habitat Conservation Plan
mty	million tons per year
MVPD	Moreno Valley Police Department
MVRWRF	Moreno Valley Regional Water Reclamation Facility
MVUSD	Moreno Valley Unified School District
N_2O	nitrous oxide
NAAQS	National Ambient Air Quality Standards
NEPS	Narrow Endemic Plant Species
NFMA	National Forest Management Act of 1976
NHTSA	National Highway Traffic and Safety Administration
NO_2	Nitrogen dioxide
NOI	Notice of Intent
NOP	Notice of Preparation
NO_X	nitrogen oxides
NPDES	National Pollutant Discharge Elimination System
NRCS	Natural Resource Conservation Service
O_3	Ozone
OMB	Office of Management and Budget
OPR	Office of Planning and Research
Pb	Lead
PCE	Passenger Car Equivalent
PFCs	Perfluorocarbons
PM	Particulate Matter
PM_{10}	Particulate matter with a diameter of 10 microns or less
$PM_{2.5}$	Fine particulate matter less than 2.5 microns in diameter
POU	Publicly Owned Utility
ppb	parts per billion
ppm	parts per million
P-WQMP	Preliminary Water Quality Management Plan
RCP	reinforced concrete pipe
RCP	Regional Comprehensive Plan
RCPG	Regional Comprehensive Plan and Guide
ROC	reactive organic compounds
ROG	reactive organic gases
RPA	Resources Planning Act of 1974

RTA	Riverside Transit Agency
RTP	Regional Transportation Plan
RUWMP	Regional Urban Water Master Plan
RWQCB	Regional Water Quality Control Board
SA Site	Assessment
SB Senate	Bill
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SF_6 s	ulfur hexafluoride
SIP	State Implementation Plan
SKR	Stephens' Kangaroo Rat
SKR HCP	Stephens' Kangaroo Rat Habitat Conservation Plan
SO_2 Sulfur	dioxide
SO_X sulfur	oxides
SP Spec	ific Plan
SR-60	State Route 60
SRA	Source Receptor Area
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TAC	Toxic Air Contaminants
T-BACT	Best Available Control Technology for Toxics
TDM	Transportation Demand Management
TPM	Tentative Parcel Map
tpy	tons per year
TUMF	Transportation Uniform Mitigation Fee
UBC	Uniform Building Code
USDA	United States Department of Agriculture
USDOT	United States Department of Transportation
USFS	United States Forest Service
VMT	Vehicle Miles Traveled
VOC	volatile organic compounds
WDID	Waste Discharge Identification Number
WQMP	Water Quality Management Plan
WRCOG	Western Riverside Council of Governments
WSA	Water Supply Assessment
ZNE Zero	Net Energy
ZOI	Zone of Influence

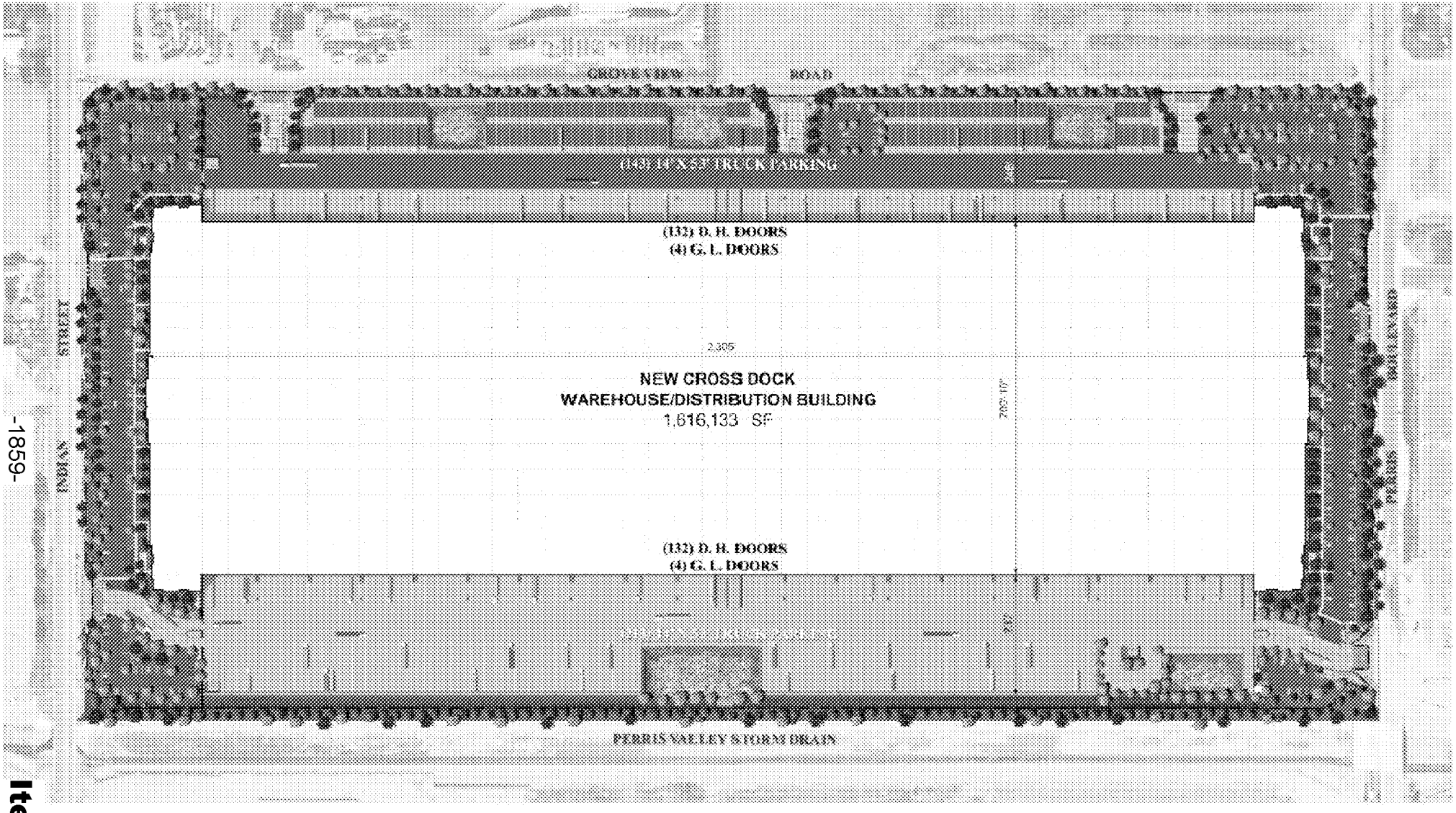
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ROAD
HIGH CUBE TRUCK PARKING
(132) D. H. DOORS
(4) G. L. DOORS
2,385'
NEW CROSS DOCK
WAREHOUSE/DISTRIBUTION BUILDING
1,616,133 SF
205'-10"
(132) D. H. DOORS
(4) G. L. DOORS
PERRIS VALLEY STORM DRAIN
EVANS
STREET
ORANGE TREE
STREET

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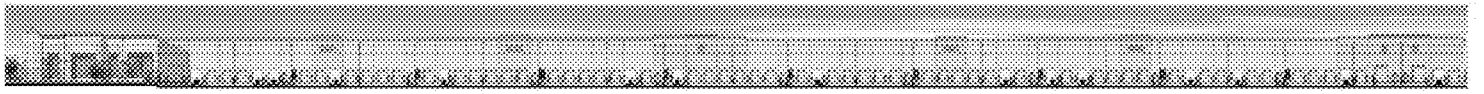

SOUTH ELEVATION (WEST SIDE)

SOUTH ELEVATION (EAST SIDE)

NORTH ELEVATION (EAST SIDE)

NORTH ELEVATION (WEST SIDE)

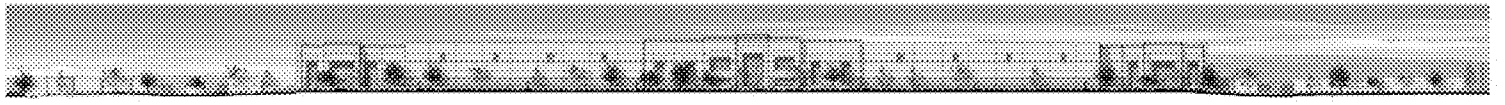

EAST ELEVATION

WEST ELEVATION

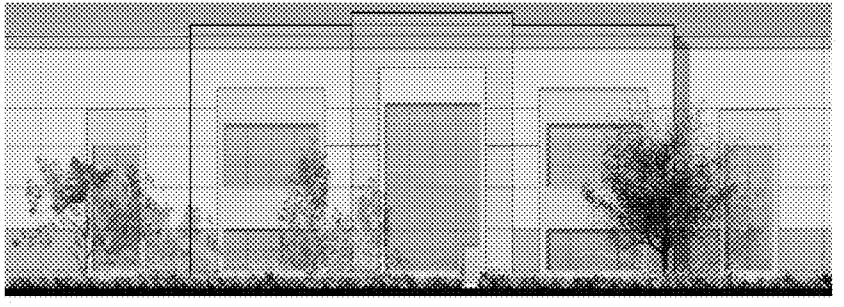

ENLARGED PARTIAL EAST ELEVATION

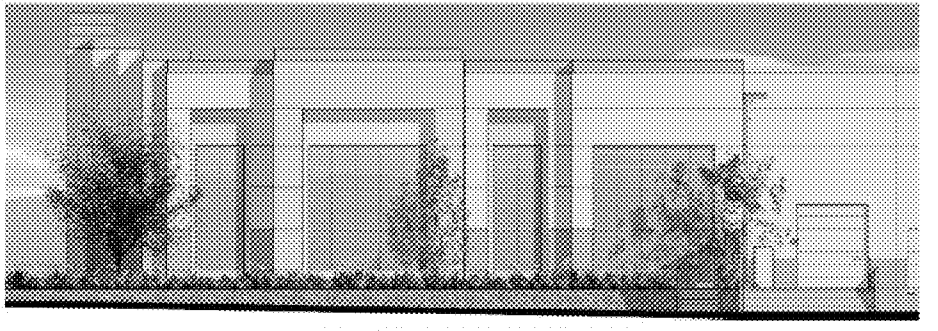

ENLARGED PARTIAL NORTH ELEVATION

VTP MORENO VALLEY

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VIP MORENO VALLEY

PERRIS BLVD. AND INDIAN STREET
MORENO VALLEY, CALIFORNIA
RKZ JOB # 06-28 JUNE 18, 2012

1" INSULATED DUAL PANE GLAZING
(AT OFFICE VISION WINDOWS ONLY)

EXTERIOR PANE:
1/4" THICK PILKINGTON EVERGREEN – LOW-E #2
INTERIOR PANE:
1/4" THICK CLEAR

CLEAR ANODIZED ALUMINUM FRAME

A DUNN EDWARDS – DE6143
"ALMOND LATTE"

B DUNN EDWARDS – DE6145
"ROCKY RIDGE"

C DUNN EDWARDS – DE6172
"BUNGALOW TAUPE"

VOGEL ENGINEERS, INC.
900 PASEO TESORO, WALNUT, CALIFORNIA 91789-2791
TEL (909) 598-7088 FAX (909) 598-2791

EXTERIOR COLOR BOARD

rkz architects, inc.

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MV00180515

ATTACHMENT 10

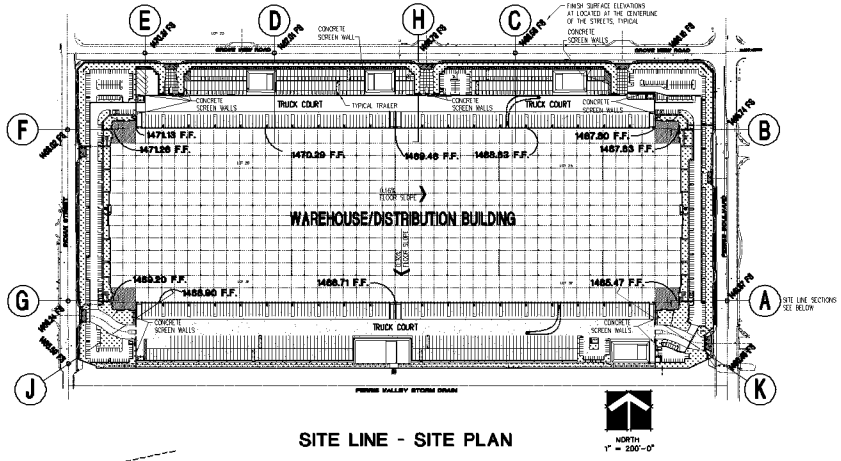

SITE LINE - SITE PLAN

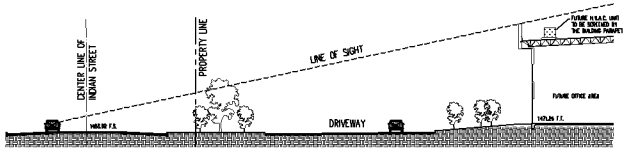

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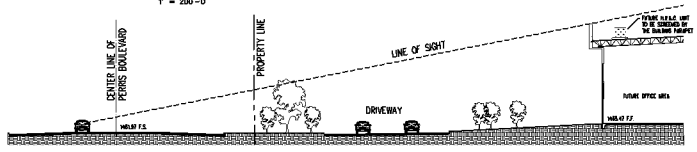

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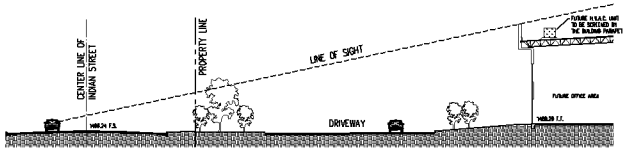

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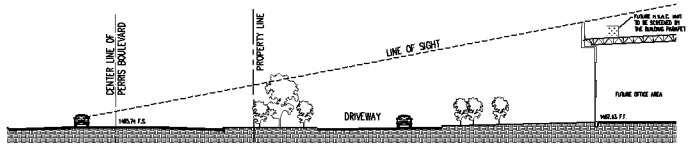

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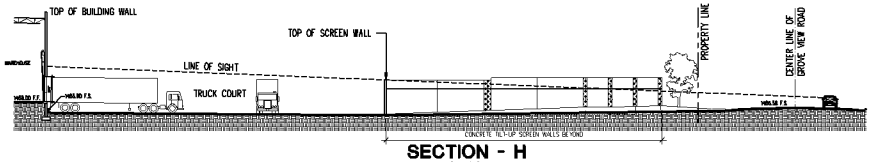

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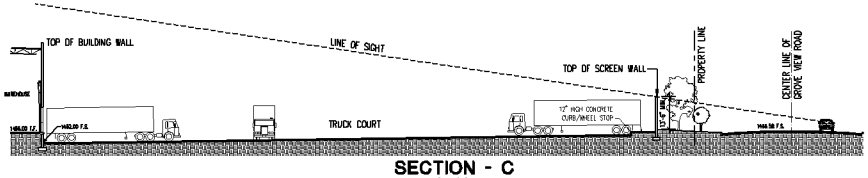

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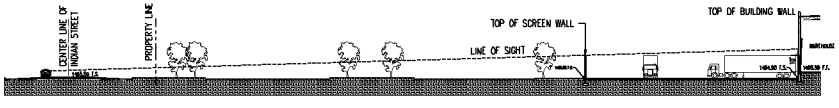

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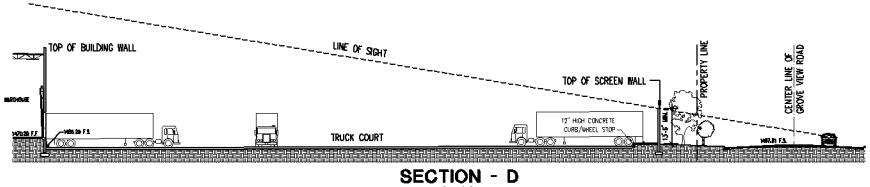

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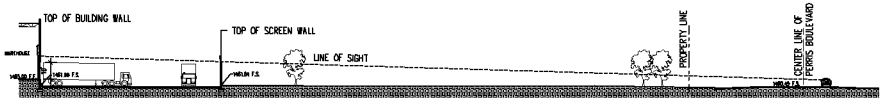

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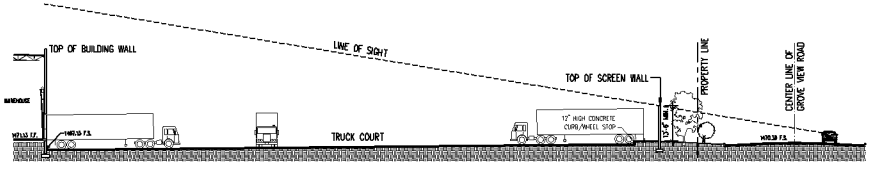

SECTION - E
SCALE : 1" = 20'-0"

rkz architects, inc.
3002 DOW AVENUE SUITE 225
TUSTIN, CALIFORNIA 92780
PH. 714.731.1140 FAX: 714.731.1080
www.rkzinc.com

OWNER/DEVELOPER:
VOGEL ENGINEERS, INC.
300 PASEO TESORO
WALNUT, CA 91789-2791
PHONE: 909 598-7065
FAX: 909 598-2917

VIP MORENO VALLEY
17777 PERRIS BOULEVARD
17700 INDIAN STREET
MORENO VALLEY CALIFORNIA 92551

VIP
VOGEL INDUSTRIAL PARK
MORENO VALLEY CA

REVISIONS
CONSTR.
BID
PLAN CHECK
DRAWN 10-16-08
JOB NO. 08-26
SHEET NAME
SITE LINE
SITE PLAN &
SECTIONS
SHEET NO.
A-7
OF SHEETS
PROJECT #PA09-0004 & PA09-0012

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MV00180517

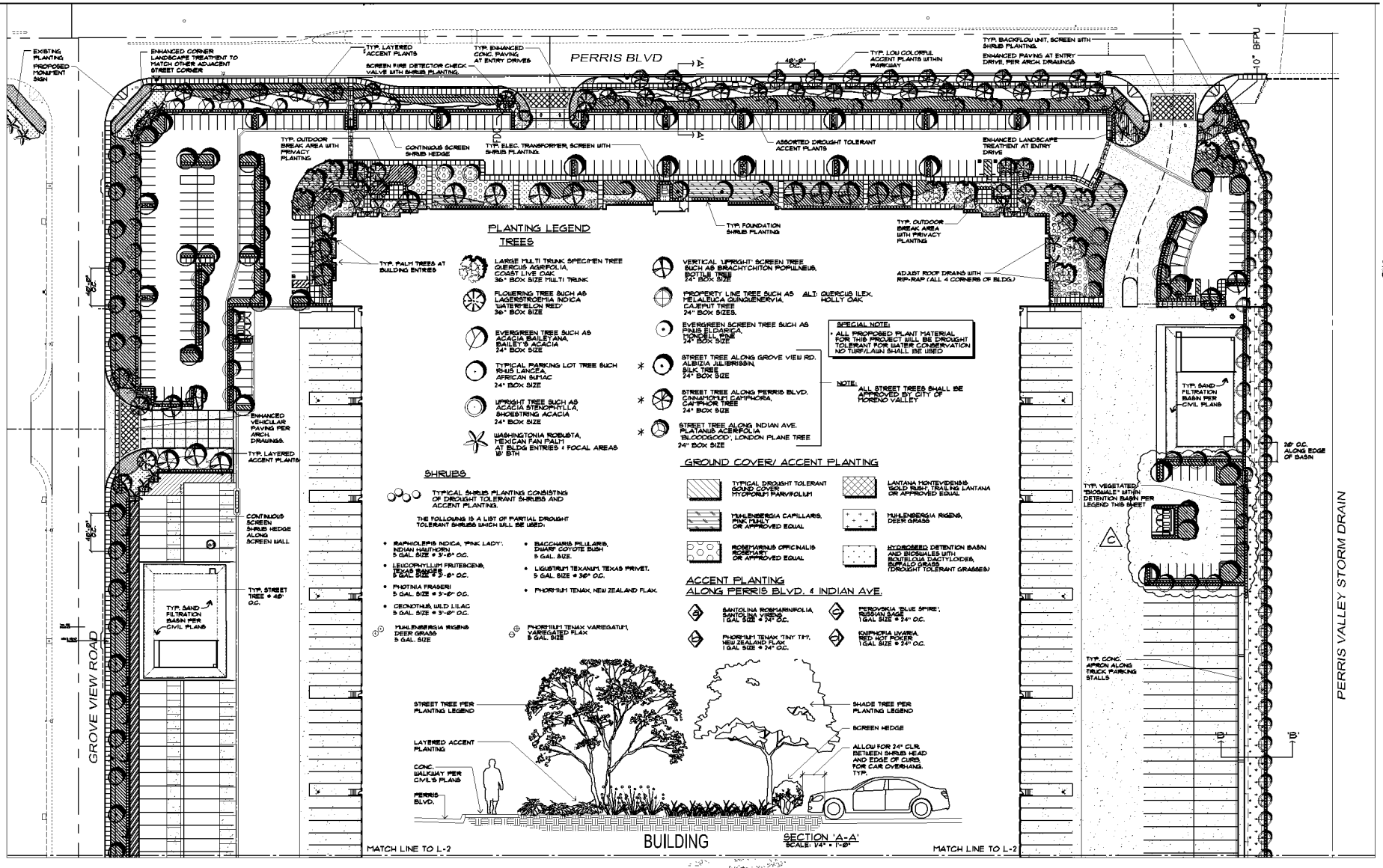

PLANTING LEGEND

TREES

- LARGE MULTI TRUNK SPECIMEN TREE — QUERCUS AGRIFOLIA, COAST LIVE OAK — 36" BOX SIZE MULTI TRUNK
- FLOWERING TREE SUCH AS LAGERSTROEMIA INDICA 'WATERMELON RED' — 36" BOX SIZE
- EVERGREEN TREE SUCH AS ACACIA BAILEYANA, BAILEY'S ACACIA — 24" BOX SIZE
- TYPICAL PARKING LOT TREE SUCH RHUS LANCEA, AFRICAN SUMAC — 24" BOX SIZE
- UPRIGHT TREE SUCH AS ACACIA STENOPHYLLA, SHOESTRING ACACIA — 24" BOX SIZE
- WASHINGTONIA ROBUSTA, 'MEXICAN FAN PALM' AT BLDG ENTRIES + FOCAL AREAS — 18' BTH
- VERTICAL 'UPRIGHT' SCREEN TREE SUCH AS BRACHYCHITON POPULNEUS, BOTTLE TREE — 24" BOX SIZE
- PROPERTY LINE TREE SUCH AS MELALEUCA QUINQUENERVIA, CAJEPUT TREE — 24" BOX SIZES. ALT: QUERCUS ILEX, HOLLY OAK
- EVERGREEN SCREEN TREE SUCH AS PINUS ELDARICA, CANARY PINE — 24" BOX SIZE
- STREET TREE ALONG GROVE VIEW RD. ALBIZIA JULIBRISSIN, SILK TREE — 24" BOX SIZE
- STREET TREE ALONG PERRIS BLVD. CINNAMOMUM CAMPHORA, CAMPHOR TREE — 24" BOX SIZE
- STREET TREE ALONG INDIAN AVE. PLATANUS ACERFOLIA 'BLOODGOOD', LONDON PLANE TREE — 24" BOX SIZE

NOTE: ALL STREET TREES SHALL BE APPROVED BY CITY OF MORENO VALLEY

SPECIAL NOTE:
- ALL PROPOSED PLANT MATERIAL FOR THIS PROJECT WILL BE DROUGHT TOLERANT FOR WATER CONSERVATION. NO TURF/LAWN SHALL BE USED

SHRUBS

TYPICAL SHRUB PLANTING CONSISTING OF DROUGHT TOLERANT SHRUBS AND ACCENT PLANTING.

THE FOLLOWING IS A LIST OF PARTIAL DROUGHT TOLERANT SHRUBS WHICH WILL BE USED:

- RAPHIOLEPIS INDICA, 'PINK LADY', INDIAN HAWTHORN — 5 GAL. SIZE @ 3'-0" O.C.
- LEUCOPHYLLUM FRUTESCENS, TEXAS RANGER — 5 GAL. SIZE @ 3'-0" O.C.
- PHOTINIA FRASERI — 5 GAL. SIZE @ 3'-0" O.C.
- CEONOTHUS, WILD LILAC — 5 GAL. SIZE @ 3'-0" O.C.
- MUHLENBERGIA RIGENS, DEER GRASS — 5 GAL. SIZE
- BACCHARIS PILULARIS, DWARF COYOTE BUSH — 5 GAL. SIZE.
- LIGUSTRUM TEXANUM, TEXAS PRIVET. — 5 GAL. SIZE @ 36" O.C.
- PHORMIUM TENAX, NEW ZEALAND FLAX.
- PHORMIUM TENAX VARIEGATUM, VARIEGATED FLAX — 5 GAL. SIZE

GROUND COVER/ ACCENT PLANTING

- TYPICAL DROUGHT TOLERANT GOUND COVER HYPOPUM PARVIFOLIUM
- MUHLENBERGIA CAPILLARIS, 'PINK MULY', OR APPROVED EQUAL
- ROSEMARINUS OFFICINALIS ROSEMARY, OR APPROVED EQUAL
- LANTANA MONTEVIDENSIS 'GOLD RUSH', TRAILING LANTANA OR APPROVED EQUAL
- MUHLENBERGIA RIGENS, DEER GRASS
- HYDROSEED DETENTION BASIN AND BIOSWALES WITH BOUTELOUA DACTYLOIDES, BUFFALO GRASS. (DROUGHT TOLERANT GRASSES)

ACCENT PLANTING ALONG PERRIS BLVD. & INDIAN AVE.

- SANTOLINA ROSMARINIFOLIA, SANTOLINA VIRENS — 1 GAL. SIZE @ 24" O.C.
- PHORMIUM TENAX 'TINY TIM', NEW ZEALAND FLAX — 1 GAL. SIZE @ 24" O.C.
- PEROVSKIA 'BLUE SPIRE', RUSSIAN SAGE — 1 GAL. SIZE @ 24" O.C.
- EUPHORBIA WARIA, RED HOT POKER — 1 GAL. SIZE @ 24" O.C.

WATER CONSERVATION STATEMENT

THE IRRIGATION SYSTEM WILL BE DESIGNED UTILIZING 'STATE OF THE ART' IRRIGATION EQUIPMENT SUCH AS 'MULTIPLE START TIMES FOR CONTROLLERS, 'RAIN SHUT OFF' DEVICE + CONTROLLERS, PRESSURE REGULATING MASTER VALVE + LOW FLOW IRRIGATION SPRAY/ROTOR + BUBBLER HEADS UTILIZING PVC SCREENS THROUGHOUT.

THIS LANDSCAPE DESIGN GROUPS PLANTS WITH SIMILAR WATER NEEDS TOGETHER INTO TWO DISTINCT HYDROZONES OF LOW/MODERATE AND HIGH AREAS. THE HIGH WATER USE HYDROZONES ARE COMPRISED OF TURF AND ANNUAL COLOR AND ARE LIMITED WITHIN THE OVERALL SQUARE FOOTAGE OF THE SITE. THE LOW HYDROZONE, WHICH IS MADE UP OF DROUGHT TOLERANT PLANT SPECIES COMPRISES OVER 75% OF THE TOTAL LANDSCAPE AREA. THE IRRIGATION SYSTEM HAS BEEN DESIGNED TO GROUP SIMILAR HYDROZONES WITHIN THE SAME IRRIGATION VALVE. IN ADDITION A MINIMUM OF 2" LAYER OF MULCH IS USED OVER THE ENTIRE SHRUB AREAS TO RETAIN SOIL MOISTURE.

THE PROJECT WILL BE DESIGNED WITH LOW ROTOR/OR BUBBLER IRRIGATION SYSTEMS WHENEVER POSSIBLE

- ALL IRRIGATION SHALL COMPLY WITH EASTERN MUNICIPAL WATER DISTRICT. (E.M.W.D.)

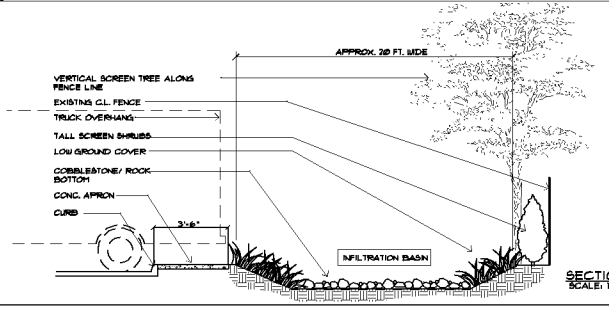

NORTH

0' 40' 80' 120' 160'
SCALE: 1" = 40'-0"

DIG ALERT
DIAL TOLL FREE
1-800-227-2600
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

ARCHITECTURE LAND PLANNING
rkz
RKZ, INC.
3000 BON AVENUE SUITE 110
TUSTIN, CALIFORNIA 92780
714/ 731-1140 FAX: 714/ 731-1090
www.rkzinc.com

SCOTT PETERSON LANDSCAPE ARCHITECT, INC.
P.O. BOX 817
LAKE ELSINORE, CA 92532
TEL: 909-257-8015
FAX: 909-257-8014
REGISTERED LANDSCAPE ARCHITECT
NO. 2078
SIGNATURE
DATE
STATE OF CALIFORNIA

OWNER/DEVELOPER:
VOGEL ENGINEERS, INC.
300 PASEO TESORO
WALNUT, CA 91785-2791
PHONE: 909 598-7065
FAX: 909 598-2917

VIP MORENO VALLEY
XXXXX & XXXXX PERRIS BOULEVARD
XXXXX & XXXXX INDIAN STREET
MORENO VALLEY CALIFORNIA 92551

VIP
VOGEL INDUSTRIAL PARK
MORENO VALLEY CA.

1-26-09
UP DATED 6-2-09
UP DATED 7-14-09
2-25-09 PLANNING DEPT.

REVISIONS
CONSTR.
BID
PLAN CHECK
DRAWN 12-04-08 LR
JOB NO. 06-28
SHEET NAME
CONCEPTUAL LANDSCAPE PLAN
SHEET NO.
L-1
OF SHEETS
PROJECT # P07-050

Item No. E.2

MV00180518

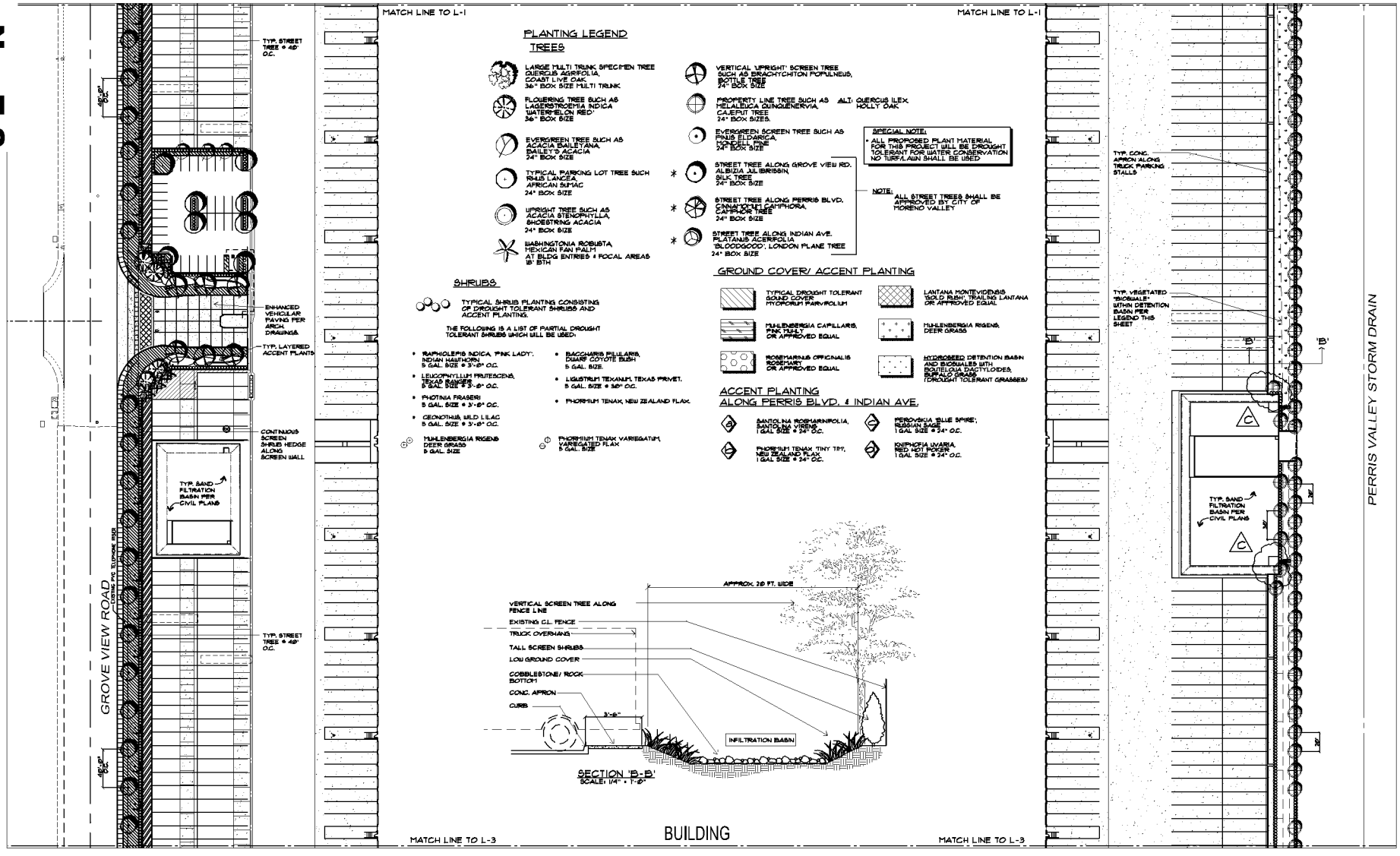

WATER CONSERVATION STATEMENT

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THE PROJECT WILL BE DESIGNED WITH LOW ROTORIOR BUBBLER IRRIGATION SYSTEMS WHENEVER POSSIBLE

• ALL IRRIGATION SHALL COMPLY WITH EASTERN MUNICIPAL WATER DISTRICT. (E.M.W.D.)

DIG ALERT
DIAL TOLL FREE
1-800-227-2600
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

RKZ, INC.
3000 DOW AVENUE SUITE 110
TUSTIN, CALIFORNIA 92780
714/ 731-1140 FAX: 714/ 731-1090
www.rkzinc.com

SCOTT PETERSON LANDSCAPE ARCHITECT, INC.
P.O. BOX 2157
LAKE ARROWHEAD, CA 92352
TEL: 909-337-8855
FAX: 909-337-8884

REGISTERED LANDSCAPE ARCHITECT
NO. 2078
SIGNATURE
DATE
STATE OF CALIFORNIA

OWNER/DEVELOPER:
VOGEL ENGINEERS, INC.
300 PASEO TESORO
WALNUT, CA 91785-2791
PHONE: 909 598-7065
FAX: 909 598-2917

VIP MORENO VALLEY
XXXXX & XXXXX PERRIS BOULEVARD
XXXXX & XXXXX INDIAN STREET
MORENO VALLEY CALIFORNIA 92551

VIP
VOGEL INDUSTRIAL PARK
MORENO VALLEY CA

1-26-09
UP DATED 5-0-09
UP DATED 7-14-09
12-09-09 PLANNING DEPT.

REVISIONS
CONSTR.
BID
PLAN CHECK
DRAWN 12-04-08 LR
JOB NO. 06-28
SHEET NAME
CONCEPTUAL LANDSCAPE PLAN
SHEET NO.
L-2
OF SHEETS
PROJECT # P07-050

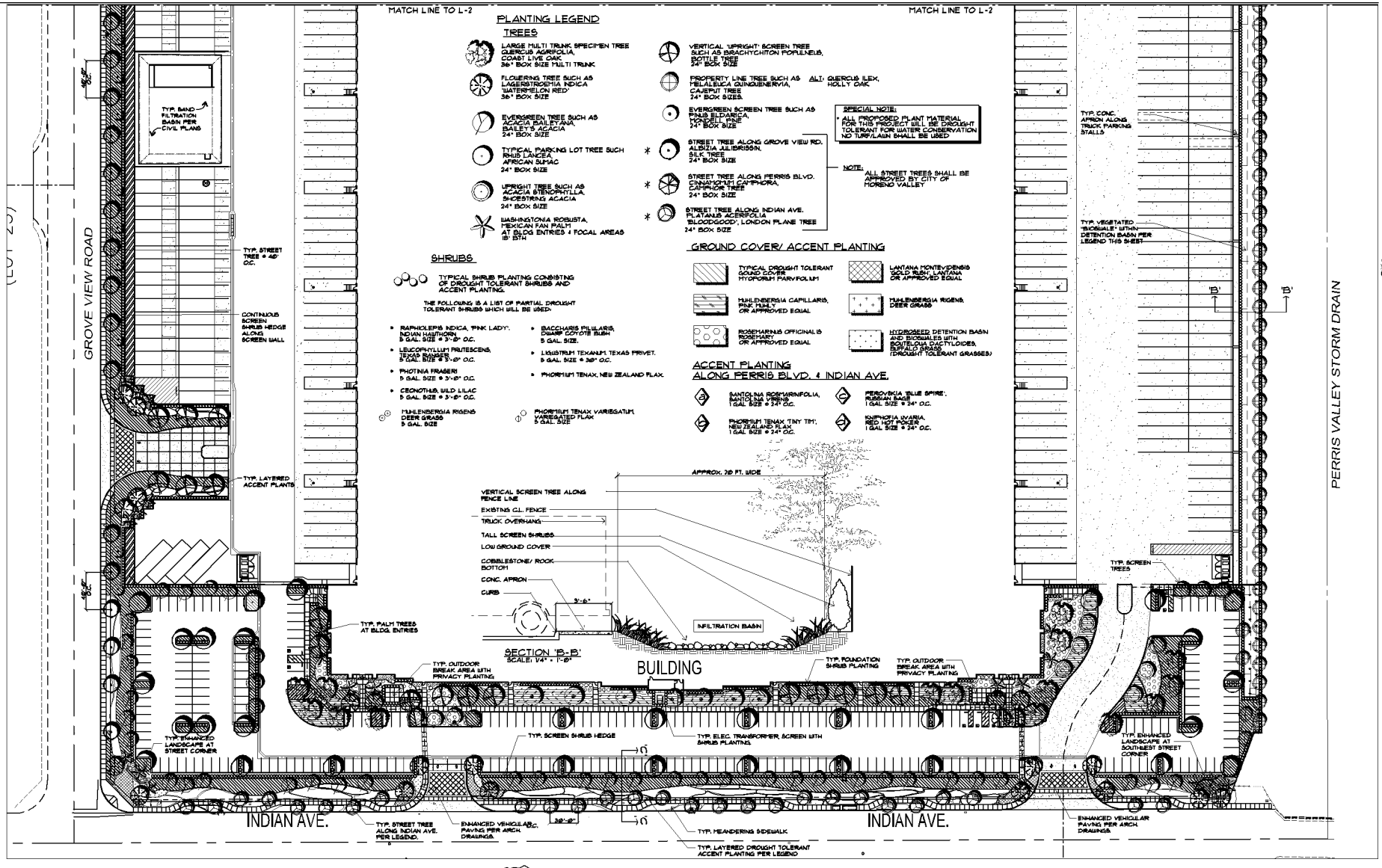

WATER CONSERVATION STATEMENT

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THE PROJECT WILL BE DESIGNED WITH LOW ROTOR/OR BUBBLER IRRIGATION SYSTEMS WHENEVER POSSIBLE

* ALL IRRIGATION SHALL COMPLY WITH EASTERN MUNICIPAL WATER DISTRICT. (E.M.W.D.)

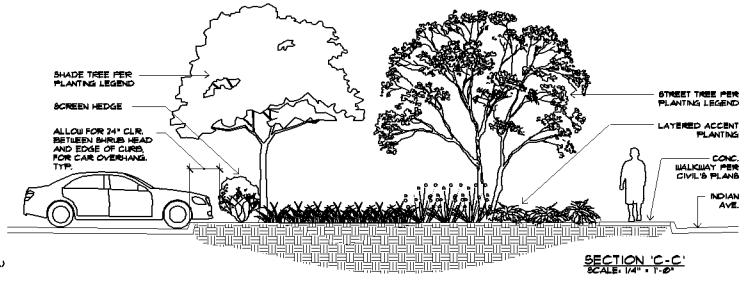

SECTION 'C-C'
SCALE: 1/4" = 1'-0"

DIG ALERT
DIAL TOLL FREE
1-800-227-2600
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

ARCHITECTURE URBAN PLANNING
rkz
RKZ, INC.
3000 DOW AVENUE, SUITE 110
TUSTIN, CALIFORNIA 92780
714/ 731-1160 FAX: 714/ 731-1580
www.rkzinc.com

SCOTT PETERSON LANDSCAPE ARCHITECT, INC.
P.O. BOX 254
LAKE ELSINORE, CA 92532
TEL: 909-537-0186
FAX: 909-537-0884
REGISTERED LANDSCAPE ARCHITECT
NO. 2078
SIGNATURE
DATE
STATE OF CALIFORNIA

OWNER/DEVELOPER:
VOGEL ENGINEERS, INC.
300 PASEO TESORO
WALNUT, CA 91789-2791
PHONE: 909 598-7065
FAX: 909 598-2917

VIP MORENO VALLEY
XXXXX & XXXXX PERRIS BOULEVARD
XXXXX & XXXXX INDIAN STREET
MORENO VALLEY CALIFORNIA 92551

VIP
VOGEL INDUSTRIAL PARK
MORENO VALLEY CA

1-28-09
UP DATED 5-12-09
UP DATED 6-02-09
7-09-09 PLANNING DEPT.

REVISIONS
CONSTR.
BID
PLAN CHECK
DRAWN 12-01-08 LR
JOB NO. 08-28
SHEET NAME
CONCEPTUAL LANDSCAPE PLAN
SHEET NO.
L-3
OF SHEETS
PROJECT # PD7-050

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MV00180521

TENTATIVE PARCEL MAP NO. 36162

ATTACHMENT 12

TPM 36162

IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SECTION 31, TOWNSHIP 3 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN

BEING A SUBDIVISION OF LOTS 25, 26, 31 AND 32 OF BLOCK 1 OF RIVERSIDE ALFALFA ACRES AS PER MAP RECORDED IN BOOK 8, PAGE 21 OF MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

ACCESSOR'S PARCEL NUMBERS 316-210-071, 073, 075 & 076

DATE OF PREPARATION:
MAY, 2009

NUMBER OF PARCELS:
1 PARCEL

AREA:
80.80 ACRES GROSS
71.11 ACRES NET
(NET ACRES EXCLUDES PROPOSED OFFERS OF DEDICATION FOR STREET RIGHT-OF-WAY)

ZONING :
THE PROJECT SITE IS LOCATED WITHIN THE MORENO VALLEY INDUSTRIAL AREA PLAN (SP #208). THE MAJORITY OF THE PROJECT SITE IS ZONED INDUSTRIAL (I) WITH THE NORTHEAST AND SOUTHEAST CORNERS OF THE SITE BEING ZONED INDUSTRIAL SUPPORT AREAS (ISA). DEVELOPMENT OF THE PROPOSED WAREHOUSE DISTRIBUTION FACILITY IS PERMITTED WITHIN BOTH THE I AND ISA ZONES.
(EXISTING AND PROPOSED)

EXISTING USE:
VACANT

PROPOSED USE:
WAREHOUSE/DISTRIBUTION FACILITY

OWNER AND APPLICANT :
VOGEL ENGINEERS, INC., A CALIFORNIA CORPORATION
ATTENTION: WILLIAM D. VOGEL
300 PASEO TESORO
WALNUT, CA 91789
(909) 598-7065

MAP PREPARED BY :
ROBERT A. BEBENSEE, R.C.E.
R.C.E. NO 22877
453 NORTH CENTRAL AVENUE
UPLAND, CA 91786
(909) 946-1122

FLOOD ZONE:
THE PROPERTY INDICATED HEREON LIES WITHIN FLOOD ZONE "X" (SHADED) AS STATED BY FLOOD INSURANCE RATE MAP, MAP NO. 06065C1430G, PANEL 1430 OF 3805, EFFECTIVE DATE AUGUST 28, 2008. PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, WHICH RECITES ZONE "X" (SHADED) AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

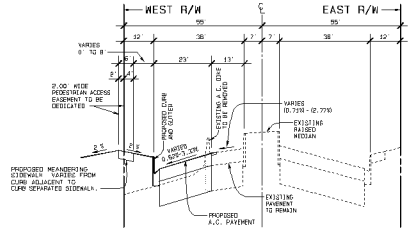

TYPICAL SECTION
PERRIS BOULEVARD
SCALES :
HORIZONTAL : 1" = 20'
VERTICAL : 1" = 2'

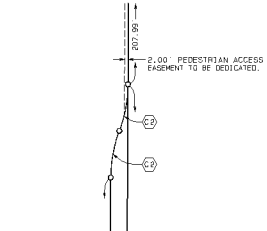

VICINITY MAP
NO SCALE

UTILITY COMPANIES	EMERGENCY NU
THE GAS COMPANY	1-800-427
SO. CALIF. EDISON	1-800-684
MORENO VALLEY ELECTRIC UTILITY	1-877-811
VERIZON TELEPHONE (COMMERCIAL)	1-800-483
TIME WARNER CABLE	(888) 892
CITY OF MORENO VALLEY	(951) 413
EASTERN MUNICIPAL WATER DIST.	(951) 928
WASTE MANAGEMENT OF THE INLAND VALLEY	(800) 423

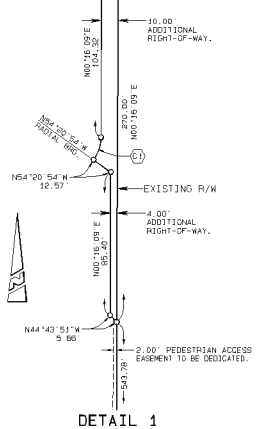

DETAIL 1
SCALE 1" = 30'

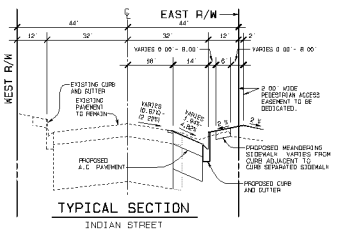

TYPICAL SECTION
INDIAN STREET
LOT 31 FRONTAGE
SCALES :
HORIZONTAL : 1" = 20'
VERTICAL : 1" = 2'

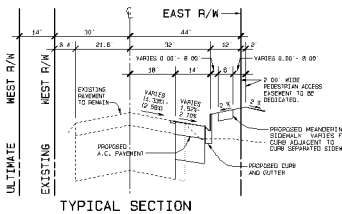

TYPICAL SECTION
INDIAN STREET
LOT 26 FRONTAGE
SCALES :
HORIZONTAL : 1" = 20'
VERTICAL : 1" = 2'

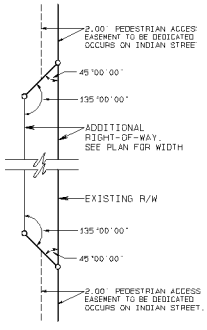

GENERAL DETAIL
NO SCALE

BASIS OF BEARING AND NOTES

THE CENTERLINE OF GROVE VIEW ROAD WAS TAKEN AS HAVING A BEARING OF N89°30'47"W PER PARCEL MAP NO. 32961, RECORDED IN BOOK 217 OF PARCEL MAPS, PAGES 98 AND 99, RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

● INDICATES MONUMENT FOUND AS NOTED.
○ INDICATES MONUMENT TO BE SET.
( ) INDICATES RECORD INFORMATION PER M.B. 8/21.
< > INDICATES RECORD INFORMATION PER INST. NO. 2006-0592780, O.R.
[ ] INDICATES RECORD INFORMATION PER P.M.B. 217/98-99.
{ } INDICATES RECORD INFORMATION PER P.M.B. 226/54-57.
R.C.F.C.& W.C.D. INDICATES RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT.
8"S INDICATES EXISTING SEWER LINE
24" SD INDICATES EXISTING STORM DRAIN LINE
10" W INDICATES EXISTING WATER LINE
—(483)— INDICATES EXISTING CONTOUR ELEVATION

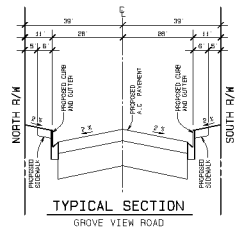

TYPICAL SECTION
GROVE VIEW ROAD
LOT 26 FRONTAGE
CURRENTLY UNDER CONSTRUCTION
SCALES :
HORIZONTAL : 1" = 20'
VERTICAL : 1" = 2'

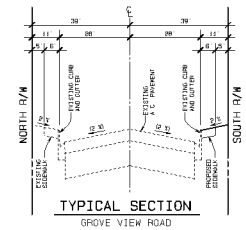

TYPICAL SECTION
GROVE VIEW ROAD
LOT 25 FRONTAGE
SCALES :
HORIZONTAL : 1" = 20'
VERTICAL : 1" = 2'

EASEMENTS

1 — INDICATES 30' WIDE EASEMENT FOR CONSTRUCTION AND MAINTAINING A TEMPORARY DRAINAGE FACILITY PURPOSES GRANTED TO MORENO VALLEY DISPOSAL, INC. IN DOCUMENT ENTITLED "GRANT OF EASEMENT AND MAINTENANCE AGREEMENT", RECORDED JUNE 19, 1989 AS INSTRUMENT NO. 1989-261780, O.R.

2 — INDICATES CENTERLINE OF EASEMENT, WIDTH UNDISCLOSED, FOR POLE LINES, CONDUITS, UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES GRANTED TO CALIFORNIA ELECTRIC POWER COMPANY IN DOCUMENT RECORDED APRIL 7, 1955 IN BOOK 1719, PAGE 200, O.R.

3 — INDICATES 25' WIDE PERPETUAL EASEMENT AND RIGHT OF WAY FOR PUBLIC HIGHWAY PURPOSES, INCLUDING PUBLIC UTILITY AND PUBLIC SERVICE FACILITIES GRANTED TO THE CITY OF MORENO VALLEY IN DOCUMENT ENTITLED "EASEMENT DEED" RECORDED NOVEMBER 22, 2005 AS INSTRUMENT NO. 2005-0969613, O.R.

4 — INDICATES 25' WIDE PERPETUAL EASEMENT AND RIGHT OF WAY FOR PUBLIC HIGHWAY PURPOSES, INCLUDING PUBLIC UTILITY AND PUBLIC SERVICE FACILITIES GRANTED TO THE CITY OF MORENO VALLEY IN DOCUMENT ENTITLED "EASEMENT DEED" RECORDED NOVEMBER 22, 2005 AS INSTRUMENT NO. 2005-0969614, O.R.

5 — INDICATES 14' WIDE PERPETUAL EASEMENT AND RIGHT OF WAY FOR HIGHWAY PURPOSES, UTILITIES AND PUBLIC SERVICE FACILITIES GRANTED TO THE CITY OF MORENO VALLEY IN DOCUMENT ENTITLED "OFFER OF DEDICATION" RECORDED JANUARY 24, 2006 AS INSTRUMENT NO. 2006-0052906, O.R.

6 — INDICATES PERPETUAL EASEMENT AND RIGHT OF WAY FOR HIGHWAY PURPOSES, UTILITIES AND PUBLIC SERVICE FACILITIES GRANTED TO THE CITY OF MORENO VALLEY IN DOCUMENT ENTITLED "GRANT OF EASEMENT" RECORDED AUGUST 11, 2008 AS INSTRUMENT NO. 2008-0592780, O.R.

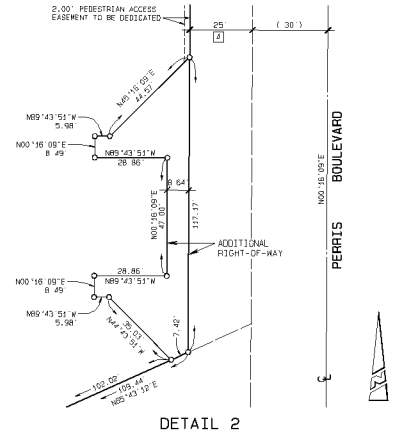

DETAIL 2
SCALE : 1" = 20'

REVIEW BY CITY STAFF		
OFFICE	INITIAL	DATE
PRINCIPAL ENGINEER		
ENTERPRISE SERVICES		
PLANNING		
TRANSPORTATION		
PARKS AND RECREATION		
LAND DEVELOPMENT		

BENCH MARK
RIVERSIDE COUNTY FLOOD CONTROL BENCH MARK NO. M-31
3-1/4" ALUMINUM DISK STAMPED RIV CO SURVEYOR M-31 WEST APRIL 1986 FLUSH AT S.E. COR. OF BRIDGE ON TOP OF SIDEWALK NEAR FACE OF LIMB LOCATED AT THE CROSSING OF PERRIS BLVD AND RIV CO FLOOD CONTROL CHANNEL, BEARING LATERAL "A" 41 FT. WEST OF THE CENTERLINE OF PERRIS BLVD AND 4.5 FT. EAST OF CONCRETE BRIDGE BARRIER. ELEVATION. 1474.614

MARK	DATE	INITIAL	DESCRIPTION	REC	APPR	DATE
		E.O.R.	REVISION			

ENGINEER OF RECORD'S SEAL
REGISTERED PROFESSIONAL ENGINEER ROBERT A. BEBENSEE No. 22877 Exp 12-31-09 CIVIL STATE OF CALIFORNIA

PREPARED BY.
ROBERT A. BEBENSEE, R.C.E.
453 North Central Avenue
Upland CA 91786
(909) 946-1122

ROBERT A. BEBENSEE
R.C.E #22877 EXP. 12/31/2009
DATE

SHEET 1 NO. 2

PLOT DATE 05-07-09 JOB NO. 08-9005

Item No. E.2

-1871-

MV00180522

TENTATIVE PARCEL MAP NO. 36162

TPM 36162

IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SECTION 31, TOWNSHIP 3 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN

BEING A SUBDIVISION OF LOTS 25, 26, 31 AND 32 OF BLOCK 1 OF RIVERSIDE ALFALFA ACRES AS PER MAP RECORDED IN BOOK 8, PAGE 21 OF MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

ACCESSOR'S PARCEL NUMBERS 316-210-071, 073, 075 & 076

DEMOLITION NOTE:
EXISTING ON-SITE STRUCTURES/FEATURES, TREES, EXCLUSIVE OF PROPERTY LINE FENCING AND GROVE VIEW ROAD ELECTRICAL STRUCTURES AND CONDUITS TO BE REMOVED FROM THE SITE TO AN AUTHORIZED DISPOSAL AREA.

EASEMENTS	RECORDATION INFORMATION
1	INST. NO 1989-201780, O.R
2	BOOK 1719, PAGE 200, O.R.
3	INST. NO. 2005-0969613, O.R.
4	INST NO. 2005-0969614, O.R.
5	INST. NO. 2006-0052906, O.R.
6	INST. NO. 2006-0592780, O.R.

SEE SHEET 1 OF 2 FOR PLOTTED EASEMENT DESCRIPTIONS.

LINE DATA

LINE	BEARING	DISTANCE	DESCRIPTION
L1	N89°51'12"W	124.95	RECORD PER INST. NO. 2004-0139951, O.R.
L2	N89°31'09"W	124.95	FIELD CALCULATED
L3	N65°43'11"E	136.93	RECORD PER INST. NO. 2004-0139951, O.R.
L4	N65°43'12"E	136.93	FIELD CALCULATED
L5	S00°16'09"W	57.35	RECORD PER INST. NO. 2004-0139951, O.R.
L6	S00°16'09"W	57.35	FIELD CALCULATED
L7	N00°17'54"E	43.02	RECORD PER INST. NO. 2004-0198595, O.R.
L8	N00°17'48"E	43.02	FIELD CALCULATED
L9	S89°05'00"E	99.10	RECORD PER INST. NO. 2004-0198595, O.R.
L10	S89°05'00"E	99.10	FIELD CALCULATED
L11	S00°28'47"W	8.42	RECORD PER INST. NO. 2004-0198595, O.R.
L12	S00°28'51"W	8.42	FIELD CALCULATED
L13	N89°31'12"W	92.72	RECORD PER INST. NO. 2004-0198595, O.R.
L14	N89°31'09"W	92.72	FIELD CALCULATED
L15	S00°16'30"W	213.41	RECORD PER INST. NO. 2006-0592780, O.R.
L16	S00°16'09"W	213.41	FIELD CALCULATED
L17	N89°43'30"W	25.00	RECORD PER INST. NO. 2006-0592780, O.R.
L18	N89°43'51"W	25.00'	FIELD CALCULATED

LINE DATA

LINE	BEARING	DISTANCE	DESCRIPTION
L10	N00°16'30"E	235.64	RECORD PER INST. NO. 2006-0592780, O.R.
L11	N00°16'09"E	195.65	FIELD CALCULATED
L12	N43°52'20"W	54.35	RECORD PER INST. NO. 2006-0592780, O.R.
L13	N43°52'20"W	54.35	FIELD CALCULATED
L14	S44°38'49"W	34.41	RECORD PER INST. NO. 2006-0592780, O.R.
L15	S44°38'14"W	34.41	FIELD CALCULATED
L16	N00°17'23"E	63.89	RECORD PER INST. NO. 2006-0592780, O.R.
L17	N00°17'48"E	63.89	FIELD CALCULATED
L18	N45°16'09"E	44.57	
L19	N89°43'51"W	5.98	
L20	N00°16'09"E	6.49	
L21	N89°43'51"W	5.98	
L22	N00°16'09"E	35.03	
L23	N89°43'12"E	7.42	
L24	N00°16'09"E	502.02	
L25	N89°43'51"W	28.86	
L26	N00°16'09"E	47.00	
L27	N89°43'51"W	28.86	
L28	N00°16'09"E	8.49	

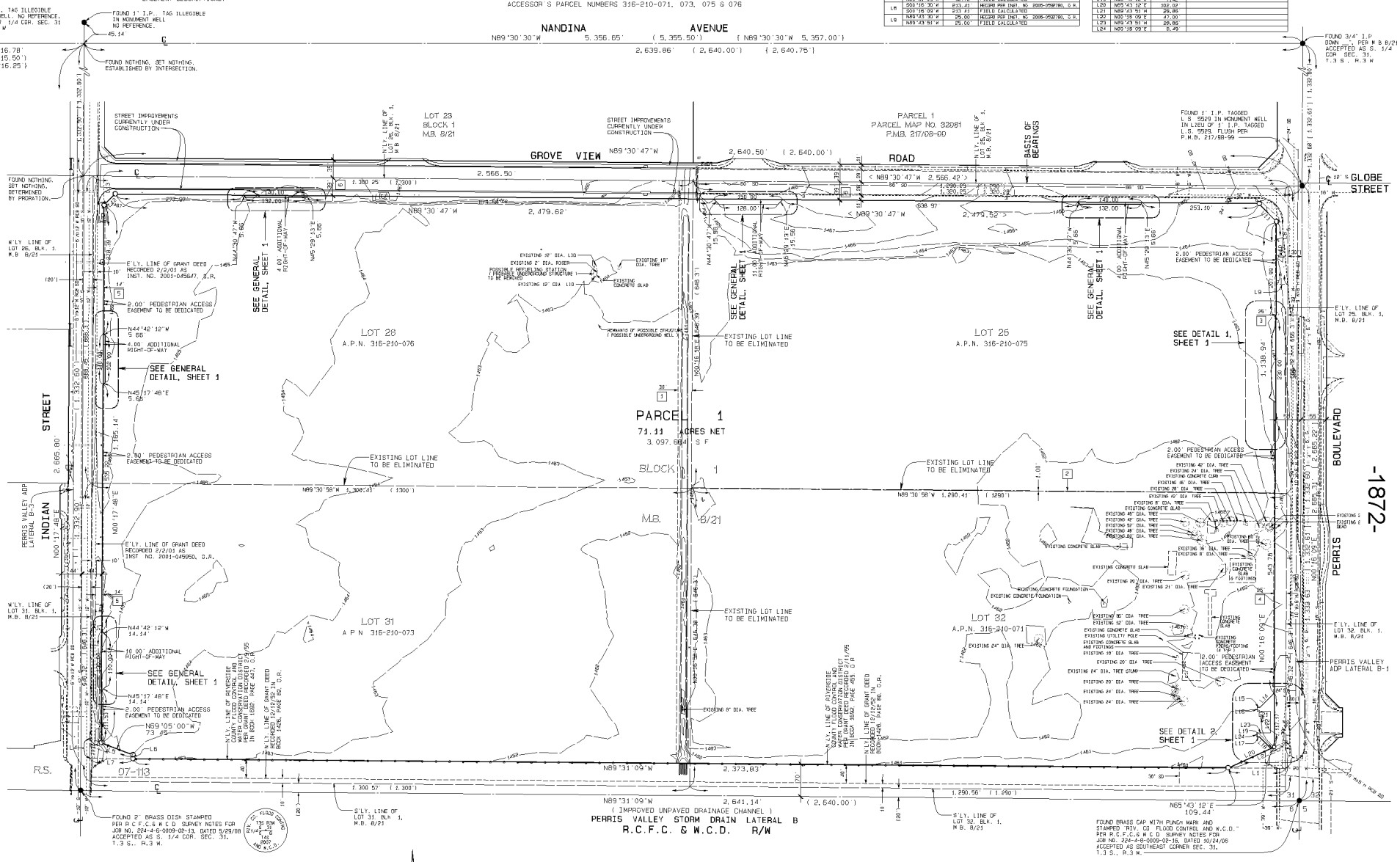

CURVE DATA

	Δ	R	L	T	DESCRIPTION
C1	75°22'57"	23.00	14.20	7.34	FIELD CALCULATED
C2	20°21'51"	80.00'	28.43'	14.37'	FIELD CALCULATED

REVIEW BY CITY STAFF	INITIAL	DATE
OFFICE		
PRINCIPAL ENGINEER		
ENTERPRISE SERVICES		
PLANNING		
TRANSPORTATION		
PARKS AND RECREATION		
LAND DEVELOPMENT		

BENCH MARK
RIVERSIDE COUNTY FLOOD CONTROL BENCH MARK NO. M-31
3-1/4" ALUMINUM DISK STAMPED R.I.V. CO. SURVEYOR M-31 HEIGHT APRIL 1966 FLUSH AT S.E. COR. OF BRIDGE ON TOP OF SIDEWALK NEAR FACE OF LIMB LOCATED AT THE CROSSING OF PERRIS BLVD. AND R.I.V. CO. FLOOD CONTROL CHANNEL PERRIS LATERAL "A" 41 FT. WEST OF THE CENTERLINE OF PERRIS BLVD. AND 4.5 FT. EAST OF CONCRETE BRIDGE BARRIER. ELEVATION. 1474.614

MARK	DATE	INITIAL	DESCRIPTION	REC	APPR	DATE
		E.O.R.	REVISION			

ENGINEER OF RECORD'S SEAL
ROBERT A. BEBENSEE No. 72877 REGISTERED PROFESSIONAL ENGINEER CIVIL STATE OF CALIFORNIA
EXP. 12-31-09

PREPARED BY:
ROBERT A. BEBENSEE, R.C.E.
453 North Central Avenue
Upland CA 91786
(909) 946-1122

ROBERT A. BEBENSEE
R.C.E. #72877 EXP. 12/31/2009
DATE

SHEET 2 OF 2

PLOT DATE 05-07-09 JOB NO. 08-9005

-1872-

MV00180523

ATTACHMENT 13

DATE OF PREPARATION:
DECEMBER, 2009

LEGAL DESCRIPTION:
LOTS 25, 26, 31 AND 32 OF BLOCK 1 OF RIVERSIDE ALFALFA ACRES AS PER MAP RECORDED IN BOOK 8, PAGE 21 OF MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA

ACCESSOR'S PARCEL NUMBERS:
316-210-071, 073, 075 & 076

AREA:
80.80 ACRES GROSS
71.11 ACRES NET
(NET ACRES EXCLUDES PROPOSED OFFERS OF DEDICATION FOR STREET RIGHT-OF-WAY)

ZONING :
THE PROJECT SITE IS LOCATED WITHIN THE MORENO VALLEY INDUSTRIAL AREA PLAN (SP #208). THE MAJORITY OF THE PROJECT SITE IS ZONED INDUSTRIAL (I) WITH THE NORTHEAST AND SOUTHEAST CORNERS OF THE SITE BEING ZONED INDUSTRIAL SUPPORT AREAS (ISA). DEVELOPMENT OF THE PROPOSED WAREHOUSE DISTRIBUTION FACILITY IS PERMITTED WITHIN BOTH THE I AND ISA ZONES.
(EXISTING AND PROPOSED)

EXISTING USE:
VACANT

PROPOSED USE:
WAREHOUSE/DISTRIBUTION FACILITY

OWNER AND APPLICANT :
VOGEL ENGINEERS, INC., A CALIFORNIA CORPORATION
ATTENTION: WILLIAM D. VOGEL
300 PASEO TESORO
WALNUT, CA. 91789
(909) 598-7065

MAP PREPARED BY :
ROBERT A. BEBENSEE, R.C.E
R.C.E. NO. 22877, EXP. 12-31-11
453 NORTH CENTRAL AVENUE
UPLAND, CA 91786
(909) 946-1122

FLOOD ZONE:
THE PROPERTY INDICATED HEREON LIES WITHIN FLOOD ZONE "X" (SHADED) AS STATED BY FLOOD INSURANCE RATE MAP, MAP NO. 06065C1305G, PANEL 1430 OF 3805, EFFECTIVE DATE AUGUST 28, 2008. PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, WHICH RECITES ZONE "X" (SHADED) AS AREAS OF 0.2% ANNUAL CHANCE FLOOD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE" AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD

AUTOMOBILE PARKING NOTES:
1. AUTOMOBILE PARKING STALLS TO BE 9 FEET WIDE AND 18 FEET MINIMUM LONG. PAVED.
2. 12" WIDE CONCRETE STEP TO BE CONSTRUCTED AT PARKING STALLS PARALLEL AND ADJACENT TO LANDSCAPE AREAS.

TRAILER PARKING NOTES:
1. TRAILER PARKING STALLS TO BE 14 FEET WIDE AND 53 FEET LONG.
2. SECONDARY TRAILER PARKING STALLS TO HAVE 8 FEET OVERHANG.

SURFACE STORAGE/SAND FILTER FACILITY NOTE:
SURFACE STORAGE/SAND FILTER FACILITIES SIZED TO HOLD AND PROCESS BMP VOLUMES.

BENCH MARK:
RIVERSIDE COUNTY FLOOD CONTROL
BENCH MARK NO. M-31
3-1/4" ALUMINUM DISK STAMPED RIV. CO. SURVEYOR M-31 RESET APRIL 1996. FLUSH AT S.W. COR. OF BRIDGE ON TOP OF SIDEWALK NEAR FACE OF CURB LOCATED AT THE CROSSING OF PERRIS BLVD. AND RIV. CO. FLOOD CONTROL CHANNEL (PERRIS LATERAL "A") 43 FEET WEST OF THE CENTERLINE OF PERRIS BOULEVARD AND 4.5 FEET EAST OF CONCRETE BRIDGE BARRIER
ELEVATION = 1474.674

LEGEND

A.C	ASPHALT CONCRETE	SD	STORM DRAIN
B.M.	BOTTOM OF RISER	S.D MH	STORM DRAIN MANHOLE
B.V.C.	BEGIN VERTICAL CURVE	S.L.P.B	STREET LIGHT PULL BOX
C.F	CURB FACE	S. MH.	SANITARY SEWER MANHOLE
CML/CMC	CEMENT MORTAR LINED/ CEMENT MORTAR COATED	T.B.M.	TEMPORARY BENCH MARK
D.S.	DOWN SPOUT	T.C.	TOP OF CURB
E.G.	EXISTING GRADE	T.C.B.	TOP CATCH BASIN
EMWD	EASTERN MUNICIPAL WATER DISTRICT	T.CO.	TOP OF CLEANOUT
E.V.C.	END VERTICAL CURVE	T.D.	TOP OF A.C. DIKE
F.D.C	FIRE DEPARTMENT CONNECTION	T.G.	TOP OF GRATE
F.F.	FINISH FLOOR	T.L.	TOP OF LANDING
F.G.	FINISH GRADE	T.MW.	TOP OF HEADWALL
F.H.	FIRE HYDRANT	T.M.H.	TOP OF MANHOLE
FL	FLOW LINE	T.R	TOP OF RISER
F.S.	FINISH SURFACE	TRANS.	Indicates TRANSFORMER PAD LOCATION PER ARCHITECTURAL PLANS
F.W.	Indicates ON-SITE FIRE WATER LINE.	T.S	TOP OF STEP
G.B	GRADE BREAK	T.W.	TOP OF WALL
H.G.L.	HYDRAULIC GRADE LINE	W.M.	WATER METER
H.P.	HIGH POINT	W.V.	WATER VALVE
I.C.B.	IRRIGATION CONTROL BOX		EXISTING DECIDUOUS TREE
I.C.V.	IRRIGATION CONTROL VALVE		EXISTING EVERGREEN TREE
INV	INVERT		EXISTING PALM TREE
LAT.	LATERAL		EXISTING STREET LIGHT
MVU	MORENO VALLEY ELECTRIC UTILITY		PROPOSED STREET LIGHT
N.P.A.T.	NO PARKING AT ANY TIME SIGN	—1460—	Indicates EXISTING CONTOUR ELEVATION
P.A.	PLANTER AREA	—1460—	Indicates PROPOSED CONTOUR ELEVATION
P.C.C	PORTLAND CONCRETE CEMENT		Indicates CUT/FILL DAYLIGHT LINE
P.I	POINT OF INTERSECTION	(XX.XX)	Indicates EXISTING ELEVATION
P.I.V.	POST INDICATOR VALVE	—8" G—	Indicates EXISTING GAS MAIN
PL	PROPERTY LINE	—16" S—	Indicates EXISTING SEWER MAIN
P.L.L.	PARKING LOT LIGHT	—24" SD—	Indicates EXISTING STORM DRAIN LINE
R.D	ROOF DRAIN	—4" T—	Indicates EXISTING TELEPHONE LINE
RCB	REINFORCED CONCRETE BOX	—39" W—	Indicates EXISTING WATER MAIN
R.C.F.C. & W.C.D.	RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT		
R/W	RIGHT OF WAY		
S.C.O	SEWER CLEANOUT		

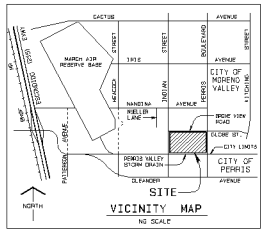

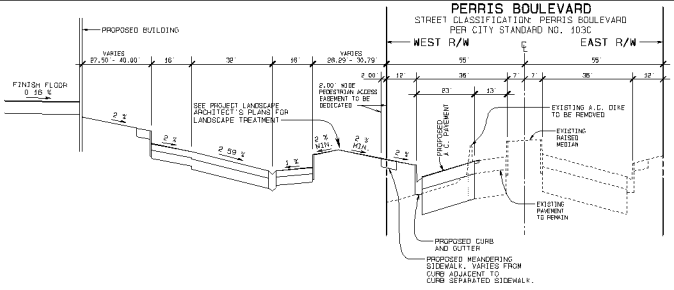

SECTION A

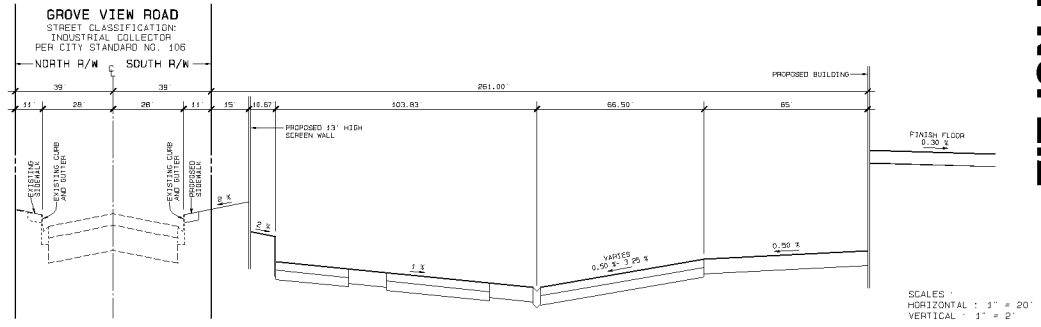

SECTION B

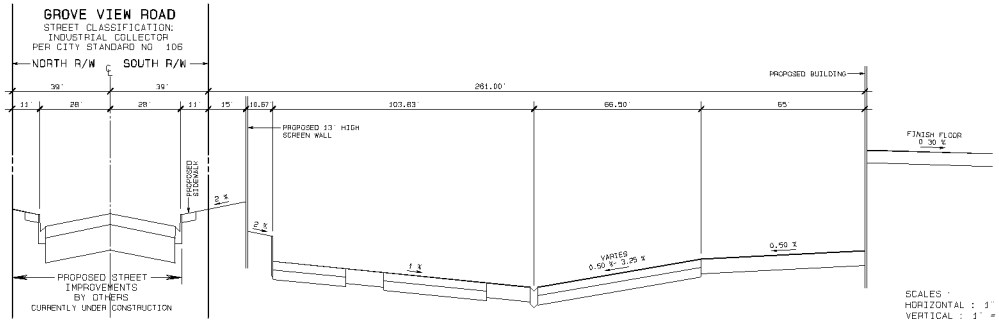

SECTION C

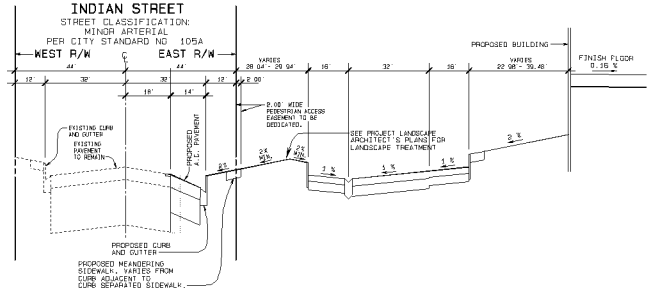

SECTION D

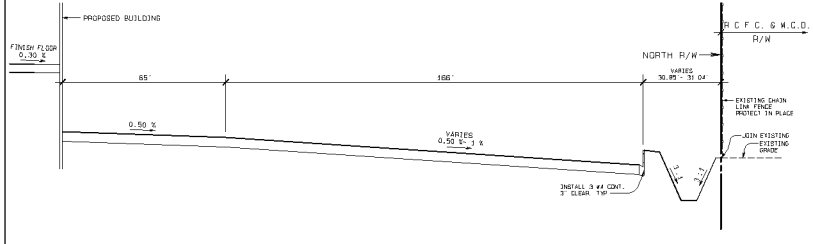

SECTION E

DEMOLITION NOTE:
EXISTING ON-SITE STRUCTURES/FEATURES, TREES, EXCLUSIVE OF PROPERTY LINE FENCING AND GROVE VIEW ROAD ELECTRICAL STRUCTURES AND CONDUITS TO BE REMOVED FROM THE SITE TO AN AUTHORIZED DISPOSAL AREA. FIELD LOCATED ELECTRICAL VAULTS, ADJACENT TO PERRIS BOULEVARD AND INDIAN STREET, TO REMAIN AND BE PROTECTED DURING CONSTRUCTION.

MINIMUM GRAIDIENTS:
A.C. PAVEMENT: 1%
P.C.C.: 0.50%

EARTHWORK QUANTITY ESTIMATE:
CUT- 45,951 CU. YDS. FILL- 342,815 CU. YDS.

THE ABOVE QUANTITIES DO NOT REFLECT ANY SHRINKAGE, SWELLING, SUBSIDENCE, OVER EXCAVATION OR ANY SPECIAL CONDITIONS THAT MAY BE SPECIFIED IN THE PRELIMINARY SOILS REPORT AND ARE FOR REFERENCE AND FEE PURPOSES ONLY. SINCE THE ENGINEER CANNOT CONTROL THAT EXACT METHOD OR MEANS USED BY THE CONTRACTOR DURING GRADING OPERATIONS, NOR CAN THE ENGINEER GUARANTEE THE EXACT SOIL CONDITION OVER THE ENTIRE SITE, THE ENGINEER ASSUMES NO RESPONSIBILITY FOR FINAL EARTHWORK QUANTITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING HIS OWN EARTHWORK QUANTITIES FOR BIDDING, CONTRACT, AND CONSTRUCTION PURPOSES. IF IT APPEARS THERE WILL BE AN EXCESS OR SHORTAGE OF MATERIAL, THE CONTRACTOR MAY NOTIFY THE ENGINEER TO DETERMINE IF POSSIBLE GRADE ADJUSTMENTS CAN BE MADE TO ALLEVIATE SAID MATERIAL EXCESS OR SHORTAGE.

UTILITY COMPANIES	EMERGENCY NUMBERS
THE GAS COMPANY	1-800-427-2200
SO. CALIF. EDISON	1-800-684-8123
MORENO VALLEY ELECTRIC UTILITY	1-877-811-8700
VERIZON TELEPHONE (COMMERCIAL)	1-800-483-5000
TIME WARNER CABLE	(888) 892-2253
CITY OF MORENO VALLEY	(951) 413-3110
EASTERN MUNICIPAL WATER DIST.	(951) 928-3777
WASTE MANAGEMENT OF THE INLAND VALLEY	(800) 423-9986

SHEET INDEX

SHEET 1 OF 5 TITLE SHEET - TYPICAL SECTIONS
SHEET 2-5 OF 5 CONCEPTUAL GRADING PLAN

REGISTERED PROFESSIONAL ENGINEER ROBERT A. BEBENSEE No. 22877 (Exp 12-31-11) CIVIL STATE OF CALIFORNIA

MARK	DESCRIPTION	INITIAL	DATE	INITIAL	DATE
	NOT FOR CONSTRUCTION FOR PLAN REVIEW ONLY 12/22/09				
		REVISED		APPROVED	

CITY OF MORENO VALLEY

CONCEPTUAL GRADING PLAN

LOTS 25, 26, 31 & 32, BLOCK 1
M.B. 8/21
PA09-0004

DESIGN R.A.B.	ROBERT A. BEBENSEE, R.C.E. 453 North Central Avenue Upland, CA 91786 (909) 946-1122	PLOT DATE 12-22-09
DRAWN R.P.B.		JOB NO. 061606
CHECKED	R.C.E. 22877 Robert A. Bebensee Exp. 12-31-11	SHEET 1 OF 5
DATE	FILE NO.	

Item No. E.2

-1873-

MV00180524

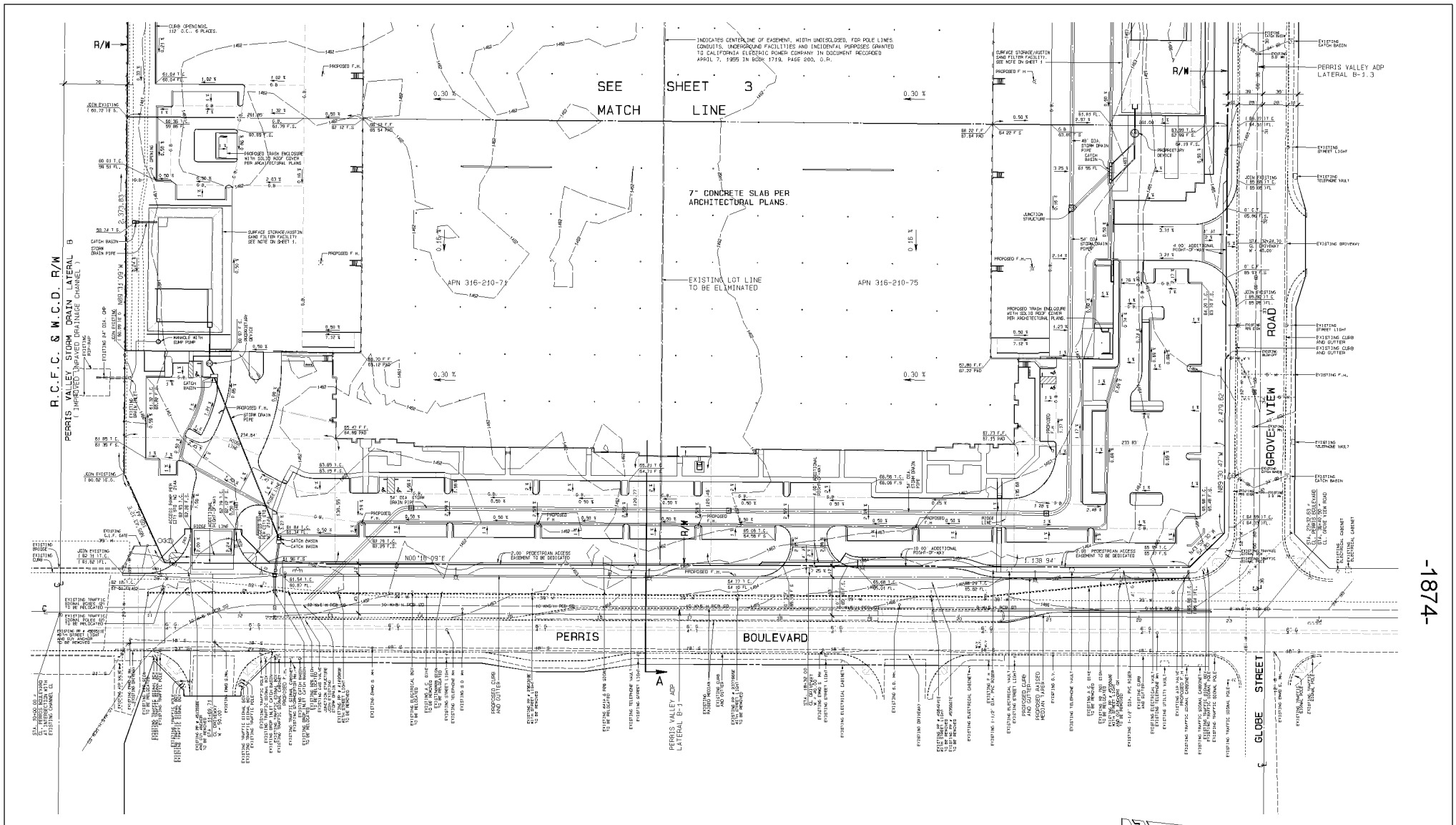

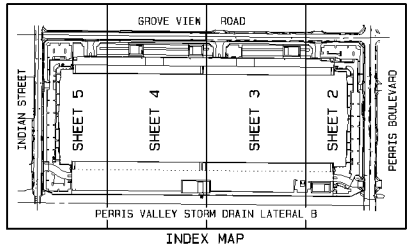

INDEX MAP

SCALE : 1" = 300'

GRAPHIC SCALE 1" = 40'

40 20 0 40 80 120

MARK	DESCRIPTION	INITIAL	DATE	INITIAL	DATE
	NOT FOR CONSTRUCTION FOR PLAN REVIEW ONLY 12/22/09				
		REVISED		APPROVED	

CITY OF MORENO VALLEY

CONCEPTUAL GRADING PLAN

LOTS 25, 26, 31 & 32, BLOCK 1
M.B. 8/21
PA09-0004

DESIGN R.A.B.	ROBERT A. BEBENSEE, P.E. 253 North Central Avenue Upland, CA 91786 (909) 946-1122	PLOT DATE 12-22-09
DRAWN R.P.B.		JOB NO. 061606
CHECKED	R.C.E. 22877 Exp. 12-31-11 Robert A. Bebensee	SHEET 2 OF 5
DATE	FILE NO.	

REGISTERED PROFESSIONAL ENGINEER ROBERT A. BEBENSEE No. 22877 (Exp. 12-31-11) CIVIL STATE OF CALIFORNIA

-1874-

MV00180525

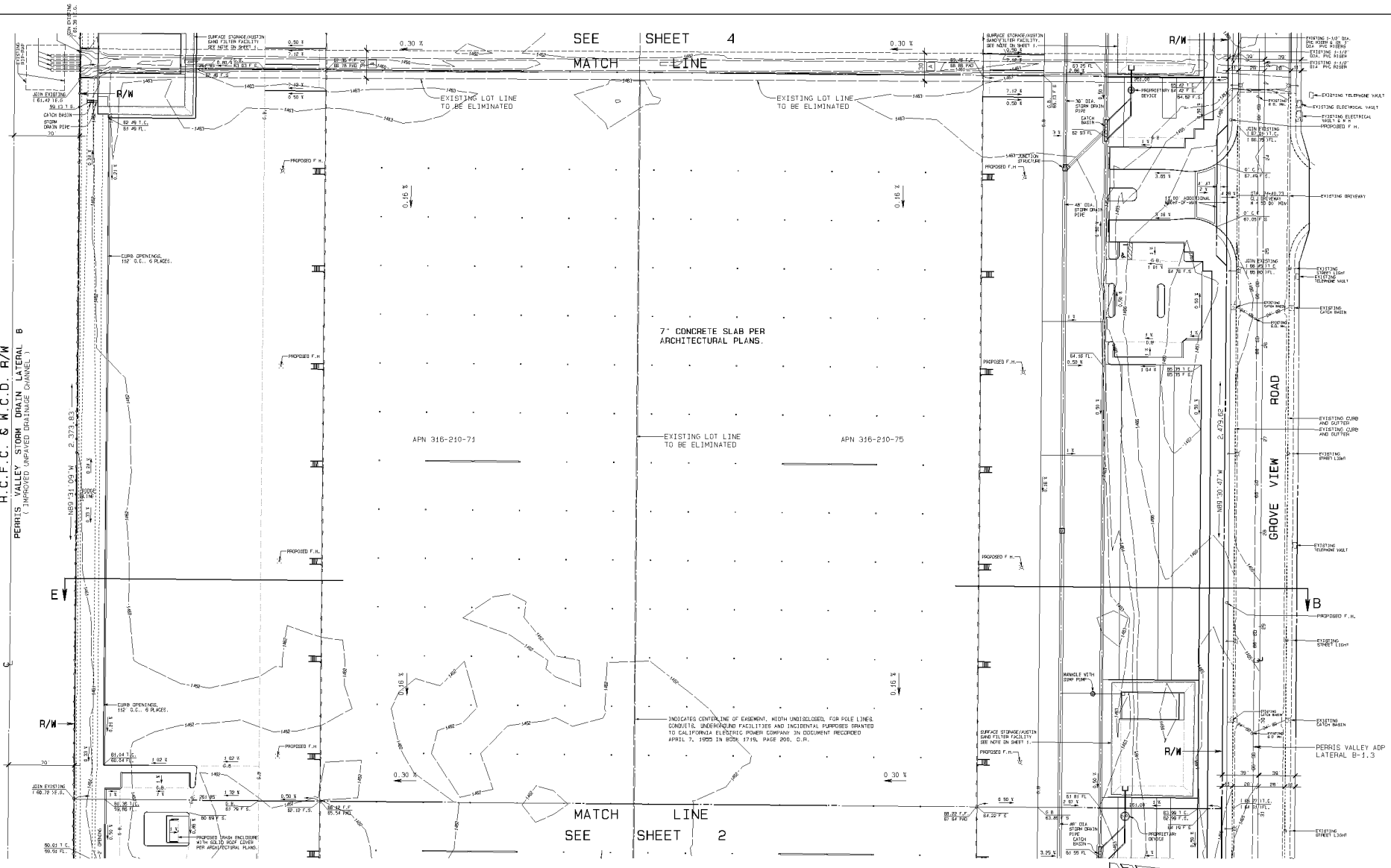

EASEMENTS

A — INDICATES 30' WIDE EASEMENT FOR CONSTRUCTION AND MAINTAINING A TEMPORARY DRAINAGE FACILITY PURPOSES GRANTED TO MORENO VALLEY DISPOSAL, INC. IN DOCUMENT ENTITLED "GRANT OF EASEMENT AND MAINTENANCE AGREEMENT", RECORDED JUNE 19, 1989 AS INSTRUMENT NO. 1989-201760, O.R.

THE EASEMENT GRANTED HEREUNDER SHALL CONTINUE IN EFFECT UNTIL SUCH TIME AS GRANTEE SHALL BE ABLE TO DISCHARGE STORM WATER FROM GRANTEE'S PROPERTY INTO A STORM DRAIN THAT IS PART OF THE PUBLIC STORM DRAIN SYSTEM CONSTRUCTED TO SERVE THE AREA IN WHICH GRANTEE'S PROPERTY IS LOCATED. AT SUCH TIME AND UPON REQUEST OF GRANTOR, THIS EASEMENT SHALL AUTOMATICALLY TERMINATE, AND GRANTEE COVENANTS AND AGREES TO REMOVE THE FACILITY AND ALL OTHER IMPROVEMENTS PLACED BY GRANTEE IN THE EASEMENT AREA AND TO REPAIR AND RESTORE THE EASEMENT AREA, AS FAR AS PRACTICABLE, TO ITS CONDITION EXISTING AS OF THE DATE OF THIS AGREEMENT, AND TO QUITCLAIM ITS RIGHTS UNDER THIS AGREEMENT.

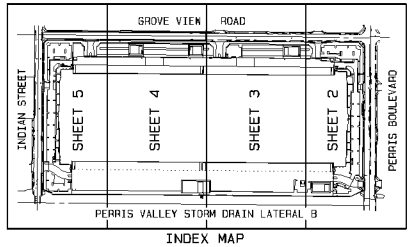

INDEX MAP

SCALE : 1" = 300'

MARK	DESCRIPTION	INITIAL	DATE	INITIAL	DATE
	NOT FOR CONSTRUCTION FOR PLAN REVIEW ONLY 12/22/09				
		REVISED		APPROVED	

CITY OF MORENO VALLEY

CONCEPTUAL GRADING PLAN

LOTS 25, 26, 31 & 32, BLOCK 1
M.B. 8/21
PA09-0004

DESIGN R.A.B.	ROBERT A. BEBENSEE, P.E. 453 North Central Avenue Upland, CA 91786 (909) 946-1122	PLOT DATE 12-22-09
DRAWN R.P.B.		JOB NO. 061606
CHECKED	Robert A. Bebensee R.C.E. 22877 Exp. 12-31-12	SHEET 3 OF 5
DATE	FILE NO.	

REGISTERED PROFESSIONAL ENGINEER ROBERT A. BEBENSEE No. 22877 Exp. 12-31-12 CIVIL STATE OF CALIFORNIA

MV00180526

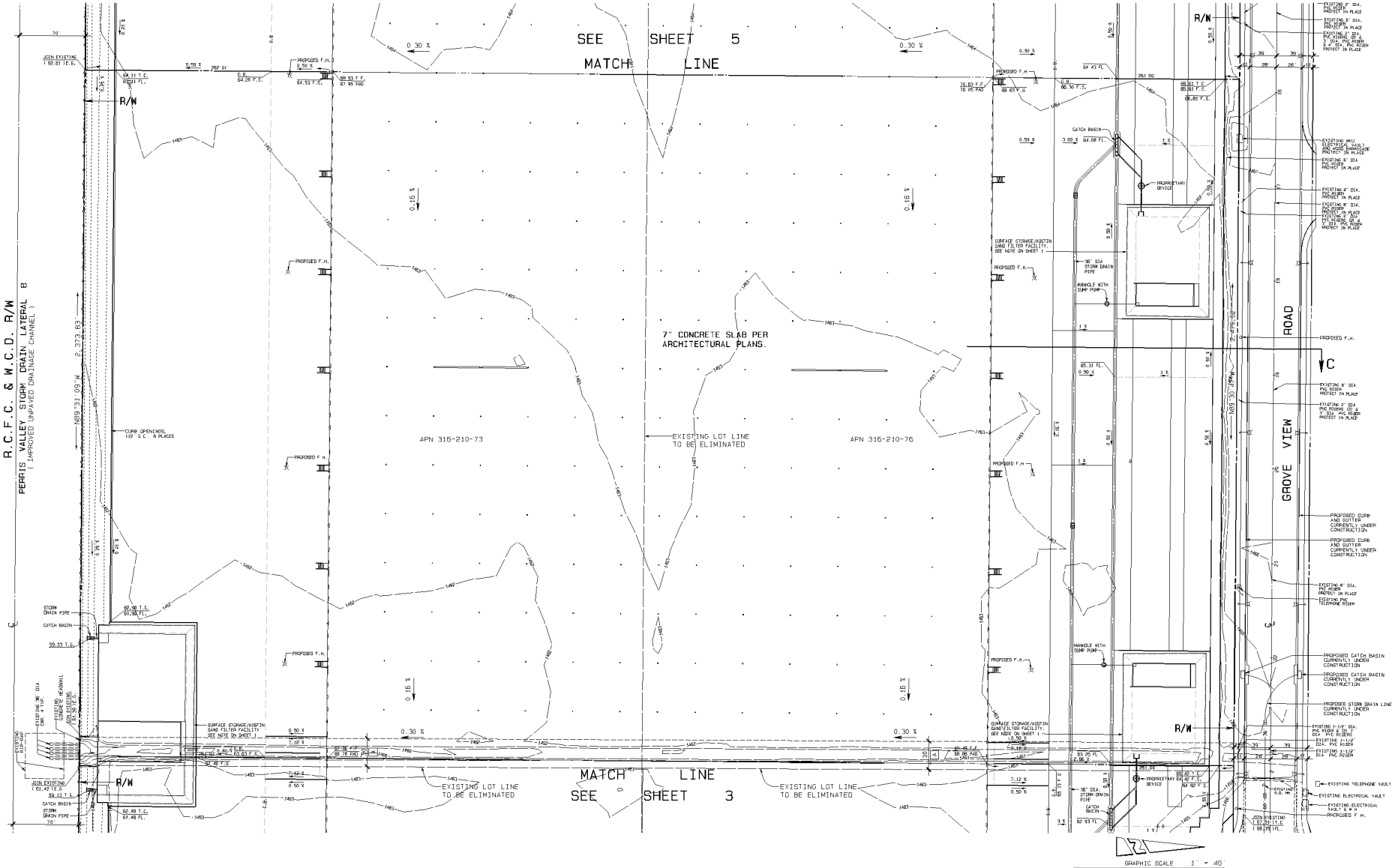

EASEMENTS

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THE EASEMENT GRANTED HEREUNDER SHALL CONTINUE IN EFFECT UNTIL SUCH TIME AS GRANTEE SHALL BE ABLE TO DISCHARGE STORM WATER FROM GRANTEE'S PROPERTY INTO A STORM DRAIN THAT IS PART OF THE PUBLIC STORM DRAIN SYSTEM CONSTRUCTED TO SERVE THE AREA IN WHICH GRANTEE'S PROPERTY IS LOCATED. AT SUCH TIME AND UPON REQUEST OF GRANTOR, THIS EASEMENT SHALL AUTOMATICALLY TERMINATE, AND GRANTEE COVENANTS AND AGREES TO REMOVE THE FACILITY AND ALL OTHER IMPROVEMENTS PLACED BY GRANTEE IN THE EASEMENT AREA AND TO REPAIR AND RESTORE THE EASEMENT AREA, AS FAR AS PRACTICABLE, TO ITS CONDITION EXISTING AS OF THE DATE OF THIS AGREEMENT, AND TO QUITCLAIM ITS RIGHTS UNDER THIS AGREEMENT.

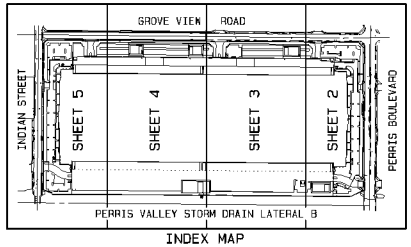

INDEX MAP
SCALE : 1" = 300'

REGISTERED PROFESSIONAL ENGINEER ROBERT A. BEBENSEE No. 22877 (exp 12-31-11) CIVIL STATE OF CALIFORNIA

MARK	DESCRIPTION	INITIAL	DATE	INITIAL	DATE
	NOT FOR CONSTRUCTION FOR PLAN REVIEW ONLY 12/22/09	REVISED		APPROVED	

CITY OF MORENO VALLEY

CONCEPTUAL GRADING PLAN

LOTS 25, 26, 31 & 32, BLOCK 1
M.B. 8/21
PA09-0004

DESIGN R.A.B.	ROBERT A. BEBENSEE, P.E. C.E. #53 North Central Avenue Upland, CA 91786 (909) 946-1122	PLOT DATE 12-22-09
DRAWN R.P.B.		JOB NO. 061606
CHECKED	Robert A. Bebensee R.C.E. 22877 Exp. 12-31-11	SHEET 4 OF 5
DATE	FILE NO.	

-1876-

MV00180527

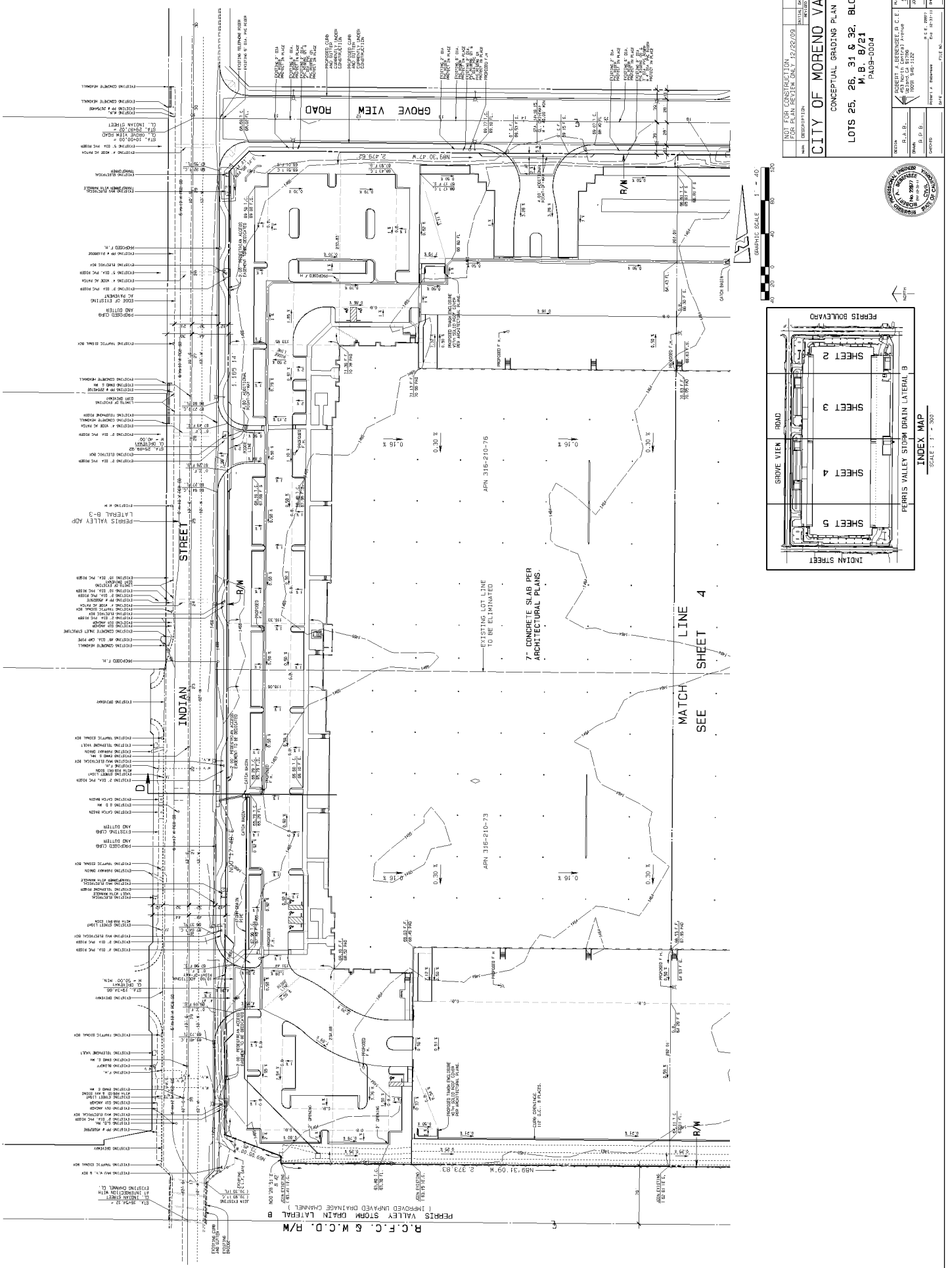
NOT FOR CONSTRUCTION
FOR PLANNING REVIEW ONLY 12/22/09
CITY OF MORENO VALLEY
CONCEPTUAL GRADING PLAN
LOTS 25, 26, 31 & 32, BLOCK 1
M.B. 8/21
PA09-0004
GROVE VIEW ROAD
INDIAN STREET
PERRIS VALLEY STORM DRAIN LATERAL B
R.C.F.C. & W.C.D. R/W
MATCH LINE SEE SHEET 4
7" CONCRETE SLAB PER ARCHITECTURAL PLANS.
EXISTING LOT LINE TO BE ELIMINATED
APN 316-210-76
APN 316-210-73
INDEX MAP
SCALE : 1" = 300'
SHEET 2
SHEET 3
SHEET 4
SHEET 5
PERRIS BOULEVARD
GRAPHIC SCALE 1" = 40'

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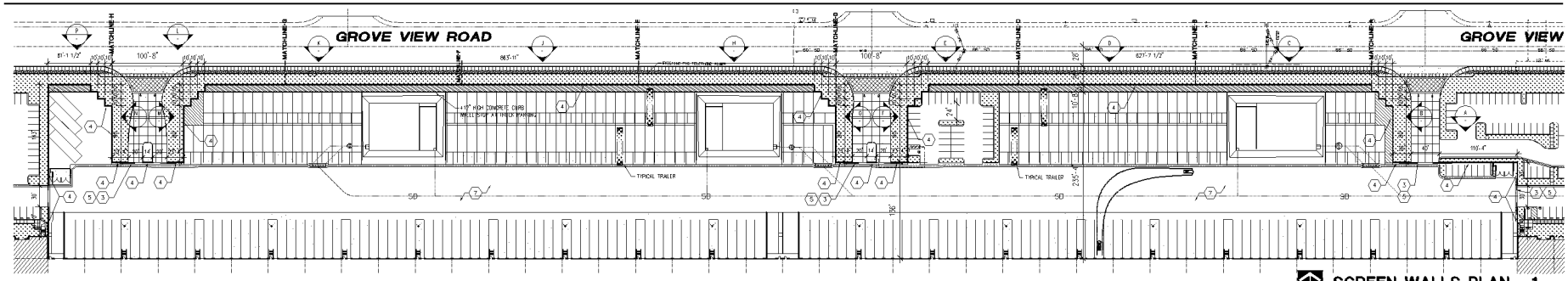

SCREEN WALLS PLAN - 1

SCALE: 1" = 60'-0"

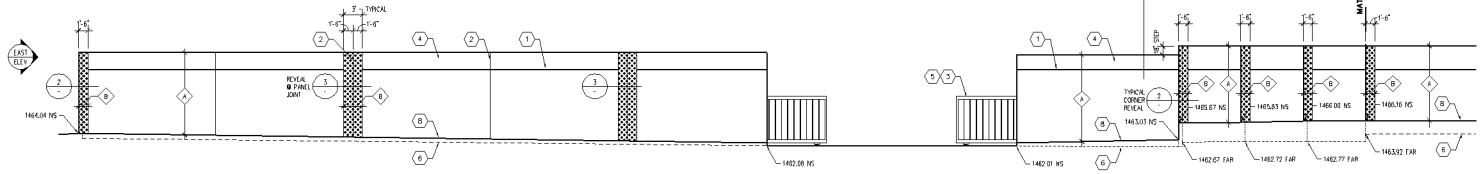

ELEVATION - A

SCALE 1/8" = 1'-0"

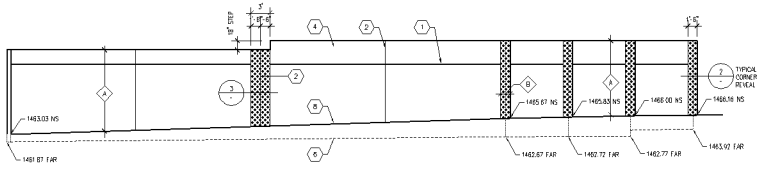

ELEVATION - B

SCALE 1/8" = 1'-0"

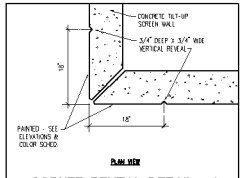

CORNER REVEAL DETAIL - 2

N.T.S.

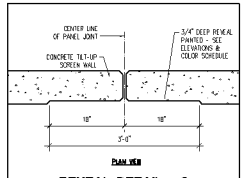

REVEAL DETAIL - 3

N.T.S.

KEYNOTES:

1. 2 IN. WIDE X 3/4 IN. DEEP REVEAL. PAINTED; TYPICAL
2. PANEL JOINT
3. TUBULAR STEEL ROLLING GATES – SEE SEE NOTE BELOW
4. CONCRETE TILT UP SCREEN WALL, HEIGHTS VARY DUE TO GRADES – REFER TO CIVIL PLANS
5. GATE IN OPEN POSITION
6. FAR-SIDE (FAR) GRADE OR FINISH SURFACE – SEE CE-PLANS
7. A.C. PAVING – SEE CE- PLANS
8. NEAR-SIDE (NS) GRADE OR FINISH SURFACE – SEE CE-PLANS

EXTERIOR COLORS:

- A DUNN EDWARDS #DE6143 "ALMOND LATTE" ..... (FIELD)
- B DUNN EDWARDS #DE6145 "ROCKY RIDGE" (BASE / CAP)

GATES AND FENCES NOTES:

- 8-FOOT HIGH MINIMUM STEEL ROLLING GATES AND ITS HARDWARE, MANUALLY OR ELECTRICALLY OPERATED SHALL BE DESIGNED TO WITHSTAND 90 MPH WIND LOADS IN THE OPEN AND CLOSED POSITION.
- THE STEEL ROLLING GATES CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AND STRUCTURAL CALCULATIONS SIGNED BY A LICENSED CALIFORNIA STRUCTURAL ENGINEER FOR THE ENTIRE GATE OPERATION, TO THE APPROVAL OF THE BUILDING, FIRE AND PLANNING DEPARTMENTS AND OBTAIN THE REQUIRED PERMIT PRIOR TO START ANY WORK IN THE FIELD.
- PROVIDE FIRE DEPT. APPROVED 'KNOX-LOCKS' AS REQUIRED.
- THESE SAME NOTES APPLY TO THE TUBULAR STEEL AND CHAIN-LINK FENCES.
- ROLLING GATES TO BE ELECTRICALLY OPERATED AT LOCATIONS WHERE THE CITY REQUIRES THEM TO BE SELF CLOSING.
- RKZ INC. IS NOT RESPONSIBLE IN ANY WAY FOR THE GATES, AND FENCES DESIGN AND CONSTRUCTION AND OPERATION. INFORMATION FOUND TO HAVE EFFECT ON THESE CONSTRUCTION DOCUMENTS SHALL BE CONSIDERED CONCEPTUAL ONLY.

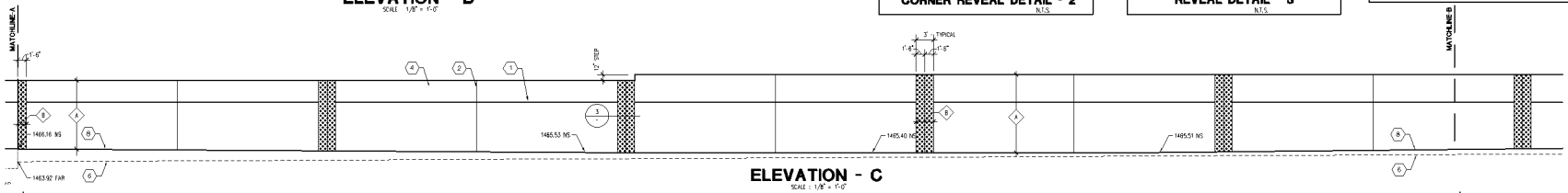

ELEVATION - C

SCALE : 1/8" = 1'-0"

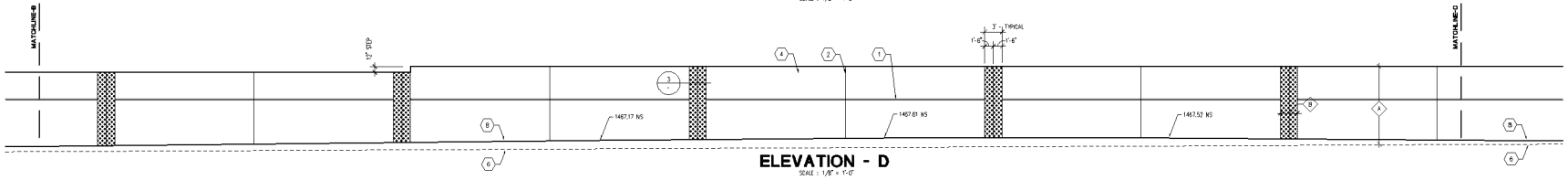

ELEVATION - D

SCALE : 1/8" = 1'-0"

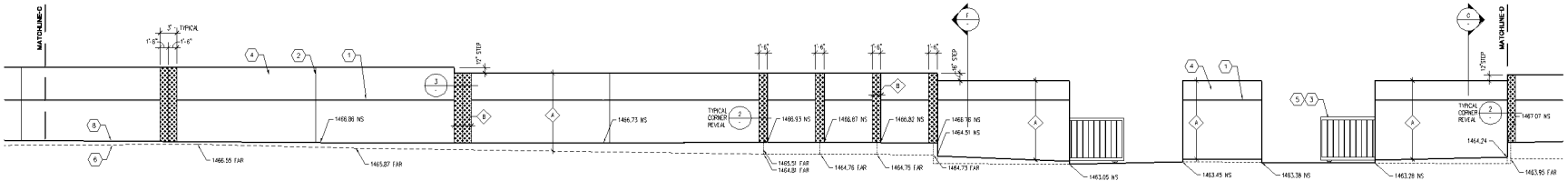

ELEVATION - E

SCALE : 1/8" = 1'-0"

rkz architects, inc.
3002 DOW AVENUE SUITE 225
TUSTIN, CALIFORNIA 92780
PH. 714.731.1140 FAX: 714.731.1080
www.rkzinc.com

OWNER/DEVELOPER:
VOGEL ENGINEERS, INC.
300 PASEO TESORO
WALNUT, CA 91789-2791
PHONE: 909 598-7065
FAX: 909 598-2917

VIP MORENO VALLEY
17777 PERRIS BOULEVARD
17700 INDIAN STREET
MORENO VALLEY CALIFORNIA 92551

VIP
VOGEL INDUSTRIAL PARK
MORENO VALLEY CA

REVISIONS
CONSTR.
BID
PLAN CHECK
DRAWN 10-16-08
JOB NO. 08-26
SHEET NAME
SCREEN WALL PLANS AND ELEVATIONS
SHEET NO.
A-5
OF SHEETS
PROJECT #PA09-0004 & PA09-0012

08-26A5.dwg / 07.02.12 / 15:37

-1879-

Item No. E.2

MV00180530

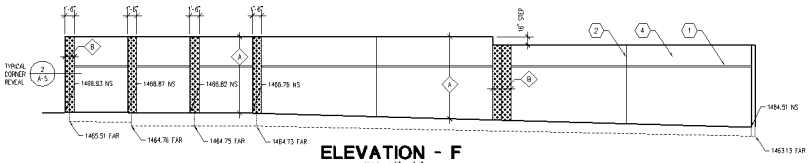

ELEVATION - F
SCALE : 1/8" = 1'-0"

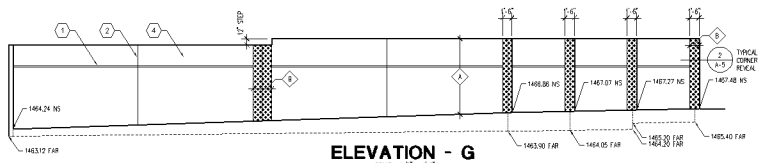

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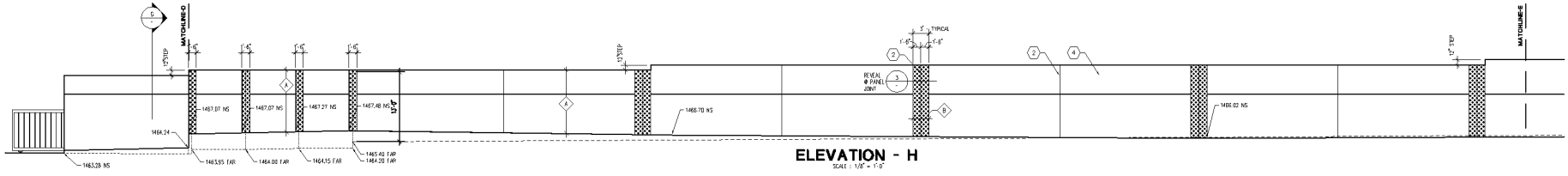

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SCALE : 1/8" = 1'-0"

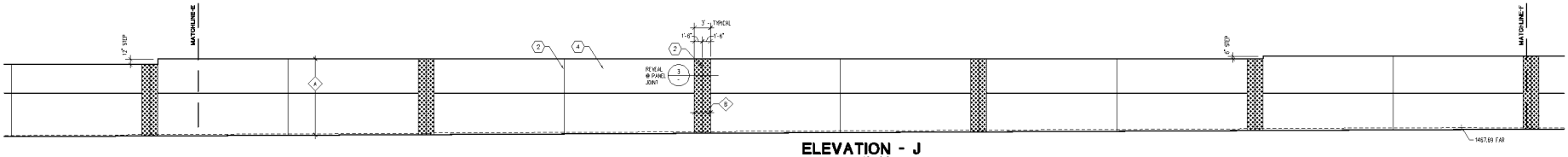

ELEVATION - J
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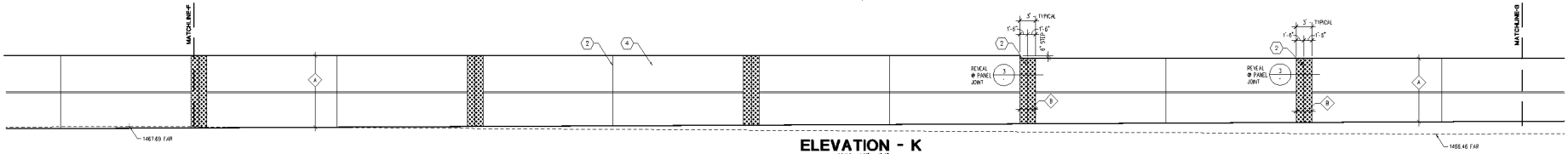

ELEVATION - K
SCALE : 1/8" = 1'-0"

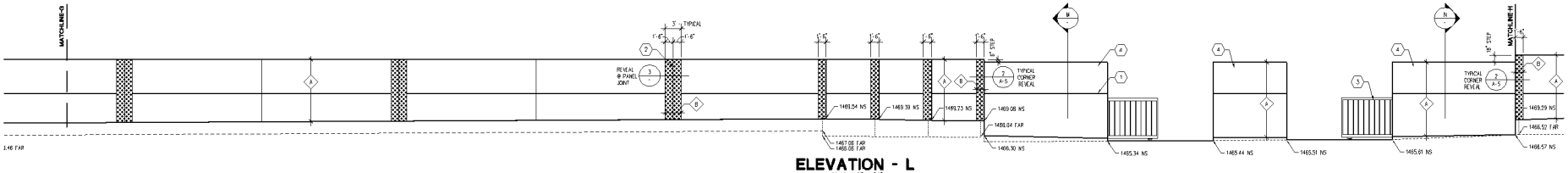

ELEVATION - L
SCALE : 1/8" = 1'-0"

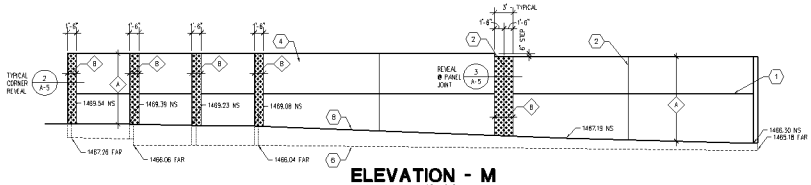

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SCALE : 1/8" = 1'-0"

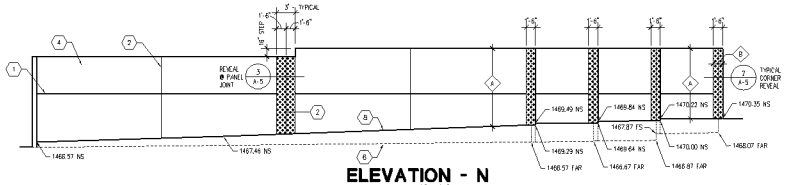

ELEVATION - N
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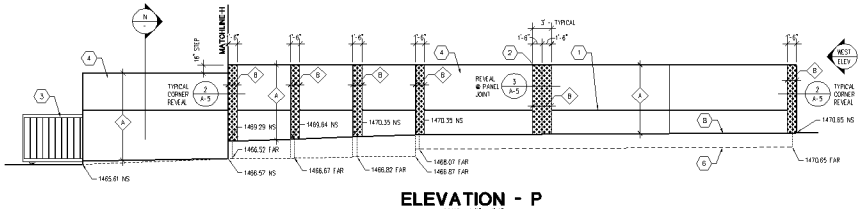

ELEVATION - P
SCALE : 1/8" = 1'-0"

EXTERIOR COLORS:	KEYNOTES:
A DUNN EDWARDS #DE6143 "ALMOND LATTE" (FIELD)	1 2 IN WIDE X 3/4 IN. DEEP REVEAL, PAINTED TYPICAL
B DUNN EDWARDS #DE6145 "ROCKY RIDGE" (BASE / CAP)	2 PANEL JOINT
	3 TUBULAR STEEL ROLLING GATES
	4 CONCRETE TILT UP SCREEN WALL, HEIGHTS VARY DUE TO GRADES
	5 GATE IN OPEN POSITION
	6 FAR-SIDE GRADE OR FINISH SURFACE - SEE CE-PLANS
	7 A.C. PAVING - SEE CE- PLANS
	8 NEAR-SIDE GRADE OR FINISH SURFACE - SEE CE-PLANS

rkz architects, inc.
3002 DOW AVENUE SUITE 225
TUSTIN, CALIFORNIA 92780
PH. 714.731.1140 FAX: 714.731.1080
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OWNER/DEVELOPER:
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300 PASEO TESORO
WALNUT, CA 91789-2791
PHONE: 909 598-7065
FAX: 909 598-2917

VIP MORENO VALLEY
17777 PERRIS BOULEVARD
17700 INDIAN STREET
MORENO VALLEY CALIFORNIA 92551

VIP
VOGEL INDUSTRIAL PARK
MORENO VALLEY CA

REVISIONS
CONSTR.
BID
PLAN CHECK
DRAWN 10-16-08
JOB NO. 08-26

SHEET NAME
SCREEN WALL PLANS AND ELEVATIONS

SHEET NO.
A-6
OF SHEETS

08-26A5Z.dwg / 07.02.12 / 15:38

PROJECT #PA09-0004 & PA09-0012

MV00180531

VIP Moreno Valley Project

Legend

- Highways
- Parcels
- Roads
- March Installation Area
- Waterbodies
- Sphere of Influence
- Ortho Photography

City Boundaries

- Calimesa
- Moreno Valley
- Perris
- Riverside

Powered By GeoSmart.net

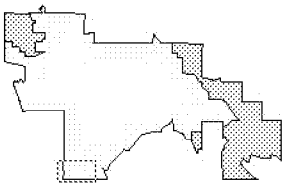

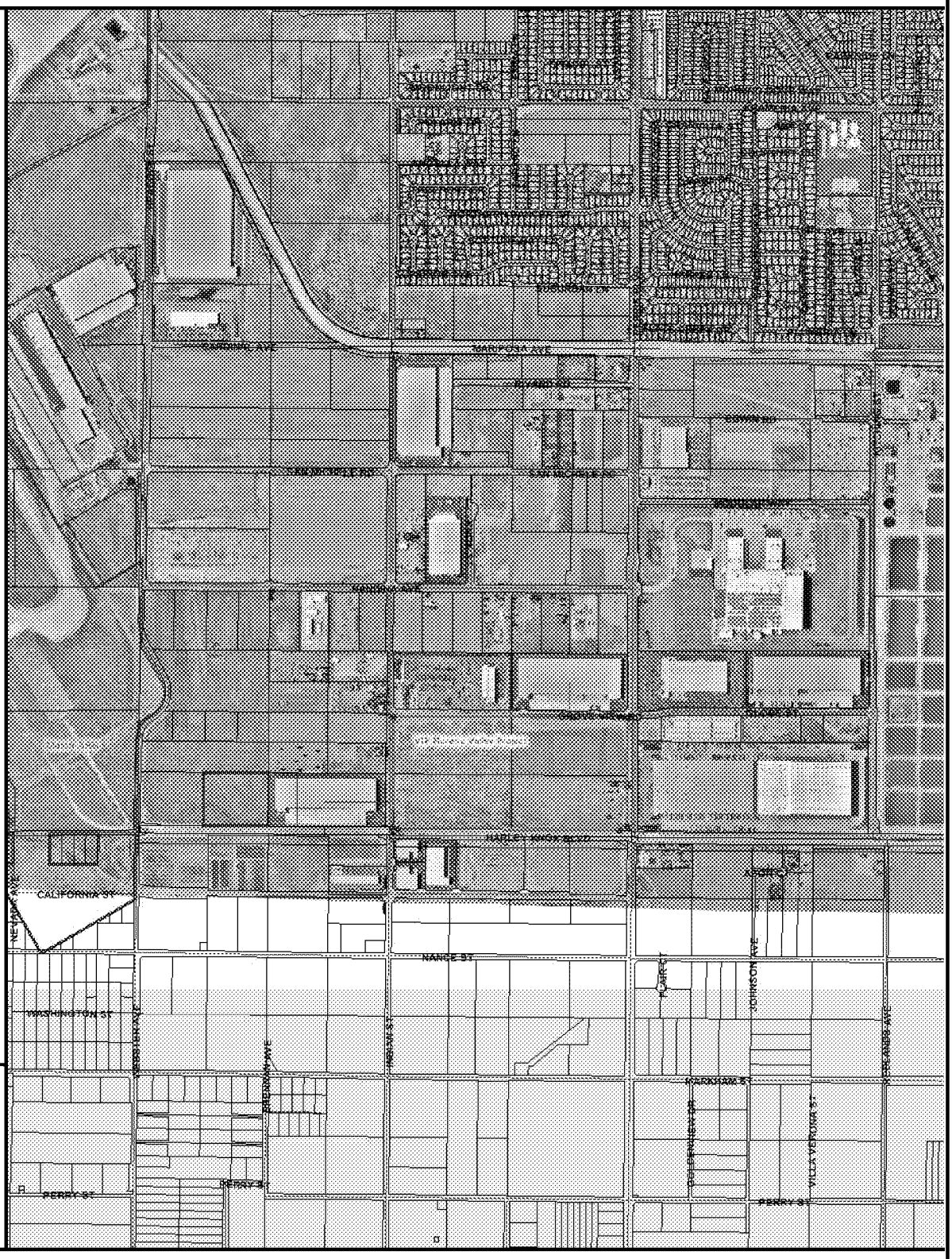

City of Moreno Valley
14177 Frederick St
Moreno Valley, CA 92553

DISCLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.

N

0 700 1400 2800ft

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MORENO VALLEY
WHERE DREAMS SOAR

Item No. E.2

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MV00180533

SAN GORGONIO CHAPTER

4079 Mission Inn Avenue
Riverside, CA 92501
(951) 684-6203 Fax (951) 684-6172
Membership/Outings (951) 686-6112

Regional Groups Serving Riverside and San Bernardino Counties:
Big Bear, Los Serranos, Mojave, Moreno Valley, Mountains, Tahquitz.

Moreno Valley Planning Commissioners, July 11, 2012

Re: VIP Final EIR

The Sierra Club appreciates this opportunity to express some additional concerns about the VIP warehouse Final EIR. When is this City going to require these projects to also write everything in Spanish to allow many who feel disenfranchised within our community to participate in the public review process? Based on our last census this needs to be done and this includes notices as well as holding meetings in which all feel they can participate in their language as is done with the MVUSD. (http://topics.nytimes.com/top/news/science/topics/globalwarming/index.html) provides several links as well as articles of which are now all part of the public record and shows we are all responsible for this last year of record heat in the US. This is even more true for decision makers like yourselves which approve projects that you know will have a detrimental impact on our region and the climate. The other thing I wish Moreno Valley decision makers would realize is that warehouse jobs or any jobs within 1,500 feet of warehousing is going to jeopardize the health of the worker. You might be better to encourage a family member to begin smoking than to begin breathing in toxic diesel truck emissions for 8 hours each day as a warehouse worker. The City should make a condition of approval that all employees of the VIP warehouse sign a letter-- written in English/Spanish-- warning them of the potential health hazards of working so near toxic diesel pollution.

You should require all warehouses to have their roofs covered with solar and at the very least built to a standard which would support future installation of solar panels. Allowing projects to simply say they will purchase renewable energy is not being a responsible decision maker. They are beginning to cover important areas of our desert with industrial solar farms and transmission lines because we are not requiring

warehouses to install these panels. They could supply more energy than they need and sell it back to Edison for a profit.

The Sierra Club does not believe Greenhouse Gas emissions and Climate Change have been reduced to "less than significant".(p159) This is especially true because of all the "Encourage the use" phrases used throughout this section as well as "who will consider the following" and "where feasible". These and other less than genuine phrases used throughout the VIP Final EIR try to give the impression that they are going to do something, but in reality there are no teeth in these phrases to require anything.

The City of Moreno Valley needs to replace the phrase of exceeding "the 2008 California Building Codes (CBC) Title 24 energy standard" with exceeding the "current" California Building Codes Title 24 energy standards "at time of construction". The 2010 edition of the California Building Standard Code (Title 24) became effective January 1, 2011. The three year cycle of California building efficiency Standards have already gone through public hearings in the first half of 2012 and we will soon have the 2013 California Building Energy Efficiency Standards. These are the standards in which they need to exceed by 20% and not those which will be four or five years old at the time of construction. Have you ever checked with our city to see who has the expertise to validate that these standards have been exceeded by 20% and checked their efforts on previous projects.

The Planning Commission needs to read or hopefully reread the concerns and suggestions in the letters submitted by Ray Johnson and George Hague to the VIP's Draft EIR. Then require more of their suggestions of this massive warehouse project to help reduce the environmental and health impacts on Moreno Valley as well as the region. Suggestion like requiring Tier III construction equipment instead of Tier II as this developer wishes to use. It is time this city works to protect the air quality we all breath and of which we have no choice. Smart Way carriers of 1.25 needs to be the goal of 90% for long haul trips carried by Smart Way if this project is serious about reducing its environmental impacts instead of the lower 1.00.

The Justin Adam Ag report fails to analyze the impacts of losing Ag lands on Raptor foraging. We live in a world renown valley for its 25 species of raptors. Every time we lose lands like these we impact these special

animals. His report also failed to analyze the impacts of importing foods on Green House Gas, Global Warming and Air Quality instead of us buying locally raised crops. The loss of these Prime farmlands must be mitigated as should the other important farmlands. James Adams Ag report does point out that occupations in the Agricultural areas in the Inland Empire ranks fifth out of seven categories for the number of workers employed (Figure 4.6). It therefore is still an important area of employment. It always bother me when studies present graphs like those in figure 4.5 which may have correct information, but uses the bar graph to distort the significance of 15,000 acre feet.

The Sierra Club believes significantly more needs to be required of this project to make it have less of an impact on both the environment and health of those in the Moreno Valley region. The direct, indirect and cumulative impacts can be further reduced with the proper conditions of approval. Even the County of Riverside would require this project to build a Silver LEED certified building. When is the City of Moreno Valley going to rise to the needs of its residents. Last Fall the City of Riverside approved a warehouse with a Gold LEED certified building only a few miles from this site along Alessandro Blvd.

Please keep the Sierra Club informed of all future meetings and documents related to the VIP Moreno Valley warehouse project by emailing me at the address which sent you this letter and/or mailing me at the address below.

Thank you,

George Hague
Sierra Club
Moreno Valley Group
Conservation Chair

26711 Ironwood Ave
Moreno Valley, CA 92555

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July 12, 2012

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VIA FACSIMILE AND US MAIL

RE: Vogel Industrial Park (VIP) Moreno Valley Project: July 12, 2012 Public Hearing Item 1, P11-090, PA09-0004, and PA09-0022, TPM 36162

Greetings Planning Commissioners:

On behalf of the Sierra Club, Moreno Valley Group, and Residents for a Liveable Moreno Valley we hereby submit these comments on the VIP Moreno Valley Project, Plot Plan and Tentative Parcel Map for development of a 1.6 million square foot warehouse facility on 80 acres. (PA09-0004, PA09-0012, TPM No. 36162) Johnson & Sedlack hereby incorporates all comments previously submitted on behalf of Sierra Club and Residents for a Liveable Moreno Valley concerning this project.

We respectfully ask that you disapprove this project. As discussed in the comment letter submitted June 1, 2012, the EIR is inadequate as it fails to comply with the requirements of CEQA by inadequately analyzing impacts pertaining to, at least, air quality, aesthetics, biology, cultural resources, geology, hydrology, GHGs, and transportation, among others. The EIR fails to adopt all feasible mitigation measures and ensure that mitigation measures are fully enforceable through permit conditions, agreements, and/or othe legally biding instruments. (State CEQA Guidelines § 15126.4(a)(2)). Despite extensive commentatry that not all feasible mitigation was adopted and that mitigation was vague, uncertain, and unenforceable, the FEIR fails to make needed changes to these measures.

The Final EIR (FEIR) fails to make ***any*** substantive changes despite extensive commentary received that, at least, several of the studies in the Draft EIR (DEIR) were outdated or inadequate. Additionally, the FEIR, Mitigation Monitoring and Reporting Program, Resolutions (including Mitigation Monitoring Program and Conditions of Approval) before the Planning Commission do not accurately reflect the alleged changes in wording of mitigation measures as stated in the Responses to Comments. The conclusions and findings expressed in the FEIR made

based upon the assumption that these changes are incorporated are therefore wrong and not based on the project. Should the Planning Commission determine to approve the project in spite of these extensive comments in opposition to the project and detailing deficiencies with the EIR, it is inappropriate to approve the project so where the FEIR does not accurately discuss, evaluate, and mitigate the project as it is presented for approval.

Having failed to make any substantive or substantial changes in the FEIR, the comments previously submitted by all commenters remain valid and the FEIR continues to fail as an informational document and fails to inform the public and decisionmakers of the real impacts of this project. The Final EIR is also very conclusory and fails to provide the analysis and examination required by CEQA to inform the public and decision makers of the analytical pathway taken from facts to conclusions. The Responses to Comments also often allege facts which are not supported by any evidence in the record. Generally, the findings are not supported by substantial evidence in the record and, as stated above, are not based on the project and mitigation measures as being submitted for consideration before this commission.

CEQA also requires that where feasible mitigation exists which can substantially lessen the environmental impacts of a project, **all feasible mitigation** must be adopted. This project's Mitigation Monitoring and Reporting Program lists many feasible mitigation measures but fails to require the implementation of these measures or drafts such mitigation in an utterly unenforceable manner. This is unacceptable and misleading to the public and decisionmakers as to the extent of mitigation required of this project.

This project fails to make adequate findings, *based on substantial evidence* that the environmentally superior alternative is infeasible. In fact, the environmentally superior alternative satisfies most, if not all project objectives and significant reduces project impacts, particularly with regards to air quality in an area known to have some of the worst air quality in the nation. At the least, the environmentally superior alternative must be implemented in lieu of the project.

Findings

The findings required under CEQA cannot be made with respect to this project. Not all significant effects of the project have been eliminated or substantially lessened.

Statement of Overriding Considerations

CEQA Guidelines § 15093 (b) provides that when the agency approves a project which will result in the occurrence of significant effects which are identified in the final EIR, but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action based on the final EIR and/or other information in the record. The decision to approve a project in spite of significant environment impacts requires the decision-making agency to balance the economic, legal, social, technological, or other benefits of a proposed project against its unavoidable environmental risks. (Guidelines § 15093(a).) However, the Statement of

Overriding Considerations ("SOC") shall be supported by **substantial evidence** in the record. (Id.) In *Sierra Club v. Contra Costa County* (1992) 10 Cal.App.4th 1212, 1222, the court said: "Whereas the [mitigation and feasibility] findings … typically focus on the feasibility of specific proposed alternatives and mitigation measures, the statement of overriding considerations focuses on the larger, more general reasons for approving the project, such as the need to create new jobs, provide housing, generate taxes, and the like."

Substantial evidence in the record does not support the adoption of a statement of overriding considerations given the immense environmental harm expected with the project balanced with minimal economic benefits. The EIR finds that the project would, "add jobs resulting from the development of the industrial uses to the City, with the potential to minimize the VMT traveled within the project site and community." This potential is countered by recent industrial/ distribution projects within Moreno Valley which have utterly failed to create the promised jobs. On the other hand, this project will have massive and detrimental impacts to, *at least*, air quality, traffic, agriculture, and greenhouse gas emissions. These enormous detriments cannot be outweighed by the promise of jobs which are uncertain, unlikely, and few. A Statement of Overriding Considerations is not supported for this project.

Cumulative Impacts

Response to Comment E-10 acknowledged that the World Logistics Project was only considered in determining certain cumulative impacts, not all cumulative impacts. Those impacts which for which the World Logistics Project was apparently not considered include, but are not limited to: traffic off of the highway mainline, noise, aesthetics, biology, and hydrology/water quality, among others. The EIR fails as an informational document by failing to consider cumulative impacts from the World Logistics Project in each of these areas of the EIR.

Aesthetics

The project improperly segments approvals by failing to consider potential environmental impacts from the project's signs in the EIR. Instead, the staff report states that, "signs will be reviewed and approved under (sic) separate administrative permit." (*See also,* Condition of Approval P20 for PA 09-0004) Hence, by failing to consider the whole of the project including signage, the EIR fails to comply with CEQA.

In prior comments, we noted that the EIR fails to discuss lighting impacts on nighttime views. In the response to comments, the FEIR still fails to respond to or discuss this potential effect, instead re-stating the conclusions of the Draft EIR.

Agricultural Resources

The Response to Comments states that the purchase of agricultural conservation easements is economically infeasible on the basis that the "General Plan does not include any agricultural designations; therefore mitigation for the loss of [it] is not required" and because it would not replace or provide new farmland. This does not demonstrate economic infeasibility of this mitigation measure.

Comments E-7 and E-8 recommend mitigation for agricultural impacts in the form of donating to the Riverside Land Conservancy or San Jacinto Basin Resource Conservation District. The responses to these comments does not find such mitigation to be infeasible but instead generally fins other mitigation measures not recommended by the commenter to be infeasible. As the EIR does not find these measures specifically to be infeasible, the measures must be deemed feasible and incorporated as mitigation for the project's significant agricultural impacts. Furthermore, the responses to the comments were unresponsive to the comments made.

Air Quality

The project will result in extensive and unavoidable impacts to air quality during construction and operation.

The Final EIR states that many of the mitigation measures recommended by Johnson & Sedlack in its previous comments are "included" or have been "incorporated" into the mitigation required of the project in the EIR. First, these measures are not enforceable or required of the project. Instead, they are to be *considered*, *written on signs,* or listed as one of several alternatives that may or may not even relate to the actual mitigation required of the project. The FEIR therefore fails as an informational document by misleading the public and decision-makers as to the extent of mitigation incorporated into the project. The FEIR also fails by failing to incorporate all feasible mitigation and/or failing to find such measures to be infeasible. Some examples of these instances, though not all by far, are listed below.

Furthermore, the mitigation measures stated to be added or changed in the FEIR have not all been so amended in the FEIR, Resolutions, or Mitigation Monitoring and Reporting Program, for the project. The FEIR does not accurately reflect project impacts if these Resolutions are passed approving the project where they do not represent the project as evaluated in the FEIR.

Mitigation measure 4.2.6.1D regarding cessation of all clearing, grading, earthmoving, or excavation activities states that verification will only occur during grading. Verification should occur during grading and construction.

Mitigation measure 4.2.6.1H states that the contractor shall *during smog season* not allow construction equipment to be left idling for more than five minutes. The EIR fails to show that it is infeasible to so limit idling year round, particularly where existing air quality in the project vicinity generally exceeds state and federal air quality standards for Ozone, Coarse Particulate Matter (PM10), and Fine Particulate Matter (PM2.5). Not all feasible mitigation has been required to reduce air quality impacts.

MM 4.2.6.1K does not require any mitigation, only that "construction specifications and bid documents" include "notations." The statements in the Response to Comments at pages 63-69 that measures are already included within this mitigation measures are therefore false as such measures are not required to be applied to/ incorporated into project construction and are unenforceable, contrary to the statement at Response to Comment D-37.

MM 4.2.6.1L does not provide any requirement for the community liaison to respond promptly or in a timely manner. This must be required to ensure that construction related air quality issues are timely resolved.

Mitigation Measure 4.2.6.1M only requires the posting of signs but does not require compliance with the measures delineated on the signs. The measure is illusory. Recommended mitigation measure 24, at FEIR response to comments page 66, is not included in the EIR or mitigation required of this project.

MM 4.2.6.1R states that measures "should" be taken. Such language makes the measure unenforceable, and the mandatory "shall" must replace "should" in this measure.

MM 4.2.6.3A lists many feasible mitigation measures but fails to *require* the implementation of those measures or find that requiring the implementation of each of the listed measures is infeasible. Instead, the measure requires only that the project exceed Title 24 requirements by 20%. Many of the listed alternatives would not even be used in determining Title 24 compliance, as they relate to mobile emissions and not building emissions, and are therefore illusory mitigation. By failing to require all feasible mitigation and failing to accurately detail the mitigation required of the project, the EIR fails. The FEIR, Mitigation Monitoring and Reporting Program detailed in the FEIR, and the Resolutions also fail to make the changes stated to be made to this mitigation measure in the response to comments. The Statement "Any combination of design features including but not limited to the following list may be used…" has not been replaces as stated in the FEIR and responses to comments. The EIR fails as an informational document by claiming to have made these changes where, in fact, they have not been made.

The response to comments at p. 64-65, concerning the recommended mitigation measure 13, fails to provide evidence supporting a finding of infeasibility for limiting the simultaneous disturbance of the site to 5 acres per day. The threshold of significance for emissions from grading including dust and vehicular emissions are measured based on lbs/day, so while emissions may not necessarily be reduced, they may in fact be reduced *below a level of significance* by prolonging the grading period. These numerical thresholds do not account of whether there are "sensitive receptors located in close proximity to the project site that would be affected by the dust" as air quality impacts effect more than just nearby residences. The FEIR fails by not incorporating this feasible mitigation measures where it may significantly reduce or avoid some construction air quality impacts based on the thresholds adopted for determining the significance of such impacts.

Recommended mitigation measure 23, at page 66 of the FEIR is not included as stated. The project rather only requires that CARB certified Tier II or better equipment be utilized "where feasible" not that only CARB certified equipment be used for construction activities. The FEIR thus falsely states that this recommendation is included in the project.

The Response to comments states that the project has the potential to reduce VMT. An EIR, however, is intended to evaluate a worst cast, not a best case, scenario of project effects. Regardless of potential reductions which are "virtually impossible to calculate."

As stated in Response to Comment D-38, **mobile source emissions exceed the threshold of significance by up to 1,700%,** yet the EIR makes only a miniscule attempt at mitigation that is almost entirely directed at reducing emissions from the building/stationary sources.

The changes stated to be made in the response to comment section of the FEIR, such as the change stated at Response to Comment D-38, D-39, D-42, D-43, etc. concerning Mitigation Measure 4.2.6.3A has not been incorporated into the Mitigation Monitoring Plan of the Resolution being presented to the City. The FEIR therefore fails as an informational document by stating that changes have been made to the project but failing to actually making those changes.

Response to Comment D-39 is unresponsive to the comment made. The comment noted that the incorporation of measures related to mobile emissions will not aid in reduction of emissions 20% below Title 24 standards, and are therefore illusory measures that will not be used and will not achieve the stated result. The response that the City has no control over vehicle emissions does not respond to this comment made.

Response to Comment D-45 still does not respond to or make the changes requested in Johnson & Sedlack's previous letter that each of the measures listed at MM 4.2.6.3A be specifically required for the project, but only that the project demonstrate that Title 24 Energy Efficiency Standards be exceeded by a minimum of 20%. It is false to state that the suggested mitigation measures at Response to Comment D-45 are included as mitigation where they are not actually and specifically required for the project. Many, as commented at D-45, are not even alternatives that may be used to meet or exceed Title 24 standards.

Response to Comment D-45 also states that recommended mitigation 22-23 have been incorporated, but not so. MM 4.3.6.1B requires only that, "The landscaping plan shall be prepared by a registered landscape architect who will *consider*" the recommended mitigation, not that the measures actually be required of and incorporated into the project. MM 4.3.6.1B is vague and unenforceable, and the FEIR is deceiving by stating that these measures have been incorporated into the project.

Response to Comment E-4 states that building the roof to accommodate solar panels has been required as project mitigation. Not so, as MM 4.2.6.3A only requires that the project surpass 2008 Title 24 standards by 20% however achieved. The mitigation has not been incorporated in a manner that ensures that it is fully enforceable and will actually be implemented as a condition of development as required by CEQA. Comment E-5 notes that this "cafeteria list of mitigations" shows that more can be done to mitigate for project impacts to air quality. The response to Comment E-5 does not respond to the comment made.

Response to Comment E-6 does not respond to the comment made and does not find infeasible the suggested mitigation to require 90% of off-road construction equipment to meet Tier III standards. This mitigation must be incorporated as it is not determined by the FEIR to be infeasible.

Response to Comment E-16 states that the mitigation suggested is required. Again, this is false and mitigation measure 4.2.6.1K requires only that "notations" be made in documents, and 4.2.6.3A requires only that the project exceed Title 24 by 20%.

Biological Impacts

Response to Comment E-21 is unresponsive to the comment made and does not state whether the site will or will not be disked prior to the burrowing owl surveys.

Cultural Resources

Response to Comment D-49 is unresponsive to the comment made. Johnson & Sedlack asked over what portion of the project site reaching the maximum excavation depth would result in no further monitoring? 100% of the project site? Or only 1% of the project site? If no fossils are found upon reaching maximum excavation depth over only a small portion of the project site and monitoring is then discontinued, it is possible or even likely that fossils may still be found and harmed across the remainder of the project site at less than the maximum excavation depth. MM Cul-1 is vague in this way. The measure must clarify that monitoring may be discontinued only once the maximum excavation depth is reached in 100% of the area to be excavated across the project site. Cul-1 remains unaltered in the Mitigation Monitoring Program at Resolution 2012-16 and the Conditions of Approval at Resolution 2012-17, despite changes alleged in the FEIR.

Geology and Soils

MM Geo-1 defers mitigation and evaluation of project impacts as, "the above measure may be modified by the Final Geotechnical or Soils Report." It is therefore not demonstrated that the required mitigation will reduce impacts to a level below significance; further mitigation may be needed.

MM Geo-2 is deferred, vague, and unenforceable. Specifically, such mitigation requires that the project proponent "inform" engineers, architects, owner, maintenance personnel, and other interested parties of the Expansive Soil Guidelines provided in the geotechnical analysis and that such guidelines "shall be implemented…in the applicable design guidelines." The Expansive Soil Guidelines must be directly included and implemented in the project's grading plans to ensure implementation and enforceability.

GHGs

Johnson & Sedlack reiterates its comments that the project will have significant individual impacts to GHGs, not merely cumulative impacts, for the reasons previously stated.

Response to Comment E-3 is unresponsive to the comment made that LEED Gold certification should be required in order to mitigate for project effects. The EIR fails to find infeasible requiring LEED Gold certification as a mitigation measure.

Responses to Comments E-49- E51 state that many mitigation measures are incorporated or included in the project mitigation measures. This is untrue where such measures including 4.2.6.3A fail to require that each of the listed measures actually be required of the project; 4.3.6.1A merely requires compliance with the law that the project comply with Title 24; 4.3.6.1B requires only *encouragement* which is utterly unenforceable; 4.2.6.1K requires only "notations"; etc. The measures recommended by the Comments have not been incorporated into the project in a certain and enforceable manner as required by CEQA.

Response to Comment E-54 finds carbon offsets to be infeasible but fails to state a valid reason for that finding. Bases for finding mitigation infeasible include that specific economic, legal, social, technological, or other considerations make infeasible such mitigation. (State CEQA Guidelines § 15091) Here, the EIR finds carbon offsets to be infeasible not because of any of these considerations but because they have not previously been required and because they require a well performing program. This does not demonstrate that carbon offsets are *infeasible,* that is, not capable of being accomplished in a successful manner within a reasonable period of time taking into account economic, environmental, legal, social, and technological factors. (State CEQA Guidelines § 15364) As the FEIR fails to demonstrate that carbon offsets are infeasible pursuant to CEQA, they must be required as mitigation measures for the project.

Response to Comment E-54 goes further to suggest that GHGs can never be reduced or mitigated. This is contrary to CEQA which specifically provides for mitigating the effects of GHG emission. (*See,* State CEQA Guidelines § 15126.4 (c).) The response goes far beyond the limits of CEQA as well by claiming that any energy consumption reduced by this project through the purchase of carbon offsets will somehow result in increased energy consumption and GHG emissions overseas in developing countries such as China or sub-Saharan Africa. These claims are also unsupported by *any evidence* in the EIR and are *highly speculative,* to say the least. Again, as any finding of infeasibility with regards to the purchase of carbon offsets is not based on fact or the CEQA definition of feasible, this mitigation measure must be required of the project.

Hydrology and Water Quality

Condition of approval LD7 defers mitigation by requiring that a drainage study be prepared and submitted. Condition LD37 requires that the hydrology study come to a specific conclusion that the 10-year storm flow be contained within the curb and a 100-year storm flow be **contained within the street**, or additional facilities may be needed. In other words, LD 37 requires that hydrological impacts be evaluated after project approval and potentially that additional mitigation measures will be needed to reduce impacts. Furthermore, LD 37 contemplates the use of the street for drainage purposes. Allowing for the flooding of the street for project-related drainage is a potentially significant drainage impact that was wrongly not considered, disclosed, or evaluated in the EIR.

Even with the change in wording allegedly made at MM Hyd-5, the measure improperly defers mitigation and evaluation by deferring the preparation of a drainage report.

Noise

MM 4.9.6.1D is vague as it requires that the contractor limit construction related activities that would result in "high" noise levels without defining what level would be considered "high". Furthermore, as mentioned in previous letters, limiting the hours of construction will not mitigate for impacts from noise during those hours.

Response to Comment D-65 states that the EIR did not use a 3dBA increase as a threshold of significance. This is contradicted by the response and EIR which each demonstrate that the EIR looked to whether a 3 dB increase occurred.

With regards to Response to Comment D-68 concerning the use of "hard site" versus "soft site" scenarios, while increases in noise may not change, exceedences of the City's noise standards may be increased/ significant if the hard site scenario is instead utilized.

Response to Comment D-69 claims that an increase in trucks from the project, around a 3.25 to 7.5 percent increase in cumulative traffic volumes along area roadways, would not affect the findings of the noise impact analysis even though the analysis does not consider higher truck percentage of vehicle mix. This conclusion is unsupported by either the response or the record.

Response to Comment D-70 is unresponsive to the comment made, which states that the noise impact is significant where noise levels exceed noise standards and the project would result in a further exceedence of that standard and an increase in ambient noise where such noise is significant. Johnson & Sedlack also restates its prior comment that the proper measure of noise impacts is taken at the property line.

Response to comment D-74 is misleading as it insinuates that no sensitive receptors will be impacted by project construction. Furthermore, whether or not 1987 documents concerning noise provide a "conservative" estimate of noise levels, noise impacts as stated in the EIR are highly likely to be incorrect as the relied upon numbers are far outdated. The EIR fails as an informational document.

As the EIR's noise analysis remains flawed and impacts must therefore be considered potentially significant, the mitigation measures suggested at comment D-76 must be implemented for the project.

Public Services

Condition of Approval F2 states that the City has granted a 50% reduction in fire flow for the use of fire sprinklers throughout the facility. There is no explanation of why this variance was

granted or evidence supporting a conclusion that this will not impact public safety. The EIR thus fails as an informational document.

Transportation

Response to Comment E-12 is unresponsive to the comment made that the project fails to mandate that only the "primary truck route" of Harley Knox Boulevard to the west be used so that trucks will not pass by a school. While this may be the primary truck route, the EIR does not claim or show that it is the only truck route which may be used. Comment E-12 asks for details on how the project will enforce use of only the Harley Knox Boulevard to the west truck route in order to avoid passing by schools. The EIR fails to do this, and therefore fails to provide needed information to the public and decisionmakers. Furthermore, a condition or mitigation measure must be placed on the project to require that only the "primary truck route" be utilized as this was apparently the only route evaluated by the EIR.

Response to Comment E-18 is unresponsive to the comment made. The table showing average trip lengths does not show the routes which trucks will be taking from the facility on local roadways to get to further away destinations so that the public and decisionmakers are informed of the impacts to local streets. Comments E-18 and E-19 also do not respond to the issue that future impacts beyond 2013(the first year) must be evaluated in the EIR.

As stated at Response to Comment E-20, the EIR does not consider impacts to SR-60, despite the fact that around 10% of truck trips are expected to use this highway. The EIR fails as an informational document by failing to evaluate these impacts. Furthermore, the FEIR again fails to make any substantive changes or undertake any real evaluation as requested by commenters.

Comments F-3 and F-4 by the Department of Transportation state that year 2007 AADT volume data should be used b y the EIR to keep consistency with traffic volume projections, yet the FEIR fails to make this change, relying instead on 2009 projections for some, 2007 for others. It is unclear from the response whether the 2009 CALTRANS AADT volume data represents a worst- case scenario over the 2007 data. Accordingly, by failing to use the 2007 data as recommended by CALTRANS, the EIR fails to provide accurate and consistent information.

Alternatives

With regards to Response to Comment D-92-95, Response to Comment D-92 incorrectly restates the comment made. The Response also creates an entirely new project object of clustered development in a highly dense form without urban sprawl—this objective is *none* of the actual project objectives. Pursuant to the project objectives as written in the EIR, the reduced intensity alternative satisfies most project objectives and reduces project impacts. If any project is approved, the reduced intensity alternative is superior and less environmentally damaging when compared to the project as proposed.

Likewise, Response to Comment D-59 states that the reduced intensity alternative does not meet the objective to "Cluster industrial warehouse uses near efficient access points to the state highway system to reduce traffic congestion on surface streets and to reduce concomitant air pollutant emissions from vehicle sources…" because "reduced-intensity development patterns are in concepts diametrically opposite of the highly dense form of development patterns that are characteristic of clustered development." Again, this conclusory statement fails to apply the project objective above on its own. Would the reduced intensity alternative be near efficient access points? Yes. Are there many "clustered" warehouses including the reduced intensity form of this project near those points, or planned to be near those points? Yes. Nevertheless, a project alternative need only "feasibly obtain most of the basic objectives to the project" which this alternative plainly does. (State CEQA Guidelines § 15126.6) As this alternative is feasible, will significantly reduce project impacts, and will obtain most of the basic project objectives, it must be approved in lieu of the proposed project if approval is granted.

Desired Actions

For the above reasons and those previously submitted, we respectfully ask that you deny the project and deny certification of the FEIR.

Thank you for your consideration of the above comments.

Sincerely,

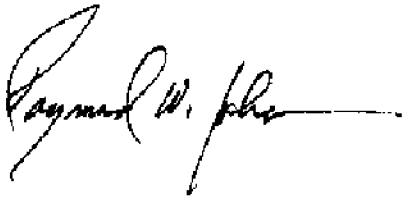

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Johnson & Sedlack, an Environmental Law firm representing plaintiff environmental groups in environmental law litigation, primarily CEQA.

City Planning:

Current Planning

- Two years principal planner, Lenexa, Kansas (consulting)
- Two and one half years principal planner, Lee's Summit, Missouri
- One year North Desert Regional Team, San Bernardino County
- Twenty-five years subdivision design: residential, commercial and industrial
- Twenty-five years as applicants representative in various jurisdictions in: Missouri, Texas, Florida, Georgia, Illinois, Wisconsin, Kansas and California
- Twelve years as applicants representative in the telecommunications field

General Plan

- Developed a policy oriented Comprehensive Plan for the City of Lenexa, Kansas.
- Updated Comprehensive Plan for the City of Lee's Summit, Missouri.
- Created innovative zoning ordinance for Lenexa, Kansas.
- Developed Draft Hillside Development Standards, San Bernardino County, CA.
- Developed Draft Grading Standards, San Bernardino County.
- Developed Draft Fiscal Impact Analysis, San Bernardino County

Environmental Analysis

- Two years, Environmental Team, San Bernardino County
  - Review and supervision of preparation of EIR's and joint EIR/EIS's
  - Preparation of Negative Declarations
  - Environmental review of proposed projects
- Eighteen years as an environmental consultant reviewing environmental documentation for plaintiffs in CEQA and NEPA litigation

Representation:

- Represented various clients in litigation primarily in the fields of Environmental and Election law. Clients include:

- Sierra Club
- San Bernardino Valley Audubon Society
- Sea & Sage Audubon Society
- San Bernardino County Audubon Society
- Center for Community Action and Environmental Justice
- Endangered Habitats League
- Rural Canyons Conservation Fund
- California Native Plant Society
- California Oak Foundation
- Citizens for Responsible Growth in San Marcos
- Union for a River Greenbelt Environment
- Citizens to Enforce CEQA
- Friends of Riverside's Hills
- De Luz 2000
- Save Walker Basin
- Elsinore Murrieta Anza Resource Conservation District

Education:

- B. A. Economics and Political Science, Kansas State University 1970
- Masters of Community and Regional Planning, Kansas State University, 1974
- Additional graduate studies in Economics at the University of Missouri at Kansas City
- J.D. University of La Verne. 1997 Member, Law Review, Deans List, Class Valedictorian, Member Law Review, Published, Journal of Juvenile Law

Professional Associations:

- Member, American Planning Association
- Member, American Institute of Certified Planners
- Member, Association of Environmental Professionals

Johnson & Sedlack, Attorneys at Law
26785 Camino Seco 12/97- Present
Temecula, CA 92590
(951) 506-9925

Principal in the environmental law firm of Johnson & Sedlack. Primary areas of practice are environmental and election law. Have provided representation to the Sierra Club, Audubon Society, AT&T Wireless, Endangered Habitats League, Center for Community Action and Environmental Justice, California Native Plant Society and numerous local environmental groups. Primary practice is writ of mandate under the California Environmental Quality Act.

Planning-Environmental Solutions
26785 Camino Seco 8/94- Present
Temecula, CA 92590
(909) 506-9825

Served as applicant's representative for planning issues to the telecommunications industry. Secured government entitlements for cell sites. Provided applicant's representative services to private developers of residential projects. Provided design services for private residential development projects. Provided project management of all technical consultants on private developments including traffic, geotechnical, survey, engineering, environmental, hydrogeological, hydrologic, landscape architectural, golf course design and fire consultants.

San Bernardino County Planning Department
Environmental Team 6/91-8/94
385 N. Arrowhead
San Bernardino, CA 92415
(909) 387-4099

Responsible for coordination of production of EIR's and joint EIR/EIS's for numerous projects in the county. Prepared environmental documents for numerous projects within the county. Prepared environmental determinations and environmental review for projects within the county.

San Bernardino County Planning Department
General Plan Team 6/91-6/92
385 N. Arrowhead
San Bernardino, CA 92415
(909) 387-4099

Created draft grading ordinance, hillside development standards, water efficient landscaping ordinance, multi-family development standards, revised planned development section and fiscal impact analysis. Completed land use plans and general plan amendment for approximately 250 square miles. Prepared proposal for specific plan for the Oak Hills community.

San Bernardino County Planning Department
North Desert Regional Planning Team
15505 Civic 6/90-6/91
Victorville, CA
(619) 243-8245

Worked on regional team. Reviewed general plan amendments, tentative tracts, parcel maps and conditional use permits. Prepared CEQA documents for projects.

Broadmoor Associates/Johnson Consulting
229 NW Blue Parkway
Lee's Summit, MO 64063
(816) 525-6640 2/86-6/90

Sold and leased commercial and industrial properties. Designed and developed an executive office park and an industrial park in Lee's Summit, Mo. Designed two additional industrial parks and residential subdivisions. Prepared study to determine target industries for the industrial parks. Prepared applications for tax increment

financing district and grants under Economic Development Action Grant program. Prepared input/output analysis of proposed race track Provided conceptual design of 800 acre mixed use development.

Shepherd Realty Co.
Lee's Summit, MO 6/84-2-86

Sold and leased commercial and industrial properties. Performed investment analysis on properties. Provided planning consulting in subdivision design and rezoning.

Contemporary Concepts Inc.
Lee's Summit, MO 9/78-5/84
Owner

Designed and developed residential subdivision in Lee's Summit, Mo. Supervised all construction trades involved in the development process and the building of homes.

Environmental Design Association
Lee's Summit, Mo.
Project Coordinator 6/77-9/78

Was responsible for site design and preliminary building design for retirement villages in Missouri, Texas and Florida. Was responsible for preparing feasibility studies of possible conversion projects. Was in charge of working with local governments on zoning issues and any problems that might arise with projects. Coordinated work of local architects on projects. Worked with marketing staff regarding design changes needed or contemplated.

City of Lee's Summit, MO
220 SW Main
Lee's Summit, MO 64063
Community Development Director 4/75-6/77

Supervised Community Development Dept. staff. Responsible for preparation of departmental budget and C.D.B.G. budget. Administered Community Development Block Grant program. Developed initial Downtown redevelopment plan with funding from block grant funds. Served as a member of the Lee's Summit Economic Development Committee and provided staff support to them. Prepared study of available industrial sites within the City of Lee's Summit. In charge of all planning and zoning matters for the city including comprehensive plan.

Howard Needles Tammen & Bergendoff
9200 Ward Parkway
Kansas City, MO 64114
(816) 333-4800 5/73-4/75
Economist/Planner

Responsible for conducting economic and planning studies for Public and private sector clients. Consulting City Planner for Lenexa, KS.

Conducted environmental impact study on maintaining varying channel depth of the Columbia River including an input/output analysis. Environmental impact studies of dredging the Mississippi River. Worked on the Johnson County Industrial Airport industrial park master plan including a study on the demand for industrial land and the development of target industries based upon location analysis. Worked on various airport master plans. Developed policy oriented comprehensive plan for the City of Lenexa, KS. Developed innovative zoning ordinance heavily dependent upon performance standards for the City of Lenexa, KS.

LSA

LSA ASSOCIATES, INC.
1500 IOWA AVENUE, SUITE 200
RIVERSIDE, CALIFORNIA 92507

951.781.9310 TEL
951.781.4277 FAX

BERKELEY
CARLSBAD
FORT COLLINS

FRESNO
IRVINE
PALM SPRINGS

PT. RICHMOND
ROCKLIN
SAN LUIS OBISPO
SOUTH SAN FRANCISCO

MEMORANDUM

DATE: September 10, 2012

TO: Jeffrey Bradshaw, Associate Planner

FROM: Ray Hussey, Project Manager

SUBJECT: VIP Moreno Valley Project EIR

In advance of the scheduled Planning Commission meeting on July 12, 2012 to consider certification of the EIR for the VIP Moreno Valley Project, two letters providing commentary on the Final EIR where submitted to the City. Attachments to this memo provide additional responses to each of the following letters:

- Sierra Club, July 11, 2012 (Letter A)
- Johnson & Sedlack, July 12, 2012 (Letter B)

As part of the responses to these additional letters received, the developer voluntarily agrees to implement the following measures on the project, if approved by the City Council:

1. *The developer voluntarily agrees to remove that language "encourage" from Mitigation Measure 4.2.6.1B. If approved by the City Council the mitigation measure would read as follows:*

4.3.6.1B Prior to the issuance of building permits, the project applicant shall provide evidence to the City of Moreno Valley that the following measures have been incorporated into the design and construction of the project:

- ~~Encourage~~ Use of locally produced and/or manufactured building materials for at least 10 percent of the construction materials used for the project.
- ~~Encourage~~ Use of "Green Building Materials," such as those materials that are resource efficient, and recycled and manufactured in an environmentally friendly way, for at least 10 percent of the project.
- Limit unnecessary idling of construction equipment. A reduction in equipment idling would reduce fuel consumption, and therefore, GHG emissions.
- Maximize the use of electricity from the power grid by replacing diesel- or gasoline-powered equipment where feasible. This would reduce GHG emissions because electricity can be produced more efficiently at centralized power plants.
- Design the project building to exceed the California Building Code's (CBC) 2008 Title 24 energy standard by 20%, including, but not limited to, any combination of the following:

- Increase insulation such that heat transfer and thermal bridging is minimized.
- Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption.
- Incorporate ENERGY STAR or better rated windows in the office area, space heating and cooling equipment, light fixtures, appliances, or other applicable electrical equipment.

- Provide a landscape and development plan for the project that takes advantage of shade, prevailing winds, and landscaping. The landscaping plan shall be prepared by a registered landscape architect who will ~~consider~~ include the following:
  - Plant at least 50 percent low-ozone forming potential (Low-OFP) trees and shrubs, preferably native, drought-resistant species, to meet city/county landscaping requirements.
  - Plant Low-OFP, native, drought-resistant, tree and shrub species, 20% in excess of that already required by city or county ordinance. Consider roadside, sidewalk, and driveway shading.
  - Install efficient lighting and lighting control systems. Use daylight as an integral part of the lighting systems in buildings.
- Install light-colored "cool" roof and cool pavements.
- Install energy-efficient heating and cooling systems, appliances and equipment, and control systems.
- Install solar or light-emitting diodes (LEDs) for outdoor lighting.
- Install electrical outlets on the exterior walls of the warehouse/office building (and perhaps parking lots) to promote the use of electric landscape maintenance equipment.

2. *The developer voluntarily agrees to use Tier III rather than Tier II construction equipment. If approved by the City Council, Mitigation Measure 4.2.6.1.C will read as follows:*

4.2.6.1C Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall utilize California Air Resources Board (CARB) Tier ~~II~~ III Certified equipment or better during the rough/mass grading phase for the following pieces of equipment: rubber-tired dozers and scrapers. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City.

3. *The developer voluntarily agrees to remove "during smog season" from Mitigation Measure 4.2.6.1.H. If approved by the City Council, the mitigation measure will read as follows:*

4.2.6.1H The contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper tune according to manufacturer's specifications ~~and during smog season (May through October)~~ by not allowing construction equipment to be left idling for more than five minutes (per California law).

4. *The developer voluntarily agrees to revise Mitigation Measure 4.2.6.1K. If approved by the City Council the mitigation measure would read as follows:*

4.2.6.1K Grading plans, construction specifications and bid documents shall also include the following requirements ~~notations:~~

- Off-road construction equipment shall utilize alternative fuels where feasible e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty;
- Gravel pads shall be provided at all access points to prevent tracking of mud onto public roads;
- Install and maintain trackout control devices at all access points where paved and unpaved access or travel routes intersect;
- The contractor or builder shall designate a person or person(s) to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust off site;
- The contractor or builder shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The contact person shall take corrective action within 24 hours;
- High pressure injectors shall be provided on diesel construction equipment where feasible;
- Engine size of construction equipment shall be limited to the minimum practical size;
- Substitute gasoline-powered for diesel-powered construction equipment where feasible;
- Use electric construction equipment where feasible;
- Install catalytic converters on gasoline-powered equipment where feasible;
- Ride-sharing program for the construction crew shall be encouraged and shall be supported by contractor(s) via incentives or other inducement;
- Documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs;

- Lunch vendor services shall be permitted on site during construction to minimize the need for offsite vehicle trips;
- All forklifts used during construction and in subsequent operation of the project shall be electric or natural gas powered.
- Suspend use of all construction equipment operations during second stage smog alerts.

5. *The developer voluntarily agrees to revise Mitigation Measure 4.2.6.1L to include a response by a liaison within one business day instead of two. If approved by the City Council the mitigation measure would read as follows:*

4.2.6.1L Throughout project construction, a construction relations officer/community liaison, appointed by the Applicant, shall be retained on-site. In coordination and cooperation with the City, the construction relations officer/community liaison shall respond to any concerns related to PM10 (fugitive dust) generation or other construction-related air quality issues within ~~2 days~~ one business day.

6. *The developer agrees to amend Mitigation Measure 4.2.6.1M if the City Council approves the modification as follows:*

4.2.6.1M ~~All project entrances shall be posted with signs which state:~~ The construction contractor shall require the following:

- Truck drivers shall turn off engines when not in use, and
- Diesel delivery trucks servicing the project shall not idle for more than three (3) minutes~~; and~~.

4.2.6.1M(1) All project entrances shall be posted with signs that include the requirements in Mitigation Measure 4.2.6.1M and the following:

- Telephone numbers of the building facilities manager and CARB, to report violations.

7. *The developer voluntarily agrees to implement the following measures that were included in the list under Mitigation Measure 4.2.6.3A to reduce mobile emissions:*

- Provide on-site bicycle storage/parking consistent with City of Moreno Valley requirements.
- Provide on-site showers (one for males and one for females). Provide lockers for employees.
- Provide preferential parking for carpools, vanpools or other alternative fuel vehicles. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to final site plan approval, delineate preferential parking for carpools and vanpools on the project site plan.
- Provide at least two electric vehicle charging stations. Locations and

configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, delineate stub outs for charging stations on the project building plans.

- Provision of preferential parking for EV and CNG vehicles.
- Provide a display case or kiosk displaying transportation information including the RTA bus schedule in a prominent area accessible to employees.

8. *The developer voluntarily agrees to eliminate "activities that would result in high noise levels to" from Mitigation Measure 4.4.6.1D. If approved by the City Council the mitigation measure would read as follows:*

4.4.6.1D During all project site construction activities, the construction contractor shall limit all construction-~~related activities that would result in high noise levels to~~ between the hours of 6:00 a.m. and 8:00 p.m. on weekdays and between the hours of 7:00 a.m. to 8:00 p.m. on weekends and holidays, unless written approval is obtained from the City Building Official or City Engineer. For grading activity, the hours are limited to between 7 am and 6 pm weekdays and 8 am to 4 pm on weekends and holidays.

Attachment A: Letter from Sierra Club, July 11, 2012 and Responses (Letter A)
Attachment B: Letter from Johnson & Sedlack, July 12, 2012 and Responses (Letter B)

Letter A

SAN GORGONIO CHAPTER

4079 Mission Inn Avenue
Riverside, CA 92501
(951) 684-6203 Fax (951) 684-6172
Membership/Outings (951) 686-6112

Regional Groups Serving Riverside and San Bernardino Counties:
Big Bear, Los Serranos, Mojave, Moreno Valley, Mountains, Tahquitz.

Moreno Valley Planning Commissioners, July 11, 2012

Re: VIP Final EIR

The Sierra Club appreciates this opportunity to express some additional concerns about the VIP warehouse Final EIR. When is this City going to require these projects to also write everything in Spanish to allow many who feel disenfranchised within our community to participate in the public review process? Based on our last census this needs to be done and this includes notices as well as holding meetings in which all feel they can participate in their language as is done with the MVUSD. (http://topics.nytimes.com/top/news/science/topics/globalwarming/index.html) provides several links as well as articles of which are now all part of the public record and shows we are all responsible for this last year of record heat in the US. This is even more true for decision makers like yourselves which approve projects that you know will have a detrimental impact on our region and the climate. The other thing I wish Moreno Valley decision makers would realize is that warehouse jobs or any jobs within 1,500 feet of warehousing is going to jeopardize the health of the worker. You might be better to encourage a family member to begin smoking than to begin breathing in toxic diesel truck emissions for 8 hours each day as a warehouse worker. The City should make a condition of approval that all employees of the VIP warehouse sign a letter-- written in English/Spanish-- warning them of the potential health hazards of working so near toxic diesel pollution. 1 2 3

You should require all warehouses to have their roofs covered with solar and at the very least built to a standard which would support future installation of solar panels. Allowing projects to simply say they will purchase renewable energy is not being a responsible decision maker. They are beginning to cover important areas of our desert with industrial solar farms and transmission lines because we are not requiring 4

warehouses to install these panels. They could supply more energy than they need and sell it back to Edison for a profit. 4

The Sierra Club does not believe Greenhouse Gas emissions and Climate Change have been reduced to "less than significnt".(p159) This is especially true because of all the "Encourage the use" phrases used throughout this section as well as "who will consider the following" and "where feasible". These and other less than genuine phrases used throughout the VIP Final EIR try to give the impression that they are going to do something, but in reality there are no teeth in these phrases to require anything. 5

The City of Moreno Valley needs to replace the phrase of exceeding "the 2008 California Building Codes (CBC) Title 24 energy standard" with exceeding the "current" California Building Codes Title 24 energy standards "at time of construction". The 2010 edition of the California Building Standard Code (Title 24) became effective January 1, 2011. The three year cycle of California building efficency Standards have already gone through public hearings in the firs half of 2012 and we will soon have the 2013 California Building Energy Efficency Standards. These are the standards in which they need to exceed by 20% and not those which will be four or fiv years old at the time of construction. Have you ever checked with our city to see who has the expertise to validate that these standards have been exceeded by 20% and checked their efforts on previous projects. 6 7

The Planning Commission needs to read or hopefully reread the concerns and suggestions in the letters submitted by Ray Johnson and George Hague to the VIP's Draft EIR. Then require more of their suggestions of this massive warehouse project to help reduce the environmental and health impacts on Moreno Valley as well as the region. Suggestion like requiring Tier III construction equipment instead of Tier II as this developer wishes to use. It is time this city works to protect the air quality we all breath and of which we have no choice. Smart Way carriers of 1.25 needs to be the goal of 90% for long haul trips carried by Smart Way if this project is serious about reducing its environmental impacts instead of the lower 1.00. 8 9

The Justin Adam Ag report fails to analyze the impacts of losing Ag lands on Raptor foraging. We live in a world renown valley for its 25 species of raptors. Every time we lose lands like these we impact these special 10

animals. His report also failed to analyze the impacts of importing foods on Green House Gas, Global Warming and Air Quality instead of us buying locally raised crops. The loss of these Prime farmlands must be mitigated as should the other important farmlands. James Adams Ag report does point out that occupations in the Agricultural areas in the Inland Empire ranks fith out of seven categories for the number of workers employed (Figure 4.6). It therefore is still an important area of employment. It always bother me when studies present graphs like those in fiure 4.5 which may have correct information, but uses the bar graph to distort the significnce of 15,000 acre feet. 10

The Sierra Club believes significntly more needs to be required of this project to make it have less of an impact on both the environment and health of those in the Moreno Valley region. The direct, indirect and cumulative impacts can be further reduced with the proper conditions of approval. Even the County of Riverside would require this project to build a Silver LEED certifid building. When is the City of Moreno Valley going to rise to the needs of its residents. Last Fall the City of Riverside approved a warehouse with a Gold LEED certifid building only a few miles from this site along Alessandro Blvd. 11

Please keep the Sierra Club informed of all future meetings and documents related to the VIP Moreno Valley warehouse project by emailing me at the address which sent you this letter and/or mailing me at the address below. 12

Thank you,

George Hague
Sierra Club
Moreno Valley Group
Conservation Chair

26711 Ironwood Ave
Moreno Valley, CA 92555

Response to Letter A
Sierra Club
Dated July 11, 2012

Response to Comment A-1. The commentor is correct in stating that a large segment of the population of Moreno Valley is Hispanic or Latino. However, because a person is Hispanic or Latino does not automatically mean that they only speak Spanish. There is no legal requirement to translate the environmental documents or the notices into other languages. It is not the policy of the City to require project applicants to incur the added expense of having project environmental documents or public notices translated into Spanish. The City is also not required to incur the expense of providing a Spanish translator at public meetings. The commenter is free to provide a Spanish translator at its costs.

Response to Comment A-2. The document that appears at the referenced hyperlink has been modified since the submission of the July 11, 2012 and is no longer in the form that it was when this letter was submitted. Therefore, it is not part of the Administrative Record. The Draft and Final EIR analyzes the effects of the project on greenhouse gas emissions and global climate change (Section 4.3 of the Draft EIR and responses to Letters D and E in the Final EIR). The City is addressing the effects of the proposed project on greenhouse gas emissions and global climate change and has provided mitigation measures to reduce the effects of the proposed project to the extent feasible. Please refer to the Final EIR Responses to Comments D-8, D-21, D-34 (table with mitigation measures related to air quality and greenhouse gas emissions), D-35, D-45 (table with mitigation measures related to air quality and greenhouse gas emissions), D-55, D-56, E-2, E-3, E-4, E-6, E-9, E-16, E-23 – E-38, E-42 – E-47, E-51 (table with mitigation measures related to air quality and greenhouse gas emissions), and E-54.

Response to Comment A-3. The issue of the health of the workers was responded to in Response to Comment E-15 in the Final EIR (page 116). A *Health Risk Assessment (HRA) VIP Moreno Valley*, LSA Associates, Inc., March 2012 was prepared for the proposed project and included in Appendix D-2 to the Draft EIR. The HRA examined the short-term and long-term potential health effects from project-related emissions of toxic air pollutants (TAP) in the exhaust of diesel-powered delivery trucks on existing surrounding sensitive receptors, including single- and multifamily residences. The California Air Resources Board (CARB) defines "sensitive" land uses, as homes, medical facilities, daycare centers, schools, and playgrounds. Onsite workers will be protected by the requirements established by the Occupational Safety and Health Administration (OSHA) and are not considered sensitive receptors in accordance to the (CARB).. Disclosures that must be made to workers are governed by state law and state regulations. Such notices and disclosure are a matter of statewide concern, and it is not appropriate for individual local agencies to attempt to override those state requirements or to adopt regulations that differ or conflict with the state rules and regulations. Therefore, it is not necessary for the City to put a condition of approval on the project to require VIP to have the employees sign a letter warning them of the potential health hazards of working in the vicinity of diesel pollution.

Response to Comment A-4. In Response to Comment D-45 the following mitigation measure was added to the Final EIR Errata (page 153) for Mitigation Measure (MM) 4.2.6.3A that requires solar panels or other source of renewable energy source on-site as one tool the developer may use to reduce energy use onsite (*Note: What is being shown is a portion of MM 4.2.6.3A and not the entire measure):*

4.2.6.3A Prior to issuance of the first building permit, building and site plan designs shall ensure that the project's energy efficiencies surpass applicable 2008 California Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City. Any combination of the following design features may be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent:

- "Install a photovoltaic array (solar panels) or other source of renewable energy generation on-site, or otherwise acquire energy from the local utility that has been generated by renewable resources, to meet the project's office electricity needs."

In addition during the Planning Commission public hearing on July 12, 2012, the hearing the commenter did not attend, the developer agreed to build the roof of the building to support future solar panels and the Planning Commission added this as a condition of approval.

It is not true that the developer can sell energy back to Edison for a profit. Edison has met its obligation to produce electricity from clean sources and has now suspended the program where a commercial or industrial building can sell energy back to Edison from a clean source such as solar.

Response to Comment A-5. As discussed in the Draft EIR, Section 4.3.6.1 Greenhouse Gas Emissions and Climate Change, page 4.3-26 and Response to Comment D-8, "project-related GHG emissions and their contribution to global climate change impacts in the State are less than significant on a project specific basis because: (1) the project's impacts alone would not cause or significantly contribute to global climate change, and (2) the project has no substantial effect on consumption of fuels or other energy resources, especially fossil fuels that contribute to GHG emissions when consumed. However, project-related GHG emissions and their contribution to global climate change impacts are considered to be cumulatively considerable." The project by itself would not cause climate change to occur. However, in the cumulative context, it would be cumulatively significant after mitigation.

Moreover, there were additional changes made to MM 4.2.6.3A as indicated in Response to Comment A-4 above and during the Planning Commission public hearing on July 12, 2012, the developer agreed to build the project to LEED Silver and to build the roof to support future solar panels to further reduce the significant effects of greenhouse gas emissions. In addition, Response to Comments D-34, D-45, and E-51 provides an explanation to the suggested mitigation measures from Johnson and Sedlack and Sierra Club as to whether the suggested mitigation is feasible, is already incorporated in the mitigation measures or has been included in the Final EIR and adopted by the Planning Commission on July 12, 2012. The commenter fails to provide any additional feasible mitigation measures that could reduce the project's cumulative impact on greenhouse gas emissions to less than significant.

The phases "encourage" and "where feasible" are found in MM 4.2.6.1B and MM 4.2.6.1K. The developer does not agree to remove the "where feasible" from MM 4.2.6.1B and MM 4.2.6.1K but does voluntarily agree to remove the "encourage" language so MM 4.2.6.1B. If the City Council agrees MM 4.3.6.1B would read as follows:

4.3.6.1B Prior to the issuance of building permits, the project applicant shall provide evidence to the City of Moreno Valley that the following measures have been be incorporated into the design and construction of the project:

- ~~Encourage~~ Use of locally produced and/or manufactured building materials for at least 10 percent of the construction materials used for the project.
- ~~Encourage~~ Use of "Green Building Materials," such as those materials that are resource efficient, and recycled and manufactured in an environmentally friendly way, for at least 10 percent of the project.
- Limit unnecessary idling of construction equipment. A reduction in equipment idling would reduce fuel consumption, and therefore, GHG emissions.
- Maximize the use of electricity from the power grid by replacing diesel- or gasoline-powered equipment where feasible. This would reduce GHG emissions because electricity can be produced more efficiently at centralized power plants.
- Design the project building to exceed the California Building Code's (CBC) 2008 Title 24 energy standard by 20%, including, but not limited to, any combination of the following:
  - Increase insulation such that heat transfer and thermal bridging is minimized.

- Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption.
- Incorporate ENERGY STAR or better rated windows in the office area, space heating and cooling equipment, light fixtures, appliances, or other applicable electrical equipment.

- Provide a landscape and development plan for the project that takes advantage of shade, prevailing winds, and landscaping. The landscaping plan shall be prepared by a registered landscape architect who will consider the following:
  - Plant at least 50 percent low-ozone forming potential (Low-OFP) trees and shrubs, preferably native, drought-resistant species, to meet city/county landscaping requirements.
  - Plant Low-OFP, native, drought-resistant, tree and shrub species, 20% in excess of that already required by city or county ordinance. Consider roadside, sidewalk, and driveway shading.
- Install efficient lighting and lighting control systems. Use daylight as an integral part of the lighting systems in buildings.
- Install light-colored "cool" roof and cool pavements.
- Install energy-efficient heating and cooling systems, appliances and equipment, and control systems.
- Install solar or light-emitting diodes (LEDs) for outdoor lighting.
- Install electrical outlets on the exterior walls of the warehouse/office building (and perhaps parking lots) to promote the use of electric landscape maintenance equipment.

Response to Comment A-6. MM 4.2.6.3A in the Draft EIR prescribes a performance standard requiring a 20% improvement in energy efficiency over and above the 2008 California Building Code (CBC) for the building and lists design tools and features that can be included in the building's design to obtain this improvement in energy efficiency[1]. California's building codes on energy efficiency are approximately 50% more efficient than the national average. California's building efficiency standards are updated on an approximately three-year cycle. The most recent (2010) update increased energy efficiency standards in residential buildings by 20% compared to the 2008 standards[2]. The 2010 CBC did not change energy efficiencies for nonresidential buildings so the 2008 CBC energy standards are still in effect. New 2013 energy standards have been adopted by the State which will be effective on January 1, 2014 that would require that commercial/industrial buildings achieve a percentage of over 20% above the 2008 Title 24 standard for nonresidential construction. Through the adoption of MM 4.2.6.3A, this project is required to meet 2014 requirements now and not wait until 2014. MM 4.2.6.3A adopted by the Planning Commission reads as follows: *"Any combination of the following design features may be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent."* With implementation of this measure, the building will meet the 20% performance standard which will render greenhouse gas emissions impacts to a less than significant level on a project-specific basis.

Response to Comment A-7. The Planning Department will coordinate with the Building Department for the enforcement of this measure. The Building Department has retained an expert on energy efficiency and CBC Title 24 through a services contract. That expert will be responsible for performing the technical review the developer's energy efficiency plans to ensure the 20% reduction is achieved.

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1 http://www.energy.ca.gov/title24/2013standards/ accessed August 30, 2012.

2 http://www.calchamber.com/GovernmentRelations/IssueReports/Documents/2012-Reports/GreenBuilding_2012.pdf, accessed August 30, 2012.

Response to Comment A-8. The Planning Commission was provided the responses to all comments made on the Draft EIR for their consideration prior to the Planning Commission public hearing on July 12, 2012. The Planning Commission also considered the mitigation measures that were suggested by Johnson and Sedlack and Sierra Club in comments D-34, D-45, and E-51. In adopted Planning Commission Resolution Nos. 2012-16 and 2012-17, the members of the Planning Commission confirmed that they had read and considered the comments on the Draft EIR and the responses thereto, and also confirmed that the FEIR reflected their independent judgment. Reasons for incorporating or not incorporating the suggested mitigation measures were provided in Response to Comments D-34, D-45, and E-51 in the Final EIR. All feasible mitigation measures are in the Mitigation Monitoring and Reporting Plan provided in Section 4.0 in the Final EIR and a revised version was provided to the Planning Commission before their hearing on July 12, 2012. The revised version along with the agreement by the developer to build the roof to hold solar panels and to design the building to achieve LEED Silver are also included in the Conditions of Approval from the July 12, 2012 meeting.

As indicated in Response to Comment D-36, Draft EIR Section 4.2 Air Quality indicated the analysis of construction shows that there will be exceedances of ROG, NO_X and PM_{10}. Tier III applies to equipment produced from 2006 to 2008. As of 2012, equipment produced since 2006 are becoming more readily available. Tier II specifications result in a substantial reduction in PM_{10} and $PM_{2.5}$ (62.5% to 72.5%, depending on horsepower) over Tier I equipment, which is the basis of the mitigation measure. Tier III specifications are identical to Tier II for PM_{10} and $PM_{2.5}$, thus requiring this more stringent mitigation would have no benefit to the reduction in PM_{10} and $PM_{2.5}$ and was not required. However, the developer voluntarily agrees to use Tier III instead of Tier II construction equipment.

Response to Comment A-9. The EPA's Smartway Transport Partner program previously calculated a fleet composite score that in turn was translated into a Shipper Index Factor (SIF). The previous rating of 1.0 SIF was considered "very good," with 0.75 considered "average." Although the program is changing the way in which the ratings are calculated, the previous rating system will be translated to the new system should the proposed project select to implement the SmartWay 1.0 provisions contained in Mitigation Measure 4.2.6.3A. If so, then the project's truck fleet emissions will be improved to a "very good" rating level, which would be a demonstrable improvement over existing (or average) fleet emissions levels.

Response to Comment A-10. The Justin Adam of Chang & Adams Consulting report (Appendix C of the Final EIR) was not intended to analyze how the loss of agricultural land effects raptor foraging. Nor was the report intended to study the effects of importing food on greenhouse gas emission, global climate change, and air quality. The project site was a sod farm prior to August 2005 and has not been farmed since. The fact that the site was taken out of sod production seven years ago did not affect food production in the area. The report assessed the economic and market trends affecting agriculture in the western Inland Empire. The proposed project will have no impact on the number of agricultural workers who are employed in the area since no such workers are employed on this site. Nor are there any agricultural sites that will likely be converted to non-agricultural uses as a result of this project. The commenter states the graph (Figure 4.5) in the report distorts the significance of the 15,000 acre feet. This is incorrect. [Insert explanation of how there is no distortion in the graph.].

Moreover, the City has anticipated the conversion of agricultural land within the City and does not set aside land for permanent preservation. The City expects that the majority of the land within the City will be converted to urban uses, although some agriculture will continue as interim uses, as allowed by the City's Development Code for all zoning categories. The City of Moreno Valley has determined that steps to preserve agricultural land are economically infeasible based on the higher costs associated with land, water and labor, increased environmental regulation, and competition from neighboring regions where agricultural operations are less costly. All of these factors result in an inability to make farming profitable. Furthermore, reestablishing agricultural uses at this site would be contrary to the City's vision (as stated in its General Plan) for the project site.

In regards to raptor forging habitat, that is a biological resources topic not an agricultural topic. The Initial Study (Appendix A to the Draft EIR) contained a Biological Habitat Assessment prepared by Ecological Sciences (August 1, 2010) page 17 of that report states "*In summary, the existing degraded condition of*

the site is the direct consequence of recurring anthropocentric disturbances (agriculture/adjacent construction) that has resulted in low biological diversity (e.g., dominance of non-native species), absence of special-status plant communities, and overall low potential for special-status species to utilize or reside within areas proposed for direct impacts. The loss of currently degraded agricultural habitats would not be expected to substantially affect special-status resources, jeopardize the continued existence of listed species (or special-status species), nor directly impact designated critical habitat (e.g., recent stockpiling activities). Site development would also not be expected to substantially alter the diversity of plants or wildlife in the area or cause a population of plant or wildlife species to drop below self-sustaining levels because of current degraded site conditions." In addition, as stated above, the project site has not been farmed since August 2005 (Draft EIR page 4.1-10).

Response to Comment A-11. It is the commenter's opinion that the City needs to require "significantly more" of the project to have a less of an impact on the environment and health of those within the Moreno Valley region. The Draft and Final EIR analysis the effects of the proposed project on the physical changes to the environment and mitigates to the extent feasible the significant effects of the proposed project on biological resources, cultural resources, geology and soils, greenhouse gas emissions, hydrology and water quality, noise, transportation. The projects effects on the conversion of State Designated Farmland, the cumulative effect of the conversion of agricultural lands to non-agricultural uses, short-term construction and long-term operational air quality impacts, cumulative greenhouse gas emissions, and transportation existing year 2007 and opening year 2013 effects were all determined and to be significant and unavoidable after the implementation of feasible mitigation measures. The Planning Commission in its public hearing on July 12, 2012 adopted a statement of overriding considerations that make findings that the specific economic, legal, social technological, or other considerations, outweigh the significant unavoidable effects of the proposed project.

The commenter suggests that the project should be required to obtain a LEED Gold rating as a form of mitigation of significant impacts associated with air pollution and greenhouse gas emissions impacts. The commenter is correct in stating there is a warehouse in the City of Riverside that is required to be built per LEED Gold standards. In a settlement agreement between conservation groups and the developer of the Alessandro Business Center project (industrial warehouse project) in the City of Riverside the building will be LEED Gold certified.[3] During the Planning Commission public hearing on July 12, 2012, the developer agreed to build the project to the LEED Silver standards. Many green, energy-saving, sustainable upgrades required to achieve this standard have been added to the project including cool roofing, increased insulation, high-efficiency mechanical systems, low-consumption plumbing fixtures, concrete paving in lieu of asphalt, enhanced landscape/irrigation systems, stormwater filtration systems, LEED monitoring, commissioning, fees and processing costs. The inclusion of these features will result in approximately 55 points required to achieve the LEED silver award of 51 points minimum. The cost to design, construct and administrate the work to meet this standard will exceed $1,250,000 for this project. Adding further features in attempt to receive LEED Gold certification would result in a significant increase in the design and construction cost of the project. These additional costs would be passed onto the ultimate tenant or purchaser of the project resulting in a less competitive and economically-viable project. Therefore, the specific green building features that are part of the LEED rating equation will be incorporated to reduce air pollution and greenhouse gas emissions impacts by minimizing and reducing the quantity of emissions.

Response to Comment A-12. The City has included the Sierra Club on its mailing list for all future notices and documents regarding this project.

[3] http://www.biologicaldiversity.org/news/press_releases/2011/allesandro-09-20-2011.html, accessed September 5, 2012.

Letter B

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July 12, 2012

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VIA FACSIMILE AND US MAIL

RE: Vogel Industrial Park (VIP) Moreno Valley Project: July 12, 2012 Public Hearing Item 1, P11-090, PA09-0004, and PA09-0022, TPM 36162

Greetings Planning Commissioners:

On behalf of the Sierra Club, Moreno Valley Group, and Residents for a Liveable Moreno Valley we hereby submit these comments on the VIP Moreno Valley Project, Plot Plan and Tentative Parcel Map for development of a 1.6 million square foot warehouse facility on 80 acres. (PA09-0004, PA09-0012, TPM No. 36162) Johnson & Sedlack hereby incorporates all comments previously submitted on behalf of Sierra Club and Residents for a Liveable Moreno Valley concerning this project. 1

We respectfully ask that you disapprove this project. As discussed in the comment letter submitted June 1, 2012, the EIR is inadequate as it fails to comply with the requirements of CEQA by inadequately analyzing impacts pertaining to, at least, air quality, aesthetics, biology, cultural resources, geology, hydrology, GHGs, and transportation, among others. The EIR fails to adopt all feasible mitigation measures and ensure that mitigation measures are fully enforceable through permit conditions, agreements, and/or othe legally biding instruments. (State CEQA Guidelines § 15126.4(a)(2)). Despite extensive commentatry that not all feasible mitigation was adopted and that mitigation was vague, uncertain, and unenforceable, the FEIR fails to make needed changes to these measures. 2

The Final EIR (FEIR) fails to make ***any*** substantive changes despite extensive commentary received that, at least, several of the studies in the Draft EIR (DEIR) were outdated or inadequate. Additionally, the FEIR, Mitigation Monitoring and Reporting Program, Resolutions (including Mitigation Monitoring Program and Conditions of Approval) before the Planning Commission do not accurately reflect the alleged changes in wording of mitigation measures as stated in the Responses to Comments. The conclusions and findings expressed in the FEIR made 3

based upon the assumption that these changes are incorporated are therefore wrong and not based on the project. Should the Planning Commission determine to approve the project in spite of these extensive comments in opposition to the project and detailing deficiencies with the EIR, it is inappropriate to approve the project so where the FEIR does not accurately discuss, evaluate, and mitigate the project as it is presented for approval. 3

Having failed to make any substantive or substantial changes in the FEIR, the comments previously submitted by all commenters remain valid and the FEIR continues to fail as an informational document and fails to inform the public and decisionmakers of the real impacts of this project. The Final EIR is also very conclusory and fails to provide the analysis and examination required by CEQA to inform the public and decision makers of the analytical pathway taken from facts to conclusions. The Responses to Comments also often allege facts which are not supported by any evidence in the record. Generally, the findings are not supported by substantial evidence in the record and, as stated above, are not based on the project and mitigation measures as being submitted for consideration before this commission. 4

CEQA also requires that where feasible mitigation exists which can substantially lessen the environmental impacts of a project, **all feasible mitigation** must be adopted. This project's Mitigation Monitoring and Reporting Program lists many feasible mitigation measures but fails to require the implementation of these measures or drafts such mitigation in an utterly unenforceable manner. This is unacceptable and misleading to the public and decisionmakers as to the extent of mitigation required of this project. 5

This project fails to make adequate findings, *based on substantial evidence* that the environmentally superior alternative is infeasible. In fact, the environmentally superior alternative satisfies most, if not all project objectives and significant reduces project impacts, particularly with regards to air quality in an area known to have some of the worst air quality in the nation. At the least, the environmentally superior alternative must be implemented in lieu of the project. 6

Findings

The findings required under CEQA cannot be made with respect to this project. Not all significant effects of the project have been eliminated or substantially lessened. 7

Statement of Overriding Considerations

CEQA Guidelines § 15093 (b) provides that when the agency approves a project which will result in the occurrence of significant effects which are identified in the final EIR, but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action based on the final EIR and/or other information in the record. The decision to approve a project in spite of significant environment impacts requires the decision-making agency to balance the economic, legal, social, technological, or other benefits of a proposed project against its unavoidable environmental risks. (Guidelines § 15093(a).) However, the Statement of 8

Overriding Considerations ("SOC") shall be supported by **substantial evidence** in the record. (Id.) In *Sierra Club v. Contra Costa County* (1992) 10 Cal.App.4th 1212, 1222, the court said: "Whereas the [mitigation and feasibility] findings … typically focus on the feasibility of specific proposed alternatives and mitigation measures, the statement of overriding considerations focuses on the larger, more general reasons for approving the project, such as the need to create new jobs, provide housing, generate taxes, and the like." 8

Substantial evidence in the record does not support the adoption of a statement of overriding considerations given the immense environmental harm expected with the project balanced with minimal economic benefits. The EIR finds that the project would, "add jobs resulting from the development of the industrial uses to the City, with the potential to minimize the VMT traveled within the project site and community." This potential is countered by recent industrial/ distribution projects within Moreno Valley which have utterly failed to create the promised jobs. On the other hand, this project will have massive and detrimental impacts to, *at least*, air quality, traffic, agriculture, and greenhouse gas emissions. These enormous detriments cannot be outweighed by the promise of jobs which are uncertain, unlikely, and few. A Statement of Overriding Considerations is not supported for this project.

Cumulative Impacts

Response to Comment E-10 acknowledged that the World Logistics Project was only considered in determining certain cumulative impacts, not all cumulative impacts. Those impacts which for which the World Logistics Project was apparently not considered include, but are not limited to: traffic off of the highway mainline, noise, aesthetics, biology, and hydrology/water quality, among others. The EIR fails as an informational document by failing to consider cumulative impacts from the World Logistics Project in each of these areas of the EIR. 9

Aesthetics

The project improperly segments approvals by failing to consider potential environmental impacts from the project's signs in the EIR. Instead, the staff report states that, "signs will be reviewed and approved under (sic) separate administrative permit." (*See also,* Condition of Approval P20 for PA 09-0004) Hence, by failing to consider the whole of the project including signage, the EIR fails to comply with CEQA. 10

In prior comments, we noted that the EIR fails to discuss lighting impacts on nighttime views. In the response to comments, the FEIR still fails to respond to or discuss this potential effect, instead re-stating the conclusions of the Draft EIR. 11

Agricultural Resources

The Response to Comments states that the purchase of agricultural conservation easements is economically infeasible on the basis that the "General Plan does not include any agricultural designations; therefore mitigation for the loss of [it] is not required" and because it would not replace or provide new farmland. This does not demonstrate economic infeasibility of this mitigation measure. 12

Comments E-7 and E-8 recommend mitigation for agricultural impacts in the form of donating to the Riverside Land Conservancy or San Jacinto Basin Resource Conservation District. The responses to these comments does not find such mitigation to be infeasible but instead generally fins other mitigation measures not recommended by the commenter to be infeasible. As the EIR does not find these measures specifically to be infeasible, the measures must be deemed feasible and incorporated as mitigation for the project's significant agricultural impacts. Furthermore, the responses to the comments were unresponsive to the comments made. 12

Air Quality

The project will result in extensive and unavoidable impacts to air quality during construction and operation. 13

The Final EIR states that many of the mitigation measures recommended by Johnson & Sedlack in its previous comments are "included" or have been "incorporated" into the mitigation required of the project in the EIR. First, these measures are not enforceable or required of the project. Instead, they are to be *considered*, *written on signs,* or listed as one of several alternatives that may or may not even relate to the actual mitigation required of the project. The FEIR therefore fails as an informational document by misleading the public and decision-makers as to the extent of mitigation incorporated into the project. The FEIR also fails by failing to incorporate all feasible mitigation and/or failing to find such measures to be infeasible. Some examples of these instances, though not all by far, are listed below. 14

Furthermore, the mitigation measures stated to be added or changed in the FEIR have not all been so amended in the FEIR, Resolutions, or Mitigation Monitoring and Reporting Program, for the project. The FEIR does not accurately reflect project impacts if these Resolutions are passed approving the project where they do not represent the project as evaluated in the FEIR. 15

Mitigation measure 4.2.6.1D regarding cessation of all clearing, grading, earthmoving, or excavation activities states that verification will only occur during grading. Verification should occur during grading and construction. 16

Mitigation measure 4.2.6.1H states that the contractor shall *during smog season* not allow construction equipment to be left idling for more than five minutes. The EIR fails to show that it is infeasible to so limit idling year round, particularly where existing air quality in the project vicinity generally exceeds state and federal air quality standards for Ozone, Coarse Particulate Matter (PM10), and Fine Particulate Matter (PM2.5). Not all feasible mitigation has been required to reduce air quality impacts. 17

MM 4.2.6.1K does not require any mitigation, only that "construction specifications and bid documents" include "notations." The statements in the Response to Comments at pages 63-69 that measures are already included within this mitigation measures are therefore false as such measures are not required to be applied to/ incorporated into project construction and are unenforceable, contrary to the statement at Response to Comment D-37. 18

MM 4.2.6.1L does not provide any requirement for the community liaison to respond promptly or in a timely manner. This must be required to ensure that construction related air quality issues are timely resolved. 19

Mitigation Measure 4.2.6.1M only requires the posting of signs but does not require compliance with the measures delineated on the signs. The measure is illusory. Recommended mitigation measure 24, at FEIR response to comments page 66, is not included in the EIR or mitigation required of this project. 20

MM 4.2.6.1R states that measures "should" be taken. Such language makes the measure unenforceable, and the mandatory "shall" must replace "should" in this measure. 21

MM 4.2.6.3A lists many feasible mitigation measures but fails to *require* the implementation of those measures or find that requiring the implementation of each of the listed measures is infeasible. Instead, the measure requires only that the project exceed Title 24 requirements by 20%. Many of the listed alternatives would not even be used in determining Title 24 compliance, as they relate to mobile emissions and not building emissions, and are therefore illusory mitigation. By failing to require all feasible mitigation and failing to accurately detail the mitigation required of the project, the EIR fails. The FEIR, Mitigation Monitoring and Reporting Program detailed in the FEIR, and the Resolutions also fail to make the changes stated to be made to this mitigation measure in the response to comments. The Statement "Any combination of design features including but not limited to the following list may be used…" has not been replaces as stated in the FEIR and responses to comments. The EIR fails as an informational document by claiming to have made these changes where, in fact, they have not been made. 22

The response to comments at p. 64-65, concerning the recommended mitigation measure 13, fails to provide evidence supporting a finding of infeasibility for limiting the simultaneous disturbance of the site to 5 acres per day. The threshold of significance for emissions from grading including dust and vehicular emissions are measured based on lbs/day, so while emissions may not necessarily be reduced, they may in fact be reduced *below a level of significance* by prolonging the grading period. These numerical thresholds do not account of whether there are "sensitive receptors located in close proximity to the project site that would be affected by the dust" as air quality impacts effect more than just nearby residences. The FEIR fails by not incorporating this feasible mitigation measures where it may significantly reduce or avoid some construction air quality impacts based on the thresholds adopted for determining the significance of such impacts. 23

Recommended mitigation measure 23, at page 66 of the FEIR is not included as stated. The project rather only requires that CARB certified Tier II or better equipment be utilized "where feasible" not that only CARB certified equipment be used for construction activities. The FEIR thus falsely states that this recommendation is included in the project. 24

The Response to comments states that the project has the potential to reduce VMT. An EIR, however, is intended to evaluate a worst cast, not a best case, scenario of project effects. Regardless of potential reductions which are "virtually impossible to calculate." 25

As stated in Response to Comment D-38, **mobile source emissions exceed the threshold of significance by up to 1,700%,** yet the EIR makes only a miniscule attempt at mitigation that is almost entirely directed at reducing emissions from the building/stationary sources. 26

The changes stated to be made in the response to comment section of the FEIR, such as the change stated at Response to Comment D-38, D-39, D-42, D-43, etc. concerning Mitigation Measure 4.2.6.3A has not been incorporated into the Mitigation Monitoring Plan of the Resolution being presented to the City. The FEIR therefore fails as an informational document by stating that changes have been made to the project but failing to actually making those changes. 27

Response to Comment D-39 is unresponsive to the comment made. The comment noted that the incorporation of measures related to mobile emissions will not aid in reduction of emissions 20% below Title 24 standards, and are therefore illusory measures that will not be used and will not achieve the stated result. The response that the City has no control over vehicle emissions does not respond to this comment made. 28

Response to Comment D-45 still does not respond to or make the changes requested in Johnson & Sedlack's previous letter that each of the measures listed at MM 4.2.6.3A be specifically required for the project, but only that the project demonstrate that Title 24 Energy Efficiency Standards be exceeded by a minimum of 20%. It is false to state that the suggested mitigation measures at Response to Comment D-45 are included as mitigation where they are not actually and specifically required for the project. Many, as commented at D-45, are not even alternatives that may be used to meet or exceed Title 24 standards. 29

Response to Comment D-45 also states that recommended mitigation 22-23 have been incorporated, but not so. MM 4.3.6.1B requires only that, "The landscaping plan shall be prepared by a registered landscape architect who will *consider*" the recommended mitigation, not that the measures actually be required of and incorporated into the project. MM 4.3.6.1B is vague and unenforceable, and the FEIR is deceiving by stating that these measures have been incorporated into the project. 30

Response to Comment E-4 states that building the roof to accommodate solar panels has been required as project mitigation. Not so, as MM 4.2.6.3A only requires that the project surpass 2008 Title 24 standards by 20% however achieved. The mitigation has not been incorporated in a manner that ensures that it is fully enforceable and will actually be implemented as a condition of development as required by CEQA. Comment E-5 notes that this "cafeteria list of mitigations" shows that more can be done to mitigate for project impacts to air quality. The response to Comment E-5 does not respond to the comment made. 31

Response to Comment E-6 does not respond to the comment made and does not find infeasible the suggested mitigation to require 90% of off-road construction equipment to meet Tier III standards. This mitigation must be incorporated as it is not determined by the FEIR to be infeasible. 32

Response to Comment E-16 states that the mitigation suggested is required. Again, this is false and mitigation measure 4.2.6.1K requires only that "notations" be made in documents, and 4.2.6.3A requires only that the project exceed Title 24 by 20%. 33

Biological Impacts

Response to Comment E-21 is unresponsive to the comment made and does not state whether the site will or will not be disked prior to the burrowing owl surveys. 34

Cultural Resources

Response to Comment D-49 is unresponsive to the comment made. Johnson & Sedlack asked over what portion of the project site reaching the maximum excavation depth would result in no further monitoring? 100% of the project site? Or only 1% of the project site? If no fossils are found upon reaching maximum excavation depth over only a small portion of the project site and monitoring is then discontinued, it is possible or even likely that fossils may still be found and harmed across the remainder of the project site at less than the maximum excavation depth. MM Cul-1 is vague in this way. The measure must clarify that monitoring may be discontinued only once the maximum excavation depth is reached in 100% of the area to be excavated across the project site. Cul-1 remains unaltered in the Mitigation Monitoring Program at Resolution 2012-16 and the Conditions of Approval at Resolution 2012-17, despite changes alleged in the FEIR. 35

Geology and Soils

MM Geo-1 defers mitigation and evaluation of project impacts as, "the above measure may be modified by the Final Geotechnical or Soils Report." It is therefore not demonstrated that the required mitigation will reduce impacts to a level below significance; further mitigation may be needed. 36

MM Geo-2 is deferred, vague, and unenforceable. Specifically, such mitigation requires that the project proponent "inform" engineers, architects, owner, maintenance personnel, and other interested parties of the Expansive Soil Guidelines provided in the geotechnical analysis and that such guidelines "shall be implemented…in the applicable design guidelines." The Expansive Soil Guidelines must be directly included and implemented in the project's grading plans to ensure implementation and enforceability. 37

GHGs

Johnson & Sedlack reiterates its comments that the project will have significant individual impacts to GHGs, not merely cumulative impacts, for the reasons previously stated. 38

Response to Comment E-3 is unresponsive to the comment made that LEED Gold certification should be required in order to mitigate for project effects. The EIR fails to find infeasible requiring LEED Gold certification as a mitigation measure. 39

Responses to Comments E-49- E51 state that many mitigation measures are incorporated or included in the project mitigation measures. This is untrue where such measures including 4.2.6.3A fail to require that each of the listed measures actually be required of the project; 4.3.6.1A merely requires compliance with the law that the project comply with Title 24; 4.3.6.1B requires only *encouragement* which is utterly unenforceable; 4.2.6.1K requires only "notations"; etc. The measures recommended by the Comments have not been incorporated into the project in a certain and enforceable manner as required by CEQA. 40

Response to Comment E-54 finds carbon offsets to be infeasible but fails to state a valid reason for that finding. Bases for finding mitigation infeasible include that specific economic, legal, social, technological, or other considerations make infeasible such mitigation. (State CEQA Guidelines § 15091) Here, the EIR finds carbon offsets to be infeasible not because of any of these considerations but because they have not previously been required and because they require a well performing program. This does not demonstrate that carbon offsets are *infeasible,* that is, not capable of being accomplished in a successful manner within a reasonable period of time taking into account economic, environmental, legal, social, and technological factors. (State CEQA Guidelines § 15364) As the FEIR fails to demonstrate that carbon offsets are infeasible pursuant to CEQA, they must be required as mitigation measures for the project. 41

Response to Comment E-54 goes further to suggest that GHGs can never be reduced or mitigated. This is contrary to CEQA which specifically provides for mitigating the effects of GHG emission. (*See,* State CEQA Guidelines § 15126.4 (c).) The response goes far beyond the limits of CEQA as well by claiming that any energy consumption reduced by this project through the purchase of carbon offsets will somehow result in increased energy consumption and GHG emissions overseas in developing countries such as China or sub-Saharan Africa. These claims are also unsupported by *any evidence* in the EIR and are *highly speculative,* to say the least. Again, as any finding of infeasibility with regards to the purchase of carbon offsets is not based on fact or the CEQA definition of feasible, this mitigation measure must be required of the project. 42

Hydrology and Water Quality

Condition of approval LD7 defers mitigation by requiring that a drainage study be prepared and submitted. Condition LD37 requires that the hydrology study come to a specific conclusion that the 10-year storm flow be contained within the curb and a 100-year storm flow be **contained within the street**, or additional facilities may be needed. In other words, LD 37 requires that hydrological impacts be evaluated after project approval and potentially that additional mitigation measures will be needed to reduce impacts. Furthermore, LD 37 contemplates the use of the street for drainage purposes. Allowing for the flooding of the street for project-related drainage is a potentially significant drainage impact that was wrongly not considered, disclosed, or evaluated in the EIR. 43

Even with the change in wording allegedly made at MM Hyd-5, the measure improperly defers mitigation and evaluation by deferring the preparation of a drainage report. 43

Noise

MM 4.9.6.1D is vague as it requires that the contractor limit construction related activities that would result in "high" noise levels without defining what level would be considered "high". Furthermore, as mentioned in previous letters, limiting the hours of construction will not mitigate for impacts from noise during those hours. 44

Response to Comment D-65 states that the EIR did not use a 3dBA increase as a threshold of significance. This is contradicted by the response and EIR which each demonstrate that the EIR looked to whether a 3 dB increase occurred. 45

With regards to Response to Comment D-68 concerning the use of "hard site" versus "soft site" scenarios, while increases in noise may not change, exceedences of the City's noise standards may be increased/ significant if the hard site scenario is instead utilized. 46

Response to Comment D-69 claims that an increase in trucks from the project, around a 3.25 to 7.5 percent increase in cumulative traffic volumes along area roadways, would not affect the findings of the noise impact analysis even though the analysis does not consider higher truck percentage of vehicle mix. This conclusion is unsupported by either the response or the record. 47

Response to Comment D-70 is unresponsive to the comment made, which states that the noise impact is significant where noise levels exceed noise standards and the project would result in a further exceedence of that standard and an increase in ambient noise where such noise is significant. Johnson & Sedlack also restates its prior comment that the proper measure of noise impacts is taken at the property line. 48

Response to comment D-74 is misleading as it insinuates that no sensitive receptors will be impacted by project construction. 49 Furthermore, whether or not 1987 documents concerning noise provide a "conservative" estimate of noise levels, noise impacts as stated in the EIR are highly likely to be incorrect as the relied upon numbers are far outdated. The EIR fails as an informational document. 50

As the EIR's noise analysis remains flawed and impacts must therefore be considered potentially significant, the mitigation measures suggested at comment D-76 must be implemented for the project. 51

Public Services

Condition of Approval F2 states that the City has granted a 50% reduction in fire flow for the use of fire sprinklers throughout the facility. There is no explanation of why this variance was 52

granted or evidence supporting a conclusion that this will not impact public safety. The EIR thus fails as an informational document. 52

Transportation

Response to Comment E-12 is unresponsive to the comment made that the project fails to mandate that only the "primary truck route" of Harley Knox Boulevard to the west be used so that trucks will not pass by a school. While this may be the primary truck route, the EIR does not claim or show that it is the only truck route which may be used. Comment E-12 asks for details on how the project will enforce use of only the Harley Knox Boulevard to the west truck route in order to avoid passing by schools. The EIR fails to do this, and therefore fails to provide needed information to the public and decisionmakers. Furthermore, a condition or mitigation measure must be placed on the project to require that only the "primary truck route" be utilized as this was apparently the only route evaluated by the EIR. 53

Response to Comment E-18 is unresponsive to the comment made. The table showing average trip lengths does not show the routes which trucks will be taking from the facility on local roadways to get to further away destinations so that the public and decisionmakers are informed of the impacts to local streets. Comments E-18 and E-19 also do not respond to the issue that future impacts beyond 2013(the first year) must be evaluated in the EIR. 54

As stated at Response to Comment E-20, the EIR does not consider impacts to SR-60, despite the fact that around 10% of truck trips are expected to use this highway. The EIR fails as an informational document by failing to evaluate these impacts. Furthermore, the FEIR again fails to make any substantive changes or undertake any real evaluation as requested by commenters. 55

Comments F-3 and F-4 by the Department of Transportation state that year 2007 AADT volume data should be used b y the EIR to keep consistency with traffic volume projections, yet the FEIR fails to make this change, relying instead on 2009 projections for some, 2007 for others. It is unclear from the response whether the 2009 CALTRANS AADT volume data represents a worst- case scenario over the 2007 data. Accordingly, by failing to use the 2007 data as recommended by CALTRANS, the EIR fails to provide accurate and consistent information. 56

Alternatives

With regards to Response to Comment D-92-95, Response to Comment D-92 incorrectly restates the comment made. The Response also creates an entirely new project object of clustered development in a highly dense form without urban sprawl—this objective is *none* of the actual project objectives. Pursuant to the project objectives as written in the EIR, the reduced intensity alternative satisfies most project objectives and reduces project impacts. If any project is approved, the reduced intensity alternative is superior and less environmentally damaging when compared to the project as proposed. 57

Likewise, Response to Comment D-59 states that the reduced intensity alternative does not meet the objective to "Cluster industrial warehouse uses near efficient access points to the state highway system to reduce traffic congestion on surface streets and to reduce concomitant air pollutant emissions from vehicle sources…" because "reduced-intensity development patterns are in concepts diametrically opposite of the highly dense form of development patterns that are characteristic of clustered development." Again, this conclusory statement fails to apply the project objective above on its own. Would the reduced intensity alternative be near efficient access points? Yes. Are there many "clustered" warehouses including the reduced intensity form of this project near those points, or planned to be near those points? Yes. Nevertheless, a project alternative need only "feasibly obtain most of the basic objectives to the project" which this alternative plainly does. (State CEQA Guidelines § 15126.6) As this alternative is feasible, will significantly reduce project impacts, and will obtain most of the basic project objectives, it must be approved in lieu of the proposed project if approval is granted. 57

Desired Actions

For the above reasons and those previously submitted, we respectfully ask that you deny the project and deny certification of the FEIR. 58

Thank you for your consideration of the above comments.

Sincerely,

Raymond W. Johnson
JOHNSON & SEDLACK

Copies to: John C. Terrell, Planning Official; e-mail: johnt@moval.org
Jeff Bradshaw, Planner; e-mail: JeffreyB@moval.org

Letter B

RAYMOND W. JOHNSON, Esq. AICP
26785 Camino Seco
Temecula, CA 92590
(951) 506-9925
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Johnson & Sedlack, an Environmental Law firm representing plaintiff environmental groups in environmental law litigation, primarily CEQA.

City Planning:

Current Planning

- Two years principal planner, Lenexa, Kansas (consulting)
- Two and one half years principal planner, Lee's Summit, Missouri
- One year North Desert Regional Team, San Bernardino County
- Twenty-five years subdivision design: residential, commercial and industrial
- Twenty-five years as applicants representative in various jurisdictions in: Missouri, Texas, Florida, Georgia, Illinois, Wisconsin, Kansas and California
- Twelve years as applicants representative in the telecommunications field

General Plan

- Developed a policy oriented Comprehensive Plan for the City of Lenexa, Kansas.
- Updated Comprehensive Plan for the City of Lee's Summit, Missouri.
- Created innovative zoning ordinance for Lenexa, Kansas.
- Developed Draft Hillside Development Standards, San Bernardino County, CA.
- Developed Draft Grading Standards, San Bernardino County.
- Developed Draft Fiscal Impact Analysis, San Bernardino County

Environmental Analysis

- Two years, Environmental Team, San Bernardino County
  - Review and supervision of preparation of EIR's and joint EIR/EIS's
  - Preparation of Negative Declarations
  - Environmental review of proposed projects
- Eighteen years as an environmental consultant reviewing environmental documentation for plaintiffs in CEQA and NEPA litigation

Representation:

- Represented various clients in litigation primarily in the fields of Environmental and Election law. Clients include:

- Sierra Club
- San Bernardino Valley Audubon Society
- Sea & Sage Audubon Society
- San Bernardino County Audubon Society
- Center for Community Action and Environmental Justice
- Endangered Habitats League
- Rural Canyons Conservation Fund
- California Native Plant Society
- California Oak Foundation
- Citizens for Responsible Growth in San Marcos
- Union for a River Greenbelt Environment
- Citizens to Enforce CEQA
- Friends of Riverside's Hills
- De Luz 2000
- Save Walker Basin
- Elsinore Murrieta Anza Resource Conservation District

Education:

B. A. Economics and Political Science, Kansas State University 1970
Masters of Community and Regional Planning, Kansas State University, 1974
Additional graduate studies in Economics at the University of Missouri at Kansas City
J.D. University of La Verne. 1997 Member, Law Review, Deans List, Class Valedictorian, Member Law Review, Published, Journal of Juvenile Law

Professional Associations:

- Member, American Planning Association
- Member, American Institute of Certified Planners
- Member, Association of Environmental Professionals

Johnson & Sedlack, Attorneys at Law
26785 Camino Seco 12/97- Present
Temecula, CA 92590
(951) 506-9925

Principal in the environmental law firm of Johnson & Sedlack. Primary areas of practice are environmental and election law. Have provided representation to the Sierra Club, Audubon Society, AT&T Wireless, Endangered Habitats League, Center for Community Action and Environmental Justice, California Native Plant Society and numerous local environmental groups. Primary practice is writ of mandate under the California Environmental Quality Act.

Planning-Environmental Solutions
26785 Camino Seco 8/94- Present
Temecula, CA 92590
(909) 506-9825

Served as applicant's representative for planning issues to the telecommunications industry. Secured government entitlements for cell sites. Provided applicant's representative services to private developers of residential projects. Provided design services for private residential development projects. Provided project management of all technical consultants on private developments including traffic, geotechnical, survey, engineering, environmental, hydrogeological, hydrologic, landscape architectural, golf course design and fire consultants.

San Bernardino County Planning Department
Environmental Team 6/91-8/94
385 N. Arrowhead
San Bernardino, CA 92415
(909) 387-4099

Responsible for coordination of production of EIR's and joint EIR/EIS's for numerous projects in the county. Prepared environmental documents for numerous projects within the county. Prepared environmental determinations and environmental review for projects within the county.

San Bernardino County Planning Department
General Plan Team 6/91-6/92
385 N. Arrowhead
San Bernardino, CA 92415
(909) 387-4099

Created draft grading ordinance, hillside development standards, water efficient landscaping ordinance, multi-family development standards, revised planned development section and fiscal impact analysis. Completed land use plans and general plan amendment for approximately 250 square miles. Prepared proposal for specific plan for the Oak Hills community.

San Bernardino County Planning Department
North Desert Regional Planning Team
15505 Civic 6/90-6/91
Victorville, CA
(619) 243-8245

Worked on regional team. Reviewed general plan amendments, tentative tracts, parcel maps and conditional use permits. Prepared CEQA documents for projects.

Broadmoor Associates/Johnson Consulting
229 NW Blue Parkway
Lee's Summit, MO 64063
(816) 525-6640 2/86-6/90

Sold and leased commercial and industrial properties. Designed and developed an executive office park and an industrial park in Lee's Summit, Mo. Designed two additional industrial parks and residential subdivisions. Prepared study to determine target industries for the industrial parks. Prepared applications for tax increment

financing district and grants under Economic Development Action Grant program. Prepared input/output analysis of proposed race track Provided conceptual design of 800 acre mixed use development.

Shepherd Realty Co.
Lee's Summit, MO 6/84-2-86

Sold and leased commercial and industrial properties. Performed investment analysis on properties. Provided planning consulting in subdivision design and rezoning.

Contemporary Concepts Inc.
Lee's Summit, MO 9/78-5/84
Owner

Designed and developed residential subdivision in Lee's Summit, Mo. Supervised all construction trades involved in the development process and the building of homes.

Environmental Design Association
Lee's Summit, Mo.
Project Coordinator 6/77-9/78

Was responsible for site design and preliminary building design for retirement villages in Missouri, Texas and Florida. Was responsible for preparing feasibility studies of possible conversion projects. Was in charge of working with local governments on zoning issues and any problems that might arise with projects. Coordinated work of local architects on projects. Worked with marketing staff regarding design changes needed or contemplated.

City of Lee's Summit, MO
220 SW Main
Lee's Summit, MO 64063
Community Development Director 4/75-6/77

Supervised Community Development Dept. staff. Responsible for preparation of departmental budget and C.D.B.G. budget. Administered Community Development Block Grant program. Developed initial Downtown redevelopment plan with funding from block grant funds. Served as a member of the Lee's Summit Economic Development Committee and provided staff support to them. Prepared study of available industrial sites within the City of Lee's Summit. In charge of all planning and zoning matters for the city including comprehensive plan.

Howard Needles Tammen & Bergendoff
9200 Ward Parkway
Kansas City, MO 64114
(816) 333-4800 5/73-4/75
Economist/Planner

Responsible for conducting economic and planning studies for Public and private sector clients. Consulting City Planner for Lenexa, KS.

Conducted environmental impact study on maintaining varying channel depth of the Columbia River including an input/output analysis. Environmental impact studies of dredging the Mississippi River. Worked on the Johnson County Industrial Airport industrial park master plan including a study on the demand for industrial land and the development of target industries based upon location analysis. Worked on various airport master plans. Developed policy oriented comprehensive plan for the City of Lenexa, KS. Developed innovative zoning ordinance heavily dependent upon performance standards for the City of Lenexa, KS.

Response to Letter B
Johnson & Sedlack
Letter Dated July 12, 2012

Response to Comment B-1. The commenter has accurately summarized the general aspects of the proposed project. The commenter's comments on the Draft EIR (DEIR) in his letter dated June 1, 2012 was responded to in the FEIR. The comment letters on the DEIR and the City's responses were provided to City's decision makers for their consideration in approving the proposed project.

Response to Comment B-2. The comment requesting that the Planning Commissioners disapprove the project was been provided to them for their consideration. The Planning Commission unanimously rejected the request. The commenter's opinions on the quality of the environmental assessment that was done will be forwarded to the City Council Members for their consideration. The City disagrees with the commenter's generalized assertions regarding the adequacy of the VIP Moreno Valley Draft EIR.

Response to Comment B-3. The commenter's statement that there were no substantive changes made to the FEIR based upon the comments received is incorrect. The changes requested by the commenter in his letter dated June 1, 2012. Response to Comment D-24, D-55, and E-51 were either made to the FEIR or were determined to be infeasible or not required and a reason was provided in the responses to those comments.

There was one change required to the Responses to Comments that were identified as errors by the commenter. This was included in Response to Comment E-9 where the Mitigation Monitoring and Reporting Plan (MMRP) was edited for the Planning Commission meeting to delete the following wording from Mitigation Measure (MM) 4.2.6. 3A "Lease/purchase documents shall identify that tenants are encouraged to promote the following" but was left in the Response to E-9.

The Planning Commission and public were provided an updated MMRP at the public hearing on July 12, 2012, which the commenter did not attend. The changes requested by the commenter were included in the MMRP. During that meeting the changes to the MMRP were discussed by the environmental consultant and included in the public hearing minutes. This is the MMRP that was adopted by the Planning Commission on July 12, 2012.

The City is not in agreement that there were numerous comments in opposition to the proposed project. The comment letters received on the DEIR did not state direct opposition to the project. The letters from the commenter and Sierra Club asked for clarifications, additional analysis, expressed disagreement with the findings in the DEIR and requested that additional mitigation measures be considered. The commenter's letter of July 12, 2012 states direct opposition to the approval of the proposed project. It is the City's opinion the FEIR does address the comment letters received by the commenting agencies and individuals. It also contains additional clarifications, substantial evidence as to the findings, and revised and new mitigation measures.

Response to Comment B-4. Regarding the comment that no changes were made to the FEIR in response to the comments received on the Draft EIR, please see response to comment B-3. This comment is general in nature and therefore does not specifically identify which portions of the FEIR "fail as an informational document" and are "conclusory and fails to provide the analysis and examination required by CEQA." Based on the detailed responses to comment provided in the FEIR and the following detailed responses to the comments made in commenter's letter, the City disagrees with the general assertions made by the commenter.

Response to Comment B-5. The City disagrees the MMRP contains mitigation that is unenforceable. The commenter's statement "the project's MMRP lists many feasible mitigation measures but fails to require implementation of these measures or drafts such mitigation in an utterly unenforceable manner" is a generalization with no specific examples. The MMRP includes a list of the individual mitigation

measures included in the Draft and FEIRs, at what stage of the development process they will be implemented, when they are to be implemented, by whom, and who is the party responsible to make certain the mitigation measure is enforced.

Response to Comment B-6. As stated in the FEIR, Response to Comment D-92, the same commenter incorrectly asserted that the environmentally superior alternative meets most project objectives and must be approved instead of the proposed project. As stated in the FEIR, the environmentally superior alternative (reduced density) will result in reduced air pollution and greenhouse gas (GHG) emissions but the significance of these impacts remain significant and unavoidable for air quality, global climate change, and traffic in the same manner as the proposed project. The significant and unavoidable project impacts associated with GHG emissions and traffic cannot be reduced to less than significant though reduction in the size of the project. The significant and unavoidable project impacts associated with air quality can be eliminated if the project is reduced to approximately 90,000 square feet (based on a linear reduction in the project's 990 pounds per day of operational NO_x emissions to below the 55 pounds per day threshold). The Reduced Intensity Alternative would, to some degree, realize the Project Objectives as follows:

- Create employment-generating opportunities for the citizens of Moreno Valley and surrounding communities;
- Encourage industrial development as attractive and productive uses while minimizing conflicts with the surrounding existing uses;
- Encourage warehouse distribution services that take advantage of the area's close proximity to various freeways and transportation corridors;
- Provide the infrastructure improvements required to meet project needs in an efficient and cost-effective manner;
- Encourage new development consistent with the capacity and municipal service capabilities;
- Provide a high-quality large-scale industrial development to provide jobs for residents at a variety of income levels;
- Facilitate the efficient and cost-effective movement of goods in and through the City, which, in turn, allows the City to compete economically on a domestic and international scale;
- Provide an industrial warehouse facility that meets the substantial and unmet demands of businesses located in the City and County;
- Cluster industrial warehouse uses near efficient access points to the state highway system to reduce traffic congestion on surface streets and to reduce associated air pollutant emissions from vehicle sources;
- Implement the City's General Plan Industrial/Business Park Land Use designations that are applicable to the site;
- Accommodate new development that channels land uses in a phased, orderly manner and is coordinated with the provision of necessary infrastructure and public improvements;
- Provide new development that will assist the City in obtaining fiscal balance in the years and decades ahead; and
- Address community circulation, both vehicular and pedestrian, utilizing available capacity within the existing circulation system, and provide fair share improvements to various future-year deficient intersections or road segments.

However, because the scale of the development would be diminished under the Reduced Density Alternative, the resulting generation of sales tax, the number of jobs created, and potential second tier economic benefits to the City and region (e.g. wholesale/retail support sales; temporary and long-term

construction jobs, and facilities maintenance employment opportunities) would likely be reduced when compared to the Project.

The applicant is selling the property at a price that reflects the current market value for similar industrial-zoned properties in this region. The value of warehouse/industrial property is typically based on an assumed minimum building coverage (FAR) of 50%. The subject project FAR (51.5%) supports the seller's price for the land while meeting the minimum return on investment required to finance the development. The economic viability of the reduced density alternate has been studied which assumes a 25% reduction in FAR or approximately 404,033 square feet. This would result in a 38.6% FAR for the Reduced Density Alternative. The financial analysis for the reduced density project demonstrates that the project is not economically feasible. The estimated net proceeds after costs drop 73% when compared with the original project. Further, the Internal Rate of Return (IRR), commonly used as a metric to finance the real estate, plunges by nearly 60% for the less-dense alternative. This financial analysis demonstrates that the reduced density project alternative is not economically viable when industry standard development costs and minimum thresholds for financing are analyzed.

Response to Comment B-7. As stated in the Findings, all feasible mitigation has been applied to all significant and unavoidable impacts to the extent possible as limited by economic, legal, social, technological, or other considerations. Even so, certain impacts associated with air quality, GHG emissions, and traffic cannot be fully mitigated. In accordance with CEQA Guidelines Section 15093, a Statement of Overriding Considerations has been prepared that document the City's determination that the project's benefits outweigh its significant and unavoidable impacts.

Response to Comment B-8. The commenter does not specifically identify which "recent industrial/distribution projects within Moreno Valley" have allegedly failed to create the "promised jobs." The City assumes that comment refers to the "Skechers" warehouse project in eastern Moreno Valley (see Table A below). That project resulted in many workers transferring from existing warehousing in Ontario rather than creating "new" jobs, and the level of local job growth was not as high as had been initially expected mainly due to economic conditions at the time the project opened. It is not appropriate to assume this project will simply relocate jobs rather than create jobs. It is clear this project will require construction workers during the construction phase, and new permanent workers during operation. It also will generate revenues to the City from property and other taxes. Unfortunately, the exact number of employees cannot be known at this time since a specific end user has not yet been identified. CEQA only requires a level of analysis appropriate for the timing of the review based on information on the project that is available at the time the CEQA analysis is conducted. It is not possible to know, and it is overly speculative to require this project to precisely estimate its actual employment. For example, the following Table A compares projected employment for several warehouse projects recently proposed in and around the proposed project area. Table A demonstrates that acceptable employment generation rates range widely, in this case from 1 employee per 1,030 square feet up to 1 employee per 3,033 feet. The proposed Vogel DEIR used a mid-range of 1 employee per 2,500 square feet. This is reasonable especially considering the end user is not known at this time. It is therefore appropriate for the EIR and the findings to state the project will increase local employment without being specific as to the exact number of employees expected.

Table A: Employment Estimates for Recent Local Warehouse Projects

Source/Project (Jurisdiction)	Source Info (employee/square foot)	Square Feet	Number of Employees
Stratford Ranch[1] (City of Perris)	1: 2,500	1,712,880	685
Skechers[2] (City of Moreno Valley)	1:3,033	1,820,000	600
John Husing Logistics Report[3] (City of Moreno Valley)	1:2,000	NA	NA

Vogel Industrial Projec[4] (City of Moreno Valley)	1:2,500	1,616,133	646
West Ridge Commerce Center[5] (City of Moreno Valley)	1:1,030 937,2	60	900

[1] Inland Empire Distribution Center Operations Profile, WCL Consulting, June 10, 2008. 2,500 square feet per employee is an average of the Inland Empire rates.
[2] Actual data from City of Moreno Valley Planning Department and Highland Fairview
[3] 2003 study by U.S. Energy Information Agency (see slide 25) shipping and distribution centers increase by 5% making it 1 employee/ 2000 sq ft
[4] Inland Empire Distribution Center Operations Profile, WCL Consulting, June 10, 2008. 2,500 square feet per employee is an average of the Inland Empire rates.
[5] Based on approximately one job per 1,030 square feet of development, per Riverside County General Plan Appendix E, Buildout Assumptions and Methodology Page 6, Light Industrial employment multiplier.
NA = not applicable

The EIR identifies the expected impacts of the project relative to air quality, greenhouse gases, traffic, agriculture, etc. and those impacts were evaluated against the identified thresholds of significance identified in the DEIR. The commenter includes the commenter's opinion regarding the scope of these impacts. It will be up to the discretion of the City Council to determine if the anticipated benefits of the project outweigh the identified impacts.

Response to Comment B-9. The commenter claims that the EIR fails as an informational document due to an allegation that the cumulative impact analysis of local traffic, aesthetics, biology, and hydrology/water quality did not take into consideration the World Logistics Center project. The CEQA Guidelines Section 15355(b) states *"The cumulative impact from several projects is the change in the environment which results from the incremental impact of the project when added to other closely related past, present, and reasonably foreseeable probable future projects."* Given the fact that the World Logistics Center was not a "*reasonably foreseeable probable future projects*" when the Notice of Preparation of issued for this project, it was not required to be addressed at all. Specifically, the Notice of Preparation for this project was distributed to the public on August 26, 2011. The applications were filed with the City for the World Logistics Center on March 19, 2012 and deemed complete on April 18, 2012. The Notice of Completion was filed for this EIR on April 20, 2012. Given this, the City would have been justified in omitting any discussion of the World Logistics Center.

Nonetheless, in an effort to provide as much information as possible to the public and the decision makers regarding potential cumulative impacts, the City did include a discussion of the impacts of the World Logistics Center for the topic areas where there would be a potential for a significant impact. These included air quality, greenhouse gas emissions, and traffic on the I-215 mainline. For other topics, given the nature of the two projects and the geographic distance between the projects (9.2 miles), no potential for the additive effects of impacts were identified.

As previously explained in the Final EIR, Response to Comment E-10, the cumulative impact analysis of local traffic, aesthetics, biology, and hydrology/water quality did not take into consideration the World Logistics Center project. The primary reason for this exclusion is the distance and separation between the two projects, which will result in little to no intermingling of certain cumulative effects on the environment. Specific responses to this allegation are as follows:

- Local traffic will not overlap because the two logistics centers truck traffic will be concentrated on the highway system and not local roadways. The two projects are not located in the same generally area and are separated by over 9 miles. The Mount Russell Range and Bernasconi Hills are also between the two sites. Therefore, because of the distance between the two projects and the topography there will not be a cumulative impact on aesthetics.

- Although the two projects are separated by geography and distance the biological resources are similar with a greater diversity of resources on the World Logistics Center site than the proposed Project site. The proposed Project was found to have a less than significant impact on biological resources including raptor foraging habitat. The Project's cumulative impact from the loss of

foraging habitat for raptors was determined to be less than significant. Both projects are subject to the requirements of the Western Riverside MSHCP. Compliance with the MSHCP mitigates the projects cumulative impacts on endangered and threatened species and species covered by the MSHCP.

- Again because of the distance between the two projects and the presence of the mountain ranges there will be no mixing of potential noise sources. Therefore, there will be no cumulative noise impacts.

- Because of the distance and separation of the sites from each other, the two projects will drain into two separate hydrologic areas. The proposed Project drains to the Perris drainage channel while the World Logistics Center drains to the south east in Mystic Lake. For these reasons, the cumulative impacts from the two projects will not intermingle. In addition, because the two projects are required to implement the most up to date Best Management Practices (BMPs), cumulative impacts on water quality would be less than significant.

Response to Comment B-10. Because a tenant has not yet been identified, it is not possible to formulate that sign program at this juncture. However, this does not mean that there is any project piecemealing. Page 3-4 of the Initial Study attached to the Notice of Preparation (DEIR Appendix A) states that…"the City's Municipal Code (Section 19.05 and Table 9.05.040-8) establishes the number, location, height, and style of signage permitted within industrial zones. The submittal and approval of signs are required for all development in the City; therefore, it is reasonable to conclude that any on-site signs are internally compatible and consistent with the City's current signage standards. Adherence to City requirements would result in a less than significant level." The extent of the project signage would be on the building or at most a monument close to the building, or smaller signage at distance away from the building to direct customers and deliveries to the actual building itself. The project is not adjacent to a freeway so signage would be limited to that consistent with the City's Municipal Code (i.e., not a billboard or other massive regional signage). The commenter has submitted no evidence suggesting that project specific signage would be a significant aesthetic impact. Therefore, the commenter's statement is not supported by facts in the record.

Response to Comment B-11. In Response to Comment D-12 states, as noted in the DEIR, " *project-related lighting impacts were determined to be less than significant because all development in the City, which includes light generated from warehouse buildings and parking lots, is required to adhere to lighting requirements contained in the City's Municipal Code (Section 9.08.100 Lighting), which states that any outdoor lighting associated with nonresidential uses shall be shielded and directed away from the surrounding residential uses. Such lighting shall not exceed one-half foot-candle at all property lines and shall not blink, flash, oscillate, or be of unusually high intensity or brightness. Lighting in parking areas and drive aisles must be at least 1.0 foot-candle and cannot exceed a maximum of 8 foot-candles. Adherence to the City's Zoning Code would ensure that any building or parking lighting would not significantly impact adjacent uses."* Therefore, impacts associated with night lighting and nighttime views are less than significant and no mitigation is required.

Response to Comment B-12. In Response to Comment D-16 the response does state that the purchase of agricultural conservation easements is " *economically infeasible" "[b]ased on the higher costs associated with land, water and labor, increased environmental regulation, and competition from neighboring regions where agricultural operations are less costly; thus, resulting in an inability to make farming profitable. The site has been planned for industrial uses since 1987, the City has recognized that the conversion of agricultural land under its jurisdiction is an eventual and expected outcome of current and future growth and the current General Plan does not include any agricultural designations; therefore mitigation for the loss of is not required.*[¶]*An easement does not compensate for the impact by replacing or providing substitute resources or environments (i.e., the easement would not create any new farmland where no farmland presently exists). See Fourth District Court of Appeal, Cherry Valley Pass Acres and Neighbors v. City of Beaumont (2010) 190 Cal.App.4th 316 (Cherry Valley)."* (See FEIR, p. 57, emph. add.) The commenter failed to provide the complete response to the comment which included the ruling by the Fourth District Court of Appeal quoted above. In discussion with Gail Egenes, Executive Director of

the Riverside Land Conservancy, the agency does not have any established program to purchase agricultural easements or lands. Also, in consultation with the National Conservation Easement Database, Riverside County does not have any established agricultural easements.[1]

Also refer to Response to Comment A-10.

Response to Comment B-13. The commenter is correct in stating there will be significant and unavoidable impacts to air quality during construction and operations of the proposed project. It is the commenter's opinion that the impacts are "extensive." As required by CEQA, the EIR categorizes the impacts by comparison to established thresholds of significance.

Response to Comment B-14. As stated in Response to Comment B-5, the MMRP includes a list of the individual mitigation measures included in the Draft and FEIRs, at what stage of the development process they will be implemented, when they are to be implemented, by whom and who is the party who is responsible to make certain the mitigation measure is enforced.

Response to Comment B-15. The Planning Commission and interested members of the public were provided an updated MMRP at the public hearing on July 12, 2012. The commenter did not attend the meeting, but the updated MMRP has been sent to the commenter. The changes that were requested by the commenter were included in the MMRP. During that meeting, the changes to the MMRP were discussed by the environmental consultant and included in the public hearing minutes. The revised and updated MMRP is the MMRP that was adopted by the Planning Commission on July 12, 2012.

Response to Comment B-16. The language the commenter is requesting to be added to the MMRP for Mitigation Measure 4.2.6.1D *"verification during grading and construction"* was added to the MMRP that was updated and provided to the Planning Commission at its public hearing on July 12, 2012. This is the MMRP that was adopted by the Planning Commission.

Response to Comment B-17. The developer has voluntarily agrees to remove "*during smog season*" from MM 4.2.6.1.H. If approved by the City Council, the mitigation measure will read as follows:

4.2.6.1H The contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper tune according to manufacturer's specifications ~~and during smog season (May through October)~~ by not allowing construction equipment to be left idling for more than five minutes (per California law).

Response to Comment B-18. It is clearly understood in the construction industry that if there is a notation on grading plans, bid documents, and construction plans those notations are to be implemented; however, to make it clearer that the specifications are to be implemented the developer voluntarily agrees to revise MM 4.2.6.1K as follows, if the City Council agrees:

4.2.6.1K Grading plans, construction specifications and bid documents shall also include the following requirements ~~notations:~~

- Off-road construction equipment shall utilize alternative fuels where feasible e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty;
- Gravel pads shall be provided at all access points to prevent tracking of mud onto public roads;
- Install and maintain trackout control devices at all access points where paved and unpaved access or travel routes intersect;

[1] http://nced.conservationregistry.org/browse/map, accessed September 4, 2012.

- The contractor or builder shall designate a person or person(s) to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust off site;
- The contractor or builder shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The contact person shall take corrective action within 24 hours;
- High pressure injectors shall be provided on diesel construction equipment where feasible;
- Engine size of construction equipment shall be limited to the minimum practical size;
- Substitute gasoline-powered for diesel-powered construction equipment where feasible;
- Use electric construction equipment where feasible;
- Install catalytic converters on gasoline-powered equipment where feasible;
- Ride-sharing program for the construction crew shall be encouraged and shall be supported by contractor(s) via incentives or other inducement;
- Documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs;
- Lunch vendor services shall be permitted onsite during construction to minimize the need for offsite vehicle trips;
- All forklifts used during construction and in subsequent operation of the project shall be electric or natural gas powered.
- Suspend use of all construction equipment operations during second stage smog alerts.

Response to Comment B-19. The Planning Commission was provided an updated MMRP at its public hearing on July 12, 2012, which the commenter did not attend. The updated MMRP included the change requested by the commenter to include a timeframe for the community liaison to respond promptly or in a timely manner was included in the MMRP. During that meeting the changes to the MMRP were discussed by the environmental consultant and included in the public hearing minutes. This is the MMRP that was adopted by the Planning Commission on July 12, 2012.

The mitigation measure adopted by the Planning Commission required the construction relations officer/community liaison to respond to any concerns related to PM10 (fugitive dust) generation or other construction-related air quality issues within 2 days; however, if the City Council agrees, the developer voluntarily agrees to revise MM 4.2.6.1L to include a response within one business day as follows:

4.2.6.1L Throughout project construction, a construction relations officer/community liaison, appointed by the Applicant, shall be retained on-site. In coordination and cooperation with the City, the construction relations officer/community liaison shall respond to any concerns related to PM10 (fugitive dust) generation or other construction-related air quality issues within ~~2 days~~ <u>one business day.</u>

Response to Comment B-20. The developer voluntarily agrees to amend MM 4.2.6.1M if the City Council approves the modification as follows:

4.2.6.1M ~~All project entrances shall be posted with signs which state:~~ <u>The construction contractor shall require the following:</u>

- Truck drivers shall turn off engines when not in use<u>, and</u>

- Diesel delivery trucks servicing the project shall not idle for more than three (3) minutes~~; and~~.

4.2.6.1M(1) All project entrances shall be posted with signs that include the requirements in Mitigation Measure 4.2.6.1M and the following:

- Telephone numbers of the building facilities manager and CARB, to report violations.

Response to Comment B-21. The Planning Commission was provided an updated MMRP at its public hearing on July 12, 2012, which the commenter did not attend. The updated MMRP included the change requested by the commenter to replace "should" with "shall". During that meeting the changes to the MMRP were discussed by the environmental consultant and included in the public hearing minutes. This is the MMRP that was adopted by the Planning Commission on July 12, 2012. In addition the developer agrees to amend Mitigation Measure 4.2.6.1M as indicated above in Response to Comment B-20.

Response to Comment B-22. The Planning Commission was provided an updated MMRP at its public hearing on July 12, 2012, which the commenter did not attend; where the changes to MM 4.2.6.3A as indicated below and adopted by the Planning Commission. (*Note only a portion of MM 4.2.6.3A is shown below.)* In addition the errata to the FEIR indicates this change to Response to Comments E-4, E-9, and E-16 the findings for the City Council and the DEIR Errata (Section 3 or the FEIR).

4.2.6.3A Prior to issuance of the first building permit, building and site plan designs shall ensure that the project's energy efficiencies surpass applicable 2008 California Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City. The following ~~Any~~ combination of design features~~, including but not limited to the following list,~~ may be used to fulfill this requirement provided that the total increase in energy efficiency meets or exceeds 20 percent: *[Note the rest of the measure is not shown].*

The developer voluntarily agrees to implement the following design features to increase energy efficiency to meet or exceed the 2008 Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent:

- Increase insulation such that heat transfer and thermal bridging is minimized.
- Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption.
- Incorporate ENERGY STAR or better rated windows in the office area, space heating and cooling equipment, light fixtures, appliances, or other applicable electrical equipment.
- Exceed California Title 24 Energy Efficiency performance standards for water heating and space heating and cooling, as deemed acceptable by the City.
- Increase in insulation such that heat transfer and thermal bridging is minimized.
- Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption.
- Incorporate dual-paned or other energy efficient windows.
- Incorporate energy efficient space heating and cooling equipment.
- Use interior and exterior energy efficient lighting which exceeds the California Title 24 Energy Efficiency performance standards as deemed acceptable by the City.
- Use automatic devices to turn off lights when they are not needed.

- To the extent that they are compatible with landscaping guidelines established by the City, use shade-producing trees, particularly those that shade paved surfaces such as streets and parking lots and buildings at the project site.
- Use paint and a surface color palette for the project emphasizing light and off-white colors which reflect heat away from the buildings.
- Install a photovoltaic array (solar panels) or other source of renewable energy generation on-site, or otherwise acquire energy from the local utility that has been generated by renewable resources, to meet the project's office electricity needs.
- Reduce energy demand associated with potable water conveyance~~, the project shall implement~~ using the following:
  - Landscaping palette emphasizing drought-tolerant plants;
  - Use of water-efficient irrigation techniques; and,
  - U.S. EPA Certified WaterSense labeled for equivalent faucets, high-efficiency toilets (HETs), and water-conserving shower heads.

MM 4.2.6.3A above prescribes a performance standard requiring a 20% improvement in energy efficiency (over and above the 2008 California Building Code [CBC]) for the building and lists suggested measures that can be included in the building's design to obtain this improvement in energy efficiency. New energy standards have been adopted by the State which will be effective on January 1, 2014 that would require that commercial/industrial buildings achieve a percentage of over 20% above the 2008 Title 24 standard. So the project is required to meet 2013 requirements prior to the January 2014 requirement date. Specifying that the project will meet the 2013 standards rather than the adopted 2010 standards assures that the project will meet or exceed all energy efficiency standards at the time of project construction completion. California's building efficiency standards are updated on an approximately three-year cycle. Thus, it is anticipated that even by the time construction is completed, the energy efficiency of the project will meet or exceed all adopted or even proposed standards.

Response to Comment B-23. The construction emissions analysis conducted using the CalEEMod model determined that with the multiple passes over the site there would be the equivalent of a total of 105 acres disturbed. The analysis assumed that there would be 24 days of site preparation and 42 days of grading, thus the average number of acres disturbed over the combination of site preparation and grading is 1.6 acres per day, which is less than 5 acres per day. These are the assumptions that resulted in the approximately 330 lbs/day of fugitive PM_{10} emissions. Thus, the analysis already assumes a daily disturbed area much smaller than 5 acres and even with grading an average of 1.6 acres per day, fugitive PM_{10} emissions more than twice the threshold.

Response to Comment B-24. The commenter is incorrect MM 4.2.6.1C does not state "were feasible". The measure adopted by the Planning Commission states the following:

4.2.6.1C Prior to the issuance of a grading permit, the project developer shall require by contract specifications that contractors shall utilize California Air Resources Board (CARB) Tier II Certified equipment or better during the rough/mass grading phase for the following pieces of equipment: rubber-tired dozers and scrapers. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City.

In addition, the developer voluntarily agrees to use Tier III equipment during construction instead of Tier II.

Response to Comment B-25. Although these measures do not relate the developer also voluntarily agrees to implement the following measures that were included in the list under MM 4.2.6.3A to reduce mobile emissions:

- Provide on-site bicycle storage/parking consistent with City of Moreno Valley requirements.
- Provide on-site showers (one for males and one for females). Provide lockers for employees.
- Provide preferential parking for carpools, vanpools or other alternative fuel vehicles. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to final site plan approval, delineate preferential parking for carpools and vanpools on the project site plan.
- Provide at least two electric vehicle charging stations. Locations and configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, delineate stub outs for charging stations on the project building plans.
- Provision of preferential parking for EV and CNG vehicles.
- Provide a display case or kiosk displaying transportation information including the RTA bus schedule in a prominent area accessible to employees.

The applicant has agreed to include the requested bicycle storage, on-site showers, Transportation Management Assn. Plan (TMA), preferential parking for carpools, vanpools and EV's and alternate fuel vehicles, plus two (2) EV charging stations as part of the required mitigation under MM 4.2.6.3A. These measures will provide practical, reasonable and effective mitigation for the reduction of vehicular emission but not energy efficiency. Additional suggested measures that apply to the building operation are problematic when considering implementation and enforcement. These requested measures would dictate the types of vehicles used by the future tenant, reduced hours of operation (less than 40 hours/week), method for goods transport, charging employees a fee to park single-occupancy vehicles and dictating the type of gardening equipment used at the facility. This speculative project is not being built for a specific user. The project will likely be sold to a corporate user driven by real estate cost, operational cost, and transport efficiency. The implementation of these measures will have a negative economic impact on each of these categories. If these additional measures were implemented, the result would be more expensive and less competitive operating cost as compared with other projects that are not burdened with these restrictions. Requiring these operational measures could dramatically affect the economic leasing and sales potential for this project resulting in a higher likelihood of vacancy (and income loss) over an extended period of time. These additional measures would be difficult, if not impossible, to enforce as there is no agency that monitors industrial operations to the degree necessary to enforce these additional operational mitigation measures.

Response to Comment B-26. The tailpipe emissions from the mobile sources are controlled at the state and federal level. Due to the nature of this project, there is very little that can be done to reduce the emission from mobile sources. The developer has agreed to take the steps outlined in the Response to Comment B-25, above. Thus, the EIR includes all feasible mitigation measures, as applicable. Other suggested measures are not feasible for the reasons stated above.

Response to Comment B-27. Refer to Response to Comment B-22. Changes were made to Mitigation Measure 4.2.6.3A as proposed in Response to Comments D-38, D-42, D-43, and D-44. There were no changes to the DEIR proposed in Response to Comment D-39.

Response to Comment B-28. The developer has agreed to implement the measures indicated in Response to Comment B-25 to reduce mobile emissions. These measures will be implemented separate from the list proposed in Mitigation Measure 4.2.6.3A. The remaining mobile source emission measures listed in 4.2.6.3A are infeasible to impose at this point in time as explained above in Response to Comment B-25.

Response to Comment B-29. Refer to Response to Comment B-22.

Response to Comment B-30. The developer voluntarily agrees to revise Mitigation Measure 4.3.6.1B to delete "consider" with "include" as follows if the City Council concurs with the requested change:

- Provide a landscape and development plan for the project that takes advantage of shade, prevailing

winds, and landscaping. The landscaping plan shall be prepared by a registered landscape architect who will ~~consider~~ include the following:

- Plant at least 50 percent low-ozone forming potential (Low-OFP) trees and shrubs, preferably native, drought-resistant species, to meet city/county landscaping requirements.
- Plant Low-OFP, native, drought-resistant, tree and shrub species, 20% in excess of that already required by city or county ordinance. Consider roadside, sidewalk, and driveway shading.

Response to Comment B-31. At the July 12, 2012 Planning Commission hearing, the developer agreed to build the roof so that it could accommodate solar panels in the future, and to design the building to achieve LEED Silver standards. These concessions are included in the Conditions of Approval from the July 12, 2012 meeting. Not all the mitigation measures suggested by the commenter in Comment E-51 were carried into the FEIR. Therefore, the Table on page 126 in Response to Comment E-51 identifies all of the GHG reduction measures suggested for inclusion by the commenter and then specifies whether the measure was already included in the EIR, whether it would be added mitigation as part of the FEIR, or whether it was not be included due to infeasibility and an explanation as to why the measure was infeasible.

Response to Comment B-32. Response to Comment E-6 should have read "*The air quality analysis of construction shows that there will be exceedances of ROG, NO_X and PM_{10}. Tier III applies to equipment produced from 2006 to 2008. As of 2012, equipment produced since 2006 are becoming more readily available, but not to the extent that requiring their use is considered feasible mitigation. Tier II specifications result in a substantial reduction in PM_{10} and $PM_{2.5}$ (62.5% to 72.5%, depending on horsepower) over Tier I equipment, which is the basis of the mitigation measure. Tier III specifications are identical to Tier II for PM_{10} and $PM_{2.5}$, thus requiring this more stringent mitigation would have no benefit to the reduction in PM_{10} and $PM_{2.5}$ and was not required.* The developer voluntarily agrees to use Tier III equipment as requested by the commenter. However, it should be noted Tier III specifications are identical to Tier II for the reduction of PM_{10} and $PM_{2.5}$; therefore it was not reasonable to require more stringent measures if the result in reduction of PM_{10} and $PM_{2.5}$ will be the same.

Response to Comment B-33. Refer to Response to Comment B-18 regarding proposed changes to Mitigation Measure 4.2.6.1 K. Mitigation Measure 4.2.3.6A requires prescribes a performance standard requiring a 20% improvement in energy efficiency (over and above the 2008 California Building Code [CBC]) for the building and lists suggested measures that can be included in the building's design to obtain this improvement in energy efficiency. California's building codes on energy efficiency are approximately 50% more efficient than the national average. California's building efficiency standards are updated on an approximately three-year cycle. The most recent (2010) update increased energy efficiency standards in residential buildings by 20% compared to the 2008 standards[2]. The 2010 CBC did not change energy efficiencies for nonresidential buildings so the 2008 CBC energy standards are still in effect. New 2013 energy standards have been adopted by the State which will be effective on January 1, 2014 that would require that commercial/industrial buildings achieve a percentage of over 20% above the 2008 Title 24 standard for nonresidential construction. Through the adoption of MM 4.2.6.3A, this project is required to meet 2013 requirements now and not wait until 2014.

Response to Comment B-34. The site will not be disked prior to burrowing owl surveys. Also, Response to Comment E-21 includes a detailed response to the referenced comment. The commenter has not identified any portion of the comment that has not been addressed in the response.

Response to Comment B-35. The entire site (100% of the area disturbed) will be monitored by a paleontologist when disturbance reaches 4 feet below ground surface. Because of the type of geology onsite, the strata that could contain fossils is not found in the first 4 feet of soil. There is nothing in the mitigation measure that states only a portion of the project site will be monitored. The portion of the

[2] http://www.calchamber.com/GovernmentRelations/IssueReports/Documents/2012-Reports/GreenBuilding_2012.pdf, accessed August 30, 2012.

mitigation measure that stated monitoring would be discontinued was deleted as indicted on page 78 in Response to Comment D-49. The Planning Commission was provided an updated MMRP at its public hearing on July 12, 2012, which the commenter did not attend. The updated MMRP includes the changes to Mitigation Measure CUL-1 as indicated in Response to Comment D-49. These changes were adopted by the Planning Commission.

Response to Comment B-36. Mitigation Measure Geo-1 does not defer mitigation. The mitigation is provided to reduce the potential effects of an unstable soil as identified in Section 2.5.4 (page 2-15) of the DEIR. Mitigation Measure Geo-1 provides a mechanism to determine the specific design of the mitigation because it requires more specific information to be provided at the time the building foundation is actually designed. The determination of the potential significance of this impact was evaluated and made in the DEIR, and Mitigation Measure Geo-1 is designed to use the most accurate and available engineering information when the foundation is actually designed. It is not accurate to state that the significance of the impact could change based on more specific engineering design information that will be available at a later date. The project geotechnical consultant concluded that the potential impacts related to soils constraints could be effectively mitigated by the application of appropriate building design techniques. This conclusion would not be altered by more specific foundation design data but would actually make the results of the mitigation measure more assured.

Response to Comment B-37. Mitigation Measure Geo-2 is not deferred, vague, or unenforceable. The City's standard Conditions of Approval will require that the Expansive Soil Guidelines be included in the project's grading plans, which will ensure implementation and enforceability as required by the commenter. In addition the Mitigation Monitoring and Reporting Plan adopted by the Planning Commission on July 12, 2012, provide a mechanism for the City to enforce the mitigation measure. Specifically, the City may not issue a grading permit until this the measure is fully implemented.

Response to Comment B-38. The commenter opines that the proposed project will have significant individual impacts to GHGs not merely cumulative impacts. Project-related GHG emissions are not confined to a particular air basin but are dispersed worldwide. Consequently, it is speculative to determine how project-related GHG emissions alone would contribute to global climate change and how global climate change may impact the State. Therefore, project-related GHG emissions are not project-specific impacts to global warming but are instead the project's contribution to this cumulative impact. Project-related GHG emissions and their contribution to global climate change impacts in the State are less than significant and less than significant on a project specific basis because: (1) the project's impacts alone would not cause or significantly contribute to global climate change, and (2) the project has no substantial effect on consumption of fuels or other energy resources, especially fossil fuels that contribute to GHG emissions when consumed. However, project-related GHG emissions and their contribution to global climate change impacts are considered to be cumulatively considerable. (DEIR Section 4.3.6.1 Greenhouse Gas Emissions, Page 4.3-26)

Response to Comment B-39. Requiring LEED Gold certification is not a feasible requirement because LEED certifications can only be applied for not purchased. Specifying the project features that would minimize the climate change impacts is all that the EIR can reasonably do. In addition, the developer in the Planning Commission hearing on July 12, 2012 agreed to design the project to LEED Silver standards. Many green, energy-saving, sustainable upgrades required to achieve this standard have been added to the project including cool roofing, increased insulation, high-efficiency mechanical systems, low-consumption plumbing fixtures, concrete paving in lieu of asphalt, enhanced landscape/irrigation systems, stormwater filtration systems, LEED monitoring, commissioning, fees and processing costs. The inclusion of these features will result in approx. 55 points required to achieve the LEED silver award of 51 points minimum. The cost to design, construct and administrate the work to meet this standard will exceed $1,250,000 for this project. Adding further features in attempt to receive LEED Gold certification would result in a significant increase in the design and construction cost of the project. These additional costs would be passed onto the ultimate tenant or purchaser of the project resulting in a less competitive and economically-viable project.

Response to Comment B-40. The requirement specified in Mitigation Measure 4.2.6.3 A is that the project's energy efficiencies surpass applicable 2008 California Title 24, Part 6 Energy Efficiency Standards by a minimum of 20 percent. Since achieving this could be accomplished by many different combinations of project features, the bullet list of project features that would increase energy efficiency are not intended as an absolute list of measure to be implemented, but rather as examples of features that could assist in achieving the benchmark. The Commenter's comments regarding the wording of certain mitigation measures have been addressed above.

Response to Comment B-41. The reason carbon offsets are infeasible is that the carbon offset program is still in the development phases and it is unclear when it will be providing benefits, much less how this project could participate. This was explained in detail in Response to Comment E-54.

Response to Comment B-42. The nature of global climate change impacts is unlike all traditional environmental impacts. The traditional environmental impact analysis examines the project affects locally, meaning within a mile or two of the project site, or regionally, meaning within 50 to 100 miles of the project site. However, global climate change literally means global effects. Thus, while this EIR examines what the project effect on the local greenhouse generation might be, no one knows how this will combine with all the other world-wide changes, both increases and decreases, of GHG emissions to affect global climate. The Response sets forth facts demonstrating that carbon offset programs have not been sufficiently established to serve as a feasible mitigation measures.

Response to Comment B-43. A preliminary drainage study along with conceptual, preliminary grading plans are prepared during the environmental review and entitlement stage. It would not be practical, nor is it common practice, that final engineering plans and drainage studies be performed in the planning/environmental stages of a project. Preliminary drainage studies focus on identifying hydrology and water quality related impacts along with design parameters. Final drainage studies further examine hydraulics (analyzing street capacities and sizing storm drain pipes, etc.) using the design parameters established in the preliminary drainage studies.

Condition LD37 does not require that the hydrology study come to a specific conclusion, but rather establishes the design criteria where the 10-year storm flow shall be contained within street curbs and the 100-year storm flow shall be contained within the street right-of-way (the word right-of-way was omitted from the comment letter, but appears in the condition of approval). This is a standard requirement and design practice for streets to accommodate 100-year storm flows within street right-of-way. Condition LD37 is an acceptable, standard design practice which is consistent with the Riverside County Flood Control District Hydrology Manual.

Condition LD37 does not imply that additional mitigation measures may be required resulting from the final drainage study analysis, but rather that different drainage facilities/conveyance systems may be required to convey project flows. A street is designed not only to provide for vehicle transportation, but to convey storm water. By definition, a street is an open channel and a conveyor of storm water. If the street does not have enough capacity to carry 100-year storm flows, subsurface drainage improvements (catch basins and storm drains) are required. The City's additional requirement is to have one lane in each direction (inner lanes) on arterial streets without being underwater or flooded during 100-year storm events. When this criteria cannot be achieved, underground storm drain pipes are required to help carry the 100-year storm runoff.

Response to Comment B-44. As stated under existing conditions, land uses immediately adjacent to the project site are designated as commercial and industrial. The nearest existing sensitive receptors are rural residential units located approximately 1,000 feet to the north along Nandina Avenue, and residential uses approximately 0.77 mile southwest of the project site on the south side of Harley Knox/Oleander Avenue between Heacock Street and Patterson Avenue. The nearest residential units would be exposed to short term, intermittent, maximum noise level reaching 65 dBA Lmax, generated by construction activities on the project site.

The following standards are listed in the Moreno Valley Municipal Code in Chapter 11.80.030 Prohibited Acts (Title 11). Sound level limits are established for both continuous and impulsive (momentary) sounds. The City prohibits grading activities between the hours of 8:00 p.m. and 7:00 a.m. and prohibits construction activities from 8:00 p.m. to 6:00 a.m. during the week and between 8:00 p.m. and 7:00 a.m. on weekends and holidays.

The City's Municipal Code, Section 8.14.040.E, specifies the hours of any construction within the City to occur only as follows: Monday through Friday (except for holidays that occur on weekdays), 6:00 a.m. to 8:00 p.m.; weekends and holidays (as observed by the City and described in Chapter 2.55 of the Municipal Code), 7:00 a.m. to 8:00 p.m., unless written approval is obtained from the City building official or City engineer. According to the City's Municipal Code Ordinance 8.21.050, grading permit requirements, the hours are limited to between 7 am and 6 pm weekdays and 8 am to 4 pm on weekends and holidays.

The City's Municipal Code, Section 9.10.140, specifies that all commercial and industrial uses shall be operated so that noise created by any loudspeaker, bells, gongs, buzzers, or other noise attenuation or attracting devices shall not exceed 55 dBA at any one time beyond the boundaries of the property.

None of the sensitive land uses in the project vicinity would be exposed to "high" construction noise (above 65 dBA) from the project site. Since no significant construction noise impacts would occur, compliance with the City's construction hour regulation is sufficient for the project to be considered to have a "less than significant" construction noise impact.

For clarification purposes the developer agrees to amend MM 4.9.6.1D, if the City Council agrees as follows:

4.9.6.1D During all project site construction activities, the construction contractor shall limit all construction ~~related activities that would result in high noise levels~~ to between the hours of 6:00 a.m. and 8:00 p.m. on weekdays and between the hours of 7:00 a.m. to 8:00 p.m. on weekends and holidays, unless written approval is obtained from the City Building Official or City Engineer. For grading activity, the hours are limited to between 7 am and 6 pm weekdays and 8 am to 4 pm on weekends and holidays.

Response to Comment B-45. The 3 dBA increase was not listed in the Thresholds of Significance section of the noise study. It was mentioned under the Measurement of Sound section to identify as the beginning of an "audible" noise level change. In the Long-Term Traffic Noise Impact section, it was stated that "It takes doubling of the traffic volume to have a 3 dB increase in traffic noise." and "project-related traffic noise level increases would be 0.8 dBA or less along all roadway segments analyzed. This range of noise level changes is small and is not perceptible by the human ear. Therefore, no significant traffic noise impacts would occur on off-site land uses from implementation of the proposed project." Therefore, the noise impact study identified that project-related traffic noise level increases would be small and considered less than significant, because all increases would be less than the audible change. There is no such statement in the technical noise impact study report. Again, our responses pointed out that we did not use 3 dBA as a threshold. It is used only to describe that, to result in such an increase, the sound source would need to generate two times the sound volume (energy).

Response to Comment B-46. Since the proposed project, an industrial warehouse, is not a noise-sensitive land use, the use of hard-site in the traffic noise modeling would not affect the conclusion that the proposed project would be significantly impacted by traffic noise. For off-site land uses, the only determining factor is whether project-related traffic noise level increase would significantly impact these land uses. As shown in the noise study, project-related traffic noise level increases would be 0.8 dBA or less, which is small and not perceptible by the human ear. No land uses in the project's immediate vicinity would experience traffic noise level exceeding the City's noise standard for commercial or industrial land uses as a result of the proposed project. The proposed project is not responsible for any off-site sensitive land uses that are more than 1,000 feet away and are already exposed traffic noise exceeding the City's

land use noise standards. Please see Response to Comment B-48, which pointed out that the City's Municipal Code on the noise standards as "restricts noise levels above 55 dBA at night and 60 dBA during the day in residential areas, when measured at a distance of 200 feet or more from the real property line of the source of the sound…" The residences closest to the project site are more than 1,000 feet from the site and are at a distance "more than 200 feet" from the site; therefore, the existing residence would not be subject to noise levels that exceed the City's Municipal Code.

Response to Comment B-47. Please refer to the Response to Comment B-46 for the reason that no significant traffic noise impacts would occur on the proposed project and land uses in the immediate vicinity of the project site. Similar to the hard site/soft site scenarios, the increase in the truck percentage in the vehicle mix would proportionally increase the traffic noise in the project vicinity, but would not result in any significant traffic noise impacts as discussed in the Response to Comment B-46 above. The analysis factored in that half of the project-related vehicle trips are trucks, but the 1,365 daily trucks would be a percentage of the total (existing or future projected) trucks on roadways used by the project trucks. Given that there needs to be a doubling in truck volumes to add 3 dBA to the existing roadway noise, a (small, or less than 50 percent) percentage increase in truck volumes would add less than 1 dBA to the total traffic noise level. Therefore, it would not be perceptible by the human ear in an outdoor environment.

Response to Comment B-48. Please refer to the responses to comments D-46 and D-47 for the reason that no significant (operational) noise impacts would occur as a result of the proposed project. In addition, the City's Municipal Code, Table 11.80.030-2, Maximum Sound Levels for Source Land Uses states, "restricts noise levels above 55 dBA at night and 60 dBA during the day ***in residential areas***, when measured at a distance of 200 ft or more from the real property line of the source of the sound if the sound occurs on privately owned property, …" (Emph. added.) Therefore, it is clear that the City's Municipal Code specifically indicates that measurement of the source noise levels would be "*at a distance of 200 ft or more from the real property line of the source of the sound*". It is important to keep in mind that this project is not located in a residential area. For this project, the nearest residential area is a distance of 1,000 feet or more from the project (sound source) site. Evaluating the noise level at the nearest residential uses meets the City's definition specified in the Municipal Code. The project is compliance with all City Code requirements.

Response to Comment B-49. The nearest existing sensitive receptors are rural residential units located approximately 1,000 feet to the north along Nandina Avenue, and residential uses approximately 0.77 mile southwest of the project site on the south side of Harley Knox/Oleander Avenue between Heacock Street and Patterson Avenue. The nearest residential units would be exposed to short term, intermittent, maximum noise level reaching 65 dBA Lmax, generated by construction activities on the project site. None of the sensitive land uses in the project vicinity would be exposed to "high" construction noise (above 65 dBA) from the project site. Since no significant construction noise impacts would occur, compliance with the City's construction hour regulation is sufficient for the project to be considered to have a "less than significant" construction noise impact.

Response to Comment B-50. Even though the source handbook was published in 1987, many of the later journals and papers continue to reference the same resources that were used in the 1987 handbook. There are no government adopted construction equipment noise levels for use by the general public. The FHWA Highway Traffic Noise Construction Noise Handbook, which includes noise emission levels for several construction equipment was taken from the EPA Report – EPA 550/9-76-004. This report was published in 1976. The same document also cited FTA Transit Noise and Vibration Guidance Handbook on construction equipment noise, and it referenced back to the EPA Report as well. In the reference section of the Highway Traffic Noise manual, Special Report – Measurement, Prediction, and Mitigation, all references listed are dated from 1971 to 1976 which are older than the 1987 handbook that was used. Since the U.S. EPA has not conducted addition research or provided updated noise emission levels for off-road equipment, noise levels identified in the 1987 handbook are considered the most conservative and reliable noise emission levels by the industry.

Response to Comment B-51. Please refer to the Responses to Comments B-44 through B-50 for the reasons that the proposed project would not result in any significant noise impacts. Therefore, compliance with the City's Municipal Code construction hours would be sufficient for the project to have a "less than significant" noise impacts.

Response to Comment B-52. Carlos Rodriguez with the Moreno Valley Fire Department stated Appendix B of the Fire Code allows local fire departments to reduce standard fire flow volumes to fire hydrants serving a building by up to 75 % if that building has sprinklers. They looked at the project plans and determined a 50% reduction would be appropriate and would still provide an adequate level of fire protection. The Project has been designed with sprinklers so the reduction in fire flow volumes is appropriate.

Response to Comment B-53. The TIA does not claim that Harley Knox Boulevard is the only truck route that will be used by the project. Trucks are also likely to use Ramona Expressway, Heacock Street, and Perris Boulevard, and the TIA analyzes those streets with trucks from the project included in the project trips. Harley Knox Boulevard is referred to as the "primary truck route" because approximately 60 percent of project trucks are anticipated to use Harley Knox Boulevard. Figures 1 and 2 are attached to the responses which show the City's designated truck routes (Figure 1) and the truck routes and percentages of trucks that will use those routes as analyzed in the project TIA.

Response to Comment B-54. The project traffic study discusses impacts of the project vehicles routing. As stated in FEIR, Response to Comments E-18 and E-19, the TIA prepared for the project and included in the DEIR analyzed the proposed project's impacts to area roadways. It should be pointed out that the DEIR is a summary of the TIA, which is factually a part of the EIR administrative record. In addition, Table 4.5.D in the DEIR clearly presents the estimated number of trucks projected from the proposed project. Figures 8 and 9 in the TIA show the passenger vehicle distribution and truck distribution, respectively, for the proposed project's passenger cars and trucks. Due to the fact that this information is readily available in the DEIR appendices, commenter's allegation that such specific information/data regarding the exact number of project added trucks is not presented in the EIR is incorrect.

The CEQA Guidelines Section 15355(b) states *"The cumulative impact from several projects is the change in the environment which results from the incremental impact of the project when added to other closely related past, present, and reasonably foreseeable probable future projects."* CEQA does not require that certain years be analyzed, provided other closely related past, present, and reasonably foreseeable probable future projects are considered. Although the EIR analysis of traffic impacts uses a "year 2013" time horizon in reference to the 2013 cumulative analysis, year 2013 is simply a naming convention. The analysis has met the cumulative requirements set forth by CEQA by considering other closely related past, present, and reasonably foreseeable probable future projects and therefore provides an adequate cumulative analysis of cumulative traffic impacts.

Response to Comment B-55. Caltrans Traffic Study Preparation Guidelines require analysis of freeways if a project adds more than 100 two-way peak hour trips on their facilities. The comment asserts that 10 percent of project trucks using the SR-60 could create impacts. This allegation is incorrect. The following discussion explains why the impacts to SR-60 are considered less than significant.

The project trip generation is 113 trucks during the p.m. peak hour, and would mean that the project would add, on an average, less than 14 trucks during the peak hour on SR-60. Existing traffic volumes on the SR 60 is approximately 9,000 vehicles during the peak hour, with approximately 11 percent trucks. This translates 990 trucks on the SR-60 during the peak hour under existing conditions. The project is forecast to add 14 trucks, or less than 1.5 percent to the truck traffic on the SR -60. Furthermore, if the total project traffic is considered, the project is likely to add about 40 Passenger Car Equivalency (PCE) trips to the SR-60. Compared to the existing PCE volume of 10,500 on the SR-60, the percentage change to traffic volumes due to this project is 0.4 percent. In addition, it is worth noting that Caltrans in their Draft EIR comment letter did not comment on any inadequacy of the traffic study scope of work.

Response to Comment B-56. The traffic volumes on the I-215 did not change significantly between 2007 and 2009. In 2009, the AADT was 124,000 whereas in 2007 it was 125,000. Therefore, changing the analysis year from 2009 to 2007 would not change the findings of the analysis.

Response to Comment B-57. The commenter's original Comment D-92 states that where "there is an environmentally superior alternative that significantly decreases the significant impacts of the Project then that Alternative must be approved rather than the Project..." As stated in the FEIR, Response to Comment D-92, the significant and unavoidable project impacts associated with GHG emissions and traffic cannot be reduced to less than significant through reduction in the size of the project as envisioned by the Reduced Intensity Alternative. Although the significant and unavoidable project impacts associated with air quality can be eliminated if the project is reduced to approximately 90,000 square feet (based on a linear reduction in the project's 990 pounds per day of operational NO_x emissions to below the 55 pounds per day threshold), such a reduction in the size of the project would be unreasonable. As such, the environmentally superior alternative (Alternative 2 Reduced Intensity Alternative) does not significantly decrease the significant air quality impacts of the project. The Reduced Intensity Alternative would, to some degree, realize the Project Objectives. However, because the scale of the development would be diminished under this Alternative, the resulting generation of sales tax, the number of jobs created, and potential second tier economic benefits to the City and region (e.g. wholesale/retail support sales; temporary and long-term construction jobs, and facilities maintenance employment opportunities) would likely be reduced when compared to the Project. Also refer to Response to Comment B-6.

Response to Comment B-58. The commenter's request to deny the project and deny certification of the FEIR was provided to the Planning Commission for their consideration at their July 12, 2012 public hearing on the project. The Commission unanimously rejected the requests.

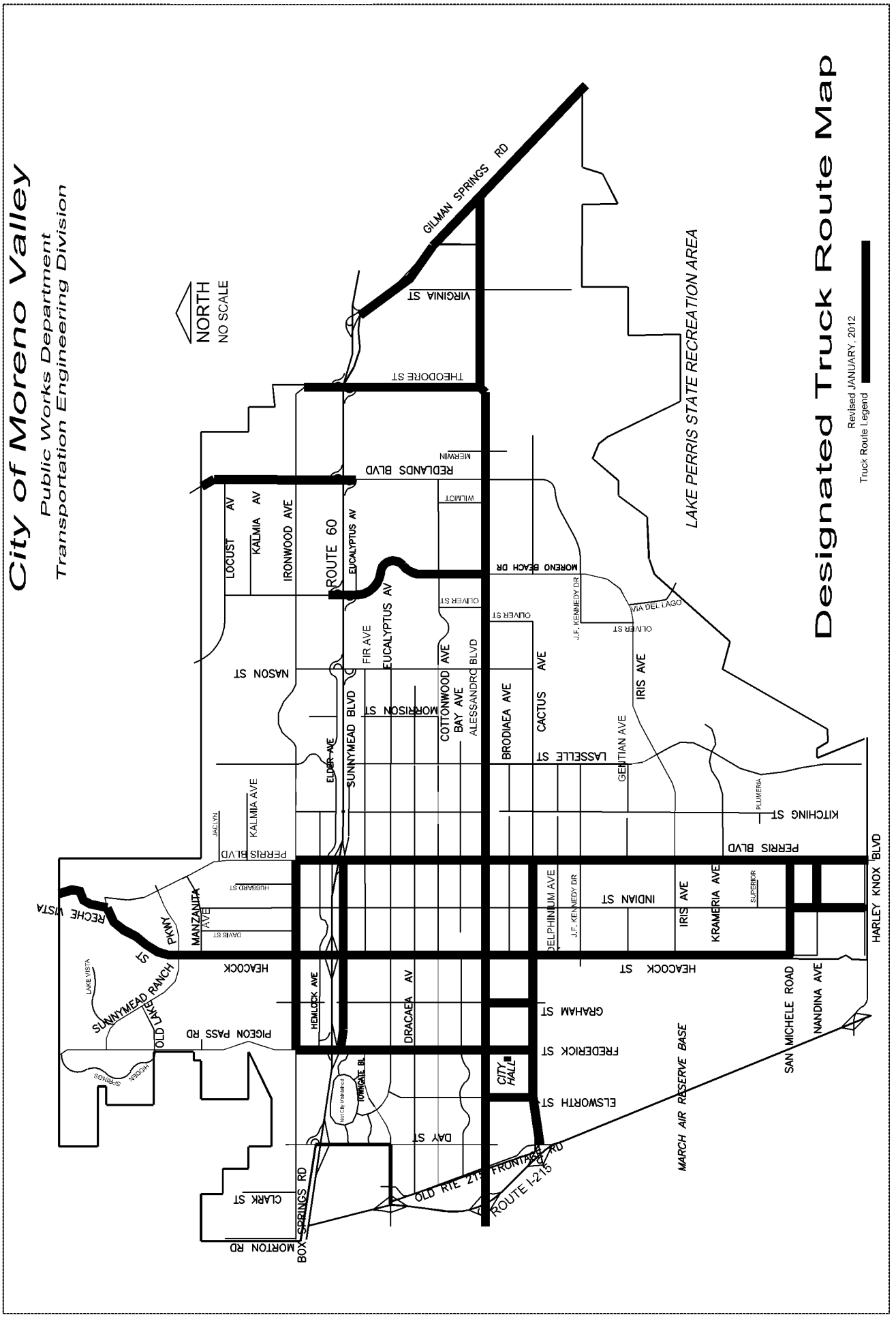

FIGURE 1

VIP Moreno Valley

City of Moreno Valley Truck Routes

LSA

SOURCE: City of Moreno Valley, 2012

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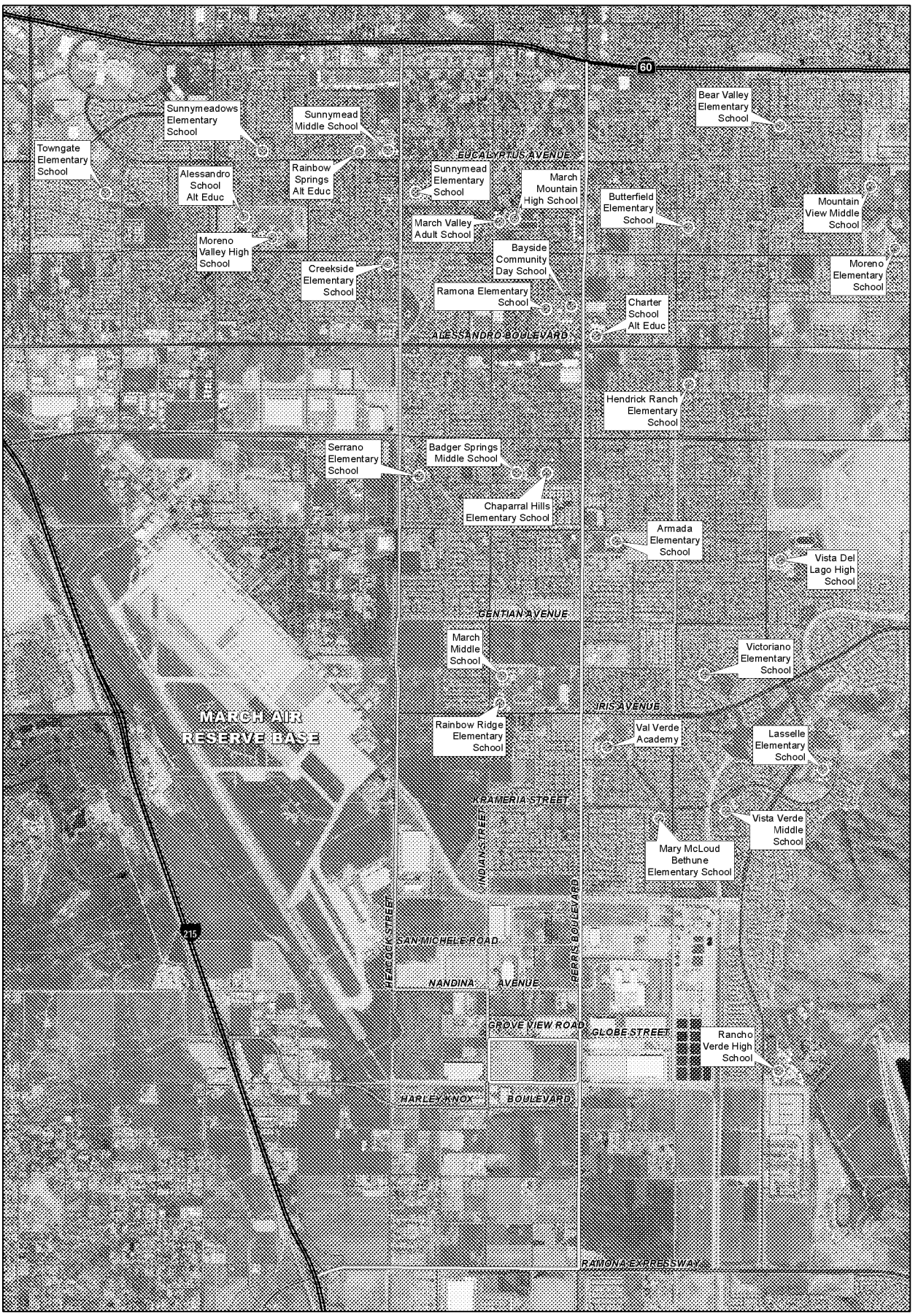

LSA

FIGURE 2

Project Location

Schools

Truck Trips

10%

15%

60%

N

0 1,300 2,600

VIP Moreno Valley

Truck Routes Analyzed in the Traffic Study

2011, Val Verde Unified School District, 2012; Moreno Valley rict, 2012.

.mxd (09/11/12)

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July 25, 2012

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VIA FACSIMILE AND US MAIL

RE: Appeal of the Planning Commission Decisions Approving Vogel Industrial Park (VIP) Moreno Valley Project: July 12, 2012 Public Hearing Item 1, P11-090, PA09-0004, and PA09-0022, TPM 36162, and all associated approvals.

Greetings City Council:

By this letter, Residents for a Livable Moreno Valley and Sierra Club hereby appeal the Planning Commission decisions approving the VIP Moreno Valley Project, PA09-0004, PA09-0012, TPM No. 36162, and all associated approvals taken on July 12, 2012.

The basis for the appeal is that the environmental review undertaken for the project was procedurally and substantively inadequate. The EIR is inadequate as it fails to comply with the requirements of CEQA by inadequately analyzing impacts pertaining to, at least, agriculture, air quality, aesthetics, biology, cultural resources, geology, hydrology, GHGs, and transportation, among others. The EIR fails to adopt all feasible mitigation measures and ensure that mitigation measures are fully enforceable through permit conditions, agreements, and/or other legally binding instruments. (State CEQA Guidelines § 15126.4(a)(2)). Despite extensive commentary that not all feasible mitigation was adopted and that mitigation was vague, uncertain, and unenforceable, the FEIR fails to make needed changes to these measures. The findings made by the City and statement of overriding considerations adopted for the project are also unsupported by the record.

In addition to these grounds for appeal, Residents for a Livable Moreno Valley and Sierra Club hereby incorporate all comments previously made concerning this project and ask that they additionally be considered as the bases for this appeal.

Thank you in advance for your consideration of this appeal and please advise me of the hearing date for the appeal upon its being scheduled.

Sincerely,

Raymond W. Johnson
JOHNSON & SEDLACK

size of the lot; so that would be about 70 percent of open space. Now of course people put in pools and they do other things, but let's say even 50 percent of a residential lot would be open space; it would be grass or dirt or something you know, but it wouldn't be rooftop.

I don't think you are going to have anywhere near 50 percent open space in what Highland Fairview is proposing down there and I think maybe you need to look at that in perspective. I personally would prefer homes down there. I think we as residents need to stop just saying no, no, no, to warehousing. We need to give you a plan that we think would work better in that area and I think you need to have mixed use. I agree with warehousing or some type of commercial against the freeway. I think putting homes against the freeway is a mistake, but I also think that turning that entire area into a warehouse only area is wrong because then you are almost encircling the City of Moreno Valley on two sides by that type of development. So I'm looking at maybe we offer another alternative to what Highland Fairview is proposing and I know it is going to come before you okay at some point in time. Thank you very much.

CHAIR VAN NATTA – Thank you for your comments. Are there any other members of the public who had comments at this time? If not I'm going to close the Public Comments Section here and we will move on to our first Agenda item.

NON-PUBLIC HEARING ITEMS

PUBLIC HEARING ITEMS

1. Case Number: P11-090
PA09-0004
PA09-0022

Case Planner: Jeff Bradshaw

CHAIR VAN NATTA – Our Case Planner is Jeff Bradshaw. Would you like to give us an overview please?

PLANNING OFFICIAL TERELL – Jeff is on vacation today, so Chris Ormsby who has been working with Jeff in a supervisory manner will be taking care of the report today.

CHAIR VAN NATTA – Okay, Mr. Ormsby please; thank you.

SENIOR PLANNER ORMSBY – Thank you Chair Van Natta and members of the Planning Commission. The Staff has distributed several documents and letters for your consideration. I just wanted to go over those before I present.

You should each have a hard copy of the Facts, Findings and Statement of Overriding Considerations. You should have also received a copy of that earlier in the week as well. I believe that was my email. In addition, a memo has been provided dated July 12th, with regards to revised Special Districts Conditions. There are also two others; one from the Sierra Club San Gorgonio Chapter, dated July 11th, 2012 which was emailed earlier today and also we provided the hard copy and then also a letter from Johnson and Sedlack, dated July 12th, which was distributed this evening and finally there is a modified Mitigation and Monitoring Program which has also been distributed. Towards the end of my presentation, I will have Lynn Calvert-Hayes, Principal with LSA Consultants who prepared the EIR, provide some comments on the modifications to the Mitigation Monitoring Program that was distributed this evening and possibly comments on a least one of the other letters that were distributed as well. So, let me go ahead and provide the presentation of the project itself.

The proposed project is a 1,616,313 square foot warehouse distribution building. The building will include a total of approximately 44,000 square feet of business office space for the management of the warehouse. It is located on 80 acres and is located on the south side of Grove View Road southerly to the City Limits. The project is located between Perris Boulevard and bounded by Indian Street to the west. In addition to the Plot Plan, there is a Tentative Parcel Map 36162 which combines the four existing parcels into one single 80 acre parcel and that can be seen on the exhibit on the far right on the board.

An Environmental Impact Report was prepared for the project. The Draft EIR was circulated for a 45 day period from April 20th, 2012 and ended on June 4th, 2012. The Draft EIR was also sent to all required State and local agencies; also was presented to the City's Environmental and Historical Preservation Board and provided to other interested parties. Eight comments letters were provided during the 45 day review period. There were two additional letters received after that period. The response to comments prepared by the consultant, included all 10 letters, which have been incorporated into the Final EIR and in addition to that, of course the two letters that were provided tonight. With regard to availability of the documents as with the Draft EIR, the Final EIR was provided for public review at City Hall, the City Library and posted on the City's website.

So with that, then Staff would recommend the Planning Commission take the following actions; Approve Resolution No. 2012-16 and certify the EIR for VIP Moreno Valley Project completed consistent with California Environmental Quality Act and to Approve Resolution No. 2012-17, approving Plot Plan PA09-0004 and Tentative Parcel Map 36162 subject to the attached conditions of approval included as Exhibits A and B and before we actually turn it back over to the Planning Commission, we'd like to invite Lynn Calvert-Hayes with LSA, the Environmental Consulting firm to provide some comments.

SPEAKER CALVERT-HAYES – Good evening. Thank you for having me here today. It is a pleasure on this nice steamy day. It is nice and cool in here though. I had provided you with a Mitigation Monitoring Plan that was updated for today and we found in going through the letters from Johnson and Sedlack and from the Sierra Club that some of the mitigation measures that were in the errata in the final did not make it appropriately into the Mitigation Monitoring Plan and there were just a couple of them.

The first one is on page 2 and what I did so that you can see the changes; the new language is double underlined and anything that is being deleted is struck out; so on page 2, under the monitoring frequency for the first mitigation measure, we added "during construction" and then I believe the next one is on page 17; excuse me it is on page 10. This is mitigation measure 4.2.6.3a. It starts on page 9 and follows on page 10. There was language struck out in that mitigation measure in consistency for the errata for the Final EIR. On page 17, the mitigation measure for cultural resources; cultural resource CUL1; there is language in the middle of that first paragraph that has been struck out. It was in response to comments to the original Johnson and Sedlack letter and it was also in the errata. I believe that was about it. Please bear with me, this is pretty long. Yeah, I think that was it. Yes, it was just the mitigation measures that were changed to be consistent with what is in the Final EIR. We also received this… the City received two letters; one from Johnson and Sedlack early this afternoon by email and also one from the Sierra Club and the gist of the letter is responding to the responses the City made on the original letter sent on the Draft EIR and at this point in time the Applicant would like to take additional time to respond to these letters in writing so that we can have the appropriate information in the public record, so we ask at this time if we could do that as far as the public record is concerned. Is that okay?

PLANNING OFFICIAL TERELL – I'm not quite sure I understand. Did they want to continue the Hearing or …

SPEAKER CALVERT-HAYES – I think it is going to have to take that to be able to respond to these. There are comments in not so much in the Sierra Club letter, but in the Johnson and Sedlack letter they are asking for changes to the mitigation measures and since we didn't have time today because of the timeframe, the Applicant is not comfortable making those changes without talking about it.

PLANNING OFFICIAL TERELL – Okay, well what we would normally do is go through… we've obviously given the Staff Report. We have the Public Hearing… well actually first of all the Applicant can come forward and make their presentation and then we have the Public Hearing and then at the time the Applicant comes up they can put that formal request on the record and then the Planning Commission can consider that after the close of the Public Hearing.

SPEAKER CALVERT-HAYES – We also have with us today Ron Brugger who is also with LSA that prepared the Air Quality Greenhouse Gas Emissions and Health Risk Assessment and Tony Chung who prepared the Noise Analysis and Sandipan Bhattacharjee who prepared the Traffic Study, so if you have any questions please feel free to bring those people to help you answer.

CHAIR VAN NATTA – Do we go to the Public Hearing?

PLANNING OFFICIAL TERELL – Well at this time it is just to see if the Commission has any questions of Staff and that would extend to the environmental team; if you had any particular questions in advance of hearing the public testimony, otherwise you can go to the Public Hearing.

CHAIR VAN NATTA - Is everybody okay with going forward to the Public Hearing? Does anybody have any questions prior to that?

VICE CHAIR SALAS – I have one. This is allowed by right; isn't this area zoned for this out there?

SENIOR PLANNER ORMSBY – That's correct. It is consistent with the General Plan, zoning, and Specific Plan.

VICE CHAIR SALAS – Okay, thank you.

CHAIR VAN NATTA – Okay at this time I am going to open up… Oh, you had a question also?

COMMISSIONER OWINGS – I do… if I could direct it to the Staff. John would it be appropriate at this point to ask the Applicant in terms of we've all seen and read the Sierra Club letter dated July11th. Would it be appropriate at this point to ask questions of the IR Consultants to specific topics in that letter?

PLANNING OFFICIAL TERELL – Yes of the environmental team; that would be appropriate. We wouldn't be asking the Applicant, but yes the…

COMMISSIONER OWINGS – So I think it would be appropriate for us to do some questioning at this point prior to hearing the Applicant.

CHAIR VAN NATTA – Right, okay. If you have questions prior to the Public Comment, go ahead.

COMMISSIONER OWINGS – Excuse me was your name Lynn?

SPEAKER CALVERT-HAYES – Yes

COMMISSIONER OWINGS – My name is Tom Owings. How are you?

SPEAKER CALVERT-HAYES – I'm great

COMMISSIONER OWINGS - Have you had an opportunity to review the Sierra Club letter of July 11th?

SPEAKER CALVERT-HAYES – Yes, yes I have

COMMISSIONER OWINGS – Do you feel comfortable answering questions?

SPEAKER CALVERT-HAYES – I can try; if not we do have our technical experts here if you need them to answer.

COMMISSIONER OWINGS – Do you have it in front of you right now?

SPEAKER CALVERT-HAYES – Yes I do

COMMISSIONER OWINGS – I intended to ask these same questions of the Sierra Club if they have a representative here, so I don't know who is going to speak on their behalf, but in terms of paragraph one, I just wanted to go through it in terms of paragraph by paragraph, so if we could just look at paragraph one there is a comment there in terms of the EIR in terms of Spanish language versions etc. Do you have a comment in response to the Sierra Club's criticism in paragraph one of the City's failure to write everything in Spanish to allow many who feel disenfranchised within our community to participate in public review process, quote unquote?

SPEAKER CALVERT-HAYES – Well you know that is up to the City as to what their policies are. It is not required by CEQA or by the State of California, but it is a City by City policy.

COMMISSIONER OWINGS – In that same paragraph, the Sierra Club quotes a New York Times article. Have you had an opportunity to review that article?

SPEAKER CALVERT-HAYES – No

COMMISSIONER OWINGS – "In paragraph two; you should require all warehouses to have their roofs covered with solar or at least built to standard which would support future installation of solar panels" (quoting from July 11th Sierra Club letter). Do you have any idea what would add to the cost of the development of this particular project?

SPEAKER CALVERT-HAYES – No I don't, but I'm sure the Applicant can answer that question for you.

COMMISSIONER OWINGS – It goes on to say that it would be in the Applicant's best interest to do that because he could sell the power to the Edison Company.

Could I ask you can you think of any reason that if it was in the benefit of the Applicant that they wouldn't do it if it was financially in their best interest; is there any reason you can think of that they would not do it?

SPEAKER CALVERT-HAYES – I can't answer that. Again that is a question for the Applicant.

COMMISSIONER OWINGS – But from your experience in this realm, can you think of any reason why an Applicant theoretically would not avail himself of benefits that would be in his financial best interest?

SPEAKER CALVERT-HAYES – I would assume that if it is in his financial best interest; yes, but you know when you are building a building, there are certain cost parameters, so I'm sure they have their economics that they have to follow.

COMMISSIONER OWINGS – Moving on to paragraph three, "the Sierra Club does not believe the greenhouse gas emissions and climate change have been reduced to less that significant" (quoting from letter). Can you comment on that?

SPEAKER CALVERT-HAYES – Well the Draft EIR and also the Final in responding to all the comments; there is mitigation in the EIR; the Draft as well as there is revised mitigation in the Final that the City has determined that yes it mitigates the impacts of the project to less than significant for greenhouse gas emissions and global climate change, however cumulatively there is a significant and unavoidable effect.

COMMISSIONER OWINGS – On paragraph four, "the City of Moreno Valley needs to replace the phrase exceeding 'the 2008 California Buildings Codes, Title 24 Energy Standard' with exceeding the current California Building Codes, Title 24 Energy Standards 'at time of construction'" (quoting from letter). Do you have any comment on that first of all and then second of all, is it the City's priority on which standard to use during the course of this EIR and what are the differences between the two standards; 2010 and 2008 and are they in your opinion material differences?

SPEAKER CALVERT-HAYES – I will bring Ron Brugger forward to answer that question for you. He is the greenhouse gas emissions technical expert and he can explain to you what the differences are to the extent feasible.

COMMISSIONER OWINGS – Thank you

SPEAKER BRUGGER – Good evening Commissioners. My name is Ron Brugger. I am not an expert on Title 24 differences but I can speak about the fact… the first sentence in that paragraph talking about references to the 2008 building code in particular is a hold over. I mean in general, the section specifies that 2010 building codes would be complied with and this reference to 2008 is an

error, so it should be 2010… it should be; in fact the language as suggested, not even mention the year but use current, is probably a good recommendation, so that part of that is probably a good recommendation to make.

COMMISSIONER OWINGS – So in your opinion, is this a point that needs to be addressed or has it already been addressed.

SPEAKER BRUGGER – It's a point that needs to be addressed. As far as I know it hasn't. This one reference; there are other references in the document to the building code compliance. It does not say 2008, so this is just …

COMMISSIONER OWINGS – It was my understanding from your testimony that the 2010 edition is the standard by which you are comparing. Is that correct or did I misunderstand?

SPEAKER BRUGGER – No 2010 is certainly the current standard and it is what the project will have to comply with.

COMMISSIONER OWINGS – So in effect, this is a concern by the Sierra Club that is not a concern.

SPEAKER BRUGGER – I would say that is a good way to put it; yes.

COMMISSIONER OWINGS – Thank you. Paragraph 5, "The Planning Commission needs to read or hopefully re-read concerns and suggestions in the letters submitted by Ray Johnson and George Hague to the VIP Draft EIR. Then require more of their suggestions of this massive warehouse project" (quoting from letter). So in that particular paragraph; paragraph 5, can you please comment.

SPEAKER CALVERT-HAYES – I'm not exactly sure what the question is. The letters that were submitted by Sierra Club and by Ray Johnson are contained in the Final EIR and the response to comments that are lettered D and E and as you can see in the Final EIR, the responses were quite robust and hefty.

COMMISSIONER OWINGS – Specifically here at the end of this paragraph, it says "It is the time the City works to protect the air quality we all breathe and of which we all have no choice. Smartway Carriers of 1.25 needs to be the goal of 90 percent for long haul trips carried by Smartway if this project is serious about reducing its environmental impacts instead of the lower 1.00" (quoting from letter). Could you comment on that criticism?

SPEAKER CALVERT-HAYES – There is a mitigation measure in the document. I don't have it in front of me. There is mitigation in the document for Smart Way and I'm not sure without pulling out that mitigation measure whether or not it

reduces or it meets the 1.25 or 1 and I'm not sure why they are asking for a higher number. They don't justify why they are asking for it.

COMMISSIONER OWINGS – In your opinion without getting into too much detail, but is it your opinion or could you offer an opinion as to when it says we need to work to protect the quality of air we breathe of which we have no choice. Would the standard that you are currently meeting in the EIR protect the air we breathe sufficiently?

SPEAKER CALVERT-HAYES – Well the mitigation; the Applicant is implementing mitigation that is reducing the effects of air quality and of course for operational air emissions the issue is the type of fuel we use and until that is changed, then you know we are going to have additional air quality emissions.

COMMISSIONER OWINGS – Could you briefly describe the mitigation the Applicant is going to provide?

SPEAKER CALVERT-HAYES – Well there is mitigation in the document for construction emissions especially during grading to reduce the particulate emissions. There is mitigation that is in the document that not only reduces air quality but also reduces greenhouse gas emissions for the actual construction materials that are used in the building and the type of building that is built, as well as requiring that the trucks are cleaner and they follow certain truck routes that are closer to the freeways than going through residential neighborhoods and by schools and so forth, so there is adequate mitigation in the document to reduce air quality effects.

COMMISSIONER OWINGS – Again in going back to paragraph 5, would it fair to say that this paragraph mainly involves the construction period of the project; this comment?

SPEAKER CALVERT-HAYES – No I would assume they are talking about air quality during construction, operation of the building and the air quality emissions that are affected by the vehicles.

COMMISSIONER OWINGS – The only suggestion that they offer is to require tier three construction equipment instead of tier 2 as the developer wishes to use. Would that sentence not indicate that this paragraph is focusing on the construction period?

SPEAKER CALVERT-HAYES – It could; yes.

COMMISSIONER OWINGS – And would that then; would it be fair to say that the concern of the Sierra Club here is a temporary concern; that after construction it would no longer be a valid concern?

SPEAKER CALVERT-HAYES – I don't know. I don't want to… well the last sentence is talking about the trips that have to do with the trips the trucks are taking, so that is more of an operational effect; it could be both.

COMMISSIONER OWINGS – It could be both…and the mitigation that you described earlier addresses both.

SPEAKER CALVERT-HAYES – Yes

COMMISSIONER OWINGS - Okay moving on to paragraph six, here "The Justin Adams AG report fails to analyze the impacts of losing agriculture land on raptor foraging" (quoting from letter). To the best of your knowledge, were there any crops being raised on this land?

SPEAKER CALVERT-HAYES – No, this particular parcel has been fallow since August of 2005. It was used as a sod farm. They were farming sod prior to that point. I don't know what the actual history is beyond that point, but no.

COMMISSIONER OWINGS – But to your knowledge, in recent times there have been no agricultural use.

SPEAKER CALVERT-HAYES – No there is no agricultural since 2005

COMMISSIONER OWINGS – So was there any attempt to ascertain the effects of raptor foraging?

SPEAKER CALVERT-HAYES – Well the study that was done had to do with the effects of losing ag-lands and not… the loss of ag-lands for raptor foraging has to do with a biological effect and not the effect of losing the production of ag-land and that is what those two studies are that are in the appendices to the Final EIR.

COMMISSIONER OWINGS – So could you comment on the criticism that is offered by the Sierra Club in paragraph 6? Is it valid or not valid?

SPEAKER CALVERT-HAYES – I don't think it is valid as far as that ag-report having to discuss that effect; that is a biological effect.

COMMISSIONER OWINGS – It goes on in paragraph six to say that the report fails to analyze the impacts of importing food on greenhouse gases, global warming and air quality (paraphrasing from July 11 Sierra Club letter). Do you think there is a significant impact to the greenhouse gas effect for the required importing of food from land that was fallow from 2005?

SPEAKER CALVERT-HAYES – No, especially since what was being farmed on that site was sod; it wasn't food… it wasn't a food product for human beings.

COMMISSIONER OWINGS – You know it goes on in that paragraph to say it is therefore still an important area of employment? Do you have any idea how many people were employed in growing sod?

SPEAKER CALVERT-HAYES – No I don't

COMMISSIONER OWINGS – Do you believe it to be a large number or small number?

SPEAKER CALVERT-HAYES – I wouldn't think it be large

COMMISSIONER OWINGS – Okay, going on to paragraph seven…I believe they need to insert a word in the first sentence. I think there is a typo there. "The Sierra Club believes significantly more needs to be required…; more of what I'm not sure for this project to make it have less of an impact on… I guess it is correct grammatically on both the environment and the health of those in the Moreno Valley region. The direct impact and cumulative impacts can be further reduced with proper conditions of approval. Do you have any idea what those proper conditions of approval would be?

SPEAKER CALVERT-HAYES – No they don't state what they are.

COMMISSIONER OWINGS – It goes on to say that in a letter that I just saw from the law firm, it talks about gold LEED certification, but in this letter it talks about silver LEED certification. From your experience isn't it impossible to build a silver LEED certified building? Isn't it that you build a lead certified to the standards of LEED certification and then one year later the building would be certified, but isn't it technically impossible to build a LEED certified building?

SPEAKER CALVERT-HAYES – It is my understanding that building a LEED certified that is greater than just the standard lead certification for warehouses is difficult because of what is being asked.

COMMISSIONER OWINGS – But isn't it the procedure in LEED certification that you build it to their building specifications and then a year later it is certified.

SPEAKER CALVERT-HAYES – I'm not sure to be honest with you.

COMMISSIONER OWINGS – It is impossible to predict whether you will get certification; correct?

SPEAKER CALVERT-HAYES – Correct

COMMISSIONER OWINGS – Thank you. When is Moreno Valley going to raise the needs of its residents? Last fall the City of Riverside approved a warehouse

with a gold LEED certified building. Isn't that an incorrect statement? It has not been certified as gold has it?

SPEAKER CALVERT-HAYES – As far as I know that is correct.

COMMISSIONER OWINGS – Thank you. So, thank you very much, that concludes my questions.

SPEAKER CALVERT-HAYES – Thank you.

CHAIR VAN NATTA – If I may I just have kind of a general question for the greenhouse expert; if he would come back forward. Tell me your name again please.

SPEAKER CALVERT-HAYES – It is Ron Brugger

CHAIR VAN NATTA – I'm not nearly as technical as some of the other Commissioners on this panel, but I just have a general question that comes to mind. If you have an 80 acre site and you build a single 1.6 million square foot building on it or you put 6 houses per acre, so you would have 480 homes and 960 cars coming and going at about 2,000 people living there, which project is going to have more impact on the environment?

SPEAKER BRUGGER – Are you asking which will have more of an impact on greenhouse gases? I mean that part of the impact?

CHAIR VAN NATTA – Yes

SPEAKER BRUGGER – It is not a very straightforward… there are a lot of factors that go into the greenhouse gas emissions. One of them is the energy required to keep the building either heated or environmentally heated or cooled, whatever is required and with a large warehouse that certainly takes a lot of energy, but with a large number of homes, each one of them being a separate island if you will and with the summers or whatever, a lot of air conditioning is required, so probably a lot more energy will be required for keeping; what is the number; 480 homes…

CHAIR VAN NATTA – If you are figuring at six houses per acre.

SPEAKER BRUGGER – Okay, then typical warehouses are typically not kept that cool; maybe the office space, but not the entire warehouse and I speak of energy… when you are generally talking about greenhouse gas emissions one of the very direct correlations is how much energy is required by a project. Energy translates very directly to greenhouse gas emissions or CO 2 emissions, so they are often used interchangeably when you are talking about greenhouse gas impacts.

CHAIR VAN NATTA – It might just be an urban legend, but somebody told me that 80 acres of dairy farm actually creates more greenhouse gas

SPEAKER BRUGGER – There would be a lot of methane. Yeah, well it is not zero.

CHAIR VAN NATTA – Anything is going to have an impact right

SPEAKER BRUGGER – It is one of the tricky things with a greenhouse gas analysis. Almost everything emits CO 2 or it is a product of just biological and energy uses biological processing, so trying to say there is and I don't know of an example of something that would produce zero greenhouse gas emissions or greenhouse gas…

CHAIR VAN NATTA – Unless we just simply don't develop it at all

SPEAKER BRUGGER – Yeah, but if you have plant life…

CHAIR VAN NATTA – Even that does

SPEAKER BRUGGER – Yeah I mean that just the nature of plants effects… now you can argue that it is maybe absorbing CO 2 and may have a positive effect on greenhouse gas emission and that it has a net reduction in an area perhaps, but…

CHAIR VAN NATTA – But just in the comparison between 480 homes versus a single warehouse, it wouldn't be very clear to say that oh absolutely the warehouse is going to be a lot more damaging to the environment; create a lot more greenhouse gas and is something… just a big difference between the two

SPEAKER BRUGGER – You know most of the time a large industrial warehouse facility does wind up; when I do an analysis and total everything up, more greenhouse gas emissions come from a large warehouse than an equivalent if you will sized residential, but it is not 10 times or a 100 times, it is maybe 2 times or 3 times or so. It is generally more but not a huge amount.

CHAIR VAN NATTA – And that is why we are looking for mitigation on those items to keep it as low as possible.

SPEAKER BRUGGER – Well that is the other tricky part about greenhouse gas impacts, is it is the classic cumulative effect. It is very difficult to say any one individual project is going to have a significant impact on global climate, which is the question. So is a large warehouse or a large residential development or a large retail shopping center; any one of those, that is what everybody is wrestling with; you know State, Federal, Cities or whatever, so that is the challenge is how

is any one project going to have a significant impact on this huge cumulative global or certainly very regional situation.

CHAIR VAN NATTA – Okay, alright, thank you. It was just a point of curiosity there. Thank you very much.

COMMISSIONER OWINGS – Madam Chairman, if I could just while you are in this vein of questioning. Looking at the and I know you haven't had the opportunity to look at it because neither have I, but the Johnson and Sedlack, Attorney at Law letter; page 3, cumulative impacts as you were just discussing them… Response to comment E10, acknowledges that the World Logistics Project was only considered in determining which certain cumulative impacts; not all cumulative impacts. Those impacts for which the World Logistics Project was apparently not considered include, but are not limited to: traffic off the highway main line, noise, aesthetics, biology, hydrology/water quality, among others. The EIR fails as an informational document by failing to consider cumulative impacts from the World Logistic Project in each of these areas of the EIR (quoting from the Johnson and Sedlack letter, July 12).

I think my question to you is three-fold. Number one, could you please address the criticism that was made in this paragraph; number two, is it proper to use the cumulative effects of the World Logistic Project if the project has not been approved and may not be approved. We have an applicant now we should be fair to and they are first in line and is it proper to consider a project that hasn't even been approved in those cumulative effects; and number three, could you address the very last part of this sentence which says, the EIR fails as an informational document by failing to consider cumulative impacts from the world logistics project in each of these areas.

SPEAKER BRUGGER – Do you want to get that one? It is more of a general EIR question.

SPEAKER CALVERT-HAYES – Yeah, okay, first of all when we went through the Initial Study we found that some of the impacts were either less than significant or were mitigated to less than significant with mitigation and those were biology, cultural resources, hydrology which is drainage. The EIR did look at the cumulative effects of all the projects that were listed in Section 2 of the document; of the Draft EIR. There was a table and there was also a map that showed all the cumulative projects and the World Logistics Center was one of them. It is a foreseeable project, even though it is not approved or it hasn't gone through its approval process yet, but according to CEQA you need to look at all projects, including possible cumulative effects of other projects combined with the particular project that you are studying, so when you have already determined that the effects are less than significant, it is not going to be a cumulative effect just because you have another big project in the area, because

what you are analyzing is the project at hand. You are not analyzing all the effects of the World Logistics Center, so I believe that comment is a bit skewed.

COMMISSIONER OWINGS – Well let me ask further for my own information. How can you ascertain what the cumulative impacts of a project such as the world logistics project, when you don't know what the mitigation that will be required from them to build the plant nor do you know what the conditions of approval will be imposed by this body or the City Council.

SPEAKER CALVERT-HAYES – That is true, but one of the things that you can analyze is okay; we know this big warehouse project is potentially coming in. Yes it is going to affect air quality and greenhouse gas emissions and there will be truck traffic on the freeways and those were all looked at in combination with this particular project and you are determining whether this project has a cumulative effect on the environment and not the other projects.

COMMISSIONER OWINGS – Isn't it true though that when the World Logistics Project submits its EIR or EIS, it will have to determine what the cumulative effects of your project and its project are and so therefore there will be additional mitigation; potentially there would be additional mitigation passed on to the world logistics project.

SPEAKER CALVERT-HAYES – I can't say if there would be additional mitigation.

COMMISSIONER OWINGS – The proper question would be isn't that a potential possibility?

SPEAKER CALVERT-HAYES – It is a possibility. One of the other things that you need to take into consideration is will this project be built by the time the World Logistics Center is analyzed. If it is, it becomes the baseline. It doesn't become part of the cumulative because it has already been built, so if is not built yet, then yes, it will be part of the cumulative discussion.

COMMISSIONER OWINGS – The chances are this building may be built; probably be built prior to the World Logistics Center. Is that correct?

SPEAKER CALVERT-HAYES – Possibly

COMMISSIONER OWINGS – What do you think the odds are?

SPEAKER CALVERT-HAYES – I don't know. You'll have to ask the Applicant on that one.

COMMISSIONER OWINGS – Okay

SPEAKER CALVERT-HAYES – Not a fair question

CHAIR VAN NATTA – Do we have any other questions here before we go to public comments? Okay then I am going to open the hearing to comments from the public for agenda item number one.

ASSISTANT CITY ATTORNEY BRYANT – You might want to call the Applicant forward first.

CHAIR VAN NATTA – I'm sorry. I'm getting ahead of myself here.

PLANNING OFFICIAL TERELL – It is appropriate to open the Public Hearing and then the first speaker is the Applicant.

CHAIR VAN NATTA – Oh okay; alright, then the Applicant

APPLICANT RUSSELL – Good evening. My name is Patrick Russell. I'm with Sares-Regis Group, representing Vogel Engineers, the Applicant. There are a couple of items I wanted to mention. First of all we are going to build a sustainable designed project and it would be our intent to pursue LEED certification and if possible a silver certification. At this point in time it is not clear whether or not we would be able to achieve silver but we are making the commitment to a certified level.

The other item that I wanted to mention is that we will be providing a strengthened roof that would be able to accept future application of a solar array if and when that was chosen by the tenant for the building. There is also a correction I'd like make to Lynn's errata and that was on page 10 and it is under the mitigation measure 4.2.6.3a. The strikeout that Lynn was referencing is nearly correct, but the word any should not have a strike through and the purpose for that is that this list of items, the intent was to achieve 20 percent reduction as per Title 24 requirements and it was to service a menu of choices, not to be specific that the entire combination of items listed below would be included in the project, it would was for the applicant's engineers and the applicant to decide how we could achieve that 20 percent, so therefore I would like to make that correction and that is really all I had to say. I'm available for any questions that you may have.

PLANNING OFFICIAL TERELL – If you might, did you want to formally request a continuance or do you want to address that when you have your opportunity at the end of the other comments?

APPLICANT RUSSELL – Yeah I would like to address that at the end. I think that would be most appropriate.

PLANNING OFFICIAL TERELL – By the way, that particular wording change would be acceptable to Staff because we've always read that to be a menu because if you did everything, you probably would well exceed the 20 percent.

CHAIR VAN NATTA – Okay

VICE CHAIR SALAS – Do you have a tenant for this building?

APPLICANT RUSSELL – We currently do not have a tenant, although I can say that we have some very strong interest in the building and they are a very reputable Fortune 500 type of firms.

VICE CHAIR SALAS – Well do you plan on building this building without a tenant?

APPLICANT RUSSELL – Yes

VICE CHAIR SALAS – So you are going to go ahead and go with construction?

APPLICANT RUSSELL – And there is a very good possibility that we might have a tenant by the time we go to construction. At this point in time we don't have a commitment from a tenant. Well pretty much all of the time you are not going to get a commitment from a tenant until you have an entitled project.

VICE CHAIR SALAS – Okay

CHAIR VAN NATTA – Are there any other questions?

COMMISSIONER OWINGS – Hi, how are you doing?

APPLICANT RUSSELL – I'm doing well, thanks

COMMISSIONER OWINGS – Thanks for coming Patrick. Patrick, the other day I was reading the Press Enterprise and I freely admit that on occasion I do read the Press Enterprise and it had a small article in it that said that the type of warehouses that you are proposing are in short supply and high demand. Do you agree with that assessment?

APPLICANT RUSSELL – Yes I do

COMMISSIONER OWINGS – Which I find to be interesting since their headline articles do not seem to suggest that, but this small article in the middle said the occupancy rate was almost zero. Is that correct?

APPLICANT RUSSELL – That's correct

COMMISSIONER OWINGS – Okay, so when you say you are going to make the structure of the roof able to take on solar panels, was that something that was originally always planned or is that something that you did in response to the Sierra Club criticism?

APPLICANT RUSSELL – It is in response to the letters that we received; the criticisms from the Sierra Club as well as Johnson and Sedlack letters.

COMMISSIONER OWINGS – Just in general, wouldn't you think that would be a good thing to adopt in future projects though to be able to have the option to do solar panels if in the future those types of things became economically feasible?

APPLICANT RUSSELL – Yes I do and one thing that I should make clear is that Edison at this point in time has met their requirement for renewable energy.

COMMISSIONER OWINGS – Well that was my second question to you, so go ahead.

APPLICANT RUSSELL – And they have engaged in a number of power purchase contracts with large users such as these types of buildings and at this point in time have met their State mandated requirements for that.

COMMISSIONER OWINGS – Because I have heard that they are not interested in purchasing the power and are doing… Is that a correct statement?

APPLICANT RUSSELL – That is correct; yes and at some point in the future there will be probably more opportunity, but at this point in time, Edison isn't interested in extending any more power purchase agreements.

COMMISSIONER OWINGS – Could you enlighten us along with the public as to what the cost of the power that is sold to Edison is and how it affects ratepayers of Edison the purchase of that power?

APPLICANT RUSSELL – I'm sorry, could you repeat the question.

COMMISSIONER OWINGS – Could enlighten us as to the cost or the price that Edison pays to the solar provider; the solar panel electric producer for the electricity and how it compares to what they could buy from other sources and what effect does that purchase of this alternate energy have on the overall ratepayers of Edison; just in general.

APPLICANT RUSSELL – Well it really depends. First of all, the rate they pay the producers often times are base rate as far below that what the return would be required.

COMMISSIONER OWINGS – So in other words, they are paying more for the solar produced power than they would from a coal fired plant or a natural gas plant? So, the difference between that is a loss. Where is that loss made up?

APPLICANT RUSSELL – Ultimately the ratepayers pay it

COMMISSIONER OWINGS – So the person who puts the solar on his roof, might end up actually paying himself back or paying Edison for the electricity he is purchasing?

APPLICANT RUSSELL – That's possible.

COMMISSIONER OWINGS – And then the rest of the ratepayers would make up the difference.

APPLICANT RUSSELL – Correct.

COMMISSIONER OWINGS – Okay, alright, so then you mentioned the LEED certification. Could you please enlighten as to how LEED certification comes about. It has been my understanding that you build a building to certain specifications and if you're lucky they will certify it.

APPLICANT RUSSELL – That's correct. We design a building with certain components that are sustainable; green; energy reducing; water saving and it is a very rigorous list of items that you have to provide in order to be LEED certified even at the most basic level. Furthermore, there are steps during construction that are quite rigorous and need to be documented during the period of construction, which on a project like this could take up to a year. Following the completion of construction, there is a commissioning process as well as a validation process that takes place with the US Green Building Council who administrates the LEED certification and that process can take six months or perhaps longer depending how diligent that your LEED Consultant is, so it would be difficult to say upon occupancy a project would be LEED certified or would have received an award. We may get there someday but we are not at this point in time and as probably everybody knows the USGBC is inundated with applications, so what we found is it is taking more time and not less time to get those certifications completed.

COMMISSIONER OWINGS – So if I understand your testimony correctly, what you said earlier is that it is your intent to build this building to LEED silver certification standards. Is that correct?

APPLICANT RUSSELL – It is our intent and if we are looking for a shall you know the shall would be that we shall build it to a certified standard.

COMMISSIONER OWINGS – So I'm still unclear whether you are going to build it the standard or not.

APPLICANT RUSSELL – Okay, well we would build it to a LEED certified standard.

COMMISSIONER OWINGS – And hope that it would be certified as a silver building

APPLICANT RUSSELL – Correct.

COMMISSIONER OWINGS – So even if it were not certified, we would get the effect and benefits of all the extra money that you've spent to build it to their standard.

APPLICANT RUSSELL – Absolutely.

COMMISIONER OWINGS – So the certification is really just kind of icing on the cake. It is really a diploma on the wall.

APPLICANT RUSSELL – Yes and it has long term benefits you know for both the user and the environment.

COMMISSIONER OWINGS – But in terms of its benefits to the environment, the certification on the wall doesn't do anything, it is just building it to the standard; correct?

APPLICANT RUSSELL – That's correct.

COMMISSIONER OWINGS – So while we are on the topic of Leed certification, it has been rumored that the Sketchers building has not been certified because it has been rumored that the reason it has not been certified… Are you familiar with Sketchers laying the proper foundation?

APPLICANT RUSSELL – Yes.

COMMISSIONER OWINGS – Alright, so the reason it has not been certified is that they've never certified a building that large, so they are not quite sure how to. Have you heard anything to that nature and could you corroborate that statement.

APPLICANT RUSSELL – I have not read that information but I would imagine it would be very difficult because it is a first.

COMMISSIONER OWINGS – Well your building is nearly as big

APPLICANT RUSSELL – Correct.

COMMISSIONER OWINGS – So it appears that you would anticipate the same difficulties in becoming certified.

APPLICANT RUSSELL – Yes but typically once USGBC runs through the process, it becomes much smoother the next time around.

COMMISSIONER OWINGS – So you are saying once they do Sketchers, they'll get faster

APPLICANT RUSSELL – Well we are not pursuing gold first of all, which is a very high bar to achieve, especially for an industrial building and my hesitancy in committing to silver is that USGBC continues to change their requirements over time.

COMMISSIONER OWINGS – So it is somewhat of an elusive target.

APPLICANT RUSSELL – It is.

COMMISSIONER OWINGS – Alright and you've had an opportunity to kind of glance at this original letter that was sent to us by I think George Hague, representing the Sierra Club on July 11th.

APPLICANT RUSSELL – Yes.

COMMISSIONER OWINGS – Do you have any overall comments concerning that letter that you would like to make the Commission aware of?

APPLICANT RUSSELL – Why I think that we took the letter seriously and gave all of the comments a lot of consideration and we adjusted our responses and mitigation to address those concerns.

COMMISSIONER OWINGS – Has the Sierra Club had an opportunity to discuss your changes with you or is this the first time they are aware of those changes?

APPLICANT RUSSELL – They have had the opportunity to review our responses to their letter as well as the modified mitigation monitoring program and response to comments in the EIR.

COMMISSIONER OWINGS – In their response; have they responded to you?

APPLICANT RUSSELL – Just several hours ago we received a second letter.

COMMISSIONER OWINGS – And that would be the letter dated July 12th?

APPLICANT RUSSELL – Correct.

COMMISSIONER OWINGS – Some folks would say that no matter what you do you are going to end up being sued by the Sierra Club. Is that a statement that you would agree or disagree with, no matter what you do or say to mitigate this project?

APPLICANT RUSSELL – Well I would consider that to be an opinion and…

COMMISSIONER OWINGS – Is it an opinion that you share?

APPLICANT RUSSELL – You know I'd prefer not to comment

COMMISSIONER OWINGS – I understand. Thank you.

CHAIR VAN NATTA – Okay Commissioner Giba you had a question?

COMMISSIONER GIBA – I'm going to shift just a little bit. I went out to the site; the area and they are doing a lot of the construction work right now, but the traffic in that area is horrendous. I mean I tried to go down Harley Knox to get back on the freeway and there are trucks going every which way because there is a lot of not just construction but a lot of warehouses and additional facilities out there. I'm curious that is 1.6. I mean I've been out to Sketchers. I've been to that site and that's a huge facility. Question number one, about how many trucks do you expect to be docking and leaving and coming into that facility on a daily basis.

APPLICANT RUSSELL – I'm going to defer to our traffic engineer, to get the correct information.

SPEAKER BHATTACHARJEE – Good evening. My name is Sandipan Bhattacharjee. I prepared the Traffic Study for this project. The forecast trip generation for the project is based on rates that are based on statistics and for this current project it is forecast to generate about 2700 daily trips of which about 177 are during the am peak hours and about 210 are during pm peaks hour and of 2731 daily trips about 1256 are passenger cars and the rest are trucks.

COMMISSIONER GIBA – Is that considered a pretty high volume?

SPEAKER BHATTACHARJEE – No

COMMISSIONER GIBA – Again it depends on who is going to be inside of the facility and when you do…

SPEAKER BHATTACHARJEE – Yes, well… so the type of building, because of its size and because of the way warehouses operate the trip generation is significantly lower than a traditional warehouse and if you want a comparison for example, the 210 peak hour trips in the pm peak hour, that is generated by about the same number of single family homes, so it is about… so when earlier I was

hearing the testimony and it forecast the number of houses based on the roof area and so in terms of traffic, this project will generate the same amount as about 210 single family homes.

COMMISSIONER GIBA – In the current study that we have in our documentation that we received, the facts and findings indicated that that can be a severe problem in that area would the 1-215 ramps at Harley Knox; the ramps, boulevards; Perris Boulevard and so there is a potential for good congestion over a long extended period of time and as I would suspect when that goes into place is there a flow pattern to this? In other words I've seen the entrance off of Perris. There is an entrance off of Indian. There is an entrance off of Grove View. Yeah, is there a movement pattern for that trucking like in and out so that they are not just coming at all those sites and leaving at all those sites or is there any…

SPEAKER BHATTACHARJEE – Yes there is and so on page 3 of the Planning Commission Staff Report that you have access as discussed, so the northern drive on Perris will be for passenger vehicles and emergency vehicles only.

PLANNING OFFICIAL TERELL – I think the actual flow of the trucks will obviously depend on the particular tenant of this, but the closest access to the freeway is from Harley Knox exit, so it is anticipated the most trucks would go that way. I don't know if Sandipan you had a particular percentage distribution of truck trips included in the study.

SPEAKER BHATTACHARJEE – I do

PLANNING OFFICIAL TERELL – There is an assumption but the reality is trucks and passenger cars too are going to take the quickest or most direct route.

SPEAKER BHATTACHARJEE – It is about 30 percent of the project passenger vehicles will be using the ramps at Harley Knox and about 60 percent of the trucks will be using the ramps at Harley Knox.

COMMISSIONER GIBA – I guess what I'm trying to determine is that over the period of time that we build this out and we have those and we are right next door to Perris; the City of Perris, which we don't control what they are going to be doing and as stated in the document we don't have control over certain areas of the freeway changes and corrections. I'm trying to understand how much of an impact these additional trucks will have; not just the cars themselves on Perris Boulevard which is a major throughway for a lot of people and all the other warehousing, distribution and facilities in that same region over a period of time; I mean long term if this is going to end up being a real difficult situation for everybody especially since we are in the middle of constructing a lot of these streets now. I understand that and it should be about a year at least.

SPEAKER BHATTACHARJEE – The Perris Boulevard corridor is included and Riverside County TUMF; the Transportation Uniform Mitigation and as development comes in more funds will be generated and eventually it will be built to General Plan standards. Each City has their own plan. That is what the TUMF does. That is how the TUMF projects are formulated.

PLANNING OFFICIAL TERELL – Just by way of information, Perris Boulevard; the section of Perris Boulevard in the City of Moreno Valley and I believe it also extends to Perris Boulevard in the City of Perris are currently funded TUMF projects and actually the contract in the Moreno Valley portion has been issued already, so any widening that needs to occur in the City of Moreno Valley in this area actually going all the way up to Cactus I believe, is going to be in place within the next year.

COMMISSIONER GIBA – So we'll have that in place before this is fully occupied at that point.

PLANNING OFFICIAL TERELL – Correct… I don't know Sandipan if also if I understand Commissioner Giba's question, if 60 percent of the trucks and 30 percent of the cars are using the off ramps at Harley Knox, is there any estimate of what percentage of the traffic at that intersection is caused by this project?

SPEAKER BHATTACHARJEE –– I can roughly round the numbers in my head

APPLICANT RUSSELL – It was also noted that Harley Knox is to be widened to a six lane divided arterial through the use of TUMF funds consistent with the City of Perris Circulation Element.

PLANNING OFFICIAL TERELL – Yeah, typically for regional improvements and I can defer to Michael Lloyd who may be able to add on to this, the payment of fees for the regional financing system for TUMF is one of the major ways for a project to address its cumulative; its share of the cumulative impacts, because I'm sure you could understand that if the first project has to pay for everything, the first project never gets built, so that is why we are really fortunate in Western Riverside County and they have similar programs elsewhere, but to have the TUMF program which really builds that funding to generally match other funds to build the infrastructure so both economic development as well as traffic congestion relief can occur relatively close together. Obviously, there is never a perfect system.

SPEAKER BHATTACHARJEE – It is about 2 percent.

COMMISSIONER GIBA – That was my concern. Thank you very much.

COMMISSIONER OWINGS – Chairman, if we could follow up while we are on the Perris Boulevard/Harley Knox truck route. If you look at page 10 of the

lawyer letter… page 10 of today's lawyer letter; Johnson and Sedlack… under transportation, apparently the EIR response to comment E12 was unresponsive in the author's opinion and he goes on to say the project fails to mandate that only the primary truck route of Harley Knox Boulevard to the west be used so the trucks will not pass by a school. Can you comment on that? Apparently there must be a school on some other…

SPEAKER BHATTACHARJEE – The trip distribution or how the trucks are going is based on the distances to the interchanges and I mean some trucks from this project will go to other warehouses in the City and some will be regional trucks, so if they are trying to go to the freeway it is likely they will try to stay off of the City streets as much as they can and Harley Knox is the nearest freeway interchange, so that is why they were routed there.

COMMISSIONER OWINGS – If you look at that page; it is page 10 under that same paragraph, it says while this may be the primary truck route, the EIR does not claim or show that this is the only truck route which may be used. Is it possible to address this?

PLANNING OFFICIAL TERELL – Can I take a run at that? The City has adopted truck routes. Trucks aren't allowed on roads other than designed truck routes. I mean not that they don't go there, but basically they could get… there is enforcement if they move off of those streets and those streets I won't say that there are no schools on those streets, but I was kind of racking my brain and I asked Michael Lloyd and I couldn't think of any of those streets. Perris Boulevard is an example; I don't believe there are any schools on Perris Boulevard south of the freeway. Generally we don't have schools on truck routes. They are heavily commercial areas usually. Cactus Avenue, west of Heacock is one. Heacock as you know is also a truck route. There may be and that is the one place there might be a school is on Heacock, but generally those are meant to be in areas where people expect to have a lot of traffic and therefore commercial centers; access to the freeway; so if I understand the concern, direct the trucks along a street that has no schools and therefore everything is fine. Under State law, trucks have the right to use a designated truck route, so that would really be…but if that were be a direction to anybody it would be direction to the City Council to not have any designated truck routes where there are any schools and then that would be a policy decision of the City Council.

COMMISSIONER OWINGS – Well John if you read their comment, I think Mr. Johnson's concern goes somewhat beyond that. While this may be the primary truck route and I believe he is referring to Harley Knox Boulevard, the EIR does not claim or show that it will be the only truck route, so is he saying are there alternative truck routes.

PLANNING OFFICIAL TERELL – Yes, there are truck routes and I believe and I might have Michael add on to this. There is a requirement under State law to have a reasonable system of truck routes to allow access through a community; not actually to a community, but through a community and there are truck routes in various portions of the community. The only truck route and I don't know if that would even be reasonable that only one truck route which happens to be in the City of Perris for trucks to access the freeway from the City of Moreno Valley.

COMMISSIONER OWINGS – He goes on to say the project will enforce use of only… he asks for details on how the project will enforce use of only the Harley Knox Boulevard to the west truck routes in order to avoid passing by schools, so this would suggest that there are no schools on Harley Knox Boulevard but that other alternate routes may have schools.

PLANNING OFFICIAL TERELL – That is correct, they may, but they are still designated truck routes and they are still not… well they are certainly not feasible monitoring system, but legally trucks have the right to use a designated truck route, so this project's trucks would be able to use a designated truck route just like any other project's trucks. I wouldn't see that as an issue related to this project, it is an issue related to the designation of truck routes.

COMMISSIONER OWINGS – Every project that uses trucks

PLANNING OFFICIAL TERELL – Right, but the designation of truck routes is done by the City Council and it is done pursuant to State law, so you can't restrict some projects from using some truck routes and not others.

COMMISSIONER OWINGS – Mr. Johnson goes on to say, furthermore condition or mitigation measures must be placed on the project to require that only the primary truck route be utilized as this was apparently the only route evaluated by the EIR, so I guess that is a dual question to you John and to the EIR folks.

PLANNING OFFICIAL TERELL – No I believe that's a question of what was evaluated. Obviously only 60 percent of the trucks are going on Harley Knox. I would suspect that is not a correct statement.

SPEAKER BHATTACHARJEE – Right and so in traffic, when we evaluate… the purpose of the documents to evaluate if a project is likely to have a significant impact on any facility... If you are adding let us say two trucks a day to an interchange, that is not a significant impact. The total peak hour trip generation for the project was about 280 and 40 percent of that number let us say; the rest of the 60 percent using Harley Knox the rest of them. Even if we said the trip generation is 300, that is 40 percent of 300 is about 120 vehicles and those are being distributed towards other warehouses and other freeways and considering the directions that we have, we evaluated north on Perris. We evaluated all intersections to north of Iris and the number of trips that we had at those

intersections in working with Transportation Staff, we evaluated every intersection where the project had a significant number of trips and so I think we have analyzed all the potential impacts that could be caused from traffic from this project.

COMMISSIONER OWINGS – Could you specifically address the statement, furthermore condition or mitigations measures must be placed on the project to require that only the primary truck route be utilized as this was apparently the only route evaluated by the EIR. Is that a correct statement?

SPEAKER BHATTACHARJEE – That is not a correct statement. That is the primary truck route but we also have trucks going on Perris.

COMMISSIONER OWINGS – Thank you. You know Madam Chairman if I could speak to the Applicant Patrick. I just needed a clarification. I thought your last comment kind of made me unclear, so I just want to go over this again. Would you have a problem if this Commission made as a condition of approval that you would have the structural integrity in the roof for the solar panels and the building would be built to silver LEED certification requirements?

APPLICANT RUSSELL – My intent was that the roof be capable of supporting solar panels in future.

COMMISSIONER OWINGS – So you would not have a problem if this was made a condition of approval?

APPLICANT RUSSELL – No

COMMISSIONER OWINGS – No problem?

APPLICANT RUSSELL – And the condition I would prefer because of the reasons I discussed earlier is that it be a LEED certified building and we will attempt to achieve silver certification.

COMMISSIONER OWINGS – Could we say and I understand your concerns that the LEED silver certification requirements might change by the time you get around to building the building, but would you be willing to agree to a stipulation that says as a condition of approval that you would build the building to LEED silver certification requirements as they are now.

PLANNING OFFICIAL TERELL – Yeah if I can intercede a little bit… Because LEED is not a government agency; it is basically a private group that… there are other firms that also do certifications, but I would recommend for your consideration Patrick, that if there were a condition, it would be that it be built to LEED certification standards…be determined to be eligible for LEED certification rather than necessarily…

COMMISSIONER OWINGS – That is exactly where I hit it. I don't care about the diploma on the wall as long as the building is built to the specifications.

PLANNING OFFICIAL TERELL – And then I guess the idea is your familiarity with consultants you have used for that, could they put that as; base that on a moment in time; the 2012 LEED certification eligibility standards rather than whatever LEED considers…

COMMISSIONER OWINGS – So if we change it from here on out, we don't really care. We just want to know as of today if you were to build it today and it was built to silver LEED specifications, would you object to that as a condition of approval?

APPLICANT RUSSELL – No I would not.

COMMISSIONER OWINGS – So you know, when we get to discussions and deliberations, I will certainly suggest to the Commission that those two items be made a condition of approval.

APPLICANT RUSSELL – Okay

COMMISSIONER OWINGS – Thank you

APPLICANT RUSSELL – Thank you

CHAIR VAN NATTA – Do we have any other questions from the Commissioners? Do we have any members of the public who wish to comment? Is this the proper time to ask for a…

PLANNING OFFICIAL TERELL – Yes, I don't believe we received any slips, but there may be somebody who would like to speak.

CHAIR VAN NATTA – I see no slips here. I would especially appreciate it if there would… Is there any representative from the Sierra Club in the audience? They found it important enough to write us a couple of letters. I would have liked to have been able to discuss further with them. Were you part of writing this letter? Alright then, any other members of the public that wish to address…

SPEAKER CALVERT-HAYES – Can I make a clarification before you close the Public Hearing? There was a question on schools; how close the schools were.

CHAIR VAN NATTA – That would be great

SPEAKER CALVERT-HAYES – If you look in your EIR; the Draft EIR in section 3, which is the project description, there is a map and it is on page 3-4. It is a color map and the project is shown in the yellow block between Grove and Perris

Boulevard. If you follow the Perris Valley Storm Drain, there is a little block adjacent to Green in a housing development; that is an Elementary School and there is I believe a High School further to east, so the closest schools are actually to the north and east of the project and the trucks wouldn't be travelling by those schools at all, they would have no reason to.

PLANNING OFFICIAL TERELL – Yeah I believe both… is that on Indian?

SPEAKER CALVERT-HAYES – Yeah, I'm not sure. It doesn't have the roads on here

PLANNING OFFICIAL TERELL – The closest schools that I'm aware of are over at Indian and Iris and neither of those streets is a truck route.

SPEAKER CALVERT-HAYES – Not a truck route; correct

PLANNING OFFICIAL TERELL – And then to the east there on Lasselle

SPEAKER CALVERT-HAYES – On Lasselle… the High School

PLANNING OFFICIAL TERELL – And I don't believe Lasselle is a truck route either

SPEAKER CALVERT-HAYES – They are about a mile away from the project and I just wanted to clarify for the public record that the trucks wouldn't be passing by those schools. Thank you.

CHAIR VAN NATTA – Okay, we have a Speaker Slip…Sue Gilchrist

SPEAKER GILCHRIST – I kind of feel obligated to come up and say something, but I would like it to be known that Mr. Russell did make some substantial concessions when he said that the building would be… what was the term… it would be eligible for silver LEED certification. I think that's a great way to head, as far as the City is concerned. Unfortunately the building is only a small part of the problem. It is the trucks and it is the emissions from the use of that building that are substantial. Once the building is up, the building doesn't create any nitrous oxide or anything else, it is the use of the building that does and that depends on the type of tenant that they get on it, but I do think what he did was a substantial move in the right direction and I hope that the Council, when they see this understand that you are serious about improving the type of building that is constructed in Moreno Valley. My neighbor has solar panels on her home and she is actually getting a rebate from Edison. She hasn't had an electric bill in quite a while, but there are so many little ways of getting tax deferments and all sorts of little ways of getting the solar put on there at a lower cost, but I think that is an excellent step in the right direction, to get the roofing and to get the building built so that it will absorb the stress of the solar panels and it is kind of

interesting, if solar energy is more expensive for Edison to purchase, why are they building the solar arrays out in the desert? Why would they want to be building and I don't remember, is it Green Pace or Street Spot or something like out in the desert, if that is a more expensive way of getting electricity.

COMMISSIONER OWINGS – Sue, I'm no expert at this…

SPEAKER GILCHRIST – I'm not either

COMMISSIONER OWINGS – But I do deal with the City of Riverside Utility Department and by law, they are required to buy so much energy from alternative sites, so they are very profitable to sell the electricity to the utilities like the City of Riverside Utility Department. It is not purchasing it, but selling it at a high price, so that is why the citizens of the City; citizens of Riverside will expect an increase in their electric bill at some point in the future. The City of Riverside was very foresightful and purchased a lot of alternate energy at lower prices, but right now there is a bidding war for this type of energy so that all City and other utilities can meet the statutory requirements.

SPEAKER GILCHRIST – This is way beyond what I know

COMMISSIONER OWINGS – So if you wouldn't mind, I appreciate your comment and I would like to give you a comment of my own that maybe you can pass on to the people who run the Sierra Club. When the Sierra Club litigates every project, it really weakens and diminishes their impact, when they offer an opinion… if you let me finish. When you read these lawyer letters, they could just save 400,000 trees and just write us a single page letter that says ditto. You know it diminishes their method. I find your input to be very useful, but you know, you need to pick the battles that are important and you cannot take a snow grove at any cost across the board approach or sooner or later people stop listening to you and that are my only comment. This letter by the lawyer representing the…

SPEAKER GILCHRIST – I know Ray

COMMISSIONER OWINGS – We all know that they make… he is the one that is going to make them the most money out of every suit filed and it makes it difficult from a City. You know our Commission; we are here in the City to not only oversee and look at Planning, but to promote business. That is what a Planning Commission does; development; growth, so when you say that you can have progress without growth, that is just impossible. Progress equals growth and the Sierra Club seems to have this across the board against every bit of growth and you know when you are negotiating in good faith; two parties negotiating in good faith…

CHAIR VAN NATTA – I'm sorry to interrupt you, but I think we have a point at the end where you can have comments, but right now we are looking for comments from the public.

COMMISSIONER OWINGS – Well let me just finish Madam Chairman. When you negotiate in good faith, it has to be good faith.

SPEAKER GILCHRIST – Okay, my comment in response to yours is that let's say the Sierra Club is on well my left hand okay and the developer is on the right hand. You have to have a balance, because the developer would like to take the cheapest route possible. The Sierra Club would like to have things mitigated as much as possible, but somewhere in middle, you get a compromise, but without the Sierra Club, the compromise would be toward the developers end. You have to have both, so if you understand at all times where the Sierra Club and my left hand always is, then that would be fine; they wouldn't have to make these statements, because you are going to hear from Highland Fairview and they are going to be over here, so you have to come up with a middle ground, but if you start in the middle, then your decisions are going to be closer to where the developer is. Do you understand what I'm saying? You've got to have a balance.

COMMISSIONER OWINGS – I do

SPEAKER GILCHRIST – And as long as you understand where the Sierra Club and the environmental issues are placed and you will always consider that.

CHAIR VAN NATTA – I would like to limit both of you to try to get us back to where we are because we have an agenda item here and we would like to speak to this agenda item. Okay, other public comments? I'll close that portion of the Hearing then and I believe we had a motion coming from the Applicant.

PLANNING OFFICIAL TERELL – At this point in time it would be required to ask the Applicant if they anything more to say or response to the comments that they received.

CHAIR VAN NATTA – Okay

APPLICANT RUSSELL – I would just like to thank you for the consideration of our project and I think that if you review the mitigation monitoring program for this project, the mitigation is considerable. Despite the comments that were received in the letters and the additional mitigations requested, many of which we have adopted, including those discussed tonight, that I do feel that we are going a considerable distance to offset those and I appreciate your consideration of that as well as the approval tonight. Thank you.

CHAIR VAN NATTA – I believe at some point someone said something about wanting to table this for some additional…

PLANNING OFFICIAL TERELL – Well I think there was some discussion at the beginning that the Applicant may want time to respond specifically to the letters received today, but based on the Applicant's most recent comment, I believe they think and I won't speak for them but they are not asking for a continuance, based on where we are now in the hearing.

CHAIR VAN NATTA – Based on where we are now, did you still want that continuance or shall we go ahead with our discussion and debate?

APPLICANT RUSSELL – Based on the dialogue that we've had tonight, which has been extensive, I think that we have responded to the comments within the letters, so I would request that we not continue.

CHAIR VAN NATTA – Okay, alright, so then at this point we will go onto to our Commissioner's debate and who would like to go first.

VICE CHAIR SALAS – I'll go first. I agree with Commissioner Owings. I think that being able to support solar is a must; the silver/gold or to be a silver LEED is also a good point for us. The project is being put in a place where we want it to be and consistent with the General Plan. It is allowed by right, so I have no problem with it as long as we put those two conditions on the conditions of approval for him to do that.

CHAIR VAN NATTA - Okay

COMMISSIONER GIBA – After listening through everything we have, I'm glad to see it will take a little while for them to build the facility because my concerns are the traffic and the other mitigations are dependent upon timing as far as I'm concerned. There is so much going on in that area if that begins and that goes on too soon, so if this gets spread out a little bit over time, some of those street problems will be taken care of; all the mitigation factors on Perris Boulevard. There is an access to Ramona Expressway down Perris; there is the Harley Knox and all those conditions are taken care of. I think will probably make it okay in that area. It is designed for that. There is nothing much out there except the warehousing type facilities. There is very little housing in those locations. It is close to the freeway and we are close to Perris and Perris will be doing what they want to do as well and we can't control that, but what we can control is what we do within our own City limits.

CHAIR VAN NATTA – Thank you Commissioner Giba. Are there any other comments? Before somebody makes a motion, I do have a comment; just I'm giving everybody the opportunity to go first. I think from looking at this there was a very concerted effort to respond very clearly and very positively to the

comments that were made to the report initially. I appreciate the fact that you want to build this to LEED certified standards, but I think as Mr. Terell pointed out it is not a government document that we can look at and say if you do this, this, this and this you are going to be certified. It is kind of a moving target. It is kind of like when my dad asked me well are you going to go get an A on that test and I said well I'm going to try my best and I studied hard and I'm going to do everything right, but there is only so much that you can do if you are going to be judged by somebody who changes the rules, so I support the idea that we can condition this upon the roof and structure being built to accommodate future solar panels and that we can condition it upon it being built to LEED certified standards.

I don't think we can condition it upon saying it is going to be built to silver standards or it is going to be built to gold standards because that can be somewhat of a elusive target, but to say that it is to be built to LEED certified standards, I think would be sufficient and then if they can achieve that level that would be great.

PLANNING OFFICIAL TERELL – And just so I can… if you added a condition like that, what we would expect is we would expect a report from their LEED consultant that we would review and agree with that would clearly demonstrate that they had met that standard. It is a point system and there are points for this and points for that and that is why you have to kind of get at the end before you know where your points are. Some of them are for energy efficiency; some of them are for water saving; some of them are for using low emitting paint; low voc emitting paint, so it is a collection of things. I've seen them before and I think we would readily be able to look at that as meeting a condition and then you have to decide yourself what level you want and then the Applicant can…you can have a discussion with…

COMMISSIONER OWINGS – John, I think that is possible isn't it for the Staff and the Applicant to work this condition of approval out.

PLANNING OFFICIAL TERELL – We can work out the wording as long as I guess you are in agreement that it is the certified standard or silver standard or whatever it is.

COMMISSIONER OWINGS – It is the silver standard but it is as a moment in time of now as we speak.

PLANNING OFFICIAL TERELL - Okay, because I understand the Applicant agreeing to the silver standard as the point system stands today.

COMMISSIONER OWINGS – Yes and the Applicant is willing to do it so I see no reason why we shouldn't be willing to do it, so I would move Madam Chairman to:

1. **APPROVE** Resolution No. 2012-16 and thereby: **CERTIFY** that the Environmental Impact Report (EIR) for the VIP Moreno Valley Project has been completed in compliance with the California Environmental Quality Act; and,
2. **APPROVE** Resolution No. 2012-17 and thereby: **APPROVE** PA09-0004 Plot Plan and PA09-0012 Tentative Parcel Map 36162, subject to the attached Conditions of Approval included as Exhibits A and B and the Conditions of Approval as discussed in this meeting in which Staff will prepare with the Applicant.

CHAIR VAN NATTA – Did you want to specify in that just what was discussed in the meeting, but specify in that motion about the two items.

COMMISSIONER OWINGS – We can add that the items were to build the building structurally so that it can at a later time be solar panel equipped on the roof and two, which it is built to LEED silver certification as of 2012.

CHAIR VAN NATTA – Okay, I have a motion.

VICE CHAIR SALAS – Okay I have a motion and a second. All in favor?

Opposed – 0

Motion carries 7 – 0

PLANNING OFFICIAL TERELL –Yes this item shall become… this action shall become final unless appealed to the City Council within 15 days.

CHAIR VAN NATTA – Okay, thank you and now we'll go to our second case number.

2. Case Number: PA11-0013
Modify specific sections of the Municipal Code necessary to adopt Reach Codes

Case Planner: Mark Gross

CHAIR VAN NATTA – Case PA11-0013 and who do we have as… okay Mark is here; okay. Mark Gross is our Case Planner. Would you like to give us an overview please?

SENIOR PLANNER GROSS – Yes good evening Chair Van Natta and members of the Planning Commission. I'm Mark Gross, Senior Planner here again to

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MV00180637

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: September 25, 2012

TITLE: GENERAL PLAN AMENDMENT TO MODIFY THE CIRCULATION PLAN FOR NASON STREET BETWEEN ALESSANDRO BOULEVARD AND FIR AVENUE (PA12-0026)

RECOMMENDED ACTION

Staff recommends that the City Council conduct a public hearing to consider the action taken by the Planning Commission on August 23, 2012, recommending approval of a General Plan Amendment (PA12-0026) (Project), and subsequent to the public hearing:

1. **APPROVE** City Council Resolution No. 2012-79 thereby adopting a Negative Declaration for PA12-0026 in that the project will not result in significant environmental impacts, and approving the General Plan Amendment (PA12-0026), based on the findings in the City Council Resolution.

ADVISORY BOARD/COMMISSION DECISION

The Planning Commission approved Planning Commission Resolution No. 2012-22 by a 6-0 vote during the August 23, 2012 Planning Commission meeting, recommending that the City Council adopt a Negative Declaration and approve the General Plan Amendment.

BACKGROUND

With the adoption of Resolution 2006-84 on July 11, 2006, the City Council of Moreno Valley approved the 2006 General Plan Update. Within the approved General Plan is the City's Circulation Plan. The City's Circulation Plan serves the purpose of identifying the routes and classifications for the City's street system consistent with the General Plan's Circulation Element Goals, Objectives, Policies, and Programs.

The CIP approved project consists of approximately 9,200 linear feet of ultimate width street improvements along Nason Street from Cactus Avenue to Fir Avenue. City staff and the design consultant thoroughly examined the City's Circulation Plan within the project area by conducting traffic analysis projections and alignment studies. City staff and the design consultant concurred through the analysis that a revision to the City's Circulation Plan is necessary.

The proposed revision to the City's Circulation Plan is the classification of Nason Street from Alessandro Boulevard to Dracaea Avenue (currently Arterial with 100 foot right of way and 76 foot roadway width) and Nason Street from Dracaea Avenue to Fir Avenue (currently 4-Lane Divided Arterial with 110 foot right of way and 86 foot roadway width) to 4-Lane Divided Arterial, Augmented Parkway with 120 foot right of way and 86 foot roadway width on the Circulation Element.

DISCUSSION

The Nason Street Improvement Project proposes to construct improvements along Nason Street from Fir Avenue to Cactus Avenue. The General Plan currently shows a variety of designations for Nason Street (within the project area), including a Divided Arterial from Fir Avenue to Dracaea Avenue, an Arterial from Dracaea Avenue to Alessandro Boulevard, and a Divided Major Arterial (with a reduced cross-section) from Alessandro Boulevard to Cactus Avenue. A Traffic Analysis was completed in May 2012 to determine the improvements necessary to achieve acceptable Levels of Service for General Plan Buildout conditions and provide design year recommendations for the study area. This study also evaluated side street access regarding potential median openings within the study area along Nason Street.

Nason Street improvements evaluated in traffic analysis only extended from Fir Avenue to Cactus Avenue since Nason Street currently terminates approximately 1,300' south of Cactus Avenue. The City, however, is currently constructing Improvements that extend Nason Street towards the south and will connect to Iris Avenue by summer 2013. It is anticipated that traffic volumes along Nason Street will increase by approximately 10,000 vehicles per day (VPD) once this connection is completed. This will increase daily traffic volumes along the corridor in the project area to in excess of 20,000 VPD. Based on the findings of the analysis it was recommended that the overall Nason Street corridor within the project limits be constructed as a four lane divided roadway.

The Public Works Department recommends that the City's General Plan be amended such that the Circulation Plan shows Nason Street within the project limits be classified as an Arterial (100 feet right of way and 76 feet curb to curb width modified as necessary for turn lanes, existing constraints, etc.).

ENVIRONMENTAL

An Initial Study has been completed for the project. Based upon the Initial Study, this project will not result in the potential for a significant impact on the environment. Therefore, the adoption of a Negative Declaration is recommended.

ALTERNATIVES

1. By motion authorize the recommended actions as presented in this staff report. *This action would facilitate the construction of much needed improvements.*

2. Do not authorize the recommended actions as presented in this staff report. *This action would delay the construction of much needed improvements.*

FISCAL IMPACT

Modifying the Circulation Plan and Circulation Exhibit through the General Plan Amendment, does not impact the General Fund. The City of Moreno Valley will fund the design and construction with the proceeds from the California Communities Gas Tax Revenue Certificates of Participation (COPS), Series 2011B (TRIP – Total Road Improvement Program) in the amount of $15 Million. There is no fiscal impact to the City's General Fund.

A portion of the overall segment (Nason Street from Alessandro Boulevard to Fir Avenue) is eligible for approximately $10 million of Transportation Uniform Mitigation Fee (TUMF) reimbursement. The City can seek reimbursement of TUMF funds in the future as funds become available.

ESTIMATED PROJECT COSTS:

Preliminary Engineering and Environmental Costs	$550,000
Design and Design Management Costs	$700,000
Right of Way	1,450,000
Utility Relocation Costs*	$2,300,000
Construction and Construction Management Costs	$10,000,000
Total Estimated Project Costs	$15,000,000

*An additional $850,000 of separate SCE Rule 20A funds is also estimated for Utility Relocation

ANTICIPATED PROJECT SCHEDULE

Preliminary Engineering and Environmental Clearance Complete	November 2012
All Resource Agencies' Permits Obtained	November 2012
PS&E Complete	June 2013
Right of Way Acquisition and Utility Relocation Work Complete	June 2015
Advertise and Award of Construction	October 2015
Complete Construction	January 2017

CITY COUNCIL GOALS

The proposed changes to the Circulation Plan and Circulation Exhibit through the General Plan Amendment would enhance the following goals:

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

Public Facilities and Capital Projects. Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

NOTIFICATION

A display notice was published in the newspaper and a public notice was posted at required City locations. As of the date of report preparation, staff had received no public inquiries in response to the noticing for this General Plan Amendment.

ATTACHMENTS

Attachment A – Public Hearing Notice
Attachment B – Resolution for General Plan Amendment
Attachment C – Initial Study
Attachment D – Planning Commission Staff Report dated August 23, 2012 (excluding exhibits)
Attachment E – Planning Commission Minutes for Item #2 from August 23, 2012 Meeting

Prepared By:
Lorenz R. Gonzales
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director / Assistant City Engineer

Concurred By:
John Terrell
Planning Division Manager / Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00180643

NOTICE OF CITY COUNCIL PUBLIC HEARING

FOR AN AMENDMENT (PA12-0026) TO THE CITY OF MORENO VALLEY GENERAL PLAN TO MODIFY THE CITY'S CIRCULATION PLAN

The amendment is a proposal by the Public Works Department to modify the City's Circulation Plan to classify Nason Street from Alessandro Boulevard to Fir Avenue as a 4-Lane Divided Arterial, Augmented Parkway.

The City Council may consider any appropriate modifications or alternatives to the amendment or the environmental determination. Adoption of a Negative Declaration is recommended.

Any person interested in the proposed project may contact Larry Gonzales, Senior Engineer, P.E. at (951) 413-3136, or the Community and Economic Development Department at 14177 Frederick Street, Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday – Thursday); City Hall is closed on Fridays.

If you challenge any of these items in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council on or before the following meeting date:

Tuesday, September 25, 2012
6:30 P.M.
City Council Chamber
14177 Frederick Street.
Moreno Valley, CA 92552-0805

ATTACHMENT "A"

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MV00180645

RESOLUTION NO. 2012-79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A GENERAL PLAN AMENDMENT (PA12-0026) TO MODIFY THE CITY CIRCULATION PLAN AND CIRCULATION EXHIBIT, RESPECTIVELY

WHEREAS, the City of Moreno Valley has filed an application requesting an amendment to the City's General Plan which proposes revisions to the City's Circulation Plan and Circulation Exhibit, respectively.

WHEREAS, the project will not have a significant effect on the environment and a Negative Declaration is made;

WHEREAS, on August 23, 2012, the Planning Commission of the City of Moreno Valley held a meeting to consider a General Plan Amendment (PA12-0026). At said meeting, the Planning Commission recommended approval of General Plan Amendment (PA12-0026) to the City Council, and;

WHEREAS, on September 25, 2012 the City Council of the City of Moreno Valley held a public hearing to consider the General Plan Amendment contained within this Resolution;

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred;

WHEREAS, all of the facts set forth in this Resolution are true and correct.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS WITH RESPECT TO PA12-0026:

Based upon substantial evidence presented during the above-referenced public hearing, including written and oral staff reports, and the record from the public hearing, the City Council finds that:

1. **Conformance with General Plan Policies** – The proposed General Plan Amendment is consistent with the General Plan, and its goals, objectives, policies, and programs.

   FACTS: The adoption of the proposed General Plan Amendment for the Circulation Plan will enhance the safety and

efficiency of the City's street system, meet applicable levels of service standards, and provide efficient circulation.

2. **Health, Safety and Welfare –** The proposed General Plan Amendment will not be detrimental to the public health, safety or welfare.

   FACTS: The proposed amendment to the Circulation Plan would not be detrimental to the public health, safety or welfare. Based on preparation of an Initial Study, the proposed General Plan Amendment does not have the potential to cause a significant impact on the environment.

BE IT FURTHER RESOLVED that the City Council of the City of Moreno Valley HEREBY APPROVES Resolution No. 2012-79, thereby adopting a Negative Declaration for PA12-0026, and approving the General Plan Amendment (PA12-0026) as shown on the attachments included as Exhibit A and Exhibit B, respectively.

APPROVED AND ADOPTED this 25th day of September, 2012.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Exhibits: Exhibit "A" Proposed Modification to the Circulation Plan (Figure 9-1)
Exhibit "B" Proposed Modified Cross-Section to Figure 9-3 (4-Lane Divided Arterial, Augmented Parkway)

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-79 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of September, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00180649

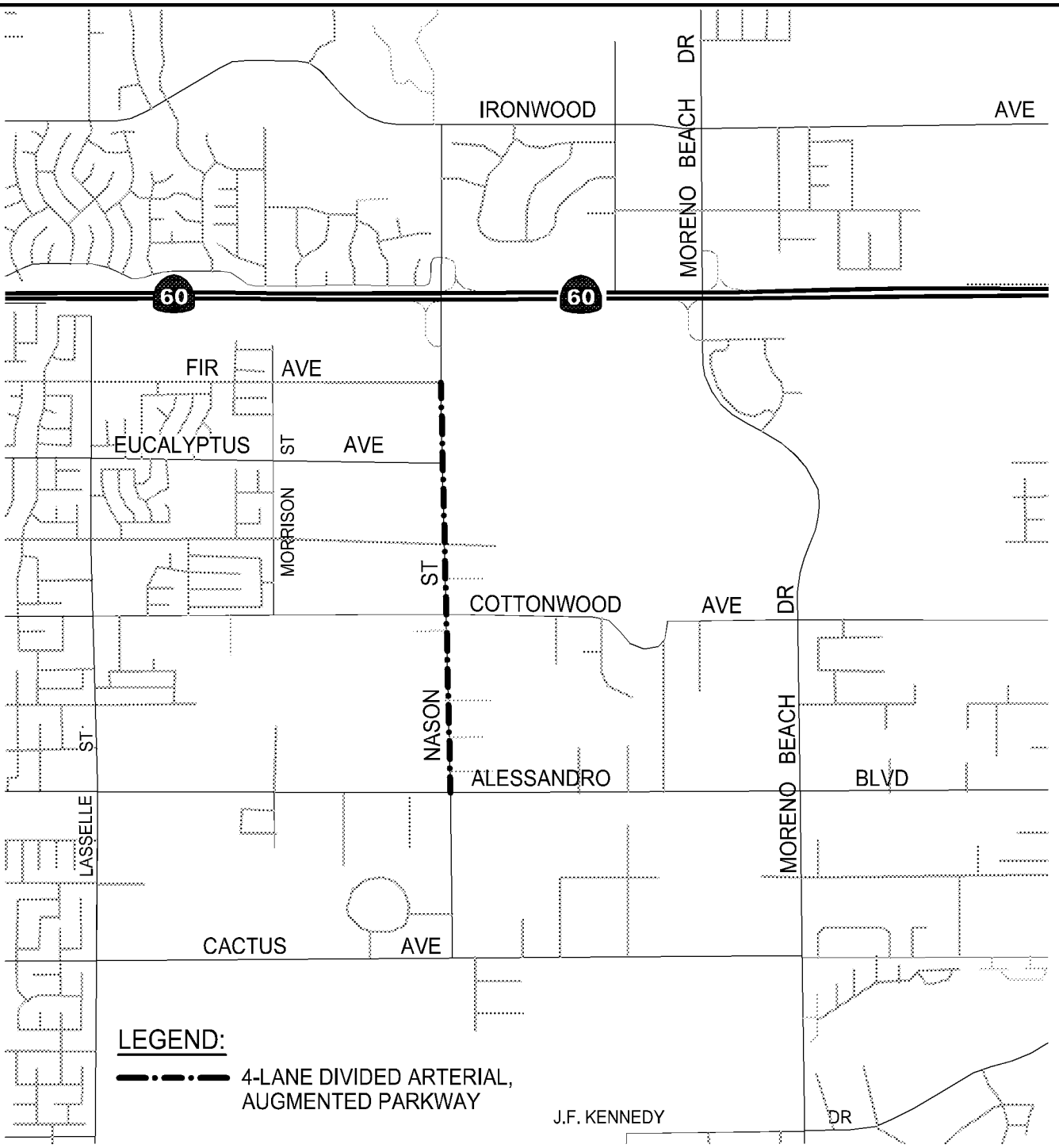

CITY OF MORENO VALLEY
DECEMBER 3, 1984

Public WorksDepartment
Capital Projects Division

Scale: None

EXHIBIT "A"

PROPOSED MODIFICATION TO THE CIRCULATION PLAN (FIGURE 9-1)

Item No. E.3

MV00180650

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MV00180651

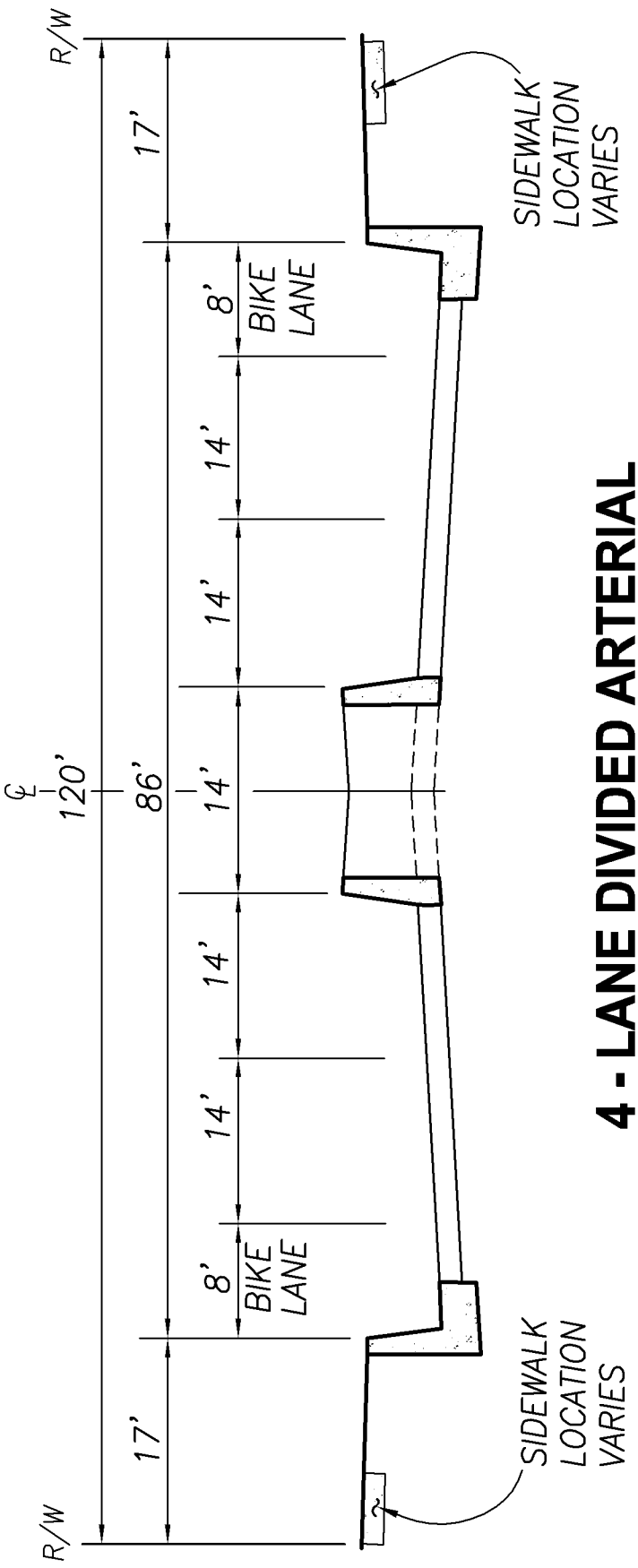

4 - LANE DIVIDED ARTERIAL
AUGMENTED PARKWAY

EXHIBIT "B"

PROPOSED MODIFIED CROSS-SECTION
TO FIGURE 9-3

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MV00180653

INITIAL STUDY/
ENVIRONMENTAL CHECKLIST FORM
CITY OF MORENO VALLEY

1. Project Title: Nason Street (PA12-0026; General Plan Amendment)

2. Lead Agency Name and Address: City of Moreno Valley, 14177 Frederick St. Moreno Valley, CA

3. Contact Person and Phone Number: Chris Ormsby, AICP, Senior Planner (951) 413-3229

   Project Location: The proposal is located on Nason Street between Fir Avenue and Alessandro Boulevard

4. Project Sponsor's Name and Address: City of Moreno Valley

5. General Plan Designation: The existing General Plan Amendment for properties between Alessandro Boulevard and Fir Avenue include residential designations (R2, R3, R5, and R10), Public, and Residential/Office.

6. Zoning: The existing zoning for properties between Alessandro Boulevard and Dracaea Avenue include RA2, R3, R5, R10, Public, and Office.

7. Description of the Project: (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary)

   The proposal is the modification of the Circulation Plan of the General Plan (Figure 9-1) to modify the segment of Nason Street from Alessandro Blvd to Fir Avenue to be as follows: a 4-lane Divided Arterial, Augmented Parkway with 120' right-of-way and 86 feet of roadway width. Currently, the segment from Alessandro Boulevard to Dracaea Avenue is designated as a 100 foot right-of-way and 76 foot roadway width. The segment from Dracaea Avenue to Fir Avenue is 110 foot right-of-way and 86 foot roadway width. After the proposed change, the segment will match the designation to the immediate north.

   The proposed change to the Circulation Plan of the General Plan could not have any direct physical impacts it itself as it is a policy change. Therefore, the Initial Study will consider any potential indirect impacts that would result from the implementation of the change in the designation.

8. Surrounding Land Uses and Setting: (Briefly describe the project's surroundings)

   The area is surrounded by mix of developed and undeveloped properties which is primarily single-family residential.

9. Other public agencies whose approval is required (e.g. permits, financing approval, or participation agreement). None

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below(■) would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

	Aesthetics		Greenhouse Gas Emissions		Population/Housing
	Agricultural Resources		Hazards & Hazardous Materials		Public Services
	Air Quality		Hydrology/Water Quality		Recreation
	Biological Resources		Land Use/Planning		Transportation/Traffic
	Cultural Resources		Mineral Resources		Utilities/Service Systems
	Geology/Soils		Noise		Mandatory Findings of Significance

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.	X
I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.	
I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.	
I find that the proposed project MAY have a "potential significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.	
I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.	

Chris Ormsby

Signature

July 18, 2012

Date

Chris Ormsby, AICP, Senior Planner

Printed Name

For

EVALUATION OF ENVIRONMENTAL IMPACTS

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4) "Negative Declaration: Potentially Significant Unless Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analysis," as described in (5) below, may be cross-referenced).

5) Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063 (c) (3) (d). In this case, a brief discussion should identify the following:

   (a) Earlier Analysis Used. Identify and state where they are available for review.

   (b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

   (c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9) The analysis of each issue should identify: (a) the significance criteria or threshold used to evaluate each question; and (b) the mitigation measure identified, if any, to reduce the impact to less than significance.

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
I. **AESTHETICS.** Would the project:				
a) Have a substantial adverse effect on a scenic vista?				X
Regarding potential indirect impacts of the General Plan Amendment, there would be no potential impacts. The construction of the roadway under the proposed cross-section would have similar impacts to constructing it under the existing cross-section. The site is generally flat, and constructing the roadway would have no potential adverse impact on a scenic vista.				
b) Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?				X
The proposal would have no direct impact on scenic resources since it is limited to a policy change to the General Plan. The indirect impact of a wider cross-section would not damage scenic resources. There are currently no scenic resources in the proposed alignment of the street.				
c) Substantially degrade the existing visual character or quality of the site and its surroundings?				X
Upon completion of construction, the project would have no potential to impact existing visual character or quality of the site or its surroundings. The additional right-of-way for the segment would not have the potential to substantially degrade the existing visual character or quality of the site and its surroundings, because the proposed change will match the segment to the north, and will be minimal enough in scope to have no potential impacts.				
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?				X
The change in the Circulation Plan of the General Plan would be not expected to have any impact on the location or installation of street lights. Therefore, there is no potential for a significant impact.				
II. **AGRICULTURE RESOURCES**: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project?				
a) Convert Prime Farmland, Unique Farmland or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency to non-agricultural use?				X
The site is in an area that is zoned primarily for residential and public uses. It is not adjacent to designated farmland. Even if there was adjacent farmland, there would not be expected to be any potential indirect impacts associated with the General Plan Amendment.				
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
The proposed Nason St. alignment is not designated for agricultural use, or a Williamson Act contract.				
c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?				X
The policy change itself would have no direct impact on the existing environment. Regarding indirect impacts, there is no farming within the general area that might be indirectly impacted by construction of the proposed alignment of Nason Street. Therefore, there is no potential impact.				
III. **AIR QUALITY:** Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?			X	
The proposed alignment is consistent with the existing alignment of Nason Street to the north. The proposed cross-section for Nason Street is a minor change from the existing cross-section in that it doesn't provide for additional lanes of traffic. In addition, the proposed General Plan Amendment does not modify planned land uses for this area. No direct or indirect impacts are anticipated.				
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation.			X	
The proposal would not contribute to an existing or projected air quality violation. The alignment is consistent with the alignment of Nason Street north of Fir Avenue. The modified alignment will ultimately be wider than the existing segment, but would have no impact on the existing land use designations for the area. Therefore, the proposal would not result in the potential to violate an air quality standard.				
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?			X	

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
There is no possibility of direct impacts regarding air quality standards that would contribute substantially to an existing or project air quality violation. The modified alignment will have no impact on the existing land use designations for the area. Therefore, the proposal would not have an indirect impact on the environment as land use patterns would develop in a similar manner to that which would be currently expected with the existing alignment.				
d) Expose sensitive receptors to substantial pollutant concentrations?			X	
Since the proposal is a policy change to the General Plan, there is no possible exposure of sensitive receptors to substantial pollutant concentrations. Regarding indirect impacts from future construction of the Nason Street improvements, the potential impacts during construction of the proposed cross-section will be very similar to the impacts that would result from construction of the existing cross-section. Therefore, there is no potential for an indirect significant impact.				
e) Create objectionable odors affecting a substantial number of people?			X	
Regarding indirect impacts, the construction of the proposed cross-section would not result in creation of odors that would differ from construction under the current cross-section for Nason Street. Therefore, there is no potential for a significant impact related to odors.				
IV. **BIOLOGICAL RESOURCES.** Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U. S. Fish and Wildlife Service?			X	
The proposal does not involve any direct impact on biological resources. With regard to indirect impacts, the modification of the alignment, would not be expected to disturb more land area than would have been anticipated under the prior Circulation Plan designation. Much of the project site area has been developed or has been disturbed. With regard to Multi-species Habitat Conservation Plan (MSHCP) consistency, the report generator identified the project study area as having potential to support burrowing owl only. (Western Riverside County-Regional Conservation Authority, http://www.wrc-rca.org/report_generation.asp) Bonterra Consultants prepared a Habitat Assessment Survey on June 13, 2012 related to the street improvement project. No owls were identified. Burrow studies are being prepared as part of the environmental review for the street improvement project. The project study area is not within a criteria cell.				
b) Have a substantially adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U. S. Wildlife Service?				X
Based on the Project Summary Memorandum dated May 2012, there is no riparian vegetation on the site that will be directly or indirectly impacted. The project will not have an effect on riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by State Fish and Game or U.S. Fish and Wildlife Service.				
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
Based on the Project Summary Memorandum dated July 2012, there is no evidence of wetlands as defined by Section 404 of the Clean Water Act. There is a bridge at the southerly drainage of the project area. However, the drainage channel is already fully improved and has no existing vegetation. Therefore, it is not expected that future Heacock Street improvements would have the potential for a significant impact in the vicinity of the bridge.				
d) Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
There would be no potential for a direct or indirect impact on the movement of any resident or migratory fish or wildlife species. As mentioned previously, there are no known species that the proposal would impact. Bonterra Consultants prepared a Habitat Assessment Survey on June 13, 2012 related to the street improvement project. No owls were identified. Burrow studies are being prepared as part of the environmental review for the street improvement project.				
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
The proposal will not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.				

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state habitat conservation plan?			X	
The proposal is located within the Stephens' Kangaroo Rat Habitat Conservation Plan (SKR HCP) and the Multi-species Habitat Conservation Plan (MSHCP). The project is not within a reserve area of the SKR HCP. The project is located with the Multi-species Habitat Conservation Plan. The project is not within a criteria area of the MSHCP. Bonterra Consultants prepared a Habitat Assessment Survey on June 13, 2012 related to the street improvement project. No owls were identified. Burrow studies are being prepared as part of the environmental review for the street improvement project. The project study area is not within a criteria cell. The proposal is not in conflict with an adopted Habitat Conservation Plan.				
V. **CULTURAL RESOURCES.** Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?				X
The General Plan Amendment proposal involves no potential direct impact on historical resources. A Cultural Resources report (June 21, 2012) was prepared by BonTerra Consultants. No potentially significant historical structures were identified within the project limits.				
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?			X	
A Cultural Resources report (June 21, 2012) was prepared by BonTerra Consultants. The potential impacts on archaeological resources under the proposed cross-section would be expected to be similar to the impacts that would result from construction of Nason Street under the current cross-section.				
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X
There are no known paleontological resources within the project area, or in close proximity to the project area. (City of Moreno Valley General Plan EIR, 2006) .				
d) Disturb any human remains, including those interred outside of formal cemeteries?				X
There are no known human remains within the project area.				
VI. **GEOLOGY AND SOILS.** Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:				
(i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				X
There would be no potential direct or indirect impacts related to rupture of earthquake faults. The site is not located within an area delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map. The proposed project does not include any above ground structures so ground shaking would have no potential impact on the project.				
(ii) Strong seismic ground shaking?				X
The project area would be subject to ground shaking. The proposed project does not include any above ground structures so ground shaking would have no potential impact on the project.				
(iii) Seismic-related ground failure, including liquefaction?				X
The project site area is not identified as having a potential for seismic-related ground failure, such as liquefaction. (General Plan EIR, 2006) Furthermore, there are no structures proposed.				
(iv) Landslides?				X
The site is generally flat. There is no potential for landslides within the project area.				
(b) Result in substantial soil erosion or the loss of topsoil?			X	
The site is generally flat. The anticipated impacts of constructing the proposed cross-section would be similar to the impacts resulting from the construction under the current General Plan Amendment. The proposal would not result in substantial soil erosion or the loss of top soil.				
(c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?				X
The General Plan Amendment and future street construction under the General Plan Amendment involves no structures. The proposal is not located on a geologic unit, or soil that is unstable.				

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?				X
The General Plan Amendment and future street construction under the General Plan Amendment will not involve the construction of any buildings. The project will not create any increased risk to life or property related to construction on expansive soils.				
(e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X
The proposed General Plan Amendment and future street project would not involve the construction or use of septic tanks or alternative waste water disposal systems. Therefore, there is no potential for a significant impact on the environment due to soils that are incapable of supporting the use of septic tank systems or alternative disposal systems.				
VII. **GREENHOUSE GAS EMISSIONS.** Would this project?				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?				X
Regarding greenhouse gas emissions, it is not expected that the General Plan Amendment would have any potential impacts either directly or indirectly. When compared to development under the current Circulation Plan of the General Plan, impacts of constructing Nason Street would be expected to be similar. Therefore, there would be no potential for a significant impact on the environment.				
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?				X
There would not be any potential for the project to conflict with any applicable plan, policy or regulation concerning GHG emissions.				
VIII. **HAZARDS AND HAZARDOUS MATERIALS.** Would the project?				
a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?				X
The proposed General Plan Amendment occurs within an area that is primarily residential. It will not affect, in any way, the potential for hazardous materials to be transported along Nason Street. Therefore, the proposal is not expected to create a significant hazard to the public or the environment related to the transport of hazardous materials.				
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X	
No direct or indirect impacts are expected. Based on considering the type of materials involved in the construction of the Nason Street project, there is no potential for a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions.				
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
The General Plan Amendment will not in itself result directly in any construction or use of property that might emit hazardous emissions. Therefore, there is no potential for the proposal to emit hazardous emissions.				
.) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result would it create a significant hazard to the public or the environment?				X
There are no sites within the project area on the list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.				
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
The proposal is not located within an airport land use plan.				
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
The proposal is not within the vicinity of a private airstrip.				
g) Impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
The proposal would not impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan. No mitigation measures will be required.				

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X
The project would not result in any risk of loss involving wildland fires as the project is not adjacent to areas subject to wildland fires. (City of Moreno Valley, General Plan, 2006)				
IX. **HYDROLOGY AND WATER QUALITY**. Would the project:				
a) Violate any water quality standards or waste discharge requirements?				X
The proposal as designed will not violate any water quality standards or waste discharge requirements. The design of the project will be in compliance with City standards.				
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				X
The proposal will have no effect on groundwater supplies or interfere substantially with groundwater recharge.				
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?				X
The proposal would involve a change in cross-section for Nason Street between Alessandro Boulevard and Fir Avenue. It would not substantially alter the existing drainage pattern.				
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or surface runoff in a manner which would result in flooding on- or off site?				X
The proposal will not alter the existing drainage pattern of the site or area.				
e) Create or contribute runoff which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?				X
Development under the proposed cross-section would not create or contribute runoff which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff.				
f) Otherwise substantially degrade water quality?				X
The proposal would not have any direct or indirect impact on water quality.				
g) Place housing within a 100-year floodplain, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
The proposal will not involve the construction of any buildings. The project study area is not within a 100-year floodplain. (FEMA Map panel, 06065C1430G)				
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				X
The proposal would not involve the construction of any structures. The project study area is not within a 100-year floodplain. (FEMA Map panel, 06065C1430G).				
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				X
The proposal will not expose people or structures to a significant risk of loss, injury or death involving flooding.				
j) Inundation by seiche, tsunami, or mudflow?				X
The project area would not be subject to seiche, tsunami, or mudflow.				
X. **LAND USE AND PLANNING**. Would the project:				
a) Physically divide an established community?				X
The proposal is a General Plan Amendment to modify the cross-section for Nason between Alessandro Boulevard and Fir Ave. The proposed modifications increase the width of the cross-section slightly, but are consistent with the existing designated cross-section north of Dracaea Avenue. The proposal would not in any way physically divide an established community.				
b) Conflict with an applicable land use plan, policy or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				X

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
The proposal will involve a change to the Circulation Plan of the General Plan. This change would not result in any conflict with the existing General Plan.				
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?				X
The project is not within a reserve area under the SKR HCP or a criteria area under the WRC-MSHCP. Therefore, the project could not be in conflict with an applicable habitat conservation plan.				
XI. **MINERAL RESOURCES.** Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
The proposal would have no potential to result in the loss of availability of a mineral resource that would be of value to the region and the residents of the state.				
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X
The proposal would not result in the loss of availability of a locally-important mineral resource recovery site delineated on the General Plan or other land use plan.				
XII. **NOISE.** Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
The proposed cross-section is not expected to result in placing vehicles closer to the residences than improvements under the proposed cross-section. Therefore, potential impacts would be less than significant.				
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?				X
There would be no exposure of people to excessive groundborne vibration or noise level as an indirect result of change in the cross-section for Nason Street.				
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
The proposal will not result in an increase in permanent ambient noise levels compared to that which would be expected for development under the existing cross-section for this segment of street.				
d) A substantially temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?				X
The General Plan Amendment proposal would not be expected to result in any increase in ambient noise levels in the vicinity above levels existing without the proposal.				
e) For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X
The project is not located within an airport land use plan, or within two miles of a public airport.				
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X
There is no private airstrip within several miles of the project site.				
XIII. **POPULATION AND HOUSING.** Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				X
The area between Alessandro Boulevard and Fir Avenue is already partially developed. The minor change to the cross-section would not in any way induce population growth in the area.				
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?			X	
The proposal will not have any direct impact on existing housing as it is a policy change. The proposal will not displace substantial numbers of existing residences.				

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?			X	
The proposal will not displace substantial numbers of people requiring replacement housing elsewhere.				
XIV. **PUBLIC SERVICES.** Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire protection?				X
The proposal would have no long-term impact on fire protection. The modification of the cross-section wouldn't affect fire protection services.				
b) Police protection?			X	
The proposal would have no long-term impact on fire protection. The modification of the cross-section wouldn't affect fire protection services.				
c) Schools?				X
The project would have no potential for a direct or indirect impact on school facilities.				
d) Parks?				X
The proposal would not have the potential for a direct or indirect impact on parks facilities.				
e) Other public facilities?				X
There would be no impact on other public facilities.				
XV. **RECREATION.**				
a) Would the project increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				X
The proposal would have no potential direct or indirect impact on existing neighborhood or regional parks, or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated.				
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				X
The proposal would have no potential direct or indirect impact on recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment.				
XVI. **TRANSPORTATION/TRAFFIC.** Would the project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?			X	
A traffic report (May 10, 2012) was prepared by Urban Crossroads. The report concluded that the Nason Street corridor within the project limits should be improved with a four lane divided roadway. The proposed General Plan Amendment is consistent with the findings included in the report.				
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?				X
As identified in the traffic study, the proposal would have no direct or indirect potential conflict with an applicable congestion management plan.				
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				X
The proposal would not result in a change in air traffic patterns that results in safety risks.				
d) Substantially increase hazards to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?				X
The modification of the General Plan cross-section would not increase hazards due to a design feature. The construction of the roadway under the proposed cross-section with a divided roadway would likely improve traffic conditions and reduce traffic hazards as discussed in the traffic report (Urban Crossroads, May 10, 2012).				

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Result in inadequate emergency access?			X	
There would be no direct impact on emergency access.				
f) Conflict with adopted policies or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?				X
The proposal will not provide any impediment to public transit, bicycle, or pedestrian facilities. The proposed General Plan Amendment will be consistent with the bikeway plan of the General Plan.				
XVII. **UTILITIES AND SERVICE SYSTEMS.** Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				X
The General Plan Amendment would have no direct or indirect impact that would result in exceeding wastewater treatment requirements. The development and construction of the street itself would be required to be designed to satisfy all of the Regional Waster Quality Control Board's requirements.				
b) Require or result in construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
The proposal would not establish a need for new water or wastewater treatment facilities.				
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			X	
As an indirect impact related to the construction of the Nason Street improvements, the proposal may involve the alteration of a storm drain facility. These improvements would not result in the potential to cause a significant impact on the environment.				
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				X
The General Plan Amendment will not involve establishing a use that would require water supplies.				
e) Result in a determination by the wastewater treatment provider which serves or may serve the project determined that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X
The General Plan Amendment will not create a need for wastewater treatment facilities. Therefore, there could no impact.				
f)) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?				X
Upon construction, the Nason Street improvements would not generate any need for solid waste disposal.				
g) Comply with federal, state, and local statues and regulations related to solid waste?				X
The construction of the proposed cross-section for Nason Street would be required to comply with all federal, state, and local statues and regulations related to solid waste.				
XVIII. **MANDATORY FINDINGS OF SIGNIFICANCE.**				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?			X	
The proposed General Plan Amendment does not have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory.				
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?			X	

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
The General Plan Amendment would not have a cumulative direct impact on the environment as the policy action involves no physical impacts. The potential impacts of constructing the proposed cross-section for Nason Street would be nearly identical to constructing Nason Street under the existing General Plan cross-section.				
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X	
The proposed General Plan Amendment is limited to the modification of the designation of Nason Street for the segment from Alessandro Boulevard and Fir Avenue. The potential environmental impacts associated with the construction of roadway improvements under the proposed modification to the Circulation Plan would be nearly identical to the impacts that would result from construction of the existing cross-section. As provided for in the above discussion in the Initial Study, the General Plan Amendment does not have the potential for substantial adverse effects on human beings either directly or indirectly.				

PLANNING COMMISSION
STAFF REPORT

Case:	**PA12-0026 (General Plan Amendment)**
Date:	August 23, 2012
Applicant:	City of Moreno Valley, Public Works Department
Representative:	Ahmad R. Ansari, P.E. Public Works Director/City Engineer
Location:	The project is located on Nason Street between Alessandro Boulevard and Fir Avenue
Proposal:	The proposal is the modification of the Circulation Plan of the City's General Plan to amend the cross-section for Nason Street between Alessandro Boulevard and Fir Avenue
Recommendation:	Approval

SUMMARY

The City of Moreno Valley Public Works Department is requesting a modification to the City's Circulation Plan. The existing cross-section identifies this segment of Nason Street as a 4-lane arterial with a 100 foot right of way and a 76 foot roadway width between Alessandro Boulevard and Dracaea Avenue, and a 4-lane divided arterial with a 110 foot right of way and 86 foot wide roadway width between Dracaea Avenue and Fir Avenue. The proposed modification is for a 4-lane divided arterial with a 120 foot right of way and an 86 foot roadway width.

Attachment D

PROJECT DESCRIPTION

With the adoption of Resolution 2006-84 on July 11, 2006, the City Council of Moreno Valley approved the 2006 General Plan Update. Within the approved General Plan is the City's Circulation Plan. The City's Circulation Plan serves the purpose of identifying the routes and classifications for the City's street system consistent with the General Plan's Circulation Element Goals, Objectives, Policies, and Programs.

The City Council authorized the addition of the Nason Street Project from Cactus Avenue to Fir Avenue in the FY 2011-12 CIP and the appropriation of up to $15 million in California Communities Gas Tax Revenue Certificates of Participation (COPS), Series 2011B (TRIP – Total Road Improvement Program) monies for the project. On July 26, 2011, the City Council adopted Resolution No. 2011-81 approving the sale, execution, and delivery of not more than $20 million in principal amount of COPS monies. These improvements are integral elements of the Economic Development Action Plan focused on building a medical corridor to facilitate and attract development and create jobs for Moreno Valley residents.

The CIP approved project consists of approximately 9,200 linear feet of ultimate width street improvements along Nason Street from Cactus Avenue to Fir Avenue. City staff and the design consultant thoroughly examined the City's Circulation Plan within the project area by conducting traffic analysis projections and alignment studies. City staff and the design consultant concurred through the analysis that a revision to the City's Circulation Plan is necessary.

The proposed revision to the City's Circulation Plan is the classification of Nason Street from Alessandro Boulevard to Dracaea Avenue (currently Arterial with 100 foot right of way and 76 foot roadway width) and Nason Street from Dracaea Avenue to Fir Avenue (currently 4-Lane Divided Arterial with 110 foot right of way and 86 foot roadway width) to 4-Lane Divided Arterial, Augmented Parkway with 120 foot right of way and 86 foot roadway width on the Circulation Element.

ANALYSIS

The Nason Street Improvement Project proposes to construct improvements along Nason Street from Alessandro Boulevard to Fir Avenue. The General Plan currently shows a variety of designations for Nason Street within the project area, including a Divided Arterial from Fir Avenue to Dracaea Avenue, an Arterial from Dracaea Avenue to Alessandro Boulevard, and a Divided Major Arterial (with a reduced cross-section) from Alessandro Boulevard to Cactus Avenue. A Traffic Analysis was completed in May 2012 to determine the improvements necessary to achieve acceptable Levels of Service for General Plan Buildout conditions and provide design year recommendations for the study area. This study also evaluated side street access regarding potential median openings within the study area along Nason Street.

Nason Street improvements evaluated in the traffic analysis only extended from Fir Avenue to Cactus Avenue since Nason Street currently terminates approximately 1,300 foot south of Cactus Avenue. However, the City is currently constructing improvements that extend Nason Street towards the south and will connect to Iris Avenue within the next year. It is anticipated that traffic volumes along Nason Street will increase by approximately 10,000 vehicles per day (VPD) once this connection is completed. This will increase daily traffic volumes along the corridor in the project area to in excess of 20,000 VPD. Based on the findings of the analysis it was recommended that the overall Nason Street corridor within the project limits be constructed as a four lane divided roadway.

REVIEW PROCESS

In June 2012, the proposed alignment, including the traffic study, was presented to City Departments and a Public Information meeting was held on June 27th to obtain input from residents and business owners affected by the project. A meeting was also held in March 2012 with Valley View High School staff in order to receive any comments or concerns they may have. Comments from City Departments, affected residents, the high school, and business owners focused on access during construction, individual property concerns such as tree removal and driveway access, potential restrictions on turning, and potential increased speeds once the widening was completed. These issues will be resolved during the design process. Thus far the overall responses and comments have been very positive.

ENVIRONMENTAL

An Initial Study has been completed for the project. Based upon the Initial Study, this project will not result in the potential for a significant impact on the environment. Therefore, the adoption of a Negative Declaration is recommended.

NOTIFICATION

The public hearing notice for the proposed General Plan Amendment was posted at City Hall and published in the local newspaper on August 1, 2012.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission:

APPROVE Planning Commission Resolution No. 2012-22, recommending that the City Council adopt a Negative Declaration and approve PA12-0026, a General Plan Amendment to revise the City Circulation Plan.

Prepared by:	Approved by:
Lorenz R. Gonzales Senior Engineer, P.E.	John C. Terell, AICP Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2012-22
3. Initial Study

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MV00180669

DUMMY MINUTES FROM 8/23/12 PLANNING COMMISSION MEETING

ATTACHMENT E

-2019-

Item No. E.3

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MV00180671

CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

a) Report by Mayor Richard A. Stewart on March Joint Powers Commission (MJPC)

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MV00180673

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: September 25, 2012

TITLE: **UPDATE OF ECONOMIC DEVELOPMENT ACTION PLAN**

RECOMMENDED ACTION

Staff recommends that the City Council review the update of the Economic Development Action Plan.

BACKGROUND

The City of Moreno Valley is focused on improving the community's jobs to housing balance, along with enhancing the City's economic condition and financial resources, as well as the overall quality of life within the community. During the past 18 months the City has undertaken a number of key initiatives including:

- March 22, 2011—An Economic Development Plan—Areas of Opportunity was created to provide a long-term framework to help shape economic development in Moreno Valley within the 12 designated Areas of Opportunity in the community.

- April 26, 2011—A 2-year Economic Development Action Plan was adopted to target 5 key areas within the Areas of Opportunity that had the potential for creating the most effective economic development benefits during a short period of time. Included in the Economic Development Action Plan was the strategic decision of re-sequencing a number of Capital Improvement Projects aimed at helping facilitate the economic development activities within the five targeted areas of the Economic Development Action Plan.

- June 14, 2011—The City Council adopted Prioritized Goals and an Action Plan through a Goal Setting Workshop including 1) Job Development, 2) Focus on Further Development of the Medical Corridor and Health Services, 3) Maximize

Transportation and Infrastructure Opportunities, 4) Economic and Tax base Development and 5) Enhance the City's Image.

- July 26, 2011—The City Council approved Action Steps to Make Moreno Valley a 'Best Place to Do Business'.

The adoption of a 2-year Economic Development Action Plan provided focus in producing quick results in job creation and momentum towards addressing Moreno Valley's jobs to housing imbalance. An established Action Plan helps create energy towards achieving measurable results in economic development activities within a short timeframe. The Economic Development Action Plan works in conjunction with the Economic Development Plan-Areas of Opportunity, along with the Action Steps to Make Moreno Valley a Best Place. The 2-year ED Action Plan creates a solid foundation for the City of Moreno Valley to build upon in creating much needed jobs in the community and enhancing the overall quality of life for residents and businesses.

The 2-year Economic Development Action Plan focuses on job creation in two targeted business sectors:

- Logistics & Distribution
- Medical & Healthcare

The selection of the these two specific business sectors for job growth is supported by Moreno Valley's demographic make-up, along with business growth opportunities in the Inland Region for these business sector categories.

The approved Economic Development Action Plan contains a number of key initiatives and objectives to be pursued in five geographic areas:

- TownGate
- Centerpointe Business Park
- South Moreno Valley Industrial Area
- East Moreno Valley-Rancho Belago
- City Center

DISCUSSION

Significant progress has been attained with many of the objectives in all five of the geographic areas contained in the Economic Development Action Plan. To keep the City Council and general public informed about results with the Economic Development Action Plan, an 18-month update has been formulated and illustrated with the attached PowerPoint presentation.

With the success of the 2-year Economic Development Action Plan, staff is already working on formulating a new 3-year Economic Development Action Plan that will take

over in April 2013 and build upon the momentum established with the many successful economic development efforts underway in Moreno Valley.

ATTACHMENTS/EXHIBITS

Attachment A - Economic Development Action Plan Update September 2012

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00180677

ECONOMIC DEVELOPMENT ACTION PLAN UPDATE

September 2012

Item No. G.2

-2027-

MV00180678

Accomplishments to Advance Economic Development

- Identification of Economic Development Areas of Opportunity
- Approval of Economic Development Action Plan
- Reforming of City Council Economic Development Subcommittee
- State Certification of Updated City Housing Element recognizing need to address jobs to housing imbalance
- Approval of Action Steps to make Moreno Valley a "Best Place to do Business"

MV00180679

Accomplishments to Advance Economic Development

- City Council adopted the Prioritized Goals and Action Plan from City Council Goal Setting workshop
- Combining Planning, Building & Safety, and Land Development with Economic Development to create the Community & Economic Development Department
- Collaborating with major Developers on advancing projects
- Conducting quarterly Developer Workshop aimed at making Moreno Valley a Best Place to do Business
- Pursuing update of the DIF program

Major Objectives for Economic Development Action Plan

- Create jobs locally and improve City's high unemployment rate
- Address the Community's jobs to housing imbalance
- Strengthen the local economic foundation by attracting quality businesses
- Enhance City revenue generation from sources such as sales tax, property tax, transient occupancy tax, and utility tax – all aimed at improving quality of life in Moreno Valley

MV00180681

Economic Development Action Plan

Focusing on 5 Geographic Areas

- TownGate
- Centerpointe Business Park
- South Moreno Valley Industrial Area
- Eastern Moreno Valley – Rancho Belago
- City Center

Action Plan
Areas of Opportunity

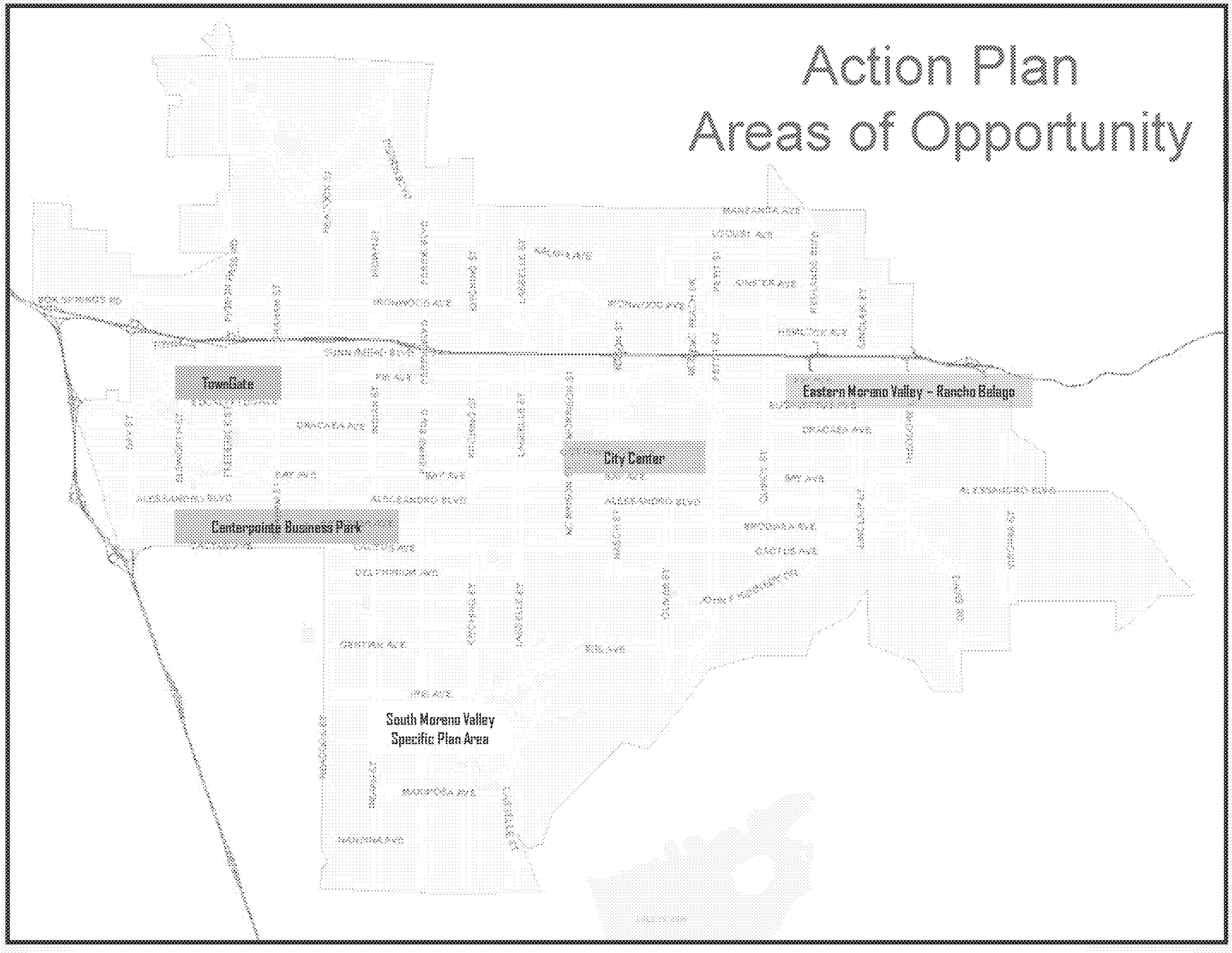

-2032-

Key Initiatives of Action Plan

- Collaborate with the Fritz Duda Company and CW Capital towards enhancing retail and restaurant development in the TownGate area
- Advance the development of projects in the Centerpointe Business Park
- Facilitate the development of approved and entitled projects in the South Moreno Valley Industrial Specific Plan Area
- Capitalize on the opening of Skechers USA and begin to re-evaluate land uses in Eastern Moreno Valley - Rancho Belago area
- Re-sequence and fast-track Capital Improvement Projects in the City Center Area

TownGate

- Worked with Fritz Duda Co. on openings for Five Guys Burgers & Fries, Panera Bread, Anna's Linens, TJ Maxx/HomeGoods Superstore
- New projects coming to TownGate include Miguel's Jr., Chipotle and 24-Hour Fitness Sport
- Negotiations underway with three other users for TownGate Center
- Completed new 80-foot sign for TownGate Center & Plaza along SR 60 to improve new tenant promotion
- Worked with CW Capital – new owner of the Moreno Valley Mall on 10 openings including Rue 21, Body Basics and Round 1 Entertainment Center
- Moreno Valley Mall has created exciting conceptual plans for expansion and repositioning of 1.25 million s.f. regional mall
- Negotiations underway with several users for Moreno Valley Mall

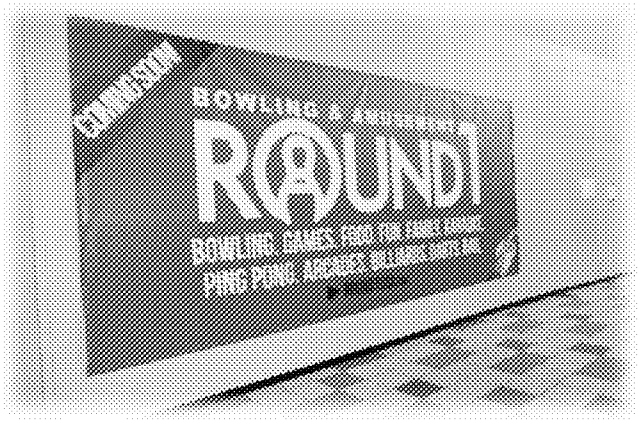

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Centerpointe Business Park

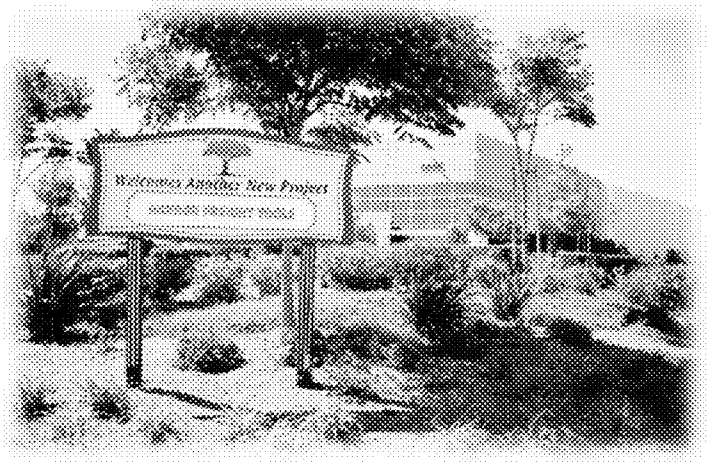

- Harbor Freight Tools
  - Opened new 779,016 s.f. Distribution Center in November 2011
  - Working on a expansion to add 507,720 s.f.
- USAA Real Estate/Overton Moore Properties
  - Under construction with a new 519,760 s.f. industrial building at Centerpointe Logistics Center.
- Ridge Property Trust
  - Working on Harbor Freight Tools expansion
  - Processing plans for additional 770,000 s.f. at Centerpointe Business Park

HARBOR FREIGHT TOOLS
Quality Tools at Ridiculously Low Prices

Item No. G.2

-2035-

MV00180686

South Moreno Valley Industrial Area

- First Inland Logistics Center
  - First Industrial Realty Trust Inc.
  - 691,960 s.f. building completed and leased by Harbor Freight Tools
- Nandina Distribution Center
  - IDS Real Estate Group
  - 1.18 million s.f. total
  - 769,320 s.f. to be completed Fall 2012
  - 413,598 s.f. ready to start construction
- iHerb expansion
  - Added another 160,000 s.f.
  - Increased workforce by 200 employees
- I-215 Logistics Center
  - Trammell Crow Company
  - Construction underway with 1.25 million s.f. building
  - Negotiations underway with users
- Inland Empire Global Logistics Center
  - Panattoni Development Company
  - Approved 1.5 million s.f. building
  - Negotiations underway with major user
- Sares-Regis/Vogel Development
  - Approved 1.6 million s.f. building; under appeal by Sierra Club
  - Negotiations underway with two potential users

-2036-

Eastern Moreno Valley – Rancho Belago

- Skechers USA full operations by October 2011 with workforce of 600

SKECHERS

- Westridge Commerce Center approved 937,000 s.f. building to begin speculative construction in Fall 2012

RIDGE PROPERTY TRUST

- Working with Highland Fairview on EIR and Specific Plan for 41 million s.f. World Logistics Center

hf

- Prologis is underway with EIR preparation of 2,268,000 s.f. industrial business park

PROLOGIS

Item No. G.2

MV00180688

City Center
Re-sequencing of CIP Projects

- Construction of SR 60/ Nason Improvements
  - New ramps completed
  - New Bridge to start Fall 2012
- Installation of new SR 60 southerly ramps at Moreno Beach plus extension of Eucalyptus connecting with Moreno Beach
  - Construction contract awarded 8/28/12

- Improvements on Cactus Ave. between Lasselle St. and Nason St.
  - Under construction with target completion Summer 2013
- Extension of Nason St. southerly to connect Cactus Ave. with Iris Ave.
  - Under construction with target completion Fall 2013
- Eliminate choke pointes on Nason St. between SR60 and Cactus Ave.
  - Project to be funded by California Communities bonds
  - Design and right-of-way acquisition underway

MV00180689

City Center
Healthcare and Education

- Advance the development of the City's medical overlay zone
  - Marketing Highland Fairview's development of a new major medical, health and wellness campus on 200 acres of the Aqua Bella property
  - New CIP projects will help assist development of medical overlay area

  - Kaiser Permanente's 75,000 s.f. expansion to open Fall 2012 with 167 new jobs
  - RCRMC underway with expansion plans

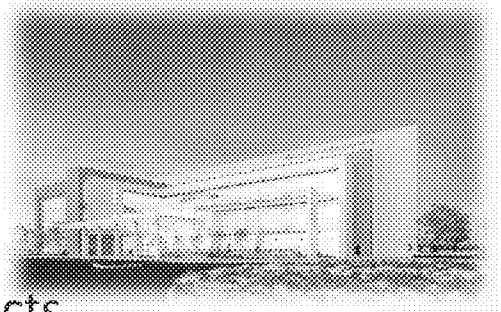

- Enhance educational opportunities
  - Moreno Valley College underway with expansion projects
  - RCRMC will be teaching hospital of new UCR Medical School

MV00180690

City Center

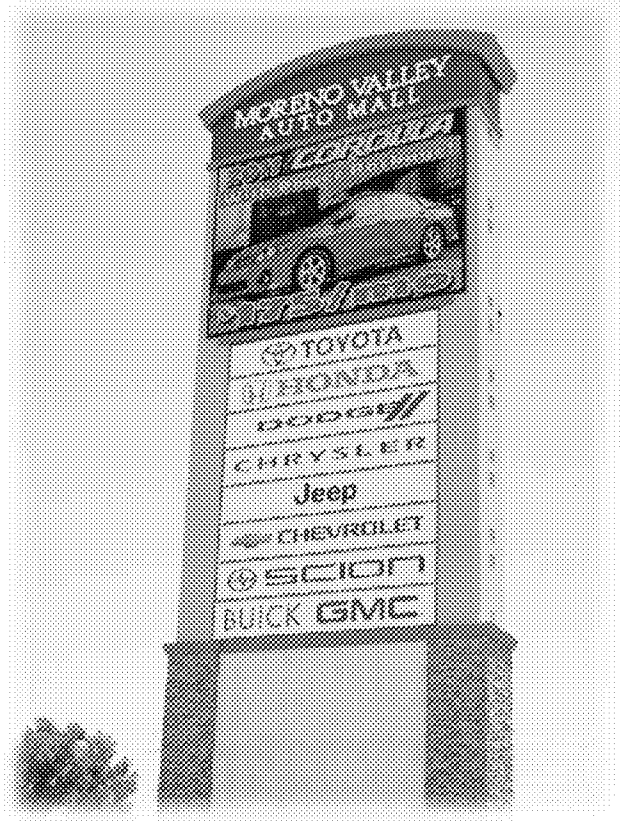

- Moreno Valley Auto Mall
  - Volkswagen of Moreno Valley opened fall 2011
  - Moss Bros. Auto Group underway with $8 million in improvements to dealerships
  - New freeway sign and corner features installed at MV Auto Mall
  - Discussions on-going for other new dealerships
- Re-occupancy of the three closed anchor spaces at Moreno Beach Plaza II
  - Reuse contingent on connecting Eucalyptus to Moreno Beach
  - LA Fitness underway with plans to reuse former Circuit City and Staples spaces, with new sport club concept
  - Negotiations underway for final anchor building and pad development
- Strengthen sales at Stoneridge Towne Centre and Moreno Beach Plaza
  - Adopted electric rate incentive for anchor uses
  - Working towards completion of SR60 improvement projects at Nason and Moreno Beach

MV00180691

Job Creation #1 Goal
New Jobs in 5 ED Action Plan Areas

2011

Distribution/Manufacturing	859
Office/Healthcare	132
Automobile Dealership	57
Retail/Restaurant	302
Total Jobs – 2011	**1,350**

2012

Distribution/Manufacturing	528
Office/Healthcare	167
Automobile Dealerships	20
Retail/Restaurant	265
Total Jobs – 2012	**980**

Total New Jobs 2011/12 in ED Action Plan Area 2,330

MV00180692

Job Creation #1 Goal

2011

Distribution/Manufacturing	
Harbor Freight Tools DC	45
iHerb	98
Modular Metal Fabricating	21
Philips Electronics	134
Ross Stores DC (expansion)	300
Serta Mattress	57
Supreme Truck Bodies	35
Walgreens	44
Subtotal	894
Office/Healthcare	
RCRMC	132
Social Security Admin. (expansion)	79
Subtotal	211
Automobile Dealership	
Moss Bros. Auto Group	57
Subtotal	57
Retail/Restaurant	
Buffalo Wild Wings	110
Five Guys Burgers	62
Rue 21	60
Panera Bread	70
Subtotal	302
Total Jobs – 2011	**1,464**

2012

Distribution/Manufacturing	
Harbor Freight Tools DC	385
Harmon Kardon (expansion)	21
i-Herb (expansion)	122
Subtotal	528
Office/Healthcare	
Kaiser Permanente (expansion) (coming 11/12)	167
Subtotal	167
Automobile Dealerships	
Moss Bros. Auto Group	20
Subtotal	20
Retail/Restaurant	
Chipotle (coming 10/12)	60
Dollar General	40
Dollar Tree (coming 10/12)	30
Family Dollar	30
Harbor Freight Tools Store	35
Round 1 (coming 9/12)	60
S Bar & Grill	25
Universal Strike	30
TJ Maxx/HomeGoods	145
Subtotal	425
Total Jobs – 2012	**1,140**

Total New Jobs 2011/12 in Moreno Valley 2,604

MV00180693

Next Steps

- Complete DIF Update
- Facilitate SR60-East Overlay Study to determine Highest & Best Land Uses
- Assist negotiations for users for new industrial buildings
- Market development opportunities for Medical Overlay Zone
- Explore financing opportunities for more CIP projects to assist in economic development activities
- Adopt new 3-year Economic Development Action Plan in April 2013

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MV00180695

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RH
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: September 25, 2012

TITLE: UPDATE ON AB 32 AND THE CAP-AND-TRADE PROGRAM

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the update.

BACKGROUND

Assembly Bill 32 (AB32), known as the Global Warming Solutions Act, was signed by the Governor in 2006 and calls for a reduction in the emissions that contribute to global warming to 1990 levels by the year 2020. This means a reduction in greenhouse gas emissions of about 15% from current levels. The California Air Resources Board (CARB) is the agency responsible for developing and implementing the programs to meet this target.

The Climate Change Scoping Plan was approved by CARB in December 2008, and is essentially the blueprint of how the state will meet the goals as defined in AB 32. The key strategies in the Scoping Plan include the following:

- Cap-and-Trade Program
- Pavley Standards – reduces 30% of vehicle greenhouse gas emissions by 2016
- Low Carbon Fuel Standard – decreases carbon intensive vehicle fuels 10% by 2020
- SB 375 – changes the way cities are planned, developed, and built through better land-use planning
- Renewable Portfolio Standard – 33% renewable energy by 2020
    - Million Solar Roofs Program
    - Increase use of solar hot water heating
- Energy efficiency
    - Improve appliance efficiency standards
    - Green buildings

- Water efficiency
- Audit of the largest industrial sources to identify greenhouse gas reduction opportunities
- Regulations on refinery flaring and fugitive emissions
- Capture refrigerants and other high global warming potential gases already in use
- Reduce future impact through leak-resistant equipment
- Encourage more efficient agricultural equipment, fuel use and water use
- Reduce emissions from manure digesters at dairies
- Reduce methane emissions from landfills
- Move toward high recycling and zero waste

DISCUSSION

The Cap-and-Trade compliance obligation will begin on January 1, 2013, and applies to the major sources of greenhouse gas emissions such as electricity generators, refineries, cement production facilities, glass manufacturing facilities, and food processing plants. Natural gas, propane, and transportation fuel distributors will be subject to the Cap-and-Trade Program beginning in 2015. There are two parts to cap-and-trade; the first part, the cap, places a limit on the total amount of greenhouse gas emissions a facility can release into the atmosphere. This cap declines over time, forcing those subject to cap-and-trade to reduce greenhouse gas emissions. The second part, the trade, is a market based mechanism whereby an entity subject to AB 32 regulations can buy emissions allowances to meet its compliance obligation. An allowance is a permit to emit one metric ton of a carbon dioxide equivalent greenhouse gas emission. An entity's annual compliance obligation is the number of allowances it must surrender to CARB to be allowed to emit greenhouse gas emissions, and is 30% of the reported and verified greenhouse gas emissions from the previous year. Some entities will be allocated free allowances, and will have to buy additional allowances at auction to meet their compliance obligation.

Some of the key dates for the Cap-and-Trade Program include the following:

1. Program registration	January 2012
2. User/account registration	September 2012
3. Allowances issued	September 2012
4. Auction registration deadline	October 2012
5. First auction	November 2012
6. 2013 auctions	February, May, August, November

Each auction is anticipated to last approximately three hours, and will consist of a single round of sealed bids, with a minimum auction reserve price. Each seller will receive the same bid price at the conclusion of the auction, which will be equal to or greater than the auction reserve price. Every December 1, the auction reserve price for the following calendar year will be announced. The auction reserve price for allowances auctioned in 2012 and 2013 is set at $10.00 per allowance and will increase by no less than 5% each year through 2020.

As an electric utility retail provider, Moreno Valley Utility (MVU) is required to annually report greenhouse gas emissions associated with purchases of electricity and facilities that contain certain gases. MVU has been reporting its greenhouse gas emissions since 2009. MVU will also be allocated a number of allowances by CARB to be sold in the auctions that will occur quarterly each year. However, because MVU does not generate electricity, nor import any electricity, MVU does not have a compliance obligation, meaning MVU is not required to surrender any allowances to CARB. As a result, MVU will not have to purchase any allowances at auction, and will be able to use the revenues received from the sale of the allowances to benefit ratepayers. No later than June 2014, each utility that receives revenues from the sale of allowances will be required to report to CARB how the funds were spent. A public process will be required to determine how the funds received will be used to benefit ratepayers; some examples include using the funds to purchase renewable energy to help meet the utility's Renewable Portfolio Standard, to provide direct rebates to customers, and to implement additional energy efficiency programs. Staff anticipates that an AB32 compliance policy will be brought before Council within the next six months.

FISCAL IMPACT

MVU has been allocated a total of 312,567 allowances through 2020. It is anticipated that MVU will receive a total minimum of approximately $3,577,084 through 2020 to be spent on various programs for the ratepayers.

Prepared By
Jeannette Olko
Electric Utility Division Manager

Department Head Approval
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00180699

MORENO VALLEY
WHERE DREAMS SOAR

Department Update:

Human Resources

September 25, 2012

Item No. G.4.1

MV00180700

Your HR Team

Brigette Montgomery

Kim Schmitz

Liliana Alvarado

Your Facilities Team

Lisa Morgan

Alice Rod

Mayra Robledo

Adam Patino

Rix Skonberg

Daphne McKinney

Frank Kim

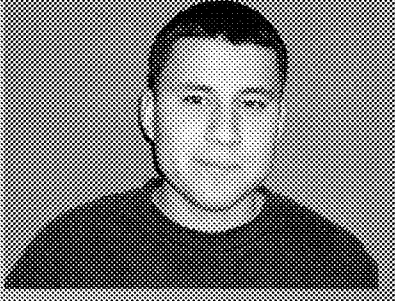
Javier Ponce

Hector Gomez

Item No. G.4.1

Human Resources

Item No. G.4.1

MV00180703

Core Functions

- Recruitment and Staffing
- Classification & Compensation
- Employee Relations
- Training
- Benefits
- Workers' Compensation
- Regulatory Compliance

Recent Results

- Pension Reform: Tier III CalPERS Contract Amendments
- 3-year MOUs with Employee Associations
- Comprehensive MOUs with MVMA, MVCME
- Electronically searchable MOUs
- 27 Recruitments (FY 11-12)
  - 13 more Recruitments since 7/1

- All Recruitments/Applications now online
- Enhanced Volunteer recruitment
  - Volunteer openings now featured on City's Job listing
- Completed Health Needs Assessment with Employee Associations
- Re-Tooled Employee Service Milestone program

- Partnered with Departments to:
  - Transfer 3 employees to preclude layoff
  - Recall 3 laid off employees (Fire, FASD)
- Compliance with new PERS rules affecting retirees on temp assignment
- Expanded specialized legal support (while reducing costs)
- Created Internship opportunities for RCC/MoVal College Kinesiology students

MV00180707

MotiVate MVS

Quarterly Report

Motivation Technology

Pairs Consulting

Item No. G.4.1

Wellness Objectives

- Invest in our employees
- Create comprehensive, holistic program offerings
- Address 4 key components

Home

Health

Work

Life

Program Activities

- Programs build on employee ideas/requests…several led by our employees
- Website for quick access to all program info & activities
- Lunch & Learns:
  - Mortgage Loan Refinancing, Modifications
  - Financial Planning
- City Relay for Life team
- Run-Walk-Jog Group

- Early Detection Health Screenings, with service packages uniquely created for Moreno Valley employees and their families
- Fitness Challenge (MoVal Movers)
- Line Dancing/Aerobics
- Participation in RivCo's employee Education Fair
- On-site information sessions for Cal State Northridge's MPA program
- *Lunch & A Movie* programs
- College Tuition Funding information

- Interview Skills Workshops (w/Toastmasters)
- Self-Defense class
- Zumba class
- CalPERS Retirement Planning Seminar
- Employee Resource Directory
- Family Movie Night (w/Parks)
- FAFSA Workshop (w/MVUSD)
- Car rental discount program
- Costco membership incentives
- Speedway event tickets
- *More coming soon!!!*

Facilities Division

Item No. G.4.1

MV00180713

Recent Results

- Replaced City Hall HVAC System (secured grant funding)
- Completed more than 2,000 work orders last fiscal year
- Collaborated on Fire Station 99 project
- City Hall Parking Lot rehabilitation
- City Hall Lobby renovation
- Earned GOLD status in SCE's Energy Leader Partnership Program

Recent Results

- Lighting retrofits (grant funded)
  - City Hall
  - Senior Center
  - Library
  - FS 6
  - FS 48
  - FS 65
- Solar Film installation at City Hall (grant funded)

On the Horizon

Item No. G.4.1

HR Activities

- ERP: Human Resources module goes live in January
- Pension Reform: collective bargaining, new employees
- MOU re-openers
- Training programs
- Succession Planning/Preparation
- Workers' Comp Program Audit

MV00180717

Facilities Activities

- City Hall Improvement/Rehabilitation
- In-Field Automation
- Roll Out: "It's My Building" program for designated point-of-contact
- Emergency Power for CRC
- Multi-Year Facilities Maintenance Plan
- Annex 1 Renovation
- Public Safety Bldg Lobby Upgrades (Access and Security)

Proudly Serving Those Who Serve Moreno Valley Residents

MORENO VALLEY

WHERE DREAMS SOAR

Human Resources Department

ORDINANCE NO. 853

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 1.10.080 OF CHAPTER 1.10 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO THE COLLECTION OF CIVIL FINES AND PENALTIES.

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1. MUNICIPAL CODE AMENDED:

1.1 Section 1.10.80 of Chapter 1.10 of Title 1 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

"1.10.080 Civil fines—Amount and penalties.

A. The maximum amount of a civil fine for violating particular provisions of this code shall be set forth in a schedule of civil fines adopted by resolution of the city council. The schedule may include escalating civil fine amounts for repeat code violations occurring within specified periods of time. A fine amount, not to exceed those set forth by resolution, may be imposed or reduced at the discretion of the citing officer or the city attorney.

B. Where no civil fine amount is specified by resolution of the city council, civil fines shall be in accordance with those specified in Section 1.01.230 of this code.

C. A late payment penalty shall be imposed for civil fines not paid within thirty (30) calendar days of their due date. The amount of the late payment penalty shall be one hundred (100) percent of the total amount of the civil fine owed.

D. In addition to any civil fine and/or late payment penalty, a hearing officer shall also assess administrative costs against the responsible person when it finds that a violation has occurred or that compliance has not been achieved within the time specified in the civil citation and any granted extensions thereof. Administrative costs may include any and all costs incurred by the city in connection with the matter including, but not limited to, costs of investigation, staffing costs incurred in preparation for an administrative hearing and for the administrative hearing itself, and costs for all reinspections of the property related to the violation(s).

E. Unless otherwise prohibited by law or regulation, all civil fines and administrative costs imposed pursuant to the provisions of this chapter shall accrue simple interest at the rate of eight percent (8%) annually until the civil fine or administrative costs, including interest thereon, is paid in full. Interest shall begin to accrue thirty (30) calendar days after the due date for the civil fine or

administrative costs and continue until the civil fine or administrative costs, including interest thereon, is paid in full."

SECTION 2. EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 3. NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 4. EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this _____ day of _____, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00180723

REVISED AGENDA

CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

December 11, 2012

SPECIAL PRESENTATIONS – 6:00 P.M.
REGULAR MEETING – 6:30 P.M.

City Council Closed Session
First Tuesday of each month – 6:00 p.m.
City Council Study Sessions
Third Tuesday of each month – 6:00 p.m.
City Council Meetings
Second and Fourth Tuesdays – 6:30 p.m.

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3705 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Richard A. Stewart, Mayor

William H. Batey II, Mayor Pro Tem
Jesse L. Molina, Council Member
Robin N. Hastings, Council Member
Marcelo Co, Council Member

***REVISED AGENDA**
CITY COUNCIL OF THE CITY OF MORENO VALLEY
December 11, 2012

CALL TO ORDER

SPECIAL PRESENTATIONS

1. A Child's Place and THINK Together Holiday Singers

2. Recycling All-Star Awards Presented by Waste Management – The Lasselle Place, O'Brien Family, and Blow Family

3. Employee of the Quarter Recognition, 3rd Quarter 2012
   Public Works' Maintenance & Operations Division

4. Business Spotlight

   a) McDonald's Restaurant
   b) Chicago Pasta House

MV00186724

***REVISED AGENDA**
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
AND THE BOARD OF LIBRARY TRUSTEES

THE CITY COUNCIL RECEIVES A SEPARATE STIPEND FOR CSD MEETINGS

REGULAR MEETING - 6:30 PM
DECEMBER 11, 2012

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION

- Deacon Richard Heames, St. Patrick Catholic Church

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY 9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed

MV00186725

to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

SPECIAL ORDER OF BUSINESS

1 RESOLUTION NO. 2012-96 CERTIFYING GENERAL MUNICIPAL ELECTION RESULTS
(Report of: City Clerk Department)

Recommendation:

1. Adopt Resolution No. 2012-96 reciting the facts of the General Municipal Election held November 6, 2012, declaring the results and such other matters as provided by law.

   Resolution No. 2012-96

   A Resolution of the City Council of the City of Moreno Valley, California, Reciting the Facts of the General Municipal Election held November 6, 2012, Declaring the Results and such Other Matters as Provided by Law

2 SWEARING-IN OF COUNCIL MEMBERS ELECT

3 CITY COUNCIL REORGANIZATION – MAYOR AND MAYOR PRO TEM
(Report of: City Clerk Department)

Recommendations That the City Council:

1. Conduct the reorganization of the City Council by selecting two Council Members to serve one-year terms respectively as Mayor and Mayor Pro Tem.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority or the Board of Library Trustees requests that an item be removed for separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY

MV00186726

Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF NOVEMBER 27, 2012 (Report of: City Clerk's Department)

Recommendation:

1. Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:

1. Receive and file the Reports on Reimbursable Activities for the period of November 21 – December 4, 2012.

A.4 AWARD CONSTRUCTION CONTRACT TO SEQUEL CONTRACTORS, INC. FOR THE ALESSANDRO BOULEVARD IMPROVEMENTS AT INDIAN STREET, PROJECT NO. 801 0041 70 77-2002
(Report of: Public Works Department)

Recommendations:

1. Award the construction contract to Sequel Contractors, Inc., 13546 Imperial Hwy., Santa Fe Springs, CA 90670, to the lowest responsible bidder, for the construction of Alessandro Boulevard Improvements at Indian Street.

2. Authorize the City Manager to execute the Agreement with Sequel Contractors, Inc.

3. Authorize the issuance of a Purchase Order to Sequel Contractors, Inc. for $309,608.18 ($269,224.50 base bid amount plus 15% contingency) when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Sequel Contractors, Inc. up to, but not to exceed, the contingency amount of $40,383.68, subject to the approval of the City Attorney.

5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained system, and release the retention to Sequel Contractors, Inc., if no claims are filed against the project.

A.5 AWARD CONSTRUCTION CONTRACT TO C & C GRADING & PAVING, INC. FOR THE STREET IMPROVEMENT PROGRAM, KENTLAND LANE

MV00186727

SOUTH OF EUCALYPTUS AVENUE, WILSON PLACE AND KENNY DRIVE, PROJECT NO. 801 0011 70 77
(Report of: Public Works Department)

Recommendations:

1. Award the construction contract for $243,613.96 to C & C Grading & Paving, Inc., P.O. Box 251, Temecula, CA 92593, the lowest responsible bidder, for construction of the Street Improvement Program, Kentland Lane south of Eucalyptus Avenue, Wilson Place and Kenny Drive.

2. Authorize the City Manager to execute the Agreement with C & C Grading & Paving, Inc.

3. Authorize the issuance of a Purchase Order to C & C Grading & Paving, Inc. for $292,336.75 ($243,613.96 bid plus 20% contingency) when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with C & C Grading & Paving, Inc. up to, but not exceeding, the contingency amount of $48,722.79, subject to the approval of the City Attorney.

5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained system, and release the retention to C & C Grading & Paving, Inc., if no claims are filed against the project.

A.6 MORENO VALLEY RANCH SPECIFIC PLAN 193 – EXONERATE FAITHFUL PERFORMANCE BOND AND MATERIAL & LABOR BOND FOR LANDSCAPE AND IRRIGATION IMPROVEMENTS FOR PLANNING AREA 32 (TRACT 32144), IRIS AVENUE FRONTAGE AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE LANDSCAPE AND IRRIGATION IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF IRIS AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM
(Report of: Community & Economic Development Department)

Recommendations:

1. Adopt the Resolution No. 2012-97 authorizing the acceptance of the landscape and irrigation improvements within Planning Area 32 (Tract 32144), Iris Avenue Frontage as complete and accepting the portion of Iris Avenue associated with the project into the City's maintained street system.

MV00186728

Resolution No. 2012-97

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Landscape and Irrigation Improvements as Complete Within Planning Area 32 (Tract 32144), Iris Avenue Frontage and Accepting the Portion of Iris Avenue Associated with the Project into the City's Maintained Street System

2. Authorize the City Engineer to exonerate the Faithful Performance Bond in the amount of $142,710 and exonerate the Material & Labor Bond in the amount of $71,355 for landscape and irrigation improvements.

A.7 RECEIVE THE ANNUAL REPORT ON DEVELOPMENT IMPACT FEES FOR FISCAL YEAR 2011-12
(Report of: Financial & Administrative Services Department)

Recommendations:

1. Approve and accept the Annual Report on Development Impact Fees in compliance with California Government Code Section 66006.

2. Approve the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees.

A.8 NOTICE OF COMPLETION AND ACCEPTANCE OF THE MORRISON PARK FIRE STATION (FIRE STATION NO. 99), PROJECT NO. 803 0013 70 77 (FORMERLY 11-43472527)
(Report of: Public Works Department)

Recommendations:

1. Accept the work as complete for construction of the Morrison Park Fire Station (Fire Station 107), constructed by Silver Creek Industries, 195 East Morgan Street, Perris, CA 92571.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code.

3. Authorize the Financial and Administrative Services Director to release the retention to Silver Creek Industries thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project.

4. Accept the improvements into the City's maintained building system.

A.9 PA04-0104, TM 32625 - ACCEPT TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) REIMBURSEMENT AGREEMENT #T06-002. MERITAGE HOMES OF CALIFORNIA, INC. CORONA, CA 92879
(Report of: Community & Economic Development Department)

Recommendations:

1. Accept the Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreement for PA04-0104, TM 32625 for qualifying public improvements on Redlands Boulevard.

2. Authorize the Mayor to execute the Agreement.

3. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.

A.10 APPROVE RESOLUTION 2012-98 DIRECTING MORENO VALLEY UTILITY TO USE THE ALLOWANCE REVENUE FROM THE CALIFORNIA CAP-AND-TRADE PROGRAM AUCTION SOLELY TO BENEFIT ITS RETAIL ELECTRICITY CUSTOMERS
(Report of: Public Works Department)

Recommendation:

1. Approve Resolution No. 2012-98 directing Moreno Valley Utility to use the allowance revenue from the California Cap-and-Trade Program auction solely to benefit its retail electricity customers.

   Resolution No. 2012-98

   A Resolution of the City Council of the City of Moreno Valley, California, Directing Moreno Vallley Utility to use the Allowance Revenue from the California Cap-and-Trade Program Auction Solely to Benefit Retail Electricity Customers

A.11 AUTHORIZATION TO ISSUE PURCHASE ORDER TO SOUTHERN CALIFORNIA EDISON (SCE) FOR ENGINEERING OF THE SCE RULE 20B UNDERGROUNDING FOR THE NASON STREET FROM CACTUS AVENUE TO FIR AVENUE IMPROVEMENT PROJECT
PROJECT NO. 801 0001 70 77
(Report of: Public Works Department)

Recommendations:

1. Authorize the issuance of a Purchase Order to SCE in the amount of $144,000 ($120,000 plus 20% contingency) from Account No. 2000-70-77-80001.

2. Authorize a deposit payment to SCE in an amount up to $144,000 for

the engineering of the proposed Rule 20B Undergrounding of SCE facilities for the Nason Street from Cactus Avenue to Fir Avenue Improvements.

A.12 APPROVE RESOLUTION 2012-99 ADOPTING A RESOURCE ADEQUACY PROGRAM FOR MORENO VALLEY UTILITY
(Report of: Public Works Department)

Recommendation:

1. Approve Resolution No. 2012-99 adopting a Resource Adequacy Program for Moreno Valley Utility.

   Resolution No. 2012-99

   A Resolution of the City Council of the City of Moreno Valley, California, Adopting a Resource Adequacy Program for Moreno Valley Utility

A.13 RESOLUTIONS OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE AMENDED SECOND AND THIRD RECOGNIZED OBLIGATION PAYMENT SCHEDULES FOR THE PERIODS OF JULY 1, 2012 TO DECEMBER 31, 2012 AND JANUARY 1, 2013 TO JUNE 30, 2013 RESPECTIVELY
(Report of: Community & Economic Development Department)

Recommendation That the City Council as Successor Agency:

1. Adopt Resolution No. SA 2012-100 approving an amended Second Recognized Obligation Payment Schedule ("ROPS 2"), for the periods of July 1, 2012 to December 31, 2012.

   Resolution No. SA 2012-100

   A Resolution of the City Council of the City of Moreno Valley, California Serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley Approving a Recognized Obligation Payment Schedule (ROPS 2)

2. Adopt Resolution No. SA 2012-101 approving an amended Third Recognized Obligation Payment Schedule ("ROPS 3"), for the periods of January 1, 2013 to June 30, 2013.

   Resolution No. SA 2012-101

   A Resolution of the City Council of the City of Moreno Valley Serving

as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, California Approving a Recognized Obligation Payment Schedule (ROPS 3)

3. Authorize the Executive Director or his designee to make modifications to the Schedule.

4. Authorize the transmittal of the ROPS 2 and ROPS 3 to the Oversight Board for review and approval.

A.14 RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING INDEPENDENT ACCOUNTANT'S REPORT OF THE DUE DILIGENCE REVIEW OF ALL FUNDS AND ACCOUNTS OTHER THAN THE LOW AND MODERATE INCOME HOUSING FUND PURSUANT TO SECTIONS 34179.5 AND 34179.6 OF THE DISSOLUTION ACT
(Report of: Community & Economic Development Department)

Recommendation That the City Council as Successor Agency:

1. Adopt Resolution No. SA 2012-102 approving the Independent Accountant's Report of the Due Diligence Review of the Non-Housing Assets Conducted Pursuant to Section 34179.5 for the Non-Housing Funds.

   Resolution No. SA 2012-102

   A Resolution of the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley Approving the Independent Accountant's Report Re the Due Diligence Review as to all Funds and Accounts Other than the Low and Moderate Income Housing Fund Conducted Pursuant to Section 34179.5 and Authorizing Staff to Transmit the Report to the Oversight Board and to the County Auditor-Controller, State Controller's Office, and Department of Finance Pursuant to Section 34179.6 of the Dissolution Act

2. Authorize staff to transmit the Report to the Oversight Board and to the County Auditor-Controller (CAC), State Controller's Office (SCO), and Department of Finance (DOF) Pursuant to Section 34179.6 of the Dissolution Act.

A.15 SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND (SLESF) EXPENDITURE PLAN FOR FY 2012-13
(Report of: Financial & Administrative Services Department)

MV00186732

Recommendations:

1. Approve the Supplemental Law Enforcement Services Fund (SLESF) Expenditure Plan for FY 2012-13.

2. Approve an increase of $115,970 to the SLESF Grant Fund FY 2012-13 revenue budget (account 2410-60-69-76012-486000) to reflect the total FY 2012-13 allocation of $315,970.

3. Approve an increase of $115,970 to the SLESF Grant Fund FY 2012-13 expenditure budget (account 2410-60-69-76012-620320) to reflect the FY 2012-13 planned expenditure of $315,970.

A.16 RESOLUTION ADJUSTING DEVELOPMENT IMPACT FEES TO ADD A CATEGORY FOR HIGH CUBE INDUSTRIAL DEVELOPMENT
(Report of: Community & Economic Development Department)

Recommendation:

1. Approve Resolution No. 2012-103 authorizing the adjustment of the City of Moreno Valley Development Impact Fees to add a category Commercial & Industrial High Cube Development.

   Resolution No. 2012-103

   A Resolution of the City Council of the City of Moreno Valley, California, Adopting the Development Impact Fee (DIF) Update Study 2012 and Adding a New Category - Industrial High Cube – to the Table of Developments in the City of Moreno Valley Subject to DIF

A.17 READOPTING CONFLICT OF INTEREST CODE
(Report of: City Clerk Department)

Recommendations:

1. The City Council adopt Resolution No. 2012-104, readopting a Conflict of Interest Code to amend the list of designated employees having filing requirements, and repealing all prior enactments on the same subject.

   Resolution No. 2012-104

   A Resolution of the City Council of the City of Moreno Valley, California, Readopting a Conflict of Interest Code by Reference to the Fair Political Practices Commission's Standard Model Conflict of Interest Code, and Repealing all Prior Enactments on the Same Subject

2. City Council serving as Successor Agency for the Community

Redevelopment Agency of the City of Moreno Valley adopt Resolution No. SA 2012-105, adopting a Conflict of Interest Code.

Resolution No. SA 2012-105

A Resolution of the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, California, Adopting a Conflict of Interest Code by Reference to the Fair Political Practices Commission's Standard Model Conflict of Interest Code, and Repealing all Prior Enactments on the Same Subject

3. The City Council, as the code reviewing body for the Oversight Board of Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley approve the Conflict of Interest Code adopted by Resolution No. OB 2012-03 (Attachment 5 to the staff report).

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF NOVEMBER 27, 2012 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

B.3 READOPTING CONFLICT OF INTEREST CODE
(Report of: City Clerk Department)

Recommendations
1. The City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD), adopt Resolution No. CSD 2012-22, readopting a Conflict of Interest Code to amend the list of designated employees having filing requirements, and repeal all prior enactments on the same subject.

Resolution No. CSD 2012-22

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Readopting a Conflict of Interest Code by Reference to the Fair Political Practices Commission's Standard Model Conflict of Interest Code and Repealing all Prior Enactments on the Same Subject

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF NOVEMBER 27, 2012 (Report of: City Clerk's Department)

Recommendations
1. Approve as submitted.

C.3 READOPTING CONFLICT OF INTEREST CODE
(Report of: City Clerk Department)

Recommendations
1. The City Council, acting in its capacity as Members of the Moreno Valley Housing Authority, adopt Resolution No. HA 2012-07, readopting a Conflict of Interest Code to amend the list of designated employees having filing requirements, and repealing all prior enactments on the same subject.

   Resolution No. HA 2012-07

   A Resolution of the Moreno Valley Housing Authority of the City of Moreno Valley, California, Adopting a Conflict of Interest Code by Reference to the Fair Political Practices Commission's Standard Model Conflict of Interest Code, and Repealing all Prior Enactments on the Same Subject

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF NOVEMBER 27, 2012 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

E. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration.

MV00186735

Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

E.1 ADOPTION OF FY 2013-2014 CDBG AND HOME PROGRAM OBJECTIVES AND POLICIES
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Conduct a Public Hearing to allow for the community to comment on the needs of low-and-moderate income residents in Moreno Valley, including the CDBG Target Areas.

2. Approve the proposed CDBG and HOME Program Objectives and Policies for the 2013-2014 Program Year.

E.2 A PUBLIC HEARING FOR THE RPT CENTERPOINTE WEST PROJECT AND RELATED ENVIRONMENTAL IMPACT REPORT. PA12-0019 PROPOSES EITHER A 164,720 SQUARE FOOT (SF) WAREHOUSE BUILDING OR AN ENCLOSED TRUCK STORAGE YARD ON 7.6 ACRES AT THE NORTHEAST CORNER OF CACTUS AVE. AND FREDERICK ST. PA12-0020 PROPOSES ADDING 507,720 SF TO AN EXISTING 779,016 SF WAREHOUSE BUILDING ON 18.6 ACRE AT THE NORTHWEST CORNER OF CACTUS AVE. AND GRAHAM ST. PA12-0021 PROPOSES A 607,920 SF WAREHOUSE BUILDING ON 30 ACRES AT THE NORTHWEST CORNER OF GRAHAM ST. AND BRODIAEA AVE. THE PROJECT WILL REQUIRE THE VACATION OF EXISTING JOY STREET. PA12-0022 PROPOSES A ZONE CHANGE FROM BUSINESS PARK - MIXED USE (BPX) TO LIGHT INDUSTRIAL (LI) FOR 7.6 ACRES AT THE NORTHEAST CORNER OF CACTUS AVENUE AND FREDERICK STREET. THE APPLICANT IS RIDGE MORENO VALLEY, LLC.
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Conduct a public hearing for Environmental Impact Report (P12-057), Zone Change application PA12-0022, Plot Plan PA12-0019, Plot Plan PA12-0020, and Plot Plan PA12-0021, and subsequent to the public hearing:

2. APPROVE Resolution No. 2012-106 CERTIFYING that the Environmental Impact Report (EIR) for the RPT Centerpointe West Project has been completed in compliance with the California Environmental Quality Act, ADOPTING Findings and Statement of Overriding Considerations, and APPROVING a Mitigation Monitoring Program.

   Resolution No. 2012-106

MV00186736

A Resolution of the City Council of the City of Moreno Valley, California, Certifying the Final Environmental Impact Report (P12-057), Adoption of the Findings and Statement of Overriding Considerations, and Approval of the Mitigation Monitoring Program for the RPT Centerpointe West Project, Generally Located at or Near the Northeast Corner of Frederick Street and Cactus Avenue on Assessor's Parcel Numbers 297-170-027, -064, -065, -067, -075, -076, & -08.

3. INTRODUCE Ordinance No. 857 APPROVING Zone Change application PA12-0022 for 7.6 acres from Business Park Mixed-Use (BPX) to Light Industrial (LI) as shown on Exhibit A of the staff report.

   Ordinance No. 857

   An Ordinance of the City Council of the City of Moreno Valley, California, Approving Zone Change Application PA12-0022 to Change the Zone From Business Park Mixed-Use to Light Industrial for a 7.6 Acre Site Located at the Northeast Corner of Frederick Street and Cactus Avenue (Assessor's Parcel Number 297-170-027)

4. APPROVE Resolution No. 2012-107 APPROVING Plot Plan PA12-0019, Plot Plan PA12-0020, and Plot Plan PA12-0021), subject to the conditions of approval included as Exhibits A, B and C of the staff report.

   Resolution No. 2012-107

   A Resolution of the City Council of the City of Moreno Valley, California, for Approval of Plot Plan PA12-0019 for a 164,720 SF Warehouse or an Enclosed Truck Storage Yard, Plot Plan PA12-0020 for a 507,720 SF Addition to an Existing 779,016 SF Warehouse for a Total of 1,286,736 SF, and Plot Plan PA12-0021 for a 607,920 SF Warehouse for the RPT Centerpointe West Project.

E.3 PUBLIC HEARING TO ADOPT SUBSTANTIAL AMENDMENT #1 TO THE FY 2012-2013 CDBG ANNUAL ACTION PLAN, AMENDMENT #2 TO THE NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP3)
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Conduct a Public Hearing to allow the public an opportunity to comment on the proposed Substantial Amendment #1 to 2012-13 CDBG Annual Action, Substantial Amendment #2, to the NSP 3 Program.

2. Approve the proposed amendments to the NSP3 Program that redefine the Target Areas, clarify the eligible activities within each Target Area, and reallocate funds between HUD-approved NSP3 eligible activities.

3. Approve the re-appropriations and authorize the Financial & Administrative Services Director to process the adjustments.

4. Authorize the City Manager to reallocate NSP3 funds between HUD-approved grant activities.

E.4 PUBLIC HEARING TO ADOPT SUBSTANTIAL AMENDMENT #2 TO THE FY 2012-2013 CDBG ANNUAL ACTION PLAN, AMENDMENT #2 TO THE NEIGHBORHOOD STABILIZATION PROGRAM 1 (NSP1)
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Conduct a Public Hearing to allow public comment on the proposed Substantial Amendment #1 to the FY 2012-2013 Annual Action Plan, Substantial Amendment #2 to the Neighborhood Stabilization Program 1 (NSP1).

2. Review and adopt the proposed Substantial Amendment #1 to the FY 2012-2013 Annual Action Plan, Substantial Amendment #2 to the Neighborhood Stabilization Program 1 (NSP1).

3. Approve the Revenue and Expense Appropriations in the amount of $3,515,740 and authorize the Financial & Administrative Services Director to process the adjustments.

4. Authorize the City Manager to reallocate grant funds between HUD-approved NSP1 grant activities.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

a) Report by Mayor Richard A. Stewart on March Joint Powers Commission (MJPC)

G.2 DISSOLUTION OF COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE OF THE CITY OF MORENO VALLEY

(Report of: Public Works Department)

Recommendations That the City Council:

1. Acting as the legislative body of Community Facilities District No. 4-Infrastructure of the City of Moreno Valley introduce Ordinance No. 856 ordering the dissolution of CFD No. 4-Infrastructure and the recordation of an amendment to the Notice of Special Tax Lien and repeal of Ordinance 821.

   Ordinance No. 856

   An Ordinance of the City Council of the City of Moreno Valley, California, Dissolving Community Facilities District No. 4-Infrastructure of the City of Moreno Valley and Ordering the Recordation of an Amendment to the Notice of Special Tax Lien Related to such District and Repealing Ordinance No. 821

G.3 APPOINTMENT TO THE PARKS AND RECREATION COMMISSION (TEENAGE MEMBER)
(Report of: City Clerk Department)

Recommendations That the City Council:

1. Appoint Patrick Samones to the Parks and Recreation Commission as a teenage member for a term expiring November 25, 2015, or until high school graduation, whichever comes first.

2. If an appointment is not made, declare the position vacant and authorize the City Clerk to re-notice the position as vacant.

G.4 APPOINTMENT TO THE ARTS COMMISSION
(Report of: City Clerk Department)

Recommendations That the City Council:

1. Appoint one member to the Arts Commission with a term expiring June 30, 2014.

2. If an appointment is not made, declare the position vacant and authorize the City Clerk to re-notice the position as vacant.

G.5 ECONOMIC DEVELOPMENT-RETAIL ANCHOR REUSE INCENTIVE PROGRAM
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Approve establishing a new Economic Development-Retail Anchor Reuse Incentive Program to help assist with the reuse of vacant

MV00186739

anchor retail buildings in Moreno Valley.

G.6 REPORT OF FISCAL YEAR 2011-12 YEAR END AND FISCAL YEAR 2012-13 FIRST QUARTER STATUS; APPROVAL OF FISCAL YEAR 2011-12 CARRYOVERS AND FISCAL YEAR 2012-13 BUDGET ADJUSTMENT RECOMMENDATIONS
(Report of: Financial & Administrative Services Department)

Recommendations That the City Council:

1. Receive and file this report on the status of the financial results for Fiscal Year (FY) 2011-12 and the first quarter ended September 30, 2012 for FY 2012-13.

2. Adopt Resolution No. 2012-108, approving the following: Recommended budget amendments presented in Exhibit A, P1-P3 to be appropriated and included in the FY 2012-13 Approved Budget. The recommended appropriation changes total $270,000 for the General Fund, $564,000 for non-General Funds and $834,000 in total for all funds.Operating carryover expenditures from the FY 2011-12 approved budget presented in Exhibit A, P1-P3 that are recommended to be re-appropriated to be completed as a component of the FY 2012-13 Approved Budget. The recommended appropriation changes total $458,283 for the General Fund, $2,100,005 for non-General Funds and $2,558,288 in total for all funds.Capital Improvement Program (CIP) carryover expenditures from the FY 2011-12 approved budget presented in Exhibit B, P1-P2 that are recommended to be re-appropriated to be completed as a component of the FY 2012-13 Approved Budget. The recommended appropriation changes total $9,962,247.

   Resolution No. 2012-108

   A Resolution of the City Council of the City of Moreno Valley, California, Adopting the Revised Operating Budget for Fiscal Year 2012/13

3. Approve the designation of $101,000 of General Fund fund balance as designated for Outside Legal Services. These funds represent savings in the FY 2011-12 Legal Services Budget and provide a contingency in years when outside legal services may be needed beyond the anticipated budget.

4. Approve the position control changes summarized on page 10 of this report.

Recommendation That the City Council as Successor Agency:

1. Adopt Resolution No. SA 2012-109, approving the Capital Improvement Program (CIP) carryover expenditures from the FY 2011-12 approved budget presented in Exhibit B, P4 that are recommended to be re-appropriated to be completed as a component of the FY 2012-13 Approved Budget. The recommended appropriation changes total $3,084,094.

   Resolution No. SA 2012-109

   A Resolution of the City Council of the City of Moreno Valley Serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, California, Adopting the Revised Operating Budget for Fiscal Year 2012/13

Recommendations That the CSD:

1. Adopt Resolution No. CSD 2012-23, approving the following:Operating carryover expenditures from the FY 2011-12 approved budget presented in Exhibit A, P4 that are recommended to be re-appropriated to be completed as a component of the FY 2012-13 Approved Budget. The recommended appropriation changes total $110,000.Capital Improvement Program (CIP) carryover expenditures from the FY 2011-12 approved budget presented in Exhibit B, page 3 that are recommended to be re-appropriated to be completed as a component of the FY 2012-13 Approved Budget. The recommended appropriation changes total $5,000.

   Resolution No. CSD 2012-23

   A Resolution of the Moreno Valley Community Services District, Adopting the Revised Operating Budget for Fiscal Year 2012/13

G.7 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

G.8 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/City as Successor Agency for the Community Redevelopment Agency/Housing Authority or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

MV00186742

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

*3 SECTION 54957 - PUBLIC EMPLOYMENT

a. Public Employee Annual Performance Evaluation - City Attorney

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

ADJOURNMENT

***Denotes Revision to the Agenda**

MV00186743

CERTIFICATION

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, certify that the City Council Agenda was posted in the following places pursuant to City of Moreno Valley Resolution No. 2007-40:

City Hall, City of Moreno Valley
14177 Frederick Street

Moreno Valley Library
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center
25075 Fir Avenue

Jane Halstead, CMC,
City Clerk

Date Posted: December 6, 2012

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RH
CITY MANAGER	MO

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: December 11, 2012

TITLE: RESOLUTION NO. 2012-96 CERTIFYING GENERAL MUNICIPAL ELECTION RESULTS

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. 2012-96 reciting the facts of the General Municipal Election held November 6, 2012, declaring the results and such other matters as provided by law.

BACKGROUND

On Tuesday, November 6, 2012, the City of Moreno Valley conducted a General Municipal Election for the purpose of electing Council Members in Districts 1, 3, and 5.

The Riverside County Registrar of Voters has now completed the canvass of election returns as provided in §§10260 and 15301 of the California Elections Code and the City's Resolution No. 2012-47 and has provided the required certificate of results, which is attached hereto as Exhibit A.

The names of persons voted for, and the number of votes given in the City for Member of the City Council for District 1 are as follows:

NAME:	NUMBER OF VOTES:	
Daryl Terrell	1,723	23.14%
Daniel Galarza	1,578	21.19%
Jesse L. Molina	4,145	55.67%
	Total: 7,446	100%

The names of persons voted for, and the number of votes given in the City at the election for Member of the City Council for District 3 are as follows:

NAME	NUMBER OF VOTES	
Tom Owings	4,088	39.57%
Robin N. Hastings	3,381	32.73%
Carlos Thomas Ketcham	826	8.00%
Joe “Jose” Garcia	2,035	19.70%
	Total:10,330	100%

The names of persons voted for, and the number of votes given in the City for Member of the City Council for District 5 are as follows:

NAME:	NUMBER OF VOTES:	
Gary Capolino	1,668	24.33%
Alonzo “Lonnie” Cooks	276	4.03%
D. LaDonna Jempson	646	9.42%
Vince Lauro	107	1.56%
Dwayne Lewis	591	8.62%
Victoria Baca	2,118	30.89%
Sherri Batey	988	14.41%
John T. Palmer	463	6.75%
	Total: 6,857	100%

FISCAL IMPACT

An early estimate from the Registrar's office for the cost of the election is $81,000 - $111,000.

SUMMARY

Pursuant to California Elections Code §10263, the City Council must declare the results of the general municipal election held November 6, 2012 and to install the newly elected officers no later than the next regularly scheduled city council meeting following presentation of the 28-day canvas of the returns, or at a special meeting called for this purpose. Adoption of the proposed resolution will comply with such statutory requirement.

NOTIFICATION

Publication of the agenda

ATTACHMENT

1. Proposed resolution

Prepared by:
Jane Halstead, City Clerk, CMC
Department Head Approval

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
	Hearing set for:

RESOLUTION NO. 2012-96

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, RECITING THE FACTS OF THE GENERAL MUNICIPAL ELECTION HELD NOVEMBER 6, 2012, DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, on Tuesday, November 6, 2012, a General Municipal Election was held and conducted for the purpose of electing Council Members in Districts 1, 3 and 5.

WHEREAS, notice of the election was given in time, form and manner as provided by law; voting precincts were properly established; election officers were appointed and in all respects, the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, pursuant to Resolution 2012-47 adopted on June 12, 2012, the Registrar of Voters of the County of Riverside canvassed the returns of the election and has certified the results thereof to this City Council.

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

SECTION 1. That the whole number of votes cast in the City except vote-by-mail voter ballots was 12,630.

That the whole number of vote-by-mail voter ballots cast in the City was15,246 making a total of 27,876 votes cast in the City.

SECTION 2.

a. That the names of persons voted for, and the number of votes given in the City, at the election for Member of the City Council for District 1 are as follows:

NAME	NUMBER OF VOTES	
Daryl L. Terrell	1,723	23.14%
Daniel Galarza	1,578	21.19%
Jesse L. Molina	4,145	55.67%
Total:	7,446	100%

b. That the names of persons voted for, and the number of votes given in the City, at the election for Member of the City Council for District 3 are as follows:

NAME	NUMBER OF VOTES	
Tom Owings	4,088	39.57%
Robin N. Hastings	3,381	32.73%
Carlos Thomas Ketcham	826	8.00%
Joe "Jose" Garcia	2,035	19.70%
	Total: 10,330	100%

c. That the names of persons voted for, and the number of votes given in the City, at the election for Member of the City Council for District 5 are as follows:

NAME	NUMBER OF VOTES	
Gary Capolino	1,668	24.33%
Alonzo "Lonnie" Cooks	276	4.03%
D. LaDonna Jempson	646	9.42%
Vince Lauro	107	1.56%
Dwayne Lewis	591	8.62%
Victoria Baca	2,118	30.89%
Sherri Batey	988	14.41%
John T. Palmer	463	6.75%
	Total: 6,857	100%

SECTION 3. That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates were as listed on the Statement of Vote prepared by the Registrar of Voters and attached hereto as Exhibit A.

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SECTION 4. That the City Council does declare and determine that Jesse L. Molina was elected as a Member of the City Council for District 1 for a full term of four years; and that Tom Owings was elected as a Member of the City Council for District 3 for a full term of four years; and that Victoria Baca was elected as a Member of the City Council for District 5 for a full term of four years.

SECTION 6. That the City Clerk shall enter on the records of the City Council of the City a statement of the results of the election showing: (1) the whole number of votes cast in the City; (2) the names of the persons voted for; (3) for what office each person was voted for; (4) the number of votes given at each precinct to each person; and (5) total number of votes given to each person.

SECTION 7. That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

SECTION 8. That the City Clerk shall certify to the passage and adoption on this resolution and enter it into the book of original resolutions.

APPROVED AND ADOPTED this 11th day of December, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00186750

Exhibit A

Kari Verjil
Registrar of Voters

Rebecca Spencer
Assistant Registrar of Voters

REGISTRAR OF VOTERS
COUNTY OF RIVERSIDE

November 26, 2012

Jane Halstead
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552

Dear Ms. Halstead:

Enclosed is our certificate to the results of the canvass of election returns for your Consolidated Presidential General Election held on November 6, 2012.

The Certificate of Election forms were given to you at the seminar in June. An invoice for services rendered will be mailed to you under a separate cover. Please let me know if I can be of any further assistance.

Sincerely,

Kari Verjil

KARI VERJIL
Registrar of Voters

Enclosures

2724 Gateway Drive, Riverside, CA 92507-0918 • (951) 486-7200 • FAX (951) 486-7272 • TTY (951) 697-8966
www.voteinfo.net

Kari Verjil
Registrar of Voters

Rebecca Spencer
Assistant Registrar of Voters

REGISTRAR OF VOTERS
COUNTY OF RIVERSIDE

CERTIFICATE OF REGISTRAR OF VOTERS TO THE RESULTS OF THE CANVASS OF ELECTION RETURNS

State of California)
) ss.
County of Riverside)

I, KARI VERJIL, Registrar of Voters of said County, do hereby certify that, in pursuance of the provisions of Sections 15301, 15372, and 15374 of the California Elections Code, and the resolution adopted by the City Council, I did canvass the returns of the votes cast on November 6, 2012, as part of the Consolidated Presidential General Election in the

CITY OF MORENO VALLEY

and I further certify that the statement of votes cast, to which this certificate is attached, shows the whole number of votes for each candidate for elective office at said election, in said City, and in each precinct therein, and that the totals as shown for each candidate are full, true, and correct.

Dated this 26th day of November 2012.

KARI VERJIL
Registrar of Voters

2724 Gateway Drive, Riverside, CA 92507-0918 • (951) 486-7200 • FAX (951) 486-7272 • TTY (951) 697-8966
www.voteinfo.net

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED PRESIDENTIAL ELECTION

100070	CITY COUNCIL MBR, CITY OF MORENO VALLEY, DIST 1															
	Registration	Ballots Cast	Turnout (%)		DARYL TERRELL	DANIEL GALARZA	JESSE L. MOLINA									
50102 MORENO VALLEY/1	1761	473	26.86		84	88	201									
50102 - Vote by Mail Reporting	1761	554	31.46		133	106	230									
50103 MORENO VALLEY/1	905	274	30.28		58	53	108									
50103 - Vote by Mail Reporting	905	317	35.03		76	48	161									
50105 MORENO VALLEY/1	2018	458	22.70		83	75	222									
50105 - Vote by Mail Reporting	2018	520	25.77		107	86	273									
50106 MORENO VALLEY/1	1234	308	24.96		59	62	127									
50106 - Vote by Mail Reporting	1234	400	32.41		89	65	191									
50108 MORENO VALLEY/1	1534	330	21.51		55	45	158									
50108 - Vote by Mail Reporting	1534	455	29.66		83	66	218									
50109 MORENO VALLEY/1	1318	324	24.58		46	62	164									
50109 - Vote by Mail Reporting	1318	340	25.80		66	74	161									
50112 MORENO VALLEY/1	1035	239	23.09		35	47	109									
50112 - Vote by Mail Reporting	1035	343	33.14		80	72	165									
50115 MORENO VALLEY/1	1385	296	21.37		52	55	119									
50115 - Vote by Mail Reporting	1385	422	30.47		83	94	180									
50116 MORENO VALLEY/1	1739	479	27.54		84	86	227									
50116 - Vote by Mail Reporting	1739	582	33.47		101	99	327									
50117 MORENO VALLEY/1	1861	428	23.00		84	74	207									
50117 - Vote by Mail Reporting	1861	618	33.21		129	122	304									
50119 MORENO VALLEY/1	971	290	29.87		61	56	132									
50119 - Vote by Mail Reporting	971	298	30.69		75	45	151									
Precinct Totals	15761	3899	24.74		701	701	1774									
Vote by Mail Reporting Totals	15761	4849	30.77		1022	877	2371									
Grand Totals	15761	8748	55.50		1723	1578	4145									
RIVERSIDE COUNTY	15761	8748	55.50		1723	1578	4145									
41st Congressional District	15761	8748	55.50		1723	1578	4145									
31st Senatorial District	15761	8748	55.50		1723	1578	4145									
61st Assembly District	15761	8748	55.50		1723	1578	4145									
St. Bd of Equalization Dist. 4	15761	8748	55.50		1723	1578	4145									
5th SUPERVISORIAL DISTRICT	15761	8748	55.50		1723	1578	4145									
City of Moreno Valley	15761	8748	55.50		1723	1578	4145									

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED PRESIDENTIAL ELECTION

100071 — CITY COUNCIL MBR, CITY OF MORENO VALLEY, DIST 3

	Registration	Ballots Cast	Turnout (%)		TOM OWINGS	ROBIN N. HASTINGS	CARLOS THOMAS KETCHAM	JOE "JOSE" GARCIA
50302 MORENO VALLEY/3	1606	564	35.12		199	165	53	68
50302 - Vote by Mail Reporting	1606	625	38.92		265	215	33	53
50304 MORENO VALLEY/3	1554	464	29.86		158	118	24	84
50304 - Vote by Mail Reporting	1554	673	43.31		250	201	39	83
50308 MORENO VALLEY/3	1154	338	29.29		104	75	6	83
50308 - Vote by Mail Reporting	1154	430	37.26		112	118	18	126
50309 MORENO VALLEY/3	1696	460	27.12		143	103	32	89
50309 - Vote by Mail Reporting	1696	590	34.79		194	161	33	137
50310 MORENO VALLEY/3	1397	456	32.64		162	117	37	78
50310 - Vote by Mail Reporting	1397	507	36.29		168	142	49	94
50311 MORENO VALLEY/3	850	286	33.65		99	68	13	50
50311 - Vote by Mail Reporting	850	278	32.71		94	79	21	56
50313 MORENO VALLEY/3	1233	355	28.79		121	103	30	55
50313 - Vote by Mail Reporting	1233	485	39.33		187	151	45	62
50316 MORENO VALLEY/3	1302	349	26.80		120	73	20	82
50316 - Vote by Mail Reporting	1302	421	32.33		136	126	29	86
50318 MORENO VALLEY/3	2218	570	25.70		180	134	53	109
50318 - Vote by Mail Reporting	2218	956	43.10		321	316	59	138
50321 MORENO VALLEY/3	1723	551	31.98		172	137	59	84
50321 - Vote by Mail Reporting	1723	613	35.58		217	190	48	83
50322 MORENO VALLEY/3	0	1	0.00			**********	Insufficient Turnout to Protect Voter Privacy	*********
50322 - Vote by Mail Reporting	0	0	0.00		0	0	0	0
50323 MORENO VALLEY/3	0	0	0.00		0	0	0	0
50323 - Vote by Mail Reporting	0	0	0.00		0	0	0	0
50325 MORENO VALLEY/3	2020	573	28.37		167	151	33	103
50325 - Vote by Mail Reporting	2020	713	35.30		253	193	42	120
50327 MORENO VALLEY/3	1123	318	28.32		98	87	31	43
50327 - Vote by Mail Reporting	1123	472	42.03		167	158	19	69
Precinct Totals	17876	5286	29.56		1723	1331	381	928
Vote by Mail Reporting Totals	17876	6763	37.83		2365	2050	435	1107
Grand Totals	17876	12048	67.40		4088	3381	826	2035
RIVERSIDE COUNTY	17876	12048	67.40		4088	3381	826	2035
41st Congressional District	17876	12048	67.40		4088	3381	826	2035
31st Senatorial District	17876	12048	67.40		4088	3381	826	2035
61st Assembly District	17876	12048	67.40		4088	3381	826	2035
St. Bd of Equalization Dist. 4	17876	12048	67.40		4088	3381	826	2035
5th SUPERVISORIAL DISTRICT	17876	12048	67.40		4088	3381	826	2035
City of Moreno Valley	17876	12048	67.40		4088	3381	826	2035

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED PRESIDENTIAL ELECTION

100072	CITY COUNCIL MBR, CITY OF MORENO VALLEY, DIST 5															
	Registration	Ballots Cast	Turnout (%)		GARY CAPOLINO	ALONZO "LONNIE" COOKS	D. LADONNA JEMPSON	VINCE LAURO	DWAYNE LEWIS	VICTORIA BACA	SHERRI BATEY	JOHN T. PALMER				
50501 MORENO VALLEY/5	2079	410	19.72		71	19	26	4	12	96	44	15				
50501 - Vote by Mail Reporting	2079	603	29.00		102	22	51	9	31	169	82	43				
50504 MORENO VALLEY/5	1410	302	21.42		56	13	20	3	19	77	33	19				
50504 - Vote by Mail Reporting	1410	521	36.95		92	30	38	13	73	113	52	33				
50505 MORENO VALLEY/5	1076	298	27.70		67	9	35	4	23	56	60	12				
50505 - Vote by Mail Reporting	1076	373	34.67		84	14	56	2	27	82	62	21				
50506 MORENO VALLEY/5	1242	287	23.11		63	4	32	2	25	79	28	10				
50506 - Vote by Mail Reporting	1242	413	33.25		97	16	31	5	41	95	57	24				
50507 MORENO VALLEY/5	1333	336	25.21		64	11	25	7	15	73	37	23				
50507 - Vote by Mail Reporting	1333	443	33.23		80	9	46	13	32	113	57	29				
50509 MORENO VALLEY/5	1186	271	22.85		58	12	17	4	7	73	29	12				
50509 - Vote by Mail Reporting	1186	359	30.27		75	8	37	5	27	91	46	18				
50511 MORENO VALLEY/5	993	236	23.77		63	4	17	2	16	54	35	15				
50511 - Vote by Mail Reporting	993	366	36.86		108	9	28	2	49	73	60	16				
50512 MORENO VALLEY/5	1049	210	20.02		38	16	10	5	9	77	19	8				
50512 - Vote by Mail Reporting	1049	219	20.88		34	11	11	4	20	72	22	15				
50515 MORENO VALLEY/5	1601	357	22.30		79	9	23	3	11	121	38	25				
50515 - Vote by Mail Reporting	1601	497	31.04		98	13	34	5	46	136	74	29				
50516 MORENO VALLEY/5	1614	351	21.75		71	9	17	6	21	100	35	24				
50516 - Vote by Mail Reporting	1614	385	23.85		91	25	33	3	23	96	35	33				
50521 MORENO VALLEY/5	1558	388	24.90		87	8	24	2	25	127	35	14				
50521 - Vote by Mail Reporting	1558	455	29.20		92	7	35	4	39	145	58	26				
Precinct Totals	15141	3446	22.76		717	112	248	42	183	933	393	177				
Vote by Mail Reporting Totals	15141	4634	30.61		951	164	400	65	408	1185	595	286				
Grand Totals	15141	8080	53.37		1668	276	648	107	591	2118	988	463				
RIVERSIDE COUNTY	15141	8080	53.37		1668	276	648	107	591	2118	988	463				
41st Congressional District	15141	8080	53.37		1668	276	648	107	591	2118	988	463				
31st Senatorial District	15141	8080	53.37		1668	276	648	107	591	2118	988	463				
61st Assembly District	15141	8080	53.37		1668	276	648	107	591	2118	988	463				
St. Bd of Equalization Dist. 4	15141	8080	53.37		1668	276	648	107	591	2118	988	463				
5th SUPERVISORIAL DISTRICT	15141	8080	53.37		1668	276	648	107	591	2118	988	463				
City of Moreno Valley	15141	8080	53.37		1668	276	648	107	591	2118	988	463				

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RH
CITY MANAGER	MO

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: December 11, 2012

TITLE: CITY COUNCIL REORGANIZATION – MAYOR AND MAYOR PRO TEM

RECOMMENDED ACTION

Recommendation: That the City Council:

1. Conduct the reorganization of the City Council by selecting two Council Members to serve one-year terms respectively as Mayor and Mayor Pro Tem.

ADVISORY BOARD/COMMISSION RECOMMENDATION

"N/A"

SUMMARY

The City Council's Rules of Procedure provide that the City Council meet annually at its first regular meeting in December of each year to choose one of its number as Mayor and another of its number as Mayor Pro Tem. Said Rules of Procedure also provide that the new Mayor and Mayor Pro Tem shall be installed and sworn in during a special ceremonial meeting on the first Tuesday of January. Since the first Tuesday of January is a national holiday and City Hall will be closed, the special ceremonial meeting will be held on January 2, 2013. The Mayor and Mayor Pro Tem shall assume their offices at the regular City Council meeting on the second Tuesday of January (January 8, 2013).

BACKGROUND/DISCUSSION

Section 4.2.3 of the Rules of Procedure provides that nominations for the office of Mayor and Mayor Pro Tem may be made by any member of the City Council and need not be seconded in order to be effective. Each selection shall be by three or more affirmative votes. In the event that no person receives three or more votes in the selection process for one or both offices, the selection process shall be repeated immediately; provided, however, that the two persons receiving the highest number of votes in the preceding selection process shall be the only nominees for the office to be filled. If, upon repeating the selection process for Mayor or Mayor Pro Tem, no person has yet received three affirmative votes for such office, the City Council may either repeat the selection process until the officer has been duly selected or may continue the selection to the next regular meeting of the City Council.

Voting in the selection of Mayor and Mayor Pro Tem shall be by written ballot unless the City Council, by three or more affirmative votes, determines to conduct the selection process by voice vote. If conducted by written ballot, the vote of each Councilmember shall remain undisclosed until all votes have been cast and have been lodged with the City Clerk. The City Clerk shall then read aloud into the minutes of the City Council the identity of the voting Council Member and the name of the person for whom such person is voting. The written ballots shall be public documents and shall be retained in the records of the City Council. The Standard Code of Parliamentary Procedure shall apply to resolve any question of procedure arising during the selection process, which is not governed by Section 4.2 of the City Council Rules of Procedure.

The new Mayor and Mayor Pro Tem shall serve until the next meeting scheduled for selection of Mayor and Mayor Pro Tem in December 2013.

ALTERNATIVES

1. Conduct the reorganization of the City Council by selecting a new Mayor and Mayor Pro Tem.

2. Continue the selection to the next regular meeting of the City Council if upon repeating the selection process, no person receives three affirmative votes for either Mayor or Mayor Pro Tem.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

STAFF RECOMMENDATION

Staff recommends that the City Council conduct the reorganization of the City Council by selecting two Council Members to serve one-year terms respectively as Mayor and Mayor Pro Tem.

NOTIFICATION

Publication of the Agenda

ATTACHMENTS/EXHIBITS

None

Prepared By:
Jane Halstead, City Clerk

Department Head Approval:
Jane Halstead, City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
November 27, 2012

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Proclamation Recognizing Pancreatic Cancer Awareness Month

2. Recognition of Moreno Valley Police Department's Participation in Operation SafeHouse's Stuff the Bus Event

3. Proclamation Recognizing the 25 Anniversary of the Moreno Valley Community Band

4. Moreno Valley Chamber of Commerce Donation to the Boy Scouts of America

5. Recognition of Mayor Pro Tem William H. Batey II and Council Member Robin N. Hastings

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:30 PM
November 27, 2012

CALL TO ORDER

The Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority and the Board of Library Trustees was called to order at 6:55 p.m. by Mayor Richard A. Stewart in the Council Chamber located at 14177 Frederick Street

Mayor Richard A. Stewart announced that the City Council receives a separate stipend for CSD meetings.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Robin N. Hastings

INVOCATION

Pastor Diane Gardner - Beautiful Women of God - Diane Gardner Ministries

ROLL CALL

ROLL CALL

Council:

Richard A. Stewart	Mayor
William H. Batey, II	Mayor Pro Tem
Marcelo Co	Council Member
Robin N. Hastings	Council Member
Jesse L. Molina	Council Member

MV00186760

Staff:

Cindy Miller	Executive Assistant to the Mayor and Council
Juliene Clay	Administrative Assistant
Henry T. Garcia	City Manager
Richard Teichert	Financial and Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Assistant City Manager
Joel Ontiveros	Police Chief
Abdul Ahmad	Fire Chief
Ahmad Ansari	Public Works Director
Barry Foster	Community and Economic Development Director
Tom DeSantis	Human Resources Director
Mike McCarty	Parks & Community Services Director
Prem Kumar	Assistant City Engineer

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, MORENO VALLEY HOUSING AUTHORITY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Richard A. Stewart opened the agenda items for the Consent Calendars for public comments; there being none, public comments were closed.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF NOVEMBER 13, 2012 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of November 7-20, 2012.

A.4 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY

(Report of: Public Works Department)

Recommendation:
Approve Resolution No. 2012-91, amending the Electric Rates for Moreno Valley Utility

Resolution No. 2012-91

A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates, and Electric Service Rules, Fees, and Charges for Moreno Valley Utility

Announcement from Jeannette Olko, of Moreno Valley Utility, the amendments to the electric rates referenced in the staff report on pages 2 and 3.

A.5 APPROVE RESOLUTION NO. 2012-92 AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR STATE-LOCAL PARTNERSHIP PROGRAM (SLPP) GRANT FUNDING FOR THE PERRIS BOULEVARD WIDENING PROJECT FROM IRONWOOD AVENUE TO MANZANITA AVENUE - PROJECT NO. 801 0024 70 77
(Report of: Public Works Department)

Recommendation:
Approve Resolution No. 2012-92 authorizing the submittal of an application for the California Transportation Commission (CTC) State-Local Partnership Program (SLPP) grant for the requested amount of $1.0 million for the Perris Boulevard Widening Project from Ironwood Avenue to Manzanita Avenue.

Resolution No. 2012-92

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing Submittal of an Application for Funds to the California Transportation Commission for the State-Local Partnership Program Grant Under the Proposition 1b Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 for the Perris Boulevard Widening Project from Ironwood Avenue to Manzanita Avenue - Project No. 801 0024 70 77

A.6 AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT AND PURCHASE ORDER WITH LATITUDE GEOGRAPHICS GROUP, LTD. FOR GEOCORTEX ESSENTIALS WEB MAPPING SOFTWARE AND CONSULTANT IMPLEMENTATION SERVICES
(Report of: Financial & Administrative Services Department)

Recommendations

1. Authorize the City Manager to execute an agreement and purchase order with Latitude Geographics Group, Ltd. for costs not-to-exceed $97,242.90 for the Geocortex Essentials Web Mapping software and consultant services, and first year support for the implementation of a new web mapping solution for the City's intranet and Internet sites.

2. Authorize the City Manager to approve annual support, hosting, and update services payments as follows:

   Year 1 - Included – No Charge
   Year 2 - $13,500
   Year 3 - $14,500

   Annual maintenance costs will continue for the useful life of the system with authorization requested through the budget process.

A.7 APPROVE RESOLUTION NO. 2012-93 AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE GRANTS FOR WHICH THE CITY OF MORENO VALLEY IS ELIGIBLE
(Report of: Public Works Department)

Recommendation:
Adopt the proposed Resolution No. 2012-93 approving submittal of application(s) for all CalRecycle grants for which the City of Moreno Valley is eligible.

Resolution No. 2012-93

A Resolution of the City Council of the City of Moreno Valley, California approving submittal of application(s) for all CalRecycle Grants for which the City of Moreno Valley is Eligible

A.8 AUTHORIZATION OF ANNUAL TECHNOLOGY SOFTWARE AND HARDWARE MAINTENANCE PAYMENTS AND WAIVING FORMAL BIDDING AND INSURANCE REQUIREMENTS FOR THESE PAYMENTS
(Report of: Financial & Administrative Services Department)

Recommendations

1. Waive the formal bidding requirements for technology annual maintenance payments.

2. Waive the insurance requirements for technology annual maintenance payments.

3. Authorize the City Manager to make technology annual maintenance payments to various vendors for an aggregate amount not-to-exceed $835,929 during Fiscal Year 2012-13 according to the schedule.

A.9 APPROVAL OF THE CITY'S PARTICIPATION IN THE 2013 WEST COAST THUNDER MEMORIAL DAY BIKE RUN
(Report of: City Manager Department)

Recommendation:
Staff recommends that the City Council approve the City's participation in the 2013 West Coast Thunder Memorial Day Bike Run.

Announcement from Michelle Dawson, Assistant City Manager, on the West Coast Thunder Memorial Day Bike Run.

A.10 APPROVAL OF PAYMENT REGISTER FOR SEPTEMBER, 2012
(Report of: Financial & Administrative Services Department)

Recommendation:
Adopt Resolution No. 2012-94, approving the Payment Register for the month of September, 2012 in the amount of $16,524,028.99.

Resolution No. 2012-94

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Payment Register for the month of September, 2012

A.11 RECEIPT OF QUARTERLY INVESTMENT REPORT – QUARTER ENDED SEPTEMBER 30, 2012
(Report of: Financial & Administrative Services Department)

Recommendation:
Receive and file the Quarterly Investment Report, in compliance with the City's Investment Policy.

A.12 APPROVE THE COOPERATIVE AGREEMENT FOR SUNNYMEAD MASTER DRAINAGE PLAN - LINE B, STAGE 3 (HEACOCK CHANNEL) AMONGST RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, MARCH JOINT POWERS AUTHORITY AND THE CITY OF MORENO VALLEY
PROJECT NO. 804 0001 70 77
(Report of: Public Works Department)

Recommendations
1. Approve the draft Cooperative Agreement for Sunnymead Master

Drainage Plan – Line B, Stage 3 (Heacock Channel) amongst Riverside County Flood Control and Water Conservation District, March Joint Powers Authority and the City of Moreno Valley.

2. Authorize the Public Works Director/City Engineer, or his designee, to make modifications to the draft agreement subject to the approval of the City Attorney.

3. Authorize the City Manager to execute the final agreement subject to the approval of the City Attorney.

4. Once the Agreement has been executed by all parties, authorize the issuance of a purchase order to March Joint Powers Authority up to an amount not-to-exceed $1,250,000.

A.13 NOTICE OF COMPLETION AND ACCEPTANCE OF THE HEACOCK STREET BRIDGE OVER PERRIS VALLEY STORM DRAIN LATERAL "A" IMPROVEMENTS CONSTRUCTED BY KIP, INCORPORATED
PROJECT NO. 802 0001 70 77
(Report of: Public Works Department)

Recommendations

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed and Caltrans acceptance is received for the Heacock Street Bridge over Perris Valley Storm Drain Lateral "A" Improvements constructed by KIP, Incorporated, 25740 Washington Avenue, Murrieta, CA 92562.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code.

3. Authorize the Financial & Administrative Services Director to release the retention to KIP, Incorporated thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project.

4. Authorize the Public Works Director/City Engineer to accept improvements into the City's maintained street system upon acceptance of the improvements within the public right of way as complete.

Announcement from Ahmad Ansari, Public Works Director, outlining the

recommendations before City Council and achievements on project.

A.14 ADOPT RESOLUTION NO. 2012-95 IMPLEMENTING PERMIT PARKING FOR THE RESIDENTS OF ST. CHRISTOPHER LANE ON SATURDAYS AND SUNDAYS
(Report of: Public Works Department)

Recommendation:
Approve and adopt Resolution No. 2012-95 and direct staff to implement permit parking on St. Christopher Lane.

A.15 REJECTION OF ALL BIDS FOR THE EMERGENCY VEHICLE PRE-EMPTION RETROFIT AT 117 SIGNALIZED INTERSECTIONS PROJECT – PROJECT NO. 808 0010 70 76
(Report of: Public Works Department)

Recommendations

1. Reject all bids opened on August 30, 2012 for the Emergency Vehicle Pre-Emption Retrofit at 117 Signalized Intersections project.

2. Direct staff to re-advertise for construction bids Emergency Vehicle Pre-Emption Retrofit at 117 Signalized Intersections project.

Motion to Approve Item A.15 by m/Mayor Pro Tem William H. Batey II, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF NOVEMBER 13, 2012 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

B.3 APPROVAL RENEWAL AND ACCEPT FUNDING FOR THE AFTER SCHOOL EDUCATION AND SAFETY GRANT FOR FISCAL YEAR 2013/2014 THROUGH FISCAL YEAR 2015/2016
(Report of: Parks & Community Services Department)

MV00186766

Recommendation:
Authorize the City Manager to renew and accept funding for the After School Education and Safety Grant (ASES) with the California Department of Education for fiscal years 2013 -2016.

B.4 AUTHORIZE SUBMISSION OF APPLICATION FOR 21ST CENTURY COMMUNITY LEARNING CENTERS GRANT FOR FISCAL YEAR 2013/2014
(Report of: Parks & Community Services Department)

Recommendation:
Authorize the City Manager to submit an application to the California Department of Education for the 21st Century Community Learning Centers Grant for Fiscal Year 2013/2014.

B.5 AUTHORIZE THE SUBMISSION OF APPLICATION FOR ADDITIONAL AFTER SCHOOL EDUCATION AND SAFETY GRANT FUNDS FOR FISCAL YEAR 2013/2014
(Report of: Parks & Community Services Department)

Recommendation:
Authorize the City Manager to submit an application to the California Department of Education for additional After School Education and Safety Grant funds (ASES) for FY 2013-14.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF NOVEMBER 13, 2012 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF NOVEMBER 13, 2012 (Report of: City Clerk's Department)

MV00186767

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 with the exception of A.15, which was pulled for separate action, by m/Mayor Pro Tem William H. Batey II, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

E. PUBLIC HEARINGS

E.1 PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDINGS FOR APN 478-430-031 AND APN 292-280-032 BALLOTING FOR NPDES (Report of: Public Works Department)

Mayor Richard A. Stewart opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Recommendations That the City Council:

1. After conducting the Public Hearing and accepting public testimony, direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballots for Assessor's Parcel Number (APN) 478-430-031 and APN 292-280-032.

The Clerk announced the results as follows:

APN 478-430-031 – "Yes" – 1 – passed
APN 292-280-032 – "Yes" – 1 – passed

2. Verify and accept the results of the mail ballot proceedings as identified on the Official Tally Sheet.

3. Receive and file with the City Clerk's office the Official Tally Sheet.

4. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to APN 478-430-031 and APN 292-280-032.

Motion to Approve Recommendation No. 1 by m/Mayor Pro Tem William H. Batey II, s/Council Member Robin N. Hastings

Approved by a vote of 5-0.

MV00186768

Motion to Approve Recommendation Nos. 2-4 by m/Mayor Pro Tem William H. Batey II, s/Council Member Robin N. Hastings

Approved by a vote of 5-0.

E.2 PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 478-430-031 BALLOTING FOR CSD ZONE M
(Report of: Public Works Department)

Recommendations That the CSD:

1. After conducting the Public Hearing and accepting public testimony, direct the Secretary of the CSD Board (City Clerk) to tabulate the CSD Zone M ballot for Assessor's Parcel Number (APN) 478-430-031.

The Secretary announced the results as follows:

APN 478-430-031 – "Yes" – 1 – passed

2. Verify and accept the results of the mail ballot proceeding as identified on the Official Tally Sheet.

3. Receive and file with the City Clerk's office the Official Tally Sheet.

4. If approved, authorize and impose the annual CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) charge to APN 478-430-031.

President Richard A. Stewart opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Motion to Approve Recommendation No. 1 by m/Vice President William H. Batey II, s/Board Member Robin N. Hastings

Approved by a vote of 5-0.

Motion to Approve Recommendation Nos. 2-4 by m/Vice President William H. Batey II, s/Board Member Robin N. Hastings

Approved by a vote of 5-0.

E.3 ADOPT A MITIGATED NEGATIVE DECLARATION FOR THE NASON STREET IMPROVEMENT PROJECT FROM CACTUS AVENUE TO FIR AVENUE - PROJECT NO. 801 0001 70 77
(Report of: Public Works Department)

Recommendations That the City Council:
Adopt a Mitigated Negative Declaration (MND) for the Nason Street Improvements from Cactus Avenue to Fir Avenue, Project 801 0001 70 77, in that mitigation measures included in the Initial Study and ultimately incorporated into the project construction specifications will reduce all potential environmental impacts to an acceptable level.

Mayor Richard A. Stewart opened the public testimony portion of the public hearing which was received from Deanna Reeder (oppose).

Motion to Approve by m/Council Member Jesse L. Molina, s/Council Member Marcelo Co

Approved by a vote of 5-0.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

Richard A. Stewart opened the agenda item for public comments, which were received from Luke Faubion (oppose) and Jason Shadle (oppose).

Item A.15 was pulled for separate action and discussion.

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

a) Report by Mayor Richard A. Stewart on March Joint Powers Commission (JPC)

b) Report by Council Member Jesse Molina on Riverside Transit Agency (RTA)

Jesse L. Molina

The RTA Directors awarded a contract to Carlsbad based Transportation Management and Design for a study that will examine the agency's current operations and make suggestions on how to improve the operations in the

future. People are being urged to attend RTA meetings and tell the Board their needs. More buses are being used, and records are being broken with ridership. On November 13, RTA gave away 2 Ipads to two college students to commerate the success of the Go Pass and U Pass program. Board members applauded Larry Rubio for the agency's success during the last year. Mr. Rubio was named Manager of the Year by the California Transportation Foundation.

Richard A. Stewart

There was an update from Don Ecker regarding March Health Care, and he is on schedule and has met all his deadlines. He is working hard to get the first two medical buildings in and they are in escrow.

G.2 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

None

G.3 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

None

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION

H.2.1 ORDINANCE NO. 855 - AN ORDINANCE OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADDING CHAPTER 11.85 TO THE CITY OF MORENO VALLEY MUNICIPAL CODE, RELATING TO CRIME FREE MULTI-FAMILY RESIDENTIAL HOUSING (RECEIVED FIRST READING AND INTRODUCTION ON NOVEMBER 13, 2012 BY A 4-0-1 VOTE, MAYOR PRO TEM BATEY ABSENT) (Report of: Police Department)

Recommendations That the City Council:
Adopt Ordinance No. 855 which would make Crime Free Multi-Housing Certification a requirement for owners and/or operators of residential rental housing properties.

Ordinance No. 855

An Ordinance of the City Council of the City of Moreno Valley, California, Adding Chapter 11.85 to the City of Moreno Valley Municipal Code, Relating to Crime Free Multi-Family Residential Housing

Mayor Richard A. Stewart opened the agenda item for public comments; there being none, public comments were closed.

Motion to Approve by m/Mayor Pro Tem William H. Batey II, s/Council Member Robin N. Hastings

Approved by a vote of 5-0.

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

PUBLIC COMMENTS **ON ANY SUBJECT NOT ON THE AGENDA** UNDER THE JURISDICTION OF THE CITY COUNCIL

Deanna Reeder

1. Requested an answer from her previous question
2. Which agenda items were discussed in the last Closed Session

Tom Jerele, Sr.

1. Flood control preparedness
2. Thank you to Council Member Batey and Hastings for their years of service to Moreno Valley
3. Cottonwood Golf Course
4. Annual 4th of July Celebration
5. Memorial Day Thunder Bike Ride

Daryl Terrell

1. Thank you to Council Member Batey and Council Member Hastings for their years of service

Oscar Valedepena

1. Thank you to Fire Chief, Abdul Ahmad and Fire Marshall, Randy Metz on Knox boxes

2. Thank you to Council Member Batey and Council Member Hastings for their years of service on the dais

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Jesse L. Molina

1. It was an interesting month. It is sad two people did their service, and they are leaving. There is hope as the Council moves forward. As a Council everyone worked together and tried to do what was best for the City. Moreno Valley is close to their hearts. Bill and Robin have done a great job. Things change and evolve. Let's look towards the future and leave the past behind.

Robin N. Hastings

1. Very proud of my service to Moreno Valley and what I accomplished in four years. Elimination of a four lane arterial on Ironwood, Nason Street improvements, additional bike lanes and crosswalks, reduced speed limits, and street parking on JFK, Moreno Valley Community College where parking was restricted. Lot of complaints and issues were resolved. It has been a wild ride for 4 years. There have been a lot of battles, and won some and lost some. Major wins were Morrison Street Fire Station, the camera surveillance system, Nason Sreet bridge, Moreno Beach bridge, Eucalyptus going through. Serving with WRCOG, the water agencies, and the County Office of Education was a real educational experience. It was an honor to represent Moreno Valley, and it was an honor to be only the second Chair of that organization from Moreno Valley since 1992. Did the AB 811 program, which is now the largest in the nation. $25M was funded and approved in retrofitting of energy efficiency in western Riverside County, and it is now going state wide. There are many people to thank. Honored to have worked alongside the employees for 18 years. People supported me through four years and the ugliest election I've seen. Mr. Batey is the epitome of honesty and integrity. Thank you to my family that allowed me to represent the City. They were always flexible. My

husband Jim is my source of strength. Anything I ever accomplished is because of him. Thank you to the residents of the 3rd District for allowing me to serve as your representative. I have absolutely no regrets, and I am proud to leave with my ethical standards and my integrity.

William H. Batey II

1. It has been a privilege and honor to serve the 5th District and the entire City. Developed a lot of great friendships and support. To all the employees, it has been outstanding working with each and every one of you. When you see the employees, shake their hands because they are the ones that make the City go. It has been an honor to serve with you. Thanked Oscar, as he was a guiding light in helping me understand the needs of our business community. Without my wife's support I wouldn't have been as succesful in this position as I have been. Robin and I go back 20 plus years, and we have developed a great friendship. When I walked into City Hall, it was Robin that broke me into my position. I will be forever in her debt. Now it's time for me to take a well, long overdue rest, because tomorrow I put 36 years of fire service retirement. A lot of changes in my life. Mike, Parks and Rec, I will be there to support you and make our after school program the best they can be. Thanked the Council Members. Thank you very much, Moreno Valley.

Marcelo Co

1. Thanked everyone in the community for all the hard work and glad election came to an end. Thanked Council Member Hastings and Mayor Pro Tem Batey for the wonderful job they have done for the City. Your votes count. Moving forward, we must work together. In the months to come we will hear your voice. We will make sure we listen to you and make the changes you want. We want to bring changes. All of you who are listening thank you for your votes. Hopefully this new year will bring us new hopes and new aspiration, the good we all look forward to you. Wishing all the luck and thank you.

Richard Stewart

1. Having Bill as an active fire captain was that we always had a keen insight into the fire issues. Often times it came to a competition for the money, fighting over getting three or four police officers. We worked together. Robin jumped on the band wagon for fire stations in District 3. March Joint Powers accomplishments (look at Highway

215). Bill's reading program was very important. He didn't finish, but he was getting the water flow issue solved in the Edgemont area. Robin working for the County and City coming in and knowing how the flow of things worked. It's been a pleasure working with Robin and the safety she was concerned about. We had a hard argument and it was a debate that went on.

2. Several events are planned request that Council coordinate with staff to ensure attendance.

3. We have 2 appraisals for City Clerk and City Attorney, if you cannot make December 4 Closed Session, please call and give me your appraisals. New Council Members cannot do it. We are going to finish them.

4. Moreno Valley Police Department's posse is patrolling the Moreno Valley Mall parking lot during the holidays.

CLOSED SESSION - None

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:37 p.m. by unanimous informal consent.

Submitted by:

_____

City Clerk Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Secretary, Moreno Valley Housing Authority
Secretary, Board of Library Trustees

Approved by:

_____

Mayor Richard A. Stewart
President, Moreno Valley Community Services District
Chairperson, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Moreno Valley Housing Authority
Chairperson, Board of Library Trustees

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: December 11, 2012

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Reports on Reimbursable Activities for the period of November 21 – December 4, 2012.

Reports on Reimbursable Activities November 21 – December 4, 2012		
Council Member	Date	Meeting
William H. Batey II		None
Marcelo Co		None
Robin N. Hastings		None
Jesse L. Molina	11/28/12	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley
Richard A. Stewart	12/4/12	Moreno Valley Hispanic Chamber of Commerce Adelante

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	Caf
CITY ATTORNEY	RHH
CITY MANAGER	MO

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: December 11, 2012

TITLE: AWARD CONSTRUCTION CONTRACT TO SEQUEL CONTRACTORS, INC. FOR THE ALESSANDRO BOULEVARD IMPROVEMENTS AT INDIAN STREET, PROJECT NO. 801 0041 70 77-2002

RECOMMENDED ACTION

Recommendations:

1. Award the construction contract to Sequel Contractors, Inc., 13546 Imperial Hwy., Santa Fe Springs, CA 90670, to the lowest responsible bidder, for the construction of Alessandro Boulevard Improvements at Indian Street.

2. Authorize the City Manager to execute the Agreement with Sequel Contractors, Inc.

3. Authorize the issuance of a Purchase Order to Sequel Contractors, Inc. for $309,608.18 ($269,224.50 base bid amount plus 15% contingency) when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Sequel Contractors, Inc. up to, but not to exceed, the contingency amount of $40,383.68, subject to the approval of the City Attorney.

5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained system, and release the retention to Sequel Contractors, Inc., if no claims are filed against the project.

BACKGROUND

As part of the Fiscal Year 2012-2013 CIP Budget, the City Council approved a budget for the improvements of Alessandro Boulevard at Indian Street.

The Planning Division of the Community and Economic Development Department determined on September 19, 2012, that this project qualifies for a Class I Categorical Exemption as defined in both Section 15301C of the California Environmental Quality Act (CEQA) and Section 4.6B of the City's Rules and Procedures for implementation of CEQA.

DISCUSSION

This project includes the reconstruction of a cross gutter along north side of Alessandro Boulevard at Indian Street and approximately 480 feet of curb, gutter, sidewalk and pavement on north side of Alessandro Boulevard west of Indian Street. The purpose of the project is to improve the drainage flow along the north side of Alessandro Boulevard crossing Indian Street and eliminate the existing standing water issues along the gutter west of Indian Street. Standing water has become a nuisance especially at the bus stop area on Alessandro Boulevard west of Indian Street affecting pedestrians and bus passengers and has damaged the street pavement at this area. The project also includes the reconstruction of access ramps, the bus stop landing area, and driveway approaches to meet ADA requirements.

The design and bidding documents were completed in September 2012 by in-house staff as a cost savings solution for the City. In October 2012, the project was advertised for construction bids. Formal bidding procedures have been followed in conformance with the Public Contract Code. The City Clerk opened bids at 10:15 a.m. on November 15, 2012, for the subject project. Seven (7) bids were received as follows:

	CONTRACTORS	Total Bid Amounts
1.	**Sequel Contractors, Inc., Santa Fe Springs**	**$ 269,224.50**
2.	Hillcrest Contracting, Inc., Corona	$ 274,737.10
3.	Wheeler Paving, Inc., Riverside	$ 287,675.00
4.	All American Asphalt, Corona	$ 299,000.00
5.	United Paving Company, La Mirada	$ 309,608.00
6.	Hardy & Harper, Inc., Santa Ana	$ 311,000.00
7.	Laird Construction Co., Inc., Rancho Cucamonga	$ 337,733.00

The lowest responsible bidder was determined by comparing the total Bid Price of all Base Bid Items, as stipulated in the bidding documents. Staff has reviewed the bid from Sequel Contractors, Inc. and finds Sequel Contractors, Inc. to be the lowest responsible bidder in possession of the appropriate valid contractor's license and bid bond. No outstanding issues were identified through review of the references submitted by Sequel Contractors, Inc. in their bid.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will facilitate completion of the project in a timely manner.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the project and incur more costs to the City.*

FISCAL IMPACT

The project is included in the Fiscal Year 2012-2013 Capital Improvement Program and will be financed using Gas Tax funds (Fund 2000) and Proposition 42 Replacement funds (Fund 2002). These funds are to be used for street improvements. There is no impact to the General Fund.

BUDGETED FUNDS

Gas Tax Fund	
(Account 2000-70-77-80001) (Project No. 801 0041 70 77-2000)	$144,000
Prop 42 Replacement Funds	
(Account 2002-70-77-80001) (Project No, 801 0041 70 77-2002)	$206,000
Total Project Budget	$350,000

ESTIMATED PROJECT COSTS:

Design Costs	$10,000
Construction Costs (includes contingency)	$310,000
Construction Surveying Costs	$12,000
Construction Geotechnical Costs	$8,000
Construction Management and Inspection Services*	$10,000
Total Estimated Project Costs	$350,000

**City staff will provide Construction Management and Inspection Services*

ANTICIPATED PROJECT SCHEDULE:

Start Construction	January 2013
Anticipated Completion of Construction	April 2013

CITY COUNCIL GOALS

PUBLIC SAFETY:

Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This project provides much needed street, sidewalk and drainage improvements for Alessandro Boulevard at Indian Street to ensure the continued safety of pedestrians, drivers, and the general public. City staff recommends awarding a contract to Sequel Contractors, Inc. to construct these improvements.

ATTACHMENTS

Attachment 1: Location Map
Attachment 2: Agreement, Project No. 801 0041 70 77-2002

Prepared By:
Quang Nguyen
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

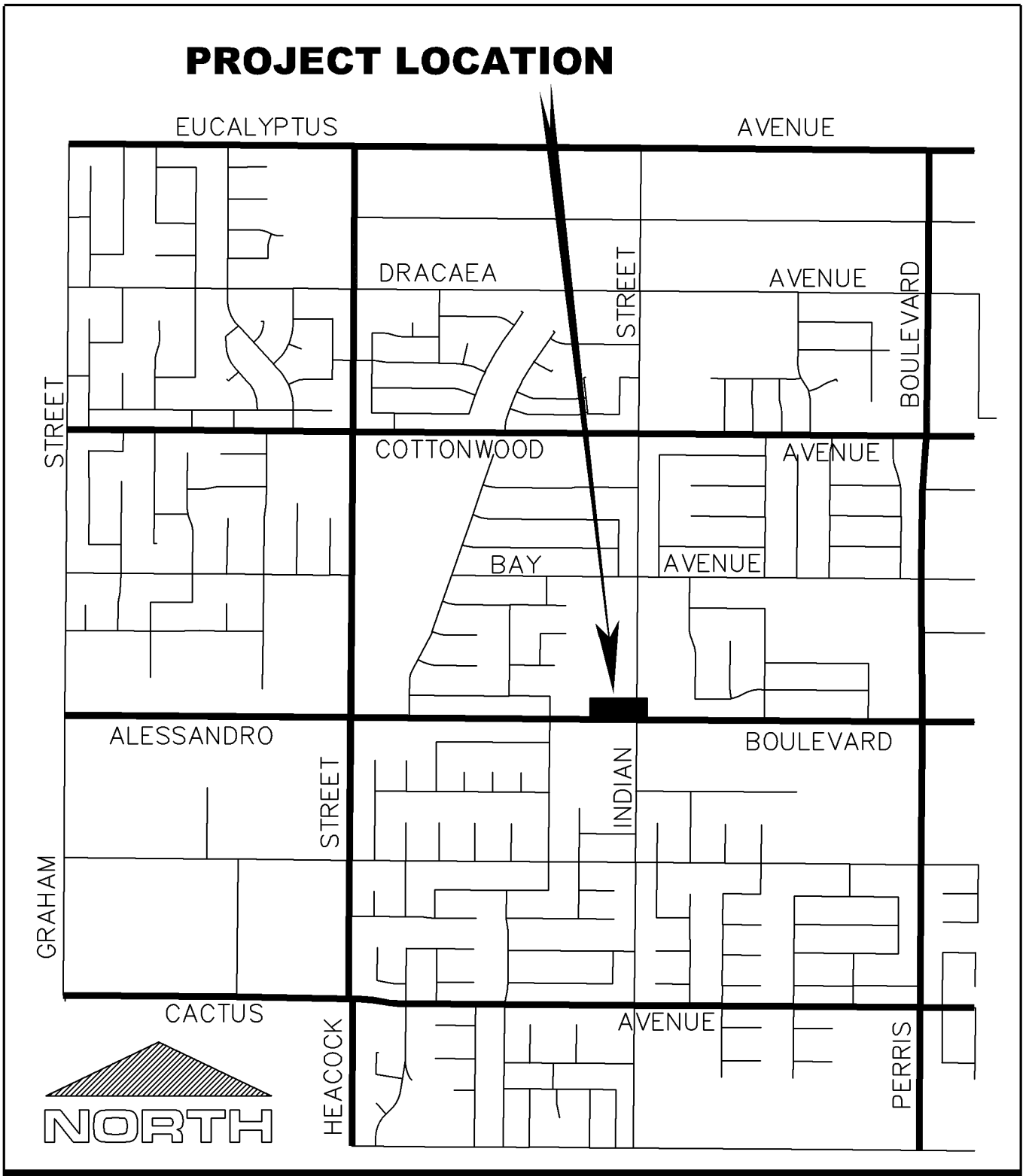

STREET IMPROVEMENTS PROJECT

Public Works Department
Capital Projects Division

LOCATION MAP

ALESSANDRO BOULEVARD
AT INDIAN STREET
PROJECT NO. 801 0041 70 77-2002

Agreement No._____

AGREEMENT

PROJECT NO. 801 0041 70 77-2002

ALESSANDRO BOULEVARD IMPROVEMENTS AT INDIAN STREET

THIS Agreement, effective as of the date signed by the City of Moreno Valley by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Sequel Contractors, Inc.**, hereinafter called the "Contractor."

That the City and the Contractor for the consideration hereinafter named, agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of the following, which are incorporated herein by this reference:

A. Governmental approvals, including, but not limited to, permits required for the Work
B. Any and all Contract Change Orders issued after execution of this Agreement
C. This Agreement
D. Addenda Nos. none inclusive, issued prior to the opening of the Bids
E. City Special Provisions, including the General Provisions and Technical Provisions
F. Standard Specifications for Public Works Construction ("Greenbook") – latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
G. Reference Specifications/Reference Documents
H. Project Plans
I. City Standard Plans
J. Caltrans Standard Plans
K. Eastern Municipal Water District
L. The bound Bidding Documents
M. Contractor's Certificates of Insurance and Additional Insured Endorsements
N. Contractor's Bidder's Proposal and Subcontractor Listing

In the event of conflict between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the above order of precedence.

2. REFERENCE DOCUMENTS. The following Reference Documents are not considered Contract Documents and were provided to the Contractor for informational purposes:

None

3. SCOPE OF WORK. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work described in the Contract Documents, except as otherwise provided in the Plans, Standard Specifications, or City Special Provisions to be the responsibility of others.

4. PAYMENT.

4.1. **Contract Price and Basis for Payment**. In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Alternate Bid Items, if any, set forth the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Bid Items awarded by the City is **Two Hundred Sixty Nine Thousand Two Hundred Twenty Four and 50/100 Dollars** ($ **269,224.50**) ("Contract Price"). It is understood and agreed that the quantities set forth in the Bidder's Proposal for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder's Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the City Engineer.

4.2. **Payment Procedures**. Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Article 9 of the Standard Specifications, as modified by Article 9 of the City Special Provisions.

5. CONTRACT TIME.

A. Initial Notice to Proceed. After the Agreement has been fully executed by the Contractor and the City, the City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements constitutes the date of commencement of the Contract Time of **Fifty (50) Working Days**. The Contract Time includes the time necessary to fulfill preconstruction requirements and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements shall further specify that Contractor must complete the preconstruction requirements within **Ten (10) Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

Critical preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of Traffic Control Plans
- Submitting and obtaining approval of the Water Pollution Control Plan (WPCP)
- Submitting and obtaining approval of critical required submittals
- Installation of the approved Project Identification Signs
- Obtaining an approved no fee Encroachment Permit
- Notifying all agencies, utilities, business, residents, etc., as outlined in the Bidding Documents

If the City's issuance of a Notice to Proceed to Fulfill Preconstruction Requirements is delayed due to Contractor's failure to return the fully executed Agreement and insurance and bond documents within Ten (10) Working Days after Contract award, then Contractor agrees to the deduction of one (1) Working Day from the number of days to complete the Project for every Working Day of delay in the City's receipt of said documents. This right is in addition to and does not affect the City's right to demand forfeiture of Contractor's Bid Security of Contractor persistently delays in providing the required documentation.

B. Notice to Proceed with Construction. After all preconstruction requirements are met in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements, the City shall

issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

6. LIQUIDATED DAMAGES.

6.1. **Liquidated Damages.** The Contractor and City (collectively, the "Parties") have agreed to liquidate damages with respect to Contractor's failure to fulfill the preconstruction requirements and/or failure to complete the Work within the Contract Time. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85. Contractor acknowledges and agrees that the liquidated damages are intended to compensate the City solely for Contractor's failure to meet the deadline for completion of the Work and will not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

In the event that Contractor fails to fulfill the preconstruction requirements and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the City **$415.00 per Calendar day** that completion of the Work is delayed beyond the Contract Time, as adjusted by Contract Change Orders. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

The Contractor and City acknowledge and agree that the foregoing liquidated damages have been set based on an evaluation of damages that the City will incur in the event of late completion of the Work. The Contractor and City acknowledge and agree that the amount of such damages are impossible to ascertain as of the date of execution hereof and have agreed to such liquidated damages to fix the City's damages and to avoid later disputes. It is understood and agreed by Contractor that liquidated damages payable pursuant to this Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the date of execution of this Agreement.

It is further mutually agreed that the City will have the right to deduct liquidated damages against progress payments or retainage and that the City will issue a Change Order or Construction Change Directive and reduce the Contract Price accordingly. In the event the remaining unpaid Contract Price is insufficient to cover the full amount of liquidated damages, Contractor shall pay the difference to the City.

6.2. **Owner is Exempt from Liability for Early Completion Delay Damages**. While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the Owner is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever, including but not limited to, delay cause by Owner or other Excusable Compensable Delay. See Section 6-6 of the Standard Specifications and City Special Provisions regarding compensation for delays.

7. INSURANCE.

7.1. **General**. The Contractor shall procure and maintain at its sole expense and throughout the term of this Agreement, any extension thereof, Commercial General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described herein.

7.2. **Additional Insured Endorsements**. The Contractor shall cause the insurance required by the Contract Document to include the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives as an additional insureds. For the Commercial General Liability coverage, said parties shall be named as additional insureds utilizing either:

1. Insurance Services Office ("ISO") Additional Insured endorsement CG 20 10 (11/85); or

2. ISO Additional Insured endorsement CG 20 10 (10/01) and Additional Insured Completed Operations endorsement CG 20 37 (10/01); or

3. substitute endorsements providing equivalent coverage, approved by the City.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The coverage shall contain no special limitations on the scope of protection afforded to such additional insureds. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.

7.3. **Waivers of Subrogation**. All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives.

7.4. **Primary Coverage**. All policies and endorsements shall stipulate that the Contractor's (and the Subcontractors') insurance coverage shall be primary insurance as respects the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives, and shall be excess of the Contractor's (and its Subcontractors') insurance and shall not contribute with it.

7.5. **Coverage Applies Separately to Each Insured and Additional Insured**. Coverage shall state that the Contractor's (and its Subcontractors') insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage shall apply to any claim or suit brought by an additional insured against a named insured or other insured.

7.6. **Self-Insurance**. Any self-insurance (including deductibles or self-insured retention in excess of $50,000) in lieu of liability insurance must be declared by Contractor and approved by the City in writing prior to execution of the Agreement. The City's approval of self-insurance, if any, is within the City's sole discretion and is subject to the following conditions:

1. Contractor must, at all times during the term of the Agreement and for a period of at least **one (1)** year after completion of the Project, and any extension of the one-year correction guarantee period in accordance with

Section 6-8.1 of the City Special Provisions, maintain and upon Owner's reasonable request provide evidence of:

(a) Contractor's "net worth" (defined as "total assets" [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property and equipment and intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;

(b) financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill; and

(c) a claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.

2. If at any time after such self-insurance has been approved Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this Paragraph 7, at the option of the City:

(a) the Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph 7 and otherwise on the terms required above; or

(b) the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or

(c) the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

7.7. **Insurer Financial Rating**. Insurance companies providing insurance hereunder shall be rated A-:VII or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

7.8. **Notices to City of Cancellation or Changes**. Each insurance policy described in this Paragraph 7 shall contain a provision or be endorsed to state that coverage will not be cancelled without **thirty (30) days'** prior written notice by certified or registered mail to the City (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to the City), except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. If an insurance carrier cancels any policy or elects not to renew any policy required to be maintained by Contractor pursuant to the Contract Documents, Contractor agrees to give written notice to the City at the address indicated on the first page of the Agreement. Contractor agrees to provide the same notice of cancellation and non-renewal to the City that is required by such policy(ies) to be provided to the First Named Insured under such policy(ies). Contractor shall provide confirmation that the required policies have been renewed not less than seven (7) days prior to the expiration of existing coverages and shall deliver renewal or replacement policies, certificates and endorsements to the City Clerk within fourteen (14) days of the expiration of existing coverages. Contractor agrees that

upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City Clerk copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

7.9. **Commercial General Liability**. Coverage shall be written on an ISO Commercial General Liability "occurrence" form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the City Special Provisions.

Contractor shall maintain Commercial General Liability insurance with the following minimum limits: $1,000,000 per occurrence / $2,000,000 aggregate / $2,000,000 products-completed operations.

7.10. **Business Automobile Liability**. Coverage shall be written on ISO form CA 00 01 (12/93 or later edition) or a substitute form providing equivalent coverage for owned, hired, leased and non-owned vehicles, whether scheduled or not, with $1,000,000 combined single limit per accident for bodily injury and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.11. **Workers' Compensation**. Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

1. Provide copy of permissive self-insurance certificate approved by the State of California; or
2. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of **$1,000,000** per accident; or
3. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

7.12. **Subcontractors' Insurance**. The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

8. BONDS. The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the City. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contact Documents as may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the City and the City's Separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

The Contractor shall furnish a satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, form, or entity eligible to file a stop notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the City, become non-responsible or unacceptable, the Contractor shall, within ten (10) Calendar Days after receiving notice from the City, provide written documentation to the Satisfaction of the City that Contractor has secured new or additional sureties for the bonds; otherwise the Contractor shall be in default of the Contract. No further payments hall be deemed due or will be made under Contract until a new surety(ies) qualifies and is accepted by the City.

Contractor agrees that the Labor and Materials Payment Bond and Faithful Performance Bond attached to this Agreement are for reference purposes only, and shall not be considered a part of this Agreement. Contractor further agrees that said bonds are separate obligations of the Contractor and its surety, and that any attorney's fee provision contained in any payment bond or performance bond shall not apply to this Agreement. In the event there is any litigation between the parties arising from the breach of this Agreement, each party will bear its own attorneys' fees in the litigation.

9. RECORDS. The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for at least three (3) years after Final Acceptance.

10. INDEMNIFICATION.

10.1. **General**. To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect, hold harmless and defend (even if the allegations are false, fraudulent, or groundless), the City of Moreno Valley, its City Council, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), and all of their respective officials, officers, directors, employees, commission members, representatives and agents ("Indemnitees"), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the Work, the Project or any breach of the Contract by Contractor or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, or any person performing any of the Work, pursuant to a direct or indirect contract with the Contractor ("Indemnity Claims"). Such Indemnity Claims include, but are not limited to, claims for:

A. Any activity on or use of the City's premises or facilities;
B. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
C. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;
D. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
E. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor's warranties, representations or agreements set forth in the Contract Documents;
F. Any failure to coordinate the Work with City's Separate Contractors;
G. Any failure to provide notice to any party as required under the Contract Documents;
H. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;
I. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;
J. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the City) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);
K. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;
L. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors;

M. Any operation conducted upon or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;

N. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;

O. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or Owner arising out of Contractor's Work, for which the Contractor is responsible; and

P. Any and all claims against the City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the City from such claims.

10.2. **Effect of Indemnitees' Active Negligence**. Contractor's obligations to indemnify and hold the Indemnitees harmless **exclude** only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 11. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

10.3. **Independent Defense Obligation.** The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitee(s) shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. The Contractor shall respond within thirty (30) Calendar Days to the tender of any Indemnity Claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to the City.

10.4. **Intent of Parties Regarding Scope of Indemnity.** It is the intent of the parties that the Contractor and its Subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity or hold harmless provisions in the Contract Documents are found to be ambiguous, or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

10.5. **Waiver of Indemnity Rights Against Indemnitees.** With respect to third party claims against the Contractor, to the fullest extent permitted by law, the Contractor waives any and all rights to any type of express or implied indemnity against the Indemnitees.

10.6. **Subcontractor Requirements.** In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Paragraph 11.

10.7. **No Limitation or Waiver of Rights.** Contractor's obligations under this Paragraph 11 are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Paragraph 11 are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Paragraph 11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

10.8. **Withholding to Secure Obligations.** In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

10.9. **Survival of Indemnity Obligations.** Contractor's obligations under this Paragraph 11 are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

11. SUCCESSORS AND ASSIGNS. The Parties bind themselves, their heirs, executors, administrators, successors and assigns the covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not, either voluntarily or by action of law, assign any right or obligation of the Contractor under the Contract Documents without prior written consent of the City.

(SIGNATURE PAGE FOLLOWS)

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
City Manager

DATE:_____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer

_____
Date

SEQUEL CONTRACTORS, INC

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. A general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed hereto.

APPROVALS	
BUDGET OFFICER	Caf
CITY ATTORNEY	RH
CITY MANAGER	MO

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, Public Works Director/City Engineer

AGENDA DATE: December 11, 2012

TITLE: AWARD CONSTRUCTION CONTRACT TO C & C GRADING & PAVING, INC. FOR THE STREET IMPROVEMENT PROGRAM, KENTLAND LANE SOUTH OF EUCALYPTUS AVENUE, WILSON PLACE AND KENNY DRIVE, PROJECT NO. 801 0011 70 77

RECOMMENDED ACTION

Recommendations:

1. Award the construction contract for $243,613.96 to C & C Grading & Paving, Inc., P.O. Box 251, Temecula, CA 92593, the lowest responsible bidder, for construction of the Street Improvement Program, Kentland Lane south of Eucalyptus Avenue, Wilson Place and Kenny Drive.
2. Authorize the City Manager to execute the Agreement with C & C Grading & Paving, Inc.
3. Authorize the issuance of a Purchase Order to C & C Grading & Paving, Inc. for $292,336.75 ($243,613.96 bid plus 20% contingency) when the contract has been signed by all parties.
4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with C & C Grading & Paving, Inc. up to, but not exceeding, the contingency amount of $48,722.79, subject to the approval of the City Attorney.
5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained system, and release the retention to C & C Grading & Paving, Inc., if no claims are filed against the project.

BACKGROUND

The Street Improvement Program (SIP) is a multi-year Capital Improvement Plan to facilitate construction of selected unimproved streets. The streets to be improved are selected from a list of streets demonstrating the need for improvement per established review criteria for public road, utility, and public service purposes.

The City Council approved the Fiscal Year 2012/2013 Capital Improvement Plan budget with the following streets listed for improvement in the SIP: Kentland Lane south of Eucalyptus Avenue, Wilson Place from Hubbard Street to Kenny Drive, and Kenny Drive from Wilson Place to Hilton Street. Each of these streets is either paved with deteriorating asphalt concrete or is native material. When the project construction is complete, the streets will be paved with twenty-four (24) feet (two lanes) of asphalt concrete.

The design and construction documents have been prepared by in-house staff as a cost saving solution for the City. In October 2012, the City Engineer approved the Plans and Specifications for the project, and authorized the advertisement for construction bids.

DISCUSSION

This project is part of the City's ongoing SIP. The project involves the reconstruction of three (3) streets citywide with Asphalt Concrete (AC) pavement roadway, striping, and signage. The improvements also include drainage, driveway construction, mailbox and utility relocations. Limited grading is required along the roadways to transition to existing improvements along the frontage of the streets. This project is determined as a Class 1 Categorical Exemption (CE) pursuant to Section 15301 of the State CEQA Guidelines.

This project will improve the following three (3) streets:

STREET NAME	FROM	TO
Kentland Lane	south end	Eucalyptus Avenue
Wilson Place	Hubbard Street	Kenny Drive
Kenny Drive	Wilson Place	Hilton Street

Formal bidding procedures have been followed in conformance with the Public Contract Code and City requirements. The City Clerk opened bids at 2:00 p.m., November 29, 2012. Eight (8) valid and responsive bids were received and are as follows:

CONTRACTORS:

1. **C & C Grading & Paving, Inc., Temecula $243,613.96**
2. Sequel Contractors, Inc., Santa Fe Springs $259,385.00
3. Hardy & Harper, Inc., Santa Ana $262,000.00
4. Wheeler Paving, Inc, Riverside $266,464.00
5. All American Asphalt, Corona $267,000.00
6. Hillcrest Contracting, Corona $281,462.00

7. Laird Construction Company, Inc., Rancho Cucamonga $297,792.00
8. Sean Malek Engineering & Construction, Temecula $423,990.00

Engineers Estimate $202,165.00

Staff has reviewed the bid by C & C Grading & Paving, Inc. and finds it to be the lowest responsible bidder in possession of a valid license for this work and providing a bid bond as required. No outstanding issues were identified through review of the references submitted by C & C Grading & Paving, Inc.

The project was bid on the basis of a Base Bid and Additive Alternate Bid A. The Base Bid includes Kentland Lane south of Eucalyptus Avenue; Additive Alternate Bid A includes Wilson Place and Kenny Drive. The bid documents stipulated that the low bidder would be determined by the total of the Base Bid and Additive Alternate Bid A. Staff recommends, and this report reflects, the award of the Contract to include all three (3) streets, the Base Bid plus the Additive Alternate Bid A option.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the timely construction of the improvements on Kentland Lane, Wilson Place and Kenny Drive.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the construction of the improvements on Kentland Lane, Wilson Place and Kenny Drive.*

FISCAL IMPACT

This project is included in the Fiscal Year 2012/2013 Capital Improvements Plan Budget and is financed using Measure A funds (Fund 2001). **These funds can only be used for transportation related projects.** There is no impact on the General Fund.

AVAILABLE CONSTRUCTION FUNDS:

Fiscal Year 2012/2013 Street Improvement Program
(G/L No. 2001-70-77-80001) (Project No. 801 0011 70 77) $676,000.00
Total Budget: $676,000.00

ESTIMATE CONSTRUCTION RELATED COSTS:

Contractor Construction Costs (includes 20% contingency) $293,000.00
Construction Survey Services $20,000.00
Construction Geotechnical Services $25,000.00
Project Management, Administration, and Inspection* $40,000.00
Total Estimated Project Costs $378,000.00

** Public Works and consultant staff will provide Project Administration including inspection services.*

ANTICIPATED PROJECT SCHEDULE

Start Construction ..... January 2013

Anticipated Completion of Construction ..... April 2013

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS:
Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts (including home rehabilitation) and neighborhood restoration.

SUMMARY

The Street Improvement Program (SIP) facilitates the improvement of streets selected from a list of streets demonstrating the need for improvement, based on established review criteria for public road, utility, and public service purposes. The SIP will construct asphalt concrete pavement for the three (3) selected streets: Kentland Lane south of Eucalyptus Avenue, Wilson Place and Kenny Drive. The City Council is requested to award the construction contract to C & C Grading & Paving, Inc. and authorize the issuance of the purchase order for the street improvement construction.

NOTIFICATION

Local residents, law enforcement, the fire department, hospitals, and schools in the area will be notified of the proposed construction. Construction notification signs will also be installed to notify commuters of the construction work.

ATTACHMENTS

Attachment 1: Location Map
Attachment 2: Agreement

Prepared By:
Henry Ngo
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

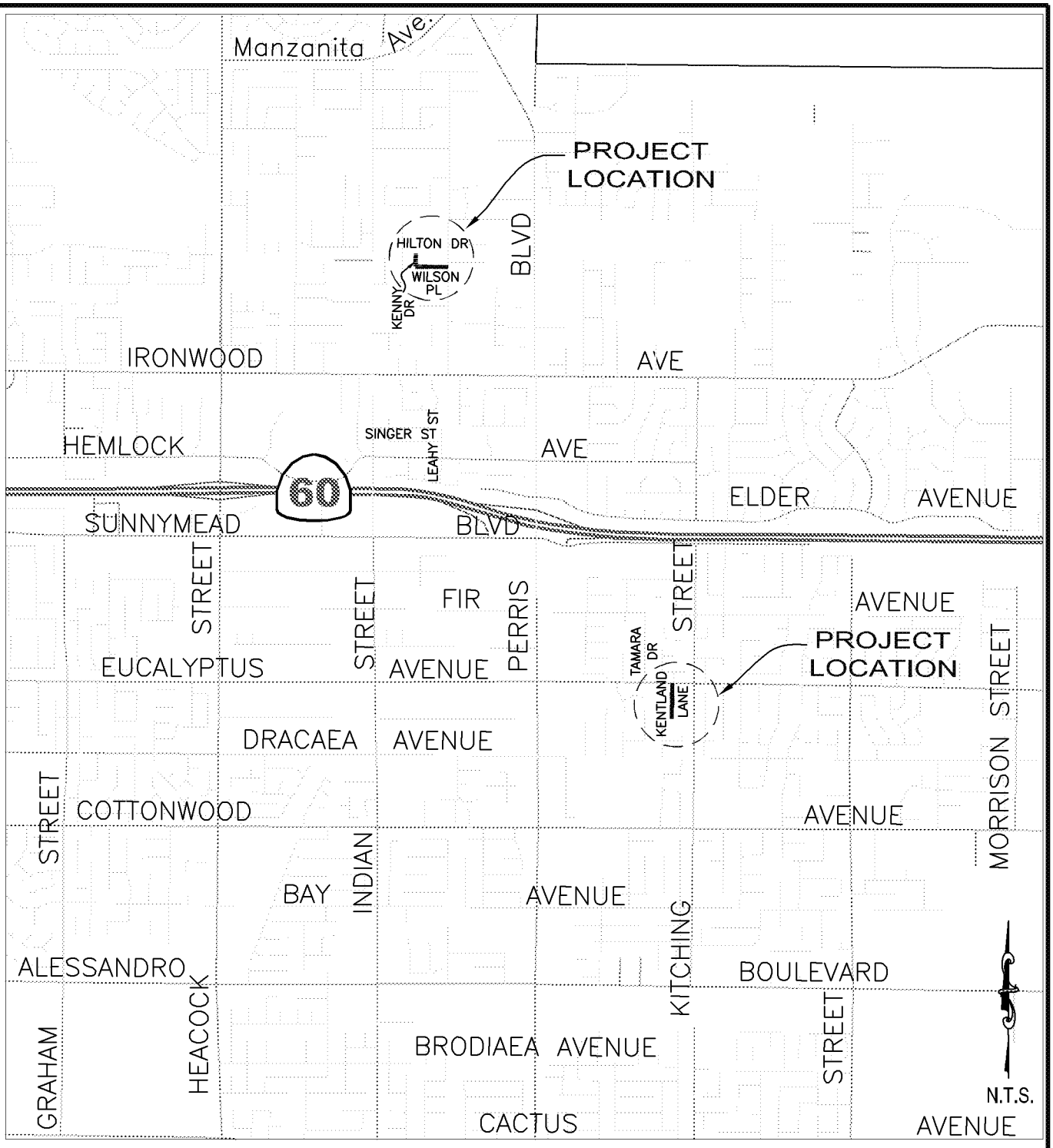

LOCATION MAP

Public Works Department
Capital Projects Division

Scale: None

ATTACHMENT 1

STREET IMPROVEMENT PROGRAM

KENTLAND LANE, WILSON PLACE, AND KENNY DRIVE

PROJECT No. 801 0011 70 77

Agreement No._____

AGREEMENT

PROJECT NO. 801 0011 70 77

STREET IMPROVEMENT PROGRAM
Kentland Lane south of Eucalyptus Avenue, Wilson Place, and Kenny Drive

THIS Agreement, effective as of the date signed by the City of Moreno Valley by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **C & C Grading & Paving, Inc.**, hereinafter called the "Contractor."

That the City and the Contractor for the consideration hereinafter named, agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of the following, which are incorporated herein by this reference:

A. Governmental approvals, including, but not limited to, permits required for the Work
B. Any and all Contract Change Orders issued after execution of this Agreement
C. This Agreement
D. Addenda No. **none**, issued prior to the opening of the Bids
E. City Special Provisions, including the General Provisions and Technical Provisions
F. Standard Specifications for Public Works Construction ("Greenbook") – latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
G. Project Plans
H. City Standard Plans
I. The bound Bidding Documents
J. Contractor's Certificates of Insurance and Additional Insured Endorsements
K. Contractor's Bidder's Proposal and Subcontractor Listing

In the event of conflict between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the above order of precedence.

2. REFERENCE DOCUMENTS. The following Reference Documents are not considered Contract Documents and were provided to the Contractor for informational purposes:

A. None

3. SCOPE OF WORK. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work described in the Contract

Documents, except as otherwise provided in the Plans, Standard Specifications, or City Special Provisions to be the responsibility of others.

4. PAYMENT.

4.1. **Contract Price and Basis for Payment**. In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Alternate Bid Items, if any, set forth the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Base Bid Items and Alternate Bid Items, if any, awarded by the City is **Two Hundred Forty Three Thousand Six Hundred Thirteen and 96/100 Dollars ($243,613.96)** ("Contract Price"). The Alternate Bid A Items were selected by the City and included in the Contract. It is understood and agreed that the quantities set forth in the Bidder's Proposal for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder's Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the City Engineer.

4.2. **Payment Procedures**. Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Article 9 of the Standard Specifications, as modified by Article 9 of the City Special Provisions.

5. CONTRACT TIME.

A. Contract Time. The Contract Time shall be determined in accordance with the following:

Base Bid	45 Working Days
Alternate Bid A	30 Working Days

B. Initial Notice to Proceed. After the Agreement has been fully executed by the Contractor and the City, the City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements constitutes the date of commencement of the Contract Time of **Seventy-Five (75) Working Days for Base Bid plus Alternate Bid A**. The Contract Time includes the time necessary to fulfill preconstruction requirements, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements shall further specify that Contractor must complete the preconstruction requirements within **Fifteen (15) Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

Preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of Traffic Control Plans
- Submitting and obtaining approval of the Stormwater Pollution Prevention Plan (SWPPP)/Water Pollution Control Plan (WPCP)
- Submitting and obtaining approval of critical required submittals
- Installation of the approved Project Identification Signs
- Obtaining an approved no fee Encroachment Permit

- Obtaining a Temporary Use Permit for a construction yard
- Notifying all agencies, utilities, residents, etc., as outlined in the Bidding Documents
- Completion of all pre-construction activities under Environmental Mitigations

If the City's issuance of a Notice to Proceed to Fulfill Preconstruction Requirements is delayed due to Contractor's failure to return the fully executed Agreement and insurance and bond documents within ten (10) Working Days after Contract award, then Contractor agrees to the deduction of one (1) Working Day from the number of days to complete the Project for every Working Day of delay in the City's receipt of said documents. This right is in addition to and does not affect the City's right to demand forfeiture of Contractor's Bid Security of Contractor persistently delays in providing the required documentation.

Notice to Proceed with Construction. After all preconstruction requirements are met and materials have been ordered in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements, the City shall issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

6. LIQUIDATED DAMAGES

6.1. **Liquidated Damages.** The Contractor and City (collectively, the "Parties") have agreed to liquidate damages with respect to Contractor's, failure to fulfill the preconstruction requirements, and/or failure to complete the Work within the Contract Time. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85. Contractor acknowledges and agrees that the liquidated damages are intended to compensate the City solely for Contractor's failure to meet the deadline for completion of the Work and will not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

In the event that Contractor fails to fulfill the preconstruction requirements and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the City **$400.00 per Calendar day** that completion of the Work is delayed beyond the Contract Time, as adjusted by Contract Change Orders. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

The Contractor and City acknowledge and agree that the foregoing liquidated damages have been set based on an evaluation of damages that the City will incur in the event of late completion of the Work. The Contractor and City acknowledge and agree that the amount of such damages are impossible to ascertain as of the date of execution hereof and have agreed to such liquidated damages to fix the City's damages and to avoid later disputes. It is understood and agreed by Contractor that liquidated damages payable pursuant to this Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the date of execution of this Agreement.

It is further mutually agreed that the City will have the right to deduct liquidated damages against progress payments or retainage and that the City will issue a Change Order or Construction Change Directive and reduce the Contract Price accordingly. In the event the remaining unpaid Contract Price is insufficient to cover the full amount of liquidated damages, Contractor shall pay the difference to the City.

6.2. **Owner is Exempt from Liability for Early Completion Delay Damages.** While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the Owner is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever, including but not limited to, delay cause by Owner or other Excusable Compensable Delay. See Section 6-6 of the Standard Specifications and City Special Provisions regarding compensation for delays.

7. INSURANCE.

7.1. **General.** The Contractor shall procure and maintain at its sole expense and throughout the term of this Agreement, any extension thereof, Commercial General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described herein.

7.2. **Additional Insured Endorsements.** The Contractor shall cause the insurance required by the Contract Document to include the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives as an additional insureds. For the Commercial General Liability coverage, said parties shall be named as additional insureds utilizing either:

1. Insurance Services Office ("ISO") Additional Insured endorsement CG 20 10 (11/85); or

2. ISO Additional Insured endorsement CG 20 10 (10/01) and Additional Insured Completed Operations endorsement CG 20 37 (10/01); or

3. substitute endorsements providing equivalent coverage, approved by the City.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The coverage shall contain no special limitations on the scope of protection afforded to such additional insureds. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.

7.3. **Waivers of Subrogation.** All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives.

7.4. **Primary Coverage.** All policies and endorsements shall stipulate that the Contractor's (and the Subcontractors') insurance coverage shall be primary insurance as respects the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and

representatives, and shall be excess of the Contractor's (and its Subcontractors') insurance and shall not contribute with it.

7.5. **Coverage Applies Separately to Each Insured and Additional Insured**. Coverage shall state that the Contractor's (and its Subcontractors') insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage shall apply to any claim or suit brought by an additional insured against a named insured or other insured.

7.6. **Self-Insurance**. Any self-insurance (including deductibles or self-insured retention in excess of $50,000) in lieu of liability insurance must be declared by Contractor and approved by the City in writing prior to execution of the Agreement. The City's approval of self-insurance, if any, is within the City's sole discretion and is subject to the following conditions:

1. Contractor must, at all times during the term of the Agreement and for a period of at least **one (1)** year after completion of the Project, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the City Special Provisions, maintain and upon Owner's reasonable request provide evidence of:

   (a) Contractor's "net worth" (defined as "total assets" [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property and equipment and intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;

   (b) financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill; and

   (c) a claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.

2. If at any time after such self-insurance has been approved Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this Paragraph 7, at the option of the City:

   (a) the Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph 7 and otherwise on the terms required above; or

   (b) the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or

   (c) the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

7.7. **Insurer Financial Rating**. Insurance companies providing insurance hereunder shall be rated A-VII or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

7.8. **Notices to City of Cancellation or Changes**. Each insurance policy described in this Paragraph 7 shall contain a provision or be endorsed to state that coverage will not be cancelled without **thirty (30) days'** prior written notice by certified or registered mail to the City (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to the City), except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. If an insurance carrier cancels any policy or elects not to renew any policy required to be maintained by Contractor pursuant to the Contract Documents, Contractor agrees to give written notice to the City at the address indicated on the first page of the Agreement. Contractor agrees to provide the same notice of cancellation and non-renewal to the City that is required by such policy(ies) to be provided to the First Named Insured under such policy(ies). Contractor shall provide confirmation that the required policies have been renewed not less than seven (7) days prior to the expiration of existing coverages and shall deliver renewal or replacement policies, certificates and endorsements to the City Clerk within fourteen (14) days of the expiration of existing coverages. Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City Clerk copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

7.9. **Commercial General Liability**. Coverage shall be written on an ISO Commercial General Liability "occurrence" form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the City Special Provisions.

Contractor shall maintain Commercial General Liability insurance with the following minimum limits: $1,000,000 per occurrence / $2,000,000 aggregate / $2,000,000 products-completed operations.

7.10. **Business Automobile Liability**. Coverage shall be written on ISO form CA 00 01 (12/93 or later edition) or a substitute form providing equivalent coverage for owned, hired, leased and non-owned vehicles, whether scheduled or not, with $1,000,000 combined single limit per accident for bodily injury and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.11. **Workers' Compensation**. Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

1. Provide copy of permissive self-insurance certificate approved by the State of California; or

2. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of **$1,000,000** per accident; or
3. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

7.12. **Subcontractors' Insurance**. The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

8. BONDS. The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the City. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contact Documents as may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the City and the City's Separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

The Contractor shall furnish a satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, form, or entity eligible to file a stop notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the City, become non-responsible or unacceptable, the Contractor shall, within ten (10) Calendar Days after receiving notice from the City, provide written documentation to the Satisfaction of the City that Contractor has secured new or additional sureties for the bonds; otherwise the Contractor shall be in

default of the Contract. No further payments hall be deemed due or will be made under Contract until a new surety(ies) qualifies and is accepted by the City.

Contractor agrees that the Labor and Materials Payment Bond and Faithful Performance Bond attached to this Agreement are for reference purposes only, and shall not be considered a part of this Agreement. Contractor further agrees that said bonds are separate obligations of the Contractor and its surety, and that any attorney's fee provision contained in any payment bond or performance bond shall not apply to this Agreement. In the event there is any litigation between the parties arising from the breach of this Agreement, each party will bear its own attorneys' fees in the litigation.

9. RECORDS. The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for at least three (3) years after Final Acceptance.

10. INDEMNIFICATION.

10.1. **General.** To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect, hold harmless and defend (even if the allegations are false, fraudulent, or groundless), the City of Moreno Valley, its City Council, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and all of their respective officials, officers, directors, employees, commission members, representatives and agents ("Indemnitees"), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the Work, the Project or any breach of the Contract by Contractor or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, or any person performing any of the Work, pursuant to a direct or indirect contract with the Contractor ("Indemnity Claims"). Such Indemnity Claims include, but are not limited to, claims for:

A. Any activity on or use of the City's premises or facilities;
B. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
C. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;
D. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
E. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor's warranties, representations or agreements set forth in the Contract Documents;

F. Any failure to coordinate the Work with City's Separate Contractors;

G. Any failure to provide notice to any party as required under the Contract Documents;

H. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;

I. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;

J. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the City) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);

K. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;

L. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors;

M. Any operation conducted upon or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;

N. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;

O. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or Owner arising out of Contractor's Work, for which the Contractor is responsible; and

P. Any and all claims against the City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the City from such claims.

10.2. **Effect of Indemnitees' Active Negligence**. Contractor's obligations to indemnify and hold the Indemnitees harmless **exclude** only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 11. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

10.3. **Independent Defense Obligation.** The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitee(s) shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because

the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. The Contractor shall respond within thirty (30) Calendar Days to the tender of any Indemnity Claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to the City.

10.4. **Intent of Parties Regarding Scope of Indemnity.** It is the intent of the parties that the Contractor and its Subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity or hold harmless provisions in the Contract Documents are found to be ambiguous, or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

10.5. **Waiver of Indemnity Rights Against Indemnitees.** With respect to third party claims against the Contractor, to the fullest extent permitted by law, the Contractor waives any and all rights to any type of express or implied indemnity against the Indemnitees.

10.6. **Subcontractor Requirements.** In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Paragraph 11.

10.7. **No Limitation or Waiver of Rights.** Contractor's obligations under this Paragraph 11 are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Paragraph 11 are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Paragraph 11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

10.8. **Withholding to Secure Obligations.** In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of

the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

10.9. **Survival of Indemnity Obligations.** Contractor's obligations under this Paragraph 11 are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

11. SUCCESSORS AND ASSIGNS. The Parties bind themselves, their heirs, executors, administrators, successors and assigns the covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not, either voluntarily or by action of law, assign any right or obligation of the Contractor under the Contract Documents without prior written consent of the City.

(SIGNATURE PAGE FOLLOWS)

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
City Manager

DATE:_____

C & C Grading & Paving, Inc.

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer

_____
Date

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. A general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO. _____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Price)

PROJECT NO. 801 0011 70 77

STREET IMPROVEMENT PROGRAM
Kentland Lane south of Eucalyptus Avenue, Wilson Place, and Kenny Drive

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to **C & C Grading & Paving, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City of Moreno Valley, and identified as **Project No. 801 0011 70 77**, and all Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Contract Documents and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

Contractor and Surety agree that this Faithful Performance Bond shall not be considered a part of the Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Faithful Performance Bond is a separate obligation of the Contractor and its Surety, and that any attorneys' fee provision contained in this Faithful Performance Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- **The bond shall be executed by a California admitted surety insurer (CCP 995.311).**
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact.**
- **The bond shall include an attached Notary Certificate for the Bidder.**
- **The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.**
- **The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.**
- **The Bidder's and Surety's corporate seal may be affixed hereto.**

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California
County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

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- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO._____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 801 0011 70 77

STREET IMPROVEMENT PROGRAM
Kentland Lane south of Eucalyptus Avenue, Wilson Place, and Kenny Drive

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **C & C Grading & Paving, Inc.** as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City of Moreno Valley, and identified as **Project No. 801 0011 70 77**, and Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

Contractor and Surety agree that this Labor and Materials Payment Bond shall not be considered a part of the Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Labor and Materials Payment Bond is a separate obligation of the Contractor and its Surety, and that any attorneys' fee provision contained in this Labor and Materials Payment Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- **The bond shall be executed by a California admitted surety insurer (CCP 995.311).**
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact.**
- **The bond shall include an attached Notary Certificate for the Bidder.**
- **The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.**
- **The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.**
- **The Bidder's and Surety's corporate seal may be affixed hereto.**

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RLH
CITY MANAGER	MO

Report to City Council

TO: Mayor and City Council

FROM: Ahmad Ansari, Public Works Director/City Engineer
Barry Foster, Community & Economic Development Director

AGENDA DATE: December 11, 2012

TITLE: MORENO VALLEY RANCH SPECIFIC PLAN 193 – EXONERATE FAITHFUL PERFORMANCE BOND AND MATERIAL & LABOR BOND FOR LANDSCAPE AND IRRIGATION IMPROVEMENTS FOR PLANNING AREA 32 (TRACT 32144), IRIS AVENUE FRONTAGE AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE LANDSCAPE AND IRRIGATION IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF IRIS AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

RECOMMENDED ACTION

Recommendations:

1. Adopt the Resolution No. 2012-97 authorizing the acceptance of the landscape and irrigation improvements within Planning Area 32 (Tract 32144), Iris Avenue Frontage as complete and accepting the portion of Iris Avenue associated with the project into the City's maintained street system.

2. Authorize the City Engineer to exonerate the Faithful Performance Bond in the amount of $142,710 and exonerate the Material & Labor Bond in the amount of $71,355 for landscape and irrigation improvements.

BACKGROUND

The Second Amended Development Agreement between McKenzie Vista, L.P. and the City of Moreno Valley, dated September 14, 1999, requires the developer enter into an agreement for installation of landscape and irrigation improvements along the south side

of Iris Avenue and on the west side of Moreno Valley Ranch. In addition, the developer is required to provide surety to guarantee construction of those improvements.

On March 28, 2000, City Council accepted the bonds and agreement for landscape & irrigation improvements from McKenzie Vista L.P. for Planning Area 32 (Tract 32144) and Planning Area 50 (Tract 29920). Accompanying that agreement was a Faithful Performance Bond in the amount of $271,000 and a Material & Labor Bond in the amount of $135,500 issued by Developers Insurance Company.

On November 9, 2004, City Council accepted the bonds and agreement from CHT Investment, LLC, for public improvements for Planning Area 50 (Tract 29920-1). These bonds secure the public improvements including the landscape & irrigation improvements for the Iris Avenue Frontage, which duplicates the security posted by McKenzie Vista L.P. The landscape & irrigation improvements along this portion of Iris Avenue Frontage are 25,658 square feet for a total dollar value of $128,290. Consequently, McKenzie Vista L.P. requested a reduction to its Faithful Performance Bond and Material & Labor Bond for Planning Area 50 (Tract 29920).

On January 11, 2005, City council approved a reduction to the Faithful Performance Bond in the amount of $128,290 and a reduction to the Material & Labor Bond in the amount of $64,145 for Tract 29920 (Planning Area 50) issued by Developers Insurance Company. The remaining portion of the Faithful Performance Bond and the remaining portion of the Material & Labor Bond for McKenzie Vista L.P. are $142,710 and $71,355 respectively. These bonds were to remain in effect and secure the remaining landscape and irrigation improvements for Planning Area 32 (Tract 32144).

DISCUSSION

The remaining landscape & irrigation improvements for Planning Area 32 (Tract 32144) have received final inspection, and the improvements were completed in accordance with the approved plans and the standards of the City of Moreno Valley. In accordance with the Streets and Highway Code, the method for acceptance of improvements, per Section 1806, (a), and (b), is by action of the governing body, by resolution. It is therefore appropriate to accept those landscape and irrigation improvements into the City's maintained street system and to exonerate the remaining Faithful Performance Bond in the amount of $142,710 and the remaining Material & Labor Bond in the amount of $71,355 issued by Developers Insurance Company.

ALTERNATIVES

1. Adopt the proposed Resolution authorizing the acceptance of the landscape and irrigation improvements within Planning Area 32 (Tract 32144), Iris Avenue Frontage as complete and accepting the portion of Iris Avenue associated with the project into the City's maintained street system. Authorize the City Engineer to exonerate the Faithful Performance Bond in the amount of $142,710 and exonerate the Material & Labor Bond in the amount of $71,355 for landscape and irrigation improvements. *The required landscape and irrigation improvements have been completed according to*

City of Moreno Valley Standards and therefore should be included in the City's maintained street system.

2. Do not adopt the proposed Resolution authorizing the acceptance of the landscape and irrigation improvements within Planning Area 32 (Tract 32144), Iris Avenue Frontage as complete and accepting the portion of Iris Avenue associated with the project into the City's maintained street system. Do not authorize the City Engineer to exonerate the Faithful Performance Bond in the amount of $142,710 and exonerate the Material & Labor Bond in the amount of $71,355 for landscape and irrigation improvements. *The required landscape and irrigation improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

FISCAL IMPACT

The acceptance of these landscape and irrigation improvements into the City's maintained street system will create an additional fiscal impact to the street maintenance program of the City (Fund 2000-Gas Tax, Fund 2001-Measure "A", and Fund 2008-NPDES. Fund 2000 is restricted to the construction and maintenance of streets and roadways. Fund 2001 is restricted for transportation projects only for the purposes of construction, maintenance and operation of streets and roadways. The County Service Area (CSA) levy collected from property owners support current NPDES Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the CSA 2008 annual levy are restricted for use only within the Storm Water Management program).

NOTIFICATION

Publication of agenda

ATTACHMENTS

Attachment 1 – Agreement & Bonds
Attachment 2 – Vicinity Map
Attachment 3 – Proposed Resolution

Prepared By:
Anitra N. Holt
Management Analyst

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Mark W. Sambito, P.E.
Engineering Division Manager

Department Head Approval:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

ATTACHMENT 1

DOC # 2000-132950
04/10/2000 08:00A Fee:NC
Page 1 of 6
Recorded in Official Records
County of Riverside
Gary L. Orso
Assessor, County Clerk & Recorder

RECORDING REQUESTED BY:
City of Moreno Valley

WHEN RECORDED, RETURN TO:

CITY OF MORENO VALLEY
City Clerk
P. O. Box 88005
Moreno Valley, CA 92552-0805

No recording fee per Government Code, Section 6103

This spa

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AGREEMENT FOR LANDSCAPE AND IRRIGATION IMPROVEMENTS
PROJECT: Moreno Valley Ranch – West Side; South side Iris frontage
For Planning Areas 32 and 50

M
CZ

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and McKENZIE VISTA, L.P., hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project known as: Moreno Valley Ranch –West Side: South side of Iris frontage for Planning areas 32 and 50, agrees, at Contractor's own expense, to furnish all design, labor, equipment and material necessary, and within SIXTY (60) months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required landscape and irrigation improvements for aforementioned project, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Contractor further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Contractor shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Contractor shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Contractor waives the 120 day time limitation set forth in Section 66462.5, Government Code. The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto, is the sum of TWO HUNDRED SEVENTY-ONE THOUSAND AND NO/100 Dollars (***$ 271,000.00 ***).

SECOND: Contractor agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Contractor further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Contractor and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, his agents or employees, in the performance of the work, and all of said liabilities are assumed by Contractor. Contractor agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

c: Sharon Sharrett

FOURTH: The Contractor hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Contractor has completed the work within the time specified or any extension thereof granted by the City.

FIFTH: Contractor agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The contractor shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. The Contractor's obligation under this provision shall be secured by the bonds securing performance of this Agreement.

SIXTH: The Contractor, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If the Contractor, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Contractor because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

EIGHTH: Contractor agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time **may** be granted by the City from time to time, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds, Contractor further agrees to maintain the aforesaid bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City:

City Engineer
P.O. Box 88005
14177 Frederick
Moreno Valley, CA 92552-0805

Contractor:

Mckenzie Vista L.P.
181 Old Springs Road
Anaheim, Ca 92808
Attention: Mary Rauschenburg

IN WITNESS WHEREOF Contractor has affixed his name, address and seal.

MCKENZIE VISTA, L.P.,
A Washington limited partnership
By: CHATEAU VISTA, L.P., a Washington limited partnership, its General Partner
By: SOUTHWEST DEVELOPMENT, INC., a Washington corporation, its General Partner

Date approved by the City: 3/28/00

By: Vice President — Title

By: _____ Title

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

By: _____ City Clerk

(SEAL)

CITY OF MORENO VALLEY

By: _____ Mayor

APPROVED AS TO FORM:
CITY ATTORNEY

Date: 3/21/00

By: _____ City Attorney

SIGNATURES OF CONTRACTOR MUST BE EXECUTED IN QUADRUPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; PINK - CONTRACTOR; GREEN - PUBLIC WORKS/LAND DEVELOPMENT; BLUE - PROJECT FILE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Orange } ss.

On March 9, 2000 (Date), before me, Cathy MacKinney (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),
personally appeared Thomas D. Pomeroy (Name(s) of Signer(s)),

☑ personally known to me
☐ proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.

Cathy MacKinney
Signature of Notary Public

CATHY MAC KINNEY
Commission # 1195958
Notary Public - California
San Bernardino County
My Comm. Expires Sep 11, 2002

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 1997 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

EXHIBIT "A"

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
BOND COMPUTATION SHEET

PROJECT:	**Moreno Valley Ranch--West Side;** **South side Iris Frontage For Planning Areas 32 & 50**	DATE: PREPARED BY:	**12/08/99** **Kent Wegelin**

IMPROVEMENT TYPE:

LANDSCAPING INCLUDING DESIGN :	$225,400
TOTAL COST OF IMPROVEMENTS:	$225,400
+20% CONTINGENCY:	$45,080
SUBTOTAL:	$270,480
GRAND TOTAL:	$270,480
BOND AMOUNT:	**$271,000**

CHECKED BY: _____

2000-132958
04/10/2000 08:00A
5 of 6

EXHIBIT "A"
ENGINEER'S ESTIMATE

DATE: **12/08/99**
PREPARED BY: **Kent Wegelin**

PROJECT: **Moreno Valley Ranch--West Side;**
South side Iris Frontage For Planning Areas 32 and 50
STREET WORK

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Landscaping including design	45080	S.F.	5.00	225,400
			SUBTOTAL:	225,400

2000-132950
04/10/2000 08:00A
6 of 6

FAITHFUL PERFORMANCE BOND

City of Moreno Valley
County of Riverside
State of California
(Government Code Section 66499.1)

Landscape and Irrigation $ 271,000.00

Bond No. 815574S

Surety DEVELOPERS INSURANCE COMPANY

Address 17780 FITCH SUITE 200

City/Zip IRVINE, CA 92614

Project No. Moreno Valley Ranch Planning Areas 32 & 50

Premium $2,168.00
PREMIUM FOR THE TERM OF TWO YEARS SUBJECT TO RENEWAL

Principal McKenzie Vista, L.P.
Attn: Mary Rauschenburg

Address 181 Old Springs Road

City/Zip Anaheim, CA 92808

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and **MC KENZIE VISTA, L.P.** (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to **MORENO VALLEY RANCH PLANNING AREAS 32 & 50**, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement to furnish bond for the faithful performance of said agreement;

NOW, THEREFORE, we the Principal, and DEVELOPERS INSURANCE COMPANY, as Surety, are held and firmly bound to the City of Moreno Valley in the penal sum of **TWO HUNDRED SEVENTY-ONE THOUSAND AND NO/100** Dollars (*****$271,000.00*****), lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, successors, executors and administrator, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

FAITHFUL PERFORMANCE BOND (Page 2 of 2)
PROJECT NO. MORENO VALLEY RANCH PLANNING AREAS 32 & 50

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to Surety's obligations hereunder and are hereby waived by Surety.

When the work covered by the agreement is complete, the City Council of the City of Moreno Valley will accept the work and thereupon the amount of the obligation of this bond is reduced by 90%, with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on MARCH 7, ~~19~~ 2000.

NAME OF PRINCIPAL: McKenzie Vista, L.P.
Company Name By: Chateau Vista LP,
By: Southwest Development, Inc.
By:

AUTHORIZED SIGNATURE(S): By

Name	Title
Name Tim England	Title VP
Name	Title

NAME OF SURETY: DEVELOPERS INSURANCE COMPANY
Company Name

AUTHORIZED SIGNATURE: MICHAEL J. HENSEL ITS ATTORNEY-IN-FACT

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.
BOND COMPANY – ATTACH POWER OF ATTORNEY

Approved as to form:

Date: 3/21/00

City Attorney
City of Moreno Valley

U:\LAND\FORMS\BONDFORM\BND-FP.SWS (12/96)

STATE OF California
COUNTY OF Orange } SS.

On 03-07-2000, before me, Cynthia S. Ingraham

PERSONALLY APPEARED Michael J. Hensel

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

WITNESS my hand and official seal.

Signature

CYNTHIA S. INGRAHAM
Comm. # 1188015
NOTARY PUBLIC - CALIFORNIA
Sacramento County
My Comm. Expires June 25, 2002

This area for Official Notarial Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
  TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☑ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
Developers Insurance Company

DESCRIPTION OF ATTACHED DOCUMENT

815574S
TITLE OF TYPE OF DOCUMENT

two
NUMBER OF PAGES

03-07-2000
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

ID-081 Rev. 6/94

ALL-PURPOSE ACKNOWLEDGEMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of ORANGE } ss.

On March 7, 2000 (Date), before me, Rebecca S. Morris, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Tim England ---------- (Name(s) of Signer(s)),

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.

Rebecca S. Morris
Signature of Notary Public

REBECCA S. MORRIS
Commission # 1210515
Notary Public - California
Orange County
My Comm. Expires Feb 9, 2003

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Faithful Performance Bond No. 815574S

Document Date: March 7, 2000 Number of Pages: Two

Signer(s) Other Than Named Above: Michael J. Hensel

Capacity(ies) Claimed by Signer

Signer's Name: Tim England

☐ Individual
☒ Corporate Officer — Title(s): Vice President
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: Southwest Development Inc., General Partner for Chateau Vista LP

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POWER OF ATTORNEY OF
INDEMNITY COMPANY OF CALIFORNIA
AND DEVELOPERS INSURANCE COMPANY

P.O. BOX 19725, IRVINE, CA 92623 • (949) 263-3300

№ 060796

NOTICE:
1. All power and authority herein granted shall in any event terminate on the 31st day of March, 2002.
2. This Power of Attorney is void if altered or if any portion is erased.
3. This Power of Attorney is void unless the seal is readable, the text is in brown ink, the signatures are in blue ink and this notice is in blue ink.
4. This Power of Attorney should not be returned to the Attorney(s)-In-Fact, but should remain a permanent part of the obligee's records.

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, **INDEMNITY COMPANY OF CALIFORNIA** and **DEVELOPERS INSURANCE COMPANY**, do each severally, but not jointly, hereby make, constitute and appoint

James E. Mary, Virginia M. Louman, Joan M. Wynn, Michelle Haase, Cynthia S. Ingraham, Marie T. Roussere, Michael J. Hensel, Nell Amyx, jointly or severally

the true and lawful Attorney(s)-In-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations as sureties, bonds, undertakings and contracts of suretyship in an amount not exceeding Ten Million Dollars ($10,000,000) in any single undertaking; giving and granting unto said Attorney(s)-In-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation; and all of the acts of said Attorney(s)-In-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of **INDEMNITY COMPANY OF CALIFORNIA** and **DEVELOPERS INSURANCE COMPANY**, effective as of September 24, 1986:

RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporations be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, **INDEMNITY COMPANY OF CALIFORNIA** and **DEVELOPERS INSURANCE COMPANY** have severally caused these presents to be signed by their respective Presidents and attested by their respective Secretaries this 22nd day of December, 1998.

INDEMNITY COMPANY OF CALIFORNIA

By _____
Dante F. Vincenti, Jr.
President

By _____
Walter Crowell
Secretary

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 5 1967 CALIFORNIA

DEVELOPERS INSURANCE COMPANY

By _____
Dante F. Vincenti, Jr.
President

ATTEST

By _____
Walter Crowell
Secretary

DEVELOPERS INSURANCE COMPANY INCORPORATED MAR. 27 1979 CALIFORNIA

STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

On December 22, 1998, before me, C. Hollister, personally appeared Dante F. Vincenti, Jr. and Walter Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

C. HOLLISTER
COMM. # 1192615
Notary Public - California
ORANGE COUNTY
My Comm. Expires AUG. 11, 2002

WMD1

CERTIFICATE

The undersigned, as Senior Vice President of **INDEMNITY COMPANY OF CALIFORNIA**, and Senior Vice President of **DEVELOPERS INSURANCE COMPANY**, does hereby certify that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 7 day of MARCH, 2000.

INDEMNITY COMPANY OF CALIFORNIA

By _____
William T. Sherer
Senior Vice President

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 5 1967 CALIFORNIA

DEVELOPERS INSURANCE COMPANY

By _____
William T. Sherer
Senior Vice President

DEVELOPERS INSURANCE COMPANY INCORPORATED MAR. 27 1979 CALIFORNIA

ID-314 REV. (12/98)

MV00186834

MATERIAL AND LABOR BOND

City of Moreno Valley
County of Riverside
State of California
(Government Code Section 66499.2)

Public Improvements $ 135,500.00

Bond No. S.E. 815574S

Surety DEVELOPERS INSURANCE COMPANY

Address 17780 FITCH SUITE 200

City/Zip IRVINE, CA 92614

Project No. Moreno Valley Ranch Planning Areas 32 & 50

Premium INCLUDED IN THE FAITHFUL PERFORMANCE BOND

Principal McKenzie Vista, L. P.
Attn: Mary Rauschenburg

Address 181 Old Springs Road

City/Zip Anaheim, CA 92808

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and **McKENZIE VISTA, L.P.**, (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to **MORENO VALLEY RANCH PLANNING AREAS 32 & 50**, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Moreno Valley to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, we the Principal, and the undersigned as corporate Surety, are held and firmly bound unto the City of Moreno Valley and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of **ONE HUNDRED THIRTY-FIVE THOUSAND FIVE HUNDRED AND NO/100** Dollars **(***$135,500.00***)**, lawful money of the United States, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, also in case suit is brought upon this bond, will pay, in addition to the face amount hereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

MATERIAL AND LABOR BOND (Page 2 of 2)
PROJECT NO. MORENO VALLEY RANCH PLANNING AREAS 32 & 50

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition. Surety further stipulates and agrees that the provision of Section 2845 of the Civil Code are not a condition precedent to the Surety's obligations hereunder and hereby waived by the Surety.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on MARCH 7, 2000

NAME OF PRINCIPAL: McKenzie Vista, L.P.
Company Name By: Chateau Vista LP, Tim England
By: Southwest Development Inc.
By:

AUTHORIZED SIGNATURE(S):
By:

Name	Title
	3/7/2000
Tim England	VP
By: Polygon Southwest By: Tim England, VP	

NAME OF SURETY: DEVELOPERS INSURANCE COMPANY
Company Name

AUTHORIZED SIGNATURE: MICHAEL J. HENSEL ITS ATTORNEY-IN-FACT

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.
BOND COMPANY – ATTACH POWER OF ATTORNEY

Approved as to form:

Date: 3/21/00

RDH

City Attorney
City of Moreno Valley

U:\LAND\FORMS\BONDFORM\B-ML-PUB.DOC (12/96)

STATE OF California
COUNTY OF Orange } SS.

On 03-07-2000, before me, Cynthia S. Ingraham

PERSONALLY APPEARED Michael J. Hensel

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

WITNESS my hand and official seal.

Signature

CYNTHIA S. INGRAHAM
Comm. # 1188015
NOTARY PUBLIC - CALIFORNIA
Sacramento County
My Comm. Expires June 25, 2002

This area for Official Notarial Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
  TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☑ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
Developers Insurance Company

DESCRIPTION OF ATTACHED DOCUMENT

815574S
TITLE OF TYPE OF DOCUMENT

two
NUMBER OF PAGES

03-07-2000
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

ID-081 Rev. 6/94

ALL-PURPOSE ACKNOWLEDGEMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of ORANGE } ss.

On March 7, 2000 (Date), before me, Rebecca S. Morris, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Tim England (Name(s) of Signer(s)),

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.

Rebecca S. Morris
Signature of Notary Public

REBECCA S. MORRIS
Commission # 1210515
Notary Public - California
Orange County
My Comm. Expires Feb 9, 2003

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Material and Labor Bond No. 815574S

Document Date: March 7, 2000 Number of Pages: Two

Signer(s) Other Than Named Above: Michael J. Hensel

Capacity(ies) Claimed by Signer

Signer's Name: Tim England

☐ Individual
☒ Corporate Officer — Title(s): Vice President
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: Southwest Development Inc., General Partner for Chateau Vista LP

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POWER OF ATTORNEY OF
INDEMNITY COMPANY OF CALIFORNIA
AND DEVELOPERS INSURANCE COMPANY

P.O. BOX 19725, IRVINE, CA 92623 • (949) 263-3300

№ 060715

NOTICE:
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2. This Power of Attorney is void if altered or if any portion is erased.
3. This Power of Attorney is void unless the seal is readable, the text is in brown ink, the signatures are in blue ink and this notice is in blue ink.
4. This Power of Attorney should not be returned to the Attorney(s)-In-Fact, but should remain a permanent part of the obligee's records.

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, **INDEMNITY COMPANY OF CALIFORNIA** and **DEVELOPERS INSURANCE COMPANY**, do each severally, but not jointly, hereby make, constitute and appoint

James E. Mary, Virginia M. Louman, Joan M. Wynn, Michelle Haase, Cynthia S. Ingraham, Marie T. Roussere, Michael J. Hensel, Nell Amyx, jointly or severally

the true and lawful Attorney(s)-In-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations as sureties, bonds, undertakings and contracts of suretyship in an amount not exceeding Ten Million Dollars ($10,000,000) in any single undertaking; giving and granting unto said Attorney(s)-In-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation; and all of the acts of said Attorney(s)-In-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of **INDEMNITY COMPANY OF CALIFORNIA** and **DEVELOPERS INSURANCE COMPANY**, effective as of September 24, 1986:

RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporations be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, **INDEMNITY COMPANY OF CALIFORNIA** and **DEVELOPERS INSURANCE COMPANY** have severally caused these presents to be signed by their respective Presidents and attested by their respective Secretaries this 22nd day of December, 1998.

INDEMNITY COMPANY OF CALIFORNIA

By Dante F. Vincenti, Jr.
Dante F. Vincenti, Jr.
President

By Walter Crowell
Walter Crowell
Secretary

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 5 1967 CALIFORNIA

DEVELOPERS INSURANCE COMPANY

By Dante F. Vincenti, Jr.
Dante F. Vincenti, Jr.
President

ATTEST

By Walter Crowell
Walter Crowell
Secretary

DEVELOPERS INSURANCE COMPANY INCORPORATED MAR. 27 1979 CALIFORNIA

STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

On December 22, 1998, before me, C. Hollister, personally appeared Dante F. Vincenti, Jr. and Walter Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature C. Hollister

WMD1 C. HOLLISTER COMM. # 1192615 Notary Public - California ORANGE COUNTY My Comm. Expires AUG. 11, 2002 WMD1

CERTIFICATE

The undersigned, as Senior Vice President of **INDEMNITY COMPANY OF CALIFORNIA**, and Senior Vice President of **DEVELOPERS INSURANCE COMPANY**, does hereby certify that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 7th day of March, 2000.

INDEMNITY COMPANY OF CALIFORNIA

By William T. Sherer
William T. Sherer
Senior Vice President

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 5 1967 CALIFORNIA

DEVELOPERS INSURANCE COMPANY

By William T. Sherer
William T. Sherer
Senior Vice President

DEVELOPERS INSURANCE COMPANY INCORPORATED MAR. 27 1979 CALIFORNIA

ID-314 REV. (12/98)

MV00186839

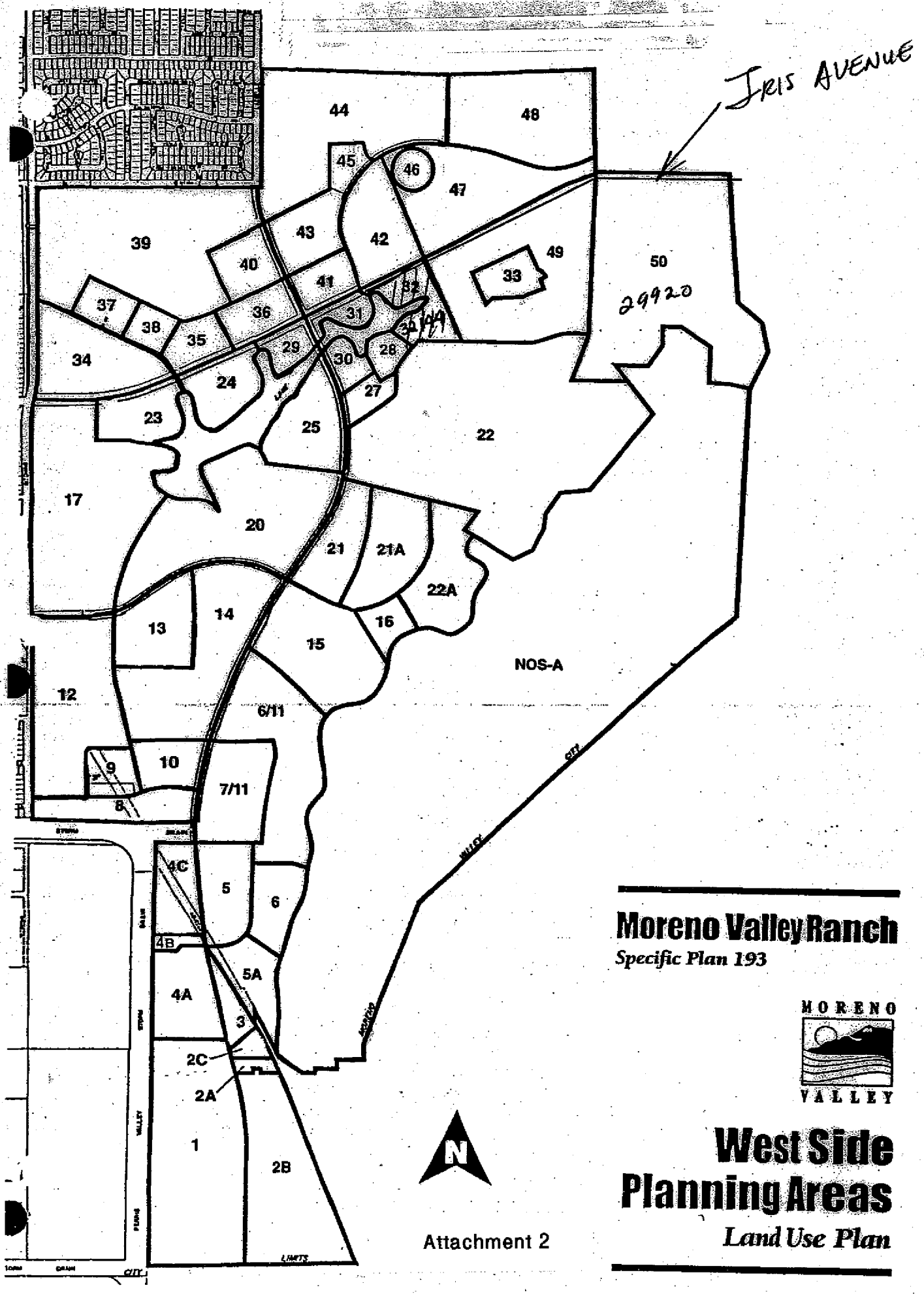

Attachment 2

RESOLUTION NO. 2012-97

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE LANDSCAPE AND IRRIGATION IMPROVEMENTS AS COMPLETE WITHIN PLANNING AREA 32 (TRACT 32144), IRIS AVENUE FRONTAGE AND ACCEPTING THE PORTION OF IRIS AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

WHEREAS, the City Engineer has determined that the landscape and irrigation improvements constructed by McKenzie Vista, L.P. on the portion of Iris Avenue associated with the project were constructed according to the approved plans on file with the City of Moreno Valley and

WHEREAS, the City Engineer has determined that those improvements were inspected during construction and were completed in an acceptable manner and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said landscape and irrigation improvements as complete within Planning Area 32 (Tract 32144) and accept the portion of Iris Avenue associated with the project into the City's maintained street system and

WHEREAS, it is in accordance with Streets and Highway Code, Section 1806, (a) and (b), for City Council to perform this action by resolution

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: that the landscape and irrigation improvements within Planning Area 32 (Tract 32144) are complete, and the portion of Iris Avenue associated with the project are accepted into the City's maintained street system.

APPROVED AND ADOPTED this 11th day of December, 2012.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00186842

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-97 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of December, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RLH
CITY MANAGER	MO

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: December 11, 2012

TITLE: RECEIVE THE ANNUAL REPORT ON DEVELOPMENT IMPACT FEES FOR FISCAL YEAR 2011-12

RECOMMENDED ACTION

Recommendations:

1. Approve and accept the Annual Report on Development Impact Fees in compliance with California Government Code Section 66006.

2. Approve the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not Applicable

BACKGROUND

Government Code Section 66006 requires municipalities imposing impact fees to undertake an annual accounting of such fees within 180 days of the fiscal year end. The Code also requires that the accounting be made available for public review. The accounting must provide the beginning and ending balances for the fiscal year; receipts; disbursements; interest earned and any other income; a description of how the fees were expended during the past year; and any refunds or allocations pursuant to Government Code Section 66001(f). If fees are unexpended, whether committed or uncommitted for a period of five or more years, the report must include a finding regarding the continuing need for the fees. If a continuing need cannot be shown, State law requires that the City refund the unused, uncommitted fees. The City's report

contains no such instances of unexpended and uncommitted Development Impact Fees.

DISCUSSION

The attached Annual Report on Development Impact Fees is for the fiscal year ended June 30, 2012. This report is prepared in compliance with the California Government Code Section 66006 regarding the annual accounting of impact fees. The accounting was complete and the required information was available to the public within the required time frame, 180 days subsequent to fiscal year end.

On April 26, 2011, the City Council approved the Economic Development Action Plan that included the identification of funding sources to allow for the re-sequencing of capital projects to allow for the acceleration of certain capital projects. Included in this plan were loans from the Library DIF ($4 million) and Corporate Yard DIF ($2.5 million) funds. These loans are to be repaid or reviewed by Council by June 30, 2013.

This report does not include any findings for unexpended, uncommitted fees. All funds collected and held by the City as of June 30, 2012 within each of the 14 respective Development Impact Fee funds are designated for specific capital projects, consistent with the Development Impact Fee Study Final Report approved by the City Council on October 25, 2005, and the Capital Improvement Plan approved by the City Council on June 12,2012.

This report, however, does make a finding for continuing to hold previously collected development impact fees. This finding is supported by fact that all fees collected and held by the City as of June 30, 2012 are designated for specific capital projects, consistent with the Development Impact Fee Study Final Report approved by the City Council on October 25, 2005, and the Capital Improvement Plan approved by the City Council on June 12, 2012. The Development Impact Fee Study has recently been revised to reflect current development expectations and was reviewed, discussed and approved by Council on October 9, 2012.

ALTERNATIVES

The following alternatives are available to the City Council:

1. Approve and accept the Annual Report on Development Impact Fees in compliance with California Government Code Section 66006 and approve the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees. Staff recommends this alternative.

2. Approve and accept the Annual Report on Development Impact Fees in compliance with California Government Code Section 66006 but reject the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees. Staff does not recommend this alternative in that this action could result in the

need to refund unexpended fees such that projects and debt service intended to be funded through these fees would be left without a funding source.

FISCAL IMPACT

There is no fiscal impact resulting from the recommended action; the information included in the staff report is provided to comply with State law.

CITY COUNCIL GOALS

Revenue Diversification and Preservation. Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

Public Facilities and Capital Projects. Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

Government Code Section 66006 requires municipalities that impose impact fees to render an annual accounting of such fees and to provide findings that support the retention of any fees that have been held in excess of five years and remain unexpended or have not been committed to projects. The City has no Development Impact Fees that are unexpended or uncommitted for a period of five years or more. The information included in this staff report is provided to comply with State law.

NOTIFICATION

Publication of the agenda

ATTACHMENTS

Attachment 1 - Annual Report on Development Impact Fees for the Fiscal Year Ended June 30, 2012

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

City of Moreno Valley
Annual Report on Development Impact Fees
For the Fiscal Year Ended June 30, 2012

Pursuant to Government Code Section 66006, the following report on the receipt, use and retention of development impact fees for fiscal year ended June 30, 2012 is hereby presented to the City Council for review and approval.

Fund Number Fund Name (Old Fund Number)	Beginning Fund Balance July 1, 2011	Receipts	Disbursements	Ending Fund Balance June 30, 2012
2901 (00201) Arterial Streets Development Impact Fee	$ 6,425,888	$ 252,945	$(5,474,700)	$ 1,204,133
2902 (00202) Traffic Signal Development Impact Fee	$ 2,380,657	$ 74,229	$(1,470,000)	$ 984,886
2903 (00203) Fire Facility Development Impact Fee	$ 820,897	$ 24,533	$ (254,000)	$ 591,431
2904 (00204) Police Facility Development Impact Fee	$ -	$ 12,888	$ (12,888)	$ (0)
2905 (00205) Parkland Facilities Development Impact Fee	$ 2,788,441	$ 144,100	$ (320,000)	$ 2,612,541
2906 (00206) Quimby In-Lieu Park Fee	$ 2,050,543	$ 585,225	$ -	$ 2,635,769
2907 (00207) Recreation Center Development Impact Fee	$ -	$ 82,015	$ (82,015)	$ -
2908 (00208) Libraries Development Impact Fee	$ 4,235,181	$ 87,491	$(4,000,000)	$ 322,672
2909 (00209) City Hall Development Impact Fee	$ 2,442,710	$ 56,922	$ -	$ 2,499,633
2910 (00210) Corporate Yard Development Impact Fee	$ 155,679	$ 2,414,531	$(2,500,000)	$ 70,210
2911 (00211) Interchange Improvements Development Impact Fee	$ 112,183	$ 7,226	$ -	$ 119,409
2912 (00212) Maintenance Equipment Development Impact Fee	$ 81,093	$ 1,486	$ -	$ 82,579
2913 (00213) Animal Shelter Development Impact Fee	$ -	$ 152	$ (152)	$ -
3001 (00413) Capital Improvement Fund	$ 38,487	$ -	$ -	$ 38,487

The reservation of Fund Balance and disbursement information for each of the above funds is as follows:

Fund 2901 (00201)- Arterial Streets Development Impact Fee

Fund Balance Designations:	
Future Arterial Streets Development	$ 1,204,133
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
Cottonwood Ave / Perris Blvd to Perris Blvd	305,000
Ironwood Ave / Heacock St to Perris Blvd	1,550,000
Nason St / Cactus Ave to Iris Ave	2,500,000
Debt Service – 2005 Lease Revenue Bonds Current Year	1,119,700
	$ 5,474,700

Fund 2902 (00202) Traffic Signal Development Impact Fee

Fund Balance Designations:	
Future Traffic Signal Development	$ 984,886
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
Lasselle St / Margaret Ave Traffic Signal	272,000
ITS Deployment Phase I A	30,000
Traffic Management System	121,000
John F. Kennedy Dr / La Brisis Way Traffic Signal	240,000
Nason St / RCRMC Main Driveway Traffic Signal	250,000
Sunnymead Blvd / SR-60 On-Ramp from Perris Blvd Traffic Signal	25,000
Ironwood Ave / Davis St Traffic Signal	260,000
Nason St / Cactus Ave to Iris Ave	272,000
	$ 1,470,000

Fund 2903 (00203) Fire Facility Development Impact Fees

Fund Balance Designations:	
Future Fire Facility	$ 591,431
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
Debt Service – 2005 Lease Revenue Bonds Current Year	254,000
	$ 254,000

Fund 2904 (00204) Police Facility Development Impact Fee

Fund Balance Designations:	
Future Police Facility	$ (0)
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
Debt Service – 2005 Lease Revenue Bonds Current Year	12,888
	$ 12,888

Fund 2905 (00205) Parkland Facilities Development Impact Fee

Fund Balance Designations:	
Future Parkland Facility	$ 2,612,541
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
Community Park	320,000
	$ 320,000

Fund 2906 (00206) Quimby In-Lieu Park Fee

Fund Balance Designations:	
Future Parkland	$ 2,635,769
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
No Disbursements	-
	$ -

Fund 2907 (00207) Recreation Center Development Impact Fee

Fund Balance Designations:	
Future Recreation Center	$ -
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
Conference and Recreation Center	82,015
	$ 82,015

Fund 2908 (00208) Libraries Development Impact Fee

Fund Balance Designations:	
Future Libraries	$ 322,672
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
Interfund Loan to Capital Improvement Fund (see Resolution 2011-113)	(4,000,000)
	$ (4,000,000)

Fund 2909 (00209) City Hall Development Impact Fee

Fund Balance Designations:	
Future City Hall	$ 2,499,633
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
No Disbursements	-
	$ -

Fund 2910 (00210) Corporate Yard Development Impact Fee

Fund Balance Designations:	
Future Corporate Yard	$ 70,210
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
Interfund Loan to Capital Improvement Fund (see Resolution 2011-112)	(2,500,000)
	$ (2,500,000)

Fund 2911 (00211) Interchange Improvements

Fund Balance Designations:	
Future Interchange Improvements	$ 119,409
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
No Disbursements	-
	$ -

Fund 2912 (00212) Maintenance Equipment Development Impact Fee

Fund Balance Designations:	
Future Maintenance Equipment	$ 82,579
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
No Disbursements	-
	$ -

Fund 2913 (00213) Animal Shelter Development Impact Fee

Fund Balance Designations:	
Future Animal Shelter	$ -
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
Animal Shelter Land Acquisition	152
	$ 152

Fund 3001 (00413) Capital Improvement Fund

Fund Balance Designations:	
Future Animal Shelter	$ 38,487
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Fund Balance Designations	
Long Term Receivable - Koll-Oleander	38,487
	$ 38,487
Disbursements:	
No Disbursements	-
	$ -

APPROVALS	
BUDGET OFFICER	Caf
CITY ATTORNEY	RH
CITY MANAGER	MO

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, Public Works Director/City Engineer

AGENDA DATE: December 11, 2012

TITLE: NOTICE OF COMPLETION AND ACCEPTANCE OF THE MORRISON PARK FIRE STATION (FIRE STATION NO. 99), PROJECT NO. 803 0013 70 77 (FORMERLY 11-43472527)

RECOMMENDED ACTION

Recommendations:

1. Accept the work as complete for construction of the Morrison Park Fire Station (Fire Station 107), constructed by Silver Creek Industries, 195 East Morgan Street, Perris, CA 92571.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code.

3. Authorize the Financial and Administrative Services Director to release the retention to Silver Creek Industries thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project.

4. Accept the improvements into the City's maintained building system.

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Morrison Park Fire Station design concept was presented to and approved by the Public Safety Subcommittee at its meeting on February 8, 2010.

BACKGROUND

On September 13, 2011 the City Council awarded a construction contract in the amount of $3,628,688 to Silver Creek Industries, for the Morrison Park Fire Station. A purchase order for $4,354,426, inclusive of a 20% contingency, was issued to the Contractor. The project construction work began on October 14, 2011.

DISCUSSION

The Morrison Park Fire Station includes a 9,772 square foot two-bay fire station and a 576 square foot storage building. The project construction includes on-site and off-site utilities, storm drain connection, low maintenance landscaping, street improvement, a pre-emptive traffic signal at the main driveway, and striping.

The Contractor, Silver Creek Industries, completed the project at a total construction cost of $3,792,988.43 inclusive of Contract Change Order Nos. 1, 2, 3, 4, and 5. The final contract total cost did not exceed the approved purchase order amount of $4,354,426. The project was completed on schedule, within budget, and in accordance with the project's contract documents.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will result in payment to the contractor and acceptance of the improvements into the City's maintained building system.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will result in delaying payment to the contractor, delaying acceptance of the improvements into the City's maintained building system, and incurring extra cost to the City.*

FISCAL IMPACT

The project is included in Fiscal Year 2011-12 Capital Improvement Plan. It is funded by Successor Agency 2007 Tax Allocation Bonds (Fund 4821). There is no impact to the General Fund.

BUDGETED CONSTRUCTION FUNDS:

Successor Agency 2007 Tax Allocation Bonds (Account 4821-70-77-80003) (Project No 803 0013 70 77-4821)	$5,400,000
Total Construction Budget	**$5,400,000**

PROJECT CONSTRUCTION COSTS:

Architectural Construction Services	$387,000
Construction (Includes Change Orders)	$3,792,988
Building Furnishings/Inventory	$220,000
Communication/Telephone	$60,000

Construction Management and Inspection*	$200,000
Project Administration	$50,000
Miscellaneous Costs (utility connections, RC IT)	$82,000
Total Project Construction Costs	**$4,791,988**

** Includes Project Management and City staff support.*

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

Silvercreek Industries has completed the Morrison Park Fire Station. The City Council is requested to accept the work as complete, direct the City Clerk to record the Notice of Completion, authorize the release of retention to Silver Creek Industries, and accept the improvements into the City's maintained building system.

ATTACHMENT

Attachment 1: Location Map

Prepared By:
Henry Ngo
Senior Engineer

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Concurred By:
Abdul Ahmad
Fire Chief

Concurred By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

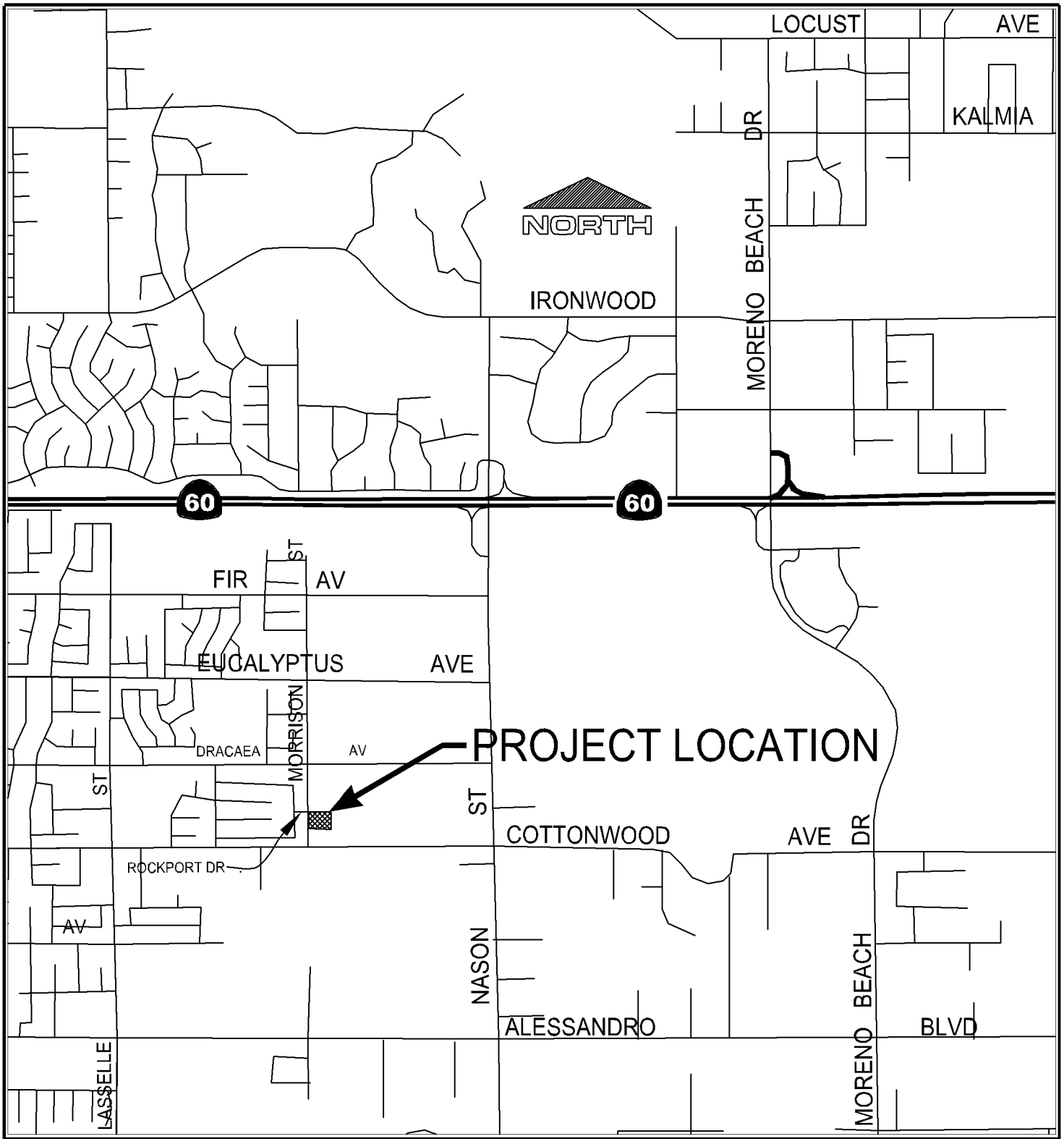

LOCATION MAP

Public WorksDepartment
Capital Projects Division

Scale: None

Attachment 1

Morrison Park Fire Station

MV00186857

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RLH
CITY MANAGER	MO

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: December 11, 2012

TITLE: PA04-0104, TM 32625 - ACCEPT TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) REIMBURSEMENT AGREEMENT #T06-002. MERITAGE HOMES OF CALIFORNIA, INC. CORONA, CA 92879

RECOMMENDED ACTION

Recommendations:

1. Accept the Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreement for PA04-0104, TM 32625 for qualifying public improvements on Redlands Boulevard.

2. Authorize the Mayor to execute the Agreement.

3. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.

BACKGROUND

The Transportation Uniform Mitigation Fee (TUMF) Program applies to those jurisdictions in Western Riverside County that have adopted and are implementing the TUMF Program Ordinance. The TUMF Program has been developed pursuant to and consistent with authority provided in the requirements of California Government Code, Chapter 5, Section 66000-66008, "Fees for Development Projects" (also known as California Assembly Bill 1600 [AB1600] or the Mitigation Fee Act) which governs the assessment of development impact fees in California. Pursuant to the City of Moreno Valley Municipal Code 3.44.070, the Western Riverside Council of Governments

(WRCOG) has been appointed the Administrator of the Transportation Uniform Mitigation Fee Program.

Developers are required to pay TUMF to the City for projects that impact designated arterial streets. The TUMF Program funds may only be used for capital expenditures associated with the Regional System of Highways and Arterials (RSHA) and for capital expenditures for transit system improvements consistent with the TUMF Nexus Study. The TUMF Reimbursement Agreement will allow the developer to be reimbursed for planning, environmental review, engineering and design costs, right-of-way acquisition, and administrative costs associated with RSHA roads that have been identified in the Nexus Study. The developer's reimbursement is the lower of the TUMF Nexus Study amount or Verified Actual Construction Cost.

DISCUSSION

On April 14, 2005, the Planning Commission of the City of Moreno Valley approved PA04-0104, a planning application for Tentative Tract Map 32625, a twenty-lot subdivision on 7 acres.

On November 28, 2006, the City Council of the City of Moreno Valley approved final Tract Map 32625 along with a public improvement agreement and related securities for public improvements.

The developer has completed all of the required public improvements in accordance with the public improvement agreement. The public improvements on Redlands Boulevard covered under the TUMF Reimbursement Agreement include expenditures for the planning, environmental review, engineering and design costs, right-of-way acquisition, and administrative costs. The developer did not receive a TUMF Credit at the time TUMF fees were paid and is now seeking reimbursement. WRCOG has agreed to allow a TUMF reimbursement for this project, although a TUMF Improvement Credit Agreement was not previously executed. This is the one and only time WRCOG will allow TUMF reimbursement without a previously approved TUMF Improvement Credit Agreement. A TUMF Reimbursement Agreement was drafted and reviewed by WRCOG staff in order to facilitate the TUMF reimbursement.

The amount of TUMF reimbursement is the lower of actual construction costs and the TUMF Nexus Study costs. For this project, the actual construction costs which were verified by City staff were lower than the TUMF Nexus Study costs. The TUMF reimbursement amount is $228,573.

ALTERNATIVES

1. Accept the Transportation Uniform Mitigation Fee Reimbursement Agreement for PA04-0104, TM 32625. Authorize the Mayor to execute the Agreement in the form attached hereto. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.

2. Do not accept the Transportation Uniform Mitigation Fee Reimbursement Agreement for PA04-0104, TM 32625. Do not authorize the Mayor to execute the Agreement in the form attached hereto. Do not direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.

FISCAL IMPACT

No fiscal impact is anticipated.

NOTIFICATION

Publication of the agenda

ATTACHMENTS

Attachment 1 – TUMF Reimbursement Agreement

Prepared By
Clement Jimenez
Senior Engineer, P.E.

Department Head Approval
Barry Foster
Community & Economic Development Director

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

REIMBURSEMENT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

NUMBER T06-002

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into this ___ day of _____, 20___, by and between the City of Moreno Valley, a California municipal corporation ("City"), and **Meritage Homes of California, Inc., a California corporation**, with its principal place of business at **1250 Corona Pointe Court, Suite 210, Corona, CA 92879** ("Developer"). City and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, Developer paid to the City the TUMF Obligation pursuant to City's Conditions of Approval for **PA04-0104 (Tentative Tract Map No. 32625)** as well as City Resolution No. 2010-01 in accordance with City Ordinance No. 807 and City Ordinance No. 835 **one hundred ninety three thousand eight hundred sixty (**$193,860**)** ("TUMF Obligation") and receive no credit to offset the TUMF Obligation;

WHEREAS, City and WRCOG have consented to execute a reimbursement agreement with Developer pursuant to City Resolution No. 2010-01 in accordance with City Ordinance No. 807 and City Ordinance No. 835, and the TUMF Administrative Plan adopted by WRCOG.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Amount of Reimbursement. Subject to the terms, conditions, and limitations set forth in this Agreement, the Parties hereby agree that Developer is entitled to receive reimbursement pursuant to City Resolution No. 2010-01 in accordance with City Ordinance No. 807 and City Ordinance No. 835, and the TUMF Administrative Plan adopted by WRCOG ("Reimbursement"). The Reimbursement shall be subject to verification by WRCOG. City and Developer shall provide any and all documentation reasonably necessary for WRCOG to verify the amount of the Reimbursement. The Reimbursement shall be in an amount not exceeding **two hundred twenty eight thousand five hundred seventy three dollars ($228,573)** ("Reimbursement Amount"). **TUMF Credit was not issued for this project. Therefore, the Reimbursement Amount includes the TUMF Credit the developer would have received plus the verified actual construction costs over the TUMF Obligation. The Reimbursement Amount does not exceed the TUMF Nexus Study Costs. The Reimbursement is for TM 32625 Redlands Boulevard Street**

Improvements. WRCOG shall pay the Reimbursement Amount to City and the City shall be responsible for transmitting the Reimbursement Agreement to the Developer.

3.0 Payment of Reimbursement; Funding Contingency. The payment of the Reimbursement Agreement shall be subject to the following conditions:

3.1 Developer shall have no right to receive payment of the Reimbursement unless and until (i) the TUMF Improvements are completed and accepted by City, (ii) the TUMF Improvements are scheduled for funding pursuant to the five-year Transportation Improvement Program adopted annually by WRCOG, (iii) WRCOG has funds available and appropriated for payment of the Reimbursement amount.

3.2 Developer shall not be entitled to any interest or other cost adjustment for any delay between the time when the dollar amount of the Reimbursement is determined and the time when payment of the Reimbursement is made to Developer by WRCOG through City/County.

[SIGNATURES OF PARTIES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DEVELOPER:
Meritage Homes of California, Inc.

By: _____

Its: Division President

ATTEST:
By: _____

Its: _____

City of Moreno Valley
By: _____

Its: _____

ATTEST:
By: _____

Its: _____

APPROVED AS TO FORM:
CITY ATTORNEY

Date: _____

By: _____
City Attorney

ACKNOWLEDGMENT

(In accordance with Section 1189 of the California Civil Code)

State of California

County of Riverside} *ss.*

On September 21, 2012 before me, Katherine L Chavez, Notary Public, personally appeared Kevin Kimball, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signatures on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

NNA1 KATHERINE L. CHAVEZ
Commission # 1837848
Notary Public - California
Orange County
My Comm. Expires Feb 22, 2013 NNA1

Signature Katherine L Chavez (seal)

Katherine L Chavez, Notary Public # 1837848
(My Commission Expires Feb 22, 2013)

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RH
CITY MANAGER	MO

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: December 11, 2012

TITLE: APPROVE RESOLUTION 2012-98 DIRECTING MORENO VALLEY UTILITY TO USE THE ALLOWANCE REVENUE FROM THE CALIFORNIA CAP-AND-TRADE PROGRAM AUCTION SOLELY TO BENEFIT ITS RETAIL ELECTRICITY CUSTOMERS

RECOMMENDED ACTION

Recommendation:

1. Approve Resolution No. 2012-98 directing Moreno Valley Utility to use the allowance revenue from the California Cap-and-Trade Program auction solely to benefit its retail electricity customers.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable

BACKGROUND

Assembly Bill 32 (AB32), known as the Global Warming Solutions Act, was signed by the Governor in 2006 and calls for a reduction in the emissions that contribute to global warming to 1990 levels by the year 2020. This means a reduction in greenhouse gas emissions of about 15% from current levels. The California Air Resources Board (CARB) is the agency responsible for developing and implementing the programs to meet this target.

The Climate Change Scoping Plan was approved by CARB in December 2008, and is essentially the blueprint of how the state will meet the goals as defined in AB 32. The key strategies in the Scoping Plan include the following:

- Cap-and-Trade Program
- Pavley Standards – reduces 30% of vehicle greenhouse gas emissions by 2016
- Low Carbon Fuel Standard – decreases carbon intensive vehicle fuels 10% by 2020
- SB 375 – changes the way cities are planned, developed, and built through better land-use planning
- Renewable Portfolio Standard – 33% renewable energy by 2020
    - Million Solar Roofs Program
    - Increase use of solar hot water heating
- Energy efficiency
    - Improve appliance efficiency standards
    - Green buildings
    - Water efficiency
- Audit of the largest industrial sources to identify greenhouse gas reduction opportunities
- Regulations on refinery flaring and fugitive emissions
- Capture refrigerants and other high global warming potential gases already in use
- Reduce future impact through leak-resistant equipment
- Encourage more efficient agricultural equipment, fuel use and water use
- Reduce emissions from manure digesters at dairies
- Reduce methane emissions from landfills
- Move toward high recycling and zero waste

DISCUSSION

As discussed in the AB 32 update provided on September 25, 2012, Moreno Valley Utility (MVU) was allocated a number of allowances by CARB to be sold in the Cap-and-Trade auctions that will occur quarterly each year, beginning on November 14, 2012. However, because MVU does not generate electricity, nor import any electricity, MVU does not have a compliance obligation, meaning MVU is not required to surrender any allowances to CARB. As a result, MVU will not have to purchase any allowances at auction, and will be able to use the revenues received from the sale of the allowances to benefit ratepayers.

The allowance revenue can be used to fund implementation of programs that are consistent with the goal of AB32 (reduction in greenhouse gases) and that will benefit the utility's ratepayers. Examples include the purchase of renewable energy to help meet the utility's Renewable Portfolio Standard, direct rebates to MVU customers, and the implementation of additional energy efficiency programs for MVU customers.

Staff is recommending that the proceeds from the sale of the allowances in the auctions be used to purchase renewable energy. Under Senate Bill 2 (1X), MVU is required to purchase enough renewable energy to equal 33% of retail sales by December 31, 2020. The use of allowance revenue will help MVU to meet its renewable energy requirement

with minimal rate impacts while promoting the State's goal of reducing greenhouse gas emissions.

ALTERNATIVES

1. Approve the proposed Resolution directing Moreno Valley Utility to use the allowance revenue from the California Cap-and-Trade Program auction to solely benefit its retail electricity customers.

2. Do not approve the proposed Resolution directing Moreno Valley Utility to use the allowance revenue to solely benefit is retail electricity customers. *The City could be considered non-compliant and could potentially face penalties.*

FISCAL IMPACT

MVU has been allocated a total of 312,567 allowances through 2020. It is anticipated that MVU will receive approximately $400,000 per year through 2020 for a total of $3,577,084 to be used for the purchase of renewable energy.

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:

The diversified portfolio of the City's power supply resources will foster a positive environment and potentially help contribute to the State's reliance on fossil-fueled generation.

NOTIFICATION

Posting of Agenda.

ATTACHMENTS

Attachment 1 – Proposed Resolution

Prepared By:
Jeannette Olko
Electric Utility Division Manager

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2012-98

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DIRECTING MORENO VALLEY UTILITY TO USE THE ALLOWANCE REVENUE FROM THE CALIFORNIA CAP-AND-TRADE PROGRAM AUCTION SOLELY TO BENEFIT ITS RETAIL ELECTRICITY CUSTOMERS

WHEREAS, the California Air Resources Board ("ARB") implemented the California Cap-and-Trade Program in which an Allowance is a limited tradable authorization to emit up to one metric ton of greenhouse gases; and

WHEREAS, Moreno Valley Electric Utility ("MVU") is an Electric Distribution Utility as defined in ARB's regulations, and shall receive a direct allocation of Allowances for each vintage year from 2013 until 2020 in an amount that is prescribed in the ARB regulations; and

WHEREAS, MVU is required to consign these Allowances to ARB's Allowance auction for the respective vintage; and

WHEREAS, MVU shall receive the revenue when its Allowances are sold in the auction; and

WHEREAS, subject to any limitations imposed by the City Council, MVU is required to use the Allowance revenue solely to benefit its retail electricity customers in a manner consistent with the Global Warming Solutions Act of 2006 ("AB 32"); and

WHEREAS, Senate Bill 2 (1X) established the California Renewable Portfolio Standard which requires MVU, subject to certain exemptions, to implement minimum targets for procuring eligible renewable resources as a percentage of total kWh sold to MVU's retail electricity customers; and

WHEREAS, the ARB Scoping Plan provides policy guidance for the implementation of AB 32 by local governments, among other things, by increasing the amount of eligible renewable resources procured by a municipal utility to serve its retail electricity customers; and

WHEREAS, the Electric Utility Division Manager is authorized to do all things necessary and proper for operating MVU.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. MVU shall establish an Allowance Revenue Account for the

purpose of holding, tracking, and disbursing all revenues received by MVU from the sale of its Allowances in the California Cap-and-Trade Program auction.

Section 2. The Electric Utility Division Manager, or her/his designee, is directed to use the Allowance revenue to procure eligible renewable resources to serve MVU's retail electricity customers.

Section 3. The Electric Utility Division Manager, or her/his designee is directed to establish a program to ensure that funds from the Allowance Revenue Account benefit the MVU retail electricity customers, and to communicate this program to all MVU retail electricity customers.

Section 4. The City Clerk shall certify to the adoption of this Resolution.

Section 5. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 11th day of December, 2012.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00186869

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-98 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of December, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

MV00186870

APPROVALS	
BUDGET OFFICER	Caf
CITY ATTORNEY	RHH
CITY MANAGER	MO

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: December 11, 2012

TITLE: AUTHORIZATION TO ISSUE PURCHASE ORDER TO SOUTHERN CALIFORNIA EDISON (SCE) FOR ENGINEERING OF THE SCE RULE 20B UNDERGROUNDING FOR THE NASON STREET FROM CACTUS AVENUE TO FIR AVENUE IMPROVEMENT PROJECT
PROJECT NO. 801 0001 70 77

RECOMMENDED ACTION

Recommendations:

1. Authorize the issuance of a Purchase Order to SCE in the amount of $144,000 ($120,000 plus 20% contingency) from Account No. 2000-70-77-80001.

2. Authorize a deposit payment to SCE in an amount up to $144,000 for the engineering of the proposed Rule 20B Undergrounding of SCE facilities for the Nason Street from Cactus Avenue to Fir Avenue Improvements.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

On July 26, 2011, the City Council authorized the addition of the Nason Street from Cactus Avenue to Fir Avenue Improvement Project to the FY 2011-12 Capital Improvement Plan (CIP) and the appropriation of up to $15 million in California Communities Gas Tax Revenue Certificates of Participation (COPS), Series 2011B (TRIP – Total Road Improvement Program) monies for the project. At this same

meeting, the City Council adopted Resolution No. 2011-81 approving the sale, execution, and delivery of not more than $20 million in principal amount of COPS monies. These improvements are integral elements of the Economic Development Action Plan focused on building a central medical corridor to facilitate and attract development and create jobs for Moreno Valley residents.

On February 28, 2012, City Council approved staff's recommendation to schedule a public hearing for March 27, 2012 to consider establishing an underground utility district along Nason Street from Cactus Avenue to Fir Avenue. At the March 27, 2012 City Council meeting, a public hearing was conducted and a proposed ordinance for the establishment of an underground utility district was introduced. A second reading of the proposed ordinance was conducted at the City Council meeting on April 10, 2012. No comments were received, verbally at the public hearing or submitted in writing to the City within the specified timeframe; therefore, City Council adopted Ordinance No. 841 at its April 10, 2012 meeting, thereby establishing the underground utility district.

City Council adopted a Mitigated Negative Declaration (MND) for the project at its meeting on November 27, 2012. As stated in the MND, the mitigation measures included in the Initial Study and ultimately incorporated into the project construction specifications will reduce all potential environmental impacts of the improvements.

DISCUSSION

The Nason Street Improvement Project proposes to construct improvements along Nason Street from Cactus Avenue to Fir Avenue for a 4-Lane Divided Arterial, Augmented Parkway with 120 foot right of way and 86 foot roadway width. The improvements will include curb and gutter, sidewalk, street lights, drainage facilities, and undergrounding of overhead utilities. Traffic signal improvements will be constructed at Fir Avenue, Eucalyptus Avenue, Dracaea Avenue, Cottonwood Avenue, and Alessandro Boulevard. A new traffic signal at Medical Center will also be completed. A 24" EMWD water line, on Nason Street from Dracaea Avenue to Cottonwood Avenue and on Cottonwood Avenue from Nason Street to 1,300 feet to the west, may be incorporated into the project. At intersections, including Fir Avenue, Dracaea Avenue, Cottonwood Avenue, and Alessandro Boulevard, there will be improvements from approximately 200 to 600 feet on each side of Nason Street.

Staff is working with SCE as they begin their design process to underground the overhead facilities. Based on SCE's preliminary estimates, the cost to underground Nason Street from Cactus Avenue to Cottonwood Avenue and from Eucalyptus Avenue to Fir Avenue is estimated to be $3.15 million, which will be funded by a combination of Rule 20A (SCE-paid) and Rule 20B (City-paid) funds. All utilities on Nason Street from Cottonwood Avenue to Eucalyptus Avenue are already undergrounded. SCE is anticipated to contribute approximately $850,000 under Rule 20A toward the undergrounding. Staff anticipates that any segment not funded by Rule 20A will be funded based upon SCE's Rule 20B. The SCE Rule 20B cost to the City is estimated to be approximately $2.3 million and is included as part of the overall $15 million project budget.

The requested purchase order and payment amount are for the initial engineering deposit required plus 20% contingency. This deposit will allow SCE to proceed with engineering and development of cost estimates for the Rule 20B undergrounding of SCE's distribution facilities. If the project is cancelled, SCE will deduct from the engineering deposit any expenses incurred prior to issuing any refund. If the project continues through completion, the engineering deposit will be applied to the total cost of the engineering and cost estimate development. Staff is working with SCE to complete their work in time to attain the overall project schedule completion date of January 2017.

ALTERNATIVES

1. By motion authorize the recommended actions as presented in this staff report. *This action will allow the engineering of the SCE Rule 20B undergrounding to begin and will keep the project on schedule.*

2. Do not authorize the recommended actions as presented in this staff report. *This action will delay the engineering of the SCE Rule 20B undergrounding and ultimately will delay the construction of this essential project.*

FISCAL IMPACT

The City of Moreno Valley will fund the design and construction of the project with the proceeds from the California Communities Gas Tax Revenue Certificates of Participation (COPS), Series 2011B (TRIP – Total Road Improvement Program) in the amount of $15 Million (overall project budget). There is no fiscal impact to the City's General Fund.

A portion of the overall segment (Nason Street from Alessandro Boulevard to Fir Avenue) is eligible for approximately $10 million of Transportation Uniform Mitigation Fee (TUMF) reimbursement. The City can seek reimbursement of TUMF funds in the future as funds become available.

BUDGETED FUNDS FOR DESIGN AND CONSTRUCTION:
Fiscal Year 2012/2013 Budget
(Account No. 2000-70-77-80001 / Project No. 801 0001 70 77) $14,600,000

ESTIMATED PROJECT COSTS:

Remaining Preliminary Engineering and Environmental Costs	$150,000
Design and Design Management Costs	$700,000
Right of Way	$1,450,000
Utility Relocation Costs (including SCE Engineering Deposit)*	$2,300,000
Construction and Construction Management Costs	$10,000,000
Total Estimated Project Costs	$14,600,000

*An additional $850,000 of separate SCE Rule 20A funds is also estimated for Utility Relocation

ANTICIPATED PROJECT SCHEDULE

Preliminary Engineering and Environmental Clearance Complete.....December 2012
PS&E Complete .....June 2013
Right of Way Acquisition and Utility Relocation Work Complete .....June 2015
Advertise and Award of Construction .....October 2015
Complete Construction.....January 2017

CITY COUNCIL GOALS

Upon approval of the recommended action contained in this staff report the following City Council Goals would be furthered:

PUBLIC SAFETY:

Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:

Create a positive environment for the development of Moreno Valley's future.

SUMMARY

This action authorizes the issuance of a Purchase Order in the amount of $144,000 to SCE for the engineering and development of cost estimates for the Rule 20B Undergrounding of SCE's distribution facilities for the Nason Street from Cactus Avenue to Fir Avenue Improvement Project.

NOTIFICATION

All utilities, adjacent property owners, business owners, law enforcement, fire department, and other emergency services responders in the area have been notified of the proposed construction.

ATTACHMENTS

Attachment 1 – Location Map

Prepared By:
Lorenz R. Gonzales
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

ATTACHMENT 1

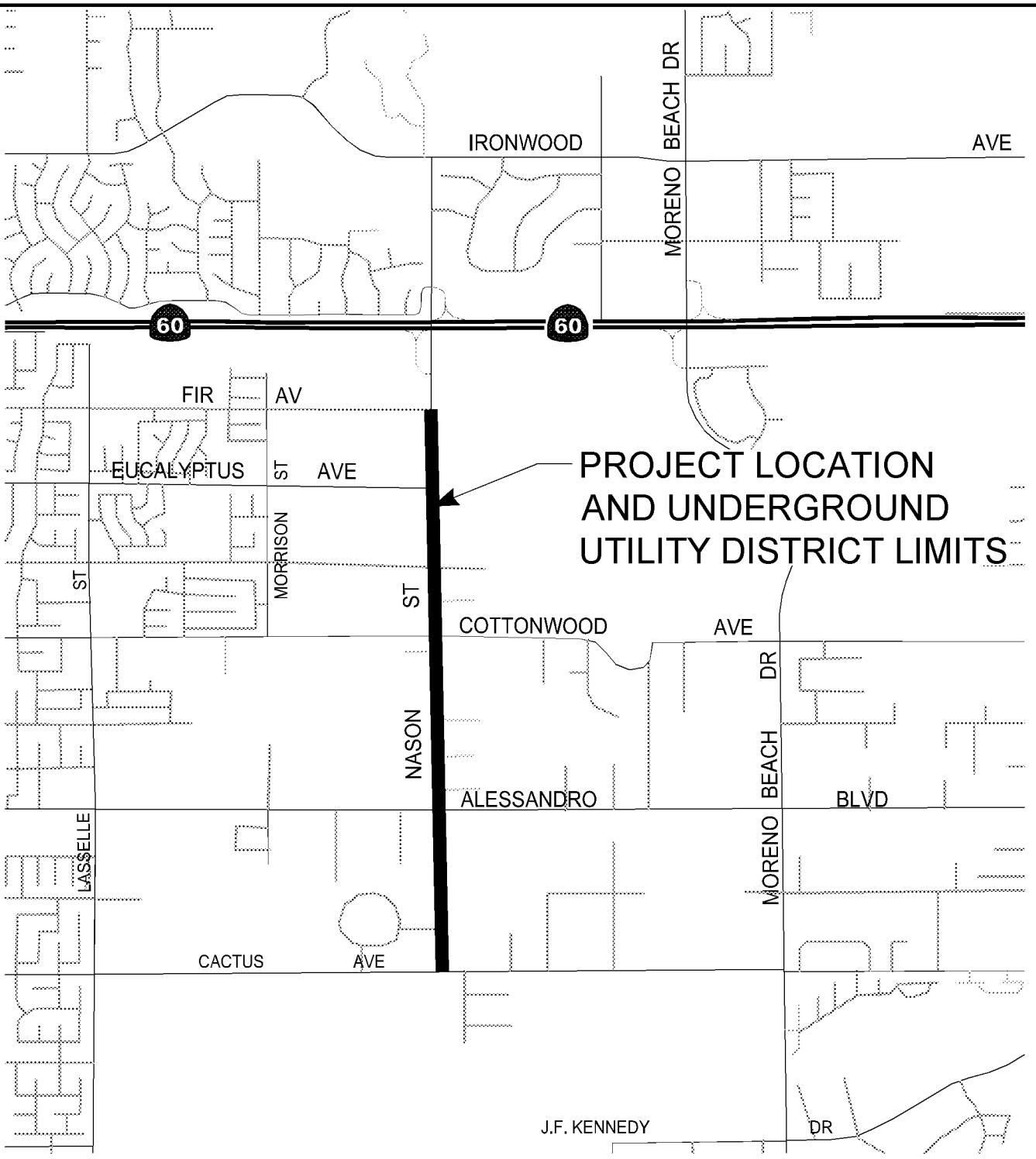

LOCATION MAP

Public Works Department
Capital Projects Division

Scale: None

NASON STREET FROM CACTUS AVENUE
TO FIR AVENUE STREET IMPROVEMENT PROJECT
PROJECT NUMBER 801 6001 70 77

Date: 19 Nov 12 - 11:55 am
File: W:\CapProj\CapProj\PROJECTS\Larry - 15-12185820 - Nason from Cactus to Fir\Design Phase\Auto CAD\Location_Map\20121119 Location_Map.dwg
User: jsehf

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RLH
CITY MANAGER	MO

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: December 11, 2012

TITLE: APPROVE RESOLUTION 2012-99 ADOPTING A RESOURCE ADEQUACY PROGRAM FOR MORENO VALLEY UTILITY

RECOMMENDED ACTION

Recommendation:

1. Approve Resolution No. 2012-99 adopting a Resource Adequacy Program for Moreno Valley Utility.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

The California Independent System Operator ("CAISO") is the agency responsible for the reliable operation of the transmission system under its control. Requiring that electric utilities, also known as load-serving entities, procure sufficient capacity and energy to serve their customers is necessary to ensure reliable operation of the transmission system. The CAISO's Reliability Requirement Tariff, initially established in 2006, requires load-serving entities to maintain a reserve margin above their monthly forecasted peak, and the submittal of monthly and annual Resource Adequacy Plans to the CAISO that identify resources that will satisfy the requirements of the tariff.

DISCUSSION

The current Reliability Requirement Tariff requires the preparation of an annual Resource Adequacy Plan that is approved by City Council by September 1 of each year. The approved plan must be submitted to the CAISO by September 30 of each

year. The annual Resource Adequacy Plan must be consistent with the annual Demand Forecast that is submitted to the California Energy Commission. The Tariff also requires the procurement of capacity and/or energy to meet a reserve margin of 15% above the forecasted monthly peak demand. To minimize costs and potential rate impacts, staff is recommending a phased-in approach over five years to reach the required 15% reserve margin.

ALTERNATIVES

1. Approve proposed Resolution adopting a Resource Adequacy Program for Moreno Valley Utility.

2. Do not approve proposed Resolution adopting a Resource Adequacy Program for Moreno Valley Utility. *The City could be considered non-compliant and potentially face higher costs as the CAISO has the authority to procure the necessary resources for the City and charge those costs to the City.*

FISCAL IMPACT

At this time, there is no cost associated with adopting the Resource Adequacy Program. The fiscal impact related to the Resource Adequacy Program will be identified as the Resource Adequacy Plan is developed and brought before the Council for approval.

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:

The diversified portfolio of the City's power supply resources will foster a positive environment and continue to provide reliable power supply to the community.

NOTIFICATION

Posting of agenda.

ATTACHMENTS

Attachment 1 – Proposed Resolution

Attachment 2 – Resource Adequacy Program.

Prepared By:
Jeannette Olko
Electric Utility Division Manager

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2012-99

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING A RESOURCE ADEQUACY PROGRAM FOR MORENO VALLEY UTILITY

WHEREAS, the City of Moreno Valley is authorized under various provisions of the California Constitution and the general laws of California (including, specifically, Article XI, Section 9(a) of the California Constitution, Public Utilities Code section 10004, and Government Code section 39732(a)) to establish, purchase, and operate a public utility to furnish its inhabitants with, among other things, electricity; and

WHEREAS, the City of Moreno Valley operates a municipal electric utility ("City"); and

WHEREAS, as a municipal electric utility, the City is generally subject to the legislative and regulatory requirements applicable to local publicly owned electric utilities ("POUs"); and

WHEREAS, the California Independent System Operator ("CAISO") is charged under both California law and by FERC with the responsibility for the reliable operation of the transmission system under its Operational Control, and resource adequacy is a necessary element of reliable grid operations; and

WHEREAS, the CAISO's Reliability Requirements Tariff requires that Load Serving Entities maintain a reserve margin which is the amount of capacity over and above the predicted Demand that is necessary to provide adequate Operating Reserve and is consistent with general Good Utility Practice and ensures that resources are available when and where they are needed; and

WHEREAS, Moreno Valley Utility is considered to be a Load Serving Entity under the CAISO's Tariffs and must comply with the provisions set forth in the Tariff; and

WHEREAS, the City desires to implement a Resource Adequacy Program for Moreno Valley Utility that will comply with the requirements of the Reliability Requirements Tariff.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

That the City of Moreno Valley Resource Adequacy Program set forth in Attachment 2 is hereby approved and shall become effective pursuant to the terms contained therein.

APPROVED AND ADOPTED this 11th day of December, 2012.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00186881

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-99 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of December, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

MV00186882

RESOURCE ADEQUACY PROGRAM

CITY OF MORENO VALLEY

This Resource Adequacy (RA) Program shall apply to the City of Moreno Valley, operating through its municipal electric utility (City).

1. RESOURCE ADEQUACY PLANS

Moreno Valley Electric Utility (MVU) shall be responsible for developing RA Plans to guide the procurement of capacity resources adequate to serve the requirements of the City's customers consistent with Good Utility Practice and applicable reliability requirements. The RA Plans shall identify resources, including Local Capacity Area Resources as defined by the California Independent System Operator Corporation (CAISO), that MVU will rely upon to satisfy the requirements set forth below.

1.1 Annual Resource Adequacy Plan: MVU shall prepare an annual RA Plan each year for the following year. The Annual Resource Adequacy Plan shall identify capacity resources owned or contracted for by the City sufficient to meet 90% of the following target Reserve Margins:

RA Compliance Year	Reserve Margin
2013	23% of forecast monthly peak loads[1]
2014	46% of forecast monthly peak loads
2015	69% of forecast monthly peak loads
2016	92% of forecast monthly peak loads
2017 and subsequent years	115% of forecast monthly peak loads

The annual RA Plan shall set forth the Local Capacity Area Resources, if any, procured by MVU. MVU shall present the annual RA Plan to the City Council by September 1 of each year and shall send the approved plan to the CAISO by September 30 of each

[1] The monthly peak load shall be derived based upon the Demand Forecast described in Section 2 below.

year or as otherwise required by the CAISO Tariff and/or applicable CAISO Business Practice Manuals.

1.2 Monthly Resource Adequacy Plan: MVU shall prepare a monthly RA Plan by no later than the last business day of the second month prior to the month covered by the Plan (*e.g.*, by February 28 for the month of April) or such earlier time as may be required by the CAISO Tariff and/or applicable CAISO Business Practice Manuals. The monthly RA Plan shall identify capacity resources owned or contracted for by the City sufficient to meet the following Reserve Margins:

RA Compliance Year	Reserve Margin
2013	23% of forecast monthly peak loads
2014	46% of forecast monthly peak loads
2015	69% of forecast monthly peak loads
2016	92% of forecast monthly peak loads
2017 and subsequent years	115% of forecast monthly peak loads

The monthly RA Plan shall identify all resources, including Local Capacity Area Resources that MVU will rely upon to satisfy the applicable month's peak hour Demand of MVU as determined by the Demand Forecasts developed in accordance with Section 2 below and the applicable Reserve Margin. MVU shall provide each Monthly Resource Adequacy Plan to the CAISO in the format and to the extent required by the CAISO Tariff and/or applicable CAISO Business Practice Manuals.

2. DEMAND FORECASTS

MVU shall be responsible for developing and providing to the California Energy Commission or the CAISO, as applicable, information necessary to develop Demand Forecasts, consistent with Good Utility Practice and applicable reliability requirements.

3. CRITERIA FOR QUALIFYING CAPACITY

3.1 Qualifying Capacity Criteria: MVU shall utilize the criteria established by the California Public Utilities Commission (CPUC) to determine and verify the Qualifying Capacity of all RA Resources. MVU shall apply these criteria to any contract to supply MVU with RA capacity.

3.2 General Qualifications for Supplying Net Qualifying Capacity: RA Resources included in MVU's RA Plans must satisfy the general requirements set forth in Section 40.4.3 of the CAISO Tariff, as may be amended from time to time, and/or applicable CAISO Business Practice Manuals.

4. AVAILABILITY OF RESOURCE ADEQUACY RESOURCES TO THE CAISO

The RA Capacity identified in MVU's monthly RA Plan shall be made available to the CAISO on a Day-Ahead basis as described in the CAISO Tariff and/or applicable Business Practice Manuals. To the extent that RA Resources have received an Integrated Forward Market Schedule for Energy or Ancillary Services or a Real-Time Unit Commitment Schedule, such scheduled RA Capacity must remain available to the CAISO through Real-Time for Trading Hours for which the schedule was received in accordance with the CAISO Tariff and/or applicable CAISO Business Practice Manuals.

5. ENFORCEMENT

MVU must report promptly to the City Council and the CAISO, to the extent required by the CAISO Tariff, any failure to comply with the requirements of this program. Such report must identify clearly the incident or incidents of non-compliance, describe in detail the actions MVU will take to re-establish full compliance with this program, and set forth a timeline for such actions.

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RLH
CITY MANAGER	MO

Report to City Council

TO: Mayor and City Council acting in their capacity as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: December 11, 2012

TITLE: RESOLUTIONS OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE AMENDED SECOND AND THIRD RECOGNIZED OBLIGATION PAYMENT SCHEDULES FOR THE PERIODS OF JULY 1, 2012 TO DECEMBER 31, 2012 AND JANUARY 1, 2013 TO JUNE 30, 2013 RESPECTIVELY

RECOMMENDED ACTION

Recommendations: That the City Council as Successor Agency:

1. Adopt Resolution No. SA 2012-100 approving an amended Second Recognized Obligation Payment Schedule ("ROPS 2"), for the periods of July 1, 2012 to December 31, 2012.

2. Adopt Resolution No. SA 2012-101 approving an amended Third Recognized Obligation Payment Schedule ("ROPS 3"), for the periods of January 1, 2013 to June 30, 2013.

3. Authorize the Executive Director or his designee to make modifications to the Schedule.

4. Authorize the transmittal of the amended ROPS 2 and ROPS 3 to the Oversight Board for review and approval acknowledging that the Department of Finance has stated they are not accepting amended ROPS 2 and 3.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

ABX1 26 requires the Successor Agency to approve a Recognized Obligation Payment Schedule ("ROPS") for each six-month period. The required content of the ROPS, set forth in Health and Safety Code Section 34177(l)(1), details all of the Agency's legally binding and enforceable obligations, anticipated payments, and sources of payments. Recognized obligations include bonds, loans, judgments, settlements, any legally binding and enforceable agreements or contracts, and contracts and agreements for agency administration or operation

AB 1484 further clarifies certain matters associated with the dissolution of RDAs and addresses substantive issues related to administrative processes, affordable housing activities, and repayment of loans from communities, use of existing bond proceeds, and the disposition or retention of former RDA assets.

The City of Moreno Valley is the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley (RDA) pursuant to Part 1.85 of Division 24 of the Health and Safety Code. As Successor Agency, the City is responsible for winding down the affairs of the redevelopment agency including disposing of its assets; making payments and performing other obligations due for Enforceable Obligations of the former RDA. In order to facilitate the process, on February 28, 2012, the City Council adopted Resolution No. 2012-13 approving a Recognized Obligation Payment Schedule for the period of January 1, 2012 through June 30, 2012, and on April 10, 2012, adopted Resolution No. 2012-22, approving a Second Recognized Obligation Payment Schedule (Original "ROPS 2') for the period of July 1, 2012 through December 31, 2012. Most recently, on August 28, 2012, the City Council adopted Resolution No. 2012-71 approving a Third Recognized Obligation Payment Schedule (Original "ROPS 3") for the period of January 1, 2013 through June 30, 2013.

DISCUSSION

In connection with its activities pursuant to ABx1 26, the Successor Agency staff prepared and is submitting for consideration and approval, the amended ROPS 2 and amended ROPS 3.

Both ABX1 26 and AB 1484 require that all legally binding and enforceable obligations, anticipated payments, sources of payments, and to whom the payments will be made are listed on the ROPS for the stated period. If the obligations are not listed on the ROPS, they do not qualify as enforceable obligations.

In the course of interactions between the Successor Agency and the Department of Finance, there is an ongoing dialog concerning the expenditure of proceeds of tax allocation bonds issued in 2007 by the former Redevelopment Agency (the "Bonds"). In order to facilitate the expenditure of the proceeds of the Bonds, and to recognize legally

binding contracts, the Successor Agency staff has determined that individual contracts for particular contractors, for whom contracts were awarded, should be added to the Original ROPS 2 (as amended, "ROPS 2") and to the Original ROPS 3 (as amended, "ROPS 3"). The individual contracts for particular contractors relate to the provision of public improvements the financing of which was contemplated by and provided for by the Bonds and the instruments approved at the time of issuance of the Bonds, including without limitation the indenture of trust and official statement prepared in connection therewith.

Once approved, both ROPS 2 and ROPS 3 will be submitted to the Oversight Board for review and approval. Upon approval by the Oversight Board, a copy of the approved ROPS will be transmitted to the County-Auditor Controller, the State Controller's Office, the Department of Finance, and posted to the City's website. The Department of Finance has stated they will no longer accept amendments for ROPS 2 and 3. Staff believes there is no other option than amending the ROPS and attempting to submit to the Department of Finance.

ALTERNATIVES

1. Adopt the attached proposed resolutions, which approve amended ROPS 2 and ROPS 3 for the periods of July 1, 2012 to December 31, 2012, and January 1, 2013 to June 30, 2013 respectively, and authorizing the transmittal of said Schedules to the Oversight Board for review and approval. *Staff recommends this alternative because it allows the City serving as the Successor Agency to make required debt service payments in accordance with the State legislation.*

2. Decline to adopt the attached proposed resolutions which would not allow the City, serving as the Successor Agency, to maintain the operations, and fulfill debt obligations of the former RDA as required by law. *Staff does not recommend this alternative.*

FISCAL IMPACT

The Recognized Obligation Payment Schedules provide the details necessary for the City serving as the Successor Agency to fulfill the former RDA's legally binding and enforceable agreements. The amended ROPS will serve as authorization to pay obligations listed during the noted period. There is no additional fiscal impact to General Fund.

SUMMARY

As Successor Agency, the City is responsible for winding down the affairs of the redevelopment agency including disposing of its assets; making payments and performing other obligations due for Enforceable Obligations of the former RDA. The Recognized Obligation Payment Schedules for the stated periods provides the details necessary for the City serving as the Successor Agency to fulfill the former RDA's legally binding and enforceable agreements as required by law.

NOTIFICATION

No public notice is required prior to the City Council taking action on this item. However, the agenda for the meeting during which this item may be considered has been posted in the three locations that have been designated for the posting of City Council agendas.

ATTACHMENTS

Attachment 1 – Proposed Resolution
Exhibit A – Amended Second Recognized Obligation Payment Schedule (amended ROPS 2)
Attachment 2 – Proposed Resolution
Exhibit B – Amended Third Recognized Obligation Payment Schedule (amended ROPS 3)

Prepared By:
Anochar Clark
Sr. Financial Analyst

Department Head Approval:
Barry Foster
Community & Economic Development Director

Concurred by:
Dante Hall
Redevelopment & Neighborhood Programs Administrator

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2012-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY SERVING AS SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 2)

WHEREAS, in connection with the implementation of provisions of ABX1 26 which require the adoption of an enforceable obligation schedule, the City of Moreno Valley, serving as the Successor Agency has previously adopted a recognized obligation payment schedule for the period July 1, 2012 through December 31, 2012 (the "Original ROPS 2"); and

WHEREAS, the Oversight Board for Successor Agency to Community Redevelopment Agency of the City of Moreno Valley ("Oversight Board" as applicable) has met and has previously approved, after due consideration, a recognized obligation payment schedule for the period July 1, 2012 through December 31, 2012 in an amended form submitted by the Successor Agency (the "Original ROPS 2"); and

WHEREAS, in the course of interactions between the Successor Agency and the Department of Finance, there is an ongoing dialog concerning the expenditure of proceeds of tax allocation bonds issued in 2007 by the former Redevelopment Agency (the "Bonds"). In order to facilitate the expenditure of the proceeds of the Bonds, and to recognize legally binding contracts, the Successor Agency staff has determined that individual contracts for particular contractors should be added to the Original ROPS 2 (as amended, "ROPS 2"). The individual contracts for particular contractors relate to the provision of public improvements the financing of which was contemplated by and provided for by the Bonds and the instruments approved at the time of issuance of the Bonds, including without limitation the indenture of trust and official statement prepared in connection therewith; and

WHEREAS, the City Council, on behalf of the City acting in its capacity as Successor Agency to the Agency has reviewed ROPS 2 and those instruments referenced therein; and

WHEREAS, given the adoption of ABX1 26, the City Council, on behalf of the City acting in its capacity as Successor Agency to the Agency, has duly considered this Resolution and has determined that the adoption of this Resolution is in the best interests of the City, in its capacity as Successor Agency to the Agency, and the health, safety, and welfare of the residents of the City, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, SERVING AS THE SUCCESSOR AGENCY, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated into this resolution by this reference, and constitute a material part of this resolution.

SECTION 2. The Successor Agency approves for transmittal to the Oversight Board as the Recognized Obligation Payment Schedule for the period July 1, 2012 through December 31, 2012, with such augmentation, modification, additions or revisions as the Executive Director of the Successor Agency or his designee may make before transmittal to the Oversight Board.

SECTION 3. The Successor Agency is authorized and directed to submit ROPS 2 to the California Department of Finance upon approval by the Oversight Board.

SECTION 4. The Successor Agency shall maintain on file as a public record this Resolution and ROPS 2 as approved hereby.

SECTION 5. This Resolution shall be effective immediately upon adoption.

SECTION 6. The City Clerk shall certify to the adoption of this resolution.

APPROVED AND ADOPTED this 11th day of December, 2012

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00186891

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-100 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of December, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

MV00186892

Name of Redevelopment Agency: The Community Redevelopment Agency of the City of Moreno Valley

Project Area(s) RDA Project Area All

Revised 12/4/12

EXHIBIT A

SECOND RECOGNIZED OBLIGATION PAYMENT SCHEDULE
Per AB 26 - Section 34169 (*)

Funding Source	
RPTTF	Redevelopment Property Tax Trust Fund
LMIHF	Low and Moderate Income Housing Fund
Bonds	Bond Proceeds
Admin	Successor Agency Administrative Allowance
Other	Reserve, Rents, Interest Earnings, etc.

	Project Name / Debt Obligation	Payee	Description	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-2013**	Funding Source	Payable from the Redevelopment Property Tax Increment Fund (RPTIF) Payments by month July 2012	Aug 2012	Sept 2012	Oct 2012	Nov 2012	Dec 2012	Total
1)	Improvement Area No. 1 Special Tax Refunding Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance the construction of public facilities*	Original Area	3,080,142.63	276,026.76	RPTTF	138,013.38						$ 138,013.38
2)	CFD No. 3 - Auto Mall Refinance	Wells Fargo Bank	Debt service payments for bonds issued to finance the construction of public facilities*	Original Area	2,109,335.61	35,137.64	RPTTF	17,568.82						$ 17,568.82
3)	2011 Refunding of 97 LRB Bonds	Bank of America	Debt service payments for bonds issued to finance the construction of a public facility*	Original Area	1,500,000.00	150,000.00	RPTTF	75,000.00						$ 75,000.00
4)	2005 Lease Revenue Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance Sunnymead Blvd project*	Original Area	13,535,660.41	597,372.50	RPTTF	404,798.75						$ 404,798.75
5)	On-going Housing Monitoring Requirements	City of Moreno Valley/Successor Agency	Costs to perform the recertification and monitoring of housing units	Original Area	40,000.00	40,000.00	RPTTF						20,000.00	$ 20,000.00
6)	Contract for Legal Services	Stradling, Yocca, Carlson & Rauth	Legal services - General	Original Area	72,000.00	72,000.00	RPTTF	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	$ 36,000.00
7)	Contract for Legal Services	Kronick Moskovitz Tiedemann & Girard	Legal services - Oversight Board Legal Counsel	Original Area	72,000.00	72,000.00	RPTTF	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	$ 36,000.00
8)	Contract for Abatement of Properties	Fire Prevention/Inland Empire Property Service, Inc.	Nuisance/weed abatement of Agency owned properties	Original Area	5,000.00	5,000.00	RPTTF	2,500.00					2,500.00	$ 5,000.00
9)	Contract for Special Tax Reporting	Willdan/Staff Administration	Report	Original Area	2,500.00	2,500.00	RPTTF						2,500.00	$ 2,500.00
10)	CalPERS Retirement Liability	The California Public Employees' Retirement System (CalPERS)	Unfunded PERS Retirement Liability Acct	Original Area	599,992.00	13,855.14	RPTTF	13,855.14						$ 13,855.14
11)	Retiree Medical Trust (CERBT)	California Employers' Retiree Medical Trust(CERBT)/CalPERS	Unfunded Retiree Medical Trust Acct	Original Area	193,221.00	4,461.90	RPTTF	4,461.90						$ 4,461.90
12)	Agency Loans #1 &# 2	City of Moreno Valley	City/Agency Loan Agreement	Original Area	2,217,643.00		RPTTF							$ -
13)	~~Conference & Recreation Cntr Agreement~~	~~Wells Fargo Bank~~	~~Debt service payments/Purchase and Sale Agreement~~	~~Original Area~~	~~35,664,339.00~~		~~RPTTF~~							~~$ -~~
14)	Price Club Acquisition Note	The Price Family Charitable Fund	Participation Agreement	Original Area	1,410,529.68	480,000.00	RPTTF	120,000.00				120,000.00		$ 240,000.00
15)	Towngate Acquisition Note	City of Moreno Valley	Participation Agreement	Original Area	15,655,083.42	480,000.00	RPTTF	120,000.00				120,000.00		$ 240,000.00
16)	~~Cactus/Day/Old 215 Land~~	~~City of Moreno Valley~~	~~Land purchased - Account Payable~~	~~Original Area~~	~~2,360,500.00~~		~~RPTTF~~							~~$ -~~
17)	Moss Bros. Autogroup Participation Agreement	Moss Bros. Autogroup	Participation Agreement	Original Area	250,000.00	250,000.00	RPTTF					250,000.00		$ 250,000.00
18)	Robertson's Ready Mix, Inc. OPA	Robertson's Ready Mix, Inc.	Owner Participation Agreement	Original Area	4,000,000.00		RPTTF							$ -
19)	Hemlock Family Apartments	Rancho Belago, Inc.	Affordable Housing Agreement	Original Area	1,000,000.00		RPTTF							$ -
20)	Rancho Dorado Apts - South	Moreno Valley Housing Authority (MVHA)	Affordable Housing Agreement	Original Area	6,950,000.00	6,950,000.00	RPTTF						600,000.00	$ 600,000.00
21)		Stradling, Yocca, Carlson & Rauth	Legal services - Specific to Affordable Housing Agreement w/ Rancho Dorado	Original Area	25,000.00	12,500.00	RPTTF		4,200.00		4,200.00		4,100.00	$ 12,500.00
22)		Strickler Association	Title & Closing Costs	Original Area	5,000.00	2,500.00	RPTTF		800.00		800.00		900.00	$ 2,500.00
	Totals - This Page (RPTIF Funding)				$ 90,747,946.75	$ 9,443,353.94		$ 908,197.99	$ 17,000.00	$ 12,000.00	$ 17,000.00	$ 502,000.00	$ 642,000.00	$ 2,098,197.99
	Totals - Page 2 (RPTIF Funding)				$ 314,160.12	$ 314,160.12		$ 14,692.72	$ 14,692.68	$ 14,693.68	$ 14,693.68	$ 14,693.68	$ 240,693.68	$ 314,160.12
	Totals - Page 2 (Other Funding)				$ 486,038.45	$ 456,038.45		$ 181,475.14	$ 131,386.14	$ 30,281.27	$ 30,281.27	$ 25,281.27	$ 25,281.27	$ 423,986.36
	Totals - Page 3 (Other Funding)				$ 19,407,567.30	$ 10,272,745.57		$ 509,380.50	$ 470,779.78	$ 557,897.06	$ 665,957.67	$ 725,468.97	$ 2,352,111.59	$ 4,181,595.57
	Totals - Page 4 (Other Funding)				$ 93,073,563.59	$ 5,718,022.61		$ 3,534,464.50	$ -	$ -	$ -	$ -	$ -	$ 3,534,464.50
	Totals - Page 5 (Administrative Cost Allowance)				$ 250,000.00	$ 250,000.00		$ 20,833.33	$ 20,833.33	$ 20,833.33	$ 20,833.33	$ 20,833.33	$ 20,833.35	$ 125,000.00
	Totals - Page 5 (Other Funding)				$ 189,515.00	$ 189,515.00		$ 19,095.00	$ 19,095.00	$ 19,095.00	$ 19,095.00	$ 19,095.00	$ 19,095.00	$ 114,570.00
	Totals - Page 5 (Pass Thru Payments)				$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Grand total - All Pages				$ 204,468,791.21	$ 26,643,835.69		$ 5,188,139.18	$ 673,786.93	$ 654,800.34	$ 767,860.95	$ 1,307,372.25	$ 3,300,014.89	$ 10,791,974.54

****Line 20 - $600,000 is encumbered to be paid in 2013-2014 per Affordable Housing Agreement (AHA) and to be deposit to Moreno Valley Housing Authority - encumbrance of funds was discussed and approved by the DOF.

** All totals due during fiscal year and payment amounts are projected.

In response to Department of Finance correspondence dated April 27, 2012, the Successor Agency has removed line items 13 and 16 from the Second Recognized Obligation Payment Schedule covering the period for July to December 2012.

MV00186893

Name of Redevelopment Agency: The Community Redevelopment Agency of the City of Moreno Valley

Project Area(s) RDA Project Area All

Revised 12/4/12

SECOND RECOGNIZED OBLIGATION PAYMENT SCHEDULE
Per AB 26 - Section 34169 (*)

	Project Name / Debt Obligation	Payee	Description	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-2013**	Funding Source	Payable from Other Revenue Sources Payments by month July 2012	Aug 2012	Sept 2012	Oct 2012	Nov 2012	Dec 2012	Total
1)	Sunnymead Blvd. CIP 79221	Excel*	Capital Project Contract, CIP 79221	Original Area	50,000.00	50,000.00	Reserve						50,000.00	$ 50,000.00
2)		Harris & Assoc.*	Capital Project Contract, CIP 79221	Original Area	176,000.00	176,000.00	Reserve						176,000.00	$ 176,000.00
3)		City of Moreno Valley	Project Management CIP 79221	Original Area	12,300.00	12,300.00	Reserve	2,050.00	2,050.00	2,050.00	2,050.00	2,050.00	2,050.00	$ 12,300.00
4)		City Consultants	Project Management CIP 79221	Original Area	1,960.00	1,960.00	Reserve	326.00	326.00	327.00	327.00	327.00	327.00	$ 1,960.00
5)		Gibbs, Giden, Locher, Turner & Senet LLP*	Additional Legal Fees - CIP 79221	Original Area	66,000.00	66,000.00	Reserve	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	$ 66,000.00
6)	Storm Drain/Day Street to Cottonwood CIP 79222	Gibbs, Giden, Locher, Turner & Senet*	Contractual Services PO# 42123 CIP 79222	Original Area	6,204.96	6,204.96	Reserve	1,034.16	1,034.16	1,034.16	1,034.16	1,034.16	1,034.16	$ 6,204.96
7)		City of Moreno Valley	Project Management CIP 79222	Original Area	1,695.16	1,695.16	Reserve	282.56	282.52	282.52	282.52	282.52	282.52	$ 1,695.16
8)	Day Street/Alessandro Blvd to Cottonwood CIP 79724	DMC Design	Contractual Services PO#40920 CIP 79724	Original Area	5,880.84	5,880.84	Bonds	980.14	980.14	980.14	980.14	980.14	980.14	$ 5,880.84
9)		AEI-CASC	Contractual Services PO#35423 CIP 79724	Original Area	8,775.83	8,775.83	Bonds	1,462.58	1,462.63	1,462.63	1,462.63	1,462.63	1,462.63	$ 8,775.73
10)		Group Delta	Contractual Services PO#39328 CIP 79724	Original Area	7,359.00	7,359.00	Bonds	1,226.50	1,226.50	1,226.50	1,226.50	1,226.50	1,226.50	$ 7,359.00
11)		KDM Meridian	Contractual Services PO#41865 CIP 79724	Original Area	3,992.50	3,992.50	Bonds	665.45	665.41	665.41	665.41	665.41	665.41	$ 3,992.50
12)		STI Inc.	Contractual Services PO#41859 CIP 79724	Original Area	73,322.22	73,322.22	Bonds	12,220.37	12,220.37	12,220.37	12,220.37	12,220.37	12,220.37	$ 73,322.22
13)		City of Moreno Valley	Project Management CIP 79724	Original Area	20,395.33	20,395.33	Bonds	3,399.23	3,399.22	3,399.22	3,399.22	3,399.22	3,399.22	$ 20,395.33
14)	Auto Mall Street Upgrades CIP 79725	VA Consulting	Capital Project Contract, CIP 79725	Original Area	2,333.32	2,333.32	Bonds	1,166.66	1,166.66					$ 2,333.32
15)		City of Moreno Valley	Project Management CIP 79725	Original Area	6,451.00	6,451.00	Bonds	3,225.00	3,226.00					$ 6,451.00
16)		United Inspection (Geotech)	Capital Project Contract, CIP 79725	Original Area	1,575.00	1,575.00	Bonds	787.50	787.50					$ 1,575.00
17)		VA Consulting Inc. (Survey)	Capital Project Contract, CIP 79725	Original Area	1,650.00	1,650.00	Bonds	825.00	825.00					$ 1,650.00
18)		SME&C (Contractor)	Capital Project Contract, CIP 79725	Original Area	190,379.41	190,379.41	Bonds	95,189.71	95,189.71					$ 190,379.42
19)	Indian Basin, Appurtenant CIP 79726	Lim & Nascimento Engineering	Contractual Services PO#35828 CIP 79726	Original Area	50,000.00	50,000.00	Bonds	50,000.00						$ 50,000.00
20)		City of Moreno Valley	Project Management CIP 79726	Original Area	38,000.00	20,000.00	Bonds	5,000.00	5,000.00	5,000.00	5,000.00			$ 20,000.00
21)	Ironwood Ave-Day St/Barclay Dr CIP 79727	AEI-CASC Engineering	Capital Project Contract, CIP 79727	Original Area	51,924.00	51,924.00	Bonds	4,327.00	4,237.00	4,327.00	4,327.00	4,327.00	4,327.00	$ 25,872.00
22)		City of Moreno Valley	Project Management CIP 79727	Original Area	24,000.00	12,000.00	Bonds	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	$ 6,000.00
	Totals - RPTIF Funding				$ 314,160.12	$ 314,160.12		$ 14,692.72	$ 14,692.68	$ 14,693.68	$ 14,693.68	$ 14,693.68	$ 240,693.68	$ 314,160.12
	Totals - Bonds				$ 486,038.45	$ 456,038.45		$ 181,475.14	$ 131,386.14	$ 30,281.27	$ 30,281.27	$ 25,281.27	$ 25,281.27	$ 423,986.36
	Grand total - This Page				$ 800,198.57	$ 770,198.57		$ 196,167.86	$ 146,078.82	$ 44,974.95	$ 44,974.95	$ 39,974.95	$ 265,974.95	$ 738,146.48

*Pending Litigation
**All total due during fiscal year and payment amounts are projected.

MV00186894

Name of Redevelopment Agency: The Community Redevelopment Agency of the City of Moreno Valley

Project Area(s) RDA Project Area All

Revised 12/4/12

SECOND RECOGNIZED OBLIGATION PAYMENT SCHEDULE
Per AB 26 - Section 34169 (*)

	Project Name / Debt Obligation	Payee	Description	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-2013**	Funding Source	Payable from Other Revenue Sources: Payments by month July 2012	Aug 2012	Sept 2012	Oct 2012	Nov 2012	Dec 2012	Total
23)	Nason/SR-60 Bridge CIP 79718	Singer & Coffin, APC	Legal Services CIP 79718	Original Area	2,310.00	2,310.00	Bonds	385.00	385.00	385.00	385.00	385.00	385.00	$ 2,310.00
24)		Parsons Transportation	Contractual Services - Design CIP 79718	Original Area	13,818.00	13,818.00	Bonds	13,818.00						$ 13,818.00
25)		Staff Consultants	Project Management CIP 79718	Original Area	4,800.00	4,800.00	Bonds	800.00	800.00	800.00	800.00	800.00	800.00	$ 4,800.00
26)		City of Moreno Valley	Project Management CIP 79718	Original Area	73,000.00	48,000.00	Bonds	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	$ 48,000.00
27)		~~Survey Consultant~~			~~145,000.00~~	~~30,000.00~~					~~10,000.00~~	~~10,000.00~~	~~10,000.00~~	
28)		Psomas	Capital Project Contract, CIP 79718	Original Area	159,950.00	85,000.00	Bonds						10,000.00	$ 10,000.00
29)		~~Contractor~~			~~12,146,233.75~~	~~1,070,000.00~~					~~20,000.00~~	~~50,000.00~~	~~1,000,000.00~~	
30)		Riverside Construction Co.	Capital Project Contract, CIP 79718	Original Area	13,104,132.00	7,000,000.00	Bonds						1,000,000.00	$ 1,000,000.00
31)		Falcon Engineering - CM	Capital Project Contract, CIP 79718	Original Area	1,930,000.00	180,000.00	Bonds			10,000.00	20,000.00	50,000.00	100,000.00	$ 180,000.00
32)		~~Geotechnical Consultant~~												
33)		Leighton Consulting, Inc.	Capital Project Contract, CIP 79718	Original Area	170,000.00	30,000.00	Bonds				10,000.00	10,000.00	10,000.00	30,000.00
34)		City of Moreno Valley	Project Management CIP 79718	Original Area	120,700.00	90,000.00	Bonds	10,000.00	10,000.00	15,000.00	15,000.00	20,000.00	20,000.00	$ 90,000.00
35)		Parsons Transportation	Construction Support - CIP 79718	Original Area	100,000.00	100,000.00	Bonds	15,000.00	15,000.00	10,000.00	10,000.00	20,000.00	30,000.00	$ 100,000.00
36)		Gibbs, Giden, Locher, Turner & Senet*	Legal Fees - CIP 79718	Original Area	5,000.00	5,000.00	Bonds		800.00	50.00				$ 850.00
37)	Morrison Park Fire Station CIP 79729	City of Moreno Valley	Project Management CIP 79729	Original Area	159,144.64	159,144.64	Bonds	26,524.11	26,524.11	26,524.11	26,524.11	26,524.11	26,524.09	$ 159,144.64
38)		STK Architecture	Capital Project Contract, CIP 79729	Original Area	93,811.37	93,811.37	Bonds	18,762.27	18,762.27	18,762.27	18,762.27	18,762.29		$ 93,811.37
39)		Silver Creek Industries	Capital Project Contract, CIP 79729	Original Area	1,814,955.60	1,814,955.60	Bonds	362,991.12	362,991.12	362,991.12	362,991.12	362,991.12		$ 1,814,955.60
40)		Enco Utility	Capital Project Contract, CIP 79729	Original Area	417.28	417.28	Bonds		417.28					$ 417.28
41)		Riverside County IT	Capital Project Contract, CIP 79729	Original Area	13,210.00	13,210.00	Bonds			3,302.50	3,302.50	3,302.50	3,302.50	$ 13,210.00
42)		Construction Contract	Construction Costs CIP 79729	Original Area	276,186.68	-	Bonds							$ -
43)		Tuffstuff Fitness Equipment	Furniture, fixtures, & equipment CIP 79729	Original Area	4,811.58	4,811.58	Bonds			4,811.58				$ 4,811.58
44)		La-Z-Boy Furniture Galleries	Furniture, fixtures, & equipment CIP 79729	Original Area	4,142.80	4,142.80	Bonds				4,142.80			$ 4,142.80
45)		EMWD	Water charges CIP 79729	Original Area	2,793.23	2,793.23	Bonds			170.48	1,018.80	1,603.95		$ 2,793.23
46)		Overstock.com	Furniture, fixtures, & equipment CIP 79729	Original Area	215.99	215.99	Bonds				215.99			$ 215.99
47)		Office Depot	Furniture, fixtures, & equipment CIP 79729	Original Area	2,721.04	2,721.04	Bonds				2,721.04			$ 2,721.04
48)		The Home Depot	Furniture, fixtures, & equipment CIP 79729	Original Area	947.33	947.33	Bonds				947.33			$ 947.33
49)		The Living Quarters	Furniture, fixtures, & equipment CIP 79729	Original Area	774.97	774.97	Bonds				774.97			$ 774.97
50)		WW Grainger	Furniture, fixtures, & equipment CIP 79729	Original Area	2,506.54	2,506.54	Bonds				2,506.54			$ 2,506.54
51)		Target	Furniture, fixtures, & equipment CIP 79729	Original Area	621.02	621.02	Bonds				621.02			$ 621.02
52)		Kohl's	Furniture, fixtures, & equipment CIP 79729	Original Area	1,748.94	1,748.94	Bonds				1,748.94			$ 1,748.94
53)		Macy's	Furniture, fixtures, & equipment CIP 79729	Original Area	1,210.85	1,210.85	Bonds				1,210.85			$ 1,210.85
54)		Sears Roebuck	Furniture, fixtures, & equipment CIP 79729	Original Area	4,146.02	4,146.02	Bonds				4,146.02			$ 4,146.02
55)		Pacific Sales	Furniture, fixtures, & equipment CIP 79729	Original Area	1,947.33	1,947.33	Bonds				1,947.33			$ 1,947.33
56)		Coffee Maker	Furniture, fixtures, & equipment CIP 79729	Original Area	91.04	91.04	Bonds				91.04			$ 91.04
57)	Moreno Beach Ramps - Phase 1 CIP 79731	City of Moreno Valley	Proj. Mgmt. & Expenses CIP 79731	Original Area	132,567.62	93,200.00	Bonds	12,200.00	12,200.00	17,200.00	17,200.00	22,200.00	12,200.00	$ 93,200.00
58)		Staff Consultants	Capital Project Contract CIP 79731	Original Area	5,473.88	5,400.00	Bonds	900.00	900.00	900.00	900.00	900.00	900.00	$ 5,400.00
59)		~~Survey Consultant~~												
60)		Coory Engineering	Capital Project Contract CIP 79731	Original Area	98,000.00	37,000.00	Bonds		2,000.00	5,000.00	10,000.00	10,000.00	10,000.00	37,000.00
61)		Falcon Engineering - CM	Capital Project Contract CIP 79731	Original Area	733,411.55	270,000.00	Bonds			30,000.00	80,000.00	80,000.00	80,000.00	$ 270,000.00
62)		~~Geotechnical Consultant~~												
63)		Ninyo & Moore Geotechnical	Capital Project Contract CIP 79731	Original Area	88,000.00	37,000.00	Bonds		2,000.00	5,000.00	10,000.00	10,000.00	10,000.00	37,000.00
64)		CHP	Const. zone enforcement CIP 79731		30,000.00	30,000.00	Bonds	30,000.00						$ 30,000.00
65)		EMWD	Permits/Fees, CIP 79731	Original Area	31,000.00	31,000.00	Bonds			19,000.00				$ 19,000.00
66)		Parsons Transportation	Capital Project Contract - Design CIP 79731	Original Area	75,000.00	50,000.00	Bonds	5,000.00	5,000.00	10,000.00	10,000.00	10,000.00	10,000.00	$ 50,000.00
67)		Parsons Transportation	Capital Project Contract - Construction Support CIP 79731	Original Area	144,000.00	50,000.00	Bonds	5,000.00	5,000.00	10,000.00	10,000.00	10,000.00	10,000.00	$ 50,000.00
	Totals - Bonds				$ 19,407,567.30	$ 10,272,745.57		$ 509,380.50	$ 470,779.78	$ 557,897.06	$ 665,957.67	$ 725,468.97	$ 2,352,111.59	$ 4,181,595.57
	Grand total - This Page				$ 19,407,567.30	$ 10,272,745.57		$ 509,380.50	$ 470,779.78	$ 557,897.06	$ 665,957.67	$ 725,468.97	$ 2,352,111.59	$ 4,181,595.57

** All total due during fiscal year and payment amounts are projected.

MV00186895

Name of Redevelopment Agency: The Community Redevelopment Agency of the City of Moreno Valley

Project Area(s) RDA Project Area All

Revised 12/4/12

SECOND RECOGNIZED OBLIGATION PAYMENT SCHEDULE
Per AB 26 - Section 34169 (*)

	Project Name / Debt Obligation	Payee	Description	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-2013**	Funding Source	Payable from Other Revenue Sources Payments by month July 2012	Aug 2012	Sept 2012	Oct 2012	Nov 2012	Dec 2012	Total
68)	2007 Tax Allocation Bonds****	Wells Fargo Bank	Debt service payments for bonds issued to finance various capital projects*	Original Area	80,651,663.75	2,254,883.75	Other	1,246,892.00						$ 1,246,892.00
69)	2007 Special Tax Refunding Bonds - Towngate 87-1****	Wells Fargo Bank	Debt service payments for bonds issued to finance the acquisition of public facilities*	Original Area	10,721,899.84	1,763,138.86	Other	587,572.50						$ 587,572.50
70)	Rancho Dorado Apts - South*	Moreno Valley Housing Authority (MVHA)	Affordable Housing Agreement	Original Area	1,700,000.00	1,700,000.00	Other	1,700,000.00						$ 1,700,000.00
	Totals - Others				$ 93,073,563.59	$ 5,718,022.61		$ 3,534,464.50	$ -	$ -	$ -	$ -	$ -	$ 3,534,464.50
	Grand total - This Page				$ 93,073,563.59	$ 5,718,022.61		$ 3,534,464.50	$ -	$ -	$ -	$ -	$ -	$ 3,534,464.50

****Lines 46-48 - Encumbered from prior ROPS period to be paid from Reserve
** All totals due during fiscal year and payment amounts are projected.
* Line 48 - to be deposit to MVHA to meet enforceable obligation per Affordable Housing Agreement to be paid in 2013-2014 - encumbrance of funds was discussed and approved by the DOF.

MV00186896

Name of Redevelopment Agency: The Community Redevelopment Agency of the City of Moreno Valley

Project Area(s) RDA Project Area All

Revised 12/4/12

SECOND RECOGNIZED OBLIGATION PAYMENT SCHEDULE
Per AB 26 - Section 34169 (*)

	Project Name / Debt Obligation	Payee	Description	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-2013**	Funding Source	Payable from the Administrative Allowance Allocation Payments by month July 2012	Aug 2012	Sept 2012	Oct 2012	Nov 2012	Dec 2012	Total
1)	City/Agency Employee Payroll	City of Moreno Valley/Employees	Payroll Costs	Original Area	103,715.00	103,715.00	Other	10,283.33	10,283.33	10,283.33	10,283.33	10,283.33	10,283.35	$ 61,700.00
2)	City/Agency - Operating Costs	City of Moreno Valley	Operating Costs	Original Area	85,800.00	85,800.00	Other	8,811.67	8,811.67	8,811.67	8,811.67	8,811.67	8,811.65	$ 52,870.00
3)	City/Agency Employee Payroll	Valley/Employees	Payroll Costs	Original Area	250,000.00	250,000.00	Admin	20,833.33	20,833.33	20,833.33	20,833.33	20,833.33	20,833.35	$ 125,000.00
4)														
	Totals - Administrative Allowance Allocation				**$ 439,515.00**	**$ 439,515.00**		**$ 39,928.33**	**$ 39,928.33**	**$ 39,928.33**	**$ 39,928.33**	**$ 39,928.33**	**$ 39,928.35**	**$ 239,570.00**

**All total due during fiscal year and payment amounts are projected.

MV00186897

Name of Redevelopment Agency The Community Redevelopment Agency of the City of Moreno Valley

Project Area(s) RDA Project Area All

Revised 12/4/12

SECOND RECOGNIZED OBLIGATION PAYMENT SCHEDULE
Per AB 26 - Section 34169 (*)

	Project Name / Debt Obligation	Payee	Description	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-2013	Funding Source	Pass Through and Other Payments Payments by month July 2012	Aug 2012	Sept 2012	Oct 2012	Nov 2012	Dec 2012	Total
1)	Section 33676 2% Pass Through***	Moreno Valley & Val Verde Unified SDs	Payments per former CRL 33676	Original Area										$ -
2)	Section 33676 2% Pass Through***	Riverside City Community College	Payments per former CRL 33676	Original Area										$ -
3)	Section 33676 2% Pass Through***	School Funds	Payments per former CRL 33676	Original Area										$ -
4)	Section 33676 2% Pass Through***	Co Supt of Schools	Payments per former CRL 33676	Original Area										$ -
5)	Tax Sharing Agreement/County Pass Through Agreement***	County of Riverside	Per Pass Through Agreement	Original Area										$ -
6)	SB 2557 County Admin Fees***	County of Riverside	County Administrative Fees	Original Area										$ -
7)	Tax Sharing Agreement/Flood Control Agreement***	Riverside Flood Control and Water Conservation Dist.	Per Pass Through Agreement	Original Area										$ -
	***The Riverside Auditor-Controller will make the required pass-through payments.													
	Totals - Pass Through and Other Obligations				$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -

***Starting with the July through December 2012 ROPS, per HSC section 34183 (a) (1), the county auditor controller will make the required pass-through payments prior to transferring money into the successor agency's Redevelopment Obligation Retirement Fund for items listed in an oversight board approved ROPS.

MV00186898

RESOLUTION NO. 2012-101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY SERVING AS SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 3)

WHEREAS, in connection with the implementation of provisions of ABX1 26 which require the adoption of an enforceable obligation schedule, the City of Moreno Valley, serving as the Successor Agency has previously adopted a recognized obligation payment schedule for the period January 1, 2013 through June 30, 2013 (the "Original ROPS 3"); and

WHEREAS, the Oversight Board for Successor Agency to Community Redevelopment Agency of the City of Moreno Valley ("Oversight Board" as applicable) has met and has previously approved, after due consideration, a recognized obligation payment schedule for the period January 1, 2013 through June 30, 2013, in an original form submitted by the Successor Agency (the "Original ROPS 3"); and

WHEREAS, in the course of interactions between the Successor Agency and the Department of Finance, there is an ongoing dialog concerning the expenditure of proceeds of tax allocation bonds issued in 2007 by the former Redevelopment Agency (the "Bonds"). In order to facilitate the expenditure of the proceeds of the Bonds, and to recognize legally binding contracts, the Successor Agency staff has determined that individual contracts for particular contractors should be added to the Original ROPS 3 (as amended, "ROPS 3"). The individual contracts for particular contractors relate to the provision of public improvements the financing of which was contemplated by and provided for by the Bonds and the instruments approved at the time of issuance of the Bonds, including without limitation the indenture of trust and official statement prepared in connection therewith; and

WHEREAS, the City Council, on behalf of the City acting in its capacity as Successor Agency to the Agency has reviewed ROPS 3 and those instruments referenced therein; and

WHEREAS, given the adoption of ABX1 26, the City Council, on behalf of the City acting in its capacity as Successor Agency to the Agency, has duly considered this Resolution and has determined that the adoption of this Resolution is in the best interests of the City, in its capacity as Successor Agency to the Agency, and the health, safety, and welfare of the residents of the City, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, SERVING AS THE SUCCESSOR AGENCY, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated into this resolution by this reference, and constitute a material part of this resolution.

SECTION 2. The Successor Agency approves for transmittal to the Oversight Board as the Recognized Obligation Payment Schedule for the period January 1, 2013 through June 30, 2013, with such augmentation, modification, additions or revisions as the Executive Director of the Successor Agency or his designee may make before transmittal to the Oversight Board.

SECTION 3. The Successor Agency is authorized and directed to submit ROPS 2 to the California Department of Finance upon approval by the Oversight Board.

SECTION 4. The Successor Agency shall maintain on file as a public record this Resolution and ROPS 3 as approved hereby.

SECTION 5. This Resolution shall be effective immediately upon adoption.

SECTION 6. The City Clerk shall certify to the adoption of this resolution.

APPROVED AND ADOPTED this 11th day of December, 2012

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-101 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of December, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

EXHIBIT B

Successor Agency Contact Information

Name of Successor Agency:	The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley
County:	Riverside
Primary Contact Name:	Annie Clark
Primary Contact Title:	Sr. Financial Analyst
Address	14177 Frederick Street, Moreno Valley, CA 92552
Contact Phone Number:	951.413.3475
Contact E-Mail Address:	anoochare@moval.org
Secondary Contact Name:	Richard Teichert
Secondary Contact Title:	Financial & Administrative Services Director
Secondary Contact Phone Number:	951.413.3021
Secondary Contact E-Mail Address:	richardt@moval.org

SUMMARY OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE

Filed for the January 1, 2013 to June 30, 2013 Period

Name of Successor Agency: **The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley**

		Total Outstanding Debt or Obligation
Outstanding Debt or Obligation		**$ 178,272,381**
Current Period Outstanding Debt or Obligation		**Six-Month Total**
A	Available Revenues Other Than Anticipated RPTTF Funding	**21,718,799**
B	Anticipated Enforceable Obligations Funded with RPTTF	**6,927,230**
C	Anticipated Administrative Allowance Funded with RPTTF	**208,000**
D	Total RPTTF Requested (B + C = D)	**7,135,230**
	Total Current Period Outstanding Debt or Obligation (A + B + C = E) *Should be the same amount as ROPS form six-month total*	**$ -**
E	*Enter Total Six-Month Anticipated RPTTF Funding *(Obtain from county auditor-controller)*	6,835,311.86
F	Variance (E - D = F) *Maximum RPTTF Allowable should not exceed Total Anticipated RPTTF Funding*	**$ (299,918)**
Prior Period (January 1, 2012 through June 30, 2012) Estimated vs. Actual Payments (as required in HSC section 34186 (a))		
G	**Enter Estimated Obligations Funded by RPTTF *(Should be the lesser of Finance's approved RPTTF amount including admin allowance or the actual amount distributed)*	9,241,398
H	***Enter Actual Obligations Paid with RPTTF	11,966,792
I	Enter Actual Administrative Expenses Paid with RPTTF	117,648
J	Adjustment to Redevelopment Obligation Retirement Fund (G - (H + I) = J)	$ (2,843,042)
K	**Adjusted RPTTF** *(The total RPTTF requested shall be adjusted if actual obligations paid with RPTTF are less than the estimated obligation amount.)*	**$ 9,978,272.00**

* We have not receive any confirmation of the anticipated RPTTF funding from the County, and therefore, are using the amount received previously from the County Auditor-Controller for the payment of ROPS 6 its obligations (property tax payment received in January 2012). We anticipate that the RPTTF for the current period will be more than the January 2012s RPTTF payment.

** Gross Property Tax Amount $9,041,398. (actual amount received from the County Auditor-Controller was $6,835,312 - net of the pass throughs and fees of $2,206,086)

***Includes amount encumbered to be paid in 2013-2014 per Affordable Housing Agreement and enforceable obligations paid from former RDA fund balance.

Certification of Oversight Board Chairman:
Pursuant to Section 34177(m) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named agency.

Glenn Moss	Chairman
Name	Title
Glen Moss	12/12/2012
Signature	Date

12/04/2012 8:33 AM

MV00186903

Name of Successor Agency: **The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley**

County: **Riverside**

Oversight Board Approval Date: _____

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS III)

January 1, 2013 through June 30, 2013

Item #	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-13	Funding Source						
							LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other	Six-Month Total
	Grand Total				$ 178,272,381	$ 33,211,237	$ -	$ 21,410,710	$ 308,089	$ 208,000	$ 6,927,230	$ -	$ -
1	2007 Tax Allocation Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance various capital projects	Original Area	79,412,021.88	2,263,483.75					2,263,484.00		2,263,484
2	2007 Special Tax Refunding Bonds - Towngate 87-1	Wells Fargo Bank	Debt service payments for bonds issued to finance the acquisition of public facilities	Original Area	9,546,333.49	1,182,347.05					1,182,347.00		1,182,347
3	Improvement Area No. 1 Special Tax Refunding Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance the construction of public facilities	Original Area	2,804,115.88	277,181.39					139,168.00		139,168
4	CFD No. 3 - Auto Mall Refinance	Wells Fargo Bank	Debt service payments for bonds issued to finance the construction of public facilities	Original Area	2,000,060.61	109,450.50					91,882.00		91,882
5	2011 Refunding of 97 LRB Bonds	Bank of America	Debt service payments for bonds issued to finance the construction of a public facility	Original Area	1,500,000.00	150,000.00					75,000.00		75,000
6	2005 Lease Revenue Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance Sunnymead Blvd project	Original Area	13,535,660.41	600,147.50					195,349.00		195,349
7	On-going Housing Monitoring Requirements	City of Moreno Valley/Successor Agency	Costs to perform the recertification and monitoring of housing units	Original Area	40,000.00	40,000.00					20,000.00		20,000
8	Contract for Legal Services	Stradling, Yocca, Carlson & Rauth	Legal services - General	Original Area	72,000.00	72,000.00					36,000.00		36,000
9	Contract for Legal Services	Kronick Moskovitz Tiedemann & Girard	Legal services - Oversight Board Legal Counsel	Original Area	72,000.00	72,000.00					36,000.00		36,000
10	Contract for Abatement of Properties	Fire Prevention/Inland Empire Property Service, Inc.	Nuisance/weed abatement of Agency owned properties	Original Area	7,500.00	7,500.00					2,500.00		2,500
11	Contract for Audit Services	Lance Soll & lunghard, LLP or Approved Audit Firm	Preparation of Required Due Diligent Reviews and Annual Audit	Original Area	15,000.00	15,000.00					15,000.00		15,000
12	Contract for Special Tax Reporting	Willdan/Staff Administration	Preparation of Continuing Disclosure Report	Original Area	5,000.00	5,000.00					2,500.00		2,500
13	CalPERS Retirement Liability	The California Public Employees' Retirement System (CalPERS)	Unfunded PERS Retirement Liability Acct	Original Area	599,992.00	13,855.14					-		-
14	Retiree Medical Trust (CERBT)	Medical	Unfunded Retiree Medical Trust Acct	Original Area	193,221.00	4,461.90					-		-
15	Agency Loans #1 &# 2	City of Moreno Valley	City/Agency Loan Agreement	Original Area	2,217,643.00	-					-		-
16	Price Club Acquisition Note	The Price Family Charitable Fund	Participation Agreement	Original Area	1,410,529.68	480,000.00					240,000.00		240,000
17	Towngate Acquisition Note	City of Moreno Valley	Participation Agreement	Original Area	15,655,083.42	480,000.00					240,000.00		240,000
18	Moss Bros. Autogroup Participation Agreement	Moss Bros. Autogroup	Participation Agreement	Original Area	250,000.00	250,000.00					-		-
19	Robertson's Ready Mix, Inc. OPA	Robertson's Ready Mix, Inc.	Owner Participation Agreement	Original Area	4,000,000.00	-					-		-
20	Hemlock Family Apartments	Rancho Belago, Inc.	Affordable Housing Agreement	Original Area	1,000,000.00	-					-		-
21	Rancho Dorado Apts - South (Second Phase)	Moreno Valley Housing Authority/MV Rancho Dorado Limited Partnership	Affordable Housing Agreement	Original Area	6,950,000.00	2,973,000.00					2,373,000.00		2,373,000
22		Stradling, Yocca, Carlson & Rauth	Legal services - Specific to Affordable Housing Agreement w/ Rancho Dorado Apts.	Original Area	25,000.00	25,000.00					12,500.00		12,500
23		Strickler Association	Title & Closing Costs	Original Area	5,000.00	5,000.00					2,500.00		2,500
24	Payroll Costs/Operating Costs	City of Moreno Valley/Employees	Successor Agency's Payroll & Operating Costs	Original Area	447,514.00	447,514.00				208,000			208,000
25	Sunnymead Blvd. CIP 79221	Excel	Capital Project Contract, CIP 79221	Original Area	50,000.00	50,000.00			50,000.00				50,000
26		Harris & Assoc.	Capital Project Contract, CIP 79221	Original Area	176,000.00	176,000.00			176,000.00				176,000
27		City of Moreno Valley, cost allocation, and extra admin. costs	Project Management CIP 79221	Original Area	37,300.00	37,300.00			25,000.00				25,000
28		City Consultants	Project Management CIP 79221	Original Area	9,960.00	9,960.00			8,000.00				8,000
29		Gibbs, Giden, Locher, Turner & Senet LLP	Additional Legal Fees - CIP 79221	Original Area	85,089.15	85,089.15			49,089.00				49,089
30	Storm Drain/Day Street to Cottonwood CIP 79222	Gibbs, Giden, Locher, Turner & Senet	Contractual Services PO# 42123 CIP 79222	Original Area	5,174.00	5,174.00							-
31		City of Moreno Valley	Project Management CIP 79222	Original Area									-

MV00186904

Name of Successor Agency: **The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley**

County: **Riverside**

Oversight Board Approval Date: _____

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS III)

January 1, 2013 through June 30, 2013

Item #	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-13	Funding Source: LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other	Six-Month Total
	Grand Total				$ 178,272,381	$ 33,211,237	$ -	$ 21,410,710	$ 308,089	$ 208,000	$ 6,927,230	$ -	$ -
32	Day Street/Alessandro Blvd to Cottonwood CIP 79724	DMC Design	Contractual Services PO#40920 CIP 79724	Original Area	5,880.84	5,880.84							-
33		AEI-CASC	Contractual Services PO#35423 CIP 79724	Original Area	8,775.83	8,775.83							-
34		Group Delta	Contractual Services PO#39328 CIP 79724	Original Area	7,359.00	7,359.00							-
35		KDM Meridian	Contractual Services PO#41865 CIP 79724	Original Area	3,992.50	3,992.50							-
36		STI Inc.	Contractual Services PO#41859 CIP 79724	Original Area	73,322.22	73,322.22							-
37		City of Moreno Valley	Project Management CIP 79724	Original Area	20,395.33	20,395.33							-
38	Auto Mall Street Upgrades CIP 79725	VA Consulting	Capital Project Contract, CIP 79725	Original Area	11,093.00	11,093.00							-
39		City of Moreno Valley	Project Management CIP 79725	Original Area	12,000.00	12,000.00							-
40		United Inspection (Geotech)	Capital Project Contract, CIP 79725	Original Area	2,294.00	2,294.00							-
41		VA Consulting Inc. (Survey)	Capital Project Contract, CIP 79725	Original Area	782.00	782.00							-
42		SME&C (Contractor)	Capital Project Contract, CIP 79725	Original Area	195,721.00	195,721.00							-
43	Indian Basin, Appurtenant CIP 79726	Engineering	Contractual Services PO#35828 CIP 79726	Original Area	88,528.00	88,528.00		38,528.00					38,528
44		allocation, and minor expenses	Project Management CIP 79726	Original Area	38,000.00	38,000.00		18,000.00					18,000
45	Ironwood Ave-Day St/Barclay Dr CIP 79727	AEI-CASC Engineering	Capital Project Contract, CIP 79727	Original Area	49,532.11	49,532.11		25,000.00					25,000
46		allocation, and minor expenses	Project Management CIP 79727	Original Area	73,000.00	73,000.00		63,000.00					63,000
47		Contractor	Capital Project Contract, CIP 79727	Original Area	500,000.00	500,000.00		500,000.00					500,000
48		Survey Consultant	Project Management CIP 79727	Original Area	50,000.00	50,000.00		50,000.00					50,000
49		Geotechnical Consultant	Capital Project Contract, CIP 79727	Original Area	50,000.00	50,000.00		50,000.00					50,000
50		Southern California Edison	Project Management CIP 79727	Original Area	50,000.00	50,000.00		50,000.00					50,000
51	Nason/SR-60 Bridge CIP 79718	Singer & Coffin, APC	Legal services CIP 79718	Original Area	2,310.00	2,310.00							-
52		City of Moreno Valley	Project Management and associated costs CIP 79718	Original Area	160,000.00	160,000.00		100,000.00					100,000
53		Staff Consultants	Project Management CIP 79718	Original Area	36,000.00	36,000.00		6,000.00					6,000
54		Moreno Valley Utility	Lighting CIP 79718	Original Area	80,000.00	80,000.00		80,000.00					80,000
55		Caltrans	State-furnished materials CIP 79718	Original Area	50,000.00	50,000.00		50,000.00					50,000
56		Caltrans	State source inspection fees CIP 79718	Original Area	50,000.00	50,000.00		50,000.00					50,000
57		CHP	Construction zone enforcement (COZEEP) CIP 79718	Original Area	30,000.00	12,000.00		12,000.00					12,000
58					~~222,571.00~~	~~222,571.00~~		~~66,000.00~~					
59		Parsons Transportation	Design-related costs CIP 79718	Original Area	70,000.00	70,000.00		56,182.00					56,182
60		Parsons Transportation	Construction Support - CIP 79718	Original Area	169,000.00	70,000.00		70,000.00					70,000
61		Parsons Transportation	Landscaping Design - CIP 79718	Original Area	120,000.00	100,000.00		100,000.00					100,000
62		Falcon Engineering	Construction mgmt and Inspection Services CIP 79718	Original Area	1,947,220.00	950,000.00		894,000.00					894,000
63		~~Contractor~~			~~9,700,000.00~~	~~7,000,000.00~~		~~7,000,000.00~~					
64		Riverside Construction Co.	Capital Project Contract, CIP 79718	Original Area	13,104,132.00	7,000,000.00		6,000,000.00					6,000,000
65		~~Survey Consultant~~			~~145,000.00~~	~~60,000.00~~		~~60,000.00~~					
66		Psomas	Capital Project Contract, CIP 79718	Original Area	159,950.00	85,000.00		75,000.00					75,000
67		~~Geotechnical Consultant~~			~~170,000.00~~	~~90,000.00~~		~~90,000.00~~					
68		Leighton Consulting, Inc.	Capital Project Contract, CIP 79718	Original Area	197,201.00	90,000.00		80,000.00					80,000
69		SCE	Utility relocation CIP 79718	Original Area	20,000.00	20,000.00		20,000.00					20,000
70		EMWD	Permits/Fees, CIP 79718	Original Area	5,000.00	5,000.00		5,000.00					5,000
71		RCFC&WCD	Permits/Fees, CIP 79718	Original Area	5,000.00	5,000.00		5,000.00					5,000
72	Moreno Beach Ramps - Phase 1 CIP 79731	City of Moreno Valley	Project Management and associated costs CIP 79731	Original Area	160,000.00	160,000.00		100,000.00					100,000
73		City of Moreno Valley	City-furnished equipment - CIP 79731	Original Area	10,000.00	10,000.00		10,000.00					10,000
74		City of Moreno Valley	Project Management and associated costs CIP 79731	Original Area	6,000.00	6,000.00		6,000.00					6,000
75					~~11,331.00~~	~~11,331.00~~							
76		Parsons Transportation	Design-related costs CIP 79731	Original Area	70,000.00	70,000.00		70,000.00					70,000
77		Parsons Transportation	Construction support CIP 79731	Original Area	130,000.00	130,000.00		54,000.00					54,000
78		Falcon Engineering	Constructability review CIP 79731	Original Area	11,885.00	11,885.00							-
79		Falcon Engineering	Construction mgmt and Inspection Services CIP 79731	Original Area	797,821.56	600,000.00		600,000.00					600,000
80		So. Calif. Edison	Utility Relocation CIP 79731	Original Area	10,000.00	10,000.00		10,000.00					10,000
81		Caltrans	State-furnished materials CIP 79731	Original Area	2,000.00	2,000.00		2,000.00					2,000
82		~~Caltrans~~											
83		Falcon Engineering	State source inspection fees CIP 79731	Original Area	50,000.00	50,000.00		50,000.00					50,000
84		CHP	CHP - construction zone enforcement (COZEEP) CIP 79731	Original Area	30,000.00	30,000.00		30,000.00					30,000
85		Powell Constructors, Inc.	Construction Contract CIP 79731	Original Area	6,693,170.00	4,500,000.00		4,500,000.00					4,500,000
86		~~Survey Consultant~~			~~98,000.00~~	~~54,000.00~~		~~54,000.00~~					

MV00186905

Name of Successor Agency: **The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley**

County: **Riverside**

Oversight Board Approval Date: _____

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS III)

January 1, 2013 through June 30, 2013

Item #	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-13	Funding Source						
							LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other	Six-Month Total
	Grand Total				$ 178,272,381	$ 33,211,237	$ -	$ 21,410,710	$ 308,089	$ 208,000	$ 6,927,230	$ -	$ -
87		Coory Engineering	Capital Project Contract CIP 79731	Original Area	100,805.00	80,000.00		70,000.00					70,000
88		~~Geotechnical Consultant~~			~~88,000.00~~	~~84,000.00~~		~~84,000.00~~					
89		Ninyo & Moore Geotechnical	Capital Project Contract CIP 79731	Original Area	109,110.00	84,000.00		74,000.00					74,000
90		RCFC&WCD	Permits/Fees, CIP 79731	Original Area	5,000.00	5,000.00		5,000.00					5,000
91		EMWD	Permits/Fees, CIP 79731	Original Area	31,000.00	31,000.00		31,000.00					31,000
92		Cal Fire Communications	Comtronix Communications CIP 79729	Original Area	8,000.00	8,000.00		8,000.00					8,000
93	Morrison Park Fire Station	RCB & Sons, Inc.	Landscaping and pump enclosure CIP 79729	Original Area	9,000.00	9,000.00		9,000.00					9,000
94	CIP 79729	Staff Consultants	Project Management and associated costs CIP 79729	Original Area	15,000.00	15,000.00		15,000.00					15,000
95		City of Moreno Valley	Project Management CIP 79729	Original Area	15,000.00	15,000.00		15,000.00					15,000
96													

MV00186906

Name of Successor Agency: **The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley**
County: **Riverside**

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS III) -- Notes (Optional)

January 1, 2013 through June 30, 2013

Item #	Notes/Comments			
25	Sunnymead Blvd. CIP 79221	Excel	Pending Litigation	
26		Harris & Assoc.		
29		Gibbs, Giden, Locher, Turner & Senet LLP		
19	Storm Drain/Day Street to Cottonwood CIP 79222 (old 77922)	Gibbs, Giden, Locher, Turner & Senet LLP	Pending Litigation	
55	Nason/SR-60 Bridge	Contract/Agreement Termination Date	Note 1: Agreement terminates upon completion of work or upon 30 days' notice.	
56				
57				
91	Moreno Beach Ramps - Phase 1	Contract/Agreement Termination Date	Note 2: Contract terminates upon completion of obligation or upon amendment to agreement, whichever occurs first.	
92				
93				

MV00186907

Name of Successor Agency: **The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley**

County: **Riverside**

Pursuant to Health and Safety Code section 34186 (a)
PRIOR PERIOD ESTIMATED OBLIGATIONS vs. ACTUAL PAYMENTS
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS I)
January 1, 2012 through June 30, 2012

						LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other	
Page/Form	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual
ROPS I		**Grand Total**				$ -	$ -	$ 7,067,970	$ 3,556,627	$ 394,296	$ 115,033	$ 307,665	$ 117,648	$ 12,229,290	11,966,792	$ 9,026,101	$ 9,026,101
Page 1 of 8	1)	2007 Tax Allocation Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance various capital projects	Original Area									2,268,783.76	2,268,783.76		
Page 1 of 8	2)	2007 Special Tax Refunding Bonds - Towngate 87-1	Wells Fargo Bank	Debt service payments for bonds issued to finance the acquisition of public facilities	Original Area									1,175,145.00	1,175,145.00		
Page 1 of 8	3)	Improvement Area No. 1 Special Tax Refunding Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance the construction of public facilities	Original Area									274,445.00	274,445.00		
Page 1 of 8	4)	CFD No. 3 - Auto Mall Refinance	Wells Fargo Bank	Debt service payments for bonds issued to finance the construction of public facilities	Original Area									29,292.00	29,292.00		
Page 1 of 8	5)	2005 Lease Revenue Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance Sunnymead Blvd project	Original Area									599,597.50	599,597.50		
Page 1 of 8	6)	2011 Refunding of 97 LRB Bonds	Bank of America	Debt service payments for bonds issued to finance the construction of a public facility	Original Area									150,000.00	150,000.00		
Page 1 of 8	7)	On-going Housing Monitoring Requirements	City of Moreno Valley/Successor Agency	Costs to perform the recertification and monitoring of housing units	Original Area									20,000.00	-		
Page 1 of 8	8)	Contract for Legal Services	Stradling, Yocca, Carlson & Rauth	Legal services - General	Original Area									106,678.00	50,648.20		
Page 1 of 8	9)	Contract for Legal Services	Kronick Moskovitz Tiedemann & Girard	Legal services - Oversight Board Legal Counsel	Original Area									12,500.00	13,063.50		
Page 1 of 8	10)	Contract for Abatement of Properties	Inland Empire Property Service, Inc.	Nuisance/weed abatement of Agency owned properties	Original Area									7,090.00	-		
Page 1 of 8	11)	Contract for Audit Services	Lance Soll & lunghard, LLP	Preparation of Financial Statements/RDA Closing Statement	Original Area									10,000.00	8,000.00		
Page 1 of 8	12)	Contract for Special Tax Reporting	Willdan/Staff Administration	Preparation of Continuing Disclosure Report	Original Area									2,000.00	2,500.00		
Page 1 of 8	13)	CalPERS Retirement Liability	The California Public Employees' Retirement System (CalPERS)	Unfunded PERS Retirement Liability Acct	Original Area									5,371.00	5,371.00		
Page 1 of 8	14)	Retiree Medical Trust (CERBT)	California Employers' Retiree Medical Trust(CERBT)/CalPERS	Unfunded Retiree Medical Trust Acct	Original Area									1,730.00	1,730.00		
Page 1 of 8	15)	Agency Loans #1 &# 2	City of Moreno Valley	City/Agency Loan Agreement	Original Area									-	-		
Page 1 of 8	17)	Price Club Acquisition Note	The Price Family Charitable Fund	Participation Agreement	Original Area									240,000.00	265,806.00		
Page 1 of 8	18)	Towngate Acquisition Note	City of Moreno Valley	Participation Agreement	Original Area									550,000.00	552,160.00		
Page 1 of 8	20)	Moss Bros. Autogroup Participation Agreement	Moss Bros. Autogroup	Participation Agreement	Original Area									232,041.00	232,041.00		
Page 1 of 8	21)	Robertson's Ready Mix, Inc. OPA	Robertson's Ready Mix, Inc.	Owner Participation Agreement	Original Area									-	-		
Page 2 of 8	21)	Hemlock Family Apartments	Rancho Belago, Inc.	Affordable Housing Agreement	Original Area									-	-		
Page 2 of 8	22)	Oakwood Apartments	One Moreno Valley 240, L.P.	Affordable Housing Agreement	Original Area									750,000.00	750,000.00		
Page 2 of 8	23)	Rancho Dorado Apts - South	Moreno Valley Housing Authority (MVHA)	$2,400,000 is encumbered to be paid in 2013-2014 per Affordable Housing Agreement.	Original Area									2,500,000.00	2,400,000.00		
Page 2 of 8	24)		Stradling, Yocca, Carlson & Rauth	Legal services - Specific to AHA	Original Area									33,000.00	-		
Page 2 of 8	25)		Strickler Association	Title & Closing Costs	Original Area									5,000.00	550.00		

MV00186908

Name of Successor Agency: The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley

County: Riverside

Pursuant to Health and Safety Code section 34186 (a)
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RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS I)
January 1, 2012 through June 30, 2012

Page/Form	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other	
						Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual
ROPS I		**Grand Total**				$ -	$ -	$ 7,067,970	$ 3,556,627	$ 394,296	$ 115,033	$ 307,665	$ 117,648	$ 12,229,290	11,966,792	$ 9,026,101	$ 9,026,101
Page 3 of 8	1)	Day St/Eucalyptus CIP 79230(old 80030)	KDM Meridian, Inc.	Capital Project Contract, CIP 79230	Original Area					3,000.00	-						
Page 3 of 8	2)		Gas Tax Allocation (Required)	Capital Project Contract, CIP 79230	Original Area					7,500.00	6,178						
Page 3 of 8	3)	Sunnymead Blvd. CIP 79221 (old 80221)	Gibbs, Giden, Locher, Turner & Senet	Capital Project Contract, CIP 79221	Original Area					34,096.19	31,757						
Page 3 of 8	4)		Excel	Capital Project Contract, CIP 79221	Original Area					50,000.00	-						
Page 3 of 8	5)		Harris & Assoc.	Capital Project Contract, CIP 79221	Original Area					176,000.00	-						
Page 3 of 8	6)		City of Moreno Valley	Project Management CIP 79221	Original Area					18,000.00	30,973						
Page 3 of 8	7)		City Consultants	Project Management CIP 79221	Original Area					6,000.00	7,395						
Page 3 of 8	8)		Gibbs, Giden, Locher, Turner & Senet LLP	Additional Legal Fees - CIP 79221	Original Area					74,700.00	10,911						
Page 3 of 8	9)	Day Street/Alessandro Blvd CIP 79724 (old 91724)	DMC Design	79724	Original Area			14,790.84	8,910								
Page 3 of 8	10)		AEI-CASC	79724	Original Area			5,006.61	-								
Page 3 of 8	11)		AEI-CASC	79724	Original Area			350.00	-								
Page 3 of 8	12)		Group Delta	79724	Original Area			11,579.00	4,168								
Page 3 of 8	13)		KDM Meridian	79724	Original Area			13,145.00	9,152								
Page 3 of 8	14)		STI Inc.	79724	Original Area			240,760.71	169,779								
Page 3 of 8	15)		Vali Cooper & Assoc	Contractual Services PO#39743 CIP 79724	Original Area			10,400.00	-								
Page 3 of 8	16)		James & Bertha Patterson	Contractual Services PO#42011 CIP 79724	Original Area			19,884.00	19,884								
Page 3 of 8	17)		Gibbs, Giden, Locher, Turner & Senet	Contractual Services PO#40924 CIP 79724	Original Area			6,944.20	6,944								
Page 3 of 8	18)		City of Moreno Valley	Project Management CIP 79724	Original Area			35,363.80	48,492								
Page 3 of 8	19)	Storm Drain/Day Street to Cottonwood CIP 79222 (old 77922)	Gibbs, Giden, Locher, Turner & Senet	Contractual Services PO# 42123 CIP 79222	Original Area					20,000.00	14,826						
Page 3 of 8	20)		City of Moreno Valley	Project Management CIP 79222	Original Area					5,000.00	12,993						
Page 4 of 8	21)	Auto Mall Street Upgrades CIP 79725 (old 91725)	VA Consulting	Capital Project Contract, CIP 79725	Original Area			13,500.00	7,636								
Page 4 of 8	22)		City of Moreno Valley	Project Management CIP 79725	Original Area			57,300.00	41,403								
Page 4 of 8	23)		VA Consulting Inc.	Capital Project Contract, CIP 79725	Original Area			14,900.00	3,807								
Page 4 of 8	24)		United Inspection (Geotech)	Capital Project Contract, CIP 79725	Original Area			4,725.00	2,431								
Page 4 of 8	25)		VA Consulting Inc. (Survey)	Capital Project Contract, CIP 79725	Original Area			4,950.00	4,168								
Page 4 of 8	26)		SME&C (Contractor)	Capital Project Contract, CIP 79725	Original Area			496,641.72	300,920								
Page 4 of 8	27)		Gas Tax Allocation (Required)	Capital Project Contract, CIP 79725	Original Area			19,000.00	10,795								
Page 4 of 8	28)	Indian Basin, Appurtenant CIP 79726 (old 91726)	Lim & Nascimento Engineering	Contractual Services PO#35828 CIP 79726	Original Area			62,521.73	38,736								
Page 4 of 8	29)		Ninyo & Moore Geotech	79726	Original Area			3,194.50	-								
Page 4 of 8	30)		Guida Surveying	Contractual Services PO#40163 CIP 79726	Original Area			906.00	12,926								
Page 4 of 8	31)		City of Moreno Valley	Project Management CIP 79726	Original Area			20,000.00	17,752								
Page 4 of 8	32)		City Consultants	Project Management CIP 79726	Original Area			1,000.00	113								
Page 4 of 8	33)		Hillcrest Contracting, Inc.	Contractual Services PO#41587 CIP 79726	Original Area			15,078.96	15,079								
Page 4 of 8	34)		Federal Emergency Mgmt. Agency	Capital Projects Contract-CIP Environmental Fees - CIP 79726	Original Area			3,000.00	-								
Page 4 of 8	35)	Ironwood Ave-Day St/Barclay Dr CIP 79727 (old 91727)	EMWD	Cost-sharing agreement Reconciliation CIP 79727	Original Area			43,720.48	7,630								
Page 4 of 8	36)		AEI-CASC Engineering	Capital Project Contract, CIP 79727	Original Area			62,424.79	12,505								
Page 4 of 8	37)		City of Moreno Valley	Project Management CIP 79727	Original Area			30,000.00	14,819								
Page 4 of 8	38)		City of Moreno Valley	Secure title reports for ROW dedication CIP 79727	Original Area			1,500.00	2,200								
Page 4 of 8	39)		Construction Contractor, Surveyor, Geo-tech Consultant	Capital Project Contract CIP 79727	Original Area			262,700.00	-								

MV00186909

Name of Successor Agency: The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley

County: Riverside

Pursuant to Health and Safety Code section 34186 (a)
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RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS I)
January 1, 2012 through June 30, 2012

						LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other	
Page/Form	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual
ROPS I		**Grand Total**				$ -	$ -	$ 7,067,970	$ 3,556,627	$ 394,296	$ 115,033	$ 307,665	$ 117,648	$ 12,229,290	11,966,792	$ 9,026,101	$ 9,026,101
Page 4 of 8	40)	Nason/SR-60 Bridge CIP 79728 (old 91728)	Singer & Coffin, APC	Legal Services CIP 79728	Original Area			2,000.00	-								
Page 4 of 8	41)		Parsons Transportation	Contractual Services CIP 79728	Original Area			25,000.00	25,000								
Page 4 of 8	42)		City Consultants	Project Management CIP 79728	Original Area			2,000.00	263								
Page 4 of 8	43)		Caltrans	CIP 79728	Original Area			25,000.00	-								
Page 4 of 8	44)		City of Moreno Valley	Utility relocation CIP 79728	Original Area			83,642.62	-								
Page 4 of 8	45)		City of Moreno Valley	Project Management CIP 79728	Original Area			145,000.00	52,551								
Page 4 of 8	46)		Caltrans	Source Inspection CIP 79728	Original Area			50,000.00	-								
Page 4 of 8	47)		Caltrans	State-furnished Materials CIP 79728	Original Area			50,000.00	-								
Page 4 of 8	48)		Caltrans	Construction Zone Enfrcemnt CIP 79728	Original Area			50,000.00	-								
Page 5 of 8	49)		Survey Consultant	Capital Project Contract, CIP 79728	Original Area			5,000.00	-								
Page 5 of 8	50)		Contractor	Capital Project Contract, CIP 79728	Original Area			-	-								
Page 5 of 8	51)		Falcon Engineering	Capital Project Contract, CIP 79728	Original Area			70,000.00	-								
Page 5 of 8	52)		Falcon Engineering	Constructability Review CIP 79728	Original Area			32,157.00	27,716								
Page 5 of 8	53)		Geotechnical Consultant	Capital Project Contract, CIP 79728	Original Area			5,000.00	-								
Page 5 of 8	54)		City of Moreno Valley	Project Management CIP 79728	Original Area			70,000.00	-								
Page 5 of 8	55)		Parsons Transportation	Contractual Services CIP 79728	Original Area			350,000.00	426,466								
Page 5 of 8	56)		City of Moreno Valley	Advertising/Bidding Expenses CIP 79728	Original Area			10,000.00	-								
Page 5 of 8	57)		EMWD	Meters - CIP 79728	Original Area			15,000.00	-								
Page 5 of 8	58)		RCFC&WCD	Fees CIP 79728	Original Area			5,000.00	-								
			Gibbs, Gideon, Locher, Turner & Senet	Advertising/bidding expenses - Spec Revisions CIP 79728	Original Area				7,287								
Page 5 of 8	59)	Morrison Park Fire Station CIP 79729 (old 91729)	City of Moreno Valley	Project Management CIP 79729	Original Area			108,344.60	103,677								
Page 5 of 8	60)		STK Architecture	Capital Project Contract, CIP 79729	Original Area			200,000.00	146,784								
Page 5 of 8	61)		Silver Creek Industries	Capital Project Contract, CIP 79729	Original Area			3,000,000.00	1,649,492								
Page 5 of 8	62)		Enco Utility	Capital Project Contract, CIP 79729	Original Area			2,100.00	1,260								
Page 5 of 8	63)		Riverside County IT	Capital Project Contract, CIP 79729	Original Area			13,210.00	4,534								
Page 5 of 8	64)		McCain Traffic Supply	Capital Project Contract, CIP 79729	Original Area			5,200.00	-								
Page 5 of 8	65)		Southern Ca Gas Co.	Capital Project Contract, CIP 79729	Original Area			5,600.00	11,173								
Page 5 of 8	66)		Construction Contract	Construction Costs CIP 79729	Original Area			345,579.49	10,343								
Page 5 of 8	67)	Moreno Beach Ramps - Phase 1 CIP 79731 (old 91731)	City of Moreno Valley	Project Management CIP 79731	Original Area			80,000.00	45,566								
Page 5 of 8	68)		Parsons Transportation	Capital Project Contract, CIP 79731	Original Area			27,054.25	27,054								
Page 5 of 8	69)		Staff Consultants	Capital Project Contract CIP 79731	Original Area			10,873.88	210								
Page 5 of 8	70)		So. Calif. Edison	Utility relocation CIP 79731	Original Area			240,472.00	-								
Page 5 of 8	71)		Caltrans	State Furnished Materials CIP 79731	Original Area			50,000.00	-								
Page 5 of 8	72)		Caltrans	Source Inspection CIP 79731	Original Area			50,000.00	-								
Page 5 of 8	73)		Survey Consultant	Capital Project Contract CIP 79731	Original Area			5,000.00	-								
Page 5 of 8	74)		City of Moreno Valley - CM/Inspection	Capital Project Contract CIP 79731	Original Area			30,000.00	-								
Page 5 of 8	75)		Geotechnical Consultant	Capital Project Contract CIP 79731	Original Area			5,000.00	-								
Page 5 of 8	76)		Falcon Engineering	Constructability Review CIP 79731	Original Area			25,000.00	7,987								
Page 5 of 8	77)		City of Moreno Valley	Project Management CIP 79731	Original Area			74,449.00	-								
Page 5 of 8	78)		RCFC&WCD	Inspection fees CIP 79731	Original Area			10,000.00	-								
Page 5 of 8	79)		CHP	Const. zone enforcement CIP 79731	Original Area			-	-								
Page 5 of 8	80)		City of Moreno Valley	Advertising & bidding CIP 79731	Original Area			10,000.00	-								
Page 5 of 8	81)		EMWD	Inspection fees CIP 79731	Original Area			-	-								
Page 5 of 8	82)		Parsons Transportation	Capital Project Contract CIP 79731	Original Area			300,000.00	238,718								
			Gibbs Gidden Locher Turner & Senet	Advertising/bidding expenses - Spec Revisions CIP 79731	Original Area				7,287								
			A&I Reprographics	Advertising/bidding expenses - Spec Revisions CIP 79732	Original Area				3,010								
Page 6 of 8	83)	Tax Sharing Agreement/Flood Control Agreement	Riverside Flood Control and Water Conservation Dist.	Pass Through for the Construction of Storm Drain Projects CIP 99524	Original Area											5,639,404.43	5,639,404
Page 6 of 8	84)	Acquisition of Properties/Loan	Moreno Valley Housing Authority	Satisfaction of Debt	Original Area											3,386,697.00	3,386,697
Page 7 of 8	1)	City/Agency Employee Payroll	City of Moreno Valley/Employees	Payroll Costs	Original Area							247,665.00	111,553.53				
Page 7 of 8	2)	City/Agency - Operating Costs	City of Moreno Valley	Operating Costs	Original Area							60,000.00	6,094.25				

MV00186910

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County: **Riverside**

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RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS I)
January 1, 2012 through June 30, 2012

						LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other	
Page/Form	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual
ROPS I		**Grand Total**				$ -	$ -	$ 7,067,970	$ 3,556,627	$ 394,296	$ 115,033	$ 307,665	$ 117,648	$ 12,229,290	11,966,792	$ 9,026,101	$ 9,026,101
Page 8 of 8	1)	Section 33676 2% Pass Through*	Moreno Valley & Val Verde Unified SDs	Payments per former CRL 33676 - Estimates on ROPS I Reduced payments to be made in Jan & June 2012 - Actual payment made from Jan 2012 RPTTF only.										[illegible]	409,807.97		
Page 8 of 8	2)	Section 33676 2% Pass Through*	Riverside City Community College	Payments per former CRL 33676 - Estimates on ROPS I Reduced payments to be made in Jan & June 2012 - Actual payment made from Jan 2012 RPTTF only.										[illegible]	81,284.27		
Page 8 of 8	3)	Section 33676 2% Pass Through*	School Funds	Payments per former CRL 33676 - Estimates on ROPS I Reduced payments to be made in Jan & June 2012 - Actual payment made from Jan 2012 RPTTF only.										[illegible]	862.51		
Page 8 of 8	4)	Section 33676 2% Pass Through*	Co Supt of Schools	Payments per former CRL 33676 - Estimates on ROPS I Reduced payments to be made in Jan & June 2012 - Actual payment made from Jan 2012 RPTTF only.										[illegible]	65,300.32		
Page 8 of 8	5)	Tax Sharing Agreement/County Pass Through Agreement*	County of Riverside	Per Pass Through Agreement - Estimates on ROPS I Reduced payments to be made in Jan & June 2012 - Actual payment made from Jan 2012 RPTTF only.										[illegible]	1,615,184.67		
Page 8 of 8	6)	SB 2557 County Admin Fees	County of Riverside	County Administrative Fees										233,646.02	233,646.02		
Page 8 of 8	7)	Tax Sharing Agreement/Flood Control Agreement	Riverside Flood Control and Water Conservation Dist.	Per Pass Through Agreement										781,573.00	781,573.00		

* Estimates in the original ROPS for January 1, 2012 through June 30, 2012 included pass through payment estimates for January and June Payments. Actual payments for the same period were only for January 2012 payments. The June 2012 actual payments were made from the RPTTF for the period covering July 1, 2012 through December 31, 2012 and will be reported on the Pass Through payments to the Taxing Agencies and the County of Riverside were made on the Auditor-County Pass-Thru Calendar.

MV00186911

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	<CityAttorney>
CITY MANAGER	<CityManager>

Report to City Council

TO: Mayor and City Council acting in their capacity as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: December 11, 2012

TITLE: RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING INDEPENDENT ACCOUNTANT'S REPORT OF THE DUE DILIGENCE REVIEW OF ALL FUNDS AND ACCOUNTS OTHER THAN THE LOW AND MODERATE INCOME HOUSING FUND PURSUANT TO SECTIONS 34179.5 AND 34179.6 OF THE DISSOLUTION ACT

RECOMMENDED ACTION

Recommendations:

1. That the City Council as Successor Agency adopt Resolution No. SA 2012-102 approving the Independent Accountant's Report of the Due Diligence Review of the Non-Housing Assets Conducted Pursuant to Section 34179.5 for the Non-Housing Funds.

2. Authorize staff to transmit the Report to the Oversight Board and to the County Auditor-Controller (CAC), State Controller's Office (SCO), and Department of Finance (DOF) Pursuant to Section 34179.6 of the Dissolution Act.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

On December 29, 2011, the California Supreme Court delivered a decision requiring all California redevelopment agencies, including the Community Redevelopment Agency of the City of Moreno Valley, to be dissolved as of February 1, 2012. Following the Supreme Court decision, on January 10, 2012, The City Council elected the City of Moreno Valley to become the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley (RDA) pursuant to Part 1.85 of Division 24 of the Health and Safety Code. As Successor Agency, the City is responsible for winding down the affairs of the redevelopment agency including disposing of its assets; making payments and performing other obligations due for Enforceable Obligations of the former RDA. In order to facilitate the process, on February 28, 2012, the City Council adopted Resolution No. 2012-13 approving a Recognized Obligation Payment Schedule (ROPS) for the period of January 1, 2012 through June 30, 2012, Resolution No. 2012-22 on April 10, 2012, approving a Second Recognized Obligation Payment Schedule for the period of July 1, 2012 through December 31, 2012, and Resolution No. 2012-71 on August 28, 2012 for the period of January 1, 2013 through June 30, 2013.

DISCUSSION

The Dissolution Act, Parts 1.8 and 1.85 of the California Health and Safety Code, as modified by the Supreme Court's opinion in California Redevelopment Association, et al. v. Ana Matosantos, et al., Case No. S194861 and as amended by Assembly Bill 1484 chaptered and effective June 27, 2012, in particular Section 34719.5, require the Successor Agency to retain a licensed accountant for the purposes of determining the unobligated fund balances available for transfer to the taxing agencies, including the City's General Fund. Two due diligence reviews are required, one related to housing assets and obligations and the other related to non-housing assets and obligations. The first accountant's report, which was previously approved by the Successor Agency by its Resolution No. 2012-81 as adopted on October 9, 2012 pertains to the Low and Moderate Income Housing fund. A second accountant's report (the "Report", as attached) pertains to all funds and accounts other than the Low and Moderate Income Housing Fund ("Non-Housing Funds"). The Successor Agency must review, approve, and submit the report to the Oversight Board and to the CAC, SCO, and DOF by December 15, 2012. Under the Dissolution Act, the Oversight Board is, by January 15, 2013, to complete a public comment session, review public comments and consider the results/opinions offered by the CAC, and then review, approve and transmit the report again to the CAC, SCO, and DOF.

Licensed Accountant

As presented at the August meeting, the Successor Agency selected and the CAC approved Lance, Soll & Lunghard, LLP an accounting firm with experience and expertise in local government accounting to conduct the due diligence reviews to determine the unobligated balances available for transfer to taxing entities relating to housing and non-housing assets and obligations in order to ascertain unobligated cash or cash equivalent balances that would be available for transfer to local taxing entities.

Lance, Soll & Lunghard, LLP delayed commencing work on the due diligence review until the review standards were developed and issued by the DOF as below described.
In July and August of this year, members of the Governmental Accounting and Auditing Committee of the California Society of Certified Public Accountants ("CalCPA"), along with the SCO and the DOF, developed the review standards/agreed upon procedures. On August 30, 2012, the DOF posted the standards/procedures and Lance, Soll & Lunghard, LLP began work on the housing due diligence review and later commenced work on the Report.

Legal Requirements and Standards for the Due Diligence Review

Under Section 34179.5, the due diligence review requires the independent accountant to reconcile assets, balances and liabilities with previous reports made to the State. Further, this review includes valuation of cash and cash equivalents with respect to Non-Housing Funds, and obligations. "At a minimum, the [due diligence] review required by this section shall include the following: ... '[a]n itemized statement of the values of any assets that are not cash or cash equivalents. This may include physical assets, land, records, and equipment.' ..."
The review and report occurs as to housing assets between August and November 2012, and as to non-housing assets between November 2012 and April 2013. The review process entails several steps in order to be completed as required, and the penalty for failure to pay or transfer will result in the DOF causing the equivalent amount(s) to be deducted from sales and use taxes and/or property taxes due to the City, as the sponsoring community.

KEY DATES – DUE DILIGENCE REVIEW SCHEDULE AND DEADLINES		
	Housing Review	**Non-Housing Review**
Due Diligence Review Due from Successor Agency to Oversight Board	October 1, 2012	December 15, 2012
Oversight Board Deadline to Conduct Hearing, Review, Approve and Submit Due Diligence Review	October 15, 2012	January 15, 2013
DOF Deadline to issue "Finding of Completion"	November 9, 2012	April 1, 2013
Successor Agency Deadline to Request Meet and Confer with DOF about Reviews	Five (5) Days of DOF Action, no Later than November 16, 2012	Five (5) Days of DOF Action, no Later than April 6, 2013
Successor Agency Deadline to Make Transfers to County Auditor-Controller based on DOF Findings	November 28, 2012	April 10, 2013

FINDINGS

Attached to this report and Resolution is the Due Diligence Review for Non-Housing Assets transmitted by the Successor Agency to the Oversight Board. Lance, Soll & Lunghard, LLP reviewed cash and non-cash balances, expenditures, revenues and transfers prior to and following dissolution on February 1, 2012. In general, the activities noted in the due diligence review report reflect transactions associated with the former Redevelopment Agency other than the Low and Moderate Income Housing transactions.

ALTERNATIVES

1. Adopt the attached resolution, which approves the Due Diligence Review of Non-Housing Funds, and authorizing transmit the Report to the Oversight Board and to the County Auditor-Controller (CAC), State Controller's Office (SCO), and Department of Finance (DOF) Pursuant to Section 34179.6 of the Dissolution Act. *Staff recommends this alternative in order for the Successor Agency to comply with the statutory requirements.*

2. Decline to adopt the attached resolution. *Staff does not recommend this alternative as the City, acting as the Successor Agency, would be subject to civil penalties for noncompliance with the law.*

FISCAL IMPACT

The fee associated with the services provided by Lance Soll & Lunghard, LLP to perform the Due Diligence Review of the Non-Housing Assets is estimated not to exceed $10,000.

SUMMARY

As Successor Agency, the City is responsible for winding down the affairs of the redevelopment agency including disposing of its assets; making payments and performing other obligations due for Enforceable Obligations of the former RDA. In addition, the State Legislature passed the Assembly Bill 1484. Section 34179.5 of the AB 1484 provides that the Due Diligence Review of the Non-Housing Funds be performed by a licensed accountant. Pursuant to the Dissolution Act, the resolution directs staff to submit the due diligence review report to the Oversight Board, CAC, the SCO, and DOF. Once approved and submitted by the Successor Agency, the Oversight Board would conduct two meetings on this due diligence review of the Non-Housing Funds. At the first meeting the Oversight Board would receive the report from the Successor Agency and direct that the report be available for public review and comment; then, the Oversight Board would convene to receive and review public

comments and comments from the CAC before approving the report and directing transmittal to the DOF. During its review, the Oversight Board may adjust the amounts and request supporting materials to facilitate its determinations. Following the Oversight Board second meeting, but no later than January 15, 2013, the due diligence review report is to be submitted to the CAC and DOF for review and final.

NOTIFICATION

No public notice is required prior to the City Council taking action on this item. However, the agenda for the meeting during which this item may be considered has been posted in the three locations that have been designated for the posting of City Council agendas.

ATTACHMENTS

Attachment 1 – Proposed Resolution
Exhibit A - The Non-Housing Funds Due Diligence Review Report

Prepared By:
Anochar Clark
Sr. Financial Analyst

Department Head Approval:
Barry Foster
Community & Economic Development Director

Concurred by:
Dante Hall
Redevelopment & Neighborhood Programs Administrator

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2012-102

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE INDEPENDENT ACCOUNTANT'S REPORT RE THE DUE DILIGENCE REVIEW AS TO ALL FUNDS AND ACCOUNTS OTHER THAN THE LOW AND MODERATE INCOME HOUSING FUND CONDUCTED PURSUANT TO SECTION 34179.5 AND AUTHORIZING STAFF TO TRANSMIT THE REPORT TO THE OVERSIGHT BOARD AND TO THE COUNTY AUDITOR-CONTROLLER, STATE CONTROLLER'S OFFICE, AND DEPARTMENT OF FINANCE PURSUANT TO SECTION 34179.6 OF THE DISSOLUTION ACT

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley ("Agency") was established as a redevelopment agency that was previously organized and existing under the California Community Redevelopment Law, Health and Safety Code Section 33000, *et seq.* ("CRL"), and previously authorized to transact business and exercise powers of a redevelopment agency pursuant to action of the City Council of the City of Moreno Valley ("City"); and

WHEREAS, Assembly Bill x1 26 chaptered and effective on June 27, 2011 added Parts 1.8 and 1.85 to Division 24 of the California Health & Safety Code, which caused the dissolution of all redevelopment agencies and winding down of the affairs of former agencies, including as such laws were amended by Assembly Bill 1484 chaptered and effective on June 27, 2012 (together, the "Dissolution Act"); and

WHEREAS, as of February 1, 2012 the Agency was dissolved pursuant to the Dissolution Act and as a separate legal entity the City serves as the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley ("Successor Agency"); and

WHEREAS, the Successor Agency administers the enforceable obligations of the former Agency and otherwise unwinds the Agency's affairs, all subject to the review and approval by a seven-member oversight board (the "Oversight Board"); and

WHEREAS, Section 34179.5 requires the Successor Agency to employ a licensed accountant approved by the Riverside County Auditor-Controller to perform a due diligence review and report on the amount of funds transferred from the former Community Redevelopment Agency of the City of Moreno Valley with regard to housing funds and accounts ("Housing Funds") and a separate such report with respect to all funds and accounts other than Housing Funds ("Non-Housing Funds"); and

WHEREAS, on July 30, 2012, the Riverside County Auditor-Controller provided written approval to Successor Agency staff of their selection of *Lance, Soll & Lunghard, LLP* as the licensed accountant to perform the due diligence reviews as to Housing Funds and as to Non-Housing Funds for the Successor Agency; and

WHEREAS, on August 30, 2012, the Department of Finance posted on its official website the agreed-upon procedures to conduct the due diligence reviews; and

WHEREAS, in accordance with the provisions of the agreed-upon procedures and provisions of Section 34179.5, *Lance, Soll & Lunghard, LLP* has previously completed the due diligence review and report with respect to Housing Funds, a copy of which was submitted with Resolution No. 2012-81 of the Successor Agency, and which was subsequently approved by the Oversight Board on October 15, 2012 by its Resolution No. OB 2012-20, and was thereafter submitted to the Department of Finance; and

WHEREAS, in accordance with the provisions of the agreed-upon procedures and provisions of Section 34179.5, Lance, Soll & Lunghard, LLP has completed the due diligence review and report with respect to Non-Housing Funds (the "Report"), a copy of which is attached hereto and incorporated by this reference; and.

NOW, THEREFORE, BE IT RESOLVED BY THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY:

SECTION 1. The foregoing recitals are incorporated into this Resolution by this reference, and constitute a material part of this Resolution.

SECTION 2. Pursuant to the Dissolution Act, the Successor Agency approves the Report as submitted herewith as Exhibit.

SECTION 3. The Successor Agency authorizes transmittal of the Report to the Oversight Board for its review and approval and also directs staff to send such report to the County Auditor-Controller, State Controller's Office and Department of Finance, pursuant to Section 34179.6.

SECTION 4. The Finance Director of the Successor Agency or her authorized is directed to post this Resolution on the Successor Agency website pursuant to the Dissolution Act.

SECTION 5. This Resolution shall be effective immediately upon adoption.

SECTION 6. The City Clerk shall certify to the adoption of this resolution.

APPROVED AND ADOPTED this 11th day of December, 2012

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00186919

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-102 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of December, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

LSL
CERTIFIED PUBLIC ACCOUNTANTS

Successor Agency of the Former Community Redevelopment Agency of the City of Moreno Valley

Due Diligence Review of the Other Redevelopment Agency Funds Pursuant to Sections 34179.5(c)(1) through 34179.5(c)(6) of Assembly Bill No. 1484 of 2012

Lance Soll & Lunghard, LLP

Orange County
Silicon Valley
Temecula Valley

www.lslcpas.com

Successor Agency
of the Former Community Redevelopment
Agency of the City of Moreno Valley

Due Diligence Review
of the Other Redevelopment Agency Funds
Pursuant to Sections 34179.5(c)(1) through 34179.5(c)(6)
of Assembly Bill No. 1484 of 2012

LSL
CERTIFIED PUBLIC ACCOUNTANTS

- Brandon W. Burrows, CPA
- David E. Hale, CPA, CFP
  A Professional Corporation
- Donald G. Slater, CPA
- Richard K. Kikuchi, CPA
- Susan F. Matz, CPA
- Shelly K. Jackley, CPA
- Bryan S. Gruber, CPA
- Deborah A. Harper, CPA

INDEPENDENT ACCOUNTANTS' REPORT ON APPLYING AGREED-UPON PROCEDURES

To the Successor Agency of the
Former Community Redevelopment Agency of the City of Moreno Valley
City of Moreno Valley, California

We have performed the procedures enumerated in Attachment A for the Other Redevelopment Agency Funds, which were agreed to by the California State Controller's Office and the State of California Department of Finance (State Agencies) solely to assist you in ensuring that the dissolved redevelopment agency is complying with Assembly Bill 1484, Chapter 26, Section 17's amendment to health and safety code 34179.5. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Management of the successor agency is responsible for providing all the information obtained in performing these procedures. The sufficiency of these procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representations regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

As stated above, the scope of this engagement was limited to performing the procedures identified in Attachment A, which specified the "List of Procedures for the Due Diligence Review" obtained from the California Department of Finance Website.

The results of the procedures performed are identified in Attachment B1 through B11.

We were not engaged to and did not conduct an audit, the objective of which would be the expression of a certified opinion as to the appropriateness of the results of the procedures performed. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to the Successor Agency.

This report is intended solely for the information and use of the Successor Agency Oversight Board, the Successor Agency and the applicable State Agencies, and is not intended to be, and should not be used by anyone other than these specified parties. This restriction is not intended to limit distribution of this report, which is a matter of public record.

Lance, Soll & Lunghard, LLP

Brea, California
November 29, 2012

Lance, Soll & Lunghard, LLP 203 North Brea Boulevard • Suite 203 • Brea, CA 92821 • TEL: 714.672.0022 • Fax: 714.672.0331 www.lslcpas.com
Orange County • Temecula Valley • Silicon Valley

ATTACHMENT A

List of Procedures for Due Diligence Review of the Other Redevelopment Agency Funds

1. Obtain from the Successor Agency a listing of all assets that were transferred from the former redevelopment agency to the Successor Agency on February 1, 2012. Agree the amounts on this listing to account balances established in the accounting records of the Successor Agency. Identify in the Agreed-Upon Procedures (AUP) report the amount of the assets transferred to the Successor Agency as of that date.

2. If the State Controller's Office has completed its review of transfers required under both sections 34167.5 and 34178.8 and issued its report regarding such review, attach a copy of that report as an exhibit to the AUP report. If this has not yet occurred, perform the following procedures:

   a. Obtain a listing prepared by the Successor Agency of transfers (excluding payments for goods and services) from the former redevelopment agency to the city, county, or city and county that formed the redevelopment agency for the period from January 1, 2011 through January 31, 2012. For each transfer, the Successor Agency should describe the purpose of the transfer and describe in what sense the transfer was required by one of the Agency's enforceable obligations or other legal requirements. Provide this listing as an attachment to the AUP report.

   b. Obtain a listing prepared by the Successor Agency of transfers (excluding payments for goods and services) from the Successor Agency to the city, county, or city and county that formed the redevelopment agency for the period from February 1, 2012 through June 30, 2012. For each transfer, the Successor Agency should describe the purpose of the transfer and describe in what sense the transfer was required by one of the Agency's enforceable obligations or other legal requirements. Provide this listing as an attachment to the AUP report.

   c. For each transfer, obtain the legal document that formed the basis for the enforceable obligation that required any transfer. Note in the AUP report the absence of any such legal document or the absence of language in the document that required the transfer.

3. If the State Controller's Office has completed its review of transfers required under both Sections 34167.5 and 34178.8 and issued its report regarding such review, attach a copy of that report as an exhibit to the AUP report. If this has not yet occurred, perform the following procedures:

   a. Obtain a listing prepared by the Successor Agency of transfers (excluding payments for goods and services) from the former redevelopment agency to any other public agency or to private parties for the period from January 1, 2011 through January 31, 2012. For each transfer, the Successor Agency should describe the purpose of the transfer and describe in what sense the transfer was required by one of the Agency's enforceable obligations or other legal requirements. Provide this listing as an attachment to the AUP report.

   b. Obtain a listing prepared by the Successor Agency of transfers (excluding payments for goods and services) from the Successor Agency to any other public agency or private parties for the period from February 1, 2012 through June 30, 2012. For each transfer, the Successor Agency should describe the purpose of the transfer and describe in what sense the transfer was required by one of the Agency's enforceable obligations or other legal requirements. Provide this listing as an attachment to the AUP report.

   c. For each transfer, obtain the legal document that formed the basis for the enforceable obligation that required any transfer. Note in the AUP report the absence of any such legal document or the absence of language in the document that required the transfer.

MV00186924

List of Procedures for Due Diligence Review for the Other Redevelopment Agency Funds (Continued)

4. Perform the following procedures:

    a. Obtain from the Successor Agency a summary of the financial transactions of the Redevelopment Agency and the Successor Agency in the format set forth in the attached schedule for the fiscal periods indicated in the schedule. For purposes of this summary, the financial transactions should be presented using the modified accrual basis of accounting. End of year balances for capital assets (in total) and long-term liabilities (in total) should be presented at the bottom of this summary schedule for information purposes.

    b. Ascertain that for each period presented, the total of revenues, expenditures, and transfers accounts fully for the changes in equity from the previous fiscal period.

    c. Compare amounts in the schedule relevant to the fiscal year ended June 30, 2010 to the state controller's report filed for the Redevelopment Agency for that period.

    d. Compare amounts in the schedule for the other fiscal periods presented to account balances in the accounting records or other supporting schedules. Describe in the report the type of support provided for each fiscal period.

5. Obtain from the Successor Agency a listing of all assets of the Low and Moderate Income Housing Fund as of June 30, 2012 for the report that is due October 1, 2012 and a listing of all assets of all other funds of the Successor Agency as of June 30, 2012 (excluding the previously reported assets of the Low and Moderate Income Housing Fund) for the report that is due December 15, 2012. When this procedure is applied to the Low and Moderate Income Housing Fund, the schedule attached as an exhibit will include only those assets of the Low and Moderate Income Housing Fund that were held by the Successor Agency as of June 30, 2012 and will exclude all assets held by the entity that assumed the housing function previously performed by the former redevelopment agency. Agree the assets so listed to recorded balances reflected in the accounting records of the Successor Agency. The listing should be attached as an exhibit to the appropriate AUP report.

6. Obtain from the Successor Agency a listing of asset balances held on June 30, 2012 that are restricted for the following purposes:

    a. Unspent bond proceeds:

        i. Obtain the Successor Agency's computation of the restricted balances (e.g., total proceeds less eligible project expenditures, amounts set aside for debt service payments, etc.).

        ii. Trace individual components of this computation to related account balances in the accounting records, or to other supporting documentation (specify in the AUP report a description of such documentation).

        iii. Obtain from the Successor Agency a copy of the legal document that sets forth the restriction pertaining to these balances. Note in the AUP report the absence of language restricting the use of the balances that were identified by the Successor Agency as restricted.

    b. Grant proceeds and program income that are restricted by third parties:

        i. Obtain the Successor Agency's computation of the restricted balances (e.g., total proceeds less eligible project expenditures).

        ii. Trace individual components of this computation to related account balances in the accounting records, or to other supporting documentation (specify in the AUP report a description of such documentation).

List of Procedures for Due Diligence Review for the Other Redevelopment Agency Funds (Continued)

iii. Obtain from the Successor Agency a copy of the grant agreement that sets forth the restriction pertaining to these balances. Note in the AUP report the absence of language restricting the use of the balances that were identified by the Successor Agency as restricted.

c. Other assets considered to be legally restricted:

i. Obtain the Successor Agency's computation of the restricted balances (e.g., total proceeds less eligible project expenditures).

ii. Trace individual components of this computation to related account balances in the accounting records, or to other supporting documentation (specify in the AUP report a description of such documentation).

iii. Obtain from the Successor Agency a copy of the legal document that sets forth the restriction pertaining to these balances. Note in the AUP report the absence of language restricting the use of the balances that were identified by Successor the Agency as restricted.

d. Attach the above mentioned Successor Agency prepared schedule(s) as an exhibit to the AUP report. For each restriction identified on these schedules, indicate in the report the period of time for which the restrictions are in effect. If the restrictions are in effect until the related assets are expended for their intended purpose, this should be indicated in the report.

7. Perform the following:

a. Obtain from the Successor Agency a listing of assets as of June 30, 2012 that are **not** liquid or otherwise available for distribution (such as capital assets, land held for resale, long-term receivables, etc.) and ascertain if the values are listed at either purchase cost (based on book value reflected in the accounting records of the Successor Agency) or market value as recently estimated by the Successor Agency.

b. If the assets listed at 7(A) are listed at purchase cost, trace the amounts to a previously audited financial statement (or to the accounting records of the Successor Agency) and note any differences.

c. For any differences noted in 7(B), inspect evidence of disposal of the asset and ascertain that the proceeds were deposited into the Successor Agency trust fund. If the differences are due to additions (this generally is not expected to occur), inspect the supporting documentation and note the circumstances.

d. If the assets listed at 7(A) are listed at recently estimated market value, inspect the evidence (if any) supporting the value and note the methodology used. If no evidence is available to support the value and\or methodology, note the lack of evidence.

8. Perform the following:

a. If the Successor Agency believes that asset balances need to be retained to satisfy enforceable obligations, obtain from the Successor Agency an itemized schedule of asset balances (resources) as of June 30, 2012 that are dedicated or restricted for the funding of enforceable obligations and perform the following procedures. The schedule should identify the amount dedicated or restricted, the nature of the dedication or restriction, the specific enforceable obligation to which the dedication or restriction relates, and the language in the legal document that is associated with the enforceable obligation that specifies the dedication of existing asset balances toward payment of that obligation.

i. Compare all information on the schedule to the legal documents that form the basis for the dedication or restriction of the resource balance in question.

List of Procedures for Due Diligence Review for the Other Redevelopment Agency Funds (Continued)

ii. Compare all current balances to the amounts reported in the accounting records of the Successor Agency or to an alternative computation.

iii. Compare the specified enforceable obligations to those that were included in the final Recognized Obligation Payment Schedule approved by the California Department of Finance.

iv. Attach as an exhibit to the report the listing obtained from the Successor Agency. Identify in the report any listed balances for which the Successor Agency was unable to provide appropriate restricting language in the legal document associated with the enforceable obligation.

b. If the Successor Agency believes that future revenues together with balances dedicated or restricted to an enforceable obligation are insufficient to fund future obligation payments and thus retention of current balances is required, obtain from the Successor Agency a schedule of approved enforceable obligations that includes a projection of the annual spending requirements to satisfy each obligation and a projection of the annual revenues available to fund those requirements and perform the following procedures:

i. Compare the enforceable obligations to those that were approved by the California Department of Finance. Procedures to accomplish this may include reviewing the letter from the California Department of Finance approving the Recognized Enforceable Obligation Payment Schedules for the six month period from January 1, 2012 through June 30, 2012 and for the six month period July 1, 2012 through December 31, 2012.

ii. Compare the forecasted annual spending requirements to the legal document supporting each enforceable obligation.

a. Obtain from the Successor Agency its assumptions relating to the forecasted annual spending requirements and disclose in the report major assumptions associated with the projections.

iii. For the forecasted annual revenues:

a. Obtain from the Successor Agency its assumptions for the forecasted annual revenues and disclose in the report major assumptions associated with the projections.

c. If the Successor Agency believes that projected property tax revenues and other general purpose revenues to be received by the Successor Agency are insufficient to pay bond debt service payments (considering both the timing and amount of the related cash flows), obtain from the Successor Agency a schedule demonstrating this insufficiency and apply the following procedures to the information reflected in that schedule.

i. Compare the timing and amounts of bond debt service payments to the related bond debt service schedules in the bond agreement.

ii. Obtain the assumptions for the forecasted property tax revenues and disclose major assumptions associated with the projections.

iii. Obtain the assumptions for the forecasted other general purpose revenues and disclose major assumptions associated with the projections.

d. If procedures A, B, or C were performed, calculate the amount of current unrestricted balances necessary for retention in order to meet the enforceable obligations by performing the following procedures.

List of Procedures for Due Diligence Review for the Other Redevelopment Agency Funds (Continued)

i. Combine the amount of identified current dedicated or restricted balances and the amount of forecasted annual revenues to arrive at the amount of total resources available to fund enforceable obligations.

ii. Reduce the amount of total resources available by the amount forecasted for the annual spending requirements. A negative result indicates the amount of current unrestricted balances that needs to be retained.

iii. Include the calculation in the AUP report.

9. If the Successor Agency believes that cash balances as of June 30, 2012 need to be retained to satisfy obligations on the Recognized Obligation Payment Schedule (ROPS) for the period of July 1, 2012 through June 30, 2013, obtain a copy of the final ROPS for the period of July 1, 2012 through December 31, 2012 and a copy of the final ROPS for the period January 1, 2013 through June 30, 2013. For each obligation listed on the ROPS, the Successor Agency should add columns identifying (1) any dollar amounts of existing cash that are needed to satisfy that obligation and (2) the Successor Agency's explanation as to why the Successor Agency believes that such balances are needed to satisfy the obligation. Include this schedule as an attachment to the AUP report.

10. Include (or present) a schedule detailing the computation of the Balance Available for Allocation to Affected Taxing Entities. Amounts included in the calculation should agree to the results of the procedures performed in each section above. The schedule should also include a deduction to recognize amounts already paid to the County Auditor-Controller on July 12, 2012 as directed by the California Department of Finance. The amount of this deduction presented should be agreed to evidence of payment. The attached example summary schedule may be considered for this purpose. Separate schedules should be completed for the Low and Moderate Income Housing Fund and for all other funds combined (excluding the Low and Moderate Income Housing Fund).

11. Obtain a representation letter from Successor Agency management acknowledging their responsibility for the data provided to the practitioner and the data presented in the report or in any attachments to the report. Included in the representations should be an acknowledgment that management is not aware of any transfers (as defined by Section 34179.5) from either the former redevelopment agency or the Successor Agency to other parties for the period from January 1, 2011 through June 30, 2012 that have not been properly identified in the AUP report and its related exhibits. Management's refusal to sign the representation letter should be noted in the AUP report as required by attestation standards.

MV00186928

Procedure 1

ATTACHMENT B1

List of Assets Transferred from the Former Redevelopment Agency to the Successor Agency
Other Redevelopment Agency Funds
As of February 1, 2012

Asset		Balance at 2/1/2012
Cash and investments		$ 33,359,656
Cash with fiscal agent		1,019,640
Notes and loans receivable		189,000
	Total Assets transferred:	**$ 34,568,296**

MV00186929

Procedure 2
Listing of Transfers (Excluding Payments for Goods and Services) to the City
Other Redevelopment Agency Funds
For the Period from January 1, 2011 through June 30, 2012

ATTACHMENT B2

Describe Purpose of Transfer	Enforceable Obligation (EO)/ Other Legal Requirement (LR)	Amount	Legal Documentation Obtained? (Y/N)
From former Redevelopment Agency to City for January 1, 2011 through January 31, 2012			
No transfers were made to the City during this time period or they were diminimus			
From Successor Agency to City for February 1, 2012 through June 30, 2012			
No transfers were made to the City during this time period or they were diminimus			

MV00186930

Procedure 3
Listing of Transfers (Excluding Payments for Goods and Services) to Other Public Agencies or Private Parties
Other Redevelopment Agency Funds
For the Period from January 1, 2011 through June 30, 2012

ATTACHMENT B3

Describe Purpose of Transfer	Enforceable Obligation (EO)/ Other Legal Requirement (LR)	Amount	Legal Documentation Obtained? (Y/N)
From former Redevelopment Agency to other public agencies or private parties for January 1, 2011 through January 31, 2012			
No transfers were made to the other public agencies or private parties during this time period or they were diminimus			
From Successor Agency to other public agencies or private parties for February 1, 2012 through June 30, 2012			
No transfers were made to the other public agencies or private parties during this time period or they were diminimus			

MV00186931

Procedure 4 **ATTACHMENT B4**

Summary of the Financial Transactions of Redevelopment Agency and Successor Agency
All Funds
Per schedule attached to List of Procedures for Due Diligence Review

	Redevelopment Agency 12 Months Ended 6/30/2010	Redevelopment Agency 12 Months Ended 6/30/2011	Redevelopment Agency 7 Months Ended 1/31/2012	Successor Agency 5 Months Ended 6/30/2012
Assets (modified accrual basis)				
Cash and investments	$ 81,080,237	$ 51,063,099	$ 38,724,650	$ 31,295,187
Accounts receivable	22,578	48,685	50,000	-
Notes and loans receivable	17,567,422	20,519,937	25,828,520	157,500
Interest receivable	231,022	471,543	590,527	-
Taxes receivable	73,572	-	-	-
Land held for resale	3,916,126	3,916,126	3,916,126	-
Due from other governments	-	529	-	-
Due from the City of Moreno Valley	4,500	-	-	-
Advances to other funds	3,564,945	3,386,697	3,386,697	-
Advances to the City of Moreno Valley	220,500	189,000	189,000	-
Total Assets	$ 106,680,902	$ 79,595,616	$ 72,685,520	$ 31,452,687
Liabilities (modified accrual basis)				
Accounts payable	$ 191,611	$ 1,777,712	$ 757,384	$ 2,212,237
Accrued liabilities	77,214	24,654	-	11,015
Deferred revenue	243,023	480,543	608,110	7,500
Due to other governments	4,846,739	5,639,404	-	-
Due to the City of Moreno Valley	1,932,005	9,378	-	-
Advances from other funds	3,564,945	3,386,697	3,386,697	-
Total Liabilities	10,855,537	11,318,388	4,752,191	2,230,752
Equity	95,825,365	68,277,228	67,933,329	29,221,935
Total Liabilities + Equity	$ 106,680,902	$ 79,595,616	$ 72,685,520	$ 31,452,687
Total Revenues:	$ 24,406,105	$ 23,606,240	$ 11,310,889	$ 31,986,208
Total Expenditures:	25,923,147	51,154,377	11,654,788	5,771,652
Total Transfers:	-	-	-	3,007,379
Net change in equity	(1,517,042)	(27,548,137)	(343,899)	29,221,935
Beginning Equity:	97,342,407	95,825,365	68,277,228	-
Ending Equity:	$ 95,825,365	$ 68,277,228	$ 67,933,329	$ 29,221,935
Other Information (show year end balances for all four periods presented):				
Capital assets as of end of year	$ 23,258,824	$ 28,054,392	$ 30,503,500	$ 34,637,459
Long-term debt as of end of year	102,481,639	78,432,152	60,355,032	59,948,686

MV00186932

Procedure 5
Listing of All Assets
Other Redevelopment Agency Funds
As of June 30, 2012

ATTACHMENT B5

Assets				Amount
Cash				
	4800-100100	Cash in Bank	$ (6,871,564)	
	4800-100110	Cash inter-company	2,490,162	
	4820-100100	Cash in Bank	(2,964,749)	
	4820-100110	Cash inter-company	2,386,321	
	4821-100100	Cash in Bank	2,569,197	
	4821-100110	Cash inter-company	4,073,921	
	4850-100100	Cash in Bank	6,082,180	
	4850-100110	Cash inter-company	(938,185)	
	4851-100100	Cash in Bank	2,268,784	
	4851-100110	Cash inter-company	(1,019,639)	
		TOTAL CASH:		$ 8,076,428
Investments				
	4800-100130	Investments	742,408	
	4820-100130	Investments	18,759	
	4821-100130	Investments	19,920,231	
		TOTAL INVESTEMENTS:		20,681,398
Cash with fiscal agent				
	4851-101100	Cash with fiscal agent	2	
		TOTAL CASH WITH FISCAL AGENT:		2
Notes and loans receivable				
	4820-104100	Notes and loans receivable	157,500	
		TOTAL NOTES AND LOANS RECEIVABLE:		157,500
			TOTAL ASSETS AT 6/30/2012:	**$ 28,915,328**

MV00186933

Procedure 6
Listing of Assets that are Restricted
Other Redevelopment Agency Funds
As of June 30, 2012

ATTACHMENT B6

Item #	Description	Documentation Referenced	Amount	Purpose	Legal Documentation Obtained? (Y/N)
1	Cash with fiscal Agent				
	a) 2007 Tax Allocation Bonds, Series A	4851-101100	$ 2	Cash held with trustee	Y
2	Unspent bond proceeds				
	a) 2007 Tax Allocation Bonds, Series A	4821-100100	6,643,118	Proceeds for capital projects	Y
	b) 2007 Tax Allocation Bonds, Series A	4821-100130	19,920,231	Proceeds for capital projects	Y
	c) 2007 Tax Allocation Bonds, Series A	4851-100100	1,249,145	Proceeds for capital projects	Y
		TOTAL:	**$ 27,812,496**		

MV00186934

Procedure 7
Listing of Assets That Are Not Liquid or Otherwise Available for Distribution
Other Redevelopment Agency Funds
As of June 30, 2012

ATTACHMENT B7

Item #	Description	Reference	Amount	Value Method	Variance Noted? (Y/N)
1	Notes and loans receivable				
	a) Notes and loans receivable	4850-104100	$ 157,500	Cost Method	N
TOTAL RESTRICTIONS OF NON-CASH ITEMS			$ 157,500		

MV00186935

Procedure 8a **ATTACHMENT B8a**

Listing of Assets (resources) that are dedicated or restricted for the funding of enforceable obligations

Other Redevelopment Agency Funds

As of June 30, 2012

Item #	Project Name	Reference	Approved Obligation Amount	Amount Paid in Period Ending June 30, 2012	Amount Restricted for Obligation for June 30, 2012 Balance	Legal Documentation Obtained? (Y/N)
1	Administrative - payroll costs	ROPS I, Page 7 of 8, line 1	$ 247,665	$ 120,450	$ 127,215	Y
2	Administrative - operating costs	ROPS I, Page 7 of 8,line 2	60,000	7,651	52,349	Y
3	Housing Monitoring Requirements	ROPS I, Page 1 of 8, line 7	20,000	-	20,000	Y
4	Legal Service - General	ROPS I, Page 1 of 8, line 8	106,678	63,712	42,966	Y
5	weed abatement of Agency properties	ROPS I, Page 1 of 8, line 10	7,090	-	7,090	Y
6	Audit Service	ROPS I, Page 1 of 8, line 11	10,000	10,500	(500)	Y
7	Legal Service - Specific to AHA	ROPS I, Page 2 of 8, line 24	33,000	-	33,000	Y
8	Affordable Housing Agreement - LMIHF	ROPS I, Page 2 of 8, line 23	1,817,577	1,817,577	-	Y
9	Affordable Housing Agreement - RPTTF	ROPS I, Page 2 of 8, line 23	682,423	-	682,423	Y
10	Title and closing costs	ROPS I, Page 2 of 8, line 25	5,000	550	4,450	Y
			$ 2,989,433	**$ 2,020,440**	**$ 968,993**	

MV00186936

Procedure 8b **ATTACHMENT B8b**

Listing of Assets (resources) that need to be retained due to insufficient funding for the funding of enforceable obligations

Other Redevelopment Agency Funds

As of June 30, 2012

There are no assets (resources) that need to be retained due to insufficient funding for the funding of enforceable obligations

MV00186937

Procedure 8c **ATTACHMENT B8c**

Listing of Assets (resources) that need to be retained due to projected insufficient property tax revenues for bond debt payments

Other Redevelopment Agency Funds

As of June 30, 2012

There are no assets (resources) that need to be retained due to project insufficient property tax revenues for bond debt payments

MV00186938

Procedure 9 **ATTACHMENT B9**

Listing of Assets (resources) that need to be retained due to projected insufficient property tax revenues for future ROPS

Other Redevelopment Agency Funds

As of June 30, 2012

Item #	Project Name	Reference	Approved Obligation Amount	Estimated Future Revenues	Revenue Source	Amount Needed to be Retained from June 30, 2012 Balance	Identified on the ROPS 2 or 3?
1	Excel - CIP 79221	ROPS III, Item 25	$ 50,000	$ -	Reserve	$ 50,000	Y
2	Harris & Assoc. - CIP 79221	ROPS III, Item 26	176,000	-	Reserve	176,000	Y
3	Admin Cost - CIP 79221	ROPS III, Item 27	37,300	-	Reserve	37,300	Y
4	City Consultant - COP 79221	ROPS III, Item 28	9,960	-	Reserve	9,960	Y
5	Gibbs, Gilden, Locher, Turner & Senet LLP - CIP 79221	ROPS III, Item 29	85,089	-	Reserve	85,089	Y
			$ 358,349	**$ -**		**$ 358,349**	

MV00186939

Procedure 10 **ATTACHMENT B10**

Summary of Other Redevelopment Agency Funds Available for Allocation to Affected Taxing Entities

Total amount of assets held by the successor agency as of June 30, 2012 (procedure 5)		$	28,915,328
Add the amount of any assets transferred to the city or other parties for which an enforceable obligation with a third party requiring such transfer and obligating the use of the transferred assets did not exist (procedures 2 and 3)			
	To City		-
	To other parties		-
Less assets legally restricted for uses specified by debt covenants, grant restrictions, or restrictions imposed by other governments (procedure 6)			(27,812,496)
Less assets that are not cash or cash equivalents (e.g., physical assets) - (procedure 7)			(157,500)
Less balances that are legally restricted for the funding of an enforceable obligation (net of projected annual revenues available to fund those obligations) - (procedure 8)			(968,993)
Less balances needed to satisfy ROPS for the 2012-13 fiscal year (procedure 9)			(358,349)
Less the amount of payments made on July 12, 2012 to the County Auditor-Controller as directed by the California Department of Finance			-
Amount to be remitted to county for disbursement to taxing entities		$	(382,010)

MV00186940

TEL: 951.413.3021
FAX: 951.413.3096
WWW.MOVAL.ORG

MORENO VALLEY
WHERE DREAMS SOAR

14177 FREDERICK STREET
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

November 29, 2012

Lance, Soll & Lunghard, LLP
Certified Public Accountants
203 North Brea Boulevard, Suite 203
Brea, CA 92821-4056

We are providing this letter in connection with your performance of the Due Diligence Review of the Other Redevelopment Agency Funds in accordance with Assembly Bill 1484 for the Successor Agency of the former Community Redevelopment Agency of the City of Moreno Valley. We confirm that we are responsible for the complete and fair presentation of the previously mentioned review in conformity with the listed procedures of the Assembly Bill 1484 Due Diligence Review as published by the State Department of Finance on August 27, 2012. We are also responsible for adopting sound accounting policies, establishing and maintaining effective internal control over financial reporting, and preventing and detecting fraud.

We confirm, to the best of our knowledge and belief, as of the date of this letter, the following representations made to you during your review:

1. We have made available to you:

   a. In accordance with 34179.5(c)(1), the dollar value of all assets transferred from the former redevelopment agency to the successor agency on or about February 1, 2012.

   b. In accordance with 34179.5(c)(2), the dollar value of all assets and cash and cash equivalents transferred after January 1, 2011, through June 30, 2012, by the redevelopment agency or the successor agency to the city, county, or city and county that formed the redevelopment agency and the purpose of each transfer. We have also provided the documentation of any enforceable obligation that required the transfer.

   c. In accordance with 34179.5(c)(3), the dollar value of any cash or cash equivalents transferred after January 1, 2011, through June 30, 2012, by the redevelopment agency or the successor agency to any other public agency or private party and the purpose of each transfer. We have also provided documentation of any enforceable obligation that required the transfer.

   d. In accordance with 34179.5(c)(4), the expenditure and revenue accounting information and have identified transfers and funding sources for the 2010–11 and 2011–12 fiscal years that reconciles balances, assets, and liabilities of the successor agency on June 30, 2012 to those reported to the Controller for the 2009–10 fiscal year.

   e. In accordance with 34179.5(c)(5), a listing of all assets of the Low and Moderate Income Housing Fund as of June 30, 2012 for the report that is due October 1, 2012 and a listing of all assets of all other funds of the Successor Agency as of June 30, 2012 (excluding the previously reported assets of the Low and Moderate Income Housing Fund) for the report that is due December 15, 2012.

f. In accordance with 34179.5(c)(5)(B), an itemized statement listing any amounts that are legally restricted as to purpose and cannot be provided to taxing entities. This could include the proceeds of any bonds, grant funds, or funds provided by other governmental entities that place conditions on their use.

g. In accordance with 34179.5(c)(5)(C), an itemized statement of the values of any assets that are not cash or cash equivalents. This may include physical assets, land, records, and equipment. For the purpose of this accounting, physical assets may be valued at purchase cost or at any recently estimated market value.

h. In accordance with 34179.5(c)(5)(D), an itemized listing of any current balances that are legally or contractually dedicated or restricted for the funding of an enforceable obligation that identifies the nature of the dedication or restriction and the specific enforceable obligation. In addition, we have provided a listing of all approved enforceable obligations that includes a projection of annual spending requirements to satisfy each obligation and a projection of annual revenues available to fund those requirements.

i. In accordance with 34179.5(c)(5)(E), an itemized list and analysis of any amounts of current balances that are needed to satisfy obligations that will be placed on the Recognized Obligation Payment Schedules for the current fiscal year.

2. There are no material transactions that have not been properly recorded in the accounting records underlying this Due Diligence Review.

3. Management is not aware of any transfers (as defined by Section 34179.5) from either the former Redevelopment Agency or the Successor Agency to the City, other agencies or private parties for the period January 1, 2011 through June 30, 2012 that have not been identified in this report and related exhibits.

4. We acknowledge our responsibility for the design and implementation of programs and controls to prevent and detect fraud.

5. We have no knowledge of any fraud or suspected fraud affecting this Due Diligence Review involving:

   a. Management,

   b. Employees who have significant roles in internal control, or

   c. Others where the fraud could have a material effect on this Due Diligence Review.

6. We have no knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, or others.

7. When applicable, we have taken timely and appropriate steps to remedy fraud, illegal acts, violations of provisions of contracts or grant agreements, or abuse that you have reported to us.

8. We have identified to you any previous audits, attestation engagements, performance audits, state controller reports or other studies related to the objectives of this Due Diligence Review and whether related recommendations have been implemented.

9. The Successor Agency of the former Community Redevelopment Agency of the City of Moreno Valley has no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or fund equity.

MV00186942

10. We are responsible for compliance with the laws, regulations, provisions of contracts and grant agreements applicable to us, and all provisions related to the dissolution of the Redevelopment Agency in accordance with AB 1X 26 and AB 1484.

11. There are no known violations of:

    a. Laws and regulations,

    b. Provisions of contracts and grant agreements,

    c. Provisions related to the dissolution of the Redevelopment Agency in AB 1X 26 and AB 1484 whose effects should be considered for disclosure in this Due Diligence Review.

12. All bank accounts and investments associated with this review have been properly reflected in the general ledger accounting records.

13. No events, including instances of noncompliance, have occurred subsequent to the performance of this Due Diligence Review and through the date of this letter that would require adjustment to or disclosure in the aforementioned Due Diligence Review.

Signed: Richard Beckett

Title: Financial + Administrative Services Director

Signed: Cynthia Q. Fortune

Title: Financial Operations Division Manager

MV00186943

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RLH
CITY MANAGER	MO

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: December 11, 2012

TITLE: SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND (SLESF) EXPENDITURE PLAN FOR FY 2012-13

RECOMMENDED ACTION

Recommendations:

1. Approve the Supplemental Law Enforcement Services Fund (SLESF) Expenditure Plan for FY 2012-13.

2. Approve an increase of $115,970 to the SLESF Grant Fund FY 2012-13 revenue budget (account 2410-60-69-76012-486000) to reflect the total FY 2012-13 allocation of $315,970.

3. Approve an increase of $115,970 to the SLESF Grant Fund FY 2012-13 expenditure budget (account 2410-60-69-76012-620320) to reflect the FY 2012-13 planned expenditure of $315,970.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Supplemental Law Enforcement Services Fund (SLESF) provides funds to support frontline law enforcement services. Senate Bill 823 amended the Government Code Sections 30061 and 30063 to require that "The city council shall appropriate existing and anticipated moneys exclusively to fund frontline municipal police services, in

accordance with written requests submitted by the chief of police of that city or the chief administrator of the law enforcement agency that provides police services for that city." City Council's approval of the attached Supplemental Law Enforcement Services Fund (SLESF) Expenditure Plan for FY 2012-13 will meet this requirement.

DISCUSSION

The City of Moreno Valley utilizes the SLESF grant to fund up to one (1) Career Criminal Apprehension Team (CCAT) Officer and one (1) Sheriff Service Officer (SSO). The City's FY 2011-12 SLESF allocation with beginning fund balance is $315,970. This year's allocation will fund approximately .90 CCAT Officer and one (1) SSO. The General Fund will fund the remaining .10 CCAT Officer in its Special Enforcement Team (SET) budget.

Funding for the above positions was included in the FY 2012-13 budget using estimates based on the prior year SLESF allocation. Now that the actual allocation is known, staff is requesting City Council to approve the expenditure plan and to adjust the FY 2012-13 SLESF budget.

ALTERNATIVES

1. Approve the attached Supplemental Law Enforcement Services Fund (SLESF) Expenditure Plan for FY 2012-13 and related budgetary adjustments. ***Staff recommends this alternative.***

2. Do not approve the attached Supplemental Law Enforcement Services Fund (SLESF) Expenditure Plan for FY 2012-13 and related budgetary adjustments. ***Staff does not recommend this alternative as it would jeopardize SLESF funding and impact law enforcement services.***

FISCAL IMPACT

The recommended adjustments will increase the SLESF budgeted revenues and expenditures by $115,970 as identified in the following table.

Proposed Appropriation

SLESF Grant Fund	FY 2012-13 Adopted Budget	Proposed Increase	FY 2012-13 Adjusted Budget
Grant Revenue (2410-60-69-76012-486000)	$200,000	$115,970	$315,970
Expenditures (2410-60-69-76012-620320)	$200,000	$115,970	$315,970

CITY COUNCIL GOALS

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

SUMMARY

The California Government Code requires City Council's appropriation of Supplemental Law Enforcement Services Fund (SLESF) moneys for frontline municipal police services. Council's approval of the attached Supplemental Law Enforcement Services Fund Expenditure Plan for FY 2012-13 will meet this requirement. The budgetary adjustments being requested will increase to the current FY 2012-13 appropriations for both SLESF revenues and expenditures by $115,970.

ATTACHMENTS

Attachment 1: Supplemental Law Enforcement Services Fund Expenditure Plan FY 2012-13

Prepared By:
Cynthia A. Fortune
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

Concurred By:
Joel Ontiveros
Chief of Police

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Supplemental Law Enforcement Services Account
Expenditure Plan
FY 2012-2013

City: **City of Moreno Valley**

Beginning Fund Balance	-
Prior Year Allocation Received in Current Year	
Current Year Allocation	315,970.00

Expenditure Planned

Salaries and Benefits	315,970.00
Services and Supplies	
Equipment	
Administrative Overhead	
Total Planned Expenditures	315,970.00

Date approved by the City Council : _____

The City Manager hereby certifies that the Supplemental Law Enforcement Services Plan was submitted to the City Council and approved as listed.

City Manager _____ Date _____

Please provide the name of a contact person if there are any questions:

Cynthia Fortune, Fin. Ops. Div. Mgr. — Name

951-413-3062 — Contact Number

Riverside County SLESA Oversight Committee

2012-13 City Expenditure Plan Form

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RLH
CITY MANAGER	MO

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: December 11, 2012

TITLE: RESOLUTION ADJUSTING DEVELOPMENT IMPACT FEES TO ADD A CATEGORY FOR HIGH CUBE INDUSTRIAL DEVELOPMENT

RECOMMENDED ACTION

Recommendation:

1. Approve Resolution No. 2012-103 authorizing the adjustment of the City of Moreno Valley Development Impact Fees to add a category Commercial & Industrial High Cube Development.

BACKGROUND

Moreno Valley adopted its Development Impact Fee (DIF) program in 2000 in full compliance with AB 1600. For the DIF, Moreno Valley adopted two Ordinances codifying Chapter 3.38 Residential Development Impact Fees and Chapter 3.42 Commercial and Industrial Development Impact Fees. The two chapters of the City's government code permit Moreno Valley to collect Development Impact Fees based on the impacts of future development on capital facilities and infrastructure in the community. An original DIF Nexus Study was done in 2000. The last DIF Nexus Study was adopted in October 2005 and then amended in March 2006 for a CPI adjustment. A Nexus Study is used to determine the fair distribution of DIF costs based on 1) identified future infrastructure needs of the community, 2) the cost of the future infrastructure (i.e. cost factors go up or down over time) and 3) to account for that infrastructure that has been constructed by development activity that has occurred since the date of the last DIF Nexus Study.

On October 9, 2012, the City Council held a public meeting and adopted the CEQA findings and the proposed DIF Nexus Study update prepared by Colgan Consulting Corporation.

DISCUSSION

Generally, it is prudent to undertake a Development Impact Fee (DIF) Nexus Study every few years so the DIF program reflects updated construction costs, and adjustments to land uses, along with current direction on the build out of the community and needed future public facilities and infrastructure. The DIF Nexus Study serves to provide the most equitable distribution of future facilities costs attributable to new development—including residential, commercial-retail, office and industrial projects. A DIF Nexus Study provides a credible and legitimate methodology for identifying the development demand to illustrate through a series of models and calculations to determine what the impact of future development projects will have on City facilities and infrastructure.

The updated DIF Nexus Study includes the addition of two new categories a High Cube Industrial and Mobile Home/Senior Residential category. High Cube Industrial is defined as industrial buildings with a minimum gross floor area of more than 200,000 square feet, a minimum ceiling height of 24 feet, and a minimum dock-high door loading ratio of 1 door per 10,000 square feet. The use of this definition and development category is consistent with WRCOG's Transportation Uniform Mitigation Fee (TUMF) program. The use of Mobile Home/Senior Residential provides for another type of residential development.

During the October 9, 2012 Council meeting, there were some concerns expressed regarding the Mobile Home/Senior category and the need for the proposed High Cube Industrial category. The Mobile Home/Senior category was removed from the program until a future date, and the High Cube category was voted on under a separate resolution, passing on a 3-1-1 vote. The attached resolution provides for the follow-up to complete that action.

FISCAL IMPACT

The updated DIF Nexus Study supports a future revenue stream of nearly $378 million through build out of Moreno Valley. Please note that the impact fees as calculated in the DIF Nexus Study will require residential and non-residential developers to pay their fair share of the cost of future public facilities and infrastructure improvements resulting from the demands resulting from new development. The updated DIF Nexus Study and proposed DIF rates shall not continue a past practice of discounting any development type except for affordable housing—which is a requirement of the Moreno Valley's State certified Housing Element.

NOTIFICATION

Publication of agenda

ATTACHMENTS

Attachment 1 - Proposed Resolution

Prepared By:
Mark W. Sambito, P.E.
Engineering Division Manager

Approved By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2012-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE DEVELOPMENT IMPACT FEE (DIF) UPDATE STUDY 2012 AND ADDING A NEW CATEGORY - INDUSTRIAL HIGH CUBE – TO THE TABLE OF DEVELOPMENTS IN THE CITY OF MORENO VALLEY SUBJECT TO DIF

WHEREAS, the City of Moreno Valley ("City") previously recognized that there was insufficient funding to address the impacts of new development on certain capital facilities in the City (the "City System"); and

WHEREAS, in order to address this shortfall, the City formulated a plan whereby a development impact fee would be assessed on new development and would be used to fund the necessary improvements for the City System; and

WHEREAS, in furtherance of this plan, the City Council adopted the "Development Impact Fee Update Study", dated October 11, 2005, (the "2005 DIF Nexus Study"); and

WHEREAS, based on the 2005 DIF Nexus Study, the City amended Chapter 3.38 and 3.42 of the Moreno Valley Municipal Code as adopted by Ordinance No. 695 on October 11, 2005, pursuant to California Government Code sections 66000 et seq. authorizing the City to impose the Development Impact Fee ("DIF") upon new development; and

WHEREAS, Section 3.38.160 of Chapter 3.38 and Section 3.42.130 of Chapter 3.42 authorizes periodic review and adjustment to the applicable DIF in accordance with any adjustments made by the City Council; and

WHEREAS, the fees collected pursuant to this Resolution shall be used to finance the certain capital facilities described or identified in the DIF Nexus Study; and

WHEREAS, the 2012 Development Impact Fee Nexus Study updates the 2005 Development Impact Fee Nexus Study and validates and supports the adoption of updated development impact fees; and

WHEREAS, this levying of development impact fees has been reviewed by the City Council and staff in accordance with the California Environmental Quality Act ("CEQA") and the CEQA Guidelines and it has been determined that the adoption of this resolution is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

NOW, THEREFORE, the City Council of the City of Moreno Valley does hereby resolve as follows:

Section 1. The City Council hereby finds that in accordance with the California Environmental Quality Act ("CEQA") and the CEQA Guidelines the adoption of this Resolution is exempt from CEQA pursuant to Section 15061(b)(3).

Section 2. The recitals set forth above are hereby adopted as findings in support of this Resolution. In addition, the City Council re-adopts the findings contained in Sections 3.38 and 3.42 of the Moreno Valley Municipal Code in support of the adjusted DIF contained herein.

Section 3. The terms of this Resolution shall have the same meaning ascribed to them in Sections 3.38 and 3.42 of the Moreno Valley Municipal Code.

Section 4. The terms of this Resolution shall include the addition of High Cube Warehouse and Distribution Centers if the building meets specific criteria, including a minimum gross floor area of more than 200,000 square feet, a minimum ceiling height of 24 feet, and a minimum dock-high door loading ratio of 1 door per 10,000 square feet.

Section 5. In accordance with Chapter 3.38 and 3.42 of the Moreno Valley Municipal Code, the 2012 Development Impact Fee Nexus Study attached as Exhibit A is hereby adopted in its entirety.

Section 6. In accordance with Section 3.38.160 of Chapter 3.38 and Section 3.42.130 of Chapter 3.42 of the Moreno Valley Municipal Code, there is hereby adopted the revised DIF Fee Table, attached hereto as Exhibit A, which replaces Section 11 of the fee schedule set forth in Resolution No. 2012-85, summarized below as the total DIF Impact based on revised Section 11:

(1) $8,888.72 per DU for Residential Single-Family
(2) $4,444.36 per DU for Affordable Residential Single-Family
(3) $5,874.77 per DU for Residential Multi-Family
(4) $2,937.39 per DU for Affordable Residential Multi-Family
(5) $4,735.45 per 1,000 square foot of a General Commercial project
(6) $4,223.37 per 1,000 square foot of a Regional Commercial project
(7) $2,282.95 per 1,000 square foot of a General Industrial project
(8) $995.51 per 1,000 square foot of a High Cube Commercial project
(9) $3,170.23 per 1,000 square foot of an Office project
(10) 2.0% for Future Updates to the DIF Nexus Study (See note below)

Note: A 2.0% charge will be added to the total DIF Fee for each project to be set aside for reimbursement of the 2012 update to the DIF Nexus Study to account for changes in land values, equipment cost and construction costs of those certain capital improvements.

The fees will be adjusted annually to reflect any changes in costs for those certain capital improvements using the Council approved figures published in the Engineering News Record's Building Cost Index –20 Cities Annual Average.

Section 7. This resolution shall become effective on December 13, 2012.

APPROVED AND ADOPTED this 11th day of December, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00186953

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of December, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

MV00186954

Section 11 - Development Impact Fees

	Residential				Commercial		Industrial		Office
	Single Family	Affordable Single Family	Multi-Family	Affordable Multi-Family	General	Regional	General	High-Cube	
	Current	Current	Current	Current	Current	Current	Current	Current	Current
Unit	DU	DU	DU	DU	KSF	KSF	KSF	KSF	KSF
Transportation Uniform Mitigation Fees (TUMF)	$ 8,873.00	$ -	$ 6,231.00	$ -	$ 10,490.00	$ 10,490.00	$ 1,730.00	$ 1,730.00	$ 4,190.00
Arterial Streets	$ 1,125.17	$ 562.59	$ 787.62	$ 393.81	$ 1,479.77	$ 1,297.79	$ 729.66	$ 170.48	$ 1,022.89
Traffic Signals	$ 764.56	$ 382.28	$ 535.19	$ 267.60	$ 1,005.51	$ 881.85	$ 495.80	$ 115.84	$ 695.05
Interchange Improvements	$ 700.84	$ 350.42	$ 490.59	$ 245.30	$ 921.71	$ 808.36	$ 454.48	$ 106.19	$ 637.13
Fire Facilities	$ 980.93	$ 490.47	$ 261.58	$ 130.79	$ 360.31	$ 360.31	$ 257.36	$ 257.36	$ 300.25
Police Facilities	$ 493.63	$ 246.82	$ 191.73	$ 95.87	$ 646.34	$ 553.26	$ 115.77	$ 115.77	$ 246.73
Park Improvements	$ 2,728.51	$ 1,364.26	$ 2,332.44	$ 1,166.22	$ -	$ -	$ -	$ -	$ -
Recreation Centers	$ 694.29	$ 347.15	$ 593.50	$ 296.75	$ -	$ -	$ -	$ -	$ -
Libraries and Materials	$ 327.90	$ 163.95	$ 280.31	$ 140.16	$ -	$ -	$ -	$ -	$ -
Animal Shelter	$ 196.74	$ 98.37	$ 168.18	$ 84.09	$ -	$ -	$ -	$ -	$ -
Maintenance Equipment	$ 152.41	$ 76.21	$ 40.64	$ 20.32	$ 55.98	$ 55.98	$ 39.99	$ 39.99	$ 46.65
City Hall	$ 180.49	$ 90.25	$ 48.13	$ 24.07	$ 66.30	$ 66.30	$ 47.35	$ 47.35	$ 55.25
Corporate Yard	$ 543.24	$ 271.62	$ 144.86	$ 72.43	$ 199.54	$ 199.54	$ 142.53	$ 142.53	$ 166.28
Total	$ 17,761.71	$ 4,444.36	$ 12,105.77	$ 2,937.39	$ 15,225.46	$ 14,713.39	$ 4,012.94	$ 2,725.51	$ 7,360.23

NOTES:

1. The general policy is that all impact fees will be adjusted annually.

2. The fees will be adjusted to reflect the annual increase using the Council approved 20-City Average Building Cost Index of the Engineering News Record.

3. TUMF fees are set by the Western Riverside County Organization of Governments (WRCOG).

4. High Cube Warehouse and Distribution Centers are defined as those with a minimum gross floor area of more than 20,000 square feet, a minimum ceiling height of 24 feet, and a minimum dock-high door loading ration of 1 door per 10,000 square feet.

UNITS LEGEND
DU = Dwelling Unit for residential development types
KSF = 1,000 gross square feet of building area for commercial, industrial and office development types

IMPLEMENTATION NOTES:
With respect to each second dwelling unit on a single family residential lot qualifying as a "granny flat" housing unit, the fees shall equal one-half of the fees applicable to each multi-family dwelling unit.

All development impact fees shall be charged at 100% of the fees as calculated in the Development Impact Fee Update Study Report (nexus study) as approved by City Council on October 09, 2012, and shall take effect on

With respect to Residential Affordable Single-Family and Residential Affordable Multi-Family, these fees shall be collected at the Council-approved reduced amount. These fees do not increase the impacts on other

MV00186955

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RH
CITY MANAGER	MO

Report to City Council

TO: Mayor and City Council; City Council Serving as the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley; President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD); and Chairperson and Members of the Moreno Valley Housing Authority

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: December 11, 2012

TITLE: READOPTING CONFLICT OF INTEREST CODE

RECOMMENDED ACTION

Recommendations:

1. The City Council adopt Resolution No. 2012-104, readopting a Conflict of Interest Code to amend the list of designated employees having filing requirements, and repealing all prior enactments on the same subject.

2. City Council serving as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley adopt Resolution No. SA 2012-105, adopting a Conflict of Interest Code.

3. The City Council, as the code reviewing body for the Oversight Board of Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley approve the Conflict of Interest Code adopted by Resolution No. OB 2012-03 (Attachment 5 to the staff report).

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

SUMMARY

On June 12, 2012, pursuant to §87306.5 of the California Government Code, the City Council directed its agencies to review their Conflict of Interest Codes and determine whether changes were necessary. Such review and determination have been made, and the results are now presented to the City Council for its approval.

BACKGROUND

The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially to determine whether it is accurate, or alternatively, whether the code must be amended. If a change is necessitated, an amended code must be submitted to the City Council, as code reviewing body, for review and adoption.

The proposed amendments to the code are reflected only in certain designated employees, which have either been added, deleted or have had title changes. These changes are being proposed on the recommendation of the respective department heads.

On January 10, 2012, following the dissolution of the Community Redevelopment Agency, the City Council elected to have the City of Moreno Valley serve as the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley pursuant to Health & Safety Code Section 34173(d)(1). The Agency is responsible for winding down the affairs of the Redevelopment Agency.

On March 28, 2012, the Oversight Board of Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley adopted its Conflict of Interest Code, as approved by Resolution No. 2008-111 of the City Council, as that Resolution may be amended from time to time by the City Council. Members of the Oversight Board shall report under the Conflict of Interest Code Disclosure Category "2."

The Moreno Valley Housing Authority was created by the City Council on March 28, 2011 to carry out responsibilities as delineated under the Housing Authority Law. On January 24, 2012, per Resolution No. HA 2012-02 and pursuant to Section 34278 of the Health & Safety Code, the Commissioners of the Housing Authority adopted by reference the Conflict of Interest Code set forth in City Council Resolution 2010-87, as may be amended or replaced, as the procedures affecting conflict of interest involving the Housing Authority.

The members of the City Council are the Commissioners for the Housing Authority. The proposed Code is substantially the same as the City Code heretofore adopted, except the list of persons who would be subject to the Code.

Adoption of the proposed resolution and the amended Conflict of Interest Code will ensure compliance with State law provisions.

The recommended revisions of designated positions are as follows:

1. FOR THE CITY CODE:

City Attorney

None

City Clerk's Department

None

City Manager's Office

None

Community and Economic Development Department
(Community Economic Department and Economic Development Department were consolidated; Land Development Division and Storm Water Management Division were moved under CEDD)

Engineering Division Manager (added)

Senior Engineer (added)
Associate Engineer (added)
Construction Inspector (added)
Management Analyst, LD (added)
Business Support & Neighborhood Programs Administrator (added)
Redevelopment & Neighborhood Programs Administrator (deleted)

Development Services Coordinator (deleted)

Storm Water Program Manager (added)
Associate Environmental Engineer (added)
Associate Engineer (added)
Environmental Analyst

Financial & Administrative Services Department
(Special District Division was moved under F&ASD)

Special Districts Division Manager (added)
Special Districts Program Manager (added)
Landscape Districts Program Manager (added)
Senior Management Analyst (added)
Management Analyst (added)
Landscape Development Coordinator (added)
Senior Landscape Services Inspector (added)
Special Districts Budget and Accounting Supervisor (added)

Purchasing & Facilities Division Manager (deleted)
Animal Services Division Manager (deleted)

Fire Department

Fire Prevention Technician (added)

Human Resources Department
Risk Division Manager (deleted)
Human Resourced Analyst (added)
Purchasing & Facilities Division Manager (added)
Animal Services Division Manager (added)
Library Services Division Manager (added)
Principal Librarian (added)
Librarian (added)
Library Circulation Supervisor (added)

Library Department (deleted)
(Library Department was moved under Human Resources Department)
Library Director (deleted)

Parks and Community Services Department

Parks & Community Services Division Manager (added)

Public Works Department

Engineering Division Manager (deleted)
Associate Environmental Manager (deleted)
Environmental Analyst (deleted)

Special Districts Division Manager (deleted)
Special Districts Program Manager (deleted)
Landscape Districts Program Manager (deleted)
Landscape Development Coordinator (deleted)
Senior Landscape Services Inspector (deleted)
Special Districts Budget and Accounting Supervisor (deleted)
Storm Water Program Manager (deleted)
Financial Analyst (added)

2. FOR THE CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY CODE:

Members of City Council as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
City Manager

City Attorney
Deputy City Attorney
City Clerk
Economic & Community Development Director
Business Support & Neighborhood Programs Administrator
Housing Program Coordinator

Consultant (Person or entity under contract to the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley who provides information, advice, recommendations or counsel to the Agency or who is subject to control or direction of the Agency)

Each position listed in the City as Successor Agency Code is already included in the City Code, therefore, no additional reporting requirements will ensue from inclusion in the City as Successor Agency Code. Positions are included only for the disqualification aspects arising out of City as Successor Agency business, when applicable.

3. FOR THE COMMUNITY SERVICES DISTRICT CODE:

Parks & Community Services Division Manager (added)
Management Analyst (Special District) (added)
Senior Management Analyst (Special District) (added)

Each position listed in the Community Services Code is already included in the City Code, therefore, no additional reporting requirements will ensue from inclusion in the CSD Code. Positions are included only for the disqualification aspects arising out of CSD business, when applicable.

4. FOR THE MORENO VALLEY HOUSING AUTHORITY CODE

Members of the City Council, ex officio, as Directors of the Housing Authority
Executive Director (City Manager)
Assistant Executive Director
Deputy Executive Director (Community & Economic Development Director)
Housing Authority Counsel
Housing Authority Special Counsel
Housing Authority Secretary
Finance Officer (F&AS Director)
Housing Authority Human Resources Director
Housing Program Specialist
Housing Program Coordinator

Consultant (Person or entity under contract to the Moreno Valley Housing Authority who provides information, advice, recommendations or counsel to the Authority or who is subject to control or direction of the Authority)

Each position listed in the Moreno Valley Housing Authority Code is already included in the City Code, therefore, no additional reporting requirements will ensue from inclusion in the HA Code. Positions are included only for the disqualification aspects arising out of HA business, when applicable.

ALTERNATIVES

Not applicable. In order to comply with the California Government Code, such review and determination are required.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

NOTIFICATION

Publication of the agenda

ATTACHMENTS

1. Proposed City Council Resolution
2. Proposed City as Successor Agency Resolution
3. Proposed CSD Resolution
4. Proposed Housing Authority (HA) Resolution
5. Resolution No. OB 2012-03, a Resolution of the Oversight Board of Successor Agency Adopting a Conflict of Interest Code

Prepared By:	Department Head Approval:
Name	Jane Halstead
Title	City Clerk, CMC

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Attachment 1

RESOLUTION NO. 2012-104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, READOPTING A CONFLICT OF INTEREST CODE BY REFERENCE TO THE FAIR POLITICAL PRACTICES COMMISSION'S STANDARD MODEL CONFLICT OF INTEREST CODE, AND REPEALING ALL PRIOR ENACTMENTS ON THE SAME SUBJECT

WHEREAS, the Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation 2 California Code of Regulations, §18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act; and

WHEREAS, the City Council has previously duly approved and adopted a Conflict of Interest Code by reference to the standard model Conflict of Interest Code; and

WHEREAS, said previously adopted Code should now be amended in respect to the designation of employees who are subject to the Code;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. All prior enactments of the City Council of the City of Moreno Valley in respect to adoption of a Conflict of Interest Code are hereby repealed, effective on the operative date of this Resolution.

2. The terms of 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendices in which members and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code of the City of Moreno Valley.

3. Members of the City Council, the City Manager, the City Attorney, the City Treasurer, members of the Planning Commission, and pursuant to §4(C) of the Model Conflict of Interest Code, other designated employees, including members of other boards/committees and commissions holding designated positions, (listed on Appendix A attached hereto and incorporated herein by this reference) and having a disclosure

category which requires the filing of a Statement of Economic Interest (described on Appendix B attached hereto and incorporated herein by this reference), shall file their Statement of Economic Interest with the City Clerk, to whom the City Council hereby delegates the authority to carry out the duties of Filing Officer who will make the statements available for public inspection and reproduction. (Gov. Code §81008) The City Clerk will retain statements for all designated employees. The City Clerk shall forward to the Fair Political Practices Commission a copy of each Statement of Economic Interest filed by a member of the City Council, by the City Manager, by the City Attorney, by the City Treasurer, or by a member of the Planning Commission.

4. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

5. Adoption of this Resolution shall not invalidate any action taken or proceedings undertaken pursuant to any prior enactments on the same subject.

6. This Resolution shall be operative as of the date of adoption.

APPROVED AND ADOPTED this 11th day of December, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00186963

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-104 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of December, 2012 the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

MV00186964

APPENDIX A

OFFICERS, EMPLOYEES AND OTHER PERSONS TO BE COVERED BY THE CITY OF MORENO VALLEY CONFLICT OF INTEREST CODE

DESIGNATED OFFICERS AND EMPLOYEES	DISCLOSURE CATEGORY
City Council:	
Council Member	2
City Boards and Commissions:	
Member of the Planning Commission	2
City Attorney's Office:	
City Attorney	2
Assistant City Attorney	1
Deputy City Attorney	1
City Clerk's Office:	
City Clerk	1
Executive Assistant to Mayor and City Council	1
City Manager's Office:	
City Manager	2
Assistant City Manager	1
Assistant to the City Manager	1

Community and Economic Development Department:

Director	1
Building Division Manager/Building Official	1
Building Inspector II	1
Code & Neighborhood Services Official	1
Senior Code Compliance Officer	1
Code Compliance Officer II	1
Senior Parking Control Officer	1
Parking Control Officer	1
Planning Division Manager/Planning Official	1
Senior Planner	1
Associate Planner	1
Business Support & Neighborhood Programs Administrator	1
Senior Financial Analyst	1
Management Analyst	1
Housing Program Specialist	1
Housing Program Coordinator	1
Engineering Division Manager	1
Senior Engineer	1
Associate Engineer	1
Construction Inspector	1
Management Analyst (LD)	1
Storm Water Program Manager	1
Associate Environmental Engineer	1
Environmental Analyst	1

Financial & Administrative Services:

Director/City Treasurer	2
Financial Operations Division Manager	1
Treasury Operations Division Manager	1
Technology Services Division Manager	1
Budget Officer	1
Special Districts Division Manager	1
Special Districts Program Manager	1
Landscape Districts Program Manager	1
Landscape Development Coordinator	1
Senior Management Analyst	1
Management Analyst	1

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Senior Landscape Services Inspector	1
Special Districts Budget and Accounting Supervisor	1

Fire Department:

Fire Marshall	1
Fire Safety Specialist	1
Fire Inspector I	1
Fire Inspector II	1
Fire Prevention Technician	1
Office of Emergency Management & Volunteer Services Program Manager	1

Human Resources Department:

Director	1
Senior Human Resources Analyst	1
Human Resourced Analyst	1
Purchasing & Facilities Division Manager	1
Animal Services Division Manager	1
Library Services Division Manager	1
Principal Librarian	1
Librarian	1
Library Circulation Supervisor	1

Parks & Community Services:

Director	1
Parks Maintenance Division Manager	1
Parks Project Coordinator	1
Parks Maintenance Supervisor	1
Recreation Supervisor	1
Community Services Supervisor	1
Recreation Services Division Manager	1
Children Services Supervisor	1
Parks & Community Services Division Manager	1

Public Works Department:

Director/City Engineer	1
Deputy Public Works Director/Assistant City Engineer	1
Senior Engineer, P.E.	1

Senior Traffic Engineer	1
Traffic Operations Supervisor	1
Transportation Division Manager/City Traffic Engineer	1
Associate Engineer	1
Senior Engineering Technician	1
Engineering Technician II	1
Construction Inspector	1
Maintenance & Operations Division Manager	1
Street Maintenance Supervisor	1
Senior Management Analyst	1
Management Analyst	1
Management Assistant	1
Electric Utility Division Manager	1
Electric Utility Program Coordinator	1
Senior Electrical Engineer	1
Senior Financial Analyst	1
Financial Analyst	1

Consultant:

(Person or entity under contract to the City who provides information, advice, recommendations or counsel to the City or who is subject to control or direction of the City)	1

APPENDIX B

DISCLOSURE CATEGORIES

General Provisions:
Designated officers and employees, including board and commission members, who are required to disclose financial interests pursuant to conflict of interest codes approved by the City Council, need not disclose any financial interest to which all of the following conditions attach at the time of filing a required financial disclosure statement and which were true during all of any period of time covered by such statement:

(a) The interest is in the form of ownership of a security, which is registered with the Securities and Exchange Commission of the United States Government.

(b) The interest constitutes one-half (1/2) of one percent (1%) or less of the total ownership interest in the business entity represented by the security.

(c) There is no executory contract with a value greater than one thousand dollars ($1,000) and which is within the purview of designated employee's board, commission, department or office, between the City and the business entity represented by the security.

(d) The headquarters and the principal place of doing business of the business entity represented by the security are outside of the jurisdiction of the City.

Disclosure Categories:

1. Must report financial interests in all categories of the Statement of Economic Interest subject to the limitations listed above.

2. Persons in this category are already required to disclose and report investments, income, and interests in real property under §87200 and following of the Government Code or pursuant to requirements of another conflict of interest code requiring the same or more extensive reportable interests. Therefore, no other or additional disclosure requirements are imposed by this Code and such persons are included herein only for disqualification purposes.

3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

Attachment 2

RESOLUTION NO. SA 2012-105

A RESOLUTION OF THE CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING A CONFLICT OF INTEREST CODE BY REFERENCE TO THE FAIR POLITICAL PRACTICES COMMISSION'S STANDARD MODEL CONFLICT OF INTEREST CODE, AND REPEALING ALL PRIOR ENACTMENTS ON THE SAME SUBJECT

WHEREAS, the Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation 2 California Code of Regulations, §18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act; and

WHEREAS, On January 10, 2012, following the dissolution of the Community Redevelopment Agency, the City Council elected to have the City of Moreno Valley serve as the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley pursuant to Health & Safety Code Section 34173(d)(1). The Agency is responsible for winding down the affairs of the Redevelopment Agency; and

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley, has previously duly approved and adopted a Conflict of Interest Code by reference to the standard model Conflict of Interest Code; and

WHEREAS, said previously adopted Code should now be amended in respect to the designation of employees who are subject to the Code;

NOW, THEREFORE, THE CITY COUNCIL AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The terms of 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendices in which members and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code for all designated employees of the Agency.

2. Members of the City Council, the City Manager, the City Attorney, the City Treasurer, members of the Planning Commission and, pursuant to §4(C) of the Model Conflict of Interest Code, other designated employees, including members of other boards/committees and commissions holding designated positions, (listed on Appendix A attached hereto and incorporated herein by this reference) and having a disclosure category which requires the filing of a Statement of Economic Interest (described on Appendix B attached hereto and incorporated herein by this reference), shall file their Statement of Economic Interest with the City Clerk, to whom the City Council hereby delegates the authority to carry out the duties of Filing Officer who will make the statements available for public inspection and reproduction. (Gov. Code §81008) The City Clerk will retain statements for all designated employees. The City Clerk shall forward to the Fair Political Practices Commission a copy of each Statement of Economic Interest filed by a member of the City Council, by the City Manager, by the City Attorney, by the City Treasurer, or by a member of the Planning Commission.

3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

4. Adoption of this Resolution shall not invalidate any action taken or proceedings undertaken pursuant to any prior enactments on the same subject.

5. This Resolution shall be operative as of the date of adoption.

APPROVED AND ADOPTED this 11th day of December, 2012.

_____
Mayor

ATTEST:

_____
Secretary

APPROVED AS TO FORM:

_____
City Attorney

MV00186971

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. SA 2012-105 was duly and regularly adopted by the City Council at a regular meeting thereof held on the 11th day of December, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Agency Members, Mayor, Mayor Pro Tem)

_____

SECRETARY

(SEAL)

MV00186972

APPENDIX A

CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

DESIGNATED OFFICERS AND EMPLOYEES	DISCLOSURE CATEGORY
CITY AS SUCCESSOR AGENCY:	
Members of the City Council	2
City Manager	2
City Attorney	2
Deputy City Attorney	1
City Clerk	1
Economic & Community Development Director	1
Business Support & Neighborhood Programs Administrator	1
Housing Program Coordinator	1
(Person or entity under contract to the City as Successor Agency who provides information, advice, recommendations or counsel to the Agency or who is subject to control or direction of the Agency)	1

APPENDIX B

DISCLOSURE CATEGORIES

General Provisions:

Designated officers and employees, including board and commission members, who are required to disclose financial interests pursuant to conflict of interest codes approved by the City Council, need not disclose any financial interest to which all of the following conditions attach at the time of filing a required financial disclosure statement and which were true during all of any period of time covered by such statement:

(a) The interest is in the form of ownership of a security, which is registered with the Securities and Exchange Commission of the United States Government.

(b) The interest constitutes one-half (1/2) of one percent (1%) or less of the total ownership interest in the business entity represented by the security.

(c) There is no executory contract with a value greater than one thousand dollars ($1,000) and which is within the purview of designated employee's board, commission, department or office, between the City and the business entity represented by the security.

(d) The headquarters and the principal place of doing business of the business entity represented by the security are outside of the jurisdiction of the City.

Disclosure Categories:

1. Must report financial interests in all categories of the Statement of Economic Interest subject to the limitations listed above.

2. Persons in this category are already required to disclose and report investments, income, and interests in real property under §87200 and following of the Government Code or pursuant to requirements of another conflict of interest code requiring the same or more extensive reportable interests. Therefore, no other or additional disclosure requirements are imposed by this Code and such persons are included herein only for disqualification purposes.

3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

MV00186975

Attachment 3

RESOLUTION NO. CSD 2012-22

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, READOPTING A CONFLICT OF INTEREST CODE BY REFERENCE TO THE FAIR POLITICAL PRACTICES COMMISSION'S STANDARD MODEL CONFLICT OF INTEREST CODE, AND REPEALING ALL PRIOR ENACTMENTS ON THE SAME SUBJECT

WHEREAS, the Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation 2 California Code of Regulations, §18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act; and

WHEREAS, the City Council acting in their respective capacity as President and Members of the Board of Directors of the District ("Board"), has previously duly approved and adopted a Conflict of Interest Code by reference to the standard model Conflict of Interest Code; and

WHEREAS, said previously adopted Code should now be amended in respect to the designation of employees who are subject to the Code;

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. All prior enactments of the City Council acting in their respective capacity as President and Members of the Board of Directors of the District ("Board") in respect to adoption of a Conflict of Interest Code are hereby repealed, effective on the operative date of this Resolution.

2. The terms of 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendices in which members and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code for all designated employees of the District.

3. Members of the City Council, the City Manager, the City Attorney, the City Treasurer, members of the Planning Commission, and pursuant to §4(C) of the Model Conflict of Interest Code, other designated employees, including members of other boards/committees and commissions holding designated positions, (listed on Appendix A attached hereto and incorporated herein by this reference) and having a disclosure category which requires the filing of a Statement of Economic Interest (described on Appendix B attached hereto and incorporated herein by this reference), shall file their Statement of Economic Interest with the City Clerk, to whom the City Council hereby delegates the authority to carry out the duties of Filing Officer who will make the statements available for public inspection and reproduction. (Gov. Code §81008) The City Clerk will retain statements for all designated employees. The City Clerk shall forward to the Fair Political Practices Commission a copy of each Statement of Economic Interest filed by a member of the City Council, by the City Manager, by the City Attorney, by the City Treasurer, or by a member of the Planning Commission.

4. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

5. Adoption of this Resolution shall not invalidate any action taken or proceedings undertaken pursuant to any prior enactments on the same subject.

6. This Resolution shall be operative as of the date of adoption.

APPROVED AND ADOPTED this 11th day of December, 2012.

_____
President

ATTEST:

_____
Secretary

APPROVED AS TO FORM:

_____
City Attorney

MV00186977

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution CSD No. 2012-22 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 11th day of December, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Board Members, Vice President and President)

_____

CITY CLERK

(SEAL)

MV00186978

APPENDIX A

DESIGNATED OFFICERS AND EMPLOYEES	DISCLOSURE CATEGORY
Members of the City Council, ex officio, as Directors of the District	2
General Manager	2
District Legal Counsel	2
Assistant District Legal Counsel	1
Deputy District Legal Counsel	1
City Clerk	1
Public Works Director	1
Deputy Public Works Director/Assistant City Engineer	1
Parks and Community Services Director	1
Parks & Community Services Division Manager	1
Special Districts Division Manager	1
Special Districts Program Manager	1
Landscape Development Coordinator	1
Senior Landscape Services Inspector	1
Special Districts Budget and Accounting Supervisor	1
Management Analyst (Special Districts)	1
Senior Management Analyst (Special Districts)	1

Consultant:

(Person or entity under contract

MV00186979

to the Community Services District
who provides information, advice,
recommendations or counsel to the District or
who is subject to control or direction of the District) 1

MV00186980

APPENDIX B

DISCLOSURE CATEGORIES

General Provisions:
Designated officers and employees, including board and commission members, who are required to disclose financial interests pursuant to conflict of interest codes approved by the City Council, need not disclose any financial interest to which all of the following conditions attach at the time of filing a required financial disclosure statement and which were true during all of any period of time covered by such statement:

(a) The interest is in the form of ownership of a security, which is registered with the Securities and Exchange Commission of the United States Government.

(b) The interest constitutes one-half (1/2) of one percent (1%) or less of the total ownership interest in the business entity represented by the security.

(c) There is no executory contract with a value greater than one thousand dollars ($1,000) and which is within the purview of designated employee's board, commission, department or office, between the City and the business entity represented by the security.

(d) The headquarters and the principal place of doing business of the business entity represented by the security are outside of the jurisdiction of the City.

Disclosure Categories:

1. Must report financial interests in all categories of the Statement of Economic Interest subject to the limitations listed above.

2. Persons in this category are already required to disclose and report investments, income, and interests in real property under §87200 and following of the Government Code or pursuant to requirements of another conflict of interest code requiring the same or more extensive reportable interests. Therefore, no other or additional disclosure requirements are imposed by this Code and such persons are included herein only for disqualification purposes.

3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

RESOLUTION NO. HA 2012-07

A RESOLUTION OF THE MORENO VALLEY HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING A CONFLICT OF INTEREST CODE BY REFERENCE TO THE FAIR POLITICAL PRACTICES COMMISSION'S STANDARD MODEL CONFLICT OF INTEREST CODE, AND REPEALING ALL PRIOR ENACTMENTS ON THE SAME SUBJECT

WHEREAS, the Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation 2 California Code of Regulations, §18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act; and

WHEREAS, The Moreno Valley Housing Authority was created by the City Council on March 28, 2011 to carry out responsibilities as delineated under the Housing Authority Law. The members of the City Council are the Commissioners for the Housing Authority; and

WHEREAS, the Housing Authority acting in their respective capacity as Chairman and Commissioners of the Housing Authority, has previously duly approved and adopted a Conflict of Interest Code by reference to the standard model Conflict of Interest Code; and

WHEREAS, said previously adopted Code should now be amended in respect to the designation of employees who are subject to the Code;

NOW, THEREFORE, THE COMMISSIONERS OF THE MORENO VALLEY HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The terms of 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendices in which members and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code for all designated employees of the Authority.

2. Members of the City Council, the City Manager, the City Attorney, the City

Treasurer, members of the Planning Commission and, pursuant to §4(C) of the Model Conflict of Interest Code, other designated employees, including members of other boards/committees and commissions holding designated positions, (listed on Appendix A attached hereto and incorporated herein by this reference) and having a disclosure category which requires the filing of a Statement of Economic Interest (described on Appendix B attached hereto and incorporated herein by this reference), shall file their Statement of Economic Interest with the City Clerk, to whom the City Council hereby delegates the authority to carry out the duties of Filing Officer who will make the statements available for public inspection and reproduction. (Gov. Code §81008) The City Clerk will retain statements for all designated employees. The City Clerk shall forward to the Fair Political Practices Commission a copy of each Statement of Economic Interest filed by a member of the City Council, by the City Manager, by the City Attorney, by the City Treasurer, or by a member of the Planning Commission.

3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

4. Adoption of this Resolution shall not invalidate any action taken or proceedings undertaken pursuant to any prior enactments on the same subject.

5. This Resolution shall be operative as of the date of adoption.

APPROVED AND ADOPTED this 11th day of December, 2012.

_____
Chairperson

ATTEST:

_____
Secretary

APPROVED AS TO FORM:

_____
City Attorney

MV00186983

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Housing Authority of the City of Moreno Valley, California, do hereby certify that Resolution No. HA 2012-07 was duly and regularly adopted by the Commissioners of the Moreno Valley Housing Authority at a regular meeting thereof held on the 11th day of December, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Commissioners, Vice Chairperson, Chairperson)

_____

SECRETARY

(SEAL)

MV00186984

APPENDIX A

MORENO VALLEY HOUSING AUTHORITY

DESIGNATED OFFICERS AND EMPLOYEES	DISCLOSURE CATEGORY
MORENO VALLEY HOUSING AUTHORITY:	
Members of the City Council, ex officio, as Directors of the HA	2
Executive Director	2
Assistant Executive Director	1
Deputy Executive Director	1
Housing Authority Counsel	2
Housing Authority Special Counsel	1
Housing Authority Secretary	1
Community and Economic Development Director	1
Finance Officer	2
Housing Authority Human Resources Director	1
Consultant:	
(Person or entity under contract to the Housing Authority who provides information, advice, recommendations or counsel to the Authority or who is subject to control or direction of the Authority)	1

APPENDIX B

DISCLOSURE CATEGORIES

General Provisions:
Designated officers and employees, including board and commission members, who are required to disclose financial interests pursuant to conflict of interest codes approved by the City Council, need not disclose any financial interest to which all of the following conditions attach at the time of filing a required financial disclosure statement and which were true during all of any period of time covered by such statement:

(a) The interest is in the form of ownership of a security, which is registered with the Securities and Exchange Commission of the United States Government.

(b) The interest constitutes one-half (1/2) of one percent (1%) or less of the total ownership interest in the business entity represented by the security.

(c) There is no executory contract with a value greater than one thousand dollars ($1,000) and which is within the purview of designated employee's board, commission, department or office, between the City and the business entity represented by the security.

(d) The headquarters and the principal place of doing business of the business entity represented by the security are outside of the jurisdiction of the City.

Disclosure Categories:

1. Must report financial interests in all categories of the Statement of Economic Interest subject to the limitations listed above.

2. Persons in this category are already required to disclose and report investments, income, and interests in real property under §87200 and following of the Government Code or pursuant to requirements of another conflict of interest code requiring the same or more extensive reportable interests. Therefore, no other or additional disclosure requirements are imposed by this Code and such persons are included herein only for disqualification purposes.

3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

RESOLUTION NO. OB 2012-03

A RESOLUTION OF THE OVERSIGHT BOARD OF SUCCESSOR AGENCY TO THE MORENO VALLEY REDEVELOPMENT AGENCY ADOPTING A CONFLICT OF INTEREST CODE

WHEREAS, the Oversight Board of Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley ("Oversight Board", as applicable) has been established to direct the Successor Agency to take certain actions to wind down the affairs of the Redevelopment Agency in Accordance with the California Health and Safety Code; and

WHEREAS, the Oversight Board desires to adopt a conflict of interest code; and

WHEREAS, a copy of the City's Conflict of Interest Code has been made available for review by the members of the Oversight Board prior to the meeting at which this matter is being considered;

NOW, THEREFORE, THE OVERSIGHT BOARD DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Oversight Board adopts as its Conflict of Interest Code that certain Conflict of Interest Code as approved by Resolution No. 2008-111 of the City Council of the City of Moreno Valley, as that Resolution may be amended from time to time by the City Council. Members of the Oversight Board will report under the Conflict of Interest Code in the manner required for Planning Commissioners of the City of Moreno Valley.

SECTION 2. The Secretary shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 28th day of March, 2012.

Chairperson
Oversight Board of Successor
Agency to Community
Redevelopment Agency of the
City of Moreno Valley

ATTEST:

Oversight Board Secretary

MV00186987

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Kandace Baptiste, Secretary of the Oversight Board of the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, California, do hereby certify that Resolution No. OB 2012-03 was duly and regularly adopted by the Board Members of the Successor Agency Oversight Board at a regular meeting thereof held on the 28th day of March, 2012 by the following vote:

AYES: Board Members, Slawson, Carlson, Kakish, Dada, Strickler, Garcia, and Chairman Moss

NOES: None

ABSENT: None

ABSTAIN: None

Kandace S. Baptiste

SECRETARY

MINUTES - REGULAR MEETING OF NOVEMBER 27, 2012
(Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

APPROVALS	
BUDGET OFFICER	<BudgetOfficer>
CITY ATTORNEY	<CityAttorney>
CITY MANAGER	<CityManager>

Report to City Council

TO: Mayor and City Council; City Council Serving as the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley; President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD); and Chairperson and Members of the Moreno Valley Housing Authority

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: December 11, 2012

TITLE: READOPTING CONFLICT OF INTEREST CODE

RECOMMENDED ACTION

Recommendations:

1. The City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD), adopt Resolution No. CSD 2012-22, readopting a Conflict of Interest Code to amend the list of designated employees having filing requirements, and repeal all prior enactments on the same subject.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

SUMMARY

On June 12, 2012, pursuant to §87306.5 of the California Government Code, the City Council directed its agencies to review their Conflict of Interest Codes and determine whether changes were necessary. Such review and determination have been made, and the results are now presented to the City Council for its approval.

BACKGROUND

The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially to determine whether it is accurate, or alternatively, whether the code must be amended. If a change is necessitated, an amended code must be submitted to the City Council, as code reviewing body, for review and adoption.

The proposed amendments to the code are reflected only in certain designated employees, which have either been added, deleted or have had title changes. These changes are being proposed on the recommendation of the respective department heads.

On January 10, 2012, following the dissolution of the Community Redevelopment Agency, the City Council elected to have the City of Moreno Valley serve as the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley pursuant to Health & Safety Code Section 34173(d)(1). The Agency is responsible for winding down the affairs of the Redevelopment Agency.

On March 28, 2012, the Oversight Board of Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley adopted its Conflict of Interest Code, as approved by Resolution No. 2008-111 of the City Council, as that Resolution may be amended from time to time by the City Council. Members of the Oversight Board shall report under the Conflict of Interest Code Disclosure Category "2."

The Moreno Valley Housing Authority was created by the City Council on March 28, 2011 to carry out responsibilities as delineated under the Housing Authority Law. On January 24, 2012, per Resolution No. HA 2012-02 and pursuant to Section 34278 of the Health & Safety Code, the Commissioners of the Housing Authority adopted by reference the Conflict of Interest Code set forth in City Council Resolution 2010-87, as may be amended or replaced, as the procedures affecting conflict of interest involving the Housing Authority.

The members of the City Council are the Commissioners for the Housing Authority. The proposed Code is substantially the same as the City Code heretofore adopted, except the list of persons who would be subject to the Code.

Adoption of the proposed resolution and the amended Conflict of Interest Code will ensure compliance with State law provisions.

The recommended revisions of designated positions are as follows:

1. FOR THE CITY CODE:

<u>City Attorney</u>

None

City Clerk's Department

None

City Manager's Office

None

Community and Economic Development Department
(Community Economic Department and Economic Development Department were consolidated; Land Development Division and Storm Water Management Division were moved under CEDD)

Engineering Division Manager (added)

Senior Engineer (added)
Associate Engineer (added)
Construction Inspector (added)
Management Analyst, LD (added)
Business Support & Neighborhood Programs Administrator (added)
Redevelopment & Neighborhood Programs Administrator (deleted)

Development Services Coordinator (deleted)

Storm Water Program Manager (added)
Associate Environmental Engineer (added)
Associate Engineer (added)
Environmental Analyst

Financial & Administrative Services Department
(Special District Division was moved under F&ASD)

Special Districts Division Manager (added)
Special Districts Program Manager (added)
Landscape Districts Program Manager (added)
Senior Management Analyst (added)
Management Analyst (added)
Landscape Development Coordinator (added)
Senior Landscape Services Inspector (added)
Special Districts Budget and Accounting Supervisor (added)

Purchasing & Facilities Division Manager (deleted)
Animal Services Division Manager (deleted)

Fire Department

Fire Prevention Technician (added)

Human Resources Department
Risk Division Manager (deleted)
Human Resourced Analyst (added)
Purchasing & Facilities Division Manager (added)
Animal Services Division Manager (added)
Library Services Division Manager (added)
Principal Librarian (added)
Librarian (added)
Library Circulation Supervisor (added)

Library Department (deleted)
(Library Department was moved under Human Resources Department)
Library Director (deleted)

Parks and Community Services Department

Parks & Community Services Division Manager (added)

Public Works Department

Engineering Division Manager (deleted)
Associate Environmental Manager (deleted)
Environmental Analyst (deleted)

Special Districts Division Manager (deleted)
Special Districts Program Manager (deleted)
Landscape Districts Program Manager (deleted)
Landscape Development Coordinator (deleted)
Senior Landscape Services Inspector (deleted)
Special Districts Budget and Accounting Supervisor (deleted)
Storm Water Program Manager (deleted)
Financial Analyst (added)

2. FOR THE CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY CODE:

Members of City Council as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
City Manager
City Attorney
Deputy City Attorney
City Clerk
Economic & Community Development Director
Business Support & Neighborhood Programs Administrator
Housing Program Coordinator

Consultant (Person or entity under contract to the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley who provides information, advice, recommendations or counsel to the Agency or who is subject to control or direction of the Agency)

Each position listed in the City as Successor Agency Code is already included in the City Code, therefore, no additional reporting requirements will ensue from inclusion in the City as Successor Agency Code. Positions are included only for the disqualification aspects arising out of City as Successor Agency business, when applicable.

3. FOR THE COMMUNITY SERVICES DISTRICT CODE:

Parks & Community Services Division Manager (added)
Management Analyst (Special District) (added)
Senior Management Analyst (Special District) (added)

Each position listed in the Community Services Code is already included in the City Code, therefore, no additional reporting requirements will ensue from inclusion in the CSD Code. Positions are included only for the disqualification aspects arising out of CSD business, when applicable.

4. FOR THE MORENO VALLEY HOUSING AUTHORITY CODE

Members of the City Council, ex officio, as Directors of the Housing Authority
Executive Director (City Manager)
Assistant Executive Director
Deputy Executive Director (Community & Economic Development Director)
Housing Authority Counsel
Housing Authority Special Counsel
Housing Authority Secretary
Finance Officer (F&AS Director)
Housing Authority Human Resources Director
Housing Program Specialist
Housing Program Coordinator

Consultant (Person or entity under contract to the Moreno Valley Housing Authority who provides information, advice, recommendations or counsel to the Authority or who is subject to control or direction of the Authority)

Each position listed in the Moreno Valley Housing Authority Code is already included in the City Code, therefore, no additional reporting requirements will ensue from inclusion in the HA Code. Positions are included only for the disqualification aspects arising out of HA business, when applicable.

ALTERNATIVES

Not applicable. In order to comply with the California Government Code, such review and determination are required.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

NOTIFICATION

Publication of the agenda

ATTACHMENTS

1. Proposed City Council Resolution
2. Proposed City as Successor Agency Resolution
3. Proposed CSD Resolution
4. Proposed Housing Authority (HA) Resolution
5. Resolution No. OB 2012-03, a Resolution of the Oversight Board of Successor Agency Adopting a Conflict of Interest Code

Prepared By:
Name
Title

Department Head Approval:
Jane Halstead
City Clerk, CMC

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Attachment 3

RESOLUTION NO. CSD 2012-22

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, READOPTING A CONFLICT OF INTEREST CODE BY REFERENCE TO THE FAIR POLITICAL PRACTICES COMMISSION'S STANDARD MODEL CONFLICT OF INTEREST CODE, AND REPEALING ALL PRIOR ENACTMENTS ON THE SAME SUBJECT

WHEREAS, the Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation 2 California Code of Regulations, §18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act; and

WHEREAS, the City Council acting in their respective capacity as President and Members of the Board of Directors of the District ("Board"), has previously duly approved and adopted a Conflict of Interest Code by reference to the standard model Conflict of Interest Code; and

WHEREAS, said previously adopted Code should now be amended in respect to the designation of employees who are subject to the Code;

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. All prior enactments of the City Council acting in their respective capacity as President and Members of the Board of Directors of the District ("Board") in respect to adoption of a Conflict of Interest Code are hereby repealed, effective on the operative date of this Resolution.

2. The terms of 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendices in which members and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code for all designated employees of the District.

3. Members of the City Council, the City Manager, the City Attorney, the City Treasurer, members of the Planning Commission, and pursuant to §4(C) of the Model Conflict of Interest Code, other designated employees, including members of other boards/committees and commissions holding designated positions, (listed on Appendix A attached hereto and incorporated herein by this reference) and having a disclosure category which requires the filing of a Statement of Economic Interest (described on Appendix B attached hereto and incorporated herein by this reference), shall file their Statement of Economic Interest with the City Clerk, to whom the City Council hereby delegates the authority to carry out the duties of Filing Officer who will make the statements available for public inspection and reproduction. (Gov. Code §81008) The City Clerk will retain statements for all designated employees. The City Clerk shall forward to the Fair Political Practices Commission a copy of each Statement of Economic Interest filed by a member of the City Council, by the City Manager, by the City Attorney, by the City Treasurer, or by a member of the Planning Commission.

4. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

5. Adoption of this Resolution shall not invalidate any action taken or proceedings undertaken pursuant to any prior enactments on the same subject.

6. This Resolution shall be operative as of the date of adoption.

APPROVED AND ADOPTED this 11th day of December, 2012.

_____
President

ATTEST:

_____
Secretary

APPROVED AS TO FORM:

_____
City Attorney

MV00186997

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution CSD No. 2012-22 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 11th day of December, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Board Members, Vice President and President)

_____

CITY CLERK

(SEAL)

MV00186998

APPENDIX A

DESIGNATED OFFICERS AND EMPLOYEES	DISCLOSURE CATEGORY
Members of the City Council, ex officio, as Directors of the District	2
General Manager	2
District Legal Counsel	2
Assistant District Legal Counsel	1
Deputy District Legal Counsel	1
City Clerk	1
Public Works Director	1
Deputy Public Works Director/Assistant City Engineer	1
Parks and Community Services Director	1
Parks & Community Services Division Manager	1
Special Districts Division Manager	1
Special Districts Program Manager	1
Landscape Development Coordinator	1
Senior Landscape Services Inspector	1
Special Districts Budget and Accounting Supervisor	1
Management Analyst (Special Districts)	1
Senior Management Analyst (Special Districts)	1

Consultant:

(Person or entity under contract

MV00186999

to the Community Services District
who provides information, advice,
recommendations or counsel to the District or
who is subject to control or direction of the District) 1

MV00187000

APPENDIX B

DISCLOSURE CATEGORIES

General Provisions:
Designated officers and employees, including board and commission members, who are required to disclose financial interests pursuant to conflict of interest codes approved by the City Council, need not disclose any financial interest to which all of the following conditions attach at the time of filing a required financial disclosure statement and which were true during all of any period of time covered by such statement:

(a) The interest is in the form of ownership of a security, which is registered with the Securities and Exchange Commission of the United States Government.

(b) The interest constitutes one-half (1/2) of one percent (1%) or less of the total ownership interest in the business entity represented by the security.

(c) There is no executory contract with a value greater than one thousand dollars ($1,000) and which is within the purview of designated employee's board, commission, department or office, between the City and the business entity represented by the security.

(d) The headquarters and the principal place of doing business of the business entity represented by the security are outside of the jurisdiction of the City.

Disclosure Categories:

1. Must report financial interests in all categories of the Statement of Economic Interest subject to the limitations listed above.

2. Persons in this category are already required to disclose and report investments, income, and interests in real property under §87200 and following of the Government Code or pursuant to requirements of another conflict of interest code requiring the same or more extensive reportable interests. Therefore, no other or additional disclosure requirements are imposed by this Code and such persons are included herein only for disqualification purposes.

3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

MINUTES - REGULAR MEETING OF NOVEMBER 27, 2012
(Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council; City Council Serving as the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley; President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD); and Chairperson and Members of the Moreno Valley Housing Authority

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: December 11, 2012

TITLE: READOPTING CONFLICT OF INTEREST CODE

RECOMMENDED ACTION

Recommendations:

1. Adopt Resolution No. HA 2012-07, readopting a Conflict of Interest Code to amend the list of designated employees having filing requirements, and repealing all prior enactments on the same subject.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

SUMMARY

On June 12, 2012, pursuant to §87306.5 of the California Government Code, the City Council directed its agencies to review their Conflict of Interest Codes and determine whether changes were necessary. Such review and determination have been made, and the results are now presented to the City Council for its approval.

BACKGROUND

The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially to determine whether it is accurate, or alternatively, whether

the code must be amended. If a change is necessitated, an amended code must be submitted to the City Council, as code reviewing body, for review and adoption.

The proposed amendments to the code are reflected only in certain designated employees, which have either been added, deleted or have had title changes. These changes are being proposed on the recommendation of the respective department heads.

On January 10, 2012, following the dissolution of the Community Redevelopment Agency, the City Council elected to have the City of Moreno Valley serve as the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley pursuant to Health & Safety Code Section 34173(d)(1). The Agency is responsible for winding down the affairs of the Redevelopment Agency.

On March 28, 2012, the Oversight Board of Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley adopted its Conflict of Interest Code, as approved by Resolution No. 2008-111 of the City Council, as that Resolution may be amended from time to time by the City Council. Members of the Oversight Board shall report under the Conflict of Interest Code Disclosure Category "2."

The Moreno Valley Housing Authority was created by the City Council on March 28, 2011 to carry out responsibilities as delineated under the Housing Authority Law. On January 24, 2012, per Resolution No. HA 2012-02 and pursuant to Section 34278 of the Health & Safety Code, the Commissioners of the Housing Authority adopted by reference the Conflict of Interest Code set forth in City Council Resolution 2010-87, as may be amended or replaced, as the procedures affecting conflict of interest involving the Housing Authority.

The members of the City Council are the Commissioners for the Housing Authority. The proposed Code is substantially the same as the City Code heretofore adopted, except the list of persons who would be subject to the Code.

Adoption of the proposed resolution and the amended Conflict of Interest Code will ensure compliance with State law provisions.

The recommended revisions of designated positions are as follows:

1. FOR THE CITY CODE:

<u>City Attorney</u>

None

<u>City Clerk's Department</u>

None

City Manager's Office

None

Community and Economic Development Department
(Community Economic Department and Economic Development Department were consolidated; Land Development Division and Storm Water Management Division were moved under CEDD)

Engineering Division Manager (added)

Senior Engineer (added)
Associate Engineer (added)
Construction Inspector (added)
Management Analyst, LD (added)
Business Support & Neighborhood Programs Administrator (added)
Redevelopment & Neighborhood Programs Administrator (deleted)

Development Services Coordinator (deleted)

Storm Water Program Manager (added)
Associate Environmental Engineer (added)
Associate Engineer (added)
Environmental Analyst

Financial & Administrative Services Department
(Special District Division was moved under F&ASD)

Special Districts Division Manager (added)
Special Districts Program Manager (added)
Landscape Districts Program Manager (added)
Senior Management Analyst (added)
Management Analyst (added)
Landscape Development Coordinator (added)
Senior Landscape Services Inspector (added)
Special Districts Budget and Accounting Supervisor (added)

Purchasing & Facilities Division Manager (deleted)
Animal Services Division Manager (deleted)

Fire Department

Fire Prevention Technician (added)

Human Resources Department
Risk Division Manager (deleted)

Human Resourced Analyst (added)
Purchasing & Facilities Division Manager (added)
Animal Services Division Manager (added)
Library Services Division Manager (added)
Principal Librarian (added)
Librarian (added)
Library Circulation Supervisor (added)

Library Department (deleted)
(Library Department was moved under Human Resources Department)
Library Director (deleted)

Parks and Community Services Department

Parks & Community Services Division Manager (added)

Public Works Department

Engineering Division Manager (deleted)
Associate Environmental Manager (deleted)
Environmental Analyst (deleted)

Special Districts Division Manager (deleted)
Special Districts Program Manager (deleted)
Landscape Districts Program Manager (deleted)
Landscape Development Coordinator (deleted)
Senior Landscape Services Inspector (deleted)
Special Districts Budget and Accounting Supervisor (deleted)
Storm Water Program Manager (deleted)
Financial Analyst (added)

2. FOR THE CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY CODE:

Members of City Council as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
City Manager
City Attorney
Deputy City Attorney
City Clerk
Economic & Community Development Director
Business Support & Neighborhood Programs Administrator
Housing Program Coordinator

Consultant (Person or entity under contract to the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley who provides

information, advice, recommendations or counsel to the Agency or who is subject to control or direction of the Agency)

Each position listed in the City as Successor Agency Code is already included in the City Code, therefore, no additional reporting requirements will ensue from inclusion in the City as Successor Agency Code. Positions are included only for the disqualification aspects arising out of City as Successor Agency business, when applicable.

3. FOR THE COMMUNITY SERVICES DISTRICT CODE:

Parks & Community Services Division Manager (added)
Management Analyst (Special District) (added)
Senior Management Analyst (Special District) (added)

Each position listed in the Community Services Code is already included in the City Code, therefore, no additional reporting requirements will ensue from inclusion in the CSD Code. Positions are included only for the disqualification aspects arising out of CSD business, when applicable.

4. FOR THE MORENO VALLEY HOUSING AUTHORITY CODE

Members of the City Council, ex officio, as Directors of the Housing Authority
Executive Director (City Manager)
Assistant Executive Director
Deputy Executive Director (Community & Economic Development Director)
Housing Authority Counsel
Housing Authority Special Counsel
Housing Authority Secretary
Finance Officer (F&AS Director)
Housing Authority Human Resources Director
Housing Program Specialist
Housing Program Coordinator

Consultant (Person or entity under contract to the Moreno Valley Housing Authority who provides information, advice, recommendations or counsel to the Authority or who is subject to control or direction of the Authority)

Each position listed in the Moreno Valley Housing Authority Code is already included in the City Code, therefore, no additional reporting requirements will ensue from inclusion in the HA Code. Positions are included only for the disqualification aspects arising out of HA business, when applicable.

ALTERNATIVES

Not applicable. In order to comply with the California Government Code, such review and determination are required.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

NOTIFICATION

Publication of the agenda

ATTACHMENTS

1. Proposed City Council Resolution
2. Proposed City as Successor Agency Resolution
3. Proposed CSD Resolution
4. Proposed Housing Authority (HA) Resolution
5. Resolution No. OB 2012-03, a Resolution of the Oversight Board of Successor Agency Adopting a Conflict of Interest Code

Prepared By:
Name
Title

Department Head Approval:
Jane Halstead
City Clerk, CMC

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. HA 2012-07

A RESOLUTION OF THE MORENO VALLEY HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING A CONFLICT OF INTEREST CODE BY REFERENCE TO THE FAIR POLITICAL PRACTICES COMMISSION'S STANDARD MODEL CONFLICT OF INTEREST CODE, AND REPEALING ALL PRIOR ENACTMENTS ON THE SAME SUBJECT

WHEREAS, the Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation 2 California Code of Regulations, §18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act; and

WHEREAS, The Moreno Valley Housing Authority was created by the City Council on March 28, 2011 to carry out responsibilities as delineated under the Housing Authority Law. The members of the City Council are the Commissioners for the Housing Authority; and

WHEREAS, the Housing Authority acting in their respective capacity as Chairman and Commissioners of the Housing Authority, has previously duly approved and adopted a Conflict of Interest Code by reference to the standard model Conflict of Interest Code; and

WHEREAS, said previously adopted Code should now be amended in respect to the designation of employees who are subject to the Code;

NOW, THEREFORE, THE COMMISSIONERS OF THE MORENO VALLEY HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The terms of 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendices in which members and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code for all designated employees of the Authority.

2. Members of the City Council, the City Manager, the City Attorney, the City

Treasurer, members of the Planning Commission and, pursuant to §4(C) of the Model Conflict of Interest Code, other designated employees, including members of other boards/committees and commissions holding designated positions, (listed on Appendix A attached hereto and incorporated herein by this reference) and having a disclosure category which requires the filing of a Statement of Economic Interest (described on Appendix B attached hereto and incorporated herein by this reference), shall file their Statement of Economic Interest with the City Clerk, to whom the City Council hereby delegates the authority to carry out the duties of Filing Officer who will make the statements available for public inspection and reproduction. (Gov. Code §81008) The City Clerk will retain statements for all designated employees. The City Clerk shall forward to the Fair Political Practices Commission a copy of each Statement of Economic Interest filed by a member of the City Council, by the City Manager, by the City Attorney, by the City Treasurer, or by a member of the Planning Commission.

3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

4. Adoption of this Resolution shall not invalidate any action taken or proceedings undertaken pursuant to any prior enactments on the same subject.

5. This Resolution shall be operative as of the date of adoption.

APPROVED AND ADOPTED this 11th day of December, 2012.

_____
Chairperson

ATTEST:

_____
Secretary

APPROVED AS TO FORM:

_____
City Attorney

MV00187010

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Housing Authority of the City of Moreno Valley, California, do hereby certify that Resolution No. HA 2012-07 was duly and regularly adopted by the Commissioners of the Moreno Valley Housing Authority at a regular meeting thereof held on the 11th day of December, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Commissioners, Vice Chairperson, Chairperson)

_____

SECRETARY

(SEAL)

MV00187011

APPENDIX A

MORENO VALLEY HOUSING AUTHORITY

DESIGNATED OFFICERS AND EMPLOYEES	DISCLOSURE CATEGORY
MORENO VALLEY HOUSING AUTHORITY:	
Members of the City Council, ex officio, as Directors of the HA	2
Executive Director	2
Assistant Executive Director	1
Deputy Executive Director	1
Housing Authority Counsel	2
Housing Authority Special Counsel	1
Housing Authority Secretary	1
Community and Economic Development Director	1
Finance Officer	2
Housing Authority Human Resources Director	1
Consultant:	
(Person or entity under contract to the Housing Authority who provides information, advice, recommendations or counsel to the Authority or who is subject to control or direction of the Authority)	1

APPENDIX B

DISCLOSURE CATEGORIES

General Provisions:
Designated officers and employees, including board and commission members, who are required to disclose financial interests pursuant to conflict of interest codes approved by the City Council, need not disclose any financial interest to which all of the following conditions attach at the time of filing a required financial disclosure statement and which were true during all of any period of time covered by such statement:

(a) The interest is in the form of ownership of a security, which is registered with the Securities and Exchange Commission of the United States Government.

(b) The interest constitutes one-half (1/2) of one percent (1%) or less of the total ownership interest in the business entity represented by the security.

(c) There is no executory contract with a value greater than one thousand dollars ($1,000) and which is within the purview of designated employee's board, commission, department or office, between the City and the business entity represented by the security.

(d) The headquarters and the principal place of doing business of the business entity represented by the security are outside of the jurisdiction of the City.

Disclosure Categories:

1. Must report financial interests in all categories of the Statement of Economic Interest subject to the limitations listed above.

2. Persons in this category are already required to disclose and report investments, income, and interests in real property under §87200 and following of the Government Code or pursuant to requirements of another conflict of interest code requiring the same or more extensive reportable interests. Therefore, no other or additional disclosure requirements are imposed by this Code and such persons are included herein only for disqualification purposes.

3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

MINUTES - REGULAR MEETING OF NOVEMBER 27, 2012
(Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RLH
CITY MANAGER	MO

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: December 11, 2012

TITLE: ADOPTION OF FY 2013-2014 CDBG AND HOME PROGRAM OBJECTIVES AND POLICIES

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a Public Hearing to allow for the community to comment on the needs of low-and-moderate income residents in Moreno Valley, including the CDBG Target Areas.

2. Approve the proposed CDBG and HOME Program Objectives and Policies for the 2013-2014 Program Year.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

Every year, the Department of Housing and Urban Development (HUD) allocates federal grant monies to the City of Moreno Valley known as the Community Development Block Grant (CDBG) and the HOME Investment Partnership Program (HOME). These grants are used to provide services to benefit low-and-moderate income persons (see Attachment 1 for the 2012 Income Levels). Eligible CDBG grant activities range from social services to capital improvements to business and employment development. HOME funds must be used toward the development of affordable housing programs. Attachment 2 details eligible and ineligible activities for both programs. HUD requires that cities concentrate their programs in areas determined to contain residents of which at least 51% earn low-to-moderate incomes, these areas

are referred to as 'CDBG Target Areas'. For a map of Moreno Valley's CDBG Target Areas see Attachment 3.

Each entitlement city must also prepare a Consolidated Plan that establishes CDBG activities for a five year period. Moreno Valley's last Consolidated Plan was adopted in FY 2008-09 and will remain in effect through the end of FY 2012-13 or June 30, 2013. For each individual Consolidated Plan year, entitlement cities must adopt a separate planning document called the Annual Action Plan. The Annual Action Plan identifies how the City will allocate both CDBG and HOME funds for the upcoming year while meeting the goals established in the Consolidated Plan. Each Annual Action Plan must include up-to-date Objectives and Policies for both CDBG and HOME Programs.

DISCUSSION

The CDBG and HOME program year activities are structured so that HUD will receive the 2013-14 Annual Action Plan by the mandatory federal deadline of May 9, 2013. Prior to submittal, the City is required to complete a series of sequential activities including three Public Hearings to:

1. Adopt current Objectives and Policies (tonight),
2. Recommend CDBG and HOME Project Selections to Council (March 2013), and
3. Adopt the program year Annual Action Plan (end of April 2013).

These activities must be completed on schedule for the FY 2013-14 Annual Action Plan to be submitted on time.

Before a City can begin the project selection process for CDBG and HOME, HUD requires a jurisdiction to complete a mandatory 'Citizen Participation Process' and adopt objectives and policies that reflect the current needs of the community.

Moreno Valley's 'Citizen Participation Process'

The 'Citizen Participation Process' is intended to encourage active and informed participation in the CDBG and HOME Programs by the community. Each year as part of this process, Moreno Valley holds community-based meetings and Public Hearings to receive input on the current 'needs' of its low-to-moderate income residents. Attendees are asked to comment on issues and problems affecting low-to-moderate income persons so that the City make informed funding decisions.

Comments received at these meetings are taken into consideration when forming the Objectives and Policies for the program year. The City held two public meetings during the month of October 2012. The first Community Meeting was held the morning of Monday, October 29, 2012 at the Moreno Valley Council Chambers and the second meeting was held the evening of Tuesday, October 30, 2012 at the Moreno Valley Conference and Recreation Center. Attachment 4 provides comments that were received from residents and service providers who attended the meetings.

Purpose of Objectives and Policies

In accordance with HUD's requirements, Moreno Valley's Objectives and Policies must be re-evaluated each year to ensure they adequately reflect the current needs of the community. The updated Objectives and Policies must then be adopted by the City Council for the upcoming CDBG and HOME program year. Objectives and Policies primarily focus on: (1) defining the City's funding priorities, (2) offering project selection criteria, and (3) providing guidance for staff when reviewing and recommending programs and projects for funding. Both are distributed to non-profit agencies who are interested in applying for funding to develop a local social service program in Moreno Valley and convey important information about the eligible categories of programs and the City's priorities for local organizations.

For the last 5 years, the City has worked with the same eight objectives and four policies but this year would like to introduce one new policy. Over the past few years, staff has observed an influx of providers submitting grant applications that propose similar services and programs. Staff feels that if the non-profits were open to combining their limited resources and staff, their programs could be significantly stronger and would like to encourage the collaborations by creating a policy that rewards the collaborating group with additional points on their application during the evaluation process. Please see Attachment 5 for the description of this and other policies and objectives.

This Year's (2013-14) Recommendation of Priority Ranking under the 'Public Services' Objective

An eligible use of CDBG monies is 'Public Services.' Public Services can include but not limited to food banks, homeless shelters, specialized counseling, foster youth services, etc. that benefit the City's low income households. HUD limits the monies that can be used toward Public Services to 15% of the overall annual CDBG allocation, which for Moreno Valley averages approximately $280,000 per year. Because these particular monies are very limited and the demand is so high, staff has established a priority ranking within this objective category that assists in reaching decisions on which programs are best suited for the community within a given year.

After comprehensive research, including consideration of public input and review of various program reports, including those provided by the City's local non-profits currently serving the City's low-and-moderate income population, staff recommends the following priority ranking under the Public Service Objective:

(1) 'Basic Needs' Related Social Services Programs (such as rental assistance, utility assistance, and emergency food programs)
(2) Employment Services/Programs and Job (Skills) Training
(3) Homeless and Homeless Prevention Services and Programs

(4) Budget/Financial Management, and Credit Repair Classes and Counseling
(5) Crime Prevention/Public Safety Services

The City seeks to address the most urgent 'needs' of its residents first. Because of the documented public demand for 'basic needs' related programs, and the City's continuing issues with local unemployment, staff recommends that the top two priorities remain unchanged from last year.

Based on feedback from the City's primary provider of Fair Housing services, market conditions have changed and reports show less demand for foreclosure prevention programs. Consequently, staff has removed that issue from the 'Priority Ranking' and instead at the urging of community service providers have added 'Homeless and Homeless Prevention Services and Programs' to the priority list. With limited occupancy at the local shelters and growing waiting lists, coupled with this year's end to the Homelessness Prevention and Rapid Recovery Grant (HPRP) Program, local community providers are experiencing a spike in the needs associated with the local homeless.

For months, the City has engaged in ongoing discussions with subgrantees about the ability of program participants to manage their individual finances. Several City subgrantees had voiced that some households had a difficult time budgeting their income appropriately (for a variety of reasons whether sudden unemployment, increased costs of living, personal spending habits, etc.) which in many cases lead to mismanagement and/or need for not just one time assistance but continued subsidy assistance. For the second year in a row, the issues of finances/budget/credit repair were discussed during the community meetings, securing a place for Budget/Financial Management, and Credit Repair Classes and Counseling in the 'priority ranking.'

ALTERNATIVES

1. Staff recommends that the City Council conduct a Public Hearing, receive comments, and adopt the proposed CDBG and HOME Objectives and Policies as listed on Attachment 5. Doing so will meet HUD's requirements, as well as provide the public and staff with direction regarding funding proposals for FY 2013-14.

2. The City Council may amend or reprioritize any of the proposed Objectives and Policies.

FISCAL IMPACT

The approval of Objectives and Policies for the Fiscal Year 2013-14 Annual Action Plan will not impact other City funding, including the General Fund. CDBG and HOME funds are restricted funding sources to be used exclusively for projects and programs allowed by HUD regulations and may not be used to fund other general government programs and services. It is important to note that, the CDBG and HOME funds are HUD grants and do not require matching funds.

Objectives and Policies are needed for staff to begin the budget process for FY 2013-14 CDBG and HOME Programs. To ensure the timely receipt of the 2013-14 CDBG and HOME entitlement allocations, the entire process (including project selection and submittal of the Annual Action Plan to HUD) must be completed by May 9, 2013.

At the time of this staff report submittal, the federal government has not yet approved the grant allocations. However, based on last fiscal year's entitlement allocations, staff estimates the 2013-14 CDBG grant to be approximately $1.8 million and HOME grant to be approximately $460,000.

CITY COUNCIL GOALS

Approval of this proposed action would support the following Council goals:

1.	Revenue Diversification & Preservation	By utilizing CDBG and HOME funds the City will enhance its ability to create a stable revenue base and fiscal policies that will support essential City services.
2.	Public Safety	Many of the proposed CDBG and HOME programs will directly or indirectly help to provide a secure environment for people and property in the community.
3.	Positive Environment	The variety of community-based CDBG and HOME programs help develop and/or contribute to a positive environment in the community.
4.	Community Image, Neighborhood Pride & Cleanliness	CDBG and HOME programs such as Code Enforcement and Housing Rehabilitation will help to preserve, rehabilitate, and improve Moreno Valley's neighborhoods.

SUMMARY

Objectives and Policies must be included in the Annual Action Plan update to HUD in order to receive Fiscal Year 2013-14 CDBG and HOME entitlement grant allocations. Staff feels the previous eight objectives and four policies continue to work well; however one new policy that encourages non-profit collaboration for groups providing similar programs is being proposed. See Attachment 5. As far as priority ranking within the 'Public Service' Objective -research and community input show that demand for basic needs services such as rental assistance, utility assistance, and food continues; as does unemployment. This has prompted staff to recommend to keep 'basic needs' programs and employment services/job skills training as top "Public Service' priorities. Additionally, staff recommends adding homeless/homeless prevention programs and budget/financial management (credit repair) classes and counseling as priority rankings. It is recommended the Council adopt the revised objectives and priorities established for FY 2013-14. Once adopted, HUD will also review the Objectives and Policies for compliance with CDBG and HOME regulations.

NOTIFICATION

Notice of this meeting was published in the local section of *The Press-Enterprise* newspaper on November 25, 2012.

ATTACHMENTS

Attachment 1: 2012 Income Limits Table
Attachment 2: Eligible & Ineligible Grant Activities
Attachment 3: CDBG Target Areas Map
Attachment 4: Minutes from Community Meetings
Attachment 5: Proposed CDBG and HOME Objectives and Policies 2013-2014
Attachment 6: PowerPoint, Objectives and Policies

Prepared By:
Isa Rojas
Management Analyst

Department Head Approval:
Barry Foster
Community & Economic Development Director

Concurred By:
Dante G. Hall
Business Support & Neighborhood Programs Administrator

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

2012 INCOME LIMITS

Effective February 9, 2012 - Revised Annually

Neighborhood Preservation Division

Annual Income Level	% of Area Median	Number of Persons In Household							
		1	2	3	4	5	6	7	8
Extremely Low Income	30%	$14,100	$16,100	$18,100	$20,100	$21,750	$23,350	$24,950	$26,550
Very Low Income	50%	$23,450	$26,800	$30,150	$33,500	$36,200	$38,900	$41,550	$44,250
60% Limits (HOME)	60%	$28,140	$32,160	$36,180	$40,200	$43,440	$46,680	$49,860	$53,100
Low Income	80%	$37,550	$42,900	$48,250	$53,600	$57,900	$62,200	$66,500	$70,800
Median Income	100%	$44,300	$50,650	$56,950	**$63,300**	$68,350	$73,450	$78,500	$83,550
Moderate Income	120%	$53,150	$60,750	$68,350	$75,950	$82,050	$88,100	$94,200	$100,250

Eligible CDBG Activities

- Acquisition, design, construction, rehabilitation, or installation of certain publicly owned facilities such as:

  - Parks, playgrounds and recreational facilities.
  - Senior centers, except 24-hour care facilities.
  - Neighborhood facilities.
  - Fire protection facilities and equipment.
  - Parking facilities.
  - Street improvements.
  - Flood, drainage, or sewer facilities.
  - Other improvements vital to a community's development.

- Acquisition of property that is: of historic value; appropriate for beautification or conservation of open spaces; appropriate for low or moderate income housing.
- Clearance and demolition of buildings and land which may be a health hazard to the community. Interim assistance or temporary help to alleviate harmful or dangerous conditions.
- Removal of architectural barriers which restrict the mobility of handicapped persons.
- Rehabilitation and preservation of buildings and improvements, both publicly and privately owned.
- Code enforcement in designated target areas.
- Historic preservation activities.
- Eligible economic development activities.
- Eligible planning and environmental design costs.
- Public services including, but not limited to: fair housing activities, public safety services, homeless services, senior citizen services, educational programs, youth services, drug abuse counseling & treatment and recreation programs.

Ineligible CDBG Activities

- Buildings for the general conduct of government, such as city halls, courthouses, and police stations.
- Stadiums, sports arenas, auditoriums, museums and central libraries
  (Note: branch libraries may be built in CDBG Target Areas).
- Purchase of equipment such as construction equipment, fire protection equipment, furnishings, and personal property.
- Schools
- Airports, subways, bus or other stations.
- Hospitals, nursing homes, and other medical facilities.
- Treatment works for liquid industrial wastes or sewage.
- Expenses of general government for operation and maintenance of public facilities.
- Political activities.

- Direct income payments to residents.

Eligible HOME Activities

- Loans and grants provided by Participating Jurisdictions (the City of Moreno Valley is a Participating Jurisdiction) to develop and support affordable rental housing and homeownership affordability through acquisition, new construction, reconstruction, or rehabilitation of non-luxury housing (including manufactured housing).
- Operating expenses and capacity building costs for eligible Community Housing Development Organizations (CHDO).
- Eligible administrative and planning costs.

Ineligible HOME Activities

- Project reserve accounts or operating subsidies.
- Tenant-based rental assistance for the special purposes of the Section 8 program.
- To provide non-federal matching contributions.
- To provide assistance to annual contributions for the operation of public housing.
- Modernization of public housing.
- Prepayment of low-income housing mortgages.
- Assistance to a project previously assisted with HOME funds during the period of affordability.

MV00187023

ATTACHMENT 3

City of Moreno Valley CDBG Target Areas

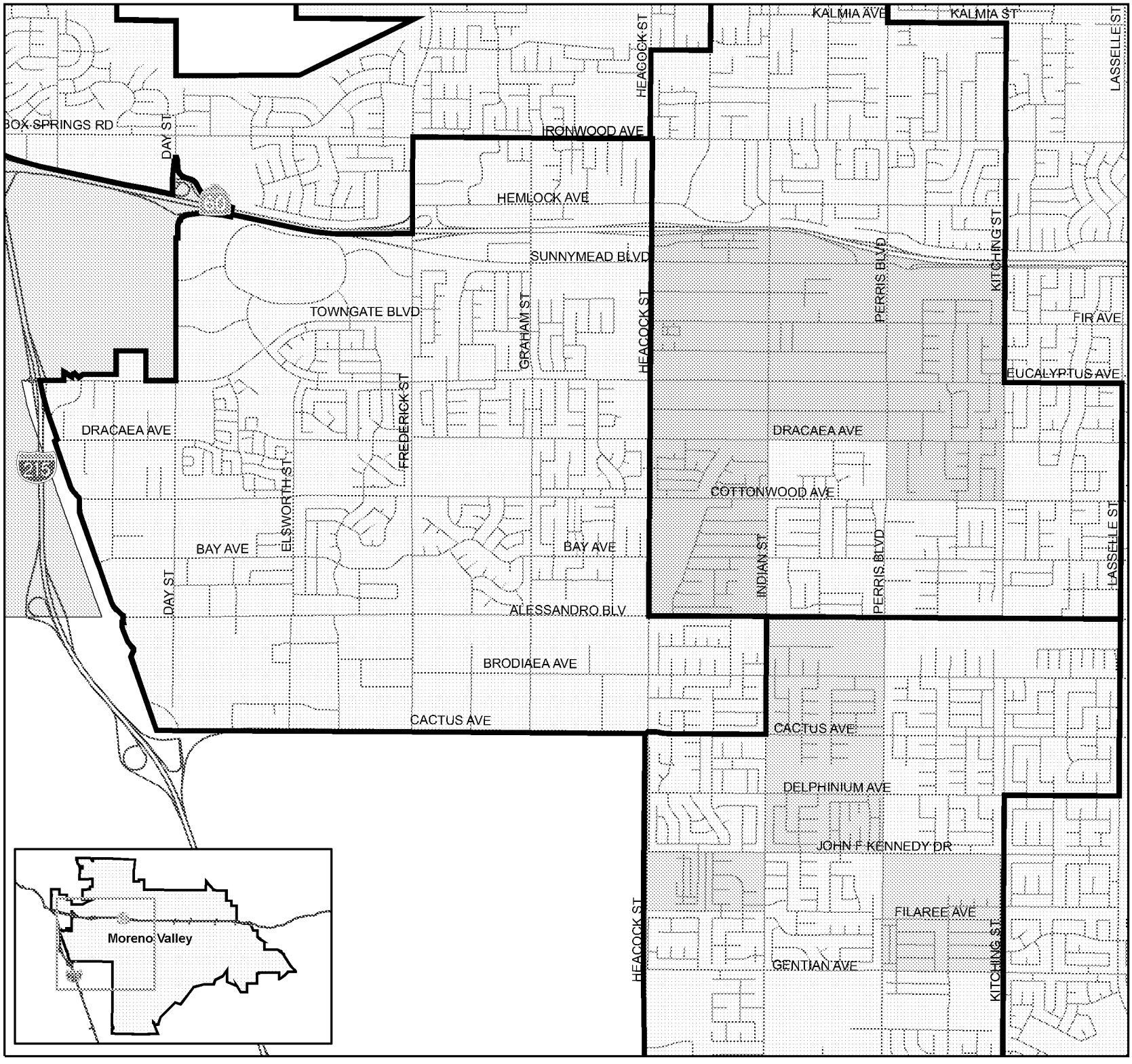

CDBG Districts

- District 1
- District 4
- District 5
- Council District Boundaries
- Moreno Valley
- Riverside

N

0 1,250 2,500 Feet

0 0.25 0.5 Miles

Map Produced by Moreno Valley Geographic Information System

Geographic Information in:
State Plane NAD 83 California Zone 6 Feet
G:\ArcMap\Code\
CDBG_target_areas_1007.mxd
October 30, 2007

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map.

MORENO VALLEY
WHERE DREAMS SOAR

MV00187024

MINUTES FROM COMMUNITY MEETINGS

COMMUNITY NEEDS ASSESSMENT MEETING 1

Moreno Valley City Hall – Council Chambers
October 29, 2012
10:00 a.m. – 11:30 a.m.

Staff members present at the meeting:
Donna Moeller, Housing Program Specialist
Dante Hall, Business Support and Neighborhood Programs Administrator
Isa Rojas, Management Analyst
Diana Vasquez, Housing Program Specialist
Ralph Casteneda, Staff (Analysis of Impediments/Fair Housing Plan) Consultant

Persons present at the meeting:

- Resident requesting to remain anonymous
- Celina Miller & Joe Mota, Coachella Valley Housing Coalition
- Betty Vaughn, Assistance League of Riverside
- Karin Roberts & Christine Morgando, Habitat for Humanity
- Dorothy Grzeskowiak, Friends of the Senior Center and CAP Food Pantry
- Christy Rodriguez & Jeanne Joyce, Family Services Association
- Craig Redelsperger, Community Connect, Inc.
- Norberto Perez, Resident
- Debra Harger, Community Investment Corp. (CIC)
- Romer San Miguel, Riverside Area Rape Crisis Center
- Karen Young-Lowe, Lighthouse Treatment Center
- Rose Mayes & Harold Jones, Fair Housing Council of Riverside County
- Toneya McGinnis, Riverside Faith Temple
- Steve Taylor, Setting the Path

Donna Moeller presented an overview of the CDBG and HOME programs, including historical funding level, and current policies and objectives. Attendees were advised that the purpose of the Needs Assessment Meeting was to solicit input from the community. Attendees were asked to discuss issues they considered as "needed" in the Moreno Valley community as well as trends that they are experiencing and/or hearing about while working with Moreno Valley residents.

The following is a summary of comments made by the attendees:

- It was shared that there continues to be a high public interest for affordable housing. Habitat for Humanity stated that the number of families applying for Habitat for Humanity homes has significantly increased however due to credit issues less and less families are able to qualify for a mortgage. This is presenting a challenge and perhaps a need for credit repair services.

- Outreach for Moreno Valley's youth is a continued necessity. Education programs such as abuse prevention and job training were highlighted as needs.

- Housing and services for homeless veterans was described as limited. Lighthouse Treatment Center has a long waiting list of persons seeking services and to participate in their transitional living program.

- A local affordable rental housing complex shared that they also have a waiting list and that even at the affordable rents tenants are having difficulty making their monthly payments.

- The County's telephone referral service program reported having calls from members of the MV community increase by 23% over the last couple of years with the City's residents primarily requesting referrals for: (1) rental assistance, (2) utility assistance, and (3) emergency food and/or food stamps.

COMMUNITY NEEDS ASSESSMENT COMMENTS (CONTINUED)

- One local agency noted that there is an increase in public requests for electricity and gas utility bill payment assistance as well as for water bills, but that water bill payment assistance is not available in the area.

- The Riverside County Fair Housing Agency noted a decrease in need for foreclosure prevention programs but an increase in need for budget counseling, credit repair, and education on how residents can protect themselves from various housing related frauds and scams.

- A resident indicated that her Central Sunnymead neighborhood is currently plagued with drug and gang activity. She attributed part of the problem to absentee landlords and recommended the City consider applying consequences to landlords who constantly have crime occur on their properties. She felt landlords could be educated on how to better screen their tenants. She also commended the City's Problem Oriented Policing Team for their involvement.

- It was shared by the Director of Habitat for Humanity that another community has taken a holistic approach to solving its neighborhood issues. The City or township, assigned a lead (one project manager) to work on one street at a time to address the various issues that residents were experiencing. The program manager worked to connect the residents with appropriate service provider or coordinate with other City Departments in efforts to resolve the issues. Because the project manager serves as the single point of contact an element of trust is developed between the residents and the project manager. It was noted that this method takes time and for the neighborhoods there would be no overnight fix.

- The Family Services Association indicated that issues in the senior community were important. FSA runs a meal program for the Senior Center and indicated that they felt there was a need for supplemental services such as assisting low (limited) income seniors with dentures, glasses, or other general services.

- A local resident felt that the 'Edgemont' area is in need of capital improvements. He stated that due to issues with the water pressure, developers are unable to build in this area, causing it to be overlooked (while the rest of the City progresses). He pointed out that his neighborhood contains unpaved streets, lacks street lighting, and where there were street improvements made, there was no coordination with the water company to build with future development in mind.

- An attendee commented that he felt there was a need for at risk youth programs. He felt the youth community would benefit from job training and other such programs aimed at keeping them out of trouble.

The City's staff consultant announced the City's intent to update its' Analysis of Impediments and Five Year Fair Housing Plan. The group was briefed on what the documents are and the requirements by the Office of Housing and Urban Development (HUD) and was informed on some of the upcoming surveys and workshops.

MV00187026

COMMUNITY NEEDS ASSESSMENT MEETING 2
Conference & Recreation Center – Alessandro Room
October 30, 2012
6:00 p.m. – 7:30 p.m.

Staff members present at the meeting:
Donna Moeller, Housing Program Specialist
Isa Rojas, Management Analyst

Community members present at the meeting:

- Elizabeth Adkins, Resident
- Max M. Aruz, Resident and member of St. Christopher Church
- Norberto Perez, Resident
- Robyn Phillips, Resident

Donna Moeller presented an overview of the CDBG and HOME programs, including historical funding levels, and current policies and objectives. Attendees were advised that the purpose of the Needs Assessment Meeting was to solicit input from the community. Attendees were asked to discuss issues they considered as "needed" in the Moreno Valley community as well as trends that they are experiencing and/or hearing about in working with Moreno Valley residents.

The following is a summary of comments made by the attendees:

- Attendees asked staff to provide more details on the City's project selection process. They inquired about how applications were evaluated and who made the final decisions. Staff explained the application intake process and the evaluation conducted by the Technical Review Committee, followed by Department Head and City Manager review, and ultimately final approval by the City Council during a Public Hearing.

- Attendees asked staff to explain what Fair Housing meant. Staff provided an overview and explained that a new Analysis of Impediments is currently being prepared.

- The group engaged in a detailed discussion about the 'Edgemont' area and its various needs including and most notably its inadequate water system and need for upgraded pipes. A resident expressed concerns about the quality of the water and effects on people who have been drinking it for decades.

- Attendees agreed the area was in need of general upkeep and clean-up. Several felt that the lack of maintenance was attracting a bad element. This concern was re-emphasized several times during the meeting. Attendees continued to state that they felt there is a need to conduct neighborhood clean-ups more frequently than what is currently offered. It was suggested that perhaps the City could create a program where residents could borrow tools or coordinate with volunteers to conduct simple maintenance on their properties.

- A resident urged the City to continue to install street improvements and sidewalks where necessary, especially on streets such as Bay Ave., Brill Road, and those frequented by pedestrians such as streets near Edgemont Elementary. He also suggested the City evaluate the streets surrounding Sunnymead Elementary.

- It was suggested that the area by Old Hwy 215 be improved as it is a main 'gateway' into the City. Staff was asked to assist small businesses on Alessandro (visible storefronts) with counseling as to avoid frequent closures.

- The residents stressed the need for more homeless shelters, and motel vouchers especially since the number of shelter beds is so limited.

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- One resident shared that not only was there a limited number of beds in the shelters but there are personality conflicts among the homeless that leads to fighting and persons not wanting to use the shelters.

COMMUNITY NEEDS ASSESSMENT COMMENTS (CONTINUED)

- It was pointed out that a new homeless encampment had been established along the Old 215. The City was asked to consider cutting down trees that seem to attract these encampments.

- It was also pointed out that homeless seem to congregate near Parole Offices and that it would make sense to have homeless shelters and services available near the Parole Offices.

- The group engaged in a discussion regarding mentally ill homeless and homeless veterans. It was commented that the need for services, particularly for these groups was on the rise. One community member felt that homeless veterans could benefit more from independent living programs and training rather than direct monetary assistance.

- A resident suggested that the City consider installing a citywide camera system. It was explained that one is currently underway.

- City staff was asked to be more pro-active in making the public aware of available services and was encouraged to mail lists of available programs to local churches so they may share them with their members.

- City staff was also asked to consider distributing information on programs and scholarship opportunities at community events such as local soccer games and other youth sporting events. They felt that making the information available at these events would remove the intimidation factor that some people may experience when considering contacting government offices.

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COMMUNITY NEEDS ASSESSMENT COMMENTS (CONTINUED)

THE FOLLOWING IS A SUMMARY OF NEEDS ASSESSMENT COMMENTS MADE BY WALK-INS, BY PHONE OR BY E-MAIL:

Burt Ashen, Resident at Perris Isle Affordable Senior Complex and Concerned Citizen

Mr. Ashens visited and wrote the City asking staff to consider mandating access to basic television as developer requirement in affordable senior housing complexes. He argued that:

- basic television is a conduit for emergency broadcast system, and necessary (like other utilities) in today's times,
- complexes are already pre-wired to support this service at no cost to the tenant,
- other affordable housing complexes in other cities are currently offering free basic cable,
- cities have the ability to and so should mandate such a service as part of their affordable housing agreements,
- seniors in these affordable complexes have very limited income,
- current television service (because of complex rules for no satellite/dishes) is limited to Time Warner or Verizon. Seniors are at the mercy of the cost of their 'packages' and associated fees,
- access of basic channels to seniors at no or discounted costs would be of no consequence to Time Warner or Verizon.

Mr. Ashens also commented:

- A new advocacy group for seniors has formed. They meet at the senior center several times a week. City staff can reach out to them for more input on senior needs.
- There have been tenant meeting(s) recently at Perris Isle to discuss concerns at the complex. These meetings have become overwhelmingly large with participation and offer another opportunity for City staff to hear about current issues at the local affordable housing complexes.

Norberto Perez, Community member/Concerned Citizen

Mr. Perez attended both Community Meetings but also e-mailed follow-up concerns to the Business Support and Neighborhood Programs Division regarding the City Library. He strongly feels that until the City is able to build a new, larger library it should consider adding more computers (up to 40) at the current site. He indicates that there are always members of the public waiting to use one of the existing 25 computers (10 of which are reserved for children), and he feels that the community demand could be better addressed if the library shelves were slightly reorganized to make space and more computers were added. He also suggested the City consider allowing the public to utilize computers for 2 hour blocks to allow them to complete their business and/or assignments.

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Attachment 5

FY 2013-14 Proposed
CDBG & HOME Objectives and Policies

The City of Moreno Valley has established the following Community Development Objectives and Policies in order to give maximum priority to projects and activities that will benefit low-and-moderate income residents. Proposed programs for the upcoming year should fit into one of the categories of Objectives. Staff will abide to the given Policies when reviewing proposed programs for potential funding.

OBJECTIVES *(listed alphabetically)*

Capital Improvement Activities

Acquisition, design, construction, and installation of needed public facilities and improvements located in CDBG income eligible Target Areas where infrastructure is missing or substandard. Public facilities and improvements may include street improvements, storm drains, and water and sewer lines. Improvements shall facilitate pedestrian activity, eliminate flooding, and provide for safer streets within the Target Areas.

Economic Development Activities*

Expanded economic opportunities through micro-enterprise loan programs and counseling as well as employment and job skills programs to create and retain jobs for low-and-moderate persons.

Fair Housing Activities *

The promotion of housing choice and support of state and federal fair housing laws to ensure that all residents have access to a decent home in a suitable living environment in the City. Fair Housing activities are met by promoting and affirmatively furthering equitable housing opportunities through education, counseling, enforcement, and training.

This objective also includes the prevention of foreclosure through counseling, mediation, and case management for homeowners facing mortgage delinquency, default, or any stage of foreclosure, thereby maintaining safe, stable neighborhoods and community.

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Health, Safety, and Public Welfare

Eliminating conditions which are detrimental to health, safety, and public welfare through interim rehabilitation, code enforcement, etc.

Historic Preservation*

Restoring and preserving properties formally designated as historic structures.

Housing Activities

Conserving and improving housing stock through rehabilitation of units occupied by low-and-moderate income households. Activities are designed to: (1) improve existing substandard or deteriorated housing stock that does not meet building, safety, or fire code and (2) achieve the goals identified in the City's Consolidated Plan.

Public Service Activities*

Improving the quantity and quality of public services, principally for low-and-moderate income persons, including the homeless, elderly, and disabled. The following services are identified by order of priority:

(1) 'Basic Needs' Related Social Services Programs (such as rental assistance, utility assistance, and emergency food programs)
(2) Employment Services/Programs and Job (Skills) Training
(3) Homeless and Homeless Prevention Services and Programs
(4) Budget/Financial Management, and Credit Repair Classes and Counseling
(5) Crime Prevention/Public Safety Services

Slum or Blight Activities

Elimination of slums and blight in order to prevent the deterioration of City neighborhoods, principally in the CDBG Target Areas.

These activities pertain to the CDBG Program only.

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POLICIES *(listed alphabetically)*

In order to meet the objectives and ensure efficient use of CDBG and HOME funds, the following policies have been established:

City Projects and Programs

Certain public improvements, such as storm drains, curb, gutter, and sidewalks may at the Council's discretion be given priority and that provide long term benefits to improve low-and-moderate income CDBG Target Areas. Examples of these City sponsored programs include Code Enforcement activities, Community Policing, and Neighborhood Clean-ups.

Provider Collaboration *(NEW)*

Providers (local non-profits) that intend to provide similar services and programs to Moreno Valley's low-and-moderate residents shall be given funding priority for combining resources and efforts into a single program. Providers complete and submit a single CDBG or HOME application on behalf of the collaborating group. Funding priority would be given at the time of application review in the form of extra points on their overall application.

Local Services

Providers that are located in the City will be given funding priority when they are providing services equivalent to those offered by providers located outside the City.

The ultimate goal is to have services available and accessible within the City limits to serve all residents, especially those of low-and-moderate income. Prior to final selection of projects, other factors such as track record and experience will need to be considered.

Minimum Grant Level

A minimum grant level of $5,000 for CDBG and $25,000 for HOME has been established for the purpose of ensuring the most efficient use of these funds. Priority shall be given to grant requests that exceed $5,000, subject to staffing and administrative capabilities. Grant requests less than $5,000 will be considered at the discretion of the City Council.

Project and Program Funding *

Projects and Programs having other funding sources, in addition to funds requested through CDBG will be given priority. CDBG funding is intended to supplement a project or a program and not be its full funding source. Federal

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funding varies from year to year as do the needs of the community. It is therefore important for a project or proposal to sustain itself should CDBG funding not be available. Such an approach will also provide for the maximum leveraging and impact of CDBG monies.

**** These activities pertain to the CDBG Program only.***

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MORENO VALLEY

WHERE DREAMS SOAR

MV00187034

MORENO VALLEY
WHERE DREAMS SOAR

Community Development Block Grant (CDBG)

Presented By: Barry Foster
Community & Economic Development Director

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Moreno Valley has worked with HUD for 24 years through CDBG, HOME, and ADDI

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MORENO VALLEY
WHERE DREAMS SOAR

In 24 years, HUD has invested $36 million in Moreno Valley to enrich lives through .....

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CDBG Target Areas

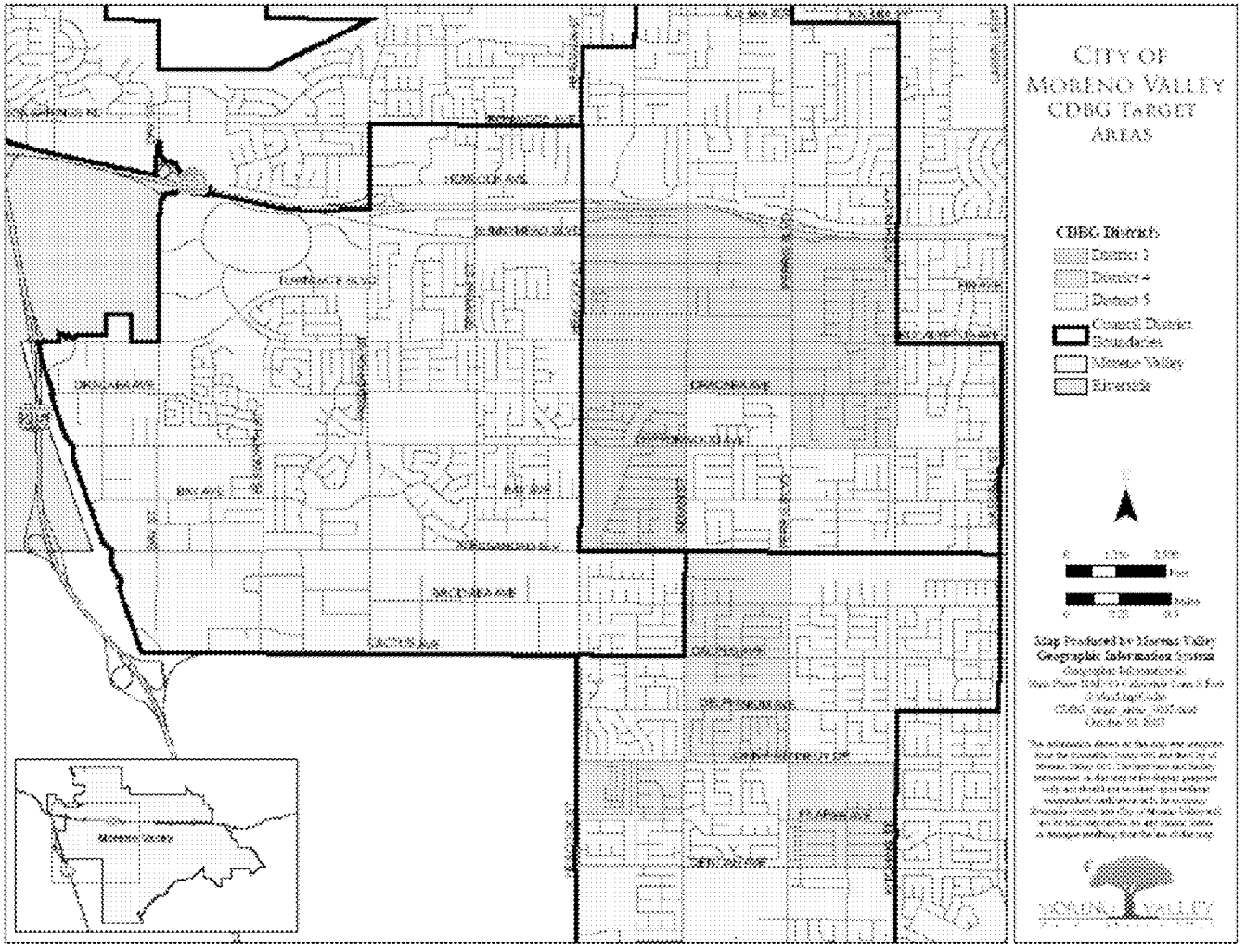

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Senior Services

Senior Living

Elderly Transportation

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Social Service Objective Priority Ranking:

1. 'Basic Needs' Related Social Services Programs (such as rental assistance, utility assistance, and emergency food programs)
2. Employment Services/Programs and Job (Skills) Training
3. Homeless and Homeless Prevention Services and Programs
4. Budget/Financial Management, and Credit Repair Classes and Counseling
5. Crime Prevention/Public Safety Services

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Homeless Shelters and Transitional Living Shelters

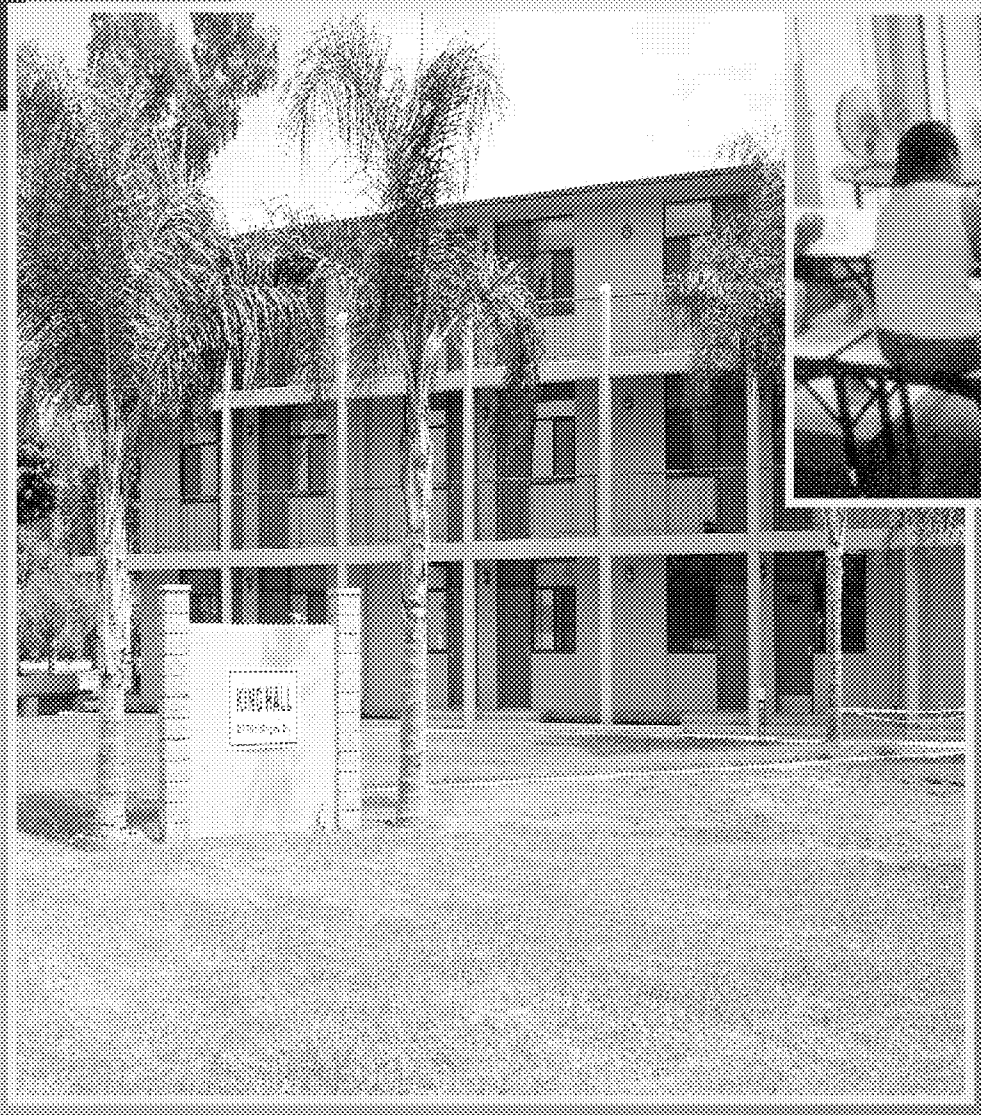

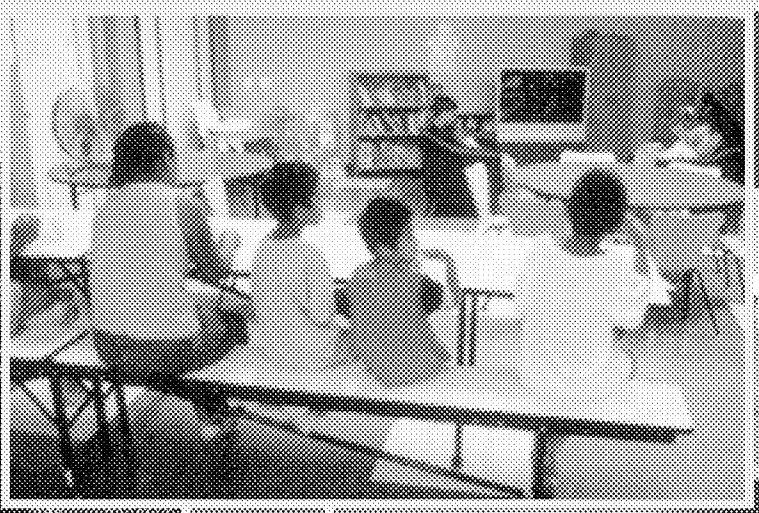

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Social Services

Affordable Childcare

MV00187042

Career Development Programs

MV00187043

Community Policing

Small Business Assistance

Counseling, Workshops, and Support

MV00187045

Neighborhood Clean-ups

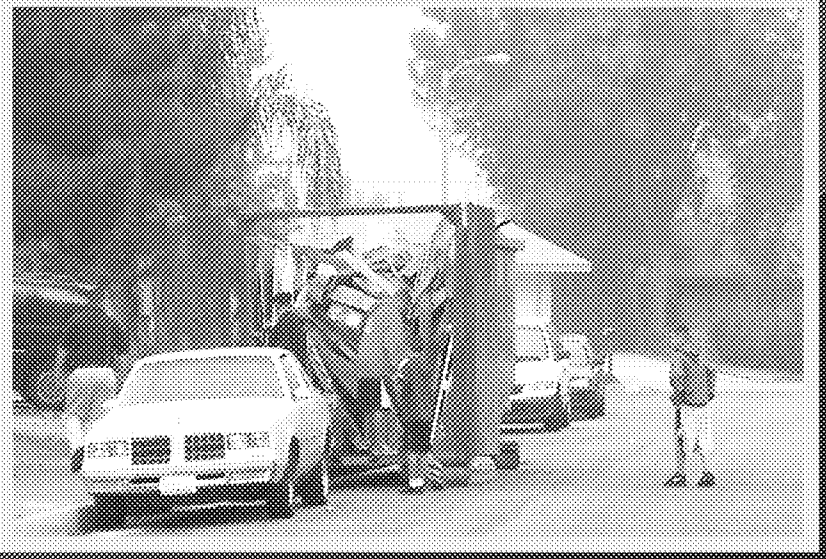

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Code Enforcement Services

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Capital Projects

Street Improvements

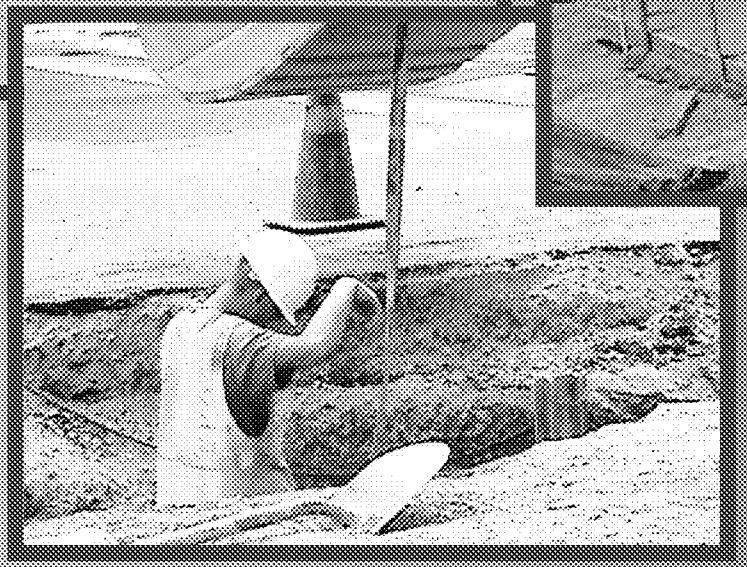

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Capital Projects

Neighborhood Parks

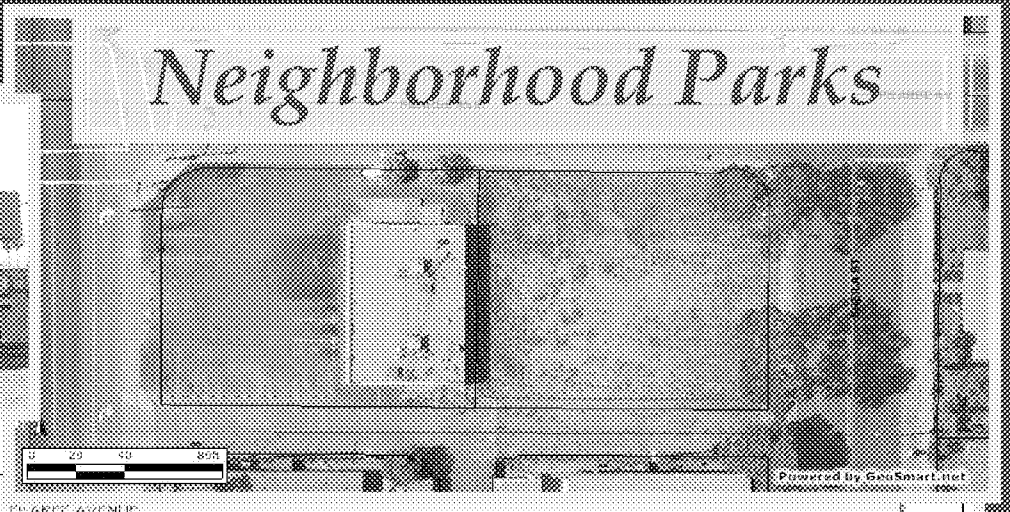

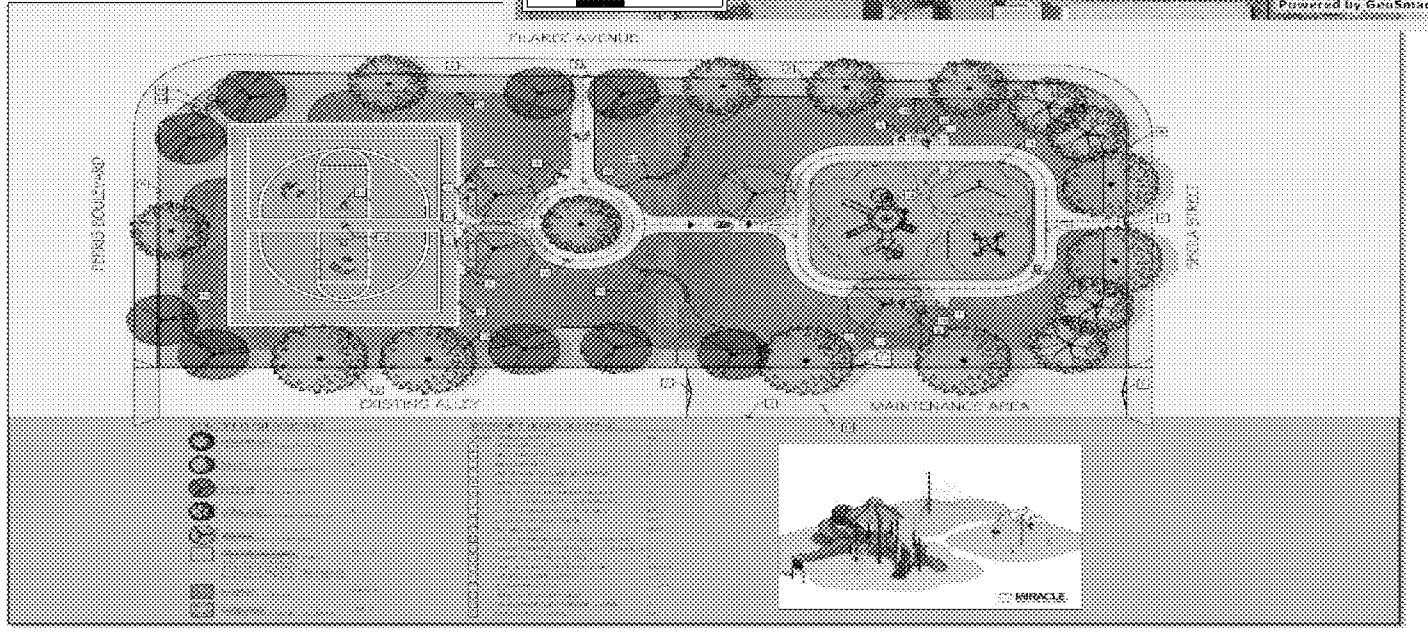

SHEILA PARK

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Housing Rehabilitation

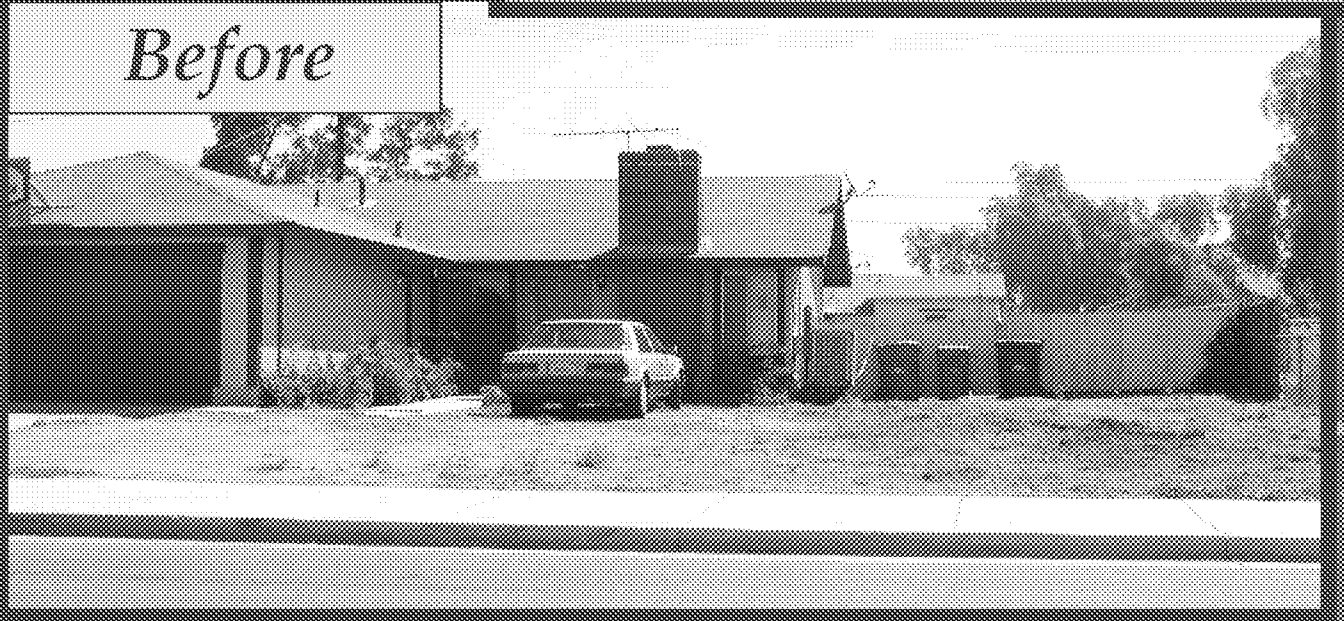

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Affordable Housing

New Construction

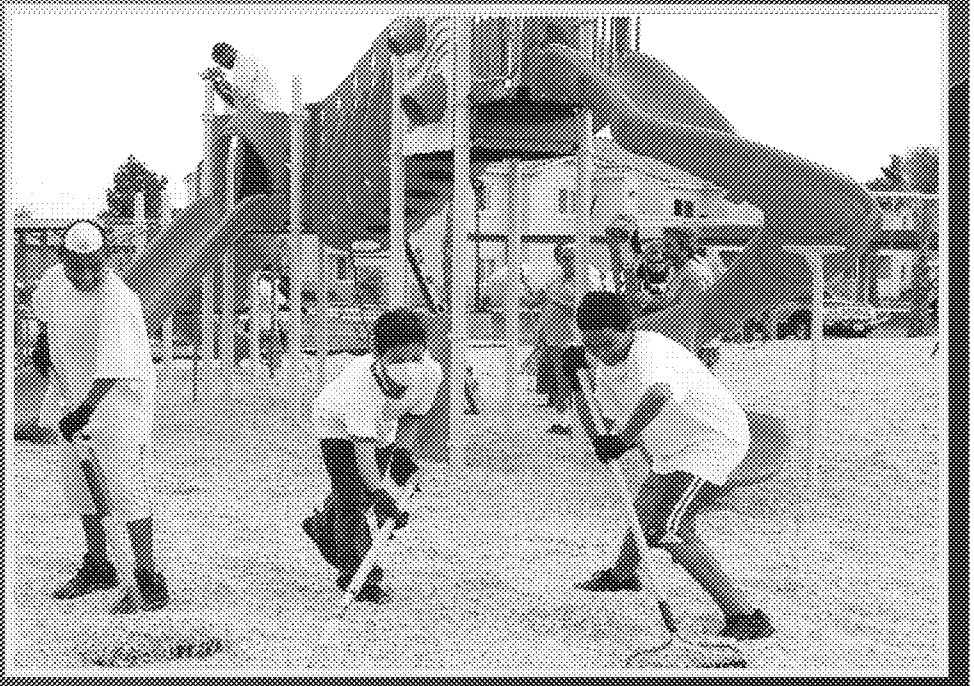

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Affordable Homeownership

Youthbuild, Homeownership Assistance Program

Habitat for Humanity Homes

MV00187052

Affordable Housing

Multi-Family Rehabilitations

After

Before

MV00187053

MORENO VALLEY

WHERE DREAMS SOAR

MV00187054

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RHH
CITY MANAGER	MO

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: December 11, 2012

TITLE: A PUBLIC HEARING FOR THE RPT CENTERPOINTE WEST PROJECT AND RELATED ENVIRONMENTAL IMPACT REPORT. PA12-0019 PROPOSES EITHER A 164,720 SQUARE FOOT (SF) WAREHOUSE BUILDING OR AN ENCLOSED TRUCK STORAGE YARD ON 7.6 ACRES AT THE NORTHEAST CORNER OF CACTUS AVE. AND FREDERICK ST. PA12-0020 PROPOSES ADDING 507,720 SF TO AN EXISTING 779,016 SF WAREHOUSE BUILDING ON 18.6 ACRE AT THE NORTHWEST CORNER OF CACTUS AVE. AND GRAHAM ST. PA12-0021 PROPOSES A 607,920 SF WAREHOUSE BUILDING ON 30 ACRES AT THE NORTHWEST CORNER OF GRAHAM ST. AND BRODIAEA AVE. THE PROJECT WILL REQUIRE THE VACATION OF EXISTING JOY STREET. PA12-0022 PROPOSES A ZONE CHANGE FROM BUSINESS PARK - MIXED USE (BPX) TO LIGHT INDUSTRIAL (LI) FOR 7.6 ACRES AT THE NORTHEAST CORNER OF CACTUS AVENUE AND FREDERICK STREET. THE APPLICANT IS RIDGE MORENO VALLEY, LLC.

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a public hearing for Environmental Impact Report (P12-057), Zone Change application PA12-0022, Plot Plan PA12-0019, Plot Plan PA12-0020, and Plot Plan PA12-0021, and subsequent to the public hearing:

2. **APPROVE** Resolution No. 2012-106 **CERTIFYING** that the Environmental Impact Report (EIR) for the RPT Centerpointe West Project has been completed in compliance with the California Environmental Quality Act, **ADOPTING** Findings and Statement of Overriding Considerations, and **APPROVING** a Mitigation Monitoring Program.

3. **INTRODUCE** Ordinance No. 857 **APPROVING** Zone Change application PA12-0022 for 7.6 acres from Business Park Mixed-Use (BPX) to Light Industrial (LI) as shown on Exhibit A.

4. **APPROVE** Resolution No. 2012-107 **APPROVING** Plot Plan PA12-0019, Plot Plan PA12-0020, and Plot Plan PA12-0021), subject to the attached conditions of approval included as Exhibits A, B and C.

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Planning Commission at its November 29, 2012, meeting approved Planning Commission Resolution No. 2012-29 by a of 5-0 vote, recommending that the City Council certify the Environmental Impact Report for the RPT Centerpointe West project and approved Planning Commission Resolution No. 2012-30 by a of 5-0 vote, recommending approval of Zone Change application PA12-0022, Plot Plan PA12-0019, Plot Plan PA12-0020 and Plot Plan PA129-0021.

BACKGROUND

RPT Centerpointe West Project

The applicant, Ridge Moreno Valley, LLC, has submitted five applications for development of the RPT Centerpointe West Project, which include which includes three plot applications, a zone change application and an EIR, in order to develop 1,280,360 square foot of warehouse distribution buildings in addition to an existing 779,016 square foot warehouse on approximately 56.2 acres located near the northeast corner of Frederick Street and Cactus Avenue (Assessor's Parcel Numbers 297-170-027, -064, -065, -067, -075, -076, & -082). Parcel maps or lot line adjustments/parcels mergers will be required prior to building permit issuance for each of the proposed warehouse facilities.

PA12-0019 – Plot Plan for Building 11

This application proposes two alternatives for the 7.6 acre parcel located at the northeast corner of Frederick Street and Cactus Avenue (APN 297-170-027).

Alternative 1
This alternative proposes to develop a 294 space truck storage facility for use by the adjacent warehouse distribution facility. The truck yard would be screened from view by 14 foot tall perimeter walls of concrete tilt-up construction on all property lines.

Alternative 2
This alternative proposes a 164,720 square foot warehouse distribution building. The warehouse building includes loading docks on the north elevation of the building. The truck court will be screened by 14 foot tall perimeter screen walls of concrete tilt up construction.

PA12-0020 – Plot Plan for Building 4

PA12-0020 proposes to add 507,720 SF to an existing 779,016 SF warehouse building for a total of 1,286,736 SF on an 18.6 acre site located at the northwest of Cactus Avenue and Graham Street (APN 297-170-067, -075, and -076). The existing building is occupied by Harbor Freight.

The exterior of the warehouse addition has been designed and conditioned to match the established architectural design of the existing warehouse facility. The expanded truck court will be screened by 14 foot tall perimeter screen walls of concrete tilt up construction which are conditioned to match the existing perimeter screen wall.

The construction of the building addition will require the vacation of existing Joy Street between Brodiaea Avenue and Cactus Avenue.

PA12-0021 – Plot Plan for Building 3

PA12-0021 proposes to construct a new 607,920 SF warehouse facility on approximately 30 acres located at the northwest corner of Graham Street and Brodiaea Avenue (APN 297-170-064, -065, and -082). This project will replace an existing screened truck storage yard located at this site.

This project requires the vacation of existing Joy Street north of Brodiaea Avenue.

The two truck courts will be screened by 14 foot tall perimeter screen walls of concrete tilt up construction which are conditioned to match the color and design of the building.

PA12-0022 – Zone Change

The 7.6 acre project site at the northeast corner of Frederick Street and Cactus Avenue is currently zoned Business Park Mixed-Use (BPX) with a Business Park (BP) General Plan land use designation.

The Business Park Mixed-Use zone limits warehouse buildings to no more than 50,000 square feet and does not permit outdoor vehicle storage. A Zone Change to Light Industrial (LI) is required to allow the larger building proposed by the project. Both the BPX and LI zones are compatible with the BP General Plan land use designation.

ENVIRONMENTAL

Initial Study/Notice of Preparation

An Initial Study was completed after all discretionary applications were deemed complete. Based on the information within the Initial Study, an Environmental Impact Report (EIR) was recommended to be prepared. A Notice of Preparation for the EIR

was prepared, with the public comment period beginning on August 14, 2012 and ending on September 13, 2012. A public meeting to receive input on the issues to be covered by the EIR was held at City Hall on August 29, 2012.

Draft Environmental Impact Report

Subsequent to that meeting, draft environmental documents were prepared by the environmental consultant Applied Planning, Inc. and submitted to the City and its peer consultant for review.

City staff and the peer review consultant reviewed the draft environmental documents for compliance with the California Environmental Quality Act (CEQA) Guidelines and required revisions to address identified questions and concerns. After revisions were incorporated into the document, the Draft EIR was circulated for a 45-day public review period, starting on September 21, 2012, and ending on November 5, 2012.

The Draft EIR was sent to all required State and local agencies and numerous interested parties as well as to the City's Environmental and Historical Preservation Board. Ten comment letters were provided during the 45-day review period.

Final Environmental Impact Report

Responses to the ten comments received during the 45 day review period are included in the Response to Comments. The Response to Comments and related documents were mailed to all interested parties and responsible agencies on November 16, 2012, to allow for their review prior to Planning Commission hearing, to meet the notice period of 10 days required by CEQA. As was the case with the Draft EIR, the draft Final EIR was provided for public review at City Hall, the City Library and posted on the City's website.

Significant and Unavoidable Impacts

Analysis presented in the EIR indicates that the proposed project will have a number of potentially significant impacts, either as direct result of the proposed project or cumulatively with other proposed projects, on traffic, air quality, and noise. The EIR includes a number of proposed mitigation measures to reduce or eliminate potential significant impacts. Even with proposed mitigation, a number of potential impacts cannot be reduced to a less than significant level. As identified in the EIR, these impacts are considered to be significant and unavoidable.

Although impacts to traffic, air quality, and noise cannot be reduced to less than significant levels, CEQA allows a decision making body to consider a statement of overriding considerations and findings. CEQA requires the decision making agency to balance the economic, legal, social, technological or other benefits of a proposed project against its unavoidable environmental impacts when determining whether to approve the proposed project. This would include project benefits such as the creation

of jobs or other beneficial project features. If the decision making body determines that the benefits of a proposed project outweigh the unavoidable adverse environmental effects, it may approve a statement of overriding considerations and approve the project.

Mitigation Measures

The EIR includes mitigation measures intended to reduce project-specific and cumulative impacts for Traffic and Circulation, Air Quality, Noise, and Biological Resources. All other environmental effects evaluated in the EIR are considered to be less than significant without mitigation. With mitigation, potential impacts to Biological Resources are anticipated to be less than significant.

Mitigation measures are included to reduce the environmental impacts where possible, even where the impacts could not be reduced to less than significant levels. All mitigation measures have also been included as conditions of approval for the project.

Approval and Certification

The City Council will take public testimony on the EIR and project. Before the proposed project can be acted upon, the City Council will need to review the final environmental document before making a decision to either certify or reject the EIR and project Mitigation Monitoring Program.

DISCUSSION

The proposed project is consistent with surrounding properties that are largely developed with warehouse facilities, with a 520,000 square foot warehouse under construction immediately to the west and existing warehouse facilities of 500,000 square feet or greater on properties to the east along Cactus Avenue.

Land uses to the north include vacant Light Industrial zone land and vacant commercial zoned parcels along Alessandro Boulevard. Land uses to the west and northwest include a mix of business park, office and retail uses with numerous governmental offices including City Hall located in close proximity.

Potential impacts to traffic and air quality have been examined through the preparation of a Final Environmental Impact Report. Subject to approval of the Final Environmental Impact Report, the proposed project is consistent with and does not conflict with the goals, objective, policies or programs of the General Plan.

Planning Commission Public Hearing

The Planning Commission public hearing for the project was conducted on November 29, 2012. Following presentation of the staff report, the applicant spoke and answered Commissioner questions related to the project. The representative for Harbor Freight Tools, a potential tenant, also spoke.

There were three public speakers at this meeting. Two speakers stated concerns with the project's environmental document and one speaker was supportive of the project.

Comment letters were received the day of the Planning Commission public hearing from the South Coast Air Quality Management District, the Sierra Club and Johnson & Sedlack. Caltrans also provided a comment letter in response to the circulation of the Final EIR. Copies of the referenced correspondence were provided to the Planning Commission and have been included with the staff report as Attachment 12.

Following public testimony, the Planning Commissioners discussed the project, and then voted 5-0 to recommend that the City Council certify the project EIR and approve the project

ALTERNATIVES

1. Approve the proposed Resolution and Certify that the Environmental Impact Report (EIR) for the RPT Centerpointe West Project has been completed in compliance with the California Environmental Quality Act, **and** Adopt the proposed Ordinance approving Zone Change application PA12-0022 for 7.6 acres from BPX to LI **and** proposed Resolution approving Plot Plans PA12-0019, PA12-0020 and PA12-0021, subject to the attached conditions of approval included as Exhibits A, B and C. **Staff recommends this alternative.**

2. Do not approve the proposed Resolution and Certify that the Environmental Impact Report (EIR) for the RPT Centerpointe West Project has been completed in compliance with the California Environmental Quality Act, **and** do not Adopt the proposed Ordinance approving Zone Change application PA12-0022 for 7.6 acres from BPX to LI **and** do not Approve the proposed Resolution approving Plot Plans PA12-0019, PA12-0020 and PA12-0021. **Staff does not recommend this alternative**.

FISCAL IMPACT

Not applicable.

CITY COUNCIL GOALS

Not applicable.

SUMMARY

This report addresses proposed RPT Centerpointe West project, including the Planning Commission's November 29, 2012, recommendation to Council to certify the RPT Centerpointe West project Final EIR and approve a zone change from BPX to LI and approve Plot Plan applications PA12-0019, PA12-0020, and PA12-0012.

NOTIFICATION

A notice of the public hearing was published in the newspaper, posted at required City locations and at the project site, and mailed to property owners within 300 feet of the proposed project.

As of the date of report preparation, staff had received no public inquiries in response to the noticing for the City Council public hearing for this project.

ATTACHMENTS

1. Public Hearing Notice
2. City Council Proposed Resolution
   Exhibit A – Statement of Overriding Considerations
   Exhibit B – Mitigation Monitoring Program
3. City Council Proposed Ordinance
   Exhibit A – Zone Change Map
4. City Council Proposed Resolution
   Exhibit A – Plot Plan PA12-0019 Conditions of Approval
   Exhibit B – Plot Plan PA12-0020 Conditions of Approval
   Exhibit C – Plot Plan PA12-0021 Conditions of Approval
5. Final EIR
6. Draft EIR
7. Aerial Map
8. PA12-0019 – Project Plans
9. PA12-0020 – Project Plans
10. PA12-0021 – Project Plans
11. Planning Commission Minutes from November 29, 2012 meeting
12. Planning Commission comment letters

Prepared By:
Jeff Bradshaw
Associate Planner

Concurred By:
John C. Terell, AICP
Planning Official

Department Head Approval:
Barry Foster
Community & Economic
Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

ATTACHMENT 1

Notice of PUBLIC HEARING

This may affect your property. Please read.

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Moreno Valley on the following item(s):

CASE: PA12-0019 (Plot Plan)
PA12-0020 (Plot Plan)
PA12-0021 (Plot Plan)
PA12-0022 (Zone Change)
P12-057 (Environmental Impact Report)

APPLICANT: Ridge Moreno Valley, LLC

OWNER: Ridge Moreno Valley, LLC

REPRESENTATIVE: Inland Empire Development Services

LOCATION: Near or at the northeast corner of Frederick Street and Cactus Avenue

PROPOSAL: PA12-0019 proposes either a 164,720 SF warehouse building or an enclosed truck storage yard on 7.6 acres at the northeast corner of Cactus Ave. and Frederick St. PA12-0020 proposes adding 507,720 SF to an existing 779,016 SF warehouse building for a total of 1,286,736 SF on an 18.6 acre site located at the northwest of Cactus Ave. and Graham St. This project requires the vacation of existing Joy Street between Brodiaea Ave. and Cactus Ave. PA12-0021 proposes a new 607,920 SF warehouse facility on approximately 30 acres located at the northwest corner of Graham St. and Brodiaea Ave. This project requires the vacation of existing Joy Street north of Brodiaea Ave. PA12-0022 proposes a Zone Change from BPX to LI for the 7.6 acres located at the northeast corner of Cactus Ave. and Frederick St. Approval of this project will require certification of an EIR.

ENVIRONMENTAL DETERMINATION: Environmental Impact Report

COUNCIL DISTRICT: 5

STAFF RECOMMENDATION: Approval

Any person interested in any listed proposal can contact the Community & Economic Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday), or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The City Council, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing.

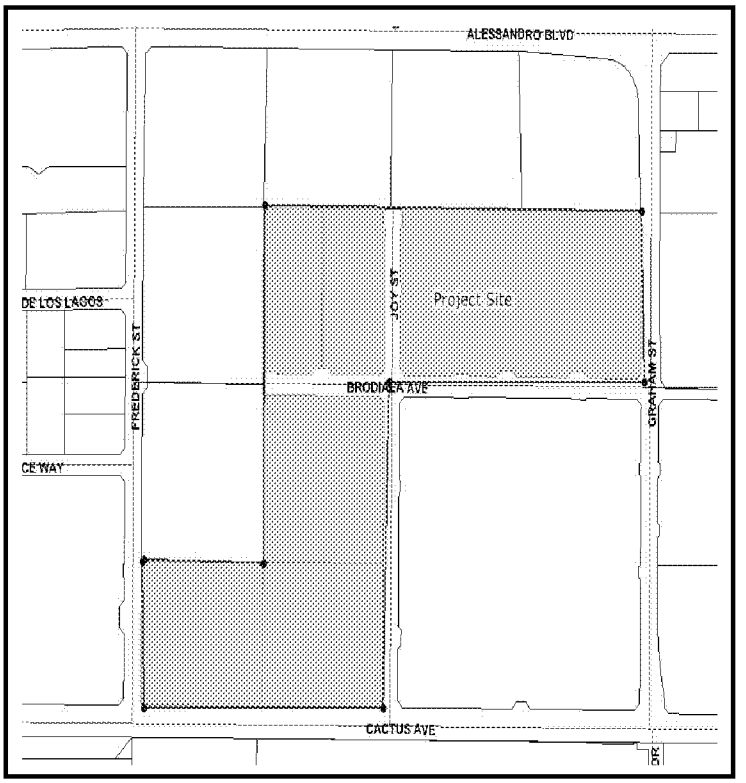

LOCATION N ↑

CITY COUNCIL HEARING

City Council Chamber, City Hall
14177 Frederick Street
Moreno Valley, Calif. 92553

DATE: December 11, 2012
TIME: 6:30 PM
CONTACT PLANNER: Jeff Bradshaw
PHONE: (951) 413-3224

RESOLUTION NO. 2012-106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (P12-057), ADOPTION OF THE FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS, AND APPROVAL OF THE MITIGATION MONITORING PROGRAM FOR THE RPT CENTERPOINTE WEST PROJECT, GENERALLY LOCATED AT OR NEAR THE NORTHEAST CORNER OF FREDERICK STREET AND CACTUS AVENUE ON ASSESSOR'S PARCEL NUMBERS 297-170-027, -064, -065, -067, -075, -076, & -08.

WHEREAS, on December 11, 2012, the City Council of the City of Moreno Valley held a public hearing to consider the Environmental Impact Report and all related environmental documentation for the proposed project, which includes Plot Plan PA12-0019 for a 164,720 square foot warehouse or an enclosed truck storage yard, Plot Plan PA12-0020 for a 507,720 square foot addition to an existing 779,016 square foot warehouse for a total of 1,286,736 square feet, Plot Plan PA12-0021 for a 607,920 square foot warehouse and Zone Change application PA12-0022 to change the zoning district for 7.6 acres at the northeast corner of Frederick Street and Cactus Avenue from Business Park Mixed-Use (BPX) to Light Industrial (LI);

WHEREAS, all the applications are related but shall not be approved unless the Environmental Impact Report (P12-057) is certified and approved.

WHEREAS, a Draft Environmental Impact Report (DEIR) was initially prepared for this project. Said DEIR was initially circulated for review on September 21, 2012, while the review period ended on November 5, 2012. A Final EIR, (including the Draft EIR and responses to comments), has been completed and is being recommended for certification, prior to the approval of discretionary permits related to the project.

WHEREAS, on November 19, 2012, the City published a notice in the local newspaper (Press Enterprise) and distributed copies of the draft Final EIR with complete responses to comments to the State Clearinghouse, local agencies and other interested parties;

WHEREAS, on December 11, 2012, the City Council held a public hearing to consider a Final EIR for this project.

WHEREAS on December 11, 2012, the City Council reviewed in full the Final EIR, the Statement of Overriding Considerations and Mitigation Monitoring Program;

WHEREAS, the draft and final EIR concerning the proposed RPT Centerpointe West Project were prepared in sufficient detail and duly circulated in compliance with the California Environmental Quality Act (CEQA), the State CEQA Guidelines and the City of Moreno Valley Rules and Procedures to Implement CEQA;

WHEREAS, the Final EIR recommended to the City Council includes all responses to comments thereon;

WHEREAS, Final EIR includes a review of potential impacts associated with the implementation of the RPT Centerpointe West Project, including, but not limited to agricultural resources, air quality, climate change and traffic;

WHEREAS, a Mitigation Monitoring Program has been completed to ensure that all of the mitigation measures outlined in the final EIR are implemented, and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the City Council of the City of Moreno Valley does hereby resolve as follows:

1. The City Council certifies that the final Environmental Impact Report (EIR) for the RPT Centerpointe West Project on file with the Community & Economic Development Department, incorporated herein by this reference, has been completed in compliance with the California Environmental Quality Act, that the City Council reviewed and considered the information contained in the final EIR and that the final EIR reflects the City's independent judgment and analysis; and

2. The City Council hereby adopts the Findings and Statement of Overriding Considerations regarding the final EIR for the RPT Centerpointe West Project, attached hereto as Exhibit A; and

3. The City Council hereby approves the Mitigation Monitoring Program for the final EIR for the proposed RPT Centerpointe West Project, attached hereto as Exhibit B.

APPROVED AND ADOPTED this 11th day of December, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

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RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-106 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of December, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

MV00187067

Facts, Findings and Statement of Overriding Considerations Regarding the Environmental Effects and the Approval of the RPT Centerpointe West Project (State Clearinghouse No. 2012081034)

I. INTRODUCTION

The City Council (this "Council") of Moreno Valley (this "City"), in certifying the EIR for the RPT Centerpointe West Project and approving necessary conditional use permits authorizing the construction of up to 1,281,000 square feet of warehouse/distribution uses (the "Project"), makes the Findings described below and adopts the Statement of Overriding Considerations presented as "Appendix A" of the Findings. The Environmental Impact Report ("EIR") was prepared by the City acting as lead agency pursuant to the California Environmental Quality Act ("CEQA"). Hereafter, unless specifically identified, the Initial Study ("IS"), Notice of Preparation ("NOP"), Notice of Availability & Completion ("NOA/NOC"), Draft EIR ("DEIR"), Technical Studies, Final EIR containing Responses to Comments and textual revisions to the Draft EIR ("FEIR"), and the Mitigation Monitoring Plan ("MMP") will be referred to collectively herein as the "EIR." These Findings are based on the entire record before this Council, including the EIR. This Council adopts the facts and analyses in the EIR, which are summarized below for convenience. The omission of some detail or aspect of the EIR does not mean that it has been rejected by this Council.

II. PROJECT SUMMARY

A. PROJECT DESCRIPTION

1. Site Location

The Project is located in the western portion of the City of Moreno Valley. The Project site consists of approximately 56.2 acres of land located northeasterly of the intersection of Cactus Avenue and Frederick Street, northerly of the March Air Reserve Base (MARB) and approximately one mile easterly of Interstate 215 (I-215). The site is bounded by Cactus Avenue to the south, Frederick Street to the west and Graham Street to the east. Brodiaea

Avenue currently transects the site in an east-west direction, and Alessandro Avenue parallels the site approximately 500 feet to the north. The Project site contains current Assessor's Parcel Numbers (APNs) 297-170-027, -064, -065, -075, -076 and -082.

Properties to the east of the RPT Centerpointe West Project site, between Graham Street and Heacock Street, are currently developed with warehouse/distribution facilities and other light industrial or business park uses as part of the adjacent Centerpointe industrial development. At the southeast corner of Frederick Avenue and Brodiaea Avenue are the existing administrative facilities of the Riverside County Waste Management Department. At the northwest corner of Cactus Avenue and Frederick Street, the Concourse at Centerpointe Project (an approximately 522,000-square-foot warehouse) is currently under construction. Properties between Resource Way and Alessandro Boulevard are developed with business park and office facilities, including the Moreno Valley City Hall. Properties to the north of the Project site are currently vacant, but are General Plan-designated for commercial uses. To the north of Alessandro Boulevard, existing uses include commercial and residential uses. Southerly of the Project site, across Cactus Avenue, is the March Air Reserve Base (MARB). MARB properties located opposite the Project site are currently undeveloped and are designated for "Business Park" uses under the MARB General Plan. Southeasterly of the Project site, across Cactus Avenue, is the March Lifecare Campus Specific Plan (MLCSP).

2. Project Description

Together with necessary supporting improvements, the Project provides for construction of approximately 1.29 million square feet of distribution warehouse uses on an approximately 56-acre site. The entire Project Area is designated for Business Park/Light Industrial land uses by the City's General Plan. Additionally, five of the six existing parcels within the Project Site are currently zoned for Light Industrial (LI) uses. The lone parcel (APN 297-170-027) not zoned for light industrial development is located at the northeast corner of the Cactus Avenue/Frederick Street intersection. This parcel is currently zoned "BPX," or Business Park Mixed Use. The Project proposes a zone change for this parcel, from BPX to LI.

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3. Actions Covered by the EIR

The EIR will support the following discretionary approvals:

- EIR Certification;
- Zone change from Business Park to Light Industrial;
- Joy Street Right-of-Way Vacation;
- Development Plan Review; and
- Parcel Map Approval.

B. PROJECT OBJECTIVES

The primary goal of the Project is the development of the subject site with a productive mix of warehouse/distribution uses. Complementary objectives of the Project include the following:

- Expand on the existing productive uses within the Project vicinity;
- Provide jobs-producing, light industrial uses to the City of Moreno Valley and local community;
- Capitalize on the site's proximate regional freeway access;
- Increase economic benefits to the City of Moreno Valley through increased tax generation and job creation; and
- Develop a project that is compatible with surrounding land uses.

III. ENVIRONMENTAL REVIEW AND PUBLIC PARTICIPATION

The City has conducted an extensive review of this Project which included the DEIR, FEIR and supporting technical studies, along with a public review and comment period first during the circulation of the NOP/Initial Study and then through the circulation of the DEIR. The following is a summary of the environmental review of this Project:

- On August 10, 2012 the City circulated a Notice of Preparation ("NOP") and the Initial Study that identified the environmental issues that the City anticipated would be analyzed in the Project's DEIR to the State Clearinghouse, responsible agencies, and other interested parties.

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- On August 29, 2012, the City conducted a public scoping meeting to allow members of the public to provide comments and input regarding the scope and content of the DEIR.
- The NOP/IS public review period ran for 30 days, from August 13 to September 11, 2012. Written comments on the NOP were received from seven different agencies and organizations. The scope of the issues identified in the comments expressing concern included potential impacts associated with: air quality; cultural resources; land use; and traffic and circulation.
- Based on the Initial Study, included in the DEIR in Appendix A, and comments received pursuant to the NOP, it was determined that some issues need not be addressed in depth in the DEIR because previous studies of other analyses provided sufficient information and analysis to conclude that there was little or no potential for significant impacts. These environmental topics included: (1) Aesthetics; (2) Agriculture and Forest Resources; (3) Biological Resources; (4) Cultural Resources; (5) Geology and Soils; (6) Hydrology and Water Quality; (7) Mineral Resources; (8) Population/Housing; (9) Recreation; and, (10) Utilities and Service Systems.
- On September 21, 2012, the NOA/NOC was filed with the State Clearinghouse and the DEIR was circulated for the 45 day public review, which ended November 5, 2012.
- The City received a total of ten comment letters: seven from public agencies; and three from interested parties or individuals. The City prepared specific responses to all comments. The responses to comments are included in Section 3.0 of the FEIR.
- On November 19, 2012 in accordance with *Public Resources Code* Section 21092.5, the City provided written proposed responses to public agencies that commented on the DEIR.
- On December 11, 2012, the City of Moreno Valley City Council conducted a noticed public hearing to consider the Project and took public comment. Following public testimony and submission of staff recommendations, this Council certified the EIR, adopted these Facts, Findings and the Statement of

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Overriding Considerations, which also adopts the Mitigation Monitoring Plan ("MMP"), and the further recommendations in the Staff Report, and approved the Project (collectively the "Approvals").

IV. INDEPENDENT JUDGMENT FINDING

The Applicant retained the independent consulting firm of Applied Planning, Inc. ("Applied Planning") to prepare the EIR for the Project. Applied Planning has prepared the EIR under the supervision, direction and review of the City with the assistance of independent peer reviewers (Urban Logic Consultants and Mountain Pacific). The City of Moreno Valley is the Lead Agency for the preparation of the EIR, as defined by CEQA CPRC Section 21067 as amended. The Council has received and reviewed the EIR prior to certifying the EIR and prior to making any decision to approve or disapprove the Project.

Finding: The EIR for the Project reflects the City's independent judgment. The City has exercised independent judgment in accordance with *Public Resources Code* Section 21082.1(c)(3) in directing the consultant in the preparation of the EIR, as well as reviewing, analyzing and revising material prepared by the consultant.

A. GENERAL FINDING ON MITIGATION MEASURES

In preparing the Approvals for this Project, City staff incorporated the mitigation measures recommended in the EIR as applicable to the Project. In the event that the Approvals do not use the exact wording of the mitigation measures recommended in the EIR, in each such instance, the adopted Approvals are intended to be identical or substantially similar to the recommended mitigation measure. Any minor revisions were made for the purpose of improving clarity or to better define the intended purpose.

Finding: Unless specifically stated to the contrary in these findings, it is this Council's intent to adopt all mitigation measures recommended by the EIR which are applicable to the Project. If a measure has, through error, been omitted from the Approvals or from these Findings, and that measure is not specifically reflected in these Findings, that measure shall be deemed to be adopted pursuant to this paragraph. In addition, unless specifically stated to the contrary in these Findings, all Approvals repeating or rewording mitigation measures recommended in the EIR are intended to be substantially similar to the mitigation measures

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recommended in the EIR and are found to be equally effective in avoiding or lessening the identified environmental impact. In each instance, the Approvals contain the final wording for the mitigation measures.

V. ENVIRONMENTAL IMPACTS AND FINDINGS

City staff reports, the EIR, written and oral testimony at public meetings or hearings, these facts, findings and statement of overriding considerations, and other information in the administrative record, serve as the basis for the City's environmental determination.

The detailed analysis of potentially significant environmental impacts and proposed mitigation measures for the Project is presented in Section 4.0 and 5.0 of the DEIR and Section 4.0 of the FEIR. Responses to comments on the DEIR, along with copies of the comments, are provided in Chapter 3.0 of the FEIR.

The EIR evaluated six major environmental categories for potential impacts, including Air Quality, Hazards/Hazardous Materials, Land Use, Noise, Public Services, and Traffic and Circulation. Mitigation measures recommended as part of the Initial Study were also incorporated in the Draft EIR to address potential impacts in regard to Biological Resources. Both Project-specific and cumulative impacts were evaluated. Of these major environmental categories, this Council concurs with the conclusions in the EIR that the issues and sub-issues discussed in Sections V.A and V.B below either are less-than-significant without mitigation or can be mitigated below a level of significance. For the remaining potential environmental impacts that cannot feasibly be mitigated below a level of significance discussed in Section V.C, overriding considerations exist which make these potential impacts acceptable to this Council.

A. LESS-THAN-SIGNIFICANT ENVIRONMENTAL IMPACTS NOT REQUIRING MITIGATION

The Moreno Valley City Council hereby finds that the following potential environmental impacts of the Project are less-than-significant and therefore do not require the imposition of mitigation measures.

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1. **Land Use**

a. **Consistency with Applicable Land Use Plans**

Potential Impact: Whether the Project would conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the Project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect.

Findings: Potential impacts of the Project related to consistency with the applicable land use plans, including the City's General Plan and Zoning Ordinance, are discussed in detail in Section 4.1 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to consistency with applicable land use plans will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The City's General Plan "Business Park/Light Industrial" designation allows for either business park or light industrial uses, as determined by the overlying Zoning designation. Within the Project site, 48.6 acres, or five of the six existing parcels, within the Project area are currently zoned for Light Industrial (LI) uses. The lone parcel not designated for LI uses is located at the northeast corner of the Cactus Avenue/Frederick Street intersection, and has a zoning designation of "BPX," or Business Park Mixed Use. The Project proposes a zone change for this parcel, from BPX to LI. Other parcels within the Project Site would retain their existing LI zoning designations. Existing and proposed zoning designations for the Project site, as well as development proposed by the Project, are consistent with the underlying General Plan Land Use designation (DEIR, pgs. 4.1-16 to 4.1-27). Accordingly, amendment to the site's General Plan Land Use designation is not required.

b. **Consistency with Applicable Habitat Conservation Plans**

Potential Impact: Whether the Project would conflict with applicable Habitat Conservation Plans or other natural community conservation plans. Consistency with SCAG and WRCOG policies and programs was also evaluated, and no conflicts were identified. On this basis, the Project is considered consistent with applicable land use plans.

Findings: Potential impacts of the Project related to consistency with the applicable Habitat Conservation Plan are discussed in detail in Section 4.1 of the DEIR and in Section IV of the IS. Based on the entire record before us, this Council finds that no significant impacts related to

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consistency with applicable Habitat Conservation Plan policies will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site, along with the majority of the western portion of the City of Moreno Valley, is located within an urbanized setting. The Project site is within the jurisdiction of the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). As set forth in the City's General Plan EIR, the Project will be required to pay applicable MSHCP Development Mitigation Fees. The Project will implement mitigation measures (BR-1, BR-2 and BR-3 have been incorporated in the MMP under the topic of "Biological Resources") to ensure compliance with applicable provisions and requirements of the MSHCP (IS, pg. 3-8). The Project is not subject to requirements of any other applicable conservation plan or natural community conservation plan. Accordingly, the Project would have no impact related to consistency with applicable habitat conservation plans or other natural community conservation plans (DEIR, pgs. 4.1-27 to 4.1-28).

c. Potential to Divide an Established Community

Potential Impact: Whether the Project would physically divide an established community.

Findings: Potential impacts of the Project related to the potential division of an established community are discussed in detail in Section 4.1 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to the physical division of an established community will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site is located within, and continues the business park/light industrial land uses that exist or are proposed along the northerly Cactus Avenue frontage, consistent with land use and development patterns reflected in the Moreno Valley General Plan Land Use Map. No "established community" exists within the Project site, and the Project's building orientations and locations, site design elements, landscaping, and screening/buffering minimize its potential environmental effects on off-site land uses (DEIR, pg. 4.1-29).

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d. Cumulative Impacts Related to Land Use

Potential Impact: Whether the Project would result in cumulatively significant impacts to land use.

Findings: Potential cumulative impacts of the Project related to land use are discussed in detail in Section 5.1.1.1 of the DEIR. Based on the entire record before us, this Council finds that impacts relative to land use would not be cumulatively considerable and no mitigation is required.

Facts in Support of the Findings: Implementation of the Project would result in the development of warehouse/distribution uses, which are largely consistent with existing General Plan Land Use designations and compatible with the surrounding land uses. It is noted that the Project proposes a zone change for a single parcel. As discussed in detail in Section 4.1 of the DEIR, the zone change requested by the Project is consistent with the underlying General Plan Land Use designation and would not result in individually or cumulatively adverse land use impacts. The Project's contributions to potential cumulative land use impacts related to General Plan and Zoning consistency are less-than-significant. Further, the Project is determined to be consistent with applicable areawide and regional plans and will not discernibly nor cumulatively result in adverse impacts related to implementation of the identified regional plans (DEIR, pg. 5-8).

2. <u>Traffic and Circulation</u>

a. Air Traffic Patterns

Potential Impact: Whether the Project would increase or otherwise affect existing air traffic patterns.

Findings: Potential impacts of the Project related to air traffic patterns are discussed in Section XVI of the IS. Based on the entire record before us, this Council finds that no significant impacts related to any change in air traffic patterns will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project does not propose elements that would affect, or be affected by, air traffic facilities. Accordingly, the potential for the Project to conflict with existing air traffic patterns is determined to be less-than-significant (IS, pg. 3-21).

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b. Conflict with Congestion Management Program

Potential Impact: Whether the Project would conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways.

Findings: Potential impacts of the Project related to conflicts with applicable congestion management programs are discussed in detail in Section 4.2 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to increased hazards will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Within the Study Area, the I-215 is a designated Riverside County Congestion Management Program (CMP) facility. Within the Study Area, levels of service standards and operational efficiencies along I-215 freeway segments established by the Riverside County Congestion Management Agency are maintained with the addition of Project traffic under Opening Year (2017) and Cumulative with Project conditions (DEIR, pg. 4.2-64).

c. Roadway Hazards, Emergency Access

Potential Impact: Whether the Project would substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment); and/or result in inadequate emergency access.

Findings: Potential impacts of the Project related to increased roadway hazards and adequate emergency access are discussed in detail in Section 4.2 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to increased hazards or emergency access will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: To ensure appropriate design and implementation of all recommended Project access improvements, the final design of the Project site plan, to include locations and design of proposed driveways, shall be reviewed and approved by the City Traffic Engineer, thus minimizing any potential roadway hazards or design incompatibilities. The Project does not propose any components that would create hazards or introduce traffic that is inconsistent with the existing traffic patterns. Additionally, as part of the City's design review process, the Project's plans will be submitted to the appropriate personnel within the Moreno Valley Fire and Police departments for review and approval prior to the issuance of building

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permits. Accordingly any impacts related to roadway hazards or emergency access would be less-than-significant (DEIR, pg. 4.2-70).

3. Air Quality

a. Air Quality Management Plan Consistency

Potential Impact: Whether the Project would conflict with or obstruct implementation of the applicable air quality plan.

Findings: Potential impacts of the Project related to consistency with the applicable air quality plan are discussed in detail in Section 4.3 of the DEIR. Based on the entire record before us, this Council finds that development of the Project will not result in significant impacts related to inconsistencies with the applicable air quality management plan and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project is consistent with, and will not impede or otherwise conflict with implementation of the Air Quality Management Plan ("AQMP"). The Project is consistent with AQMP Consistency Criterion No. 1 because it will not increase the frequency or severity of existing air quality violations or cause or contribute to new violations, or delay the timely attainment of air quality standards or the interim emissions reductions specified in the AQMP (DEIR, pgs. 4.3-49 to 4.3-50). Consistent with intent and provisions of the AQMP, the Project will implement all feasible mitigation, and comply with all applicable SCAQMD rules developed to reduce air pollutant emissions. The Project is also consistent with AQMP Consistency Criterion No. 2 because the extent of air pollutant emissions generated by the Project would be no greater than is reflected in the current General Plan and incorporated in the adopted AQMP. The land use proposed by the Project is consistent with the currently adopted City General Plan, and the Project would not otherwise increase the site's anticipated development intensity (DEIR, pgs. 4.3-50 to 4.3-51).

b. Objectionable Odors

Potential Impact: Whether the Project would create objectionable odors affecting a substantial number of people.

Findings: Potential impacts of the Project related to objectionable odors are discussed in detail in Section 4.3 of the DEIR. Based on the entire record before us, this Council finds that development of the Project will not result in significant impacts due to objectionable odors and, therefore, no mitigation is required.

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Facts in Support of the Findings: The Project does not propose land uses typically associated with the emission of objectionable odors. Potential odors during Project construction may result from heavy equipment exhaust and the application of asphalt and architectural coatings. Standard construction requirements would minimize odor impacts from construction. The construction odor emissions would be temporary, short-term, and intermittent in nature and would cease upon completion of the respective phase of construction and is thus considered less-than-significant. Project-related operational odor sources, such as vehicle exhaust and routine painting and maintenance activities, are typical of industrial/commercial activities and would be localized to the immediate Project vicinity, with little or no off-site effects (DEIR, pgs. 4.3-77 to 4.3-78).

c. Greenhouse Gas Emissions

Potential Impact: Whether the Project would conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases; or directly or indirectly generate greenhouse gas (GHG) emissions that may have a significant impact on the environment.

Findings: Potential impacts of the Project related to greenhouse gas emissions are discussed in detail in Section 4.3 of the DEIR. Based on the entire record before us, this Council finds that development of the Project will not result in significant impacts related to the direct or indirect creation of greenhouse gas emissions and, therefore, no mitigation is required. Nonetheless, Mitigation Measures 4.3.7 through 4.3.8 will ensure that the Project further minimizes its reliance on non-renewable electrical energy sources. In addition, Mitigation Measure 4.3.9 addresses the incorporation of alternative transportation.

4.3.7 The building roof shall be designed and constructed to accommodate solar panels.

4.3.8 Prior to issuance of the first Certificate of Occupancy, the Project shall install a photovoltaic array (solar panels) or other source of renewable energy generation onsite, or otherwise acquire energy from the local utility that has been generated by renewable resources, to meet the Project's office electrical needs.

4.3.9 The Project shall provide secure, weather-protected on-site bicycle storage/parking. Bicycle storage parking/quantity and location shall be consistent with City of Moreno Valley requirements;

The Project shall provide pedestrian and bicycle connections to surrounding areas, consistent with provisions of the City of Moreno Valley

General Plan. Location and configurations of proposed pedestrian and bicycle connections are subject to review and approval by the City. Prior to Final Site Plan approval, pedestrian and bicycle connections shall be indicated on the Project Site Plan;

The Project shall provide onsite showers (one for males and one for females). Lockers for employees shall be provided.

Facts in Support of the Findings: The Project will be designed and operated consistent with incumbent GHG regulatory requirements. Further, the project is consistent with, or otherwise is not in conflict with, applicable CARB Scoping Plan recommended measures and actions, and applicable GHG emission reduction strategies identified in the 2006 CAT Report. Already less-than-significant Project GHG emissions will be further reduced as a byproduct of other general Project Air Quality Mitigation Measures and the required use of renewable energy, pursuant to Mitigation Measures 4.3.7 and 4.3.8 (DEIR, pgs. 4.3-78 to 4.3-96) and the Project's support of alternative transportation methods, pursuant to Mitigation Measure 4.3.9.

d. Sensitive Receptors

Potential Significant Impact: The EIR evaluated and concluded that neither Project construction activities, nor long-term operations of the Project, would expose sensitive receptors to potentially substantial pollutant concentrations.

Finding: Implementation of the following supplemental mitigation measures will reduce already less-than-significant air pollutant emissions that could affect sensitive receptors:

4.3.5 The Project truck access gates and loading docks site shall be posted with signs which state:

- *Truck drivers shall turn off engines when not in use;*
- *Diesel delivery trucks servicing the Project shall not idle for more than three minutes; and*
- *Telephone numbers of the building facilities manager and the CARB to report violations.*

4.3.6 The Project's final site design shall allow for trucks to check-in within the facility area to prevent queuing of trucks outside the facility.

Facts in Support of the Finding: Based on analysis performed as part of the Project Air Quality Impact Analysis, the Project could expose sensitive receptors to potentially substantial concentrations. However, with implementation of Mitigation Measures 4.3.5 and 4.3.6, these impacts will be reduced to a less-than-significant level (DEIR, pg. 4.3-75).

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4. **Noise**

a. **Operational Noise**

Potential Significant Impact: Whether the routine operation of the Project will generate noise levels exceeding applicable City's standards.

Findings: Potential impacts of the Project relative to noise are discussed in detail in Section 4.4 of the DEIR. Based on the entire record before us, this Council finds that development of the Project will not result in operational noise that exceeds City standards and therefore, no mitigation is required. Nonetheless, the DEIR has identified the following supplemental mitigation measures, which will further reduce the Project's already less-than-significant operational noise impacts.

4.4.4 All trucks, tractors, and forklifts shall be operated with proper operating and well maintained mufflers.

4.4.5 Maintain quality pavement conditions that are free of bumps to minimize truck noise.

4.4.6 The truck access gates and loading docks within the truck court on the project site shall be posted with signs which state:

- *Truck drivers shall turn off engines when not in use;*
- *Diesel trucks servicing the Project shall not idle for more than five minutes; and*
- *Post telephone numbers of the building facilities manager to report violations.*

Facts in Support of the Finding: Based on analysis performed as part of the Project Noise Impact Analysis, even without mitigation, the Project's routine operations will not exceed the City's standards for stationary noise. Mitigation Measures 4.4.4 through 4.4.6 will serve to further reduce already less-than-significant operational noise impacts (DEIR, pgs. 4.4-22 to 4.4-25).

b. **Groundborne Vibration/Groundborne Noise**

Potential Impact: Whether the Project would result in exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels.

Findings: Potential impacts of the Project relating groundborne vibration and groundborne noise are discussed in detail in Section 4.4 of the DEIR. Based on the entire record before us, this

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Council finds that no significant impacts related to groundborne vibration or groundborne noise will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project does not propose activities or uses that would result in long-term substantial or even perceptible vibration levels (DEIR, pgs. 4.4-26 to 4.4-27). Although heavy equipment employed during Project construction could potentially generate groundborne vibration resulting in temporary annoyance at vicinity properties, Project construction activities do not propose or require extensive or prolonged use of heavy equipment proximate to neighboring structures. While Project construction-source vibration may at times be perceived at off-site land uses, it is unlikely that such vibration would cause structural damage or be otherwise substantively detrimental to properties or persons. Further, the Project will comply with all applicable vibration criteria as established by the California Department of Transportation addressing construction-source vibration impacts (DEIR, pg. 4.4-26).

c. Aircraft Noise

Potential Impact: Whether the Project would result in significant impacts related to aircraft noise.

Findings: Potential impacts of the Project related to aircraft noise are discussed in detail in IS Section XII. Based on the entire record before us, this Council finds that no significant impacts related to aircraft noise will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: March Air Reserve Base (MARB) and associated airport operations exist southerly of the Project site, across Cactus Avenue. The Project would not however affect or be substantively affected by MARB operations. Moreover, the City has adopted the MARB AICUZ overlay zone. The Project site is located outside the noise zone identified in the AICUZ (IS, pg. 3-33).

5. <u>Hazards/Hazardous Materials</u>

a. Airport-Related Hazards, Emergency Plan Interference, Risk of Wildland Fire

Potential Impact: Whether the Project has the potential to result in a safety hazard for people residing or working in the project area due to airport/airstrip operations; impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan; or expose people or structures to a significant risk of loss, injury or death involving

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wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands.

Findings: Potential impacts of the Project related to hazards and hazardous materials are discussed in detail in Section VIII of the IS. Based on the entire record before us, this Council finds that no significant impacts related to the creation of hazards will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project would not be substantively affected by MARB and associated airport operations which exist southerly of the Project site, across Cactus Avenue. Moreover, the City has adopted the MARB AICUZ overlay zone. The Project site is located outside both the crash and noise zones identified in the AICUZ. The Project does not propose permanent alteration to vehicle circulation routes, nor will this be required based on current Project development concepts. As such, the Project should not interfere with an identified emergency response or emergency evacuation plan. The Project site is located in an area that has been largely urbanized, and there are no wildlands adjacent to the Project area (IS, pg. 3-14).

b. Location on a Hazardous Materials Site

Potential Impact: Whether the potential location of the Project is on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.

Findings: Potential impacts of the Project location on a hazardous materials site are discussed in Section VIII of the IS. Based on the entire record before us, this Council finds that no significant impacts related to location on a hazardous materials site will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site is not identified on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and therefore, would have no impact in this regard (IS, pg. 3-13).

c. Hazard(s) to the Public or Environment

Potential Impact: Whether the Project would create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials; or through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment.

Findings: Potential impacts of the Project related to the handling of hazardous materials are discussed in detail in DEIR Section 4.5. Based on the entire record before us, this Council finds

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that no significant impacts related to the creation of hazards will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Project construction will require temporary and short-term transport, use, and storage of potentially hazardous materials. However, all materials would be stored, used, and disposed of consistent with a Project Hazardous Material Business Plan (HMBP) as may be stipulated by the CUPA and/or the City of Moreno Valley. Moreover, handling of these materials outside of a HMBP context is extensively regulated at the local, State, and federal levels (DEIR, pgs. 4.5-18 to 4.5-20).

d. Hazardous Materials

Potential Impact: Whether the Project would emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.

Findings: Potential impacts of the Project related to hazards and hazardous materials within the proximity of a school are discussed in detail in DEIR Section 4.5. Based on the entire record before us, this Council finds that no significant impacts related to the hazardous materials near schools will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: No schools exist, or are proposed within one-quarter mile of the Project site. Further, the Project is subject to AQMD permitting and regulatory requirements that would preclude hazardous air emissions. It is also noted that compliance with applicable hazardous waste control rules and regulations would be expected to minimize the risk of public exposure (including schools) to any hazardous materials used or stored at the Project site (DEIR, pgs. 4.5-20 to 4.5-22).

e. Cumulative Impacts Related to Hazards/Hazardous Materials

Potential Impact: Whether the Project would result in cumulatively significant impacts to hazards/hazardous materials.

Findings: Potential cumulative impacts of the Project related to hazards and hazardous materials are discussed in detail in Section 5.1.1.5 of the DEIR. Based on the entire record before us, this Council finds that no cumulatively significant impacts related to hazards/hazardous materials will occur as a result of development of the Project and, therefore, no mitigation is required.

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Facts in Support of the Findings: Implementation of the Project would not propose uses or activities that would require substantive handling or use of hazardous materials, hazardous substances, or hazardous waste that could result in potential adverse effects. It is further assumed that other development projects within the cumulative impact area will be subject to similar regulations regarding the handling and transport of hazardous materials, thereby avoiding or reducing the extent and scope of potential cumulative impacts in regard to hazardous materials exposure or release.

6. <u>Public Services</u>

a. Impacts Related to Public Services

Potential Impact: Whether the Project would result in substantial adverse physical impacts associated with the provision of the new or physically altered governmental facilities, the construction of which would cause significant environmental impacts, in order to maintain acceptable ratios, response times, or other performance objectives for any of the public services, including fire protection, police protection, schools, parks, or other public facilities.

Findings: Potential impacts of the Project related to police and fire protection are discussed in detail in Section 4.6 of the DEIR, while potential impacts to schools, parks, or other public facilities are addressed in IS Section XIV. Based on the entire record before us, this Council finds that no significant impacts related to public services will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Development of the Project would result in an incremental increase in the overall Citywide demand for fire and police protection services, which could result in additional staffing or equipment requirements. However, based on the availability of existing facilities and services to Project site, no need or requirement for new facilities has been identified. The Project is not anticipated to significantly affect existing response times or service ratios in regard to the provision of emergency services. Further, development impact fees and sales tax revenues generated by the Project will provide funding sources available for support and enhancement of fire and police protection services (DEIR, pg. 4.6-9). In regard to schools and parks, the Project is not expected to contribute substantially to the resident population base using school and park facilities. The Project will pay required school impact fees to offset potential impacts to schools that may result from any incremental increase in student population that may result from employment opportunities created by the Project. In regard to other public

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facilities, the public agency oversight required to develop the Project is included within the routine tasks of the City's Planning, Building and Safety Divisions, and Public Works Department. Permit processing, plan-check, and inspection fees paid by the Project would fund these activities, which typically fall within routine tasks of these agencies (IS, pg. 3-20).

b. Cumulative Impacts Related to Public Services

Potential Impact: Whether the Project would result in cumulatively significant impacts to public services.

Findings: Potential cumulative impacts of the Project related to public services are discussed in detail in Section 5.1.1.6 of the DEIR. Based on the entire record before us, this Council finds that no cumulatively significant impacts related to public services will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Implementation of the Project and other development in the City and surrounding communities will cumulatively add to demands on fire protection, law enforcement, and emergency medical response services. However, cumulative demands for these services are reduced through review and coordination of development projects with potentially affected service providers, and incorporation of appropriate design and construction elements which act to enhance safety and minimize potential hazards. With specific regard to cumulative demand for fire protection services in the Project area, these services will be enhanced by planned construction of a new fire station to be located approximately one-quarter mile easterly of the Project site. Accordingly, the Project's potential contribution to cumulative public services impacts is not considerable, and the cumulative effects of the Project are determined to be less-than-significant.

B. ENVIRONMENTAL IMPACTS MITIGATED TO A LEVEL OF LESS-THAN-SIGNIFICANT

Public Resources Code Section 21081 states that no public agency shall approve or carry out a project for which an EIR has been completed which identifies one or more significant effects unless the public agency makes one or more of the following findings:

I. Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

II. Those changes or alterations that are within the responsibility and jurisdiction

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of another public agency and have been, or can and should be, adopted by that other agency.

III. Specific economic, legal, social, technological, or other considerations make infeasible the mitigation measures or alternatives identified in the EIR, and overriding economic, legal, social, technological, or other benefits of the Project outweigh the significant effects on the environment.

Certain of the following issues from the environmental categories analyzed in the EIR, including Traffic and Circulation, Air Quality, and Biological Resources, were found to be potentially significant, but can be mitigated to a less-than-significant level with the imposition of mitigation measures. This Council hereby finds pursuant to *Public Resources Code* Section 21081 that all potentially significant impacts listed below can and will be mitigated to below a level of significance by imposition of the mitigation measures in the EIR; and that these mitigation measures are set forth in the MMP adopted by this Council. Specific findings of this Council for each category of such impacts are set forth in detail below.

1. <u>Traffic and Circulation</u>

a. Conflict with Circulation Performance Plan

Potential Significant Impact: The EIR evaluated and concluded that the Project-related traffic could contribute to level of service (LOS) exceedances under Opening Year conditions at the intersection of Elsworth Street at Cactus Avenue in both the morning and evening peak hour periods.

Finding: Implementation of the following mitigation measure will reduce potential Opening Year traffic impacts at the affected intersection:

4.2.1 Elsworth Street and Cactus Avenue Improvements:
Prior to issuance of the first Certificate of Occupancy, the Project Applicant shall construct the following improvement.

- *Remove the existing southbound crosswalk (i.e., the crosswalk on the western leg of the intersection) to provide additional "green time" to other approaches. This removal shall be accomplished in a manner consistent with applicable regulations, including but not limited to Chapter 3B of the 2012* California Manual on Uniform Traffic Control Devices *(MUTCD), and Section 21950.5 of the California Vehicle Code. The existing crosswalks on the north, east and south legs of the intersection shall be maintained.*

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Facts in Support of the Finding: Based on analysis performed as part of the Project Traffic Impact Analysis (TIA), the Project will contribute to level of service (LOS) exceedances under Opening Year conditions at the intersection of Elsworth Street at Cactus Avenue in both the morning and evening peak hour periods. (DEIR, pgs. 4.2-50 to 4.2-51). However, with implementation of the roadway improvement identified in Mitigation Measures 4.2.1, these impacts will be reduced to a less-than-significant level (DEIR, pg. 4.2-51).

2. <u>Air Quality</u>

a. Construction-Related Emissions

Potential Significant Impact: The EIR evaluated and concluded that the Project's construction-related emissions of VOC could exceed South Coast Air Quality Management District (SCAQMD) thresholds.

Finding: Implementation of the following mitigation measures will reduce potential construction-related air quality impacts to a less-than-significant level:

To facilitate implementation and monitoring of mitigation measures addressing construction source air quality impacts, all plans, specifications, and contract documents shall include the following or equivalent notations:

4.3.1 Pursuant to SCAQMD Rule 403 requirements:

- *All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.*
- *The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.*
- *The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are limited to 15 miles per hour or less.*

4.3.2 A sign shall be posted on-site stating that construction workers shall not idle diesel engines in excess of five minutes.

4.3.3 During grading activities, total horsepower-hours per day for all equipment shall not exceed 13,568 horsepower-hours per day and the maximum disturbance (actively graded) area shall not exceed four acres per day.

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4.3.4 Only "Zero-Volatile Organic Compounds" paints (no more than 150 gram/liter of VOC) and/or High Pressure Low Volume (HPLV) applications consistent with South Coast Air Quality Management District Rule 1113 shall be used.

Facts in Support of the Finding: Based on analysis performed as part of the Project Air Quality Impact Analysis, the Project will generate construction-related emissions of VOC in excess of regional thresholds established by SCAQMD (DEIR, pgs. 4.3-54 to 4.3-58). However, with implementation of Mitigation Measures 4.3.1 through 4.3.4, these impacts will be reduced to a less-than-significant level (DEIR, pg. 4.3-59).

3. <u>Biological Resources</u>

a. Nesting Birds (including Burrowing Owl)

Potential Significant Impact: The EIR evaluated and concluded that the Project's site and surrounding areas serve as potential urban habitat for ground-nesting birds, with a low potential for the presence of the burrowing owl (*Athena cunicularia*), which is identified as a State-listed species of concern.

Finding: Implementation of the following mitigation measures will reduce potential impacts to special-status wildlife species to a less-than-significant level:

BR-1 If possible, all vegetation removal activities shall be scheduled from August 1 to February 1, which is outside the general avian nesting season. This would ensure that no active nests would be disturbed and that removal could proceed rapidly. If vegetation is to be cleared during the nesting season (February 15 – July 31), all suitable habitat will be thoroughly surveyed within 72 hours prior to clearing for the presence of nesting birds by a qualified Project biologist. The Project biologist shall be retained by the Applicant and vetted by the City. The survey results shall be submitted by the Project Applicant to the City Planning Department. If any active nests are detected, the area shall be flagged and mapped on the construction plans along with a minimum 300-foot buffer and up to 500 feet for raptors, with the final buffer distance to be determined by the qualified biologist. The buffer area shall be avoided until the nesting cycle is complete or it is determined that the nest has

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failed. In addition, the biologist will be present on the site to monitor the vegetation removal to ensure that any nests, which were not detected during the initial survey, are not disturbed.

BR-2 Within 30 days prior to site clearing activities, a pre-construction burrowing owl survey shall be conducted to document the presence/absence of any occupied owl burrows. Any owls present shall be passively or actively relocated following CDFG approved protocols, and with CDFG permission, prior to commencement of clearing. The survey shall be submitted to the City Planning Department prior to issuance of a grading permit.

BR-3 Prior to the issuance of a grading permit, the Project Applicant shall be responsible for ensuring that a biological resources survey is conducted for the Project site during nesting season (February 15 to July 31) by a qualified biologist, consistent with the policies of the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP). This survey will specifically address the identification of potential burrowing owl (Athena cunicularia) habitat, and the protection of species associated with riparian/riverine areas and vernal pools. The results of this biological survey shall be submitted to the City for review. If the City finds that the Project, in its final design, would involve areas of burrowing owl occupation, and/or areas of riparian or riverine resources, the following requirements would apply:

- *If the site contains, or is part of an area supporting less than 35 acres of suitable burrowing owl habitat, or the survey reveals that the site and the surrounding area supports fewer than three pairs of burrowing owls, then the on-site burrowing owls will be passively or actively relocated following accepted protocols.*

- *If the site (including adjacent areas) supports three or more pairs of burrowing owls, supports greater than 35 acres of suitable habitat and is non-contiguous with MSHCP Conservation Area lands, at least 90 percent*

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of the area with long-term conservation value and burrowing owl pairs will be conserved onsite.

- *If the 90 percent threshold cannot be met, the City of Moreno Valley, as a permittee of the MSHCP, must make a Determination of Biologically Equivalent or Superior Preservation.*

- *If riparian/riverine resources are present onsite and cannot be avoided, a Determination of Biologically Equivalent or Superior Preservation will be required.*

Facts in Support of the Finding: The removal of existing vegetation within the Project site as part of construction could affect nesting birds. Disturbing or destroying active nests is a violation of the Migratory Bird Treaty Act. In addition, nests and eggs are protected under California Fish and Game Code Section 3503.5. Project implementation must be accomplished in a manner that avoids impacts to active nests during the breeding season (IS, pgs. 3-7 to 3-8). Implementation of Mitigation Measures BR-1, BR-2, and BR-3 will ensure that potential Project impacts related to nesting birds are reduced to a less-than-significant level.

C. ENVIRONMENTAL IMPACTS NOT FULLY MITIGATED TO A LEVEL OF LESS-THAN-SIGNIFICANT

The City of Moreno Valley City Council finds the following environmental impacts identified in the EIR remain significant even after application of all feasible mitigation measures: traffic impacts at Caltrans facilities causing performance deficiencies at intersections, ramp queues, and roadway segments (individually and cumulatively); operational air quality impacts (individually and cumulatively); and short-term construction noise impacts (individually and cumulatively).

In accordance with CEQA Guidelines Section 15092(b)(2), the City Council of Moreno Valley cannot approve the project unless it first finds (1) under *Public Resources Code* Section 21081(a)(3), and CEQA Guidelines Section 15091(a)(3), that specific economic, legal, social, technological, or other considerations, including the provision of employment opportunities make infeasible the mitigation measures or project alternatives identified in the FEIR; and (2) under CEQA Guidelines section 15092(b), that the remaining significant effects

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are acceptable due to overriding concerns described in the CEQA Guidelines Section 15093 and, therefore, a statement of overriding considerations is included herein.

1. Traffic and Circulation

a. Intersection Operations

Significant Unavoidable Impact: The EIR evaluated and concluded that Project-related traffic would cumulatively exceed established level of service standards, affecting certain intersection locations under Opening Year cumulative conditions.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant but will be reduced to the extent feasible through mitigation measures. The Council finds that Mitigation Measures 4.2.2 through 4.2.6, addressing Opening Year cumulative conditions, are incorporated into the MMP for the Project, and will be implemented as specified therein. However, the Council finds that even with application of these mitigation measures, cumulative intersection operation impacts are considered significant and unavoidable.

4.2.2 I-215 Southbound Ramps at Cactus Avenue Improvement:

- *Construct a second westbound through lane.*

  This improvement will be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of I-215 Southbound Ramps at Cactus Avenue.

4.2.3 I-215 Northbound Ramps at Cactus Avenue Improvements:

- *Construct a second northbound left-turn lane;*
- *Re-stripe the existing eastbound shared through/right-turn lane as the third through lane;*
- *Construct a dedicated eastbound right-turn lane;*
- *Construct a third westbound through lane; and*
- *Construct a dedicated westbound right-turn lane.*

These improvements will be funded through participating in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of I-215 Northbound Ramps at Cactus Avenue.

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4.2.4 Elsworth Street at Cactus Avenue Improvement:

- *Construct a third eastbound through lane.*

This improvement will be funded through participation in the TUMF and/or DIF program(s). The Project will pay required fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Elsworth Street at Cactus Avenue.

4.2.5 Frederick Street at Cactus Avenue Improvements:

- *Construct a third eastbound through lane; and*
- *Construct a third westbound through lane.*

These improvements will be funded through participating in the TUMF and/or DIF program(s). The Project will pay required fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Frederick Street at Cactus Avenue.

4.2.6 Graham Street at Cactus Avenue Improvements:

- *Remove the existing southbound crosswalk (i.e., crosswalk on the west leg) to provide additional green time to other approaches; and*
- *Construct a third eastbound through lane.*

These improvements will be funded through participating in the TUMF and/or DIF program(s). The Project will pay required fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Graham Street at Cactus Avenue.

Facts in Support of the Finding: With the implementation of the improvements recommended under Mitigation Measures 4.2.2 through 4.2.6, LOS conditions at Study Area intersections will comply with the City's intersection LOS performance standards. However, because the improvements identified in Mitigation Measures 4.2.2 through 4.2.6 involve the construction of improvements that are either outside the jurisdiction of the City of Moreno Valley or beyond the control of the Project Applicant, the successful completion of the required improvements for the Opening Year Cumulative condition cannot be ensured prior to the opening of the Project. The Project's contribution to intersection impacts is therefore determined to be cumulatively significant and unavoidable notwithstanding mitigation (DEIR, pgs. 4.2-54 to 4.2-56).

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b. Roadway Segments

Significant Unavoidable Impact: The EIR evaluated and concluded that Project-related traffic would cumulatively exceed established level of service standards, affecting certain roadway segments under Opening Year cumulative conditions.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant but will be reduced to the extent feasible through mitigation measures. The Council finds that the previously-identified Mitigation Measures 4.2.2 through 4.2.6 are incorporated into the MMP for the Project, and will be implemented as specified therein. However, the Council finds that even with application of these mitigation measures, cumulative roadway segment impacts are considered significant and unavoidable.

Facts in Support of the Finding: With completion of the improvements recommended under the previously-identified Mitigation Measures 4.2.2 through 4.2.6, acceptable LOS would be realized at all Study Area roadway segments under Opening Year Cumulative Conditions with the Project. Nonetheless, because the successful completion of the improvements is outside the control of the Project Applicant, the addition of Project-related traffic to roadway segments that are already deficient is considered a cumulatively significant and unavoidable impact. As such, there are no feasible mitigation measures that will reduce the Project's roadway segment impacts under Opening Year cumulative conditions below significance thresholds (DEIR, pgs. 4.2-57 to 4.2-58).

c. Cumulative Freeway Ramp Impacts

Significant Unavoidable Impact: The EIR evaluated and concluded that Project-related traffic would cumulatively exceed established level of service standards at study area freeway ramp queues. It was determined that under Opening Year Cumulative Conditions, certain freeway ramp queues within the Study Area are projected to operate under deficient conditions, with or without the Project. The Project would contribute additional traffic to these already deficient conditions.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant and there are no known feasible mitigation measures that could reduce this impact to a level of less than significant. Accordingly, Project-related impacts to Study Area freeway ramp queues under Opening Year Cumulative conditions will remain significant and unavoidable.

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Facts in Support of the Finding: The EIR determined that under Opening Year Cumulative Conditions, certain freeway ramp queues within the Study Area (specifically, I-215 Southbound Ramps at Cactus Avenue-Westbound Left-turn, evening peak hour period; I-215 Northbound Ramps at Cactus Avenue-Northbound Left-turn, morning and evening peak hour periods; and I-215 Northbound Ramps at Cactus Avenue-Westbound Through Lane, morning peak hour only) are projected to operate under deficient conditions, with or without the Project. The Project would contribute additional traffic to these already deficient conditions. Improvements to facilities is under extra-jurisdictional control (all freeway ramps within the Study Area are under Caltrans jurisdiction), thus there are no feasible means for the Project to mitigate these impacts. Therefore, the successful completion of the required improvements for the Opening Year Cumulative condition cannot be ensured prior to the opening of the Project (DEIR, pgs. 4.2-61 to 4.2-62).

2. <u>Air Quality</u>

a. Operational Emissions

Significant Unavoidable Impact: The EIR evaluated and concluded that Project operational source criteria pollutants will exceed applicable SCAQMD regional thresholds for VOCs and NOx.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant and, at present, there are no feasible means for the Lead Agency or the Applicant to reduce these emissions to levels that would not exceed SCAQMD threshold criteria. Accordingly, Project operational exceedances of SCAQMD VOC and NOx regional thresholds are considered significant and unavoidable.

Facts in Support of the Finding: The EIR evaluated and concluded that Project VOC and NOx operational emission exceedances are primarily attributable to mobile sources (vehicular tailpipe emissions). At present there are no feasible means for the Lead Agency or the Applicant to reduce these emissions to levels that would not exceed SCAQMD threshold criteria. Energy efficiencies reflected in the Project design, and compliance with existing SCAQMD/CARB emissions requirements will act to incrementally reduce the Project's operational source emissions levels. Over time, it is anticipated that federal and state mandates will act to substantively reduce tailpipe emissions statewide. Pending these federal and state actions, or other means that act to substantively reduce vehicle tailpipe emissions, Project operational

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exceedances of SCAQMD VOC and NOx regional thresholds are considered significant and unavoidable. Project-related operational emissions are therefore determined to be significant and unavoidable air quality impacts (DEIR, pgs. 4.3-62 to 4.3-69).

b. Cumulative Air Quality Impacts

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project could potentially result in a cumulatively considerable net increase of criteria pollutants for which the project region is in non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors).

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant and there are no known feasible mitigation measures that could reduce this impact to a less-than-significant level. Operational VOC and NOx emissions are reduced to the extent feasible through compliance with established rules and regulations, and implementation of designs compliant with, or surpassing, Title 24 Energy Efficiency requirements. However, Project exceedance of VOC and NOx emissions thresholds, in combination with emissions generated by other sources affecting the encompassing ozone non-attainment area, will result in a cumulatively considerable net increase in VOC and NOx emissions within the encompassing non-attainment area over the life of the Project. However, the Council finds that even with compliance with established regulations, the Project will result in cumulatively significant and unavoidable air quality impacts.

Facts in Support of the Finding: Project operational emissions of VOC and NOx would exceed applicable SCAQMD regional thresholds, and are therefore considered individually and cumulatively significant. The fact that the Project generates emissions of VOC and NOx in excess of SCAQMD thresholds (VOC and NOx collectively as ozone precursors, and NOx alone as an individually significant pollutant) indicates that the Project would also contribute considerably to cumulatively significant air quality impacts within the encompassing ozone and NOx non-attainment areas. On this basis, operational-source emissions of VOC and NOx in exceedance of SCAQMD regional thresholds will result in a cumulatively considerable net increase of these pollutants within the encompassing ozone and NOx non-attainment areas (DEIR, pgs. 4.3-76 to 4.3-77).

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3. Noise

a. Short-Term Construction Noise (Individual and Cumulative)

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project could potentially result in the exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies; and potentially result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant but will be reduced to the extent feasible through mitigation measures. The Council finds that Mitigation Measures 4.4.1 through 4.4.3, presented below, are incorporated into the MMP for the Project, and will be implemented as specified therein. However, the Council finds that even with application of these mitigation measures, short-term construction-related noise impacts are considered significant and unavoidable, and are determined cumulatively considerable for the duration of Project construction activities.

4.4.1 During all Project site construction, the construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. The construction contractor shall place all stationary construction equipment so that emitted noise is directed away from the noise sensitive receptors nearest the project site.

4.4.2 The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise sensitive receptors nearest the project site during all project construction.

4.4.3 The construction contractor shall limit haul truck deliveries to weekdays between the hours of 7:00 a.m. and 8:00 p.m., or the same hours specified for construction equipment. Haul routes that utilize only City-designated truck routes shall be designated on construction plans. The Project construction manager shall be responsible for ensuring that all contractors operate in compliance with construction plan specifications.

Facts in Support of the Finding: Even with implementation of Mitigation Measures 4.4.1 through 4.4.3, it is anticipated that construction-source noise received at the nearest affected sensitive receptor may temporarily and periodically reach a level in excess of the City's

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maximum permissible noise level, resulting in a significant impact (DEIR, pgs. 4.4-17 to 4.4-20). Cumulative noise impacts for the duration of construction activities are also recognized as significant (DEIR, pgs. 5-15 to 5-16). As such, short-term construction noise impacts are determined to be individually and cumulatively significant notwithstanding mitigation.

D. ADEQUACY OF THE RANGE OF PROJECT ALTERNATIVES

The EIR analyzed three alternatives to the Project as proposed, and evaluated these alternatives for their ability to meet the Project's objectives as described in Section II.B above. CEQA requires the evaluation of a "No Project Alternative" to assess a maximum net change in the environment as a result of implementation of the Project. At the direction of the City of Moreno Valley, two different "No Project" scenarios have been evaluated. The first, referred to as the No Project/No Build Alternative, assumes the site would remain in its current undeveloped state. The second, referred to as the No Project/Existing Zoning Alternative, assumes future development of the subject site as allowed under the site's existing zoning. A Reduced Intensity Alternative was also selected for analysis. CEQA requires the evaluation of alternatives that can reduce the significance of identified impacts and "feasibly attain most of the basic objectives of the proposed Project." Thus, in order to develop a range of reasonable alternatives, the Project Objectives must be considered when this Council is evaluating the alternatives.

1. Alternative 1 – No Project/No Build Alternative

Description: Under the No Project/No Build Alternative (hereinafter referenced as the "No Build" Alternative), the site would remain in its current, largely undeveloped state. It is presumed that if the Project or some similar development proposal is not implemented on the subject site, then there would be no other known or probable scenarios for the subject property, the site would likely remain in its current, largely undeveloped state (DEIR, pg. 5-25).

Impacts: The No Build Alternative would result in few (if any) environmental impacts. However, employment and economic benefits otherwise accruing to the City and region would not be realized (DEIR, pgs. 5-25 through 5-37). Similar to the Project, the No Build Alternative would result in less than significant impacts in the following areas: Land Use; Hazards and Hazardous Materials; Public Services; and Biological Resources. No discretionary actions or zone change would be required under the No Build Alternative (DEIR, pg. 5-38). In addition, the

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Project's significant and unavoidable traffic impacts, construction noise impacts, and operational air quality impacts would not occur (DEIR, pgs. 5-36 to 5-53). Under the No Build Alternative, potential traffic/transportation impacts would be representative of existing conditions. The No Build Alternative would reduce the aggregate amount of fee contributions available for long-term traffic improvements when compared to fee contributions realized under the Project.

Objectives: Under the No Build Alternative, the subject site would remain in its current undeveloped state, and none of the Project Objectives would be achieved (DEIR, pg. 5-52).

Finding: Under the No Build Alternative, no development would occur. This Alternative would avoid all of the significant and unavoidable impacts associated with traffic, air quality, and noise that have been identified within the DEIR. However, the City Council finds that the No Build Alternative would not fulfill any of the Project Objectives. Because the No Build Alternative will not fulfill the Project Objectives, the City Council hereby rejects the No Build Alternative.

2. <u>Alternative 2 – No Project/Existing Zoning Alternative</u>

Description: The No Project/Existing Zoning Alternative (hereinafter referenced as the "No Project" Alternative), considers the environmental conditions that would occur if the subject site were developed consistent with its existing zoning designation. That is, all but 7.59 acres of the 56.2-acre Project site is designated for Light Industrial uses. A single parcel, located at the northeast corner of Cactus Avenue and Frederick Street, has an existing zoning designation of "Business Park-Mixed Use," or "BPX." The No Project Alternative assumes that this parcel would be developed with uses consistent with the BPX zoning. To allow for quantified comparison of potential traffic impacts and related vehicular source air quality and noise impacts, the No Project Alternative assumes an estimate of trips based on the above-described existing zoning scenario, which is projected to be an approximately 30 percent increase than would otherwise be generated by logistics/distribution warehouse uses such as those proposed under the Project. The resulting increase in operational emissions would be approximately proportional to the 30 percent increase in trip generation described above. Because the total building area under the No Project Alternative is estimated to be similar to that of the Project, no adjustment has been made to area source emissions estimates (DEIR, pgs. 5-25 to 5-28).

Impacts: The No Project Alternative would result in a lessening of impacts related to Land Use; Hazards and Hazardous Materials; Public Services; and Biological Resources when

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compared to the proposed Project (DEIR, pgs. 5-28 to 5-53). Under the No Project Alternative, a zone change would not be required (DEIR, pg. 5-38). The Project's significant and unavoidable construction noise impacts and construction source air quality impacts would likely be similar to those of the Project (DEIR, pg. 5-42). Potential traffic impacts could be substantively increased under the No Project Alternative, due to the increased traffic associated with BPX land uses. Significant traffic impacts under Opening Year Cumulative conditions would persist, and due to increased traffic generation under the No Project Alternative, would likely be exacerbated (DEIR, pg. 5-41). Operational air pollutant emissions would similarly be increased when compared to the Project; however, the vehicle mix under the No Project Alterative would likely reflect decreased heavy truck traffic. Significant VOC and NOx emissions thresholds exceedances occurring under the Project would be incrementally greater under the No Project Alternative (DEIR, pg. 5-44). Vehicular noise would also likely increase under the No Project Alternative based on increased trip generation. Under the No Project Alternative, due to increased vehicular-source noise, operational noise impacts may increase compared to the Project, but would likely remain less-than-significant (DEIR, pg. 5-47).

Objectives: Business Park-Mixed Uses that could be implemented under the No Project Alternative could substantially achieve the Project's development objectives for the site. Like the Project, it is anticipated that new development under the No Project Alternative would be designed and implemented so as to be compatible with neighboring land uses. The No Project Alternative would effectively capitalize on the site's regional freeway accessibility and visibility. New jobs, including support commercial and office employment opportunities, would be created by the No Project Alternative. This Alternative would also provide additional tax revenues available to the City (DEIR, pg. 5-52).

Finding: Under the No Project Alternative, development of a business park development with a similar scale to that of the Project would occur. None of the Project's significant and unavoidable environmental impacts would be reduced under the No Project Alternative. Conversely, increased trip generation under the existing land use would likely lead to increased traffic, with correlating increases in air pollutant emissions and vehicular noise. Although the No Project Alternative could substantially achieve the Project's Objectives, because the No Project Alternative would not reduce the majority of the Project's significant and unavoidable impacts, the City Council hereby rejects the No Project Alternative.

3. Alternative 3 – Reduced Intensity Alternative

Description: The Reduced Intensity Alternative assumes the same general land use type as the Project, but at a development intensity scoped to reduce the intensity of significant air quality impacts that would otherwise result from the Project. In that the same type of development is proposed, most of the Project Objectives would be achieved, albeit to a lesser extent (DEIR, pg. 5-29). Implementation of the Reduced Intensity Alternative would yield approximately 673,000 square feet of development, a reduction of approximately 47 percent or approximately 608,000 square feet, when compared to the approximately 1,281,000-square-foot Project analyzed in the EIR (DEIR, pg. 5-30).

Impacts: The Reduced Intensity Alternative would result in similar, albeit slightly lessened, impacts in the areas of Land Use; Hazards and Hazardous Materials; Public Services; and Biological Resources when compared to the Project (DEIR, pgs. 5-29 through 5-53). Under the Reduced Intensity Alternative, maximum construction-related emissions from site preparation and grading would likely be the same as for the Project, though it would occur within a shortened time frame due to the reduced development area. In this regard, the maximum daily site disturbance and amount of equipment employed concurrently would likely be similar to the construction scenario envisioned for the Project. As with the Project, mitigated construction-related emissions would still exceed SCAQMD emissions thresholds of VOC (DEIR, pg. 5-42). Because the scope of development would be reduced under this Alternative, the duration of construction activities and resulting construction emissions and noise may be reduced when compared to the Project by reducing Project-related traffic. Less-than-significant operational noise impacts of the Project would be further diminished under the Reduced Intensity Alternative (DEIR, pg. 5-47). Operational NOx emissions under this Alternative would, however, still exceed applicable SCAQMD thresholds (DEIR, pg. 5-45). The Reduced Intensity Alternative would result in an approximate 47 percent reduction in development intensity, with a commensurate reduction in trip generation when compared to the Project. The extent of area-wide traffic improvements and required traffic impact mitigation realized under the Project would also be reduced. Therefore, significant traffic impacts projected to occur under Opening Year Cumulative conditions would persist with or without development under the Reduced Intensity Alternative (DEIR, pg. 5-41).

Objectives: The Reduced Intensity Alternative would, to some degree, realize the Project Objectives. However, because the scale of the development would be diminished under this

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Alternative, the resulting generation of development impact fees, the number of jobs created, and potential second tier economic benefits to the City and region (e.g., wholesale/retail support sales; temporary and long-term construction jobs, and facilities maintenance employment opportunities) would likely be reduced when compared to the Project (DEIR, pgs. 5-52 to 5-53).

Finding: Under the Reduced Intensity Alternative, light industrial warehouse/distribution facilities of 608,000 square feet would be realized as compared to the 1,281,000 square feet proposed under the Project. The City Council hereby finds that the Reduced Intensity Alternative would reduce, but not avoid, the significant and unavoidable traffic, air quality, and noise impacts identified in the EIR. This Alternative would not meet Project Objectives to the same extent as the Project. Furthermore, the scale of the reduction in intensity would not maximize or realize the economic potential of the site. The Reduced Intensity Alternative would also result in comparatively fewer opportunities to provide jobs, as compared to the Project. Therefore, the City Council rejects the Reduced Intensity Alternative on the basis that it fails to avoid the significant and unavoidable impacts of the Project and does not meet the Project Objectives as well as the Project. The City Council also finds that each of these considerations constitutes a ground for rejecting this alternative that is independently sufficient to support the City Council's rejection of this alternative.

4. <u>Alternatives Considered and Rejected</u>

As stated at *Guidelines* Section 15126.6 (f)(1)(2)(A), the "key question and first step in [the] analysis [of alternative locations] is whether any of the significant effects of the project would be avoided or substantially lessened by putting the project in another location." (DEIR, pgs. 5-32 through 5-34.) The Project is expected to result in significant impacts to traffic, long-term operational air pollutant emissions and related air quality impacts, and temporary construction-source noise.

In the case of the proposed Project, relocation to an Alternative Site within the City of Moreno Valley is not likely to achieve any measurable reduction in traffic impacts. Certain of the Project's significant traffic impacts would occur at, or would require improvement of, Caltrans jurisdictional freeway facilities. Such improvements, however, are beyond the scope and purview of the Lead Agency and the Applicant. If not implemented at the current site, the Project would still contribute essentially the same volumes and types of traffic to Caltrans facilities, resulting in significant traffic impacts similar to those of the current Project.

In regard to air quality impacts, the Project's vehicular operational emissions may be incrementally reduced by relocating the Project closer to I-215; however, because the Project site is located less than one mile from the freeway, it is not anticipated that the resulting trip length reductions would be sufficient to achieve regional emissions thresholds.

Temporary exceedances of noise standards are anticipated to result from Project construction. However, this type of noise would likely exceed City thresholds wherever the Project was located, since sensitive receptors are located throughout the community.

Additionally, the Project has been proposed primarily in order to expand the ongoing operations of the existing Harbor Freight Tools facility. Because this facility operates successfully from its current, fixed location, the relocation of the Project to an Alternate Site would not allow for the benefits of this expansion, and would obviate the need for the Project. Based on the preceding considerations, the analysis of an Alternative Site was not considered further.

5. Environmentally Superior Alternative

Based on comparative reductions in traffic generation, and associated reductions in noise and air emissions, and generally reduced scale, among the Alternatives considered, the Reduced Intensity Alternative would result in the greatest reduction in environmental effects, and is thus considered the environmentally superior alternative (DEIR, pg. 5-65). Notwithstanding, the scope and total overall development would be substantively reduced under the Reduced Intensity Alternative. The resulting diminishment of the Project Objectives, to include substantive reduction in economic benefits to the City and region, and limited jobs creation would act to substantially reduce the feasibility of this Alternative (DEIR, pgs. 5-25 to 5-53).

E. GROWTH-INDUCING IMPACTS

CEQA requires a discussion of ways in which the proposed Project could be growth inducing. Specifically, CEQA Guidelines Section 151260.2(d) states than an EIR must describe the ways in which the proposed Project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment.

The Project would result in the creation of new light industrial/distribution warehouse uses. The types of employment opportunities offered by the Project are relatively common

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throughout Southern California and are unlikely to generate significant population migration (if any), and would not result in population growth for the City beyond that reflected in adopted growth forecasts. The Project does not propose the creation of housing, and would not foster growth or a concentration of population in excess of what is assumed in pertinent master plans, land use plans, or in projections made by regional planning (DEIR, pgs. 5-53 to 5-55).

Currently, the Project site is vacant and undeveloped. However, expansions of water and wastewater systems, along with other urban utilities, are programmed to serve the vicinity consistent with anticipated development of the City and region. In order to accommodate forecasted growth of the City and region over the long term, it is anticipated these improvements will be implemented regardless of the City's ultimate decision on the Project. The Project is not considered to provide an inducement to other lands within its vicinity to undertake unanticipated development due to the availability of new or expanded infrastructure systems (DEIR, pgs. 5-53 to 5-56).

Notwithstanding, development of the Project as envisioned will entail upgrade/modification of infrastructure in the immediate Project vicinity, including abutting roadways, the local water distribution and sewer collection systems, and storm drainage conveyance facilities. Additionally, it is recognized that provision of services, e.g., utilities, fire protection, and law enforcement, may be expanded or otherwise enhanced to meet additional demands of the Project. Project design and payment of impact mitigation fees reduces individual and cumulative impacts in these regards. Services expansion or enhancements based on incremental demands of the Project will not result in substantial additional capacity that could be considered growth inducing. (*Id.*)

Investment in the Project would have local and regional economic impacts which may result in indirect growth-inducing effects. The Project's potential economic benefits could indirectly result in employment growth in the region. This growth, in combination with other anticipated employment growth in the region, could indirectly result in population growth and an increased demand for housing. (*Id.*) Such growth has a variety of potential effects on the physical environment, including but not limited to, effects on air quality, ambient noise levels, traffic impacts, and water quality. It is not anticipated that the additional employment opportunities created by the Project would be substantial enough to produce noticeable population growth within the City and region (DEIR, p. 5-56).

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F. SIGNIFICANT IRREVERSIBLE ENVIRONMENTAL CHANGES

Public Resources Code Section 21100(b)(2)(B) and CEQA Guidelines Sections 15126(c), 15126.2(c), and 15127, require that for certain types or categories of projects, an EIR must address significant irreversible environmental changes that would occur should the project be implemented. As presented at CEQA Guidelines Section 15127, the topic of Significant Irreversible Environmental Changes needs to be addressed in EIRs prepared in connection with any of the following activities:

(a) The adoption, amendment, or enactment of a plan, policy, or ordinance of a public agency;

(b) The adoption by a local agency formation commission of a resolution making determinations; or

(c) A project which will be subject to the requirements for preparing of an environmental impact statement pursuant to the requirements of the National Environmental Policy Act of 1969, 42 U.S.C. Sections 4321-4347.

The Project qualifies under Guidelines §15127 (a) in that a zone change is required in order to implement the Project. As such, this EIR analysis addresses any significant irreversible environmental changes which would be involved in the proposed action should it be implemented [Guidelines, Sections 15126(e) and 15127]. An impact would fall into this category if:

- A project would involve a large commitment of nonrenewable resources;
- The primary and secondary impacts of a project would generally commit future generations to similar uses;
- A project involves uses in which irreversible damage could result from any potential environmental incidents associated with the project; or
- The proposed consumption of resources is not justified (e.g., the project results in wasteful use of energy).

With regard to the above considerations, various natural resources, in the form of construction materials and energy resources, will be used in the construction of the Project, but their use is not expected to result in shortfalls in the availability of these resources. The Project

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presents no significant possibility of irreversible environmental damage "from any potential environmental incidents associated with the project." The Project does not propose facilities or uses that would result in potentially significant environmental incidents. Moreover, all feasible mitigation is incorporated in the Project to reduce its potential environmental effects. As discussed herein, the Project will not result in or cause unwarranted or wasteful use of resources, including energy (DEIR, pgs. 5-59 to 5-60).

G. STATEMENT OF OVERRIDING CONSIDERATIONS

The Moreno Valley City Council adopts this Statement of Overriding Considerations with respect to the significant unavoidable impacts associated with adoption of the Project as addressed in the EIR, specifically:

1. Traffic Impacts – Intersections and Roadway Segments (Cumulative); and
2. Traffic Impacts – Freeway Ramps (Cumulative).
3. Operational Air Pollutant Emissions (Individual and Cumulative); and
4. Short-Term Construction Noise (Individual and Cumulative).

The Moreno Valley City Council hereby declares that, pursuant to CEQA Guidelines Section 15093, the City Council has balanced the benefits of the proposed Project against any significant and unavoidable environmental impacts in determining whether to approve the proposed Project. If the benefits of the proposed Project outweigh the unavoidable adverse environmental impacts, those impacts are considered "acceptable."

The City Council hereby declares that the EIR has identified and discussed significant effects that may occur as a result of the Project. With the implementation of the mitigation measures discussed in the EIR, these impacts can be mitigated to a level of less than significant except for the unavoidable and significant impacts discussed in Section V.C herein.

The City Council hereby declares that it has made a reasonable and good faith effort to eliminate or substantially mitigate the potential impacts resulting from the Project.

The City Council hereby declares that to the extent any mitigation measures recommended to the City are not incorporated, such mitigation measures are infeasible because

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they would impose restrictions on the Project that would prohibit the realization of specific economic, social, and other benefits that this City Council finds outweigh the unmitigated impacts.

The City Council further finds that except for the Project, all other alternatives set forth in the EIR are infeasible because they would prohibit the realization of the Project objectives and/or specific economic, social or other benefits that this City Council finds outweigh any environmental benefits of the alternatives.

The City Council hereby declares that, having reduced the adverse significant environmental effects of the Project, to the extent feasible by adopting the proposed mitigation measures, having considered the entire administrative record on the Project and having weighed the benefits of the Project against its unavoidable significant impact after mitigation, the City Council has determined that the social, economic and environmental benefits of the Project outweigh the potential unavoidable significant impacts and render those potential significant impacts acceptable based on the following considerations:

- The Project will provide development consistent with the General Plan and in conformance with municipal standards, codes and policies;
- The Project provides development that improves and maximizes economic viability of a vacant site by transitioning the Project site into a productive light industrial use;
- The Project is located near the intersection of a major street and an interstate freeway, maximizing access opportunities for the convenience of operations;
- The Project creates additional employment-generating opportunities for the City of Moreno Valley and surrounding communities; and
- The Project provides adequate infrastructure and public amenities, including upgrading and widened streets, signal upgrades and utility improvements.

As the CEQA Lead Agency for the proposed action, the City of Moreno Valley has reviewed the Project description and the alternatives presented in the EIR, and fully understands the Project and Project alternatives proposed for development. Further, this Council finds that all potential adverse environmental impacts and all feasible mitigation measures to reduce the impacts from the project have been identified in the Draft EIR, the Final EIR and public

testimony. This Council also finds that a reasonable range of alternatives was considered in the EIR and this document, Section V.D above, and finds that approval of the Project is appropriate.

This Council has identified economic and social benefits and important policy objectives, Section V.G above, which result from implementing the Project. The Council has balanced these substantial social and economic benefits against the unavoidable significant adverse effects of the Project. Given the substantial social and economic benefits that will accrue from the Project, this Council finds that the benefits identified herein override the unavoidable environmental effects.

California Public Resource Code 21002 provides: "In the event specific economic, social and other conditions make infeasible such Project alternatives or such mitigation measures, individual projects can be approved in spite of one or more significant effects thereof." Section 21002.1(c) provides: "In the event that economic, social, or other conditions make it infeasible to mitigate one or more significant effects of a project on the environment, the project may nonetheless be approved or carried out at the discretion of a public agency…" Finally, California Administrative Code, Title 4, 15093 (a) states: "If the benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered 'acceptable.'"

The City Council hereby declares that the foregoing benefits provided to the public through approval and implementation of the Project outweighs the identified significant adverse environmental impacts of the Project that cannot be mitigated. The City Council finds that each of the Project benefits outweighs the unavoidable adverse environmental impacts identified in the EIR and, therefore, finds those impacts to be acceptable.

H. CERTIFICATION OF THE ENVIRONMENTAL IMPACT REPORT

The Moreno Valley City Council finds that it has reviewed and considered the EIR in evaluating the Project, that the EIR is an accurate and objective statement that fully complies with CEQA and the CEQA Guidelines, and that the EIR reflects the independent judgment of the City Council.

The City Council declares that no new significant information as defined by CEQA Guidelines Section 15088.5 has been received by the City Council after the circulation of the DEIR that would require recirculation. All of the information added to the FEIR merely clarifies,

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amplifies or makes insignificant modifications to an already adequate DEIR pursuant to CEQA Guidelines Section 15088.5(b).

The City Council hereby certifies the EIR based on the following findings and conclusions:

1. <u>Findings</u>

a. CEQA Compliance

As the decision-making body for the Project, the City Council has reviewed and considered the information contained in the Findings and supporting documentation. The City Council determines that the Findings contain a complete and accurate reporting of the environmental impacts and mitigation measures associated with the Project, as well as complete and accurate reporting of the unavoidable impacts and benefits of the Proposed Project as detailed in the Statement of Overriding Considerations. The City Council finds that the EIR was prepared in compliance with CEQA and that the City Council complied with CEQA's procedural and substantive requirements.

b. Significant Unavoidable Impacts/Statement of Overriding Considerations:

The Project will have significant adverse impacts even following adoption of all feasible mitigation measures which are required by the City Council. The following significant environmental impacts have been identified in the FEIR and will require mitigation but cannot be mitigated to a level of insignificance as set forth in Section V.C of these Findings: Traffic Impacts – Intersections and Roadway Segments (Cumulative); Traffic Impacts – Freeway Ramps (Cumulative); Operational Air Pollutant Emissions (Individual and Cumulative); and Short-Term Construction Noise (Individual and Cumulative). The City Council has eliminated or substantially reduced environmental impacts where feasible as described in the Findings, and the City Council determines that the remaining unavoidable significant adverse impacts are acceptable due to the reasons set forth in the preceding Statement of Overriding Considerations.

2. <u>Conclusions</u>

a. All potentially significant environmental impacts from implementation of the proposed Project have been identified in the FEIR and, with the implementation of the

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mitigation measures defined herein and set forth in the MMP, will be mitigated to a less-than-significant level, except for the impacts identified in Section V.C above.

b. Other reasonable alternatives to the proposed Project that could feasibly achieve the basic objectives of the proposed Project have been considered and rejected in favor of the proposed Project.

c. Environmental, economic, social and other considerations and benefits derived from the development of the proposed Project override and make infeasible any alternatives to the proposed Project or further mitigation measures beyond those incorporated into the proposed Project.

I. ADOPTION OF MITIGATION MONITORING PLAN

Pursuant to *Public Resources Code* Section 21081.6, the Council hereby adopts, as conditions of approval of the Project, the MMP set forth in Section 4.0 of the Final EIR. In the event of any inconsistencies between the mitigation measures as set forth herein and the MMP, the MMP shall control, except to the extent that a mitigation measure contained herein is inadvertently omitted form the MMP, in which case such mitigation measure shall be deemed as if it were included in the MMP.

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Exhibit B

4.0 MITIGATION MONITORING PLAN

4.1 INTRODUCTION

To ensure that the mitigation measures contained in this EIR are properly implemented, a monitoring plan has been developed pursuant to State law. This Mitigation Monitoring Plan (MMP) identifies measures incorporated in the Project which reduce its potential environmental effects; the entities responsible for implementation and monitoring of mitigation measures; and the appropriate timing for implementation of mitigation measures. As described at *CEQA Guidelines* §15097, this MMP employs both reporting on, and monitoring of, Project mitigation measures.

The objectives of the MMP are to:

- Assign responsibility for, and ensure proper implementation of mitigation measures;
- Assign responsibility for, and provide for monitoring and reporting of compliance with mitigation measures;
- Provide the mechanism to identify areas of noncompliance and need for enforcement action before irreversible environmental damage occurs.

Mitigation monitoring and reporting procedures incorporated in the Project are presented in the following Section 4.2. Specific mitigation measures incorporated in the Project, mitigation timing, and implementation and reporting/monitoring responsibilities are presented within this Section at Table 4.2-1.

4.2 MITIGATION MONITORING AND REPORTING

Mitigation Monitoring and Responsibilities

As the Lead Agency, the City of Moreno Valley is responsible for ensuring full compliance with the mitigation measures adopted for the proposed Project. The City will monitor and report on all mitigation activities. Mitigation measures will be implemented at different stages of development throughout the Project area. In this regard, the responsibilities for implementation have been assigned to the Applicant, Contractor, or a combination thereof.

If during the course of Project implementation, any of the mitigation measures identified herein cannot be successfully implemented, the City shall be immediately informed, and the City will then inform any affected responsible agencies. The City, in conjunction with any affected responsible agencies, will then determine if modification to the Project is required and/or whether alternative mitigation is appropriate.

Table 4.2-1
RPT Centerpointe West Project
Mitigation Monitoring Plan

General Note: *To facilitate coordination and effective implementation of mitigation measures, the mitigation measures provided herein shall appear on all grading plans, construction specifications, and bid documents. Incorporation of required notations shall be verified by the City prior to issuance of first development permit. Implementation Entities shall comply with listed mitigation requirements.*

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
Traffic and Circulation				
4.2.1 Elsworth Street and Cactus Avenue Improvements: *Prior to issuance of the first Certificate of Occupancy, the Project Applicant shall construct the following improvement.* • *Remove the existing southbound crosswalk (i.e., the crosswalk on the western leg of the intersection) to provide additional "green time" to other approaches. This removal shall be accomplished in a manner consistent with applicable regulations, including but not limited to Chapter 3B of the 2012 California Manual on Uniform Traffic Control Devices (MUTCD), and Section 21950.5 of the California Vehicle Code. The existing crosswalks on the north, east and south legs of the intersection shall be maintained.*	Prior to issuance of first Certificate of Occupancy.	Applicant	City of Moreno Valley, Transportation Division and Land Development Division	City shall verify completion of improvements prior to issuance of first Certificate of Occupancy.
4.2.2 I-215 Southbound Ramps at Cactus Avenue Improvement: • *Construct a second westbound through lane.* *This improvement will be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of I-215 Southbound Ramps at Cactus Avenue.*	Prior to issuance of first Certificate of Occupancy.	Applicant	City of Moreno Valley, Transportation Division and Land Development Division	City shall verify receipt of fees before issuance of first Certificate of Occupancy.

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Table 4.2-1
RPT Centerpointe West Project
Mitigation Monitoring Plan

General Note: *To facilitate coordination and effective implementation of mitigation measures, the mitigation measures provided herein shall appear on all grading plans, construction specifications, and bid documents. Incorporation of required notations shall be verified by the City prior to issuance of first development permit. Implementation Entities shall comply with listed mitigation requirements.*

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
Traffic and Circulation				
4.2.3 I-215 Northbound Ramps at Cactus Avenue Improvements: • *Construct a second northbound left-turn lane;* • *Re-stripe the existing eastbound shared through/right-turn lane as the third through lane;* • *Construct a dedicated eastbound right-turn lane;* • *Construct a third westbound through lane; and* • *Construct a dedicated westbound right-turn lane.* *These improvements will be funded through participating in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of I-215 Northbound Ramps at Cactus Avenue.*	Prior to issuance of first Certificate of Occupancy.	Applicant	City of Moreno Valley, Transportation Division and Land Development Division	City shall verify receipt of fees before issuance of first Certificate of Occupancy.
4.2.4 Elsworth Street at Cactus Avenue Improvement: • *Construct a third eastbound through lane.* *This improvement will be funded through participation in the TUMF and/or DIF program(s). The Project will pay required fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Elsworth Street at Cactus Avenue.*	Prior to issuance of first Certificate of Occupancy.	Applicant	City of Moreno Valley, Transportation Division and Land Development Division	City shall verify receipt of fees before issuance of first Certificate of Occupancy.

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Table 4.2-1
RPT Centerpointe West Project
Mitigation Monitoring Plan

General Note: *To facilitate coordination and effective implementation of mitigation measures, the mitigation measures provided herein shall appear on all grading plans, construction specifications, and bid documents. Incorporation of required notations shall be verified by the City prior to issuance of first development permit. Implementation Entities shall comply with listed mitigation requirements.*

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
Traffic and Circulation				
4.2.5 Frederick Street at Cactus Avenue Improvements: • *Construct a third eastbound through lane; and* • *Construct a third westbound through lane.* *These improvements will be funded through participating in the TUMF and/or DIF program(s). The Project will pay required fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Frederick Street at Cactus Avenue.*	Prior to issuance of first Certificate of Occupancy.	Applicant	City of Moreno Valley, Transportation Division and Land Development Division	City shall verify receipt of fees before issuance of first Certificate of Occupancy.
4.2.6 Graham Street at Cactus Avenue Improvements: • *Remove the existing southbound crosswalk (i.e., crosswalk on the west leg) to provide additional green time to other approaches; and* • *Construct a third eastbound through lane.* *These improvements will be funded through participating in the TUMF and/or DIF program(s). The Project will pay required fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Graham Street at Cactus Avenue.*	Prior to issuance of first Certificate of Occupancy.	Applicant	City of Moreno Valley, Transportation Division and Land Development Division	City shall verify receipt of fees before issuance of first Certificate of Occupancy.

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Table 4.2-1
RPT Centerpointe West Project
Mitigation Monitoring Plan

General Note: *To facilitate coordination and effective implementation of mitigation measures, the mitigation measures provided herein shall appear on all grading plans, construction specifications, and bid documents. Incorporation of required notations shall be verified by the City prior to issuance of first development permit. Implementation Entities shall comply with listed mitigation requirements.*

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
Air Quality				
4.3.1 *Pursuant to SCAQMD Rule 403 requirements:* • *All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.* • *The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.* • *The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are limited to 15 miles per hour or less.*	On-going implementation of mitigation requirements during Project construction.	Applicant and contractor(s)	City of Moreno Valley, Planning Division	On-going monitoring by construction superintendent. City to respond to any community concerns regarding Project construction activities.
4.3.2 *A sign shall be posted on-site stating that construction workers shall not idle diesel engines in excess of five minutes.*	On-going implementation of mitigation requirements during Project construction.	Applicant and contractor(s)	City of Moreno Valley, Planning Division	On-going monitoring by construction superintendent. City to respond to any community concerns regarding Project construction activities.

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Table 4.2-1
RPT Centerpointe West Project
Mitigation Monitoring Plan

General Note: *To facilitate coordination and effective implementation of mitigation measures, the mitigation measures provided herein shall appear on all grading plans, construction specifications, and bid documents. Incorporation of required notations shall be verified by the City prior to issuance of first development permit. Implementation Entities shall comply with listed mitigation requirements.*

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
Air Quality				
4.3.3 *During grading activities, total horsepower-hours per day for all equipment shall not exceed 13,568 horsepower-hours per day and the maximum disturbance (actively graded) area shall not exceed four acres per day.*	On-going implementation of mitigation requirements during Project construction.	Applicant and contractor(s)	City of Moreno Valley, Planning Division and Land Development Division	On-going monitoring by construction superintendent. City to respond to any community concerns regarding Project construction activities.
4.3.4 *Only "Zero-Volatile Organic Compounds" paints (no more than 150 gram/liter of VOC) and/or High Pressure Low Volume (HPLV) applications consistent with South Coast Air Quality Management District Rule 1113 shall be used.*	On-going implementation of mitigation requirements during Project construction.	Applicant and contractor(s)	City of Moreno Valley, Planning Division and Land Development Division	On-going monitoring by construction superintendent. City to respond to any community concerns regarding Project construction activities.
4.3.5 *The Project truck access gates and loading docks site shall be posted with signs which state:* • *Truck drivers shall turn off engines when not in use;* • *Diesel delivery trucks servicing the Project shall not idle for more than three minutes; and* • *Telephone numbers of the building facilities manager and the CARB to report violations.*	Prior to issuance of first Certificate of Occupancy.	Applicant and contractor(s)	City of Moreno Valley, Planning Division	Before issuance of first Certificate of Occupancy.

MV00187117

Table 4.2-1
RPT Centerpointe West Project
Mitigation Monitoring Plan

General Note: *To facilitate coordination and effective implementation of mitigation measures, the mitigation measures provided herein shall appear on all grading plans, construction specifications, and bid documents. Incorporation of required notations shall be verified by the City prior to issuance of first development permit. Implementation Entities shall comply with listed mitigation requirements.*

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
Air Quality				
4.3.6 *The Project's final site design shall allow for trucks to check-in within the facility area to prevent queuing of trucks outside the facility.*	Prior to issuance of first Building Permit.	Applicant	City of Moreno Valley, Planning Division	City shall verify designs prior to Final Site Plan approval, with verification of implemented check-in improvements at issuance of first Building Permit.
4.3.7 *The building roof shall be designed and constructed to accommodate solar panels.*	Prior to issuance of first Building Permit.	Applicant	City of Moreno Valley, Planning Division	City shall verify final designs prior to issuance of first building permit. Implemented design to be verified prior to the issuance of first Building Permit.
4.3.8 *Prior to issuance of the first Certificate of Occupancy, the Project shall install a photovoltaic array (solar panels) or other source of renewable energy generation onsite, or otherwise acquire energy from the local utility that has been generated by renewable resources, to meet the Project's office electrical needs.*	Prior to issuance of first Certificate of Occupancy.	Applicant	City of Moreno Valley, Planning Division	City shall verify final designs prior to issuance of first building permit. Implemented design to be verified prior to the issuance of first Certificate of Occupancy.

MV00187118

Table 4.2-1
RPT Centerpointe West Project
Mitigation Monitoring Plan

General Note: *To facilitate coordination and effective implementation of mitigation measures, the mitigation measures provided herein shall appear on all grading plans, construction specifications, and bid documents. Incorporation of required notations shall be verified by the City prior to issuance of first development permit. Implementation Entities shall comply with listed mitigation requirements.*

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
Air Quality				
4.3.9 *The Project shall provide secure, weather-protected on-site bicycle storage/parking. Bicycle storage parking/quantity and location shall be consistent with City of Moreno Valley requirements;* *The Project shall provide pedestrian and bicycle connections to surrounding areas, consistent with provisions of the City of Moreno Valley General Plan. Location and configurations of proposed pedestrian and bicycle connections are subject to review and approval by the City. Prior to Final Site Plan approval, pedestrian and bicycle connections shall be indicated on the Project Site Plan;* *The Project shall provide onsite showers (one for males and one for females). Lockers for employees shall be provided.*	Prior to issuance of first Building Permit.	Applicant	City of Moreno Valley, Planning Division	City shall verify final designs prior to final site plan approval. Implemented design to be verified prior to the issuance of first Building Permit.
Noise				
4.4.1 *During all Project site construction, the construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. The construction contractor shall place all stationary construction equipment so that emitted noise is directed away from the noise sensitive receptors nearest the project site.*	On-going implementation of mitigation requirements during Project construction.	Applicant and contractor(s)	City of Moreno Valley, Planning Division and Building and Safety Division	On-going monitoring by construction superintendent. City to respond to any community concerns regarding Project construction activities.

MV00187119

Table 4.2-1
RPT Centerpointe West Project
Mitigation Monitoring Plan

General Note: *To facilitate coordination and effective implementation of mitigation measures, the mitigation measures provided herein shall appear on all grading plans, construction specifications, and bid documents. Incorporation of required notations shall be verified by the City prior to issuance of first development permit. Implementation Entities shall comply with listed mitigation requirements.*

	Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
Noise					
4.4.2	*The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise sensitive receptors nearest the project site during all Project construction.*	On-going implementation of mitigation requirements during Project construction.	Applicant and contractor(s)	City of Moreno Valley, Planning Division and Building and Safety Division	City to verify required notations before issuance of first development permit. Thereafter, on-going monitoring by construction superintendent. City to respond to any community concerns regarding Project construction activities.
4.4.3	*The construction contractor shall limit haul truck deliveries to weekdays between the hours of 7:00 a.m. and 8:00 p.m., or the same hours specified for construction equipment. Haul routes that utilize only City-designated truck routes shall be identified on construction plans. The Project construction manager shall be responsible for ensuring that all contractors operate in compliance with construction plan specifications.*	On-going implementation of mitigation requirements during Project construction.	Applicant and contractor(s)	City of Moreno Valley, Planning Division and Building and Safety Division	On-going monitoring by construction superintendent. City to respond to any community concerns regarding Project construction activities.

MV00187120

Table 4.2-1
RPT Centerpointe West Project
Mitigation Monitoring Plan

General Note: *To facilitate coordination and effective implementation of mitigation measures, the mitigation measures provided herein shall appear on all grading plans, construction specifications, and bid documents. Incorporation of required notations shall be verified by the City prior to issuance of first development permit. Implementation Entities shall comply with listed mitigation requirements.*

	Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
Noise					
4.4.4	*All trucks, tractors, and forklifts shall be operated with proper operating and well maintained mufflers.*	On-going implementation of mitigation requirements during Project construction.	Applicant and contractor(s)	City of Moreno Valley, Planning Division and Building and Safety Division	On-going monitoring by construction superintendent. City to respond to any community concerns regarding Project construction activities.
4.4.5	*Maintain quality pavement conditions that are free of bumps to minimize truck noise.*	On-going implementation of mitigation requirements during Project construction.	Applicant and contractor(s)	City of Moreno Valley, Planning Division and Building and Safety Division	On-going monitoring by construction superintendent. City to respond to any community concerns regarding Project construction activities.
4.4.6	*The truck access gates and loading docks within the truck court on the project site shall be posted with signs which state:* • *Truck drivers shall turn off engines when not in use;* • *Diesel trucks servicing the Project shall not idle for more than five minutes; and* • *Post telephone numbers of the building facilities manager to report violations.*	On-going implementation of mitigation requirements during Project construction.	Applicant and contractor(s)	City of Moreno Valley, Planning Division	On-going monitoring by construction superintendent. City to respond to any community concerns regarding Project construction activities.

MV00187121

Table 4.2-1
RPT Centerpointe West Project
Mitigation Monitoring Plan

General Note: *To facilitate coordination and effective implementation of mitigation measures, the mitigation measures provided herein shall appear on all grading plans, construction specifications, and bid documents. Incorporation of required notations shall be verified by the City prior to issuance of first development permit. Implementation Entities shall comply with listed mitigation requirements.*

	Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
Biological Resources					
BR-1	*If possible, all vegetation removal activities shall be scheduled from August 1 to February 1, which is outside the general avian nesting season. This would ensure that no active nests would be disturbed and that removal could proceed rapidly. If vegetation is to be cleared during the nesting season (February 15 – July 31), all suitable habitat will be thoroughly surveyed within 72 hours prior to clearing for the presence of nesting birds by a qualified Project biologist. The Project biologist shall be retained by the Applicant and vetted by the City. The survey results shall be submitted by the Project Applicant to the City Planning Department. If any active nests are detected, the area shall be flagged and mapped on the construction plans along with a minimum 300-foot buffer and up to 500 feet for raptors, with the final buffer distance to be determined by the qualified biologist. The buffer area shall be avoided until the nesting cycle is complete or it is determined that the nest has failed. In addition, the biologist will be present on the site to monitor the vegetation removal to ensure that any nests, which were not detected during the initial survey, are not disturbed.*	Nesting bird surveys and any necessary species protection or relocation activities shall be completed prior to issuance of grading permit(s) for the affected area(s).	Applicant	City of Moreno Valley, Planning Division and Project Biologist	City and Project Biologist to verify adequacy of Surveys and any necessary species protection or relocation activities prior to issuance of grading permit(s) for the affected area(s).

MV00187122

Table 4.2-1
RPT Centerpointe West Project
Mitigation Monitoring Plan

General Note: *To facilitate coordination and effective implementation of mitigation measures, the mitigation measures provided herein shall appear on all grading plans, construction specifications, and bid documents. Incorporation of required notations shall be verified by the City prior to issuance of first development permit. Implementation Entities shall comply with listed mitigation requirements.*

	Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
Biological Resources					
BR-2	*Within 30 days prior to site clearing activities, a pre-construction burrowing owl survey shall be conducted to document the presence/absence of any occupied owl burrows. Any owls present shall be passively or actively relocated following CDFG approved protocols, and with CDFG permission, prior to commencement of clearing. The survey shall be submitted to the City Planning Department prior to issuance of a grading permit.*	Nesting bird surveys and any necessary species protection or relocation activities shall be completed prior to issuance of grading permit(s) for the affected area(s).	Applicant	City of Moreno Valley, Planning Division and Project Biologist	City and Project Biologist to verify adequacy of Surveys and any necessary species protection or relocation activities prior to issuance of grading permit(s) for the affected area(s).
BR-3	*Prior to the issuance of a grading permit, the Project Applicant shall be responsible for ensuring that a biological resources survey is conducted for the Project site during nesting season (February 15 to July 31) by a qualified biologist, consistent with the policies of the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP). This survey will specifically address the identification of potential burrowing owl (*Athena cunicularia*) habitat, and the protection of species associated with riparian/riverine areas and vernal pools. The results of this biological survey shall be submitted to the City for review. If the City finds that the Project, in its final design, would involve areas of burrowing owl occupation, and/or areas of riparian or riverine resources, the following requirements would apply:*	Nesting bird surveys and any necessary species protection or relocation activities shall be completed prior to issuance of grading permit(s) for the affected area(s).	Applicant	City of Moreno Valley, Planning Division and Project Biologist	City and Project Biologist to verify adequacy of Surveys and any necessary species protection or relocation activities prior to issuance of grading permit(s) for the affected area(s).

MV00187123

Table 4.2-1
RPT Centerpointe West Project
Mitigation Monitoring Plan

General Note: *To facilitate coordination and effective implementation of mitigation measures, the mitigation measures provided herein shall appear on all grading plans, construction specifications, and bid documents. Incorporation of required notations shall be verified by the City prior to issuance of first development permit. Implementation Entities shall comply with listed mitigation requirements.*

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
• *If the site contains, or is part of an area supporting less than 35 acres of suitable burrowing owl habitat, or the survey reveals that the site and the surrounding area supports fewer than three pairs of burrowing owls, then the on-site burrowing owls will be passively or actively relocated following accepted protocols.* • *If the site (including adjacent areas) supports three or more pairs of burrowing owls, supports greater than 35 acres of suitable habitat and is non-contiguous with MSHCP Conservation Area lands, at least 90 percent of the area with long-term conservation value and burrowing owl pairs will be conserved onsite.* • *If the 90 percent threshold cannot be met, the City of Moreno Valley, as a permittee of the MSHCP, must make a Determination of Biologically Equivalent or Superior Preservation.* • *If riparian/riverine resources are present onsite and cannot be avoided, a Determination of Biologically Equivalent or Superior Preservation will be required.*				

MV00187124

ORDINANCE NO. 857

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING ZONE CHANGE APPLICATION PA12-0022 TO CHANGE THE ZONE FROM BUSINESS PARK MIXED-USE TO LIGHT INDUSTRIAL FOR A 7.6 ACRE SITE LOCATED AT THE NORTHEAST CORNER OF FREDERICK STREET AND CACTUS AVENUE (ASSESSOR'S PARCEL NUMBER 297-170-027).

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1 GENERAL:

1.1 The applicant, Ridge Moreno Valley, LLC, has filed application PA12-0022, requesting an amendment of the City' Official Zoning Atlas as described in this ordinance.

1.2 Pursuant to the provisions of the law, a public hearing was held before the City Council on December 11, 2012, for deliberations and decision.

1.3 The matter was fully discussed, and the public and other agencies presented testimony and documentation.

1.4 An Environmental Impact Report is proposed for the project under California Environmental Quality Act (CEQA) guidelines.

SECTION 2 FINDINGS:

2.1 Based upon substantial evidence presented to this City Council on December 11, 2012**,** including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed amendment is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The project proposes a change to the Zoning Atlas for 7.6 acres located within Assessor's Parcel Numbers 297-170-027 from Business Park Mixed-Use (BPX) to Light Industrial (LI). Potential impacts to traffic and air quality have been examined through the preparation of a Final Environmental Impact Report. Subject to approval of the Final Environmental Impact Report, the proposed Zone Change is consistent with and does not conflict with the

goals, objective, policies or programs of the General Plan. Buildings able to accommodate support commercial services are provided within close proximity to the site at the intersection of Frederick Street and Alessandro Boulevard.

2. Health, Safety and Welfare – The proposed amendment will not adversely affect the public health, safety or general welfare.

   FACT: The proposed Zone Change will not adversely affect the public health, safety or general welfare. A Final EIR has been prepared to address the potential environmental impacts of the Zone Change in accordance with the provisions of the California Environmental Quality Act (CEQA). Subject to approval of the Final EIR, the proposed Zone Change will not have a significant affect on public health or be materially injurious to surrounding properties or the environment as a whole.

3. Conformance with the Zoning Regulations – The proposed pre-zoning is consistent with the purposes and intent of Title 9 of the City of Moreno Valley Municipal Code.

   FACT: The applicant has met the City's Municipal Code and other regulations to change the zone. As proposed, the zone change from BPX to LI for the 7.6 acre project site is consistent with the purposes and intent of Title 9.

SECTION 3 AMENDMENT OF THE OFFICIAL ZONING ATLAS:

3.1 The City of Moreno Valley Official Zoning Atlas, as adopted by Ordinance No. 359, on April 14, 1992, of the City of Moreno Valley, and as amended thereafter from time to time by the City Council of the City of Moreno Valley, is further amended by placing in effect the zone or zone classification as shown on the attached map (marked "Exhibit A" and included herein by reference and on file in the office of the City Clerk).

SECTION 4 EFFECT OF ENACTMENT:

4.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5 NOTICE OF ADOPTION:

5.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6 EFFECTIVE DATE:

6.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 8th day of January, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00187127

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halsted, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 857 had its first reading on December 11, 2012 and had its second reading on January 8, 2013, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 8th day of January, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

EXHIBIT A

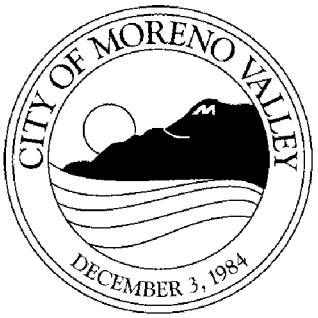

ZONE CHANGE

Application No. PA12-0022
Ordinance No. ___

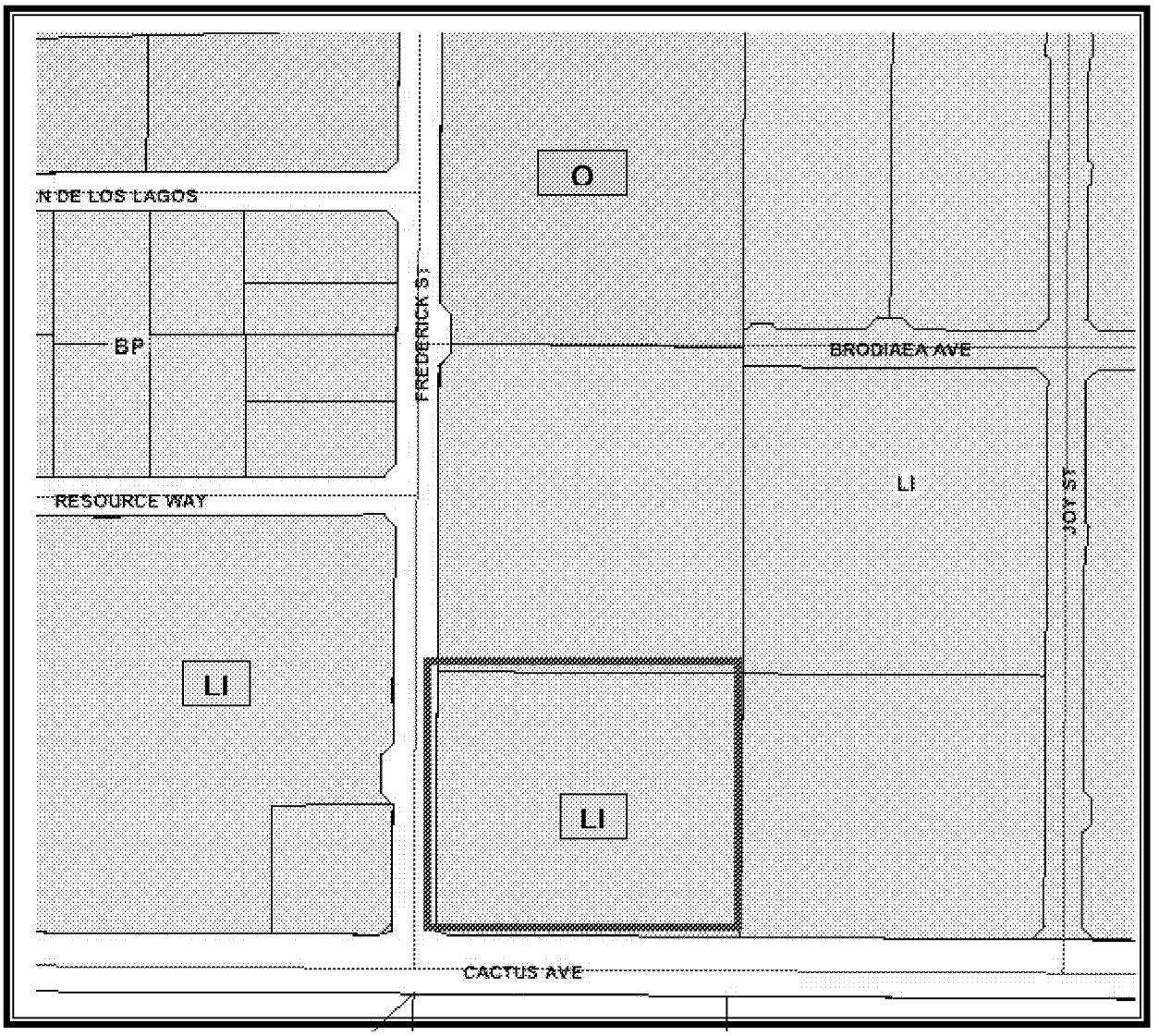

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ADOPTED: January 8, 2013

EFFECTIVE: February 8, 2013

RESOLUTION NO. 2012-107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, FOR APPROVAL OF PLOT PLAN PA12-0019 FOR A 164,720 SF WAREHOUSE OR AN ENCLOSED TRUCK STORAGE YARD, PLOT PLAN PA12-0020 FOR A 507,720 SF ADDITION TO AN EXISTING 779,016 SF WAREHOUSE FOR A TOTAL OF 1,286,736 SF, AND PLOT PLAN PA12-0021 FOR A 607,920 SF WAREHOUSE FOR THE RPT CENTERPOINTE WEST PROJECT.

Section 1:

WHEREAS, the applicant, Ridge Moreno Valley, LLC, has filed an application the approval of PA12-0019, for a 164,720 square foot warehouse or an enclosed truck storage yard on 7.6 acres, as described in the title of this Resolution; and

WHEREAS, on December 11, 2012, the City Council held a public hearing to consider the project; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, there is hereby imposed on the subject development project certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances; and

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that this project is subject to certain fees, dedications, reservations and other exactions as provided herein.

NOW, THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this City Council during the above-referenced meeting on December 11, 2012, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The General Plan encourages a mix of industrial uses to provide a diversified economic base and ample employment opportunities. Stated policies require the avoidance of adverse impacts on surrounding properties and the screening of industrial uses to reduce glare, noise, dust, vibrations and unsightly views. The project as designed and conditioned would achieve the objectives of the City of Moreno Valley's General Plan. The proposed project is consistent with the General Plan and do not conflict with the goals, objectives, policies, and programs established within the Plan. Buildings able to accommodate support commercial services are provided within close proximity to the site at the intersection of Frederick Street and Alessandro Boulevard.

2. Conformance with Zoning Regulations – The proposed use complies with all applicable zoning and other regulations.

   FACT: The project site is currently zoned BPX. The project proposes a Zone Change to LI to allow for a building larger than 50,000 square feet. Subject to approval of the related Zone Change application (PA12-0022) the proposed use will comply with all applicable zoning other regulations. The project is designed in accordance with the provisions of Chapter 9.05 Industrial Districts of the City's Municipal Code.

3. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

   FACT: The proposed 164,720 square foot warehouse or the enclosed truck storage yard as designed and conditioned will not adversely affect the public health, safety or general welfare. A Final EIR has been prepared to address the potential environmental impacts of the project in accordance with the provisions of the California Environmental Quality Act (CEQA).

4. Location, Design and Operation – The location, design and operation of the proposed project will be compatible with existing and planned land uses in the vicinity.

FACT: The project is located at the northeast corner of Frederick Street and Cactus Avenue, northerly of the March Air Reserve Base (MARB), and approximately one mile easterly of Interstate 215 (I-215). Land uses to the north include administrative facilities of the Riverside County Waste Management Department with City Hall offices for the Bureau of Land Management and Social Security to the northwest. Land uses to the west include a warehouse of approximately 522,000 square feet which is under construction, a vacant retail building, and a mix of business park, office and retail uses. Land uses to the east include existing from Frederick Street to Heacock Street include warehouse facilities of 500,000 square feet or greater in building area. East of Heacock Street are single-family tract homes. Further to the north, to the north of Alessandro Boulevard, existing uses include commercial and residential uses. Southerly of the Project site, across Cactus Avenue, is the March Air Reserve Base (MARB). MARB properties located opposite the Project site are currently undeveloped and are designated for "Business Park" uses under the MARB General Plan.

The proposed warehouse distribution building or truck storage yard are not permitted uses in the BPX zone. The project requires a Zone Change to LI. As designed and conditioned and subject to approval of the above mentioned Zone Change, this plot plan is compatible with existing and proposed land uses in the vicinity.

Section 2:

WHEREAS, the applicant, Ridge Moreno Valley, LLC, has filed an application for the approval of PA12-0020, a Plot Plan for a 507,720 square foot addition to an existing 770,016 square foot warehouse for a total of 1,286,736 square feet, as described in the title of this Resolution; and

WHEREAS, on December 11, 2012, the City Council of the City of Moreno Valley held a public hearing to consider the subject applications and the environmental documentation prepared for the project; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, there is hereby imposed on the subject development project certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances; and

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that this project is subject to certain fees, dedications, reservations and other exactions as provided herein.

NOW, THEREFORE, BE IT RESOLVED, it is hereby found, determined and resolved by the City Council of the City of Moreno Valley as follows:

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this City Council during the above-referenced meeting on December 11, 2012, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The General Plan encourages a mix of industrial uses to provide a diversified economic base and ample employment opportunities. Stated policies require the avoidance of adverse impacts on surrounding properties and the screening of industrial uses to reduce glare, noise, dust, vibrations and unsightly views. The project as designed and conditioned would achieve the objectives of the City of Moreno Valley's General Plan. The proposed project is consistent with the General Plan and do not conflict with the goals, objectives, policies, and programs established within the Plan. Buildings able to accommodate support commercial services are provided within close proximity to the site at the intersection of Frederick Street and Alessandro Boulevard.

2. Conformance with Zoning Regulations – The proposed use complies with all applicable zoning and other regulations.

   FACT: The project site is current zoned LI. The plot plan as designed and conditioned will comply with all applicable zoning other regulations. The project is designed in accordance with the provisions of Chapter 9.05 Industrial Districts of the City's Municipal Code.

3. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

FACT: The proposed a 507,720 square foot addition to the existing warehouse as designed and conditioned will not adversely affect the public health, safety or general welfare. A Final EIR has been prepared to address the potential environmental impacts of the project in accordance with the provisions of the California Environmental Quality Act (CEQA).

4. Location, Design and Operation – The location, design and operation of the proposed project will be compatible with existing and planned land uses in the vicinity.

   FACT: The project is located at the northeast corner of Frederick Street and Cactus Avenue, northerly of the March Air Reserve Base (MARB), and approximately one mile easterly of Interstate 215 (I-215). Land uses to the north include administrative facilities of the Riverside County Waste Management Department with City Hall offices for the Bureau of Land Management and Social Security to the northwest. Land uses to the west include a warehouse of approximately 522,000 square feet which is under construction, a vacant retail building, and a mix of business park, office and retail uses. Land uses to the east include existing from Frederick Street to Heacock Street include warehouse facilities of 500,000 square feet or greater in building area. East of Heacock Street are single-family tract homes. Further to the north, to the north of Alessandro Boulevard, existing uses include commercial and residential uses. Southerly of the Project site, across Cactus Avenue, is the March Air Reserve Base (MARB). MARB properties located opposite the Project site are currently undeveloped and are designated for "Business Park" uses under the MARB General Plan.

   The proposed warehouse distribution building or truck storage yard are not permitted uses in the BPX zone. The project requires a Zone Change to LI. As designed and conditioned and subject to approval of the above mentioned Zone Change, this plot plan is compatible with existing and proposed land uses in the vicinity.

Section 3:

WHEREAS, the applicant, Ridge Moreno Valley, LLC, has filed an application for the approval of PA12-0021, a Plot Plan for a Plot Plan for a 607,920 square foot warehouse, as described in the title of this Resolution; and

WHEREAS, on December 11, 2012, the City Council of the City of Moreno Valley held a public hearing to consider the subject applications and the environmental documentation prepared for the project; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, there is hereby imposed on the subject development project certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances; and

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that this project is subject to certain fees, dedications, reservations and other exactions as provided herein.

NOW, THEREFORE, BE IT RESOLVED, it is hereby found, determined and resolved by the City Council of the City of Moreno Valley as follows:

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this City Council during the above-referenced meeting on December 11, 2012, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The General Plan encourages a mix of industrial uses to provide a diversified economic base and ample employment opportunities. Stated policies require the avoidance of adverse impacts on surrounding properties and the screening of industrial uses to reduce glare, noise, dust, vibrations and unsightly views. The project as designed and conditioned would achieve the objectives of the City of Moreno Valley's General Plan. The proposed project is consistent with the General Plan and do not conflict with the goals, objectives, policies, and programs established within the Plan. Buildings able to accommodate support commercial services are provided within close proximity to the site at the intersection of Frederick Street and Alessandro Boulevard.

2. Conformance with Zoning Regulations – The proposed use complies with all applicable zoning and other regulations.

   FACT: The project site is current zoned LI. The plot plan as designed and conditioned will comply with all applicable zoning other regulations. The project is designed in accordance with the provisions of Chapter 9.05 Industrial Districts of the City's Municipal Code.

3. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

   FACT: The proposed a 607,920 square foot warehouse as designed and conditioned will not adversely affect the public health, safety or general welfare. A Final EIR has been prepared to address the potential environmental impacts of the project in accordance with the provisions of the California Environmental Quality Act (CEQA).

4. Location, Design and Operation – The location, design and operation of the proposed project will be compatible with existing and planned land uses in the vicinity.

   FACT: The project is located at the northeast corner of Frederick Street and Cactus Avenue, northerly of the March Air Reserve Base (MARB), and approximately one mile easterly of Interstate 215 (I-215). Land uses to the north include administrative facilities of the Riverside County Waste Management Department with City Hall offices for the Bureau of Land Management and Social Security to the northwest. Land uses to the west include a warehouse of approximately 522,000 square feet which is under construction, a vacant retail building, and a mix of business park, office and retail uses. Land uses to the east include existing from Frederick Street to Heacock Street include warehouse facilities of 500,000 square feet or greater in building area. East of Heacock Street are single-family tract homes. Further to the north, to the north of Alessandro Boulevard, existing uses include commercial and residential uses. Southerly of the Project site, across Cactus Avenue, is the March Air Reserve Base (MARB). MARB properties located opposite the Project site are currently undeveloped and are designated for "Business Park" uses under the MARB General Plan.

The proposed warehouse distribution building or truck storage yard are not permitted uses in the BPX zone. The project requires a Zone Change to LI. As designed and conditioned and subject to approval of the above mentioned Zone Change, this plot plan is compatible with existing and proposed land uses in the vicinity.

Section 4:

A. FEES, DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

1. FEES

Impact, mitigation and other fees are due and payable under currently applicable ordinances and resolutions. These fees may include but are not limited to: Development Impact Fee, Transportation Uniform Mitigation Fee (TUMF), Multi-species Habitat Conservation Plan (MSHCP) Mitigation Fee, Stephens Kangaroo Habitat Conservation fee, Underground Utilities in lieu Fee, Area Drainage Plan fee, Bridge and Thoroughfare Mitigation fee (Future) and Traffic Signal Mitigation fee. The final amount of fees payable is dependent upon information provided by the applicant and will be determined at the time the fees become due and payable.

Unless otherwise provided for by this resolution, all impact fees shall be calculated and collected at the time and in the manner provided in Chapter 3.32 of the City of Moreno Valley Municipal Code or as so provided in the applicable ordinances and resolutions. The City expressly reserves the right to amend the fees and the fee calculations consistent with applicable law.

2. DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

The adopted Conditions of Approval for PA12-0019, PA12-0020 and PA12-0021, incorporated herein by reference, may include dedications, reservations, and exactions pursuant to Government Code Section 66020 (d) (1).

3. CITY RIGHT TO MODIFY/ADJUST; PROTEST LIMITATIONS

The City expressly reserves the right to establish, modify or adjust any fee, dedication, reservation or other exaction to the extent permitted and as authorized by law.

Pursuant to Government Code Section 66020(d)(1), NOTICE IS FURTHER GIVEN that the 90 day period to protest the imposition of any impact fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this resolution and any such protest must be in a manner that complies with Section 66020(a) and failure to timely follow this procedure will bar any subsequent legal action to attack, review, set aside, void or annul imposition.

The right to protest the fees, dedications, reservations, or other exactions does not apply to planning, zoning, grading, or other similar application processing fees or service fees in connection with this project and it does not apply to any fees, dedication, reservations, or other exactions of which a notice has been given similar to this, nor does it revive challenges to any fees for which the Statute of Limitations has previously expired.

BE IT FURTHER RESOLVED that the City Council HEREBY APPROVES Resolution No. 2012-_____

APPROVING Plot Plan PA12-0019, Plot Plan PA12-0020, and Plot Plan PA12-0021), subject to the attached conditions of approval included as Exhibits A, B and C.

APPROVED AND ADOPTED this 11th day of December, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00187138

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-107 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of December, 2012 by the following vote:

AYES:

NOES: None

ABSENT: None

ABSTAIN: None

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

EXHIBIT A

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL FOR
PLOT PLAN PA12-0019 FOR A WAREHOUSE DISTRIBUTION BUILDING
OR A TRUCK STORAGE YARD
ASSESSOR'S PARCEL NUMBER: 297-170-027

APPROVAL DATE:
EXPIRATION DATE:

_X_ Planning (P), including Building (B), School District (S), Post Office (PO)
_X_ Fire Prevention Bureau (F)
_X_ Land Development (LD)
_X_ Public Works – Special Districts (SD)
_X_ Public Works – Transportation Engineering (TE)
_X_ Public Works – Moreno Valley Utilities (MVU)
___ Parks & Community Services (PCS)
_X_ Police (PD)

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Planning Division

P1. Approval of Plot Plan PA12-0019 is subject to certification of an Environmental Impact Report (P12-057) and approval of a Zone Change (PA12-0022) from Business Park Mixed-Use (BPX) to Light Industrial (LI) by the City of Moreno Valley.

P2. Plot Plan PA12-0019 has been approved for development of two alternatives. Alternative 1 is a truck storage yard for 294 truck/trailers to be screened by 14 foot tall perimeter walls. Alternative 2 is a 164,720 square foot warehouse distribution building to be built on a 7.6 acre site within Assessor's Parcel Number 297-170-027. This project includes 17 dock doors and a maximum of 10,000 square feet of office. Required parking for this use equates to a total of 99 employee/visitor parking spaces and 17 truck/trailer parking spaces.

P3. A mitigation monitoring fee, as provided by City ordinance, shall be paid by the applicant within 30 days of project approval. No City permit or approval shall be issued until such fee is paid. (CEQA)

Timing Mechanisms for Conditions (see abbreviation at beginning of affected condition):

R - Map Recordation	GP - Grading Permits	CO - Certificate of Occupancy or building final
WP - Water Improvement Plans	BP - Building Permits	P - Any permit

Governing Document (see abbreviation at the end of the affected condition):

GP - General Plan	MC - Municipal Code	CEQA - California Environmental Quality Act
Ord - Ordinance	DG - Design Guidelines	Ldscp - Landscape Development Guidelines and Specs
Res - Resolution	UFC - Uniform Fire Code	UBC - Uniform Building Code
	SBM - Subdivision Map Act	

P4. Bicycle racks shall be provided at a minimum of five (5) percent of the required vehicular parking and shall be located near the designated office area(s).

P5. The gates into truck loading and parking areas that are within view of a public street shall be of solid metal construction or wrought iron with mesh to screen the interior of the loading area.

P6. This project shall comply with South Coast Air Quality Management District (SCAQMD) rules related to dust generation (Rule 403) and the use of architectural coatings (Rule 1113).

P7. The design of all swales and basins that are visible from the public right-of-way shall be integrated with the surrounding landscape areas.

P8. Screening walls of decorative block or concrete tilt-up construction and 14 feet in height shall be provided to fully screen the truck loading and parking area for from view from along the southern, western, northern, and eastern property lines.

P9. Enhanced landscape shall be provided in the planter areas near each driveway and near the office portions of the facilities.

P10. Except for the installation of a bus bay, pedestrian connection and a driveway, existing parkway landscaping along Frederick Street and at the northeast corner of Frederick Street and Cactus Avenue shall be protected in place.

All existing parkway landscaping that is removed shall be replaced with similar landscaping on-site at the back of the bus bay. Existing trees shall be relocated or replaced at a three to one ratio with 24-inch box trees.

P12. All loudspeakers, bells, gongs, buzzers or other noise attention devices installed on the project site shall be designed to ensure that the noise level at all property lines will be at or below 55 dBA for consistency with the Municipal Code.

P13. Loading or unloading activities shall be conducted from the truck bays or designated loading areas only. (MC 9.10.140, CEQA)

P14. No outdoor storage is permitted on the project site, except for truck and trailer storage in designated areas within the screened truck courts.

P15. This approval shall expire three years after the approval date of this project unless used or extended as provided for by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever. Use means the beginning of substantial construction contemplated by this approval within the

three-year period, which is thereafter pursued to completion, or the beginning of substantial utilization contemplated by this approval. (MC 9.02.230)

P16. PA12-0019 shall be developed in accordance with the approved plans on file in the Community & Economic Development Department - Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the City Planning Official. (MC 9.14.020)

P17. The developer, or the developer's successor-in-interest, shall be responsible for maintaining any undeveloped portion of the project site in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)

P18. A drought tolerant, low water using landscape palette shall be utilized throughout the project.

P19. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)

P20. Any signs indicated on the submitted plans are not included with this approval. Any signs proposed for this development shall be designed in conformance with the sign provisions of the Municipal Code or approved sign program, if applicable, and shall require separate application and approval by the Community & Economic Development Department - Planning Division. (MC 9.12.020)

Prior to Issuance of Grading Permits

P21. (GP) All site plans, grading plans, landscape and irrigation plans, fence/wall plans, lighting plans and street improvement plans shall be coordinated for consistency with this approval.

P22. (GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community & Economic Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

If human remains are discovered, work in the affected area shall cease immediately and the County Coroner shall be notified. If it is determined that the remains are potentially Native American, the California Native American Heritage Commission and any and all affected Native American Indians tribes such as the Morongo Band of Mission Indians or the Pechanga Band of Luiseno Indians shall be notified and appropriate measures provided by State law shall be implemented. (GP Objective 23.3, DG, CEQA).

P23. (GP) Prior to the issuance of grading permits, final erosion control landscape and irrigation plans for all cut or fill slopes over 3 feet in height shall be submitted to the Planning Division for review and approval for the phase in process. The plans shall be designed in accordance with the slope erosion plan as required by the City Engineer for that phase. Man-made slopes greater than 10 feet in height shall be "land formed" to conform to the natural terrain and shall be landscaped and stabilized to minimize visual scarring. (GP Objective 1.5, MC 9.08.080, DG)

P24. (GP) Prior to approval of any grading permit, the developer shall submit for review and approval of a tree plan to the Planning Division. The plan shall identify all mature trees (4 inch trunk diameter or larger) on the subject property, City right-of-way or Caltrans right-of-way. Using the grading plan as a base, the plan shall indicate trees to be relocated, retained, and removed. Replacement trees shall be: shown on the plan; be a minimum size of 24 inch box; and meet a ratio of three replacement trees for each mature tree removed or as approved by the Community Development Director. (GP Objective 4.4, 4.5, DG)

P25. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephens' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)

P26. (GP) Prior to approval of any grading permits, plans for any security gate system shall be submitted to the Community Development Department - Planning Division for review and approval.

P27. (GP) If a median is required, then prior to approval of any grading permits, final median enhancement/landscape/irrigation plans shall be submitted to the Community Development Department - Planning Division and Public Works Department – Special Districts for review and approval by each division. Timing of installation shall be determined by PW- Special Districts. (GP - Circulation Master Plan)

P28. (GP) Prior to issuance of any grading permits, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein.

P29. (GP) Prior to the issuance of grading permits, the grading plan shall show decorative treatment for all driveway ingress/egress locations of the project. Accessible pedestrian pathways interior to the site cannot be painted. If

delineation is necessary, then an alternative material is required.

P30. (GP) Prior to the issuance of a grading permit, all required planter areas, curbs, including twelve-inch concrete step outs, and required parking space striping shall be shown on the precise grading plan.

P31. (GP) Prior to the issuance of grading permits, the following burrowing owl survey requirements shall be incorporated into the grading plans in accordance with the Riverside County Multi-species Habitat Conservation Plan: Within 30 days of and prior to disturbance, a burrowing owl focused survey shall be conducted by a qualified biologist using accepted protocols. The survey shall be submitted to the Planning Division for review and approval.

P32. (GP) Prior to issuance of grading permits, landscape plans (trees, shrubs and groundcover) for basins maintained by a POA or other private entity shall be submitted to the Planning Division for review and approval for the sides and/or slopes. A hydroseed mix with irrigation is acceptable for the bottom of all the basin areas. All detention basins shall include trees, shrubs and groundcover up to the concreted portion of the basin. A solid decorative wall with pilasters, tubular steel fence with pilasters or other fence or wall approved by the Community Development Director is required to secure all water quality and detention basins more than 18 inches in depth.

P33. (GP) Prior to issuance of grading permits, the developer shall submit wall/fence plans to the Planning Division for review and approval as follows:

A. A 3 foot high decorative wall, hedge or berm shall be placed in setback areas adjacent to a parking lot.
B. Any proposed retaining walls shall be decorative in nature.
C. A 14 foot tall solid wall of decorative block with pilasters and a cap or concrete tilt-up construction shall be provided to screen the trucks, parked trailers and the loading areas and loading docks shall be built along the southern, western, northern and eastern property lines.

<u>Prior to Issuance of Building Permits</u>

P34. (BP) Prior to issuance of building permits, the Community & Economic Development Department - Planning Division shall review and approve the location and method of enclosure or screening of transformer cabinets, commercial gas meters and back flow preventers as shown on the final working drawings. Location and screening shall comply with the following criteria: transformer cabinets and commercial gas meters shall not be located within required setbacks and shall be screened from public view either by architectural treatment or with landscaping; multiple electrical meters shall be fully enclosed and incorporated into the overall architectural design of the building(s); back-flow preventers shall be screened by landscaping that will provide complete screening upon maturity. (GP Objective 43.30, DG)

P35. (BP) Prior to issuance of building permits, screening details shall be addressed on plans for roof top equipment and trash enclosures submitted for Community & Economic Development Department - Planning Division review and approval. All equipment shall be completely screened so as not to be visible from public view, and the screening shall be an integral part of the building. For trash enclosures, landscaping shall be included on at least three sides. The trash enclosure, including any roofing, shall be compatible with the architecture for the building(s). (GP Objective 43.6, DG)

P36. (BP) Prior to issuance of building permits, two copies of a detailed, on-site, computer generated, point-by-point comparison lighting plan, including exterior building, parking lot, and landscaping lighting, shall be submitted to the Community & Economic Development Department - Planning Division for review and approval. The lighting plan shall be generated on the plot plan and shall be integrated with the final landscape plan. The plan shall indicate the manufacturer's specifications for light fixtures used and shall include style, illumination, location, height and method of shielding. The lighting shall be designed in such a manner so that it does not exceed 0.5 foot candles illumination beyond at the property line. The lighting level for all parking lots or structures shall be a minimum coverage of one foot-candle of light with a maximum of eight foot-candles. After the third plan check review for lighting plans, an additional plan check fee will apply. (MC 9.08.100, DG)

P37. (BP) Prior to issuance of building permits or as permitted by current City policy, the developer or developer's successor-in-interest shall pay all applicable impact fees, including but not limited to Transportation Uniform Mitigation fees (TUMF), Multi-species Habitat Conservation Plan (MSHCP) mitigation fees, and the City's adopted Development Impact Fees. (Ord)

P38. (BP) Prior to issuance of building permits, final landscaping and irrigation plans shall be submitted to the Community & Economic Development Department - Planning Division for review. All landscape plans shall be approved prior to the release of any building permits for the site. After the third plan check review for landscape plans, an additional plan check fee shall apply. The plans shall be prepared in accordance with the City's Landscape Standards and Specifications and shall include:

A. A landscape berm, hedge or a maximum 3 foot decorative wall is required adjacent to parking areas along public rights-of-way.
B. All finger and end planters shall be included at an interval of one per 12 parking stalls, be a minimum 5' x 16', and include additional 12" concrete step-outs and 6" curbing. (MC9.08.230, City's Landscape Standards)
C. All diamond planters shall be included at an interval of one per 3 parking stalls.
D. Drought tolerant landscape shall be provided. Sod shall be limited to public

gathering areas only and not be included along the perimeter of the project site.

E. On site trees shall be planted at an equivalent of one (1) tree per thirty (30) linear feet of building dimension. Trees may be massed for pleasing aesthetic effects.

F. **Enhanced landscaping shall be included at all driveway and corner locations and along the sites Cactus Avenue frontage,**

G. All site perimeter and parking lot landscape and irrigation shall be installed prior to the release of certificate of any occupancy permits for the site or pad in question.

H. The review of all utility boxes, transformers etc. shall be coordinated to provide adequate screening from public view. (Landscape Guidelines)

I. **Street trees planted at 40 feet on center spacing shall be provided along the site's Frederick Street and Cactus Avenue frontages.**

J. **Along property boundaries visible from the public view and accessible to the general public, trees shall be planted at a rate of one tree per 30 linear feet of the interior property line. Tree clusters may satisfy this requirement.**

K. **The design of all swales and basins that are visible from the public right-of-way shall be integrated with the surrounding landscape areas.**

L. **Existing parkway removed for the bus bay along Frederick Street shall be replaced on-site at the back of the bus bay.**

P39. (BP) Prior to the issuance of building permits, all fences and walls required or proposed on site, shall be approved by the Community & Economic Development Director. (MC 9.08.070)

P40. (BP) Prior to the issuance of building permits, downspouts will be interior to the building, or if exterior, integrated into the architecture of the building to include compatible colors and materials to the satisfaction of the Community & Economic Development Director.

P41. (BP) Prior to the issuance of building permits the building site plan shall include decorative concrete or pavers for all driveway ingress/egress locations for the project.

P42. (BP) Prior to issuance of any building permits, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein. (CEQA)

<u>Prior to Issuance of Certificate of Occupancy or Building Final</u>

P43. (CO) Prior to issuance of any Certificates of Occupancy or building final, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein. (CEQA) (Advisory)

P44. (CO) Prior to the issuance of Certificates of Occupancy or building final, all required and proposed fences and walls shall be constructed according to the approved plans on file in the Community & Economic Development Department – Planning Division. (MC 9.080.070).

P45. (CO) Prior to issuance of Certificate of Occupancy or building final, installed landscaping and irrigation shall be reviewed by the Community & Economic Development Department - Planning Division. The landscaping shall be installed in accordance with the City's Landscape Standards and the approved landscape plans.

P46. (CO) All rooftop equipment shall be appropriately screened and not visible from the public rights of way.

P47. (CO) Prior to issuance of a certificate of occupancy or building final, the project shall install a photovoltaic array (solar panels) or other source of renewable energy generation on-site, or otherwise acquire energy from the local utility that has been generated by renewable resources, to meet the project's office electricity needs.

<u>MITIGATION MEASURES</u>

Traffic and Circulation

P48. **4.2.1** Elsworth Street and Cactus Avenue Improvements:
Prior to issuance of the first Certificate of Occupancy, the Project Applicant shall construct the following improvement.
• Remove the existing southbound crosswalk (i.e., the crosswalk on the western leg of the intersection) to provide additional "green time" to other approaches. This removal shall be accomplished in a manner consistent with applicable regulations, including but not limited to Chapter 3B of the 2012 California Manual on Uniform Traffic Control Devices (MUTCD), and Section 21950.5 of the California Vehicle Code. The existing crosswalks on the north, east and south legs of the intersection shall be maintained.

P49. **4.2.2** I-215 Southbound Ramps at Cactus Avenue Improvement:
• Construct a second westbound through lane.
This improvement will be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of I-215 Southbound Ramps at Cactus Avenue.

P50. **4.2.3** I-215 Northbound Ramps at Cactus Avenue Improvements:
• Construct a second northbound left-turn lane;

• Re-stripe the existing eastbound shared through/right-turn lane as the third through lane;
• Construct a dedicated eastbound right-turn lane;
• Construct a third westbound through lane; and
• Construct a dedicated westbound right-turn lane.
These improvements will be funded through participating in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of I-215 Northbound Ramps at Cactus Avenue.

P51. **4.2.4** Elsworth Street at Cactus Avenue Improvement:
• Construct a third eastbound through lane.
This improvement will be funded through participation in the TUMF and/or DIF program(s). The Project will pay required fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Elsworth Street at Cactus Avenue.

P52. **4.2.5** Frederick Street at Cactus Avenue Improvements:
• Construct a third eastbound through lane; and
• Construct a third westbound through lane.
These improvements will be funded through participating in the TUMF and/or DIF program(s). The Project will pay required fees,
thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Frederick Street at Cactus Avenue.

P53. **4.2.6** Graham Street at Cactus Avenue Improvements:
• Remove the existing southbound crosswalk (i.e., crosswalk on the west leg) to provide additional green time to other approaches; and
• Construct a third eastbound through lane.
These improvements will be funded through participating in the TUMF and/or DIF program(s). The Project will pay required fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Graham Street at Cactus Avenue.

Air Quality

P54. **4.3.1** Pursuant to SCAQMD Rule 403 requirements:
• All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.
• The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.

• The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are limited to 15 miles per hour or less.

P55. **4.3.2** A sign shall be posted on-site stating that construction workers shall not idle diesel engines in excess of five minutes.

P56. **4.3.3** During grading activities, total horsepower-hours per day for all equipment shall not exceed 13,568 horsepower-hours per day and the maximum disturbance (actively graded) area shall not exceed four acres per day.

P57. **4.3.4** Only "Zero-Volatile Organic Compounds" paints (no more than 150 gram/liter of VOC) and/or High Pressure Low Volume (HPLV) applications consistent with South Coast Air Quality Management District Rule 1113 shall be used.

P58. **4.3.5** The Project truck access gates and loading docks site shall be posted with signs which state:
• Truck drivers shall turn off engines when not in use;
• Diesel delivery trucks servicing the Project shall not idle for more than three minutes; and
• Telephone numbers of the building facilities manager and the CARB to report violations.

P59. **4.3.6** The Project's final site design shall allow for trucks to check-in within the facility area to prevent queuing of trucks outside the facility.

P60. **4.3.7** The building roof shall be designed and constructed to accommodate solar panels.

P61. **4.3.8** Prior to issuance of the first Certificate of Occupancy, the Project shall install a photovoltaic array (solar panels) or other source of renewable energy generation onsite, or otherwise acquire energy from the local utility that has been generated by renewable resources, to meet the Project's office electrical needs.

P62. **4.3.9** The Project shall provide secure, weather-protected on-site bicycle storage/parking. Bicycle storage parking/quantity and location shall be consistent with City of Moreno Valley requirements. The Project shall provide pedestrian and bicycle connections to surrounding areas, consistent with provisions of the City of Moreno Valley General Plan. Location and configurations of proposed pedestrian and bicycle connections are subject to review and approval by the City. Prior to Final Site Plan approval, pedestrian and bicycle connections shall be indicated on the Project Site Plan. The Project shall provide onsite showers (one for males and one for females). Lockers for employees shall be provided.

Noise

P63. **4.4.1** During all Project site construction, the construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. The construction contractor shall place all stationary construction equipment so that emitted noise is directed away from the noise sensitive receptors nearest the project site.

P64. **4.4.2** The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise sensitive receptors nearest the project site during all Project construction.

P65. **4.4.3** The construction contractor shall limit haul truck deliveries to weekdays between the hours of 7:00 a.m. and 8:00 p.m., or the same hours specified for construction equipment. Haul routes that utilize only City-designated truck routes shall be identified on construction plans. The Project construction manager shall be responsible for ensuring that all contractors operate in compliance with construction plan specifications.

P66. **4.4.4** All trucks, tractors, and forklifts shall be operated with proper operating and well maintained mufflers.

P67. **4.4.5** Maintain quality pavement conditions that are free of bumps to minimize truck noise.

P68. **4.4.6** The truck access gates and loading docks within the truck court on the project site shall be posted with signs which state:
- Truck drivers shall turn off engines when not in use;
- Diesel trucks servicing the Project shall not idle for more than five minutes; and
- Post telephone numbers of the building facilities manager to report violations.

Biological Resources

P69. **BR-1** If possible, all vegetation removal activities shall be scheduled from August 1 to February 1, which is outside the general avian nesting season. This would ensure that no active nests would be disturbed and that removal could proceed rapidly. If vegetation is to be cleared during the nesting season (February 15 – July 31), all suitable habitat will be thoroughly surveyed within 72 hours prior to clearing for the presence of nesting birds by a qualified Project biologist. The Project biologist shall be retained by the Applicant and vetted by the City. The survey results shall be submitted by the Project Applicant to the City Planning Department. If any active nests are detected, the area shall be flagged and mapped on the construction plans along with a minimum 300-foot buffer and up to 500 feet for raptors, with the final buffer distance to be determined by the qualified biologist. The buffer area shall be avoided until the nesting cycle is complete or it is determined that the nest has failed. In addition, the biologist will be present on the

site to monitor the vegetation removal to ensure that any nests, which were not detected during the initial survey, are not disturbed.

P70. **BR-2** Within 30 days prior to site clearing activities, a pre-construction burrowing owl survey shall be conducted to document the presence/absence of any occupied owl burrows. Any owls present shall be passively or actively relocated following CDFG approved protocols, and with CDFG permission, prior to commencement of clearing. The survey shall be submitted to the City Planning Department prior to issuance of a grading permit.

P71. **BR-3** Prior to the issuance of a grading permit, the Project Applicant shall be responsible for ensuring that a biological resources survey is conducted for the Project site during nesting season (February 15 to July 31) by a qualified biologist, consistent with the policies of the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP). This survey will specifically address the identification of potential burrowing owl (Athena cunicularia) habitat, and the protection of species associated with riparian/riverine areas and vernal pools. The results of this biological survey shall be submitted to the City for review. If the City finds that the Project, in its final design, would involve areas of burrowing owl occupation, and/or areas of riparian or riverine resources, the following requirements would apply:
• If the site contains, or is part of an area supporting less than 35 acres of suitable burrowing owl habitat, or the survey reveals that the site and the surrounding area supports fewer than three pairs of burrowing owls, then the on-site burrowing owls will be passively or actively relocated following accepted protocols.
• If the site (including adjacent areas) supports three or more pairs of burrowing owls, supports greater than 35 acres of suitable habitat and is non-contiguous with MSHCP Conservation Area lands, at least 90 percent of the area with long-term conservation value and burrowing owl pairs will be conserved onsite.
• If the 90 percent threshold cannot be met, the City of Moreno Valley, as a permittee of the MSHCP, must make a Determination of Biologically Equivalent or Superior Preservation.
• If riparian/riverine resources are present onsite and cannot be avoided, a Determination of Biologically Equivalent or Superior Preservation will be required.

Building and Safety Division

B1. The above project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as all other city ordinances. All new projects shall provide a soils report. Plans shall be submitted to the Building Department as a separate submittal.

Prior to final inspection, all plans will be placed on a CD Rom for reference and verification. Plans will include "as built" plans, revisions and changes. The CD will also include Title 24 energy calculations, structural calculations and all other pertinent information. It will be the responsibility of the developer and or the building or property owner(s) to bear all costs required for this process. The CD will be

presented to the Building Department for review prior to final inspection and building occupancy. The CD will become the property of the Moreno Valley Building Department at that time. In addition, a site plan showing the path of travel from public right of way and building to building access with elevations will be required.

B2. (BP) Prior to the issuance of a building permit, the applicant shall submit a properly completed "Waste Management Plan" (WMP), as required, to the Compliance Official (Building Official) as a portion of the building or demolition permit process.

SCHOOL DISTRICT

S1. (BP) Prior to issuance of building permits, the developer shall provide to the Community Development Director a written certification by the affected school district that either: (1) the project has complied with the fee or other exaction levied on the project by the governing board of the district, pursuant to Government Code Section 65996; or (2) the fee or other requirement does not apply to the project.

UNITED STATES POSTAL SERVICE

PO1. (BP) Prior to the issuance of building permits, the developer shall contact the U.S. Postal Service to determine the appropriate type and location of mailboxes.

FIRE PREVENTION BUREAU

1. **Fire lanes shall be a minimum of 30'wide for this structure.**
2. **A reciprocal access agreement shall be required if any of the driveways are to be shared with the adjacent properties.**
3. **If the alternate plan to use this project as truck parking is used, then the gates shall have a minimum 60' setback from the streets.**
4. **The following Standard Conditions shall apply.**

With respect to the conditions of approval, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.

F2. The Fire Prevention Bureau is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering __4000__ GPM for _4_ hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 507.3, Appendix B) . **The 50% reduction in fire flow was granted for the use of fire sprinklers throughout the facility. The reduction shall only apply to fire flow, hydrant spacing shall be per the fire flow requirements listed in CFC Appendix B and C.**

F3. Industrial, Commercial, Multi-family, Apartment, Condominium, Townhouse or Mobile Home Parks. A combination of on-site and off-site super enhanced fire hydrants (6" x 4" x 4" x 2 ½") shall not be closer than 40 feet and more than 150 feet from any portion of the building as measured along approved emergency vehicular travel ways. The required fire flow shall be available from any adjacent fire hydrant(s) in the system. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, super or enhanced fire hydrants as determined by the fire code official shall be provided at spacing not to exceed 500 feet of frontage for transportation hazards. (CFC 507.5.7 & MVMC 8.36.060 Section K)

F4. Maximum cul-de-sac or dead end road length shall not exceed 660 feet. The Fire Chief, based on City street standards, shall determine minimum turning radius for fire apparatus based upon fire apparatus manufacture specifications. (CFC 503.2)

F5. During phased construction, dead end roadways and streets which have not been completed shall have a turn-around capable of accommodating 4fire apparatus. (CFC 503.2 and 503.2.5)

F6. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)

F7. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)

F8. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less than thirty (30) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches. (CFC 503.2.1 and MVMC 8.36.060[E])

F9. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.060[G])

F10. If construction is phased, each phase shall provide an approved emergency vehicular access way for fire protection prior to any building construction. (CFC 501.4)

F11. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3)

F12. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5)

F13. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)

F14. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Fire Prevention Bureau for review. Plans shall:

a) Be signed by a registered civil engineer or a certified fire protection engineer;
b) Contain a Fire Prevention Bureau approval signature block; and

c) Conform to hydrant type, location, spacing of new and existing hydrants and minimum fire flow required as determined by the Fire Prevention Bureau.

After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.

Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 507.5)

F15. Prior to issuance of Certificate of Occupancy or Building Final, "Blue Reflective Markers" shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 509.1)

F16. Prior to issuance of Certificate of Occupancy or Building Final, all commercial buildings shall display street numbers in a prominent location on the street side and rear access locations. The numerals shall be a minimum of twelve (12) inches in height for buildings and six (6) inches in height for suite identification on a contrasting background. Unobstructed lighting of the address(s) shall be by means approved by the Fire Prevention Bureau and Police Department. In multiple suite centers (strip malls), businesses shall post the name of the business on the rear door(s). (CFC 505.1)

F17. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9)

F18. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire alarm system monitored by an approved Underwriters Laboratory listed central station based on a requirement for monitoring the sprinkler system, occupancy or use. Fire alarm panel shall be accessible from exterior of building in an approved location. Plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9 and MVMC 8.36.100)

F19. Prior to issuance of a Certificate of Occupancy or Building Final, a "Knox Box Rapid Entry System" shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Chief. All exterior security emergency access gates shall be electronically operated and be provided with Knox key switches for access by emergency personnel. (CFC 506.1)

F20. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall be responsible for obtaining underground and/or above ground tank permits for the storage of combustible liquids, flammable liquids, or any other hazardous materials from both the County of Riverside Community Health Agency Department of Environmental Health and the Fire Prevention Bureau. (CFC 105)

F21. Prior to issuance of Certificate of Occupancy, approval shall be required from the County of Riverside Community Health Agency (Department of Environmental Health) and Moreno Valley Fire Prevention Bureau to maintain, store, use, handle materials, or conduct processes which produce conditions hazardous to life or property, and to install equipment used in connection with such activities. (CFC 105)

F22. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.

F23. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503 and MVMC 8.36.060)

F24. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.060)

F25. Prior to construction, "private" driveways over 150 feet in length shall have a turn-around as determined by the Fire Prevention Bureau capable of accommodating fire apparatus. Driveway grades shall not exceed 12 percent. (CFC 503 and MVMC 8.36.060)

F26. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.

F27. A permit is required to maintain, store, use or handle materials, or to conduct processes which produce conditions hazardous to life or property, or to install equipment used in connection with such activities. Such permits shall not be

construed as authority to violate, cancel or set aside any of the provisions of this code. Such permit shall not take the place of any license required by law. Applications for permits shall be made to the Fire Prevention Bureau in such form and detail as prescribed by the Bureau. Applications for permits shall be accompanied by such plans as required by the Bureau. Permits shall be kept on the premises designated therein at all times and shall be posted in a conspicuous location on the premises or shall be kept on the premises in a location designated by the Fire Chief. Permits shall be subject to inspection at all times by an officer of the fire department or other persons authorized by the Fire Chief in accordance with CFC 105 and MVMC 8.36.100.

F28. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14 & CBC Chapter 33)

F29. Prior to issuance of Certificate of Occupancy, permits are required to store, dispense, use or handle hazardous material. Each application for a permit shall include a hazardous materials management plan (HMMP). The location of the HMMP shall be posted adjacent to (other) permits when an HMMP is provided. The HMMP shall include a facility site plan designating the following:

a) Storage and use areas;
b) Maximum amount of each material stored or used in each area;
c) Range of container sizes;
d) Locations of emergency isolation and mitigation valves and devises;
e) Product conveying piping containing liquids or gases, other than utility-owned fuel gas lines and low-pressure fuel gas lines;
f) On and off positions of valves for valves which are of the self-indicating type;
g) Storage plan showing the intended storage arrangement, including the location and dimensions of aisles. The plans shall be legible and approximately to scale. Separate distribution systems are allowed to be shown on separate pages; and
h) Site plan showing all adjacent/neighboring structures and use.

NOTE: Each application for a permit shall include a hazardous materials inventory statement (HMIS).

F30. Before a Hazardous Materials permit is issued, the Fire Chief shall inspect and approve the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used. In instances where laws or regulations are enforceable by departments other than the Fire Prevention Bureau, joint approval shall be obtained from all departments concerned. (CFC Chapter 27)

F31. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 105)

F32. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 105)

F33. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 105)

F34. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.8)

F35. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Chapter 1)

F36. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)

F37. Prior to Certificate of Occupancy all locations where medians are constructed and prohibit vehicular ingress/egress into or away from the site, provisions must be made to construct a median-crossover at all locations determined by the Fire Marshal and the City Engineer. Prior to the construction, design plans will be submitted for review and approval by the City Engineer and all applicable inspections conducted by Land Development Division.

F38. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.

COMMUNITY & ECONOMIC DEVELOPMENT – LAND DEVELOPMENT DIVISION

The following are the Community & Economic Development Department – Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Community & Economic Development Department – Land Development Division.

General Conditions

LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City's Municipal Code. (MC)

LD2. (G) If the project does not involve the subdivision of land and it is necessary to dedicate right-of-way/easements, the developer shall make the appropriate offer of dedication by separate instrument. The City Engineer may require the construction of necessary utilities, streets or other improvements beyond the project boundary, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public.

LD3. (G) It is understood that the plot plan correctly shows all existing easements, traveled ways, and drainage courses, and that their omission may require the plans associated with this application to be resubmitted for further consideration. (MC 9.14.040)

LD4. (G) If improvements associated with this project are not initiated within two years of the date of approval of the Public Improvement Agreement, the City Engineer may require that the improvement cost estimate associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the Public Improvement Agreement or issuance of a permit.

LD5. (G) The developer shall monitor, supervise and control all construction and construction supportive activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:

(a) Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.

(b) Observance of working hours as stipulated on permits issued by the Public Works Department.

(c) The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.

(d) All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements shall be adhered to during the grading operations.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

LD6. (G) The developer shall protect downstream properties from damage caused by alteration of drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities, including, but not limited to, modifying existing facilities or by securing a drainage easement. (MC 9.14.110)

LD7. (G) A detailed drainage study shall be submitted to the City Engineer for review and approval at the time of any improvement or grading plan submittal. The study shall be prepared by a registered civil engineer and shall include existing and proposed hydrologic conditions. Hydraulic calculations are required for all drainage control devices and storm drain lines. (MC 9.14.110). Prior to approval of the related improvement or grading plans, the developer shall submit the approved drainage study, on compact disk, in (.pdf) digital format to the Land Development Division of the Community and Economic Development Department.

LD8. (G) The final conditions of approval issued by the Planning Division subsequent to Planning Commission approval shall be photographically or electronically placed on mylar sheets and included in the Grading and Street Improvement plan sets on twenty-four (24) inch by thirty-six (36) inch mylar and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field during grading and construction.

<u>Prior to Grading Plan Approval or Grading Permit</u>

LD9. (GPA) Prior to approval of the grading plans, plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD10. (GPA) Prior to approval of grading plans, the developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:

a. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the City Engineer, lot lines shall be located at the top of slopes.

b. Any grading that creates cut or fill slopes adjacent to the street shall provide erosion control, sight distance control, and slope easements as approved by the City Engineer.

c. A grading permit shall be obtained from the Community and Economic Development Department Land Development Division prior to commencement of any grading outside of the City maintained road right-of-way.

d. All improvement plans are substantially complete and appropriate clearance and at-risk letters are provided to the City. (MC 9.14.030)

e. The developer shall submit a soils and geologic report to the Community and Economic Development Department – Land Development Division. The report shall address the soil's stability and geological conditions of the site.

LD11. (GPA) Prior to grading plan approval, the developer shall select and implement treatment control best management practices (BMPs) that are medium to highly effective for treating Pollutants of Concern (POC) for the project. Projects where National Pollution Discharge Elimination System (NPDES) mandates water quality treatment control best management practices (BMPs) shall be designed per the City of Moreno Valley guidelines or as approved by the City Engineer.

LD12. (GPA) Prior to approval of the grading plans for projects that will result in discharges of storm water associated with construction with a soil disturbance of one or more acres of land, the developer shall submit a Notice of Intent (NOI) and obtain a Waste Discharger's Identification number (WDID#) from the State Water Quality Control Board (SWQCB). The WDID# shall be noted on the grading plans prior to issuance of the first grading permit.

LD13. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall submit two (2) copies of the final project-specific Water Quality Management Plan (WQMP) for review by the City Engineer that:

a. Addresses Site Design Best Management Practices (BMPs) such as minimizing impervious areas, maximizing permeability, minimizes directly connected impervious areas to the City's street and storm drain systems, and conserves natural areas;

b. Incorporates Source Control BMPs and provides a detailed description of their implementation;

c. Incorporates Treatment Control BMPs and provides information regarding design considerations;

d. Describes the long-term operation and maintenance requirements for BMPs requiring maintenance; and

e. Describes the mechanism for funding the long-term operation and maintenance of the BMPs.

A copy of the final WQMP template can be obtained on the City's Website or by contacting the Land Development Division of the Community and Economic Development Department. **The F-WQMP shall be consistent with the approved P-WQMP and in full conformance with the document; "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006, errata corrected 1-22-09, or current guidance document.**

LD14. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall record a "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," to provide public notice of the requirement to implement the approved final project-specific WQMP and the maintenance requirements associated with the WQMP.

A boilerplate copy of the "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," can be obtained by contacting the Land Development Division of the Community and Economic Development Department.

LD15. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall secure approval of the final project-specific WQMP from the City Engineer. The final project-specific WQMP shall be submitted at the same time of grading plan submittal. The approved final WQMP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format prior to grading plan approval.

LD16. (GPA) Prior to the grading plan approval, or issuance of a building permit as determined by the City Engineer, the approved final project-specific WQMP shall be incorporated by reference or attached to the project's Storm Water Pollution Prevention Plan as the Post-Construction Management Plan.

LD17. (GPA) Prior to grading plan approval, the developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the state's Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at the project site and be available for review upon request. The SWPPP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format.

LD18. (GPA) Prior to the approval of the grading plans, the developer shall pay applicable remaining grading plan check fees.

LD19. (GPA/MA) Prior to grading plan approval, resolution of all drainage issues shall be as approved by the City Engineer.

LD20. (GP) Prior to issuance of a grading permit, or building permit when a grading permit is not required, for projects that require a project-specific Water Quality Management Plan (WQMP), a project-specific final WQMP (F-WQMP) shall be approved. Upon approval, a WQMP Identification Number is issued by the Storm Water Management Section and shall be noted on the rough grading plans as confirmation that a project-specific F-WQMP approval has been obtained.

LD21. (GP) Prior to the issuance of a grading permit the developer shall submit recorded slope easements from adjacent landowners in all areas where grading resulting in slopes is proposed to take place outside of the project boundaries. For all other offsite grading, written permission from adjacent property owners shall be submitted.

LD22. (GP) Prior to issuance of a grading permit, if the fee has not already been paid prior to map approval or prior to issuance of a building permit if a grading permit is not required, the developer shall pay Area Drainage Plan (ADP) fees. The developer shall provide a receipt to the City showing that ADP fees have been paid to Riverside County Flood Control and Water Conservation District. (MC 9.14.100)

LD23. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the completion of the grading required as a condition of approval of the project.

LD24. (GP) Prior to issuance of a grading permit, the developer shall pay the applicable grading inspection fees.

<u>Prior to Improvement Plan Approval or Construction Permit</u>

LD25. (CP) Prior to issuance of a construction permit, the permit shall list any restrictions on trench repair pavement cuts to reflect the City's moratorium on disturbing newly-constructed pavement less than three years old and recently slurry sealed streets less than one year old. Pavement cuts for trench repairs may be allowed for emergency repairs or as specifically approved in writing by the City Engineer.

LD26. (CP) Prior to issuance of a construction permit, the permit shall require the developer to bring any existing access ramps adjacent to and fronting the project to current ADA (Americans with Disabilities Act) requirements. However, when work is required in an intersection that involves or impacts existing access ramps, those

access ramps in that intersection shall be retrofitted to comply with current ADA requirements, unless approved otherwise by the City Engineer.

LD27. (CP) Prior to issuance of a construction permit, the project shall be designed to accept and properly convey all off-site drainage flowing onto or through the site. All storm drain design and improvements shall be subject to review and approval of the City Engineer. In the event that the City Engineer permits the use of streets for drainage purposes, the provisions of the Development Code will apply. Should the quantities exceed the street capacity or the use of streets be prohibited for drainage purposes, as in the case where one travel lane in each direction shall not be used for drainage conveyance for emergency vehicle access on streets classified as minor arterials and greater, the developer shall provide adequate facilities as approved by the Community and Economic Development Department – Land Development Division. (MC 9.14.110)

LD28. (CP) All work performed within the City right-of-way requires a construction permit. As determined by the City Engineer, security shall be required for work within the right-of-way. Security shall be in the form of a cash deposit or other approved means. The City Engineer shall require the execution of a public improvement agreement as a condition of the issuance of the construction permit. All inspection fees shall be paid prior to issuance of construction permit. (MC 9.14.100)

LD29. (CP) Prior to issuance of construction permits, the developer shall pay all applicable inspection fees.

<u>Prior to Building Permit</u>

LD30. (BP) Prior to issuance of building permits for non-subdivision projects, all street dedications shall be irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer. All dedications shall be free of all encumbrances as approved by the City Engineer.

LD31. (BP) Prior to issuance of building permits for non-subdivisions, security may be required to be submitted as a guarantee of the completion of the improvements required as a condition of approval of the project. A public improvement agreement may be required to be executed.

LD32. (BP) Prior to issuance of a building permit, all pads shall meet pad elevations per approved plans as noted by the setting of "Blue-top" markers installed by a registered land surveyor or licensed engineer.

<u>Prior to Certificate of Occupancy</u>

LD33. (CO) Prior to issuance of the last certificate of occupancy or building final, the developer shall pay all outstanding fees.

LD34. (CO) Prior to issuance of a certificate of occupancy, this project is subject to requirements under the current permit for storm water activities required as part of the National Pollutant Discharge Elimination System **(NPDES)** as mandated by the Federal Clean Water Act. In compliance with Proposition 218, the developer shall agree to approve the City of Moreno Valley NPDES Regulatory Rate Schedule that is in place at the time of certificate of occupancy issuance. Following are the requirements:

a. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required continuous operation, maintenance, monitoring system evaluations and enhancements, remediation and/or replacement, all in accordance with Resolution No. 2002-46.

   i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process; or
   ii. Establish an endowment to cover future City costs as specified in the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule.

b. Notify the Special Districts Division of the intent to request building permits 90 days prior to their issuance and the financial option selected. The financial option selected shall be in place prior to the issuance of certificate of occupancy. (California Government Code & Municipal Code)

LD35. (CO) The City of Moreno Valley has an adopted Development Impact Fee (DIF) nexus study. All projects unless otherwise exempted shall be subject to the payment of the DIF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD36. (CO) The City of Moreno Valley has an adopted area wide Transportation Uniform Mitigation Fee (TUMF). All projects unless otherwise exempted shall be subject to the payment of the TUMF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD37. (CO) Prior to issuance of a certificate of occupancy or building final, the developer shall construct all public improvements in conformance with applicable City standards, except as noted in the Special Conditions, including but not limited to the following applicable improvements:

a. Street improvements including, but not limited to: drive approaches, bus turn out, pedestrian ramps, signing, striping, relocation of existing improvements required to accommodate project public improvements, and replacement of existing public improvements that are damaged during construction or that are substandard.

b. Storm drain facilities including connection to existing public storm drain to catch basins, local depressions, and storm drain laterals.

c. Sewer and water systems including, but not limited to: sanitary sewer, potable water and recycled water.

LD38. (CO) Prior to issuance of a certificate of occupancy or building final, all existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Moreno Valley ordinances. (MC 9.14.130)

LD39. (CO) Prior to issuance of a certificate of occupancy or building final for any Commercial/Industrial facility, whichever occurs first, the owner may have to secure coverage under the State's General Industrial Activities Storm Water Permit as issued by the State Water Resources Control Board.

LD40. (CO) Prior to issuance of a certificate of occupancy or building final, the applicant shall ensure the following, pursuant to Section XII. I. of the 2010 NPDES Permit:

a. Field verification that structural Site Design, Source Control and Treatment Control BMPs are designed, constructed and functional in accordance with the approved Final Water Quality Management Plan (WQMP)

b. Certification of best management practices (BMPs) from a state licensed civil engineer. An original WQMP BMP Certification shall be submitted to the City for review and approval.

<u>Prior to Acceptance of Streets into the City Maintained Road System</u>

LD41. (AOS) Aggregate slurry, as defined in Section 203-5 of Standard Specifications for Public Works Construction, may be required just prior to the end of the one-year warranty period of the public streets at the discretion of the City Engineer. If slurry is required, the developer/contractor must provide a slurry mix design submittal for City Engineer approval. The latex additive shall be Ultra Pave 70 (for anionic – per project geotechnical report) or Ultra Pave 65 K (for cationic – per project geotechnical report) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2½) parts to one-hundred (100) parts of emulsion by volume. Any existing striping shall be removed prior to slurry application and replaced per City standards.

SPECIAL CONDITIONS

LD42. This project will require submittal of both rough grading and precise grading plans for review and approval. All on-site and off-site easements shall be shown on the grading plan.

LD43. Prior to rough grading plan approval, written permission must be obtained from off-site property owner(s) for any off-site grading.

LD44. Prior to rough and precise grading plan approval, the grading plans shall clearly demonstrate that drainage is properly collected and conveyed. The plans shall show all necessary on-site and off-site drainage improvements to properly collect and convey drainage entering, within and leaving the project. This may include, but not be limited to on-site and perimeter drainage improvements to properly convey drainage within and along the project site, and downstream off-site improvements. The developer shall connect the proposed private storm drain system to the existing public drainage system in Cactus Avenue. A storm drain manhole shall be placed at the right-of-way to designate the beginning of the publicly maintained portion of this storm drain.

LD45. The developer will be required to obtain the necessary permission for offsite construction, including easements.

LD46. Prior to precise grading plan approval, the following legal descriptions and plats shall be submitted to the City for review and approval:

a. Reciprocal access easement for the shared use driveway proposed on Cactus Avenue between APN 297-170-027 and APN 297-170-076. Alternatively, a separate recorded copy of a reciprocal access agreement between these parcels shall be submitted to the City for review and approval.

b. Pedestrian access easement (sidewalk easement) for the existing curb-separated sidewalk along Cactus Avenue along project frontage.

c. Corner cut off additional right-of-way per City Standard No. 208 for any additional right-of-way that may be required at the northeast corner of Cactus Avenue and Frederick Street.

d. Additional landscape easement at the northeast corner of Cactus Avenue and Frederick Street to cover all landscaping surrounding the corner monument.

e. Additional right-of-way at proposed driveway entrances per City Standard No. 118C.

f. Additional right-of-way or public access easement required for a bus turn out on Frederick Street per City Standard No. 121.

LD47. Prior to precise grading plan approval, the grading plans shall show any proposed trash enclosure as dual bin; one bin for trash and one bin for recyclables. The trash enclosure shall be per City Standard Plan 627.

LD48. Prior to precise grading plan approval, the grading plans shall clearly show that the parking lot conforms to City standards. The parking lot shall be 5% maximum, 1% minimum, 2% maximum at or near any disabled parking stall and travel way. Ramps, curb openings and travel paths shall all conform to current ADA standards as outlined in Department of Justice's "ADA Standards for Accessible Design", Excerpt from 28 CFR Part 36. (www.usdoj.gov) and as approved by the City's Building and Safety Division.

LD49. Prior to precise grading plan approval, the plans shall show roof drains directed to a landscaped area rather than being routed directly to the parking lot. Alternatively, roof drain flows can be directed to private storm drains which will connect to the treatment control best management practice.

LD50. Prior to building permit issuance, the Developer shall guarantee the construction of the following improvements by entering into a public improvement agreement and posting security, as required by the City Engineer. The improvements shall be completed prior to occupancy or as otherwise determined by the City Engineer.

a. Driveway approaches on Cactus Avenue and Frederick Street shall be constructed per City Standard No. 118C. No decorative pavers shall be placed within the public right-of-way. The precise grading plan shall show an additional 4-foot right-of-way dedication behind driveway approaches. A legal description and plat for the 4-foot right-of-way dedication shall be submitted to the City for review and approval prior to precise grading plan approval. The approved 4-foot additional right-of-way dedication shall be recorded prior to building permit issuance.

b. Bus turn out on Frederick Street shall be constructed per City Standard No. 121. The precise grading plan shall show either additional right-of-way or public access easement beyond existing right-of-way to accommodate the construction of the bus turn out. A legal description and plat for the additional right-of-way dedication or public access easement shall be submitted to the City for review and approval prior to

precise grading plan approval. The approved additional right-of-way dedication or public access easement shall be recorded prior to building permit issuance.

c. Pedestrian access ramp at the northeast corner of Cactus Avenue and Frederick Street shall be constructed per City Standard No. 214A. The precise grading plan shall show any additional corner cut-off right-of-way required per City Standard No. 208. A legal description and plat for the additional right-of-way dedication shall be submitted to the City for review and approval prior to precise grading plan approval. The approved additional right-of-way dedication shall be recorded prior to building permit issuance.

d. Pavement core samples of existing pavement on Frederick Street and Cactus Avenue (half street width along project frontage) may be taken and findings submitted to the City for review and consideration of pavement improvements. The City will determine the adequacy of the existing pavement structural section. If the existing pavement structural section is found to be adequate, the developer may still be required to perform a one-tenth inch grind and overlay or slurry seal depending on the severity of existing pavement cracking, as required by the City Engineer. If the existing pavement section is found to be inadequate, the Developer shall replace the pavement (half street width along project frontage) to meet or exceed the City's pavement structural section standard.

e. Drainage improvements associated with the connection of onsite, private storm drain to existing public catch basin in Cactus Avenue and any ancillary public improvements or modifications resulting from the connection to catch basins, local depressions, and storm drain laterals.

f. Relocation, repair, and reconstruction of existing public improvements along project frontage resulting from displacement due to proposed project public improvements, existing public improvements that are damaged during construction, and substandard or obsolete City standard public improvements. The applicant shall schedule a walk through with a Public Works Inspector to inspect existing improvements within public right-of-way along project frontage. The applicant will be required to install, replace and/or repair any missing, damaged or substandard improvements including handicap access ramps that do not meet current City standards, any signing and re-striping, as necessary, and relocation of power poles, street lights, utility boxes, and meters and removal of fire hydrant that conflict with the proposed bus turn out or project driveways. The applicant shall

post security to cover the cost of the repairs and complete the repairs within the time allowed in the public improvement agreement used to secure the improvements.

LD51. With the initial submittal of the Final Water Quality Management Plan (WQMP), testing results must be submitted for City standard percolation testing within the footprint of the infiltration BMP location. These results must show that utilization of infiltration is consistent with permeability of the site's soils and accepted design guidelines.

LD52. The Final WQMP, shall contain design details of the proposed underground storage system showing that, in combination with appropriate CDS units (with oil and grease absorbent media), the BMP treatment train is treating the water quality volume for its proposed location and that no un-protected flow will reach the underground facility under any flow scenario.

LD53. In the Final WQMP, the proposed treatment control underground system shall be shown to scale on the WQMP Exhibit, and its design volume shall be calculated based on the current Guidance document worksheets or RCFC&WCD's *Design Handbook for Low Impact Development Best Management Practices*, dated September 2011 or later.

LD54. The Applicant shall select and implement treatment control BMPs that are medium to highly effective for treating Pollutants of Concern (POC) for the project. POC include project pollutants associated with a 303(d) listing or a TMDL for receiving waters. Project POC include nutrients, oxygen demanding substances, and pathogens (bacteria and viruses). Exhibit C of the document, "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006, errata corrected 1-22-09, shall be consulted for determining the effectiveness of proposed treatment BMPs.

LD55. Overall, the proposed treatment control concept is accepted as the conceptual treatment control BMP for the proposed site. The Applicant <u>has proposed to incorporate a treatment train of a CDS unit and underground infiltration systems.</u> Final design details and appropriate filter calculations for the basins must be provided in the first submittal of the F-WQMP. The size of the treatment control BMPs are to be determined using the procedures set forth in Exhibit C of the Riverside County Guidance Document. The Applicant acknowledges that more area than currently shown on the plans may be required to treat site runoff as required by the WQMP guidance.

LD56. The Applicant shall substantiate the applicable Hydrologic Condition of Concern (HCOC) (WQMP Section IV) in the F-WQMP. The HCOC designates

that the project will comply with Condition A; therefore, the condition must be addressed in the F-WQMP.

LD57. The Applicant shall, prior to building or grading permit closeout or the issuance of a certificate of occupancy, demonstrate:

a. That all structural BMPs have been constructed and installed in conformance with the approved plans and specifications

b. That all structural BMPs described in the F-WQMP have been implemented in accordance with approved plans and specifications

c. That the applicant is prepared to implement all non-structural BMPs included in the F-WQMP, conditions of approval, and grading permit conditions

d. That an adequate number of copies of the approved F-WQMP are available for the future owners/occupants of the project.

PUBLIC WORKS DEPARTMENT – SPECIAL DISTRICTS DIVISION

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Special Districts' Conditions of Approval for project **PA12-0019**; this project shall be completed at no cost to any Government Agency. All questions regarding Special Districts' Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Special Districts Division of the Public Works Department 951.413.3480 or by emailing specialdistricts@moval.org.

General Conditions

SD-1 The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks & Community Services), C (Arterial Street Lighting), and E (Extensive Parkway Landscape Maintenance). All assessable parcels therein shall be subject to annual Zone A, Zone C, and Zone E charges for operations and capital improvements.

SD-2 Plans for parkway, median, slope, and/or open space landscape areas designated on the tentative map or in these Conditions of Approval for incorporation into Moreno Valley Community Services District **Zone E,** shall be prepared and submitted in accordance with the *City of Moreno Valley Public Works Department Landscape Design Guidelines*. Contact the Special Districts Division of the Public Works Department to obtain copies of this document.

SD-3 In the event the Moreno Valley Community Services District determines that funds authorized by Proposition 218 mail ballot proceeding are insufficient to meet the costs for parkway, slope, and/or open space maintenance and utility charges (**Zone E**), the District shall have the right, at its option, to terminate the grant of any or all parkway, slope, and/or open space maintenance easements. This power of termination, should it be exercised, shall be exercised in the manner provided by law to quit claim and abandon the property so conveyed to the District, and to revert to the developer or the developer's successors in interest, all rights, title, and interest in said parkway, slope, and/or open space areas, including but not limited to responsibility for perpetual maintenance of said areas.

SD-4 The developer, or the developer's successors or assignees shall be responsible for all parkway and/ or median landscape maintenance for a period of one (1) year as per the *City of Moreno Valley Public Works*

Department Landscape Design Guidelines, or until such time as the District accepts maintenance responsibilities.

SD-5 Any damage to existing landscape areas maintained by the Moreno Valley Community Services District due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the Moreno Valley Community Services District.

SD-6 The ongoing maintenance of any landscaping required to be installed behind the curb on Cactus Ave. shall be the responsibility of the property owner.

SD-7 Modification of the existing irrigation system for parkway improvements may be required per the direction of and approval by the Special Districts Division. Please contact Special Districts at 951.413.3480 to coordinate the modifications.

SD-8 Plan check fees for review of parkway/median landscape plans for improvements that shall be maintained by the Moreno Valley Community Services District are due upon the first plan submittal. (MC 3.32.040)

SD-9 Inspection fees for the monitoring of landscape installation associated with Moreno Valley Community Services District maintained parkways/medians are due prior to the required pre-construction meeting. (MC 3.32.040)

SD-10 Streetlight Authorization forms, for all streetlights that are conditioned to be installed as part of this project, must be submitted to the Special Districts Division for approval, prior to streetlight installation. The Streetlight Authorization form can be obtained from the utility company providing electric service to the project, either Moreno Valley Utility or Southern California Edison.

SD-11 The existing landscaping at the northeast corner of Frederick St. and Cactus Ave., including the palm trees, pepper trees, landscape lighting and wall, shall be preserved in place.

SD-12 The removal of existing trees with a four-inch or greater trunk diameters (calipers), shall be replaced at a three to one ratio, with minimum twenty-four (24) inch box size trees of the same species, or a minimum thirty-six (36) inch box for a one to one replacement, where approved. (MC 9.17.030)

<u>Prior to Building Permit Issuance</u>

SD-13 (BP) This project has been identified to be included in the formation of a Community Facilities District (Mello-Roos) for **Public Safety** services, including but not limited to Police, Fire Protection, Paramedic Services, Park Rangers, and Animal Control services. The property owner(s) shall not

protest the formation; however, they retain the right to object to the rate and method of maximum special tax. In compliance with Proposition 218, the developer shall agree to approve the mail ballot proceeding (special election) for either formation of the CFD or annexation into an existing district that may already be established. The Developer must notify Special Districts of intent to request building permits 90 days prior to their issuance. (California Government Code)

SD-14 (BP) This project is conditioned to provide a funding source for the capital improvements and/or maintenance for the **Cactus Ave.** median landscape. In order for the Developer to meet the financial responsibility to maintain the defined service, one of the options as outlined below shall be selected. The Developer must notify Special Districts of intent to request building permits 90 days prior to their issuance and the financial option selected to fund the continued maintenance.

a. Participate in a ballot proceeding for **improved median maintenance** and pay all associated costs with the ballot process and formation costs, if any. Financing may be structured through a Community Services District zone, Community Facilities District, Landscape and Lighting Maintenance District, or other financing structure as determined by the city; or
b. Establish an endowment to cover the future maintenance costs of the landscaped area.

The financial option selected shall be in place prior to the issuance of certificate of occupancy.

SD-15 *Commercial* (BP) If Land Development, a Division of the Community and Economic Development Department, requires this project to supply a funding source necessary to provide, but not limited to, stormwater utilities services for the monitoring of on site facilities and performing annual inspections of the affected areas to ensure compliance with state mandated stormwater regulations, the developer must notify Special Districts 90 days prior to the City's issuance of a building permit and the financial option selected to fund the continued maintenance. (California Government Code)

SD-16 (BP) Prior to the issuance of the first building permit for this project, the developer shall pay Advanced Energy fees for all applicable Zone B (Residential Street Lighting) and/or Zone C (Arterial Street Lighting and Intersection Lighting) streetlights required for this development. Payment shall be made to the City of Moreno Valley, as collected by the Land Development Division, based upon the Advanced Energy fee rate in place at the time of payment, as set forth in the current Listing of City Fees, Charges and Rates, as adopted by City Council.

The developer shall provide a receipt to the Special Districts Division showing that the Advanced Energy fees have been paid in full for the number of streetlights to be accepted into the CSD Zone B and/or Zone C programs. Any change in the project which may increase the number of streetlights to be installed will require payment of additional Advanced Energy fees at the then current fee.

SD-17 (BP) Prior to release of building permit, the developer, or the developer's successors or assignees, shall record with the County Recorder's Office a **Covenant of Assessments** for each assessable parcel therein, whereby the developer covenants the existence of the Moreno Valley Community Services District, its established benefit zones, and that said parcel(s) is (are) liable for payment of annual benefit zone charges and the appropriate National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate schedule when due. A copy of the recorded Covenant of Assessments shall be submitted to the Special Districts Division. For a copy of the Covenant of Assessments form, please contact Special Districts, phone 951.413.3480.

SD-18 (BP) Final median, parkway, slope, and/or open space landscape/irrigation plans for those areas designated on the tentative map or in these Conditions of Approval for inclusion into Community Services District shall be reviewed and approved by the Community and Economic Development Department–Planning Division, and the Public Works Department–Special Districts and Transportation Divisions prior to the issuance of the first Building Permit.

<u>Prior to Certificate of Occupancy</u>

SD-19 (CO) All parkway and/or median landscaping specified in the tentative map or in these Conditions of Approval shall be constructed prior to the issuance of the Certificate of Occupancy/Building Final for this project.

SD-20 (CO) A 4" x 6" concrete mow curb shall be installed per City Standards behind the existing parkway and monument landscaping on Frederick St. and at the corner of Frederick St. and Cactus Ave. The mow curb shall delineate the maintenance areas of responsibility of the City and the property owner.

SD-21 (CO) Landscape and irrigation plans for parkway, median, slope, and/or open space landscape areas designated for incorporation into Moreno Valley Community Services District shall be placed on compact disk (CD) in pdf format. The CD shall include "As Built" plans, revisions, and changes. The CD will become the property of the City of Moreno Valley and the Moreno Valley Community Services District.

PUBLIC WORKS DEPARTMENT – TRANSPORTATION ENGINEERING DIVISION

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

Based on the information contained in our standard review process we recommend the following conditions of approval be placed on this project:

General Conditions

TE1. Cactus Avenue is classified as a Divided Major Arterial – Reduced Cross Section (120'RW/102'CC) per City Standard No. 102A. Any improvements to the roadway shall be per City standards. Traffic signal interconnect shall be installed along project frontage per City Standard Plan No. 421.

TE2. Graham Street is classified as a Minor Arterial (88' RW/64' CC) per City Standard Plan No. 105A. Any improvements to the roadway shall be per City standards. Traffic signal interconnect shall be installed along project frontage per City Standard Plan No. 421.

TE3. Frederick Street is classified as a Minor Arterial (88' RW/64' CC) per City Standard Plan No. 105A. Any improvements to the roadway shall be per City standards.

TE4. Brodiaea Avenue is classified as an Industrial Collector Street (78' RW/56' CC) per City Standard Plan No. 106. Any improvements to the roadway shall be per City standards.

TE5. Driveways shall conform to Section 9.11.080, and Table 9.11.080-14 of the City's Development Code – Design Guidelines and City of Moreno Valley Standard No. 118C for commercial driveway approach. Driveways wider than City standards (maximum of 40 feet) shall be constructed as an intersection with access ramps per City Standard 214A, including any necessary signing and markings, as determined by the City Traffic Engineer.

TE6. Each gated entrance shall be provided with the following:

a) A storage lane with a minimum of 75 feet queuing length for entering traffic. Driveway 4 located on Cactus Avenue (replacing existing Joy Street) shall be wide enough for two inbound lanes.
b) Signing and striping.

All of these features must be kept in working order.

TE7. Conditions of approval may be modified or added if a phasing plan is submitted for

this development.

Prior to Improvement Plan Approval or Construction Permit

TE8. Prior to final approval of the street improvement plans, a bus bay per City Standard Plan No. 121 shall be designed for northbound Frederick Street, just north of Cactus Avenue.

TE9. Prior to final approval of the street improvement plans, the intersection of Cactus Avenue at Elsworth Street shall be redesigned such that the crosswalk on the west leg of the intersection is removed. Required improvements may include but not be limited to reconstructing pedestrian access ramps, installation of new signing and striping, removal and installation of pedestrian signal heads, removal and installation of pedestrian push buttons, etc. A City Capital Project may receive funding for the construction of the third eastbound lane from the I-215 interchange to Veteran's Way providing needed capacity at the Cactus Avenue at Elsworth Street intersection. If this Capital Project is funded with construction scheduled to begin prior to the final certificate of occupancy, then the crosswalk modification may be reassessed at the discretion of the City Traffic Engineer and the condition may be waived.

TE10. Prior to the final approval of the street improvement plans, a signing and striping plan shall be prepared per City of Moreno Valley Standard Plans - Section 4 for all streets with a cross section of 66'/44' and wider.

TE11. Prior to issuance of a construction permit, construction traffic control plans prepared by a qualified, registered Civil or Traffic engineer may be required for plan approval or as required by the City Traffic Engineer.

TE12. Prior to final approval of the street improvement plans, the project plans shall demonstrate that sight distance at proposed streets and driveways conforms to City Standard Plan No. 125A, B, C.

Prior to Building Permit

TE13. (BP) Prior to the issuance of Building Permits, the project applicant shall make a fair-share payment to the City of Moreno Valley for the removal of the crosswalk located on the west leg of the Cactus Avenue at Graham Street intersection. The fair-share payment shall be based upon the findings in the project EIR and an engineer's estimate that will include but not be limited to pedestrian access ramp construction/reconstruction, modified signing and striping, removal and installation of pedestrian signal heads, removal and installation of pedestrian push buttons, etc.

TE14. (BP) Prior to the issuance of Building Permits, traffic signal plans (if required) shall be prepared by a registered civil or electrical engineer and submitted to the City for

the intersection identified in Condition TE15. The Traffic signal shall be modified prior to issuance of a Certificate of Occupancy, if necessary.

Prior to Certificate of Occupancy or Building Final

TE15. (CO) Prior to issuance of a certificate of occupancy, the traffic signal at Cactus Avenue and Driveway 4 (existing Joy Street) shall be modified as necessary and fully operational to the satisfaction of the City Traffic Engineer.

TE16. (CO) Prior to issuance of a certificate of occupancy, the improvements identified in conditions TE8 and TE9 shall be constructed per the approved plans.

Prior to Acceptance of Streets into the City-maintained Road System

TE17. Prior to acceptance of streets into the City-maintained road system, all approved signing and striping shall be installed per current City Standards and the approved plans.

PUBLIC WORKS DEPARTMENT – MORENO VALLEY UTILITY

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Moreno Valley Utility's Conditions of Approval for project(s) PA12-0019 thru -0022; this project shall be completed at no cost to any Government Agency. All questions regarding Moreno Valley Utility's Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from Moreno Valley Utility (the Electric Utility Division) of the Public Works Department 951.413.3500. The applicant is fully responsible for communicating with Moreno Valley Utility staff regarding their conditions.

Prior to Energizing MVU Electric Utility System and Certificate of Occupancy

MVU1. (R) For single family subdivisions, a three foot easement along each side yard property line shall be shown on the final map and offered for dedication to the City of Moreno Valley for public utility purposes, unless otherwise approved by the City Engineer. If the project is a multi-family development, townhome, condominium, apartment, commercial or industrial project, and it requires the installation of electric distribution facilities within common areas, a non-exclusive easement shall be provided to Moreno Valley Utility to include all such common areas. All easements shall include the rights of ingress and egress for the purpose of operation, maintenance, facility repair, and meter reading.

MVU2. (BP) **City of Moreno Valley Municipal Utility Service – Electrical Distribution**: Prior to constructing the MVU Electric Utility System, the developer shall submit a detailed engineering plan showing design, location and schematics for the utility system to be approved by the City Engineer. In accordance with Government Code Section 66462, the Developer **shall** execute an agreement with the City providing for the installation, construction, improvement and dedication of the utility system following recordation of final map and concurrent with trenching operations and other subdivision improvements so long as said agreement incorporates the approved engineering plan and provides financial security to guarantee completion and dedication of the utility system.

The Developer **shall** coordinate and receive approval from the City Engineer to install, construct, improve, and dedicate to the City, or the City's designee, all utility infrastructure (including but not limited to conduit, equipment, vaults, ducts, wires, switches, conductors, transformers, resistors, amplifiers, and "bring-up" facilities including electrical capacity to serve the identified development and other adjoining/abutting/ or benefiting projects as determined by Moreno Valley Utility) – collectively referred to as "utility system" (to and through the development), along with any appurtenant real property easements, as

determined by the City Engineer to be necessary for the distribution and /or delivery of any and all "utility services" to each lot and unit within the Tentative Map. For purposes of this condition, "utility services" shall mean electric, cable television, telecommunication (including video, voice, and data) and other similar services designated by the City Engineer. "Utility services" shall not include sewer, water, and natural gas services, which are addressed by other conditions of approval. Properties within development may be subject to an electrical system capacity charge and that contribution will be collected prior to issuance of building permits.

The City, or the City's designee, shall utilize dedicated utility facilities to ensure safe, reliable, sustainable and cost effective delivery of utility services and maintain the integrity of streets and other public infrastructure. Developer shall, at developer's sole expense, install or cause the installation of such interconnection facilities as may be necessary to connect the electrical distribution infrastructure within the project to the Moreno Valley Utility owned and controlled electric distribution system. Alternatively, developer may cause the project to be included in or annexed to a community facilities district established or to be established by the City for the purpose of financing the installation of such interconnection and distribution facilities. The project shall be deemed to have been included in or annexed to such a community facilities district upon the expiration of the statute of limitations to any legal challenges to the levy of special taxes by such community facilities district within the property. The statute of limitations referred to above will expire 30 days after the date of the election by the qualified electors within the project to authorize the levy of special taxes and the issuance of bonds.

MVU3. This project may be subject to a Reimbursement Agreement. The project is responsible for a proportionate share of costs associated with electrical distribution infrastructure previously installed that directly benefits the project. The project may be subject to a system wide capacity charge in addition to the referenced reimbursement agreement. Payment(s) shall be required prior to issuance of building permit(s).

POLICE DEPARTMENT

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects

Standard Conditions

PD1. Prior to the start of any construction, temporary security fencing shall be erected. The fencing shall be a minimum of six (6) feet high with locking, gated access and shall remain through the duration of construction. Security fencing is required if there is: construction, unsecured structures, unenclosed storage of materials and/or equipment, and/or the condition of the site constitutes a public hazard as determined by the Public Works Department. If security fencing is required, it shall remain in place until the project is completed or the above conditions no longer exist. (MC 9.08.080)

PD2. (GP) Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the following:

a. The name (if applicable) and address of the development.

b. The developer's name, address, and a 24-hour emergency telephone number. (MC 9.08.080)

PD3. (CO) Prior to the issuance of a Certificate of Occupancy, an Emergency Contact Information Form for the project shall be completed at the permit counter of the Community & Economic Development Department - Building Division for routing to the Police Department. (MC 9.08.080)

EXHIBIT B

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL FOR
PLOT PLAN PA12-0020 FOR A WAREHOUSE DISTRIBUTION FACILTY
ASSESSOR'S PARCEL NUMBERS: 297-170-067, -075, and -076

APPROVAL DATE:
EXPIRATION DATE:

_X_ Planning (P), including Building (B), School District (S), Post Office (PO)
_X_ Fire Prevention Bureau (F)
_X_ Land Development (LD)
_X_ Public Works – Special Districts (SD)
_X_ Public Works – Transportation Engineering (TE)
_X_ Public Works – Moreno Valley Utilities (MVU)
___ Parks & Community Services (PCS)
_X_ Police (PD)

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Planning Division

P1. Approval of Plot Plan PA12-0020 is subject to certification of an Environmental Impact Report (P12-057).

P2. Plot Plan PA12-0020 has been approved for development of a 507,720 square foot addition to an existing 779,016 square foot warehouse distribution facility for a total of 1,286,736 square feet. This project will include 229 dock doors and a maximum of 11,690 square feet of office. Required parking for this use equates to a total of 384 employee/visitor parking spaces and 229 truck/trailer parking spaces.

P3. A mitigation monitoring fee, as provided by City ordinance, shall be paid by the applicant within 30 days of project approval. No City permit or approval shall be issued until such fee is paid. (CEQA)

P4. Bicycle racks shall be provided at a minimum of five (5) percent of the required vehicular parking and shall be located near the designated office area(s).

Timing Mechanisms for Conditions (see abbreviation at beginning of affected condition):

R - Map Recordation	GP - Grading Permits	CO - Certificate of Occupancy or building final
WP - Water Improvement Plans	BP - Building Permits	P - Any permit

Governing Document (see abbreviation at the end of the affected condition):

GP - General Plan	MC - Municipal Code	CEQA - California Environmental Quality Act
Ord - Ordinance	DG - Design Guidelines	Ldscp - Landscape Development Guidelines and Specs
Res - Resolution	UFC - Uniform Fire Code	UBC - Uniform Building Code
	SBM - Subdivision Map Act	

P5. The gates into truck loading and parking areas that are within view of a public street shall be of solid metal construction or wrought iron with mesh to screen the interior of the loading area.

P6. This project shall comply with South Coast Air Quality Management District (SCAQMD) rules related to dust generation (Rule 403) and the use of architectural coatings (Rule 1113).

P7. The design of all swales and basins that are visible from the public right-of-way shall be integrated with the surrounding landscape areas.

P8. Screening walls of decorative block or concrete tilt-up construction and 14 feet in height shall be provided to fully screen the truck loading and parking area for from view from along the southern, western, northern, and eastern property lines.

P9. Enhanced landscape shall be provided in the planter areas near each driveway and near the office portions of the facilities.

P10. All loudspeakers, bells, gongs, buzzers or other noise attention devices installed on the project site shall be designed to ensure that the noise level at all property lines will be at or below 55 dBA for consistency with the Municipal Code.

P11. Loading or unloading activities shall be conducted from the truck bays or designated loading areas only. (MC 9.10.140, CEQA)

P12. No outdoor storage is permitted on the project site, except for truck and trailer storage in designated areas within the screened truck courts.

P13. This approval shall expire three years after the approval date of this project unless used or extended as provided for by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever. Use means the beginning of substantial construction contemplated by this approval within the three-year period, which is thereafter pursued to completion, or the beginning of substantial utilization contemplated by this approval. (MC 9.02.230)

P14. PA12-0020 shall be developed in accordance with the approved plans on file in the Community & Economic Development Department - Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the City Planning Official. (MC 9.14.020)

P15. The developer, or the developer's successor-in-interest, shall be responsible for maintaining any undeveloped portion of the project site in a manner that provides

for the control of weeds, erosion and dust. (MC 9.02.030)

P16. A drought tolerant, low water using landscape palette shall be utilized throughout the project.

P17. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)

P18. Any signs indicated on the submitted plans are not included with this approval. Any signs proposed for this development shall be designed in conformance with the sign provisions of the Municipal Code or approved sign program, if applicable, and shall require separate application and approval by the Community & Economic Development Department - Planning Division. (MC 9.12.020)

Prior to Issuance of Grading Permits

P19. (GP) All site plans, grading plans, landscape and irrigation plans, fence/wall plans, lighting plans and street improvement plans shall be coordinated for consistency with this approval.

P20. (GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community & Economic Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

If human remains are discovered, work in the affected area shall cease immediately and the County Coroner shall be notified. If it is determined that the remains are potentially Native American, the California Native American Heritage Commission and any and all affected Native American Indians tribes such as the Morongo Band of Mission Indians or the Pechanga Band of Luiseno Indians shall be notified and appropriate measures provided by State law shall be implemented. (GP Objective 23.3, DG, CEQA).

P21. (GP) Prior to the issuance of grading permits, final erosion control landscape and irrigation plans for all cut or fill slopes over 3 feet in height shall be submitted to the Planning Division for review and approval for the phase in process. The plans shall be designed in accordance with the slope erosion plan as required by the City Engineer for that phase. Man-made slopes greater than 10 feet in height shall be "land formed" to conform to the natural terrain and shall be landscaped and

stabilized to minimize visual scarring. (GP Objective 1.5, MC 9.08.080, DG)

P22. (GP) Prior to approval of any grading permit, the developer shall submit for review and approval of a tree plan to the Planning Division. The plan shall identify all mature trees (4 inch trunk diameter or larger) on the subject property, City right-of-way or Caltrans right-of-way. Using the grading plan as a base, the plan shall indicate trees to be relocated, retained, and removed. Replacement trees shall be: shown on the plan; be a minimum size of 24 inch box; and meet a ratio of three replacement trees for each mature tree removed or as approved by the Community Development Director. (GP Objective 4.4, 4.5, DG)

P23. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephens' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)

P24. (GP) Prior to approval of any grading permits, plans for any security gate system shall be submitted to the Community Development Department - Planning Division for review and approval.

P25. (GP) Prior to issuance of any grading permits, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein.

P26. (GP) Prior to the issuance of grading permits, the grading plan shall show decorative treatment for all driveway ingress/egress locations of the project. Accessible pedestrian pathways interior to the site cannot be painted. If delineation is necessary, then an alternative material is required.

P27. (GP) Prior to the issuance of a grading permit, all required planter areas, curbs, including twelve-inch concrete step outs, and required parking space striping shall be shown on the precise grading plan.

P28. (GP) Prior to the issuance of grading permits, the following burrowing owl survey requirements shall be incorporated into the grading plans in accordance with the Riverside County Multi-species Habitat Conservation Plan: Within 30 days of and prior to disturbance, a burrowing owl focused survey shall be conducted by a qualified biologist using accepted protocols. The survey shall be submitted to the Planning Division for review and approval.

P29. (GP) Prior to issuance of grading permits, landscape plans (trees, shrubs and groundcover) for basins maintained by a POA or other private entity shall be submitted to the Planning Division for review and approval for the sides and/or slopes. A hydroseed mix with irrigation is acceptable for the bottom of all the basin areas. All detention basins shall include trees, shrubs and groundcover up to the concreted portion of the basin. A solid decorative wall

with pilasters, tubular steel fence with pilasters or other fence or wall approved by the Community Development Director is required to secure all water quality and detention basins more than 18 inches in depth.

P30. (GP) Prior to issuance of grading permits, the developer shall submit wall/fence plans to the Planning Division for review and approval as follows:

A. A 3 foot high decorative wall, hedge or berm shall be placed in setback areas adjacent to a parking lot.
B. Any proposed retaining walls shall also be decorative in nature.
C. A 14 foot tall solid wall of decorative block with pilasters and a cap or concrete tilt-up construction shall be provided to screen the trucks, parked trailers and the loading areas and loading docks shall be built along the Brodiaea and Cactus Avenue frontages.

<u>Prior to Issuance of Building Permits</u>

P31. (BP) Prior to issuance of building permits, the Community & Economic Development Department - Planning Division shall review and approve the location and method of enclosure or screening of transformer cabinets, commercial gas meters and back flow preventers as shown on the final working drawings. Location and screening shall comply with the following criteria: transformer cabinets and commercial gas meters shall not be located within required setbacks and shall be screened from public view either by architectural treatment or with landscaping; multiple electrical meters shall be fully enclosed and incorporated into the overall architectural design of the building(s); back-flow preventers shall be screened by landscaping that will provide complete screening upon maturity. (GP Objective 43.30, DG)

P32. (BP) Prior to issuance of building permits, screening details shall be addressed on plans for roof top equipment and trash enclosures submitted for Community & Economic Development Department - Planning Division review and approval. All equipment shall be completely screened so as not to be visible from public view, and the screening shall be an integral part of the building. For trash enclosures, landscaping shall be included on at least three sides. The trash enclosure, including any roofing, shall be compatible with the architecture for the building(s). (GP Objective 43.6, DG)

P33. (BP) Prior to issuance of building permits, two copies of a detailed, on-site, computer generated, point-by-point comparison lighting plan, including exterior building, parking lot, and landscaping lighting, shall be submitted to the Community & Economic Development Department - Planning Division for review and approval. The lighting plan shall be generated on the plot plan and shall be integrated with the final landscape plan. The plan shall indicate the manufacturer's specifications for light fixtures used and shall include style, illumination, location, height and method of shielding. The lighting shall be designed in such a manner so that it does not exceed 0.5 foot candles illumination beyond at the property line. The lighting level for all parking lots or structures shall be a minimum coverage of one

foot-candle of light with a maximum of eight foot-candles. After the third plan check review for lighting plans, an additional plan check fee will apply. (MC 9.08.100, DG)

P34. (BP) Prior to issuance of building permits or as permitted by current City policy, the developer or developer's successor-in-interest shall pay all applicable impact fees, including but not limited to Transportation Uniform Mitigation fees (TUMF), Multi-species Habitat Conservation Plan (MSHCP) mitigation fees, and the City's adopted Development Impact Fees. (Ord)

P35. (BP) Prior to issuance of building permits, final landscaping and irrigation plans shall be submitted to the Community & Economic Development Department - Planning Division for review. All landscape plans shall be approved prior to the release of any building permits for the site. After the third plan check review for landscape plans, an additional plan check fee shall apply. The plans shall be prepared in accordance with the City's Landscape Standards and Specifications and shall include:

A. A landscape berm, hedge or a maximum 3 foot decorative wall is required adjacent to parking areas along public rights-of-way.
B. All finger and end planters shall be included at an interval of one per 12 parking stalls, be a minimum 5' x 16', and include additional 12" concrete step-outs and 6" curbing. (MC9.08.230, City's Landscape Standards)
C. All diamond planters shall be included at an interval of one per 3 parking stalls.
D. Drought tolerant landscape shall be provided. Sod shall be limited to public gathering areas only and not be included along the perimeter of the project site.
E. On site trees shall be planted at an equivalent of one (1) tree per thirty (30) linear feet of building dimension. Trees may be massed for pleasing aesthetic effects.
F. **Enhanced landscaping shall be included at all driveway and corner locations,**
G. All site perimeter and parking lot landscape and irrigation shall be installed prior to the release of certificate of any occupancy permits for the site or pad in question.
H. The review of all utility boxes, transformers etc. shall be coordinated to provide adequate screening from public view. (Landscape Guidelines)
I. **Street trees planted at 40 feet on center spacing shall be provided along the site's Brodiaea and Cactus Avenue frontages.**
J. **Along property boundaries visible from the public view and accessible to the general public, trees shall be planted at a rate of one tree per 30 linear feet of the interior property line. Tree clusters may satisfy this requirement.**
K. **The design of all swales and basins that are visible from the public**

right-of-way shall be integrated with the surrounding landscape areas.

P36. (BP) Prior to the issuance of building permits, all fences and walls required or proposed on site, shall be approved by the Community & Economic Development Director. (MC 9.08.070)

P37. (BP) Prior to the issuance of building permits, downspouts will be interior to the building, or if exterior, integrated into the architecture of the building to include compatible colors and materials to the satisfaction of the Community & Economic Development Director.

P38. (BP) Prior to the issuance of building permits the building site plan shall include decorative concrete or pavers for all driveway ingress/egress locations for the project.

P39. (BP) Prior to issuance of any building permits, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein. (CEQA)

<u>Prior to Issuance of Certificate of Occupancy or Building Final</u>

P40. (CO) Prior to issuance of any Certificates of Occupancy or building final, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein. (CEQA) (Advisory)

P41. (CO) Prior to the issuance of Certificates of Occupancy or building final, all required and proposed fences and walls shall be constructed according to the approved plans on file in the Community & Economic Development Department – Planning Division. (MC 9.080.070).

P42. (CO) Prior to issuance of Certificate of Occupancy or building final, installed landscaping and irrigation shall be reviewed by the Community & Economic Development Department - Planning Division. The landscaping shall be installed in accordance with the City's Landscape Standards and the approved landscape plans.

P43. (CO) All rooftop equipment shall be appropriately screened and not visible from the public rights of way.

P44. (CO) Prior to issuance of a certificate of occupancy or building final, the project shall install a photovoltaic array (solar panels) or other source of renewable energy generation on-site, or otherwise acquire energy from the local utility that has been generated by renewable resources, to meet the project's office electricity needs.

MITIGATION MEASURES

Traffic and Circulation

P45. **4.2.1** Elsworth Street and Cactus Avenue Improvements:
Prior to issuance of the first Certificate of Occupancy, the Project Applicant shall construct the following improvement.
• Remove the existing southbound crosswalk (i.e., the crosswalk on the western leg of the intersection) to provide additional "green time" to other approaches. This removal shall be accomplished in a manner consistent with applicable regulations, including but not limited to Chapter 3B of the 2012 California Manual on Uniform Traffic Control Devices (MUTCD), and Section 21950.5 of the California Vehicle Code. The existing crosswalks on the north, east and south legs of the intersection shall be maintained.

P46. **4.2.2** I-215 Southbound Ramps at Cactus Avenue Improvement:
• Construct a second westbound through lane.
This improvement will be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of I-215 Southbound Ramps at Cactus Avenue.

P47. **4.2.3** I-215 Northbound Ramps at Cactus Avenue Improvements:
• Construct a second northbound left-turn lane;
• Re-stripe the existing eastbound shared through/right-turn lane as the third through lane;
• Construct a dedicated eastbound right-turn lane;
• Construct a third westbound through lane; and
• Construct a dedicated westbound right-turn lane.
These improvements will be funded through participating in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of I-215 Northbound Ramps at Cactus Avenue.

P48. **4.2.4** Elsworth Street at Cactus Avenue Improvement:
• Construct a third eastbound through lane.
This improvement will be funded through participation in the TUMF and/or DIF program(s). The Project will pay required fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Elsworth Street at Cactus Avenue.

P49. **4.2.5** Frederick Street at Cactus Avenue Improvements:
• Construct a third eastbound through lane; and
• Construct a third westbound through lane.

These improvements will be funded through participating in the TUMF and/or DIF program(s). The Project will pay required fees,
thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Frederick Street at Cactus Avenue.

P50. **4.2.6** Graham Street at Cactus Avenue Improvements:
• Remove the existing southbound crosswalk (i.e., crosswalk on the west leg) to provide additional green time to other approaches; and
• Construct a third eastbound through lane.
These improvements will be funded through participating in the TUMF and/or DIF program(s). The Project will pay required fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Graham Street at Cactus Avenue.

Air Quality

P51. **4.3.1** Pursuant to SCAQMD Rule 403 requirements:
• All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.
• The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.
• The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are limited to 15 miles per hour or less.

P52. **4.3.2** A sign shall be posted on-site stating that construction workers shall not idle diesel engines in excess of five minutes.

P53. **4.3.3** During grading activities, total horsepower-hours per day for all equipment shall not exceed 13,568 horsepower-hours per day and the maximum disturbance (actively graded) area shall not exceed four acres per day.

P54. **4.3.4** Only "Zero-Volatile Organic Compounds" paints (no more than 150 gram/liter of VOC) and/or High Pressure Low Volume (HPLV) applications consistent with South Coast Air Quality Management District Rule 1113 shall be used.

P55. **4.3.5** The Project truck access gates and loading docks site shall be posted with signs which state:
• Truck drivers shall turn off engines when not in use;
• Diesel delivery trucks servicing the Project shall not idle for more than three minutes; and

• Telephone numbers of the building facilities manager and the CARB to report violations.

P56. **4.3.6** The Project's final site design shall allow for trucks to check-in within the facility area to prevent queuing of trucks outside the facility.

P57. **4.3.7** The building roof shall be designed and constructed to accommodate solar panels.

P58. **4.3.8** Prior to issuance of the first Certificate of Occupancy, the Project shall install a photovoltaic array (solar panels) or other source of renewable energy generation onsite, or otherwise acquire energy from the local utility that has been generated by renewable resources, to meet the Project's office electrical needs.

P59. **4.3.9** The Project shall provide secure, weather-protected on-site bicycle storage/parking. Bicycle storage parking/quantity and location shall be consistent with City of Moreno Valley requirements. The Project shall provide pedestrian and bicycle connections to surrounding areas, consistent with provisions of the City of Moreno Valley General Plan. Location and configurations of proposed pedestrian and bicycle connections are subject to review and approval by the City. Prior to Final Site Plan approval, pedestrian and bicycle connections shall be indicated on the Project Site Plan. The Project shall provide onsite showers (one for males and one for females). Lockers for employees shall be provided.

Noise

P60. **4.4.1** During all Project site construction, the construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. The construction contractor shall place all stationary construction equipment so that emitted noise is directed away from the noise sensitive receptors nearest the project site.

P61. **4.4.2** The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise sensitive receptors nearest the project site during all Project construction.

P62. **4.4.3** The construction contractor shall limit haul truck deliveries to weekdays between the hours of 7:00 a.m. and 8:00 p.m., or the same hours specified for construction equipment. Haul routes that utilize only City-designated truck routes shall be identified on construction plans. The Project construction manager shall be responsible for ensuring that all contractors operate in compliance with construction plan specifications.

P63. **4.4.4** All trucks, tractors, and forklifts shall be operated with proper operating and well maintained mufflers.

P64. **4.4.5** Maintain quality pavement conditions that are free of bumps to minimize truck noise.

P65. **4.4.6** The truck access gates and loading docks within the truck court on the project site shall be posted with signs which state:
• Truck drivers shall turn off engines when not in use;
• Diesel trucks servicing the Project shall not idle for more than five minutes; and
• Post telephone numbers of the building facilities manager to report violations.

Biological Resources

P66. **BR-1** If possible, all vegetation removal activities shall be scheduled from August 1 to February 1, which is outside the general avian nesting season. This would ensure that no active nests would be disturbed and that removal could proceed rapidly. If vegetation is to be cleared during the nesting season (February 15 – July 31), all suitable habitat will be thoroughly surveyed within 72 hours prior to clearing for the presence of nesting birds by a qualified Project biologist. The Project biologist shall be retained by the Applicant and vetted by the City. The survey results shall be submitted by the Project Applicant to the City Planning Department. If any active nests are detected, the area shall be flagged and mapped on the construction plans along with a minimum 300-foot buffer and up to 500 feet for raptors, with the final buffer distance to be determined by the qualified biologist. The buffer area shall be avoided until the nesting cycle is complete or it is determined that the nest has failed. In addition, the biologist will be present on the site to monitor the vegetation removal to ensure that any nests, which were not detected during the initial survey, are not disturbed.

P67. **BR-2** Within 30 days prior to site clearing activities, a pre-construction burrowing owl survey shall be conducted to document the presence/absence of any occupied owl burrows. Any owls present shall be passively or actively relocated following CDFG approved protocols, and with CDFG permission, prior to commencement of clearing. The survey shall be submitted to the City Planning Department prior to issuance of a grading permit.

P68. **BR-3** Prior to the issuance of a grading permit, the Project Applicant shall be responsible for ensuring that a biological resources survey is conducted for the Project site during nesting season (February 15 to July 31) by a qualified biologist, consistent with the policies of the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP). This survey will specifically address the identification of potential burrowing owl (Athena cunicularia) habitat, and the protection of species associated with riparian/riverine areas and vernal pools. The results of this biological survey shall be submitted to the City for review. If the City finds that the Project, in its final design, would involve areas of burrowing owl occupation, and/or areas of riparian or riverine resources, the following requirements would apply:
• If the site contains, or is part of an area supporting less than 35 acres of suitable burrowing owl habitat, or the survey reveals that the site and the surrounding area

supports fewer than three pairs of burrowing owls, then the on-site burrowing owls will be passively or actively relocated following accepted protocols.
• If the site (including adjacent areas) supports three or more pairs of burrowing owls, supports greater than 35 acres of suitable habitat and is non-contiguous with MSHCP Conservation Area lands, at least 90 percent of the area with long-term conservation value and burrowing owl pairs will be conserved onsite.
• If the 90 percent threshold cannot be met, the City of Moreno Valley, as a permittee of the MSHCP, must make a Determination of Biologically Equivalent or Superior Preservation.
• If riparian/riverine resources are present onsite and cannot be avoided, a Determination of Biologically Equivalent or Superior Preservation will be required.

Building and Safety Division

B1. The above project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as all other city ordinances. All new projects shall provide a soils report. Plans shall be submitted to the Building Department as a separate submittal.

Prior to final inspection, all plans will be placed on a CD Rom for reference and verification. Plans will include "as built" plans, revisions and changes. The CD will also include Title 24 energy calculations, structural calculations and all other pertinent information. It will be the responsibility of the developer and or the building or property owner(s) to bear all costs required for this process. The CD will be presented to the Building Department for review prior to final inspection and building occupancy. The CD will become the property of the Moreno Valley Building Department at that time. In addition, a site plan showing the path of travel from public right of way and building to building access with elevations will be required.

B2. (BP) Prior to the issuance of a building permit, the applicant shall submit a properly completed "Waste Management Plan" (WMP), as required, to the Compliance Official (Building Official) as a portion of the building or demolition permit process.

SCHOOL DISTRICT

S1. (BP) Prior to issuance of building permits, the developer shall provide to the Community Development Director a written certification by the affected school district that either: (1) the project has complied with the fee or other exaction levied on the project by the governing board of the district, pursuant to Government Code Section 65996; or (2) the fee or other requirement does not apply to the project.

UNITED STATES POSTAL SERVICE

PO1. (BP) Prior to the issuance of building permits, the developer shall contact the U.S. Postal Service to determine the appropriate type and location of mailboxes.

FIRE PREVENTION BUREAU

1. **A reciprocal access agreement shall be required if any of the driveways are to be shared with the adjacent properties.**
2. **All gates shall be electronically controlled. This shall apply for the entire site.**
3. **Applicant shall provide a "preplanned impairment program" plan for approval prior to commencing any construction that will affect the fire protection systems or water supply. CFC 907.4**
4. **The following Standard Conditions shall apply.**

With respect to the conditions of approval, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.

F2. The Fire Prevention Bureau is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering __4000__ GPM for _4_ hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 507.3, Appendix B) . **The 50% reduction in fire flow was granted for the use of fire sprinklers throughout the facility. The reduction shall only apply to fire flow, hydrant spacing shall be per the fire flow requirements listed in CFC Appendix B and C.**

F3. Industrial, Commercial, Multi-family, Apartment, Condominium, Townhouse or Mobile Home Parks. A combination of on-site and off-site super enhanced fire hydrants (6" x 4" x 4" x 2 ½") shall not be closer than 40 feet and more than 150 feet from any portion of the building as measured along approved emergency vehicular travel ways. The required fire flow shall be available from any adjacent fire hydrant(s) in the system. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, super or enhanced fire hydrants as determined by the fire code official shall be

provided at spacing not to exceed 500 feet of frontage for transportation hazards. (CFC 507.5.7 & MVMC 8.36.060 Section K)

F4. Maximum cul-de-sac or dead end road length shall not exceed 660 feet. The Fire Chief, based on City street standards, shall determine minimum turning radius for fire apparatus based upon fire apparatus manufacture specifications. (CFC 503.2)

F5. During phased construction, dead end roadways and streets which have not been completed shall have a turn-around capable of accommodating fire apparatus. (CFC 503.2 and 503.2.5)

F6. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)

F7. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)

F8. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less than thirty (30) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches. (CFC 503.2.1 and MVMC 8.36.060[E])

F9. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.060[G])

F10. If construction is phased, each phase shall provide an approved emergency vehicular access way for fire protection prior to any building construction. (CFC 501.4)

F11. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3)

F12. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5)

F13. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)

F14. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Fire Prevention Bureau for review. Plans shall:

a) Be signed by a registered civil engineer or a certified fire protection engineer;
b) Contain a Fire Prevention Bureau approval signature block; and
c) Conform to hydrant type, location, spacing of new and existing hydrants and minimum fire flow required as determined by the Fire Prevention Bureau.

After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.

Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 507.5)

F15. Prior to issuance of Certificate of Occupancy or Building Final, "Blue Reflective Markers" shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 509.1)

F16. Prior to issuance of Certificate of Occupancy or Building Final, all commercial buildings shall display street numbers in a prominent location on the street side and rear access locations. The numerals shall be a minimum of twelve (12) inches in height for buildings and six (6) inches in height for suite identification on a contrasting background. Unobstructed lighting of the address(s) shall be by means approved by the Fire Prevention Bureau and Police Department. In multiple suite centers (strip malls), businesses shall post the name of the business on the rear door(s). (CFC 505.1)

F17. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9)

F18. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire alarm system monitored by an approved Underwriters Laboratory listed central station based on a requirement for monitoring the sprinkler system, occupancy or use. Fire alarm panel shall be accessible from exterior of building in an approved location. Plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9 and MVMC 8.36.100)

F19. Prior to issuance of a Certificate of Occupancy or Building Final, a "Knox Box Rapid Entry System" shall be provided. The Knox-Box shall be installed in an accessible

location approved by the Fire Chief. All exterior security emergency access gates shall be electronically operated and be provided with Knox key switches for access by emergency personnel. (CFC 506.1)

F20. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall be responsible for obtaining underground and/or above ground tank permits for the storage of combustible liquids, flammable liquids, or any other hazardous materials from both the County of Riverside Community Health Agency Department of Environmental Health and the Fire Prevention Bureau. (CFC 105)

F21. Prior to issuance of Certificate of Occupancy, approval shall be required from the County of Riverside Community Health Agency (Department of Environmental Health) and Moreno Valley Fire Prevention Bureau to maintain, store, use, handle materials, or conduct processes which produce conditions hazardous to life or property, and to install equipment used in connection with such activities. (CFC 105)

F22. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.

F23. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503 and MVMC 8.36.060)

F24. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.060)

F25. Prior to construction, "private" driveways over 150 feet in length shall have a turn-around as determined by the Fire Prevention Bureau capable of accommodating fire apparatus. Driveway grades shall not exceed 12 percent. (CFC 503 and MVMC 8.36.060)

F26. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.

F27. A permit is required to maintain, store, use or handle materials, or to conduct processes which produce conditions hazardous to life or property, or to install equipment used in connection with such activities. Such permits shall not be construed as authority to violate, cancel or set aside any of the provisions of this code. Such permit shall not take the place of any license required by law. Applications for permits shall be made to the Fire Prevention Bureau in such form and detail as prescribed by the Bureau. Applications for permits shall be accompanied by such plans as required by the Bureau. Permits shall be kept on the premises designated therein at all times and shall be posted in a conspicuous location on the premises or shall be kept on the premises in a location designated by the Fire Chief. Permits shall be subject to inspection at all times by an officer of the fire department or other persons authorized by the Fire Chief in accordance with CFC 105 and MVMC 8.36.100.

F28. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14 & CBC Chapter 33)

F29. Prior to issuance of Certificate of Occupancy, permits are required to store, dispense, use or handle hazardous material. Each application for a permit shall include a hazardous materials management plan (HMMP). The location of the HMMP shall be posted adjacent to (other) permits when an HMMP is provided. The HMMP shall include a facility site plan designating the following:

a) Storage and use areas;
b) Maximum amount of each material stored or used in each area;
c) Range of container sizes;
d) Locations of emergency isolation and mitigation valves and devises;
e) Product conveying piping containing liquids or gases, other than utility-owned fuel gas lines and low-pressure fuel gas lines;
f) On and off positions of valves for valves which are of the self-indicating type;
g) Storage plan showing the intended storage arrangement, including the location and dimensions of aisles. The plans shall be legible and approximately to scale. Separate distribution systems are allowed to be shown on separate pages; and
h) Site plan showing all adjacent/neighboring structures and use.

NOTE: Each application for a permit shall include a hazardous materials inventory statement (HMIS).

F30. Before a Hazardous Materials permit is issued, the Fire Chief shall inspect and approve the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used. In instances where laws or regulations are enforceable by

departments other than the Fire Prevention Bureau, joint approval shall be obtained from all departments concerned. (CFC Chapter 27)

F31. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 105)

F32. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 105)

F33. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 105)

F34. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.8)

F35. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Chapter 1)

F36. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)

F37. Prior to Certificate of Occupancy all locations where medians are constructed and prohibit vehicular ingress/egress into or away from the site, provisions must be made to construct a median-crossover at all locations determined by the Fire Marshal and the City Engineer. Prior to the construction, design plans will be submitted for review and approval by the City Engineer and all applicable inspections conducted by Land Development Division.

F38. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.

COMMUNITY & ECONOMIC DEVELOPMENT – LAND DEVELOPMENT DIVISION

The following are the Community & Economic Development Department – Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Community & Economic Development Department – Land Development Division.

General Conditions

LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City's Municipal Code. (MC)

LD2. (G) The developer shall make appropriate offers of dedication by separate instrument or by final map when and if one is submitted. The City Engineer may require the construction of necessary utilities, streets or other improvements beyond the project boundary, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public.

LD3. (G) It is understood that the plot plan correctly shows all existing easements, traveled ways, and drainage courses, and that their omission may require the plans associated with this application to be resubmitted for further consideration. (MC 9.14.040)

LD4. (G) If improvements associated with this project are not initiated within two years of the date of approval of the Public Improvement Agreement, the City Engineer may require that the improvement cost estimate associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the Public Improvement Agreement or issuance of a permit.

LD5. (G) The developer shall monitor, supervise and control all construction and construction supportive activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:

a. Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.

b. Observance of working hours as stipulated on permits issued by the Public Works Department.

c. The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.

d. All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements shall be adhered to during the grading operations.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

LD6. (G) The developer shall protect downstream properties from damage caused by alteration of drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities. (MC 9.14.110)

LD7. (G) A detailed drainage study shall be submitted to the City Engineer for review and approval at the time of any improvement or grading plan submittal. The study shall be prepared by a registered civil engineer and shall include existing and proposed hydrologic conditions. Hydraulic calculations are required for all drainage control devices and storm drain lines. (MC 9.14.110). Prior to approval of the related improvement or grading plans, the developer shall submit the approved drainage study, on compact disk, in (.pdf) digital format to the Land Development Division of the Community and Economic Development Department.

LD8. (G) The final conditions of approval issued by the Planning Division subsequent to Planning Commission approval shall be photographically or electronically placed on mylar sheets and included in the Grading and Street Improvement plan sets on twenty-four (24) inch by thirty-six (36) inch mylar and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field during grading and construction.

<u>Prior to Grading Plan Approval or Grading Permit</u>

LD9. (GPA) Prior to approval of the grading plans, plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD10. (GPA) Prior to approval of grading plans, the developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:

a. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the City Engineer, lot lines shall be located at the top of slopes.

b. Any grading that creates cut or fill slopes adjacent to the street shall provide erosion control, sight distance control, and slope easements as approved by the City Engineer.

c. A grading permit shall be obtained from the Community and Economic Development Department Land Development Division prior to commencement of any grading outside of the City maintained road right-of-way.

d. All improvement plans are substantially complete and appropriate clearance and at-risk letters are provided to the City. (MC 9.14.030)

e. The developer shall submit a soils and geologic report to the Community and Economic Development Department – Land Development Division. The report shall address the soil's stability and geological conditions of the site.

LD11. (GPA) Prior to grading plan approval, the developer shall select and implement treatment control best management practices (BMPs) that are medium to highly effective for treating Pollutants of Concern (POC) for the project. Projects where National Pollution Discharge Elimination System (NPDES) mandates water quality treatment control best management practices (BMPs) shall be designed per the City of Moreno Valley guidelines or as approved by the City Engineer.

LD12. (GPA) Prior to approval of the grading plans for projects that will result in discharges of storm water associated with construction with a soil disturbance of one or more acres of land, the developer shall submit a Notice of Intent (NOI) and obtain a Waste Discharger's Identification number (WDID#) from the State Water Quality Control Board (SWQCB). The WDID# shall be noted on the grading plans prior to issuance of the first grading permit.

LD13. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall submit two (2) copies of the final project-specific Water Quality Management Plan (WQMP) for review by the City Engineer that :

a. Addresses Site Design Best Management Practices (BMPs) such as minimizing impervious areas, maximizing permeability, minimizes directly connected impervious areas to the City's street and storm drain systems, and conserves natural areas;

b. Incorporates Source Control BMPs and provides a detailed description of their implementation;

c. Incorporates Treatment Control BMPs and provides information regarding design considerations;

d. Describes the long-term operation and maintenance requirements for BMPs requiring maintenance; and

e. Describes the mechanism for funding the long-term operation and maintenance of the BMPs.

A copy of the final WQMP template can be obtained on the City's Website or by contacting the Land Development Division of the Community and Economic Development Department.

LD14. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall record a "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," to provide public notice of the requirement to implement the approved final project-specific WQMP and the maintenance requirements associated with the WQMP.

A boilerplate copy of the "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," can be obtained by contacting the Land Development Division of the Community and Economic Development Department.

LD15. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall secure approval of the final project-specific WQMP from the City Engineer. The final project-specific WQMP shall be submitted at the same time of grading plan submittal. The approved final WQMP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format prior to grading plan approval.

LD16. (GPA) Prior to the grading plan approval, or issuance of a building permit as determined by the City Engineer, the approved final project-specific WQMP shall be incorporated by reference or attached to the project's Storm Water Pollution Prevention Plan as the Post-Construction Management Plan.

LD17. (GPA) Prior to grading plan approval, the developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the state's Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at the project site and be available for review upon request. The SWPPP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format.

LD18. (GPA) Prior to the approval of the grading plans, the developer shall pay applicable remaining grading plan check fees.

LD19. (GP) Prior to issuance of a grading permit, or building permit when a grading permit is not required, for projects that require a project-specific Water Quality Management Plan (WQMP), a project-specific final WQMP (F-WQMP) shall be

approved. Upon approval, a WQMP Identification Number is issued by the Storm Water Management Section and shall be noted on the rough grading plans as confirmation that a project-specific F-WQMP approval has been obtained.

LD20. (GP) Prior to issuance of a grading permit, if the fee has not already been paid, the developer shall pay Area Drainage Plan (ADP) fees. The developer shall provide a receipt to the City showing that ADP fees have been paid to Riverside County Flood Control and Water Conservation District. (MC 9.14.100)

LD21. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the completion of the grading required as a condition of approval of the project.

LD22. (GP) Prior to issuance of a grading permit, the developer shall pay the applicable grading inspection fees.

<u>Prior to Improvement Plan Approval or Construction Permit</u>

LD23. (CP) Prior to issuance of a construction permit, the permit shall list any restrictions on trench repair pavement cuts to reflect the City's moratorium on disturbing newly-constructed pavement less than three years old and recently slurry sealed streets less than one year old. Pavement cuts for trench repairs may be allowed for emergency repairs or as specifically approved in writing by the City Engineer.

LD24. (CP) Prior to issuance of a construction permit, the permit shall require the developer to bring any existing access ramps adjacent to and fronting the project to current ADA (Americans with Disabilities Act) requirements. However, when work is required in an intersection that involves or impacts existing access ramps, those access ramps in that intersection shall be retrofitted to comply with current ADA requirements, unless approved otherwise by the City Engineer.

LD25. (CP) Prior to issuance of a construction permit, the project shall be designed to accept and properly convey all off-site drainage flowing onto or through the site. All storm drain design and improvements shall be subject to review and approval of the City Engineer. In the event that the City Engineer permits the use of streets for drainage purposes, the provisions of the Development Code will apply. Should the quantities exceed the street capacity or the use of streets be prohibited for drainage purposes, as in the case where one travel lane in each direction shall not be used for drainage conveyance for emergency vehicle access on streets classified as minor arterials and greater, the developer shall provide adequate facilities as approved by the Community and Economic Development Department – Land Development Division. (MC 9.14.110)

LD26. (CP) All work performed within the City right-of-way requires a construction permit. As determined by the City Engineer, security shall be required for work within the

right-of-way. Security shall be in the form of a cash deposit or other approved means. The City Engineer shall require the execution of a public improvement agreement as a condition of the issuance of the construction permit. All inspection fees shall be paid prior to issuance of construction permit. (MC 9.14.100)

LD27. (CP) Prior to issuance of construction permits, the developer shall pay all applicable inspection fees.

Prior to Building Permit

LD28. (BP) Prior to issuance of a building permit, the final map associated with this project, if any, shall record.

LD29. (BP) Prior to issuance of building permits, unless a final map is submitted in which case prior to final map approval, all street dedications shall be irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer. All dedications shall be free of all encumbrances as approved by the City Engineer.

LD30. (BP) Prior to issuance of building permits, unless a final map is submitted in which case prior to final map approval, security shall be required to be submitted as a guarantee of the completion of the improvements required as a condition of approval of the project. A public improvement agreement will be required to be executed.

LD31. (BP) Prior to issuance of a building permit, unless a final map is submitted in which case prior to final map approval, the developer shall enter into or modify an agreement with the City and Riverside County Flood Control and Water Conservation District establishing the terms and conditions covering the inspection, operation and maintenance of Master Drainage Plan facilities. (MC 9.14.110)

LD32. (BP) Prior to issuance of a building permit, all pads shall meet pad elevations per approved plans as noted by the setting of "Blue-top" markers installed by a registered land surveyor or licensed engineer.

Prior to Certificate of Occupancy

LD33. (CO) Prior to issuance of the last certificate of occupancy or building final, the developer shall pay all outstanding fees.

LD34. (CO) Prior to issuance of a certificate of occupancy, this project is subject to requirements under the current permit for storm water activities required as part of the National Pollutant Discharge Elimination System **(NPDES)** as mandated by the Federal Clean Water Act. In compliance with Proposition 218, the developer shall agree to approve the City of Moreno Valley NPDES Regulatory Rate Schedule that

is in place at the time of certificate of occupancy issuance. Following are the requirements:

a. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required continuous operation, maintenance, monitoring system evaluations and enhancements, remediation and/or replacement, all in accordance with Resolution No. 2002-46.

   i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process; or
   ii. Establish an endowment to cover future City costs as specified in the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule.

b. Notify the Special Districts Division of the intent to request building permits 90 days prior to their issuance and the financial option selected. The financial option selected shall be in place prior to the issuance of certificate of occupancy. (California Government Code & Municipal Code)

LD35. (CO) The City of Moreno Valley has an adopted Development Impact Fee (DIF) nexus study. All projects unless otherwise exempted shall be subject to the payment of the DIF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD36. (CO) The City of Moreno Valley has an adopted area wide Transportation Uniform Mitigation Fee (TUMF). All projects unless otherwise exempted shall be subject to the payment of the TUMF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD37. (CO) Prior to issuance of a certificate of occupancy or building final, the developer shall construct all public improvements in conformance with applicable City standards, except as noted in the Special Conditions, including but not limited to the following applicable improvements:

a. Street improvements including, but not limited to: drive approaches, pedestrian ramps, signing, striping, relocation of existing improvements required to accommodate project public improvements, and replacement of existing public improvements that are damaged during construction or that are substandard.

b. Sewer and water systems including, but not limited to: sanitary sewer, potable water and recycled water.

LD38. (CO) Prior to issuance of a certificate of occupancy or building final, all existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Moreno Valley ordinances. (MC 9.14.130)

LD39. (CO) Prior to issuance of a certificate of occupancy or building final for any Commercial/Industrial facility, whichever occurs first, the owner may have to secure coverage under the State's General Industrial Activities Storm Water Permit as issued by the State Water Resources Control Board.

LD40. (CO) Prior to issuance of a certificate of occupancy or building final, the applicant shall ensure the following, pursuant to Section XII. I. of the 2010 NPDES Permit:

a. Field verification that structural Site Design, Source Control and Treatment Control BMPs are designed, constructed and functional in accordance with the approved Final Water Quality Management Plan (WQMP)

b. Certification of best management practices (BMPs) from a state licensed civil engineer. An original WQMP BMP Certification shall be submitted to the City for review and approval.

Prior to Acceptance of Streets into the City Maintained Road System

LD41. (AOS) Aggregate slurry, as defined in Section 203-5 of Standard Specifications for Public Works Construction, may be required just prior to the end of the one-year warranty period of the public streets at the discretion of the City Engineer. If slurry is required, the developer/contractor must provide a slurry mix design submittal for City Engineer approval. The latex additive shall be Ultra Pave 70 (for anionic – per project geotechnical report) or Ultra Pave 65 K (for cationic – per project geotechnical report) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2½) parts to one-hundred (100) parts of emulsion by volume. Any existing striping shall be removed prior to slurry application and replaced per City standards.

SPECIAL CONDITIONS

LD42. This project will require submittal of both rough grading and precise grading plans for review and approval. All on-site and off-site easements shall be shown on the grading plan.

LD43. Prior to rough and precise grading plan approval, the grading plans shall clearly demonstrate that drainage is properly collected and conveyed. The plans shall show all necessary on-site and off-site drainage improvements to properly collect and convey drainage entering, within and leaving the project. This may include, but not be limited to on-site and perimeter drainage improvements to properly convey drainage within and along the project site,

and downstream off-site improvements. The developer shall connect the proposed private storm drain system to the existing public drainage system located within a storm drain easement in a south parking lot drive aisle to the east of the proposed building expansion. A storm drain manhole shall be placed at the terminus of the existing storm drain easement to designate the beginning of the publicly maintained portion of this storm drain system.

LD44. Prior to rough and precise grading plan approval, the grading plans shall clearly show the location of the proposed sewer easement, pedestrian access easement, additional right-of-way dedications at proposed driveway approaches, reciprocal access area for the shared driveway on Cactus Avenue, and the Joy street right-of-way to be vacated. The grading plans shall show the parking lot area to be demolished including an existing, private storm drain.

LD45. Prior to precise grading plan approval, the following legal descriptions and plats shall be submitted to the City for review and approval, unless a final map is prepared showing the following:

a. Reciprocal access easement for the shared use driveway proposed on Cactus Avenue between APN 297-170-027 and APN 297-170-076. Alternatively, a separate recorded copy of a reciprocal access agreement between these parcels shall be submitted to the City for review and approval.

b. Pedestrian access easement (sidewalk easement) for the existing curb-separated sidewalk along Cactus Avenue from the west side of Joy Street to the proposed west property line of the building expansion.

c. Additional right-of-way at proposed driveway entrances per City Standard No. 118C.

d. Joy Street right-of-way vacation including any easements that may be located within.

e. New sewer easement, 30-foot wide to Eastern Municipal Water District, located within a drive aisle along and offset 30 feet from the west property line of APN 297-170-075 and APN 297-170-076, containing relocated Joy Street sewer.

LD46. Prior to precise grading plan approval, the grading plans shall show any proposed trash enclosure as dual bin; one bin for trash and one bin for recyclables. The trash enclosure shall be per City Standard Plan 627.

LD47. Prior to precise grading plan approval, the grading plans shall clearly show that the parking lot conforms to City standards. The parking lot shall be 5% maximum, 1% minimum, 2% maximum at or near any disabled parking stall and travel way. Ramps, curb openings and travel paths shall all conform to current ADA standards as outlined in Department of Justice's "ADA Standards for Accessible Design", Excerpt from 28 CFR Part 36. (www.usdoj.gov) and as approved by the City's Building and Safety Division.

LD48. Prior to precise grading plan approval, the plans shall show roof drains directed to a landscaped area rather than being routed directly to the parking lot. Alternatively, roof drain flows can be directed to private storm drains which will connect to the treatment control best management practice.

LD49. Prior to building permit issuance, a final map shall record or alternatively with the approval of the City Engineer, a lot line adjustment shall record in order to combine existing parcels, APN 297-160-067, APN 297-170-075, and APN 297-170-076.

LD50. Prior to building permit issuance, or final map approval, if a final map is required, the Developer shall guarantee the construction of the following improvements by entering into a public improvement agreement and posting security, as required by the City Engineer. The improvements shall be completed prior to occupancy or as otherwise determined by the City Engineer.

a. Driveway approaches on Cactus Avenue and Brodiaea Avenue shall be constructed per City Standard No. 118C. No decorative pavers shall be placed within the public right-of-way. The precise grading plan shall show an additional 4-foot right-of-way dedication behind driveway approaches. A legal description and plat for the 4-foot right-of-way dedication shall be submitted to the City for review and approval prior to precise grading plan approval.

b. Pavement core samples of existing pavement on Frederick Street and Cactus Avenue (half street width along project frontage) may be taken and findings submitted to the City for review and consideration of pavement improvements. The City will determine the adequacy of the existing pavement structural section. If the existing pavement structural section is found to be adequate, the developer may still be required to perform a one-tenth inch grind and overlay or slurry seal depending on the severity of existing pavement cracking, as required by the City Engineer. If the existing pavement section is found to be inadequate, the Developer shall replace the pavement (half street width along project frontage) to meet or exceed the City's pavement structural section standard.

c. Drainage improvements associated with the connection of onsite, private storm drain to existing public storm drain located within a storm drain easement in a south parking lot drive aisle to the east of the proposed building expansion. A storm drain manhole shall be placed at the terminus of the existing storm drain easement to designate the beginning of the publicly maintained portion of this storm drain system.

d. Relocation, repair, and reconstruction of existing public improvements along project frontage resulting from displacement due to proposed project public improvements, existing public improvements that are damaged during construction, and substandard or obsolete City standard public improvements. The applicant shall schedule a walk through with a Public Works Inspector to inspect existing improvements within public right-of-way along project frontage. The applicant will be required to install, replace and/or repair any missing, damaged or substandard improvements including any signing and re-striping, as necessary, removal of fire hydrant that conflict with the proposed project driveways. The applicant shall post security to cover the cost of the repairs and complete the repairs within the time allowed in the public improvement agreement used to secure the improvements.

LD51. Prior to building permit issuance or as may be deferred until occupancy by the City Engineer, the vacation of Joy Street made either by final map or separate instrument, and sewer relocation shall be completed to ensure that the proposed building expansion is not located over street right-of-way. The final map must be recorded prior to issuance of a building permit. Therefore, the Joy Street vacation and the relocation of the existing sewer to its new location within a proposed sewer easement, which is required by Eastern Municipal Water District, prior to vacation of Joy Street, will need to occur prior to issuance of a building permit if a final map is required or unless otherwise approved by the City Engineer and Eastern Municipal Water District. If a final map is not required, the vacation of Joy Street by separate instrument and associated sewer relocation improvements can be deferred until occupancy.

LD52. Prior to occupancy or at building permit issuance if a final map is required, as may be required by the City Engineer, the following proposed easements shall be dedicated and existing street right-of-way vacated either on a final map which is required prior to building permit issuance or by separate instrument and recorded.

a. Reciprocal access easement for the shared use driveway proposed on Cactus Avenue between APN 297-170-027 and APN 297-170-076.

Alternatively, a copy of a reciprocal access agreement between these parcels shall be recorded.

b. Pedestrian access easement (sidewalk easement) for the existing curb-separated sidewalk along Cactus Avenue from the west side of Joy Street to the proposed west property line of APN 297-170-076.

c. Additional right-of-way at proposed driveway entrances per City Standard No. 118C.

d. Joy Street right-of-way vacation. All utilities shall be relocated into the public right-of-way or new easement location as agreed upon by the developer, the easement holder and the City Engineer prior to the vacation of Joy Street. All utilities shall be relocated within existing public right-of-way or new easement, as necessary, or otherwise abandoned in place as approved by the City Engineer, prior to the street right-of-way vacation. A new sewer easement shall be granted prior to sewer relocation and street right-of-way vacation. All utility relocations shall be done at no expense to the City.

e. New sewer easement, 30-foot wide to Eastern Municipal Water District, located within a drive aisle along and offset 30 feet from the west property line of APN 297-170-075 and APN 297-170-076, containing relocated Joy Street sewer. The sewer easement shall be dedicated and recorded prior to the sewer relocation and Joy Street right-of-way vacation.

LD53. In accordance with the City of Moreno Valley standards, the Double Ring Infiltrometer field testing method shall be utilized to perform in-situ percolation testing in the location of proposed infiltration area treatment control Best Management Practice (BMP) and the results included in the Final WQMP. The preparer understands that any changes to BMPs required based on the basis of the percolation results will be incorporated in the first submittal of the Final WQMP.

LD54. The Applicant shall prepare and submit for approval a Project Specific Final Water Quality Management Plan (F-WQMP) for PA12-0020 – Moreno Valley Centerpointe - Building 4 Expansion. The F-WQMP shall be consistent with the approved Amended P-WQMP and in full conformance with the document; "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006. The F-WQMP shall contain any revised calculations for the revised treatment control BMPs. The F-WQMP shall provide detailed descriptions on the location, implementation (including sizing criteria), installation, and long-term Operation and Maintenance of planned Treatment Control Best Management Practices (BMPs).

LD55. The Applicant shall provide supporting studies, calculations, and reports related to the Hydrologic Conditions of Concern.

LD56. The Applicant shall select and implement treatment control BMPs that are medium to highly effective for treating Pollutants of Concern (POC) for the project. POC include project pollutants associated with a 303(d) listing or a Total Maximum Daily Load (TMDL) for receiving waters. Project POC include: nutrients, organic compounds, and pathogens (bacteria and viruses). Exhibit C of the document, "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006 shall be consulted for determining the effectiveness of proposed treatment BMPs.

LD57. Overall, the proposed treatment control concept is accepted as the conceptual treatment control BMP for the proposed site. The Applicant has proposed to incorporate the use of two subsurface infiltration basins ad porous pavement in car parking areas. Final design details of the treatment control BMPs must be provided in the first submittal of the F-WQMP. The size of the treatment control BMPs is to be determined using the procedures set forth in Exhibit C of the Riverside County Guidance Document.

LD58. The Applicant shall substantiate the applicable Hydrologic Condition of Concern (HCOC) (WQMP Section IV) in the F-WQMP. The HCOC designates that the project will comply with Condition A; therefore, the condition must be addressed in the F-WQMP.

LD59. The Applicant shall, prior to building or grading permit closeout or the issuance of a certificate of occupancy, demonstrate:

a. That all structural BMPs have been constructed and installed in conformance with the approved plans and specifications

b. That all structural BMPs described in the F-WQMP have been implemented in accordance with approved plans and specifications

c. That the Applicant is prepared to implement all non-structural BMPs included in the F-WQMP, conditions of approval, and building/grading permit conditions

d. That an adequate number of copies of the approved F-WQMP are available for the future owners/occupants of the project.

PUBLIC WORKS DEPARTMENT – SPECIAL DISTRICTS DIVISION

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Special Districts' Conditions of Approval for project **PA12-0020**; this project shall be completed at no cost to any Government Agency. All questions regarding Special Districts' Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Special Districts Division of the Public Works Department 951.413.3480 or by emailing specialdistricts@moval.org.

General Conditions

SD-1 The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks & Community Services), C (Arterial Street Lighting), E (Extensive Parkway Landscape Maintenance), and M (Commercial, Industrial, and/or Multifamily Improved Median Maintenance). All assessable parcels therein shall be subject to annual Zone A, Zone C, Zone E, and Zone M charges for operations and capital improvements.

SD-2 In the event the Moreno Valley Community Services District determines that funds authorized by Proposition 218 mail ballot proceeding are insufficient to meet the costs for parkway, slope, and/or open space maintenance and utility charges (**Zone E**), the District shall have the right, at its option, to terminate the grant of any or all parkway, slope, and/or open space maintenance easements. This power of termination, should it be exercised, shall be exercised in the manner provided by law to quit claim and abandon the property so conveyed to the District, and to revert to the developer or the developer's successors in interest, all rights, title, and interest in said parkway, slope, and/or open space areas, including but not limited to responsibility for perpetual maintenance of said areas.

SD-3 Any damage to existing landscape areas maintained by the Moreno Valley Community Services District due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the Moreno Valley Community Services District.

SD-4 The ongoing maintenance of any landscaping required to be installed behind the curb on Cactus Ave. shall be the responsibility of the property owner.

SD-5 Plan check fees for review of parkway/median landscape plans for improvements that shall be maintained by the Moreno Valley Community Services District are due upon the first plan submittal. (MC 3.32.040)

SD-6 Inspection fees for the monitoring of landscape installation associated with Moreno Valley Community Services District maintained parkways/medians are due prior to the required pre-construction meeting. (MC 3.32.040)

Prior to Building Permit Issuance

SD-7 (BP) This project has been identified to be included in the formation of a Community Facilities District (Mello-Roos) for **Public Safety** services, including but not limited to Police, Fire Protection, Paramedic Services, Park Rangers, and Animal Control services. The property owner(s) shall not protest the formation; however, they retain the right to object to the rate and method of maximum special tax. In compliance with Proposition 218, the developer shall agree to approve the mail ballot proceeding (special election) for either formation of the CFD or annexation into an existing district that may already be established. The Developer must notify Special Districts of intent to request building permits 90 days prior to their issuance. (California Government Code)

SD-8 (BP) This project is conditioned to install and/or maintain parkway landscape. The Developer's responsibility is to provide a funding source for the capital improvements and the continued maintenance of the landscaped area. In order for the Developer to meet the financial responsibility to maintain the defined services, one of the options as outlined below shall be selected. The Developer must notify Special Districts of intent to request building permits 90 days prior to their issuance and the financial option selected to fund the continued maintenance.

a. Participate in a ballot proceeding for **standard/extensive landscape** program maintenance and pay all associated costs with the ballot process and formation costs, if any. Financing may be structured through a Community Services District zone, Community Facilities District, Landscape and Lighting Maintenance District, or other financing structure as determined by the city; or
b. Establish a Home Owners Association (HOA) to maintain the landscaped area; or
c. Establish an endowment to cover the future landscape program maintenance costs of the landscaped area.

The financial option selected shall be in place prior to the issuance of certificate of occupancy.

SD-9 (BP) This project is conditioned to provide a funding source for the capital improvements and/or maintenance for the **Cactus Ave.** median landscape. In order for the Developer to meet the financial responsibility to maintain the defined service, one of the options as outlined below shall be selected. The Developer must notify Special Districts of intent to request building permits 90 days prior to their issuance and the financial option selected to fund the continued maintenance.

a. Participate in a ballot proceeding for **improved median maintenance** and pay all associated costs with the ballot process and formation costs, if any. Financing may be structured through a Community Services District zone, Community Facilities District, Landscape and Lighting Maintenance District, or other financing structure as determined by the city; or
b. Establish an endowment to cover the future maintenance costs of the landscaped area.

The financial option selected shall be in place prior to the issuance of certificate of occupancy.

SD-10 *Commercial* (BP) If Land Development, a Division of the Community and Economic Development Department, requires this project to supply a funding source necessary to provide, but not limited to, stormwater utilities services for the monitoring of on site facilities and performing annual inspections of the affected areas to ensure compliance with state mandated stormwater regulations, the developer must notify Special Districts 90 days prior to the City's issuance of a building permit and the financial option selected to fund the continued maintenance. (California Government Code)

SD-11 (BP) Prior to release of building permit, the developer, or the developer's successors or assignees, shall record with the County Recorder's Office a **Covenant of Assessments** for each assessable parcel therein, whereby the developer covenants the existence of the Moreno Valley Community Services District, its established benefit zones, and that said parcel(s) is (are) liable for payment of annual benefit zone charges and the appropriate National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate schedule when due. A copy of the recorded Covenant of Assessments shall be submitted to the Special Districts Division. For a copy of the Covenant of Assessments form, please contact Special Districts, phone 951.413.3480.

PUBLIC WORKS DEPARTMENT – TRANSPORTATION ENGINEERING DIVISION

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

Based on the information contained in our standard review process we recommend the following conditions of approval be placed on this project:

General Conditions

TE1. Cactus Avenue is classified as a Divided Major Arterial – Reduced Cross Section (120'RW/102'CC) per City Standard No. 102A. Any improvements to the roadway shall be per City standards. Traffic signal interconnect shall be installed along project frontage per City Standard Plan No. 421.

TE2. Graham Street is classified as a Minor Arterial (88' RW/64' CC) per City Standard Plan No. 105A. Any improvements to the roadway shall be per City standards. Traffic signal interconnect shall be installed along project frontage per City Standard Plan No. 421.

TE3. Frederick Street is classified as a Minor Arterial (88' RW/64' CC) per City Standard Plan No. 105A. Any improvements to the roadway shall be per City standards.

TE4. Brodiaea Avenue is classified as an Industrial Collector Street (78' RW/56' CC) per City Standard Plan No. 106. Any improvements to the roadway shall be per City standards.

TE5. Driveways shall conform to Section 9.11.080, and Table 9.11.080-14 of the City's Development Code – Design Guidelines and City of Moreno Valley Standard No. 118C for commercial driveway approach. Driveways wider than City standards (maximum of 40 feet) shall be constructed as an intersection with access ramps per City Standard 214A, including any necessary signing and markings, as determined by the City Traffic Engineer.

TE6. Each gated entrance shall be provided with the following:

a) A storage lane with a minimum of 75 feet queuing length for entering traffic. Driveway 4 located on Cactus Avenue (replacing existing Joy Street) shall be wide enough for two inbound lanes.
b) Signing and striping.

All of these features must be kept in working order.

TE7. Conditions of approval may be modified or added if a phasing plan is submitted for

this development.

Prior to Improvement Plan Approval or Construction Permit

TE8. Prior to final approval of the street improvement plans, a bus bay per City Standard Plan No. 121 shall be designed for northbound Frederick Street, just north of Cactus Avenue.

TE9. Prior to final approval of the street improvement plans, the intersection of Cactus Avenue at Elsworth Street shall be redesigned such that the crosswalk on the west leg of the intersection is removed. Required improvements may include but not be limited to reconstructing pedestrian access ramps, installation of new signing and striping, removal and installation of pedestrian signal heads, removal and installation of pedestrian push buttons, etc. A City Capital Project may receive funding for the construction of the third eastbound lane from the I-215 interchange to Veteran's Way providing needed capacity at the Cactus Avenue at Elsworth Street intersection. If this Capital Project is funded with construction scheduled to begin prior to the final certificate of occupancy, then the crosswalk modification may be reassessed at the discretion of the City Traffic Engineer and the condition may be waived.

TE10. Prior to the final approval of the street improvement plans, a signing and striping plan shall be prepared per City of Moreno Valley Standard Plans - Section 4 for all streets with a cross section of 66'/44' and wider.

TE11. Prior to issuance of a construction permit, construction traffic control plans prepared by a qualified, registered Civil or Traffic engineer may be required for plan approval or as required by the City Traffic Engineer.

TE12. Prior to final approval of the street improvement plans, the project plans shall demonstrate that sight distance at proposed streets and driveways conforms to City Standard Plan No. 125A, B, C.

Prior to Building Permit

TE13. (BP) Prior to the issuance of Building Permits, the project applicant shall make a fair-share payment to the City of Moreno Valley for the removal of the crosswalk located on the west leg of the Cactus Avenue at Graham Street intersection. The fair-share payment shall be based upon the findings in the project EIR and an engineer's estimate that will include but not be limited to pedestrian access ramp construction/reconstruction, modified signing and striping, removal and installation of pedestrian signal heads, removal and installation of pedestrian push buttons, etc.

TE14. (BP) Prior to the issuance of Building Permits, traffic signal plans (if required) shall be prepared by a registered civil or electrical engineer and submitted to the City for

the intersection identified in Condition TE15. The Traffic signal shall be modified prior to issuance of a Certificate of Occupancy, if necessary.

Prior to Certificate of Occupancy or Building Final

TE15. (CO) Prior to issuance of a certificate of occupancy, the traffic signal at Cactus Avenue and Driveway 4 (existing Joy Street) shall be modified as necessary and fully operational to the satisfaction of the City Traffic Engineer.

TE16. (CO) Prior to issuance of a certificate of occupancy, the improvements identified in conditions TE8 and TE9 shall be constructed per the approved plans.

Prior to Acceptance of Streets into the City-maintained Road System

TE17. Prior to acceptance of streets into the City-maintained road system, all approved signing and striping shall be installed per current City Standards and the approved plans.

PUBLIC WORKS DEPARTMENT – MORENO VALLEY UTILITY

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Moreno Valley Utility's Conditions of Approval for project(s) PA12-0019 thru -0022; this project shall be completed at no cost to any Government Agency. All questions regarding Moreno Valley Utility's Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from Moreno Valley Utility (the Electric Utility Division) of the Public Works Department 951.413.3500. The applicant is fully responsible for communicating with Moreno Valley Utility staff regarding their conditions.

Prior to Energizing MVU Electric Utility System and Certificate of Occupancy

MVU1. (R) For single family subdivisions, a three foot easement along each side yard property line shall be shown on the final map and offered for dedication to the City of Moreno Valley for public utility purposes, unless otherwise approved by the City Engineer. If the project is a multi-family development, townhome, condominium, apartment, commercial or industrial project, and it requires the installation of electric distribution facilities within common areas, a non-exclusive easement shall be provided to Moreno Valley Utility to include all such common areas. All easements shall include the rights of ingress and egress for the purpose of operation, maintenance, facility repair, and meter reading.

MVU2. (BP) **City of Moreno Valley Municipal Utility Service – Electrical Distribution**: Prior to constructing the MVU Electric Utility System, the developer shall submit a detailed engineering plan showing design, location and schematics for the utility system to be approved by the City Engineer. In accordance with Government Code Section 66462, the Developer **shall** execute an agreement with the City providing for the installation, construction, improvement and dedication of the utility system following recordation of final map and concurrent with trenching operations and other subdivision improvements so long as said agreement incorporates the approved engineering plan and provides financial security to guarantee completion and dedication of the utility system.

The Developer **shall** coordinate and receive approval from the City Engineer to install, construct, improve, and dedicate to the City, or the City's designee, all utility infrastructure (including but not limited to conduit, equipment, vaults, ducts, wires, switches, conductors, transformers, resistors, amplifiers, and "bring-up" facilities including electrical capacity to serve the identified development and other adjoining/abutting/ or benefiting projects as determined by Moreno Valley Utility) – collectively referred to as "utility system" (to and through the development), along with any appurtenant real property easements, as

determined by the City Engineer to be necessary for the distribution and /or delivery of any and all "utility services" to each lot and unit within the Tentative Map. For purposes of this condition, "utility services" shall mean electric, cable television, telecommunication (including video, voice, and data) and other similar services designated by the City Engineer. "Utility services" shall not include sewer, water, and natural gas services, which are addressed by other conditions of approval. Properties within development may be subject to an electrical system capacity charge and that contribution will be collected prior to issuance of building permits.

The City, or the City's designee, shall utilize dedicated utility facilities to ensure safe, reliable, sustainable and cost effective delivery of utility services and maintain the integrity of streets and other public infrastructure. Developer shall, at developer's sole expense, install or cause the installation of such interconnection facilities as may be necessary to connect the electrical distribution infrastructure within the project to the Moreno Valley Utility owned and controlled electric distribution system. Alternatively, developer may cause the project to be included in or annexed to a community facilities district established or to be established by the City for the purpose of financing the installation of such interconnection and distribution facilities. The project shall be deemed to have been included in or annexed to such a community facilities district upon the expiration of the statute of limitations to any legal challenges to the levy of special taxes by such community facilities district within the property. The statute of limitations referred to above will expire 30 days after the date of the election by the qualified electors within the project to authorize the levy of special taxes and the issuance of bonds.

MVU3. This project may be subject to a Reimbursement Agreement. The project is responsible for a proportionate share of costs associated with electrical distribution infrastructure previously installed that directly benefits the project. The project may be subject to a system wide capacity charge in addition to the referenced reimbursement agreement. Payment(s) shall be required prior to issuance of building permit(s).

POLICE DEPARTMENT

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects

Standard Conditions

PD1. Prior to the start of any construction, temporary security fencing shall be erected. The fencing shall be a minimum of six (6) feet high with locking, gated access and shall remain through the duration of construction. Security fencing is required if there is: construction, unsecured structures, unenclosed storage of materials and/or equipment, and/or the condition of the site constitutes a public hazard as determined by the Public Works Department. If security fencing is required, it shall remain in place until the project is completed or the above conditions no longer exist. (MC 9.08.080)

PD2. (GP) Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the following:

a. The name (if applicable) and address of the development.

b. The developer's name, address, and a 24-hour emergency telephone number. (MC 9.08.080)

PD3. (CO) Prior to the issuance of a Certificate of Occupancy, an Emergency Contact Information Form for the project shall be completed at the permit counter of the Community & Economic Development Department - Building Division for routing to the Police Department. (MC 9.08.080)

EXHIBIT C

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL FOR
PLOT PLAN PA12-0021 FOR A WAREHOUSE DISTRIBUTION FACILTY
ASSESSOR'S PARCEL NUMBERS: 297-170-064, -065, and -082

APPROVAL DATE:
EXPIRATION DATE:

_X_ Planning (P), including Building (B), School District (S), Post Office (PO)
_X_ Fire Prevention Bureau (F)
_X_ Land Development (LD)
_X_ Public Works – Special Districts (SD)
_X_ Public Works – Transportation Engineering (TE)
_X_ Public Works – Moreno Valley Utilities (MVU)
___ Parks & Community Services (PCS)
_X_ Police (PD)

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Planning Division

P1. Approval of Plot Plan PA12-0021 is subject to certification of an Environmental Impact Report (P12-057).

P2. Plot Plan PA12-0021 has been approved for development of a 607,920 square foot warehouse distribution facility. This project will include 100 dock doors and a maximum of 10,000 square feet of office. Required parking for this use equates to a total of 208 employee/visitor parking spaces and 100 truck/trailer parking spaces.

P3. A mitigation monitoring fee, as provided by City ordinance, shall be paid by the applicant within 30 days of project approval. No City permit or approval shall be issued until such fee is paid. (CEQA)

P4. Bicycle racks shall be provided at a minimum of five (5) percent of the required vehicular parking and shall be located near the designated office area(s).

P5. The gates into truck loading and parking areas that are within view of a public

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Timing Mechanisms for Conditions (see abbreviation at beginning of affected condition):

R - Map Recordation	GP - Grading Permits	CO - Certificate of Occupancy or building final
WP - Water Improvement Plans	BP - Building Permits	P - Any permit

Governing Document (see abbreviation at the end of the affected condition):

GP - General Plan	MC - Municipal Code	CEQA - California Environmental Quality Act
Ord - Ordinance	DG - Design Guidelines	Ldscp - Landscape Development Guidelines and Specs
Res - Resolution	UFC - Uniform Fire Code	UBC - Uniform Building Code
	SBM - Subdivision Map Act	

street shall be of solid metal construction or wrought iron with mesh to screen the interior of the loading area.

P6. This project shall comply with South Coast Air Quality Management District (SCAQMD) rules related to dust generation (Rule 403) and the use of architectural coatings (Rule 1113).

P7. The design of all swales and basins that are visible from the public right-of-way shall be integrated with the surrounding landscape areas.

P8. Screening walls of decorative block or concrete tilt-up construction and 14 feet in height shall be provided to fully screen the truck loading and parking area for from view from along the southern, western, northern, and eastern property lines.

P9. Enhanced landscape shall be provided in the planter areas near each driveway and near the office portions of the facilities.

P10. All loudspeakers, bells, gongs, buzzers or other noise attention devices installed on the project site shall be designed to ensure that the noise level at all property lines will be at or below 55 dBA for consistency with the Municipal Code.

P11. Loading or unloading activities shall be conducted from the truck bays or designated loading areas only. (MC 9.10.140, CEQA)

P12. No outdoor storage is permitted on the project site, except for truck and trailer storage in designated areas within the screened truck courts.

P13. This approval shall expire three years after the approval date of this project unless used or extended as provided for by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever. Use means the beginning of substantial construction contemplated by this approval within the three-year period, which is thereafter pursued to completion, or the beginning of substantial utilization contemplated by this approval. (MC 9.02.230)

P14. PA12-0020 shall be developed in accordance with the approved plans on file in the Community & Economic Development Department - Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the City Planning Official. (MC 9.14.020)

P15. The developer, or the developer's successor-in-interest, shall be responsible for maintaining any undeveloped portion of the project site in a manner that provides

for the control of weeds, erosion and dust. (MC 9.02.030)

P16. A drought tolerant, low water using landscape palette shall be utilized throughout the project.

P17. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)

P18. Any signs indicated on the submitted plans are not included with this approval. Any signs proposed for this development shall be designed in conformance with the sign provisions of the Municipal Code or approved sign program, if applicable, and shall require separate application and approval by the Community & Economic Development Department - Planning Division. (MC 9.12.020)

Prior to Issuance of Grading Permits

P19. (GP) All site plans, grading plans, landscape and irrigation plans, fence/wall plans, lighting plans and street improvement plans shall be coordinated for consistency with this approval.

P20. (GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community & Economic Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

If human remains are discovered, work in the affected area shall cease immediately and the County Coroner shall be notified. If it is determined that the remains are potentially Native American, the California Native American Heritage Commission and any and all affected Native American Indians tribes such as the Morongo Band of Mission Indians or the Pechanga Band of Luiseno Indians shall be notified and appropriate measures provided by State law shall be implemented. (GP Objective 23.3, DG, CEQA).

P21. (GP) Prior to the issuance of grading permits, final erosion control landscape and irrigation plans for all cut or fill slopes over 3 feet in height shall be submitted to the Planning Division for review and approval for the phase in process. The plans shall be designed in accordance with the slope erosion plan as required by the City Engineer for that phase. Man-made slopes greater than 10 feet in height shall be "land formed" to conform to the natural terrain and shall be landscaped and

stabilized to minimize visual scarring. (GP Objective 1.5, MC 9.08.080, DG)

P22. (GP) Prior to approval of any grading permit, the developer shall submit for review and approval of a tree plan to the Planning Division. The plan shall identify all mature trees (4 inch trunk diameter or larger) on the subject property, City right-of-way or Caltrans right-of-way. Using the grading plan as a base, the plan shall indicate trees to be relocated, retained, and removed. Replacement trees shall be: shown on the plan; be a minimum size of 24 inch box; and meet a ratio of three replacement trees for each mature tree removed or as approved by the Community Development Director. (GP Objective 4.4, 4.5, DG)

P23. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephens' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)

P24. (GP) Prior to approval of any grading permits, plans for any security gate system shall be submitted to the Community Development Department - Planning Division for review and approval.

P25. (GP) On final grading plans, reduce or eliminate drive aisles areas in excess of thirty (30) foot width required by Fire Prevention Bureau. Reallocate areas to landscaping or other pervious treatments.

P26. (GP) Prior to issuance of any grading permits, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein.

P27. (GP) Prior to the issuance of grading permits, the grading plan shall show decorative treatment for all driveway ingress/egress locations of the project. Accessible pedestrian pathways interior to the site cannot be painted. If delineation is necessary, then an alternative material is required.

P28. (GP) Prior to the issuance of a grading permit, all required planter areas, curbs, including twelve-inch concrete step outs, and required parking space striping shall be shown on the precise grading plan.

P29. (GP) Prior to the issuance of grading permits, the following burrowing owl survey requirements shall be incorporated into the grading plans in accordance with the Riverside County Multi-species Habitat Conservation Plan: Within 30 days of and prior to disturbance, a burrowing owl focused survey shall be conducted by a qualified biologist using accepted protocols. The survey shall be submitted to the Planning Division for review and approval.

P30. (GP) Prior to issuance of grading permits, landscape plans (trees, shrubs and groundcover) for basins maintained by a POA or other private entity shall be

submitted to the Planning Division for review and approval for the sides and/or slopes. A hydroseed mix with irrigation is acceptable for the bottom of all the basin areas. All detention basins shall include trees, shrubs and groundcover up to the concreted portion of the basin. A solid decorative wall with pilasters, tubular steel fence with pilasters or other fence or wall approved by the Community Development Director is required to secure all water quality and detention basins more than 18 inches in depth.

P31. (GP) Prior to issuance of grading permits, the developer shall submit wall/fence plans to the Planning Division for review and approval as follows:

A. A 3 foot high decorative wall, hedge or berm shall be placed in setback areas adjacent to a parking lot.
B. Any proposed retaining walls shall also be decorative in nature.
C. A 14 foot tall solid wall of decorative block with pilasters and a cap or concrete tilt-up construction shall be provided to screen the trucks, parked trailers and the loading areas and loading docks shall be built along the Brodiaea Avenue frontage.

<u>Prior to Issuance of Building Permits</u>

P32. (BP) Prior to issuance of building permits, the Community & Economic Development Department - Planning Division shall review and approve the location and method of enclosure or screening of transformer cabinets, commercial gas meters and back flow preventers as shown on the final working drawings. Location and screening shall comply with the following criteria: transformer cabinets and commercial gas meters shall not be located within required setbacks and shall be screened from public view either by architectural treatment or with landscaping; multiple electrical meters shall be fully enclosed and incorporated into the overall architectural design of the building(s); back-flow preventers shall be screened by landscaping that will provide complete screening upon maturity. (GP Objective 43.30, DG)

P33. (BP) Prior to issuance of building permits, screening details shall be addressed on plans for roof top equipment and trash enclosures submitted for Community & Economic Development Department - Planning Division review and approval. All equipment shall be completely screened so as not to be visible from public view, and the screening shall be an integral part of the building. For trash enclosures, landscaping shall be included on at least three sides. The trash enclosure, including any roofing, shall be compatible with the architecture for the building(s). (GP Objective 43.6, DG)

P34. (BP) Prior to issuance of building permits, two copies of a detailed, on-site, computer generated, point-by-point comparison lighting plan, including exterior building, parking lot, and landscaping lighting, shall be submitted to the Community & Economic Development Department - Planning Division for review and approval. The lighting plan shall be generated on the plot plan and shall be integrated with the final landscape plan. The plan shall indicate the manufacturer's specifications

for light fixtures used and shall include style, illumination, location, height and method of shielding. The lighting shall be designed in such a manner so that it does not exceed 0.5 foot candles illumination beyond at the property line. The lighting level for all parking lots or structures shall be a minimum coverage of one foot-candle of light with a maximum of eight foot-candles. After the third plan check review for lighting plans, an additional plan check fee will apply. (MC 9.08.100, DG)

P35. (BP) Prior to issuance of building permits or as permitted by current City policy, the developer or developer's successor-in-interest shall pay all applicable impact fees, including but not limited to Transportation Uniform Mitigation fees (TUMF), Multi-species Habitat Conservation Plan (MSHCP) mitigation fees, and the City's adopted Development Impact Fees. (Ord)

P36. (BP) Prior to issuance of building permits, final landscaping and irrigation plans shall be submitted to the Community & Economic Development Department - Planning Division for review. All landscape plans shall be approved prior to the release of any building permits for the site. After the third plan check review for landscape plans, an additional plan check fee shall apply. The plans shall be prepared in accordance with the City's Landscape Standards and Specifications and shall include:

A. A landscape berm, hedge or a maximum 3 foot decorative wall is required adjacent to parking areas along public rights-of-way.
B. All finger and end planters shall be included at an interval of one per 12 parking stalls, be a minimum 5' x 16', and include additional 12" concrete step-outs and 6" curbing. (MC9.08.230, City's Landscape Standards)
C. All diamond planters shall be included at an interval of one per 3 parking stalls.
D. Drought tolerant landscape shall be provided. Sod shall be limited to public gathering areas only and not be included along the perimeter of the project site.
E. On site trees shall be planted at an equivalent of one (1) tree per thirty (30) linear feet of building dimension. Trees may be massed for pleasing aesthetic effects.
F. **Enhanced landscaping shall be included at all driveway and corner locations,**
G. All site perimeter and parking lot landscape and irrigation shall be installed prior to the release of certificate of any occupancy permits for the site or pad in question.
H. The review of all utility boxes, transformers etc. shall be coordinated to provide adequate screening from public view. (Landscape Guidelines)
I. **Street trees planted at 40 feet on center spacing shall be provided along the site's Brodiaea Avenue and Graham Street frontages.**
J. **Along property boundaries visible from the public view and accessible to the general public, trees shall be planted at a rate of one tree per 30 linear feet of the interior property line. Tree clusters may satisfy this requirement.**

K. **The design of all swales and basins that are visible from the public right-of-way shall be integrated with the surrounding landscape areas.**

P37. (BP) Prior to the issuance of building permits, all fences and walls required or proposed on site, shall be approved by the Community & Economic Development Director. (MC 9.08.070)

P38. (BP) Prior to the issuance of building permits, downspouts will be interior to the building, or if exterior, integrated into the architecture of the building to include compatible colors and materials to the satisfaction of the Community & Economic Development Director.

P39. (BP) Prior to the issuance of building permits the building site plan shall include decorative concrete or pavers for all driveway ingress/egress locations for the project.

P40. (BP) Prior to issuance of any building permits, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein. (CEQA)

<u>Prior to Issuance of Certificate of Occupancy or Building Final</u>

P41. (CO) Prior to issuance of any Certificates of Occupancy or building final, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein. (CEQA) (Advisory)

P42. (CO) Prior to the issuance of Certificates of Occupancy or building final, all required and proposed fences and walls shall be constructed according to the approved plans on file in the Community & Economic Development Department – Planning Division. (MC 9.080.070).

P43. (CO) Prior to issuance of Certificate of Occupancy or building final, installed landscaping and irrigation shall be reviewed by the Community & Economic Development Department - Planning Division. The landscaping shall be installed in accordance with the City's Landscape Standards and the approved landscape plans.

P44. (CO) All rooftop equipment shall be appropriately screened and not visible from the public rights of way.

P45. (CO) Prior to issuance of a certificate of occupancy or building final, the project shall install a photovoltaic array (solar panels) or other source of renewable energy generation on-site, or otherwise acquire energy from the local utility that has been generated by renewable resources, to meet the project's office electricity needs.

MITIGATION MEASURES

Traffic and Circulation

P46. **4.2.1** Elsworth Street and Cactus Avenue Improvements:
Prior to issuance of the first Certificate of Occupancy, the Project Applicant shall construct the following improvement.
• Remove the existing southbound crosswalk (i.e., the crosswalk on the western leg of the intersection) to provide additional "green time" to other approaches. This removal shall be accomplished in a manner consistent with applicable regulations, including but not limited to Chapter 3B of the 2012 California Manual on Uniform Traffic Control Devices (MUTCD), and Section 21950.5 of the California Vehicle Code. The existing crosswalks on the north, east and south legs of the intersection shall be maintained.

P47. **4.2.2** I-215 Southbound Ramps at Cactus Avenue Improvement:
• Construct a second westbound through lane.
This improvement will be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of I-215 Southbound Ramps at Cactus Avenue.

P48. **4.2.3** I-215 Northbound Ramps at Cactus Avenue Improvements:
• Construct a second northbound left-turn lane;
• Re-stripe the existing eastbound shared through/right-turn lane as the third through lane;
• Construct a dedicated eastbound right-turn lane;
• Construct a third westbound through lane; and
• Construct a dedicated westbound right-turn lane.
These improvements will be funded through participating in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of I-215 Northbound Ramps at Cactus Avenue.

P49. **4.2.4** Elsworth Street at Cactus Avenue Improvement:
• Construct a third eastbound through lane.
This improvement will be funded through participation in the TUMF and/or DIF program(s). The Project will pay required fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Elsworth Street at Cactus Avenue.

P50. **4.2.5** Frederick Street at Cactus Avenue Improvements:
• Construct a third eastbound through lane; and
• Construct a third westbound through lane.

These improvements will be funded through participating in the TUMF and/or DIF program(s). The Project will pay required fees,
thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Frederick Street at Cactus Avenue.

P51. **4.2.6** Graham Street at Cactus Avenue Improvements:
• Remove the existing southbound crosswalk (i.e., crosswalk on the west leg) to provide additional green time to other approaches; and
• Construct a third eastbound through lane.
These improvements will be funded through participating in the TUMF and/or DIF program(s). The Project will pay required fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Graham Street at Cactus Avenue.

Air Quality

P52. **4.3.1** Pursuant to SCAQMD Rule 403 requirements:
• All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.
• The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.
• The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are limited to 15 miles per hour or less.

P53. **4.3.2** A sign shall be posted on-site stating that construction workers shall not idle diesel engines in excess of five minutes.

P54. **4.3.3** During grading activities, total horsepower-hours per day for all equipment shall not exceed 13,568 horsepower-hours per day and the maximum disturbance (actively graded) area shall not exceed four acres per day.

P55. **4.3.4** Only "Zero-Volatile Organic Compounds" paints (no more than 150 gram/liter of VOC) and/or High Pressure Low Volume (HPLV) applications consistent with South Coast Air Quality Management District Rule 1113 shall be used.

P56. **4.3.5** The Project truck access gates and loading docks site shall be posted with signs which state:
• Truck drivers shall turn off engines when not in use;
• Diesel delivery trucks servicing the Project shall not idle for more than three minutes; and

• Telephone numbers of the building facilities manager and the CARB to report violations.

P57. **4.3.6** The Project's final site design shall allow for trucks to check-in within the facility area to prevent queuing of trucks outside the facility.

P58. **4.3.7** The building roof shall be designed and constructed to accommodate solar panels.

P59. **4.3.8** Prior to issuance of the first Certificate of Occupancy, the Project shall install a photovoltaic array (solar panels) or other source of renewable energy generation onsite, or otherwise acquire energy from the local utility that has been generated by renewable resources, to meet the Project's office electrical needs.

P60. **4.3.9** The Project shall provide secure, weather-protected on-site bicycle storage/parking. Bicycle storage parking/quantity and location shall be consistent with City of Moreno Valley requirements. The Project shall provide pedestrian and bicycle connections to surrounding areas, consistent with provisions of the City of Moreno Valley General Plan. Location and configurations of proposed pedestrian and bicycle connections are subject to review and approval by the City. Prior to Final Site Plan approval, pedestrian and bicycle connections shall be indicated on the Project Site Plan. The Project shall provide onsite showers (one for males and one for females). Lockers for employees shall be provided.

Noise

P61. **4.4.1** During all Project site construction, the construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. The construction contractor shall place all stationary construction equipment so that emitted noise is directed away from the noise sensitive receptors nearest the project site.

P62. **4.4.2** The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise sensitive receptors nearest the project site during all Project construction.

P63. **4.4.3** The construction contractor shall limit haul truck deliveries to weekdays between the hours of 7:00 a.m. and 8:00 p.m., or the same hours specified for construction equipment. Haul routes that utilize only City-designated truck routes shall be identified on construction plans. The Project construction manager shall be responsible for ensuring that all contractors operate in compliance with construction plan specifications.

P64. **4.4.4** All trucks, tractors, and forklifts shall be operated with proper operating and well maintained mufflers.

P65. **4.4.5** Maintain quality pavement conditions that are free of bumps to minimize truck noise.

P66. **4.4.6** The truck access gates and loading docks within the truck court on the project site shall be posted with signs which state:
• Truck drivers shall turn off engines when not in use;
• Diesel trucks servicing the Project shall not idle for more than five minutes; and
• Post telephone numbers of the building facilities manager to report violations.

Biological Resources

P67. **BR-1** If possible, all vegetation removal activities shall be scheduled from August 1 to February 1, which is outside the general avian nesting season. This would ensure that no active nests would be disturbed and that removal could proceed rapidly. If vegetation is to be cleared during the nesting season (February 15 – July 31), all suitable habitat will be thoroughly surveyed within 72 hours prior to clearing for the presence of nesting birds by a qualified Project biologist. The Project biologist shall be retained by the Applicant and vetted by the City. The survey results shall be submitted by the Project Applicant to the City Planning Department. If any active nests are detected, the area shall be flagged and mapped on the construction plans along with a minimum 300-foot buffer and up to 500 feet for raptors, with the final buffer distance to be determined by the qualified biologist. The buffer area shall be avoided until the nesting cycle is complete or it is determined that the nest has failed. In addition, the biologist will be present on the site to monitor the vegetation removal to ensure that any nests, which were not detected during the initial survey, are not disturbed.

P68. **BR-2** Within 30 days prior to site clearing activities, a pre-construction burrowing owl survey shall be conducted to document the presence/absence of any occupied owl burrows. Any owls present shall be passively or actively relocated following CDFG approved protocols, and with CDFG permission, prior to commencement of clearing. The survey shall be submitted to the City Planning Department prior to issuance of a grading permit.

P69. **BR-3** Prior to the issuance of a grading permit, the Project Applicant shall be responsible for ensuring that a biological resources survey is conducted for the Project site during nesting season (February 15 to July 31) by a qualified biologist, consistent with the policies of the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP). This survey will specifically address the identification of potential burrowing owl (Athena cunicularia) habitat, and the protection of species associated with riparian/riverine areas and vernal pools. The results of this biological survey shall be submitted to the City for review. If the City finds that the Project, in its final design, would involve areas of burrowing owl occupation, and/or areas of riparian or riverine resources, the following requirements would apply:
• If the site contains, or is part of an area supporting less than 35 acres of suitable burrowing owl habitat, or the survey reveals that the site and the surrounding area

supports fewer than three pairs of burrowing owls, then the on-site burrowing owls will be passively or actively relocated following accepted protocols.

• If the site (including adjacent areas) supports three or more pairs of burrowing owls, supports greater than 35 acres of suitable habitat and is non-contiguous with MSHCP Conservation Area lands, at least 90 percent of the area with long-term conservation value and burrowing owl pairs will be conserved onsite.

• If the 90 percent threshold cannot be met, the City of Moreno Valley, as a permittee of the MSHCP, must make a Determination of Biologically Equivalent or Superior Preservation.

• If riparian/riverine resources are present onsite and cannot be avoided, a Determination of Biologically Equivalent or Superior Preservation will be required.

Building and Safety Division

B1. The above project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as all other city ordinances. All new projects shall provide a soils report. Plans shall be submitted to the Building Department as a separate submittal.

Prior to final inspection, all plans will be placed on a CD Rom for reference and verification. Plans will include "as built" plans, revisions and changes. The CD will also include Title 24 energy calculations, structural calculations and all other pertinent information. It will be the responsibility of the developer and or the building or property owner(s) to bear all costs required for this process. The CD will be presented to the Building Department for review prior to final inspection and building occupancy. The CD will become the property of the Moreno Valley Building Department at that time. In addition, a site plan showing the path of travel from public right of way and building to building access with elevations will be required.

B2. (BP) Prior to the issuance of a building permit, the applicant shall submit a properly completed "Waste Management Plan" (WMP), as required, to the Compliance Official (Building Official) as a portion of the building or demolition permit process.

SCHOOL DISTRICT

S1. (BP) Prior to issuance of building permits, the developer shall provide to the Community Development Director a written certification by the affected school district that either: (1) the project has complied with the fee or other exaction levied on the project by the governing board of the district, pursuant to Government Code Section 65996; or (2) the fee or other requirement does not apply to the project.

UNITED STATES POSTAL SERVICE

PO1. (BP) Prior to the issuance of building permits, the developer shall contact the U.S. Postal Service to determine the appropriate type and location of mailboxes.

FIRE PREVENTION BUREAU

1. **Fire lanes shall be a minimum of 30'wide for this structure.**
2. **Applicant shall provide a "preplanned impairment program" plan for approval prior to commencing any construction that will affect the fire protection systems or water supply. CFC 907.4**
3. **The following Standard Conditions shall apply.**

With respect to the conditions of approval, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.

F2. The Fire Prevention Bureau is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering __4000__ GPM for _4_ hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 507.3, Appendix B) . **The 50% reduction in fire flow was granted for the use of fire sprinklers throughout the facility. The reduction shall only apply to fire flow, hydrant spacing shall be per the fire flow requirements listed in CFC Appendix B and C.**

F3. Industrial, Commercial, Multi-family, Apartment, Condominium, Townhouse or Mobile Home Parks. A combination of on-site and off-site super enhanced fire hydrants (6" x 4" x 4" x 2 ½") shall not be closer than 40 feet and more than 150 feet from any portion of the building as measured along approved emergency vehicular travel ways. The required fire flow shall be available from any adjacent fire hydrant(s) in the system. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, super or enhanced fire hydrants as determined by the fire code official shall be provided at spacing not to exceed 500 feet of frontage for transportation hazards. (CFC 507.5.7 & MVMC 8.36.060 Section K)

F4. Maximum cul-de-sac or dead end road length shall not exceed 660 feet. The Fire Chief, based on City street standards, shall determine minimum turning radius for fire apparatus based upon fire apparatus manufacture specifications. (CFC 503.2)

F5. During phased construction, dead end roadways and streets which have not been completed shall have a turn-around capable of accommodating fire apparatus. (CFC 503.2 and 503.2.5)

F6. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)

F7. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)

F8. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less than thirty (30) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches. (CFC 503.2.1 and MVMC 8.36.060[E])

F9. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.060[G])

F10. If construction is phased, each phase shall provide an approved emergency vehicular access way for fire protection prior to any building construction. (CFC 501.4)

F11. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3)

F12. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5)

F13. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)

F14. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Fire Prevention Bureau for review. Plans shall:

a) Be signed by a registered civil engineer or a certified fire protection engineer;
b) Contain a Fire Prevention Bureau approval signature block; and

c) Conform to hydrant type, location, spacing of new and existing hydrants and minimum fire flow required as determined by the Fire Prevention Bureau.

After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.

Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 507.5)

F15. Prior to issuance of Certificate of Occupancy or Building Final, "Blue Reflective Markers" shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 509.1)

F16. Prior to issuance of Certificate of Occupancy or Building Final, all commercial buildings shall display street numbers in a prominent location on the street side and rear access locations. The numerals shall be a minimum of twelve (12) inches in height for buildings and six (6) inches in height for suite identification on a contrasting background. Unobstructed lighting of the address(s) shall be by means approved by the Fire Prevention Bureau and Police Department. In multiple suite centers (strip malls), businesses shall post the name of the business on the rear door(s). (CFC 505.1)

F17. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9)

F18. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire alarm system monitored by an approved Underwriters Laboratory listed central station based on a requirement for monitoring the sprinkler system, occupancy or use. Fire alarm panel shall be accessible from exterior of building in an approved location. Plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9 and MVMC 8.36.100)

F19. Prior to issuance of a Certificate of Occupancy or Building Final, a "Knox Box Rapid Entry System" shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Chief. All exterior security emergency access gates shall be electronically operated and be provided with Knox key switches for access by emergency personnel. (CFC 506.1)

F20. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall be responsible for obtaining underground and/or above ground tank permits for the storage of combustible liquids, flammable liquids, or any other hazardous materials from both the County of Riverside Community Health Agency Department of Environmental Health and the Fire Prevention Bureau. (CFC 105)

F21. Prior to issuance of Certificate of Occupancy, approval shall be required from the County of Riverside Community Health Agency (Department of Environmental Health) and Moreno Valley Fire Prevention Bureau to maintain, store, use, handle materials, or conduct processes which produce conditions hazardous to life or property, and to install equipment used in connection with such activities. (CFC 105)

F22. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.

F23. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503 and MVMC 8.36.060)

F24. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.060)

F25. Prior to construction, "private" driveways over 150 feet in length shall have a turn-around as determined by the Fire Prevention Bureau capable of accommodating fire apparatus. Driveway grades shall not exceed 12 percent. (CFC 503 and MVMC 8.36.060)

F26. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.

F27. A permit is required to maintain, store, use or handle materials, or to conduct processes which produce conditions hazardous to life or property, or to install equipment used in connection with such activities. Such permits shall not be

construed as authority to violate, cancel or set aside any of the provisions of this code. Such permit shall not take the place of any license required by law. Applications for permits shall be made to the Fire Prevention Bureau in such form and detail as prescribed by the Bureau. Applications for permits shall be accompanied by such plans as required by the Bureau. Permits shall be kept on the premises designated therein at all times and shall be posted in a conspicuous location on the premises or shall be kept on the premises in a location designated by the Fire Chief. Permits shall be subject to inspection at all times by an officer of the fire department or other persons authorized by the Fire Chief in accordance with CFC 105 and MVMC 8.36.100.

F28. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14 & CBC Chapter 33)

F29. Prior to issuance of Certificate of Occupancy, permits are required to store, dispense, use or handle hazardous material. Each application for a permit shall include a hazardous materials management plan (HMMP). The location of the HMMP shall be posted adjacent to (other) permits when an HMMP is provided. The HMMP shall include a facility site plan designating the following:

a) Storage and use areas;
b) Maximum amount of each material stored or used in each area;
c) Range of container sizes;
d) Locations of emergency isolation and mitigation valves and devises;
e) Product conveying piping containing liquids or gases, other than utility-owned fuel gas lines and low-pressure fuel gas lines;
f) On and off positions of valves for valves which are of the self-indicating type;
g) Storage plan showing the intended storage arrangement, including the location and dimensions of aisles. The plans shall be legible and approximately to scale. Separate distribution systems are allowed to be shown on separate pages; and
h) Site plan showing all adjacent/neighboring structures and use.

NOTE: Each application for a permit shall include a hazardous materials inventory statement (HMIS).

F30. Before a Hazardous Materials permit is issued, the Fire Chief shall inspect and approve the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used. In instances where laws or regulations are enforceable by departments other than the Fire Prevention Bureau, joint approval shall be obtained from all departments concerned. (CFC Chapter 27)

F31. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 105)

F32. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 105)

F33. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 105)

F34. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.8)

F35. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Chapter 1)

F36. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)

F37. Prior to Certificate of Occupancy all locations where medians are constructed and prohibit vehicular ingress/egress into or away from the site, provisions must be made to construct a median-crossover at all locations determined by the Fire Marshal and the City Engineer. Prior to the construction, design plans will be submitted for review and approval by the City Engineer and all applicable inspections conducted by Land Development Division.

F38. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.

COMMUNITY & ECONOMIC DEVELOPMENT – LAND DEVELOPMENT DIVISION

The following are the Community & Economic Development Department – Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Community & Economic Development Department – Land Development Division.

General Conditions

LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City's Municipal Code. (MC)

LD2. (G) The developer shall make appropriate offers of dedication by separate instrument or by final map when and if one is submitted. The City Engineer may require the construction of necessary utilities, streets or other improvements beyond the project boundary, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public.

LD3. (G) It is understood that the plot plan correctly shows all existing easements, traveled ways, and drainage courses, and that their omission may require the plans associated with this application to be resubmitted for further consideration. (MC 9.14.040)

LD4. (G) If improvements associated with this project are not initiated within two years of the date of approval of the Public Improvement Agreement, the City Engineer may require that the improvement cost estimate associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the Public Improvement Agreement or issuance of a permit.

LD5. (G) The developer shall monitor, supervise and control all construction and construction supportive activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:

(a) Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.

(b) Observance of working hours as stipulated on permits issued by the Public Works Department.

(c) The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.

(d) All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements shall be adhered to during the grading operations.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

LD6. (G) The developer shall protect downstream properties from damage caused by alteration of drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities. (MC 9.14.110)

LD7. (G) A detailed drainage study shall be submitted to the City Engineer for review and approval at the time of any improvement or grading plan submittal. The study shall be prepared by a registered civil engineer and shall include existing and proposed hydrologic conditions. Hydraulic calculations are required for all drainage control devices and storm drain lines. (MC 9.14.110). Prior to approval of the related improvement or grading plans, the developer shall submit the approved drainage study, on compact disk, in (.pdf) digital format to the Land Development Division of the Community and Economic Development Department.

LD8. (G) The final conditions of approval issued by the Planning Division subsequent to Planning Commission approval shall be photographically or electronically placed on mylar sheets and included in the Grading and Street Improvement plan sets on twenty-four (24) inch by thirty-six (36) inch mylar and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field during grading and construction.

<u>Prior to Grading Plan Approval or Grading Permit</u>

LD9. (GPA) Prior to approval of the grading plans, plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD10. (GPA) Prior to approval of grading plans, the developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:

a. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the City Engineer, lot lines shall be located at the top of slopes.

b. Any grading that creates cut or fill slopes adjacent to the street shall provide erosion control, sight distance control, and slope easements as approved by the City Engineer.

c. A grading permit shall be obtained from the Community and Economic Development Department Land Development Division prior to commencement of any grading outside of the City maintained road right-of-way.

d. All improvement plans are substantially complete and appropriate clearance and at-risk letters are provided to the City. (MC 9.14.030)

e. The developer shall submit a soils and geologic report to the Community and Economic Development Department – Land Development Division. The report shall address the soil's stability and geological conditions of the site.

LD11. (GPA) Prior to grading plan approval, the developer shall select and implement treatment control best management practices (BMPs) that are medium to highly effective for treating Pollutants of Concern (POC) for the project. Projects where National Pollution Discharge Elimination System (NPDES) mandates water quality treatment control best management practices (BMPs) shall be designed per the City of Moreno Valley guidelines or as approved by the City Engineer.

LD12. (GPA) Prior to approval of the grading plans for projects that will result in discharges of storm water associated with construction with a soil disturbance of one or more acres of land, the developer shall submit a Notice of Intent (NOI) and obtain a Waste Discharger's Identification number (WDID#) from the State Water Quality Control Board (SWQCB). The WDID# shall be noted on the grading plans prior to issuance of the first grading permit.

LD13. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall submit two (2) copies of the final project-specific Water Quality Management Plan (WQMP) for review by the City Engineer that :

a. Addresses Site Design Best Management Practices (BMPs) such as minimizing impervious areas, maximizing permeability, minimizes directly connected impervious areas to the City's street and storm drain systems, and conserves natural areas;

b. Incorporates Source Control BMPs and provides a detailed description of their implementation;

c. Incorporates Treatment Control BMPs and provides information regarding design considerations;

d. Describes the long-term operation and maintenance requirements for BMPs requiring maintenance; and

e. Describes the mechanism for funding the long-term operation and maintenance of the BMPs.

A copy of the final WQMP template can be obtained on the City's Website or by contacting the Land Development Division of the Community and Economic Development Department.

LD14. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall record a "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," to provide public notice of the requirement to implement the approved final project-specific WQMP and the maintenance requirements associated with the WQMP.

A boilerplate copy of the "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," can be obtained by contacting the Land Development Division of the Community and Economic Development Department.

LD15. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall secure approval of the final project-specific WQMP from the City Engineer. The final project-specific WQMP shall be submitted at the same time of grading plan submittal. The approved final WQMP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format prior to grading plan approval.

LD16. (GPA) Prior to the grading plan approval, or issuance of a building permit as determined by the City Engineer, the approved final project-specific WQMP shall be incorporated by reference or attached to the project's Storm Water Pollution Prevention Plan as the Post-Construction Management Plan.

LD17. (GPA) Prior to grading plan approval, the developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the state's Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at the project site and be available for review upon request. The SWPPP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format.

LD18. (GPA) Prior to the approval of the grading plans, the developer shall pay applicable remaining grading plan check fees.

LD19. (GP) Prior to issuance of a grading permit, or building permit when a grading permit is not required, for projects that require a project-specific Water Quality Management Plan (WQMP), a project-specific final WQMP (F-WQMP) shall be

approved. Upon approval, a WQMP Identification Number is issued by the Storm Water Management Section and shall be noted on the rough grading plans as confirmation that a project-specific F-WQMP approval has been obtained.

LD20. (GP) Prior to issuance of a grading permit, if the fee has not already been paid, the developer shall pay Area Drainage Plan (ADP) fees. The developer shall provide a receipt to the City showing that ADP fees have been paid to Riverside County Flood Control and Water Conservation District. (MC 9.14.100)

LD21. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the completion of the grading required as a condition of approval of the project.

LD22. (GP) Prior to issuance of a grading permit, the developer shall pay the applicable grading inspection fees.

Prior to Improvement Plan Approval or Construction Permit

LD23. (CP) Prior to issuance of a construction permit, the permit shall list any restrictions on trench repair pavement cuts to reflect the City's moratorium on disturbing newly-constructed pavement less than three years old and recently slurry sealed streets less than one year old. Pavement cuts for trench repairs may be allowed for emergency repairs or as specifically approved in writing by the City Engineer.

LD24. (CP) Prior to issuance of a construction permit, the permit shall require the developer to bring any existing access ramps adjacent to and fronting the project to current ADA (Americans with Disabilities Act) requirements. However, when work is required in an intersection that involves or impacts existing access ramps, those access ramps in that intersection shall be retrofitted to comply with current ADA requirements, unless approved otherwise by the City Engineer.

LD25. (CP) Prior to issuance of a construction permit, the project shall be designed to accept and properly convey all off-site drainage flowing onto or through the site. All storm drain design and improvements shall be subject to review and approval of the City Engineer. In the event that the City Engineer permits the use of streets for drainage purposes, the provisions of the Development Code will apply. Should the quantities exceed the street capacity or the use of streets be prohibited for drainage purposes, as in the case where one travel lane in each direction shall not be used for drainage conveyance for emergency vehicle access on streets classified as minor arterials and greater, the developer shall provide adequate facilities as approved by the Community and Economic Development Department – Land Development Division. (MC 9.14.110)

LD26. (CP) All work performed within the City right-of-way requires a construction permit. As determined by the City Engineer, security shall be required for work within the

right-of-way. Security shall be in the form of a cash deposit or other approved means. The City Engineer shall require the execution of a public improvement agreement as a condition of the issuance of the construction permit. All inspection fees shall be paid prior to issuance of construction permit. (MC 9.14.100)

LD27. (CP) Prior to issuance of construction permits, the developer shall pay all applicable inspection fees.

Prior to Building Permit

LD28. (BP) Prior to issuance of a building permit, the final map associated with this project, if any, shall record.

LD29. (BP) Prior to issuance of building permits, unless a final map is submitted in which case prior to final map approval, all street dedications shall be irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer. All dedications shall be free of all encumbrances as approved by the City Engineer.

LD30. (BP) Prior to issuance of building permits, unless a final map is submitted in which case prior to final map approval, security shall be required to be submitted as a guarantee of the completion of the improvements required as a condition of approval of the project. A public improvement agreement will be required to be executed.

LD31. (BP) Prior to issuance of a building permit, unless a final map is submitted in which case prior to final map approval, the developer shall enter into or modify an agreement with the City and Riverside County Flood Control and Water Conservation District establishing the terms and conditions covering the inspection, operation and maintenance of Master Drainage Plan facilities. (MC 9.14.110)

LD32. (BP) Prior to issuance of a building permit, all pads shall meet pad elevations per approved plans as noted by the setting of "Blue-top" markers installed by a registered land surveyor or licensed engineer.

Prior to Certificate of Occupancy

LD33. (CO) Prior to issuance of the last certificate of occupancy or building final, the developer shall pay all outstanding fees.

LD34. (CO) Prior to issuance of a certificate of occupancy, this project is subject to requirements under the current permit for storm water activities required as part of the National Pollutant Discharge Elimination System **(NPDES)** as mandated by the Federal Clean Water Act. In compliance with Proposition 218, the developer shall agree to approve the City of Moreno Valley NPDES Regulatory Rate Schedule that

is in place at the time of certificate of occupancy issuance. Following are the requirements:

a. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required continuous operation, maintenance, monitoring system evaluations and enhancements, remediation and/or replacement, all in accordance with Resolution No. 2002-46.
    i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process; or
    ii. Establish an endowment to cover future City costs as specified in the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule.

b. Notify the Special Districts Division of the intent to request building permits 90 days prior to their issuance and the financial option selected. The financial option selected shall be in place prior to the issuance of certificate of occupancy. (California Government Code & Municipal Code)

LD35. (CO) The City of Moreno Valley has an adopted Development Impact Fee (DIF) nexus study. All projects unless otherwise exempted shall be subject to the payment of the DIF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD36. (CO) The City of Moreno Valley has an adopted area wide Transportation Uniform Mitigation Fee (TUMF). All projects unless otherwise exempted shall be subject to the payment of the TUMF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD37. (CO) Prior to issuance of a certificate of occupancy or building final, the developer shall construct all public improvements in conformance with applicable City standards, except as noted in the Special Conditions, including but not limited to the following applicable improvements:

a. Street improvements including, but not limited to: drive approaches, pedestrian ramps, signing, striping, relocation of existing improvements required to accommodate project public improvements, and replacement of existing public improvements that are damaged during construction or that are substandard.

b. Sewer and water systems including, but not limited to: sanitary sewer, potable water and recycled water.

LD38. (CO) Prior to issuance of a certificate of occupancy or building final, all existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Moreno Valley ordinances. (MC 9.14.130)

LD39. (CO) Prior to issuance of a certificate of occupancy or building final for any Commercial/Industrial facility, whichever occurs first, the owner may have to secure coverage under the State's General Industrial Activities Storm Water Permit as issued by the State Water Resources Control Board.

LD40. (CO) Prior to issuance of a certificate of occupancy or building final, the applicant shall ensure the following, pursuant to Section XII. I. of the 2010 NPDES Permit:

a. Field verification that structural Site Design, Source Control and Treatment Control BMPs are designed, constructed and functional in accordance with the approved Final Water Quality Management Plan (WQMP)

b. Certification of best management practices (BMPs) from a state licensed civil engineer. An original WQMP BMP Certification shall be submitted to the City for review and approval.

Prior to Acceptance of Streets into the City Maintained Road System

LD41. (AOS) Aggregate slurry, as defined in Section 203-5 of Standard Specifications for Public Works Construction, may be required just prior to the end of the one-year warranty period of the public streets at the discretion of the City Engineer. If slurry is required, the developer/contractor must provide a slurry mix design submittal for City Engineer approval. The latex additive shall be Ultra Pave 70 (for anionic – per project geotechnical report) or Ultra Pave 65 K (for cationic – per project geotechnical report) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2½) parts to one-hundred (100) parts of emulsion by volume. Any existing striping shall be removed prior to slurry application and replaced per City standards.

SPECIAL CONDITIONS

LD42. This project will require submittal of both rough grading and precise grading plans for review and approval. All on-site and off-site easements shall be shown on the grading plan.

LD43. Prior to rough and precise grading plan approval, the grading plans shall clearly demonstrate that drainage is properly collected and conveyed. The plans shall show all necessary on-site and off-site drainage improvements to properly collect and convey drainage entering, within and leaving the project. This may include, but not be limited to on-site and perimeter drainage

improvements to properly convey drainage within and along the project site, and downstream off-site improvements.

LD44. Prior to rough and precise grading plan approval, the grading plans shall clearly show the location of the proposed sewer easement, the proposed public storm drain easement, additional right-of-way dedications at proposed driveway approaches, the Joy street right-of-way to be vacated, and the Riverside County Flood Control & Water Conservation District storm drain and access easements to be vacated.

LD45. Prior to precise grading plan approval, the following legal descriptions and plats shall be submitted to the City for review and approval, unless a final map is prepared showing the following:

a. Additional right-of-way at proposed driveway entrances per City Standard No. 118C.

b. Joy Street right-of-way vacation including any easements that may be located within.

c. Line A public storm drain easement vacation previously dedicated to Riverside County Flood Control & Water Conservation District per Instrument No. 2006-0437088, recorded June 16, 2006 and Instrument No. 2006-043089, recorded June 16, 2006.

d. Ingress and egress easement vacation, 20-foot wide, previously dedicated per Instrument No. 2010-0359735, recorded August 2, 2010.

e. New sewer easement, 30-foot wide to Eastern Municipal Water District, located within a drive aisle along and offset 5 feet from the west property line of APN 297-170-061, containing relocated Joy Street sewer.

f. New storm drain easement, 25-foot wide to City of Moreno Valley, located adjacent to and easterly of the proposed 30-foot wide new sewer easement described above, containing relocated public storm drain Line A.

LD46. Prior to precise grading plan approval, the grading plans shall show any proposed trash enclosure as dual bin; one bin for trash and one bin for recyclables. The trash enclosure shall be per City Standard Plan 627.

LD47. Prior to precise grading plan approval, the grading plans shall clearly show that the parking lot conforms to City standards. The parking lot shall be 5% maximum, 1% minimum, 2% maximum at or near any disabled parking stall and travel way. Ramps, curb openings and travel paths shall all conform to

current ADA standards as outlined in Department of Justice's "ADA Standards for Accessible Design", Excerpt from 28 CFR Part 36. (www.usdoj.gov) and as approved by the City's Building and Safety Division.

LD48. Prior to precise grading plan approval, the plans shall show roof drains directed to a landscaped area rather than being routed directly to the parking lot. Alternatively, roof drain flows can be directed to private storm drains which will connect to the treatment control best management practice.

LD49. Prior to building permit issuance, a final map shall record or alternatively, with the approval of the City Engineer, a lot line adjustment shall record in order to combine existing parcels, APN 297-160-061, APN 297-170-065, and APN 297-170-082.

LD50. Prior to building permit issuance, or final map approval, if a final map is required, the Developer shall guarantee the construction of the following improvements by entering into a public improvement agreement and posting security, as required by the City Engineer. The improvements shall be completed prior to occupancy or as otherwise determined by the City Engineer.

a. Driveway approaches on Brodiaea Avenue and Graham Street shall be constructed per City Standard No. 118C. No decorative pavers shall be placed within the public right-of-way. The precise grading plan shall show an additional 4-foot right-of-way dedication behind driveway approaches. A legal description and plat for the 4-foot right-of-way dedication shall be submitted to the City for review and approval prior to precise grading plan approval.

b. Pavement core samples of existing pavement on Brodiaea Avenue and Graham Street (half street width along project frontage) may be taken and findings submitted to the City for review and consideration of pavement improvements. The City will determine the adequacy of the existing pavement structural section. If the existing pavement structural section is found to be adequate, the developer may still be required to perform a one-tenth inch grind and overlay or slurry seal depending on the severity of existing pavement cracking, as required by the City Engineer. If the existing pavement section is found to be inadequate, the Developer shall replace the pavement (half street width along project frontage) to meet or exceed the City's pavement structural section standard.

c. Drainage improvements associated with the relocation of public Storm Drain Line A located within a proposed 25-foot wide storm drain easement

in the west parking lot drive aisle offset 35 feet from the west property line of APN 297-170-061.

d. Relocation, repair, and reconstruction of existing public improvements along project frontage resulting from displacement due to proposed project public improvements, existing public improvements that are damaged during construction, and substandard or obsolete City standard public improvements. The applicant shall schedule a walk through with a Public Works Inspector to inspect existing improvements within public right-of-way along project frontage. The applicant will be required to install, replace and/or repair any missing, damaged or substandard improvements including any signing and re-striping, as necessary. The applicant shall post security to cover the cost of the repairs and complete the repairs within the time allowed in the public improvement agreement used to secure the improvements.

LD51. Prior to building permit issuance or as may be deferred until occupancy by the City Engineer, the vacation of Joy Street made either by final map or separate instrument, and sewer relocation shall be completed to ensure that the proposed building is not located over street right-of-way. The final map must be recorded prior to issuance of a building permit. Therefore, the Joy Street vacation and the relocation of the existing sewer to its new location within a proposed sewer easement, which is required by Eastern Municipal Water District, prior to vacation of Joy Street, will need to occur prior to issuance of a building permit if a final map is required or unless otherwise approved by the City Engineer and Eastern Municipal Water District. If a final map is not required, the vacation of Joy Street by separate instrument and associated sewer relocation improvements can be deferred until occupancy.

LD52. Prior to building permit issuance or as may be deferred until occupancy by the City Engineer, the vacation of Riverside County Flood Control & Water Conservation District Line A storm drain easement and Line A storm drain relocation shall be completed to ensure that the proposed building is not located over and existing easement.

LD53. Prior to occupancy or at building permit issuance if a final map is required, as may be required by the City Engineer, the following proposed easements shall be dedicated and existing street right-of-way vacated either on a final map which is required prior to building permit issuance or by separate instrument and recorded.

a. Additional right-of-way at proposed driveway entrances per City Standard No. 118C.

b. Joy Street right-of-way vacation. All utilities shall be relocated into the public right-of-way or new easement location as agreed upon by the developer, the easement holder and the City Engineer prior to the vacation of Joy Street. All utilities shall be relocated within existing public right-of-way or new easement, as necessary, or otherwise abandoned in place as approved by the City Engineer, prior to the street right-of-way vacation. A new sewer easement shall be granted prior to sewer relocation and street right-of-way vacation. All utility relocations shall be done at no expense to the City.

c. Line A public storm drain easement vacation previously dedicated to Riverside County Flood Control & Water Conservation District per Instrument No. 2006-0437088, recorded June 16, 2006 and Instrument No. 2006-043089, recorded June 16, 2006.

d. Ingress and egress easement vacation, 20-foot wide, previously dedicated per Instrument No. 2010-0359735, recorded August 2, 2010.

e. New sewer easement, 30-foot wide to Eastern Municipal Water District, located within a drive aisle along and offset 5 feet from the west property line of APN 297-170-061, containing relocated Joy Street sewer.

f. New storm drain easement, 25-foot wide to City of Moreno Valley, located adjacent to and easterly of the proposed 30-foot wide new sewer easement described above, containing relocated public storm drain Line A.

LD54. In accordance with the City of Moreno Valley standards, the Double Ring Infiltrometer field testing method shall be utilized to perform in-situ percolation testing in the location of proposed infiltration area treatment control Best Management Practice (BMP) and the results included in the Final WQMP. The preparer understands that any changes to BMPs required based on the basis of the percolation results will be incorporated in the first submittal of the Final WQMP.

LD55. The Applicant shall prepare and submit for approval a Project Specific Final Water Quality Management Plan (F-WQMP) for PA12-0021 – Moreno Valley Centerpointe - Building 3. The F-WQMP shall be consistent with the approved Amended P-WQMP and in full conformance with the document; "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006, errata corrected 1-22-09, or current guidance document. The F-WQMP shall contain any revised calculations for the revised treatment control BMPs. The F-WQMP shall provide detailed descriptions on the location, implementation (including sizing criteria), installation, and long-term Operation and

Maintenance of planned Treatment Control Best Management Practices (BMPs).

LD56. In Final WQMP, provide design details of the proposed underground storage systems showing that, in combination with appropriate CDS units (with oil and grease absorbent media), the BMP treatment train is treating the water quality volume for their proposed locations and that no un-protected flow will reach the underground facility under any flow scenario.

LD57. In the Final WQMP, proposed treatment control underground systems and surface infiltration basins shall be shown to scale on the WQMP Exhibit, and their design volumes shall be calculated based on the current Guidance document worksheets or RCFC&WCD's Design Handbook for Low Impact Development Best Management Practices, dated September 2011 or later.

LD58. In Final WQMP, provide design details of the roof's drainage conveyance demonstrating that runoff is not washing paved parking lot surfaces.

LD59. The Applicant shall provide supporting studies, calculations, and reports related to the Hydrologic Conditions of Concern.

LD60. The Applicant shall select and implement treatment control BMPs that are medium to highly effective for treating Pollutants of Concern (POC) for the project. POC include project pollutants associated with a 303(d) listing or a Total Maximum Daily Load (TMDL) for receiving waters. Project POC include: nutrients, organic compounds, and pathogens (bacteria and viruses). Exhibit C of the document, "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006, errata corrected 1-22-09, shall be consulted for determining the effectiveness of proposed treatment BMPs.

LD61. Overall, the proposed treatment control concept is accepted as the conceptual treatment control BMP for the proposed site. The Applicant <u>has proposed to incorporate the use of underground and surface infiltration systems.</u> Final design details and appropriate filter calculations for the basins must be provided in the first submittal of the F-WQMP. The size of the treatment control BMPs are to be determined using the procedures set forth in Exhibit C of the Riverside County Guidance Document. The Applicant acknowledges that more area than currently shown on the plans may be required to treat site runoff as required by the WQMP guidance.

LD62. The Applicant shall substantiate the applicable Hydrologic Condition of Concern (HCOC) (WQMP Section IV) in the F-WQMP. The HCOC designates that the project will comply with Condition A; therefore, the condition must be addressed in the F-WQMP.

LD63. The Applicant shall, prior to building or grading permit closeout or the issuance of a certificate of occupancy, demonstrate:

a. That all structural BMPs have been constructed and installed in conformance with the approved plans and specifications

b. That all structural BMPs described in the F-WQMP have been implemented in accordance with approved plans and specifications

c. That the Applicant is prepared to implement all non-structural BMPs included in the F-WQMP, conditions of approval, and building/grading permit conditions

d. That an adequate number of copies of the approved F-WQMP are available for the future owners/occupants of the project.

PUBLIC WORKS DEPARTMENT – SPECIAL DISTRICTS DIVISION

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Special Districts' Conditions of Approval for project **PA12-0021**; this project shall be completed at no cost to any Government Agency. All questions regarding Special Districts' Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Special Districts Division of the Public Works Department 951.413.3480 or by emailing specialdistricts@moval.org.

General Conditions

SD-1 The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks & Community Services), C (Arterial Street Lighting), and E (Extensive Parkway Landscape Maintenance). All assessable parcels therein shall be subject to annual Zone A, Zone C, and Zone E charges for operations and capital improvements.

SD-2 In the event the Moreno Valley Community Services District determines that funds authorized by Proposition 218 mail ballot proceeding are insufficient to meet the costs for parkway, slope, and/or open space maintenance and utility charges (**Zone E**), the District shall have the right, at its option, to terminate the grant of any or all parkway, slope, and/or open space maintenance easements. This power of termination, should it be exercised, shall be exercised in the manner provided by law to quit claim and abandon the property so conveyed to the District, and to revert to the developer or the developer's successors in interest, all rights, title, and interest in said parkway, slope, and/or open space areas, including but not limited to responsibility for perpetual maintenance of said areas.

SD-3 Any damage to existing landscape areas maintained by the Moreno Valley Community Services District due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the Moreno Valley Community Services District.

SD-4 Plan check fees for review of parkway/median landscape plans for improvements that shall be maintained by the Moreno Valley Community Services District are due upon the first plan submittal. (MC 3.32.040)

SD-5 Inspection fees for the monitoring of landscape installation associated with Moreno Valley Community Services District maintained parkways/medians are due prior to the required pre-construction meeting. (MC 3.32.040)

SD-6 Streetlight Authorization forms, for all streetlights that are conditioned to be installed as part of this project, must be submitted to the Special Districts Division for approval, prior to streetlight installation. The Streetlight Authorization form can be obtained from the utility company providing electric service to the project, either Moreno Valley Utility or Southern California Edison.

Prior to Building Permit Issuance

SD-7 (BP) This project has been identified to be included in the formation of a Community Facilities District (Mello-Roos) for **Public Safety** services, including but not limited to Police, Fire Protection, Paramedic Services, Park Rangers, and Animal Control services. The property owner(s) shall not protest the formation; however, they retain the right to object to the rate and method of maximum special tax. In compliance with Proposition 218, the developer shall agree to approve the mail ballot proceeding (special election) for either formation of the CFD or annexation into an existing district that may already be established. The Developer must notify Special Districts of intent to request building permits 90 days prior to their issuance. (California Government Code)

SD-8 (BP) This project is conditioned to install and maintain parkway/median landscape. The Developer's responsibility is to provide a funding source for the capital improvements and the continued maintenance of the landscaped area. In order for the Developer to meet the financial responsibility to maintain the defined services, one of the options as outlined below shall be selected. The Developer must notify Special Districts of intent to request building permits 90 days prior to their issuance and the financial option selected to fund the continued maintenance.

a. Participate in a ballot proceeding for **standard/extensive landscape** program maintenance and pay all associated costs with the ballot process and formation costs, if any. Financing may be structured through a Community Services District zone, Community Facilities District, Landscape and Lighting Maintenance District, or other financing structure as determined by the city; or
b. Establish a Home Owners Association (HOA) to maintain the landscaped area; or
c. Establish an endowment to cover the future landscape program maintenance costs of the landscaped area.

The financial option selected shall be in place prior to the issuance of certificate of occupancy.

SD-9 (BP) Prior to the issuance of the first building permit for this project, the developer shall pay Advanced Energy fees for all applicable Zone B (Residential Street Lighting) and/or Zone C (Arterial Street Lighting and Intersection Lighting) streetlights required for this development. Payment shall be made to the City of Moreno Valley, as collected by the Land Development Division, based upon the Advanced Energy fee rate in place at the time of payment, as set forth in the current Listing of City Fees, Charges and Rates, as adopted by City Council.

The developer shall provide a receipt to the Special Districts Division showing that the Advanced Energy fees have been paid in full for the number of streetlights to be accepted into the CSD Zone B and/or Zone C programs. Any change in the project which may increase the number of streetlights to be installed will require payment of additional Advanced Energy fees at the then current fee.

SD-10 (BP) Prior to release of building permit, the developer, or the developer's successors or assignees, shall record with the County Recorder's Office a **Covenant of Assessments** for each assessable parcel therein, whereby the developer covenants the existence of the Moreno Valley Community Services District, its established benefit zones, and that said parcel(s) is (are) liable for payment of annual benefit zone charges and the appropriate National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate schedule when due. A copy of the recorded Covenant of Assessments shall be submitted to the Special Districts Division. For a copy of the Covenant of Assessments form, please contact Special Districts, phone 951.413.3480.

PUBLIC WORKS DEPARTMENT – TRANSPORTATION ENGINEERING DIVISION

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

Based on the information contained in our standard review process we recommend the following conditions of approval be placed on this project:

General Conditions

TE1. Cactus Avenue is classified as a Divided Major Arterial – Reduced Cross Section (120'RW/102'CC) per City Standard No. 102A. Any improvements to the roadway shall be per City standards. Traffic signal interconnect shall be installed along project frontage per City Standard Plan No. 421.

TE2. Graham Street is classified as a Minor Arterial (88' RW/64' CC) per City Standard Plan No. 105A. Any improvements to the roadway shall be per City standards. Traffic signal interconnect shall be installed along project frontage per City Standard Plan No. 421.

TE3. Frederick Street is classified as a Minor Arterial (88' RW/64' CC) per City Standard Plan No. 105A. Any improvements to the roadway shall be per City standards.

TE4. Brodiaea Avenue is classified as an Industrial Collector Street (78' RW/56' CC) per City Standard Plan No. 106. Any improvements to the roadway shall be per City standards.

TE5. Driveways shall conform to Section 9.11.080, and Table 9.11.080-14 of the City's Development Code – Design Guidelines and City of Moreno Valley Standard No. 118C for commercial driveway approach. Driveways wider than City standards (maximum of 40 feet) shall be constructed as an intersection with access ramps per City Standard 214A, including any necessary signing and markings, as determined by the City Traffic Engineer.

TE6. Each gated entrance shall be provided with the following:

a) A storage lane with a minimum of 75 feet queuing length for entering traffic. Driveway 4 located on Cactus Avenue (replacing existing Joy Street) shall be wide enough for two inbound lanes.
b) Signing and striping.

All of these features must be kept in working order.

TE7. Conditions of approval may be modified or added if a phasing plan is submitted for

this development.

Prior to Improvement Plan Approval or Construction Permit

TE8. Prior to final approval of the street improvement plans, a bus bay per City Standard Plan No. 121 shall be designed for northbound Frederick Street, just north of Cactus Avenue.

TE9. Prior to final approval of the street improvement plans, the intersection of Cactus Avenue at Elsworth Street shall be redesigned such that the crosswalk on the west leg of the intersection is removed. Required improvements may include but not be limited to reconstructing pedestrian access ramps, installation of new signing and striping, removal and installation of pedestrian signal heads, removal and installation of pedestrian push buttons, etc. A City Capital Project may receive funding for the construction of the third eastbound lane from the I-215 interchange to Veteran's Way providing needed capacity at the Cactus Avenue at Elsworth Street intersection. If this Capital Project is funded with construction scheduled to begin prior to the final certificate of occupancy, then the crosswalk modification may be reassessed at the discretion of the City Traffic Engineer and the condition may be waived.

TE10. Prior to the final approval of the street improvement plans, a signing and striping plan shall be prepared per City of Moreno Valley Standard Plans - Section 4 for all streets with a cross section of 66'/44' and wider.

TE11. Prior to issuance of a construction permit, construction traffic control plans prepared by a qualified, registered Civil or Traffic engineer may be required for plan approval or as required by the City Traffic Engineer.

TE12. Prior to final approval of the street improvement plans, the project plans shall demonstrate that sight distance at proposed streets and driveways conforms to City Standard Plan No. 125A, B, C.

Prior to Building Permit

TE13. (BP) Prior to the issuance of Building Permits, the project applicant shall make a fair-share payment to the City of Moreno Valley for the removal of the crosswalk located on the west leg of the Cactus Avenue at Graham Street intersection. The fair-share payment shall be based upon the findings in the project EIR and an engineer's estimate that will include but not be limited to pedestrian access ramp construction/reconstruction, modified signing and striping, removal and installation of pedestrian signal heads, removal and installation of pedestrian push buttons, etc.

TE14. (BP) Prior to the issuance of Building Permits, traffic signal plans (if required) shall be prepared by a registered civil or electrical engineer and submitted to the City for

the intersection identified in Condition TE15. The Traffic signal shall be modified prior to issuance of a Certificate of Occupancy, if necessary.

Prior to Certificate of Occupancy or Building Final

TE15. (CO) Prior to issuance of a certificate of occupancy, the traffic signal at Cactus Avenue and Driveway 4 (existing Joy Street) shall be modified as necessary and fully operational to the satisfaction of the City Traffic Engineer.

TE16. (CO) Prior to issuance of a certificate of occupancy, the improvements identified in conditions TE8 and TE9 shall be constructed per the approved plans.

Prior to Acceptance of Streets into the City-maintained Road System

TE17. Prior to acceptance of streets into the City-maintained road system, all approved signing and striping shall be installed per current City Standards and the approved plans.

PUBLIC WORKS DEPARTMENT – MORENO VALLEY UTILITY

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Moreno Valley Utility's Conditions of Approval for project(s) PA12-0019 thru -0022; this project shall be completed at no cost to any Government Agency. All questions regarding Moreno Valley Utility's Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from Moreno Valley Utility (the Electric Utility Division) of the Public Works Department 951.413.3500. The applicant is fully responsible for communicating with Moreno Valley Utility staff regarding their conditions.

Prior to Energizing MVU Electric Utility System and Certificate of Occupancy

MVU1. (R) For single family subdivisions, a three foot easement along each side yard property line shall be shown on the final map and offered for dedication to the City of Moreno Valley for public utility purposes, unless otherwise approved by the City Engineer. If the project is a multi-family development, townhome, condominium, apartment, commercial or industrial project, and it requires the installation of electric distribution facilities within common areas, a non-exclusive easement shall be provided to Moreno Valley Utility to include all such common areas. All easements shall include the rights of ingress and egress for the purpose of operation, maintenance, facility repair, and meter reading.

MVU2. (BP) **City of Moreno Valley Municipal Utility Service – Electrical Distribution**: Prior to constructing the MVU Electric Utility System, the developer shall submit a detailed engineering plan showing design, location and schematics for the utility system to be approved by the City Engineer. In accordance with Government Code Section 66462, the Developer **shall** execute an agreement with the City providing for the installation, construction, improvement and dedication of the utility system following recordation of final map and concurrent with trenching operations and other subdivision improvements so long as said agreement incorporates the approved engineering plan and provides financial security to guarantee completion and dedication of the utility system.

The Developer **shall** coordinate and receive approval from the City Engineer to install, construct, improve, and dedicate to the City, or the City's designee, all utility infrastructure (including but not limited to conduit, equipment, vaults, ducts, wires, switches, conductors, transformers, resistors, amplifiers, and "bring-up" facilities including electrical capacity to serve the identified development and other adjoining/abutting/ or benefiting projects as determined by Moreno Valley Utility) – collectively referred to as "utility system" (to and through the

development), along with any appurtenant real property easements, as determined by the City Engineer to be necessary for the distribution and /or delivery of any and all "utility services" to each lot and unit within the Tentative Map. For purposes of this condition, "utility services" shall mean electric, cable television, telecommunication (including video, voice, and data) and other similar services designated by the City Engineer. "Utility services" shall not include sewer, water, and natural gas services, which are addressed by other conditions of approval. Properties within development may be subject to an electrical system capacity charge and that contribution will be collected prior to issuance of building permits.

The City, or the City's designee, shall utilize dedicated utility facilities to ensure safe, reliable, sustainable and cost effective delivery of utility services and maintain the integrity of streets and other public infrastructure. Developer shall, at developer's sole expense, install or cause the installation of such interconnection facilities as may be necessary to connect the electrical distribution infrastructure within the project to the Moreno Valley Utility owned and controlled electric distribution system. Alternatively, developer may cause the project to be included in or annexed to a community facilities district established or to be established by the City for the purpose of financing the installation of such interconnection and distribution facilities. The project shall be deemed to have been included in or annexed to such a community facilities district upon the expiration of the statute of limitations to any legal challenges to the levy of special taxes by such community facilities district within the property. The statute of limitations referred to above will expire 30 days after the date of the election by the qualified electors within the project to authorize the levy of special taxes and the issuance of bonds.

MVU3. This project may be subject to a Reimbursement Agreement. The project is responsible for a proportionate share of costs associated with electrical distribution infrastructure previously installed that directly benefits the project. The project may be subject to a system wide capacity charge in addition to the referenced reimbursement agreement. Payment(s) shall be required prior to issuance of building permit(s).

POLICE DEPARTMENT

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects

Standard Conditions

PD1. Prior to the start of any construction, temporary security fencing shall be erected. The fencing shall be a minimum of six (6) feet high with locking, gated access and shall remain through the duration of construction. Security fencing is required if there is: construction, unsecured structures, unenclosed storage of materials and/or equipment, and/or the condition of the site constitutes a public hazard as determined by the Public Works Department. If security fencing is required, it shall remain in place until the project is completed or the above conditions no longer exist. (MC 9.08.080)

PD2. (GP) Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the following:

a. The name (if applicable) and address of the development.

b. The developer's name, address, and a 24-hour emergency telephone number. (MC 9.08.080)

PD3. (CO) Prior to the issuance of a Certificate of Occupancy, an Emergency Contact Information Form for the project shall be completed at the permit counter of the Community & Economic Development Department - Building Division for routing to the Police Department. (MC 9.08.080)

Item E.2 Attachments 5 and 6 can be accessed by the following links:

http://www.moval.org/misc/pdf/centerpt/cenwest-finaleir-1112.pdf - Attachment 5

http://www.moval.org/misc/pdf/centerpt/centerDEIR-0912.pdf - Attachment 6

RPT Centerpointe West Project

Legend

- Highways
- Parcels
- Roads
- Waterbodies
- City Boundaries
- Calimesa
- Moreno Valley
- Perris
- Riverside

Powered By GeoSmart.net

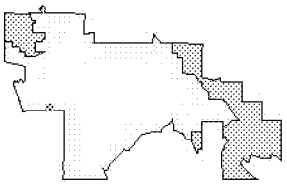

City of Moreno Valley
14177 Frederick St
Moreno Valley, CA 92553

DISCLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.

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MORENO VALLEY
WHERE DREAMS SOAR

ATTACHMENT 8

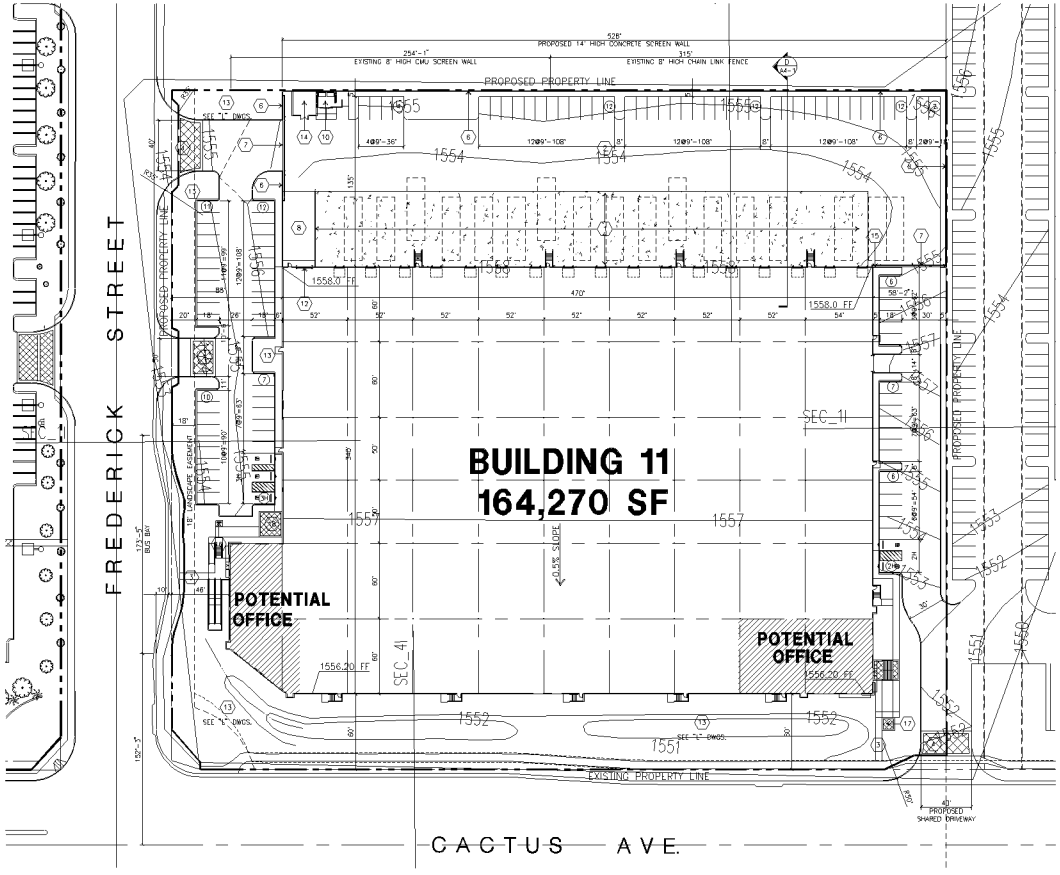

OVERALL SITE PLAN (A) scale: 1"=40'-0"

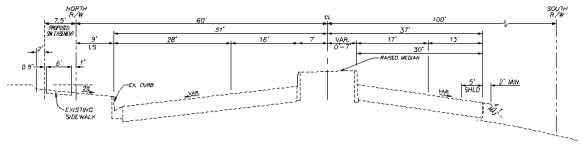

CACTUS AVENUE - TYPICAL SECTION (B) N.T.S

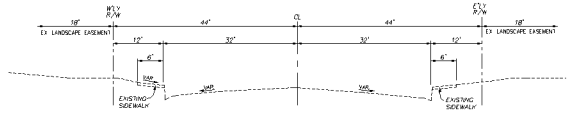

FREDERICK STREET - TYPICAL SECTION (C) N.T.S

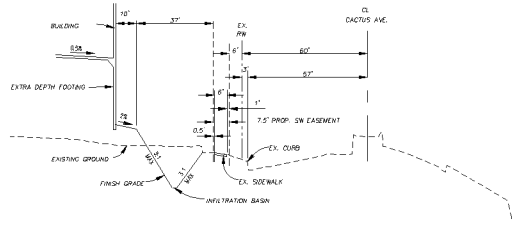

CACTUS AVENUE - EASEMENT SECTION (D) N.T.S

site plan general notes

1. THE SOILS REPORT PREPARED BY ASSOCIATED SOILS ENGINEERING, IS TO BE A PART OF THESE CONTRACT DOCUMENTS
2. IF SOILS ARE EXPANSIVE IN NATURE, USE STEEL REINFORCING FOR ALL SITE CONCRETE
3. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR GRID LINE U.N.O.
4. SEE "C" PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALES.
5. THE ENTIRE PROJECT SHALL BE PERMANENTLY MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM PRIOR TO INSTALLATION & AT LEAST 60 DAYS BEFORE BLDG. COMPLETION.
6. SEE "C" DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.
7. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. SEE "C" DRAWINGS.
8. CONTRACTOR TO REFER TO "C" DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS.
9. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS. SEE "C"DRAWINGS FOR FINISH GRADE ELEVATIONS.
10. CONCRETE SIDEWALKS TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 6' O.C. EXPANSION/CONSTRUCTION JOINTS SHALL BE A MAXIMUM 12' EA. WAY W/ 1:20 MAX SLOPE. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION FILLER MATERIAL OF 1/4". SEE "L" DRAWINGS FOR FINISH
11. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT.
12. CONSTRUCTION DOCUMENTS PERTAINING TO THE LANDSCAPE AND IRRIGATION OF THE ENTIRE PROJECT SITE SHALL BE SUBMITTED TO THE PLANNING DIVISION AND APPROVED BY PUBLIC FACILITIES DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMITS.
13. PRIOR TO FINAL CITY INSPECTION, THE LANDSCAPE ARCHITECT SHALL SUBMIT A CERTIFICATE OF COMPLETION TO PLANNING DIVISION.
14. ALL LANDSCAPE AND IRRIGATION DESIGNS SHALL MEET CURRENT CITY STANDARDS AS LISTED IN GUIDELINES OR AS OBTAINED FROM PLANNING DIVISION.
15. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB
16. APPROVED CONCEPTUAL LANDSCAPE PLAN PRIOR TO GRADING PERMIT
17. ALL ROOF DRAINS SHALL BE DIRECTED TO A LANDSCAPE AREA.

site plan keynotes

1. 6" THICK MINIMUM, REINFORCED CONCRETE TRUCK APRON, W/ #3 @ 18" O.C.E.W. 3500 PSI W. CONSTRUCTION AND/OR EXPANSION JOINTS A MAXIMUM OF 18'-0" O.C. EXPANSION JOINTS TO BE A MIN. OF 1-1/2" DEEP AND A MAXIMUM ULTIMATE WIDTH OF 1/4". VERIFY WITH SOILS ENGINEER. PROVIDE HEAVY BROOM FINISH. ALL JOINTS TO BE CLEANED AND FILLED W/ ASPHALTIC CAULKING.
2. ASPHALT CONCRETE (AC) PAVING PER SOILS ENGINEER RECOMMENDATION AS APPROVED BY THE CITY.
3. CONCRETE WALKWAY
4. DRIVEWAY APRONS TO BE CONSTRUCTED PER CITY STANDARD 118C MODIFIED. PROVIDE STAMPED CONCRETE W/ LIGHT BROOM FIN. AT ALL DRIVE LOCATIONS. PROVIDE VERTICAL & HORIZONTAL EXPANSION JOINTS AT A MAXIMUM OF 15' O.C. SPACING.
5. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD TYP. AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREAS. FINISH TO BE MEDIUM BROOM FINISH PROVIDE WALK TO PUBLIC WAY OR DRIVE WAY AS REQ. BY CITY INSPECTOR.
6. 14' HIGH CONCRETE TILT-UP SCREEN WALL
7. 8'H WROUGHT IRON SLIDING GATE
8. CONCRETE RAMP
9. TRASH COMPACTOR
10. TRASH ENCLOSURE TO BE TWO BIN AND FULLY COVERED PER CITY STANDARD 627.
11. CONCRETE STAIRS AND LANDING
12. 12' X 14' DRIVE-IN DOOR
13. LANDSCAPE. SEE CONCEPTUAL LANDSCAPE PLAN
14. 20' X 20' PUMP HOUSE
15. 8' HIGH TUBULAR STEEL FENCE
16. BIKE RACK, EACH RACK HOLDS 7 BIKES
17. 10' X 10' PATIO AREA
18. 18' X 20' PATIO AREA

site legend

- LANDSCAPED AREA
- AC. PAVING
- CONCRETE PAVING
- STANDARD PARKING STALL 9' X 18'
- HANDICAP PARKING STALL. 9' X 18' W/ 2' O.H. SEE DETAIL 11/A0.1
- EXISTING RIGHT OF WAY
- PROPOSED PROPERTY LINE
- ADA PATH OF TRAVEL

easement notes

A RECIPROCAL ACCESS EASEMENT WILL BE REQUIRED FOR THAT PORTION OF THE PROPOSED DRIVEWAY ON CACTUS AVENUE THAT IS LOCATED PARTIALLY OUTSIDE OF THE PROJECT BOUNDARY.

vicinity map

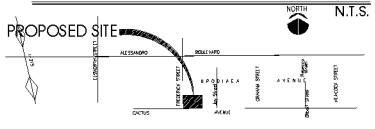

project information

Owner / Applicant
RIDGE MORENO VALLEY, LLC
201 COVINA AVE. - STE. #8
LONG BEACH, CA 90803
TEL: (562) 856-3819
CONTACT: DENNIS RICE

Architect
HPA, INC.
18831 BARDEEN AVE. SUITE #100
IRVINE, CA 92612
TEL: (949) 863-1770
CONTACT: JAIME CRUZ

Applicant's Representative
INLAND EMPIRE DEVELOPMENT SERVICES, INC.
931 MONARCH COURT
BEAUMONT, CA 92223
TEL: (951) 845-1003
CONTACT: GIL SAENZ

Civil Engineer
HUITT ZOLLARS
3990 CONCOURS STE 330
ONTARIO, CA 91764
TEL: (909) 941-7799
CONTACT: MAURICE MURAD

Landscape Architect
ENVIRONS
1746 N. BRIDGEPORT AVE.
CLAREMONT, CA 91711
TEL: (909) 626-4663
CONTACT: BRETT FRENCH

Zoning
LI (LIGHT INDUSTRIAL)

Assessors Parcel Number
297-170-027

Legal Description
LOT 5, BLK. 259 OF MAP NO. 1 BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO. AS SHOWN BY MAP ON FILE IN BK. 11, PG. 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA

utility information

TELEPHONE:
VERIZON
150 SO JUANITA ST.
HEMET, CA 92543
PHONE: (951) 658-7305
CONTACT: PHIL BRILLINGER

ELECTRIC:
MORENO VALLEY UTILITIES
14177 FREDERICK ST
MORENO VALLEY, CA 92552
PHONE: (951) 413-3480
CONTACT: MICHELE PIERCE

GAS
THE GAS COMPANY
25200 TRUMBLE ROAD SC 8058
ROMOLAND, CA 92380
PHONE: (951) 332-3902
CONTACT: DAVE MULLIGAN

WATER:
EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE ROAD
PERRIS, CA 92571
PHONE: (951) 928-3777
CONTACT: NEW BUSINESS

SEWER
EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE ROAD
PERRIS, CA 92571
PHONE: (951) 928-3777
CONTACT: NEW BUSINESS

CABLE - TV
TIME WARNER
1500 AUTO CENTER DR.
ONTARIO, CA 91761
PHONE: (951) 675-3380
CONTACT: MARK DAUENHAUER

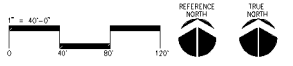

OVERALL SITE PLAN

tabulation

TABULATION		
site area (in s.q.ft.)	330,250	sf
site area (in acres)	7.58	ac.
Warehouse area	154,270	sf
Office	10,000	sf
Total building area	164,270	sf
Coverage	49.7%	
Parking required		
1st. 20k@1/1,000 s.f.	20	stalls
2nd. 20k@1/2,000 s.f.	10	stalls
above 40k @1/4,000 s.f.	29	stalls
Office 1/250 s.f.	40	stalls
Total parking required	99	stalls
Parking provided		
Standard (9'x18')	101	stalls
Handicap (9'x18')	5	stalls
Total parking provided	106	stalls
Trailer parking required (1 trailer parking per dock door)		
Total dock doors	17	doors
Trailer Parking provided (14'x50')	17	stalls
Landscape provided	56,551	sf
% of Landscape provided	17.1%	
NOTE:		
^Bike rack - 5% of total parking required	6 BIKES	

HPA architecture
hpa, inc.
18831 bardeen avenue, - ste. #100
irvine, ca
92612
tel: 949-863-1770
fax: 949-863-0651
email: hpa@hparchs.com

Owner:
RIDGE MORENO VALLEY, LLC C/O
RIDGE PROPERTY TRUST
201 COVINA AVE. - STE. #8
LONG BEACH, CA 90803

PH: (562) 856-3819
FAX: (562) 856-3820

Project:
CENTERPOINT BUSINESS PARK BUILDING 11

23400 Cactus Ave.
Moreno Valley, CA 92555

Consultants:

CIVIL	Huitt-Zollars
STRUCTURAL	
MECHANICAL	
PLUMBING	
ELECTRICAL	
LANDSCAPE	Environs
FIRE PROTECTION	
SOILS ENGINEER	

Title:

Project Number: 9231
Drawn by: JAIME CRUZ
Date: OCTOBER 19, 2012
Revision:

PA 12-0019

Sheet:

A1.1
SITE PLAN
08/27/2012

MV00187267

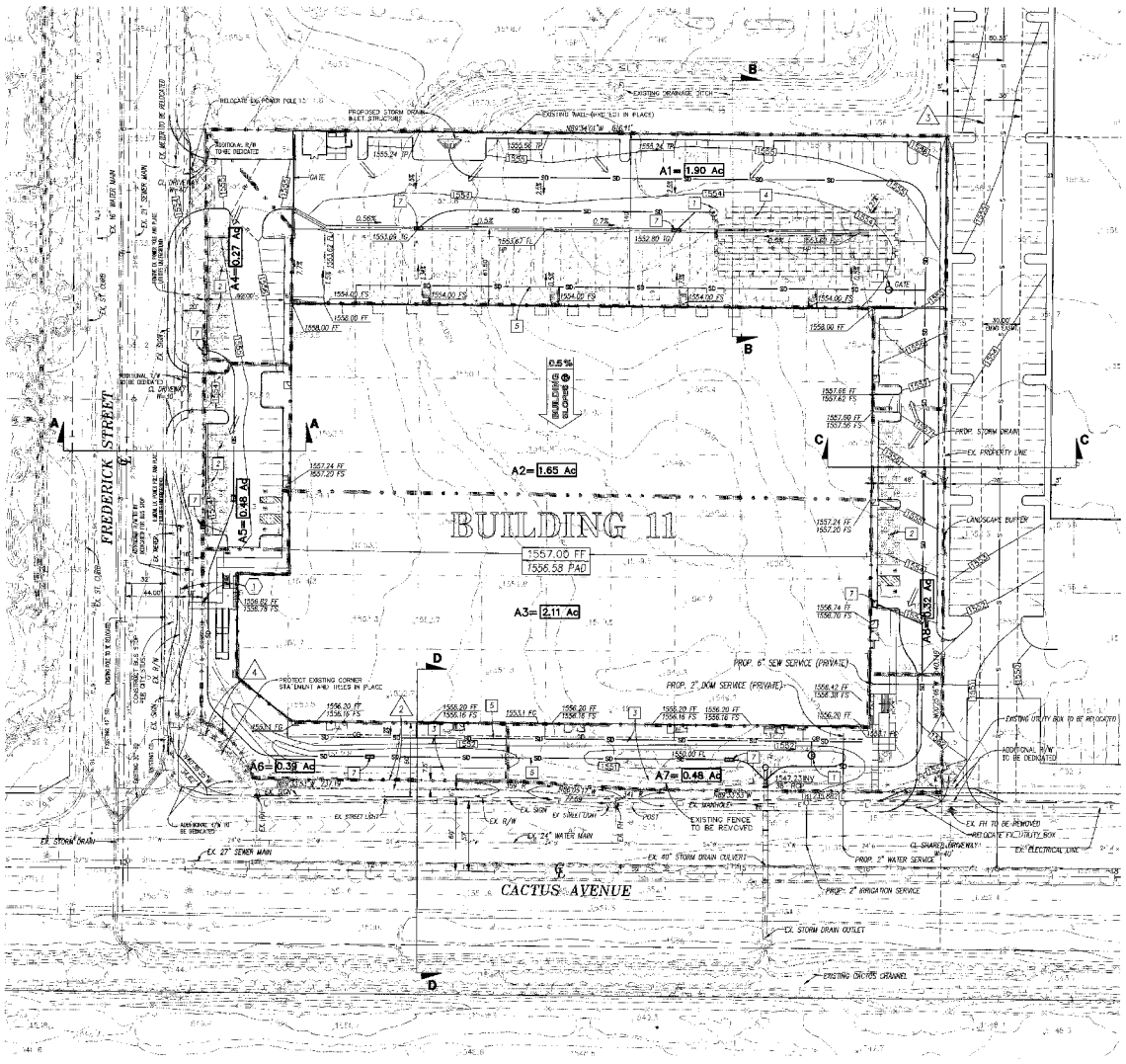

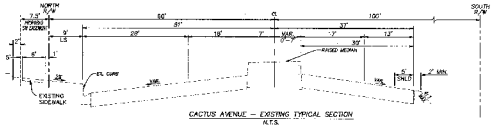

CACTUS AVENUE – EXISTING TYPICAL SECTION
N.T.S.

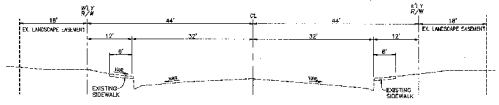

FREDERICK STREET – EXISTING TYPICAL SECTION
N.T.S.

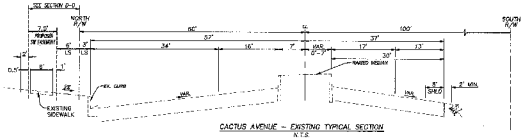

CACTUS AVENUE – EXISTING TYPICAL SECTION
N.T.S.

WQMP NOTES

1. INSTALL STORM WATER CLARIFIER (CDS UNIT OR APPROVED EQUAL)
2. CONSTRUCT PERVIOUS CONCRETE PAVEMENT OVER CRUSHED WASHED STONE BEDDING
3. CONSTRUCT INFILTRATION BASIN
4. CONSTRUCT UNDERGROUND INFILTRATION CHAMBER SYSTEM
5. INSTALL UNDERGROUND ROOF DRAIN COLLECTION AND CONVEYANCE SYSTEM.
6. CONSTRUCT TRASH ENCLOSURE PER CITY OF MORENO VALLEY STANDARD 627.
7. INSTALL CATCH BASIN FILTER (BIO-CLEAN OR APPROVED EQUAL) AND PROVIDE "NO DUMPING" STENCIL PER CITY REQUIREMENTS.

VOLUME BASED BMP'S

AREA	BMP	V_{BMP}
1	UNDERGROUND INFILTRATION CHAMBER	4828 CF
4	PERVIOUS CONCRETE	294 CF
5	PERVIOUS CONCRETE	334 CF
6	INFILTRATION BASIN	54 CF
7	INFILTRATION BASIN	218 CF
8	PERVIOUS CONCRETE	44' CF

FLOW BASED BMP'S

AREA	BMP	Q_{BMP}
-	CATCH BASIN FILTER	2Φ 0.072 CFS
2	CDS UNIT	0.490 CFS
3	CDS UNIT	0.80' CFS
4	CATCH BASIN FILTER	0.003 CFS
5	CATCH BASIN FILTER	0.0021 CFS
6	INFILTRATION BASIN	0.006 CFS
7	INFILTRATION BASIN	0.490 CFS

EXISTING EASEMENT TO REMAIN

(1) DENOTES 18' EASEMENT TO THE CITY OF MORENO VALLEY FOR LANDSCAPE PURPOSES PER INSTRUMENT NO. 025804, RECORDED JANUARY 9, 1991

PROPOSED EASEMENT

(1) A RECIPROCAL ACCESS EASEMENT WILL BE REQUIRED FOR THAT PORTION OF THE PROPOSED DRIVEWAY ON CACTUS AVENUE THAT IS LOCATED PARTIALLY OUTSIDE OF THE PROJECT BOUNDARY.

(2) 7.5' EASEMENT FOR PUBLIC SIDEWALK PURPOSES TO BE DEDICATED ON PARCEL MAP

(3) DENOTES 30' EASEMENT TO EMWD FOR SEWER MAIN

(4) ADDITIONAL EASEMENT TO BE DEDICATED FOR LANDSCAPE PURPOSES

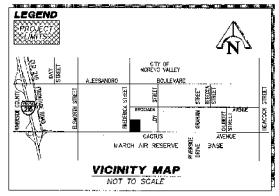

VICINITY MAP
NOT TO SCALE

GRAPHIC SCALE
(IN FEET)
1"=40'

LEGEND

- —SD— PROPOSED STORM DRAIN
- —S— PROPOSED SEWER
- —W— PROPOSED WATER
- —GB— PROPOSED GRADE BREAK LINE
- BMP DRAINAGE BOUNDARY
- PROPOSED R/W
- X.X Ac TRIBUTARY AREA IN ACRES
- PROPOSED GRATING INLET
- PROPOSED CURB OPENING INLET
- FF PROPOSED FINISH FLOOR ELEVATION
- TP TOP OF PAVEMENT
- TG TOP OF GRATE
- FL FLOWLINE
- CF CURB FACE
- FS FINISHED SURFACE
- CB CATCH BASIN
- PL PROPERTY LINE
- R/W RIGHT-OF-WAY
- CL CENTERLINE
- PROP. PROPOSED
- EX. EXISTING
- DRWY DRIVEWAY
- A# BMP AREA DESIGNATION
- DIRECTION OF FLOW
- CONCRETE
- PERVIOUS CONCRETE

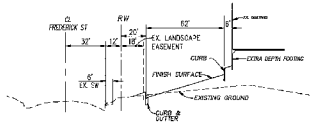

SECTION A–A
SCALES: H=40' V=4'

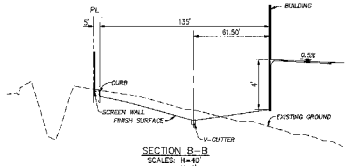

SECTION B–B
SCALES: H=40' V=4'

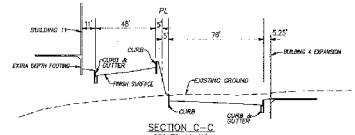

SECTION C–C
SCALES: H=40' V=4'

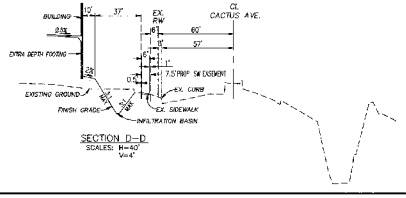

SECTION D–D
SCALES: H=40' V=4'

GENERAL NOTES

1. GROSS AREA
   LOT 11 = 7.59 AC
2. FLOOD ZONE X PANEL NO. 065074 0020 B
   MAP REVISED MAY 17, 1993
3. PRELIMINARY EARTHWORK
   RAW CUT = 2640 CY
   RAW FILL = 35800 CY

   FINAL QUANTITIES WILL BE DETERMINED AT ROUGH GRADING AND FINAL DESIGN

EXISTING TOPOGRAPHY DEVELOPED AND SUPPLIED BY D.M.I. AERIAL TOPOGRAPHIES DATED MAY 9, 2012

NOTE:
PAD ELEVATION IS BASED ON A PRELIMINARY 5" SLAB SECTION. FINAL DESIGN SLAB THICKNESS WILL BE BASED ON FINAL SOILS ENGINEERS RECOMMENDATIONS.

CONCEPTUAL GRADING, DRAINAGE, UTILITY & WQMP PLAN
FOR
MORENO VALLEY CENTERPOINTE - BUILDING 11 (PA12-0019)
CACTUS AVENUE & FREDERICK STREET
CITY OF MORENO VALLEY

HUITT-ZOLLARS
HUITT-ZOLLARS, INC.
3990 CONCOURS, SUITE 230 * ONTARIO, CALIFORNIA 91764 * (909) 941-1798

APPROVED BY: MAURICE M. MURAO — R.C.E. 33366 — EXPIRES 6-30-14 — DATE

DESIGNED BY MHM
DRAWN BY MAY M.
CHECKED BY MHM
FILE BOOK

SHEET 1 OF 1 SHEETS

JOB NO. 11-0244-25

MV00187268

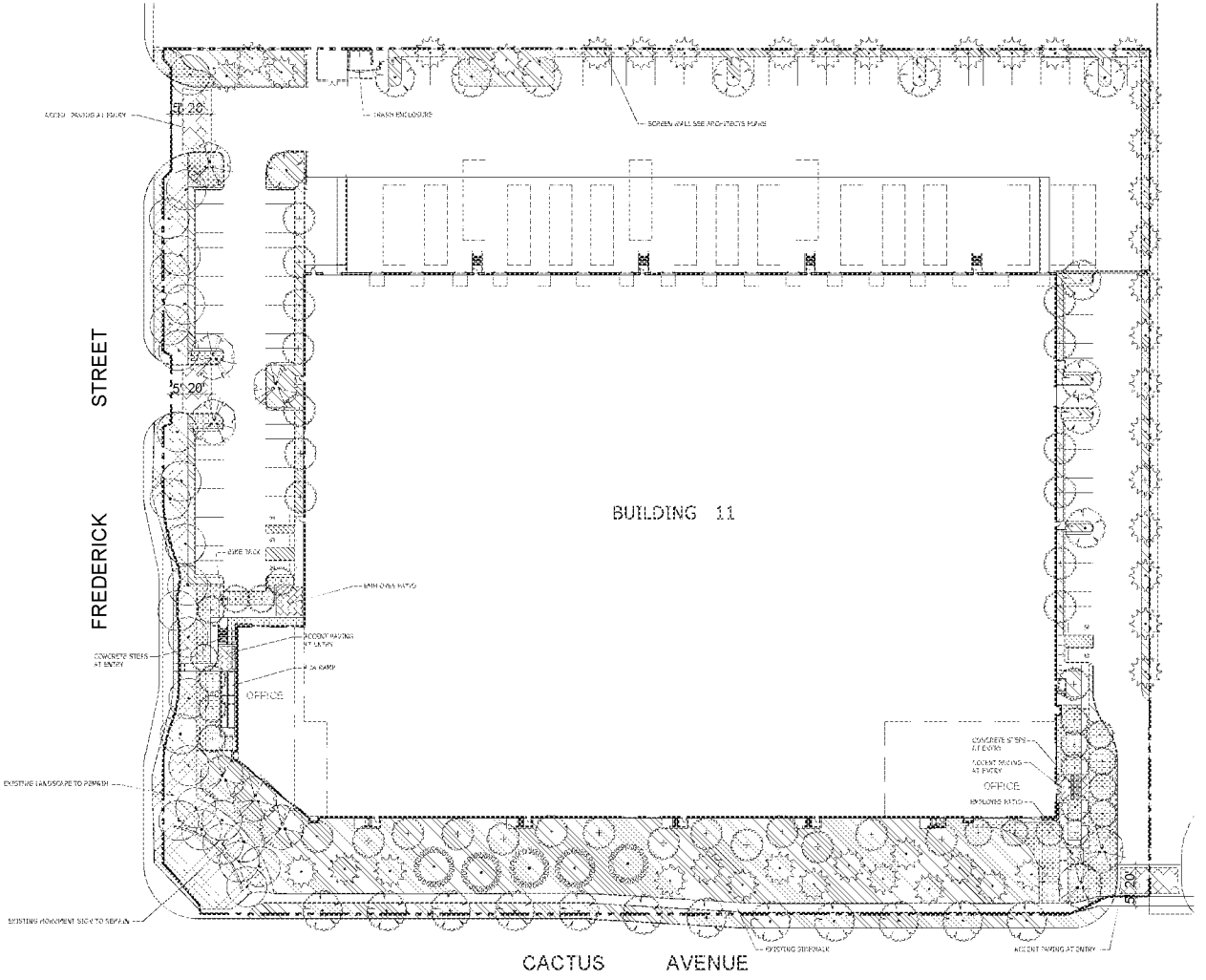

TREE PALETTE

TREES	BOTANICAL NAME	COMMON NAME	CONT	CAL	QTY
	Eucalyptus rudis/camaldulensis	Red Gum	15 gal	Low	20
	Existing Tree To Remain	Existing			27
	Koelreuteria bipinnata	Chinese Flame Tree Multi-Trunk	24"box	Med	9
	Lagerstroemia x 'Muskogee'	Lavender Crape Myrtle Std	24"box	Med	21
	Pinus halepensis	Aleppo Pine	15 Gal. & 24"Box	Low	43
	Pistacia texana	California Pistachio	15 gal	Med	5
	Pistacia lentiscus	African Sumac	24"box	Low	23

ROOT BARRIER NOTE

ALL TREES WITHIN 8' OF HARDSCAPE SHALL BE IN A SHRUBTUBE LINEAR ROOT BARRIER 24" HIGH (NET) WRAPPED AROUND. PLACE ROOT BARRIER PARALLEL TO HARDSCAPE AND CENTER ON TREE EXTENDING 10' ON BOTH DIRECTIONS FOR AN OVERALL LENGTH OF 20'.

SHRUB PALETTE

SHRUB & GROUND COVER PALETTE - LOW WATER USE 36,911 sf

Acacia redolens 'Desert Carpet' / Dwarf Prostrate
Arctostaphylos hookeri 'Wolfe Valley' / Kinnikinnick
Baccharis pilularis 'Twin Peaks' / Coyote Brush
Calliandra californica / Baja Fairy Duster
Ceanothus gloriosus 'Anchor Bay' / Anchor Bay
Ceanothus thyrsiflorus repens / Creeping Blue Blossom
Cotoneaster dammeri / Bearberry Cotoneaster
Dodonaea viscosa 'Purpurea' / Purple Hopseed
Drosanthemum floribundum / Rosea Ice Plant
Erigeron karvinskianus / Santa Barbara Daisy
Eriogonum fasciculatum 'Dwarf' / Dwarf California Buckwheat
Euonymus fortunei 'Emerald Gaiety' / Emerald Gaiety Euonymus
Euonymus fortunei 'Coloratus' / Purple Leaf Euonymus
Gazania rigens leucolaena / Trailing Gazania
Lantana montevidensis 'Purple' / Purple Lantana
Lonicera japonica 'Halliana' / Hall's Honeysuckle
Myoporum parvifolium 'Prostratum' / Prostrate Myoporum
Osteospermum fruticosum 'Purple Sunset' / Purple Sunset Daisy
Pennisetum setaceum 'Cupreum' / Purple Fountain Grass
Rosmarinus officinalis 'Huntington Blue' / Huntington Blue Rosemary
Rosmarinus officinalis 'Prostratus' / Prostrate Rosemary
Salvia greggii 'Purpurea Red' / Purpurea Red Salvia
Westringia fruticosa / Coast Rosemary

SHRUB & GROUND COVER PALETTE - MEDIUM WATER USE 7,016 sf

Agapanthus praecox 'Albatross' / Albatross Agapanthus
Agave americana 'Marginata' / Variegated Agave
Aloe vera / Aloe
Dietes bicolor 'Moonshine' / Moonshine Fortnight Lily
Hemerocallis 'Stella de Oro' / Stella de Oro Daylily
Liriope muscari 'Big Blue' / Big Blue Lilyturf
Nandina domestica 'Gulf Stream' / Gulf Stream Nandina
Phormium tenax / New Zealand Flax
Pittosporum tobira 'Wheeler's Dwarf' / Wheeler's Dwarf Tobira
Rhaphiolepis indica 'Clara' / Clara Indian Hawthorn
Rhaphiolepis umbellata 'Minor' / Minor Yeddo Hawthorn
Rosa x 'Flower Carpet Pink' / Flower Carpet Pink Rose
Yucca rostrata / Beaked Yucca

EXISTING LANDSCAPE TO REMAIN

EXISTING LANDSCAPE TO REMAIN. PROTECT IN PLACE

MULCH NOTE

ALL PLANTER AREAS TO RECEIVE 3" BY LAYER OF COLOR MULCH AVAILABLE FROM HARTWOOD'S (951) 674-1001

NORTH

0 30 60 90 feet
1" = 30''

DEVELOPER/OWNER:
RIDGE MORENO VALLEY, LLC C/O
RIDGE PROPERTY TRUST
264 CENTURY - SUITE 104 • TYSONS CORNER, VA 22182
TEL: (703) 506-9000 • FAX: (703) 506-9001

PROJECT TITLE: PRELIMINARY LANDSCAPE PLAN

PROJECT NAME:
CENTERPOINT BUSINESS PARK
Building 11

2400 Cactus Avenue, Moreno Valley, CA 92555

DRAWN BY: BKT DATE: 11-30-12
REV NO:
PROJECT NO.:
SHEET NO.: L-1
OF 1 SHEETS

MV00187269

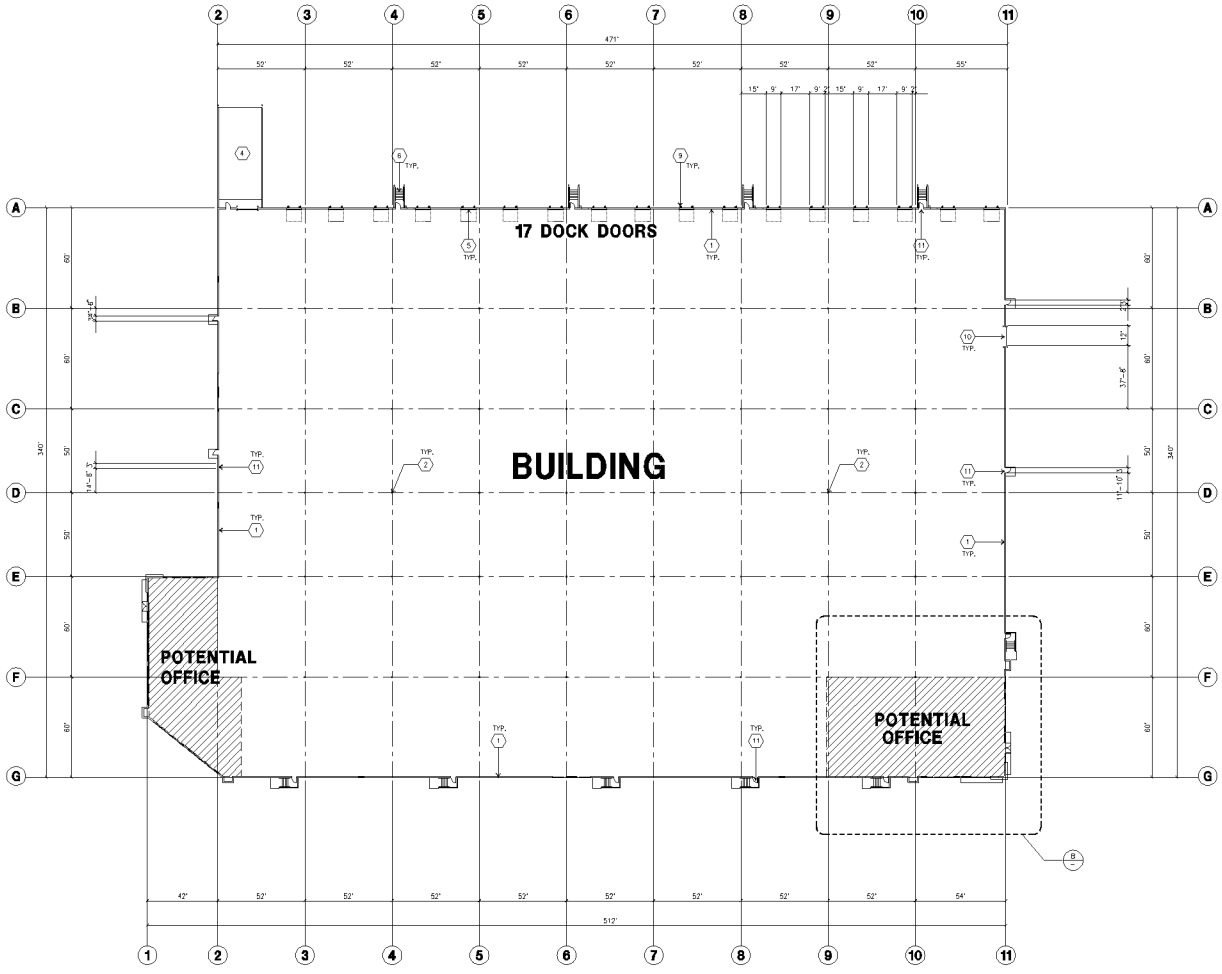

OVERALL FLOOR PLAN (A)
scale: 1"=30'-0"

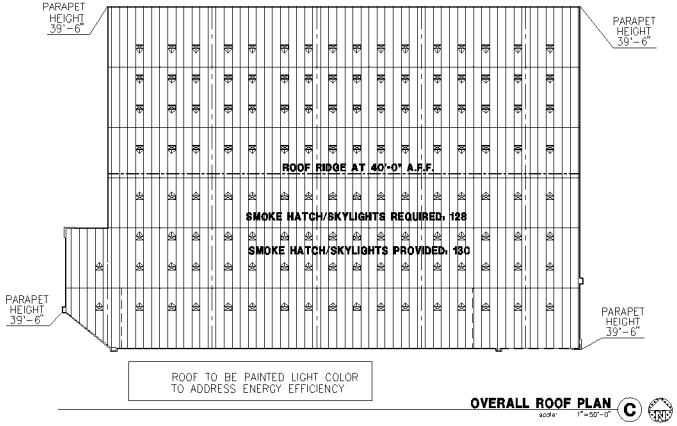

OVERALL ROOF PLAN (C)
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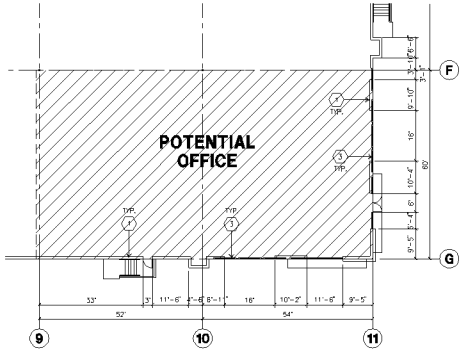

ENLARGED FLOOR PLAN (B)
scale: 1/16"=1'-0"

KEYNOTES - FLOOR PLAN

1. CONCRETE TILT-UP PANEL. SEE "S" DWGS. FOR THICKNESS AND STEEL REQUIREMENTS.
2. STRUCTURAL STEEL COLUMN. SEE "S" DRAWINGS FOR SIZE.
3. TYPICAL STOREFRONT SYSTEM WITH GLAZING. SEE OFFICE BLOW-UP AND ELEVATIONS FOR SIZE, COLOR AND LOCATIONS
4. CONCRETE RAMP W/ 42"HIGH CONC TILT-UP GUARD WALL OR BUILDING WALL ON BOTH SIDE OF RAMP. SEE "S" DWG FOR DETAIL.
5. 9'-0" X 10' TRUCK DOOR, SECTIONAL O.H., STANDARD GRADE.
6. EXTERIOR CONCRETE STAIR
7. 5'-0"X5'-0"X4" THICK CONCRETE EXTERIOR LANDING PAD TYPICAL AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREA. FINISH TO BE MEDIUM BROOM FINISH. SLOPE TO BE 1/4". 1:12 MAX. PROVIDE WALK TO HARD SURFACE PER CITY REQUIREMENTS.
8. LOUVERED OPENING FOR VENTILATION.
9. DOCK DOOR BUMPER
10. 12' X 14' DRIVE THRU, SECTIONAL OH, STANDARD GRADE DESIGNED TO RESIST WIND 90 MPH, EXPOSURE "C".
11. 3'X7' HOLLOW METAL EXTERIOR MAN DOOR, DESIGNED TO RESIST WIN 90 MPH, EXPOSURE "C".
12. SOFFIT LINE ABOVE
13. BRACE FRAME. SEE "S" DWGS.
14. CONC. FILLED GUARD POST 8" DIA. U.N.O. 42"H.
15. EXTERIOR DOWNSPOUT WITH OVERFLOW SCUPPER.
16. Z GUARD
17. APPROXIMATE LOCATION OF ROOF TOP UNIT.
18. TRASH COMPACTOR (N.I.C.) PROVIDE SPRINKLERS PER CODE REQUIREMENTS. INSTALLER SHOULD PAINT TO MATCH BUILDING

GENERAL NOTES - FLOOR PLAN

A. THIS BUILDING IS DESIGNED FOR HIGH PILE STORAGE WITH FIRE ACCESS MAN DOORS AT 100' MAXIMUM O.C. A SEPARATE PERMIT WILL BE REQUIRED FOR ANY RACKING/CONVEYER SYSTEMS.
B. FIRE HOSE LOCATIONS SHALL BE APPROVED PER FIRE DEPARTMENT.
C. THE BUILDING FLOOR SLAB IS SLOPED. SEE "C" DRAWINGS FOR FINISH SURFACE ELEVATIONS.
D. NOT USED
E. WAREHOUSE INTERIOR CONCRETE WALLS ARE PAINTED WHITE. COLUMNS ARE TO RECEIVE PRIMER ONLY. ALL OTHER BD. WALLS IN WAREHOUSE TO RECEIVE 1 COAT OF WHITE TO COVER.
F. SLOPE POUR STRIP 1/2" TO EXTERIOR AT ALL MANDOOR EXITS. SEE "S" DRAWINGS FOR POUR STRIP LOCATION
G. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE PANEL WALL GRIDLINE, OR FACE OF STUD U.N.O.
H. SEE CIVIL DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR TO VERIFY ACTUAL UTILITY LOCATIONS. PLUMBING/ELECTRICAL COORDINATION.
I. FOR DOOR TYPES AND SIZES, SEE DETAIL SHEET AD.4 NOTE: ALL DOORS PER DOOR SCHEDULE ARE FINISH OPENINGS.
J. CONTRACTOR TO PROTECT AND KEEP THE FLOOR SLAB CLEAN. ALL EQUIPMENT TO BE DAMPERED INCLUDING CHIPS AND TRUCKS.
K. ALL EXIT MAN DOORS IN WAREHOUSE TO HAVE ILLUMINATED EXIT SIGN. HARDWARE.
L. HIGHLY FLAMMABLE AND COMBUSTIBLE MATERIAL SHALL NOT BE USED OR STORED IN THIS BUILDING.
M. EACH EXTERIOR EXIT DOOR SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS "EXIT". THE MOUNTING HEIGHT FOR SUCH SIGNAGE SHALL BE 60" FROM FINISH FLOOR LEVEL TO THE CENTER OF THE SIGN
N. NON-ACCESSIBLE DOOR PROVIDE WARNING SIGN LOCATED IN THE INTERIOR SIDE PER CBC 11338.1.1
O. ALL ROOF MOUNTED MATERIALS SHALL BE FULLY SCREENED FROM PUBLIC VIEW.

FLOOR SLAB AND POUR STRIPS REQ.

THESE NOTES ARE VERY MIN. REQUIREMENT. SEE "S" DWGS FOR ADDITIONAL REQUIREMENTS

1. FLOOR COMPACTION - 95%
2. TRENCH COMPACTION - 90%
3. BUILDING FLOOR SLAB:
   A. 6" THICK MIN. UNREINFORCED CONCRETE OVER COMPACTED SOILS
   B. 3/4" - 16"LONG @ 12" O.C. DOWELS AT ALL CONSTRUCTION JOINTS
   3/4" - 16"LONG @ 24" O.C. DOWELS IN DOWEL BASKET AT ALL CONTROL JOINTS.
   C. 4,000 P.S.I. REQUIREMENT
   D. SLUMP TO BE 4" +/- 1"
   E. JOINT SPACING PER A.C.I. 302-1R-96
   F. SAW-CUT DEPTH 1/4 TO SOFT SAW-CUTTING WITHIN 2 HRS OF FINISHING
4. CONTRACTOR TO BUILD FOR CLASS V FLOOR PER A.C.I. 302-1R-96
5. NOT USED
6. CONCRETE SLAB TO HAVE STEEL FLOAT HARD TROWEL BURNISHED FINISH.
7. CONTRACTOR TO CURE SLAB TO BE WET CURING USING BURLAP FOR 7 DAYS MIN
8. ALL EQUIPMENT & MOVING VEHICLES SHALL BE DAMPERED.
9. NO CRANES, CONCRETE TRUCKS, OR ANYTHING HEAVIER WILL BE PLACED ON THE SLAB
10. SLAB TO BE F135 FL24 MEASURED WITHIN 24 HOURS.
11. NO FLY ASH IN THE CONCRETE
12. WHERE [hatched] INDICATED, PROVIDE VAPOR BARRIER (15MIL STEGO OR EQUAL) UNDER THE CONCRETE SLAB. PROVIDE SAND PER SOILS ENGINEER OR MANUFACTURER'S RECOMMENDATION
    CONCRETE SLAB IN FUTURE OFFICE AREAS, WHERE SAND OVER VOLLEN ARE REQUIRED, SHALL BE NATURALLY HYDRATED WITHOUT USE OF BURLENE, CURING COMPOUND, OR RELEASE AGENTS.
    CONTROL/CONSTRUCTION JOINTS SHALL NOT BE FILLED WITH MM-80 JOINT FILLER IN FUTURE OFFICE AREAS.
13. SEAL CONCRETE SLAB W/ "LIMADURT" SEALER

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Ridge Property Trust
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FAX: (562) 856-3820

Project:

CENTERPOINT BUSINESS PARK BUILDING 11

23400 Cactus Ave.
Moreno Valley, CA 92555

Consultants:

CIVIL	Hulte-Zollars
STRUCTURAL	
MECHANICAL	
PLUMBING	
ELECTRICAL	
LANDSCAPE	Environs
FIRE PROTECTION	
SOILS ENGINEER	

Title: FLOOR PLAN

Project Number: 9231
Drawn by: JAIME CRUZ
Date: OCTOBER 19, 2012
Revision:

PA 12-0019

Sheet:

A2.1
FLOOR PLAN
08/27/2012

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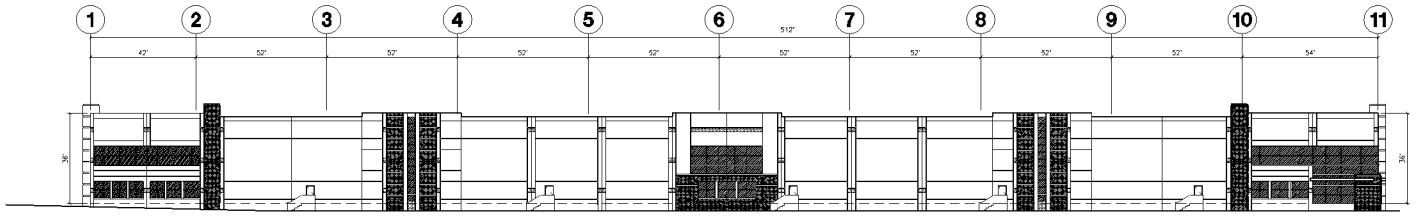

SOUTH ELEVATION (A)
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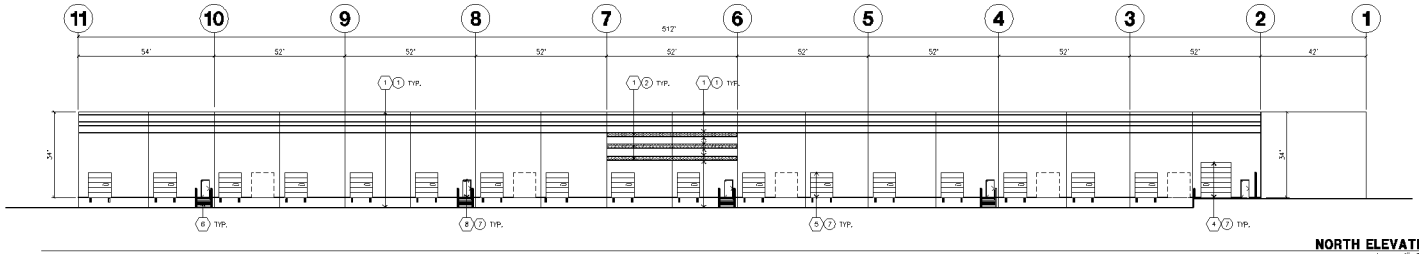

NORTH ELEVATION (B)
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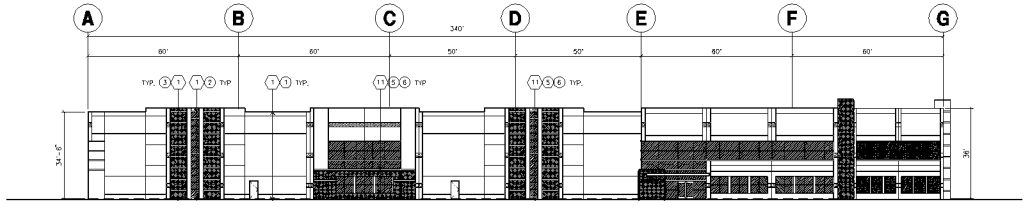

WEST ELEVATION (C)
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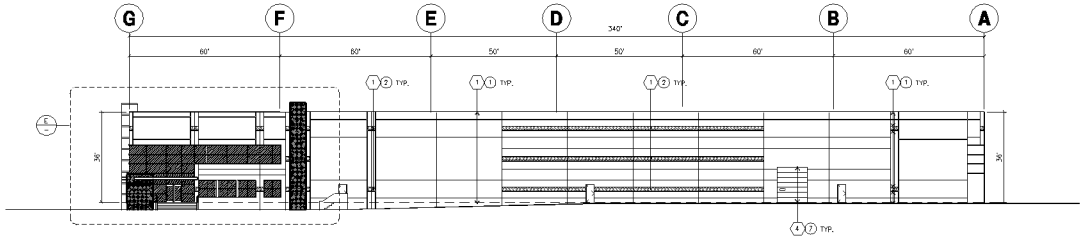

EAST ELEVATION (D)
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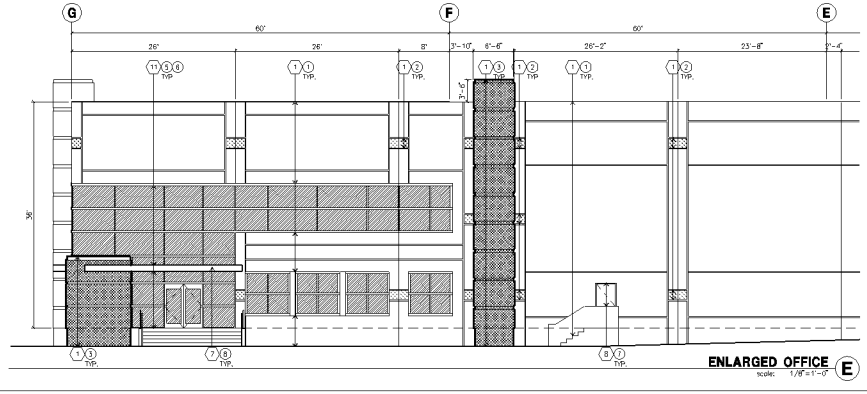

ENLARGED OFFICE (E)
scale: 1/8"=1'-0"

KEYNOTES - ELEVATIONS

1. CONCRETE TILT-UP PANEL(PAINTED). FINISH GRADE VARIES. SEE "C" DRAWINGS. WATERPROOF ALL WALLS WHERE GRADE IS HIGHER AND EXPOSED TO THE WEATHER ONE SIDE. WATERPROOFING TO BE PROTECTED WITH PROTECTION BOARD AND A MIN. OF 6" OF GRAVEL. PROVIDE TRENCH DRAIN AT BOTTOM AND DAYLIGHT TO CURB OR TAKE TO STORM DRAIN. NOT REQUIRED AT DOCK HIGH CONDITION OF AT RAMP WALLS.
2. PANEL JOINT.
3. PANEL REVEAL. ALL REVEALS TO HAVE A MIN. OF 3/8" CHAMFER. REVEAL COLOR TO MATCH ADJACENT BUILDING FIELD COLOR, U.N.O.
4. OVERHEAD DOOR @ DRIVE THRU. SEE DOOR SCHEDULE. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND.
5. OVERHEAD DOOR @ DOCK HIGH. SEE DOOR SCHEDULE. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND.
6. CONCRETE STAIR, LANDING AND GUARDRAIL W/ METAL PIPE HANDRAIL. PROVIDE NON SKID NOSING TO MEET ADA REQUIREMENTS. PROVIDE CONTRASTING COLORED 2" WIDE WARNING STRIPE INTEGRAL TO CONCRETE AT TOP LANDING AND BOTTOM TREAD PER ADA REQUIREMENTS.
7. CANOPY
8. HOLLOW METAL DOORS. SEE DOOR SCHEDULE. PROVIDE COMPLETE WEATHER STRIPPING ALL AROUND DOOR. PROVIDE FOR RAIN DIVERTER ABOVE DOOR.
9. EXTERIOR DOWNSPOUT AND OVERFLOW SCUPPER
10. DOCK BUMPER
11. ALUMINUM STOREFRONT FRAMING WITH TEMPERED GLAZING AT ALL DOORS, SIDELITES ADJACENT TO DOORS AND GLAZING WITH BOTTOMS LESS THAN 18" ABOVE FINISH FLOOR ELEVATION.

GENERAL NOTES - ELEVATIONS

A. ALL PAINT COLOR CHANGES TO OCCUR AT INSIDE CORNERS UNLESS NOTED OTHERWISE.
B. ALL PAINT FINISHES ARE TO BE FLAT UNLESS NOTED OTHERWISE.
C. T.O.P. EL.= TOP OF PARAPET ELEVATION.
D. F.F. = FINISH FLOOR ELEVATION.
E. STOREFRONT CONSTRUCTION: GLASS, METAL ATTACHMENTS AND LINTELS SHALL BE DESIGNED TO RESIST 60 MPH. EXPOSURE "C" WINDS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PRIOR TO INSTALLATION.
F. CONTRACTOR SHALL FULLY PAINT ONE CONCRETE PANEL W/ SELECTED COLORS. ARCHITECT AND OWNER SHALL APPROVE PRIOR TO PAINTING REMAINDER OF BUILDING.
G. BACK SIDE OF PARAPETS TO HAVE SMOOTH FINISH AND BE PAINTED WITH ELASTOMERIC PAINT.
H. FOR SPANDREL GLAZING: ALLOW SPACE BEHIND SPANDREL TO BREATH.
J. USE ADHESIVE BACK WOOD STRIPS FOR ALL REVEAL FORMS.
K. THE FIRST COAT OF PAINT TO BE ROLLED-ON AND THE SECOND COAT TO BE SPRAYED-ON

COLOR SCHED. - ELEVATIONS

1	CONCRETE TILT-UP PANEL PAINT BRAND:	FRAZEE 304 PEBBLE GRAY
2	CONCRETE TILT-UP PANEL PAINT BRAND:	FRAZEE 501 SHELL WHITE
3	CONCRETE TILT-UP PANEL PAINT BRAND:	FRAZEE 553 STORMY SKY
4	NOT USED PAINT BRAND:	
5	GLAZING COLOR:	BLUE REFLECTIVE
6	MULLIONS PAINT BRAND:	CLEAR ANODIZED
7	DOORS PAINT BRAND:	FRAZEE 527 MARKET BASKET
8	CANOPY PAINT BRAND:	FRAZEE 527 MARKET BASKET

GLAZING LEGEND

- SPANDREL GLASS
- TEMPERED VISION GLASS
- VISION GLASS

PAINT AND MATERIAL LEGEND

1 2 3

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STRUCTURAL	
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ELECTRICAL	
LANDSCAPE	Environs
FIRE PROTECTION	
SOILS ENGINEER	

Title:

Project Number: 9231
Drawn by: JAIME CRUZ
Date: OCTOBER 19, 2012
Revision:

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Sheet:

A3.1

ELEVATION PLAN
08/27/2012

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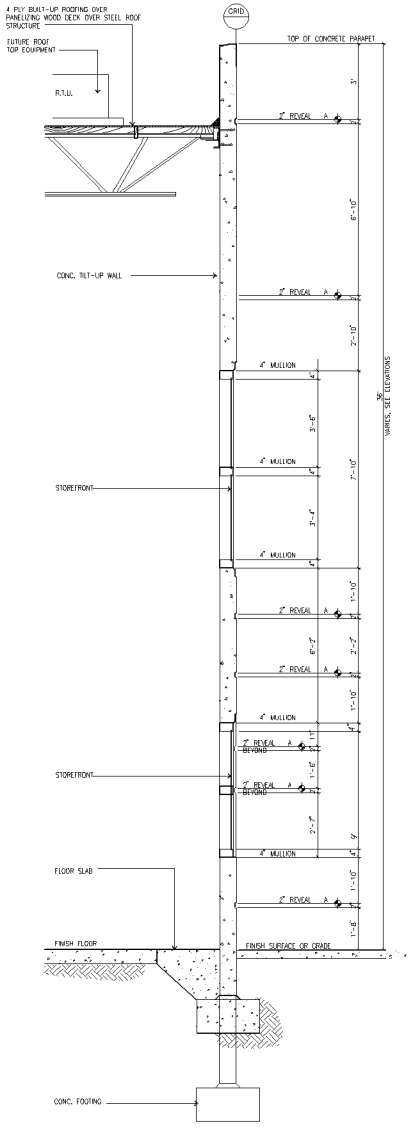

TYP. STOREFRONT ELEVATION (A)

scale: 1/2" = 1'-0"

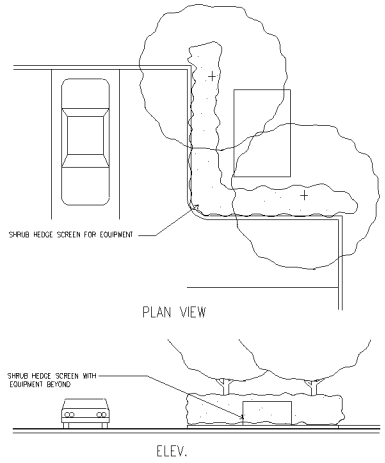

GROUND MOUNTED EQUIPMENT SCREENING, TYP. (B)

scale:N.T.S.

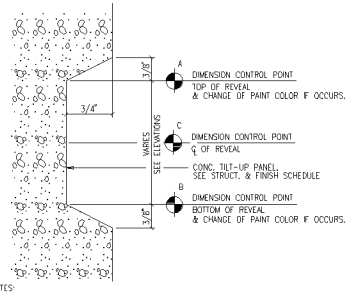

NOTES:

1. DIMENSION CONTROL POINTS AT REVEALS AND EDGE OF CONCRETE OPENINGS WHERE OCCUR, SEE WALL SECTIONS.
2. PAINT COLOR CHANGES TO ALWAYS OCCUR AT CONTROL POINT "A" OR "B"

TYP. CONCRETE REVEAL (C)

scale:N.T.S.

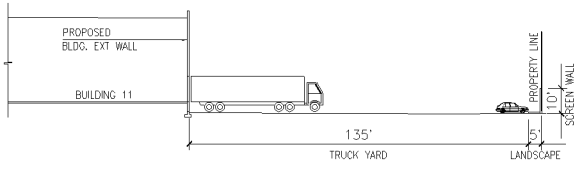

TRUCKYARD SECTION (D)

scale: 1" = 20'-0"

GENERAL NOTES - ELEVATIONS

A. CONTRACTOR TO VERIFY ALL GRADES W/ CURRENT "C" PLAN & VERIFY SITE CONDITIONS. VERIFY ALL TOP OF WALL HEIGHTS(T.O.W.) & FINISH SURFACE GRADES.

B. PROVIDE 3" DIA. P.V.C. WEEP HOLES @ 8' O.C. IN SCREEN WALLS @ GRADE GRADE LEVEL ON TRUCK YARD SIDE.

C. CONTRACTOR TO PROVIDE WATER-PROOFING MEMBER TO SCREEN WALL AT ALL RETAINING/ BERMING CONDITIONS. PROVIDE WATERPROOFING @ HIGHSIDE OF WALL ONLY. CONTRACTOR TO SUBMIT WATERPROOFING SPECIFICATIONS TO ARCHITECT PRIOR TO INSTALLATION.

D. SCREEN WALLS TO BE SUBMITTED UNDER SEPARATE PERMIT FROM BUILDING DEPARTMENT PER COUNTY STANDARD.

E. GATE MANUFACTURER TO PROVIDE DETAILING OF GATES TO WITHSTAND 90 MPH. WINDS, EXPOSURE "C" AND VERIFY ALL DIMENSIONS, DETAILS AND SITE CONDITIONS W/ CONTRACTOR.

ALL GATES TO BE WALL BRACED. SUB-CONTRACTOR TO SUBMIT SHOP DRAWINGS TO ARCHITECT PRIOR TO INSTALLATION.

CONTRACTOR TO VERIFY ALL CIVIL AND STRUCTURAL DRAWINGS FOR SCREEN-WALL HEIGHT. CONTRACTOR TO PROVIDE A MIN. OF 10'-0" HIGH SCREEN-WALL FROM FINISH GRADE @ STREET SIDE. CONTRACTOR TO ADJUST SCREEN-WALL HEIGHT AND FOOTING IN THE FIELD.

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Project Number: 9231
Drawn by: JAIME CRUZ
Date: OCTOBER 19, 2012
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A4.1

SECTION
08/27/2012

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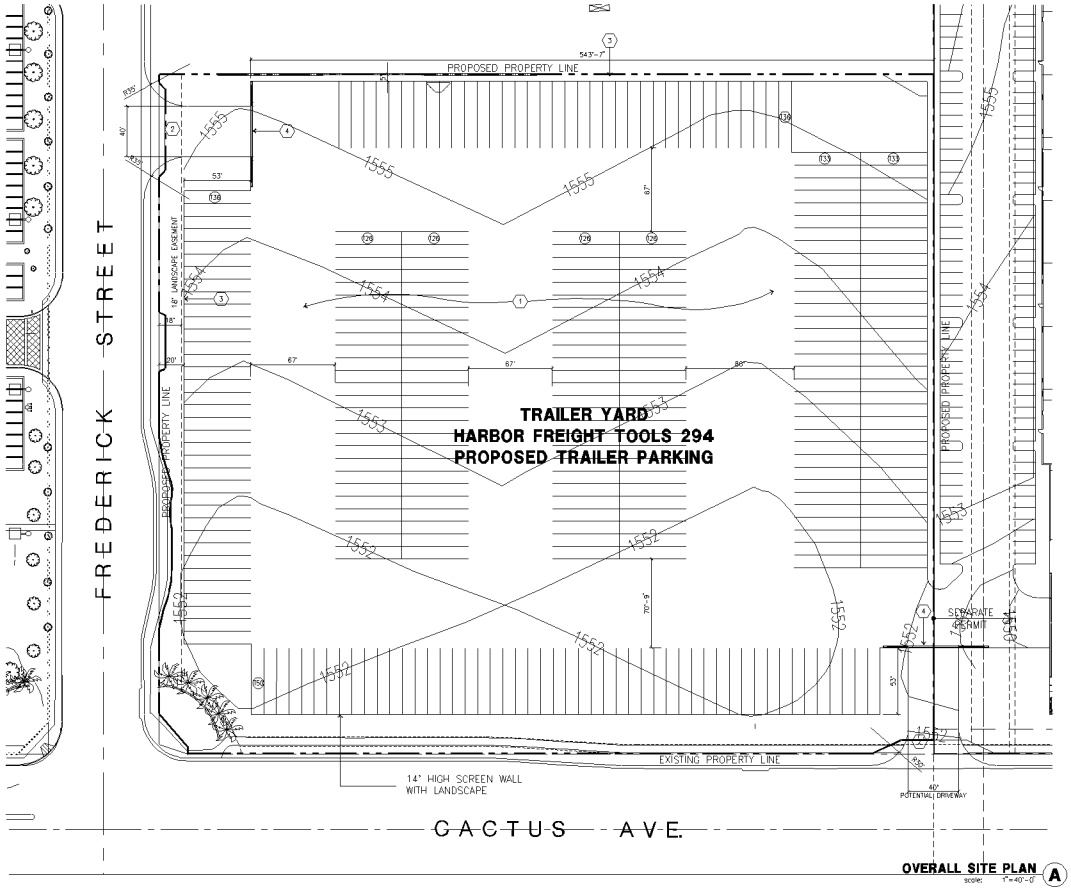

OVERALL SITE PLAN (A)
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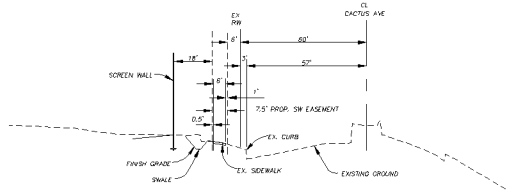

CACTUS AVENUE - EASEMENT SECTION (B)
N.T.S

site plan general notes

1. THE SOILS REPORT PREPARED BY ASSOCIATED SOILS ENGINEERING, IS TO BE A PART OF THESE CONTRACT DOCUMENTS.
2. IF SOILS ARE EXPANSIVE IN NATURE, USE STEEL REINFORCING FOR ALL SITE CONCRETE
3. THE ENTIRE PROJECT SHALL BE PERMANENTLY MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM.
4. CONTRACTOR TO REFER TO "C" DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS.
5. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS. SEE "C"DRAWINGS FOR FINISH GRADE ELEVATIONS.
6. CONSTRUCTION DOCUMENTS PERTAINING TO THE LANDSCAPE AND IRRIGATION OF THE ENTIRE PROJECT SITE SHALL BE SUBMITTED TO THE PLANNING DIVISION AND APPROVED BY PUBLIC FACILITIES DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMITS.
7. PRIOR TO FINAL CITY INSPECTION, THE LANDSCAPE ARCHITECT SHALL SUBMIT A CERTIFICATE OF COMPLETION TO PLANNING DIVISION.
8. ALL LANDSCAPE AND IRRIGATION DESIGNS SHALL MEET CURRENT CITY STANDARDS AS LISTED IN GUIDELINES OR AS OBTAINED FROM PLANNING DIVISION.
9. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB
10. APPROVED CONCEPTUAL LANDSCAPE PLAN PRIOR TO GRADING PERMIT

site plan keynotes

1. ASPHALT CONCRETE (AC) PAVING
2. DRIVEWAY APRONS TO BE CONSTRUCTED PER CITY STANDARD 119C MODIFIED. PROVIDE STAMPED CONCRETE W/ LIGHT BROOM FIN. AT ALL DRIVE LOCATIONS. PROVIDE VERTICAL & HORIZONTAL EXPANSION JOINTS AT A MAXIMUM OF 15' O.C. SPACING.
3. 14' HIGH CONCRETE TILT-UP SCREEN WALL
4. 8'H WROUGHT IRON SLIDING GATE
5. LANDSCAPE. SEE CONCEPTUAL LANDSCAPE PLAN.

site legend

- LANDSCAPED AREA
- AC. PAVING
- EXISTING RIGHT OF WAY
- PROPOSED PROPERTY LINE

project information

Owner / Applicant
RIDGE MORENO VALLEY, LLC
201 COVINA AVE. - STE #8
LONG BEACH, CA 90803
TEL: (562) 856-3819
CONTACT: DENNIS RICE

Architect
HPA, INC.
18831 BARDEEN AVE. SUITE #100
IRVINE, CA 92612
TEL: (949) 863-1770
CONTACT: JAIME CRUZ

Applicant's Representative
INLAND EMPIRE DEVELOPMENT SERVICES, INC
931 MONARCH COURT
BEAUMONT, CA 92223
TEL: (951) 845-1003
CONTACT. GIL SAENZ

Civil Engineer
HUITT ZOLLARS
3990 CONCOURS STE 330
ONTARIO, CA 91764
TEL: (909) 941-7799
CONTACT: MAURICE MURAD

Landscape Architect
ENVIRONS
1746 N GRIDGEPORT AVE
CLAREMONT, CA 91711
TEL: (909) 626-4963
CONTACT: BRETT FRENCH

Zoning
LI (LIGHT INDUSTRIAL)

Assessors Parcel Number
297-170-027

Legal Description
LOT 5, BLK. 259 OF MAP NO. 1
BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO. AS SHOWN BY MAP ON FILE IN BK. 11, PG. 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA

tabulation

TABULATION		
site area (in s.q.ft.)	330,250	sf
site area (in acres)	7.58	ac.
Parking provided		
Trailers (10'x53')	294	stalls
Landscape provided	34,209	sf
% of Landscape provided	10.4%	

utility information

TELEPHONE:
VERIZON
150 SO JUANITA ST
HEMET, CA 92543
PHONE: (951) 658-7305
CONTACT: PAUL BRILLINGER

ELECTRIC:
MORENO VALLEY UTILITIES
14177 FREDERICK ST
MORENO VALLEY, CA 92552
PHONE: (951) 413-3480
CONTACT: MICHELLE PIERCE

GAS
THE GAS COMPANY
12500 TRUMBLE ROAD SC 8058
MIDWOLAND, CA 92380
PHONE: (909) 335-3902
CONTACT: DAVE MULLIGAN

WATER:
EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE ROAD
PERRIS, CA 92571
PHONE: (951) 928-3777
CONTACT: NEW BUSINESS

SEWER
EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE ROAD
PERRIS, CA 92571
PHONE: (951) 928-3777
CONTACT: NEW BUSINESS

CABLE - TV
TIME WARNER
1500 AUTO CENTER DR.
ONTARIO, CA 91761
PHONE: (951) 975-3380
(951) 390-4777
CONTACT: MARK DALENHAUER

vicinity map

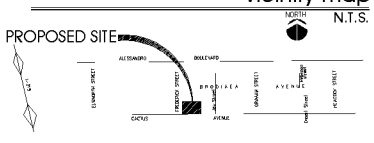

OVERALL ALTERNATE SITE PLAN

HPA architecture

hpa, inc.
18831 bardeen avenue, - ste. #100
irvine, ca
92612
tel: 949-863-1770
fax: 949-863-0651
email: hpa@hparchs.com

Owner:

RIDGE MORENO VALLEY, LLC C/O
RIDGE PROPERTY TRUST
201 COVINA AVE. - STE. #8
LONG BEACH, CA 90803

PH: (562) 856-3819
FAX: (562) 856-3820

Project:

CENTERPOINT BUSINESS PARK BUILDING 11

23400 Cactus Ave.
Moreno Valley, CA 92555

Consultants:

CIVIL	Huitt-Zollars
STRUCTURAL	
MECHANICAL	
PLUMBING	
ELECTRICAL	
LANDSCAPE	Environs
FIRE PROTECTION	
SOILS ENGINEER	

Title:

Project Number: 9231
Drawn by: JAIME CRUZ
Date: OCTOBER 19, 2012
Revision:

PA 12-0019

Sheet:

A1.2
ALT. SITE PLAN
08/27/2012

MV00187273

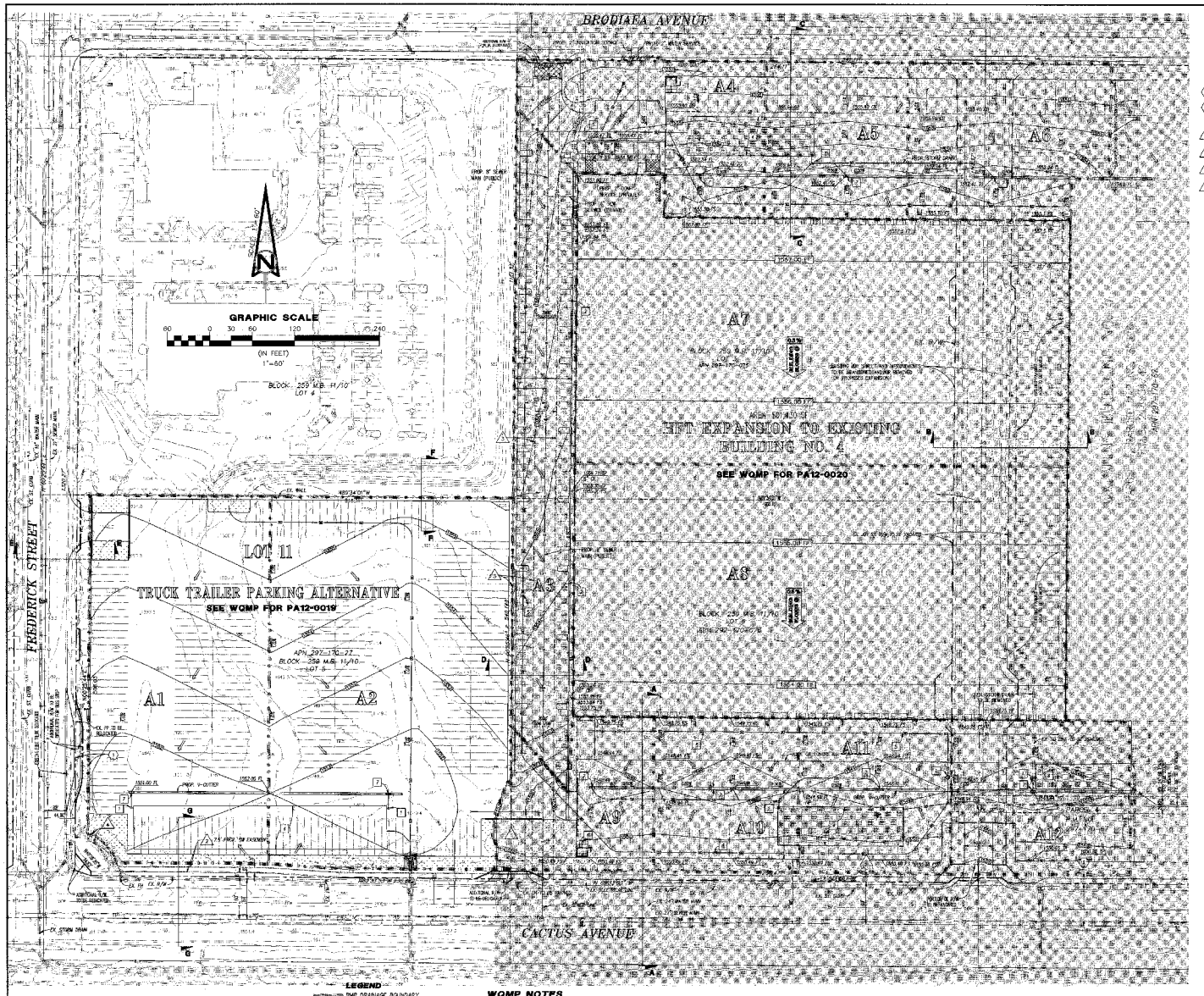

EXISTING TOPOGRAPHY DEVELOPED AND SUPPLIED BY SAKI AERIAL TOPOGRAPHICS DATED JANUARY 2, 2012

FAR ELEVATION IS BASED ON A PRELIMINARY 5" SLAB SECTION. CONTRACTOR TO DETERMINE ULTIMATE SLAB THICKNESS BASED ON SOILS REPORT RECOMMENDATIONS.

EXISTING EASEMENT TO REMAIN

1. DENOTES 18' EASEMENT TO THE CITY OF MORENO VALLEY FOR LANDSCAPE PURPOSES PER INSTRUMENT NO. 025604, RECORDED JANUARY 9, 1997.
2. 7.5' EXISTING SIDEWALK EASEMENT PER PARCEL MAP 32328, END AT 20TH STREET

PROPOSED EASEMENT

1. A RECIPROCAL ACCESS EASEMENT WILL BE REQUIRED FOR THAT PORTION OF THE PROPOSED DRIVEWAY ON CACTUS AVENUE THAT IS LOCATED PARTIALLY OUTSIDE OF THE PROJECT BOUNDARY.
2. 7.5' EASEMENT FOR PUBLIC SIDEWALK PURPOSES TO BE DEDICATED ON PARCEL MAP
3. DENOTES 30' EASEMENT TO EMWD FOR SEWER MAIN FOR BUILDING ALTERNATIVE.
4. ADDITIONAL EASEMENT TO BE DEDICATED FOR LANDSCAPE PURPOSES

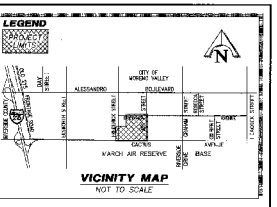

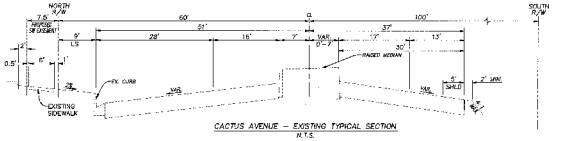

CACTUS AVENUE – EXISTING TYPICAL SECTION
N.T.S.

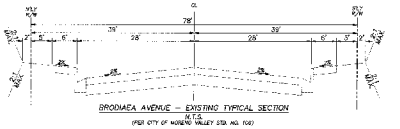

BRODIAEA AVENUE – EXISTING TYPICAL SECTION
N.T.S.
(PER CITY OF MORENO VALLEY STD. NO. 108)

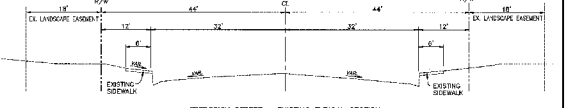

FREDERICK STREET – EXISTING TYPICAL SECTION
N.T.S.

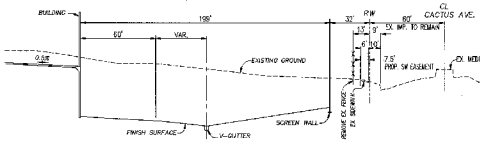

SECTION A–A
SCALES: H=40' V=4'

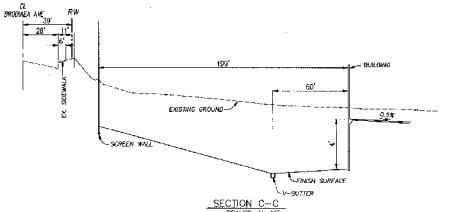

SECTION C–C
SCALES: H=40' V=4'

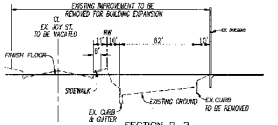

SECTION B–B
SCALES: H=40' V=4'

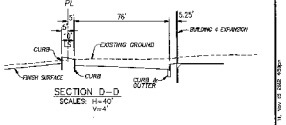

SECTION D–D
SCALES: H=40' V=4'

FLOW BASED BMP'S			
AREA	BMP	Q_{BMP}	ACRES
A1	CATCH BASIN FILTER	1.810 CFS	3.100
A2	CATCH BASIN FILTER	2.980 CFS	4.090

VOLUME BASED BMP'S			
AREA	BMP	V_{BMP}	ACRES
A1+A2	INFILTRATION BASIN	17617 CF	7.190

GENERAL NOTES

1. GROSS & DISTURB AREA FOR
   LOT 4 EXPANSION = 21.30 AC
   LOT 11 = 7.59 AC
2. FLOOD ZONE X PANEL NO 060074 0020 B
   MAP REVISED MAY 17, 1993
3. PRELIMINARY EARTHWORK
   RAW CUT = 81005 CY
   RAW FILL = 12538 CY

   FINAL QUANTITIES WILL BE DETERMINED AT ROUGH GRADING AND FINAL DESIGN

LEGEND

- BMP DRAINAGE BOUNDARY
- PROPOSED STORM DRAIN
- PROPOSED SEWER
- PROPOSED WATER
- PROPOSED GRADE BREAK LINE
- PROPOSED R/W
- EXISTING R/W
- PROPOSED GRATING INLET
- PROPOSED CURB OPENING INLET
- FF PROPOSED FINISH FLOOR ELEVATION
- TP TOP OF PAVEMENT
- TG TOP OF GRATE
- FL FLOWLINE
- CF CURB FACE
- FS FINISHED SURFACE
- CB CATCH BASIN
- PL PROPERTY LINE
- R/W RIGHT-OF-WAY
- CL CENTERLINE
- PROP. PROPOSED
- EX. EXISTING
- DRWY DRIVEWAY
- DIRECTION OF FLOW
- LANDSCAPED AREA
- NOT A PART

WQMP NOTES

1. INSTALL STORM WATER CLARIFIER (CDS UNIT OR APPROVED EQUAL)
4. CONSTRUCT UNDERGROUND INFILTRATION CHAMBER SYSTEM
7. INSTALL CATCH BASIN FILTER (BIO-CLEAN OR APPROVED EQUAL) AND PROVIDE "NO DUMPING" STENCIL PER CITY REQUIREMENTS.

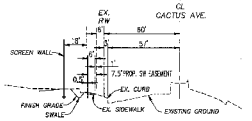

SECTION G–G
SCALES: H=40' V=4'

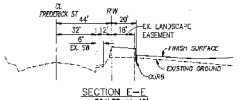

SECTION E–E
SCALES: H=40' V=4'

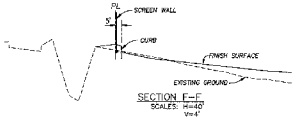

SECTION F–F
SCALES: H=40' V=4'

CONCEPTUAL GRADING, DRAINAGE, UTILITY & WQMP PLAN

FOR

MORENO VALLEY CENTERPOINTE

BUILDING 4 EXPANSION & LOT 11 PARKING ALTERNATIVE (PA12-0020 & PA12-0019)

CACTUS AVENUE & FREDERICK STREET

CITY OF MORENO VALLEY

HUITT-ZOLLARS

HUITT-ZOLLARS, INC.

3880 CONCOURS, SUITE 330 • ONTARIO, CALIFORNIA 91764 • (909) 941-7796

PREPARED BY: MAURICE M. MURNO — PLS 33368 — EXPIRES 5-30-14 — DATE

DESIGNED BY	MHM
DRAWN BY	MAY M.
CHECKED BY	MHM
FIELD BOOK	
JOB NO.	11-0214-24
SHEET	1 OF 1 SHEETS

MV00187274

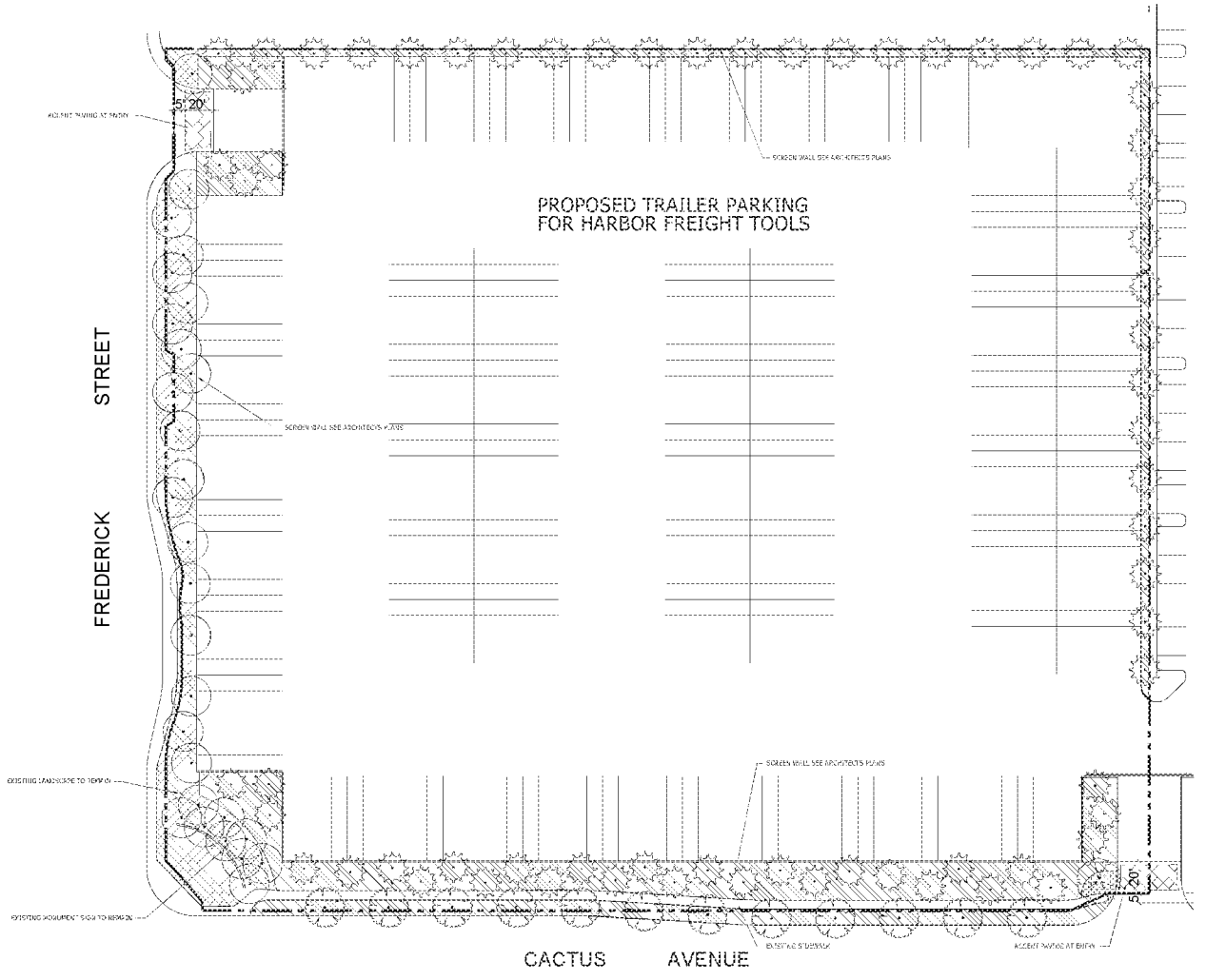

TREE PALETTE

SYMBOL	BOTANICAL NAME	COMMON NAME	COND	GAL	QTY
	Cinnamomum Camphora	Camphor Tree	Evergreen		22
	Koelreuteria bipinnata	Chinese Flame Tree Multi-Trunk	36"Box	Med	1
	Pinus eldarica	Afghan Pine	15 Gal & 24" Box	Low	25
	Pinus brutia	African Sumac	24"Box	Low	10

ROOT BARRIER NOTE

ALL TREES WITHIN 5'-0" OF PAVEMENT SHALL BE IN A 24"W 120 LINEAR FEET BARRIER BOX WITH ONE 1" WRAPPED AROUND THE FULL FIRST BARRIER MOUNTED TO HARDSCAPE AND ROOTS ON BOTH SIDES OF THE BOX EXTENDING 5' IN BOTH DIRECTIONS TO AN EXTRA 1' LENGTH OF 10'.

CONCEPT PLANT SCHEDULE

SHRUB & GROUND COVER PALETTE - LOW WATER USE 51,154 sf

Acacia redolens "Desert Carpet" / Red Gum Wattle
Arctostaphylos densiflora "Sand Cherry" / Manzanita
Arctostaphylos hookeri / Strawberry Tree Shrub
Baccharis pilularis "Pigeon Point" / Coyote Brush
Ceanothus stemos / Lemon Ceanothus / Lemon Ceanothus
Carex tumulicola / Berkeley Sedge
Cistus ahweseyiensis / Pushkey Cistus
Cistus x purpureus / Orchid Rockrose
Dianella prunina "Emerald" / Dianella
Gaillardia aristata / Fleur
Hesperaloe parviflora / Yellow Yucca
Muhlenbergia capillaris "Autumn Flash" / Muhly
Muhlenbergia rigens / Deer Grass
Nassella pulchra / Purple Needle Grass
Rosmarinus officinalis "Huntington Blue" / Rosemary
Rosmarinus officinalis "Tuscan Blue" / Tuscan Blue Rosemary
Salvia greggii "Furman's Red" / Furman's Red Sage
Waldenbergia fistulosa / Coast Rockcress

SHRUB & GROUND COVER PALETTE - MEDIUM WATER USE 2,715 sf

Aloe x "Blue Elf" / Blue Elf Aloe
Aloe x "Green Gem" / Green Gem Aloe
Dietes bicolor "Moonlight" / Moonlight Lily
Hemerocallis "Lemon Yellow" / Daylily
Leucophyllum frutescens / Texas Privet
Nandina domestica / Heavenly Bamboo
Phormium / Flax
Pittosporum tenuifolium "Golf Ball" / Golf Ball
Rhaphiolepis indica "Clara" / Indian Hawthorn
Ruellia brittoniana "Katherine" / Katherine Ruellia
Rosa x "Flower Carpet Pink" / Rose
Spiraea nipponica / Snow Mound

EXISTING LANDSCAPE TO REMAIN

EXISTING LANDSCAPE TO REMAIN. PROTECT IN PLACE AND LANDSCAPE THAT IS DAMAGED DURING CONSTRUCTION MUST BE REPLACED WITH IN KIND

MULCH NOTE

ALL PLANTER AREAS TO RECEIVE 4" LAYER OF COVER MULCH AVAILABLE FROM EARTHWORKS (951) 871-0201

NORTH

0 30 60 90 feet
1" = 30'

OWNER/DEVELOPER:
RIDGE MORENO VALLEY, LLC C/O
RIDGE PROPERTY TRUST
26 CENTURY, STE 34 • TRINE DESERT CA 92653
TEL: (714) 693-0497 • FAX: (714) 693-0498

Environs
LANDSCAPE ARCHITECTURE
Creating Sustainable Water Conserving Solutions
28 N. Bridgeport Avenue • Corona, CA 92882
Tel: 951 - 736 - 0 • www.environs.com

REVISIONS	DATE
1	
2	
3	
4	
5	

SHEET TITLE: PRELIMINARY LANDSCAPE PLAN

PROJECT/JOB DESCRIPTION:
CENTERPOINT BUSINESS PARK
Building 11
24810 Cactus Avenue, Moreno Valley, CA 92553

DRAWN BY: BKT DATE: 4-26-12
SCALE: 1" = 30'
JOB NO.: 2010-010-03

SHEET NO.: L-1
OF 1 SHEETS

MV00187275

ATTACHMENT 9

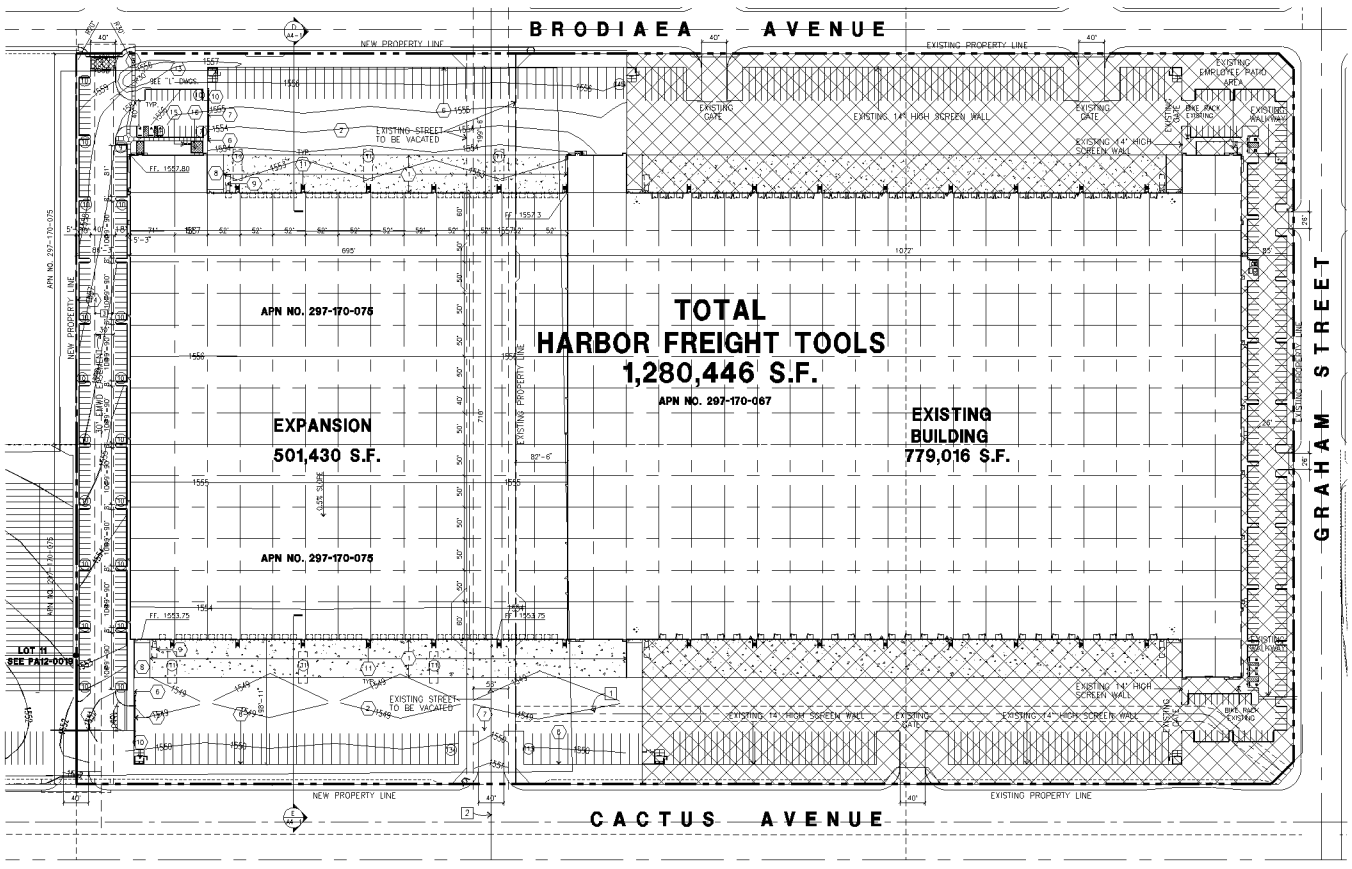

OVERALL SITE PLAN (A)
1"=80'-0"

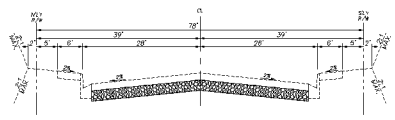

BROADIAEA AVENUE - TYPICAL SECTION (B)
N.T.S

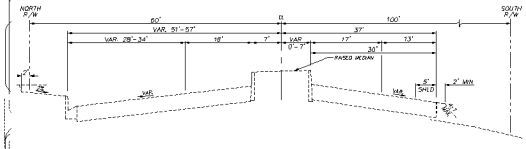

CACTUS AVENUE - TYPICAL SECTION (C)
N.T.S

site plan general notes

1. THE SOILS REPORT PREPARED BY ASSOCIATED SOILS ENGINEERING, IS TO BE A PART OF THESE CONTRACT DOCUMENTS.
2. IF SOILS ARE EXPANSIVE IN NATURE, USE STEEL REINFORCING FOR ALL SITE CONCRETE
3. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR CURB LINE U.N.O.
4. SEE "C" PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALES.
5. THE ENTIRE PROJECT SHALL BE PERMANENTLY MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM. PRIOR TO INSTALLATION & AT LEAST 60 DAYS BEFORE BLDG. COMPLETION.
6. SEE "C" DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.
7. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. SEE "C" DRAWINGS.
8. CONTRACTOR TO REFER TO "C" DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS
9. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS SEE "C"DRAWINGS FOR FINISH GRADE ELEVATIONS.
10. CONCRETE SIDEWALKS TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 8' O.C. EXPANSION/CONSTRUCTION JOINTS SHALL BE A MAXIMUM 1/2" EA WAY W/ 1:20 MAX. SLOPE. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION FILLER MATERIAL OF 1/4". SEE "L" DRAWINGS FOR FINISH.
11. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT
12. CONSTRUCTION DOCUMENTS PERTAINING TO THE LANDSCAPE AND IRRIGATION OF THE ENTIRE PROJECT SITE SHALL BE SUBMITTED TO THE PLANNING DIVISION AND APPROVED BY PUBLIC FACILITIES DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMITS.
13. PRIOR TO FINAL CITY INSPECTION, THE LANDSCAPE ARCHITECT SHALL SUBMIT A CERTIFICATE OF COMPLETION TO PLANNING DIVISION.
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15. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB
16. APPROVED CONCEPTUAL LANDSCAPE PLAN PRIOR TO GRADING PERMIT
17. ALL ROOF DRAINS SHALL BE DIRECTED TO A LANDSCAPE AREA.

site plan keynotes

1. 6" THICK MINIMUM, REINFORCED CONCRETE TRUCK APRON, W/ #3 @ 18" O.C.E.W. 3500 PSI W. CONSTRUCTION AND/OR EXPANSION JOINTS A MAXIMUM OF 16'-0" O.C. EXPANSION JOINTS TO BE A MIN. OF 1-1/2" DEEP AND A MAXIMUM ULTIMATE WIDTH OF 1/4". VERIFY WITH SOILS ENGINEER. PROVIDE HEAVY BROOM FINISH. ALL JOINTS TO BE CLEANED AN FILLED W/ ASPHALTIC CAULKING.
2. ASPHALT CONCRETE (AC) PAVING PER SOILS ENGINEER RECOMMENDATION AS APPROVED BY THE CITY
3. CONCRETE WALKWAY
4. DRIVEWAY APRONS TO BE CONSTRUCTED PER CITY STANDARD 118C MODIFIED. PROVIDE STAMPED CONCRETE W/ LIGHT BROOM FIN. AT ALL DRIVE LOCATIONS. PROVIDE VERTICAL & HORIZONTAL EXPANSION JOINTS AT A MAXIMUM OF 15' O.C. SPACING.
5. 5'-0"X5'-0"X4" THICK CONCRETE EXTERIOR LANDING PAD TYP. AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREAS. FINISH TO BE MEDIUM BROOM FINISH PROVIDE WALK TO PUBLIC WAY OR DRIVE WAY AS REQ BY CITY INSPECTOR.
6. 14' HIGH CONCRETE TILT-UP SCREEN WALL
7. 8'H WROUGHT IRON SLIDING GATE.
8. CONCRETE RAMP
9. TRASH COMPACTOR
10. TRASH ENCLOSURE TO BE TWO BIN AND FULLY COVERED PER CITY STANDARD
11. CONCRETE STAIRS AND LANDING
12. 12' X 14' DRIVE-IN DOOR
13. LANDSCAPE, SEE CONCEPTUAL LANDSCAPE PLAN.
14. 8' HIGH VINYL-COATED CHAIN-LINK FENCE SHADING
15. BIKE RACK, EACH RACK HOLDS 7 BIKES
16. 20' X 20' PATIO AREA

site legend

- LANDSCAPE AREA
- AC. PAVING
- CONCRETE PAVING
- STANDARD PARKING STALL 9' X 18'
- HANDICAP PARKING STALL. 9' X 18' W/ 2' O.H. SEE DETAIL 11/A0.1
- EXISTING RIGHT OF WAY
- PROPOSED PROPERTY LINE
- ADA PATH OF TRAVEL
- EXISTING SITE TO REMAIN
- EXISTING BUILDING TO REMAIN

easement notes

1. DENOTES FLOOD CONTROL EASEMENTS OF THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT. PER INSTR NO. 2006-0437088, RECORDED JUNE 16, 2006 AND INSTR NO. 2006-0435899, RECORDED JUNE 16, 2006.
2. A RECIPROCAL ACCESS EASEMENT WILL BE REQUIRED FOR A PORTION OF THE PROPOSED DRIVEWAY ON CACTUS AVENUE LOCATED OUTSIDE OF THE PROJECT BOUNDARY
3. 30' EMWD EASEMENT

vicinity map

N.T.S.

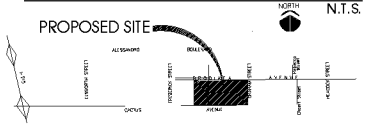

ATTACHMENT 8

project information

Owner / Applicant
RIDGE MORENO VALLEY, LLC
201 COVINA AVE. - STE. #8
LONG BEACH, CA 90803
TEL: (562) 856-3819
CONTACT: DENIS PICE

Architect
HPA, INC.
18831 BARDEEN AVE. SUITE #100
IRVINE, CA 92612
TEL: (949) 863-1770
CONTACT: JAIME CRUZ

Applicant's Representative
INLAND EMPIRE DEVELOPMENT SERVICES, INC
931 MONARCH COURT
BEAUMONT, CA 92223
TEL: (909) 845-1003
CONTACT. GIL SAENZ

Civil Engineer
HUITT ZOLLARS
3090 CONCOURS STE 330
ONTARIO, CA 91764
TEL: (909) 941-7799
CONTACT: MAHMOUD MURAD

Landscape Architect
ENVIRONS
1748 N. BROADSPORT AVE
CLAREMONT, CA 91711
TEL: (909) 626-4863
CONTACT: BRETT FRENCH

Zoning
LI (LIGHT INDUSTRIAL)

Assessors Parcel Number
297-170-067
297-170-075
297-170-076

Legal Description
PARCEL 4, OF PARCEL MAP No. 32326, AS SHOWN ON MAP FILED IN BK. 218, PGS. 34 THRU 42, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA TOGETHER WITH LOTS 3 AND 6, BLK 259, OF MAP NO. 1 BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO. AS SHOWN BY MAP ON FILE IN BK. 11, PG. 10 OF MAPS RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA

utility information

TELEPHONE:
VERIZON
120 SO JUANITA ST.
HEMET, CA 92543
PHONE: (951) 658-7305
CONTACT: PHIL BIRLINGER

ELECTRIC
MORENO VALLEY UTILITIES
14177 FREDERICK ST
MORENO VALLEY, CA 92555
PHONE: (951) 413-3480
CONTACT: MICHELLE PIERCE

GAS
THE GAS COMPANY
25200 TRUMBLE ROAD SC 8058
ROMOLAND, CA 92380
PHONE: (951) 335-3902
CONTACT: DAVE MULLIGAN

WATER
EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE ROAD
PERRIS, CA 92571
PHONE: (951) 928 - 3777
CONTACT: NEW BUSINESS

SEWER
EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE ROAD
PERRIS, CA 92571
PHONE: (951) 928-3777
CONTACT: NEW BUSINESS

CABLE - TV
TIME WARNER
1520 AUTO CENTER DR.
ONTARIO, CA 91761
PHONE: (951) 375-3380
(951) 390-4777
CONTACT: MARK DAUENHAUER

1" = 80'-0"
0 80 160 240

REFERENCE NORTH TRUE NORTH

OVERALL SITE PLAN

tabulation

	Building
Site Area	
in s.f.	2,247,890
in acres	51.60
Building Area	
office	11,690
warehouse	1,268,756
Total Building Area	1,280,446
Coverage	57.0%
Parking Required	
office @ 1/250	47
warehouse 1st 20K sf @ 1/1,000	20
warehouse 2nd 20K sf @ 1/2,000	10
warehouse above 20k sf @ 1/4,000	307
Total Parking Required	384
Parking Provided	
standard (9X18')	422
handicap (9X18')	9
Total Parking Provided	431
Trailer Parking Required	
(1 trailer parking per dock door)	
New Dock Doors	78
Trailer Parking Provided (14'x50')	
existing trailer (10x53')	131
new trailer (14x50')	98
Total trailer parking provided	229
Landscape Provided	180,171
% of Landscape Provided	8.0%
NOTE:	
*Bike rack - 5% of total parking required	22 Bikes

HPA architecture
hpa, inc.
18831 bardeen avenue, - ste. #100
irvine, ca
92612
tel: 949-863-1770
fax: 949-863-0651
email: hpa@hparchs.com

Owner:
RIDGE MORENO VALLEY, LLC C/O
Ridge Property Trust
201 COVINA AVE. - STE. #8
LONG BEACH, CA 90803

PH: (562) 856-3819
FAX: (562) 856-3820

Project:
CENTERPOINT BUSINESS PARK
Building 4
HARBOR FREIGHT TOOLS EXPANSION
23400 Cactus Ave.
Moreno Valley, CA 92555

Consultants:

CIVIL	Huitt-Zollars
STRUCTURAL	
MECHANICAL	
PLUMBING	
ELECTRICAL	
LANDSCAPE	Environs
FIRE PROTECTION	
SOILS ENGINEER	

Title: SITE PLAN

Project Number: 12022
Drawn by: JAIME CRUZ
Date: OCTOBER 19, 2012
Revision:

PA 12-0020

Sheet:

A1.1
SITE PLAN
09/26/2012

MV00187276

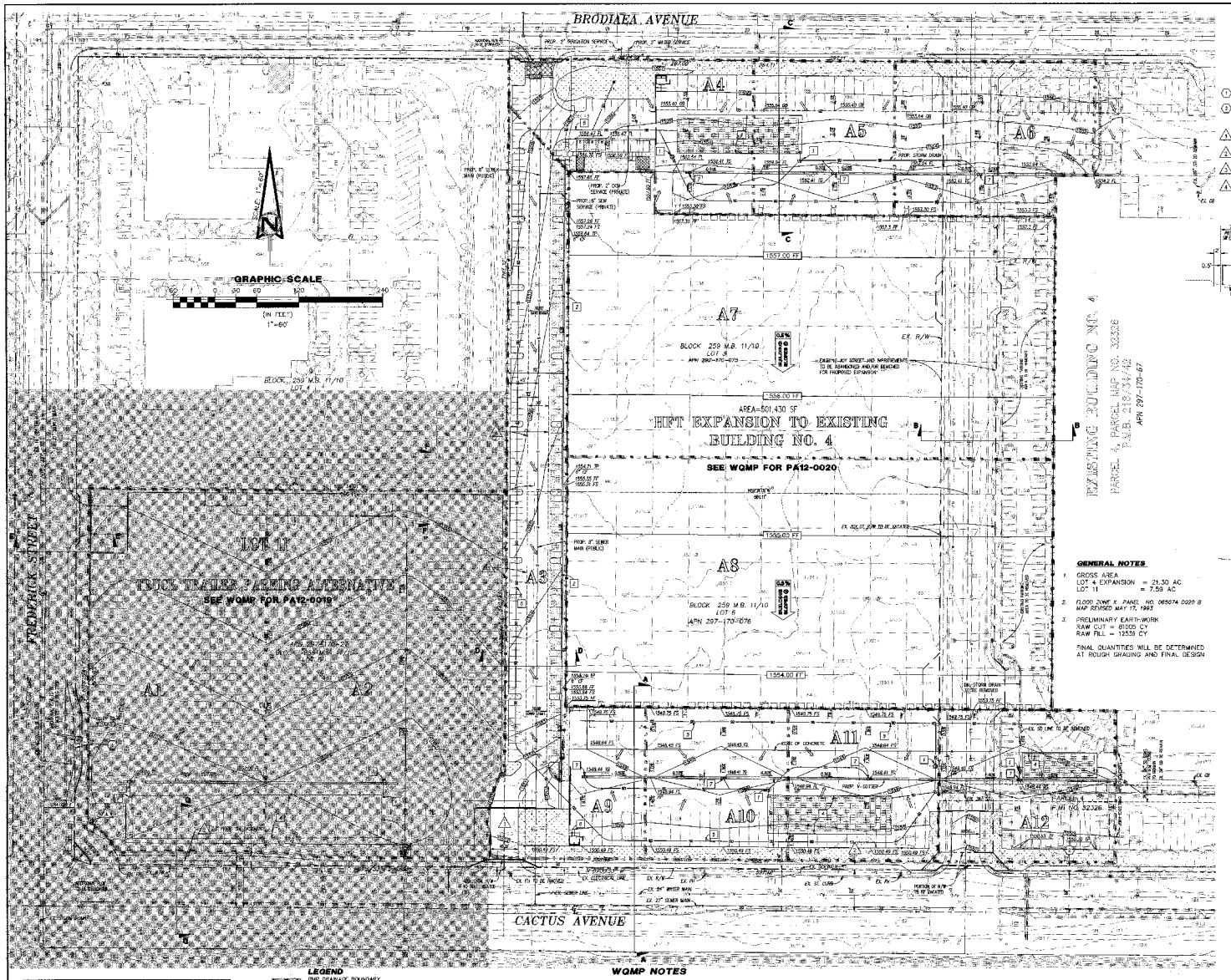
BRODIAEA AVENUE
CACTUS AVENUE
FREDERICK STREET
GRAPHIC SCALE
(IN FEET)
1"=60'
A1
A2
A3
A4
A5
A6
A7
A8
A9
A10
A11
A12
LOT 11
TRUCK TRAILER PARKING ALTERNATIVE
SEE WQMP FOR PA12-0019
HFT EXPANSION TO EXISTING BUILDING NO. 4
SEE WQMP FOR PA12-0020
AREA=501,430 SF
EXISTING BUILDING NO. 4
PARCEL 4, PARCEL MAP NO. 32328
P.M.B. 218/34-42
APN 297-170-67
BLOCK 259 M.B. 11/10
LOT 3
APN 297-170-075
BLOCK 259 M.B. 11/10
LOT 6
APN 297-170-076
EXISTING JOY STREET AND IMPROVEMENTS TO BE ABANDONED AND/OR REMOVED FOR PROPOSED EXPANSION
EX. R/W
EX. ADJ. FLOW TO BE MAINTAINED
EX. STORM DRAIN STUBS REMOVED
EX. SD LINE TO BE REMOVED
EX. ELECTRICAL LINE
EX. R/W
EX. 24" WATER MAIN
EX. 27" SEWER MAIN
EX. SIDEWALK
EX. BL CURB
EX. PL
PORTION OF R/W TO BE VACATED
EX. CH TO BE REMOVED
PROP. 8" SEWER MAIN (PUBLIC)
PROP. 8" IRRIGATION SERVICE
PROP. 2" WATER SERVICE
PROP. 2" DCDA SERVICE (PRIVATE)
PROP. 6" SEWER SERVICE (PRIVATE)
PROP. 8" SEWER MAIN (PUBLIC)
PROP. STORM DRAIN
PROP. 8" SEWER MAIN (PUBLIC)
PROP. V-GUTTER
PROP. CURB
PROP. SIDEWALK
PROP. 6" SEWER MAIN (PRIVATE)
PROP. 8" SEWER MAIN (PUBLIC)
PROP. 8" SEWER MAIN (PUBLIC)
PROP. 8" SEWER MAIN (PUBLIC

PLANT PALETTE

TREES	BOTANICAL NAME	COMMON NAME	CONT	W.U.COL	QTY
	Eucalyptus sideroxylon 'Rosea'	Red Ironbark	15 gal	Low	22
	Existing trees to Remain	Protect In Place	Existing		304
	Koelreuteria bipinnata	Chinese Flame Tree Multi-Trunk	36"box	Med	5
	Lagerstroemia x 'Muskogee'	Lavender Crape Myrtle Std.	24"box	Med	8
	Pinus eldarica	Afghan Pine	15 Gal. & 24" Box	Low	42
	Platanus racemosa	California Sycamore	15 gal	Med	22
	Platanus x acerifolia 'Bloodgood'	London Plane Tree	24"box		16
	Rhus lancea	African Sumac	24"box	Low	25

SHRUB & GROUND COVER PALETTE

SHRUB & GROUND COVER PALETTE - LOW WATER USE — 15,220 sf

Acacia redolens 'Desert Carpet' TM / Bank Catclaw
Anigozanthos flavidus 'Gold Velvet' / Kangaroo Paw
Arbutus unedo / Strawberry Tree Shrub
Baccharis pilularis 'Pigeon Point' / Coyote Brush
Ceanothus ostrinus / Lemon Ceanothus Shrub
Carex tumulicola / Berkeley Sedge
Carex texensis / Texas Sedge
Cistus x purpureus / Orchid Rockrose
Elaeagnus pungens 'Frosted' / Silverberry
Heteromeles arbutifolia / Toyon
Macfadyena ungis-cati / Yellow Trumpet Vine
Muhlenbergia capillaris 'Autumn Bloom' / Pink Muhly
Muhlenbergia rigens / Deer Grass
Myoporum parvifolium 'Putah Creek' / Putah Creek Myoporum
Pennisetum alopecuroides 'Hamelin' / Fountain Grass
Pennisetum messiaeum 'Fairy Tails' / Fountain Grass
Rosmarinus officinalis 'Huntington Blue' / Rosemary
Rosmarinus officinalis 'Tuscan Blue' / Tuscan Blue Rosemary
Salvia greggii 'Furman's Red' / Furman's Red Salvia
Westringia fruticosa / Coast Rosemary

SHRUB & GROUND COVER PALETTE - MEDIUM WATER USE — 3,330 sf

Aloe x spectabilis 'Edward Goucher' / Blossy Aloe
Dasylirion x 'Green Gem' / Green Gem Dasylirion
Dietes bicolor 'Monrovia' / Fortnight Lily
Hemerocallis x 'Lemon Yellow' / Daylily
Liquidambar styraciflua / Texas Sweet
Nandina domestica / Heavenly Bamboo
Photinia x fraseri / Photinia
Podocarpus gracilior 'Column' / Fern Pine
Rhaphiolepis indica 'Clara' / Indian Hawthorn
Rosa floribunda 'Iceberg' / Iceberg Rose
Rosa x 'Flower Carpet Pink' / Rose
Xylosma congestum / Shiny Xylosma

EXISTING LANDSCAPE TO REMAIN

EXISTING LANDSCAPE TO REMAIN PROTECT IN PLACE

MULCH NOTE

ALL PLANTER AREAS TO RECEIVE A 2" LAYER OF COVER MULCH AVAILABLE FROM EARTHWORKS (951) 279-0061

ROOT BARRIER NOTE

[illegible]

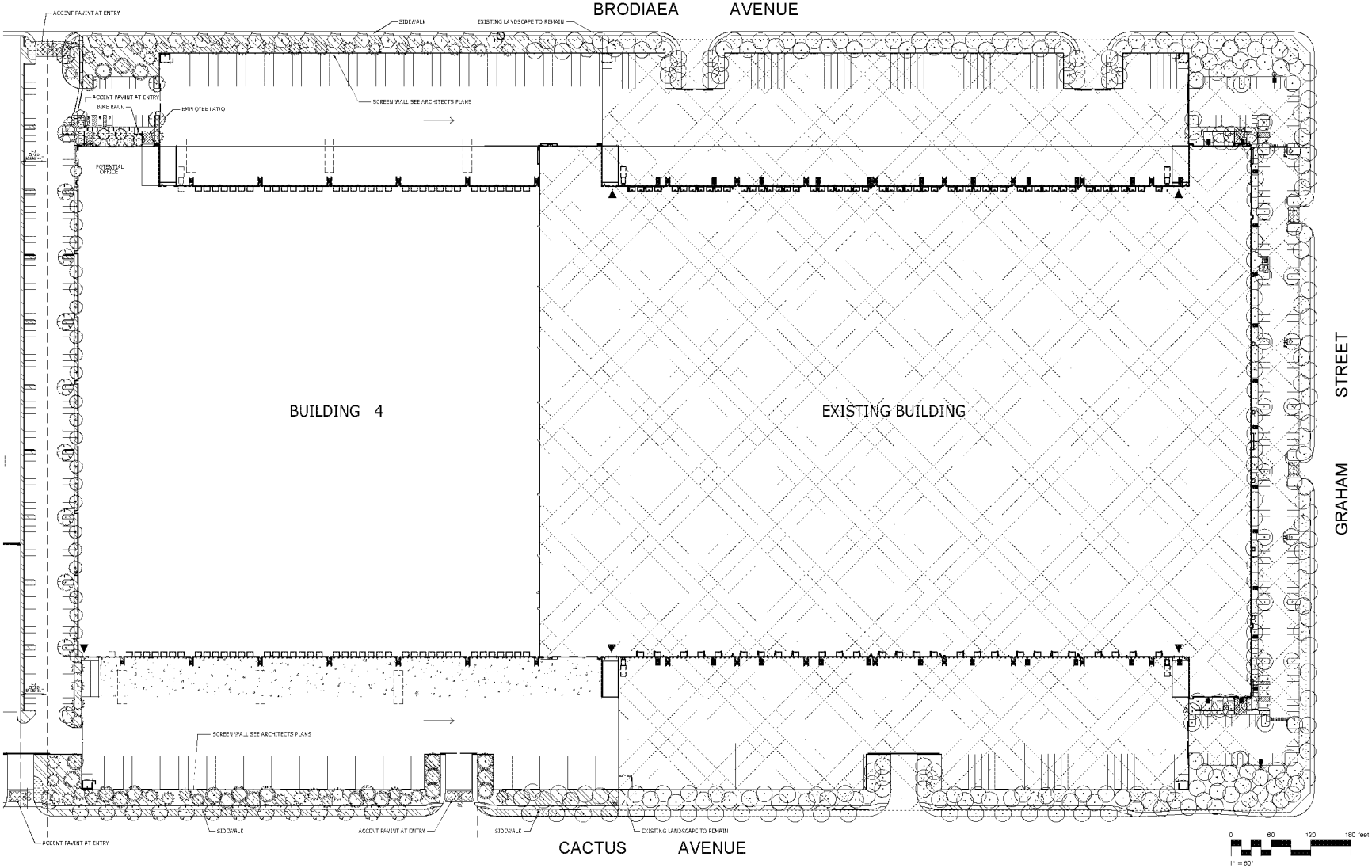

NORTH

Environs
LANDSCAPE ARCHITECTURE LTD.
Creating Sustainable & Smart Connecting Spaces
2962 Corporate Avenue • Cleveland, CA 92507
Phone (951) 276-0061 • Fax (951) 276-0064

OWNER/DEVELOPER:
RIDGE MORENO VALLEY, LLC C/O
RIDGE PROPERTY TRUST
201 CONTSL - STE 6 • LONG BEACH, CA 90803
TEL (562) 599-0018 • CONTACT: RYAN WEBB

SHEET TITLE: PRELIMINARY LANDSCAPE PLAN

PROJECT NAME / BUILDING #:
CENTERPOINT BUSINESS PARK
Building 4
HARBOR FREIGHT TOOLS EXPANSION
[illegible] Avenue, Moreno Valley, CA 92555

LICENSED LANDSCAPE ARCHITECT
DAVID K. FRANKS
No. 2426
10/31/12
RENEWAL DATE
STATE OF CALIFORNIA

DRAWN BY	DATE
DKF	4 30 12
JOB NO.	
RIDGE.LC001	
SHEET NO.	
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OF 1 SHTS.	

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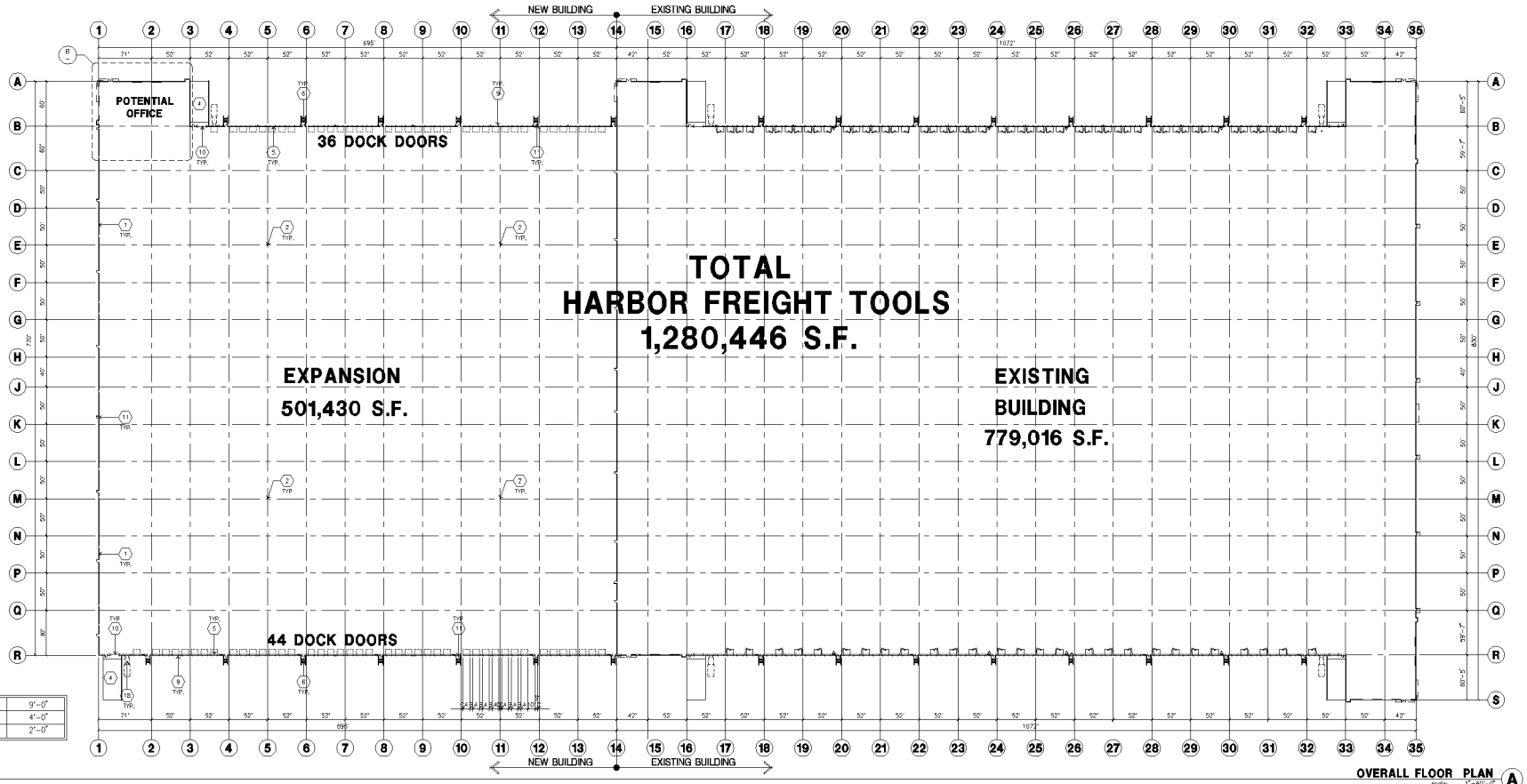

A	9'-0"
B	4'-0"
C	2'-0"

OVERALL FLOOR PLAN (A)
scale: 1"=60'-0"

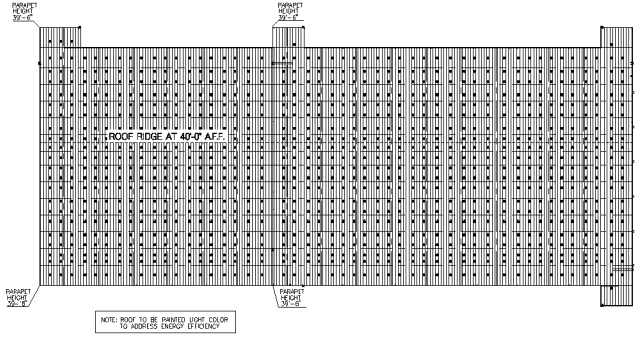

OVERALL ROOF PLAN (C)
scale: 1"=150'-0"

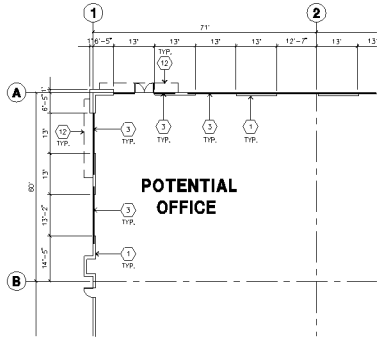

ENLARGED FLOOR PLAN (B)
scale: 1/16"=1'-0"

KEYNOTES - FLOOR PLAN

1. CONCRETE TILT-UP PANEL. SEE "S" DWGS. FOR THICKNESS AND STEEL REQUIREMENTS.
2. STRUCTURAL STEEL COLUMN. SEE "S" DRAWINGS FOR SIZE.
3. TYPICAL STOREFRONT SYSTEM WITH GLAZING. SEE OFFICE BLOW-UP AND ELEVATIONS FOR SIZE, COLOR AND LOCATIONS.
4. CONCRETE RAMP W/ 42"HIGH CONC TILT-UP GUARD WALL OR BUILDING WALL ON BOTH SIDE OF RAMP. SEE "S" DWG FOR DETAIL.
5. 9'-0" X 10' TRUCK DOOR, SECTIONAL O'H., STANDARD GRADE.
6. EXTERIOR CONCRETE STAIR
7. 5'-6"x5'-6"x4" THICK CONCRETE EXTERIOR LANDING PAD TYPICAL AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREA. FINISH TO BE MEDIUM BROOM FINISH. SLOPE TO BE 1/4" : 12" MAX. PROVIDE WALK TO HARD SURFACE PER CITY REQUIREMENTS.
8. LOUVERED OPENING FOR VENTILATION.
9. DOCK DOOR BUMPER
10. 12' X 14' DRIVE THRU, SECTIONAL O.H., STANDARD GRADE. DESIGNED TO RESIST WIND 90 MPH., EXPOSURE "C".
11. 3'x7' HOLLOW METAL EXTERIOR MAN DOOR. DESIGNED TO RESIST WIN 90 MPH., EXPOSURE "C".
12. SOFFIT LINE ABOVE
13. BRACE FRAME. SEE "S" DWGS
14. CONC FILLED GUARD POST, 6" DIA. U.N.O. 42"H.
15. EXTERIOR DOWNSPOUT WITH OVERFLOW SCUPPER.
16. 2' GUARD.
17. APPROXIMATE LOCATION OF ROOF TOP UNIT.
18. TRASH COMPACTOR (N.I.C.) PROVIDE SPRINKLERS PER CODE REQUIREMENTS. INSTALLER SHOULD PAINT TO MATCH BUILDING

GENERAL NOTES - FLOOR PLAN

A. THIS BUILDING IS DESIGNED FOR HIGH PILE STORAGE WITH FIRE ACCESS MAN DOORS AT 100' MAXIMUM O.C. A SEPARATE PERMIT WILL BE REQUIRED FOR ANY RACKING/CONVEYER SYSTEMS
B. FIRE HOSE LOCATIONS SHALL BE APPROVED PER FIRE DEPARTMENT.
C. THE BUILDING FLOOR SLAB IS SLOPED. SEE "C" DRAWINGS FOR FINISH SURFACE ELEVATIONS.
D. NOT USED
E. WAREHOUSE INTERIOR CONCRETE WALLS ARE PAINTED WHITE. COLUMNS ARE TO RECEIVE PRIMER ONLY. ALL OTHER BLDG. WALLS IN WAREHOUSE TO RECEIVE 1 COAT OF WHITE TO COVER.
F. SLOPE ROOF STRIP 1/2" TO EXTERIOR AT ALL MANDOOR EXITS SEE "S" DRAWINGS FOR ROOF STRIP LOCATION.
G. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE PANEL WALL, GRIDLINE, OR FACE OF STUD U.N.O.
H. SEE CIVIL DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR TO VERIFY ACTUAL UTILITY LOCATIONS. PLUMBING/ELECTRICAL COORDINATION.
I. FOR DOOR TYPES AND SIZES, SEE DETAIL SHEET A0.4. NOTE: ALL DOORS PER DOOR SCHEDULE ARE FINISH OPENINGS.
J. CONTRACTOR TO PROTECT AND KEEP THE FLOOR SLAB CLEAN. ALL EQUIPMENT TO BE DAMPENED INCLUDING CARS AND TRUCKS
K. ALL EXIT MAN DOORS IN WAREHOUSE TO HAVE ILLUMINATED EXIT SIGN HARDWARE. (E)
L. HIGHLY FLAMMABLE AND COMBUSTIBLE MATERIAL SHALL NOT BE USED OR STORED IN THIS BUILDING.
M. EACH EXTERIOR EXIT DOOR SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS "EXIT". THE MOUNTING HEIGHT FOR SUCH SIGNAGE SHALL BE 60" FROM FINISH FLOOR LEVEL TO THE CENTER OF THE SIGN.
N. NON-ACCESSIBLE DOOR PROVIDE WARNING SIGN LOCATED IN THE INTERIOR SEE PER CBC 11.3.3B.1.1.1
O. ALL ROOF MOUNTED MATERIALS SHALL BE FULLY SCREENED FROM PUBLIC VIEW.

FLOOR SLAB AND POUR STRIPS REQ.

THESE NOTES ARE VERY MIN. REQUIREMENT. SEE "S" DWGS FOR ADDITIONAL REQUIREMENTS

1. FLOOR COMPACTION - 95%
2. TRENCH COMPACTION - 90%
3. BUILDING FLOOR SLAB:
   A. 6" THICK MIN. UNREINFORCED CONCRETE OVER COMPACTED SOILS
   B. 3/4" - 16"LONG @ 12" O.C. DOWELS AT ALL CONSTRUCTION JOINTS
      3/4" - 16"LONG @ 24" O.C. DOWELS IN DOWEL BASKET AT ALL CONTROL JOINTS
   C. 4,000 P.S.I. REQUIREMENT.
   D. SLUMP TO BE 4" +/- 1"
   E. JOINT SPACING PER A.C.I. 302-1R-96
   F. SAW-CUT DEPTH 1/4 T. SOFT SAW-CUTTING WITHIN 2 HRS OF FINISHING
4. CONTRACTOR TO BUILD FOR CLASS V FLOOR PER A.C.I 302-1R-96
5. NOT USED
6. CONCRETE SLAB TO HAVE STEEL FLOAT HARD TROWEL BURNISHED FINISH.
7. CONTRACTOR TO CURE SLAB TO BE WET CURING USING BURLINE FOR 7 DAYS MIN.
8. ALL EQUIPMENT & MOVING VEHICLES SHALL BE DAMPENED.
9. NO CRANES, CONCRETE TRUCKS, OR ANYTHING HEAVIER WILL BE PLACED ON THE SLAB.
10. SLAB TO BE FF35 FL24 MEASURED WITHIN 24 HOURS.
11. NO FLY ASH IN THE CONCRETE
12. WHERE (hatched) INDICATED, PROVIDE VAPOR BARRIER (15MIL STEGO OR EQUAL) UNDER THE CONCRETE SLAB. PROVIDE SAND PER SOILS ENGINEER OR MANUFACTURER'S RECOMMENDATION.
    CONCRETE SLAB IN FUTURE OFFICE AREAS WHERE SAND OVER VAPOREN ARE REQUIRED, SHALL BE NATURALLY HYDRATED WITHOUT USE OF BURLINE, CURING COMPOUND, OR RELEASE AGENTS.
    CONTROL/CONSTRUCTION JOINTS SHALL NOT BE FILLED WITH MM-80 JOINT FILLER IN FUTURE OFFICE AREAS
13. SEAL CONCRETE SLAB W/ "LIPSOLITH" SEALER

HPA architecture
hpa, inc.
18831 bardeen avenue, - ste. #100
irvine, ca
92612
tel: 949-863-1770
fax: 949-863-0651
email: hpa@hparchs.com

Owner:
RIDGE MORENO VALLEY, LLC C/O
RIDGE PROPERTY TRUST
201 COVINA AVE. - STE. #6
LONG BEACH, CA 90803

PH: (562) 856-3819
FAX: (562) 856-3820

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ELECTRICAL	
LANDSCAPE	Environs
FIRE PROTECTION	
SOILS ENGINEER	

Title: FLOOR PLAN

Project Number: 12022
Drawn by: JAIME CRUZ
Date: OCTOBER 19, 2012
Revision:

PA 12-0020

Sheet:
A2.1
FLOOR PLAN
09/26/2012

MV00187279

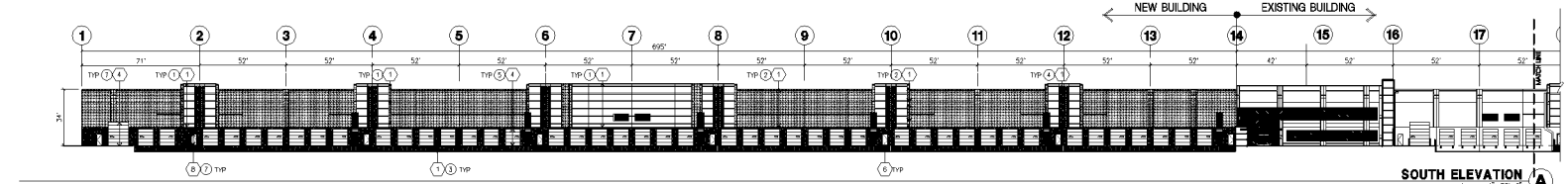

SOUTH ELEVATION (A)
scale: 1" = 30'-0"

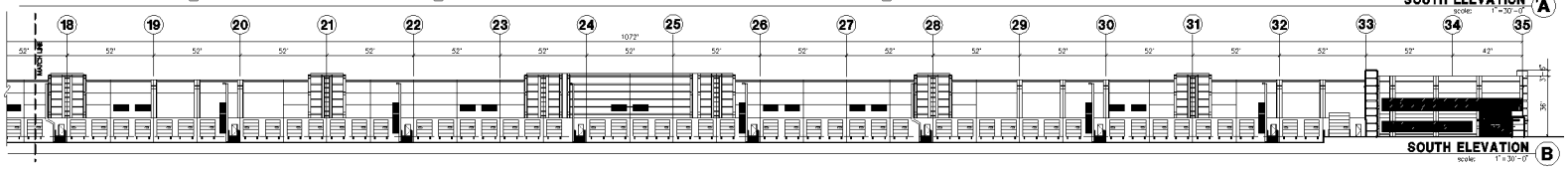

SOUTH ELEVATION (B)
scale: 1" = 30'-0"

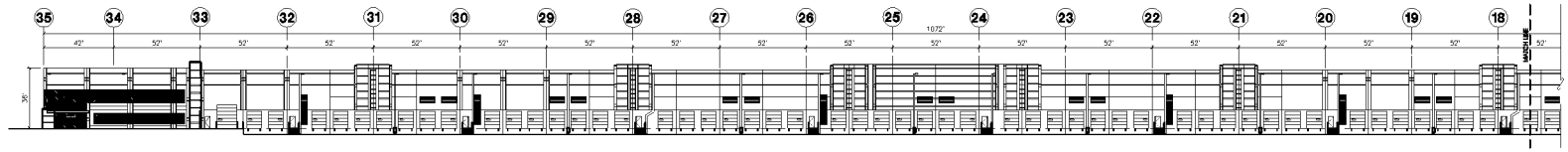

NORTH ELEVATION (C)
scale: 1" = 30'-0"

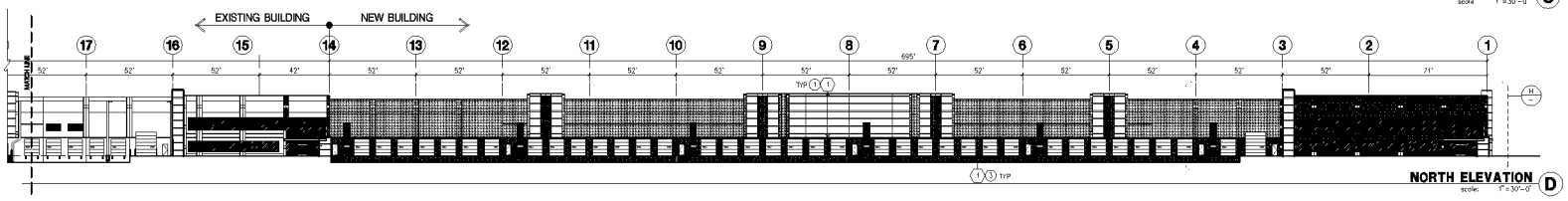

NORTH ELEVATION (D)
scale: 1" = 30'-0"

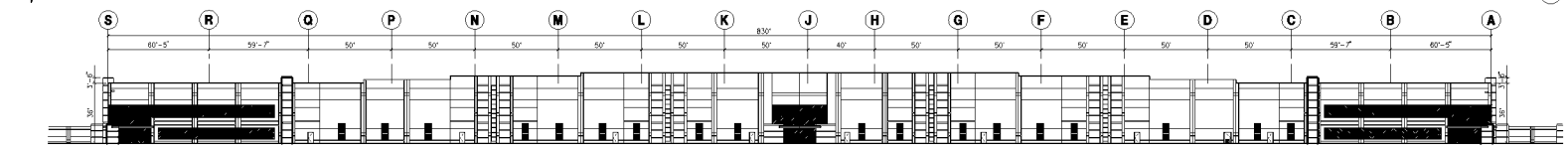

EXISTING EAST ELEVATION (E)
scale: 1" = 30'-0"

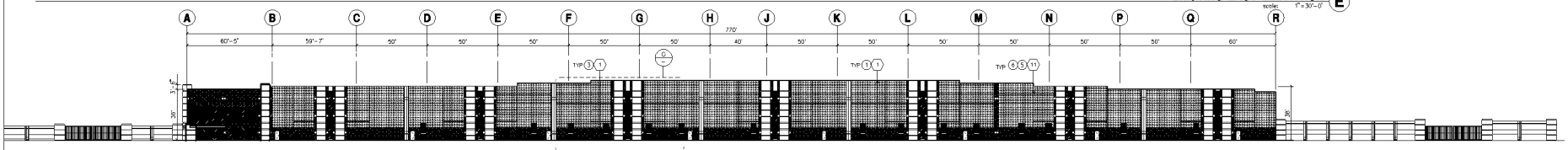

NEW- WEST ELEVATION (F)
scale: 1" = 30'-0"

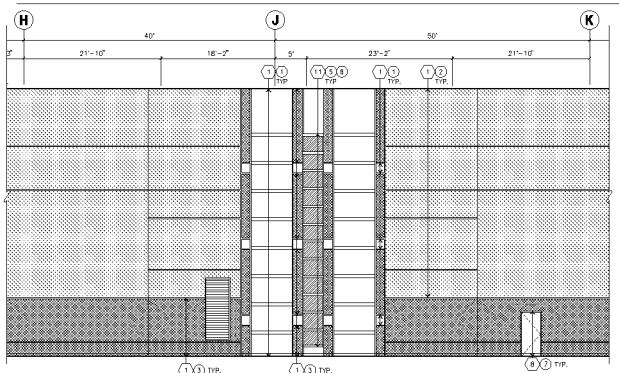

ENLARGED WEST ELEVATION (G)
scale: 1/8" = 1'-0"

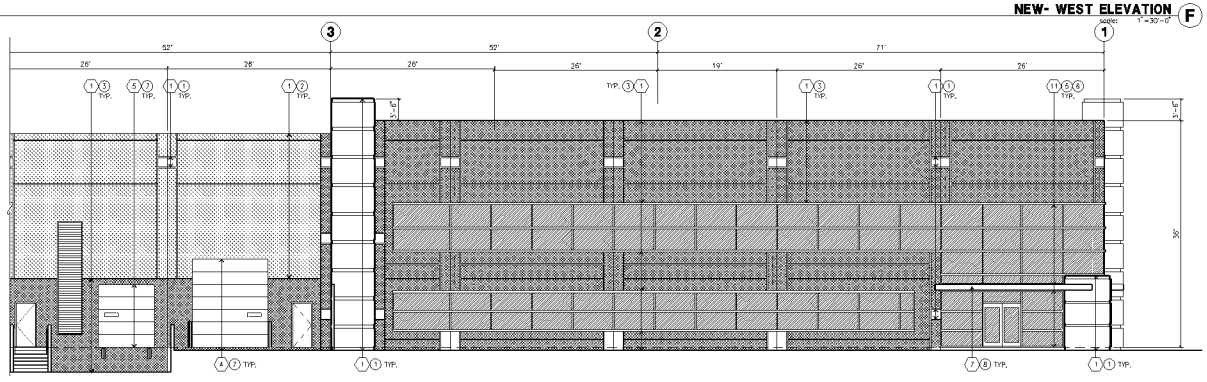

ENLARGED NORTH ELEVATION - OFFICE (H)
scale: 1/8" = 1'-0"

KEYNOTES - ELEVATIONS

1. CONCRETE TILT-UP PANELS(PAINTED): FINISH GRADE WAFER, "SEE 'C' DRAWINGS. WATERPROOF ALL WALLS WHERE GRADE IS HIGHER AND EXPOSED TO THE WEATHER ONE SIDE. WATERPROOFING TO BE PROTECTED WITH DRIPTECTION BOARD AND A MIN. OF 6" OF GRAVEL. PROVIDE TRENCH DRAIN AT BOTTOM AND DAYLIGHT TO CURB OR TIE TO STORM DRAIN. NOT REQUIRED AT DOCK HIGH CONDITION OR AT RAMP WALLS.
2. PANEL JOINT.
3. PANEL REVEAL. ALL REVEALS TO HAVE A MAX OF 3/8" CHAMFER. REVEAL COLOR TO MATCH ADJACENT BUILDING FIELD COLOR, U.N.O.
4. OVERHEAD DOOR @ GRADE HIGH. SEE DOOR SCHEDULE. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND.
5. OVERHEAD DOOR @ DOCK HIGH. SEE DOOR SCHEDULE. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND.
6. CONCRETE STAIR, LANDING AND GUARDRAIL W/ METAL PIPE HANDRAIL. PROVIDE NON SKID NOSING TO MEET ADA REQUIREMENTS. PROVIDE CONTRASTING COLORED 2" WIDE WARNING STRIPE INTEGRAL TO CONCRETE AT TOP LANDING AND BOTTOM TREAD PER ADA REQUIREMENTS.
7. CANOPY
8. HOLLOW METAL DOORS SEE DOOR SCHEDULE PROVIDE COMPLETE WEATHER STRIPPING ALL AROUND DOOR PROVIDE FOR RAIN DIVERTER ABOVE DOOR.
9. EXTERIOR DOWNSPOUT AND OVERFLOW SCUPPER
10. DOCK BUMPER
11. ALUMINUM STOREFRONT FRAMING WITH TEMPERED GLAZING AT ALL DOORS, SIDELITES ADJACENT TO DOORS AND GLAZING WITH BOTTOMS LESS THAN 18" ABOVE FINISH FLOOR ELEVATION.

GENERAL NOTES - ELEVATIONS

A. ALL PAINT COLOR CHANGES TO OCCUR AT INSIDE CORNERS UNLESS NOTED OTHERWISE.
B. ALL PAINT FINISHES ARE TO BE FLAT UNLESS NOTED OTHERWISE.
C. T.O.P. EL = TOP OF PARAPET ELEVATION
D. F.F. = FINISH FLOOR ELEVATION
E. STOREFRONT CONSTRUCTION, GLASS, METAL ATTACHMENTS AND LINTELS SHALL BE DESIGNED TO RESIST 80 MPH, EXPOSURE "C" WINDS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PRIOR TO INSTALLATION.
F. CONTRACTOR SHALL FULLY PAINT ONE CONCRETE PANEL W/ SELECTED COLORS. ARCHITECT AND OWNER SHALL APPROVE PRIOR TO PAINTING REMAINDER OF BUILDING.
G. BACK SIDE OF PARAPETS TO HAVE SMOOTH FINISH AND BE PAINTED WITH ELASTOMERIC PAINT.
H. TOP SPANDREL GLAZING ALLOW SPACE BEHIND SPANDREL TO BREATH.
J. USE ADHESIVE BACK WOOD STRIPS FOR ALL REVEAL FORMS.
K. THE FIRST COAT OF PAINT TO BE ROLLED-ON AND THE SECOND COAT TO BE SPRAYED-ON

COLOR SCHED. - ELEVATIONS

1. CONCRETE TILT-UP PANEL PAINT BRAND: FRAZEE 001 WHITE
2. CONCRETE TILT-UP PANEL PAINT BRAND: FRAZEE 8181W HARBOR BLANCHE
3. CONCRETE TILT-UP PANEL PAINT BRAND: FRAZEE 549 PRESIDIO AT SUNSET
4. CONCRETE ACCENT SQUARE PAINT BRAND: FRAZEE 8475D CAVALIER
5. GLAZING COLOR: BLUE REFLECTIVE (MEDIUM PERFORMANCE)
6. MULLIONS PAINT BRAND: CLEAR ANODIZED
7. DOORS PAINT BRAND: FRAZEE 549 PRESIDIO AT SUNSET
8. CANOPY PAINT BRAND: FRAZEE 8181W HARBOR BLANCHE

GLAZING LEGEND

- SPANDREL GLASS
- TEMPERED VISION GLASS
- VISION GLASS

PAINT AND MATERIAL LEGEND

1 2 3 4

HPA architecture

hpa, inc.
18831 bardeen avenue, - ste. #100
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92612
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fax: 949-863-0651
email: hpa@hparchs.com

Owner:

RIDGE MORENO VALLEY, LLC C/O
PROLOGIS PROPERTY TRUST
201 COVINA AVE. - STE. #6
LONG BEACH, CA 90803

PH: (562) 856-3819
FAX: (562) 856-3820

Project:

CENTERPOINT BUSINESS PARK
Building 4
HARBOR FREIGHT TOOLS EXPANSION

23400 Cactus Ave.
Moreno Valley, CA 92555

Consultants:

CIVIL	Hulte-Zollars
STRUCTURAL	
MECHANICAL	
PLUMBING	
ELECTRICAL	
LANDSCAPE	Environs
FIRE PROTECTION	
SOILS ENGINEER	

Title: elevation

Project Number: 12022
Drawn by: JAIME CRUZ
Date: OCTOBER 19, 2012
Revision:

PA 12-0020

Sheet:

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Elevation
09/27/2012

MV00187280

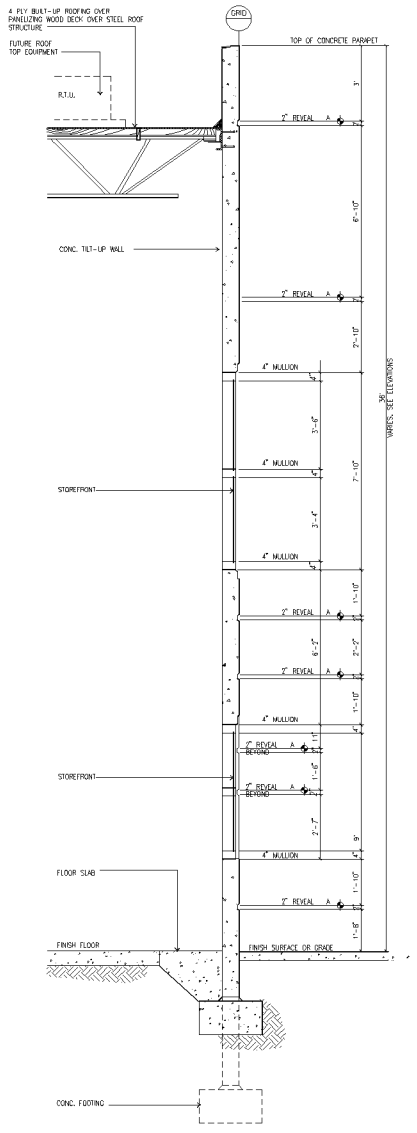

TYP. STOREFRONT ELEVATION (A)

scale: 1/2" = 1'-0"

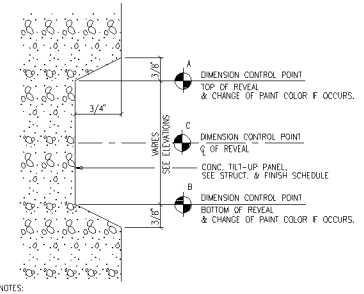

NOTES:

1. DIMENSION CONTROL POINTS AT REVEALS AND EDGE OF CONCRETE OPENINGS WHERE OCCUR. SEE WALL SECTIONS.
2. PAINT COLOR CHANGES TO ALWAYS OCCUR AT CONTROL POINT "A" OR "B"

TYP. CONCRETE REVEAL (B)

scale:N.T.S.

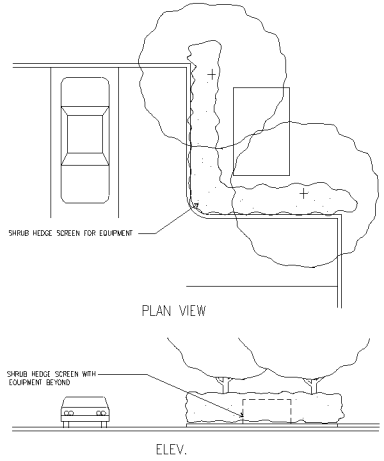

GROUND MOUNTED EQUIPMENT SCREENING, TYP. (C)

scale:N.T.S.

GENERAL NOTES - ELEVATIONS

A. CONTRACTOR TO VERIFY ALL GRADES W/ CURRENT "C" PLAN & VERIFY SITE CONDITIONS. VERIFY ALL TOP OF WALL HEIGHTS(T.O.W.) & FINISH SURFACE GRADES.

B. PROVIDE 2" DIA. P.V.C. WEEP HOLES @ 8' O.C. IN SCREEN WALLS @ GRADE GRADE LEVEL ON TRUCK YARD SIDE.

C. CONTRACTOR TO PROVIDE WATER-PROOFING MEMBER TO SCREEN WALL AT ALL RETAINING/ BERMING CONDITIONS. PROVIDE WATERPROOFING @ HIGHSIDE OF WALL ONLY. CONTRACTOR TO SUBMIT WATERPROOFING SPECIFICATIONS TO ARCHITECT PRIOR TO INSTALLATION.

D. SCREEN WALLS TO BE SUBMITTED UNDER SEPARATE PERMIT FROM BUILDING DEPARTMENT PER COUNTY STANDARD.

E. GATE MANUFACTURER TO PROVIDE DETAILING OF GATES TO WITHSTAND 90 MPH. WINDS. EXPOSURE "C" AND VERIFY ALL DIMENSIONS. DETAILS AND SITE CONDITIONS W/ CONTRACTOR.

ALL GATES TO BE WALL BRACED. SUB-CONTRACTOR TO SUBMIT SHOP DRAWINGS TO ARCHITECT PRIOR TO INSTALLATION

CONTRACTOR TO VERIFY ALL CIVIL AND STRUCTURAL DRAWINGS FOR SCREEN-WALL HEIGHT. CONTRACTOR TO PROVIDE A MIN. OF 10'-0" HIGH SCREEN-WALL FROM FINISH GRADE @ STREET SIDE. CONTRACTOR TO ADJUST SCREEN-WALL HEIGHT AND FOOTING IN THE FIELD.

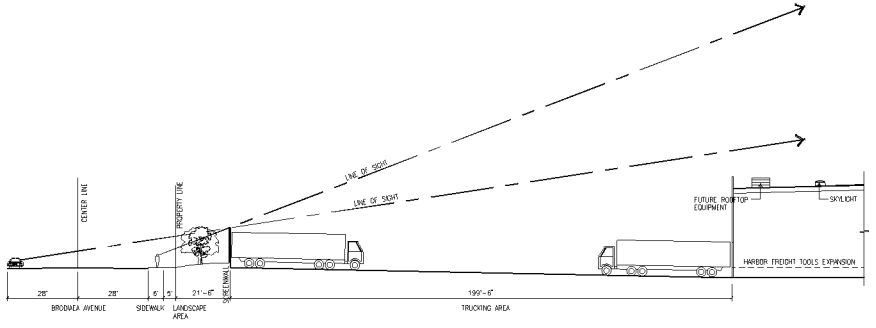

SECTION STUDY OF ROOF SCREEN (D)

SCALE: 1" = 20'-0"

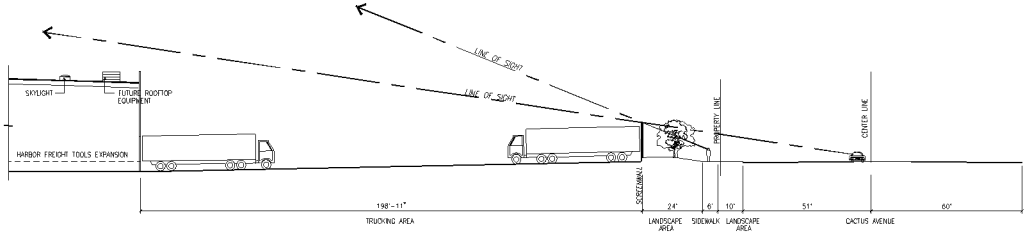

SECTION STUDY OF ROOF SCREEN (E)

SCALE: 1" = 20'-0"

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18831 bardeen avenue, - ste. #100
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Title: SECTION

Project Number: 12022
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SECTION
09/27/2012

MV00187281

ATTACHMENT 10

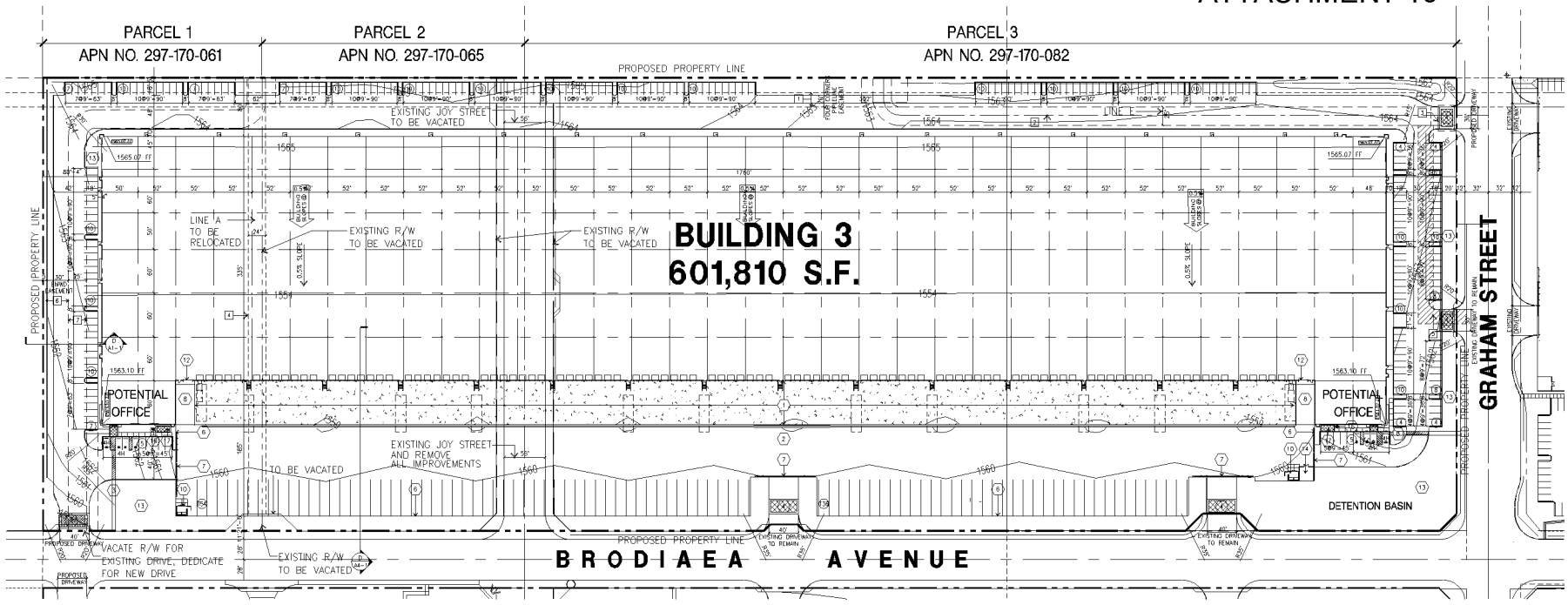

OVERALL SITE PLAN (A) 1"=60'-0"

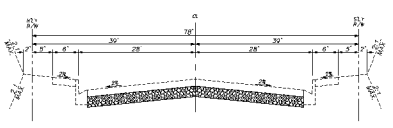

BRODIAEA AVENUE - TYPICAL SECTION (B) N.T.S.

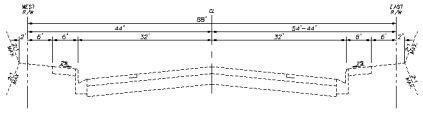

GRAHAM STREET - TYPICAL SECTION (C) N.T.S.

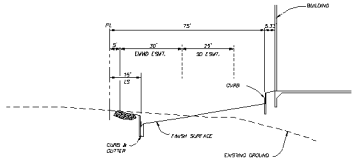

EASEMENT SECTION (D) N.T.S.

site plan general notes

1. THE SOILS REPORT IS TO BE PART OF THESE CONTRACT DOCUMENTS
2. IF SOILS ARE EXPANSIVE IN NATURE, USE STEEL REINFORCING FOR ALL SITE CONCRETE
3. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR GRID LINE U.N.O.
4. SEE "C" PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALES.
5. THE ENTIRE PROJECT SHALL BE PERMANENTLY MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM. PRIOR TO INSTALLATION & AT LEAST 60 DAYS BEFORE BLDG. COMPLETION, SEE "C" DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.
7. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. SEE "C" DRAWINGS.
8. CONTRACTOR TO REFER TO "C" DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS
9. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS. SEE "C"DRAWINGS FOR FINISH GRADE ELEVATIONS.
10. CONCRETE SIDEWALKS TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 6' O.C. EXPANSION/CONSTRUCTION JOINTS SHALL BE A MAXIMUM 12' EX. WAY W/ 1:20 MAX. SLOPE. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION FILLER MATERIAL OF 1/4 - SEE "L" DRAWINGS FOR FINISH.
11. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT.
12. CONSTRUCTION DOCUMENTS PERTAINING TO THE LANDSCAPE AND IRRIGATION OF THE ENTIRE PROJECT SITE SHALL BE SUBMITTED TO THE PLANNING DIVISION AND APPROVED BY PUBLIC FACILITIES DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMITS.
13. PRIOR TO FINAL CITY INSPECTION, THE LANDSCAPE ARCHITECT SHALL SUBMIT A CERTIFICATE OF COMPLETION TO PLANNING DIVISION.
14. ALL LANDSCAPE AND IRRIGATION DESIGNS SHALL MEET CURRENT CITY STANDARDS AS LISTED IN GUIDELINES OR AS OBTAINED FROM PLANNING DIVISION.
15. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB
16. APPROVED CONCEPTUAL LANDSCAPE PLAN PRIOR TO GRADING PERMIT
17. ALL ROOF DRAINS SHALL BE DIRECTED TO A LANDSCAPE AREA.

site plan keynotes

1. 6" THICK MINIMUM, REINFORCED CONCRETE TRUCK APRON. W/ #3 @ 18" O.C.E.W. 3500 PSI W. CONSTRUCTION AND/OR EXPANSION JOINTS A MAXIMUM OF 18'-0" O.C. EXPANSION JOINTS TO BE A MIN. OF 1-1/2" DEEP AND A MAXIMUM ULTIMATE WIDTH OF 1/4". VERIFY WITH SOILS ENGINEER. PROVIDE HEAVY BROOM FINISH. ALL JOINTS TO BE CLEANED AN FILLED W/ ASPHALTIC CAULKING.
2. ASPHALT CONCRETE (AC) PAVING PER SOILS ENGINEER RECOMMENDATION AS APPROVED BY THE CITY.
3. CONCRETE WALKWAY
4. DRIVEWAY APRONS TO BE CONSTRUCTED PER CITY STANDARD 118C MODIFIED PROVIDE STAMPED CONCRETE W/ LIGHT BROOM FIN AT ALL DRIVE LOCATIONS. PROVIDE VERTICAL & HORIZONTAL EXPANSION JOINTS AT A MAXIMUM OF 15' O.C. SPACING.
5. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD TYP. AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREAS. FINISH TO BE MEDIUM BROOM FINISH PROVIDE WALK TO PUBLIC WAY OR DRIVE WAY AS REQ. BY CITY INSPECTOR.
6. 14" HIGH CONCRETE TILT-UP SCREEN WALL
7. 8'H WROUGHT IRON SLIDING GATE.
8. CONCRETE RAMP
9. NOT USED
10. TRASH ENCLOSURE TO BE TWO BIN AND FULLY COVERED PER CITY STANDARD.
11. CONCRETE STAIRS AND LANDING
12. 12' X 14' DRIVE-IN DOOR
13. LANDSCAPE. SEE CONCEPTUAL LANDSCAPE PLAN.
14. 20' X 20' PUMP ROOM
15. 8' HIGH VINYL-COATED CHAIN-LINK FENCE
16. BIKE RACK, EACH RACK HOLDS 7 BIKES
17. 10' X 20' PATIO AREA

site legend

- LANDSCAPED AREA
- EXISTING DRIVEWAY TO REMAIN
- AC. PAVING
- CONCRETE PAVING
- STANDARD PARKING STALL 9' X 18'
- HANDICAP PARKING STALL. 9' X 18' W/ 2' OJL
- EXISTING RIGHT OF WAY
- PROPOSED PROPERTY LINE
- ADA PATH OF TRAVEL

easement notes

EXISTING EASEMENT TO REMAIN

1. 20' EASEMENT OF FOUR CORNERS PIPELINE COMPANY (NOW KNOWN AS QUESTAR) FOR PIPELINE PURPOSES PER DOCUMENT RECORDED JANUARY 10, 1958 IN BOOK 2205 PAGE 147 AND FEBRUARY 11, 1958 IN BOOK 2221, PAGE 126, BOTH OF OFFICIAL RECORDS, RECORDS OF RIVERSIDE COUNTY.
2. LINE E PARCEL "A" STORM DRAIN EASEMENT TO CITY MORENO VALLEY PER DOC. REC. 8/2/10 AS NO.2010-0359735
3. STORM DRAIN EASEMENT TO RCFCD PER DOCUMENT RECORDED 11/18/09 AS NO. 2009-0597445.

EXISTING EASEMENT TO BE VACATED

4. EASEMENT TO BE QUIT CLAIMED FOR STORM DRAIN RECORDED 11-18-09 AS DOC # 2009-0597446
5. PARCEL B OF THE LINE E EASEMENT

UTILITIES TO BE RELOCATED

6. EMWD 30' SEWER EASEMENT
7. STORM DRAIN LINE A 25' EASEMENT

project information

Owner / Applicant
RIDGE MORENO VALLEY, LLC
RIDGE MV LOT 3, LLC
201 COVINA AVE. - STE. #8
LONG BEACH, CA 90803
TEL. (562) 856-3819
CONTACT: DENNIS PICE

Architect
HPA, INC.
18831 BARDEEN AVE. SUITE #100
IRVINE, CA 92612
TEL. (949) 863-1770
CONTACT: JAIME CRUZ

Applicant's Representative
INLAND EMPIRE DEVELOPMENT SERVICES, INC.
931 MONARCH COURT
BEAUMONT, CA 92223
TEL: (951) 845-1003
CONTACT: GIL SAENZ

Legal Description
PARCEL 1,2, AND 3 OF PM 32326, PER PM BK. 218, POS. 34 TO 42, REC. OF RIVERSIDE COUNTY, TOGETHER WITH LOT B, BLK. 242 OF MAP NO. 1 BEAR VALLEY ALESSANDRO DEV. CO. AS SAID LOT B IS NOW SHOWN MERGED WITH SAID PARCEL 3 ON THAT LOT LINE ADJUSTMENT NO. 1011 AND CERTIFICATE OF COMPLIANCE REC. APRIL 28,2011 IN DOC NO. 2011-0185737 RECORDS OF RIVERSIDE COUNTY.

Civil Engineer
HUITT ZOLLARS
3990 CONCOURS STE 330
ONTARIO, CA 91764
TEL. (909) 941-7799
CONTACT: MAURICE MURAD

Landscape Architect
ENVIRONS
1746 N. BRIDGEPORT AVE.
CLAREMONT, CA 91711
TEL: (909) 626-4663
CONTACT: BRETT FRENCH

Zoning
I-1 (LIGHT INDUSTRIAL)

Assessors Parcel Number
LOT 1: 297-170-081
LOT 2: 297-170-065
LOT 3: 297-170-082

utility information

TELEPHONE:
VERIZON
150 SO JUANITA ST
HEMET, CA 92543
PHONE: (951) 658-7305
CONTACT: PHIL BRILLINGER

ELECTRIC
MORENO VALLEY UTILITIES
14075 FREDERICK ST
MORENO VALLEY, CA 92552
PHONE: (951) 413-3480
CONTACT: MICHELLE PIERCE

GAS
THE GAS COMPANY
10500 TRUMBLE ROAD SC 8058
ROMOLAND, CA 92585
PHONE: (951) 926-3902
CONTACT: DANE MULLIGAN

WATER
EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE ROAD
PERRIS, CA 92571
PHONE: (951) 928-3777
CONTACT: NEW BUSINESS

SEWER
EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE ROAD
PERRIS, CA 92571
PHONE: (951) 928-3777
CONTACT: NEW BUSINESS

CABLE - TV:
TIME WARNER
1500 AUTO CENTER DR.
ONTARIO, CA 91761
PHONE: (909) 975-3380
(951) 392-4777
CONTACT: MARK DAUENHAUER

vicinity map

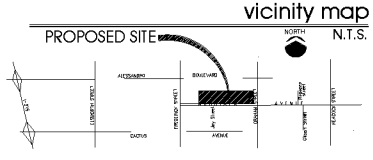

tabulation

TABULATION	BUILDING	
Site area (in sq.ft.)	1,200,351	sf
Site area (in acres)	27.56	ac
		ac
Warehouse area	591,810	sf
Office area	10,000	sf
Total building area	**601,810**	sf
Coverage (Gross)	50%	
Parking required		
1st. 20k@1/1,000 s.f.	20	stalls
2nd. 20k@1/2,000 s.f.	10	stalls
above 40k @1/4,000 s.f.	138	stalls
office @1/250	40	stalls
Total parking required	**208**	stalls
Parking provided		
Standard (9'x18')	252	stalls
Handicap (9'x18')	8	stalls
Total parking provided	**260**	stalls
Trailer parking required		
(1 trailer parking per dock door)		
Total dock doors	100	
Trailer parking provided (14'x50')	101	stalls
Landscape provided	135,090	sf
% of Landscape provided	11%	
NOTE:		
* Bike rack - 5% of total parking required		13 BIKES

1" = 60'-0"
0 60 120 180

REFERENCE NORTH TRUE NORTH

OVERALL SITE PLAN

HPA architecture
hpa, inc.
18831 bardeen avenue, - ste. #100
irvine, ca
92612
tel: 949-863-1770
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STRUCTURAL
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PLUMBING
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LANDSCAPE Environs
FIRE PROTECTION
SOILS ENGINEER

Title:

Project Number: 12073
Drawn by: JAIME CRUZ
Date: OCTOBER 19 , 2012
Revision:

PA 12-0021

Sheet:
A1.1
SITE PLAN
08/27/2012

MV00187282

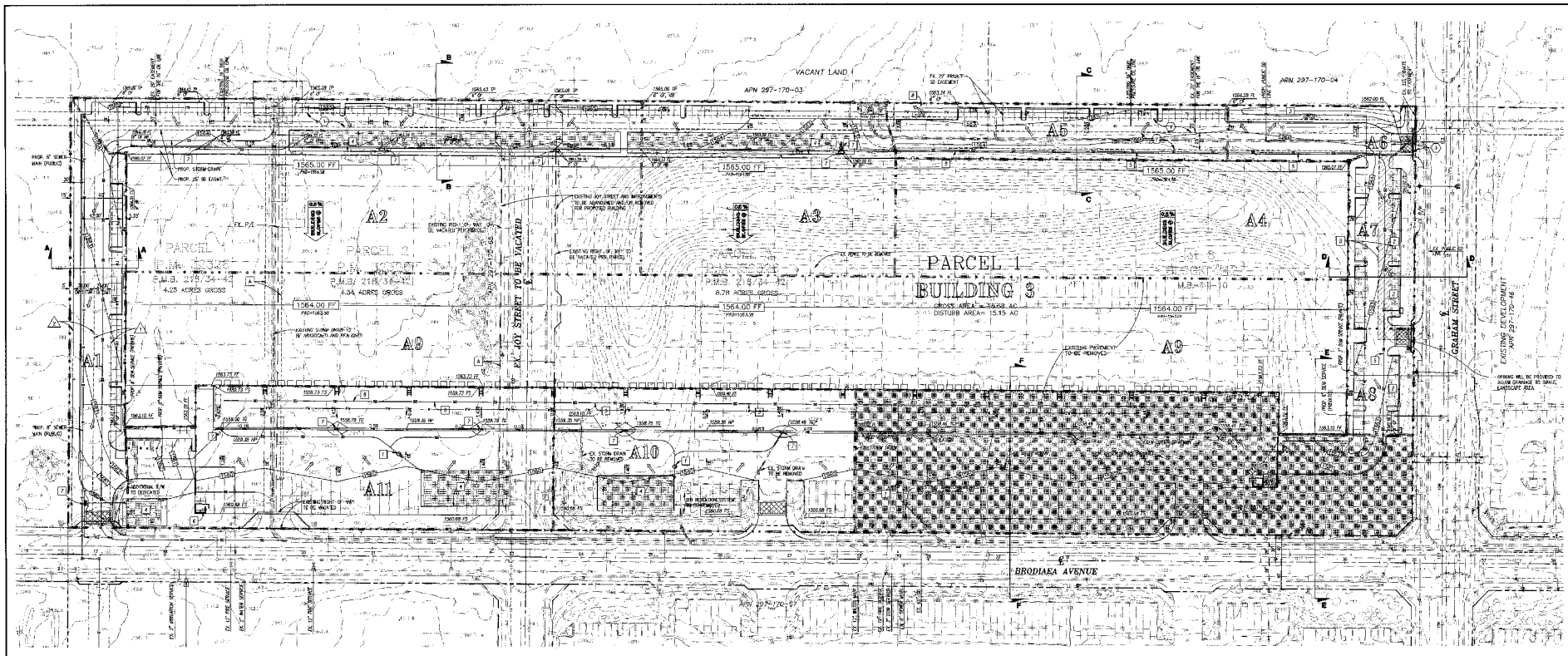
VACANT LAND
APN 297-170-03
APN 297-170-04
PARCEL 1
BUILDING 3
GROSS AREA = 18.68 AC
DISTURB AREA= 15.15 AC
A1
A2
A3
A4
A5
A6
A7
A8
A9
A10
A11
EX. 40' STREET TO BE VACATED
GRAHAM STREET
BRODIAEA AVENUE
EXISTING DEVELOPMENT APN 297-170-46
EXISTING PAVEMENT TO BE REMOVED
EXISTING RIGHT OF WAY TO BE VACATED FOR PROPOSED BUILDING
EXISTING RIGHT OF WAY TO BE VACATED FOR PROPOSED BUILDING
EXISTING RIGHT OF WAY TO BE VACATED
EXISTING RIGHT OF WAY TO BE VACATED
EXISTING RIGHT OF WAY TO BE VACATED

TREE PALETTE

TREES	BOTANICAL NAME	COMMON NAME	CONT	CAL	QTY
	Eucalyptus sideroxylon 'Rosea'	Red Ironbark	15 gal	Low	79
	Existing Tree To Remain	Protect In Place	Existing		140
	Koelreuteria bipinnata	Chinese Flame Tree Multi-Trunk	36"box	Med	11
	Lagerstroemia x 'Muskogee'	Lavender Crape Myrtle Std.	24"box	Med	11
	Pinus eldarica	Afghan Pine	15 Gal. & 24" Box	Low	107
	Platanus racemosa	California Sycamore	15 gal	Med	26
	Platanus x acerifolia 'Bloodgood'	London Plane Tree	24"box		18
	Rhus lancea	African Sumac	24"box	Low	32

ROOT BARRIER NOTE

ALL INSTALLATIONS SHALL INCLUDE ROOT BARRIERS. LOCATE ROOT BARRIER 2' FROM CURB EXCEPT AS OTHERWISE SHOWN ON THE PLANS. ROOT BARRIERS SHALL EXTEND 2' BEYOND THE LEAF MASS AT MATURITY. ROOT BARRIERS SHALL BE 18" DEEP.

SHRUB / GROUND COVER PALETTE

SHRUB & GROUND COVER PALETTE - LOW WATER USE 90,056 sf

Acacia redolens 'Desert Carpet' TM / Bank Catclaw
Anigozanthos flavidus 'Gold Velvet' / Kangaroo Paw
Arbutus unedo / Strawberry Tree Shrub
Baccharis pilularis 'Pigeon Point' / Coyote Brush
Callistemon citrinus / Lemon Bottlebrush Shrub
Carex tumulicola / Berkeley Sedge
Cassia artemisioides / Feathery Cassia
Ceanothus purpureus / Cardinal Ceanothus
Elaeagnus pungens 'Frankfordii' / Silverberry
Heteromeles arbutifolia / Toyon
Macfadyena unguis-cati / Yellow Trumpet Vine
Muhlenbergia capillaris 'Autumn Bloom' / Pink Muhly
Muhlenbergia rigens / Deer Grass
Myoporum parvifolium 'Putah Creek' / Putah Creek Myoporum
Pennisetum advena 'Rubrum' / Fountain Grass
Pennisetum messiacum 'Fairy Tails' / Fountain Grass
Rosmarinus officinalis 'Huntington Blue' / Rosemary
Rosmarinus officinalis 'Tuscan Blue' / Tuscan Blue Rosemary
Salvia greggii 'Furman's Red' / Furman's Red Salvia
Westringia fruticosa / Coast Rosemary

SHRUB & GROUND COVER PALETTE - MEDIUM WATER USE 6,396 sf

Abelia x grandiflora 'Edward Goucher' / Glossy Abelia
Buxus x 'Green Gem' / Green Gem Boxwood
Dietes bicolor 'Moraea' / Fortnight Lily
Hemerocallis 'Lemon Yellow' / Daylily
Lupinus texensis / Texas Privet
Nandina domestica / Heavenly Bamboo
Photinia x fraseri / Photinia
Podocarpus gracilior 'Columnaris' / Fern Pine
Rhaphiolepis indica 'Clara' / Indian Hawthorn
Rosa floribunda 'Iceberg' / Iceberg Rose
Rosa x 'Flower Carpet Pink' / Rose
Xylosma congestum / Shiny Xylosma

EXISITNG LANDSCAPE TO REMAIN

EXISTING LANDSCAPE TO REMAIN PROTECT IN PLACE

MULCH NOTE

ALL PLANTING AREAS TO RECEIVE A 2" LAYER OF COVER MULCH AVAILABLE FROM LANDTON (951) 270-0388

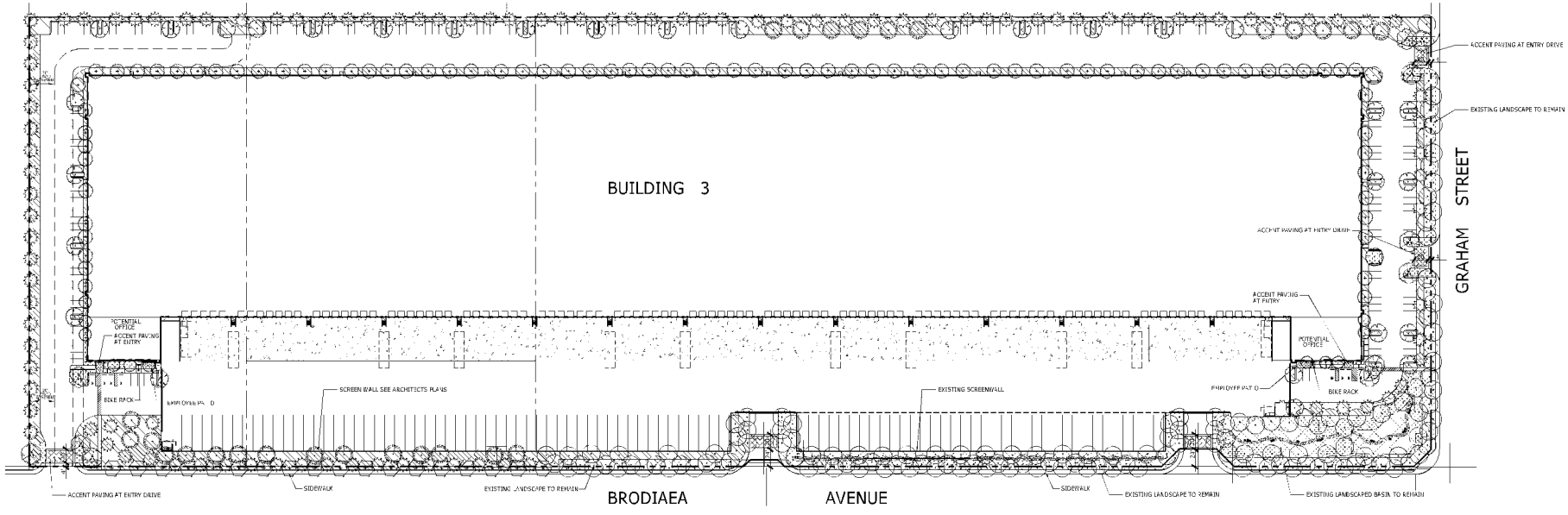

NORTH

0 60 120 180 feet
1" = 60'

DATE
REVISIONS

Environs
LANDSCAPE ARCHITECTURE
Creating Sustainable Water Conserving Solutions
Site / Landscape Design • Columbia, MD 21
Site / Water Design • Carlsbad, CA

OWNER/DEVELOPER:
RIDGE MORENO VALLEY, LLC
RIDGE MV LOT 3, LLC C/O
RIDGE PROPERTY TRUST
201 COVINA, STE #8 • LONG BEACH, CA 90803
TEL: (562) 433-3417 • CONTACT: NAVID NASTOUR

SHEET TITLE: PRELIMINARY LANDSCAPE PLAN

PROPOSED NEW BUILDING FOR:
CENTERPOINT BUSINESS PARK
Building 3
Brodiaea Avenue, Moreno Valley, CA 92555

DRAWN BY: EKF
DATE: 4-30-12
JOB NO.: RIDGE0031
SHEET NO.: L-1
OF 1 SHTS.

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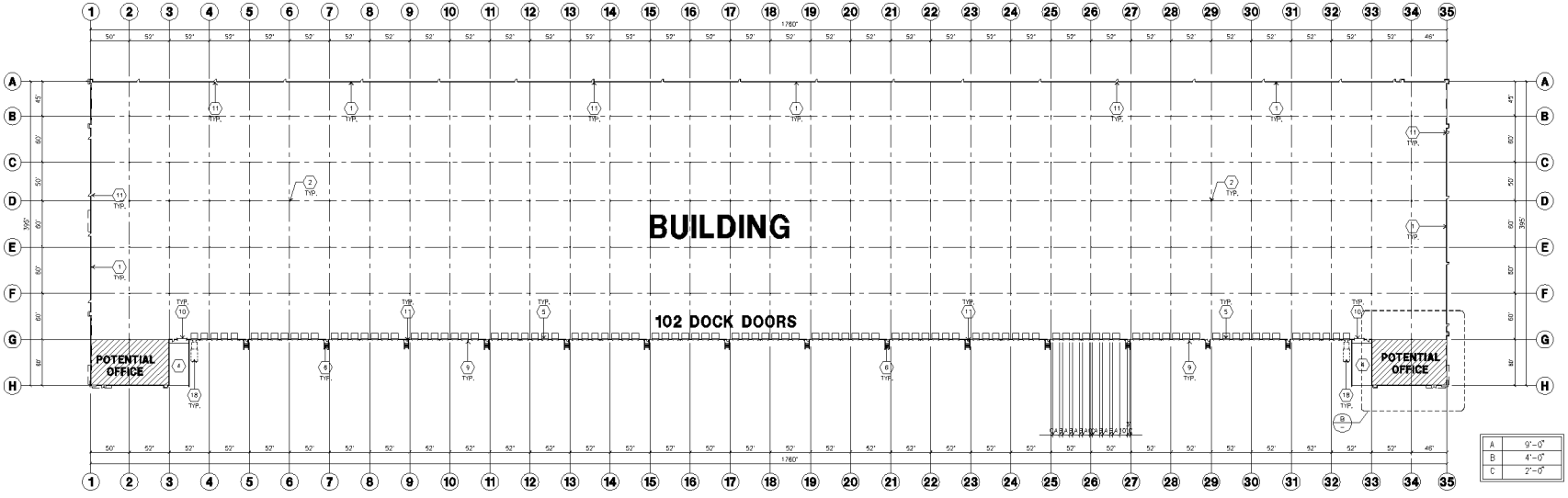

OVERALL FLOOR PLAN (A)
scale: 1"=80'-0"

KEYNOTES - FLOOR PLAN

1. CONCRETE TILT-UP PANEL. SEE "S" DWGS FOR THICKNESS AND STEEL REQUIREMENTS.
2. STRUCTURAL STEEL COLUMN SEE "S" DRAWINGS FOR SIZE
3. TYPICAL STOREFRONT SYSTEM WITH GLAZING. SEE OFFICE BLOW-UP AND ELEVATIONS FOR SIZE, COLOR AND LOCATIONS.
4. CONCRETE RAMP W/ 42"HIGH CONC TILT-UP GUARD WALL OR BUILDING WALL ON BOTH SIDE OF RAMP. SEE "S" DWG FOR DETAIL.
5. 9'-0" X 10' TRUCK DOOR, SECTIONAL O/H. STANDARD GRADE.
6. EXTERIOR CONCRETE STAIR
7. 5'-0"X5'-0"X4" THICK CONCRETE EXTERIOR LANDING PAD TYPICAL AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREA. FINISH TO BE MEDIUM BROOM FINISH. SLOPE TO BE 1/4" - 1/2" MAX. PROVIDE WALK TO HARD SURFACE PER DTY REQUIREMENTS
8. LOUVERED OPENING FOR VENTILATION.
9. DOCK DOOR BUMPER
10. 12' X 14' DRIVE THRU. SECTIONAL OH., STANDARD GRADE. DESIGNED TO RESIST WIND 80 MPH., EXPOSURE "C".
11. 3'X7' HOLLOW METAL EXTERIOR MAN DOOR. DESIGNED TO RESIST WIN 80 MPH., EXPOSURE "C".
12. SOFFIT LINE ABOVE
13. BRACE FRAME. SEE "S" DWGS.
14. CONC. FILLED GUARD POST. 8" DIA. U.N.O., 42" H.
15. EXTERIOR DOWNSPOUT WITH OVERFLOW SCUPPER
16. Z GUARD
17. APPROXIMATE LOCATION OF ROOF TOP UNIT.
18. TRASH COMPACTOR (N/C) PROVIDE SPRINKLERS PER CODE REQUIREMENTS. INSTALLER SHOULD PAINT TO MATCH BUILDING

GENERAL NOTES - FLOOR PLAN

A. THIS BUILDING IS DESIGNED FOR HIGH PILE STORAGE WITH FIRE ACCESS MAN DOORS AT 100' MAXIMUM O.C. A SEPARATE PERMIT WILL BE REQUIRED FOR ANY RACKING/CONVEYOR SYSTEMS
B. FIRE HOSE LOCATIONS SHALL BE APPROVED PER FIRE DEPARTMENT.
C. THE BUILDING FLOOR SLAB IS SLOPED. SEE "C" DRAWINGS FOR FINISH SURFACE ELEVATIONS.
D. NOT USED
E. WAREHOUSE INTERIOR CONCRETE WALLS ARE PAINTED WHITE. COLUMNS ARE TO RECEIVE PRIMER ONLY. ALL OTHER BLDG. WALLS IN WAREHOUSE TO RECEIVE 1 COAT OF WHITE TO COVER
F. SLOPE POUR STRIP 1/2" TO EXTERIOR AT ALL MANDOOR EXITS. SEE "S" DRAWINGS FOR POUR STRIP LOCATION.
G. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE PANEL WALL, GROUND, OR FACE OF STUD U.N.O.
H. SEE CIVIL DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR TO VERIFY ACTUAL UTILITY LOCATIONS. PLUMBING/ELECTRICAL COORDINATION.
I. FOR DOOR TYPES AND SIZES, SEE DETAIL SHEET ADA. NOTE: ALL DOORS PER DOOR SCHEDULE ARE FINISH OPENINGS.
J. CONTRACTOR TO PROTECT AND KEEP THE FLOOR SLAB CLEAN. ALL EQUIPMENT TO BE BARRIERED INCLUDING CARS AND TRUCKS.
K. ALL EXIT MAN DOORS IN WAREHOUSE TO HAVE ILLUMINATED EXIT SIGN. HARDWARE
L. HIGHLY FLAMMABLE AND COMBUSTIBLE MATERIAL SHALL NOT BE USED OR STORED IN THIS BUILDING.
M. EACH EXTERIOR EXIT DOOR SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN THE MOUNTING HEIGHT FOR SUCH SIGNAGE SHALL BE 60" FROM FINISH FLOOR LEVEL TO THE CENTER OF THE SIGN.
N. NON-ACCESSIBLE DOOR. PROVIDE WARNING SIGN LOCATED IN THE INTERIOR SIDE PER CBC 11338.1.1.1
O. ALL ROOF MOUNTED MATERIALS SHALL BE FULLY SCREENED FROM PUBLIC VIEW.

FLOOR SLAB AND POUR STRIPS REQ.

THESE NOTES ARE VERY MIN. REQUIREMENT. SEE "S" DWGS FOR ADDITIONAL REQUIREMENTS

1. FLOOR COMPACTION - 95%
2. TRENCH COMPACTION - 90%
3. BUILDING FLOOR SLAB:
   A. 6" THICK MIN. UNREINFORCED CONCRETE - OVER COMPACTED SOILS
   B. 3/4" - 18"LONG @ 12" O.C. DOWELS AT ALL CONSTRUCTION JOINTS
      3/4" - 18"LONG @ 24" O.C. DOWELS IN DOWEL BASKET AT ALL CONTROL JOINTS
   C. 4,000 P.S.I. REQUIREMENT.
   D. SLUMP TO BE 4" +/- 1"
   E. JOINT SPACING PER A.C.I. 302-1R-96
   F. SAW-CUT DEPTH 1/4 TO 1/3 PER SAW-CUTTING WITHIN 2 HRS OF FINISHING
4. CONTRACTOR TO BUILD FOR CLASS V FLOOR PER A.C.I. 302-1R-96
5. NOT USED
6. CONCRETE SLAB TO HAVE STEEL FLOAT HARD TROWEL BURNISHED FINISH.
7. CONTRACTOR TO CURE SLAB TO BE WET CURING USING BURLINE FOR 7 DAYS MIN.
8. ALL EQUIPMENT & MOVING VEHICLES SHALL BE BARRIERED.
9. NO DRIVING CONCRETE TRUCKS OR ANYTHING HEAVIER WILL BE PLACED ON THE SLAB.
10. SLAB TO BE FF35 FL24 MEASURED WITHIN 24 HOURS
11. NO FLY ASH IN THE CONCRETE
12. WHERE [hatched] INDICATED, PROVIDE VAPOR BARRIER (15MIL STEGO OR EQUAL) UNDER THE CONCRETE SLAB. PROVIDE SAND PER SOILS ENGINEER OR MANUFACTURER'S RECOMMENDATION.
    CONCRETE SLAB IN FUTURE OFFICE AREAS, WHERE SAND OVER VISQUEEN ARE REQUIRED, SHALL BE NATURALLY HYDRATED WITHOUT USE OF BURLENE, CURING COMPOUND, OR RELEASE AGENTS.
    CONTROL/CONSTRUCTION JOINTS SHALL NOT BE FILLED WITH MM-80 JOINT FILLER IN FUTURE OFFICE AREAS.
13. SEAL CONCRETE SLAB W/ "LIPIDOLITH" SEALER

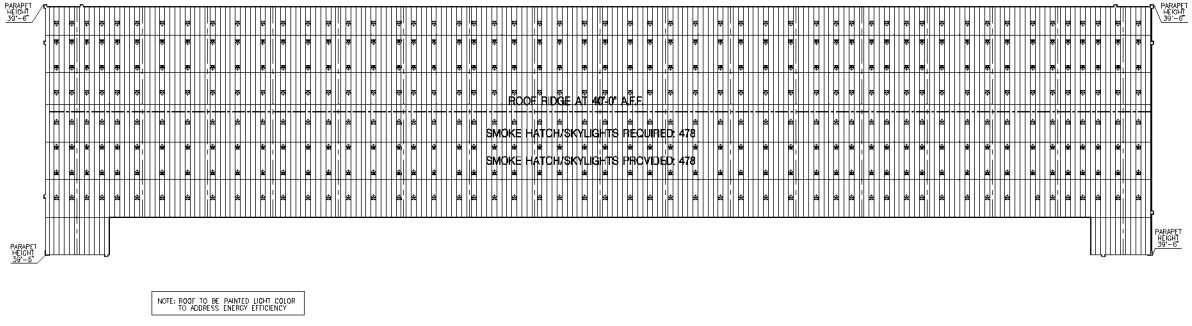

NOTE: ROOF TO BE PAINTED LIGHT COLOR TO ADDRESS ENERGY EFFICIENCY.

OVERALL ROOF PLAN (C)
scale: 1"=80'-0"

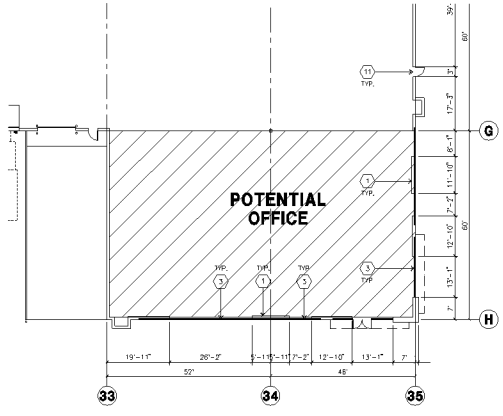

ENLARGED FLOOR PLAN (B)
scale: 1/16"=1'-0"

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email: hpa@hparchs.com

Owner:

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RIDGE MV LOT 3, LLC C/O
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PH: (562) 856-3819
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STRUCTURAL	
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PLUMBING	
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FIRE PROTECTION	
SOILS ENGINEER	

Title:

Project Number: 12073
Drawn by: JAIME CRUZ
Date: OCTOBER 19 , 2012
Revision:

PA 12-0021

Sheet:

A2.1

FLOOR PLAN
08/27/2012

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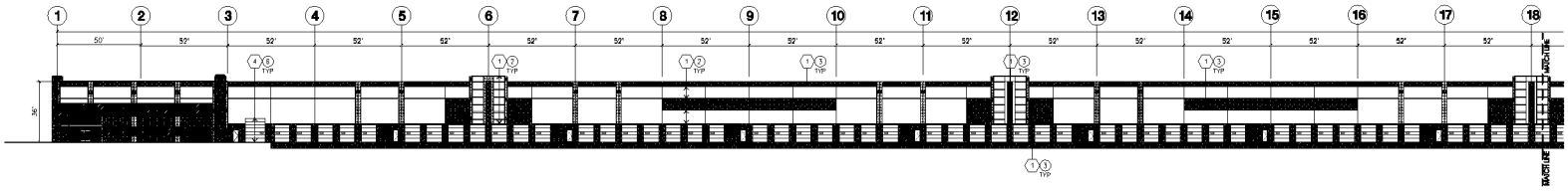

SOUTH ELEVATION (A)
scale: 1"=30'-0"

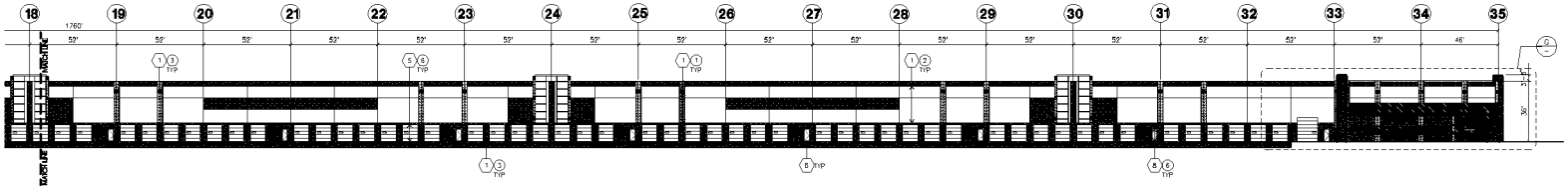

SOUTH ELEVATION (B)
scale: 1"=30'-0"

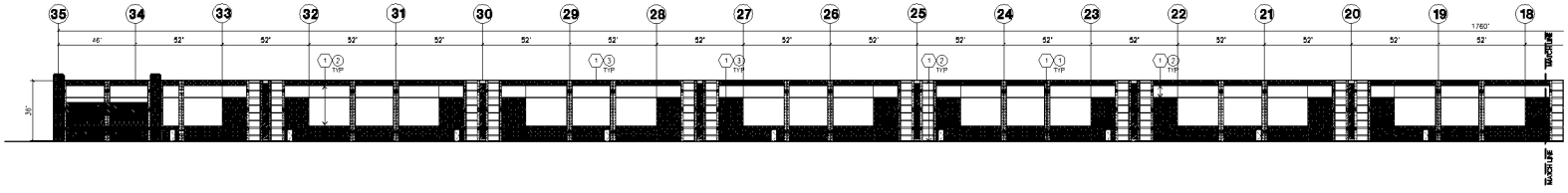

NORTH ELEVATION (C)
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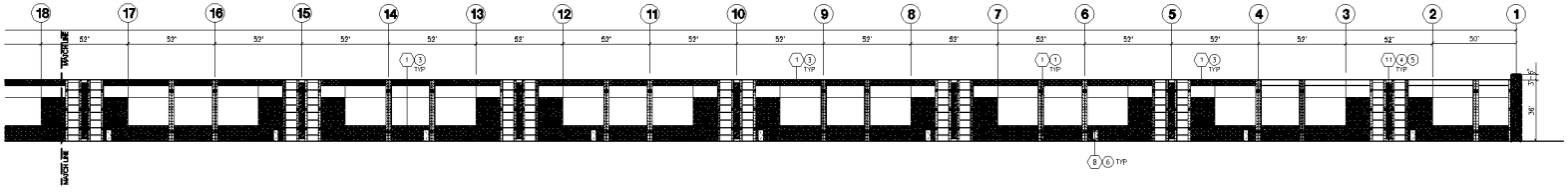

NORTH ELEVATION (D)
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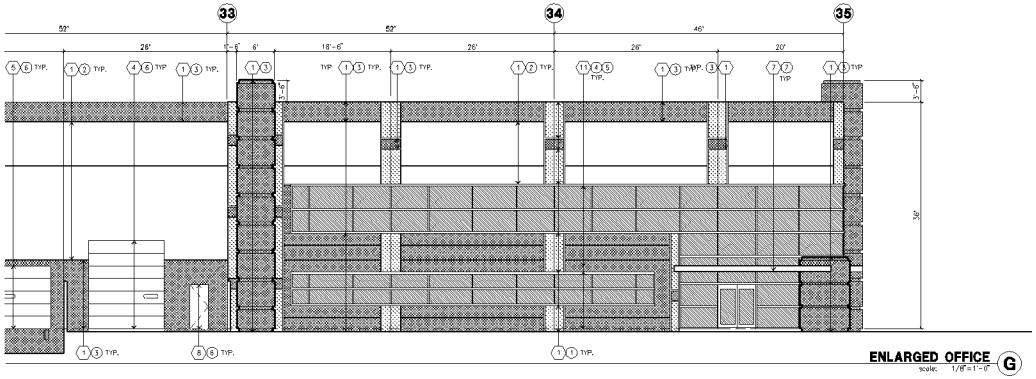

ENLARGED OFFICE (G)
scale: 1/8"=1'-0"

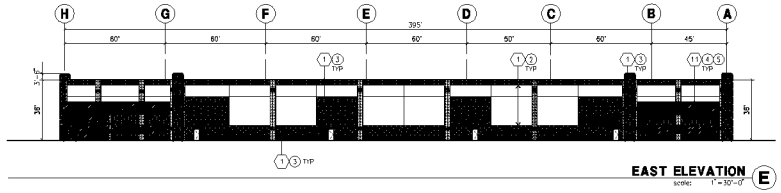

EAST ELEVATION (E)
scale: 1"=30'-0"

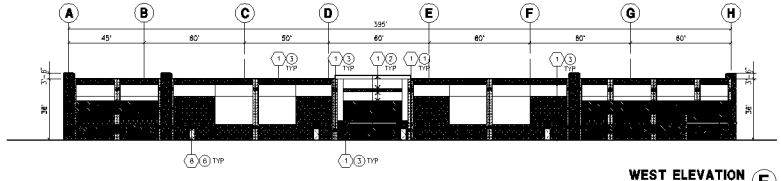

WEST ELEVATION (F)
scale: 1"=30'-0"

KEYNOTES - ELEVATIONS

1. CONCRETE TILT-UP PANEL(PAINTED). FINISH GRADE VARIES. SEE "C" DRAWINGS WATERPROOF ALL WALLS WHERE GRADE IS HIGHER AND EXPOSED TO THE WEATHER ONE SIDE. WATERPROOFING TO BE PROTECTED WITH PROTECTION BOARD AND A WALL OF 6" OF GRAVEL. PROVIDE TRENCH DRAIN AT BOTTOM AND DAYLIGHT TO CURB OR TAKE TO STORM DRAIN. NOT REQUIRED AT DOCK HIGH CONDITION OF AT RAMP WALLS.
2. PANEL JOINT.
3. PANEL REVEAL. ALL REVEALS TO HAVE A MAX. OF 3/8" CHAMFER. REVEAL COLOR TO MATCH ADJACENT BUILDING FIELD COLOR, U.N.O.
4. OVERHEAD DOOR @ GRADE HIGH. SEE DOOR SCHEDULE. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND.
5. OVERHEAD DOOR @ DOCK HIGH. SEE DOOR SCHEDULE. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND.
6. CONCRETE STAIR, LANDING AND GUARDRAIL W/ METAL PIPE HANDRAIL. PROVIDE NON SKID NOSING TO MEET ADA REQUIREMENTS. PROVIDE CONTRASTING COLORED 2" WIDE WARNING STRIPE INTEGRAL TO CONCRETE AT TOP LANDING AND BOTTOM TREAD PER ADA REQUIREMENTS.
7. CANOPY
8. HOLLOW METAL DOORS. SEE DOOR SCHEDULE. PROVIDE COMPLETE WEATHER STRIPPING ALL AROUND DOOR. PROVIDE FOR RAIN DIVERTER ABOVE DOOR.
9. EXTERIOR DOWNSPOUT AND OVERFLOW SCUPPER
10. DOCK BUMPER
11. ALUMINUM STOREFRONT FRAMING WITH TEMPERED GLAZING AT ALL DOORS, SIDELITES ADJACENT TO DOORS AND GLAZING WITH BOTTOMS LESS THAN 18" ABOVE FINISH FLOOR ELEVATION.

GENERAL NOTES - ELEVATIONS

A. ALL PAINT COLOR CHANGES TO OCCUR AT INSIDE CORNERS UNLESS NOTED OTHERWISE.
B. ALL PAINT FINISHES ARE TO BE FLAT UNLESS NOTED OTHERWISE.
C. T.O.P. ELEV. TOP OF PARAPET ELEVATION.
D. F.F. = FINISH FLOOR ELEVATION.
E. STOREFRONT CONSTRUCTION: GLASS, METAL ATTACHMENTS AND LINTELS SHALL BE DESIGNED TO RESIST 50 MPH. EXPOSURE "C" WINDS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PRIOR TO INSTALLATION.
F. CONTRACTOR SHALL FULLY PAINT ONE CONCRETE PANEL W/ SELECTED COLORS. ARCHITECT AND OWNER SHALL APPROVE PRIOR TO PAINTING REMAINDER OF BUILDING.
G. BACK SIDE OF PARAPETS TO HAVE SMOOTH FINISH AND BE PAINTED WITH ELASTOMERIC PAINT.
H. FOR SPANDREL GLAZING: ALLOW SPACE BEHIND SPANDREL TO BREATH.
J. USE ADHESIVE BACK WOOD STRIPS FOR ALL REVEAL FORMS.
K. THE FIRST COAT OF PAINT TO BE ROLLED-ON AND THE SECOND COAT TO BE SPRAYED-ON

COLOR SCHED. - ELEVATIONS

1	CONCRETE TILT-UP PANEL PAINT BRAND	FRAZEE CLW 10429W MESTAYA
2	CONCRETE TILT-UP PANEL PAINT BRAND	FRAZEE CL30229W CERVANTES
3	CONCRETE TILT-UP PANEL PAINT BRAND	FRAZEE CL30350 NATURAL WAY
4	GLAZING	COLOR BLUE ON BLUE REFLECTIVE GLAZING
5	MULLIONS	PAINT BRAND CLEAR ANODIZED
6	DOORS	PAINT BRAND FRAZEE CL30229W CERVANTES
7	CANOPY	PAINT BRAND FRAZEE CLW 10429W MESTAYA

GLAZING LEGEND

- SPANDREL GLASS
- TEMPERED VISION GLASS
- VISION GLASS

PAINT AND MATERIAL LEGEND

1 2 3

HPA architecture

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18831 bardeen avenue, - ste. #100
irvine, ca
92612
tel: 949-863-1770
fax: 949-863-0651
email: hpa@hparchs.com

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Project:

CENTERPOINT BUSINESS PARK

Building 3

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FIRE PROTECTION	
SOILS ENGINEER	

Title:

Project Number: 12073
Drawn by: JAIME CRUZ
Date: OCTOBER 19 , 2012
Revision:

PA 12-0021

Sheet:

A3.1
ELEVATION PLAN
08/27/2012

MV00187286

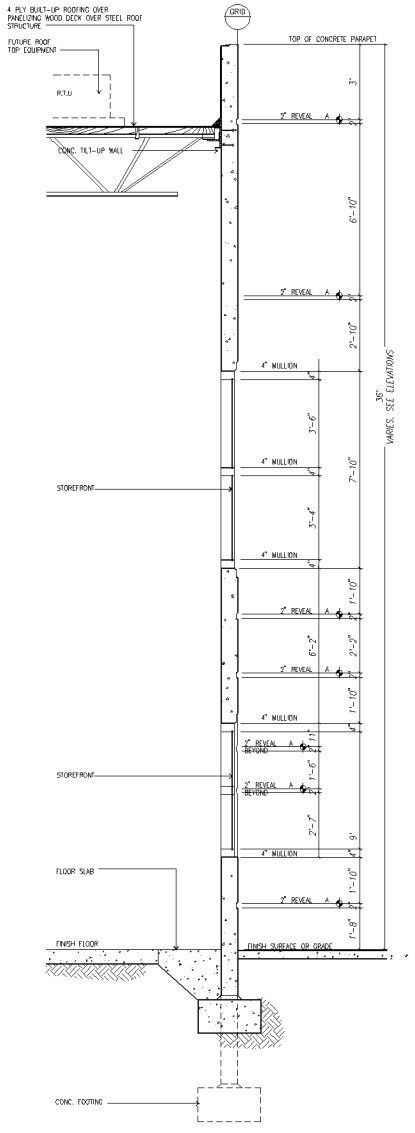

TYP. STOREFRONT ELEVATION (A)

scale: 1/2" = 1'-0"

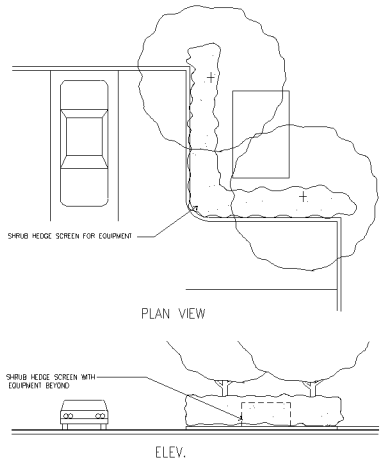

GROUND MOUNTED EQUIPMENT SCREENING, TYP. (B)

scale: N.T.S.

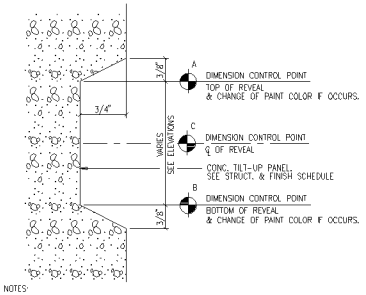

NOTES:

1. DIMENSION CONTROL POINTS AT REVEALS AND EDGE OF CONCRETE OPENINGS WHERE OCCUR. SEE WALL SECTIONS.
2. PAINT COLOR CHANGES TO ALWAYS OCCUR AT CONTROL POINT "A" OR "B"

TYP. CONCRETE REVEAL (C)

scale: N.T.S.

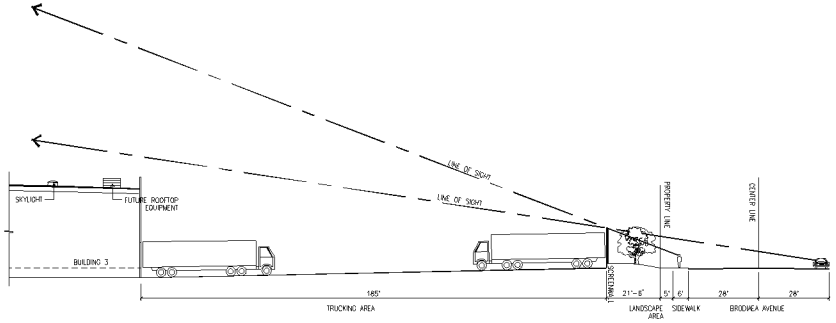

SECTION STUDY OF ROOF SCREEN (D)

scale: 1" = 20'-0"

GENERAL NOTES - ELEVATIONS

A. CONTRACTOR TO VERIFY ALL GRADES W/ CURRENT "C" PLAN & VERIFY SITE CONDITIONS. VERIFY ALL TOP OF WALL HEIGHTS(T.O.W.) & FINISH SURFACE GRADES.

B. PROVIDE 2" DIA. P.V.C. WEEP HOLES @ 8' O.C. IN SCREEN WALLS @ GRADE GRADE LEVEL ON TRUCK YARD SIDE.

C. CONTRACTOR TO PROVIDE WATER-PROOFING MEMBER TO SCREEN WALL AT ALL RETAINING/ BERMING CONDITIONS. PROVIDE WATERPROOFING @ INSIDE OF WALL ONLY. CONTRACTOR TO SUBMIT WATERPROOFING SPECIFICATIONS TO ARCHITECT PRIOR TO INSTALLATION.

D. SCREEN WALLS TO BE SUBMITTED UNDER SEPARATE PERMIT FROM BUILDING DEPARTMENT PER COUNTY STANDARD.

E. GATE MANUFACTURER TO PROVIDE DETAILING OF GATES TO WITHSTAND 90 MPH. WINDS, EXPOSURE "C" AND VERIFY ALL DIMENSIONS, DETAILS AND SITE CONDITIONS W/ CONTRACTOR.

ALL GATES TO BE WALL BRACED. SUB-CONTRACTOR TO SUBMIT SHOP DRAWINGS TO ARCHITECT PRIOR TO INSTALLATION.

CONTRACTOR TO VERIFY ALL CIVIL AND STRUCTURAL DRAWINGS FOR SCREEN-WALL HEIGHT. CONTRACTOR TO PROVIDE A MIN. OF 10'-0" HIGH SCREEN-WALL FROM FINISH GRADE @ STREET SIDE. CONTRACTOR TO ADJUST SCREEN-WALL HEIGHT AND FOOTING IN THE FIELD.

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SOILS ENGINEER	

Title:

Project Number: 12073
Drawn by: JAIME CRUZ
Date: OCTOBER 19 , 2012
Revision:

PA 12-0021

Sheet:

A4.1

SECTION
08/27/2012

MV00187287

ATTACHMENT 11

CITY OF MORENO VALLEYPLANNING COMMISSION
REGULAR MEETING
NOVEMBER 29TH, 2012

CALL TO ORDER

Chair Van Natta convened the Regular Meeting of the City of Moreno Valley Planning Commission on the above date in the City Council Chambers located at 14177 Frederick Street.

ROLL CALL

Commissioners Present:
Chair Van Natta
Vice Chair Salas
Commissioner Baker
Commissioner Crothers
Commissioner Giba

Excused:
Commissioner Owings
Commissioner Ramirez

Staff Present:
John Terell, Planning Official
Jeff Bradshaw, Associate Planner
Suzanne Bryant, Assistant City Attorney
Barry Foster, Economic Development Director
Michael Lloyd, Traffic Consultant Engineer
Clement Jimenez, Land Development Engineer

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

MV00187288

CHAIR VAN NATTA – Okay, we have the Agenda in front of us. Has everyone had a chance to take a look at it? Okay, anyone move for approval of the Agenda?

COMMISSIONER GIBA – I move that we approve the Agenda

VICE CHAIR SALAS – I'll second

CHAIR VAN NATTA – Thank you, moved and seconded…all in favor?

Opposed – 0

Motion carries 5 – 0, with two absent (Commissioner Ramirez and Commissioner Owings)

PUBLIC HEARING ITEMS

CHAIR VAN NATTA – The public is advised of the procedures to be followed in the meeting which is on display in the rear of the room.

PUBLIC COMMENTS

CHAIR VAN NATTA – And we going to begin the meeting with comments by any member of the public on any matter which is not listed on the Agenda but which is within the subject matter jurisdiction of the Commission and I do have one Speaker Slip here for George Hague. Can you please state your name and address and then proceed.

SPEAKER HAGUE – My name is George Hague, resident of Moreno Valley. You should have this in front of you. As you know I am a retired teacher and I hope all the time that you are here that you do an excellent job of educating yourself and reach out just for that reason. Looking at page one on this document. This is from City of Riverside. Actually WRCOG put it together seven years ago. The City of Riverside modified it a little and adopted it in 2008 and I'm wondering where Moreno Valley has something like this to help the residents and the developers. It explains what sensitive preceptors are as far as warehousing development is concerned. I'm looking at page 2 right now. You can't go through this entire thing; that is why I hope you will read this later, but on page 2 and I have highlighted, it says that diesel exhaust is responsible for 70 percent of the total cancer risk from air pollution. Once again diesel exhaust is responsible for 70 percent of the total cancer risk from air pollution. I think most of that

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comes from the diesel trucks that we are inviting into our community. It is very sad to think that your job is to protect the health, safety and welfare of our residents and yet it seems like what we are doing is supplying jobs where they are going to be breathing this diesel exhaust at least 8 hours a day and I don't believe you are protecting the health, safety and welfare of the residents and especially those who work at these locations. When you have a situation where they are breathing this in, you might as well go out and ask them and encourage them to be smoking as to develop these and encourage them to work at these warehousing. It is very toxic; they breathe it in and there is usually no air conditioning or other at these warehouses. Flipping over to page 5... a health risk assessment is required when traffic area of an industrial project located within 1,000 feet. Workers are right there within 1,000 feet. They are standing right next to these belching diesel emitting trucks and yet they are saying for the safety of residents you should have 1,000 feet. No, once again you are not protecting the health, safety and welfare of the residents. Required trip reductions plans submitted for all businesses including warehouses to reduce by 6 ½ percent. That would be wonderful in this City if we had something similar to this... 2c down below, require warehouse distribution centers to provide onsite signage or directional guidance of trucks entering and exiting... require warehouse distribution centers to provide signage and flyers for the closest restaurants and refueling. The next page...

CHAIR VAN NATTA – Mr. Hague, you have about 30 seconds left.

SPEAKER HAGUE – With the 50 truck trips per day, you need to provide electrical hookups. Additional future tenants approving a warehouse needing refrigeration, likewise. No idling for 5 minutes, but I ask you when you put that condition into a project, do you know who is supposed to be enforcing that and has anybody ever enforced that in our City? Please check on that and finally page 7, risk as expressed, says estimated increased chances of getting cancer in a million. Whether it is one in a million or 100 in a million it does happen and I thank you very much and I hope you will read this at your leisure and maybe push for something very similar in our own City. I thank you very much.

CHAIR VAN NATTA – I thank you for your comments.

PLANNING OFFICIAL TERELL – Oh Chair Van Natta, just for everyone's information the City did adopt good neighbor guidelines into its Code about six months ago and it was tailored on the WRCOG plan as well as we did refer to the City of Riverside, so it is not exactly the same but it is very similar to Riverside in our Code. We don't have a handout about it. We do have it in our Code.

SPEAKER HAGUE – And I hope all the residents get to see that. Thank you very much.

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CHAIR VAN NATTA – Thank you. Okay we have another Speaker Slip here… Tom Thornsley.

SPEAKER THORNSLEY – Good evening Commissioners. I've come to the City tonight because I have lived in the City about 15 years; participated in a number of Hearings over the years and haven't been to the Commission in a couple of years now. I do watch what goes on. I do read Staff Reports. Once in a while I will tune in and catch what goes on here. What I have come to realize is the City is in transition right now. We are going extremely heavy industrial. We are going to have probably the largest warehouse distribution center in the City. The City is I think the second to the largest city in Riverside County, yet we are the City some of the lowest development standards when it comes to just about everything that is developed in this City. Sadly to say industrial buildings are some of the saddest designs I've ever seen and I do have a planning background. I would really encourage all of you to get out of town and go look at stuff in other communities. Look at what is being done and start pushing for our City to have greater standards. As I fear the east end of town turning into a massive warehouse area, if we are going to give it up as mixed uses out there, then I want it to be the highest end use we can have and the same goes when you are looking at the specific plans. You want to make sure they are fully detailed. You want it to have stuff that gives you good guidelines and gets you good things for your community. When you look at the environmental documents, look at the mitigation measures and make sure they are really getting you something for your City. Don't let them be vague comments. Don't let them say "could" and let them say "should". Don't let them try to second guess what you might get. Make sure they are very, very definitive. I've been recently been looking through a number of documents and environmental reports and participated in some meet and confer projects and I'm kind of dismayed. There is very little in there that is saying that we should get all of the good things that we want and not just enough of them to get us by and I sadly feel that that is the way the City has been going. You know we are the easiest game in town for developers. The vast majority of what I've seen come to the City has been spec buildings. For spec buildings, the developer will spend the littlest amount possible to build something to then get someone into it, whereas if you actually have known tenants they want to promote themselves. They want to look good and they will bring that to the City and they will offer it to you. So if you don't have standards that encourage high end development, you'll just keep getting what I'll speak on later tonight about, but as a whole I applaud you for your effort… I mean I gave up my day to read the environmental document; the draft, the final EIR and the Specific Plan…

CHAIR VAN NATTA – You have about 20 seconds sir

SPEAKER THORNSLEY – And Staff Reports for both items tonight, so it is a big challenge to do that much reading to keep up with it let alone actually be involved

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in the whole process, so I hope you guys can all start making a better effort on behalf of the citizens. Thank you.

CHAIR VAN NATTA – Thank you for your comments. Okay I believe that is the end of our Non-Public Hearing Items and we will now go into our Public Hearing Items.

PUBLIC HEARING ITEMS

2.	**Case Number:**	**P12-057**	**Environmental Impact Report**
		PA12-0019	**Plot Plan**
		PA12-0020	**Plot Plan**
		PA12-0021	**Plot Plan**
		PA12-0022	**Zone Change**

Case Planner: Jeff Bradshaw

CHAIR VAN NATTA – Okay, ladies and gentleman we're back from our short break and we are ready for our second item on the Agenda and Jeff Bradshaw is our Case Planner on this. Would you like to tell us about the project please?

ASSOCIATE PLANNER BRADSHAW – Thank you. Good evening Chair and members of the Planning Commission. Item 2 is a proposal for 4 applications for the construction of one, an addition to an existing building; two, a new building on the north side of Brodiaea and Graham and the third presents two alternatives or options for the corner of Frederick and Cactus. The corner location at Frederick and Cactus is currently zoned Business Park Mixed Use or BPX Zone and that comes with a list of particular uses that are allowed there. The developer is interested in being able to utilize that for either truck parking/trailer parking or possibly a warehouse facility. Both of those would require a change in zoning from Business Park Mixed Use to Light Industrial. That is the fourth application that is proposed this evening is that zone change. The surrounding area is comprised of comparable zoning and comparable development, so the uses proposed there under application PA12-0019, both the proposal for the truck court and the building alternative would be permitted under that zone. The adjoining property and I apologize for the way the site plans are kind of haphazard… the exhibit at the top left corner with the orange and the tan shading is a site plan exhibit that would accompany Plot Plan application PA12-0020

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which is a proposal to add just over 500,000 square feet to an existing 780,000 square foot approximate size building and that addition would result in a building with a total square footage of just under 1.3 million square feet. The third Plot Plan application PA12-0021 is for building three. It is the exhibit on the wall there that is in the middle on the top. That facility is located on the north side of Brodiaea. At the intersection of Brodiaea and Graham there is currently the interim use of truck parking there. If you have had the chance to drive the area there, you can see some of the onsite improvements that are in place. There are perimeter screen walls. There are some water quality improvements and landscape. This building would be constructed over the top of the existing storage area and then extend beyond that, past Joy Street onto some existing parcels and the result there would be the construction of a building of just over 600,000 square feet. The three buildings are all proposed for warehouse distribution use and building 3 and building 4; the expansion and construction of both those buildings would require the vacation of Joy Street. The project has been designed and conditioned to recognize easements and infrastructure that are located within Joy Street and those would all be moved and relocated into new easements that would accommodate the requirements of the water district and gas line and anything else that is currently within an easement. That has all been taken into consideration. For building 3, Joy Street also includes an extension of a sewer line to the northern property line and that would be relocated to the western portion of that site. So I've had a chance to take a look at the existing infrastructure and easements and take them; relocation and movement of those things into account. This project; because of the size and scale and scope of the project, the environmental for this required the preparation of an Environmental Impact Report and the environmental, following a review by Staff we were able to make that available to the public for review. We did receive comments on that and we worked with a consultant to prepare responses to that. Both the Final EIR and the Draft were made available to the Commission for your consideration for tonight and what we'd be asking of you is to review the project; both the design and the environmental document and make a recommendation to Council as to whether or not the project and the documents should be approved and certified. In the noticing efforts for this project, I did receive one phone call from the property owner to the north, Mr. Dhalla had concerns about how this new development and specifically building 3; the one located at Graham and Brodiaea might affect future storm runoff and he also had concerns about how and where he would be able to tie into sewer connections and he seemed satisfied following that conversation with the design of the project. The project as proposed would not result in any changes to storm runoff for his property. The water would continue to leave his site and be accepted onto this property and conveyed into the storm drain system in the same manner that is occurring now. The sewer would still be available to him by being relocated from Joy Street to the western property line. Before you there is a packet of comment letters that were submitted for this project. They included two letters from responsible agencies; one from AQMD, one from Cal Trans and then there was another letter provided by Johnson and Sedlack and Staff had a chance to

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review the letters from the responsible agencies along with the consultant, felt that those issues had been addressed and responded to. The other came in today and there hasn't really been time to see really what is in the content of the letter to address the concerns that are raised there. With us this evening I guess before I conclude, our Community Development Director wanted an opportunity to present some information to you and I wanted to let you know also that the Environmental Consultant, that team is here if you have questions about the environmental.

PLANNING OFFICIAL TERELL – Yeah and on the environmental, as with other large projects like this, the environmental document was prepared by one consulting firm and then the City also hired a second consulting firm to assist in the review of that, so we had two experts as well as Staff looking at the reports to make sure they were complete as possible.

ASSOCIATE PLANNER BRADSHAW – And if I could just add to that; I apologize before anybody speaks... as with other projects that we have presented to you, there were some categories within the environmental review that while mitigation is being proposed, could not be fully mitigated to less than significant and so some of the documentation that has been provided to you includes findings that would be made in support of recognizing... that instance would still be approving the project and certifying the EIR so that amongst the packet of information, the things that you have available to you this evening would be a resolution for the environmental that includes those findings as well as the mitigation program for this project; it would enumerate our list; the mitigation measures required for this project for construction and so that information is available to you as well.

CHAIR VAN NATTA – Can we have a little clarification on the exhibits up there as to which one applies to which Plot Plan? You keep referring to building 3 or this or that and I'm a little confused.

ASSOCIATE PLANNER BRADSHAW – I apologize. With the building numbers, I'm not sure that I still follow the connection myself. The planning numbers and how they correlate; PA12-0019 is for the development proposed for the seven acres on the corner of Cactus and Frederick and that would also correlate to the exhibit on the bottom left hand corner that shows a proposed truck storage area which is one alternative and the second would be the exhibit on the top of the far right for building 11. Both of those are proposed under Plot Plan application PA12-0019. The exhibit on top at the far left, is Plot Plan application PA12-0020 and that is referred to as building 4 and that is the additional 500,000 square feet proposed for the existing Harbor Freight location and the exhibit in the middle is Plot Plan application PA12-0021 or building 3 and that is located at the northeast corner of Graham and Brodiaea and that would be a brand new building as opposed to the addition.

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CHAIR VAN NATTA – And then the zone change applies to which?

ASSOCIATE PLANNER BRADSHAW – The zone change applies to what is referred to building 11 or Plot Plan PA12-0019 and that is the northeast corner of Frederick and Cactus. The balance of this site is all…

CHAIR VAN NATTA – Which one?

ASSOCIATE PLANNER BRADSHAW – Which of the exhibits…I apologize… It's the upper right hand corner and the lower left hand corner.

CHAIR VAN NATTA – Okay, so it's kind of a little bit of juxtaposition; some of them referring to more than one… okay?

ASSOCIATE PLANNER BRADSHAW – Yes there is the numbering scheme that the developer is using to keep track of the build out I believe of that Centerpoint area and then there is the numbering scheme the City uses when they assign a number to a Plot Plan or a case.

CHAIR VAN NATTA – And we'll just call them A, B, C and D so that we have another set…

ASSOCIATE PLANNER BRADSHAW – Sure, if we can introduce another way tracking them…

CHAIR VAN NATTA – Okay, thank you

VICE CHAIR SALAS – Jeff, zone changes for the truck parking; for the trailer parking…

ASSOCIATE PLANNER BRADSHAW – Change for the seven acres on the corner… and the zone change is required because under the Business Park Mixed Use zone you cannot build buildings over 50,000 square feet, nor can you store vehicles in this manner, so that use is only allowed in the Industrial or Light Industrial zones and so the proposed zone change would allow both of those uses to take place there and the zone really is complimentary to the surrounding area. The balance of everything on the east side of Frederick and south of Brodiaea is all Light Industrial zone.

VICE CHAIR SALAS – Thank you.

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – I just wanted share a few of my comments with the Planning Commission before you go ahead and hear from everybody else on this project. I'm Barry Foster, the Community and Economic Development Director for the City. Harbor Freight Tools really has been a great corporate partner for Moreno Valley. We just did

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our annual survey of major employers and Harbor Freight is number 16 on that list. Harbor Freight opened their first facility just a year ago. It is the 779,000 square foot distribution center at Centerpoint. They quickly outgrew that. This summer; late this summer they actually leased another building; another new building that was just constructed in the south of Moreno Valley in the industrial area and so they are working on improvements for that facility, which will be their second facility here in Moreno Valley and they need more and they are really looking to relocate their distribution facilities for everything for the Western United States that would serve everything west of the Mississippi to Moreno Valley. I think that's the goal that they are pursuing and I think the great thing is this will add more jobs to Moreno Valley and these are not relocations of jobs from someplace else. When they moved their first facility here, just a handful of people came from Ventura or the Oxnard area. These are all brand new jobs. These are people that live in the community and the mass majority of them live here in Moreno Valley. I think they are very... in my discussions with Harbor Freight, they are very pleased with the quality of employees they will be able to have at this facility and I think that speaks volumes of why they want to do more investment and have more facilities here in Moreno Valley and then Ridge Property Trust; I mean they are a top notch developer. They are a very qualified developer. They have done work all over the United States. They've done a great job here in Moreno Valley with the Centerpointe Business Park and we've already established businesses there like Minka Lighting, ResMed, Serta Mattress and Frazee Paint. There is a Regional Distribution Center for the US Postal Service and then now we have Harbor Freight, so it is a great lineup and they've all produced jobs, which we desperately need here in this community. The Development Plan is presented by Ridge and by Harbor Freight, clearly meets objectives that the City has established with our two year Economic Development Action Plan. The development of Centerpoint and the creation of jobs is what that Economic Development Action Plan is really all about. At the very beginning of the meeting, one of the speakers talked about Moreno Valley having not great design standards and development standards. That is absolutely wrong. Just a month and half ago I took a bus tour with a professional group of real estate brokers, developers and City officials that looked at Ontario, Fontana, Riverside, Perris, Moreno Valley, Redlands, San Bernardino. I think we looked at probably a hundred industrial properties that day. The buildings that are constructed here in Moreno Valley are every bit as good as in any other community that is represented in the Inland Empire. He also talked about the fact that we shouldn't; that some cities don't allow spec building development. That is not what is done in this industry. If you look at Moreno Valley and we have about 12 million square feet of industrial development currently built in this community, with the exception of Sketchers and Walgreen's every other building that has been built in this City has been a spec development building. Tenants and users for those buildings want to have a fully approved and entitled project before they enter into a lease. It is a little bit different here today and Harbor Freight was a spec building. They came along, they leased it, they put their improvements in and they are now looking to expand. Typically 90 percent of all

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the industrial development in this area is spec development. Users do not want to take the risk of going through a number of years; the potential for CEQA challenges and everything else, they look for approved and entitled projects and I think you've got a great corporate user that wants to bring more jobs to this community in Harbor Freight. You've got a quality developer that has already developed a nice Master Plan over there and they want to do more and I fully support the project. I think it will be a great project for the community and I'm happy to answer any questions.

CHAIR VAN NATTA – Okay do we have any questions of Staff?

VICE CHAIR SALAS – I'll start with one. Okay we are talking about full time jobs? We're not talking construction jobs here, right?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – Right, okay. When Harbor Freight gets up, I'll let them talk about how many people they are looking to add at this facility. I think they have some ideas on that, but there will be construction jobs obviously during the construction period, but what they have currently and what ranks them 16th in this community in terms of major employers are full time jobs.

VICE CHAIR SALAS – Okay I'm just talking about full time, permanent jobs. Okay, thank you.

COMMISSIONER CROTHERS - I have a question. Are all of these buildings going to be Harbor Freight?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – No, just what they are looking at right now is just the expansion and then the truck parking facility would be theirs too. The building in the middle; the 600,000 square foot building would be another future opportunity and some of that is already approved and entitled now. What they are looking to do is rather than have three small buildings; there is just no market for that is to have one large one and that potentially; I think our hope is that they continue to grow Harbor Freight and maybe have a need for that. It is right across the street, but they are not committed to that right now.

COMMISSIONER CROTHERS – And who gets to park in that big giant parking lot?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – Harbor Freight… they'll have trucks and truck trailers there that will be within the perimeter…

COMMISSIONER CROTHERS – And that is just for Harbor Freight; that's not for the other three buildings that are going to be right in the vicinity?

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COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – That is just for Harbor Freight

COMMISSIONER CROTHERS – Okay, thank you

COMMISSIONER GIBA – Okay, a couple of questions. On your proposal PA12-0019 you said either/or… which one is it and how are you making that decision? I'd like to know in advance. I'm not inclined to approve something that makes a decision later. I'd rather make it tonight if we are going to do that.

PLANNING OFFICIAL TERELL – Yeah, the applicant asked for the option for one or the other. I think the applicant will tell you what their preference is now based on what has happened since they submitted the project, but we've done this on other projects. It provides flexibility. What we do with the environmental is we assess the worst case and in this case it would be building a building, because building has additional activities in it unrelated, whereas this parking area would be related to the other building to the east, so we have provided developers options on other projects. We've assessed it so that we know the maximum impact and we provide and we mitigate and design for that, so if they choose to do the less impactful item they have that option. So it is just like if someone was building a shopping center and they have 20 buildings in a shopping center, they might build one or two and then they might change their mind and we have had situations in shopping centers where they want the option to do x or y and we provided that maximum flexibility for success in either the current economy or future economy. So today you are being asked to approve both of them and one will get built immediately and let's say they build the storage lot; they would have the opportunity to build the building later; they have a three year window. That is how long approvals are for and then at the end of that three year time frame, they could ask to extend that option because Harbor Freight or some other user may decide today they want the storage lot and in three years or four years they might want the building to expand, so we provide that opportunity and at every three years, we would re-assess that. They would have to apply for an extension of time and we would look at it and update the conditions, so it would always be consistent with the City Code, so that's what you are being asked to do and we have done that on several other projects to provide the maximum flexibility so that a project can succeed.

COMMISSIONER GIBA – Okay now north of Brodiaea is a parking lot already. Is that a Harbor Freight lot?

PLANNING OFFICIAL TERELL – It is

COMMISSIONER GIBA – Alright, so then what they want to do is they want to take that parking lot, put it in the left hand corner at Frederick and Cactus and

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then vacate that basically to build a building. Is that going to be on the north side also for Harbor Freight; your middle picture there?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – It is not part of the lease right now. It's a future development opportunity. Ridge is getting that entitled tonight and again there are approvals in place right now. What they are really doing is rather than having three small buildings, they are looking to put one large building there. That is not part of the Harbor Freight lease. What they have is the expansion of the one building and then moving the truck parking to the corner and that will be part of their lease, but what John said is if at some point in time and if in 15 years in time when the lease runs out and they don't extend the option and Harbor Freight is not there anymore, they could then potentially build a building there.

COMMISSIONER GIBA – Okay but in the meantime the parking lot isn't hiring anybody, right?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – It is part of their business plan and if you look at what…

COMMISSIONER GIBA – You have a choice of two buildings, right Barry? You have the building they want to build, which is the "either" and then you have the "or", which is the parking lot… am I correct what the choice is?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – The lease will have what Harbor Freight wants to have which is truck parking there.

COMMISSIONER GIBA – Okay, so that is what they want to do is a parking lot.

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – Right

COMMISSIONER GIBA – On the corner of Frederick and Cactus, okay, so the parking lot isn't going to hire the same amount of people as a building facility they were originally going to put there. Am I correct?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – I'll let them get up and talk about how many people they are going to hire when they do the expansion, but they have to move their truck parking.

COMMISSIONER GIBA – My concern is on one hand we talk about hiring people and putting people in place, but on the other hand we're talking about building a facility or something that could later on and might be hiring people, but not at this real point, so I just want the clarity if that is what they are really going to do is put the parking lot there, that is not a building; that is not office space and that is not people and that is what I want to make sure of…

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COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – I'll let them talk about how many people they want to have, how many will be there when they expand the building and what they'll be up to.

CHAIR VAN NATTA – How much distribution they could actually do if they didn't have any place to put their trucks.

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – And when I went on this tour, the facilities that have the ability to do truck parking next door are very valuable right now. In fact Harbor Freight has that in the building that they just leased in the south part of town and not every facility has that. That's a very valuable component which generates jobs in the building that they have. They may not have jobs right there but it has an overall positive impact and effect on their business plan.

COMMISSIONER GIBA – Yeah and these are questions that a lot of people ask about okay. What is this going to do so we are going to need clarification on that even for me, the value of that versus the other at that point in time and the building that they are doing on it, because this a very large project and they already have a parking lot that they have in the top side that they are using for their rigs and stuff on the north side of Brodiaea, right?

PLANNING OFFICIAL TERELL – Yeah but I think the idea is that would be moved to the corner, that would free up the site on the north side of Brodiaea for an additional building.

COMMISSIONER GIBA – For an additional building…

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – And that existing lot is an interim use. It was the ability to get them something close by to put their trailers. They want to move it to the corner and do a nicer plan and do the screen walls and everything else there and then vacate and not have the interim facility on the north side of Brodiaea and then hopefully we'll be able to do another 600,000 square foot building there in the future.

COMMISSIONER GIBA – In the future… okay. I'll probably have more later.

CHAIR VAN NATTA – Okay do we have any more questions for staff or can we move on to the…

VICE CHAIR SALAS – Does the property owner to the north didn't have any problem with vacating Joy Street; is that correct?

ASSOCIATE PLANNER BRADSHAW – No, he had three questions actually. He wanted to know how that might affect access to his property; which it would not, he would continue to be able to access their commercial zone properties and

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they would really take primary access from Alessandro, so the loss of the Joy Street connection really was not going to affect the development in that manner and once he understood that, I believe he felt comfortable with the answer. He didn't state any objections to the project. He seemed to understand that by approving this project, it was not going to negatively impact his project in terms of runoff. This project would continue to accept the same drainage that had always left his property and crossed onto this one, so that would remain the same before and after and then the other concern was the sewer connection and that exists now through I believe the efforts of the applicant. They built Joy Street and they put in the sewer and by vacating it, they'll now lift the sewer line and move that to the west and relocate it parallel to that western property line and would continue to go from Brodiaea north to what would be the northwest corner of that site and which would give that property owner the opportunity to work with the Water District to tie into the sewer line.

VICE CHAIR SALAS – No I understand, because when I drove out there, I see the purpose of Joy Street. It is just basically to facilitate Harbor Freight where they are now, so by losing the Street, if he doesn't have a problem with it; it is probably no problem there.

ASSOCIATE PLANNER BRADSHAW – He seemed okay with the answers that I provided.

VICE CHAIR SALAS – Okay

PLANNING OFFICIAL TERELL – Yeah relative to Joy Street, we also consulted with our Transportation Engineering to make sure there wasn't any impact on the City circulation system, so we did look at that as well.

VICE CHAIR SALAS – Yeah, I see Michael Lloyd shaking his head over there

ASSOCIATE PLANNER BRADSHAW – Yeah we're probably past this now, but just for reference, the Applicant did provide an exhibit that really shows the entirety of the Business Park and using their numbering schemes you can see the relationship of the three buildings that are proposed this evening where they fit into the street system and how they relate to one another.

VICE CHAIR SALAS – Thank you

CHAIR VAN NATTA – Okay, we're going to move on to Public Comment now and we are going to start with the Applicant.

APPLICANT RICE – Good evening Commissioners. My name is Dennis Rice. I'm with Ridge Property Trust. We are the developer for this project. Before I get started with my presentation, I'd like to take the opportunity to thank John and his Staff, especially Jeff, Land Development, Fire, Transportation and Barry for all

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their hard work. We've put this together in a fairly short order of time and I know they worked very hard. I've also got here with me pretty much our whole team involved in the EIR preparation; Traffic Engineer, Applied Planning who oversaw the overall preparation, our Architect. I've also got Mr. Trey Fieler with Harbor Freight and he'd like to get up in a couple of minutes and talk a little bit about Harbor Freight and I've our Civil Engineer Maurice Maurod who can address anything having to do with infrastructure and/or dry and wet utilities. A couple of things on some of the items that were talked about; Dr. Dolla who owns the property to the north of us; he actually owns the corner, the northeast corner of Brodiaea and Frederick. He also owns the corner at Alessandro and Frederick and then he owns the property running along Alessandro, almost all the way to Graham, kind of in the "L" shape there and I've talked to him over the last couple of days. I provided him with a utility plan prepared by our Engineer to get him comfortable that he is not getting anything taken away. We're still picking all his storm drain flows. We provided the sewer line up to his property line that he can tie into and there are also utilities in Brodiaea and there are also utilities in Frederick and there are utilities in Alessandro that he also can tie into those, so I think he was comfortable Jeff. I will send you a copy of that exhibit that I did send him so you've got that. If you don't mind I'd like to step up and kind of walk through the Site Plan. I've also got these aerials that might help you to visualize this just a little bit better; if you can share that, I only had two of them, but just to give you a little bit of history on this project… back in 2002 we bought 162 acres; a majority of which was purchased from Dr. Dolla and what we have currently built out here is about 1,853,000 square feet which is the 780,000 square foot building for Harbor Freight, 180,000 foot building to Frazee Paint, the 530,000 foot building to Minka Lighting, 130,000 foot building to ResMed and 231,000 foot building to the Post Office. When we originally bought this site Brodiaea did not exist, so that is a new street all the way from Frederick to Heacock. Gilbert Street did not exist. Rebecca Street did not exist and Joy Street did not exist and as part of the overall improvements that we did when we built the whole project it was our decision to build out all the infrastructure at one time because we thought it would add more value to the project as to doing it piecemeal, so we did that and part of that included widening out Cactus from Heacock all the way to Frederick; putting the landscape median you see there today which now with the project here on the corner, west of Frederick will be improved even further west of Frederick; the Cactus improvements and we spent about 29 million dollars in infrastructure improvements; off-site infrastructure improvements for the project back when we did the original five buildings. What we are proposing today and Commissioner Jeffrey I don't know if there is some confusion when we were talking about it but Harbor Freight is expanding the 780,000 foot building to an additional 500,000 foot building.

COMMISSIONER GIBA – No I get that, I get that

APPLICANT RICE – Okay, so they will be expanding. We'll be vacating Joy Street here. They'll expand this 780 by another 500,000 square feet and then

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we're taking the existing and I think you can see it there on the aerial there; the trailer parking lot north of Brodiaea that sits right here, which takes up about 8 acres of that 17 ½ acre site on what we call Lot 3 or Building 3, which is right here. Originally there was a building of 400,000 square feet planned. In order to do the deal we entered into a 10 year lease with Harbor Freight for this trailer parking lot. As part of this expansion it made sense to move it down to the corner and that way Harbor Freight is now all self contained on one lot; they don't have to cross Brodiaea to take a trailer over to the building, it is all contained on one lot and it also benefits us because now we can terminate this trailer parking lot and build a building and utilize the whole 17 ½ acres versus not utilizing any of it because it was just a trailer parking lot on half the lot. We originally had like I mentioned a 391,000 foot building planned here, 106,000 building on Lot 2 and an 80,000 foot building on Lot 1. We thought it would be better based on market conditions to combine those three lots and go with one larger building that is about 600,000 square feet. We are in lease documents with Harbor Freight to lease under a 20 year lease now, this building here and the trailer parking lot. This building here was originally leased under a 10 ½ year lease and what will happen is when this lease expires it will automatically roll into the same term as this one here, so Harbor Freight; we anticipate this building if it gets approved, being finished construction wise in 2014, so that lease would expire in 2034, plus they have another 20 years of options to extend the lease for another 20 or so, so it could be a total years of 40 years or more. One thing we've offered anybody that would like to tour the facility and I think you'll see when you go into the facility that they have a huge investment in material handling equipment and racking and I don't think you are going to see them go anywhere any time soon, so they are here for the long term. With that, I'll address any questions you might have. This building, number 3 here, is again we're just seeking entitlements there. At this time we don't plan on going spec on a 600,000 foot building. Our hope would be but Harbor Freight is not committing to it based on the way their currently expanding, that would be a viable choice for them down the road sometime, so with that I will take on any questions.

COMMISSIONER GIBA – Just let me do some clarification… all that I was quite aware of it. It is quite obvious. I spent two hours running around the lots in all honesty and seeing the size and scope and the inspection of it and going over the Environmental Impact Report that is involved in that, all the arterials that feed into that whole location and I had an inquiry as to the either/or situation, which was a concern. I wanted clarification on that because I didn't want any undue thing… well they said they would be putting more jobs out here and now I've got a parking lot, so I wanted clarification. I want to know exactly what you intended to do on that corner. I didn't want an either/or personally. If I am going to make a decision, I want to make a decision on what is supposed to go there and not what we might want to put there and leave later and have something happen with it. Your explanations are good and I appreciate them very much. A lot of building space there. Harbor Freight is wonderful. There is nothing that I'm saying against Harbor Freight in any way, shape or form. Please do not

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misunderstand that. I just want to make sure that the City gets its bang for its buck. A lot of buildings, a lot of facilities, a lot of impact on our arterial system and want to make sure of that and I've seen that other building that you had there for parking and the one side is an unfenced side and you should have it all fenced in where you had it, but out there in the middle, it was no big deal. You know you couldn't see it out there, but on the corner of Frederick you are going to be able to see a parking lot if anything is exposed and it is not going to be really lovely, not down from the City facilities either, so how soon did you have to expect to build each one of those? Are they going in any kind of stages? Did you intend to do them at one big shot? I think the Environmental Impact Report actually addressed something like that as to doing it in phases or doing it at one time, which is affects your Environmental Impact Report if I am correct from what I've been reading.

APPLICANT RICE – One thing I'll address to make sure we are really clear, is the intention of Harbor Freight and us and this is what we are documenting in the lease is that corner lot is going to be a trailer parking lot and that will be under the same 20 year lease term as the building itself and that trailer parking lot is very critical to their use. The second thing is that on that trailer parking lot it is going to be screened with concrete screen walls similar to what you see on their existing building along Cactus there and the same thing that you see on the trailer parking lot at Brodiaea. There is going to be no chain link fences, it is going to be screened on the north, the west and the south sides. The east side is what kind of ties it into the expansion building there, so you won't even see a trailer in the parking lot as if you were standing at Cactus or Brodiaea trying to looking at their truck courts. Those walls are 14 feet high, there are architectural design elements to it that will match what is already there, so you won't even see the top of the trailer and won't know it is there and it will heavily landscaped in front of the screen wall, so the chain link fence that you saw was really a temporary fix for Harbor Freight.

COMMISSIONER GIBA – I assumed so; yes

APPLICANT RICE – And we entered into a 10 year lease with them. Our intention was not to… we wanted to develop that and get full utilization of that site, so we as the landlord had the unilateral right to terminate that lease after three years, so if market conditions improve and we could go build a building, we could go and do that and that was kind of the intention of making the north, the east and the west sides the fence and then the south side was permanent because then a building was going to sit behind that.

COMMISSIONER GIBA – Um, so back to my other question on that is do you intend to do the buildings in phases or anything? I don't know if this is appropriate John, you can cover me on this one because we didn't say anything on the Environmental Impact Report whatsoever and yet in the Impact Report there were several circumstances of not being able to totally mitigate it. As a

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matter of fact compared to the VIP that we did, it seemed to be a lot more of those problems than we say with at least from what I am reading. There were quite a few of them that said hey no matter what we do, this isn't going to change because we can't control that overpass or we can't control this because that is not going to happen and we don't know how long down the road were are going to be able to repair that situation and it could take a long time before this happens and so there was some severe concerns on the Impact Report for your ramp changes at the I-215 southbound ramps on Cactus, your Ellsworth, Frederick and Graham and I could go right on down the list from page 256 and so on down the list, so it would seem to me to be wise to do this at a slower pace and not one time so that you could maybe over time be able to negotiate and mitigate some of those needs, instead of at one big shot and that's why I asked you that question.

PLANNING OFFICIAL TERELL – The Environmental Impact, obviously we look at what is normally called the worst case scenario and that is building it at once, so obviously if you build it in pieces, that by its nature reduces some of the impacts and provides more time for those regional improvements to be constructed.

COMMISSIONER GIBA – Thereby my question; to intend to do it in pieces or at one time, the worst case scenario.

APPLICANT RICE – The way we've set up the lease with Harbor Freight is they have to stay on Lot 3 until we finish the building and the new trailer parking lot on the corner of Cactus and Frederick, only then can we move them off of that lot and switch them over to the corner lot so they don't have any down time as far as not being able to park their trailers and they have 60 days after that lease starts. We anticipate finishing these buildings or finishing the Harbor Freight expansion building and the trailer parking lot in September of 2014 and then they have 60 days after that to be able to move their stuff over from the trailer parking on Lot 3 over to the corner. So probably the soonest for us that we could get going on a building; the 600,000 foot building north of Brodiaea would be in the first quarter of 2015 and that would be the best case scenario for us.

COMMISSIONER GIBA – So we are looking at 2 ½ years for something like that and I would ask John of course and Michael over there is that a practical time frame for them to mitigate some of these street and road and arterial road problems coming through Cactus, because that is really the only way we can get to that freeway. Yeah, Alessandro is there, but you've just got Cactus and the other side is Riverside and you know you are going to have to negotiate with Riverside and I know you've got the TUMF fees involved in all that, but still those are not guaranteed without negotiating and working with the other parties involved, so how long does this usually take us to accomplish this goal.

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PLANNING OFFICIAL TERELL – Well typically the restriction on regional improvements is getting enough money to do it and so 2 ½ years won't solve all those problems. The City is currently working on widening the south side of Cactus and certainly within that time frame that is very likely that that might happen, so there will be improvements over a 2 ½ to really more like a 4 year period because the second building wouldn't completed until later to resolve some of those issues, but regional problems; they are regional for a reason, they are very expensive and they take a lot of money to do and the timing is… in times like we are in now when growth is very low, takes a long time to gather the money to put a big regional project together. In good times, it takes less, so I don't want to mislead you and say that you know in 2 ½ years those issues will be resolved, but it does provide some time to do some improvements such as the south side of Cactus and it does allow the planning on the Cactus interchange to proceed further towards realization.

COMMISSIONER GIBA – Is there any way of working together and I'm not trying to stop your project in any way, shape or form, we want to move forward on it, but my concerns really are the concerns that are coming out and in what I've been reading and trying to digest. It is not just the streets and arterials, it is the ramp improvements, the air quality; all of those is a whole list of them that we are showing very high difficulty to accomplish. On large site such as this one, I am almost willing to say that we've almost exceeded our capacity in that location, so is there any way that we can work together and say look you can't move on to the next thing until we've accomplished this. You know what I'm saying… if it is going to take 5 or 6 years instead and Harbor Freight I apologize, but this is where my brain was going when I was thinking of it, that to help move us along on these mitigations, not just say 60 days and then you vacate and now we build this, but unless this arterial is repaired or unless we've engaged in environmental with the City of Riverside or this expansion project is taking place and we cannot move forward with the next… you know what I mean. Am I making myself clear?

APPLICANT RICE – I understand what you are saying; yes

PLANNING OFFICIAL TERELL – I think the answer is you could, but the project that is being built provides the resources to build the regional facilities and they provide not only direct funding, but they provide funding to leverage other funding, State and Federal funding to build those regional facilities. There are a lot of them… ones that are under construction now obviously at Nason, which has been… you know the road created an issue and now it is solving it because there is enough money to take care of that interchange. Moreno Beach is next in line. The Van Buren interchange is being improved based on all the development over in the Meridian Project on March Air Reserve Base, so all these are happening incrementally and I don't want to say chicken and egg, but it is very hard to time it exactly. One thing to the credit of Ridge Realty is for their specific area, they did put all of the infrastructure in at one time. That is very expensive and so they have already put in a big investment beyond what many

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other developers are able to do, so I'll tell you about something in another community so you can get some perspective. In Redlands there is the corner of Alabama and Redlands Boulevard. It has been at level of service F for at least 10 years and every single project in that part of town has had to override that restriction. Just now they are starting to get money in order to improve that and it is similar to San Bernardino who have a similar system to us where they do collect some regional fees and some city fees, so there is some time lag and the projects create impacts but they also help solve those impacts. The other improvement that will be completed certainly before any of those other projects are constructed is our favorite is the intersection of the I-215 and the 60. Again that will help. That is a huge regional facility similar to when they did the 91 and the 60, that was such a big impact, but that took a lot of money in order to do it and a lot of that money was from TUMF funding and other local funding that helped us leverage the Feds and the State, so again there is an opportunity to place restrictions on what must happen before development can occur, but often it is counterproductive because the projects themselves help remove the obstructions and without that it is very difficult to do. Does that make sense?

COMMISSIONER GIBA – Oh yeah it makes sense. My concern is the time lag on all of that and now we also the March facility that is being built too which I'm quite sure will exit into Cactus as well. Cactus is the only access point for all those along that entire corridor and that is what concerns me; not those beautiful facilities and your ability to bring us the jobs, but are we going to over impact ourselves in one area. This area is getting pretty tight and everybody wants to build in there and maybe it just cannot hold it as much as we would like it to, so that's what I'm trying to be concerned for, is that we might get ourselves into something that we can't get ourselves out of for a long time… Redlands mess… so that's my concern and if you can make me feel better about that that would be just be great.

APPLICANT RICE – Yeah I think I'd leave that up to Michael and we've also got our Traffic Engineer and he did the Study and he could probably talk to that also.

TRAFFIC CONSULTANT ENGINEER LLOYD – Well I don't want to convolute the conversation here but…

COMMISSIONER GIBA – Do it Mike; convolute me…

TRAFFIC CONSULTANT ENGINEER LLOYD – But one thing to keep in mind is that these cumulative impacts are just that; they are cumulative, which in essence that it is dependent upon all these other developments that were assumed in the Traffic Study. You have eluded to some of them; the March Life Care Facility; the Meridian Project and there are other projects as well that will occur that will put traffic onto Cactus, so this project as a standalone did not have the direct impacts to Cactus Avenue and that is threshold that we use to identify what the developer should be held to do versus what the developer should

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contribute to, so that is the grounds for the conditions that are in front of you tonight and just try to keep that in the back of your mind and that it is a timing issue that has already been stated, but it is not just a timing issue versus road improvements and the three buildings that he is proposing, it is the big picture timing issue of well does this project go before March Life Care; maybe; most likely just given the track record. Is it ahead of schedule like say some of the buildings over in the Meridian Project; probably, but again there is no guarantee, so it is a timing issue over which this applicant has no control over and because we are talking multi-jurisdictional, the City has no control over, so you are absolutely right, there has to be a process where we work together with our neighbors, which is under way, which John eluded to. We are trying to secure funding for that additional third eastbound lane. It is in our Capital Improvement Plan. It is partially funded at the moment and we are aggressively going after those funds so that… we know that it is needed and it is stated as such in the Capital Improvement Program that is essential and it needs to be done in the next couple of years, so the sense of urgency is there, so we are out chasing funds so that it can be done. You know 2 years may be too optimistic but it is certainly in the realm of possibility and it is all about securing those funds.

COMMISSIONER GIBA – Yeah, I'm kind of just putting a goat on you guys just a little bit and letting you know it is something that is a concern and I think if it isn't mitigated properly over the next few years and it becomes a big problem I think it is going to be an uncomfortable seat to sit in at that point, so I wanted to make it clear that this is a big concern, because I don't know that everybody has spoken to the EIR, even though it is out there and it is available, so I always look at it as my responsibility to bring that forward, otherwise I don't think I'm doing my job as a Commissioner. So air quality is in there just as much and you get air people screaming about the air quality with all the trucks and everything; the open parking lot with the trucks there. There is no way to… a lot of trucks parked in one little corner of the world, so you are going to see that coming up as well, so that was my concern is how soon can we resolve some of those cumulative issues before this facility is built out; a wonderful opportunity, but we want to make sure it is done correctly and the property timing, because my concern is not just jobs, my concern is quality of life in the City of Moreno Valley too you know and if people are trying to get to work to the freeway and now they can't get through because you know it is held up and it is uncomfortable and people are having difficulties, that is not good quality of life either; jobs maybe but not quality of life. That is my point. Sorry to drag this on but…

CHAIR VAN NATTA – Okay, thank you. Does anyone else have any questions of the Applicant?

APPLICANT RICE – Thank you

CHAIR VAN NATTA – Okay, thank you. We'll go on to our Speaker Slips here… George Hague

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SPEAKER HAGUE – George Hague, Moreno Valley… First of all I'd just like to commend all of you for allowing the public to speak. The last hearing was very nice and like I say commendable. I am representing the Sierra Club on this project. What you did with the VIP Warehouse, I disagree with several of the things related. You did a better job on that than probably most warehouses I've seen in this City. Hopefully you will require a similar Silver LEED Certification on this. I repeat again what I said on the previous project or previous time. Diesel exhaust is responsible for about 70 percent of the total cancer risk from air pollution… 70 percent and we are just bringing it into our City one project after another and then you say we are bringing jobs and those are the jobs that once again where people are going to be sucking in diesel exhaust all day long. It is not a quality job. You need to start thinking of other things and demanding more than that. There are several things within 1,000 feet of this. They say 1,000 feet; it should be beyond 1,000 feet when you are next to these things. There are homes within 1,000 feet, a hotel within a 1,000 feet or a motel, you have future uses, commercial on the north, business or offices on the west side. Those are future uses, but they are going to be within the 1,000 feet also, plus all the workers. You have Ray Johnson's letter and that covers most of the things. I just want to add the following. The Centerpoint west warehouse project will significantly impact State Route 60, especially when added to the projects which are in the planning pipeline that would result in more warehousing. The Sierra Club believes the Final EIR is inadequate until the necessary cumulative impacts to State Route 60 between Market Street and Riverside and the City of Beaumont are fully analyzed. The Traffic Engineer whom I talked to earlier, Michael Lloyd knows of the court decision on the villages of Lakeview. You probably know it because the World Logistics Center pulled back from releasing their documents as a result of that decision, which basically shut down the project partly on the basis that they had a very small radius around the project for their traffic impacts just like our City does.

CHAIR VAN NATTA – 30 seconds

SPEAKER HAGUE – This court ruling shot down as well as related impacts like air quality. The City of Moreno Valley likewise required a small radius for traffic. While this project is smaller than the villages of Lakeview, but the cumulative impacts along with the diesel trucks, it is very significant and therefore impacts from traffic need to be fully analyzed as mentioned above in dealing with State Route 60. This project doesn't deal with State Route 60. Almost none of them do that are off of the 215 and that is because of our City standards which need to be changed. I thank you very much.

CHAIR VAN NATTA – Thank you for your comments… Tom Thornsley

SPEAKER THORNSLEY – Good evening again. I applaud Jeffrey; Commissioner Giba for his insight about the mitigation that TUMF fees and stuff

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is going to do. There is going to come to a point when you as a Commissioner are going to simply say we can't build anything more because we don't have the resources to get you there, so those are the kind of things that you've got to be watching for instead of outside people to make them happen. I really can't take the constant zone changes that the City is doing. We keep doing away with a particular type of land use. This zone change in here is going to take away the opportunity for some small type businesses to come in. It would be the same as listening to public and saying we don't want apartments anymore so we're not do away with all the zoning for apartment uses. You have to a mix of these types of things to give your City a balance and the type of land that is being lost here again is what is being lost all over the City to the warehouses. With regards to buildings, I'm glad that Barry Foster did hear me. I never said that spec buildings weren't good, I said spec buildings didn't present the best foot forward that a building could have. I agree so many people want their street forward entitlement right away, but these buildings are straight flat boxes; very, very little three dimensional articulation on them. There is a little bit of some height variation on there; almost nothing extra in the sense of relief to the buildings; minimal amount accenting for the entrances on the 600,000 square foot building. At best you have some parking; a little piece of pavement for the sidewalk to the front doors. That just doesn't do it. You take a building that big and you should be looking at something like one percent of equivalent floor area to be in your entry area, so that would give that building a 6,000 square foot plaza area entry and then would start to create some significant entry points to buildings on there. You know landscape setback lost to where your bus turnout is. You really need to try to bring some of that back because you are down to about a 6 foot landscape buffer along about a 70 foot stretch there for a turnout. That huge parking lot right there I hope you guys look at that again and look at some diagonal parking. It is much easier for the semis to their moving in and out of that. I don't know how you are going to back big rigs in.

CHAIR VAN NATTA – 30 seconds

SPEAKER THORNSLEY – As I said earlier, I read through most of the stuff. You do have a lot of comments that were in your Final EIR; the one from the lawyer Mr. Johnson. There are a lot of things in there that he brought up that I really feel that probably weren't truly addressed by Staff and then sounds like some were written off by the developer saying that Staff didn't have a problem with them, they are not a problem and so I'd hope that at least in the future you all dig as deeply into it as Giba and that you understand that there is a lot of stuff that needs to be addressed. Thank you.

CHAIR VAN NATTA – Thank you for your comments. Thank you… Tom Gerald

SPEAKER GERALD – I'm Tom Gerald Sr. speaking on behalf of myself, 24535 Wild Cow Drive… Madam Chairman and Commissioner and members of staff and the public. The first observation I have is the openness of this process. I

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mean I'm amazed to the level that this applicant divulges lease terms and things like that. That's pretty incredible and whatnot. I know it is not a simple process and secondly I've had a chance to review the EIR and it is a very extensive document and not perfect and there are holes in it, but you know it is a bit of homework in there and the City had a second one to oversee the other. It was a good move. I was a member of the original General Plan Committee and maybe Commissioner Crothers and I can remember that because it goes back to the mid-80's and was formed through '85 through '87 and this project is what was always envisioned in this general area. This area is where we wanted to see industrial development, so it has a long history of being there. The alternate use would have been called multi-use small business; you know that's great and I would love to see it but there is obviously not a really driving market for it right now number one and number two if it did, you know you can a lot of welding shops and a lot of automotive and it brings in a whole different venue of problems too, so one I remember one of the things that was kicked around was clean industry, clean industry and the reality is probably this is some of the most clean industry we can bring in. Diesel trucks admittedly yeah they have their element and the comment about the 5 minute idling rule; I remember when it was brought up a long time and they put it on there. I don't think these buildings are posted for that but they should be and I think it would be a good way. I've worked around diesel trucks and I don't like being close to them but if a truck comes in and it shuts itself off and there is a reasonable time for them to unload it, so it's maybe not a big a pollutant as there be a factor to. I concur with Community Director Barry Foster about design standards of the City. Ridge is extremely competent, experienced, credible industrial developer and I've learned from personal experience that Mr. Rice has a deep concern and interest in our educational facilities and even through our reading essay contest winners on the last 4th of July, so there is a lot of interest beyond his profession.

CHAIR VAN NATTA – 30 seconds

SPEAKER GERALD – Okay the final thing is and my biggest concern is denial. I signal was sent to the business community to a good corporate partner like Harbor Freight. You know I remember a long time ago when Former Commissioner Bruce Springer came to us at the Chamber of Commerce and he was talking about how tough it is to bring quality jobs to the community. His quote was it is a dogfight out there. It hasn't changed. It is still really tough, so thank you for hearing my comments.

CHAIR VAN NATTA – Thank you. Would the Applicant like to come back and address any of the concerns that were brought up by the Public?

SPEAKER RICE – Dennis Rice with Ridge Property Trust. I understand what Mr. Hague and Mr. Thornsley are saying and you know I think we've spent a lot of time; Staff have spent a lot of time; the consultants have spent a lot of time; the Peer Review consultants have spent a lot of time to put together a thorough

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well documented EIR and we're going to go back through and look as some of the comments that were provided by Johnson and Sedlack just today, also by the South Coast Air Quality Management District and I believe the Sierra Club submitted something today, so we are going to revisit their comments. I'd also like Trey Fieler with Harbor Freight to come up and speak and he can give you a little bit of background on Harbor Freight and what their intentions are here and why they picked Moreno Valley.

CHAIR VAN NATTA – Thank you. Welcome

SPEAKER FIELER – Thank you. We are a proud citizen of Moreno Valley. I'm very happy to be here as Barry shared. We've really been doubling down as hopefully you've seen in Moreno Valley and it may be helpful if I give you a little bit of insight into how we use this facility as you think through, particularly the truck use there. Unlike a lot of retailers, we source all of our product direct. Home Depot I know has put a facility here and typically there are more of a cross dock facility where they have their manufacturers hold all their inventory. They bring it in just in time and distribute it to the stores. Most of our product is proprietary so we do actually bring it in and it will come in waves, so one of the necessities of a large truck park is if a tanker comes into Long Beach Harbor and the commentary was about the 60 Freeway and that is our primary access point, but really the majority of the business that is going through here today won't increase. It will certainly by our growth but today we have that long hold component, so we're a really big warehouse facility more so than a cross dock facility, so we have decided and certainly this would enable us to fulfill that need to really double down the east and west coast with a million square foot facility today in Dylan, South Carolina and if this project is able to go through, this will be our west coast as Barry mentioned as well facility. It will handle everything west of the Mississippi River as well. Because of that long hold need that we have, unlike a lot of retailers, it helps us to have it all under one roof. Today we do have the facility on Nandina as well, but frankly with this facility being larger, it will prevent some of the trucks, particularly the local trucks as we move product from one facility to the other, we'll actually be able to hold more of the high turn product in this facility versus having it over at Nandina and bringing back across to be able to do the distribution out of this facility. The Nandina facility today is just warehouse. Again it is for our longer term product that today doesn't turn as quickly. Specific to the jobs, we are a pretty high touch retailer. For those that may have been in our store, a lot of bulk items; a lot of odd shaped items, unlike a Sketchers where every box is the same size and they can automate a lot of their material handling equipment. We have to touch a lot of the product, so granted we do have crates that go out and you know larger packages that go out, but a lot of it is touched and we do have a high need for jobs over a long term. The question was raised about the number of jobs. We're not fully operational today and very accurate and very set about moving jobs here. We try to hire local. We definitely try to have that commitment to the community that we are in. We have about 350 jobs today and if this facility is able to continue, we probably

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have close to 600 jobs in Moreno Valley proper. We are in negotiations obviously still and yes there was disclosure about our contractual agreements, but this would enable us to be in the City for a long time to come. We are prepared to commit to the Building 3 at this point, but certainly if we continue on our trajectory, that is the logical expansion place for us as you can imagine. You know to the question about whether this building is built for us, frankly if it is across the street or it is 5 miles away, it really doesn't matter. We need it under one roof to really get the economies for us, because if we are putting it onto a flatbed or a semi to move it, it doesn't matter; it really doesn't; it's just a mileage charge. All the labor happens for us when we actually put in into the truck, so to be in Nandina is fine. Frankly to be in Riverside is fine. Today as you know we are in Oxnard as well and with this facility, we potentially would be consolidating all that operation into this facility as well. So again, we are very happy to be in Moreno Valley and a neat place to be, so you any questions you have I'd be happy to answer.

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – Trey, can you talk about and I think the reason for your growth spurt is you're actually; I think you are doubling the number of new stores. Do you want to talk about a little about that?

SPEAKER FIELER – Sure, so historically we've been a slow growth company. Without getting into all our growth targets and all that good stuff, we today have 414 stores. We plan to build about 50 stores this year and so somewhere around that 10 percent constant growth, so if we continue that trajectory obviously in short order we will double the number of stores; have a high quantity of inventory in each of our stores if any of you have been in there recognize, so we do obviously as we grow, we also have a need to have back up stock in the warehouses and certainly speaks to why we need such a big square footprint to be able to handle that as well. So we are controlled growth. We definitely are sensitive to ensuring that we have the right people and the right processes in place as we do it but we are committed to continuing to grow and very fortunate as well as a retailer to not have had negative comp sales as many people have had over the last couple of years as well, so hopefully between those two, the continued growth of our existing stores and the growth of new stores across the and the west is the focus area for us. Certainly this facility would continue to support that as well.

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – I do want to thank Trey because we twisted his arm a little bit but they opened the store on Sunnymead Boulevard, so it has done well to actually have a store in Moreno Valley too. That is something that we wanted to have for a long time and once we got the DC, we were able to convince him to put in a store.

SPEAKER FIELER – And Barry was very helpful with that as well.

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CHAIR VAN NATTA – Do you happen to know what the average wage is on your blue collar workers?

SPEAKER FIELER – I don't. We can find that information out though

CHAIR VAN NATTA – I was just curious

SPEAKER FIELER – I know we typically pay a little bit better than minimum wage for sure, but I couldn't speak to that exactly.

CHAIR VAN NATTA – Okay, any other questions of the… not really the Applicant, but the end user. Okay, thank you very much.

SPEAKER FIELER – Thank you. I appreciate the time.

CHAIR VAN NATTA – This closes the Public Comment section and does anyone have any comments to make in Commissioner Discussion here before we go to a motion.

COMMISSIONER CROTHERS – Again I'd to thank the public for coming out and speaking. Like I said earlier, it is rare that we have the public come out and speak, so it is nice when they do come out so that we can hear their opinion. To what Mr. Thornsley said earlier… you know I drive Cactus every morning and every day on my way home and you know not to put the buildings down, but there is not a day goes by when I drive by and I think to myself, gosh that is a nice looking building. You know I drive by and I think that is a very use appropriate looking building. It is definitely a warehouse; you know it's a warehouse when you drive by it. It is not something that is going to knock my socks off when I drive by it and I understand that it fits with the design of the rest of the buildings that are already there. You know in the future I think I would like to see something a little bit more; something a little bit less industrial looking; something maybe more interesting to look at when you are driving by it because these are huge buildings and they take up a lot of our area; our land space and you know it is something that people like me that are commuters that have to drive by and look at it every single day and you know I'm not saying they look horrible, I'm just saying that they look like warehouses and they look very industrial. You know maybe in the future we can get a little more creative with what we do with paint or with design or with whatever element we can add to it to make it not just look like you know a big area of our section that is taken up by you know a block wall or you know the pop up kind of buildings. That's all. Thank you.

VICE CHAIR SALAS – Okay, for us long time Moreno Valley residents and whatever we were, seeing Centerpoint there for all those years empty just sitting there with nothing in it and you are going like oh boy does that thing ever fill up and now you can see it is starting to actually have tenants having it fill up. I

MV00187314

mean I think it's a great thing for the City. I mean Barry has done a good job getting people there and I think it's a great thing. I'm all for it. I'd like to see the whole thing filled up myself.

COMMISSIONER BAKER – I'm in support of this project and I'm a big fan of Harbor Freight for whatever that is worth, but these guys want to commit their future to Moreno Valley and the Riverside County area and we need to get on board and we already are and I just feel like that if they need more space and we can make it happen… unfortunately every project you have you know projects some growth, you are going to have some pain with it. No pain; no gain is kind of the way it goes. I know a lot of people don't like to hear that and I've been here in Moreno Valley too; probably 28 or 30 and I'm with George, I'm glad to see something happening over there. I mean that was… I meant here for a while that was flat nothing going on, but now Ridge Developers got a hold of that and a few other people that know exactly what they are doing and I think we need to get behind this project, so let's go for it, okay, thank you.

CHAIR VAN NATTA – Well you just said your peace… Well the only comment I want to make is if you are not growing you are dying and I always understood that that side of town was where the industrial uses were going to come in and whether you are going to call it business park or whether you are calling it light industrial, to me that is all variations of the same usage and it works there and I think we should encourage it especially when we have the caliber of companies that are now seeing Moreno Valley as being a destination, not just for their warehouses but for their businesses; not just buildings but companies coming in and I don't see any reason not to encourage it. Okay does somebody want to make a motion here?

COMMISSIONER CROTHERS – I'll make a motion.

CHAIR VAN NATTA – Okay

COMMISSIONER CROTHERS – I motion to:

1. **APPROVE** Resolution No. 2012-29 and thereby **RECOMMEND** that the City Council **CERTIFY** that the Environmental Impact Report (EIR) for the RPT Centerpoint West Project has been completed in compliance with the California Environmental Quality Act.

2 **APPROVE** Resolution No. 2012-30 and thereby **RECOMMEND** that the City Council **APPROVE** Zone Change application PA12-0022, Plot Plan PA12-0019, Plot Plan PA12-0020 and Plot Plan PA12-0021, subject to the attached Zone Change Map and conditions of approval included as Exhibits A, B, C and D.

VICE CHAIR SALAS – I'll second that

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CHAIR VAN NATTA – We have a motion and a second. All in favor?

Opposed – 0

Motion carries 5 – 0, with two absent (Commissioner Owings and Commissioner Ramirez

CHAIR VAN NATTA – I would like to go to the Staff wrap up now.

PLANNING OFFICIAL TERELL – Yes, this recommendation shall be forwarded to the City Council for final review and action and we tentatively scheduled it for December 11th, so it will be going to City Council at that time.

VICE CHAIR SALAS – Thank you and good luck.

COMMISSIONER BAKER – You bet

PLANNING COMMISSIONER COMMENTS

CHAIR VAN NATTA – Are there any final comments from the Commissioners for the good of all.

PLANNING OFFICIAL TERELL – I don't know if wanted to convey Commissioner Owings message that he sent to us.

CHAIR VAN NATTA – You mean about missing us?

PLANNING OFFICIAL TERELL – Yes

CHAIR VAN NATTA – We will miss him also.

PLANNING OFFICIAL TERELL – And once you have your Commissioner Comments I did have a couple of comments to follow on that.

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CHAIR VAN NATTA – Okay, fine, comments.

COMMISSIONER GIBA – Yeah we will miss Commissioner Tom as Ray would call us, very, very much. He has been like a father figure on this. Ray is way too young for that… but I sent out a little email out to you about overlays and I want to speak to that very simply and you guys can think about it over the time frame but I was really thinking about the overlay project and I really believe it would be very important for us to learn more about it; the public to learn more about it. I think if would be of value; a workshop; study session and so I'd like us to think about that and maybe perhaps at the next Commission meeting maybe even consider voting on it or whatever they would like to do or feedback to you. I wouldn't know what that process would was otherwise than to do that, so that would be my position. I personally and that's why I say me as a Commissioner, I personally would like to learn more about the value of an overlay project. It sounded like it is something that we could really use on a regular basis; large; small, but I don't know much about it and so I want to learn about it and so if we could have a study session then I think that is something that would be of value to all of us.

PLANNING OFFICIAL TERELL – I think that obviously there have been some discussions at the Council level regarding that and I would anticipate there will be more so they will also provide some direction and since it was raised before it is kind of on the list and was waiting for a meeting where you had some extra time, this meeting and your next meeting you won't, but so that is kind of and really kind of waiting on seeing if now the new Council, because the old Council had kind of pushed that decision into early next year, that the new Council will have some direction and it will help us see if they are interested in doing that at that level and that will also will help in our discussion when that happens. So you don't need to vote on it. Certainly you can express your interest but I think the Commissioners when it came up originally at the Joint Study Session, I think that was when it was; had expressed some interest in that so we'll keep that. It is on the list. I just wanted to say it was on the list. I wanted to give you an opportunity to present it here publicly, so we good do that.

COMMISSIONER GIBA – Thank you wholeheartedly and I appreciate the opportunity to cut my comments short.

CHAIR VAN NATTA – Thank you.

COMMISSIONER CROTHERS – I just wanted to formally congratulate Tom Owings in winning his election race and not only winning his district but winning every precinct in his district. I think he'll do great things for this City and I'm excited to see what kind of changes he brings and what new opportunities he has and new ideas. It is always good to have you know kind of a regime change and figure out what new and exciting stuff we can do for our City. Not everybody

MV00187317

thinks the same. Everybody has different ideas and I think that he will be definitely be a good addition to our City Council and I just wanted to thank him and congratulate him.

CHAIR VAN NATTA – Commissioner Salas do you have anything to say?

VICE CHAIR SALAS – No

CHAIR VAN NATTA – Commissioner Baker do you?

COMMISSIONER BAKER – I have nothing.

CHAIR VAN NATTA – Well I just want to say yes, you just said it. We'll miss Tom on the Planning Commission and look forward to what he going to be doing on the City Council and taking what he experienced here from the Planning Commission to the City Council and maybe putting a little more input put there that will make what we have been doing heard a little better. So Mr. Terell you said you had some additional comments too.

STAFF COMMENTS

PLANNING OFFICIAL TERELL – I just wanted to give you a preview of your next meeting. Your next meeting is on December 13th. There are two items scheduled for that day. The first one is the March Business Center which is down at Heacock and Iris. That is an industrial warehouse project that has several buildings… actually one of the buildings is 16,000 square feet, so it is a range of buildings and that will be coming forward to you and because of the scale of the project it does have an Environmental Impact Report. I believe you should be receiving it or you already have received that so that you have it between holiday shopping you have something to take up the rest of your time.

VICE CHAIR SALAS – We got it today

PLANNING OFFICIAL TERELL – Okay good and so that project will be in there and another project will be the Kaiser Hospital. They have an application that will be coming forward to expand the emergency room at the Hospital and as part of that they are also looking at modification of one of their conditions related to the medical office building that is nearing completion and should be open early next year, so that is the other item that is on your Agenda for December 13th.

CHAIR VAN NATTA – Okay, thank you.

MV00187318

ADJOURNMENT

CHAIR VAN NATTA – Okay, with no further business we are adjourned.

_____ _____

John C. Terell Date
Planning Official
Approved

_____ _____

Meli Van Natta Date
Chair

MV00187319

STATE OF CALIFORNIA—BUSINESS, TRANSPORTATION AND HOUSING AGENCY EDMUND G. BROWN Jr. Governor

DEPARTMENT OF TRANSPORTATION
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Planning Division

Flex your power!
Be energy efficient!

November 19, 2012

Jeff Bradshaw
Community & Economic Development
Planning Division
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

RPT Centerpointe West: SCH# 2012081034 (I-215 PM R35.70)

Mr. Bradshaw,

We have received your request for review of the above mentioned proposal PA12-0019 is a 164,720 sf warehouse building on 7.6 acres at the northeast corner of Cactus Ave. and Fredrick St. PA12-0020 proposes adding 507,720 sf to an existing 779,016 sf warehouse building for a total of 1,286,736 sf on a 18.6 acre site located at the northwest corner of Cactus Ave. and Graham St. PA12-0021 proposes a new 607,920 sf warehouse facility on 30 acre located at the northwest corner of Graham St. and Brodiaea Ave. PA12-022 proposes a Zone Change from BPX to LI for the 7.6 acres located at the northeast corner of Cactus Ave. and Frederick St. in the City of Moreno Valley.

As the owner and operator of the State Highway System (SHS), it is our responsibility to coordinate and consult with local jurisdictions when proposed development may impact our facilities. As the responsible agency under the California Environmental Quality Act (CEQA), it is also our responsibility to make recommendations to offset associated impacts with the proposed project. Although the project is under the jurisdiction of the City of Moreno Valley due to the Project's potential impact to State facilities it is also subject to the policies and regulations that govern the SHS.

We recommend the following to be provided:

Traffic Study

- Per Table 1.8-1 (Summary of Significant and Unavoidable Impacts), the proposed project will have cumulatively considerable, significant and unavoidable traffic impacts to the I-215 southbound and northbound ramps at Cactus Avenue.

- Per Table 1.10-1 (Summary of Environmental Impacts and Mitigation Measure), a second westbound through lane at the I-215 southbound ramp and Cactus Avenue

intersection is needed to mitigate Opening Year Cumulative traffic impacts. The project will pay the required TUMF share. The City of Moreno Valley must ensure that this mitigation measure is implemented before cumulative traffic impacts generated by this and other projects open.

- At the I-215 nothbound ramp and Cactus Avenue intersection, the identified the following improvements per Table 1.10-1. The project will pay the required TUMF share. The City of Moreno Valley must ensure that these mitigation measures are implemented before cumulative traffic impacts generated by this and other projects open
    - Construct a second northbound left-turn lane
    - Re-stripe the existing eastbound shared through/right-turn lane as the third through lane.
    - Construct a dedicated eastbound right-turn lane.
    - Construct a third westbound through lane.
    - Construct a dedicated westbound right-turn lane.

- Appropriate encroachment permit must be obtained from Caltrans for our review and approval when these mitigation measures are constructed.

We appreciate the opportunity to offer comments concerning this project. If you have any questions regarding this letter, please contact Talvin Dennis at (909) 383-6908 or myself at (909) 383-4557 for assistance.

Sincerely,

DANIEL KOPULSKY
Office Chief
Community Planning/IGR-CEQA

South Coast
Air Quality Management District
21865 Copley Drive, Diamond Bar, CA 91765-4182
(909) 396-2000 • www.aqmd.gov

E-MAILED: NOVEMBER 28, 2012 November 28, 2012

Mr. John Terrel, Planning Director, johnt@moval.org
Community & Economic Development Department
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

Response to Comments for the Final Environmental Impact Report (Final EIR) for the Proposed RPT Centerpointe West Prologis Eucalyptus Industrial Park Project (SCH #2012081034)

On November 5, 2012, the AQMD staff commented on the Draft EIR for the proposed RPT Centerpointe West Prologis Eucalyptus Industrial Park Project. This letter addresses the lead agency's responses to our comments, which AQMD staff received on November 20, 2012.

Based on the lead agency's responses, the AQMD staff appreciates the lead agency's inclusion of operational mitigation measures in its building design that encourage bicycle and pedestrian usage to the site; includes the use of solar panel to reduce on-site energy consumption; and design and operational criteria under the Leadership in Energy and Environmental Design (LEED) designed to reduce energy consumption that would benefit the region by also reducing the associated operational emissions.

The AQMD staff is concerned, however, that all feasible mitigation recommended to reduce the estimated significant regional mobile source emissions from trucks operating at the site were not included in the Final CEQA document thus missing the opportunity to reduce the project's truck tail-pipe emissions. The lead agency stated that many of the lead agency's proposed measures are already incorporated in the City Municipal Code Section 9.05.050 based on the Western Association of Governments (WRCOG) Good Neighbor Guidelines (Guidelines). Upon review of that portion of the code, measures directed to implementing a clean fuel goal from the Guidelines were not included in the Final EIR. Specifically, Goal Number 5 establishes a diesel minimization plan for on- and off-site diesel mobile sources to be implemented with new projects. Some of the benefits of this WRCOG goal include: 1) establishing a long-term goal for the facility to eliminate diesel emissions at the facility, and 2) reduce associated facility on- and off-road diesel emissions. Finally, the AQMD proposed measures are also consistent with the WRCOG Good Neighbor Guidelines Goal Number 5 recommendations: 1) Require all warehouse/distribution centers to operate the cleanest vehicles possible; 2) Provide incentives for warehouse/distribution centers and corporations which partner with trucking companies that operate the cleanest vehicles available; and 3) Encourage the

installation of clean fuel fueling stations at facilities. The AQMD staff encourages the lead agency to reconsider implementation of known strategies now at the design stage in order to reduce the estimated long-term significant impacts to the region from trucks operating at the proposed site.

The AQMD staff further disagrees with the characterization that neither the lead agency nor the project applicant can require as part of the lease or as a condition of owner occupancy that heavy duty trucks meet engine emission standards, implement a phase-in schedule or other measures recommended in the AQMD letter. Although CARB regulates engine and fuel specifications, the recommended goals including Goal Number 5 in the WRCOG Guidelines are under the powers of the local jurisdiction through its lease and land use authority, which can mitigate the project truck impacts. Further, the recommended mitigation measures would not require development of new emission standards. Rather, it would require the lead agency to use its existing authority to mandate the kind of activity happening onsite.[1] If the proposed 2010 truck requirement is infeasible, then the lead agency and project applicant should evaluate a less stringent phase-in schedule for clean trucks to reduce significant air quality impacts.

The AQMD staff further disagrees that project mobile source emission impact are overestimated or double-counted for warehouse centers like the proposed project. Based on the lead agency's analysis based on a trip rate from warehouse truck studies, 996 daily truck trips are estimated to operate at the site based on the increased warehouse capacity. This is new activity to the project site and surrounding area. Since there isn't a fixed pool of heavy-duty trucks operating in the region that simply change their routes ending up at different locations., the increased capacity is based on increased demand from where the goods are manufactured, delivered to and/or transferred throughout the basin for delivery to local and/or out of basin markets. This increased goods-movement activity creates new heavy-duty truck trips and associated emissions from the increased trips and miles traveled created by the goods movement from these additional truck activities.

Pursuant to Public Resources Code Section 21092.5, please provide the AQMD with written responses to all comments contained herein prior to the adoption of the Final Environmental Impact Report. The AQMD staff is available to work with the Lead Agency to address these issues and any other air quality questions that may arise. Please contact Gordon Mize, Air Quality Specialist – CEQA Section, at (909) 396-3302, if you have any questions regarding these comments.

[1] Note that many other lead agencies in the region have included clean fleet requirements for some projects that go beyond existing regulations, including the Ports, Riverside County, the City of Banning, etc.

Sincerely,

Ian MacMillan
Program Supervisor, Inter-Governmental Review
Planning, Rule Development & Area Sources

IM:GM
Attachment

SBC121120-07
Control Number

Copy: Mr. Jeff Bradshaw, Associate Planner, JeffreyB@moval.org

Planning Commission Public Hearing

Item 2 - PA12-0019, PA12-0020, PA12-0021 and PA12-0022 Date Nov 29, 2012

Dear Commissioners,

The Centerpointe west warehouse project will significantly impact SR 60 - especially when added to those projects which are in the planning pipeline that would result in more warehousing. The Sierra Club believes the FEIR is inadequate until the necessary cumulative impacts to SR 60 between Market street in Riverside to the City of Beaumont are fully analyzed.

Traffic engineer Michael Lloyd knows of the Court decision on the Villages of Lakeview (VOL). The County used a very small radius for traffic impacts related to the VOL project. The Courts ruling shot this down as well as related impacts like air quality/GHG. The City of Moreno Valley likewise required a small radius for traffic analysis and related impacts like air quality/GHG while this project is smaller than VOL, but cumulative and with diesel trucks it is very significant and therefore impacts from traffic needs to be fully analyzed as mentioned above about SR60

Thank you, George Hague Moreno Valley Group Sierra Club

MV00187325

Johnson & Sedlack
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November 29, 2012

Moreno Valley Planning Commission
14177 Frederick Street
Moreno Valley, CA 92553
Facsimile: (951) 413-3210

VIA FACSIMILE AND EMAIL

RE: RPT Centerpointe West Project Final Environmental Impact Report (P12-057)

Greetings Planning Commissioners:

On behalf of the Sierra Club, Moreno Valley Group, and Residents for a Livable Moreno Valley, our firm hereby submits these comments after reviewing the Final Environmental Impact Report ("FEIR") on the RPT Centerpointe West Project. Johnson & Sedlack hereby incorporates all comments previously submitted.

We respectfully ask that you disapprove this project. As discussed in the comment letter dated November 5, 2012, and further explained herein, the EIR fails to comply with the requirements of the California Environmental Quality Act ("CEQA").

CEQA was adopted as a disclosure and transparency document. The theory is that by providing a document that adequately describes the environmental consequences of a project to decision-makers and the public, the decision-makers will make a rational decision based upon the true environmental consequences of the project and if they do not, the electorate can hold them accountable for their decisions. The core of this statutory structure is the adequacy of the document as an informational document.

Unfortunately, the EIR fails as an informational document. First, the EIR misleads the public and decision-makers as to the extent and severity of project impacts. Second, the EIR does not contain sufficient information to support its findings.

For example, Response to Comment JS-7 fails to address why impacts to Biological Resources, Cultural Resources, Geology and Soils, and Hydrology and Water Quality were not evaluated in the DEIR. Typical of the Responses to Comments, the response attempts to avoid the comment by referring to the commenter's statements as "opinions," even though the comment clearly refers to statutes.

In addition, the EIR is almost constantly conclusory, and does not provide the analysis or examination required by CEQA to inform the public and decision-makers of the analytical pathway taken from facts to conclusions.

Moreover, CEQA requires that *where feasible mitigation exists which can substantially lessen the environmental impacts of a project, all feasible mitigation must be adopted.* In this way, CEQA goes beyond its informational role to require that projects substantively lessen their negative effects on the environment. It is critical to proper drafting of an EIR that all feasible mitigation measures be required of a project. For this project, the EIR concludes that *unavoidable* adverse impacts will result to/from the following: air quality, noise, and traffic/ transportation. Feasible mitigation measures exist which would reduce these impacts, and which have not been required of this project. This is contrary to the requirements of CEQA, and the additional feasible mitigation must be required of this project.

Findings of Fact and Statement of Overriding Considerations

Traffic/Transportation

Impacts to traffic were found to be significant and unavoidable. The traffic mitigation measures are stated to be infeasible to the extent that the implementation thereof is beyond the control of the applicant or within the jurisdiction of another agency. The lead agency under CEQA has an obligation to adopt feasible, certain, and enforceable mitigation. The lead agency cannot avoid its obligation to adopt certain and enforceable mitigation by declaring impacts to be significant and unavoidable.

There is no indication in the record as to when the traffic improvements will be implemented. Fee-based mitigation is inadequate where the improvements are tied to funds which are uncertain to occur. There is no timeline for the improvements or any showing that improvements will be made within a reasonable time-frame. In addition, there is no indication as to how much funding has already been collected, if any. The TUMF and DIF programs do not appear to be disclosed in the record. The fact that traffic impacts have been determined to be "significant" does not insulate the City from adopting certain and enforceable mitigation.

Furthermore, while "Opening Year" conditions were determined to be significant, it is probable that any future conditions will also be significant where there is no reasonable time-frame for the implementation of the necessary traffic improvement measures. To leave citizens to endure years of significant traffic impacts, without any assurance in the record as to when improvements will be made, is not an acceptable result under CEQA, regardless of whether the impacts are determined to be "significant and unavoidable."

Air Quality

As to air quality, both operational and cumulative, the City has not adopted all feasible mitigation to lessen significant impacts. Thus, the finding that these impacts are significant

and unavoidable is improper under CEQA. (Pub. Res. C. § 21081 (a), (b); Guidelines § 15091 (a)(3).)

Noise

Again, the City has not adopted all feasible mitigation to lessen significant impacts and, therefore, a finding that significant short-term construction noise impacts are unavoidable is improper.

Statement of Overriding Considerations

As previously noted, the EIR still fails to evaluate a reasonable range of project alternatives, among other things, because the reduced density alternative appears to have the same significant impacts as the proposed project and it does not meet basic project objectives as required. (Guidelines § 15126.6 (a).) The "no project/existing alternative" is shown to make significant project impacts much *worse*. Together, this analysis does not constitute a reasonable range of project alternatives. Further, the purportedly environmentally superior reduced scale alternative has not been shown to be infeasible based on substantial evidence. (Guidelines § 15091 (a)(3), (b).) Without such adequate findings regarding project alternatives and/or mitigation measures, the Statement of Overriding Considerations cannot be adopted. (Pub. Res. C. § 21081 (a), (b).)

The Statement of Overriding Considerations ("SOC") is not supported by the required substantial evidence. (Pub. Res. C. §§ 21081 (b), 21081.5) The SOC is also not based on overriding policy benefits of the project but rather improperly represents requirements of the project. First, the project is *required* to be consistent with the City's General Plan; this cannot be said to be an overriding policy benefit of the project. Second, the fact that the project transitions the site into a "productive light industrial use" is merely a description of the project, not an overriding benefit. Third, the fact that the project is located near freeways and a major street "for the convenience of operations" is a help to the *applicant* but not to the citizens where traffic impacts to roadways and freeway ramps are shown to be significant and unmitigable. Fourth, the purported fact that the project creates employment "opportunities" for the City and surrounding communities is not supported by data, for example, the number and type of jobs created, and whether these are in fact local jobs. Indeed, whether the project will in fact create employment is highly uncertain (see Attachments A and B). Finally, the fact that the project provides "adequate" infrastructure, etc., is simply a necessity of the project, not overriding benefits to the community at large.

<u>Cumulative Impacts</u>

The EIR fails as an informational document by failing to consider the World Logistics Project and the Prologis Eucalyptus Project, among others.

Response to Comment JS-9 is unreasoned and conclusory. The response does not explain why the World Logistics Project and the Prologis Eucalyptus Project were not included in the

cumulative analysis. The response merely states that those projects are accounted for in the ambient growth rate, without any supporting evidence.

Comment SC-5 notes that, in addition to the World Logistics Project and the Prologis Eucalyptus Project, the West Ridge Commerce Center and the VIP warehouse projects are also not included in the Cumulative Project List. The EIR is therefore inadequate. The Response to Comment SC-5 states that these projects are accounted for in the ambient growth rate, but does not provide any supporting evidence.

Aesthetics

The finding of less than significant impact remains unsupported in the FEIR. As noted in our prior comments, the EIR fails to provide sufficient information to make *any* finding with respect to aesthetics impacts. The EIR lacks information regarding parking, landscaping, building design, buffering, signs, lighting, etc.

The Responses to Comments unreasonably suggest that requiring the project to conform to city standards necessarily means the project will have a less than significant impact. Any project, in any city, would have to conform to the city's standards. Without any accompanying information, this statement of conformance to city standards is meaningless.

Response to Comment JS-6 is completely unresponsive. The response merely repeats the conclusory statement contained in the DEIR, the precise concern of the commenter. The response directs the commenter to Responses JS-1 through JS-3, neither of which respond to the comment.

Response to Comment JS-14 does not provide any insight into the project's impact on aesthetics. The response regurgitates the same vague information contained in the DEIR and relies on the same conclusory statements which the commenter expressed concern about.

Air Quality, Greenhouse Gases

The EIR fails as an informational document by misleading the public and decision-makers with respect to the project's impact on air quality. This issue was discussed in numerous comments, but remains unaddressed. To illustrate, Response to Comment JS-3 fails to address the commenter's concern regarding the misleading nature of referring to three years of construction as a single phase. In fact, the response exacerbates the commenter's concern by stating that "[t]he single phase of construction is comprised of multiple elements or stages." In addition, rather than responding to the commenter's concern regarding the relatively long-term nature of noise and traffic impacts, the response unreasonably states that because there is an expected cessation date, these impacts are temporary. The addition of a cessation date does not make impacts "temporary," as a cessation date could be set for 50 years from the start of a project.

The EIR also fails by not incorporating all feasible mitigation and/or failing to find such measures to be infeasible. Some examples of these instances, though not all by far, are listed below.

The FEIR concludes that in spite of the fact that the project's VOC and NOx operational emissions exceed SCAQMD thresholds, no mitigation is required. Responses to Comments state that there are no feasible means to reduce these emissions. This "finding" of infeasibility is not supported by any evidence, and is suspicious in light of the many seemingly feasible mitigation measures recommended by commenters. The Responses to Comments, rather than actually addressing *why* the mitigation measures were found infeasible, blanketly rejects, without any supporting evidence, or ignores them all together.

Response to Comment AQMD-2 fails to respond to the comment made with regard to consideration of the mitigation measures proposed in AQMD's attachment. The response merely discusses two additional mitigation measures, and ignores all other proposed measures. In addition, the response states that emissions thresholds for VOCs and NOx would persist without any supporting evidence.

Response to Comment AQMD-4 is a good example of several comments lumped together in which the bulk of the comments are ignored. The response fails to address *any* specific mitigation measure proposed in the comment. Moreover, the response unreasonably suggests that because most vehicle emissions associated with the project are outside the applicant's control, mitigation measures which would reduce emissions from vehicles within the applicant's control are not important.

Response to Comment JS-5 is unresponsive in that it does not explain how the DEIR accounts for impacts to nearby sensitive receptors. The response merely states that the March Lifecare Campus is "noted" in the DEIR and claims that the DEIR "presents and considers maximum impact scenarios regarding truck impacts at sensitive receptors," without any supporting evidence. Furthermore, the response completely ignores the commenter's concern regarding DEIR traffic assumptions. Instead of addressing the comment, the response refers to the fact that trucks using alternate routes will impact noise and traffic along those routes as an "opinion."

Response to Comment JS-30 does not respond to the comment made regarding the EIR's flawed assumption that truck traffic will only use a route to/from I-215. Johnson & Sedlack reiterate its concern that impacts to sensitive receptors have been improperly and inadequately evaluated.

Response to Comment SC-6 does not respond to the questions posed regarding ensuring the protection of sensitive receptors and on-site workers. Stating that an assessment of health risks to on-site workers is not required does not respond to the question asked. Moreover, noting that exposure is projected to be below the threshold does not respond to *how* the project will protect sensitive receptors from harmful pollutants.

Response to Comment SC-13 is completely unresponsive.

Response to Comment SC-16 only addresses LEED certification, but does not address the numerous proposed mitigation measures which would decrease greenhouse gas emissions.

Response to Comment WMD-4 does not respond to the comment made regarding implementation of an in-house recycling program.

Mitigation Measure 4.3.2, Mitigation Measure 4.3.5, and Mitigation Measure 4.4.6 only require that a signs be posed but do not require compliance with the measures delineated on the signs. These mitigation measures are therefore insufficient.

Biological Resources

The EIR fails in its informational role to sufficiently describe the project's impact on biological resources. The FEIR does not clarify the extent or likelihood of this impact.

Geology and Soils

The FEIR fails to address the major concern regarding impacts to geology and soils: no geotechnical report has been prepared for the project. The project is located on expansive soil, giving rise to potentially significant impacts.

Response to Comment JS-8 is unresponsive and conclusory. The response does not address why, or under what legal authority, the DEIR is deferring preparation of a geotechnical study for the project. Instead, the response cites to geotechnical studies prepared for *other* projects, does not discuss the findings of those studies, and concludes that impacts are less than significant.

Response to Comment JS-44 completely fails to respond to the comment regarding where the soils will be obtained from and/or removed to.

Response to Comment JS-45 does not address how potential mitigation measures for a non-existent geotechnical study can be certain.

Land Use/Planning

As discussed in Comment JS-53, this project does not discourage access through residential areas, and is thereby inconsistent with Policy 2.5.4 of the General Plan. Mere placement near I-215 does not itself discourage access, as I-215 can become extremely congested.

Noise

Response to Comment JS-60 is unresponsive as to why a permanent increase in ambient noise levels is not considered a significant impact.

Traffic/Transportation

Response to Comment WMD-2 fails to respond to the majority of issues raised in the comment. The response does not address the failure of the DEIR/TIA to account for the two driveways across from Building 2 along Frederick Street. Perhaps more egregiously, the response does not discuss any traffic safety or congestion issues associated with these driveways. The response

merely dismisses the commenter's concerns by stating that the two driveways generate "nominal traffic volumes."

Response to Comment WMD-3 is unresponsive in that it summarily rejects consideration of alternate mitigation measures to reduce significant traffic impacts. The response states that impacts are beyond the applicant's control and fails to consider coordinating with the city or others in order to mitigate impacts.

Implementation of Mitigation Measure 4.2.2 is uncertain to occur. The improvement depends on the collection of funds through the TUMF Program, there is no timeline provided for the improvement, and there is no detail as to how much funding has already been collected, if any.

Mitigation Measure 4.2.3 is also uncertain to occur. The improvement depends on the collection of funds through the TUMF Program, there is no timeline provided for the improvement, and there is no detail as to how much funding has already been collected, if any.

Mitigation Measures 4.2.4, 4.2.5, and 4.2.6 are similarly uncertain to occur. The measures themselves do not even provide a certain source for funds, as funds will be collected from the "TUMF and/or DIF program(s)."

Alternatives

This project fails to make adequate findings *based on substantial evidence* that the environmentally superior alternative is infeasible. In fact, the environmentally superior alternative satisfies most, if not all, the project objectives and significantly reduces project impacts, particularly with regards to air quality in an area known to have some of the worst air quality in the nation. At the least, the environmentally superior alternative must be implemented in lieu of the project.

Desired Actions

For the above reasons and those previously submitted, we respectfully ask that you deny the project and deny certification of the FEIR.

Thank you for your consideration of the above comments.

Sincerely,

Raymond W. Johnson
JOHNSON & SEDLACK

ATTACHMENT A

MORENO VALLEY: Skechers' warehouse has caused net job loss

Now that Skechers has moved into its giant Moreno Valley hub, it's actually employing fewer Inland-area workers than before

/CONTRIBUTED IMAGE

1 of 2

BY JACK KATZANEK | STAFF WRITER | February 01, 2012; 08:23 PM | Comments (0)

Skechers' massive distribution center in Moreno Valley was supposed to provide a refreshing boost to the job market in a city that badly needed one.

But apparently the opening of the 1.8 million-square-foot facility four months ago created few, if any job opportunities for would-be workers in Moreno Valley and the surrounding area.

In fact, the closing of Skechers' five distribution centers in Ontario when the shoe manufacturer consolidated its distribution operations meant a net loss of as many as 400 jobs in Inland Southern California.

Skechers' managers in Moreno Valley did not return several phone calls seeking comment. A spokesperson for Michael Greenberg, the company's president, said all comment would come from executives in Moreno

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The Moreno Valley distribution center, larger than 40 football fields and more than a half-mile from end-to-end, currently has about 600 people working there, said Barry Foster, Moreno Valley's economic development director.

"I know they transferred a lot of people from Ontario," Foster said. "The last time I talked to them they said 600 jobs, and said a lot are coming from Ontario."

Foster, Riverside County officials and others in Moreno Valley say they know of no local recruitment events by the company, meaning that few, if any, jobs for local workers were added.

"People called and I had to refer them to (Skechers') website," said Oscar Valdepeña, president and CEO of the Moreno Valley Chamber of Commerce.

Valdepeña added that Skechers' executives have not reached out to the chamber.

As many as 1,000 people worked at Skechers now-closed warehouses in Ontario, a number that fluctuated during seasonal shifts in demand for the company's products. That means now there are as many as 400 fewer Skechers employees in the Inland area.

When the company was preparing to relocate, it filed four notices under the California Worker Adjustment and Retraining Notification Act, or WARN Act, the law that mandates that large firms planning to lay off at least 50 people give workers 30 days notice of the layoffs. According to state records, Skechers said it would terminate 339 people at four Ontario locations on Oct. 31.

NEW HIRES PROMISED

This appears to contradict the public statements made when the distribution center in Moreno Valley was being planned and built. It was touted by its developer, elected officials and Skechers' executives as a big help to the city's economy.

Moreno Valley's unemployment was 14.4 percent in December, the highest of any of Riverside County's five largest cities, according to state data.

At the March 2010 groundbreaking attended by then-Gov, Arnold Schwarzenegger, Greenberg, Skechers' president, said the warehouse would employ 1,000 people — including 500 new hires.

Marion Ashley, the Riverside County supervisor who represents Moreno Valley, echoed that prediction of 1,000 jobs in January 2011. Ashley did not return a call seeking comment.

Moreno Valley Mayor Richard Stewart said he knows of one Moreno Valley man who was hired for an engineering job, but he doesn't know about any organized local recruiting.

"I don't know if it was word of mouth or what," Stewart said.

Despite that, he said he still believes Skechers will create an economic boost for the city, from sales of food and fuel to workers and, possibly from people who might decide to move to Moreno Valley.

Iddo Benzeevi, president and CEO of Highland Fairview Properties, the project's developer, has suggested on several occasions that the project would yield 2,500 jobs.

Highland Fairview is leasing the property to Skechers for 20 years, a deal worth $240 million.

Benzeevi also is seeking to build more distribution facilities in the mostly undeveloped eastern area of Moreno

could include many more distribution properties.

Benzeevi emphasized he doesn't speak for Skechers, but he said the shoe company came to Moreno Valley in good faith and never promised a specific number of jobs.

"Skechers came in goodwill to the community and made a substantial investment," Benzeevi said. "Yes, they might only have 600 employees, but I think they should be commended."

The distribution center is a fully modernized operation, and Benzeevi said that efficiency is critical.

"That may create different kinds of jobs, at the expense of some others. They require different skill sets for different people," Benzeevi said.

TECH TRUMPS JOBS

It isn't uncommon for a distribution center that invests heavily in automation to need fewer employees, said John Wu, director of the Leonard Transportation Center, which teaches advanced skills in logistics and goods movement at Cal State San Bernardino.

"In some places, you have workers who walk into trucks and carry goods out by hand," Wu said. "Some are so highly automated they can be run by 20 or 30 people, even if it's a million square feet."

Foster, the city economic development director, said that he's heard that Skechers is happy with the move to Moreno Valley. He said putting all its distribution operations under one roof could save the company several million dollars annually.

He added that Skechers has the capacity to expand and add workers.

However, financial conditions at Manhattan Beach-based Skechers do not seem to favor an expansion, at least in the short term. Sales for the shoe company declined 25 percent in the third quarter of 2011 from the same three-month period in 2010, which had been a record quarter for the company. The third quarter is the most recent reporting period for the publicly traded company.

Also, the company recorded a $30 million loss in the second quarter, mostly because of weak demand for the firm's toning shoes.

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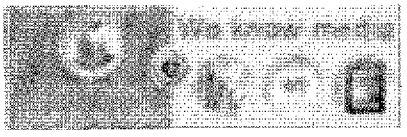

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ATTACHMENT B

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THE NEW AMERICAN JOB

As California Warehouses Grow, Labor Issues Are a Concern

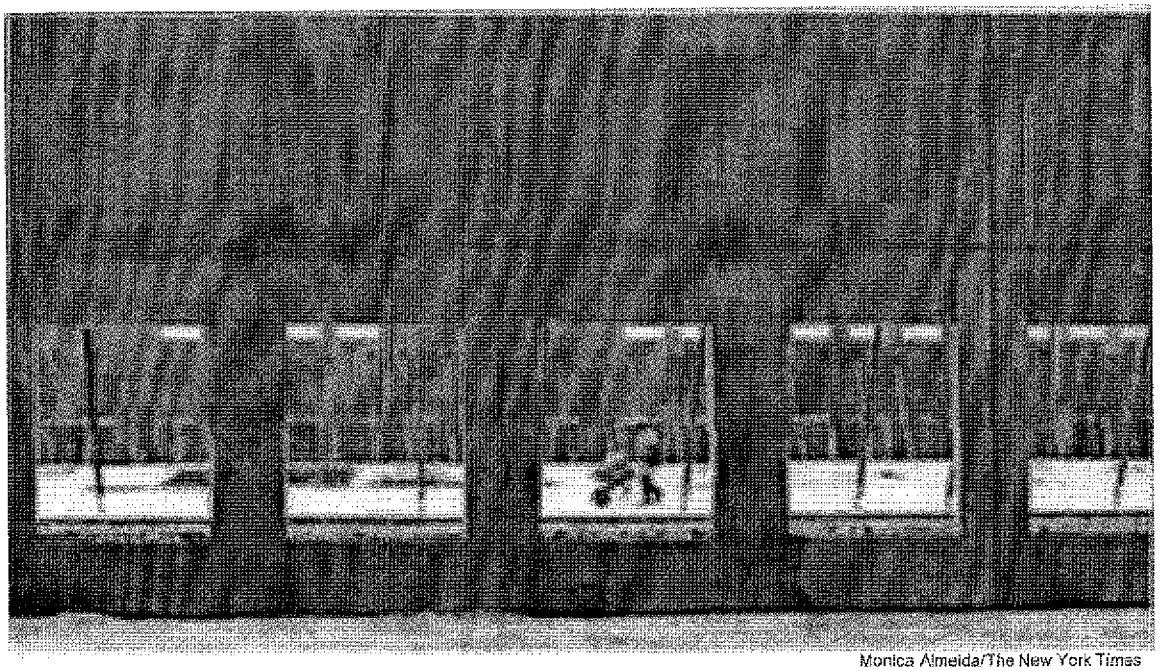

Monica Almeida/The New York Times

In Moreno Valley, Calif., where much of the state's logistics industry is based, a new distribution center is being built.

By JENNIFER MEDINA
Published: July 22, 2012

MORENO VALLEY, Calif. — As the freeway snakes toward this city an hour's drive east of Los Angeles, the strip malls gradually give way to the warehouses that supply their goods. There are dozens and dozens of them — in some places, the gray squat buildings are the only things visible from the road — a labyrinth of sprawling distribution centers

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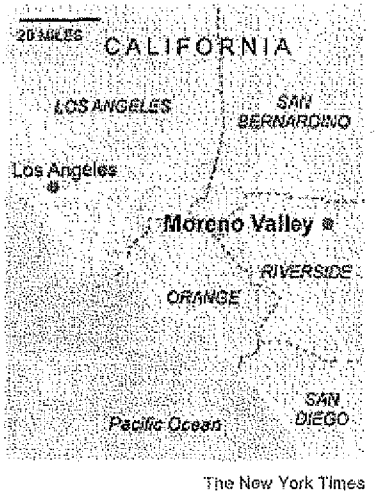

The New York Times

Enlarge This Image

In the last decade or so, Moreno Valley and the rest of the Inland Empire have become the nation's largest hub of distribution warehouses, where workers sort the imported goods that come through Los Angeles ports. In the industry, known as logistics, those goods are prepared for and delivered to stores across the country.

By most estimates, Inland Empire, with its $300 billion piece of the industry, is the country's most bustling trade gateway. Lured by "cheap dirt," as many here put it, companies are only increasing their demands for large tracts of land in the region.

Still reeling from the economic downturn, many community leaders in the Inland Empire say they are desperate for jobs, particularly for low-skilled workers, many of whom lost their jobs in construction after the housing collapse. They see the region's warehouses and related delivery industries — which now employ an estimated 200,000 people, more than Salt Lake City's population — as the best way out of the doldrums, seeing salvation in the form of shipping containers.

"We know we face challenges, and these bring in jobs and pump up the economy right away," said Barry Foster, the director of economic development for Moreno Valley. Last year, the footwear company Skechers opened a worldwide distribution center here, and the city is also moving toward approving plans for a 40-million-square-foot warehouse complex.

Monica Almeida/The New York Times

Skechers opened a warehouse in the city last year.

Enlarge This Image

"We need to get to the point where we have a job for every household," Mr. Foster said. "Right now we have half of that. These are good jobs that would keep people who are living here working here and have a foothold into the middle class."

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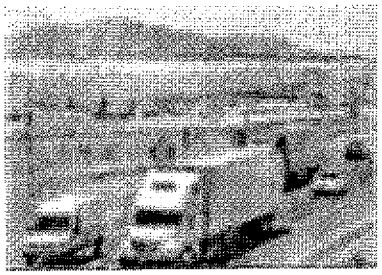

Monica Almeida/The New York Times

Another view of the Sketchers warehouse in Moreno Valley.

But there are plenty of skeptics. Environmentalists say the parade of trucks has a dangerous impact on the air in the area, contributing to an already high rate of asthma in children. Labor advocates say a vast majority of the jobs provide just minimum wage, often without benefits.

In some warehouses, workers are paid based on how much work they complete, like the number of trucks they empty. In October, a state investigation found that two staffing agencies that supply workers to Wal-Mart distribution centers failed to provide workers with proper information about their wages, making it unclear how much they were earning on the job. The state fined the two staffing agencies more than $1 million.

Julie A. Su, the California labor commissioner, has heard many complaints about the industry since taking office last year. But she said investigations were often stymied because so many warehouses use staffing agencies, which classify workers as temporary, even though they may work for years in the same building.

There are frequent complaints that workers are told to show up each morning — often with the reminder that the first to arrive will be the most likely to get work — only to be informed that there is no work for them that day. Under state law, in those cases, workers are to be paid for two hours, but many say they rarely are.

"There seems to be an unfortunate model of subcontracting used to cut costs and really depress the working conditions," Ms. Su said. "It really reflects the economy moving to this kind of day-labor system in a way that really can destabilize the economy."

After the state investigation, Warehouse Workers United, a union-backed advocacy group, filed a lawsuit in federal court against the agencies in October, saying workers were "forced to work long hours under oppressive conditions for legally inadequate pay" that was below the state minimum wage of $8 an hour.

The criticism has done little to slow the growth so far. As of now, there are more than 400 million square feet of warehouses and distribution centers spread through the Inland Empire, roughly the amount of office space in Midtown Manhattan. Dozens more large buildings are being built on speculation, with investors confident that companies will eagerly come in.

For higher-skilled jobs, annual salaries do reach into the middle class, with workers bringing in an average of $46,000. In this area, where unemployment reaches above 15 percent in several cities, such jobs are sorely needed.

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"Construction is obviously in great trouble, and here is a place where we can just keep adding jobs — it is the only industry adding thousands of jobs," said John Husing, a local economist who has enthusiastically endorsed the growth of the industry. "You can have people come here and find a robust blue-collar work force eager for employment."

Workers in the warehouses frequently complain that it is difficult to know who is in charge at the distribution centers, where multiple subcontractors operate in the same building and workers receive different pay depending on which agency they work with, although the jobs are almost identical.

Limber Herrera, 28, has worked in the logistics industry in the area for more than five years. He now makes $12 an hour emptying shipping containers at a distribution center that processes goods for Wal-Mart. These days, his concerns are less about pay than basic safety at work.

"There's nobody who cares about our health — there's just pressure to empty cases at a fast pace," said Mr. Herrera, who is part of a complaint that Warehouse Workers United filed last week with the state. "All the dust we inhale, all the heavy things we have to lift with all our strength and no support, it's very hard."

Over all, the warehouse and logistics industry accounts for roughly 10 percent of all jobs in the Inland Empire, more than any other private industry. But some economists have pointed out that earnings vary widely, with the median annual salary around $32,000. And even that figure does not take into account the thousands of workers who are employed by staffing agencies making minimum wage.

Iddo Benzeevi, the chief executive of Highland Fairview, which owns the 1.8-million-square-foot distribution center leased by Skechers, said that he planned to open several more facilities and that warehouses would increasingly rely on more skilled workers to operate computers.

"This is the center for all of the trade in the world," he said. "You can get to much of the country with a drive of just a few hours."

The Skechers warehouse is filled with machines that use sophisticated technologies to make basic processes move more quickly and often with little human assistance. Skechers executives said they employed 550 to 800 people in the warehouse depending on the season, but they declined to give any information about the kinds of jobs available and the salaries employees receive.

Some local critics have said the new center has done little to generate new jobs, since many of them were simply moved from six smaller warehouses the company had operated for several years in Ontario, about 20 miles to the west.

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"It's attractive because it's something that governments can take advantage of now," said Jordan Levine, the director of economic research at Beacon Economics, a research and consulting firm. "There's no need to have to recruit an educated work-force base or have a lot of strategy around."

He added: "All that stuff takes time and money and decades to bear fruit. This is far more expedient."

A version of this article appeared in print on July 23, 2012, on page A9 of the New York edition with the headline: As California Warehouses Grow, Labor Issues Are a Concern.

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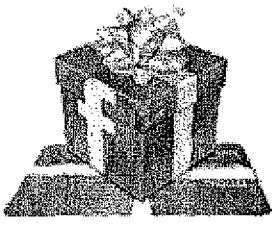

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ATTACHMENT C

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Johnson & Sedlack, an Environmental Law firm representing plaintiff environmental groups in environmental law litigation, primarily CEQA.

City Planning:

Current Planning

- Two years principal planner, Lenexa, Kansas (consulting)
- Two and one half years principal planner, Lee's Summit, Missouri
- One year North Desert Regional Team, San Bernardino County
- Thirty years subdivision design: residential, commercial and industrial
- Thirty years as applicants representative in various jurisdictions in: Missouri, Texas, Florida, Georgia, Illinois, Wisconsin, Kansas and California
- Twelve years as applicants representative in the telecommunications field

General Plan

- Developed a policy oriented Comprehensive Plan for the City of Lenexa, Kansas.
- Updated Comprehensive Plan for the City of Lee's Summit, Missouri.
- Created innovative zoning ordinance for Lenexa, Kansas.
- Developed Draft Hillside Development Standards, San Bernardino County, CA.
- Developed Draft Grading Standards, San Bernardino County.
- Developed Draft Fiscal Impact Analysis, San Bernardino County

Environmental Analysis

- Two years, Environmental Team, San Bernardino County
  - Review and supervision of preparation of EIR's and joint EIR/EIS's
  - Preparation of Negative Declarations
  - Environmental review of proposed projects
- Eighteen years as an environmental consultant reviewing environmental documentation for plaintiffs in CEQA and NEPA litigation

Representation:

- Represented various clients in litigation primarily in the fields of Environmental and Election law. Clients include:
  - Sierra Club
  - San Bernardino Valley Audubon Society
  - Sea & Sage Audubon Society
  - San Bernardino County Audubon Society
  - Center for Community Action and Environmental Justice
  - Endangered Habitats League
  - Rural Canyons Conservation Fund
  - California Native Plant Society
  - California Oak Foundation
  - Citizens for Responsible Growth in San Marcos
  - Union for a River Greenbelt Environment
  - Citizens to Enforce CEQA
  - Friends of Riverside's Hills
  - De Luz 2000
  - Save Walker Basin
  - Elsinore Murrieta Anza Resource Conservation District

Education:

- B. A. Economics and Political Science, Kansas State University 1970
- Masters of Community and Regional Planning, Kansas State University, 1974
- Additional graduate studies in Economics at the University of Missouri at Kansas City
- J.D. University of La Verne. 1997 Member, Law Review, Deans List, Class Valedictorian, Member Law Review, Published, Journal of Juvenile Law

Professional Associations:

- Member, American Planning Association
- Member, American Institute of Certified Planners
- Member, Association of Environmental Professionals
- Member, U.S. Green Building Council, LEED GA

Johnson & Sedlack, Attorneys at Law
26785 Camino Seco 12/97- Present
Temecula, CA 92590
(951) 506-9925

Principal in the environmental law firm of Johnson & Sedlack. Primary areas of practice are environmental and election law. Have provided representation to the Sierra Club, Audubon Society, AT&T Wireless, Endangered Habitats League, Center for Community Action and Environmental Justice, California Native Plant Society and numerous local environmental groups. Primary practice is writ of mandate under the California Environmental Quality Act.

Planning-Environmental Solutions
26785 Camino Seco 8/94- Present
Temecula, CA 92590
(909) 506-9825

Served as applicant's representative for planning issues to the telecommunications industry. Secured government entitlements for cell sites. Provided applicant's representative services to private developers of residential projects. Provided design services for private residential development projects. Provided project management of all technical consultants on private developments including traffic, geotechnical, survey, engineering, environmental, hydrogeological, hydrologic, landscape architectural, golf course design and fire consultants.

San Bernardino County Planning Department
Environmental Team 6/91-8/94
385 N. Arrowhead
San Bernardino, CA 92415
(909) 387-4099

Responsible for coordination of production of EIR's and joint EIR/EIS's for numerous projects in the county. Prepared environmental documents for numerous projects within the county. Prepared environmental determinations and environmental review for projects within the county.

San Bernardino County Planning Department
General Plan Team 6/91-6/92
385 N. Arrowhead
San Bernardino, CA 92415
(909) 387-4099

Created draft grading ordinance, hillside development standards, water efficient landscaping ordinance, multi-family development standards, revised planned development section and fiscal impact analysis. Completed land use plans and general plan amendment for approximately 250 square miles. Prepared proposal for specific plan for the Oak Hills community.

San Bernardino County Planning Department
North Desert Regional Planning Team
15505 Civic 6/90-6/91
Victorville, CA
(619) 243-8245

Worked on regional team. Reviewed general plan amendments, tentative tracts, parcel maps and conditional use permits. Prepared CEQA documents for projects.

Broadmoor Associates/Johnson Consulting
229 NW Blue Parkway
Lee's Summit, MO 64063
(816) 525-6640 2/86-6/90

Sold and leased commercial and industrial properties. Designed and developed an executive office park and an industrial park in Lee's Summit, Mo. Designed two additional industrial parks and residential subdivisions. Prepared study to determine target industries for the industrial parks. Prepared applications for tax increment financing district and grants under Economic Development Action Grant program. Prepared input/output analysis of proposed race track Provided conceptual design of 800 acre mixed use development.

Shepherd Realty Co.
Lee's Summit, MO 6/84-2-86

Sold and leased commercial and industrial properties. Performed investment analysis on properties. Provided planning consulting in subdivision design and rezoning.

Contemporary Concepts Inc.
Lee's Summit, MO 9/78-5/84
Owner

Designed and developed residential subdivision in Lee's Summit, Mo. Supervised all construction trades involved in the development process and the building of homes.

Environmental Design Association
Lee's Summit, Mo.
Project Coordinator 6/77-9/78

Was responsible for site design and preliminary building design for retirement villages in Missouri, Texas and Florida. Was responsible for preparing feasibility studies of possible conversion projects. Was in charge of working with local governments on zoning issues and any problems that might arise with projects. Coordinated work of local architects on projects. Worked with marketing staff regarding design changes needed or contemplated.

City of Lee's Summit, MO
220 SW Main
Lee's Summit, MO 64063
Community Development Director 4/75-6/77

Supervised Community Development Dept. staff. Responsible for preparation of departmental budget and C.D.B.G. budget. Administered Community Development Block Grant program. Developed initial Downtown redevelopment plan with funding from block grant funds. Served as a member of the Lee's Summit Economic Development Committee and provided staff support to them. Prepared study of available industrial sites within the City of Lee's Summit. In charge of all planning and zoning matters for the city including comprehensive plan.

Howard Needles Tammen & Bergendoff
9200 Ward Parkway
Kansas City, MO 64114
(816) 333-4800 5/73-4/75
Economist/Planner

Responsible for conducting economic and planning studies for Public and private sector clients. Consulting City Planner for Lenexa, KS.

Conducted environmental impact study on maintaining varying channel depth of the Columbia River including an input/output analysis. Environmental impact studies of dredging the Mississippi River. Worked on the Johnson County Industrial Airport industrial park master plan including a study on the demand for industrial land and the development of target industries based upon location analysis. Worked on various airport master plans. Developed policy oriented comprehensive plan for the City of Lenexa, KS. Developed innovative zoning ordinance heavily dependent upon performance standards for the City of Lenexa, KS.

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RLH
CITY MANAGER	MO

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: December 11, 2012

TITLE: PUBLIC HEARING TO ADOPT SUBSTANTIAL AMENDMENT #1 TO THE FY 2012-2013 CDBG ANNUAL ACTION PLAN, AMENDMENT #2 TO THE NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP3)

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a Public Hearing to allow the public an opportunity to comment on the proposed Substantial Amendment #1 to 2012-13 CDBG Annual Action, Substantial Amendment #2, to the NSP 3 Program;
2. Approve the proposed amendments to the NSP3 Program that redefine the Target Areas, clarify the eligible activities within each Target Area, and reallocate funds between HUD-approved NSP3 eligible activities. (Attachment 1);
3. Approve the re-appropriations and authorize the Financial & Administrative Services Director to process the adjustments; and,
4. Authorize the City Manager to reallocate NSP3 funds between HUD-approved grant activities.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

In 2008, the federal government approved legislation that provided Community Development Block Grant (CDBG) funding to local governments to address the foreclosure crisis experienced across the nation. The program was known as the Neighborhood Stabilization Program (NSP) and Moreno Valley received an allocation of

$11,390,116 to stabilize neighborhoods with a high percent of foreclosures, homes in default, and homes financed by sub-prime or high-risk mortgages.

On July 21, 2010, the Wall Street Reform and Consumer Protection Act of 2010 (the Dodd-Frank Act) allocated additional NSP assistance. This additional allocation represented the third round of NSP funding and is referred to as NSP3. Moreno Valley was allocated $3,687,789 in NSP3 funds. Though almost identical in use to the original NSP grant, the City's NSP3 program must conform to specific rules and regulations provided in the Federal Notice issued by the U.S. Department of Housing and Urban Development (HUD) on October 19, 2010. To officially secure the NSP 3 grant allocation, the City adopted a Substantial Amendment #1 to the FY 2010-11 Annual Action Plan and submitted the amendment detailing the City's proposed program to HUD; the amendment was approved by HUD in March 2011.

The City commenced the implementation of the NSP3 Program in June 2012. However, significant shifts in the local real estate market have served as impediments to the City's ability to effectively meet the objectives of the NSP Program. Under NSP3, grantees have 2 years from the date HUD signs the grant agreements to expend 50% of the grant funds and 3 years to expend an amount equal to the total grant allocation. Facing the expenditure deadlines, changes in strategy and program implementation are necessary to address the real estate inventory challenges and increase the opportunities to effectively expend the NSP funds within the established timelines.

DISCUSSION

Amendments to Target Areas

When initially devising the NSP3 Program, city staff identified activities to best address the needs of the community while meeting the requirements of HUD to create a "deep targeting" plan. Unlike NSP 1, where most of the City was eligible for identification in a Target Area, HUD required grantees to create target areas that were more succinctly defined and driven by impact scores which is the number of properties to be assisted/affected to make an impact to the area. Per guidance provided by HUD, the impact score must be reasonable and have a direct correlation with the total grant allocation, essentially, the expected outcome or impact, must be achievable with the initial grant funds allocated to the grantee.

The City identified areas that met HUD's "deep-targeting" and Impact Score criteria. To adjust to the ever-changing local real estate market, City Council approved amendments to the Target Areas in March 2012. Due to the continued changes in inventory resulting in not enough opportunities, staff is proposing to further modify two of the seven existing target areas. Below is a summary of the target areas (modifications are noted within the descriptions). Please see the revised map (Attachment 2) and the Target Area Chart (Attachment 3) for more details:

- Target Area 1: Bounded by Sunnymead Blvd., Frederick St., Dracaea Ave., and Graham St. **THIS TARGET AREA IS NOT BEING AMENDED.**
- Target Area 2: Bounded by Kitching St., Eucalyptus Ave., Cottonwood Ave., and Lasselle St. **THIS TARGET AREA IS NOT BEING AMENDED**
- Target Area 3: Bounded by Sunnymead Blvd., Lasselle St., Kitching St, and Eucalyptus Ave. **THIS TARGET AREA IS BEING ELIMINATED.**
- Target Area 4: Bounded by Cottonwood Ave., Morrison St., Bay Ave., and Lasselle St. **THIS TARGET AREA IS NOT BEING AMENDED.**
- Target Area 5: Bounded by Perris Ave., Filaree Ave., Gentian Ave., and Sheila Ave. **THIS TARGET AREA IS NOT BEING AMENDED.**
- Target Area 6: Bounded by Alessandro Blvd., Courage St., Frederick St., Bay Ave. (includes the Edgemont Area). **THIS TARGET AREA IS BEING AMENDED AND WILL BE IRREGULARLY BOUNDED BY FREDERICK STREET, ALESSANDRO BOULEVARD, COTTONWOOD AVENUE, DAY STREET, EUCALYPTUS AVENUE AND OLD-215 FRONTAGE ROAD.**
- Target Area 7: Bounded by Heacock St. 60FWY, Postal Ave, east of Indian Ave. **THIS TARGET AREA IS NOT BEING AMENDED**

While Target Area #3 will be eliminated (as indicated above), for the sake of consistency, the numeric identification of the other Target Areas will not be revised. Since Target Area #3 has not produced any eligible units for acquisition through the program, a focused effort in this area are no longer required.

To compensate for the elimination of Target Area 3, the City is proposing to expand boundaries of the current Target Area #6. This newly expanded area has been strategically selected and falls under a larger, more comprehensive development plan area defined by the city in a HUD-approved Neighborhood Revitalization Strategy Area (NRSA). The modified NSP-designated Target Area will be irregularly bounded by Frederick Street, Alessandro Boulevard, Cottonwood Avenue, Day Street, Eucalyptus Avenue and Old-215 Frontage Road and will encompass the Edgemont area.

In addition to expanding the target area, the City will focus much of the NSP activities toward establishing and operating a land bank. Via the land bank, the City will acquire, demolish, manage, assemble, and redevelop residential vacant land and/or properties that have been foreclosed upon; the properties held in the land bank will be held future redevelopment to occur before the expiration of the 10-year holding period.

The City is currently developing a strategy specifically for the Edgemont Area, hereinafter referred to as "The Edgemont Revitalization Plan". The Edgemont Revitalization Plan will be an initiative that is an aimed coordination of public and private efforts and resources with the primary of objective of creating private development opportunities while creating new housing opportunities and stabilizing the current housing market in the area. The plan will be devised to be an interdepartmental and interagency collaboration focused on the remediation of the dilapidated and substandard infrastructure that currently serves as an impediment to the development and economic growth of the area. The NSP land bank established for the Edgemont

Area will work in concert with the overall development/revitalization plan being developed for the area.

Amendments to Activity Budgets

To assist with the focused-approach being taken in the Edgemont area due to its lack of infrastructure, underdevelopment in some areas, and inability to be developed in other areas, the City will be leveraging NSP funds and other funding sources to address some of the short and long-term economic and housing development opportunities that currently exist. Staff is proposing, however, to modify the current NSP activity allocations to assist with these efforts.

Staff is proposing to reduce the NSP3-Activity 1- Single-Family Residential Acquisition/Rehabilitation/Resale (SFR-ARR) by $850,000 and the NSP3-Activity 2-Multi-Family Residential Acquisition/Rehabilitation/Rental (MFR-ARR) by $250,000; the $1 million will be reallocated to support other NSP-eligible activities. The NSP3-Activity 4-Demolition will be increased by $150,000 to $200,000; $850,000 will be reallocated to increase the budget for the NSP3-Activity 5-Land banking to $950,000; and $100,000 will be reallocated to increase the budget for the NSP3-Activity 6-Redevelopment to $300,000. Since the current condition of the Edgemont area is not conducive to development, the ability to acquire properties now via an established land bank using NSP funds and redevelop the properties at a later date is imperative to the future vitality, growth, and stabilization of the area.

Amendments to Scope of Activities in Eligible Target Areas

In the City's original NSP3 Substantial Amendment application and Amendment #1, it was indicated that Target Areas #1 through 4 would be focused areas for acquisition of single-family residential properties and Target Areas #5 through 7 would be focused areas for acquisition of multifamily residential properties. This Amendment #2 clarifies the scope of the activities to be undertaken in the designated Target Areas. All Target Areas will be eligible for acquisition/rehabilitation for both single and multi-family housing types, as well as all of the other HUD-approved eligible activities (acquisition/rehabilitation, demolition, land banking, financing mechanism, and redevelopment) identified in the initial NSP3 Substantial Amendment.

The chart below summarizes the amendments to the activity for each target area:

Target Area	Current Program Activity	Amended Program Activity
1	SFR-ARR	All eligible activities
2	SFR-ARR	All eligible activities
3	TARGET AREA ELIMINATED	
4	SFR-ARR	All eligible activities
5	MFR-ARR	All eligible activities
6	MFR-ARR	All eligible activities
7	MFR-ARR	All eligible activities

In addition, staff is proposing to modify some of the program's current parameters as it relates to the acquisition of properties through the single family residential acquisition, rehabilitation, and resale activity. With this amendment, the City of Moreno Valley is proposing to remove the current subsidy limit of $36,000 and the minimum rehabilitation requirement of $15,000. Initially, the City's approach to property acquisition was to exclusively acquire properties that required substantial rehabilitation, while meeting the minimum 1% discount requirement and staying within the established subsidy limit. Given the changes in the real estate market, especially the limited availability of inventory, and virtually non-existent discounts provided by the banks, this approach has not been as successful recently as it had been in the past. The City and its Development Partners have found it extremely challenging to identify properties that meet all of the City's requirements will complying with the discount requirements as imposed by HUD. As a result, the program must be modified to allow more flexibility as acquisition opportunities become available. These changes will allow the City to maximize its acquisition and rehabilitation efforts, thereby increasing its output and performance.

ALTERNATIVES

1. Approve Substantial Amendment #1 to the FY 12/13 Annual Action Plan, Amendment #2 to the Neighborhood Stabilization Program 3 (NSP3); approve the Budget Appropriation Adjustment and authorize the Financial & Administrative Services Director to process the adjustments; and authorize the City Manager to reallocate grant funds between HUD-approved NSP3 grant activities. **Staff recommends this action because it complies with housing goals as established by the Dodd-Frank Act and adheres to the guidelines provided in the HUD Federal Register Notice, dated October 19, 2010 (Docket No. FR-5447-N-01).**

2. Do not approve Substantial Amendment #1 to the FY 12/13 Annual Action Plan, Amendment #1 to the Neighborhood Stabilization Program 3 (NSP3); decline to approve the Budget Appropriation Adjustment and decline to authorize the Financial & Administrative Services Director to process the adjustments; and decline to authorize the City Manager to reallocate grant funds between HUD-approved NSP3 grant activities. **Staff does not recommend this action because it would result in a failure to meet the housing goals established by the Dodd-Frank Act and HUD requirements for NSP3.**

FISCAL IMPACT

The NSP3 funds are a HUD grant and do not require any matching funds; NSP3 funds are restricted and exclusively for the use of providing homeownership and rental housing opportunities for households earning up to 120% Area Median Income. THERE IS NO IMPACT ON THE GENERAL FUND.

This amendment will not impact other City funding sources. The Federal Housing and Economic Recovery Act (HERA) does allow for the leveraging of NSP funds with existing HOME or CDBG monies which will be explored during the administration of the NSP3 Program. It is anticipated that the NSP activities could generate revenue or Program Income. Should this occur, the HERA requires that the monies be reapplied to the NSP Program and treated as additional funding, subject to the same expenditure criteria.

However, to effectively modify the activity budgets established during the previous budget cycle, a Budget Appropriation Adjustment must be processed by Finance. Consequently, staff recommends City Council approves the following adjustments, as summarized in the chart below and authorize the Financial & Administrative Services Director to process the adjustments:

Proposed Re-appropriations:

Type	NSP Activity	G/L Account	Project Account	Current Available Budget	Proposed Adjustments	Proposed Activity Budgets
Expense	Activity 1, Single-Family Residential Acq./Rehabilitation/Resale (SFR-ARR)	2507-20-32-72703-733203	New project account to be created	$1,747,063	-$850,000	$897,063
Expense	Activity 2, Multi-Family Residential Acq./Rehabilitation/Rental (MFR-ARR)	2507-20-32-72703-733203	New project account to be created	$1,121,947	-$250,000	$871,947
Expense	Activity 3, Neighborhood Stabilization Homeownership Program (NSHP)	2507-20-32-72703-733203	New project account to be created	$100,000	$0	$100,000
Expense	Activity 4, Demolition	2507-20-32-72703-733203	New project account to be created	$50,000	$150,000	$200,000
Expense	Activity 5, Land banking	2507-20-32-72703-733203	New project account to be created	$100,000	$850,000	$950,000
Expense	Activity 6, Redevelopment	2507-20-32-72703-733203	New project account to be created	$200,000	$100,000	$300,000
Expense	Administration Cap (10%)	2507-20-32-72703-733203	New project account to be created	$349,653	$0	$349,653
	Total Grant Allocations*			$3,668,663	$0	$3,668,663

During the migration from the One World Financial System to the LOGOS System the G/L accounts for each of the NSP activities were consolidated into one account: account number 2507-20-32-72703-733203. Since each activity is treated separately and distinct by HUD, each will need its own sub-account for tracking and reporting purposes, similar to its previous setup in the One World system. The separation of the activity accounts has not been completed; however, since a Budget Appropriation Adjustment will be required to fund the accounts as identified above, staff is requesting the approval of the Budget Appropriation Adjustment by Council now for processing at a later date (upon completion of account setup for each activity).

CITY COUNCIL GOALS

1. **REVENUE DIVERSIFICATION & PRESERVATION**
   NSP3 funds will enhance the City's ability to stabilize housing and preserve City neighborhoods.

2. **PUBLIC SAFETY**
   The NSP3 activities will directly or indirectly help to provide a secure environment by reducing the number of vacant and abandoned properties in the community.

3. **COMMUNITY IMAGE, NEIGHBORHOOD PRIDE & CLEANLINESS**
   The NSP3 activities will help to preserve, rehabilitate and improve the City's existing neighborhoods.

SUMMARY

In accordance with the Wall Street Reform and Consumer Protection Act of 2010, HUD is allocating additional emergency grants to states, cities, and counties to address the foreclosure crisis. The City of Moreno Valley has been allocated $3,687,789 to implement a third round of Neighborhood Stabilization Program activities (NSP3) within a 36-month timeline. To meet expenditure deadlines, staff is proposing to make modifications to the program.

The modifications include:

- Eliminating the previously established Target Area #3
- Expanding the boundaries of the previously established Target Area #6 to include the entire Edgemont Area. A land bank will later be established to assist with future development planned for the area;
- Clarifying the scope of activities for all program Target Areas; and,
- Adjusting current activity funding allocations.

City Manager is granted the authority to move NSP funds – within a 20% threshold as established by the approved Citizen Participation Plan – between HUD-approved activities if it is found necessary. Should the shifting of funds exceed the 20% threshold, a substantial amendment will be required at that time.

NOTIFICATION

Notice of this meeting was published in the Press-Enterprise newspaper on November 14, 2012. A copy of the draft NSP3 amendment was also available on the City website for public review and comment. The official 15-day public review period occurred from November 26, 2012 through December 10, 2012. Respondents were given the opportunity to provide comments via email, telephone, and fax.

ATTACHMENTS/EXHIBITS

ATTACHMENT 1 Amended Neighborhood Stabilization Program 3 Application
ATTACHMENT 2 Amended NSP3 Target Areas Map
ATTACHMENT 3 NSP3 Target Area Chart

Prepared By:
Shanikqua Freeman
Housing Program Coordinator

Department Head Approval:
Barry Foster
Community & Economic Development Director

Concurred By:
Dante Hall
Business Support & Neighborhood Programs Administrator

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

AMENDMENT #2 TO THE NSP3 SUBSTANTIAL AMENDMENT

DECEMBER 11, 2012

Jurisdiction(s): City of Moreno Valley **Jurisdiction Web Address:** http://www.moval.org/resident_services/housing/index_housing.shtml **Mailing Address:** 14177 Frederick St. Moreno Valley, CA 92553	**NSP Contacts:** Dante G. Hall Redevelopment & Neighborhood Programs Administrator Shanikqua Freeman Housing Program Coordinator **Telephone:** (951) 413-3450 **Fax:** (951) 413-3459 **Email:** danteh@moval.org shanikquaf@moval.org
Grant Number: B-11-MN-06-0513	

I. Amendment to Area(s) of Greatest Need

In Amendment #1 of the NSP3 Substantial Amendment, the City of Moreno Valley redefined the target areas and identified seven NSP3 areas of greatest need located within the following areas:

- **Target Area 1:** Bounded by Sunnymead Blvd., Frederick St., Dracaea Ave., and Graham St. **NO CHANGE TO THIS TARGET AREA.**
- **Target Area 2:** Bounded by Kitching St., Eucalyptus Ave., Cottonwood Ave., and Lasselle St. **NO CHANGE TO THIS TARGET AREA.**
- **Target Area 3:** Bounded by Sunnymead Blvd., Lasselle St.., Kitching St, and Eucalyptus Ave. **THIS AREA WILL BE ELIMINATED WITH THIS AMENDMENT.**
- **Target Area 4:** Bounded by Cottonwood Ave., Morrison St., Bay Ave., and Lasselle St. **NO CHANGE TO THIS TARGET AREA.**
- **Target Area 5:** Bounded by Perris Ave., Filaree Ave., Gentian Ave., and Sheila Ave. This area is more commonly known as "The Shelia" neighborhood. **NO CHANGE TO THIS TARGET AREA.**
- **Target Area 6:** Irregularly bounded by Alessandro Blvd., Courage St., Frederick St., Bay Ave. This area is more commonly known as "The Shoe" neighborhood because of the neighborhood's distinctive resemblance to a horseshoe. **THIS AREA WILL BE EXPANDED WITH THIS AMENDMENT; SEE DESCRIPTION BELOW.**
- **Target Area 7:** Bounded by Heacock St. 60FWY, Postal Ave, east of Indian Ave. **NO CHANGE TO THIS TARGET AREA.**

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With this amendment, the City is proposing to eliminate Target Area #3. As with many markets across the nation, the Moreno Valley real estate market has experienced a drastic shift affecting the availability of inventory eligible for acquisition through the NSP Program. Consequently, Target Area # 3 has not produced as many units as initially anticipated. As a result, the City has determined that focused efforts in this area are no longer required.

To compensate for the elimination of Target Area 3, the City is proposing to expand boundaries of the current Target Area #6, known as "The Shoe" neighborhood. This newly expanded area has been strategically selected and falls under a larger, more comprehensive development plan area defined by the city in a HUD-approved Neighborhood Revitalization Strategy Area (NRSA). The modified NSP-designated Target Area will be irregularly bounded by Frederick Street, Alessandro Boulevard, Cottonwood Avenue, Day Street, Eucalyptus Avenue and Old-215 Frontage Road. This target area will continue to include "The Shoe" neighborhood and will encompass the City's foremost area of greatest need, known as the Edgemont Area.

The Edgemont area is located at the westerly entrance of the City of Moreno Valley. Due to its locale, Edgemont is commonly referred to as a gateway into the city. While the NSRA exists, the City is currently developing a strategy specifically for the Edgemont Area, hereinafter referred to as "The Edgemont Revitalization Plan". The Edgemont Revitalization Plan will be an initiative that is an aimed coordination of public and private efforts and resources with the primary of objective of creating private development opportunities while creating new housing opportunities and stabilizing the current housing market in the area. The plan will be devised to be an interdepartmental and interagency collaboration focused on the remediation of the dilapidated and substandard infrastructure that currently serves as an impediment to the development and economic growth of the area.

Some of the revitalization activities to be implemented through the Edgemont Revitalization Plan as concerted efforts performed by of various departments within the City:

- ☐ Organized Neighborhood Clean-ups
- ☐ Blight removal through Code Compliance/ Building & Safety Enforcement
- ☐ Maximization of land use and development opportunities through rezoning
- ☐ Acquisition/rehabilitation of foreclosed single and multi- family residential units for land banking, rental, or resale opportunities

The City's NSP Programs (both NSP1 and NSP3) will be one of the components of the Edgemont Revitalization Plan used to: 1) remove blight, 2) stimulate neighborhood redevelopment, and 3) create affordable and decent housing opportunities for earning up to 120% Area Median Income. The City will establish and operate a land bank to acquire, demolish, manage, assemble, and redevelop residential vacant land and/or properties that have been foreclosed upon; the properties held in the land bank will be held future redevelopment to occur before the expiration of the 10-year holding period. **Please note: properties to be held in the land bank will not be exclusive to the Edgemont area. Eligible acquisitions in approved NSP Target Areas will also continued to be pursued and held in the City's land bank.**

The City will identify properties for the purposes of land banking based upon the following criteria, foreclosed and:

- ☐ Undeveloped/vacant parcels, and/or;
- ☐ Irregularly shaped, small, undevelopable parcels requiring assembly for development, and/or;

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- Parcels with blighted and uninhabitable structures requiring demolish.

During the holding period the properties will be secured, maintained, and insured by city. The costs of the management of the properties will be absorbed by NSP grant funds until the expiration of the grant. Upon expiration, Program Income generated through the other NSP eligible activities, will be used to ensure the continued and effective management of the land banked inventory.

II. Amendment to Activity Budgets

NSP BUDGET	Current Activity Allocations	Proposed Activity Adjustments
NSP3 Total Grant	**$3,687,789**	**$3,687,789**
NSP3-Activity 1, Single-Family Residential Acq./Rehabilitation/Resale (SFR-ARR)	$1,747,063	$897,063
NSP3-Activity 2, Multi-Family Residential Acq./Rehabilitation/Rental (MFR-ARR)	$1,121,947	$871,947
NSP3-Activity 3, Neighborhood Stabilization Homeownership Program (NSHP)	$100,000	$100,000
NSP3-Activity 4, Demolition	$50,000	$200,000
NSP3-Activity 5, Land banking	$100,000	$950,000
NSP3-Activity 6, Redevelopment	$200,000	$300,000
NSP3 Administration Cap (10%)	$368,779	$368,779
Total Proposed Grant Allocations*	**$3,687,789**	**$3,687,789**
* allocations by activity are subject to change, if adjustments exceed 20% a Substantial Amendment will be processed		

The City is proposing to modify the activity allocation amounts, as indicated above. To assist with the focused-approach being taken in the Edgemont area due to its lack of infrastructure, underdevelopment in some areas, and inability to be developed in other areas, the City will be leveraging NSP funds and other funding sources to address some of the short and long-term economic and housing development opportunities that currently exist.

Staff is proposing to reduce the NSP3-Activity 1- Single-Family Residential Acquisition/Rehabilitation/Resale (SFR-ARR) by $850,000 and the NSP3-Activity 2- Multi-Family Residential Acquisition./Rehabilitation/Rental (MFR-ARR) by $250,000; the $1 million will be reallocated to support other NSP-eligible activities. The NSP3-Activity 4-Demolition will be increased by $150,000 to $200,000; $850,000 will be reallocated to increase the budget for the NSP3-Activity 5-Land banking to $950,000; and $100,000 will be reallocated to increase the budget for the NSP3-Activity 6- Redevelopment to $300,000. Since the current condition of the Edgemont area is not conducive to development, the ability to acquire properties now via an established land bank using NSP funds and redevelop the properties at a later date is imperative to the future vitality, growth, and stabilization of the area.

II. Amendment to Activity Descriptions for Activity Number 1- Single-Family Residential Acquisition/Rehabilitation/Resale (SFR-ARR) and Activity Number 2 - Multi-Family Residential Acquisition/Rehabilitation/Rental (MFR-ARR)

On April 9, 2010, HUD issued Bridge Notice 5321-N-03 which changed the definitions of "foreclosed" and "abandoned". As a result, the new definitions allowed the potential use of short-

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sale procedures for the grantee to acquire property directly from the owner. In its original NSP3 Substantial Amendment, and as part of its implementation/administration the City of Moreno Valley indicated that as it had with NSP1, it will continue to acquire NSP-eligible, bank-owned properties only. Given the recent experience with the City's current real estate market and inventory, the City will begin to pursue short-sale options, in conjunction with bank-owned acquisitions.

IV. Amendment to Activity Descriptions for Target Areas for Activity Number 1 Single-Family Residential Acquisition/Rehabilitation/Resale (SFR-ARR) and Activity Number 2- Multi-Family Residential Acquisition/Rehabilitation/Rental (MFR-ARR)

In the City's original NSP3 Substantial Amendment application, it was indicated that Target Areas#1 -4 would be focused areas for acquisition of single-family residential properties and Target Areas #5-7 would be focused areas for acquisition of multifamily residential properties. With this Amendment #2, all Target Areas will be eligible for acquisition/rehabilitation for both single and multi-family housing types, as well as all of the eligible activities (acquisition/rehabilitation, demolition, land banking, financing mechanism, and redevelopment) identified in the initial NSP3 Substantial Amendment.

The chart below summarizes the amendments to the activity for each target area:

Target Area	Current Program Activity	Amended Program Activity
1	SFR-ARR	All eligible activities
2	SFR-ARR	All eligible activities
3	TARGET AREA ELIMINATED	
4	SFR-ARR	All eligible activities
5	MFR-ARR	All eligible activities
6	MFR-ARR	All eligible activities
7	MFR-ARR	All eligible activities

In addition, staff is proposing to modify some of the program's current parameters as it relates to the acquisition of properties through the single family residential acquisition, rehabilitation, and resale activity. With this amendment, the City of Moreno Valley is proposing to remove the current subsidy limit of $36,000 and the minimum rehabilitation requirement of $15,000. Initially, the City's approach to property acquisition was to exclusively acquire properties that required substantial rehabilitation, while meeting the minimum 1% discount requirement and staying within the established subsidy limit. Given the changes in the real estate market, the limited availability of inventory, and virtually non-existent discounts provided by the banks, this approach has not been as successful recent as it had been in the past. The City and its Development Partners have found it extremely challenging to identify properties that meet all of the City's requirements will complying with the discount requirements as imposed by HUD. As a result, the program must be modified to allow more flexibility if acquisition opportunities become available. These changes will allow the City to maximize its acquisition and rehabilitation efforts, thereby increasing its output and performance.

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V. Public Comment

To meet the public noticing requirement, a copy of the draft substantial amendment will be posted on the City of Moreno Valley's website www.moval.org for 15 days from November 26 through December 10, 2012. A Public Notice was advertised in the Press-Enterprise newspaper on November 14, 2012. Public comments will be accepted until 4 p.m. on December 10, 2012. All comments may be submitted via email at NP@moval.org, phone at (951) 413-3450, or fax at (951) 413-3459.

VI. Summary to Public Comments Received

The summary of public comments will be included as an attachment.

MV00187362

ATTACHMENT 2

City of Moreno Valley
NSP 1 & 3 Target Areas

NSP Target Areas

- Eligible for NSP 1
- Eligible for NSP 3
- Not Eligible for NSP 1
- Not Eligible for NSP 1 or NSP 3
- Census Tracts
- Census Block Groups

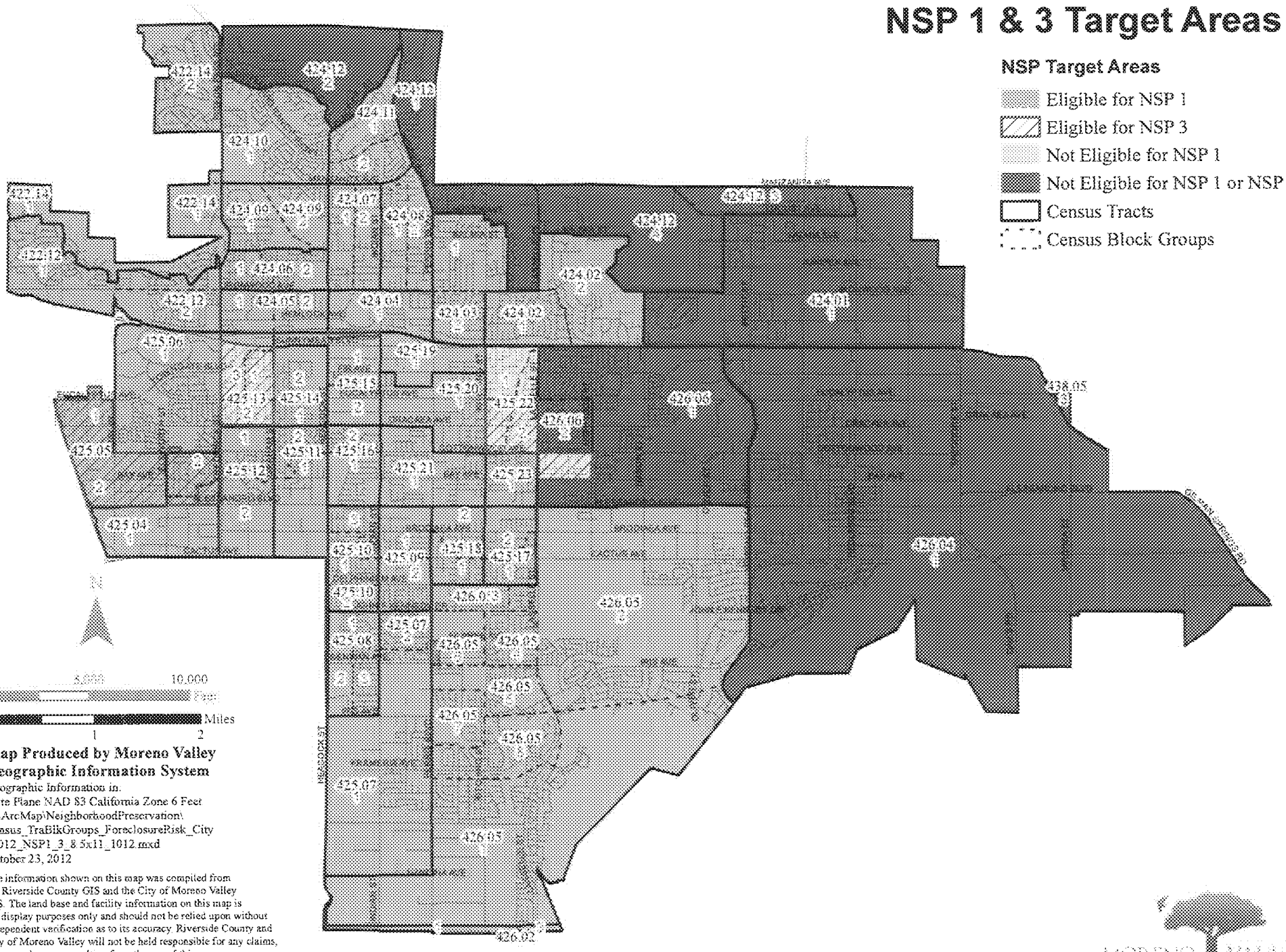

Map Produced by Moreno Valley Geographic Information System

Geographic Information in:
State Plane NAD 83 California Zone 6 Feet
G:\ArcMap\NeighborhoodPreservation\
Census_TraBlkGroups_ForeclosureRisk_City
_2012_NSP1_3_8.5x11_1012.mxd
October 23, 2012

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map.

** The data reflected on this map was provided by the U.S. Department of Housing and Urban Development. The City of Moreno Valley does not accept responsibility for the data.*

MORENO VALLEY

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NSP 3- TARGET AREAS
CENSUS TRACTS/BLOCK GROUPS

Target Area	Program Activities	Boundaries	Census Tract(s)	Block Group(s)	Map of Target Area
#1	SFR-ARR, MFR-ARR, Demolition, Redevelopment, Land Banking, Homebuyer Assistance	Sunnymead Blvd, Frederick Street, Dracaea Ave., and Graham St.	425.13	1-3	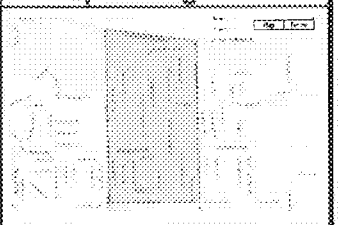
#2	SFR-ARR, MFR-ARR, Demolition, Redevelopment, Land Banking, Homebuyer Assistance	Kitching St., Eucalyptus Ave., Cottonwood Ave., and Lasselle St.	425.22	1-2	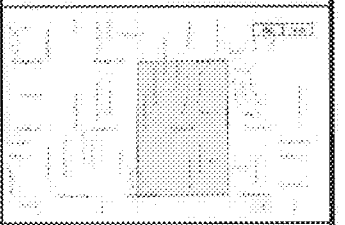
#3	THIS TARGET AREA HAS BEEN ELIMINATED				
#4	SFR-ARR, MFR-ARR, Demolition, Redevelopment, Land Banking, Homebuyer Assistance	Cottonwood Ave., Morrison St., Bay Ave., and Lasselle St.	426.06 425.22	1 1-2	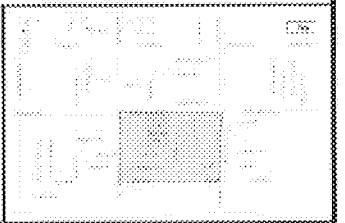
#5	SFR-ARR, MFR-ARR, Demolition, Redevelopment, Land Banking, Homebuyer Assistance	Perris Blvd., Filaree Ave., Sheila Ave., and Gentian Ave.	426.05	6	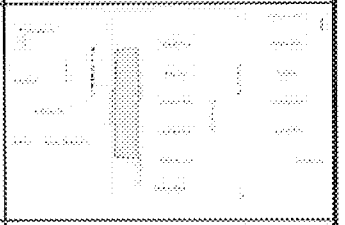
#6	SFR-ARR, MFR-ARR, Demolition, Redevelopment, Land Banking, Homebuyer Assistance	Frederick St., Alessandro Blvd., Cottonwood Ave., Day St., Eucalyptus Ave., and Old 215-Frontage	425.04	1	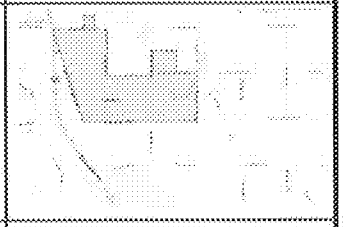
#7	SFR-ARR, MFR-ARR, Demolition, Redevelopment, Land Banking, Homebuyer Assistance	Postal Ave., east of Heacock St., west of Indian, south of the 60 FWY	425.15	1	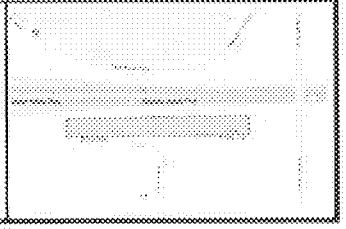

Target Area 1- SFR
Sunnymead Blvd., Frederick St. , Dracaea Ave., Graham St.

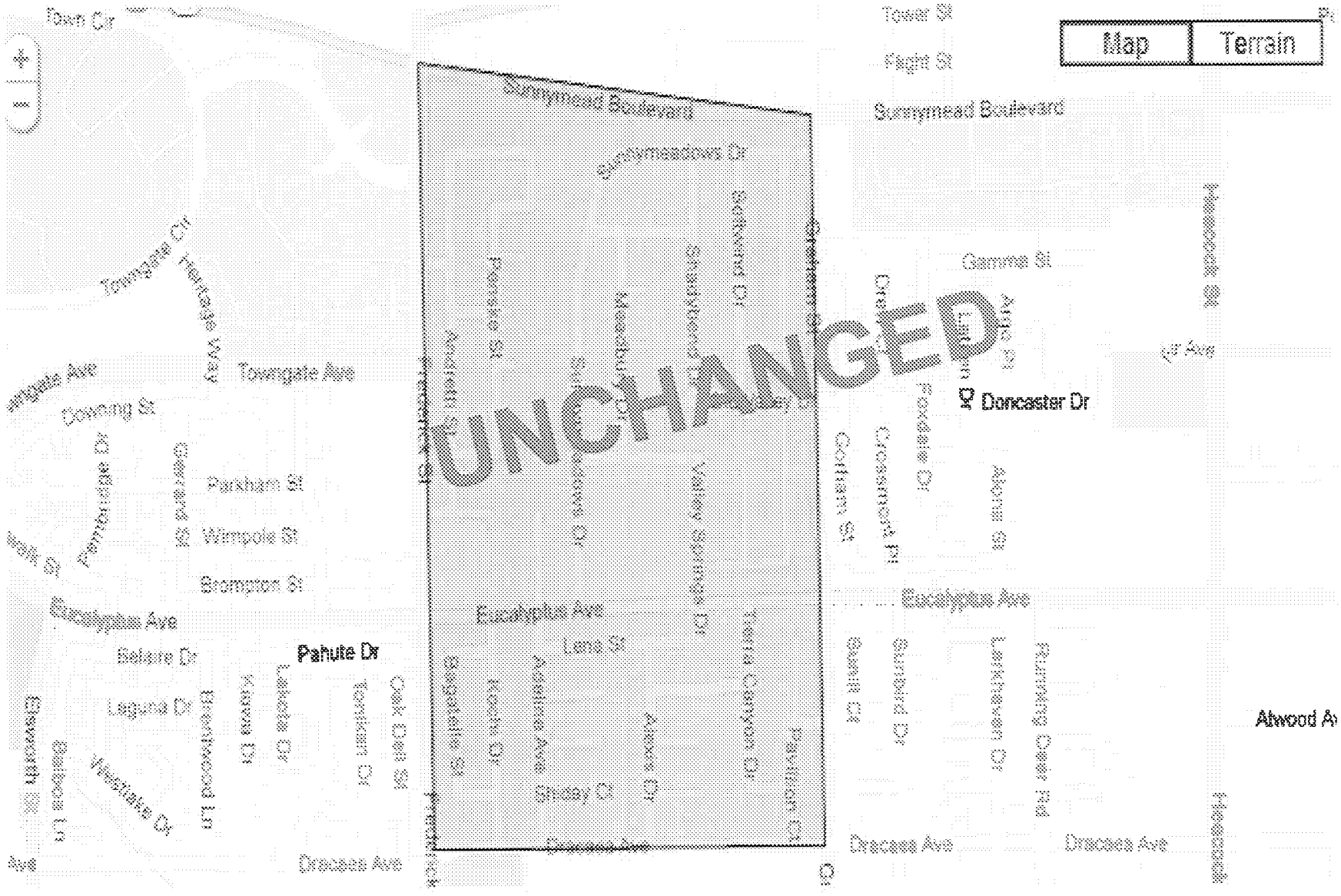

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Target Area 2- SFR
Kitching St., Eucalyptus Ave., Cottonwood Ave., Lasselle St.

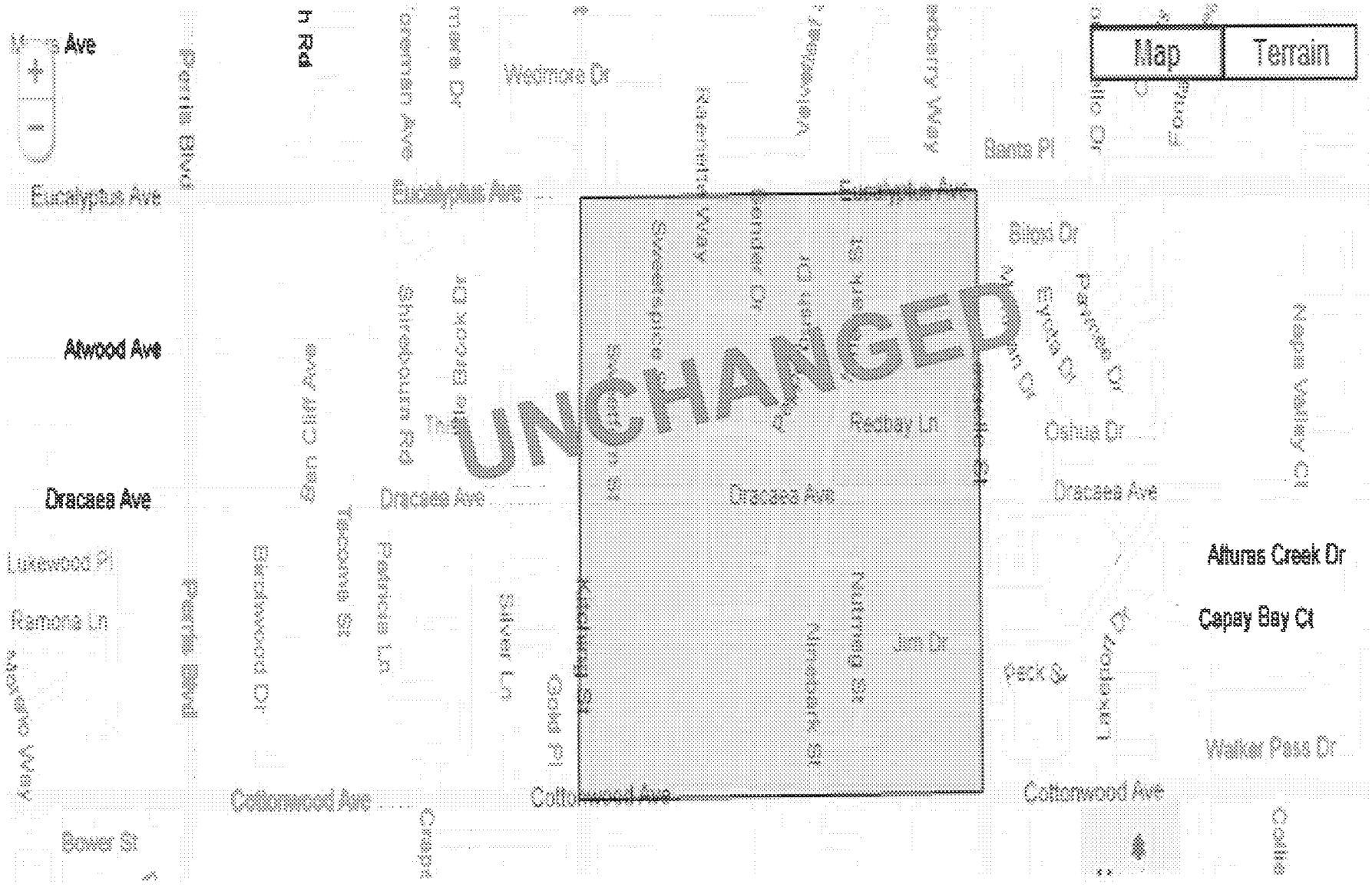

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Target Area 3- SFR
Sunnymead Blvd., Lasselle St., Kitching St., Eucalyptus Ave.
ELIMINATED WITH AMENDMENT #2

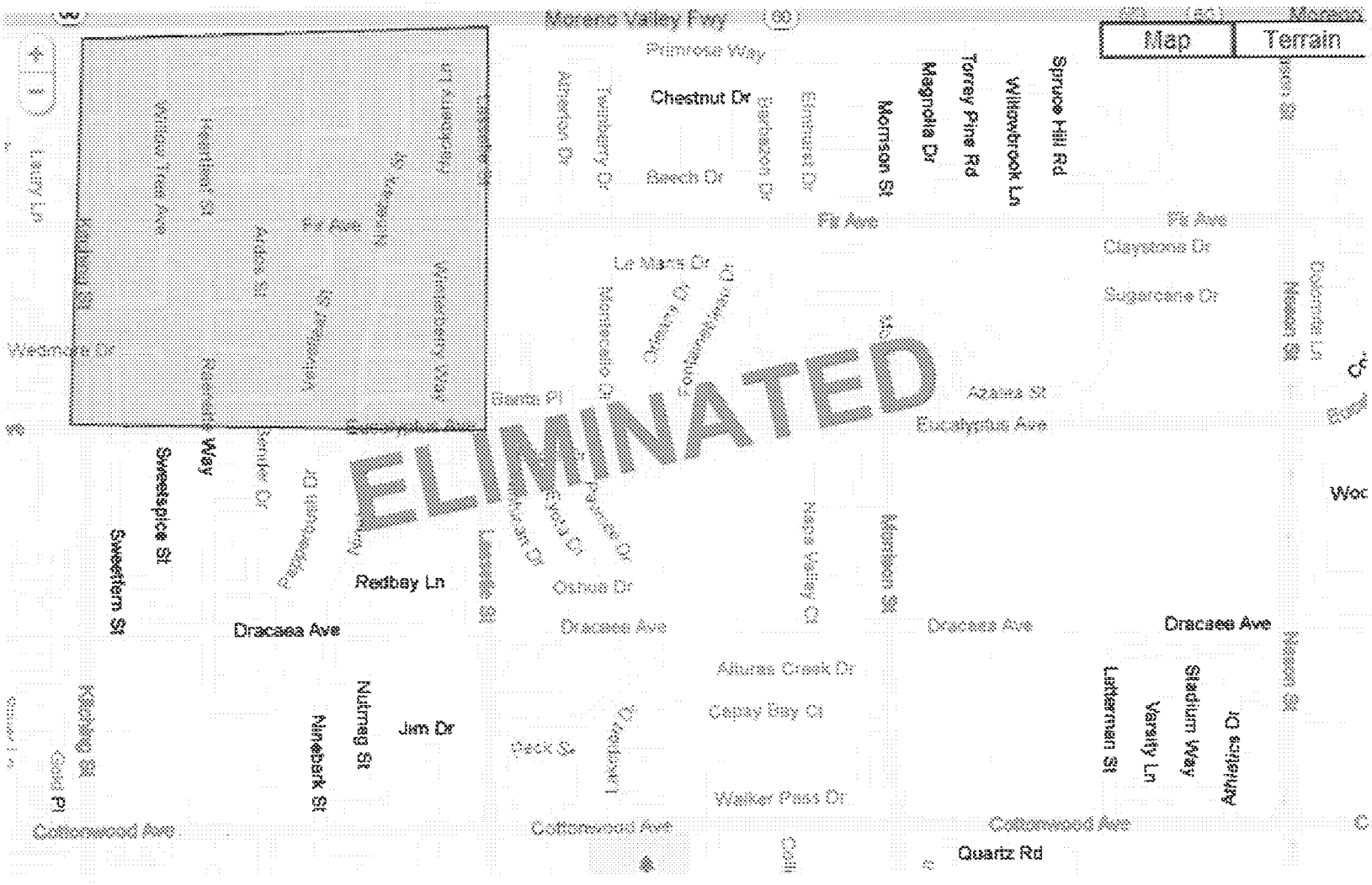

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Target Area 4- SFR
Cottonwood Ave., Morrison St., Bay Ave., Lasselle St.

MV00187368

Target Area 5- MFR
Perris Blvd., Filaree Ave., Sheila Ave., Gentian Ave.

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Target Area 6- AMENDED
Frederick St., Alessandro Blvd., Cottonwood Ave., Day St., Eucalyptus Ave.- - "EDGEMONT AREA"

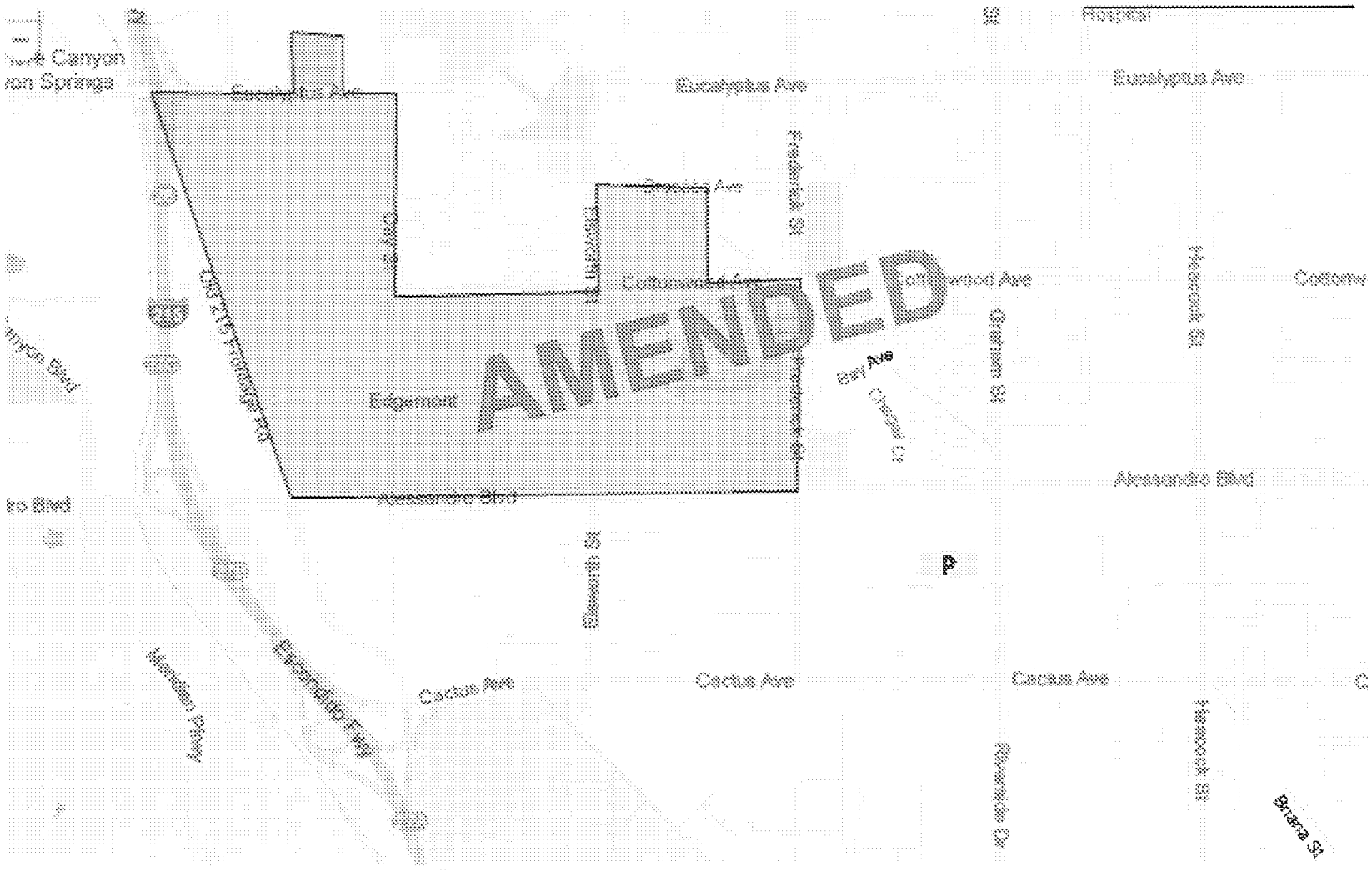

amended with Amendment #2

Target Area 7- MFR
Postal Ave. (e/o Heacock, w/o Indian)

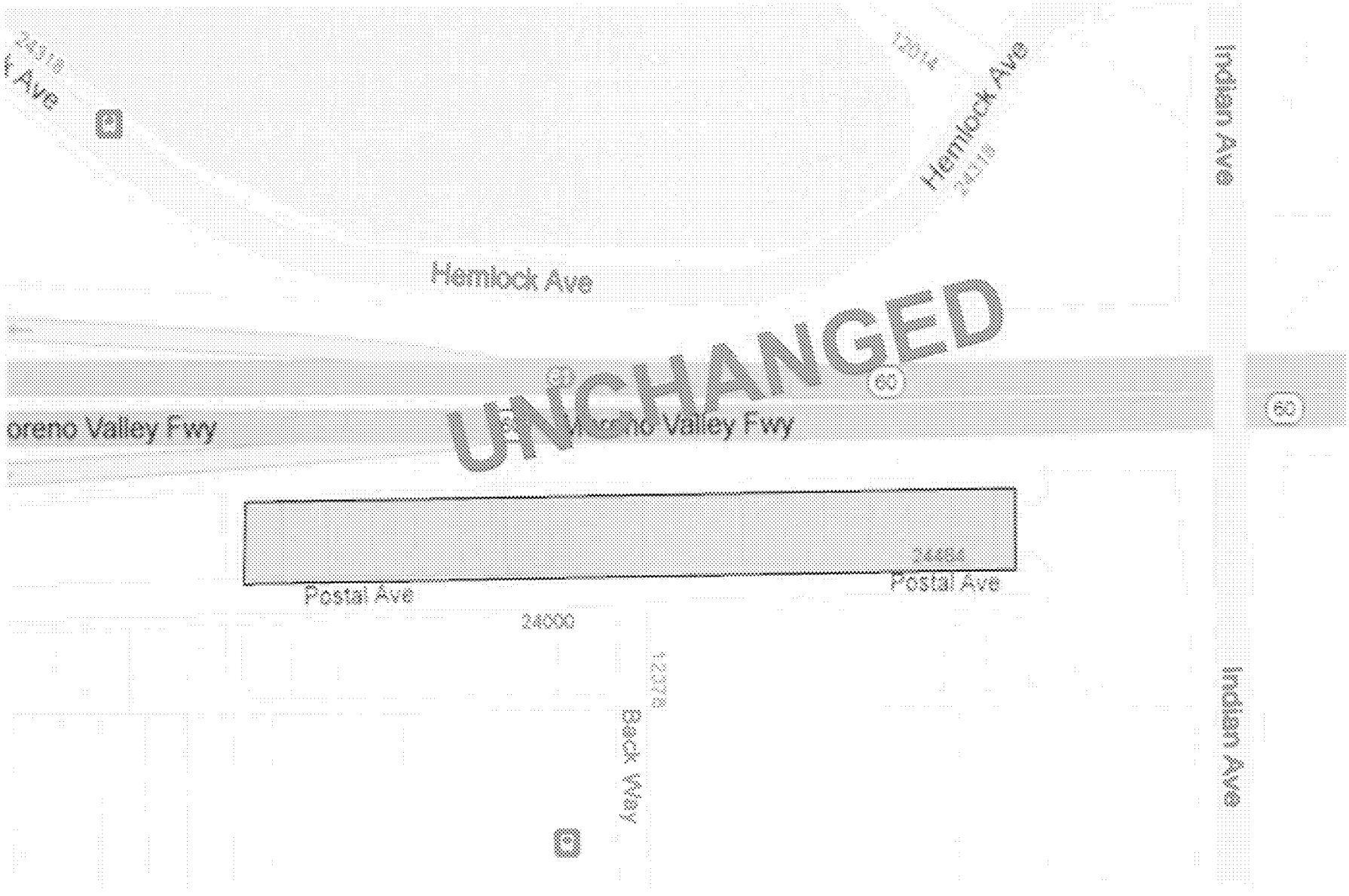

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RLH
CITY MANAGER	MO

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: December 11, 2012

TITLE: PUBLIC HEARING TO ADOPT SUBSTANTIAL AMENDMENT #2 TO THE FY 2012-2013 CDBG ANNUAL ACTION PLAN, AMENDMENT #2 TO THE NEIGHBORHOOD STABILIZATION PROGRAM 1 (NSP1)

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a Public Hearing to allow public comment on the proposed Substantial Amendment #1 to the FY 2012-2013 Annual Action Plan, Substantial Amendment #2 to the Neighborhood Stabilization Program 1 (NSP1).
2. Review and adopt the proposed Substantial Amendment #1 to the FY 2012-2013 Annual Action Plan, Substantial Amendment #2 to the Neighborhood Stabilization Program 1 (NSP1).
3. Approve the Revenue and Expense Appropriations in the amount of $3,515,740 and authorize the Financial & Administrative Services Director to process the adjustments.
4. Authorize the City Manager to reallocate grant funds between HUD-approved NSP1 grant activities.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On July 20, 2008, the federal government approved legislation that provides Community Development Block Grant (CDBG) funding to local governments to address the foreclosure crisis experienced across the nation. Under the Federal Housing and Economic Recovery Act (HERA) of 2008, $3.92 billion was being made available to states, counties, and cities in order to stabilize neighborhoods with a high percent of foreclosures, homes in default, and homes financed by sub-prime or adjustable rate loans.

HERA provided the City of Moreno Valley with a CDBG allocation of $11,390,116 to establish a Neighborhood Stabilization Program (NSP). The program required adherence to specific rules and regulations provided in the HERA statute and stated in a Federal Notice issued by the U.S. Department of Housing and Urban Development (HUD) on September 29, 2008. To officially secure the allocation, in November 2008 the City completed the NSP application, along with conducting a Public Hearing, and adopting the Substantial Amendment to the FY 2008-2009 Action Plan creating the NSP1 Program.

HUD required the City's Neighborhood Stabilization Program to meet certain criteria:

(1) It must be an 18-month program aimed at assisting low- to moderate-income households (those earning up to 120% of the area's median income).
(2) It must target the areas of the City most affected by foreclosures, vacant, and abandoned homes.
(3) 25% percentage of the grant must be used to address the needs of households earning no more than 50% of the area's median income (AMI).
(4) Program administration costs may not exceed 10% of the NSP allocation.
(5) NSP funds may <u>only</u> be used for a specific set of activities outlined in the table below:

The Housing, Economic, and Recovery Act of 2008 - Eligible Uses\Activities	
(a)	Establishment of financing mechanisms for the purchase and redevelopment of foreclosed homes and residential properties, including down payment assistance programs such as soft-seconds, loan loss reserves, and shared-equity loans for low and moderate income homebuyers. (INCLUDED IN THE NSP1 PROGRAM)
(b)	Purchase and rehabilitation of homes and residential properties that have been abandoned or foreclosed upon, in order to sell, rent, or redevelop, such homes and properties. (INCLUDED IN THE NSP1 PROGRAM)
(c)	Establishment of land banks for homes that have been foreclosed upon. (NOT INCLUDED IN THE NSP1 PROGRAM)
(d)	Demolishment of blighted structures. (NOT INCLUDED IN THE NSP1 PROGRAM)
(e)	Redevelopment of demolished or vacant properties. (NOT INCLUDED IN THE NSP1 PROGRAM)

At the time of program design, the City defined its NSP1 Program to include only three of the five Eligible Activities. The three primary activities of the program were determined to be Single-Family Residential Acquisition, Rehabilitation and Resale (SFR-ARR), Multi-Family Residential Acquisition, Rehabilitation and Rental (MFR-ARR), and Homebuyer Assistance Program (HAP). Each activity is detailed below:

Activity 1 – Single-Family Residential Acquisition, Rehabilitation and Resale of Single Family Homes (SFR-ARR)

Acquire foreclosed single-family residences and then rehabilitate and resell them to income eligible households earning up to 120% AMI. The City partnered with five residential developers. The five Development Partners acquired 43 single family properties. To date, 38 single-family properties have been resold to income-eligible households; the resales of the properties have generated approximately $3.5 million of Program Income, which is to be reapplied to the program.

Activity 2 – Multi-Family Residential Acquisition, Rehabilitation, and Rental (MFR-ARR)
Partner with a Community Housing Development Organization (CHDO), non- profit or other residential developer to acquire foreclosed multi-family properties, to undertake rehabilitation, and to rent all of the units to income eligible households. In collaboration with Mary Erickson Community Housing, the City was able to acquire two multi-family apartment buildings totaling 27 units. The units are currently under rehabilitation and will provide rental opportunities for households earning up to 50% Area Median Income.

Activity 3 – Homebuyer Assistance Program (HAP)
Modified the existing Homebuyer Assistance Program to meet NSP requirements. The program provides for down-payment assistance of up to 20% of the purchase price via a deferred, silent-second, 20-year, zero interest mortgage loan. The program was later modified (July 2011) to offer the benefit of loan forgiveness upon loan maturation. Because Moreno Valley already had a first time homebuyer down payment assistance program in place, it was immediately implemented upon receipt of the grant. The down payment assistance program is administered through local mortgage lenders. Since the inception of the NSP Program, the City has provided 7 households with HAP assistance.

Administrative/Planning Costs
The remaining 10% of the grant has been utilized for administration and planning purposes.

DISCUSSION

The City has successfully obligated 100% of the total NSP1 grant and has expended approximate $9.7 million (84%) of the grant. The 100% expenditure deadline of March 2013 is approaching. It is important to note that during the past 12 months, the real estate market has experienced significant changes in inventory with much fewer foreclosed or bank-owned homes. As a result, the acquisition opportunities for NSP

have diminished greatly. Comparatively speaking, the opportunities are not comparable to those at the commencement of the program. Nevertheless, the City retains the responsibility to continue the stabilization efforts as set forth by the NSP Program by expending the $3,515,740 million in Program Income (revenue generated from the resale of NSP properties); this amount includes $3,115,740 million of Program Income already received and approximately $400,000 estimated to be received through the resale of five units currently in escrow. Should the actual amount of revenues received fall short of the estimated $400,000, staff will adjust the revenues account accordingly. All Program Income that is generated will be used to administer the current program and newly created program activities. As the Program Income is generated, it will increase the overall grant amount.

To assist with the NSP efforts, staff is proposing to amend the program by modifying some of the program's acquisition criteria and augment the scope of Eligible Uses/Activities for the second phase of NSP1 through the expending of the generated Program Income. With Substantial Amendment #2 (Attachment 1), the City of Moreno Valley will remove the current subsidy limit of $56,000 and the minimum rehabilitation requirement of $15,000. Initially, the City's approach to property acquisition was to exclusively acquire properties that required substantial rehabilitation, while meeting the minimum 1% discount requirement and staying within the established subsidy limit. Given the changes in the real estate market, especially the limited availability of inventory, and virtually non-existent discounts provided by the banks, this approach has not been as successful recently as it had been in the past. The City and its Development Partners have found it extremely challenging to identify properties that meet all of the City's requirements will complying with the discount requirements as imposed by HUD. As a result, the program must be modified to allow more flexibility as acquisition opportunities become available.

In addition to modifying acquisition criteria, staff is proposing the addition of Eligible Uses/Activities that were not originally included in the program initially. The expansion requires a Substantial Amendment to the NSP1 application that must be approved by HUD. Staff would like to expand the program to include the following HUD-approved Eligible Uses/Activities. These activities will be funded with the Program Income that has and will continue to be generated through the program:

<u>Activity 4- Demolition</u>
Acquire and demolish blighted, unsafe and uninhabitable structures. The vacant parcels will be held in the land back for redevelopment at a later date.

<u>Activity 5- Land Banking</u>
Establish land bank(s) to hold homes and vacant parcels that have been foreclosed upon. The land bank will also hold parcels that were rendered vacant due to demolition activities achieved through Activity 4 listed above. All properties held in the land bank will be redeveloped at a later date.

Activity 6- Redevelopment

Used to accomplish the eventual redevelopment of properties held in the land bank and/or rendered vacant as a result of demolition. This activity is similar to what the City's former RDA accomplished.

The City is currently processing a Substantial Amendment to the NSP3 Application redefining some of its NSP3 Target Areas by eliminating one of the most underperforming areas that has not been conducive to the program's productivity. In addition, it is expanding the target areas that have the highest propensity for continued success.

This newly expanded area has been strategically selected and will fall under a larger, more comprehensive development plan area defined later by the city in a HUD-approved Neighborhood Revitalization Strategy Area (NRSA). This target area will encompass one of the City's foremost area of greatest need, the Edgemont Area. The Edgemont area is located at the westerly entrance of the City of Moreno Valley. While the NSRA exists, the City is currently developing a strategy specifically for the Edgemont Area, hereinafter referred to as "The Edgemont Plan". The Edgemont Plan will be an initiative that is an aimed coordination of public and private efforts and resources with the primary of objective of creating private development opportunities while creating new housing opportunities and stabilizing the current housing market in the area. The plan will be devised to be an interdepartmental and interagency collaboration focused on the remediation of the dilapidated and substandard infrastructure that currently serves as an impediment to the development and economic growth of the area.

Some of the revitalization activities to be implemented through the Edgemont Plan as concerted efforts performed by of various departments within the City:

- Organized Neighborhood Clean-ups
- Blight removal through Code Compliance/ Building & Safety Enforcement
- Maximization of land use and development opportunities through rezoning
- Acquisition/rehabilitation of foreclosed single and multi- family residential units for land banking, rental, or resale opportunities

The City's NSP Programs will be one of the components of the Edgemont Revitalization plan used to: 1) remove blight, 2) stimulate neighborhood redevelopment, and 3) create affordable and decent housing opportunities. The City will establish and operate a land bank to acquire, demolish, manage, assemble, and redevelop residential vacant land and/or properties that have been foreclosed upon; the properties held in the land bank will be held future redevelopment to occur before the expiration of the 10-year holding period.

The expansion of Eligible Uses C-E (Demolition, Land Banking, and Redevelopment) in the NSP1 Program will allow the City to leverage NSP1 activities/funds along with NSP 3 funds to fully implement the long-term revitalization of the Edgemont Area, while meeting expenditure deadlines and performance measures as established by HUD for NSP.

ALTERNATIVES

1. **Alternative 1**. Adopt Substantial Amendment #2 to the FY 12/13 Annual Action Plan, Amendment #2 to the Neighborhood Stabilization Program 1 (NSP1); approve the Revenue and Expense Appropriations and authorize the Financial & Administrative Services Director to process the adjustments; and authorize the City Manager to reallocate grant funds between HUD-approved NSP3 grant activities. **Staff recommends this action because it complies with housing goals as established by the 2008 Housing, Economic, and Recovery (HERA) Act and allows greater flexibility with administration of the NSP1 Program.**

2. **Alternative 2:** Decline to adopt Substantial Amendment #2 to the FY 12/13 Annual Action Plan, Amendment #2 to the Neighborhood Stabilization Program 1 (NSP1); decline to approve the Revenue and Expense Appropriations and decline to authorize the Financial & Administrative Services Director to process the adjustments; and decline to authorize the City Manager to reallocate grant funds between HUD-approved NSP3 grant activities. **Staff does not recommend this action because it would result in a failure to meet the housing goals established by 2008 Housing, Economic, and Recovery (HERA) Act requirements for the NSP1 Program and inhibit the flexibility needed to effectively administer the program.**

FISCAL IMPACT

The NSP funds are a HUD grant and do not require matching funds. Therefore, **THERE IS NO IMPACT TO THE GENERAL FUND**. The Federal Housing and Economic Recovery Act does allow for the leveraging of NSP funds with existing HOME or CDBG monies. The funds proposing to be utilized to fund the stated activities were generated as Program Income through the administration of the NSP1 Program. HERA requires Program Income to be reapplied to the NSP program and treated as additional funding, subject to the same expenditure criteria. Below is a summary of the NSP Program Income allocations, per activity.

Proposed Appropriations:

Type	NSP Activity	G/L Account	Project Account	Amount
Revenue	Program Income	2507-20-32-72701-485010	New project account to be created	$3,515,740
Expense	Activity 1, Single-Family Residential Acq./Rehabilitation/Resale (SFR-ARR)	2507-20-32-72703-733201	New project account to be created	$1,535,231
Expense	Activity 2, Multi-Family Residential Acq./Rehabilitation/Rental (MFR-ARR)	2507-20-32-72703-733201	New project account to be created	$778,935
Expense	Activity 3, Homebuyer Assistance Program (HAP)	2507-20-32-72703-733201	New project account to be created	$150,000
Expense	Activity 4, Demolition	2507-20-32-72703-733201	New project account to be created	$100,000
Expense	Activity 5, Land banking	2507-20-32-72703-733201	New project account to be created	$500,000
Expense	Activity 6, Redevelopment	2507-20-32-72703-733201	New project account to be created	$100,000
Expense	Administration Cap (10%)	2507-20-32-72703-733201	New project account to be created	$351,574

The funds added to Activities 1-3 are in addition to the initial grant fund allocations that have already been obligated and/or expended. The allocations for Activities 4-6, are being funded through the use of Program Income. Program Income generated during the administration of the program is added to the original grant amount, thereby increasing the overall grant budget.

Pursuant to NSP guidelines, 25% of the Program Income generated as a result of NSP activities is to be allocated to continue providing housing opportunities to the LH-25 population (households at or below 50% Area Median Income). The City's current NSP Program, services this population by providing affordable rental opportunities in multi-family residential settings. The City will continue to focus its efforts to serve the LH-25 population with rental opportunities and utilize Program Income to accomplish this.

Since budgets for the newly created activities do not exist, they will have to be created. During the migration from the One World Financial System to the LOGOS System the G/L accounts for each of the NSP activities were consolidated into one account; account number 2507-20-32-72701-733201. Since each activity is treated separately and distinct by HUD, each will need its own sub-account for tracking and reporting purposes, similar to the previous setup in One World. The separation of the accounts has not been completed; however, since a Revenue and Expense Appropriations will be required to fund the accounts as identified above, staff is requesting the approval of the Revenue and Expense Appropriations by Council now for processing at a later date (upon completion of account setup for each activity).

CITY COUNCIL GOALS

1. REVENUE DIVERSIFICATION & PRESERVATION

NSP funds will enhance the City's ability to stabilize housing and preserve City neighborhoods.

2. PUBLIC SAFETY

NSP activity will directly or indirectly help to provide a secure environment for by reducing the number of vacant and abandoned properties in the community.

3. COMMUNITY IMAGE, NEIGHBORHOOD PRIDE & CLEANLINESS

The NSP program will help to preserve, rehabilitate and improve the City's existing neighborhoods. Improving the street will also increase the attractiveness of the City to existing /potential residents, and retailers.

SUMMARY

Through the Housing and Economic Recovery Act of 2008, HUD provided emergency CDBG grants to states, cities, and counties to address the foreclosure crisis. The City of Moreno Valley had been allocated $11,390,116 to implement an 18-month Neighborhood Stabilization Program (NSP) aimed at assisting low- to moderate-income households, while targeting the City's areas most affected by foreclosures. Since 2009, the City of Moreno Valley has been implementing NSP Program and has made substantial progress meeting obligation and expenditure deadlines. To date the City has obligated 100% of the initial grant funds and has expended approximately 84% of the total grant funds. With Development Partners, the City has acquired 43 single family residential units and resold 38 of them to income-eligible households. From the proceeds of the sales, approximately $3.5 million dollars of Program Income has been generated. Pursuant to NSP guidelines, Program Income must be reapplied to the implementation of the program. Since the commencement of the program, the Moreno Valley real estate market has experienced changes that have affected available scope of the eligible activities by amending the program design to include the following activities:

- **Demolition**
- **Land Banking**
- **Redevelopment**

The funding of the new activities will be from Program Income that has been generated through program implementation. The expansion of the program, will allow for continued successful program administration.

NOTIFICATION

Notice of this meeting was published in the Press-Enterprise newspaper on October 29, 2012. A copy of the draft NSP3 amendment was also available on the City website for public review and comment. The official 15 day public review period occurred from October 29 to November 12, 2012. Respondents were given the opportunity to provide comments via email, telephone, and fax.

ATTACHMENTS/EXHIBITS

ATTACHMENT A Substantial Amendment #2 to NSP1 Application

Prepared By:
Shanikqua Freeman
Housing Program Coordinator

Department Head Approval:
Barry Foster
Community & Economic Development Director

Concurred By:
Dante G. Hall
Business Support & Neighborhood
Programs Administrator

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

AMENDMENT #2 TO THE NSP1 SUBSTANTIAL AMENDMENT

DECEMBER 11, 2012

Jurisdiction(s): City of Moreno Valley **Jurisdiction Web Address:** http://www.moval.org/resident_services/housing/index_housing.shtml **Mailing Address:** 14177 Frederick St. Moreno Valley, CA 92553	**NSP Contacts:** Dante G. Hall Redevelopment & Neighborhood Programs Administrator Shanikqua Freeman Housing Program Coordinator **Telephone:** (951) 413-3450 **Fax:** (951) 413-3459 **Email:** danteh@moval.org shanikquaf@moval.org
Grant Number: B-08-MN-06-0513	

I. Amendment to Approved Eligible Uses/Activities

Pursuant to the Housing, Economic, and Recovery Act of 2008, Eligible Uses/Activities of NSP funds are as follows:

The Housing, Economic, and Recovery Act of 2008 - Eligible Uses/Activities	
(a)	Financing Mechanisms - Establishment of financing mechanisms for the purchase and redevelopment of foreclosed homes and residential properties, including down payment assistance programs such as soft-seconds, loan loss reserves, and shared-equity loans for low and moderate income homebuyers.
(b)	Acquisition/Rehabilitation - Purchase and rehabilitation of homes and residential properties that have been abandoned or foreclosed upon, in order to sell, rent, or redevelop, such homes and properties.
(c)	Land banking - Establishment of land banks for homes that have been foreclosed upon.
(d)	Demolition - Demolishment of blighted structures.
(e)	Redevelopment - Redevelopment of demolished or vacant properties.

In the original NSP1 Substantial Amendment, the City of Moreno Valley indicated that the scope of its NSP Program activities would be limited to Eligible Uses A (Financing Mechanisms) and B (Acquisition/Rehabilitation), as defined above. Since the commencement of the NSP1 Program, the City has successfully committed 100% of its $11,390,116 grant allocation and has expenditure approximately $9.7 million (84%). To

date, the City is on schedule to expend the totality of the initial grant funds by the March 2013 expenditure deadline.

During the course of program administration, the City has generated approximately $3.1 million in Program Income and is anticipating an additional $400,000 in Program Income with the five single family properties currently in escrow. Pursuant to NSP guidelines, the Program Income will be reapplied into the program to continue neighborhood stabilization efforts. Given recent changes in the local Moreno Valley real estate market which has drastically affected inventory availability, staff is proposing to refine the program in the efforts to continue its success, while being able to respond to the changes and challenges present in the currently market.

Staff is proposing to modify some of the program's parameters and augment the scope of Eligible Uses/Activities for the second phase of NSP1 through the expending of the generated Program Income. With this amendment, the City of Moreno Valley is proposing to remove the current subsidy limit of $56,000 and the minimum rehabilitation requirement of $15,000. Initially, the City's approach to property acquisition was to exclusively acquire properties that required substantial rehabilitation, while meeting the minimum 1% discount requirement and staying within the established subsidy limit. Given the changes in the real estate market, especially the limited availability of inventory, and virtually non-existent discounts provided by the banks, this approach has not been as successful recently as it had been in the past. The City and its Development Partners have found it extremely challenging to identify properties that meet all of the City's requirements will complying with the discount requirements as imposed by HUD. As a result, the program will be modified to allow more flexibility as acquisition opportunities become available.

The City of Moreno Valley is also proposing the inclusion of Eligible Uses C through E (as defined above) into its NSP 1 Program. The City is currently redefining some of its NSP3 Target Areas by eliminating one of the most underperforming areas that has not been conducive to the program's productivity. In addition, it is expanding the target areas that have the highest propensity for continued success. This newly expanded area has been strategically selected and falls under a larger, more comprehensive development plan area defined by the city in a HUD-approved Neighborhood Revitalization Strategy Area (NRSA). This target area will encompass the City's foremost area of greatest need, known as the Edgemont Area. The Edgemont area is located at the westerly entrance of the City of Moreno Valley. Due to its locale, Edgemont is commonly referred to as a gateway into the city.

While the NSRA exists, the City is currently developing a strategy specifically for the Edgemont Area, hereinafter referred to as "The Edgemont Revitalization Plan". The Edgemont Revitalization Plan will be an initiative that is an aimed coordination of public and private efforts and resources with the primary of objective of creating private development opportunities while creating new housing opportunities and stabilizing the current housing market in the area. The plan will be devised to be an interdepartmental and interagency collaboration focused on the remediation of the dilapidated and substandard infrastructure

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that currently serves as an impediment to the development and economic growth of the area.

Revitalization activities to be implemented through the Edgemont Revitalization Plan as concerted efforts performed by of various departments within the City:

- Organized Neighborhood Clean-ups
- Blight removal through Code/ Building & Safety Enforcement
- Maximization of land use and development opportunities through rezoning
- Acquisition/rehabilitation of foreclosed single and multi- family residential units for land banking, rental or resale opportunities

The City's NSP Programs (both NSP1 and NSP3) will be one of the components of the Edgemont Revitalization Plan used to: 1) remove blight, 2) stimulate neighborhood redevelopment, and 3) create affordable and decent housing opportunities for earning up to 120% Area Median Income. The City will establish and operate a land bank to acquire, demolish, manage, assemble, and redevelop residential vacant land and/or properties that have been foreclosed upon; the properties held in the land bank will be held future redevelopment to occur before the expiration of the 10-year holding period. **Please note: properties to be held in the land bank will not be exclusive to the Edgemont area. Eligible acquisitions in approved NSP Target Areas will also continued to be pursued and held in the City's land bank.**

The City will identify properties for the purposes of land banking based upon the following criteria, foreclosed and:

- Undeveloped/vacant parcels, and/or;
- Irregularly shaped, small, undevelopable parcels requiring assembly for development, and/or;
- Parcels with blighted and uninhabitable structures requiring demolish.

During the holding period the properties will be secured, maintained, and insured by city. The costs of the management of the properties will be absorbed by NSP grant funds until the expiration of the grant. Upon expiration, Program Income generated through the other NSP eligible activities, will be used to ensure the continued and effective management of the land banked inventory.

The inclusion of Eligible Uses C-E in the NSP1 Program will allow the City to leverage NSP1 activities/funds with NSP 3 activities/funds – as well as other available funding sources – to implement the long-term revitalization development plan for the Edgemont Area, while meeting expenditure deadlines and performance measures as established by HUD.

II. Eligible Uses/Activities Allocations

Pursuant to NSP guidelines, 25% of the Program Income generated as a result of NSP activities is to be allocated to continue providing housing opportunities to the LH25

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population, which are households at or below 50% Area Median Income. The City's current NSP Program, services this population by providing affordable rental opportunities in multi-family residential settings. The City will continue to focus its efforts to serve LH25 with rental opportunities. The City would like to fund the existing Eligible Activities (SFR-ARR, MFR-ARR, and HAP) and newly added Eligible Activities (Demolition, Land banking, and Redevelopment).

Since the current condition of the Edgemont area is not conducive to development, the ability to acquire properties now via an established land bank using NSP funds- and other available resources- and redevelop the properties at a later date is imperative to the future vitality, growth, and stabilization of the area.

The chart below summarizes how the funds generated from Program Income that will be used for each activity:

NSP BUDGET	Program Income Allocations
NSP1 PROCEEDS FROM SALES *	**$3,515,740**
NSP3-Activity 1, Single-Family Residential Acq./Rehabilitation/Resale (SFR-ARR)	$1,535,231
NSP3-Activity 2, Multi-Family Residential Acq./Rehabilitation/Rental (MFR-ARR)**	$778,935
NSP3-Activity 3, Homebuyer Assistance Program (HAP)	$150,000
NSP3-Activity 4, Demolition	$100,000
NSP3-Activity 5, Land banking	$500,000
NSP3-Activity 6, Redevelopment	$100,000
NSP3 Administration Cap (10%)	$351,574
Total Proposed Allocations* **	**$3,515,740**

*Amount of Proceeds from Sales includes $400,000 of estimated revenue projected to be generated by the remaining 5 SFR units currently in escrow.
**Activity 2, MFR-ARR will, by default, receive no less than 25% of PI generated
***Allocations by activity are subject to change, if adjustments exceed 20% a Substantial Amendment will be processed

The funding allocations above represent Program Income increases to the initial activity budgets funded through by the original grant funds.

III. Public Comment

To meet the public noticing requirement, a copy of the draft substantial amendment will be posted on the City of Moreno Valley's website www.moval.org for 15 days from November 26, 2012 through December 10, 2012. A Public Notice was advertised in the Press-Enterprise newspaper on November 14, 2012. Public comments will be accepted until 4 p.m. on December 10, 2012. All comments may be submitted via email at NP@moval.org, phone at (951) 413-3450, or fax at (951) 413-3459.

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IV. Summary to Public Comments Received

The summary of public comments will be included as an attachment.

CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

a) Report by Mayor Richard A. Stewart on Joint Powers Commission (MJPC)

APPROVALS	
BUDGET OFFICER	Caf
CITY ATTORNEY	
CITY MANAGER	<CityManager>

Report to City Council

TO: Mayor and City Council acting in its capacity as the Legislative Body for Community Facilities District No. 4-Improvement

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: December 11, 2012

TITLE: DISSOLUTION OF COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE OF THE CITY OF MORENO VALLEY

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Acting as the legislative body of Community Facilities District No. 4-Infrastructure of the City of Moreno Valley introduce Ordinance No. 856 ordering the dissolution of CFD No. 4-Infrastructure and the recordation of an amendment to the Notice of Special Tax Lien and repeal of Ordinance 821.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

On May 24, 2005, the City Council approved the Acquisition/Financing Agreement ("Agreement") among the City of Moreno Valley ("City"), acting on behalf of itself and Community Facilities No. 4-Infrastructure ("CFD No. 4-I" or "District") and Ridge Property Trust. The Agreement sets forth the legal obligations among all parties regarding their participation in the formation of CFD No. 4-I, land use entitlements, description of the improvements to be acquired by the City, general guidelines for the construction bidding process, method of payments and ownership/transfers of the public improvements to the City of Moreno Valley.

On September 13, 2005, the City Council adopted the following resolutions for CFD No. 4-I:

- Resolution No. 2005-89 to approve the Boundary map showing the boundaries of CFD No. 4-I;
- Resolution No. 2005-90 to declare the intention to form the District and authorization to levy a special tax to finance the acquisition and construction of certain public improvements; and
- Resolution No. 2005-91 to declare the necessity to incur a bonded indebtedness to be secured by special taxes to pay for the acquisition and construction of the defined public improvements;

On October 25, 2005, the City Council conducted the Public Hearing and took the following actions:

- Approved and adopted Resolution No. 2005-94 forming and establishing Community Facilities District No. 4-I of the City of Moreno Valley and authorizing submittal of the levy of special taxes;
- Approved and adopted Resolution No. 2005-95 determining the necessity to incur a bonded indebtedness for Community Facilities District No. 4-I of the City of Moreno Valley;
- Approved and adopted Resolution No. 2005-96 declaring the results of a special election in such community facilities district; and
- Introduced Ordinance No. 696 authorizing the levy of a special tax in such community facilities district.

On January 8, 2008, the City Council adopted the following documents related to the annexation of territory for CFD No. 4-I:

- Approved and adopted Resolution No. 2008-03 authorizing submittal of the levy of special taxes for Community Facilities District No. 4-I Annexation No. 1 of the City of Moreno Valley; and
- Approved and adopted Resolution No. 2008-04 declaring the results of a special election in such community facilities district; and
- Introduced Ordinance No. 765 authorizing the levy of a special tax in such annexed territory to the community facilities district.

On December 14, 2010, the City Council adopted Resolution 2010-106 authorizing the proposed modifications to the rate and method of apportionment.

On January 11, 2011, the City Council introduced Ordinance No. 821 authorizing the levy of a special tax in such community facilities district pursuant to the amended and restated rate and method of apportionment (RMA).

DISCUSSION

At the October 25, 2005, Public Hearing, the City Council conducted the special election and formed CFD No. 4-I to allow the property owner to finance public improvements through the issuance of CFD bonds. Ordinance No. 821 was later introduced authorizing the levy of a special tax in CFD No. 4-I, pursuant to the amended and restated RMA.

In a request submitted to the City on October 9, 2012, the duly authorized representatives of Ridge Property Trust, a Maryland real estate investment trust (the "Trust"), Ridge Moreno Valley, LLC, a Delaware limited liability company ("Ridge Moreno Valley"), Ridge MV Lot 3, and the IIT Inland Empire Logistics Center (collectively the "Owner"), the property owners within CFD No. 4-I, expressed the desire to initiate proceedings to dissolve CFD No. 4-I. The executed Request for and Consent to Dissolution was received by the City on October 11, 2012 and is included as an attachment to this staff report. As part of the request, the Owner has requested the dissolution of CFD No. 4-I along with the filing of an Amended Notice of Special Tax Lien to remove any special tax liens from the properties located within CFD No. 4-I. No Bonds have been issued for CFD No. 4-I and no special taxes have been levied by the City.

ALTERNATIVES

1. **Introduce** an ordinance ordering the dissolution of CFD No. 4-I, the repeal of Ordinance No. 821, and the recordation of an Amendment to the Notice of Special Tax Lien for CFD No. 4-I. *Dissolving CFD No. 4-I will eliminate the use of CFD financing for beneficial infrastructure for the property.*

2. **Do not Introduce** the proposed ordinance or repeal Ordinance No. 821. *This alternative may delay the development and occupancy of the property.*

FISCAL IMPACT

There is no General Fund impact by the City Council's introduction of the ordinance. Along with the request for dissolution, a deposit was received by the property owners to pay for costs associated with the dissolution process. The property owner shall continue to be responsible for cost related to the dissolution of CFD No. 4-I and the installation of any improvements as required through their conditions of approval.

CITY COUNCIL GOALS

Public Facilities and Capital Projects
The dissolution of the CFD No. 4-I will allow the property owner to fund the development of the necessary public improvements through alternative financing methods, once the special tax liens have been removed.

SUMMARY

In 2005, at the request of the property owners within CFD No. 4-I, the City Council adopted the necessary resolutions for the formation of the District. The City Council also adopted Ordinance 821 authorizing the levy of a special tax within CFD No. 4-I. In October 2012, the Owner of parcels located within CFD No. 4-I submitted an executed Request for and Consent to Dissolution to initiate proceedings to dissolve CFD No. 4-I.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1: Property Owner Request for and Consent to the Dissolution

Attachment 2: Map of the Boundaries of Community Facilities District No. 4-I

Attachment 3: CFD No. 4-I Report

Attachment 4: An ordinance of the City Council of the City of Moreno Valley California, dissolving Community Facilities District No. 4-Infrastructure of the City of Moreno Valley and ordering the recordation of an amendment to the notice of special tax lien related to such district and repealing Ordinance No. 821

Attachment 5: Amendment to the Notice of Special Tax Lien

Prepared by:
Marshall Eyerman,
Special Districts Program Manager

Department Head Approval:
Ahmad R. Ansari, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace Cassel,
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

CITY OF MORENO VALLEY
COMMUNITY FACILITIES DISTRICT NO. 4 - INFRASTRUCTURE

REQUEST FOR AND CONSENT TO DISSOLUTION OF COMMUNITY FACILITIES DISTRICT NO. 4 - INFRASTRUCTURE OF THE CITY OF MORENO VALLEY AND ACKNOWLEDGEMENT AND WAIVER RELATED THERETO

TO: CITY COUNCIL
CITY OF MORENO VALLEY, CALIFORNIA

The undersigned do hereby CERTIFY under penalty of perjury, that the following statements are all true and correct:

PROPERTY OWNER ACKNOWLEDGEMENT AND REQUEST

1. The undersigned are duly authorized representatives of Ridge Property Trust, a Maryland real estate investment trust (the "Trust"), Ridge Moreno Valley, LLC, a Delaware limited liability company ("Ridge Moreno Valley"), Ridge MV Lot 3, and the IIT Inland Empire Logistics Center (collectively the "Owner"), the owner of that certain real property identified in Attachment A attached hereto and incorporated herein by this reference ("Owner's Property"), and is legally authorized to make the representations and the request, give the acknowledgments and the consents and provide the waivers contained herein on behalf of the Owner.

2. Owner has been informed and is aware of and understands that:

(a) the City Council of the City of Moreno Valley (the "City"), acting pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code (the "Act") (all Section references herein shall be to the California Government Code unless specified otherwise), established Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley (the "Community Facilities District" or "CFD") on October 25, 2005, by the adoption of Resolution No. 2005-94 (the "Resolution of Formation") by the City Council of the City (the "City Council") for the purpose of financing certain authorized public facilities as described in the Resolution of Formation (the "Facilities") and authorized, subject to the approval of the qualified electors of the Community Facilities District, the levy of special taxes pursuant to the rate and method of apportionment thereof as set forth in the Resolution of Formation (the "Original Rate and Method");

(b) on such date, the City Council also adopted Resolution No. 2005-95 determining the necessity to incur a bonded indebtedness for the Community Facilities District in a principal amount not to exceed $16,000,000 to be secured by the levy of such special taxes (the "Bond Authorization") and submitted to the qualified electors of the Community Facilities District separate ballot propositions to authorize the levy of special taxes within the Community Facilities District pursuant to the Original Rate and Method

and to authorize the Community Facilities District to incur a bonded indebtedness not to exceed the Bond Authorization;

(c) on such date, the qualified electors of the Community Facilities District voted to approve (a) the levy of the special taxes pursuant to the Original Rate and Method and (b) the bonded indebtedness of the Community Facilities District not to exceed the Bond Authorization;

(d) Ridge Moreno Valley, LLC ("Ridge Moreno Valley") was the owner of all of the property within the Community Facilities District at the time of formation thereof;

(e) on November 8, 2005, the City Clerk, acting pursuant to the Act, caused the recordation of a Notice of Special Tax Lien in the official records of the County of Riverside (the "County") as Document No. 2005-0925946 (the "Original Notice of Special Tax Lien") giving notice of the imposition, by the recordation of such notice, of a lien on the taxable property within the Community Facilities District to secure the payment of the special taxes authorized to be levied pursuant to the Original Rate and Method;

(f) in conjunction with the proceedings to form the Community Facilities District, the City, acting for and on behalf of itself and the Community Facilities District, and the Trust entered into an Acquisition/Financing Agreement executed on May 26, 2005, which agreement was subsequently amended by the parties thereto on three occasions (as amended, the "Agreement" or "AFA"), to establish the terms and conditions pursuant to which the Trust would construct or cause the construction of the Facilities (the Facilities are defined in the Agreement as the "Improvements") and would, upon the formation of the Community Facilities District, the subsequent sale of bonds by the Community Facilities District and the completion of the construction of such Facilities, be entitled pursuant to the provisions of the Agreement to be paid for the Facilities at the prices determined by the City pursuant to the Agreement;

(g) Pursuant to the terms and conditions of the AFA, upon the formation of CFD No. 4 - Infrastructure and the subsequent sale of the Special Tax Bonds the proceeds of which are authorized to be utilized to acquire the Improvements identified in Exhibit A of the AFA and the Owner shall be entitled pursuant to the provisions of the AFA to be paid the Purchase Price (as defined in the AFA) for such Improvements.

(h) Pursuant to the terms and conditions of the AFA, the Owner agrees to transfer to the City each of the Improvements (as defined in the AFA) and CFD No. 4 – Infrastructure agrees to pay the Purchase Price (as defined in the AFA) for such Improvements. The AFA further provides that the Purchase Price of such Improvements is to be paid solely from the proceeds of the Special Tax Bonds sold and issued by CFD No. 4 - Infrastructure and shall not be obligated to pay to Owner the Purchase Price for any such Improvements except from the proceeds of such the Special Tax Bonds.

(i) on November 27, 2007, the City Council, acting as the legislative body of the Community Facilities District, initiated proceedings at the request of Ridge Moreno Valley, as the owner of certain territory located outside the Community Facilities District ("Annexation Area No. 1"), to annex such territory to the Community Facilities District;

(j) on January 8, 2008, the City Council adopted Resolution No. 2008-03 making certain determinations pertaining to the proposed annexation and submitted to qualified electors of Annexation Area No. 1 a ballot proposition to authorize the levy of special taxes within Annexation Area No. 1 pursuant to a separate rate and method of apportionment applicable to Annexation Area No. 1 (the "Annexation Area No. 1 Rate and Method");

(k) on January 8, 2008, the qualified electors of Annexation Area No. 1 voted to approve the levy of special taxes within Annexation No. 1 pursuant to the Annexation Area No. 1 Rate and Method and following such vote, the City Council adopted Resolution No. 2008-04 declaring the annexation of the Annexation Territory to the Community Facilities District;

(l) on January 17, 2008, the City Clerk, acting pursuant to the Act, caused the recordation of an Amendment to Notice of Special Tax Lien in the official records of the County as Document No. 2008-0027496 (the "Amendment to Notice of Special Tax Lien") giving notice of the imposition of a lien on the taxable property within Annexation Area No. 1 to secure the payment of the special taxes authorized to be levied pursuant to the Annexation Area No. 1 Rate and Method;

(m) on November 9, 2010, the City Council, acting as the legislative body of the Community Facilities District, initiated proceedings at the request of the owners of the property within the Community Facilities District to modify the Original Rate and Method and the Annexation Area No. 1 Rate and Method to authorize the levy of special taxes throughout the Community Facilities District pursuant to an amended and restated rate and method of apportionment of such special taxes (the "Amended and Restated Rate and Method");

(n) on December 14, 2010, the qualified electors of the Community Facilities District voted to approve the levy of special taxes throughout the Community Facilities District (the "Special Taxes") pursuant to the Amended and Restated Rate and Method;

(o) on December 15, 2010, the City Clerk, acting pursuant to the Act, caused the recordation of a Second Amendment to Notice of Special Tax Lien in the official records of the County as Document No. 2010-0602591 (the "Second Amendment to Notice of Special Tax Lien" and together with the Original Notice of Special Tax Lien and the Amendment to Notice of Special Tax Lien, the "Notice of Special Tax Lien") giving notice that the Original Notice of Special Tax Lien and the Amendment to Notice of Special Tax Lien were amended by the recordation of such Second Amendment to Notice of Special Tax Lien by modifying the rate and method of apportionment of the Special Taxes as set forth in the Original Notice of Special Tax Lien and the Amendment to Notice of Special Tax Lien to incorporate the Amended and Restated Rate and Method;

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(p) on March 8, 2011, the City Council, acting as the legislative body of the Community Facilities District, adopted Resolution No. 2011-21 (the "Resolution of Issuance") authorizing the issuance of not to exceed $10,000,000 Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "2011 Bonds") to finance the acquisition of the Facilities;

(q) the 2011 Bonds were to be secured by and payable from the Special Taxes; and

(r) the 2011 Bonds have not been issued;

3. Owner, on behalf of itself and its members, successors and/or assigns, hereby irrevocably requests that the City dissolve CFD No. 4 – Infrastructure and any liens established by the recordation of the Notice of Special Tax Lien (the "Dissolution Request").

4. In making the Dissolution Request, the Owner, on behalf of itself and its members, successor and/or assigns:

(a) voluntarily and knowingly waives any and all Owner's rights and benefits to which Owner may be contractually entitled pursuant to the AFA including, but not limited to, payment by the City and/or CFD No. 4 - Infrastructure, of the Purchase Price for the Improvements, or any portion thereof, from the proceeds of the Special Tax Bonds or the Special Taxes or any other source of funds of the City and/or CFD No. 4 – Infrastructure ("Owner's AFA Waiver");

(b) voluntarily and knowingly waives all obligations, if any, of the City and/or CFD No. 4 - Infrastructure to issue the Special Tax Bonds or to levy the Special Taxes within CFD No. 4 - Infrastructure;

(c) voluntarily and knowingly waives any protest, complaint or legal action of any nature whatsoever against the City and/or CFD No. 4 - Infrastructure pertaining to the dissolution of CFD No. 4 - Infrastructure and any liens established by the recordation of the Notice of Special Tax Lien, the failure to issue the Special Tax Bonds or to levy the Special Taxes, or any combination thereof; and

(d) acknowledges and understands that the making of this Dissolution Request and the provision of Owner's AFA Waiver and the subsequent dissolution of CFD No. 4 - Infrastructure and the dissolution of any liens established by the recordation of the Notice of Special Tax Lien, does not in any way whatsoever absolve, terminate, extinguish, reduce or otherwise modify the obligation of the Owner or any successor or assign of the Owner as the owner of the Owner's Property to construct the public improvements required by the City, the County or any other public agency as a condition of approval of the development of the Owner's Property.

5. Owner has had a reasonable opportunity to consult with and to be advised by Owner's legal counsel regarding the matters contained in this document and the attachments hereto.

This REQUEST FOR AND CONSENT TO DISSOLUTION OF COMMUNITY FACILITIES DISTRICT NO. 4 - INFRASTRUCUTRE AND ACKNOWLEDGEMENT AND

MV00187394

WAIVER was executed this 9th day of October, 2012, in Long Beach, California.

Ridge Property Trust, a Maryland real estate investment trust

By: _____

Name: Dennis S. Rice

Its: President

Ridge Moreno Valley, LLC, a Delaware limited liability company

By: _____

Name: Dennis S. Rice

Its: President

IIT Inland Empire Logistics Center LP, a Delaware limited partnership

By: IIT Inland Empire Logistics Center GP LLC, a Delaware limited liability company, its general partner

By: IIT Inland Empire Logistics Center Trust, a Maryland trust, its sole member

By: _____

Name: Scott Rechler

Its: Sr. Vice President

Ridge MV Lot 3, LLC

By: Ridge Property Trust, a Maryland real estate investment trust, its managing member

By: _____

Name: Dennis S. Rice

Its: President

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ATTACHMENT A

DESCRIPTION OF OWNER'S PROPERTY

Owner's Property is that real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

Assessor's Parcel Number	Parcel Owner
297-170-027	Ridge Moreno Valley
297-170-064	Ridge Moreno Valley
297-170-065	Ridge Moreno Valley
297-170-067	IIT Inland Empire Logistics Center
297-170-068	IIT Inland Empire Logistics Center
297-170-069	IIT Inland Empire Logistics Center
297-170-072	IIT Inland Empire Logistics Center
297-170-075	Ridge Moreno Valley
297-170-076	Ridge Moreno Valley
297-170-078	Ridge Moreno Valley
297-170-082	Ridge MV Lot 3

ATTACHMENT 2

PROPOSED BOUNDARY OF

COMMUNITY FACILITIES DISTRICT No. 4 OF THE CITY OF MORENO VALLEY

(CENTERPOINTE BUSINESS PARK – INFRASTRUCTURE)

COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

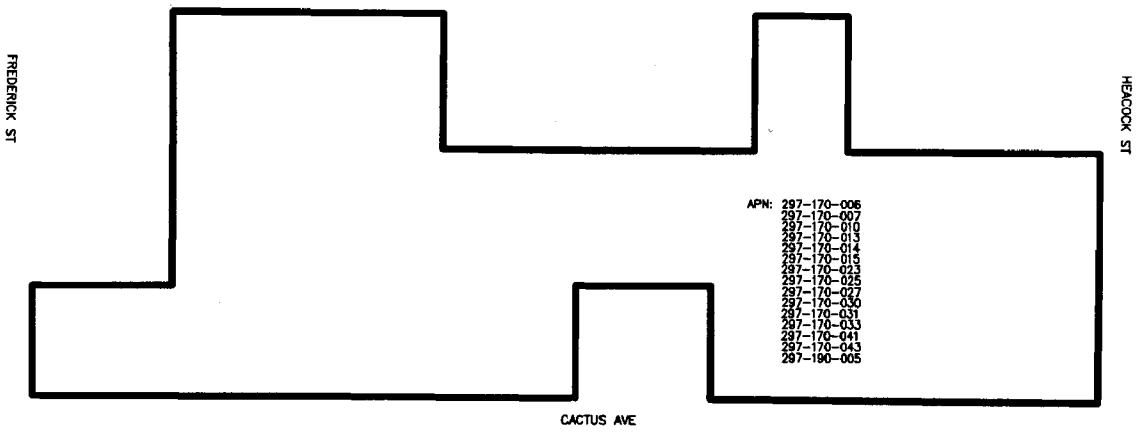

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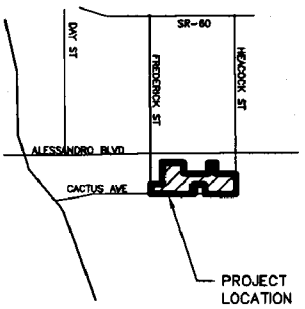

VICINITY MAP
NO SCALE

LEGEND

DISTRICT BOUNDARY

REFERENCE THE RIVERSIDE COUNTY ASSESSOR'S MAPS
FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____DAY OF _____2005.

_____
CITY CLERK OF THE CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF THE CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 4 (CENTERPOINTE BUSINESS PARK – INFRASTRUCTURE) CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY: AT A REGULARLY SCHEDULED MEETING, THEREOF, HELD ON THE _____ DAY OF _____, 2005. BY ITS RESOLUTION No. _____.

_____
CITY CLERK OF THE CITY OF MORENO VALLEY

FILED THIS _____ DAY OF _____, 2005. AT THE HOUR OF _____ O'CLOCK__.M. IN BOOK____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE NOS.____THROUGH_____ AS INSTRUMENT NO._____. IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

_____
COUNTY RECORDER OF THE COUNTY OF RIVERSIDE

FEE $_____

REFERENCE THE RIVERSIDE COUNTY ASSESSOR'S MAPS
FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS

HARRIS & ASSOCIATES
34 Executive Park, Suite 150
Irvine, CA 92614
(949) 655-3900 • FAX (949) 655-3995

PROPOSED BOUNDARY MAP

Community Facilities District No. 4
of the City of Moreno Valley
(CENTERPOINTE BUSINESS PARK – INFRASTRUCTURE)

COUNTY OF RIVERSIDE, CALIFORNIA

Sheet 1 OF 1

ANNEXATION MAP NO. 1 TO COMMUNITY FACILITIES DISTRICT No. 4–INFRASTRUCTURE OF THE CITY OF MORENO VALLEY

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

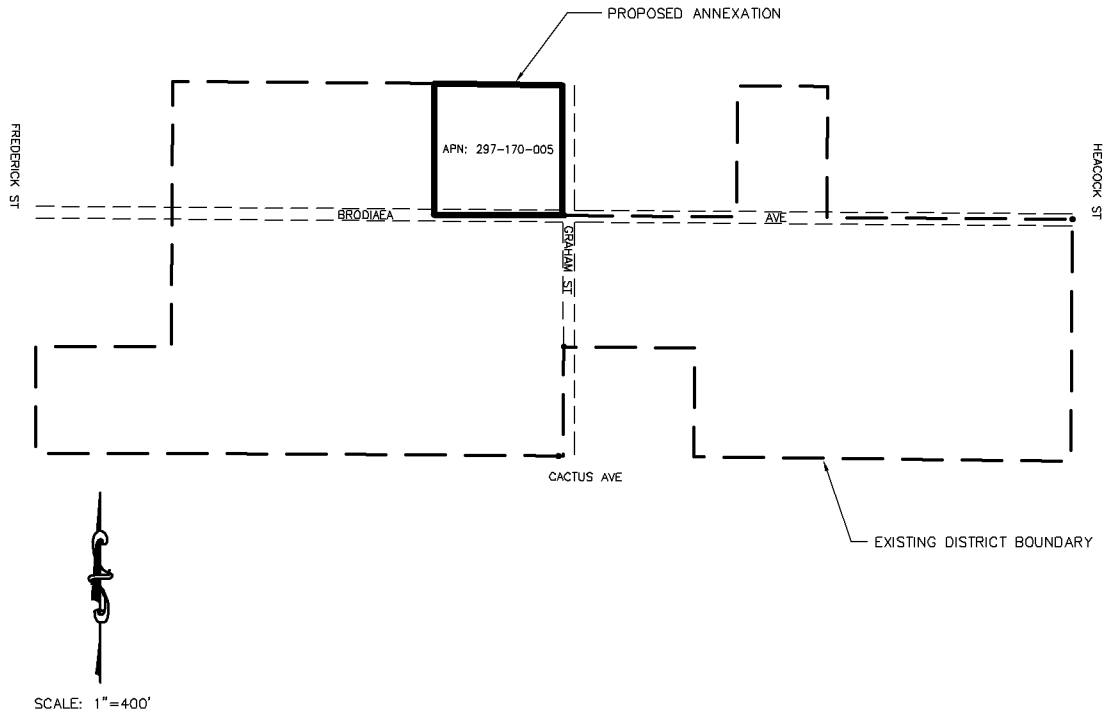

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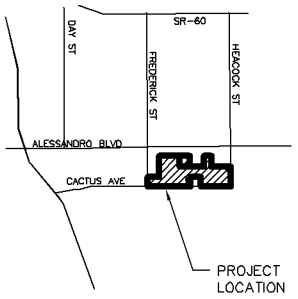

VICINITY MAP
NO SCALE

LEGEND

ANNEXATION BOUNDARY

EXISTING DISTRICT BOUNDARY

REFERENCE THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____DAY OF _____2007.

_____
CITY CLERK OF THE CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED ANNEXATION BOUNDARIES TO COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY: AT A REGULARLY SCHEDULED MEETING, THEREOF, HELD ON THE _____ DAY OF _____, 2007. BY ITS RESOLUTION No. _____.

_____
CITY CLERK OF THE CITY OF MORENO VALLEY

FILED THIS _____ DAY OF _____, 2007. AT THE HOUR OF _____ O'CLOCK__.M. IN BOOK____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE NOS.____THROUGH_____ AS INSTRUMENT NO._____, IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

_____
COUNTY RECORDER OF THE COUNTY OF RIVERSIDE

FEE $_____

PROPOSED BOUNDARY MAP

Annexation Map No. 1 to
Community Facilities District No. 4–Infrastructure
of the City of Moreno Valley
County of Riverside, California

Sheet 1 OF 1

HARRIS & ASSOCIATES
34 Executive Park, Suite 150
Irvine, CA 92614
(949) 655-3900 • FAX (949) 655-3995

ATTACHMENT 3

Harris & Associates

SHAPING THE FUTURE ONE PROJECT AT A TIME

Updated Community Facilities District Report

for the

Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley

October 7, 2010

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Exhibit A – Boundary Map

Exhibit B – Rate and Method of Apportionment

Exhibit C – Property Owner List

I. Introduction

WHEREAS, the City Council of the City of Moreno Valley (hereinafter referred to as the "City Council"), pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (hereinafter referred to as the "Act") did establish its intention to form a community facilities district, consisting of the territory described in Exhibit A, and did expressly order the filing of a written "Report" with the City Council acting as the legislative body for the proposed community facilities district. This community facilities district shall hereinafter be referred to as Community Facilities District No. 4-Infrastructure of the City of Moreno Valley (CFD No. 4-I); and

WHEREAS the City Council did establish CFD No. 4-I of the City of Moreno Valley (the "Original District") on October 25, 2005, by the adoption of Resolution No. 2005-94 (the "Resolution of Formation") by the City Council to include such property for the purpose of financing certain authorized public facilities as described in the Resolution of Formation (the "Facilities"); and

WHEREAS, at such election, the qualified electors of the Original District voted to approve the levy of such special taxes and on November 8, 2005, the City Council adopted Ordinance No. 696 (the "Ordinance") authorizing the levy of special taxes on taxable properties located in the Original District pursuant to the rate and method of apportionment thereof ("Original District Rate and Method) ; and

WHEREAS, in 2007 the City Council, at the request of Ridge Moreno Valley, LLC, the owner of certain territory located within the City and adjacent to the Original District, initiated proceedings to annex such territory to the Original District ("Annexation Area No. 1") and to authorize the levy of special taxes within Annexation Area No. 1 pursuant to the rate and method of apportionment thereof (the "Annexation Area No. 1 Rate and Method"); and

WHEREAS, on January 22, 2008, the City Council adopted Ordinance No. 765 ("Annexation Area No. 1 Ordinance") authorizing the levy of special taxes on taxable properties located in Annexation Area No. 1 pursuant to the Annexation Area No. 1 Rate and Method; and

WHEREAS, the current owners of the territory within CFD No. 4-I have requested that the City Council, acting as the legislative body of CFD No. 4-I, initiate proceedings to consider modifications to the Original District Rate and Method and the Annexation Area No. 1 Rate and Method; and

WHEREAS, on November 9, 2010, the Resolution of Intention, Resolution No. 2010-__, of the City of Moreno Valley to consider modifications to the Original District Rate and Method and the Annexation Area No. 1 Rate and Method with respect to CFD No. 4-I by approving an "Amended and Restated Rate and Method of Apportionment;" and

WHEREAS, this Updated Community Facilities District Report is intended to update the original report dated October 17, 2005 and approved by the City Council by the adoption of the Resolution of Formation.

NOW, THEREFORE, I, Joan E. Cox, PE, authorized representative of Harris & Associates, pursuant to the provisions of the Act, do hereby submit the following updated report.

II. Project Description

Pursuant to land use entitlements approved by the City of Moreno Valley (the "City"), Ridge Moreno Valley, LLC and Ridge Moreno Valley II, LLC (collectively the "Developer") are in the process of constructing a business park. The City has formed CFD No. 4-I for the purpose of financing certain infrastructure and public facilities.

CFD No. 4-I encompasses approximately 6,388,510 square feet of land and has been formed to finance the acquisition and/or construction of various public street, traffic signal, utilities, drainage, median landscaping and appurtenant structures and facilities as described in Section III.

III. Description of Facilities

Facilities

A community facilities district may provide for the purchase, construction, expansion or rehabilitation of any real or other tangible property with an estimated useful life of five (5) years or longer which is necessary to meet increased demands placed upon local agencies as a result of development occurring within a community facilities district.

The Facilities described in this updated Report are all facilities which the City is authorized to own, construct, or finance, and which are required to adequately meet the needs of CFD No. 4-I.

The Facilities for CFD No. 4-I include all or a portion of design, construction, indirect costs and administration relating to the following public improvements associated with the development.

1. Street improvements
2. Street lighting
3. Traffic Signals
4. Drainage improvements
5. Median landscaping
6. Electric Utility Improvements
7. Appurtenant Structures and Facilities

The construction of all Facilities has been completed.

IV. Cost Estimate

The cost estimate for the Facilities described in Section III is set forth below. The actual cost of the Facilities to be financed will ultimately be determined in accordance with the Acquisition/Financing Agreement between the City and Developer.

Community Facilities District No. 4-I Budget

	Estimated Actual Costs
Hard Costs:	
Cactus Avenue	$2,763,665
Frederick St. to Graham St.	
Graham St. to Heacock St.	
Brodiaea Avenue	$2,838,358
Frederick St. to Graham St.	
Graham St. to Heacock St.	
Graham Street	$383,644
Joy Street	$597,549
Gilbert Street	$561,937
Rebecca Street	$351,211
Box Culvert (Heacock/Brodiaea)	$817,674
Subtotal Hard Costs:	**$8,314,038**
Soft Costs:	
Civil Engineering	
Street Improvements	$483,000
Traffic Signals	$38,410
Construction Staking	$167,354
Landscape Architect	$6,112
Fullmer Management Services	$433,356
Plan Check/Permits	$1,248,491
Project Management	$261,071
Soil Testing	$41,049
Subtotal Soft Costs:	**$2,678,843**
Subtotal Hard and Soft Costs:	**$10,992,881**
Dry Utilities Costs	
Dry Utilities Hard Costs	$2,524,065
Dry Utilities Soft Costs	$36,654
Subtotal Dry Utility Costs:	**$2,560,719**
Less reduction to bring to 5% of Hard and Soft Cost Subtotal	($2,011,075)
Subtotal Dry Utilities Costs Reimbursable through Bond Funds:	**$549,644**
Total Reimbursable Project Costs:	**$11,542,525**

It should be noted that the Facilities cost estimates include all indirect costs such as project management, design engineering, right-of-way engineering, soils engineering and testing, plan checking, permits, fees, advertisement and award costs and inspections. Actual costs may differ from the amounts shown, which are estimates only and are not intended to be maximum limits in what may be expended.

V. Bonded Indebtedness and Incidental Expenses

A. Projected Bond Sales

The maximum authorized bonded indebtedness for CFD No. 4-I is $16,000,000.

B. Incidental Bond Issuance Expenses to be included in the Proposed Bonded Indebtedness

Pursuant to Section 53345.3 of the Act, bonded indebtedness may include all costs and estimated costs incidental to, or connected with, the accomplishment of the purpose for which the proposed debt is to be incurred, including, but not limited to, the costs of legal, fiscal, and financial consultant fees; bond and other reserve funds; discount fees; interest on any bonds of the district due and payable prior to the expiration of one year from the date of completion of the facilities, not to exceed two years; election costs; and all cost of issuance of the bonds, including, but not limited to, fees for bond counsel, costs of obtaining credit ratings, bond insurance premiums, fees for letters of credit, reimbursement for developer advances for CFD No. 4-I formation and modification proceedings, and other credit enhancement costs, and printing costs. For the bonds proposed to be issued by CFD No. 4-I, capitalized interest is estimated for up to 18 months, the reserve fund is equal to the highest debt service payment in any year, and all other incidental bond issuance expenses at approximately 10.0 percent of the face amount of the bonds.

C. Incidental Expenses to be Included in the Annual Levy of Special Taxes

Pursuant to Section 53340 of the Act, the proceeds of any special tax may only be used to pay, in whole or part, the cost of providing public facilities, services and incidental expenses. As defined by the Act, incidental expenses include, but are not limited to, the cost of planning and designing public facilities to be financed, including the cost of environmental evaluations of those facilities; the costs associated with the creation of the district, issuance of bonds, determination of the amount of taxes, collection of taxes, payment of taxes, or costs otherwise incurred in order to carry out the authorized purposes of the district; any other expenses incidental to the construction, completion, and inspection of the authorized work; and the retirement of existing bonded indebtedness. While the actual cost of administering CFD No. 4-I may vary, it is anticipated that the amount of special taxes which can be collected will be sufficient to fund at least $30,000 in annual administrative expenses.

VI. Amended and Restated Rate and Method of Apportionment of the Special Tax

All of the property located within CFD No. 4-I, unless exempted by law or by the Amended and Restated Rate and Method of Apportionment, shall be taxed for the purpose of providing the Facilities to serve CFD No. 4-I. Pursuant to Section 53325.3 of the Act, the tax imposed "is a Special Tax and not a special assessment, and there is no requirement that the tax be apportioned on the basis of benefit to any property." The Special Tax "may be based on benefit received by parcels of real property, the cost of making facilities or authorized services available to each parcel or other reasonable basis as determined by the legislative body," although the Special Tax may not be apportioned on an ad valorem basis pursuant to Article XIIIA of the California Constitution.

As shown in Exhibit B, the Amended and Restated Rate and Method of Apportionment shown in the Resolution of Intention provides information sufficient to allow each property owner within CFD No. 4-I to estimate the maximum annual Special Tax he or she will be required to pay. Sections A through D, below, provide additional information on the Amended and Restated Rate and Method of Apportionment of the Special Tax for CFD No. 4-I, as is proposed to be adopted in the resolution making determinations and authorizing the submittal of a measure to authorize the levy of special taxes pursuant to the Amended and Restated Rate and Method of Apportionment to the qualified electors of CFD No. 4-I. Please note that all capitalized terms used herein, unless otherwise indicated, shall have the meanings defined in the Amended and Restated Rate and Method of Apportionment.

A. Explanation for Special Tax Apportionment

When a community facilities district (a "CFD") is formed, a special tax may be levied on each parcel of taxable property within the CFD to pay for the construction, acquisition and rehabilitation of public facilities, to pay for authorized services or to repay bonded indebtedness or other related expenses incurred by the CFD. This special tax must be apportioned in a reasonable manner; however, the tax may not be apportioned on an ad valorem basis.

When more than one type of land use is present within a CFD, several criteria may be considered when apportioning the special tax. Generally, criteria based on building square footage, acreage, and land use are selected, and categories based on such criteria are established to differentiate between parcels of property. These categories are a direct result of the projected product mix, and are reflective of the proposed land use types within that CFD. Specific special tax levels are assigned to each land use class, with all parcels within a land use class assigned the same special tax rate.

The Facilities to be funded by CFD No. 4-I are generally offsite public infrastructure improvements. These improvements include streets, street lights, median landscaping, drainage improvements, electric utilities and appurtenant facilities required for the orderly development of the commercial property within CFD No. 4-I. Each property will benefit from the improvements in several ways: 1) traffic circulation, 2) site access, 3) access to public utilities, and 4) control of localized storm waters. The special tax can be apportioned using several different factors related to each property, including density, land area, traffic generation, and building square footage.

Based on the types of public facilities that are proposed for CFD No. 4-I and the factors described above, the Special Taxes assigned are generally proportionate to commercial acreage and the relative benefits received by that acreage in support of the business park. Accordingly, the Special Taxes in CFD No. 4-I can be considered fair and reasonable.

B. Maximum Special Tax Rates

The Maximum Annual Special Tax for Taxable Property has been established by the Amended and Restated Rate and Method of Apportionment at $0.1924 per square foot of land area and this Maximum Annual Tax Rate will increase by two percent (2%) each year, commencing on July 1, 2011. The Maximum Special Taxes for Taxable Property cannot exceed this established rate.

Each year, the City Council shall levy the Special Tax, subject to the methodology and Maximum Special Taxes set forth in the Amended and Restated Rate and Method of Apportionment, in an amount sufficient to meet the Special Tax Requirement.

C. Accuracy of Information

In order to establish the Maximum Annual Special Tax rate for Taxable Property, as set forth in the Amended and Restated Rate and Method of Apportionment for CFD No. 4-I, the Special Tax Consultant has relied on information including, but not limited to, land use types and net taxable acreage which were provided to the Special Tax Consultant by others. The Special Tax Consultant did not independently verify such data and disclaims responsibility for the impact of inaccurate data provided by others, if any, on the Rate and Method of Apportionment for CFD No. 4-I, including the inability to meet the financial obligations of CFD No. 4-I.

VII. Boundaries of CFD No. 4-I

The boundaries of CFD No. 4-I include all land on which special taxes may be levied. A copy of the Boundary Map for CFD No. 4-I and Annexation Map No. 1 to CFD No. 4-I are included as Exhibit A.

VIII. Certification

Based on the information provided herein, it is my opinion that the Facilities described herein are necessary to meet increased demands placed upon the City of Moreno Valley as a result of development occurring within the boundaries of CFD No. 4-I and benefit the lands within said CFD No. 4-I. Further, it is my opinion that the special tax rates and method of apportionment, as set forth herein, are fair and equitable, uniformly applied and not discriminatory nor arbitrary.

Dated: October 7, 2010

Harris & Associates
Joan E. Cox, PE
Vice President

Boundary Map

PROPOSED BOUNDARY OF

COMMUNITY FACILITIES DISTRICT No. 4–INFRASTRUCTURE OF THE CITY OF MORENO VALLEY

COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

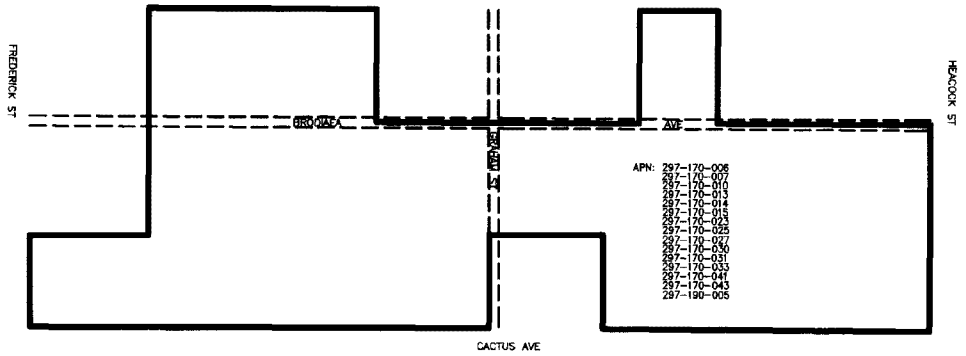

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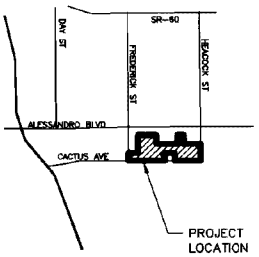

VICINITY MAP
NO SCALE

LEGEND

DISTRICT BOUNDARY

REFERENCE THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____DAY OF _____2005.

_____
CITY CLERK OF THE CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY AT A REGULARLY SCHEDULED MEETING, THEREOF, HELD ON THE _____ DAY OF _____ 2005 BY ITS RESOLUTION No. _____.

_____
CITY CLERK OF THE CITY OF MORENO VALLEY

FILED THIS _____ DAY OF _____, 2005, AT THE HOUR OF _____ O'CLOCK__M. IN BOOK____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE NOS.____THROUGH_____ AS INSTRUMENT NO._____, IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

_____
COUNTY RECORDER OF THE COUNTY OF RIVERSIDE

FEE $_____

PROPOSED BOUNDARY MAP

Community Facilities District No. 4–Infrastructure of the City of Moreno Valley County of Riverside, California

HARRIS & ASSOCIATES
34 Executive Park, Suite 150
Irvine, CA 92614
(949) 655-3900 • FAX (949) 655-3995

Sheet 1 OF 1

Boundary Map

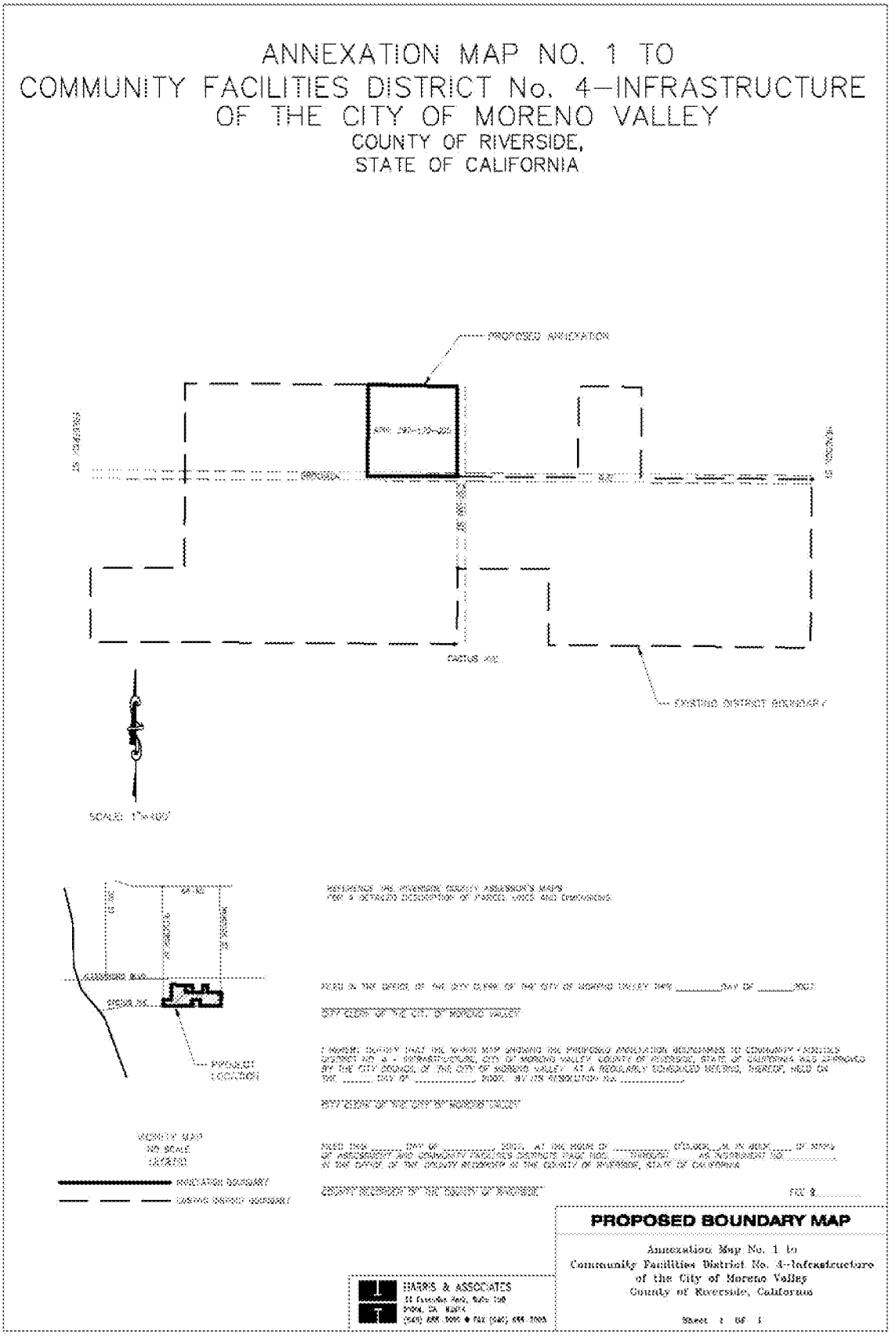

AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT FOR COMMUNITY FACILITIES DISTRICT NO. 4 - INFRASTRUCTURE OF THE CITY OF MORENO VALLEY

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels of Taxable Property in Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley ("CFD No. 4-I") and collected each Fiscal Year commencing in Fiscal Year 2010-11, in an amount determined by the City Council through the application of the appropriate Special Tax for "Developed Property," "Undeveloped Property," "Taxable Property Owner Association Property," and "Taxable Public Property" as described below. All of the real property in CFD No. 4-I shall be taxed for the purposes, to the extent and in the manner herein provided, except property defined as Exempt Property and subject to Section E below.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 4-I: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 4-I or any designee thereof of complying with arbitrage rebate requirements including, but not limited to, any rebate obligation; the costs to the City, CFD No. 4-I or any designee thereof of complying with disclosure requirements of the City, and /or CFD No. 4-I associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, CFD No. 4-I or any designee thereof related to any appeal of the Special Tax; the costs associated with the release of funds from an escrow or appeals account, including appraisal costs; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated by the CFD Administrator or advanced by the City or CFD No. 4-I for any other administrative purposes of CFD No. 4-I, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Annual Special Tax Requirement" means that amount required in any Fiscal Year for CFD No. 4-I to pay the sum of: (i) debt service on all Outstanding Bonds; (ii) periodic costs on the Bonds, including but not limited to, credit enhancement and rebate payments on the Bonds; (iii) Administrative Expenses; (iv) any amounts required to establish or replenish any reserve funds for all Bonds issued or to be issued by CFD No. 4-I; and (v) any amounts required for the acquisition or construction of facilities eligible under the Act, provided that the inclusion of such amount does not cause an increase in the levy of Special Taxes on Undeveloped Property. In arriving at the Annual Special Tax Requirement, the CFD Administrator shall take into account the reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year and shall give a credit for funds available to reduce the Special Tax levy.

"Assessor's Parcel" means a parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel Number (APN).

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Building Permit" means a permit for new construction for a structure. For purposes of this definition, "Building Permit" shall not include permits for construction of perimeter fencing, parking lot, wet and dry utility improvements, screening, landscaping, site lighting, required site-related storm water improvements, or other such improvements not intended for occupancy, with the exception of a guard shack, or similar ancillary structure.

"Bonds" means any binding obligation including bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by CFD No. 4-I under the Act.

"CFD Administrator" means the Special Districts Division Manager of the City of Moreno Valley, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"CFD No. 4-I" means Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley.

"City" means the City of Moreno Valley.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 4-I.

"County" means the County of Riverside.

"Developed Property" means all Assessor's Parcels of Taxable Property for which Building Permits were issued on or before June 1 preceding the Fiscal Year for which Special Taxes are being levied..

"Exempt Property" means any property not subject to Special Tax as described under Section E, herein.

"Final Map" means a final map, parcel map, lot line adjustment, or other map approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) that creates individual lots for which building permits may be issued.

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

"Indenture" means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"Land Area" means the square footage of land, excluding rights-of-way, as shown on the applicable Final Map or condominium map or if the square footage is not shown on said map, the square footage of an Assessor's Parcel as shown on an Assessor's Parcel Map. If the area is presented in acreage, then the square footage equals the acreage multiplied by 43,560 (square footage per acre). Exhibit 1, attached herein, provides an estimate of the taxable Land Area by Assessor's Parcel.

"Maximum Annual Special Tax" means the maximum Special Tax, determined in accordance with Section C, that can be levied in any Fiscal Year on any Assessor's Parcel.

"Outstanding Bonds" means all Bonds that are deemed to be outstanding under the Indenture.

"Property Owner Association Property" means, for each Fiscal Year, (i) any Assessor's Parcel within the boundaries of CFD No. 4-I for which the owner of record, as determined from the County Assessor's secured tax roll for the Fiscal Year in which the Special Tax is being levied, is a property owner's association, including any master or sub-association, or (ii) any property located in a Final Subdivision that was recorded as of the January 1 preceding the Fiscal Year in which the Special Tax is being levied and which, as determined from such Final Subdivision, is or will be open space, a common area recreation facility, or a private street.

"Proportionately" means, for Developed Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Developed Property. For Undeveloped Property, "Proportionately" means that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property. The term "Proportionately" may similarly be applied to other categories of Taxable Property as listed in Section E below. Notwithstanding the above, Assessor's Parcels that have been delinquent in paying their Special Taxes may be taxed disproportionately to cover the shortfall generated by their delinquency.

"Public Property" means, for each Fiscal Year, any Assessor's Parcel within the boundaries of CFD No. 4-I that is (i) owned by, irrevocably offered or dedicated to the federal government, the State, the County, the City, or any local government or other public agency, provided that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use; or (ii) encumbered by a public utility easement making impractical its use for any purpose other than that set forth in the easement.

"Special Tax" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property and Undeveloped Property to fund the Annual Special Tax Requirement.

"State" means the State of California.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of CFD No. 4-I, which are not classified as Exempt Property from the Special Tax pursuant to law or Section E, herein, or for which the Special Tax obligation has been prepaid in full per Section G, herein.

"Taxable Property Owner Association Property" means Property Owner Association Property that is subject to the levy of the Special Tax pursuant to Section E below.

"Taxable Public Property" means Public Property that is subject to the levy of the Special Tax pursuant to Section E below.

"Trustee" means the trustee, fiscal agent, or paying agent under the Indenture.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Taxable Property Owner Association Property, or Taxable Public Property.

B. CLASSIFICATION OF PROPERTIES

Each Fiscal Year, all Property within CFD No. 4-I shall be classified as Developed Property, Undeveloped Property, Taxable Property Owner Association Property, Taxable Public Property or Exempt Property and shall be subject to Special Taxes in accordance with the Rate and Method of Apportionment determined pursuant to Sections C and D.

C. SPECIAL TAX RATE

Maximum Annual Special Tax

The Maximum Annual Special Tax for each Assessor's Parcel of Developed Property, Undeveloped Property, Taxable Property Owner Association Property and Taxable Public Property shall be $0.1924 per square foot of Land Area for Fiscal Year 2010-11, and shall increase thereafter, commencing on July 1, 2011 and on July 1 of each Fiscal Year thereafter, by an amount equal to two percent (2%) of the Maximum Annual Tax for the previous Fiscal Year.

Once classified as Developed Property, a parcel may not be subsequently re-classified as Undeveloped Property.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2010-11 and for each following Fiscal Year, the City Council shall levy the Special Tax until the amount of Special Taxes levied equals the Annual Special Tax Requirement. The Special Tax shall be levied each Fiscal Year as follows:

Step 1 - The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Annual Special Tax for Developed Property.

Step 2 -If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the applicable Maximum Annual Special Tax for Undeveloped Property.

Step 3 -If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Property Owner Association Property.

Step 4 -If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property.

E. EXEMPTIONS

Provided that no such classification would reduce the Land Area of Taxable Property to less than 5,427,292 square feet, the CFD Administrator shall classify as Exempt Property: (i) Public Property; and (ii) Property Owner Association Property. Such minimum square footage shall be subject to reduction by the CFD Administrator should the Special Tax obligation for an Assessor's Parcel be paid off in full or in part per Section G, herein.

The CFD Administrator shall classify property as Exempt Property in the chronological order that such property qualifies to be classified as such.

All or any portion of an Assessor's Parcel in CFD No. 4-I that is transferred to a public agency or property owner's association that reduces the square footage of the total Land Area of Taxable Property to less than 5,427,292 square feet, or the minimum square footage as reduced by the CFD Administrator as specified above in this Section E, shall not be exempt from the Special Tax and shall instead require a prepayment of the Special Tax obligation for the excess portion of such Assessor's Parcel pursuant to Section G below to eliminate the necessity of levying an annual Special Tax on such excess portion of such Assessor's Parcel. The full or partial prepayment of the Special Tax for such Assessor's Parcel shall occur prior to the transfer of the Assessor's Parcel to a public agency or property owner association.

In the event that the Special Tax obligation applicable to the excess portion of an Assessor's Parcel is not prepaid as specified in the preceding paragraph, Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Land Area of Taxable Property to less than 5,427,292 square feet, or the minimum square footage as reduced by the CFD Administrator as specified above in this Section E, will be classified as Taxable Public Property or Taxable Property Owner Association Property, as applicable, and will continue to be subject to Special Taxes accordingly. If the use of an Assessor's Parcel classified as Exempt Property changes so that such Assessor's Parcel is no longer classified as one of the uses that would make such Assessor's Parcel eligible to be classified as Exempt Property, such Assessor's Parcel shall cease to be classified as Exempt Property and shall be classified as Taxable Property.

F. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 4-I may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

G. PREPAYMENT OF SPECIAL TAX

The following definitions apply to Section G, herein.

"CFD Public Facilities" means those public facilities authorized to be financed by CFD No. 4-I.

"CFD Public Facilities Costs" means either $12.5 million or such lower number as shall be determined either by (a) the CFD Administrator as sufficient to finance the CFD Public Facilities, or (b) shall be determined by the City Council concurrently with a covenant that it will not issue any more Bonds to be secured by Special Taxes levied under this Amended and Restated Rate and Method of Apportionment.

"Construction Fund" means the fund as identified in the Indenture, which is used to disburse funds to pay the cost and acquisition of public improvements funded with the bond proceeds or Special Taxes.

"Future Facilities Costs" means the CFD Public Facilities Costs minus: (a) the portion of the CFD Public Facilities Costs previously funded (i) from the proceeds of all previously issued

Bonds, (ii) from interest earnings on the Construction Fund actually earned prior to the date of prepayment and (iii) directly from Special Tax revenues; and (b) the amount of the proceeds of all previously issued Bonds then on deposit in the Construction Fund.

"Previously Issued Bonds" means all Outstanding Bonds that have been issued prior to the date of the prepayment which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of Special Taxes.

Prepayment of a Special Tax in Part or in Full

The Special Tax obligation applicable to an Assessor's Parcel may be prepaid at any time and the obligation of such Assessor's Parcel to pay any Special Tax may be fully or partially satisfied as described herein. The CFD Administrator may charge a reasonable fee for calculation of the Prepayment Amount as defined below.

1. Prepayment in Full

The Maximum Annual Special Tax obligation may be prepaid and permanently satisfied for any Assessor's Parcel. The Maximum Annual Special Tax obligation applicable to such Assessor's Parcel may be fully prepaid and the obligation of the Assessor's Parcel to pay the Special Tax permanently satisfied as described herein; provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Maximum Annual Special Tax obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount of such Assessor's Parcel. The CFD Administrator may charge a reasonable fee for providing this figure.

The Prepayment Amount (defined below) shall be calculated as follows (capitalized terms as defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Prepayment Fees and Expenses
less	Reserve Fund Credit
less	Capitalized Interest Credit
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount (defined below) shall be calculated as follows:

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.

2. Compute the Maximum Annual Special Tax for the Assessor's Parcel to be prepaid.

3. Divide the Maximum Annual Special Tax computed pursuant to paragraph 2 by the sum of the total expected Maximum Annual Special Tax revenues that may

be levied within CFD No. 4-I, excluding any Assessors Parcels for which the Maximum Annual Special Tax obligation has been previously prepaid.

4. Multiply the quotient computed pursuant to paragraph 3 by the principal amount of Outstanding Bonds to compute the amount of Previously Issued Bonds to be retired and prepaid (the "Bond Redemption Amount").

5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium, if any, on the Previously Issued Bonds to be redeemed (the "Redemption Premium").

6. If all the Bonds authorized to be issued have not been issued, compute the Future Facilities Costs.

7. Multiply the quotient computed pursuant to paragraph 3 by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be allocated to such Assessor's Parcel (the "Future Facilities Amount").

8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Previously Issued Bonds.

9. Determine the Special Taxes levied on the Assessor's Parcel in the current Fiscal Year which have not yet been paid.

10. Compute the amount the CFD Administrator reasonably expects to derive from the reinvestment of the Prepayment Amount less the Future Facilities Amount and the Prepayment Fees and Expenses (defined below) from the date of prepayment until the redemption date for the Previously Issued Bonds to be redeemed with the prepayment.

11. Add the amounts computed pursuant to paragraphs 8 and 9 and subtract the amount computed pursuant to paragraph 10 (the "Defeasance Amount").

12. The administrative fees and expenses of CFD No. 4-I are as calculated by the CFD Administrator and include the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming CFD No. 4-I Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the "Prepayment Fees and Expenses").

13. The reserve fund credit (the "Reserve Fund Credit") shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Previously Issued Bonds as a result of the prepayment; or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Previously Issued Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero. No Reserve Fund Credit shall be granted if the amount then on deposit in the reserve fund for the Previously Issued Bonds is below 100% of the reserve fund requirement (as defined in the Indenture).

14. If any capitalized interest for the Previously Issued Bonds will not have been expended at the time of the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the quotient computed pursuant to paragraph 3 by the expected balance in the capitalized interest fund after such first interest and/or principal payment (the "Capitalized Interest Credit").

15. The Maximum Annual Special Tax prepayment is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 11 and 12, less the amounts computed pursuant to paragraphs 13 and 14 (the "Prepayment Amount").

16. From the Prepayment Amount, the amounts computed pursuant to paragraphs 4, 5, 11, 13, and 14 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to paragraph 7 shall be deposited in the Construction Fund.

If the Prepayment Amount is insufficient to redeem Bonds in $5,000 increments, the increment above $5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax levy as determined under paragraph 9 above, the CFD Administrator shall remove the current Fiscal Year's Special Tax levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid, the City Council shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of Special Taxes and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay the Special Tax shall cease.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the amount of Special Taxes, net of Administrative Expenses, that may be levied on Taxable Property both prior to and after the proposed prepayment is at least 1.10 times the maximum annual debt service on all Outstanding Bonds.

Tenders of Bonds in prepayment of Special Taxes may be accepted upon the terms and conditions established by the City Council pursuant to the Act. However, the use of Bond tenders shall only be allowed on a case-by-case basis as specifically approved by the City Council.

2. Prepayment in Part

The Maximum Annual Special Tax obligation of an Assessor's Parcel may be partially prepaid. The amount of the prepayment shall be calculated as in Section G.1; except that a partial prepayment shall be calculated according to the following formula:

$$PP = (P_E \times F) + A$$

These terms have the following meaning:

PP = the partial prepayment

P_E = the Prepayment Amount calculated according to Section G.1, minus Prepayment Fees and Expenses pursuant to paragraph 12 of Section G.1.

F = the percent by which the owner of the Assessor's Parcel(s) is partially prepaying the Maximum Annual Special Tax obligation.

A = the Prepayment Fees and Expenses pursuant to paragraph 12 of Section G.1.

The owner of an Assessor's Parcel who desires to partially prepay the Maximum Annual Special Tax obligation shall notify the CFD Administrator of: (i) such owner's intent to partially prepay the Maximum Annual Special Tax obligation, (ii) the percentage by which the Maximum Annual Special Tax obligation shall be prepaid, and (iii) the company or agency that will be acting as the escrow agent, if applicable. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the Maximum Annual Special Tax obligation for an Assessor's Parcel within 30 days of the request and may charge a reasonable fee for providing this service.

With respect to any Assessor's Parcel that is partially prepaid, the City shall: (i) distribute the funds remitted to it according to paragraph 16 of Section G.1, and (ii) indicate in the records of CFD No. 4-I that there has been a partial prepayment of the Maximum Annual Special Tax obligation and that a portion of the Maximum Annual Special Tax obligation equal to the outstanding percentage (1.00 - F) of the remaining Special Tax obligation shall continue to be authorized to be levied on such Assessor's Parcel pursuant to Section D.

H. TERM OF SPECIAL TAX

The Special Tax shall be levied on each Assessor's Parcel of Developed Property, Taxable Property Owner Association Property and Taxable Public Property for a period not to exceed 40 years from the Fiscal Year in which the Special Tax is first levied on such Assessor's Parcel as Developed Property, Taxable Property Owner Association Property or Taxable Public Property. The Special Tax shall be levied on Undeveloped Property indefinitely or until such time that all debt service necessary to retire the Bonds is paid in full.

I. APPEALS

Any landowner who feels that the amount of the Special Tax levied on their Assessor's Parcel is in error may submit a written appeal to CFD No. 4-I. The CFD Administrator shall review the appeal and if the CFD Administrator concurs, the amount of the Special Tax levied shall be appropriately modified.

The City Council may interpret this Amended and Restated Rate and Method of Apportionment for purposes of clarifying any ambiguity and make determinations relative to the annual administration of the Special Tax and any landowner appeals. Any decision of the City Council shall be final and binding as to all persons.

Exhibit 1

Taxable Property

Assessor's Parcel #	*Estimated Taxable Lot Area (Sq. Ft.)*
5	380,279
27	329,314
64	185,130
65	197,762
66	382,457
67	1,430,946
68	381,586
69	1,061,557
72	255,697
75	383,328
76	333,234
78	292,288
Total:	***5,613,578***

Exempt Property

Assessor's Parcel #	*Estimated Lot Area (Sq. Ft.)*
71	480,467
73	122,839
74	111,949
79	59,677
Total:	***774,932***

LEGEND

CFD Boundary

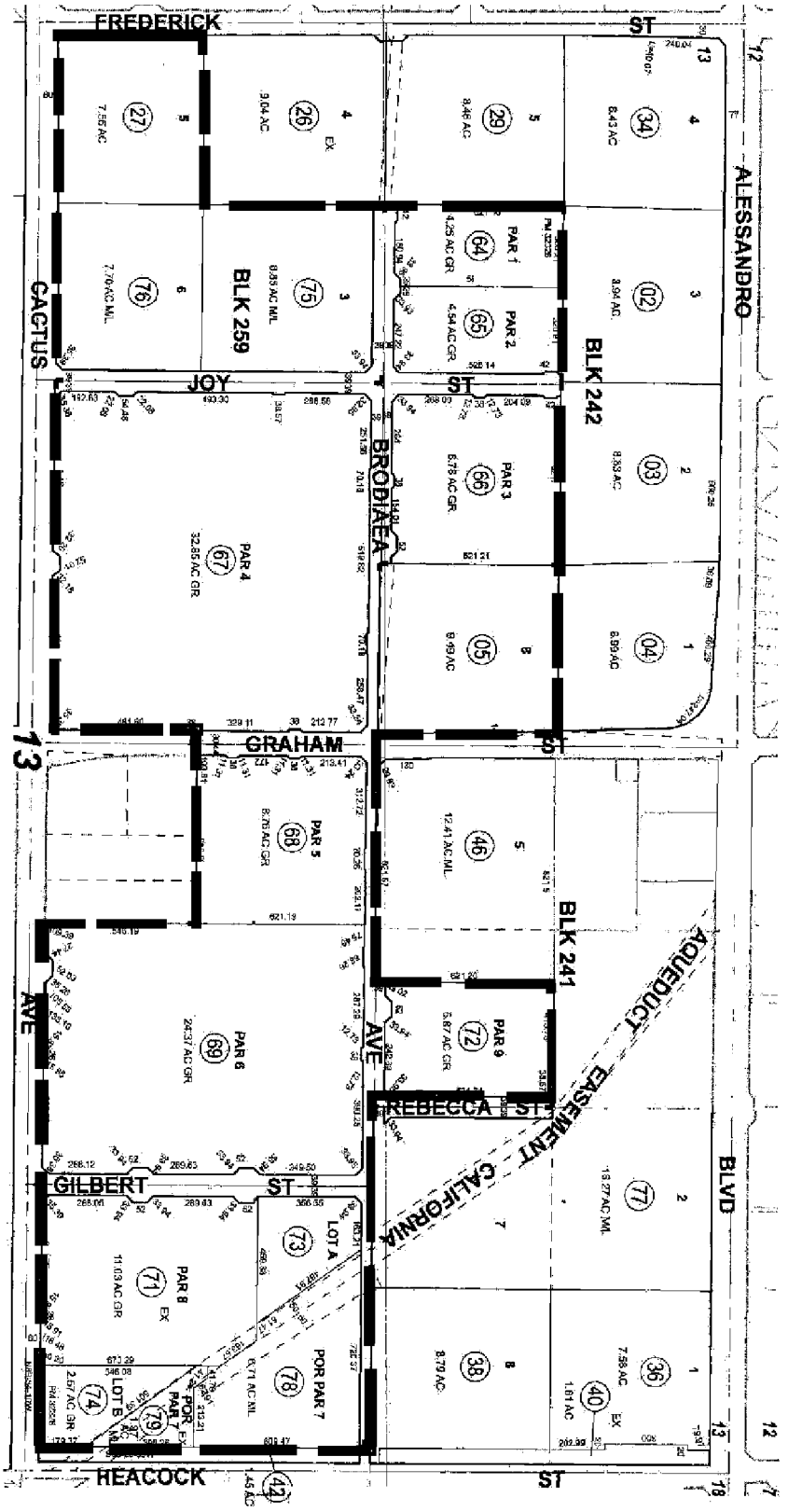

ASSESSOR'S PARCEL MAP 297-17

City of Moreno Valley
Community Facilities District No. 4 - Infrastructure

Property Owner List

Taxable Property:

APN	Owner Name
297-170-005	RIDGE MORENO VALLEY
297-170-027	RIDGE MORENO VALLEY
297-170-064	RIDGE MORENO VALLEY
297-170-065	RIDGE MORENO VALLEY
297-170-066	RIDGE MORENO VALLEY
297-170-067	RIDGE MORENO VALLEY
297-170-068	RIDGE MORENO VALLEY
297-170-069	RIDGE MORENO VALLEY II
297-170-072	RIDGE MORENO VALLEY
297-170-075	RIDGE MORENO VALLEY
297-170-076	RIDGE MORENO VALLEY
297-170-078	RIDGE MORENO VALLEY

Exempt Property:

APN	Owner Name
297-170-071	UNITED STATES POSTAL SERVICE
297-170-073	CENTERPOINTE BUSINESS PARK PROP OWNERS ASSN
297-170-074	CENTERPOINTE BUSINESS PARK PROP OWNERS ASSN
297-170-079	UNITED STATES POSTAL SERVICE

ORDINANCE NO. 856

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DISSOLVING COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE OF THE CITY OF MORENO VALLEY AND ORDERING THE RECORDATION OF AN AMENDMENT TO THE NOTICE OF SPECIAL TAX LIEN RELATED TO SUCH DISTRICT AND REPEALING ORDINANCE NO. 821

WHEREAS, in 2005 the City Council of the City of Moreno Valley (the "City"), acting pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (California Government Code Section 53311 and following) (the "Mello-Roos Act"), formed community facilities district designated as Community Facilities District No. 4-Infrastructure ("CFD No. 4-I"); and

WHEREAS, CFD No. 4-I was formed and designated for the purpose of financing certain facilities to be owned by the City from the proceeds of the sale of bonds of CFD No. 4-I; and

WHEREAS, CFD No. 4-I was, by the adoption of Resolution No. 2005-94 (the "Resolution of Formation"), formed on October 25, 2005, special taxes were, subject to the approval of the authorized electors, authorized to be levied within CFD No. 4-I; and

WHEREAS, CFD No. 4-I was, by the adoption of Resolution No. 2005-95, authorized, subject to the approval of the qualified electors, to issue bonds to be secured by the levy of special taxes; and

WHEREAS, at a special election held on October 25, 2005, the qualified electors approved the levy of special taxes and the issuance of bonds by CFD No. 4-I; and

WHEREAS, the qualified electors approved the levy of special taxes by CFD No. 4-I pursuant to the rate and method of apportionment thereof (the "Rate and Method") and the issuance of bonds by CFD No. 4-I of not to exceed $16,000,000 (the "Bonds"); and

WHEREAS, on November 8, 2005 the City Council adopted Ordinance No. 696 authorizing the levy of special taxes pursuant to the Rate and Method; and

WHEREAS, on November 8, 2005 a Notice of Special Tax Lien was recorded in the Official Records of the County of Riverside as Document No. 2005-0925946 (the "Notice of Special Tax Lien") creating a special tax lien on all taxable property within; and

WHEREAS, CFD No. 4-I, was, by the adoption of Resolution No. 2008-03 (the "Annexation No. 1 Resolution"), annexed certain territory to CFD No. 4-I on January 8,

2008, special taxes were, subject to the approval of the authorized electors, authorized to be levied within CFD No. 4-I; and

WHEREAS, on January 22, 2008 the City Council adopted Ordinance No. 765 authorizing the levy of special taxes within the annexed territory pursuant to the Rate and Method; and

WHEREAS, on January 17, 2008 an Amendment to Notice of Special Tax Lien was recorded in the Official Records of the County of Riverside as Document No. 2008-0027496 (the "Annexation Notice of Special Tax Lien") creating a special tax lien on all taxable property within; and

WHEREAS, On December 14, 2010, an amended to the Rate and Method was adopted by Resolution No. 2010-106 (the "Amended and Restated Rate and Method"); and

WHEREAS, on December 14, 2010 the City Council adopted Ordinance No. 821 repealing Ordinance Nos. 696 and 765 and authorizing the levy of special taxes within CFD No. 4-I pursuant to the Amended and Restated Rate and Method; and

WHEREAS, on December 15, 2010 a Second Amendment to Notice of Special Tax Lien was recorded in the Official Records of the County of Riverside as Document No. 2010-0602591 (the "Amended Notice of Special Tax Lien"); and

WHEREAS, no Bonds have been issued and CFD No. 4-I does not levy a special tax pursuant Ordinance No. 821; and

WHEREAS, Ridge Property Trust, a Maryland real estate investment trust (the "Trust"), Ridge Moreno Valley, LLC, a Delaware limited liability company ("Ridge Moreno Valley"), Ridge MV Lot 3, and the IIT Inland Empire Logistics Center (collectively the "Owner"), the duly authorized representatives of the current owners of all of the property within CFD No. 4-I, has on behalf of itself and the Owners' members, successors and/or assigns, requested that the City Council undertake proceedings pursuant to the Mello-Roos Act to dissolve CFD No. 4-I.

NOW, THEREFORE, the City Council of the City of Moreno Valley does ordain as follows:

SECTION 1. The City Council hereby finds and determines that:

a. CFD No. 4-I is not obligated to pay any outstanding debt; and

b. CFD No. 4-I does not currently levy any special tax.

SECTION 2. The City Council, acting pursuant to Government Code Section 53338.5, hereby dissolves CFD No. 4-I.

SECTION 3. The City Council hereby orders the City Clerk to file or cause the filing of an amendment to the Notice of Special Tax Lien which addendum shall state that CFD No. 4-I and all associated liens have been dissolved.

SECTION 4. Ordinance No. 821 is hereby repealed along with any authority of CFD No. 4-I to levy special taxes.

SECTION 5. This ordinance shall take effect thirty days after the date of its adoption.

SECTION 6. Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

APPROVED AND ADOPTED this 8th day of January, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00187425

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 856 had its first reading on December 11, 2012, and had its second reading on January 8, 2013 and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 8th day of January, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

CITY CLERK

(SEAL)

MV00187426

WHEN RECORDED, RETURN TO:

CITY CLERK
City of Moreno Valley
14177 Frederick St.
Moreno Valley, CA. 92553

THIRD AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

Dissolution of
Community Facilities District No. 4-Infrastructure of
the City of Moreno Valley
and Special Tax Lien

Pursuant to the requirements of Section 3117.5 (b) of the Streets and Highways Code and Government Code Section 53338.5, the undersigned CITY CLERK of the CITY OF MORENO VALLEY (the "City"), acting on behalf of COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE (the "District"), HEREBY GIVES NOTICE that proceedings have been conducted by the City Council of the City, acting as the legislative body of the District, pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the Government Code, to consider the dissolution of the District. On _____, 2013, at the conclusion of such proceedings, the City Council enacted Ordinance No. _____ pursuant to which the City Council dissolved the District and ordered the recordation of this Amendment to Notice of Special Tax Lien (the "Amendment"). This Amendment amends that certain Notices of Special Tax Lien, heretofore recorded in the Office of the County Recorder of the County of Riverside, State of California on November 8, 2005 as Document No. 2005-0925946 (the "Original Notice of Special Tax Lien"), on January 17, 2008 as Document No. 2008-0027496 (the "Amendment to Notice of Special Tax Lien", and on December 15, 2010 as Document No. 2010-0602591 (the "Second Amendment to Notice of Special Tax Lien" and together with the Original Notice of Special Tax Lien and the Amendment to Notice of Special Tax Lien, the "Notice of Special Tax Lien") , by declaring that the District and the special tax lien identified in the Notice of Special Tax Lien have been dissolved.

The (a) names of the owner(s) of the real property included within the District as they appear on the last secured assessment roll as of the date of recording of this Notice and (b) the Assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included within the District are as set forth on the attached, referenced and incorporated Exhibit "A."

Reference is made to the original boundary map of the District recorded on September 22, 2005 as Instrument No. 2005-0785278 in Book 64, Page 17 of Maps of Assessment and Community Facilities Districts in the Office of the County Recorder for the County of Riverside, State of California and the map entitled Annexation No. 1 to the Community Facilities District No. 4-Infrastructure of the City of Moreno Valley recorded on November

MV00187427

29, 2007 as Instrument No. 2007-0720430, in Book 72, Page 48 in the office of said County Recorder which maps are the boundary maps of the District, including the Annexed Territory.

This Third Amendment to Notice of Special Tax Lien has been executed in the City of Moreno Valley, California on the date set forth below.

DATED: _____

CITY CLERK
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

By: _____
City Clerk

MV00187428

EXHIBIT A

COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE OF THE CITY OF MORENO VALLEY

AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

Taxable Property:

Assessor's Parcel Number	Parcel Owner
297-170-027	Ridge Moreno Valley
297-170-064	Ridge Moreno Valley
297-170-065	Ridge Moreno Valley
297-170-067	IIT Inland Empire Logistics Center
297-170-068	IIT Inland Empire Logistics Center
297-170-069	IIT Inland Empire Logistics Center
297-170-072	IIT Inland Empire Logistics Center
297-170-075	Ridge Moreno Valley
297-170-076	Ridge Moreno Valley
297-170-078	Ridge Moreno Valley
297-170-082	Ridge MV Lot 3

Exempt Property:

Assessor's Parcel Number	Parcel Owner
297-170-071	United States Postal Service
297-170-073	Centerpointe Business Park Property Owners Association
297-170-074	Centerpointe Business Park Property Owners Association
297-170-079	United States Postal Service

MV00187429

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: December 11, 2012

TITLE: APPOINTMENT TO THE PARKS AND RECREATION COMMISSION (TEENAGE MEMBER)

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Appoint Patrick Samones to the Parks and Recreation Commission as a teenage member for a term expiring November 25, 2015, or until high school graduation, whichever comes first.

2. If an appointment is not made, declare the position vacant and authorize the City Clerk to re-notice the position as vacant.

BACKGROUND

The City Clerk's Office posted a Notice of Opening to fill the vacancy for the teen member position on the Parks and Recreation Commission with a term expiring on November 25, 2015, or until high school graduation, whichever comes first. Appropriate time frames with respect to posting notices of vacancies were followed.

As provided in the City's Municipal Code, the appointee will serve without compensation for a designated term.

The City Clerk's Office received one application for this position. Application was submitted by Patrick Samones.

The application was reviewed by the Parks and Recreation Commission staff liaison, Mel Alonzo, who recommends that the City Council appoint Patrick Samones to the

Parks and Recreation Commission as a teenage member with a term expiring November 25, 2015, or until high school graduation, whichever comes first.

ALTERNATIVES

A teenage member on the Parks and Recreation Commission provides input on activities and programs for teenagers in and around the City. By not appointing a teen representative, contributions from the teenage population would be greatly reduced, which is not consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council appoint a teen member to the Parks and Recreation Commission.

NOTIFICATION

1. Publication of the agenda
2. Report and agenda mailed to applicant

ATTACHMENTS

None

Prepared by:
Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval:
Jane Halstead
City Clerk, CMC

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RLH
CITY MANAGER	MO

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: December 11, 2012

TITLE: APPOINTMENT TO THE ARTS COMMISSION

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Appoint one member to the Arts Commission with a term expiring June 30, 2014.

2. If an appointment is not made, declare the position vacant and authorize the City Clerk to re-notice the position as vacant.

BACKGROUND

The City Clerk's Office posted a Notice of Opening to fill the vacancy on the Arts Commission with a term expiring on June 30, 2014. Appropriate time frames with respect to posting notices of vacancies were followed.

As provided in the City's Municipal Code, the appointee will serve without compensation for a designated term.

The City Clerk's Office received three applications for this position. Applications were submitted by Crystal Lauren Cornell, Debby Johnson and Belinda McCoy.

Per the Council-adopted policy, prospective applicants are required to attend at least one meeting of their desired board or commission prior to appointment. Applicants complied with this requirement.

ALTERNATIVES

The Arts Commission considers matters pertaining to the promoting arts activities and education in the City. Choosing not to fill a vacancy on the above-mentioned commission would result in decreased participation from residents. This option is not consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council make the recommended appointment.

NOTIFICATION

1. Publication of the agenda
2. Report and agenda mailed to applicants

ATTACHMENTS

None

Prepared by:
Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval:
Jane Halstead
City Clerk, CMC

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RLH
CITY MANAGER	MO

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: December 11, 2012

TITLE: ECONOMIC DEVELOPMENT-RETAIL ANCHOR REUSE INCENTIVE PROGRAM

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Approve establishing a new Economic Development-Retail Anchor Reuse Incentive Program to help assist with the reuse of vacant anchor retail buildings in Moreno Valley.

BACKGROUND

Vacant anchor retail spaces cause problems for shopping centers because they reduce the overall traffic to a center. Over the past few years a number of retail anchor buildings have become vacant in Moreno Valley. The reason for the closings was not always because of poor sales, but often because of the challenging economy, along with financial difficulties of major companies such as Mervyns', Circuit City, Gottschalks, Linen N Things, Super Valu (Albertson's) and Best Buy. Many of these companies are no longer around and a couple more might soon disappear.

Working with many shopping center owners, city staff has been fortunate to have been able to help facilitate the reuse of a number of vacant anchor spaces with new users including Burlington Coat Factory, 99 Cents Only Store, TJ Maxx, Home Goods, Dollar General, Round 1, Superior Grocers, Harbor Freight Tools, Falles, CitiTrends, Fitness 19 and LA Fitness. While achieving some success there currently are seven vacant anchor spaces in Moreno Valley shopping centers including two at Towngate Center—former Staples and Circuit City, one at the Moreno Valley Mall—former Gottschalks, one

at Pigeon Pass Plaza—recently closed Albertson's, one at Stoneridge Towne Centre—closed Best Buy, one at Moreno Beach Plaza II-former Petsmart and one at Sunnymead Town Center—former Stater Bros. While there are prospects potentially in play for four of these buildings—everything should be pursued to help a potential user pull the trigger on making a deal and reusing one of these vacant buildings.

DISCUSSION

The challenge in reusing a vacant building is threefold—1) the economy is still soft and will be slow to recover, 2) typically these vacant buildings require substantial upgrades and **rehabilitation** for reuse and 3) potential users need to ascertain sufficient cash flow to warrant making significant investment in opening a new store in this marketplace. In the past, Moreno Valley and other cities had often used their Redevelopment Agencies to help with these types of projects. Moreno Valley did this with the reuse of the former Mervyns' store by Burlington Coat Factory. Unfortunately, redevelopment is no longer an available tool to use.

City staff recommends creating a new program to help with the reuse of vacant retail anchor buildings with a size greater than 20,000 sq. ft. The new program to be called the ED-Retail Anchor Reuse Incentive Program would include the following:

- A City staff representative from the Business Support & Neighborhoods Program Division would be assigned to work with a prospective reuse candidate to act as ombudsmen to help coordinate and fast-track a project through the planning and entitlement process in Development Services.
- 50% discount of the City's fees necessary for planning, plan check and inspection services.

The goal of the program will be to encourage investment into the productive reuse of vacant anchor retail buildings. Once reopened, the anchor stores will help stabilize a shopping center, along with producing sales tax revenue and most importantly producing new jobs. Creating this new incentive program could be key in the decision making process for a new business looking at an opportunity in this marketplace and doing business in Moreno Valley. Additionally, this new type of incentive program would work nicely with the City's approved 2-year Economic Development Action Plan—with five of the seven vacant anchor spaces being situated within focus areas for the ED Action Plan.

ALTERNATIVES

1. Authorize the creation of the new ED-Retail Anchor Reuse Incentive Programs. Staff recommends this action because it will create another useful economic development tool and help facilitate the reuse of vacant anchor retail spaces in Moreno Valley.

2. Decline to approve the new incentive program which could limit and hinder reuse opportunities.

FISCAL IMPACT

The cost for discounting City fees by 50% is estimated at $10,000 to $12,000 depending on the complexity of rehabilitation work and upgrades being done on a vacant anchor building. Staff is recommending that a mid-year budget appropriation be pursued in the amount of $50,000, which will allow for the funding of four projects.

ATTACHMENTS

N/A

Prepared By:
Barry Foster
Community & Economic Development Director

Department Head Approval:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	<BudgetOfficer>
CITY ATTORNEY	<CityAttorney>
CITY MANAGER	<CityManager>

Report to City Council

TO: Mayor and City Council

FROM: Rick Teichert, Financial & Administrative Services Director

AGENDA DATE: December 11, 2012

TITLE: REPORT OF FISCAL YEAR 2011-12 YEAR END AND FISCAL YEAR 2012-13 FIRST QUARTER STATUS; APPROVAL OF FISCAL YEAR 2011-12 CARRYOVERS AND FISCAL YEAR 2012-13 BUDGET ADJUSTMENT RECOMMENDATIONS

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Receive and file this report on the status of the financial results for Fiscal Year (FY) 2011-12 and the first quarter ended September 30, 2012 for FY 2012-13.

2. Adopt Resolution No. 2012-108, approving the following:

    a) Recommended budget amendments presented in Exhibit A, P1-P3 to be appropriated and included in the FY 2012-13 Approved Budget. The recommended appropriation changes total $270,000 for the General Fund, $564,000 for non-General Funds and $834,000 in total for all funds.
    b) Operating carryover expenditures from the FY 2011-12 approved budget presented in Exhibit A, P1-P3 that are recommended to be re-appropriated to be completed as a component of the FY 2012-13 Approved Budget. The recommended appropriation changes total $458,283 for the General Fund, $2,100,005 for non-General Funds and $2,558,288 in total for all funds.
    c) Capital Improvement Program (CIP) carryover expenditures from the FY 2011-12 approved budget presented in Exhibit B, P1-P2 that are recommended to be re-appropriated to be completed as a component of the FY 2012-13 Approved Budget. The recommended appropriation changes total $9,962,247.

3. Approve the designation of $101,000 of General Fund fund balance as designated for Outside Legal Services. These funds represent savings in the FY 2011-12 Legal Services Budget and provide a contingency in years when outside legal services may be needed beyond the anticipated budget.

4. Approve the position control changes summarized on page 10 of this report.

Recommendations: That the CSD:

1. Adopt Resolution No. CSD 2012-23, approving the following:

    a) Operating carryover expenditures from the FY 2011-12 approved budget presented in Exhibit A, P4 that are recommended to be re-appropriated to be completed as a component of the FY 2012-13 Approved Budget. The recommended appropriation changes total $110,000.
    b) Capital Improvement Program (CIP) carryover expenditures from the FY 2011-12 approved budget presented in Exhibit B, page 3 that are recommended to be re-appropriated to be completed as a component of the FY 2012-13 Approved Budget. The recommended appropriation changes total $5,000.

Recommendations: That the City Council as Successor Agency:

1. Adopt Resolution No. SA 2012-109, approving the Capital Improvement Program (CIP) carryover expenditures from the FY 2011-12 approved budget presented in Exhibit B, P4 that are recommended to be re-appropriated to be completed as a component of the FY 2012-13 Approved Budget. The recommended appropriation changes total $3,084,094.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The City Council is updated on the City's financial status through First Quarter and Mid-Year Budget Reviews which reflect operational results for each respective period. This First Quarter Budget Review for FY 2012-13 will focus on the City's General Fund, which represents the greatest focus as Council and staff work to bring the General Fund into balance consistent with the goals of the approved Deficit Elimination Plan approved in April 2011. The report also presents first quarter operational results from other key funds such as Community Services District (CSD) Zone A (Parks & Community Services), CSD Zone L (Library) and the Electric Utility.

The City Council and staff have worked diligently during the past three years to reduce the structural General Fund deficit. The City Council approved the Three-Year Deficit Elimination Plan (DEP) establishing the framework for the City to balance the General Fund ongoing revenues and expenses by June 2014. The adoption of this plan and the stabilizing of revenues as the Great Recession ended provided an opportunity for the City to create and adopt a two-year budget based on the vision and direction provided in the Three-Year DEP. The City Council adopted the Two-Year Operating Budget – Fiscal Years 2011-12 and 2012-13 in May 2011. More recently, the City Council updated the FY 2012-13 budget in June 2012 reflecting updated revenue projections and certain service and expenditure adjustments setting the stage for the current approved FY 2012-13 budget.

The goal and direction as we review the current status of financial operations is to "Stay the Course" based on the DEP direction and established targets for using fund balance, and to only consider significant budget changes, with smaller adjustments to be absorbed within the approved existing budget framework. This report addresses the current status of financial operations and recommends a limited number of revenue and expense changes.

Recap of FY 2011-12 General Fund Results

The final FY 2011-12 results were consistent with estimations made in the Mid-Year report to City Council in March 2012. The details are presented in Attachment 1. The DEP planned for $6.7 million use of fund balance to balance the General Fund in FY 2011-12. The final approved FY 2011-12 General Fund Budget projected that the General Fund would use $8.7 million in fund balance to absorb the FY 2011-12 deficit, which included a $2 million transfer from fund balance for the police surveillance camera project funding. The actual use of Fund Balance was $5.5 million, reflecting a favorable variance of $0.4 million.

Revenues were adjusted upward as part of the mid-year budget amendment in March 2012. In light of this, revenues still finished higher than the revised budget by $350,000, or 0.5%. The total revenue budget was $74.3 million with actual revenues totaling $74.65 million. The small positive revenue variance was driven by continued strong performance of Sales Tax revenues, exceeding the revised budget by $1.2 million or 9%; and charges for services outpacing the updated revenue budget by $1.2 million or 11%. These increases were offset by continued declines in interest revenue as a result of declining rates of return in the fixed income markets resulting in revenue below budget by $1.6 million or 35% under budget.

Total General Fund expenditures were $2.8 million or 3.4% under budget. The total expenditure budget was $83.0 million with actual expenditures totaling $80.2 million. The audited results for FY 2011-12 will be presented with the completion of the Comprehensive Annual Financial Report (CAFR) which will be presented to City Council in February 2013.

The positive variance below budget was driven primarily by the Police and Fire Department budgets underspending their budgets by 3.3% and 4.8%, respectively. The total public safety spending below budget was $2.1 million or 3.7%. The balance of City Departments spent $700,000 below budget or 2.7%. Overall, the City's General Fund expenditure budgets are much tighter, as designed by management and City Council strategy.

DISCUSSION

First Quarter General Fund Status

First quarter revenues and expenditures are reflected in the report on Attachment 1. This first-quarter report updates the Mayor and Council regarding current year financial trends and provides the opportunity for Council to review the recommended actions related to the allocation of some additional new revenues. As adopted, the FY 2012-13 budget totals approximately $178.9 million with the General Fund comprising $79.6 million. The fund balance used to balance the General Fund budget is $5.2 million, consistent with the DEP and the approved FY 2012-13 budget.

General Fund Revenue Update

Due to the uneven schedule of revenue receipts, combined with the year-end accrual process, revenues received through the first quarter of the fiscal year are historically only 8.8% of the annual budget, even though 25% of the fiscal year has elapsed. Through the first quarter of FY 2012-13, 9.2% of budgeted revenues have been received. Sales taxes continue to grow at a strong pace due to new businesses contributing new sales taxes to the City and from growth in sales of existing businesses. The City has experienced growth from the prior year in each of the last 10 quarters. Growth rates continue between 8 to 11 percent per quarter. Staff is projecting revenue growth of about $300,000 to $400,000 above the budgeted amount of $13.8 million for FY 2012-13. Current sales tax collections for the first quarter reflect accrual reversals that make the cash collection appear low.

Property tax is stable with the FY 2012-13 actual assessed values for property in Moreno Valley supporting the budgeted amount of $23.2 million. This amount includes an estimated increase of $250,000 contributed from the Sketchers project, which is now included in the FY 2012-13 property tax assessment. Property taxes are received twice annually, in January and May 2013, which is reflected in the lack of property taxes reflected in the first quarter report.

Utility Tax revenue appears on track to achieve about 3% growth, keeping pace with budget estimates, which total $16.06 million for FY 2012-13. The revenues track growth in utility rates and utility usage, which will conservatively achieve a 3% growth for the year.

The balance of revenues appears on track to meet or slightly exceed budgeted amounts.

General Fund Expenditure Update

Although not all expenditures have a straight-line spending pattern, operating expenditures should generally be within 25% of the annual budget at the end of the first quarter, since 25% of the fiscal year has elapsed. As shown in Attachment 1, General Fund expenditures through September are at 26.6% of the adjusted budget. This expenditure pace is consistent with expectations for the first quarter of activity. The percentage is slightly above the 25% mark due to a large payment made in the first quarter for the City's OPEB Trust commitment reflected in the "Non-Department" business unit, causing this business unit's year to date amount to be 34.4% of the total budget for this category.

The remaining budgets have been tightened and should reflect expenditures very close to budget as the year progresses. Staff does not anticipate significant variance from budget by year-end this fiscal year.

Fund Balance Use

The Three-Year Deficit Elimination Plan projected reducing the use of fund balance from an expected $14 million per year to $7.9 million in FY 2011-12 and $3.5 million in FY 2012-13. The adopted budget uses Fund Balance of $5.2 million in FY 2012-13. Although the adopted budget uses an additional $1.5 million in fund balance, the City's ability to avoid the layoffs and service reductions planned in the 2nd year of the DEP are significant to the citizens of Moreno Valley. Staff is confident the growing revenues will close the gap, thereby staying on course and delivering the results planned and intended in the DEP, while saving significant jobs and services that would have otherwise been eliminated or reduced.

Fund Balance that was expected to decrease to $15.6 million by June 30, 2013 is now expected to remain at an amount of about $23 million at the end of the current fiscal year.

FY 2012-13 Budget Adjustments

Based on a variety of reasons, staff is recommending a very limited number of budget amendments as an element of this First Quarter Budget Report. Staff is recommending these items for Council approval now rather than holding them for a mid-year budget adjustment because they are time sensitive. Waiting on these items could cause undue burden on the respective departments. See Exhibit A for a comprehensive list of the recommended budget amendments, which are briefly described in the following narrative.

EXPENDITURES

The recommended budget amendments for FY 2012-13 are $270,000 for the General Fund and $564,000 for non-General Funds, for a total of $834,000. The requests represent just 0.3% of the General Fund and 0.2% of the non-General Funds budgets.

Recommended Adjustments for FY 2012-13 (see Exhibit A, P1-P3) include the following:

General Fund

- Financial and Administrative Services (FASD) Financial Operations - $50,000 for Management Analyst for Time and Materials Developer Deposits (recurring cost fully funded from development fees):
  The City has piloted using a Time and Materials process and approach to administer developer deposits and related costs. The review of the pilot program recently completed by the Community and Economic Development Department concluded that the program has been very successful in equitably managing the costs related to development programs. The review concluded that the program can be better managed by implementing process improvements that centralize the administration of the program in the Financial and Administrative Services Department through the addition of one Management Analyst that will be cost supported through the developer deposit program. This will also facilitate the use of project accounting capabilities in the new LOGOS system to make the central management of the deposits efficient and standard. This will also greatly improve the consistency of reporting information to developers and improve the timeliness of communication with developers. The Time and Materials process has been well-received by the development community and the requested, fee-funded position will allow the program to become a permanent program.

- FASD Financial Operations - $65,000 for Budget Officer (recurring cost):
  In FY 2008-09, City Council approved a budget officer position to coordinate the City's annual operating and capital budgets, analyze revenue and expenditure variances against approved budgets, prepare quarterly, mid-year, and year-end financial reports results, trends and projections; and prepare five-year revenue and expense projections, in conjunction with strategic and business plans for management. Due to the economic recession, this position was defunded in FY 2011-12. As a result, the FASD Director has taken over the long-range business planning, revenue and expense fund analysis has been neglected and financial reports to management as to the status of funds have progressively declined. The refunding of this position will provide management with timely financial reports that will provide information for effective decision-making. This position will establish five-year business plans for day-to-day operations that will help management in organization, planning and expenditure decisions and update these as necessary. This position will also formulate long-range strategic plans for management's review. This position will develop, coordinate, implement and monitor the City's operating

and capital budgets. This will ensure the timeliness of the City's annual budget process and cycle.

- FASD Administration - $25,000 for City-wide Cost Allocation Plan (one-time cost):
  The City has not updated its formal cost allocation plan addressing City-wide cost accounting and related allocations since 2005. It is appropriate that this study be updated every 3 or 4 years to ensure the accounting for allocated costs is reasonable and justified. In light of the significant organizational changes made during the past four years in response to the recent recession, it is imperative that the City update its cost allocation plan at this time. This plan will support costs related to charges to developer deposit accounts, support administrative charges to grants, as well as costs shared between the City's internal accounting entities. The plan will be updated annually by the new Management Analyst recommended in this report.

- Library - $69,000 Transfer from General Fund to Library to cover FY 2012-13 Cost of Living Adjustment (recurring cost):
  The approved budget omitted the necessary transfer from the General Fund to provide the funding for the June 2012 cost of living adjustment for Library staff. This action corrects that oversight.

- Storm Water NPDES - $61,000 Transfer from the General Fund to the Storm Water NPDES Fund 2008 (one-time cost):
  This recommended transfer is for professional plan check services of Water Quality Management Plans (WQMPs). The transfer amount is based upon current projections in development related activities. The increase in expenses will be offset by increases in revenues. WQMPs are a State mandate of the current 2010 NPDES Permit. The City is required to process WQMPs for development projects. If the transfer is not approved, the maximum two-week turn-around for plan check services of WQMPs will be exceeded. The City does not have sufficiently trained staff to provide this service. Consultants are utilized to supplement Storm Water Management Program plan check services.

Non-General Fund

- City Attorney Risk Management - $91,500 to fund a Senior Administrative Assistant to support the Risk Management Program (recurring cost):
  The Risk Management Program was transferred to the City Attorney's Office to administer early in FY 2012-13. A Sr. Administrative Assistant position was established to support the requests for insurance certificates and other clerical support for the program at significant cost savings for the City.

- FASD Special Districts - $285,000 appropriation from fund balance to call bonds (one-time cost):
  A portion of the CFD No. 2 bond proceeds were used to construct oversized sewer and water infrastructure for the Eastern Municipal Water District (EMWD). In return, EMWD entered into a Reimbursement Agreement to pay for the oversizing of the improvements. When CFD No. 3 was formed and refinanced the CFD No. 2 bonds, it assumed the EMWD Reimbursement Agreement. In September 2011, EMWD's reimbursement was used to call bonds for CFD No. 3. As a result of the bond call, the Reserve Requirement was recalculated and ultimately decreased, leaving further funds available to call additional bonds. The $285,000 bond call for CFD No. 3 represents those additional funds and can only be used for this purpose.

- Public Works - Re-Appropriation of Measure A funding for CIP projects (one-time action):
  On October 9, 2012, the City Council approved the transfers of $867,396 from the Deposit Liability Trust Fund Moreno Valley Ranch Street Improvement account to the Public Works General Capital Projects Fund. Following the transfers of funds, the City Council authorized the allocation of these funds to cover a portion of construction costs for the Iris Pavement Resurfacing ($587,396) and the Cactus Avenue/Nason Street Improvement project ($280,000). As a result of the approved transfers, Measure A funds (Fund 2001) previously allocated to these projects were available for alternative street maintenance and traffic signal projects/expenditures. Of the available $867,396, staff is requesting a $420,396 budget reduction/return appropriation to fund balance and $447,000 be reallocated as follows:
  a) Pavement & Rehab Slurry Seal Program ($130,000)
  b) Alessandro Blvd Pavement Modification ($72,000)
  c) Bike Lane Improvements ($84,000)
  d) Traffic Signal Equipment/Upgrades ($161,000)

  The affected general ledger accounts will be adjusted to reflect the above change.

- Moreno Valley Utility - $187,500 to complete the implementation of the Ice Bear program (one-time cost):
  The City Council approved the Integrated Generation Management Project Ice Bear Deployment Agreement between Southern California Public Power Authority and the Moreno Valley Electric Utility. The total cost of the program is $250,000 if all ten Ice Bear units are deployed. For FY 2011/12, the City Council approved $62,500 from the MVU Public Purpose Funds (Fund 6010) for the first year of the program. Staff is requesting the approval of the remaining $187,500 for FY 2012-13 to complete the implementation of the Ice Bear program.

Continuing appropriations from FY 2011-12 to FY 2012-13 – Operating and Capital Budgets

All unexpended and unencumbered appropriations lapse at fiscal year-end and revert to fund balance. By Council policy, once the fiscal year-end closing process has identified

the items that are encumbered by purchase order, contract or other commitment at June 30th, these items are presented to Council for approval as continuing appropriations in the new fiscal year. Approval of continuing appropriations is a long-standing and annual recurring budgetary policy of the City.

As the prior fiscal year closes, certain budget activities and projects remain in progress and have not yet been completed. Staff routinely reviews these items during the annual process to close the books and returns to City Council with a request to approve the carry-over of budgets for projects still in progress as a Continuing Appropriation. Encumbrances, which are commitments related to contracts for goods or services that are in process and not yet completed are included in the continuing appropriations request.

Exhibit A provides the detail of staff's request for continuing appropriations for the FY 2012-13 Budget for operating expenses. Exhibit B provides the detail of Staff's request for continuing appropriations for the FY 2012-13 Budget for the Capital Improvement Plan. Details of the CIP carryover requests are available at the project level upon request.

FY 2012-13 Fund Balance Designation

The City Attorney's Office achieved budget savings in FY 2011-12 totaling $101,000. The City Manager and City Attorney recommend that this one-time savings be set-aside as fund balance designation for future Outside Legal Services costs. Use of outside or contract legal services varies from year to year based on the issues and liabilities facing the City. Since this is an unpredictable expenditure, it is prudent to set-aside funds for periods when more extensive outside legal services may be needed. These funds will be required to be appropriated by Council in the case that the volume of legal activity requires additional budget in any given year.

Position Control Actions

The Position Control Roster approved by City Council on June 12, 2012 serves as an important internal control tool for City Council to establish authorized positions for the City while enabling staff to manage within the authorized and funded approved positions. Position Control addresses career authorized positions and does not include temporary positions. See the narrative supporting the budget recommendations on pages 6 and 7 of this report for justification for the three positions referenced in the Position Control actions below. In addition, staff is requesting to retitle a position from Human Resources Technician to Senior Administrative Assistant, which remains in the same salary grade and has no fiscal impact.

Full Time Equivalent	Position Count	Department	Position
1	1	FASD	Budget Officer
1	1	FASD	Management Analyst (Time & Materials)
1	1	City Attorney	Senior Administrative Assistant (Risk Management)
-1	-1	HR	Human Resources Technician
1	1	HR	Senior Administrative Assistant

Summaries of Other Major Funds

- **Community Services District (CSD) Zone A – Parks & Community Services**

The revenues are tracking slightly ahead of expectations. The largest revenue sources are property tax and parcel fees, which are collected and remitted twice annually, in January and May 2013. Interest revenue is allocated based on investment pool returns and the CSD Zone A portion of the pool's earnings. The investment earnings show a positive 32% of the budget amount being allocated, while 25% of the year has lapsed. Charges for services are impacted by year-end accrual reversals. The revenues will normalize as the year progresses.

Expenses reflect 21% expended while 25% of the year has lapsed. This is consistent with expected first quarter performance, which also includes some accrual reversals for accrued expenses. Generally, costs are on track with expectations for the fund.

- **Community Services District (CSD) Zone L – Library**

The revenues are tracking slightly ahead of expectations. The largest revenue source is property taxes, which are collected and remitted twice annually, in January and May 2013. Generally, revenues would be at about 9% of the annual budgeted amount. The actual percent of revenues received is 11%, this is slightly better than previous years.

Expenses reflect 19% expended while 25% of the year has lapsed. This is consistent with expected first quarter performance, which also includes some accrual reversals for accrued expenses. Generally, costs are on track with expectations for the fund.

- **Gas Tax**

The revenues are consistent with expectations for the first quarter. The largest revenue source is gas taxes, which are collected and remitted by the State of California monthly. The percent received during the first quarter is impacted by accrual reversals for revenues received during July and August that are actually for the previous year. These

accrued revenues are reversed during the first quarter of the following year. Generally, revenues would be at about 9% of the annual budgeted amount. The actual percent of revenues received is 8.8%.

Expenses are also impacted by accruals for the prior year-end. Expenses are recorded as gas tax projects are completed and as programs are implemented. The operating programs are generally 15-21% of the annual budget. The largest expenditure from the Gas Tax fund is for Street Improvements. These costs will catch-up as the payments are recoded during the balance of the year.

- **Electric Utility**

The Electric Utility is showing strong revenue performance for the first quarter of FY 2012-13. The revenues for the quarter reflect that they are 41.2% of the entire annual budget. The first quarter includes the hot summer months and is routinely the best performing quarter of the year for revenues.

First quarter expenditures are historically about 21% of the annual budget. The current first quarter reflects expenses reached 23% of the annual budgeted amount. This is slightly ahead of previous years but is consistent with the increased usage represented by the higher revenues. Staff will monitor the expenses closely and provide a mid-year report in March 2013.

SUMMARY

The General Fund results for FY 2012-13 continue to be positive. This is a result of revenues out-performing budget by $0.4 million or 0.5%, while expenditures finished under-budget by $2.8 million or 3.4%. The net result was a use of fund balance of about $5.5 million instead of the planned $6.7 million.

General Fund revenues received through September 30th are meeting expectations based on historical experience. There are strong economic signs that certain key revenues will exceed expectations, but due to the periodic nature of the receipt of tax revenues, it is difficult to gauge this during the first three months of the fiscal year. Generally, expenditures are slightly below the expected expenditure pace for FY 2012-13. Therefore, although early in the fiscal year, results through the first quarter of FY 2012-13 are positive and indicate a stable outlook for the remainder of the fiscal year. As a result, no actions are recommended with respect to workforce reduction or other expenditure reductions, beyond the actions already approved and implemented through the adopted FY 2012-13 Budget.

Based on continued stability in the City's General Fund revenues, staff is recommending a limited number of budget changes in conjunction with the First Quarter Budget Report. Staff continues to "Stay the Course" with the Deficit Elimination Plan goals and results in eliminating the General Fund budget deficit. Staff is beginning to prepare the Three-Year Budget that will be for the periods FY 2013-14 through FY

2015-16. This three year budget plan will demonstrate the final delivery of a balanced General Fund.

Staff will prepare and present a comprehensive update to the Mid-Year FY 2012-13 Budget in March 2013. The Three-Year Recommended Budget will be discussed beginning in April 2013, with final City Council approval anticipated in June, 2013.

NOTIFICATION

None.

ATTACHMENTS

Attachment 1: FY 2012-13 1st Quarter Review and FY2011/12 Year-End Status Report
Attachment 2: Proposed Resolution – City Council
Attachment 3: Proposed Resolution – CSD
Attachment 4: Proposed Resolution – City Council as Successor Agency

Exhibit A: FY 2012-13 Proposed Budget Adjustments and Carryovers
Exhibit B: FY 2012-13 Proposed CIP Carryovers and Reappropriations

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Department Head Approval:
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Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

CITY OF MORENO VALLEY
GENERAL FUND
FY2012/13 1st Quarter Review and FY2011/12 Year End

Classification/Department		FY 2012-13 Budget	FY 2012-13 Actual	FY 2012-13 Variance	% of Actual from Budget	FY 2011-12 Budget	FY 2011-12 Actual	FY 2011-12 Variance	% of Actual from Budget
Revenue									
400000 - Taxes	401000 - Property Tax	23,200,000	389,434	(22,810,566)	1.7%	22,800,000	22,568,337	(231,663)	99.0%
	402000 - Sales Tax	13,800,000	661,854	(13,138,146)	4.8%	12,835,000	14,003,992	1,168,992	109.1%
	407000 - Utility Users Tax	16,060,000	2,413,347	(13,646,653)	15.0%	15,700,000	15,591,386	(108,614)	99.3%
	404000 - Other Taxes	2,330,000	182,489	(2,147,511)	7.8%	2,290,000	2,356,757	66,757	102.9%
400000 - Taxes Total		55,390,000	3,647,125	(51,742,875)	6.6%	53,625,000	54,520,473	895,473	101.7%
420555 - Licenses & Permits		1,531,800	326,277	(1,205,523)	21.3%	1,648,800	1,522,407	(126,393)	92.3%
440000 - Fines & Forfeitures		606,500	79,634	(526,866)	13.1%	591,500	648,185	56,685	109.6%
460000 - Use of Money & Property		3,296,300	800,524	(2,495,776)	24.3%	4,492,768	2,907,848	(1,584,920)	64.7%
480555 - Intergovernmental		241,000	6,141	(234,859)	2.5%	436,222	398,193	(38,029)	91.3%
500000 - Charges for Services		10,398,660	1,230,153	(9,168,507)	11.8%	10,415,100	11,623,542	1,208,442	111.6%
580000 - Miscellaneous Revenue		2,423,550	590,475	(1,833,075)	24.4%	2,542,145	2,490,237	(51,908)	98.0%
800000 - Transfers In		568,013	149,880	(418,133)	26.4%	539,656	539,656	-	100.0%
Revenue Total		**74,455,823**	**6,830,208**	**(67,625,615)**	9.2%	**74,291,191**	**74,650,540**	**359,349**	100.5%
Expense									
10 City Council		587,270	120,178	(467,092)	20.5%	577,150	553,199	(23,951)	95.9%
12 City Clerk		541,564	94,631	(446,933)	17.5%	543,007	513,232	(29,775)	94.5%
14 City Attorney		961,369	176,827	(784,542)	18.4%	928,169	819,361	(108,808)	88.3%
16 City Manager		1,411,408	312,816	(1,098,592)	22.2%	1,398,087	1,345,078	(53,009)	96.2%
18 Human Resources		859,424	161,819	(697,605)	18.8%	890,959	773,317	(117,642)	86.8%
20 Community & Economic Dev		6,738,801	1,404,413	(5,334,388)	20.8%	6,333,075	6,481,447	148,372	102.3%
30 Financial & Management Svcs		5,462,800	1,078,148	(4,384,652)	19.7%	5,215,910	5,103,339	(112,571)	97.8%
40 Fire		17,212,496	4,102,731	(13,109,765)	23.8%	16,277,418	15,109,475	(1,167,943)	92.8%
60 Police		40,440,398	12,197,453	(28,242,945)	30.2%	40,823,152	39,098,243	(1,724,909)	95.8%
70 Public Works		2,334,540	455,209	(1,879,331)	19.5%	2,287,897	2,109,338	(178,559)	92.2%
99 Non-Department		3,088,900	1,061,617	(2,027,283)	34.4%	7,684,113	8,244,307	560,194	107.3%
Expense Total		**79,638,970**	**21,165,842**	**(58,473,128)**	**26.6%**	**82,958,937**	**80,150,336**	**(2,808,601)**	**96.6%**
NET		**(5,183,147)**	**(14,335,634)**	**(9,152,487)**		**(8,667,746)**	**(5,499,796)**	**(3,167,950)**	

CITY OF MORENO VALLEY
ZONE A - Parks & Community Services
FY2012/13 1st Quarter Review and FY2011/12 Year End

Classification/Department		FY 2012-13 Budget	FY 2012-13 Actual	FY 2012-13 Variance	% of Actual from Budget	FY 2011-12 Budget	FY 2011-12 Actual	FY 2011-12 Variance	% of Actual from Budget
Revenue									
400000 - Taxes	401000 - Property Tax	1,695,100	70,206	(1,624,894)	4.1%	1,695,100	1,672,010	(23,090)	98.6%
	402000 - Sales Tax	-	-	-		-	-	-	
	407000 - Utility Users Tax	-	-	-		-	-	-	
	404000 - Other Taxes	-	-	-		-	-	-	
400000 - Taxes Total		1,695,100	70,206	(1,624,894)	4.1%	1,695,100	1,672,010	(23,090)	98.6%
420555 - Licenses & Permits		-	-	-		-	-	-	
440000 - Fines & Forfeitures		-	-	-		-	-	-	
460000 - Use of Money & Property		500,000	160,859	(339,141)	32.2%	500,000	605,581	105,581	121.1%
480555 - Intergovernmental		-	-	-		-	-	-	
500000 - Charges for Services		5,725,900	237,455	(5,488,445)	4.1%	5,703,900	6,288,337	584,437	110.2%
580000 - Miscellaneous Revenue		76,500	26,722	(49,778)	34.9%	26,500	54,208	27,708	204.6%
800000 - Transfers In		307,500	76,875	(230,625)	25.0%	307,500	307,500	-	100.0%
Revenue Total		**8,305,000**	**572,116**	**(7,732,884)**	6.9%	**8,233,000**	**8,927,636**	**694,636**	108.4%
Expense									
35010 Parks & Comm Svcs - Admin		549,901	125,166	424,735	22.8%	531,894	519,992	11,903	97.8%
35210 Park Maintenance - General		2,824,317	641,589	2,182,728	22.7%	2,797,243	2,684,012	113,231	96.0%
35211 Contract Park Maintenance		455,484	114,728	340,756	25.2%	452,347	388,868	63,479	86.0%
35212 Park Ranger Program		366,245	55,272	310,973	15.1%	349,721	366,228	(16,507)	104.7%
35213 Golf Course Program		292,438	46,971	245,467	16.1%	289,608	257,640	31,968	89.0%
35214 Parks Projects		169,612	32,953	136,659	19.4%	162,140	162,649	(509)	100.3%
35216 CFD#1		-	-	-		908,183	1,841	906,342	0.2%
35310 Senior Program		541,208	104,153	437,055	19.2%	530,129	525,716	4,413	99.2%
35311 Community Services		192,973	32,110	160,863	16.6%	188,285	161,798	26,487	85.9%
35312 Community Events		163,926	52,988	110,938	32.3%	262,652	137,843	124,809	52.5%
35313 Conf & Rec Cntr		558,119	108,703	449,416	19.5%	551,830	549,465	2,365	99.6%
35314 Conf & Rec Cntr - Banquet		283,014	52,644	230,370	18.6%	277,728	287,329	(9,601)	103.5%
35315 Recreation Programs		1,687,965	334,289	1,353,676	19.8%	1,637,920	1,514,313	123,607	92.5%
95011 Non-Dept Zone A Parks		410,300	68,382	341,918	16.7%	250,300	250,300	-	100.0%
Expense Total		**8,495,502**	**1,769,948**	**6,725,554**	**20.8%**	**9,189,980**	**7,807,996**	**1,381,984**	**85.0%**
NET		**(190,502)**	**(1,197,831)**	**(1,007,329)**		**(956,980)**	**1,119,641**	**2,076,621**	

MV00187450

CITY OF MORENO VALLEY
ZONE L - Library
FY2012/13 1st Quarter Review and FY2011/12 Year End

Classification/Department		FY 2012-13 Budget	FY 2012-13 Actual	FY 2012-13 Variance	% of Actual from Budget	FY 2011-12 Budget	FY 2011-12 Actual	FY 2011-12 Variance	% of Actual from Budget
Revenue									
400000 - Taxes	401000 - Property Tax	1,244,800	56,730	(1,188,070)	4.6%	1,244,800	1,349,972	105,172	108.4%
	402000 - Sales Tax	-	-	-		-	-	-	
	407000 - Utility Users Tax	-	-	-		-	-	-	
	404000 - Other Taxes	-	-	-		-	-	-	
400000 - Taxes Total		1,244,800	56,730	(1,188,070)	4.6%	1,244,800	1,349,972	105,172	108.4%
420555 - Licenses & Permits		-	-	-		-	-	-	
440000 - Fines & Forfeitures		60,600	8,745	(51,855)	14.4%	60,600	50,220	(10,380)	82.9%
460000 - Use of Money & Property		-	-	-		-	-	-	
480555 - Intergovernmental		-	-	-	0.0%	-	17,641	17,641	
500000 - Charges for Services		11,000	5,188	(5,812)	47.2%	11,000	19,419	8,419	176.5%
580000 - Miscellaneous Revenue		2,000	2,297	297	114.9%	23,415	22,725	(690)	97.1%
800000 - Transfers In		506,800	126,699	(380,101)	25.0%	346,800	346,800	-	100.0%
Revenue Total		**1,825,200**	**199,660**	**(1,625,540)**	10.9%	**1,686,615**	**1,806,776**	**120,161**	107.1%
Expense									
35110 Library		2,035,041	377,455	1,657,586	18.5%	2,016,462	1,950,861	65,601	96.7%
Expense Total		**2,035,041**	**377,455**	**1,657,586**	**18.5%**	**2,016,462**	**1,950,861**	**65,601**	**96.7%**
NET		**(209,841)**	**(177,795)**	**32,046**		**(329,847)**	**(144,084)**	**185,763**	

CITY OF MORENO VALLEY
Gas Tax
FY2012/13 1st Quarter Review and FY2011/12 Year End

Classification/Department		FY 2012-13 Budget	FY 2012-13 Actual	FY 2012-13 Variance	% of Actual from Budget	FY 2011-12 Budget	FY 2011-12 Actual	FY 2011-12 Variance	% of Actual from Budget
Revenue									
400000 - Taxes	401000 - Property Tax	-	-	-		-	-	-	
	402000 - Sales Tax	-	-	-		-	-	-	
	407000 - Utility Users Tax	-	-	-		-	-	-	
	404000 - Other Taxes	-	-	-		-	-	-	
	408000 - State Gasoline Tax	4,693,169	506,033	(4,187,136)	10.8%	4,693,169	4,138,712	(554,457)	88.2%
400000 - Taxes Total		4,693,169	506,033	(4,187,136)	10.8%	4,693,169	4,138,712	(554,457)	88.2%
420555 - Licenses & Permits		-	-	-		-	-	-	
440000 - Fines & Forfeitures		-	-	-		-	-	-	
460000 - Use of Money & Property		5,000	(810)	(5,810)	-16.2%	5,000	(802)	(5,802)	-16.0%
480555 - Intergovernmental		-	-	-		-	-	-	
500000 - Charges for Services		-	-	-		-	-	-	
580000 - Miscellaneous Revenue		1,411,000	4,336	(1,406,664)	0.3%	401,000	43,913	(357,087)	11.0%
800000 - Transfers In		160,000	39,999	(120,001)	25.0%	160,000	160,000	-	100.0%
Revenue Total		**6,269,169**	**549,558**	**(5,719,611)**	8.8%	**5,259,169**	**4,341,823**	**(917,346)**	82.6%
Expense									
45122	Public Works - Sign/Striping	960,771	175,733	785,038	18.3%	933,957	876,271	57,686	93.8%
45130	Crossing Guards	556,460	87,323	469,137	15.7%	517,279	565,314	(48,035)	109.3%
45220	Infrastructure Projects Eng	456,361	169,671	286,690	37.2%	430,975	418,755	12,220	97.2%
45311	Public Works - Street Maint	1,836,775	377,227	1,459,548	20.5%	1,862,197	1,831,066	31,131	98.3%
45312	Public Works - Concrete Maint	403,247	75,666	327,581	18.8%	387,737	360,278	27,459	92.9%
45314	Public Works - Graf Removal	377,834	59,275	318,559	15.7%	339,641	322,895	16,746	95.1%
45315	Public Works - Tree Trimming	429,367	90,354	339,013	21.0%	412,078	437,059	(24,981)	106.1%
80001	CIP - Street Improvements	15,071,000	38,054	15,032,946	0.3%	15,306,000	447,953	14,858,047	2.9%
80004	CIP - Drainage/Sewers/WaterLines	50,000	-	50,000	0.0%	-	-	-	
Expense Total		**20,141,815**	**1,073,303**	**19,068,512**	**5.3%**	**20,189,864**	**5,259,591**	**14,930,273**	**26.1%**
NET		**(13,872,646)**	**(523,745)**	**13,348,901**		**(14,930,695)**	**(917,768)**	**14,012,927**	

MV00187452

CITY OF MORENO VALLEY
Moreno Valley Utility
FY2012/13 1st Quarter Review and FY2011/12 Year End

Classification/Department		FY 2012-13 Budget	FY 2012-13 Actual	FY 2012-13 Variance	% of Actual from Budget	FY 2011-12 Budget	FY 2011-12 Actual	FY 2011-12 Variance	% of Actual from Budget
Revenue									
400000 - Taxes	401000 - Property Tax	-	-	-		-	-	-	
	402000 - Sales Tax	-	-	-		-	-	-	
	407000 - Utility Users Tax	-	-	-		-	-	-	
	404000 - Other Taxes	-	-	-		-	-	-	
400000 - Taxes Total		-	-	-		-	-	-	
420555 - Licenses & Permits		-	-	-		-	-	-	
440000 - Fines & Forfeitures		-	-	-		-	-	-	
460000 - Use of Money & Property		80,500	15,290	(65,210)	19.0%	80,500	140,019	59,519	173.9%
480555 - Intergovernmental		-	-	-		-	-	-	
500000 - Charges for Services		16,988,600	7,085,312	(9,903,288)	41.7%	16,988,600	16,778,766	(209,834)	98.8%
580000 - Miscellaneous Revenue		173,000	6,879	(166,121)	4.0%	173,000	112,965	(60,035)	65.3%
800000 - Transfers In		-	-	-		-	-	-	
Revenue Total		**17,242,100**	**7,107,480**	**(10,134,620)**	41.2%	**17,242,100**	**17,031,750**	**(210,350)**	98.8%
Expense									
45510 Electric Utility - General		14,693,462	3,445,249	11,248,213	23.4%	14,787,647	14,655,054	132,593	99.1%
45511 Public Purpose Program		400,000	-	400,000	0.0%	330,000	329,070	930	99.7%
80005 CIP - Electric Utility		125,939	-	125,939	0.0%	132,696	-	132,696	0.0%
96010 Non-Dept Electric		2,153,221	538,305	1,614,916	25.0%	2,153,221	2,153,221	-	100.0%
Expense Total		**17,372,622**	**3,983,554**	**13,389,068**	**22.9%**	**17,403,564**	**17,137,344**	**266,220**	**98.5%**
NET		**(130,522)**	**3,123,927**	**3,254,449**		**(161,464)**	**(105,594)**	**55,870**	

Attachment 2

RESOLUTION NO. 2012-108

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE REVISED OPERATING BUDGET FOR FISCAL YEAR 2012/13

WHEREAS, the City Council approved the Operating and Capital Budgets for the City for Fiscal Year 2012/13, a copy of which, as may have been amended by the City Council, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the City Manager has heretofore submitted to the City Council proposed amendments to the Operating and Capital Budgets for the City for Fiscal Year 2012/13, a copy of which, as may have been amended by the City Council, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said proposed amendments to the Operating and Capital Budgets contains estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the City; and

WHEREAS, the said proposed amendments to the Operating and Capital Budgets contains the estimates of uses of fund balance as required to stabilize the delivery of City services during periods of operational deficits; and

WHEREAS, the City Council has made such revisions to the Proposed Revised Operating and Capital Budget as so desired; and

WHEREAS, the amended Operating and Capital Budgets, as herein approved, will enable the City Council to make adequate financial plans and will ensure that City officers can administer their respective functions in accordance with such plans.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The Proposed Amendments to the Operating and Capital Budgets, as Exhibits A and B to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the City Council, is hereby approved and adopted as part of the Annual Operating and Capital Budgets of the City of Moreno Valley for the Fiscal Year 2012/13.

2. The Proposed Amendments to Position Control included on page 10 of the

staff report and as on file in the Office of the City Clerk, and as may have been amended by the City Council, is hereby approved and adopted as part of the Approved Position Control of the City of Moreno Valley for the Fiscal Year 2012/13.

3. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal years.

4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 11th day of December, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00187455

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-108 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of December, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

MV00187456

CITY OF MORENO VALLEY
GENERAL FUND
FY2012/13 Proposed Budget Adjustments and Carryovers

Dept	Amended Budget	Proposed Adjustments	Description - Proposed Adjustments	Proposed Carryovers	Description - Proposed Carryovers	Revised Budget
City Council	$ 587,270	$ -	No Change	$ -	No Change	$ 587,270
City Clerk	541,564	-	No Change	-	No Change	541,564
City Attorney	961,369	-	No Change	-	No Change	961,369
City Manager	1,411,408	-	No Change	-	No Change	1,411,408
Human Resources	859,424	-	No Change	-	*Dept. Savings (120k) to transfer to Technology Svcs Fund for Payroll conversion consultant (shown in Non-Dept transfers out)*	859,424
Community & Economic Dev	6,738,801	-	No Change	36,000	* Building & Safety plan check services	6,774,801
Financial & Administrative Services	5,462,800	140,000	* Management Analyst for Developer Deposit Activities (50k - 6 months) - fee supported * Citywide Cost Allocation Plan Study (25k) * Budget Officer (65k - 6 months)	-	*Dept. Savings (118k) to transfer to Technology Svcs Fund for Payroll conversion consultant (shown in Non-Dept transfers out)*	5,602,800
Fire	17,212,496	-	No Change	-	No Change	17,212,496
Police	40,440,398	-	No Change	184,283	* To fund ballistic glass upgrade previously approved by Council; 84k will be reimbursed by Riverside County Asset Forfeiture Fund.	40,624,681
Public Works	2,334,540	-	No Change	-	No Change	2,334,540
Non-Dept	3,088,900	130,000	* Transfer to Library to cover 4.75% salary increase (69k) * Transfer to Stormwater Fund to cover NPDES permit fee increase (61k)	238,000	* Transfer to Technology Services Fund to cover HR-Payroll conversion consultant for ERP implementation; using savings from HR (120k) and FMS (118k).	3,456,900
TOTAL	**$ 79,638,970**	**$ 270,000**		**$ 458,283**		**$ 80,367,253**

MV00187457

CITY OF MORENO VALLEY
Non-General Fund Expenditure Provisions
FY2012/13 Proposed Adjustments and Carryovers

Dept/Fund	Amended Budget	Proposed Adjustments	Description - Proposed Adjustments	Proposed Carryovers	Description - Proposed Carryovers	Revised Budget
City Attorney						
7010 - General Liability (14020)	$ 1,318,852	$ 91,500	* Senior Admin Asst	$ -	No Change	$ 1,410,352
Community & Economic Dev						
2008 - Stormwater Management (20450)	581,609	-	No Change	61,000	* Transfer from General Fund for NPDES permit fee increase	642,609
2507- Neighborhood Stabilization Program (72701)	4,064,662	-	No Change	130,230	* Retail incentive programs and Employment resource center	4,194,892
2512 - CDBG (72611)	1,758,053	-	No Change	1,144,125	* Ongoing grant projects	2,902,178
Financial & Administrative Svcs						
3707 - Automall Ref. CFD #3 Debt Svc (93707)	393,500	285,000	* In accordance with the Bond Indenture, funds will be used for a bond call for CFD #3 utilizing available CFD funds.	-	No Change	678,500
7210 - Tech Svcs - Enterprise Applications (25410)	1,440,403	-	No Change	51,150	* For continuous support applications	
				238,000	* Transfer from General Fund savings for HR-Payroll conversion	1,729,553
7210 - Tech Svcs - Telecommunications (25412)	1,030,038	-	No Change	22,000	* Upgrade of telephone systems in City Hall 2nd Floor& Annex 4	1,052,038
7210 - Tech Svcs - GIS (25413)	694,180	-	No Change	225,000	* Replacement of GIS solution	919,180
7210 - Tech Svcs - Records Mgmt System (25452)	-	-	No Change	109,000	* Upgrade of records management system - City Clerk	109,000
Police						
2705 - DUI Awareness Grant (76112)	-	-	No Change	59,000	Ongoing approved grant	59,000
2705 - Avoid the 30 Program (76212)	-	-	No Change	9,500	Ongoing approved grant	9,500
2705 - Sobriety Checkpoint Mini-grant (76411)	153,000	-	No Change	26,000	Ongoing approved grant	179,000

MV00187458

CITY OF MORENO VALLEY
Non-General Fund Expenditure Provisions
FY2012/13 Proposed Adjustments and Carryovers

Public Works						
2000 - Gas Tax Fund (45311)	1,836,775	-	No Change	25,000	* Purchase of bus replacement	1,861,775
2001 - Measure A	16,882,170	-	* Reappropriation of CIP projects as a result of additional funding from the MV Ranch area deposit liability ($867,400); Request is to reappropriate $447,000 to other CIP projects & de-program $420,400 (return to fund balance). Reappropriation to the following: 1. Pavement & Rehab Slurry Seal Program ($130,000) 2. Alessandro Blvd Pavement Modification ($72,000) 3. Bike Lane Improvements ($84,000) 4. Traffic Signal Equipment, Upgrades ($161,000) The affected general ledger accounts will be adjusted to reflect the above change.			16,882,170
6010 - Electric Utility	14,693,462	187,500	* City Council approved the Integrated Generation Management Project Ice Bear Deployment Agreement between Southern California Public Power Authority and the Moreno Valley Electric Utility. City Council approved $62k for the 1st year of the program. Request to approve the remaining $187k in FY2012-13 to complete the implementation of the Ice Bear program.			14,880,962
TOTAL	**$ 44,846,704**	**$ 564,000**		**$ 2,100,005**		**$ 47,510,709**

MV00187459

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CSD Expenditure Provisions
FY2012/13 Proposed Adjustments and Carryovers

Administrative Services						-
Library	2,035,041	-	No Change	10,000	* To cover increases in subscription costs, books, delivery charges.	2,045,041
Parks						
5010 - Zone A Community Events (35312)	163,926	-	No Change	100,000	*To complete the purchase of equipment (sound system)	263,926
TOTAL	**$ 2,198,967**	**$ -**		**$ 110,000**		**$ 2,308,967**

MV00187460

CITY OF MORENO VALLEY
Capital Improvement Plan
FY2012/13 Proposed Carryovers & Reappropriations

Project/Fund	Amended Project Budget	Proposed Carryovers	Description - Proposed Carryovers	Revised Project Budget
8001 - CIP - Street Improvements				
1010 GENERAL FUND	$ 25,897	$ 5,641	Public Works -HLFV Interchngs	$ 31,538
2000 GAS TAX FUND	14,825,000	254,148	Nason/Cactus to Fir	15,079,148
2001 MEASURE "A" FUND	7,847,568	1,703,936	Annual Pavement Resurfacing	9,551,504
2002 PROP 42 REPLACEMENT FUNDS	50,000	23,049	Annual Pavement Resurfacing	73,049
2004 PROP 1B	-	71,724	Pavement Resurfacing	71,724
2512 COMM DEV BLK GRANTS (CDBG)	205,000	407,829	Dracaea Av/Perris Bl-Patricia	612,829
2800 SCAG ARTICLE 3 FUND	75,000	(4,615)	City Wide Pedestrian - SB821	70,385
3000 FACILITY CONST FUND	5,279,000	1,580,351	Nason/Cactus Street Improvements	6,859,351
3002 PW GENERAL CAPITAL PROJECTS FD	3,032,000	(597,549)	Nason/Cactus Street Improvements	2,434,451
3003 TUMF CAPITAL PROJECTS FUND	2,348,933	1,432,320	Route 60/Nason & Moreno Beach	3,781,253
3301 DIF ARTERIAL STREETS CAPITAL P	1,216,850	1,051,303	Nason/Cactus Street Improvements	2,268,153
3302 DIF TRAFFIC SIGNAL CAPITAL PRO	2,000	270,000	Nason/Cactus Street Improvements	272,000
3311 DIF INTERCHANGE IMPRV CAP PROJ	-	173,794	S/R-60/ Nason St Interchange	173,794
3401 2005 LEASE REV BONDS-CAP/ADMN	693,592	(630,501)	Sunnymd Blvd/Frederick- Perris	63,091
6020 2007 TAXABLE LEASE REV BONDS	913,845	(68,437)	Nason/Cactus Street Improvements	845,408
8002 - CIP - Bridges				
2001 MEASURE "A" FUND	1,064,183	1,451,292	Heacock St. Bridge/PVSD Latera	2,515,475
2004 PROP 1B	5,000	(1,438)	Bridge Repair Maint Program	3,562
3311 DIF INTERCHANGE IMPRV CAP PROJ	-	24,480	S/R-60/ Nason St O/C Bridge	24,480
8003 - CIP - Buildings				
3000 FACILITY CONST FUND	1,644,718	10,525	Civic Ctr Site Impr (Exterior)	1,655,243
3005 FIRE SERVICES CAP FUND	-	73,335	Highland Fire Station	73,335
3006 PARKS & RECREATION CAP PROJ FD	12,986	20,000	Roof Replmnt-Gatewy&Westbluff	32,986
3401 2005 LEASE REV BONDS-CAP/ADMN	788,000	20,941	P/S Bldg Conversion Phase 2	808,941
8004 - CIP - Drainage, Sewers, Waterlines				
3000 FACILITY CONST FUND	1,250,000	(641)	Heacock St Chan/ S of Cactus	1,249,359
3002 PW GENERAL CAPITAL PROJECTS FD	2,000	89,866	Ironwood Imp-Heacock to Perris	91,866
8005 - CIP - Electric Utility				
6010 ELECTRIC FUND	125,939	6,757	LRB Funded Utility Projects	132,696
6020 2007 TAXABLE LEASE REV BONDS	146,731	16,644	MVU-Nason Bridge Project	163,375

MV00187461

CITY OF MORENO VALLEY
Capital Improvement Plan
FY2012/13 Proposed Carryovers & Reappropriations

Project/Fund	Amended Project Budget	Proposed Carryovers	Description - Proposed Carryovers	Revised Project Budget
8007 - CIP - Parks				
3006 PARKS & RECREATION CAP PROJ FD	2,343,830	109,084	Community Park Renovation	2,452,914
8008 - CIP - Traffic Signals				
2001 MEASURE A	-	161,000	Traffic Signal Equipment Upgrades	161,000
2005 AIR QUALITY MGT FUND	57,064	184,199	Mo Val/ Riverside Intertie	241,263
3302 DIF TRAFFIC SIGNAL CAPITAL PRO	1,961,112	292,701	Lasselle/Margaret T/S	2,253,813
8009 - CIP - Underground Utilities				
7210 TECH SVCS FUND (ADMIN/OPER)	185,137	(43,397)	Citywide Fiber Optic Comm Exp	141,740
8010 - CIP - Other				
7210 TECH SVCS FUND (ADMIN/OPER)	-	1,873,906	Citywide Camera Surveillance	1,873,906
TOTAL	**$ 46,101,385**	**$ 9,962,247**		**$ 56,063,632**

MV00187462

MORENO VALLEY COMMUNITY SERVICES DISTRICT
Capital Improvement Plan
FY2012/13 Proposed Carryovers

Project/Fund	Amended Project Budget	Proposed Carryovers	Description - Proposed Carryovers	Revised Project Budget
8007 - CIP - Parks				
5113 CFD#1	91,000	5,000	Shadow Mtn Park Fencing	96,000
TOTAL	**$ 91,000**	**$ 5,000**		**$ 96,000**

MV00187463

CITY AS SUCCESSOR AGENCY FOR THE RDA OF THE CITY OF MORENO VALLEY
Capital Improvement Plan
FY2012/13 Proposed Carryovers

Project/Fund	Amended Project Budget	Proposed Carryovers	Description - Proposed Carryovers	Revised Project Budget
8001 - CIP - Street Improvements				
4820 SUCCESSOR AGENCY CAP PROJ	4,581,000	935,256	Sunnymead Blvd	5,516,256
4821 SUCCESSOR AGNCY 2007 TABS A CAP	5,681,800	393,954	Day St./Aless Blvd to Cottonwd	6,075,754
8002 - CIP - Bridges				
4821 SUCCESSOR AGNCY 2007 TABS A CAP	12,088,365	(602,174)	Nason/SR-60 Bridge	11,486,191
8003 - CIP - Buildings				
4821 SUCCESSOR AGNCY 2007 TABS A CAP	900,000	2,288,123	Morrison Park Fire Station 107	3,188,123
8004 - CIP - Drainage, Sewers, Waterlines				
4820 SUCCESSOR AGENCY CAP PROJ	80,000	(16,045)	Storm Drain/Day S of Cottnwd	63,955
4821 SUCCESSOR AGNCY 2007 TABS A CAP	135,945	84,980	Indian Basin, Appurtenant S/D	220,925
TOTAL	**$ 23,467,110**	**$ 3,084,094**		**$ 26,551,204**

MV00187464

Attachment 3

RESOLUTION NO. CSD 2012-23

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, ADOPTING THE REVISED OPERATING BUDGET FOR FISCAL YEAR 2012/13

WHEREAS, the President and Board Members of the Moreno Valley Community Services District approved the Operating and Capital Budgets for the District for Fiscal Year 2012/13, a copy of which, as may have been amended by the District's Board of Directors, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the City Manager has heretofore submitted to the President and Board Members of the Moreno Valley Community Services District proposed amendments to the Operating and Capital Budgets for the District for Fiscal Year 2012/13, a copy of which, as may have been amended by the District's Board of Directors, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed Revised Operating Budget contains estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the Community Services District; and

WHEREAS, the said Proposed Revised Operating Budget contains the estimates of uses of fund balance as required to stabilize the delivery of City; and

WHEREAS, the President and Board of Directors have made such revisions to the Proposed Revised Operating Budget as so desired; and

WHEREAS, the Proposed Revised Operating Budget, as herein approved, will enable the Community Services District to make adequate financial plans and will ensure that District officers can administer their respective functions in accordance with such plans.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

1. The Proposed Amendments to the Operating and Capital Budgets, as Exhibits A and B to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the Community Services District's Board of Directors, is hereby approved and adopted as part of the Annual Operating and Capital Budgets of the Moreno Valley Community Services District for the Fiscal Year 2012/13.

MV00187465

2. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal year.

3. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 11th day of December, 2012.

_____
Mayor of the City of Moreno Valley
Acting in the capacity of President
of the Moreno Valley
Community Services District

ATTEST:

_____
City Clerk, acting in the capacity
of Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Moreno Valley
Community Services District

MV00187466

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2012-23 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 11th day of December, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

_____

SECRETARY

(SEAL)

MV00187467

CITY OF MORENO VALLEY
GENERAL FUND
FY2012/13 Proposed Budget Adjustments and Carryovers

Dept	Amended Budget	Proposed Adjustments	Description - Proposed Adjustments	Proposed Carryovers	Description - Proposed Carryovers	Revised Budget
City Council	$ 587,270	$ -	No Change	$ -	No Change	$ 587,270
City Clerk	541,564	-	No Change	-	No Change	541,564
City Attorney	961,369	-	No Change	-	No Change	961,369
City Manager	1,411,408	-	No Change	-	No Change	1,411,408
Human Resources	859,424	-	No Change	-	*Dept. Savings (120k) to transfer to Technology Svcs Fund for Payroll conversion consultant (shown in Non-Dept transfers out)*	859,424
Community & Economic Dev	6,738,801	-	No Change	36,000	* Building & Safety plan check services	6,774,801
Financial & Administrative Services	5,462,800	140,000	* Management Analyst for Developer Deposit Activities (50k - 6 months) - fee supported * Citywide Cost Allocation Plan Study (25k) * Budget Officer (65k - 6 months)	-	*Dept. Savings (118k) to transfer to Technology Svcs Fund for Payroll conversion consultant (shown in Non-Dept transfers out)*	5,602,800
Fire	17,212,496	-	No Change	-	No Change	17,212,496
Police	40,440,398	-	No Change	184,283	* To fund ballistic glass upgrade previously approved by Council; 84k will be reimbursed by Riverside County Asset Forfeiture Fund.	40,624,681
Public Works	2,334,540	-	No Change	-	No Change	2,334,540
Non-Dept	3,088,900	130,000	* Transfer to Library to cover 4.75% salary increase (69k) * Transfer to Stormwater Fund to cover NPDES permit fee increase (61k)	238,000	* Transfer to Technology Services Fund to cover HR-Payroll conversion consultant for ERP implementation; using savings from HR (120k) and FMS (118k).	3,456,900
TOTAL	**$ 79,638,970**	**$ 270,000**		**$ 458,283**		**$ 80,367,253**

MV00187468

CITY OF MORENO VALLEY
Non-General Fund Expenditure Provisions
FY2012/13 Proposed Adjustments and Carryovers

Dept/Fund	Amended Budget	Proposed Adjustments	Description - Proposed Adjustments	Proposed Carryovers	Description - Proposed Carryovers	Revised Budget
City Attorney						
7010 - General Liability (14020)	$ 1,318,852	$ 91,500	* Senior Admin Asst	$ -	No Change	$ 1,410,352
Community & Economic Dev						
2008 - Stormwater Management (20450)	581,609	-	No Change	61,000	* Transfer from General Fund for NPDES permit fee increase	642,609
2507- Neighborhood Stabilization Program (72701)	4,064,662	-	No Change	130,230	* Retail incentive programs and Employment resource center	4,194,892
2512 - CDBG (72611)	1,758,053	-	No Change	1,144,125	* Ongoing grant projects	2,902,178
Financial & Administrative Svcs						
3707 - Automall Ref. CFD #3 Debt Svc (93707)	393,500	285,000	* In accordance with the Bond Indenture, funds will be used for a bond call for CFD #3 utilizing available CFD funds.	-	No Change	678,500
7210 - Tech Svcs - Enterprise Applications (25410)	1,440,403	-	No Change	51,150	* For continuous support applications	
				238,000	* Transfer from General Fund savings for HR-Payroll conversion	1,729,553
7210 - Tech Svcs - Telecommunications (25412)	1,030,038	-	No Change	22,000	* Upgrade of telephone systems in City Hall 2nd Floor& Annex 4	1,052,038
7210 - Tech Svcs - GIS (25413)	694,180	-	No Change	225,000	* Replacement of GIS solution	919,180
7210 - Tech Svcs - Records Mgmt System (25452)	-	-	No Change	109,000	* Upgrade of records management system - City Clerk	109,000
Police						
2705 - DUI Awareness Grant (76112)	-	-	No Change	59,000	Ongoing approved grant	59,000
2705 - Avoid the 30 Program (76212)	-	-	No Change	9,500	Ongoing approved grant	9,500
2705 - Sobriety Checkpoint Mini-grant (76411)	153,000	-	No Change	26,000	Ongoing approved grant	179,000

MV00187469

CITY OF MORENO VALLEY
Non-General Fund Expenditure Provisions
FY2012/13 Proposed Adjustments and Carryovers

Public Works						
2000 - Gas Tax Fund (45311)	1,836,775	-	No Change	25,000	* Purchase of bus replacement	1,861,775
2001 - Measure A	16,882,170	-	* Reappropriation of CIP projects as a result of additional funding from the MV Ranch area deposit liability ($867,400); Request is to reappropriate $447,000 to other CIP projects & de-program $420,400 (return to fund balance). Reappropriation to the following: 1. Pavement & Rehab Slurry Seal Program ($130,000) 2. Alessandro Blvd Pavement Modification ($72,000) 3. Bike Lane Improvements ($84,000) 4. Traffic Signal Equipment, Upgrades ($161,000) The affected general ledger accounts will be adjusted to reflect the above change.			16,882,170
6010 - Electric Utility	14,693,462	187,500	* City Council approved the Integrated Generation Management Project Ice Bear Deployment Agreement between Southern California Public Power Authority and the Moreno Valley Electric Utility. City Council approved $62k for the 1st year of the program. Request to approve the remaining $187k in FY2012-13 to complete the implementation of the Ice Bear program.			14,880,962
TOTAL	**$ 44,846,704**	**$ 564,000**		**$ 2,100,005**		**$ 47,510,709**

MV00187470

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CSD Expenditure Provisions
FY2012/13 Proposed Adjustments and Carryovers

Administrative Services						-
Library	2,035,041	-	No Change	10,000	* To cover increases in subscription costs, books, delivery charges.	2,045,041
Parks						
5010 - Zone A Community Events (35312)	163,926	-	No Change	100,000	*To complete the purchase of equipment (sound system)	263,926
TOTAL	**$ 2,198,967**	**$ -**		**$ 110,000**		**$ 2,308,967**

MV00187471

CITY OF MORENO VALLEY
Capital Improvement Plan
FY2012/13 Proposed Carryovers & Reappropriations

Project/Fund	Amended Project Budget	Proposed Carryovers	Description - Proposed Carryovers	Revised Project Budget
8001 - CIP - Street Improvements				
1010 GENERAL FUND	$ 25,897	$ 5,641	Public Works -HLFV Interchngs	$ 31,538
2000 GAS TAX FUND	14,825,000	254,148	Nason/Cactus to Fir	15,079,148
2001 MEASURE "A" FUND	7,847,568	1,703,936	Annual Pavement Resurfacing	9,551,504
2002 PROP 42 REPLACEMENT FUNDS	50,000	23,049	Annual Pavement Resurfacing	73,049
2004 PROP 1B	-	71,724	Pavement Resurfacing	71,724
2512 COMM DEV BLK GRANTS (CDBG)	205,000	407,829	Dracaea Av/Perris Bl-Patricia	612,829
2800 SCAG ARTICLE 3 FUND	75,000	(4,615)	City Wide Pedestrian - SB821	70,385
3000 FACILITY CONST FUND	5,279,000	1,580,351	Nason/Cactus Street Improvements	6,859,351
3002 PW GENERAL CAPITAL PROJECTS FD	3,032,000	(597,549)	Nason/Cactus Street Improvements	2,434,451
3003 TUMF CAPITAL PROJECTS FUND	2,348,933	1,432,320	Route 60/Nason & Moreno Beach	3,781,253
3301 DIF ARTERIAL STREETS CAPITAL P	1,216,850	1,051,303	Nason/Cactus Street Improvements	2,268,153
3302 DIF TRAFFIC SIGNAL CAPITAL PRO	2,000	270,000	Nason/Cactus Street Improvements	272,000
3311 DIF INTERCHANGE IMPRV CAP PROJ	-	173,794	S/R-60/ Nason St Interchange	173,794
3401 2005 LEASE REV BONDS-CAP/ADMN	693,592	(630,501)	Sunnymd Blvd/Frederick- Perris	63,091
6020 2007 TAXABLE LEASE REV BONDS	913,845	(68,437)	Nason/Cactus Street Improvements	845,408
8002 - CIP - Bridges				
2001 MEASURE "A" FUND	1,064,183	1,451,292	Heacock St. Bridge/PVSD Latera	2,515,475
2004 PROP 1B	5,000	(1,438)	Bridge Repair Maint Program	3,562
3311 DIF INTERCHANGE IMPRV CAP PROJ	-	24,480	S/R-60/ Nason St O/C Bridge	24,480
8003 - CIP - Buildings				
3000 FACILITY CONST FUND	1,644,718	10,525	Civic Ctr Site Impr (Exterior)	1,655,243
3005 FIRE SERVICES CAP FUND	-	73,335	Highland Fire Station	73,335
3006 PARKS & RECREATION CAP PROJ FD	12,986	20,000	Roof Replmnt-Gatewy&Westbluff	32,986
3401 2005 LEASE REV BONDS-CAP/ADMN	788,000	20,941	P/S Bldg Conversion Phase 2	808,941
8004 - CIP - Drainage, Sewers, Waterlines				
3000 FACILITY CONST FUND	1,250,000	(641)	Heacock St Chan/ S of Cactus	1,249,359
3002 PW GENERAL CAPITAL PROJECTS FD	2,000	89,866	Ironwood Imp-Heacock to Perris	91,866
8005 - CIP - Electric Utility				
6010 ELECTRIC FUND	125,939	6,757	LRB Funded Utility Projects	132,696
6020 2007 TAXABLE LEASE REV BONDS	146,731	16,644	MVU-Nason Bridge Project	163,375

MV00187472

CITY OF MORENO VALLEY
Capital Improvement Plan
FY2012/13 Proposed Carryovers & Reappropriations

Project/Fund	Amended Project Budget	Proposed Carryovers	Description - Proposed Carryovers	Revised Project Budget
8007 - CIP - Parks				
3006 PARKS & RECREATION CAP PROJ FD	2,343,830	109,084	Community Park Renovation	2,452,914
8008 - CIP - Traffic Signals				
2001 MEASURE A	-	161,000	Traffic Signal Equipment Upgrades	161,000
2005 AIR QUALITY MGT FUND	57,064	184,199	Mo Val/ Riverside Intertie	241,263
3302 DIF TRAFFIC SIGNAL CAPITAL PRO	1,961,112	292,701	Lasselle/Margaret T/S	2,253,813
8009 - CIP - Underground Utilities				
7210 TECH SVCS FUND (ADMIN/OPER)	185,137	(43,397)	Citywide Fiber Optic Comm Exp	141,740
8010 - CIP - Other				
7210 TECH SVCS FUND (ADMIN/OPER)	-	1,873,906	Citywide Camera Surveillance	1,873,906
TOTAL	**$ 46,101,385**	**$ 9,962,247**		**$ 56,063,632**

MV00187473

MORENO VALLEY COMMUNITY SERVICES DISTRICT
Capital Improvement Plan
FY2012/13 Proposed Carryovers

Project/Fund	Amended Project Budget	Proposed Carryovers	Description - Proposed Carryovers	Revised Project Budget
8007 - CIP - Parks				
5113 CFD#1	91,000	5,000	Shadow Mtn Park Fencing	96,000
TOTAL	**$ 91,000**	**$ 5,000**		**$ 96,000**

MV00187474

CITY AS SUCCESSOR AGENCY FOR THE RDA OF THE CITY OF MORENO VALLEY
Capital Improvement Plan
FY2012/13 Proposed Carryovers

Project/Fund	Amended Project Budget	Proposed Carryovers	Description - Proposed Carryovers	Revised Project Budget
8001 - CIP - Street Improvements				
4820 SUCCESSOR AGENCY CAP PROJ	4,581,000	935,256	Sunnymead Blvd	5,516,256
4821 SUCCESSOR AGNCY 2007 TABS A CAP	5,681,800	393,954	Day St./Aless Blvd to Cottonwd	6,075,754
8002 - CIP - Bridges				
4821 SUCCESSOR AGNCY 2007 TABS A CAP	12,088,365	(602,174)	Nason/SR-60 Bridge	11,486,191
8003 - CIP - Buildings				
4821 SUCCESSOR AGNCY 2007 TABS A CAP	900,000	2,288,123	Morrison Park Fire Station 107	3,188,123
8004 - CIP - Drainage, Sewers, Waterlines				
4820 SUCCESSOR AGENCY CAP PROJ	80,000	(16,045)	Storm Drain/Day S of Cottnwd	63,955
4821 SUCCESSOR AGNCY 2007 TABS A CAP	135,945	84,980	Indian Basin, Appurtenant S/D	220,925
TOTAL	**$ 23,467,110**	**$ 3,084,094**		**$ 26,551,204**

MV00187475

Attachment 4

RESOLUTION NO. SA 2012-109

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY SERVING AS SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE REVISED OPERATING BUDGET FOR FISCAL YEAR 2012/13

WHEREAS, the City Council approved the Capital Budget for the City of Moreno Valley Serving as Successor Agency for Fiscal Year 2012/13, a copy of which, as may have been amended by the City Council, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the City Manager has heretofore submitted to the City Council proposed amendments to the Capital Budget for the City for Fiscal Year 2012/13, a copy of which, as may have been amended by the City Council, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said proposed amendments to the Capital Budget contains estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the City; and

WHEREAS, the said proposed amendments to the Capital Budget contains the estimates of uses of fund balance as required to stabilize the delivery of City services during periods of operational deficits; and

WHEREAS, the City Council has made such revisions to the Proposed Revised Budget as so desired; and

WHEREAS, the amended Capital Budget, as herein approved, will enable the City Council to make adequate financial plans and will ensure that City officers can administer their respective functions in accordance with such plans.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, SERVING AS THE SUCCESSOR AGENCY, DOES HEREBY RESOLVE AS FOLLOWS:

1. The Proposed Amendments to the Capital Budget, as Exhibit B to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the City Council, is hereby approved and adopted as part of the Annual Operating and Capital Budgets of the City of Moreno Valley for the Fiscal Year 2012/13.

MV00187476

2. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal years.

3. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 11th day of December, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00187477

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. SA 2012-109 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of December, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

MV00187478

MV00187479

CITY OF MORENO VALLEY
Capital Improvement Plan
FY2012/13 Proposed Carryovers & Reappropriations

Project/Fund	Amended Project Budget	Proposed Carryovers	Description - Proposed Carryovers	Revised Project Budget
8001 - CIP - Street Improvements				
1010 GENERAL FUND	$ 25,897	$ 5,641	Public Works -HLFV Interchngs	$ 31,538
2000 GAS TAX FUND	14,825,000	254,148	Nason/Cactus to Fir	15,079,148
2001 MEASURE "A" FUND	7,847,568	1,703,936	Annual Pavement Resurfacing	9,551,504
2002 PROP 42 REPLACEMENT FUNDS	50,000	23,049	Annual Pavement Resurfacing	73,049
2004 PROP 1B	-	71,724	Pavement Resurfacing	71,724
2512 COMM DEV BLK GRANTS (CDBG)	205,000	407,829	Dracaea Av/Perris Bl-Patricia	612,829
2800 SCAG ARTICLE 3 FUND	75,000	(4,615)	City Wide Pedestrian - SB821	70,385
3000 FACILITY CONST FUND	5,279,000	1,580,351	Nason/Cactus Street Improvements	6,859,351
3002 PW GENERAL CAPITAL PROJECTS FD	3,032,000	(597,549)	Nason/Cactus Street Improvements	2,434,451
3003 TUMF CAPITAL PROJECTS FUND	2,348,933	1,432,320	Route 60/Nason & Moreno Beach	3,781,253
3301 DIF ARTERIAL STREETS CAPITAL P	1,216,850	1,051,303	Nason/Cactus Street Improvements	2,268,153
3302 DIF TRAFFIC SIGNAL CAPITAL PRO	2,000	270,000	Nason/Cactus Street Improvements	272,000
3311 DIF INTERCHANGE IMPRV CAP PROJ	-	173,794	S/R-60/ Nason St Interchange	173,794
3401 2005 LEASE REV BONDS-CAP/ADMN	693,592	(630,501)	Sunnymd Blvd/Frederick- Perris	63,091
6020 2007 TAXABLE LEASE REV BONDS	913,845	(68,437)	Nason/Cactus Street Improvements	845,408
8002 - CIP - Bridges				
2001 MEASURE "A" FUND	1,064,183	1,451,292	Heacock St. Bridge/PVSD Latera	2,515,475
2004 PROP 1B	5,000	(1,438)	Bridge Repair Maint Program	3,562
3311 DIF INTERCHANGE IMPRV CAP PROJ	-	24,480	S/R-60/ Nason St O/C Bridge	24,480
8003 - CIP - Buildings				
3000 FACILITY CONST FUND	1,644,718	10,525	Civic Ctr Site Impr (Exterior)	1,655,243
3005 FIRE SERVICES CAP FUND	-	73,335	Highland Fire Station	73,335
3006 PARKS & RECREATION CAP PROJ FD	12,986	20,000	Roof Replmnt-Gatewy&Westbluff	32,986
3401 2005 LEASE REV BONDS-CAP/ADMN	788,000	20,941	P/S Bldg Conversion Phase 2	808,941
8004 - CIP - Drainage, Sewers, Waterlines				
3000 FACILITY CONST FUND	1,250,000	(641)	Heacock St Chan/ S of Cactus	1,249,359
3002 PW GENERAL CAPITAL PROJECTS FD	2,000	89,866	Ironwood Imp-Heacock to Perris	91,866
8005 - CIP - Electric Utility				
6010 ELECTRIC FUND	125,939	6,757	LRB Funded Utility Projects	132,696
6020 2007 TAXABLE LEASE REV BONDS	146,731	16,644	MVU-Nason Bridge Project	163,375

MV00187480

CITY OF MORENO VALLEY
Capital Improvement Plan
FY2012/13 Proposed Carryovers & Reappropriations

Project/Fund	Amended Project Budget	Proposed Carryovers	Description - Proposed Carryovers	Revised Project Budget
8007 - CIP - Parks				
3006 PARKS & RECREATION CAP PROJ FD	2,343,830	109,084	Community Park Renovation	2,452,914
8008 - CIP - Traffic Signals				
2001 MEASURE A	-	161,000	Traffic Signal Equipment Upgrades	161,000
2005 AIR QUALITY MGT FUND	57,064	184,199	Mo Val/ Riverside Intertie	241,263
3302 DIF TRAFFIC SIGNAL CAPITAL PRO	1,961,112	292,701	Lasselle/Margaret T/S	2,253,813
8009 - CIP - Underground Utilities				
7210 TECH SVCS FUND (ADMIN/OPER)	185,137	(43,397)	Citywide Fiber Optic Comm Exp	141,740
8010 - CIP - Other				
7210 TECH SVCS FUND (ADMIN/OPER)	-	1,873,906	Citywide Camera Surveillance	1,873,906
TOTAL	**$ 46,101,385**	**$ 9,962,247**		**$ 56,063,632**

MV00187481

MORENO VALLEY COMMUNITY SERVICES DISTRICT
Capital Improvement Plan
FY2012/13 Proposed Carryovers

Project/Fund	Amended Project Budget	Proposed Carryovers	Description - Proposed Carryovers	Revised Project Budget
8007 - CIP - Parks				
5113 CFD#1	91,000	5,000	Shadow Mtn Park Fencing	96,000
TOTAL	**$ 91,000**	**$ 5,000**		**$ 96,000**

CITY AS SUCCESSOR AGENCY FOR THE RDA OF THE CITY OF MORENO VALLEY
Capital Improvement Plan
FY2012/13 Proposed Carryovers

Project/Fund	Amended Project Budget	Proposed Carryovers	Description - Proposed Carryovers	Revised Project Budget
8001 - CIP - Street Improvements				
4820 SUCCESSOR AGENCY CAP PROJ	4,581,000	935,256	Sunnymead Blvd	5,516,256
4821 SUCCESSOR AGNCY 2007 TABS A CAP	5,681,800	393,954	Day St./Aless Blvd to Cottonwd	6,075,754
8002 - CIP - Bridges				
4821 SUCCESSOR AGNCY 2007 TABS A CAP	12,088,365	(602,174)	Nason/SR-60 Bridge	11,486,191
8003 - CIP - Buildings				
4821 SUCCESSOR AGNCY 2007 TABS A CAP	900,000	2,288,123	Morrison Park Fire Station 107	3,188,123
8004 - CIP - Drainage, Sewers, Waterlines				
4820 SUCCESSOR AGENCY CAP PROJ	80,000	(16,045)	Storm Drain/Day S of Cottnwd	63,955
4821 SUCCESSOR AGNCY 2007 TABS A CAP	135,945	84,980	Indian Basin, Appurtenant S/D	220,925
TOTAL	**$ 23,467,110**	**$ 3,084,094**		**$ 26,551,204**

MV00187483

REVISED AGENDA

CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

December 11, 2012

SPECIAL PRESENTATIONS – 6:00 P.M.
REGULAR MEETING – 6:30 P.M.

City Council Closed Session
First Tuesday of each month – 6:00 p.m.
City Council Study Sessions
Third Tuesday of each month – 6:00 p.m.
City Council Meetings
Second and Fourth Tuesdays – 6:30 p.m.

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3705 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Richard A. Stewart, Mayor
William H. Batey II, Mayor Pro Tem
Jesse L. Molina, Council Member
Robin N. Hastings, Council Member
Marcelo Co, Council Member

MV00187484

***REVISED AGENDA**
CITY COUNCIL OF THE CITY OF MORENO VALLEY
December 11, 2012

CALL TO ORDER

SPECIAL PRESENTATIONS

1. A Child's Place and THINK Together Holiday Singers

2. Recycling All-Star Awards Presented by Waste Management – The Lasselle Place, O'Brien Family, and Blow Family

3. Employee of the Quarter Recognition, 3rd Quarter 2012 Public Works' Maintenance & Operations Division

4. Business Spotlight

   a) McDonald's Restaurant
   b) Chicago Pasta House

***REVISED AGENDA**
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
AND THE BOARD OF LIBRARY TRUSTEES

THE CITY COUNCIL RECEIVES A SEPARATE STIPEND FOR CSD MEETINGS

REGULAR MEETING - 6:30 PM
DECEMBER 11, 2012

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION

- Deacon Richard Heames, St. Patrick Catholic Church

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY 9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed

to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

SPECIAL ORDER OF BUSINESS

1 RESOLUTION NO. 2012-96 CERTIFYING GENERAL MUNICIPAL ELECTION RESULTS
(Report of: City Clerk Department)

Recommendation:

1. Adopt Resolution No. 2012-96 reciting the facts of the General Municipal Election held November 6, 2012, declaring the results and such other matters as provided by law.

   Resolution No. 2012-96

   A Resolution of the City Council of the City of Moreno Valley, California, Reciting the Facts of the General Municipal Election held November 6, 2012, Declaring the Results and such Other Matters as Provided by Law

2 SWEARING-IN OF COUNCIL MEMBERS ELECT

3 CITY COUNCIL REORGANIZATION – MAYOR AND MAYOR PRO TEM
(Report of: City Clerk Department)

Recommendations That the City Council:

1. Conduct the reorganization of the City Council by selecting two Council Members to serve one-year terms respectively as Mayor and Mayor Pro Tem.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority or the Board of Library Trustees requests that an item be removed for separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF NOVEMBER 27, 2012 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
1. Receive and file the Reports on Reimbursable Activities for the period of November 21 – December 4, 2012.

A.4 AWARD CONSTRUCTION CONTRACT TO SEQUEL CONTRACTORS, INC. FOR THE ALESSANDRO BOULEVARD IMPROVEMENTS AT INDIAN STREET, PROJECT NO. 801 0041 70 77-2002
(Report of: Public Works Department)

Recommendations:
1. Award the construction contract to Sequel Contractors, Inc., 13546 Imperial Hwy., Santa Fe Springs, CA 90670, to the lowest responsible bidder, for the construction of Alessandro Boulevard Improvements at Indian Street.

2. Authorize the City Manager to execute the Agreement with Sequel Contractors, Inc.

3. Authorize the issuance of a Purchase Order to Sequel Contractors, Inc. for $309,608.18 ($269,224.50 base bid amount plus 15% contingency) when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Sequel Contractors, Inc. up to, but not to exceed, the contingency amount of $40,383.68, subject to the approval of the City Attorney.

5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained system, and release the retention to Sequel Contractors, Inc., if no claims are filed against the project.

A.5 AWARD CONSTRUCTION CONTRACT TO C & C GRADING & PAVING, INC. FOR THE STREET IMPROVEMENT PROGRAM, KENTLAND LANE

SOUTH OF EUCALYPTUS AVENUE, WILSON PLACE AND KENNY DRIVE, PROJECT NO. 801 0011 70 77
(Report of: Public Works Department)

Recommendations:

1. Award the construction contract for $243,613.96 to C & C Grading & Paving, Inc., P.O. Box 251, Temecula, CA 92593, the lowest responsible bidder, for construction of the Street Improvement Program, Kentland Lane south of Eucalyptus Avenue, Wilson Place and Kenny Drive.

2. Authorize the City Manager to execute the Agreement with C & C Grading & Paving, Inc.

3. Authorize the issuance of a Purchase Order to C & C Grading & Paving, Inc. for $292,336.75 ($243,613.96 bid plus 20% contingency) when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with C & C Grading & Paving, Inc. up to, but not exceeding, the contingency amount of $48,722.79, subject to the approval of the City Attorney.

5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained system, and release the retention to C & C Grading & Paving, Inc., if no claims are filed against the project.

A.6 MORENO VALLEY RANCH SPECIFIC PLAN 193 – EXONERATE FAITHFUL PERFORMANCE BOND AND MATERIAL & LABOR BOND FOR LANDSCAPE AND IRRIGATION IMPROVEMENTS FOR PLANNING AREA 32 (TRACT 32144), IRIS AVENUE FRONTAGE AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE LANDSCAPE AND IRRIGATION IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF IRIS AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM
(Report of: Community & Economic Development Department)

Recommendations:

1. Adopt the Resolution No. 2012-97 authorizing the acceptance of the landscape and irrigation improvements within Planning Area 32 (Tract 32144), Iris Avenue Frontage as complete and accepting the portion of Iris Avenue associated with the project into the City's maintained street system.

Resolution No. 2012-97

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Landscape and Irrigation Improvements as Complete Within Planning Area 32 (Tract 32144), Iris Avenue Frontage and Accepting the Portion of Iris Avenue Associated with the Project into the City's Maintained Street System

2. Authorize the City Engineer to exonerate the Faithful Performance Bond in the amount of $142,710 and exonerate the Material & Labor Bond in the amount of $71,355 for landscape and irrigation improvements.

A.7 RECEIVE THE ANNUAL REPORT ON DEVELOPMENT IMPACT FEES FOR FISCAL YEAR 2011-12
(Report of: Financial & Administrative Services Department)

Recommendations:

1. Approve and accept the Annual Report on Development Impact Fees in compliance with California Government Code Section 66006.

2. Approve the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees.

A.8 NOTICE OF COMPLETION AND ACCEPTANCE OF THE MORRISON PARK FIRE STATION (FIRE STATION NO. 99), PROJECT NO. 803 0013 70 77 (FORMERLY 11-43472527)
(Report of: Public Works Department)

Recommendations:

1. Accept the work as complete for construction of the Morrison Park Fire Station (Fire Station 107), constructed by Silver Creek Industries, 195 East Morgan Street, Perris, CA 92571.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code.

3. Authorize the Financial and Administrative Services Director to release the retention to Silver Creek Industries thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project.

4. Accept the improvements into the City's maintained building system.

A.9 PA04-0104, TM 32625 - ACCEPT TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) REIMBURSEMENT AGREEMENT #T06-002. MERITAGE HOMES OF CALIFORNIA, INC. CORONA, CA 92879
(Report of: Community & Economic Development Department)

Recommendations:

1. Accept the Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreement for PA04-0104, TM 32625 for qualifying public improvements on Redlands Boulevard.

2. Authorize the Mayor to execute the Agreement.

3. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.

A.10 APPROVE RESOLUTION 2012-98 DIRECTING MORENO VALLEY UTILITY TO USE THE ALLOWANCE REVENUE FROM THE CALIFORNIA CAP-AND-TRADE PROGRAM AUCTION SOLELY TO BENEFIT ITS RETAIL ELECTRICITY CUSTOMERS
(Report of: Public Works Department)

Recommendation:

1. Approve Resolution No. 2012-98 directing Moreno Valley Utility to use the allowance revenue from the California Cap-and-Trade Program auction solely to benefit its retail electricity customers.

   Resolution No. 2012-98

   A Resolution of the City Council of the City of Moreno Valley, California, Directing Moreno Vallley Utility to use the Allowance Revenue from the California Cap-and-Trade Program Auction Solely to Benefit Retail Electricity Customers

A.11 AUTHORIZATION TO ISSUE PURCHASE ORDER TO SOUTHERN CALIFORNIA EDISON (SCE) FOR ENGINEERING OF THE SCE RULE 20B UNDERGROUNDING FOR THE NASON STREET FROM CACTUS AVENUE TO FIR AVENUE IMPROVEMENT PROJECT
PROJECT NO. 801 0001 70 77
(Report of: Public Works Department)

Recommendations:

1. Authorize the issuance of a Purchase Order to SCE in the amount of $144,000 ($120,000 plus 20% contingency) from Account No. 2000-70-77-80001.

2. Authorize a deposit payment to SCE in an amount up to $144,000 for

the engineering of the proposed Rule 20B Undergrounding of SCE facilities for the Nason Street from Cactus Avenue to Fir Avenue Improvements.

A.12 APPROVE RESOLUTION 2012-99 ADOPTING A RESOURCE ADEQUACY PROGRAM FOR MORENO VALLEY UTILITY
(Report of: Public Works Department)

Recommendation:

1. Approve Resolution No. 2012-99 adopting a Resource Adequacy Program for Moreno Valley Utility.

   Resolution No. 2012-99

   A Resolution of the City Council of the City of Moreno Valley, California, Adopting a Resource Adequacy Program for Moreno Valley Utility

A.13 RESOLUTIONS OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE AMENDED SECOND AND THIRD RECOGNIZED OBLIGATION PAYMENT SCHEDULES FOR THE PERIODS OF JULY 1, 2012 TO DECEMBER 31, 2012 AND JANUARY 1, 2013 TO JUNE 30, 2013 RESPECTIVELY
(Report of: Community & Economic Development Department)

Recommendation That the City Council as Successor Agency:

1. Adopt Resolution No. SA 2012-100 approving an amended Second Recognized Obligation Payment Schedule ("ROPS 2"), for the periods of July 1, 2012 to December 31, 2012.

   Resolution No. SA 2012-100

   A Resolution of the City Council of the City of Moreno Valley, California Serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley Approving a Recognized Obligation Payment Schedule (ROPS 2)

2. Adopt Resolution No. SA 2012-101 approving an amended Third Recognized Obligation Payment Schedule ("ROPS 3"), for the periods of January 1, 2013 to June 30, 2013.

   Resolution No. SA 2012-101

   A Resolution of the City Council of the City of Moreno Valley Serving

as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, California Approving a Recognized Obligation Payment Schedule (ROPS 3)

3. Authorize the Executive Director or his designee to make modifications to the Schedule.

4. Authorize the transmittal of the ROPS 2 and ROPS 3 to the Oversight Board for review and approval.

A.14 RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING INDEPENDENT ACCOUNTANT'S REPORT OF THE DUE DILIGENCE REVIEW OF ALL FUNDS AND ACCOUNTS OTHER THAN THE LOW AND MODERATE INCOME HOUSING FUND PURSUANT TO SECTIONS 34179.5 AND 34179.6 OF THE DISSOLUTION ACT
(Report of: Community & Economic Development Department)

Recommendation That the City Council as Successor Agency:

1. Adopt Resolution No. SA 2012-102 approving the Independent Accountant's Report of the Due Diligence Review of the Non-Housing Assets Conducted Pursuant to Section 34179.5 for the Non-Housing Funds.

   Resolution No. SA 2012-102

   A Resolution of the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley Approving the Independent Accountant's Report Re the Due Diligence Review as to all Funds and Accounts Other than the Low and Moderate Income Housing Fund Conducted Pursuant to Section 34179.5 and Authorizing Staff to Transmit the Report to the Oversight Board and to the County Auditor-Controller, State Controller's Office, and Department of Finance Pursuant to Section 34179.6 of the Dissolution Act

2. Authorize staff to transmit the Report to the Oversight Board and to the County Auditor-Controller (CAC), State Controller's Office (SCO), and Department of Finance (DOF) Pursuant to Section 34179.6 of the Dissolution Act.

A.15 SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND (SLESF) EXPENDITURE PLAN FOR FY 2012-13
(Report of: Financial & Administrative Services Department)

Recommendations:

1. Approve the Supplemental Law Enforcement Services Fund (SLESF) Expenditure Plan for FY 2012-13.

2. Approve an increase of $115,970 to the SLESF Grant Fund FY 2012-13 revenue budget (account 2410-60-69-76012-486000) to reflect the total FY 2012-13 allocation of $315,970.

3. Approve an increase of $115,970 to the SLESF Grant Fund FY 2012-13 expenditure budget (account 2410-60-69-76012-620320) to reflect the FY 2012-13 planned expenditure of $315,970.

A.16 RESOLUTION ADJUSTING DEVELOPMENT IMPACT FEES TO ADD A CATEGORY FOR HIGH CUBE INDUSTRIAL DEVELOPMENT
(Report of: Community & Economic Development Department)

Recommendation:

1. Approve Resolution No. 2012-103 authorizing the adjustment of the City of Moreno Valley Development Impact Fees to add a category Commercial & Industrial High Cube Development.

   Resolution No. 2012-103

   A Resolution of the City Council of the City of Moreno Valley, California, Adopting the Development Impact Fee (DIF) Update Study 2012 and Adding a New Category - Industrial High Cube – to the Table of Developments in the City of Moreno Valley Subject to DIF

A.17 READOPTING CONFLICT OF INTEREST CODE
(Report of: City Clerk Department)

Recommendations:

1. The City Council adopt Resolution No. 2012-104, readopting a Conflict of Interest Code to amend the list of designated employees having filing requirements, and repealing all prior enactments on the same subject.

   Resolution No. 2012-104

   A Resolution of the City Council of the City of Moreno Valley, California, Readopting a Conflict of Interest Code by Reference to the Fair Political Practices Commission's Standard Model Conflict of Interest Code, and Repealing all Prior Enactments on the Same Subject

2. City Council serving as Successor Agency for the Community

Redevelopment Agency of the City of Moreno Valley adopt Resolution No. SA 2012-105, adopting a Conflict of Interest Code.

Resolution No. SA 2012-105

A Resolution of the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, California, Adopting a Conflict of Interest Code by Reference to the Fair Political Practices Commission's Standard Model Conflict of Interest Code, and Repealing all Prior Enactments on the Same Subject

3. The City Council, as the code reviewing body for the Oversight Board of Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley approve the Conflict of Interest Code adopted by Resolution No. OB 2012-03 (Attachment 5 to the staff report).

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF NOVEMBER 27, 2012 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

B.3 READOPTING CONFLICT OF INTEREST CODE
(Report of: City Clerk Department)

Recommendations
1. The City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD), adopt Resolution No. CSD 2012-22, readopting a Conflict of Interest Code to amend the list of designated employees having filing requirements, and repeal all prior enactments on the same subject.

Resolution No. CSD 2012-22

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Readopting a Conflict of Interest Code by Reference to the Fair Political Practices Commission's Standard Model Conflict of Interest Code and Repealing all Prior Enactments on the Same Subject

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF NOVEMBER 27, 2012 (Report of: City Clerk's Department)

Recommendations
1. Approve as submitted.

C.3 READOPTING CONFLICT OF INTEREST CODE
(Report of: City Clerk Department)

Recommendations
1. The City Council, acting in its capacity as Members of the Moreno Valley Housing Authority, adopt Resolution No. HA 2012-07, readopting a Conflict of Interest Code to amend the list of designated employees having filing requirements, and repealing all prior enactments on the same subject.

   Resolution No. HA 2012-07

   A Resolution of the Moreno Valley Housing Authority of the City of Moreno Valley, California, Adopting a Conflict of Interest Code by Reference to the Fair Political Practices Commission's Standard Model Conflict of Interest Code, and Repealing all Prior Enactments on the Same Subject

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF NOVEMBER 27, 2012 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

E. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration.

Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

E.1 ADOPTION OF FY 2013-2014 CDBG AND HOME PROGRAM OBJECTIVES AND POLICIES
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Conduct a Public Hearing to allow for the community to comment on the needs of low-and-moderate income residents in Moreno Valley, including the CDBG Target Areas.

2. Approve the proposed CDBG and HOME Program Objectives and Policies for the 2013-2014 Program Year.

E.2 A PUBLIC HEARING FOR THE RPT CENTERPOINTE WEST PROJECT AND RELATED ENVIRONMENTAL IMPACT REPORT. PA12-0019 PROPOSES EITHER A 164,720 SQUARE FOOT (SF) WAREHOUSE BUILDING OR AN ENCLOSED TRUCK STORAGE YARD ON 7.6 ACRES AT THE NORTHEAST CORNER OF CACTUS AVE. AND FREDERICK ST. PA12-0020 PROPOSES ADDING 507,720 SF TO AN EXISTING 779,016 SF WAREHOUSE BUILDING ON 18.6 ACRE AT THE NORTHWEST CORNER OF CACTUS AVE. AND GRAHAM ST. PA12-0021 PROPOSES A 607,920 SF WAREHOUSE BUILDING ON 30 ACRES AT THE NORTHWEST CORNER OF GRAHAM ST. AND BRODIAEA AVE. THE PROJECT WILL REQUIRE THE VACATION OF EXISTING JOY STREET. PA12-0022 PROPOSES A ZONE CHANGE FROM BUSINESS PARK - MIXED USE (BPX) TO LIGHT INDUSTRIAL (LI) FOR 7.6 ACRES AT THE NORTHEAST CORNER OF CACTUS AVENUE AND FREDERICK STREET. THE APPLICANT IS RIDGE MORENO VALLEY, LLC.
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Conduct a public hearing for Environmental Impact Report (P12-057), Zone Change application PA12-0022, Plot Plan PA12-0019, Plot Plan PA12-0020, and Plot Plan PA12-0021, and subsequent to the public hearing:

2. APPROVE Resolution No. 2012-106 CERTIFYING that the Environmental Impact Report (EIR) for the RPT Centerpointe West Project has been completed in compliance with the California Environmental Quality Act, ADOPTING Findings and Statement of Overriding Considerations, and APPROVING a Mitigation Monitoring Program.

   Resolution No. 2012-106

A Resolution of the City Council of the City of Moreno Valley, California, Certifying the Final Environmental Impact Report (P12-057), Adoption of the Findings and Statement of Overriding Considerations, and Approval of the Mitigation Monitoring Program for the RPT Centerpointe West Project, Generally Located at or Near the Northeast Corner of Frederick Street and Cactus Avenue on Assessor's Parcel Numbers 297-170-027, -064, -065, -067, -075, -076, & -08.

3. INTRODUCE Ordinance No. 857 APPROVING Zone Change application PA12-0022 for 7.6 acres from Business Park Mixed-Use (BPX) to Light Industrial (LI) as shown on Exhibit A of the staff report.

   Ordinance No. 857

   An Ordinance of the City Council of the City of Moreno Valley, California, Approving Zone Change Application PA12-0022 to Change the Zone From Business Park Mixed-Use to Light Industrial for a 7.6 Acre Site Located at the Northeast Corner of Frederick Street and Cactus Avenue (Assessor's Parcel Number 297-170-027)

4. APPROVE Resolution No. 2012-107 APPROVING Plot Plan PA12-0019, Plot Plan PA12-0020, and Plot Plan PA12-0021), subject to the conditions of approval included as Exhibits A, B and C of the staff report.

   Resolution No. 2012-107

   A Resolution of the City Council of the City of Moreno Valley, California, for Approval of Plot Plan PA12-0019 for a 164,720 SF Warehouse or an Enclosed Truck Storage Yard, Plot Plan PA12-0020 for a 507,720 SF Addition to an Existing 779,016 SF Warehouse for a Total of 1,286,736 SF, and Plot Plan PA12-0021 for a 607,920 SF Warehouse for the RPT Centerpointe West Project.

E.3 PUBLIC HEARING TO ADOPT SUBSTANTIAL AMENDMENT #1 TO THE FY 2012-2013 CDBG ANNUAL ACTION PLAN, AMENDMENT #2 TO THE NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP3)
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Conduct a Public Hearing to allow the public an opportunity to comment on the proposed Substantial Amendment #1 to 2012-13 CDBG Annual Action, Substantial Amendment #2, to the NSP 3 Program.

2. Approve the proposed amendments to the NSP3 Program that redefine the Target Areas, clarify the eligible activities within each Target Area, and reallocate funds between HUD-approved NSP3 eligible activities.

3. Approve the re-appropriations and authorize the Financial & Administrative Services Director to process the adjustments.

4. Authorize the City Manager to reallocate NSP3 funds between HUD-approved grant activities.

E.4 PUBLIC HEARING TO ADOPT SUBSTANTIAL AMENDMENT #2 TO THE FY 2012-2013 CDBG ANNUAL ACTION PLAN, AMENDMENT #2 TO THE NEIGHBORHOOD STABILIZATION PROGRAM 1 (NSP1)
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Conduct a Public Hearing to allow public comment on the proposed Substantial Amendment #1 to the FY 2012-2013 Annual Action Plan, Substantial Amendment #2 to the Neighborhood Stabilization Program 1 (NSP1).

2. Review and adopt the proposed Substantial Amendment #1 to the FY 2012-2013 Annual Action Plan, Substantial Amendment #2 to the Neighborhood Stabilization Program 1 (NSP1).

3. Approve the Revenue and Expense Appropriations in the amount of $3,515,740 and authorize the Financial & Administrative Services Director to process the adjustments.

4. Authorize the City Manager to reallocate grant funds between HUD-approved NSP1 grant activities.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

a) Report by Mayor Richard A. Stewart on March Joint Powers Commission (MJPC)

G.2 DISSOLUTION OF COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE OF THE CITY OF MORENO VALLEY

(Report of: Public Works Department)

Recommendations That the City Council:

1. Acting as the legislative body of Community Facilities District No. 4-Infrastructure of the City of Moreno Valley introduce Ordinance No. 856 ordering the dissolution of CFD No. 4-Infrastructure and the recordation of an amendment to the Notice of Special Tax Lien and repeal of Ordinance 821.

   Ordinance No. 856

   An Ordinance of the City Council of the City of Moreno Valley, California, Dissolving Community Facilities District No. 4-Infrastructure of the City of Moreno Valley and Ordering the Recordation of an Amendment to the Notice of Special Tax Lien Related to such District and Repealing Ordinance No. 821

G.3 APPOINTMENT TO THE PARKS AND RECREATION COMMISSION (TEENAGE MEMBER)
(Report of: City Clerk Department)

Recommendations That the City Council:

1. Appoint Patrick Samones to the Parks and Recreation Commission as a teenage member for a term expiring November 25, 2015, or until high school graduation, whichever comes first.

2. If an appointment is not made, declare the position vacant and authorize the City Clerk to re-notice the position as vacant.

G.4 APPOINTMENT TO THE ARTS COMMISSION
(Report of: City Clerk Department)

Recommendations That the City Council:

1. Appoint one member to the Arts Commission with a term expiring June 30, 2014.

2. If an appointment is not made, declare the position vacant and authorize the City Clerk to re-notice the position as vacant.

G.5 ECONOMIC DEVELOPMENT-RETAIL ANCHOR REUSE INCENTIVE PROGRAM
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Approve establishing a new Economic Development-Retail Anchor Reuse Incentive Program to help assist with the reuse of vacant

anchor retail buildings in Moreno Valley.

G.6 REPORT OF FISCAL YEAR 2011-12 YEAR END AND FISCAL YEAR 2012-13 FIRST QUARTER STATUS; APPROVAL OF FISCAL YEAR 2011-12 CARRYOVERS AND FISCAL YEAR 2012-13 BUDGET ADJUSTMENT RECOMMENDATIONS
(Report of: Financial & Administrative Services Department)

Recommendations That the City Council:

1. Receive and file this report on the status of the financial results for Fiscal Year (FY) 2011-12 and the first quarter ended September 30, 2012 for FY 2012-13.

2. Adopt Resolution No. 2012-108, approving the following: Recommended budget amendments presented in Exhibit A, P1-P3 to be appropriated and included in the FY 2012-13 Approved Budget. The recommended appropriation changes total $270,000 for the General Fund, $564,000 for non-General Funds and $834,000 in total for all funds.Operating carryover expenditures from the FY 2011-12 approved budget presented in Exhibit A, P1-P3 that are recommended to be re-appropriated to be completed as a component of the FY 2012-13 Approved Budget. The recommended appropriation changes total $458,283 for the General Fund, $2,100,005 for non-General Funds and $2,558,288 in total for all funds.Capital Improvement Program (CIP) carryover expenditures from the FY 2011-12 approved budget presented in Exhibit B, P1-P2 that are recommended to be re-appropriated to be completed as a component of the FY 2012-13 Approved Budget. The recommended appropriation changes total $9,962,247.

   Resolution No. 2012-108

   A Resolution of the City Council of the City of Moreno Valley, California, Adopting the Revised Operating Budget for Fiscal Year 2012/13

3. Approve the designation of $101,000 of General Fund fund balance as designated for Outside Legal Services. These funds represent savings in the FY 2011-12 Legal Services Budget and provide a contingency in years when outside legal services may be needed beyond the anticipated budget.

4. Approve the position control changes summarized on page 10 of this report.

Recommendation That the City Council as Successor Agency:

1. Adopt Resolution No. SA 2012-109, approving the Capital Improvement Program (CIP) carryover expenditures from the FY 2011-12 approved budget presented in Exhibit B, P4 that are recommended to be re-appropriated to be completed as a component of the FY 2012-13 Approved Budget. The recommended appropriation changes total $3,084,094.

   Resolution No. SA 2012-109

   A Resolution of the City Council of the City of Moreno Valley Serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, California, Adopting the Revised Operating Budget for Fiscal Year 2012/13

Recommendations That the CSD:

1. Adopt Resolution No. CSD 2012-23, approving the following:Operating carryover expenditures from the FY 2011-12 approved budget presented in Exhibit A, P4 that are recommended to be re-appropriated to be completed as a component of the FY 2012-13 Approved Budget. The recommended appropriation changes total $110,000.Capital Improvement Program (CIP) carryover expenditures from the FY 2011-12 approved budget presented in Exhibit B, page 3 that are recommended to be re-appropriated to be completed as a component of the FY 2012-13 Approved Budget. The recommended appropriation changes total $5,000.

   Resolution No. CSD 2012-23

   A Resolution of the Moreno Valley Community Services District, Adopting the Revised Operating Budget for Fiscal Year 2012/13

G.7 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

G.8 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/City as Successor Agency for the Community Redevelopment Agency/Housing Authority or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

*3 SECTION 54957 - PUBLIC EMPLOYMENT

a. Public Employee Annual Performance Evaluation - City Attorney

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

ADJOURNMENT

***Denotes Revision to the Agenda**

CERTIFICATION

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, certify that the City Council Agenda was posted in the following places pursuant to City of Moreno Valley Resolution No. 2007-40:

City Hall, City of Moreno Valley
14177 Frederick Street

Moreno Valley Library
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center
25075 Fir Avenue

Jane Halstead, CMC,
City Clerk

Date Posted: December 6, 2012

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RLH
CITY MANAGER	MJ

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: December 11, 2012

TITLE: RESOLUTION NO. 2012-96 CERTIFYING GENERAL MUNICIPAL ELECTION RESULTS

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. 2012-96 reciting the facts of the General Municipal Election held November 6, 2012, declaring the results and such other matters as provided by law.

BACKGROUND

On Tuesday, November 6, 2012, the City of Moreno Valley conducted a General Municipal Election for the purpose of electing Council Members in Districts 1, 3, and 5.

The Riverside County Registrar of Voters has now completed the canvass of election returns as provided in §§10260 and 15301 of the California Elections Code and the City's Resolution No. 2012-47 and has provided the required certificate of results, which is attached hereto as Exhibit A.

The names of persons voted for, and the number of votes given in the City for Member of the City Council for District 1 are as follows:

NAME:	NUMBER OF VOTES:	
Daryl Terrell	1,723	23.14%
Daniel Galarza	1,578	21.19%
Jesse L. Molina	4,145	55.67%
	Total: 7,446	100%

The names of persons voted for, and the number of votes given in the City at the election for Member of the City Council for District 3 are as follows:

NAME	NUMBER OF VOTES	
Tom Owings	4,088	39.57%
Robin N. Hastings	3,381	32.73%
Carlos Thomas Ketcham	826	8.00%
Joe “Jose” Garcia	2,035	19.70%
	Total:10,330	100%

The names of persons voted for, and the number of votes given in the City for Member of the City Council for District 5 are as follows:

NAME:	NUMBER OF VOTES:	
Gary Capolino	1,668	24.33%
Alonzo “Lonnie” Cooks	276	4.03%
D. LaDonna Jempson	646	9.42%
Vince Lauro	107	1.56%
Dwayne Lewis	591	8.62%
Victoria Baca	2,118	30.89%
Sherri Batey	988	14.41%
John T. Palmer	463	6.75%
	Total: 6,857	100%

FISCAL IMPACT

An early estimate from the Registrar's office for the cost of the election is $81,000 - $111,000.

SUMMARY

Pursuant to California Elections Code §10263, the City Council must declare the results of the general municipal election held November 6, 2012 and to install the newly elected officers no later than the next regularly scheduled city council meeting following presentation of the 28-day canvas of the returns, or at a special meeting called for this purpose. Adoption of the proposed resolution will comply with such statutory requirement.

NOTIFICATION

Publication of the agenda

ATTACHMENT

1. Proposed resolution

Prepared by:
Jane Halstead, City Clerk, CMC
Department Head Approval

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
	Hearing set for:

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MV00187509

RESOLUTION NO. 2012-96

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, RECITING THE FACTS OF THE GENERAL MUNICIPAL ELECTION HELD NOVEMBER 6, 2012, DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, on Tuesday, November 6, 2012, a General Municipal Election was held and conducted for the purpose of electing Council Members in Districts 1, 3 and 5.

WHEREAS, notice of the election was given in time, form and manner as provided by law; voting precincts were properly established; election officers were appointed and in all respects, the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, pursuant to Resolution 2012-47 adopted on June 12, 2012, the Registrar of Voters of the County of Riverside canvassed the returns of the election and has certified the results thereof to this City Council.

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

SECTION 1. That the whole number of votes cast in the City except vote-by-mail voter ballots was 12,630.

That the whole number of vote-by-mail voter ballots cast in the City was15,246 making a total of 27,876 votes cast in the City.

SECTION 2.

a. That the names of persons voted for, and the number of votes given in the City, at the election for Member of the City Council for District 1 are as follows:

NAME	NUMBER OF VOTES	
Daryl L. Terrell	1,723	23.14%
Daniel Galarza	1,578	21.19%
Jesse L. Molina	4,145	55.67%
Total:	7,446	100%

b. That the names of persons voted for, and the number of votes given in the City, at the election for Member of the City Council for District 3 are as follows:

NAME	NUMBER OF VOTES	
Tom Owings	4,088	39.57%
Robin N. Hastings	3,381	32.73%
Carlos Thomas Ketcham	826	8.00%
Joe "Jose" Garcia	2,035	19.70%
	Total: 10,330	100%

c. That the names of persons voted for, and the number of votes given in the City, at the election for Member of the City Council for District 5 are as follows:

NAME	NUMBER OF VOTES	
Gary Capolino	1,668	24.33%
Alonzo "Lonnie" Cooks	276	4.03%
D. LaDonna Jempson	646	9.42%
Vince Lauro	107	1.56%
Dwayne Lewis	591	8.62%
Victoria Baca	2,118	30.89%
Sherri Batey	988	14.41%
John T. Palmer	463	6.75%
	Total: 6,857	100%

SECTION 3. That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates were as listed on the Statement of Vote prepared by the Registrar of Voters and attached hereto as Exhibit A.

SECTION 4. That the City Council does declare and determine that Jesse L. Molina was elected as a Member of the City Council for District 1 for a full term of four years; and that Tom Owings was elected as a Member of the City Council for District 3 for a full term of four years; and that Victoria Baca was elected as a Member of the City Council for District 5 for a full term of four years.

SECTION 6. That the City Clerk shall enter on the records of the City Council of the City a statement of the results of the election showing: (1) the whole number of votes cast in the City; (2) the names of the persons voted for; (3) for what office each person was voted for; (4) the number of votes given at each precinct to each person; and (5) total number of votes given to each person.

SECTION 7. That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

SECTION 8. That the City Clerk shall certify to the passage and adoption on this resolution and enter it into the book of original resolutions.

APPROVED AND ADOPTED this 11th day of December, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

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MV00187513

Exhibit A

Kari Verjil
Registrar of Voters

Rebecca Spencer
Assistant Registrar of Voters

REGISTRAR OF VOTERS
COUNTY OF RIVERSIDE

November 26, 2012

Jane Halstead
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552

Dear Ms. Halstead:

Enclosed is our certificate to the results of the canvass of election returns for your Consolidated Presidential General Election held on November 6, 2012.

The Certificate of Election forms were given to you at the seminar in June. An invoice for services rendered will be mailed to you under a separate cover. Please let me know if I can be of any further assistance.

Sincerely,

Kari Verjil

KARI VERJIL
Registrar of Voters

Enclosures

2724 Gateway Drive, Riverside, CA 92507-0918 • (951) 486-7200 • FAX (951) 486-7272 • TTY (951) 697-8966
www.voteinfo.net

Kari Verjil
Registrar of Voters

Rebecca Spencer
Assistant Registrar of Voters

REGISTRAR OF VOTERS
COUNTY OF RIVERSIDE

CERTIFICATE OF REGISTRAR OF VOTERS TO THE RESULTS OF THE CANVASS OF ELECTION RETURNS

State of California)
) ss.
County of Riverside)

I, KARI VERJIL, Registrar of Voters of said County, do hereby certify that, in pursuance of the provisions of Sections 15301, 15372, and 15374 of the California Elections Code, and the resolution adopted by the City Council, I did canvass the returns of the votes cast on November 6, 2012, as part of the Consolidated Presidential General Election in the

CITY OF MORENO VALLEY

and I further certify that the statement of votes cast, to which this certificate is attached, shows the whole number of votes for each candidate for elective office at said election, in said City, and in each precinct therein, and that the totals as shown for each candidate are full, true, and correct.

Dated this 26th day of November 2012.

KARI VERJIL
Registrar of Voters

2724 Gateway Drive, Riverside, CA 92507-0918 • (951) 486-7200 • FAX (951) 486-7272 • TTY (951) 697-8966
www.voteinfo.net

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED PRESIDENTIAL ELECTION

100070	CITY COUNCIL MBR, CITY OF MORENO VALLEY, DIST 1															
	Registration	Ballots Cast	Turnout (%)		DARYL TERRELL	DANIEL GALARZA	JESSE L. MOLINA									
50102 MORENO VALLEY/1	1761	473	26.86		84	88	201									
50102 - Vote by Mail Reporting	1761	554	31.46		133	106	230									
50103 MORENO VALLEY/1	905	274	30.28		58	53	108									
50103 - Vote by Mail Reporting	905	317	35.03		76	48	161									
50105 MORENO VALLEY/1	2018	458	22.70		83	75	222									
50105 - Vote by Mail Reporting	2018	520	25.77		107	86	273									
50106 MORENO VALLEY/1	1234	308	24.96		59	62	127									
50106 - Vote by Mail Reporting	1234	400	32.41		89	65	191									
50108 MORENO VALLEY/1	1534	330	21.51		55	45	158									
50108 - Vote by Mail Reporting	1534	455	29.66		83	66	218									
50109 MORENO VALLEY/1	1318	324	24.58		46	62	164									
50109 - Vote by Mail Reporting	1318	340	25.80		66	74	161									
50112 MORENO VALLEY/1	1035	239	23.09		35	47	109									
50112 - Vote by Mail Reporting	1035	343	33.14		80	72	165									
50115 MORENO VALLEY/1	1385	296	21.37		52	55	119									
50115 - Vote by Mail Reporting	1385	422	30.47		83	94	180									
50116 MORENO VALLEY/1	1739	479	27.54		84	86	227									
50116 - Vote by Mail Reporting	1739	582	33.47		101	99	327									
50117 MORENO VALLEY/1	1861	428	23.00		84	74	207									
50117 - Vote by Mail Reporting	1861	618	33.21		129	122	304									
50119 MORENO VALLEY/1	971	290	29.87		81	56	132									
50119 - Vote by Mail Reporting	971	298	30.69		75	45	151									
Precinct Totals	15761	3899	24.74		701	701	1774									
Vote by Mail Reporting Totals	15761	4849	30.77		1022	877	2371									
Grand Totals	15761	8748	55.50		1723	1578	4145									
RIVERSIDE COUNTY	15761	8748	55.50		1723	1578	4145									
41st Congressional District	15761	8748	55.50		1723	1578	4145									
31st Senatorial District	15761	8748	55.50		1723	1578	4145									
61st Assembly District	15761	8748	55.50		1723	1578	4145									
St. Bd of Equalization Dist. 4	15761	8748	55.50		1723	1578	4145									
5th SUPERVISORIAL DISTRICT	15761	8748	55.50		1723	1578	4145									
City of Moreno Valley	15761	8748	55.50		1723	1578	4145									

100071	CITY COUNCIL MBR, CITY OF MORENO VALLEY, DIST 3															
	Registration	Ballots Cast	Turnout (%)		TOM OWINGS	ROBIN N. HASTINGS	CARLOS THOMAS KETCHAM	JOE "JOSE" GARCIA								
50302 MORENO VALLEY/3	1606	564	35.12		199	165	53	68								
50302 - Vote by Mail Reporting	1606	625	38.92		265	215	33	53								
50304 MORENO VALLEY/3	1554	464	29.86		158	118	24	84								
50304 - Vote by Mail Reporting	1554	673	43.31		250	201	39	83								
50308 MORENO VALLEY/3	1154	338	29.29		104	75	6	83								
50308 - Vote by Mail Reporting	1154	430	37.26		112	118	18	126								
50309 MORENO VALLEY/3	1696	460	27.12		143	103	32	89								
50309 - Vote by Mail Reporting	1696	590	34.79		194	161	33	137								
50310 MORENO VALLEY/3	1397	456	32.64		162	117	37	78								
50310 - Vote by Mail Reporting	1397	507	36.29		168	142	49	94								
50311 MORENO VALLEY/3	850	286	33.65		99	68	13	50								
50311 - Vote by Mail Reporting	850	278	32.71		94	79	21	56								
50313 MORENO VALLEY/3	1233	355	28.79		121	103	30	55								
50313 - Vote by Mail Reporting	1233	485	39.33		187	151	45	62								
50316 MORENO VALLEY/3	1302	349	26.80		120	73	20	82								
50316 - Vote by Mail Reporting	1302	421	32.33		136	126	29	86								
50318 MORENO VALLEY/3	2218	570	25.70		180	134	53	109								
50318 - Vote by Mail Reporting	2218	956	43.10		321	316	59	138								
50321 MORENO VALLEY/3	1723	551	31.98		172	137	59	84								
50321 - Vote by Mail Reporting	1723	613	35.58		217	190	48	83								
50322 MORENO VALLEY/3	0	1	0.00			**********		Insufficient Turnout to Protect Voter Privacy						*********		
50322 - Vote by Mail Reporting	0	0	0.00		0	0	0	0								
50323 MORENO VALLEY/3	0	0	0.00		0	0	0	0								
50323 - Vote by Mail Reporting	0	0	0.00		0	0	0	0								
50325 MORENO VALLEY/3	2020	573	28.37		167	151	33	103								
50325 - Vote by Mail Reporting	2020	713	35.30		253	193	42	120								
50327 MORENO VALLEY/3	1123	318	28.32		98	87	31	43								
50327 - Vote by Mail Reporting	1123	472	42.03		167	158	19	69								
Precinct Totals	17876	5286	29.56		1723	1331	381	928								
Vote by Mail Reporting Totals	17876	6763	37.83		2365	2050	435	1107								
Grand Totals	17876	12048	67.40		4088	3381	826	2035								
RIVERSIDE COUNTY	17876	12048	67.40		4088	3381	826	2035								
41st Congressional District	17876	12048	67.40		4088	3381	826	2035								
31st Senatorial District	17876	12048	67.40		4088	3381	826	2035								
61st Assembly District	17876	12048	67.40		4088	3381	826	2035								
St. Bd of Equalization Dist. 4	17876	12048	67.40		4088	3381	826	2035								
5th SUPERVISORIAL DISTRICT	17876	12048	67.40		4088	3381	826	2035								
City of Moreno Valley	17876	12048	67.40		4088	3381	826	2035								

Item No. 1

100072	CITY COUNCIL MBR, CITY OF MORENO VALLEY, DIST 5															
	Registration	Ballots Cast	Turnout (%)		GARY CAPOLINO	ALONZO "LONNIE" COOKS	D. LADONNA JEMPSON	VINCE LAURO	DWAYNE LEWIS	VICTORIA BACA	SHERRI BATEY	JOHN T. PALMER				
50501 MORENO VALLEY/5	2079	410	19.72		71	19	26	4	12	96	44	15				
50501 - Vote by Mail Reporting	2079	603	29.00		102	22	51	9	31	169	82	43				
50504 MORENO VALLEY/5	1410	302	21.42		56	13	20	3	19	77	33	19				
50504 - Vote by Mail Reporting	1410	521	36.95		92	30	38	13	73	113	52	33				
50505 MORENO VALLEY/5	1076	298	27.70		67	9	35	4	23	56	60	12				
50505 - Vote by Mail Reporting	1076	373	34.67		84	14	56	2	27	82	62	21				
50506 MORENO VALLEY/5	1242	287	23.11		63	4	32	2	25	79	28	10				
50506 - Vote by Mail Reporting	1242	413	33.25		97	16	31	5	41	95	57	24				
50507 MORENO VALLEY/5	1333	336	25.21		64	11	25	7	15	73	37	23				
50507 - Vote by Mail Reporting	1333	443	33.23		80	9	46	13	32	113	57	29				
50509 MORENO VALLEY/5	1186	271	22.85		58	12	17	4	7	73	29	12				
50509 - Vote by Mail Reporting	1186	359	30.27		75	8	37	5	27	91	46	18				
50511 MORENO VALLEY/5	993	236	23.77		63	4	17	2	16	54	35	15				
50511 - Vote by Mail Reporting	993	366	36.86		108	9	28	2	49	73	60	16				
50512 MORENO VALLEY/5	1049	210	20.02		38	16	10	5	9	77	19	8				
50512 - Vote by Mail Reporting	1049	219	20.88		34	11	11	4	20	72	22	15				
50515 MORENO VALLEY/5	1601	357	22.30		79	9	23	3	11	121	38	25				
50515 - Vote by Mail Reporting	1601	497	31.04		98	13	34	5	46	136	74	29				
50516 MORENO VALLEY/5	1614	351	21.75		71	9	17	6	21	100	35	24				
50516 - Vote by Mail Reporting	1614	385	23.85		91	25	33	3	23	96	35	33				
50521 MORENO VALLEY/5	1558	388	24.90		87	8	24	2	25	127	35	14				
50521 - Vote by Mail Reporting	1558	455	29.20		92	7	35	4	39	145	58	26				
Precinct Totals	15141	3446	22.76		717	112	248	42	183	933	393	177				
Vote by Mail Reporting Totals	15141	4634	30.61		951	164	400	65	408	1185	595	286				
Grand Totals	15141	8080	53.37		1668	276	648	107	591	2118	988	463				
RIVERSIDE COUNTY	15141	8080	53.37		1668	276	648	107	591	2118	988	463				
41st Congressional District	15141	8080	53.37		1668	276	648	107	591	2118	988	463				
31st Senatorial District	15141	8080	53.37		1668	276	648	107	591	2118	988	463				
61st Assembly District	15141	8080	53.37		1668	276	648	107	591	2118	988	463				
St. Bd of Equalization Dist. 4	15141	8080	53.37		1668	276	648	107	591	2118	988	463				
5th SUPERVISORIAL DISTRICT	15141	8080	53.37		1668	276	648	107	591	2118	988	463				
City of Moreno Valley	15141	8080	53.37		1668	276	648	107	591	2118	988	463				

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MV00187519

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RHA
CITY MANAGER	MJ

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: December 11, 2012

TITLE: CITY COUNCIL REORGANIZATION – MAYOR AND MAYOR PRO TEM

RECOMMENDED ACTION

Recommendation: That the City Council:

1. Conduct the reorganization of the City Council by selecting two Council Members to serve one-year terms respectively as Mayor and Mayor Pro Tem.

ADVISORY BOARD/COMMISSION RECOMMENDATION

"N/A"

SUMMARY

The City Council's Rules of Procedure provide that the City Council meet annually at its first regular meeting in December of each year to choose one of its number as Mayor and another of its number as Mayor Pro Tem. Said Rules of Procedure also provide that the new Mayor and Mayor Pro Tem shall be installed and sworn in during a special ceremonial meeting on the first Tuesday of January. Since the first Tuesday of January is a national holiday and City Hall will be closed, the special ceremonial meeting will be held on January 2, 2013. The Mayor and Mayor Pro Tem shall assume their offices at the regular City Council meeting on the second Tuesday of January (January 8, 2013).

BACKGROUND/DISCUSSION

Section 4.2.3 of the Rules of Procedure provides that nominations for the office of Mayor and Mayor Pro Tem may be made by any member of the City Council and need not be seconded in order to be effective. Each selection shall be by three or more affirmative votes. In the event that no person receives three or more votes in the selection process for one or both offices, the selection process shall be repeated immediately; provided, however, that the two persons receiving the highest number of votes in the preceding selection process shall be the only nominees for the office to be filled. If, upon repeating the selection process for Mayor or Mayor Pro Tem, no person has yet received three affirmative votes for such office, the City Council may either repeat the selection process until the officer has been duly selected or may continue the selection to the next regular meeting of the City Council.

Voting in the selection of Mayor and Mayor Pro Tem shall be by written ballot unless the City Council, by three or more affirmative votes, determines to conduct the selection process by voice vote. If conducted by written ballot, the vote of each Councilmember shall remain undisclosed until all votes have been cast and have been lodged with the City Clerk. The City Clerk shall then read aloud into the minutes of the City Council the identity of the voting Council Member and the name of the person for whom such person is voting. The written ballots shall be public documents and shall be retained in the records of the City Council. The Standard Code of Parliamentary Procedure shall apply to resolve any question of procedure arising during the selection process, which is not governed by Section 4.2 of the City Council Rules of Procedure.

The new Mayor and Mayor Pro Tem shall serve until the next meeting scheduled for selection of Mayor and Mayor Pro Tem in December 2013.

ALTERNATIVES

1. Conduct the reorganization of the City Council by selecting a new Mayor and Mayor Pro Tem.

2. Continue the selection to the next regular meeting of the City Council if upon repeating the selection process, no person receives three affirmative votes for either Mayor or Mayor Pro Tem.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

STAFF RECOMMENDATION

Staff recommends that the City Council conduct the reorganization of the City Council by selecting two Council Members to serve one-year terms respectively as Mayor and Mayor Pro Tem.

NOTIFICATION

Publication of the Agenda

ATTACHMENTS/EXHIBITS

None

Prepared By:
Jane Halstead, City Clerk

Department Head Approval:
Jane Halstead, City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00187523

MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
November 27, 2012

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Proclamation Recognizing Pancreatic Cancer Awareness Month

2. Recognition of Moreno Valley Police Department's Participation in Operation SafeHouse's Stuff the Bus Event

3. Proclamation Recognizing the 25 Anniversary of the Moreno Valley Community Band

4. Moreno Valley Chamber of Commerce Donation to the Boy Scouts of America

5. Recognition of Mayor Pro Tem William H. Batey II and Council Member Robin N. Hastings

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:30 PM
November 27, 2012

CALL TO ORDER

The Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority and the Board of Library Trustees was called to order at 6:55 p.m. by Mayor Richard A. Stewart in the Council Chamber located at 14177 Frederick Street

Mayor Richard A. Stewart announced that the City Council receives a separate stipend for CSD meetings.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Robin N. Hastings

INVOCATION

Pastor Diane Gardner - Beautiful Women of God - Diane Gardner Ministries

ROLL CALL

ROLL CALL

Council:

Richard A. Stewart	Mayor
William H. Batey, II	Mayor Pro Tem
Marcelo Co	Council Member
Robin N. Hastings	Council Member
Jesse L. Molina	Council Member

Staff:

Cindy Miller	Executive Assistant to the Mayor and Council
Juliene Clay	Administrative Assistant
Henry T. Garcia	City Manager
Richard Teichert	Financial and Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Assistant City Manager
Joel Ontiveros	Police Chief
Abdul Ahmad	Fire Chief
Ahmad Ansari	Public Works Director
Barry Foster	Community and Economic Development Director
Tom DeSantis	Human Resources Director
Mike McCarty	Parks & Community Services Director
Prem Kumar	Assistant City Engineer

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, MORENO VALLEY HOUSING AUTHORITY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Richard A. Stewart opened the agenda items for the Consent Calendars for public comments; there being none, public comments were closed.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF NOVEMBER 13, 2012 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of November 7-20, 2012.

A.4 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY

(Report of: Public Works Department)

Recommendation:
Approve Resolution No. 2012-91, amending the Electric Rates for Moreno Valley Utility

Resolution No. 2012-91

A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates, and Electric Service Rules, Fees, and Charges for Moreno Valley Utility

Announcement from Jeannette Olko, of Moreno Valley Utility, the amendments to the electric rates referenced in the staff report on pages 2 and 3.

A.5 APPROVE RESOLUTION NO. 2012-92 AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR STATE-LOCAL PARTNERSHIP PROGRAM (SLPP) GRANT FUNDING FOR THE PERRIS BOULEVARD WIDENING PROJECT FROM IRONWOOD AVENUE TO MANZANITA AVENUE - PROJECT NO. 801 0024 70 77
(Report of: Public Works Department)

Recommendation:
Approve Resolution No. 2012-92 authorizing the submittal of an application for the California Transportation Commission (CTC) State-Local Partnership Program (SLPP) grant for the requested amount of $1.0 million for the Perris Boulevard Widening Project from Ironwood Avenue to Manzanita Avenue.

Resolution No. 2012-92

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing Submittal of an Application for Funds to the California Transportation Commission for the State-Local Partnership Program Grant Under the Proposition 1b Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 for the Perris Boulevard Widening Project from Ironwood Avenue to Manzanita Avenue - Project No. 801 0024 70 77

A.6 AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT AND PURCHASE ORDER WITH LATITUDE GEOGRAPHICS GROUP, LTD. FOR GEOCORTEX ESSENTIALS WEB MAPPING SOFTWARE AND CONSULTANT IMPLEMENTATION SERVICES
(Report of: Financial & Administrative Services Department)

Recommendations

1. Authorize the City Manager to execute an agreement and purchase order with Latitude Geographics Group, Ltd. for costs not-to-exceed $97,242.90 for the Geocortex Essentials Web Mapping software and consultant services, and first year support for the implementation of a new web mapping solution for the City's intranet and Internet sites.

2. Authorize the City Manager to approve annual support, hosting, and update services payments as follows:

   Year 1 - Included – No Charge
   Year 2 - $13,500
   Year 3 - $14,500

   Annual maintenance costs will continue for the useful life of the system with authorization requested through the budget process.

A.7 APPROVE RESOLUTION NO. 2012-93 AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE GRANTS FOR WHICH THE CITY OF MORENO VALLEY IS ELIGIBLE
(Report of: Public Works Department)

Recommendation:
Adopt the proposed Resolution No. 2012-93 approving submittal of application(s) for all CalRecycle grants for which the City of Moreno Valley is eligible.

Resolution No. 2012-93

A Resolution of the City Council of the City of Moreno Valley, California approving submittal of application(s) for all CalRecycle Grants for which the City of Moreno Valley is Eligible

A.8 AUTHORIZATION OF ANNUAL TECHNOLOGY SOFTWARE AND HARDWARE MAINTENANCE PAYMENTS AND WAIVING FORMAL BIDDING AND INSURANCE REQUIREMENTS FOR THESE PAYMENTS
(Report of: Financial & Administrative Services Department)

Recommendations

1. Waive the formal bidding requirements for technology annual maintenance payments.

2. Waive the insurance requirements for technology annual maintenance payments.

3. Authorize the City Manager to make technology annual maintenance payments to various vendors for an aggregate amount not-to-exceed $835,929 during Fiscal Year 2012-13 according to the schedule.

A.9 APPROVAL OF THE CITY'S PARTICIPATION IN THE 2013 WEST COAST THUNDER MEMORIAL DAY BIKE RUN
(Report of: City Manager Department)

Recommendation:
Staff recommends that the City Council approve the City's participation in the 2013 West Coast Thunder Memorial Day Bike Run.

Announcement from Michelle Dawson, Assistant City Manager, on the West Coast Thunder Memorial Day Bike Run.

A.10 APPROVAL OF PAYMENT REGISTER FOR SEPTEMBER, 2012
(Report of: Financial & Administrative Services Department)

Recommendation:
Adopt Resolution No. 2012-94, approving the Payment Register for the month of September, 2012 in the amount of $16,524,028.99.

Resolution No. 2012-94

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Payment Register for the month of September, 2012

A.11 RECEIPT OF QUARTERLY INVESTMENT REPORT – QUARTER ENDED SEPTEMBER 30, 2012
(Report of: Financial & Administrative Services Department)

Recommendation:
Receive and file the Quarterly Investment Report, in compliance with the City's Investment Policy.

A.12 APPROVE THE COOPERATIVE AGREEMENT FOR SUNNYMEAD MASTER DRAINAGE PLAN - LINE B, STAGE 3 (HEACOCK CHANNEL) AMONGST RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, MARCH JOINT POWERS AUTHORITY AND THE CITY OF MORENO VALLEY
PROJECT NO. 804 0001 70 77
(Report of: Public Works Department)

Recommendations
1. Approve the draft Cooperative Agreement for Sunnymead Master

Drainage Plan – Line B, Stage 3 (Heacock Channel) amongst Riverside County Flood Control and Water Conservation District, March Joint Powers Authority and the City of Moreno Valley.

2. Authorize the Public Works Director/City Engineer, or his designee, to make modifications to the draft agreement subject to the approval of the City Attorney.

3. Authorize the City Manager to execute the final agreement subject to the approval of the City Attorney.

4. Once the Agreement has been executed by all parties, authorize the issuance of a purchase order to March Joint Powers Authority up to an amount not-to-exceed $1,250,000.

A.13 NOTICE OF COMPLETION AND ACCEPTANCE OF THE HEACOCK STREET BRIDGE OVER PERRIS VALLEY STORM DRAIN LATERAL "A" IMPROVEMENTS CONSTRUCTED BY KIP, INCORPORATED
PROJECT NO. 802 0001 70 77
(Report of: Public Works Department)

Recommendations

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed and Caltrans acceptance is received for the Heacock Street Bridge over Perris Valley Storm Drain Lateral "A" Improvements constructed by KIP, Incorporated, 25740 Washington Avenue, Murrieta, CA 92562.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code.

3. Authorize the Financial & Administrative Services Director to release the retention to KIP, Incorporated thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project.

4. Authorize the Public Works Director/City Engineer to accept improvements into the City's maintained street system upon acceptance of the improvements within the public right of way as complete.

Announcement from Ahmad Ansari, Public Works Director, outlining the

recommendations before City Council and achievements on project.

A.14 ADOPT RESOLUTION NO. 2012-95 IMPLEMENTING PERMIT PARKING FOR THE RESIDENTS OF ST. CHRISTOPHER LANE ON SATURDAYS AND SUNDAYS
(Report of: Public Works Department)

Recommendation:
Approve and adopt Resolution No. 2012-95 and direct staff to implement permit parking on St. Christopher Lane.

A.15 REJECTION OF ALL BIDS FOR THE EMERGENCY VEHICLE PRE-EMPTION RETROFIT AT 117 SIGNALIZED INTERSECTIONS PROJECT – PROJECT NO. 808 0010 70 76
(Report of: Public Works Department)

Recommendations

1. Reject all bids opened on August 30, 2012 for the Emergency Vehicle Pre-Emption Retrofit at 117 Signalized Intersections project.

2. Direct staff to re-advertise for construction bids Emergency Vehicle Pre-Emption Retrofit at 117 Signalized Intersections project.

Motion to Approve Item A.15 by m/Mayor Pro Tem William H. Batey II, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF NOVEMBER 13, 2012 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

B.3 APPROVAL RENEWAL AND ACCEPT FUNDING FOR THE AFTER SCHOOL EDUCATION AND SAFETY GRANT FOR FISCAL YEAR 2013/2014 THROUGH FISCAL YEAR 2015/2016
(Report of: Parks & Community Services Department)

Recommendation:
Authorize the City Manager to renew and accept funding for the After School Education and Safety Grant (ASES) with the California Department of Education for fiscal years 2013 -2016.

B.4 AUTHORIZE SUBMISSION OF APPLICATION FOR 21ST CENTURY COMMUNITY LEARNING CENTERS GRANT FOR FISCAL YEAR 2013/2014
(Report of: Parks & Community Services Department)

Recommendation:
Authorize the City Manager to submit an application to the California Department of Education for the 21st Century Community Learning Centers Grant for Fiscal Year 2013/2014.

B.5 AUTHORIZE THE SUBMISSION OF APPLICATION FOR ADDITIONAL AFTER SCHOOL EDUCATION AND SAFETY GRANT FUNDS FOR FISCAL YEAR 2013/2014
(Report of: Parks & Community Services Department)

Recommendation:
Authorize the City Manager to submit an application to the California Department of Education for additional After School Education and Safety Grant funds (ASES) for FY 2013-14.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF NOVEMBER 13, 2012 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF NOVEMBER 13, 2012 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 with the exception of A.15, which was pulled for separate action, by m/Mayor Pro Tem William H. Batey II, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

E. PUBLIC HEARINGS

E.1 PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDINGS FOR APN 478-430-031 AND APN 292-280-032 BALLOTING FOR NPDES (Report of: Public Works Department)

Mayor Richard A. Stewart opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Recommendations That the City Council:

1. After conducting the Public Hearing and accepting public testimony, direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballots for Assessor's Parcel Number (APN) 478-430-031 and APN 292-280-032.

The Clerk announced the results as follows:

APN 478-430-031 – "Yes" – 1 – passed
APN 292-280-032 – "Yes" – 1 – passed

2. Verify and accept the results of the mail ballot proceedings as identified on the Official Tally Sheet.

3. Receive and file with the City Clerk's office the Official Tally Sheet.

4. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to APN 478-430-031 and APN 292-280-032.

Motion to Approve Recommendation No. 1 by m/Mayor Pro Tem William H. Batey II, s/Council Member Robin N. Hastings

Approved by a vote of 5-0.

Motion to Approve Recommendation Nos. 2-4 by m/Mayor Pro Tem William H. Batey II, s/Council Member Robin N. Hastings

Approved by a vote of 5-0.

E.2 PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 478-430-031 BALLOTING FOR CSD ZONE M
(Report of: Public Works Department)

Recommendations That the CSD:

1. After conducting the Public Hearing and accepting public testimony, direct the Secretary of the CSD Board (City Clerk) to tabulate the CSD Zone M ballot for Assessor's Parcel Number (APN) 478-430-031.

The Secretary announced the results as follows:

APN 478-430-031 – "Yes" – 1 – passed

2. Verify and accept the results of the mail ballot proceeding as identified on the Official Tally Sheet.

3. Receive and file with the City Clerk's office the Official Tally Sheet.

4. If approved, authorize and impose the annual CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) charge to APN 478-430-031.

President Richard A. Stewart opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Motion to Approve Recommendation No. 1 by m/Vice President William H. Batey II, s/Board Member Robin N. Hastings

Approved by a vote of 5-0.

Motion to Approve Recommendation Nos. 2-4 by m/Vice President William H. Batey II, s/Board Member Robin N. Hastings

Approved by a vote of 5-0.

E.3 ADOPT A MITIGATED NEGATIVE DECLARATION FOR THE NASON STREET IMPROVEMENT PROJECT FROM CACTUS AVENUE TO FIR AVENUE - PROJECT NO. 801 0001 70 77
(Report of: Public Works Department)

Recommendations That the City Council:
Adopt a Mitigated Negative Declaration (MND) for the Nason Street Improvements from Cactus Avenue to Fir Avenue, Project 801 0001 70 77, in that mitigation measures included in the Initial Study and ultimately incorporated into the project construction specifications will reduce all potential environmental impacts to an acceptable level.

Mayor Richard A. Stewart opened the public testimony portion of the public hearing which was received from Deanna Reeder (oppose).

Motion to Approve by m/Council Member Jesse L. Molina, s/Council Member Marcelo Co

Approved by a vote of 5-0.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

Richard A. Stewart opened the agenda item for public comments, which were received from Luke Faubion (oppose) and Jason Shadle (oppose).

Item A.15 was pulled for separate action and discussion.

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

a) Report by Mayor Richard A. Stewart on March Joint Powers Commission (JPC)

b) Report by Council Member Jesse Molina on Riverside Transit Agency (RTA)

Jesse L. Molina

The RTA Directors awarded a contract to Carlsbad based Transportation Management and Design for a study that will examine the agency's current operations and make suggestions on how to improve the operations in the

future. People are being urged to attend RTA meetings and tell the Board their needs. More buses are being used, and records are being broken with ridership. On November 13, RTA gave away 2 Ipads to two college students to commerate the success of the Go Pass and U Pass program. Board members applauded Larry Rubio for the agency's success during the last year. Mr. Rubio was named Manager of the Year by the California Transportation Foundation.

Richard A. Stewart

There was an update from Don Ecker regarding March Health Care, and he is on schedule and has met all his deadlines. He is working hard to get the first two medical buildings in and they are in escrow.

G.2 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

None

G.3 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

None

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION

H.2.1 ORDINANCE NO. 855 - AN ORDINANCE OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADDING CHAPTER 11.85 TO THE CITY OF MORENO VALLEY MUNICIPAL CODE, RELATING TO CRIME FREE MULTI-FAMILY RESIDENTIAL HOUSING (RECEIVED FIRST READING AND INTRODUCTION ON NOVEMBER 13, 2012 BY A 4-0-1 VOTE, MAYOR PRO TEM BATEY ABSENT) (Report of: Police Department)

Recommendations That the City Council:
Adopt Ordinance No. 855 which would make Crime Free Multi-Housing Certification a requirement for owners and/or operators of residential rental housing properties.

Ordinance No. 855

An Ordinance of the City Council of the City of Moreno Valley, California, Adding Chapter 11.85 to the City of Moreno Valley Municipal Code, Relating to Crime Free Multi-Family Residential Housing

Mayor Richard A. Stewart opened the agenda item for public comments; there being none, public comments were closed.

Motion to Approve by m/Mayor Pro Tem William H. Batey II, s/Council Member Robin N. Hastings

Approved by a vote of 5-0.

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

PUBLIC COMMENTS **ON ANY SUBJECT NOT ON THE AGENDA** UNDER THE JURISDICTION OF THE CITY COUNCIL

Deanna Reeder

1. Requested an answer from her previous question
2. Which agenda items were discussed in the last Closed Session

Tom Jerele, Sr.

1. Flood control preparedness
2. Thank you to Council Member Batey and Hastings for their years of service to Moreno Valley
3. Cottonwood Golf Course
4. Annual 4th of July Celebration
5. Memorial Day Thunder Bike Ride

Daryl Terrell

1. Thank you to Council Member Batey and Council Member Hastings for their years of service

Oscar Valedepena

1. Thank you to Fire Chief, Abdul Ahmad and Fire Marshall, Randy Metz on Knox boxes
2. Thank you to Council Member Batey and Council Member Hastings for their years of service on the dais

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Jesse L. Molina

1. It was an interesting month. It is sad two people did their service, and they are leaving. There is hope as the Council moves forward. As a Council everyone worked together and tried to do what was best for the City. Moreno Valley is close to their hearts. Bill and Robin have done a great job. Things change and evolve. Let's look towards the future and leave the past behind.

Robin N. Hastings

1. Very proud of my service to Moreno Valley and what I accomplished in four years. Elimination of a four lane arterial on Ironwood, Nason Street improvements, additional bike lanes and crosswalks, reduced speed limits, and street parking on JFK, Moreno Valley Community College where parking was restricted. Lot of complaints and issues were resolved. It has been a wild ride for 4 years. There have been a lot of battles, and won some and lost some. Major wins were Morrison Street Fire Station, the camera surveillance system, Nason Sreet bridge, Moreno Beach bridge, Eucalyptus going through. Serving with WRCOG, the water agencies, and the County Office of Education was a real educational experience. It was an honor to represent Moreno Valley, and it was an honor to be only the second Chair of that organization from Moreno Valley since 1992. Did the AB 811 program, which is now the largest in the nation. $25M was funded and approved in retrofitting of energy efficiency in western Riverside County, and it is now going state wide. There are many people to thank. Honored to have worked alongside the employees for 18 years. People supported me through four years and the ugliest election I've seen. Mr. Batey is the epitome of honesty and integrity. Thank you to my family that allowed me to represent the City. They were always flexible. My

husband Jim is my source of strength. Anything I ever accomplished is because of him. Thank you to the residents of the 3rd District for allowing me to serve as your representative. I have absolutely no regrets, and I am proud to leave with my ethical standards and my integrity.

William H. Batey II

1. It has been a privilege and honor to serve the 5th District and the entire City. Developed a lot of great friendships and support. To all the employees, it has been outstanding working with each and every one of you. When you see the employees, shake their hands because they are the ones that make the City go. It has been an honor to serve with you. Thanked Oscar, as he was a guiding light in helping me understand the needs of our business community. Without my wife's support I wouldn't have been as succesful in this position as I have been. Robin and I go back 20 plus years, and we have developed a great friendship. When I walked into City Hall, it was Robin that broke me into my position. I will be forever in her debt. Now it's time for me to take a well, long overdue rest, because tomorrow I put 36 years of fire service retirement. A lot of changes in my life. Mike, Parks and Rec, I will be there to support you and make our after school program the best they can be. Thanked the Council Members. Thank you very much, Moreno Valley.

Marcelo Co

1. Thanked everyone in the community for all the hard work and glad election came to an end. Thanked Council Member Hastings and Mayor Pro Tem Batey for the wonderful job they have done for the City. Your votes count. Moving forward, we must work together. In the months to come we will hear your voice. We will make sure we listen to you and make the changes you want. We want to bring changes. All of you who are listening thank you for your votes. Hopefully this new year will bring us new hopes and new aspiration, the good we all look forward to you. Wishing all the luck and thank you.

Richard Stewart

1. Having Bill as an active fire captain was that we always had a keen insight into the fire issues. Often times it came to a competition for the money, fighting over getting three or four police officers. We worked together. Robin jumped on the band wagon for fire stations in District 3. March Joint Powers accomplishments (look at Highway

215). Bill's reading program was very important. He didn't finish, but he was getting the water flow issue solved in the Edgemont area. Robin working for the County and City coming in and knowing how the flow of things worked. It's been a pleasure working with Robin and the safety she was concerned about. We had a hard argument and it was a debate that went on.

2. Several events are planned request that Council coordinate with staff to ensure attendance.

3. We have 2 appraisals for City Clerk and City Attorney, if you cannot make December 4 Closed Session, please call and give me your appraisals. New Council Members cannot do it. We are going to finish them.

4. Moreno Valley Police Department's posse is patrolling the Moreno Valley Mall parking lot during the holidays.

CLOSED SESSION - None

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:37 p.m. by unanimous informal consent.

Submitted by:

_____

City Clerk Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Secretary, Moreno Valley Housing Authority
Secretary, Board of Library Trustees

Approved by:

_____

Mayor Richard A. Stewart
President, Moreno Valley Community Services District
Chairperson, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Moreno Valley Housing Authority
Chairperson, Board of Library Trustees

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MV00187541

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: December 11, 2012

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Reports on Reimbursable Activities for the period of November 21 – December 4, 2012.

Reports on Reimbursable Activities November 21 – December 4, 2012		
Council Member	Date	Meeting
William H. Batey II		None
Marcelo Co		None
Robin N. Hastings		None
Jesse L. Molina	11/28/12	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley
Richard A. Stewart	12/4/12	Moreno Valley Hispanic Chamber of Commerce Adelante

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00187543

APPROVALS	
BUDGET OFFICER	Caf
CITY ATTORNEY	RHH
CITY MANAGER	MBO

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: December 11, 2012

TITLE: AWARD CONSTRUCTION CONTRACT TO SEQUEL CONTRACTORS, INC. FOR THE ALESSANDRO BOULEVARD IMPROVEMENTS AT INDIAN STREET, PROJECT NO. 801 0041 70 77-2002

RECOMMENDED ACTION

Recommendations:

1. Award the construction contract to Sequel Contractors, Inc., 13546 Imperial Hwy., Santa Fe Springs, CA 90670, to the lowest responsible bidder, for the construction of Alessandro Boulevard Improvements at Indian Street.

2. Authorize the City Manager to execute the Agreement with Sequel Contractors, Inc.

3. Authorize the issuance of a Purchase Order to Sequel Contractors, Inc. for $309,608.18 ($269,224.50 base bid amount plus 15% contingency) when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Sequel Contractors, Inc. up to, but not to exceed, the contingency amount of $40,383.68, subject to the approval of the City Attorney.

5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained system, and release the retention to Sequel Contractors, Inc., if no claims are filed against the project.

BACKGROUND

As part of the Fiscal Year 2012-2013 CIP Budget, the City Council approved a budget for the improvements of Alessandro Boulevard at Indian Street.

The Planning Division of the Community and Economic Development Department determined on September 19, 2012, that this project qualifies for a Class I Categorical Exemption as defined in both Section 15301C of the California Environmental Quality Act (CEQA) and Section 4.6B of the City's Rules and Procedures for implementation of CEQA.

DISCUSSION

This project includes the reconstruction of a cross gutter along north side of Alessandro Boulevard at Indian Street and approximately 480 feet of curb, gutter, sidewalk and pavement on north side of Alessandro Boulevard west of Indian Street. The purpose of the project is to improve the drainage flow along the north side of Alessandro Boulevard crossing Indian Street and eliminate the existing standing water issues along the gutter west of Indian Street. Standing water has become a nuisance especially at the bus stop area on Alessandro Boulevard west of Indian Street affecting pedestrians and bus passengers and has damaged the street pavement at this area. The project also includes the reconstruction of access ramps, the bus stop landing area, and driveway approaches to meet ADA requirements.

The design and bidding documents were completed in September 2012 by in-house staff as a cost savings solution for the City. In October 2012, the project was advertised for construction bids. Formal bidding procedures have been followed in conformance with the Public Contract Code. The City Clerk opened bids at 10:15 a.m. on November 15, 2012, for the subject project. Seven (7) bids were received as follows:

	CONTRACTORS	Total Bid Amounts
1.	**Sequel Contractors, Inc., Santa Fe Springs**	**$ 269,224.50**
2.	Hillcrest Contracting, Inc., Corona	$ 274,737.10
3.	Wheeler Paving, Inc., Riverside	$ 287,675.00
4.	All American Asphalt, Corona	$ 299,000.00
5.	United Paving Company, La Mirada	$ 309,608.00
6.	Hardy & Harper, Inc., Santa Ana	$ 311,000.00
7.	Laird Construction Co., Inc., Rancho Cucamonga	$ 337,733.00

The lowest responsible bidder was determined by comparing the total Bid Price of all Base Bid Items, as stipulated in the bidding documents. Staff has reviewed the bid from Sequel Contractors, Inc. and finds Sequel Contractors, Inc. to be the lowest responsible bidder in possession of the appropriate valid contractor's license and bid bond. No outstanding issues were identified through review of the references submitted by Sequel Contractors, Inc. in their bid.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will facilitate completion of the project in a timely manner.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the project and incur more costs to the City.*

FISCAL IMPACT

The project is included in the Fiscal Year 2012-2013 Capital Improvement Program and will be financed using Gas Tax funds (Fund 2000) and Proposition 42 Replacement funds (Fund 2002). These funds are to be used for street improvements. There is no impact to the General Fund.

BUDGETED FUNDS

Gas Tax Fund	
(Account 2000-70-77-80001) (Project No. 801 0041 70 77-2000)	$144,000
Prop 42 Replacement Funds	
(Account 2002-70-77-80001) (Project No, 801 0041 70 77-2002)	$206,000
Total Project Budget	$350,000

ESTIMATED PROJECT COSTS:

Design Costs	$10,000
Construction Costs (includes contingency)	$310,000
Construction Surveying Costs	$12,000
Construction Geotechnical Costs	$8,000
Construction Management and Inspection Services*	$10,000
Total Estimated Project Costs	$350,000

**City staff will provide Construction Management and Inspection Services*

ANTICIPATED PROJECT SCHEDULE:

Start Construction	January 2013
Anticipated Completion of Construction	April 2013

CITY COUNCIL GOALS

PUBLIC SAFETY:

Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This project provides much needed street, sidewalk and drainage improvements for Alessandro Boulevard at Indian Street to ensure the continued safety of pedestrians, drivers, and the general public. City staff recommends awarding a contract to Sequel Contractors, Inc. to construct these improvements.

ATTACHMENTS

Attachment 1: Location Map
Attachment 2: Agreement, Project No. 801 0041 70 77-2002

Prepared By:
Quang Nguyen
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00187549

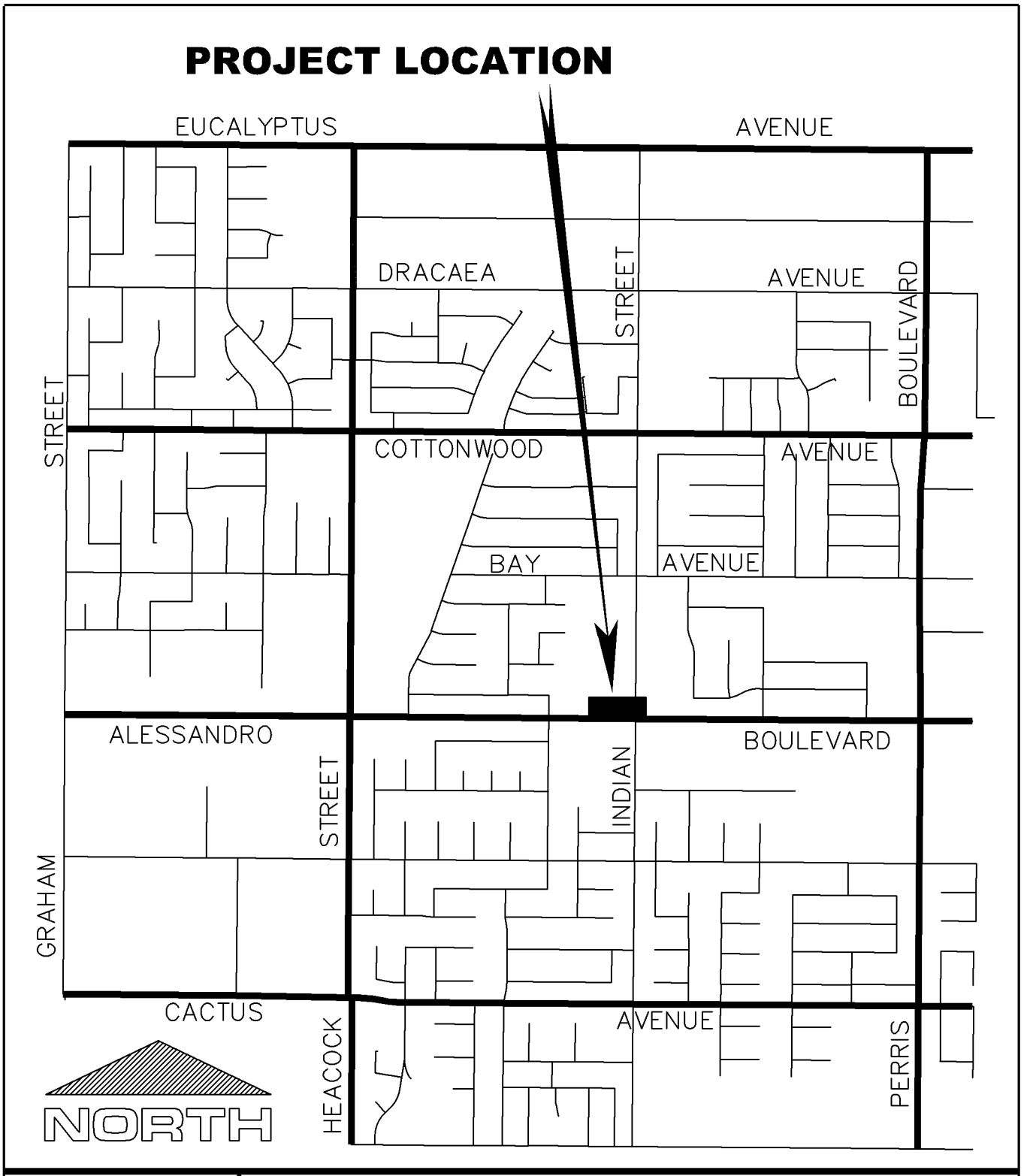

STREET IMPROVEMENTS PROJECT

Public Works Department
Capital Projects Division

LOCATION MAP

ALESSANDRO BOULEVARD
AT INDIAN STREET
PROJECT NO. 801 0041 70 77-2002

Item No. A.4

MV00187550

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MV00187551

Agreement No._____

AGREEMENT

PROJECT NO. 801 0041 70 77-2002

ALESSANDRO BOULEVARD IMPROVEMENTS AT INDIAN STREET

THIS Agreement, effective as of the date signed by the City of Moreno Valley by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Sequel Contractors, Inc.**, hereinafter called the "Contractor."

That the City and the Contractor for the consideration hereinafter named, agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of the following, which are incorporated herein by this reference:

A. Governmental approvals, including, but not limited to, permits required for the Work
B. Any and all Contract Change Orders issued after execution of this Agreement
C. This Agreement
D. Addenda Nos. none inclusive, issued prior to the opening of the Bids
E. City Special Provisions, including the General Provisions and Technical Provisions
F. Standard Specifications for Public Works Construction ("Greenbook") – latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
G. Reference Specifications/Reference Documents
H. Project Plans
I. City Standard Plans
J. Caltrans Standard Plans
K. Eastern Municipal Water District
L. The bound Bidding Documents
M. Contractor's Certificates of Insurance and Additional Insured Endorsements
N. Contractor's Bidder's Proposal and Subcontractor Listing

In the event of conflict between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the above order of precedence.

2. REFERENCE DOCUMENTS. The following Reference Documents are not considered Contract Documents and were provided to the Contractor for informational purposes:

None

3. SCOPE OF WORK. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work described in the Contract

Documents, except as otherwise provided in the Plans, Standard Specifications, or City Special Provisions to be the responsibility of others.

4. PAYMENT.

4.1. **Contract Price and Basis for Payment**. In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Alternate Bid Items, if any, set forth the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Bid Items awarded by the City is **Two Hundred Sixty Nine Thousand Two Hundred Twenty Four and 50/100 Dollars** ($ **269,224.50**) ("Contract Price"). It is understood and agreed that the quantities set forth in the Bidder's Proposal for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder's Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the City Engineer.

4.2. **Payment Procedures**. Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Article 9 of the Standard Specifications, as modified by Article 9 of the City Special Provisions.

5. CONTRACT TIME.

A. Initial Notice to Proceed. After the Agreement has been fully executed by the Contractor and the City, the City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements constitutes the date of commencement of the Contract Time of **Fifty (50) Working Days**. The Contract Time includes the time necessary to fulfill preconstruction requirements and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements shall further specify that Contractor must complete the preconstruction requirements within **Ten (10) Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

Critical preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of Traffic Control Plans
- Submitting and obtaining approval of the Water Pollution Control Plan (WPCP)
- Submitting and obtaining approval of critical required submittals
- Installation of the approved Project Identification Signs
- Obtaining an approved no fee Encroachment Permit
- Notifying all agencies, utilities, business, residents, etc., as outlined in the Bidding Documents

If the City's issuance of a Notice to Proceed to Fulfill Preconstruction Requirements is delayed due to Contractor's failure to return the fully executed Agreement and insurance and bond documents within Ten (10) Working Days after Contract award, then Contractor agrees to the deduction of one (1) Working Day from the number of days to complete the Project for every Working Day of delay in the City's receipt of said documents. This right is in addition to and does not affect the City's right to demand forfeiture of Contractor's Bid Security of Contractor persistently delays in providing the required documentation.

B. Notice to Proceed with Construction. After all preconstruction requirements are met in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements, the City shall issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

6. LIQUIDATED DAMAGES.

6.1. **Liquidated Damages.** The Contractor and City (collectively, the "Parties") have agreed to liquidate damages with respect to Contractor's failure to fulfill the preconstruction requirements and/or failure to complete the Work within the Contract Time. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85. Contractor acknowledges and agrees that the liquidated damages are intended to compensate the City solely for Contractor's failure to meet the deadline for completion of the Work and will not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

In the event that Contractor fails to fulfill the preconstruction requirements and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the City **$415.00 per Calendar day** that completion of the Work is delayed beyond the Contract Time, as adjusted by Contract Change Orders. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

The Contractor and City acknowledge and agree that the foregoing liquidated damages have been set based on an evaluation of damages that the City will incur in the event of late completion of the Work. The Contractor and City acknowledge and agree that the amount of such damages are impossible to ascertain as of the date of execution hereof and have agreed to such liquidated damages to fix the City's damages and to avoid later disputes. It is understood and agreed by Contractor that liquidated damages payable pursuant to this Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the date of execution of this Agreement.

It is further mutually agreed that the City will have the right to deduct liquidated damages against progress payments or retainage and that the City will issue a Change Order or Construction Change Directive and reduce the Contract Price accordingly. In the event the remaining unpaid Contract Price is insufficient to cover the full amount of liquidated damages, Contractor shall pay the difference to the City.

6.2. **Owner is Exempt from Liability for Early Completion Delay Damages**. While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the Owner is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever, including but not limited to, delay cause by Owner or other Excusable Compensable Delay. See Section 6-6 of the Standard Specifications and City Special Provisions regarding compensation for delays.

7. INSURANCE.

7.1. **General**. The Contractor shall procure and maintain at its sole expense and throughout the term of this Agreement, any extension thereof, Commercial General Liability,

Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described herein.

7.2. **Additional Insured Endorsements**. The Contractor shall cause the insurance required by the Contract Document to include the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives as an additional insureds. For the Commercial General Liability coverage, said parties shall be named as additional insureds utilizing either:

1. Insurance Services Office ("ISO") Additional Insured endorsement CG 20 10 (11/85); or

2. ISO Additional Insured endorsement CG 20 10 (10/01) and Additional Insured Completed Operations endorsement CG 20 37 (10/01); or

3. substitute endorsements providing equivalent coverage, approved by the City.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The coverage shall contain no special limitations on the scope of protection afforded to such additional insureds. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.

7.3. **Waivers of Subrogation**. All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives.

7.4. **Primary Coverage**. All policies and endorsements shall stipulate that the Contractor's (and the Subcontractors') insurance coverage shall be primary insurance as respects the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives, and shall be excess of the Contractor's (and its Subcontractors') insurance and shall not contribute with it.

7.5. **Coverage Applies Separately to Each Insured and Additional Insured**. Coverage shall state that the Contractor's (and its Subcontractors') insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage shall apply to any claim or suit brought by an additional insured against a named insured or other insured.

7.6. **Self-Insurance**. Any self-insurance (including deductibles or self-insured retention in excess of $50,000) in lieu of liability insurance must be declared by Contractor and approved by the City in writing prior to execution of the Agreement. The City's approval of self-insurance, if any, is within the City's sole discretion and is subject to the following conditions:

1. Contractor must, at all times during the term of the Agreement and for a period of at least **one (1)** year after completion of the Project, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the City Special Provisions, maintain and upon Owner's reasonable request provide evidence of:

   (a) Contractor's "net worth" (defined as "total assets" [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property and equipment and intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;

   (b) financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill; and

   (c) a claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.

2. If at any time after such self-insurance has been approved Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this Paragraph 7, at the option of the City:

   (a) the Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph 7 and otherwise on the terms required above; or

   (b) the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or

   (c) the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

7.7. **Insurer Financial Rating**. Insurance companies providing insurance hereunder shall be rated A-:VII or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

7.8. **Notices to City of Cancellation or Changes**. Each insurance policy described in this Paragraph 7 shall contain a provision or be endorsed to state that coverage will not be cancelled without **thirty (30) days'** prior written notice by certified or registered mail to the City (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to the City), except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. If an insurance carrier cancels any policy or elects not to renew any policy required to be maintained by Contractor pursuant to the Contract Documents, Contractor agrees to give written notice to the City at the address indicated on the first page of the Agreement. Contractor agrees to provide the same notice of cancellation and non-renewal to the City that is required by such policy(ies) to be

provided to the First Named Insured under such policy(ies). Contractor shall provide confirmation that the required policies have been renewed not less than seven (7) days prior to the expiration of existing coverages and shall deliver renewal or replacement policies, certificates and endorsements to the City Clerk within fourteen (14) days of the expiration of existing coverages. Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City Clerk copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

7.9. **Commercial General Liability**. Coverage shall be written on an ISO Commercial General Liability "occurrence" form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the City Special Provisions.

Contractor shall maintain Commercial General Liability insurance with the following minimum limits: $1,000,000 per occurrence / $2,000,000 aggregate / $2,000,000 products-completed operations.

7.10. **Business Automobile Liability**. Coverage shall be written on ISO form CA 00 01 (12/93 or later edition) or a substitute form providing equivalent coverage for owned, hired, leased and non-owned vehicles, whether scheduled or not, with $1,000,000 combined single limit per accident for bodily injury and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.11. **Workers' Compensation**. Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

1. Provide copy of permissive self-insurance certificate approved by the State of California; or
2. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of **$1,000,000** per accident; or
3. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

7.12. **Subcontractors' Insurance**. The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

8. BONDS. The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the City. The bond shall be

furnished as a guarantee of the faithful performance of the requirements of the Contact Documents as may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the City and the City's Separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

The Contractor shall furnish a satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, form, or entity eligible to file a stop notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the City, become non-responsible or unacceptable, the Contractor shall, within ten (10) Calendar Days after receiving notice from the City, provide written documentation to the Satisfaction of the City that Contractor has secured new or additional sureties for the bonds; otherwise the Contractor shall be in default of the Contract. No further payments hall be deemed due or will be made under Contract until a new surety(ies) qualifies and is accepted by the City.

Contractor agrees that the Labor and Materials Payment Bond and Faithful Performance Bond attached to this Agreement are for reference purposes only, and shall not be considered a part of this Agreement. Contractor further agrees that said bonds are separate obligations of the Contractor and its surety, and that any attorney's fee provision contained in any payment bond or performance bond shall not apply to this Agreement. In the event there is any litigation between the parties arising from the breach of this Agreement, each party will bear its own attorneys' fees in the litigation.

9. RECORDS. The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records

shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for at least three (3) years after Final Acceptance.

10. INDEMNIFICATION.

10.1. **General**. To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect, hold harmless and defend (even if the allegations are false, fraudulent, or groundless), the City of Moreno Valley, its City Council, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), and all of their respective officials, officers, directors, employees, commission members, representatives and agents ("Indemnitees"), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the Work, the Project or any breach of the Contract by Contractor or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, or any person performing any of the Work, pursuant to a direct or indirect contract with the Contractor ("Indemnity Claims"). Such Indemnity Claims include, but are not limited to, claims for:

A. Any activity on or use of the City's premises or facilities;
B. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
C. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;
D. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
E. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor's warranties, representations or agreements set forth in the Contract Documents;
F. Any failure to coordinate the Work with City's Separate Contractors;
G. Any failure to provide notice to any party as required under the Contract Documents;
H. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;
I. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;
J. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the City) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);

K. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;

L. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors;

M. Any operation conducted upon or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;

N. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;

O. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or Owner arising out of Contractor's Work, for which the Contractor is responsible; and

P. Any and all claims against the City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the City from such claims.

10.2. **Effect of Indemnitees' Active Negligence**. Contractor's obligations to indemnify and hold the Indemnitees harmless **exclude** only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 11. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

10.3. **Independent Defense Obligation.** The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitee(s) shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. The Contractor shall respond within thirty (30) Calendar Days to the tender of any Indemnity Claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to the City.

10.4. **Intent of Parties Regarding Scope of Indemnity.** It is the intent of the parties that the Contractor and its Subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity or hold harmless provisions in the Contract Documents are found to be ambiguous, or in conflict

with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

10.5. **Waiver of Indemnity Rights Against Indemnitees.** With respect to third party claims against the Contractor, to the fullest extent permitted by law, the Contractor waives any and all rights to any type of express or implied indemnity against the Indemnitees.

10.6. **Subcontractor Requirements.** In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Paragraph 11.

10.7. **No Limitation or Waiver of Rights.** Contractor's obligations under this Paragraph 11 are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Paragraph 11 are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Paragraph 11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

10.8. **Withholding to Secure Obligations.** In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

10.9. **Survival of Indemnity Obligations.** Contractor's obligations under this Paragraph 11 are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

11. SUCCESSORS AND ASSIGNS. The Parties bind themselves, their heirs, executors, administrators, successors and assigns the covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not, either voluntarily or by action of law, assign any right or obligation of the Contractor under the Contract Documents without prior written consent of the City.

(SIGNATURE PAGE FOLLOWS)

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
City Manager

DATE:_____

SEQUEL CONTRACTORS, INC

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer

_____
Date

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. A general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed hereto.

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MV00187563

APPROVALS	
BUDGET OFFICER	Caf
CITY ATTORNEY	RHS
CITY MANAGER	MBO

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, Public Works Director/City Engineer

AGENDA DATE: December 11, 2012

TITLE: AWARD CONSTRUCTION CONTRACT TO C & C GRADING & PAVING, INC. FOR THE STREET IMPROVEMENT PROGRAM, KENTLAND LANE SOUTH OF EUCALYPTUS AVENUE, WILSON PLACE AND KENNY DRIVE, PROJECT NO. 801 0011 70 77

RECOMMENDED ACTION

Recommendations:

1. Award the construction contract for $243,613.96 to C & C Grading & Paving, Inc., P.O. Box 251, Temecula, CA 92593, the lowest responsible bidder, for construction of the Street Improvement Program, Kentland Lane south of Eucalyptus Avenue, Wilson Place and Kenny Drive.
2. Authorize the City Manager to execute the Agreement with C & C Grading & Paving, Inc.
3. Authorize the issuance of a Purchase Order to C & C Grading & Paving, Inc. for $292,336.75 ($243,613.96 bid plus 20% contingency) when the contract has been signed by all parties.
4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with C & C Grading & Paving, Inc. up to, but not exceeding, the contingency amount of $48,722.79, subject to the approval of the City Attorney.
5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained system, and release the retention to C & C Grading & Paving, Inc., if no claims are filed against the project.

BACKGROUND

The Street Improvement Program (SIP) is a multi-year Capital Improvement Plan to facilitate construction of selected unimproved streets. The streets to be improved are selected from a list of streets demonstrating the need for improvement per established review criteria for public road, utility, and public service purposes.

The City Council approved the Fiscal Year 2012/2013 Capital Improvement Plan budget with the following streets listed for improvement in the SIP: Kentland Lane south of Eucalyptus Avenue, Wilson Place from Hubbard Street to Kenny Drive, and Kenny Drive from Wilson Place to Hilton Street. Each of these streets is either paved with deteriorating asphalt concrete or is native material. When the project construction is complete, the streets will be paved with twenty-four (24) feet (two lanes) of asphalt concrete.

The design and construction documents have been prepared by in-house staff as a cost saving solution for the City. In October 2012, the City Engineer approved the Plans and Specifications for the project, and authorized the advertisement for construction bids.

DISCUSSION

This project is part of the City's ongoing SIP. The project involves the reconstruction of three (3) streets citywide with Asphalt Concrete (AC) pavement roadway, striping, and signage. The improvements also include drainage, driveway construction, mailbox and utility relocations. Limited grading is required along the roadways to transition to existing improvements along the frontage of the streets. This project is determined as a Class 1 Categorical Exemption (CE) pursuant to Section 15301 of the State CEQA Guidelines.

This project will improve the following three (3) streets:

STREET NAME	FROM	TO
Kentland Lane	south end	Eucalyptus Avenue
Wilson Place	Hubbard Street	Kenny Drive
Kenny Drive	Wilson Place	Hilton Street

Formal bidding procedures have been followed in conformance with the Public Contract Code and City requirements. The City Clerk opened bids at 2:00 p.m., November 29, 2012. Eight (8) valid and responsive bids were received and are as follows:

CONTRACTORS:

1. **C & C Grading & Paving, Inc., Temecula $243,613.96**
2. Sequel Contractors, Inc., Santa Fe Springs $259,385.00
3. Hardy & Harper, Inc., Santa Ana $262,000.00
4. Wheeler Paving, Inc, Riverside $266,464.00
5. All American Asphalt, Corona $267,000.00
6. Hillcrest Contracting, Corona $281,462.00

7. Laird Construction Company, Inc., Rancho Cucamonga $297,792.00
8. Sean Malek Engineering & Construction, Temecula $423,990.00

Engineers Estimate $202,165.00

Staff has reviewed the bid by C & C Grading & Paving, Inc. and finds it to be the lowest responsible bidder in possession of a valid license for this work and providing a bid bond as required. No outstanding issues were identified through review of the references submitted by C & C Grading & Paving, Inc.

The project was bid on the basis of a Base Bid and Additive Alternate Bid A. The Base Bid includes Kentland Lane south of Eucalyptus Avenue; Additive Alternate Bid A includes Wilson Place and Kenny Drive. The bid documents stipulated that the low bidder would be determined by the total of the Base Bid and Additive Alternate Bid A. Staff recommends, and this report reflects, the award of the Contract to include all three (3) streets, the Base Bid plus the Additive Alternate Bid A option.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the timely construction of the improvements on Kentland Lane, Wilson Place and Kenny Drive.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the construction of the improvements on Kentland Lane, Wilson Place and Kenny Drive.*

FISCAL IMPACT

This project is included in the Fiscal Year 2012/2013 Capital Improvements Plan Budget and is financed using Measure A funds (Fund 2001). **These funds can only be used for transportation related projects.** There is no impact on the General Fund.

AVAILABLE CONSTRUCTION FUNDS:

Fiscal Year 2012/2013 Street Improvement Program
(G/L No. 2001-70-77-80001) (Project No. 801 0011 70 77) $676,000.00
Total Budget: $676,000.00

ESTIMATE CONSTRUCTION RELATED COSTS:

Contractor Construction Costs (includes 20% contingency) $293,000.00
Construction Survey Services $20,000.00
Construction Geotechnical Services $25,000.00
Project Management, Administration, and Inspection* $40,000.00
Total Estimated Project Costs $378,000.00

** Public Works and consultant staff will provide Project Administration including inspection services.*

ANTICIPATED PROJECT SCHEDULE

Start Construction ..... January 2013

Anticipated Completion of Construction ..... April 2013

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS:
Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts (including home rehabilitation) and neighborhood restoration.

SUMMARY

The Street Improvement Program (SIP) facilitates the improvement of streets selected from a list of streets demonstrating the need for improvement, based on established review criteria for public road, utility, and public service purposes. The SIP will construct asphalt concrete pavement for the three (3) selected streets: Kentland Lane south of Eucalyptus Avenue, Wilson Place and Kenny Drive. The City Council is requested to award the construction contract to C & C Grading & Paving, Inc. and authorize the issuance of the purchase order for the street improvement construction.

NOTIFICATION

Local residents, law enforcement, the fire department, hospitals, and schools in the area will be notified of the proposed construction. Construction notification signs will also be installed to notify commuters of the construction work.

ATTACHMENTS

Attachment 1: Location Map
Attachment 2: Agreement

Prepared By:
Henry Ngo
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00187569

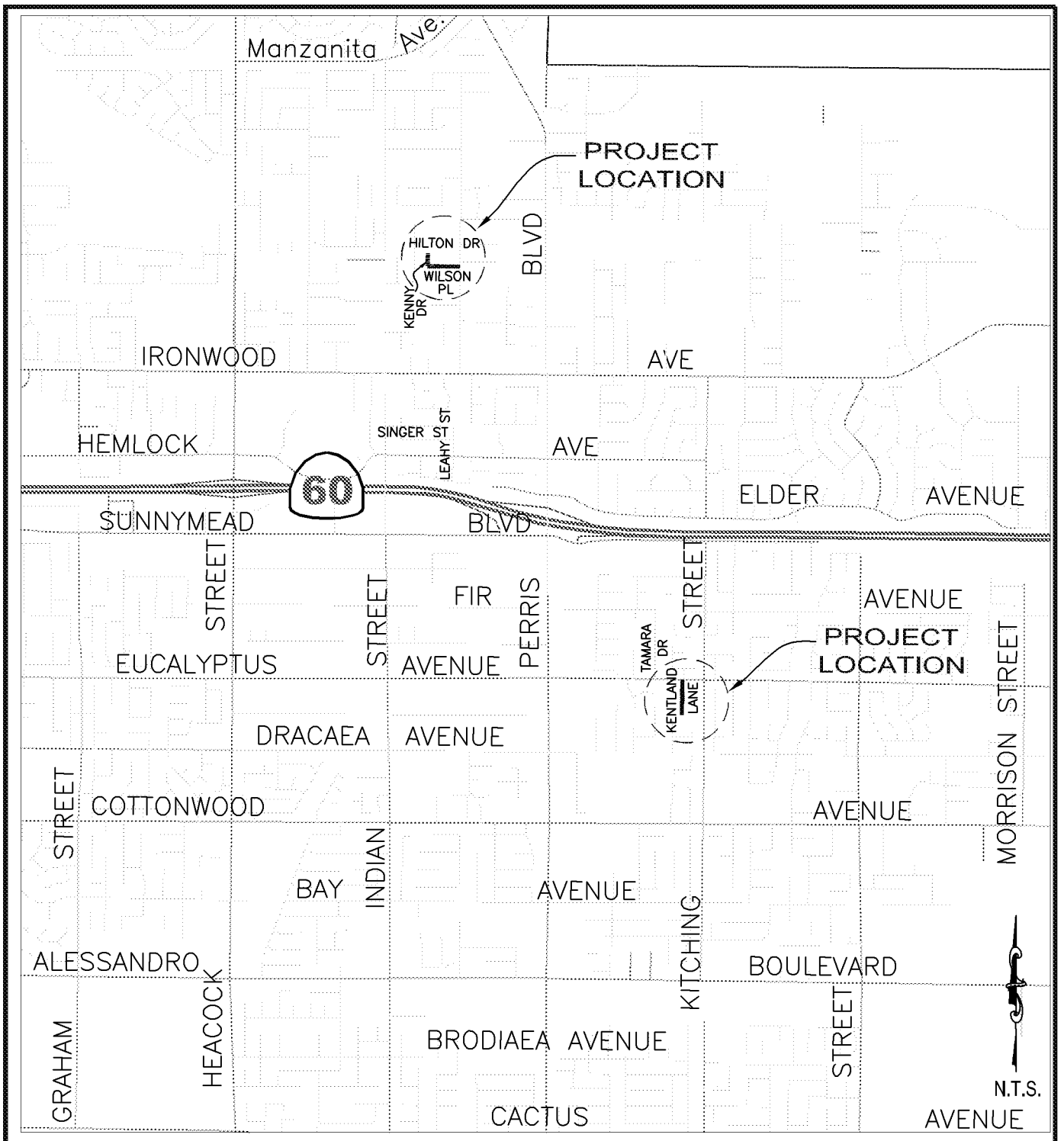

LOCATION MAP

Public Works Department
Capital Projects Division

Scale: None

ATTACHMENT 1

STREET IMPROVEMENT PROGRAM

KENTLAND LANE, WILSON PLACE, AND KENNY DRIVE

PROJECT No. 801 0011 70 77

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MV00187571

Agreement No._____

AGREEMENT

PROJECT NO. 801 0011 70 77

STREET IMPROVEMENT PROGRAM
Kentland Lane south of Eucalyptus Avenue, Wilson Place, and Kenny Drive

THIS Agreement, effective as of the date signed by the City of Moreno Valley by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **C & C Grading & Paving, Inc.**, hereinafter called the "Contractor."

That the City and the Contractor for the consideration hereinafter named, agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of the following, which are incorporated herein by this reference:

A. Governmental approvals, including, but not limited to, permits required for the Work
B. Any and all Contract Change Orders issued after execution of this Agreement
C. This Agreement
D. Addenda No. **none**, issued prior to the opening of the Bids
E. City Special Provisions, including the General Provisions and Technical Provisions
F. Standard Specifications for Public Works Construction ("Greenbook") – latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
G. Project Plans
H. City Standard Plans
I. The bound Bidding Documents
J. Contractor's Certificates of Insurance and Additional Insured Endorsements
K. Contractor's Bidder's Proposal and Subcontractor Listing

In the event of conflict between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the above order of precedence.

2. REFERENCE DOCUMENTS. The following Reference Documents are not considered Contract Documents and were provided to the Contractor for informational purposes:

A. None

3. SCOPE OF WORK. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work described in the Contract

Documents, except as otherwise provided in the Plans, Standard Specifications, or City Special Provisions to be the responsibility of others.

4. PAYMENT.

4.1. **Contract Price and Basis for Payment**. In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Alternate Bid Items, if any, set forth the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Base Bid Items and Alternate Bid Items, if any, awarded by the City is **Two Hundred Forty Three Thousand Six Hundred Thirteen and 96/100 Dollars ($243,613.96)** ("Contract Price"). The Alternate Bid A Items were selected by the City and included in the Contract. It is understood and agreed that the quantities set forth in the Bidder's Proposal for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder's Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the City Engineer.

4.2. **Payment Procedures**. Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Article 9 of the Standard Specifications, as modified by Article 9 of the City Special Provisions.

5. CONTRACT TIME.

A. Contract Time. The Contract Time shall be determined in accordance with the following:

Base Bid	45 Working Days
Alternate Bid A	30 Working Days

B. Initial Notice to Proceed. After the Agreement has been fully executed by the Contractor and the City, the City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements constitutes the date of commencement of the Contract Time of **Seventy-Five (75) Working Days for Base Bid plus Alternate Bid A**. The Contract Time includes the time necessary to fulfill preconstruction requirements, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements shall further specify that Contractor must complete the preconstruction requirements within **Fifteen (15) Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

Preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of Traffic Control Plans
- Submitting and obtaining approval of the Stormwater Pollution Prevention Plan (SWPPP)/Water Pollution Control Plan (WPCP)
- Submitting and obtaining approval of critical required submittals
- Installation of the approved Project Identification Signs
- Obtaining an approved no fee Encroachment Permit

- Obtaining a Temporary Use Permit for a construction yard
- Notifying all agencies, utilities, residents, etc., as outlined in the Bidding Documents
- Completion of all pre-construction activities under Environmental Mitigations

If the City's issuance of a Notice to Proceed to Fulfill Preconstruction Requirements is delayed due to Contractor's failure to return the fully executed Agreement and insurance and bond documents within ten (10) Working Days after Contract award, then Contractor agrees to the deduction of one (1) Working Day from the number of days to complete the Project for every Working Day of delay in the City's receipt of said documents. This right is in addition to and does not affect the City's right to demand forfeiture of Contractor's Bid Security of Contractor persistently delays in providing the required documentation.

Notice to Proceed with Construction. After all preconstruction requirements are met and materials have been ordered in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements, the City shall issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

6. LIQUIDATED DAMAGES

6.1. **Liquidated Damages.** The Contractor and City (collectively, the "Parties") have agreed to liquidate damages with respect to Contractor's, failure to fulfill the preconstruction requirements, and/or failure to complete the Work within the Contract Time. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85. Contractor acknowledges and agrees that the liquidated damages are intended to compensate the City solely for Contractor's failure to meet the deadline for completion of the Work and will not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

In the event that Contractor fails to fulfill the preconstruction requirements and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the City **$400.00 per Calendar day** that completion of the Work is delayed beyond the Contract Time, as adjusted by Contract Change Orders. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

The Contractor and City acknowledge and agree that the foregoing liquidated damages have been set based on an evaluation of damages that the City will incur in the event of late completion of the Work. The Contractor and City acknowledge and agree that the amount of such damages are impossible to ascertain as of the date of execution hereof and have agreed to such liquidated damages to fix the City's damages and to avoid later disputes. It is understood and agreed by Contractor that liquidated damages payable pursuant to this Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the date of execution of this Agreement.

It is further mutually agreed that the City will have the right to deduct liquidated damages against progress payments or retainage and that the City will issue a Change Order or Construction Change Directive and reduce the Contract Price accordingly. In the event the remaining unpaid Contract Price is insufficient to cover the full amount of liquidated damages, Contractor shall pay the difference to the City.

6.2. **Owner is Exempt from Liability for Early Completion Delay Damages.** While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the Owner is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever, including but not limited to, delay cause by Owner or other Excusable Compensable Delay. See Section 6-6 of the Standard Specifications and City Special Provisions regarding compensation for delays.

7. INSURANCE.

7.1. **General.** The Contractor shall procure and maintain at its sole expense and throughout the term of this Agreement, any extension thereof, Commercial General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described herein.

7.2. **Additional Insured Endorsements.** The Contractor shall cause the insurance required by the Contract Document to include the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives as an additional insureds. For the Commercial General Liability coverage, said parties shall be named as additional insureds utilizing either:

1. Insurance Services Office ("ISO") Additional Insured endorsement CG 20 10 (11/85); or

2. ISO Additional Insured endorsement CG 20 10 (10/01) and Additional Insured Completed Operations endorsement CG 20 37 (10/01); or

3. substitute endorsements providing equivalent coverage, approved by the City.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The coverage shall contain no special limitations on the scope of protection afforded to such additional insureds. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.

7.3. **Waivers of Subrogation.** All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives.

7.4. **Primary Coverage.** All policies and endorsements shall stipulate that the Contractor's (and the Subcontractors') insurance coverage shall be primary insurance as respects the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and

representatives, and shall be excess of the Contractor's (and its Subcontractors') insurance and shall not contribute with it.

7.5. **Coverage Applies Separately to Each Insured and Additional Insured**. Coverage shall state that the Contractor's (and its Subcontractors') insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage shall apply to any claim or suit brought by an additional insured against a named insured or other insured.

7.6. **Self-Insurance**. Any self-insurance (including deductibles or self-insured retention in excess of $50,000) in lieu of liability insurance must be declared by Contractor and approved by the City in writing prior to execution of the Agreement. The City's approval of self-insurance, if any, is within the City's sole discretion and is subject to the following conditions:

1. Contractor must, at all times during the term of the Agreement and for a period of at least **one (1)** year after completion of the Project, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the City Special Provisions, maintain and upon Owner's reasonable request provide evidence of:

   (a) Contractor's "net worth" (defined as "total assets" [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property and equipment and intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;

   (b) financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill; and

   (c) a claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.

2. If at any time after such self-insurance has been approved Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this Paragraph 7, at the option of the City:

   (a) the Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph 7 and otherwise on the terms required above; or

   (b) the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or

   (c) the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

7.7. **Insurer Financial Rating**. Insurance companies providing insurance hereunder shall be rated A-VII or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

7.8. **Notices to City of Cancellation or Changes**. Each insurance policy described in this Paragraph 7 shall contain a provision or be endorsed to state that coverage will not be cancelled without **thirty (30) days'** prior written notice by certified or registered mail to the City (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to the City), except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. If an insurance carrier cancels any policy or elects not to renew any policy required to be maintained by Contractor pursuant to the Contract Documents, Contractor agrees to give written notice to the City at the address indicated on the first page of the Agreement. Contractor agrees to provide the same notice of cancellation and non-renewal to the City that is required by such policy(ies) to be provided to the First Named Insured under such policy(ies). Contractor shall provide confirmation that the required policies have been renewed not less than seven (7) days prior to the expiration of existing coverages and shall deliver renewal or replacement policies, certificates and endorsements to the City Clerk within fourteen (14) days of the expiration of existing coverages. Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City Clerk copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

7.9. **Commercial General Liability**. Coverage shall be written on an ISO Commercial General Liability "occurrence" form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the City Special Provisions.

Contractor shall maintain Commercial General Liability insurance with the following minimum limits: $1,000,000 per occurrence / $2,000,000 aggregate / $2,000,000 products-completed operations.

7.10. **Business Automobile Liability**. Coverage shall be written on ISO form CA 00 01 (12/93 or later edition) or a substitute form providing equivalent coverage for owned, hired, leased and non-owned vehicles, whether scheduled or not, with $1,000,000 combined single limit per accident for bodily injury and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.11. **Workers' Compensation**. Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

1. Provide copy of permissive self-insurance certificate approved by the State of California; or

2. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of **$1,000,000** per accident; or
3. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

7.12. **Subcontractors' Insurance**. The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

8. BONDS. The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the City. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contact Documents as may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the City and the City's Separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

The Contractor shall furnish a satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, form, or entity eligible to file a stop notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the City, become non-responsible or unacceptable, the Contractor shall, within ten (10) Calendar Days after receiving notice from the City, provide written documentation to the Satisfaction of the City that Contractor has secured new or additional sureties for the bonds; otherwise the Contractor shall be in

default of the Contract. No further payments hall be deemed due or will be made under Contract until a new surety(ies) qualifies and is accepted by the City.

Contractor agrees that the Labor and Materials Payment Bond and Faithful Performance Bond attached to this Agreement are for reference purposes only, and shall not be considered a part of this Agreement. Contractor further agrees that said bonds are separate obligations of the Contractor and its surety, and that any attorney's fee provision contained in any payment bond or performance bond shall not apply to this Agreement. In the event there is any litigation between the parties arising from the breach of this Agreement, each party will bear its own attorneys' fees in the litigation.

9. RECORDS. The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for at least three (3) years after Final Acceptance.

10. INDEMNIFICATION.

10.1. **General.** To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect, hold harmless and defend (even if the allegations are false, fraudulent, or groundless), the City of Moreno Valley, its City Council, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and all of their respective officials, officers, directors, employees, commission members, representatives and agents ("Indemnitees"), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the Work, the Project or any breach of the Contract by Contractor or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, or any person performing any of the Work, pursuant to a direct or indirect contract with the Contractor ("Indemnity Claims"). Such Indemnity Claims include, but are not limited to, claims for:

A. Any activity on or use of the City's premises or facilities;
B. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
C. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;
D. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
E. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor's warranties, representations or agreements set forth in the Contract Documents;

F. Any failure to coordinate the Work with City's Separate Contractors;
G. Any failure to provide notice to any party as required under the Contract Documents;
H. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;
I. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;
J. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the City) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);
K. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;
L. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors;
M. Any operation conducted upon or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;
N. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;
O. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or Owner arising out of Contractor's Work, for which the Contractor is responsible; and
P. Any and all claims against the City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the City from such claims.

10.2. **Effect of Indemnitees' Active Negligence**. Contractor's obligations to indemnify and hold the Indemnitees harmless **exclude** only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 11. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

10.3. **Independent Defense Obligation.** The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitee(s) shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because

the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. The Contractor shall respond within thirty (30) Calendar Days to the tender of any Indemnity Claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to the City.

10.4. **Intent of Parties Regarding Scope of Indemnity.** It is the intent of the parties that the Contractor and its Subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity or hold harmless provisions in the Contract Documents are found to be ambiguous, or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

10.5. **Waiver of Indemnity Rights Against Indemnitees.** With respect to third party claims against the Contractor, to the fullest extent permitted by law, the Contractor waives any and all rights to any type of express or implied indemnity against the Indemnitees.

10.6. **Subcontractor Requirements.** In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Paragraph 11.

10.7. **No Limitation or Waiver of Rights.** Contractor's obligations under this Paragraph 11 are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Paragraph 11 are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Paragraph 11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

10.8. **Withholding to Secure Obligations.** In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of

the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

10.9. **Survival of Indemnity Obligations.** Contractor's obligations under this Paragraph 11 are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

11. SUCCESSORS AND ASSIGNS. The Parties bind themselves, their heirs, executors, administrators, successors and assigns the covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not, either voluntarily or by action of law, assign any right or obligation of the Contractor under the Contract Documents without prior written consent of the City.

(SIGNATURE PAGE FOLLOWS)

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
City Manager

DATE:_____

C & C Grading & Paving, Inc.

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer

_____
Date

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. A general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, ~~is/are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

Item No. A.5

BOND NO. _____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Price)

PROJECT NO. 801 0011 70 77

STREET IMPROVEMENT PROGRAM
Kentland Lane south of Eucalyptus Avenue, Wilson Place, and Kenny Drive

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to **C & C Grading & Paving, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City of Moreno Valley, and identified as **Project No. 801 0011 70 77**, and all Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Contract Documents and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

Contractor and Surety agree that this Faithful Performance Bond shall not be considered a part of the Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Faithful Performance Bond is a separate obligation of the Contractor and its Surety, and that any attorneys' fee provision contained in this Faithful Performance Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- **The bond shall be executed by a California admitted surety insurer (CCP 995.311).**
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact.**
- **The bond shall include an attached Notary Certificate for the Bidder.**
- **The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.**
- **The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.**
- **The Bidder's and Surety's corporate seal may be affixed hereto.**

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California
County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

Item No. A.5

BOND NO._____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 801 0011 70 77

STREET IMPROVEMENT PROGRAM
Kentland Lane south of Eucalyptus Avenue, Wilson Place, and Kenny Drive

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **C & C Grading & Paving, Inc.** as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City of Moreno Valley, and identified as **Project No. 801 0011 70 77**, and Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

Contractor and Surety agree that this Labor and Materials Payment Bond shall not be considered a part of the Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Labor and Materials Payment Bond is a separate obligation of the Contractor and its Surety, and that any attorneys' fee provision contained in this Labor and Materials Payment Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- **The bond shall be executed by a California admitted surety insurer (CCP 995.311).**
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact.**
- **The bond shall include an attached Notary Certificate for the Bidder.**
- **The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.**
- **The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.**
- **The Bidder's and Surety's corporate seal may be affixed hereto.**

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RHA
CITY MANAGER	MJ

Report to City Council

TO: Mayor and City Council

FROM: Ahmad Ansari, Public Works Director/City Engineer
Barry Foster, Community & Economic Development Director

AGENDA DATE: December 11, 2012

TITLE: MORENO VALLEY RANCH SPECIFIC PLAN 193 – EXONERATE FAITHFUL PERFORMANCE BOND AND MATERIAL & LABOR BOND FOR LANDSCAPE AND IRRIGATION IMPROVEMENTS FOR PLANNING AREA 32 (TRACT 32144), IRIS AVENUE FRONTAGE AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE LANDSCAPE AND IRRIGATION IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF IRIS AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

RECOMMENDED ACTION

Recommendations:

1. Adopt the Resolution No. 2012-97 authorizing the acceptance of the landscape and irrigation improvements within Planning Area 32 (Tract 32144), Iris Avenue Frontage as complete and accepting the portion of Iris Avenue associated with the project into the City's maintained street system.

2. Authorize the City Engineer to exonerate the Faithful Performance Bond in the amount of $142,710 and exonerate the Material & Labor Bond in the amount of $71,355 for landscape and irrigation improvements.

BACKGROUND

The Second Amended Development Agreement between McKenzie Vista, L.P. and the City of Moreno Valley, dated September 14, 1999, requires the developer enter into an agreement for installation of landscape and irrigation improvements along the south side

of Iris Avenue and on the west side of Moreno Valley Ranch. In addition, the developer is required to provide surety to guarantee construction of those improvements.

On March 28, 2000, City Council accepted the bonds and agreement for landscape & irrigation improvements from McKenzie Vista L.P. for Planning Area 32 (Tract 32144) and Planning Area 50 (Tract 29920). Accompanying that agreement was a Faithful Performance Bond in the amount of $271,000 and a Material & Labor Bond in the amount of $135,500 issued by Developers Insurance Company.

On November 9, 2004, City Council accepted the bonds and agreement from CHT Investment, LLC, for public improvements for Planning Area 50 (Tract 29920-1). These bonds secure the public improvements including the landscape & irrigation improvements for the Iris Avenue Frontage, which duplicates the security posted by McKenzie Vista L.P. The landscape & irrigation improvements along this portion of Iris Avenue Frontage are 25,658 square feet for a total dollar value of $128,290. Consequently, McKenzie Vista L.P. requested a reduction to its Faithful Performance Bond and Material & Labor Bond for Planning Area 50 (Tract 29920).

On January 11, 2005, City council approved a reduction to the Faithful Performance Bond in the amount of $128,290 and a reduction to the Material & Labor Bond in the amount of $64,145 for Tract 29920 (Planning Area 50) issued by Developers Insurance Company. The remaining portion of the Faithful Performance Bond and the remaining portion of the Material & Labor Bond for McKenzie Vista L.P. are $142,710 and $71,355 respectively. These bonds were to remain in effect and secure the remaining landscape and irrigation improvements for Planning Area 32 (Tract 32144).

DISCUSSION

The remaining landscape & irrigation improvements for Planning Area 32 (Tract 32144) have received final inspection, and the improvements were completed in accordance with the approved plans and the standards of the City of Moreno Valley. In accordance with the Streets and Highway Code, the method for acceptance of improvements, per Section 1806, (a), and (b), is by action of the governing body, by resolution. It is therefore appropriate to accept those landscape and irrigation improvements into the City's maintained street system and to exonerate the remaining Faithful Performance Bond in the amount of $142,710 and the remaining Material & Labor Bond in the amount of $71,355 issued by Developers Insurance Company.

ALTERNATIVES

1. Adopt the proposed Resolution authorizing the acceptance of the landscape and irrigation improvements within Planning Area 32 (Tract 32144), Iris Avenue Frontage as complete and accepting the portion of Iris Avenue associated with the project into the City's maintained street system. Authorize the City Engineer to exonerate the Faithful Performance Bond in the amount of $142,710 and exonerate the Material & Labor Bond in the amount of $71,355 for landscape and irrigation improvements. *The required landscape and irrigation improvements have been completed according to*

City of Moreno Valley Standards and therefore should be included in the City's maintained street system.

2. Do not adopt the proposed Resolution authorizing the acceptance of the landscape and irrigation improvements within Planning Area 32 (Tract 32144), Iris Avenue Frontage as complete and accepting the portion of Iris Avenue associated with the project into the City's maintained street system. Do not authorize the City Engineer to exonerate the Faithful Performance Bond in the amount of $142,710 and exonerate the Material & Labor Bond in the amount of $71,355 for landscape and irrigation improvements. *The required landscape and irrigation improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

FISCAL IMPACT

The acceptance of these landscape and irrigation improvements into the City's maintained street system will create an additional fiscal impact to the street maintenance program of the City (Fund 2000-Gas Tax, Fund 2001-Measure "A", and Fund 2008-NPDES. Fund 2000 is restricted to the construction and maintenance of streets and roadways. Fund 2001 is restricted for transportation projects only for the purposes of construction, maintenance and operation of streets and roadways. The County Service Area (CSA) levy collected from property owners support current NPDES Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the CSA 2008 annual levy are restricted for use only within the Storm Water Management program).

NOTIFICATION

Publication of agenda

ATTACHMENTS

Attachment 1 – Agreement & Bonds
Attachment 2 – Vicinity Map
Attachment 3 – Proposed Resolution

Prepared By:
Anitra N. Holt
Management Analyst

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Mark W. Sambito, P.E.
Engineering Division Manager

Department Head Approval:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

ATTACHMENT 1

DOC # 2000-132950
04/10/2000 08:00A Fee:NC
Page 1 of 6
Recorded in Official Records
County of Riverside
Gary L. Orso
Assessor, County Clerk & Recorder

RECORDING REQUESTED BY:
City of Moreno Valley

WHEN RECORDED, RETURN TO:

CITY OF MORENO VALLEY
City Clerk
P. O. Box 88005
Moreno Valley, CA 92552-0805

No recording fee per Government Code, Section 6103

This spa

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AGREEMENT FOR LANDSCAPE AND IRRIGATION IMPROVEMENTS
PROJECT: Moreno Valley Ranch – West Side; South side Iris frontage
For Planning Areas 32 and 50

M
CZ

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and **McKENZIE VISTA, L.P.**, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project known as: Moreno Valley Ranch –West Side: South side of Iris frontage for Planning areas 32 and 50, agrees, at Contractor's own expense, to furnish all design, labor, equipment and material necessary, and within **SIXTY (60)** months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required landscape and irrigation improvements for aforementioned project, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Contractor further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Contractor shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Contractor shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Contractor waives the 120 day time limitation set forth in Section 66462.5, Government Code. The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto, is the sum of **TWO HUNDRED SEVENTY-ONE THOUSAND AND NO/100** Dollars (*****$ 271,000.00 *****).

SECOND: Contractor agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Contractor further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Contractor and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, his agents or employees, in the performance of the work, and all of said liabilities are assumed by Contractor. Contractor agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

c: Sharon Sharrett

Item No. A.6

MV00187596

FOURTH: The Contractor hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Contractor has completed the work within the time specified or any extension thereof granted by the City.

FIFTH: Contractor agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The contractor shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. The Contractor's obligation under this provision shall be secured by the bonds securing performance of this Agreement.

SIXTH: The Contractor, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If the Contractor, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Contractor because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

EIGHTH: Contractor agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time **may** be granted by the City from time to time, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds, Contractor further agrees to maintain the aforesaid bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City:

City Engineer
P.O. Box 88005
14177 Frederick
Moreno Valley, CA 92552-0805

Contractor:

Mckenzie Vista L.P.
181 Old Springs Road
Anaheim, Ca 92808
Attention: Mary Rauschenburg

IN WITNESS WHEREOF Contractor has affixed his name, address and seal.

MCKENZIE VISTA, L.P.,
A Washington limited partnership
By: CHATEAU VISTA, L.P., a Washington limited partnership, its General Partner
By: SOUTHWEST DEVELOPMENT, INC., a Washington corporation, its General Partner

Date approved by the City: 3/28/00

By: Vice President — Title

By: _____ Title

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

By: _____ City Clerk

(SEAL)

CITY OF MORENO VALLEY

By: _____ Mayor

APPROVED AS TO FORM:
CITY ATTORNEY

Date: 3/21/00

By: _____ City Attorney

SIGNATURES OF CONTRACTOR MUST BE EXECUTED IN QUADRUPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; PINK - CONTRACTOR; GREEN - PUBLIC WORKS/LAND DEVELOPMENT; BLUE - PROJECT FILE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Orange } ss.

On March 9, 2000 (Date), before me, Cathy MacKinney (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),
personally appeared Thomas D. Pomeroy (Name(s) of Signer(s)),

☑ personally known to me
☐ proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.

Cathy MacKinney
Signature of Notary Public

CATHY MAC KINNEY
Commission # 1195958
Notary Public - California
San Bernardino County
My Comm. Expires Sep 11, 2002

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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Item No. A.6

2000-132950
04/10/2000 08:00A
4 of 6

MV00187599

EXHIBIT "A"

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
BOND COMPUTATION SHEET

PROJECT:	**Moreno Valley Ranch--West Side;** **South side Iris Frontage For Planning Areas 32 & 50**	DATE: PREPARED BY:	**12/08/99** **Kent Wegelin**

IMPROVEMENT TYPE:

LANDSCAPING INCLUDING DESIGN :	$225,400
TOTAL COST OF IMPROVEMENTS:	$225,400
+20% CONTINGENCY:	$45,080
SUBTOTAL:	$270,480
GRAND TOTAL:	$270,480
BOND AMOUNT:	**$271,000**

CHECKED BY: _____

EXHIBIT "A"
ENGINEER'S ESTIMATE

DATE: **12/08/99**
PREPARED BY: **Kent Wegelin**

PROJECT: **Moreno Valley Ranch--West Side;**
South side Iris Frontage For Planning Areas 32 and 50
STREET WORK

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Landscaping including design	45080	S.F.	5.00	225,400
			SUBTOTAL:	225,400

Item No. A.6

2000-132950
04/10/2000 08:00A
6 of 6

MV00187601

FAITHFUL PERFORMANCE BOND

City of Moreno Valley
County of Riverside
State of California
(Government Code Section 66499.1)

Landscape and Irrigation $ 271,000.00

Bond No. 815574S

Surety DEVELOPERS INSURANCE COMPANY

Address 17780 FITCH SUITE 200

City/Zip IRVINE, CA 92614

Project No. Moreno Valley Ranch Planning Areas 32 & 50

Premium $2,168.00
PREMIUM FOR THE TERM OF TWO YEARS SUBJECT TO RENEWAL

Principal McKenzie Vista, L.P.
Attn: Mary Rauschenburg

Address 181 Old Springs Road

City/Zip Anaheim, CA 92808

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and **MC KENZIE VISTA, L.P.** (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to **MORENO VALLEY RANCH PLANNING AREAS 32 & 50**, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement to furnish bond for the faithful performance of said agreement;

NOW, THEREFORE, we the Principal, and DEVELOPERS INSURANCE COMPANY, as Surety, are held and firmly bound to the City of Moreno Valley in the penal sum of **TWO HUNDRED SEVENTY-ONE THOUSAND AND NO/100** Dollars (*****$271,000.00*****), lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, successors, executors and administrator, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

FAITHFUL PERFORMANCE BOND (Page 2 of 2)
PROJECT NO. MORENO VALLEY RANCH PLANNING AREAS 32 & 50

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to Surety's obligations hereunder and are hereby waived by Surety.

When the work covered by the agreement is complete, the City Council of the City of Moreno Valley will accept the work and thereupon the amount of the obligation of this bond is reduced by 90%, with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on MARCH 7, ~~19~~X 2000.

NAME OF PRINCIPAL: McKenzie Vista, L.P.
Company Name By: Chateau Vista LP,
By: Southwest Development, Inc.
By:

AUTHORIZED SIGNATURE(S): By

Name	Title
Tim England	VP

NAME OF SURETY: DEVELOPERS INSURANCE COMPANY
Company Name

AUTHORIZED SIGNATURE: MICHAEL J. HENSEL ITS ATTORNEY-IN-FACT

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.
BOND COMPANY – ATTACH POWER OF ATTORNEY

Approved as to form:

Date: 3/21/00

City Attorney
City of Moreno Valley

U:\LAND\FORMS\BONDFORM\BND-FP.SWS (12/96)

Item No. A.6

STATE OF California
COUNTY OF Orange } SS.

On 03-07-2000, before me, Cynthia S. Ingraham

PERSONALLY APPEARED Michael J. Hensel

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

WITNESS my hand and official seal.

Signature

CYNTHIA S. INGRAHAM
Comm. # 1188015
NOTARY PUBLIC - CALIFORNIA
Sacramento County
My Comm. Expires June 25, 2002

This area for Official Notarial Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
  TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☑ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
Developers Insurance Company

DESCRIPTION OF ATTACHED DOCUMENT

815574S
TITLE OF TYPE OF DOCUMENT

two
NUMBER OF PAGES

03-07-2000
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of ORANGE } ss.

On March 7, 2000 (Date), before me, Rebecca S. Morris, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Tim England ---------- (Name(s) of Signer(s)),

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.

Rebecca S. Morris
Signature of Notary Public

REBECCA S. MORRIS
Commission # 1210515
Notary Public - California
Orange County
My Comm. Expires Feb 9, 2003

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Faithful Performance Bond No. 815574S

Document Date: March 7, 2000 Number of Pages: Two

Signer(s) Other Than Named Above: Michael J. Hensel

Capacity(ies) Claimed by Signer

Signer's Name: Tim England

☐ Individual
☒ Corporate Officer — Title(s): Vice President
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: Southwest Development Inc., General Partner for Chateau Vista LP

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POWER OF ATTORNEY OF
INDEMNITY COMPANY OF CALIFORNIA
AND DEVELOPERS INSURANCE COMPANY

P.O. BOX 19725, IRVINE, CA 92623 • (949) 263-3300

№ 060796

NOTICE:
1. All power and authority herein granted shall in any event terminate on the 31st day of March, 2002.
2. This Power of Attorney is void if altered or if any portion is erased.
3. This Power of Attorney is void unless the seal is readable, the text is in brown ink, the signatures are in blue ink and this notice is in blue ink.
4. This Power of Attorney should not be returned to the Attorney(s)-In-Fact, but should remain a permanent part of the obligee's records.

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, **INDEMNITY COMPANY OF CALIFORNIA** and **DEVELOPERS INSURANCE COMPANY**, do each severally, but not jointly, hereby make, constitute and appoint

James E. Mary, Virginia M. Louman, Joan M. Wynn, Michelle Haase, Cynthia S. Ingraham, Marie T. Roussere, Michael J. Hensel, Nell Amyx, jointly or severally

the true and lawful Attorney(s)-In-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations as sureties, bonds, undertakings and contracts of suretyship in an amount not exceeding Ten Million Dollars ($10,000,000) in any single undertaking; giving and granting unto said Attorney(s)-In-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation; and all of the acts of said Attorney(s)-In-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of **INDEMNITY COMPANY OF CALIFORNIA** and **DEVELOPERS INSURANCE COMPANY**, effective as of September 24, 1986:

RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporations be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, **INDEMNITY COMPANY OF CALIFORNIA** and **DEVELOPERS INSURANCE COMPANY** have severally caused these presents to be signed by their respective Presidents and attested by their respective Secretaries this 22nd day of December, 1998.

INDEMNITY COMPANY OF CALIFORNIA

By _____
Dante F. Vincenti, Jr.
President

By _____
Walter Crowell
Secretary

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 5 1967 CALIFORNIA

DEVELOPERS INSURANCE COMPANY

By _____
Dante F. Vincenti, Jr.
President

ATTEST

By _____
Walter Crowell
Secretary

DEVELOPERS INSURANCE COMPANY INCORPORATED MAR. 27 1979 CALIFORNIA

STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

On December 22, 1998, before me, C. Hollister, personally appeared Dante F. Vincenti, Jr. and Walter Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

C. HOLLISTER
COMM. # 1192615
Notary Public - California
ORANGE COUNTY
My Comm. Expires AUG. 11, 2002

WMD1

CERTIFICATE

The undersigned, as Senior Vice President of **INDEMNITY COMPANY OF CALIFORNIA**, and Senior Vice President of **DEVELOPERS INSURANCE COMPANY**, does hereby certify that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 7 day of MARCH, 2000.

INDEMNITY COMPANY OF CALIFORNIA

By _____
William T. Sherer
Senior Vice President

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 5 1967 CALIFORNIA

DEVELOPERS INSURANCE COMPANY

By _____
William T. Sherer
Senior Vice President

DEVELOPERS INSURANCE CO. INCORPORATED MAR. 27

Item No. A.6

ID-314 REV. (12/98)

MV00187606

MATERIAL AND LABOR BOND

City of Moreno Valley
County of Riverside
State of California
(Government Code Section 66499.2)

Public Improvements $ 135,500.00

Bond No. S.E. 815574S

Surety DEVELOPERS INSURANCE COMPANY

Address 17780 FITCH SUITE 200

City/Zip IRVINE, CA 92614

Project No. Moreno Valley Ranch Planning Areas 32 & 50

Premium INCLUDED IN THE FAITHFUL PERFORMANCE BOND

Principal McKenzie Vista, L. P. Attn: Mary Rauschenburg

Address 181 Old Springs Road

City/Zip Anaheim, CA 92808

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and **McKENZIE VISTA, L.P.**, (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to **MORENO VALLEY RANCH PLANNING AREAS 32 & 50**, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Moreno Valley to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, we the Principal, and the undersigned as corporate Surety, are held and firmly bound unto the City of Moreno Valley and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of **ONE HUNDRED THIRTY-FIVE THOUSAND FIVE HUNDRED AND NO/100** Dollars **(***$135,500.00***)**, lawful money of the United States, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, also in case suit is brought upon this bond, will pay, in addition to the face amount hereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

MATERIAL AND LABOR BOND (Page 2 of 2)
PROJECT NO. MORENO VALLEY RANCH PLANNING AREAS 32 & 50

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition. Surety further stipulates and agrees that the provision of Section 2845 of the Civil Code are not a condition precedent to the Surety's obligations hereunder and hereby waived by the Surety.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on MARCH 7, 2000

NAME OF PRINCIPAL: McKenzie Vista, L.P.
Company Name By: Chateau Vista LP, Tim England
By: Southwest Development Inc.
By:

AUTHORIZED SIGNATURE(S):
By:

Name	Title
	3/7/2000
Tim England	VP
By: Polygon Southwest By: Tim England, VP	

NAME OF SURETY: DEVELOPERS INSURANCE COMPANY
Company Name

AUTHORIZED SIGNATURE: MICHAEL J. HENSEL ITS ATTORNEY-IN-FACT

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.
BOND COMPANY – ATTACH POWER OF ATTORNEY

Approved as to form:

Date: 3/21/00

City Attorney
City of Moreno Valley

U:\LAND\FORMS\BONDFORM\B-ML-PUB.DOC (12/96)

Item No. A.6

MV00187608

STATE OF California
COUNTY OF Orange } SS.

On 03-07-2000, before me, Cynthia S. Ingraham

PERSONALLY APPEARED Michael J. Hensel

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

WITNESS my hand and official seal.

Signature

CYNTHIA S. INGRAHAM
Comm. # 1188015
NOTARY PUBLIC - CALIFORNIA
Sacramento County
My Comm. Expires June 25, 2002

This area for Official Notarial Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
  TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☑ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
Developers Insurance Company

DESCRIPTION OF ATTACHED DOCUMENT

815574S
TITLE OF TYPE OF DOCUMENT

two
NUMBER OF PAGES

03-07-2000
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

ID 091 Rev. 6/94

ALL-PURPOSE ACKNOWLEDGEMENT

Item No. A.6

MV00187609

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of ORANGE } ss.

On March 7, 2000 (Date), before me, Rebecca S. Morris, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Tim England (Name(s) of Signer(s)),

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.

Rebecca S. Morris
Signature of Notary Public

REBECCA S. MORRIS
Commission # 1210515
Notary Public - California
Orange County
My Comm. Expires Feb 9, 2003

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Material and Labor Bond No. 815574S

Document Date: March 7, 2000 Number of Pages: Two

Signer(s) Other Than Named Above: Michael J. Hensel

Capacity(ies) Claimed by Signer

Signer's Name: Tim England

☐ Individual
☒ Corporate Officer — Title(s): Vice President
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing: Southwest Development Inc., General Partner for Chateau Vista LP

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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POWER OF ATTORNEY OF
INDEMNITY COMPANY OF CALIFORNIA
AND DEVELOPERS INSURANCE COMPANY

P.O. BOX 19725, IRVINE, CA 92623 • (949) 263-3300

№ 060715

NOTICE:
1. All power and authority herein granted shall in any event terminate on the 31st day of March, 2002.
2. This Power of Attorney is void if altered or if any portion is erased.
3. This Power of Attorney is void unless the seal is readable, the text is in brown ink, the signatures are in blue ink and this notice is in blue ink.
4. This Power of Attorney should not be returned to the Attorney(s)-In-Fact, but should remain a permanent part of the obligee's records.

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, **INDEMNITY COMPANY OF CALIFORNIA** and **DEVELOPERS INSURANCE COMPANY**, do each severally, but not jointly, hereby make, constitute and appoint

James E. Mary, Virginia M. Louman, Joan M. Wynn, Michelle Haase, Cynthia S. Ingraham, Marie T. Roussere, Michael J. Hensel, Nell Amyx, jointly or severally

the true and lawful Attorney(s)-In-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations as sureties, bonds, undertakings and contracts of suretyship in an amount not exceeding Ten Million Dollars ($10,000,000) in any single undertaking; giving and granting unto said Attorney(s)-In-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation; and all of the acts of said Attorney(s)-In-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of **INDEMNITY COMPANY OF CALIFORNIA** and **DEVELOPERS INSURANCE COMPANY**, effective as of September 24, 1986:

RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporations be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, **INDEMNITY COMPANY OF CALIFORNIA** and **DEVELOPERS INSURANCE COMPANY** have severally caused these presents to be signed by their respective Presidents and attested by their respective Secretaries this 22nd day of December, 1998.

INDEMNITY COMPANY OF CALIFORNIA

By Dante F. Vincenti, Jr.
Dante F. Vincenti, Jr.
President

By Walter Crowell
Walter Crowell
Secretary

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 5 1967 CALIFORNIA

DEVELOPERS INSURANCE COMPANY

By Dante F. Vincenti, Jr.
Dante F. Vincenti, Jr.
President

ATTEST

By Walter Crowell
Walter Crowell
Secretary

DEVELOPERS INSURANCE COMPANY INCORPORATED MAR. 27 1979 CALIFORNIA

STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

On December 22, 1998, before me, C. Hollister, personally appeared Dante F. Vincenti, Jr. and Walter Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature C. Hollister

WMD1 C. HOLLISTER COMM. # 1192615 Notary Public - California ORANGE COUNTY My Comm. Expires AUG. 11, 2002 WMD1

CERTIFICATE

The undersigned, as Senior Vice President of **INDEMNITY COMPANY OF CALIFORNIA**, and Senior Vice President of **DEVELOPERS INSURANCE COMPANY**, does hereby certify that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 7th day of March, 2000.

INDEMNITY COMPANY OF CALIFORNIA

By William T. Sherer
T. Sherer
e President

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 5 1967 CALIFORNIA

DEVELOPERS INSURANCE COMPANY

By William T. Sherer
William T. Sherer
Senior Vice President

DEVELOPERS INSURANCE COMPANY INCORPORATED MAR. 27 1979 CALIFORNIA

Item No. A.6

ID-314 REV. (12/98)

MV00187611

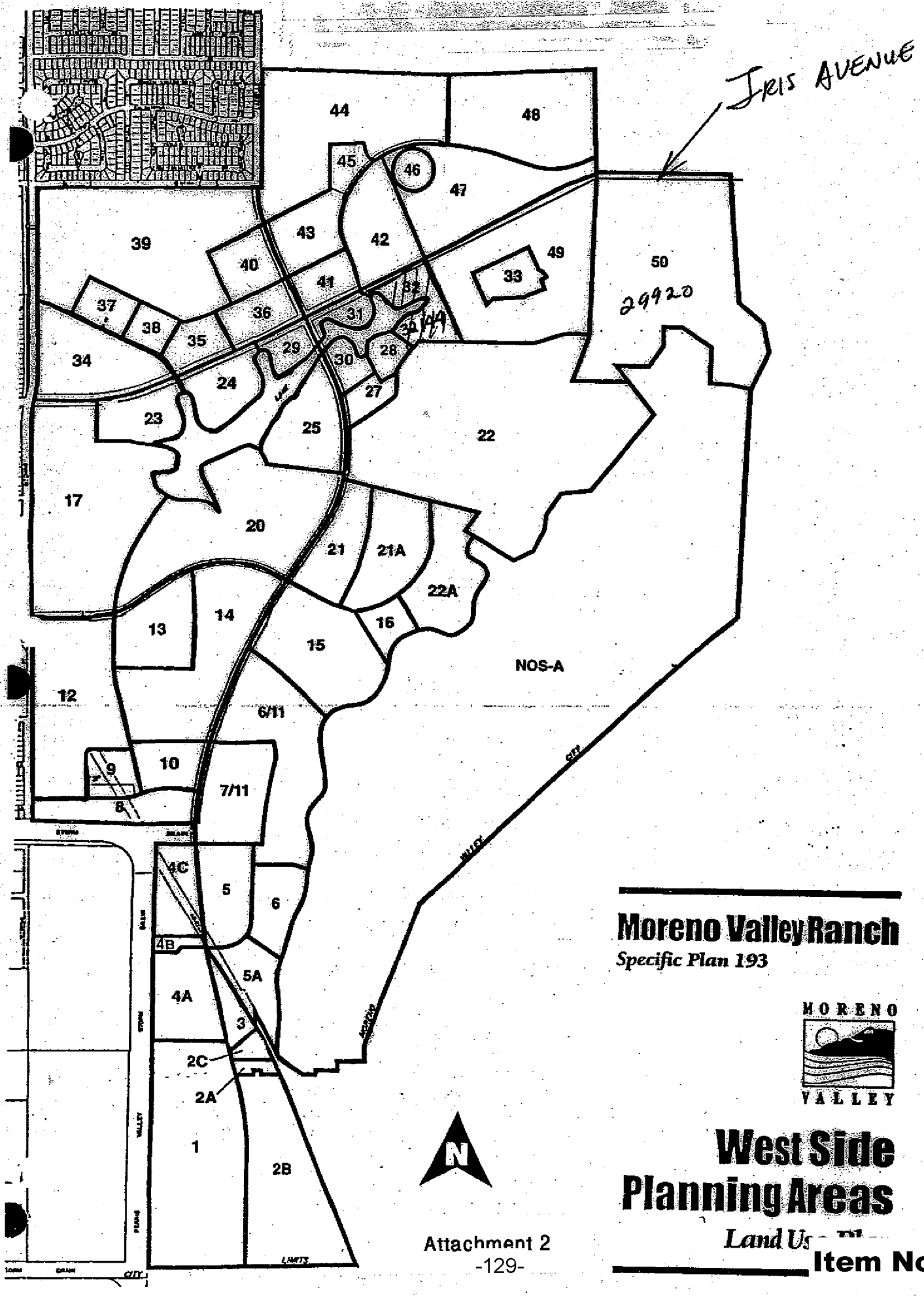

Attachment 2
-129-

Item No. A.6

MV00187612

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MV00187613

RESOLUTION NO. 2012-97

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE LANDSCAPE AND IRRIGATION IMPROVEMENTS AS COMPLETE WITHIN PLANNING AREA 32 (TRACT 32144), IRIS AVENUE FRONTAGE AND ACCEPTING THE PORTION OF IRIS AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

WHEREAS, the City Engineer has determined that the landscape and irrigation improvements constructed by McKenzie Vista, L.P. on the portion of Iris Avenue associated with the project were constructed according to the approved plans on file with the City of Moreno Valley and

WHEREAS, the City Engineer has determined that those improvements were inspected during construction and were completed in an acceptable manner and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said landscape and irrigation improvements as complete within Planning Area 32 (Tract 32144) and accept the portion of Iris Avenue associated with the project into the City's maintained street system and

WHEREAS, it is in accordance with Streets and Highway Code, Section 1806, (a) and (b), for City Council to perform this action by resolution

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: that the landscape and irrigation improvements within Planning Area 32 (Tract 32144) are complete, and the portion of Iris Avenue associated with the project are accepted into the City's maintained street system.

APPROVED AND ADOPTED this 11th day of December, 2012.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-97 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of December, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00187617

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RLH
CITY MANAGER	MJ

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: December 11, 2012

TITLE: RECEIVE THE ANNUAL REPORT ON DEVELOPMENT IMPACT FEES FOR FISCAL YEAR 2011-12

RECOMMENDED ACTION

Recommendations:

1. Approve and accept the Annual Report on Development Impact Fees in compliance with California Government Code Section 66006.

2. Approve the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not Applicable

BACKGROUND

Government Code Section 66006 requires municipalities imposing impact fees to undertake an annual accounting of such fees within 180 days of the fiscal year end. The Code also requires that the accounting be made available for public review. The accounting must provide the beginning and ending balances for the fiscal year; receipts; disbursements; interest earned and any other income; a description of how the fees were expended during the past year; and any refunds or allocations pursuant to Government Code Section 66001(f). If fees are unexpended, whether committed or uncommitted for a period of five or more years, the report must include a finding regarding the continuing need for the fees. If a continuing need cannot be shown, State law requires that the City refund the unused, uncommitted fees. The City's report

contains no such instances of unexpended and uncommitted Development Impact Fees.

DISCUSSION

The attached Annual Report on Development Impact Fees is for the fiscal year ended June 30, 2012. This report is prepared in compliance with the California Government Code Section 66006 regarding the annual accounting of impact fees. The accounting was complete and the required information was available to the public within the required time frame, 180 days subsequent to fiscal year end.

On April 26, 2011, the City Council approved the Economic Development Action Plan that included the identification of funding sources to allow for the re-sequencing of capital projects to allow for the acceleration of certain capital projects. Included in this plan were loans from the Library DIF ($4 million) and Corporate Yard DIF ($2.5 million) funds. These loans are to be repaid or reviewed by Council by June 30, 2013.

This report does not include any findings for unexpended, uncommitted fees. All funds collected and held by the City as of June 30, 2012 within each of the 14 respective Development Impact Fee funds are designated for specific capital projects, consistent with the Development Impact Fee Study Final Report approved by the City Council on October 25, 2005, and the Capital Improvement Plan approved by the City Council on June 12,2012.

This report, however, does make a finding for continuing to hold previously collected development impact fees. This finding is supported by fact that all fees collected and held by the City as of June 30, 2012 are designated for specific capital projects, consistent with the Development Impact Fee Study Final Report approved by the City Council on October 25, 2005, and the Capital Improvement Plan approved by the City Council on June 12, 2012. The Development Impact Fee Study has recently been revised to reflect current development expectations and was reviewed, discussed and approved by Council on October 9, 2012.

ALTERNATIVES

The following alternatives are available to the City Council:

1. Approve and accept the Annual Report on Development Impact Fees in compliance with California Government Code Section 66006 and approve the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees. Staff recommends this alternative.

2. Approve and accept the Annual Report on Development Impact Fees in compliance with California Government Code Section 66006 but reject the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees. Staff does not recommend this alternative in that this action could result in the

need to refund unexpended fees such that projects and debt service intended to be funded through these fees would be left without a funding source.

FISCAL IMPACT

There is no fiscal impact resulting from the recommended action; the information included in the staff report is provided to comply with State law.

CITY COUNCIL GOALS

Revenue Diversification and Preservation. Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

Public Facilities and Capital Projects. Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

Government Code Section 66006 requires municipalities that impose impact fees to render an annual accounting of such fees and to provide findings that support the retention of any fees that have been held in excess of five years and remain unexpended or have not been committed to projects. The City has no Development Impact Fees that are unexpended or uncommitted for a period of five years or more. The information included in this staff report is provided to comply with State law.

NOTIFICATION

Publication of the agenda

ATTACHMENTS

Attachment 1 - Annual Report on Development Impact Fees for the Fiscal Year Ended June 30, 2012

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00187621

City of Moreno Valley
Annual Report on Development Impact Fees
For the Fiscal Year Ended June 30, 2012

Pursuant to Government Code Section 66006, the following report on the receipt, use and retention of development impact fees for fiscal year ended June 30, 2012 is hereby presented to the City Council for review and approval.

Fund Number Fund Name (Old Fund Number)	Beginning Fund Balance July 1, 2011	Receipts	Disbursements	Ending Fund Balance June 30, 2012
2901 (00201) Arterial Streets Development Impact Fee	$ 6,425,888	$ 252,945	$(5,474,700)	$ 1,204,133
2902 (00202) Traffic Signal Development Impact Fee	$ 2,380,657	$ 74,229	$(1,470,000)	$ 984,886
2903 (00203) Fire Facility Development Impact Fee	$ 820,897	$ 24,533	$ (254,000)	$ 591,431
2904 (00204) Police Facility Development Impact Fee	$ -	$ 12,888	$ (12,888)	$ (0)
2905 (00205) Parkland Facilities Development Impact Fee	$ 2,788,441	$ 144,100	$ (320,000)	$ 2,612,541
2906 (00206) Quimby In-Lieu Park Fee	$ 2,050,543	$ 585,225	$ -	$ 2,635,769
2907 (00207) Recreation Center Development Impact Fee	$ -	$ 82,015	$ (82,015)	$ -
2908 (00208) Libraries Development Impact Fee	$ 4,235,181	$ 87,491	$(4,000,000)	$ 322,672
2909 (00209) City Hall Development Impact Fee	$ 2,442,710	$ 56,922	$ -	$ 2,499,633
2910 (00210) Corporate Yard Development Impact Fee	$ 155,679	$ 2,414,531	$(2,500,000)	$ 70,210
2911 (00211) Interchange Improvements Development Impact Fee	$ 112,183	$ 7,226	$ -	$ 119,409
2912 (00212) Maintenance Equipment Development Impact Fee	$ 81,093	$ 1,486	$ -	$ 82,579
2913 (00213) Animal Shelter Development Impact Fee	$ -	$ 152	$ (152)	$ -
3001 (00413) Capital Improvement Fund	$ 38,487	$ -	$ -	$ 38,487

The reservation of Fund Balance and disbursement information for each of the above funds is as follows:

Fund 2901 (00201)- Arterial Streets Development Impact Fee

Fund Balance Designations:	
Future Arterial Streets Development	$ 1,204,133
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
Cottonwood Ave / Perris Blvd to Perris Blvd	305,000
Ironwood Ave / Heacock St to Perris Blvd	1,550,000
Nason St / Cactus Ave to Iris Ave	2,500,000
Debt Service – 2005 Lease Revenue Bonds Current Year	1,119,700
	$ 5,474,700

Fund 2902 (00202) Traffic Signal Development Impact Fee

Fund Balance Designations:	
Future Traffic Signal Development	$ 984,886
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
Lasselle St / Margaret Ave Traffic Signal	272,000
ITS Deployment Phase I A	30,000
Traffic Management System	121,000
John F. Kennedy Dr / La Brisis Way Traffic Signal	240,000
Nason St / RCRMC Main Driveway Traffic Signal	250,000
Sunnymead Blvd / SR-60 On-Ramp from Perris Blvd Traffic Signal	25,000
Ironwood Ave / Davis St Traffic Signal	260,000
Nason St / Cactus Ave to Iris Ave	272,000
	$ 1,470,000

Fund 2903 (00203) Fire Facility Development Impact Fees

Fund Balance Designations:	
Future Fire Facility	$ 591,431
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
Debt Service – 2005 Lease Revenue Bonds Current Year	254,000
	$ 254,000

Fund 2904 (00204) Police Facility Development Impact Fee

Fund Balance Designations:	
Future Police Facility	$ (0)
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
Debt Service – 2005 Lease Revenue Bonds Current Year	12,888
	$ 12,888

Fund 2905 (00205) Parkland Facilities Development Impact Fee

Fund Balance Designations:	
Future Parkland Facility	$ 2,612,541
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
Community Park	320,000
	$ 320,000

Fund 2906 (00206) Quimby In-Lieu Park Fee

Fund Balance Designations:	
Future Parkland	$ 2,635,769
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
No Disbursements	-
	$ -

Fund 2907 (00207) Recreation Center Development Impact Fee

Fund Balance Designations:	
Future Recreation Center	$ -
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
Conference and Recreation Center	82,015
	$ 82,015

Fund 2908 (00208) Libraries Development Impact Fee

Fund Balance Designations:	
Future Libraries	$ 322,672
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
Interfund Loan to Capital Improvement Fund (see Resolution 2011-113)	(4,000,000)
	$ (4,000,000)

Fund 2909 (00209) City Hall Development Impact Fee

Fund Balance Designations:	
Future City Hall	$ 2,499,633
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
No Disbursements	-
	$ -

Fund 2910 (00210) Corporate Yard Development Impact Fee

Fund Balance Designations:	
Future Corporate Yard	$ 70,210
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
Interfund Loan to Capital Improvement Fund (see Resolution 2011-112)	(2,500,000)
	$ (2,500,000)

Fund 2911 (00211) Interchange Improvements

Fund Balance Designations:	
Future Interchange Improvements	$ 119,409
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
No Disbursements	-
	$ -

Fund 2912 (00212) Maintenance Equipment Development Impact Fee

Fund Balance Designations:	
Future Maintenance Equipment	$ 82,579
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
No Disbursements	-
	$ -

Fund 2913 (00213) Animal Shelter Development Impact Fee

Fund Balance Designations:	
Future Animal Shelter	$ -
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
Animal Shelter Land Acquisition	152
	$ 152

Fund 3001 (00413) Capital Improvement Fund

Fund Balance Designations:	
Future Animal Shelter	$ 38,487
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Fund Balance Designations	
Long Term Receivable - Koll-Oleander	38,487
	$ 38,487
Disbursements:	
No Disbursements	-
	$ -

APPROVALS	
BUDGET OFFICER	Caf
CITY ATTORNEY	RH
CITY MANAGER	MB

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, Public Works Director/City Engineer

AGENDA DATE: December 11, 2012

TITLE: NOTICE OF COMPLETION AND ACCEPTANCE OF THE MORRISON PARK FIRE STATION (FIRE STATION NO. 99), PROJECT NO. 803 0013 70 77 (FORMERLY 11-43472527)

RECOMMENDED ACTION

Recommendations:

1. Accept the work as complete for construction of the Morrison Park Fire Station (Fire Station 107), constructed by Silver Creek Industries, 195 East Morgan Street, Perris, CA 92571.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code.

3. Authorize the Financial and Administrative Services Director to release the retention to Silver Creek Industries thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project.

4. Accept the improvements into the City's maintained building system.

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Morrison Park Fire Station design concept was presented to and approved by the Public Safety Subcommittee at its meeting on February 8, 2010.

BACKGROUND

On September 13, 2011 the City Council awarded a construction contract in the amount of $3,628,688 to Silver Creek Industries, for the Morrison Park Fire Station. A purchase order for $4,354,426, inclusive of a 20% contingency, was issued to the Contractor. The project construction work began on October 14, 2011.

DISCUSSION

The Morrison Park Fire Station includes a 9,772 square foot two-bay fire station and a 576 square foot storage building. The project construction includes on-site and off-site utilities, storm drain connection, low maintenance landscaping, street improvement, a pre-emptive traffic signal at the main driveway, and striping.

The Contractor, Silver Creek Industries, completed the project at a total construction cost of $3,792,988.43 inclusive of Contract Change Order Nos. 1, 2, 3, 4, and 5. The final contract total cost did not exceed the approved purchase order amount of $4,354,426. The project was completed on schedule, within budget, and in accordance with the project's contract documents.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will result in payment to the contractor and acceptance of the improvements into the City's maintained building system.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will result in delaying payment to the contractor, delaying acceptance of the improvements into the City's maintained building system, and incurring extra cost to the City.*

FISCAL IMPACT

The project is included in Fiscal Year 2011-12 Capital Improvement Plan. It is funded by Successor Agency 2007 Tax Allocation Bonds (Fund 4821). There is no impact to the General Fund.

BUDGETED CONSTRUCTION FUNDS:

Successor Agency 2007 Tax Allocation Bonds (Account 4821-70-77-80003) (Project No 803 0013 70 77-4821)	$5,400,000
Total Construction Budget	**$5,400,000**

PROJECT CONSTRUCTION COSTS:

Architectural Construction Services	$387,000
Construction (Includes Change Orders)	$3,792,988
Building Furnishings/Inventory	$220,000
Communication/Telephone	$60,000

Construction Management and Inspection*	$200,000
Project Administration	$50,000
Miscellaneous Costs (utility connections, RC IT)	$82,000
Total Project Construction Costs	**$4,791,988**

** Includes Project Management and City staff support.*

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

Silvercreek Industries has completed the Morrison Park Fire Station. The City Council is requested to accept the work as complete, direct the City Clerk to record the Notice of Completion, authorize the release of retention to Silver Creek Industries, and accept the improvements into the City's maintained building system.

ATTACHMENT

Attachment 1: Location Map

Prepared By:
Henry Ngo
Senior Engineer

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Concurred By:
Abdul Ahmad
Fire Chief

Concurred By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

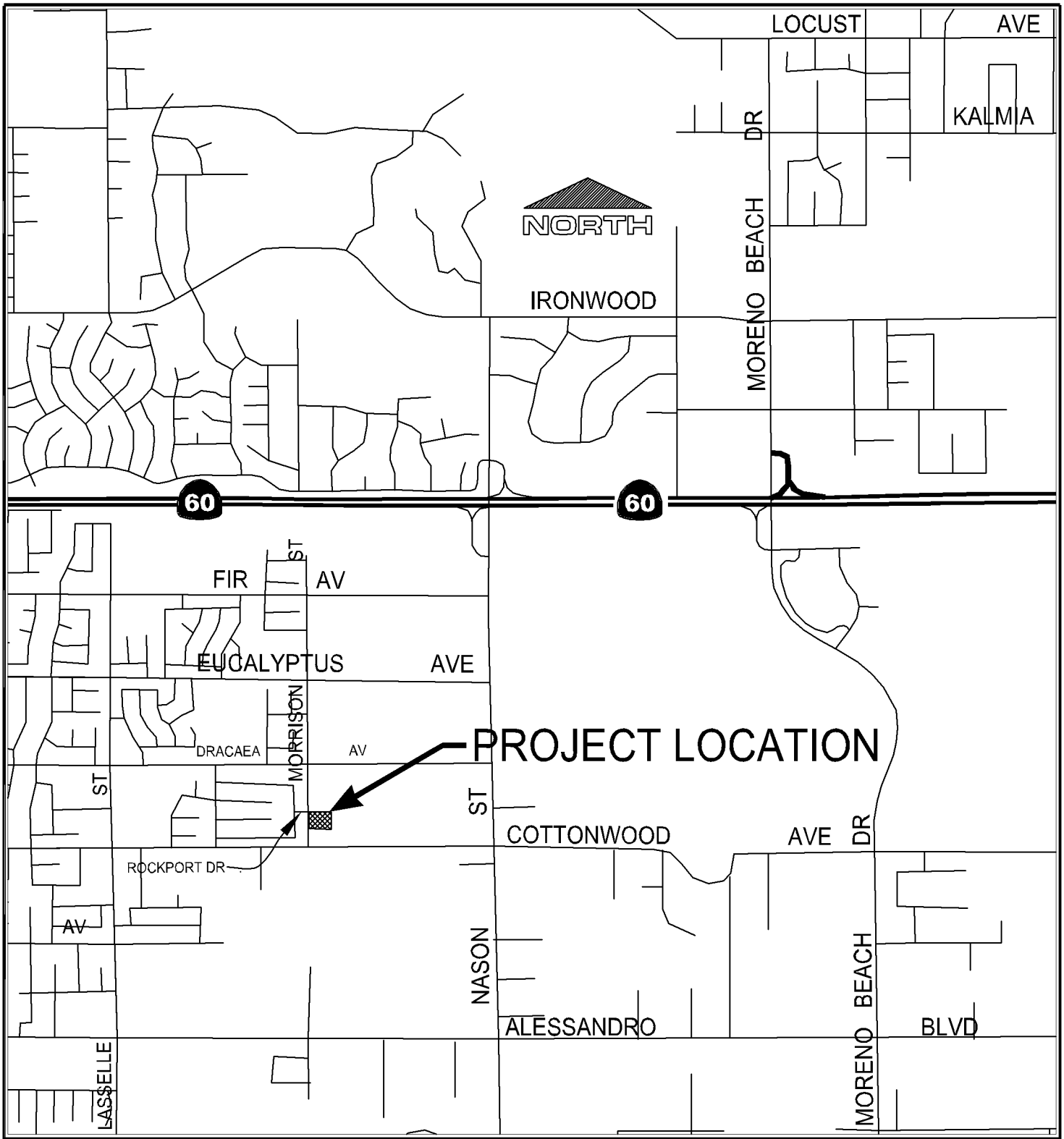

LOCATION MAP

Public WorksDepartment
Capital Projects Division

Scale: None

Attachment 1

Morrison Park Fire Station

Item No. A.8

MV00187632

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MV00187633

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RLH
CITY MANAGER	MJ

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: December 11, 2012

TITLE: PA04-0104, TM 32625 - ACCEPT TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) REIMBURSEMENT AGREEMENT #T06-002. MERITAGE HOMES OF CALIFORNIA, INC. CORONA, CA 92879

RECOMMENDED ACTION

Recommendations:

1. Accept the Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreement for PA04-0104, TM 32625 for qualifying public improvements on Redlands Boulevard.

2. Authorize the Mayor to execute the Agreement.

3. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.

BACKGROUND

The Transportation Uniform Mitigation Fee (TUMF) Program applies to those jurisdictions in Western Riverside County that have adopted and are implementing the TUMF Program Ordinance. The TUMF Program has been developed pursuant to and consistent with authority provided in the requirements of California Government Code, Chapter 5, Section 66000-66008, "Fees for Development Projects" (also known as California Assembly Bill 1600 [AB1600] or the Mitigation Fee Act) which governs the assessment of development impact fees in California. Pursuant to the City of Moreno Valley Municipal Code 3.44.070, the Western Riverside Council of Governments

(WRCOG) has been appointed the Administrator of the Transportation Uniform Mitigation Fee Program.

Developers are required to pay TUMF to the City for projects that impact designated arterial streets. The TUMF Program funds may only be used for capital expenditures associated with the Regional System of Highways and Arterials (RSHA) and for capital expenditures for transit system improvements consistent with the TUMF Nexus Study. The TUMF Reimbursement Agreement will allow the developer to be reimbursed for planning, environmental review, engineering and design costs, right-of-way acquisition, and administrative costs associated with RSHA roads that have been identified in the Nexus Study. The developer's reimbursement is the lower of the TUMF Nexus Study amount or Verified Actual Construction Cost.

DISCUSSION

On April 14, 2005, the Planning Commission of the City of Moreno Valley approved PA04-0104, a planning application for Tentative Tract Map 32625, a twenty-lot subdivision on 7 acres.

On November 28, 2006, the City Council of the City of Moreno Valley approved final Tract Map 32625 along with a public improvement agreement and related securities for public improvements.

The developer has completed all of the required public improvements in accordance with the public improvement agreement. The public improvements on Redlands Boulevard covered under the TUMF Reimbursement Agreement include expenditures for the planning, environmental review, engineering and design costs, right-of-way acquisition, and administrative costs. The developer did not receive a TUMF Credit at the time TUMF fees were paid and is now seeking reimbursement. WRCOG has agreed to allow a TUMF reimbursement for this project, although a TUMF Improvement Credit Agreement was not previously executed. This is the one and only time WRCOG will allow TUMF reimbursement without a previously approved TUMF Improvement Credit Agreement. A TUMF Reimbursement Agreement was drafted and reviewed by WRCOG staff in order to facilitate the TUMF reimbursement.

The amount of TUMF reimbursement is the lower of actual construction costs and the TUMF Nexus Study costs. For this project, the actual construction costs which were verified by City staff were lower than the TUMF Nexus Study costs. The TUMF reimbursement amount is $228,573.

ALTERNATIVES

1. Accept the Transportation Uniform Mitigation Fee Reimbursement Agreement for PA04-0104, TM 32625. Authorize the Mayor to execute the Agreement in the form attached hereto. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.

2. Do not accept the Transportation Uniform Mitigation Fee Reimbursement Agreement for PA04-0104, TM 32625. Do not authorize the Mayor to execute the Agreement in the form attached hereto. Do not direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.

FISCAL IMPACT

No fiscal impact is anticipated.

NOTIFICATION

Publication of the agenda

ATTACHMENTS

Attachment 1 – TUMF Reimbursement Agreement

Prepared By
Clement Jimenez
Senior Engineer, P.E.

Department Head Approval
Barry Foster
Community & Economic Development Director

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00187637

REIMBURSEMENT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

NUMBER T06-002

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into this ___ day of _____, 20___, by and between the City of Moreno Valley, a California municipal corporation ("City"), and **Meritage Homes of California, Inc., a California corporation**, with its principal place of business at **1250 Corona Pointe Court, Suite 210, Corona, CA 92879** ("Developer"). City and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, Developer paid to the City the TUMF Obligation pursuant to City's Conditions of Approval for **PA04-0104 (Tentative Tract Map No. 32625)** as well as City Resolution No. 2010-01 in accordance with City Ordinance No. 807 and City Ordinance No. 835 **one hundred ninety three thousand eight hundred sixty (**$193,860**)** ("TUMF Obligation") and receive no credit to offset the TUMF Obligation;

WHEREAS, City and WRCOG have consented to execute a reimbursement agreement with Developer pursuant to City Resolution No. 2010-01 in accordance with City Ordinance No. 807 and City Ordinance No. 835, and the TUMF Administrative Plan adopted by WRCOG.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Amount of Reimbursement. Subject to the terms, conditions, and limitations set forth in this Agreement, the Parties hereby agree that Developer is entitled to receive reimbursement pursuant to City Resolution No. 2010-01 in accordance with City Ordinance No. 807 and City Ordinance No. 835, and the TUMF Administrative Plan adopted by WRCOG ("Reimbursement"). The Reimbursement shall be subject to verification by WRCOG. City and Developer shall provide any and all documentation reasonably necessary for WRCOG to verify the amount of the Reimbursement. The Reimbursement shall be in an amount not exceeding **two hundred twenty eight thousand five hundred seventy three dollars ($228,573)** ("Reimbursement Amount"). **TUMF Credit was not issued for this project. Therefore, the Reimbursement Amount includes the TUMF Credit the developer would have received plus the verified actual construction costs over the TUMF Obligation. The Reimbursement Amount does not exceed the TUMF Nexus Study Costs. The Reimbursement is for TM 32625 Redlands Boulevard Street**

Improvements. WRCOG shall pay the Reimbursement Amount to City and the City shall be responsible for transmitting the Reimbursement Agreement to the Developer.

3.0 Payment of Reimbursement; Funding Contingency. The payment of the Reimbursement Agreement shall be subject to the following conditions:

3.1 Developer shall have no right to receive payment of the Reimbursement unless and until (i) the TUMF Improvements are completed and accepted by City, (ii) the TUMF Improvements are scheduled for funding pursuant to the five-year Transportation Improvement Program adopted annually by WRCOG, (iii) WRCOG has funds available and appropriated for payment of the Reimbursement amount.

3.2 Developer shall not be entitled to any interest or other cost adjustment for any delay between the time when the dollar amount of the Reimbursement is determined and the time when payment of the Reimbursement is made to Developer by WRCOG through City/County.

[SIGNATURES OF PARTIES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DEVELOPER:
Meritage Homes of California, Inc.

By: _____

Its: Division President

ATTEST:
By: _____

Its: _____

City of Moreno Valley
By: _____

Its: _____

ATTEST:
By: _____

Its: _____

APPROVED AS TO FORM:
CITY ATTORNEY

Date: _____

By: _____
City Attorney

ACKNOWLEDGMENT

(In accordance with Section 1189 of the California Civil Code)

State of California

County of Riverside} *ss.*

On September 21, 2012 before me, Katherine L Chavez, Notary Public, personally appeared Kevin Kimball, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signatures on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

NNA1 KATHERINE L. CHAVEZ
Commission # 1837848
Notary Public - California
Orange County
My Comm. Expires Feb 22, 2013 NNA1

Signature Katherine L Chavez (seal)

Katherine L Chavez, Notary Public # 1837848
(My Commission Expires Feb 22, 2013)

MV00187641

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RLH
CITY MANAGER	MJ

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: December 11, 2012

TITLE: APPROVE RESOLUTION 2012-98 DIRECTING MORENO VALLEY UTILITY TO USE THE ALLOWANCE REVENUE FROM THE CALIFORNIA CAP-AND-TRADE PROGRAM AUCTION SOLELY TO BENEFIT ITS RETAIL ELECTRICITY CUSTOMERS

RECOMMENDED ACTION

Recommendation:

1. Approve Resolution No. 2012-98 directing Moreno Valley Utility to use the allowance revenue from the California Cap-and-Trade Program auction solely to benefit its retail electricity customers.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable

BACKGROUND

Assembly Bill 32 (AB32), known as the Global Warming Solutions Act, was signed by the Governor in 2006 and calls for a reduction in the emissions that contribute to global warming to 1990 levels by the year 2020. This means a reduction in greenhouse gas emissions of about 15% from current levels. The California Air Resources Board (CARB) is the agency responsible for developing and implementing the programs to meet this target.

The Climate Change Scoping Plan was approved by CARB in December 2008, and is essentially the blueprint of how the state will meet the goals as defined in AB 32. The key strategies in the Scoping Plan include the following:

- Cap-and-Trade Program
- Pavley Standards – reduces 30% of vehicle greenhouse gas emissions by 2016
- Low Carbon Fuel Standard – decreases carbon intensive vehicle fuels 10% by 2020
- SB 375 – changes the way cities are planned, developed, and built through better land-use planning
- Renewable Portfolio Standard – 33% renewable energy by 2020
    - Million Solar Roofs Program
    - Increase use of solar hot water heating
- Energy efficiency
    - Improve appliance efficiency standards
    - Green buildings
    - Water efficiency
- Audit of the largest industrial sources to identify greenhouse gas reduction opportunities
- Regulations on refinery flaring and fugitive emissions
- Capture refrigerants and other high global warming potential gases already in use
- Reduce future impact through leak-resistant equipment
- Encourage more efficient agricultural equipment, fuel use and water use
- Reduce emissions from manure digesters at dairies
- Reduce methane emissions from landfills
- Move toward high recycling and zero waste

DISCUSSION

As discussed in the AB 32 update provided on September 25, 2012, Moreno Valley Utility (MVU) was allocated a number of allowances by CARB to be sold in the Cap-and-Trade auctions that will occur quarterly each year, beginning on November 14, 2012. However, because MVU does not generate electricity, nor import any electricity, MVU does not have a compliance obligation, meaning MVU is not required to surrender any allowances to CARB. As a result, MVU will not have to purchase any allowances at auction, and will be able to use the revenues received from the sale of the allowances to benefit ratepayers.

The allowance revenue can be used to fund implementation of programs that are consistent with the goal of AB32 (reduction in greenhouse gases) and that will benefit the utility's ratepayers. Examples include the purchase of renewable energy to help meet the utility's Renewable Portfolio Standard, direct rebates to MVU customers, and the implementation of additional energy efficiency programs for MVU customers.

Staff is recommending that the proceeds from the sale of the allowances in the auctions be used to purchase renewable energy. Under Senate Bill 2 (1X), MVU is required to purchase enough renewable energy to equal 33% of retail sales by December 31, 2020. The use of allowance revenue will help MVU to meet its renewable energy requirement

with minimal rate impacts while promoting the State's goal of reducing greenhouse gas emissions.

ALTERNATIVES

1. Approve the proposed Resolution directing Moreno Valley Utility to use the allowance revenue from the California Cap-and-Trade Program auction to solely benefit its retail electricity customers.

2. Do not approve the proposed Resolution directing Moreno Valley Utility to use the allowance revenue to solely benefit is retail electricity customers. *The City could be considered non-compliant and could potentially face penalties.*

FISCAL IMPACT

MVU has been allocated a total of 312,567 allowances through 2020. It is anticipated that MVU will receive approximately $400,000 per year through 2020 for a total of $3,577,084 to be used for the purchase of renewable energy.

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:

The diversified portfolio of the City's power supply resources will foster a positive environment and potentially help contribute to the State's reliance on fossil-fueled generation.

NOTIFICATION

Posting of Agenda.

ATTACHMENTS

Attachment 1 – Proposed Resolution

Prepared By:
Jeannette Olko
Electric Utility Division Manager

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00187645

RESOLUTION NO. 2012-98

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DIRECTING MORENO VALLEY UTILITY TO USE THE ALLOWANCE REVENUE FROM THE CALIFORNIA CAP-AND-TRADE PROGRAM AUCTION SOLELY TO BENEFIT ITS RETAIL ELECTRICITY CUSTOMERS

WHEREAS, the California Air Resources Board ("ARB") implemented the California Cap-and-Trade Program in which an Allowance is a limited tradable authorization to emit up to one metric ton of greenhouse gases; and

WHEREAS, Moreno Valley Electric Utility ("MVU") is an Electric Distribution Utility as defined in ARB's regulations, and shall receive a direct allocation of Allowances for each vintage year from 2013 until 2020 in an amount that is prescribed in the ARB regulations; and

WHEREAS, MVU is required to consign these Allowances to ARB's Allowance auction for the respective vintage; and

WHEREAS, MVU shall receive the revenue when its Allowances are sold in the auction; and

WHEREAS, subject to any limitations imposed by the City Council, MVU is required to use the Allowance revenue solely to benefit its retail electricity customers in a manner consistent with the Global Warming Solutions Act of 2006 ("AB 32"); and

WHEREAS, Senate Bill 2 (1X) established the California Renewable Portfolio Standard which requires MVU, subject to certain exemptions, to implement minimum targets for procuring eligible renewable resources as a percentage of total kWh sold to MVU's retail electricity customers; and

WHEREAS, the ARB Scoping Plan provides policy guidance for the implementation of AB 32 by local governments, among other things, by increasing the amount of eligible renewable resources procured by a municipal utility to serve its retail electricity customers; and

WHEREAS, the Electric Utility Division Manager is authorized to do all things necessary and proper for operating MVU.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. MVU shall establish an Allowance Revenue Account for the

purpose of holding, tracking, and disbursing all revenues received by MVU from the sale of its Allowances in the California Cap-and-Trade Program auction.

Section 2. The Electric Utility Division Manager, or her/his designee, is directed to use the Allowance revenue to procure eligible renewable resources to serve MVU's retail electricity customers.

Section 3. The Electric Utility Division Manager, or her/his designee is directed to establish a program to ensure that funds from the Allowance Revenue Account benefit the MVU retail electricity customers, and to communicate this program to all MVU retail electricity customers.

Section 4. The City Clerk shall certify to the adoption of this Resolution.

Section 5. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 11th day of December, 2012.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-98 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of December, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00187649

APPROVALS	
BUDGET OFFICER	Caf
CITY ATTORNEY	RHS
CITY MANAGER	MBO

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: December 11, 2012

TITLE: AUTHORIZATION TO ISSUE PURCHASE ORDER TO SOUTHERN CALIFORNIA EDISON (SCE) FOR ENGINEERING OF THE SCE RULE 20B UNDERGROUNDING FOR THE NASON STREET FROM CACTUS AVENUE TO FIR AVENUE IMPROVEMENT PROJECT
PROJECT NO. 801 0001 70 77

RECOMMENDED ACTION

Recommendations:

1. Authorize the issuance of a Purchase Order to SCE in the amount of $144,000 ($120,000 plus 20% contingency) from Account No. 2000-70-77-80001.

2. Authorize a deposit payment to SCE in an amount up to $144,000 for the engineering of the proposed Rule 20B Undergrounding of SCE facilities for the Nason Street from Cactus Avenue to Fir Avenue Improvements.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

On July 26, 2011, the City Council authorized the addition of the Nason Street from Cactus Avenue to Fir Avenue Improvement Project to the FY 2011-12 Capital Improvement Plan (CIP) and the appropriation of up to $15 million in California Communities Gas Tax Revenue Certificates of Participation (COPS), Series 2011B (TRIP – Total Road Improvement Program) monies for the project. At this same

meeting, the City Council adopted Resolution No. 2011-81 approving the sale, execution, and delivery of not more than $20 million in principal amount of COPS monies. These improvements are integral elements of the Economic Development Action Plan focused on building a central medical corridor to facilitate and attract development and create jobs for Moreno Valley residents.

On February 28, 2012, City Council approved staff's recommendation to schedule a public hearing for March 27, 2012 to consider establishing an underground utility district along Nason Street from Cactus Avenue to Fir Avenue. At the March 27, 2012 City Council meeting, a public hearing was conducted and a proposed ordinance for the establishment of an underground utility district was introduced. A second reading of the proposed ordinance was conducted at the City Council meeting on April 10, 2012. No comments were received, verbally at the public hearing or submitted in writing to the City within the specified timeframe; therefore, City Council adopted Ordinance No. 841 at its April 10, 2012 meeting, thereby establishing the underground utility district.

City Council adopted a Mitigated Negative Declaration (MND) for the project at its meeting on November 27, 2012. As stated in the MND, the mitigation measures included in the Initial Study and ultimately incorporated into the project construction specifications will reduce all potential environmental impacts of the improvements.

DISCUSSION

The Nason Street Improvement Project proposes to construct improvements along Nason Street from Cactus Avenue to Fir Avenue for a 4-Lane Divided Arterial, Augmented Parkway with 120 foot right of way and 86 foot roadway width. The improvements will include curb and gutter, sidewalk, street lights, drainage facilities, and undergrounding of overhead utilities. Traffic signal improvements will be constructed at Fir Avenue, Eucalyptus Avenue, Dracaea Avenue, Cottonwood Avenue, and Alessandro Boulevard. A new traffic signal at Medical Center will also be completed. A 24" EMWD water line, on Nason Street from Dracaea Avenue to Cottonwood Avenue and on Cottonwood Avenue from Nason Street to 1,300 feet to the west, may be incorporated into the project. At intersections, including Fir Avenue, Dracaea Avenue, Cottonwood Avenue, and Alessandro Boulevard, there will be improvements from approximately 200 to 600 feet on each side of Nason Street.

Staff is working with SCE as they begin their design process to underground the overhead facilities. Based on SCE's preliminary estimates, the cost to underground Nason Street from Cactus Avenue to Cottonwood Avenue and from Eucalyptus Avenue to Fir Avenue is estimated to be $3.15 million, which will be funded by a combination of Rule 20A (SCE-paid) and Rule 20B (City-paid) funds. All utilities on Nason Street from Cottonwood Avenue to Eucalyptus Avenue are already undergrounded. SCE is anticipated to contribute approximately $850,000 under Rule 20A toward the undergrounding. Staff anticipates that any segment not funded by Rule 20A will be funded based upon SCE's Rule 20B. The SCE Rule 20B cost to the City is estimated to be approximately $2.3 million and is included as part of the overall $15 million project budget.

The requested purchase order and payment amount are for the initial engineering deposit required plus 20% contingency. This deposit will allow SCE to proceed with engineering and development of cost estimates for the Rule 20B undergrounding of SCE's distribution facilities. If the project is cancelled, SCE will deduct from the engineering deposit any expenses incurred prior to issuing any refund. If the project continues through completion, the engineering deposit will be applied to the total cost of the engineering and cost estimate development. Staff is working with SCE to complete their work in time to attain the overall project schedule completion date of January 2017.

ALTERNATIVES

1. By motion authorize the recommended actions as presented in this staff report. *This action will allow the engineering of the SCE Rule 20B undergrounding to begin and will keep the project on schedule.*

2. Do not authorize the recommended actions as presented in this staff report. *This action will delay the engineering of the SCE Rule 20B undergrounding and ultimately will delay the construction of this essential project.*

FISCAL IMPACT

The City of Moreno Valley will fund the design and construction of the project with the proceeds from the California Communities Gas Tax Revenue Certificates of Participation (COPS), Series 2011B (TRIP – Total Road Improvement Program) in the amount of $15 Million (overall project budget). There is no fiscal impact to the City's General Fund.

A portion of the overall segment (Nason Street from Alessandro Boulevard to Fir Avenue) is eligible for approximately $10 million of Transportation Uniform Mitigation Fee (TUMF) reimbursement. The City can seek reimbursement of TUMF funds in the future as funds become available.

BUDGETED FUNDS FOR DESIGN AND CONSTRUCTION:
Fiscal Year 2012/2013 Budget
(Account No. 2000-70-77-80001 / Project No. 801 0001 70 77) $14,600,000

ESTIMATED PROJECT COSTS:

Remaining Preliminary Engineering and Environmental Costs	$150,000
Design and Design Management Costs	$700,000
Right of Way	$1,450,000
Utility Relocation Costs (including SCE Engineering Deposit)*	$2,300,000
Construction and Construction Management Costs	$10,000,000
Total Estimated Project Costs	$14,600,000

*An additional $850,000 of separate SCE Rule 20A funds is also estimated for Utility Relocation

ANTICIPATED PROJECT SCHEDULE

Preliminary Engineering and Environmental Clearance Complete.....December 2012
PS&E Complete .....June 2013
Right of Way Acquisition and Utility Relocation Work Complete .....June 2015
Advertise and Award of Construction .....October 2015
Complete Construction.....January 2017

CITY COUNCIL GOALS

Upon approval of the recommended action contained in this staff report the following City Council Goals would be furthered:

PUBLIC SAFETY:

Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:

Create a positive environment for the development of Moreno Valley's future.

SUMMARY

This action authorizes the issuance of a Purchase Order in the amount of $144,000 to SCE for the engineering and development of cost estimates for the Rule 20B Undergrounding of SCE's distribution facilities for the Nason Street from Cactus Avenue to Fir Avenue Improvement Project.

NOTIFICATION

All utilities, adjacent property owners, business owners, law enforcement, fire department, and other emergency services responders in the area have been notified of the proposed construction.

ATTACHMENTS

Attachment 1 – Location Map

Prepared By:
Lorenz R. Gonzales
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00187655

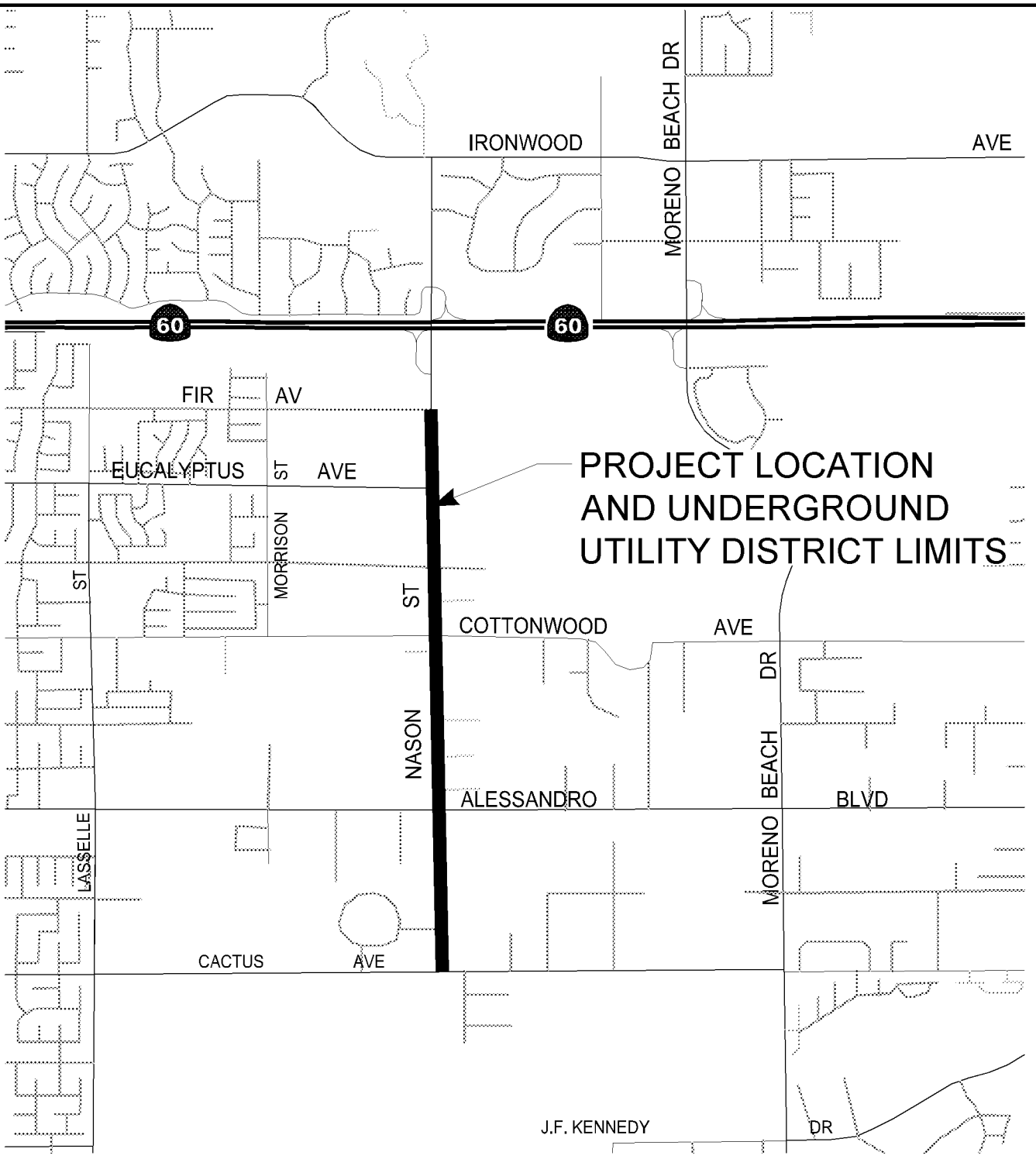

LOCATION MAP

Public Works Department
Capital Projects Division

Scale: None

NASON STREET FROM CACTUS AVENUE
TO FIR AVENUE STREET IMPROVEMENT PROJECT
PROJECT NUMBER 801 6001 70 77

Date: 19 Nov 12 - 11:55 am
File: W:\CapProj\CapProj\PROJECTS\Larry - 15-12185820 - Nason from Cactus to Fir\Design Phase\Auto CAD\Location_Map\20121119 Location_Map.dwg
User: jsnff

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MV00187657

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RLH
CITY MANAGER	MJ

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: December 11, 2012

TITLE: APPROVE RESOLUTION 2012-99 ADOPTING A RESOURCE ADEQUACY PROGRAM FOR MORENO VALLEY UTILITY

RECOMMENDED ACTION

Recommendation:

1. Approve Resolution No. 2012-99 adopting a Resource Adequacy Program for Moreno Valley Utility.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

The California Independent System Operator ("CAISO") is the agency responsible for the reliable operation of the transmission system under its control. Requiring that electric utilities, also known as load-serving entities, procure sufficient capacity and energy to serve their customers is necessary to ensure reliable operation of the transmission system. The CAISO's Reliability Requirement Tariff, initially established in 2006, requires load-serving entities to maintain a reserve margin above their monthly forecasted peak, and the submittal of monthly and annual Resource Adequacy Plans to the CAISO that identify resources that will satisfy the requirements of the tariff.

DISCUSSION

The current Reliability Requirement Tariff requires the preparation of an annual Resource Adequacy Plan that is approved by City Council by September 1 of each year. The approved plan must be submitted to the CAISO by September 30 of each

year. The annual Resource Adequacy Plan must be consistent with the annual Demand Forecast that is submitted to the California Energy Commission. The Tariff also requires the procurement of capacity and/or energy to meet a reserve margin of 15% above the forecasted monthly peak demand. To minimize costs and potential rate impacts, staff is recommending a phased-in approach over five years to reach the required 15% reserve margin.

ALTERNATIVES

1. Approve proposed Resolution adopting a Resource Adequacy Program for Moreno Valley Utility.

2. Do not approve proposed Resolution adopting a Resource Adequacy Program for Moreno Valley Utility. *The City could be considered non-compliant and potentially face higher costs as the CAISO has the authority to procure the necessary resources for the City and charge those costs to the City.*

FISCAL IMPACT

At this time, there is no cost associated with adopting the Resource Adequacy Program. The fiscal impact related to the Resource Adequacy Program will be identified as the Resource Adequacy Plan is developed and brought before the Council for approval.

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:

The diversified portfolio of the City's power supply resources will foster a positive environment and continue to provide reliable power supply to the community.

NOTIFICATION

Posting of agenda.

ATTACHMENTS

Attachment 1 – Proposed Resolution

Attachment 2 – Resource Adequacy Program.

Prepared By:
Jeannette Olko
Electric Utility Division Manager

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00187661

RESOLUTION NO. 2012-99

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING A RESOURCE ADEQUACY PROGRAM FOR MORENO VALLEY UTILITY

WHEREAS, the City of Moreno Valley is authorized under various provisions of the California Constitution and the general laws of California (including, specifically, Article XI, Section 9(a) of the California Constitution, Public Utilities Code section 10004, and Government Code section 39732(a)) to establish, purchase, and operate a public utility to furnish its inhabitants with, among other things, electricity; and

WHEREAS, the City of Moreno Valley operates a municipal electric utility ("City"); and

WHEREAS, as a municipal electric utility, the City is generally subject to the legislative and regulatory requirements applicable to local publicly owned electric utilities ("POUs"); and

WHEREAS, the California Independent System Operator ("CAISO") is charged under both California law and by FERC with the responsibility for the reliable operation of the transmission system under its Operational Control, and resource adequacy is a necessary element of reliable grid operations; and

WHEREAS, the CAISO's Reliability Requirements Tariff requires that Load Serving Entities maintain a reserve margin which is the amount of capacity over and above the predicted Demand that is necessary to provide adequate Operating Reserve and is consistent with general Good Utility Practice and ensures that resources are available when and where they are needed; and

WHEREAS, Moreno Valley Utility is considered to be a Load Serving Entity under the CAISO's Tariffs and must comply with the provisions set forth in the Tariff; and

WHEREAS, the City desires to implement a Resource Adequacy Program for Moreno Valley Utility that will comply with the requirements of the Reliability Requirements Tariff.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

That the City of Moreno Valley Resource Adequacy Program set forth in Attachment 2 is hereby approved and shall become effective pursuant to the terms contained therein.

APPROVED AND ADOPTED this 11th day of December, 2012.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-99 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of December, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00187665

RESOURCE ADEQUACY PROGRAM

CITY OF MORENO VALLEY

This Resource Adequacy (RA) Program shall apply to the City of Moreno Valley, operating through its municipal electric utility (City).

1. RESOURCE ADEQUACY PLANS

Moreno Valley Electric Utility (MVU) shall be responsible for developing RA Plans to guide the procurement of capacity resources adequate to serve the requirements of the City's customers consistent with Good Utility Practice and applicable reliability requirements. The RA Plans shall identify resources, including Local Capacity Area Resources as defined by the California Independent System Operator Corporation (CAISO), that MVU will rely upon to satisfy the requirements set forth below.

1.1 Annual Resource Adequacy Plan: MVU shall prepare an annual RA Plan each year for the following year. The Annual Resource Adequacy Plan shall identify capacity resources owned or contracted for by the City sufficient to meet 90% of the following target Reserve Margins:

RA Compliance Year	Reserve Margin
2013	23% of forecast monthly peak loads[1]
2014	46% of forecast monthly peak loads
2015	69% of forecast monthly peak loads
2016	92% of forecast monthly peak loads
2017 and subsequent years	115% of forecast monthly peak loads

The annual RA Plan shall set forth the Local Capacity Area Resources, if any, procured by MVU. MVU shall present the annual RA Plan to the City Council by September 1 of each year and shall send the approved plan to the CAISO by September 30 of each

[1] The monthly peak load shall be derived based upon the Demand Forecast described in Section 2 below.

year or as otherwise required by the CAISO Tariff and/or applicable CAISO Business Practice Manuals.

1.2 Monthly Resource Adequacy Plan: MVU shall prepare a monthly RA Plan by no later than the last business day of the second month prior to the month covered by the Plan (*e.g.*, by February 28 for the month of April) or such earlier time as may be required by the CAISO Tariff and/or applicable CAISO Business Practice Manuals. The monthly RA Plan shall identify capacity resources owned or contracted for by the City sufficient to meet the following Reserve Margins:

RA Compliance Year	Reserve Margin
2013	23% of forecast monthly peak loads
2014	46% of forecast monthly peak loads
2015	69% of forecast monthly peak loads
2016	92% of forecast monthly peak loads
2017 and subsequent years	115% of forecast monthly peak loads

The monthly RA Plan shall identify all resources, including Local Capacity Area Resources that MVU will rely upon to satisfy the applicable month's peak hour Demand of MVU as determined by the Demand Forecasts developed in accordance with Section 2 below and the applicable Reserve Margin. MVU shall provide each Monthly Resource Adequacy Plan to the CAISO in the format and to the extent required by the CAISO Tariff and/or applicable CAISO Business Practice Manuals.

2. DEMAND FORECASTS

MVU shall be responsible for developing and providing to the California Energy Commission or the CAISO, as applicable, information necessary to develop Demand Forecasts, consistent with Good Utility Practice and applicable reliability requirements.

3. CRITERIA FOR QUALIFYING CAPACITY

3.1 Qualifying Capacity Criteria: MVU shall utilize the criteria established by the California Public Utilities Commission (CPUC) to determine and verify the Qualifying Capacity of all RA Resources. MVU shall apply these criteria to any contract to supply MVU with RA capacity.

3.2 General Qualifications for Supplying Net Qualifying Capacity: RA Resources included in MVU's RA Plans must satisfy the general requirements set forth in Section 40.4.3 of the CAISO Tariff, as may be amended from time to time, and/or applicable CAISO Business Practice Manuals.

4. AVAILABILITY OF RESOURCE ADEQUACY RESOURCES TO THE CAISO

The RA Capacity identified in MVU's monthly RA Plan shall be made available to the CAISO on a Day-Ahead basis as described in the CAISO Tariff and/or applicable Business Practice Manuals. To the extent that RA Resources have received an Integrated Forward Market Schedule for Energy or Ancillary Services or a Real-Time Unit Commitment Schedule, such scheduled RA Capacity must remain available to the CAISO through Real-Time for Trading Hours for which the schedule was received in accordance with the CAISO Tariff and/or applicable CAISO Business Practice Manuals.

5. ENFORCEMENT

MVU must report promptly to the City Council and the CAISO, to the extent required by the CAISO Tariff, any failure to comply with the requirements of this program. Such report must identify clearly the incident or incidents of non-compliance, describe in detail the actions MVU will take to re-establish full compliance with this program, and set forth a timeline for such actions.

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MV00187669

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RLH
CITY MANAGER	MJ

Report to City Council

TO: Mayor and City Council acting in their capacity as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: December 11, 2012

TITLE: RESOLUTIONS OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE AMENDED SECOND AND THIRD RECOGNIZED OBLIGATION PAYMENT SCHEDULES FOR THE PERIODS OF JULY 1, 2012 TO DECEMBER 31, 2012 AND JANUARY 1, 2013 TO JUNE 30, 2013 RESPECTIVELY

RECOMMENDED ACTION

Recommendations: That the City Council as Successor Agency:

1. Adopt Resolution No. SA 2012-100 approving an amended Second Recognized Obligation Payment Schedule ("ROPS 2"), for the periods of July 1, 2012 to December 31, 2012.

2. Adopt Resolution No. SA 2012-101 approving an amended Third Recognized Obligation Payment Schedule ("ROPS 3"), for the periods of January 1, 2013 to June 30, 2013.

3. Authorize the Executive Director or his designee to make modifications to the Schedule.

4. Authorize the transmittal of the amended ROPS 2 and ROPS 3 to the Oversight Board for review and approval acknowledging that the Department of Finance has stated they are not accepting amended ROPS 2 and 3.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

ABX1 26 requires the Successor Agency to approve a Recognized Obligation Payment Schedule ("ROPS") for each six-month period. The required content of the ROPS, set forth in Health and Safety Code Section 34177(l)(1), details all of the Agency's legally binding and enforceable obligations, anticipated payments, and sources of payments. Recognized obligations include bonds, loans, judgments, settlements, any legally binding and enforceable agreements or contracts, and contracts and agreements for agency administration or operation

AB 1484 further clarifies certain matters associated with the dissolution of RDAs and addresses substantive issues related to administrative processes, affordable housing activities, and repayment of loans from communities, use of existing bond proceeds, and the disposition or retention of former RDA assets.

The City of Moreno Valley is the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley (RDA) pursuant to Part 1.85 of Division 24 of the Health and Safety Code. As Successor Agency, the City is responsible for winding down the affairs of the redevelopment agency including disposing of its assets; making payments and performing other obligations due for Enforceable Obligations of the former RDA. In order to facilitate the process, on February 28, 2012, the City Council adopted Resolution No. 2012-13 approving a Recognized Obligation Payment Schedule for the period of January 1, 2012 through June 30, 2012, and on April 10, 2012, adopted Resolution No. 2012-22, approving a Second Recognized Obligation Payment Schedule (Original "ROPS 2') for the period of July 1, 2012 through December 31, 2012. Most recently, on August 28, 2012, the City Council adopted Resolution No. 2012-71 approving a Third Recognized Obligation Payment Schedule (Original "ROPS 3") for the period of January 1, 2013 through June 30, 2013.

DISCUSSION

In connection with its activities pursuant to ABx1 26, the Successor Agency staff prepared and is submitting for consideration and approval, the amended ROPS 2 and amended ROPS 3.

Both ABX1 26 and AB 1484 require that all legally binding and enforceable obligations, anticipated payments, sources of payments, and to whom the payments will be made are listed on the ROPS for the stated period. If the obligations are not listed on the ROPS, they do not qualify as enforceable obligations.

In the course of interactions between the Successor Agency and the Department of Finance, there is an ongoing dialog concerning the expenditure of proceeds of tax allocation bonds issued in 2007 by the former Redevelopment Agency (the "Bonds"). In order to facilitate the expenditure of the proceeds of the Bonds, and to recognize legally

binding contracts, the Successor Agency staff has determined that individual contracts for particular contractors, for whom contracts were awarded, should be added to the Original ROPS 2 (as amended, "ROPS 2") and to the Original ROPS 3 (as amended, "ROPS 3"). The individual contracts for particular contractors relate to the provision of public improvements the financing of which was contemplated by and provided for by the Bonds and the instruments approved at the time of issuance of the Bonds, including without limitation the indenture of trust and official statement prepared in connection therewith.

Once approved, both ROPS 2 and ROPS 3 will be submitted to the Oversight Board for review and approval. Upon approval by the Oversight Board, a copy of the approved ROPS will be transmitted to the County-Auditor Controller, the State Controller's Office, the Department of Finance, and posted to the City's website. The Department of Finance has stated they will no longer accept amendments for ROPS 2 and 3. Staff believes there is no other option than amending the ROPS and attempting to submit to the Department of Finance.

ALTERNATIVES

1. Adopt the attached proposed resolutions, which approve amended ROPS 2 and ROPS 3 for the periods of July 1, 2012 to December 31, 2012, and January 1, 2013 to June 30, 2013 respectively, and authorizing the transmittal of said Schedules to the Oversight Board for review and approval. *Staff recommends this alternative because it allows the City serving as the Successor Agency to make required debt service payments in accordance with the State legislation.*

2. Decline to adopt the attached proposed resolutions which would not allow the City, serving as the Successor Agency, to maintain the operations, and fulfill debt obligations of the former RDA as required by law. *Staff does not recommend this alternative.*

FISCAL IMPACT

The Recognized Obligation Payment Schedules provide the details necessary for the City serving as the Successor Agency to fulfill the former RDA's legally binding and enforceable agreements. The amended ROPS will serve as authorization to pay obligations listed during the noted period. There is no additional fiscal impact to General Fund.

SUMMARY

As Successor Agency, the City is responsible for winding down the affairs of the redevelopment agency including disposing of its assets; making payments and performing other obligations due for Enforceable Obligations of the former RDA. The Recognized Obligation Payment Schedules for the stated periods provides the details necessary for the City serving as the Successor Agency to fulfill the former RDA's legally binding and enforceable agreements as required by law.

NOTIFICATION

No public notice is required prior to the City Council taking action on this item. However, the agenda for the meeting during which this item may be considered has been posted in the three locations that have been designated for the posting of City Council agendas.

ATTACHMENTS

Attachment 1 – Proposed Resolution
Exhibit A – Amended Second Recognized Obligation Payment Schedule (amended ROPS 2)
Attachment 2 – Proposed Resolution
Exhibit B – Amended Third Recognized Obligation Payment Schedule (amended ROPS 3)

Prepared By:
Anochar Clark
Sr. Financial Analyst

Department Head Approval:
Barry Foster
Community & Economic Development Director

Concurred by:
Dante Hall
Redevelopment & Neighborhood Programs Administrator

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2012-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY SERVING AS SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 2)

WHEREAS, in connection with the implementation of provisions of ABX1 26 which require the adoption of an enforceable obligation schedule, the City of Moreno Valley, serving as the Successor Agency has previously adopted a recognized obligation payment schedule for the period July 1, 2012 through December 31, 2012 (the "Original ROPS 2"); and

WHEREAS, the Oversight Board for Successor Agency to Community Redevelopment Agency of the City of Moreno Valley ("Oversight Board" as applicable) has met and has previously approved, after due consideration, a recognized obligation payment schedule for the period July 1, 2012 through December 31, 2012 in an amended form submitted by the Successor Agency (the "Original ROPS 2"); and

WHEREAS, in the course of interactions between the Successor Agency and the Department of Finance, there is an ongoing dialog concerning the expenditure of proceeds of tax allocation bonds issued in 2007 by the former Redevelopment Agency (the "Bonds"). In order to facilitate the expenditure of the proceeds of the Bonds, and to recognize legally binding contracts, the Successor Agency staff has determined that individual contracts for particular contractors should be added to the Original ROPS 2 (as amended, "ROPS 2"). The individual contracts for particular contractors relate to the provision of public improvements the financing of which was contemplated by and provided for by the Bonds and the instruments approved at the time of issuance of the Bonds, including without limitation the indenture of trust and official statement prepared in connection therewith; and

WHEREAS, the City Council, on behalf of the City acting in its capacity as Successor Agency to the Agency has reviewed ROPS 2 and those instruments referenced therein; and

WHEREAS, given the adoption of ABX1 26, the City Council, on behalf of the City acting in its capacity as Successor Agency to the Agency, has duly considered this Resolution and has determined that the adoption of this Resolution is in the best interests of the City, in its capacity as Successor Agency to the Agency, and the health, safety, and welfare of the residents of the City, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, SERVING AS THE SUCCESSOR AGENCY, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated into this resolution by this reference, and constitute a material part of this resolution.

SECTION 2. The Successor Agency approves for transmittal to the Oversight Board as the Recognized Obligation Payment Schedule for the period July 1, 2012 through December 31, 2012, with such augmentation, modification, additions or revisions as the Executive Director of the Successor Agency or his designee may make before transmittal to the Oversight Board.

SECTION 3. The Successor Agency is authorized and directed to submit ROPS 2 to the California Department of Finance upon approval by the Oversight Board.

SECTION 4. The Successor Agency shall maintain on file as a public record this Resolution and ROPS 2 as approved hereby.

SECTION 5. This Resolution shall be effective immediately upon adoption.

SECTION 6. The City Clerk shall certify to the adoption of this resolution.

APPROVED AND ADOPTED this 11th day of December, 2012

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-100 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of December, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00187677

Name of Redevelopment Agency: The Community Redevelopment Agency of the City of Moreno Valley

Project Area(s) RDA Project Area All

Revised 12/4/12

EXHIBIT A

SECOND RECOGNIZED OBLIGATION PAYMENT SCHEDULE
Per AB 26 - Section 34169 (*)

Funding Source	
RPTTF	Redevelopment Property Tax Trust Fund
LMIHF	Low and Moderate Income Housing Fund
Bonds	Bond Proceeds
Admin	Successor Agency Administrative Allowance
Other	Reserve, Rents, Interest Earnings, etc.

	Project Name / Debt Obligation	Payee	Description	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-2013**	Funding Source	Payable from the Redevelopment Property Tax Increment Fund (RPTIF) Payments by month: July 2012	Aug 2012	Sept 2012	Oct 2012	Nov 2012	Dec 2012	Total
1)	Improvement Area No. 1 Special Tax Refunding Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance the construction of public facilities*	Original Area	3,080,142.63	276,026.76	RPTTF	138,013.38						$ 138,013.38
2)	CFD No. 3 - Auto Mall Refinance	Wells Fargo Bank	Debt service payments for bonds issued to finance the construction of public facilities*	Original Area	2,109,335.61	35,137.64	RPTTF	17,568.82						$ 17,568.82
3)	2011 Refunding of 97 LRB Bonds	Bank of America	Debt service payments for bonds issued to finance the construction of a public facility*	Original Area	1,500,000.00	150,000.00	RPTTF	75,000.00						$ 75,000.00
4)	2005 Lease Revenue Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance Sunnymead Blvd project*	Original Area	13,535,660.41	597,372.50	RPTTF	404,798.75						$ 404,798.75
5)	On-going Housing Monitoring Requirements	City of Moreno Valley/Successor Agency	Costs to perform the recertification and monitoring of housing units	Original Area	40,000.00	40,000.00	RPTTF						20,000.00	$ 20,000.00
6)	Contract for Legal Services	Stradling, Yocca, Carlson & Rauth	Legal services - General	Original Area	72,000.00	72,000.00	RPTTF	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	$ 36,000.00
7)	Contract for Legal Services	Kronick Moskovitz Tiedemann & Girard	Legal services - Oversight Board Legal Counsel	Original Area	72,000.00	72,000.00	RPTTF	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	$ 36,000.00
8)	Contract for Abatement of Properties	Fire Prevention/Inland Empire Property Service, Inc.	Nuisance/weed abatement of Agency owned properties	Original Area	5,000.00	5,000.00	RPTTF	2,500.00					2,500.00	$ 5,000.00
9)	Contract for Special Tax Reporting	Willdan/Staff Administration	Report	Original Area	2,500.00	2,500.00	RPTTF						2,500.00	$ 2,500.00
10)	CalPERS Retirement Liability	The California Public Employees' Retirement System (CalPERS)	Unfunded PERS Retirement Liability Acct	Original Area	599,992.00	13,855.14	RPTTF	13,855.14						$ 13,855.14
11)	Retiree Medical Trust (CERBT)	California Employers' Retiree Medical Trust(CERBT)/CalPERS	Unfunded Retiree Medical Trust Acct	Original Area	193,221.00	4,461.90	RPTTF	4,461.90						$ 4,461.90
12)	Agency Loans #1 &# 2	City of Moreno Valley	City/Agency Loan Agreement	Original Area	2,217,643.00		RPTTF							$ -
13)	~~Conference & Recreation Cntr Agreement~~	~~Wells Fargo Bank~~	~~Debt service payments/Purchase and Sale Agreement~~	~~Original Area~~	~~35,664,339.00~~		~~RPTTF~~							~~$ -~~
14)	Price Club Acquisition Note	The Price Family Charitable Fund	Participation Agreement	Original Area	1,410,529.68	480,000.00	RPTTF	120,000.00				120,000.00		$ 240,000.00
15)	Towngate Acquisition Note	City of Moreno Valley	Participation Agreement	Original Area	15,655,083.42	480,000.00	RPTTF	120,000.00				120,000.00		$ 240,000.00
16)	~~Cactus/Day/Old 215 Land~~	~~City of Moreno Valley~~	~~Land purchased - Account Payable~~	~~Original Area~~	~~2,360,500.00~~		~~RPTTF~~							~~$ -~~
17)	Moss Bros. Autogroup Participation Agreement	Moss Bros. Autogroup	Participation Agreement	Original Area	250,000.00	250,000.00	RPTTF					250,000.00		$ 250,000.00
18)	Robertson's Ready Mix, Inc. OPA	Robertson's Ready Mix, Inc.	Owner Participation Agreement	Original Area	4,000,000.00		RPTTF							$ -
19)	Hemlock Family Apartments	Rancho Belago, Inc.	Affordable Housing Agreement	Original Area	1,000,000.00		RPTTF							$ -
20)	Rancho Dorado Apts - South	Moreno Valley Housing Authority (MVHA)	Affordable Housing Agreement	Original Area	6,950,000.00	6,950,000.00	RPTTF						600,000.00	$ 600,000.00
21)		Stradling, Yocca, Carlson & Rauth	Legal services - Specific to Affordable Housing Agreement w/ Rancho Dorado	Original Area	25,000.00	12,500.00	RPTTF		4,200.00		4,200.00		4,100.00	$ 12,500.00
22)		Strickler Association	Title & Closing Costs	Original Area	5,000.00	2,500.00	RPTTF		800.00		800.00		900.00	$ 2,500.00
	Totals - This Page (RPTIF Funding)				$ 90,747,946.75	$ 9,443,353.94		$ 908,197.99	$ 17,000.00	$ 12,000.00	$ 17,000.00	$ 502,000.00	$ 642,000.00	$ 2,098,197.99
	Totals - Page 2 (RPTIF Funding)				$ 314,160.12	$ 314,160.12		$ 14,692.72	$ 14,692.68	$ 14,693.68	$ 14,693.68	$ 14,693.68	$ 240,693.68	$ 314,160.12
	Totals - Page 2 (Other Funding)				$ 486,038.45	$ 456,038.45		$ 181,475.14	$ 131,386.14	$ 30,281.27	$ 30,281.27	$ 25,281.27	$ 25,281.27	$ 423,986.36
	Totals - Page 3 (Other Funding)				$ 19,407,567.30	$ 10,272,745.57		$ 509,380.50	$ 470,779.78	$ 557,897.06	$ 665,957.67	$ 725,468.97	$ 2,352,111.59	$ 4,181,595.57
	Totals - Page 4 (Other Funding)				$ 93,073,563.59	$ 5,718,022.61		$ 3,534,464.50	$ -	$ -	$ -	$ -	$ -	$ 3,534,464.50
	Totals - Page 5 (Administrative Cost Allowance)				$ 250,000.00	$ 250,000.00		$ 20,833.33	$ 20,833.33	$ 20,833.33	$ 20,833.33	$ 20,833.33	$ 20,833.35	$ 125,000.00
	Totals - Page 5 (Other Funding)				$ 189,515.00	$ 189,515.00		$ 19,095.00	$ 19,095.00	$ 19,095.00	$ 19,095.00	$ 19,095.00	$ 19,095.00	$ 114,570.00
	Totals - Page 5 (Pass Thru Payments)				$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Grand total - All Pages				$ 204,468,791.21	$ 26,643,835.69		$ 5,188,139.18	$ 673,786.93	$ 654,800.34	$ 767,860.95	$ 1,307,372.25	$ 3,300,014.89	$ 10,791,974.54

****Line 20 - $600,000 is encumbered to be paid in 2013-2014 per Affordable Housing Agreement (AHA) and to be deposit to Moreno Valley Housing Authority - encumbrance of funds was discussed and approved by the DOF.

** All totals due during fiscal year and payment amounts are projected.

In response to Department of Finance correspondence dated April 27, 2012, the Successor Agency has removed line items 13 and 16 from the Second Recognized Obligation Payment Schedule covering the period for July to December 2012.

MV00187678

Name of Redevelopment Agency: The Community Redevelopment Agency of the City of Moreno Valley

Project Area(s) RDA Project Area All

Revised 12/4/12

SECOND RECOGNIZED OBLIGATION PAYMENT SCHEDULE
Per AB 26 - Section 34169 (*)

	Project Name / Debt Obligation	Payee	Description	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-2013**	Funding Source	Payable from Other Revenue Sources Payments by month July 2012	Aug 2012	Sept 2012	Oct 2012	Nov 2012	Dec 2012	Total
1)	Sunnymead Blvd. CIP 79221	Excel*	Capital Project Contract, CIP 79221	Original Area	50,000.00	50,000.00	Reserve						50,000.00	$ 50,000.00
2)		Harris & Assoc.*	Capital Project Contract, CIP 79221	Original Area	176,000.00	176,000.00	Reserve						176,000.00	$ 176,000.00
3)		City of Moreno Valley	Project Management CIP 79221	Original Area	12,300.00	12,300.00	Reserve	2,050.00	2,050.00	2,050.00	2,050.00	2,050.00	2,050.00	$ 12,300.00
4)		City Consultants	Project Management CIP 79221	Original Area	1,960.00	1,960.00	Reserve	326.00	326.00	327.00	327.00	327.00	327.00	$ 1,960.00
5)		Gibbs, Giden, Locher, Turner & Senet LLP*	Additional Legal Fees - CIP 79221	Original Area	66,000.00	66,000.00	Reserve	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	$ 66,000.00
6)	Storm Drain/Day Street to Cottonwood CIP 79222	Gibbs, Giden, Locher, Turner & Senet*	Contractual Services PO# 42123 CIP 79222	Original Area	6,204.96	6,204.96	Reserve	1,034.16	1,034.16	1,034.16	1,034.16	1,034.16	1,034.16	$ 6,204.96
7)		City of Moreno Valley	Project Management CIP 79222	Original Area	1,695.16	1,695.16	Reserve	282.56	282.52	282.52	282.52	282.52	282.52	$ 1,695.16
8)	Day Street/Alessandro Blvd to Cottonwood CIP 79724	DMC Design	Contractual Services PO#40920 CIP 79724	Original Area	5,880.84	5,880.84	Bonds	980.14	980.14	980.14	980.14	980.14	980.14	$ 5,880.84
9)		AEI-CASC	Contractual Services PO#35423 CIP 79724	Original Area	8,775.83	8,775.83	Bonds	1,462.58	1,462.63	1,462.63	1,462.63	1,462.63	1,462.63	$ 8,775.73
10)		Group Delta	Contractual Services PO#39328 CIP 79724	Original Area	7,359.00	7,359.00	Bonds	1,226.50	1,226.50	1,226.50	1,226.50	1,226.50	1,226.50	$ 7,359.00
11)		KDM Meridian	Contractual Services PO#41865 CIP 79724	Original Area	3,992.50	3,992.50	Bonds	665.45	665.41	665.41	665.41	665.41	665.41	$ 3,992.50
12)		STI Inc.	Contractual Services PO#41859 CIP 79724	Original Area	73,322.22	73,322.22	Bonds	12,220.37	12,220.37	12,220.37	12,220.37	12,220.37	12,220.37	$ 73,322.22
13)		City of Moreno Valley	Project Management CIP 79724	Original Area	20,395.33	20,395.33	Bonds	3,399.23	3,399.22	3,399.22	3,399.22	3,399.22	3,399.22	$ 20,395.33
14)	Auto Mall Street Upgrades CIP 79725	VA Consulting	Capital Project Contract, CIP 79725	Original Area	2,333.32	2,333.32	Bonds	1,166.66	1,166.66					$ 2,333.32
15)		City of Moreno Valley	Project Management CIP 79725	Original Area	6,451.00	6,451.00	Bonds	3,225.00	3,226.00					$ 6,451.00
16)		United Inspection (Geotech)	Capital Project Contract, CIP 79725	Original Area	1,575.00	1,575.00	Bonds	787.50	787.50					$ 1,575.00
17)		VA Consulting Inc. (Survey)	Capital Project Contract, CIP 79725	Original Area	1,650.00	1,650.00	Bonds	825.00	825.00					$ 1,650.00
18)		SME&C (Contractor)	Capital Project Contract, CIP 79725	Original Area	190,379.41	190,379.41	Bonds	95,189.71	95,189.71					$ 190,379.42
19)	Indian Basin, Appurtenant CIP 79726	Lim & Nascimento Engineering	Contractual Services PO#35828 CIP 79726	Original Area	50,000.00	50,000.00	Bonds	50,000.00						$ 50,000.00
20)		City of Moreno Valley	Project Management CIP 79726	Original Area	38,000.00	20,000.00	Bonds	5,000.00	5,000.00	5,000.00	5,000.00			$ 20,000.00
21)	Ironwood Ave-Day St/Barclay Dr CIP 79727	AEI-CASC Engineering	Capital Project Contract, CIP 79727	Original Area	51,924.00	51,924.00	Bonds	4,327.00	4,237.00	4,327.00	4,327.00	4,327.00	4,327.00	$ 25,872.00
22)		City of Moreno Valley	Project Management CIP 79727	Original Area	24,000.00	12,000.00	Bonds	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	$ 6,000.00
	Totals - RPTIF Funding				$ 314,160.12	$ 314,160.12		$ 14,692.72	$ 14,692.68	$ 14,693.68	$ 14,693.68	$ 14,693.68	$ 240,693.68	$ 314,160.12
	Totals - Bonds				$ 486,038.45	$ 456,038.45		$ 181,475.14	$ 131,386.14	$ 30,281.27	$ 30,281.27	$ 25,281.27	$ 25,281.27	$ 423,986.36
	Grand total - This Page				$ 800,198.57	$ 770,198.57		$ 196,167.86	$ 146,078.82	$ 44,974.95	$ 44,974.95	$ 39,974.95	$ 265,974.95	$ 738,146.48

*Pending Litigation
**All total due during fiscal year and payment amounts are projected.

MV00187679

Name of Redevelopment Agency: The Community Redevelopment Agency of the City of Moreno Valley

Project Area(s) RDA Project Area All

Revised 12/4/12

SECOND RECOGNIZED OBLIGATION PAYMENT SCHEDULE
Per AB 26 - Section 34169 (*)

	Project Name / Debt Obligation	Payee	Description	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-2013**	Funding Source	Payable from Other Revenue Sources: Payments by month July 2012	Aug 2012	Sept 2012	Oct 2012	Nov 2012	Dec 2012	Total
23)	Nason/SR-60 Bridge CIP 79718	Singer & Coffin, APC	Legal Services CIP 79718	Original Area	2,310.00	2,310.00	Bonds	385.00	385.00	385.00	385.00	385.00	385.00	$ 2,310.00
24)		Parsons Transportation	Contractual Services - Design CIP 79718	Original Area	13,818.00	13,818.00	Bonds	13,818.00						$ 13,818.00
25)		Staff Consultants	Project Management CIP 79718	Original Area	4,800.00	4,800.00	Bonds	800.00	800.00	800.00	800.00	800.00	800.00	$ 4,800.00
26)		City of Moreno Valley	Project Management CIP 79718	Original Area	73,000.00	48,000.00	Bonds	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	$ 48,000.00
27)		~~Survey Consultant~~			~~145,000.00~~	~~30,000.00~~					~~10,000.00~~	~~10,000.00~~	~~10,000.00~~	
28)		Psomas	Capital Project Contract, CIP 79718	Original Area	159,950.00	85,000.00	Bonds						10,000.00	$ 10,000.00
29)		~~Contractor~~			~~12,146,233.75~~	~~1,070,000.00~~					~~20,000.00~~	~~50,000.00~~	~~1,000,000.00~~	
30)		Riverside Construction Co.	Capital Project Contract, CIP 79718	Original Area	13,104,132.00	7,000,000.00	Bonds						1,000,000.00	$ 1,000,000.00
31)		Falcon Engineering - CM	Capital Project Contract, CIP 79718	Original Area	1,930,000.00	180,000.00	Bonds			10,000.00	20,000.00	50,000.00	100,000.00	$ 180,000.00
32)		~~Geotechnical Consultant~~												
33)		Leighton Consulting, Inc.	Capital Project Contract, CIP 79718	Original Area	170,000.00	30,000.00	Bonds				10,000.00	10,000.00	10,000.00	30,000.00
34)		City of Moreno Valley	Project Management CIP 79718	Original Area	120,700.00	90,000.00	Bonds	10,000.00	10,000.00	15,000.00	15,000.00	20,000.00	20,000.00	$ 90,000.00
35)		Parsons Transportation	Construction Support - CIP 79718	Original Area	100,000.00	100,000.00	Bonds	15,000.00	15,000.00	10,000.00	10,000.00	20,000.00	30,000.00	$ 100,000.00
36)		Gibbs, Giden, Locher, Turner & Senet*	Legal Fees - CIP 79718	Original Area	5,000.00	5,000.00	Bonds		800.00	50.00				$ 850.00
37)	Morrison Park Fire Station CIP 79729	City of Moreno Valley	Project Management CIP 79729	Original Area	159,144.64	159,144.64	Bonds	26,524.11	26,524.11	26,524.11	26,524.11	26,524.11	26,524.09	$ 159,144.64
38)		STK Architecture	Capital Project Contract, CIP 79729	Original Area	93,811.37	93,811.37	Bonds	18,762.27	18,762.27	18,762.27	18,762.27	18,762.29		$ 93,811.37
39)		Silver Creek Industries	Capital Project Contract, CIP 79729	Original Area	1,814,955.60	1,814,955.60	Bonds	362,991.12	362,991.12	362,991.12	362,991.12	362,991.12		$ 1,814,955.60
40)		Enco Utility	Capital Project Contract, CIP 79729	Original Area	417.28	417.28	Bonds		417.28					$ 417.28
41)		Riverside County IT	Capital Project Contract, CIP 79729	Original Area	13,210.00	13,210.00	Bonds			3,302.50	3,302.50	3,302.50	3,302.50	$ 13,210.00
42)		Construction Contract	Construction Costs CIP 79729	Original Area	276,186.68	-	Bonds							$ -
43)		Tuffstuff Fitness Equipment	Furniture, fixtures, & equipment CIP 79729	Original Area	4,811.58	4,811.58	Bonds			4,811.58				$ 4,811.58
44)		La-Z-Boy Furniture Galleries	Furniture, fixtures, & equipment CIP 79729	Original Area	4,142.80	4,142.80	Bonds				4,142.80			$ 4,142.80
45)		EMWD	Water charges CIP 79729	Original Area	2,793.23	2,793.23	Bonds			170.48	1,018.80	1,603.95		$ 2,793.23
46)		Overstock.com	Furniture, fixtures, & equipment CIP 79729	Original Area	215.99	215.99	Bonds				215.99			$ 215.99
47)		Office Depot	Furniture, fixtures, & equipment CIP 79729	Original Area	2,721.04	2,721.04	Bonds				2,721.04			$ 2,721.04
48)		The Home Depot	Furniture, fixtures, & equipment CIP 79729	Original Area	947.33	947.33	Bonds				947.33			$ 947.33
49)		The Living Quarters	Furniture, fixtures, & equipment CIP 79729	Original Area	774.97	774.97	Bonds				774.97			$ 774.97
50)		WW Grainger	Furniture, fixtures, & equipment CIP 79729	Original Area	2,506.54	2,506.54	Bonds				2,506.54			$ 2,506.54
51)		Target	Furniture, fixtures, & equipment CIP 79729	Original Area	621.02	621.02	Bonds				621.02			$ 621.02
52)		Kohl's	Furniture, fixtures, & equipment CIP 79729	Original Area	1,748.94	1,748.94	Bonds				1,748.94			$ 1,748.94
53)		Macy's	Furniture, fixtures, & equipment CIP 79729	Original Area	1,210.85	1,210.85	Bonds				1,210.85			$ 1,210.85
54)		Sears Roebuck	Furniture, fixtures, & equipment CIP 79729	Original Area	4,146.02	4,146.02	Bonds				4,146.02			$ 4,146.02
55)		Pacific Sales	Furniture, fixtures, & equipment CIP 79729	Original Area	1,947.33	1,947.33	Bonds				1,947.33			$ 1,947.33
56)		Coffee Maker	Furniture, fixtures, & equipment CIP 79729	Original Area	91.04	91.04	Bonds				91.04			$ 91.04
57)	Moreno Beach Ramps - Phase 1 CIP 79731	City of Moreno Valley	Proj. Mgmt. & Expenses CIP 79731	Original Area	132,567.62	93,200.00	Bonds	12,200.00	12,200.00	17,200.00	17,200.00	22,200.00	12,200.00	$ 93,200.00
58)		Staff Consultants	Capital Project Contract CIP 79731	Original Area	5,473.88	5,400.00	Bonds	900.00	900.00	900.00	900.00	900.00	900.00	$ 5,400.00
59)		~~Survey Consultant~~												
60)		Coory Engineering	Capital Project Contract CIP 79731	Original Area	98,000.00	37,000.00	Bonds		2,000.00	5,000.00	10,000.00	10,000.00	10,000.00	37,000.00
61)		Falcon Engineering - CM	Capital Project Contract CIP 79731	Original Area	733,411.55	270,000.00	Bonds			30,000.00	80,000.00	80,000.00	80,000.00	$ 270,000.00
62)		~~Geotechnical Consultant~~												
63)		Ninyo & Moore Geotechnical	Capital Project Contract CIP 79731	Original Area	88,000.00	37,000.00	Bonds		2,000.00	5,000.00	10,000.00	10,000.00	10,000.00	37,000.00
64)		CHP	Const. zone enforcement CIP 79731		30,000.00	30,000.00	Bonds	30,000.00						$ 30,000.00
65)		EMWD	Permits/Fees, CIP 79731	Original Area	31,000.00	31,000.00	Bonds			19,000.00				$ 19,000.00
66)		Parsons Transportation	Capital Project Contract - Design CIP 79731	Original Area	75,000.00	50,000.00	Bonds	5,000.00	5,000.00	10,000.00	10,000.00	10,000.00	10,000.00	$ 50,000.00
67)		Parsons Transportation	Capital Project Contract - Construction Support CIP 79731	Original Area	144,000.00	50,000.00	Bonds	5,000.00	5,000.00	10,000.00	10,000.00	10,000.00	10,000.00	$ 50,000.00
	Totals - Bonds				$ 19,407,567.30	$ 10,272,745.57		$ 509,380.50	$ 470,779.78	$ 557,897.06	$ 665,957.67	$ 725,468.97	$ 2,352,111.59	$ 4,181,595.57
	Grand total - This Page				$ 19,407,567.30	$ 10,272,745.57		$ 509,380.50	$ 470,779.78	$ 557,897.06	$ 665,957.67	$ 725,468.97	$ 2,352,111.59	$ 4,181,595.57

** All total due during fiscal year and payment amounts are projected.

MV00187680

Name of Redevelopment Agency: The Community Redevelopment Agency of the City of Moreno Valley

Project Area(s) RDA Project Area All

Revised 12/4/12

SECOND RECOGNIZED OBLIGATION PAYMENT SCHEDULE
Per AB 26 - Section 34169 (*)

	Project Name / Debt Obligation	Payee	Description	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-2013**	Funding Source	Payable from Other Revenue Sources Payments by month July 2012	Aug 2012	Sept 2012	Oct 2012	Nov 2012	Dec 2012	Total
68)	2007 Tax Allocation Bonds****	Wells Fargo Bank	Debt service payments for bonds issued to finance various capital projects*	Original Area	80,651,663.75	2,254,883.75	Other	1,246,892.00						$ 1,246,892.00
69)	2007 Special Tax Refunding Bonds - Towngate 87-1****	Wells Fargo Bank	Debt service payments for bonds issued to finance the acquisition of public facilities*	Original Area	10,721,899.84	1,763,138.86	Other	587,572.50						$ 587,572.50
70)	Rancho Dorado Apts - South*	Moreno Valley Housing Authority (MVHA)	Affordable Housing Agreement	Original Area	1,700,000.00	1,700,000.00	Other	1,700,000.00						$ 1,700,000.00
	Totals - Others				$ 93,073,563.59	$ 5,718,022.61		$ 3,534,464.50	$ -	$ -	$ -	$ -	$ -	$ 3,534,464.50
	Grand total - This Page				$ 93,073,563.59	$ 5,718,022.61		$ 3,534,464.50	$ -	$ -	$ -	$ -	$ -	$ 3,534,464.50

****Lines 46-48 - Encumbered from prior ROPS period to be paid from Reserve
** All totals due during fiscal year and payment amounts are projected.
* Line 48 - to be deposit to MVHA to meet enforceable obligation per Affordable Housing Agreement to be paid in 2013-2014 - encumbrance of funds was discussed and approved by the DOF.

MV00187681

Name of Redevelopment Agency: The Community Redevelopment Agency of the City of Moreno Valley

Project Area(s) RDA Project Area All

Revised 12/4/12

SECOND RECOGNIZED OBLIGATION PAYMENT SCHEDULE
Per AB 26 - Section 34169 (*)

	Project Name / Debt Obligation	Payee	Description	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-2013**	Funding Source	Payable from the Administrative Allowance Allocation Payments by month July 2012	Aug 2012	Sept 2012	Oct 2012	Nov 2012	Dec 2012	Total
1)	City/Agency Employee Payroll	City of Moreno Valley/Employees	Payroll Costs	Original Area	103,715.00	103,715.00	Other	10,283.33	10,283.33	10,283.33	10,283.33	10,283.33	10,283.35	$ 61,700.00
2)	City/Agency - Operating Costs	City of Moreno Valley	Operating Costs	Original Area	85,800.00	85,800.00	Other	8,811.67	8,811.67	8,811.67	8,811.67	8,811.67	8,811.65	$ 52,870.00
3)	City/Agency Employee Payroll	Valley/Employees	Payroll Costs	Original Area	250,000.00	250,000.00	Admin	20,833.33	20,833.33	20,833.33	20,833.33	20,833.33	20,833.35	$ 125,000.00
4)														
	Totals - Administrative Allowance Allocation				**$ 439,515.00**	**$ 439,515.00**		**$ 39,928.33**	**$ 39,928.33**	**$ 39,928.33**	**$ 39,928.33**	**$ 39,928.33**	**$ 39,928.35**	**$ 239,570.00**

**All total due during fiscal year and payment amounts are projected.

MV00187682

Name of Redevelopment Agency The Community Redevelopment Agency of the City of Moreno Valley

Project Area(s) RDA Project Area All

Revised 12/4/12

SECOND RECOGNIZED OBLIGATION PAYMENT SCHEDULE
Per AB 26 - Section 34169 (*)

	Project Name / Debt Obligation	Payee	Description	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-2013	Funding Source	Pass Through and Other Payments Payments by month July 2012	Aug 2012	Sept 2012	Oct 2012	Nov 2012	Dec 2012	Total
1)	Section 33676 2% Pass Through***	Moreno Valley & Val Verde Unified SDs	Payments per former CRL 33676	Original Area										$ -
2)	Section 33676 2% Pass Through***	Riverside City Community College	Payments per former CRL 33676	Original Area										$ -
3)	Section 33676 2% Pass Through***	School Funds	Payments per former CRL 33676	Original Area										$ -
4)	Section 33676 2% Pass Through***	Co Supt of Schools	Payments per former CRL 33676	Original Area										$ -
5)	Tax Sharing Agreement/County Pass Through Agreement***	County of Riverside	Per Pass Through Agreement	Original Area										$ -
6)	SB 2557 County Admin Fees***	County of Riverside	County Administrative Fees	Original Area										$ -
7)	Tax Sharing Agreement/Flood Control Agreement***	Riverside Flood Control and Water Conservation Dist.	Per Pass Through Agreement	Original Area										$ -
	***The Riverside Auditor-Controller will make the required pass-through payments.													
	Totals - Pass Through and Other Obligations				$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -

***Starting with the July through December 2012 ROPS, per HSC section 34183 (a) (1), the county auditor controller will make the required pass-through payments prior to transferring money into the successor agency's Redevelopment Obligation Retirement Fund for items listed in an oversight board approved ROPS.

MV00187683

RESOLUTION NO. 2012-101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY SERVING AS SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 3)

WHEREAS, in connection with the implementation of provisions of ABX1 26 which require the adoption of an enforceable obligation schedule, the City of Moreno Valley, serving as the Successor Agency has previously adopted a recognized obligation payment schedule for the period January 1, 2013 through June 30, 2013 (the "Original ROPS 3"); and

WHEREAS, the Oversight Board for Successor Agency to Community Redevelopment Agency of the City of Moreno Valley ("Oversight Board" as applicable) has met and has previously approved, after due consideration, a recognized obligation payment schedule for the period January 1, 2013 through June 30, 2013, in an original form submitted by the Successor Agency (the "Original ROPS 3"); and

WHEREAS, in the course of interactions between the Successor Agency and the Department of Finance, there is an ongoing dialog concerning the expenditure of proceeds of tax allocation bonds issued in 2007 by the former Redevelopment Agency (the "Bonds"). In order to facilitate the expenditure of the proceeds of the Bonds, and to recognize legally binding contracts, the Successor Agency staff has determined that individual contracts for particular contractors should be added to the Original ROPS 3 (as amended, "ROPS 3"). The individual contracts for particular contractors relate to the provision of public improvements the financing of which was contemplated by and provided for by the Bonds and the instruments approved at the time of issuance of the Bonds, including without limitation the indenture of trust and official statement prepared in connection therewith; and

WHEREAS, the City Council, on behalf of the City acting in its capacity as Successor Agency to the Agency has reviewed ROPS 3 and those instruments referenced therein; and

WHEREAS, given the adoption of ABX1 26, the City Council, on behalf of the City acting in its capacity as Successor Agency to the Agency, has duly considered this Resolution and has determined that the adoption of this Resolution is in the best interests of the City, in its capacity as Successor Agency to the Agency, and the health, safety, and welfare of the residents of the City, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, SERVING AS THE SUCCESSOR AGENCY, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated into this resolution by this reference, and constitute a material part of this resolution.

SECTION 2. The Successor Agency approves for transmittal to the Oversight Board as the Recognized Obligation Payment Schedule for the period January 1, 2013 through June 30, 2013, with such augmentation, modification, additions or revisions as the Executive Director of the Successor Agency or his designee may make before transmittal to the Oversight Board.

SECTION 3. The Successor Agency is authorized and directed to submit ROPS 2 to the California Department of Finance upon approval by the Oversight Board.

SECTION 4. The Successor Agency shall maintain on file as a public record this Resolution and ROPS 3 as approved hereby.

SECTION 5. This Resolution shall be effective immediately upon adoption.

SECTION 6. The City Clerk shall certify to the adoption of this resolution.

APPROVED AND ADOPTED this 11th day of December, 2012

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-101 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of December, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00187687

EXHIBIT B

Successor Agency Contact Information

Name of Successor Agency:	The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley
County:	Riverside
Primary Contact Name:	Annie Clark
Primary Contact Title:	Sr. Financial Analyst
Address	14177 Frederick Street, Moreno Valley, CA 92552
Contact Phone Number:	951.413.3475
Contact E-Mail Address:	anoclarc@moval.org
Secondary Contact Name:	Richard Teichert
Secondary Contact Title:	Financial & Administrative Services Director
Secondary Contact Phone Number:	951.413.3021
Secondary Contact E-Mail Address:	richardt@moval.org

MV00187688

SUMMARY OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE

Filed for the January 1, 2013 to June 30, 2013 Period

Name of Successor Agency: **The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley**

		Total Outstanding Debt or Obligation
Outstanding Debt or Obligation		$ 178,272,381
Current Period Outstanding Debt or Obligation		**Six-Month Total**
A	Available Revenues Other Than Anticipated RPTTF Funding	21,718,799
B	Anticipated Enforceable Obligations Funded with RPTTF	6,927,230
C	Anticipated Administrative Allowance Funded with RPTTF	208,000
D	Total RPTTF Requested (B + C = D)	7,135,230
	Total Current Period Outstanding Debt or Obligation (A + B + C = E) *Should be the same amount as ROPS form six-month total*	$ -
E	*Enter Total Six-Month Anticipated RPTTF Funding *(Obtain from county auditor-controller)*	6,835,311.86
F	Variance (E - D = F) *Maximum RPTTF Allowable should not exceed Total Anticipated RPTTF Funding*	$ (299,918)
Prior Period (January 1, 2012 through June 30, 2012) Estimated vs. Actual Payments (as required in HSC section 34186 (a))		
G	**Enter Estimated Obligations Funded by RPTTF *(Should be the lesser of Finance's approved RPTTF amount including admin allowance or the actual amount distributed)*	9,241,398
H	***Enter Actual Obligations Paid with RPTTF	11,966,792
I	Enter Actual Administrative Expenses Paid with RPTTF	117,648
J	Adjustment to Redevelopment Obligation Retirement Fund (G - (H + I) = J)	$ (2,843,042)
K	**Adjusted RPTTF** *(The total RPTTF requested shall be adjusted if actual obligations paid with RPTTF are less than the estimated obligation amount.)*	$ 9,978,272.00

* We have not receive any confirmation of the anticipated RPTTF funding from the County, and therefore, are using the amount received previously from the County Auditor-Controller for the payment of ROPS 6 (its obligations (property tax payment received in January 2012). We anticipate that the RPTTF for the current period will be more than the January 2012s RPTTF payment.

** Gross Property Tax Amount $9,041,398. (actual amount received from the County Auditor-Controller was $6,835,312 - net of the pass throughs and fees of $2,206,086)

***Includes amount encumbered to be paid in 2013-2014 per Affordable Housing Agreement and enforceable obligations paid from former RDA fund balance.

Certification of Oversight Board Chairman:
Pursuant to Section 34177(m) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named agency.

Glenn Moss — Chairman
Name — Title

Glen Moss — 12/12/2012
Signature — Date

MV00187689

Name of Successor Agency: **The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley**

County: **Riverside**

Oversight Board Approval Date: _____

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS III)

January 1, 2013 through June 30, 2013

Item #	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-13	Funding Source						
							LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other	Six-Month Total
	Grand Total				$ 178,272,381	$ 33,211,237	$ -	$ 21,410,710	$ 308,089	$ 208,000	$ 6,927,230	$ -	$ -
1	2007 Tax Allocation Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance various capital projects	Original Area	79,412,021.88	2,263,483.75					2,263,484.00		2,263,484
2	2007 Special Tax Refunding Bonds - Towngate 87-1	Wells Fargo Bank	Debt service payments for bonds issued to finance the acquisition of public facilities	Original Area	9,546,333.49	1,182,347.05					1,182,347.00		1,182,347
3	Improvement Area No. 1 Special Tax Refunding Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance the construction of public facilities	Original Area	2,804,115.88	277,181.39					139,168.00		139,168
4	CFD No. 3 - Auto Mall Refinance	Wells Fargo Bank	Debt service payments for bonds issued to finance the construction of public facilities	Original Area	2,000,060.61	109,450.50					91,882.00		91,882
5	2011 Refunding of 97 LRB Bonds	Bank of America	Debt service payments for bonds issued to finance the construction of a public facility	Original Area	1,500,000.00	150,000.00					75,000.00		75,000
6	2005 Lease Revenue Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance Sunnymead Blvd project	Original Area	13,535,660.41	600,147.50					195,349.00		195,349
7	On-going Housing Monitoring Requirements	City of Moreno Valley/Successor Agency	Costs to perform the recertification and monitoring of housing units	Original Area	40,000.00	40,000.00					20,000.00		20,000
8	Contract for Legal Services	Stradling, Yocca, Carlson & Rauth	Legal services - General	Original Area	72,000.00	72,000.00					36,000.00		36,000
9	Contract for Legal Services	Kronick Moskovitz Tiedemann & Girard	Legal services - Oversight Board Legal Counsel	Original Area	72,000.00	72,000.00					36,000.00		36,000
10	Contract for Abatement of Properties	Fire Prevention/Inland Empire Property Service, Inc.	Nuisance/weed abatement of Agency owned properties	Original Area	7,500.00	7,500.00					2,500.00		2,500
11	Contract for Audit Services	Lance Soll & lunghard, LLP or Approved Audit Firm	Preparation of Required Due Diligent Reviews and Annual Audit	Original Area	15,000.00	15,000.00					15,000.00		15,000
12	Contract for Special Tax Reporting	Willdan/Staff Administration	Preparation of Continuing Disclosure Report	Original Area	5,000.00	5,000.00					2,500.00		2,500
13	CalPERS Retirement Liability	The California Public Employees' Retirement System (CalPERS)	Unfunded PERS Retirement Liability Acct	Original Area	599,992.00	13,855.14					-		-
14	Retiree Medical Trust (CERBT)	Medical	Unfunded Retiree Medical Trust Acct	Original Area	193,221.00	4,461.90					-		-
15	Agency Loans #1 &# 2	City of Moreno Valley	City/Agency Loan Agreement	Original Area	2,217,643.00	-					-		-
16	Price Club Acquisition Note	The Price Family Charitable Fund	Participation Agreement	Original Area	1,410,529.68	480,000.00					240,000.00		240,000
17	Towngate Acquisition Note	City of Moreno Valley	Participation Agreement	Original Area	15,655,083.42	480,000.00					240,000.00		240,000
18	Moss Bros. Autogroup Participation Agreement	Moss Bros. Autogroup	Participation Agreement	Original Area	250,000.00	250,000.00					-		-
19	Robertson's Ready Mix, Inc. OPA	Robertson's Ready Mix, Inc.	Owner Participation Agreement	Original Area	4,000,000.00	-					-		-
20	Hemlock Family Apartments	Rancho Belago, Inc.	Affordable Housing Agreement	Original Area	1,000,000.00	-					-		-
21	Rancho Dorado Apts - South (Second Phase)	Moreno Valley Housing Authority/MV Rancho Dorado Limited Partnership	Affordable Housing Agreement	Original Area	6,950,000.00	2,973,000.00					2,373,000.00		2,373,000
22		Stradling, Yocca, Carlson & Rauth	Legal services - Specific to Affordable Housing Agreement w/ Rancho Dorado Apts.	Original Area	25,000.00	25,000.00					12,500.00		12,500
23		Strickler Association	Title & Closing Costs	Original Area	5,000.00	5,000.00					2,500.00		2,500
24	Payroll Costs/Operating Costs	City of Moreno Valley/Employees	Successor Agency's Payroll & Operating Costs	Original Area	447,514.00	447,514.00				208,000			208,000
25	Sunnymead Blvd. CIP 79221	Excel	Capital Project Contract, CIP 79221	Original Area	50,000.00	50,000.00			50,000.00				50,000
26		Harris & Assoc.	Capital Project Contract, CIP 79221	Original Area	176,000.00	176,000.00			176,000.00				176,000
27		City of Moreno Valley, cost allocation, and extra admin. costs	Project Management CIP 79221	Original Area	37,300.00	37,300.00			25,000.00				25,000
28		City Consultants	Project Management CIP 79221	Original Area	9,960.00	9,960.00			8,000.00				8,000
29		Gibbs, Giden, Locher, Turner & Senet LLP	Additional Legal Fees - CIP 79221	Original Area	85,089.15	85,089.15			49,089.00				49,089
30	Storm Drain/Day Street to Cottonwood CIP 79222	Gibbs, Giden, Locher, Turner & Senet	Contractual Services PO# 42123 CIP 79222	Original Area	5,174.00	5,174.00							-
31		City of Moreno Valley	Project Management CIP 79222	Original Area									-

MV00187690

Name of Successor Agency: **The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley**

County: **Riverside**

Oversight Board Approval Date: _____

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS III)

January 1, 2013 through June 30, 2013

Item #	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-13	Funding Source: LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other	Six-Month Total
	Grand Total				$ 178,272,381	$ 33,211,237	$ -	$ 21,410,710	$ 308,089	$ 208,000	$ 6,927,230	$ -	$ -
32	Day Street/Alessandro Blvd to Cottonwood CIP 79724	DMC Design	Contractual Services PO#40920 CIP 79724	Original Area	5,880.84	5,880.84							-
33		AEI-CASC	Contractual Services PO#35423 CIP 79724	Original Area	8,775.83	8,775.83							-
34		Group Delta	Contractual Services PO#39328 CIP 79724	Original Area	7,359.00	7,359.00							-
35		KDM Meridian	Contractual Services PO#41865 CIP 79724	Original Area	3,992.50	3,992.50							-
36		STI Inc.	Contractual Services PO#41859 CIP 79724	Original Area	73,322.22	73,322.22							-
37		City of Moreno Valley	Project Management CIP 79724	Original Area	20,395.33	20,395.33							-
38	Auto Mall Street Upgrades CIP 79725	VA Consulting	Capital Project Contract, CIP 79725	Original Area	11,093.00	11,093.00							-
39		City of Moreno Valley	Project Management CIP 79725	Original Area	12,000.00	12,000.00							-
40		United Inspection (Geotech)	Capital Project Contract, CIP 79725	Original Area	2,294.00	2,294.00							-
41		VA Consulting Inc. (Survey)	Capital Project Contract, CIP 79725	Original Area	782.00	782.00							-
42		SME&C (Contractor)	Capital Project Contract, CIP 79725	Original Area	195,721.00	195,721.00							-
43	Indian Basin, Appurtenant CIP 79726	Engineering	Contractual Services PO#35828 CIP 79726	Original Area	88,528.00	88,528.00		38,528.00					38,528
44		allocation, and minor expenses	Project Management CIP 79726	Original Area	38,000.00	38,000.00		18,000.00					18,000
45	Ironwood Ave-Day St/Barclay Dr CIP 79727	AEI-CASC Engineering	Capital Project Contract, CIP 79727	Original Area	49,532.11	49,532.11		25,000.00					25,000
46		allocation, and minor expenses	Project Management CIP 79727	Original Area	73,000.00	73,000.00		63,000.00					63,000
47		Contractor	Capital Project Contract, CIP 79727	Original Area	500,000.00	500,000.00		500,000.00					500,000
48		Survey Consultant	Project Management CIP 79727	Original Area	50,000.00	50,000.00		50,000.00					50,000
49		Geotechnical Consultant	Capital Project Contract, CIP 79727	Original Area	50,000.00	50,000.00		50,000.00					50,000
50		Southern California Edison	Project Management CIP 79727	Original Area	50,000.00	50,000.00		50,000.00					50,000
51	Nason/SR-60 Bridge CIP 79718	Singer & Coffin, APC	Legal services CIP 79718	Original Area	2,310.00	2,310.00							-
52		City of Moreno Valley	Project Management and associated costs CIP 79718	Original Area	160,000.00	160,000.00		100,000.00					100,000
53		Staff Consultants	Project Management CIP 79718	Original Area	36,000.00	36,000.00		6,000.00					6,000
54		Moreno Valley Utility	Lighting CIP 79718	Original Area	80,000.00	80,000.00		80,000.00					80,000
55		Caltrans	State-furnished materials CIP 79718	Original Area	50,000.00	50,000.00		50,000.00					50,000
56		Caltrans	State source inspection fees CIP 79718	Original Area	50,000.00	50,000.00		50,000.00					50,000
57		CHP	Construction zone enforcement (COZEEP) CIP 79718	Original Area	30,000.00	12,000.00		12,000.00					12,000
58					~~222,571.00~~	~~222,571.00~~		~~66,000.00~~					
59		Parsons Transportation	Design-related costs CIP 79718	Original Area	70,000.00	70,000.00		56,182.00					56,182
60		Parsons Transportation	Construction Support - CIP 79718	Original Area	169,000.00	70,000.00		70,000.00					70,000
61		Parsons Transportation	Landscaping Design - CIP 79718	Original Area	120,000.00	100,000.00		100,000.00					100,000
62		Falcon Engineering	Construction mgmt and Inspection Services CIP 79718	Original Area	1,947,220.00	950,000.00		894,000.00					894,000
63		~~Contractor~~			~~9,700,000.00~~	~~7,000,000.00~~		~~7,000,000.00~~					
64		Riverside Construction Co.	Capital Project Contract, CIP 79718	Original Area	13,104,132.00	7,000,000.00		6,000,000.00					6,000,000
65		~~Survey Consultant~~			~~145,000.00~~	~~60,000.00~~		~~60,000.00~~					
66		Psomas	Capital Project Contract, CIP 79718	Original Area	159,950.00	85,000.00		75,000.00					75,000
67		~~Geotechnical Consultant~~			~~170,000.00~~	~~90,000.00~~		~~90,000.00~~					
68		Leighton Consulting, Inc.	Capital Project Contract, CIP 79718	Original Area	197,201.00	90,000.00		80,000.00					80,000
69		SCE	Utility relocation CIP 79718	Original Area	20,000.00	20,000.00		20,000.00					20,000
70		EMWD	Permits/Fees, CIP 79718	Original Area	5,000.00	5,000.00		5,000.00					5,000
71		RCFC&WCD	Permits/Fees, CIP 79718	Original Area	5,000.00	5,000.00		5,000.00					5,000
72	Moreno Beach Ramps - Phase 1 CIP 79731	City of Moreno Valley	Project Management and associated costs CIP 79731	Original Area	160,000.00	160,000.00		100,000.00					100,000
73		City of Moreno Valley	City-furnished equipment - CIP 79731	Original Area	10,000.00	10,000.00		10,000.00					10,000
74		City of Moreno Valley	Project Management and associated costs CIP 79731	Original Area	6,000.00	6,000.00		6,000.00					6,000
75					~~11,331.00~~	~~11,331.00~~							
76		Parsons Transportation	Design-related costs CIP 79731	Original Area	70,000.00	70,000.00		70,000.00					70,000
77		Parsons Transportation	Construction support CIP 79731	Original Area	130,000.00	130,000.00		54,000.00					54,000
78		Falcon Engineering	Constructability review CIP 79731	Original Area	11,885.00	11,885.00							-
79		Falcon Engineering	Construction mgmt and Inspection Services CIP 79731	Original Area	797,821.56	600,000.00		600,000.00					600,000
80		So. Calif. Edison	Utility Relocation CIP 79731	Original Area	10,000.00	10,000.00		10,000.00					10,000
81		Caltrans	State-furnished materials CIP 79731	Original Area	2,000.00	2,000.00		2,000.00					2,000
82		~~Caltrans~~											
83		Falcon Engineering	State source inspection fees CIP 79731	Original Area	50,000.00	50,000.00		50,000.00					50,000
84		CHP	CHP - construction zone enforcement (COZEEP) CIP 79731	Original Area	30,000.00	30,000.00		30,000.00					30,000
85		Powell Constructors, Inc.	Construction Contract CIP 79731	Original Area	6,693,170.00	4,500,000.00		4,500,000.00					4,500,000
86		~~Survey Consultant~~			~~98,000.00~~	~~54,000.00~~		~~54,000.00~~					

MV00187691

Name of Successor Agency: **The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley**

County: **Riverside**

Oversight Board Approval Date: _____

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS III)

January 1, 2013 through June 30, 2013

Item #	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-13	Funding Source						
							LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other	Six-Month Total
	Grand Total				$ 178,272,381	$ 33,211,237	$ -	$ 21,410,710	$ 308,089	$ 208,000	$ 6,927,230	$ -	$ -
87		Coory Engineering	Capital Project Contract CIP 79731	Original Area	100,805.00	80,000.00		70,000.00					70,000
88		~~Geotechnical Consultant~~			~~88,000.00~~	~~84,000.00~~		~~84,000.00~~					
89		Ninyo & Moore Geotechnical	Capital Project Contract CIP 79731	Original Area	109,110.00	84,000.00		74,000.00					74,000
90		RCFC&WCD	Permits/Fees, CIP 79731	Original Area	5,000.00	5,000.00		5,000.00					5,000
91		EMWD	Permits/Fees, CIP 79731	Original Area	31,000.00	31,000.00		31,000.00					31,000
92		Cal Fire Communications	Comtronix Communications CIP 79729	Original Area	8,000.00	8,000.00		8,000.00					8,000
93	Morrison Park Fire Station	RCB & Sons, Inc.	Landscaping and pump enclosure CIP 79729	Original Area	9,000.00	9,000.00		9,000.00					9,000
94	CIP 79729	Staff Consultants	Project Management and associated costs CIP 79729	Original Area	15,000.00	15,000.00		15,000.00					15,000
95		City of Moreno Valley	Project Management CIP 79729	Original Area	15,000.00	15,000.00		15,000.00					15,000
96													

MV00187692

Name of Successor Agency: The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley
County: Riverside

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS III) -- Notes (Optional)

January 1, 2013 through June 30, 2013

Item #	Notes/Comments			
25	Sunnymead Blvd. CIP 79221	Excel	Pending Litigation	
26		Harris & Assoc.		
29		Gibbs, Giden, Locher, Turner & Senet LLP		
19	Storm Drain/Day Street to Cottonwood CIP 79222 (old 77922)	Gibbs, Giden, Locher, Turner & Senet LLP	Pending Litigation	
55	Nason/SR-60 Bridge	Contract/Agreement Termination Date	Note 1: Agreement terminates upon completion of work or upon 30 days' notice.	
56				
57				
91	Moreno Beach Ramps - Phase 1	Contract/Agreement Termination Date	Note 2: Contract terminates upon completion of obligation or upon amendment to agreement, whichever occurs first.	
92				
93				

MV00187693

Name of Successor Agency: **The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley**
County: **Riverside**

Pursuant to Health and Safety Code section 34186 (a)
PRIOR PERIOD ESTIMATED OBLIGATIONS vs. ACTUAL PAYMENTS
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS I)
January 1, 2012 through June 30, 2012

Page/Form	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other	
						Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual
ROPS I		**Grand Total**				$ -	$ -	$ 7,067,970	$ 3,556,627	$ 394,296	$ 115,033	$ 307,665	$ 117,648	$ 12,229,290	11,966,792	$ 9,026,101	$ 9,026,101
Page 1 of 8	1)	2007 Tax Allocation Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance various capital projects	Original Area									2,268,783.76	2,268,783.76		
Page 1 of 8	2)	2007 Special Tax Refunding Bonds - Towngate 87-1	Wells Fargo Bank	Debt service payments for bonds issued to finance the acquisition of public facilities	Original Area									1,175,145.00	1,175,145.00		
Page 1 of 8	3)	Improvement Area No. 1 Special Tax Refunding Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance the construction of public facilities	Original Area									274,445.00	274,445.00		
Page 1 of 8	4)	CFD No. 3 - Auto Mall Refinance	Wells Fargo Bank	Debt service payments for bonds issued to finance the construction of public facilities	Original Area									29,292.00	29,292.00		
Page 1 of 8	5)	2005 Lease Revenue Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance Sunnymead Blvd project	Original Area									599,597.50	599,597.50		
Page 1 of 8	6)	2011 Refunding of 97 LRB Bonds	Bank of America	Debt service payments for bonds issued to finance the construction of a public facility	Original Area									150,000.00	150,000.00		
Page 1 of 8	7)	On-going Housing Monitoring Requirements	City of Moreno Valley/Successor Agency	Costs to perform the recertification and monitoring of housing units	Original Area									20,000.00	-		
Page 1 of 8	8)	Contract for Legal Services	Stradling, Yocca, Carlson & Rauth	Legal services - General	Original Area									106,678.00	50,648.20		
Page 1 of 8	9)	Contract for Legal Services	Kronick Moskovitz Tiedemann & Girard	Legal services - Oversight Board Legal Counsel	Original Area									12,500.00	13,063.50		
Page 1 of 8	10)	Contract for Abatement of Properties	Inland Empire Property Service, Inc.	Nuisance/weed abatement of Agency owned properties	Original Area									7,090.00	-		
Page 1 of 8	11)	Contract for Audit Services	Lance Soll & lunghard, LLP	Preparation of Financial Statements/RDA Closing Statement	Original Area									10,000.00	8,000.00		
Page 1 of 8	12)	Contract for Special Tax Reporting	Willdan/Staff Administration	Preparation of Continuing Disclosure Report	Original Area									2,000.00	2,500.00		
Page 1 of 8	13)	CalPERS Retirement Liability	The California Public Employees' Retirement System (CalPERS)	Unfunded PERS Retirement Liability Acct	Original Area									5,371.00	5,371.00		
Page 1 of 8	14)	Retiree Medical Trust (CERBT)	California Employers' Retiree Medical Trust(CERBT)/CalPERS	Unfunded Retiree Medical Trust Acct	Original Area									1,730.00	1,730.00		
Page 1 of 8	15)	Agency Loans #1 &# 2	City of Moreno Valley	City/Agency Loan Agreement	Original Area									-	-		
Page 1 of 8	17)	Price Club Acquisition Note	The Price Family Charitable Fund	Participation Agreement	Original Area									240,000.00	265,806.00		
Page 1 of 8	18)	Towngate Acquisition Note	City of Moreno Valley	Participation Agreement	Original Area									550,000.00	552,160.00		
Page 1 of 8	20)	Moss Bros. Autogroup Participation Agreement	Moss Bros. Autogroup	Participation Agreement	Original Area									232,041.00	232,041.00		
Page 1 of 8	21)	Robertson's Ready Mix, Inc. OPA	Robertson's Ready Mix, Inc.	Owner Participation Agreement	Original Area									-	-		
Page 2 of 8	21)	Hemlock Family Apartments	Rancho Belago, Inc.	Affordable Housing Agreement	Original Area									-	-		
Page 2 of 8	22)	Oakwood Apartments	One Moreno Valley 240, L.P.	Affordable Housing Agreement	Original Area									750,000.00	750,000.00		
Page 2 of 8	23)	Rancho Dorado Apts - South	Moreno Valley Housing Authority (MVHA)	$2,400,000 is encumbered to be paid in 2013-2014 per Affordable Housing Agreement.	Original Area									2,500,000.00	2,400,000.00		
Page 2 of 8	24)		Stradling, Yocca, Carlson & Rauth	Legal services - Specific to AHA	Original Area									33,000.00	-		
Page 2 of 8	25)		Strickler Association	Title & Closing Costs	Original Area									5,000.00	550.00		

MV00187694

Name of Successor Agency: **The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley**
County: **Riverside**

Pursuant to Health and Safety Code section 34186 (a)
PRIOR PERIOD ESTIMATED OBLIGATIONS vs. ACTUAL PAYMENTS
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS I)
January 1, 2012 through June 30, 2012

Page/Form	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other	
						Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual
ROPS I		**Grand Total**				$ -	$ -	$ 7,067,970	$ 3,556,627	$ 394,296	$ 115,033	$ 307,665	$ 117,648	$ 12,229,290	11,966,792	$ 9,026,101	$ 9,026,101
Page 3 of 8	1)	Day St/Eucalyptus CIP 79230(old 80030)	KDM Meridian, Inc.	Capital Project Contract, CIP 79230	Original Area					3,000.00	-						
Page 3 of 8	2)		Gas Tax Allocation (Required)	Capital Project Contract, CIP 79230	Original Area					7,500.00	6,178						
Page 3 of 8	3)	Sunnymead Blvd. CIP 79221 (old 80221)	Gibbs, Giden, Locher, Turner & Senet	Capital Project Contract, CIP 79221	Original Area					34,096.19	31,757						
Page 3 of 8	4)		Excel	Capital Project Contract, CIP 79221	Original Area					50,000.00	-						
Page 3 of 8	5)		Harris & Assoc.	Capital Project Contract, CIP 79221	Original Area					176,000.00	-						
Page 3 of 8	6)		City of Moreno Valley	Project Management CIP 79221	Original Area					18,000.00	30,973						
Page 3 of 8	7)		City Consultants	Project Management CIP 79221	Original Area					6,000.00	7,395						
Page 3 of 8	8)		Gibbs, Giden, Locher, Turner & Senet LLP	Additional Legal Fees - CIP 79221	Original Area					74,700.00	10,911						
Page 3 of 8	9)	Day Street/Alessandro Blvd CIP 79724 (old 91724)	DMC Design	79724	Original Area			14,790.84	8,910								
Page 3 of 8	10)		AEI-CASC	79724	Original Area			5,006.61	-								
Page 3 of 8	11)		AEI-CASC	79724	Original Area			350.00	-								
Page 3 of 8	12)		Group Delta	79724	Original Area			11,579.00	4,168								
Page 3 of 8	13)		KDM Meridian	79724	Original Area			13,145.00	9,152								
Page 3 of 8	14)		STI Inc.	79724	Original Area			240,760.71	169,779								
Page 3 of 8	15)		Vali Cooper & Assoc	Contractual Services PO#39743 CIP 79724	Original Area			10,400.00	-								
Page 3 of 8	16)		James & Bertha Patterson	Contractual Services PO#42011 CIP 79724	Original Area			19,884.00	19,884								
Page 3 of 8	17)		Gibbs, Giden, Locher, Turner & Senet	Contractual Services PO#40924 CIP 79724	Original Area			6,944.20	6,944								
Page 3 of 8	18)		City of Moreno Valley	Project Management CIP 79724	Original Area			35,363.80	48,492								
Page 3 of 8	19)	Storm Drain/Day Street to Cottonwood CIP 79222 (old 77922)	Gibbs, Giden, Locher, Turner & Senet	Contractual Services PO# 42123 CIP 79222	Original Area					20,000.00	14,826						
Page 3 of 8	20)		City of Moreno Valley	Project Management CIP 79222	Original Area					5,000.00	12,993						
Page 4 of 8	21)	Auto Mall Street Upgrades CIP 79725 (old 91725)	VA Consulting	Capital Project Contract, CIP 79725	Original Area			13,500.00	7,636								
Page 4 of 8	22)		City of Moreno Valley	Project Management CIP 79725	Original Area			57,300.00	41,403								
Page 4 of 8	23)		VA Consulting Inc.	Capital Project Contract, CIP 79725	Original Area			14,900.00	3,807								
Page 4 of 8	24)		United Inspection (Geotech)	Capital Project Contract, CIP 79725	Original Area			4,725.00	2,431								
Page 4 of 8	25)		VA Consulting Inc. (Survey)	Capital Project Contract, CIP 79725	Original Area			4,950.00	4,168								
Page 4 of 8	26)		SME&C (Contractor)	Capital Project Contract, CIP 79725	Original Area			496,641.72	300,920								
Page 4 of 8	27)		Gas Tax Allocation (Required)	Capital Project Contract, CIP 79725	Original Area			19,000.00	10,795								
Page 4 of 8	28)	Indian Basin, Appurtenant CIP 79726 (old 91726)	Lim & Nascimento Engineering	Contractual Services PO#35828 CIP 79726	Original Area			62,521.73	38,736								
Page 4 of 8	29)		Ninyo & Moore Geotech	79726	Original Area			3,194.50	-								
Page 4 of 8	30)		Guida Surveying	Contractual Services PO#40163 CIP 79726	Original Area			906.00	12,926								
Page 4 of 8	31)		City of Moreno Valley	Project Management CIP 79726	Original Area			20,000.00	17,752								
Page 4 of 8	32)		City Consultants	Project Management CIP 79726	Original Area			1,000.00	113								
Page 4 of 8	33)		Hillcrest Contracting, Inc.	Contractual Services PO#41587 CIP 79726	Original Area			15,078.96	15,079								
Page 4 of 8	34)		Federal Emergency Mgmt. Agency	Capital Projects Contract-CIP Environmental Fees - CIP 79726	Original Area			3,000.00	-								
Page 4 of 8	35)	Ironwood Ave-Day St/Barclay Dr CIP 79727 (old 91727)	EMWD	Cost-sharing agreement Reconciliation CIP 79727	Original Area			43,720.48	7,630								
Page 4 of 8	36)		AEI-CASC Engineering	Capital Project Contract, CIP 79727	Original Area			62,424.79	12,505								
Page 4 of 8	37)		City of Moreno Valley	Project Management CIP 79727	Original Area			30,000.00	14,819								
Page 4 of 8	38)		City of Moreno Valley	Secure title reports for ROW dedication CIP 79727	Original Area			1,500.00	2,200								
Page 4 of 8	39)		Construction Contractor, Surveyor, Geo-tech Consultant	Capital Project Contract CIP 79727	Original Area			262,700.00	-								

MV00187695

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County: Riverside

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PRIOR PERIOD ESTIMATED OBLIGATIONS vs. ACTUAL PAYMENTS
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS I)
January 1, 2012 through June 30, 2012

Page/Form	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF Estimate	LMIHF Actual	Bond Proceeds Estimate	Bond Proceeds Actual	Reserve Balance Estimate	Reserve Balance Actual	Admin Allowance Estimate	Admin Allowance Actual	RPTTF Estimate	RPTTF Actual	Other Estimate	Other Actual
ROPS I		**Grand Total**				$ -	$ -	$ 7,067,970	$ 3,556,627	$ 394,296	$ 115,033	$ 307,665	$ 117,648	$ 12,229,290	11,966,792	$ 9,026,101	$ 9,026,101
Page 4 of 8	40)		Singer & Coffin, APC	Legal Services CIP 79728	Original Area			2,000.00	-								
Page 4 of 8	41)		Parsons Transportation	Contractual Services CIP 79728	Original Area			25,000.00	25,000								
Page 4 of 8	42)		City Consultants	Project Management CIP 79728	Original Area			2,000.00	263								
Page 4 of 8	43)		Caltrans	CIP 79728	Original Area			25,000.00	-								
Page 4 of 8	44)		City of Moreno Valley	Utility relocation CIP 79728	Original Area			83,642.62	-								
Page 4 of 8	45)		City of Moreno Valley	Project Management CIP 79728	Original Area			145,000.00	52,551								
Page 4 of 8	46)		Caltrans	Source Inspection CIP 79728	Original Area			50,000.00	-								
Page 4 of 8	47)		Caltrans	State-furnished Materials CIP 79728	Original Area			50,000.00	-								
Page 4 of 8	48)		Caltrans	Construction Zone Enfrcemnt CIP 79728	Original Area			50,000.00	-								
Page 5 of 8	49)	Nason/SR-60 Bridge CIP 79728 (old 91728)	Survey Consultant	Capital Project Contract, CIP 79728	Original Area			5,000.00	-								
Page 5 of 8	50)		Contractor	Capital Project Contract, CIP 79728	Original Area			-	-								
Page 5 of 8	51)		Falcon Engineering	Capital Project Contract, CIP 79728	Original Area			70,000.00	-								
Page 5 of 8	52)		Falcon Engineering	Constructability Review CIP 79728	Original Area			32,157.00	27,716								
Page 5 of 8	53)		Geotechnical Consultant	Capital Project Contract, CIP 79728	Original Area			5,000.00	-								
Page 5 of 8	54)		City of Moreno Valley	Project Management CIP 79728	Original Area			70,000.00	-								
Page 5 of 8	55)		Parsons Transportation	Contractual Services CIP 79728	Original Area			350,000.00	426,466								
Page 5 of 8	56)		City of Moreno Valley	Advertising/Bidding Expenses CIP 79728	Original Area			10,000.00	-								
Page 5 of 8	57)		EMWD	Meters - CIP 79728	Original Area			15,000.00	-								
Page 5 of 8	58)		RCFC&WCD	Fees CIP 79728	Original Area			5,000.00	-								
			Gibbs, Gideon, Locher, Turner & Senet	Advertising/bidding expenses - Spec Revisions CIP 79728	Original Area				7,287								
Page 5 of 8	59)		City of Moreno Valley	Project Management CIP 79729	Original Area			108,344.60	103,677								
Page 5 of 8	60)		STK Architecture	Capital Project Contract, CIP 79729	Original Area			200,000.00	146,784								
Page 5 of 8	61)		Silver Creek Industries	Capital Project Contract, CIP 79729	Original Area			3,000,000.00	1,649,492								
Page 5 of 8	62)	Morrison Park Fire Station CIP 79729 (old 91729)	Enco Utility	Capital Project Contract, CIP 79729	Original Area			2,100.00	1,260								
Page 5 of 8	63)		Riverside County IT	Capital Project Contract, CIP 79729	Original Area			13,210.00	4,534								
Page 5 of 8	64)		McCain Traffic Supply	Capital Project Contract, CIP 79729	Original Area			5,200.00	-								
Page 5 of 8	65)		Southern Ca Gas Co.	Capital Project Contract, CIP 79729	Original Area			5,600.00	11,173								
Page 5 of 8	66)		Construction Contract	Construction Costs CIP 79729	Original Area			345,579.49	10,343								
Page 5 of 8	67)		City of Moreno Valley	Project Management CIP 79731	Original Area			80,000.00	45,566								
Page 5 of 8	68)		Parsons Transportation	Capital Project Contract, CIP 79731	Original Area			27,054.25	27,054								
Page 5 of 8	69)		Staff Consultants	Capital Project Contract CIP 79731	Original Area			10,873.88	210								
Page 5 of 8	70)		So. Calif. Edison	Utility relocation CIP 79731	Original Area			240,472.00	-								
Page 5 of 8	71)		Caltrans	State Furnished Materials CIP 79731	Original Area			50,000.00	-								
Page 5 of 8	72)		Caltrans	Source Inspection CIP 79731	Original Area			50,000.00	-								
Page 5 of 8	73)		Survey Consultant	Capital Project Contract CIP 79731	Original Area			5,000.00	-								
Page 5 of 8	74)		City of Moreno Valley - CM/Inspection	Capital Project Contract CIP 79731	Original Area			30,000.00	-								
Page 5 of 8	75)		Geotechnical Consultant	Capital Project Contract CIP 79731	Original Area			5,000.00	-								
Page 5 of 8	76)	Moreno Beach Ramps - Phase 1 CIP 79731 (old 91731)	Falcon Engineering	Constructability Review CIP 79731	Original Area			25,000.00	7,987								
Page 5 of 8	77)		City of Moreno Valley	Project Management CIP 79731	Original Area			74,449.00	-								
Page 5 of 8	78)		RCFC&WCD	Inspection fees CIP 79731	Original Area			10,000.00	-								
Page 5 of 8	79)		CHP	Const. zone enforcement CIP 79731	Original Area			-	-								
Page 5 of 8	80)		City of Moreno Valley	Advertising & bidding CIP 79731	Original Area			10,000.00	-								
Page 5 of 8	81)		EMWD	Inspection fees CIP 79731	Original Area			-	-								
Page 5 of 8	82)		Parsons Transportation	Capital Project Contract CIP 79731	Original Area			300,000.00	238,718								
			Gibbs Gidden Locher Turner & Senet	Advertising/bidding expenses - Spec Revisions CIP 79731	Original Area				7,287								
			A&I Reprographics	Advertising/bidding expenses - Spec Revisions CIP 79732	Original Area				3,010								
Page 6 of 8	83)	Tax Sharing Agreement/Flood Control Agreement	Riverside Flood Control and Water Conservation Dist.	Pass Through for the Construction of Storm Drain Projects CIP 99524	Original Area											5,639,404.43	5,639,404
Page 6 of 8	84)	Acquisition of Properties/Loan	Moreno Valley Housing Authority	Satisfaction of Debt	Original Area											3,386,697.00	3,386,697
Page 7 of 8	1)	City/Agency Employee Payroll	City of Moreno Valley/Employees	Payroll Costs	Original Area							247,665.00	111,553.53				
Page 7 of 8	2)	City/Agency - Operating Costs	City of Moreno Valley	Operating Costs	Original Area							60,000.00	6,094.25				

MV00187696

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January 1, 2012 through June 30, 2012

						LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other	
Page/Form	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual
ROPS I		**Grand Total**				$ -	$ -	$ 7,067,970	$ 3,556,627	$ 394,296	$ 115,033	$ 307,665	$ 117,648	$ 12,229,290	11,966,792	$ 9,026,101	$ 9,026,101
Page 8 of 8	1)	Section 33676 2% Pass Through*	Moreno Valley & Val Verde Unified SDs	Payments per former CRL 33676 - Estimates on ROPS I Reduced payments to be made in Jan & June 2012 - Actual payment made from Jan 2012 RPTTF only.										[illegible]	409,807.97		
Page 8 of 8	2)	Section 33676 2% Pass Through*	Riverside City Community College	Payments per former CRL 33676 - Estimates on ROPS I Reduced payments to be made in Jan & June 2012 - Actual payment made from Jan 2012 RPTTF only.										[illegible]	81,284.27		
Page 8 of 8	3)	Section 33676 2% Pass Through*	School Funds	Payments per former CRL 33676 - Estimates on ROPS I Reduced payments to be made in Jan & June 2012 - Actual payment made from Jan 2012 RPTTF only.										[illegible]	862.51		
Page 8 of 8	4)	Section 33676 2% Pass Through*	Co Supt of Schools	Payments per former CRL 33676 - Estimates on ROPS I Reduced payments to be made in Jan & June 2012 - Actual payment made from Jan 2012 RPTTF only.										[illegible]	65,300.32		
Page 8 of 8	5)	Tax Sharing Agreement/County Pass Through Agreement*	County of Riverside	Per Pass Through Agreement - Estimates on ROPS I Reduced payments to be made in Jan & June 2012 - Actual payment made from Jan 2012 RPTTF only.										[illegible]	1,615,184.67		
Page 8 of 8	6)	SB 2557 County Admin Fees	County of Riverside	County Administrative Fees										233,646.02	233,646.02		
Page 8 of 8	7)	Tax Sharing Agreement/Flood Control Agreement	Riverside Flood Control and Water Conservation Dist.	Per Pass Through Agreement										781,573.00	781,573.00		

* Estimates in the original ROPS for January 1, 2012 through June 30, 2012 included pass through payment estimates for January and June Payments. Actual payments for the same period were only for January 2012 payments. The June 2012 actual payments were made from the RPTTF for the period covering July 1, 2012 through December 31, 2012 and will be reported in Pass Through payments in the Prior Payments section. The County of Riverside were made on the Properties County Property Taxes.

MV00187697

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	<CityAttorney>
CITY MANAGER	<CityManager>

Report to City Council

TO: Mayor and City Council acting in their capacity as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: December 11, 2012

TITLE: RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING INDEPENDENT ACCOUNTANT'S REPORT OF THE DUE DILIGENCE REVIEW OF ALL FUNDS AND ACCOUNTS OTHER THAN THE LOW AND MODERATE INCOME HOUSING FUND PURSUANT TO SECTIONS 34179.5 AND 34179.6 OF THE DISSOLUTION ACT

RECOMMENDED ACTION

Recommendations:

1. That the City Council as Successor Agency adopt Resolution No. SA 2012-102 approving the Independent Accountant's Report of the Due Diligence Review of the Non-Housing Assets Conducted Pursuant to Section 34179.5 for the Non-Housing Funds.

2. Authorize staff to transmit the Report to the Oversight Board and to the County Auditor-Controller (CAC), State Controller's Office (SCO), and Department of Finance (DOF) Pursuant to Section 34179.6 of the Dissolution Act.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

On December 29, 2011, the California Supreme Court delivered a decision requiring all California redevelopment agencies, including the Community Redevelopment Agency of the City of Moreno Valley, to be dissolved as of February 1, 2012. Following the Supreme Court decision, on January 10, 2012, The City Council elected the City of Moreno Valley to become the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley (RDA) pursuant to Part 1.85 of Division 24 of the Health and Safety Code. As Successor Agency, the City is responsible for winding down the affairs of the redevelopment agency including disposing of its assets; making payments and performing other obligations due for Enforceable Obligations of the former RDA. In order to facilitate the process, on February 28, 2012, the City Council adopted Resolution No. 2012-13 approving a Recognized Obligation Payment Schedule (ROPS) for the period of January 1, 2012 through June 30, 2012, Resolution No. 2012-22 on April 10, 2012, approving a Second Recognized Obligation Payment Schedule for the period of July 1, 2012 through December 31, 2012, and Resolution No. 2012-71 on August 28, 2012 for the period of January 1, 2013 through June 30, 2013.

DISCUSSION

The Dissolution Act, Parts 1.8 and 1.85 of the California Health and Safety Code, as modified by the Supreme Court's opinion in California Redevelopment Association, et al. v. Ana Matosantos, et al., Case No. S194861 and as amended by Assembly Bill 1484 chaptered and effective June 27, 2012, in particular Section 34719.5, require the Successor Agency to retain a licensed accountant for the purposes of determining the unobligated fund balances available for transfer to the taxing agencies, including the City's General Fund. Two due diligence reviews are required, one related to housing assets and obligations and the other related to non-housing assets and obligations. The first accountant's report, which was previously approved by the Successor Agency by its Resolution No. 2012-81 as adopted on October 9, 2012 pertains to the Low and Moderate Income Housing fund. A second accountant's report (the "Report", as attached) pertains to all funds and accounts other than the Low and Moderate Income Housing Fund ("Non-Housing Funds"). The Successor Agency must review, approve, and submit the report to the Oversight Board and to the CAC, SCO, and DOF by December 15, 2012. Under the Dissolution Act, the Oversight Board is, by January 15, 2013, to complete a public comment session, review public comments and consider the results/opinions offered by the CAC, and then review, approve and transmit the report again to the CAC, SCO, and DOF.

Licensed Accountant

As presented at the August meeting, the Successor Agency selected and the CAC approved Lance, Soll & Lunghard, LLP an accounting firm with experience and expertise in local government accounting to conduct the due diligence reviews to determine the unobligated balances available for transfer to taxing entities relating to housing and non-housing assets and obligations in order to ascertain unobligated cash or cash equivalent balances that would be available for transfer to local taxing entities.

Lance, Soll & Lunghard, LLP delayed commencing work on the due diligence review until the review standards were developed and issued by the DOF as below described. In July and August of this year, members of the Governmental Accounting and Auditing Committee of the California Society of Certified Public Accountants ("CalCPA"), along with the SCO and the DOF, developed the review standards/agreed upon procedures. On August 30, 2012, the DOF posted the standards/procedures and Lance, Soll & Lunghard, LLP began work on the housing due diligence review and later commenced work on the Report.

Legal Requirements and Standards for the Due Diligence Review

Under Section 34179.5, the due diligence review requires the independent accountant to reconcile assets, balances and liabilities with previous reports made to the State. Further, this review includes valuation of cash and cash equivalents with respect to Non-Housing Funds, and obligations. "At a minimum, the [due diligence] review required by this section shall include the following: ... '[a]n itemized statement of the values of any assets that are not cash or cash equivalents. This may include physical assets, land, records, and equipment.' ..."
The review and report occurs as to housing assets between August and November 2012, and as to non-housing assets between November 2012 and April 2013. The review process entails several steps in order to be completed as required, and the penalty for failure to pay or transfer will result in the DOF causing the equivalent amount(s) to be deducted from sales and use taxes and/or property taxes due to the City, as the sponsoring community.

KEY DATES – DUE DILIGENCE REVIEW SCHEDULE AND DEADLINES		
	Housing Review	**Non-Housing Review**
Due Diligence Review Due from Successor Agency to Oversight Board	October 1, 2012	December 15, 2012
Oversight Board Deadline to Conduct Hearing, Review, Approve and Submit Due Diligence Review	October 15, 2012	January 15, 2013
DOF Deadline to issue "Finding of Completion"	November 9, 2012	April 1, 2013
Successor Agency Deadline to Request Meet and Confer with DOF about Reviews	Five (5) Days of DOF Action, no Later than November 16, 2012	Five (5) Days of DOF Action, no Later than April 6, 2013
Successor Agency Deadline to Make Transfers to County Auditor-Controller based on DOF Findings	November 28, 2012	April 10, 2013

FINDINGS

Attached to this report and Resolution is the Due Diligence Review for Non-Housing Assets transmitted by the Successor Agency to the Oversight Board. Lance, Soll & Lunghard, LLP reviewed cash and non-cash balances, expenditures, revenues and transfers prior to and following dissolution on February 1, 2012. In general, the activities noted in the due diligence review report reflect transactions associated with the former Redevelopment Agency other than the Low and Moderate Income Housing transactions.

ALTERNATIVES

1. Adopt the attached resolution, which approves the Due Diligence Review of Non-Housing Funds, and authorizing transmit the Report to the Oversight Board and to the County Auditor-Controller (CAC), State Controller's Office (SCO), and Department of Finance (DOF) Pursuant to Section 34179.6 of the Dissolution Act. *Staff recommends this alternative in order for the Successor Agency to comply with the statutory requirements.*

2. Decline to adopt the attached resolution. *Staff does not recommend this alternative as the City, acting as the Successor Agency, would be subject to civil penalties for noncompliance with the law.*

FISCAL IMPACT

The fee associated with the services provided by Lance Soll & Lunghard, LLP to perform the Due Diligence Review of the Non-Housing Assets is estimated not to exceed $10,000.

SUMMARY

As Successor Agency, the City is responsible for winding down the affairs of the redevelopment agency including disposing of its assets; making payments and performing other obligations due for Enforceable Obligations of the former RDA. In addition, the State Legislature passed the Assembly Bill 1484. Section 34179.5 of the AB 1484 provides that the Due Diligence Review of the Non-Housing Funds be performed by a licensed accountant. Pursuant to the Dissolution Act, the resolution directs staff to submit the due diligence review report to the Oversight Board, CAC, the SCO, and DOF. Once approved and submitted by the Successor Agency, the Oversight Board would conduct two meetings on this due diligence review of the Non-Housing Funds. At the first meeting the Oversight Board would receive the report from the Successor Agency and direct that the report be available for public review and comment; then, the Oversight Board would convene to receive and review public

comments and comments from the CAC before approving the report and directing transmittal to the DOF. During its review, the Oversight Board may adjust the amounts and request supporting materials to facilitate its determinations. Following the Oversight Board second meeting, but no later than January 15, 2013, the due diligence review report is to be submitted to the CAC and DOF for review and final.

NOTIFICATION

No public notice is required prior to the City Council taking action on this item. However, the agenda for the meeting during which this item may be considered has been posted in the three locations that have been designated for the posting of City Council agendas.

ATTACHMENTS

Attachment 1 – Proposed Resolution
Exhibit A - The Non-Housing Funds Due Diligence Review Report

Prepared By:
Anochar Clark
Sr. Financial Analyst

Department Head Approval:
Barry Foster
Community & Economic Development Director

Concurred by:
Dante Hall
Redevelopment & Neighborhood Programs Administrator

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00187703

RESOLUTION NO. 2012-102

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE INDEPENDENT ACCOUNTANT'S REPORT RE THE DUE DILIGENCE REVIEW AS TO ALL FUNDS AND ACCOUNTS OTHER THAN THE LOW AND MODERATE INCOME HOUSING FUND CONDUCTED PURSUANT TO SECTION 34179.5 AND AUTHORIZING STAFF TO TRANSMIT THE REPORT TO THE OVERSIGHT BOARD AND TO THE COUNTY AUDITOR-CONTROLLER, STATE CONTROLLER'S OFFICE, AND DEPARTMENT OF FINANCE PURSUANT TO SECTION 34179.6 OF THE DISSOLUTION ACT

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley ("Agency") was established as a redevelopment agency that was previously organized and existing under the California Community Redevelopment Law, Health and Safety Code Section 33000, *et seq*. ("CRL"), and previously authorized to transact business and exercise powers of a redevelopment agency pursuant to action of the City Council of the City of Moreno Valley ("City"); and

WHEREAS, Assembly Bill x1 26 chaptered and effective on June 27, 2011 added Parts 1.8 and 1.85 to Division 24 of the California Health & Safety Code, which caused the dissolution of all redevelopment agencies and winding down of the affairs of former agencies, including as such laws were amended by Assembly Bill 1484 chaptered and effective on June 27, 2012 (together, the "Dissolution Act"); and

WHEREAS, as of February 1, 2012 the Agency was dissolved pursuant to the Dissolution Act and as a separate legal entity the City serves as the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley ("Successor Agency"); and

WHEREAS, the Successor Agency administers the enforceable obligations of the former Agency and otherwise unwinds the Agency's affairs, all subject to the review and approval by a seven-member oversight board (the "Oversight Board"); and

WHEREAS, Section 34179.5 requires the Successor Agency to employ a licensed accountant approved by the Riverside County Auditor-Controller to perform a due diligence review and report on the amount of funds transferred from the former Community Redevelopment Agency of the City of Moreno Valley with regard to housing funds and accounts ("Housing Funds") and a separate such report with respect to all funds and accounts other than Housing Funds ("Non-Housing Funds"); and

WHEREAS, on July 30, 2012, the Riverside County Auditor-Controller provided written approval to Successor Agency staff of their selection of *Lance, Soll & Lunghard, LLP* as the licensed accountant to perform the due diligence reviews as to Housing Funds and as to Non-Housing Funds for the Successor Agency; and

WHEREAS, on August 30, 2012, the Department of Finance posted on its official website the agreed-upon procedures to conduct the due diligence reviews; and

WHEREAS, in accordance with the provisions of the agreed-upon procedures and provisions of Section 34179.5, *Lance, Soll & Lunghard, LLP* has previously completed the due diligence review and report with respect to Housing Funds, a copy of which was submitted with Resolution No. 2012-81 of the Successor Agency, and which was subsequently approved by the Oversight Board on October 15, 2012 by its Resolution No. OB 2012-20, and was thereafter submitted to the Department of Finance; and

WHEREAS, in accordance with the provisions of the agreed-upon procedures and provisions of Section 34179.5, Lance, Soll & Lunghard, LLP has completed the due diligence review and report with respect to Non-Housing Funds (the "Report"), a copy of which is attached hereto and incorporated by this reference; and.

NOW, THEREFORE, BE IT RESOLVED BY THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY:

SECTION 1. The foregoing recitals are incorporated into this Resolution by this reference, and constitute a material part of this Resolution.

SECTION 2. Pursuant to the Dissolution Act, the Successor Agency approves the Report as submitted herewith as Exhibit.

SECTION 3. The Successor Agency authorizes transmittal of the Report to the Oversight Board for its review and approval and also directs staff to send such report to the County Auditor-Controller, State Controller's Office and Department of Finance, pursuant to Section 34179.6.

SECTION 4. The Finance Director of the Successor Agency or her authorized is directed to post this Resolution on the Successor Agency website pursuant to the Dissolution Act.

SECTION 5. This Resolution shall be effective immediately upon adoption.

SECTION 6. The City Clerk shall certify to the adoption of this resolution.

APPROVED AND ADOPTED this 11th day of December, 2012

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-102 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of December, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

LSL
CERTIFIED PUBLIC ACCOUNTANTS

Successor Agency of the Former Community Redevelopment Agency of the City of Moreno Valley

Due Diligence Review of the Other Redevelopment Agency Funds Pursuant to Sections 34179.5(c)(1) through 34179.5(c)(6) of Assembly Bill No. 1484 of 2012

Lance Soll & Lunghard, LLP

Orange County
Silicon Valley
Temecula Valley

www.lslcpas.com

Item No. A.14

Successor Agency
of the Former Community Redevelopment
Agency of the City of Moreno Valley

Due Diligence Review
of the Other Redevelopment Agency Funds
Pursuant to Sections 34179.5(c)(1) through 34179.5(c)(6)
of Assembly Bill No. 1484 of 2012

LSL
CERTIFIED PUBLIC ACCOUNTANTS

- Brandon W. Burrows, CPA
- David E. Hale, CPA, CFP
  A Professional Corporation
- Donald G. Slater, CPA
- Richard K. Kikuchi, CPA
- Susan F. Matz, CPA
- Shelly K. Jackley, CPA
- Bryan S. Gruber, CPA
- Deborah A. Harper, CPA

INDEPENDENT ACCOUNTANTS' REPORT ON APPLYING AGREED-UPON PROCEDURES

To the Successor Agency of the
Former Community Redevelopment Agency of the City of Moreno Valley
City of Moreno Valley, California

We have performed the procedures enumerated in Attachment A for the Other Redevelopment Agency Funds, which were agreed to by the California State Controller's Office and the State of California Department of Finance (State Agencies) solely to assist you in ensuring that the dissolved redevelopment agency is complying with Assembly Bill 1484, Chapter 26, Section 17's amendment to health and safety code 34179.5. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Management of the successor agency is responsible for providing all the information obtained in performing these procedures. The sufficiency of these procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representations regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

As stated above, the scope of this engagement was limited to performing the procedures identified in Attachment A, which specified the "List of Procedures for the Due Diligence Review" obtained from the California Department of Finance Website.

The results of the procedures performed are identified in Attachment B1 through B11.

We were not engaged to and did not conduct an audit, the objective of which would be the expression of a certified opinion as to the appropriateness of the results of the procedures performed. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to the Successor Agency.

This report is intended solely for the information and use of the Successor Agency Oversight Board, the Successor Agency and the applicable State Agencies, and is not intended to be, and should not be used by anyone other than these specified parties. This restriction is not intended to limit distribution of this report, which is a matter of public record.

Lance, Soll & Lunghard, LLP

Brea, California
November 29, 2012

Lance, Soll & Lunghard, LLP 203 North Brea Boulevard • Suite 203 • Brea, CA 92821 • TEL: 714.672.0022 • Fax: 714.671.
Orange County • Ten-227-illey • Silicon Valley

Item No. A.14

List of Procedures for Due Diligence Review of the Other Redevelopment Agency Funds

1. Obtain from the Successor Agency a listing of all assets that were transferred from the former redevelopment agency to the Successor Agency on February 1, 2012. Agree the amounts on this listing to account balances established in the accounting records of the Successor Agency. Identify in the Agreed-Upon Procedures (AUP) report the amount of the assets transferred to the Successor Agency as of that date.

2. If the State Controller's Office has completed its review of transfers required under both sections 34167.5 and 34178.8 and issued its report regarding such review, attach a copy of that report as an exhibit to the AUP report. If this has not yet occurred, perform the following procedures:

   a. Obtain a listing prepared by the Successor Agency of transfers (excluding payments for goods and services) from the former redevelopment agency to the city, county, or city and county that formed the redevelopment agency for the period from January 1, 2011 through January 31, 2012. For each transfer, the Successor Agency should describe the purpose of the transfer and describe in what sense the transfer was required by one of the Agency's enforceable obligations or other legal requirements. Provide this listing as an attachment to the AUP report.

   b. Obtain a listing prepared by the Successor Agency of transfers (excluding payments for goods and services) from the Successor Agency to the city, county, or city and county that formed the redevelopment agency for the period from February 1, 2012 through June 30, 2012. For each transfer, the Successor Agency should describe the purpose of the transfer and describe in what sense the transfer was required by one of the Agency's enforceable obligations or other legal requirements. Provide this listing as an attachment to the AUP report.

   c. For each transfer, obtain the legal document that formed the basis for the enforceable obligation that required any transfer. Note in the AUP report the absence of any such legal document or the absence of language in the document that required the transfer.

3. If the State Controller's Office has completed its review of transfers required under both Sections 34167.5 and 34178.8 and issued its report regarding such review, attach a copy of that report as an exhibit to the AUP report. If this has not yet occurred, perform the following procedures:

   a. Obtain a listing prepared by the Successor Agency of transfers (excluding payments for goods and services) from the former redevelopment agency to any other public agency or to private parties for the period from January 1, 2011 through January 31, 2012. For each transfer, the Successor Agency should describe the purpose of the transfer and describe in what sense the transfer was required by one of the Agency's enforceable obligations or other legal requirements. Provide this listing as an attachment to the AUP report.

   b. Obtain a listing prepared by the Successor Agency of transfers (excluding payments for goods and services) from the Successor Agency to any other public agency or private parties for the period from February 1, 2012 through June 30, 2012. For each transfer, the Successor Agency should describe the purpose of the transfer and describe in what sense the transfer was required by one of the Agency's enforceable obligations or other legal requirements. Provide this listing as an attachment to the AUP report.

   c. For each transfer, obtain the legal document that formed the basis for the enforceable obligation that required any transfer. Note in the AUP report the absence of any such legal document or the absence of language in the document that required the transfer.

List of Procedures for Due Diligence Review for the Other Redevelopment Agency Funds (Continued)

4. Perform the following procedures:

   a. Obtain from the Successor Agency a summary of the financial transactions of the Redevelopment Agency and the Successor Agency in the format set forth in the attached schedule for the fiscal periods indicated in the schedule. For purposes of this summary, the financial transactions should be presented using the modified accrual basis of accounting. End of year balances for capital assets (in total) and long-term liabilities (in total) should be presented at the bottom of this summary schedule for information purposes.

   b. Ascertain that for each period presented, the total of revenues, expenditures, and transfers accounts fully for the changes in equity from the previous fiscal period.

   c. Compare amounts in the schedule relevant to the fiscal year ended June 30, 2010 to the state controller's report filed for the Redevelopment Agency for that period.

   d. Compare amounts in the schedule for the other fiscal periods presented to account balances in the accounting records or other supporting schedules. Describe in the report the type of support provided for each fiscal period.

5. Obtain from the Successor Agency a listing of all assets of the Low and Moderate Income Housing Fund as of June 30, 2012 for the report that is due October 1, 2012 and a listing of all assets of all other funds of the Successor Agency as of June 30, 2012 (excluding the previously reported assets of the Low and Moderate Income Housing Fund) for the report that is due December 15, 2012. When this procedure is applied to the Low and Moderate Income Housing Fund, the schedule attached as an exhibit will include only those assets of the Low and Moderate Income Housing Fund that were held by the Successor Agency as of June 30, 2012 and will exclude all assets held by the entity that assumed the housing function previously performed by the former redevelopment agency. Agree the assets so listed to recorded balances reflected in the accounting records of the Successor Agency. The listing should be attached as an exhibit to the appropriate AUP report.

6. Obtain from the Successor Agency a listing of asset balances held on June 30, 2012 that are restricted for the following purposes:

   a. Unspent bond proceeds:

      i. Obtain the Successor Agency's computation of the restricted balances (e.g., total proceeds less eligible project expenditures, amounts set aside for debt service payments, etc.).

      ii. Trace individual components of this computation to related account balances in the accounting records, or to other supporting documentation (specify in the AUP report a description of such documentation).

      iii. Obtain from the Successor Agency a copy of the legal document that sets forth the restriction pertaining to these balances. Note in the AUP report the absence of language restricting the use of the balances that were identified by the Successor Agency as restricted.

   b. Grant proceeds and program income that are restricted by third parties:

      i. Obtain the Successor Agency's computation of the restricted balances (e.g., total proceeds less eligible project expenditures).

      ii. Trace individual components of this computation to related account balances in the accounting records, or to other supporting documentation (specify in the AUP report a description of such documentation).

List of Procedures for Due Diligence Review for the Other Redevelopment Agency Funds (Continued)

iii. Obtain from the Successor Agency a copy of the grant agreement that sets forth the restriction pertaining to these balances. Note in the AUP report the absence of language restricting the use of the balances that were identified by the Successor Agency as restricted.

c. Other assets considered to be legally restricted:

i. Obtain the Successor Agency's computation of the restricted balances (e.g., total proceeds less eligible project expenditures).

ii. Trace individual components of this computation to related account balances in the accounting records, or to other supporting documentation (specify in the AUP report a description of such documentation).

iii. Obtain from the Successor Agency a copy of the legal document that sets forth the restriction pertaining to these balances. Note in the AUP report the absence of language restricting the use of the balances that were identified by Successor the Agency as restricted.

d. Attach the above mentioned Successor Agency prepared schedule(s) as an exhibit to the AUP report. For each restriction identified on these schedules, indicate in the report the period of time for which the restrictions are in effect. If the restrictions are in effect until the related assets are expended for their intended purpose, this should be indicated in the report.

7. Perform the following:

a. Obtain from the Successor Agency a listing of assets as of June 30, 2012 that are **not** liquid or otherwise available for distribution (such as capital assets, land held for resale, long-term receivables, etc.) and ascertain if the values are listed at either purchase cost (based on book value reflected in the accounting records of the Successor Agency) or market value as recently estimated by the Successor Agency.

b. If the assets listed at 7(A) are listed at purchase cost, trace the amounts to a previously audited financial statement (or to the accounting records of the Successor Agency) and note any differences.

c. For any differences noted in 7(B), inspect evidence of disposal of the asset and ascertain that the proceeds were deposited into the Successor Agency trust fund. If the differences are due to additions (this generally is not expected to occur), inspect the supporting documentation and note the circumstances.

d. If the assets listed at 7(A) are listed at recently estimated market value, inspect the evidence (if any) supporting the value and note the methodology used. If no evidence is available to support the value and\or methodology, note the lack of evidence.

8. Perform the following:

a. If the Successor Agency believes that asset balances need to be retained to satisfy enforceable obligations, obtain from the Successor Agency an itemized schedule of asset balances (resources) as of June 30, 2012 that are dedicated or restricted for the funding of enforceable obligations and perform the following procedures. The schedule should identify the amount dedicated or restricted, the nature of the dedication or restriction, the specific enforceable obligation to which the dedication or restriction relates, and the language in the legal document that is associated with the enforceable obligation that specifies the dedication of existing asset balances toward payment of that obligation.

i. Compare all information on the schedule to the legal documents that form the basis for the dedication or restriction of the resource balance in question.

List of Procedures for Due Diligence Review for the Other Redevelopment Agency Funds (Continued)

ii. Compare all current balances to the amounts reported in the accounting records of the Successor Agency or to an alternative computation.

iii. Compare the specified enforceable obligations to those that were included in the final Recognized Obligation Payment Schedule approved by the California Department of Finance.

iv. Attach as an exhibit to the report the listing obtained from the Successor Agency. Identify in the report any listed balances for which the Successor Agency was unable to provide appropriate restricting language in the legal document associated with the enforceable obligation.

b. If the Successor Agency believes that future revenues together with balances dedicated or restricted to an enforceable obligation are insufficient to fund future obligation payments and thus retention of current balances is required, obtain from the Successor Agency a schedule of approved enforceable obligations that includes a projection of the annual spending requirements to satisfy each obligation and a projection of the annual revenues available to fund those requirements and perform the following procedures:

i. Compare the enforceable obligations to those that were approved by the California Department of Finance. Procedures to accomplish this may include reviewing the letter from the California Department of Finance approving the Recognized Enforceable Obligation Payment Schedules for the six month period from January 1, 2012 through June 30, 2012 and for the six month period July 1, 2012 through December 31, 2012.

ii. Compare the forecasted annual spending requirements to the legal document supporting each enforceable obligation.

a. Obtain from the Successor Agency its assumptions relating to the forecasted annual spending requirements and disclose in the report major assumptions associated with the projections.

iii. For the forecasted annual revenues:

a. Obtain from the Successor Agency its assumptions for the forecasted annual revenues and disclose in the report major assumptions associated with the projections.

c. If the Successor Agency believes that projected property tax revenues and other general purpose revenues to be received by the Successor Agency are insufficient to pay bond debt service payments (considering both the timing and amount of the related cash flows), obtain from the Successor Agency a schedule demonstrating this insufficiency and apply the following procedures to the information reflected in that schedule.

i. Compare the timing and amounts of bond debt service payments to the related bond debt service schedules in the bond agreement.

ii. Obtain the assumptions for the forecasted property tax revenues and disclose major assumptions associated with the projections.

iii. Obtain the assumptions for the forecasted other general purpose revenues and disclose major assumptions associated with the projections.

d. If procedures A, B, or C were performed, calculate the amount of current unrestricted balances necessary for retention in order to meet the enforceable obligations by performing the following procedures.

List of Procedures for Due Diligence Review for the Other Redevelopment Agency Funds (Continued)

i. Combine the amount of identified current dedicated or restricted balances and the amount of forecasted annual revenues to arrive at the amount of total resources available to fund enforceable obligations.

ii. Reduce the amount of total resources available by the amount forecasted for the annual spending requirements. A negative result indicates the amount of current unrestricted balances that needs to be retained.

iii. Include the calculation in the AUP report.

9. If the Successor Agency believes that cash balances as of June 30, 2012 need to be retained to satisfy obligations on the Recognized Obligation Payment Schedule (ROPS) for the period of July 1, 2012 through June 30, 2013, obtain a copy of the final ROPS for the period of July 1, 2012 through December 31, 2012 and a copy of the final ROPS for the period January 1, 2013 through June 30, 2013. For each obligation listed on the ROPS, the Successor Agency should add columns identifying (1) any dollar amounts of existing cash that are needed to satisfy that obligation and (2) the Successor Agency's explanation as to why the Successor Agency believes that such balances are needed to satisfy the obligation. Include this schedule as an attachment to the AUP report.

10. Include (or present) a schedule detailing the computation of the Balance Available for Allocation to Affected Taxing Entities. Amounts included in the calculation should agree to the results of the procedures performed in each section above. The schedule should also include a deduction to recognize amounts already paid to the County Auditor-Controller on July 12, 2012 as directed by the California Department of Finance. The amount of this deduction presented should be agreed to evidence of payment. The attached example summary schedule may be considered for this purpose. Separate schedules should be completed for the Low and Moderate Income Housing Fund and for all other funds combined (excluding the Low and Moderate Income Housing Fund).

11. Obtain a representation letter from Successor Agency management acknowledging their responsibility for the data provided to the practitioner and the data presented in the report or in any attachments to the report. Included in the representations should be an acknowledgment that management is not aware of any transfers (as defined by Section 34179.5) from either the former redevelopment agency or the Successor Agency to other parties for the period from January 1, 2011 through June 30, 2012 that have not been properly identified in the AUP report and its related exhibits. Management's refusal to sign the representation letter should be noted in the AUP report as required by attestation standards.

Procedure 1
List of Assets Transferred from the Former Redevelopment Agency to the Successor Agency
Other Redevelopment Agency Funds
As of February 1, 2012

ATTACHMENT B1

Asset		Balance at 2/1/2012
Cash and investments	$	33,359,656
Cash with fiscal agent		1,019,640
Notes and loans receivable		189,000
Total Assets transferred:	**$**	**34,568,296**

Procedure 2
Listing of Transfers (Excluding Payments for Goods and Services) to the City
Other Redevelopment Agency Funds
For the Period from January 1, 2011 through June 30, 2012

ATTACHMENT B2

Describe Purpose of Transfer	Enforceable Obligation (EO)/ Other Legal Requirement (LR)	Amount	Legal Documentation Obtained? (Y/N)
From former Redevelopment Agency to City for January 1, 2011 through January 31, 2012			
No transfers were made to the City during this time period or they were diminimus			
From Successor Agency to City for February 1, 2012 through June 30, 2012			
No transfers were made to the City during this time period or they were diminimus			

Procedure 3
Listing of Transfers (Excluding Payments for Goods and Services) to Other Public Agencies or Private Parties
Other Redevelopment Agency Funds
For the Period from January 1, 2011 through June 30, 2012

ATTACHMENT B3

Describe Purpose of Transfer	Enforceable Obligation (EO)/ Other Legal Requirement (LR)	Amount	Legal Documentation Obtained? (Y/N)
From former Redevelopment Agency to other public agencies or private parties for January 1, 2011 through January 31, 2012			
No transfers were made to the other public agencies or private parties during this time period or they were diminimus			
From Successor Agency to other public agencies or private parties for February 1, 2012 through June 30, 2012			
No transfers were made to the other public agencies or private parties during this time period or they were diminimus			

Procedure 4
Summary of the Financial Transactions of Redevelopment Agency and Successor Agency
All Funds
Per schedule attached to List of Procedures for Due Diligence Review

ATTACHMENT B4

	Redevelopment Agency 12 Months Ended 6/30/2010	Redevelopment Agency 12 Months Ended 6/30/2011	Redevelopment Agency 7 Months Ended 1/31/2012	Successor Agency 5 Months Ended 6/30/2012
Assets (modified accrual basis)				
Cash and investments	$ 81,080,237	$ 51,063,099	$ 38,724,650	$ 31,295,187
Accounts receivable	22,578	48,685	50,000	-
Notes and loans receivable	17,567,422	20,519,937	25,828,520	157,500
Interest receivable	231,022	471,543	590,527	-
Taxes receivable	73,572	-	-	-
Land held for resale	3,916,126	3,916,126	3,916,126	-
Due from other governments	-	529	-	-
Due from the City of Moreno Valley	4,500	-	-	-
Advances to other funds	3,564,945	3,386,697	3,386,697	-
Advances to the City of Moreno Valley	220,500	189,000	189,000	-
Total Assets	$ 106,680,902	$ 79,595,616	$ 72,685,520	$ 31,452,687
Liabilities (modified accrual basis)				
Accounts payable	$ 191,611	$ 1,777,712	$ 757,384	$ 2,212,237
Accrued liabilities	77,214	24,654	-	11,015
Deferred revenue	243,023	480,543	608,110	7,500
Due to other governments	4,846,739	5,639,404	-	-
Due to the City of Moreno Valley	1,932,005	9,378	-	-
Advances from other funds	3,564,945	3,386,697	3,386,697	-
Total Liabilities	10,855,537	11,318,388	4,752,191	2,230,752
Equity	95,825,365	68,277,228	67,933,329	29,221,935
Total Liabilities + Equity	$ 106,680,902	$ 79,595,616	$ 72,685,520	$ 31,452,687
Total Revenues:	$ 24,406,105	$ 23,606,240	$ 11,310,889	$ 31,986,208
Total Expenditures:	25,923,147	51,154,377	11,654,788	5,771,652
Total Transfers:	-	-	-	3,007,379
Net change in equity	(1,517,042)	(27,548,137)	(343,899)	29,221,935
Beginning Equity:	97,342,407	95,825,365	68,277,228	-
Ending Equity:	$ 95,825,365	$ 68,277,228	$ 67,933,329	$ 29,221,935
Other Information (show year end balances for all four periods presented):				
Capital assets as of end of year	$ 23,258,824	$ 28,054,392	$ 30,503,500	$ 34,637,459
Long-term debt as of end of year	102,481,639	78,432,152	60,355,032	59,948,686

Procedure 5
Listing of All Assets
Other Redevelopment Agency Funds
As of June 30, 2012

ATTACHMENT B5

Assets				Amount
Cash				
	4800-100100	Cash in Bank	$ (6,871,564)	
	4800-100110	Cash inter-company	2,490,162	
	4820-100100	Cash in Bank	(2,964,749)	
	4820-100110	Cash inter-company	2,386,321	
	4821-100100	Cash in Bank	2,569,197	
	4821-100110	Cash inter-company	4,073,921	
	4850-100100	Cash in Bank	6,082,180	
	4850-100110	Cash inter-company	(938,185)	
	4851-100100	Cash in Bank	2,268,784	
	4851-100110	Cash inter-company	(1,019,639)	
		TOTAL CASH:		$ 8,076,428
Investments				
	4800-100130	Investments	742,408	
	4820-100130	Investments	18,759	
	4821-100130	Investments	19,920,231	
		TOTAL INVESTEMENTS:		20,681,398
Cash with fiscal agent				
	4851-101100	Cash with fiscal agent	2	
		TOTAL CASH WITH FISCAL AGENT:		2
Notes and loans receivable				
	4820-104100	Notes and loans receivable	157,500	
		TOTAL NOTES AND LOANS RECEIVABLE:		157,500
			TOTAL ASSETS AT 6/30/2012:	**$ 28,915,328**

Procedure 6
Listing of Assets that are Restricted
Other Redevelopment Agency Funds
As of June 30, 2012

ATTACHMENT B6

Item #	Description	Documentation Referenced	Amount	Purpose	Legal Documentation Obtained? (Y/N)
1	Cash with fiscal Agent				
	a) 2007 Tax Allocation Bonds, Series A	4851-101100	$ 2	Cash held with trustee	Y
2	Unspent bond proceeds				
	a) 2007 Tax Allocation Bonds, Series A	4821-100100	6,643,118	Proceeds for capital projects	Y
	b) 2007 Tax Allocation Bonds, Series A	4821-100130	19,920,231	Proceeds for capital projects	Y
	c) 2007 Tax Allocation Bonds, Series A	4851-100100	1,249,145	Proceeds for capital projects	Y
		TOTAL:	**$ 27,812,496**		

MV00187721

Procedure 7
Listing of Assets That Are Not Liquid or Otherwise Available for Distribution
Other Redevelopment Agency Funds
As of June 30, 2012

ATTACHMENT B7

Item #	Description	Reference	Amount	Value Method	Variance Noted? (Y/N)
1	Notes and loans receivable				
	a) Notes and loans receivable	4850-104100	$ 157,500	Cost Method	N
TOTAL RESTRICTIONS OF NON-CASH ITEMS			$ 157,500		

'rocedure 8a
.isting of Assets (resources) that are dedicated or restricted for the funding of enforceable obligations
)ther Redevelopment Agency Funds
\s of June 30, 2012

ATTACHMENT B8a

Item #	Project Name	Reference	Approved Obligation Amount	Amount Paid in Period Ending June 30, 2012	Amount Restricted for Obligation for June 30, 2012 Balance	Legal Documentation Obtained? (Y/N)
1	Administrative - payroll costs	ROPS I, Page 7 of 8, line 1	$ 247,665	$ 120,450	$ 127,215	Y
2	Administrative - operating costs	ROPS I, Page 7 of 8,line 2	60,000	7,651	52,349	Y
3	Housing Monitoring Requirements	ROPS I, Page 1 of 8, line 7	20,000	-	20,000	Y
4	Legal Service - General	ROPS I, Page 1 of 8, line 8	106,678	63,712	42,966	Y
5	weed abatement of Agency properties	ROPS I, Page 1 of 8, line 10	7,090	-	7,090	Y
6	Audit Service	ROPS I, Page 1 of 8, line 11	10,000	10,500	(500)	Y
7	Legal Service - Specific to AHA	ROPS I, Page 2 of 8, line 24	33,000	-	33,000	Y
8	Affordable Housing Agreement - LMIHF	ROPS I, Page 2 of 8, line 23	1,817,577	1,817,577	-	Y
9	Affordable Housing Agreement - RPTTF	ROPS I, Page 2 of 8, line 23	682,423	-	682,423	Y
10	Title and closing costs	ROPS I, Page 2 of 8, line 25	5,000	550	4,450	Y
			$ 2,989,433	**$ 2,020,440**	**$ 968,993**	

MV00187723

Listing of Assets (resources) that need to be retained due to insufficient funding for the funding of enforceable obligations
Other Redevelopment Agency Funds
As of June 30, 2012

There are no assets (resources) that need to be retained due to insufficient funding for the funding of enforceable obligations

Procedure 8c **ATTACHMENT B8c**

Listing of Assets (resources) that need to be retained due to projected insufficient property tax revenues for bond debt payments
Other Redevelopment Agency Funds
As of June 30, 2012

There are no assets (resources) that need to be retained due to project insufficient property tax revenues for bond debt payments

Procedure 9 **ATTACHMENT B9**

Listing of Assets (resources) that need to be retained due to projected insufficient property tax revenues for future ROPS

Other Redevelopment Agency Funds

As of June 30, 2012

Item #	Project Name	Reference	Approved Obligation Amount	Estimated Future Revenues	Revenue Source	Amount Needed to be Retained from June 30, 2012 Balance	Identified on the ROPS 2 or 3?
1	Excel - CIP 79221	ROPS III, Item 25	$ 50,000	$ -	Reserve	$ 50,000	Y
2	Harris & Assoc. - CIP 79221	ROPS III, Item 26	176,000	-	Reserve	176,000	Y
3	Admin Cost - CIP 79221	ROPS III, Item 27	37,300	-	Reserve	37,300	Y
4	City Consultant - COP 79221	ROPS III, Item 28	9,960	-	Reserve	9,960	Y
5	Gibbs, Gilden, Locher, Turner & Senet LLP - CIP 79221	ROPS III, Item 29	85,089	-	Reserve	85,089	Y
			$ 358,349	**$ -**		**$ 358,349**	

Procedure 10 **ATTACHMENT B10**

Summary of Other Redevelopment Agency Funds Available for Allocation to Affected Taxing Entities

Total amount of assets held by the successor agency as of June 30, 2012 (procedure 5)		$	28,915,328
Add the amount of any assets transferred to the city or other parties for which an enforceable obligation with a third party requiring such transfer and obligating the use of the transferred assets did not exist (procedures 2 and 3)			
	To City		-
	To other parties		-
Less assets legally restricted for uses specified by debt covenants, grant restrictions, or restrictions imposed by other governments (procedure 6)			(27,812,496)
Less assets that are not cash or cash equivalents (e.g., physical assets) - (procedure 7)			(157,500)
Less balances that are legally restricted for the funding of an enforceable obligation (net of projected annual revenues available to fund those obligations) - (procedure 8)			(968,993)
Less balances needed to satisfy ROPS for the 2012-13 fiscal year (procedure 9)			(358,349)
Less the amount of payments made on July 12, 2012 to the County Auditor-Controller as directed by the California Department of Finance			-
Amount to be remitted to county for disbursement to taxing entities		$	(382,010)

MV00187727

TEL: 951.413.3021
FAX: 951.413.3096
WWW.MOVAL.ORG

MORENO VALLEY
WHERE DREAMS SOAR

14177 FREDERICK STREET
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

November 29, 2012

Lance, Soll & Lunghard, LLP
Certified Public Accountants
203 North Brea Boulevard, Suite 203
Brea, CA 92821-4056

We are providing this letter in connection with your performance of the Due Diligence Review of the Other Redevelopment Agency Funds in accordance with Assembly Bill 1484 for the Successor Agency of the former Community Redevelopment Agency of the City of Moreno Valley. We confirm that we are responsible for the complete and fair presentation of the previously mentioned review in conformity with the listed procedures of the Assembly Bill 1484 Due Diligence Review as published by the State Department of Finance on August 27, 2012. We are also responsible for adopting sound accounting policies, establishing and maintaining effective internal control over financial reporting, and preventing and detecting fraud.

We confirm, to the best of our knowledge and belief, as of the date of this letter, the following representations made to you during your review:

1. We have made available to you:

   a. In accordance with 34179.5(c)(1), the dollar value of all assets transferred from the former redevelopment agency to the successor agency on or about February 1, 2012.

   b. In accordance with 34179.5(c)(2), the dollar value of all assets and cash and cash equivalents transferred after January 1, 2011, through June 30, 2012, by the redevelopment agency or the successor agency to the city, county, or city and county that formed the redevelopment agency and the purpose of each transfer. We have also provided the documentation of any enforceable obligation that required the transfer.

   c. In accordance with 34179.5(c)(3), the dollar value of any cash or cash equivalents transferred after January 1, 2011, through June 30, 2012, by the redevelopment agency or the successor agency to any other public agency or private party and the purpose of each transfer. We have also provided documentation of any enforceable obligation that required the transfer.

   d. In accordance with 34179.5(c)(4), the expenditure and revenue accounting information and have identified transfers and funding sources for the 2010–11 and 2011–12 fiscal years that reconciles balances, assets, and liabilities of the successor agency on June 30, 2012 to those reported to the Controller for the 2009–10 fiscal year.

   e. In accordance with 34179.5(c)(5), a listing of all assets of the Low and Moderate Income Housing Fund as of June 30, 2012 for the report that is due October 1, 2012 and a listing of all assets of all other funds of the Successor Agency as of June 30, 2012 (excluding the previously reported assets of the Low and Moderate Income Housing Fund) for the report that is due December 15, 2012.

f. In accordance with 34179.5(c)(5)(B), an itemized statement listing any amounts that are legally restricted as to purpose and cannot be provided to taxing entities. This could include the proceeds of any bonds, grant funds, or funds provided by other governmental entities that place conditions on their use.

g. In accordance with 34179.5(c)(5)(C), an itemized statement of the values of any assets that are not cash or cash equivalents. This may include physical assets, land, records, and equipment. For the purpose of this accounting, physical assets may be valued at purchase cost or at any recently estimated market value.

h. In accordance with 34179.5(c)(5)(D), an itemized listing of any current balances that are legally or contractually dedicated or restricted for the funding of an enforceable obligation that identifies the nature of the dedication or restriction and the specific enforceable obligation. In addition, we have provided a listing of all approved enforceable obligations that includes a projection of annual spending requirements to satisfy each obligation and a projection of annual revenues available to fund those requirements.

i. In accordance with 34179.5(c)(5)(E), an itemized list and analysis of any amounts of current balances that are needed to satisfy obligations that will be placed on the Recognized Obligation Payment Schedules for the current fiscal year.

2. There are no material transactions that have not been properly recorded in the accounting records underlying this Due Diligence Review.

3. Management is not aware of any transfers (as defined by Section 34179.5) from either the former Redevelopment Agency or the Successor Agency to the City, other agencies or private parties for the period January 1, 2011 through June 30, 2012 that have not been identified in this report and related exhibits.

4. We acknowledge our responsibility for the design and implementation of programs and controls to prevent and detect fraud.

5. We have no knowledge of any fraud or suspected fraud affecting this Due Diligence Review involving:

   a. Management,

   b. Employees who have significant roles in internal control, or

   c. Others where the fraud could have a material effect on this Due Diligence Review.

6. We have no knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, or others.

7. When applicable, we have taken timely and appropriate steps to remedy fraud, illegal acts, violations of provisions of contracts or grant agreements, or abuse that you have reported to us.

8. We have identified to you any previous audits, attestation engagements, performance audits, state controller reports or other studies related to the objectives of this Due Diligence Review and whether related recommendations have been implemented.

9. The Successor Agency of the former Community Redevelopment Agency of the City of Moreno Valley has no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or fund equity.

10. We are responsible for compliance with the laws, regulations, provisions of contracts and grant agreements applicable to us, and all provisions related to the dissolution of the Redevelopment Agency in accordance with AB 1X 26 and AB 1484.

11. There are no known violations of:

    a. Laws and regulations,

    b. Provisions of contracts and grant agreements,

    c. Provisions related to the dissolution of the Redevelopment Agency in AB 1X 26 and AB 1484 whose effects should be considered for disclosure in this Due Diligence Review.

12. All bank accounts and investments associated with this review have been properly reflected in the general ledger accounting records.

13. No events, including instances of noncompliance, have occurred subsequent to the performance of this Due Diligence Review and through the date of this letter that would require adjustment to or disclosure in the aforementioned Due Diligence Review.

Signed: Richard Beckett

Title: Financial + Administrative Services Director

Signed: Cynthia Q. Fortune

Title: Financial Operations Division Manager

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MV00187731

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RLH
CITY MANAGER	MJ

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: December 11, 2012

TITLE: SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND (SLESF) EXPENDITURE PLAN FOR FY 2012-13

RECOMMENDED ACTION

Recommendations:

1. Approve the Supplemental Law Enforcement Services Fund (SLESF) Expenditure Plan for FY 2012-13.

2. Approve an increase of $115,970 to the SLESF Grant Fund FY 2012-13 revenue budget (account 2410-60-69-76012-486000) to reflect the total FY 2012-13 allocation of $315,970.

3. Approve an increase of $115,970 to the SLESF Grant Fund FY 2012-13 expenditure budget (account 2410-60-69-76012-620320) to reflect the FY 2012-13 planned expenditure of $315,970.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Supplemental Law Enforcement Services Fund (SLESF) provides funds to support frontline law enforcement services. Senate Bill 823 amended the Government Code Sections 30061 and 30063 to require that "The city council shall appropriate existing and anticipated moneys exclusively to fund frontline municipal police services, in

accordance with written requests submitted by the chief of police of that city or the chief administrator of the law enforcement agency that provides police services for that city." City Council's approval of the attached Supplemental Law Enforcement Services Fund (SLESF) Expenditure Plan for FY 2012-13 will meet this requirement.

DISCUSSION

The City of Moreno Valley utilizes the SLESF grant to fund up to one (1) Career Criminal Apprehension Team (CCAT) Officer and one (1) Sheriff Service Officer (SSO). The City's FY 2011-12 SLESF allocation with beginning fund balance is $315,970. This year's allocation will fund approximately .90 CCAT Officer and one (1) SSO. The General Fund will fund the remaining .10 CCAT Officer in its Special Enforcement Team (SET) budget.

Funding for the above positions was included in the FY 2012-13 budget using estimates based on the prior year SLESF allocation. Now that the actual allocation is known, staff is requesting City Council to approve the expenditure plan and to adjust the FY 2012-13 SLESF budget.

ALTERNATIVES

1. Approve the attached Supplemental Law Enforcement Services Fund (SLESF) Expenditure Plan for FY 2012-13 and related budgetary adjustments. ***Staff recommends this alternative.***

2. Do not approve the attached Supplemental Law Enforcement Services Fund (SLESF) Expenditure Plan for FY 2012-13 and related budgetary adjustments. ***Staff does not recommend this alternative as it would jeopardize SLESF funding and impact law enforcement services.***

FISCAL IMPACT

The recommended adjustments will increase the SLESF budgeted revenues and expenditures by $115,970 as identified in the following table.

Proposed Appropriation

SLESF Grant Fund	FY 2012-13 Adopted Budget	Proposed Increase	FY 2012-13 Adjusted Budget
Grant Revenue (2410-60-69-76012-486000)	$200,000	$115,970	$315,970
Expenditures (2410-60-69-76012-620320)	$200,000	$115,970	$315,970

CITY COUNCIL GOALS

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

SUMMARY

The California Government Code requires City Council's appropriation of Supplemental Law Enforcement Services Fund (SLESF) moneys for frontline municipal police services. Council's approval of the attached Supplemental Law Enforcement Services Fund Expenditure Plan for FY 2012-13 will meet this requirement. The budgetary adjustments being requested will increase to the current FY 2012-13 appropriations for both SLESF revenues and expenditures by $115,970.

ATTACHMENTS

Attachment 1: Supplemental Law Enforcement Services Fund Expenditure Plan FY 2012-13

Prepared By:
Cynthia A. Fortune
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

Concurred By:
Joel Ontiveros
Chief of Police

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00187735

Supplemental Law Enforcement Services Account
Expenditure Plan
FY 2012-2013

City: **City of Moreno Valley**

Beginning Fund Balance	-
Prior Year Allocation Received in Current Year	
Current Year Allocation	315,970.00

Expenditure Planned

Salaries and Benefits	315,970.00
Services and Supplies	
Equipment	
Administrative Overhead	
Total Planned Expenditures	315,970.00

Date approved by the City Council : _____

The City Manager hereby certifies that the Supplemental Law Enforcement Services Plan was submitted to the City Council and approved as listed.

City Manager _____ Date _____

Please provide the name of a contact person if there are any questions:

Cynthia Fortune, Fin. Ops. Div. Mgr. — Name

951-413-3062 — Contact Number

Riverside County SLESA Oversight Committee

2012-13 City Expenditure Plan Form

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MV00187737

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RLH
CITY MANAGER	MJ

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: December 11, 2012

TITLE: RESOLUTION ADJUSTING DEVELOPMENT IMPACT FEES TO ADD A CATEGORY FOR HIGH CUBE INDUSTRIAL DEVELOPMENT

RECOMMENDED ACTION

Recommendation:

1. Approve Resolution No. 2012-103 authorizing the adjustment of the City of Moreno Valley Development Impact Fees to add a category Commercial & Industrial High Cube Development.

BACKGROUND

Moreno Valley adopted its Development Impact Fee (DIF) program in 2000 in full compliance with AB 1600. For the DIF, Moreno Valley adopted two Ordinances codifying Chapter 3.38 Residential Development Impact Fees and Chapter 3.42 Commercial and Industrial Development Impact Fees. The two chapters of the City's government code permit Moreno Valley to collect Development Impact Fees based on the impacts of future development on capital facilities and infrastructure in the community. An original DIF Nexus Study was done in 2000. The last DIF Nexus Study was adopted in October 2005 and then amended in March 2006 for a CPI adjustment. A Nexus Study is used to determine the fair distribution of DIF costs based on 1) identified future infrastructure needs of the community, 2) the cost of the future infrastructure (i.e. cost factors go up or down over time) and 3) to account for that infrastructure that has been constructed by development activity that has occurred since the date of the last DIF Nexus Study.

On October 9, 2012, the City Council held a public meeting and adopted the CEQA findings and the proposed DIF Nexus Study update prepared by Colgan Consulting Corporation.

DISCUSSION

Generally, it is prudent to undertake a Development Impact Fee (DIF) Nexus Study every few years so the DIF program reflects updated construction costs, and adjustments to land uses, along with current direction on the build out of the community and needed future public facilities and infrastructure. The DIF Nexus Study serves to provide the most equitable distribution of future facilities costs attributable to new development—including residential, commercial-retail, office and industrial projects. A DIF Nexus Study provides a credible and legitimate methodology for identifying the development demand to illustrate through a series of models and calculations to determine what the impact of future development projects will have on City facilities and infrastructure.

The updated DIF Nexus Study includes the addition of two new categories a High Cube Industrial and Mobile Home/Senior Residential category. High Cube Industrial is defined as industrial buildings with a minimum gross floor area of more than 200,000 square feet, a minimum ceiling height of 24 feet, and a minimum dock-high door loading ratio of 1 door per 10,000 square feet. The use of this definition and development category is consistent with WRCOG's Transportation Uniform Mitigation Fee (TUMF) program. The use of Mobile Home/Senior Residential provides for another type of residential development.

During the October 9, 2012 Council meeting, there were some concerns expressed regarding the Mobile Home/Senior category and the need for the proposed High Cube Industrial category. The Mobile Home/Senior category was removed from the program until a future date, and the High Cube category was voted on under a separate resolution, passing on a 3-1-1 vote. The attached resolution provides for the follow-up to complete that action.

FISCAL IMPACT

The updated DIF Nexus Study supports a future revenue stream of nearly $378 million through build out of Moreno Valley. Please note that the impact fees as calculated in the DIF Nexus Study will require residential and non-residential developers to pay their fair share of the cost of future public facilities and infrastructure improvements resulting from the demands resulting from new development. The updated DIF Nexus Study and proposed DIF rates shall not continue a past practice of discounting any development type except for affordable housing—which is a requirement of the Moreno Valley's State certified Housing Element.

NOTIFICATION

Publication of agenda

ATTACHMENTS

Attachment 1 - Proposed Resolution

Prepared By:
Mark W. Sambito, P.E.
Engineering Division Manager

Approved By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00187741

RESOLUTION NO. 2012-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE DEVELOPMENT IMPACT FEE (DIF) UPDATE STUDY 2012 AND ADDING A NEW CATEGORY - INDUSTRIAL HIGH CUBE – TO THE TABLE OF DEVELOPMENTS IN THE CITY OF MORENO VALLEY SUBJECT TO DIF

WHEREAS, the City of Moreno Valley ("City") previously recognized that there was insufficient funding to address the impacts of new development on certain capital facilities in the City (the "City System"); and

WHEREAS, in order to address this shortfall, the City formulated a plan whereby a development impact fee would be assessed on new development and would be used to fund the necessary improvements for the City System; and

WHEREAS, in furtherance of this plan, the City Council adopted the "Development Impact Fee Update Study", dated October 11, 2005, (the "2005 DIF Nexus Study"); and

WHEREAS, based on the 2005 DIF Nexus Study, the City amended Chapter 3.38 and 3.42 of the Moreno Valley Municipal Code as adopted by Ordinance No. 695 on October 11, 2005, pursuant to California Government Code sections 66000 et seq. authorizing the City to impose the Development Impact Fee ("DIF") upon new development; and

WHEREAS, Section 3.38.160 of Chapter 3.38 and Section 3.42.130 of Chapter 3.42 authorizes periodic review and adjustment to the applicable DIF in accordance with any adjustments made by the City Council; and

WHEREAS, the fees collected pursuant to this Resolution shall be used to finance the certain capital facilities described or identified in the DIF Nexus Study; and

WHEREAS, the 2012 Development Impact Fee Nexus Study updates the 2005 Development Impact Fee Nexus Study and validates and supports the adoption of updated development impact fees; and

WHEREAS, this levying of development impact fees has been reviewed by the City Council and staff in accordance with the California Environmental Quality Act ("CEQA") and the CEQA Guidelines and it has been determined that the adoption of this resolution is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

NOW, THEREFORE, the City Council of the City of Moreno Valley does hereby resolve as follows:

Section 1. The City Council hereby finds that in accordance with the California Environmental Quality Act ("CEQA") and the CEQA Guidelines the adoption of this Resolution is exempt from CEQA pursuant to Section 15061(b)(3).

Section 2. The recitals set forth above are hereby adopted as findings in support of this Resolution. In addition, the City Council re-adopts the findings contained in Sections 3.38 and 3.42 of the Moreno Valley Municipal Code in support of the adjusted DIF contained herein.

Section 3. The terms of this Resolution shall have the same meaning ascribed to them in Sections 3.38 and 3.42 of the Moreno Valley Municipal Code.

Section 4. The terms of this Resolution shall include the addition of High Cube Warehouse and Distribution Centers if the building meets specific criteria, including a minimum gross floor area of more than 200,000 square feet, a minimum ceiling height of 24 feet, and a minimum dock-high door loading ratio of 1 door per 10,000 square feet.

Section 5. In accordance with Chapter 3.38 and 3.42 of the Moreno Valley Municipal Code, the 2012 Development Impact Fee Nexus Study attached as Exhibit A is hereby adopted in its entirety.

Section 6. In accordance with Section 3.38.160 of Chapter 3.38 and Section 3.42.130 of Chapter 3.42 of the Moreno Valley Municipal Code, there is hereby adopted the revised DIF Fee Table, attached hereto as Exhibit A, which replaces Section 11 of the fee schedule set forth in Resolution No. 2012-85, summarized below as the total DIF Impact based on revised Section 11:

(1) $8,888.72 per DU for Residential Single-Family
(2) $4,444.36 per DU for Affordable Residential Single-Family
(3) $5,874.77 per DU for Residential Multi-Family
(4) $2,937.39 per DU for Affordable Residential Multi-Family
(5) $4,735.45 per 1,000 square foot of a General Commercial project
(6) $4,223.37 per 1,000 square foot of a Regional Commercial project
(7) $2,282.95 per 1,000 square foot of a General Industrial project
(8) $995.51 per 1,000 square foot of a High Cube Commercial project
(9) $3,170.23 per 1,000 square foot of an Office project
(10) 2.0% for Future Updates to the DIF Nexus Study (See note below)

Note: A 2.0% charge will be added to the total DIF Fee for each project to be set aside for reimbursement of the 2012 update to the DIF Nexus Study to account for changes in land values, equipment cost and construction costs of those certain capital improvements.

The fees will be adjusted annually to reflect any changes in costs for those certain capital improvements using the Council approved figures published in the Engineering News Record's Building Cost Index –20 Cities Annual Average.

Section 7. This resolution shall become effective on December 13, 2012.

APPROVED AND ADOPTED this 11th day of December, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of December, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Section 11 - Development Impact Fees

	Residential				Commercial		Industrial		Office
	Single Family	Affordable Single Family	Multi-Family	Affordable Multi-Family	General	Regional	General	High-Cube	
	Current	Current	Current	Current	Current	Current	Current	Current	Current
Unit	DU	DU	DU	DU	KSF	KSF	KSF	KSF	KSF
Transportation Uniform Mitigation Fees (TUMF)	$ 8,873.00	$ -	$ 6,231.00	$ -	$ 10,490.00	$ 10,490.00	$ 1,730.00	$ 1,730.00	$ 4,190.00
Arterial Streets	$ 1,125.17	$ 562.59	$ 787.62	$ 393.81	$ 1,479.77	$ 1,297.79	$ 729.66	$ 170.48	$ 1,022.89
Traffic Signals	$ 764.56	$ 382.28	$ 535.19	$ 267.60	$ 1,005.51	$ 881.85	$ 495.80	$ 115.84	$ 695.05
Interchange Improvements	$ 700.84	$ 350.42	$ 490.59	$ 245.30	$ 921.71	$ 808.36	$ 454.48	$ 106.19	$ 637.13
Fire Facilities	$ 980.93	$ 490.47	$ 261.58	$ 130.79	$ 360.31	$ 360.31	$ 257.36	$ 257.36	$ 300.25
Police Facilities	$ 493.63	$ 246.82	$ 191.73	$ 95.87	$ 646.34	$ 553.26	$ 115.77	$ 115.77	$ 246.73
Park Improvements	$ 2,728.51	$ 1,364.26	$ 2,332.44	$ 1,166.22	$ -	$ -	$ -	$ -	$ -
Recreation Centers	$ 694.29	$ 347.15	$ 593.50	$ 296.75	$ -	$ -	$ -	$ -	$ -
Libraries and Materials	$ 327.90	$ 163.95	$ 280.31	$ 140.16	$ -	$ -	$ -	$ -	$ -
Animal Shelter	$ 196.74	$ 98.37	$ 168.18	$ 84.09	$ -	$ -	$ -	$ -	$ -
Maintenance Equipment	$ 152.41	$ 76.21	$ 40.64	$ 20.32	$ 55.98	$ 55.98	$ 39.99	$ 39.99	$ 46.65
City Hall	$ 180.49	$ 90.25	$ 48.13	$ 24.07	$ 66.30	$ 66.30	$ 47.35	$ 47.35	$ 55.25
Corporate Yard	$ 543.24	$ 271.62	$ 144.86	$ 72.43	$ 199.54	$ 199.54	$ 142.53	$ 142.53	$ 166.28
Total	$ 17,761.71	$ 4,444.36	$ 12,105.77	$ 2,937.39	$ 15,225.46	$ 14,713.39	$ 4,012.94	$ 2,725.51	$ 7,360.23

NOTES:

1. The general policy is that all impact fees will be adjusted annually.

2. The fees will be adjusted to reflect the annual increase using the Council approved 20-City Average Building Cost Index of the Engineering News Record.

3. TUMF fees are set by the Western Riverside County Organization of Governments (WRCOG).

4. High Cube Warehouse and Distribution Centers are defined as those with a minimum gross floor area of more than 20,000 square feet, a minimum ceiling height of 24 feet, and a minimum dock-high door loading ration of 1 door per 10,000 square feet.

UNITS LEGEND
DU = Dwelling Unit for residential development types
KSF = 1,000 gross square feet of building area for commercial, industrial and office development types

IMPLEMENTATION NOTES:
With respect to each second dwelling unit on a single family residential lot qualifying as a "granny flat" housing unit, the fees shall equal one-half of the fees applicable to each multi-family dwelling unit.

All development impact fees shall be charged at 100% of the fees as calculated in the Development Impact Fee Update Study Report (nexus study) as approved by City Council on October 09, 2012, and shall take effect on

With respect to Residential Affordable Single-Family and Residential Affordable Multi-Family, these fees shall be collected at the Council-approved reduced amount. These fees do not increase the impacts on other

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MV00187747

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RLH
CITY MANAGER	MJ

Report to City Council

TO: Mayor and City Council; City Council Serving as the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley; President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD); and Chairperson and Members of the Moreno Valley Housing Authority

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: December 11, 2012

TITLE: READOPTING CONFLICT OF INTEREST CODE

RECOMMENDED ACTION

Recommendations:

1. The City Council adopt Resolution No. 2012-104, readopting a Conflict of Interest Code to amend the list of designated employees having filing requirements, and repealing all prior enactments on the same subject.

2. City Council serving as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley adopt Resolution No. SA 2012-105, adopting a Conflict of Interest Code.

3. The City Council, as the code reviewing body for the Oversight Board of Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley approve the Conflict of Interest Code adopted by Resolution No. OB 2012-03 (Attachment 5 to the staff report).

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

SUMMARY

On June 12, 2012, pursuant to §87306.5 of the California Government Code, the City Council directed its agencies to review their Conflict of Interest Codes and determine whether changes were necessary. Such review and determination have been made, and the results are now presented to the City Council for its approval.

BACKGROUND

The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially to determine whether it is accurate, or alternatively, whether the code must be amended. If a change is necessitated, an amended code must be submitted to the City Council, as code reviewing body, for review and adoption.

The proposed amendments to the code are reflected only in certain designated employees, which have either been added, deleted or have had title changes. These changes are being proposed on the recommendation of the respective department heads.

On January 10, 2012, following the dissolution of the Community Redevelopment Agency, the City Council elected to have the City of Moreno Valley serve as the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley pursuant to Health & Safety Code Section 34173(d)(1). The Agency is responsible for winding down the affairs of the Redevelopment Agency.

On March 28, 2012, the Oversight Board of Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley adopted its Conflict of Interest Code, as approved by Resolution No. 2008-111 of the City Council, as that Resolution may be amended from time to time by the City Council. Members of the Oversight Board shall report under the Conflict of Interest Code Disclosure Category "2."

The Moreno Valley Housing Authority was created by the City Council on March 28, 2011 to carry out responsibilities as delineated under the Housing Authority Law. On January 24, 2012, per Resolution No. HA 2012-02 and pursuant to Section 34278 of the Health & Safety Code, the Commissioners of the Housing Authority adopted by reference the Conflict of Interest Code set forth in City Council Resolution 2010-87, as may be amended or replaced, as the procedures affecting conflict of interest involving the Housing Authority.

The members of the City Council are the Commissioners for the Housing Authority. The proposed Code is substantially the same as the City Code heretofore adopted, except the list of persons who would be subject to the Code.

Adoption of the proposed resolution and the amended Conflict of Interest Code will ensure compliance with State law provisions.

The recommended revisions of designated positions are as follows:

1. FOR THE CITY CODE:

City Attorney

None

City Clerk's Department

None

City Manager's Office

None

Community and Economic Development Department
(Community Economic Department and Economic Development Department were consolidated; Land Development Division and Storm Water Management Division were moved under CEDD)

Engineering Division Manager (added)

Senior Engineer (added)
Associate Engineer (added)
Construction Inspector (added)
Management Analyst, LD (added)
Business Support & Neighborhood Programs Administrator (added)
Redevelopment & Neighborhood Programs Administrator (deleted)

Development Services Coordinator (deleted)

Storm Water Program Manager (added)
Associate Environmental Engineer (added)
Associate Engineer (added)
Environmental Analyst

Financial & Administrative Services Department
(Special District Division was moved under F&ASD)

Special Districts Division Manager (added)
Special Districts Program Manager (added)
Landscape Districts Program Manager (added)
Senior Management Analyst (added)
Management Analyst (added)
Landscape Development Coordinator (added)
Senior Landscape Services Inspector (added)
Special Districts Budget and Accounting Supervisor (added)

Purchasing & Facilities Division Manager (deleted)
Animal Services Division Manager (deleted)

Fire Department

Fire Prevention Technician (added)

Human Resources Department
Risk Division Manager (deleted)
Human Resourced Analyst (added)
Purchasing & Facilities Division Manager (added)
Animal Services Division Manager (added)
Library Services Division Manager (added)
Principal Librarian (added)
Librarian (added)
Library Circulation Supervisor (added)

Library Department (deleted)
(Library Department was moved under Human Resources Department)
Library Director (deleted)

Parks and Community Services Department

Parks & Community Services Division Manager (added)

Public Works Department

Engineering Division Manager (deleted)
Associate Environmental Manager (deleted)
Environmental Analyst (deleted)

Special Districts Division Manager (deleted)
Special Districts Program Manager (deleted)
Landscape Districts Program Manager (deleted)
Landscape Development Coordinator (deleted)
Senior Landscape Services Inspector (deleted)
Special Districts Budget and Accounting Supervisor (deleted)
Storm Water Program Manager (deleted)
Financial Analyst (added)

2. FOR THE CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY CODE:

Members of City Council as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
City Manager

City Attorney
Deputy City Attorney
City Clerk
Economic & Community Development Director
Business Support & Neighborhood Programs Administrator
Housing Program Coordinator

Consultant (Person or entity under contract to the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley who provides information, advice, recommendations or counsel to the Agency or who is subject to control or direction of the Agency)

Each position listed in the City as Successor Agency Code is already included in the City Code, therefore, no additional reporting requirements will ensue from inclusion in the City as Successor Agency Code. Positions are included only for the disqualification aspects arising out of City as Successor Agency business, when applicable.

3. FOR THE COMMUNITY SERVICES DISTRICT CODE:

Parks & Community Services Division Manager (added)
Management Analyst (Special District) (added)
Senior Management Analyst (Special District) (added)

Each position listed in the Community Services Code is already included in the City Code, therefore, no additional reporting requirements will ensue from inclusion in the CSD Code. Positions are included only for the disqualification aspects arising out of CSD business, when applicable.

4. FOR THE MORENO VALLEY HOUSING AUTHORITY CODE

Members of the City Council, ex officio, as Directors of the Housing Authority
Executive Director (City Manager)
Assistant Executive Director
Deputy Executive Director (Community & Economic Development Director)
Housing Authority Counsel
Housing Authority Special Counsel
Housing Authority Secretary
Finance Officer (F&AS Director)
Housing Authority Human Resources Director
Housing Program Specialist
Housing Program Coordinator

Consultant (Person or entity under contract to the Moreno Valley Housing Authority who provides information, advice, recommendations or counsel to the Authority or who is subject to control or direction of the Authority)

Each position listed in the Moreno Valley Housing Authority Code is already included in the City Code, therefore, no additional reporting requirements will ensue from inclusion in the HA Code. Positions are included only for the disqualification aspects arising out of HA business, when applicable.

ALTERNATIVES

Not applicable. In order to comply with the California Government Code, such review and determination are required.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

NOTIFICATION

Publication of the agenda

ATTACHMENTS

1. Proposed City Council Resolution
2. Proposed City as Successor Agency Resolution
3. Proposed CSD Resolution
4. Proposed Housing Authority (HA) Resolution
5. Resolution No. OB 2012-03, a Resolution of the Oversight Board of Successor Agency Adopting a Conflict of Interest Code

Prepared By:
Name
Title

Department Head Approval:
Jane Halstead
City Clerk, CMC

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Attachment 1

RESOLUTION NO. 2012-104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, READOPTING A CONFLICT OF INTEREST CODE BY REFERENCE TO THE FAIR POLITICAL PRACTICES COMMISSION'S STANDARD MODEL CONFLICT OF INTEREST CODE, AND REPEALING ALL PRIOR ENACTMENTS ON THE SAME SUBJECT

WHEREAS, the Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation 2 California Code of Regulations, §18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act; and

WHEREAS, the City Council has previously duly approved and adopted a Conflict of Interest Code by reference to the standard model Conflict of Interest Code; and

WHEREAS, said previously adopted Code should now be amended in respect to the designation of employees who are subject to the Code;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. All prior enactments of the City Council of the City of Moreno Valley in respect to adoption of a Conflict of Interest Code are hereby repealed, effective on the operative date of this Resolution.

2. The terms of 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendices in which members and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code of the City of Moreno Valley.

3. Members of the City Council, the City Manager, the City Attorney, the City Treasurer, members of the Planning Commission, and pursuant to §4(C) of the Model Conflict of Interest Code, other designated employees, including members of other boards/committees and commissions holding designated positions, (listed on Appendix A attached hereto and incorporated herein by this reference) and having a disclosure

category which requires the filing of a Statement of Economic Interest (described on Appendix B attached hereto and incorporated herein by this reference), shall file their Statement of Economic Interest with the City Clerk, to whom the City Council hereby delegates the authority to carry out the duties of Filing Officer who will make the statements available for public inspection and reproduction. (Gov. Code §81008) The City Clerk will retain statements for all designated employees. The City Clerk shall forward to the Fair Political Practices Commission a copy of each Statement of Economic Interest filed by a member of the City Council, by the City Manager, by the City Attorney, by the City Treasurer, or by a member of the Planning Commission.

4. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

5. Adoption of this Resolution shall not invalidate any action taken or proceedings undertaken pursuant to any prior enactments on the same subject.

6. This Resolution shall be operative as of the date of adoption.

APPROVED AND ADOPTED this 11th day of December, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-104 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of December, 2012 the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

APPENDIX A

OFFICERS, EMPLOYEES AND OTHER PERSONS TO BE COVERED BY THE CITY OF MORENO VALLEY CONFLICT OF INTEREST CODE

DESIGNATED OFFICERS AND EMPLOYEES	DISCLOSURE CATEGORY
City Council:	
Council Member	2
City Boards and Commissions:	
Member of the Planning Commission	2
City Attorney's Office:	
City Attorney	2
Assistant City Attorney	1
Deputy City Attorney	1
City Clerk's Office:	
City Clerk	1
Executive Assistant to Mayor and City Council	1
City Manager's Office:	
City Manager	2
Assistant City Manager	1
Assistant to the City Manager	1

Community and Economic Development Department:

Director	1
Building Division Manager/Building Official	1
Building Inspector II	1
Code & Neighborhood Services Official	1
Senior Code Compliance Officer	1
Code Compliance Officer II	1
Senior Parking Control Officer	1
Parking Control Officer	1
Planning Division Manager/Planning Official	1
Senior Planner	1
Associate Planner	1
Business Support & Neighborhood Programs Administrator	1
Senior Financial Analyst	1
Management Analyst	1
Housing Program Specialist	1
Housing Program Coordinator	1
Engineering Division Manager	1
Senior Engineer	1
Associate Engineer	1
Construction Inspector	1
Management Analyst (LD)	1
Storm Water Program Manager	1
Associate Environmental Engineer	1
Environmental Analyst	1

Financial & Administrative Services:

Director/City Treasurer	2
Financial Operations Division Manager	1
Treasury Operations Division Manager	1
Technology Services Division Manager	1
Budget Officer	1
Special Districts Division Manager	1
Special Districts Program Manager	1
Landscape Districts Program Manager	1
Landscape Development Coordinator	1
Senior Management Analyst	1
Management Analyst	1

Senior Landscape Services Inspector	1
Special Districts Budget and Accounting Supervisor	1

Fire Department:

Fire Marshall	1
Fire Safety Specialist	1
Fire Inspector I	1
Fire Inspector II	1
Fire Prevention Technician	1
Office of Emergency Management & Volunteer Services Program Manager	1

Human Resources Department:

Director	1
Senior Human Resources Analyst	1
Human Resourced Analyst	1
Purchasing & Facilities Division Manager	1
Animal Services Division Manager	1
Library Services Division Manager	1
Principal Librarian	1
Librarian	1
Library Circulation Supervisor	1

Parks & Community Services:

Director	1
Parks Maintenance Division Manager	1
Parks Project Coordinator	1
Parks Maintenance Supervisor	1
Recreation Supervisor	1
Community Services Supervisor	1
Recreation Services Division Manager	1
Children Services Supervisor	1
Parks & Community Services Division Manager	1

Public Works Department:

Director/City Engineer	1
Deputy Public Works Director/Assistant City Engineer	1
Senior Engineer, P.E.	1

Senior Traffic Engineer	1
Traffic Operations Supervisor	1
Transportation Division Manager/City Traffic Engineer	1
Associate Engineer	1
Senior Engineering Technician	1
Engineering Technician II	1
Construction Inspector	1
Maintenance & Operations Division Manager	1
Street Maintenance Supervisor	1
Senior Management Analyst	1
Management Analyst	1
Management Assistant	1
Electric Utility Division Manager	1
Electric Utility Program Coordinator	1
Senior Electrical Engineer	1
Senior Financial Analyst	1
Financial Analyst	1

Consultant:

(Person or entity under contract to the City who provides information, advice, recommendations or counsel to the City or who is subject to control or direction of the City)	1

APPENDIX B

DISCLOSURE CATEGORIES

General Provisions:
Designated officers and employees, including board and commission members, who are required to disclose financial interests pursuant to conflict of interest codes approved by the City Council, need not disclose any financial interest to which all of the following conditions attach at the time of filing a required financial disclosure statement and which were true during all of any period of time covered by such statement:

(a) The interest is in the form of ownership of a security, which is registered with the Securities and Exchange Commission of the United States Government.

(b) The interest constitutes one-half (1/2) of one percent (1%) or less of the total ownership interest in the business entity represented by the security.

(c) There is no executory contract with a value greater than one thousand dollars ($1,000) and which is within the purview of designated employee's board, commission, department or office, between the City and the business entity represented by the security.

(d) The headquarters and the principal place of doing business of the business entity represented by the security are outside of the jurisdiction of the City.

Disclosure Categories:

1. Must report financial interests in all categories of the Statement of Economic Interest subject to the limitations listed above.

2. Persons in this category are already required to disclose and report investments, income, and interests in real property under §87200 and following of the Government Code or pursuant to requirements of another conflict of interest code requiring the same or more extensive reportable interests. Therefore, no other or additional disclosure requirements are imposed by this Code and such persons are included herein only for disqualification purposes.

3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

Attachment 2

RESOLUTION NO. SA 2012-105

A RESOLUTION OF THE CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING A CONFLICT OF INTEREST CODE BY REFERENCE TO THE FAIR POLITICAL PRACTICES COMMISSION'S STANDARD MODEL CONFLICT OF INTEREST CODE, AND REPEALING ALL PRIOR ENACTMENTS ON THE SAME SUBJECT

WHEREAS, the Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation 2 California Code of Regulations, §18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act; and

WHEREAS, On January 10, 2012, following the dissolution of the Community Redevelopment Agency, the City Council elected to have the City of Moreno Valley serve as the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley pursuant to Health & Safety Code Section 34173(d)(1). The Agency is responsible for winding down the affairs of the Redevelopment Agency; and

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley, has previously duly approved and adopted a Conflict of Interest Code by reference to the standard model Conflict of Interest Code; and

WHEREAS, said previously adopted Code should now be amended in respect to the designation of employees who are subject to the Code;

NOW, THEREFORE, THE CITY COUNCIL AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The terms of 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendices in which members and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code for all designated employees of the Agency.

2. Members of the City Council, the City Manager, the City Attorney, the City Treasurer, members of the Planning Commission and, pursuant to §4(C) of the Model Conflict of Interest Code, other designated employees, including members of other boards/committees and commissions holding designated positions, (listed on Appendix A attached hereto and incorporated herein by this reference) and having a disclosure category which requires the filing of a Statement of Economic Interest (described on Appendix B attached hereto and incorporated herein by this reference), shall file their Statement of Economic Interest with the City Clerk, to whom the City Council hereby delegates the authority to carry out the duties of Filing Officer who will make the statements available for public inspection and reproduction. (Gov. Code §81008) The City Clerk will retain statements for all designated employees. The City Clerk shall forward to the Fair Political Practices Commission a copy of each Statement of Economic Interest filed by a member of the City Council, by the City Manager, by the City Attorney, by the City Treasurer, or by a member of the Planning Commission.

3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

4. Adoption of this Resolution shall not invalidate any action taken or proceedings undertaken pursuant to any prior enactments on the same subject.

5. This Resolution shall be operative as of the date of adoption.

APPROVED AND ADOPTED this 11th day of December, 2012.

_____
Mayor

ATTEST:

_____
Secretary

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. SA 2012-105 was duly and regularly adopted by the City Council at a regular meeting thereof held on the 11th day of December, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Agency Members, Mayor, Mayor Pro Tem)

_____

SECRETARY

(SEAL)

APPENDIX A

CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

DESIGNATED OFFICERS AND EMPLOYEES	DISCLOSURE CATEGORY
CITY AS SUCCESSOR AGENCY:	
Members of the City Council	2
City Manager	2
City Attorney	2
Deputy City Attorney	1
City Clerk	1
Economic & Community Development Director	1
Business Support & Neighborhood Programs Administrator	1
Housing Program Coordinator	1
(Person or entity under contract to the City as Successor Agency who provides information, advice, recommendations or counsel to the Agency or who is subject to control or direction of the Agency)	1

APPENDIX B

DISCLOSURE CATEGORIES

General Provisions:

Designated officers and employees, including board and commission members, who are required to disclose financial interests pursuant to conflict of interest codes approved by the City Council, need not disclose any financial interest to which all of the following conditions attach at the time of filing a required financial disclosure statement and which were true during all of any period of time covered by such statement:

(a) The interest is in the form of ownership of a security, which is registered with the Securities and Exchange Commission of the United States Government.

(b) The interest constitutes one-half (1/2) of one percent (1%) or less of the total ownership interest in the business entity represented by the security.

(c) There is no executory contract with a value greater than one thousand dollars ($1,000) and which is within the purview of designated employee's board, commission, department or office, between the City and the business entity represented by the security.

(d) The headquarters and the principal place of doing business of the business entity represented by the security are outside of the jurisdiction of the City.

Disclosure Categories:

1. Must report financial interests in all categories of the Statement of Economic Interest subject to the limitations listed above.

2. Persons in this category are already required to disclose and report investments, income, and interests in real property under §87200 and following of the Government Code or pursuant to requirements of another conflict of interest code requiring the same or more extensive reportable interests. Therefore, no other or additional disclosure requirements are imposed by this Code and such persons are included herein only for disqualification purposes.

3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

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MV00187767

RESOLUTION NO. CSD 2012-22

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, READOPTING A CONFLICT OF INTEREST CODE BY REFERENCE TO THE FAIR POLITICAL PRACTICES COMMISSION'S STANDARD MODEL CONFLICT OF INTEREST CODE, AND REPEALING ALL PRIOR ENACTMENTS ON THE SAME SUBJECT

WHEREAS, the Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation 2 California Code of Regulations, §18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act; and

WHEREAS, the City Council acting in their respective capacity as President and Members of the Board of Directors of the District ("Board"), has previously duly approved and adopted a Conflict of Interest Code by reference to the standard model Conflict of Interest Code; and

WHEREAS, said previously adopted Code should now be amended in respect to the designation of employees who are subject to the Code;

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. All prior enactments of the City Council acting in their respective capacity as President and Members of the Board of Directors of the District ("Board") in respect to adoption of a Conflict of Interest Code are hereby repealed, effective on the operative date of this Resolution.

2. The terms of 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendices in which members and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code for all designated employees of the District.

3. Members of the City Council, the City Manager, the City Attorney, the City Treasurer, members of the Planning Commission, and pursuant to §4(C) of the Model Conflict of Interest Code, other designated employees, including members of other boards/committees and commissions holding designated positions, (listed on Appendix A attached hereto and incorporated herein by this reference) and having a disclosure category which requires the filing of a Statement of Economic Interest (described on Appendix B attached hereto and incorporated herein by this reference), shall file their Statement of Economic Interest with the City Clerk, to whom the City Council hereby delegates the authority to carry out the duties of Filing Officer who will make the statements available for public inspection and reproduction. (Gov. Code §81008) The City Clerk will retain statements for all designated employees. The City Clerk shall forward to the Fair Political Practices Commission a copy of each Statement of Economic Interest filed by a member of the City Council, by the City Manager, by the City Attorney, by the City Treasurer, or by a member of the Planning Commission.

4. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

5. Adoption of this Resolution shall not invalidate any action taken or proceedings undertaken pursuant to any prior enactments on the same subject.

6. This Resolution shall be operative as of the date of adoption.

APPROVED AND ADOPTED this 11th day of December, 2012.

_____
President

ATTEST:

_____
Secretary

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution CSD No. 2012-22 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 11th day of December, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Board Members, Vice President and President)

_____

CITY CLERK

(SEAL)

APPENDIX A

DESIGNATED OFFICERS AND EMPLOYEES	DISCLOSURE CATEGORY
Members of the City Council, ex officio, as Directors of the District	2
General Manager	2
District Legal Counsel	2
Assistant District Legal Counsel	1
Deputy District Legal Counsel	1
City Clerk	1
Public Works Director	1
Deputy Public Works Director/Assistant City Engineer	1
Parks and Community Services Director	1
Parks & Community Services Division Manager	1
Special Districts Division Manager	1
Special Districts Program Manager	1
Landscape Development Coordinator	1
Senior Landscape Services Inspector	1
Special Districts Budget and Accounting Supervisor	1
Management Analyst (Special Districts)	1
Senior Management Analyst (Special Districts)	1

Consultant:

(Person or entity under contract
to the Community Services District

who provides information, advice,
recommendations or counsel to the District or
who is subject to control or direction of the District) 1

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APPENDIX B

DISCLOSURE CATEGORIES

General Provisions:
Designated officers and employees, including board and commission members, who are required to disclose financial interests pursuant to conflict of interest codes approved by the City Council, need not disclose any financial interest to which all of the following conditions attach at the time of filing a required financial disclosure statement and which were true during all of any period of time covered by such statement:

(a) The interest is in the form of ownership of a security, which is registered with the Securities and Exchange Commission of the United States Government.

(b) The interest constitutes one-half (1/2) of one percent (1%) or less of the total ownership interest in the business entity represented by the security.

(c) There is no executory contract with a value greater than one thousand dollars ($1,000) and which is within the purview of designated employee's board, commission, department or office, between the City and the business entity represented by the security.

(d) The headquarters and the principal place of doing business of the business entity represented by the security are outside of the jurisdiction of the City.

Disclosure Categories:

1. Must report financial interests in all categories of the Statement of Economic Interest subject to the limitations listed above.

2. Persons in this category are already required to disclose and report investments, income, and interests in real property under §87200 and following of the Government Code or pursuant to requirements of another conflict of interest code requiring the same or more extensive reportable interests. Therefore, no other or additional disclosure requirements are imposed by this Code and such persons are included herein only for disqualification purposes.

3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

RESOLUTION NO. HA 2012-07

A RESOLUTION OF THE MORENO VALLEY HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING A CONFLICT OF INTEREST CODE BY REFERENCE TO THE FAIR POLITICAL PRACTICES COMMISSION'S STANDARD MODEL CONFLICT OF INTEREST CODE, AND REPEALING ALL PRIOR ENACTMENTS ON THE SAME SUBJECT

WHEREAS, the Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation 2 California Code of Regulations, §18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act; and

WHEREAS, The Moreno Valley Housing Authority was created by the City Council on March 28, 2011 to carry out responsibilities as delineated under the Housing Authority Law. The members of the City Council are the Commissioners for the Housing Authority; and

WHEREAS, the Housing Authority acting in their respective capacity as Chairman and Commissioners of the Housing Authority, has previously duly approved and adopted a Conflict of Interest Code by reference to the standard model Conflict of Interest Code; and

WHEREAS, said previously adopted Code should now be amended in respect to the designation of employees who are subject to the Code;

NOW, THEREFORE, THE COMMISSIONERS OF THE MORENO VALLEY HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The terms of 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendices in which members and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code for all designated employees of the Authority.

2. Members of the City Council, the City Manager, the City Attorney, the City

Treasurer, members of the Planning Commission and, pursuant to §4(C) of the Model Conflict of Interest Code, other designated employees, including members of other boards/committees and commissions holding designated positions, (listed on Appendix A attached hereto and incorporated herein by this reference) and having a disclosure category which requires the filing of a Statement of Economic Interest (described on Appendix B attached hereto and incorporated herein by this reference), shall file their Statement of Economic Interest with the City Clerk, to whom the City Council hereby delegates the authority to carry out the duties of Filing Officer who will make the statements available for public inspection and reproduction. (Gov. Code §81008) The City Clerk will retain statements for all designated employees. The City Clerk shall forward to the Fair Political Practices Commission a copy of each Statement of Economic Interest filed by a member of the City Council, by the City Manager, by the City Attorney, by the City Treasurer, or by a member of the Planning Commission.

3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

4. Adoption of this Resolution shall not invalidate any action taken or proceedings undertaken pursuant to any prior enactments on the same subject.

5. This Resolution shall be operative as of the date of adoption.

APPROVED AND ADOPTED this 11th day of December, 2012.

_____
Chairperson

ATTEST:

_____
Secretary

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Housing Authority of the City of Moreno Valley, California, do hereby certify that Resolution No. HA 2012-07 was duly and regularly adopted by the Commissioners of the Moreno Valley Housing Authority at a regular meeting thereof held on the 11th day of December, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Commissioners, Vice Chairperson, Chairperson)

_____

SECRETARY

(SEAL)

APPENDIX A

MORENO VALLEY HOUSING AUTHORITY

DESIGNATED OFFICERS AND EMPLOYEES	DISCLOSURE CATEGORY
MORENO VALLEY HOUSING AUTHORITY:	
Members of the City Council, ex officio, as Directors of the HA	2
Executive Director	2
Assistant Executive Director	1
Deputy Executive Director	1
Housing Authority Counsel	2
Housing Authority Special Counsel	1
Housing Authority Secretary	1
Community and Economic Development Director	1
Finance Officer	2
Housing Authority Human Resources Director	1
Consultant:	
(Person or entity under contract to the Housing Authority who provides information, advice, recommendations or counsel to the Authority or who is subject to control or direction of the Authority)	1

APPENDIX B

DISCLOSURE CATEGORIES

General Provisions:
Designated officers and employees, including board and commission members, who are required to disclose financial interests pursuant to conflict of interest codes approved by the City Council, need not disclose any financial interest to which all of the following conditions attach at the time of filing a required financial disclosure statement and which were true during all of any period of time covered by such statement:

(a) The interest is in the form of ownership of a security, which is registered with the Securities and Exchange Commission of the United States Government.

(b) The interest constitutes one-half (1/2) of one percent (1%) or less of the total ownership interest in the business entity represented by the security.

(c) There is no executory contract with a value greater than one thousand dollars ($1,000) and which is within the purview of designated employee's board, commission, department or office, between the City and the business entity represented by the security.

(d) The headquarters and the principal place of doing business of the business entity represented by the security are outside of the jurisdiction of the City.

Disclosure Categories:

1. Must report financial interests in all categories of the Statement of Economic Interest subject to the limitations listed above.

2. Persons in this category are already required to disclose and report investments, income, and interests in real property under §87200 and following of the Government Code or pursuant to requirements of another conflict of interest code requiring the same or more extensive reportable interests. Therefore, no other or additional disclosure requirements are imposed by this Code and such persons are included herein only for disqualification purposes.

3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

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MV00187779

RESOLUTION NO. OB 2012-03

A RESOLUTION OF THE OVERSIGHT BOARD OF SUCCESSOR AGENCY TO THE MORENO VALLEY REDEVELOPMENT AGENCY ADOPTING A CONFLICT OF INTEREST CODE

WHEREAS, the Oversight Board of Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley ("Oversight Board", as applicable) has been established to direct the Successor Agency to take certain actions to wind down the affairs of the Redevelopment Agency in Accordance with the California Health and Safety Code; and

WHEREAS, the Oversight Board desires to adopt a conflict of interest code; and

WHEREAS, a copy of the City's Conflict of Interest Code has been made available for review by the members of the Oversight Board prior to the meeting at which this matter is being considered;

NOW, THEREFORE, THE OVERSIGHT BOARD DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Oversight Board adopts as its Conflict of Interest Code that certain Conflict of Interest Code as approved by Resolution No. 2008-111 of the City Council of the City of Moreno Valley, as that Resolution may be amended from time to time by the City Council. Members of the Oversight Board will report under the Conflict of Interest Code in the manner required for Planning Commissioners of the City of Moreno Valley.

SECTION 2. The Secretary shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 28th day of March, 2012.

Chairperson
Oversight Board of Successor
Agency to Community
Redevelopment Agency of the
City of Moreno Valley

ATTEST:

Oversight Board Secretary

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Kandace Baptiste, Secretary of the Oversight Board of the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, California, do hereby certify that Resolution No. OB 2012-03 was duly and regularly adopted by the Board Members of the Successor Agency Oversight Board at a regular meeting thereof held on the 28th day of March, 2012 by the following vote:

AYES: Board Members, Slawson, Carlson, Kakish, Dada, Strickler, Garcia, and Chairman Moss

NOES: None

ABSENT: None

ABSTAIN: None

Kandace S. Baptiste

SECRETARY

MINUTES - REGULAR MEETING OF NOVEMBER 27, 2012
(Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00187783

APPROVALS	
BUDGET OFFICER	<BudgetOfficer>
CITY ATTORNEY	<CityAttorney>
CITY MANAGER	<CityManager>

Report to City Council

TO: Mayor and City Council; City Council Serving as the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley; President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD); and Chairperson and Members of the Moreno Valley Housing Authority

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: December 11, 2012

TITLE: READOPTING CONFLICT OF INTEREST CODE

RECOMMENDED ACTION

Recommendations:

1. The City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD), adopt Resolution No. CSD 2012-22, readopting a Conflict of Interest Code to amend the list of designated employees having filing requirements, and repeal all prior enactments on the same subject.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

SUMMARY

On June 12, 2012, pursuant to §87306.5 of the California Government Code, the City Council directed its agencies to review their Conflict of Interest Codes and determine whether changes were necessary. Such review and determination have been made, and the results are now presented to the City Council for its approval.

BACKGROUND

The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially to determine whether it is accurate, or alternatively, whether the code must be amended. If a change is necessitated, an amended code must be submitted to the City Council, as code reviewing body, for review and adoption.

The proposed amendments to the code are reflected only in certain designated employees, which have either been added, deleted or have had title changes. These changes are being proposed on the recommendation of the respective department heads.

On January 10, 2012, following the dissolution of the Community Redevelopment Agency, the City Council elected to have the City of Moreno Valley serve as the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley pursuant to Health & Safety Code Section 34173(d)(1). The Agency is responsible for winding down the affairs of the Redevelopment Agency.

On March 28, 2012, the Oversight Board of Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley adopted its Conflict of Interest Code, as approved by Resolution No. 2008-111 of the City Council, as that Resolution may be amended from time to time by the City Council. Members of the Oversight Board shall report under the Conflict of Interest Code Disclosure Category "2."

The Moreno Valley Housing Authority was created by the City Council on March 28, 2011 to carry out responsibilities as delineated under the Housing Authority Law. On January 24, 2012, per Resolution No. HA 2012-02 and pursuant to Section 34278 of the Health & Safety Code, the Commissioners of the Housing Authority adopted by reference the Conflict of Interest Code set forth in City Council Resolution 2010-87, as may be amended or replaced, as the procedures affecting conflict of interest involving the Housing Authority.

The members of the City Council are the Commissioners for the Housing Authority. The proposed Code is substantially the same as the City Code heretofore adopted, except the list of persons who would be subject to the Code.

Adoption of the proposed resolution and the amended Conflict of Interest Code will ensure compliance with State law provisions.

The recommended revisions of designated positions are as follows:

1. FOR THE CITY CODE:

<u>City Attorney</u>

None

City Clerk's Department

None

City Manager's Office

None

Community and Economic Development Department
(Community Economic Department and Economic Development Department were consolidated; Land Development Division and Storm Water Management Division were moved under CEDD)

Engineering Division Manager (added)

Senior Engineer (added)
Associate Engineer (added)
Construction Inspector (added)
Management Analyst, LD (added)
Business Support & Neighborhood Programs Administrator (added)
Redevelopment & Neighborhood Programs Administrator (deleted)

Development Services Coordinator (deleted)

Storm Water Program Manager (added)
Associate Environmental Engineer (added)
Associate Engineer (added)
Environmental Analyst

Financial & Administrative Services Department
(Special District Division was moved under F&ASD)

Special Districts Division Manager (added)
Special Districts Program Manager (added)
Landscape Districts Program Manager (added)
Senior Management Analyst (added)
Management Analyst (added)
Landscape Development Coordinator (added)
Senior Landscape Services Inspector (added)
Special Districts Budget and Accounting Supervisor (added)

Purchasing & Facilities Division Manager (deleted)
Animal Services Division Manager (deleted)

Fire Department

Fire Prevention Technician (added)

Human Resources Department
Risk Division Manager (deleted)
Human Resourced Analyst (added)
Purchasing & Facilities Division Manager (added)
Animal Services Division Manager (added)
Library Services Division Manager (added)
Principal Librarian (added)
Librarian (added)
Library Circulation Supervisor (added)

Library Department (deleted)
(Library Department was moved under Human Resources Department)
Library Director (deleted)

Parks and Community Services Department

Parks & Community Services Division Manager (added)

Public Works Department

Engineering Division Manager (deleted)
Associate Environmental Manager (deleted)
Environmental Analyst (deleted)

Special Districts Division Manager (deleted)
Special Districts Program Manager (deleted)
Landscape Districts Program Manager (deleted)
Landscape Development Coordinator (deleted)
Senior Landscape Services Inspector (deleted)
Special Districts Budget and Accounting Supervisor (deleted)
Storm Water Program Manager (deleted)
Financial Analyst (added)

2. FOR THE CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY CODE:

Members of City Council as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
City Manager
City Attorney
Deputy City Attorney
City Clerk
Economic & Community Development Director
Business Support & Neighborhood Programs Administrator
Housing Program Coordinator

Consultant (Person or entity under contract to the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley who provides information, advice, recommendations or counsel to the Agency or who is subject to control or direction of the Agency)

Each position listed in the City as Successor Agency Code is already included in the City Code, therefore, no additional reporting requirements will ensue from inclusion in the City as Successor Agency Code. Positions are included only for the disqualification aspects arising out of City as Successor Agency business, when applicable.

3. FOR THE COMMUNITY SERVICES DISTRICT CODE:

Parks & Community Services Division Manager (added)
Management Analyst (Special District) (added)
Senior Management Analyst (Special District) (added)

Each position listed in the Community Services Code is already included in the City Code, therefore, no additional reporting requirements will ensue from inclusion in the CSD Code. Positions are included only for the disqualification aspects arising out of CSD business, when applicable.

4. FOR THE MORENO VALLEY HOUSING AUTHORITY CODE

Members of the City Council, ex officio, as Directors of the Housing Authority
Executive Director (City Manager)
Assistant Executive Director
Deputy Executive Director (Community & Economic Development Director)
Housing Authority Counsel
Housing Authority Special Counsel
Housing Authority Secretary
Finance Officer (F&AS Director)
Housing Authority Human Resources Director
Housing Program Specialist
Housing Program Coordinator

Consultant (Person or entity under contract to the Moreno Valley Housing Authority who provides information, advice, recommendations or counsel to the Authority or who is subject to control or direction of the Authority)

Each position listed in the Moreno Valley Housing Authority Code is already included in the City Code, therefore, no additional reporting requirements will ensue from inclusion in the HA Code. Positions are included only for the disqualification aspects arising out of HA business, when applicable.

ALTERNATIVES

Not applicable. In order to comply with the California Government Code, such review and determination are required.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

NOTIFICATION

Publication of the agenda

ATTACHMENTS

1. Proposed City Council Resolution
2. Proposed City as Successor Agency Resolution
3. Proposed CSD Resolution
4. Proposed Housing Authority (HA) Resolution
5. Resolution No. OB 2012-03, a Resolution of the Oversight Board of Successor Agency Adopting a Conflict of Interest Code

Prepared By:
Name
Title

Department Head Approval:
Jane Halstead
City Clerk, CMC

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. CSD 2012-22

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, READOPTING A CONFLICT OF INTEREST CODE BY REFERENCE TO THE FAIR POLITICAL PRACTICES COMMISSION'S STANDARD MODEL CONFLICT OF INTEREST CODE, AND REPEALING ALL PRIOR ENACTMENTS ON THE SAME SUBJECT

WHEREAS, the Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation 2 California Code of Regulations, §18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act; and

WHEREAS, the City Council acting in their respective capacity as President and Members of the Board of Directors of the District ("Board"), has previously duly approved and adopted a Conflict of Interest Code by reference to the standard model Conflict of Interest Code; and

WHEREAS, said previously adopted Code should now be amended in respect to the designation of employees who are subject to the Code;

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. All prior enactments of the City Council acting in their respective capacity as President and Members of the Board of Directors of the District ("Board") in respect to adoption of a Conflict of Interest Code are hereby repealed, effective on the operative date of this Resolution.

2. The terms of 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendices in which members and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code for all designated employees of the District.

3. Members of the City Council, the City Manager, the City Attorney, the City Treasurer, members of the Planning Commission, and pursuant to §4(C) of the Model Conflict of Interest Code, other designated employees, including members of other boards/committees and commissions holding designated positions, (listed on Appendix A attached hereto and incorporated herein by this reference) and having a disclosure category which requires the filing of a Statement of Economic Interest (described on Appendix B attached hereto and incorporated herein by this reference), shall file their Statement of Economic Interest with the City Clerk, to whom the City Council hereby delegates the authority to carry out the duties of Filing Officer who will make the statements available for public inspection and reproduction. (Gov. Code §81008) The City Clerk will retain statements for all designated employees. The City Clerk shall forward to the Fair Political Practices Commission a copy of each Statement of Economic Interest filed by a member of the City Council, by the City Manager, by the City Attorney, by the City Treasurer, or by a member of the Planning Commission.

4. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

5. Adoption of this Resolution shall not invalidate any action taken or proceedings undertaken pursuant to any prior enactments on the same subject.

6. This Resolution shall be operative as of the date of adoption.

APPROVED AND ADOPTED this 11th day of December, 2012.

_____
President

ATTEST:

_____
Secretary

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution CSD No. 2012-22 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 11th day of December, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Board Members, Vice President and President)

_____

CITY CLERK

(SEAL)

APPENDIX A

DESIGNATED OFFICERS AND EMPLOYEES	DISCLOSURE CATEGORY
Members of the City Council, ex officio, as Directors of the District	2
General Manager	2
District Legal Counsel	2
Assistant District Legal Counsel	1
Deputy District Legal Counsel	1
City Clerk	1
Public Works Director	1
Deputy Public Works Director/Assistant City Engineer	1
Parks and Community Services Director	1
Parks & Community Services Division Manager	1
Special Districts Division Manager	1
Special Districts Program Manager	1
Landscape Development Coordinator	1
Senior Landscape Services Inspector	1
Special Districts Budget and Accounting Supervisor	1
Management Analyst (Special Districts)	1
Senior Management Analyst (Special Districts)	1

Consultant:

(Person or entity under contract
to the Community Services District

who provides information, advice,
recommendations or counsel to the District or
who is subject to control or direction of the District) 1

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APPENDIX B

DISCLOSURE CATEGORIES

General Provisions:
Designated officers and employees, including board and commission members, who are required to disclose financial interests pursuant to conflict of interest codes approved by the City Council, need not disclose any financial interest to which all of the following conditions attach at the time of filing a required financial disclosure statement and which were true during all of any period of time covered by such statement:

(a) The interest is in the form of ownership of a security, which is registered with the Securities and Exchange Commission of the United States Government.

(b) The interest constitutes one-half (1/2) of one percent (1%) or less of the total ownership interest in the business entity represented by the security.

(c) There is no executory contract with a value greater than one thousand dollars ($1,000) and which is within the purview of designated employee's board, commission, department or office, between the City and the business entity represented by the security.

(d) The headquarters and the principal place of doing business of the business entity represented by the security are outside of the jurisdiction of the City.

Disclosure Categories:

1. Must report financial interests in all categories of the Statement of Economic Interest subject to the limitations listed above.

2. Persons in this category are already required to disclose and report investments, income, and interests in real property under §87200 and following of the Government Code or pursuant to requirements of another conflict of interest code requiring the same or more extensive reportable interests. Therefore, no other or additional disclosure requirements are imposed by this Code and such persons are included herein only for disqualification purposes.

3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

MINUTES - REGULAR MEETING OF NOVEMBER 27, 2012
(Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00187797

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council; City Council Serving as the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley; President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD); and Chairperson and Members of the Moreno Valley Housing Authority

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: December 11, 2012

TITLE: READOPTING CONFLICT OF INTEREST CODE

RECOMMENDED ACTION

Recommendations:

1. Adopt Resolution No. HA 2012-07, readopting a Conflict of Interest Code to amend the list of designated employees having filing requirements, and repealing all prior enactments on the same subject.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

SUMMARY

On June 12, 2012, pursuant to §87306.5 of the California Government Code, the City Council directed its agencies to review their Conflict of Interest Codes and determine whether changes were necessary. Such review and determination have been made, and the results are now presented to the City Council for its approval.

BACKGROUND

The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially to determine whether it is accurate, or alternatively, whether

the code must be amended. If a change is necessitated, an amended code must be submitted to the City Council, as code reviewing body, for review and adoption.

The proposed amendments to the code are reflected only in certain designated employees, which have either been added, deleted or have had title changes. These changes are being proposed on the recommendation of the respective department heads.

On January 10, 2012, following the dissolution of the Community Redevelopment Agency, the City Council elected to have the City of Moreno Valley serve as the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley pursuant to Health & Safety Code Section 34173(d)(1). The Agency is responsible for winding down the affairs of the Redevelopment Agency.

On March 28, 2012, the Oversight Board of Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley adopted its Conflict of Interest Code, as approved by Resolution No. 2008-111 of the City Council, as that Resolution may be amended from time to time by the City Council. Members of the Oversight Board shall report under the Conflict of Interest Code Disclosure Category "2."

The Moreno Valley Housing Authority was created by the City Council on March 28, 2011 to carry out responsibilities as delineated under the Housing Authority Law. On January 24, 2012, per Resolution No. HA 2012-02 and pursuant to Section 34278 of the Health & Safety Code, the Commissioners of the Housing Authority adopted by reference the Conflict of Interest Code set forth in City Council Resolution 2010-87, as may be amended or replaced, as the procedures affecting conflict of interest involving the Housing Authority.

The members of the City Council are the Commissioners for the Housing Authority. The proposed Code is substantially the same as the City Code heretofore adopted, except the list of persons who would be subject to the Code.

Adoption of the proposed resolution and the amended Conflict of Interest Code will ensure compliance with State law provisions.

The recommended revisions of designated positions are as follows:

1. FOR THE CITY CODE:

<u>City Attorney</u>

None

<u>City Clerk's Department</u>

None

City Manager's Office

None

Community and Economic Development Department
(Community Economic Department and Economic Development Department were consolidated; Land Development Division and Storm Water Management Division were moved under CEDD)

Engineering Division Manager (added)

Senior Engineer (added)
Associate Engineer (added)
Construction Inspector (added)
Management Analyst, LD (added)
Business Support & Neighborhood Programs Administrator (added)
Redevelopment & Neighborhood Programs Administrator (deleted)

Development Services Coordinator (deleted)

Storm Water Program Manager (added)
Associate Environmental Engineer (added)
Associate Engineer (added)
Environmental Analyst

Financial & Administrative Services Department
(Special District Division was moved under F&ASD)

Special Districts Division Manager (added)
Special Districts Program Manager (added)
Landscape Districts Program Manager (added)
Senior Management Analyst (added)
Management Analyst (added)
Landscape Development Coordinator (added)
Senior Landscape Services Inspector (added)
Special Districts Budget and Accounting Supervisor (added)

Purchasing & Facilities Division Manager (deleted)
Animal Services Division Manager (deleted)

Fire Department

Fire Prevention Technician (added)

Human Resources Department
Risk Division Manager (deleted)

Human Resourced Analyst (added)
Purchasing & Facilities Division Manager (added)
Animal Services Division Manager (added)
Library Services Division Manager (added)
Principal Librarian (added)
Librarian (added)
Library Circulation Supervisor (added)

Library Department (deleted)
(Library Department was moved under Human Resources Department)
Library Director (deleted)

Parks and Community Services Department

Parks & Community Services Division Manager (added)

Public Works Department

Engineering Division Manager (deleted)
Associate Environmental Manager (deleted)
Environmental Analyst (deleted)

Special Districts Division Manager (deleted)
Special Districts Program Manager (deleted)
Landscape Districts Program Manager (deleted)
Landscape Development Coordinator (deleted)
Senior Landscape Services Inspector (deleted)
Special Districts Budget and Accounting Supervisor (deleted)
Storm Water Program Manager (deleted)
Financial Analyst (added)

2. FOR THE CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY CODE:

Members of City Council as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
City Manager
City Attorney
Deputy City Attorney
City Clerk
Economic & Community Development Director
Business Support & Neighborhood Programs Administrator
Housing Program Coordinator

Consultant (Person or entity under contract to the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley who provides

information, advice, recommendations or counsel to the Agency or who is subject to control or direction of the Agency)

Each position listed in the City as Successor Agency Code is already included in the City Code, therefore, no additional reporting requirements will ensue from inclusion in the City as Successor Agency Code. Positions are included only for the disqualification aspects arising out of City as Successor Agency business, when applicable.

3. FOR THE COMMUNITY SERVICES DISTRICT CODE:

Parks & Community Services Division Manager (added)
Management Analyst (Special District) (added)
Senior Management Analyst (Special District) (added)

Each position listed in the Community Services Code is already included in the City Code, therefore, no additional reporting requirements will ensue from inclusion in the CSD Code. Positions are included only for the disqualification aspects arising out of CSD business, when applicable.

4. FOR THE MORENO VALLEY HOUSING AUTHORITY CODE

Members of the City Council, ex officio, as Directors of the Housing Authority
Executive Director (City Manager)
Assistant Executive Director
Deputy Executive Director (Community & Economic Development Director)
Housing Authority Counsel
Housing Authority Special Counsel
Housing Authority Secretary
Finance Officer (F&AS Director)
Housing Authority Human Resources Director
Housing Program Specialist
Housing Program Coordinator

Consultant (Person or entity under contract to the Moreno Valley Housing Authority who provides information, advice, recommendations or counsel to the Authority or who is subject to control or direction of the Authority)

Each position listed in the Moreno Valley Housing Authority Code is already included in the City Code, therefore, no additional reporting requirements will ensue from inclusion in the HA Code. Positions are included only for the disqualification aspects arising out of HA business, when applicable.

ALTERNATIVES

Not applicable. In order to comply with the California Government Code, such review and determination are required.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

NOTIFICATION

Publication of the agenda

ATTACHMENTS

1. Proposed City Council Resolution
2. Proposed City as Successor Agency Resolution
3. Proposed CSD Resolution
4. Proposed Housing Authority (HA) Resolution
5. Resolution No. OB 2012-03, a Resolution of the Oversight Board of Successor Agency Adopting a Conflict of Interest Code

Prepared By:
Name
Title

Department Head Approval:
Jane Halstead
City Clerk, CMC

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. HA 2012-07

A RESOLUTION OF THE MORENO VALLEY HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING A CONFLICT OF INTEREST CODE BY REFERENCE TO THE FAIR POLITICAL PRACTICES COMMISSION'S STANDARD MODEL CONFLICT OF INTEREST CODE, AND REPEALING ALL PRIOR ENACTMENTS ON THE SAME SUBJECT

WHEREAS, the Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation 2 California Code of Regulations, §18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act; and

WHEREAS, The Moreno Valley Housing Authority was created by the City Council on March 28, 2011 to carry out responsibilities as delineated under the Housing Authority Law. The members of the City Council are the Commissioners for the Housing Authority; and

WHEREAS, the Housing Authority acting in their respective capacity as Chairman and Commissioners of the Housing Authority, has previously duly approved and adopted a Conflict of Interest Code by reference to the standard model Conflict of Interest Code; and

WHEREAS, said previously adopted Code should now be amended in respect to the designation of employees who are subject to the Code;

NOW, THEREFORE, THE COMMISSIONERS OF THE MORENO VALLEY HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The terms of 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendices in which members and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code for all designated employees of the Authority.

2. Members of the City Council, the City Manager, the City Attorney, the City

Treasurer, members of the Planning Commission and, pursuant to §4(C) of the Model Conflict of Interest Code, other designated employees, including members of other boards/committees and commissions holding designated positions, (listed on Appendix A attached hereto and incorporated herein by this reference) and having a disclosure category which requires the filing of a Statement of Economic Interest (described on Appendix B attached hereto and incorporated herein by this reference), shall file their Statement of Economic Interest with the City Clerk, to whom the City Council hereby delegates the authority to carry out the duties of Filing Officer who will make the statements available for public inspection and reproduction. (Gov. Code §81008) The City Clerk will retain statements for all designated employees. The City Clerk shall forward to the Fair Political Practices Commission a copy of each Statement of Economic Interest filed by a member of the City Council, by the City Manager, by the City Attorney, by the City Treasurer, or by a member of the Planning Commission.

3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

4. Adoption of this Resolution shall not invalidate any action taken or proceedings undertaken pursuant to any prior enactments on the same subject.

5. This Resolution shall be operative as of the date of adoption.

APPROVED AND ADOPTED this 11th day of December, 2012.

_____
Chairperson

ATTEST:

_____
Secretary

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Housing Authority of the City of Moreno Valley, California, do hereby certify that Resolution No. HA 2012-07 was duly and regularly adopted by the Commissioners of the Moreno Valley Housing Authority at a regular meeting thereof held on the 11th day of December, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Commissioners, Vice Chairperson, Chairperson)

_____

SECRETARY

(SEAL)

APPENDIX A

MORENO VALLEY HOUSING AUTHORITY

DESIGNATED OFFICERS AND EMPLOYEES	DISCLOSURE CATEGORY
MORENO VALLEY HOUSING AUTHORITY:	
Members of the City Council, ex officio, as Directors of the HA	2
Executive Director	2
Assistant Executive Director	1
Deputy Executive Director	1
Housing Authority Counsel	2
Housing Authority Special Counsel	1
Housing Authority Secretary	1
Community and Economic Development Director	1
Finance Officer	2
Housing Authority Human Resources Director	1
Consultant:	
(Person or entity under contract to the Housing Authority who provides information, advice, recommendations or counsel to the Authority or who is subject to control or direction of the Authority)	1

APPENDIX B

DISCLOSURE CATEGORIES

General Provisions:
Designated officers and employees, including board and commission members, who are required to disclose financial interests pursuant to conflict of interest codes approved by the City Council, need not disclose any financial interest to which all of the following conditions attach at the time of filing a required financial disclosure statement and which were true during all of any period of time covered by such statement:

(a) The interest is in the form of ownership of a security, which is registered with the Securities and Exchange Commission of the United States Government.

(b) The interest constitutes one-half (1/2) of one percent (1%) or less of the total ownership interest in the business entity represented by the security.

(c) There is no executory contract with a value greater than one thousand dollars ($1,000) and which is within the purview of designated employee's board, commission, department or office, between the City and the business entity represented by the security.

(d) The headquarters and the principal place of doing business of the business entity represented by the security are outside of the jurisdiction of the City.

Disclosure Categories:

1. Must report financial interests in all categories of the Statement of Economic Interest subject to the limitations listed above.

2. Persons in this category are already required to disclose and report investments, income, and interests in real property under §87200 and following of the Government Code or pursuant to requirements of another conflict of interest code requiring the same or more extensive reportable interests. Therefore, no other or additional disclosure requirements are imposed by this Code and such persons are included herein only for disqualification purposes.

3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

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MV00187809

MINUTES - REGULAR MEETING OF NOVEMBER 27, 2012
(Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00187811

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RHH
CITY MANAGER	MJ

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: December 11, 2012

TITLE: ADOPTION OF FY 2013-2014 CDBG AND HOME PROGRAM OBJECTIVES AND POLICIES

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a Public Hearing to allow for the community to comment on the needs of low-and-moderate income residents in Moreno Valley, including the CDBG Target Areas.

2. Approve the proposed CDBG and HOME Program Objectives and Policies for the 2013-2014 Program Year.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

Every year, the Department of Housing and Urban Development (HUD) allocates federal grant monies to the City of Moreno Valley known as the Community Development Block Grant (CDBG) and the HOME Investment Partnership Program (HOME). These grants are used to provide services to benefit low-and-moderate income persons (see Attachment 1 for the 2012 Income Levels). Eligible CDBG grant activities range from social services to capital improvements to business and employment development. HOME funds must be used toward the development of affordable housing programs. Attachment 2 details eligible and ineligible activities for both programs. HUD requires that cities concentrate their programs in areas determined to contain residents of which at least 51% earn low-to-moderate incomes, these areas

are referred to as 'CDBG Target Areas'. For a map of Moreno Valley's CDBG Target Areas see Attachment 3.

Each entitlement city must also prepare a Consolidated Plan that establishes CDBG activities for a five year period. Moreno Valley's last Consolidated Plan was adopted in FY 2008-09 and will remain in effect through the end of FY 2012-13 or June 30, 2013. For each individual Consolidated Plan year, entitlement cities must adopt a separate planning document called the Annual Action Plan. The Annual Action Plan identifies how the City will allocate both CDBG and HOME funds for the upcoming year while meeting the goals established in the Consolidated Plan. Each Annual Action Plan must include up-to-date Objectives and Policies for both CDBG and HOME Programs.

DISCUSSION

The CDBG and HOME program year activities are structured so that HUD will receive the 2013-14 Annual Action Plan by the mandatory federal deadline of May 9, 2013. Prior to submittal, the City is required to complete a series of sequential activities including three Public Hearings to:

1. Adopt current Objectives and Policies (tonight),
2. Recommend CDBG and HOME Project Selections to Council (March 2013), and
3. Adopt the program year Annual Action Plan (end of April 2013).

These activities must be completed on schedule for the FY 2013-14 Annual Action Plan to be submitted on time.

Before a City can begin the project selection process for CDBG and HOME, HUD requires a jurisdiction to complete a mandatory 'Citizen Participation Process' and adopt objectives and policies that reflect the current needs of the community.

Moreno Valley's 'Citizen Participation Process'

The 'Citizen Participation Process' is intended to encourage active and informed participation in the CDBG and HOME Programs by the community. Each year as part of this process, Moreno Valley holds community-based meetings and Public Hearings to receive input on the current 'needs' of its low-to-moderate income residents. Attendees are asked to comment on issues and problems affecting low-to-moderate income persons so that the City make informed funding decisions.

Comments received at these meetings are taken into consideration when forming the Objectives and Policies for the program year. The City held two public meetings during the month of October 2012. The first Community Meeting was held the morning of Monday, October 29, 2012 at the Moreno Valley Council Chambers and the second meeting was held the evening of Tuesday, October 30, 2012 at the Moreno Valley Conference and Recreation Center. Attachment 4 provides comments that were received from residents and service providers who attended the meetings.

Purpose of Objectives and Policies

In accordance with HUD's requirements, Moreno Valley's Objectives and Policies must be re-evaluated each year to ensure they adequately reflect the current needs of the community. The updated Objectives and Policies must then be adopted by the City Council for the upcoming CDBG and HOME program year. Objectives and Policies primarily focus on: (1) defining the City's funding priorities, (2) offering project selection criteria, and (3) providing guidance for staff when reviewing and recommending programs and projects for funding. Both are distributed to non-profit agencies who are interested in applying for funding to develop a local social service program in Moreno Valley and convey important information about the eligible categories of programs and the City's priorities for local organizations.

For the last 5 years, the City has worked with the same eight objectives and four policies but this year would like to introduce one new policy. Over the past few years, staff has observed an influx of providers submitting grant applications that propose similar services and programs. Staff feels that if the non-profits were open to combining their limited resources and staff, their programs could be significantly stronger and would like to encourage the collaborations by creating a policy that rewards the collaborating group with additional points on their application during the evaluation process. Please see Attachment 5 for the description of this and other policies and objectives.

This Year's (2013-14) Recommendation of Priority Ranking under the 'Public Services' Objective

An eligible use of CDBG monies is 'Public Services.' Public Services can include but not limited to food banks, homeless shelters, specialized counseling, foster youth services, etc. that benefit the City's low income households. HUD limits the monies that can be used toward Public Services to 15% of the overall annual CDBG allocation, which for Moreno Valley averages approximately $280,000 per year. Because these particular monies are very limited and the demand is so high, staff has established a priority ranking within this objective category that assists in reaching decisions on which programs are best suited for the community within a given year.

After comprehensive research, including consideration of public input and review of various program reports, including those provided by the City's local non-profits currently serving the City's low-and-moderate income population, staff recommends the following priority ranking under the Public Service Objective:

(1) 'Basic Needs' Related Social Services Programs (such as rental assistance, utility assistance, and emergency food programs)
(2) Employment Services/Programs and Job (Skills) Training
(3) Homeless and Homeless Prevention Services and Programs

(4) Budget/Financial Management, and Credit Repair Classes and Counseling
(5) Crime Prevention/Public Safety Services

The City seeks to address the most urgent 'needs' of its residents first. Because of the documented public demand for 'basic needs' related programs, and the City's continuing issues with local unemployment, staff recommends that the top two priorities remain unchanged from last year.

Based on feedback from the City's primary provider of Fair Housing services, market conditions have changed and reports show less demand for foreclosure prevention programs. Consequently, staff has removed that issue from the 'Priority Ranking' and instead at the urging of community service providers have added 'Homeless and Homeless Prevention Services and Programs' to the priority list. With limited occupancy at the local shelters and growing waiting lists, coupled with this year's end to the Homelessness Prevention and Rapid Recovery Grant (HPRP) Program, local community providers are experiencing a spike in the needs associated with the local homeless.

For months, the City has engaged in ongoing discussions with subgrantees about the ability of program participants to manage their individual finances. Several City subgrantees had voiced that some households had a difficult time budgeting their income appropriately (for a variety of reasons whether sudden unemployment, increased costs of living, personal spending habits, etc.) which in many cases lead to mismanagement and/or need for not just one time assistance but continued subsidy assistance. For the second year in a row, the issues of finances/budget/credit repair were discussed during the community meetings, securing a place for Budget/Financial Management, and Credit Repair Classes and Counseling in the 'priority ranking.'

ALTERNATIVES

1. Staff recommends that the City Council conduct a Public Hearing, receive comments, and adopt the proposed CDBG and HOME Objectives and Policies as listed on Attachment 5. Doing so will meet HUD's requirements, as well as provide the public and staff with direction regarding funding proposals for FY 2013-14.

2. The City Council may amend or reprioritize any of the proposed Objectives and Policies.

FISCAL IMPACT

The approval of Objectives and Policies for the Fiscal Year 2013-14 Annual Action Plan will not impact other City funding, including the General Fund. CDBG and HOME funds are restricted funding sources to be used exclusively for projects and programs allowed by HUD regulations and may not be used to fund other general government programs and services. It is important to note that, the CDBG and HOME funds are HUD grants and do not require matching funds.

Objectives and Policies are needed for staff to begin the budget process for FY 2013-14 CDBG and HOME Programs. To ensure the timely receipt of the 2013-14 CDBG and HOME entitlement allocations, the entire process (including project selection and submittal of the Annual Action Plan to HUD) must be completed by May 9, 2013.

At the time of this staff report submittal, the federal government has not yet approved the grant allocations. However, based on last fiscal year's entitlement allocations, staff estimates the 2013-14 CDBG grant to be approximately $1.8 million and HOME grant to be approximately $460,000.

CITY COUNCIL GOALS

Approval of this proposed action would support the following Council goals:

1.	Revenue Diversification & Preservation	By utilizing CDBG and HOME funds the City will enhance its ability to create a stable revenue base and fiscal policies that will support essential City services.
2.	Public Safety	Many of the proposed CDBG and HOME programs will directly or indirectly help to provide a secure environment for people and property in the community.
3.	Positive Environment	The variety of community-based CDBG and HOME programs help develop and/or contribute to a positive environment in the community.
4.	Community Image, Neighborhood Pride & Cleanliness	CDBG and HOME programs such as Code Enforcement and Housing Rehabilitation will help to preserve, rehabilitate, and improve Moreno Valley's neighborhoods.

SUMMARY

Objectives and Policies must be included in the Annual Action Plan update to HUD in order to receive Fiscal Year 2013-14 CDBG and HOME entitlement grant allocations. Staff feels the previous eight objectives and four policies continue to work well; however one new policy that encourages non-profit collaboration for groups providing similar programs is being proposed. See Attachment 5. As far as priority ranking within the 'Public Service' Objective -research and community input show that demand for basic needs services such as rental assistance, utility assistance, and food continues; as does unemployment. This has prompted staff to recommend to keep 'basic needs' programs and employment services/job skills training as top "Public Service' priorities. Additionally, staff recommends adding homeless/homeless prevention programs and budget/financial management (credit repair) classes and counseling as priority rankings. It is recommended the Council adopt the revised objectives and priorities established for FY 2013-14. Once adopted, HUD will also review the Objectives and Policies for compliance with CDBG and HOME regulations.

NOTIFICATION

Notice of this meeting was published in the local section of *The Press-Enterprise* newspaper on November 25, 2012.

ATTACHMENTS

Attachment 1: 2012 Income Limits Table
Attachment 2: Eligible & Ineligible Grant Activities
Attachment 3: CDBG Target Areas Map
Attachment 4: Minutes from Community Meetings
Attachment 5: Proposed CDBG and HOME Objectives and Policies 2013-2014
Attachment 6: PowerPoint, Objectives and Policies

Prepared By:
Isa Rojas
Management Analyst

Department Head Approval:
Barry Foster
Community & Economic Development Director

Concurred By:
Dante G. Hall
Business Support & Neighborhood Programs Administrator

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

2012 INCOME LIMITS

Effective February 9, 2012 - Revised Annually

Neighborhood Preservation Division

Annual Income Level	% of Area Median	Number of Persons In Household							
		1	2	3	4	5	6	7	8
Extremely Low Income	30%	$14,100	$16,100	$18,100	$20,100	$21,750	$23,350	$24,950	$26,550
Very Low Income	50%	$23,450	$26,800	$30,150	$33,500	$36,200	$38,900	$41,550	$44,250
60% Limits (HOME)	60%	$28,140	$32,160	$36,180	$40,200	$43,440	$46,680	$49,860	$53,100
Low Income	80%	$37,550	$42,900	$48,250	$53,600	$57,900	$62,200	$66,500	$70,800
Median Income	100%	$44,300	$50,650	$56,950	**$63,300**	$68,350	$73,450	$78,500	$83,550
Moderate Income	120%	$53,150	$60,750	$68,350	$75,950	$82,050	$88,100	$94,200	$100,250

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MV00187819

Eligible CDBG Activities

- Acquisition, design, construction, rehabilitation, or installation of certain publicly owned facilities such as:

  - Parks, playgrounds and recreational facilities.
  - Senior centers, except 24-hour care facilities.
  - Neighborhood facilities.
  - Fire protection facilities and equipment.
  - Parking facilities.
  - Street improvements.
  - Flood, drainage, or sewer facilities.
  - Other improvements vital to a community's development.

- Acquisition of property that is: of historic value; appropriate for beautification or conservation of open spaces; appropriate for low or moderate income housing.
- Clearance and demolition of buildings and land which may be a health hazard to the community. Interim assistance or temporary help to alleviate harmful or dangerous conditions.
- Removal of architectural barriers which restrict the mobility of handicapped persons.
- Rehabilitation and preservation of buildings and improvements, both publicly and privately owned.
- Code enforcement in designated target areas.
- Historic preservation activities.
- Eligible economic development activities.
- Eligible planning and environmental design costs.
- Public services including, but not limited to: fair housing activities, public safety services, homeless services, senior citizen services, educational programs, youth services, drug abuse counseling & treatment and recreation programs.

Ineligible CDBG Activities

- Buildings for the general conduct of government, such as city halls, courthouses, and police stations.
- Stadiums, sports arenas, auditoriums, museums and central libraries
  (Note: branch libraries may be built in CDBG Target Areas).
- Purchase of equipment such as construction equipment, fire protection equipment, furnishings, and personal property.
- Schools
- Airports, subways, bus or other stations.
- Hospitals, nursing homes, and other medical facilities.
- Treatment works for liquid industrial wastes or sewage.
- Expenses of general government for operation and maintenance of public facilities.
- Political activities.

- Direct income payments to residents.

Eligible HOME Activities

- Loans and grants provided by Participating Jurisdictions (the City of Moreno Valley is a Participating Jurisdiction) to develop and support affordable rental housing and homeownership affordability through acquisition, new construction, reconstruction, or rehabilitation of non-luxury housing (including manufactured housing).
- Operating expenses and capacity building costs for eligible Community Housing Development Organizations (CHDO).
- Eligible administrative and planning costs.

Ineligible HOME Activities

- Project reserve accounts or operating subsidies.
- Tenant-based rental assistance for the special purposes of the Section 8 program.
- To provide non-federal matching contributions.
- To provide assistance to annual contributions for the operation of public housing.
- Modernization of public housing.
- Prepayment of low-income housing mortgages.
- Assistance to a project previously assisted with HOME funds during the period of affordability.

ATTACHMENT 3
City of Moreno Valley CDBG Target Areas

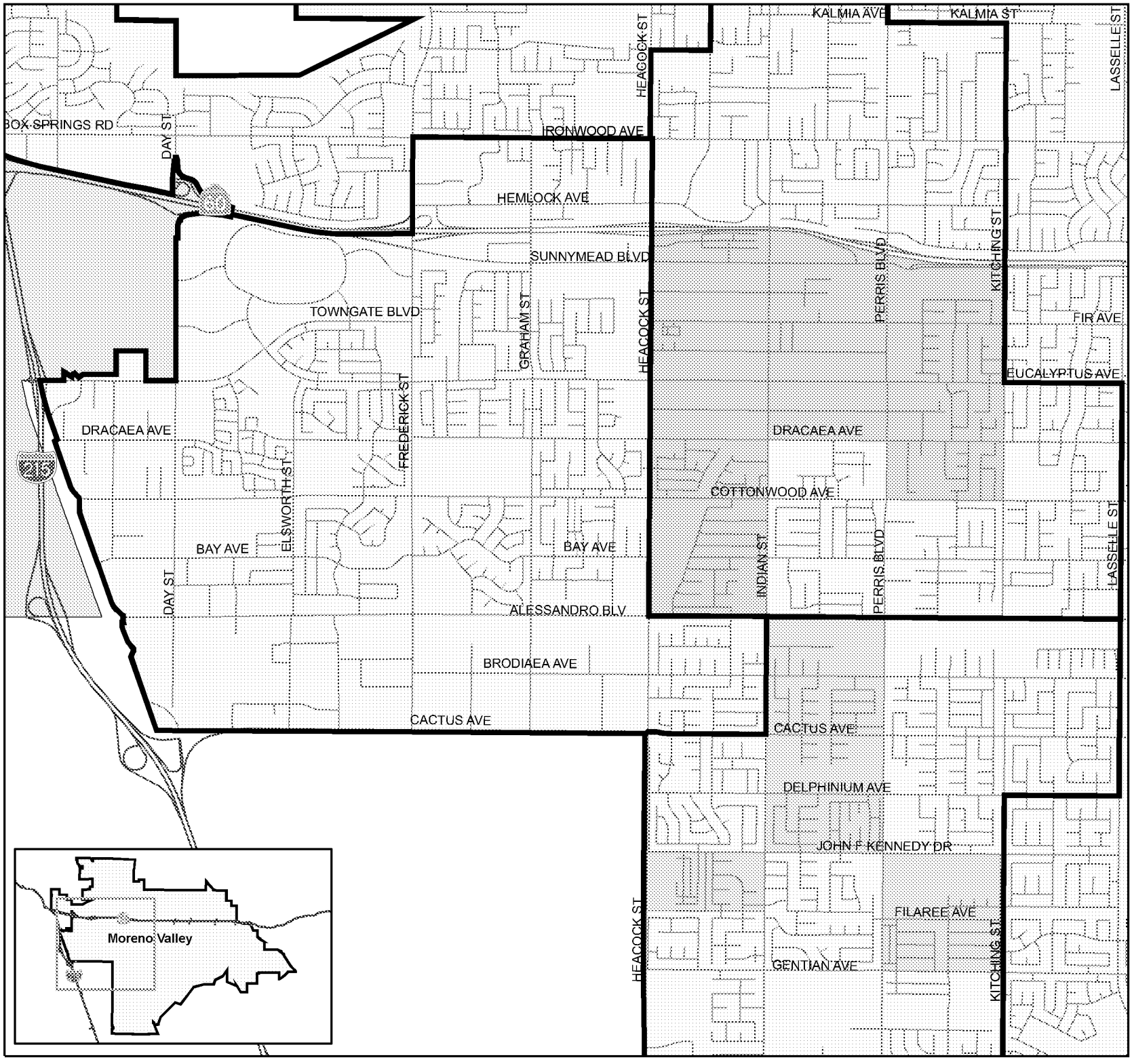

CDBG Districts

- District 1
- District 4
- District 5
- Council District Boundaries
- Moreno Valley
- Riverside

N

0 1,250 2,500 Feet

0 0.25 0.5 Miles

Map Produced by Moreno Valley Geographic Information System

Geographic Information in:
State Plane NAD 83 California Zone 6 Feet
G:\ArcMap\Code\
CDBG_target_areas_1007.mxd
October 30, 2007

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map.

MORENO VALLEY
WHERE DREAMS SOAR

MV00187822

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MV00187823

MINUTES FROM COMMUNITY MEETINGS

COMMUNITY NEEDS ASSESSMENT MEETING 1
Moreno Valley City Hall – Council Chambers
October 29, 2012
10:00 a.m. – 11:30 a.m.

Staff members present at the meeting:
Donna Moeller, Housing Program Specialist
Dante Hall, Business Support and Neighborhood Programs Administrator
Isa Rojas, Management Analyst
Diana Vasquez, Housing Program Specialist
Ralph Casteneda, Staff (Analysis of Impediments/Fair Housing Plan) Consultant

Persons present at the meeting:
- Resident requesting to remain anonymous
- Celina Miller & Joe Mota, Coachella Valley Housing Coalition
- Betty Vaughn, Assistance League of Riverside
- Karin Roberts & Christine Morgando, Habitat for Humanity
- Dorothy Grzeskowiak, Friends of the Senior Center and CAP Food Pantry
- Christy Rodriguez & Jeanne Joyce, Family Services Association
- Craig Redelsperger, Community Connect, Inc.
- Norberto Perez, Resident
- Debra Harger, Community Investment Corp. (CIC)
- Romer San Miguel, Riverside Area Rape Crisis Center
- Karen Young-Lowe, Lighthouse Treatment Center
- Rose Mayes & Harold Jones, Fair Housing Council of Riverside County
- Toneya McGinnis, Riverside Faith Temple
- Steve Taylor, Setting the Path

Donna Moeller presented an overview of the CDBG and HOME programs, including historical funding level, and current policies and objectives. Attendees were advised that the purpose of the Needs Assessment Meeting was to solicit input from the community. Attendees were asked to discuss issues they considered as "needed" in the Moreno Valley community as well as trends that they are experiencing and/or hearing about while working with Moreno Valley residents.

The following is a summary of comments made by the attendees:

- It was shared that there continues to be a high public interest for affordable housing. Habitat for Humanity stated that the number of families applying for Habitat for Humanity homes has significantly increased however due to credit issues less and less families are able to qualify for a mortgage. This is presenting a challenge and perhaps a need for credit repair services.

- Outreach for Moreno Valley's youth is a continued necessity. Education programs such as abuse prevention and job training were highlighted as needs.

- Housing and services for homeless veterans was described as limited. Lighthouse Treatment Center has a long waiting list of persons seeking services and to participate in their transitional living program.

- A local affordable rental housing complex shared that they also have a waiting list and that even at the affordable rents tenants are having difficulty making their monthly payments.

- The County's telephone referral service program reported having calls from members of the MV community increase by 23% over the last couple of years with the City's residents primarily requesting referrals for: (1) rental assistance, (2) utility assistance, and (3) emergency food and/or food stamps.

COMMUNITY NEEDS ASSESSMENT COMMENTS (CONTINUED)

- One local agency noted that there is an increase in public requests for electricity and gas utility bill payment assistance as well as for water bills, but that water bill payment assistance is not available in the area.

- The Riverside County Fair Housing Agency noted a decrease in need for foreclosure prevention programs but an increase in need for budget counseling, credit repair, and education on how residents can protect themselves from various housing related frauds and scams.

- A resident indicated that her Central Sunnymead neighborhood is currently plagued with drug and gang activity. She attributed part of the problem to absentee landlords and recommended the City consider applying consequences to landlords who constantly have crime occur on their properties. She felt landlords could be educated on how to better screen their tenants. She also commended the City's Problem Oriented Policing Team for their involvement.

- It was shared by the Director of Habitat for Humanity that another community has taken a holistic approach to solving its neighborhood issues. The City or township, assigned a lead (one project manager) to work on one street at a time to address the various issues that residents were experiencing. The program manager worked to connect the residents with appropriate service provider or coordinate with other City Departments in efforts to resolve the issues. Because the project manager serves as the single point of contact an element of trust is developed between the residents and the project manager. It was noted that this method takes time and for the neighborhoods there would be no overnight fix.

- The Family Services Association indicated that issues in the senior community were important. FSA runs a meal program for the Senior Center and indicated that they felt there was a need for supplemental services such as assisting low (limited) income seniors with dentures, glasses, or other general services.

- A local resident felt that the 'Edgemont' area is in need of capital improvements. He stated that due to issues with the water pressure, developers are unable to build in this area, causing it to be overlooked (while the rest of the City progresses). He pointed out that his neighborhood contains unpaved streets, lacks street lighting, and where there were street improvements made, there was no coordination with the water company to build with future development in mind.

- An attendee commented that he felt there was a need for at risk youth programs. He felt the youth community would benefit from job training and other such programs aimed at keeping them out of trouble.

The City's staff consultant announced the City's intent to update its' Analysis of Impediments and Five Year Fair Housing Plan. The group was briefed on what the documents are and the requirements by the Office of Housing and Urban Development (HUD) and was informed on some of the upcoming surveys and workshops.

COMMUNITY NEEDS ASSESSMENT MEETING 2
Conference & Recreation Center – Alessandro Room
October 30, 2012
6:00 p.m. – 7:30 p.m.

Staff members present at the meeting:
Donna Moeller, Housing Program Specialist
Isa Rojas, Management Analyst

Community members present at the meeting:

- Elizabeth Adkins, Resident
- Max M. Aruz, Resident and member of St. Christopher Church
- Norberto Perez, Resident
- Robyn Phillips, Resident

Donna Moeller presented an overview of the CDBG and HOME programs, including historical funding levels, and current policies and objectives. Attendees were advised that the purpose of the Needs Assessment Meeting was to solicit input from the community. Attendees were asked to discuss issues they considered as "needed" in the Moreno Valley community as well as trends that they are experiencing and/or hearing about in working with Moreno Valley residents.

The following is a summary of comments made by the attendees:

- Attendees asked staff to provide more details on the City's project selection process. They inquired about how applications were evaluated and who made the final decisions. Staff explained the application intake process and the evaluation conducted by the Technical Review Committee, followed by Department Head and City Manager review, and ultimately final approval by the City Council during a Public Hearing.

- Attendees asked staff to explain what Fair Housing meant. Staff provided an overview and explained that a new Analysis of Impediments is currently being prepared.

- The group engaged in a detailed discussion about the 'Edgemont' area and its various needs including and most notably its inadequate water system and need for upgraded pipes. A resident expressed concerns about the quality of the water and effects on people who have been drinking it for decades.

- Attendees agreed the area was in need of general upkeep and clean-up. Several felt that the lack of maintenance was attracting a bad element. This concern was re-emphasized several times during the meeting. Attendees continued to state that they felt there is a need to conduct neighborhood clean-ups more frequently than what is currently offered. It was suggested that perhaps the City could create a program where residents could borrow tools or coordinate with volunteers to conduct simple maintenance on their properties.

- A resident urged the City to continue to install street improvements and sidewalks where necessary, especially on streets such as Bay Ave., Brill Road, and those frequented by pedestrians such as streets near Edgemont Elementary. He also suggested the City evaluate the streets surrounding Sunnymead Elementary.

- It was suggested that the area by Old Hwy 215 be improved as it is a main 'gateway' into the City. Staff was asked to assist small businesses on Alessandro (visible storefronts) with counseling as to avoid frequent closures.

- The residents stressed the need for more homeless shelters, and motel vouchers especially since the number of shelter beds is so limited.

- One resident shared that not only was there a limited number of beds in the shelters but there are personality conflicts among the homeless that leads to fighting and persons not wanting to use the shelters.

COMMUNITY NEEDS ASSESSMENT COMMENTS (CONTINUED)

- It was pointed out that a new homeless encampment had been established along the Old 215. The City was asked to consider cutting down trees that seem to attract these encampments.

- It was also pointed out that homeless seem to congregate near Parole Offices and that it would make sense to have homeless shelters and services available near the Parole Offices.

- The group engaged in a discussion regarding mentally ill homeless and homeless veterans. It was commented that the need for services, particularly for these groups was on the rise. One community member felt that homeless veterans could benefit more from independent living programs and training rather than direct monetary assistance.

- A resident suggested that the City consider installing a citywide camera system. It was explained that one is currently underway.

- City staff was asked to be more pro-active in making the public aware of available services and was encouraged to mail lists of available programs to local churches so they may share them with their members.

- City staff was also asked to consider distributing information on programs and scholarship opportunities at community events such as local soccer games and other youth sporting events. They felt that making the information available at these events would remove the intimidation factor that some people may experience when considering contacting government offices.

COMMUNITY NEEDS ASSESSMENT COMMENTS (CONTINUED)

THE FOLLOWING IS A SUMMARY OF NEEDS ASSESSMENT COMMENTS MADE BY WALK-INS, BY PHONE OR BY E-MAIL:

Burt Ashen, Resident at Perris Isle Affordable Senior Complex and Concerned Citizen

Mr. Ashens visited and wrote the City asking staff to consider mandating access to basic television as developer requirement in affordable senior housing complexes. He argued that:

- basic television is a conduit for emergency broadcast system, and necessary (like other utilities) in today's times,
- complexes are already pre-wired to support this service at no cost to the tenant,
- other affordable housing complexes in other cities are currently offering free basic cable,
- cities have the ability to and so should mandate such a service as part of their affordable housing agreements,
- seniors in these affordable complexes have very limited income,
- current television service (because of complex rules for no satellite/dishes) is limited to Time Warner or Verizon. Seniors are at the mercy of the cost of their 'packages' and associated fees,
- access of basic channels to seniors at no or discounted costs would be of no consequence to Time Warner or Verizon.

Mr. Ashens also commented:

- A new advocacy group for seniors has formed. They meet at the senior center several times a week. City staff can reach out to them for more input on senior needs.
- There have been tenant meeting(s) recently at Perris Isle to discuss concerns at the complex. These meetings have become overwhelmingly large with participation and offer another opportunity for City staff to hear about current issues at the local affordable housing complexes.

Norberto Perez, Community member/Concerned Citizen

Mr. Perez attended both Community Meetings but also e-mailed follow-up concerns to the Business Support and Neighborhood Programs Division regarding the City Library. He strongly feels that until the City is able to build a new, larger library it should consider adding more computers (up to 40) at the current site. He indicates that there are always members of the public waiting to use one of the existing 25 computers (10 of which are reserved for children), and he feels that the community demand could be better addressed if the library shelves were slightly reorganized to make space and more computers were added. He also suggested the City consider allowing the public to utilize computers for 2 hour blocks to allow them to complete their business and/or assignments.

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MV00187829

FY 2013-14 Proposed
CDBG & HOME Objectives and Policies

The City of Moreno Valley has established the following Community Development Objectives and Policies in order to give maximum priority to projects and activities that will benefit low-and-moderate income residents. Proposed programs for the upcoming year should fit into one of the categories of Objectives. Staff will abide to the given Policies when reviewing proposed programs for potential funding.

OBJECTIVES *(listed alphabetically)*

Capital Improvement Activities

Acquisition, design, construction, and installation of needed public facilities and improvements located in CDBG income eligible Target Areas where infrastructure is missing or substandard. Public facilities and improvements may include street improvements, storm drains, and water and sewer lines. Improvements shall facilitate pedestrian activity, eliminate flooding, and provide for safer streets within the Target Areas.

Economic Development Activities*

Expanded economic opportunities through micro-enterprise loan programs and counseling as well as employment and job skills programs to create and retain jobs for low-and-moderate persons.

Fair Housing Activities *

The promotion of housing choice and support of state and federal fair housing laws to ensure that all residents have access to a decent home in a suitable living environment in the City. Fair Housing activities are met by promoting and affirmatively furthering equitable housing opportunities through education, counseling, enforcement, and training.

This objective also includes the prevention of foreclosure through counseling, mediation, and case management for homeowners facing mortgage delinquency, default, or any stage of foreclosure, thereby maintaining safe, stable neighborhoods and community.

Health, Safety, and Public Welfare

Eliminating conditions which are detrimental to health, safety, and public welfare through interim rehabilitation, code enforcement, etc.

Historic Preservation*

Restoring and preserving properties formally designated as historic structures.

Housing Activities

Conserving and improving housing stock through rehabilitation of units occupied by low-and-moderate income households. Activities are designed to: (1) improve existing substandard or deteriorated housing stock that does not meet building, safety, or fire code and (2) achieve the goals identified in the City's Consolidated Plan.

Public Service Activities*

Improving the quantity and quality of public services, principally for low-and-moderate income persons, including the homeless, elderly, and disabled. The following services are identified by order of priority:

(1) 'Basic Needs' Related Social Services Programs (such as rental assistance, utility assistance, and emergency food programs)
(2) Employment Services/Programs and Job (Skills) Training
(3) Homeless and Homeless Prevention Services and Programs
(4) Budget/Financial Management, and Credit Repair Classes and Counseling
(5) Crime Prevention/Public Safety Services

Slum or Blight Activities

Elimination of slums and blight in order to prevent the deterioration of City neighborhoods, principally in the CDBG Target Areas.

**** These activities pertain to the CDBG Program only.***

POLICIES *(listed alphabetically)*

In order to meet the objectives and ensure efficient use of CDBG and HOME funds, the following policies have been established:

City Projects and Programs

Certain public improvements, such as storm drains, curb, gutter, and sidewalks may at the Council's discretion be given priority and that provide long term benefits to improve low-and-moderate income CDBG Target Areas. Examples of these City sponsored programs include Code Enforcement activities, Community Policing, and Neighborhood Clean-ups.

Provider Collaboration *(NEW)*

Providers (local non-profits) that intend to provide similar services and programs to Moreno Valley's low-and-moderate residents shall be given funding priority for combining resources and efforts into a single program. Providers complete and submit a single CDBG or HOME application on behalf of the collaborating group. Funding priority would be given at the time of application review in the form of extra points on their overall application.

Local Services

Providers that are located in the City will be given funding priority when they are providing services equivalent to those offered by providers located outside the City.

The ultimate goal is to have services available and accessible within the City limits to serve all residents, especially those of low-and-moderate income. Prior to final selection of projects, other factors such as track record and experience will need to be considered.

Minimum Grant Level

A minimum grant level of $5,000 for CDBG and $25,000 for HOME has been established for the purpose of ensuring the most efficient use of these funds. Priority shall be given to grant requests that exceed $5,000, subject to staffing and administrative capabilities. Grant requests less than $5,000 will be considered at the discretion of the City Council.

Project and Program Funding *

Projects and Programs having other funding sources, in addition to funds requested through CDBG will be given priority. CDBG funding is intended to supplement a project or a program and not be its full funding source. Federal

funding varies from year to year as do the needs of the community. It is therefore important for a project or proposal to sustain itself should CDBG funding not be available. Such an approach will also provide for the maximum leveraging and impact of CDBG monies.

**** These activities pertain to the CDBG Program only.***

MORENO VALLEY

WHERE DREAMS SOAR

Item No. E.1

MORENO VALLEY
WHERE DREAMS SOAR

Community Development Block Grant (CDBG)

Presented By: Barry Foster
Community & Economic Development Director

MV00187835

Moreno Valley has worked
with HUD for 24 years
through CDBG, HOME,
and ADDI

Item No. E.1

In 24 years, HUD has invested $36 million in Moreno Valley to enrich lives through:....

CDBG Target Areas

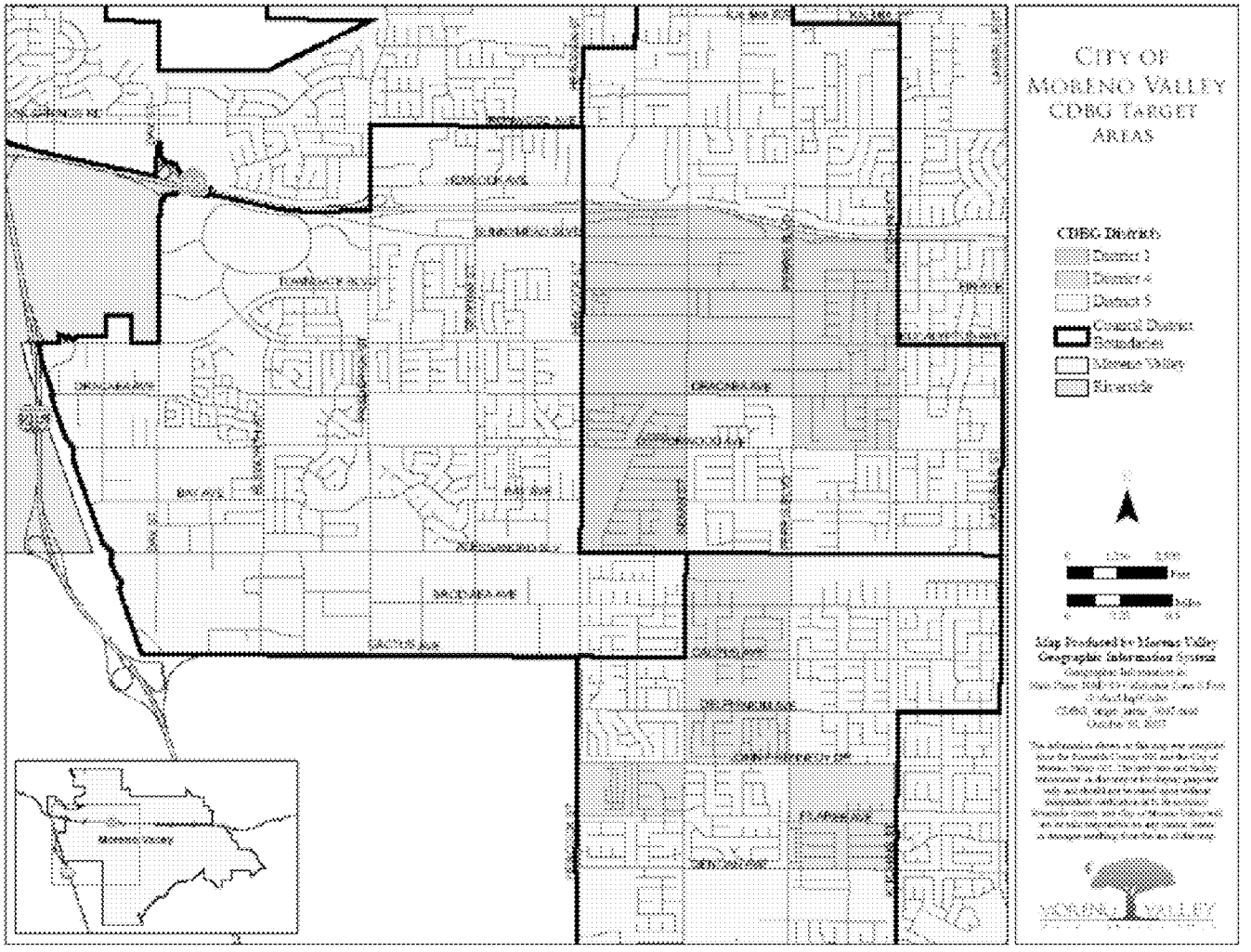

Senior Services

Senior Living

Elderly Transportation

MV00187839

Social Service Objective Priority Ranking:

1. 'Basic Needs' Related Social Services Programs (such as rental assistance, utility assistance, and emergency food programs)
2. Employment Services/Programs and Job (Skills) Training
3. Homeless and Homeless Prevention Services and Programs
4. Budget/Financial Management, and Credit Repair Classes and Counseling
5. Crime Prevention/Public Safety Services

Homeless Shelters and Transitional Living Shelters

Item No. E.1

MV00187842

Career Development Programs

Community Policing

Item No. E.1

MV00187844

Small Business Assistance

Counseling, Workshops, and Support

Neighborhood Clean-ups

Code Enforcement Services

Capital Projects

Street Improvements

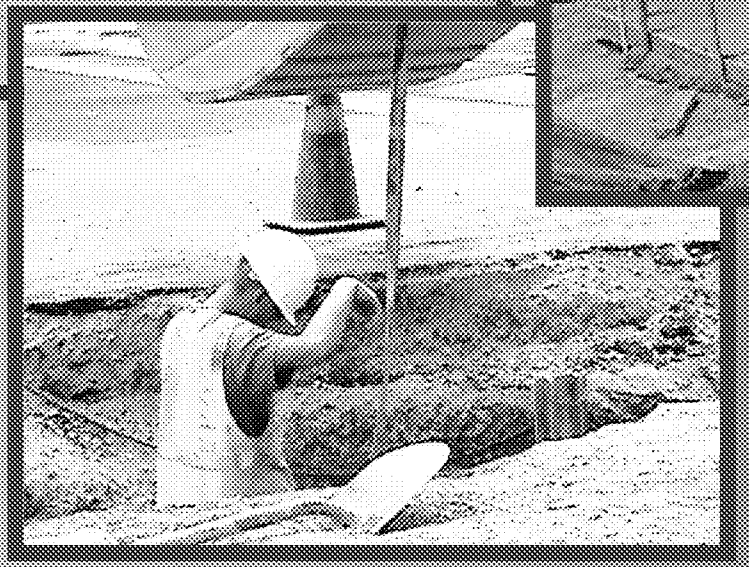

Capital Projects

Neighborhood Parks

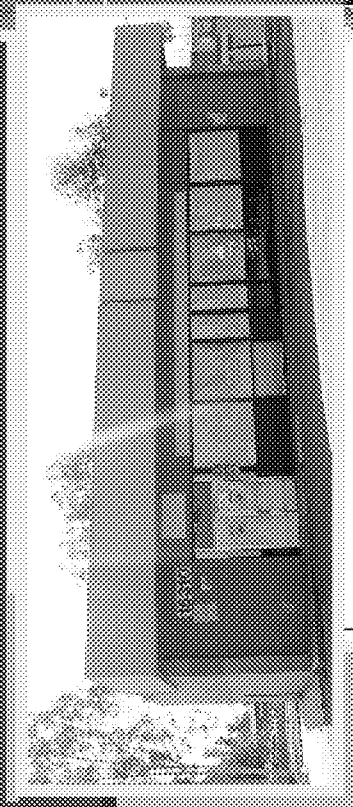

SHEILA PARK

Housing Rehabilitation

Item No. E.1

Affordable Housing

New Construction

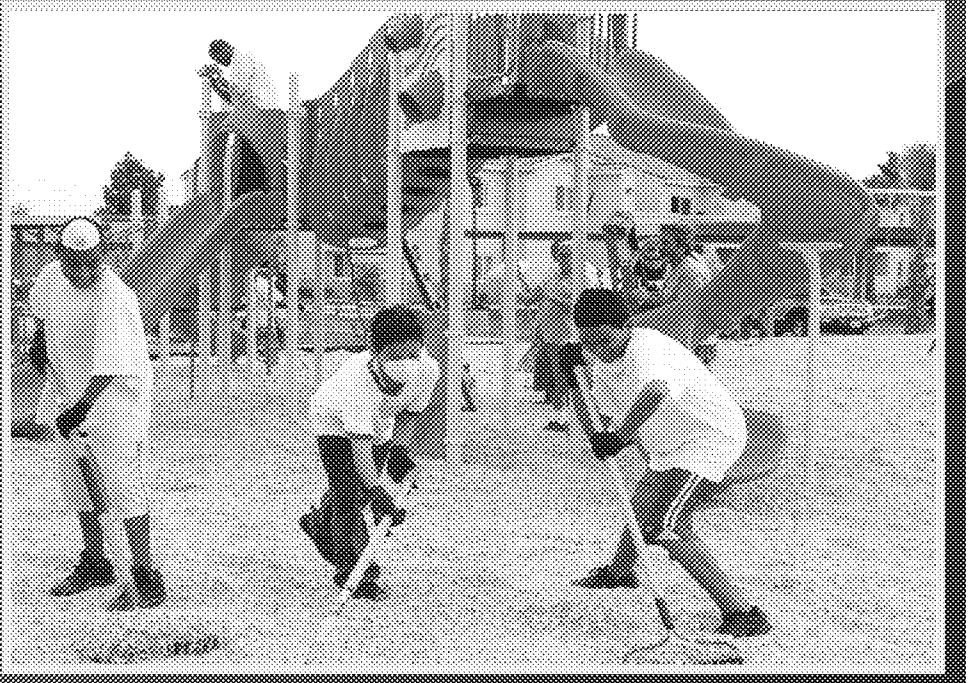

MV00187851

Affordable Homeownership

Youthbuild, Homeownership Assistance Program

Habitat for Humanity Homes

Item No. E.1

MV00187852

Affordable Housing

Multi-Family Rehabilitations

After

Before

MV00187853

MORENO VALLEY

WHERE DREAMS SOAR

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MV00187855

APPROVALS	
BUDGET OFFICER	Caf
CITY ATTORNEY	RLH
CITY MANAGER	MJ

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: December 11, 2012

TITLE: A PUBLIC HEARING FOR THE RPT CENTERPOINTE WEST PROJECT AND RELATED ENVIRONMENTAL IMPACT REPORT. PA12-0019 PROPOSES EITHER A 164,720 SQUARE FOOT (SF) WAREHOUSE BUILDING OR AN ENCLOSED TRUCK STORAGE YARD ON 7.6 ACRES AT THE NORTHEAST CORNER OF CACTUS AVE. AND FREDERICK ST. PA12-0020 PROPOSES ADDING 507,720 SF TO AN EXISTING 779,016 SF WAREHOUSE BUILDING ON 18.6 ACRE AT THE NORTHWEST CORNER OF CACTUS AVE. AND GRAHAM ST. PA12-0021 PROPOSES A 607,920 SF WAREHOUSE BUILDING ON 30 ACRES AT THE NORTHWEST CORNER OF GRAHAM ST. AND BRODIAEA AVE. THE PROJECT WILL REQUIRE THE VACATION OF EXISTING JOY STREET. PA12-0022 PROPOSES A ZONE CHANGE FROM BUSINESS PARK - MIXED USE (BPX) TO LIGHT INDUSTRIAL (LI) FOR 7.6 ACRES AT THE NORTHEAST CORNER OF CACTUS AVENUE AND FREDERICK STREET. THE APPLICANT IS RIDGE MORENO VALLEY, LLC.

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a public hearing for Environmental Impact Report (P12-057), Zone Change application PA12-0022, Plot Plan PA12-0019, Plot Plan PA12-0020, and Plot Plan PA12-0021, and subsequent to the public hearing:

2. **APPROVE** Resolution No. 2012-106 **CERTIFYING** that the Environmental Impact Report (EIR) for the RPT Centerpointe West Project has been completed in compliance with the California Environmental Quality Act, **ADOPTING** Findings and Statement of Overriding Considerations, and **APPROVING** a Mitigation Monitoring Program.

3. **INTRODUCE** Ordinance No. 857 **APPROVING** Zone Change application PA12-0022 for 7.6 acres from Business Park Mixed-Use (BPX) to Light Industrial (LI) as shown on Exhibit A.

4. **APPROVE** Resolution No. 2012-107 **APPROVING** Plot Plan PA12-0019, Plot Plan PA12-0020, and Plot Plan PA12-0021), subject to the attached conditions of approval included as Exhibits A, B and C.

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Planning Commission at its November 29, 2012, meeting approved Planning Commission Resolution No. 2012-29 by a of 5-0 vote, recommending that the City Council certify the Environmental Impact Report for the RPT Centerpointe West project and approved Planning Commission Resolution No. 2012-30 by a of 5-0 vote, recommending approval of Zone Change application PA12-0022, Plot Plan PA12-0019, Plot Plan PA12-0020 and Plot Plan PA129-0021.

BACKGROUND

RPT Centerpointe West Project

The applicant, Ridge Moreno Valley, LLC, has submitted five applications for development of the RPT Centerpointe West Project, which include which includes three plot applications, a zone change application and an EIR, in order to develop 1,280,360 square foot of warehouse distribution buildings in addition to an existing 779,016 square foot warehouse on approximately 56.2 acres located near the northeast corner of Frederick Street and Cactus Avenue (Assessor's Parcel Numbers 297-170-027, -064, -065, -067, -075, -076, & -082). Parcel maps or lot line adjustments/parcels mergers will be required prior to building permit issuance for each of the proposed warehouse facilities.

PA12-0019 – Plot Plan for Building 11

This application proposes two alternatives for the 7.6 acre parcel located at the northeast corner of Frederick Street and Cactus Avenue (APN 297-170-027).

Alternative 1
This alternative proposes to develop a 294 space truck storage facility for use by the adjacent warehouse distribution facility. The truck yard would be screened from view by 14 foot tall perimeter walls of concrete tilt-up construction on all property lines.

Alternative 2
This alternative proposes a 164,720 square foot warehouse distribution building. The warehouse building includes loading docks on the north elevation of the building. The truck court will be screened by 14 foot tall perimeter screen walls of concrete tilt up construction.

PA12-0020 – Plot Plan for Building 4

PA12-0020 proposes to add 507,720 SF to an existing 779,016 SF warehouse building for a total of 1,286,736 SF on an 18.6 acre site located at the northwest of Cactus Avenue and Graham Street (APN 297-170-067, -075, and -076). The existing building is occupied by Harbor Freight.

The exterior of the warehouse addition has been designed and conditioned to match the established architectural design of the existing warehouse facility. The expanded truck court will be screened by 14 foot tall perimeter screen walls of concrete tilt up construction which are conditioned to match the existing perimeter screen wall.

The construction of the building addition will require the vacation of existing Joy Street between Brodiaea Avenue and Cactus Avenue.

PA12-0021 – Plot Plan for Building 3

PA12-0021 proposes to construct a new 607,920 SF warehouse facility on approximately 30 acres located at the northwest corner of Graham Street and Brodiaea Avenue (APN 297-170-064, -065, and -082). This project will replace an existing screened truck storage yard located at this site.

This project requires the vacation of existing Joy Street north of Brodiaea Avenue.

The two truck courts will be screened by 14 foot tall perimeter screen walls of concrete tilt up construction which are conditioned to match the color and design of the building.

PA12-0022 – Zone Change

The 7.6 acre project site at the northeast corner of Frederick Street and Cactus Avenue is currently zoned Business Park Mixed-Use (BPX) with a Business Park (BP) General Plan land use designation.

The Business Park Mixed-Use zone limits warehouse buildings to no more than 50,000 square feet and does not permit outdoor vehicle storage. A Zone Change to Light Industrial (LI) is required to allow the larger building proposed by the project. Both the BPX and LI zones are compatible with the BP General Plan land use designation.

ENVIRONMENTAL

Initial Study/Notice of Preparation

An Initial Study was completed after all discretionary applications were deemed complete. Based on the information within the Initial Study, an Environmental Impact Report (EIR) was recommended to be prepared. A Notice of Preparation for the EIR

was prepared, with the public comment period beginning on August 14, 2012 and ending on September 13, 2012. A public meeting to receive input on the issues to be covered by the EIR was held at City Hall on August 29, 2012.

Draft Environmental Impact Report

Subsequent to that meeting, draft environmental documents were prepared by the environmental consultant Applied Planning, Inc. and submitted to the City and its peer consultant for review.

City staff and the peer review consultant reviewed the draft environmental documents for compliance with the California Environmental Quality Act (CEQA) Guidelines and required revisions to address identified questions and concerns. After revisions were incorporated into the document, the Draft EIR was circulated for a 45-day public review period, starting on September 21, 2012, and ending on November 5, 2012.

The Draft EIR was sent to all required State and local agencies and numerous interested parties as well as to the City's Environmental and Historical Preservation Board. Ten comment letters were provided during the 45-day review period.

Final Environmental Impact Report

Responses to the ten comments received during the 45 day review period are included in the Response to Comments. The Response to Comments and related documents were mailed to all interested parties and responsible agencies on November 16, 2012, to allow for their review prior to Planning Commission hearing, to meet the notice period of 10 days required by CEQA. As was the case with the Draft EIR, the draft Final EIR was provided for public review at City Hall, the City Library and posted on the City's website.

Significant and Unavoidable Impacts

Analysis presented in the EIR indicates that the proposed project will have a number of potentially significant impacts, either as direct result of the proposed project or cumulatively with other proposed projects, on traffic, air quality, and noise. The EIR includes a number of proposed mitigation measures to reduce or eliminate potential significant impacts. Even with proposed mitigation, a number of potential impacts cannot be reduced to a less than significant level. As identified in the EIR, these impacts are considered to be significant and unavoidable.

Although impacts to traffic, air quality, and noise cannot be reduced to less than significant levels, CEQA allows a decision making body to consider a statement of overriding considerations and findings. CEQA requires the decision making agency to balance the economic, legal, social, technological or other benefits of a proposed project against its unavoidable environmental impacts when determining whether to approve the proposed project. This would include project benefits such as the creation

of jobs or other beneficial project features. If the decision making body determines that the benefits of a proposed project outweigh the unavoidable adverse environmental effects, it may approve a statement of overriding considerations and approve the project.

Mitigation Measures

The EIR includes mitigation measures intended to reduce project-specific and cumulative impacts for Traffic and Circulation, Air Quality, Noise, and Biological Resources. All other environmental effects evaluated in the EIR are considered to be less than significant without mitigation. With mitigation, potential impacts to Biological Resources are anticipated to be less than significant.

Mitigation measures are included to reduce the environmental impacts where possible, even where the impacts could not be reduced to less than significant levels. All mitigation measures have also been included as conditions of approval for the project.

Approval and Certification

The City Council will take public testimony on the EIR and project. Before the proposed project can be acted upon, the City Council will need to review the final environmental document before making a decision to either certify or reject the EIR and project Mitigation Monitoring Program.

DISCUSSION

The proposed project is consistent with surrounding properties that are largely developed with warehouse facilities, with a 520,000 square foot warehouse under construction immediately to the west and existing warehouse facilities of 500,000 square feet or greater on properties to the east along Cactus Avenue.

Land uses to the north include vacant Light Industrial zone land and vacant commercial zoned parcels along Alessandro Boulevard. Land uses to the west and northwest include a mix of business park, office and retail uses with numerous governmental offices including City Hall located in close proximity.

Potential impacts to traffic and air quality have been examined through the preparation of a Final Environmental Impact Report. Subject to approval of the Final Environmental Impact Report, the proposed project is consistent with and does not conflict with the goals, objective, policies or programs of the General Plan.

Planning Commission Public Hearing

The Planning Commission public hearing for the project was conducted on November 29, 2012. Following presentation of the staff report, the applicant spoke and answered Commissioner questions related to the project. The representative for Harbor Freight Tools, a potential tenant, also spoke.

There were three public speakers at this meeting. Two speakers stated concerns with the project's environmental document and one speaker was supportive of the project.

Comment letters were received the day of the Planning Commission public hearing from the South Coast Air Quality Management District, the Sierra Club and Johnson & Sedlack. Caltrans also provided a comment letter in response to the circulation of the Final EIR. Copies of the referenced correspondence were provided to the Planning Commission and have been included with the staff report as Attachment 12.

Following public testimony, the Planning Commissioners discussed the project, and then voted 5-0 to recommend that the City Council certify the project EIR and approve the project

ALTERNATIVES

1. Approve the proposed Resolution and Certify that the Environmental Impact Report (EIR) for the RPT Centerpointe West Project has been completed in compliance with the California Environmental Quality Act, **and** Adopt the proposed Ordinance approving Zone Change application PA12-0022 for 7.6 acres from BPX to LI **and** proposed Resolution approving Plot Plans PA12-0019, PA12-0020 and PA12-0021, subject to the attached conditions of approval included as Exhibits A, B and C. **Staff recommends this alternative.**

2. Do not approve the proposed Resolution and Certify that the Environmental Impact Report (EIR) for the RPT Centerpointe West Project has been completed in compliance with the California Environmental Quality Act, **and** do not Adopt the proposed Ordinance approving Zone Change application PA12-0022 for 7.6 acres from BPX to LI **and** do not Approve the proposed Resolution approving Plot Plans PA12-0019, PA12-0020 and PA12-0021. **Staff does not recommend this alternative**.

FISCAL IMPACT

Not applicable.

CITY COUNCIL GOALS

Not applicable.

SUMMARY

This report addresses proposed RPT Centerpointe West project, including the Planning Commission's November 29, 2012, recommendation to Council to certify the RPT Centerpointe West project Final EIR and approve a zone change from BPX to LI and approve Plot Plan applications PA12-0019, PA12-0020, and PA12-0012.

NOTIFICATION

A notice of the public hearing was published in the newspaper, posted at required City locations and at the project site, and mailed to property owners within 300 feet of the proposed project.

As of the date of report preparation, staff had received no public inquiries in response to the noticing for the City Council public hearing for this project.

ATTACHMENTS

1. Public Hearing Notice
2. City Council Proposed Resolution
   Exhibit A – Statement of Overriding Considerations
   Exhibit B – Mitigation Monitoring Program
3. City Council Proposed Ordinance
   Exhibit A – Zone Change Map
4. City Council Proposed Resolution
   Exhibit A – Plot Plan PA12-0019 Conditions of Approval
   Exhibit B – Plot Plan PA12-0020 Conditions of Approval
   Exhibit C – Plot Plan PA12-0021 Conditions of Approval
5. Final EIR
6. Draft EIR
7. Aerial Map
8. PA12-0019 – Project Plans
9. PA12-0020 – Project Plans
10. PA12-0021 – Project Plans
11. Planning Commission Minutes from November 29, 2012 meeting
12. Planning Commission comment letters

Prepared By:
Jeff Bradshaw
Associate Planner

Concurred By:
John C. Terell, AICP
Planning Official

Department Head Approval:
Barry Foster
Community & Economic
Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

ATTACHMENT 1

Notice of PUBLIC HEARING

This may affect your property. Please read.

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Moreno Valley on the following item(s):

CASE: PA12-0019 (Plot Plan)
PA12-0020 (Plot Plan)
PA12-0021 (Plot Plan)
PA12-0022 (Zone Change)
P12-057 (Environmental Impact Report)

APPLICANT: Ridge Moreno Valley, LLC

OWNER: Ridge Moreno Valley, LLC

REPRESENTATIVE: Inland Empire Development Services

LOCATION: Near or at the northeast corner of Frederick Street and Cactus Avenue

PROPOSAL: PA12-0019 proposes either a 164,720 SF warehouse building or an enclosed truck storage yard on 7.6 acres at the northeast corner of Cactus Ave. and Frederick St. PA12-0020 proposes adding 507,720 SF to an existing 779,016 SF warehouse building for a total of 1,286,736 SF on an 18.6 acre site located at the northwest of Cactus Ave. and Graham St. This project requires the vacation of existing Joy Street between Brodiaea Ave. and Cactus Ave. PA12-0021 proposes a new 607,920 SF warehouse facility on approximately 30 acres located at the northwest corner of Graham St. and Brodiaea Ave. This project requires the vacation of existing Joy Street north of Brodiaea Ave. PA12-0022 proposes a Zone Change from BPX to LI for the 7.6 acres located at the northeast corner of Cactus Ave. and Frederick St. Approval of this project will require certification of an EIR.

ENVIRONMENTAL DETERMINATION: Environmental Impact Report

COUNCIL DISTRICT: 5

STAFF RECOMMENDATION: Approval

Any person interested in any listed proposal can contact the Community & Economic Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday), or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The City Council, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing.

LOCATION N ↑

CITY COUNCIL HEARING

City Council Chamber, City Hall
14177 Frederick Street
Moreno Valley, Calif. 92553

DATE: December 11, 2012
TIME: 6:30 PM
CONTACT PLANNER: Jeff Bradshaw
PHONE: (951) 413-3224

Item No. E.2

MV00187864

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MV00187865

RESOLUTION NO. 2012-106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (P12-057), ADOPTION OF THE FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS, AND APPROVAL OF THE MITIGATION MONITORING PROGRAM FOR THE RPT CENTERPOINTE WEST PROJECT, GENERALLY LOCATED AT OR NEAR THE NORTHEAST CORNER OF FREDERICK STREET AND CACTUS AVENUE ON ASSESSOR'S PARCEL NUMBERS 297-170-027, -064, -065, -067, -075, -076, & -08.

WHEREAS, on December 11, 2012, the City Council of the City of Moreno Valley held a public hearing to consider the Environmental Impact Report and all related environmental documentation for the proposed project, which includes Plot Plan PA12-0019 for a 164,720 square foot warehouse or an enclosed truck storage yard, Plot Plan PA12-0020 for a 507,720 square foot addition to an existing 779,016 square foot warehouse for a total of 1,286,736 square feet, Plot Plan PA12-0021 for a 607,920 square foot warehouse and Zone Change application PA12-0022 to change the zoning district for 7.6 acres at the northeast corner of Frederick Street and Cactus Avenue from Business Park Mixed-Use (BPX) to Light Industrial (LI);

WHEREAS, all the applications are related but shall not be approved unless the Environmental Impact Report (P12-057) is certified and approved.

WHEREAS, a Draft Environmental Impact Report (DEIR) was initially prepared for this project. Said DEIR was initially circulated for review on September 21, 2012, while the review period ended on November 5, 2012. A Final EIR, (including the Draft EIR and responses to comments), has been completed and is being recommended for certification, prior to the approval of discretionary permits related to the project.

WHEREAS, on November 19, 2012, the City published a notice in the local newspaper (Press Enterprise) and distributed copies of the draft Final EIR with complete responses to comments to the State Clearinghouse, local agencies and other interested parties;

WHEREAS, on December 11, 2012, the City Council held a public hearing to consider a Final EIR for this project.

WHEREAS on December 11, 2012, the City Council reviewed in full the Final EIR, the Statement of Overriding Considerations and Mitigation Monitoring Program;

WHEREAS, the draft and final EIR concerning the proposed RPT Centerpointe

West Project were prepared in sufficient detail and duly circulated in compliance with the California Environmental Quality Act (CEQA), the State CEQA Guidelines and the City of Moreno Valley Rules and Procedures to Implement CEQA;

WHEREAS, the Final EIR recommended to the City Council includes all responses to comments thereon;

WHEREAS, Final EIR includes a review of potential impacts associated with the implementation of the RPT Centerpointe West Project, including, but not limited to agricultural resources, air quality, climate change and traffic;

WHEREAS, a Mitigation Monitoring Program has been completed to ensure that all of the mitigation measures outlined in the final EIR are implemented, and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the City Council of the City of Moreno Valley does hereby resolve as follows:

1. The City Council certifies that the final Environmental Impact Report (EIR) for the RPT Centerpointe West Project on file with the Community & Economic Development Department, incorporated herein by this reference, has been completed in compliance with the California Environmental Quality Act, that the City Council reviewed and considered the information contained in the final EIR and that the final EIR reflects the City's independent judgment and analysis; and

2. The City Council hereby adopts the Findings and Statement of Overriding Considerations regarding the final EIR for the RPT Centerpointe West Project, attached hereto as Exhibit A; and

3. The City Council hereby approves the Mitigation Monitoring Program for the final EIR for the proposed RPT Centerpointe West Project, attached hereto as Exhibit B.

APPROVED AND ADOPTED this 11th day of December, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-106 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of December, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Facts, Findings and Statement of Overriding Considerations Regarding the Environmental Effects and the Approval of the RPT Centerpointe West Project (State Clearinghouse No. 2012081034)

I. INTRODUCTION

The City Council (this "Council") of Moreno Valley (this "City"), in certifying the EIR for the RPT Centerpointe West Project and approving necessary conditional use permits authorizing the construction of up to 1,281,000 square feet of warehouse/distribution uses (the "Project"), makes the Findings described below and adopts the Statement of Overriding Considerations presented as "Appendix A" of the Findings. The Environmental Impact Report ("EIR") was prepared by the City acting as lead agency pursuant to the California Environmental Quality Act ("CEQA"). Hereafter, unless specifically identified, the Initial Study ("IS"), Notice of Preparation ("NOP"), Notice of Availability & Completion ("NOA/NOC"), Draft EIR ("DEIR"), Technical Studies, Final EIR containing Responses to Comments and textual revisions to the Draft EIR ("FEIR"), and the Mitigation Monitoring Plan ("MMP") will be referred to collectively herein as the "EIR." These Findings are based on the entire record before this Council, including the EIR. This Council adopts the facts and analyses in the EIR, which are summarized below for convenience. The omission of some detail or aspect of the EIR does not mean that it has been rejected by this Council.

II. PROJECT SUMMARY

A. PROJECT DESCRIPTION

1. Site Location

The Project is located in the western portion of the City of Moreno Valley. The Project site consists of approximately 56.2 acres of land located northeasterly of the intersection of Cactus Avenue and Frederick Street, northerly of the March Air Reserve Base (MARB) and approximately one mile easterly of Interstate 215 (I-215). The site is bounded by Cactus Avenue to the south, Frederick Street to the west and Graham Street to the east. Brodiaea

Avenue currently transects the site in an east-west direction, and Alessandro Avenue parallels the site approximately 500 feet to the north. The Project site contains current Assessor's Parcel Numbers (APNs) 297-170-027, -064, -065, -075, -076 and -082.

Properties to the east of the RPT Centerpointe West Project site, between Graham Street and Heacock Street, are currently developed with warehouse/distribution facilities and other light industrial or business park uses as part of the adjacent Centerpointe industrial development. At the southeast corner of Frederick Avenue and Brodiaea Avenue are the existing administrative facilities of the Riverside County Waste Management Department. At the northwest corner of Cactus Avenue and Frederick Street, the Concourse at Centerpointe Project (an approximately 522,000-square-foot warehouse) is currently under construction. Properties between Resource Way and Alessandro Boulevard are developed with business park and office facilities, including the Moreno Valley City Hall. Properties to the north of the Project site are currently vacant, but are General Plan-designated for commercial uses. To the north of Alessandro Boulevard, existing uses include commercial and residential uses. Southerly of the Project site, across Cactus Avenue, is the March Air Reserve Base (MARB). MARB properties located opposite the Project site are currently undeveloped and are designated for "Business Park" uses under the MARB General Plan. Southeasterly of the Project site, across Cactus Avenue, is the March Lifecare Campus Specific Plan (MLCSP).

2. Project Description

Together with necessary supporting improvements, the Project provides for construction of approximately 1.29 million square feet of distribution warehouse uses on an approximately 56-acre site. The entire Project Area is designated for Business Park/Light Industrial land uses by the City's General Plan. Additionally, five of the six existing parcels within the Project Site are currently zoned for Light Industrial (LI) uses. The lone parcel (APN 297-170-027) not zoned for light industrial development is located at the northeast corner of the Cactus Avenue/Frederick Street intersection. This parcel is currently zoned "BPX," or Business Park Mixed Use. The Project proposes a zone change for this parcel, from BPX to LI.

3. Actions Covered by the EIR

The EIR will support the following discretionary approvals:

- EIR Certification;
- Zone change from Business Park to Light Industrial;
- Joy Street Right-of-Way Vacation;
- Development Plan Review; and
- Parcel Map Approval.

B. PROJECT OBJECTIVES

The primary goal of the Project is the development of the subject site with a productive mix of warehouse/distribution uses. Complementary objectives of the Project include the following:

- Expand on the existing productive uses within the Project vicinity;
- Provide jobs-producing, light industrial uses to the City of Moreno Valley and local community;
- Capitalize on the site's proximate regional freeway access;
- Increase economic benefits to the City of Moreno Valley through increased tax generation and job creation; and
- Develop a project that is compatible with surrounding land uses.

III. ENVIRONMENTAL REVIEW AND PUBLIC PARTICIPATION

The City has conducted an extensive review of this Project which included the DEIR, FEIR and supporting technical studies, along with a public review and comment period first during the circulation of the NOP/Initial Study and then through the circulation of the DEIR. The following is a summary of the environmental review of this Project:

- On August 10, 2012 the City circulated a Notice of Preparation ("NOP") and the Initial Study that identified the environmental issues that the City anticipated would be analyzed in the Project's DEIR to the State Clearinghouse, responsible agencies, and other interested parties.

- On August 29, 2012, the City conducted a public scoping meeting to allow members of the public to provide comments and input regarding the scope and content of the DEIR.
- The NOP/IS public review period ran for 30 days, from August 13 to September 11, 2012. Written comments on the NOP were received from seven different agencies and organizations. The scope of the issues identified in the comments expressing concern included potential impacts associated with: air quality; cultural resources; land use; and traffic and circulation.
- Based on the Initial Study, included in the DEIR in Appendix A, and comments received pursuant to the NOP, it was determined that some issues need not be addressed in depth in the DEIR because previous studies of other analyses provided sufficient information and analysis to conclude that there was little or no potential for significant impacts. These environmental topics included: (1) Aesthetics; (2) Agriculture and Forest Resources; (3) Biological Resources; (4) Cultural Resources; (5) Geology and Soils; (6) Hydrology and Water Quality; (7) Mineral Resources; (8) Population/Housing; (9) Recreation; and, (10) Utilities and Service Systems.
- On September 21, 2012, the NOA/NOC was filed with the State Clearinghouse and the DEIR was circulated for the 45 day public review, which ended November 5, 2012.
- The City received a total of ten comment letters: seven from public agencies; and three from interested parties or individuals. The City prepared specific responses to all comments. The responses to comments are included in Section 3.0 of the FEIR.
- On November 19, 2012 in accordance with *Public Resources Code* Section 21092.5, the City provided written proposed responses to public agencies that commented on the DEIR.
- On December 11, 2012, the City of Moreno Valley City Council conducted a noticed public hearing to consider the Project and took public comment. Following public testimony and submission of staff recommendations, this Council certified the EIR, adopted these Facts, Findings and the Statement of

Overriding Considerations, which also adopts the Mitigation Monitoring Plan ("MMP"), and the further recommendations in the Staff Report, and approved the Project (collectively the "Approvals").

IV. INDEPENDENT JUDGMENT FINDING

The Applicant retained the independent consulting firm of Applied Planning, Inc. ("Applied Planning") to prepare the EIR for the Project. Applied Planning has prepared the EIR under the supervision, direction and review of the City with the assistance of independent peer reviewers (Urban Logic Consultants and Mountain Pacific). The City of Moreno Valley is the Lead Agency for the preparation of the EIR, as defined by CEQA CPRC Section 21067 as amended. The Council has received and reviewed the EIR prior to certifying the EIR and prior to making any decision to approve or disapprove the Project.

Finding: The EIR for the Project reflects the City's independent judgment. The City has exercised independent judgment in accordance with *Public Resources Code* Section 21082.1(c)(3) in directing the consultant in the preparation of the EIR, as well as reviewing, analyzing and revising material prepared by the consultant.

A. GENERAL FINDING ON MITIGATION MEASURES

In preparing the Approvals for this Project, City staff incorporated the mitigation measures recommended in the EIR as applicable to the Project. In the event that the Approvals do not use the exact wording of the mitigation measures recommended in the EIR, in each such instance, the adopted Approvals are intended to be identical or substantially similar to the recommended mitigation measure. Any minor revisions were made for the purpose of improving clarity or to better define the intended purpose.

Finding: Unless specifically stated to the contrary in these findings, it is this Council's intent to adopt all mitigation measures recommended by the EIR which are applicable to the Project. If a measure has, through error, been omitted from the Approvals or from these Findings, and that measure is not specifically reflected in these Findings, that measure shall be deemed to be adopted pursuant to this paragraph. In addition, unless specifically stated to the contrary in these Findings, all Approvals repeating or rewording mitigation measures recommended in the EIR are intended to be substantially similar to the mitigation measures

recommended in the EIR and are found to be equally effective in avoiding or lessening the identified environmental impact. In each instance, the Approvals contain the final wording for the mitigation measures.

V. ENVIRONMENTAL IMPACTS AND FINDINGS

City staff reports, the EIR, written and oral testimony at public meetings or hearings, these facts, findings and statement of overriding considerations, and other information in the administrative record, serve as the basis for the City's environmental determination.

The detailed analysis of potentially significant environmental impacts and proposed mitigation measures for the Project is presented in Section 4.0 and 5.0 of the DEIR and Section 4.0 of the FEIR. Responses to comments on the DEIR, along with copies of the comments, are provided in Chapter 3.0 of the FEIR.

The EIR evaluated six major environmental categories for potential impacts, including Air Quality, Hazards/Hazardous Materials, Land Use, Noise, Public Services, and Traffic and Circulation. Mitigation measures recommended as part of the Initial Study were also incorporated in the Draft EIR to address potential impacts in regard to Biological Resources. Both Project-specific and cumulative impacts were evaluated. Of these major environmental categories, this Council concurs with the conclusions in the EIR that the issues and sub-issues discussed in Sections V.A and V.B below either are less-than-significant without mitigation or can be mitigated below a level of significance. For the remaining potential environmental impacts that cannot feasibly be mitigated below a level of significance discussed in Section V.C, overriding considerations exist which make these potential impacts acceptable to this Council.

A. LESS-THAN-SIGNIFICANT ENVIRONMENTAL IMPACTS NOT REQUIRING MITIGATION

The Moreno Valley City Council hereby finds that the following potential environmental impacts of the Project are less-than-significant and therefore do not require the imposition of mitigation measures.

1. **Land Use**

a. **Consistency with Applicable Land Use Plans**

Potential Impact: Whether the Project would conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the Project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect.

Findings: Potential impacts of the Project related to consistency with the applicable land use plans, including the City's General Plan and Zoning Ordinance, are discussed in detail in Section 4.1 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to consistency with applicable land use plans will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The City's General Plan "Business Park/Light Industrial" designation allows for either business park or light industrial uses, as determined by the overlying Zoning designation. Within the Project site, 48.6 acres, or five of the six existing parcels, within the Project area are currently zoned for Light Industrial (LI) uses. The lone parcel not designated for LI uses is located at the northeast corner of the Cactus Avenue/Frederick Street intersection, and has a zoning designation of "BPX," or Business Park Mixed Use. The Project proposes a zone change for this parcel, from BPX to LI. Other parcels within the Project Site would retain their existing LI zoning designations. Existing and proposed zoning designations for the Project site, as well as development proposed by the Project, are consistent with the underlying General Plan Land Use designation (DEIR, pgs. 4.1-16 to 4.1-27). Accordingly, amendment to the site's General Plan Land Use designation is not required.

b. **Consistency with Applicable Habitat Conservation Plans**

Potential Impact: Whether the Project would conflict with applicable Habitat Conservation Plans or other natural community conservation plans. Consistency with SCAG and WRCOG policies and programs was also evaluated, and no conflicts were identified. On this basis, the Project is considered consistent with applicable land use plans.

Findings: Potential impacts of the Project related to consistency with the applicable Habitat Conservation Plan are discussed in detail in Section 4.1 of the DEIR and in Section IV of the IS. Based on the entire record before us, this Council finds that no significant impacts related to

consistency with applicable Habitat Conservation Plan policies will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site, along with the majority of the western portion of the City of Moreno Valley, is located within an urbanized setting. The Project site is within the jurisdiction of the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). As set forth in the City's General Plan EIR, the Project will be required to pay applicable MSHCP Development Mitigation Fees. The Project will implement mitigation measures (BR-1, BR-2 and BR-3 have been incorporated in the MMP under the topic of "Biological Resources") to ensure compliance with applicable provisions and requirements of the MSHCP (IS, pg. 3-8). The Project is not subject to requirements of any other applicable conservation plan or natural community conservation plan. Accordingly, the Project would have no impact related to consistency with applicable habitat conservation plans or other natural community conservation plans (DEIR, pgs. 4.1-27 to 4.1-28).

c. Potential to Divide an Established Community

Potential Impact: Whether the Project would physically divide an established community.

Findings: Potential impacts of the Project related to the potential division of an established community are discussed in detail in Section 4.1 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to the physical division of an established community will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site is located within, and continues the business park/light industrial land uses that exist or are proposed along the northerly Cactus Avenue frontage, consistent with land use and development patterns reflected in the Moreno Valley General Plan Land Use Map. No "established community" exists within the Project site, and the Project's building orientations and locations, site design elements, landscaping, and screening/buffering minimize its potential environmental effects on off-site land uses (DEIR, pg. 4.1-29).

d. Cumulative Impacts Related to Land Use

Potential Impact: Whether the Project would result in cumulatively significant impacts to land use.

Findings: Potential cumulative impacts of the Project related to land use are discussed in detail in Section 5.1.1.1 of the DEIR. Based on the entire record before us, this Council finds that impacts relative to land use would not be cumulatively considerable and no mitigation is required.

Facts in Support of the Findings: Implementation of the Project would result in the development of warehouse/distribution uses, which are largely consistent with existing General Plan Land Use designations and compatible with the surrounding land uses. It is noted that the Project proposes a zone change for a single parcel. As discussed in detail in Section 4.1 of the DEIR, the zone change requested by the Project is consistent with the underlying General Plan Land Use designation and would not result in individually or cumulatively adverse land use impacts. The Project's contributions to potential cumulative land use impacts related to General Plan and Zoning consistency are less-than-significant. Further, the Project is determined to be consistent with applicable areawide and regional plans and will not discernibly nor cumulatively result in adverse impacts related to implementation of the identified regional plans (DEIR, pg. 5-8).

2. <u>Traffic and Circulation</u>

a. Air Traffic Patterns

Potential Impact: Whether the Project would increase or otherwise affect existing air traffic patterns.

Findings: Potential impacts of the Project related to air traffic patterns are discussed in Section XVI of the IS. Based on the entire record before us, this Council finds that no significant impacts related to any change in air traffic patterns will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project does not propose elements that would affect, or be affected by, air traffic facilities. Accordingly, the potential for the Project to conflict with existing air traffic patterns is determined to be less-than-significant (IS, pg. 3-21).

b. Conflict with Congestion Management Program

Potential Impact: Whether the Project would conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways.

Findings: Potential impacts of the Project related to conflicts with applicable congestion management programs are discussed in detail in Section 4.2 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to increased hazards will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Within the Study Area, the I-215 is a designated Riverside County Congestion Management Program (CMP) facility. Within the Study Area, levels of service standards and operational efficiencies along I-215 freeway segments established by the Riverside County Congestion Management Agency are maintained with the addition of Project traffic under Opening Year (2017) and Cumulative with Project conditions (DEIR, pg. 4.2-64).

c. Roadway Hazards, Emergency Access

Potential Impact: Whether the Project would substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment); and/or result in inadequate emergency access.

Findings: Potential impacts of the Project related to increased roadway hazards and adequate emergency access are discussed in detail in Section 4.2 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to increased hazards or emergency access will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: To ensure appropriate design and implementation of all recommended Project access improvements, the final design of the Project site plan, to include locations and design of proposed driveways, shall be reviewed and approved by the City Traffic Engineer, thus minimizing any potential roadway hazards or design incompatibilities. The Project does not propose any components that would create hazards or introduce traffic that is inconsistent with the existing traffic patterns. Additionally, as part of the City's design review process, the Project's plans will be submitted to the appropriate personnel within the Moreno Valley Fire and Police departments for review and approval prior to the issuance of building

permits. Accordingly any impacts related to roadway hazards or emergency access would be less-than-significant (DEIR, pg. 4.2-70).

3. Air Quality

a. Air Quality Management Plan Consistency

Potential Impact: Whether the Project would conflict with or obstruct implementation of the applicable air quality plan.

Findings: Potential impacts of the Project related to consistency with the applicable air quality plan are discussed in detail in Section 4.3 of the DEIR. Based on the entire record before us, this Council finds that development of the Project will not result in significant impacts related to inconsistencies with the applicable air quality management plan and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project is consistent with, and will not impede or otherwise conflict with implementation of the Air Quality Management Plan ("AQMP"). The Project is consistent with AQMP Consistency Criterion No. 1 because it will not increase the frequency or severity of existing air quality violations or cause or contribute to new violations, or delay the timely attainment of air quality standards or the interim emissions reductions specified in the AQMP (DEIR, pgs. 4.3-49 to 4.3-50). Consistent with intent and provisions of the AQMP, the Project will implement all feasible mitigation, and comply with all applicable SCAQMD rules developed to reduce air pollutant emissions. The Project is also consistent with AQMP Consistency Criterion No. 2 because the extent of air pollutant emissions generated by the Project would be no greater than is reflected in the current General Plan and incorporated in the adopted AQMP. The land use proposed by the Project is consistent with the currently adopted City General Plan, and the Project would not otherwise increase the site's anticipated development intensity (DEIR, pgs. 4.3-50 to 4.3-51).

b. Objectionable Odors

Potential Impact: Whether the Project would create objectionable odors affecting a substantial number of people.

Findings: Potential impacts of the Project related to objectionable odors are discussed in detail in Section 4.3 of the DEIR. Based on the entire record before us, this Council finds that development of the Project will not result in significant impacts due to objectionable odors and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project does not propose land uses typically associated with the emission of objectionable odors. Potential odors during Project construction may result from heavy equipment exhaust and the application of asphalt and architectural coatings. Standard construction requirements would minimize odor impacts from construction. The construction odor emissions would be temporary, short-term, and intermittent in nature and would cease upon completion of the respective phase of construction and is thus considered less-than-significant. Project-related operational odor sources, such as vehicle exhaust and routine painting and maintenance activities, are typical of industrial/commercial activities and would be localized to the immediate Project vicinity, with little or no off-site effects (DEIR, pgs. 4.3-77 to 4.3-78).

c. Greenhouse Gas Emissions

Potential Impact: Whether the Project would conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases; or directly or indirectly generate greenhouse gas (GHG) emissions that may have a significant impact on the environment.

Findings: Potential impacts of the Project related to greenhouse gas emissions are discussed in detail in Section 4.3 of the DEIR. Based on the entire record before us, this Council finds that development of the Project will not result in significant impacts related to the direct or indirect creation of greenhouse gas emissions and, therefore, no mitigation is required. Nonetheless, Mitigation Measures 4.3.7 through 4.3.8 will ensure that the Project further minimizes its reliance on non-renewable electrical energy sources. In addition, Mitigation Measure 4.3.9 addresses the incorporation of alternative transportation.

4.3.7 The building roof shall be designed and constructed to accommodate solar panels.

4.3.8 Prior to issuance of the first Certificate of Occupancy, the Project shall install a photovoltaic array (solar panels) or other source of renewable energy generation onsite, or otherwise acquire energy from the local utility that has been generated by renewable resources, to meet the Project's office electrical needs.

4.3.9 The Project shall provide secure, weather-protected on-site bicycle storage/parking. Bicycle storage parking/quantity and location shall be consistent with City of Moreno Valley requirements;

The Project shall provide pedestrian and bicycle connections to surrounding areas, consistent with provisions of the City of Moreno Valley

General Plan. Location and configurations of proposed pedestrian and bicycle connections are subject to review and approval by the City. Prior to Final Site Plan approval, pedestrian and bicycle connections shall be indicated on the Project Site Plan;

The Project shall provide onsite showers (one for males and one for females). Lockers for employees shall be provided.

Facts in Support of the Findings: The Project will be designed and operated consistent with incumbent GHG regulatory requirements. Further, the project is consistent with, or otherwise is not in conflict with, applicable CARB Scoping Plan recommended measures and actions, and applicable GHG emission reduction strategies identified in the 2006 CAT Report. Already less-than-significant Project GHG emissions will be further reduced as a byproduct of other general Project Air Quality Mitigation Measures and the required use of renewable energy, pursuant to Mitigation Measures 4.3.7 and 4.3.8 (DEIR, pgs. 4.3-78 to 4.3-96) and the Project's support of alternative transportation methods, pursuant to Mitigation Measure 4.3.9.

d. Sensitive Receptors

Potential Significant Impact: The EIR evaluated and concluded that neither Project construction activities, nor long-term operations of the Project, would expose sensitive receptors to potentially substantial pollutant concentrations.

Finding: Implementation of the following supplemental mitigation measures will reduce already less-than-significant air pollutant emissions that could affect sensitive receptors:

4.3.5 The Project truck access gates and loading docks site shall be posted with signs which state:

- *Truck drivers shall turn off engines when not in use;*
- *Diesel delivery trucks servicing the Project shall not idle for more than three minutes; and*
- *Telephone numbers of the building facilities manager and the CARB to report violations.*

4.3.6 The Project's final site design shall allow for trucks to check-in within the facility area to prevent queuing of trucks outside the facility.

Facts in Support of the Finding: Based on analysis performed as part of the Project Air Quality Impact Analysis, the Project could expose sensitive receptors to potentially substantial concentrations. However, with implementation of Mitigation Measures 4.3.5 and 4.3.6, these impacts will be reduced to a less-than-significant level (DEIR, pg. 4.3-75).

4. **Noise**

a. **Operational Noise**

Potential Significant Impact: Whether the routine operation of the Project will generate noise levels exceeding applicable City's standards.

Findings: Potential impacts of the Project relative to noise are discussed in detail in Section 4.4 of the DEIR. Based on the entire record before us, this Council finds that development of the Project will not result in operational noise that exceeds City standards and therefore, no mitigation is required. Nonetheless, the DEIR has identified the following supplemental mitigation measures, which will further reduce the Project's already less-than-significant operational noise impacts.

4.4.4 All trucks, tractors, and forklifts shall be operated with proper operating and well maintained mufflers.

4.4.5 Maintain quality pavement conditions that are free of bumps to minimize truck noise.

4.4.6 The truck access gates and loading docks within the truck court on the project site shall be posted with signs which state:

- *Truck drivers shall turn off engines when not in use;*
- *Diesel trucks servicing the Project shall not idle for more than five minutes; and*
- *Post telephone numbers of the building facilities manager to report violations.*

Facts in Support of the Finding: Based on analysis performed as part of the Project Noise Impact Analysis, even without mitigation, the Project's routine operations will not exceed the City's standards for stationary noise. Mitigation Measures 4.4.4 through 4.4.6 will serve to further reduce already less-than-significant operational noise impacts (DEIR, pgs. 4.4-22 to 4.4-25).

b. **Groundborne Vibration/Groundborne Noise**

Potential Impact: Whether the Project would result in exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels.

Findings: Potential impacts of the Project relating groundborne vibration and groundborne noise are discussed in detail in Section 4.4 of the DEIR. Based on the entire record before us, this

Council finds that no significant impacts related to groundborne vibration or groundborne noise will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project does not propose activities or uses that would result in long-term substantial or even perceptible vibration levels (DEIR, pgs. 4.4-26 to 4.4-27). Although heavy equipment employed during Project construction could potentially generate groundborne vibration resulting in temporary annoyance at vicinity properties, Project construction activities do not propose or require extensive or prolonged use of heavy equipment proximate to neighboring structures. While Project construction-source vibration may at times be perceived at off-site land uses, it is unlikely that such vibration would cause structural damage or be otherwise substantively detrimental to properties or persons. Further, the Project will comply with all applicable vibration criteria as established by the California Department of Transportation addressing construction-source vibration impacts (DEIR, pg. 4.4-26).

c. Aircraft Noise

Potential Impact: Whether the Project would result in significant impacts related to aircraft noise.

Findings: Potential impacts of the Project related to aircraft noise are discussed in detail in IS Section XII. Based on the entire record before us, this Council finds that no significant impacts related to aircraft noise will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: March Air Reserve Base (MARB) and associated airport operations exist southerly of the Project site, across Cactus Avenue. The Project would not however affect or be substantively affected by MARB operations. Moreover, the City has adopted the MARB AICUZ overlay zone. The Project site is located outside the noise zone identified in the AICUZ (IS, pg. 3-33).

5. <u>Hazards/Hazardous Materials</u>

a. Airport-Related Hazards, Emergency Plan Interference, Risk of Wildland Fire

Potential Impact: Whether the Project has the potential to result in a safety hazard for people residing or working in the project area due to airport/airstrip operations; impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan; or expose people or structures to a significant risk of loss, injury or death involving

wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands.

Findings: Potential impacts of the Project related to hazards and hazardous materials are discussed in detail in Section VIII of the IS. Based on the entire record before us, this Council finds that no significant impacts related to the creation of hazards will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project would not be substantively affected by MARB and associated airport operations which exist southerly of the Project site, across Cactus Avenue. Moreover, the City has adopted the MARB AICUZ overlay zone. The Project site is located outside both the crash and noise zones identified in the AICUZ. The Project does not propose permanent alteration to vehicle circulation routes, nor will this be required based on current Project development concepts. As such, the Project should not interfere with an identified emergency response or emergency evacuation plan. The Project site is located in an area that has been largely urbanized, and there are no wildlands adjacent to the Project area (IS, pg. 3-14).

b. Location on a Hazardous Materials Site

Potential Impact: Whether the potential location of the Project is on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.

Findings: Potential impacts of the Project location on a hazardous materials site are discussed in Section VIII of the IS. Based on the entire record before us, this Council finds that no significant impacts related to location on a hazardous materials site will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site is not identified on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and therefore, would have no impact in this regard (IS, pg. 3-13).

c. Hazard(s) to the Public or Environment

Potential Impact: Whether the Project would create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials; or through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment.

Findings: Potential impacts of the Project related to the handling of hazardous materials are discussed in detail in DEIR Section 4.5. Based on the entire record before us, this Council finds

that no significant impacts related to the creation of hazards will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Project construction will require temporary and short-term transport, use, and storage of potentially hazardous materials. However, all materials would be stored, used, and disposed of consistent with a Project Hazardous Material Business Plan (HMBP) as may be stipulated by the CUPA and/or the City of Moreno Valley. Moreover, handling of these materials outside of a HMBP context is extensively regulated at the local, State, and federal levels (DEIR, pgs. 4.5-18 to 4.5-20).

d. Hazardous Materials

Potential Impact: Whether the Project would emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.

Findings: Potential impacts of the Project related to hazards and hazardous materials within the proximity of a school are discussed in detail in DEIR Section 4.5. Based on the entire record before us, this Council finds that no significant impacts related to the hazardous materials near schools will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: No schools exist, or are proposed within one-quarter mile of the Project site. Further, the Project is subject to AQMD permitting and regulatory requirements that would preclude hazardous air emissions. It is also noted that compliance with applicable hazardous waste control rules and regulations would be expected to minimize the risk of public exposure (including schools) to any hazardous materials used or stored at the Project site (DEIR, pgs. 4.5-20 to 4.5-22).

e. Cumulative Impacts Related to Hazards/Hazardous Materials

Potential Impact: Whether the Project would result in cumulatively significant impacts to hazards/hazardous materials.

Findings: Potential cumulative impacts of the Project related to hazards and hazardous materials are discussed in detail in Section 5.1.1.5 of the DEIR. Based on the entire record before us, this Council finds that no cumulatively significant impacts related to hazards/hazardous materials will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Implementation of the Project would not propose uses or activities that would require substantive handling or use of hazardous materials, hazardous substances, or hazardous waste that could result in potential adverse effects. It is further assumed that other development projects within the cumulative impact area will be subject to similar regulations regarding the handling and transport of hazardous materials, thereby avoiding or reducing the extent and scope of potential cumulative impacts in regard to hazardous materials exposure or release.

6. Public Services

a. Impacts Related to Public Services

Potential Impact: Whether the Project would result in substantial adverse physical impacts associated with the provision of the new or physically altered governmental facilities, the construction of which would cause significant environmental impacts, in order to maintain acceptable ratios, response times, or other performance objectives for any of the public services, including fire protection, police protection, schools, parks, or other public facilities.

Findings: Potential impacts of the Project related to police and fire protection are discussed in detail in Section 4.6 of the DEIR, while potential impacts to schools, parks, or other public facilities are addressed in IS Section XIV. Based on the entire record before us, this Council finds that no significant impacts related to public services will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Development of the Project would result in an incremental increase in the overall Citywide demand for fire and police protection services, which could result in additional staffing or equipment requirements. However, based on the availability of existing facilities and services to Project site, no need or requirement for new facilities has been identified. The Project is not anticipated to significantly affect existing response times or service ratios in regard to the provision of emergency services. Further, development impact fees and sales tax revenues generated by the Project will provide funding sources available for support and enhancement of fire and police protection services (DEIR, pg. 4.6-9). In regard to schools and parks, the Project is not expected to contribute substantially to the resident population base using school and park facilities. The Project will pay required school impact fees to offset potential impacts to schools that may result from any incremental increase in student population that may result from employment opportunities created by the Project. In regard to other public

facilities, the public agency oversight required to develop the Project is included within the routine tasks of the City's Planning, Building and Safety Divisions, and Public Works Department. Permit processing, plan-check, and inspection fees paid by the Project would fund these activities, which typically fall within routine tasks of these agencies (IS, pg. 3-20).

b. Cumulative Impacts Related to Public Services

Potential Impact: Whether the Project would result in cumulatively significant impacts to public services.

Findings: Potential cumulative impacts of the Project related to public services are discussed in detail in Section 5.1.1.6 of the DEIR. Based on the entire record before us, this Council finds that no cumulatively significant impacts related to public services will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Implementation of the Project and other development in the City and surrounding communities will cumulatively add to demands on fire protection, law enforcement, and emergency medical response services. However, cumulative demands for these services are reduced through review and coordination of development projects with potentially affected service providers, and incorporation of appropriate design and construction elements which act to enhance safety and minimize potential hazards. With specific regard to cumulative demand for fire protection services in the Project area, these services will be enhanced by planned construction of a new fire station to be located approximately one-quarter mile easterly of the Project site. Accordingly, the Project's potential contribution to cumulative public services impacts is not considerable, and the cumulative effects of the Project are determined to be less-than-significant.

B. ENVIRONMENTAL IMPACTS MITIGATED TO A LEVEL OF LESS-THAN-SIGNIFICANT

Public Resources Code Section 21081 states that no public agency shall approve or carry out a project for which an EIR has been completed which identifies one or more significant effects unless the public agency makes one or more of the following findings:

I. Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

II. Those changes or alterations that are within the responsibility and jurisdiction

of another public agency and have been, or can and should be, adopted by that other agency.

III. Specific economic, legal, social, technological, or other considerations make infeasible the mitigation measures or alternatives identified in the EIR, and overriding economic, legal, social, technological, or other benefits of the Project outweigh the significant effects on the environment.

Certain of the following issues from the environmental categories analyzed in the EIR, including Traffic and Circulation, Air Quality, and Biological Resources, were found to be potentially significant, but can be mitigated to a less-than-significant level with the imposition of mitigation measures. This Council hereby finds pursuant to *Public Resources Code* Section 21081 that all potentially significant impacts listed below can and will be mitigated to below a level of significance by imposition of the mitigation measures in the EIR; and that these mitigation measures are set forth in the MMP adopted by this Council. Specific findings of this Council for each category of such impacts are set forth in detail below.

1. <u>Traffic and Circulation</u>

a. Conflict with Circulation Performance Plan

Potential Significant Impact: The EIR evaluated and concluded that the Project-related traffic could contribute to level of service (LOS) exceedances under Opening Year conditions at the intersection of Elsworth Street at Cactus Avenue in both the morning and evening peak hour periods.

Finding: Implementation of the following mitigation measure will reduce potential Opening Year traffic impacts at the affected intersection:

4.2.1 Elsworth Street and Cactus Avenue Improvements:
Prior to issuance of the first Certificate of Occupancy, the Project Applicant shall construct the following improvement.

- *Remove the existing southbound crosswalk (i.e., the crosswalk on the western leg of the intersection) to provide additional "green time" to other approaches. This removal shall be accomplished in a manner consistent with applicable regulations, including but not limited to Chapter 3B of the 2012* California Manual on Uniform Traffic Control Devices *(MUTCD), and Section 21950.5 of the California Vehicle Code. The existing crosswalks on the north, east and south legs of the intersection shall be maintained.*

Facts in Support of the Finding: Based on analysis performed as part of the Project Traffic Impact Analysis (TIA), the Project will contribute to level of service (LOS) exceedances under Opening Year conditions at the intersection of Elsworth Street at Cactus Avenue in both the morning and evening peak hour periods. (DEIR, pgs. 4.2-50 to 4.2-51). However, with implementation of the roadway improvement identified in Mitigation Measures 4.2.1, these impacts will be reduced to a less-than-significant level (DEIR, pg. 4.2-51).

2. <u>Air Quality</u>

a. Construction-Related Emissions

Potential Significant Impact: The EIR evaluated and concluded that the Project's construction-related emissions of VOC could exceed South Coast Air Quality Management District (SCAQMD) thresholds.

Finding: Implementation of the following mitigation measures will reduce potential construction-related air quality impacts to a less-than-significant level:

To facilitate implementation and monitoring of mitigation measures addressing construction source air quality impacts, all plans, specifications, and contract documents shall include the following or equivalent notations:

4.3.1 Pursuant to SCAQMD Rule 403 requirements:

- *All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.*
- *The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.*
- *The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are limited to 15 miles per hour or less.*

4.3.2 A sign shall be posted on-site stating that construction workers shall not idle diesel engines in excess of five minutes.

4.3.3 During grading activities, total horsepower-hours per day for all equipment shall not exceed 13,568 horsepower-hours per day and the maximum disturbance (actively graded) area shall not exceed four acres per day.

4.3.4 Only "Zero-Volatile Organic Compounds" paints (no more than 150 gram/liter of VOC) and/or High Pressure Low Volume (HPLV) applications consistent with South Coast Air Quality Management District Rule 1113 shall be used.

Facts in Support of the Finding: Based on analysis performed as part of the Project Air Quality Impact Analysis, the Project will generate construction-related emissions of VOC in excess of regional thresholds established by SCAQMD (DEIR, pgs. 4.3-54 to 4.3-58). However, with implementation of Mitigation Measures 4.3.1 through 4.3.4, these impacts will be reduced to a less-than-significant level (DEIR, pg. 4.3-59).

3. <u>Biological Resources</u>

a. Nesting Birds (including Burrowing Owl)

Potential Significant Impact: The EIR evaluated and concluded that the Project's site and surrounding areas serve as potential urban habitat for ground-nesting birds, with a low potential for the presence of the burrowing owl (*Athena cunicularia*), which is identified as a State-listed species of concern.

Finding: Implementation of the following mitigation measures will reduce potential impacts to special-status wildlife species to a less-than-significant level:

BR-1 If possible, all vegetation removal activities shall be scheduled from August 1 to February 1, which is outside the general avian nesting season. This would ensure that no active nests would be disturbed and that removal could proceed rapidly. If vegetation is to be cleared during the nesting season (February 15 – July 31), all suitable habitat will be thoroughly surveyed within 72 hours prior to clearing for the presence of nesting birds by a qualified Project biologist. The Project biologist shall be retained by the Applicant and vetted by the City. The survey results shall be submitted by the Project Applicant to the City Planning Department. If any active nests are detected, the area shall be flagged and mapped on the construction plans along with a minimum 300-foot buffer and up to 500 feet for raptors, with the final buffer distance to be determined by the qualified biologist. The buffer area shall be avoided until the nesting cycle is complete or it is determined that the nest has

failed. In addition, the biologist will be present on the site to monitor the vegetation removal to ensure that any nests, which were not detected during the initial survey, are not disturbed.

BR-2 Within 30 days prior to site clearing activities, a pre-construction burrowing owl survey shall be conducted to document the presence/absence of any occupied owl burrows. Any owls present shall be passively or actively relocated following CDFG approved protocols, and with CDFG permission, prior to commencement of clearing. The survey shall be submitted to the City Planning Department prior to issuance of a grading permit.

BR-3 Prior to the issuance of a grading permit, the Project Applicant shall be responsible for ensuring that a biological resources survey is conducted for the Project site during nesting season (February 15 to July 31) by a qualified biologist, consistent with the policies of the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP). This survey will specifically address the identification of potential burrowing owl (Athena cunicularia) habitat, and the protection of species associated with riparian/riverine areas and vernal pools. The results of this biological survey shall be submitted to the City for review. If the City finds that the Project, in its final design, would involve areas of burrowing owl occupation, and/or areas of riparian or riverine resources, the following requirements would apply:

- *If the site contains, or is part of an area supporting less than 35 acres of suitable burrowing owl habitat, or the survey reveals that the site and the surrounding area supports fewer than three pairs of burrowing owls, then the on-site burrowing owls will be passively or actively relocated following accepted protocols.*

- *If the site (including adjacent areas) supports three or more pairs of burrowing owls, supports greater than 35 acres of suitable habitat and is non-contiguous with MSHCP Conservation Area lands, at least 90 percent*

of the area with long-term conservation value and burrowing owl pairs will be conserved onsite.

- *If the 90 percent threshold cannot be met, the City of Moreno Valley, as a permittee of the MSHCP, must make a Determination of Biologically Equivalent or Superior Preservation.*

- *If riparian/riverine resources are present onsite and cannot be avoided, a Determination of Biologically Equivalent or Superior Preservation will be required.*

Facts in Support of the Finding: The removal of existing vegetation within the Project site as part of construction could affect nesting birds. Disturbing or destroying active nests is a violation of the Migratory Bird Treaty Act. In addition, nests and eggs are protected under California Fish and Game Code Section 3503.5. Project implementation must be accomplished in a manner that avoids impacts to active nests during the breeding season (IS, pgs. 3-7 to 3-8). Implementation of Mitigation Measures BR-1, BR-2, and BR-3 will ensure that potential Project impacts related to nesting birds are reduced to a less-than-significant level.

C. ENVIRONMENTAL IMPACTS NOT FULLY MITIGATED TO A LEVEL OF LESS-THAN-SIGNIFICANT

The City of Moreno Valley City Council finds the following environmental impacts identified in the EIR remain significant even after application of all feasible mitigation measures: traffic impacts at Caltrans facilities causing performance deficiencies at intersections, ramp queues, and roadway segments (individually and cumulatively); operational air quality impacts (individually and cumulatively); and short-term construction noise impacts (individually and cumulatively).

In accordance with CEQA Guidelines Section 15092(b)(2), the City Council of Moreno Valley cannot approve the project unless it first finds (1) under *Public Resources Code* Section 21081(a)(3), and CEQA Guidelines Section 15091(a)(3), that specific economic, legal, social, technological, or other considerations, including the provision of employment opportunities make infeasible the mitigation measures or project alternatives identified in the FEIR; and (2) under CEQA Guidelines section 15092(b), that the remaining significant effects

are acceptable due to overriding concerns described in the CEQA Guidelines Section 15093 and, therefore, a statement of overriding considerations is included herein.

1. <u>Traffic and Circulation</u>

a. Intersection Operations

Significant Unavoidable Impact: The EIR evaluated and concluded that Project-related traffic would cumulatively exceed established level of service standards, affecting certain intersection locations under Opening Year cumulative conditions.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant but will be reduced to the extent feasible through mitigation measures. The Council finds that Mitigation Measures 4.2.2 through 4.2.6, addressing Opening Year cumulative conditions, are incorporated into the MMP for the Project, and will be implemented as specified therein. However, the Council finds that even with application of these mitigation measures, cumulative intersection operation impacts are considered significant and unavoidable.

4.2.2 I-215 Southbound Ramps at Cactus Avenue Improvement:

- *Construct a second westbound through lane.*

  This improvement will be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of I-215 Southbound Ramps at Cactus Avenue.

4.2.3 I-215 Northbound Ramps at Cactus Avenue Improvements:

- *Construct a second northbound left-turn lane;*
- *Re-stripe the existing eastbound shared through/right-turn lane as the third through lane;*
- *Construct a dedicated eastbound right-turn lane;*
- *Construct a third westbound through lane; and*
- *Construct a dedicated westbound right-turn lane.*

These improvements will be funded through participating in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of I-215 Northbound Ramps at Cactus Avenue.

4.2.4 Elsworth Street at Cactus Avenue Improvement:

- *Construct a third eastbound through lane.*

This improvement will be funded through participation in the TUMF and/or DIF program(s). The Project will pay required fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Elsworth Street at Cactus Avenue.

4.2.5 Frederick Street at Cactus Avenue Improvements:

- *Construct a third eastbound through lane; and*
- *Construct a third westbound through lane.*

These improvements will be funded through participating in the TUMF and/or DIF program(s). The Project will pay required fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Frederick Street at Cactus Avenue.

4.2.6 Graham Street at Cactus Avenue Improvements:

- *Remove the existing southbound crosswalk (i.e., crosswalk on the west leg) to provide additional green time to other approaches; and*
- *Construct a third eastbound through lane.*

These improvements will be funded through participating in the TUMF and/or DIF program(s). The Project will pay required fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Graham Street at Cactus Avenue.

Facts in Support of the Finding: With the implementation of the improvements recommended under Mitigation Measures 4.2.2 through 4.2.6, LOS conditions at Study Area intersections will comply with the City's intersection LOS performance standards. However, because the improvements identified in Mitigation Measures 4.2.2 through 4.2.6 involve the construction of improvements that are either outside the jurisdiction of the City of Moreno Valley or beyond the control of the Project Applicant, the successful completion of the required improvements for the Opening Year Cumulative condition cannot be ensured prior to the opening of the Project. The Project's contribution to intersection impacts is therefore determined to be cumulatively significant and unavoidable notwithstanding mitigation (DEIR, pgs. 4.2-54 to 4.2-56).

b. Roadway Segments

Significant Unavoidable Impact: The EIR evaluated and concluded that Project-related traffic would cumulatively exceed established level of service standards, affecting certain roadway segments under Opening Year cumulative conditions.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant but will be reduced to the extent feasible through mitigation measures. The Council finds that the previously-identified Mitigation Measures 4.2.2 through 4.2.6 are incorporated into the MMP for the Project, and will be implemented as specified therein. However, the Council finds that even with application of these mitigation measures, cumulative roadway segment impacts are considered significant and unavoidable.

Facts in Support of the Finding: With completion of the improvements recommended under the previously-identified Mitigation Measures 4.2.2 through 4.2.6, acceptable LOS would be realized at all Study Area roadway segments under Opening Year Cumulative Conditions with the Project. Nonetheless, because the successful completion of the improvements is outside the control of the Project Applicant, the addition of Project-related traffic to roadway segments that are already deficient is considered a cumulatively significant and unavoidable impact. As such, there are no feasible mitigation measures that will reduce the Project's roadway segment impacts under Opening Year cumulative conditions below significance thresholds (DEIR, pgs. 4.2-57 to 4.2-58).

c. Cumulative Freeway Ramp Impacts

Significant Unavoidable Impact: The EIR evaluated and concluded that Project-related traffic would cumulatively exceed established level of service standards at study area freeway ramp queues. It was determined that under Opening Year Cumulative Conditions, certain freeway ramp queues within the Study Area are projected to operate under deficient conditions, with or without the Project. The Project would contribute additional traffic to these already deficient conditions.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant and there are no known feasible mitigation measures that could reduce this impact to a level of less than significant. Accordingly, Project-related impacts to Study Area freeway ramp queues under Opening Year Cumulative conditions will remain significant and unavoidable.

Facts in Support of the Finding: The EIR determined that under Opening Year Cumulative Conditions, certain freeway ramp queues within the Study Area (specifically, I-215 Southbound Ramps at Cactus Avenue-Westbound Left-turn, evening peak hour period; I-215 Northbound Ramps at Cactus Avenue-Northbound Left-turn, morning and evening peak hour periods; and I-215 Northbound Ramps at Cactus Avenue-Westbound Through Lane, morning peak hour only) are projected to operate under deficient conditions, with or without the Project. The Project would contribute additional traffic to these already deficient conditions. Improvements to facilities is under extra-jurisdictional control (all freeway ramps within the Study Area are under Caltrans jurisdiction), thus there are no feasible means for the Project to mitigate these impacts. Therefore, the successful completion of the required improvements for the Opening Year Cumulative condition cannot be ensured prior to the opening of the Project (DEIR, pgs. 4.2-61 to 4.2-62).

2. <u>Air Quality</u>

a. Operational Emissions

Significant Unavoidable Impact: The EIR evaluated and concluded that Project operational source criteria pollutants will exceed applicable SCAQMD regional thresholds for VOCs and NOx.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant and, at present, there are no feasible means for the Lead Agency or the Applicant to reduce these emissions to levels that would not exceed SCAQMD threshold criteria. Accordingly, Project operational exceedances of SCAQMD VOC and NOx regional thresholds are considered significant and unavoidable.

Facts in Support of the Finding: The EIR evaluated and concluded that Project VOC and NOx operational emission exceedances are primarily attributable to mobile sources (vehicular tailpipe emissions). At present there are no feasible means for the Lead Agency or the Applicant to reduce these emissions to levels that would not exceed SCAQMD threshold criteria. Energy efficiencies reflected in the Project design, and compliance with existing SCAQMD/CARB emissions requirements will act to incrementally reduce the Project's operational source emissions levels. Over time, it is anticipated that federal and state mandates will act to substantively reduce tailpipe emissions statewide. Pending these federal and state actions, or other means that act to substantively reduce vehicle tailpipe emissions, Project operational

exceedances of SCAQMD VOC and NOx regional thresholds are considered significant and unavoidable. Project-related operational emissions are therefore determined to be significant and unavoidable air quality impacts (DEIR, pgs. 4.3-62 to 4.3-69).

b. Cumulative Air Quality Impacts

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project could potentially result in a cumulatively considerable net increase of criteria pollutants for which the project region is in non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors).

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant and there are no known feasible mitigation measures that could reduce this impact to a less-than-significant level. Operational VOC and NOx emissions are reduced to the extent feasible through compliance with established rules and regulations, and implementation of designs compliant with, or surpassing, Title 24 Energy Efficiency requirements. However, Project exceedance of VOC and NOx emissions thresholds, in combination with emissions generated by other sources affecting the encompassing ozone non-attainment area, will result in a cumulatively considerable net increase in VOC and NOx emissions within the encompassing non-attainment area over the life of the Project. However, the Council finds that even with compliance with established regulations, the Project will result in cumulatively significant and unavoidable air quality impacts.

Facts in Support of the Finding: Project operational emissions of VOC and NOx would exceed applicable SCAQMD regional thresholds, and are therefore considered individually and cumulatively significant. The fact that the Project generates emissions of VOC and NOx in excess of SCAQMD thresholds (VOC and NOx collectively as ozone precursors, and NOx alone as an individually significant pollutant) indicates that the Project would also contribute considerably to cumulatively significant air quality impacts within the encompassing ozone and NOx non-attainment areas. On this basis, operational-source emissions of VOC and NOx in exceedance of SCAQMD regional thresholds will result in a cumulatively considerable net increase of these pollutants within the encompassing ozone and NOx non-attainment areas (DEIR, pgs. 4.3-76 to 4.3-77).

3. Noise

a. Short-Term Construction Noise (Individual and Cumulative)

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project could potentially result in the exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies; and potentially result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant but will be reduced to the extent feasible through mitigation measures. The Council finds that Mitigation Measures 4.4.1 through 4.4.3, presented below, are incorporated into the MMP for the Project, and will be implemented as specified therein. However, the Council finds that even with application of these mitigation measures, short-term construction-related noise impacts are considered significant and unavoidable, and are determined cumulatively considerable for the duration of Project construction activities.

4.4.1 During all Project site construction, the construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. The construction contractor shall place all stationary construction equipment so that emitted noise is directed away from the noise sensitive receptors nearest the project site.

4.4.2 The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise sensitive receptors nearest the project site during all project construction.

4.4.3 The construction contractor shall limit haul truck deliveries to weekdays between the hours of 7:00 a.m. and 8:00 p.m., or the same hours specified for construction equipment. Haul routes that utilize only City-designated truck routes shall be designated on construction plans. The Project construction manager shall be responsible for ensuring that all contractors operate in compliance with construction plan specifications.

Facts in Support of the Finding: Even with implementation of Mitigation Measures 4.4.1 through 4.4.3, it is anticipated that construction-source noise received at the nearest affected sensitive receptor may temporarily and periodically reach a level in excess of the City's

maximum permissible noise level, resulting in a significant impact (DEIR, pgs. 4.4-17 to 4.4-20). Cumulative noise impacts for the duration of construction activities are also recognized as significant (DEIR, pgs. 5-15 to 5-16). As such, short-term construction noise impacts are determined to be individually and cumulatively significant notwithstanding mitigation.

D. ADEQUACY OF THE RANGE OF PROJECT ALTERNATIVES

The EIR analyzed three alternatives to the Project as proposed, and evaluated these alternatives for their ability to meet the Project's objectives as described in Section II.B above. CEQA requires the evaluation of a "No Project Alternative" to assess a maximum net change in the environment as a result of implementation of the Project. At the direction of the City of Moreno Valley, two different "No Project" scenarios have been evaluated. The first, referred to as the No Project/No Build Alternative, assumes the site would remain in its current undeveloped state. The second, referred to as the No Project/Existing Zoning Alternative, assumes future development of the subject site as allowed under the site's existing zoning. A Reduced Intensity Alternative was also selected for analysis. CEQA requires the evaluation of alternatives that can reduce the significance of identified impacts and "feasibly attain most of the basic objectives of the proposed Project." Thus, in order to develop a range of reasonable alternatives, the Project Objectives must be considered when this Council is evaluating the alternatives.

1. Alternative 1 – No Project/No Build Alternative

Description: Under the No Project/No Build Alternative (hereinafter referenced as the "No Build" Alternative), the site would remain in its current, largely undeveloped state. It is presumed that if the Project or some similar development proposal is not implemented on the subject site, then there would be no other known or probable scenarios for the subject property, the site would likely remain in its current, largely undeveloped state (DEIR, pg. 5-25).

Impacts: The No Build Alternative would result in few (if any) environmental impacts. However, employment and economic benefits otherwise accruing to the City and region would not be realized (DEIR, pgs. 5-25 through 5-37). Similar to the Project, the No Build Alternative would result in less than significant impacts in the following areas: Land Use; Hazards and Hazardous Materials; Public Services; and Biological Resources. No discretionary actions or zone change would be required under the No Build Alternative (DEIR, pg. 5-38). In addition, the

Project's significant and unavoidable traffic impacts, construction noise impacts, and operational air quality impacts would not occur (DEIR, pgs. 5-36 to 5-53). Under the No Build Alternative, potential traffic/transportation impacts would be representative of existing conditions. The No Build Alternative would reduce the aggregate amount of fee contributions available for long-term traffic improvements when compared to fee contributions realized under the Project.

Objectives: Under the No Build Alternative, the subject site would remain in its current undeveloped state, and none of the Project Objectives would be achieved (DEIR, pg. 5-52).

Finding: Under the No Build Alternative, no development would occur. This Alternative would avoid all of the significant and unavoidable impacts associated with traffic, air quality, and noise that have been identified within the DEIR. However, the City Council finds that the No Build Alternative would not fulfill any of the Project Objectives. Because the No Build Alternative will not fulfill the Project Objectives, the City Council hereby rejects the No Build Alternative.

2. <u>Alternative 2 – No Project/Existing Zoning Alternative</u>

Description: The No Project/Existing Zoning Alternative (hereinafter referenced as the "No Project" Alternative), considers the environmental conditions that would occur if the subject site were developed consistent with its existing zoning designation. That is, all but 7.59 acres of the 56.2-acre Project site is designated for Light Industrial uses. A single parcel, located at the northeast corner of Cactus Avenue and Frederick Street, has an existing zoning designation of "Business Park-Mixed Use," or "BPX." The No Project Alternative assumes that this parcel would be developed with uses consistent with the BPX zoning. To allow for quantified comparison of potential traffic impacts and related vehicular source air quality and noise impacts, the No Project Alternative assumes an estimate of trips based on the above-described existing zoning scenario, which is projected to be an approximately 30 percent increase than would otherwise be generated by logistics/distribution warehouse uses such as those proposed under the Project. The resulting increase in operational emissions would be approximately proportional to the 30 percent increase in trip generation described above. Because the total building area under the No Project Alternative is estimated to be similar to that of the Project, no adjustment has been made to area source emissions estimates (DEIR, pgs. 5-25 to 5-28).

Impacts: The No Project Alternative would result in a lessening of impacts related to Land Use; Hazards and Hazardous Materials; Public Services; and Biological Resources when

compared to the proposed Project (DEIR, pgs. 5-28 to 5-53). Under the No Project Alternative, a zone change would not be required (DEIR, pg. 5-38). The Project's significant and unavoidable construction noise impacts and construction source air quality impacts would likely be similar to those of the Project (DEIR, pg. 5-42). Potential traffic impacts could be substantively increased under the No Project Alternative, due to the increased traffic associated with BPX land uses. Significant traffic impacts under Opening Year Cumulative conditions would persist, and due to increased traffic generation under the No Project Alternative, would likely be exacerbated (DEIR, pg. 5-41). Operational air pollutant emissions would similarly be increased when compared to the Project; however, the vehicle mix under the No Project Alterative would likely reflect decreased heavy truck traffic. Significant VOC and NOx emissions thresholds exceedances occurring under the Project would be incrementally greater under the No Project Alternative (DEIR, pg. 5-44). Vehicular noise would also likely increase under the No Project Alternative based on increased trip generation. Under the No Project Alternative, due to increased vehicular-source noise, operational noise impacts may increase compared to the Project, but would likely remain less-than-significant (DEIR, pg. 5-47).

Objectives: Business Park-Mixed Uses that could be implemented under the No Project Alternative could substantially achieve the Project's development objectives for the site. Like the Project, it is anticipated that new development under the No Project Alternative would be designed and implemented so as to be compatible with neighboring land uses. The No Project Alternative would effectively capitalize on the site's regional freeway accessibility and visibility. New jobs, including support commercial and office employment opportunities, would be created by the No Project Alternative. This Alternative would also provide additional tax revenues available to the City (DEIR, pg. 5-52).

Finding: Under the No Project Alternative, development of a business park development with a similar scale to that of the Project would occur. None of the Project's significant and unavoidable environmental impacts would be reduced under the No Project Alternative. Conversely, increased trip generation under the existing land use would likely lead to increased traffic, with correlating increases in air pollutant emissions and vehicular noise. Although the No Project Alternative could substantially achieve the Project's Objectives, because the No Project Alternative would not reduce the majority of the Project's significant and unavoidable impacts, the City Council hereby rejects the No Project Alternative.

3. Alternative 3 – Reduced Intensity Alternative

Description: The Reduced Intensity Alternative assumes the same general land use type as the Project, but at a development intensity scoped to reduce the intensity of significant air quality impacts that would otherwise result from the Project. In that the same type of development is proposed, most of the Project Objectives would be achieved, albeit to a lesser extent (DEIR, pg. 5-29). Implementation of the Reduced Intensity Alternative would yield approximately 673,000 square feet of development, a reduction of approximately 47 percent or approximately 608,000 square feet, when compared to the approximately 1,281,000-square-foot Project analyzed in the EIR (DEIR, pg. 5-30).

Impacts: The Reduced Intensity Alternative would result in similar, albeit slightly lessened, impacts in the areas of Land Use; Hazards and Hazardous Materials; Public Services; and Biological Resources when compared to the Project (DEIR, pgs. 5-29 through 5-53). Under the Reduced Intensity Alternative, maximum construction-related emissions from site preparation and grading would likely be the same as for the Project, though it would occur within a shortened time frame due to the reduced development area. In this regard, the maximum daily site disturbance and amount of equipment employed concurrently would likely be similar to the construction scenario envisioned for the Project. As with the Project, mitigated construction-related emissions would still exceed SCAQMD emissions thresholds of VOC (DEIR, pg. 5-42). Because the scope of development would be reduced under this Alternative, the duration of construction activities and resulting construction emissions and noise may be reduced when compared to the Project by reducing Project-related traffic. Less-than-significant operational noise impacts of the Project would be further diminished under the Reduced Intensity Alternative (DEIR, pg. 5-47). Operational NOx emissions under this Alternative would, however, still exceed applicable SCAQMD thresholds (DEIR, pg. 5-45). The Reduced Intensity Alternative would result in an approximate 47 percent reduction in development intensity, with a commensurate reduction in trip generation when compared to the Project. The extent of area-wide traffic improvements and required traffic impact mitigation realized under the Project would also be reduced. Therefore, significant traffic impacts projected to occur under Opening Year Cumulative conditions would persist with or without development under the Reduced Intensity Alternative (DEIR, pg. 5-41).

Objectives: The Reduced Intensity Alternative would, to some degree, realize the Project Objectives. However, because the scale of the development would be diminished under this

Alternative, the resulting generation of development impact fees, the number of jobs created, and potential second tier economic benefits to the City and region (e.g., wholesale/retail support sales; temporary and long-term construction jobs, and facilities maintenance employment opportunities) would likely be reduced when compared to the Project (DEIR, pgs. 5-52 to 5-53).

Finding: Under the Reduced Intensity Alternative, light industrial warehouse/distribution facilities of 608,000 square feet would be realized as compared to the 1,281,000 square feet proposed under the Project. The City Council hereby finds that the Reduced Intensity Alternative would reduce, but not avoid, the significant and unavoidable traffic, air quality, and noise impacts identified in the EIR. This Alternative would not meet Project Objectives to the same extent as the Project. Furthermore, the scale of the reduction in intensity would not maximize or realize the economic potential of the site. The Reduced Intensity Alternative would also result in comparatively fewer opportunities to provide jobs, as compared to the Project. Therefore, the City Council rejects the Reduced Intensity Alternative on the basis that it fails to avoid the significant and unavoidable impacts of the Project and does not meet the Project Objectives as well as the Project. The City Council also finds that each of these considerations constitutes a ground for rejecting this alternative that is independently sufficient to support the City Council's rejection of this alternative.

4. <u>Alternatives Considered and Rejected</u>

As stated at *Guidelines* Section 15126.6 (f)(1)(2)(A), the "key question and first step in [the] analysis [of alternative locations] is whether any of the significant effects of the project would be avoided or substantially lessened by putting the project in another location." (DEIR, pgs. 5-32 through 5-34.) The Project is expected to result in significant impacts to traffic, long-term operational air pollutant emissions and related air quality impacts, and temporary construction-source noise.

In the case of the proposed Project, relocation to an Alternative Site within the City of Moreno Valley is not likely to achieve any measurable reduction in traffic impacts. Certain of the Project's significant traffic impacts would occur at, or would require improvement of, Caltrans jurisdictional freeway facilities. Such improvements, however, are beyond the scope and purview of the Lead Agency and the Applicant. If not implemented at the current site, the Project would still contribute essentially the same volumes and types of traffic to Caltrans facilities, resulting in significant traffic impacts similar to those of the current Project.

In regard to air quality impacts, the Project's vehicular operational emissions may be incrementally reduced by relocating the Project closer to I-215; however, because the Project site is located less than one mile from the freeway, it is not anticipated that the resulting trip length reductions would be sufficient to achieve regional emissions thresholds.

Temporary exceedances of noise standards are anticipated to result from Project construction. However, this type of noise would likely exceed City thresholds wherever the Project was located, since sensitive receptors are located throughout the community.

Additionally, the Project has been proposed primarily in order to expand the ongoing operations of the existing Harbor Freight Tools facility. Because this facility operates successfully from its current, fixed location, the relocation of the Project to an Alternate Site would not allow for the benefits of this expansion, and would obviate the need for the Project. Based on the preceding considerations, the analysis of an Alternative Site was not considered further.

5. <u>Environmentally Superior Alternative</u>

Based on comparative reductions in traffic generation, and associated reductions in noise and air emissions, and generally reduced scale, among the Alternatives considered, the Reduced Intensity Alternative would result in the greatest reduction in environmental effects, and is thus considered the environmentally superior alternative (DEIR, pg. 5-65). Notwithstanding, the scope and total overall development would be substantively reduced under the Reduced Intensity Alternative. The resulting diminishment of the Project Objectives, to include substantive reduction in economic benefits to the City and region, and limited jobs creation would act to substantially reduce the feasibility of this Alternative (DEIR, pgs. 5-25 to 5-53).

E. GROWTH-INDUCING IMPACTS

CEQA requires a discussion of ways in which the proposed Project could be growth inducing. Specifically, CEQA Guidelines Section 151260.2(d) states than an EIR must describe the ways in which the proposed Project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment.

The Project would result in the creation of new light industrial/distribution warehouse uses. The types of employment opportunities offered by the Project are relatively common

throughout Southern California and are unlikely to generate significant population migration (if any), and would not result in population growth for the City beyond that reflected in adopted growth forecasts. The Project does not propose the creation of housing, and would not foster growth or a concentration of population in excess of what is assumed in pertinent master plans, land use plans, or in projections made by regional planning (DEIR, pgs. 5-53 to 5-55).

Currently, the Project site is vacant and undeveloped. However, expansions of water and wastewater systems, along with other urban utilities, are programmed to serve the vicinity consistent with anticipated development of the City and region. In order to accommodate forecasted growth of the City and region over the long term, it is anticipated these improvements will be implemented regardless of the City's ultimate decision on the Project. The Project is not considered to provide an inducement to other lands within its vicinity to undertake unanticipated development due to the availability of new or expanded infrastructure systems (DEIR, pgs. 5-53 to 5-56).

Notwithstanding, development of the Project as envisioned will entail upgrade/modification of infrastructure in the immediate Project vicinity, including abutting roadways, the local water distribution and sewer collection systems, and storm drainage conveyance facilities. Additionally, it is recognized that provision of services, e.g., utilities, fire protection, and law enforcement, may be expanded or otherwise enhanced to meet additional demands of the Project. Project design and payment of impact mitigation fees reduces individual and cumulative impacts in these regards. Services expansion or enhancements based on incremental demands of the Project will not result in substantial additional capacity that could be considered growth inducing. (*Id.*)

Investment in the Project would have local and regional economic impacts which may result in indirect growth-inducing effects. The Project's potential economic benefits could indirectly result in employment growth in the region. This growth, in combination with other anticipated employment growth in the region, could indirectly result in population growth and an increased demand for housing. (*Id.*) Such growth has a variety of potential effects on the physical environment, including but not limited to, effects on air quality, ambient noise levels, traffic impacts, and water quality. It is not anticipated that the additional employment opportunities created by the Project would be substantial enough to produce noticeable population growth within the City and region (DEIR, p. 5-56).

F. SIGNIFICANT IRREVERSIBLE ENVIRONMENTAL CHANGES

Public Resources Code Section 21100(b)(2)(B) and CEQA Guidelines Sections 15126(c), 15126.2(c), and 15127, require that for certain types or categories of projects, an EIR must address significant irreversible environmental changes that would occur should the project be implemented. As presented at CEQA Guidelines Section 15127, the topic of Significant Irreversible Environmental Changes needs to be addressed in EIRs prepared in connection with any of the following activities:

(a) The adoption, amendment, or enactment of a plan, policy, or ordinance of a public agency;

(b) The adoption by a local agency formation commission of a resolution making determinations; or

(c) A project which will be subject to the requirements for preparing of an environmental impact statement pursuant to the requirements of the National Environmental Policy Act of 1969, 42 U.S.C. Sections 4321-4347.

The Project qualifies under Guidelines §15127 (a) in that a zone change is required in order to implement the Project. As such, this EIR analysis addresses any significant irreversible environmental changes which would be involved in the proposed action should it be implemented [Guidelines, Sections 15126(e) and 15127]. An impact would fall into this category if:

- A project would involve a large commitment of nonrenewable resources;
- The primary and secondary impacts of a project would generally commit future generations to similar uses;
- A project involves uses in which irreversible damage could result from any potential environmental incidents associated with the project; or
- The proposed consumption of resources is not justified (e.g., the project results in wasteful use of energy).

With regard to the above considerations, various natural resources, in the form of construction materials and energy resources, will be used in the construction of the Project, but their use is not expected to result in shortfalls in the availability of these resources. The Project

presents no significant possibility of irreversible environmental damage "from any potential environmental incidents associated with the project." The Project does not propose facilities or uses that would result in potentially significant environmental incidents. Moreover, all feasible mitigation is incorporated in the Project to reduce its potential environmental effects. As discussed herein, the Project will not result in or cause unwarranted or wasteful use of resources, including energy (DEIR, pgs. 5-59 to 5-60).

G. STATEMENT OF OVERRIDING CONSIDERATIONS

The Moreno Valley City Council adopts this Statement of Overriding Considerations with respect to the significant unavoidable impacts associated with adoption of the Project as addressed in the EIR, specifically:

1. Traffic Impacts – Intersections and Roadway Segments (Cumulative); and
2. Traffic Impacts – Freeway Ramps (Cumulative).
3. Operational Air Pollutant Emissions (Individual and Cumulative); and
4. Short-Term Construction Noise (Individual and Cumulative).

The Moreno Valley City Council hereby declares that, pursuant to CEQA Guidelines Section 15093, the City Council has balanced the benefits of the proposed Project against any significant and unavoidable environmental impacts in determining whether to approve the proposed Project. If the benefits of the proposed Project outweigh the unavoidable adverse environmental impacts, those impacts are considered "acceptable."

The City Council hereby declares that the EIR has identified and discussed significant effects that may occur as a result of the Project. With the implementation of the mitigation measures discussed in the EIR, these impacts can be mitigated to a level of less than significant except for the unavoidable and significant impacts discussed in Section V.C herein.

The City Council hereby declares that it has made a reasonable and good faith effort to eliminate or substantially mitigate the potential impacts resulting from the Project.

The City Council hereby declares that to the extent any mitigation measures recommended to the City are not incorporated, such mitigation measures are infeasible because

they would impose restrictions on the Project that would prohibit the realization of specific economic, social, and other benefits that this City Council finds outweigh the unmitigated impacts.

The City Council further finds that except for the Project, all other alternatives set forth in the EIR are infeasible because they would prohibit the realization of the Project objectives and/or specific economic, social or other benefits that this City Council finds outweigh any environmental benefits of the alternatives.

The City Council hereby declares that, having reduced the adverse significant environmental effects of the Project, to the extent feasible by adopting the proposed mitigation measures, having considered the entire administrative record on the Project and having weighed the benefits of the Project against its unavoidable significant impact after mitigation, the City Council has determined that the social, economic and environmental benefits of the Project outweigh the potential unavoidable significant impacts and render those potential significant impacts acceptable based on the following considerations:

- The Project will provide development consistent with the General Plan and in conformance with municipal standards, codes and policies;
- The Project provides development that improves and maximizes economic viability of a vacant site by transitioning the Project site into a productive light industrial use;
- The Project is located near the intersection of a major street and an interstate freeway, maximizing access opportunities for the convenience of operations;
- The Project creates additional employment-generating opportunities for the City of Moreno Valley and surrounding communities; and
- The Project provides adequate infrastructure and public amenities, including upgrading and widened streets, signal upgrades and utility improvements.

As the CEQA Lead Agency for the proposed action, the City of Moreno Valley has reviewed the Project description and the alternatives presented in the EIR, and fully understands the Project and Project alternatives proposed for development. Further, this Council finds that all potential adverse environmental impacts and all feasible mitigation measures to reduce the impacts from the project have been identified in the Draft EIR, the Final EIR and public

testimony. This Council also finds that a reasonable range of alternatives was considered in the EIR and this document, Section V.D above, and finds that approval of the Project is appropriate.

This Council has identified economic and social benefits and important policy objectives, Section V.G above, which result from implementing the Project. The Council has balanced these substantial social and economic benefits against the unavoidable significant adverse effects of the Project. Given the substantial social and economic benefits that will accrue from the Project, this Council finds that the benefits identified herein override the unavoidable environmental effects.

California Public Resource Code 21002 provides: "In the event specific economic, social and other conditions make infeasible such Project alternatives or such mitigation measures, individual projects can be approved in spite of one or more significant effects thereof." Section 21002.1(c) provides: "In the event that economic, social, or other conditions make it infeasible to mitigate one or more significant effects of a project on the environment, the project may nonetheless be approved or carried out at the discretion of a public agency…" Finally, California Administrative Code, Title 4, 15093 (a) states: "If the benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered 'acceptable.'"

The City Council hereby declares that the foregoing benefits provided to the public through approval and implementation of the Project outweighs the identified significant adverse environmental impacts of the Project that cannot be mitigated. The City Council finds that each of the Project benefits outweighs the unavoidable adverse environmental impacts identified in the EIR and, therefore, finds those impacts to be acceptable.

H. CERTIFICATION OF THE ENVIRONMENTAL IMPACT REPORT

The Moreno Valley City Council finds that it has reviewed and considered the EIR in evaluating the Project, that the EIR is an accurate and objective statement that fully complies with CEQA and the CEQA Guidelines, and that the EIR reflects the independent judgment of the City Council.

The City Council declares that no new significant information as defined by CEQA Guidelines Section 15088.5 has been received by the City Council after the circulation of the DEIR that would require recirculation. All of the information added to the FEIR merely clarifies,

amplifies or makes insignificant modifications to an already adequate DEIR pursuant to CEQA Guidelines Section 15088.5(b).

The City Council hereby certifies the EIR based on the following findings and conclusions:

1. <u>Findings</u>

a. CEQA Compliance

As the decision-making body for the Project, the City Council has reviewed and considered the information contained in the Findings and supporting documentation. The City Council determines that the Findings contain a complete and accurate reporting of the environmental impacts and mitigation measures associated with the Project, as well as complete and accurate reporting of the unavoidable impacts and benefits of the Proposed Project as detailed in the Statement of Overriding Considerations. The City Council finds that the EIR was prepared in compliance with CEQA and that the City Council complied with CEQA's procedural and substantive requirements.

b. Significant Unavoidable Impacts/Statement of Overriding Considerations:

The Project will have significant adverse impacts even following adoption of all feasible mitigation measures which are required by the City Council. The following significant environmental impacts have been identified in the FEIR and will require mitigation but cannot be mitigated to a level of insignificance as set forth in Section V.C of these Findings: Traffic Impacts – Intersections and Roadway Segments (Cumulative); Traffic Impacts – Freeway Ramps (Cumulative); Operational Air Pollutant Emissions (Individual and Cumulative); and Short-Term Construction Noise (Individual and Cumulative). The City Council has eliminated or substantially reduced environmental impacts where feasible as described in the Findings, and the City Council determines that the remaining unavoidable significant adverse impacts are acceptable due to the reasons set forth in the preceding Statement of Overriding Considerations.

2. <u>Conclusions</u>

a. All potentially significant environmental impacts from implementation of the proposed Project have been identified in the FEIR and, with the implementation of the

mitigation measures defined herein and set forth in the MMP, will be mitigated to a less-than-significant level, except for the impacts identified in Section V.C above.

b. Other reasonable alternatives to the proposed Project that could feasibly achieve the basic objectives of the proposed Project have been considered and rejected in favor of the proposed Project.

c. Environmental, economic, social and other considerations and benefits derived from the development of the proposed Project override and make infeasible any alternatives to the proposed Project or further mitigation measures beyond those incorporated into the proposed Project.

I. ADOPTION OF MITIGATION MONITORING PLAN

Pursuant to *Public Resources Code* Section 21081.6, the Council hereby adopts, as conditions of approval of the Project, the MMP set forth in Section 4.0 of the Final EIR. In the event of any inconsistencies between the mitigation measures as set forth herein and the MMP, the MMP shall control, except to the extent that a mitigation measure contained herein is inadvertently omitted form the MMP, in which case such mitigation measure shall be deemed as if it were included in the MMP.

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4.0 MITIGATION MONITORING PLAN

4.1 INTRODUCTION

To ensure that the mitigation measures contained in this EIR are properly implemented, a monitoring plan has been developed pursuant to State law. This Mitigation Monitoring Plan (MMP) identifies measures incorporated in the Project which reduce its potential environmental effects; the entities responsible for implementation and monitoring of mitigation measures; and the appropriate timing for implementation of mitigation measures. As described at *CEQA Guidelines* §15097, this MMP employs both reporting on, and monitoring of, Project mitigation measures.

The objectives of the MMP are to:

- Assign responsibility for, and ensure proper implementation of mitigation measures;
- Assign responsibility for, and provide for monitoring and reporting of compliance with mitigation measures;
- Provide the mechanism to identify areas of noncompliance and need for enforcement action before irreversible environmental damage occurs.

Mitigation monitoring and reporting procedures incorporated in the Project are presented in the following Section 4.2. Specific mitigation measures incorporated in the Project, mitigation timing, and implementation and reporting/monitoring responsibilities are presented within this Section at Table 4.2-1.

4.2 MITIGATION MONITORING AND REPORTING

Mitigation Monitoring and Responsibilities

As the Lead Agency, the City of Moreno Valley is responsible for ensuring full compliance with the mitigation measures adopted for the proposed Project. The City will monitor and report on all mitigation activities. Mitigation measures will be implemented at different stages of development throughout the Project area. In this regard, the responsibilities for implementation have been assigned to the Applicant, Contractor, or a combination thereof.

If during the course of Project implementation, any of the mitigation measures identified herein cannot be successfully implemented, the City shall be immediately informed, and the City will then inform any affected responsible agencies. The City, in conjunction with any affected responsible agencies, will then determine if modification to the Project is required and/or whether alternative mitigation is appropriate.

Table 4.2-1
RPT Centerpointe West Project
Mitigation Monitoring Plan

General Note: *To facilitate coordination and effective implementation of mitigation measures, the mitigation measures provided herein shall appear on all grading plans, construction specifications, and bid documents. Incorporation of required notations shall be verified by the City prior to issuance of first development permit. Implementation Entities shall comply with listed mitigation requirements.*

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
Traffic and Circulation				
4.2.1 Elsworth Street and Cactus Avenue Improvements: *Prior to issuance of the first Certificate of Occupancy, the Project Applicant shall construct the following improvement.* • *Remove the existing southbound crosswalk (i.e., the crosswalk on the western leg of the intersection) to provide additional "green time" to other approaches. This removal shall be accomplished in a manner consistent with applicable regulations, including but not limited to Chapter 3B of the 2012 California Manual on Uniform Traffic Control Devices (MUTCD), and Section 21950.5 of the California Vehicle Code. The existing crosswalks on the north, east and south legs of the intersection shall be maintained.*	Prior to issuance of first Certificate of Occupancy.	Applicant	City of Moreno Valley, Transportation Division and Land Development Division	City shall verify completion of improvements prior to issuance of first Certificate of Occupancy.
4.2.2 I-215 Southbound Ramps at Cactus Avenue Improvement: • *Construct a second westbound through lane.* *This improvement will be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of I-215 Southbound Ramps at Cactus Avenue.*	Prior to issuance of first Certificate of Occupancy.	Applicant	City of Moreno Valley, Transportation Division and Land Development Division	City shall verify receipt of fees before issuance of first Certificate of Occupancy.

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Table 4.2-1
RPT Centerpointe West Project
Mitigation Monitoring Plan

General Note: *To facilitate coordination and effective implementation of mitigation measures, the mitigation measures provided herein shall appear on all grading plans, construction specifications, and bid documents. Incorporation of required notations shall be verified by the City prior to issuance of first development permit. Implementation Entities shall comply with listed mitigation requirements.*

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
Traffic and Circulation				
4.2.3 I-215 Northbound Ramps at Cactus Avenue Improvements: • *Construct a second northbound left-turn lane;* • *Re-stripe the existing eastbound shared through/right-turn lane as the third through lane;* • *Construct a dedicated eastbound right-turn lane;* • *Construct a third westbound through lane; and* • *Construct a dedicated westbound right-turn lane.* *These improvements will be funded through participating in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of I-215 Northbound Ramps at Cactus Avenue.*	Prior to issuance of first Certificate of Occupancy.	Applicant	City of Moreno Valley, Transportation Division and Land Development Division	City shall verify receipt of fees before issuance of first Certificate of Occupancy.
4.2.4 Elsworth Street at Cactus Avenue Improvement: • *Construct a third eastbound through lane.* *This improvement will be funded through participation in the TUMF and/or DIF program(s). The Project will pay required fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Elsworth Street at Cactus Avenue.*	Prior to issuance of first Certificate of Occupancy.	Applicant	City of Moreno Valley, Transportation Division and Land Development Division	City shall verify receipt of fees before issuance of first Certificate of Occupancy.

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Table 4.2-1
RPT Centerpointe West Project
Mitigation Monitoring Plan

General Note: *To facilitate coordination and effective implementation of mitigation measures, the mitigation measures provided herein shall appear on all grading plans, construction specifications, and bid documents. Incorporation of required notations shall be verified by the City prior to issuance of first development permit. Implementation Entities shall comply with listed mitigation requirements.*

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
Traffic and Circulation				
4.2.5 Frederick Street at Cactus Avenue Improvements: • *Construct a third eastbound through lane; and* • *Construct a third westbound through lane.* *These improvements will be funded through participating in the TUMF and/or DIF program(s). The Project will pay required fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Frederick Street at Cactus Avenue.*	Prior to issuance of first Certificate of Occupancy.	Applicant	City of Moreno Valley, Transportation Division and Land Development Division	City shall verify receipt of fees before issuance of first Certificate of Occupancy.
4.2.6 Graham Street at Cactus Avenue Improvements: • *Remove the existing southbound crosswalk (i.e., crosswalk on the west leg) to provide additional green time to other approaches; and* • *Construct a third eastbound through lane.* *These improvements will be funded through participating in the TUMF and/or DIF program(s). The Project will pay required fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Graham Street at Cactus Avenue.*	Prior to issuance of first Certificate of Occupancy.	Applicant	City of Moreno Valley, Transportation Division and Land Development Division	City shall verify receipt of fees before issuance of first Certificate of Occupancy.

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Table 4.2-1
RPT Centerpointe West Project
Mitigation Monitoring Plan

General Note: *To facilitate coordination and effective implementation of mitigation measures, the mitigation measures provided herein shall appear on all grading plans, construction specifications, and bid documents. Incorporation of required notations shall be verified by the City prior to issuance of first development permit. Implementation Entities shall comply with listed mitigation requirements.*

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
Air Quality				
4.3.1 *Pursuant to SCAQMD Rule 403 requirements:* • *All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.* • *The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.* • *The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are limited to 15 miles per hour or less.*	On-going implementation of mitigation requirements during Project construction.	Applicant and contractor(s)	City of Moreno Valley, Planning Division	On-going monitoring by construction superintendent. City to respond to any community concerns regarding Project construction activities.
4.3.2 *A sign shall be posted on-site stating that construction workers shall not idle diesel engines in excess of five minutes.*	On-going implementation of mitigation requirements during Project construction.	Applicant and contractor(s)	City of Moreno Valley, Planning Division	On-going monitoring by construction superintendent. City to respond to any community concerns regarding Project construction activities.

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Table 4.2-1
RPT Centerpointe West Project
Mitigation Monitoring Plan

General Note: *To facilitate coordination and effective implementation of mitigation measures, the mitigation measures provided herein shall appear on all grading plans, construction specifications, and bid documents. Incorporation of required notations shall be verified by the City prior to issuance of first development permit. Implementation Entities shall comply with listed mitigation requirements.*

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
Air Quality				
4.3.3 *During grading activities, total horsepower-hours per day for all equipment shall not exceed 13,568 horsepower-hours per day and the maximum disturbance (actively graded) area shall not exceed four acres per day.*	On-going implementation of mitigation requirements during Project construction.	Applicant and contractor(s)	City of Moreno Valley, Planning Division and Land Development Division	On-going monitoring by construction superintendent. City to respond to any community concerns regarding Project construction activities.
4.3.4 *Only "Zero-Volatile Organic Compounds" paints (no more than 150 gram/liter of VOC) and/or High Pressure Low Volume (HPLV) applications consistent with South Coast Air Quality Management District Rule 1113 shall be used.*	On-going implementation of mitigation requirements during Project construction.	Applicant and contractor(s)	City of Moreno Valley, Planning Division and Land Development Division	On-going monitoring by construction superintendent. City to respond to any community concerns regarding Project construction activities.
4.3.5 *The Project truck access gates and loading docks site shall be posted with signs which state:* • *Truck drivers shall turn off engines when not in use;* • *Diesel delivery trucks servicing the Project shall not idle for more than three minutes; and* • *Telephone numbers of the building facilities manager and the CARB to report violations.*	Prior to issuance of first Certificate of Occupancy.	Applicant and contractor(s)	City of Moreno Valley, Planning Division	Before issuance of first Certificate of Occupancy.

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Table 4.2-1
RPT Centerpointe West Project
Mitigation Monitoring Plan

General Note: *To facilitate coordination and effective implementation of mitigation measures, the mitigation measures provided herein shall appear on all grading plans, construction specifications, and bid documents. Incorporation of required notations shall be verified by the City prior to issuance of first development permit. Implementation Entities shall comply with listed mitigation requirements.*

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
Air Quality				
4.3.6 *The Project's final site design shall allow for trucks to check-in within the facility area to prevent queuing of trucks outside the facility.*	Prior to issuance of first Building Permit.	Applicant	City of Moreno Valley, Planning Division	City shall verify designs prior to Final Site Plan approval, with verification of implemented check-in improvements at issuance of first Building Permit.
4.3.7 *The building roof shall be designed and constructed to accommodate solar panels.*	Prior to issuance of first Building Permit.	Applicant	City of Moreno Valley, Planning Division	City shall verify final designs prior to issuance of first building permit. Implemented design to be verified prior to the issuance of first Building Permit.
4.3.8 *Prior to issuance of the first Certificate of Occupancy, the Project shall install a photovoltaic array (solar panels) or other source of renewable energy generation onsite, or otherwise acquire energy from the local utility that has been generated by renewable resources, to meet the Project's office electrical needs.*	Prior to issuance of first Certificate of Occupancy.	Applicant	City of Moreno Valley, Planning Division	City shall verify final designs prior to issuance of first building permit. Implemented design to be verified prior to the issuance of first Certificate of Occupancy.

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Table 4.2-1
RPT Centerpointe West Project
Mitigation Monitoring Plan

General Note: *To facilitate coordination and effective implementation of mitigation measures, the mitigation measures provided herein shall appear on all grading plans, construction specifications, and bid documents. Incorporation of required notations shall be verified by the City prior to issuance of first development permit. Implementation Entities shall comply with listed mitigation requirements.*

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
Air Quality				
4.3.9 *The Project shall provide secure, weather-protected on-site bicycle storage/parking. Bicycle storage parking/quantity and location shall be consistent with City of Moreno Valley requirements;* *The Project shall provide pedestrian and bicycle connections to surrounding areas, consistent with provisions of the City of Moreno Valley General Plan. Location and configurations of proposed pedestrian and bicycle connections are subject to review and approval by the City. Prior to Final Site Plan approval, pedestrian and bicycle connections shall be indicated on the Project Site Plan;* *The Project shall provide onsite showers (one for males and one for females). Lockers for employees shall be provided.*	Prior to issuance of first Building Permit.	Applicant	City of Moreno Valley, Planning Division	City shall verify final designs prior to final site plan approval. Implemented design to be verified prior to the issuance of first Building Permit.
Noise				
4.4.1 *During all Project site construction, the construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. The construction contractor shall place all stationary construction equipment so that emitted noise is directed away from the noise sensitive receptors nearest the project site.*	On-going implementation of mitigation requirements during Project construction.	Applicant and contractor(s)	City of Moreno Valley, Planning Division and Building and Safety Division	On-going monitoring by construction superintendent. City to respond to any community concerns regarding Project construction activities.

MV00187922

Table 4.2-1
RPT Centerpointe West Project
Mitigation Monitoring Plan

General Note: *To facilitate coordination and effective implementation of mitigation measures, the mitigation measures provided herein shall appear on all grading plans, construction specifications, and bid documents. Incorporation of required notations shall be verified by the City prior to issuance of first development permit. Implementation Entities shall comply with listed mitigation requirements.*

	Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
Noise					
4.4.2	*The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise sensitive receptors nearest the project site during all Project construction.*	On-going implementation of mitigation requirements during Project construction.	Applicant and contractor(s)	City of Moreno Valley, Planning Division and Building and Safety Division	City to verify required notations before issuance of first development permit. Thereafter, on-going monitoring by construction superintendent. City to respond to any community concerns regarding Project construction activities.
4.4.3	*The construction contractor shall limit haul truck deliveries to weekdays between the hours of 7:00 a.m. and 8:00 p.m., or the same hours specified for construction equipment. Haul routes that utilize only City-designated truck routes shall be identified on construction plans. The Project construction manager shall be responsible for ensuring that all contractors operate in compliance with construction plan specifications.*	On-going implementation of mitigation requirements during Project construction.	Applicant and contractor(s)	City of Moreno Valley, Planning Division and Building and Safety Division	On-going monitoring by construction superintendent. City to respond to any community concerns regarding Project construction activities.

Table 4.2-1
RPT Centerpointe West Project
Mitigation Monitoring Plan

General Note: *To facilitate coordination and effective implementation of mitigation measures, the mitigation measures provided herein shall appear on all grading plans, construction specifications, and bid documents. Incorporation of required notations shall be verified by the City prior to issuance of first development permit. Implementation Entities shall comply with listed mitigation requirements.*

	Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
Noise					
4.4.4	*All trucks, tractors, and forklifts shall be operated with proper operating and well maintained mufflers.*	On-going implementation of mitigation requirements during Project construction.	Applicant and contractor(s)	City of Moreno Valley, Planning Division and Building and Safety Division	On-going monitoring by construction superintendent. City to respond to any community concerns regarding Project construction activities.
4.4.5	*Maintain quality pavement conditions that are free of bumps to minimize truck noise.*	On-going implementation of mitigation requirements during Project construction.	Applicant and contractor(s)	City of Moreno Valley, Planning Division and Building and Safety Division	On-going monitoring by construction superintendent. City to respond to any community concerns regarding Project construction activities.
4.4.6	*The truck access gates and loading docks within the truck court on the project site shall be posted with signs which state:* • *Truck drivers shall turn off engines when not in use;* • *Diesel trucks servicing the Project shall not idle for more than five minutes; and* • *Post telephone numbers of the building facilities manager to report violations.*	On-going implementation of mitigation requirements during Project construction.	Applicant and contractor(s)	City of Moreno Valley, Planning Division	On-going monitoring by construction superintendent. City to respond to any community concerns regarding Project construction activities.

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Table 4.2-1
RPT Centerpointe West Project
Mitigation Monitoring Plan

General Note: *To facilitate coordination and effective implementation of mitigation measures, the mitigation measures provided herein shall appear on all grading plans, construction specifications, and bid documents. Incorporation of required notations shall be verified by the City prior to issuance of first development permit. Implementation Entities shall comply with listed mitigation requirements.*

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
Biological Resources				
BR-1 *If possible, all vegetation removal activities shall be scheduled from August 1 to February 1, which is outside the general avian nesting season. This would ensure that no active nests would be disturbed and that removal could proceed rapidly. If vegetation is to be cleared during the nesting season (February 15 – July 31), all suitable habitat will be thoroughly surveyed within 72 hours prior to clearing for the presence of nesting birds by a qualified Project biologist. The Project biologist shall be retained by the Applicant and vetted by the City. The survey results shall be submitted by the Project Applicant to the City Planning Department. If any active nests are detected, the area shall be flagged and mapped on the construction plans along with a minimum 300-foot buffer and up to 500 feet for raptors, with the final buffer distance to be determined by the qualified biologist. The buffer area shall be avoided until the nesting cycle is complete or it is determined that the nest has failed. In addition, the biologist will be present on the site to monitor the vegetation removal to ensure that any nests, which were not detected during the initial survey, are not disturbed.*	Nesting bird surveys and any necessary species protection or relocation activities shall be completed prior to issuance of grading permit(s) for the affected area(s).	Applicant	City of Moreno Valley, Planning Division and Project Biologist	City and Project Biologist to verify adequacy of Surveys and any necessary species protection or relocation activities prior to issuance of grading permit(s) for the affected area(s).

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MV00187925

Table 4.2-1
RPT Centerpointe West Project
Mitigation Monitoring Plan

General Note: *To facilitate coordination and effective implementation of mitigation measures, the mitigation measures provided herein shall appear on all grading plans, construction specifications, and bid documents. Incorporation of required notations shall be verified by the City prior to issuance of first development permit. Implementation Entities shall comply with listed mitigation requirements.*

	Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
Biological Resources					
BR-2	*Within 30 days prior to site clearing activities, a pre-construction burrowing owl survey shall be conducted to document the presence/absence of any occupied owl burrows. Any owls present shall be passively or actively relocated following CDFG approved protocols, and with CDFG permission, prior to commencement of clearing. The survey shall be submitted to the City Planning Department prior to issuance of a grading permit.*	Nesting bird surveys and any necessary species protection or relocation activities shall be completed prior to issuance of grading permit(s) for the affected area(s).	Applicant	City of Moreno Valley, Planning Division and Project Biologist	City and Project Biologist to verify adequacy of Surveys and any necessary species protection or relocation activities prior to issuance of grading permit(s) for the affected area(s).
BR-3	*Prior to the issuance of a grading permit, the Project Applicant shall be responsible for ensuring that a biological resources survey is conducted for the Project site during nesting season (February 15 to July 31) by a qualified biologist, consistent with the policies of the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP). This survey will specifically address the identification of potential burrowing owl (*Athena cunicularia*) habitat, and the protection of species associated with riparian/riverine areas and vernal pools. The results of this biological survey shall be submitted to the City for review. If the City finds that the Project, in its final design, would involve areas of burrowing owl occupation, and/or areas of riparian or riverine resources, the following requirements would apply:*	Nesting bird surveys and any necessary species protection or relocation activities shall be completed prior to issuance of grading permit(s) for the affected area(s).	Applicant	City of Moreno Valley, Planning Division and Project Biologist	City and Project Biologist to verify adequacy of Surveys and any necessary species protection or relocation activities prior to issuance of grading permit(s) for the affected area(s).

MV00187926

Table 4.2-1
RPT Centerpointe West Project
Mitigation Monitoring Plan

General Note: *To facilitate coordination and effective implementation of mitigation measures, the mitigation measures provided herein shall appear on all grading plans, construction specifications, and bid documents. Incorporation of required notations shall be verified by the City prior to issuance of first development permit. Implementation Entities shall comply with listed mitigation requirements.*

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
• *If the site contains, or is part of an area supporting less than 35 acres of suitable burrowing owl habitat, or the survey reveals that the site and the surrounding area supports fewer than three pairs of burrowing owls, then the on-site burrowing owls will be passively or actively relocated following accepted protocols.* • *If the site (including adjacent areas) supports three or more pairs of burrowing owls, supports greater than 35 acres of suitable habitat and is non-contiguous with MSHCP Conservation Area lands, at least 90 percent of the area with long-term conservation value and burrowing owl pairs will be conserved onsite.* • *If the 90 percent threshold cannot be met, the City of Moreno Valley, as a permittee of the MSHCP, must make a Determination of Biologically Equivalent or Superior Preservation.* • *If riparian/riverine resources are present onsite and cannot be avoided, a Determination of Biologically Equivalent or Superior Preservation will be required.*				

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MV00187927

ORDINANCE NO. 857

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING ZONE CHANGE APPLICATION PA12-0022 TO CHANGE THE ZONE FROM BUSINESS PARK MIXED-USE TO LIGHT INDUSTRIAL FOR A 7.6 ACRE SITE LOCATED AT THE NORTHEAST CORNER OF FREDERICK STREET AND CACTUS AVENUE (ASSESSOR'S PARCEL NUMBER 297-170-027).

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1 GENERAL:

1.1 The applicant, Ridge Moreno Valley, LLC, has filed application PA12-0022, requesting an amendment of the City' Official Zoning Atlas as described in this ordinance.

1.2 Pursuant to the provisions of the law, a public hearing was held before the City Council on December 11, 2012, for deliberations and decision.

1.3 The matter was fully discussed, and the public and other agencies presented testimony and documentation.

1.4 An Environmental Impact Report is proposed for the project under California Environmental Quality Act (CEQA) guidelines.

SECTION 2 FINDINGS:

2.1 Based upon substantial evidence presented to this City Council on December 11, 2012, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed amendment is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The project proposes a change to the Zoning Atlas for 7.6 acres located within Assessor's Parcel Numbers 297-170-027 from Business Park Mixed-Use (BPX) to Light Industrial (LI). Potential impacts to traffic and air quality have been examined through the preparation of a Final Environmental Impact Report. Subject to approval of the Final Environmental Impact Report, the proposed Zone Change is consistent with and does not conflict with the

goals, objective, policies or programs of the General Plan. Buildings able to accommodate support commercial services are provided within close proximity to the site at the intersection of Frederick Street and Alessandro Boulevard.

2. Health, Safety and Welfare – The proposed amendment will not adversely affect the public health, safety or general welfare.

   FACT: The proposed Zone Change will not adversely affect the public health, safety or general welfare. A Final EIR has been prepared to address the potential environmental impacts of the Zone Change in accordance with the provisions of the California Environmental Quality Act (CEQA). Subject to approval of the Final EIR, the proposed Zone Change will not have a significant affect on public health or be materially injurious to surrounding properties or the environment as a whole.

3. Conformance with the Zoning Regulations – The proposed pre-zoning is consistent with the purposes and intent of Title 9 of the City of Moreno Valley Municipal Code.

   FACT: The applicant has met the City's Municipal Code and other regulations to change the zone. As proposed, the zone change from BPX to LI for the 7.6 acre project site is consistent with the purposes and intent of Title 9.

SECTION 3 AMENDMENT OF THE OFFICIAL ZONING ATLAS:

3.1 The City of Moreno Valley Official Zoning Atlas, as adopted by Ordinance No. 359, on April 14, 1992, of the City of Moreno Valley, and as amended thereafter from time to time by the City Council of the City of Moreno Valley, is further amended by placing in effect the zone or zone classification as shown on the attached map (marked "Exhibit A" and included herein by reference and on file in the office of the City Clerk).

SECTION 4 EFFECT OF ENACTMENT:

4.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5 NOTICE OF ADOPTION:

5.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6 EFFECTIVE DATE:

6.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 8th day of January, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halsted, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 857 had its first reading on December 11, 2012 and had its second reading on January 8, 2013, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 8th day of January, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

EXHIBIT A

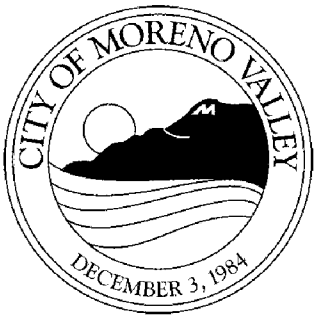

ZONE CHANGE

Application No. PA12-0022
Ordinance No. ___

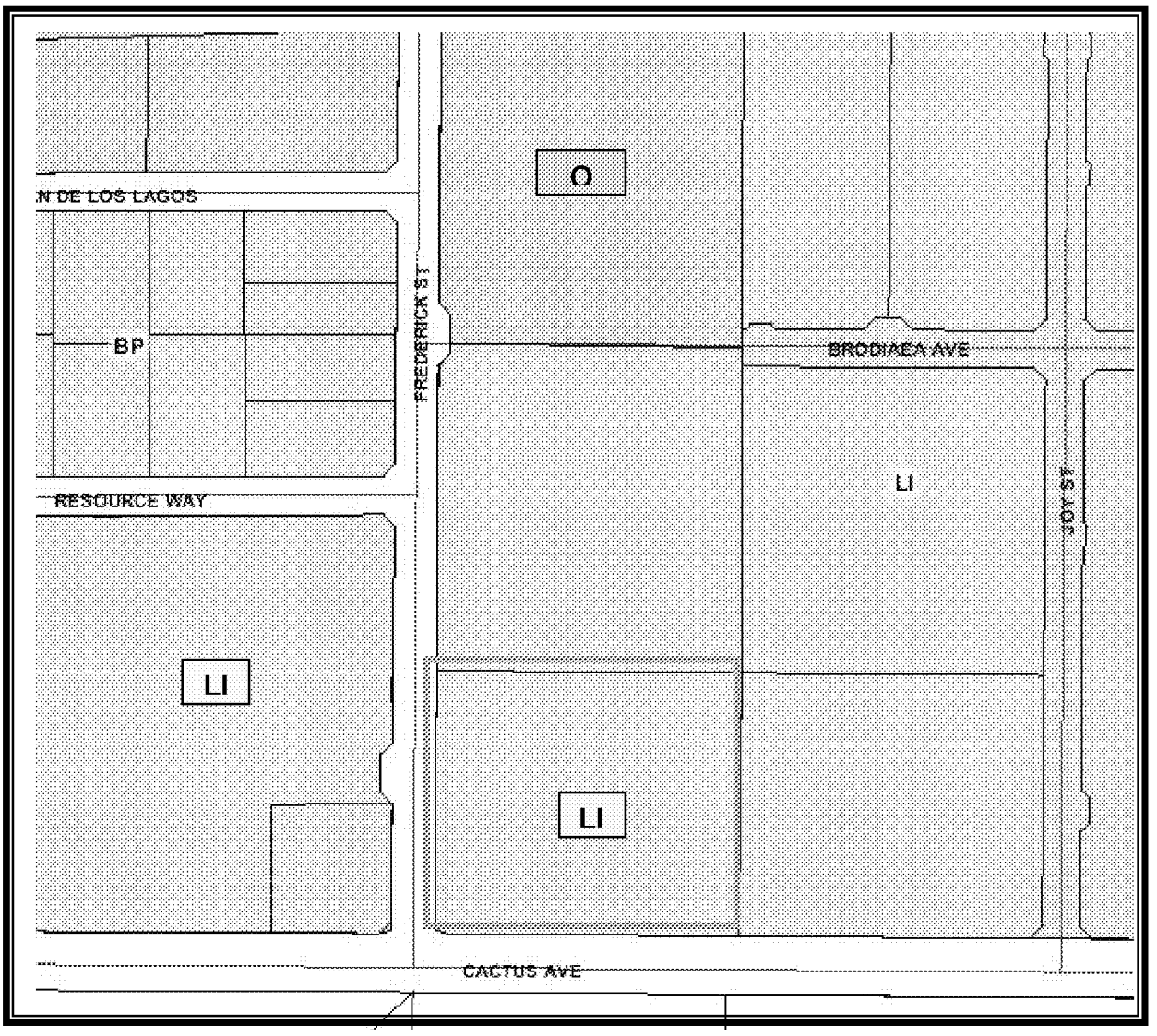

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ADOPTED: January 8, 2013

EFFECTIVE: February 8, 2013

Item No. E.2

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MV00187933

RESOLUTION NO. 2012-107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, FOR APPROVAL OF PLOT PLAN PA12-0019 FOR A 164,720 SF WAREHOUSE OR AN ENCLOSED TRUCK STORAGE YARD, PLOT PLAN PA12-0020 FOR A 507,720 SF ADDITION TO AN EXISTING 779,016 SF WAREHOUSE FOR A TOTAL OF 1,286,736 SF, AND PLOT PLAN PA12-0021 FOR A 607,920 SF WAREHOUSE FOR THE RPT CENTERPOINTE WEST PROJECT.

Section 1:

WHEREAS, the applicant, Ridge Moreno Valley, LLC, has filed an application the approval of PA12-0019, for a 164,720 square foot warehouse or an enclosed truck storage yard on 7.6 acres, as described in the title of this Resolution; and

WHEREAS, on December 11, 2012, the City Council held a public hearing to consider the project; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, there is hereby imposed on the subject development project certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances; and

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that this project is subject to certain fees, dedications, reservations and other exactions as provided herein.

NOW, THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this City Council during the above-referenced meeting on December 11, 2012, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The General Plan encourages a mix of industrial uses to provide a diversified economic base and ample employment opportunities. Stated policies require the avoidance of adverse impacts on surrounding properties and the screening of industrial uses to reduce glare, noise, dust, vibrations and unsightly views. The project as designed and conditioned would achieve the objectives of the City of Moreno Valley's General Plan. The proposed project is consistent with the General Plan and do not conflict with the goals, objectives, policies, and programs established within the Plan. Buildings able to accommodate support commercial services are provided within close proximity to the site at the intersection of Frederick Street and Alessandro Boulevard.

2. Conformance with Zoning Regulations – The proposed use complies with all applicable zoning and other regulations.

   FACT: The project site is currently zoned BPX. The project proposes a Zone Change to LI to allow for a building larger than 50,000 square feet. Subject to approval of the related Zone Change application (PA12-0022) the proposed use will comply with all applicable zoning other regulations. The project is designed in accordance with the provisions of Chapter 9.05 Industrial Districts of the City's Municipal Code.

3. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

   FACT: The proposed 164,720 square foot warehouse or the enclosed truck storage yard as designed and conditioned will not adversely affect the public health, safety or general welfare. A Final EIR has been prepared to address the potential environmental impacts of the project in accordance with the provisions of the California Environmental Quality Act (CEQA).

4. Location, Design and Operation – The location, design and operation of the proposed project will be compatible with existing and planned land uses in the vicinity.

FACT: The project is located at the northeast corner of Frederick Street and Cactus Avenue, northerly of the March Air Reserve Base (MARB), and approximately one mile easterly of Interstate 215 (I-215). Land uses to the north include administrative facilities of the Riverside County Waste Management Department with City Hall offices for the Bureau of Land Management and Social Security to the northwest. Land uses to the west include a warehouse of approximately 522,000 square feet which is under construction, a vacant retail building, and a mix of business park, office and retail uses. Land uses to the east include existing from Frederick Street to Heacock Street include warehouse facilities of 500,000 square feet or greater in building area. East of Heacock Street are single-family tract homes. Further to the north, to the north of Alessandro Boulevard, existing uses include commercial and residential uses. Southerly of the Project site, across Cactus Avenue, is the March Air Reserve Base (MARB). MARB properties located opposite the Project site are currently undeveloped and are designated for "Business Park" uses under the MARB General Plan.

The proposed warehouse distribution building or truck storage yard are not permitted uses in the BPX zone. The project requires a Zone Change to LI. As designed and conditioned and subject to approval of the above mentioned Zone Change, this plot plan is compatible with existing and proposed land uses in the vicinity.

Section 2:

WHEREAS, the applicant, Ridge Moreno Valley, LLC, has filed an application for the approval of PA12-0020, a Plot Plan for a 507,720 square foot addition to an existing 770,016 square foot warehouse for a total of 1,286,736 square feet, as described in the title of this Resolution; and

WHEREAS, on December 11, 2012, the City Council of the City of Moreno Valley held a public hearing to consider the subject applications and the environmental documentation prepared for the project; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, there is hereby imposed on the subject development project certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances; and

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that this project is subject to certain fees, dedications, reservations and other exactions as provided herein.

NOW, THEREFORE, BE IT RESOLVED, it is hereby found, determined and resolved by the City Council of the City of Moreno Valley as follows:

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this City Council during the above-referenced meeting on December 11, 2012, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The General Plan encourages a mix of industrial uses to provide a diversified economic base and ample employment opportunities. Stated policies require the avoidance of adverse impacts on surrounding properties and the screening of industrial uses to reduce glare, noise, dust, vibrations and unsightly views. The project as designed and conditioned would achieve the objectives of the City of Moreno Valley's General Plan. The proposed project is consistent with the General Plan and do not conflict with the goals, objectives, policies, and programs established within the Plan. Buildings able to accommodate support commercial services are provided within close proximity to the site at the intersection of Frederick Street and Alessandro Boulevard.

2. Conformance with Zoning Regulations – The proposed use complies with all applicable zoning and other regulations.

   FACT: The project site is current zoned LI. The plot plan as designed and conditioned will comply with all applicable zoning other regulations. The project is designed in accordance with the provisions of Chapter 9.05 Industrial Districts of the City's Municipal Code.

3. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

FACT: The proposed a 507,720 square foot addition to the existing warehouse as designed and conditioned will not adversely affect the public health, safety or general welfare. A Final EIR has been prepared to address the potential environmental impacts of the project in accordance with the provisions of the California Environmental Quality Act (CEQA).

4. Location, Design and Operation – The location, design and operation of the proposed project will be compatible with existing and planned land uses in the vicinity.

   FACT: The project is located at the northeast corner of Frederick Street and Cactus Avenue, northerly of the March Air Reserve Base (MARB), and approximately one mile easterly of Interstate 215 (I-215). Land uses to the north include administrative facilities of the Riverside County Waste Management Department with City Hall offices for the Bureau of Land Management and Social Security to the northwest. Land uses to the west include a warehouse of approximately 522,000 square feet which is under construction, a vacant retail building, and a mix of business park, office and retail uses. Land uses to the east include existing from Frederick Street to Heacock Street include warehouse facilities of 500,000 square feet or greater in building area. East of Heacock Street are single-family tract homes. Further to the north, to the north of Alessandro Boulevard, existing uses include commercial and residential uses. Southerly of the Project site, across Cactus Avenue, is the March Air Reserve Base (MARB). MARB properties located opposite the Project site are currently undeveloped and are designated for "Business Park" uses under the MARB General Plan.

   The proposed warehouse distribution building or truck storage yard are not permitted uses in the BPX zone. The project requires a Zone Change to LI. As designed and conditioned and subject to approval of the above mentioned Zone Change, this plot plan is compatible with existing and proposed land uses in the vicinity.

Section 3:

WHEREAS, the applicant, Ridge Moreno Valley, LLC, has filed an application for the approval of PA12-0021, a Plot Plan for a Plot Plan for a 607,920 square foot warehouse, as described in the title of this Resolution; and

WHEREAS, on December 11, 2012, the City Council of the City of Moreno Valley held a public hearing to consider the subject applications and the environmental documentation prepared for the project; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, there is hereby imposed on the subject development project certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances; and

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that this project is subject to certain fees, dedications, reservations and other exactions as provided herein.

NOW, THEREFORE, BE IT RESOLVED, it is hereby found, determined and resolved by the City Council of the City of Moreno Valley as follows:

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this City Council during the above-referenced meeting on December 11, 2012, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The General Plan encourages a mix of industrial uses to provide a diversified economic base and ample employment opportunities. Stated policies require the avoidance of adverse impacts on surrounding properties and the screening of industrial uses to reduce glare, noise, dust, vibrations and unsightly views. The project as designed and conditioned would achieve the objectives of the City of Moreno Valley's General Plan. The proposed project is consistent with the General Plan and do not conflict with the goals, objectives, policies, and programs established within the Plan. Buildings able to accommodate support commercial services are provided within close proximity to the site at the intersection of Frederick Street and Alessandro Boulevard.

2. Conformance with Zoning Regulations – The proposed use complies with all applicable zoning and other regulations.

   FACT: The project site is current zoned LI. The plot plan as designed and conditioned will comply with all applicable zoning other regulations. The project is designed in accordance with the provisions of Chapter 9.05 Industrial Districts of the City's Municipal Code.

3. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

   FACT: The proposed a 607,920 square foot warehouse as designed and conditioned will not adversely affect the public health, safety or general welfare. A Final EIR has been prepared to address the potential environmental impacts of the project in accordance with the provisions of the California Environmental Quality Act (CEQA).

4. Location, Design and Operation – The location, design and operation of the proposed project will be compatible with existing and planned land uses in the vicinity.

   FACT: The project is located at the northeast corner of Frederick Street and Cactus Avenue, northerly of the March Air Reserve Base (MARB), and approximately one mile easterly of Interstate 215 (I-215). Land uses to the north include administrative facilities of the Riverside County Waste Management Department with City Hall offices for the Bureau of Land Management and Social Security to the northwest. Land uses to the west include a warehouse of approximately 522,000 square feet which is under construction, a vacant retail building, and a mix of business park, office and retail uses. Land uses to the east include existing from Frederick Street to Heacock Street include warehouse facilities of 500,000 square feet or greater in building area. East of Heacock Street are single-family tract homes. Further to the north, to the north of Alessandro Boulevard, existing uses include commercial and residential uses. Southerly of the Project site, across Cactus Avenue, is the March Air Reserve Base (MARB). MARB properties located opposite the Project site are currently undeveloped and are designated for "Business Park" uses under the MARB General Plan.

The proposed warehouse distribution building or truck storage yard are not permitted uses in the BPX zone. The project requires a Zone Change to LI. As designed and conditioned and subject to approval of the above mentioned Zone Change, this plot plan is compatible with existing and proposed land uses in the vicinity.

Section 4:

A. FEES, DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

1. FEES

Impact, mitigation and other fees are due and payable under currently applicable ordinances and resolutions. These fees may include but are not limited to: Development Impact Fee, Transportation Uniform Mitigation Fee (TUMF), Multi-species Habitat Conservation Plan (MSHCP) Mitigation Fee, Stephens Kangaroo Habitat Conservation fee, Underground Utilities in lieu Fee, Area Drainage Plan fee, Bridge and Thoroughfare Mitigation fee (Future) and Traffic Signal Mitigation fee. The final amount of fees payable is dependent upon information provided by the applicant and will be determined at the time the fees become due and payable.

Unless otherwise provided for by this resolution, all impact fees shall be calculated and collected at the time and in the manner provided in Chapter 3.32 of the City of Moreno Valley Municipal Code or as so provided in the applicable ordinances and resolutions. The City expressly reserves the right to amend the fees and the fee calculations consistent with applicable law.

2. DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

The adopted Conditions of Approval for PA12-0019, PA12-0020 and PA12-0021, incorporated herein by reference, may include dedications, reservations, and exactions pursuant to Government Code Section 66020 (d) (1).

3. CITY RIGHT TO MODIFY/ADJUST; PROTEST LIMITATIONS

The City expressly reserves the right to establish, modify or adjust any fee, dedication, reservation or other exaction to the extent permitted and as authorized by law.

Pursuant to Government Code Section 66020(d)(1), NOTICE IS FURTHER GIVEN that the 90 day period to protest the imposition of any impact fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this resolution and any such protest must be in a manner that complies with Section 66020(a) and failure to timely follow this procedure will bar any subsequent legal action to attack, review, set aside, void or annul imposition.

The right to protest the fees, dedications, reservations, or other exactions does not apply to planning, zoning, grading, or other similar application processing fees or service fees in connection with this project and it does not apply to any fees, dedication, reservations, or other exactions of which a notice has been given similar to this, nor does it revive challenges to any fees for which the Statute of Limitations has previously expired.

BE IT FURTHER RESOLVED that the City Council HEREBY APPROVES Resolution No. 2012-____

APPROVING Plot Plan PA12-0019, Plot Plan PA12-0020, and Plot Plan PA12-0021), subject to the attached conditions of approval included as Exhibits A, B and C.

APPROVED AND ADOPTED this 11th day of December, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-107 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of December, 2012 by the following vote:

AYES:

NOES: None

ABSENT: None

ABSTAIN: None

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

EXHIBIT A

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL FOR
PLOT PLAN PA12-0019 FOR A WAREHOUSE DISTRIBUTION BUILDING
OR A TRUCK STORAGE YARD
ASSESSOR'S PARCEL NUMBER: 297-170-027

APPROVAL DATE:
EXPIRATION DATE:

_X_ Planning (P), including Building (B), School District (S), Post Office (PO)
_X_ Fire Prevention Bureau (F)
_X_ Land Development (LD)
_X_ Public Works – Special Districts (SD)
_X_ Public Works – Transportation Engineering (TE)
_X_ Public Works – Moreno Valley Utilities (MVU)
___ Parks & Community Services (PCS)
_X_ Police (PD)

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Planning Division

P1. Approval of Plot Plan PA12-0019 is subject to certification of an Environmental Impact Report (P12-057) and approval of a Zone Change (PA12-0022) from Business Park Mixed-Use (BPX) to Light Industrial (LI) by the City of Moreno Valley.

P2. Plot Plan PA12-0019 has been approved for development of two alternatives. Alternative 1 is a truck storage yard for 294 truck/trailers to be screened by 14 foot tall perimeter walls. Alternative 2 is a 164,720 square foot warehouse distribution building to be built on a 7.6 acre site within Assessor's Parcel Number 297-170-027. This project includes 17 dock doors and a maximum of 10,000 square feet of office. Required parking for this use equates to a total of 99 employee/visitor parking spaces and 17 truck/trailer parking spaces.

P3. A mitigation monitoring fee, as provided by City ordinance, shall be paid by the applicant within 30 days of project approval. No City permit or approval shall be issued until such fee is paid. (CEQA)

P4. Bicycle racks shall be provided at a minimum of five (5) percent of the required vehicular parking and shall be located near the designated office

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Timing Mechanisms for Conditions (see abbreviation at beginning of affected condition):

R - Map Recordation | GP - Grading Permits | CO - Certificate of Occupancy or building final
WP - Water Improvement Plans | BP - Building Permits | P - Any permit

Governing Document (see abbreviation at the end of the affected condition):

GP - General Plan | MC - Municipal Code | CEQA - California Environmental Quality Act
Ord - Ordinance | DG - Design Guidelines | Ldscp - Landscape Development Guidelines and Specs
Res - Resolution | UFC - Uniform Fire Code | UBC - Uniform Building Code
SBM - Subdivision M

area(s).

P5. The gates into truck loading and parking areas that are within view of a public street shall be of solid metal construction or wrought iron with mesh to screen the interior of the loading area.

P6. This project shall comply with South Coast Air Quality Management District (SCAQMD) rules related to dust generation (Rule 403) and the use of architectural coatings (Rule 1113).

P7. The design of all swales and basins that are visible from the public right-of-way shall be integrated with the surrounding landscape areas.

P8. Screening walls of decorative block or concrete tilt-up construction and 14 feet in height shall be provided to fully screen the truck loading and parking area for from view from along the southern, western, northern, and eastern property lines.

P9. Enhanced landscape shall be provided in the planter areas near each driveway and near the office portions of the facilities.

P10. Except for the installation of a bus bay, pedestrian connection and a driveway, existing parkway landscaping along Frederick Street and at the northeast corner of Frederick Street and Cactus Avenue shall be protected in place.

All existing parkway landscaping that is removed shall be replaced with similar landscaping on-site at the back of the bus bay. Existing trees shall be relocated or replaced at a three to one ratio with 24-inch box trees.

P12. All loudspeakers, bells, gongs, buzzers or other noise attention devices installed on the project site shall be designed to ensure that the noise level at all property lines will be at or below 55 dBA for consistency with the Municipal Code.

P13. Loading or unloading activities shall be conducted from the truck bays or designated loading areas only. (MC 9.10.140, CEQA)

P14. No outdoor storage is permitted on the project site, except for truck and trailer storage in designated areas within the screened truck courts.

P15. This approval shall expire three years after the approval date of this project unless used or extended as provided for by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever. Use means the beginning of substantial construction contemplated by this approval within the three-year period, which is thereafter pursued to completion, or the beginning of substantial utilization contemplated by this approval. (MC 9.02.230)

P16. PA12-0019 shall be developed in accordance with the approved plans on file in the Community & Economic Development Department - Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the City Planning Official. (MC 9.14.020)

P17. The developer, or the developer's successor-in-interest, shall be responsible for maintaining any undeveloped portion of the project site in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)

P18. A drought tolerant, low water using landscape palette shall be utilized throughout the project.

P19. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)

P20. Any signs indicated on the submitted plans are not included with this approval. Any signs proposed for this development shall be designed in conformance with the sign provisions of the Municipal Code or approved sign program, if applicable, and shall require separate application and approval by the Community & Economic Development Department - Planning Division. (MC 9.12.020)

<u>Prior to Issuance of Grading Permits</u>

P21. (GP) All site plans, grading plans, landscape and irrigation plans, fence/wall plans, lighting plans and street improvement plans shall be coordinated for consistency with this approval.

P22. (GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community & Economic Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

If human remains are discovered, work in the affected area shall cease immediately and the County Coroner shall be notified. If it is determined that the remains are potentially Native American, the California Native American Heritage Commission and any and all affected Native American Indians tribes such as the Morongo Band of Mission Indians or the Pechanga Band of Luiseno Indians shall be notified and appropriate measures provided by State law shall be implemented. (GP

23.3, DG, CEQA).

P23. (GP) Prior to the issuance of grading permits, final erosion control landscape and irrigation plans for all cut or fill slopes over 3 feet in height shall be submitted to the Planning Division for review and approval for the phase in process. The plans shall be designed in accordance with the slope erosion plan as required by the City Engineer for that phase. Man-made slopes greater than 10 feet in height shall be "land formed" to conform to the natural terrain and shall be landscaped and stabilized to minimize visual scarring. (GP Objective 1.5, MC 9.08.080, DG)

P24. (GP) Prior to approval of any grading permit, the developer shall submit for review and approval of a tree plan to the Planning Division. The plan shall identify all mature trees (4 inch trunk diameter or larger) on the subject property, City right-of-way or Caltrans right-of-way. Using the grading plan as a base, the plan shall indicate trees to be relocated, retained, and removed. Replacement trees shall be: shown on the plan; be a minimum size of 24 inch box; and meet a ratio of three replacement trees for each mature tree removed or as approved by the Community Development Director. (GP Objective 4.4, 4.5, DG)

P25. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephens' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)

P26. (GP) Prior to approval of any grading permits, plans for any security gate system shall be submitted to the Community Development Department - Planning Division for review and approval.

P27. (GP) If a median is required, then prior to approval of any grading permits, final median enhancement/landscape/irrigation plans shall be submitted to the Community Development Department - Planning Division and Public Works Department – Special Districts for review and approval by each division. Timing of installation shall be determined by PW- Special Districts. (GP - Circulation Master Plan)

P28. (GP) Prior to issuance of any grading permits, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein.

P29. (GP) Prior to the issuance of grading permits, the grading plan shall show decorative treatment for all driveway ingress/egress locations of the project. Accessible pedestrian pathways interior to the site cannot be painted. If delineation is necessary, then an alternative material is required.

P30. (GP) Prior to the issuance of a grading permit, all required planter areas, curbs, including twelve-inch concrete step outs, and required parking space striping shall be shown on the precise grading plan.

P31. (GP) Prior to the issuance of grading permits, the following burrowing owl vey requirements shall be incorporated into the grading plans in

accordance with the Riverside County Multi-species Habitat Conservation Plan: Within 30 days of and prior to disturbance, a burrowing owl focused survey shall be conducted by a qualified biologist using accepted protocols. The survey shall be submitted to the Planning Division for review and approval.

P32. (GP) Prior to issuance of grading permits, landscape plans (trees, shrubs and groundcover) for basins maintained by a POA or other private entity shall be submitted to the Planning Division for review and approval for the sides and/or slopes. A hydroseed mix with irrigation is acceptable for the bottom of all the basin areas. All detention basins shall include trees, shrubs and groundcover up to the concreted portion of the basin. A solid decorative wall with pilasters, tubular steel fence with pilasters or other fence or wall approved by the Community Development Director is required to secure all water quality and detention basins more than 18 inches in depth.

P33. (GP) Prior to issuance of grading permits, the developer shall submit wall/fence plans to the Planning Division for review and approval as follows:

A. A 3 foot high decorative wall, hedge or berm shall be placed in setback areas adjacent to a parking lot.
B. Any proposed retaining walls shall be decorative in nature.
C. A 14 foot tall solid wall of decorative block with pilasters and a cap or concrete tilt-up construction shall be provided to screen the trucks, parked trailers and the loading areas and loading docks shall be built along the southern, western, northern and eastern property lines.

<u>Prior to Issuance of Building Permits</u>

P34. (BP) Prior to issuance of building permits, the Community & Economic Development Department - Planning Division shall review and approve the location and method of enclosure or screening of transformer cabinets, commercial gas meters and back flow preventers as shown on the final working drawings. Location and screening shall comply with the following criteria: transformer cabinets and commercial gas meters shall not be located within required setbacks and shall be screened from public view either by architectural treatment or with landscaping; multiple electrical meters shall be fully enclosed and incorporated into the overall architectural design of the building(s); back-flow preventers shall be screened by landscaping that will provide complete screening upon maturity. (GP Objective 43.30, DG)

P35. (BP) Prior to issuance of building permits, screening details shall be addressed on plans for roof top equipment and trash enclosures submitted for Community & Economic Development Department - Planning Division review and approval. All equipment shall be completely screened so as not to be visible from public view, and the screening shall be an integral part of the building. For trash enclosures, landscaping shall be included on at least three sides. The trash enclosure, including any roofing, shall be compatible with the architecture for the building(s). (GP Objective 43.6, DG)

P36. (BP) Prior to issuance of building permits, two copies of a detailed, on-site, computer generated, point-by-point comparison lighting plan, including exterior building, parking lot, and landscaping lighting, shall be submitted to the Community & Economic Development Department - Planning Division for review and approval. The lighting plan shall be generated on the plot plan and shall be integrated with the final landscape plan. The plan shall indicate the manufacturer's specifications for light fixtures used and shall include style, illumination, location, height and method of shielding. The lighting shall be designed in such a manner so that it does not exceed 0.5 foot candles illumination beyond at the property line. The lighting level for all parking lots or structures shall be a minimum coverage of one foot-candle of light with a maximum of eight foot-candles. After the third plan check review for lighting plans, an additional plan check fee will apply. (MC 9.08.100, DG)

P37. (BP) Prior to issuance of building permits or as permitted by current City policy, the developer or developer's successor-in-interest shall pay all applicable impact fees, including but not limited to Transportation Uniform Mitigation fees (TUMF), Multi-species Habitat Conservation Plan (MSHCP) mitigation fees, and the City's adopted Development Impact Fees. (Ord)

P38. (BP) Prior to issuance of building permits, final landscaping and irrigation plans shall be submitted to the Community & Economic Development Department - Planning Division for review. All landscape plans shall be approved prior to the release of any building permits for the site. After the third plan check review for landscape plans, an additional plan check fee shall apply. The plans shall be prepared in accordance with the City's Landscape Standards and Specifications and shall include:

A. A landscape berm, hedge or a maximum 3 foot decorative wall is required adjacent to parking areas along public rights-of-way.
B. All finger and end planters shall be included at an interval of one per 12 parking stalls, be a minimum 5' x 16', and include additional 12" concrete step-outs and 6" curbing. (MC9.08.230, City's Landscape Standards)
C. All diamond planters shall be included at an interval of one per 3 parking stalls.
D. Drought tolerant landscape shall be provided. Sod shall be limited to public gathering areas only and not be included along the perimeter of the project site.
E. On site trees shall be planted at an equivalent of one (1) tree per thirty (30) linear feet of building dimension. Trees may be massed for pleasing aesthetic effects.
F. **Enhanced landscaping shall be included at all driveway and corner locations and along the sites Cactus Avenue frontage,**
G. All site perimeter and parking lot landscape and irrigation shall be installed prior to the release of certificate of any occupancy permits for the site or pad in question.
H. The review of all utility boxes, transformers etc. shall be coordinated to

provide adequate screening from public view. (Landscape Guidelines)

I. **Street trees planted at 40 feet on center spacing shall be provided along the site's Frederick Street and Cactus Avenue frontages.**

J. **Along property boundaries visible from the public view and accessible to the general public, trees shall be planted at a rate of one tree per 30 linear feet of the interior property line. Tree clusters may satisfy this requirement.**

K. **The design of all swales and basins that are visible from the public right-of-way shall be integrated with the surrounding landscape areas.**

L. **Existing parkway removed for the bus bay along Frederick Street shall be replaced on-site at the back of the bus bay.**

P39. (BP) Prior to the issuance of building permits, all fences and walls required or proposed on site, shall be approved by the Community & Economic Development Director. (MC 9.08.070)

P40. (BP) Prior to the issuance of building permits, downspouts will be interior to the building, or if exterior, integrated into the architecture of the building to include compatible colors and materials to the satisfaction of the Community & Economic Development Director.

P41. (BP) Prior to the issuance of building permits the building site plan shall include decorative concrete or pavers for all driveway ingress/egress locations for the project.

P42. (BP) Prior to issuance of any building permits, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein. (CEQA)

<u>Prior to Issuance of Certificate of Occupancy or Building Final</u>

P43. (CO) Prior to issuance of any Certificates of Occupancy or building final, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein. (CEQA) (Advisory)

P44. (CO) Prior to the issuance of Certificates of Occupancy or building final, all required and proposed fences and walls shall be constructed according to the approved plans on file in the Community & Economic Development Department – Planning Division. (MC 9.080.070).

P45. (CO) Prior to issuance of Certificate of Occupancy or building final, installed landscaping and irrigation shall be reviewed by the Community & Economic Development Department - Planning Division. The landscaping shall be installed in accordance with the City's Landscape Standards and the approved landscape plans.

P46. (CO) All rooftop equipment shall be appropriately screened and not visible from the public rights of way.

P47. (CO) Prior to issuance of a certificate of occupancy or building final, the project shall install a photovoltaic array (solar panels) or other source of renewable energy generation on-site, or otherwise acquire energy from the local utility that has been generated by renewable resources, to meet the project's office electricity needs.

MITIGATION MEASURES

Traffic and Circulation

P48. **4.2.1** Elsworth Street and Cactus Avenue Improvements:
Prior to issuance of the first Certificate of Occupancy, the Project Applicant shall construct the following improvement.
• Remove the existing southbound crosswalk (i.e., the crosswalk on the western leg of the intersection) to provide additional "green time" to other approaches. This removal shall be accomplished in a manner consistent with applicable regulations, including but not limited to Chapter 3B of the 2012 California Manual on Uniform Traffic Control Devices (MUTCD), and Section 21950.5 of the California Vehicle Code. The existing crosswalks on the north, east and south legs of the intersection shall be maintained.

P49. **4.2.2** I-215 Southbound Ramps at Cactus Avenue Improvement:
• Construct a second westbound through lane.
This improvement will be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of I-215 Southbound Ramps at Cactus Avenue.

P50. **4.2.3** I-215 Northbound Ramps at Cactus Avenue Improvements:
• Construct a second northbound left-turn lane;
• Re-stripe the existing eastbound shared through/right-turn lane as the third through lane;
• Construct a dedicated eastbound right-turn lane;
• Construct a third westbound through lane; and
• Construct a dedicated westbound right-turn lane.
These improvements will be funded through participating in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of I-215 Northbound Ramps at Cactus Avenue.

P51. **4.2.4** Elsworth Street at Cactus Avenue Improvement:
• Construct a third eastbound through lane.
This improvement will be funded through participation in the TUMF and/or DIF program(s). The Project will pay required fees, thereby satisfying its proportional fee

responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Elsworth Street at Cactus Avenue.

P52. **4.2.5** Frederick Street at Cactus Avenue Improvements:
• Construct a third eastbound through lane; and
• Construct a third westbound through lane.
These improvements will be funded through participating in the TUMF and/or DIF program(s). The Project will pay required fees,
thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Frederick Street at Cactus Avenue.

P53. **4.2.6** Graham Street at Cactus Avenue Improvements:
• Remove the existing southbound crosswalk (i.e., crosswalk on the west leg) to provide additional green time to other approaches; and
• Construct a third eastbound through lane.
These improvements will be funded through participating in the TUMF and/or DIF program(s). The Project will pay required fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Graham Street at Cactus Avenue.

Air Quality

P54. **4.3.1** Pursuant to SCAQMD Rule 403 requirements:
• All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.
• The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.
• The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are limited to 15 miles per hour or less.

P55. **4.3.2** A sign shall be posted on-site stating that construction workers shall not idle diesel engines in excess of five minutes.

P56. **4.3.3** During grading activities, total horsepower-hours per day for all equipment shall not exceed 13,568 horsepower-hours per day and the maximum disturbance (actively graded) area shall not exceed four acres per day.

P57. **4.3.4** Only "Zero-Volatile Organic Compounds" paints (no more than 150 gram/liter of VOC) and/or High Pressure Low Volume (HPLV) applications consistent with South Coast Air Quality Management District Rule 1113 shall be used.

P58. **4.3.5** The Project truck access gates and loading docks site shall be posted with signs which state:
• Truck drivers shall turn off engines when not in use;
• Diesel delivery trucks servicing the Project shall not idle for more than three minutes; and
• Telephone numbers of the building facilities manager and the CARB to report violations.

P59. **4.3.6** The Project's final site design shall allow for trucks to check-in within the facility area to prevent queuing of trucks outside the facility.

P60. **4.3.7** The building roof shall be designed and constructed to accommodate solar panels.

P61. **4.3.8** Prior to issuance of the first Certificate of Occupancy, the Project shall install a photovoltaic array (solar panels) or other source of renewable energy generation onsite, or otherwise acquire energy from the local utility that has been generated by renewable resources, to meet the Project's office electrical needs.

P62. **4.3.9** The Project shall provide secure, weather-protected on-site bicycle storage/parking. Bicycle storage parking/quantity and location shall be consistent with City of Moreno Valley requirements. The Project shall provide pedestrian and bicycle connections to surrounding areas, consistent with provisions of the City of Moreno Valley General Plan. Location and configurations of proposed pedestrian and bicycle connections are subject to review and approval by the City. Prior to Final Site Plan approval, pedestrian and bicycle connections shall be indicated on the Project Site Plan. The Project shall provide onsite showers (one for males and one for females). Lockers for employees shall be provided.

Noise

P63. **4.4.1** During all Project site construction, the construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. The construction contractor shall place all stationary construction equipment so that emitted noise is directed away from the noise sensitive receptors nearest the project site.

P64. **4.4.2** The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise sensitive receptors nearest the project site during all Project construction.

P65. **4.4.3** The construction contractor shall limit haul truck deliveries to weekdays between the hours of 7:00 a.m. and 8:00 p.m., or the same hours specified for construction equipment. Haul routes that utilize only City-designated truck routes shall be identified on construction plans. The Project construction manager shall be responsible for ensuring that all contractors operate in compliance with construction plan specifications.

P66. **4.4.4** All trucks, tractors, and forklifts shall be operated with proper operating and well maintained mufflers.

P67. **4.4.5** Maintain quality pavement conditions that are free of bumps to minimize truck noise.

P68. **4.4.6** The truck access gates and loading docks within the truck court on the project site shall be posted with signs which state:
- Truck drivers shall turn off engines when not in use;
- Diesel trucks servicing the Project shall not idle for more than five minutes; and
- Post telephone numbers of the building facilities manager to report violations.

Biological Resources

P69. **BR-1** If possible, all vegetation removal activities shall be scheduled from August 1 to February 1, which is outside the general avian nesting season. This would ensure that no active nests would be disturbed and that removal could proceed rapidly. If vegetation is to be cleared during the nesting season (February 15 – July 31), all suitable habitat will be thoroughly surveyed within 72 hours prior to clearing for the presence of nesting birds by a qualified Project biologist. The Project biologist shall be retained by the Applicant and vetted by the City. The survey results shall be submitted by the Project Applicant to the City Planning Department. If any active nests are detected, the area shall be flagged and mapped on the construction plans along with a minimum 300-foot buffer and up to 500 feet for raptors, with the final buffer distance to be determined by the qualified biologist. The buffer area shall be avoided until the nesting cycle is complete or it is determined that the nest has failed. In addition, the biologist will be present on the site to monitor the vegetation removal to ensure that any nests, which were not detected during the initial survey, are not disturbed.

P70. **BR-2** Within 30 days prior to site clearing activities, a pre-construction burrowing owl survey shall be conducted to document the presence/absence of any occupied owl burrows. Any owls present shall be passively or actively relocated following CDFG approved protocols, and with CDFG permission, prior to commencement of clearing. The survey shall be submitted to the City Planning Department prior to issuance of a grading permit.

P71. **BR-3** Prior to the issuance of a grading permit, the Project Applicant shall be responsible for ensuring that a biological resources survey is conducted for the Project site during nesting season (February 15 to July 31) by a qualified biologist, consistent with the policies of the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP). This survey will specifically address the identification of potential burrowing owl (Athena cunicularia) habitat, and the protection of species associated with riparian/riverine areas and vernal pools. The results of this biological survey shall be submitted to the City for review. If the City finds that the Project, in its final design, would involve areas of burrowing owl occupation, and/or areas of riparian or riverine resources, the following requirements would apply:

• If the site contains, or is part of an area supporting less than 35 acres of suitable burrowing owl habitat, or the survey reveals that the site and the surrounding area supports fewer than three pairs of burrowing owls, then the on-site burrowing owls will be passively or actively relocated following accepted protocols.
• If the site (including adjacent areas) supports three or more pairs of burrowing owls, supports greater than 35 acres of suitable habitat and is non-contiguous with MSHCP Conservation Area lands, at least 90 percent of the area with long-term conservation value and burrowing owl pairs will be conserved onsite.
• If the 90 percent threshold cannot be met, the City of Moreno Valley, as a permittee of the MSHCP, must make a Determination of Biologically Equivalent or Superior Preservation.
• If riparian/riverine resources are present onsite and cannot be avoided, a Determination of Biologically Equivalent or Superior Preservation will be required.

Building and Safety Division

B1. The above project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as all other city ordinances. All new projects shall provide a soils report. Plans shall be submitted to the Building Department as a separate submittal.

Prior to final inspection, all plans will be placed on a CD Rom for reference and verification. Plans will include "as built" plans, revisions and changes. The CD will also include Title 24 energy calculations, structural calculations and all other pertinent information. It will be the responsibility of the developer and or the building or property owner(s) to bear all costs required for this process. The CD will be presented to the Building Department for review prior to final inspection and building occupancy. The CD will become the property of the Moreno Valley Building Department at that time. In addition, a site plan showing the path of travel from public right of way and building to building access with elevations will be required.

B2. (BP) Prior to the issuance of a building permit, the applicant shall submit a properly completed "Waste Management Plan" (WMP), as required, to the Compliance Official (Building Official) as a portion of the building or demolition permit process.

SCHOOL DISTRICT

S1. (BP) Prior to issuance of building permits, the developer shall provide to the Community Development Director a written certification by the affected school district that either: (1) the project has complied with the fee or other exaction levied on the project by the governing board of the district, pursuant to Government Code Section 65996; or (2) the fee or other requirement does not apply to the project.

UNITED STATES POSTAL SERVICE

PO1. (BP) Prior to the issuance of building permits, the developer shall contact the U.S. Postal Service to determine the appropriate type and location of mailboxes.

FIRE PREVENTION BUREAU

1. **Fire lanes shall be a minimum of 30'wide for this structure.**
2. **A reciprocal access agreement shall be required if any of the driveways are to be shared with the adjacent properties.**
3. **If the alternate plan to use this project as truck parking is used, then the gates shall have a minimum 60' setback from the streets.**
4. **The following Standard Conditions shall apply.**

With respect to the conditions of approval, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.

F2. The Fire Prevention Bureau is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering __4000__ GPM for _4_ hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 507.3, Appendix B) . **The 50% reduction in fire flow was granted for the use of fire sprinklers throughout the facility. The reduction shall only apply to fire flow, hydrant spacing shall be per the fire flow requirements listed in CFC Appendix B and C.**

F3. Industrial, Commercial, Multi-family, Apartment, Condominium, Townhouse or Mobile Home Parks. A combination of on-site and off-site super enhanced fire hydrants (6" x 4" x 4" x 2 ½") shall not be closer than 40 feet and more than 150 feet from any portion of the building as measured along approved emergency vehicular travel ways. The required fire flow shall be available from any adjacent fire hydrant(s) in the system. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, super or enhanced fire hydrants as determined by the fire code official shall be provided at spacing not to exceed 500 feet of frontage for transportation hazards. (CFC 507.5.7 & MVMC 8.36.060 Section K)

F4. Maximum cul-de-sac or dead end road length shall not exceed 660 feet. The Fire Chief, based on City street standards, shall determine minimum turning radius for fire apparatus based upon fire apparatus manufacture specifications. (CFC 503.2)

F5. During phased construction, dead end roadways and streets which have not been completed shall have a turn-around capable of accommodating 4fire apparatus. (CFC 503.2 and 503.2.5)

F6. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)

F7. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)

F8. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less than thirty (30) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches. (CFC 503.2.1 and MVMC 8.36.060[E])

F9. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.060[G])

F10. If construction is phased, each phase shall provide an approved emergency vehicular access way for fire protection prior to any building construction. (CFC 501.4)

F11. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3)

F12. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5)

F13. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)

F14. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Fire Prevention Bureau for review. Plans shall:

a) Be signed by a registered civil engineer or a certified fire protection engineer;
b) Contain a Fire Prevention Bureau approval signature block; and
c) Conform to hydrant type, location, spacing of new and existing hydrants and minimum fire flow required as determined by the Fire Prevention Bureau.

After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.

Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 507.5)

F15. Prior to issuance of Certificate of Occupancy or Building Final, "Blue Reflective Markers" shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 509.1)

F16. Prior to issuance of Certificate of Occupancy or Building Final, all commercial buildings shall display street numbers in a prominent location on the street side and rear access locations. The numerals shall be a minimum of twelve (12) inches in height for buildings and six (6) inches in height for suite identification on a contrasting background. Unobstructed lighting of the address(s) shall be by means approved by the Fire Prevention Bureau and Police Department. In multiple suite centers (strip malls), businesses shall post the name of the business on the rear door(s). (CFC 505.1)

F17. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9)

F18. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire alarm system monitored by an approved Underwriters Laboratory listed central station based on a requirement for monitoring the sprinkler system, occupancy or use. Fire alarm panel shall be accessible from exterior of building in an approved location. Plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9 and MVMC 8.36.100)

F19. Prior to issuance of a Certificate of Occupancy or Building Final, a "Knox Box Rapid Entry System" shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Chief. All exterior security emergency access gates shall be electronically operated and be provided with Knox key switches for access by emergency personnel. (CFC 506.1)

F20. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall be responsible for obtaining underground and/or above ground tank permits for the storage of combustible liquids, flammable liquids, or any other hazardous materials from both the County of Riverside Community Health

Agency Department of Environmental Health and the Fire Prevention Bureau. (CFC 105)

F21. Prior to issuance of Certificate of Occupancy, approval shall be required from the County of Riverside Community Health Agency (Department of Environmental Health) and Moreno Valley Fire Prevention Bureau to maintain, store, use, handle materials, or conduct processes which produce conditions hazardous to life or property, and to install equipment used in connection with such activities. (CFC 105)

F22. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.

F23. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503 and MVMC 8.36.060)

F24. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.060)

F25. Prior to construction, "private" driveways over 150 feet in length shall have a turn-around as determined by the Fire Prevention Bureau capable of accommodating fire apparatus. Driveway grades shall not exceed 12 percent. (CFC 503 and MVMC 8.36.060)

F26. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.

F27. A permit is required to maintain, store, use or handle materials, or to conduct processes which produce conditions hazardous to life or property, or to install equipment used in connection with such activities. Such permits shall not be construed as authority to violate, cancel or set aside any of the provisions of this code. Such permit shall not take the place of any license required by law. Applications for permits shall be made to the Fire Prevention Bureau in such form and detail as prescribed by the Bureau. Applications for permits shall be accompanied by such plans as required by the Bureau. Permits shall be kept on the premises designated therein at all times and shall be posted in a conspicuous

location on the premises or shall be kept on the premises in a location designated by the Fire Chief. Permits shall be subject to inspection at all times by an officer of the fire department or other persons authorized by the Fire Chief in accordance with CFC 105 and MVMC 8.36.100.

F28. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14 & CBC Chapter 33)

F29. Prior to issuance of Certificate of Occupancy, permits are required to store, dispense, use or handle hazardous material. Each application for a permit shall include a hazardous materials management plan (HMMP). The location of the HMMP shall be posted adjacent to (other) permits when an HMMP is provided. The HMMP shall include a facility site plan designating the following:

a) Storage and use areas;
b) Maximum amount of each material stored or used in each area;
c) Range of container sizes;
d) Locations of emergency isolation and mitigation valves and devises;
e) Product conveying piping containing liquids or gases, other than utility-owned fuel gas lines and low-pressure fuel gas lines;
f) On and off positions of valves for valves which are of the self-indicating type;
g) Storage plan showing the intended storage arrangement, including the location and dimensions of aisles. The plans shall be legible and approximately to scale. Separate distribution systems are allowed to be shown on separate pages; and
h) Site plan showing all adjacent/neighboring structures and use.

NOTE: Each application for a permit shall include a hazardous materials inventory statement (HMIS).

F30. Before a Hazardous Materials permit is issued, the Fire Chief shall inspect and approve the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used. In instances where laws or regulations are enforceable by departments other than the Fire Prevention Bureau, joint approval shall be obtained from all departments concerned. (CFC Chapter 27)

F31. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 105)

F32. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to

its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 105)

F33. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 105)

F34. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.8)

F35. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Chapter 1)

F36. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)

F37. Prior to Certificate of Occupancy all locations where medians are constructed and prohibit vehicular ingress/egress into or away from the site, provisions must be made to construct a median-crossover at all locations determined by the Fire Marshal and the City Engineer. Prior to the construction, design plans will be submitted for review and approval by the City Engineer and all applicable inspections conducted by Land Development Division.

F38. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.

COMMUNITY & ECONOMIC DEVELOPMENT – LAND DEVELOPMENT DIVISION

The following are the Community & Economic Development Department – Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Community & Economic Development Department – Land Development Division.

General Conditions

LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City's Municipal Code. (MC)

LD2. (G) If the project does not involve the subdivision of land and it is necessary to dedicate right-of-way/easements, the developer shall make the appropriate offer of dedication by separate instrument. The City Engineer may require the construction of necessary utilities, streets or other improvements beyond the project boundary, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public.

LD3. (G) It is understood that the plot plan correctly shows all existing easements, traveled ways, and drainage courses, and that their omission may require the plans associated with this application to be resubmitted for further consideration. (MC 9.14.040)

LD4. (G) If improvements associated with this project are not initiated within two years of the date of approval of the Public Improvement Agreement, the City Engineer may require that the improvement cost estimate associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the Public Improvement Agreement or issuance of a permit.

LD5. (G) The developer shall monitor, supervise and control all construction and construction supportive activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:

(a) Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.

(b) Observance of working hours as stipulated on permits issued by the Public Works Department.

(c) The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.

(d) All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements shall be adhered to during the grading operations.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

LD6. (G) The developer shall protect downstream properties from damage caused by alteration of drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities, including, but not limited to, modifying existing facilities or by securing a drainage easement. (MC 9.14.110)

LD7. (G) A detailed drainage study shall be submitted to the City Engineer for review and approval at the time of any improvement or grading plan submittal. The study shall be prepared by a registered civil engineer and shall include existing and proposed hydrologic conditions. Hydraulic calculations are required for all drainage control devices and storm drain lines. (MC 9.14.110). Prior to approval of the related improvement or grading plans, the developer shall submit the approved drainage study, on compact disk, in (.pdf) digital format to the Land Development Division of the Community and Economic Development Department.

LD8. (G) The final conditions of approval issued by the Planning Division subsequent to Planning Commission approval shall be photographically or electronically placed on mylar sheets and included in the Grading and Street Improvement plan sets on twenty-four (24) inch by thirty-six (36) inch mylar and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field during grading and construction.

<u>Prior to Grading Plan Approval or Grading Permit</u>

LD9. (GPA) Prior to approval of the grading plans, plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD10. (GPA) Prior to approval of grading plans, the developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:

a. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the City Engineer, lot lines shall be located at the top of slopes.

b. Any grading that creates cut or fill slopes adjacent to the street shall provide erosion control, sight distance control, and slope easements as approved by the City Engineer.

c. A grading permit shall be obtained from the Community and Economic Development Department Land Development Division prior to commencement of any grading outside of the City maintained road right-of-way.

d. All improvement plans are substantially complete and appropriate clearance and at-risk letters are provided to the City. (MC 9.14.030)

e. The developer shall submit a soils and geologic report to the Community and Economic Development Department – Land Development Division. The report shall address the soil's stability and geological conditions of the site.

LD11. (GPA) Prior to grading plan approval, the developer shall select and implement treatment control best management practices (BMPs) that are medium to highly effective for treating Pollutants of Concern (POC) for the project. Projects where National Pollution Discharge Elimination System (NPDES) mandates water quality treatment control best management practices (BMPs) shall be designed per the City of Moreno Valley guidelines or as approved by the City Engineer.

LD12. (GPA) Prior to approval of the grading plans for projects that will result in discharges of storm water associated with construction with a soil disturbance of one or more acres of land, the developer shall submit a Notice of Intent (NOI) and obtain a Waste Discharger's Identification number (WDID#) from the State Water Quality Control Board (SWQCB). The WDID# shall be noted on the grading plans prior to issuance of the first grading permit.

LD13. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall submit two (2) copies of the final project-specific Water Quality Management Plan (WQMP) for review by the City Engineer that:

a. Addresses Site Design Best Management Practices (BMPs) such as minimizing impervious areas, maximizing permeability, minimizes directly connected impervious areas to the City's street and storm drain systems, and conserves natural areas;

b. Incorporates Source Control BMPs and provides a detailed description of their implementation;

c. Incorporates Treatment Control BMPs and provides information regarding design considerations;

d. Describes the long-term operation and maintenance requirements for BMPs requiring maintenance; and

e. Describes the mechanism for funding the long-term operation and maintenance of the BMPs.

A copy of the final WQMP template can be obtained on the City's Website or by contacting the Land Development Division of the Community and Economic Development Department. **The F-WQMP shall be consistent with the approved P-WQMP and in full conformance with the document; "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006, errata corrected 1-22-09, or current guidance document.**

LD14. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall record a "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," to provide public notice of the requirement to implement the approved final project-specific WQMP and the maintenance requirements associated with the WQMP.

A boilerplate copy of the "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," can be obtained by contacting the Land Development Division of the Community and Economic Development Department.

LD15. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall secure approval of the final project-specific WQMP from the City Engineer. The final project-specific WQMP shall be submitted at the same time of grading plan submittal. The approved final WQMP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format prior to grading plan approval.

LD16. (GPA) Prior to the grading plan approval, or issuance of a building permit as determined by the City Engineer, the approved final project-specific WQMP shall be incorporated by reference or attached to the project's Storm Water Pollution Prevention Plan as the Post-Construction Management Plan.

LD17. (GPA) Prior to grading plan approval, the developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the state's Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at the project site and be available for review upon request. The SWPPP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format.

LD18. (GPA) Prior to the approval of the grading plans, the developer shall pay applicable remaining grading plan check fees.

LD19. (GPA/MA) Prior to grading plan approval, resolution of all drainage issues shall be as approved by the City Engineer.

LD20. (GP) Prior to issuance of a grading permit, or building permit when a grading permit is not required, for projects that require a project-specific Water Quality Management Plan (WQMP), a project-specific final WQMP (F-WQMP) shall be approved. Upon approval, a WQMP Identification Number is issued by the Storm Water Management Section and shall be noted on the rough grading plans as confirmation that a project-specific F-WQMP approval has been obtained.

LD21. (GP) Prior to the issuance of a grading permit the developer shall submit recorded slope easements from adjacent landowners in all areas where grading resulting in slopes is proposed to take place outside of the project boundaries. For all other offsite grading, written permission from adjacent property owners shall be submitted.

LD22. (GP) Prior to issuance of a grading permit, if the fee has not already been paid prior to map approval or prior to issuance of a building permit if a grading permit is not required, the developer shall pay Area Drainage Plan (ADP) fees. The developer shall provide a receipt to the City showing that ADP fees have been paid to Riverside County Flood Control and Water Conservation District. (MC 9.14.100)

LD23. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the completion of the grading required as a condition of approval of the project.

LD24. (GP) Prior to issuance of a grading permit, the developer shall pay the applicable grading inspection fees.

<u>Prior to Improvement Plan Approval or Construction Permit</u>

LD25. (CP) Prior to issuance of a construction permit, the permit shall list any restrictions on trench repair pavement cuts to reflect the City's moratorium on disturbing newly-constructed pavement less than three years old and recently slurry sealed streets less than one year old. Pavement cuts for trench repairs may be allowed for emergency repairs or as specifically approved in writing by the City Engineer.

LD26. (CP) Prior to issuance of a construction permit, the permit shall require the developer to bring any existing access ramps adjacent to and fronting the project to current ADA (Americans with Disabilities Act) requirements. However, when work is required in an intersection that involves or impacts existing access ramps, those access ramps in that intersection shall be retrofitted to comply with current ADA requirements, unless approved otherwise by the City Engineer.

LD27. (CP) Prior to issuance of a construction permit, the project shall be designed to accept and properly convey all off-site drainage flowing onto or through the site. All

storm drain design and improvements shall be subject to review and approval of the City Engineer. In the event that the City Engineer permits the use of streets for drainage purposes, the provisions of the Development Code will apply. Should the quantities exceed the street capacity or the use of streets be prohibited for drainage purposes, as in the case where one travel lane in each direction shall not be used for drainage conveyance for emergency vehicle access on streets classified as minor arterials and greater, the developer shall provide adequate facilities as approved by the Community and Economic Development Department – Land Development Division. (MC 9.14.110)

LD28. (CP) All work performed within the City right-of-way requires a construction permit. As determined by the City Engineer, security shall be required for work within the right-of-way. Security shall be in the form of a cash deposit or other approved means. The City Engineer shall require the execution of a public improvement agreement as a condition of the issuance of the construction permit. All inspection fees shall be paid prior to issuance of construction permit. (MC 9.14.100)

LD29. (CP) Prior to issuance of construction permits, the developer shall pay all applicable inspection fees.

Prior to Building Permit

LD30. (BP) Prior to issuance of building permits for non-subdivision projects, all street dedications shall be irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer. All dedications shall be free of all encumbrances as approved by the City Engineer.

LD31. (BP) Prior to issuance of building permits for non-subdivisions, security may be required to be submitted as a guarantee of the completion of the improvements required as a condition of approval of the project. A public improvement agreement may be required to be executed.

LD32. (BP) Prior to issuance of a building permit, all pads shall meet pad elevations per approved plans as noted by the setting of "Blue-top" markers installed by a registered land surveyor or licensed engineer.

Prior to Certificate of Occupancy

LD33. (CO) Prior to issuance of the last certificate of occupancy or building final, the developer shall pay all outstanding fees.

LD34. (CO) Prior to issuance of a certificate of occupancy, this project is subject to requirements under the current permit for storm water activities required as part of the National Pollutant Discharge Elimination System **(NPDES)** as mandated by the Federal Clean Water Act. In compliance with Proposition 218, the developer shall agree to approve the City of Moreno Valley NPDES Regulatory Rate Schedule that

is in place at the time of certificate of occupancy issuance. Following are the requirements:

a. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required continuous operation, maintenance, monitoring system evaluations and enhancements, remediation and/or replacement, all in accordance with Resolution No. 2002-46.

   i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process; or
   ii. Establish an endowment to cover future City costs as specified in the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule.

b. Notify the Special Districts Division of the intent to request building permits 90 days prior to their issuance and the financial option selected. The financial option selected shall be in place prior to the issuance of certificate of occupancy. (California Government Code & Municipal Code)

LD35. (CO) The City of Moreno Valley has an adopted Development Impact Fee (DIF) nexus study. All projects unless otherwise exempted shall be subject to the payment of the DIF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD36. (CO) The City of Moreno Valley has an adopted area wide Transportation Uniform Mitigation Fee (TUMF). All projects unless otherwise exempted shall be subject to the payment of the TUMF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD37. (CO) Prior to issuance of a certificate of occupancy or building final, the developer shall construct all public improvements in conformance with applicable City standards, except as noted in the Special Conditions, including but not limited to the following applicable improvements:

a. Street improvements including, but not limited to: drive approaches, bus turn out, pedestrian ramps, signing, striping, relocation of existing improvements required to accommodate project public improvements, and replacement of existing public improvements that are damaged during construction or that are substandard.

b. Storm drain facilities including connection to existing public storm drain to catch basins, local depressions, and storm drain laterals.

c. Sewer and water systems including, but not limited to: sanitary sewer, potable water and recycled water.

LD38. (CO) Prior to issuance of a certificate of occupancy or building final, all existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Moreno Valley ordinances. (MC 9.14.130)

LD39. (CO) Prior to issuance of a certificate of occupancy or building final for any Commercial/Industrial facility, whichever occurs first, the owner may have to secure coverage under the State's General Industrial Activities Storm Water Permit as issued by the State Water Resources Control Board.

LD40. (CO) Prior to issuance of a certificate of occupancy or building final, the applicant shall ensure the following, pursuant to Section XII. I. of the 2010 NPDES Permit:

a. Field verification that structural Site Design, Source Control and Treatment Control BMPs are designed, constructed and functional in accordance with the approved Final Water Quality Management Plan (WQMP)

b. Certification of best management practices (BMPs) from a state licensed civil engineer. An original WQMP BMP Certification shall be submitted to the City for review and approval.

Prior to Acceptance of Streets into the City Maintained Road System

LD41. (AOS) Aggregate slurry, as defined in Section 203-5 of Standard Specifications for Public Works Construction, may be required just prior to the end of the one-year warranty period of the public streets at the discretion of the City Engineer. If slurry is required, the developer/contractor must provide a slurry mix design submittal for City Engineer approval. The latex additive shall be Ultra Pave 70 (for anionic – per project geotechnical report) or Ultra Pave 65 K (for cationic – per project geotechnical report) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2½) parts to one-hundred (100) parts of emulsion by volume. Any existing striping shall be removed prior to slurry application and replaced per City standards.

SPECIAL CONDITIONS

LD42. This project will require submittal of both rough grading and precise grading plans for review and approval. All on-site and off-site easements shall be shown on the grading plan.

LD43. Prior to rough grading plan approval, written permission must be obtained from off-site property owner(s) for any off-site grading.

LD44. Prior to rough and precise grading plan approval, the grading plans shall clearly demonstrate that drainage is properly collected and conveyed. The plans shall show all necessary on-site and off-site drainage improvements to properly collect and convey drainage entering, within and leaving the project. This may include, but not be limited to on-site and perimeter drainage improvements to properly convey drainage within and along the project site, and downstream off-site improvements. The developer shall connect the proposed private storm drain system to the existing public drainage system in Cactus Avenue. A storm drain manhole shall be placed at the right-of-way to designate the beginning of the publicly maintained portion of this storm drain.

LD45. The developer will be required to obtain the necessary permission for offsite construction, including easements.

LD46. Prior to precise grading plan approval, the following legal descriptions and plats shall be submitted to the City for review and approval:

a. Reciprocal access easement for the shared use driveway proposed on Cactus Avenue between APN 297-170-027 and APN 297-170-076. Alternatively, a separate recorded copy of a reciprocal access agreement between these parcels shall be submitted to the City for review and approval.

b. Pedestrian access easement (sidewalk easement) for the existing curb-separated sidewalk along Cactus Avenue along project frontage.

c. Corner cut off additional right-of-way per City Standard No. 208 for any additional right-of-way that may be required at the northeast corner of Cactus Avenue and Frederick Street.

d. Additional landscape easement at the northeast corner of Cactus Avenue and Frederick Street to cover all landscaping surrounding the corner monument.

e. Additional right-of-way at proposed driveway entrances per City Standard No. 118C.

f. Additional right-of-way or public access easement required for a bus turn out on Frederick Street per City Standard No. 121.

LD47. Prior to precise grading plan approval, the grading plans shall show any proposed trash enclosure as dual bin; one bin for trash and one bin for recyclables. The trash enclosure shall be per City Standard Plan 627.

LD48. Prior to precise grading plan approval, the grading plans shall clearly show that the parking lot conforms to City standards. The parking lot shall be 5%

maximum, 1% minimum, 2% maximum at or near any disabled parking stall and travel way. Ramps, curb openings and travel paths shall all conform to current ADA standards as outlined in Department of Justice's "ADA Standards for Accessible Design", Excerpt from 28 CFR Part 36. (www.usdoj.gov) and as approved by the City's Building and Safety Division.

LD49. Prior to precise grading plan approval, the plans shall show roof drains directed to a landscaped area rather than being routed directly to the parking lot. Alternatively, roof drain flows can be directed to private storm drains which will connect to the treatment control best management practice.

LD50. Prior to building permit issuance, the Developer shall guarantee the construction of the following improvements by entering into a public improvement agreement and posting security, as required by the City Engineer. The improvements shall be completed prior to occupancy or as otherwise determined by the City Engineer.

a. Driveway approaches on Cactus Avenue and Frederick Street shall be constructed per City Standard No. 118C. No decorative pavers shall be placed within the public right-of-way. The precise grading plan shall show an additional 4-foot right-of-way dedication behind driveway approaches. A legal description and plat for the 4-foot right-of-way dedication shall be submitted to the City for review and approval prior to precise grading plan approval. The approved 4-foot additional right-of-way dedication shall be recorded prior to building permit issuance.

b. Bus turn out on Frederick Street shall be constructed per City Standard No. 121. The precise grading plan shall show either additional right-of-way or public access easement beyond existing right-of-way to accommodate the construction of the bus turn out. A legal description and plat for the additional right-of-way dedication or public access easement shall be submitted to the City for review and approval prior to precise grading plan approval. The approved additional right-of-way dedication or public access easement shall be recorded prior to building permit issuance.

c. Pedestrian access ramp at the northeast corner of Cactus Avenue and Frederick Street shall be constructed per City Standard No. 214A. The precise grading plan shall show any additional corner cut-off right-of-way required per City Standard No. 208. A legal description and plat for the additional right-of-way dedication shall be submitted to the City for review and approval prior to precise grading plan approval. The approved additional right-of-way dedication shall be recorded prior to building permit issuance.

d. Pavement core samples of existing pavement on Frederick Street and Cactus Avenue (half street width along project frontage) may be taken and findings submitted to the City for review and consideration of pavement improvements. The City will determine the adequacy of the existing pavement structural section. If the existing pavement structural section is found to be adequate, the developer may still be required to perform a one-tenth inch grind and overlay or slurry seal depending on the severity of existing pavement cracking, as required by the City Engineer. If the existing pavement section is found to be inadequate, the Developer shall replace the pavement (half street width along project frontage) to meet or exceed the City's pavement structural section standard.

e. Drainage improvements associated with the connection of onsite, private storm drain to existing public catch basin in Cactus Avenue and any ancillary public improvements or modifications resulting from the connection to catch basins, local depressions, and storm drain laterals.

f. Relocation, repair, and reconstruction of existing public improvements along project frontage resulting from displacement due to proposed project public improvements, existing public improvements that are damaged during construction, and substandard or obsolete City standard public improvements. The applicant shall schedule a walk through with a Public Works Inspector to inspect existing improvements within public right-of-way along project frontage. The applicant will be required to install, replace and/or repair any missing, damaged or substandard improvements including handicap access ramps that do not meet current City standards, any signing and re-striping, as necessary, and relocation of power poles, street lights, utility boxes, and meters and removal of fire hydrant that conflict with the proposed bus turn out or project driveways. The applicant shall post security to cover the cost of the repairs and complete the repairs within the time allowed in the public improvement agreement used to secure the improvements.

LD51. With the initial submittal of the Final Water Quality Management Plan (WQMP), testing results must be submitted for City standard percolation testing within the footprint of the infiltration BMP location. These results must show that utilization of infiltration is consistent with permeability of the site's soils and accepted design guidelines.

LD52. The Final WQMP, shall contain design details of the proposed underground storage system showing that, in combination with appropriate CDS units (with oil and grease absorbent media), the BMP treatment train is treating the water quality volume for its proposed location and that no un-protected flow will reach the underground facility under any flow scenario.

LD53. In the Final WQMP, the proposed treatment control underground system shall be shown to scale on the WQMP Exhibit, and its design volume shall be calculated based on the current Guidance document worksheets or RCFC&WCD's *Design Handbook for Low Impact Development Best Management Practices*, dated September 2011 or later.

LD54. The Applicant shall select and implement treatment control BMPs that are medium to highly effective for treating Pollutants of Concern (POC) for the project. POC include project pollutants associated with a 303(d) listing or a TMDL for receiving waters. Project POC include nutrients, oxygen demanding substances, and pathogens (bacteria and viruses). Exhibit C of the document, "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006, errata corrected 1-22-09, shall be consulted for determining the effectiveness of proposed treatment BMPs.

LD55. Overall, the proposed treatment control concept is accepted as the conceptual treatment control BMP for the proposed site. The Applicant has proposed to incorporate a treatment train of a CDS unit and underground infiltration systems. Final design details and appropriate filter calculations for the basins must be provided in the first submittal of the F-WQMP. The size of the treatment control BMPs are to be determined using the procedures set forth in Exhibit C of the Riverside County Guidance Document. The Applicant acknowledges that more area than currently shown on the plans may be required to treat site runoff as required by the WQMP guidance.

LD56. The Applicant shall substantiate the applicable Hydrologic Condition of Concern (HCOC) (WQMP Section IV) in the F-WQMP. The HCOC designates that the project will comply with Condition A; therefore, the condition must be addressed in the F-WQMP.

LD57. The Applicant shall, prior to building or grading permit closeout or the issuance of a certificate of occupancy, demonstrate:

a. That all structural BMPs have been constructed and installed in conformance with the approved plans and specifications

b. That all structural BMPs described in the F-WQMP have been implemented in accordance with approved plans and specifications

c. That the applicant is prepared to implement all non-structural BMPs included in the F-WQMP, conditions of approval, and grading permit conditions

d. That an adequate number of copies of the approved F-WQMP are available for the future owners/occupants of the project.

PUBLIC WORKS DEPARTMENT – SPECIAL DISTRICTS DIVISION

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Special Districts' Conditions of Approval for project **PA12-0019**; this project shall be completed at no cost to any Government Agency. All questions regarding Special Districts' Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Special Districts Division of the Public Works Department 951.413.3480 or by emailing specialdistricts@moval.org.

General Conditions

SD-1 The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks & Community Services), C (Arterial Street Lighting), and E (Extensive Parkway Landscape Maintenance). All assessable parcels therein shall be subject to annual Zone A, Zone C, and Zone E charges for operations and capital improvements.

SD-2 Plans for parkway, median, slope, and/or open space landscape areas designated on the tentative map or in these Conditions of Approval for incorporation into Moreno Valley Community Services District **Zone E,** shall be prepared and submitted in accordance with the *City of Moreno Valley Public Works Department Landscape Design Guidelines*. Contact the Special Districts Division of the Public Works Department to obtain copies of this document.

SD-3 In the event the Moreno Valley Community Services District determines that funds authorized by Proposition 218 mail ballot proceeding are insufficient to meet the costs for parkway, slope, and/or open space maintenance and utility charges (**Zone E**), the District shall have the right, at its option, to terminate the grant of any or all parkway, slope, and/or open space maintenance easements. This power of termination, should it be exercised, shall be exercised in the manner provided by law to quit claim and abandon the property so conveyed to the District, and to revert to the developer or the developer's successors in interest, all rights, title, and interest in said parkway, slope, and/or open space areas, including but not limited to responsibility for perpetual maintenance of said areas.

SD-4 The developer, or the developer's successors or assignees shall be responsible for all parkway and/ or median landscape maintenance for a period of one (1) year as per the *City of Moreno Valley Public Works*

Department Landscape Design Guidelines, or until such time as the District accepts maintenance responsibilities.

SD-5 Any damage to existing landscape areas maintained by the Moreno Valley Community Services District due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the Moreno Valley Community Services District.

SD-6 The ongoing maintenance of any landscaping required to be installed behind the curb on Cactus Ave. shall be the responsibility of the property owner.

SD-7 Modification of the existing irrigation system for parkway improvements may be required per the direction of and approval by the Special Districts Division. Please contact Special Districts at 951.413.3480 to coordinate the modifications.

SD-8 Plan check fees for review of parkway/median landscape plans for improvements that shall be maintained by the Moreno Valley Community Services District are due upon the first plan submittal. (MC 3.32.040)

SD-9 Inspection fees for the monitoring of landscape installation associated with Moreno Valley Community Services District maintained parkways/medians are due prior to the required pre-construction meeting. (MC 3.32.040)

SD-10 Streetlight Authorization forms, for all streetlights that are conditioned to be installed as part of this project, must be submitted to the Special Districts Division for approval, prior to streetlight installation. The Streetlight Authorization form can be obtained from the utility company providing electric service to the project, either Moreno Valley Utility or Southern California Edison.

SD-11 The existing landscaping at the northeast corner of Frederick St. and Cactus Ave., including the palm trees, pepper trees, landscape lighting and wall, shall be preserved in place.

SD-12 The removal of existing trees with a four-inch or greater trunk diameters (calipers), shall be replaced at a three to one ratio, with minimum twenty-four (24) inch box size trees of the same species, or a minimum thirty-six (36) inch box for a one to one replacement, where approved. (MC 9.17.030)

<u>Prior to Building Permit Issuance</u>

SD-13 (BP) This project has been identified to be included in the formation of a Community Facilities District (Mello-Roos) for **Public Safety** services, including but not limited to Police, Fire Protection, Paramedic Services, Park Rangers, and Animal Control services. The property owner(s) shall not protest the formation; however, they retain the right to object to the rate and

method of maximum special tax. In compliance with Proposition 218, the developer shall agree to approve the mail ballot proceeding (special election) for either formation of the CFD or annexation into an existing district that may already be established. The Developer must notify Special Districts of intent to request building permits 90 days prior to their issuance. (California Government Code)

SD-14 (BP) This project is conditioned to provide a funding source for the capital improvements and/or maintenance for the **Cactus Ave.** median landscape. In order for the Developer to meet the financial responsibility to maintain the defined service, one of the options as outlined below shall be selected. The Developer must notify Special Districts of intent to request building permits 90 days prior to their issuance and the financial option selected to fund the continued maintenance.

a. Participate in a ballot proceeding for **improved median maintenance** and pay all associated costs with the ballot process and formation costs, if any. Financing may be structured through a Community Services District zone, Community Facilities District, Landscape and Lighting Maintenance District, or other financing structure as determined by the city; or
b. Establish an endowment to cover the future maintenance costs of the landscaped area.

The financial option selected shall be in place prior to the issuance of certificate of occupancy.

SD-15 *Commercial* (BP) If Land Development, a Division of the Community and Economic Development Department, requires this project to supply a funding source necessary to provide, but not limited to, stormwater utilities services for the monitoring of on site facilities and performing annual inspections of the affected areas to ensure compliance with state mandated stormwater regulations, the developer must notify Special Districts 90 days prior to the City's issuance of a building permit and the financial option selected to fund the continued maintenance. (California Government Code)

SD-16 (BP) Prior to the issuance of the first building permit for this project, the developer shall pay Advanced Energy fees for all applicable Zone B (Residential Street Lighting) and/or Zone C (Arterial Street Lighting and Intersection Lighting) streetlights required for this development. Payment shall be made to the City of Moreno Valley, as collected by the Land Development Division, based upon the Advanced Energy fee rate in place at the time of payment, as set forth in the current Listing of City Fees, Charges and Rates, as adopted by City Council.

The developer shall provide a receipt to the Special Districts Division showing that the Advanced Energy fees have been paid in full for the number

of streetlights to be accepted into the CSD Zone B and/or Zone C programs. Any change in the project which may increase the number of streetlights to be installed will require payment of additional Advanced Energy fees at the then current fee.

SD-17 (BP) Prior to release of building permit, the developer, or the developer's successors or assignees, shall record with the County Recorder's Office a **Covenant of Assessments** for each assessable parcel therein, whereby the developer covenants the existence of the Moreno Valley Community Services District, its established benefit zones, and that said parcel(s) is (are) liable for payment of annual benefit zone charges and the appropriate National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate schedule when due. A copy of the recorded Covenant of Assessments shall be submitted to the Special Districts Division. For a copy of the Covenant of Assessments form, please contact Special Districts, phone 951.413.3480.

SD-18 (BP) Final median, parkway, slope, and/or open space landscape/irrigation plans for those areas designated on the tentative map or in these Conditions of Approval for inclusion into Community Services District shall be reviewed and approved by the Community and Economic Development Department–Planning Division, and the Public Works Department–Special Districts and Transportation Divisions prior to the issuance of the first Building Permit.

Prior to Certificate of Occupancy

SD-19 (CO) All parkway and/or median landscaping specified in the tentative map or in these Conditions of Approval shall be constructed prior to the issuance of the Certificate of Occupancy/Building Final for this project.

SD-20 (CO) A 4" x 6" concrete mow curb shall be installed per City Standards behind the existing parkway and monument landscaping on Frederick St. and at the corner of Frederick St. and Cactus Ave. The mow curb shall delineate the maintenance areas of responsibility of the City and the property owner.

SD-21 (CO) Landscape and irrigation plans for parkway, median, slope, and/or open space landscape areas designated for incorporation into Moreno Valley Community Services District shall be placed on compact disk (CD) in pdf format. The CD shall include "As Built" plans, revisions, and changes. The CD will become the property of the City of Moreno Valley and the Moreno Valley Community Services District.

PUBLIC WORKS DEPARTMENT – TRANSPORTATION ENGINEERING DIVISION

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

Based on the information contained in our standard review process we recommend the following conditions of approval be placed on this project:

General Conditions

TE1. Cactus Avenue is classified as a Divided Major Arterial – Reduced Cross Section (120'RW/102'CC) per City Standard No. 102A. Any improvements to the roadway shall be per City standards. Traffic signal interconnect shall be installed along project frontage per City Standard Plan No. 421.

TE2. Graham Street is classified as a Minor Arterial (88' RW/64' CC) per City Standard Plan No. 105A. Any improvements to the roadway shall be per City standards. Traffic signal interconnect shall be installed along project frontage per City Standard Plan No. 421.

TE3. Frederick Street is classified as a Minor Arterial (88' RW/64' CC) per City Standard Plan No. 105A. Any improvements to the roadway shall be per City standards.

TE4. Brodiaea Avenue is classified as an Industrial Collector Street (78' RW/56' CC) per City Standard Plan No. 106. Any improvements to the roadway shall be per City standards.

TE5. Driveways shall conform to Section 9.11.080, and Table 9.11.080-14 of the City's Development Code – Design Guidelines and City of Moreno Valley Standard No. 118C for commercial driveway approach. Driveways wider than City standards (maximum of 40 feet) shall be constructed as an intersection with access ramps per City Standard 214A, including any necessary signing and markings, as determined by the City Traffic Engineer.

TE6. Each gated entrance shall be provided with the following:

a) A storage lane with a minimum of 75 feet queuing length for entering traffic. Driveway 4 located on Cactus Avenue (replacing existing Joy Street) shall be wide enough for two inbound lanes.
b) Signing and striping.

All of these features must be kept in working order.

TE7. Conditions of approval may be modified or added if a phasing plan is submitted for this development.

Prior to Improvement Plan Approval or Construction Permit

TE8. Prior to final approval of the street improvement plans, a bus bay per City Standard Plan No. 121 shall be designed for northbound Frederick Street, just north of Cactus Avenue.

TE9. Prior to final approval of the street improvement plans, the intersection of Cactus Avenue at Elsworth Street shall be redesigned such that the crosswalk on the west leg of the intersection is removed. Required improvements may include but not be limited to reconstructing pedestrian access ramps, installation of new signing and striping, removal and installation of pedestrian signal heads, removal and installation of pedestrian push buttons, etc. A City Capital Project may receive funding for the construction of the third eastbound lane from the I-215 interchange to Veteran's Way providing needed capacity at the Cactus Avenue at Elsworth Street intersection. If this Capital Project is funded with construction scheduled to begin prior to the final certificate of occupancy, then the crosswalk modification may be reassessed at the discretion of the City Traffic Engineer and the condition may be waived.

TE10. Prior to the final approval of the street improvement plans, a signing and striping plan shall be prepared per City of Moreno Valley Standard Plans - Section 4 for all streets with a cross section of 66'/44' and wider.

TE11. Prior to issuance of a construction permit, construction traffic control plans prepared by a qualified, registered Civil or Traffic engineer may be required for plan approval or as required by the City Traffic Engineer.

TE12. Prior to final approval of the street improvement plans, the project plans shall demonstrate that sight distance at proposed streets and driveways conforms to City Standard Plan No. 125A, B, C.

Prior to Building Permit

TE13. (BP) Prior to the issuance of Building Permits, the project applicant shall make a fair-share payment to the City of Moreno Valley for the removal of the crosswalk located on the west leg of the Cactus Avenue at Graham Street intersection. The fair-share payment shall be based upon the findings in the project EIR and an engineer's estimate that will include but not be limited to pedestrian access ramp construction/reconstruction, modified signing and striping, removal and installation of pedestrian signal heads, removal and installation of pedestrian push buttons, etc.

TE14. (BP) Prior to the issuance of Building Permits, traffic signal plans (if required) shall be prepared by a registered civil or electrical engineer and submitted to the City for the intersection identified in Condition TE15. The Traffic signal shall be modified prior to issuance of a Certificate of Occupancy, if necessary.

Prior to Certificate of Occupancy or Building Final

TE15. (CO) Prior to issuance of a certificate of occupancy, the traffic signal at Cactus Avenue and Driveway 4 (existing Joy Street) shall be modified as necessary and fully operational to the satisfaction of the City Traffic Engineer.

TE16. (CO) Prior to issuance of a certificate of occupancy, the improvements identified in conditions TE8 and TE9 shall be constructed per the approved plans.

Prior to Acceptance of Streets into the City-maintained Road System

TE17. Prior to acceptance of streets into the City-maintained road system, all approved signing and striping shall be installed per current City Standards and the approved plans.

PUBLIC WORKS DEPARTMENT – MORENO VALLEY UTILITY

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Moreno Valley Utility's Conditions of Approval for project(s) PA12-0019 thru -0022; this project shall be completed at no cost to any Government Agency. All questions regarding Moreno Valley Utility's Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from Moreno Valley Utility (the Electric Utility Division) of the Public Works Department 951.413.3500. The applicant is fully responsible for communicating with Moreno Valley Utility staff regarding their conditions.

Prior to Energizing MVU Electric Utility System and Certificate of Occupancy

MVU1. (R) For single family subdivisions, a three foot easement along each side yard property line shall be shown on the final map and offered for dedication to the City of Moreno Valley for public utility purposes, unless otherwise approved by the City Engineer. If the project is a multi-family development, townhome, condominium, apartment, commercial or industrial project, and it requires the installation of electric distribution facilities within common areas, a non-exclusive easement shall be provided to Moreno Valley Utility to include all such common areas. All easements shall include the rights of ingress and egress for the purpose of operation, maintenance, facility repair, and meter reading.

MVU2. (BP) **City of Moreno Valley Municipal Utility Service – Electrical Distribution**: Prior to constructing the MVU Electric Utility System, the developer shall submit a detailed engineering plan showing design, location and schematics for the utility system to be approved by the City Engineer. In accordance with Government Code Section 66462, the Developer **shall** execute an agreement with the City providing for the installation, construction, improvement and dedication of the utility system following recordation of final map and concurrent with trenching operations and other subdivision improvements so long as said agreement incorporates the approved engineering plan and provides financial security to guarantee completion and dedication of the utility system.

The Developer **shall** coordinate and receive approval from the City Engineer to install, construct, improve, and dedicate to the City, or the City's designee, all utility infrastructure (including but not limited to conduit, equipment, vaults, ducts, wires, switches, conductors, transformers, resistors, amplifiers, and "bring-up" facilities including electrical capacity to serve the identified development and other adjoining/abutting/ or benefiting projects as determined by Moreno Valley Utility) – collectively referred to as "utility system" (to and through the development), along with any appurtenant real property easements, as determined by the City Engineer to be necessary for the distribution and /or

delivery of any and all "utility services" to each lot and unit within the Tentative Map. For purposes of this condition, "utility services" shall mean electric, cable television, telecommunication (including video, voice, and data) and other similar services designated by the City Engineer. "Utility services" shall not include sewer, water, and natural gas services, which are addressed by other conditions of approval. Properties within development may be subject to an electrical system capacity charge and that contribution will be collected prior to issuance of building permits.

The City, or the City's designee, shall utilize dedicated utility facilities to ensure safe, reliable, sustainable and cost effective delivery of utility services and maintain the integrity of streets and other public infrastructure. Developer shall, at developer's sole expense, install or cause the installation of such interconnection facilities as may be necessary to connect the electrical distribution infrastructure within the project to the Moreno Valley Utility owned and controlled electric distribution system. Alternatively, developer may cause the project to be included in or annexed to a community facilities district established or to be established by the City for the purpose of financing the installation of such interconnection and distribution facilities. The project shall be deemed to have been included in or annexed to such a community facilities district upon the expiration of the statute of limitations to any legal challenges to the levy of special taxes by such community facilities district within the property. The statute of limitations referred to above will expire 30 days after the date of the election by the qualified electors within the project to authorize the levy of special taxes and the issuance of bonds.

MVU3. This project may be subject to a Reimbursement Agreement. The project is responsible for a proportionate share of costs associated with electrical distribution infrastructure previously installed that directly benefits the project. The project may be subject to a system wide capacity charge in addition to the referenced reimbursement agreement. Payment(s) shall be required prior to issuance of building permit(s).

POLICE DEPARTMENT

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects

Standard Conditions

PD1. Prior to the start of any construction, temporary security fencing shall be erected. The fencing shall be a minimum of six (6) feet high with locking, gated access and shall remain through the duration of construction. Security fencing is required if there is: construction, unsecured structures, unenclosed storage of materials and/or equipment, and/or the condition of the site constitutes a public hazard as determined by the Public Works Department. If security fencing is required, it shall remain in place until the project is completed or the above conditions no longer exist. (MC 9.08.080)

PD2. (GP) Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the following:

a. The name (if applicable) and address of the development.

b. The developer's name, address, and a 24-hour emergency telephone number. (MC 9.08.080)

PD3. (CO) Prior to the issuance of a Certificate of Occupancy, an Emergency Contact Information Form for the project shall be completed at the permit counter of the Community & Economic Development Department - Building Division for routing to the Police Department. (MC 9.08.080)

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL FOR
PLOT PLAN PA12-0020 FOR A WAREHOUSE DISTRIBUTION FACILTY
ASSESSOR'S PARCEL NUMBERS: 297-170-067, -075, and -076

APPROVAL DATE:
EXPIRATION DATE:

_X_ Planning (P), including Building (B), School District (S), Post Office (PO)
_X_ Fire Prevention Bureau (F)
_X_ Land Development (LD)
_X_ Public Works – Special Districts (SD)
_X_ Public Works – Transportation Engineering (TE)
_X_ Public Works – Moreno Valley Utilities (MVU)
___ Parks & Community Services (PCS)
_X_ Police (PD)

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Planning Division

P1. Approval of Plot Plan PA12-0020 is subject to certification of an Environmental Impact Report (P12-057).

P2. Plot Plan PA12-0020 has been approved for development of a 507,720 square foot addition to an existing 779,016 square foot warehouse distribution facility for a total of 1,286,736 square feet. This project will include 229 dock doors and a maximum of 11,690 square feet of office. Required parking for this use equates to a total of 384 employee/visitor parking spaces and 229 truck/trailer parking spaces.

P3. A mitigation monitoring fee, as provided by City ordinance, shall be paid by the applicant within 30 days of project approval. No City permit or approval shall be issued until such fee is paid. (CEQA)

P4. Bicycle racks shall be provided at a minimum of five (5) percent of the required vehicular parking and shall be located near the designated office area(s).

P5. The gates into truck loading and parking areas that are within view of a public street shall be of solid metal construction or wrought iron with mesh to

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Timing Mechanisms for Conditions (see abbreviation at beginning of affected condition):

R - Map Recordation | GP - Grading Permits | CO - Certificate of Occupancy or building final
WP - Water Improvement Plans | BP - Building Permits | P - Any permit

Governing Document (see abbreviation at the end of the affected condition):

GP - General Plan | MC - Municipal Code | CEQA - California Environmental Quality Act
Ord - Ordinance | DG - Design Guidelines | Ldscp - Landscape Development Guidelines and Specs
Res - Resolution | UFC - Uniform Fire Code | UBC - Uniform Building Code
SBM - Subdivision M

screen the interior of the loading area.

P6. This project shall comply with South Coast Air Quality Management District (SCAQMD) rules related to dust generation (Rule 403) and the use of architectural coatings (Rule 1113).

P7. The design of all swales and basins that are visible from the public right-of-way shall be integrated with the surrounding landscape areas.

P8. Screening walls of decorative block or concrete tilt-up construction and 14 feet in height shall be provided to fully screen the truck loading and parking area for from view from along the southern, western, northern, and eastern property lines.

P9. Enhanced landscape shall be provided in the planter areas near each driveway and near the office portions of the facilities.

P10. All loudspeakers, bells, gongs, buzzers or other noise attention devices installed on the project site shall be designed to ensure that the noise level at all property lines will be at or below 55 dBA for consistency with the Municipal Code.

P11. Loading or unloading activities shall be conducted from the truck bays or designated loading areas only. (MC 9.10.140, CEQA)

P12. No outdoor storage is permitted on the project site, except for truck and trailer storage in designated areas within the screened truck courts.

P13. This approval shall expire three years after the approval date of this project unless used or extended as provided for by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever. Use means the beginning of substantial construction contemplated by this approval within the three-year period, which is thereafter pursued to completion, or the beginning of substantial utilization contemplated by this approval. (MC 9.02.230)

P14. PA12-0020 shall be developed in accordance with the approved plans on file in the Community & Economic Development Department - Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the City Planning Official. (MC 9.14.020)

P15. The developer, or the developer's successor-in-interest, shall be responsible for maintaining any undeveloped portion of the project site in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)

P16. A drought tolerant, low water using landscape palette shall be utilized throughout the project.

P17. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)

P18. Any signs indicated on the submitted plans are not included with this approval. Any signs proposed for this development shall be designed in conformance with the sign provisions of the Municipal Code or approved sign program, if applicable, and shall require separate application and approval by the Community & Economic Development Department - Planning Division. (MC 9.12.020)

Prior to Issuance of Grading Permits

P19. (GP) All site plans, grading plans, landscape and irrigation plans, fence/wall plans, lighting plans and street improvement plans shall be coordinated for consistency with this approval.

P20. (GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community & Economic Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

If human remains are discovered, work in the affected area shall cease immediately and the County Coroner shall be notified. If it is determined that the remains are potentially Native American, the California Native American Heritage Commission and any and all affected Native American Indians tribes such as the Morongo Band of Mission Indians or the Pechanga Band of Luiseno Indians shall be notified and appropriate measures provided by State law shall be implemented. (GP Objective 23.3, DG, CEQA).

P21. (GP) Prior to the issuance of grading permits, final erosion control landscape and irrigation plans for all cut or fill slopes over 3 feet in height shall be submitted to the Planning Division for review and approval for the phase in process. The plans shall be designed in accordance with the slope erosion plan as required by the City Engineer for that phase. Man-made slopes greater than 10 feet in height shall be "land formed" to conform to the natural terrain and shall be landscaped and stabilized to minimize visual scarring. (GP Objective 1.5, MC 9.08.080, DG)

P22. (GP) Prior to approval of any grading permit, the developer shall submit for review and approval of a tree plan to the Planning Division. The plan shall identify all mature trees (4 inch trunk diameter or larger) on the subject property, City right-of-way or Caltrans right-of-way. Using the grading plan as a base, the plan shall indicate trees to be relocated, retained, and removed. Replacement trees shall be: shown on the plan; be a minimum size of 24 inch box; and meet a ratio of three replacement trees for each mature tree removed or as approved by the Community Development Director. (GP Objective 4.4, 4.5, DG)

P23. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephens' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)

P24. (GP) Prior to approval of any grading permits, plans for any security gate system shall be submitted to the Community Development Department - Planning Division for review and approval.

P25. (GP) Prior to issuance of any grading permits, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein.

P26. (GP) Prior to the issuance of grading permits, the grading plan shall show decorative treatment for all driveway ingress/egress locations of the project. Accessible pedestrian pathways interior to the site cannot be painted. If delineation is necessary, then an alternative material is required.

P27. (GP) Prior to the issuance of a grading permit, all required planter areas, curbs, including twelve-inch concrete step outs, and required parking space striping shall be shown on the precise grading plan.

P28. (GP) Prior to the issuance of grading permits, the following burrowing owl survey requirements shall be incorporated into the grading plans in accordance with the Riverside County Multi-species Habitat Conservation Plan: Within 30 days of and prior to disturbance, a burrowing owl focused survey shall be conducted by a qualified biologist using accepted protocols. The survey shall be submitted to the Planning Division for review and approval.

P29. (GP) Prior to issuance of grading permits, landscape plans (trees, shrubs and groundcover) for basins maintained by a POA or other private entity shall be submitted to the Planning Division for review and approval for the sides and/or slopes. A hydroseed mix with irrigation is acceptable for the bottom of all the basin areas. All detention basins shall include trees, shrubs and groundcover up to the concreted portion of the basin. A solid decorative wall with pilasters, tubular steel fence with pilasters or other fence or wall approved by the Community Development Director is required to secure all water quality and detention basins more than 18 inches in depth.

P30. (GP) Prior to issuance of grading permits, the developer shall submit wall/fence plans to the Planning Division for review and approval as follows:

- **A. A 3 foot high decorative wall, hedge or berm shall be placed in setback areas adjacent to a parking lot.**
- **B. Any proposed retaining walls shall also be decorative in nature.**
- **C. A 14 foot tall solid wall of decorative block with pilasters and a cap or concrete tilt-up construction shall be provided to screen the trucks, parked trailers and the loading areas and loading docks shall be built along the Brodiaea and Cactus Avenue frontages.**

Prior to Issuance of Building Permits

P31. (BP) Prior to issuance of building permits, the Community & Economic Development Department - Planning Division shall review and approve the location and method of enclosure or screening of transformer cabinets, commercial gas meters and back flow preventers as shown on the final working drawings. Location and screening shall comply with the following criteria: transformer cabinets and commercial gas meters shall not be located within required setbacks and shall be screened from public view either by architectural treatment or with landscaping; multiple electrical meters shall be fully enclosed and incorporated into the overall architectural design of the building(s); back-flow preventers shall be screened by landscaping that will provide complete screening upon maturity. (GP Objective 43.30, DG)

P32. (BP) Prior to issuance of building permits, screening details shall be addressed on plans for roof top equipment and trash enclosures submitted for Community & Economic Development Department - Planning Division review and approval. All equipment shall be completely screened so as not to be visible from public view, and the screening shall be an integral part of the building. For trash enclosures, landscaping shall be included on at least three sides. The trash enclosure, including any roofing, shall be compatible with the architecture for the building(s). (GP Objective 43.6, DG)

P33. (BP) Prior to issuance of building permits, two copies of a detailed, on-site, computer generated, point-by-point comparison lighting plan, including exterior building, parking lot, and landscaping lighting, shall be submitted to the Community & Economic Development Department - Planning Division for review and approval. The lighting plan shall be generated on the plot plan and shall be integrated with the final landscape plan. The plan shall indicate the manufacturer's specifications for light fixtures used and shall include style, illumination, location, height and method of shielding. The lighting shall be designed in such a manner so that it does not exceed 0.5 foot candles illumination beyond at the property line. The lighting level for all parking lots or structures shall be a minimum coverage of one foot-candle of light with a maximum of eight foot-candles. After the third plan check review for lighting plans, an additional plan check fee will apply. (MC 9.08.100, DG)

P34. (BP) Prior to issuance of building permits or as permitted by current City policy, the developer or developer's successor-in-interest shall pay all applicable impact fees, including but not limited to Transportation Uniform Mitigation fees (TUMF), Multi-species Habitat Conservation Plan (MSHCP) mitigation fees, and the City's adopted Development Impact Fees. (Ord)

P35. (BP) Prior to issuance of building permits, final landscaping and irrigation plans shall be submitted to the Community & Economic Development Department - Planning Division for review. All landscape plans shall be approved prior to the release of any building permits for the site. After the third plan check review for landscape plans, an additional plan check fee shall apply. The plans shall be prepared in accordance with the City's Landscape Standards and Specifications and shall include:

A. A landscape berm, hedge or a maximum 3 foot decorative wall is required adjacent to parking areas along public rights-of-way.
B. All finger and end planters shall be included at an interval of one per 12 parking stalls, be a minimum 5' x 16', and include additional 12" concrete step-outs and 6" curbing. (MC9.08.230, City's Landscape Standards)
C. All diamond planters shall be included at an interval of one per 3 parking stalls.
D. Drought tolerant landscape shall be provided. Sod shall be limited to public gathering areas only and not be included along the perimeter of the project site.
E. On site trees shall be planted at an equivalent of one (1) tree per thirty (30) linear feet of building dimension. Trees may be massed for pleasing aesthetic effects.
F. **Enhanced landscaping shall be included at all driveway and corner locations,**
G. All site perimeter and parking lot landscape and irrigation shall be installed prior to the release of certificate of any occupancy permits for the site or pad in question.
H. The review of all utility boxes, transformers etc. shall be coordinated to provide adequate screening from public view. (Landscape Guidelines)
I. **Street trees planted at 40 feet on center spacing shall be provided along the site's Brodiaea and Cactus Avenue frontages.**
J. **Along property boundaries visible from the public view and accessible to the general public, trees shall be planted at a rate of one tree per 30 linear feet of the interior property line. Tree clusters may satisfy this requirement.**
K. **The design of all swales and basins that are visible from the public right-of-way shall be integrated with the surrounding landscape areas.**

P36. (BP) Prior to the issuance of building permits, all fences and walls required or proposed on site, shall be approved by the Community & Economic Development Director. (MC 9.08.070)

P37. (BP) Prior to the issuance of building permits, downspouts will be interior to the building, or if exterior, integrated into the architecture of the building to include compatible colors and materials to the satisfaction of the Community & Economic Development Director.

P38. (BP) Prior to the issuance of building permits the building site plan shall include decorative concrete or pavers for all driveway ingress/egress locations for the project.

P39. (BP) Prior to issuance of any building permits, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein. (CEQA)

Prior to Issuance of Certificate of Occupancy or Building Final

P40. (CO) Prior to issuance of any Certificates of Occupancy or building final, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein. (CEQA) (Advisory)

P41. (CO) Prior to the issuance of Certificates of Occupancy or building final, all required and proposed fences and walls shall be constructed according to the approved plans on file in the Community & Economic Development Department – Planning Division. (MC 9.080.070).

P42. (CO) Prior to issuance of Certificate of Occupancy or building final, installed landscaping and irrigation shall be reviewed by the Community & Economic Development Department - Planning Division. The landscaping shall be installed in accordance with the City's Landscape Standards and the approved landscape plans.

P43. (CO) All rooftop equipment shall be appropriately screened and not visible from the public rights of way.

P44. (CO) Prior to issuance of a certificate of occupancy or building final, the project shall install a photovoltaic array (solar panels) or other source of renewable energy generation on-site, or otherwise acquire energy from the local utility that has been generated by renewable resources, to meet the project's office electricity needs.

MITIGATION MEASURES

Traffic and Circulation

P45. 4.2.1 Elsworth Street and Cactus Avenue Improvements:
Prior to issuance of the first Certificate of Occupancy, the Project Applicant shall construct the following improvement.
• Remove the existing southbound crosswalk (i.e., the crosswalk on the v

of the intersection) to provide additional "green time" to other approaches. This removal shall be accomplished in a manner consistent with applicable regulations, including but not limited to Chapter 3B of the 2012 California Manual on Uniform Traffic Control Devices (MUTCD), and Section 21950.5 of the California Vehicle Code. The existing crosswalks on the north, east and south legs of the intersection shall be maintained.

P46. **4.2.2** I-215 Southbound Ramps at Cactus Avenue Improvement:
• Construct a second westbound through lane.
This improvement will be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of I-215 Southbound Ramps at Cactus Avenue.

P47. **4.2.3** I-215 Northbound Ramps at Cactus Avenue Improvements:
• Construct a second northbound left-turn lane;
• Re-stripe the existing eastbound shared through/right-turn lane as the third through lane;
• Construct a dedicated eastbound right-turn lane;
• Construct a third westbound through lane; and
• Construct a dedicated westbound right-turn lane.
These improvements will be funded through participating in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of I-215 Northbound Ramps at Cactus Avenue.

P48. **4.2.4** Elsworth Street at Cactus Avenue Improvement:
• Construct a third eastbound through lane.
This improvement will be funded through participation in the TUMF and/or DIF program(s). The Project will pay required fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Elsworth Street at Cactus Avenue.

P49. **4.2.5** Frederick Street at Cactus Avenue Improvements:
• Construct a third eastbound through lane; and
• Construct a third westbound through lane.
These improvements will be funded through participating in the TUMF and/or DIF program(s). The Project will pay required fees,
thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Frederick Street at Cactus Avenue.

P50. **4.2.6** Graham Street at Cactus Avenue Improvements:
• Remove the existing southbound crosswalk (i.e., crosswalk on the west leg) to provide additional green time to other approaches; and
• Construct a third eastbound through lane.
These improvements will be funded through participating in the TUMF and/or DIF

program(s). The Project will pay required fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Graham Street at Cactus Avenue.

Air Quality

P51. **4.3.1** Pursuant to SCAQMD Rule 403 requirements:
• All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.
• The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.
• The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are limited to 15 miles per hour or less.

P52. **4.3.2** A sign shall be posted on-site stating that construction workers shall not idle diesel engines in excess of five minutes.

P53. **4.3.3** During grading activities, total horsepower-hours per day for all equipment shall not exceed 13,568 horsepower-hours per day and the maximum disturbance (actively graded) area shall not exceed four acres per day.

P54. **4.3.4** Only "Zero-Volatile Organic Compounds" paints (no more than 150 gram/liter of VOC) and/or High Pressure Low Volume (HPLV) applications consistent with South Coast Air Quality Management District Rule 1113 shall be used.

P55. **4.3.5** The Project truck access gates and loading docks site shall be posted with signs which state:
• Truck drivers shall turn off engines when not in use;
• Diesel delivery trucks servicing the Project shall not idle for more than three minutes; and
• Telephone numbers of the building facilities manager and the CARB to report violations.

P56. **4.3.6** The Project's final site design shall allow for trucks to check-in within the facility area to prevent queuing of trucks outside the facility.

P57. **4.3.7** The building roof shall be designed and constructed to accommodate solar panels.

P58. **4.3.8** Prior to issuance of the first Certificate of Occupancy, the Project shall install a photovoltaic array (solar panels) or other source of renewable energy generation onsite, or otherwise acquire energy from the local utility that has been generated by renewable resources, to meet the Project's office electrical needs.

P59. **4.3.9** The Project shall provide secure, weather-protected on-site bicycle

storage/parking. Bicycle storage parking/quantity and location shall be consistent with City of Moreno Valley requirements. The Project shall provide pedestrian and bicycle connections to surrounding areas, consistent with provisions of the City of Moreno Valley General Plan. Location and configurations of proposed pedestrian and bicycle connections are subject to review and approval by the City. Prior to Final Site Plan approval, pedestrian and bicycle connections shall be indicated on the Project Site Plan. The Project shall provide onsite showers (one for males and one for females). Lockers for employees shall be provided.

Noise

P60. **4.4.1** During all Project site construction, the construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. The construction contractor shall place all stationary construction equipment so that emitted noise is directed away from the noise sensitive receptors nearest the project site.

P61. **4.4.2** The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise sensitive receptors nearest the project site during all Project construction.

P62. **4.4.3** The construction contractor shall limit haul truck deliveries to weekdays between the hours of 7:00 a.m. and 8:00 p.m., or the same hours specified for construction equipment. Haul routes that utilize only City-designated truck routes shall be identified on construction plans. The Project construction manager shall be responsible for ensuring that all contractors operate in compliance with construction plan specifications.

P63. **4.4.4** All trucks, tractors, and forklifts shall be operated with proper operating and well maintained mufflers.

P64. **4.4.5** Maintain quality pavement conditions that are free of bumps to minimize truck noise.

P65. **4.4.6** The truck access gates and loading docks within the truck court on the project site shall be posted with signs which state:
- Truck drivers shall turn off engines when not in use;
- Diesel trucks servicing the Project shall not idle for more than five minutes; and
- Post telephone numbers of the building facilities manager to report violations.

Biological Resources

P66. **BR-1** If possible, all vegetation removal activities shall be scheduled from August 1 to February 1, which is outside the general avian nesting season. This would ensure that no active nests would be disturbed and that removal could proceed rapidly. If vegetation is to be cleared during the nesting season (February 15 – July 31), all suitable habitat will be thoroughly surveyed within 72 hours prior to clearing for the

presence of nesting birds by a qualified Project biologist. The Project biologist shall be retained by the Applicant and vetted by the City. The survey results shall be submitted by the Project Applicant to the City Planning Department. If any active nests are detected, the area shall be flagged and mapped on the construction plans along with a minimum 300-foot buffer and up to 500 feet for raptors, with the final buffer distance to be determined by the qualified biologist. The buffer area shall be avoided until the nesting cycle is complete or it is determined that the nest has failed. In addition, the biologist will be present on the site to monitor the vegetation removal to ensure that any nests, which were not detected during the initial survey, are not disturbed.

P67. **BR-2** Within 30 days prior to site clearing activities, a pre-construction burrowing owl survey shall be conducted to document the presence/absence of any occupied owl burrows. Any owls present shall be passively or actively relocated following CDFG approved protocols, and with CDFG permission, prior to commencement of clearing. The survey shall be submitted to the City Planning Department prior to issuance of a grading permit.

P68. **BR-3** Prior to the issuance of a grading permit, the Project Applicant shall be responsible for ensuring that a biological resources survey is conducted for the Project site during nesting season (February 15 to July 31) by a qualified biologist, consistent with the policies of the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP). This survey will specifically address the identification of potential burrowing owl (Athena cunicularia) habitat, and the protection of species associated with riparian/riverine areas and vernal pools. The results of this biological survey shall be submitted to the City for review. If the City finds that the Project, in its final design, would involve areas of burrowing owl occupation, and/or areas of riparian or riverine resources, the following requirements would apply:

• If the site contains, or is part of an area supporting less than 35 acres of suitable burrowing owl habitat, or the survey reveals that the site and the surrounding area supports fewer than three pairs of burrowing owls, then the on-site burrowing owls will be passively or actively relocated following accepted protocols.

• If the site (including adjacent areas) supports three or more pairs of burrowing owls, supports greater than 35 acres of suitable habitat and is non-contiguous with MSHCP Conservation Area lands, at least 90 percent of the area with long-term conservation value and burrowing owl pairs will be conserved onsite.

• If the 90 percent threshold cannot be met, the City of Moreno Valley, as a permittee of the MSHCP, must make a Determination of Biologically Equivalent or Superior Preservation.

• If riparian/riverine resources are present onsite and cannot be avoided, a Determination of Biologically Equivalent or Superior Preservation will be required.

B1. The above project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as all other city ordinances. All new projects shall provide a soils report. Plans shall be submitted to the Building Department as a separate submittal.

Prior to final inspection, all plans will be placed on a CD Rom for reference and verification. Plans will include "as built" plans, revisions and changes. The CD will also include Title 24 energy calculations, structural calculations and all other pertinent information. It will be the responsibility of the developer and or the building or property owner(s) to bear all costs required for this process. The CD will be presented to the Building Department for review prior to final inspection and building occupancy. The CD will become the property of the Moreno Valley Building Department at that time. In addition, a site plan showing the path of travel from public right of way and building to building access with elevations will be required.

B2. (BP) Prior to the issuance of a building permit, the applicant shall submit a properly completed "Waste Management Plan" (WMP), as required, to the Compliance Official (Building Official) as a portion of the building or demolition permit process.

SCHOOL DISTRICT

S1. (BP) Prior to issuance of building permits, the developer shall provide to the Community Development Director a written certification by the affected school district that either: (1) the project has complied with the fee or other exaction levied on the project by the governing board of the district, pursuant to Government Code Section 65996; or (2) the fee or other requirement does not apply to the project.

UNITED STATES POSTAL SERVICE

PO1. (BP) Prior to the issuance of building permits, the developer shall contact the U.S. Postal Service to determine the appropriate type and location of mailboxes.

FIRE PREVENTION BUREAU

1. **A reciprocal access agreement shall be required if any of the driveways are to be shared with the adjacent properties.**
2. **All gates shall be electronically controlled. This shall apply for the entire site.**
3. **Applicant shall provide a "preplanned impairment program" plan for approval prior to commencing any construction that will affect the fire protection systems or water supply. CFC 907.4**
4. **The following Standard Conditions shall apply.**

With respect to the conditions of approval, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.

F2. The Fire Prevention Bureau is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering __4000__ GPM for _4_ hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 507.3, Appendix B) . **The 50% reduction in fire flow was granted for the use of fire sprinklers throughout the facility. The reduction shall only apply to fire flow, hydrant spacing shall be per the fire flow requirements listed in CFC Appendix B and C.**

F3. Industrial, Commercial, Multi-family, Apartment, Condominium, Townhouse or Mobile Home Parks. A combination of on-site and off-site super enhanced fire hydrants (6" x 4" x 4" x 2 ½") shall not be closer than 40 feet and more than 150 feet from any portion of the building as measured along approved emergency vehicular travel ways. The required fire flow shall be available from any adjacent fire hydrant(s) in the system. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, super or enhanced fire hydrants as determined by the fire code official shall be provided at spacing not to exceed 500 feet of frontage for transportation hazards. (CFC 507.5.7 & MVMC 8.36.060 Section K)

F4. Maximum cul-de-sac or dead end road length shall not exceed 660 feet. The Fire Chief, based on City street standards, shall determine minimum turning radius for fire apparatus based upon fire apparatus manufacture specifications. (CFC 503.2)

F5. During phased construction, dead end roadways and streets which have not been completed shall have a turn-around capable of accommodating fire apparatus. (CFC 503.2 and 503.2.5)

F6. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)

F7. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)

F8. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less than thirty (30) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches. (CFC 503.2.1 and MVMC 8.36.060[E])

F9. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.060[G])

F10. If construction is phased, each phase shall provide an approved emergency vehicular access way for fire protection prior to any building construction. (CFC 501.4)

F11. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3)

F12. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5)

F13. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)

F14. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Fire Prevention Bureau for review. Plans shall:

a) Be signed by a registered civil engineer or a certified fire protection engineer;
b) Contain a Fire Prevention Bureau approval signature block; and

c) Conform to hydrant type, location, spacing of new and existing hydrants and minimum fire flow required as determined by the Fire Prevention Bureau.

After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.

Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 507.5)

F15. Prior to issuance of Certificate of Occupancy or Building Final, "Blue Reflective Markers" shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 509.1)

F16. Prior to issuance of Certificate of Occupancy or Building Final, all commercial buildings shall display street numbers in a prominent location on the street side and rear access locations. The numerals shall be a minimum of twelve (12) inches in height for buildings and six (6) inches in height for suite identification on a contrasting background. Unobstructed lighting of the address(s) shall be by means approved by the Fire Prevention Bureau and Police Department. In multiple suite centers (strip malls), businesses shall post the name of the business on the rear door(s). (CFC 505.1)

F17. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9)

F18. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire alarm system monitored by an approved Underwriters Laboratory listed central station based on a requirement for monitoring the sprinkler system, occupancy or use. Fire alarm panel shall be accessible from exterior of building in an approved location. Plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9 and MVMC 8.36.100)

F19. Prior to issuance of a Certificate of Occupancy or Building Final, a "Knox Box Rapid Entry System" shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Chief. All exterior security emergency access gates shall be electronically operated and be provided with Knox key switches for access by emergency personnel. (CFC 506.1)

F20. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall be responsible for obtaining underground and/or above ground tank permits for the storage of combustible liquids, flammable liquids, or any other hazardous materials from both the County of Riverside Community Health Agency Department of Environmental Health and the Fire Prevention Bureau. (CFC 105)

F21. Prior to issuance of Certificate of Occupancy, approval shall be required from the County of Riverside Community Health Agency (Department of Environmental Health) and Moreno Valley Fire Prevention Bureau to maintain, store, use, handle materials, or conduct processes which produce conditions hazardous to life or property, and to install equipment used in connection with such activities. (CFC 105)

F22. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.

F23. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503 and MVMC 8.36.060)

F24. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.060)

F25. Prior to construction, “private” driveways over 150 feet in length shall have a turn-around as determined by the Fire Prevention Bureau capable of accommodating fire apparatus. Driveway grades shall not exceed 12 percent. (CFC 503 and MVMC 8.36.060)

F26. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.

F27. A permit is required to maintain, store, use or handle materials, or to conduct processes which produce conditions hazardous to life or property, or to install equipment used in connection with such activities. Such permits shall not be construed as authority to violate, cancel or set aside any of the provisions of this code. Such permit shall not take the place of any license required by law.

Applications for permits shall be made to the Fire Prevention Bureau in such form and detail as prescribed by the Bureau. Applications for permits shall be accompanied by such plans as required by the Bureau. Permits shall be kept on the premises designated therein at all times and shall be posted in a conspicuous location on the premises or shall be kept on the premises in a location designated by the Fire Chief. Permits shall be subject to inspection at all times by an officer of the fire department or other persons authorized by the Fire Chief in accordance with CFC 105 and MVMC 8.36.100.

F28. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14 & CBC Chapter 33)

F29. Prior to issuance of Certificate of Occupancy, permits are required to store, dispense, use or handle hazardous material. Each application for a permit shall include a hazardous materials management plan (HMMP). The location of the HMMP shall be posted adjacent to (other) permits when an HMMP is provided. The HMMP shall include a facility site plan designating the following:

a) Storage and use areas;
b) Maximum amount of each material stored or used in each area;
c) Range of container sizes;
d) Locations of emergency isolation and mitigation valves and devises;
e) Product conveying piping containing liquids or gases, other than utility-owned fuel gas lines and low-pressure fuel gas lines;
f) On and off positions of valves for valves which are of the self-indicating type;
g) Storage plan showing the intended storage arrangement, including the location and dimensions of aisles. The plans shall be legible and approximately to scale. Separate distribution systems are allowed to be shown on separate pages; and
h) Site plan showing all adjacent/neighboring structures and use.

NOTE: Each application for a permit shall include a hazardous materials inventory statement (HMIS).

F30. Before a Hazardous Materials permit is issued, the Fire Chief shall inspect and approve the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used. In instances where laws or regulations are enforceable by departments other than the Fire Prevention Bureau, joint approval shall be obtained from all departments concerned. (CFC Chapter 27)

F31. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 105)

F32. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 105)

F33. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 105)

F34. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.8)

F35. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Chapter 1)

F36. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)

F37. Prior to Certificate of Occupancy all locations where medians are constructed and prohibit vehicular ingress/egress into or away from the site, provisions must be made to construct a median-crossover at all locations determined by the Fire Marshal and the City Engineer. Prior to the construction, design plans will be submitted for review and approval by the City Engineer and all applicable inspections conducted by Land Development Division.

F38. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.

COMMUNITY & ECONOMIC DEVELOPMENT – LAND DEVELOPMENT DIVISION

The following are the Community & Economic Development Department – Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Community & Economic Development Department – Land Development Division.

General Conditions

LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City's Municipal Code. (MC)

LD2. (G) The developer shall make appropriate offers of dedication by separate instrument or by final map when and if one is submitted. The City Engineer may require the construction of necessary utilities, streets or other improvements beyond the project boundary, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public.

LD3. (G) It is understood that the plot plan correctly shows all existing easements, traveled ways, and drainage courses, and that their omission may require the plans associated with this application to be resubmitted for further consideration. (MC 9.14.040)

LD4. (G) If improvements associated with this project are not initiated within two years of the date of approval of the Public Improvement Agreement, the City Engineer may require that the improvement cost estimate associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the Public Improvement Agreement or issuance of a permit.

LD5. (G) The developer shall monitor, supervise and control all construction and construction supportive activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:

a. Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.

b. Observance of working hours as stipulated on permits issued by the Public Works Department.

c. The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.

d. All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements shall be adhered to during the grading operations.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

LD6. (G) The developer shall protect downstream properties from damage caused by alteration of drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities. (MC 9.14.110)

LD7. (G) A detailed drainage study shall be submitted to the City Engineer for review and approval at the time of any improvement or grading plan submittal. The study shall be prepared by a registered civil engineer and shall include existing and proposed hydrologic conditions. Hydraulic calculations are required for all drainage control devices and storm drain lines. (MC 9.14.110). Prior to approval of the related improvement or grading plans, the developer shall submit the approved drainage study, on compact disk, in (.pdf) digital format to the Land Development Division of the Community and Economic Development Department.

LD8. (G) The final conditions of approval issued by the Planning Division subsequent to Planning Commission approval shall be photographically or electronically placed on mylar sheets and included in the Grading and Street Improvement plan sets on twenty-four (24) inch by thirty-six (36) inch mylar and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field during grading and construction.

<u>Prior to Grading Plan Approval or Grading Permit</u>

LD9. (GPA) Prior to approval of the grading plans, plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD10. (GPA) Prior to approval of grading plans, the developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:

a. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the City Engineer, lot lines shall be located at the top of slopes.

b. Any grading that creates cut or fill slopes adjacent to the street shall provide erosion control, sight distance control, and slope easements as approved by the City Engineer.

c. A grading permit shall be obtained from the Community and Economic Development Department Land Development Division prior to commencement of any grading outside of the City maintained road right-of-way.

d. All improvement plans are substantially complete and appropriate clearance and at-risk letters are provided to the City. (MC 9.14.030)

e. The developer shall submit a soils and geologic report to the Community and Economic Development Department – Land Development Division. The report shall address the soil's stability and geological conditions of the site.

LD11. (GPA) Prior to grading plan approval, the developer shall select and implement treatment control best management practices (BMPs) that are medium to highly effective for treating Pollutants of Concern (POC) for the project. Projects where National Pollution Discharge Elimination System (NPDES) mandates water quality treatment control best management practices (BMPs) shall be designed per the City of Moreno Valley guidelines or as approved by the City Engineer.

LD12. (GPA) Prior to approval of the grading plans for projects that will result in discharges of storm water associated with construction with a soil disturbance of one or more acres of land, the developer shall submit a Notice of Intent (NOI) and obtain a Waste Discharger's Identification number (WDID#) from the State Water Quality Control Board (SWQCB). The WDID# shall be noted on the grading plans prior to issuance of the first grading permit.

LD13. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall submit two (2) copies of the final project-specific Water Quality Management Plan (WQMP) for review by the City Engineer that :

a. Addresses Site Design Best Management Practices (BMPs) such as minimizing impervious areas, maximizing permeability, minimizes directly connected impervious areas to the City's street and storm drain systems, and conserves natural areas;

b. Incorporates Source Control BMPs and provides a detailed description of their implementation;

c. Incorporates Treatment Control BMPs and provides information regarding design considerations;

d. Describes the long-term operation and maintenance requirements for BMPs requiring maintenance; and

e. Describes the mechanism for funding the long-term operation and maintenance of the BMPs.

A copy of the final WQMP template can be obtained on the City's Website or by contacting the Land Development Division of the Community and Economic Development Department.

LD14. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall record a "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," to provide public notice of the requirement to implement the approved final project-specific WQMP and the maintenance requirements associated with the WQMP.

A boilerplate copy of the "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," can be obtained by contacting the Land Development Division of the Community and Economic Development Department.

LD15. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall secure approval of the final project-specific WQMP from the City Engineer. The final project-specific WQMP shall be submitted at the same time of grading plan submittal. The approved final WQMP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format prior to grading plan approval.

LD16. (GPA) Prior to the grading plan approval, or issuance of a building permit as determined by the City Engineer, the approved final project-specific WQMP shall be incorporated by reference or attached to the project's Storm Water Pollution Prevention Plan as the Post-Construction Management Plan.

LD17. (GPA) Prior to grading plan approval, the developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the state's Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at the project site and be available for review upon request. The SWPPP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format.

LD18. (GPA) Prior to the approval of the grading plans, the developer shall pay applicable remaining grading plan check fees.

LD19. (GP) Prior to issuance of a grading permit, or building permit when a grading permit is not required, for projects that require a project-specific Water Quality Management Plan (WQMP), a project-specific final WQMP (F-WQMP) shall be approved. Upon approval, a WQMP Identification Number is issued by the Storm Water Management Section and shall be noted on the rough grading plans as confirmation that a project-specific F-WQMP approval has been obtained.

LD20. (GP) Prior to issuance of a grading permit, if the fee has not already been paid, the developer shall pay Area Drainage Plan (ADP) fees. The developer shall provide a

receipt to the City showing that ADP fees have been paid to Riverside County Flood Control and Water Conservation District. (MC 9.14.100)

LD21. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the completion of the grading required as a condition of approval of the project.

LD22. (GP) Prior to issuance of a grading permit, the developer shall pay the applicable grading inspection fees.

Prior to Improvement Plan Approval or Construction Permit

LD23. (CP) Prior to issuance of a construction permit, the permit shall list any restrictions on trench repair pavement cuts to reflect the City's moratorium on disturbing newly-constructed pavement less than three years old and recently slurry sealed streets less than one year old. Pavement cuts for trench repairs may be allowed for emergency repairs or as specifically approved in writing by the City Engineer.

LD24. (CP) Prior to issuance of a construction permit, the permit shall require the developer to bring any existing access ramps adjacent to and fronting the project to current ADA (Americans with Disabilities Act) requirements. However, when work is required in an intersection that involves or impacts existing access ramps, those access ramps in that intersection shall be retrofitted to comply with current ADA requirements, unless approved otherwise by the City Engineer.

LD25. (CP) Prior to issuance of a construction permit, the project shall be designed to accept and properly convey all off-site drainage flowing onto or through the site. All storm drain design and improvements shall be subject to review and approval of the City Engineer. In the event that the City Engineer permits the use of streets for drainage purposes, the provisions of the Development Code will apply. Should the quantities exceed the street capacity or the use of streets be prohibited for drainage purposes, as in the case where one travel lane in each direction shall not be used for drainage conveyance for emergency vehicle access on streets classified as minor arterials and greater, the developer shall provide adequate facilities as approved by the Community and Economic Development Department – Land Development Division. (MC 9.14.110)

LD26. (CP) All work performed within the City right-of-way requires a construction permit. As determined by the City Engineer, security shall be required for work within the right-of-way. Security shall be in the form of a cash deposit or other approved means. The City Engineer shall require the execution of a public improvement agreement as a condition of the issuance of the construction permit. All inspection fees shall be paid prior to issuance of construction permit. (MC 9.14.100)

LD27. (CP) Prior to issuance of construction permits, the developer shall pay all applicable inspection fees.

Prior to Building Permit

LD28. (BP) Prior to issuance of a building permit, the final map associated with this project, if any, shall record.

LD29. (BP) Prior to issuance of building permits, unless a final map is submitted in which case prior to final map approval, all street dedications shall be irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer. All dedications shall be free of all encumbrances as approved by the City Engineer.

LD30. (BP) Prior to issuance of building permits, unless a final map is submitted in which case prior to final map approval, security shall be required to be submitted as a guarantee of the completion of the improvements required as a condition of approval of the project. A public improvement agreement will be required to be executed.

LD31. (BP) Prior to issuance of a building permit, unless a final map is submitted in which case prior to final map approval, the developer shall enter into or modify an agreement with the City and Riverside County Flood Control and Water Conservation District establishing the terms and conditions covering the inspection, operation and maintenance of Master Drainage Plan facilities. (MC 9.14.110)

LD32. (BP) Prior to issuance of a building permit, all pads shall meet pad elevations per approved plans as noted by the setting of "Blue-top" markers installed by a registered land surveyor or licensed engineer.

Prior to Certificate of Occupancy

LD33. (CO) Prior to issuance of the last certificate of occupancy or building final, the developer shall pay all outstanding fees.

LD34. (CO) Prior to issuance of a certificate of occupancy, this project is subject to requirements under the current permit for storm water activities required as part of the National Pollutant Discharge Elimination System **(NPDES)** as mandated by the Federal Clean Water Act. In compliance with Proposition 218, the developer shall agree to approve the City of Moreno Valley NPDES Regulatory Rate Schedule that is in place at the time of certificate of occupancy issuance. Following are the requirements:

a. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required continuous operation, maintenance, monitoring system evaluations and enhancements, remediation and/or replacement, all in accordance with Resolution No. 2002-46.

i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process; or
ii. Establish an endowment to cover future City costs as specified in the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule.

b. Notify the Special Districts Division of the intent to request building permits 90 days prior to their issuance and the financial option selected. The financial option selected shall be in place prior to the issuance of certificate of occupancy. (California Government Code & Municipal Code)

LD35. (CO) The City of Moreno Valley has an adopted Development Impact Fee (DIF) nexus study. All projects unless otherwise exempted shall be subject to the payment of the DIF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD36. (CO) The City of Moreno Valley has an adopted area wide Transportation Uniform Mitigation Fee (TUMF). All projects unless otherwise exempted shall be subject to the payment of the TUMF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD37. (CO) Prior to issuance of a certificate of occupancy or building final, the developer shall construct all public improvements in conformance with applicable City standards, except as noted in the Special Conditions, including but not limited to the following applicable improvements:

a. Street improvements including, but not limited to: drive approaches, pedestrian ramps, signing, striping, relocation of existing improvements required to accommodate project public improvements, and replacement of existing public improvements that are damaged during construction or that are substandard.

b. Sewer and water systems including, but not limited to: sanitary sewer, potable water and recycled water.

LD38. (CO) Prior to issuance of a certificate of occupancy or building final, all existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Moreno Valley ordinances. (MC 9.14.130)

LD39. (CO) Prior to issuance of a certificate of occupancy or building final for any Commercial/Industrial facility, whichever occurs first, the owner may have to secure coverage under the State's General Industrial Activities Storm Water Permit as issued by the State Water Resources Control Board.

LD40. (CO) Prior to issuance of a certificate of occupancy or building final, the applicant shall ensure the following, pursuant to Section XII. I. of the 2010 NPDES Permit:

a. Field verification that structural Site Design, Source Control and Treatment Control BMPs are designed, constructed and functional in accordance with the approved Final Water Quality Management Plan (WQMP)

b. Certification of best management practices (BMPs) from a state licensed civil engineer. An original WQMP BMP Certification shall be submitted to the City for review and approval.

Prior to Acceptance of Streets into the City Maintained Road System

LD41. (AOS) Aggregate slurry, as defined in Section 203-5 of Standard Specifications for Public Works Construction, may be required just prior to the end of the one-year warranty period of the public streets at the discretion of the City Engineer. If slurry is required, the developer/contractor must provide a slurry mix design submittal for City Engineer approval. The latex additive shall be Ultra Pave 70 (for anionic – per project geotechnical report) or Ultra Pave 65 K (for cationic – per project geotechnical report) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2½) parts to one-hundred (100) parts of emulsion by volume. Any existing striping shall be removed prior to slurry application and replaced per City standards.

SPECIAL CONDITIONS

LD42. This project will require submittal of both rough grading and precise grading plans for review and approval. All on-site and off-site easements shall be shown on the grading plan.

LD43. Prior to rough and precise grading plan approval, the grading plans shall clearly demonstrate that drainage is properly collected and conveyed. The plans shall show all necessary on-site and off-site drainage improvements to properly collect and convey drainage entering, within and leaving the project. This may include, but not be limited to on-site and perimeter drainage improvements to properly convey drainage within and along the project site, and downstream off-site improvements. The developer shall connect the proposed private storm drain system to the existing public drainage system located within a storm drain easement in a south parking lot drive aisle to the east of the proposed building expansion. A storm drain manhole shall be placed at the terminus of the existing storm drain easement to designate the beginning of the publicly maintained portion of this storm drain system.

LD44. Prior to rough and precise grading plan approval, the grading plans shall clearly show the location of the proposed sewer easement, pedestrian access easement, additional right-of-way dedications at proposed driveway approaches, reciprocal access area for the shared driveway on Cactus

Avenue, and the Joy street right-of-way to be vacated. The grading plans shall show the parking lot area to be demolished including an existing, private storm drain.

LD45. Prior to precise grading plan approval, the following legal descriptions and plats shall be submitted to the City for review and approval, unless a final map is prepared showing the following:

a. Reciprocal access easement for the shared use driveway proposed on Cactus Avenue between APN 297-170-027 and APN 297-170-076. Alternatively, a separate recorded copy of a reciprocal access agreement between these parcels shall be submitted to the City for review and approval.

b. Pedestrian access easement (sidewalk easement) for the existing curb-separated sidewalk along Cactus Avenue from the west side of Joy Street to the proposed west property line of the building expansion.

c. Additional right-of-way at proposed driveway entrances per City Standard No. 118C.

d. Joy Street right-of-way vacation including any easements that may be located within.

e. New sewer easement, 30-foot wide to Eastern Municipal Water District, located within a drive aisle along and offset 30 feet from the west property line of APN 297-170-075 and APN 297-170-076, containing relocated Joy Street sewer.

LD46. Prior to precise grading plan approval, the grading plans shall show any proposed trash enclosure as dual bin; one bin for trash and one bin for recyclables. The trash enclosure shall be per City Standard Plan 627.

LD47. Prior to precise grading plan approval, the grading plans shall clearly show that the parking lot conforms to City standards. The parking lot shall be 5% maximum, 1% minimum, 2% maximum at or near any disabled parking stall and travel way. Ramps, curb openings and travel paths shall all conform to current ADA standards as outlined in Department of Justice's "ADA Standards for Accessible Design", Excerpt from 28 CFR Part 36. (www.usdoj.gov) and as approved by the City's Building and Safety Division.

LD48. Prior to precise grading plan approval, the plans shall show roof drains directed to a landscaped area rather than being routed directly to the parking lot. Alternatively, roof drain flows can be directed to private storm drains which will connect to the treatment control best management practice.

LD49. Prior to building permit issuance, a final map shall record or alternatively with the approval of the City Engineer, a lot line adjustment shall record in order to combine existing parcels, APN 297-160-067, APN 297-170-075, and APN 297-170-076.

LD50. Prior to building permit issuance, or final map approval, if a final map is required, the Developer shall guarantee the construction of the following improvements by entering into a public improvement agreement and posting security, as required by the City Engineer. The improvements shall be completed prior to occupancy or as otherwise determined by the City Engineer.

a. Driveway approaches on Cactus Avenue and Brodiaea Avenue shall be constructed per City Standard No. 118C. No decorative pavers shall be placed within the public right-of-way. The precise grading plan shall show an additional 4-foot right-of-way dedication behind driveway approaches. A legal description and plat for the 4-foot right-of-way dedication shall be submitted to the City for review and approval prior to precise grading plan approval.

b. Pavement core samples of existing pavement on Frederick Street and Cactus Avenue (half street width along project frontage) may be taken and findings submitted to the City for review and consideration of pavement improvements. The City will determine the adequacy of the existing pavement structural section. If the existing pavement structural section is found to be adequate, the developer may still be required to perform a one-tenth inch grind and overlay or slurry seal depending on the severity of existing pavement cracking, as required by the City Engineer. If the existing pavement section is found to be inadequate, the Developer shall replace the pavement (half street width along project frontage) to meet or exceed the City's pavement structural section standard.

c. Drainage improvements associated with the connection of onsite, private storm drain to existing public storm drain located within a storm drain easement in a south parking lot drive aisle to the east of the proposed building expansion. A storm drain manhole shall be placed at the terminus of the existing storm drain easement to designate the beginning of the publicly maintained portion of this storm drain system.

d. Relocation, repair, and reconstruction of existing public improvements along project frontage resulting from displacement due to proposed project public improvements, existing public improvements that are damaged during construction, and substandard or obsolete City standard public improvements. The applicant shall schedule a walk through with a Public Works Inspector to inspect existing improvements within public right-of-way along project frontage. The applicant will be required to

install, replace and/or repair any missing, damaged or substandard improvements including any signing and re-striping, as necessary, removal of fire hydrant that conflict with the proposed project driveways. The applicant shall post security to cover the cost of the repairs and complete the repairs within the time allowed in the public improvement agreement used to secure the improvements.

LD51. Prior to building permit issuance or as may be deferred until occupancy by the City Engineer, the vacation of Joy Street made either by final map or separate instrument, and sewer relocation shall be completed to ensure that the proposed building expansion is not located over street right-of-way. The final map must be recorded prior to issuance of a building permit. Therefore, the Joy Street vacation and the relocation of the existing sewer to its new location within a proposed sewer easement, which is required by Eastern Municipal Water District, prior to vacation of Joy Street, will need to occur prior to issuance of a building permit if a final map is required or unless otherwise approved by the City Engineer and Eastern Municipal Water District. If a final map is not required, the vacation of Joy Street by separate instrument and associated sewer relocation improvements can be deferred until occupancy.

LD52. Prior to occupancy or at building permit issuance if a final map is required, as may be required by the City Engineer, the following proposed easements shall be dedicated and existing street right-of-way vacated either on a final map which is required prior to building permit issuance or by separate instrument and recorded.

a. Reciprocal access easement for the shared use driveway proposed on Cactus Avenue between APN 297-170-027 and APN 297-170-076. Alternatively, a copy of a reciprocal access agreement between these parcels shall be recorded.

b. Pedestrian access easement (sidewalk easement) for the existing curb-separated sidewalk along Cactus Avenue from the west side of Joy Street to the proposed west property line of APN 297-170-076.

c. Additional right-of-way at proposed driveway entrances per City Standard No. 118C.

d. Joy Street right-of-way vacation. All utilities shall be relocated into the public right-of-way or new easement location as agreed upon by the developer, the easement holder and the City Engineer prior to the vacation of Joy Street. All utilities shall be relocated within existing public right-of-way or new easement, as necessary, or otherwise abandoned in place as approved by the City Engineer, prior to the street right-of-way vacation. A new sewer easement shall be granted prior to sewer relocation

right-of-way vacation. All utility relocations shall be done at no expense to the City.

e. New sewer easement, 30-foot wide to Eastern Municipal Water District, located within a drive aisle along and offset 30 feet from the west property line of APN 297-170-075 and APN 297-170-076, containing relocated Joy Street sewer. The sewer easement shall be dedicated and recorded prior to the sewer relocation and Joy Street right-of-way vacation.

LD53. In accordance with the City of Moreno Valley standards, the Double Ring Infiltrometer field testing method shall be utilized to perform in-situ percolation testing in the location of proposed infiltration area treatment control Best Management Practice (BMP) and the results included in the Final WQMP. The preparer understands that any changes to BMPs required based on the basis of the percolation results will be incorporated in the first submittal of the Final WQMP.

LD54. The Applicant shall prepare and submit for approval a Project Specific Final Water Quality Management Plan (F-WQMP) for PA12-0020 – Moreno Valley Centerpointe - Building 4 Expansion. The F-WQMP shall be consistent with the approved Amended P-WQMP and in full conformance with the document; "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006. The F-WQMP shall contain any revised calculations for the revised treatment control BMPs. The F-WQMP shall provide detailed descriptions on the location, implementation (including sizing criteria), installation, and long-term Operation and Maintenance of planned Treatment Control Best Management Practices (BMPs).

LD55. The Applicant shall provide supporting studies, calculations, and reports related to the Hydrologic Conditions of Concern.

LD56. The Applicant shall select and implement treatment control BMPs that are medium to highly effective for treating Pollutants of Concern (POC) for the project. POC include project pollutants associated with a 303(d) listing or a Total Maximum Daily Load (TMDL) for receiving waters. Project POC include: nutrients, organic compounds, and pathogens (bacteria and viruses). Exhibit C of the document, "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006 shall be consulted for determining the effectiveness of proposed treatment BMPs.

LD57. Overall, the proposed treatment control concept is accepted as the conceptual treatment control BMP for the proposed site. The Applicant has proposed to incorporate the use of two subsurface infiltration basins ad porous pavement in car parking areas. Final design details of the treatment control BMPs must be provided in the first submittal of the F-WQMP. The size

of the treatment control BMPs is to be determined using the procedures set forth in Exhibit C of the Riverside County Guidance Document.

LD58. The Applicant shall substantiate the applicable Hydrologic Condition of Concern (HCOC) (WQMP Section IV) in the F-WQMP. The HCOC designates that the project will comply with Condition A; therefore, the condition must be addressed in the F-WQMP.

LD59. The Applicant shall, prior to building or grading permit closeout or the issuance of a certificate of occupancy, demonstrate:

a. That all structural BMPs have been constructed and installed in conformance with the approved plans and specifications

b. That all structural BMPs described in the F-WQMP have been implemented in accordance with approved plans and specifications

c. That the Applicant is prepared to implement all non-structural BMPs included in the F-WQMP, conditions of approval, and building/grading permit conditions

d. That an adequate number of copies of the approved F-WQMP are available for the future owners/occupants of the project.

PUBLIC WORKS DEPARTMENT – SPECIAL DISTRICTS DIVISION

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Special Districts' Conditions of Approval for project **PA12-0020**; this project shall be completed at no cost to any Government Agency. All questions regarding Special Districts' Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Special Districts Division of the Public Works Department 951.413.3480 or by emailing specialdistricts@moval.org.

General Conditions

SD-1 The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks & Community Services), C (Arterial Street Lighting), E (Extensive Parkway Landscape Maintenance), and M (Commercial, Industrial, and/or Multifamily Improved Median Maintenance). All assessable parcels therein shall be subject to annual Zone A, Zone C, Zone E, and Zone M charges for operations and capital improvements.

SD-2 In the event the Moreno Valley Community Services District determines that funds authorized by Proposition 218 mail ballot proceeding are insufficient to meet the costs for parkway, slope, and/or open space maintenance and utility charges (**Zone E**), the District shall have the right, at its option, to terminate the grant of any or all parkway, slope, and/or open space maintenance easements. This power of termination, should it be exercised, shall be exercised in the manner provided by law to quit claim and abandon the property so conveyed to the District, and to revert to the developer or the developer's successors in interest, all rights, title, and interest in said parkway, slope, and/or open space areas, including but not limited to responsibility for perpetual maintenance of said areas.

SD-3 Any damage to existing landscape areas maintained by the Moreno Valley Community Services District due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the Moreno Valley Community Services District.

SD-4 The ongoing maintenance of any landscaping required to be installed behind the curb on Cactus Ave. shall be the responsibility of the property owner.

SD-5 Plan check fees for review of parkway/median landscape plans for improvements that shall be maintained by the Moreno Valley Community Services District are due upon the first plan submittal. (MC 3.32.040)

SD-6 Inspection fees for the monitoring of landscape installation associated with Moreno Valley Community Services District maintained parkways/medians are due prior to the required pre-construction meeting. (MC 3.32.040)

Prior to Building Permit Issuance

SD-7 (BP) This project has been identified to be included in the formation of a Community Facilities District (Mello-Roos) for **Public Safety** services, including but not limited to Police, Fire Protection, Paramedic Services, Park Rangers, and Animal Control services. The property owner(s) shall not protest the formation; however, they retain the right to object to the rate and method of maximum special tax. In compliance with Proposition 218, the developer shall agree to approve the mail ballot proceeding (special election) for either formation of the CFD or annexation into an existing district that may already be established. The Developer must notify Special Districts of intent to request building permits 90 days prior to their issuance. (California Government Code)

SD-8 (BP) This project is conditioned to install and/or maintain parkway landscape. The Developer's responsibility is to provide a funding source for the capital improvements and the continued maintenance of the landscaped area. In order for the Developer to meet the financial responsibility to maintain the defined services, one of the options as outlined below shall be selected. The Developer must notify Special Districts of intent to request building permits 90 days prior to their issuance and the financial option selected to fund the continued maintenance.

a. Participate in a ballot proceeding for **standard/extensive landscape** program maintenance and pay all associated costs with the ballot process and formation costs, if any. Financing may be structured through a Community Services District zone, Community Facilities District, Landscape and Lighting Maintenance District, or other financing structure as determined by the city; or
b. Establish a Home Owners Association (HOA) to maintain the landscaped area; or
c. Establish an endowment to cover the future landscape program maintenance costs of the landscaped area.

The financial option selected shall be in place prior to the issuance of certificate of occupancy.

SD-9 (BP) This project is conditioned to provide a funding source for the capital improvements and/or maintenance for the **Cactus Ave.** median landscape. In order for the Developer to meet the financial responsibility to maintain the defined service, one of the options as outlined below shall be selected. The Developer must notify Special Districts of intent to request building permits

90 days prior to their issuance and the financial option selected to fund the continued maintenance.

a. Participate in a ballot proceeding for **improved median maintenance** and pay all associated costs with the ballot process and formation costs, if any. Financing may be structured through a Community Services District zone, Community Facilities District, Landscape and Lighting Maintenance District, or other financing structure as determined by the city; or
b. Establish an endowment to cover the future maintenance costs of the landscaped area.

The financial option selected shall be in place prior to the issuance of certificate of occupancy.

SD-10 *Commercial* (BP) If Land Development, a Division of the Community and Economic Development Department, requires this project to supply a funding source necessary to provide, but not limited to, stormwater utilities services for the monitoring of on site facilities and performing annual inspections of the affected areas to ensure compliance with state mandated stormwater regulations, the developer must notify Special Districts 90 days prior to the City's issuance of a building permit and the financial option selected to fund the continued maintenance. (California Government Code)

SD-11 (BP) Prior to release of building permit, the developer, or the developer's successors or assignees, shall record with the County Recorder's Office a **Covenant of Assessments** for each assessable parcel therein, whereby the developer covenants the existence of the Moreno Valley Community Services District, its established benefit zones, and that said parcel(s) is (are) liable for payment of annual benefit zone charges and the appropriate National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate schedule when due. A copy of the recorded Covenant of Assessments shall be submitted to the Special Districts Division. For a copy of the Covenant of Assessments form, please contact Special Districts, phone 951.413.3480.

PUBLIC WORKS DEPARTMENT – TRANSPORTATION ENGINEERING DIVISION

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

Based on the information contained in our standard review process we recommend the following conditions of approval be placed on this project:

General Conditions

TE1. Cactus Avenue is classified as a Divided Major Arterial – Reduced Cross Section (120'RW/102'CC) per City Standard No. 102A. Any improvements to the roadway shall be per City standards. Traffic signal interconnect shall be installed along project frontage per City Standard Plan No. 421.

TE2. Graham Street is classified as a Minor Arterial (88' RW/64' CC) per City Standard Plan No. 105A. Any improvements to the roadway shall be per City standards. Traffic signal interconnect shall be installed along project frontage per City Standard Plan No. 421.

TE3. Frederick Street is classified as a Minor Arterial (88' RW/64' CC) per City Standard Plan No. 105A. Any improvements to the roadway shall be per City standards.

TE4. Brodiaea Avenue is classified as an Industrial Collector Street (78' RW/56' CC) per City Standard Plan No. 106. Any improvements to the roadway shall be per City standards.

TE5. Driveways shall conform to Section 9.11.080, and Table 9.11.080-14 of the City's Development Code – Design Guidelines and City of Moreno Valley Standard No. 118C for commercial driveway approach. Driveways wider than City standards (maximum of 40 feet) shall be constructed as an intersection with access ramps per City Standard 214A, including any necessary signing and markings, as determined by the City Traffic Engineer.

TE6. Each gated entrance shall be provided with the following:

a) A storage lane with a minimum of 75 feet queuing length for entering traffic. Driveway 4 located on Cactus Avenue (replacing existing Joy Street) shall be wide enough for two inbound lanes.
b) Signing and striping.

All of these features must be kept in working order.

TE7. Conditions of approval may be modified or added if a phasing plan is submitted for this development.

Prior to Improvement Plan Approval or Construction Permit

TE8. Prior to final approval of the street improvement plans, a bus bay per City Standard Plan No. 121 shall be designed for northbound Frederick Street, just north of Cactus Avenue.

TE9. Prior to final approval of the street improvement plans, the intersection of Cactus Avenue at Elsworth Street shall be redesigned such that the crosswalk on the west leg of the intersection is removed. Required improvements may include but not be limited to reconstructing pedestrian access ramps, installation of new signing and striping, removal and installation of pedestrian signal heads, removal and installation of pedestrian push buttons, etc. A City Capital Project may receive funding for the construction of the third eastbound lane from the I-215 interchange to Veteran's Way providing needed capacity at the Cactus Avenue at Elsworth Street intersection. If this Capital Project is funded with construction scheduled to begin prior to the final certificate of occupancy, then the crosswalk modification may be reassessed at the discretion of the City Traffic Engineer and the condition may be waived.

TE10. Prior to the final approval of the street improvement plans, a signing and striping plan shall be prepared per City of Moreno Valley Standard Plans - Section 4 for all streets with a cross section of 66'/44' and wider.

TE11. Prior to issuance of a construction permit, construction traffic control plans prepared by a qualified, registered Civil or Traffic engineer may be required for plan approval or as required by the City Traffic Engineer.

TE12. Prior to final approval of the street improvement plans, the project plans shall demonstrate that sight distance at proposed streets and driveways conforms to City Standard Plan No. 125A, B, C.

Prior to Building Permit

TE13. (BP) Prior to the issuance of Building Permits, the project applicant shall make a fair-share payment to the City of Moreno Valley for the removal of the crosswalk located on the west leg of the Cactus Avenue at Graham Street intersection. The fair-share payment shall be based upon the findings in the project EIR and an engineer's estimate that will include but not be limited to pedestrian access ramp construction/reconstruction, modified signing and striping, removal and installation of pedestrian signal heads, removal and installation of pedestrian push buttons, etc.

TE14. (BP) Prior to the issuance of Building Permits, traffic signal plans (if required) shall be prepared by a registered civil or electrical engineer and submitted to the City for the intersection identified in Condition TE15. The Traffic signal shall be modified prior to issuance of a Certificate of Occupancy, if necessary.

Prior to Certificate of Occupancy or Building Final

TE15. (CO) Prior to issuance of a certificate of occupancy, the traffic signal at Cactus Avenue and Driveway 4 (existing Joy Street) shall be modified as necessary and fully operational to the satisfaction of the City Traffic Engineer.

TE16. (CO) Prior to issuance of a certificate of occupancy, the improvements identified in conditions TE8 and TE9 shall be constructed per the approved plans.

Prior to Acceptance of Streets into the City-maintained Road System

TE17. Prior to acceptance of streets into the City-maintained road system, all approved signing and striping shall be installed per current City Standards and the approved plans.

PUBLIC WORKS DEPARTMENT – MORENO VALLEY UTILITY

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Moreno Valley Utility's Conditions of Approval for project(s) PA12-0019 thru -0022; this project shall be completed at no cost to any Government Agency. All questions regarding Moreno Valley Utility's Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from Moreno Valley Utility (the Electric Utility Division) of the Public Works Department 951.413.3500. The applicant is fully responsible for communicating with Moreno Valley Utility staff regarding their conditions.

Prior to Energizing MVU Electric Utility System and Certificate of Occupancy

MVU1. (R) For single family subdivisions, a three foot easement along each side yard property line shall be shown on the final map and offered for dedication to the City of Moreno Valley for public utility purposes, unless otherwise approved by the City Engineer. If the project is a multi-family development, townhome, condominium, apartment, commercial or industrial project, and it requires the installation of electric distribution facilities within common areas, a non-exclusive easement shall be provided to Moreno Valley Utility to include all such common areas. All easements shall include the rights of ingress and egress for the purpose of operation, maintenance, facility repair, and meter reading.

MVU2. (BP) **City of Moreno Valley Municipal Utility Service – Electrical Distribution**: Prior to constructing the MVU Electric Utility System, the developer shall submit a detailed engineering plan showing design, location and schematics for the utility system to be approved by the City Engineer. In accordance with Government Code Section 66462, the Developer **shall** execute an agreement with the City providing for the installation, construction, improvement and dedication of the utility system following recordation of final map and concurrent with trenching operations and other subdivision improvements so long as said agreement incorporates the approved engineering plan and provides financial security to guarantee completion and dedication of the utility system.

The Developer **shall** coordinate and receive approval from the City Engineer to install, construct, improve, and dedicate to the City, or the City's designee, all utility infrastructure (including but not limited to conduit, equipment, vaults, ducts, wires, switches, conductors, transformers, resistors, amplifiers, and "bring-up" facilities including electrical capacity to serve the identified development and other adjoining/abutting/ or benefiting projects as determined by Moreno Valley Utility) – collectively referred to as "utility system" (to and through the development), along with any appurtenant real property easements, as determined by the City Engineer to be necessary for the distribution and /or

delivery of any and all "utility services" to each lot and unit within the Tentative Map. For purposes of this condition, "utility services" shall mean electric, cable television, telecommunication (including video, voice, and data) and other similar services designated by the City Engineer. "Utility services" shall not include sewer, water, and natural gas services, which are addressed by other conditions of approval. Properties within development may be subject to an electrical system capacity charge and that contribution will be collected prior to issuance of building permits.

The City, or the City's designee, shall utilize dedicated utility facilities to ensure safe, reliable, sustainable and cost effective delivery of utility services and maintain the integrity of streets and other public infrastructure. Developer shall, at developer's sole expense, install or cause the installation of such interconnection facilities as may be necessary to connect the electrical distribution infrastructure within the project to the Moreno Valley Utility owned and controlled electric distribution system. Alternatively, developer may cause the project to be included in or annexed to a community facilities district established or to be established by the City for the purpose of financing the installation of such interconnection and distribution facilities. The project shall be deemed to have been included in or annexed to such a community facilities district upon the expiration of the statute of limitations to any legal challenges to the levy of special taxes by such community facilities district within the property. The statute of limitations referred to above will expire 30 days after the date of the election by the qualified electors within the project to authorize the levy of special taxes and the issuance of bonds.

MVU3. This project may be subject to a Reimbursement Agreement. The project is responsible for a proportionate share of costs associated with electrical distribution infrastructure previously installed that directly benefits the project. The project may be subject to a system wide capacity charge in addition to the referenced reimbursement agreement. Payment(s) shall be required prior to issuance of building permit(s).

POLICE DEPARTMENT

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects

Standard Conditions

PD1. Prior to the start of any construction, temporary security fencing shall be erected. The fencing shall be a minimum of six (6) feet high with locking, gated access and shall remain through the duration of construction. Security fencing is required if there is: construction, unsecured structures, unenclosed storage of materials and/or equipment, and/or the condition of the site constitutes a public hazard as determined by the Public Works Department. If security fencing is required, it shall remain in place until the project is completed or the above conditions no longer exist. (MC 9.08.080)

PD2. (GP) Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the following:

a. The name (if applicable) and address of the development.

b. The developer's name, address, and a 24-hour emergency telephone number. (MC 9.08.080)

PD3. (CO) Prior to the issuance of a Certificate of Occupancy, an Emergency Contact Information Form for the project shall be completed at the permit counter of the Community & Economic Development Department - Building Division for routing to the Police Department. (MC 9.08.080)

EXHIBIT C

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL FOR
PLOT PLAN PA12-0021 FOR A WAREHOUSE DISTRIBUTION FACILTY
ASSESSOR'S PARCEL NUMBERS: 297-170-064, -065, and -082

APPROVAL DATE:
EXPIRATION DATE:

_X_ Planning (P), including Building (B), School District (S), Post Office (PO)
_X_ Fire Prevention Bureau (F)
_X_ Land Development (LD)
_X_ Public Works – Special Districts (SD)
_X_ Public Works – Transportation Engineering (TE)
_X_ Public Works – Moreno Valley Utilities (MVU)
___ Parks & Community Services (PCS)
_X_ Police (PD)

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Planning Division

P1. Approval of Plot Plan PA12-0021 is subject to certification of an Environmental Impact Report (P12-057).

P2. Plot Plan PA12-0021 has been approved for development of a 607,920 square foot warehouse distribution facility. This project will include 100 dock doors and a maximum of 10,000 square feet of office. Required parking for this use equates to a total of 208 employee/visitor parking spaces and 100 truck/trailer parking spaces.

P3. A mitigation monitoring fee, as provided by City ordinance, shall be paid by the applicant within 30 days of project approval. No City permit or approval shall be issued until such fee is paid. (CEQA)

P4. Bicycle racks shall be provided at a minimum of five (5) percent of the required vehicular parking and shall be located near the designated office area(s).

P5. The gates into truck loading and parking areas that are within view of a public street shall be of solid metal construction or wrought iron with mesh to screen the interior of the loading area.

Timing Mechanisms for Conditions (see abbreviation at beginning of affected condition):

R - Map Recordation | GP - Grading Permits | CO - Certificate of Occupancy or building final
WP - Water Improvement Plans | BP - Building Permits | P - Any permit

Governing Document (see abbreviation at the end of the affected condition):

GP - General Plan | MC - Municipal Code | CEQA - California Environmental Quality Act
Ord - Ordinance | DG - Design Guidelines | Ldscp - Landscape Development Guidelines and Specs
Res - Resolution | UFC - Uniform Fire Code | UBC - Uniform Building Code
SBM - Subdivision M

P6. This project shall comply with South Coast Air Quality Management District (SCAQMD) rules related to dust generation (Rule 403) and the use of architectural coatings (Rule 1113).

P7. The design of all swales and basins that are visible from the public right-of-way shall be integrated with the surrounding landscape areas.

P8. Screening walls of decorative block or concrete tilt-up construction and 14 feet in height shall be provided to fully screen the truck loading and parking area for from view from along the southern, western, northern, and eastern property lines.

P9. Enhanced landscape shall be provided in the planter areas near each driveway and near the office portions of the facilities.

P10. All loudspeakers, bells, gongs, buzzers or other noise attention devices installed on the project site shall be designed to ensure that the noise level at all property lines will be at or below 55 dBA for consistency with the Municipal Code.

P11. Loading or unloading activities shall be conducted from the truck bays or designated loading areas only. (MC 9.10.140, CEQA)

P12. No outdoor storage is permitted on the project site, except for truck and trailer storage in designated areas within the screened truck courts.

P13. This approval shall expire three years after the approval date of this project unless used or extended as provided for by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever. Use means the beginning of substantial construction contemplated by this approval within the three-year period, which is thereafter pursued to completion, or the beginning of substantial utilization contemplated by this approval. (MC 9.02.230)

P14. PA12-0020 shall be developed in accordance with the approved plans on file in the Community & Economic Development Department - Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the City Planning Official. (MC 9.14.020)

P15. The developer, or the developer's successor-in-interest, shall be responsible for maintaining any undeveloped portion of the project site in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)

P16. A drought tolerant, low water using landscape palette shall be utilized throughout the project.

P17. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)

P18. Any signs indicated on the submitted plans are not included with this approval. Any signs proposed for this development shall be designed in conformance with the sign provisions of the Municipal Code or approved sign program, if applicable, and shall require separate application and approval by the Community & Economic Development Department - Planning Division. (MC 9.12.020)

Prior to Issuance of Grading Permits

P19. (GP) All site plans, grading plans, landscape and irrigation plans, fence/wall plans, lighting plans and street improvement plans shall be coordinated for consistency with this approval.

P20. (GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community & Economic Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

If human remains are discovered, work in the affected area shall cease immediately and the County Coroner shall be notified. If it is determined that the remains are potentially Native American, the California Native American Heritage Commission and any and all affected Native American Indians tribes such as the Morongo Band of Mission Indians or the Pechanga Band of Luiseno Indians shall be notified and appropriate measures provided by State law shall be implemented. (GP Objective 23.3, DG, CEQA).

P21. (GP) Prior to the issuance of grading permits, final erosion control landscape and irrigation plans for all cut or fill slopes over 3 feet in height shall be submitted to the Planning Division for review and approval for the phase in process. The plans shall be designed in accordance with the slope erosion plan as required by the City Engineer for that phase. Man-made slopes greater than 10 feet in height shall be "land formed" to conform to the natural terrain and shall be landscaped and stabilized to minimize visual scarring. (GP Objective 1.5, MC 9.08.080, DG)

P22. (GP) Prior to approval of any grading permit, the developer shall submit for review and approval of a tree plan to the Planning Division. The plan shall identify all mature trees (4 inch trunk diameter or larger) on the subject property, City right-of-way or Caltrans right-of-way. Using the grading plan as a base, the plan shall indicate trees to be relocated, retained, and removed. Replacement trees shall be: shown on the plan; be a minimum size of 24 inch box; and meet a ratio of three replacement trees for each mature tree removed or as approved by the Community Development Director. (GP Objective 4.4, 4.5, DG)

P23. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephens' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)

P24. (GP) Prior to approval of any grading permits, plans for any security gate system shall be submitted to the Community Development Department - Planning Division for review and approval.

P25. (GP) On final grading plans, reduce or eliminate drive aisles areas in excess of thirty (30) foot width required by Fire Prevention Bureau. Reallocate areas to landscaping or other pervious treatments.

P26. (GP) Prior to issuance of any grading permits, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein.

P27. (GP) Prior to the issuance of grading permits, the grading plan shall show decorative treatment for all driveway ingress/egress locations of the project. Accessible pedestrian pathways interior to the site cannot be painted. If delineation is necessary, then an alternative material is required.

P28. (GP) Prior to the issuance of a grading permit, all required planter areas, curbs, including twelve-inch concrete step outs, and required parking space striping shall be shown on the precise grading plan.

P29. (GP) Prior to the issuance of grading permits, the following burrowing owl survey requirements shall be incorporated into the grading plans in accordance with the Riverside County Multi-species Habitat Conservation Plan: Within 30 days of and prior to disturbance, a burrowing owl focused survey shall be conducted by a qualified biologist using accepted protocols. The survey shall be submitted to the Planning Division for review and approval.

P30. (GP) Prior to issuance of grading permits, landscape plans (trees, shrubs and groundcover) for basins maintained by a POA or other private entity shall be submitted to the Planning Division for review and approval for the sides and/or slopes. A hydroseed mix with irrigation is acceptable for the bottom of all the basin areas. All detention basins shall include trees, shrubs and

groundcover up to the concreted portion of the basin. A solid decorative wall with pilasters, tubular steel fence with pilasters or other fence or wall approved by the Community Development Director is required to secure all water quality and detention basins more than 18 inches in depth.

P31. (GP) Prior to issuance of grading permits, the developer shall submit wall/fence plans to the Planning Division for review and approval as follows:

A. A 3 foot high decorative wall, hedge or berm shall be placed in setback areas adjacent to a parking lot.
B. Any proposed retaining walls shall also be decorative in nature.
C. A 14 foot tall solid wall of decorative block with pilasters and a cap or concrete tilt-up construction shall be provided to screen the trucks, parked trailers and the loading areas and loading docks shall be built along the Brodiaea Avenue frontage.

Prior to Issuance of Building Permits

P32. (BP) Prior to issuance of building permits, the Community & Economic Development Department - Planning Division shall review and approve the location and method of enclosure or screening of transformer cabinets, commercial gas meters and back flow preventers as shown on the final working drawings. Location and screening shall comply with the following criteria: transformer cabinets and commercial gas meters shall not be located within required setbacks and shall be screened from public view either by architectural treatment or with landscaping; multiple electrical meters shall be fully enclosed and incorporated into the overall architectural design of the building(s); back-flow preventers shall be screened by landscaping that will provide complete screening upon maturity. (GP Objective 43.30, DG)

P33. (BP) Prior to issuance of building permits, screening details shall be addressed on plans for roof top equipment and trash enclosures submitted for Community & Economic Development Department - Planning Division review and approval. All equipment shall be completely screened so as not to be visible from public view, and the screening shall be an integral part of the building. For trash enclosures, landscaping shall be included on at least three sides. The trash enclosure, including any roofing, shall be compatible with the architecture for the building(s). (GP Objective 43.6, DG)

P34. (BP) Prior to issuance of building permits, two copies of a detailed, on-site, computer generated, point-by-point comparison lighting plan, including exterior building, parking lot, and landscaping lighting, shall be submitted to the Community & Economic Development Department - Planning Division for review and approval. The lighting plan shall be generated on the plot plan and shall be integrated with the final landscape plan. The plan shall indicate the manufacturer's specifications for light fixtures used and shall include style, illumination, location, height and method of shielding. The lighting shall be designed in such a manner so that it does not exceed 0.5 foot candles illumination beyond at the property line. The lighting level for all parking lots or structures shall be a minimum coverage of one foot-candle of light with a maximum of eight foot-candles. After the third plan check review for

lighting plans, an additional plan check fee will apply. (MC 9.08.100, DG)

P35. (BP) Prior to issuance of building permits or as permitted by current City policy, the developer or developer's successor-in-interest shall pay all applicable impact fees, including but not limited to Transportation Uniform Mitigation fees (TUMF), Multi-species Habitat Conservation Plan (MSHCP) mitigation fees, and the City's adopted Development Impact Fees. (Ord)

P36. (BP) Prior to issuance of building permits, final landscaping and irrigation plans shall be submitted to the Community & Economic Development Department - Planning Division for review. All landscape plans shall be approved prior to the release of any building permits for the site. After the third plan check review for landscape plans, an additional plan check fee shall apply. The plans shall be prepared in accordance with the City's Landscape Standards and Specifications and shall include:

A. A landscape berm, hedge or a maximum 3 foot decorative wall is required adjacent to parking areas along public rights-of-way.
B. All finger and end planters shall be included at an interval of one per 12 parking stalls, be a minimum 5' x 16', and include additional 12" concrete step-outs and 6" curbing. (MC9.08.230, City's Landscape Standards)
C. All diamond planters shall be included at an interval of one per 3 parking stalls.
D. Drought tolerant landscape shall be provided. Sod shall be limited to public gathering areas only and not be included along the perimeter of the project site.
E. On site trees shall be planted at an equivalent of one (1) tree per thirty (30) linear feet of building dimension. Trees may be massed for pleasing aesthetic effects.
F. **Enhanced landscaping shall be included at all driveway and corner locations,**
G. All site perimeter and parking lot landscape and irrigation shall be installed prior to the release of certificate of any occupancy permits for the site or pad in question.
H. The review of all utility boxes, transformers etc. shall be coordinated to provide adequate screening from public view. (Landscape Guidelines)
I. **Street trees planted at 40 feet on center spacing shall be provided along the site's Brodiaea Avenue and Graham Street frontages.**
J. **Along property boundaries visible from the public view and accessible to the general public, trees shall be planted at a rate of one tree per 30 linear feet of the interior property line. Tree clusters may satisfy this requirement.**
K. **The design of all swales and basins that are visible from the public right-of-way shall be integrated with the surrounding landscape areas.**

P37. (BP) Prior to the issuance of building permits, all fences and walls required or proposed on site, shall be approved by the Community & Economic Development Director. (MC 9.08.070)

P38. (BP) Prior to the issuance of building permits, downspouts will be interior to the building, or if exterior, integrated into the architecture of the building to include compatible colors and materials to the satisfaction of the Community & Economic Development Director.

P39. (BP) Prior to the issuance of building permits the building site plan shall include decorative concrete or pavers for all driveway ingress/egress locations for the project.

P40. (BP) Prior to issuance of any building permits, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein. (CEQA)

Prior to Issuance of Certificate of Occupancy or Building Final

P41. (CO) Prior to issuance of any Certificates of Occupancy or building final, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein. (CEQA) (Advisory)

P42. (CO) Prior to the issuance of Certificates of Occupancy or building final, all required and proposed fences and walls shall be constructed according to the approved plans on file in the Community & Economic Development Department – Planning Division. (MC 9.080.070).

P43. (CO) Prior to issuance of Certificate of Occupancy or building final, installed landscaping and irrigation shall be reviewed by the Community & Economic Development Department - Planning Division. The landscaping shall be installed in accordance with the City's Landscape Standards and the approved landscape plans.

P44. (CO) All rooftop equipment shall be appropriately screened and not visible from the public rights of way.

P45. (CO) Prior to issuance of a certificate of occupancy or building final, the project shall install a photovoltaic array (solar panels) or other source of renewable energy generation on-site, or otherwise acquire energy from the local utility that has been generated by renewable resources, to meet the project's office electricity needs.

MITIGATION MEASURES

Traffic and Circulation

P46. **4.2.1** Elsworth Street and Cactus Avenue Improvements:
Prior to issuance of the first Certificate of Occupancy, the Project Applicant shall construct the following improvement.
• Remove the existing southbound crosswalk (i.e., the crosswalk on the v

of the intersection) to provide additional "green time" to other approaches. This removal shall be accomplished in a manner consistent with applicable regulations, including but not limited to Chapter 3B of the 2012 California Manual on Uniform Traffic Control Devices (MUTCD), and Section 21950.5 of the California Vehicle Code. The existing crosswalks on the north, east and south legs of the intersection shall be maintained.

P47. **4.2.2** I-215 Southbound Ramps at Cactus Avenue Improvement:
• Construct a second westbound through lane.
This improvement will be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of I-215 Southbound Ramps at Cactus Avenue.

P48. **4.2.3** I-215 Northbound Ramps at Cactus Avenue Improvements:
• Construct a second northbound left-turn lane;
• Re-stripe the existing eastbound shared through/right-turn lane as the third through lane;
• Construct a dedicated eastbound right-turn lane;
• Construct a third westbound through lane; and
• Construct a dedicated westbound right-turn lane.
These improvements will be funded through participating in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of I-215 Northbound Ramps at Cactus Avenue.

P49. **4.2.4** Elsworth Street at Cactus Avenue Improvement:
• Construct a third eastbound through lane.
This improvement will be funded through participation in the TUMF and/or DIF program(s). The Project will pay required fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Elsworth Street at Cactus Avenue.

P50. **4.2.5** Frederick Street at Cactus Avenue Improvements:
• Construct a third eastbound through lane; and
• Construct a third westbound through lane.
These improvements will be funded through participating in the TUMF and/or DIF program(s). The Project will pay required fees,
thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Frederick Street at Cactus Avenue.

P51. **4.2.6** Graham Street at Cactus Avenue Improvements:
• Remove the existing southbound crosswalk (i.e., crosswalk on the west leg) to provide additional green time to other approaches; and
• Construct a third eastbound through lane.
These improvements will be funded through participating in the TUMF and/or DIF

program(s). The Project will pay required fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Graham Street at Cactus Avenue.

Air Quality

P52. **4.3.1** Pursuant to SCAQMD Rule 403 requirements:
• All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.
• The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.
• The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are limited to 15 miles per hour or less.

P53. **4.3.2** A sign shall be posted on-site stating that construction workers shall not idle diesel engines in excess of five minutes.

P54. **4.3.3** During grading activities, total horsepower-hours per day for all equipment shall not exceed 13,568 horsepower-hours per day and the maximum disturbance (actively graded) area shall not exceed four acres per day.

P55. **4.3.4** Only "Zero-Volatile Organic Compounds" paints (no more than 150 gram/liter of VOC) and/or High Pressure Low Volume (HPLV) applications consistent with South Coast Air Quality Management District Rule 1113 shall be used.

P56. **4.3.5** The Project truck access gates and loading docks site shall be posted with signs which state:
• Truck drivers shall turn off engines when not in use;
• Diesel delivery trucks servicing the Project shall not idle for more than three minutes; and
• Telephone numbers of the building facilities manager and the CARB to report violations.

P57. **4.3.6** The Project's final site design shall allow for trucks to check-in within the facility area to prevent queuing of trucks outside the facility.

P58. **4.3.7** The building roof shall be designed and constructed to accommodate solar panels.

P59. **4.3.8** Prior to issuance of the first Certificate of Occupancy, the Project shall install a photovoltaic array (solar panels) or other source of renewable energy generation onsite, or otherwise acquire energy from the local utility that has been generated by renewable resources, to meet the Project's office electrical needs.

P60. **4.3.9** The Project shall provide secure, weather-protected on-site bicycle

storage/parking. Bicycle storage parking/quantity and location shall be consistent with City of Moreno Valley requirements. The Project shall provide pedestrian and bicycle connections to surrounding areas, consistent with provisions of the City of Moreno Valley General Plan. Location and configurations of proposed pedestrian and bicycle connections are subject to review and approval by the City. Prior to Final Site Plan approval, pedestrian and bicycle connections shall be indicated on the Project Site Plan. The Project shall provide onsite showers (one for males and one for females). Lockers for employees shall be provided.

Noise

P61. **4.4.1** During all Project site construction, the construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. The construction contractor shall place all stationary construction equipment so that emitted noise is directed away from the noise sensitive receptors nearest the project site.

P62. **4.4.2** The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise sensitive receptors nearest the project site during all Project construction.

P63. **4.4.3** The construction contractor shall limit haul truck deliveries to weekdays between the hours of 7:00 a.m. and 8:00 p.m., or the same hours specified for construction equipment. Haul routes that utilize only City-designated truck routes shall be identified on construction plans. The Project construction manager shall be responsible for ensuring that all contractors operate in compliance with construction plan specifications.

P64. **4.4.4** All trucks, tractors, and forklifts shall be operated with proper operating and well maintained mufflers.

P65. **4.4.5** Maintain quality pavement conditions that are free of bumps to minimize truck noise.

P66. **4.4.6** The truck access gates and loading docks within the truck court on the project site shall be posted with signs which state:
- Truck drivers shall turn off engines when not in use;
- Diesel trucks servicing the Project shall not idle for more than five minutes; and
- Post telephone numbers of the building facilities manager to report violations.

Biological Resources

P67. **BR-1** If possible, all vegetation removal activities shall be scheduled from August 1 to February 1, which is outside the general avian nesting season. This would ensure that no active nests would be disturbed and that removal could proceed rapidly. If vegetation is to be cleared during the nesting season (February 15 – July 31), all suitable habitat will be thoroughly surveyed within 72 hours prior to clearing for the

presence of nesting birds by a qualified Project biologist. The Project biologist shall be retained by the Applicant and vetted by the City. The survey results shall be submitted by the Project Applicant to the City Planning Department. If any active nests are detected, the area shall be flagged and mapped on the construction plans along with a minimum 300-foot buffer and up to 500 feet for raptors, with the final buffer distance to be determined by the qualified biologist. The buffer area shall be avoided until the nesting cycle is complete or it is determined that the nest has failed. In addition, the biologist will be present on the site to monitor the vegetation removal to ensure that any nests, which were not detected during the initial survey, are not disturbed.

P68. **BR-2** Within 30 days prior to site clearing activities, a pre-construction burrowing owl survey shall be conducted to document the presence/absence of any occupied owl burrows. Any owls present shall be passively or actively relocated following CDFG approved protocols, and with CDFG permission, prior to commencement of clearing. The survey shall be submitted to the City Planning Department prior to issuance of a grading permit.

P69. **BR-3** Prior to the issuance of a grading permit, the Project Applicant shall be responsible for ensuring that a biological resources survey is conducted for the Project site during nesting season (February 15 to July 31) by a qualified biologist, consistent with the policies of the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP). This survey will specifically address the identification of potential burrowing owl (Athena cunicularia) habitat, and the protection of species associated with riparian/riverine areas and vernal pools. The results of this biological survey shall be submitted to the City for review. If the City finds that the Project, in its final design, would involve areas of burrowing owl occupation, and/or areas of riparian or riverine resources, the following requirements would apply:

• If the site contains, or is part of an area supporting less than 35 acres of suitable burrowing owl habitat, or the survey reveals that the site and the surrounding area supports fewer than three pairs of burrowing owls, then the on-site burrowing owls will be passively or actively relocated following accepted protocols.

• If the site (including adjacent areas) supports three or more pairs of burrowing owls, supports greater than 35 acres of suitable habitat and is non-contiguous with MSHCP Conservation Area lands, at least 90 percent of the area with long-term conservation value and burrowing owl pairs will be conserved onsite.

• If the 90 percent threshold cannot be met, the City of Moreno Valley, as a permittee of the MSHCP, must make a Determination of Biologically Equivalent or Superior Preservation.

• If riparian/riverine resources are present onsite and cannot be avoided, a Determination of Biologically Equivalent or Superior Preservation will be required.

Building and Safety Division

B1. The above project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as all other city ordinances. All new projects shall provide a soils report. Plans shall be submitted to the Building Department as a separate submittal.

Prior to final inspection, all plans will be placed on a CD Rom for reference and verification. Plans will include "as built" plans, revisions and changes. The CD will also include Title 24 energy calculations, structural calculations and all other pertinent information. It will be the responsibility of the developer and or the building or property owner(s) to bear all costs required for this process. The CD will be presented to the Building Department for review prior to final inspection and building occupancy. The CD will become the property of the Moreno Valley Building Department at that time. In addition, a site plan showing the path of travel from public right of way and building to building access with elevations will be required.

B2. (BP) Prior to the issuance of a building permit, the applicant shall submit a properly completed "Waste Management Plan" (WMP), as required, to the Compliance Official (Building Official) as a portion of the building or demolition permit process.

SCHOOL DISTRICT

S1. (BP) Prior to issuance of building permits, the developer shall provide to the Community Development Director a written certification by the affected school district that either: (1) the project has complied with the fee or other exaction levied on the project by the governing board of the district, pursuant to Government Code Section 65996; or (2) the fee or other requirement does not apply to the project.

UNITED STATES POSTAL SERVICE

PO1. (BP) Prior to the issuance of building permits, the developer shall contact the U.S. Postal Service to determine the appropriate type and location of mailboxes.

FIRE PREVENTION BUREAU

1. **Fire lanes shall be a minimum of 30'wide for this structure.**
2. **Applicant shall provide a "preplanned impairment program" plan for approval prior to commencing any construction that will affect the fire protection systems or water supply. CFC 907.4**
3. **The following Standard Conditions shall apply.**

With respect to the conditions of approval, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.

F2. The Fire Prevention Bureau is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering __4000__ GPM for _4_ hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 507.3, Appendix B) . **The 50% reduction in fire flow was granted for the use of fire sprinklers throughout the facility. The reduction shall only apply to fire flow, hydrant spacing shall be per the fire flow requirements listed in CFC Appendix B and C.**

F3. Industrial, Commercial, Multi-family, Apartment, Condominium, Townhouse or Mobile Home Parks. A combination of on-site and off-site super enhanced fire hydrants (6" x 4" x 4" x 2 ½") shall not be closer than 40 feet and more than 150 feet from any portion of the building as measured along approved emergency vehicular travel ways. The required fire flow shall be available from any adjacent fire hydrant(s) in the system. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, super or enhanced fire hydrants as determined by the fire code official shall be provided at spacing not to exceed 500 feet of frontage for transportation hazards. (CFC 507.5.7 & MVMC 8.36.060 Section K)

F4. Maximum cul-de-sac or dead end road length shall not exceed 660 feet. The Fire Chief, based on City street standards, shall determine minimum turning radius for fire apparatus based upon fire apparatus manufacture specifications. (CFC 503.2)

F5. During phased construction, dead end roadways and streets which have not been completed shall have a turn-around capable of accommodating fire apparatus. (CFC 503.2 and 503.2.5)

F6. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)

F7. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)

F8. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less than thirty (30) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches. (CFC 503.2.1 and MVMC 8.36.060[E])

F9. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.060[G])

F10. If construction is phased, each phase shall provide an approved emergency vehicular access way for fire protection prior to any building construction. (CFC 501.4)

F11. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3)

F12. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5)

F13. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)

F14. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Fire Prevention Bureau for review. Plans shall:

a) Be signed by a registered civil engineer or a certified fire protection engineer;
b) Contain a Fire Prevention Bureau approval signature block; and
c) Conform to hydrant type, location, spacing of new and existing hydrants and minimum fire flow required as determined by the Fire Prevention Bureau.

After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.

Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 507.5)

F15. Prior to issuance of Certificate of Occupancy or Building Final, "Blue Reflective Markers" shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 509.1)

F16. Prior to issuance of Certificate of Occupancy or Building Final, all commercial buildings shall display street numbers in a prominent location on the street side and rear access locations. The numerals shall be a minimum of twelve (12) inches in height for buildings and six (6) inches in height for suite identification on a contrasting background. Unobstructed lighting of the address(s) shall be by means approved by the Fire Prevention Bureau and Police Department. In multiple suite centers (strip malls), businesses shall post the name of the business on the rear door(s). (CFC 505.1)

F17. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9)

F18. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire alarm system monitored by an approved Underwriters Laboratory listed central station based on a requirement for monitoring the sprinkler system, occupancy or use. Fire alarm panel shall be accessible from exterior of building in an approved location. Plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9 and MVMC 8.36.100)

F19. Prior to issuance of a Certificate of Occupancy or Building Final, a "Knox Box Rapid Entry System" shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Chief. All exterior security emergency access gates shall be electronically operated and be provided with Knox key switches for access by emergency personnel. (CFC 506.1)

F20. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall be responsible for obtaining underground and/or above ground tank permits for the storage of combustible liquids, flammable liquids, or any other hazardous materials from both the County of Riverside Community Health

Agency Department of Environmental Health and the Fire Prevention Bureau. (CFC 105)

F21. Prior to issuance of Certificate of Occupancy, approval shall be required from the County of Riverside Community Health Agency (Department of Environmental Health) and Moreno Valley Fire Prevention Bureau to maintain, store, use, handle materials, or conduct processes which produce conditions hazardous to life or property, and to install equipment used in connection with such activities. (CFC 105)

F22. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.

F23. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503 and MVMC 8.36.060)

F24. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.060)

F25. Prior to construction, "private" driveways over 150 feet in length shall have a turn-around as determined by the Fire Prevention Bureau capable of accommodating fire apparatus. Driveway grades shall not exceed 12 percent. (CFC 503 and MVMC 8.36.060)

F26. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.

F27. A permit is required to maintain, store, use or handle materials, or to conduct processes which produce conditions hazardous to life or property, or to install equipment used in connection with such activities. Such permits shall not be construed as authority to violate, cancel or set aside any of the provisions of this code. Such permit shall not take the place of any license required by law. Applications for permits shall be made to the Fire Prevention Bureau in such form and detail as prescribed by the Bureau. Applications for permits shall be accompanied by such plans as required by the Bureau. Permits shall be kept on the premises designated therein at all times and shall be posted in a conspicuous

location on the premises or shall be kept on the premises in a location designated by the Fire Chief. Permits shall be subject to inspection at all times by an officer of the fire department or other persons authorized by the Fire Chief in accordance with CFC 105 and MVMC 8.36.100.

F28. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14 & CBC Chapter 33)

F29. Prior to issuance of Certificate of Occupancy, permits are required to store, dispense, use or handle hazardous material. Each application for a permit shall include a hazardous materials management plan (HMMP). The location of the HMMP shall be posted adjacent to (other) permits when an HMMP is provided. The HMMP shall include a facility site plan designating the following:

a) Storage and use areas;
b) Maximum amount of each material stored or used in each area;
c) Range of container sizes;
d) Locations of emergency isolation and mitigation valves and devises;
e) Product conveying piping containing liquids or gases, other than utility-owned fuel gas lines and low-pressure fuel gas lines;
f) On and off positions of valves for valves which are of the self-indicating type;
g) Storage plan showing the intended storage arrangement, including the location and dimensions of aisles. The plans shall be legible and approximately to scale. Separate distribution systems are allowed to be shown on separate pages; and
h) Site plan showing all adjacent/neighboring structures and use.

NOTE: Each application for a permit shall include a hazardous materials inventory statement (HMIS).

F30. Before a Hazardous Materials permit is issued, the Fire Chief shall inspect and approve the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used. In instances where laws or regulations are enforceable by departments other than the Fire Prevention Bureau, joint approval shall be obtained from all departments concerned. (CFC Chapter 27)

F31. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 105)

F32. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be

corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 105)

F33. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 105)

F34. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.8)

F35. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Chapter 1)

F36. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)

F37. Prior to Certificate of Occupancy all locations where medians are constructed and prohibit vehicular ingress/egress into or away from the site, provisions must be made to construct a median-crossover at all locations determined by the Fire Marshal and the City Engineer. Prior to the construction, design plans will be submitted for review and approval by the City Engineer and all applicable inspections conducted by Land Development Division.

F38. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.

COMMUNITY & ECONOMIC DEVELOPMENT – LAND DEVELOPMENT DIVISION

The following are the Community & Economic Development Department – Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Community & Economic Development Department – Land Development Division.

General Conditions

LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City's Municipal Code. (MC)

LD2. (G) The developer shall make appropriate offers of dedication by separate instrument or by final map when and if one is submitted. The City Engineer may require the construction of necessary utilities, streets or other improvements beyond the project boundary, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public.

LD3. (G) It is understood that the plot plan correctly shows all existing easements, traveled ways, and drainage courses, and that their omission may require the plans associated with this application to be resubmitted for further consideration. (MC 9.14.040)

LD4. (G) If improvements associated with this project are not initiated within two years of the date of approval of the Public Improvement Agreement, the City Engineer may require that the improvement cost estimate associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the Public Improvement Agreement or issuance of a permit.

LD5. (G) The developer shall monitor, supervise and control all construction and construction supportive activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:

(a) Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.

(b) Observance of working hours as stipulated on permits issued by the Public Works Department.

(c) The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.

(d) All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements shall be adhered to during the grading operations.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

LD6. (G) The developer shall protect downstream properties from damage caused by alteration of drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities. (MC 9.14.110)

LD7. (G) A detailed drainage study shall be submitted to the City Engineer for review and approval at the time of any improvement or grading plan submittal. The study shall be prepared by a registered civil engineer and shall include existing and proposed hydrologic conditions. Hydraulic calculations are required for all drainage control devices and storm drain lines. (MC 9.14.110). Prior to approval of the related improvement or grading plans, the developer shall submit the approved drainage study, on compact disk, in (.pdf) digital format to the Land Development Division of the Community and Economic Development Department.

LD8. (G) The final conditions of approval issued by the Planning Division subsequent to Planning Commission approval shall be photographically or electronically placed on mylar sheets and included in the Grading and Street Improvement plan sets on twenty-four (24) inch by thirty-six (36) inch mylar and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field during grading and construction.

<u>Prior to Grading Plan Approval or Grading Permit</u>

LD9. (GPA) Prior to approval of the grading plans, plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD10. (GPA) Prior to approval of grading plans, the developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:

a. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the City Engineer, lot lines shall be located at the top of slopes.

b. Any grading that creates cut or fill slopes adjacent to the street shall provide erosion control, sight distance control, and slope easements as approved by the City Engineer.

c. A grading permit shall be obtained from the Community and Economic Development Department Land Development Division prior to commencement of any grading outside of the City maintained road right-of-way.

d. All improvement plans are substantially complete and appropriate clearance and at-risk letters are provided to the City. (MC 9.14.030)

e. The developer shall submit a soils and geologic report to the Community and Economic Development Department – Land Development Division. The report shall address the soil's stability and geological conditions of the site.

LD11. (GPA) Prior to grading plan approval, the developer shall select and implement treatment control best management practices (BMPs) that are medium to highly effective for treating Pollutants of Concern (POC) for the project. Projects where National Pollution Discharge Elimination System (NPDES) mandates water quality treatment control best management practices (BMPs) shall be designed per the City of Moreno Valley guidelines or as approved by the City Engineer.

LD12. (GPA) Prior to approval of the grading plans for projects that will result in discharges of storm water associated with construction with a soil disturbance of one or more acres of land, the developer shall submit a Notice of Intent (NOI) and obtain a Waste Discharger's Identification number (WDID#) from the State Water Quality Control Board (SWQCB). The WDID# shall be noted on the grading plans prior to issuance of the first grading permit.

LD13. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall submit two (2) copies of the final project-specific Water Quality Management Plan (WQMP) for review by the City Engineer that :

a. Addresses Site Design Best Management Practices (BMPs) such as minimizing impervious areas, maximizing permeability, minimizes directly connected impervious areas to the City's street and storm drain systems, and conserves natural areas;

b. Incorporates Source Control BMPs and provides a detailed description of their implementation;

c. Incorporates Treatment Control BMPs and provides information regarding design considerations;

d. Describes the long-term operation and maintenance requirements for BMPs requiring maintenance; and

e. Describes the mechanism for funding the long-term operation and maintenance of the BMPs.

A copy of the final WQMP template can be obtained on the City's Website or by contacting the Land Development Division of the Community and Economic Development Department.

LD14. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall record a "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," to provide public notice of the requirement to implement the approved final project-specific WQMP and the maintenance requirements associated with the WQMP.

A boilerplate copy of the "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," can be obtained by contacting the Land Development Division of the Community and Economic Development Department.

LD15. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall secure approval of the final project-specific WQMP from the City Engineer. The final project-specific WQMP shall be submitted at the same time of grading plan submittal. The approved final WQMP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format prior to grading plan approval.

LD16. (GPA) Prior to the grading plan approval, or issuance of a building permit as determined by the City Engineer, the approved final project-specific WQMP shall be incorporated by reference or attached to the project's Storm Water Pollution Prevention Plan as the Post-Construction Management Plan.

LD17. (GPA) Prior to grading plan approval, the developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the state's Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at the project site and be available for review upon request. The SWPPP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format.

LD18. (GPA) Prior to the approval of the grading plans, the developer shall pay applicable remaining grading plan check fees.

LD19. (GP) Prior to issuance of a grading permit, or building permit when a grading permit is not required, for projects that require a project-specific Water Quality Management Plan (WQMP), a project-specific final WQMP (F-WQMP) shall be approved. Upon approval, a WQMP Identification Number is issued by the Storm Water Management Section and shall be noted on the rough grading plans as confirmation that a project-specific F-WQMP approval has been obtained.

LD20. (GP) Prior to issuance of a grading permit, if the fee has not already been paid, the developer shall pay Area Drainage Plan (ADP) fees. The developer shall provide a

receipt to the City showing that ADP fees have been paid to Riverside County Flood Control and Water Conservation District. (MC 9.14.100)

LD21. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the completion of the grading required as a condition of approval of the project.

LD22. (GP) Prior to issuance of a grading permit, the developer shall pay the applicable grading inspection fees.

Prior to Improvement Plan Approval or Construction Permit

LD23. (CP) Prior to issuance of a construction permit, the permit shall list any restrictions on trench repair pavement cuts to reflect the City's moratorium on disturbing newly-constructed pavement less than three years old and recently slurry sealed streets less than one year old. Pavement cuts for trench repairs may be allowed for emergency repairs or as specifically approved in writing by the City Engineer.

LD24. (CP) Prior to issuance of a construction permit, the permit shall require the developer to bring any existing access ramps adjacent to and fronting the project to current ADA (Americans with Disabilities Act) requirements. However, when work is required in an intersection that involves or impacts existing access ramps, those access ramps in that intersection shall be retrofitted to comply with current ADA requirements, unless approved otherwise by the City Engineer.

LD25. (CP) Prior to issuance of a construction permit, the project shall be designed to accept and properly convey all off-site drainage flowing onto or through the site. All storm drain design and improvements shall be subject to review and approval of the City Engineer. In the event that the City Engineer permits the use of streets for drainage purposes, the provisions of the Development Code will apply. Should the quantities exceed the street capacity or the use of streets be prohibited for drainage purposes, as in the case where one travel lane in each direction shall not be used for drainage conveyance for emergency vehicle access on streets classified as minor arterials and greater, the developer shall provide adequate facilities as approved by the Community and Economic Development Department – Land Development Division. (MC 9.14.110)

LD26. (CP) All work performed within the City right-of-way requires a construction permit. As determined by the City Engineer, security shall be required for work within the right-of-way. Security shall be in the form of a cash deposit or other approved means. The City Engineer shall require the execution of a public improvement agreement as a condition of the issuance of the construction permit. All inspection fees shall be paid prior to issuance of construction permit. (MC 9.14.100)

LD27. (CP) Prior to issuance of construction permits, the developer shall pay all applicable inspection fees.

Prior to Building Permit

LD28. (BP) Prior to issuance of a building permit, the final map associated with this project, if any, shall record.

LD29. (BP) Prior to issuance of building permits, unless a final map is submitted in which case prior to final map approval, all street dedications shall be irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer. All dedications shall be free of all encumbrances as approved by the City Engineer.

LD30. (BP) Prior to issuance of building permits, unless a final map is submitted in which case prior to final map approval, security shall be required to be submitted as a guarantee of the completion of the improvements required as a condition of approval of the project. A public improvement agreement will be required to be executed.

LD31. (BP) Prior to issuance of a building permit, unless a final map is submitted in which case prior to final map approval, the developer shall enter into or modify an agreement with the City and Riverside County Flood Control and Water Conservation District establishing the terms and conditions covering the inspection, operation and maintenance of Master Drainage Plan facilities. (MC 9.14.110)

LD32. (BP) Prior to issuance of a building permit, all pads shall meet pad elevations per approved plans as noted by the setting of "Blue-top" markers installed by a registered land surveyor or licensed engineer.

Prior to Certificate of Occupancy

LD33. (CO) Prior to issuance of the last certificate of occupancy or building final, the developer shall pay all outstanding fees.

LD34. (CO) Prior to issuance of a certificate of occupancy, this project is subject to requirements under the current permit for storm water activities required as part of the National Pollutant Discharge Elimination System **(NPDES)** as mandated by the Federal Clean Water Act. In compliance with Proposition 218, the developer shall agree to approve the City of Moreno Valley NPDES Regulatory Rate Schedule that is in place at the time of certificate of occupancy issuance. Following are the requirements:

a. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required continuous operation, maintenance, monitoring system evaluations and enhancements, remediation and/or replacement, all in accordance with Resolution No. 2002-46.

i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process; or
ii. Establish an endowment to cover future City costs as specified in the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule.

b. Notify the Special Districts Division of the intent to request building permits 90 days prior to their issuance and the financial option selected. The financial option selected shall be in place prior to the issuance of certificate of occupancy. (California Government Code & Municipal Code)

LD35. (CO) The City of Moreno Valley has an adopted Development Impact Fee (DIF) nexus study. All projects unless otherwise exempted shall be subject to the payment of the DIF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD36. (CO) The City of Moreno Valley has an adopted area wide Transportation Uniform Mitigation Fee (TUMF). All projects unless otherwise exempted shall be subject to the payment of the TUMF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD37. (CO) Prior to issuance of a certificate of occupancy or building final, the developer shall construct all public improvements in conformance with applicable City standards, except as noted in the Special Conditions, including but not limited to the following applicable improvements:

a. Street improvements including, but not limited to: drive approaches, pedestrian ramps, signing, striping, relocation of existing improvements required to accommodate project public improvements, and replacement of existing public improvements that are damaged during construction or that are substandard.

b. Sewer and water systems including, but not limited to: sanitary sewer, potable water and recycled water.

LD38. (CO) Prior to issuance of a certificate of occupancy or building final, all existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Moreno Valley ordinances. (MC 9.14.130)

LD39. (CO) Prior to issuance of a certificate of occupancy or building final for any Commercial/Industrial facility, whichever occurs first, the owner may have to secure coverage under the State's General Industrial Activities Storm Water Permit as issued by the State Water Resources Control Board.

LD40. (CO) Prior to issuance of a certificate of occupancy or building final, the applicant shall ensure the following, pursuant to Section XII. I. of the 2010 NPDES Permit:

a. Field verification that structural Site Design, Source Control and Treatment Control BMPs are designed, constructed and functional in accordance with the approved Final Water Quality Management Plan (WQMP)

b. Certification of best management practices (BMPs) from a state licensed civil engineer. An original WQMP BMP Certification shall be submitted to the City for review and approval.

Prior to Acceptance of Streets into the City Maintained Road System

LD41. (AOS) Aggregate slurry, as defined in Section 203-5 of Standard Specifications for Public Works Construction, may be required just prior to the end of the one-year warranty period of the public streets at the discretion of the City Engineer. If slurry is required, the developer/contractor must provide a slurry mix design submittal for City Engineer approval. The latex additive shall be Ultra Pave 70 (for anionic – per project geotechnical report) or Ultra Pave 65 K (for cationic – per project geotechnical report) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2½) parts to one-hundred (100) parts of emulsion by volume. Any existing striping shall be removed prior to slurry application and replaced per City standards.

SPECIAL CONDITIONS

LD42. This project will require submittal of both rough grading and precise grading plans for review and approval. All on-site and off-site easements shall be shown on the grading plan.

LD43. Prior to rough and precise grading plan approval, the grading plans shall clearly demonstrate that drainage is properly collected and conveyed. The plans shall show all necessary on-site and off-site drainage improvements to properly collect and convey drainage entering, within and leaving the project. This may include, but not be limited to on-site and perimeter drainage improvements to properly convey drainage within and along the project site, and downstream off-site improvements.

LD44. Prior to rough and precise grading plan approval, the grading plans shall clearly show the location of the proposed sewer easement, the proposed public storm drain easement, additional right-of-way dedications at proposed driveway approaches, the Joy street right-of-way to be vacated, and the Riverside County Flood Control & Water Conservation District storm drain and access easements to be vacated.

LD45. Prior to precise grading plan approval, the following legal descriptions and plats shall be submitted to the City for review and approval, unless a final map is prepared showing the following:

a. Additional right-of-way at proposed driveway entrances per City Standard No. 118C.

b. Joy Street right-of-way vacation including any easements that may be located within.

c. Line A public storm drain easement vacation previously dedicated to Riverside County Flood Control & Water Conservation District per Instrument No. 2006-0437088, recorded June 16, 2006 and Instrument No. 2006-043089, recorded June 16, 2006.

d. Ingress and egress easement vacation, 20-foot wide, previously dedicated per Instrument No. 2010-0359735, recorded August 2, 2010.

e. New sewer easement, 30-foot wide to Eastern Municipal Water District, located within a drive aisle along and offset 5 feet from the west property line of APN 297-170-061, containing relocated Joy Street sewer.

f. New storm drain easement, 25-foot wide to City of Moreno Valley, located adjacent to and easterly of the proposed 30-foot wide new sewer easement described above, containing relocated public storm drain Line A.

LD46. Prior to precise grading plan approval, the grading plans shall show any proposed trash enclosure as dual bin; one bin for trash and one bin for recyclables. The trash enclosure shall be per City Standard Plan 627.

LD47. Prior to precise grading plan approval, the grading plans shall clearly show that the parking lot conforms to City standards. The parking lot shall be 5% maximum, 1% minimum, 2% maximum at or near any disabled parking stall and travel way. Ramps, curb openings and travel paths shall all conform to current ADA standards as outlined in Department of Justice's "ADA Standards for Accessible Design", Excerpt from 28 CFR Part 36. (www.usdoj.gov) and as approved by the City's Building and Safety Division.

LD48. Prior to precise grading plan approval, the plans shall show roof drains directed to a landscaped area rather than being routed directly to the parking lot. Alternatively, roof drain flows can be directed to private storm drains which will connect to the treatment control best management practice.

LD49. Prior to building permit issuance, a final map shall record or alternatively, with the approval of the City Engineer, a lot line adjustment shall record in order to

combine existing parcels, APN 297-160-061, APN 297-170-065, and APN 297-170-082.

LD50. Prior to building permit issuance, or final map approval, if a final map is required, the Developer shall guarantee the construction of the following improvements by entering into a public improvement agreement and posting security, as required by the City Engineer. The improvements shall be completed prior to occupancy or as otherwise determined by the City Engineer.

a. Driveway approaches on Brodiaea Avenue and Graham Street shall be constructed per City Standard No. 118C. No decorative pavers shall be placed within the public right-of-way. The precise grading plan shall show an additional 4-foot right-of-way dedication behind driveway approaches. A legal description and plat for the 4-foot right-of-way dedication shall be submitted to the City for review and approval prior to precise grading plan approval.

b. Pavement core samples of existing pavement on Brodiaea Avenue and Graham Street (half street width along project frontage) may be taken and findings submitted to the City for review and consideration of pavement improvements. The City will determine the adequacy of the existing pavement structural section. If the existing pavement structural section is found to be adequate, the developer may still be required to perform a one-tenth inch grind and overlay or slurry seal depending on the severity of existing pavement cracking, as required by the City Engineer. If the existing pavement section is found to be inadequate, the Developer shall replace the pavement (half street width along project frontage) to meet or exceed the City's pavement structural section standard.

c. Drainage improvements associated with the relocation of public Storm Drain Line A located within a proposed 25-foot wide storm drain easement in the west parking lot drive aisle offset 35 feet from the west property line of APN 297-170-061.

d. Relocation, repair, and reconstruction of existing public improvements along project frontage resulting from displacement due to proposed project public improvements, existing public improvements that are damaged during construction, and substandard or obsolete City standard public improvements. The applicant shall schedule a walk through with a Public Works Inspector to inspect existing improvements within public right-of-way along project frontage. The applicant will be required to install, replace and/or repair any missing, damaged or substandard improvements including any signing and re-striping, as necessary. The applicant shall post security to cover the cost of the repairs and complete

the repairs within the time allowed in the public improvement agreement used to secure the improvements.

LD51. Prior to building permit issuance or as may be deferred until occupancy by the City Engineer, the vacation of Joy Street made either by final map or separate instrument, and sewer relocation shall be completed to ensure that the proposed building is not located over street right-of-way. The final map must be recorded prior to issuance of a building permit. Therefore, the Joy Street vacation and the relocation of the existing sewer to its new location within a proposed sewer easement, which is required by Eastern Municipal Water District, prior to vacation of Joy Street, will need to occur prior to issuance of a building permit if a final map is required or unless otherwise approved by the City Engineer and Eastern Municipal Water District. If a final map is not required, the vacation of Joy Street by separate instrument and associated sewer relocation improvements can be deferred until occupancy.

LD52. Prior to building permit issuance or as may be deferred until occupancy by the City Engineer, the vacation of Riverside County Flood Control & Water Conservation District Line A storm drain easement and Line A storm drain relocation shall be completed to ensure that the proposed building is not located over and existing easement.

LD53. Prior to occupancy or at building permit issuance if a final map is required, as may be required by the City Engineer, the following proposed easements shall be dedicated and existing street right-of-way vacated either on a final map which is required prior to building permit issuance or by separate instrument and recorded.

a. Additional right-of-way at proposed driveway entrances per City Standard No. 118C.

b. Joy Street right-of-way vacation. All utilities shall be relocated into the public right-of-way or new easement location as agreed upon by the developer, the easement holder and the City Engineer prior to the vacation of Joy Street. All utilities shall be relocated within existing public right-of-way or new easement, as necessary, or otherwise abandoned in place as approved by the City Engineer, prior to the street right-of-way vacation. A new sewer easement shall be granted prior to sewer relocation and street right-of-way vacation. All utility relocations shall be done at no expense to the City.

c. Line A public storm drain easement vacation previously dedicated to Riverside County Flood Control & Water Conservation District per Instrument No. 2006-0437088, recorded June 16, 2006 and Instrument No. 2006-043089, recorded June 16, 2006.

d. Ingress and egress easement vacation, 20-foot wide, previously dedicated per Instrument No. 2010-0359735, recorded August 2, 2010.

e. New sewer easement, 30-foot wide to Eastern Municipal Water District, located within a drive aisle along and offset 5 feet from the west property line of APN 297-170-061, containing relocated Joy Street sewer.

f. New storm drain easement, 25-foot wide to City of Moreno Valley, located adjacent to and easterly of the proposed 30-foot wide new sewer easement described above, containing relocated public storm drain Line A.

LD54. In accordance with the City of Moreno Valley standards, the Double Ring Infiltrometer field testing method shall be utilized to perform in-situ percolation testing in the location of proposed infiltration area treatment control Best Management Practice (BMP) and the results included in the Final WQMP. The preparer understands that any changes to BMPs required based on the basis of the percolation results will be incorporated in the first submittal of the Final WQMP.

LD55. The Applicant shall prepare and submit for approval a Project Specific Final Water Quality Management Plan (F-WQMP) for PA12-0021 – Moreno Valley Centerpointe - Building 3. The F-WQMP shall be consistent with the approved Amended P-WQMP and in full conformance with the document; "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006, errata corrected 1-22-09, or current guidance document. The F-WQMP shall contain any revised calculations for the revised treatment control BMPs. The F-WQMP shall provide detailed descriptions on the location, implementation (including sizing criteria), installation, and long-term Operation and Maintenance of planned Treatment Control Best Management Practices (BMPs).

LD56. In Final WQMP, provide design details of the proposed underground storage systems showing that, in combination with appropriate CDS units (with oil and grease absorbent media), the BMP treatment train is treating the water quality volume for their proposed locations and that no un-protected flow will reach the underground facility under any flow scenario.

LD57. In the Final WQMP, proposed treatment control underground systems and surface infiltration basins shall be shown to scale on the WQMP Exhibit, and their design volumes shall be calculated based on the current Guidance document worksheets or RCFC&WCD's Design Handbook for Low Impact Development Best Management Practices, dated September 2011 or later.

LD58. In Final WQMP, provide design details of the roof's drainage conveyance demonstrating that runoff is not washing paved parking lot surfaces.

LD59. The Applicant shall provide supporting studies, calculations, and reports related to the Hydrologic Conditions of Concern.

LD60. The Applicant shall select and implement treatment control BMPs that are medium to highly effective for treating Pollutants of Concern (POC) for the project. POC include project pollutants associated with a 303(d) listing or a Total Maximum Daily Load (TMDL) for receiving waters. Project POC include: nutrients, organic compounds, and pathogens (bacteria and viruses). Exhibit C of the document, "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006, errata corrected 1-22-09, shall be consulted for determining the effectiveness of proposed treatment BMPs.

LD61. Overall, the proposed treatment control concept is accepted as the conceptual treatment control BMP for the proposed site. The Applicant has proposed to incorporate the use of underground and surface infiltration systems. Final design details and appropriate filter calculations for the basins must be provided in the first submittal of the F-WQMP. The size of the treatment control BMPs are to be determined using the procedures set forth in Exhibit C of the Riverside County Guidance Document. The Applicant acknowledges that more area than currently shown on the plans may be required to treat site runoff as required by the WQMP guidance.

LD62. The Applicant shall substantiate the applicable Hydrologic Condition of Concern (HCOC) (WQMP Section IV) in the F-WQMP. The HCOC designates that the project will comply with Condition A; therefore, the condition must be addressed in the F-WQMP.

LD63. The Applicant shall, prior to building or grading permit closeout or the issuance of a certificate of occupancy, demonstrate:

a. That all structural BMPs have been constructed and installed in conformance with the approved plans and specifications

b. That all structural BMPs described in the F-WQMP have been implemented in accordance with approved plans and specifications

c. That the Applicant is prepared to implement all non-structural BMPs included in the F-WQMP, conditions of approval, and building/grading permit conditions

d. That an adequate number of copies of the approved F-WQMP are available for the future owners/occupants of the project.

PUBLIC WORKS DEPARTMENT – SPECIAL DISTRICTS DIVISION

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Special Districts' Conditions of Approval for project **PA12-0021**; this project shall be completed at no cost to any Government Agency. All questions regarding Special Districts' Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Special Districts Division of the Public Works Department 951.413.3480 or by emailing specialdistricts@moval.org.

General Conditions

SD-1 The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks & Community Services), C (Arterial Street Lighting), and E (Extensive Parkway Landscape Maintenance). All assessable parcels therein shall be subject to annual Zone A, Zone C, and Zone E charges for operations and capital improvements.

SD-2 In the event the Moreno Valley Community Services District determines that funds authorized by Proposition 218 mail ballot proceeding are insufficient to meet the costs for parkway, slope, and/or open space maintenance and utility charges (**Zone E**), the District shall have the right, at its option, to terminate the grant of any or all parkway, slope, and/or open space maintenance easements. This power of termination, should it be exercised, shall be exercised in the manner provided by law to quit claim and abandon the property so conveyed to the District, and to revert to the developer or the developer's successors in interest, all rights, title, and interest in said parkway, slope, and/or open space areas, including but not limited to responsibility for perpetual maintenance of said areas.

SD-3 Any damage to existing landscape areas maintained by the Moreno Valley Community Services District due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the Moreno Valley Community Services District.

SD-4 Plan check fees for review of parkway/median landscape plans for improvements that shall be maintained by the Moreno Valley Community Services District are due upon the first plan submittal. (MC 3.32.040)

SD-5 Inspection fees for the monitoring of landscape installation associated with Moreno Valley Community Services District maintained parkways/medians are due prior to the required pre-construction meeting. (MC 3.32.040)

SD-6 Streetlight Authorization forms, for all streetlights that are conditioned to be installed as part of this project, must be submitted to the Special Districts Division for approval, prior to streetlight installation. The Streetlight Authorization form can be obtained from the utility company providing electric service to the project, either Moreno Valley Utility or Southern California Edison.

Prior to Building Permit Issuance

SD-7 (BP) This project has been identified to be included in the formation of a Community Facilities District (Mello-Roos) for **Public Safety** services, including but not limited to Police, Fire Protection, Paramedic Services, Park Rangers, and Animal Control services. The property owner(s) shall not protest the formation; however, they retain the right to object to the rate and method of maximum special tax. In compliance with Proposition 218, the developer shall agree to approve the mail ballot proceeding (special election) for either formation of the CFD or annexation into an existing district that may already be established. The Developer must notify Special Districts of intent to request building permits 90 days prior to their issuance. (California Government Code)

SD-8 (BP) This project is conditioned to install and maintain parkway/median landscape. The Developer's responsibility is to provide a funding source for the capital improvements and the continued maintenance of the landscaped area. In order for the Developer to meet the financial responsibility to maintain the defined services, one of the options as outlined below shall be selected. The Developer must notify Special Districts of intent to request building permits 90 days prior to their issuance and the financial option selected to fund the continued maintenance.

a. Participate in a ballot proceeding for **standard/extensive landscape** program maintenance and pay all associated costs with the ballot process and formation costs, if any. Financing may be structured through a Community Services District zone, Community Facilities District, Landscape and Lighting Maintenance District, or other financing structure as determined by the city; or
b. Establish a Home Owners Association (HOA) to maintain the landscaped area; or
c. Establish an endowment to cover the future landscape program maintenance costs of the landscaped area.

The financial option selected shall be in place prior to the issuance of certificate of occupancy.

SD-9 (BP) Prior to the issuance of the first building permit for this project, the developer shall pay Advanced Energy fees for all applicable Zone B (Residential Street Lighting) and/or Zone C (Arterial Street Lighting and Intersection Lighting) streetlights required for this development. Payment shall be made to the City of Moreno Valley, as collected by the Land Development Division, based upon the Advanced Energy fee rate in place at the time of payment, as set forth in the current Listing of City Fees, Charges and Rates, as adopted by City Council.

The developer shall provide a receipt to the Special Districts Division showing that the Advanced Energy fees have been paid in full for the number of streetlights to be accepted into the CSD Zone B and/or Zone C programs. Any change in the project which may increase the number of streetlights to be installed will require payment of additional Advanced Energy fees at the then current fee.

SD-10 (BP) Prior to release of building permit, the developer, or the developer's successors or assignees, shall record with the County Recorder's Office a **Covenant of Assessments** for each assessable parcel therein, whereby the developer covenants the existence of the Moreno Valley Community Services District, its established benefit zones, and that said parcel(s) is (are) liable for payment of annual benefit zone charges and the appropriate National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate schedule when due. A copy of the recorded Covenant of Assessments shall be submitted to the Special Districts Division. For a copy of the Covenant of Assessments form, please contact Special Districts, phone 951.413.3480.

PUBLIC WORKS DEPARTMENT – TRANSPORTATION ENGINEERING DIVISION

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

Based on the information contained in our standard review process we recommend the following conditions of approval be placed on this project:

General Conditions

TE1. Cactus Avenue is classified as a Divided Major Arterial – Reduced Cross Section (120'RW/102'CC) per City Standard No. 102A. Any improvements to the roadway shall be per City standards. Traffic signal interconnect shall be installed along project frontage per City Standard Plan No. 421.

TE2. Graham Street is classified as a Minor Arterial (88' RW/64' CC) per City Standard Plan No. 105A. Any improvements to the roadway shall be per City standards. Traffic signal interconnect shall be installed along project frontage per City Standard Plan No. 421.

TE3. Frederick Street is classified as a Minor Arterial (88' RW/64' CC) per City Standard Plan No. 105A. Any improvements to the roadway shall be per City standards.

TE4. Brodiaea Avenue is classified as an Industrial Collector Street (78' RW/56' CC) per City Standard Plan No. 106. Any improvements to the roadway shall be per City standards.

TE5. Driveways shall conform to Section 9.11.080, and Table 9.11.080-14 of the City's Development Code – Design Guidelines and City of Moreno Valley Standard No. 118C for commercial driveway approach. Driveways wider than City standards (maximum of 40 feet) shall be constructed as an intersection with access ramps per City Standard 214A, including any necessary signing and markings, as determined by the City Traffic Engineer.

TE6. Each gated entrance shall be provided with the following:

a) A storage lane with a minimum of 75 feet queuing length for entering traffic. Driveway 4 located on Cactus Avenue (replacing existing Joy Street) shall be wide enough for two inbound lanes.
b) Signing and striping.

All of these features must be kept in working order.

TE7. Conditions of approval may be modified or added if a phasing plan is submitted for this development.

Prior to Improvement Plan Approval or Construction Permit

TE8. Prior to final approval of the street improvement plans, a bus bay per City Standard Plan No. 121 shall be designed for northbound Frederick Street, just north of Cactus Avenue.

TE9. Prior to final approval of the street improvement plans, the intersection of Cactus Avenue at Elsworth Street shall be redesigned such that the crosswalk on the west leg of the intersection is removed. Required improvements may include but not be limited to reconstructing pedestrian access ramps, installation of new signing and striping, removal and installation of pedestrian signal heads, removal and installation of pedestrian push buttons, etc. A City Capital Project may receive funding for the construction of the third eastbound lane from the I-215 interchange to Veteran's Way providing needed capacity at the Cactus Avenue at Elsworth Street intersection. If this Capital Project is funded with construction scheduled to begin prior to the final certificate of occupancy, then the crosswalk modification may be reassessed at the discretion of the City Traffic Engineer and the condition may be waived.

TE10. Prior to the final approval of the street improvement plans, a signing and striping plan shall be prepared per City of Moreno Valley Standard Plans - Section 4 for all streets with a cross section of 66'/44' and wider.

TE11. Prior to issuance of a construction permit, construction traffic control plans prepared by a qualified, registered Civil or Traffic engineer may be required for plan approval or as required by the City Traffic Engineer.

TE12. Prior to final approval of the street improvement plans, the project plans shall demonstrate that sight distance at proposed streets and driveways conforms to City Standard Plan No. 125A, B, C.

Prior to Building Permit

TE13. (BP) Prior to the issuance of Building Permits, the project applicant shall make a fair-share payment to the City of Moreno Valley for the removal of the crosswalk located on the west leg of the Cactus Avenue at Graham Street intersection. The fair-share payment shall be based upon the findings in the project EIR and an engineer's estimate that will include but not be limited to pedestrian access ramp construction/reconstruction, modified signing and striping, removal and installation of pedestrian signal heads, removal and installation of pedestrian push buttons, etc.

TE14. (BP) Prior to the issuance of Building Permits, traffic signal plans (if required) shall be prepared by a registered civil or electrical engineer and submitted to the City for the intersection identified in Condition TE15. The Traffic signal shall be modified prior to issuance of a Certificate of Occupancy, if necessary.

Prior to Certificate of Occupancy or Building Final

TE15. (CO) Prior to issuance of a certificate of occupancy, the traffic signal at Cactus Avenue and Driveway 4 (existing Joy Street) shall be modified as necessary and fully operational to the satisfaction of the City Traffic Engineer.

TE16. (CO) Prior to issuance of a certificate of occupancy, the improvements identified in conditions TE8 and TE9 shall be constructed per the approved plans.

Prior to Acceptance of Streets into the City-maintained Road System

TE17. Prior to acceptance of streets into the City-maintained road system, all approved signing and striping shall be installed per current City Standards and the approved plans.

PUBLIC WORKS DEPARTMENT – MORENO VALLEY UTILITY

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Moreno Valley Utility's Conditions of Approval for project(s) PA12-0019 thru -0022; this project shall be completed at no cost to any Government Agency. All questions regarding Moreno Valley Utility's Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from Moreno Valley Utility (the Electric Utility Division) of the Public Works Department 951.413.3500. The applicant is fully responsible for communicating with Moreno Valley Utility staff regarding their conditions.

Prior to Energizing MVU Electric Utility System and Certificate of Occupancy

MVU1. (R) For single family subdivisions, a three foot easement along each side yard property line shall be shown on the final map and offered for dedication to the City of Moreno Valley for public utility purposes, unless otherwise approved by the City Engineer. If the project is a multi-family development, townhome, condominium, apartment, commercial or industrial project, and it requires the installation of electric distribution facilities within common areas, a non-exclusive easement shall be provided to Moreno Valley Utility to include all such common areas. All easements shall include the rights of ingress and egress for the purpose of operation, maintenance, facility repair, and meter reading.

MVU2. (BP) **City of Moreno Valley Municipal Utility Service – Electrical Distribution**: Prior to constructing the MVU Electric Utility System, the developer shall submit a detailed engineering plan showing design, location and schematics for the utility system to be approved by the City Engineer. In accordance with Government Code Section 66462, the Developer **shall** execute an agreement with the City providing for the installation, construction, improvement and dedication of the utility system following recordation of final map and concurrent with trenching operations and other subdivision improvements so long as said agreement incorporates the approved engineering plan and provides financial security to guarantee completion and dedication of the utility system.

The Developer **shall** coordinate and receive approval from the City Engineer to install, construct, improve, and dedicate to the City, or the City's designee, all utility infrastructure (including but not limited to conduit, equipment, vaults, ducts, wires, switches, conductors, transformers, resistors, amplifiers, and "bring-up" facilities including electrical capacity to serve the identified development and other adjoining/abutting/ or benefiting projects as determined by Moreno Valley Utility) – collectively referred to as "utility system" (to and through the development), along with any appurtenant real property easements, as

determined by the City Engineer to be necessary for the distribution and /or delivery of any and all "utility services" to each lot and unit within the Tentative Map. For purposes of this condition, "utility services" shall mean electric, cable television, telecommunication (including video, voice, and data) and other similar services designated by the City Engineer. "Utility services" shall not include sewer, water, and natural gas services, which are addressed by other conditions of approval. Properties within development may be subject to an electrical system capacity charge and that contribution will be collected prior to issuance of building permits.

The City, or the City's designee, shall utilize dedicated utility facilities to ensure safe, reliable, sustainable and cost effective delivery of utility services and maintain the integrity of streets and other public infrastructure. Developer shall, at developer's sole expense, install or cause the installation of such interconnection facilities as may be necessary to connect the electrical distribution infrastructure within the project to the Moreno Valley Utility owned and controlled electric distribution system. Alternatively, developer may cause the project to be included in or annexed to a community facilities district established or to be established by the City for the purpose of financing the installation of such interconnection and distribution facilities. The project shall be deemed to have been included in or annexed to such a community facilities district upon the expiration of the statute of limitations to any legal challenges to the levy of special taxes by such community facilities district within the property. The statute of limitations referred to above will expire 30 days after the date of the election by the qualified electors within the project to authorize the levy of special taxes and the issuance of bonds.

MVU3. This project may be subject to a Reimbursement Agreement. The project is responsible for a proportionate share of costs associated with electrical distribution infrastructure previously installed that directly benefits the project. The project may be subject to a system wide capacity charge in addition to the referenced reimbursement agreement. Payment(s) shall be required prior to issuance of building permit(s).

POLICE DEPARTMENT

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects

Standard Conditions

PD1. Prior to the start of any construction, temporary security fencing shall be erected. The fencing shall be a minimum of six (6) feet high with locking, gated access and shall remain through the duration of construction. Security fencing is required if there is: construction, unsecured structures, unenclosed storage of materials and/or equipment, and/or the condition of the site constitutes a public hazard as determined by the Public Works Department. If security fencing is required, it shall remain in place until the project is completed or the above conditions no longer exist. (MC 9.08.080)

PD2. (GP) Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the following:

a. The name (if applicable) and address of the development.

b. The developer's name, address, and a 24-hour emergency telephone number. (MC 9.08.080)

PD3. (CO) Prior to the issuance of a Certificate of Occupancy, an Emergency Contact Information Form for the project shall be completed at the permit counter of the Community & Economic Development Department - Building Division for routing to the Police Department. (MC 9.08.080)

Item E.2 Attachments 5 and 6 can be accessed by the following links:

http://www.moval.org/misc/pdf/centerpt/cenwest-finaleir-1112.pdf - Attachment 5

http://www.moval.org/misc/pdf/centerpt/centerDEIR-0912.pdf - Attachment 6

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MV00188065

RPT Centerpointe West Project

Legend

- Highways
- Parcels
- Roads
- Waterbodies
- City Boundaries
- Calimesa
- Moreno Valley
- Perris
- Riverside

Powered By GeoSmart.net

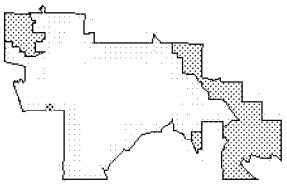

City of Moreno Valley
14177 Frederick St
Moreno Valley, CA 92553

DISCLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.

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MORENO VALLEY
WHERE DREAMS SOAR

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MV00188067

ATTACHMENT 8

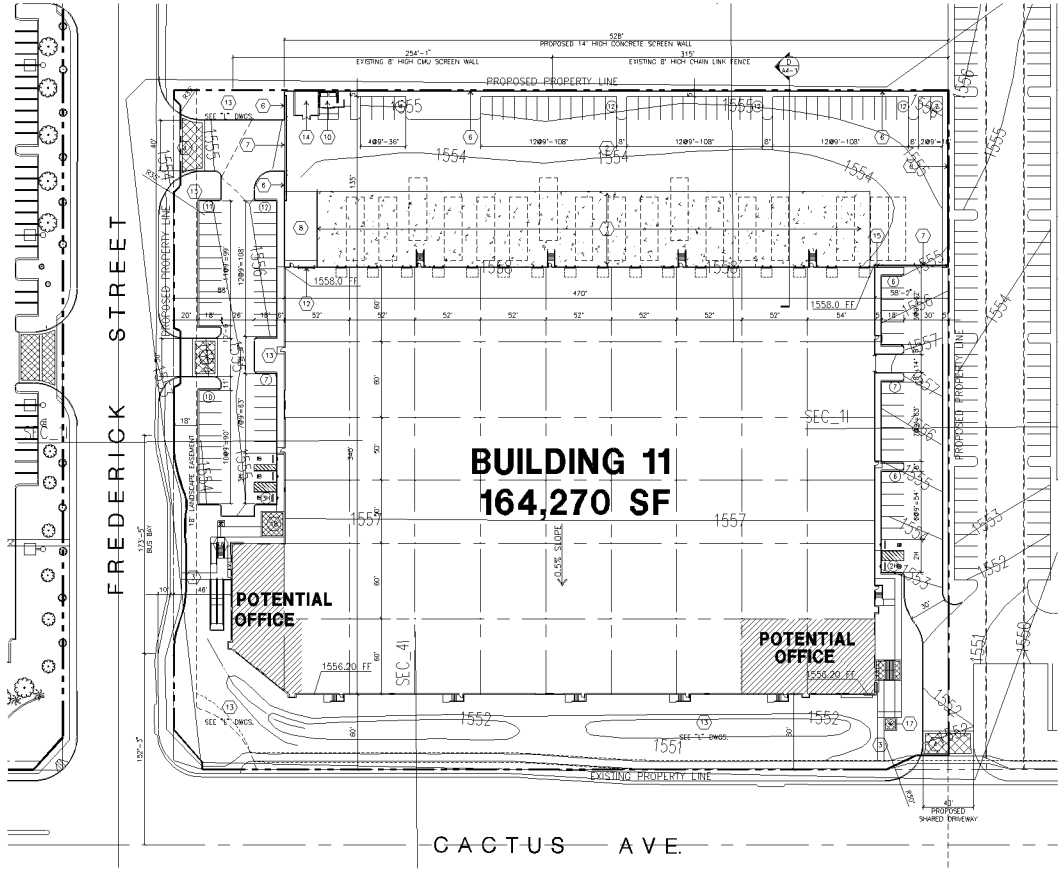

OVERALL SITE PLAN (A)
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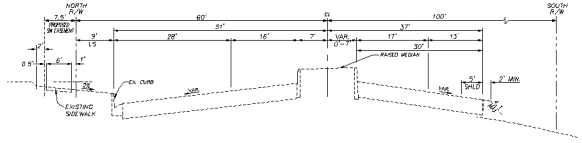

CACTUS AVENUE - TYPICAL SECTION (B)
N.T.S

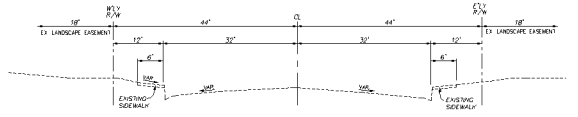

FREDERICK STREET - TYPICAL SECTION (C)
N.T.S

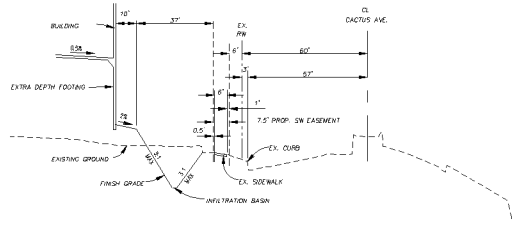

CACTUS AVENUE - EASEMENT SECTION (D)
N.T.S

site plan general notes

1. THE SOILS REPORT PREPARED BY ASSOCIATED SOILS ENGINEERING, IS TO BE A PART OF THESE CONTRACT DOCUMENTS
2. IF SOILS ARE EXPANSIVE IN NATURE, USE STEEL REINFORCING FOR ALL SITE CONCRETE
3. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR GRID LINE U.N.O.
4. SEE "C" PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALES.
5. THE ENTIRE PROJECT SHALL BE PERMANENTLY MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM PRIOR TO INSTALLATION & AT LEAST 60 DAYS BEFORE BLDG. COMPLETION.
6. SEE "C" DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.
7. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. SEE "C" DRAWINGS.
8. CONTRACTOR TO REFER TO "C" DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS.
9. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS. SEE "C" DRAWINGS FOR FINISH GRADE ELEVATIONS.
10. CONCRETE SIDEWALKS TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 6' O.C., EXPANSION/CONSTRUCTION JOINTS SHALL BE A MAXIMUM 12' EA. WAY W/ 1:20 MAX SLOPE. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION FILLER MATERIAL OF 1/4". SEE "L" DRAWINGS FOR FINISH
11. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT.
12. CONSTRUCTION DOCUMENTS PERTAINING TO THE LANDSCAPE AND IRRIGATION OF THE ENTIRE PROJECT SITE SHALL BE SUBMITTED TO THE PLANNING DIVISION AND APPROVED BY PUBLIC FACILITIES DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMITS.
13. PRIOR TO FINAL CITY INSPECTION, THE LANDSCAPE ARCHITECT SHALL SUBMIT A CERTIFICATE OF COMPLETION TO PLANNING DIVISION.
14. ALL LANDSCAPE AND IRRIGATION DESIGNS SHALL MEET CURRENT CITY STANDARDS AS LISTED IN GUIDELINES OR AS OBTAINED FROM PLANNING DIVISION.
15. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB
16. APPROVED CONCEPTUAL LANDSCAPE PLAN PRIOR TO GRADING PERMIT
17. ALL ROOF DRAINS SHALL BE DIRECTED TO A LANDSCAPE AREA.

site plan keynotes

1. 6" THICK MINIMUM, REINFORCED CONCRETE TRUCK APRON, W/ #3 @ 18" O.C.E.W. 3500 PSI W. CONSTRUCTION AND/OR EXPANSION JOINTS A MAXIMUM OF 18'-0" O.C. EXPANSION JOINTS TO BE A MIN. OF 1-1/2" DEEP AND A MAXIMUM ULTIMATE WIDTH OF 1/4". VERIFY WITH SOILS ENGINEER. PROVIDE HEAVY BROOM FINISH. ALL JOINTS TO BE CLEANED AND FILLED W/ ASPHALTIC CAULKING.
2. ASPHALT CONCRETE (AC) PAVING PER SOILS ENGINEER RECOMMENDATION AS APPROVED BY THE CITY.
3. CONCRETE WALKWAY
4. DRIVEWAY APRONS TO BE CONSTRUCTED PER CITY STANDARD 118C MODIFIED. PROVIDE STAMPED CONCRETE W/ LIGHT BROOM FIN. AT ALL DRIVE LOCATIONS. PROVIDE VERTICAL & HORIZONTAL EXPANSION JOINTS AT A MAXIMUM OF 15' O.C. SPACING.
5. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD TYP. AT ALL EXTERIOR MAIN DOORS TO LANDSCAPED AREAS. FINISH TO BE MEDIUM BROOM FINISH PROVIDE WALK TO PUBLIC WAY OR DRIVE WAY AS REQ. BY CITY INSPECTOR.
6. 14' HIGH CONCRETE TILT-UP SCREEN WALL
7. 8'H WROUGHT IRON SLIDING GATE
8. CONCRETE RAMP
9. TRASH COMPACTOR
10. TRASH ENCLOSURE TO BE TWO BIN AND FULLY COVERED PER CITY STANDARD 627.
11. CONCRETE STAIRS AND LANDING
12. 12' X 14' DRIVE-IN DOOR
13. LANDSCAPE. SEE CONCEPTUAL LANDSCAPE PLAN
14. 20' X 20' PUMP HOUSE
15. 8' HIGH TUBULAR STEEL FENCE
16. BIKE RACK, EACH RACK HOLDS 7 BIKES
17. 10' X 10' PATIO AREA
18. 18' X 20' PATIO AREA

site legend

- LANDSCAPED AREA
- AC. PAVING
- CONCRETE PAVING
- STANDARD PARKING STALL 9' X 18'
- HANDICAP PARKING STALL. 9' X 18' W/ 2' O.H. SEE DETAIL 11/A0.1
- EXISTING RIGHT OF WAY
- PROPOSED PROPERTY LINE
- ADA PATH OF TRAVEL

easement notes

A RECIPROCAL ACCESS EASEMENT WILL BE REQUIRED FOR THAT PORTION OF THE PROPOSED DRIVEWAY ON CACTUS AVENUE THAT IS LOCATED PARTIALLY OUTSIDE OF THE PROJECT BOUNDARY.

vicinity map

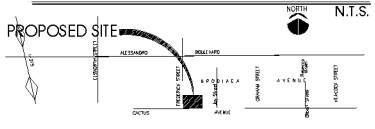

project information

Owner / Applicant
RIDGE MORENO VALLEY, LLC
201 COVINA AVE. - STE. #8
LONG BEACH, CA 90803
TEL: (562) 856-3819
CONTACT: DENNIS RICE

Architect
HPA, INC.
18831 BARDEEN AVE. SUITE #100
IRVINE, CA 92612
TEL: (949) 863-1770
CONTACT: JAIME CRUZ

Applicant's Representative
INLAND EMPIRE DEVELOPMENT SERVICES, INC.
931 MONARCH COURT
BEAUMONT, CA 92223
TEL: (951) 845-1003
CONTACT: GIL SAENZ

Civil Engineer
HUITT ZOLLARS
3990 CONCOURS STE 330
ONTARIO, CA 91764
TEL: (909) 941-7799
CONTACT: MAURICE MURAD

Landscape Architect
ENVIRONS
1746 N. BRIDGEPORT AVE.
CLAREMONT, CA 91711
TEL: (909) 626-4663
CONTACT: BRETT FRENCH

Zoning
LI (LIGHT INDUSTRIAL)

Assessors Parcel Number
297-170-027

Legal Description
LOT 5, BLK. 259 OF MAP NO. 1 BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO. AS SHOWN BY MAP ON FILE IN BK. 11, PG. 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA

utility information

TELEPHONE:
VERIZON
150 SO JUANITA ST.
HEMET, CA 92543
PHONE: (951) 658-7305
CONTACT: PHIL BRILLINGER

ELECTRIC:
MORENO VALLEY UTILITIES
14177 FREDERICK ST
MORENO VALLEY, CA 92552
PHONE: (951) 413-3480
CONTACT: MICHELE PIERCE

GAS
THE GAS COMPANY
25200 TRUMBLE ROAD SC 8058
ROMOLAND, CA 92380
PHONE: (951) 332-3902
CONTACT: DAVE MULLIGAN

WATER:
EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE ROAD
PERRIS, CA 92571
PHONE: (951) 928-3777
CONTACT: NEW BUSINESS

SEWER
EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE ROAD
PERRIS, CA 92571
PHONE: (951) 928-3777
CONTACT: NEW BUSINESS

CABLE - TV
TIME WARNER
1500 AUTO CENTER DR.
ONTARIO, CA 91761
PHONE: (951) 675-3380
CONTACT: MARK DAUENHAUER

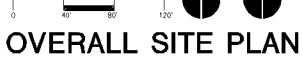

OVERALL SITE PLAN

tabulation

TABULATION		
site area (in s.q.ft.)	330,250	sf
site area (in acres)	7.58	ac.
Warehouse area	154,270	sf
Office	10,000	sf
Total building area	164,270	sf
Coverage	49.7%	
Parking required		
1st. 20k@1/1,000 s.f.	20	stalls
2nd. 20k@1/2,000 s.f.	10	stalls
above 40k @1/4,000 s.f.	29	stalls
Office 1/250 s.f.	40	stalls
Total parking required	99	stalls
Parking provided		
Standard (9'x18')	101	stalls
Handicap (9'x18')	5	stalls
Total parking provided	106	stalls
Trailer parking required (1 trailer parking per dock door)		
Total dock doors	17	doors
Trailer Parking provided (14'x50')	17	stalls
Landscape provided	56,551	sf
% of Landscape provided	17.1%	
NOTE:		
^Bike rack - 5% of total parking required	6 BIKES	

ATTACHMENT 7

HPA architecture

hpa, inc.
18831 bardeen avenue, - ste. #100
irvine, ca
92612
tel: 949-863-1770
fax: 949-863-0651
email: hpa@hparchs.com

Item No. E.2

Owner:
RIDGE MORENO VALLEY, I
RIDGE PROPERT
201 COVINA AVE. - STI
LONG BEACH, CA 908
PH: (562) 856-3819
FAX: (562) 856-3820

Project:
CENTERPOINT BUSINESS PARK BUILDING 11
23400 Cactus Ave.
Moreno Valley, CA 92555

-585-

Consultants:
CIVIL Huitt-Zollars
STRUCTURAL
MECHANICAL
PLUMBING
ELECTRICAL
LANDSCAPE Environs
FIRE PROTECTION
SOILS ENGINEER

Title:

Project Number: 9231
Drawn by: JAIME CRUZ
Date: OCTOBER 19, 2012
Revision:

PA 12-0019

Sheet:
A1.1
SITE PLAN
08/27/2012

MV00188068

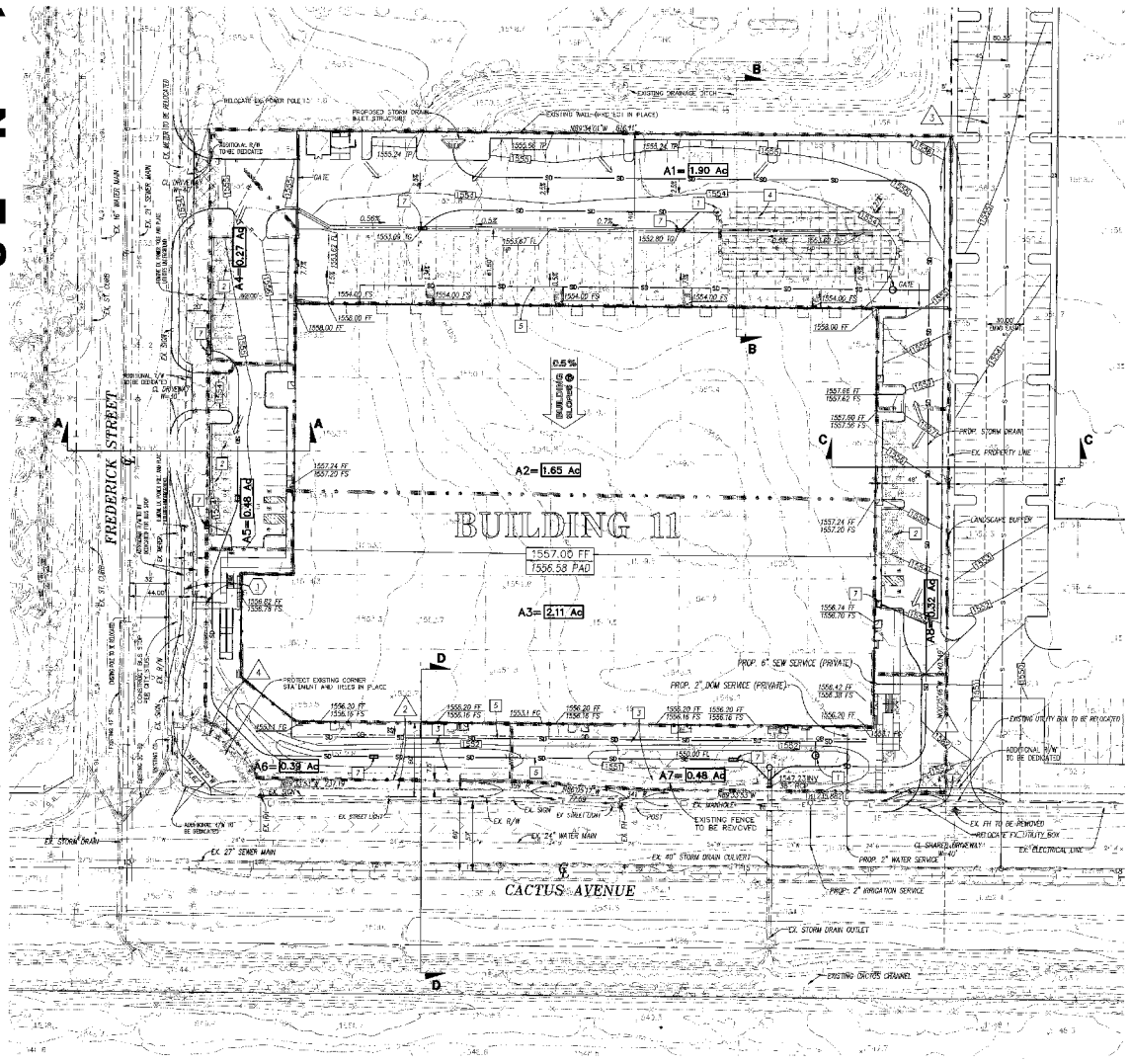

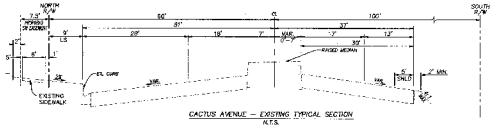

CACTUS AVENUE – EXISTING TYPICAL SECTION
N.T.S.

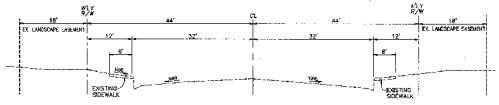

FREDERICK STREET – EXISTING TYPICAL SECTION
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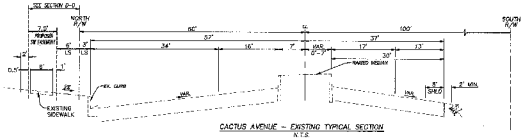

CACTUS AVENUE – EXISTING TYPICAL SECTION
N.T.S.

WQMP NOTES

1. INSTALL STORM WATER CLARIFIER (CDS UNIT OR APPROVED EQUAL)
2. CONSTRUCT PERVIOUS CONCRETE PAVEMENT OVER CRUSHED WASHED STONE BEDDING
3. CONSTRUCT INFILTRATION BASIN
4. CONSTRUCT UNDERGROUND INFILTRATION CHAMBER SYSTEM
5. INSTALL UNDERGROUND ROOF DRAIN COLLECTION AND CONVEYANCE SYSTEM.
6. CONSTRUCT TRASH ENCLOSURE PER CITY OF MORENO VALLEY STANDARD 627.
7. INSTALL CATCH BASIN FILTER (BIO-CLEAN OR APPROVED EQUAL) AND PROVIDE "NO DUMPING" STENCIL PER CITY REQUIREMENTS.

VOLUME BASED BMP'S

AREA	BMP	V_{BMP}
1	UNDERGROUND INFILTRATION CHAMBER	4828 CF
4	PERVIOUS CONCRETE	294 CF
5	PERVIOUS CONCRETE	334 CF
6	INFILTRATION BASIN	54 CF
7	INFILTRATION BASIN	218 CF
8	PERVIOUS CONCRETE	44 CF

FLOW BASED BMP'S

AREA	BMP	Q_{BMP}
-	CATCH BASIN FILTER	2Φ 0.072 CFS
2	CDS UNIT	0.490 CFS
3	CDS UNIT	0.80' CFS
4	CATCH BASIN FILTER	0.003 CFS
5	CATCH BASIN FILTER	0.0021 CFS
6	INFILTRATION BASIN	0.006 CFS
7	INFILTRATION BASIN	0.490 CFS

EXISTING EASEMENT TO REMAIN

(1) DENOTES 18' EASEMENT TO THE CITY OF MORENO VALLEY FOR LANDSCAPE PURPOSES PER INSTRUMENT NO. 025804, RECORDED JANUARY 9, 1991

PROPOSED EASEMENT

(1) A RECIPROCAL ACCESS EASEMENT WILL BE REQUIRED FOR THAT PORTION OF THE PROPOSED DRIVEWAY ON CACTUS AVENUE THAT IS LOCATED PARTIALLY OUTSIDE OF THE PROJECT BOUNDARY.

(2) 7.5' EASEMENT FOR PUBLIC SIDEWALK PURPOSES TO BE DEDICATED ON PARCEL MAP

(3) DENOTES 30' EASEMENT TO EMWD FOR SEWER MAIN

(4) ADDITIONAL EASEMENT TO BE DEDICATED FOR LANDSCAPE PURPOSES

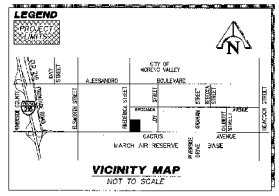

GRAPHIC SCALE
(IN FEET)
1"=40'

LEGEND

- —SD— PROPOSED STORM DRAIN
- —S— PROPOSED SEWER
- —W— PROPOSED WATER
- —GB— PROPOSED GRADE BREAK LINE
- BMP DRAINAGE BOUNDARY
- PROPOSED R/W
- X.X Ac TRIBUTARY AREA IN ACRES
- PROPOSED GRATING INLET
- PROPOSED CURB OPENING INLET
- FF PROPOSED FINISH FLOOR ELEVATION
- TP TOP OF PAVEMENT
- TG TOP OF GRATE
- FL FLOWLINE
- CF CURB FACE
- FS FINISHED SURFACE
- CB CATCH BASIN
- PL PROPERTY LINE
- R/W RIGHT-OF-WAY
- CL CENTERLINE
- PROP. PROPOSED
- EX. EXISTING
- DRWY DRIVEWAY
- A# BMP AREA DESIGNATION
- DIRECTION OF FLOW
- CONCRETE
- PERVIOUS CONCRETE

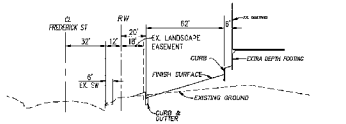

SECTION A–A
SCALES: H=40' V=4'

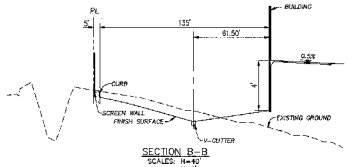

SECTION B–B
SCALES: H=40' V=4'

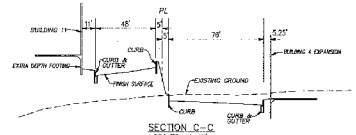

SECTION C–C
SCALES: H=40' V=4'

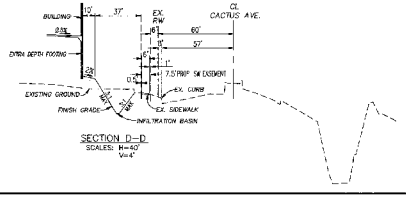

SECTION D–D
SCALES: H=40' V=4'

GENERAL NOTES

1. GROSS AREA
   LOT 11 = 7.59 AC
2. FLOOD ZONE X PANEL NO. 065074 0020 B
   MAP REVISED MAY 17, 1993
3. PRELIMINARY EARTHWORK
   RAW CUT = 2640 CY
   RAW FILL = 35800 CY

   FINAL QUANTITIES WILL BE DETERMINED AT ROUGH GRADING AND FINAL DESIGN

EXISTING TOPOGRAPHY DEVELOPED AND SUPPLIED BY D.M.I. AERIAL TOPOGRAPHIES DATED MAY 9, 2012

PAD ELEVATION IS BASED ON A PRELIMINARY 5" SLAB SECTION. FINAL DESIGN SLAB THICKNESS WILL BE BASED ON FINAL SOILS ENGINEERS RECOMMENDATIONS.

CONCEPTUAL GRADING, DRAINAGE, UTILITY & WQMP PLAN
FOR
MORENO VALLEY CENTERPOINTE - BUILDING 11 (PA12-0019)
CACTUS AVENUE & FREDERICK STREET
CITY OF MORENO VALLEY

HUITT-ZOLLARS
HUITT-ZOLLARS, INC.
3990 CONCOURS, SUITE 230 * ONTARIO, CALIFORNIA 91764 * (909) 941-1795

APPROVED BY: MAURICE M. MURAO — R.C.E. 33366 — EXPIRES 6-30-14 — DATE

DESIGNED BY MHM
DRAWN BY MAY M.
CHECKED BY MHM
FILE BOOK

SHEET 1 OF 1 SHEETS
JOB NO. 11-0244-25

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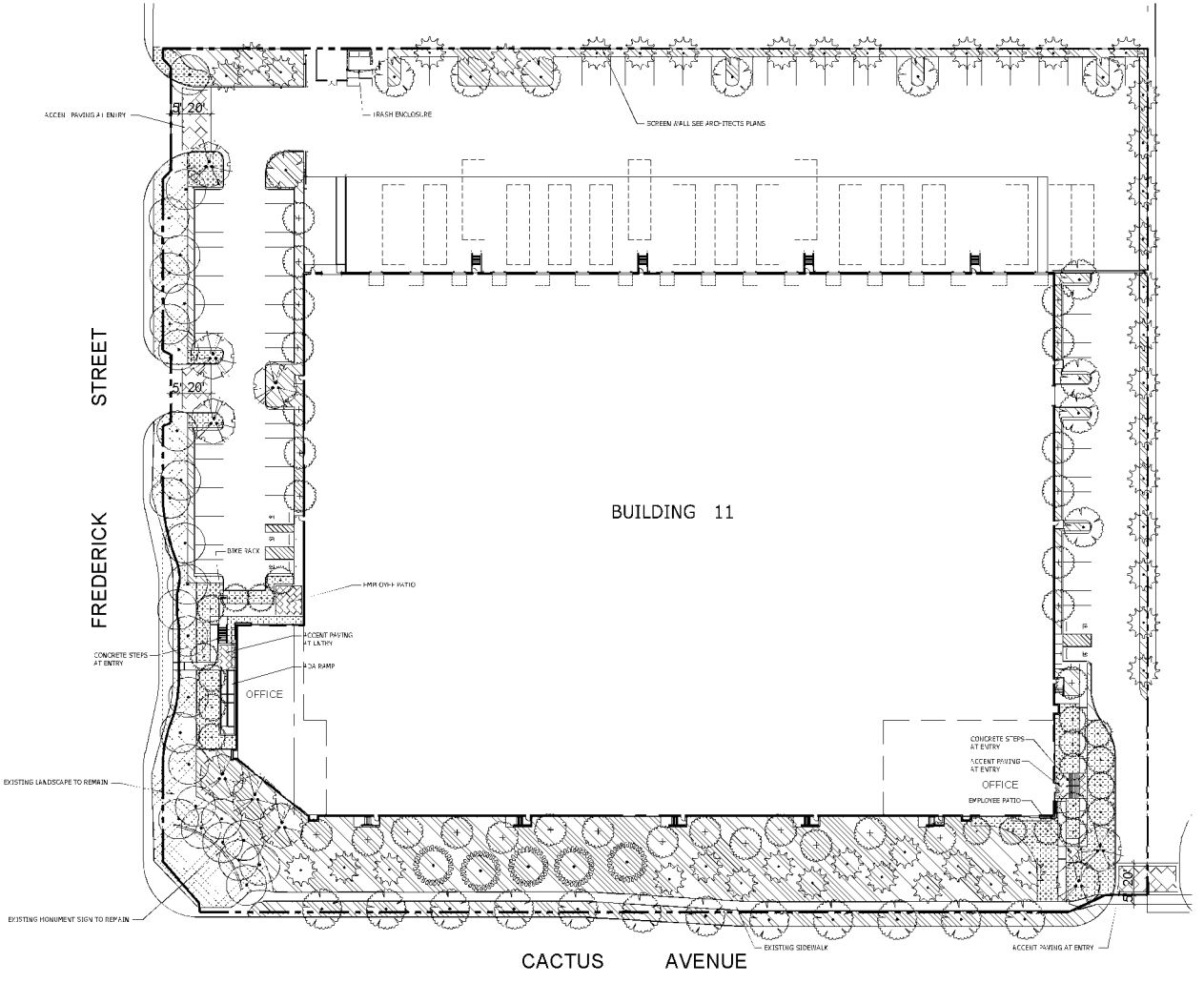

TREE PALETTE

TREES	BOTANICAL NAME	COMMON NAME	CONT	CAL	QTY
	Eucalyptus sideroxylon 'Rosea'	Red Ironbark	15 gal	Low	26
	Existing Tree To Remain	Protect In Place	Existing		27
	Koelreuteria bipinnata	Chinese Flame Tree Multi-Trunk	36"box	Med	9
	Lagerstroemia x 'Muskogee'	Lavender Crape Myrtle Std.	24"box	Med	21
	Pinus eldarica	Afghan Pine	15 Gal. & 24" Box	Low	43
	Platanus racemosa	California Sycamore	15 gal	Med	5
	Rhus lancea	African Sumac	24"box	Low	23

ROOT BARRIER NOTE

ALL TREES WITHIN 8' OF HARDSCAPE SHALL BE IN A SHALLOW LINEAR ROOT BARRIER 24" HIGH (NOT WRAPPED AROUND). PLACE ROOT BARRIER ADJACENT TO HARDSCAPE AND CENTER ON TREE EXTENDING 5' IN BOTH DIRECTIONS FOR AN OVERALL LENGTH OF 10'.

SHRUB PALETTE

SHRUB & GROUND COVER PALETTE - LOW WATER USE 35,611 sf

Acacia redolens 'Desert Carpet' TM / Desert Carpet Acacia
Anigozanthos flavidus 'Gold Velvet' / Kangaroo Paw
Arbutus unedo / Strawberry Tree Shrub
Baccharis pilularis 'Pigeon Point' / Coyote Brush
Callistemon citrinus / Lemon Bottlebrush Shrub
Carex tumulicola / Berkeley Sedge
Carex divulsa / Berkeley Sedge
Carex x purpurea / Orchid Rockrose
Ceanothus purpureus 'Frosted Jewel' / Silverberry
Heteromeles arbutifolia / Toyon
Melaleuca nesophila / Pink Melaleuca
Muhlenbergia capillaris 'Autumn Blush' / Pink Muhly
Muhlenbergia rigens / Deer Grass
Myoporum parvifolium 'Putah Creek' / Putah Creek Myoporum
Pennisetum alopecuroides 'Hameln' / Fountain Grass
Pennisetum messiacum 'Fairy Tails' / Fountain Grass
Rosmarinus officinalis 'Huntington Blue' / Rosemary
Rosmarinus officinalis 'Tuscan Blue' / Tuscan Blue Rosemary
Salvia greggii 'Furman's Red' / Furman's Red Salvia
Westringia fruticosa / Coast Rosemary

SHRUB & GROUND COVER PALETTE - MEDIUM WATER USE 7,012 sf

Abelia x grandiflora 'Edward Goucher' / Glossy Abelia
Buxus x 'Green Gem' / Green Gem Boxwood
Dietes bicolor 'Moneta' / Fortnight Lily
Hemerocallis x 'Lemon Yellow' / Daylily
Ligustrum texanum / Texas Privet
Nandina domestica / Heavenly Bamboo
Photinia x fraseri / Photinia
Podocarpus gracilior 'Column' / Fern Pine
Rhaphiolepis indica 'Gaia' / Indian Hawthorn
Rosa floribunda 'Iceberg' / Iceberg Rose
Rosa x 'Flower Carpet Pink' / Rose
Xylosma congestum / Shiny Xylosma

EXISTING LANDSCAPE TO REMAIN

EXISTING LANDSCAPE TO REMAIN PROTECT IN PLACE

MULCH NOTE

ALL PLANTER AREAS TO RECEIVE A 2" LAYER OF COLOR MULCH AVAILABLE FROM EARTHWORKS (951) 271-0161

NORTH

0 30 60 90 feet
1" = 30'

Item No. E.2

DATE

OWNER/DEVELOPER:
RIDGE MORENO VALLEY, LLC C/O
RIDGE PROPERTY TRUST
201 CONTROL - STE #4 • LONG BEACH CA
TEL (562) 590-5878 • CONTACT: DAVE STC

-587-

SHEET TITLE: PRELIMINARY LANDSCAPE PLAN

PROPOSED NEW BUILDING FOR:
CENTERPOINT BUSINESS PARK
Building 11
23400 Cactus Avenue, Moreno Valley, CA 92553

CHRISTOPHER A. JOSEPH & ASSOCIATES
LANDSCAPE ARCHITECTS
PROFESSIONAL ENGINEERS
Signature
10-30-12
Renewal Date
STATE OF CALIFORNIA

DRAWN BY	DATE
EKF	4-30-12
JOB NO.	
RIDGE0031	
SHEET NO.	
L-1	
OF 1 SHTS.	

MV00188070

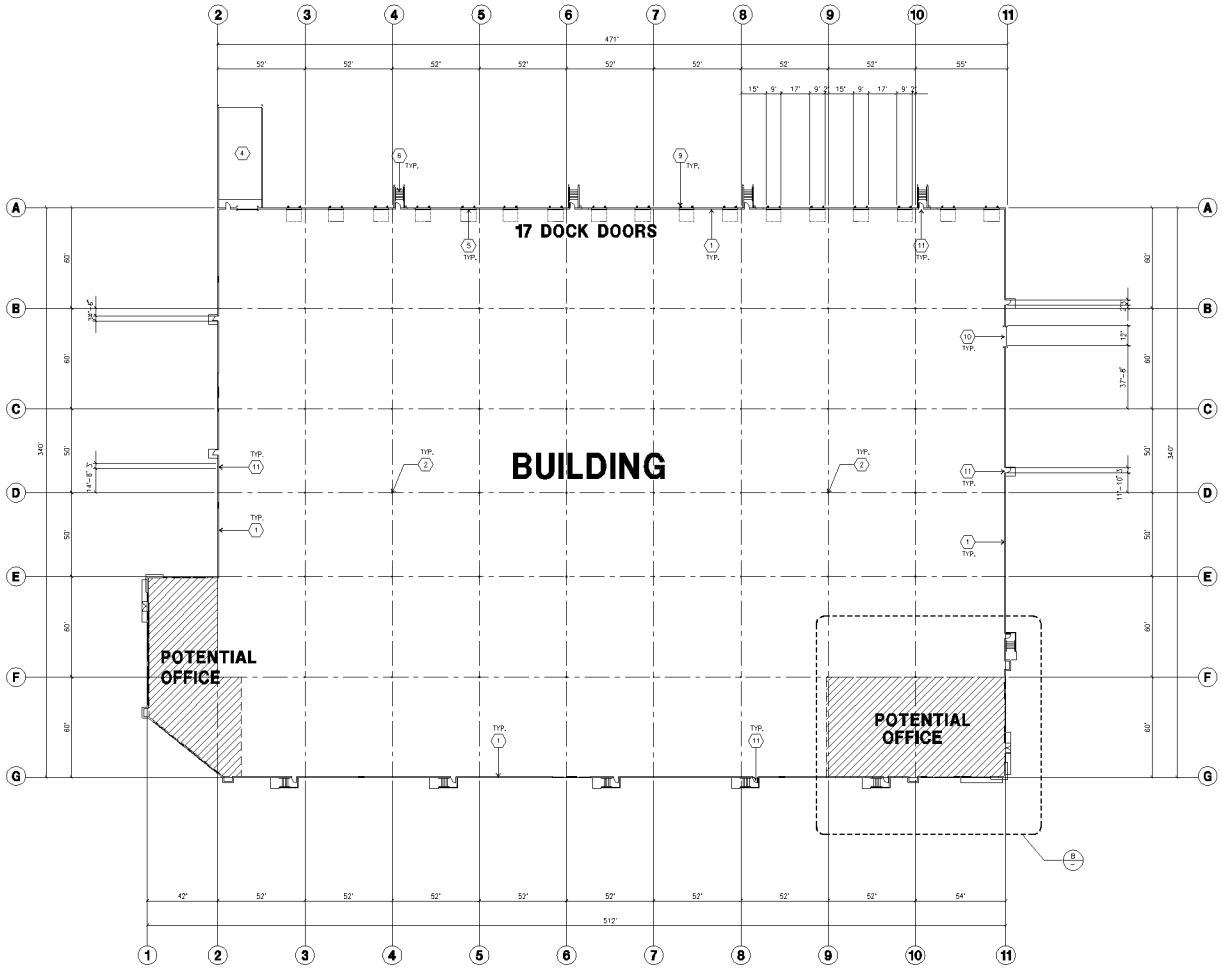

OVERALL FLOOR PLAN (A)
scale: 1"=30'-0"

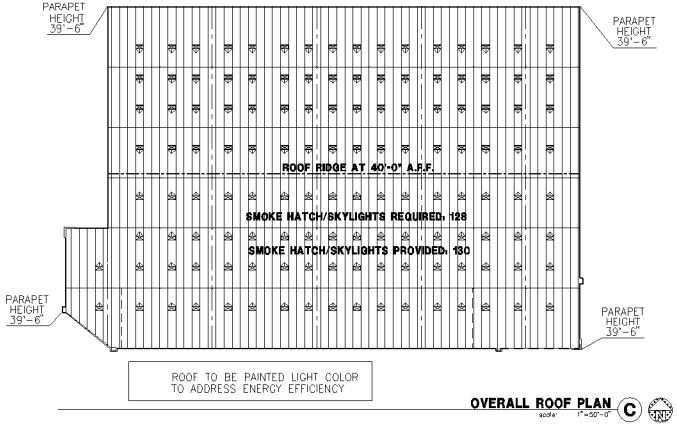

OVERALL ROOF PLAN (C)
scale: 1"=50'-0"

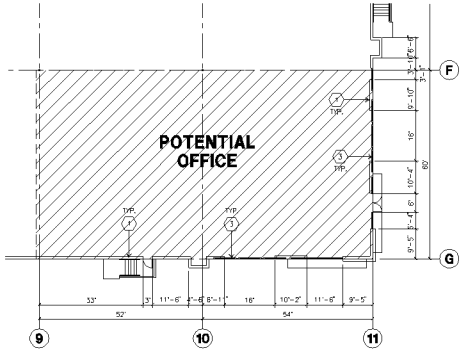

ENLARGED FLOOR PLAN (B)
scale: 1/16"=1'-0"

KEYNOTES - FLOOR PLAN

1. CONCRETE TILT-UP PANEL. SEE "S" DWGS. FOR THICKNESS AND STEEL REQUIREMENTS.
2. STRUCTURAL STEEL COLUMN. SEE "S" DRAWINGS FOR SIZE.
3. TYPICAL STOREFRONT SYSTEM WITH GLAZING. SEE OFFICE BLOW-UP AND ELEVATIONS FOR SIZE, COLOR AND LOCATIONS
4. CONCRETE RAMP W/ 42"HIGH CONC TILT-UP GUARD WALL OR BUILDING WALL ON BOTH SIDE OF RAMP. SEE "S" DWG FOR DETAIL.
5. 9'-0" X 10' TRUCK DOOR, SECTIONAL O.H., STANDARD GRADE.
6. EXTERIOR CONCRETE STAIR
7. 5'-0"X5'-0"X4" THICK CONCRETE EXTERIOR LANDING PAD TYPICAL AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREA. FINISH TO BE MEDIUM BLOOM FINISH. SLOPE TO BE 1/4". 1:12 MAX. PROVIDE WALK TO HARD SURFACE PER CITY REQUIREMENTS.
8. LOUVERED OPENING FOR VENTILATION.
9. DOCK DOOR BUMPER
10. 12' X 14' DRIVE THRU, SECTIONAL OH, STANDARD GRADE DESIGNED TO RESIST WIND 90 MPH, EXPOSURE "C".
11. 3'X7' HOLLOW METAL EXTERIOR MAN DOOR, DESIGNED TO RESIST WIN 90 MPH, EXPOSURE "C".
12. SOFFIT LINE ABOVE
13. BRACE FRAME. SEE "S" DWGS.
14. CONC. FILLED GUARD POST 8" DIA. U.N.O. 42"H.
15. EXTERIOR DOWNSPOUT WITH OVERFLOW SCUPPER.
16. Z GUARD
17. APPROXIMATE LOCATION OF ROOF TOP UNIT.
18. TRASH COMPACTOR (N.I.C.) PROVIDE SPRINKLERS PER CODE REQUIREMENTS. INSTALLER SHOULD PAINT TO MATCH BUILDING

GENERAL NOTES - FLOOR PLAN

A. THIS BUILDING IS DESIGNED FOR HIGH PILE STORAGE WITH FIRE ACCESS MAN DOORS AT 100' MAXIMUM O.C. A SEPARATE PERMIT WILL BE REQUIRED FOR ANY RACKING/CONVEYER SYSTEMS.
B. FIRE HOSE LOCATIONS SHALL BE APPROVED PER FIRE DEPARTMENT.
C. THE BUILDING FLOOR SLAB IS SLOPED. SEE "C" DRAWINGS FOR FINISH SURFACE ELEVATIONS.
D. NOT USED
E. WAREHOUSE INTERIOR CONCRETE WALLS ARE PAINTED WHITE. COLUMNS ARE TO RECEIVE PRIMER ONLY. ALL OTHER BD. WALLS IN WAREHOUSE TO RECEIVE 1 COAT OF WHITE TO COVER.
F. SLOPE POUR STRIP 1/2" TO EXTERIOR AT ALL MANDOOR EXITS. SEE "S" DRAWINGS FOR POUR STRIP LOCATION
G. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE PANEL WALL GRIDLINE, OR FACE OF STUD U.N.O.
H. SEE CIVIL DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR TO VERIFY ACTUAL UTILITY LOCATIONS. PLUMBING/ELECTRICAL COORDINATION.
I. FOR DOOR TYPES AND SIZES, SEE DETAIL SHEET A0.4 NOTE: ALL DOORS PER DOOR SCHEDULE ARE FINISH OPENINGS.
J. CONTRACTOR TO PROTECT AND KEEP THE FLOOR SLAB CLEAN. ALL EQUIPMENT TO BE DAMPERED INCLUDING CHIPS AND TRUCKS.
K. ALL EXIT MAN DOORS IN WAREHOUSE TO HAVE ILLUMINATED EXIT SIGN. HARDWARE.
L. HIGHLY FLAMMABLE AND COMBUSTIBLE MATERIAL SHALL NOT BE USED OR STORED IN THIS BUILDING.
M. EACH EXTERIOR EXIT DOOR SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS "EXIT". THE MOUNTING HEIGHT FOR SUCH SIGNACE SHALL BE 60" FROM FINISH FLOOR LEVEL TO THE CENTER OF THE SIGN
N. NON-ACCESSIBLE DOOR. PROVICE WARNING SIGN LOCATED IN THE INTERIOR SIDE PER CBC 11338.1.1
O. ALL ROOF MOUNTED MATERIALS SHALL BE FULLY SCREENED FROM PUBLIC VEW.

FLOOR SLAB AND POUR STRIPS REQ.

THESE NOTES ARE VERY MIN. REQUIREMENT. SEE "S" DWGS FOR ADDITIONAL REQUIREMENTS

1. FLOOR COMPACTION - 95%
2. TRENCH COMPACTION - 90%
3. BUILDING FLOOR SLAB:
   A. 6" THICK MIN. UNREINFORCED CONCRETE OVER COMPACTED SOILS
   B. 3/4" - 16"LONG @ 12" O.C. DOWELS AT ALL CONSTRUCTION JOINTS
   3/4" - 16"LONG @ 24" O.C. DOWELS IN DOWEL BASKET AT ALL CONTROL JOINTS.
   C. 4,000 P.S.I. REQUIREMENT
   D. SLUMP TO BE 4" +/- 1"
   E. JOINT SPACING PER A.C.I. 302-1R-96
   F. SAW-CUT DEPTH 1/4 TO SOFT SAW-CUTTING WITHIN 2 HRS OF FINISHING
4. CONTRACTOR TO BUILD FOR CLASS V FLOOR PER A.C.I. 302-1R-96
5. NOT USED
6. CONCRETE SLAB TO HAVE STEEL FLOAT HARD TROWEL BURNISHED FINISH.
7. CONTRACTOR TO CURE SLAB TO BE WET CURING USING BURLAP FOR 7 DAYS MIN
8. ALL EQUIPMENT & MOVING VEHICLES SHALL BE DAMPERED.
9. NO CRANES, CONCRETE TRUCKS, OR ANYTHING HEAVIER WILL BE PLACED ON THE SLAB
10. SLAB TO BE F135 FL24 MEASURED WITHIN 24 HOURS.
11. NO FLY ASH IN THE CONCRETE
12. WHERE [illegible] INDICATED, PROVIDE VAPOR BARRIER (15MIL STEGO OR EQUAL) UNDER THE CONCRETE SLAB. PROVIDE SAND PER SOILS ENGINEER OR MANUFACTURER'S RECOMMENDATION
    CONCRETE SLAB IN FUTURE OFFICE AREAS, WHERE SAND OVER WOVEN ARE REQUIRED, SHALL BE NATURALLY HYDRATED WITHOUT USE OF BURLENE, CURING COMPOUND, OR RELEASE AGENTS.
    CONTROL/CONSTRUCTION JOINTS SHALL NOT BE FILLED WITH MM-80 JOINT FILLER IN FUTURE OFFICE AREAS.
13. SEAL CONCRETE SLAB W/ "LIMOSILIN" SEALER

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Owner:

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PROLOGIS PROPERTY TRUST
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Project:

CENTERPOINT BUSINESS PARK BUILDING 11

23400 Cactus Ave.
Moreno Valley, CA 92555

Consultants:

CIVIL	Hulte-Zollars
STRUCTURAL	
MECHANICAL	
PLUMBING	
ELECTRICAL	
LANDSCAPE	Environs
FIRE PROTECTION	
SOILS ENGINEER	

Title: FLOOR PLAN

Project Number: 9231
Drawn by: JAIME CRUZ
Date: OCTOBER 19, 2012
Revision:

PA 12-0019

Sheet:

A2.1
FLOOR PLAN
08/27/2012

-588-

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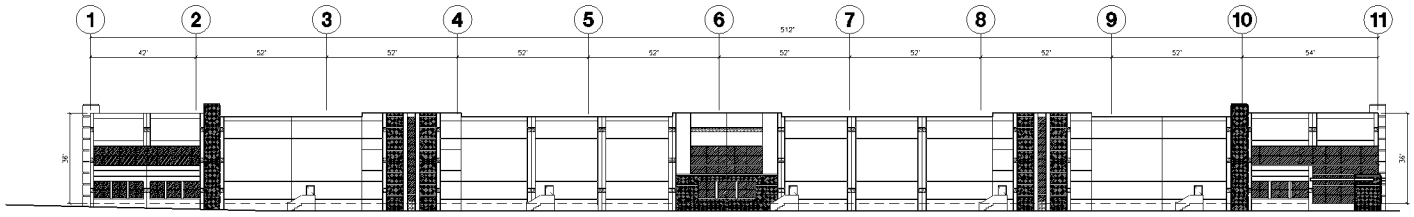

SOUTH ELEVATION (A)
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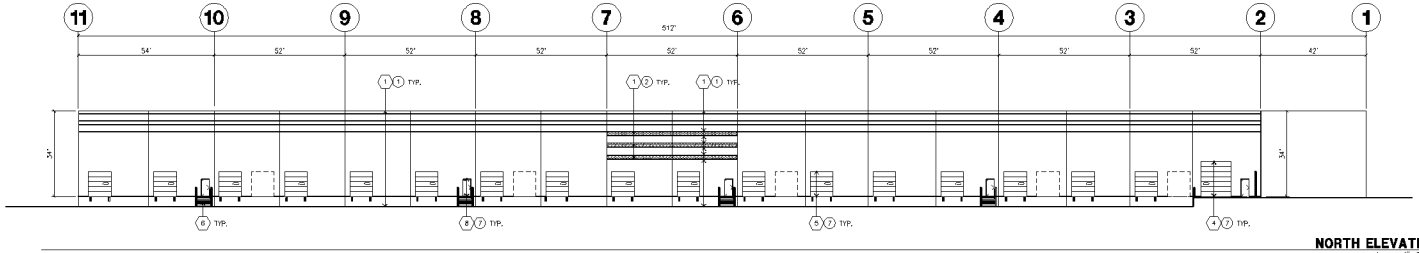

NORTH ELEVATION (B)
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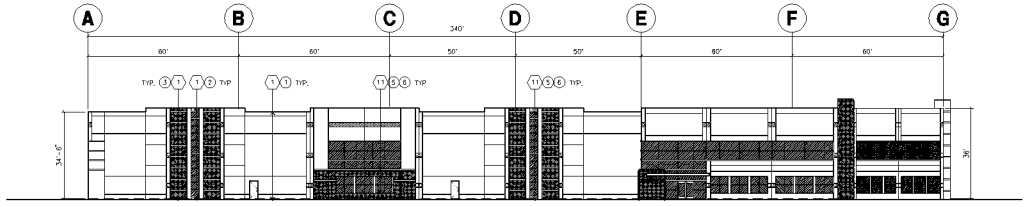

WEST ELEVATION (C)
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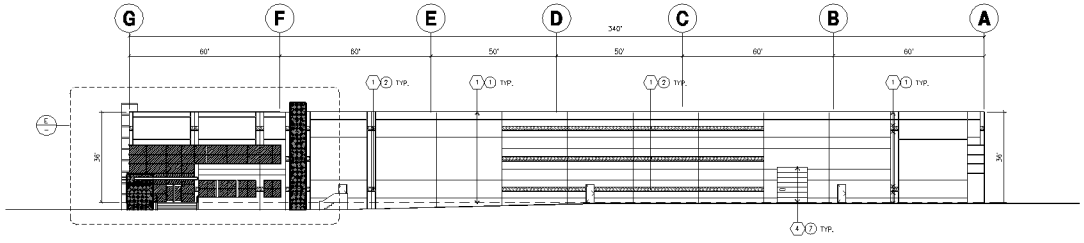

EAST ELEVATION (D)
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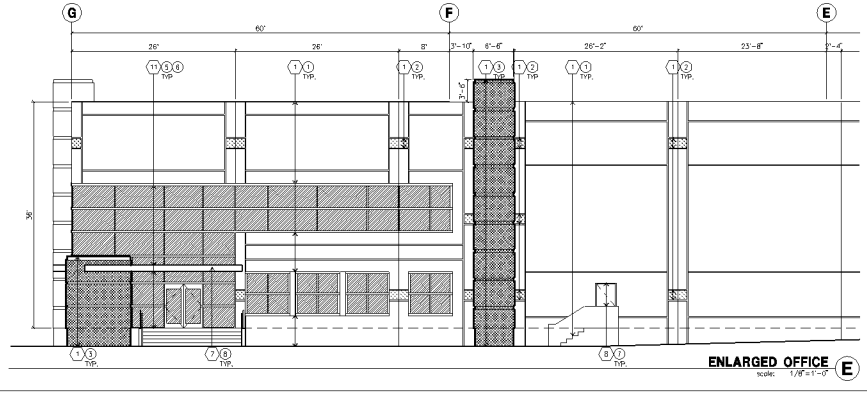

ENLARGED OFFICE (E)
scale: 1/8"=1'-0"

KEYNOTES - ELEVATIONS

1. CONCRETE TILT-UP PANEL(PAINTED). FINISH GRADE VARIES. SEE "C" DRAWINGS. WATERPROOF ALL WALLS WHERE GRADE IS HIGHER AND EXPOSED TO THE WEATHER ONE SIDE. WATERPROOFING TO BE PROTECTED WITH PROTECTION BOARD AND A WAL OF 6" OF GRAVEL. PROVIDE TRENCH DRAIN AT BOTTOM AND DAYLIGHT TO CURB OR TAKE TO STORM DRAIN. NOT REQUIRED AT DOCK HIGH CONDITION OF AT RAMP WALLS.
2. PANEL JOINT.
3. PANEL REVEAL. ALL REVEALS TO HAVE A MAX. OF 3/8" CHAMFER. REVEAL COLOR TO MATCH ADJACENT BUILDING FIELD COLOR, U.N.O.
4. OVERHEAD DOOR @ DRIVE THRU. SEE DOOR SCHEDULE. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND.
5. OVERHEAD DOOR @ DOCK HIGH. SEE DOOR SCHEDULE. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND.
6. CONCRETE STAIR, LANDING AND GUARDRAIL W/ METAL PIPE HANDRAIL. PROVIDE NON SKID NOSING TO MEET ADA REQUIREMENTS. PROVIDE CONTRASTING COLORED 2" WIDE WARNING STRIPE INTEGRAL TO CONCRETE AT TOP LANDING AND BOTTOM TREAD PER ADA REQUIREMENTS.
7. CANOPY
8. HOLLOW METAL DOORS. SEE DOOR SCHEDULE. PROVIDE COMPLETE WEATHER STRIPPING ALL AROUND DOOR. PROVIDE FOR RAIN DIVERTER ABOVE DOOR.
9. EXTERIOR DOWNSPOUT AND OVERFLOW SCUPPER
10. DOCK BUMPER
11. ALUMINUM STOREFRONT FRAMING WITH TEMPERED GLAZING AT ALL DOORS, SIDELITES ADJACENT TO DOORS AND GLAZING WITH BOTTOMS LESS THAN 18" ABOVE FINISH FLOOR ELEVATION.

GENERAL NOTES - ELEVATIONS

A. ALL PAINT COLOR CHANGES TO OCCUR AT INSIDE CORNERS UNLESS NOTED OTHERWISE.
B. ALL PAINT FINISHES ARE TO BE FLAT UNLESS NOTED OTHERWISE.
C. T.O.P. EL.= TOP OF PARAPET ELEVATION.
D. F.F. = FINISH FLOOR ELEVATION.
E. STOREFRONT CONSTRUCTION: GLASS, METAL ATTACHMENTS AND LINTELS SHALL BE DESIGNED TO RESIST 60 MPH. EXPOSURE "C" WINDS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PRIOR TO INSTALLATION.
F. CONTRACTOR SHALL FULLY PAINT ONE CONCRETE PANEL W/ SELECTED COLORS. ARCHITECT AND OWNER SHALL APPROVE PRIOR TO PAINTING REMAINDER OF BUILDING.
G. BACK SIDE OF PARAPETS TO HAVE SMOOTH FINISH AND BE PAINTED WITH ELASTOMERIC PAINT.
H. FOR SPANDREL GLAZING: ALLOW SPACE BEHIND SPANDREL TO BREATH.
J. USE ADHESIVE BACK WOOD STRIPS FOR ALL REVEAL FORMS.
K. THE FIRST COAT OF PAINT TO BE ROLLED-ON AND THE SECOND COAT TO BE SPRAYED-ON

COLOR SCHED. - ELEVATIONS

1	CONCRETE TILT-UP PANEL PAINT BRAND:	FRAZEE 304 PEBBLE GRAY
2	CONCRETE TILT-UP PANEL PAINT BRAND:	FRAZEE 501 SHELL WHITE
3	CONCRETE TILT-UP PANEL PAINT BRAND:	FRAZEE 553 STORMY SKY
4	NOT USED	PAINT BRAND:
5	GLAZING	COLOR: BLUE REFLECTIVE
6	MULLIONS	PAINT BRAND: CLEAR ANODIZED
7	DOORS	PAINT BRAND: FRAZEE 527 MARKET BASKET
8	CANOPY	PAINT BRAND: FRAZEE 527 MARKET BASKET

GLAZING LEGEND

- SPANDREL GLASS
- TEMPERED VISION GLASS
- VISION GLASS

PAINT AND MATERIAL LEGEND

1 2 3

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Consultants:

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MECHANICAL	
PLUMBING	
ELECTRICAL	
LANDSCAPE	Environs
FIRE PROTECTION	
SOILS ENGINEER	

Title:

Project Number: 9231
Drawn by: JAIME CRUZ
Date: OCTOBER 19, 2012
Revision:

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Sheet:
A3.1
ELEVATION PLAN
08/27/2012

Item No. E.2

-589-

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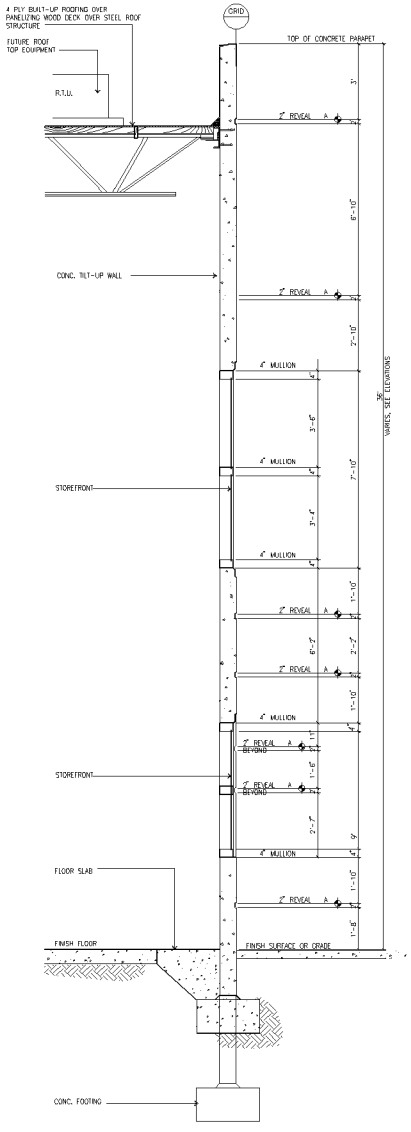

TYP. STOREFRONT ELEVATION (A)

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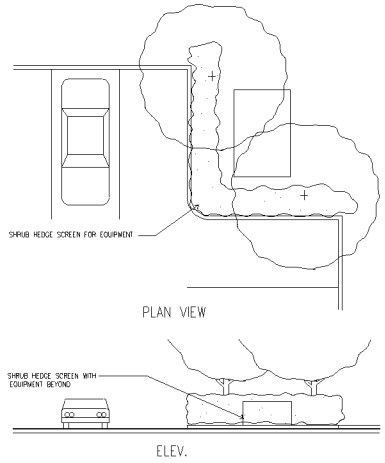

GROUND MOUNTED EQUIPMENT SCREENING, TYP. (B)

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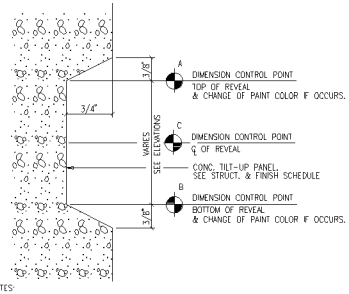

NOTES:

1. DIMENSION CONTROL POINTS AT REVEALS AND EDGE OF CONCRETE OPENINGS WHERE OCCUR, SEE WALL SECTIONS.
2. PAINT COLOR CHANGES TO ALWAYS OCCUR AT CONTROL POINT "A" OR "B"

TYP. CONCRETE REVEAL (C)

scale:N.T.S.

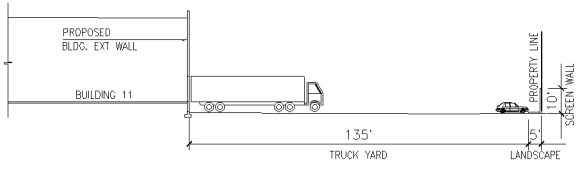

TRUCKYARD SECTION (D)

scale: 1" = 20'-0"

GENERAL NOTES - ELEVATIONS

A. CONTRACTOR TO VERIFY ALL GRADES W/ CURRENT "C" PLAN & VERIFY SITE CONDITIONS. VERIFY ALL TOP OF WALL HEIGHTS(T.O.W.) & FINISH SURFACE GRADES.

B. PROVIDE 3" DIA. P.V.C. WEEP HOLES @ 8' O.C. IN SCREEN WALLS @ GRADE GRADE LEVEL ON TRUCK YARD SIDE.

C. CONTRACTOR TO PROVIDE WATER-PROOFING MEMBER TO SCREEN WALL AT ALL RETAINING/ BERMING CONDITIONS. PROVIDE WATERPROOFING @ HIGHSIDE OF WALL ONLY. CONTRACTOR TO SUBMIT WATERPROOFING SPECIFICATIONS TO ARCHITECT PRIOR TO INSTALLATION.

D. SCREEN WALLS TO BE SUBMITTED UNDER SEPARATE PERMIT FROM BUILDING DEPARTMENT PER COUNTY STANDARD.

E. GATE MANUFACTURER TO PROVIDE DETAILING OF GATES TO WITHSTAND 90 MPH. WINDS, EXPOSURE "C" AND VERIFY ALL DIMENSIONS, DETAILS AND SITE CONDITIONS W/ CONTRACTOR.

ALL GATES TO BE WALL BRACED. SUB-CONTRACTOR TO SUBMIT SHOP DRAWINGS TO ARCHITECT PRIOR TO INSTALLATION.

CONTRACTOR TO VERIFY ALL CIVIL AND STRUCTURAL DRAWINGS FOR SCREEN-WALL HEIGHT. CONTRACTOR TO PROVIDE A MIN. OF 10'-0" HIGH SCREEN-WALL FROM FINISH GRADE @ STREET SIDE. CONTRACTOR TO ADJUST SCREEN-WALL HEIGHT AND FOOTING IN THE FIELD.

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-590-

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ELECTRICAL	
LANDSCAPE	Environs
FIRE PROTECTION	
SOILS ENGINEER	

Title:

Project Number: 9231
Drawn by: JAIME CRUZ
Date: OCTOBER 19, 2012
Revision:

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Sheet:

A4.1

SECTION
08/27/2012

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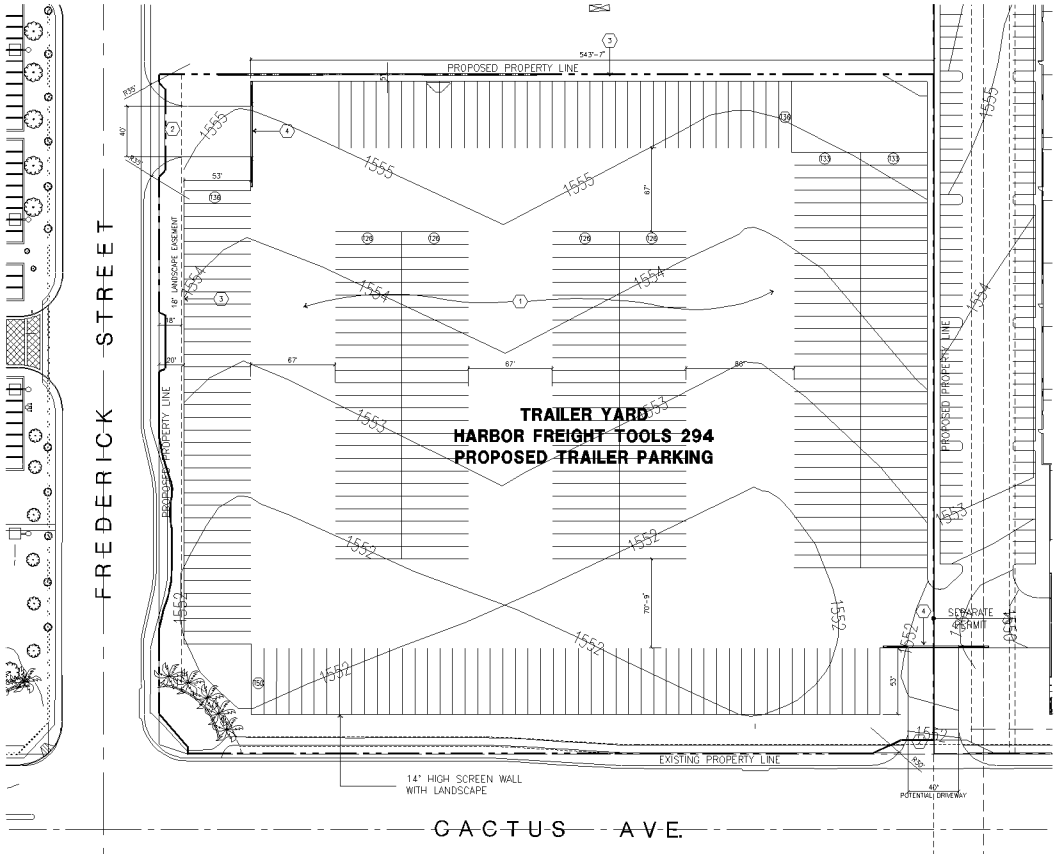

OVERALL SITE PLAN (A)
scale: 1"=40'-0"

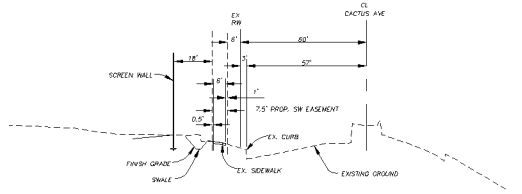

CACTUS AVENUE - EASEMENT SECTION (B)
N.T.S

site plan general notes

1. THE SOILS REPORT PREPARED BY ASSOCIATED SOILS ENGINEERING, IS TO BE A PART OF THESE CONTRACT DOCUMENTS.
2. IF SOILS ARE EXPANSIVE IN NATURE, USE STEEL REINFORCING FOR ALL SITE CONCRETE
3. THE ENTIRE PROJECT SHALL BE PERMANENTLY MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM.
4. CONTRACTOR TO REFER TO "C" DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS.
5. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS. SEE "C"DRAWINGS FOR FINISH GRADE ELEVATIONS.
6. CONSTRUCTION DOCUMENTS PERTAINING TO THE LANDSCAPE AND IRRIGATION OF THE ENTIRE PROJECT SITE SHALL BE SUBMITTED TO THE PLANNING DIVISION AND APPROVED BY PUBLIC FACILITIES DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMITS.
7. PRIOR TO FINAL CITY INSPECTION, THE LANDSCAPE ARCHITECT SHALL SUBMIT A CERTIFICATE OF COMPLETION TO PLANNING DIVISION.
8. ALL LANDSCAPE AND IRRIGATION DESIGNS SHALL MEET CURRENT CITY STANDARDS AS LISTED IN GUIDELINES OR AS OBTAINED FROM PLANNING DIVISION.
9. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB
10. APPROVED CONCEPTUAL LANDSCAPE PLAN PRIOR TO GRADING PERMIT

site plan keynotes

1. ASPHALT CONCRETE (AC) PAVING
2. DRIVEWAY APRONS TO BE CONSTRUCTED PER CITY STANDARD 118C MODIFIED. PROVIDE STAMPED CONCRETE W/ LIGHT BROOM FIN. AT ALL DRIVE LOCATIONS. PROVIDE VERTICAL & HORIZONTAL EXPANSION JOINTS AT A MAXIMUM OF 15' O.C. SPACING.
3. 14' HIGH CONCRETE TILT-UP SCREEN WALL
4. 8'H WROUGHT IRON SLIDING GATE
5. LANDSCAPE. SEE CONCEPTUAL LANDSCAPE PLAN.

site legend

- LANDSCAPED AREA
- AC. PAVING
- EXISTING RIGHT OF WAY
- PROPOSED PROPERTY LINE

project information

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CONTACT: JAIME CRUZ

Applicant's Representative
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Landscape Architect
ENVIRONS
1746 N GRIDGEPORT AVE
CLAREMONT, CA 91711
TEL: (909) 626-4963
CONTACT: BRETT FRENCH

Zoning
LI (LIGHT INDUSTRIAL)

Assessors Parcel Number
297-170-027

Legal Description
LOT 5, BLK. 259 OF MAP NO. 1
BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO. AS SHOWN BY MAP ON FILE IN BK. 11, PG. 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA

tabulation

TABULATION		
site area (in s.q.ft.)	330,250	sf
site area (in acres)	7.58	ac.
Parking provided		
Trailers (10'x53')	294	stalls
Landscape provided	34,209	sf
% of Landscape provided	10.4%	

utility information

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PHONE: (951) 658-7305
CONTACT: PAUL BRILLINGER

ELECTRIC:
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MORENO VALLEY, CA 92552
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CONTACT: MICHELLE PIERCE

GAS
THE GAS COMPANY
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ROHOLAND, CA 92360
PHONE: (954) 772-2902
CONTACT: DAVE MULLIGAN

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CABLE - TV
TIME WARNER
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(951) 390-4777
CONTACT: MARK DALENHAUER

vicinity map

N.T.S.

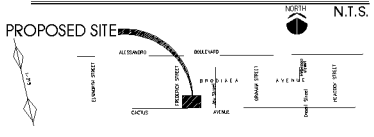

1" = 40'-0"
0 40' 80' 120'
REFERENCE NORTH
TRUE NORTH

OVERALL ALTERNATE SITE PLAN

HPA architecture
hpa, inc.
18831 bardeen avenue, - ste. #100
irvine, ca
92612
tel: 949-863-1770
fax: 949-863-0651
email: hpa@hparchs.com

Item No. E.2

Owner:
RIDGE MORENO VALLEY, I
RIDGE PROPERT
201 COVINA AVE. - STI
LONG BEACH, CA 908
PH: (562) 856-3819
FAX: (562) 856-3820

Project:
CENTERPOINT BUSINESS PARK BUILDING 11
23400 Cactus Ave.
Moreno Valley, CA 92555

Consultants:

CIVIL	Huitt-Zollars
STRUCTURAL	
MECHANICAL	
PLUMBING	
ELECTRICAL	
LANDSCAPE	Environs
FIRE PROTECTION	
SOILS ENGINEER	

Title:

Project Number: 9231
Drawn by: JAIME CRUZ
Date: OCTOBER 19, 2012
Revision:

PA 12-0019

Sheet:
A1.2
ALT. SITE PLAN
08/27/2012

MV00188074

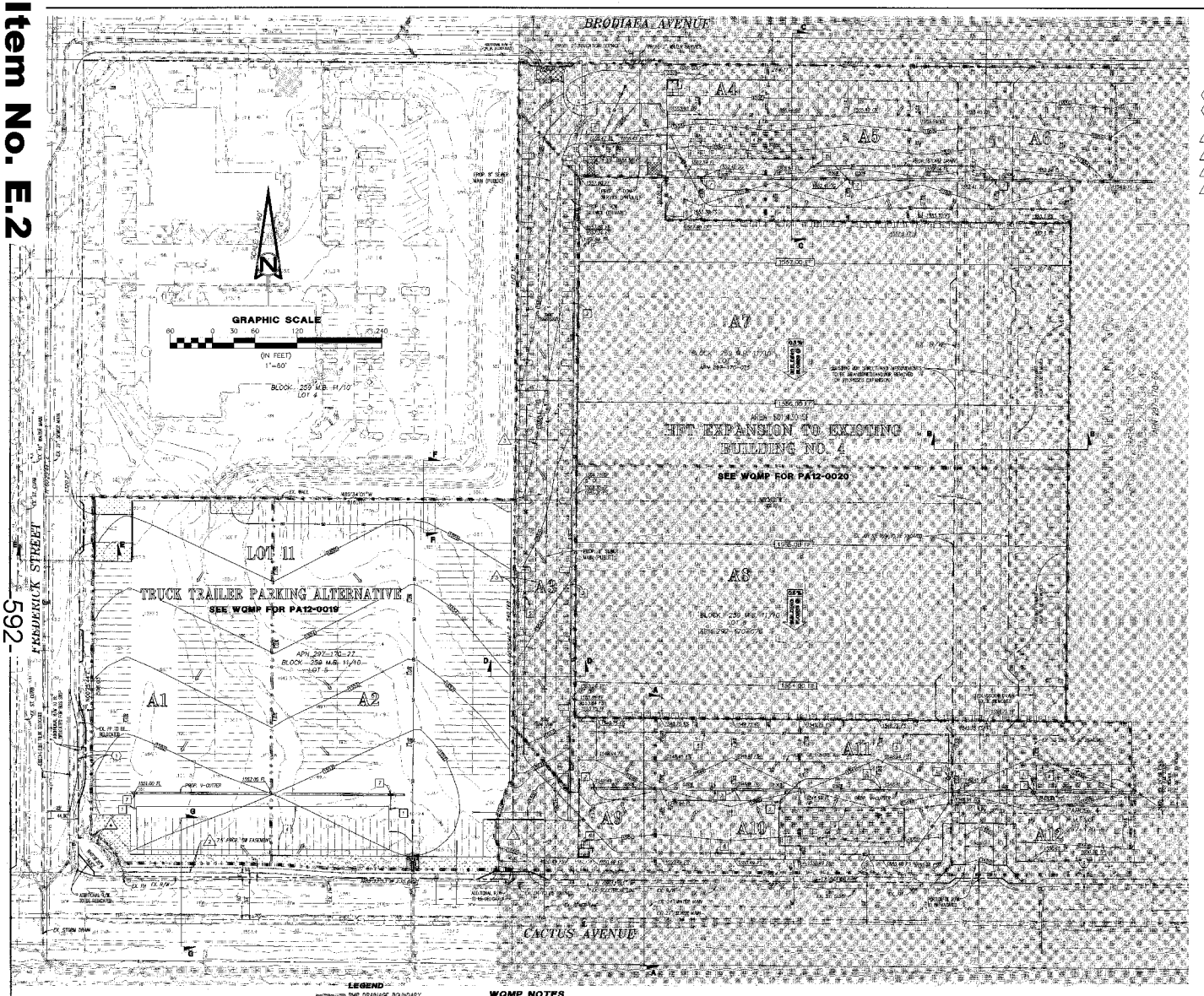

EXISTING TOPOGRAPHY DEVELOPED AND SUPPLIED BY SAKI AERIAL TOPOGRAPHICS DATED JANUARY 2, 2012.

PAD ELEVATION IS BASED ON A PRELIMINARY 5" SLAB SECTION. CONTRACTOR TO DETERMINE ULTIMATE SLAB THICKNESS BASED ON SOILS REPORT RECOMMENDATIONS.

EXISTING EASEMENT TO REMAIN

1. DENOTES 18' EASEMENT TO THE CITY OF MORENO VALLEY FOR LANDSCAPE PURPOSES PER INSTRUMENT NO. 025604, RECORDED JANUARY 9, 1997.
2. 7.5' EXISTING SIDEWALK EASEMENT PER PARCEL MAP 32328, END AT 20TH STREET

PROPOSED EASEMENT

1. A RECIPROCAL ACCESS EASEMENT WILL BE REQUIRED FOR THAT PORTION OF THE PROPOSED DRIVEWAY ON CACTUS AVENUE THAT IS LOCATED PARTIALLY OUTSIDE OF THE PROJECT BOUNDARY.
2. 7.5' EASEMENT FOR PUBLIC SIDEWALK PURPOSES TO BE DEDICATED ON PARCEL MAP
3. DENOTES 30' EASEMENT TO EMWD FOR SEWER MAIN FOR BUILDING ALTERNATIVE.
4. ADDITIONAL EASEMENT TO BE DEDICATED FOR LANDSCAPE PURPOSES

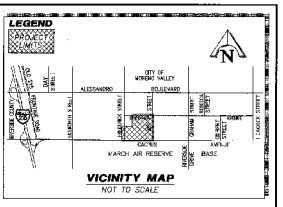

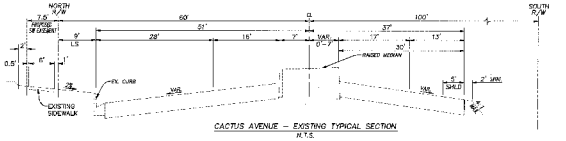

CACTUS AVENUE – EXISTING TYPICAL SECTION
N.T.S.

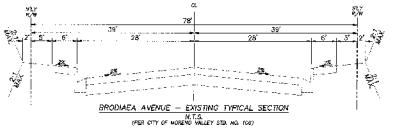

BRODIAEA AVENUE – EXISTING TYPICAL SECTION
N.T.S.
(PER CITY OF MORENO VALLEY STD. NO. 108)

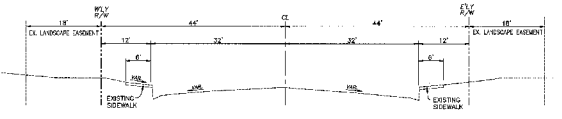

FREDERICK STREET – EXISTING TYPICAL SECTION
N.T.S.

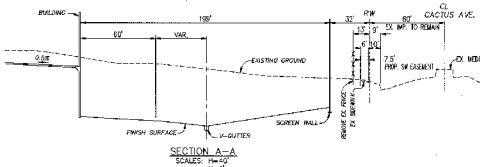

SECTION A–A
SCALES: H=40' V=4'

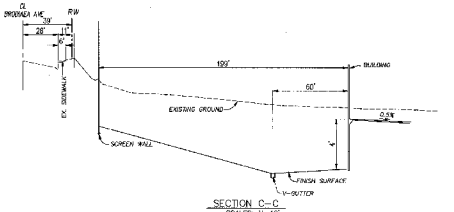

SECTION C–C
SCALES: H=40' V=4'

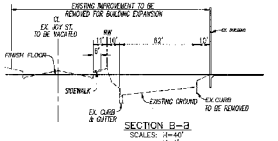

SECTION B–B
SCALES: H=40' V=4'

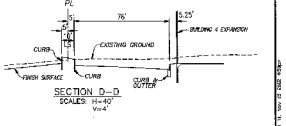

SECTION D–D
SCALES: H=40' V=4'

FLOW BASED BMP'S			
AREA	BMP	Q_{BMP}	ACRES
A1	CATCH BASIN FILTER	1.810 CFS	3.100
A2	CATCH BASIN FILTER	2.980 CFS	4.090

VOLUME BASED BMP'S			
AREA	BMP	V_{BMP}	ACRES
A1+A2	INFILTRATION BASIN	178.7 CF	7.190

GENERAL NOTES

1. GROSS & DISTURB AREA FOR
   LOT 4 EXPANSION = 21.30 AC
   LOT 11 = 7.59 AC
2. FLOOD ZONE X PANEL NO 060074 0020 B
   MAP REVISED MAY 17, 1993
3. PRELIMINARY EARTHWORK
   RAW CUT = 81005 CY
   RAW FILL = 12538 CY

   FINAL QUANTITIES WILL BE DETERMINED AT ROUGH GRADING AND FINAL DESIGN

LEGEND

- BMP DRAINAGE BOUNDARY
- PROPOSED STORM DRAIN
- PROPOSED SEWER
- PROPOSED WATER
- PROPOSED GRADE BREAK LINE
- PROPOSED R/W
- EXISTING R/W
- PROPOSED GRATING INLET
- PROPOSED CURB OPENING INLET
- FF PROPOSED FINISH FLOOR ELEVATION
- TP TOP OF PAVEMENT
- TG TOP OF GRATE
- FL FLOWLINE
- GF CURB FACE
- FS FINISHED SURFACE
- CB CATCH BASIN
- PL PROPERTY LINE
- R/W RIGHT-OF-WAY
- CL CENTERLINE
- PROP. PROPOSED
- EX. EXISTING
- DRWY DRIVEWAY
- DIRECTION OF FLOW
- LANDSCAPED AREA
- NOT A PART

WQMP NOTES

1. INSTALL STORM WATER CLARIFIER (CDS UNIT OR APPROVED EQUAL)
4. CONSTRUCT UNDERGROUND INFILTRATION CHAMBER SYSTEM
7. INSTALL CATCH BASIN FILTER (BIO-CLEAN OR APPROVED EQUAL) AND PROVIDE "NO DUMPING" STENCIL PER CITY REQUIREMENTS.

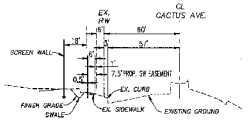

SECTION G–G
SCALES: H=40' V=4'

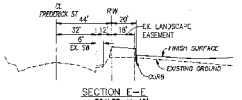

SECTION E–E
SCALES: H=40' V=4'

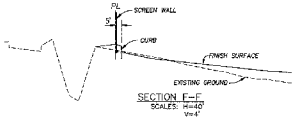

SECTION F–F
SCALES: H=40' V=4'

CONCEPTUAL GRADING, DRAINAGE, UTILITY & WQMP PLAN

FOR

MORENO VALLEY CENTERPOINTE

BUILDING 4 EXPANSION & LOT 11 PARKING ALTERNATIVE (PA12-0020 & PA12-0019)

CACTUS AVENUE & FREDERICK STREET

CITY OF MORENO VALLEY

HUITT-ZOLLARS

HUITT-ZOLLARS, INC.

3880 CONCOURS, SUITE 330 • ONTARIO, CALIFORNIA 91764 • (909) 941-7796

PREPARED BY: MAURICE M. MURAD — PLS 33368 — EXPIRES 5-30-14 — DATE

DESIGNED BY	MHM
DRAWN BY	MAY M.
CHECKED BY	MHM
FIELD BOOK	
JOB NO.	11-0214-24
SHEET	1 OF 1 SHEETS

MV00188075

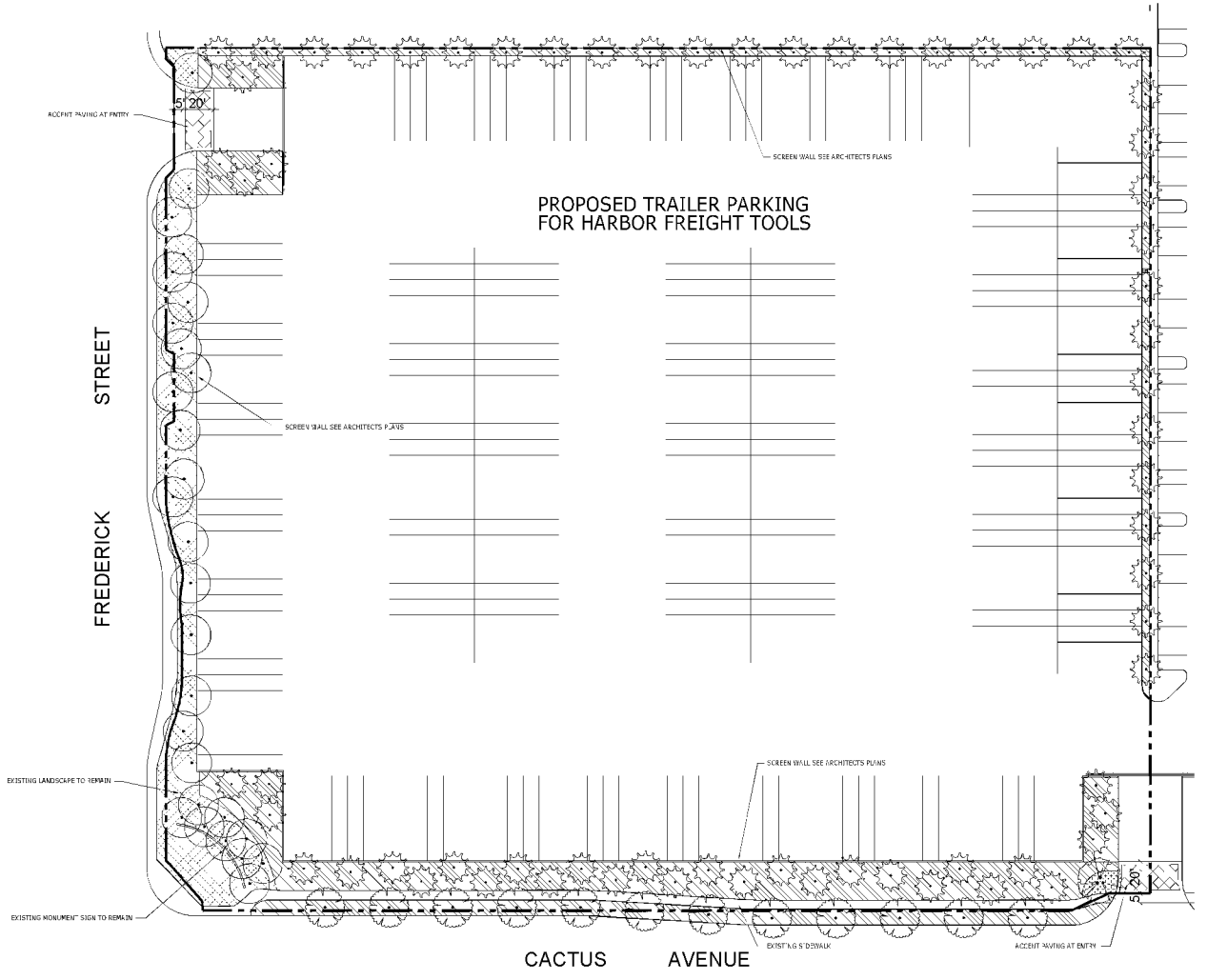

TREE PALETTE

TREES	BOTANICAL NAME	COMMON NAME	CONT	CAL	QTY
	Existing Tree To Remain	Protect In Place	Existing		32
	Koelreuteria bipinnata	Chinese Flame Tree Multi-Trunk	36"box	Med	1
	Pinus eldarica	Afghan Pine	15 Gal. & 24" Box	Low	66
	Rhus lancea	African Sumac	24"box	Low	12

ROOT BARRIER NOTE

ALL TREES WITHIN 8' OF HARDSCAPE SHALL BE IN A SPAN OVER LINEAR ROOT BARRIER 24" HIGH COLD WRAPPED AROUND. PLACE ROOT BARRIER ADJACENT TO HARDSCAPE AND CENTER ON TREE EXTENDING 5' IN BOTH DIRECTIONS FOR AN OVERALL LENGTH OF 10'.

CONCEPT PLANT SCHEDULE

SHRUB & GROUND COVER PALETTE - LOW WATER USE 21,154 sf

Acacia redolens "Desert Carpet" TM / Bank Catclaw
Anigozanthos flavidus "Gold Velvet" / Kangaroo Paw
Arbutus unedo / Strawberry Tree Shrub
Baccharis pilularis "Pigeon Point" / Coyote Brush
Callistemon citrinus / Lemon Bottlebrush Shrub
Carex tumulicola / Berkeley Sedge
Cassia artemisioides / Feathery Cassia
Cistus x purpureus / Orchid Rockrose
Elaeagnus pungens "Fruitlandia" / Silverberry
Heteromeles arbutifolia / Toyon
Macfadyena unguis-cati / Yellow Trumpet Vine
Muhlenbergia capillaris "Autumn Bloom" / Pink Muhly
Muhlenbergia rigens / Deer Grass
Myoporum parvifolium "Putah Creek" / Putah Creek Myoporum
Pennisetum advena "Rubrum" / Fountain Grass
Pennisetum messiacum "Fairy Tails" / Fountain Grass
Rosmarinus officinalis "Huntington Blue" / Rosemary
Rosmarinus officinalis "Tuscan Blue" / Tuscan Blue Rosemary
Salvia greggii "Furman's Red" / Furman's Red Salvia
Westringia fruticosa / Coast Rosemary

SHRUB & GROUND COVER PALETTE - MEDIUM WATER USE 273 sf

Aloe x spinosiflora "Edward Goucher" / Glossy Aloe
Dietes x "Green Gem" / Green Gem Dianwort
Dietes bicolor "Moness" / Fortnight Lily
Hemerocallis x "Lemon Yellow" / Daylily
Lagerstroemia "Texas Trout
Nandina domestica / Heavenly Bamboo
Phoenix x hybrida / Phoenix
Podocarpus gracilior "Column" / Fern Pine
Rhaphiolepis indica "Clara" / Indian Hawthorn
Rosa floribunda "Iceberg" / Iceberg Rose
Rosa x "Flower Carpet Pink" / Rose
Xylosma congestum / Shiny Xylosma

EXISTING LANDSCAPE TO REMAIN

EXISTING LANDSCAPE TO REMAIN PROTECT IN PLACE
ANY LANDSCAPE THAT IS DAMAGED DURING
CONSTRUCTION MUST BE REPLACED WITH IN KIND

MULCH NOTE

ALL PLANTER AREAS TO RECEIVE A 2" LAYER OF COVER MULCH AVAILABLE FROM EARTHWORKS (951) 271-0161

NORTH

0 30 60 90 feet
1" = 30'

Item No. E.2

Environs LANDSCAPE ARCHITECTURE
Planning Sustainability
Design Consultants

DATE

ON BEHALF OF/OWNER:
RIDGE MORENO VALLEY, LLC C/O
RIDGE PROPERTY TRUST
201 CONTINA - STE #A • LONG BEACH CA
TEL (562) 590-3147 • CONTACT: DAVE STIT

-593-

SHEET TITLE: PRELIMINARY LANDSCAPE PLAN

PROPOSED NEW BUILDING FOR:
CENTERPOINT BUSINESS PARK
Building 11
23400 Cactus Avenue, Moreno Valley, CA 92553

DRAWN BY: EKF
DATE: 4-30-12
JOB NO.: RIDGE0031
SHEET NO.: L-1
OF 1 SHTS.

LICENSED LANDSCAPE ARCHITECT
EDWARD K. FRANCO
No. 2498
Signature
10-30-12
Date of Date
STATE OF CALIFORNIA

MV00188076

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MV00188077

ATTACHMENT 9

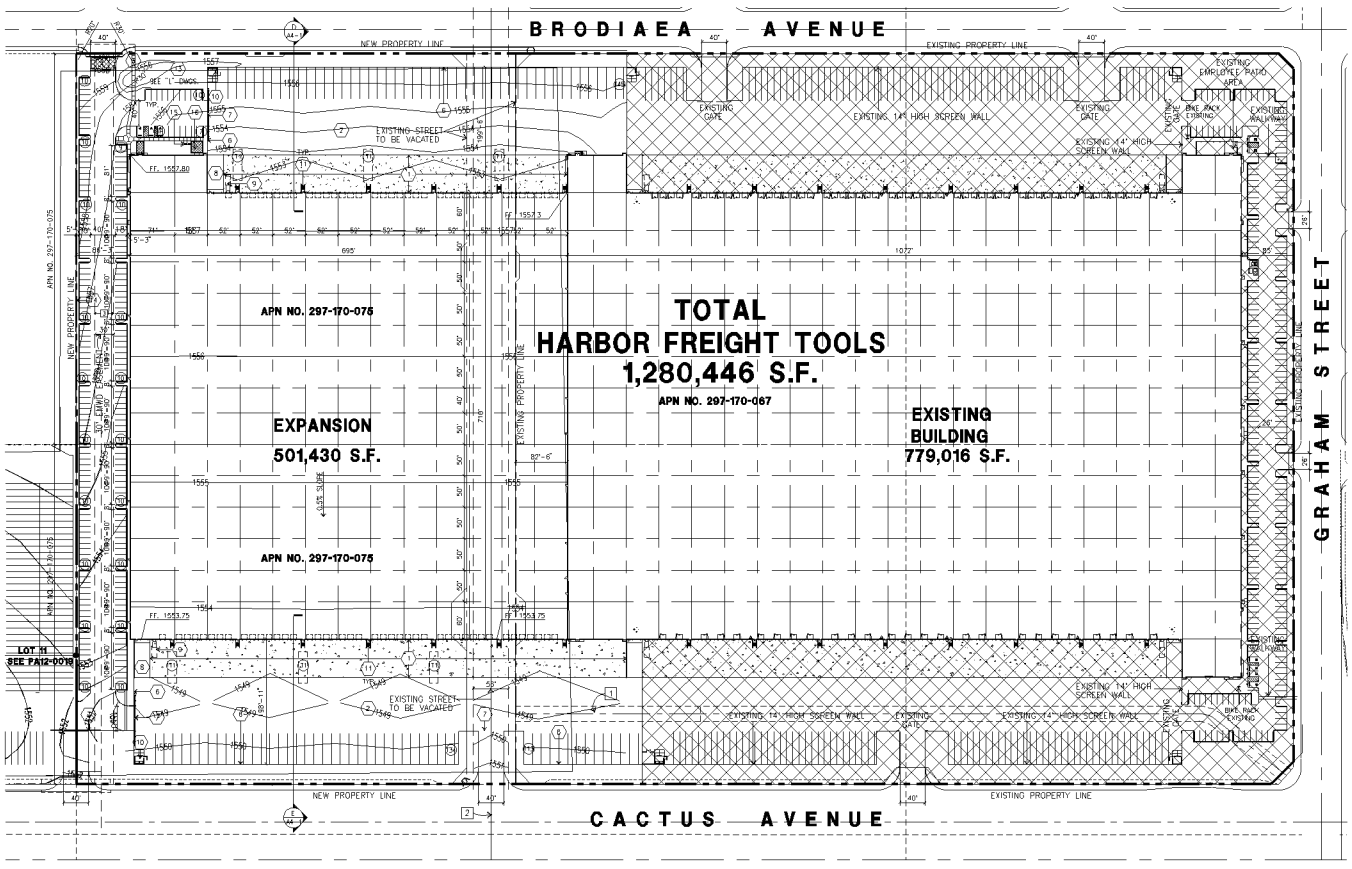

OVERALL SITE PLAN (A)
1"=80'-0"

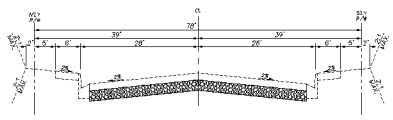

BROADIAEA AVENUE - TYPICAL SECTION (B)
N.T.S

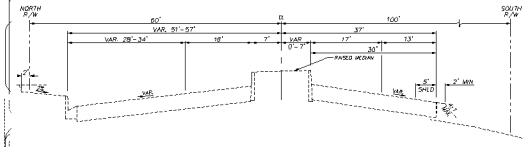

CACTUS AVENUE - TYPICAL SECTION (C)
N.T.S

site plan general notes

1. THE SOILS REPORT PREPARED BY ASSOCIATED SOILS ENGINEERING, IS TO BE A PART OF THESE CONTRACT DOCUMENTS.
2. IF SOILS ARE EXPANSIVE IN NATURE, USE STEEL REINFORCING FOR ALL SITE CONCRETE
3. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR CURB LINE U.N.O.
4. SEE "C" PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALES.
5. THE ENTIRE PROJECT SHALL BE PERMANENTLY MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM. PRIOR TO INSTALLATION & AT LEAST 60 DAYS BEFORE BLDG. COMPLETION.
6. SEE "C" DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.
7. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. SEE "C" DRAWINGS.
8. CONTRACTOR TO REFER TO "C" DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS
9. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS SEE "C"DRAWINGS FOR FINISH GRADE ELEVATIONS.
10. CONCRETE SIDEWALKS TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 8' O.C. EXPANSION/CONSTRUCTION JOINTS SHALL BE A MAXIMUM 1/2" EA. WAY W/ 1:20 MAX. SLOPE. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION FILLER MATERIAL OF 1/4". SEE "L" DRAWINGS FOR FINISH.
11. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT
12. CONSTRUCTION DOCUMENTS PERTAINING TO THE LANDSCAPE AND IRRIGATION OF THE ENTIRE PROJECT SITE SHALL BE SUBMITTED TO THE PLANNING DIVISION AND APPROVED BY PUBLIC FACILITIES DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMITS.
13. PRIOR TO FINAL CITY INSPECTION, THE LANDSCAPE ARCHITECT SHALL SUBMIT A CERTIFICATE OF COMPLETION TO PLANNING DIVISION.
14. ALL LANDSCAPE AND IRRIGATION DESIGNS SHALL MEET CURRENT CITY STANDARDS AS LISTED IN GUIDELINES OR AS OBTAINED FROM PLANNING DIVISION.
15. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB
16. APPROVED CONCEPTUAL LANDSCAPE PLAN PRIOR TO GRADING PERMIT
17. ALL ROOF DRAINS SHALL BE DIRECTED TO A LANDSCAPE AREA.

site plan keynotes

1. 6" THICK MINIMUM, REINFORCED CONCRETE TRUCK APRON, W/ #3 @ 18" O.C.E.W. 3500 PSI W. CONSTRUCTION AND/OR EXPANSION JOINTS A MAXIMUM OF 16'-0" O.C. EXPANSION JOINTS TO BE A MIN. OF 1-1/2" DEEP AND A MAXIMUM ULTIMATE WIDTH OF 1/4". VERIFY WITH SOILS ENGINEER. PROVIDE HEAVY BROOM FINISH. ALL JOINTS TO BE CLEANED AN FILLED W/ ASPHALTIC CAULKING.
2. ASPHALT CONCRETE (AC) PAVING PER SOILS ENGINEER RECOMMENDATION AS APPROVED BY THE CITY
3. CONCRETE WALKWAY
4. DRIVEWAY APRONS TO BE CONSTRUCTED PER CITY STANDARD 118C MODIFIED. PROVIDE STAMPED CONCRETE W/ LIGHT BROOM FIN. AT ALL DRIVE LOCATIONS. PROVIDE VERTICAL & HORIZONTAL EXPANSION JOINTS AT A MAXIMUM OF 15' O.C. SPACING.
5. 5'-0"X5'-0"X4" THICK CONCRETE EXTERIOR LANDING PAD TYP. AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREAS. FINISH TO BE MEDIUM BROOM FINISH PROVIDE WALK TO PUBLIC WAY OR DRIVE WAY AS REQ BY CITY INSPECTOR.
6. 14' HIGH CONCRETE TILT-UP SCREEN WALL
7. 8'H WROUGHT IRON SLIDING GATE.
8. CONCRETE RAMP
9. TRASH COMPACTOR
10. TRASH ENCLOSURE TO BE TWO BIN AND FULLY COVERED PER CITY STANDARD
11. CONCRETE STAIRS AND LANDING
12. 12' X 14' DRIVE-IN DOOR
13. LANDSCAPE, SEE CONCEPTUAL LANDSCAPE PLAN.
14. 8' HIGH VINYL-COATED CHAIN-LINK FENCE SHADING
15. BIKE RACK, EACH RACK HOLDS 7 BIKES
16. 20' X 20' PATIO AREA

site legend

- LANDSCAPE AREA
- AC. PAVING
- CONCRETE PAVING
- STANDARD PARKING STALL 9' X 18'
- HANDICAP PARKING STALL. 9' X 18' W/ 2' O.H. SEE DETAIL 11/A0.1
- EXISTING RIGHT OF WAY
- PROPOSED PROPERTY LINE
- ADA PATH OF TRAVEL
- EXISTING SITE TO REMAIN
- EXISTING BUILDING TO REMAIN

easement notes

1. DENOTES FLOOD CONTROL EASEMENTS OF THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT. PER INSTR NO. 2006-0437088, RECORDED JUNE 16, 2006 AND INSTR NO. 2006-0435899, RECORDED JUNE 16, 2006.
2. A RECIPROCAL ACCESS EASEMENT WILL BE REQUIRED FOR A PORTION OF THE PROPOSED DRIVEWAY ON CACTUS AVENUE LOCATED OUTSIDE OF THE PROJECT BOUNDARY
3. 30' EMWD EASEMENT

vicinity map

N.T.S.

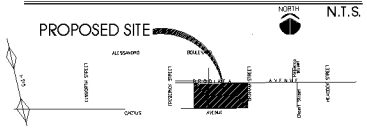

ATTACHMENT 8

project information

Owner / Applicant
RIDGE MORENO VALLEY, LLC
201 COVINA AVE. - STE #8
LONG BEACH, CA 90803
TEL: (562) 856-3819
CONTACT: DENIS PICE

Architect
HPA, INC.
18831 BARDEEN AVE. SUITE #100
IRVINE, CA 92612
TEL: (949) 863-1770
CONTACT: JAIME CRUZ

Applicant's Representative
INLAND EMPIRE DEVELOPMENT SERVICES, INC
931 MONARCH COURT
BEAUMONT, CA 92223
TEL: (909) 845-1003
CONTACT. GIL SAENZ

Civil Engineer
HUITT ZOLLARS
3090 CONCOURS STE 330
ONTARIO, CA 91764
TEL: (909) 941-7799
CONTACT: MAHMOUD MURAD

Landscape Architect
ENVIRONS
1748 N. BROADSPORT AVE
CLAREMONT, CA 91711
TEL: (909) 626-4863
CONTACT: BRETT FRENCH

Zoning
LI (LIGHT INDUSTRIAL)
Assessors Parcel Number
297-170-067
297-170-075
297-170-076

Legal Description
PARCEL 4, OF PARCEL MAP No. 32326, AS SHOWN ON MAP FILED IN BK. 218, PGS. 34 THRU 42, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA TOGETHER WITH LOTS 3 AND 6, BLK 259, OF MAP NO. 1 BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO. AS SHOWN BY MAP ON FILE IN BK. 11, PG. 10 OF MAPS RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA

utility information

TELEPHONE:
VERIZON
120 SO JUANITA ST.
HEMET, CA 92543
PHONE: (951) 658-7305
CONTACT: PHIL BIRLINGER

ELECTRIC
MORENO VALLEY UTILITIES
14177 FREDERICK ST
MORENO VALLEY, CA 92555
PHONE: (951) 413-3480
CONTACT: MICHELLE PIERCE

GAS
THE GAS COMPANY
25200 TRUMBLE ROAD SC 8058
ROMOLAND, CA 92380
PHONE: (951) 335-3902
CONTACT: DAVE MULLIGAN

WATER
EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE ROAD
PERRIS, CA 92571
PHONE: (951) 928 - 3777
CONTACT: NEW BUSINESS

SEWER
EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE ROAD
PERRIS, CA 92571
PHONE: (951) 928-3777
CONTACT: NEW BUSINESS

CABLE - TV
TIME WARNER
1520 AUTO CENTER DR.
ONTARIO, CA 91761
PHONE: (951) 375-3380
(951) 390-4777
CONTACT: MARK DAUENHAUER

1" = 80'-0"
0 80 160 240

REFERENCE NORTH TRUE NORTH

OVERALL SITE PLAN

tabulation

	Building
Site Area	
in s.f.	2,247,890
in acres	51.60
Building Area	
office	11,690
warehouse	1,268,756
Total Building Area	1,280,446
Coverage	57.0%
Parking Required	
office @ 1/250	47
warehouse 1st 20K sf @ 1/1,000	20
warehouse 2nd 20K sf @ 1/2,000	10
warehouse above 20k sf @ 1/4,000	307
Total Parking Required	384
Parking Provided	
standard (9'x18')	422
handicap (9'X18')	9
Total Parking Provided	431
Trailer Parking Required	
(1 trailer parking per dock door)	
New Dock Doors	78
Trailer Parking Provided (14'x50')	
existing trailer (10x53')	131
new trailer (14'x50')	98
Total trailer parking provided	229
Landscape Provided	180,171
% of Landscape Provided	8.0%
NOTE:	
*Bike rack - 5% of total parking required	22 Bikes

HPA architecture

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Owner:
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RIDGE PROPERT
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Project:
CENTERPOINT BUSINESS PARK
Building 4
HARBOR FREIGHT TOOLS EXPANSION
23400 Cactus Ave.
Moreno Valley, CA 92555

Consultants:
CIVIL Huitt-Zollars
STRUCTURAL
MECHANICAL
PLUMBING
ELECTRICAL
LANDSCAPE Environs
FIRE PROTECTION
SOILS ENGINEER

Title: SITE PLAN
Project Number: 12022
Drawn by: JAIME CRUZ
Date: OCTOBER 19, 2012
Revision:

PA 12-0020

Sheet:
A1.1
SITE PLAN
09/26/2012

Item No. E.2

MV00188078

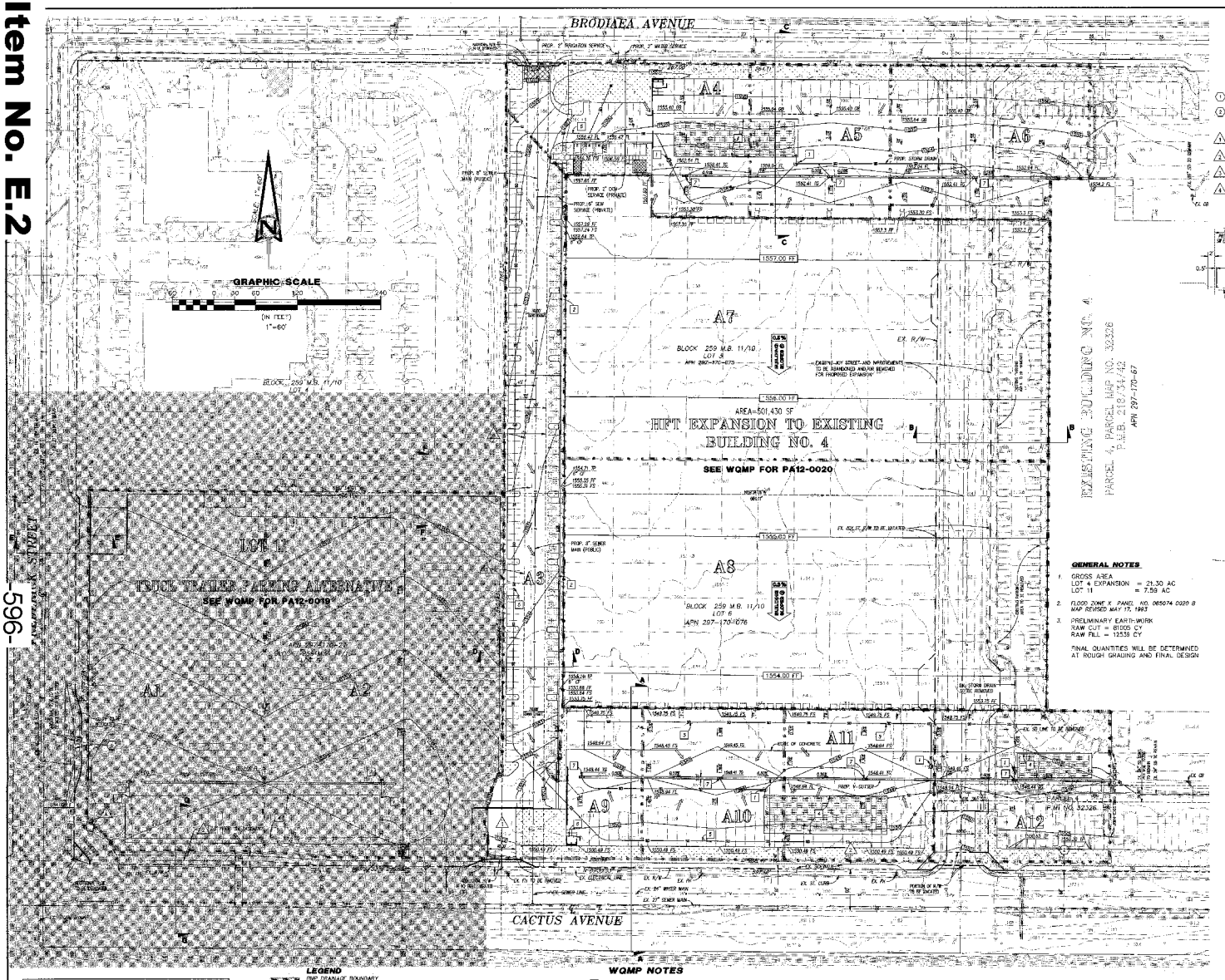
BRODIAEA AVENUE
CACTUS AVENUE
GRAPHIC SCALE
(IN FEET)
1"=60'
A1
A2
A3
A4
A5
A6
A7
A8
A9
A10
A11
A12
LOT 11
TRUCK TRAILER PARKING ALTERNATIVE
SEE WQMP FOR PA12-0019
HFT EXPANSION TO EXISTING BUILDING NO. 4
SEE WQMP FOR PA12-0020
AREA=501,430 SF
EXISTING BUILDING NO. 4
PARCEL 4, PARCEL MAP NO. 32328
P.M.B. 218/34-42
APN 297-170-67
BLOCK 259 M.B. 11/10
LOT 8
APN 297-170-075
BLOCK 259 M.B. 11/10
LOT 6
APN 297-170-076
EXISTING JOY STREET AND IMPROVEMENTS TO BE ABANDONED AND/OR REMOVED FOR PROPOSED EXPANSION
EX. R/W
1557.00 FF
1556.00 FF
1555.00 FF
1554.00 FF
EX. ADJ. FLOW TO BE MAINTAINED
EX. STORM DRAIN TO BE REMOVED
EX. SD LINE TO BE REMOVED
EX. ELECTRICAL LINE
EX. 24" WATER MAIN
EX. 27" SEWER MAIN
EX. SIDEWALK
EX. ST. CURB
EX. FH
PORTION OF R/W TO BE VACATED
EX. CO TO BE RAISED
EX. CURB
EX. SIDEWALK
EXISTING SIDEWALK
EXISTING SIDEWALK
EXISTING

PLANT PALETTE

TREES	BOTANICAL NAME	COMMON NAME	CONT	WUCOL	QTY
	Eucalyptus sideroxylon 'Rosea'	Red Ironbark	15 gal	Low	22
	Existing Tree to Remain	Protect In Place	Existing		304
	Koelreuteria bipinnata	Chinese Flame Tree Multi-Trunk	36"box	Med	5
	Lagerstroemia x 'Muskogee'	Lavender Crape Myrtle Std.	24"box	Med	8
	Pinus eldarica	Afghan Pine	15 Gal. & 24" Box	Low	42
	Platanus racemosa	California Sycamore	15 gal	Med	22
	Platanus x acerifolia 'Bloodgood'	London Plane Tree	24"box		16
	Rhus lancea	African Sumac	24"box	Low	25

ROOT BARRIER NOTE

SHRUB & GROUND COVER PALETTE

SHRUB & GROUND COVER PALETTE - LOW WATER USE — 15,220 sf

Acacia redolens 'Desert Carpet' TM / Bank Catclaw
Anigozanthos flavidus 'Gold Velvet' / Kangaroo Paw
Arbutus unedo / Strawberry Tree Shrub
Baccharis pilularis 'Pigeon Point' / Coyote Brush
Ceanothus ostrinus / Lemon Ceanothus Shrub
Carex tumulicola / Berkeley Sedge
Carex texensis / Texas Sedge
Cistus x purpureus / Orchid Rockrose
Elaeagnus pungens 'Frosted' / Silverberry
Heteromeles arbutifolia / Toyon
Macfadyena ungis-cati / Yellow Trumpet Vine
Muhlenbergia capillaris 'Autumn Blush' / Pink Muhly
Muhlenbergia rigens / Deer Grass
Myoporum parvifolium 'Putah Creek' / Putah Creek Myoporum
Pennisetum advena 'Rubrum' / Fountain Grass
Pennisetum messiaeum 'Fairy Tails' / Fountain Grass
Rosmarinus officinalis 'Huntington Blue' / Rosemary
Rosmarinus officinalis 'Tuscan Blue' / Tuscan Blue Rosemary
Salvia greggii 'Furman's Red' / Furman's Red Salvia
Westringia fruticosa / Coast Rosemary

SHRUB & GROUND COVER PALETTE - MEDIUM WATER USE — 3,332 sf

Abelia x grandiflora 'Edward Goucher' / Glossy Abelia
Buxus x 'Green Gem' / Green Gem Boxwood
Dietes bicolor 'Moraea' / Fortnight Lily
Hemerocallis x 'Lemon Yellow' / Daylily
Liquidamber styraciflua / Texas Forest
Nandina domestica / Heavenly Bamboo
Photinia x fraseri / Photinia
Podocarpus gracilior 'Column' / Fern Pine
Rhaphiolepis indica 'Clara' / Indian Hawthorn
Rosa floribunda 'Iceberg' / Iceberg Rose
Rosa x 'Flower Carpet Pink' / Rose
Xylosma congestum / Shiny Xylosma

EXISTING LANDSCAPE TO REMAIN

EXISTING LANDSCAPE TO REMAIN PROTECT IN PLACE

MULCH NOTE

ALL PLANTER AREAS TO RECEIVE A 2" LAYER OF COVER MULCH AVAILABLE FROM EARTHWORKS (951) 270-0061

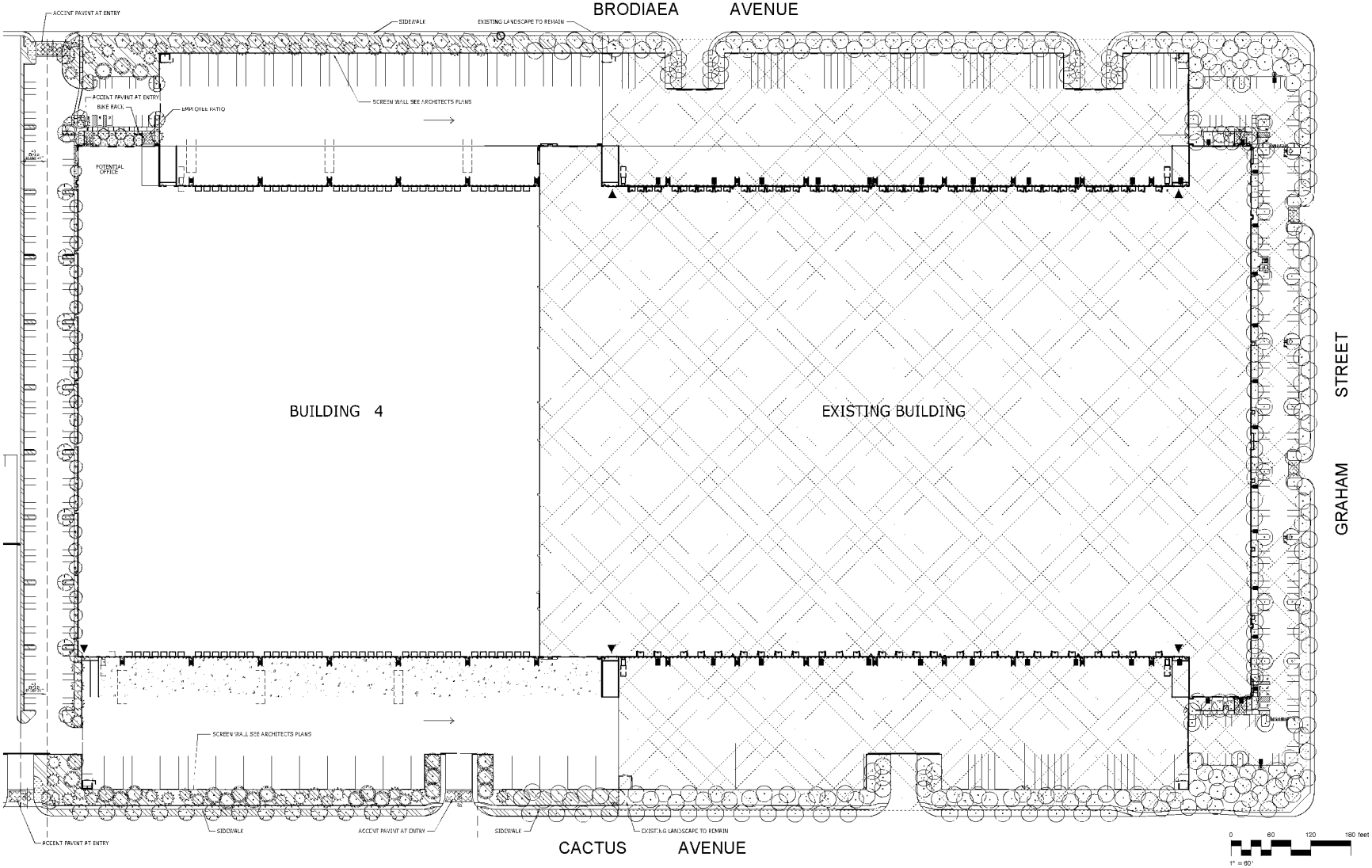

NORTH

Item No. E.2

Environs LANDSCAPE ARCHITECTURE

OWNER/DEVELOPER: RIDGE MORENO VALLEY, LLC C/O RIDGE PROPERTY TRUST
301 CONTOL, STE 48 • LONG BEACH, CA
TEL (562) 599-0918 • CONTACT: ANTHONY

SHEET TITLE: PRELIMINARY LANDSCAPE PLAN

PROJECT NAME: CENTERPOINT BUSINESS PARK
Building 4
HARBOR FREIGHT TOOLS EXPANSION
24601 Nandina Avenue, Moreno Valley, CA 92553

DRAWN BY: DK DATE: 4 30 12
JOB NO. RIDGE.C001
SHEET NO. L-1 OF 1 SHTS.

-597-/-65-

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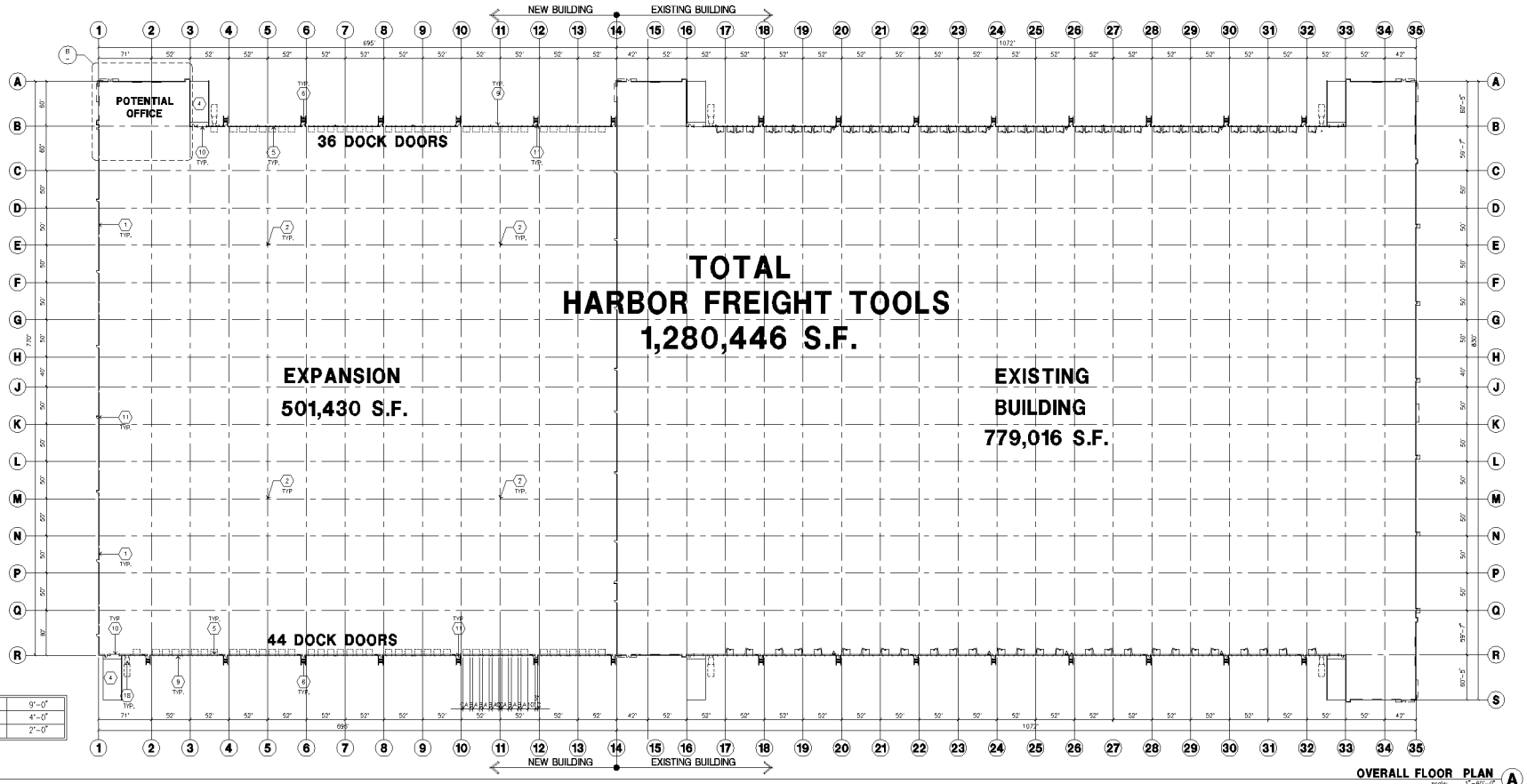

OVERALL FLOOR PLAN (A)
scale: 1"=60'-0"

KEYNOTES - FLOOR PLAN

1. CONCRETE TILT-UP PANEL. SEE "S" DWGS. FOR THICKNESS AND STEEL REQUIREMENTS.
2. STRUCTURAL STEEL COLUMN. SEE "S" DRAWINGS FOR SIZE.
3. TYPICAL STOREFRONT SYSTEM WITH GLAZING. SEE OFFICE BLOW-UP AND ELEVATIONS FOR SIZE, COLOR AND LOCATIONS.
4. CONCRETE RAMP W/ 42"HIGH CONC TILT-UP GUARD WALL OR BUILDING WALL ON BOTH SIDE OF RAMP. SEE "S" DWG FOR DETAIL.
5. 9'-0" X 10' TRUCK DOOR, SECTIONAL O'H., STANDARD GRADE.
6. EXTERIOR CONCRETE STAIR
7. 5"-6"x5'-6"x4" THICK CONCRETE EXTERIOR LANDING PAD TYPICAL AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREA FINISH TO BE MEDIUM BROOM FINISH. SLOPE TO BE 1/4" : 12" MAX. PROVIDE WALK TO HARD SURFACE PER CITY REQUIREMENTS.
8. LOUVERED OPENING FOR VENTILATION.
9. DOCK DOOR BUMPER
10. 12' X 14' DRIVE THRU, SECTIONAL O.H., STANDARD GRADE. DESIGNED TO RESIST WIND 90 MPH., EXPOSURE "C".
11. 3'x7' HOLLOW METAL EXTERIOR MAN DOOR. DESIGNED TO RESIST WIN 90 MPH., EXPOSURE "C".
12. SCRIPT LINE ARCHT.
13. BRACE FRAME. SEE "S" DWGS
14. CONC FILLED GUARD POST, 6" DIA. U.N.O. 42"H.
15. EXTERIOR DOWNSPOUT WITH OVERFLOW SCUPPER.
16. Z GUARD.
17. APPROXIMATE LOCATION OF ROOF TOP UNIT.
18. TRASH COMPACTOR (N.I.C.) PROVIDE SPRINKLERS PER CODE REQUIREMENTS. INSTALLER SHOULD PAINT TO MATCH BUILDING

GENERAL NOTES - FLOOR PLAN

A. THIS BUILDING IS DESIGNED FOR HIGH PILE STORAGE WITH FIRE ACCESS MAN DOORS AT 100' MAXIMUM O.C. A SEPARATE PERMIT WILL BE REQUIRED FOR ANY RACKING/CONVEYER SYSTEMS
B. FIRE HOSE LOCATIONS SHALL BE APPROVED PER FIRE DEPARTMENT.
C. THE BUILDING FLOOR SLAB IS SLOPED. SEE "C" DRAWINGS FOR FINISH SURFACE ELEVATIONS.
D. NOT USED
E. WAREHOUSE INTERIOR CONCRETE WALLS ARE PAINTED WHITE. COLUMNS ARE TO RECEIVE PRIMER ONLY. ALL OFF. BD. WALLS IN WAREHOUSE TO RECEIVE 1 COAT OF WHITE TO COVER.
F. SLOPE ROLLP STRIP 1/2" TO EXTERIOR AT ALL MANDOOR EXITS SEE "S" DRAWINGS FOR ROLLP STRIP LOCATION.
G. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE PANEL WALL, GRIDLINE, OR FACE OF STUD U.N.O.
H. SEE CIVIL DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR TO VERIFY ACTUAL UTILITY LOCATIONS. PLUMBING/ELECTRICAL COORDINATION.
I. FOR DOOR TYPES AND SIZES, SEE DETAIL SHEET A0.4. NOTE: ALL DOORS PER DOOR SCHEDULE ARE FINISH OPENINGS.
J. CONTRACTOR TO PROTECT AND KEEP THE FLOOR SLAB CLEAN. ALL EQUIPMENT TO BE DAMPENED INCLUDING CARS AND TRUCKS
K. ALL EXIT MAN DOORS IN WAREHOUSE TO HAVE ILLUMINATED EXIT SIGN HARDWARE.
L. HIGHLY FLAMMABLE AND COMBUSTIBLE MATERIAL SHALL NOT BE USED OR STORED IN THIS BUILDING.
M. EACH EXTERIOR EXIT DOOR SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS "EXIT". THE MOUNTING HEIGHT FOR SUCH SIGNAGE SHALL BE 60" FROM FINISH FLOOR LEVEL TO THE CENTER OF THE SIGN.
N. NON-ACCESSIBLE DOOR PROVIDE WARNING SIGN LOCATED IN THE INTERIOR SIDE PER CBC 11.3.3B.1.1.1
O. ALL ROOF MOUNTED MATERIALS SHALL BE FULLY SCREENED FROM PUBLIC VIEW.

FLOOR SLAB AND POUR STRIPS REQ.

THESE NOTES ARE VERY MIN. REQUIREMENT. SEE "S" DWGS FOR ADDITIONAL REQUIREMENTS

1. FLOOR COMPACTION - 95%
2. TRENCH COMPACTION - 90%
3. BUILDING FLOOR SLAB:
   A. 6" THICK MIN. UNREINFORCED CONCRETE OVER COMPACTED SOILS
   B. 3/4" - 16"LONG @ 12" O.C. DOWELS AT ALL CONSTRUCTION JOINTS
   3/4" - 16"LONG @ 24" O.C. DOWELS IN DOWEL BASKET AT ALL CONTROL JOINTS
   C. 4,000 P.S.I. REQUIREMENT.
   D. SLUMP TO BE 4" +/- 1"
   E. JOINT SPACING PER A.C.I. 302-1R-96
   F. SAW-CUT DEPTH 1/4 T. SOFT SAW-CUTTING WITHIN 2 HRS OF FINISHING
4. CONTRACTOR TO BUILD FOR CLASS V FLOOR PER A.C.I 302-1R-96
5. NOT USED
6. CONCRETE SLAB TO HAVE STEEL FLOAT HARD TROWEL BURNISHED FINISH.
7. CONTRACTOR TO CURE SLAB TO BE WET CURING USING BURLINE FOR 7 DAYS MIN.
8. ALL EQUIPMENT & MOVING VEHICLES SHALL BE DAMPENED.
9. NO CRANES, CONCRETE TRUCKS, OR ANYTHING HEAVIER WILL BE PLACED ON THE SLAB.
10. SLAB TO BE FF35 FL24 MEASURED WITHIN 24 HOURS.
11. NO FLY ASH IN THE CONCRETE
12. WHERE [hatched] INDICATED, PROVIDE VAPOR BARRIER (15MIL STEGO OR EQUAL) UNDER THE CONCRETE SLAB. PROVIDE SAND PER SOILS ENGINEER OR MANUFACTURER'S RECOMMENDATION.
    CONCRETE SLAB IN FUTURE OFFICE AREAS WHERE SAND OVER VAPOREN ARE REQUIRED, SHALL BE NATURALLY HYDRATED WITHOUT USE OF BURLINE, CURING COMPOUND, OR RELEASE AGENTS.
    CONTROL/CONSTRUCTION JOINTS SHALL NOT BE FILLED WITH MM-80 JOINT FILLER IN FUTURE OFFICE AREAS
13. SEAL CONCRETE SLAB W/ "LIPSOLITH" SEALER

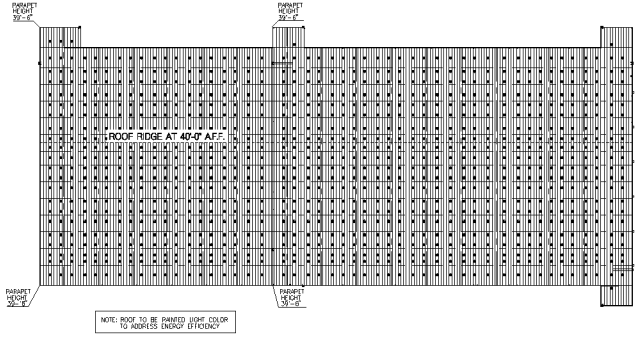

OVERALL ROOF PLAN (C)
scale: 1"=150'-0"

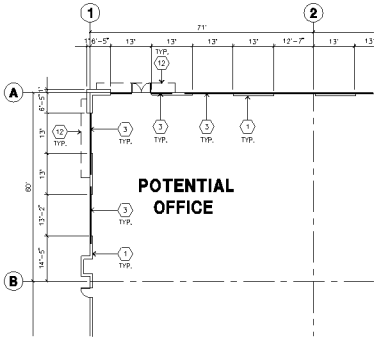

ENLARGED FLOOR PLAN (B)
scale: 1/16"=1'-0"

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Project:
CENTERPOINT BUSINESS PARK
Building 4
HARBOR FREIGHT TOOLS EXPANSION
23400 Cactus Ave.
Moreno Valley, CA 92555

Consultants:

CIVIL	Hulte-Zollars
STRUCTURAL	
MECHANICAL	
PLUMBING	
ELECTRICAL	
LANDSCAPE	Environs
FIRE PROTECTION	
SOILS ENGINEER	

Title: FLOOR PLAN

Project Number: 12022
Drawn by: JAIME CRUZ
Date: OCTOBER 19, 2012
Revision:

PA 12-0020

Sheet:
A2.1
FLOOR PLAN
09/26/2012

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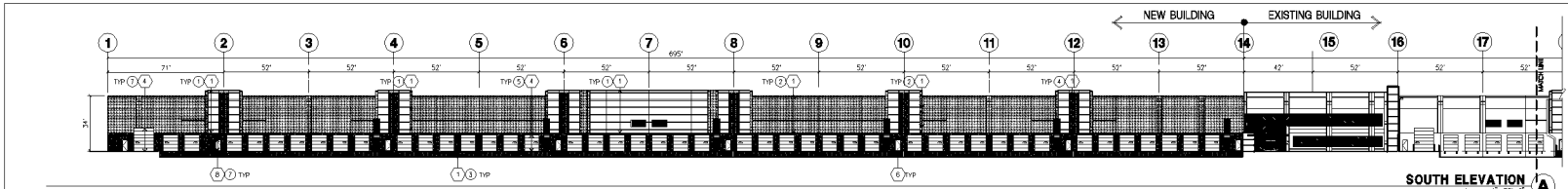

SOUTH ELEVATION (A)
scale: 1" = 30'-0"

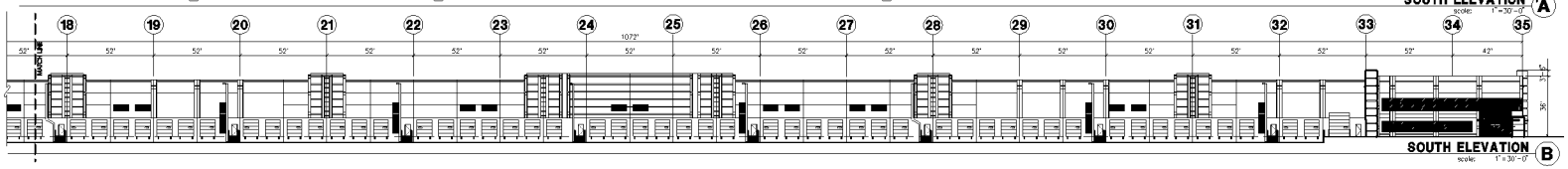

SOUTH ELEVATION (B)
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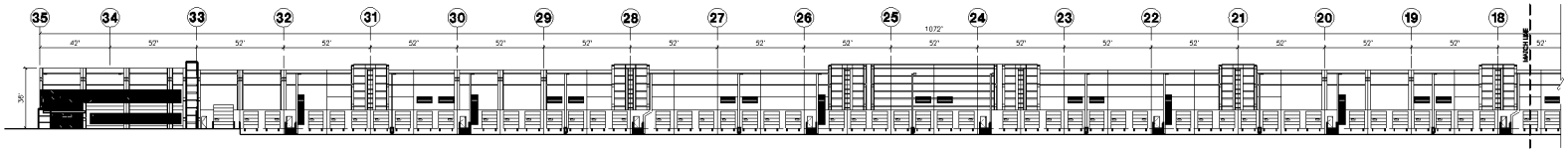

NORTH ELEVATION (C)
scale: 1" = 30'-0"

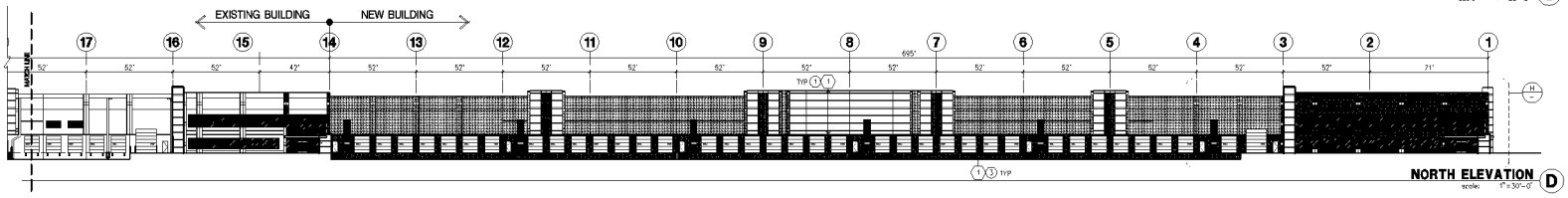

NORTH ELEVATION (D)
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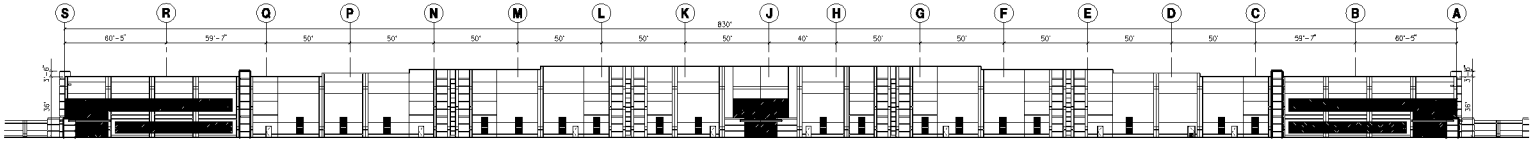

EXISTING EAST ELEVATION (E)
scale: 1" = 30'-0"

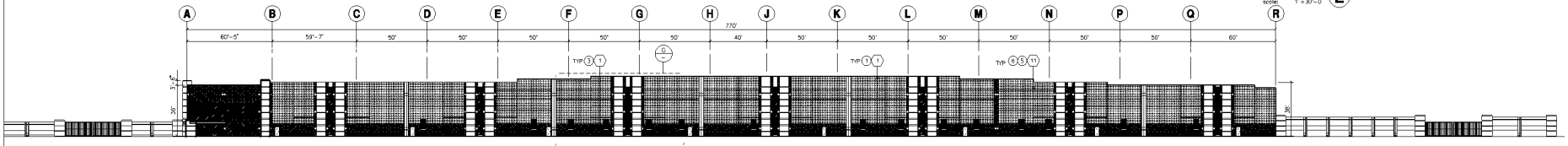

NEW- WEST ELEVATION (F)
scale: 1" = 30'-0"

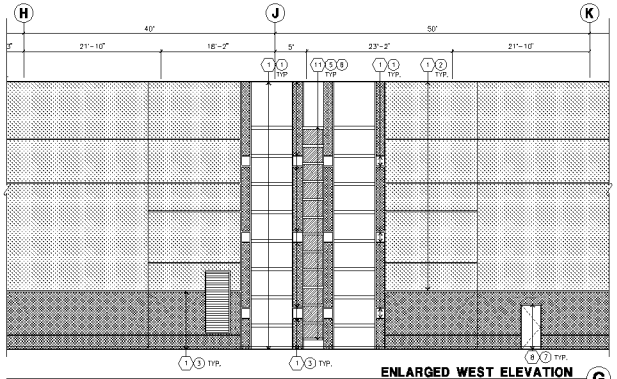

ENLARGED WEST ELEVATION (G)
scale: 1/8" = 1'-0"

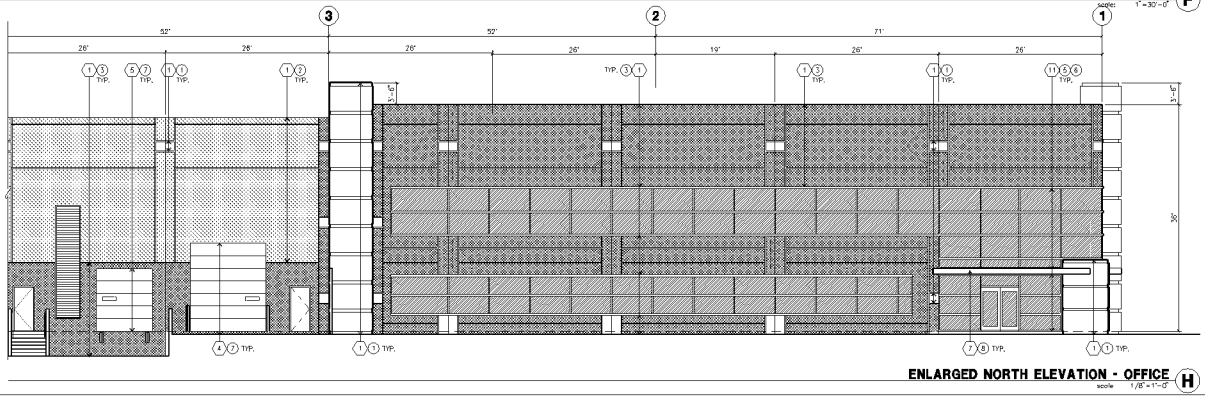

ENLARGED NORTH ELEVATION - OFFICE (H)
scale: 1/8" = 1'-0"

KEYNOTES - ELEVATIONS

1. CONCRETE TILT-UP PANEL(PAINTED). FINISH GRADE WAFER, SEE "C" DRAWINGS. WATERPROOF ALL WALLS WHERE GRADE IS HIGHER AND EXPOSED TO THE WEATHER ONE SIDE. WATERPROOFING TO BE PROTECTED WITH DRIFTECTION BOARD AND A MIN. OF 6" OF GRAVEL. PROVIDE TRENCH DRAIN AT BOTTOM AND DAYLIGHT TO CURB OR TIE TO STORM DRAIN. NOT REQUIRED AT DOCK HIGH CONDITION OR AT RAMP WALLS.
2. PANEL JOINT.
3. PANEL REVEAL. ALL REVEALS TO HAVE A MAX OF 3/8" CHAMFER. REVEAL COLOR TO MATCH ADJACENT BUILDING FIELD COLOR, U.N.O.
4. OVERHEAD DOOR @ GRADE HIGH. SEE DOOR SCHEDULE. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND.
5. OVERHEAD DOOR @ DOCK HIGH. SEE DOOR SCHEDULE. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND.
6. CONCRETE STAIR, LANDING AND GUARDRAIL W/ METAL PIPE HANDRAIL. PROVIDE NON SHED NOSING TO MEET ADA REQUIREMENTS. PROVIDE CONTRASTING COLORED 2" WIDE WARNING STRIPE INTEGRAL TO CONCRETE AT TOP LANDING AND BOTTOM TREAD PER ADA REQUIREMENTS.
7. CANOPY
8. HOLLOW METAL DOORS SEE DOOR SCHEDULE PROVIDE COMPLETE WEATHER STRIPPING ALL AROUND DOOR PROVIDE FOR RAIN DIVERTER ABOVE DOOR.
9. EXTERIOR DOWNSPOUT AND OVERFLOW SCUPPER
10. DOCK BUMPER
11. ALUMINUM STOREFRONT FRAMING WITH TEMPERED GLAZING AT ALL DOORS, SIDELITES ADJACENT TO DOORS AND GLAZING WITH BOTTOMS LESS THAN 18" ABOVE FINISH FLOOR ELEVATION.

GENERAL NOTES - ELEVATIONS

A. ALL PAINT COLOR CHANGES TO OCCUR AT INSIDE CORNERS UNLESS NOTED OTHERWISE.
B. ALL PAINT FINISHES ARE TO BE FLAT UNLESS NOTED OTHERWISE.
C. T.O.P. EL = TOP OF PARAPET ELEVATION
D. F.F. = FINISH FLOOR ELEVATION
E. STOREFRONT CONSTRUCTION, GLASS, METAL ATTACHMENTS AND LINTELS SHALL BE DESIGNED TO RESIST 80 MPH. EXPOSURE "C" WINDS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PRIOR TO INSTALLATION.
F. CONTRACTOR SHALL FULLY PAINT ONE CONCRETE PANEL W/ SELECTED COLORS. ARCHITECT AND OWNER SHALL APPROVE PRIOR TO PAINTING REMAINDER OF BUILDING.
G. BACK SIDE OF PARAPETS TO HAVE SMOOTH FINISH AND BE PAINTED WITH ELASTOMERIC PAINT.
H. TOP SPANDREL GLAZING ALLOW SPACE BEHIND SPANDREL TO BREATH.
J. USE ADHESIVE BACK WOOD STRIPS FOR ALL REVEAL FORMS.
K. THE FIRST COAT OF PAINT TO BE ROLLED-ON AND THE SECOND COAT TO BE SPRAYED-ON

COLOR SCHED. - ELEVATIONS

1. CONCRETE TILT-UP PANEL PAINT BRAND. FRAZEE 001 WHITE
2. CONCRETE TILT-UP PANEL PAINT BRAND. FRAZEE 8181W HARBOR BLANCHE
3. CONCRETE TILT-UP PANEL PAINT BRAND. FRAZEE 549 PRESIDIO AT SUNSET
4. CONCRETE ACCENT SQUARE PAINT BRAND. FRAZEE 8475D CAVALIER
5. GLAZING COLOR: BLUE REFLECTIVE (MEDIUM PERFORMANCE)
6. MULLIONS PAINT BRAND. CLEAR ANODIZED
7. DOORS PAINT BRAND. FRAZEE 549 PRESIDIO AT SUNSET
8. CANOPY PAINT BRAND. FRAZEE 8181W HARBOR BLANCHE

GLAZING LEGEND

- SPANDREL GLASS
- TEMPERED VISION GLASS
- VISION GLASS

PAINT AND MATERIAL LEGEND

1 2 3 4

HPA architecture

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Item No. E.2

Owner:

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RIDGE PROPERTY
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Project:

CENTERPOINT BUSINESS PARK
Building 4

HARBOR FREIGHT TOOLS EXPANSION

23400 Cactus Ave.
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Consultants:

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STRUCTURAL	
MECHANICAL	
PLUMBING	
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FIRE PROTECTION	
SOILS ENGINEER	

Title: elevation

Project Number: 12022
Drawn by: JAIME CRUZ
Date: OCTOBER 19, 2012
Revision:

PA 12-0020

Sheet:

A3.1
Elevation
09/27/2012

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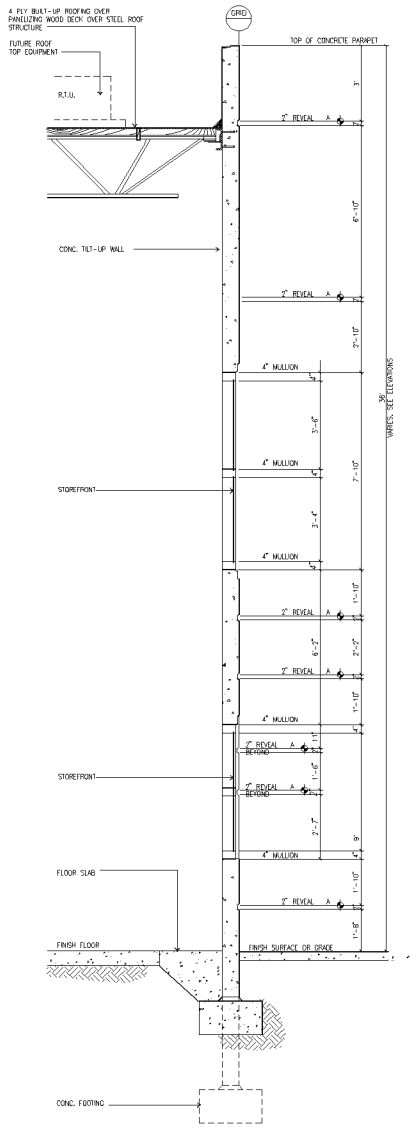

TYP. STOREFRONT ELEVATION (A)

scale: 1/2" = 1'-0"

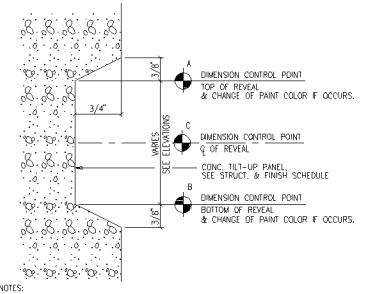

NOTES:

1. DIMENSION CONTROL POINTS AT REVEALS AND EDGE OF CONCRETE OPENINGS WHERE OCCUR. SEE WALL SECTIONS.
2. PAINT COLOR CHANGES TO ALWAYS OCCUR AT CONTROL POINT "A" OR "B"

TYP. CONCRETE REVEAL (B)

scale:N.T.S.

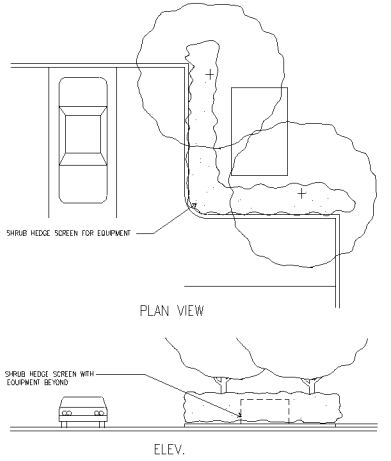

GROUND MOUNTED EQUIPMENT SCREENING, TYP. (C)

scale:N.T.S.

GENERAL NOTES - ELEVATIONS

A. CONTRACTOR TO VERIFY ALL GRADES W/ CURRENT "C" PLAN & VERIFY SITE CONDITIONS. VERIFY ALL TOP OF WALL HEIGHTS(T.O.W.) & FINISH SURFACE GRADES.

B. PROVIDE 2" DIA. P.V.C. WEEP HOLES @ 8' O.C. IN SCREEN WALLS @ GRADE GRADE LEVEL ON TRUCK YARD SIDE.

C. CONTRACTOR TO PROVIDE WATER-PROOFING MEMBER TO SCREEN WALL AT ALL RETAINING/ BERMING CONDITIONS. PROVIDE WATERPROOFING @ HIGHSIDE OF WALL ONLY. CONTRACTOR TO SUBMIT WATERPROOFING SPECIFICATIONS TO ARCHITECT PRIOR TO INSTALLATION.

D. SCREEN WALLS TO BE SUBMITTED UNDER SEPARATE PERMIT FROM BUILDING DEPARTMENT PER COUNTY STANDARD.

E. GATE MANUFACTURER TO PROVIDE DETAILING OF GATES TO WITHSTAND 90 MPH. WINDS. EXPOSURE "C" AND VERIFY ALL DIMENSIONS. DETAILS AND SITE CONDITIONS W/ CONTRACTOR.

ALL GATES TO BE WALL BRACED. SUB-CONTRACTOR TO SUBMIT SHOP DRAWINGS TO ARCHITECT PRIOR TO INSTALLATION

CONTRACTOR TO VERIFY ALL CIVIL AND STRUCTURAL DRAWINGS FOR SCREEN-WALL HEIGHT. CONTRACTOR TO PROVIDE A MIN. OF 10'-0" HIGH SCREEN-WALL FROM FINISH GRADE @ STREET SIDE. CONTRACTOR TO ADJUST SCREEN-WALL HEIGHT AND FOOTING IN THE FIELD.

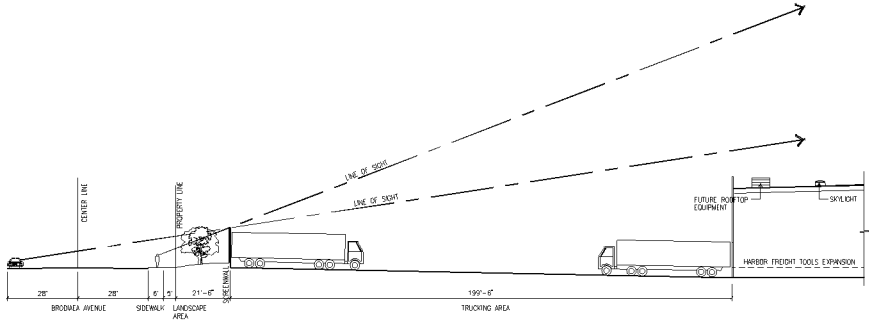

SECTION STUDY OF ROOF SCREEN (D)

SCALE: 1" = 20'-0"

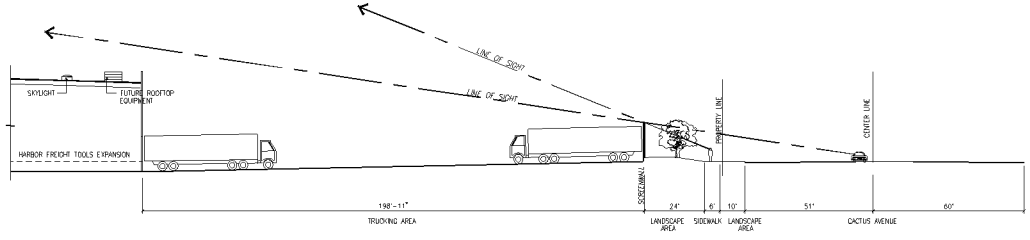

SECTION STUDY OF ROOF SCREEN (E)

SCALE: 1" = 20'-0"

HPA architecture

hpa, inc.
18831 bardeen avenue, - ste. #100
irvine, ca
92612
tel: 949-863-1770
fax: 949-863-0651
email: hpa@hparchs.com

Owner:

RIDGE MORENO VALLEY, LLC C/O
Ridge Property Trust
201 COVINA AVE. - STE. #6
LONG BEACH, CA 90803

PH: (562) 856-3819
FAX: (562) 856-3820

Project:

CENTERPOINT BUSINESS PARK
Building 4
HARBOR FREIGHT TOOLS EXPANSION

23400 Cactus Ave.
Moreno Valley, CA 92555

-600-

Consultants:

CIVIL	Hulte-Zollars
STRUCTURAL	
MECHANICAL	
PLUMBING	
ELECTRICAL	
LANDSCAPE	Environs
FIRE PROTECTION	
SOILS ENGINEER	

Title: SECTION

Project Number: 12022
Drawn by: JAIME CRUZ
Date: OCTOBER 19, 2012
Revision:

PA 12-0020

Sheet:

A4.1

SECTION
09/27/2012

MV00188083

ATTACHMENT 10

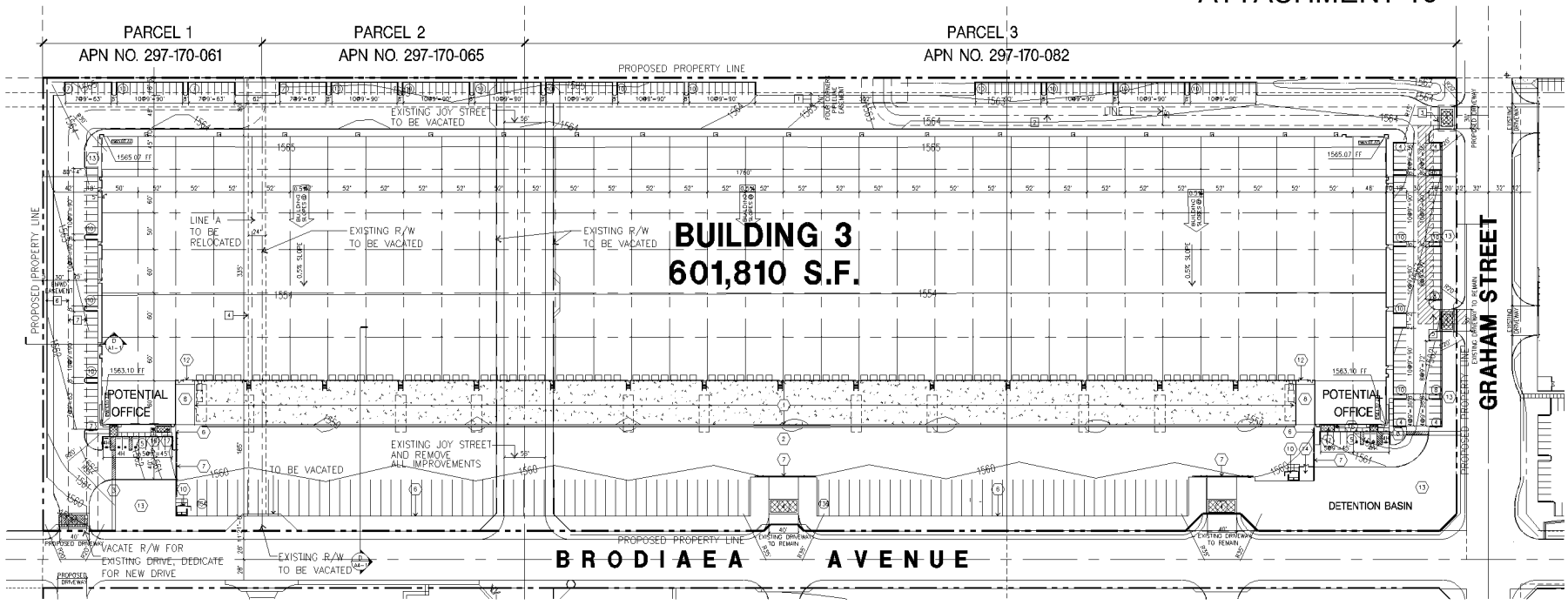

OVERALL SITE PLAN (A) 1"=60'-0"

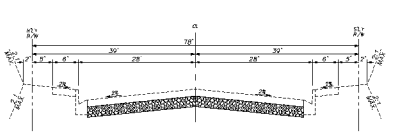

BRODIAEA AVENUE - TYPICAL SECTION (B) N.T.S.

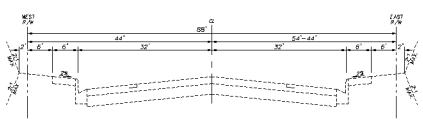

GRAHAM STREET - TYPICAL SECTION (C) N.T.S.

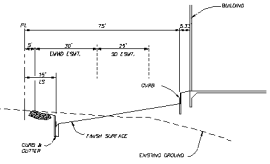

EASEMENT SECTION (D) N.T.S.

site plan general notes

1. THE SOILS REPORT IS TO BE PART OF THESE CONTRACT DOCUMENTS
2. IF SOILS ARE EXPANSIVE IN NATURE, USE STEEL REINFORCING FOR ALL SITE CONCRETE
3. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR CRD LINE U.N.O.
4. SEE "C" PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALES.
5. THE ENTIRE PROJECT SHALL BE PERMANENTLY MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM. PRIOR TO INSTALLATION & AT LEAST 60 DAYS BEFORE BLDG. COMPLETION, SEE "C" DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.
7. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. SEE "C" DRAWINGS.
8. CONTRACTOR TO REFER TO "C" DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS
9. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS. SEE "C"DRAWINGS FOR FINISH GRADE ELEVATIONS.
10. CONCRETE SIDEWALKS TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 6' O.C. EXPANSION/CONSTRUCTION JOINTS SHALL BE A MAXIMUM 12' EX. WAY W/ 1/2D MAT. SLOPE. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION FILLER MATERIAL OF 1/4 - SEE "L" DRAWINGS FOR FINISH.
11. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT.
12. CONSTRUCTION DOCUMENTS PERTAINING TO THE LANDSCAPE AND IRRIGATION OF THE ENTIRE PROJECT SITE SHALL BE SUBMITTED TO THE PLANNING DIVISION AND APPROVED BY PUBLIC FACILITIES DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMITS.
13. PRIOR TO FINAL CITY INSPECTION, THE LANDSCAPE ARCHITECT SHALL SUBMIT A CERTIFICATE OF COMPLETION TO PLANNING DIVISION.
14. ALL LANDSCAPE AND IRRIGATION DESIGNS SHALL MEET CURRENT CITY STANDARDS AS LISTED IN GUIDELINES OR AS OBTAINED FROM PLANNING DIVISION.
15. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB
16. APPROVED CONCEPTUAL LANDSCAPE PLAN PRIOR TO GRADING PERMIT
17. ALL ROOF DRAINS SHALL BE DIRECTED TO A LANDSCAPE AREA.

site plan keynotes

1. 6" THICK MINIMUM, REINFORCED CONCRETE TRUCK APRON. W/ #3 @ 18" O.C.E.W. 3500 PSI W. CONSTRUCTION AND/OR EXPANSION JOINTS A MAXIMUM OF 18'-0" O.C. EXPANSION JOINTS TO BE A MIN. OF 1-1/2" DEEP AND A MAXIMUM ULTIMATE WIDTH OF 1/4". VERIFY WITH SOILS ENGINEER. PROVIDE HEAVY BROOM FINISH. ALL JOINTS TO BE CLEANED AN FILLED W/ ASPHALTIC CAULKING.
2. ASPHALT CONCRETE (AC) PAVING PER SOILS ENGINEER RECOMMENDATION AS APPROVED BY THE CITY.
3. CONCRETE WALKWAY
4. DRIVEWAY APRONS TO BE CONSTRUCTED PER CITY STANDARD 118C MODIFIED PROVIDE STAMPED CONCRETE W/ LIGHT BROOM FIN AT ALL DRIVE LOCATIONS. PROVIDE VERTICAL & HORIZONTAL EXPANSION JOINTS AT A MAXIMUM OF 15' O.C. SPACING.
5. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD TYP. AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREAS. FINISH TO BE MEDIUM BROOM FINISH PROVIDE WALK TO PUBLIC WAY OR DRIVE WAY AS REQ. BY CITY INSPECTOR.
6. 14' HIGH CONCRETE TILT-UP SCREEN WALL
7. 8'H WROUGHT IRON SLIDING GATE.
8. CONCRETE RAMP
9. NOT USED
10. TRASH ENCLOSURE TO BE TWO BIN AND FULLY COVERED PER CITY STANDARD.
11. CONCRETE STAIRS AND LANDING
12. 12' X 14' DRIVE-IN DOOR
13. LANDSCAPE. SEE CONCEPTUAL LANDSCAPE PLAN.
14. 20' X 20' PUMP ROOM
15. 8' HIGH VINYL-COATED CHAIN-LINK FENCE
16. BIKE RACK, EACH RACK HOLDS 7 BIKES
17. 10' X 20' PATIO AREA

site legend

- LANDSCAPED AREA
- EXISTING DRIVEWAY TO REMAIN
- AC. PAVING
- CONCRETE PAVING
- STANDARD PARKING STALL 9' X 18'
- HANDICAP PARKING STALL. 9' X 18' W/ 2' OJL
- EXISTING RIGHT OF WAY
- PROPOSED PROPERTY LINE
- ADA PATH OF TRAVEL

easement notes

EXISTING EASEMENT TO REMAIN

1. 20' EASEMENT OF FOUR CORNERS PIPELINE COMPANY (NOW KNOWN AS QUESTAR) FOR PIPELINE PURPOSES PER DOCUMENT RECORDED JANUARY 10, 1958 IN BOOK 2205 PAGE 147 AND FEBRUARY 11, 1958 IN BOOK 2221, PAGE 126, BOTH OF OFFICIAL RECORDS, RECORDS OF RIVERSIDE COUNTY.
2. LINE E PARCEL "A" STORM DRAIN EASEMENT TO CITY MORENO VALLEY PER DOC. REC. 8/2/10 AS NO.2010-0359735
3. STORM DRAIN EASEMENT TO RCFCD PER DOCUMENT RECORDED 11/18/09 AS NO. 2009-0597445.

EXISTING EASEMENT TO BE VACATED

4. EASEMENT TO BE QUIT CLAIMED FOR STORM DRAIN RECORDED 11-18-09 AS DOC # 2009-0597446
5. PARCEL B OF THE LINE E EASEMENT

UTILITIES TO BE RELOCATED

6. EMWD 30' SEWER EASEMENT
7. STORM DRAIN LINE A 25' EASEMENT

ATTACHMENT 9

project information

Owner / Applicant
RIDGE MORENO VALLEY, LLC
RIDGE MV LOT 3, LLC
201 COVINA AVE. - STE. #B
LONG BEACH, CA 90803
TEL. (562) 856-3819
CONTACT: DENNIS PICE

Architect
HPA, INC.
18831 BARDEEN AVE. SUITE #100
IRVINE, CA 92612
TEL. (949) 863-1770
CONTACT: JAIME CRUZ

Applicant's Representative
INLAND EMPIRE DEVELOPMENT SERVICES, INC.
931 MONARCH COURT
BEAUMONT, CA 92223
TEL: (951) 845-1003
CONTACT: GIL SAENZ

Legal Description
PARCEL 1,2, AND 3 OF PM 32326, PER PM BK. 218, POS. 34 TO 42, REC. OF RIVERSIDE COUNTY, TOGETHER WITH LOT B, BLK. 242 OF MAP NO. 1 BEAR VALLEY ALESSANDRO DEV. CO. AS SAID LOT B IS NOW SHOWN MERGED WITH SAID PARCEL 3 ON THAT LOT LINE ADJUSTMENT NO. 1011 AND CERTIFICATE OF COMPLIANCE REC. APRIL 28,2011 IN DOC NO. 2011-0185737 RECORDS OF RIVERSIDE COUNTY.

Civil Engineer
HUITT ZOLLARS
3990 CONCOURS STE 330
ONTARIO, CA 91764
TEL. (909) 941-7799
CONTACT: MAURICE MURAD

Landscape Architect
ENVIRONS
1746 N. BRIDGEPORT AVE.
CLAREMONT, CA 91711
TEL: (909) 626-4663
CONTACT: BRETT FRENCH

Zoning
I-1 (LIGHT INDUSTRIAL)

Assessors Parcel Number
LOT 1: 297-170-081
LOT 2: 297-170-065
LOT 3: 297-170-082

utility information

TELEPHONE:
VERIZON
150 SO JUANITA ST
HEMET, CA 92543
PHONE: (951) 658-7305
CONTACT: PHIL BRILLINGER

ELECTRIC
MORENO VALLEY UTILITIES
14075 FREDERICK ST
MORENO VALLEY, CA 92552
PHONE: (951) 413-3480
CONTACT: MICHELLE PIERCE

GAS
THE GAS COMPANY
10500 TRUMBLE ROAD SC 8058
ROMELAND, CA 92585
PHONE: (951) 926-3902
CONTACT: DANE MULLIGAN

WATER
EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE ROAD
PERRIS, CA 92571
PHONE: (951) 928-3777
CONTACT: NEW BUSINESS

SEWER
EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE ROAD
PERRIS, CA 92571
PHONE: (951) 928-3777
CONTACT: NEW BUSINESS

CABLE - TV:
TIME WARNER
1500 AUTO CENTER DR.
ONTARIO, CA 91761
PHONE: (909) 975-3380
(951) 392-4777
CONTACT: MARK DAUENHAUER

vicinity map

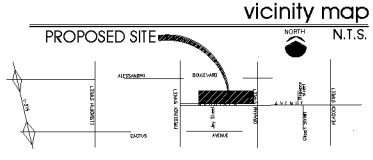

tabulation

TABULATION	BUILDING	
Site area (in sq.ft.)	1,200,351	sf
Site area (in acres)	27.56	ac
		ac
Warehouse area	591,810	sf
Office area	10,000	sf
Total building area	**601,810**	sf
Coverage (Gross)	50%	
Parking required		
1st. 20k@1/1,000 s.f.	20	stalls
2nd. 20k@1/2,000 s.f.	10	stalls
above 40k @1/4,000 s.f.	138	stalls
office @1/250	40	stalls
Total parking required	**208**	stalls
Parking provided		
Standard (9'x18')	252	stalls
Handicap (9'x18')	8	stalls
Total parking provided	**260**	stalls
Trailer parking required (1 trailer parking per dock door)		
Total dock doors	100	
Trailer parking provided (14'x50')	101	stalls
Landscape provided	135,090	sf
% of Landscape provided	11%	
NOTE: * Bike rack - 5% of total parking required	13 BIKES	

1" = 60'-0"
0 60 120 180
REFERENCE NORTH
TRUE NORTH

OVERALL SITE PLAN

HPA architecture
hpa, inc.
18831 bardeen avenue, - ste. #100
irvine, ca
92612
tel: 949-863-1770
fax: 949-863-0651
email: hpa@hparchs.com

Owner:
RIDGE MORENO VALLE
RIDGE MV LOT 3, LLC
201 COVINA AVE. - STI
LONG BEACH, CA 9080
PH: (562) 856-3819
FAX: (562) 856-3820

Project:
CENTERPOINT BUSINESS PARK
Building 3
Brodiaea Ave.
Moreno Valley, CA 92555

Consultants:
CIVIL Huitt-Zollars
STRUCTURAL
MECHANICAL
PLUMBING
ELECTRICAL
LANDSCAPE Environs
FIRE PROTECTION
SOILS ENGINEER

Title:

Project Number: 12073
Drawn by: JAIME CRUZ
Date: OCTOBER 19 , 2012
Revision:

PA 12-0021

Sheet:
A1.1
SITE PLAN
08/27/2012

Item No. E.2

-601-

MV00188084

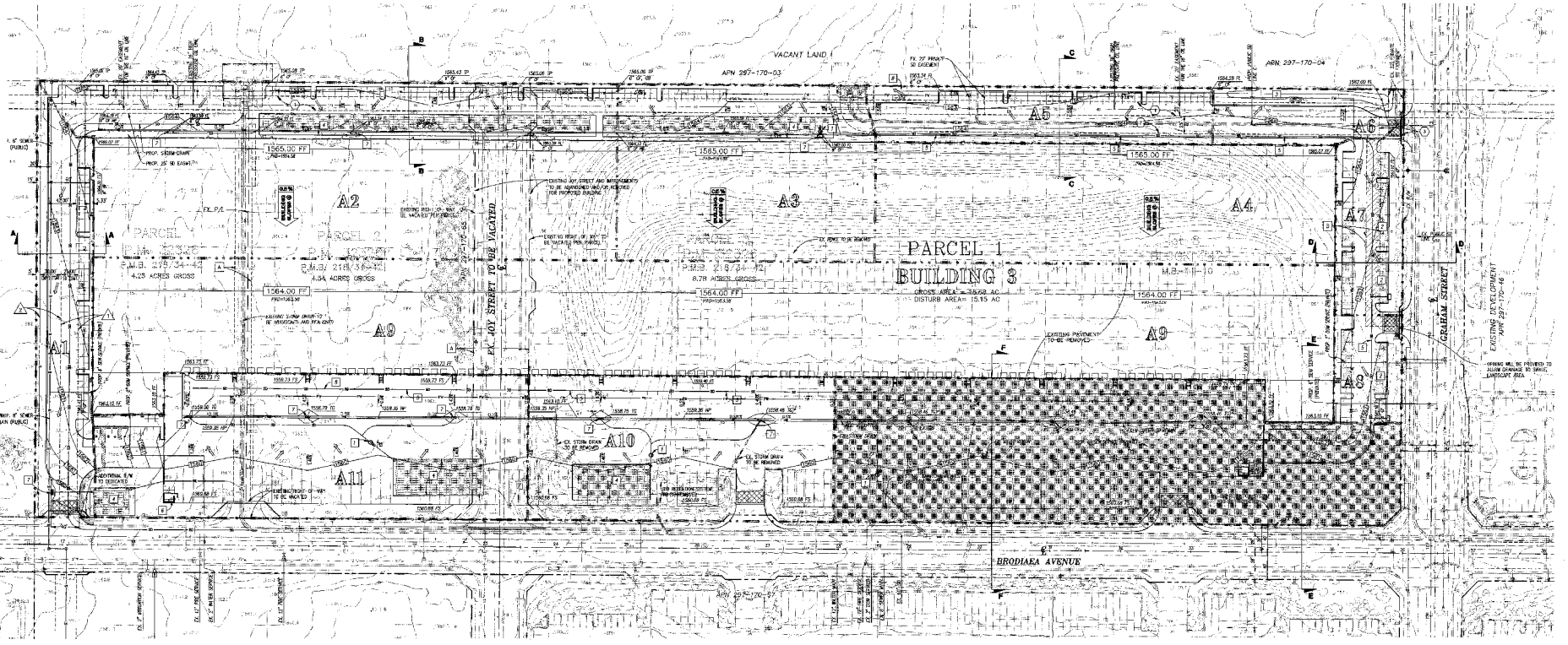

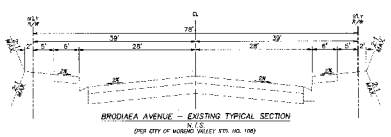

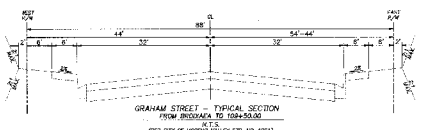

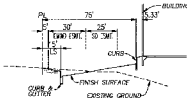

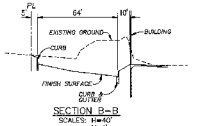

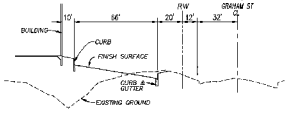

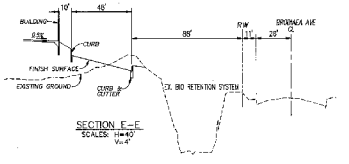

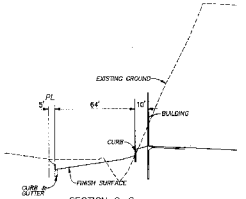

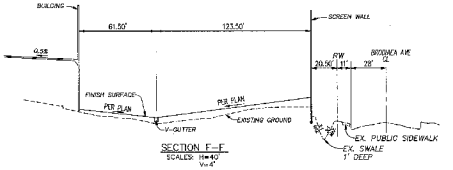

VOLUME BASED BMP'S			
AREA	BMP	V_{BMP}	ACRES
A1	UNDERGROUND INFILTRATION CHAMBER	1933 CF	1.060
A2	UNDERGROUND INFILTRATION CHAMBER	10566 CF	4.370
A3	UNDERGROUND INFILTRATION CHAMBER	5235 CF	2.090
A5	INFILTRATION BASIN	623 CF	0.470
A7	PERVIOUS CONCRETE	571 CF	0.562
A8	PERVIOUS CONCRETE	370 CF	0.340
A4+A7+A8	INFILTRATION BASIN	7640 CF	3.462
A12	UNDERGROUND INFILTRATION CHAMBER	4167 CF	2.050
A11	UNDERGROUND INFILTRATION CHAMBER	5368 CF	2.790

FLOW BASED BMP'S			
AREA	BMP	Q_{BMP}	ACRES
A1	CATCH BASIN FILTER	0.152 CFS	1.060
A2	CATCH BASIN FILTER	3@ 0.26 CFS	4.370
A3	CATCH BASIN FILTER	0.260 CFS	2.090
A5	INFILTRATION SWALE	0.143 CFS	0.892
A7	CATCH BASIN FILTER	0.080 CFS	0.562
A8	CATCH BASIN FILTER	0.038 CFS	0.340
A4+A7+A8	CDS UNIT	0.570 CFS	3.462
A9	CDS UNIT	1.240 CFS	8.910
A10	CATCH BASIN FILTER	2@ 0.164 CFS	2.050
A11	CATCH BASIN FILTER	3@ 0.150 CFS	2.790

WQMP NOTES

1. INSTALL STORM WATER CLARIFIER (CDS UNIT OR APPROVED EQUAL)
2. CONSTRUCT PERVIOUS CONCRETE PAVEMENT OVER CRUSHED WASHED STONE BEDDING
3. CONSTRUCT INFILTRATION BASIN
4. CONSTRUCT UNDERGROUND INFILTRATION CHAMBER SYSTEM
5. INSTALL UNDERGROUND ROOF DRAIN COLLECTION AND CONVEYANCE SYSTEM.
6. CONSTRUCT TRASH ENCLOSURE PER CITY OF MORENO VALLEY STANDARD 627.
7. INSTALL CATCH BASIN FILTER (BIO-CLEAN OR APPROVED EQUAL) AND PROVIDE "NO DUMPING" STENCIL PER CITY REQUIREMENTS.
8. CONSTRUCT INFILTRATION (VEGETATED) SWALE

EXISTING EASEMENT TO REMAIN

1. 20' EASEMENT OF FOUR CORNERS PIPELINE COMPANY FOR PIPELINE PURPOSES PER DOCUMENT RECORDED JANUARY 19, 1958 IN BOOK 2306 PAGE 147 AND FEBRUARY 11, 1958 IN BOOK 2321, PAGE 126, BOTH OF OFFICIAL RECORDS, RECORDS OF RIVERSIDE COUNTY.
2. DENOTES 25' EASEMENT FOR LINE E TO THE CITY OF MORENO VALLEY PER DOC. RECORDED AUGUST 2, 2010 AS INSTRUMENT NO. 2010, 0359735 OF OFFICIAL RECORDS.
3. EASEMENT OF THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR FLOOD CONTROL AND DRAINAGE PURPOSES PER DOCUMENT RECORDED NOVEMBER 18, 2008 AS INSTRUMENT NO. 2008-0507445, OF OFFICIAL RECORDS

EXISTING EASEMENT TO BE VACATED

A. DENOTES FLOOD CONTROL EASEMENTS OF THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, PER INSTR NO. 2006-0437068, RECORDED JUNE 16, 2006 AND INSTR NO. 2006-0443969, RECORDED JUNE 16, 2006.

B. DENOTES A 20' EASEMENT FOR INGRESS AND EGRESS PER DOC. RECORDED AUGUST 2, 2010 AS INSTRUMENT NO. 2010, 0359735 TO BE VACATED

PROPOSED EASEMENT

1. DENOTES 25' EASEMENT TO THE CITY OF MORENO VALLEY FOR STORM DRAIN
2. DENOTES 30' EASEMENT TO LAMID FOR SEWER MAIN

GENERAL NOTES

1. GROSS AREA = 18.68 AC
   DISTURBED AREA = 15.15 AC
2. FLOOD ZONE X PANEL NO. 06074 0020 B
   MAP REVISED MAY 17, 1993
3. PRELIMINARY EARTHWORK
   RAW CUT = 45005 CY
   RAW FILL = 23458 CY

FINAL QUANTITIES WILL BE DETERMINED AT ROUGH GRADING AND FINAL DESIGN

LEGEND

- BMP DRAINAGE BOUNDARY
- 50 PROPOSED STORM DRAIN
- S PROPOSED SEWER
- W PROPOSED WATER
- GB PROPOSED GRADE BREAK LINE
- PROPOSED R/W
- EXISTING R/W
- PROPOSED GRATING INLET
- PROPOSED CURB OPENING INLET
- FF PROPOSED FINISH FLOOR ELEVATION
- TP TOP OF PAVEMENT
- TG TOP OF GRATE
- FL FLOWLINE
- CF CURB FACE
- FS FINISHED SURFACE
- CB CATCH BASIN
- PL PROPERTY LINE
- R/W RIGHT-OF-WAY
- CL CENTERLINE
- PROP PROPOSED
- EX. EXISTING
- DRWY DRIVEWAY
- DIRECTION OF FLOW
- CONCRETE
- EXISTING AREA TO REMAIN

LEGEND

- PROJECT LIMITS

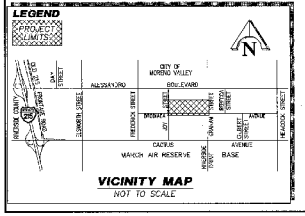

VICINITY MAP
NOT TO SCALE

GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1"=60'

EXISTING TOPOGRAPHY DEVELOPED AND SUPPLIED BY D.K.T. AERIAL TOPOGRAPHERS DATED JANUARY 2, 2012

NOTE: FAD ELEVATION IS BASED ON A PRELIMINARY 8" BLEB SECTION. CONTRACTOR TO DETERMINE IN BLEB SLAB THICKNESS BASED ON SOILS REPORT RECOMMENDATIONS

CONCEPTUAL GRADING, DRAINAGE, UTILITY & WQMP PLAN

FOR

MORENO VALLEY CENTERPOINTE - BUILDING 3 (PA12-0021)
BRODIAEA AVENUE & GRAHAM STREET
CITY OF MORENO VALLEY

HUITT-ZOLLARS
HUITT-ZOLLARS, INC.
3990 CONCOURS, SUITE 320 * ONTARIO, CALIFORNIA 91764 * (909) 941-7796

APPROVED BY: MAURICE M. MURAD	FILE: 33366	EXPIRES: 6-30-14	DATE:

DESIGNED BY: MHM	SHEET 1
DRAWN BY: MAY M.	OF 1
CHECKED BY: MHM	SHEETS
FIELD BOOK:	JOB NO. 11-0244-03

MV00188085

TREE PALETTE

TREES	BOTANICAL NAME	COMMON NAME	CONT	CAL	QTY
	Eucalyptus sideroxylon 'Rosea'	Red Ironbark	15 gal	Low	79
	Existing Tree To Remain	Protect In Place	Existing		140
	Koelreuteria bipinnata	Chinese Flame Tree Multi-Trunk	36"box	Med	11
	Lagerstroemia x 'Muskogee'	Lavender Crape Myrtle Std.	24"box	Med	11
	Pinus eldarica	Afghan Pine	15 Gal. & 24" Box	Low	107
	Platanus racemosa	California Sycamore	15 gal	Med	26
	Platanus x acerifolia 'Bloodgood'	London Plane Tree	24"box		18
	Rhus lancea	African Sumac	24"box	Low	32

ROOT BARRIER NOTE

ALL INSTALLATIONS WITHIN FIVE (5) FEET OF UNDERGROUND UTILITIES SHALL INCLUDE ROOT BARRIERS. ROOT BARRIERS SHALL BE OF A MINIMUM DEPTH OF 18" AND MINIMUM LENGTH OF 2 FEET, MEASURED FROM THE CENTER OF THE TREE.

SHRUB / GROUND COVER PALETTE

SHRUB & GROUND COVER PALETTE - LOW WATER USE 90,056 sf

Acacia redolens 'Desert Carpet' TM / Bank Catclaw
Anigozanthos flavidus 'Gold Velvet' / Kangaroo Paw
Arbutus unedo / Strawberry Tree Shrub
Baccharis pilularis 'Pigeon Point' / Coyote Brush
Callistemon citrinus / Lemon Bottlebrush Shrub
Carex tumulicola / Berkeley Sedge
Cassia artemisioides / Feathery Cassia
Ceanothus purpureus / Cardinal Ceanothus
Elaeagnus pungens 'Fruitlandii' / Silverberry
Heteromeles arbutifolia / Toyon
Macfadyena unguis-cati / Yellow Trumpet Vine
Muhlenbergia capillaris 'Autumn Bloom' / Pink Muhly
Muhlenbergia rigens / Deer Grass
Myoporum parvifolium 'Putah Creek' / Putah Creek Myoporum
Pennisetum advena 'Rubrum' / Fountain Grass
Pennisetum messiacum 'Fairy Tails' / Fountain Grass
Rosmarinus officinalis 'Huntington Blue' / Rosemary
Rosmarinus officinalis 'Tuscan Blue' / Tuscan Blue Rosemary
Salvia greggii 'Furman's Red' / Furman's Red Salvia
Westringia fruticosa / Coast Rosemary

SHRUB & GROUND COVER PALETTE - MEDIUM WATER USE 6,396 sf

Abelia x grandiflora 'Edward Goucher' / Glossy Abelia
Buxus x 'Green Gem' / Green Gem Boxwood
Dietes bicolor 'Moraea' / Fortnight Lily
Hemerocallis 'Lemon Yellow' / Daylily
Ligustrum texanum / Texas Privet
Nandina domestica / Heavenly Bamboo
Photinia x fraseri / Photinia
Podocarpus gracilior 'Column' / Fern Pine
Rhaphiolepis indica 'Clara' / Indian Hawthorn
Rosa floribunda 'Iceberg' / Iceberg Rose
Rosa x 'Flower Carpet Pink' / Rose
Xylosma congestum / Shiny Xylosma

EXISITNG LANDSCAPE TO REMAIN

EXISTING LANDSCAPE TO REMAIN PROTECT IN PLACE

MULCH NOTE

ALL PLANTER AREAS TO RECEIVE A 2" LAYER OF COVER MULCH AVAILABLE FROM LANDTON (951) 270-0388

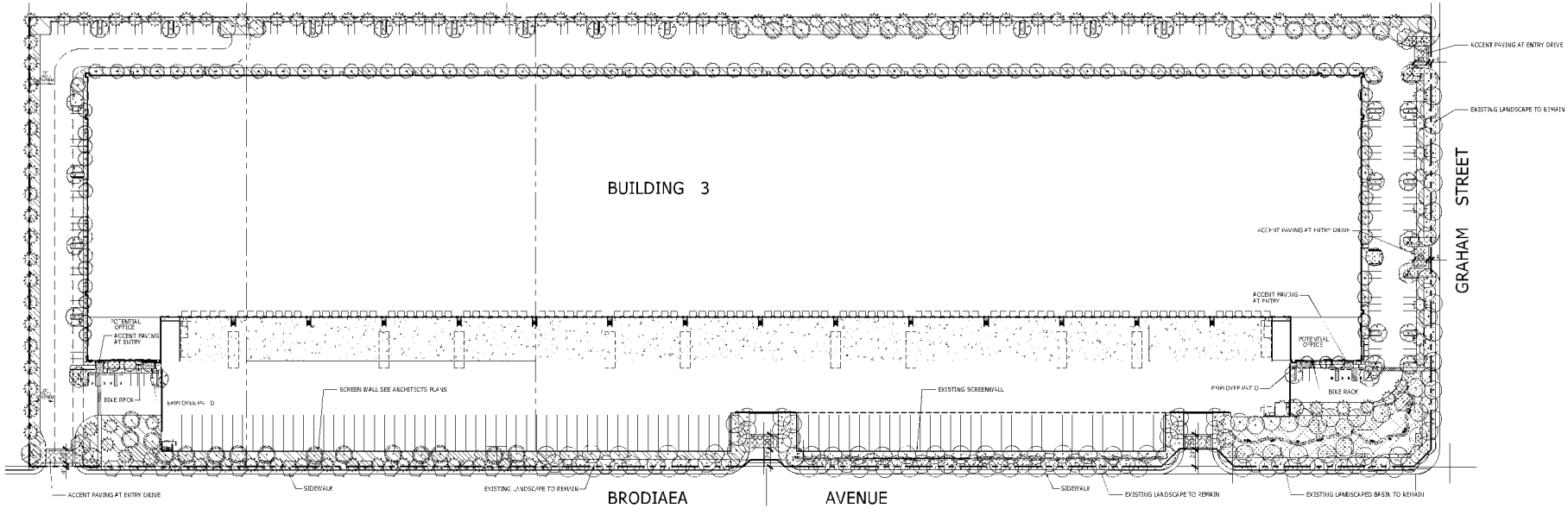

NORTH

0 60 120 180 feet
1" = 60'

Item No. E.2

Environs
LANDSCAPE ARCHITECTURE
Planning Stewardship
Design Management
Construction Observation

DATE

OWNER/DEVELOPER:
RIDGE MORENO VALLEY, LLC
RIDGE MV LOT 3, LLC C/O
RIDGE PROPERTY TRUST
201 CONDUL, STE 28 * LONG BEACH, CA 90803
TEL (562) 435-3819 * CONTACT: NAVI SANTI

-603-

SHEET TITLE: PRELIMINARY LANDSCAPE PLAN

PROPOSED NEW BUILDINGS FOR:
CENTERPOINT BUSINESS PARK
Building 3
Brodiaea Avenue, Moreno Valley, CA 92555

DRAWN BY: EKF
DATE: 4-30-12
JOB NO.: RIDGE0031
SHEET NO.: L-1
OF 1 SHTS.

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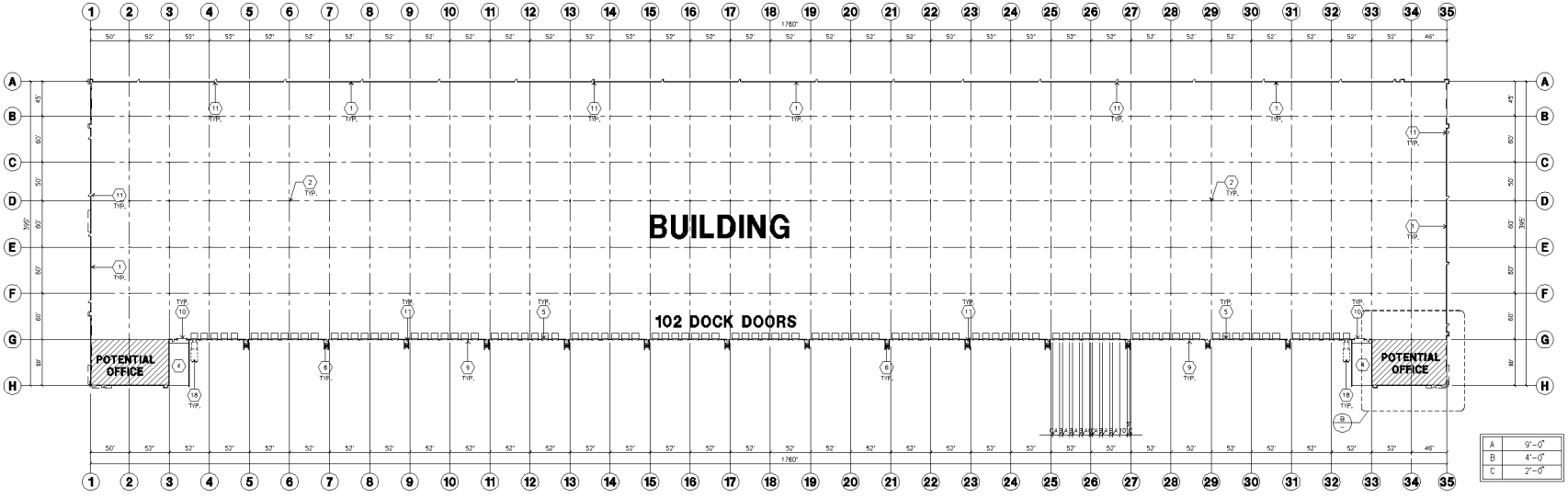

OVERALL FLOOR PLAN (A)
scale: 1"=80'-0"

KEYNOTES - FLOOR PLAN

1. CONCRETE TILT-UP PANEL SEE "S" DWGS FOR THICKNESS AND STEEL REQUIREMENTS.
2. STRUCTURAL STEEL COLUMN SEE "S" DRAWINGS FOR SIZE
3. TYPICAL STOREFRONT SYSTEM WITH GLAZING. SEE OFFICE BLOW-UP AND ELEVATIONS FOR SIZE, COLOR AND LOCATIONS.
4. CONCRETE RAMP W/ 42"HIGH CONC TILT-UP GUARD WALL OR BUILDING WALL ON BOTH SIDE OF RAMP, SEE "S" DWG FOR DETAIL.
5. 9'-0" X 10' TRUCK DOOR, SECTIONAL O/H. STANDARD GRADE.
6. EXTERIOR CONCRETE STAIR
7. 5'-0"X5'-0"X4" THICK CONCRETE EXTERIOR LANDING PAD TYPICAL AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREA. FINISH TO BE MEDIUM BROOM FINISH. SLOPE TO BE 1/4" - 1'-0" MAX. PROVIDE WALK TO HARD SURFACE PER DTY REQUIREMENTS
8. LOUVERED OPENING FOR VENTILATION.
9. DOCK DOOR BUMPER
10. 12' X 14' DRIVE THRU. SECTIONAL OH., STANDARD GRADE. DESIGNED TO RESIST WIND 80 MPH., EXPOSURE "C".
11. 3'X7' HOLLOW METAL EXTERIOR MAN DOOR. DESIGNED TO RESIST WIN 80 MPH., EXPOSURE "C".
12. SOFFIT LINE ABOVE
13. BRACE FRAME. SEE "S" DWGS.
14. CONC. FILLED GUARD POST. 8" DIA. U.N.O., 42" H.
15. EXTERIOR DOWNSPOUT WITH OVERFLOW SCUPPER
16. Z GUARD
17. APPROXIMATE LOCATION OF ROOF TOP UNIT.
18. TRASH COMPACTOR (N/C) PROVIDE SPRINKLERS PER CODE REQUIREMENTS. INSTALLER SHOULD PAINT TO MATCH BUILDING

GENERAL NOTES - FLOOR PLAN

A. THIS BUILDING IS DESIGNED FOR HIGH PILE STORAGE WITH FIRE ACCESS MAN DOORS AT 100' MAXIMUM O.C. A SEPARATE PERMIT WILL BE REQUIRED FOR ANY RACKING/CONVEYOR SYSTEMS.
B. FIRE HOSE LOCATIONS SHALL BE APPROVED PER FIRE DEPARTMENT.
C. THE BUILDING FLOOR SLAB IS SLOPED. SEE "C" DRAWINGS FOR FINISH SURFACE ELEVATIONS.
D. NOT USED
E. WAREHOUSE INTERIOR CONCRETE WALLS ARE PAINTED WHITE. COLUMNS ARE TO RECEIVE PRIMER ONLY. ALL OTHER BLD. WALLS IN WAREHOUSE TO RECEIVE 1 COAT OF WHITE TO COVER
F. SLOPE POUR STRIP 1/2" TO EXTERIOR AT ALL MANDOOR EXITS. SEE "S" DRAWINGS FOR POUR STRIP LOCATION.
G. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE PANEL WALL, GROUND, OR FACE OF STUD U.N.O.
H. SEE CIVIL DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR TO VERIFY ACTUAL UTILITY LOCATIONS. PLUMBING/ELECTRICAL COORDINATION.
I. FOR DOOR TYPES AND SIZES, SEE DETAIL SHEET A0.4. NOTE: ALL DOORS PER DOOR SCHEDULE ARE FINISH OPENINGS.
J. CONTRACTOR TO PROTECT AND KEEP THE FLOOR SLAB CLEAN. ALL EQUIPMENT TO BE BARRIERED INCLUDING CARS AND TRUCKS.
K. ALL EXIT MAN DOORS IN WAREHOUSE TO HAVE ILLUMINATED EXIT SIGN. HARDWARE
L. HIGHLY FLAMMABLE AND COMBUSTIBLE MATERIAL SHALL NOT BE USED OR STORED IN THIS BUILDING.
M. EACH EXTERIOR EXIT DOOR SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN THE MOUNTING HEIGHT FOR SUCH SIGNAGE SHALL BE 60" FROM FINISH FLOOR LEVEL TO THE CENTER OF THE SIGN.
N. NON-ACCESSIBLE DOOR. PROVIDE WARNING SIGN LOCATED IN THE INTERIOR SIDE PER CBC 11338.1.1.1
O. ALL ROOF MOUNTED MATERIALS SHALL BE FULLY SCREENED FROM PUBLIC VIEW.

FLOOR SLAB AND POUR STRIPS REQ.

THESE NOTES ARE VERY MIN. REQUIREMENT. SEE "S" DWGS FOR ADDITIONAL REQUIREMENTS

1. FLOOR COMPACTION - 95%
2. TRENCH COMPACTION - 90%
3. BUILDING FLOOR SLAB:
   A. 6" THICK MIN. UNREINFORCED CONCRETE - OVER COMPACTED SOILS
   B. 3/4" - 18"LONG @ 12" O.C. DOWELS AT ALL CONSTRUCTION JOINTS
      3/4" - 18"LONG @ 24" O.C. DOWELS IN DOWEL BASKET AT ALL CONTROL JOINTS
   C. 4,000 P.S.I. REQUIREMENT.
   D. SLUMP TO BE 4" +/- 1"
   E. JOINT SPACING PER A.C.I. 302-1R-96
   F. SAW-CUT DEPTH 1/4 TO 1/3 SOFT SAW-CUTTING WITHIN 2 HRS OF FINISHING
4. CONTRACTOR TO BUILD FOR CLASS V FLOOR PER A.C.I. 302-1R-96
5. NOT USED
6. CONCRETE SLAB TO HAVE STEEL FLOAT HARD TROWEL BURNISHED FINISH.
7. CONTRACTOR TO CURE SLAB TO BE WET CURING USING BURLINE FOR 7 DAYS MIN.
8. ALL EQUIPMENT & MOVING VEHICLES SHALL BE BARRIERED.
9. NO DRIVING CONCRETE TRUCKS OR ANYTHING HEAVIER WILL BE PLACED ON THE SLAB.
10. SLAB TO BE FF35 FL24 MEASURED WITHIN 24 HOURS
11. NO FLY ASH IN THE CONCRETE
12. WHERE (hatched) INDICATED, PROVIDE VAPOR BARRIER (15MIL STEGO OR EQUAL) UNDER THE CONCRETE SLAB. PROVIDE SAND PER SOILS ENGINEER OR MANUFACTURER'S RECOMMENDATION.
    CONCRETE SLAB IN FUTURE OFFICE AREAS, WHERE SAND OVER VISQUEEN ARE REQUIRED, SHALL BE NATURALLY HYDRATED WITHOUT USE OF BURLENE, CURING COMPOUND, OR RELEASE AGENTS.
    CONTROL/CONSTRUCTION JOINTS SHALL NOT BE FILLED WITH MM-80 JOINT FILLER IN FUTURE OFFICE AREAS.
13. SEAL CONCRETE SLAB W/ "LIPIDOLITH" SEALER

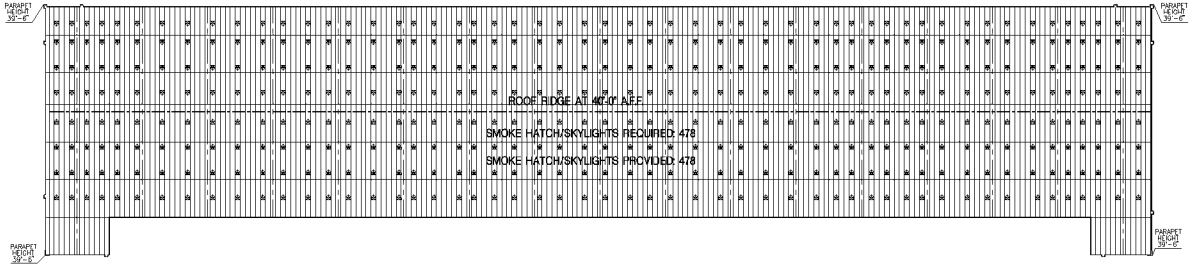

NOTE: ROOF TO BE PAINTED LIGHT COLOR TO ADDRESS ENERGY EFFICIENCY.

OVERALL ROOF PLAN (C)
scale: 1"=80'-0"

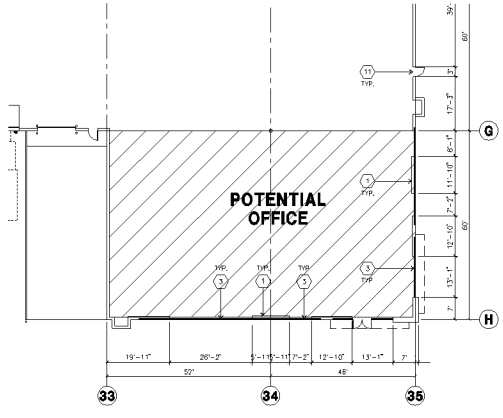

ENLARGED FLOOR PLAN (B)
scale: 1/16"=1'-0"

HPA architecture
hpa, inc.
18831 bardeen avenue, - ste. #100
irvine, ca
92612
tel: 949-863-1770
fax: 949-863-0651
email: hpa@hparchs.com

Owner:

RIDGE MORENO VALLEY, LLC
RIDGE MV LOT 3, LLC C/O
PROPERTY TRUST
201 COVINA AVE. - STE. #8
LONG BEACH, CA 90803

PH: (562) 856-3819
FAX: (562) 856-3820

Project:

CENTERPOINT BUSINESS PARK

Building 3

Brodiaea Ave.
Moreno Valley, CA 92555

-604-

Consultants:

CIVIL	Hulls-Zollars
STRUCTURAL	
MECHANICAL	
PLUMBING	
ELECTRICAL	
LANDSCAPE	Environs
FIRE PROTECTION	
SOILS ENGINEER	

Title:

Project Number: 12073
Drawn by: JAIME CRUZ
Date: OCTOBER 19 , 2012
Revision:

PA 12-0021

Sheet:

A2.1

FLOOR PLAN
08/27/2012

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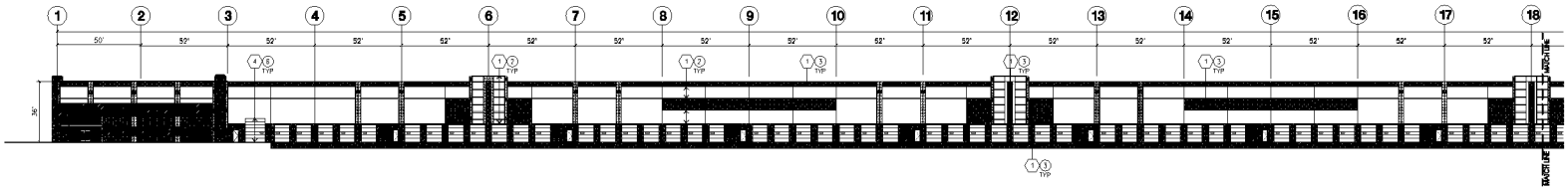

SOUTH ELEVATION (A)
scale: 1"=30'-0"

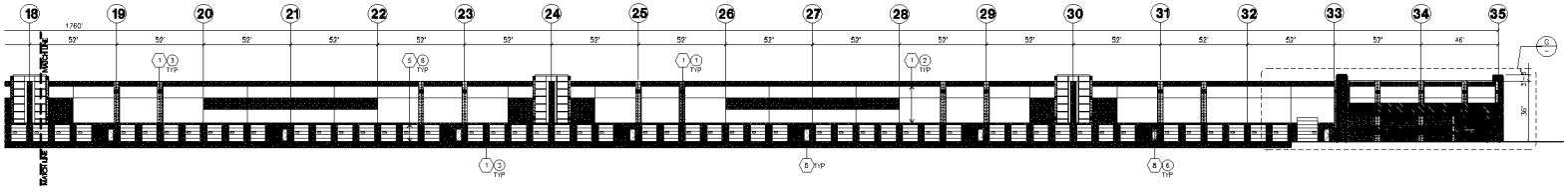

SOUTH ELEVATION (B)
scale: 1"=30'-0"

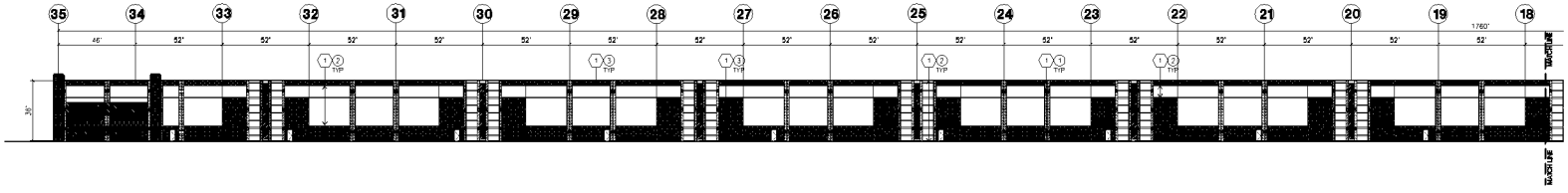

NORTH ELEVATION (C)
scale: 1"=30'-0"

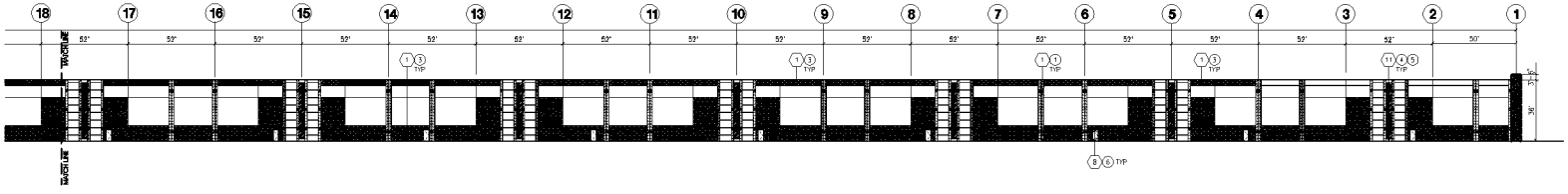

NORTH ELEVATION (D)
scale: 1"=30'-0"

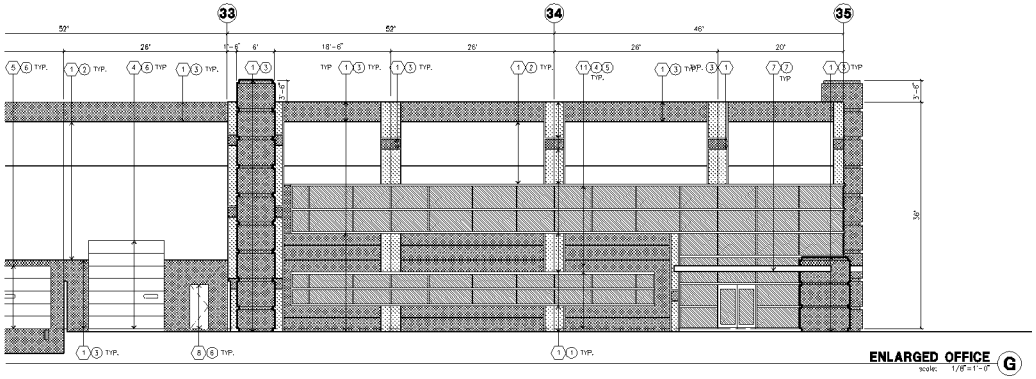

ENLARGED OFFICE (G)
scale: 1/8"=1'-0"

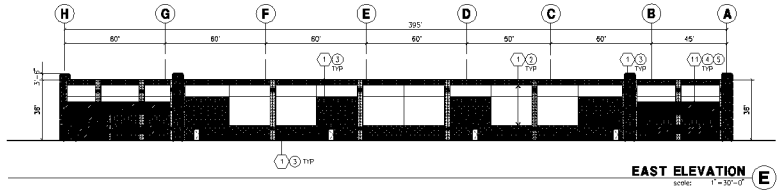

EAST ELEVATION (E)
scale: 1"=30'-0"

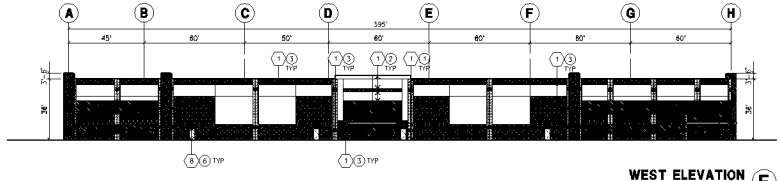

WEST ELEVATION (F)
scale: 1"=30'-0"

KEYNOTES - ELEVATIONS

1. CONCRETE TILT-UP PANEL(PAINTED). FINISH GRADE VARIES. SEE "C" DRAWINGS. WATERPROOF ALL WALLS WHERE GRADE IS HIGHER AND EXPOSED TO THE WEATHER ONE SIDE. WATERPROOFING TO BE PROTECTED WITH PROTECTION BOARD AND A WALL OF 6" OF GRAVEL. PROVIDE TRENCH DRAIN AT BOTTOM AND DAYLIGHT TO CURB OR TAKE TO STORM DRAIN. NOT REQUIRED AT DOCK HIGH CONDITION OF AT RAMP WALLS.
2. PANEL JOINT.
3. PANEL REVEAL. ALL REVEALS TO HAVE A MAX. OF 3/8" CHAMFER. REVEAL COLOR TO MATCH ADJACENT BUILDING FIELD COLOR. (U.N.O.)
4. OVERHEAD DOOR @ GRADE HIGH. SEE DOOR SCHEDULE. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND.
5. OVERHEAD DOOR @ DOCK HIGH. SEE DOOR SCHEDULE. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND.
6. CONCRETE STAIR, LANDING AND GUARDRAIL W/ METAL PIPE HANDRAIL. PROVIDE NON SKID NOSING TO MEET ADA REQUIREMENTS. PROVIDE CONTRASTING COLORED 2" WIDE WARNING STRIPE INTEGRAL TO CONCRETE AT TOP LANDING AND BOTTOM TREAD PER ADA REQUIREMENTS.
7. CANOPY
8. HOLLOW METAL DOORS. SEE DOOR SCHEDULE. PROVIDE COMPLETE WEATHER STRIPPING ALL AROUND DOOR. PROVIDE FOR RAIN DIVERTER ABOVE DOOR.
9. EXTERIOR DOWNSPOUT AND OVERFLOW SCUPPER
10. DOCK BUMPER
11. ALUMINUM STOREFRONT FRAMING WITH TEMPERED GLAZING AT ALL DOORS, SIDELITES ADJACENT TO DOORS AND GLAZING WITH BOTTOMS LESS THAN 18" ABOVE FINISH FLOOR ELEVATION.

GENERAL NOTES - ELEVATIONS

A. ALL PAINT COLOR CHANGES TO OCCUR AT INSIDE CORNERS UNLESS NOTED OTHERWISE.
B. ALL PAINT FINISHES ARE TO BE FLAT UNLESS NOTED OTHERWISE.
C. T.O.P. ELEV. TOP OF PARAPET ELEVATION.
D. F.F. = FINISH FLOOR ELEVATION.
E. STOREFRONT CONSTRUCTION: GLASS, METAL ATTACHMENTS AND LINTELS SHALL BE DESIGNED TO RESIST 50 MPH. EXPOSURE "C" WINDS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PRIOR TO INSTALLATION.
F. CONTRACTOR SHALL FULLY PAINT ONE CONCRETE PANEL W/ SELECTED COLORS. ARCHITECT AND OWNER SHALL APPROVE PRIOR TO PAINTING REMAINDER OF BUILDING.
G. BACK SIDE OF PARAPETS TO HAVE SMOOTH FINISH AND BE PAINTED WITH ELASTOMERIC PAINT.
H. FOR SPANDREL GLAZING: ALLOW SPACE BEHIND SPANDREL TO BREATH.
J. USE ADHESIVE BACK WOOD STRIPS FOR ALL REVEAL FORMS.
K. THE FIRST COAT OF PAINT TO BE ROLLED-ON AND THE SECOND COAT TO BE SPRAYED-ON

COLOR SCHED. - ELEVATIONS

1	CONCRETE TILT-UP PANEL PAINT BRAND	FRAZEE CLW 10429W MESTAYA
2	CONCRETE TILT-UP PANEL PAINT BRAND	FRAZEE CL30229W CERVANTES
3	CONCRETE TILT-UP PANEL PAINT BRAND	FRAZEE CL30350 NATURAL WAY
4	GLAZING	COLOR BLUE ON BLUE REFLECTIVE GLAZING
5	MULLIONS	PAINT BRAND CLEAR ANODIZED
6	DOORS	PAINT BRAND FRAZEE CL30229W CERVANTES
7	CANOPY	PAINT BRAND FRAZEE CLW 10429W MESTAYA

GLAZING LEGEND

- SPANDREL GLASS
- TEMPERED VISION GLASS
- VISION GLASS

PAINT AND MATERIAL LEGEND

1 2 3

HPA architecture

hpa, inc.
18831 bardeen avenue, - ste. #100
irvine, ca
92612
tel: 949-863-1770
fax: 949-863-0651
email: hpa@hparchs.com

Item No. E.2

Owner:

RIDGE MORENO VALLE
RIDGE MV LOT 3, LLC
MOVEMENT
201 COVINA AVE. - STE
LONG BEACH, CA 9086

PH: (562) 856-3819
FAX: (562) 856-3820

Project:

CENTERPOINT BUSINESS PARK

Building 3

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PLUMBING	
ELECTRICAL	
LANDSCAPE	Environs
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SOILS ENGINEER	

Title:

Project Number: 12073
Drawn by: JAIME CRUZ
Date: OCTOBER 19 , 2012
Revision:

PA 12-0021

Sheet:

A3.1
ELEVATION PLAN
08/27/2012

MV00188088

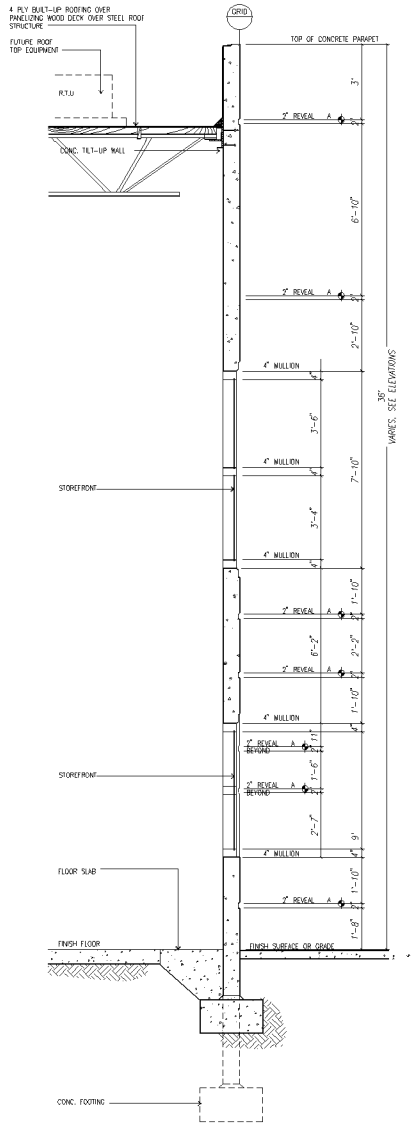

TYP. STOREFRONT ELEVATION (A)

scale: 1/2" = 1'-0"

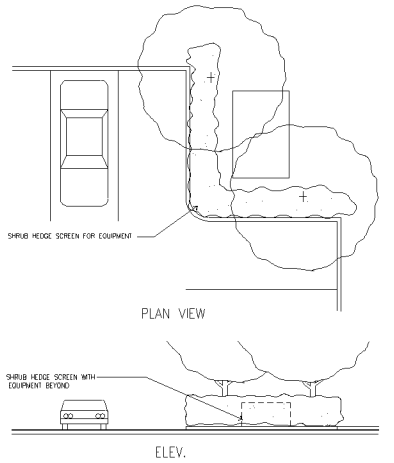

GROUND MOUNTED EQUIPMENT SCREENING, TYP. (B)

scale: N.T.S.

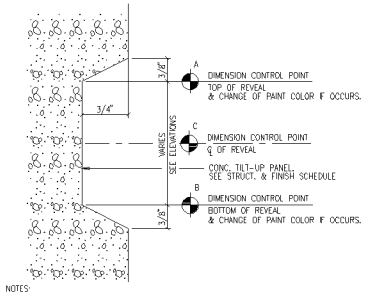

NOTES:

1. DIMENSION CONTROL POINTS AT REVEALS AND EDGE OF CONCRETE OPENINGS WHERE OCCUR. SEE WALL SECTIONS.
2. PAINT COLOR CHANGES TO ALWAYS OCCUR AT CONTROL POINT "A" OR "B"

TYP. CONCRETE REVEAL (C)

scale: N.T.S.

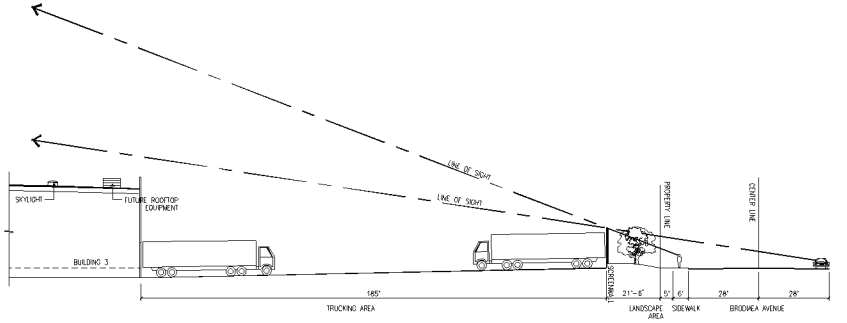

SECTION STUDY OF ROOF SCREEN (D)

scale: 1"=20'-0"

GENERAL NOTES - ELEVATIONS

A. CONTRACTOR TO VERIFY ALL GRADES W/ CURRENT "C" PLAN & VERIFY SITE CONDITIONS. VERIFY ALL TOP OF WALL HEIGHTS(T.O.W.) & FINISH SURFACE GRADES.

B. PROVIDE 2" DIA. P.V.C. WEEP HOLES @ 8' O.C. IN SCREEN WALLS @ GRADE GRADE LEVEL ON TRUCK YARD SIDE.

C. CONTRACTOR TO PROVIDE WATER-PROOFING MEMBER TO SCREEN WALL AT ALL RETAINING/ BERMING CONDITIONS. PROVIDE WATERPROOFING @ INSIDE OF WALL ONLY. CONTRACTOR TO SUBMIT WATERPROOFING SPECIFICATIONS TO ARCHITECT PRIOR TO INSTALLATION.

D. SCREEN WALLS TO BE SUBMITTED UNDER SEPARATE PERMIT FROM BUILDING DEPARTMENT PER COUNTY STANDARD.

E. GATE MANUFACTURER TO PROVIDE DETAILING OF GATES TO WITHSTAND 90 MPH. WINDS, EXPOSURE "C" AND VERIFY ALL DIMENSIONS, DETAILS AND SITE CONDITIONS W/ CONTRACTOR.

ALL GATES TO BE WALL BRACED. SUB-CONTRACTOR TO SUBMIT SHOP DRAWINGS TO ARCHITECT PRIOR TO INSTALLATION.

CONTRACTOR TO VERIFY ALL CIVIL AND STRUCTURAL DRAWINGS FOR SCREEN-WALL HEIGHT. CONTRACTOR TO PROVIDE A MIN. OF 10'-0" HIGH SCREEN-WALL FROM FINISH GRADE @ STREET SIDE. CONTRACTOR TO ADJUST SCREEN-WALL HEIGHT AND FOOTING IN THE FIELD.

HPA architecture

hpa, inc.
18831 bardeen avenue, - ste. #100
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92612
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Owner:

RIDGE MORENO VALLEY, LLC
RIDGE MV LOT 3, LLC C/O
PROPERTY TRUST
201 COVINA AVE. - STE. #8
LONG BEACH, CA 90803

PH: (562) 856-3819
FAX: (562) 856-3820

Project:

CENTERPOINT BUSINESS PARK

Building 3

Brodiaea Ave.
Moreno Valley, CA 92555

-909-

Consultants:

CIVIL	Hulls-Zollars
STRUCTURAL	
MECHANICAL	
PLUMBING	
ELECTRICAL	
LANDSCAPE	Environs
FIRE PROTECTION	
SOILS ENGINEER	

Title:

Project Number: 12073
Drawn by: JAIME CRUZ
Date: OCTOBER 19 , 2012
Revision:

PA 12-0021

Sheet:

A4.1

SECTION
08/27/2012

MV00188089

ATTACHMENT 11

CITY OF MORENO VALLEYPLANNING COMMISSION
REGULAR MEETING
NOVEMBER 29TH, 2012

CALL TO ORDER

Chair Van Natta convened the Regular Meeting of the City of Moreno Valley Planning Commission on the above date in the City Council Chambers located at 14177 Frederick Street.

ROLL CALL

Commissioners Present:
Chair Van Natta
Vice Chair Salas
Commissioner Baker
Commissioner Crothers
Commissioner Giba

Excused:
Commissioner Owings
Commissioner Ramirez

Staff Present:
John Terell, Planning Official
Jeff Bradshaw, Associate Planner
Suzanne Bryant, Assistant City Attorney
Barry Foster, Economic Development Director
Michael Lloyd, Traffic Consultant Engineer
Clement Jimenez, Land Development Engineer

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

CHAIR VAN NATTA – Okay, we have the Agenda in front of us. Has everyone had a chance to take a look at it? Okay, anyone move for approval of the Agenda?

COMMISSIONER GIBA – I move that we approve the Agenda

VICE CHAIR SALAS – I'll second

CHAIR VAN NATTA – Thank you, moved and seconded…all in favor?

Opposed – 0

Motion carries 5 – 0, with two absent (Commissioner Ramirez and Commissioner Owings)

PUBLIC HEARING ITEMS

CHAIR VAN NATTA – The public is advised of the procedures to be followed in the meeting which is on display in the rear of the room.

PUBLIC COMMENTS

CHAIR VAN NATTA – And we going to begin the meeting with comments by any member of the public on any matter which is not listed on the Agenda but which is within the subject matter jurisdiction of the Commission and I do have one Speaker Slip here for George Hague. Can you please state your name and address and then proceed.

SPEAKER HAGUE – My name is George Hague, resident of Moreno Valley. You should have this in front of you. As you know I am a retired teacher and I hope all the time that you are here that you do an excellent job of educating yourself and reach out just for that reason. Looking at page one on this document. This is from City of Riverside. Actually WRCOG put it together seven years ago. The City of Riverside modified it a little and adopted it in 2008 and I'm wondering where Moreno Valley has something like this to help the residents and the developers. It explains what sensitive preceptors are as far as warehousing development is concerned. I'm looking at page 2 right now. You can't go through this entire thing; that is why I hope you will read this later, but on page 2 and I have highlighted, it says that diesel exhaust is responsible for 70 percent of the total cancer risk from air pollution. Once again diesel exhaust is responsible for 70 percent of the total cancer risk from air pollution. I think most of that

comes from the diesel trucks that we are inviting into our community. It is very sad to think that your job is to protect the health, safety and welfare of our residents and yet it seems like what we are doing is supplying jobs where they are going to be breathing this diesel exhaust at least 8 hours a day and I don't believe you are protecting the health, safety and welfare of the residents and especially those who work at these locations. When you have a situation where they are breathing this in, you might as well go out and ask them and encourage them to be smoking as to develop these and encourage them to work at these warehousing. It is very toxic; they breathe it in and there is usually no air conditioning or other at these warehouses. Flipping over to page 5... a health risk assessment is required when traffic area of an industrial project located within 1,000 feet. Workers are right there within 1,000 feet. They are standing right next to these belching diesel emitting trucks and yet they are saying for the safety of residents you should have 1,000 feet. No, once again you are not protecting the health, safety and welfare of the residents. Required trip reductions plans submitted for all businesses including warehouses to reduce by 6 ½ percent. That would be wonderful in this City if we had something similar to this... 2c down below, require warehouse distribution centers to provide onsite signage or directional guidance of trucks entering and exiting... require warehouse distribution centers to provide signage and flyers for the closest restaurants and refueling. The next page...

CHAIR VAN NATTA – Mr. Hague, you have about 30 seconds left.

SPEAKER HAGUE – With the 50 truck trips per day, you need to provide electrical hookups. Additional future tenants approving a warehouse needing refrigeration, likewise. No idling for 5 minutes, but I ask you when you put that condition into a project, do you know who is supposed to be enforcing that and has anybody ever enforced that in our City? Please check on that and finally page 7, risk as expressed, says estimated increased chances of getting cancer in a million. Whether it is one in a million or 100 in a million it does happen and I thank you very much and I hope you will read this at your leisure and maybe push for something very similar in our own City. I thank you very much.

CHAIR VAN NATTA – I thank you for your comments.

PLANNING OFFICIAL TERELL – Oh Chair Van Natta, just for everyone's information the City did adopt good neighbor guidelines into its Code about six months ago and it was tailored on the WRCOG plan as well as we did refer to the City of Riverside, so it is not exactly the same but it is very similar to Riverside in our Code. We don't have a handout about it. We do have it in our Code.

SPEAKER HAGUE – And I hope all the residents get to see that. Thank you very much.

CHAIR VAN NATTA – Thank you. Okay we have another Speaker Slip here… Tom Thornsley.

SPEAKER THORNSLEY – Good evening Commissioners. I've come to the City tonight because I have lived in the City about 15 years; participated in a number of Hearings over the years and haven't been to the Commission in a couple of years now. I do watch what goes on. I do read Staff Reports. Once in a while I will tune in and catch what goes on here. What I have come to realize is the City is in transition right now. We are going extremely heavy industrial. We are going to have probably the largest warehouse distribution center in the City. The City is I think the second to the largest city in Riverside County, yet we are the City some of the lowest development standards when it comes to just about everything that is developed in this City. Sadly to say industrial buildings are some of the saddest designs I've ever seen and I do have a planning background. I would really encourage all of you to get out of town and go look at stuff in other communities. Look at what is being done and start pushing for our City to have greater standards. As I fear the east end of town turning into a massive warehouse area, if we are going to give it up as mixed uses out there, then I want it to be the highest end use we can have and the same goes when you are looking at the specific plans. You want to make sure they are fully detailed. You want it to have stuff that gives you good guidelines and gets you good things for your community. When you look at the environmental documents, look at the mitigation measures and make sure they are really getting you something for your City. Don't let them be vague comments. Don't let them say "could" and let them say "should". Don't let them try to second guess what you might get. Make sure they are very, very definitive. I've been recently been looking through a number of documents and environmental reports and participated in some meet and confer projects and I'm kind of dismayed. There is very little in there that is saying that we should get all of the good things that we want and not just enough of them to get us by and I sadly feel that that is the way the City has been going. You know we are the easiest game in town for developers. The vast majority of what I've seen come to the City has been spec buildings. For spec buildings, the developer will spend the littlest amount possible to build something to then get someone into it, whereas if you actually have known tenants they want to promote themselves. They want to look good and they will bring that to the City and they will offer it to you. So if you don't have standards that encourage high end development, you'll just keep getting what I'll speak on later tonight about, but as a whole I applaud you for your effort… I mean I gave up my day to read the environmental document; the draft, the final EIR and the Specific Plan…

CHAIR VAN NATTA – You have about 20 seconds sir

SPEAKER THORNSLEY – And Staff Reports for both items tonight, so it is a big challenge to do that much reading to keep up with it let alone actually be involved

in the whole process, so I hope you guys can all start making a better effort on behalf of the citizens. Thank you.

CHAIR VAN NATTA – Thank you for your comments. Okay I believe that is the end of our Non-Public Hearing Items and we will now go into our Public Hearing Items.

PUBLIC HEARING ITEMS

2.	**Case Number:**	**P12-057**	**Environmental Impact Report**
		PA12-0019	**Plot Plan**
		PA12-0020	**Plot Plan**
		PA12-0021	**Plot Plan**
		PA12-0022	**Zone Change**

Case Planner: **Jeff Bradshaw**

CHAIR VAN NATTA – Okay, ladies and gentleman we're back from our short break and we are ready for our second item on the Agenda and Jeff Bradshaw is our Case Planner on this. Would you like to tell us about the project please?

ASSOCIATE PLANNER BRADSHAW – Thank you. Good evening Chair and members of the Planning Commission. Item 2 is a proposal for 4 applications for the construction of one, an addition to an existing building; two, a new building on the north side of Brodiaea and Graham and the third presents two alternatives or options for the corner of Frederick and Cactus. The corner location at Frederick and Cactus is currently zoned Business Park Mixed Use or BPX Zone and that comes with a list of particular uses that are allowed there. The developer is interested in being able to utilize that for either truck parking/trailer parking or possibly a warehouse facility. Both of those would require a change in zoning from Business Park Mixed Use to Light Industrial. That is the fourth application that is proposed this evening is that zone change. The surrounding area is comprised of comparable zoning and comparable development, so the uses proposed there under application PA12-0019, both the proposal for the truck court and the building alternative would be permitted under that zone. The adjoining property and I apologize for the way the site plans are kind of haphazard… the exhibit at the top left corner with the orange and the tan shading is a site plan exhibit that would accompany Plot Plan application PA12-0020

which is a proposal to add just over 500,000 square feet to an existing 780,000 square foot approximate size building and that addition would result in a building with a total square footage of just under 1.3 million square feet. The third Plot Plan application PA12-0021 is for building three. It is the exhibit on the wall there that is in the middle on the top. That facility is located on the north side of Brodiaea. At the intersection of Brodiaea and Graham there is currently the interim use of truck parking there. If you have had the chance to drive the area there, you can see some of the onsite improvements that are in place. There are perimeter screen walls. There are some water quality improvements and landscape. This building would be constructed over the top of the existing storage area and then extend beyond that, past Joy Street onto some existing parcels and the result there would be the construction of a building of just over 600,000 square feet. The three buildings are all proposed for warehouse distribution use and building 3 and building 4; the expansion and construction of both those buildings would require the vacation of Joy Street. The project has been designed and conditioned to recognize easements and infrastructure that are located within Joy Street and those would all be moved and relocated into new easements that would accommodate the requirements of the water district and gas line and anything else that is currently within an easement. That has all been taken into consideration. For building 3, Joy Street also includes an extension of a sewer line to the northern property line and that would be relocated to the western portion of that site. So I've had a chance to take a look at the existing infrastructure and easements and take them; relocation and movement of those things into account. This project; because of the size and scale and scope of the project, the environmental for this required the preparation of an Environmental Impact Report and the environmental, following a review by Staff we were able to make that available to the public for review. We did receive comments on that and we worked with a consultant to prepare responses to that. Both the Final EIR and the Draft were made available to the Commission for your consideration for tonight and what we'd be asking of you is to review the project; both the design and the environmental document and make a recommendation to Council as to whether or not the project and the documents should be approved and certified. In the noticing efforts for this project, I did receive one phone call from the property owner to the north, Mr. Dhalla had concerns about how this new development and specifically building 3; the one located at Graham and Brodiaea might affect future storm runoff and he also had concerns about how and where he would be able to tie into sewer connections and he seemed satisfied following that conversation with the design of the project. The project as proposed would not result in any changes to storm runoff for his property. The water would continue to leave his site and be accepted onto this property and conveyed into the storm drain system in the same manner that is occurring now. The sewer would still be available to him by being relocated from Joy Street to the western property line. Before you there is a packet of comment letters that were submitted for this project. They included two letters from responsible agencies; one from AQMD, one from Cal Trans and then there was another letter provided by Johnson and Sedlack and Staff had a chance to

review the letters from the responsible agencies along with the consultant, felt that those issues had been addressed and responded to. The other came in today and there hasn't really been time to see really what is in the content of the letter to address the concerns that are raised there. With us this evening I guess before I conclude, our Community Development Director wanted an opportunity to present some information to you and I wanted to let you know also that the Environmental Consultant, that team is here if you have questions about the environmental.

PLANNING OFFICIAL TERELL – Yeah and on the environmental, as with other large projects like this, the environmental document was prepared by one consulting firm and then the City also hired a second consulting firm to assist in the review of that, so we had two experts as well as Staff looking at the reports to make sure they were complete as possible.

ASSOCIATE PLANNER BRADSHAW – And if I could just add to that; I apologize before anybody speaks... as with other projects that we have presented to you, there were some categories within the environmental review that while mitigation is being proposed, could not be fully mitigated to less than significant and so some of the documentation that has been provided to you includes findings that would be made in support of recognizing... that instance would still be approving the project and certifying the EIR so that amongst the packet of information, the things that you have available to you this evening would be a resolution for the environmental that includes those findings as well as the mitigation program for this project; it would enumerate our list; the mitigation measures required for this project for construction and so that information is available to you as well.

CHAIR VAN NATTA – Can we have a little clarification on the exhibits up there as to which one applies to which Plot Plan? You keep referring to building 3 or this or that and I'm a little confused.

ASSOCIATE PLANNER BRADSHAW – I apologize. With the building numbers, I'm not sure that I still follow the connection myself. The planning numbers and how they correlate; PA12-0019 is for the development proposed for the seven acres on the corner of Cactus and Frederick and that would also correlate to the exhibit on the bottom left hand corner that shows a proposed truck storage area which is one alternative and the second would be the exhibit on the top of the far right for building 11. Both of those are proposed under Plot Plan application PA12-0019. The exhibit on top at the far left, is Plot Plan application PA12-0020 and that is referred to as building 4 and that is the additional 500,000 square feet proposed for the existing Harbor Freight location and the exhibit in the middle is Plot Plan application PA12-0021 or building 3 and that is located at the northeast corner of Graham and Brodiaea and that would be a brand new building as opposed to the addition.

CHAIR VAN NATTA – And then the zone change applies to which?

ASSOCIATE PLANNER BRADSHAW – The zone change applies to what is referred to building 11 or Plot Plan PA12-0019 and that is the northeast corner of Frederick and Cactus. The balance of this site is all…

CHAIR VAN NATTA – Which one?

ASSOCIATE PLANNER BRADSHAW – Which of the exhibits…I apologize… It's the upper right hand corner and the lower left hand corner.

CHAIR VAN NATTA – Okay, so it's kind of a little bit of juxtaposition; some of them referring to more than one… okay?

ASSOCIATE PLANNER BRADSHAW – Yes there is the numbering scheme that the developer is using to keep track of the build out I believe of that Centerpoint area and then there is the numbering scheme the City uses when they assign a number to a Plot Plan or a case.

CHAIR VAN NATTA – And we'll just call them A, B, C and D so that we have another set…

ASSOCIATE PLANNER BRADSHAW – Sure, if we can introduce another way tracking them…

CHAIR VAN NATTA – Okay, thank you

VICE CHAIR SALAS – Jeff, zone changes for the truck parking; for the trailer parking…

ASSOCIATE PLANNER BRADSHAW – Change for the seven acres on the corner… and the zone change is required because under the Business Park Mixed Use zone you cannot build buildings over 50,000 square feet, nor can you store vehicles in this manner, so that use is only allowed in the Industrial or Light Industrial zones and so the proposed zone change would allow both of those uses to take place there and the zone really is complimentary to the surrounding area. The balance of everything on the east side of Frederick and south of Brodiaea is all Light Industrial zone.

VICE CHAIR SALAS – Thank you.

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – I just wanted share a few of my comments with the Planning Commission before you go ahead and hear from everybody else on this project. I'm Barry Foster, the Community and Economic Development Director for the City. Harbor Freight Tools really has been a great corporate partner for Moreno Valley. We just did

our annual survey of major employers and Harbor Freight is number 16 on that list. Harbor Freight opened their first facility just a year ago. It is the 779,000 square foot distribution center at Centerpoint. They quickly outgrew that. This summer; late this summer they actually leased another building; another new building that was just constructed in the south of Moreno Valley in the industrial area and so they are working on improvements for that facility, which will be their second facility here in Moreno Valley and they need more and they are really looking to relocate their distribution facilities for everything for the Western United States that would serve everything west of the Mississippi to Moreno Valley. I think that's the goal that they are pursuing and I think the great thing is this will add more jobs to Moreno Valley and these are not relocations of jobs from someplace else. When they moved their first facility here, just a handful of people came from Ventura or the Oxnard area. These are all brand new jobs. These are people that live in the community and the mass majority of them live here in Moreno Valley. I think they are very... in my discussions with Harbor Freight, they are very pleased with the quality of employees they will be able to have at this facility and I think that speaks volumes of why they want to do more investment and have more facilities here in Moreno Valley and then Ridge Property Trust; I mean they are a top notch developer. They are a very qualified developer. They have done work all over the United States. They've done a great job here in Moreno Valley with the Centerpointe Business Park and we've already established businesses there like Minka Lighting, ResMed, Serta Mattress and Frazee Paint. There is a Regional Distribution Center for the US Postal Service and then now we have Harbor Freight, so it is a great lineup and they've all produced jobs, which we desperately need here in this community. The Development Plan is presented by Ridge and by Harbor Freight, clearly meets objectives that the City has established with our two year Economic Development Action Plan. The development of Centerpoint and the creation of jobs is what that Economic Development Action Plan is really all about. At the very beginning of the meeting, one of the speakers talked about Moreno Valley having not great design standards and development standards. That is absolutely wrong. Just a month and half ago I took a bus tour with a professional group of real estate brokers, developers and City officials that looked at Ontario, Fontana, Riverside, Perris, Moreno Valley, Redlands, San Bernardino. I think we looked at probably a hundred industrial properties that day. The buildings that are constructed here in Moreno Valley are every bit as good as in any other community that is represented in the Inland Empire. He also talked about the fact that we shouldn't; that some cities don't allow spec building development. That is not what is done in this industry. If you look at Moreno Valley and we have about 12 million square feet of industrial development currently built in this community, with the exception of Sketchers and Walgreen's every other building that has been built in this City has been a spec development building. Tenants and users for those buildings want to have a fully approved and entitled project before they enter into a lease. It is a little bit different here today and Harbor Freight was a spec building. They came along, they leased it, they put their improvements in and they are now looking to expand. Typically 90 percent of all

the industrial development in this area is spec development. Users do not want to take the risk of going through a number of years; the potential for CEQA challenges and everything else, they look for approved and entitled projects and I think you've got a great corporate user that wants to bring more jobs to this community in Harbor Freight. You've got a quality developer that has already developed a nice Master Plan over there and they want to do more and I fully support the project. I think it will be a great project for the community and I'm happy to answer any questions.

CHAIR VAN NATTA – Okay do we have any questions of Staff?

VICE CHAIR SALAS – I'll start with one. Okay we are talking about full time jobs? We're not talking construction jobs here, right?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – Right, okay. When Harbor Freight gets up, I'll let them talk about how many people they are looking to add at this facility. I think they have some ideas on that, but there will be construction jobs obviously during the construction period, but what they have currently and what ranks them 16th in this community in terms of major employers are full time jobs.

VICE CHAIR SALAS – Okay I'm just talking about full time, permanent jobs. Okay, thank you.

COMMISSIONER CROTHERS - I have a question. Are all of these buildings going to be Harbor Freight?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – No, just what they are looking at right now is just the expansion and then the truck parking facility would be theirs too. The building in the middle; the 600,000 square foot building would be another future opportunity and some of that is already approved and entitled now. What they are looking to do is rather than have three small buildings; there is just no market for that is to have one large one and that potentially; I think our hope is that they continue to grow Harbor Freight and maybe have a need for that. It is right across the street, but they are not committed to that right now.

COMMISSIONER CROTHERS – And who gets to park in that big giant parking lot?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – Harbor Freight… they'll have trucks and truck trailers there that will be within the perimeter…

COMMISSIONER CROTHERS – And that is just for Harbor Freight; that's not for the other three buildings that are going to be right in the vicinity?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – That is just for Harbor Freight

COMMISSIONER CROTHERS – Okay, thank you

COMMISSIONER GIBA – Okay, a couple of questions. On your proposal PA12-0019 you said either/or… which one is it and how are you making that decision? I'd like to know in advance. I'm not inclined to approve something that makes a decision later. I'd rather make it tonight if we are going to do that.

PLANNING OFFICIAL TERELL – Yeah, the applicant asked for the option for one or the other. I think the applicant will tell you what their preference is now based on what has happened since they submitted the project, but we've done this on other projects. It provides flexibility. What we do with the environmental is we assess the worst case and in this case it would be building a building, because building has additional activities in it unrelated, whereas this parking area would be related to the other building to the east, so we have provided developers options on other projects. We've assessed it so that we know the maximum impact and we provide and we mitigate and design for that, so if they choose to do the less impactful item they have that option. So it is just like if someone was building a shopping center and they have 20 buildings in a shopping center, they might build one or two and then they might change their mind and we have had situations in shopping centers where they want the option to do x or y and we provided that maximum flexibility for success in either the current economy or future economy. So today you are being asked to approve both of them and one will get built immediately and let's say they build the storage lot; they would have the opportunity to build the building later; they have a three year window. That is how long approvals are for and then at the end of that three year time frame, they could ask to extend that option because Harbor Freight or some other user may decide today they want the storage lot and in three years or four years they might want the building to expand, so we provide that opportunity and at every three years, we would re-assess that. They would have to apply for an extension of time and we would look at it and update the conditions, so it would always be consistent with the City Code, so that's what you are being asked to do and we have done that on several other projects to provide the maximum flexibility so that a project can succeed.

COMMISSIONER GIBA – Okay now north of Brodiaea is a parking lot already. Is that a Harbor Freight lot?

PLANNING OFFICIAL TERELL – It is

COMMISSIONER GIBA – Alright, so then what they want to do is they want to take that parking lot, put it in the left hand corner at Frederick and Cactus and

then vacate that basically to build a building. Is that going to be on the north side also for Harbor Freight; your middle picture there?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – It is not part of the lease right now. It's a future development opportunity. Ridge is getting that entitled tonight and again there are approvals in place right now. What they are really doing is rather than having three small buildings, they are looking to put one large building there. That is not part of the Harbor Freight lease. What they have is the expansion of the one building and then moving the truck parking to the corner and that will be part of their lease, but what John said is if at some point in time and if in 15 years in time when the lease runs out and they don't extend the option and Harbor Freight is not there anymore, they could then potentially build a building there.

COMMISSIONER GIBA – Okay but in the meantime the parking lot isn't hiring anybody, right?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – It is part of their business plan and if you look at what…

COMMISSIONER GIBA – You have a choice of two buildings, right Barry? You have the building they want to build, which is the "either" and then you have the "or", which is the parking lot… am I correct what the choice is?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – The lease will have what Harbor Freight wants to have which is truck parking there.

COMMISSIONER GIBA – Okay, so that is what they want to do is a parking lot.

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – Right

COMMISSIONER GIBA – On the corner of Frederick and Cactus, okay, so the parking lot isn't going to hire the same amount of people as a building facility they were originally going to put there. Am I correct?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – I'll let them get up and talk about how many people they are going to hire when they do the expansion, but they have to move their truck parking.

COMMISSIONER GIBA – My concern is on one hand we talk about hiring people and putting people in place, but on the other hand we're talking about building a facility or something that could later on and might be hiring people, but not at this real point, so I just want the clarity if that is what they are really going to do is put the parking lot there, that is not a building; that is not office space and that is not people and that is what I want to make sure of…

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – I'll let them talk about how many people they want to have, how many will be there when they expand the building and what they'll be up to.

CHAIR VAN NATTA – How much distribution they could actually do if they didn't have any place to put their trucks.

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – And when I went on this tour, the facilities that have the ability to do truck parking next door are very valuable right now. In fact Harbor Freight has that in the building that they just leased in the south part of town and not every facility has that. That's a very valuable component which generates jobs in the building that they have. They may not have jobs right there but it has an overall positive impact and effect on their business plan.

COMMISSIONER GIBA – Yeah and these are questions that a lot of people ask about okay. What is this going to do so we are going to need clarification on that even for me, the value of that versus the other at that point in time and the building that they are doing on it, because this a very large project and they already have a parking lot that they have in the top side that they are using for their rigs and stuff on the north side of Brodiaea, right?

PLANNING OFFICIAL TERELL – Yeah but I think the idea is that would be moved to the corner, that would free up the site on the north side of Brodiaea for an additional building.

COMMISSIONER GIBA – For an additional building…

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – And that existing lot is an interim use. It was the ability to get them something close by to put their trailers. They want to move it to the corner and do a nicer plan and do the screen walls and everything else there and then vacate and not have the interim facility on the north side of Brodiaea and then hopefully we'll be able to do another 600,000 square foot building there in the future.

COMMISSIONER GIBA – In the future… okay. I'll probably have more later.

CHAIR VAN NATTA – Okay do we have any more questions for staff or can we move on to the…

VICE CHAIR SALAS – Does the property owner to the north didn't have any problem with vacating Joy Street; is that correct?

ASSOCIATE PLANNER BRADSHAW – No, he had three questions actually. He wanted to know how that might affect access to his property; which it would not, he would continue to be able to access their commercial zone properties and

they would really take primary access from Alessandro, so the loss of the Joy Street connection really was not going to affect the development in that manner and once he understood that, I believe he felt comfortable with the answer. He didn't state any objections to the project. He seemed to understand that by approving this project, it was not going to negatively impact his project in terms of runoff. This project would continue to accept the same drainage that had always left his property and crossed onto this one, so that would remain the same before and after and then the other concern was the sewer connection and that exists now through I believe the efforts of the applicant. They built Joy Street and they put in the sewer and by vacating it, they'll now lift the sewer line and move that to the west and relocate it parallel to that western property line and would continue to go from Brodiaea north to what would be the northwest corner of that site and which would give that property owner the opportunity to work with the Water District to tie into the sewer line.

VICE CHAIR SALAS – No I understand, because when I drove out there, I see the purpose of Joy Street. It is just basically to facilitate Harbor Freight where they are now, so by losing the Street, if he doesn't have a problem with it; it is probably no problem there.

ASSOCIATE PLANNER BRADSHAW – He seemed okay with the answers that I provided.

VICE CHAIR SALAS – Okay

PLANNING OFFICIAL TERELL – Yeah relative to Joy Street, we also consulted with our Transportation Engineering to make sure there wasn't any impact on the City circulation system, so we did look at that as well.

VICE CHAIR SALAS – Yeah, I see Michael Lloyd shaking his head over there

ASSOCIATE PLANNER BRADSHAW – Yeah we're probably past this now, but just for reference, the Applicant did provide an exhibit that really shows the entirety of the Business Park and using their numbering schemes you can see the relationship of the three buildings that are proposed this evening where they fit into the street system and how they relate to one another.

VICE CHAIR SALAS – Thank you

CHAIR VAN NATTA – Okay, we're going to move on to Public Comment now and we are going to start with the Applicant.

APPLICANT RICE – Good evening Commissioners. My name is Dennis Rice. I'm with Ridge Property Trust. We are the developer for this project. Before I get started with my presentation, I'd like to take the opportunity to thank John and his Staff, especially Jeff, Land Development, Fire, Transportation and Barry for all

their hard work. We've put this together in a fairly short order of time and I know they worked very hard. I've also got here with me pretty much our whole team involved in the EIR preparation; Traffic Engineer, Applied Planning who oversaw the overall preparation, our Architect. I've also got Mr. Trey Fieler with Harbor Freight and he'd like to get up in a couple of minutes and talk a little bit about Harbor Freight and I've our Civil Engineer Maurice Maurod who can address anything having to do with infrastructure and/or dry and wet utilities. A couple of things on some of the items that were talked about; Dr. Dolla who owns the property to the north of us; he actually owns the corner, the northeast corner of Brodiaea and Frederick. He also owns the corner at Alessandro and Frederick and then he owns the property running along Alessandro, almost all the way to Graham, kind of in the "L" shape there and I've talked to him over the last couple of days. I provided him with a utility plan prepared by our Engineer to get him comfortable that he is not getting anything taken away. We're still picking all his storm drain flows. We provided the sewer line up to his property line that he can tie into and there are also utilities in Brodiaea and there are also utilities in Frederick and there are utilities in Alessandro that he also can tie into those, so I think he was comfortable Jeff. I will send you a copy of that exhibit that I did send him so you've got that. If you don't mind I'd like to step up and kind of walk through the Site Plan. I've also got these aerials that might help you to visualize this just a little bit better; if you can share that, I only had two of them, but just to give you a little bit of history on this project… back in 2002 we bought 162 acres; a majority of which was purchased from Dr. Dolla and what we have currently built out here is about 1,853,000 square feet which is the 780,000 square foot building for Harbor Freight, 180,000 foot building to Frazee Paint, the 530,000 foot building to Minka Lighting, 130,000 foot building to ResMed and 231,000 foot building to the Post Office. When we originally bought this site Brodiaea did not exist, so that is a new street all the way from Frederick to Heacock. Gilbert Street did not exist. Rebecca Street did not exist and Joy Street did not exist and as part of the overall improvements that we did when we built the whole project it was our decision to build out all the infrastructure at one time because we thought it would add more value to the project as to doing it piecemeal, so we did that and part of that included widening out Cactus from Heacock all the way to Frederick; putting the landscape median you see there today which now with the project here on the corner, west of Frederick will be improved even further west of Frederick; the Cactus improvements and we spent about 29 million dollars in infrastructure improvements; off-site infrastructure improvements for the project back when we did the original five buildings. What we are proposing today and Commissioner Jeffrey I don't know if there is some confusion when we were talking about it but Harbor Freight is expanding the 780,000 foot building to an additional 500,000 foot building.

COMMISSIONER GIBA – No I get that, I get that

APPLICANT RICE – Okay, so they will be expanding. We'll be vacating Joy Street here. They'll expand this 780 by another 500,000 square feet and then

we're taking the existing and I think you can see it there on the aerial there; the trailer parking lot north of Brodiaea that sits right here, which takes up about 8 acres of that 17 ½ acre site on what we call Lot 3 or Building 3, which is right here. Originally there was a building of 400,000 square feet planned. In order to do the deal we entered into a 10 year lease with Harbor Freight for this trailer parking lot. As part of this expansion it made sense to move it down to the corner and that way Harbor Freight is now all self contained on one lot; they don't have to cross Brodiaea to take a trailer over to the building, it is all contained on one lot and it also benefits us because now we can terminate this trailer parking lot and build a building and utilize the whole 17 ½ acres versus not utilizing any of it because it was just a trailer parking lot on half the lot. We originally had like I mentioned a 391,000 foot building planned here, 106,000 building on Lot 2 and an 80,000 foot building on Lot 1. We thought it would be better based on market conditions to combine those three lots and go with one larger building that is about 600,000 square feet. We are in lease documents with Harbor Freight to lease under a 20 year lease now, this building here and the trailer parking lot. This building here was originally leased under a 10 ½ year lease and what will happen is when this lease expires it will automatically roll into the same term as this one here, so Harbor Freight; we anticipate this building if it gets approved, being finished construction wise in 2014, so that lease would expire in 2034, plus they have another 20 years of options to extend the lease for another 20 or so, so it could be a total years of 40 years or more. One thing we've offered anybody that would like to tour the facility and I think you'll see when you go into the facility that they have a huge investment in material handling equipment and racking and I don't think you are going to see them go anywhere any time soon, so they are here for the long term. With that, I'll address any questions you might have. This building, number 3 here, is again we're just seeking entitlements there. At this time we don't plan on going spec on a 600,000 foot building. Our hope would be but Harbor Freight is not committing to it based on the way their currently expanding, that would be a viable choice for them down the road sometime, so with that I will take on any questions.

COMMISSIONER GIBA – Just let me do some clarification… all that I was quite aware of it. It is quite obvious. I spent two hours running around the lots in all honesty and seeing the size and scope and the inspection of it and going over the Environmental Impact Report that is involved in that, all the arterials that feed into that whole location and I had an inquiry as to the either/or situation, which was a concern. I wanted clarification on that because I didn't want any undue thing… well they said they would be putting more jobs out here and now I've got a parking lot, so I wanted clarification. I want to know exactly what you intended to do on that corner. I didn't want an either/or personally. If I am going to make a decision, I want to make a decision on what is supposed to go there and not what we might want to put there and leave later and have something happen with it. Your explanations are good and I appreciate them very much. A lot of building space there. Harbor Freight is wonderful. There is nothing that I'm saying against Harbor Freight in any way, shape or form. Please do not

misunderstand that. I just want to make sure that the City gets its bang for its buck. A lot of buildings, a lot of facilities, a lot of impact on our arterial system and want to make sure of that and I've seen that other building that you had there for parking and the one side is an unfenced side and you should have it all fenced in where you had it, but out there in the middle, it was no big deal. You know you couldn't see it out there, but on the corner of Frederick you are going to be able to see a parking lot if anything is exposed and it is not going to be really lovely, not down from the City facilities either, so how soon did you have to expect to build each one of those? Are they going in any kind of stages? Did you intend to do them at one big shot? I think the Environmental Impact Report actually addressed something like that as to doing it in phases or doing it at one time, which is affects your Environmental Impact Report if I am correct from what I've been reading.

APPLICANT RICE – One thing I'll address to make sure we are really clear, is the intention of Harbor Freight and us and this is what we are documenting in the lease is that corner lot is going to be a trailer parking lot and that will be under the same 20 year lease term as the building itself and that trailer parking lot is very critical to their use. The second thing is that on that trailer parking lot it is going to be screened with concrete screen walls similar to what you see on their existing building along Cactus there and the same thing that you see on the trailer parking lot at Brodiaea. There is going to be no chain link fences, it is going to be screened on the north, the west and the south sides. The east side is what kind of ties it into the expansion building there, so you won't even see a trailer in the parking lot as if you were standing at Cactus or Brodiaea trying to looking at their truck courts. Those walls are 14 feet high, there are architectural design elements to it that will match what is already there, so you won't even see the top of the trailer and won't know it is there and it will heavily landscaped in front of the screen wall, so the chain link fence that you saw was really a temporary fix for Harbor Freight.

COMMISSIONER GIBA – I assumed so; yes

APPLICANT RICE – And we entered into a 10 year lease with them. Our intention was not to... we wanted to develop that and get full utilization of that site, so we as the landlord had the unilateral right to terminate that lease after three years, so if market conditions improve and we could go build a building, we could go and do that and that was kind of the intention of making the north, the east and the west sides the fence and then the south side was permanent because then a building was going to sit behind that.

COMMISSIONER GIBA – Um, so back to my other question on that is do you intend to do the buildings in phases or anything? I don't know if this is appropriate John, you can cover me on this one because we didn't say anything on the Environmental Impact Report whatsoever and yet in the Impact Report there were several circumstances of not being able to totally mitigate it. As a

matter of fact compared to the VIP that we did, it seemed to be a lot more of those problems than we say with at least from what I am reading. There were quite a few of them that said hey no matter what we do, this isn't going to change because we can't control that overpass or we can't control this because that is not going to happen and we don't know how long down the road were are going to be able to repair that situation and it could take a long time before this happens and so there was some severe concerns on the Impact Report for your ramp changes at the I-215 southbound ramps on Cactus, your Ellsworth, Frederick and Graham and I could go right on down the list from page 256 and so on down the list, so it would seem to me to be wise to do this at a slower pace and not one time so that you could maybe over time be able to negotiate and mitigate some of those needs, instead of at one big shot and that's why I asked you that question.

PLANNING OFFICIAL TERELL – The Environmental Impact, obviously we look at what is normally called the worst case scenario and that is building it at once, so obviously if you build it in pieces, that by its nature reduces some of the impacts and provides more time for those regional improvements to be constructed.

COMMISSIONER GIBA – Thereby my question; to intend to do it in pieces or at one time, the worst case scenario.

APPLICANT RICE – The way we've set up the lease with Harbor Freight is they have to stay on Lot 3 until we finish the building and the new trailer parking lot on the corner of Cactus and Frederick, only then can we move them off of that lot and switch them over to the corner lot so they don't have any down time as far as not being able to park their trailers and they have 60 days after that lease starts. We anticipate finishing these buildings or finishing the Harbor Freight expansion building and the trailer parking lot in September of 2014 and then they have 60 days after that to be able to move their stuff over from the trailer parking on Lot 3 over to the corner. So probably the soonest for us that we could get going on a building; the 600,000 foot building north of Brodiaea would be in the first quarter of 2015 and that would be the best case scenario for us.

COMMISSIONER GIBA – So we are looking at 2 ½ years for something like that and I would ask John of course and Michael over there is that a practical time frame for them to mitigate some of these street and road and arterial road problems coming through Cactus, because that is really the only way we can get to that freeway. Yeah, Alessandro is there, but you've just got Cactus and the other side is Riverside and you know you are going to have to negotiate with Riverside and I know you've got the TUMF fees involved in all that, but still those are not guaranteed without negotiating and working with the other parties involved, so how long does this usually take us to accomplish this goal.

PLANNING OFFICIAL TERELL – Well typically the restriction on regional improvements is getting enough money to do it and so 2 ½ years won't solve all those problems. The City is currently working on widening the south side of Cactus and certainly within that time frame that is very likely that that might happen, so there will be improvements over a 2 ½ to really more like a 4 year period because the second building wouldn't completed until later to resolve some of those issues, but regional problems; they are regional for a reason, they are very expensive and they take a lot of money to do and the timing is… in times like we are in now when growth is very low, takes a long time to gather the money to put a big regional project together. In good times, it takes less, so I don't want to mislead you and say that you know in 2 ½ years those issues will be resolved, but it does provide some time to do some improvements such as the south side of Cactus and it does allow the planning on the Cactus interchange to proceed further towards realization.

COMMISSIONER GIBA – Is there any way of working together and I'm not trying to stop your project in any way, shape or form, we want to move forward on it, but my concerns really are the concerns that are coming out and in what I've been reading and trying to digest. It is not just the streets and arterials, it is the ramp improvements, the air quality; all of those is a whole list of them that we are showing very high difficulty to accomplish. On large site such as this one, I am almost willing to say that we've almost exceeded our capacity in that location, so is there any way that we can work together and say look you can't move on to the next thing until we've accomplished this. You know what I'm saying… if it is going to take 5 or 6 years instead and Harbor Freight I apologize, but this is where my brain was going when I was thinking of it, that to help move us along on these mitigations, not just say 60 days and then you vacate and now we build this, but unless this arterial is repaired or unless we've engaged in environmental with the City of Riverside or this expansion project is taking place and we cannot move forward with the next… you know what I mean. Am I making myself clear?

APPLICANT RICE – I understand what you are saying; yes

PLANNING OFFICIAL TERELL – I think the answer is you could, but the project that is being built provides the resources to build the regional facilities and they provide not only direct funding, but they provide funding to leverage other funding, State and Federal funding to build those regional facilities. There are a lot of them… ones that are under construction now obviously at Nason, which has been… you know the road created an issue and now it is solving it because there is enough money to take care of that interchange. Moreno Beach is next in line. The Van Buren interchange is being improved based on all the development over in the Meridian Project on March Air Reserve Base, so all these are happening incrementally and I don't want to say chicken and egg, but it is very hard to time it exactly. One thing to the credit of Ridge Realty is for their specific area, they did put all of the infrastructure in at one time. That is very expensive and so they have already put in a big investment beyond what many

other developers are able to do, so I'll tell you about something in another community so you can get some perspective. In Redlands there is the corner of Alabama and Redlands Boulevard. It has been at level of service F for at least 10 years and every single project in that part of town has had to override that restriction. Just now they are starting to get money in order to improve that and it is similar to San Bernardino who have a similar system to us where they do collect some regional fees and some city fees, so there is some time lag and the projects create impacts but they also help solve those impacts. The other improvement that will be completed certainly before any of those other projects are constructed is our favorite is the intersection of the I-215 and the 60. Again that will help. That is a huge regional facility similar to when they did the 91 and the 60, that was such a big impact, but that took a lot of money in order to do it and a lot of that money was from TUMF funding and other local funding that helped us leverage the Feds and the State, so again there is an opportunity to place restrictions on what must happen before development can occur, but often it is counterproductive because the projects themselves help remove the obstructions and without that it is very difficult to do. Does that make sense?

COMMISSIONER GIBA – Oh yeah it makes sense. My concern is the time lag on all of that and now we also the March facility that is being built too which I'm quite sure will exit into Cactus as well. Cactus is the only access point for all those along that entire corridor and that is what concerns me; not those beautiful facilities and your ability to bring us the jobs, but are we going to over impact ourselves in one area. This area is getting pretty tight and everybody wants to build in there and maybe it just cannot hold it as much as we would like it to, so that's what I'm trying to be concerned for, is that we might get ourselves into something that we can't get ourselves out of for a long time… Redlands mess… so that's my concern and if you can make me feel better about that that would be just be great.

APPLICANT RICE – Yeah I think I'd leave that up to Michael and we've also got our Traffic Engineer and he did the Study and he could probably talk to that also.

TRAFFIC CONSULTANT ENGINEER LLOYD – Well I don't want to convolute the conversation here but…

COMMISSIONER GIBA – Do it Mike; convolute me…

TRAFFIC CONSULTANT ENGINEER LLOYD – But one thing to keep in mind is that these cumulative impacts are just that; they are cumulative, which in essence that it is dependent upon all these other developments that were assumed in the Traffic Study. You have eluded to some of them; the March Life Care Facility; the Meridian Project and there are other projects as well that will occur that will put traffic onto Cactus, so this project as a standalone did not have the direct impacts to Cactus Avenue and that is threshold that we use to identify what the developer should be held to do versus what the developer should

contribute to, so that is the grounds for the conditions that are in front of you tonight and just try to keep that in the back of your mind and that it is a timing issue that has already been stated, but it is not just a timing issue versus road improvements and the three buildings that he is proposing, it is the big picture timing issue of well does this project go before March Life Care; maybe; most likely just given the track record. Is it ahead of schedule like say some of the buildings over in the Meridian Project; probably, but again there is no guarantee, so it is a timing issue over which this applicant has no control over and because we are talking multi-jurisdictional, the City has no control over, so you are absolutely right, there has to be a process where we work together with our neighbors, which is under way, which John eluded to. We are trying to secure funding for that additional third eastbound lane. It is in our Capital Improvement Plan. It is partially funded at the moment and we are aggressively going after those funds so that… we know that it is needed and it is stated as such in the Capital Improvement Program that is essential and it needs to be done in the next couple of years, so the sense of urgency is there, so we are out chasing funds so that it can be done. You know 2 years may be too optimistic but it is certainly in the realm of possibility and it is all about securing those funds.

COMMISSIONER GIBA – Yeah, I'm kind of just putting a goat on you guys just a little bit and letting you know it is something that is a concern and I think if it isn't mitigated properly over the next few years and it becomes a big problem I think it is going to be an uncomfortable seat to sit in at that point, so I wanted to make it clear that this is a big concern, because I don't know that everybody has spoken to the EIR, even though it is out there and it is available, so I always look at it as my responsibility to bring that forward, otherwise I don't think I'm doing my job as a Commissioner. So air quality is in there just as much and you get air people screaming about the air quality with all the trucks and everything; the open parking lot with the trucks there. There is no way to… a lot of trucks parked in one little corner of the world, so you are going to see that coming up as well, so that was my concern is how soon can we resolve some of those cumulative issues before this facility is built out; a wonderful opportunity, but we want to make sure it is done correctly and the property timing, because my concern is not just jobs, my concern is quality of life in the City of Moreno Valley too you know and if people are trying to get to work to the freeway and now they can't get through because you know it is held up and it is uncomfortable and people are having difficulties, that is not good quality of life either; jobs maybe but not quality of life. That is my point. Sorry to drag this on but…

CHAIR VAN NATTA – Okay, thank you. Does anyone else have any questions of the Applicant?

APPLICANT RICE – Thank you

CHAIR VAN NATTA – Okay, thank you. We'll go on to our Speaker Slips here… George Hague

SPEAKER HAGUE – George Hague, Moreno Valley… First of all I'd just like to commend all of you for allowing the public to speak. The last hearing was very nice and like I say commendable. I am representing the Sierra Club on this project. What you did with the VIP Warehouse, I disagree with several of the things related. You did a better job on that than probably most warehouses I've seen in this City. Hopefully you will require a similar Silver LEED Certification on this. I repeat again what I said on the previous project or previous time. Diesel exhaust is responsible for about 70 percent of the total cancer risk from air pollution… 70 percent and we are just bringing it into our City one project after another and then you say we are bringing jobs and those are the jobs that once again where people are going to be sucking in diesel exhaust all day long. It is not a quality job. You need to start thinking of other things and demanding more than that. There are several things within 1,000 feet of this. They say 1,000 feet; it should be beyond 1,000 feet when you are next to these things. There are homes within 1,000 feet, a hotel within a 1,000 feet or a motel, you have future uses, commercial on the north, business or offices on the west side. Those are future uses, but they are going to be within the 1,000 feet also, plus all the workers. You have Ray Johnson's letter and that covers most of the things. I just want to add the following. The Centerpoint west warehouse project will significantly impact State Route 60, especially when added to the projects which are in the planning pipeline that would result in more warehousing. The Sierra Club believes the Final EIR is inadequate until the necessary cumulative impacts to State Route 60 between Market Street and Riverside and the City of Beaumont are fully analyzed. The Traffic Engineer whom I talked to earlier, Michael Lloyd knows of the court decision on the villages of Lakeview. You probably know it because the World Logistics Center pulled back from releasing their documents as a result of that decision, which basically shut down the project partly on the basis that they had a very small radius around the project for their traffic impacts just like our City does.

CHAIR VAN NATTA – 30 seconds

SPEAKER HAGUE – This court ruling shot down as well as related impacts like air quality. The City of Moreno Valley likewise required a small radius for traffic. While this project is smaller than the villages of Lakeview, but the cumulative impacts along with the diesel trucks, it is very significant and therefore impacts from traffic need to be fully analyzed as mentioned above in dealing with State Route 60. This project doesn't deal with State Route 60. Almost none of them do that are off of the 215 and that is because of our City standards which need to be changed. I thank you very much.

CHAIR VAN NATTA – Thank you for your comments… Tom Thornsley

SPEAKER THORNSLEY – Good evening again. I applaud Jeffrey; Commissioner Giba for his insight about the mitigation that TUMF fees and stuff

is going to do. There is going to come to a point when you as a Commissioner are going to simply say we can't build anything more because we don't have the resources to get you there, so those are the kind of things that you've got to be watching for instead of outside people to make them happen. I really can't take the constant zone changes that the City is doing. We keep doing away with a particular type of land use. This zone change in here is going to take away the opportunity for some small type businesses to come in. It would be the same as listening to public and saying we don't want apartments anymore so we're not do away with all the zoning for apartment uses. You have to a mix of these types of things to give your City a balance and the type of land that is being lost here again is what is being lost all over the City to the warehouses. With regards to buildings, I'm glad that Barry Foster did hear me. I never said that spec buildings weren't good, I said spec buildings didn't present the best foot forward that a building could have. I agree so many people want their street forward entitlement right away, but these buildings are straight flat boxes; very, very little three dimensional articulation on them. There is a little bit of some height variation on there; almost nothing extra in the sense of relief to the buildings; minimal amount accenting for the entrances on the 600,000 square foot building. At best you have some parking; a little piece of pavement for the sidewalk to the front doors. That just doesn't do it. You take a building that big and you should be looking at something like one percent of equivalent floor area to be in your entry area, so that would give that building a 6,000 square foot plaza area entry and then would start to create some significant entry points to buildings on there. You know landscape setback lost to where your bus turnout is. You really need to try to bring some of that back because you are down to about a 6 foot landscape buffer along about a 70 foot stretch there for a turnout. That huge parking lot right there I hope you guys look at that again and look at some diagonal parking. It is much easier for the semis to their moving in and out of that. I don't know how you are going to back big rigs in.

CHAIR VAN NATTA – 30 seconds

SPEAKER THORNSLEY – As I said earlier, I read through most of the stuff. You do have a lot of comments that were in your Final EIR; the one from the lawyer Mr. Johnson. There are a lot of things in there that he brought up that I really feel that probably weren't truly addressed by Staff and then sounds like some were written off by the developer saying that Staff didn't have a problem with them, they are not a problem and so I'd hope that at least in the future you all dig as deeply into it as Giba and that you understand that there is a lot of stuff that needs to be addressed. Thank you.

CHAIR VAN NATTA – Thank you for your comments. Thank you… Tom Gerald

SPEAKER GERALD – I'm Tom Gerald Sr. speaking on behalf of myself, 24535 Wild Cow Drive… Madam Chairman and Commissioner and members of staff and the public. The first observation I have is the openness of this process. I

mean I'm amazed to the level that this applicant divulges lease terms and things like that. That's pretty incredible and whatnot. I know it is not a simple process and secondly I've had a chance to review the EIR and it is a very extensive document and not perfect and there are holes in it, but you know it is a bit of homework in there and the City had a second one to oversee the other. It was a good move. I was a member of the original General Plan Committee and maybe Commissioner Crothers and I can remember that because it goes back to the mid-80's and was formed through '85 through '87 and this project is what was always envisioned in this general area. This area is where we wanted to see industrial development, so it has a long history of being there. The alternate use would have been called multi-use small business; you know that's great and I would love to see it but there is obviously not a really driving market for it right now number one and number two if it did, you know you can a lot of welding shops and a lot of automotive and it brings in a whole different venue of problems too, so one I remember one of the things that was kicked around was clean industry, clean industry and the reality is probably this is some of the most clean industry we can bring in. Diesel trucks admittedly yeah they have their element and the comment about the 5 minute idling rule; I remember when it was brought up a long time and they put it on there. I don't think these buildings are posted for that but they should be and I think it would be a good way. I've worked around diesel trucks and I don't like being close to them but if a truck comes in and it shuts itself off and there is a reasonable time for them to unload it, so it's maybe not a big a pollutant as there be a factor to. I concur with Community Director Barry Foster about design standards of the City. Ridge is extremely competent, experienced, credible industrial developer and I've learned from personal experience that Mr. Rice has a deep concern and interest in our educational facilities and even through our reading essay contest winners on the last 4th of July, so there is a lot of interest beyond his profession.

CHAIR VAN NATTA – 30 seconds

SPEAKER GERALD – Okay the final thing is and my biggest concern is denial. I signal was sent to the business community to a good corporate partner like Harbor Freight. You know I remember a long time ago when Former Commissioner Bruce Springer came to us at the Chamber of Commerce and he was talking about how tough it is to bring quality jobs to the community. His quote was it is a dogfight out there. It hasn't changed. It is still really tough, so thank you for hearing my comments.

CHAIR VAN NATTA – Thank you. Would the Applicant like to come back and address any of the concerns that were brought up by the Public?

SPEAKER RICE – Dennis Rice with Ridge Property Trust. I understand what Mr. Hague and Mr. Thornsley are saying and you know I think we've spent a lot of time; Staff have spent a lot of time; the consultants have spent a lot of time; the Peer Review consultants have spent a lot of time to put together a thorough

well documented EIR and we're going to go back through and look as some of the comments that were provided by Johnson and Sedlack just today, also by the South Coast Air Quality Management District and I believe the Sierra Club submitted something today, so we are going to revisit their comments. I'd also like Trey Fieler with Harbor Freight to come up and speak and he can give you a little bit of background on Harbor Freight and what their intentions are here and why they picked Moreno Valley.

CHAIR VAN NATTA – Thank you. Welcome

SPEAKER FIELER – Thank you. We are a proud citizen of Moreno Valley. I'm very happy to be here as Barry shared. We've really been doubling down as hopefully you've seen in Moreno Valley and it may be helpful if I give you a little bit of insight into how we use this facility as you think through, particularly the truck use there. Unlike a lot of retailers, we source all of our product direct. Home Depot I know has put a facility here and typically there are more of a cross dock facility where they have their manufacturers hold all their inventory. They bring it in just in time and distribute it to the stores. Most of our product is proprietary so we do actually bring it in and it will come in waves, so one of the necessities of a large truck park is if a tanker comes into Long Beach Harbor and the commentary was about the 60 Freeway and that is our primary access point, but really the majority of the business that is going through here today won't increase. It will certainly by our growth but today we have that long hold component, so we're a really big warehouse facility more so than a cross dock facility, so we have decided and certainly this would enable us to fulfill that need to really double down the east and west coast with a million square foot facility today in Dylan, South Carolina and if this project is able to go through, this will be our west coast as Barry mentioned as well facility. It will handle everything west of the Mississippi River as well. Because of that long hold need that we have, unlike a lot of retailers, it helps us to have it all under one roof. Today we do have the facility on Nandina as well, but frankly with this facility being larger, it will prevent some of the trucks, particularly the local trucks as we move product from one facility to the other, we'll actually be able to hold more of the high turn product in this facility versus having it over at Nandina and bringing back across to be able to do the distribution out of this facility. The Nandina facility today is just warehouse. Again it is for our longer term product that today doesn't turn as quickly. Specific to the jobs, we are a pretty high touch retailer. For those that may have been in our store, a lot of bulk items; a lot of odd shaped items, unlike a Sketchers where every box is the same size and they can automate a lot of their material handling equipment. We have to touch a lot of the product, so granted we do have crates that go out and you know larger packages that go out, but a lot of it is touched and we do have a high need for jobs over a long term. The question was raised about the number of jobs. We're not fully operational today and very accurate and very set about moving jobs here. We try to hire local. We definitely try to have that commitment to the community that we are in. We have about 350 jobs today and if this facility is able to continue, we probably

have close to 600 jobs in Moreno Valley proper. We are in negotiations obviously still and yes there was disclosure about our contractual agreements, but this would enable us to be in the City for a long time to come. We are prepared to commit to the Building 3 at this point, but certainly if we continue on our trajectory, that is the logical expansion place for us as you can imagine. You know to the question about whether this building is built for us, frankly if it is across the street or it is 5 miles away, it really doesn't matter. We need it under one roof to really get the economies for us, because if we are putting it onto a flatbed or a semi to move it, it doesn't matter; it really doesn't; it's just a mileage charge. All the labor happens for us when we actually put in into the truck, so to be in Nandina is fine. Frankly to be in Riverside is fine. Today as you know we are in Oxnard as well and with this facility, we potentially would be consolidating all that operation into this facility as well. So again, we are very happy to be in Moreno Valley and a neat place to be, so you any questions you have I'd be happy to answer.

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – Trey, can you talk about and I think the reason for your growth spurt is you're actually; I think you are doubling the number of new stores. Do you want to talk about a little about that?

SPEAKER FIELER – Sure, so historically we've been a slow growth company. Without getting into all our growth targets and all that good stuff, we today have 414 stores. We plan to build about 50 stores this year and so somewhere around that 10 percent constant growth, so if we continue that trajectory obviously in short order we will double the number of stores; have a high quantity of inventory in each of our stores if any of you have been in there recognize, so we do obviously as we grow, we also have a need to have back up stock in the warehouses and certainly speaks to why we need such a big square footprint to be able to handle that as well. So we are controlled growth. We definitely are sensitive to ensuring that we have the right people and the right processes in place as we do it but we are committed to continuing to grow and very fortunate as well as a retailer to not have had negative comp sales as many people have had over the last couple of years as well, so hopefully between those two, the continued growth of our existing stores and the growth of new stores across the and the west is the focus area for us. Certainly this facility would continue to support that as well.

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – I do want to thank Trey because we twisted his arm a little bit but they opened the store on Sunnymead Boulevard, so it has done well to actually have a store in Moreno Valley too. That is something that we wanted to have for a long time and once we got the DC, we were able to convince him to put in a store.

SPEAKER FIELER – And Barry was very helpful with that as well.

CHAIR VAN NATTA – Do you happen to know what the average wage is on your blue collar workers?

SPEAKER FIELER – I don't. We can find that information out though

CHAIR VAN NATTA – I was just curious

SPEAKER FIELER – I know we typically pay a little bit better than minimum wage for sure, but I couldn't speak to that exactly.

CHAIR VAN NATTA – Okay, any other questions of the… not really the Applicant, but the end user. Okay, thank you very much.

SPEAKER FIELER – Thank you. I appreciate the time.

CHAIR VAN NATTA – This closes the Public Comment section and does anyone have any comments to make in Commissioner Discussion here before we go to a motion.

COMMISSIONER CROTHERS – Again I'd to thank the public for coming out and speaking. Like I said earlier, it is rare that we have the public come out and speak, so it is nice when they do come out so that we can hear their opinion. To what Mr. Thornsley said earlier… you know I drive Cactus every morning and every day on my way home and you know not to put the buildings down, but there is not a day goes by when I drive by and I think to myself, gosh that is a nice looking building. You know I drive by and I think that is a very use appropriate looking building. It is definitely a warehouse; you know it's a warehouse when you drive by it. It is not something that is going to knock my socks off when I drive by it and I understand that it fits with the design of the rest of the buildings that are already there. You know in the future I think I would like to see something a little bit more; something a little bit less industrial looking; something maybe more interesting to look at when you are driving by it because these are huge buildings and they take up a lot of our area; our land space and you know it is something that people like me that are commuters that have to drive by and look at it every single day and you know I'm not saying they look horrible, I'm just saying that they look like warehouses and they look very industrial. You know maybe in the future we can get a little more creative with what we do with paint or with design or with whatever element we can add to it to make it not just look like you know a big area of our section that is taken up by you know a block wall or you know the pop up kind of buildings. That's all. Thank you.

VICE CHAIR SALAS – Okay, for us long time Moreno Valley residents and whatever we were, seeing Centerpoint there for all those years empty just sitting there with nothing in it and you are going like oh boy does that thing ever fill up and now you can see it is starting to actually have tenants having it fill up. I

mean I think it's a great thing for the City. I mean Barry has done a good job getting people there and I think it's a great thing. I'm all for it. I'd like to see the whole thing filled up myself.

COMMISSIONER BAKER – I'm in support of this project and I'm a big fan of Harbor Freight for whatever that is worth, but these guys want to commit their future to Moreno Valley and the Riverside County area and we need to get on board and we already are and I just feel like that if they need more space and we can make it happen… unfortunately every project you have you know projects some growth, you are going to have some pain with it. No pain; no gain is kind of the way it goes. I know a lot of people don't like to hear that and I've been here in Moreno Valley too; probably 28 or 30 and I'm with George, I'm glad to see something happening over there. I mean that was… I meant here for a while that was flat nothing going on, but now Ridge Developers got a hold of that and a few other people that know exactly what they are doing and I think we need to get behind this project, so let's go for it, okay, thank you.

CHAIR VAN NATTA – Well you just said your peace… Well the only comment I want to make is if you are not growing you are dying and I always understood that that side of town was where the industrial uses were going to come in and whether you are going to call it business park or whether you are calling it light industrial, to me that is all variations of the same usage and it works there and I think we should encourage it especially when we have the caliber of companies that are now seeing Moreno Valley as being a destination, not just for their warehouses but for their businesses; not just buildings but companies coming in and I don't see any reason not to encourage it. Okay does somebody want to make a motion here?

COMMISSIONER CROTHERS – I'll make a motion.

CHAIR VAN NATTA – Okay

COMMISSIONER CROTHERS – I motion to:

1. **APPROVE** Resolution No. 2012-29 and thereby **RECOMMEND** that the City Council **CERTIFY** that the Environmental Impact Report (EIR) for the RPT Centerpoint West Project has been completed in compliance with the California Environmental Quality Act.

2 **APPROVE** Resolution No. 2012-30 and thereby **RECOMMEND** that the City Council **APPROVE** Zone Change application PA12-0022, Plot Plan PA12-0019, Plot Plan PA12-0020 and Plot Plan PA12-0021, subject to the attached Zone Change Map and conditions of approval included as Exhibits A, B, C and D.

VICE CHAIR SALAS – I'll second that

CHAIR VAN NATTA – We have a motion and a second. All in favor?

Opposed – 0

Motion carries 5 – 0, with two absent (Commissioner Owings and Commissioner Ramirez

CHAIR VAN NATTA – I would like to go to the Staff wrap up now.

PLANNING OFFICIAL TERELL – Yes, this recommendation shall be forwarded to the City Council for final review and action and we tentatively scheduled it for December 11th, so it will be going to City Council at that time.

VICE CHAIR SALAS – Thank you and good luck.

COMMISSIONER BAKER – You bet

PLANNING COMMISSIONER COMMENTS

CHAIR VAN NATTA – Are there any final comments from the Commissioners for the good of all.

PLANNING OFFICIAL TERELL – I don't know if wanted to convey Commissioner Owings message that he sent to us.

CHAIR VAN NATTA – You mean about missing us?

PLANNING OFFICIAL TERELL – Yes

CHAIR VAN NATTA – We will miss him also.

PLANNING OFFICIAL TERELL – And once you have your Commissioner Comments I did have a couple of comments to follow on that.

CHAIR VAN NATTA – Okay, fine, comments.

COMMISSIONER GIBA – Yeah we will miss Commissioner Tom as Ray would call us, very, very much. He has been like a father figure on this. Ray is way too young for that… but I sent out a little email out to you about overlays and I want to speak to that very simply and you guys can think about it over the time frame but I was really thinking about the overlay project and I really believe it would be very important for us to learn more about it; the public to learn more about it. I think if would be of value; a workshop; study session and so I'd like us to think about that and maybe perhaps at the next Commission meeting maybe even consider voting on it or whatever they would like to do or feedback to you. I wouldn't know what that process would was otherwise than to do that, so that would be my position. I personally and that's why I say me as a Commissioner, I personally would like to learn more about the value of an overlay project. It sounded like it is something that we could really use on a regular basis; large; small, but I don't know much about it and so I want to learn about it and so if we could have a study session then I think that is something that would be of value to all of us.

PLANNING OFFICIAL TERELL – I think that obviously there have been some discussions at the Council level regarding that and I would anticipate there will be more so they will also provide some direction and since it was raised before it is kind of on the list and was waiting for a meeting where you had some extra time, this meeting and your next meeting you won't, but so that is kind of and really kind of waiting on seeing if now the new Council, because the old Council had kind of pushed that decision into early next year, that the new Council will have some direction and it will help us see if they are interested in doing that at that level and that will also will help in our discussion when that happens. So you don't need to vote on it. Certainly you can express your interest but I think the Commissioners when it came up originally at the Joint Study Session, I think that was when it was; had expressed some interest in that so we'll keep that. It is on the list. I just wanted to say it was on the list. I wanted to give you an opportunity to present it here publicly, so we good do that.

COMMISSIONER GIBA – Thank you wholeheartedly and I appreciate the opportunity to cut my comments short.

CHAIR VAN NATTA – Thank you.

COMMISSIONER CROTHERS – I just wanted to formally congratulate Tom Owings in winning his election race and not only winning his district but winning every precinct in his district. I think he'll do great things for this City and I'm excited to see what kind of changes he brings and what new opportunities he has and new ideas. It is always good to have you know kind of a regime change and figure out what new and exciting stuff we can do for our City. Not everybody

thinks the same. Everybody has different ideas and I think that he will be definitely be a good addition to our City Council and I just wanted to thank him and congratulate him.

CHAIR VAN NATTA – Commissioner Salas do you have anything to say?

VICE CHAIR SALAS – No

CHAIR VAN NATTA – Commissioner Baker do you?

COMMISSIONER BAKER – I have nothing.

CHAIR VAN NATTA – Well I just want to say yes, you just said it. We'll miss Tom on the Planning Commission and look forward to what he going to be doing on the City Council and taking what he experienced here from the Planning Commission to the City Council and maybe putting a little more input put there that will make what we have been doing heard a little better. So Mr. Terell you said you had some additional comments too.

STAFF COMMENTS

PLANNING OFFICIAL TERELL – I just wanted to give you a preview of your next meeting. Your next meeting is on December 13th. There are two items scheduled for that day. The first one is the March Business Center which is down at Heacock and Iris. That is an industrial warehouse project that has several buildings… actually one of the buildings is 16,000 square feet, so it is a range of buildings and that will be coming forward to you and because of the scale of the project it does have an Environmental Impact Report. I believe you should be receiving it or you already have received that so that you have it between holiday shopping you have something to take up the rest of your time.

VICE CHAIR SALAS – We got it today

PLANNING OFFICIAL TERELL – Okay good and so that project will be in there and another project will be the Kaiser Hospital. They have an application that will be coming forward to expand the emergency room at the Hospital and as part of that they are also looking at modification of one of their conditions related to the medical office building that is nearing completion and should be open early next year, so that is the other item that is on your Agenda for December 13th.

CHAIR VAN NATTA – Okay, thank you.

ADJOURNMENT

CHAIR VAN NATTA – Okay, with no further business we are adjourned.

_____ _____

John C. Terell Date
Planning Official
Approved

_____ _____

Meli Van Natta Date
Chair

STATE OF CALIFORNIA—BUSINESS, TRANSPORTATION AND HOUSING AGENCY EDMUND G. BROWN Jr. Governor

DEPARTMENT OF TRANSPORTATION
DISTRICT 8
PLANNING
464 WEST 4th STREET, 6th Floor MS 725
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Planning Division

Flex your power!
Be energy efficient!

November 19, 2012

Jeff Bradshaw
Community & Economic Development
Planning Division
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

RPT Centerpointe West: SCH# 2012081034 (I-215 PM R35.70)

Mr. Bradshaw,

We have received your request for review of the above mentioned proposal PA12-0019 is a 164,720 sf warehouse building on 7.6 acres at the northeast corner of Cactus Ave. and Fredrick St. PA12-0020 proposes adding 507,720 sf to an existing 779,016 sf warehouse building for a total of 1,286,736 sf on a 18.6 acre site located at the northwest corner of Cactus Ave. and Graham St. PA12-0021 proposes a new 607,920 sf warehouse facility on 30 acre located at the northwest corner of Graham St. and Brodiaea Ave. PA12-022 proposes a Zone Change from BPX to LI for the 7.6 acres located at the northeast corner of Cactus Ave. and Frederick St. in the City of Moreno Valley.

As the owner and operator of the State Highway System (SHS), it is our responsibility to coordinate and consult with local jurisdictions when proposed development may impact our facilities. As the responsible agency under the California Environmental Quality Act (CEQA), it is also our responsibility to make recommendations to offset associated impacts with the proposed project. Although the project is under the jurisdiction of the City of Moreno Valley due to the Project's potential impact to State facilities it is also subject to the policies and regulations that govern the SHS.

We recommend the following to be provided:

Traffic Study

- Per Table 1.8-1 (Summary of Significant and Unavoidable Impacts), the proposed project will have cumulatively considerable, significant and unavoidable traffic impacts to the I-215 southbound and northbound ramps at Cactus Avenue.

- Per Table 1.10-1 (Summary of Environmental Impacts and Mitigation Measure), a second westbound through lane at the I-215 southbound ramp and Cactus Avenue

"Caltrans improves mobility across California"

intersection is needed to mitigate Opening Year Cumulative traffic impacts. The project will pay the required TUMF share. The City of Moreno Valley must ensure that this mitigation measure is implemented before cumulative traffic impacts generated by this and other projects open.

- At the I-215 nothbound ramp and Cactus Avenue intersection, the identified the following improvements per Table 1.10-1. The project will pay the required TUMF share. The City of Moreno Valley must ensure that these mitigation measures are implemented before cumulative traffic impacts generated by this and other projects open
    - Construct a second northbound left-turn lane
    - Re-stripe the existing eastbound shared through/right-turn lane as the third through lane.
    - Construct a dedicated eastbound right-turn lane.
    - Construct a third westbound through lane.
    - Construct a dedicated westbound right-turn lane.

- Appropriate encroachment permit must be obtained from Caltrans for our review and approval when these mitigation measures are constructed.

We appreciate the opportunity to offer comments concerning this project. If you have any questions regarding this letter, please contact Talvin Dennis at (909) 383-6908 or myself at (909) 383-4557 for assistance.

Sincerely,

DANIEL KOPULSKY
Office Chief
Community Planning/IGR-CEQA

South Coast
Air Quality Management District
21865 Copley Drive, Diamond Bar, CA 91765-4182
(909) 396-2000 • www.aqmd.gov

E-MAILED: NOVEMBER 28, 2012

November 28, 2012

Mr. John Terrel, Planning Director, johnt@moval.org
Community & Economic Development Department
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

Response to Comments for the Final Environmental Impact Report (Final EIR) for the Proposed RPT Centerpointe West Prologis Eucalyptus Industrial Park Project (SCH #2012081034)

On November 5, 2012, the AQMD staff commented on the Draft EIR for the proposed RPT Centerpointe West Prologis Eucalyptus Industrial Park Project. This letter addresses the lead agency's responses to our comments, which AQMD staff received on November 20, 2012.

Based on the lead agency's responses, the AQMD staff appreciates the lead agency's inclusion of operational mitigation measures in its building design that encourage bicycle and pedestrian usage to the site; includes the use of solar panel to reduce on-site energy consumption; and design and operational criteria under the Leadership in Energy and Environmental Design (LEED) designed to reduce energy consumption that would benefit the region by also reducing the associated operational emissions.

The AQMD staff is concerned, however, that all feasible mitigation recommended to reduce the estimated significant regional mobile source emissions from trucks operating at the site were not included in the Final CEQA document thus missing the opportunity to reduce the project's truck tail-pipe emissions. The lead agency stated that many of the lead agency's proposed measures are already incorporated in the City Municipal Code Section 9.05.050 based on the Western Association of Governments (WRCOG) Good Neighbor Guidelines (Guidelines). Upon review of that portion of the code, measures directed to implementing a clean fuel goal from the Guidelines were not included in the Final EIR. Specifically, Goal Number 5 establishes a diesel minimization plan for on- and off-site diesel mobile sources to be implemented with new projects. Some of the benefits of this WRCOG goal include: 1) establishing a long-term goal for the facility to eliminate diesel emissions at the facility, and 2) reduce associated facility on- and off-road diesel emissions. Finally, the AQMD proposed measures are also consistent with the WRCOG Good Neighbor Guidelines Goal Number 5 recommendations: 1) Require all warehouse/distribution centers to operate the cleanest vehicles possible; 2) Provide incentives for warehouse/distribution centers and corporations which partner with trucking companies that operate the cleanest vehicles available; and 3) Encourage the

installation of clean fuel fueling stations at facilities. The AQMD staff encourages the lead agency to reconsider implementation of known strategies now at the design stage in order to reduce the estimated long-term significant impacts to the region from trucks operating at the proposed site.

The AQMD staff further disagrees with the characterization that neither the lead agency nor the project applicant can require as part of the lease or as a condition of owner occupancy that heavy duty trucks meet engine emission standards, implement a phase-in schedule or other measures recommended in the AQMD letter. Although CARB regulates engine and fuel specifications, the recommended goals including Goal Number 5 in the WRCOG Guidelines are under the powers of the local jurisdiction through its lease and land use authority, which can mitigate the project truck impacts. Further, the recommended mitigation measures would not require development of new emission standards. Rather, it would require the lead agency to use its existing authority to mandate the kind of activity happening onsite.[1] If the proposed 2010 truck requirement is infeasible, then the lead agency and project applicant should evaluate a less stringent phase-in schedule for clean trucks to reduce significant air quality impacts.

The AQMD staff further disagrees that project mobile source emission impact are overestimated or double-counted for warehouse centers like the proposed project. Based on the lead agency's analysis based on a trip rate from warehouse truck studies, 996 daily truck trips are estimated to operate at the site based on the increased warehouse capacity. This is new activity to the project site and surrounding area. Since there isn't a fixed pool of heavy-duty trucks operating in the region that simply change their routes ending up at different locations., the increased capacity is based on increased demand from where the goods are manufactured, delivered to and/or transferred throughout the basin for delivery to local and/or out of basin markets. This increased goods-movement activity creates new heavy-duty truck trips and associated emissions from the increased trips and miles traveled created by the goods movement from these additional truck activities.

Pursuant to Public Resources Code Section 21092.5, please provide the AQMD with written responses to all comments contained herein prior to the adoption of the Final Environmental Impact Report. The AQMD staff is available to work with the Lead Agency to address these issues and any other air quality questions that may arise. Please contact Gordon Mize, Air Quality Specialist – CEQA Section, at (909) 396-3302, if you have any questions regarding these comments.

[1] Note that many other lead agencies in the region have included clean fleet requirements for some projects that go beyond existing regulations, including the Ports, Riverside County, the City of Banning, etc.

Sincerely,

Ian MacMillan
Program Supervisor, Inter-Governmental Review
Planning, Rule Development & Area Sources

IM:GM
Attachment

SBC121120-07
Control Number

Copy: Mr. Jeff Bradshaw, Associate Planner, JeffreyB@moval.org

Planning Commission Public Hearing

Item 2 - PA12-0019, PA12-0020, PA12-0021 and PA12-0022 Date Nov 29, 2012

Dear Commissioners,

The Centerpointe west warehouse project will significantly impact SR 60 - especially when added to those projects which are in the planning pipeline that would result in more warehousing. The Sierra Club believes the FEIR is inadequate until the necessary cumulative impacts to SR 60 between Market street in Riverside to the City of Beaumont are fully analyzed.

Traffic engineer Michael Lloyd knows of the Court decision on the Villages of Lakeview (VOL). The County used a very small radius for traffic impacts related to the VOL project. The Courts ruling shot this down as well as related impacts like air quality/GHG. The City of Moreno Valley likewise required a small radius for traffic analysis ~~and related impacts like air quality/GHG~~ while this project is smaller than VOL, but cumulative and with diesel trucks it is very significant and therefore impacts to traffic needs to be fully analyzed as mentioned above about SR60

Thank you, George Laguna Moreno Valley Group Sierra Club

Item No. E.2

MV00188127

Johnson & Sedlack
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November 29, 2012

Moreno Valley Planning Commission
14177 Frederick Street
Moreno Valley, CA 92553
Facsimile: (951) 413-3210

VIA FACSIMILE AND EMAIL

RE: RPT Centerpointe West Project Final Environmental Impact Report (P12-057)

Greetings Planning Commissioners:

On behalf of the Sierra Club, Moreno Valley Group, and Residents for a Livable Moreno Valley, our firm hereby submits these comments after reviewing the Final Environmental Impact Report ("FEIR") on the RPT Centerpointe West Project. Johnson & Sedlack hereby incorporates all comments previously submitted.

We respectfully ask that you disapprove this project. As discussed in the comment letter dated November 5, 2012, and further explained herein, the EIR fails to comply with the requirements of the California Environmental Quality Act ("CEQA").

CEQA was adopted as a disclosure and transparency document. The theory is that by providing a document that adequately describes the environmental consequences of a project to decision-makers and the public, the decision-makers will make a rational decision based upon the true environmental consequences of the project and if they do not, the electorate can hold them accountable for their decisions. The core of this statutory structure is the adequacy of the document as an informational document.

Unfortunately, the EIR fails as an informational document. First, the EIR misleads the public and decision-makers as to the extent and severity of project impacts. Second, the EIR does not contain sufficient information to support its findings.

For example, Response to Comment JS-7 fails to address why impacts to Biological Resources, Cultural Resources, Geology and Soils, and Hydrology and Water Quality were not evaluated in the DEIR. Typical of the Responses to Comments, the response attempts to avoid the comment by referring to the commenter's statements as "opinions," even though the comment clearly refers to statutes.

In addition, the EIR is almost constantly conclusory, and does not provide the analysis or examination required by CEQA to inform the public and decision-makers of the analytical pathway taken from facts to conclusions.

Moreover, CEQA requires that *where feasible mitigation exists which can substantially lessen the environmental impacts of a project, all feasible mitigation must be adopted.* In this way, CEQA goes beyond its informational role to require that projects substantively lessen their negative effects on the environment. It is critical to proper drafting of an EIR that all feasible mitigation measures be required of a project. For this project, the EIR concludes that *unavoidable* adverse impacts will result to/from the following: air quality, noise, and traffic/ transportation. Feasible mitigation measures exist which would reduce these impacts, and which have not been required of this project. This is contrary to the requirements of CEQA, and the additional feasible mitigation must be required of this project.

Findings of Fact and Statement of Overriding Considerations

Traffic/Transportation

Impacts to traffic were found to be significant and unavoidable. The traffic mitigation measures are stated to be infeasible to the extent that the implementation thereof is beyond the control of the applicant or within the jurisdiction of another agency. The lead agency under CEQA has an obligation to adopt feasible, certain, and enforceable mitigation. The lead agency cannot avoid its obligation to adopt certain and enforceable mitigation by declaring impacts to be significant and unavoidable.

There is no indication in the record as to when the traffic improvements will be implemented. Fee-based mitigation is inadequate where the improvements are tied to funds which are uncertain to occur. There is no timeline for the improvements or any showing that improvements will be made within a reasonable time-frame. In addition, there is no indication as to how much funding has already been collected, if any. The TUMF and DIF programs do not appear to be disclosed in the record. The fact that traffic impacts have been determined to be "significant" does not insulate the City from adopting certain and enforceable mitigation.

Furthermore, while "Opening Year" conditions were determined to be significant, it is probable that any future conditions will also be significant where there is no reasonable time-frame for the implementation of the necessary traffic improvement measures. To leave citizens to endure years of significant traffic impacts, without any assurance in the record as to when improvements will be made, is not an acceptable result under CEQA, regardless of whether the impacts are determined to be "significant and unavoidable."

Air Quality

As to air quality, both operational and cumulative, the City has not adopted all feasible mitigation to lessen significant impacts. Thus, the finding that these impacts are significant

and unavoidable is improper under CEQA. (Pub. Res. C. § 21081 (a), (b); Guidelines § 15091 (a)(3).)

Noise

Again, the City has not adopted all feasible mitigation to lessen significant impacts and, therefore, a finding that significant short-term construction noise impacts are unavoidable is improper.

Statement of Overriding Considerations

As previously noted, the EIR still fails to evaluate a reasonable range of project alternatives, among other things, because the reduced density alternative appears to have the same significant impacts as the proposed project and it does not meet basic project objectives as required. (Guidelines § 15126.6 (a).) The "no project/existing alternative" is shown to make significant project impacts much *worse*. Together, this analysis does not constitute a reasonable range of project alternatives. Further, the purportedly environmentally superior reduced scale alternative has not been shown to be infeasible based on substantial evidence. (Guidelines § 15091 (a)(3), (b).) Without such adequate findings regarding project alternatives and/or mitigation measures, the Statement of Overriding Considerations cannot be adopted. (Pub. Res. C. § 21081 (a), (b).)

The Statement of Overriding Considerations ("SOC") is not supported by the required substantial evidence. (Pub. Res. C. §§ 21081 (b), 21081.5) The SOC is also not based on overriding policy benefits of the project but rather improperly represents requirements of the project. First, the project is *required* to be consistent with the City's General Plan; this cannot be said to be an overriding policy benefit of the project. Second, the fact that the project transitions the site into a "productive light industrial use" is merely a description of the project, not an overriding benefit. Third, the fact that the project is located near freeways and a major street "for the convenience of operations" is a help to the *applicant* but not to the citizens where traffic impacts to roadways and freeway ramps are shown to be significant and unmitigable. Fourth, the purported fact that the project creates employment "opportunities" for the City and surrounding communities is not supported by data, for example, the number and type of jobs created, and whether these are in fact local jobs. Indeed, whether the project will in fact create employment is highly uncertain (see Attachments A and B). Finally, the fact that the project provides "adequate" infrastructure, etc., is simply a necessity of the project, not overriding benefits to the community at large.

<u>Cumulative Impacts</u>

The EIR fails as an informational document by failing to consider the World Logistics Project and the Prologis Eucalyptus Project, among others.

Response to Comment JS-9 is unreasoned and conclusory. The response does not explain why the World Logistics Project and the Prologis Eucalyptus Project were not included in the

cumulative analysis. The response merely states that those projects are accounted for in the ambient growth rate, without any supporting evidence.

Comment SC-5 notes that, in addition to the World Logistics Project and the Prologis Eucalyptus Project, the West Ridge Commerce Center and the VIP warehouse projects are also not included in the Cumulative Project List. The EIR is therefore inadequate. The Response to Comment SC-5 states that these projects are accounted for in the ambient growth rate, but does not provide any supporting evidence.

Aesthetics

The finding of less than significant impact remains unsupported in the FEIR. As noted in our prior comments, the EIR fails to provide sufficient information to make *any* finding with respect to aesthetics impacts. The EIR lacks information regarding parking, landscaping, building design, buffering, signs, lighting, etc.

The Responses to Comments unreasonably suggest that requiring the project to conform to city standards necessarily means the project will have a less than significant impact. Any project, in any city, would have to conform to the city's standards. Without any accompanying information, this statement of conformance to city standards is meaningless.

Response to Comment JS-6 is completely unresponsive. The response merely repeats the conclusory statement contained in the DEIR, the precise concern of the commenter. The response directs the commenter to Responses JS-1 through JS-3, neither of which respond to the comment.

Response to Comment JS-14 does not provide any insight into the project's impact on aesthetics. The response regurgitates the same vague information contained in the DEIR and relies on the same conclusory statements which the commenter expressed concern about.

Air Quality, Greenhouse Gases

The EIR fails as an informational document by misleading the public and decision-makers with respect to the project's impact on air quality. This issue was discussed in numerous comments, but remains unaddressed. To illustrate, Response to Comment JS-3 fails to address the commenter's concern regarding the misleading nature of referring to three years of construction as a single phase. In fact, the response exacerbates the commenter's concern by stating that "[t]he single phase of construction is comprised of multiple elements or stages." In addition, rather than responding to the commenter's concern regarding the relatively long-term nature of noise and traffic impacts, the response unreasonably states that because there is an expected cessation date, these impacts are temporary. The addition of a cessation date does not make impacts "temporary," as a cessation date could be set for 50 years from the start of a project.

The EIR also fails by not incorporating all feasible mitigation and/or failing to find such measures to be infeasible. Some examples of these instances, though not all by far, are listed below.

The FEIR concludes that in spite of the fact that the project's VOC and NOx operational emissions exceed SCAQMD thresholds, no mitigation is required. Responses to Comments state that there are no feasible means to reduce these emissions. This "finding" of infeasibility is not supported by any evidence, and is suspicious in light of the many seemingly feasible mitigation measures recommended by commenters. The Responses to Comments, rather than actually addressing *why* the mitigation measures were found infeasible, blanketly rejects, without any supporting evidence, or ignores them all together.

Response to Comment AQMD-2 fails to respond to the comment made with regard to consideration of the mitigation measures proposed in AQMD's attachment. The response merely discusses two additional mitigation measures, and ignores all other proposed measures. In addition, the response states that emissions thresholds for VOCs and NOx would persist without any supporting evidence.

Response to Comment AQMD-4 is a good example of several comments lumped together in which the bulk of the comments are ignored. The response fails to address *any* specific mitigation measure proposed in the comment. Moreover, the response unreasonably suggests that because most vehicle emissions associated with the project are outside the applicant's control, mitigation measures which would reduce emissions from vehicles within the applicant's control are not important.

Response to Comment JS-5 is unresponsive in that it does not explain how the DEIR accounts for impacts to nearby sensitive receptors. The response merely states that the March Lifecare Campus is "noted" in the DEIR and claims that the DEIR "presents and considers maximum impact scenarios regarding truck impacts at sensitive receptors," without any supporting evidence. Furthermore, the response completely ignores the commenter's concern regarding DEIR traffic assumptions. Instead of addressing the comment, the response refers to the fact that trucks using alternate routes will impact noise and traffic along those routes as an "opinion."

Response to Comment JS-30 does not respond to the comment made regarding the EIR's flawed assumption that truck traffic will only use a route to/from I-215. Johnson & Sedlack reiterate its concern that impacts to sensitive receptors have been improperly and inadequately evaluated.

Response to Comment SC-6 does not respond to the questions posed regarding ensuring the protection of sensitive receptors and on-site workers. Stating that an assessment of health risks to on-site workers is not required does not respond to the question asked. Moreover, noting that exposure is projected to be below the threshold does not respond to *how* the project will protect sensitive receptors from harmful pollutants.

Response to Comment SC-13 is completely unresponsive.

Response to Comment SC-16 only addresses LEED certification, but does not address the numerous proposed mitigation measures which would decrease greenhouse gas emissions.

Response to Comment WMD-4 does not respond to the comment made regarding implementation of an in-house recycling program.

Mitigation Measure 4.3.2, Mitigation Measure 4.3.5, and Mitigation Measure 4.4.6 only require that a signs be posed but do not require compliance with the measures delineated on the signs. These mitigation measures are therefore insufficient.

Biological Resources

The EIR fails in its informational role to sufficiently describe the project's impact on biological resources. The FEIR does not clarify the extent or likelihood of this impact.

Geology and Soils

The FEIR fails to address the major concern regarding impacts to geology and soils: no geotechnical report has been prepared for the project. The project is located on expansive soil, giving rise to potentially significant impacts.

Response to Comment JS-8 is unresponsive and conclusory. The response does not address why, or under what legal authority, the DEIR is deferring preparation of a geotechnical study for the project. Instead, the response cites to geotechnical studies prepared for *other* projects, does not discuss the findings of those studies, and concludes that impacts are less than significant.

Response to Comment JS-44 completely fails to respond to the comment regarding where the soils will be obtained from and/or removed to.

Response to Comment JS-45 does not address how potential mitigation measures for a non-existent geotechnical study can be certain.

Land Use/Planning

As discussed in Comment JS-53, this project does not discourage access through residential areas, and is thereby inconsistent with Policy 2.5.4 of the General Plan. Mere placement near I-215 does not itself discourage access, as I-215 can become extremely congested.

Noise

Response to Comment JS-60 is unresponsive as to why a permanent increase in ambient noise levels is not considered a significant impact.

Traffic/Transportation

Response to Comment WMD-2 fails to respond to the majority of issues raised in the comment. The response does not address the failure of the DEIR/TIA to account for the two driveways across from Building 2 along Frederick Street. Perhaps more egregiously, the response does not discuss any traffic safety or congestion issues associated with these driveways. The response

merely dismisses the commenter's concerns by stating that the two driveways generate "nominal traffic volumes."

Response to Comment WMD-3 is unresponsive in that it summarily rejects consideration of alternate mitigation measures to reduce significant traffic impacts. The response states that impacts are beyond the applicant's control and fails to consider coordinating with the city or others in order to mitigate impacts.

Implementation of Mitigation Measure 4.2.2 is uncertain to occur. The improvement depends on the collection of funds through the TUMF Program, there is no timeline provided for the improvement, and there is no detail as to how much funding has already been collected, if any.

Mitigation Measure 4.2.3 is also uncertain to occur. The improvement depends on the collection of funds through the TUMF Program, there is no timeline provided for the improvement, and there is no detail as to how much funding has already been collected, if any.

Mitigation Measures 4.2.4, 4.2.5, and 4.2.6 are similarly uncertain to occur. The measures themselves do not even provide a certain source for funds, as funds will be collected from the "TUMF and/or DIF program(s)."

Alternatives

This project fails to make adequate findings *based on substantial evidence* that the environmentally superior alternative is infeasible. In fact, the environmentally superior alternative satisfies most, if not all, the project objectives and significantly reduces project impacts, particularly with regards to air quality in an area known to have some of the worst air quality in the nation. At the least, the environmentally superior alternative must be implemented in lieu of the project.

Desired Actions

For the above reasons and those previously submitted, we respectfully ask that you deny the project and deny certification of the FEIR.

Thank you for your consideration of the above comments.

Sincerely,

Raymond W. Johnson
JOHNSON & SEDLACK

ATTACHMENT A

THE PRESS-ENTERPRISE PE.com

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MORENO VALLEY: Skechers' warehouse has caused net job loss

Now that Skechers has moved into its giant Moreno Valley hub, it's actually employing fewer Inland-area workers than before

/CONTRIBUTED IMAGE

1 of 2

BY JACK KATZANEK | STAFF WRITER | February 01, 2012; 08:23 PM | Comments (0)

Skechers' massive distribution center in Moreno Valley was supposed to provide a refreshing boost to the job market in a city that badly needed one.

But apparently the opening of the 1.8 million-square-foot facility four months ago created few, if any job opportunities for would-be workers in Moreno Valley and the surrounding area.

In fact, the closing of Skechers' five distribution centers in Ontario when the shoe manufacturer consolidated its distribution operations meant a net loss of as many as 400 jobs in Inland Southern California.

Skechers' managers in Moreno Valley did not return several phone calls seeking comment. A spokesperson for Michael Greenberg, the company's president, said all comment would come from executives in Moreno

The Moreno Valley distribution center, larger than 40 football fields and more than a half-mile from end-to-end, currently has about 600 people working there, said Barry Foster, Moreno Valley's economic development director.

"I know they transferred a lot of people from Ontario," Foster said. "The last time I talked to them they said 600 jobs, and said a lot are coming from Ontario."

Foster, Riverside County officials and others in Moreno Valley say they know of no local recruitment events by the company, meaning that few, if any, jobs for local workers were added.

"People called and I had to refer them to (Skechers') website," said Oscar Valdepeña, president and CEO of the Moreno Valley Chamber of Commerce.

Valdepeña added that Skechers' executives have not reached out to the chamber.

As many as 1,000 people worked at Skechers now-closed warehouses in Ontario, a number that fluctuated during seasonal shifts in demand for the company's products. That means now there are as many as 400 fewer Skechers employees in the Inland area.

When the company was preparing to relocate, it filed four notices under the California Worker Adjustment and Retraining Notification Act, or WARN Act, the law that mandates that large firms planning to lay off at least 50 people give workers 30 days notice of the layoffs. According to state records, Skechers said it would terminate 339 people at four Ontario locations on Oct. 31.

NEW HIRES PROMISED

This appears to contradict the public statements made when the distribution center in Moreno Valley was being planned and built. It was touted by its developer, elected officials and Skechers' executives as a big help to the city's economy.

Moreno Valley's unemployment was 14.4 percent in December, the highest of any of Riverside County's five largest cities, according to state data.

At the March 2010 groundbreaking attended by then-Gov, Arnold Schwarzenegger, Greenberg, Skechers' president, said the warehouse would employ 1,000 people — including 500 new hires.

Marion Ashley, the Riverside County supervisor who represents Moreno Valley, echoed that prediction of 1,000 jobs in January 2011. Ashley did not return a call seeking comment.

Moreno Valley Mayor Richard Stewart said he knows of one Moreno Valley man who was hired for an engineering job, but he doesn't know about any organized local recruiting.

"I don't know if it was word of mouth or what," Stewart said.

Despite that, he said he still believes Skechers will create an economic boost for the city, from sales of food and fuel to workers and, possibly from people who might decide to move to Moreno Valley.

Iddo Benzeevi, president and CEO of Highland Fairview Properties, the project's developer, has suggested on several occasions that the project would yield 2,500 jobs.

Highland Fairview is leasing the property to Skechers for 20 years, a deal worth $240 million.

Benzeevi also is seeking to build more distribution facilities in the mostly undeveloped eastern area of Moreno

could include many more distribution properties.

Benzeevi emphasized he doesn't speak for Skechers, but he said the shoe company came to Moreno Valley in good faith and never promised a specific number of jobs.

"Skechers came in goodwill to the community and made a substantial investment," Benzeevi said. "Yes, they might only have 600 employees, but I think they should be commended."

The distribution center is a fully modernized operation, and Benzeevi said that efficiency is critical.

"That may create different kinds of jobs, at the expense of some others. They require different skill sets for different people," Benzeevi said.

TECH TRUMPS JOBS

It isn't uncommon for a distribution center that invests heavily in automation to need fewer employees, said John Wu, director of the Leonard Transportation Center, which teaches advanced skills in logistics and goods movement at Cal State San Bernardino.

"In some places, you have workers who walk into trucks and carry goods out by hand," Wu said. "Some are so highly automated they can be run by 20 or 30 people, even if it's a million square feet."

Foster, the city economic development director, said that he's heard that Skechers is happy with the move to Moreno Valley. He said putting all its distribution operations under one roof could save the company several million dollars annually.

He added that Skechers has the capacity to expand and add workers.

However, financial conditions at Manhattan Beach-based Skechers do not seem to favor an expansion, at least in the short term. Sales for the shoe company declined 25 percent in the third quarter of 2011 from the same three-month period in 2010, which had been a record quarter for the company. The third quarter is the most recent reporting period for the publicly traded company.

Also, the company recorded a $30 million loss in the second quarter, mostly because of weak demand for the firm's toning shoes.

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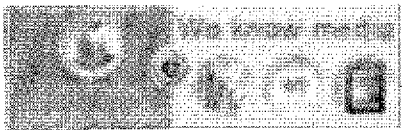

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THE NEW AMERICAN JOB

As California Warehouses Grow, Labor Issues Are a Concern

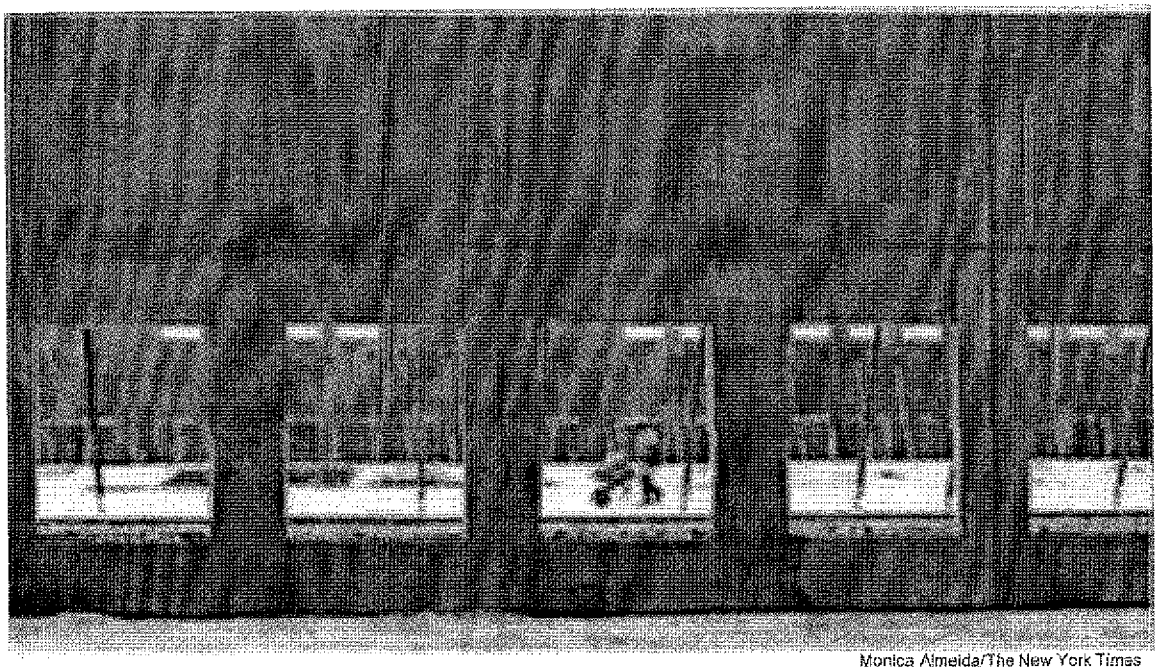

Monica Almeida/The New York Times

In Moreno Valley, Calif., where much of the state's logistics industry is based, a new distribution center is being built.

By JENNIFER MEDINA
Published: July 22, 2012

MORENO VALLEY, Calif. — As the freeway snakes toward this city an hour's drive east of Los Angeles, the strip malls gradually give way to the warehouses that supply their goods. There are dozens and dozens of them — in some places, the gray squat buildings are the only things visible from the road — a labyrinth of sprawling distribution centers

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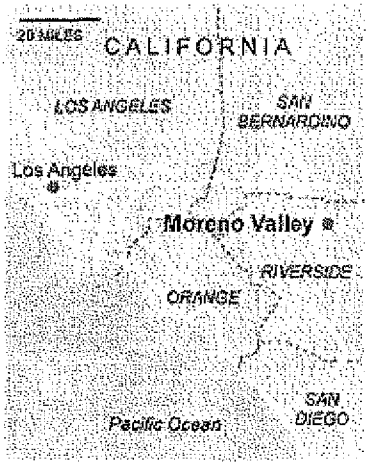

The New York Times

Enlarge This Image

Monica Almeida/The New York Times

Skechers opened a warehouse in the city last year.

Enlarge This Image

ACADEMY AWARD® WINNER ANTHONY HOPKINS

In the last decade or so, Moreno Valley and the rest of the Inland Empire have become the nation's largest hub of distribution warehouses, where workers sort the imported goods that come through Los Angeles ports. In the industry, known as logistics, those goods are prepared for and delivered to stores across the country.

By most estimates, Inland Empire, with its $300 billion piece of the industry, is the country's most bustling trade gateway. Lured by "cheap dirt," as many here put it, companies are only increasing their demands for large tracts of land in the region.

Still reeling from the economic downturn, many community leaders in the Inland Empire say they are desperate for jobs, particularly for low-skilled workers, many of whom lost their jobs in construction after the housing collapse. They see the region's warehouses and related delivery industries — which now employ an estimated 200,000 people, more than Salt Lake City's population — as the best way out of the doldrums, seeing salvation in the form of shipping containers.

"We know we face challenges, and these bring in jobs and pump up the economy right away," said Barry Foster, the director of economic development for Moreno Valley. Last year, the footwear company Skechers opened a worldwide distribution center here, and the city is also moving toward approving plans for a 40-million-square-foot warehouse complex.

"We need to get to the point where we have a job for every household," Mr. Foster said. "Right now we have half of that. These are good jobs that would keep people who are living here working here and have a foothold into the middle class."

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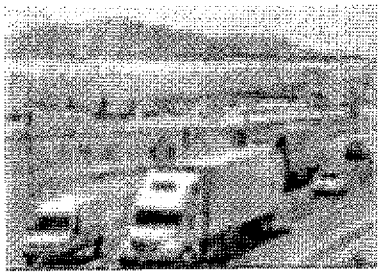

Monica Almeida/The New York Times

Another view of the Sketchers warehouse in Moreno Valley.

But there are plenty of skeptics. Environmentalists say the parade of trucks has a dangerous impact on the air in the area, contributing to an already high rate of asthma in children. Labor advocates say a vast majority of the jobs provide just minimum wage, often without benefits.

In some warehouses, workers are paid based on how much work they complete, like the number of trucks they empty. In October, a state investigation found that two staffing agencies that supply workers to Wal-Mart distribution centers failed to provide workers with proper information about their wages, making it unclear how much they were earning on the job. The state fined the two staffing agencies more than $1 million.

Julie A. Su, the California labor commissioner, has heard many complaints about the industry since taking office last year. But she said investigations were often stymied because so many warehouses use staffing agencies, which classify workers as temporary, even though they may work for years in the same building.

There are frequent complaints that workers are told to show up each morning — often with the reminder that the first to arrive will be the most likely to get work — only to be informed that there is no work for them that day. Under state law, in those cases, workers are to be paid for two hours, but many say they rarely are.

"There seems to be an unfortunate model of subcontracting used to cut costs and really depress the working conditions," Ms. Su said. "It really reflects the economy moving to this kind of day-labor system in a way that really can destabilize the economy."

After the state investigation, Warehouse Workers United, a union-backed advocacy group, filed a lawsuit in federal court against the agencies in October, saying workers were "forced to work long hours under oppressive conditions for legally inadequate pay" that was below the state minimum wage of $8 an hour.

The criticism has done little to slow the growth so far. As of now, there are more than 400 million square feet of warehouses and distribution centers spread through the Inland Empire, roughly the amount of office space in Midtown Manhattan. Dozens more large buildings are being built on speculation, with investors confident that companies will eagerly come in.

For higher-skilled jobs, annual salaries do reach into the middle class, with workers bringing in an average of $46,000. In this area, where unemployment reaches above 15 percent in several cities, such jobs are sorely needed.

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"Construction is obviously in great trouble, and here is a place where we can just keep adding jobs — it is the only industry adding thousands of jobs," said John Husing, a local economist who has enthusiastically endorsed the growth of the industry. "You can have people come here and find a robust blue-collar work force eager for employment."

Workers in the warehouses frequently complain that it is difficult to know who is in charge at the distribution centers, where multiple subcontractors operate in the same building and workers receive different pay depending on which agency they work with, although the jobs are almost identical.

Limber Herrera, 28, has worked in the logistics industry in the area for more than five years. He now makes $12 an hour emptying shipping containers at a distribution center that processes goods for Wal-Mart. These days, his concerns are less about pay than basic safety at work.

"There's nobody who cares about our health — there's just pressure to empty cases at a fast pace," said Mr. Herrera, who is part of a complaint that Warehouse Workers United filed last week with the state. "All the dust we inhale, all the heavy things we have to lift with all our strength and no support, it's very hard."

Over all, the warehouse and logistics industry accounts for roughly 10 percent of all jobs in the Inland Empire, more than any other private industry. But some economists have pointed out that earnings vary widely, with the median annual salary around $32,000. And even that figure does not take into account the thousands of workers who are employed by staffing agencies making minimum wage.

Iddo Benzeevi, the chief executive of Highland Fairview, which owns the 1.8-million-square-foot distribution center leased by Skechers, said that he planned to open several more facilities and that warehouses would increasingly rely on more skilled workers to operate computers.

"This is the center for all of the trade in the world," he said. "You can get to much of the country with a drive of just a few hours."

The Skechers warehouse is filled with machines that use sophisticated technologies to make basic processes move more quickly and often with little human assistance. Skechers executives said they employed 550 to 800 people in the warehouse depending on the season, but they declined to give any information about the kinds of jobs available and the salaries employees receive.

Some local critics have said the new center has done little to generate new jobs, since many of them were simply moved from six smaller warehouses the company had operated for several years in Ontario, about 20 miles to the west.

"It's attractive because it's something that governments can take advantage of now," said Jordan Levine, the director of economic research at Beacon Economics, a research and consulting firm. "There's no need to have to recruit an educated work-force base or have a lot of strategy around."

He added: "All that stuff takes time and money and decades to bear fruit. This is far more expedient."

A version of this article appeared in print on July 23, 2012, on page A9 of the New York edition with the headline: As California Warehouses Grow, Labor Issues Are a Concern.

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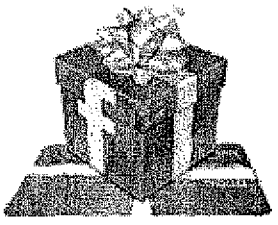

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ATTACHMENT C

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Johnson & Sedlack, an Environmental Law firm representing plaintiff environmental groups in environmental law litigation, primarily CEQA.

City Planning:

Current Planning

- Two years principal planner, Lenexa, Kansas (consulting)
- Two and one half years principal planner, Lee's Summit, Missouri
- One year North Desert Regional Team, San Bernardino County
- Thirty years subdivision design: residential, commercial and industrial
- Thirty years as applicants representative in various jurisdictions in: Missouri, Texas, Florida, Georgia, Illinois, Wisconsin, Kansas and California
- Twelve years as applicants representative in the telecommunications field

General Plan

- Developed a policy oriented Comprehensive Plan for the City of Lenexa, Kansas.
- Updated Comprehensive Plan for the City of Lee's Summit, Missouri.
- Created innovative zoning ordinance for Lenexa, Kansas.
- Developed Draft Hillside Development Standards, San Bernardino County, CA.
- Developed Draft Grading Standards, San Bernardino County.
- Developed Draft Fiscal Impact Analysis, San Bernardino County

Environmental Analysis

- Two years, Environmental Team, San Bernardino County
  - Review and supervision of preparation of EIR's and joint EIR/EIS's
  - Preparation of Negative Declarations
  - Environmental review of proposed projects
- Eighteen years as an environmental consultant reviewing environmental documentation for plaintiffs in CEQA and NEPA litigation

Representation:

- Represented various clients in litigation primarily in the fields of Environmental and Election law. Clients include:
  - Sierra Club
  - San Bernardino Valley Audubon Society
  - Sea & Sage Audubon Society
  - San Bernardino County Audubon Society
  - Center for Community Action and Environmental Justice
  - Endangered Habitats League
  - Rural Canyons Conservation Fund
  - California Native Plant Society
  - California Oak Foundation
  - Citizens for Responsible Growth in San Marcos
  - Union for a River Greenbelt Environment
  - Citizens to Enforce CEQA
  - Friends of Riverside's Hills
  - De Luz 2000
  - Save Walker Basin
  - Elsinore Murrieta Anza Resource Conservation District

Education:

- B. A. Economics and Political Science, Kansas State University 1970
- Masters of Community and Regional Planning, Kansas State University, 1974
- Additional graduate studies in Economics at the University of Missouri at Kansas City
- J.D. University of La Verne. 1997 Member, Law Review, Deans List, Class Valedictorian, Member Law Review, Published, Journal of Juvenile Law

Professional Associations:

- Member, American Planning Association
- Member, American Institute of Certified Planners
- Member, Association of Environmental Professionals
- Member, U.S. Green Building Council, LEED GA

Johnson & Sedlack, Attorneys at Law
26785 Camino Seco 12/97- Present
Temecula, CA 92590
(951) 506-9925

Principal in the environmental law firm of Johnson & Sedlack. Primary areas of practice are environmental and election law. Have provided representation to the Sierra Club, Audubon Society, AT&T Wireless, Endangered Habitats League, Center for Community Action and Environmental Justice, California Native Plant Society and numerous local environmental groups. Primary practice is writ of mandate under the California Environmental Quality Act.

Planning-Environmental Solutions
26785 Camino Seco 8/94- Present
Temecula, CA 92590
(909) 506-9825

Served as applicant's representative for planning issues to the telecommunications industry. Secured government entitlements for cell sites. Provided applicant's representative services to private developers of residential projects. Provided design services for private residential development projects. Provided project management of all technical consultants on private developments including traffic, geotechnical, survey, engineering, environmental, hydrogeological, hydrologic, landscape architectural, golf course design and fire consultants.

San Bernardino County Planning Department
Environmental Team 6/91-8/94
385 N. Arrowhead
San Bernardino, CA 92415
(909) 387-4099

Responsible for coordination of production of EIR's and joint EIR/EIS's for numerous projects in the county. Prepared environmental documents for numerous projects within the county. Prepared environmental determinations and environmental review for projects within the county.

San Bernardino County Planning Department
General Plan Team 6/91-6/92
385 N. Arrowhead
San Bernardino, CA 92415
(909) 387-4099

Created draft grading ordinance, hillside development standards, water efficient landscaping ordinance, multi-family development standards, revised planned development section and fiscal impact analysis. Completed land use plans and general plan amendment for approximately 250 square miles. Prepared proposal for specific plan for the Oak Hills community.

San Bernardino County Planning Department
North Desert Regional Planning Team
15505 Civic 6/90-6/91
Victorville, CA
(619) 243-8245

Worked on regional team. Reviewed general plan amendments, tentative tracts, parcel maps and conditional use permits. Prepared CEQA documents for projects.

Broadmoor Associates/Johnson Consulting
229 NW Blue Parkway
Lee's Summit, MO 64063
(816) 525-6640 2/86-6/90

Sold and leased commercial and industrial properties. Designed and developed an executive office park and an industrial park in Lee's Summit, Mo. Designed two additional industrial parks and residential subdivisions. Prepared study to determine target industries for the industrial parks. Prepared applications for tax increment financing district and grants under Economic Development Action Grant program. Prepared input/output analysis of proposed race track Provided conceptual design of 800 acre mixed use development.

Shepherd Realty Co.
Lee's Summit, MO 6/84-2-86

Sold and leased commercial and industrial properties. Performed investment analysis on properties. Provided planning consulting in subdivision design and rezoning.

Contemporary Concepts Inc.
Lee's Summit, MO 9/78-5/84
Owner

Designed and developed residential subdivision in Lee's Summit, Mo. Supervised all construction trades involved in the development process and the building of homes.

Environmental Design Association
Lee's Summit, Mo.
Project Coordinator 6/77-9/78

Was responsible for site design and preliminary building design for retirement villages in Missouri, Texas and Florida. Was responsible for preparing feasibility studies of possible conversion projects. Was in charge of working with local governments on zoning issues and any problems that might arise with projects. Coordinated work of local architects on projects. Worked with marketing staff regarding design changes needed or contemplated.

City of Lee's Summit, MO
220 SW Main
Lee's Summit, MO 64063
Community Development Director 4/75-6/77

Supervised Community Development Dept. staff. Responsible for preparation of departmental budget and C.D.B.G. budget. Administered Community Development Block Grant program. Developed initial Downtown redevelopment plan with funding from block grant funds. Served as a member of the Lee's Summit Economic Development Committee and provided staff support to them. Prepared study of available industrial sites within the City of Lee's Summit. In charge of all planning and zoning matters for the city including comprehensive plan.

Howard Needles Tammen & Bergendoff
9200 Ward Parkway
Kansas City, MO 64114
(816) 333-4800 5/73-4/75
Economist/Planner

Responsible for conducting economic and planning studies for Public and private sector clients. Consulting City Planner for Lenexa, KS.

Conducted environmental impact study on maintaining varying channel depth of the Columbia River including an input/output analysis. Environmental impact studies of dredging the Mississippi River. Worked on the Johnson County Industrial Airport industrial park master plan including a study on the demand for industrial land and the development of target industries based upon location analysis. Worked on various airport master plans. Developed policy oriented comprehensive plan for the City of Lenexa, KS. Developed innovative zoning ordinance heavily dependent upon performance standards for the City of Lenexa, KS.

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RLH
CITY MANAGER	MJ

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: December 11, 2012

TITLE: PUBLIC HEARING TO ADOPT SUBSTANTIAL AMENDMENT #1 TO THE FY 2012-2013 CDBG ANNUAL ACTION PLAN, AMENDMENT #2 TO THE NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP3)

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a Public Hearing to allow the public an opportunity to comment on the proposed Substantial Amendment #1 to 2012-13 CDBG Annual Action, Substantial Amendment #2, to the NSP 3 Program;
2. Approve the proposed amendments to the NSP3 Program that redefine the Target Areas, clarify the eligible activities within each Target Area, and reallocate funds between HUD-approved NSP3 eligible activities. (Attachment 1);
3. Approve the re-appropriations and authorize the Financial & Administrative Services Director to process the adjustments; and,
4. Authorize the City Manager to reallocate NSP3 funds between HUD-approved grant activities.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

In 2008, the federal government approved legislation that provided Community Development Block Grant (CDBG) funding to local governments to address the foreclosure crisis experienced across the nation. The program was known as the Neighborhood Stabilization Program (NSP) and Moreno Valley received an allocation of

$11,390,116 to stabilize neighborhoods with a high percent of foreclosures, homes in default, and homes financed by sub-prime or high-risk mortgages.

On July 21, 2010, the Wall Street Reform and Consumer Protection Act of 2010 (the Dodd-Frank Act) allocated additional NSP assistance. This additional allocation represented the third round of NSP funding and is referred to as NSP3. Moreno Valley was allocated $3,687,789 in NSP3 funds. Though almost identical in use to the original NSP grant, the City's NSP3 program must conform to specific rules and regulations provided in the Federal Notice issued by the U.S. Department of Housing and Urban Development (HUD) on October 19, 2010. To officially secure the NSP 3 grant allocation, the City adopted a Substantial Amendment #1 to the FY 2010-11 Annual Action Plan and submitted the amendment detailing the City's proposed program to HUD; the amendment was approved by HUD in March 2011.

The City commenced the implementation of the NSP3 Program in June 2012. However, significant shifts in the local real estate market have served as impediments to the City's ability to effectively meet the objectives of the NSP Program. Under NSP3, grantees have 2 years from the date HUD signs the grant agreements to expend 50% of the grant funds and 3 years to expend an amount equal to the total grant allocation. Facing the expenditure deadlines, changes in strategy and program implementation are necessary to address the real estate inventory challenges and increase the opportunities to effectively expend the NSP funds within the established timelines.

DISCUSSION

Amendments to Target Areas

When initially devising the NSP3 Program, city staff identified activities to best address the needs of the community while meeting the requirements of HUD to create a "deep targeting" plan. Unlike NSP 1, where most of the City was eligible for identification in a Target Area, HUD required grantees to create target areas that were more succinctly defined and driven by impact scores which is the number of properties to be assisted/affected to make an impact to the area. Per guidance provided by HUD, the impact score must be reasonable and have a direct correlation with the total grant allocation, essentially, the expected outcome or impact, must be achievable with the initial grant funds allocated to the grantee.

The City identified areas that met HUD's "deep-targeting" and Impact Score criteria. To adjust to the ever-changing local real estate market, City Council approved amendments to the Target Areas in March 2012. Due to the continued changes in inventory resulting in not enough opportunities, staff is proposing to further modify two of the seven existing target areas. Below is a summary of the target areas (modifications are noted within the descriptions). Please see the revised map (Attachment 2) and the Target Area Chart (Attachment 3) for more details:

- Target Area 1: Bounded by Sunnymead Blvd., Frederick St., Dracaea Ave., and Graham St. **THIS TARGET AREA IS NOT BEING AMENDED.**
- Target Area 2: Bounded by Kitching St., Eucalyptus Ave., Cottonwood Ave., and Lasselle St. **THIS TARGET AREA IS NOT BEING AMENDED**
- Target Area 3: Bounded by Sunnymead Blvd., Lasselle St., Kitching St, and Eucalyptus Ave. **THIS TARGET AREA IS BEING ELIMINATED.**
- Target Area 4: Bounded by Cottonwood Ave., Morrison St., Bay Ave., and Lasselle St. **THIS TARGET AREA IS NOT BEING AMENDED.**
- Target Area 5: Bounded by Perris Ave., Filaree Ave., Gentian Ave., and Sheila Ave. **THIS TARGET AREA IS NOT BEING AMENDED.**
- Target Area 6: Bounded by Alessandro Blvd., Courage St., Frederick St., Bay Ave. (includes the Edgemont Area). **THIS TARGET AREA IS BEING AMENDED AND WILL BE IRREGULARLY BOUNDED BY FREDERICK STREET, ALESSANDRO BOULEVARD, COTTONWOOD AVENUE, DAY STREET, EUCALYPTUS AVENUE AND OLD-215 FRONTAGE ROAD.**
- Target Area 7: Bounded by Heacock St. 60FWY, Postal Ave, east of Indian Ave. **THIS TARGET AREA IS NOT BEING AMENDED**

While Target Area #3 will be eliminated (as indicated above), for the sake of consistency, the numeric identification of the other Target Areas will not be revised. Since Target Area #3 has not produced any eligible units for acquisition through the program, a focused effort in this area are no longer required.

To compensate for the elimination of Target Area 3, the City is proposing to expand boundaries of the current Target Area #6. This newly expanded area has been strategically selected and falls under a larger, more comprehensive development plan area defined by the city in a HUD-approved Neighborhood Revitalization Strategy Area (NRSA). The modified NSP-designated Target Area will be irregularly bounded by Frederick Street, Alessandro Boulevard, Cottonwood Avenue, Day Street, Eucalyptus Avenue and Old-215 Frontage Road and will encompass the Edgemont area.

In addition to expanding the target area, the City will focus much of the NSP activities toward establishing and operating a land bank. Via the land bank, the City will acquire, demolish, manage, assemble, and redevelop residential vacant land and/or properties that have been foreclosed upon; the properties held in the land bank will be held future redevelopment to occur before the expiration of the 10-year holding period.

The City is currently developing a strategy specifically for the Edgemont Area, hereinafter referred to as "The Edgemont Revitalization Plan". The Edgemont Revitalization Plan will be an initiative that is an aimed coordination of public and private efforts and resources with the primary of objective of creating private development opportunities while creating new housing opportunities and stabilizing the current housing market in the area. The plan will be devised to be an interdepartmental and interagency collaboration focused on the remediation of the dilapidated and substandard infrastructure that currently serves as an impediment to the development and economic growth of the area. The NSP land bank established for the Edgemont

Area will work in concert with the overall development/revitalization plan being developed for the area.

Amendments to Activity Budgets

To assist with the focused-approach being taken in the Edgemont area due to its lack of infrastructure, underdevelopment in some areas, and inability to be developed in other areas, the City will be leveraging NSP funds and other funding sources to address some of the short and long-term economic and housing development opportunities that currently exist. Staff is proposing, however, to modify the current NSP activity allocations to assist with these efforts.

Staff is proposing to reduce the NSP3-Activity 1- Single-Family Residential Acquisition/Rehabilitation/Resale (SFR-ARR) by $850,000 and the NSP3-Activity 2-Multi-Family Residential Acquisition/Rehabilitation/Rental (MFR-ARR) by $250,000; the $1 million will be reallocated to support other NSP-eligible activities. The NSP3-Activity 4-Demolition will be increased by $150,000 to $200,000; $850,000 will be reallocated to increase the budget for the NSP3-Activity 5-Land banking to $950,000; and $100,000 will be reallocated to increase the budget for the NSP3-Activity 6-Redevelopment to $300,000. Since the current condition of the Edgemont area is not conducive to development, the ability to acquire properties now via an established land bank using NSP funds and redevelop the properties at a later date is imperative to the future vitality, growth, and stabilization of the area.

Amendments to Scope of Activities in Eligible Target Areas

In the City's original NSP3 Substantial Amendment application and Amendment #1, it was indicated that Target Areas #1 through 4 would be focused areas for acquisition of single-family residential properties and Target Areas #5 through 7 would be focused areas for acquisition of multifamily residential properties. This Amendment #2 clarifies the scope of the activities to be undertaken in the designated Target Areas. All Target Areas will be eligible for acquisition/rehabilitation for both single and multi-family housing types, as well as all of the other HUD-approved eligible activities (acquisition/rehabilitation, demolition, land banking, financing mechanism, and redevelopment) identified in the initial NSP3 Substantial Amendment.

The chart below summarizes the amendments to the activity for each target area:

Target Area	Current Program Activity	Amended Program Activity
1	SFR-ARR	All eligible activities
2	SFR-ARR	All eligible activities
3	TARGET AREA ELIMINATED	
4	SFR-ARR	All eligible activities
5	MFR-ARR	All eligible activities
6	MFR-ARR	All eligible activities
7	MFR-ARR	All eligible activities

In addition, staff is proposing to modify some of the program's current parameters as it relates to the acquisition of properties through the single family residential acquisition, rehabilitation, and resale activity. With this amendment, the City of Moreno Valley is proposing to remove the current subsidy limit of $36,000 and the minimum rehabilitation requirement of $15,000. Initially, the City's approach to property acquisition was to exclusively acquire properties that required substantial rehabilitation, while meeting the minimum 1% discount requirement and staying within the established subsidy limit. Given the changes in the real estate market, especially the limited availability of inventory, and virtually non-existent discounts provided by the banks, this approach has not been as successful recently as it had been in the past. The City and its Development Partners have found it extremely challenging to identify properties that meet all of the City's requirements will complying with the discount requirements as imposed by HUD. As a result, the program must be modified to allow more flexibility as acquisition opportunities become available. These changes will allow the City to maximize its acquisition and rehabilitation efforts, thereby increasing its output and performance.

ALTERNATIVES

1. Approve Substantial Amendment #1 to the FY 12/13 Annual Action Plan, Amendment #2 to the Neighborhood Stabilization Program 3 (NSP3); approve the Budget Appropriation Adjustment and authorize the Financial & Administrative Services Director to process the adjustments; and authorize the City Manager to reallocate grant funds between HUD-approved NSP3 grant activities. **Staff recommends this action because it complies with housing goals as established by the Dodd-Frank Act and adheres to the guidelines provided in the HUD Federal Register Notice, dated October 19, 2010 (Docket No. FR-5447-N-01).**

2. Do not approve Substantial Amendment #1 to the FY 12/13 Annual Action Plan, Amendment #1 to the Neighborhood Stabilization Program 3 (NSP3); decline to approve the Budget Appropriation Adjustment and decline to authorize the Financial & Administrative Services Director to process the adjustments; and decline to authorize the City Manager to reallocate grant funds between HUD-approved NSP3 grant activities. **Staff does not recommend this action because it would result in a failure to meet the housing goals established by the Dodd-Frank Act and HUD requirements for NSP3.**

FISCAL IMPACT

The NSP3 funds are a HUD grant and do not require any matching funds; NSP3 funds are restricted and exclusively for the use of providing homeownership and rental housing opportunities for households earning up to 120% Area Median Income. THERE IS NO IMPACT ON THE GENERAL FUND.

This amendment will not impact other City funding sources. The Federal Housing and Economic Recovery Act (HERA) does allow for the leveraging of NSP funds with existing HOME or CDBG monies which will be explored during the administration of the NSP3 Program. It is anticipated that the NSP activities could generate revenue or Program Income. Should this occur, the HERA requires that the monies be reapplied to the NSP Program and treated as additional funding, subject to the same expenditure criteria.

However, to effectively modify the activity budgets established during the previous budget cycle, a Budget Appropriation Adjustment must be processed by Finance. Consequently, staff recommends City Council approves the following adjustments, as summarized in the chart below and authorize the Financial & Administrative Services Director to process the adjustments:

Proposed Re-appropriations:

Type	NSP Activity	G/L Account	Project Account	Current Available Budget	Proposed Adjustments	Proposed Activity Budgets
Expense	Activity 1, Single-Family Residential Acq./Rehabilitation/Resale (SFR-ARR)	2507-20-32-72703-733203	New project account to be created	$1,747,063	-$850,000	$897,063
Expense	Activity 2, Multi-Family Residential Acq./Rehabilitation/Rental (MFR-ARR)	2507-20-32-72703-733203	New project account to be created	$1,121,947	-$250,000	$871,947
Expense	Activity 3, Neighborhood Stabilization Homeownership Program (NSHP)	2507-20-32-72703-733203	New project account to be created	$100,000	$0	$100,000
Expense	Activity 4, Demolition	2507-20-32-72703-733203	New project account to be created	$50,000	$150,000	$200,000
Expense	Activity 5, Land banking	2507-20-32-72703-733203	New project account to be created	$100,000	$850,000	$950,000
Expense	Activity 6, Redevelopment	2507-20-32-72703-733203	New project account to be created	$200,000	$100,000	$300,000
Expense	Administration Cap (10%)	2507-20-32-72703-733203	New project account to be created	$349,653	$0	$349,653
	Total Grant Allocations*			$3,668,663	$0	$3,668,663

During the migration from the One World Financial System to the LOGOS System the G/L accounts for each of the NSP activities were consolidated into one account: account number 2507-20-32-72703-733203. Since each activity is treated separately and distinct by HUD, each will need its own sub-account for tracking and reporting purposes, similar to its previous setup in the One World system. The separation of the activity accounts has not been completed; however, since a Budget Appropriation Adjustment will be required to fund the accounts as identified above, staff is requesting the approval of the Budget Appropriation Adjustment by Council now for processing at a later date (upon completion of account setup for each activity).

CITY COUNCIL GOALS

1. **REVENUE DIVERSIFICATION & PRESERVATION**
   NSP3 funds will enhance the City's ability to stabilize housing and preserve City neighborhoods.

2. **PUBLIC SAFETY**
   The NSP3 activities will directly or indirectly help to provide a secure environment by reducing the number of vacant and abandoned properties in the community.

3. **COMMUNITY IMAGE, NEIGHBORHOOD PRIDE & CLEANLINESS**
   The NSP3 activities will help to preserve, rehabilitate and improve the City's existing neighborhoods.

SUMMARY

In accordance with the Wall Street Reform and Consumer Protection Act of 2010, HUD is allocating additional emergency grants to states, cities, and counties to address the foreclosure crisis. The City of Moreno Valley has been allocated $3,687,789 to implement a third round of Neighborhood Stabilization Program activities (NSP3) within a 36-month timeline. To meet expenditure deadlines, staff is proposing to make modifications to the program.

The modifications include:

- Eliminating the previously established Target Area #3
- Expanding the boundaries of the previously established Target Area #6 to include the entire Edgemont Area. A land bank will later be established to assist with future development planned for the area;
- Clarifying the scope of activities for all program Target Areas; and,
- Adjusting current activity funding allocations.

City Manager is granted the authority to move NSP funds – within a 20% threshold as established by the approved Citizen Participation Plan – between HUD-approved activities if it is found necessary. Should the shifting of funds exceed the 20% threshold, a substantial amendment will be required at that time.

NOTIFICATION

Notice of this meeting was published in the Press-Enterprise newspaper on November 14, 2012. A copy of the draft NSP3 amendment was also available on the City website for public review and comment. The official 15-day public review period occurred from November 26, 2012 through December 10, 2012. Respondents were given the opportunity to provide comments via email, telephone, and fax.

ATTACHMENTS/EXHIBITS

ATTACHMENT 1 Amended Neighborhood Stabilization Program 3 Application
ATTACHMENT 2 Amended NSP3 Target Areas Map
ATTACHMENT 3 NSP3 Target Area Chart

Prepared By:
Shanikqua Freeman
Housing Program Coordinator

Department Head Approval:
Barry Foster
Community & Economic Development Director

Concurred By:
Dante Hall
Business Support & Neighborhood Programs Administrator

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

AMENDMENT #2 TO THE NSP3 SUBSTANTIAL AMENDMENT

DECEMBER 11, 2012

Jurisdiction(s): City of Moreno Valley **Jurisdiction Web Address:** http://www.moval.org/resident_services/housing/index_housing.shtml **Mailing Address:** 14177 Frederick St. Moreno Valley, CA 92553	**NSP Contacts:** Dante G. Hall Redevelopment & Neighborhood Programs Administrator Shanikqua Freeman Housing Program Coordinator **Telephone:** (951) 413-3450 **Fax:** (951) 413-3459 **Email:** danteh@moval.org shanikquaf@moval.org
Grant Number: B-11-MN-06-0513	

I. Amendment to Area(s) of Greatest Need

In Amendment #1 of the NSP3 Substantial Amendment, the City of Moreno Valley redefined the target areas and identified seven NSP3 areas of greatest need located within the following areas:

- **Target Area 1:** Bounded by Sunnymead Blvd., Frederick St., Dracaea Ave., and Graham St. **NO CHANGE TO THIS TARGET AREA.**
- **Target Area 2:** Bounded by Kitching St., Eucalyptus Ave., Cottonwood Ave., and Lasselle St. **NO CHANGE TO THIS TARGET AREA.**
- **Target Area 3:** Bounded by Sunnymead Blvd., Lasselle St.., Kitching St, and Eucalyptus Ave. **THIS AREA WILL BE ELIMINATED WITH THIS AMENDMENT.**
- **Target Area 4:** Bounded by Cottonwood Ave., Morrison St., Bay Ave., and Lasselle St. **NO CHANGE TO THIS TARGET AREA.**
- **Target Area 5:** Bounded by Perris Ave., Filaree Ave., Gentian Ave., and Sheila Ave. This area is more commonly known as "The Shelia" neighborhood. **NO CHANGE TO THIS TARGET AREA.**
- **Target Area 6:** Irregularly bounded by Alessandro Blvd., Courage St., Frederick St., Bay Ave. This area is more commonly known as "The Shoe" neighborhood because of the neighborhood's distinctive resemblance to a horseshoe. **THIS AREA WILL BE EXPANDED WITH THIS AMENDMENT; SEE DESCRIPTION BELOW.**
- **Target Area 7:** Bounded by Heacock St. 60FWY, Postal Ave, east of Indian Ave. **NO CHANGE TO THIS TARGET AREA.**

With this amendment, the City is proposing to eliminate Target Area #3. As with many markets across the nation, the Moreno Valley real estate market has experienced a drastic shift affecting the availability of inventory eligible for acquisition through the NSP Program. Consequently, Target Area # 3 has not produced as many units as initially anticipated. As a result, the City has determined that focused efforts in this area are no longer required.

To compensate for the elimination of Target Area 3, the City is proposing to expand boundaries of the current Target Area #6, known as "The Shoe" neighborhood. This newly expanded area has been strategically selected and falls under a larger, more comprehensive development plan area defined by the city in a HUD-approved Neighborhood Revitalization Strategy Area (NRSA). The modified NSP-designated Target Area will be irregularly bounded by Frederick Street, Alessandro Boulevard, Cottonwood Avenue, Day Street, Eucalyptus Avenue and Old-215 Frontage Road. This target area will continue to include "The Shoe" neighborhood and will encompass the City's foremost area of greatest need, known as the Edgemont Area.

The Edgemont area is located at the westerly entrance of the City of Moreno Valley. Due to its locale, Edgemont is commonly referred to as a gateway into the city. While the NSRA exists, the City is currently developing a strategy specifically for the Edgemont Area, hereinafter referred to as "The Edgemont Revitalization Plan". The Edgemont Revitalization Plan will be an initiative that is an aimed coordination of public and private efforts and resources with the primary of objective of creating private development opportunities while creating new housing opportunities and stabilizing the current housing market in the area. The plan will be devised to be an interdepartmental and interagency collaboration focused on the remediation of the dilapidated and substandard infrastructure that currently serves as an impediment to the development and economic growth of the area.

Some of the revitalization activities to be implemented through the Edgemont Revitalization Plan as concerted efforts performed by of various departments within the City:

- ☐ Organized Neighborhood Clean-ups
- ☐ Blight removal through Code Compliance/ Building & Safety Enforcement
- ☐ Maximization of land use and development opportunities through rezoning
- ☐ Acquisition/rehabilitation of foreclosed single and multi- family residential units for land banking, rental, or resale opportunities

The City's NSP Programs (both NSP1 and NSP3) will be one of the components of the Edgemont Revitalization Plan used to: 1) remove blight, 2) stimulate neighborhood redevelopment, and 3) create affordable and decent housing opportunities for earning up to 120% Area Median Income. The City will establish and operate a land bank to acquire, demolish, manage, assemble, and redevelop residential vacant land and/or properties that have been foreclosed upon; the properties held in the land bank will be held future redevelopment to occur before the expiration of the 10-year holding period. **Please note: properties to be held in the land bank will not be exclusive to the Edgemont area. Eligible acquisitions in approved NSP Target Areas will also continued to be pursued and held in the City's land bank.**

The City will identify properties for the purposes of land banking based upon the following criteria, foreclosed and:

- ☐ Undeveloped/vacant parcels, and/or;
- ☐ Irregularly shaped, small, undevelopable parcels requiring assembly for development, and/or;

- Parcels with blighted and uninhabitable structures requiring demolish.

During the holding period the properties will be secured, maintained, and insured by city. The costs of the management of the properties will be absorbed by NSP grant funds until the expiration of the grant. Upon expiration, Program Income generated through the other NSP eligible activities, will be used to ensure the continued and effective management of the land banked inventory.

II. Amendment to Activity Budgets

NSP BUDGET	Current Activity Allocations	Proposed Activity Adjustments
NSP3 Total Grant	**$3,687,789**	**$3,687,789**
NSP3-Activity 1, Single-Family Residential Acq./Rehabilitation/Resale (SFR-ARR)	$1,747,063	$897,063
NSP3-Activity 2, Multi-Family Residential Acq./Rehabilitation/Rental (MFR-ARR)	$1,121,947	$871,947
NSP3-Activity 3, Neighborhood Stabilization Homeownership Program (NSHP)	$100,000	$100,000
NSP3-Activity 4, Demolition	$50,000	$200,000
NSP3-Activity 5, Land banking	$100,000	$950,000
NSP3-Activity 6, Redevelopment	$200,000	$300,000
NSP3 Administration Cap (10%)	$368,779	$368,779
Total Proposed Grant Allocations*	**$3,687,789**	**$3,687,789**
* allocations by activity are subject to change, if adjustments exceed 20% a Substantial Amendment will be processed		

The City is proposing to modify the activity allocation amounts, as indicated above. To assist with the focused-approach being taken in the Edgemont area due to its lack of infrastructure, underdevelopment in some areas, and inability to be developed in other areas, the City will be leveraging NSP funds and other funding sources to address some of the short and long-term economic and housing development opportunities that currently exist.

Staff is proposing to reduce the NSP3-Activity 1- Single-Family Residential Acquisition/Rehabilitation/Resale (SFR-ARR) by $850,000 and the NSP3-Activity 2- Multi-Family Residential Acquisition./Rehabilitation/Rental (MFR-ARR) by $250,000; the $1 million will be reallocated to support other NSP-eligible activities. The NSP3-Activity 4-Demolition will be increased by $150,000 to $200,000; $850,000 will be reallocated to increase the budget for the NSP3-Activity 5-Land banking to $950,000; and $100,000 will be reallocated to increase the budget for the NSP3-Activity 6- Redevelopment to $300,000. Since the current condition of the Edgemont area is not conducive to development, the ability to acquire properties now via an established land bank using NSP funds and redevelop the properties at a later date is imperative to the future vitality, growth, and stabilization of the area.

II. Amendment to Activity Descriptions for Activity Number 1- Single-Family Residential Acquisition/Rehabilitation/Resale (SFR-ARR) and Activity Number 2 - Multi-Family Residential Acquisition/Rehabilitation/Rental (MFR-ARR)

On April 9, 2010, HUD issued Bridge Notice 5321-N-03 which changed the definitions of "foreclosed" and "abandoned". As a result, the new definitions allowed the potential use of short-

sale procedures for the grantee to acquire property directly from the owner. In its original NSP3 Substantial Amendment, and as part of its implementation/administration the City of Moreno Valley indicated that as it had with NSP1, it will continue to acquire NSP-eligible, bank-owned properties only. Given the recent experience with the City's current real estate market and inventory, the City will begin to pursue short-sale options, in conjunction with bank-owned acquisitions.

IV. Amendment to Activity Descriptions for Target Areas for Activity Number 1 Single-Family Residential Acquisition/Rehabilitation/Resale (SFR-ARR) and Activity Number 2- Multi-Family Residential Acquisition/Rehabilitation/Rental (MFR-ARR)

In the City's original NSP3 Substantial Amendment application, it was indicated that Target Areas#1 -4 would be focused areas for acquisition of single-family residential properties and Target Areas #5-7 would be focused areas for acquisition of multifamily residential properties. With this Amendment #2, all Target Areas will be eligible for acquisition/rehabilitation for both single and multi-family housing types, as well as all of the eligible activities (acquisition/rehabilitation, demolition, land banking, financing mechanism, and redevelopment) identified in the initial NSP3 Substantial Amendment.

The chart below summarizes the amendments to the activity for each target area:

Target Area	Current Program Activity	Amended Program Activity
1	SFR-ARR	All eligible activities
2	SFR-ARR	All eligible activities
3	TARGET AREA ELIMINATED	
4	SFR-ARR	All eligible activities
5	MFR-ARR	All eligible activities
6	MFR-ARR	All eligible activities
7	MFR-ARR	All eligible activities

In addition, staff is proposing to modify some of the program's current parameters as it relates to the acquisition of properties through the single family residential acquisition, rehabilitation, and resale activity. With this amendment, the City of Moreno Valley is proposing to remove the current subsidy limit of $36,000 and the minimum rehabilitation requirement of $15,000. Initially, the City's approach to property acquisition was to exclusively acquire properties that required substantial rehabilitation, while meeting the minimum 1% discount requirement and staying within the established subsidy limit. Given the changes in the real estate market, the limited availability of inventory, and virtually non-existent discounts provided by the banks, this approach has not been as successful recent as it had been in the past. The City and its Development Partners have found it extremely challenging to identify properties that meet all of the City's requirements will complying with the discount requirements as imposed by HUD. As a result, the program must be modified to allow more flexibility if acquisition opportunities become available. These changes will allow the City to maximize its acquisition and rehabilitation efforts, thereby increasing its output and performance.

V. Public Comment

To meet the public noticing requirement, a copy of the draft substantial amendment will be posted on the City of Moreno Valley's website www.moval.org for 15 days from November 26 through December 10, 2012. A Public Notice was advertised in the Press-Enterprise newspaper on November 14, 2012. Public comments will be accepted until 4 p.m. on December 10, 2012. All comments may be submitted via email at NP@moval.org, phone at (951) 413-3450, or fax at (951) 413-3459.

VI. Summary to Public Comments Received

The summary of public comments will be included as an attachment.

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MV00188165

ATTACHMENT 2

City of Moreno Valley
NSP 1 & 3 Target Areas

NSP Target Areas

- Eligible for NSP 1
- Eligible for NSP 3
- Not Eligible for NSP 1
- Not Eligible for NSP 1 or NSP 3
- Census Tracts
- Census Block Groups

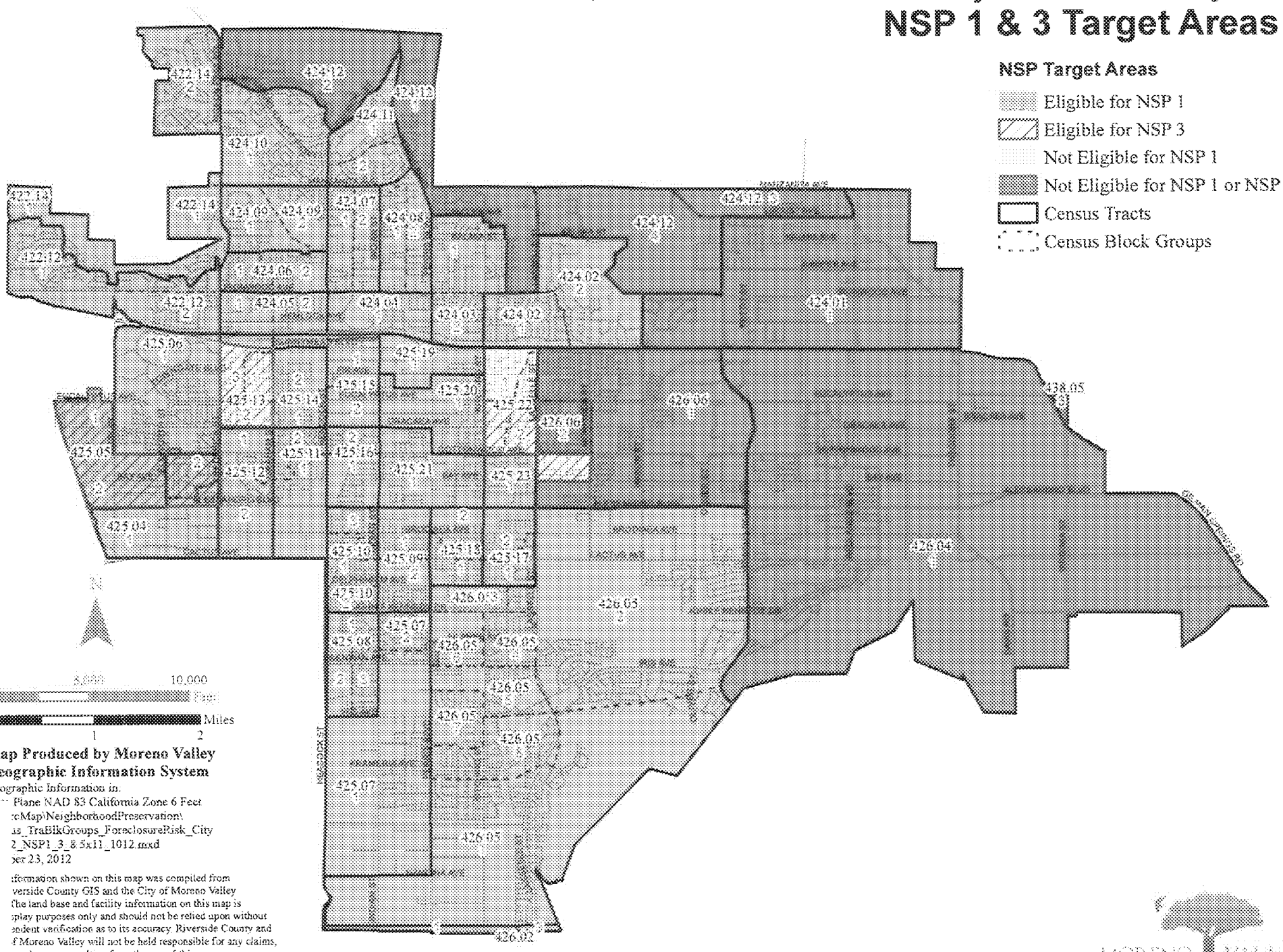

Map Produced by Moreno Valley Geographic Information System

Geographic Information in.
Plane NAD 83 California Zone 6 Feet
:eMap\NeighborhoodPreservation\
as_TraBlkGroups_ForeclosureRisk_City
2_NSP1_3_8.5x11_1012.mxd
ber 23, 2012

formation shown on this map was compiled from
verside County GIS and the City of Moreno Valley
The land base and facility information on this map is
splay purposes only and should not be relied upon without
endent verification as to its accuracy. Riverside County and
f Moreno Valley will not be held responsible for any claims,
or damages resulting from the use of this map.
data reflected on this map was provided by the U.S.
rtment of Housing and Urban Development. The City of
o Valley does not accept responsibility for the data.

MORENO VALLEY

Item No. E.3

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MV00188167

NSP 3- TARGET AREAS
CENSUS TRACTS/BLOCK GROUPS

Target Area	Program Activities	Boundaries	Census Tract(s)	Block Group(s)	Map of Target Area
#1	SFR-ARR, MFR-ARR, Demolition, Redevelopment, Land Banking, Homebuyer Assistance	Sunnymead Blvd, Frederick Street, Dracaea Ave., and Graham St.	425.13	1-3	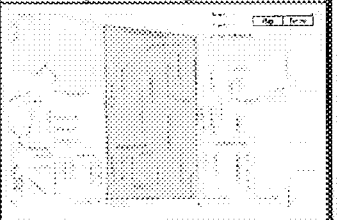
#2	SFR-ARR, MFR-ARR, Demolition, Redevelopment, Land Banking, Homebuyer Assistance	Kitching St., Eucalyptus Ave., Cottonwood Ave., and Lasselle St.	425.22	1-2	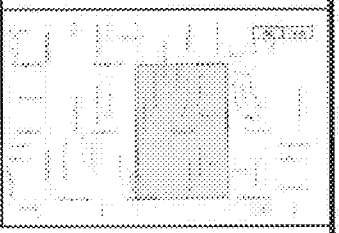
#3	THIS TARGET AREA HAS BEEN ELIMINATED				
#4	SFR-ARR, MFR-ARR, Demolition, Redevelopment, Land Banking, Homebuyer Assistance	Cottonwood Ave., Morrison St., Bay Ave., and Lasselle St.	426.06 425.22	1 1-2	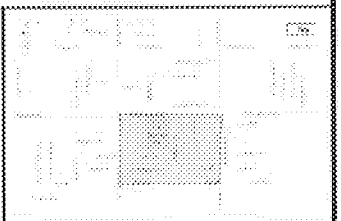
#5	SFR-ARR, MFR-ARR, Demolition, Redevelopment, Land Banking, Homebuyer Assistance	Perris Blvd., Filaree Ave., Sheila Ave., and Gentian Ave.	426.05	6	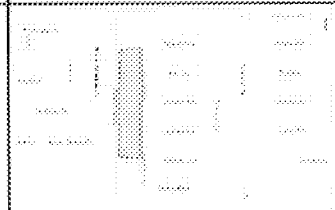
#6	SFR-ARR, MFR-ARR, Demolition, Redevelopment, Land Banking, Homebuyer Assistance	Frederick St., Alessandro Blvd., Cottonwood Ave., Day St., Eucalyptus Ave., and Old 215-Frontage	425.04	1	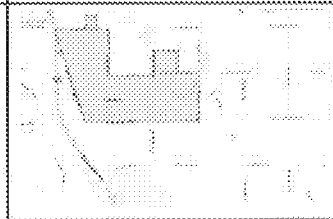
#7	SFR-ARR, MFR-ARR, Demolition, Redevelopment, Land Banking, Homebuyer Assistance	Postal Ave., east of Heacock St., west of Indian, south of the 60 FWY	425.15	1	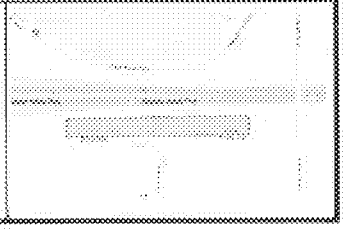

Target Area 1- SFR

Sunnymead Blvd., Frederick St., Dracaea Ave., Graham St.

Target Area 2- SFR
Kitching St., Eucalyptus Ave., Cottonwood Ave., Lasselle St.

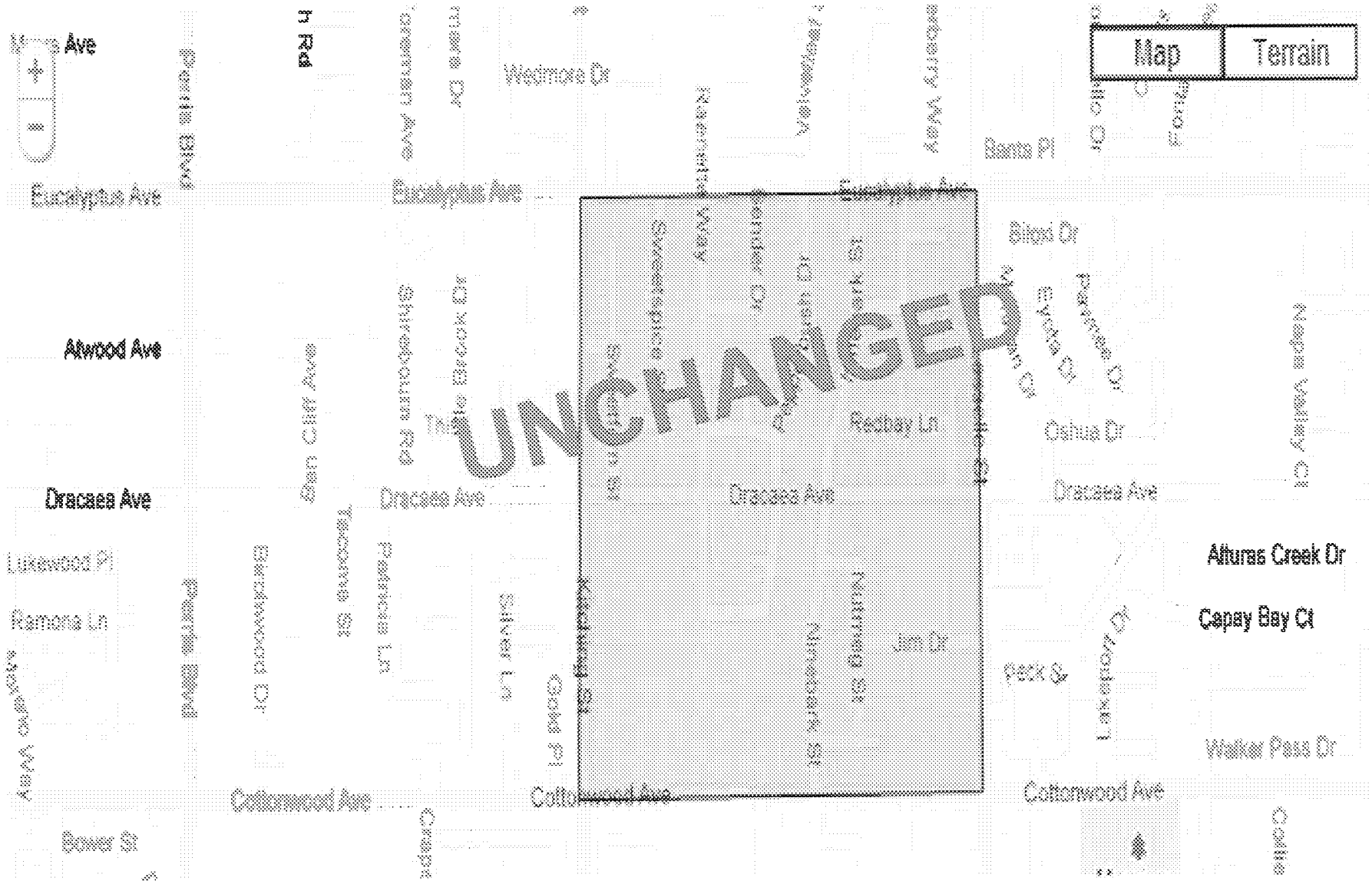

Item No. E.3

Target Area 3- SFR

Sunnymead Blvd., Lasselle St., Kitching St., Eucalyptus Ave.

ELIMINATED WITH AMENDMENT #2

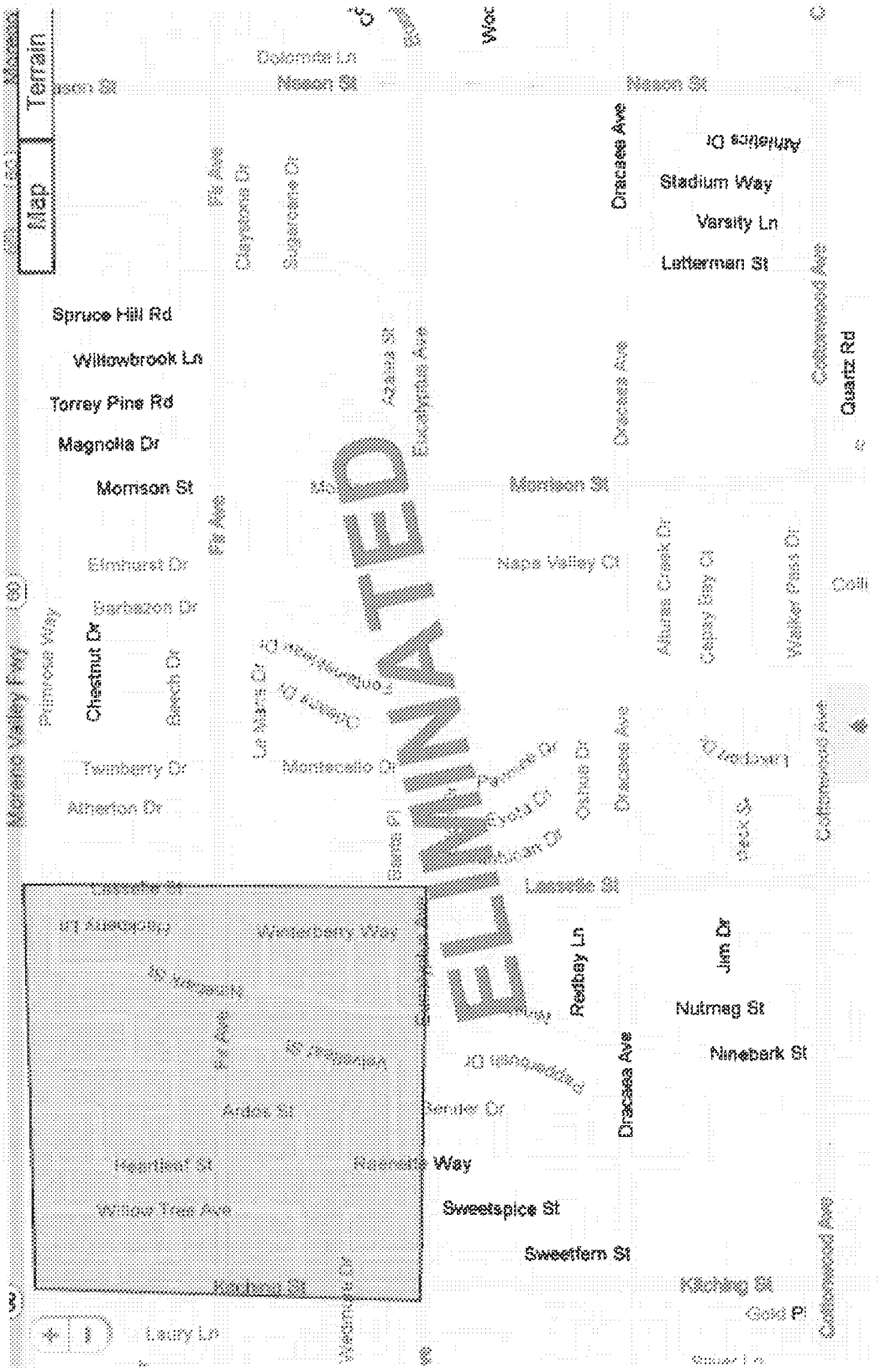

Target Area 4- SFR
Cottonwood Ave., Morrison St., Bay Ave., Lasselle St.

Item No. E.3

Target Area 5- MFR
Perris Blvd., Filaree Ave., Sheila Ave., Gentian Ave.

Target Area 6- AMENDED
Frederick St., Alessandro Blvd., Cottonwood Ave., Day St., Eucalyptus Ave.- - "EDGEMONT AREA"

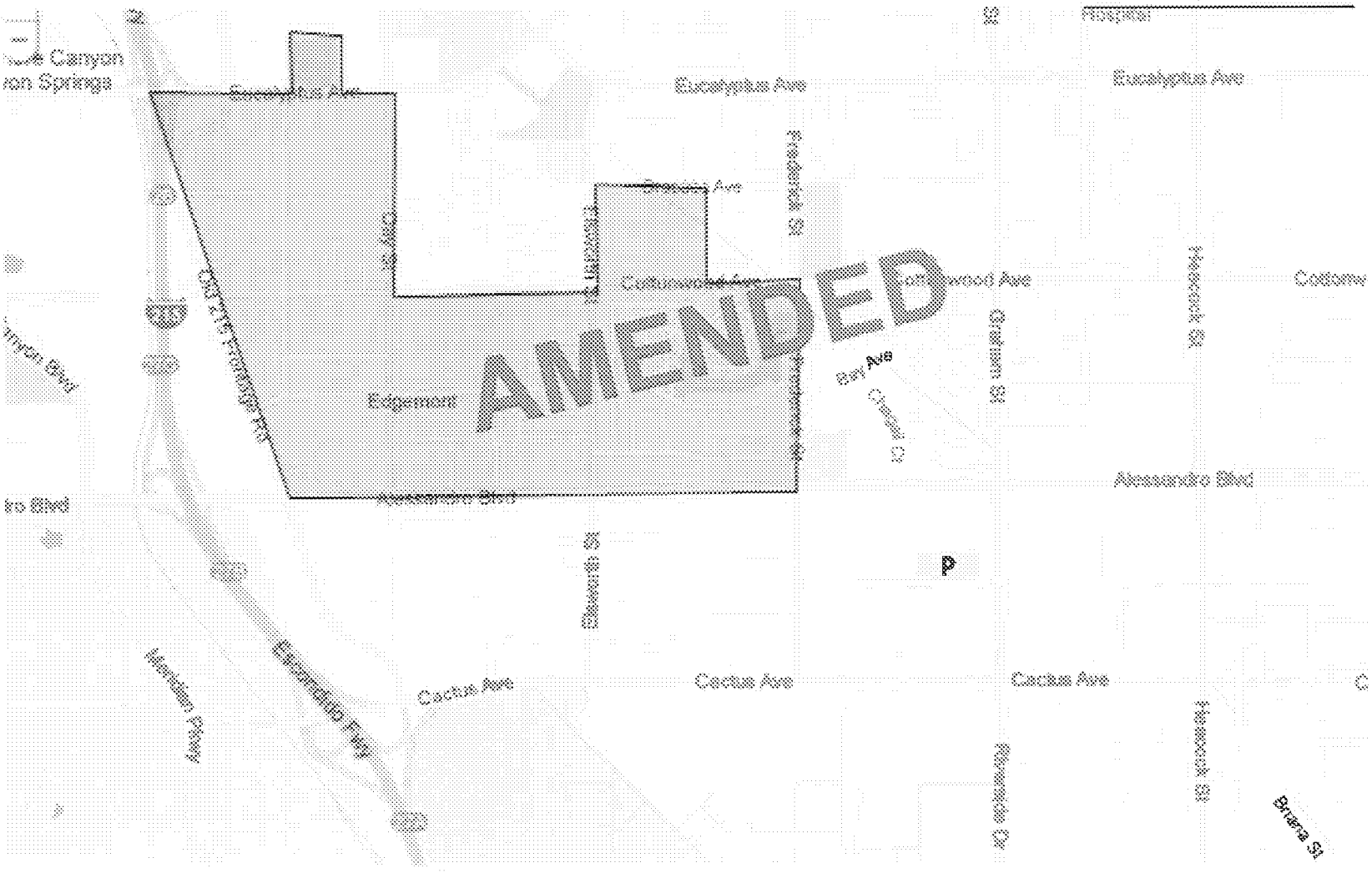

amended with Amendment #2

Item No. E.3

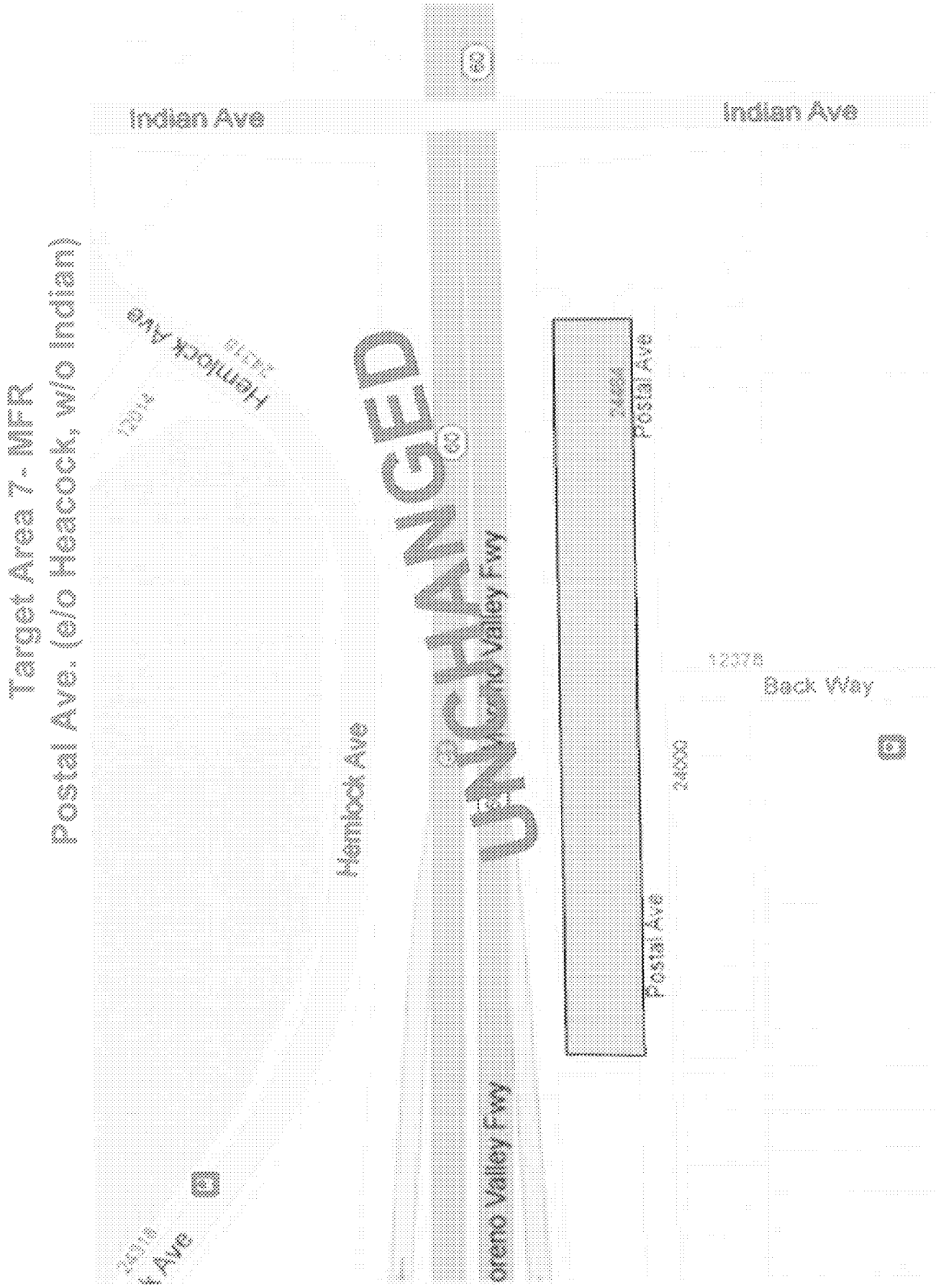
Target Area 7 - MFR
Postal Ave. (e/o Heacock, w/o Indian)
Indian Ave
Indian Ave
Heitlock Ave
Hamlock Ave
UNCHANGED
Moreno Valley Fwy
Moreno Valley Fwy
Postal Ave
Postal Ave
Back Way
2600

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RLH
CITY MANAGER	MJ

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: December 11, 2012

TITLE: PUBLIC HEARING TO ADOPT SUBSTANTIAL AMENDMENT #2 TO THE FY 2012-2013 CDBG ANNUAL ACTION PLAN, AMENDMENT #2 TO THE NEIGHBORHOOD STABILIZATION PROGRAM 1 (NSP1)

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a Public Hearing to allow public comment on the proposed Substantial Amendment #1 to the FY 2012-2013 Annual Action Plan, Substantial Amendment #2 to the Neighborhood Stabilization Program 1 (NSP1).
2. Review and adopt the proposed Substantial Amendment #1 to the FY 2012-2013 Annual Action Plan, Substantial Amendment #2 to the Neighborhood Stabilization Program 1 (NSP1).
3. Approve the Revenue and Expense Appropriations in the amount of $3,515,740 and authorize the Financial & Administrative Services Director to process the adjustments.
4. Authorize the City Manager to reallocate grant funds between HUD-approved NSP1 grant activities.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On July 20, 2008, the federal government approved legislation that provides Community Development Block Grant (CDBG) funding to local governments to address the foreclosure crisis experienced across the nation. Under the Federal Housing and Economic Recovery Act (HERA) of 2008, $3.92 billion was being made available to states, counties, and cities in order to stabilize neighborhoods with a high percent of foreclosures, homes in default, and homes financed by sub-prime or adjustable rate loans.

HERA provided the City of Moreno Valley with a CDBG allocation of $11,390,116 to establish a Neighborhood Stabilization Program (NSP). The program required adherence to specific rules and regulations provided in the HERA statute and stated in a Federal Notice issued by the U.S. Department of Housing and Urban Development (HUD) on September 29, 2008. To officially secure the allocation, in November 2008 the City completed the NSP application, along with conducting a Public Hearing, and adopting the Substantial Amendment to the FY 2008-2009 Action Plan creating the NSP1 Program.

HUD required the City's Neighborhood Stabilization Program to meet certain criteria:

(1) It must be an 18-month program aimed at assisting low- to moderate-income households (those earning up to 120% of the area's median income).
(2) It must target the areas of the City most affected by foreclosures, vacant, and abandoned homes.
(3) 25% percentage of the grant must be used to address the needs of households earning no more than 50% of the area's median income (AMI).
(4) Program administration costs may not exceed 10% of the NSP allocation.
(5) NSP funds may <u>only</u> be used for a specific set of activities outlined in the table below:

The Housing, Economic, and Recovery Act of 2008 - Eligible Uses\Activities	
(a)	Establishment of financing mechanisms for the purchase and redevelopment of foreclosed homes and residential properties, including down payment assistance programs such as soft-seconds, loan loss reserves, and shared-equity loans for low and moderate income homebuyers. (INCLUDED IN THE NSP1 PROGRAM)
(b)	Purchase and rehabilitation of homes and residential properties that have been abandoned or foreclosed upon, in order to sell, rent, or redevelop, such homes and properties. (INCLUDED IN THE NSP1 PROGRAM)
(c)	Establishment of land banks for homes that have been foreclosed upon. (NOT INCLUDED IN THE NSP1 PROGRAM)
(d)	Demolishment of blighted structures. (NOT INCLUDED IN THE NSP1 PROGRAM)
(e)	Redevelopment of demolished or vacant properties. (NOT INCLUDED IN THE NSP1 PROGRAM)

At the time of program design, the City defined its NSP1 Program to include only three of the five Eligible Activities. The three primary activities of the program were determined to be Single-Family Residential Acquisition, Rehabilitation and Resale (SFR-ARR), Multi-Family Residential Acquisition, Rehabilitation and Rental (MFR-ARR), and Homebuyer Assistance Program (HAP). Each activity is detailed below:

Activity 1 – Single-Family Residential Acquisition, Rehabilitation and Resale of Single Family Homes (SFR-ARR)

Acquire foreclosed single-family residences and then rehabilitate and resell them to income eligible households earning up to 120% AMI. The City partnered with five residential developers. The five Development Partners acquired 43 single family properties. To date, 38 single-family properties have been resold to income-eligible households; the resales of the properties have generated approximately $3.5 million of Program Income, which is to be reapplied to the program.

Activity 2 – Multi-Family Residential Acquisition, Rehabilitation, and Rental (MFR-ARR)
Partner with a Community Housing Development Organization (CHDO), non- profit or other residential developer to acquire foreclosed multi-family properties, to undertake rehabilitation, and to rent all of the units to income eligible households. In collaboration with Mary Erickson Community Housing, the City was able to acquire two multi-family apartment buildings totaling 27 units. The units are currently under rehabilitation and will provide rental opportunities for households earning up to 50% Area Median Income.

Activity 3 – Homebuyer Assistance Program (HAP)
Modified the existing Homebuyer Assistance Program to meet NSP requirements. The program provides for down-payment assistance of up to 20% of the purchase price via a deferred, silent-second, 20-year, zero interest mortgage loan. The program was later modified (July 2011) to offer the benefit of loan forgiveness upon loan maturation. Because Moreno Valley already had a first time homebuyer down payment assistance program in place, it was immediately implemented upon receipt of the grant. The down payment assistance program is administered through local mortgage lenders. Since the inception of the NSP Program, the City has provided 7 households with HAP assistance.

Administrative/Planning Costs
The remaining 10% of the grant has been utilized for administration and planning purposes.

DISCUSSION

The City has successfully obligated 100% of the total NSP1 grant and has expended approximate $9.7 million (84%) of the grant. The 100% expenditure deadline of March 2013 is approaching. It is important to note that during the past 12 months, the real estate market has experienced significant changes in inventory with much fewer foreclosed or bank-owned homes. As a result, the acquisition opportunities for NSP

have diminished greatly. Comparatively speaking, the opportunities are not comparable to those at the commencement of the program. Nevertheless, the City retains the responsibility to continue the stabilization efforts as set forth by the NSP Program by expending the $3,515,740 million in Program Income (revenue generated from the resale of NSP properties); this amount includes $3,115,740 million of Program Income already received and approximately $400,000 estimated to be received through the resale of five units currently in escrow. Should the actual amount of revenues received fall short of the estimated $400,000, staff will adjust the revenues account accordingly. All Program Income that is generated will be used to administer the current program and newly created program activities. As the Program Income is generated, it will increase the overall grant amount.

To assist with the NSP efforts, staff is proposing to amend the program by modifying some of the program's acquisition criteria and augment the scope of Eligible Uses/Activities for the second phase of NSP1 through the expending of the generated Program Income. With Substantial Amendment #2 (Attachment 1), the City of Moreno Valley will remove the current subsidy limit of $56,000 and the minimum rehabilitation requirement of $15,000. Initially, the City's approach to property acquisition was to exclusively acquire properties that required substantial rehabilitation, while meeting the minimum 1% discount requirement and staying within the established subsidy limit. Given the changes in the real estate market, especially the limited availability of inventory, and virtually non-existent discounts provided by the banks, this approach has not been as successful recently as it had been in the past. The City and its Development Partners have found it extremely challenging to identify properties that meet all of the City's requirements will complying with the discount requirements as imposed by HUD. As a result, the program must be modified to allow more flexibility as acquisition opportunities become available.

In addition to modifying acquisition criteria, staff is proposing the addition of Eligible Uses/Activities that were not originally included in the program initially. The expansion requires a Substantial Amendment to the NSP1 application that must be approved by HUD. Staff would like to expand the program to include the following HUD-approved Eligible Uses/Activities. These activities will be funded with the Program Income that has and will continue to be generated through the program:

<u>Activity 4- Demolition</u>
Acquire and demolish blighted, unsafe and uninhabitable structures. The vacant parcels will be held in the land back for redevelopment at a later date.

<u>Activity 5- Land Banking</u>
Establish land bank(s) to hold homes and vacant parcels that have been foreclosed upon. The land bank will also hold parcels that were rendered vacant due to demolition activities achieved through Activity 4 listed above. All properties held in the land bank will be redeveloped at a later date.

Activity 6- Redevelopment
Used to accomplish the eventual redevelopment of properties held in the land bank and/or rendered vacant as a result of demolition. This activity is similar to what the City's former RDA accomplished.

The City is currently processing a Substantial Amendment to the NSP3 Application redefining some of its NSP3 Target Areas by eliminating one of the most underperforming areas that has not been conducive to the program's productivity. In addition, it is expanding the target areas that have the highest propensity for continued success.

This newly expanded area has been strategically selected and will fall under a larger, more comprehensive development plan area defined later by the city in a HUD-approved Neighborhood Revitalization Strategy Area (NRSA). This target area will encompass one of the City's foremost area of greatest need, the Edgemont Area. The Edgemont area is located at the westerly entrance of the City of Moreno Valley. While the NSRA exists, the City is currently developing a strategy specifically for the Edgemont Area, hereinafter referred to as "The Edgemont Plan". The Edgemont Plan will be an initiative that is an aimed coordination of public and private efforts and resources with the primary of objective of creating private development opportunities while creating new housing opportunities and stabilizing the current housing market in the area. The plan will be devised to be an interdepartmental and interagency collaboration focused on the remediation of the dilapidated and substandard infrastructure that currently serves as an impediment to the development and economic growth of the area.

Some of the revitalization activities to be implemented through the Edgemont Plan as concerted efforts performed by of various departments within the City:

- Organized Neighborhood Clean-ups
- Blight removal through Code Compliance/ Building & Safety Enforcement
- Maximization of land use and development opportunities through rezoning
- Acquisition/rehabilitation of foreclosed single and multi- family residential units for land banking, rental, or resale opportunities

The City's NSP Programs will be one of the components of the Edgemont Revitalization plan used to: 1) remove blight, 2) stimulate neighborhood redevelopment, and 3) create affordable and decent housing opportunities. The City will establish and operate a land bank to acquire, demolish, manage, assemble, and redevelop residential vacant land and/or properties that have been foreclosed upon; the properties held in the land bank will be held future redevelopment to occur before the expiration of the 10-year holding period.

The expansion of Eligible Uses C-E (Demolition, Land Banking, and Redevelopment) in the NSP1 Program will allow the City to leverage NSP1 activities/funds along with NSP 3 funds to fully implement the long-term revitalization of the Edgemont Area, while meeting expenditure deadlines and performance measures as established by HUD for NSP.

ALTERNATIVES

1. **Alternative 1**. Adopt Substantial Amendment #2 to the FY 12/13 Annual Action Plan, Amendment #2 to the Neighborhood Stabilization Program 1 (NSP1); approve the Revenue and Expense Appropriations and authorize the Financial & Administrative Services Director to process the adjustments; and authorize the City Manager to reallocate grant funds between HUD-approved NSP3 grant activities. **Staff recommends this action because it complies with housing goals as established by the 2008 Housing, Economic, and Recovery (HERA) Act and allows greater flexibility with administration of the NSP1 Program.**

2. **Alternative 2:** Decline to adopt Substantial Amendment #2 to the FY 12/13 Annual Action Plan, Amendment #2 to the Neighborhood Stabilization Program 1 (NSP1); decline to approve the Revenue and Expense Appropriations and decline to authorize the Financial & Administrative Services Director to process the adjustments; and decline to authorize the City Manager to reallocate grant funds between HUD-approved NSP3 grant activities. **Staff does not recommend this action because it would result in a failure to meet the housing goals established by 2008 Housing, Economic, and Recovery (HERA) Act requirements for the NSP1 Program and inhibit the flexibility needed to effectively administer the program.**

FISCAL IMPACT

The NSP funds are a HUD grant and do not require matching funds. Therefore, **THERE IS NO IMPACT TO THE GENERAL FUND**. The Federal Housing and Economic Recovery Act does allow for the leveraging of NSP funds with existing HOME or CDBG monies. The funds proposing to be utilized to fund the stated activities were generated as Program Income through the administration of the NSP1 Program. HERA requires Program Income to be reapplied to the NSP program and treated as additional funding, subject to the same expenditure criteria. Below is a summary of the NSP Program Income allocations, per activity.

Proposed Appropriations:

Type	NSP Activity	G/L Account	Project Account	Amount
Revenue	Program Income	2507-20-32-72701-485010	New project account to be created	$3,515,740
Expense	Activity 1, Single-Family Residential Acq./Rehabilitation/Resale (SFR-ARR)	2507-20-32-72703-733201	New project account to be created	$1,535,231
Expense	Activity 2, Multi-Family Residential Acq./Rehabilitation/Rental (MFR-ARR)	2507-20-32-72703-733201	New project account to be created	$778,935
Expense	Activity 3, Homebuyer Assistance Program (HAP)	2507-20-32-72703-733201	New project account to be created	$150,000
Expense	Activity 4, Demolition	2507-20-32-72703-733201	New project account to be created	$100,000
Expense	Activity 5, Land banking	2507-20-32-72703-733201	New project account to be created	$500,000
Expense	Activity 6, Redevelopment	2507-20-32-72703-733201	New project account to be created	$100,000
Expense	Administration Cap (10%)	2507-20-32-72703-733201	New project account to be created	$351,574

The funds added to Activities 1-3 are in addition to the initial grant fund allocations that have already been obligated and/or expended. The allocations for Activities 4-6, are being funded through the use of Program Income. Program Income generated during the administration of the program is added to the original grant amount, thereby increasing the overall grant budget.

Pursuant to NSP guidelines, 25% of the Program Income generated as a result of NSP activities is to be allocated to continue providing housing opportunities to the LH-25 population (households at or below 50% Area Median Income). The City's current NSP Program, services this population by providing affordable rental opportunities in multi-family residential settings. The City will continue to focus its efforts to serve the LH-25 population with rental opportunities and utilize Program Income to accomplish this.

Since budgets for the newly created activities do not exist, they will have to be created. During the migration from the One World Financial System to the LOGOS System the G/L accounts for each of the NSP activities were consolidated into one account; account number 2507-20-32-72701-733201. Since each activity is treated separately and distinct by HUD, each will need its own sub-account for tracking and reporting purposes, similar to the previous setup in One World. The separation of the accounts has not been completed; however, since a Revenue and Expense Appropriations will be required to fund the accounts as identified above, staff is requesting the approval of the Revenue and Expense Appropriations by Council now for processing at a later date (upon completion of account setup for each activity).

CITY COUNCIL GOALS

1. REVENUE DIVERSIFICATION & PRESERVATION
NSP funds will enhance the City's ability to stabilize housing and preserve City neighborhoods.

2. PUBLIC SAFETY
NSP activity will directly or indirectly help to provide a secure environment for by reducing the number of vacant and abandoned properties in the community.

3. COMMUNITY IMAGE, NEIGHBORHOOD PRIDE & CLEANLINESS
The NSP program will help to preserve, rehabilitate and improve the City's existing neighborhoods. Improving the street will also increase the attractiveness of the City to existing /potential residents, and retailers.

SUMMARY

Through the Housing and Economic Recovery Act of 2008, HUD provided emergency CDBG grants to states, cities, and counties to address the foreclosure crisis. The City of Moreno Valley had been allocated $11,390,116 to implement an 18-month Neighborhood Stabilization Program (NSP) aimed at assisting low- to moderate-income households, while targeting the City's areas most affected by foreclosures. Since 2009, the City of Moreno Valley has been implementing NSP Program and has made substantial progress meeting obligation and expenditure deadlines. To date the City has obligated 100% of the initial grant funds and has expended approximately 84% of the total grant funds. With Development Partners, the City has acquired 43 single family residential units and resold 38 of them to income-eligible households. From the proceeds of the sales, approximately $3.5 million dollars of Program Income has been generated. Pursuant to NSP guidelines, Program Income must be reapplied to the implementation of the program. Since the commencement of the program, the Moreno Valley real estate market has experienced changes that have affected available scope of the eligible activities by amending the program design to include the following activities:

- **Demolition**
- **Land Banking**
- **Redevelopment**

The funding of the new activities will be from Program Income that has been generated through program implementation. The expansion of the program, will allow for continued successful program administration.

NOTIFICATION

Notice of this meeting was published in the Press-Enterprise newspaper on October 29, 2012. A copy of the draft NSP3 amendment was also available on the City website for public review and comment. The official 15 day public review period occurred from October 29 to November 12, 2012. Respondents were given the opportunity to provide comments via email, telephone, and fax.

ATTACHMENTS/EXHIBITS

ATTACHMENT A Substantial Amendment #2 to NSP1 Application

Prepared By:
Shanikqua Freeman
Housing Program Coordinator

Department Head Approval:
Barry Foster
Community & Economic Development Director

Concurred By:
Dante G. Hall
Business Support & Neighborhood
Programs Administrator

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00188185

AMENDMENT #2 TO THE NSP1 SUBSTANTIAL AMENDMENT

DECEMBER 11, 2012

Jurisdiction(s): City of Moreno Valley **Jurisdiction Web Address:** http://www.moval.org/resident_services/housing/index_housing.shtml **Mailing Address:** 14177 Frederick St. Moreno Valley, CA 92553	**NSP Contacts:** Dante G. Hall Redevelopment & Neighborhood Programs Administrator Shanikqua Freeman Housing Program Coordinator **Telephone:** (951) 413-3450 **Fax:** (951) 413-3459 **Email:** danteh@moval.org shanikquaf@moval.org
Grant Number: B-08-MN-06-0513	

I. Amendment to Approved Eligible Uses/Activities

Pursuant to the Housing, Economic, and Recovery Act of 2008, Eligible Uses/Activities of NSP funds are as follows:

The Housing, Economic, and Recovery Act of 2008 - Eligible Uses/Activities	
(a)	Financing Mechanisms - Establishment of financing mechanisms for the purchase and redevelopment of foreclosed homes and residential properties, including down payment assistance programs such as soft-seconds, loan loss reserves, and shared-equity loans for low and moderate income homebuyers.
(b)	Acquisition/Rehabilitation - Purchase and rehabilitation of homes and residential properties that have been abandoned or foreclosed upon, in order to sell, rent, or redevelop, such homes and properties.
(c)	Land banking - Establishment of land banks for homes that have been foreclosed upon.
(d)	Demolition - Demolishment of blighted structures.
(e)	Redevelopment - Redevelopment of demolished or vacant properties.

In the original NSP1 Substantial Amendment, the City of Moreno Valley indicated that the scope of its NSP Program activities would be limited to Eligible Uses A (Financing Mechanisms) and B (Acquisition/Rehabilitation), as defined above. Since the commencement of the NSP1 Program, the City has successfully committed 100% of its $11,390,116 grant allocation and has expenditure approximately $9.7 million (84%). To

date, the City is on schedule to expend the totality of the initial grant funds by the March 2013 expenditure deadline.

During the course of program administration, the City has generated approximately $3.1 million in Program Income and is anticipating an additional $400,000 in Program Income with the five single family properties currently in escrow. Pursuant to NSP guidelines, the Program Income will be reapplied into the program to continue neighborhood stabilization efforts. Given recent changes in the local Moreno Valley real estate market which has drastically affected inventory availability, staff is proposing to refine the program in the efforts to continue its success, while being able to respond to the changes and challenges present in the currently market.

Staff is proposing to modify some of the program's parameters and augment the scope of Eligible Uses/Activities for the second phase of NSP1 through the expending of the generated Program Income. With this amendment, the City of Moreno Valley is proposing to remove the current subsidy limit of $56,000 and the minimum rehabilitation requirement of $15,000. Initially, the City's approach to property acquisition was to exclusively acquire properties that required substantial rehabilitation, while meeting the minimum 1% discount requirement and staying within the established subsidy limit. Given the changes in the real estate market, especially the limited availability of inventory, and virtually non-existent discounts provided by the banks, this approach has not been as successful recently as it had been in the past. The City and its Development Partners have found it extremely challenging to identify properties that meet all of the City's requirements will complying with the discount requirements as imposed by HUD. As a result, the program will be modified to allow more flexibility as acquisition opportunities become available.

The City of Moreno Valley is also proposing the inclusion of Eligible Uses C through E (as defined above) into its NSP 1 Program. The City is currently redefining some of its NSP3 Target Areas by eliminating one of the most underperforming areas that has not been conducive to the program's productivity. In addition, it is expanding the target areas that have the highest propensity for continued success. This newly expanded area has been strategically selected and falls under a larger, more comprehensive development plan area defined by the city in a HUD-approved Neighborhood Revitalization Strategy Area (NRSA). This target area will encompass the City's foremost area of greatest need, known as the Edgemont Area. The Edgemont area is located at the westerly entrance of the City of Moreno Valley. Due to its locale, Edgemont is commonly referred to as a gateway into the city.

While the NSRA exists, the City is currently developing a strategy specifically for the Edgemont Area, hereinafter referred to as "The Edgemont Revitalization Plan". The Edgemont Revitalization Plan will be an initiative that is an aimed coordination of public and private efforts and resources with the primary of objective of creating private development opportunities while creating new housing opportunities and stabilizing the current housing market in the area. The plan will be devised to be an interdepartmental and interagency collaboration focused on the remediation of the dilapidated and substandard infrastructure

that currently serves as an impediment to the development and economic growth of the area.

Revitalization activities to be implemented through the Edgemont Revitalization Plan as concerted efforts performed by of various departments within the City:

- Organized Neighborhood Clean-ups
- Blight removal through Code/ Building & Safety Enforcement
- Maximization of land use and development opportunities through rezoning
- Acquisition/rehabilitation of foreclosed single and multi- family residential units for land banking, rental or resale opportunities

The City's NSP Programs (both NSP1 and NSP3) will be one of the components of the Edgemont Revitalization Plan used to: 1) remove blight, 2) stimulate neighborhood redevelopment, and 3) create affordable and decent housing opportunities for earning up to 120% Area Median Income. The City will establish and operate a land bank to acquire, demolish, manage, assemble, and redevelop residential vacant land and/or properties that have been foreclosed upon; the properties held in the land bank will be held future redevelopment to occur before the expiration of the 10-year holding period. **Please note: properties to be held in the land bank will not be exclusive to the Edgemont area. Eligible acquisitions in approved NSP Target Areas will also continued to be pursued and held in the City's land bank.**

The City will identify properties for the purposes of land banking based upon the following criteria, foreclosed and:

- Undeveloped/vacant parcels, and/or;
- Irregularly shaped, small, undevelopable parcels requiring assembly for development, and/or;
- Parcels with blighted and uninhabitable structures requiring demolish.

During the holding period the properties will be secured, maintained, and insured by city. The costs of the management of the properties will be absorbed by NSP grant funds until the expiration of the grant. Upon expiration, Program Income generated through the other NSP eligible activities, will be used to ensure the continued and effective management of the land banked inventory.

The inclusion of Eligible Uses C-E in the NSP1 Program will allow the City to leverage NSP1 activities/funds with NSP 3 activities/funds – as well as other available funding sources – to implement the long-term revitalization development plan for the Edgemont Area, while meeting expenditure deadlines and performance measures as established by HUD.

II. Eligible Uses/Activities Allocations

Pursuant to NSP guidelines, 25% of the Program Income generated as a result of NSP activities is to be allocated to continue providing housing opportunities to the LH25

population, which are households at or below 50% Area Median Income. The City's current NSP Program, services this population by providing affordable rental opportunities in multi-family residential settings. The City will continue to focus its efforts to serve LH25 with rental opportunities. The City would like to fund the existing Eligible Activities (SFR-ARR, MFR-ARR, and HAP) and newly added Eligible Activities (Demolition, Land banking, and Redevelopment).

Since the current condition of the Edgemont area is not conducive to development, the ability to acquire properties now via an established land bank using NSP funds- and other available resources- and redevelop the properties at a later date is imperative to the future vitality, growth, and stabilization of the area.

The chart below summarizes how the funds generated from Program Income that will be used for each activity:

NSP BUDGET	Program Income Allocations
NSP1 PROCEEDS FROM SALES *	**$3,515,740**
NSP3-Activity 1, Single-Family Residential Acq./Rehabilitation/Resale (SFR-ARR)	$1,535,231
NSP3-Activity 2, Multi-Family Residential Acq./Rehabilitation/Rental (MFR-ARR)**	$778,935
NSP3-Activity 3, Homebuyer Assistance Program (HAP)	$150,000
NSP3-Activity 4, Demolition	$100,000
NSP3-Activity 5, Land banking	$500,000
NSP3-Activity 6, Redevelopment	$100,000
NSP3 Administration Cap (10%)	$351,574
Total Proposed Allocations* **	**$3,515,740**

*Amount of Proceeds from Sales includes $400,000 of estimated revenue projected to be generated by the remaining 5 SFR units currently in escrow.
**Activity 2, MFR-ARR will, by default, receive no less than 25% of PI generated
***Allocations by activity are subject to change, if adjustments exceed 20% a Substantial Amendment will be processed

The funding allocations above represent Program Income increases to the initial activity budgets funded through by the original grant funds.

III. Public Comment

To meet the public noticing requirement, a copy of the draft substantial amendment will be posted on the City of Moreno Valley's website www.moval.org for 15 days from November 26, 2012 through December 10, 2012. A Public Notice was advertised in the Press-Enterprise newspaper on November 14, 2012. Public comments will be accepted until 4 p.m. on December 10, 2012. All comments may be submitted via email at NP@moval.org, phone at (951) 413-3450, or fax at (951) 413-3459.

IV. Summary to Public Comments Received

The summary of public comments will be included as an attachment.

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MV00188191

CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

a) Report by Mayor Richard A. Stewart on Joint Powers Commission (MJPC)

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MV00188193

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	<CityManager>

Report to City Council

TO: Mayor and City Council acting in its capacity as the Legislative Body for Community Facilities District No. 4-Improvement

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: December 11, 2012

TITLE: DISSOLUTION OF COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE OF THE CITY OF MORENO VALLEY

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Acting as the legislative body of Community Facilities District No. 4-Infrastructure of the City of Moreno Valley introduce Ordinance No. 856 ordering the dissolution of CFD No. 4-Infrastructure and the recordation of an amendment to the Notice of Special Tax Lien and repeal of Ordinance 821.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

On May 24, 2005, the City Council approved the Acquisition/Financing Agreement ("Agreement") among the City of Moreno Valley ("City"), acting on behalf of itself and Community Facilities No. 4-Infrastructure ("CFD No. 4-I" or "District") and Ridge Property Trust. The Agreement sets forth the legal obligations among all parties regarding their participation in the formation of CFD No. 4-I, land use entitlements, description of the improvements to be acquired by the City, general guidelines for the construction bidding process, method of payments and ownership/transfers of the public improvements to the City of Moreno Valley.

On September 13, 2005, the City Council adopted the following resolutions for CFD No. 4-I:

- Resolution No. 2005-89 to approve the Boundary map showing the boundaries of CFD No. 4-I;
- Resolution No. 2005-90 to declare the intention to form the District and authorization to levy a special tax to finance the acquisition and construction of certain public improvements; and
- Resolution No. 2005-91 to declare the necessity to incur a bonded indebtedness to be secured by special taxes to pay for the acquisition and construction of the defined public improvements;

On October 25, 2005, the City Council conducted the Public Hearing and took the following actions:

- Approved and adopted Resolution No. 2005-94 forming and establishing Community Facilities District No. 4-I of the City of Moreno Valley and authorizing submittal of the levy of special taxes;
- Approved and adopted Resolution No. 2005-95 determining the necessity to incur a bonded indebtedness for Community Facilities District No. 4-I of the City of Moreno Valley;
- Approved and adopted Resolution No. 2005-96 declaring the results of a special election in such community facilities district; and
- Introduced Ordinance No. 696 authorizing the levy of a special tax in such community facilities district.

On January 8, 2008, the City Council adopted the following documents related to the annexation of territory for CFD No. 4-I:

- Approved and adopted Resolution No. 2008-03 authorizing submittal of the levy of special taxes for Community Facilities District No. 4-I Annexation No. 1 of the City of Moreno Valley; and
- Approved and adopted Resolution No. 2008-04 declaring the results of a special election in such community facilities district; and
- Introduced Ordinance No. 765 authorizing the levy of a special tax in such annexed territory to the community facilities district.

On December 14, 2010, the City Council adopted Resolution 2010-106 authorizing the proposed modifications to the rate and method of apportionment.

On January 11, 2011, the City Council introduced Ordinance No. 821 authorizing the levy of a special tax in such community facilities district pursuant to the amended and restated rate and method of apportionment (RMA).

DISCUSSION

At the October 25, 2005, Public Hearing, the City Council conducted the special election and formed CFD No. 4-I to allow the property owner to finance public improvements through the issuance of CFD bonds. Ordinance No. 821 was later introduced authorizing the levy of a special tax in CFD No. 4-I, pursuant to the amended and restated RMA.

In a request submitted to the City on October 9, 2012, the duly authorized representatives of Ridge Property Trust, a Maryland real estate investment trust (the "Trust"), Ridge Moreno Valley, LLC, a Delaware limited liability company ("Ridge Moreno Valley"), Ridge MV Lot 3, and the IIT Inland Empire Logistics Center (collectively the "Owner"), the property owners within CFD No. 4-I, expressed the desire to initiate proceedings to dissolve CFD No. 4-I. The executed Request for and Consent to Dissolution was received by the City on October 11, 2012 and is included as an attachment to this staff report. As part of the request, the Owner has requested the dissolution of CFD No. 4-I along with the filing of an Amended Notice of Special Tax Lien to remove any special tax liens from the properties located within CFD No. 4-I. No Bonds have been issued for CFD No. 4-I and no special taxes have been levied by the City.

ALTERNATIVES

1. **Introduce** an ordinance ordering the dissolution of CFD No. 4-I, the repeal of Ordinance No. 821, and the recordation of an Amendment to the Notice of Special Tax Lien for CFD No. 4-I. *Dissolving CFD No. 4-I will eliminate the use of CFD financing for beneficial infrastructure for the property.*

2. **Do not Introduce** the proposed ordinance or repeal Ordinance No. 821. *This alternative may delay the development and occupancy of the property.*

FISCAL IMPACT

There is no General Fund impact by the City Council's introduction of the ordinance. Along with the request for dissolution, a deposit was received by the property owners to pay for costs associated with the dissolution process. The property owner shall continue to be responsible for cost related to the dissolution of CFD No. 4-I and the installation of any improvements as required through their conditions of approval.

CITY COUNCIL GOALS

Public Facilities and Capital Projects
The dissolution of the CFD No. 4-I will allow the property owner to fund the development of the necessary public improvements through alternative financing methods, once the special tax liens have been removed.

SUMMARY

In 2005, at the request of the property owners within CFD No. 4-I, the City Council adopted the necessary resolutions for the formation of the District. The City Council also adopted Ordinance 821 authorizing the levy of a special tax within CFD No. 4-I. In October 2012, the Owner of parcels located within CFD No. 4-I submitted an executed Request for and Consent to Dissolution to initiate proceedings to dissolve CFD No. 4-I.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1: Property Owner Request for and Consent to the Dissolution

Attachment 2: Map of the Boundaries of Community Facilities District No. 4-I

Attachment 3: CFD No. 4-I Report

Attachment 4: An ordinance of the City Council of the City of Moreno Valley California, dissolving Community Facilities District No. 4-Infrastructure of the City of Moreno Valley and ordering the recordation of an amendment to the notice of special tax lien related to such district and repealing Ordinance No. 821

Attachment 5: Amendment to the Notice of Special Tax Lien

Prepared by:
Marshall Eyerman,
Special Districts Program Manager

Department Head Approval:
Ahmad R. Ansari, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace Cassel,
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

CITY OF MORENO VALLEY
COMMUNITY FACILITIES DISTRICT NO. 4 - INFRASTRUCTURE

REQUEST FOR AND CONSENT TO DISSOLUTION OF COMMUNITY FACILITIES DISTRICT NO. 4 - INFRASTRUCTURE OF THE CITY OF MORENO VALLEY AND ACKNOWLEDGEMENT AND WAIVER RELATED THERETO

TO: CITY COUNCIL
CITY OF MORENO VALLEY, CALIFORNIA

The undersigned do hereby CERTIFY under penalty of perjury, that the following statements are all true and correct:

PROPERTY OWNER ACKNOWLEDGEMENT AND REQUEST

1. The undersigned are duly authorized representatives of Ridge Property Trust, a Maryland real estate investment trust (the "Trust"), Ridge Moreno Valley, LLC, a Delaware limited liability company ("Ridge Moreno Valley"), Ridge MV Lot 3, and the IIT Inland Empire Logistics Center (collectively the "Owner"), the owner of that certain real property identified in Attachment A attached hereto and incorporated herein by this reference ("Owner's Property"), and is legally authorized to make the representations and the request, give the acknowledgments and the consents and provide the waivers contained herein on behalf of the Owner.

2. Owner has been informed and is aware of and understands that:

(a) the City Council of the City of Moreno Valley (the "City"), acting pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code (the "Act") (all Section references herein shall be to the California Government Code unless specified otherwise), established Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley (the "Community Facilities District" or "CFD") on October 25, 2005, by the adoption of Resolution No. 2005-94 (the "Resolution of Formation") by the City Council of the City (the "City Council") for the purpose of financing certain authorized public facilities as described in the Resolution of Formation (the "Facilities") and authorized, subject to the approval of the qualified electors of the Community Facilities District, the levy of special taxes pursuant to the rate and method of apportionment thereof as set forth in the Resolution of Formation (the "Original Rate and Method");

(b) on such date, the City Council also adopted Resolution No. 2005-95 determining the necessity to incur a bonded indebtedness for the Community Facilities District in a principal amount not to exceed $16,000,000 to be secured by the levy of such special taxes (the "Bond Authorization") and submitted to the qualified electors of the Community Facilities District separate ballot propositions to authorize the levy of special taxes within the Community Facilities District pursuant to the Original Rate and Method

and to authorize the Community Facilities District to incur a bonded indebtedness not to exceed the Bond Authorization;

(c) on such date, the qualified electors of the Community Facilities District voted to approve (a) the levy of the special taxes pursuant to the Original Rate and Method and (b) the bonded indebtedness of the Community Facilities District not to exceed the Bond Authorization;

(d) Ridge Moreno Valley, LLC ("Ridge Moreno Valley") was the owner of all of the property within the Community Facilities District at the time of formation thereof;

(e) on November 8, 2005, the City Clerk, acting pursuant to the Act, caused the recordation of a Notice of Special Tax Lien in the official records of the County of Riverside (the "County") as Document No. 2005-0925946 (the "Original Notice of Special Tax Lien") giving notice of the imposition, by the recordation of such notice, of a lien on the taxable property within the Community Facilities District to secure the payment of the special taxes authorized to be levied pursuant to the Original Rate and Method;

(f) in conjunction with the proceedings to form the Community Facilities District, the City, acting for and on behalf of itself and the Community Facilities District, and the Trust entered into an Acquisition/Financing Agreement executed on May 26, 2005, which agreement was subsequently amended by the parties thereto on three occasions (as amended, the "Agreement" or "AFA"), to establish the terms and conditions pursuant to which the Trust would construct or cause the construction of the Facilities (the Facilities are defined in the Agreement as the "Improvements") and would, upon the formation of the Community Facilities District, the subsequent sale of bonds by the Community Facilities District and the completion of the construction of such Facilities, be entitled pursuant to the provisions of the Agreement to be paid for the Facilities at the prices determined by the City pursuant to the Agreement;

(g) Pursuant to the terms and conditions of the AFA, upon the formation of CFD No. 4 - Infrastructure and the subsequent sale of the Special Tax Bonds the proceeds of which are authorized to be utilized to acquire the Improvements identified in Exhibit A of the AFA and the Owner shall be entitled pursuant to the provisions of the AFA to be paid the Purchase Price (as defined in the AFA) for such Improvements.

(h) Pursuant to the terms and conditions of the AFA, the Owner agrees to transfer to the City each of the Improvements (as defined in the AFA) and CFD No. 4 – Infrastructure agrees to pay the Purchase Price (as defined in the AFA) for such Improvements. The AFA further provides that the Purchase Price of such Improvements is to be paid solely from the proceeds of the Special Tax Bonds sold and issued by CFD No. 4 - Infrastructure and shall not be obligated to pay to Owner the Purchase Price for any such Improvements except from the proceeds of such the Special Tax Bonds.

(i) on November 27, 2007, the City Council, acting as the legislative body of the Community Facilities District, initiated proceedings at the request of Ridge Moreno Valley, as the owner of certain territory located outside the Community Facilities District ("Annexation Area No. 1"), to annex such territory to the Community Facilities District;

(j) on January 8, 2008, the City Council adopted Resolution No. 2008-03 making certain determinations pertaining to the proposed annexation and submitted to qualified electors of Annexation Area No. 1 a ballot proposition to authorize the levy of special taxes within Annexation Area No. 1 pursuant to a separate rate and method of apportionment applicable to Annexation Area No. 1 (the "Annexation Area No. 1 Rate and Method");

(k) on January 8, 2008, the qualified electors of Annexation Area No. 1 voted to approve the levy of special taxes within Annexation No. 1 pursuant to the Annexation Area No. 1 Rate and Method and following such vote, the City Council adopted Resolution No. 2008-04 declaring the annexation of the Annexation Territory to the Community Facilities District;

(l) on January 17, 2008, the City Clerk, acting pursuant to the Act, caused the recordation of an Amendment to Notice of Special Tax Lien in the official records of the County as Document No. 2008-0027496 (the "Amendment to Notice of Special Tax Lien") giving notice of the imposition of a lien on the taxable property within Annexation Area No. 1 to secure the payment of the special taxes authorized to be levied pursuant to the Annexation Area No. 1 Rate and Method;

(m) on November 9, 2010, the City Council, acting as the legislative body of the Community Facilities District, initiated proceedings at the request of the owners of the property within the Community Facilities District to modify the Original Rate and Method and the Annexation Area No. 1 Rate and Method to authorize the levy of special taxes throughout the Community Facilities District pursuant to an amended and restated rate and method of apportionment of such special taxes (the "Amended and Restated Rate and Method");

(n) on December 14, 2010, the qualified electors of the Community Facilities District voted to approve the levy of special taxes throughout the Community Facilities District (the "Special Taxes") pursuant to the Amended and Restated Rate and Method;

(o) on December 15, 2010, the City Clerk, acting pursuant to the Act, caused the recordation of a Second Amendment to Notice of Special Tax Lien in the official records of the County as Document No. 2010-0602591 (the "Second Amendment to Notice of Special Tax Lien" and together with the Original Notice of Special Tax Lien and the Amendment to Notice of Special Tax Lien, the "Notice of Special Tax Lien") giving notice that the Original Notice of Special Tax Lien and the Amendment to Notice of Special Tax Lien were amended by the recordation of such Second Amendment to Notice of Special Tax Lien by modifying the rate and method of apportionment of the Special Taxes as set forth in the Original Notice of Special Tax Lien and the Amendment to Notice of Special Tax Lien to incorporate the Amended and Restated Rate and Method;

(p) on March 8, 2011, the City Council, acting as the legislative body of the Community Facilities District, adopted Resolution No. 2011-21 (the "Resolution of Issuance") authorizing the issuance of not to exceed $10,000,000 Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "2011 Bonds") to finance the acquisition of the Facilities;

(q) the 2011 Bonds were to be secured by and payable from the Special Taxes; and

(r) the 2011 Bonds have not been issued;

3. Owner, on behalf of itself and its members, successors and/or assigns, hereby irrevocably requests that the City dissolve CFD No. 4 – Infrastructure and any liens established by the recordation of the Notice of Special Tax Lien (the "Dissolution Request").

4. In making the Dissolution Request, the Owner, on behalf of itself and its members, successor and/or assigns:

(a) voluntarily and knowingly waives any and all Owner's rights and benefits to which Owner may be contractually entitled pursuant to the AFA including, but not limited to, payment by the City and/or CFD No. 4 - Infrastructure, of the Purchase Price for the Improvements, or any portion thereof, from the proceeds of the Special Tax Bonds or the Special Taxes or any other source of funds of the City and/or CFD No. 4 – Infrastructure ("Owner's AFA Waiver");

(b) voluntarily and knowingly waives all obligations, if any, of the City and/or CFD No. 4 - Infrastructure to issue the Special Tax Bonds or to levy the Special Taxes within CFD No. 4 - Infrastructure;

(c) voluntarily and knowingly waives any protest, complaint or legal action of any nature whatsoever against the City and/or CFD No. 4 - Infrastructure pertaining to the dissolution of CFD No. 4 - Infrastructure and any liens established by the recordation of the Notice of Special Tax Lien, the failure to issue the Special Tax Bonds or to levy the Special Taxes, or any combination thereof; and

(d) acknowledges and understands that the making of this Dissolution Request and the provision of Owner's AFA Waiver and the subsequent dissolution of CFD No. 4 - Infrastructure and the dissolution of any liens established by the recordation of the Notice of Special Tax Lien, does not in any way whatsoever absolve, terminate, extinguish, reduce or otherwise modify the obligation of the Owner or any successor or assign of the Owner as the owner of the Owner's Property to construct the public improvements required by the City, the County or any other public agency as a condition of approval of the development of the Owner's Property.

5. Owner has had a reasonable opportunity to consult with and to be advised by Owner's legal counsel regarding the matters contained in this document and the attachments hereto.

This REQUEST FOR AND CONSENT TO DISSOLUTION OF COMMUNITY FACILITIES DISTRICT NO. 4 - INFRASTRUCUTRE AND ACKNOWLEDGEMENT AND

WAIVER was executed this 9th day of October, 2012, in Long Beach, California.

Ridge Property Trust, a Maryland real estate investment trust

By: _____

Name: Dennis S. Rice

Its: President

Ridge Moreno Valley, LLC, a Delaware limited liability company

By: _____

Name: Dennis S. Rice

Its: President

IIT Inland Empire Logistics Center LP, a Delaware limited partnership

By: IIT Inland Empire Logistics Center GP LLC, a Delaware limited liability company, its general partner

By: IIT Inland Empire Logistics Center Trust, a Maryland trust, its sole member

By: _____

Name: Scott Rechler

Its: Sr. Vice President Management

Ridge MV Lot 3, LLC

By: Ridge Property Trust, a Maryland real estate investment trust, its managing member

By: _____

Name: Dennis S. Rice

Its: President

ATTACHMENT A

DESCRIPTION OF OWNER'S PROPERTY

Owner's Property is that real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

Assessor's Parcel Number	Parcel Owner
297-170-027	Ridge Moreno Valley
297-170-064	Ridge Moreno Valley
297-170-065	Ridge Moreno Valley
297-170-067	IIT Inland Empire Logistics Center
297-170-068	IIT Inland Empire Logistics Center
297-170-069	IIT Inland Empire Logistics Center
297-170-072	IIT Inland Empire Logistics Center
297-170-075	Ridge Moreno Valley
297-170-076	Ridge Moreno Valley
297-170-078	Ridge Moreno Valley
297-170-082	Ridge MV Lot 3

ATTACHMENT 2

PROPOSED BOUNDARY OF

COMMUNITY FACILITIES DISTRICT No. 4 OF THE CITY OF MORENO VALLEY

(CENTERPOINTE BUSINESS PARK – INFRASTRUCTURE)

COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

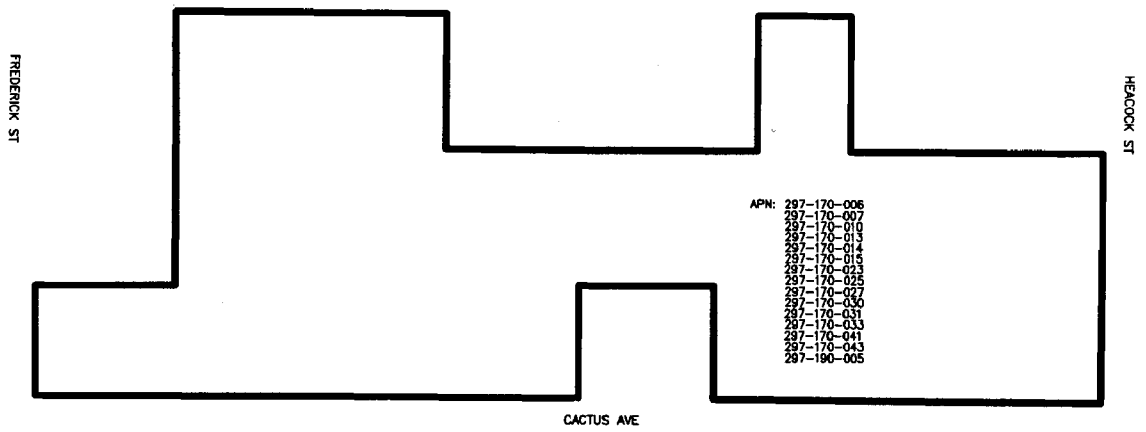

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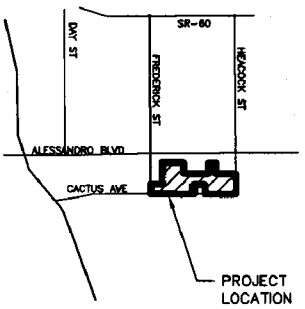

VICINITY MAP
NO SCALE

LEGEND

DISTRICT BOUNDARY

REFERENCE THE RIVERSIDE COUNTY ASSESSOR'S MAPS
FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____DAY OF _____2005.

_____
CITY CLERK OF THE CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF THE CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 4 (CENTERPOINTE BUSINESS PARK – INFRASTRUCTURE) CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY: AT A REGULARLY SCHEDULED MEETING, THEREOF, HELD ON THE _____ DAY OF _____, 2005. BY ITS RESOLUTION No. _____.

_____
CITY CLERK OF THE CITY OF MORENO VALLEY

FILED THIS _____ DAY OF _____, 2005. AT THE HOUR OF _____ O'CLOCK__.M. IN BOOK____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE NOS.____THROUGH_____ AS INSTRUMENT NO._____, IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

_____
COUNTY RECORDER OF THE COUNTY OF RIVERSIDE

FEE $_____

REFERENCE THE RIVERSIDE COUNTY ASSESSOR'S MAPS
FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS

HARRIS & ASSOCIATES
34 Executive Park, Suite 150
Irvine, CA 92614
(949) FAX (949) 655-3995

PROPOSED BOUNDARY MAP

Community Facilities District No. 4
of the City of Moreno Valley
(CENTERPOINTE BUSINESS PARK - INFRASTRUCTURE)

COUNTY OF RIVERSIDE, CALIFORNIA

Sheet

Item No. G.2

MV00188204

ANNEXATION MAP NO. 1 TO COMMUNITY FACILITIES DISTRICT No. 4–INFRASTRUCTURE OF THE CITY OF MORENO VALLEY

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

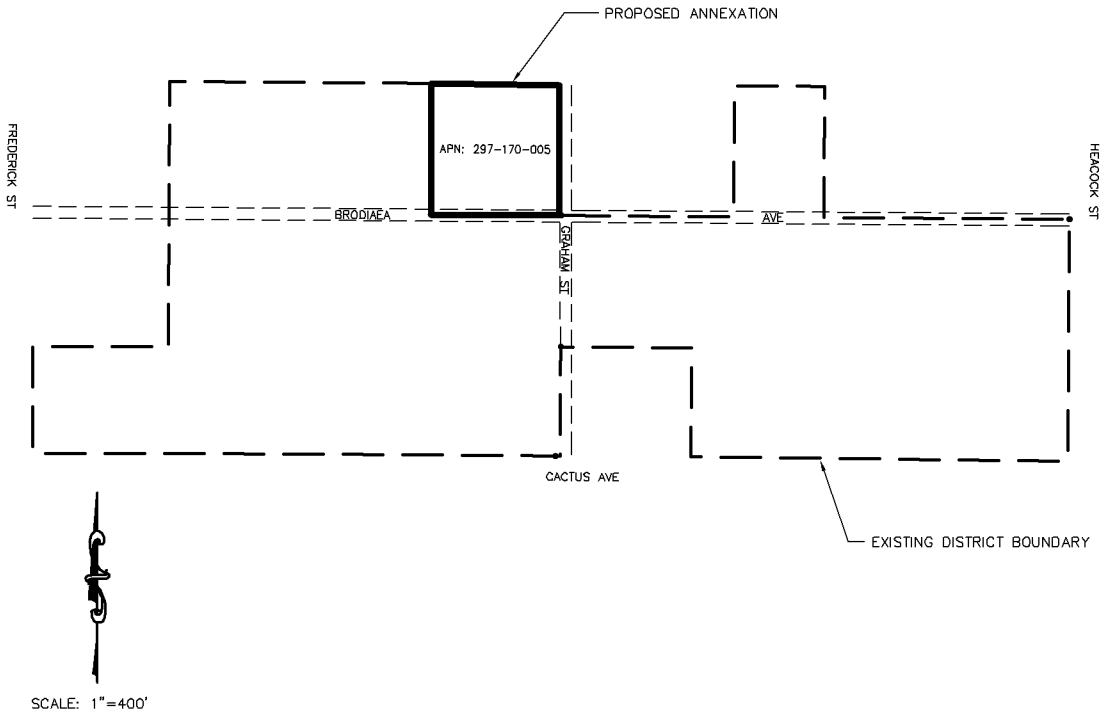

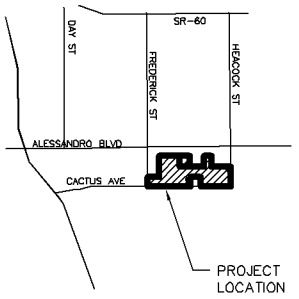

VICINITY MAP
NO SCALE

LEGEND

ANNEXATION BOUNDARY

EXISTING DISTRICT BOUNDARY

REFERENCE THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____DAY OF _____2007.

_____
CITY CLERK OF THE CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED ANNEXATION BOUNDARIES TO COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY: AT A REGULARLY SCHEDULED MEETING, THEREOF, HELD ON THE _____ DAY OF _____, 2007. BY ITS RESOLUTION No. _____.

_____
CITY CLERK OF THE CITY OF MORENO VALLEY

FILED THIS _____ DAY OF _____, 2007. AT THE HOUR OF _____ O'CLOCK__.M. IN BOOK____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE NOS.____THROUGH_____ AS INSTRUMENT NO._____, IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

_____
COUNTY RECORDER OF THE COUNTY OF RIVERSIDE

FEE $_____

PROPOSED BOUNDARY MAP

Annexation Map No. 1 to
Community Facilities District No. 4–Infrastructure
of the City of Moreno Valley
County of Riverside, California

Sheet 1 OF 1

HARRIS & ASSOCIATES
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Irvine, CA 92614
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Harris & Associates

SHAPING THE FUTURE ONE PROJECT AT A TIME

Updated Community Facilities District Report

for the

Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley

October 7, 2010

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Exhibit A – Boundary Map

Exhibit B – Rate and Method of Apportionment

Exhibit C – Property Owner List

I. Introduction

WHEREAS, the City Council of the City of Moreno Valley (hereinafter referred to as the "City Council"), pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (hereinafter referred to as the "Act") did establish its intention to form a community facilities district, consisting of the territory described in Exhibit A, and did expressly order the filing of a written "Report" with the City Council acting as the legislative body for the proposed community facilities district. This community facilities district shall hereinafter be referred to as Community Facilities District No. 4-Infrastructure of the City of Moreno Valley (CFD No. 4-I); and

WHEREAS the City Council did establish CFD No. 4-I of the City of Moreno Valley (the "Original District") on October 25, 2005, by the adoption of Resolution No. 2005-94 (the "Resolution of Formation") by the City Council to include such property for the purpose of financing certain authorized public facilities as described in the Resolution of Formation (the "Facilities"); and

WHEREAS, at such election, the qualified electors of the Original District voted to approve the levy of such special taxes and on November 8, 2005, the City Council adopted Ordinance No. 696 (the "Ordinance") authorizing the levy of special taxes on taxable properties located in the Original District pursuant to the rate and method of apportionment thereof ("Original District Rate and Method) ; and

WHEREAS, in 2007 the City Council, at the request of Ridge Moreno Valley, LLC, the owner of certain territory located within the City and adjacent to the Original District, initiated proceedings to annex such territory to the Original District ("Annexation Area No. 1") and to authorize the levy of special taxes within Annexation Area No. 1 pursuant to the rate and method of apportionment thereof (the "Annexation Area No. 1 Rate and Method"); and

WHEREAS, on January 22, 2008, the City Council adopted Ordinance No. 765 ("Annexation Area No. 1 Ordinance") authorizing the levy of special taxes on taxable properties located in Annexation Area No. 1 pursuant to the Annexation Area No. 1 Rate and Method; and

WHEREAS, the current owners of the territory within CFD No. 4-I have requested that the City Council, acting as the legislative body of CFD No. 4-I, initiate proceedings to consider modifications to the Original District Rate and Method and the Annexation Area No. 1 Rate and Method; and

WHEREAS, on November 9, 2010, the Resolution of Intention, Resolution No. 2010-__, of the City of Moreno Valley to consider modifications to the Original District Rate and Method and the Annexation Area No. 1 Rate and Method with respect to CFD No. 4-I by approving an "Amended and Restated Rate and Method of Apportionment;" and

WHEREAS, this Updated Community Facilities District Report is intended to update the original report dated October 17, 2005 and approved by the City Council by the adoption of the Resolution of Formation.

NOW, THEREFORE, I, Joan E. Cox, PE, authorized representative of Harris & Associates, pursuant to the provisions of the Act, do hereby submit the following updated report.

II. Project Description

Pursuant to land use entitlements approved by the City of Moreno Valley (the "City"), Ridge Moreno Valley, LLC and Ridge Moreno Valley II, LLC (collectively the "Developer") are in the process of constructing a business park. The City has formed CFD No. 4-I for the purpose of financing certain infrastructure and public facilities.

CFD No. 4-I encompasses approximately 6,388,510 square feet of land and has been formed to finance the acquisition and/or construction of various public street, traffic signal, utilities, drainage, median landscaping and appurtenant structures and facilities as described in Section III.

III. Description of Facilities

Facilities

A community facilities district may provide for the purchase, construction, expansion or rehabilitation of any real or other tangible property with an estimated useful life of five (5) years or longer which is necessary to meet increased demands placed upon local agencies as a result of development occurring within a community facilities district.

The Facilities described in this updated Report are all facilities which the City is authorized to own, construct, or finance, and which are required to adequately meet the needs of CFD No. 4-I.

The Facilities for CFD No. 4-I include all or a portion of design, construction, indirect costs and administration relating to the following public improvements associated with the development.

1. Street improvements
2. Street lighting
3. Traffic Signals
4. Drainage improvements
5. Median landscaping
6. Electric Utility Improvements
7. Appurtenant Structures and Facilities

The construction of all Facilities has been completed.

IV. Cost Estimate

The cost estimate for the Facilities described in Section III is set forth below. The actual cost of the Facilities to be financed will ultimately be determined in accordance with the Acquisition/Financing Agreement between the City and Developer.

Community Facilities District No. 4-I Budget

	Estimated Actual Costs
Hard Costs:	
Cactus Avenue	$2,763,665
Frederick St. to Graham St.	
Graham St. to Heacock St.	
Brodiaea Avenue	$2,838,358
Frederick St. to Graham St.	
Graham St. to Heacock St.	
Graham Street	$383,644
Joy Street	$597,549
Gilbert Street	$561,937
Rebecca Street	$351,211
Box Culvert (Heacock/Brodiaea)	$817,674
Subtotal Hard Costs:	**$8,314,038**
Soft Costs:	
Civil Engineering	
Street Improvements	$483,000
Traffic Signals	$38,410
Construction Staking	$167,354
Landscape Architect	$6,112
Fullmer Management Services	$433,356
Plan Check/Permits	$1,248,491
Project Management	$261,071
Soil Testing	$41,049
Subtotal Soft Costs:	**$2,678,843**
Subtotal Hard and Soft Costs:	**$10,992,881**
Dry Utilities Costs	
Dry Utilities Hard Costs	$2,524,065
Dry Utilities Soft Costs	$36,654
Subtotal Dry Utility Costs:	**$2,560,719**
Less reduction to bring to 5% of Hard and Soft Cost Subtotal	($2,011,075)
Subtotal Dry Utilities Costs Reimbursable through Bond Funds:	**$549,644**
Total Reimbursable Project Costs:	**$11,542,525**

It should be noted that the Facilities cost estimates include all indirect costs such as project management, design engineering, right-of-way engineering, soils engineering and testing, plan checking, permits, fees, advertisement and award costs and inspections. Actual costs may differ from the amounts shown, which are estimates only and are not intended to be maximum limits in what may be expended.

V. Bonded Indebtedness and Incidental Expenses

A. Projected Bond Sales

The maximum authorized bonded indebtedness for CFD No. 4-I is $16,000,000.

B. Incidental Bond Issuance Expenses to be included in the Proposed Bonded Indebtedness

Pursuant to Section 53345.3 of the Act, bonded indebtedness may include all costs and estimated costs incidental to, or connected with, the accomplishment of the purpose for which the proposed debt is to be incurred, including, but not limited to, the costs of legal, fiscal, and financial consultant fees; bond and other reserve funds; discount fees; interest on any bonds of the district due and payable prior to the expiration of one year from the date of completion of the facilities, not to exceed two years; election costs; and all cost of issuance of the bonds, including, but not limited to, fees for bond counsel, costs of obtaining credit ratings, bond insurance premiums, fees for letters of credit, reimbursement for developer advances for CFD No. 4-I formation and modification proceedings, and other credit enhancement costs, and printing costs. For the bonds proposed to be issued by CFD No. 4-I, capitalized interest is estimated for up to 18 months, the reserve fund is equal to the highest debt service payment in any year, and all other incidental bond issuance expenses at approximately 10.0 percent of the face amount of the bonds.

C. Incidental Expenses to be Included in the Annual Levy of Special Taxes

Pursuant to Section 53340 of the Act, the proceeds of any special tax may only be used to pay, in whole or part, the cost of providing public facilities, services and incidental expenses. As defined by the Act, incidental expenses include, but are not limited to, the cost of planning and designing public facilities to be financed, including the cost of environmental evaluations of those facilities; the costs associated with the creation of the district, issuance of bonds, determination of the amount of taxes, collection of taxes, payment of taxes, or costs otherwise incurred in order to carry out the authorized purposes of the district; any other expenses incidental to the construction, completion, and inspection of the authorized work; and the retirement of existing bonded indebtedness. While the actual cost of administering CFD No. 4-I may vary, it is anticipated that the amount of special taxes which can be collected will be sufficient to fund at least $30,000 in annual administrative expenses.

VI. Amended and Restated Rate and Method of Apportionment of the Special Tax

All of the property located within CFD No. 4-I, unless exempted by law or by the Amended and Restated Rate and Method of Apportionment, shall be taxed for the purpose of providing the Facilities to serve CFD No. 4-I. Pursuant to Section 53325.3 of the Act, the tax imposed "is a Special Tax and not a special assessment, and there is no requirement that the tax be apportioned on the basis of benefit to any property." The Special Tax "may be based on benefit received by parcels of real property, the cost of making facilities or authorized services available to each parcel or other reasonable basis as determined by the legislative body," although the Special Tax may not be apportioned on an ad valorem basis pursuant to Article XIIIA of the California Constitution.

As shown in Exhibit B, the Amended and Restated Rate and Method of Apportionment shown in the Resolution of Intention provides information sufficient to allow each property owner within CFD No. 4-I to estimate the maximum annual Special Tax he or she will be required to pay. Sections A through D, below, provide additional information on the Amended and Restated Rate and Method of Apportionment of the Special Tax for CFD No. 4-I, as is proposed to be adopted in the resolution making determinations and authorizing the submittal of a measure to authorize the levy of special taxes pursuant to the Amended and Restated Rate and Method of Apportionment to the qualified electors of CFD No. 4-I. Please note that all capitalized terms used herein, unless otherwise indicated, shall have the meanings defined in the Amended and Restated Rate and Method of Apportionment.

A. Explanation for Special Tax Apportionment

When a community facilities district (a "CFD") is formed, a special tax may be levied on each parcel of taxable property within the CFD to pay for the construction, acquisition and rehabilitation of public facilities, to pay for authorized services or to repay bonded indebtedness or other related expenses incurred by the CFD. This special tax must be apportioned in a reasonable manner; however, the tax may not be apportioned on an ad valorem basis.

When more than one type of land use is present within a CFD, several criteria may be considered when apportioning the special tax. Generally, criteria based on building square footage, acreage, and land use are selected, and categories based on such criteria are established to differentiate between parcels of property. These categories are a direct result of the projected product mix, and are reflective of the proposed land use types within that CFD. Specific special tax levels are assigned to each land use class, with all parcels within a land use class assigned the same special tax rate.

The Facilities to be funded by CFD No. 4-I are generally offsite public infrastructure improvements. These improvements include streets, street lights, median landscaping, drainage improvements, electric utilities and appurtenant facilities required for the orderly development of the commercial property within CFD No. 4-I. Each property will benefit from the improvements in several ways: 1) traffic circulation, 2) site access, 3) access to public utilities, and 4) control of localized storm waters. The special tax can be apportioned using several different factors related to each property, including density, land area, traffic generation, and building square footage.

Based on the types of public facilities that are proposed for CFD No. 4-I and the factors described above, the Special Taxes assigned are generally proportionate to commercial acreage and the relative benefits received by that acreage in support of the business park. Accordingly, the Special Taxes in CFD No. 4-I can be considered fair and reasonable.

B. Maximum Special Tax Rates

The Maximum Annual Special Tax for Taxable Property has been established by the Amended and Restated Rate and Method of Apportionment at $0.1924 per square foot of land area and this Maximum Annual Tax Rate will increase by two percent (2%) each year, commencing on July 1, 2011. The Maximum Special Taxes for Taxable Property cannot exceed this established rate.

Each year, the City Council shall levy the Special Tax, subject to the methodology and Maximum Special Taxes set forth in the Amended and Restated Rate and Method of Apportionment, in an amount sufficient to meet the Special Tax Requirement.

C. Accuracy of Information

In order to establish the Maximum Annual Special Tax rate for Taxable Property, as set forth in the Amended and Restated Rate and Method of Apportionment for CFD No. 4-I, the Special Tax Consultant has relied on information including, but not limited to, land use types and net taxable acreage which were provided to the Special Tax Consultant by others. The Special Tax Consultant did not independently verify such data and disclaims responsibility for the impact of inaccurate data provided by others, if any, on the Rate and Method of Apportionment for CFD No. 4-I, including the inability to meet the financial obligations of CFD No. 4-I.

VII. Boundaries of CFD No. 4-I

The boundaries of CFD No. 4-I include all land on which special taxes may be levied. A copy of the Boundary Map for CFD No. 4-I and Annexation Map No. 1 to CFD No. 4-I are included as Exhibit A.

VIII. Certification

Based on the information provided herein, it is my opinion that the Facilities described herein are necessary to meet increased demands placed upon the City of Moreno Valley as a result of development occurring within the boundaries of CFD No. 4-I and benefit the lands within said CFD No. 4-I. Further, it is my opinion that the special tax rates and method of apportionment, as set forth herein, are fair and equitable, uniformly applied and not discriminatory nor arbitrary.

Dated: October 7, 2010

Harris & Associates
Joan E. Cox, PE
Vice President

Boundary Map

PROPOSED BOUNDARY OF

COMMUNITY FACILITIES DISTRICT No. 4–INFRASTRUCTURE OF THE CITY OF MORENO VALLEY

COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

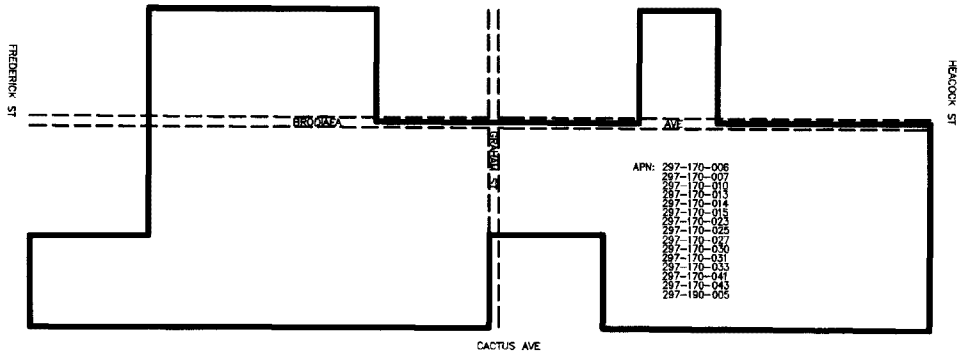

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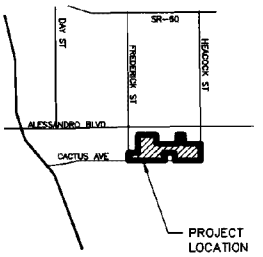

VICINITY MAP
NO SCALE

LEGEND

DISTRICT BOUNDARY

REFERENCE THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____DAY OF _____2005.

_____
CITY CLERK OF THE CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY: AT A REGULARLY SCHEDULED MEETING, THEREOF, HELD ON THE _____ DAY OF _____, 2005. BY ITS RESOLUTION No. _____.

_____
CITY CLERK OF THE CITY OF MORENO VALLEY

FILED THIS _____ DAY OF _____, 2005. AT THE HOUR OF _____ O'CLOCK__M. IN BOOK____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE NOS.____THROUGH_____ AS INSTRUMENT NO._____, IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

_____
COUNTY RECORDER OF THE COUNTY OF RIVERSIDE

FEE $_____

HARRIS & ASSOCIATES
34 Executive Park, Suite 150
Irvine, CA 92614
(949) 655-3900 • FAX (949) 655-3995

PROPOSED BOUNDARY MAP

Community Facilities District No. 4–Infrastructure of the City of Moreno Valley County of Riverside, California

Sheet 1 OF 1

Boundary Map

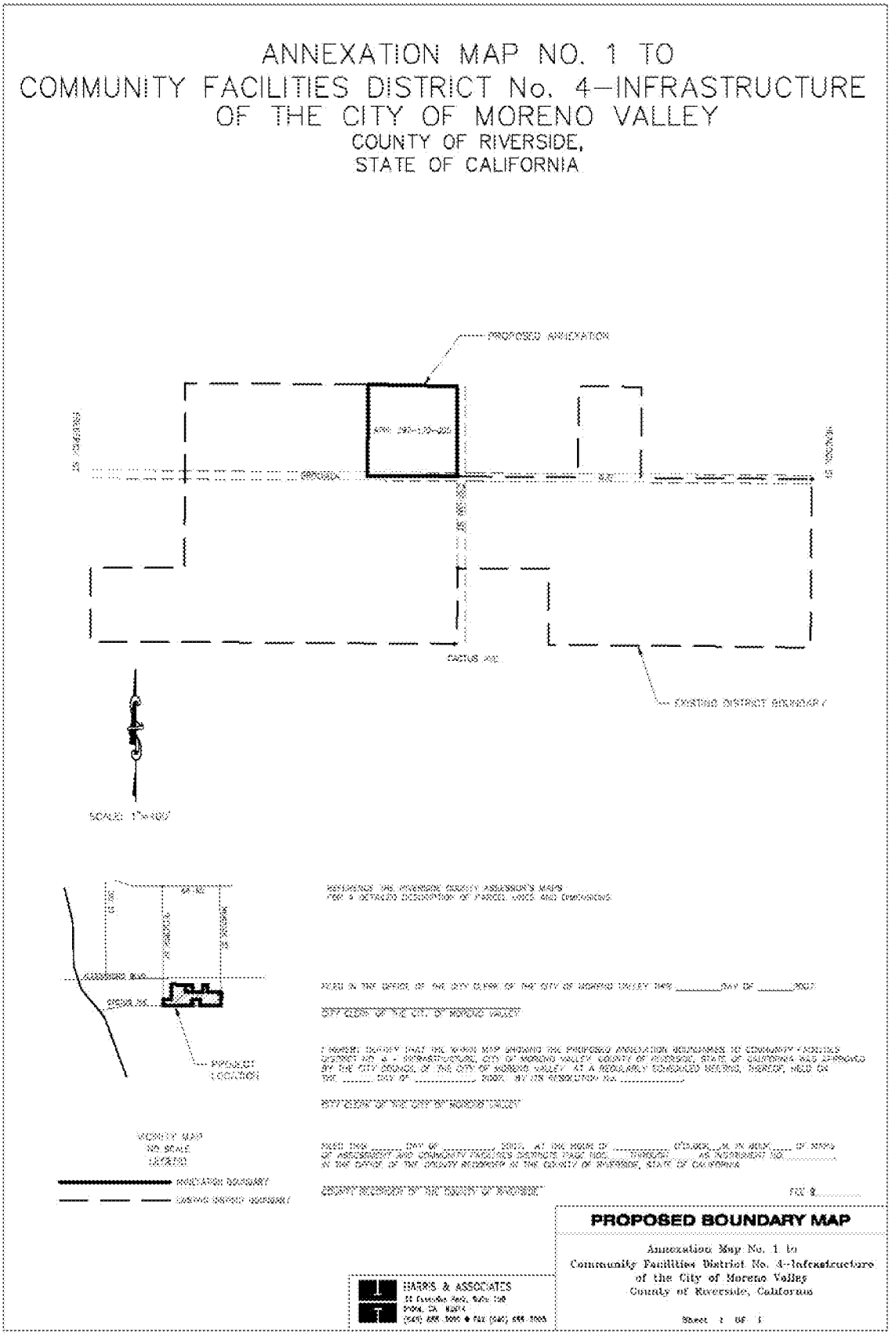

AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT FOR COMMUNITY FACILITIES DISTRICT NO. 4 - INFRASTRUCTURE OF THE CITY OF MORENO VALLEY

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels of Taxable Property in Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley ("CFD No. 4-I") and collected each Fiscal Year commencing in Fiscal Year 2010-11, in an amount determined by the City Council through the application of the appropriate Special Tax for "Developed Property," "Undeveloped Property," "Taxable Property Owner Association Property," and "Taxable Public Property" as described below. All of the real property in CFD No. 4-I shall be taxed for the purposes, to the extent and in the manner herein provided, except property defined as Exempt Property and subject to Section E below.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 4-I: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 4-I or any designee thereof of complying with arbitrage rebate requirements including, but not limited to, any rebate obligation; the costs to the City, CFD No. 4-I or any designee thereof of complying with disclosure requirements of the City, and /or CFD No. 4-I associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, CFD No. 4-I or any designee thereof related to any appeal of the Special Tax; the costs associated with the release of funds from an escrow or appeals account, including appraisal costs; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated by the CFD Administrator or advanced by the City or CFD No. 4-I for any other administrative purposes of CFD No. 4-I, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Annual Special Tax Requirement" means that amount required in any Fiscal Year for CFD No. 4-I to pay the sum of: (i) debt service on all Outstanding Bonds; (ii) periodic costs on the Bonds, including but not limited to, credit enhancement and rebate payments on the Bonds; (iii) Administrative Expenses; (iv) any amounts required to establish or replenish any reserve funds for all Bonds issued or to be issued by CFD No. 4-I; and (v) any amounts required for the acquisition or construction of facilities eligible under the Act, provided that the inclusion of such amount does not cause an increase in the levy of Special Taxes on Undeveloped Property. In arriving at the Annual Special Tax Requirement, the CFD Administrator shall take into account the reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year and shall give a credit for funds available to reduce the Special Tax levy.

"Assessor's Parcel" means a parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel Number (APN).

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Building Permit" means a permit for new construction for a structure. For purposes of this definition, "Building Permit" shall not include permits for construction of perimeter fencing, parking lot, wet and dry utility improvements, screening, landscaping, site lighting, required site-related storm water improvements, or other such improvements not intended for occupancy, with the exception of a guard shack, or similar ancillary structure.

"Bonds" means any binding obligation including bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by CFD No. 4-I under the Act.

"CFD Administrator" means the Special Districts Division Manager of the City of Moreno Valley, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"CFD No. 4-I" means Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley.

"City" means the City of Moreno Valley.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 4-I.

"County" means the County of Riverside.

"Developed Property" means all Assessor's Parcels of Taxable Property for which Building Permits were issued on or before June 1 preceding the Fiscal Year for which Special Taxes are being levied..

"Exempt Property" means any property not subject to Special Tax as described under Section E, herein.

"Final Map" means a final map, parcel map, lot line adjustment, or other map approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) that creates individual lots for which building permits may be issued.

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

"Indenture" means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"Land Area" means the square footage of land, excluding rights-of-way, as shown on the applicable Final Map or condominium map or if the square footage is not shown on said map, the square footage of an Assessor's Parcel as shown on an Assessor's Parcel Map. If the area is presented in acreage, then the square footage equals the acreage multiplied by 43,560 (square footage per acre). Exhibit 1, attached herein, provides an estimate of the taxable Land Area by Assessor's Parcel.

"Maximum Annual Special Tax" means the maximum Special Tax, determined in accordance with Section C, that can be levied in any Fiscal Year on any Assessor's Parcel.

"Outstanding Bonds" means all Bonds that are deemed to be outstanding under the Indenture.

"Property Owner Association Property" means, for each Fiscal Year, (i) any Assessor's Parcel within the boundaries of CFD No. 4-I for which the owner of record, as determined from the County Assessor's secured tax roll for the Fiscal Year in which the Special Tax is being levied, is a property owner's association, including any master or sub-association, or (ii) any property located in a Final Subdivision that was recorded as of the January 1 preceding the Fiscal Year in which the Special Tax is being levied and which, as determined from such Final Subdivision, is or will be open space, a common area recreation facility, or a private street.

"Proportionately" means, for Developed Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Developed Property. For Undeveloped Property, "Proportionately" means that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property. The term "Proportionately" may similarly be applied to other categories of Taxable Property as listed in Section E below. Notwithstanding the above, Assessor's Parcels that have been delinquent in paying their Special Taxes may be taxed disproportionately to cover the shortfall generated by their delinquency.

"Public Property" means, for each Fiscal Year, any Assessor's Parcel within the boundaries of CFD No. 4-I that is (i) owned by, irrevocably offered or dedicated to the federal government, the State, the County, the City, or any local government or other public agency, provided that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use; or (ii) encumbered by a public utility easement making impractical its use for any purpose other than that set forth in the easement.

"Special Tax" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property and Undeveloped Property to fund the Annual Special Tax Requirement.

"State" means the State of California.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of CFD No. 4-I, which are not classified as Exempt Property from the Special Tax pursuant to law or Section E, herein, or for which the Special Tax obligation has been prepaid in full per Section G, herein.

"Taxable Property Owner Association Property" means Property Owner Association Property that is subject to the levy of the Special Tax pursuant to Section E below.

"Taxable Public Property" means Public Property that is subject to the levy of the Special Tax pursuant to Section E below.

"Trustee" means the trustee, fiscal agent, or paying agent under the Indenture.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Taxable Property Owner Association Property, or Taxable Public Property.

B. CLASSIFICATION OF PROPERTIES

Each Fiscal Year, all Property within CFD No. 4-I shall be classified as Developed Property, Undeveloped Property, Taxable Property Owner Association Property, Taxable Public Property or Exempt Property and shall be subject to Special Taxes in accordance with the Rate and Method of Apportionment determined pursuant to Sections C and D.

C. SPECIAL TAX RATE

Maximum Annual Special Tax

The Maximum Annual Special Tax for each Assessor's Parcel of Developed Property, Undeveloped Property, Taxable Property Owner Association Property and Taxable Public Property shall be $0.1924 per square foot of Land Area for Fiscal Year 2010-11, and shall increase thereafter, commencing on July 1, 2011 and on July 1 of each Fiscal Year thereafter, by an amount equal to two percent (2%) of the Maximum Annual Tax for the previous Fiscal Year.

Once classified as Developed Property, a parcel may not be subsequently re-classified as Undeveloped Property.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2010-11 and for each following Fiscal Year, the City Council shall levy the Special Tax until the amount of Special Taxes levied equals the Annual Special Tax Requirement. The Special Tax shall be levied each Fiscal Year as follows:

Step 1 - The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Annual Special Tax for Developed Property.

Step 2 -If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the applicable Maximum Annual Special Tax for Undeveloped Property.

Step 3 -If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Property Owner Association Property.

Step 4 -If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property.

E. EXEMPTIONS

Provided that no such classification would reduce the Land Area of Taxable Property to less than 5,427,292 square feet, the CFD Administrator shall classify as Exempt Property: (i) Public Property; and (ii) Property Owner Association Property. Such minimum square footage shall be subject to reduction by the CFD Administrator should the Special Tax obligation for an Assessor's Parcel be paid off in full or in part per Section G, herein.

The CFD Administrator shall classify property as Exempt Property in the chronological order that such property qualifies to be classified as such.

All or any portion of an Assessor's Parcel in CFD No. 4-I that is transferred to a public agency or property owner's association that reduces the square footage of the total Land Area of Taxable Property to less than 5,427,292 square feet, or the minimum square footage as reduced by the CFD Administrator as specified above in this Section E, shall not be exempt from the Special Tax and shall instead require a prepayment of the Special Tax obligation for the excess portion of such Assessor's Parcel pursuant to Section G below to eliminate the necessity of levying an annual Special Tax on such excess portion of such Assessor's Parcel. The full or partial prepayment of the Special Tax for such Assessor's Parcel shall occur prior to the transfer of the Assessor's Parcel to a public agency or property owner association.

In the event that the Special Tax obligation applicable to the excess portion of an Assessor's Parcel is not prepaid as specified in the preceding paragraph, Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Land Area of Taxable Property to less than 5,427,292 square feet, or the minimum square footage as reduced by the CFD Administrator as specified above in this Section E, will be classified as Taxable Public Property or Taxable Property Owner Association Property, as applicable, and will continue to be subject to Special Taxes accordingly. If the use of an Assessor's Parcel classified as Exempt Property changes so that such Assessor's Parcel is no longer classified as one of the uses that would make such Assessor's Parcel eligible to be classified as Exempt Property, such Assessor's Parcel shall cease to be classified as Exempt Property and shall be classified as Taxable Property.

F. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 4-I may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

G. PREPAYMENT OF SPECIAL TAX

The following definitions apply to Section G, herein.

"CFD Public Facilities" means those public facilities authorized to be financed by CFD No. 4-I.

"CFD Public Facilities Costs" means either $12.5 million or such lower number as shall be determined either by (a) the CFD Administrator as sufficient to finance the CFD Public Facilities, or (b) shall be determined by the City Council concurrently with a covenant that it will not issue any more Bonds to be secured by Special Taxes levied under this Amended and Restated Rate and Method of Apportionment.

"Construction Fund" means the fund as identified in the Indenture, which is used to disburse funds to pay the cost and acquisition of public improvements funded with the bond proceeds or Special Taxes.

"Future Facilities Costs" means the CFD Public Facilities Costs minus: (a) the portion of the CFD Public Facilities Costs previously funded (i) from the proceeds of all previously issued

Bonds, (ii) from interest earnings on the Construction Fund actually earned prior to the date of prepayment and (iii) directly from Special Tax revenues; and (b) the amount of the proceeds of all previously issued Bonds then on deposit in the Construction Fund.

"Previously Issued Bonds" means all Outstanding Bonds that have been issued prior to the date of the prepayment which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of Special Taxes.

Prepayment of a Special Tax in Part or in Full

The Special Tax obligation applicable to an Assessor's Parcel may be prepaid at any time and the obligation of such Assessor's Parcel to pay any Special Tax may be fully or partially satisfied as described herein. The CFD Administrator may charge a reasonable fee for calculation of the Prepayment Amount as defined below.

1. Prepayment in Full

The Maximum Annual Special Tax obligation may be prepaid and permanently satisfied for any Assessor's Parcel. The Maximum Annual Special Tax obligation applicable to such Assessor's Parcel may be fully prepaid and the obligation of the Assessor's Parcel to pay the Special Tax permanently satisfied as described herein; provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Maximum Annual Special Tax obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount of such Assessor's Parcel. The CFD Administrator may charge a reasonable fee for providing this figure.

The Prepayment Amount (defined below) shall be calculated as follows (capitalized terms as defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Prepayment Fees and Expenses
less	Reserve Fund Credit
less	Capitalized Interest Credit
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount (defined below) shall be calculated as follows:

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.

2. Compute the Maximum Annual Special Tax for the Assessor's Parcel to be prepaid.

3. Divide the Maximum Annual Special Tax computed pursuant to paragraph 2 by the sum of the total expected Maximum Annual Special Tax revenues that may

be levied within CFD No. 4-I, excluding any Assessors Parcels for which the Maximum Annual Special Tax obligation has been previously prepaid.

4. Multiply the quotient computed pursuant to paragraph 3 by the principal amount of Outstanding Bonds to compute the amount of Previously Issued Bonds to be retired and prepaid (the "Bond Redemption Amount").

5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium, if any, on the Previously Issued Bonds to be redeemed (the "Redemption Premium").

6. If all the Bonds authorized to be issued have not been issued, compute the Future Facilities Costs.

7. Multiply the quotient computed pursuant to paragraph 3 by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be allocated to such Assessor's Parcel (the "Future Facilities Amount").

8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Previously Issued Bonds.

9. Determine the Special Taxes levied on the Assessor's Parcel in the current Fiscal Year which have not yet been paid.

10. Compute the amount the CFD Administrator reasonably expects to derive from the reinvestment of the Prepayment Amount less the Future Facilities Amount and the Prepayment Fees and Expenses (defined below) from the date of prepayment until the redemption date for the Previously Issued Bonds to be redeemed with the prepayment.

11. Add the amounts computed pursuant to paragraphs 8 and 9 and subtract the amount computed pursuant to paragraph 10 (the "Defeasance Amount").

12. The administrative fees and expenses of CFD No. 4-I are as calculated by the CFD Administrator and include the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming CFD No. 4-I Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the "Prepayment Fees and Expenses").

13. The reserve fund credit (the "Reserve Fund Credit") shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Previously Issued Bonds as a result of the prepayment; or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Previously Issued Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero. No Reserve Fund Credit shall be granted if the amount then on deposit in the reserve fund for the Previously Issued Bonds is below 100% of the reserve fund requirement (as defined in the Indenture).

14. If any capitalized interest for the Previously Issued Bonds will not have been expended at the time of the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the quotient computed pursuant to paragraph 3 by the expected balance in the capitalized interest fund after such first interest and/or principal payment (the "Capitalized Interest Credit").

15. The Maximum Annual Special Tax prepayment is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 11 and 12, less the amounts computed pursuant to paragraphs 13 and 14 (the "Prepayment Amount").

16. From the Prepayment Amount, the amounts computed pursuant to paragraphs 4, 5, 11, 13, and 14 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to paragraph 7 shall be deposited in the Construction Fund.

If the Prepayment Amount is insufficient to redeem Bonds in $5,000 increments, the increment above $5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax levy as determined under paragraph 9 above, the CFD Administrator shall remove the current Fiscal Year's Special Tax levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid, the City Council shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of Special Taxes and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay the Special Tax shall cease.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the amount of Special Taxes, net of Administrative Expenses, that may be levied on Taxable Property both prior to and after the proposed prepayment is at least 1.10 times the maximum annual debt service on all Outstanding Bonds.

Tenders of Bonds in prepayment of Special Taxes may be accepted upon the terms and conditions established by the City Council pursuant to the Act. However, the use of Bond tenders shall only be allowed on a case-by-case basis as specifically approved by the City Council.

2. Prepayment in Part

The Maximum Annual Special Tax obligation of an Assessor's Parcel may be partially prepaid. The amount of the prepayment shall be calculated as in Section G.1; except that a partial prepayment shall be calculated according to the following formula:

$$PP = (P_E \times F) + A$$

These terms have the following meaning:

PP = the partial prepayment

P_E = the Prepayment Amount calculated according to Section G.1, minus Prepayment Fees and Expenses pursuant to paragraph 12 of Section G.1.

F = the percent by which the owner of the Assessor's Parcel(s) is partially prepaying the Maximum Annual Special Tax obligation.

A = the Prepayment Fees and Expenses pursuant to paragraph 12 of Section G.1.

The owner of an Assessor's Parcel who desires to partially prepay the Maximum Annual Special Tax obligation shall notify the CFD Administrator of: (i) such owner's intent to partially prepay the Maximum Annual Special Tax obligation, (ii) the percentage by which the Maximum Annual Special Tax obligation shall be prepaid, and (iii) the company or agency that will be acting as the escrow agent, if applicable. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the Maximum Annual Special Tax obligation for an Assessor's Parcel within 30 days of the request and may charge a reasonable fee for providing this service.

With respect to any Assessor's Parcel that is partially prepaid, the City shall: (i) distribute the funds remitted to it according to paragraph 16 of Section G.1, and (ii) indicate in the records of CFD No. 4-I that there has been a partial prepayment of the Maximum Annual Special Tax obligation and that a portion of the Maximum Annual Special Tax obligation equal to the outstanding percentage (1.00 - F) of the remaining Special Tax obligation shall continue to be authorized to be levied on such Assessor's Parcel pursuant to Section D.

H. TERM OF SPECIAL TAX

The Special Tax shall be levied on each Assessor's Parcel of Developed Property, Taxable Property Owner Association Property and Taxable Public Property for a period not to exceed 40 years from the Fiscal Year in which the Special Tax is first levied on such Assessor's Parcel as Developed Property, Taxable Property Owner Association Property or Taxable Public Property. The Special Tax shall be levied on Undeveloped Property indefinitely or until such time that all debt service necessary to retire the Bonds is paid in full.

I. APPEALS

Any landowner who feels that the amount of the Special Tax levied on their Assessor's Parcel is in error may submit a written appeal to CFD No. 4-I. The CFD Administrator shall review the appeal and if the CFD Administrator concurs, the amount of the Special Tax levied shall be appropriately modified.

The City Council may interpret this Amended and Restated Rate and Method of Apportionment for purposes of clarifying any ambiguity and make determinations relative to the annual administration of the Special Tax and any landowner appeals. Any decision of the City Council shall be final and binding as to all persons.

Exhibit 1

Taxable Property

Assessor's Parcel #	*Estimated Taxable Lot Area (Sq. Ft.)*
5	380,279
27	329,314
64	185,130
65	197,762
66	382,457
67	1,430,946
68	381,586
69	1,061,557
72	255,697
75	383,328
76	333,234
78	292,288
Total:	***5,613,578***

Exempt Property

Assessor's Parcel #	*Estimated Lot Area (Sq. Ft.)*
71	480,467
73	122,839
74	111,949
79	59,677
Total:	***774,932***

LEGEND

CFD Boundary

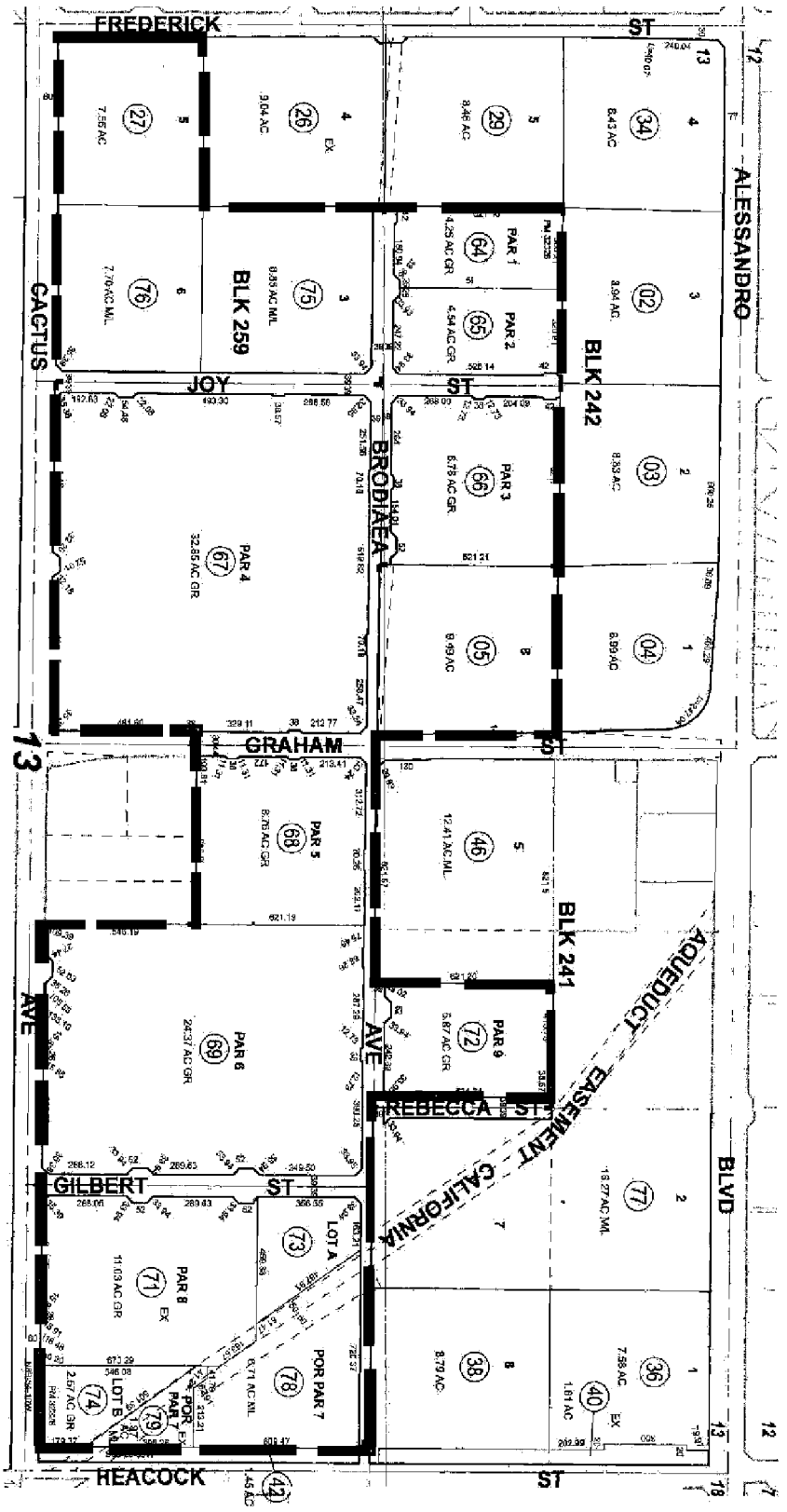

ASSESSOR'S PARCEL MAP 297-17

City of Moreno Valley
Community Facilities District No. 4 - Infrastructure

Property Owner List

Taxable Property:

APN	Owner Name
297-170-005	RIDGE MORENO VALLEY
297-170-027	RIDGE MORENO VALLEY
297-170-064	RIDGE MORENO VALLEY
297-170-065	RIDGE MORENO VALLEY
297-170-066	RIDGE MORENO VALLEY
297-170-067	RIDGE MORENO VALLEY
297-170-068	RIDGE MORENO VALLEY
297-170-069	RIDGE MORENO VALLEY II
297-170-072	RIDGE MORENO VALLEY
297-170-075	RIDGE MORENO VALLEY
297-170-076	RIDGE MORENO VALLEY
297-170-078	RIDGE MORENO VALLEY

Exempt Property:

APN	Owner Name
297-170-071	UNITED STATES POSTAL SERVICE
297-170-073	CENTERPOINTE BUSINESS PARK PROP OWNERS ASSN
297-170-074	CENTERPOINTE BUSINESS PARK PROP OWNERS ASSN
297-170-079	UNITED STATES POSTAL SERVICE

ORDINANCE NO. 856

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DISSOLVING COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE OF THE CITY OF MORENO VALLEY AND ORDERING THE RECORDATION OF AN AMENDMENT TO THE NOTICE OF SPECIAL TAX LIEN RELATED TO SUCH DISTRICT AND REPEALING ORDINANCE NO. 821

WHEREAS, in 2005 the City Council of the City of Moreno Valley (the "City"), acting pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (California Government Code Section 53311 and following) (the "Mello-Roos Act"), formed community facilities district designated as Community Facilities District No. 4-Infrastructure ("CFD No. 4-I"); and

WHEREAS, CFD No. 4-I was formed and designated for the purpose of financing certain facilities to be owned by the City from the proceeds of the sale of bonds of CFD No. 4-I; and

WHEREAS, CFD No. 4-I was, by the adoption of Resolution No. 2005-94 (the "Resolution of Formation"), formed on October 25, 2005, special taxes were, subject to the approval of the authorized electors, authorized to be levied within CFD No. 4-I; and

WHEREAS, CFD No. 4-I was, by the adoption of Resolution No. 2005-95, authorized, subject to the approval of the qualified electors, to issue bonds to be secured by the levy of special taxes; and

WHEREAS, at a special election held on October 25, 2005, the qualified electors approved the levy of special taxes and the issuance of bonds by CFD No. 4-I; and

WHEREAS, the qualified electors approved the levy of special taxes by CFD No. 4-I pursuant to the rate and method of apportionment thereof (the "Rate and Method") and the issuance of bonds by CFD No. 4-I of not to exceed $16,000,000 (the "Bonds"); and

WHEREAS, on November 8, 2005 the City Council adopted Ordinance No. 696 authorizing the levy of special taxes pursuant to the Rate and Method; and

WHEREAS, on November 8, 2005 a Notice of Special Tax Lien was recorded in the Official Records of the County of Riverside as Document No. 2005-0925946 (the "Notice of Special Tax Lien") creating a special tax lien on all taxable property within; and

WHEREAS, CFD No. 4-I, was, by the adoption of Resolution No. 2008-03 (the "Annexation No. 1 Resolution"), annexed certain territory to CFD No. 4-I on January 8,

2008, special taxes were, subject to the approval of the authorized electors, authorized to be levied within CFD No. 4-I; and

WHEREAS, on January 22, 2008 the City Council adopted Ordinance No. 765 authorizing the levy of special taxes within the annexed territory pursuant to the Rate and Method; and

WHEREAS, on January 17, 2008 an Amendment to Notice of Special Tax Lien was recorded in the Official Records of the County of Riverside as Document No. 2008-0027496 (the "Annexation Notice of Special Tax Lien") creating a special tax lien on all taxable property within; and

WHEREAS, On December 14, 2010, an amended to the Rate and Method was adopted by Resolution No. 2010-106 (the "Amended and Restated Rate and Method"); and

WHEREAS, on December 14, 2010 the City Council adopted Ordinance No. 821 repealing Ordinance Nos. 696 and 765 and authorizing the levy of special taxes within CFD No. 4-I pursuant to the Amended and Restated Rate and Method; and

WHEREAS, on December 15, 2010 a Second Amendment to Notice of Special Tax Lien was recorded in the Official Records of the County of Riverside as Document No. 2010-0602591 (the "Amended Notice of Special Tax Lien"); and

WHEREAS, no Bonds have been issued and CFD No. 4-I does not levy a special tax pursuant Ordinance No. 821; and

WHEREAS, Ridge Property Trust, a Maryland real estate investment trust (the "Trust"), Ridge Moreno Valley, LLC, a Delaware limited liability company ("Ridge Moreno Valley"), Ridge MV Lot 3, and the IIT Inland Empire Logistics Center (collectively the "Owner"), the duly authorized representatives of the current owners of all of the property within CFD No. 4-I, has on behalf of itself and the Owners' members, successors and/or assigns, requested that the City Council undertake proceedings pursuant to the Mello-Roos Act to dissolve CFD No. 4-I.

NOW, THEREFORE, the City Council of the City of Moreno Valley does ordain as follows:

SECTION 1. The City Council hereby finds and determines that:

a. CFD No. 4-I is not obligated to pay any outstanding debt; and

b. CFD No. 4-I does not currently levy any special tax.

SECTION 2. The City Council, acting pursuant to Government Code Section 53338.5, hereby dissolves CFD No. 4-I.

SECTION 3. The City Council hereby orders the City Clerk to file or cause the filing of an amendment to the Notice of Special Tax Lien which addendum shall state that CFD No. 4-I and all associated liens have been dissolved.

SECTION 4. Ordinance No. 821 is hereby repealed along with any authority of CFD No. 4-I to levy special taxes.

SECTION 5. This ordinance shall take effect thirty days after the date of its adoption.

SECTION 6. Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

APPROVED AND ADOPTED this 8th day of January, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 856 had its first reading on December 11, 2012, and had its second reading on January 8, 2013 and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 8th day of January, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

CITY CLERK

(SEAL)

WHEN RECORDED, RETURN TO:

CITY CLERK
City of Moreno Valley
14177 Frederick St.
Moreno Valley, CA. 92553

THIRD AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

Dissolution of
Community Facilities District No. 4-Infrastructure of
the City of Moreno Valley
and Special Tax Lien

Pursuant to the requirements of Section 3117.5 (b) of the Streets and Highways Code and Government Code Section 53338.5, the undersigned CITY CLERK of the CITY OF MORENO VALLEY (the "City"), acting on behalf of COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE (the "District"), HEREBY GIVES NOTICE that proceedings have been conducted by the City Council of the City, acting as the legislative body of the District, pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the Government Code, to consider the dissolution of the District. On _____, 2013, at the conclusion of such proceedings, the City Council enacted Ordinance No. _____ pursuant to which the City Council dissolved the District and ordered the recordation of this Amendment to Notice of Special Tax Lien (the "Amendment"). This Amendment amends that certain Notices of Special Tax Lien, heretofore recorded in the Office of the County Recorder of the County of Riverside, State of California on November 8, 2005 as Document No. 2005-0925946 (the "Original Notice of Special Tax Lien"), on January 17, 2008 as Document No. 2008-0027496 (the "Amendment to Notice of Special Tax Lien", and on December 15, 2010 as Document No. 2010-0602591 (the "Second Amendment to Notice of Special Tax Lien" and together with the Original Notice of Special Tax Lien and the Amendment to Notice of Special Tax Lien, the "Notice of Special Tax Lien") , by declaring that the District and the special tax lien identified in the Notice of Special Tax Lien have been dissolved.

The (a) names of the owner(s) of the real property included within the District as they appear on the last secured assessment roll as of the date of recording of this Notice and (b) the Assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included within the District are as set forth on the attached, referenced and incorporated Exhibit "A."

Reference is made to the original boundary map of the District recorded on September 22, 2005 as Instrument No. 2005-0785278 in Book 64, Page 17 of Maps of Assessment and Community Facilities Districts in the Office of the County Recorder for the County of Riverside, State of California and the map entitled Annexation No. 1 to the

Community Facilities District No. 4-Infrastructure of the City of Moreno Valley recorded on November 29, 2007 as Instrument No. 2007-0720430, in Book 72, Page 48 in the office of said County Recorder which maps are the boundary maps of the District, including the Annexed Territory.

This Third Amendment to Notice of Special Tax Lien has been executed in the City of Moreno Valley, California on the date set forth below.

DATED: _____

CITY CLERK
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

By: _____
City Clerk

EXHIBIT A

COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE OF THE CITY OF MORENO VALLEY

AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

Taxable Property:

Assessor's Parcel Number	Parcel Owner
297-170-027	Ridge Moreno Valley
297-170-064	Ridge Moreno Valley
297-170-065	Ridge Moreno Valley
297-170-067	IIT Inland Empire Logistics Center
297-170-068	IIT Inland Empire Logistics Center
297-170-069	IIT Inland Empire Logistics Center
297-170-072	IIT Inland Empire Logistics Center
297-170-075	Ridge Moreno Valley
297-170-076	Ridge Moreno Valley
297-170-078	Ridge Moreno Valley
297-170-082	Ridge MV Lot 3

Exempt Property:

Assessor's Parcel Number	Parcel Owner
297-170-071	United States Postal Service
297-170-073	Centerpointe Business Park Property Owners Association
297-170-074	Centerpointe Business Park Property Owners Association
297-170-079	United States Postal Service

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MV00188237

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: December 11, 2012

TITLE: APPOINTMENT TO THE PARKS AND RECREATION COMMISSION (TEENAGE MEMBER)

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Appoint Patrick Samones to the Parks and Recreation Commission as a teenage member for a term expiring November 25, 2015, or until high school graduation, whichever comes first.

2. If an appointment is not made, declare the position vacant and authorize the City Clerk to re-notice the position as vacant.

BACKGROUND

The City Clerk's Office posted a Notice of Opening to fill the vacancy for the teen member position on the Parks and Recreation Commission with a term expiring on November 25, 2015, or until high school graduation, whichever comes first. Appropriate time frames with respect to posting notices of vacancies were followed.

As provided in the City's Municipal Code, the appointee will serve without compensation for a designated term.

The City Clerk's Office received one application for this position. Application was submitted by Patrick Samones.

The application was reviewed by the Parks and Recreation Commission staff liaison, Mel Alonzo, who recommends that the City Council appoint Patrick Samones to the

Parks and Recreation Commission as a teenage member with a term expiring November 25, 2015, or until high school graduation, whichever comes first.

ALTERNATIVES

A teenage member on the Parks and Recreation Commission provides input on activities and programs for teenagers in and around the City. By not appointing a teen representative, contributions from the teenage population would be greatly reduced, which is not consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council appoint a teen member to the Parks and Recreation Commission.

NOTIFICATION

1. Publication of the agenda
2. Report and agenda mailed to applicant

ATTACHMENTS

None

Prepared by:
Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval:
Jane Halstead
City Clerk, CMC

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Staff Report 2012_Parks Teen Member.doc

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RLH
CITY MANAGER	MJ

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: December 11, 2012

TITLE: APPOINTMENT TO THE ARTS COMMISSION

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Appoint one member to the Arts Commission with a term expiring June 30, 2014.

2. If an appointment is not made, declare the position vacant and authorize the City Clerk to re-notice the position as vacant.

BACKGROUND

The City Clerk's Office posted a Notice of Opening to fill the vacancy on the Arts Commission with a term expiring on June 30, 2014. Appropriate time frames with respect to posting notices of vacancies were followed.

As provided in the City's Municipal Code, the appointee will serve without compensation for a designated term.

The City Clerk's Office received three applications for this position. Applications were submitted by Crystal Lauren Cornell, Debby Johnson and Belinda McCoy.

Per the Council-adopted policy, prospective applicants are required to attend at least one meeting of their desired board or commission prior to appointment. Applicants complied with this requirement.

ALTERNATIVES

The Arts Commission considers matters pertaining to the promoting arts activities and education in the City. Choosing not to fill a vacancy on the above-mentioned commission would result in decreased participation from residents. This option is not consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council make the recommended appointment.

NOTIFICATION

1. Publication of the agenda
2. Report and agenda mailed to applicants

ATTACHMENTS

None

Prepared by:
Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval:
Jane Halstead
City Clerk, CMC

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RHH
CITY MANAGER	MJ

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: December 11, 2012

TITLE: ECONOMIC DEVELOPMENT-RETAIL ANCHOR REUSE INCENTIVE PROGRAM

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Approve establishing a new Economic Development-Retail Anchor Reuse Incentive Program to help assist with the reuse of vacant anchor retail buildings in Moreno Valley.

BACKGROUND

Vacant anchor retail spaces cause problems for shopping centers because they reduce the overall traffic to a center. Over the past few years a number of retail anchor buildings have become vacant in Moreno Valley. The reason for the closings was not always because of poor sales, but often because of the challenging economy, along with financial difficulties of major companies such as Mervyns', Circuit City, Gottschalks, Linen N Things, Super Valu (Albertson's) and Best Buy. Many of these companies are no longer around and a couple more might soon disappear.

Working with many shopping center owners, city staff has been fortunate to have been able to help facilitate the reuse of a number of vacant anchor spaces with new users including Burlington Coat Factory, 99 Cents Only Store, TJ Maxx, Home Goods, Dollar General, Round 1, Superior Grocers, Harbor Freight Tools, Falles, CitiTrends, Fitness 19 and LA Fitness. While achieving some success there currently are seven vacant anchor spaces in Moreno Valley shopping centers including two at Towngate Center—former Staples and Circuit City, one at the Moreno Valley Mall—former Gottschalks, one

at Pigeon Pass Plaza—recently closed Albertson's, one at Stoneridge Towne Centre—closed Best Buy, one at Moreno Beach Plaza II-former Petsmart and one at Sunnymead Town Center—former Stater Bros. While there are prospects potentially in play for four of these buildings—everything should be pursued to help a potential user pull the trigger on making a deal and reusing one of these vacant buildings.

DISCUSSION

The challenge in reusing a vacant building is threefold—1) the economy is still soft and will be slow to recover, 2) typically these vacant buildings require substantial upgrades and **rehabilitation** for reuse and 3) potential users need to ascertain sufficient cash flow to warrant making significant investment in opening a new store in this marketplace. In the past, Moreno Valley and other cities had often used their Redevelopment Agencies to help with these types of projects. Moreno Valley did this with the reuse of the former Mervyns' store by Burlington Coat Factory. Unfortunately, redevelopment is no longer an available tool to use.

City staff recommends creating a new program to help with the reuse of vacant retail anchor buildings with a size greater than 20,000 sq. ft. The new program to be called the ED-Retail Anchor Reuse Incentive Program would include the following:

- A City staff representative from the Business Support & Neighborhoods Program Division would be assigned to work with a prospective reuse candidate to act as ombudsmen to help coordinate and fast-track a project through the planning and entitlement process in Development Services.
- 50% discount of the City's fees necessary for planning, plan check and inspection services.

The goal of the program will be to encourage investment into the productive reuse of vacant anchor retail buildings. Once reopened, the anchor stores will help stabilize a shopping center, along with producing sales tax revenue and most importantly producing new jobs. Creating this new incentive program could be key in the decision making process for a new business looking at an opportunity in this marketplace and doing business in Moreno Valley. Additionally, this new type of incentive program would work nicely with the City's approved 2-year Economic Development Action Plan—with five of the seven vacant anchor spaces being situated within focus areas for the ED Action Plan.

ALTERNATIVES

1. Authorize the creation of the new ED-Retail Anchor Reuse Incentive Programs. Staff recommends this action because it will create another useful economic development tool and help facilitate the reuse of vacant anchor retail spaces in Moreno Valley.

2. Decline to approve the new incentive program which could limit and hinder reuse opportunities.

FISCAL IMPACT

The cost for discounting City fees by 50% is estimated at $10,000 to $12,000 depending on the complexity of rehabilitation work and upgrades being done on a vacant anchor building. Staff is recommending that a mid-year budget appropriation be pursued in the amount of $50,000, which will allow for the funding of four projects.

ATTACHMENTS

N/A

Prepared By:
Barry Foster
Community & Economic Development Director

Department Head Approval:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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APPROVALS	
BUDGET OFFICER	<BudgetOfficer>
CITY ATTORNEY	<CityAttorney>
CITY MANAGER	<CityManager>

Report to City Council

TO: Mayor and City Council

FROM: Rick Teichert, Financial & Administrative Services Director

AGENDA DATE: December 11, 2012

TITLE: REPORT OF FISCAL YEAR 2011-12 YEAR END AND FISCAL YEAR 2012-13 FIRST QUARTER STATUS; APPROVAL OF FISCAL YEAR 2011-12 CARRYOVERS AND FISCAL YEAR 2012-13 BUDGET ADJUSTMENT RECOMMENDATIONS

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Receive and file this report on the status of the financial results for Fiscal Year (FY) 2011-12 and the first quarter ended September 30, 2012 for FY 2012-13.

2. Adopt Resolution No. 2012-108, approving the following:

   a) Recommended budget amendments presented in Exhibit A, P1-P3 to be appropriated and included in the FY 2012-13 Approved Budget. The recommended appropriation changes total $270,000 for the General Fund, $564,000 for non-General Funds and $834,000 in total for all funds.
   b) Operating carryover expenditures from the FY 2011-12 approved budget presented in Exhibit A, P1-P3 that are recommended to be re-appropriated to be completed as a component of the FY 2012-13 Approved Budget. The recommended appropriation changes total $458,283 for the General Fund, $2,100,005 for non-General Funds and $2,558,288 in total for all funds.
   c) Capital Improvement Program (CIP) carryover expenditures from the FY 2011-12 approved budget presented in Exhibit B, P1-P2 that are recommended to be re-appropriated to be completed as a component of the FY 2012-13 Approved Budget. The recommended appropriation changes total $9,962,247.

3. Approve the designation of $101,000 of General Fund fund balance as designated for Outside Legal Services. These funds represent savings in the FY 2011-12 Legal Services Budget and provide a contingency in years when outside legal services may be needed beyond the anticipated budget.

4. Approve the position control changes summarized on page 10 of this report.

Recommendations: That the CSD:

1. Adopt Resolution No. CSD 2012-23, approving the following:

    a) Operating carryover expenditures from the FY 2011-12 approved budget presented in Exhibit A, P4 that are recommended to be re-appropriated to be completed as a component of the FY 2012-13 Approved Budget. The recommended appropriation changes total $110,000.
    b) Capital Improvement Program (CIP) carryover expenditures from the FY 2011-12 approved budget presented in Exhibit B, page 3 that are recommended to be re-appropriated to be completed as a component of the FY 2012-13 Approved Budget. The recommended appropriation changes total $5,000.

Recommendations: That the City Council as Successor Agency:

1. Adopt Resolution No. SA 2012-109, approving the Capital Improvement Program (CIP) carryover expenditures from the FY 2011-12 approved budget presented in Exhibit B, P4 that are recommended to be re-appropriated to be completed as a component of the FY 2012-13 Approved Budget. The recommended appropriation changes total $3,084,094.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The City Council is updated on the City's financial status through First Quarter and Mid-Year Budget Reviews which reflect operational results for each respective period. This First Quarter Budget Review for FY 2012-13 will focus on the City's General Fund, which represents the greatest focus as Council and staff work to bring the General Fund into balance consistent with the goals of the approved Deficit Elimination Plan approved in April 2011. The report also presents first quarter operational results from other key funds such as Community Services District (CSD) Zone A (Parks & Community Services), CSD Zone L (Library) and the Electric Utility.

The City Council and staff have worked diligently during the past three years to reduce the structural General Fund deficit. The City Council approved the Three-Year Deficit Elimination Plan (DEP) establishing the framework for the City to balance the General Fund ongoing revenues and expenses by June 2014. The adoption of this plan and the stabilizing of revenues as the Great Recession ended provided an opportunity for the City to create and adopt a two-year budget based on the vision and direction provided in the Three-Year DEP. The City Council adopted the Two-Year Operating Budget – Fiscal Years 2011-12 and 2012-13 in May 2011. More recently, the City Council updated the FY 2012-13 budget in June 2012 reflecting updated revenue projections and certain service and expenditure adjustments setting the stage for the current approved FY 2012-13 budget.

The goal and direction as we review the current status of financial operations is to "Stay the Course" based on the DEP direction and established targets for using fund balance, and to only consider significant budget changes, with smaller adjustments to be absorbed within the approved existing budget framework. This report addresses the current status of financial operations and recommends a limited number of revenue and expense changes.

Recap of FY 2011-12 General Fund Results

The final FY 2011-12 results were consistent with estimations made in the Mid-Year report to City Council in March 2012. The details are presented in Attachment 1. The DEP planned for $6.7 million use of fund balance to balance the General Fund in FY 2011-12. The final approved FY 2011-12 General Fund Budget projected that the General Fund would use $8.7 million in fund balance to absorb the FY 2011-12 deficit, which included a $2 million transfer from fund balance for the police surveillance camera project funding. The actual use of Fund Balance was $5.5 million, reflecting a favorable variance of $0.4 million.

Revenues were adjusted upward as part of the mid-year budget amendment in March 2012. In light of this, revenues still finished higher than the revised budget by $350,000, or 0.5%. The total revenue budget was $74.3 million with actual revenues totaling $74.65 million. The small positive revenue variance was driven by continued strong performance of Sales Tax revenues, exceeding the revised budget by $1.2 million or 9%; and charges for services outpacing the updated revenue budget by $1.2 million or 11%. These increases were offset by continued declines in interest revenue as a result of declining rates of return in the fixed income markets resulting in revenue below budget by $1.6 million or 35% under budget.

Total General Fund expenditures were $2.8 million or 3.4% under budget. The total expenditure budget was $83.0 million with actual expenditures totaling $80.2 million. The audited results for FY 2011-12 will be presented with the completion of the Comprehensive Annual Financial Report (CAFR) which will be presented to City Council in February 2013.

The positive variance below budget was driven primarily by the Police and Fire Department budgets underspending their budgets by 3.3% and 4.8%, respectively. The total public safety spending below budget was $2.1 million or 3.7%. The balance of City Departments spent $700,000 below budget or 2.7%. Overall, the City's General Fund expenditure budgets are much tighter, as designed by management and City Council strategy.

DISCUSSION

First Quarter General Fund Status

First quarter revenues and expenditures are reflected in the report on Attachment 1. This first-quarter report updates the Mayor and Council regarding current year financial trends and provides the opportunity for Council to review the recommended actions related to the allocation of some additional new revenues. As adopted, the FY 2012-13 budget totals approximately $178.9 million with the General Fund comprising $79.6 million. The fund balance used to balance the General Fund budget is $5.2 million, consistent with the DEP and the approved FY 2012-13 budget.

General Fund Revenue Update

Due to the uneven schedule of revenue receipts, combined with the year-end accrual process, revenues received through the first quarter of the fiscal year are historically only 8.8% of the annual budget, even though 25% of the fiscal year has elapsed. Through the first quarter of FY 2012-13, 9.2% of budgeted revenues have been received. Sales taxes continue to grow at a strong pace due to new businesses contributing new sales taxes to the City and from growth in sales of existing businesses. The City has experienced growth from the prior year in each of the last 10 quarters. Growth rates continue between 8 to 11 percent per quarter. Staff is projecting revenue growth of about $300,000 to $400,000 above the budgeted amount of $13.8 million for FY 2012-13. Current sales tax collections for the first quarter reflect accrual reversals that make the cash collection appear low.

Property tax is stable with the FY 2012-13 actual assessed values for property in Moreno Valley supporting the budgeted amount of $23.2 million. This amount includes an estimated increase of $250,000 contributed from the Sketchers project, which is now included in the FY 2012-13 property tax assessment. Property taxes are received twice annually, in January and May 2013, which is reflected in the lack of property taxes reflected in the first quarter report.

Utility Tax revenue appears on track to achieve about 3% growth, keeping pace with budget estimates, which total $16.06 million for FY 2012-13. The revenues track growth in utility rates and utility usage, which will conservatively achieve a 3% growth for the year.

The balance of revenues appears on track to meet or slightly exceed budgeted amounts.

General Fund Expenditure Update

Although not all expenditures have a straight-line spending pattern, operating expenditures should generally be within 25% of the annual budget at the end of the first quarter, since 25% of the fiscal year has elapsed. As shown in Attachment 1, General Fund expenditures through September are at 26.6% of the adjusted budget. This expenditure pace is consistent with expectations for the first quarter of activity. The percentage is slightly above the 25% mark due to a large payment made in the first quarter for the City's OPEB Trust commitment reflected in the "Non-Department" business unit, causing this business unit's year to date amount to be 34.4% of the total budget for this category.

The remaining budgets have been tightened and should reflect expenditures very close to budget as the year progresses. Staff does not anticipate significant variance from budget by year-end this fiscal year.

Fund Balance Use

The Three-Year Deficit Elimination Plan projected reducing the use of fund balance from an expected $14 million per year to $7.9 million in FY 2011-12 and $3.5 million in FY 2012-13. The adopted budget uses Fund Balance of $5.2 million in FY 2012-13. Although the adopted budget uses an additional $1.5 million in fund balance, the City's ability to avoid the layoffs and service reductions planned in the 2nd year of the DEP are significant to the citizens of Moreno Valley. Staff is confident the growing revenues will close the gap, thereby staying on course and delivering the results planned and intended in the DEP, while saving significant jobs and services that would have otherwise been eliminated or reduced.

Fund Balance that was expected to decrease to $15.6 million by June 30, 2013 is now expected to remain at an amount of about $23 million at the end of the current fiscal year.

FY 2012-13 Budget Adjustments

Based on a variety of reasons, staff is recommending a very limited number of budget amendments as an element of this First Quarter Budget Report. Staff is recommending these items for Council approval now rather than holding them for a mid-year budget adjustment because they are time sensitive. Waiting on these items could cause undue burden on the respective departments. See Exhibit A for a comprehensive list of the recommended budget amendments, which are briefly described in the following narrative.

EXPENDITURES

The recommended budget amendments for FY 2012-13 are $270,000 for the General Fund and $564,000 for non-General Funds, for a total of $834,000. The requests represent just 0.3% of the General Fund and 0.2% of the non-General Funds budgets.

Recommended Adjustments for FY 2012-13 (see Exhibit A, P1-P3) include the following:

General Fund

- Financial and Administrative Services (FASD) Financial Operations - $50,000 for Management Analyst for Time and Materials Developer Deposits (recurring cost fully funded from development fees):
  The City has piloted using a Time and Materials process and approach to administer developer deposits and related costs. The review of the pilot program recently completed by the Community and Economic Development Department concluded that the program has been very successful in equitably managing the costs related to development programs. The review concluded that the program can be better managed by implementing process improvements that centralize the administration of the program in the Financial and Administrative Services Department through the addition of one Management Analyst that will be cost supported through the developer deposit program. This will also facilitate the use of project accounting capabilities in the new LOGOS system to make the central management of the deposits efficient and standard. This will also greatly improve the consistency of reporting information to developers and improve the timeliness of communication with developers. The Time and Materials process has been well-received by the development community and the requested, fee-funded position will allow the program to become a permanent program.

- FASD Financial Operations - $65,000 for Budget Officer (recurring cost):
  In FY 2008-09, City Council approved a budget officer position to coordinate the City's annual operating and capital budgets, analyze revenue and expenditure variances against approved budgets, prepare quarterly, mid-year, and year-end financial reports results, trends and projections; and prepare five-year revenue and expense projections, in conjunction with strategic and business plans for management. Due to the economic recession, this position was defunded in FY 2011-12. As a result, the FASD Director has taken over the long-range business planning, revenue and expense fund analysis has been neglected and financial reports to management as to the status of funds have progressively declined. The refunding of this position will provide management with timely financial reports that will provide information for effective decision-making. This position will establish five-year business plans for day-to-day operations that will help management in organization, planning and expenditure decisions and update these as necessary. This position will also formulate long-range strategic plans for management's review. This position will develop, coordinate, implement and monitor the City's operating

and capital budgets. This will ensure the timeliness of the City's annual budget process and cycle.

- FASD Administration - $25,000 for City-wide Cost Allocation Plan (one-time cost):
  The City has not updated its formal cost allocation plan addressing City-wide cost accounting and related allocations since 2005. It is appropriate that this study be updated every 3 or 4 years to ensure the accounting for allocated costs is reasonable and justified. In light of the significant organizational changes made during the past four years in response to the recent recession, it is imperative that the City update its cost allocation plan at this time. This plan will support costs related to charges to developer deposit accounts, support administrative charges to grants, as well as costs shared between the City's internal accounting entities. The plan will be updated annually by the new Management Analyst recommended in this report.

- Library - $69,000 Transfer from General Fund to Library to cover FY 2012-13 Cost of Living Adjustment (recurring cost):
  The approved budget omitted the necessary transfer from the General Fund to provide the funding for the June 2012 cost of living adjustment for Library staff. This action corrects that oversight.

- Storm Water NPDES - $61,000 Transfer from the General Fund to the Storm Water NPDES Fund 2008 (one-time cost):
  This recommended transfer is for professional plan check services of Water Quality Management Plans (WQMPs). The transfer amount is based upon current projections in development related activities. The increase in expenses will be offset by increases in revenues. WQMPs are a State mandate of the current 2010 NPDES Permit. The City is required to process WQMPs for development projects. If the transfer is not approved, the maximum two-week turn-around for plan check services of WQMPs will be exceeded. The City does not have sufficiently trained staff to provide this service. Consultants are utilized to supplement Storm Water Management Program plan check services.

Non-General Fund

- City Attorney Risk Management - $91,500 to fund a Senior Administrative Assistant to support the Risk Management Program (recurring cost):
  The Risk Management Program was transferred to the City Attorney's Office to administer early in FY 2012-13. A Sr. Administrative Assistant position was established to support the requests for insurance certificates and other clerical support for the program at significant cost savings for the City.

- FASD Special Districts - $285,000 appropriation from fund balance to call bonds (one-time cost):
  A portion of the CFD No. 2 bond proceeds were used to construct oversized sewer and water infrastructure for the Eastern Municipal Water District (EMWD). In return, EMWD entered into a Reimbursement Agreement to pay for the oversizing of the improvements. When CFD No. 3 was formed and refinanced the CFD No. 2 bonds, it assumed the EMWD Reimbursement Agreement. In September 2011, EMWD's reimbursement was used to call bonds for CFD No. 3. As a result of the bond call, the Reserve Requirement was recalculated and ultimately decreased, leaving further funds available to call additional bonds. The $285,000 bond call for CFD No. 3 represents those additional funds and can only be used for this purpose.

- Public Works - Re-Appropriation of Measure A funding for CIP projects (one-time action):
  On October 9, 2012, the City Council approved the transfers of $867,396 from the Deposit Liability Trust Fund Moreno Valley Ranch Street Improvement account to the Public Works General Capital Projects Fund. Following the transfers of funds, the City Council authorized the allocation of these funds to cover a portion of construction costs for the Iris Pavement Resurfacing ($587,396) and the Cactus Avenue/Nason Street Improvement project ($280,000). As a result of the approved transfers, Measure A funds (Fund 2001) previously allocated to these projects were available for alternative street maintenance and traffic signal projects/expenditures. Of the available $867,396, staff is requesting a $420,396 budget reduction/return appropriation to fund balance and $447,000 be reallocated as follows:
  a) Pavement & Rehab Slurry Seal Program ($130,000)
  b) Alessandro Blvd Pavement Modification ($72,000)
  c) Bike Lane Improvements ($84,000)
  d) Traffic Signal Equipment/Upgrades ($161,000)

  The affected general ledger accounts will be adjusted to reflect the above change.

- Moreno Valley Utility - $187,500 to complete the implementation of the Ice Bear program (one-time cost):
  The City Council approved the Integrated Generation Management Project Ice Bear Deployment Agreement between Southern California Public Power Authority and the Moreno Valley Electric Utility. The total cost of the program is $250,000 if all ten Ice Bear units are deployed. For FY 2011/12, the City Council approved $62,500 from the MVU Public Purpose Funds (Fund 6010) for the first year of the program. Staff is requesting the approval of the remaining $187,500 for FY 2012-13 to complete the implementation of the Ice Bear program.

Continuing appropriations from FY 2011-12 to FY 2012-13 – Operating and Capital Budgets

All unexpended and unencumbered appropriations lapse at fiscal year-end and revert to fund balance. By Council policy, once the fiscal year-end closing process has identified

the items that are encumbered by purchase order, contract or other commitment at June 30th, these items are presented to Council for approval as continuing appropriations in the new fiscal year. Approval of continuing appropriations is a long-standing and annual recurring budgetary policy of the City.

As the prior fiscal year closes, certain budget activities and projects remain in progress and have not yet been completed. Staff routinely reviews these items during the annual process to close the books and returns to City Council with a request to approve the carry-over of budgets for projects still in progress as a Continuing Appropriation. Encumbrances, which are commitments related to contracts for goods or services that are in process and not yet completed are included in the continuing appropriations request.

Exhibit A provides the detail of staff's request for continuing appropriations for the FY 2012-13 Budget for operating expenses. Exhibit B provides the detail of Staff's request for continuing appropriations for the FY 2012-13 Budget for the Capital Improvement Plan. Details of the CIP carryover requests are available at the project level upon request.

FY 2012-13 Fund Balance Designation

The City Attorney's Office achieved budget savings in FY 2011-12 totaling $101,000. The City Manager and City Attorney recommend that this one-time savings be set-aside as fund balance designation for future Outside Legal Services costs. Use of outside or contract legal services varies from year to year based on the issues and liabilities facing the City. Since this is an unpredictable expenditure, it is prudent to set-aside funds for periods when more extensive outside legal services may be needed. These funds will be required to be appropriated by Council in the case that the volume of legal activity requires additional budget in any given year.

Position Control Actions

The Position Control Roster approved by City Council on June 12, 2012 serves as an important internal control tool for City Council to establish authorized positions for the City while enabling staff to manage within the authorized and funded approved positions. Position Control addresses career authorized positions and does not include temporary positions. See the narrative supporting the budget recommendations on pages 6 and 7 of this report for justification for the three positions referenced in the Position Control actions below. In addition, staff is requesting to retitle a position from Human Resources Technician to Senior Administrative Assistant, which remains in the same salary grade and has no fiscal impact.

Full Time Equivalent	Position Count	Department	Position
1	1	FASD	Budget Officer
1	1	FASD	Management Analyst (Time & Materials)
1	1	City Attorney	Senior Administrative Assistant (Risk Management)
-1	-1	HR	Human Resources Technician
1	1	HR	Senior Administrative Assistant

Summaries of Other Major Funds

- **Community Services District (CSD) Zone A – Parks & Community Services**

The revenues are tracking slightly ahead of expectations. The largest revenue sources are property tax and parcel fees, which are collected and remitted twice annually, in January and May 2013. Interest revenue is allocated based on investment pool returns and the CSD Zone A portion of the pool's earnings. The investment earnings show a positive 32% of the budget amount being allocated, while 25% of the year has lapsed. Charges for services are impacted by year-end accrual reversals. The revenues will normalize as the year progresses.

Expenses reflect 21% expended while 25% of the year has lapsed. This is consistent with expected first quarter performance, which also includes some accrual reversals for accrued expenses. Generally, costs are on track with expectations for the fund.

- **Community Services District (CSD) Zone L – Library**

The revenues are tracking slightly ahead of expectations. The largest revenue source is property taxes, which are collected and remitted twice annually, in January and May 2013. Generally, revenues would be at about 9% of the annual budgeted amount. The actual percent of revenues received is 11%, this is slightly better than previous years.

Expenses reflect 19% expended while 25% of the year has lapsed. This is consistent with expected first quarter performance, which also includes some accrual reversals for accrued expenses. Generally, costs are on track with expectations for the fund.

- **Gas Tax**

The revenues are consistent with expectations for the first quarter. The largest revenue source is gas taxes, which are collected and remitted by the State of California monthly. The percent received during the first quarter is impacted by accrual reversals for revenues received during July and August that are actually for the previous year. These

accrued revenues are reversed during the first quarter of the following year. Generally, revenues would be at about 9% of the annual budgeted amount. The actual percent of revenues received is 8.8%.

Expenses are also impacted by accruals for the prior year-end. Expenses are recorded as gas tax projects are completed and as programs are implemented. The operating programs are generally 15-21% of the annual budget. The largest expenditure from the Gas Tax fund is for Street Improvements. These costs will catch-up as the payments are recoded during the balance of the year.

- **Electric Utility**

The Electric Utility is showing strong revenue performance for the first quarter of FY 2012-13. The revenues for the quarter reflect that they are 41.2% of the entire annual budget. The first quarter includes the hot summer months and is routinely the best performing quarter of the year for revenues.

First quarter expenditures are historically about 21% of the annual budget. The current first quarter reflects expenses reached 23% of the annual budgeted amount. This is slightly ahead of previous years but is consistent with the increased usage represented by the higher revenues. Staff will monitor the expenses closely and provide a mid-year report in March 2013.

SUMMARY

The General Fund results for FY 2012-13 continue to be positive. This is a result of revenues out-performing budget by $0.4 million or 0.5%, while expenditures finished under-budget by $2.8 million or 3.4%. The net result was a use of fund balance of about $5.5 million instead of the planned $6.7 million.

General Fund revenues received through September 30th are meeting expectations based on historical experience. There are strong economic signs that certain key revenues will exceed expectations, but due to the periodic nature of the receipt of tax revenues, it is difficult to gauge this during the first three months of the fiscal year. Generally, expenditures are slightly below the expected expenditure pace for FY 2012-13. Therefore, although early in the fiscal year, results through the first quarter of FY 2012-13 are positive and indicate a stable outlook for the remainder of the fiscal year. As a result, no actions are recommended with respect to workforce reduction or other expenditure reductions, beyond the actions already approved and implemented through the adopted FY 2012-13 Budget.

Based on continued stability in the City's General Fund revenues, staff is recommending a limited number of budget changes in conjunction with the First Quarter Budget Report. Staff continues to "Stay the Course" with the Deficit Elimination Plan goals and results in eliminating the General Fund budget deficit. Staff is beginning to prepare the Three-Year Budget that will be for the periods FY 2013-14 through FY

2015-16. This three year budget plan will demonstrate the final delivery of a balanced General Fund.

Staff will prepare and present a comprehensive update to the Mid-Year FY 2012-13 Budget in March 2013. The Three-Year Recommended Budget will be discussed beginning in April 2013, with final City Council approval anticipated in June, 2013.

NOTIFICATION

None.

ATTACHMENTS

Attachment 1: FY 2012-13 1st Quarter Review and FY2011/12 Year-End Status Report
Attachment 2: Proposed Resolution – City Council
Attachment 3: Proposed Resolution – CSD
Attachment 4: Proposed Resolution – City Council as Successor Agency

Exhibit A: FY 2012-13 Proposed Budget Adjustments and Carryovers
Exhibit B: FY 2012-13 Proposed CIP Carryovers and Reappropriations

Prepared By:
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Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

Prepared By:
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Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

CITY OF MORENO VALLEY
GENERAL FUND
FY2012/13 1st Quarter Review and FY2011/12 Year End

Classification/Department		FY 2012-13 Budget	FY 2012-13 Actual	FY 2012-13 Variance	% of Actual from Budget	FY 2011-12 Budget	FY 2011-12 Actual	FY 2011-12 Variance	% of Actual from Budget
Revenue									
400000 - Taxes	401000 - Property Tax	23,200,000	389,434	(22,810,566)	1.7%	22,800,000	22,568,337	(231,663)	99.0%
	402000 - Sales Tax	13,800,000	661,854	(13,138,146)	4.8%	12,835,000	14,003,992	1,168,992	109.1%
	407000 - Utility Users Tax	16,060,000	2,413,347	(13,646,653)	15.0%	15,700,000	15,591,386	(108,614)	99.3%
	404000 - Other Taxes	2,330,000	182,489	(2,147,511)	7.8%	2,290,000	2,356,757	66,757	102.9%
400000 - Taxes Total		55,390,000	3,647,125	(51,742,875)	6.6%	53,625,000	54,520,473	895,473	101.7%
420555 - Licenses & Permits		1,531,800	326,277	(1,205,523)	21.3%	1,648,800	1,522,407	(126,393)	92.3%
440000 - Fines & Forfeitures		606,500	79,634	(526,866)	13.1%	591,500	648,185	56,685	109.6%
460000 - Use of Money & Property		3,296,300	800,524	(2,495,776)	24.3%	4,492,768	2,907,848	(1,584,920)	64.7%
480555 - Intergovernmental		241,000	6,141	(234,859)	2.5%	436,222	398,193	(38,029)	91.3%
500000 - Charges for Services		10,398,660	1,230,153	(9,168,507)	11.8%	10,415,100	11,623,542	1,208,442	111.6%
580000 - Miscellaneous Revenue		2,423,550	590,475	(1,833,075)	24.4%	2,542,145	2,490,237	(51,908)	98.0%
800000 - Transfers In		568,013	149,880	(418,133)	26.4%	539,656	539,656	-	100.0%
Revenue Total		**74,455,823**	**6,830,208**	**(67,625,615)**	9.2%	**74,291,191**	**74,650,540**	**359,349**	100.5%
Expense									
10 City Council		587,270	120,178	(467,092)	20.5%	577,150	553,199	(23,951)	95.9%
12 City Clerk		541,564	94,631	(446,933)	17.5%	543,007	513,232	(29,775)	94.5%
14 City Attorney		961,369	176,827	(784,542)	18.4%	928,169	819,361	(108,808)	88.3%
16 City Manager		1,411,408	312,816	(1,098,592)	22.2%	1,398,087	1,345,078	(53,009)	96.2%
18 Human Resources		859,424	161,819	(697,605)	18.8%	890,959	773,317	(117,642)	86.8%
20 Community & Economic Dev		6,738,801	1,404,413	(5,334,388)	20.8%	6,333,075	6,481,447	148,372	102.3%
30 Financial & Management Svcs		5,462,800	1,078,148	(4,384,652)	19.7%	5,215,910	5,103,339	(112,571)	97.8%
40 Fire		17,212,496	4,102,731	(13,109,765)	23.8%	16,277,418	15,109,475	(1,167,943)	92.8%
60 Police		40,440,398	12,197,453	(28,242,945)	30.2%	40,823,152	39,098,243	(1,724,909)	95.8%
70 Public Works		2,334,540	455,209	(1,879,331)	19.5%	2,287,897	2,109,338	(178,559)	92.2%
99 Non-Department		3,088,900	1,061,617	(2,027,283)	34.4%	7,684,113	8,244,307	560,194	107.3%
Expense Total		**79,638,970**	**21,165,842**	**(58,473,128)**	**26.6%**	**82,958,937**	**80,150,336**	**(2,808,601)**	**96.6%**
NET		**(5,183,147)**	**(14,335,634)**	**(9,152,487)**		**(8,667,746)**	**(5,499,796)**	**(3,167,950)**	

CITY OF MORENO VALLEY
ZONE A - Parks & Community Services
FY2012/13 1st Quarter Review and FY2011/12 Year End

Classification/Department		FY 2012-13 Budget	FY 2012-13 Actual	FY 2012-13 Variance	% of Actual from Budget	FY 2011-12 Budget	FY 2011-12 Actual	FY 2011-12 Variance	% of Actual from Budget
Revenue									
400000 - Taxes	401000 - Property Tax	1,695,100	70,206	(1,624,894)	4.1%	1,695,100	1,672,010	(23,090)	98.6%
	402000 - Sales Tax	-	-	-		-	-	-	
	407000 - Utility Users Tax	-	-	-		-	-	-	
	404000 - Other Taxes	-	-	-		-	-	-	
400000 - Taxes Total		1,695,100	70,206	(1,624,894)	4.1%	1,695,100	1,672,010	(23,090)	98.6%
420555 - Licenses & Permits		-	-	-		-	-	-	
440000 - Fines & Forfeitures		-	-	-		-	-	-	
460000 - Use of Money & Property		500,000	160,859	(339,141)	32.2%	500,000	605,581	105,581	121.1%
480555 - Intergovernmental		-	-	-		-	-	-	
500000 - Charges for Services		5,725,900	237,455	(5,488,445)	4.1%	5,703,900	6,288,337	584,437	110.2%
580000 - Miscellaneous Revenue		76,500	26,722	(49,778)	34.9%	26,500	54,208	27,708	204.6%
800000 - Transfers In		307,500	76,875	(230,625)	25.0%	307,500	307,500	-	100.0%
Revenue Total		**8,305,000**	**572,116**	**(7,732,884)**	6.9%	**8,233,000**	**8,927,636**	**694,636**	108.4%
Expense									
35010 Parks & Comm Svcs - Admin		549,901	125,166	424,735	22.8%	531,894	519,992	11,903	97.8%
35210 Park Maintenance - General		2,824,317	641,589	2,182,728	22.7%	2,797,243	2,684,012	113,231	96.0%
35211 Contract Park Maintenance		455,484	114,728	340,756	25.2%	452,347	388,868	63,479	86.0%
35212 Park Ranger Program		366,245	55,272	310,973	15.1%	349,721	366,228	(16,507)	104.7%
35213 Golf Course Program		292,438	46,971	245,467	16.1%	289,608	257,640	31,968	89.0%
35214 Parks Projects		169,612	32,953	136,659	19.4%	162,140	162,649	(509)	100.3%
35216 CFD#1		-	-	-		908,183	1,841	906,342	0.2%
35310 Senior Program		541,208	104,153	437,055	19.2%	530,129	525,716	4,413	99.2%
35311 Community Services		192,973	32,110	160,863	16.6%	188,285	161,798	26,487	85.9%
35312 Community Events		163,926	52,988	110,938	32.3%	262,652	137,843	124,809	52.5%
35313 Conf & Rec Cntr		558,119	108,703	449,416	19.5%	551,830	549,465	2,365	99.6%
35314 Conf & Rec Cntr - Banquet		283,014	52,644	230,370	18.6%	277,728	287,329	(9,601)	103.5%
35315 Recreation Programs		1,687,965	334,289	1,353,676	19.8%	1,637,920	1,514,313	123,607	92.5%
95011 Non-Dept Zone A Parks		410,300	68,382	341,918	16.7%	250,300	250,300	-	100.0%
Expense Total		**8,495,502**	**1,769,948**	**6,725,554**	**20.8%**	**9,189,980**	**7,807,996**	**1,381,984**	**85.0%**
NET		**(190,502)**	**(1,197,831)**	**(1,007,329)**		**(956,980)**	**1,119,641**	**2,076,621**	

CITY OF MORENO VALLEY
ZONE L - Library
FY2012/13 1st Quarter Review and FY2011/12 Year End

Classification/Department		FY 2012-13 Budget	FY 2012-13 Actual	FY 2012-13 Variance	% of Actual from Budget	FY 2011-12 Budget	FY 2011-12 Actual	FY 2011-12 Variance	% of Actual from Budget
Revenue									
400000 - Taxes	401000 - Property Tax	1,244,800	56,730	(1,188,070)	4.6%	1,244,800	1,349,972	105,172	108.4%
	402000 - Sales Tax	-	-	-		-	-	-	
	407000 - Utility Users Tax	-	-	-		-	-	-	
	404000 - Other Taxes	-	-	-		-	-	-	
400000 - Taxes Total		1,244,800	56,730	(1,188,070)	4.6%	1,244,800	1,349,972	105,172	108.4%
420555 - Licenses & Permits		-	-	-		-	-	-	
440000 - Fines & Forfeitures		60,600	8,745	(51,855)	14.4%	60,600	50,220	(10,380)	82.9%
460000 - Use of Money & Property		-	-	-		-	-	-	
480555 - Intergovernmental		-	-	-	0.0%	-	17,641	17,641	
500000 - Charges for Services		11,000	5,188	(5,812)	47.2%	11,000	19,419	8,419	176.5%
580000 - Miscellaneous Revenue		2,000	2,297	297	114.9%	23,415	22,725	(690)	97.1%
800000 - Transfers In		506,800	126,699	(380,101)	25.0%	346,800	346,800	-	100.0%
Revenue Total		**1,825,200**	**199,660**	**(1,625,540)**	10.9%	**1,686,615**	**1,806,776**	**120,161**	107.1%
Expense									
35110 Library		2,035,041	377,455	1,657,586	18.5%	2,016,462	1,950,861	65,601	96.7%
Expense Total		**2,035,041**	**377,455**	**1,657,586**	**18.5%**	**2,016,462**	**1,950,861**	**65,601**	**96.7%**
NET		**(209,841)**	**(177,795)**	**32,046**		**(329,847)**	**(144,084)**	**185,763**	

CITY OF MORENO VALLEY
Gas Tax
FY2012/13 1st Quarter Review and FY2011/12 Year End

Classification/Department		FY 2012-13 Budget	FY 2012-13 Actual	FY 2012-13 Variance	% of Actual from Budget	FY 2011-12 Budget	FY 2011-12 Actual	FY 2011-12 Variance	% of Actual from Budget
Revenue									
400000 - Taxes	401000 - Property Tax	-	-	-		-	-	-	
	402000 - Sales Tax	-	-	-		-	-	-	
	407000 - Utility Users Tax	-	-	-		-	-	-	
	404000 - Other Taxes	-	-	-		-	-	-	
	408000 - State Gasoline Tax	4,693,169	506,033	(4,187,136)	10.8%	4,693,169	4,138,712	(554,457)	88.2%
400000 - Taxes Total		4,693,169	506,033	(4,187,136)	10.8%	4,693,169	4,138,712	(554,457)	88.2%
420555 - Licenses & Permits		-	-	-		-	-	-	
440000 - Fines & Forfeitures		-	-	-		-	-	-	
460000 - Use of Money & Property		5,000	(810)	(5,810)	-16.2%	5,000	(802)	(5,802)	-16.0%
480555 - Intergovernmental		-	-	-		-	-	-	
500000 - Charges for Services		-	-	-		-	-	-	
580000 - Miscellaneous Revenue		1,411,000	4,336	(1,406,664)	0.3%	401,000	43,913	(357,087)	11.0%
800000 - Transfers In		160,000	39,999	(120,001)	25.0%	160,000	160,000	-	100.0%
Revenue Total		**6,269,169**	**549,558**	**(5,719,611)**	8.8%	**5,259,169**	**4,341,823**	**(917,346)**	82.6%
Expense									
45122	Public Works - Sign/Striping	960,771	175,733	785,038	18.3%	933,957	876,271	57,686	93.8%
45130	Crossing Guards	556,460	87,323	469,137	15.7%	517,279	565,314	(48,035)	109.3%
45220	Infrastructure Projects Eng	456,361	169,671	286,690	37.2%	430,975	418,755	12,220	97.2%
45311	Public Works - Street Maint	1,836,775	377,227	1,459,548	20.5%	1,862,197	1,831,066	31,131	98.3%
45312	Public Works - Concrete Maint	403,247	75,666	327,581	18.8%	387,737	360,278	27,459	92.9%
45314	Public Works - Graf Removal	377,834	59,275	318,559	15.7%	339,641	322,895	16,746	95.1%
45315	Public Works - Tree Trimming	429,367	90,354	339,013	21.0%	412,078	437,059	(24,981)	106.1%
80001	CIP - Street Improvements	15,071,000	38,054	15,032,946	0.3%	15,306,000	447,953	14,858,047	2.9%
80004	CIP - Drainage/Sewers/WaterLines	50,000	-	50,000	0.0%	-	-	-	
Expense Total		**20,141,815**	**1,073,303**	**19,068,512**	**5.3%**	**20,189,864**	**5,259,591**	**14,930,273**	**26.1%**
NET		**(13,872,646)**	**(523,745)**	**13,348,901**		**(14,930,695)**	**(917,768)**	**14,012,927**	

CITY OF MORENO VALLEY
Moreno Valley Utility
FY2012/13 1st Quarter Review and FY2011/12 Year End

Classification/Department		FY 2012-13 Budget	FY 2012-13 Actual	FY 2012-13 Variance	% of Actual from Budget	FY 2011-12 Budget	FY 2011-12 Actual	FY 2011-12 Variance	% of Actual from Budget
Revenue									
400000 - Taxes	401000 - Property Tax	-	-	-		-	-	-	
	402000 - Sales Tax	-	-	-		-	-	-	
	407000 - Utility Users Tax	-	-	-		-	-	-	
	404000 - Other Taxes	-	-	-		-	-	-	
400000 - Taxes Total		-	-	-		-	-	-	
420555 - Licenses & Permits		-	-	-		-	-	-	
440000 - Fines & Forfeitures		-	-	-		-	-	-	
460000 - Use of Money & Property		80,500	15,290	(65,210)	19.0%	80,500	140,019	59,519	173.9%
480555 - Intergovernmental		-	-	-		-	-	-	
500000 - Charges for Services		16,988,600	7,085,312	(9,903,288)	41.7%	16,988,600	16,778,766	(209,834)	98.8%
580000 - Miscellaneous Revenue		173,000	6,879	(166,121)	4.0%	173,000	112,965	(60,035)	65.3%
800000 - Transfers In		-	-	-		-	-	-	
Revenue Total		**17,242,100**	**7,107,480**	**(10,134,620)**	41.2%	**17,242,100**	**17,031,750**	**(210,350)**	98.8%
Expense									
45510 Electric Utility - General		14,693,462	3,445,249	11,248,213	23.4%	14,787,647	14,655,054	132,593	99.1%
45511 Public Purpose Program		400,000	-	400,000	0.0%	330,000	329,070	930	99.7%
80005 CIP - Electric Utility		125,939	-	125,939	0.0%	132,696	-	132,696	0.0%
96010 Non-Dept Electric		2,153,221	538,305	1,614,916	25.0%	2,153,221	2,153,221	-	100.0%
Expense Total		**17,372,622**	**3,983,554**	**13,389,068**	**22.9%**	**17,403,564**	**17,137,344**	**266,220**	**98.5%**
NET		**(130,522)**	**3,123,927**	**3,254,449**		**(161,464)**	**(105,594)**	**55,870**	

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MV00188263

Attachment 2

RESOLUTION NO. 2012-108

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE REVISED OPERATING BUDGET FOR FISCAL YEAR 2012/13

WHEREAS, the City Council approved the Operating and Capital Budgets for the City for Fiscal Year 2012/13, a copy of which, as may have been amended by the City Council, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the City Manager has heretofore submitted to the City Council proposed amendments to the Operating and Capital Budgets for the City for Fiscal Year 2012/13, a copy of which, as may have been amended by the City Council, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said proposed amendments to the Operating and Capital Budgets contains estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the City; and

WHEREAS, the said proposed amendments to the Operating and Capital Budgets contains the estimates of uses of fund balance as required to stabilize the delivery of City services during periods of operational deficits; and

WHEREAS, the City Council has made such revisions to the Proposed Revised Operating and Capital Budget as so desired; and

WHEREAS, the amended Operating and Capital Budgets, as herein approved, will enable the City Council to make adequate financial plans and will ensure that City officers can administer their respective functions in accordance with such plans.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The Proposed Amendments to the Operating and Capital Budgets, as Exhibits A and B to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the City Council, is hereby approved and adopted as part of the Annual Operating and Capital Budgets of the City of Moreno Valley for the Fiscal Year 2012/13.

2. The Proposed Amendments to Position Control included on page 10 of the staff report and as on file in the Office of the City Clerk, and as may have

been amended by the City Council, is hereby approved and adopted as part of the Approved Position Control of the City of Moreno Valley for the Fiscal Year 2012/13.

3. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal years.

4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 11th day of December, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-108 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of December, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00188267

CITY OF MORENO VALLEY
GENERAL FUND
FY2012/13 Proposed Budget Adjustments and Carryovers

Dept	Amended Budget	Proposed Adjustments	Description - Proposed Adjustments	Proposed Carryovers	Description - Proposed Carryovers	Revised Budget
City Council	$ 587,270	$ -	No Change	$ -	No Change	$ 587,270
City Clerk	541,564	-	No Change	-	No Change	541,564
City Attorney	961,369	-	No Change	-	No Change	961,369
City Manager	1,411,408	-	No Change	-	No Change	1,411,408
Human Resources	859,424	-	No Change	-	*Dept. Savings (120k) to transfer to Technology Svcs Fund for Payroll conversion consultant (shown in Non-Dept transfers out)*	859,424
Community & Economic Dev	6,738,801	-	No Change	36,000	* Building & Safety plan check services	6,774,801
Financial & Administrative Services	5,462,800	140,000	* Management Analyst for Developer Deposit Activities (50k - 6 months) - fee supported * Citywide Cost Allocation Plan Study (25k) * Budget Officer (65k - 6 months)	-	*Dept. Savings (118k) to transfer to Technology Svcs Fund for Payroll conversion consultant (shown in Non-Dept transfers out)*	5,602,800
Fire	17,212,496	-	No Change	-	No Change	17,212,496
Police	40,440,398	-	No Change	184,283	* To fund ballistic glass upgrade previously approved by Council; 84k will be reimbursed by Riverside County Asset Forfeiture Fund.	40,624,681
Public Works	2,334,540	-	No Change	-	No Change	2,334,540
Non-Dept	3,088,900	130,000	* Transfer to Library to cover 4.75% salary increase (69k) * Transfer to Stormwater Fund to cover NPDES permit fee increase (61k)	238,000	* Transfer to Technology Services Fund to cover HR-Payroll conversion consultant for ERP implementation; using savings from HR (120k) and FMS (118k).	3,456,900
TOTAL	**$ 79,638,970**	**$ 270,000**		**$ 458,283**		**$ 80,367,253**

CITY OF MORENO VALLEY
Non-General Fund Expenditure Provisions
FY2012/13 Proposed Adjustments and Carryovers

Dept/Fund	Amended Budget	Proposed Adjustments	Description - Proposed Adjustments	Proposed Carryovers	Description - Proposed Carryovers	Revised Budget
City Attorney						
7010 - General Liability (14020)	$ 1,318,852	$ 91,500	* Senior Admin Asst	$ -	No Change	$ 1,410,352
Community & Economic Dev						
2008 - Stormwater Management (20450)	581,609	-	No Change	61,000	* Transfer from General Fund for NPDES permit fee increase	642,609
2507- Neighborhood Stabilization Program (72701)	4,064,662	-	No Change	130,230	* Retail incentive programs and Employment resource center	4,194,892
2512 - CDBG (72611)	1,758,053	-	No Change	1,144,125	* Ongoing grant projects	2,902,178
Financial & Administrative Svcs						
3707 - Automall Ref. CFD #3 Debt Svc (93707)	393,500	285,000	* In accordance with the Bond Indenture, funds will be used for a bond call for CFD #3 utilizing available CFD funds.	-	No Change	678,500
7210 - Tech Svcs - Enterprise Applications (25410)	1,440,403	-	No Change	51,150	* For continuous support applications	
				238,000	* Transfer from General Fund savings for HR-Payroll conversion	1,729,553
7210 - Tech Svcs - Telecommunications (25412)	1,030,038	-	No Change	22,000	* Upgrade of telephone systems in City Hall 2nd Floor& Annex 4	1,052,038
7210 - Tech Svcs - GIS (25413)	694,180	-	No Change	225,000	* Replacement of GIS solution	919,180
7210 - Tech Svcs - Records Mgmt System (25452)	-	-	No Change	109,000	* Upgrade of records management system - City Clerk	109,000
Police						
2705 - DUI Awareness Grant (76112)	-	-	No Change	59,000	Ongoing approved grant	59,000
2705 - Avoid the 30 Program (76212)	-	-	No Change	9,500	Ongoing approved grant	9,500
2705 - Sobriety Checkpoint Mini-grant (76411)	153,000	-	No Change	26,000	Ongoing approved grant	179,000

CITY OF MORENO VALLEY
Non-General Fund Expenditure Provisions
FY2012/13 Proposed Adjustments and Carryovers

Public Works						
2000 - Gas Tax Fund (45311)	1,836,775	-	No Change	25,000	* Purchase of bus replacement	1,861,775
2001 - Measure A	16,882,170	-	* Reappropriation of CIP projects as a result of additional funding from the MV Ranch area deposit liability ($867,400); Request is to reappropriate $447,000 to other CIP projects & de-program $420,400 (return to fund balance). Reappropriation to the following: 1. Pavement & Rehab Slurry Seal Program ($130,000) 2. Alessandro Blvd Pavement Modification ($72,000) 3. Bike Lane Improvements ($84,000) 4. Traffic Signal Equipment, Upgrades ($161,000) The affected general ledger accounts will be adjusted to reflect the above change.			16,882,170
6010 - Electric Utility	14,693,462	187,500	* City Council approved the Integrated Generation Management Project Ice Bear Deployment Agreement between Southern California Public Power Authority and the Moreno Valley Electric Utility. City Council approved $62k for the 1st year of the program. Request to approve the remaining $187k in FY2012-13 to complete the implementation of the Ice Bear program.			14,880,962
TOTAL	**$ 44,846,704**	**$ 564,000**		**$ 2,100,005**		**$ 47,510,709**

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CSD Expenditure Provisions
FY2012/13 Proposed Adjustments and Carryovers

Administrative Services						-
Library	2,035,041	-	No Change	10,000	* To cover increases in subscription costs, books, delivery charges.	2,045,041
Parks						
5010 - Zone A Community Events (35312)	163,926	-	No Change	100,000	*To complete the purchase of equipment (sound system)	263,926
TOTAL	**$ 2,198,967**	**$ -**		**$ 110,000**		**$ 2,308,967**

CITY OF MORENO VALLEY
Capital Improvement Plan
FY2012/13 Proposed Carryovers & Reappropriations

Project/Fund	Amended Project Budget	Proposed Carryovers	Description - Proposed Carryovers	Revised Project Budget
8001 - CIP - Street Improvements				
1010 GENERAL FUND	$ 25,897	$ 5,641	Public Works -HLFV Interchngs	$ 31,538
2000 GAS TAX FUND	14,825,000	254,148	Nason/Cactus to Fir	15,079,148
2001 MEASURE "A" FUND	7,847,568	1,703,936	Annual Pavement Resurfacing	9,551,504
2002 PROP 42 REPLACEMENT FUNDS	50,000	23,049	Annual Pavement Resurfacing	73,049
2004 PROP 1B	-	71,724	Pavement Resurfacing	71,724
2512 COMM DEV BLK GRANTS (CDBG)	205,000	407,829	Dracaea Av/Perris Bl-Patricia	612,829
2800 SCAG ARTICLE 3 FUND	75,000	(4,615)	City Wide Pedestrian - SB821	70,385
3000 FACILITY CONST FUND	5,279,000	1,580,351	Nason/Cactus Street Improvements	6,859,351
3002 PW GENERAL CAPITAL PROJECTS FD	3,032,000	(597,549)	Nason/Cactus Street Improvements	2,434,451
3003 TUMF CAPITAL PROJECTS FUND	2,348,933	1,432,320	Route 60/Nason & Moreno Beach	3,781,253
3301 DIF ARTERIAL STREETS CAPITAL P	1,216,850	1,051,303	Nason/Cactus Street Improvements	2,268,153
3302 DIF TRAFFIC SIGNAL CAPITAL PRO	2,000	270,000	Nason/Cactus Street Improvements	272,000
3311 DIF INTERCHANGE IMPRV CAP PROJ	-	173,794	S/R-60/ Nason St Interchange	173,794
3401 2005 LEASE REV BONDS-CAP/ADMN	693,592	(630,501)	Sunnymd Blvd/Frederick- Perris	63,091
6020 2007 TAXABLE LEASE REV BONDS	913,845	(68,437)	Nason/Cactus Street Improvements	845,408
8002 - CIP - Bridges				
2001 MEASURE "A" FUND	1,064,183	1,451,292	Heacock St. Bridge/PVSD Latera	2,515,475
2004 PROP 1B	5,000	(1,438)	Bridge Repair Maint Program	3,562
3311 DIF INTERCHANGE IMPRV CAP PROJ	-	24,480	S/R-60/ Nason St O/C Bridge	24,480
8003 - CIP - Buildings				
3000 FACILITY CONST FUND	1,644,718	10,525	Civic Ctr Site Impr (Exterior)	1,655,243
3005 FIRE SERVICES CAP FUND	-	73,335	Highland Fire Station	73,335
3006 PARKS & RECREATION CAP PROJ FD	12,986	20,000	Roof Replmnt-Gatewy&Westbluff	32,986
3401 2005 LEASE REV BONDS-CAP/ADMN	788,000	20,941	P/S Bldg Conversion Phase 2	808,941
8004 - CIP - Drainage, Sewers, Waterlines				
3000 FACILITY CONST FUND	1,250,000	(641)	Heacock St Chan/ S of Cactus	1,249,359
3002 PW GENERAL CAPITAL PROJECTS FD	2,000	89,866	Ironwood Imp-Heacock to Perris	91,866
8005 - CIP - Electric Utility				
6010 ELECTRIC FUND	125,939	6,757	LRB Funded Utility Projects	132,696
6020 2007 TAXABLE LEASE REV BONDS	146,731	16,644	MVU-Nason Bridge Project	163,375

CITY OF MORENO VALLEY
Capital Improvement Plan
FY2012/13 Proposed Carryovers & Reappropriations

Project/Fund	Amended Project Budget	Proposed Carryovers	Description - Proposed Carryovers	Revised Project Budget
8007 - CIP - Parks				
3006 PARKS & RECREATION CAP PROJ FD	2,343,830	109,084	Community Park Renovation	2,452,914
8008 - CIP - Traffic Signals				
2001 MEASURE A	-	161,000	Traffic Signal Equipment Upgrades	161,000
2005 AIR QUALITY MGT FUND	57,064	184,199	Mo Val/ Riverside Intertie	241,263
3302 DIF TRAFFIC SIGNAL CAPITAL PRO	1,961,112	292,701	Lasselle/Margaret T/S	2,253,813
8009 - CIP - Underground Utilities				
7210 TECH SVCS FUND (ADMIN/OPER)	185,137	(43,397)	Citywide Fiber Optic Comm Exp	141,740
8010 - CIP - Other				
7210 TECH SVCS FUND (ADMIN/OPER)	-	1,873,906	Citywide Camera Surveillance	1,873,906
TOTAL	**$ 46,101,385**	**$ 9,962,247**		**$ 56,063,632**

MORENO VALLEY COMMUNITY SERVICES DISTRICT
Capital Improvement Plan
FY2012/13 Proposed Carryovers

Project/Fund	Amended Project Budget	Proposed Carryovers	Description - Proposed Carryovers	Revised Project Budget
8007 - CIP - Parks				
5113 CFD#1	91,000	5,000	Shadow Mtn Park Fencing	96,000
TOTAL	**$ 91,000**	**$ 5,000**		**$ 96,000**

CITY AS SUCCESSOR AGENCY FOR THE RDA OF THE CITY OF MORENO VALLEY
Capital Improvement Plan
FY2012/13 Proposed Carryovers

Project/Fund	Amended Project Budget	Proposed Carryovers	Description - Proposed Carryovers	Revised Project Budget
8001 - CIP - Street Improvements				
4820 SUCCESSOR AGENCY CAP PROJ	4,581,000	935,256	Sunnymead Blvd	5,516,256
4821 SUCCESSOR AGNCY 2007 TABS A CAP	5,681,800	393,954	Day St./Aless Blvd to Cottonwd	6,075,754
8002 - CIP - Bridges				
4821 SUCCESSOR AGNCY 2007 TABS A CAP	12,088,365	(602,174)	Nason/SR-60 Bridge	11,486,191
8003 - CIP - Buildings				
4821 SUCCESSOR AGNCY 2007 TABS A CAP	900,000	2,288,123	Morrison Park Fire Station 107	3,188,123
8004 - CIP - Drainage, Sewers, Waterlines				
4820 SUCCESSOR AGENCY CAP PROJ	80,000	(16,045)	Storm Drain/Day S of Cottnwd	63,955
4821 SUCCESSOR AGNCY 2007 TABS A CAP	135,945	84,980	Indian Basin, Appurtenant S/D	220,925
TOTAL	**$ 23,467,110**	**$ 3,084,094**		**$ 26,551,204**

RESOLUTION NO. CSD 2012-23

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, ADOPTING THE REVISED OPERATING BUDGET FOR FISCAL YEAR 2012/13

WHEREAS, the President and Board Members of the Moreno Valley Community Services District approved the Operating and Capital Budgets for the District for Fiscal Year 2012/13, a copy of which, as may have been amended by the District's Board of Directors, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the City Manager has heretofore submitted to the President and Board Members of the Moreno Valley Community Services District proposed amendments to the Operating and Capital Budgets for the District for Fiscal Year 2012/13, a copy of which, as may have been amended by the District's Board of Directors, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed Revised Operating Budget contains estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the Community Services District; and

WHEREAS, the said Proposed Revised Operating Budget contains the estimates of uses of fund balance as required to stabilize the delivery of City; and

WHEREAS, the President and Board of Directors have made such revisions to the Proposed Revised Operating Budget as so desired; and

WHEREAS, the Proposed Revised Operating Budget, as herein approved, will enable the Community Services District to make adequate financial plans and will ensure that District officers can administer their respective functions in accordance with such plans.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

1. The Proposed Amendments to the Operating and Capital Budgets, as Exhibits A and B to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the Community Services District's Board of Directors, is hereby approved and adopted as part of the Annual Operating and Capital Budgets of the Moreno Valley Community Services District for the Fiscal Year 2012/13.

2. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal year.

3. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 11th day of December, 2012.

_____
Mayor of the City of Moreno Valley
Acting in the capacity of President
of the Moreno Valley
Community Services District

ATTEST:

_____
City Clerk, acting in the capacity
of Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Moreno Valley
Community Services District

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2012-23 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 11th day of December, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

_____

SECRETARY

(SEAL)

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MV00188279

CITY OF MORENO VALLEY
GENERAL FUND
FY2012/13 Proposed Budget Adjustments and Carryovers

Dept	Amended Budget	Proposed Adjustments	Description - Proposed Adjustments	Proposed Carryovers	Description - Proposed Carryovers	Revised Budget
City Council	$ 587,270	$ -	No Change	$ -	No Change	$ 587,270
City Clerk	541,564	-	No Change	-	No Change	541,564
City Attorney	961,369	-	No Change	-	No Change	961,369
City Manager	1,411,408	-	No Change	-	No Change	1,411,408
Human Resources	859,424	-	No Change	-	*Dept. Savings (120k) to transfer to Technology Svcs Fund for Payroll conversion consultant (shown in Non-Dept transfers out)*	859,424
Community & Economic Dev	6,738,801	-	No Change	36,000	* Building & Safety plan check services	6,774,801
Financial & Administrative Services	5,462,800	140,000	* Management Analyst for Developer Deposit Activities (50k - 6 months) - fee supported * Citywide Cost Allocation Plan Study (25k) * Budget Officer (65k - 6 months)	-	*Dept. Savings (118k) to transfer to Technology Svcs Fund for Payroll conversion consultant (shown in Non-Dept transfers out)*	5,602,800
Fire	17,212,496	-	No Change	-	No Change	17,212,496
Police	40,440,398	-	No Change	184,283	* To fund ballistic glass upgrade previously approved by Council; 84k will be reimbursed by Riverside County Asset Forfeiture Fund.	40,624,681
Public Works	2,334,540	-	No Change	-	No Change	2,334,540
Non-Dept	3,088,900	130,000	* Transfer to Library to cover 4.75% salary increase (69k) * Transfer to Stormwater Fund to cover NPDES permit fee increase (61k)	238,000	* Transfer to Technology Services Fund to cover HR-Payroll conversion consultant for ERP implementation; using savings from HR (120k) and FMS (118k).	3,456,900
TOTAL	**$ 79,638,970**	**$ 270,000**		**$ 458,283**		**$ 80,367,253**

CITY OF MORENO VALLEY
Non-General Fund Expenditure Provisions
FY2012/13 Proposed Adjustments and Carryovers

Dept/Fund	Amended Budget	Proposed Adjustments	Description - Proposed Adjustments	Proposed Carryovers	Description - Proposed Carryovers	Revised Budget
City Attorney						
7010 - General Liability (14020)	$ 1,318,852	$ 91,500	* Senior Admin Asst	$ -	No Change	$ 1,410,352
Community & Economic Dev						
2008 - Stormwater Management (20450)	581,609	-	No Change	61,000	* Transfer from General Fund for NPDES permit fee increase	642,609
2507- Neighborhood Stabilization Program (72701)	4,064,662	-	No Change	130,230	* Retail incentive programs and Employment resource center	4,194,892
2512 - CDBG (72611)	1,758,053	-	No Change	1,144,125	* Ongoing grant projects	2,902,178
Financial & Administrative Svcs						
3707 - Automall Ref. CFD #3 Debt Svc (93707)	393,500	285,000	* In accordance with the Bond Indenture, funds will be used for a bond call for CFD #3 utilizing available CFD funds.	-	No Change	678,500
7210 - Tech Svcs - Enterprise Applications (25410)	1,440,403	-	No Change	51,150	* For continuous support applications	
				238,000	* Transfer from General Fund savings for HR-Payroll conversion	1,729,553
7210 - Tech Svcs - Telecommunications (25412)	1,030,038	-	No Change	22,000	* Upgrade of telephone systems in City Hall 2nd Floor& Annex 4	1,052,038
7210 - Tech Svcs - GIS (25413)	694,180	-	No Change	225,000	* Replacement of GIS solution	919,180
7210 - Tech Svcs - Records Mgmt System (25452)	-	-	No Change	109,000	* Upgrade of records management system - City Clerk	109,000
Police						
2705 - DUI Awareness Grant (76112)	-	-	No Change	59,000	Ongoing approved grant	59,000
2705 - Avoid the 30 Program (76212)	-	-	No Change	9,500	Ongoing approved grant	9,500
2705 - Sobriety Checkpoint Mini-grant (76411)	153,000	-	No Change	26,000	Ongoing approved grant	179,000

CITY OF MORENO VALLEY
Non-General Fund Expenditure Provisions
FY2012/13 Proposed Adjustments and Carryovers

Public Works						
2000 - Gas Tax Fund (45311)	1,836,775	-	No Change	25,000	* Purchase of bus replacement	1,861,775
2001 - Measure A	16,882,170	-	* Reappropriation of CIP projects as a result of additional funding from the MV Ranch area deposit liability ($867,400); Request is to reappropriate $447,000 to other CIP projects & de-program $420,400 (return to fund balance). Reappropriation to the following: 1. Pavement & Rehab Slurry Seal Program ($130,000) 2. Alessandro Blvd Pavement Modification ($72,000) 3. Bike Lane Improvements ($84,000) 4. Traffic Signal Equipment, Upgrades ($161,000) The affected general ledger accounts will be adjusted to reflect the above change.			16,882,170
6010 - Electric Utility	14,693,462	187,500	* City Council approved the Integrated Generation Management Project Ice Bear Deployment Agreement between Southern California Public Power Authority and the Moreno Valley Electric Utility. City Council approved $62k for the 1st year of the program. Request to approve the remaining $187k in FY2012-13 to complete the implementation of the Ice Bear program.			14,880,962
TOTAL	**$ 44,846,704**	**$ 564,000**		**$ 2,100,005**		**$ 47,510,709**

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CSD Expenditure Provisions
FY2012/13 Proposed Adjustments and Carryovers

Administrative Services						-
Library	2,035,041	-	No Change	10,000	* To cover increases in subscription costs, books, delivery charges.	2,045,041
Parks						
5010 - Zone A Community Events (35312)	163,926	-	No Change	100,000	*To complete the purchase of equipment (sound system)	263,926
TOTAL	**$ 2,198,967**	**$ -**		**$ 110,000**		**$ 2,308,967**

CITY OF MORENO VALLEY
Capital Improvement Plan
FY2012/13 Proposed Carryovers & Reappropriations

Project/Fund	Amended Project Budget	Proposed Carryovers	Description - Proposed Carryovers	Revised Project Budget
8001 - CIP - Street Improvements				
1010 GENERAL FUND	$ 25,897	$ 5,641	Public Works -HLFV Interchngs	$ 31,538
2000 GAS TAX FUND	14,825,000	254,148	Nason/Cactus to Fir	15,079,148
2001 MEASURE "A" FUND	7,847,568	1,703,936	Annual Pavement Resurfacing	9,551,504
2002 PROP 42 REPLACEMENT FUNDS	50,000	23,049	Annual Pavement Resurfacing	73,049
2004 PROP 1B	-	71,724	Pavement Resurfacing	71,724
2512 COMM DEV BLK GRANTS (CDBG)	205,000	407,829	Dracaea Av/Perris Bl-Patricia	612,829
2800 SCAG ARTICLE 3 FUND	75,000	(4,615)	City Wide Pedestrian - SB821	70,385
3000 FACILITY CONST FUND	5,279,000	1,580,351	Nason/Cactus Street Improvements	6,859,351
3002 PW GENERAL CAPITAL PROJECTS FD	3,032,000	(597,549)	Nason/Cactus Street Improvements	2,434,451
3003 TUMF CAPITAL PROJECTS FUND	2,348,933	1,432,320	Route 60/Nason & Moreno Beach	3,781,253
3301 DIF ARTERIAL STREETS CAPITAL P	1,216,850	1,051,303	Nason/Cactus Street Improvements	2,268,153
3302 DIF TRAFFIC SIGNAL CAPITAL PRO	2,000	270,000	Nason/Cactus Street Improvements	272,000
3311 DIF INTERCHANGE IMPRV CAP PROJ	-	173,794	S/R-60/ Nason St Interchange	173,794
3401 2005 LEASE REV BONDS-CAP/ADMN	693,592	(630,501)	Sunnymd Blvd/Frederick- Perris	63,091
6020 2007 TAXABLE LEASE REV BONDS	913,845	(68,437)	Nason/Cactus Street Improvements	845,408
8002 - CIP - Bridges				
2001 MEASURE "A" FUND	1,064,183	1,451,292	Heacock St. Bridge/PVSD Latera	2,515,475
2004 PROP 1B	5,000	(1,438)	Bridge Repair Maint Program	3,562
3311 DIF INTERCHANGE IMPRV CAP PROJ	-	24,480	S/R-60/ Nason St O/C Bridge	24,480
8003 - CIP - Buildings				
3000 FACILITY CONST FUND	1,644,718	10,525	Civic Ctr Site Impr (Exterior)	1,655,243
3005 FIRE SERVICES CAP FUND	-	73,335	Highland Fire Station	73,335
3006 PARKS & RECREATION CAP PROJ FD	12,986	20,000	Roof Replmnt-Gatewy&Westbluff	32,986
3401 2005 LEASE REV BONDS-CAP/ADMN	788,000	20,941	P/S Bldg Conversion Phase 2	808,941
8004 - CIP - Drainage, Sewers, Waterlines				
3000 FACILITY CONST FUND	1,250,000	(641)	Heacock St Chan/ S of Cactus	1,249,359
3002 PW GENERAL CAPITAL PROJECTS FD	2,000	89,866	Ironwood Imp-Heacock to Perris	91,866
8005 - CIP - Electric Utility				
6010 ELECTRIC FUND	125,939	6,757	LRB Funded Utility Projects	132,696
6020 2007 TAXABLE LEASE REV BONDS	146,731	16,644	MVU-Nason Bridge Project	163,375

CITY OF MORENO VALLEY
Capital Improvement Plan
FY2012/13 Proposed Carryovers & Reappropriations

Project/Fund	Amended Project Budget	Proposed Carryovers	Description - Proposed Carryovers	Revised Project Budget
8007 - CIP - Parks				
3006 PARKS & RECREATION CAP PROJ FD	2,343,830	109,084	Community Park Renovation	2,452,914
8008 - CIP - Traffic Signals				
2001 MEASURE A	-	161,000	Traffic Signal Equipment Upgrades	161,000
2005 AIR QUALITY MGT FUND	57,064	184,199	Mo Val/ Riverside Intertie	241,263
3302 DIF TRAFFIC SIGNAL CAPITAL PRO	1,961,112	292,701	Lasselle/Margaret T/S	2,253,813
8009 - CIP - Underground Utilities				
7210 TECH SVCS FUND (ADMIN/OPER)	185,137	(43,397)	Citywide Fiber Optic Comm Exp	141,740
8010 - CIP - Other				
7210 TECH SVCS FUND (ADMIN/OPER)	-	1,873,906	Citywide Camera Surveillance	1,873,906
TOTAL	**$ 46,101,385**	**$ 9,962,247**		**$ 56,063,632**

MORENO VALLEY COMMUNITY SERVICES DISTRICT
Capital Improvement Plan
FY2012/13 Proposed Carryovers

Project/Fund	Amended Project Budget	Proposed Carryovers	Description - Proposed Carryovers	Revised Project Budget
8007 - CIP - Parks				
5113 CFD#1	91,000	5,000	Shadow Mtn Park Fencing	96,000
TOTAL	**$ 91,000**	**$ 5,000**		**$ 96,000**

CITY AS SUCCESSOR AGENCY FOR THE RDA OF THE CITY OF MORENO VALLEY
Capital Improvement Plan
FY2012/13 Proposed Carryovers

Project/Fund	Amended Project Budget	Proposed Carryovers	Description - Proposed Carryovers	Revised Project Budget
8001 - CIP - Street Improvements				
4820 SUCCESSOR AGENCY CAP PROJ	4,581,000	935,256	Sunnymead Blvd	5,516,256
4821 SUCCESSOR AGNCY 2007 TABS A CAP	5,681,800	393,954	Day St./Aless Blvd to Cottonwd	6,075,754
8002 - CIP - Bridges				
4821 SUCCESSOR AGNCY 2007 TABS A CAP	12,088,365	(602,174)	Nason/SR-60 Bridge	11,486,191
8003 - CIP - Buildings				
4821 SUCCESSOR AGNCY 2007 TABS A CAP	900,000	2,288,123	Morrison Park Fire Station 107	3,188,123
8004 - CIP - Drainage, Sewers, Waterlines				
4820 SUCCESSOR AGENCY CAP PROJ	80,000	(16,045)	Storm Drain/Day S of Cottnwd	63,955
4821 SUCCESSOR AGNCY 2007 TABS A CAP	135,945	84,980	Indian Basin, Appurtenant S/D	220,925
TOTAL	**$ 23,467,110**	**$ 3,084,094**		**$ 26,551,204**

MV00188287

RESOLUTION NO. SA 2012-109

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY SERVING AS SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE REVISED OPERATING BUDGET FOR FISCAL YEAR 2012/13

WHEREAS, the City Council approved the Capital Budget for the City of Moreno Valley Serving as Successor Agency for Fiscal Year 2012/13, a copy of which, as may have been amended by the City Council, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the City Manager has heretofore submitted to the City Council proposed amendments to the Capital Budget for the City for Fiscal Year 2012/13, a copy of which, as may have been amended by the City Council, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said proposed amendments to the Capital Budget contains estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the City; and

WHEREAS, the said proposed amendments to the Capital Budget contains the estimates of uses of fund balance as required to stabilize the delivery of City services during periods of operational deficits; and

WHEREAS, the City Council has made such revisions to the Proposed Revised Budget as so desired; and

WHEREAS, the amended Capital Budget, as herein approved, will enable the City Council to make adequate financial plans and will ensure that City officers can administer their respective functions in accordance with such plans.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, SERVING AS THE SUCCESSOR AGENCY, DOES HEREBY RESOLVE AS FOLLOWS:

1. The Proposed Amendments to the Capital Budget, as Exhibit B to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the City Council, is hereby approved and adopted as part of the Annual Operating and Capital Budgets of the City of Moreno Valley for the Fiscal Year 2012/13.

2. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal years.

3. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 11th day of December, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. SA 2012-109 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of December, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00188291

CITY OF MORENO VALLEY
Capital Improvement Plan
FY2012/13 Proposed Carryovers & Reappropriations

Project/Fund	Amended Project Budget	Proposed Carryovers	Description - Proposed Carryovers	Revised Project Budget
8001 - CIP - Street Improvements				
1010 GENERAL FUND	$ 25,897	$ 5,641	Public Works -HLFV Interchngs	$ 31,538
2000 GAS TAX FUND	14,825,000	254,148	Nason/Cactus to Fir	15,079,148
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3302 DIF TRAFFIC SIGNAL CAPITAL PRO	2,000	270,000	Nason/Cactus Street Improvements	272,000
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CITY OF MORENO VALLEY
Capital Improvement Plan
FY2012/13 Proposed Carryovers & Reappropriations

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8010 - CIP - Other				
7210 TECH SVCS FUND (ADMIN/OPER)	-	1,873,906	Citywide Camera Surveillance	1,873,906
TOTAL	**$ 46,101,385**	**$ 9,962,247**		**$ 56,063,632**

MORENO VALLEY COMMUNITY SERVICES DISTRICT
Capital Improvement Plan
FY2012/13 Proposed Carryovers

Project/Fund	Amended Project Budget	Proposed Carryovers	Description - Proposed Carryovers	Revised Project Budget
8007 - CIP - Parks				
5113 CFD#1	91,000	5,000	Shadow Mtn Park Fencing	96,000
TOTAL	**$ 91,000**	**$ 5,000**		**$ 96,000**

CITY AS SUCCESSOR AGENCY FOR THE RDA OF THE CITY OF MORENO VALLEY
Capital Improvement Plan
FY2012/13 Proposed Carryovers

Project/Fund	Amended Project Budget	Proposed Carryovers	Description - Proposed Carryovers	Revised Project Budget
8001 - CIP - Street Improvements				
4820 SUCCESSOR AGENCY CAP PROJ	4,581,000	935,256	Sunnymead Blvd	5,516,256
4821 SUCCESSOR AGNCY 2007 TABS A CAP	5,681,800	393,954	Day St./Aless Blvd to Cottonwd	6,075,754
8002 - CIP - Bridges				
4821 SUCCESSOR AGNCY 2007 TABS A CAP	12,088,365	(602,174)	Nason/SR-60 Bridge	11,486,191
8003 - CIP - Buildings				
4821 SUCCESSOR AGNCY 2007 TABS A CAP	900,000	2,288,123	Morrison Park Fire Station 107	3,188,123
8004 - CIP - Drainage, Sewers, Waterlines				
4820 SUCCESSOR AGENCY CAP PROJ	80,000	(16,045)	Storm Drain/Day S of Cottnwd	63,955
4821 SUCCESSOR AGNCY 2007 TABS A CAP	135,945	84,980	Indian Basin, Appurtenant S/D	220,925
TOTAL	**$ 23,467,110**	**$ 3,084,094**		**$ 26,551,204**

MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
December 11, 2012

CALL TO ORDER

SPECIAL PRESENTATIONS

1. A Child's Place and THINK Together Holiday Singers

2. Recycling All-Star Awards Presented by Waste Management - The Lasselle Place, O'Brien Family, and Blow Family

3. Employee of the Quarter Recognition, 3rd Quarter 2012
   Public Works' Maintenance & Operations Division

4. Business Spotlight

   a) McDonald's Restaurant

   b) Chicago Pasta House

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:30 PM
December 11, 2012

CALL TO ORDER

The Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority and the Board of Library Trustees was called to order at 6:33 p.m. by Mayor Richard A. Stewart in the Council Chamber located at 14177 Frederick Street

Mayor Richard A. Stewart announced that the City Council receives a separate stipend for CSD meetings.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Marcelo Co

INVOCATION - Deacon Richard Heames, St. Patrick Catholic Church

ROLL CALL

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Council Member
Marcelo Co	Council Member

Absent:

William H. Batey II	Mayor Pro Tem
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk

MV00188713

Henry T. Garcia	City Manager
Richard Teichert	Financial and Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Assistant City Manager
Joel Ontiveros	Police Chief
Mike Smith	Fire Department
Ahmad Ansari	Public Works Director
Barry Foster	Community and Economic Development Director
Tom DeSantis	Human Resources Director
Mike McCarty	Parks & Community Services Director
Michele Patterson	Assistant to the City Manager
Dante Hall	Business Support & Neighborhood Programs Administrator

Mayor Richard A. Stewart announced that the public comments on matters not on the agenda will be held after Item 3, City Council Reorganization.

SPECIAL ORDER OF BUSINESS

1 RESOLUTION NO. 2012-96 CERTIFYING GENERAL MUNICIPAL ELECTION RESULTS
(Report of: City Clerk Department)

Recommendation:
Adopt Resolution No. 2012-96 reciting the facts of the General Municipal Election held November 6, 2012, declaring the result and such other matters as provided by law.

Resolution No. 2012-96

A Resolution of the City Council of the City of Moreno Valley, California, Reciting the Facts of the General Municipal Election held November 6, 2012, Declaring the Results and such Other Matters as Provided by Law

Mayor Richard A. Stewart opened the agenda item for public comments; there being none, public comments were closed.

Motion to Approve by m/Council Member Jesse L. Molina, s/Council Member Marcelo Co

Approved by a vote of 3-0, Mayor Pro Tem William H. Batey and Council Member Robin L. Hastings absent.

2 SWEARING-IN OF COUNCIL MEMBERS ELECT

Mayor Richard A. Stewart opened the agenda item for public comments,

MV00188714

which were received from Gil Navarro, Pete Bleckert, Pete Bleckert on behalf of Ray Hosman, and Danny Morales.

City Clerk Jane Halstead swore in Council Member Jesse L. Molina and Council Member Owings. Judge Jorge Hernandez swore in Council Member Victoria Baca.

3 CITY COUNCIL REORGANIZATION – MAYOR AND MAYOR PRO TEM
(Report of: City Clerk Department)

Recommendations That the City Council:
Conduct the reorganization of the City Council by selecting two Council Members to serve one-year terms respectively as Mayor and Mayor Pro Tem.

Mayor Richard A. Stewart opened the agenda item for public comments; there being none, public comments were closed.

Motion to conduct the selection process by voice vote by m/Mayor Richard A. Stewart, s/Council Member Victoria Baca

Approved by a vote of 5-0.

The City Clerk opened nominations for Mayor.

Mayor Richard A. Stewart nominated Council Member Tom Owings for mayor; seconded by Council Member Jesse L. Molina.

Victoria Baca nominated Council Member Jesse L. Molina.

Motion to Close nominations by m/Mayor Richard A. Stewart, s/Council Member Tom Owings

Approved by a vote of 5-0.

Roll call for Motion to select Council Member Tom Owings as Mayor.

Approved by a vote of 4-1, Council Member Baca opposed.

Roll call for Motion to select Council Member Jesse L. Molina as Mayor.

Motion Failed by a vote of 1-4. Council Member Marcelo Co, Council Member Jesse L. Molina and Mayor Richard A. Stewart opposed.

MV00188715

The City Clerk announced that Council Member Tom Owings was selected as Mayor.

The City Clerk opened nominations for Mayor Pro Tem.

Mayor Richard A. Stewart nominated Council Member Marcelo Co for Mayor Pro Tem; seconded by Council Member Jesse L. Molina

Motion to Close nominations by m/Council Member Tom Owings, s/Mayor Richard A. Stewart

Approved by a vote of 5-0.

Roll Call for Motion to Select Council Member Marcelo Co as Mayor Pro Tem

Approved by a vote of 5-0.

The City Clerk announced that Council Member Marcelo Co was selected as Mayor Pro Tem.

Public Comments were taken after conclusion of Item No. 3.

Recess;
Reconvened

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Richard A. Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Pete Bleckert (Item A10).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF NOVEMBER 27, 2012 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

MV00188716

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of November 21 – December 4, 2012.

A.4 AWARD CONSTRUCTION CONTRACT TO SEQUEL CONTRACTORS, INC. FOR THE ALESSANDRO BOULEVARD IMPROVEMENTS AT INDIAN STREET, PROJECT NO. 801 0041 70 77-2002
(Report of: Public Works Department)

Recommendations

1. Award the construction contract to Sequel Contractors, Inc., 13546 Imperial Hwy., Santa Fe Springs, CA 90670, to the lowest responsible bidder, for the construction of Alessandro Boulevard Improvements at Indian Street.

2. Authorize the City Manager to execute the Agreement with Sequel Contractors, Inc.

3. Authorize the issuance of a Purchase Order to Sequel Contractors, Inc. for $309,608.18 ($269,224.50 base bid amount plus 15% contingency) when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Sequel Contractors, Inc. up to, but not to exceed, the contingency amount of $40,383.68, subject to the approval of the City Attorney.

5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained system, and release the retention to Sequel Contractors, Inc., if no claims are filed against the project.

A.5 AWARD CONSTRUCTION CONTRACT TO C & C GRADING & PAVING, INC. FOR THE STREET IMPROVEMENT PROGRAM, KENTLAND LANE SOUTH OF EUCALYPTUS AVENUE, WILSON PLACE AND KENNY DRIVE, PROJECT NO. 801 0011 70 77
(Report of: Public Works Department)

Recommendations

1. Award the construction contract for $243,613.96 to C & C Grading & Paving, Inc., P.O. Box 251, Temecula, CA 92593, the lowest

MV00188717

responsible bidder, for construction of the Street Improvement Program, Kentland Lane south of Eucalyptus Avenue, Wilson Place and Kenny Drive.

2. Authorize the City Manager to execute the Agreement with C & C Grading & Paving, Inc.

3. Authorize the issuance of a Purchase Order to C & C Grading & Paving, Inc. for $292,336.75 ($243,613.96 bid plus 20% contingency) when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with C & C Grading & Paving, Inc. up to, but not exceeding, the contingency amount of $48,722.79, subject to the approval of the City Attorney.

5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained system, and release the retention to C & C Grading & Paving, Inc., if no claims are filed against the project.

A.6 MORENO VALLEY RANCH SPECIFIC PLAN 193 – EXONERATE FAITHFUL PERFORMANCE BOND AND MATERIAL & LABOR BOND FOR LANDSCAPE AND IRRIGATION IMPROVEMENTS FOR PLANNING AREA 32 (TRACT 32144), IRIS AVENUE FRONTAGE AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE LANDSCAPE AND IRRIGATION IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF IRIS AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM
(Report of: Community & Economic Development Department)

Recommendations

1. Adopt the Resolution No. 2012-97 authorizing the acceptance of the landscape and irrigation improvements within Planning Area 32 (Tract 32144), Iris Avenue Frontage as complete and accepting the portion of Iris Avenue associated with the project into the City's maintained street system.

   Resolution No. 2012-97

   A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Landscape and Irrigation Improvements as Complete Within Planning Area 32 (Tract 32144), Iris Avenue Frontage and Accepting the Portion of Iris Avenue Associated with the Project into the City's Maintained Street

MV00188718

System

2. Authorize the City Engineer to exonerate the Faithful Performance Bond in the amount of $142,710 and exonerate the Material & Labor Bond in the amount of $71,355 for landscape and irrigation improvements.

A.7 RECEIVE THE ANNUAL REPORT ON DEVELOPMENT IMPACT FEES FOR FISCAL YEAR 2011-12
(Report of: Financial & Administrative Services Department)

Recommendations

1. Approve and accept the Annual Report on Development Impact Fees in compliance with California Government Code Section 66006.

2. Approve the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees.

A.8 NOTICE OF COMPLETION AND ACCEPTANCE OF THE MORRISON PARK FIRE STATION (FIRE STATION NO. 99), PROJECT NO. 803 0013 70 77 (FORMERLY 11-43472527)
(Report of: Public Works Department)

Recommendations

1. Accept the work as complete for construction of the Morrison Park Fire Station (Fire Station 107), constructed by Silver Creek Industries, 195 East Morgan Street, Perris, CA 92571.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code.

3. Authorize the Financial and Administrative Services Director to release the retention to Silver Creek Industries thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project.

4. Accept the improvements into the City's maintained building system.

A.9 PA04-0104, TM 32625 - ACCEPT TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) REIMBURSEMENT AGREEMENT #T06-002. MERITAGE HOMES OF CALIFORNIA, INC. CORONA, CA 92879
(Report of: Community & Economic Development Department)

Recommendations

1. Accept the Transportation Uniform Mitigation Fee (TUMF)

MV00188719

Reimbursement Agreement for PA04-0104, TM 32625 for qualifying public improvements on Redlands Boulevard.

2. Authorize the Mayor to execute the Agreement.

3. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.

A.10 APPROVE RESOLUTION 2012-98 DIRECTING MORENO VALLEY UTILITY TO USE THE ALLOWANCE REVENUE FROM THE CALIFORNIA CAP-AND-TRADE PROGRAM AUCTION SOLELY TO BENEFIT ITS RETAIL ELECTRICITY CUSTOMERS
(Report of: Public Works Department)

Recommendation:
Approve Resolution No. 2012-98 directing Moreno Valley Utility to use the allowance revenue from the California Cap-and-Trade Program auction solely to benefit its retail electricity customers.

Resolution No. 2012-98

A Resolution of the City Council of the City of Moreno Valley, California, Directing Moreno Vallley Utility to use the Allowance Revenue from the California Cap-and-Trade Program Auction Solely to Benefit Retail Electricity Customers

A.11 AUTHORIZATION TO ISSUE PURCHASE ORDER TO SOUTHERN CALIFORNIA EDISON (SCE) FOR ENGINEERING OF THE SCE RULE 20B UNDERGROUNDING FOR THE NASON STREET FROM CACTUS AVENUE TO FIR AVENUE IMPROVEMENT PROJECT
PROJECT NO. 801 0001 70 77
(Report of: Public Works Department)

Recommendations
1. Authorize the issuance of a Purchase Order to SCE in the amount of $144,000 ($120,000 plus 20% contingency) from Account No. 2000-70-77-80001.

2. Authorize a deposit payment to SCE in an amount up to $144,000 for the engineering of the proposed Rule 20B Undergrounding of SCE facilities for the Nason Street from Cactus Avenue to Fir Avenue Improvements.

A.12 APPROVE RESOLUTION 2012-99 ADOPTING A RESOURCE ADEQUACY PROGRAM FOR MORENO VALLEY UTILITY
(Report of: Public Works Department)

MV00188720

Recommendation:
Approve Resolution No. 2012-99 adopting a Resource Adequacy Program for Moreno Valley Utility.

Resolution No. 2012-99

A Resolution of the City Council of the City of Moreno Valley, California, Adopting a Resource Adequacy Program for Moreno Valley Utility

A.13 RESOLUTIONS OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE AMENDED SECOND AND THIRD RECOGNIZED OBLIGATION PAYMENT SCHEDULES FOR THE PERIODS OF JULY 1, 2012 TO DECEMBER 31, 2012 AND JANUARY 1, 2013 TO JUNE 30, 2013 RESPECTIVELY
(Report of: Community & Economic Development Department)

Recommendation That the City Council as Successor Agency

1. Adopt Resolution No. SA 2012-100 approving an amended Second Recognized Obligation Payment Schedule ("ROPS 2"), for the periods of July 1, 2012 to December 31, 2012.

   Resolution No. SA 2012-100

   A Resolution of the City Council of the City of Moreno Valley, California Serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley Approving a Recognized Obligation Payment Schedule (ROPS 2)

2. Adopt Resolution No. SA 2012-101 approving an amended Third Recognized Obligation Payment Schedule ("ROPS 3"), for the periods of January 1, 2013 to June 30, 2013.

   Resolution No. SA 2012-101

   A Resolution of the City Council of the City of Moreno Valley Serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, California Approving a Recognized Obligation Payment Schedule (ROPS 3)

3. Authorize the Executive Director or his designee to make modifications to the Schedule.

4. Authorize the transmittal of the ROPS 2 and ROPS 3 to the

MV00188721

Oversight Board for review and approval.

A.14 RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING INDEPENDENT ACCOUNTANT'S REPORT OF THE DUE DILIGENCE REVIEW OF ALL FUNDS AND ACCOUNTS OTHER THAN THE LOW AND MODERATE INCOME HOUSING FUND PURSUANT TO SECTIONS 34179.5 AND 34179.6 OF THE DISSOLUTION ACT
(Report of: Community & Economic Development Department)

Recommendations

1. That the City Council as Successor Agency adopt Resolution No. 2012-102 approving the Independent Accountant's Report of the Due Diligence Review of the Non-Housing Assets Conducted Pursuant to Section 34179.5 for the Non-Housing Funds.

   Resolution No. SA 2012-102

   A Resolution of the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley Approving the Independent Accountant's Report Re the Due Diligence Review as to all Funds and Accounts Other than the Low and Moderate Income Housing Fund Conducted Pursuant to Section 34179.5 and Authorizing Staff to Transmit the Report to the Oversight Board and to the County Auditor-Controller, State Controller's Office, and Department of Finance Pursuant to Section 34179.6 of the Dissolution Act

2. Authorize staff to transmit the Report to the Oversight Board and to the County Auditor-Controller (CAC), State Controller's Office (SCO), and Department of Finance (DOF) Pursuant to Section 34179.6 of the Dissolution Act.

A.15 SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND (SLESF) EXPENDITURE PLAN FOR FY 2012-13
(Report of: Financial & Administrative Services Department)

Recommendations

1. Approve the Supplemental Law Enforcement Services Fund (SLESF) Expenditure Plan for FY 2012-13.

2. Approve an increase of $115,970 to the SLESF Grant Fund FY 2012-13 revenue budget (account 2410-60-69-76012-486000) to reflect the total FY 2012-13 allocation of $315,970.

MV00188722

3. Approve an increase of $115,970 to the SLESF Grant Fund FY 2012-13 expenditure budget (account 2410-60-69-76012-620320) to reflect the FY 2012-13 planned expenditure of $315,970.

A.16 RESOLUTION ADJUSTING DEVELOPMENT IMPACT FEES TO ADD A CATEGORY FOR HIGH CUBE INDUSTRIAL DEVELOPMENT
(Report of: Community & Economic Development Department)

Recommendation:
Approve Resolution No. 2012-103 authorizing the adjustment of the City of Moreno Valley Development Impact Fees to add a category Commercial & Industrial High Cube Development.

Resolution No. 2012-103

A Resolution of the City Council of the City of Moreno Valley, California, Adopting the Development Impact Fee (DIF) Update Study 2012 and Adding a New Category - Industrial High Cube – to the Table of Developments in the City of Moreno Valley Subject to DIF

A.17 READOPTING CONFLICT OF INTEREST CODE
(Report of: City Clerk Department)

Recommendations

1. The City Council adopt Resolution No. 2012-104, readopting a Conflict of Interest Code to amend the list of designated employees having filing requirements, and repealing all prior enactments on the same subject.

   Resolution No. 2012-104

   A Resolution of the City Council of the City of Moreno Valley, California, Readopting a Conflict of Interest Code by Reference to the Fair Political Practices Commission's Standard Model Conflict of Interest Code, and Repealing all Prior Enactments on the Same Subject

2. City Council serving as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley adopt Resolution No. SA 2012-105, adopting a Conflict of Interest Code.

   Resolution No. SA 2012-105

   A Resolution of the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, California, Adopting a Conflict of Interest Code by Reference to the Fair Political

MV00188723

Practices Commission's Standard Model Conflict of Interest Code, and Repealing all Prior Enactments on the Same Subject

3. The City Council, as the code reviewing body for the Oversight Board of Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley approve the Conflict of Interest Code adopted by Resolution No. OB 2012-03 (Attachment 5 to the staff report).

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF NOVEMBER 27, 2012 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

B.3 READOPTING CONFLICT OF INTEREST CODE
(Report of: City Clerk Department)

Recommendations
The City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD), adopt Resolution No. CSD 2012-22, readopting a Conflict of Interest Code to amend the list of designated employees having filing requirements, and repeal all prior enactments on the same subject.

Resolution No. CSD 2012-22

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Readopting a Conflict of Interest Code by Reference to the Fair Political Practices Commission's Standard Model Conflict of Interest Code and Repealing all Prior Enactments on the Same Subject

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF NOVEMBER 27, 2012 (Report of: City Clerk's Department)

MV00188724

Recommendations
Approve as submitted.

C.3 READOPTING CONFLICT OF INTEREST CODE
(Report of: City Clerk Department)

Recommendations
The City Council, acting in its capacity as Members of the Moreno Valley Housing Authority, adopt Resolution No. HA 2012-07, readopting a Conflict of Interest Code to amend the list of designated employees having filing requirements, and repealing all prior enactments on the same subject.

Resolution No. HA 2012-07

A Resolution of the Moreno Valley Housing Authority of the City of Moreno Valley, California, Adopting a Conflict of Interest Code by Reference to the Fair Political Practices Commission's Standard Model Conflict of Interest Code, and Repealing all Prior Enactments on the Same Subject

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF NOVEMBER 27, 2012 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 by m/Council Member Tom Owings, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

E. PUBLIC HEARINGS

E.1 ADOPTION OF FY 2013-2014 CDBG AND HOME PROGRAM OBJECTIVES AND POLICIES
(Report of: Community & Economic Development Department)

Recommendations That the City Council:
1. Conduct a Public Hearing to allow for the community to comment on the needs of low-and-moderate income residents in Moreno Valley, including the CDBG Target Areas.

MV00188725

2. Approve the proposed CDBG and HOME Program Objectives and Policies for the 2013-2014 Program Year.

Mayor Richard A. Stewart opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Motion to Approve by m/Council Member Jesse L. Molina, s/Council Member Tom Owings.

Approved by a vote of 5-0.

E.2 A PUBLIC HEARING FOR THE RPT CENTERPOINTE WEST PROJECT AND RELATED ENVIRONMENTAL IMPACT REPORT. PA12-0019 PROPOSES EITHER A 164,720 SQUARE FOOT (SF) WAREHOUSE BUILDING OR AN ENCLOSED TRUCK STORAGE YARD ON 7.6 ACRES AT THE NORTHEAST CORNER OF CACTUS AVE. AND FREDERICK ST. PA12-0020 PROPOSES ADDING 507,720 SF TO AN EXISTING 779,016 SF WAREHOUSE BUILDING ON 18.6 ACRE AT THE NORTHWEST CORNER OF CACTUS AVE. AND GRAHAM ST. PA12-0021 PROPOSES A 607,920 SF WAREHOUSE BUILDING ON 30 ACRES AT THE NORTHWEST CORNER OF GRAHAM ST. AND BRODIAEA AVE. THE PROJECT WILL REQUIRE THE VACATION OF EXISTING JOY STREET. PA12-0022 PROPOSES A ZONE CHANGE FROM BUSINESS PARK - MIXED USE (BPX) TO LIGHT INDUSTRIAL (LI) FOR 7.6 ACRES AT THE NORTHEAST CORNER OF CACTUS AVENUE AND FREDERICK STREET. THE APPLICANT IS RIDGE MORENO VALLEY, LLC.
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Conduct a public hearing for Environmental Impact Report (P12-057), Zone Change application PA12-0022, Plot Plan PA12-0019, Plot Plan PA12-0020, and Plot Plan PA12-0021, and subsequent to the public hearing:

2. APPROVE Resolution No. 2012-106 CERTIFYING that the Environmental Impact Report (EIR) for the RPT Centerpointe West Project has been completed in compliance with the California Environmental Quality Act, ADOPTING Findings and Statement of Overriding Considerations, and APPROVING a Mitigation Monitoring Program.

   Resolution No. 2012-106

   A Resolution of the City Council of the City of Moreno Valley, California, Certifying the Final Environmental Impact Report (P12-057), Adoption of the Findings and Statement of Overriding

MV00188726

Considerations, and Approval of the Mitigation Monitoring Program for the RPT Centerpointe West Project, Generally Located at or Near the Northeast Corner of Frederick Street and Cactus Avenue on Assessor's Parcel Numbers 297-170-027, -064, -065, -067, -075, -076, & -08.

3. INTRODUCE Ordinance No. 857 APPROVING Zone Change application PA12-0022 for 7.6 acres from Business Park Mixed-Use (BPX) to Light Industrial (LI) as shown on Exhibit A attached to the staff report.

   Ordinance No. 857

   An Ordinance of the City Council of the City of Moreno Valley, California, Approving Zone Change Application PA12-0022 to Change the Zone From Business Park Mixed-Use to Light Industrial for a 7.6 Acre Site Located at the Northeast Corner of Frederick Street and Cactus Avenue (Assessor's Parcel Number 297-170-027)

4. APPROVE Resolution No. 2012-107 APPROVING Plot Plan PA12-0019, Plot Plan PA12-0020, and Plot Plan PA12-0021), subject to the attached conditions of approval included as Exhibits A, B and C.

   Resolution No. 2012-107

   A Resolution of the City Council of the City of Moreno Valley, California, for Approval of Plot Plan PA12-0019 for a 164,720 SF Warehouse or an Enclosed Truck Storage Yard, Plot Plan PA12-0020 for a 507,720 SF Addition to an Existing 779,016 SF Warehouse for a Total of 1,286,736 SF, and Plot Plan PA12-0021 for a 607,920 SF Warehouse for the RPT Centerpointe West Project.

Presentation was given by Dennis Rice, applicant (Ridge Property Trust).

Mayor Richard A. Stewart opened the public testimony portion of the public hearing. The public testimony was received from Tom Thornsley (opposes), Michael Parrish (supports), Peter C. Racine (representing Harbor Freight Tools; supports), and Tom Jerele Sr. (supports).

Motion to Approve Recommendation No. 2 by m/Council Member Jesse L. Molina, s/Council Member Tom Owings

Approved by a vote of 5-0.

Motion to Approve Resolution No. 2012-106, as amended (addition of condition of approval related to Good Neighbor Guidelines) by

MV00188727

m/Council Member Jesse L. Molina, s/Council Member Tom Owings

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 3 by m/Council Member Jesse L. Molina, s/Council Member Tom Owings

Approved by a vote of 5-0.

Motion to Approve Resolution No. 2012-107 (Recommendation No. 4) as amended (addition of condition of approval related to Good Neighbor Guidelines), by m/Council Member Jesse L. Molina, s/Council Member Marcelo Co

Approved by a vote of 5-0.

Agenda Item G.3 was discussed after Item E.2.

E.3 PUBLIC HEARING TO ADOPT SUBSTANTIAL AMENDMENT #1 TO THE FY 2012-2013 CDBG ANNUAL ACTION PLAN, AMENDMENT #2 TO THE NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP3)
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Conduct a Public Hearing to allow the public an opportunity to comment on the proposed Substantial Amendment #1 to 2012-13 CDBG Annual Action, Substantial Amendment #2, to the NSP 3 Program.

2. Approve the proposed amendments to the NSP3 Program that redefine the Target Areas, clarify the eligible activities within each Target Area, and reallocate funds between HUD-approved NSP3 eligible activities. (Attachment 1).

3. Approve the re-appropriations and authorize the Financial & Administrative Services Director to process the adjustments.

4. Authorize the City Manager to reallocate NSP3 funds between HUD-approved grant activities.

Motion to Continue the item to January 8, 2013 Council Meeting by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 5-0.

E.4 PUBLIC HEARING TO ADOPT SUBSTANTIAL AMENDMENT #2 TO THE

MV00188728

FY 2012-2013 CDBG ANNUAL ACTION PLAN, AMENDMENT #2 TO THE NEIGHBORHOOD STABILIZATION PROGRAM 1 (NSP1)
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Conduct a Public Hearing to allow public comment on the proposed Substantial Amendment #1 to the FY 2012-2013 Annual Action Plan, Substantial Amendment #2 to the Neighborhood Stabilization Program 1 (NSP1).

2. Review and adopt the proposed Substantial Amendment #1 to the FY 2012-2013 Annual Action Plan, Substantial Amendment #2 to the Neighborhood Stabilization Program 1 (NSP1).

3. Approve the Revenue and Expense Appropriations in the amount of $3,515,740 and authorize the Financial & Administrative Services Director to process the adjustments.

4. Authorize the City Manager to reallocate grant funds between HUD-approved NSP1 grant activities.

Motion to Continue the item to January 8, 2013 Council Meeting by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 5-0.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - none

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a) Report by Mayor Richard A. Stewart on March Joint Powers Commission (MJPC) - Continued

Item G.2 was discussed after Item G.5.

G.2 DISSOLUTION OF COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
(Report of: Public Works Department)

Recommendations That the City Council:
Acting as the legislative body of Community Facilities District No. 4-Infrastructure of the City of Moreno Valley introduce Ordinance No. 856 ordering the dissolution of CFD No. 4-Infrastructure and the recordation of

MV00188729

an amendment to the Notice of Special Tax Lien and repeal of Ordinance 821.

Ordinance No. 856

AN Ordinance of the City Council of the City of Moreno Valley, California, Dissolving Community Facilities District No. 4-Infrastructure of the City of Moreno Valley and Ordering the Recordation of an Amendment to the Notice of Special Tax Lien Related to such District and Repealing Ordinance No. 821

Mayor Richard A. Stewart opened the agenda item for public comments; there being none, public comments were closed.

Motion to Approve by m/Council Member Tom Owings, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

After Item G.2, Item G.6 was discussed.
Item G.3 was discussed after Item E.2.

G.3 APPOINTMENT TO THE PARKS AND RECREATION COMMISSION (TEENAGE MEMBER)
(Report of: City Clerk Department)

Recommendations That the City Council:

1. Appoint Patrick Samones to the Parks and Recreation Commission as a teenage member for a term expiring November 25, 2015, or until high school graduation, whichever comes first.

2. If an appointment is not made, declare the position vacant and authorize the City Clerk to re-notice the position as vacant.

Mayor Richard A. Stewart opened the agenda item for public comments; there being none, public comments were closed.

Motion to Approve by m/Council Member Tom Owings, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

G.4 APPOINTMENT TO THE ARTS COMMISSION
(Report of: City Clerk Department)

Recommendations That the City Council:

MV00188730

1. Appoint one member to the Arts Commission with a term expiring June 30, 2014.

2. If an appointment is not made, declare the position vacant and authorize the City Clerk to re-notice the position as vacant.

Mayor Richard A. Stewart opened the agenda item for public comments; there being none, public comments were closed.

Motion to Appoint Debby Johnson to the Arts Commission with a term expiring June 30, 2014, by m/Council Member Jesse L. Molina, s/Council Member Tom Owings

Approved by a vote of 5-0.

G.5 ECONOMIC DEVELOPMENT-RETAIL ANCHOR REUSE INCENTIVE PROGRAM
(Report of: Community & Economic Development Department)

Recommendations That the City Council:
Approve establishing a new Economic Development-Retail Anchor Reuse Incentive Program to help assist with the reuse of vacant anchor retail buildings in Moreno Valley.

Mayor Richard A. Stewart opened the agenda item for public comments; there being none, public comments were closed.

Motion to Approve by m/Council Member Tom Owings, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

After Item G.5, Item G.2 was discussed.

Item G.6 was discussed after Item G. 2.

G.6 REPORT OF FISCAL YEAR 2011-12 YEAR END AND FISCAL YEAR 2012-13 FIRST QUARTER STATUS; APPROVAL OF FISCAL YEAR 2011-12 CARRYOVERS AND FISCAL YEAR 2012-13 BUDGET ADJUSTMENT RECOMMENDATIONS
(Report of: Financial & Administrative Services Department)

Recommendations That the City Council:
1. Receive and file this report on the status of the financial results for Fiscal Year (FY) 2011-12 and the first quarter ended September 30, 2012 for FY 2012-13.

MV00188731

2. Adopt Resolution No. 2012-108, approving the following:Recommended budget amendments presented in Exhibit A, P1-P3 to be appropriated and included in the FY 2012-13 Approved Budget. The recommended appropriation changes total $270,000 for the General Fund, $564,000 for non-General Funds and $834,000 in total for all funds.Operating carryover expenditures from the FY 2011-12 approved budget presented in Exhibit A, P1-P3 that are recommended to be re-appropriated to be completed as a component of the FY 2012-13 Approved Budget. The recommended appropriation changes total $458,283 for the General Fund, $2,100,005 for non-General Funds and $2,558,288 in total for all funds.Capital Improvement Program (CIP) carryover expenditures from the FY 2011-12 approved budget presented in Exhibit B, P1-P2 that are recommended to be re-appropriated to be completed as a component of the FY 2012-13 Approved Budget. The recommended appropriation changes total $9,962,247.

   Resolution no. 2012-108

   A Resolution of the City Council of the City of Moreno Valley, California, Adopting the Revised Operating Budget for Fiscal Year 2012/13

3. Approve the designation of $101,000 of General Fund fund balance as designated for Outside Legal Services. These funds represent savings in the FY 2011-12 Legal Services Budget and provide a contingency in years when outside legal services may be needed beyond the anticipated budget.

4. Approve the position control changes summarized on page 10 of this report.

Recommendation That the City Council as Successor Agency
Adopt Resolution No. SA 2012-109, approving the Capital Improvement Program (CIP) carryover expenditures from the FY 2011-12 approved budget presented in Exhibit B, P4 that are recommended to be re-appropriated to be completed as a component of the FY 2012-13 Approved Budget. The recommended appropriation changes total $3,084,094.

Resolution No. SA 2012-109

A Resolution of the City Council of the City of Moreno Valley Serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, California, Adopting the Revised Operating Budget for

MV00188732

Fiscal Year 2012/13

Recommendations That the CSD:
Adopt Resolution No. CSD 2012-23, approving the following:Operating carryover expenditures from the FY 2011-12 approved budget presented in Exhibit A, P4 that are recommended to be re-appropriated to be completed as a component of the FY 2012-13 Approved Budget. The recommended appropriation changes total $110,000.Capital Improvement Program (CIP) carryover expenditures from the FY 2011-12 approved budget presented in Exhibit B, page 3 that are recommended to be re-appropriated to be completed as a component of the FY 2012-13 Approved Budget. The recommended appropriation changes total $5,000.

Resolution No. CSD 2012-23

A Resolution of the Moreno Valley Community Services District, Adopting the Revised Operating Budget for Fiscal Year 2012/13

Mayor Richard A. Stewart opened the agenda item for public comments; there being none, public comments were closed.

Motion to Approve Recommendation No. 1 by m/Council Member Jesse L. Molina, s/Council Member Tom Owings

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 2 (Resolution No. 2012-108) by m/Council Member Jesse L. Molina, s/Council Member Marcelo Co

Approved by a vote of 4-1, Council Member Tom Owings opposed.

Motion to Approve Recommendation No. 3 (designation of $101,000 of General Fund fund balance as designated for Outside Legal Services) by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 3-2, Council Member Jesse L. Molina and Council Member Tom Owings opposed.

Motion to Approve Recommendation No. 4 (position control changes summarized on page 10 of the staff report) by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Failed by a vote of 1-4, Council Member Baca, Council Member Co, Council Member Molina and Council Member Owings opposed.

MV00188733

Motion to Approve Resolution No. CSD 2012-23 by m/Board Member Jesse L. Molina, s/Board Member Victoria Baca

Approved by a vote of 5-0.

Motion to Approve Resolution No. SA 2012-109 by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 5-0.

G.7 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action) - none

G.8 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action) - none

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

Public Comments were taken after Item No. 3 of Special Order of Business.

PUBLIC COMMENTS **ON ANY SUBJECT NOT ON THE AGENDA** UNDER THE JURISDICTION OF THE CITY COUNCIL

James Hutchenson

1. Representing Cottonwood Golf Course Committee

Violeta Suazo

1. Council election

Donna Jacomet

1. New sewer rate methodology

Tom Thornsley

MV00188734

1. Council election

Christopher Baca, representing United Democrats of Moreno Valley and Riverside County Democratic Central Committee

1. Congratulations to Council Member Baca, Council Member Molina, Council Member Owings and other elected officials

Elena Santa Cruz

1. Congratulations to Council Member Victoria Baca

Louise Palomarez

1. Congratulated newly elected council members; thanked Council Member Victoria Baca for involvement with the community and advocating for kids with special needs

Alfredo Cordova

1. Congratulations to Council Member Victoria Baca and Council Member Jesse Molina; thanked for help

Manuel Alas, representing Group Home of Level 14 Children

1. Congratulated newly elected council members; thanked everybody for the great job

2. Group homes

Louise Palomarez on behalf of JoAnn Stephan who left

1. Thanked Council Member Baca for help (mentoring her son)

Edgar Montes

1. Congratulated newly elected council members; thanked Council Member Baca for being a role model

MV00188735

Tom Jerele Sr.

1. Thanked Council Member Molina for the exemplary service

2. Wished the best to newly elected council members and Mayor

Robin Gilbert

1. Congratulations; thanks for the great job to all council members

Recess;

Reconvened

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Council Member Victoria Baca

1. Thanked residents for giving her the opportunity to serve as a council member; thanked staff for assistance; thanked Judge Jorge Hernandez for swearing her in

2. Thanked Pete Bleckert for representing Ray Hosman, who was very active as a community member, and conveying Mr. Hosman's comments. Is sorry that he is ill; emphasized that we need to respect people we represent, and she will not allow to disrespect public speakers

3. Stated that the most important concern addressed by the community is a lack of jobs in Moreno Valley; will work diligently to do what is possible to bring jobs to the City; wants what is the best for Moreno Valley

4. Another platform she is working on is to bring together the council and the school boards of Moreno Valley School District and Val Verde School District; would like the Council to discuss changing council meeting date so there is no conflict with school boards meetings

5. Another platform: Safety - would like police to be more visible in the City and use more volunteers to protect our City; we can be friendly to all residents and not target certain groups; can embrace everyone and have a good life for everyone

6. Explained that the reason she nominated Jesse Molina for Mayor is that he has been on the Council for 4 years and hasn't been a mayor yet; being a mayor is a big responsibility and everyone should help out; hopes we will

MV00188736

have a directly elected mayor on the ballot for residents to choose

7. Stated that she represents District 5, which includes Edgemont – Edgemont community feels like a step child of the City, neglected, particularly with the fiasco with the water district; we need to look at the water district, sewer; hopes to continue working with Mr. Bleckert, who has a lot of knowledge about Edgemont; glad that the item on revitalization of Edgemont was postponed because there are people who need to be consulted

8. Stated that some people are still enemies of social justice, discriminating; as a community we have to put our efforts together to change the perception and work together for the betterment of Moreno Valley

8. Stated that she worked with Mr. Bleckert, Mr. Hosman, and Mr. Anderson to repeal the utility tax, but at this time, with the budget shortfalls, she doesn't believe, we can eliminate the tax; we need to bring businesses to the City to be self-sustainable and be able to provide services for the community (fire, safety, infrastructure). It's important that eventually we eliminate utility taxes

9. Thanked everyone, especially the voters of District 5, for giving her the opportunity to represent them (electing her)

10. Reminded everyone that tomorrow at Saint Patrick's, a celebration for Lady Guadalupe will be held

Council Member Co

1. Congratulated newly elected council members; hopes we forget our differences and work together towards the betterment of Moreno Valley

2. Sixteen of Moreno Valley businesses collect one of the 25 top sales tax in the County; hopes this trend will continue; we can make Moreno Valley a much better place; we have people to do it and knowledge; indicated that warehouses provide jobs, and some people need these jobs to survive

3. Would like the Council to set up a fund to help existing businesses that are failing or almost failing; is willing to donate money to this fund; asked the business community to help. We are successful if all are successful

4. Stated that we need volunteers to help us stop crimes and help our Police Department; we are going toward a fiscal cliff; more people will be out of work, and more people will have to pay higher taxes; asked to call congressman to work with the President; we should move forward and unite

MV00188737

5. Thanked everyone for electing him as a mayor pro tem. Feels he can help a lot. Asked to please call him with any questions

Council Member Tom Owings

1. Would like the City Council to reconsider the idea of the overlay zone study for the 60 east corridor between Nason and the City line and would like the item to be placed on the next City Council agenda to evaluate land uses

2. Would like to find out what it would take to establish a moratorium for any new projects in that area being considered by the Planning Commissioners or the City Council until a study is completed and considered by the City Council

3. Stated that we are not going to be de-toured from being a developed city

4. Regarding diversification of jobs - we need small businesses in

4. Thanked Moreno Valley for electing him and putting the confidence in him and the Council for selecting him as mayor; agrees that we should have a city-wide mayor to fulfill the desire of the public

Council Member Jesse L. Molina

1. Thanked everyone who worked on his campaign; appreciates being nominating for mayor, but it is not his time yet

2. Went to the Festival of Lights in Riverside. It took Riverside a long time to come to this point. Moreno Valley is a new city compared to Riverside and did not have time for arts, as people are busy working. We need to bring jobs to Moreno Valley; Tom has a lot of experience with a lot of situations we are in; will help people in any way he can

3. Always something new to learn at the dais

4. Congratulated Tom and Victoria; will work together for the best of Moreno Valley

Mayor Richard A. Stewart

1. Suggested that Council Member Baca serve on the joint school district task force, which meets during lunch time; two council members, representatives from two school districts and staff members are attending the meetings; the task force was established to increase communication

MV00188738

2. Explained that he was enthusiastic to nominate Tom as a mayor - Tom ran large businesses, has impressive background, was a Planning Commissioner, is a very good investigator; believes he will do a fantastic job; one of mayor's duties is to cover for the events; sometimes it is a challenge, as many events are held at almost the same time; it is important we show our presence at these events; we can divide them up and attend them next year. Marcelo has experience and a corporate knowledge and will be able to assist the Mayor

Motion to Continue the meeting past 11:00 p.m. by m/Council Member Marcelo Co, s/Council Member Victoria Baca

Approved by a vote of 5-0.

There being no further business to conduct, the meeting was adjourned to Closed Session at 11:13 p.m. by unanimous informal consent.

CLOSED SESSION

PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Tom Thornsley

1. Stated that he is not against the project described in Item E.2 – the development standards need to be raised

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority was held in the City Manager's Conference Room, Second Floor, City Hall. The City Council met in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

The Closed Session was held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

MV00188739

Number of Cases: 5

3 SECTION 54957 - PUBLIC EMPLOYMENT

a. Public Employee Annual Performance Evaluation - City Attorney

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

Reportable Action:

On 12-12-12 at 1:17 am, it was reported that the City Attorney Robert Hansen was placed on Administrative Leave by the following vote:
Council Member Baca: abstained
Council Member Co: yes
Council Member Molina: yes
Council Member Owings: yes
Mayor Stewart: abstained

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned on December 12, 2012 at 1:18 a.m. by unanimous informal consent.

Submitted by:

_____
City Clerk Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Secretary, Housing Authority
Secretary, Board of Library Trustees

Approved by:

_____
Mayor Richard A. Stewart
President, Moreno Valley Community Services District
Chairperson, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Housing Authority
Chairperson, Board of Library Trustees

enl

MV00188740

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:30 PM
September 25, 2012

CALL TO ORDER

The Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority and the Board of Library Trustees was called to order at 6:31 p.m. by Mayor Richard A. Stewart in the Council Chamber located at 14177 Frederick Street.

Mayor Richard A. Stewart announced the City Council receives a separate stipend for CSD meetings.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Pro Tem William H. Batey II.

INVOCATION

Pastor Diane Gardner, Beautiful Women of God - Diane Gardner Ministries

ROLL CALL

Council:

Richard A. Stewart	Mayor
William H. Batey II	Mayor Pro Tem
Jesse L. Molina	Council Member
Robin N. Hastings	Council Member
Marcelo Co	Council Member

Staff:

Jane Halstead	City Clerk
Juliene Clay	Administrative Assistant
Henry T. Garcia	City Manager
Cynthia Fortune	Financial Operations Division Manager

Robert Hansen	City Attorney
Michelle Dawson	Assistant City Manager
Joel Ontiveros	Police Chief
Abdul Ahmad	Fire Chief
Ahmad Ansari	Public Works Director
Barry Foster	Community and Economic Development Director
Tom DeSantis	Human Resources Director
Mike McCarty	Parks & Community Services Director
Michele Patterson	Assistant to the City Manager

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, MORENO VALLEY HOUSING AUTHORITY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Richard A. Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Deanna Reeder (A3 and A10) and Pete Bleckert (A3 and A5).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF SEPTEMBER 11, 2012 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 APPROVAL OF PAYMENT REGISTER FOR JULY, 2012 (Report of: Financial & Administrative Services Department)

Recommendation:
Adopt Resolution No. 2012-74, approving the Payment Register for the month of July, 2012 in the amount of $13,987,791.35.

Resolution No. 2012-74

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Payment Register for the Month of July, 2012.

A.4 PA06-0021 (PM 34577) – INDUSTRIAL – ACCEPT FINAL MAP, AGREEMENT AND IRREVOCABLE LETTERS OF CREDIT FOR PUBLIC IMPROVEMENTS, SOUTHEAST CORNER OF HEACOCK STREET AND

MV00192694

CARDINAL AVENUE, DEVELOPER: I-215 LOGISTICS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, NEWPORT BEACH, CA 92660 (Report of: Community & Economic Development Department)

Recommendation:

1. Approve Parcel Map 34577, authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation;

2. Accept the Agreement and Irrevocable Letters of Credit for Public Improvements for PA06-0021(PM 34577);

3. Authorize the Mayor to execute the agreement;

4. Direct the City Clerk to forward the signed agreement to the County Recorder's office for recordation; and

5. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

A.5 FIRST AMENDMENT TO AGREEMENT WITH DMC DESIGN GROUP FOR MORENO TOWNSITE AREA STORM DRAIN AND MISCELLANEOUS STREET IMPROVEMENTS BETWEEN ALESSANDRO BOULEVARD AND DRAINAGE FACILITY LINE F - PROJECT NO. 801 0011 70 77-2001 (Report of: Public Works Department/CPD)

Recommendation:

1. Approve the First Amendment to Agreement for Professional Consultant Services with DMC Design Group to revise and complete the design for the Moreno Townsite Area Storm Drain and Miscellaneous Street Improvements;

2. Authorize the City Manager or his designee to continue negotiating the cost proposal and then execute said Amendment to Agreement for Professional Consultant Services with DMC Design Group, subject to approval of the City Attorney; and

3. Authorize an increase in the Purchase Order to DMC Design Group in the amount of up to but not to exceed $57,820 once the final cost negotiations are concluded and the amendment to agreement has been signed by all parties.

A.6 AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO GLOBAL POWER GROUP, INC. FOR THE EMERGENCY OPERATIONS

MV00192695

CENTER FAMILY CARE CENTER GENERATOR PROJECT - PROJECT NO. 803 0016 70 77 (Report of: Public Works Department/CPD)

Recommendation:

1. Award the construction contract to Global Power Group, Inc. (GPG), 12060 Woodside Avenue, Lakeside, CA 92040, the lowest responsible bidder, for Emergency Operations Center Family Care Center Generator project;

2. Authorize the City Manager to execute a contract with GPG;

3. Authorize the issuance of a Purchase Order for $386,811.70 ($351,647.00 bid plus 10% contingency of $35,164.70) to GPG when the contract has been signed by all parties;

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with GPG, up to but not to exceed the Purchase Order's total contingency amount of $35,164.70, subject to the approval of the City Attorney; and

5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines that all contract requirements and punch-list items are completed by GPG, accept the improvements into the City's maintained system, and release the retention to Contractor if no claims have been filed against the project.

A.7 APPROVE AGREEMENT FOR PROFESSIONAL CONSULTANT CONSTRUCTION GEOTECHNICAL SERVICES WITH NINYO & MOORE FOR MORENO BEACH INTERCHANGE IMPROVEMENTS PHASE 1 - PROJECT NO. 801 0038 70 77-4821 (Report of: Public Works Department/CPD)

Recommendation:

1. Authorize the "Agreement for Professional Consultant Services" with Ninyo & Moore (Ninyo & Moore), 11650 Mission Park Drive, Suite 101, Rancho Cucamonga, CA 91730, to provide professional geotechnical and materials testing services during construction of the SR-60/Moreno Beach Interchange Improvements Phase 1 project for a total agreement amount not to exceed $109,110;

2. Acting as the Successor Agency, approve this action as a recognized payment obligation of the former Redevelopment Agency of the City of Moreno Valley, add it to the Recognized Obligation Payment Schedule, submit same to the Oversight Board for Approval, and authorize the City Manager to access agency funds

MV00192696

only after Oversight Board approval;

3. Authorize the City Manager to execute said "Agreement for Professional Consultant Services" with Ninyo & Moore; and

4. Authorize the issuance of a Purchase Order totaling $109,110 to Ninyo & Moore when the contract has been signed by all parties.

A.8 APPROVE AGREEMENT FOR PROFESSIONAL CONSULTANT CONSTRUCTION SURVEY SERVICES WITH COORY ENGINEERING FOR MORENO BEACH INTERCHANGE IMPROVEMENTS PHASE 1 - PROJECT NO. 801 0038 70 77-4821 (FORMERLY PROJECT NO. 07-41570024) (Report of: Public Works Department/CPD)

Recommendation:

1. Authorize the "Agreement for Professional Consultant Services" with Coory Engineering (Coory), 1718 N. Neville Street, Orange, CA 92865, to provide professional survey services during construction of the SR-60/Moreno Beach Interchange Improvements Phase 1 project for a total agreement amount not to exceed $100,805;

2. That the City Council Acting as the Successor Agency, approve this action as a recognized payment obligation of the former Redevelopment Agency of the City of Moreno Valley, add it to the Recognized Obligation Payment Schedule, submit same to the Oversight Board for Approval, and authorize the City Manager to access agency funds only after Oversight Board approval;

3. Authorize the City Manager to execute said "Agreement for Professional Consultant Services" with Coory; and

4. Authorize the issuance of a Purchase Order totaling $100,805 to Coory when the contract has been signed by all parties.

A.9 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:

Receive and file the Reports on Reimbursable Activities for the period of September 5-18, 2012.

A.10 BIENNIAL UPDATE TO THE PUBLIC RIGHT OF WAY ACCESS AMERICANS WITH DISABILITIES ACT TRANSITION PLAN (Report of: Public Works Department/CPD)

Recommendation:

MV00192697

Receive and file this Biennial Update on Public Right of Way Access Americans with Disabilities Act Transition Plan.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF SEPTEMBER 11, 2012 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF SEPTEMBER 11, 2012 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF SEPTEMBER 11, 2012 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to Approve as amended to include the wording, "sole proprietorship hereinafter described as consultant," in Item A8 by m/Mayor Pro Tem William H. Batey II, s/Council Member Robin N. Hastings

Approved by a vote of 5-0.

E. PUBLIC HEARINGS

MV00192698

E.1 A PUBLIC HEARING REGARDING PA08-0033 (GENERAL PLAN AMENDMENT), PA08-0034 (CHANGE OF ZONE) AND PA08-0035 (CUP) FOR A SMOG INSPECTION STATION AND TIRE SALES COMMERCIAL BUSINESS AT 22184 ALESSANDRO BOULEVARD. THE PROPOSED GENERAL PLAN AMENDMENT WILL CHANGE THE LAND USE DESIGNATION OF A 0.54 ACRE PORTION OF A PARCEL LOCATED AT 22184 ALESSANDRO BOULEVARD FROM RESIDENTIAL/OFFICE (R/O) TO COMMERCIAL (C). THE CHANGE OF ZONE WILL CHANGE THE ZONING OF THE PARCEL FROM OFFICE COMMERCIAL (OC) TO COMMUNITY COMMERCIAL (CC). THE APPLICANT IS SOCRATES URENA (Report of: Community & Economic Development Department)

Mayor Richard A. Stewart opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Recommendation: That the City Council:

1. Conduct a public hearing for General Plan Amendment PA08-0033, Change of Zone PA08-0034 and Conditional Use Permit PA08-0035 and subsequent to the public hearing:

   ADOPT a Negative Declaration for PA08-0033 (General Plan Amendment), PA08-0034 (Change of Zone) and PA08-0035 (Conditional Use Permit) in that this project will not result in significant environmental impacts);

Motion to Approve by m/Mayor Pro Tem William H. Batey II, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

2. ADOPT City Council Resolution No. 2012-75 thereby APPROVING General Plan Amendment PA08-0033, based on the findings in the City Council Resolution;

   Resolution No. 2012-75

   A Resolution of the City Council of the City of Moreno Valley, California, approving an Amendment to the General Plan Land Use Element (PA08-0033) to change the Land Use Designation of a 0.54 acre portion of a parcel located at 22184 Alessandro Boulevard (portion of Assessor's Parcel Number 291-190-025) from Residential/Office (R/O) to Commercial (C)

MV00192699

Motion to Approve by m/Mayor Pro Tem William H. Batey II, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

3. INTRODUCE Ordinance No. 854 thereby APPROVING Zone Change PA08-0034, based on the findings in the City Council Ordinance; and

   Ordinance No. 854

   An Ordinance of the City Council of the City of Moreno Valley, California, Approving PA08-0034 (Zone Change) to change the Land Use District for approximately 0.54 acres of 22184 Alessandro Boulevard (portion of Assessor Parcel Number 291-190-025) from Office Commercial (OC) to Community Commercial (CC)

Motion to Approve by m/Mayor Pro Tem William H. Batey II, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

4. ADOPT City Council Resolution No. 2012-76 thereby APPROVING Conditional Use Permit PA08-0035 for a Smog Inspection Station and Tire Sales commercial business at 22184 Alessandro Boulevard, based on the findings in the Resolution, and the conditions of approval to the resolution as Exhibit A.

   Resolution No. 2012-76

   A Resolution of the City Council of the City of Moreno Valley, California, Approving Conditional Use Permit (PA08-0035) for the conversion of an existing Single Family Residence into Smog Inspection Station and Tire Sales Commercial Business at 22184 Alessandro Boulevard (APN: 291-190-025)

Motion to Approve by m/Mayor Pro Tem William H. Batey II, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

E.2 A PUBLIC HEARING REGARDING AN APPEAL OF THE PLANNING COMMISSION'S JULY 12, 2012, APPROVAL OF PLOT PLAN PA09-0004 AND TENTATIVE PARCEL MAP NO. 36162 (PA09-0012) AND THE RELATED ENVIRONMENTAL IMPACT REPORT FOR THE VIP MORENO VALLEY PROJECT. THE PROJECT PROPOSES A 1,616,133 SQUARE

MV00192700

FOOT WAREHOUSE DISTRIBUTION BUILDING ON APPROXIMATELY 80 ACRES. THE BUILDING INCLUDES 268 DOCK HIGH DOORS AND 44,000 SQUARE FEET OF OFFICE AREA. THE MAP WOULD COMBINE FOUR EXISTING PARCELS INTO A SINGLE PARCEL. THE PROJECT SITE IS LOCATED ON THE SOUTH SIDE OF GROVE VIEW ROAD BETWEEN PERRIS BOULEVARD AND INDIAN STREET AT THE CITY'S SOUTHERN BOUNDARY, IN THE MORENO VALLEY INDUSTRIAL AREA PLAN (SP 208). THE APPLICANT IS VOGEL ENGINEERS, INC. THE APPELLANT IS JOHNSON & SEDLACK ATTORNEYS AT LAW ON BEHALF OF RESIDENTS FOR A LIVABLE MORENO VALLEY AND THE SIERRA CLUB (Report of: Community & Economic Development Department)

Mayor Richard A. Stewart opened the public testimony portion of the public hearing. Public testimony was received from Susan Gilchrist (oppose) and Pete Bleckert (support).

Recommendation: That the City Council:

1. Conduct a public hearing for Environmental Impact Report (P11-020), Plot Plan PA09-0004, and Tentative Parcel Map 36362 (PA09-0012) and subsequent to the public hearing:

   APPROVE Resolution No. 2012-77 and CERTIFY that the Environmental Impact Report (EIR) for the VIP Moreno Valley Project has been completed in compliance with the California Environmental Quality Act; and

   Resolution No. 2012-77

   A Resolution of the City Council of the City of Moreno Valley, California, certifying the Final Environmental Impact Report (P11-020), Adoption of the Findings and Statement of Overriding Considerations, and Approval of the Mitigation Monitoring Program for the VIP Moreno Valley Project, generally located in the Moreno Valley Industrial Area Plan (SP 208), on the South side of Grove View Road between Perris Boulevard and Indian Street at the City's southern boundary.

Motion to Approve as amended per the changes referenced in attachment 18 by m/Mayor Pro Tem William H. Batey II, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

2. APPROVE Resolution No. 2012-78 and APPROVE Plot Plan PA09-0004 and Tentative Parcel Map 36162 (PA09-0012), subject to the

MV00192701

attached conditions of approval included as Exhibits A and B.

Resolution No. 2012-78

A Resolution of the City Council of the City of Moreno Valley, California, for approval of Plot Plan PA09-0004 for development of a 1,616,133 square foot Warehouse Distribution Facility on 80 acres located within Assessor's Parcel Numbers 488-330-003 through -006 and -026 and PA09-0012 (Tentative Parcel Map No. 36162) to combine four parcels into a single parcel.

Motion to Approve as amended per the changes referenced in attachment 18 by m/Mayor Pro Tem William H. Batey II, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

E.3 GENERAL PLAN AMENDMENT TO MODIFY THE CIRCULATION PLAN FOR NASON STREET BETWEEN ALESSANDRO BOULEVARD AND FIR AVENUE (PA12-0026) - (Report of: Public Works Department/CPD)

Mayor Richard A. Stewart opened the public testimony portion of the public hearing. Public testimony was received from Deanna Reeder (oppose) and Tom Jerele, Sr. (support).

Recommendation:

1. Conduct a public hearing to consider the action taken by the Planning Commission on August 23, 2012, recommending approval of a General Plan Amendment (PA12-0026) (Project); and subsequent to the public hearing; and

2. APPROVE City Council Resolution No. 2012-79 thereby adopting a Negative Declaration for PA12-0026 in that the project will not result in significant environmental impacts, and approving the General Plan Amendment (PA12-0026), based on the findings in the City Council Resolution.

Resolution No. 2012-79

A Resolution of the City Council of the City of Moreno Valley, California, Approving a General Plan Amendment (PA12-0026) to Modify the City Circulation Plan and Circulation Exhibit, Respectively

MV00192702

Motion to Approve by m/Council Member Robin N. Hastings, s/Mayor Pro Tem William H. Batey II

Approved by a vote of 5-0.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

None

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

a) Report by Mayor Richard A. Stewart on March Joint Powers Commission (MJPC)

Mayor Richard A. Stewart

The lawsuit has been settled on the land by the bomb dump enabling March to build a park and to develop the Center for Biological Diversity. March was added to the Military Airport's Assistance program. Through this program March can get financial money for development at the airport.

AGENDA ORDER

PUBLIC COMMENTS **ON ANY SUBJECT NOT ON THE AGENDA** UNDER THE JURISDICTION OF THE CITY COUNCIL

Ramon Trujillo

1. Complimented Council Member Co and staff
2. No traffic control at Palm Middle School

Deanna Reeder

1. Elections

Sue Gilchrist

1. Elections
2. Calzona Appaloosa Club
3. Thanked police and Code Enforcement
4. Air quality, trucking and warehousing

MV00192703

Vince Lauro

1. Campaigning for District 5 City Council
2. Crime

Michael Geller

1. Grants for animal shelters

Kenny Bell

1. Board of Supervisors
2. Jobs

Tom Jerele, Sr.

1. Concerns about dog adoption issue
2. Job projections
3. Flood control
4. Council Member Co is very responsive on issues
5. Council Member Molina returns all calls
6. 4th of July Committee

AGENDA ORDER

G.2 UPDATE OF ECONOMIC DEVELOPMENT ACTION PLAN (Report of: Community & Economic Development Department)

Not for Council action.

Mayor Richard A. Stewart opened the agenda item for public comments, which were received from Deanna Reeder (oppose) and Tom Jerele, Sr. (support).

Recommendation: That the City Council:
Review the update of the Economic Development Action Plan.

G.3 UPDATE ON AB 32 AND THE CAP AND TRADE PROGRAM (Report of: Public Works Department/EU)

Mayor Richard A. Stewart opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:
Receive and file the update.

MV00192704

Motion to Approve by m/Council Member Robin N. Hastings, s/Mayor Pro Tem William H. Batey II

Approved by a vote of 5-0.

G.4 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

Mayor Richard A. Stewart opened the agenda item for public comments; there being none, public comments were closed.

G.4.1 Human Resources Department Update - Report by: Human Resources Director Tom DeSantis, Human Resources Director

Continued to October 9, 2012.

G.5 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

Mayor Richard A. Stewart opened the agenda item for public comments; there being none, public comments were closed.

City Attorney Robert L. Hansen

At the September 11 City Council meeting City Council was asked to disband the July 4 Advisory Committee. Council was advised the July 4th Advisory Committee was established as an ad hoc or temporary advisory committee; and, therefore, ceased to exist following the July 4th events. LaDonna Jempson sent an email suggesting the July 4th Advisory Committee was established by City Council as a permanent or standing committee. Standing resident advisory bodies are usually established by ordinance, and are called either boards or commissions. The July 4th resident advisory body was established by City Council resolution and was called a committee. Other than the July 4th Advisory Committee, the City has no other standing or permanent resident advisory committees. After reviewing Resolution 2011-82 to determine whether the July 4th Advisory Committee was established as a temporary or permanent committee, it appears it was City Council's intent to make the July 4th Advisory Committee permanent and not temporary. Consequently, the July 4th Advisory Committee did not cease to exist following the July 4th events and will continue to exist until dissolved by an action of City Council. City Council gave clear indication to staff to bring this matter back to establish an advisory board similar to other advisory boards established by ordinance of the City Council. Therefore, when this matter is brought back to City Council for consideration, it will include a recommendation for the City Council to rescind Resolution 2011-82 and introduce an ordinance establishing a July 4th Advisory Board with members

MV00192705

appointed by City Council pursuant to how other boards have been established in the city.

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION

Mayor Richard A. Stewart opened the agenda item for public comments; there being none, public comments were closed.

H.2.1 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 1.10.080 OF CHAPTER 1.10 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO THE COLLECTION OF CIVIL FINES AND PENALTIES (RECEIVED FIRST READING AND INTRODUCTION ON SEPTEMBER 11, 2012, BY A 5-0 VOTE) (Report of: City Attorney)

Recommendation: That the City Council:
Adopt Ordinance No. 853 that would clarify the method by which interest is calculated on delinquent civil citations.

Ordinance No. 853

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Section 1.10.080 of Chapter 1.10 of the City of Moreno Valley Municipal Code Relating to the Collection of Civil Fines and Penalties

Motion to approve by m/Mayor Pro Tem William H. Batey II, s/Council Member Robin N. Hastings

Approved by a vote of 5-0.

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS – NONE

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Mayor Pro Tem William H. Batey, II

1. October signals the start of the holiday season. October 6 is Adopt

MV00192706

a pet in the park at Community Park. October 13 is Artober Fest at the Conference and Recreation Center. October 25 the movie Monster House will be shown in the gym at the Conference and Recreation Center. October 26 starts the Haunted House at the banquet facility at the golf course. November 17 is the spelling bee at the Conference and Recreation Center.

Council Member Marcelo Co

1. Candidates running for City Council will be offered a workshop to understand the functions of city government.

2. People are concerned with jobs. Businesses should be able to choose who they want to hire, and encourage the businesses to hire local. There should be cooperation between the city and schools regarding the future work force.

3. At the time Skechers was looking to hire, there was no recession. Once the building was built, there was a deep recession.

4. This election is a very important election, and people should study the issues.

Council Member Jesse L. Molina

1. There was a projection for 2,500 jobs, but the 2,500 jobs weren't promised.

2. The City has no authority to impose any conditions on businesses doing hiring.

3. Thanked the Public Works Department for the work they did on Ironwood and at St. Christopher's.

4. Moreno Valley is trying to bring jobs. People tend to move where they work, and they spend where they work.

Council Member Robin N. Hastings

1. Requested a second to put pet adoptions on a Study Session to see what types of grants are available for the animal shelter. Animals are sent to the Yucaipa shelter, which is a no kill shelter. Council Member Marcelo Co seconded.

2. Attended the second annual Mr. Eagle contest at Valley View High School, which is a talent show for high school boys. It is one of the ways the school is keeping kids involved and motivated in

MV00192707

extracurricular activities.

3. Attended the installation of officers for the Moreno Valley Optimists. There was a commemoration for Laura Froehlich who was one of the founding members.

4. Regarding the Economic Development Action Plan, when at all possible, the city wants to see the medical corridor moving forward. Kaiser is talking about adding another building. Riverside County Regional Medical Center is expanding their trauma center. There are some potential projects going on along that corridor for additional assisted living facilities.

5. Thanked staff that went out and responded to flooding issues on the east end. Residents are extremely pleased with how quickly Public Works assisted with the clean up and how they are moving forward with taking care of some of the Code issues.

6. Regarding the warehousing approvals and commitments, anyone who says they are going to or not going to do something, they have made a predisposition, which means they are not able to vote on the actual project. To make a decision before you have seen a project, or seen the impacts, or seen the mitigation would be less than forthcoming on the part of anyone who wants to represent their community.

7. The Liberty Quarry hearing was today at the Board of Supervisors meeting. There was a 3-2 vote, and it was approved for fast tracking.

Mayor Richard A. Stewart

1. Moreno Valley provides animal services to the City of Perris.

2. A statement was made about giving away air quality, and projects shouldn't be approved. If the projects aren't approved, they will go to Perris or Riverside, and the air quality will probably not be much different, and those cities will have the jobs, not Moreno Valley. It is short-sighted not to take advantage of the businesses and the jobs that can be brought in for Moreno Valley citizens.

3. One of the speakers is focused on Benzeevi, and it doesn't seem to matter what it is.

4. Crossword Church has held campaign forums in the past. Will check with Bishop Sykes to see if there will be one this year. Haven't heard if the Chamber will have a campaign forum this year.

MV00192708

5. October 26 is the Mayor's Dinner which is Frankie and Mia's Wedding. It's a fundraiser that will be shared between the Boy Scouts and Laura Froehlich's charity, Troop Comfort.

6. Tomorrow at 10:30 a.m. the Commissioner of the California Highway Patrol and the Director of the Office of Traffic Safety will be here to present the Moreno Valley Police Department Traffic team with the 1st place award in the Law Enforcement Challenge for the State of California for like sized agencies and the second place award nation-wide for like sized agencies. In addition, he will be presenting awards to two of our motor officers who have earned high praise from the Office of Traffic Safety and California Highway Patrol. One motor officer arrested more DUI drivers than any other officer in the State of California during the year 2011.

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

MV00192709

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

None

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 10:33 p.m. by unanimous informal consent.

Submitted by:

_____
City Clerk Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, City as Successor for the Community
Redevelopment Agency of the City of Moreno Valley
Secretary, Moreno Valley Housing Authority
Secretary, Board of Library Trustees

Approved by:

_____
Mayor Richard A. Stewart
President, Moreno Valley Community Services District
Chairperson, City as Successor for the Community
Redevelopment Agency of the City of Moreno Valley
Chairperson, Moreno Valley Housing Authority
Chairperson, Board of Library Trustees

MV00192710

AGENDA

CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

February 26, 2013

REGULAR MEETING – 6:00 P.M.

City Council Study Sessions
First & Third Tuesday of each month – 6:00 p.m.
City Council Meetings
Second & Fourth Tuesdays of each month – 6:00 p.m.
City Council Closed Session
First & Third Tuesday of each month – 6:00 p.m.
Immediately following Regular City Council Meetings and Study Sessions, unless no Closed Session Items are scheduled

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3705 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Tom Owings, Mayor

Marcelo Co, Mayor Pro Tem
Jesse L. Molina, Council Member
Richard A. Stewart, Council Member
Victoria Baca, Council Member

AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
AND THE BOARD OF LIBRARY TRUSTEES

THE CITY COUNCIL RECEIVES A SEPARATE STIPEND FOR CSD MEETINGS

REGULAR MEETING - 6:00 PM
FEBRUARY 26, 2013

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION - Pastor Mark Orellana - Victory Outreach

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

MV00192712

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority or the Board of Library Trustees requests that an item be removed for separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF FEBRUARY 12, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

A.4 APPROVAL OF PAYMENT REGISTER FOR DECEMBER, 2012
(Report of: Financial & Management Services Department)

Recommendation:
1. Adopt Resolution No. 2013-12, approving the Payment Register for the month of December, 2012 in the amount of $13,301,776.54.

   Resolution No. 2013-12

   A Resolution of the City Council of the City of Moreno Valley, California, Approving the Payment Register for the Month of December, 2012

A.5 RECEIPT OF QUARTERLY INVESTMENT REPORT – QUARTER ENDED DECEMBER 31, 2012
(Report of: Financial & Management Services Department)

Recommendation:

1. Receive and file the Quarterly Investment Report, in compliance with the City's Investment Policy.

A.6 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY
(Report of: Public Works Department)

Recommendation:

1. Approve Resolution No. 2013-13 amending the Electric Rates for Moreno Valley Utility

   Resolution No. 2013-13

   A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates, and Electric Service Rules, Fees, and Charges for Moreno Valley Utility

A.7 APPROVE REIMBURSEMENT AGREEMENT FOR CONSTRUCTION OF ALTERNATE STREET SECTION OVER EASTERN MUNICIPAL WATER DISTRICT (EMWD) FACILITIES AS PART OF THE PERRIS BOULEVARD WIDENING FROM PERRIS VALLEY STORM DRAIN LATERAL "B" TO CACTUS AVENUE
PROJECT NO. 801 0022 70 77
(Report of: Public Works Department)

Recommendations

1. Approve the Reimbursement Agreement for Construction of an Alternate Street Section over Eastern Municipal Water District (EMWD) Facilities as part of the Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue.

2. Authorize the City Manager to execute the Reimbursement Agreement for the amount of $220,000, upon concurrence by EMWD.

3. Authorize the Public Works Director/City Engineer to execute any subsequent related amendments to the Agreement with EMWD up to, but not exceeding an additional amount of $44,000.

4. Authorize a revenue appropriation of the amount of the EMWD reimbursement in Fund 3003 (TUMF Capital Projects) after the revenue is received from EMWD per the Reimbursement Agreement to fund the alternate street section segment construction.

A.8 APPROVE THE COOPERATIVE AGREEMENT WITH RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

FOR THE MORENO MASTER DRAINAGE PLAN LINE F, STAGE 2, AND AUTHORIZE THE APPROPRIATION OF FUNDS, PROJECT NO. 804 0005 70 77
(Report of: Public Works Department)

Recommendations

1. Approve the Cooperative Agreement with Riverside County Flood Control and Water Conservation District (the District) for the Moreno Master Drainage Plan Line F, Stage 2, subject to final acceptance of any changes by the City Manager and City Attorney, as well as approval of the appropriation of monies subject to the County Board of Supervisors approving the Cooperative Agreement and funding.

2. Authorize the City Manager to execute the Cooperative Agreement upon concurrence by the District.

3. Authorize the City Manager to approve any minor changes that may be requested by the District subject to the approval of the City Attorney.

4. Authorize the City Manager to execute any future amendments subject to the approval of the City Attorney.

5. Authorize the following appropriations: Revenue appropriation of up to $4,000,000 (3002-99-99-93002); Expense appropriation of up to $4,000,000 (3002-70-77-80004) in the Public Works General Capital Projects fund.

A.9 REPEAL RESOLUTION NO. 2010-58 ENERGY EFFICIENCY TARGETS FOR MORENO VALLEY UTILITY AS MANDATED BY ASSEMBLY BILL 2021 AND ADOPT RESOLUTION NO. 2013-13 UPDATING ENERGY EFFICIENCY TARGETS FOR MORENO VALLEY UTILITY
(Report of: Public Works Department)

Recommendation:

1. Repeal Resolution No. 2010-58 and Approve Resolution No. 2013-14 Adopting the 2013 Moreno Valley Utility Energy Efficiency Targets.

   Resolution No. 2013-14

   A Resolution of the City Council of the City of Moreno Valley, California, to Repeal Resolution No. 2010-58 Energy Efficiency Targets for Moreno Valley Utility and Adopt the Updated 2013 Energy Efficiency Targets for the Moreno Valley Electric Utility Mandated by Assembly Bill 2021

A.10 SR 60 EAST CORRIDOR OVERLAY STUDY STATUS REPORT
(Report of: Community & Economic Development Department)

Recommendation:

1. Receive and file a status report for the SR 60 East Corridor Overlay Study.

A.11 MONTHLY REPORT: MORENO VALLEY ANIMAL SHELTER ADOPTION RATE
(Report of: Administrative Services Department)

Recommendation:

1. Receive and file the Monthly Report: Moreno Valley Animal Shelter Adoption Rate for the period of January 1, 2013 to January 31, 2013.

A.12 RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JULY 1, 2013 THROUGH DECEMBER 31, 2013
(Report of: Community & Economic Development Department)

Recommendations

1. Acting in the Capacity as the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Adopt Resolution No. SA 2013-02 approving a Recognized Obligation Payment Schedule (ROPS 13-14 A), for the period of July 1, 2013 through December 31, 2013.

   Resolution No. SA 2013-02

   A Resolution of the City Council of the City of Moreno Valley Serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley Approving the Recognized Obligation Payment Schedule for the Period of July 1, 2013 Through December 31, 2013, and Authorizing the Executive Director or his Designee to Make Modifications Thereto

2. Authorize the Executive Director or his designee to make modifications to the Schedule.

3. Authorize the transmittal of the ROPS 13-14 A to the Oversight Board for review and approval.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF FEBRUARY 12, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF FEBRUARY 12, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF FEBRUARY 12, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

E. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

E.1 PUBLIC HEARING TO ADOPT AN INTERIM URGENCY ORDINANCE OF THE CITY OF MORENO VALLEY, CALIFORNIA, MAKING FINDINGS AND EXTENDING A MORATORIUM ON THE ISSUANCE OF LAND USE ENTITLEMENT IN FOUR DESIGNATED LOCATIONS ALONG THE SR-60 EAST CORRIDOR AREA
(Report of: City Attorney Department)

Recommendations That the City Council:

MV00192717

1. Conduct a Public Hearing to allow the public an opportunity to comment on the proposed Interim Urgency Ordinance.

2. Adopt Interim Urgency Ordinance No. 861 making findings and extending a moratorium on the Issuance of Land Use Entitlements in four designated locations along the SR-60 East corridor area

   Ordinance No. 861

   An Interim Urgency Ordinance of the City of Moreno Valley, California, making findings and extending a moratorium on the Issuance of Land Use Entitlements in four designated locations along the SR-60 East corridor area.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

G. REPORTS

G.1 APPROVE RESOLUTION NO. 2013-15 ESTABLISHING THE MAYOR'S AD HOC COMMITTEE ON INCREASING GRADUATION RATES
(Report of: City Manager Department)

Recommendations That the City Council:

1. Approve Resolution No. 2013-15 establishing a Mayor's Ad Hoc Committee on Increasing Graduation Rates.

   Resolution No. 2013-15

   A Resolution of the City Council of the City of Moreno Valley, California, Establishing A Mayor's Ad Hoc Committee on Increasing Graduation Rates

G.2 APPROVE RESOLUTION NO. 2013-16 ESTABLISHING A CHARTER EXPLORATORY AD HOC SUBCOMMITTEE
(Report of: City Manager Department)

Recommendations That the City Council:

1. Approve Resolution No. 2013-16, establishing a Charter Exploratory Ad Hoc Subcommittee.

   Resolution No. 2013-16

   A Resolution of the City Council of the City of Moreno Valley, California, Establishing a Charter Exploratory Ad Hoc Subcommittee of the City Council

2. Appoint two members of the City Council to serve as the Ad Hoc Subcommittee tasked with drafting a city charter for the review of the full City Council and possible further action.

G.3 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

G.3.1 PARKS AND COMMUNITY SERVICES DEPARTMENT UPDATE (POWERPOINT PRESENTATION)

G.4 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION

H.2.1 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 2 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE, BY ADDING A NEW CHAPTER 2.64, CREATING A JULY 4TH ADVISORY BOARD (RECEIVED FIRST READING AND INTRODUCTION BY A 5-0 VOTE) (Report of: Parks & Community Services Department)

Recommendations That the City Council:

1. Adopt Ordinance No. 860, an Ordinance of the City of Moreno Valley, California, amending Title 2 of the City of Moreno Valley Municipal Code, by adding a new Chapter 2.64, creating a July 4th Advisory Board.

   Ordinance No. 860

   An Ordinance of the City Council of the City of Moreno Valley, California, Amending Title 2 of the City of Moreno Valley Municipal Code, by Adding A New Chapter 2.64, Creating a July 4th Advisory Board

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE

COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/City as Successor Agency for the Community Redevelopment Agency/Housing Authority or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

AGENDA
February 26, 2013

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

ADJOURNMENT

CERTIFICATION

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, certify that the City Council Agenda was posted in the following places pursuant to City of Moreno Valley Resolution No. 2007-40:

City Hall, City of Moreno Valley
14177 Frederick Street

AGENDA
February 26, 2013

Moreno Valley Library
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center
25075 Fir Avenue

Jane Halstead, CMC,
City Clerk

Date Posted: 2/20/2013

AGENDA
February 26, 2013

MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
February 12, 2013

CALL TO ORDER

SPECIAL PRESENTATIONS

1. NAIOP Commercial Real Estate Development Association – Inland Empire Chapter Award Presentation to City of Moreno Valley as Public Partner of the Year 2012

2. Recognition of Shor Denny, Program Coordinator, Moreno Valley Safe Routes to School

3. Business Spotlight

a) Steer 'n Stein Restaurant
b) Office Depot

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:30 PM
February 12, 2013

CALL TO ORDER

The Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority and the Board of Library Trustees was called to order at 6:31 p.m. by Mayor Tom Owings in the Council Chamber located at 14177 Frederick Street.

Mayor Tom Owings announced that the City Council receives a separate stipend for CSD meetings.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Shor Denny.

INVOCATION - Captain Julius Murphy, The Salvation Army - Moreno Valley Corp

ROLL CALL

Council:

Tom Owings	Mayor
Victoria Baca	Council Member
Jesse L. Molina	Council Member
Richard A. Stewart	Council Member (left at 8:20 p.m.)

Absent:

Marcelo Co	Mayor Pro Tem

Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
Henry T. Garcia	City Manager

Richard Teichert	Financial and Management Services Director
Suzanne Bryant	Acting City Attorney
Michelle Dawson	Assistant City Manager
Joel Ontiveros	Police Chief
Abdul Ahmad	Fire Chief
Ahmad Ansari	Public Works Director
Barry Foster	Community and Economic Development Director
Tom DeSantis	Administrative Services Director
Mike McCarty	Parks & Community Services Director

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Tom Owings opened the agenda items for the Consent Calendars for public comments, which were received from Pete Bleckert (Item A.3, Chamber of Commerce).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF JANUARY 22, 2013 (Report of: City Clerk's Department)

Recommendations
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendations
Approve as submitted.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF JANUARY 22, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF JANUARY 22, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF JANUARY 22, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 4-0-1, Mayor Pro Tem Marcelo Co absent.

E. PUBLIC HEARINGS - None

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

G. REPORTS

G.1 PROPOSED RESOLUTION AMENDING THE RULES OF PROCEDURE FOR CITY COUNCIL MEETINGS AND RELATED FUNCTIONS AND ACTIVITIES (ITEM CONTINUED FROM JANUARY 22, 2013, BY A 5-0 VOTE)
(Report of: City Manager Department)

Recommendations That the City Council:

1. Adopt Resolution No. 2013-10 repealing Resolution No. 2011-117 and adopting amended and restated Rules of Procedure for Council Meetings and Related Functions and Activities.

MV00192726

Resolution No. 2013-10

A Resolution of the City Council of the City of Moreno Valley, California, Repealing Resolution 2011-117, and Adopting Amended and Restated Rules of Procedure for City Council Meetings and Related Functions and Activities

2. Approve a change in practice and direct staff to begin televising City Council study sessions.

Mayor Tom Owings opened the agenda item for public comments, which were received from Deanna Reeder and Tom Jerele Sr (supports).

Motion to Approve by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 4-0-1, Mayor Pro Tem Marcelo Co absent.

G.2 APPROVE A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AUTHORIZING THE TRANSFER OF THE REMAINING BOND PROCEEDS FROM THE 2007 TAX ALLOCATION BONDS SERIES A FROM THE SUCCESSOR AGENCY TO THE CITY OF MORENO VALLEY TO COMPLETE THE REMAINING BOND FUNDED PROJECTS
(Report of: Financial & Management Services Department)

Recommendations That the City Council:
Acting in their capacity as the Successor Agency, approve Resolution No. SA 2013-01 authorizing and directing the transfer of all remaining bond proceeds from the 2007 Tax Allocation Bonds, Series A, from the Successor Agency to the City of Moreno Valley to complete the remaining bond funded projects.

Resolution No. SA 2013-01

A Resolution Of The Successor Agency To The Community Redevelopment Agency Of The City Of Moreno Valley Authorizing The Transfer Of All Remaining Bond Proceeds From The 2007 Tax Allocation Bonds Series A From The Successor Agency To The City Of Moreno Valley To Complete The Remaining Bond Funded Projects

Mayor Tom Owings opened the agenda item for public comments, which were received from Deanna Reeder (opposes), and Pete Bleckert.

Motion to Approve by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 4-0-1, Mayor Pro Tem Marcelo Co absent.

G.3 APPROVE A RESOLUTION OF THE CITY OF MORENO VALLEY AUTHORIZING THE RECEIPT OF THE REMAINING BOND PROCEEDS FROM THE 2007 TAX ALLOCATION BONDS SERIES A FROM THE SUCCESSOR AGENCY TO COMPLETE THE BOND FUNDED PROJECTS AND AUTHORIZING THE ESTABLISHMENT OF THE REQUIRED FUNDS AND ACCOUNTS FOR ACCOUNTING PURPOSES
(Report of: Financial & Management Services Department)

Recommendations That the City Council:
Approve Resolution No. 2013-11 authorizing the receipt of remaining bond proceeds from the 2007 Tax Allocation Bonds, Series A, from the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley, and direct the City to complete the remaining bond funded projects and authorizing and directing staff to establish all funds and accounts necessary to record and report on the expenditure of bond proceeds for accounting purposes.

Resolution No. 2013-11

A Resolution Of The City Council Of The City Of Moreno Valley, California, Authorizing The Receipt Of Remaining Bond Proceeds From The 2007 Tax Allocation Bonds Series A From The Successor Agency To Complete The Remaining Bond Funded Projects And Authorizing The Establishment Of The Required Funds And Accounts For Accounting Purposes

Mayor Tom Owings opened the agenda item for public comments, which were received from Pete Bleckert.

Motion to Approve by m/Council Member Richard A. Stewart, s/Council Member Victoria Baca

Approved by a vote of 4-0-1, Mayor Pro Tem Marcelo Co absent.

G.4 RECEIVE AND FILE A REPORT DISCUSSING THE STATE DEPARTMENT OF FINANCE'S DETERMINATION OF THE SUCCESSOR AGENCY OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY'S LOW AND MODERATE INCOME HOUSING FUNDS
(Report of: Financial & Management Services Department)

Recommendations That the City Council:
Receive and file the staff report discussing the State Department of Finance's Determination of the Successor Agency of the Community

Redevelopment Agency of the City of Moreno Valley's low and moderate income housing funds.

Mayor Tom Owings opened the agenda item for public comments, which were received from Pete Bleckert and Deanna Reeder.

Council Member Richard A. Stewart left at 8:20 p.m.

Motion to Approve by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 3-0-2, Mayor Pro Tem Marcelo Co, and Council Member Richard A. Stewart absent.

G.5 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action) - none

G.6 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action) - none

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION

H.1.1 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 2 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE, BY ADDING A NEW CHAPTER 2.64, CREATING A JULY 4TH ADVISORY BOARD (Report of: Parks & Community Services Department)

Recommendations That the City Council:
Introduce Ordinance No. 860, an Ordinance of the City of Moreno Valley, California, amending Title 2 of the City of Moreno Valley Municipal Code, by adding a new Chapter 2.64, creating a July 4th Advisory Board.

Ordinance No. 860

An Ordinance Of The City Council Of The City Of Moreno Valley, California, Amending Title 2 Of The City Of Moreno Valley Municipal Code, By Adding A New Chapter 2.64, Creating A July 4th Advisory Board

Mayor Tom Owings opened the agenda item for public comments, which were received from Scott Heveran, Tom Jerele Sr. (supports), Julie Ann Stewart-Cleaveland, and Cody Gonzalez.

Recess;

Reconvened

Motion to Approve by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 3-0-2, Mayor Pro Tem Marcelo Co, and Council Member Richard A. Stewart absent.

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

PUBLIC COMMENTS **ON ANY SUBJECT NOT ON THE AGENDA** UNDER THE JURISDICTION OF THE CITY COUNCIL

Scott Heveran

1. Thanked for televising study sessions
2. The need to educate and involve voters
3. Format for debates

Daryl Terrell

1. Money spent in politics; proposed campaign finance reform plan

Deanna Reeder

1. Lawsuit, which was mentioned at the February 2, 2013 special meeting, regarding financing of Nason Street improvements

Tom Jerele Sr.

1. Thanked Mayor Owings and Council Member Molina for supporting Sundance shopping center
2. Scot Robinson's anti-drags and anti-drinking presentation at Vista del Lago High School
3. Ideas for 4th of July celebration

Pete Bleckert

1. RDA development
2. City's spending/contribution to the Chamber of Commerce
3. Campaign contributions received by Council Members

Cody Gonzales

1. Thanked the Council for approving creation of 4th of July Advisory Board
2. Asked to amend the ordinance to include two youth members (15 to 25 years old), instead of two teen members

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Council Member Victoria Baca

1. Attended Vision Warrior Academy at Vista del Lago High School; second presentation for the parents will be held on February 13; encouraged parents to attend; it is important for parents to know what is going on in their children lives; many parents don't know what that means to be addicted

2. Pleased that July 4th Advisory Board was approved by the City Council; encouraged residents to volunteer

Council Member Jesse L. Molina

1. Attended actor Scot Robinson's Vision Warrior event – the actor is trying to make connection with kids; very interesting and convincing

2. Reminded everyone that February is a Black History month; many churches and organizations hold celebrations

3. Go Pass for Moreno Valley campus – asked to take advantage of it; it provides mobility; unfortunately, it didn't make a ballot; six thousand students were eligible for the program, but only 1,400 voted; is trying to get back the program

4. Today, attended the Black History Month celebration at the Senior Center

Mayor Tom Owings

1. Riverside Hillside Association is suing to block the Metrolink in Perris; encouraged citizens to call in support of this program; this program will

take 350,000 cars a day out of our freeway

3. Moreno Valley Animal Shelter will be holding a Valentine's Day Pet Adoption event on February 13, offering special discounted adoption prices; encouraged residents to adopt a pet from the shelter; information is available on the City's Web site

CLOSED SESSION - none

ADJOURNMENT

Motion to Approve by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 3-0-2, Mayor Pro Tem Marcelo Co, and Council Member Richard A. Stewart absent.

There being no further business to conduct, the meeting was adjourned at 10:15 p.m. by unanimous informal consent.

Submitted by:

_____

City Clerk Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Secretary, Moreno Valley Housing Authority
Secretary, Board of Library Trustees

Approved by:

_____

Council Member Richard A. Stewart
President, Moreno Valley Community Services District
Chairperson, City as Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Moreno Valley Housing Authority
Chairperson, Board of Library Trustees

enl

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: February 26, 2013

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Reports on Reimbursable Activities for the period of February 6-19, 2013.

Reports on Reimbursable Activities February 6-19, 2013			
Council Member	Date	Meeting	Cost
Victoria Baca		None	
Marcelo Co		None	
Jesse L. Molina	2/13/13	Student of the Month	$15.00
Tom Owings		None	
Richard A. Stewart		None	

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Management Services Director

AGENDA DATE: February 26, 2013

TITLE: APPROVAL OF PAYMENT REGISTER FOR DECEMBER, 2012

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. 2013-12, approving the Payment Register for the month of December, 2012 in the amount of $13,301,776.54. Resolution No. 2013-12 - A Resolution of the City Council of the City of Moreno Valley, California, Approving the Payment Register for the Month of December, 2012

DISCUSSION

The payment register has been revised to incorporate additional data while still using a standard format from the City's new LOGOS General Ledger system. This revised format provides the following:

1. Lists all issued checks and electronic fund transfers (EFT) for the month, thus eliminating the need for a separate fund transfer register;
2. Created two categories for all payments:
    a. Category A: Checks/EFTs in the amount of $25,000 or greater; and
    b. Category B: Checks/EFTS under $25,000;
3. If a vendor was issued a check/EFT in the amount of $25,000 or greater, all checks issued to the vendor for the month are listed in Category A;
4. Lists all payments by vendor in alphabetical order;
5. Provides City and State information of vendor.

Staff continues to work on possible alternate sorting options and solutions as we become fully operational with the features of the new system.

FISCAL IMPACT

The disbursements itemized in the attached Payment Register are reflected in the FY 2012-13 budget. Therefore, there is no fiscal impact other than the expenditure of budgeted funds.

ATTACHMENTS

Attachment 1: Proposed Resolution
Attachment 2: Payment Register for Month of December, 2012

Prepared By:
Dena Heald
Acting Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Management Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Attachment 1

RESOLUTION NO. 2013-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE PAYMENT REGISTER FOR THE MONTH OF DECEMBER, 2012

WHEREAS, the Financial & Management Services Department has prepared and provided the Payment Register for the period December 1, 2012 through December 31, 2012, for review and approval by the City Council of the City of Moreno Valley; and

WHEREAS, it is in the best interest of the City that the referenced Payment Register be approved.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Payment Register for the period December 1, 2012 through December 31, 2012, in the total amount of $13,301,776.54 is approved.

APPROVED AND ADOPTED this 26th day of February, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00192736

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-12 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 26th day of February, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

CITY CLERK

MV00192737

City of Moreno Valley
Payment Register
For Period 12/1/2012 through 12/31/2012

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
AECOM TECHNICAL SERVICES INC	215453	12/20/2012	37275273	CONSULTING SERVICES, ENGINEERING - INDIAN BASIN IMPROVEMENTS	$85,387.98	
			Remit to:	ONTARIO, CA	$85,387.98	$85,387.98
C P CONSTRUCTION CO., INC.	215245	12/10/2012	14919	CONSTRUCTION CONTRACT - CORPORATE YARD SEWER	$32,324.73	
			Remit to:	ONTARIO, CA	$32,324.73	$218,594.86
COUNTY OF RIVERSIDE SHERIFF	8008	12/03/2012	SH0000020109	CONTRACT LAW ENFORCEMENT BILLING #3 (8/23-9/19/12)	$2,601,967.60	
			Remit to:	RIVERSIDE, CA	$2,601,967.60	$16,448,270.42
COUNTY OF RIVERSIDE, AUDITOR-CONTROLLER	215361	12/17/2012	SEPT-12	TRANSMITTAL OF AB544-PARKING CONTROL FEES	$21,105.38	
			OCT-12	TRANSMITTAL OF AB544-PARKING CONTROL FEES	$23,567.50	
			Remit to:	RIVERSIDE, CA	$44,672.88	$79,664.46
E M W D	215460	12/20/2012	NOV-12 12/20/12	WATER CHARGES	$43,654.93	
			Remit to:	PERRIS, CA	$43,654.93	$703,687.34
ELITE COMPANIES US, INC.	215252	12/10/2012	10292012	CONSTRUCTION CONTRACT - HEACOCK STREET SIDEWALK IMPROVEMENTS	$30,911.23	
			Remit to:	HUNTINGTON BEACH, CA	$30,911.23	$47,174.74
EMPLOYMENT DEVELOPMENT DEPARTMENT	8183	12/14/2012	S121213	3207-STATE INCOME TAX DEPOSIT	$35,765.04	
			Remit to:	WEST SACRAMENTO, CA	$35,765.04	$487,285.36
EMPLOYMENT DEVELOPMENT DEPARTMENT	8294	12/28/2012	S121227	3215-STATE INCOME TAX DEPOSIT	$36,022.70	

MV00192738

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	WEST SACRAMENTO, CA	$36,022.70	$487,285.36
FALCON ENGINEERING SERVICES, INC	215462	12/20/2012	2012-02REV	CONSULTING SERVICES, ENGINEERING	$5,940.00	
			2012-04REV-A	CONSULTING SERVICES, ENGINEERING - MORENO BEACH PH I	$45,579.39	
			2012-02-A	CONSULTING SERVICES, ENGINEERING - MORENO BEACH PH I	$11,556.50	
			2012-03REV-A	CONSULTING SERVICES, ENGINEERING - MORENO BEACH PH I	$9,747.20	
			Remit to:	CORONA, CA	$72,823.09	$80,810.51
FOOD SERVICES OF MVUSD	215463	12/20/2012	4792	AFTER SCHOOL SNACKS-SEPT12	$32,253.64	
			4793	AFTER SCHOOL SNACKS-OCT12	$37,407.20	
			4786	AFTER SCHOOL SNACKS-AUG12	$16,109.72	
			Remit to:	MORENO VALLEY, CA	$85,770.56	$85,770.56
HILLCREST CONTRACTING, INC	8057	12/10/2012	PB 22135	CONSTRUCTION CONTRACT - PERRIS BLVD. IMPROVEMENTS	$416,008.47	
			Remit to:	CORONA, CA	$416,008.47	$1,339,372.85
IHERB, INC	8221	12/20/2012	W121206	PARTICIPATION AGREEMENT-NEW BUSINESS INCENTIVE PROG.	$50,000.00	
			Remit to:	MORENO VALLEY, CA	$50,000.00	$50,000.00
INTERNAL REVENUE SERVICE	8182	12/14/2012	F121213	3206-FEDERAL INCOME TAX DEPOSIT	$137,162.92	
			Remit to:	SACRAMENTO, CA	$137,162.92	$1,704,354.93
INTERNAL REVENUE SERVICE	8293	12/28/2012	F121227	3214-FEDERAL INCOME TAX DEPOSIT	$137,514.89	
			Remit to:	SACRAMENTO, CA	$137,514.89	$1,704,354.93

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City of Moreno Valley
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For Period 12/1/2012 through 12/31/2012

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
KIP INCORPORATED	215369	12/17/2012	6919	CONSTRUCTION CONTRACT - HEACOCK STREET BRIDGE	$518,907.48	
			Remit to:	MURRIETA, CA	$518,907.48	$1,491,209.23
LAWYERS TITLE COMPANY	8173	12/11/2012	W121202	LAND ACQUISITION-MORENO VALLEY INTERCHANGE PROJ-APN473-160-008	$29,290.00	
			Remit to:	NEWPORT BEACH, CA	$29,290.00	$239,312.50
MARIPOSA HORTICULTURAL	8019	12/03/2012	57259	LANDSCAPE MAINT-ZONE DSG-2-ADDL WORK-OCT12	$1,297.07	
			57260	LANDSCAPE MAINT-ZONE DSG-2-OCT12	$12,857.13	
			56775	LANDSCAPE MAINT-DSG2-SEPT12	$12,857.13	
			Remit to:	IRWINDALE, CA	$27,011.33	$102,301.21
MORENO VALLEY UTILITY	215371	12/17/2012	7013411-01/NOV12	ELECTRICITY-UTILITY FIELD OFFICE	$82.66	
			DEC-12 12/12/12	ELECTRICITY	$51,224.88	
			Remit to:	HEMET, CA	$51,307.54	$458,122.33
MOSS BROS. AUTOGROUP	8224	12/20/2012	W121207	PARTICIPATION AGREEMENT-FINAL PAYMENT	$250,000.00	
			Remit to:	RIVERSIDE, CA	$250,000.00	$250,000.00
MV HEMLOCK LIMITED PARTNERSHIP	8222	12/20/2012	W121208	FIRST DISBURSEMENT OF HOME FUND	$400,000.00	
			Remit to:	RIVERSIDE, CA	$400,000.00	$400,000.00
NATIONWIDE RETIREMENT SOLUTIONS	8179	12/13/2012	NW457121213	3203-DEFERRED COMP-457 & 401A	$27,124.75	
			Remit to:	COLUMBUS, OH	$27,124.75	$335,812.83
NATIONWIDE RETIREMENT SOLUTIONS	8297	12/27/2012	NW457121227	3211-DEFERRED COMP-457 & 401A	$27,043.62	

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CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	COLUMBUS, OH	$27,043.62	$335,812.83
NEW WORLD SYSTEMS, CORP.	8148	12/17/2012	024217	MILESTONE BILLING-ERP REPLACEMENT PROJECT	$42,200.00	
			024335	TRAVEL TIME-ERP REPLACEMENT PROJECT	$600.00	
			024260	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT	$1,615.43	
			024186	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT	$2,668.31	
			Remit to:	TROY, MI	$47,083.74	$200,568.99
NOBLE AMERICAS ENERGY SOLUTIONS	8203	12/20/2012	123460002703097	ELECTRIC ENERGY PURCHASE FOR MV UTILITY	$258,915.26	
			Remit to:	PASADENA, CA	$258,915.26	$1,766,502.68
OPTUS, INC	215373	12/17/2012	TQI181822	NEC IP SIP TELEPHONES ORDER	$7,926.09	
			TQI181960	NEC IP SIP TELEPHONES ORDER	$31,833.66	
			Remit to:	JONESBORO, AZ	$39,759.75	$39,759.75
PERS HEALTH INSURANCE	8174	12/07/2012	W121203	EMPLOYEE HEALTH INSURANCE	$194,297.73	
			Remit to:	SACRAMENTO, CA	$194,297.73	$1,166,249.81
PERS RETIREMENT	8330	12/07/2012	P121123	3200-PERS RETIREMENT	$238,813.57	
			Remit to:	SACRAMENTO, CA	$238,813.57	$3,050,765.68
PERS RETIREMENT	8331	12/21/2012	P121207	3207-PERS RETIREMENT	$239,979.63	
			Remit to:	SACRAMENTO, CA	$239,979.63	$3,050,765.68
R.I.C. CONSTRUCTION CO., INC.	8149	12/17/2012	45550	ANNEX 1 TENANT IMPROVEMENTS PROJECT SVCS	$257,971.18	

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CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	HESPERIA, CA	$257,971.18	$491,306.98
RIVERSIDE COUNTY SHERIFF	215250	12/10/2012	SH0000020443	LAW ENFORCEMENT SVCS-2010 JAG GRANT	$12,468.04	
			SH0000020370	REIMB FOR RCRMC SEXUAL ASSAULT EXAMS BILLED TO COUNTY	$11,700.00	
			SH0000020442	LAW ENFORCEMENT SVCS-2010 JAG GRANT	$10,892.27	
			SH0000020441	LAW ENFORCEMENT SVCS-2010 JAG GRANT	$4,672.01	
			Remit to:	MORENO VALLEY, CA	$39,732.32	$196,882.97
SHELL ENERGY NORTH AMERICA (US) L.P.	8153	12/17/2012	1150560	ELECTRIC ENERGY PURCHASE FOR MV UTILITY	$434,106.40	
			Remit to:	PHILADELPHIA, PA	$434,106.40	$3,365,695.20
SOUTHERN CALIFORNIA EDISON	215276	12/10/2012	7500226416	WDAT CHARGES-FREDERICK AVE. LOCATION	$2,875.05	
			7500226415	WDAT CHARGES-NANDINA AVE. LOCATION	$2,647.31	
			7500226414	WDAT CHARGES-GLOBE ST. LOCATION	$9,808.92	
			7500226413	WDAT CHARGES-GRAHAM ST. LOCATION	$6,078.69	
			7500226411	WDAT CHARGES-IRIS AVE. LOCATION	$4,422.29	
			Remit to:	ROSEMEAD, CA	$25,832.26	$231,553.58
SOUTHERN CALIFORNIA EDISON	215382	12/17/2012	707-6081 NOV-12	ELECTRICITY	$400.23	
			721-3449 NOV-12	IFA CHARGES-SUBSTATION	$14,146.73	
			587-9520 NOV-12	ELECTRICITY-FERC CHARGES	$701.48	
			NOV-12 12/17/12	ELECTRICITY	$107,764.31	
			Remit to:	ROSEMEAD, CA	$123,012.75	$1,143,324.31
SOUTHERN CALIFORNIA EDISON	215473	12/20/2012	NOV-12 12/20/12	ELECTRICITY	$59,644.47	

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CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	ROSEMEAD, CA	$59,644.47	$1,143,324.31
STANDARD INSURANCE CO	215401	12/17/2012	121201a	LIFE & DISABILITY INSURANCE	$29,274.11	
			Remit to:	PORTLAND, OR	$29,274.11	$173,092.24
STI, INC. and CAL STRIPE, INC.	215417	12/17/2012	11-901-Ret-5	JOINT CHECK-IRONWOOD AVE IMPROVEMENTS PROJECT RETENTION RELEASE	$28,262.74	
			Remit to:	RIVERSIDE, CA	$28,262.74	$28,262.74
STI, INC. and MATICH CORP.	215413	12/17/2012	11-901-Ret-1	JOINT CHECK-IRONWOOD AVE IMPROVEMENTS PROJECT RETENTION RELEASE	$48,254.58	
			Remit to:	RIVERSIDE, CA	$48,254.58	$48,254.58
STI, INC. and ROBERTSON'S	215416	12/17/2012	11-901-Ret-4	JOINT CHECK-IRONWOOD AVE IMPROVEMENTS PROJECT RETENTION RELEASE	$44,545.40	
			Remit to:	RIVERSIDE, CA	$44,545.40	$44,545.40
STI, INC., TRUCKING MATERIALS	8028	12/03/2012	11-901-Ret	RETENTION RELEASE PAYMENT-IRONWOOD AVE IMPRVMNTS PROJECT	$88,815.03	
			Remit to:	RIVERSIDE, CA	$88,815.03	$528,690.97
SULLY- MILLER CONTRACTING CO.	215214	12/03/2012	6-SMC	CONSTRUCTION SERVICES	$2,211,501.48	
			Remit to:	BREA, CA	$2,211,501.48	$13,194,441.66
SULLY- MILLER CONTRACTING CO.	215386	12/17/2012	7-SMC	CONSTRUCTION CONTRACT - NASON/CACTUS	$1,514,913.79	
			Remit to:	BREA, CA	$1,514,913.79	$13,194,441.66
THINK TOGETHER INC. #201108	215387	12/17/2012	111000-12/13-4	ASES PROGRAM MANAGEMENT SERVICES	$444,467.51	

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City of Moreno Valley

Payment Register

For Period 12/1/2012 through 12/31/2012

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	LOS ANGELES, CA	$444,467.51	$1,777,870.04
TRANSTECH ENGINEERS, INC.	215217	12/03/2012	12112939	ENGINEERING SERVICES - NASON/CACTUS	$56,916.87	
			12106694	ENGINEERING SERVICES - NASON/CACTUS	$38,318.25	
			Remit to:	WALNUT, CA	$95,235.12	$307,370.12
U.S. BANK	8175	12/11/2012	W121204	CALCARD PAYMENT FOR CYCLE END 11/27/12	$172,660.62	
			Remit to:	ST. LOUIS, MO	$172,660.62	$1,109,140.57
WILLDAN AND ASSOCIATES	215288	12/10/2012	002-12760	PLAN CHECK & INSPECTION SVCS FOR BLDG & SAFETY DEPT.	$25,697.56	
			Remit to:	ANAHEIM, CA	$25,697.56	$94,428.98
WRCRCA	215487	12/20/2012	NOV-2012 MSHCP	MSHCP FEES COLLECTED FOR NOVEMBER 2012-COMMERCIAL/INDUSTRIAL	$359,074.71	
			Remit to:	RIVERSIDE, CA	$359,074.71	$377,216.46

TOTAL AMOUNTS OF $25,000 OR GREATER **$12,162,523.45**

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
4N6XPRT SYSTEMS	215181	12/03/2012	120760	EXPERT AUTO STATS SOFTWARE-TRAFFIC UNIT	$492.75	
			Remit to:	LA MESA, CA	$492.75	$492.75
A & I REPROGRAPHICS	215349	12/17/2012	CN00010544	REPROGRAPHICS, PLANS AND SPECIFICATIONS	$1,919.14	
			Remit to:	ONTARIO, CA	$1,919.14	$9,972.81
ABILITY COUNTS, INC	215239	12/10/2012	ACI9606	LANDSCAPE MAINT-CFD #1	$2,065.00	
			Remit to:	CORONA, CA	$2,065.00	$12,040.00
ABILITY COUNTS, INC	215449	12/20/2012	ACI9654	LANDSCAPE MAINT-CFD #1	$1,515.00	
			Remit to:	CORONA, CA	$1,515.00	$12,040.00
ACCESS SECURITY CONTROLS INT., INC.	215182	12/03/2012	12-3501	RESET 9412 PANEL TO FACTORY-ERC	$125.00	
			Remit to:	TEMECULA, CA	$125.00	$425.00
ACTION DOOR REPAIR CORP.	215450	12/20/2012	83627	INSPECTED BAY DOOR APPARATUS-FIRE STN 91	$385.00	
			Remit to:	HUNTINGTON PARK, CA	$385.00	$6,494.07
ACTION DOORS	215240	12/10/2012	84047	SVC CALL-DOOR #1-FIRE STN 58	$879.79	
			84250	REPAIR MOVING WALL-SENIOR CNTR	$286.24	
			Remit to:	HUNTINGTON PARK, CA	$1,166.03	$6,494.07
ACTION DOORS	215350	12/17/2012	84148	REPLACED GATE LOOP DETECTOR-ANIMAL SVCS	$1,816.84	
			84161	REPAIRED MOVABLE WALL-CRC ALESSANDRO RM	$991.35	
			84006	INSTALL GATE RADIO RECEIVER-FIRE STN 91	$321.04	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
ACTION DOORS	215350	12/17/2012	84003	INSTALL REVERSE GATE EDGE-ANIMAL SVCS	$549.36	
			Remit to:	HUNTINGTON PARK, CA	$3,678.59	$6,494.07
ADDICTION MEDICINE CONSULTANTS, INC.	215351	12/17/2012	12M13	D.O.T. DRUG/ALCOHOL TESTING-CY 2013	$1,595.00	
			Remit to:	REDLANDS, CA	$1,595.00	$1,595.00
ADLERHORST INTERNATIONAL INC.	215451	12/20/2012	17558	MONTHLY TRAINING-K-9 DUKE-NOV12	$141.67	
			17559	MONTHLY TRAINING-K-9 OZZIE-NOV12	$141.67	
			17560	MONTHLY TRAINING-K-9 IVAN-NOV12	$141.67	
			Remit to:	RIVERSIDE, CA	$425.01	$425.01
ADMINSURE	215183	12/03/2012	6078	WORKER'S COMP CLAIMS ADMIN	$2,600.00	
			6123	WORKERS' COMP CLAIMS ADMIN	$2,600.00	
			Remit to:	DIAMOND BAR, CA	$5,200.00	$18,200.00
ADVANCED ELECTRIC	215241	12/10/2012	10557	CITY HALL ELECTRICAL REPAIRS-TECH SVCS	$823.00	
			Remit to:	RIVERSIDE, CA	$823.00	$16,923.18
ADVANCED ELECTRIC	215452	12/20/2012	10640	ELECTRICAL REPAIRS-CITY HALL	$506.00	
			10667	ELECTRICAL REPAIRS-TOWNGATE CC FOUNTAIN	$950.00	
			Remit to:	RIVERSIDE, CA	$1,456.00	$16,923.18
AEI-CASC ENGINEERING	8044	12/10/2012	0028762	PLAN CHECK SVCS - WQMP	$1,270.00	
			Remit to:	COLTON, CA	$1,270.00	$18,301.31
AEROTEK PROFESSIONAL SERVICES	215352	12/17/2012	OP03741294	TEMPORARY PERSONNEL SVCS-CODE	$334.80	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	CHICAGO, IL	$334.80	$3,906.00
AEROTEK PROFESSIONAL SERVICES	215454	12/20/2012	OP03788643	TEMPORARY PERSONNEL SVCS-SR. ADMIN ASST-TECH SVCS	$418.50	
			OP03804939(a)	TEMPORARY PERSONNEL SVCS-SR. ADMIN ASST-TECH SVCS	$558.00	
			Remit to:	CHICAGO, IL	$976.50	$3,906.00
AIR EXCHANGE, INC.	215184	12/03/2012	30252	PLYMOVENT MAINT/REPAIR-FIRE STN 2	$95.99	
			Remit to:	SAN BRUNO, CA	$95.99	$891.59
ALEX SOLANO	215381	12/17/2012	105	AUDIO VISUAL TECH SERVICES FOR EVENT-CONTR# 21373	$500.00	
			Remit to:	SAN BERNARDINO, CA	$500.00	$1,000.00
ALFREY PATTERSON	215302	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$225.99	
			Remit to:	MORENO VALLEY, CA	$225.99	$1,129.95
ALLEEN F. DORY	215293	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$225.99	
			Remit to:	HEMET, CA	$225.99	$1,129.95
ALLIANZ LIFE INSURANCE CO	215394	12/17/2012	121215	NON-EXEMPT ANNUITY	$75.00	
			Remit to:	PITTSBURGH, PA	$75.00	$450.00
ALPHA AUTOMATION	215353	12/17/2012	4444	DATA SVC-FUEL TANKS	$71.10	
			Remit to:	LOS ANGELES, CA	$71.10	$138.46
AMERICAN FORENSIC NURSES	7999	12/03/2012	62351	BLOOD DRAW-POLICE	$41.08	
			Remit to:	PALM SPRINGS, CA	$41.08	$31,580.76
AMERICAN FORENSIC NURSES	8137	12/17/2012	62444	BLOOD DRAW-POLICE	$350.00	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	PALM SPRINGS, CA	$350.00	$31,580.76
AMERICAN FORENSIC NURSES	8187	12/20/2012	62443	BLOOD DRAW-POLICE	$1,939.28	
			62511	BLOOD DRAW SERVICE	$2,579.40	
			Remit to:	PALM SPRINGS, CA	$4,518.68	$31,580.76
AMERICAN TOWERS	8045	12/10/2012	1370176	TOWER SPACE LEASE-TECH SVCS	$2,783.48	
			Remit to:	CHARLOTTE, NC	$2,783.48	$16,486.76
AMTECH ELEVATOR SERVICES	215185	12/03/2012	DVB05044C12	ELEVATOR MAINT/REPAIR-CITY HALL	$121.92	
			DVB65909C12	ELEVATOR MAINT/REPAIR-EOC	$100.00	
			Remit to:	PASADENA, CA	$221.92	$1,863.10
ANA M. CANNON	8075	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	HASLET, TX	$318.73	$1,593.65
ANDREA SORRELL	215274	12/10/2012	0001-000001	MURAL DESIGN-50/50 UPFRONT FEE	$6,832.50	
			Remit to:	RIVERSIDE, CA	$6,832.50	$7,632.50
ANNE EGGERSTEN	215294	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$320.43	
			Remit to:	RANCHO MIRAGE, CA	$320.43	$1,602.15
ARIEL MUNOZ	215492	12/20/2012	10/3-11/20/12	MILEAGE REIMBURSEMENT	$106.01	
			Remit to:	MORENO VALLEY, CA	$106.01	$311.36
ARROWHEAD DIRECT	8000	12/03/2012	02K0032414377	WATER PURIFY RNTL UNIT-PSB	$27.85	
			Remit to:	LOUISVILLE, KY	$27.85	$3,070.97
ARROWHEAD DIRECT	8046	12/10/2012	02K0032389744	WATER PURIFY RNTL UNIT-FIRE STN 99	$24.77	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
ARROWHEAD DIRECT	8046	12/10/2012	02K0029115227	WATER PURIFY RNTL UNIT-SDA ANNEX	$26.93	
			02K0029115201	WATER PURIFY RNTL UNIT-SENIOR CNTR	$24.77	
			02K0029115300	WATER PURIFY RNTL UNIT-FACILITIES ANNEX	$26.93	
			02K0029115359	WATER PURIFY RNTL UNIT-CRC	$26.93	
			02K0029115177	WATER PURIFY RNTL UNIT-ANIMAL SVCS	$59.25	
			02K0029115243	WATER PURIFY RNTL UNIT-TECH SVCS ANNEX	$26.93	
			Remit to:	LOUISVILLE, KY	$216.51	$3,070.97
ASSISTANCE LEAGUE OF RIVERSIDE	215187	12/03/2012	102512	CDBG GRANT-OPERATION SCHOOL BELL	$10,000.00	
			Remit to:	RIVERSIDE, CA	$10,000.00	$10,000.00
AT&T	215190	12/03/2012	3698157	LANDLINE PHONE SVC FOR GTF SATELITE OFFICE	$184.03	
			Remit to:	CAROL STREAM, IL	$184.03	$735.42
AT&T MCI	215189	12/03/2012	3861091	LANDLINE PHONE SVC FOR GTF SATELITE OFFICE	$184.03	
			3617131	LANDLINE PHONE SVC FOR GTF SATELITE OFFICE	$184.03	
			Remit to:	WEST SACRAMENTO, CA	$368.06	$368.06
AT&T MOBILITY	215188	12/03/2012	872455379X110612	WIRELESS SVC-POLICE	$91.92	
			Remit to:	CAROL STREAM, IL	$91.92	$459.63
ATHALYE CONSULTING ENGINEERING SERVICES	215456	12/20/2012	MV-07	CONSULTING SERVICES	$2,725.37	
			MV-06	CONSULTING SERVICES	$11,881.44	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	LAKE FOREST, CA	$14,606.81	$65,633.72
B&B NURSERYTOWN	8135	12/10/2012	13750	PLANT MATERIALS PER QUOTE MV060807	$2,113.45	
			Remit to:	BLOOMINGTON, CA	$2,113.45	$4,226.90
B&B NURSERYTOWN	215340	12/10/2012	13750	PLANT MATERIALS PER QUOTE MV060807	$2,113.45	
			Remit to:	BLOOMINGTON, CA	$2,113.45	$4,226.90
BAKER & TAYLOR	215242	12/10/2012	0002321307	MISC E-BOOK DISCOUNT CREDIT-LIBRARY	($84.98)	
			4010329424	MISC E-BOOK-LIBRARY	$14.00	
			4010231907	MISC E-BOOKS-LIBRARY	$98.91	
			4010310311	MISC E-BOOKS-LIBRARY	$664.52	
			4010310306	MISC E-BOOK-LIBRARY	$19.99	
			4010231909	MISC E-BOOKS-LIBRARY	$150.88	
			4010231908	MISC E-BOOKS-LIBRARY	$817.49	
			Remit to:	ATLANTA, GA	$1,680.81	$4,984.96
BEMUS LANDSCAPE, INC.	8001	12/03/2012	236755	LANDSCAPE MAINT-FIRE STNS	$2,835.00	
			236743	LANDSCAPE MAINT-ANNEX 1	$221.00	
			236742	LANDSCAPE MAINT-VETERANS MEMORIAL	$225.00	
			236754	LANDSCAPE MAINT-CITY HALL	$893.30	
			Remit to:	SAN CLEMENTE, CA	$4,174.30	$105,560.54
BEMUS LANDSCAPE, INC.	8047	12/10/2012	236747	LANDSCAPE MAINT-LIBRARY	$468.00	
			236753	LANDSCAPE MAINT-ANIMAL SVCS	$468.00	
			236752	LANDSCAPE MAINT-PSB	$1,077.83	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
BEMUS LANDSCAPE, INC.	8047	12/10/2012	236751	LANDSCAPE MAINT-MVU SUBSTN	$567.00	
			236750	LANDSCAPE MAINT-TOWNGATE BIKE AQDCT	$735.00	
			236749	LANDSCAPE MAINT-TOWNGATE CNTR	$180.00	
			236748	LANDSCAPE MAINT-MVU	$432.00	
			236746	LANDSCAPE MAINT-CRC	$1,710.00	
			236745	LANDSCAPE MAINT-FORMER STARS BLDG	$260.00	
			236744	LANDSCAPE MAINT-CITY YARD	$225.00	
			236740	LANDSCAPE MAINT-S AQDCT A	$765.50	
			236739	LANDSCAPE MAINT-INDIAN/FILAREE/FAY BIKE AQDCT	$360.00	
			236738	LANDSCAPE MAINT-BAY/JFK AQDCT	$1,710.00	
			236736	LANDSCAPE MAINT-SCE/OLD LAKE DR	$1,575.00	
			236735	LANDSCAPE MAINT-SENIOR CNTR	$236.00	
			236734	LANDSCAPE MAINT-PAN AM/AQDCT	$540.00	
			236733	LANDSCAPE MAINT-N AQDCT	$473.00	
			236732	LANDSCAPE MAINT-S AQDCT B	$662.00	
			236737	LANDSCAPE MAINT-PATRIOT PARK	$360.00	
			Remit to:	SAN CLEMENTE, CA	$12,804.33	$105,560.54
BEMUS LANDSCAPE, INC.	8188	12/20/2012	237682	TRENCH WORK FOR FIBER OPTIC CABLE-CONDUIT	$8,033.00	
			Remit to:	SAN CLEMENTE, CA	$8,033.00	$105,560.54
BENESYST	8002	12/03/2012	1112285	FSA ADMIN COSTS-COBRA	$205.00	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number		Invoice Description	Amount	FYTD
				Remit to:	MINNEAPOLIS, MN	$205.00	$2,267.80
BENESYST, INC.	8003	12/03/2012	1112144		FSA ADMIN COSTS	$201.90	
				Remit to:	MINNEAPOLIS, MN	$201.90	$201.90
BENJAMIN LANGENDORF	8097	12/10/2012	121201		RETIREE MED BENEFIT NOV '12, PD DEC '12	$318.73	
				Remit to:	PERRIS, CA	$318.73	$1,529.51
BEST, BEST & KRIEGER, LLP	8048	12/10/2012	689661		LEGAL SVCS	$336.00	
				Remit to:	RIVERSIDE, CA	$336.00	$5,646.50
BEST, BEST & KRIEGER, LLP	8138	12/17/2012	691752		LEGAL SVCS	$70.00	
				Remit to:	RIVERSIDE, CA	$70.00	$5,646.50
BIO-TOX LABORATORIES	215191	12/03/2012	25968		BLOOD DRAW TOXICOLOGY ANALYSIS-POLICE	$8,348.60	
			25967		BLOOD DRAW TOXICOLOGY ANALYSIS-POLICE	$3,816.80	
				Remit to:	RIVERSIDE, CA	$12,165.40	$65,289.50
BLANCA DURAN	215404	12/17/2012	DEC-2012		INSTRUCTOR SVCS-FOLKLORIC DANCE CLASS	$126.00	
				Remit to:	MORENO VALLEY, CA	$126.00	$1,092.00
BOX SPRINGS MUTUAL WATER COMPANY	215243	12/10/2012	11262012		WATER USAGE ACCOUNT 721-1 ZONE E-1	$86.30	
				Remit to:	MORENO VALLEY, CA	$86.30	$179.23
BRAUN BLAISING MCLAUGHLIN	215244	12/10/2012	14478		LEGAL SVCS-MVU	$3,661.99	
				Remit to:	SACRAMENTO, CA	$3,661.99	$47,129.36
BRAUN BLAISING MCLAUGHLIN	215354	12/17/2012	14403		LEGAL SVCS	$1,199.50	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
BRAUN BLAISING MCLAUGHLIN	215354	12/17/2012	14462	LEGAL SVCS	$6,712.53	
			14448	LEGAL SVCS	$8,720.00	
			14378	LEGAL SVCS	$2,034.50	
			Remit to:	SACRAMENTO, CA	$18,666.53	$47,129.36
BRODART CO.	8004	12/03/2012	P544	TIPS ANNUAL RENEWAL-LIBRARY	$1,200.00	
			Remit to:	WILLIAMSPORT, PA	$1,200.00	$6,361.86
BURKE, WILLIAMS & SORENSEN, LLP.	8005	12/03/2012	160421	LEGAL SVCS-FILE#05696-0023	$141.22	
			Remit to:	LOS ANGELES, CA	$141.22	$1,340.61
BURKE, WILLIAMS & SORENSEN, LLP.	215192	12/03/2012	160418	LEGAL SVCS-FILE#05696-0004	$228.00	
			Remit to:	LOS ANGELES, CA	$228.00	$54,000.47
CALIFORNIA DEPT OF EDUCATION	215246	12/10/2012	C-049566	RECOVER XCESS-CHILD DVLPMT 2010/11 SHARE	$7,476.00	
			C-049588	RECOVER XCESS-CHILD DVLPMT 2010/11 SHARE	$1,302.00	
			Remit to:	SACRAMENTO, CA	$8,778.00	$8,778.00
CALIFORNIA FACILITY SPECIALTIES	215193	12/03/2012	628	GYM BLEACHERS SVC'D-CRC	$775.00	
			Remit to:	SAN DIMAS, CA	$775.00	$775.00
CALIFORNIA SHOPPING CART RETRIEVAL CORP	8049	12/10/2012	140930	SHOPPING CART RETRIEVAL SVCS-OCT12	$1,800.00	
			Remit to:	BURBANK, CA	$1,800.00	$9,000.00
CALVARY CHAPEL OF MORENO VALLEY	215355	12/17/2012	090612	REIMBURSEMENT FOR APPRAISAL SERVICES - SR-60/MORENO PH2	$4,000.00	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	MORENO VALLEY, CA	$4,000.00	$4,000.00
CANYON SPRINGS HIGH SCHOOL	215488	12/20/2012	DONATION	DRAMA CLUB-TRANSPORTATION TO RCC ON 2/14/13	$275.00	
			Remit to:	MORENO VALLEY, CA	$275.00	$275.00
CAROLYN S. LEWIS	8098	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	BEAUMONT, CA	$318.73	$1,593.65
CAVENAUGH & ASSOCIATES	8006	12/03/2012	JAN. 14-18, 2013	D.U.I. SEMINAR REGISTR-4 OFFICERS: MARKER, MURPHY, SAYLES, YOUNG	$2,204.00	
			Remit to:	MOUNT SHASTA, CA	$2,204.00	$2,204.00
CEMEX, INC.	215247	12/10/2012	9425028947	PORTLAND CEMENT-MAIN/OP'S	$371.21	
			Remit to:	PASADENA, CA	$371.21	$6,763.45
CEMEX, INC.	215356	12/17/2012	9425108952	PORTLAND CEMENT-MAIN/OP'S	$321.88	
			9425072929	PORTLAND CEMENT-MAIN/OP'S	$346.53	
			9425100269	PORTLAND CEMENT-MAIN/OP'S	$371.23	
			Remit to:	PASADENA, CA	$1,039.64	$6,763.45
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	215194	12/03/2012	04-0308203	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$45.00	
			04-0308369	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$18.00	
			04-0308370	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$25.00	
			04-0308450	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$32.50	
			05-0326561	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$45.00	
			05-0326556	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$35.00	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	215194	12/03/2012	04-0308371	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$32.50	
			04-0308437	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$25.00	
			04-0308392	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$45.00	
			04-0307776	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$45.00	
			Remit to:	RIVERSIDE, CA	$348.00	$4,195.50
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	215248	12/10/2012	04-0308623	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$45.00	
			04-0308513	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$25.00	
			04-0308525	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$45.00	
			04-0308524	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$45.00	
			Remit to:	RIVERSIDE, CA	$160.00	$4,195.50
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	215357	12/17/2012	04-0308808	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$25.00	
			04-0308921	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$45.00	
			Remit to:	RIVERSIDE, CA	$70.00	$4,195.50
CERTIFIED CREDIT REPORTING, INC	215195	12/03/2012	106734	CREDIT REPORT SVCS-NEIGHBRHD PRESVTN	$77.76	
			Remit to:	ONTARIO, CA	$77.76	$96.72
CHANDLER ASSET MANAGEMENT, INC	215358	12/17/2012	12062	INVESTMENT MANAGEMENT SVCS-NOV12	$7,858.00	
			Remit to:	SAN DIEGO, CA	$7,858.00	$16,318.00
CHARLES E. KOLB	8092	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$1,593.65

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
CHARLES HATFIELD	8089	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	LAS VEGAS, NV	$318.73	$1,593.65
CHARLES LOGAN	8099	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	LAS VEGAS, NV	$318.73	$1,593.65
CHIZURU CHANCY	215403	12/17/2012	NOV-2012	INSTRUCTOR SVCS-HAWAIIAN DANCE CLASSES	$85.20	
			DEC-2012	INSTRUCTOR SVCS-HAWAIIAN DANCE CLASSES	$147.00	
			Remit to:	MORENO VALLEY, CA	$232.20	$941.40
CHRISTINA LARA	215313	12/10/2012	121129	SPOUSAL SUPPORT & ARREARS	$669.23	
			Remit to:	ENCINITAS, CA	$669.23	$8,030.76
CHRISTINA LARA	215398	12/17/2012	121215	SPOUSAL SUPPORT & ARREARS	$669.23	
			Remit to:	ENCINITAS, CA	$669.23	$8,030.76
CHRISTOPHER WIBERG	215310	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	ANAHEIM, CA	$318.73	$1,593.65
CINTAS CORPORATION	8007	12/03/2012	150737962	UNIFORM RNTL SVC-PURCHASING	$4.13	
			150728918	UNIFORM RNTL SVC-TRAFFIC SIGNAL	$13.50	
			150742475	UNIFORM RNTL SVC-PURCHASING	$4.13	
			150737973	UNIFORM RNTL SVC-FACILITIES	$18.13	
			150724438	UNIFORM RNTL SVC-TRAFFIC SIGNAL	$13.50	
			150724439	UNIFORM RNTL SVC-SIGNING/STRIPING	$17.05	
			150710973	UNIFORM RNTL SVC-PURCHASING	$4.13	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
CINTAS CORPORATION	8007	12/03/2012	150715483	UNIFORM RNTL SVC-PURCHASING	$4.13	
			150719945	UNIFORM RNTL SVC-PURCHASING	$4.13	
			150733474	UNIFORM RNTL SVC-FACILITIES	$18.13	
			150728919	UNIFORM RNTL SVC-SIGNING/STRIPING	$17.05	
			150733463	UNIFORM RNTL SVC-PURCHASING	$4.13	
			150737963	UNIFORM RNTL SVC-TRAFFIC SIGNAL	$13.50	
			150737964	UNIFORM RNTL SVC-SIGNING/STRIPING	$17.05	
			150728917	UNIFORM RNTL SVC-PURCHASING	$4.13	
			150724437	UNIFORM RNTL SVC-PURCHASING	$4.13	
			150742486	UNIFORM RNTL SVC-FACILITIES	$18.13	
			Remit to:	ONTARIO, CA	$179.08	$8,042.13
CINTAS CORPORATION	8050	12/10/2012	150742481	UNIFORM RNTL SVC-CFD #1	$13.25	
			150737968	UNIFORM RNTL SVC-CFD #1	$13.25	
			150742477	UNIFORM RNTL SVC-SIGNING/STRIPING	$17.05	
			150737961	UNIFORM RNTL SVC-PARK MAINT	$57.96	
			150742487	UNIFORM RNTL SVC-GOLF COURSE	$2.93	
			150742476	UNIFORM RNTL SVC-TRAFFIC SIGNAL	$13.50	
			150737974	UNIFORM RNTL SVC-GOLF COURSE	$2.93	
			150742474	UNIFORM RNTL SVC-PARK MAINT	$57.96	
			Remit to:	ONTARIO, CA	$178.83	$8,042.13
CINTAS CORPORATION	8139	12/17/2012	150747018	UNIFORM RNTL SVC-GOLF COURSE	$2.93	
			150747005	UNIFORM RNTL SVC-PARK MAINT	$57.96	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
CINTAS CORPORATION	8139	12/17/2012	150747008	UNIFORM RNTL SVC-SIGNING/STRIPING	$17.05	
			150747007	UNIFORM RNTL SVC-TRAFFIC SIGNAL	$13.50	
			150747017	UNIFORM RNTL SVC-FACILITIES	$18.13	
			150737965	UNIFORM RNTL SVC-GRAFFITI RMVL	$15.81	
			150747012	UNIFORM RNTL SVC-CFD #1	$13.25	
			150737972	UNIFORM RNTL SVC-CONCRETE MAINT	$16.23	
			150737966	UNIFORM RNTL SVC-VEHICLE MAINT	$41.53	
			150737969	UNIFORM RNTL SVC-ST SWEEPING	$9.33	
			150737970	UNIFORM RNTL SVC-DRAIN MAINT	$5.69	
			150737967	UNIFORM RNTL SVC-TREE MAINT	$15.81	
			150737971	UNIFORM RNTL SVC-ST MAINT	$104.50	
			150742478	UNIFORM RNTL SVC-GRAFFITI RMVL	$15.81	
			150742479	UNIFORM RNTL SVC-VEHICLE MAINT	$41.53	
			150742480	UNIFORM RNTL SVC-TREE MAINT	$15.81	
			150742482	UNIFORM RNTL SVC-ST SWEEPING	$9.33	
			150742483	UNIFORM RNTL SVC-DRAIN MAINT	$5.69	
			150742484	UNIFORM RNTL SVC-ST MAINT	$104.50	
			150742485	UNIFORM RNTL SVC-CONCRETE MAINT	$16.23	
			Remit to:	ONTARIO, CA	$540.62	$8,042.13
CITY OF MORENO VALLEY VEBA TRUST	8133	12/10/2012	121129	EXEMPT VEBA	$2,045.00	
			Remit to:	MORENO VALLEY, CA	$2,045.00	$52,214.31
CITY OF MORENO VALLEY VEBA TRUST	8164	12/17/2012	121215	EXEMPT VEBA	$6,882.50	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	MORENO VALLEY, CA	$6,882.50	$52,214.31
CLARENCE VINCENT	215309	12/10/2012	121201	RETIREE MED 1ST PYCK JAN'04 & NOV'12, PD DEC '12	$311.73	
			Remit to:	MORENO VALLEY, CA	$311.73	$16,807.77
CLAUDIA SALMAN	215409	12/17/2012	NOV-2012	INSTRUCTOR SVCS-LATIN ZUMBA CLASS	$90.00	
			DEC-2012	INSTRUCTOR SVCS-LATIN ZUMBA CLASS	$54.00	
			Remit to:	MORENO VALLEY, CA	$144.00	$498.00
CLIFFORD STEWART	8126	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$271.44	
			Remit to:	GLENDALE, AZ	$271.44	$1,357.20
COLGAN CONSULTING CORPORATION	215196	12/03/2012	9	DIF STUDY UPDATE-SEPT12	$5,130.00	
			Remit to:	SACRAMENTO, CA	$5,130.00	$9,787.50
COLONIAL SUPPLEMENTAL INSURANCE	215224	12/03/2012	7133069-1201615	SUPPLEMENTAL INSURANCE	$7,148.55	
			Remit to:	COLUMBIA, SC	$7,148.55	$35,839.75
COMMUNITY ASSIST PROG	8051	12/10/2012	JUL-2012	CAP FOOD PROGRAM-CDBG	$2,309.28	
			AUG-2012	CAP FOOD PROGRAM-CDBG	$2,779.93	
			Remit to:	MORENO VALLEY, CA	$5,089.21	$8,874.23
COMMUNITY CONNECT	215249	12/10/2012	12-13 1	211 CALL CENTER INFO/REFERRAL	$346.40	
			AUG-2012	211 CALL CENTER INFO/REFERRAL	$568.97	
			OCT-2012	211 CALL CENTER INFO/REFERRAL	$524.95	
			SEP-2012	211 CALL CENTER INFO/REFERRAL	$556.08	
			Remit to:	RIVERSIDE, CA	$1,996.40	$2,097.14

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
COMMUNITY HEALTH CHARITIES	215311	12/10/2012	121129	CHC CONTRIBUTIONS	$142.00	
			Remit to:	ANAHEIM, CA	$142.00	$1,704.00
COMMUNITY HEALTH CHARITIES	215395	12/17/2012	121215	CHC CONTRIBUTIONS	$142.00	
			Remit to:	ANAHEIM, CA	$142.00	$1,704.00
CORNERSTONE RECORDS MANAGEMENT, LLC	215455	12/20/2012	0196195	RECORDS OFF-SITE STORAGE	$1,220.24	
			Remit to:	KING OF PRUSSIA, PA	$1,220.24	$1,220.24
COSTCO	215197	12/03/2012	19116	SNACK SUPPLIES FOR "A CHILD'S PLACE"	$336.57	
			Remit to:	MORENO VALLEY, CA	$336.57	$7,205.19
COSTCO	215359	12/17/2012	19159	SNACK SUPPLIES FOR SKATE PARK	$161.35	
			Remit to:	MORENO VALLEY, CA	$161.35	$7,205.19
COUNTRY SQUIRE ESTATES	215457	12/20/2012	JULY 2012	REFUND-UUT FOR EXEMPT RESIDENTS	$66.08	
			JUNE 2012	REFUND-UUT FOR EXEMPT RESIDENTS	$60.49	
			OCTOBER 2012	REFUND-UUT FOR EXEMPT RESIDENTS	$68.40	
			AUGUST 2012	REFUND-UUT FOR EXEMPT RESIDENTS	$84.67	
			SEPTEMBER 2012	REFUND-UUT FOR EXEMPT RESIDENTS	$90.31	
			Remit to:	ONTARIO, CA	$369.95	$566.41
COUNTY OF RIVERSIDE	215489	12/20/2012	PU0000002660	JANITORIAL ITEMS FOR STATION EXPLORERS	$1,222.07	
			Remit to:	MORENO VALLEY, CA	$1,222.07	$4,274.83
COUNTY OF RIVERSIDE, AUDITOR-CONTROLLER	215342	12/11/2012	AUG-12	TRANSMITTAL OF AB544-PARKING CONTROL FEES	$22,202.54	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	RIVERSIDE, CA	$22,202.54	$79,664.46
CRAIG S. NEUSTAEDTER	215300	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	IRVINE, CA	$318.73	$1,593.65
CRIME SCENE STERI-CLEAN, LLC	215251	12/10/2012	31618	BIOHAZARD CLEANING SVCS FOR PD-11/20/12	$750.00	
			Remit to:	RANCHO CUCAMONGA, CA	$750.00	$6,750.00
CYNTHIA GORDON	8083	12/10/2012	121201	RETIREE MED BENEFIT JAN-OCT '12, PD DEC '12	$2,809.84	
			Remit to:	MURRIETA, CA	$2,809.84	$2,809.84
CYNTHIA L. OWENS	215494	12/20/2012	COSTCO 12/17/12	REIMBURSEMENT FOR REFRESHMENTS FOR FIRE DEPT. TRAINING SESSION	$117.15	
			Remit to:	RIVERSIDE, CA	$117.15	$117.15
D & D SERVICES	215199	12/03/2012	57773	DECEASED ANIMAL REMOVAL-ANIMAL SVCS	$745.00	
			Remit to:	VALENCIA, CA	$745.00	$4,470.00
D & D SERVICES	215459	12/20/2012	54737	DECEASED ANIMAL REMOVAL-ANIMAL SVCS	$745.00	
			Remit to:	VALENCIA, CA	$745.00	$4,470.00
DAN GOZDECKI	8144	12/17/2012	DEC-2012/YOUTH	INSTRUCTOR SVCS-KUNG FU CLASS	$378.00	
			DEC-2012/ADULT	INSTRUCTOR SVCS-KUNG FU CLASS	$162.00	
			Remit to:	MORENO VALLEY, CA	$540.00	$2,981.40
DANIEL MEEKS	8147	12/17/2012	111812	SPORTS OFFICIATING SERVICES	$60.00	
			120212	SPORTS OFFICIATING SERVICES	$40.00	
			Remit to:	PERRIS, CA	$100.00	$840.00

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
DARCY L. RAY-RAMIREZ	215304	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	RIVERSIDE, CA	$318.73	$1,593.65
DATA TICKET INC.	8009	12/03/2012	42421TP	ADMIN CITATION PROCESSING-B&S	$54.00	
			42813	ADMIN CITATION PROCESSING-B&S	$329.40	
			Remit to:	NEWPORT BEACH, CA	$383.40	$24,386.93
DATA TICKET INC.	8140	12/17/2012	43387	DATA CITATION PROCESSING-SEPT12	$11,014.49	
			44310MS	MAINTENANCE/SUPPORT-NOV12	$94.50	
			43840	DATA CITATION PROCESSING-OCT12	$11,501.52	
			Remit to:	NEWPORT BEACH, CA	$22,610.51	$24,386.93
DATA TICKET INC.	8189	12/20/2012	44183TPC	ADMIN CITATION PROCESSING-3RD PARTY COLLECTION-NOV12-A/S	$58.32	
			44183	ADMIN CITATION PROCESSING-NOV12-A/S	$1,334.70	
			Remit to:	NEWPORT BEACH, CA	$1,393.02	$24,386.93
DATA TICKET, INC.	8010	12/03/2012	43841	MAINTENANCE/SUPPORT-OCT12	$94.50	
			43304	ADMIN CITATION PROCESSING-BLDG/SAFETY	$189.00	
			43304TPC	THIRD PARTY COLLECTIONS-BLDG/SAFETY	$58.32	
			42421	ADMIN CITATION PROCESSING-B&S	$108.00	
			43729	B & S ADMIN CITE PROCESSING	$1,007.82	
			Remit to:	NEWPORT BEACH, CA	$1,457.64	$55,715.28
DATA TICKET, INC.	8136	12/11/2012	42924	DATA CITATION PROCESSING-AUG12	$11,889.73	
			Remit to:	NEWPORT BEACH, CA	$11,889.73	$55,715.28

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
DATA TICKET, INC.	8190	12/20/2012	44186	ADMIN CITATION PROCESSING-NOV12-PD	$1,959.33	
			Remit to:	NEWPORT BEACH, CA	$1,959.33	$55,715.28
DATAQUICK	215362	12/17/2012	B1-2100216	ONLINE SOFTWARE SUBSCRIPTION-POP UNIT	$130.50	
			Remit to:	LOS ANGELES, CA	$130.50	$261.00
DAVID MUSSER	215493	12/20/2012	DEC-2012	INSTRUCTOR SVCS-WATERCOLOR TECHNIQUE CLASS	$378.00	
			Remit to:	MENIFEE, CA	$378.00	$2,856.00
DAVID T. ROSS	8118	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$1,593.65
DEBINAIRE COMPANY	215363	12/17/2012	704537	BOILER MAINT-EOC	$140.00	
			Remit to:	CORONA, CA	$140.00	$1,174.98
DELTA DENTAL OF CALIFORNIA	8033	12/03/2012	BE000439019	EMPLOYEE DENTAL INSURANCE	$10,286.65	
			Remit to:	SAN FRANCISCO, CA	$10,286.65	$60,333.83
DELTACARE USA	215364	12/17/2012	5050298	EMPLOYEE DENTAL INSURANCE	$5,818.37	
			Remit to:	LOS ANGELES, CA	$5,818.37	$34,644.94
DENNIS GRUBB & ASSOCIATES, LLC	8191	12/20/2012	1170	PLAN CHECK SVCS - FIRE PREVENTION	$5,150.00	
			1169	PLAN CHECK SVCS - FIRE PREVENTION	$3,425.00	
			Remit to:	MIRA LOMA, CA	$8,575.00	$64,860.00
DENNIS LONGDYKE	8100	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	BEAUMONT, CA	$318.73	$1,912.38

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
DEPARTMENT OF JUSTICE	215279	12/10/2012	942061	BLOOD ALCOHOL ANALYSIS FOR PD	$595.00	
			941296	FINGERPRINTING SVCS-PD	$49.00	
			937790	FINGERPRINTING SVCS-PD	$1,799.00	
			941337	FINGERPRINTING SVCS-PD	$32.00	
			Remit to:	SACRAMENTO, CA	$2,475.00	$19,259.00
DEPARTMENT OF JUSTICE	215385	12/17/2012	932463 a	FINGERPRINTING SVCS - SRTS PROGRAM	$416.00	
			937971 a	FINGERPRINTING SVCS - SRTS PROGRAM	$480.00	
			932463 (HR)	FINGERPRINTING SVCS-HR DEPT/EMPLOYMENT RELATED	$288.00	
			937971 (HR)	FINGERPRINTING SVCS-HR DEPT/EMPLOYMENT RELATED	$569.00	
			937971 (BL)	FINGERPRINTING SVCS-BUS. LICENSE RELATED	$96.00	
			Remit to:	SACRAMENTO, CA	$1,849.00	$19,259.00
DLS LANDSCAPE INC.	8052	12/10/2012	13643	LANDSCAPE MAINT-ZONE A	$10,230.00	
			13642	LANDSCAPE MAINT-CFD #1	$2,160.00	
			Remit to:	REDLANDS, CA	$12,390.00	$74,340.00
DLS LANDSCAPE INC.	8141	12/17/2012	13691	LANDSCAPE MAINT-ZONE A	$10,230.00	
			13690	LANDSCAPE MAINT-CFD #1	$2,160.00	
			Remit to:	REDLANDS, CA	$12,390.00	$74,340.00
DMC DESIGN GROUP, INC	8192	12/20/2012	2012-131	CONSULTING SERVICES, CONTRACT ADMINISTRATION - NASON/CACTUS	$7,289.50	
			2012-121	CONSULTING SERVICES, CONTRACT ADMINISTRATION - NASON/CACTUS	$8,753.50	

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City of Moreno Valley

Payment Register

For Period 12/1/2012 through 12/31/2012

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	CORONA, CA	$16,043.00	$61,779.84
D-PREP, LLC	215490	12/20/2012	1/7/13 TRAINING	TUITION FEE FOR 8 OFFICERS FOR CRITICAL INCIDENT RESPONSE CLASS	$712.00	
			Remit to:	SACRAMENTO, CA	$712.00	$712.00
E M W D	215200	12/03/2012	OCT-12 12/03/12	WATER CHARGES	$540.23	
			NOV-12 12/03/12	WATER CHARGES	$22,475.22	
			Remit to:	PERRIS, CA	$23,015.45	$703,687.34
E M W D	215343	12/11/2012	NOV-12 12/10/12	WATER CHARGES	$16,436.78	
			Remit to:	PERRIS, CA	$16,436.78	$703,687.34
E.R. BLOCK PLUMBING & HEATING, INC.	8011	12/03/2012	110641	BACKFLOW DEVICE TESTS-ZONE M	$40.00	
			110643	BACKFLOW DEVICE TESTS-ZONE E	$200.00	
			110642	BACKFLOW DEVICE TEST-ZONE D	$160.00	
			110793	REPLACED BACKFLOW DEVICE-ZONE E-2	$807.06	
			Remit to:	RIVERSIDE, CA	$1,207.06	$10,803.24
E.R. BLOCK PLUMBING & HEATING, INC.	8193	12/20/2012	110931	BACKFLOW DEVICE TESTS-ZONE D, E-1 S,	$100.00	
			110178	REPLACED BACKFLOW DEVICE-ZONE E-1A	$1,503.39	
			Remit to:	RIVERSIDE, CA	$1,603.39	$10,803.24
EDITH E. HOUSER	215298	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$1,593.65
ERNEST VIGIL	8129	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$1,593.65

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
ESGIL CORPORATION	215201	12/03/2012	10123164	PLAN CHECK SVCS-BLDG/SAFETY	$442.50	
			Remit to:	SAN DIEGO, CA	$442.50	$1,046.25
EUGENE ROGERS	8117	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	PEBBLE BEACH, CA	$318.73	$1,593.65
EVANS ENGRAVING & AWARDS	8053	12/10/2012	111612-24	SERVICE AWARDS	$543.06	
			Remit to:	MORENO VALLEY, CA	$543.06	$1,130.48
EWING IRRIGATION PRODUCTS, INC.	215461	12/20/2012	5546766	IRRIGATION PARTS/SUPPLIES-GOLF COURSE	$1,067.75	
			Remit to:	PHOENIX, AZ	$1,067.75	$17,583.57
EXCEL LANDSCAPE	215202	12/03/2012	74338A	LANDSCAPE MAINT-WQ BASINS	$7,325.78	
			74725	LANDSCAPE MAINT-ZONE E-7	$2,777.17	
			73979A	LANDSCAPE MAINT-WQ BASINS	$6,997.43	
			Remit to:	CORONA, CA	$17,100.38	$56,431.77
EXCEL LANDSCAPE	215253	12/10/2012	75054	LANDSCAPE MAINT-WQ BASINS	$7,325.78	
			75047	LANDSCAPE MAINT-ZONE E-7	$2,777.17	
			74732A	LANDSCAPE MAINT-WQ BASINS	$7,325.78	
			Remit to:	CORONA, CA	$17,428.73	$56,431.77
FALCON MANAGEMENT GROUP, INC.	215365	12/17/2012	2321PC	ELECTRONIC DATABASE SUBSCRIPTION	$25.00	
			Remit to:	SALT LAKE CITY, UT	$25.00	$25.00
FIRST CHOICE COFFEE SERVICES	8012	12/03/2012	515438	COFFEE SVC-EMPLOYEE PAID	$62.38	
			516028	COFFEE SVC-EMPLOYEE PAID	$27.00	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	ONTARIO, CA	$89.38	$3,682.81
FIRST CHOICE SERVICES	8054	12/10/2012	515436	EMPLOYEE PAID COFFEE SVC-CRC	$45.65	
			Remit to:	ONTARIO, CA	$45.65	$3,682.81
FIRST CHOICE SERVICES	8142	12/17/2012	515434	COFFEE SVC-EMPLOYEE PAID	$62.76	
			Remit to:	ONTARIO, CA	$62.76	$3,682.81
FORM PRNT CO FPC GRAPHCS	215203	12/03/2012	89180	FALSE ALARM CITATION NOTICE PRINTING	$2,634.49	
			Remit to:	RIVERSIDE, CA	$2,634.49	$4,205.49
FRANCHISE TAX BOARD	215312	12/10/2012	121129	GARNISHMENT	$471.96	
			Remit to:	SACRAMENTO, CA	$471.96	$2,648.69
FRANCHISE TAX BOARD	215396	12/17/2012	121215	GARNISHMENT	$934.41	
			Remit to:	SACRAMENTO, CA	$934.41	$2,648.69
FRAZEE PAINT & WALLCOVERINGS	215255	12/10/2012	9530501059290	GRAFFITI REMOVAL PRODUCTS	$704.37	
			Remit to:	LOS ANGELES, CA	$704.37	$2,758.83
GALL INC., INLAND UNIFORM	215204	12/03/2012	264723	UNIFORM PURCHASE/REPLACEMENT-POP UNIT	$415.75	
			Remit to:	PASADENA, CA	$415.75	$1,673.68
GALL INC., INLAND UNIFORM	215464	12/20/2012	282461	UNIFORM PURCHASE/REPLACEMENT-POP UNIT	$181.46	
			285028	UNIFORM REPLACEMENT-TRAFFIC UNIT	$83.81	
			Remit to:	PASADENA, CA	$265.27	$1,673.68
GARY B. SPECK	8124	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	MORENO VALLEY, CA	$318.73	$1,593.65
GARY D. WAGNER	8131	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$1,593.65
GARY M. KYLE	8095	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	PRESCOTT VALLEY, AZ	$318.73	$1,593.65
GENERAL SECURITY SERVICES, INC.	215205	12/03/2012	172282	SECURITY SVCS-TOWNGATE COMM CTR	$153.40	
			171472	SECURITY SVCS-SENIOR CTR RENTALS	$122.72	
			Remit to:	WILMINGTON, CA	$276.12	$16,432.98
GENERAL SECURITY SERVICES, INC.	215256	12/10/2012	172235	SECURITY SVCS-SENIOR CTR RENTALS	$214.76	
			172080	SECURITY SVCS-TOWNGATE COMM CTR	$76.70	
			172393	SECURITY SVCS-TOWNGATE COMM CTR	$76.70	
			172397	SECURITY SVCS-CONF & REC CTR SPECIAL EVENTS	$76.70	
			172398	SECURITY SVCS-CONF & REC CTR SPECIAL EVENTS	$46.02	
			172396	SECURITY SVCS-CONF & REC CTR	$306.80	
			172350	SECURITY SVCS-LIBRARY	$490.88	
			172298	SECURITY SVCS-LIBRARY	$613.60	
			172296	SECURITY SVCS-MVU	$122.72	
			172083	SECURITY SVCS-CONF & REC CTR SPECIAL EVENTS	$122.72	
			172394	SECURITY SVCS-TOWNGATE COMM CTR	$46.02	
			172349	SECURITY SVCS-MVU	$153.40	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
GENERAL SECURITY SERVICES, INC.	215256	12/10/2012	172399	SECURITY SVCS-SENIOR CTR RENTALS	$184.08	
			172337	SECURITY SVCS-CONF & REC CTR SPECIAL EVENTS	$61.36	
			172285	SECURITY SVCS-CONF & REC CTR	$306.80	
			172336	SECURITY SVCS-CONF & REC CTR SPECIAL EVENTS	$230.10	
			Remit to:	WILMINGTON, CA	$3,129.36	$16,432.98
GENERAL SECURITY SERVICES, INC.	215367	12/17/2012	171909A	SECURITY SVCS-CRC SPECIAL EVENTS	$46.02	
			172024	SECURITY SVCS-CONF & REC CTR	$306.80	
			172480	SECURITY SVCS-TOWNGATE COMM CTR	$61.36	
			172482	SECURITY SVCS-CONF & REC CTR	$306.80	
			172025	SECURITY SVCS-CRC SPECIAL EVENTS	$368.16	
			172481	SECURITY SVCS-TOWNGATE COMM CTR	$61.36	
			172483	SECURITY SVCS-CRC SPECIAL EVENTS	$322.14	
			172283	SECURITY SVCS-SENIOR CTR RENTALS	$130.39	
			172135	SECURITY SVCS-CRC SPECIAL EVENTS	$76.70	
			Remit to:	WILMINGTON, CA	$1,679.73	$16,432.98
GENERAL SECURITY SERVICES, INC.	215465	12/20/2012	172411	SECURITY SVCS-LIBRARY	$613.60	
			172484	SECURITY SVCS-LIBRARY	$368.16	
			Remit to:	WILMINGTON, CA	$981.76	$16,432.98
GEORGE E. PRICE	8114	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$1,593.65

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
GIBBS, GIDEN, LOCHER, TURNER & SENET LLP	8055	12/10/2012	217278-003	LEGAL SERVICES - SR-60 NASON	$617.00	
			Remit to:	LOS ANGELES, CA	$617.00	$77,441.23
GINA HENDERSON	215405	12/17/2012	FALL 2012	TUITION REIMBURSEMENT	$1,500.00	
			Remit to:	MORENO VALLEY, CA	$1,500.00	$1,500.00
GLENN C. WAGGONER, JR.	8130	12/10/2012	121201	RETIREE MED BENEFIT 10/31/12 & 11/30/12, PD DEC '12	$553.16	
			Remit to:	MORENO VALLEY, CA	$553.16	$1,659.48
GLOBAL SOFTWARE, INC	8013	12/03/2012	41999	SPREADSHEET SERVER PROFILE NWS GL	$2,440.00	
			Remit to:	RALEIGH, NC	$2,440.00	$2,806.00
GLOBAL SOFTWARE, INC	8143	12/17/2012	42090	SPREADSHEET SERVER-PARTIAL YEAR MAINTENANCE	$366.00	
			Remit to:	RALEIGH, NC	$366.00	$2,806.00
GRACE BACHER	215290	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	HEMET, CA	$318.73	$1,593.65
GREGORY CAIN	8074	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	TAMPA, FL	$318.73	$1,593.65
GUARDSMARK	8014	12/03/2012	5246120	SECURITY GUARD SERVICES FOR CITY HALL	$357.20	
			Remit to:	RANCHO CUCAMONGA, CA	$357.20	$10,090.90
GUARDSMARK	8056	12/10/2012	5247123	SECURITY SVCS-CITY HALL	$357.20	
			Remit to:	RANCHO CUCAMONGA, CA	$357.20	$10,090.90
GUARDSMARK	8194	12/20/2012	5248117	SECURITY SVCS-CITY HALL	$267.90	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
GUARDSMARK	8194	12/20/2012	5249118	SECURITY SVCS-CITY HALL	$357.20	
			Remit to:	RANCHO CUCAMONGA, CA	$625.10	$10,090.90
HABITAT FOR HUMANITY RIVERSIDE	215206	12/03/2012	OCTOBER 2012	HELPING HANDS REIMBURSEMENT	$1,320.58	
			JULY-SEPT 2012	HELPING HANDS REIMBURSEMENT	$5,387.17	
			Remit to:	RIVERSIDE, CA	$6,707.75	$12,486.84
HONDA YAMAHA OF REDLANDS	8058	12/10/2012	8639	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES	$283.43	
			Remit to:	REDLANDS, CA	$283.43	$12,097.79
HONDA YAMAHA OF REDLANDS	8195	12/20/2012	9067	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES	$633.14	
			Remit to:	REDLANDS, CA	$633.14	$12,097.79
HUGO SOSA	215412	12/17/2012	DEC-2012	INSTRUCTOR SVCS-TRADITIONAL KARATEDO CLASS	$60.00	
			NOV-2012	INSTRUCTOR SVCS-TRADITIONAL KARATEDO CLASS	$120.00	
			Remit to:	ELK GROVE, CA	$180.00	$630.00
HUMBERTO SILVA	215228	12/03/2012	11/6/12 MILEAGE	MILEAGE REIMBURSEMENT-GOVT. DEVICE & DEMO EVENT/COSTA MESA	$58.83	
			Remit to:	MORENO VALLEY, CA	$58.83	$58.83
HUNSAKER & ASSOCIATES, INC.	215466	12/20/2012	12080310	CONSULTING SERVICES, SURVEY - PERRIS BLVD. WIDENING	$18,986.00	
			Remit to:	IRVINE, CA	$18,986.00	$36,405.00
ICMA RETIREMENT CORP	8181	12/13/2012	DC457121213	3205-DEFERRED COMP - 457	$9,800.01	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	BALTIMORE, MD	$9,800.01	$108,724.80
ICMA RETIREMENT CORP	8295	12/27/2012	DC457121227	3213-DEFERRED COMP-457	$9,824.69	
			Remit to:	BALTIMORE, MD	$9,824.69	$108,724.80
ICR DOORS	8196	12/20/2012	491	MAINT. OF ROLL-UP DOORS-GATE 7-PSB	$382.50	
			490	MAINT. OF ROLL-UP DOORS-GATE 7-PSB	$288.75	
			514	MAINT. OF ROLL-UP DOOR-GATE 3-PSB	$232.00	
			Remit to:	SAN BERNARDINO, CA	$903.25	$4,642.71
IES COMMERICAL, INC	215257	12/10/2012	93723	REPAIR SVCS-LADIES LADIES LOCKERROOM & FD SIDE ADM DOOR	$270.00	
			93250	REPLACED READER/KEYPAD FOR KENNEL DOOR AT A/S	$972.20	
			Remit to:	TEMPE, AZ	$1,242.20	$1,242.20
ING USA ANNUITY & LIFE INS. CO	215397	12/17/2012	121215	NON-EXEMPT ANNUITY	$400.00	
			Remit to:	DES MOINES, IA	$400.00	$2,400.00
INLAND EMPIRE PROPERTY SERVICE INC	8015	12/03/2012	3110	NUSIANCE ABATEMENT SERVICES	$254.00	
			3111	NUSIANCE ABATEMENT SERVICES	$72.00	
			Remit to:	MORENO VALLEY, CA	$326.00	$37,700.84
INLAND EMPIRE PROPERTY SERVICE INC	8059	12/10/2012	3112	NUISANCE ABATEMENT SVCS-24307 BAIRNDALE DR	$266.50	
			3114	NUISANCE ABATEMENT SVCS-13965 PEPPER ST	$102.00	
			3115	NUISANCE ABATEMENT SVCS-14281 CHANTRY	$1,469.00	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	MORENO VALLEY, CA	$1,837.50	$37,700.84
INLAND EMPIRE PROPERTY SERVICE INC	8197	12/20/2012	3122	WEED ABATEMENT SVCS-POORMANS RES.	$2,502.00	
			Remit to:	MORENO VALLEY, CA	$2,502.00	$37,700.84
INLAND LIBRARY SYSTEM	215258	12/10/2012	MVPL2012/2013	MEMBERSHIP DUES FOR 2012/2013	$1,952.00	
			Remit to:	SAN BERNARDINO, CA	$1,952.00	$1,952.00
INSIDE PLANTS, INC.	8016	12/03/2012	44794	MONTHLY PLANT MAINTENANCE-CRC	$320.00	
			Remit to:	CORONA, CA	$320.00	$1,600.00
INSIDE PLANTS, INC.	215368	12/17/2012	45168	INDOOR PLANT MAINTENANCE-CRC-DEC12	$320.00	
			Remit to:	CORONA, CA	$320.00	$320.00
ISAAC CHAPPELL	8077	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$1,593.65
J D H CONTRACTING	8060	12/10/2012	112912-01	ADA IMPROVEMENTS-JFK PARK	$4,618.00	
			Remit to:	RIVERSIDE, CA	$4,618.00	$65,072.90
JAMES TUNTLAND	8128	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$271.44	
			Remit to:	PRESCOTT, AZ	$271.44	$1,357.20
JAMS, INC.	215259	12/10/2012	0002749722-210	MEDIATION SVCS-RE: AEI CASC ENG'G.	$2,623.87	
			Remit to:	LOS ANGELES, CA	$2,623.87	$2,623.87
JANELLE KEPLER	8146	12/17/2012	DEC-12/43885	INSTRUCTOR SVCS-CHEERLEADING CLASS	$224.00	
			DEC-12/44944	INSTRUCTOR SVCS-CHEERLEADING CLASS	$112.00	
			Remit to:	MORENO VALLEY, CA	$336.00	$2,828.00

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
JANNEY & JANNEY ATTORNEY SVCS, INC.	215260	12/10/2012	00121133036	MONTHLY RETAINER-DELIVERY OF COURT FILINGS-DEC12	$75.00	
			Remit to:	RIVERSIDE, CA	$75.00	$450.00
JDEDGE SOFTWARE, LLC	8061	12/10/2012	286	HR & PAYROLL DATA CONVERSION INTO NEW ERP	$8,413.54	
			285	HR & PAYROLL DATA CONVERSION INTO NEW ERP	$9,187.95	
			Remit to:	KRUGERVILLE, TX	$17,601.49	$179,881.90
JDEDGE SOFTWARE, LLC	8145	12/17/2012	288	HR & PAYROLL DATA CONVERSION INTO NEW ERP	$2,520.00	
			287	HR & PAYROLL DATA CONVERSION INTO NEW ERP	$8,800.00	
			Remit to:	KRUGERVILLE, TX	$11,320.00	$179,881.90
JOHN FEENSTRA	8080	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$361.25	
			Remit to:	REDLANDS, CA	$361.25	$1,806.25
JOHN FRESQUEZ	215366	12/17/2012	112512	SPORTS OFFICIATING SERVICES	$60.00	
			111512	SPORTS OFFICIATING SERVICES	$60.00	
			120212	SPORTS OFFICIATING SERVICES	$60.00	
			Remit to:	MORENO VALLEY, CA	$180.00	$1,080.00
JOHN HARDING	215295	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	BANNING, CA	$318.73	$1,593.65
JOHN RUSSO	8120	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$225.99	
			Remit to:	RANCHO MIRAGE, CA	$225.99	$1,129.95

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number		Invoice Description	Amount	FYTD
JOHN W. STRICKLER II	8127	12/10/2012	121201		RETIREE MED BENEFIT DEC '12	$318.73	
				Remit to:	SAN BERNARDINO, CA	$318.73	$1,274.92
JORRY KEITH	215406	12/17/2012	NOV-2012		INSTRUCTOR SVCS-COMIC BOOK CREATION CLASS	$144.00	
				Remit to:	FONTANA, CA	$144.00	$624.00
JOSEPH C. BAUTISTA	8072	12/10/2012	121201		RETIREE MED BENEFIT DEC '12	$318.73	
				Remit to:	FONTANA, CA	$318.73	$1,593.65
JOSEPH HSU	215376	12/17/2012	0000001		CONSULTING SERVICES-WATER UTILITY SVC-EDGEMONT AREA	$3,000.00	
				Remit to:	HENDERSON, NV	$3,000.00	$3,000.00
JOSEPHINE LAFATA	8096	12/10/2012	121201		RETIREE MED BENEFIT DEC '12	$318.73	
				Remit to:	MORENO VALLEY, CA	$318.73	$1,593.65
JTB SUPPLY CO., INC.	8017	12/03/2012	95405		BATTERY BACK UP SERVICE CABINET	$8,296.75	
				Remit to:	ORANGE, CA	$8,296.75	$16,615.06
JTB SUPPLY CO., INC.	215261	12/10/2012	95469		TRAFFIC SIGNAL SUPPLIES	$204.73	
			95458		TRAFFIC SIGNAL SUPPLIES	$9,131.81	
				Remit to:	ORANGE, CA	$9,336.54	$25,606.79
JUDITH A. NIEBURGER	215301	12/10/2012	121201		RETIREE MED BENEFIT DEC '12	$401.42	
				Remit to:	MORENO VALLEY, CA	$401.42	$2,007.10
KATHLEEN DALE	8079	12/10/2012	121201		RETIREE MED BENEFIT DEC '12	$318.73	
				Remit to:	MORENO VALLEY, CA	$318.73	$1,593.65

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
KIMBERLY SCHMITZ	215496	12/20/2012	12/4/12 MILEAGE	MILEAGE REIMBURSEMENT-ADMINSURE WORKERS' COMP UPDATE	$42.74	
			Remit to:	GRAND TERRACE, CA	$42.74	$61.06
KOLA-FM 99.9	215370	12/17/2012	39022	BROADCASTS OF OIL FILTER RECYCLING CAMPAIGN	$3,980.00	
			Remit to:	REDLANDS, CA	$3,980.00	$3,980.00
KYLE KOLLAR	8093	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$1,593.65
LARRY W. WARD, COUNTY ASSESSOR	215186	12/03/2012	11158-A	REPRODUCE MAPS-SDA	$6.75	
			11158-D	REPRODUCE MAPS-SDA	$6.75	
			11158-C	REPRODUCE MAPS-SDA	$6.75	
			11158-B	REPRODUCE MAPS-SDA	$6.75	
			Remit to:	RIVERSIDE, CA	$27.00	$82.37
LAWYERS TITLE COMPANY	8172	12/04/2012	W121201	LAND ACQUISITION-MORENO VALLEY INTERCHANGE PROJ-APN473-160-007	$15,096.00	
			Remit to:	NEWPORT BEACH, CA	$15,096.00	$239,312.50
LEAD TECH ENVIRONMENTAL	215262	12/10/2012	7557	LEAD TECH SCREENING-MHG EDWARD SILVA SPC#75	$240.00	
			Remit to:	CARLSBAD, CA	$240.00	$240.00
LEARNING EXPRESS, LLC	215263	12/10/2012	SO-4263	ANNUAL DATABASE RENEWAL SUBSCRIPTION	$5,270.00	
			Remit to:	NEW YORK, NY	$5,270.00	$5,270.00
LISA A. MORGAN	8109	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	MENTONE, CA	$318.73	$1,593.65
LORI C. SCHIEFELBEIN	215271	12/10/2012	NOV 2012	CONSULTANT SVCS-ROTATIONAL TOW PROGRAM	$1,196.25	
			Remit to:	BULLHEAD CITY, AZ	$1,196.25	$6,407.50
LORI C. SCHIEFELBEIN	215305	12/10/2012	121201	RETIREE MED BENEFIT NOV '12, PD DEC '12	$318.73	
			Remit to:	BULLHEAD CITY, AZ	$318.73	$2,679.90
LOUIS A. ROSSON	8119	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$165.81	
			121201a	RETIREE MED BENEFIT DEC '12	$96.50	
			Remit to:	PERRIS, CA	$262.31	$1,408.05
LOUIS MESSIN	8104	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	BULLHEAD CITY, AZ	$318.73	$1,593.65
MALCOLM SMITH MOTORSPORTS	215207	12/03/2012	100013290	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES	$403.98	
			100019720	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES	$202.27	
			100022735	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES	$1,504.19	
			Remit to:	RIVERSIDE, CA	$2,110.44	$15,639.27
MARGARET AYARS	8071	12/10/2012	121201	RETIREE MED BENEFIT AUG-DEC'12, PD DEC '12	$1,593.65	
			Remit to:	YUCAIPA, CA	$1,593.65	$1,593.65
MARIA A. SMITH	8123	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$1,593.65

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For Period 12/1/2012 through 12/31/2012

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
MARINA LANDSCAPE, INC	8018	12/03/2012	8216101200	LANDSCAPE MAINT-ZONE E-1/E-1A-OCT12	$5,733.34	
			Remit to:	ANAHEIM, CA	$5,733.34	$53,052.08
MARINA LANDSCAPE, INC	8198	12/20/2012	8216111200	LANDSCAPE MAINT-ZONE E-1/E-1A-NOV12	$5,733.34	
			Remit to:	ANAHEIM, CA	$5,733.34	$53,052.08
MARIPOSA HORTICULTURAL	8199	12/20/2012	57601	LANDSCAPE MAINT-ZONE DSG-2-NOV12	$12,857.13	
			57602	LANDSCAPE SVCS-TR23046 DSG2	$7,418.00	
			Remit to:	IRWINDALE, CA	$20,275.13	$102,301.21
MARK E. MINARD	8106	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	REDLANDS, CA	$318.73	$1,593.65
MARK L. ADAMS	8070	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	REDLANDS, CA	$318.73	$1,593.65
MARLENE C. GRIFFIN	8084	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	GREEN VALLEY, AZ	$318.73	$1,593.65
MARTHA SPENCER	8125	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$225.99	
			Remit to:	MORENO VALLEY, CA	$225.99	$1,129.95
MARTIN D. HANES	8088	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$1,593.65
MCCAIN TRAFFIC SUPPLY	215208	12/03/2012	INV0158417	LED GEL 12"BALL RED DR6-RTFB-20A-22	$1,203.57	
			INV0158405	333L 4 DOOR CABINET	$11,257.75	
			Remit to:	VISTA, CA	$12,461.32	$35,434.72

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
MERCHANTS LANDSCAPE SERVICES INC	8020	12/03/2012	38729	LANDSCAPE MAINT-ZONE E3A-OCT12	$181.70	
			Remit to:	Santa Ana, CA	$181.70	$28,855.64
MERCHANTS LANDSCAPE SERVICES INC	8062	12/10/2012	38777	LANDSCAPE MAINT-ZONE E3 & E3A-NOV12	$11,433.86	
			38776	LANDSCAPE MAINT-ZONE E8,E12,E14,E15-NOV12	$6,765.97	
			Remit to:	Santa Ana, CA	$18,199.83	$28,855.64
MERCHANTS LANDSCAPE SERVICES INC	8200	12/20/2012	38936	LANDSCAPE MAINT-ZONE E3 ADDL WORK-NOV12	$90.00	
			38934	LANDSCAPE MAINT-ZONE E3 ADDL WORK-NOV12	$714.37	
			38935	LANDSCAPE MAINT-ZONE E3 ADDL WORK-NOV12	$1,150.00	
			Remit to:	Santa Ana, CA	$1,954.37	$28,855.64
MERCHANTS LANDSCAPE SERVICES, INC.	8021	12/03/2012	38728	LANDSCAPE MAINT-ZONE E12 ADDL WORK-OCT12	$323.43	
			Remit to:	MONTEREY PARK, CA	$323.43	$49,839.75
MERCHANTS LANDSCAPE SERVICES, INC.	8201	12/20/2012	38933	LANDSCAPE MAINT-ZONE E12 ADDL WORK	$198.62	
			Remit to:	MONTEREY PARK, CA	$198.62	$49,839.75
METROPCS WIRELESS, INC.	215209	12/03/2012	738970	CELLULAR TECH EXTRACTION & LOCATOR SVCS.	$50.00	
			Remit to:	DALLAS, TX	$50.00	$50.00
MICHAEL R. RAFTERY	215226	12/03/2012	CASE RIC 1200245	MEDIATION SVCS RE: J. TEAGUE ON 10/30/12 - 1/3 SHARE OF COST	$416.67	
			Remit to:	RIVERSIDE, CA	$416.67	$416.67

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For Period 12/1/2012 through 12/31/2012

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
MICHAEL SCHUMAN	8121	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	RIVERSIDE, CA	$318.73	$1,593.65
MIKE MOLLICA	8107	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$401.42	
			Remit to:	DUNNELLON, FL	$401.42	$2,007.10
MONROVIA GROWERS	8165	12/17/2012	928757	PLANT MATERIALS PER QUOTE 1285954	$6,522.02	
			Remit to:	AZUSA, CA	$6,522.02	$13,044.04
MONROVIA GROWERS	215448	12/17/2012	928757	PLANT MATERIALS PER QUOTE 1285954	$6,522.02	
			Remit to:	AZUSA, CA	$6,522.02	$13,044.04
MONTGOMERY PLUMBING INC	215210	12/03/2012	112012	PLUMBING REPAIRS-PUBLIC SAFETY BLDG.	$275.00	
			111312	PLUMBING REPAIRS-SENIOR CTR	$175.00	
			Remit to:	MORENO VALLEY, CA	$450.00	$1,258.75
MONTGOMERY PLUMBING INC	215467	12/20/2012	120612	PLUMBING REPAIRS-PSB	$275.00	
			071712	PLUMBING REPAIRS-PSB	$80.25	
			090712	PLUMBING REPAIRS-ANIMAL SHELTER	$275.00	
			Remit to:	MORENO VALLEY, CA	$630.25	$1,258.75
MORENO VALLEY	8180	12/13/2012	MO121213	3204-MVCEA DUES	$1,437.00	
			Remit to:	MORENO VALLEY, CA	$1,437.00	$18,257.00
MORENO VALLEY	8186	12/03/2012	M0121203	3197-MVCEA DUES	$1,429.50	
			Remit to:	MORENO VALLEY, CA	$1,429.50	$18,257.00
MORENO VALLEY	8298	12/27/2012	MO121227	3212-MVCEA DUES	$1,427.50	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	MORENO VALLEY, CA	$1,427.50	$18,257.00
MORENO VALLEY CHAMBER OF COMMERCE	215345	12/11/2012	3518	WAKE-UP MEETING ATTENDANCE-11/28/12	$75.00	
			Remit to:	MORENO VALLEY, CA	$75.00	$19,340.00
MORENO VALLEY GATEWAY, LLC	8202	12/20/2012	2147	LEASE-FACILITIES ANNEX-DEC12	$2,458.97	
			2149	LEASE-SUITES 5-9 ESA ANNEX-DEC12	$9,207.72	
			2148	LEASE-T/S ANNEX-DEC12	$5,475.90	
			Remit to:	SAN JUAN CAPISTRANO, CA	$17,142.59	$85,712.95
MORENO VALLEY HISPANIC CHAMBER OF COMMERCE	215346	12/11/2012	12/4/12 ADELANTE	ADELANTE MEETING ATTENDANCE	$40.00	
			Remit to:	MORENO VALLEY, CA	$40.00	$6,330.00
MUSICSTAR	215372	12/17/2012	DEC-2012	INSTRUCTOR SVCS-PIANO FOR KIDS CLASSES	$459.00	
			Remit to:	RIVERSIDE, CA	$459.00	$3,834.00
MUSICSTAR	215407	12/17/2012	NOV-2012	INSTRUCTOR SVCS-GUITAR & PIANO FOR KIDS CLASSES	$540.00	
			Remit to:	RIVERSIDE, CA	$540.00	$3,834.00
NANCY A. FOSTER	8081	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	GRASS VALLEY, CA	$318.73	$1,593.65
NANCY POUNDS	8113	12/10/2012	121201	RETIREE MED BENEFIT NOV '12, PD DEC '12	$318.73	
			Remit to:	BOISE, ID	$318.73	$1,912.38
NATIONWIDE RETIREMENT SOLUTIONS	8178	12/13/2012	DC457121213FICA	3202-PST DEF COMP FOR FICA	$3,030.51	
			Remit to:	COLUMBUS, OH	$3,030.51	$38,152.22

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
NATIONWIDE RETIREMENT SOLUTIONS	8184	12/04/2012	DC457121129FICA	3195-PST DEF COMP FOR FICA	$2,476.56	
			Remit to:	COLUMBUS, OH	$2,476.56	$38,152.22
NATIONWIDE RETIREMENT SOLUTIONS	8185	12/04/2012	NW457121129	3196-DEFERRED COMP - 457 & 401(A)	$1,321.58	
			Remit to:	COLUMBUS, OH	$1,321.58	$335,812.83
NATIONWIDE RETIREMENT SOLUTIONS	8296	12/27/2012	DC457121227FICA	3210-PST DEF COMP FICA	$3,501.48	
			Remit to:	COLUMBUS, OH	$3,501.48	$38,152.22
NEW WORLD SYSTEMS, CORP.	8022	12/03/2012	024152	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT	$600.00	
			024039	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT	$600.00	
			Remit to:	TROY, MI	$1,200.00	$200,568.99
NEXUS IS, INC.	8134	12/10/2012	JC625491	CISCO IE 3000 SWITCHES/1000MBPS SINGLE MODE RUGGED FOR TRAFFIC	$11,514.70	
			Remit to:	VALENCIA, CA	$11,514.70	$37,929.77
NEXUS IS, INC.	215339	12/10/2012	JC625491	CISCO IE 3000 SWITCHES/1000MBPS SINGLE MODE RUGGED FOR TRAFFIC	$11,514.70	
			Remit to:	VALENCIA, CA	$11,514.70	$37,929.77
NOLAN MATHIS	8102	12/10/2012	121201	RETIREE MED BENEFIT OCT '12, PD DEC '12	$279.80	
			Remit to:	JACKSON, KY	$279.80	$1,399.00
NORMA PERRY	215303	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	PIONEER, CA	$318.73	$1,593.65
NORMAN A. TRAUB ASSOCIATES	215264	12/10/2012	12115	PROFESSIONAL SVCS	$1,500.00	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	YORBA LINDA, CA	$1,500.00	$13,831.31
OAKLEY SALES CORP	215265	12/10/2012	721580343	SAFETY EYE WEAR FOR PD MOTOR OFFICERS	$737.78	
			Remit to:	LOS ANGELES, CA	$737.78	$840.80
OWEN CHRISTIAN	8078	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$225.99	
			Remit to:	MORENO VALLEY, CA	$225.99	$1,129.95
PACIFIC GREEN HORTICULTURAL	8023	12/03/2012	14299	TURF FERTILIZATION & PEST CONTROL SVCS-ZONE E-7 & E-14	$101.91	
			14300	TURF FERTILIZATION & PEST CONTROL SVCS-ZONE E-7 & E-14	$101.91	
			Remit to:	UPLAND, CA	$203.82	$1,007.64
PACIFIC TELEMANAGEMENT SERVICES	8204	12/20/2012	469314	PAYPHONE SERVICES	$250.56	
			469314 a	PAYPHONE SERVICES	$62.64	
			Remit to:	SAN RAMON, CA	$313.20	$1,941.84
PAINTING BY ZEB BODE	8024	12/03/2012	122011	PAINTING OF SOUTH ENTRANCE AT SENIOR CENTER	$3,700.00	
			122611	PAINTING OF LIGHT POLES AT SENIOR CENTER	$3,380.00	
			Remit to:	NORCO, CA	$7,080.00	$35,613.00
PATH OF LIFE MINISTRIES	215266	12/10/2012	CDBG MV 1-12/13	CDBG PRGM-REIMB. FOR TRANSITIONAL SHELTER PRGM SVCS	$15,850.00	
			Remit to:	RIVERSIDE, CA	$15,850.00	$15,850.00
PATRICIA A. KING	215299	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$271.44	
			Remit to:	LAS VEGAS, NV	$271.44	$1,357.20

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
PATRICIA A. MORA	8108	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$1,593.65
PATRICK BECKNER	8073	12/10/2012	121201	RETIREE MED BENEFIT SEPT-NOV '12, PD DEC '12	$703.20	
			Remit to:	MURRIETA, CA	$703.20	$2,317.20
PB AMERICAS, INC.	215374	12/17/2012	AR 496565	ENGINEERING SERVICES - SR-60/NASON INTRCHG.	$20,169.16	
			Remit to:	SAN BERNARDINO, CA	$20,169.16	$20,169.16
PERS LONG TERM CARE PROGRAM	215315	12/10/2012	121115	LONG TERM CARE INSURANCE	$458.63	
			Remit to:	PASADENA, CA	$458.63	$5,503.56
PERS LONG TERM CARE PROGRAM	215316	12/10/2012	121129	LONG TERM CARE INSURANCE	$458.63	
			Remit to:	PASADENA, CA	$458.63	$5,503.56
PERS LONG TERM CARE PROGRAM	215399	12/17/2012	121215	LONG TERM CARE INSURANCE	$458.63	
			Remit to:	PASADENA, CA	$458.63	$5,503.56
PIP PRINTING	8025	12/03/2012	53402 - BAL DUE	REMINDER POSTCARDS PRINTING/ADDRESSING FOR BUSINESS LIC. RENEWAL	$926.43	
			Remit to:	MORENO VALLEY, CA	$926.43	$2,688.75
PROFESSIONAL COMMUNICATION NETWORK PCN	215267	12/10/2012	086400439	LIVE ANSWERING SERVICE FOR TOW PROGRAM	$486.00	
			086201236	LIVE ANSWERING SERVICE FOR TOW PROGRAM	$516.45	
			086300429	LIVE ANSWERING SERVICE FOR TOW PROGRAM	$511.50	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	RIVERSIDE, CA	$1,513.95	$2,957.40
PSOMAS	215375	12/17/2012	84352	CONSULTING SERVICES - NASON/CACTUS	$1,435.00	
			Remit to:	SANTA ANA, CA	$1,435.00	$22,161.00
QUALITY CODE PUBLISHING, LLC	8063	12/10/2012	2012-359	SUPPLEMENT SERVICE TO THE MV MUNICIPAL CODE	$1,381.34	
			Remit to:	SEATTLE, WA	$1,381.34	$3,116.63
RALPH NAVARRETTE	8110	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$225.99	
			Remit to:	RANCHO CUCAMONGA, CA	$225.99	$1,129.95
RBF CONSULTING, INC.	8150	12/17/2012	12090145	CONSULTING SERVICES - NASON/CACTUS	$1,025.00	
			Remit to:	IRVINE, CA	$1,025.00	$33,168.44
REBECCA S. GUILLAN	8085	12/10/2012	121201	RETIREE MED BENEFIT DEC '12, PD DEC '12	$275.31	
			Remit to:	ADVANCE, NC	$275.31	$1,376.55
REPUBLIC MASTER CHEFS	215268	12/10/2012	S180265	LINENS FOR SPECIAL EVENTS AT CRC	$45.00	
			S180266	LINENS FOR SPECIAL EVENTS AT CRC	$75.00	
			S180508	LINENS FOR SPECIAL EVENTS AT CRC	$10.50	
			S182895	LINENS FOR SPECIAL EVENTS AT CRC	$33.95	
			10803738	LINEN RENTAL FOR CRC	$23.74	
			S182906	LINENS FOR SPECIAL EVENTS AT CRC	$43.10	
			10816216	LINEN RENTAL FOR CRC	$25.00	
			10829231	LINEN RENTAL FOR CRC	$25.00	
			10822408	LINEN RENTAL FOR CRC	$25.00	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
REPUBLIC MASTER CHEFS	215268	12/10/2012	10836372	LINEN RENTAL FOR CRC	$25.00	
			S182905	LINENS FOR SPECIAL EVENTS AT CRC	$91.30	
			Remit to:	LOS ANGELES, CA	$422.59	$624.07
REPUBLIC MASTER CHEFS	215468	12/20/2012	S186834	LINENS FOR SPECIAL EVENTS AT CRC	$65.75	
			S186837	LINENS FOR SPECIAL EVENTS AT CRC	$69.95	
			10842548	LINEN RENTAL FOR CRC	$24.78	
			S186838	LINENS FOR SPECIAL EVENTS AT CRC	$41.00	
			Remit to:	LOS ANGELES, CA	$201.48	$624.07
RICK ENGINEERING COMPANY	8151	12/17/2012	0029012	CONSULTING SERVICES, SURVEY - NASON/CACTUS	$13,742.50	
			0029002	CONSULTING SERVICES, SURVEY - LOCAL STREET PAVEMENT RESURFACING	$220.00	
			Remit to:	RIVERSIDE, CA	$13,962.50	$96,784.46
RICK HARTMANN	215296	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	SAN DIMAS, CA	$318.73	$956.19
RIGHTWAY SITE SERVICES, INC.	215377	12/17/2012	717758	PORTABLE TOILET ON WHEELS/SERVICE FOR M&O DIV.	$89.55	
			Remit to:	LAKE ELSINORE, CA	$89.55	$2,931.41
RIVERSIDE CO. SHERIFF'S DEPT	215341	12/11/2012	JAN 7-11, 2013	REGISTR-INTERMD. TRAFFIC COLL. INV.-HACKWORTH, MURPHY, & YOUNG	$597.00	
			JAN28-FEB8, 2013	REGISTR-ADVANCED TRAFFIC COLL. INVESTIG.-W. YOUNG	$481.00	
			Remit to:	RIVERSIDE, CA	$1,078.00	$2,340.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
RIVERSIDE COUNTY BAR ASSOCIATION	215269	12/10/2012	2013 DUES STMT	MEMBERSHIP DUES FOR CITY ATTORNEY	$120.00	
			Remit to:	RIVERSIDE, CA	$120.00	$120.00
RIVERSIDE COUNTY CLERK	215225	12/03/2012	112712-Fee	CA DEPT OF FISH AND GAME FEES - NOD FILING	$2,165.50	
			Remit to:	RIVERSIDE, CA	$2,165.50	$2,165.50
RIVERSIDE COUNTY DEPARTMENT OF HEALTH	215211	12/03/2012	HS0000003875	RABIES TEST-ANIMAL SVCS	$50.00	
			Remit to:	RIVERSIDE, CA	$50.00	$300.00
RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DIST.	215495	12/20/2012	RCFC-Fee121812	ENCROACHMENT PERMIT FEE DEPOSIT-NASON FROM CACTUS TO FIR	$2,000.00	
			Remit to:	RIVERSIDE, CA	$2,000.00	$4,000.00
RIVERSIDE COUNTY INFORMATION TECHNOLOGY	215360	12/17/2012	9990170000-1209	VPN CONNECTION FOR CODE ENFORCEMENT	$11.14	
			9990023000-1210	VPN CONNECTION FOR CODE ENFORCEMENT & HELP DESK SUPPORT	$72.00	
			9990023000-1209	VPN CONNECTION FOR CODE ENFORCEMENT	$17.70	
			9990170000-1210	VPN CONNECTION FOR CODE ENFORCEMENT	$11.14	
			Remit to:	RIVERSIDE, CA	$111.98	$10,148.70
RIVERSIDE COUNTY INFORMATION TECHNOLOGY	215458	12/20/2012	9990085000-1210	RADIO COMM. SERVICES FOR PD MOTORCYCLES	$983.50	
			Remit to:	RIVERSIDE, CA	$983.50	$10,148.70
RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT)	215378	12/17/2012	9990023000-1210	800-MHZ RADIO MONTHLY LEASE	$189.90	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT)	215378	12/17/2012	9990023000-1209	800-MHZ RADIO MONTHLY LEASE	$189.90	
			Remit to:	RIVERSIDE, CA	$379.80	$4,097.00
RIVERSIDE COUNTY SHERIFF	215317	12/10/2012	121129	GARNISHMENT	$55.44	
			Remit to:	RIVERSIDE, CA	$55.44	$5,063.47
RIVERSIDE COUNTY SHERIFF	215400	12/17/2012	121215	GARNISHMENT	$136.96	
			Remit to:	RIVERSIDE, CA	$136.96	$5,063.47
RMA GROUP, INC	215379	12/17/2012	41085	CONSULTING SERVICES, GEOTECHNICAL - CORPORATE YARD SEWER IMPRVMT	$3,931.73	
			Remit to:	RANCHO CUCAMONGA, CA	$3,931.73	$3,931.73
ROBERT C. LUMLEY	8101	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$1,593.65
ROBERT D. HERRICK	215297	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$1,593.65
ROBERT GUTIERREZ	8086	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	LA VERNE, CA	$318.73	$1,593.65
ROBERT H. WILLIS	215391	12/17/2012	111812	SPORTS OFFICIATING SERVICES	$80.00	
			112512	SPORTS OFFICIATING SERVICES	$60.00	
			Remit to:	PERRIS, CA	$140.00	$1,020.00
ROBERT MEYERS	215314	12/10/2012	OCT-2012	INSTRUCTOR SVCS-DRAWING FOR KIDS CLASS	$189.00	
			Remit to:	MORENO VALLEY, CA	$189.00	$1,032.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
ROBERT MILES	8105	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$225.99	
			Remit to:	MORENO VALLEY, CA	$225.99	$1,129.95
ROBERT NELSON	8111	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$320.43	
			Remit to:	ONTARIO, CA	$320.43	$1,602.15
ROBERTO RAMOS	215227	12/03/2012	NOV-2012	INSTRUCTOR SVCS-KINDER KARATE & TAE KWON DO CLASSES	$330.60	
			Remit to:	MORENO VALLEY, CA	$330.60	$2,953.60
ROBERTO RAMOS	215408	12/17/2012	DEC-2012	INSTRUCTOR SVCS-KINDER KARATE & TAE KWON DO CLASSES	$321.00	
			Remit to:	MORENO VALLEY, CA	$321.00	$2,953.60
RONALD A. WIELIN	8132	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	BANNING, CA	$318.73	$1,593.65
ROSALYN CARTER	8076	12/10/2012	121201	RETIREE MED BENEFIT OCT-NOV '12, PD DEC '12	$637.46	
			Remit to:	MORENO VALLEY, CA	$637.46	$1,593.65
ROSENOW SPEVACEK GROUP (RSG, INC.)	215270	12/10/2012	0028536	MV HOUSING AUTHORITY FY 11/12 ANNUAL REPORT PREPARATION SVCS	$4,247.50	
			0028611	MV HOUSING AUTHORITY FY 11/12 ANNUAL REPORT PREPARATION SVCS	$187.50	
			Remit to:	SANTA ANA, CA	$4,435.00	$9,233.98
ROSS W. HEFFLEY	8090	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	HEMET, CA	$318.73	$1,593.65
RUTH L. NELSON	8112	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$165.81	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	PERRIS, CA	$165.81	$829.05
SA ASSOCIATES	8064	12/10/2012	74	CONSULTING SERVICES, ENGINEERING - NASON/CACTUS	$10,087.50	
			Remit to:	ARCADIA, CA	$10,087.50	$63,600.00
SARA L. ROCHA	8116	12/10/2012	121201	RETIREE MED BENEFIT OCT-NOV12 $160X2, DEC12-FEB13 MEDI, PD DEC12	$519.80	
			Remit to:	QUEEN CREEK, AZ	$519.80	$1,399.40
SARA L. ROCHA	8211	12/20/2012	121201a	FEB'13 MEDI PD DEC'12	$99.90	
			Remit to:	QUEEN CREEK, AZ	$99.90	$1,399.40
SAT/HUMAN RESOURCES	8152	12/17/2012	WMN-7486	INTERACTIVE MEETING-A. WILSON	$815.86	
			Remit to:	CARSON, CA	$815.86	$815.86
SCMAF-INLAND VALLEYS	215344	12/11/2012	2012-28	SCMAF 2012 AWARDS & INSTALLATION	$30.00	
			2012-26	SCMAF 2012 AWARDS & INSTALLATION	$60.00	
			2012-27	SCMAF 2012 AWARDS & INSTALLATION	$30.00	
			Remit to:	CHINO HILLS, CA	$120.00	$120.00
SCOTT FAZEKAS & ASSOCIATES, INC	215272	12/10/2012	16364	PLAN CHECK SVCS FOR BLDG & SAFETY DEPT.	$847.00	
			Remit to:	IRVINE, CA	$847.00	$1,397.00
SEAN MALEK ENGINEERING AND CONSTRUCTION	215469	12/20/2012	07123-5	CONSTRUCTION CONTRACT - AUTO MALL IMPROVEMENTS	$6,113.83	
			Remit to:	TEMECULA, CA	$6,113.83	$205,809.29
SECTRAN SECURITY, INC	215380	12/17/2012	12120610 - CH	ARMORED TRANSPORT SVCS FOR CITY HALL CASHIER	$159.00	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
SECTRAN SECURITY, INC	215380	12/17/2012	12120610 - PR	ARMORED TRANSPORT SVCS FOR PARKS & COMM. SVCS	$159.00	
			12120610 - ENT	ARMORED TRANSPORT SVCS FOR MV UTILITY	$159.00	
			Remit to:	LOS ANGELES, CA	$477.00	$2,862.00
SECURITY LOCK & KEY	8027	12/03/2012	25620	RE-KEY GOLF COURSE TO PRIMUS SYSTEM	$1,678.79	
			Remit to:	YUCAIPA, CA	$1,678.79	$3,078.23
SHARON K. SHARRETT	215306	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$165.81	
			Remit to:	ONTARIO, CA	$165.81	$829.05
SHAW INDUSTRIES, INC.	215212	12/03/2012	7836829	CARPET SUPPLIES FOR 2ND FLOOR CITY HALL (STAIRS)	$153.23	
			Remit to:	MENIFEE, CA	$153.23	$153.23
SHELL OIL CO.	215470	12/20/2012	065124489212	FUEL PURCHASES-PD MOTORCYCLES	$1,547.56	
			Remit to:	COLUMBUS, OH	$1,547.56	$12,584.61
SHELL OIL CO.	215471	12/20/2012	079021622212	FUEL PURCHASES-PD SET	$66.64	
			Remit to:	COLUMBUS, OH	$66.64	$12,584.61
SINGER & COFFIN	8205	12/20/2012	2803	PROFESSIONAL LEGAL SERVICES	$1,646.70	
			Remit to:	IRVINE, CA	$1,646.70	$18,041.50
SKY PUBLISHING	215273	12/10/2012	12_7_103	PRINTING OF SOARING RECREATION GUIDE FOR WINTER/SPRING 2013	$11,833.50	
			Remit to:	MORENO VALLEY, CA	$11,833.50	$11,833.50
SO CAL FPO	215347	12/11/2012	JAN. 15-16, 2013	REGISTR. FEE FOR CARLOS RODRIGUEZ FOR STATUTES & REGS. TRAINING	$100.00	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	SAN DIEGO, CA	$100.00	$100.00
SOCAL FPO	215411	12/17/2012	REG-P VILLALOBOS	REGISTRATION FEE-STATUTES & REGULATIONS TRNG ON FEB. 5-6, 2013	$100.00	
			REG-F. MARTINEZ	REGISTRATION FEE-STATUTES & REGULATIONS TRNG ON FEB. 5-6, 2013	$100.00	
			Remit to:	ANAHEIM, CA	$200.00	$200.00
SOCO GROUP, INC	8154	12/17/2012	680769	FUEL FOR CITY VEHICLES & EQUIPMENT	$7,175.50	
			681254	FUEL FOR CITY VEHICLES & EQUIPMENT	$6,744.58	
			682284	FUEL FOR CITY VEHICLES & EQUIPMENT	$6,957.45	
			Remit to:	PERRIS, CA	$20,877.53	$148,351.12
SOUTH COAST AQMD	215472	12/20/2012	2531987	ANNUAL OPERATING FEES-DIESEL GENERATOR AT ANIMAL SHELTER	$310.85	
			2533102	ANNUAL EMISSIONS FEES-DIESEL GENERATOR AT ANIMAL SHELTER	$115.56	
			Remit to:	DIAMOND BAR, CA	$426.41	$1,699.93
SOUTHERN CALIFORNIA EDISON	215213	12/03/2012	NOV-12 12/3/12	ELECTRICITY	$3,527.97	
			Remit to:	RIALTO, CA	$3,527.97	$67,207.91
SOUTHERN CALIFORNIA EDISON	215275	12/10/2012	OCT-12 12/10/12	ELECTRICITY	$25.19	
			NOV-12 12/10/12	ELECTRICITY	$5,406.07	
			Remit to:	ROSEMEAD, CA	$5,431.26	$1,143,324.31
SOUTHERN CALIFORNIA EDISON	215474	12/20/2012	7500227371	RELIABILITY SERVICE-DLAP_SCE_SEES_HV	$305.89	
			7500226417	WDAT CHARGES-SUBSTATION 115KV INTERCONNECTION	$16,794.83	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	ROSEMEAD, CA	$17,100.72	$231,553.58
SOUTHERN CALIFORNIA FPO'S	215410	12/17/2012	NEW MEMBER APPS	MEMBERSHIP FEES FOR: C. RODRIGUEZ, F. MARTINEZ, & P. VILLALOBOS	$195.00	
			Remit to:	RANCHO CUCAMONGA, CA	$195.00	$195.00
SOUTHERN CALIFORNIA GAS CO.	215383	12/17/2012	NOV-2012	GAS CHARGES	$5,581.26	
			Remit to:	MONTEREY PARK, CA	$5,581.26	$21,100.47
SPARKLETTS	215277	12/10/2012	7364551 112312	BOTTLED WATER/SVC-SUNNYMEAD ELEMENTARY "A CHILD'S PLACE"	$10.59	
			10050036 110212	BOTTLED WATER/SVC-EOC/ERF	$35.19	
			Remit to:	DALLAS, TX	$45.78	$466.65
SPARKLETTS	215475	12/20/2012	7363683 120212	BOTTLED WATER/SVC-ARMADA ELEMENTARY "A CHILD'S PLACE"	$16.41	
			7364596 120212	BOTTLED WATER/SVC-CREEKSIDE ELEMENTARY "A CHILD'S PLACE"	$11.84	
			Remit to:	DALLAS, TX	$28.25	$466.65
SPRINT	215278	12/10/2012	LCI-154987	CELLULAR TECH EXTRACTION/LOCATOR SVCS	$30.00	
			LCI-156152	CELLULAR TECH EXTRACTION/LOCATOR SVCS	$30.00	
			LCI-155460	CELLULAR TECH EXTRACTION/LOCATOR SVCS	$30.00	
			LCI-155408	CELLULAR TECH EXTRACTION/LOCATOR SVCS	$40.00	
			Remit to:	KANSAS CITY, MO	$130.00	$220.00
SPRINT	215476	12/20/2012	LCI-156953	CELLULAR TECH EXTRACTION/LOCATOR SVCS	$30.00	
			Remit to:	KANSAS CITY, MO	$30.00	$220.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
SPRINT/NEXTEL COMMUNICATIONS	8065	12/10/2012	417544340-072	CELLULAR PHONE SVC FOR PD GTF	$77.12	
			634235346-026	CELLULAR PHONE SVC FOR PD SET (SHORT-PAID PENDING CASE 7391885)	$650.00	
			Remit to:	CAROL STREAM, IL	$727.12	$4,291.33
SPRINT/NEXTEL COMMUNICATIONS	8206	12/20/2012	634235346-027	CELLULAR PHONE SVC FOR PD SET (SHORT-PAID PENDING CASE 7391885)	$650.00	
			Remit to:	CAROL STREAM, IL	$650.00	$4,291.33
STAN BUCKINGHAM	215291	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	TEMECULA, CA	$318.73	$1,593.65
STANDARD INSURANCE CO	215229	12/03/2012	121201	SUPPLEMENTAL INSURANCE	$1,788.79	
			Remit to:	PORTLAND, OR	$1,788.79	$8,918.85
STANLEY CONVERGENT SECURITY	8155	12/17/2012	9737678	COMBINE TWO EXISTING INTRUSION ALARMS AT GOLF COURSE	$1,826.00	
			Remit to:	PALATINE, IL	$1,826.00	$13,767.46
STATE BAR OF CALIFORNIA	215384	12/17/2012	207114 - YR 2013	2013 MEMBER FEES & MCLE COMPLIANCE-S. BRYANT	$410.00	
			130677 - YR 2013	2013 MEMBER FEES & MCLE COMPLIANCE-R. HANSEN	$410.00	
			216785 - YR 2013	2013 MEMBER FEES & MCLE COMPLIANCE-P. EARLY	$410.00	
			Remit to:	LOS ANGELES, CA	$1,230.00	$1,230.00
STATE BOARD OF EQUALIZATION	8223	12/21/2012	113012	SALES & USE TAX REPORT 11/1-11/30/12	$1,452.00	
			Remit to:	SACRAMENTO, CA	$1,452.00	$13,763.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
STATE DISBURSEMENT UNIT	8177	12/13/2012	CS121213	3201-CHILD SUPPORT WITHHOLDING	$2,172.42	
			Remit to:	WEST SACRAMENTO, CA	$2,172.42	$30,752.14
STATE DISBURSEMENT UNIT	8299	12/27/2012	CS121227	3209-CHILD SUPPORT WITHHOLDING	$2,278.35	
			Remit to:	WEST SACRAMENTO, CA	$2,278.35	$30,752.14
STENO SOLUTIONS TRANSCRIPTION SVCS., IN	215477	12/20/2012	42456	TRANSCRIPTION SERVICES FOR PD	$2,747.20	
			Remit to:	CORONA, CA	$2,747.20	$22,151.52
STEVE CHAPMAN	215292	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	REDLANDS, CA	$318.73	$1,593.65
STEVE KUPSAK	8094	12/10/2012	121201	RETIREE MED BENEFIT SEP-NOV '12, PD DEC '12	$956.19	
			Remit to:	CEDAR GLEN, CA	$956.19	$1,912.38
STI, INC. and ORCO BLOCK CO.	215415	12/17/2012	11-901-Ret-3	JOINT CHECK-IRONWOOD AVE IMPROVEMENTS PROJECT RETENTION RELEASE	$9,095.71	
			Remit to:	RIVERSIDE, CA	$9,095.71	$9,095.71
STI, INC. and S&J CONCRETE PUMPING, INC.	215414	12/17/2012	11-901-Ret-2	JOINT CHECK-IRONWOOD AVE IMPROVEMENTS PROJECT RETENTION RELEASE	$1,269.00	
			Remit to:	RIVERSIDE, CA	$1,269.00	$1,269.00
STUART H. SHELDON	215307	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	MURRIETA, CA	$318.73	$1,593.65
SUE A. MAXINOSKI	8103	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	AVINGER, TX	$318.73	$1,593.65
SUNNYMEAD ACE HARDWARE	215215	12/03/2012	49109	MISC. SUPPLIES/TOOLS FOR FIRE STATION 99	$113.13	
			49198	MISC. SUPPLIES/TOOLS FOR FIRE STATION 99	$118.69	
			Remit to:	MORENO VALLEY, CA	$231.82	$514.20
SUNNYMEAD ACE HARDWARE	215280	12/10/2012	49528	MISC. SUPPLIES FOR PD	$38.83	
			49356	MISC. SUPPLIES FOR PD	$27.89	
			49083	MISC. SUPPLIES FOR PD	$8.60	
			48812	MISC. SUPPLIES FOR PD	$83.17	
			48909	MISC. SUPPLIES FOR PD	$11.54	
			48818	MISC. SUPPLIES FOR PD	$10.01	
			48484	MISC. SUPPLIES FOR PD	$15.28	
			Remit to:	MORENO VALLEY, CA	$195.32	$337.34
SUSAN A. JONES	8091	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$1,593.65
SUSAN A. SLAGERMAN	8122	12/10/2012	121201	RETIREE MED BENEFIT OCT-NOV '12, PD DEC '12	$637.46	
			Remit to:	MORENO VALLEY, CA	$637.46	$1,593.65
TARA TRICHE	215418	12/17/2012	DEC-2012	INSTRUCTOR SVCS-DANCE CLASSES	$1,998.00	
			Remit to:	MORENO VALLEY, CA	$1,998.00	$12,638.40
TAX COMPLIANCE SERVICES	215478	12/20/2012	2012-2013 STMT 5	UUT AUDIT & CONSULTING SVCS	$5,000.00	
			Remit to:	THOUSAND OAKS, CA	$5,000.00	$30,000.00

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
TERRY L. STREICH	215308	12/10/2012	121201	RETIREE MED BENEFIT VSP DEC 12, PD DEC 12	$30.33	
			Remit to:	MORENO VALLEY, CA	$30.33	$1,367.80
THE COUNSELING TEAM	215198	12/03/2012	20452	EMPLOYEE SUPPORT SVCS	$1,250.00	
			Remit to:	SAN BERNARDINO, CA	$1,250.00	$8,750.00
THE LEW EDWARDS GROUP	215281	12/10/2012	001	REVENUE MEASURE FEASIBILITY STUDY-AUG12	$7,152.60	
			Remit to:	OAKLAND, CA	$7,152.60	$7,152.60
THE ROTARY CLUB OF MORENO VALLEY	215479	12/20/2012	DONATION	DONATION FROM COUNCIL MBR MOLINA FOR FOOD FOR THANKSGIVING FEAST	$100.00	
			Remit to:	MORENO VALLEY, CA	$100.00	$100.00
THEODORE J. BECKWITH	215282	12/10/2012	12-005	EXPERT WITNESS SVC-MV1208	$325.00	
			Remit to:	RIVERSIDE, CA	$325.00	$325.00
THERMAL COMBUSTION INNOVATORS	215216	12/03/2012	94281	BIOHAZARD MEDICAL WASTE DISPOSAL SVCS FOR ANIMAL SHELTER	$70.95	
			97791	BIOHAZARD MEDICAL WASTE DISPOSAL SVCS FOR ANIMAL SHELTER	$71.34	
			94224	BIOHAZARD MEDICAL WASTE DISPOSAL SVCS FOR ANIMAL SHELTER	$70.88	
			97633	BIOHAZARD MEDICAL WASTE DISPOSAL SVCS FOR ANIMAL SHELTER	$86.31	
			97734	BIOHAZARD MEDICAL WASTE DISPOSAL SVCS FOR ANIMAL SHELTER	$71.26	
			Remit to:	COLTON, CA	$370.74	$583.86
THOMPSON COBURN LLP	8066	12/10/2012	2500209	LEGAL SVCS FOR MVU	$316.22	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	WASHINGTON, DC	$316.22	$7,336.98
THOMPSON COBURN LLP	8207	12/20/2012	2503229	LEGAL SVCS FOR MVU	$234.50	
			Remit to:	WASHINGTON, DC	$234.50	$7,336.98
THOMSON REUTERS	215223	12/03/2012	825861048	LEGAL PUBLICATIONS UPDATES SUBSCRIPTIONS	$638.97	
			826047667	LEGAL PUBLICATIONS UPDATES SUBSCRIPTIONS	$116.38	
			Remit to:	CAROL STREAM, IL	$755.35	$1,609.17
TOM TUCKER dba SCCS	8026	12/03/2012	10112	CONSULTING SVCS-CITYWIDE CAMERA SURVEILLANCE SYSTEM	$3,806.30	
			Remit to:	CLOVIS, CA	$3,806.30	$12,047.00
TRENT D. PULLIAM	8115	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	MISSION VIEJO, CA	$318.73	$1,593.65
TROPICAL PLAZA NURSERY, INC.	215218	12/03/2012	M51047	TREE TRIMMING/CLEANUP THROUGHOUT PASEO AREA OF ZONE E-2	$5,800.00	
			M50960	LANDSCAPE MAINT-ZONE E-2	$6,101.66	
			Remit to:	VILLA PARK, CA	$11,901.66	$60,195.22
TRUGREEN LANDCARE	8029	12/03/2012	7409738	RESTAKE 25 TREES ALONG VIA DEL LAGO	$224.02	
			7390551B	LANDSCAPE MAINT-ZONE S	$914.65	
			7359892B	LANDSCAPE MAINT-ZONE S	$914.65	
			7409726	OVERSEED OF TURF AREA ALONG MORENO BEACH & VIA DEL LAGO	$360.00	
			7375658B	LANDSCAPE MAINT-ZONE S	$914.65	

MV00192798

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	RIVERSIDE, CA	$3,327.97	$130,154.03
TRUGREEN LANDCARE	8067	12/10/2012	7422525	LANDSCAPE MAINT-ZONE S	$914.65	
			7422524	LANDSCAPE MAINT-ZONE E-4 & E-4A	$8,445.86	
			7422522	LANDSCAPE MAINT-ZONE E-16	$2,485.00	
			7422521	LANDSCAPE MAINT-ZONE DSG-1	$5,121.57	
			7422520	LANDSCAPE MAINT-ZONE M	$4,955.00	
			7425054	TRACT #19032-TRIM SHRUBS, CUT WEEDS, SPRAY WITH ROUND-UP	$850.00	
			7424938	IRRIGATION REPAIRS-ZONE E-4	$450.55	
			Remit to:	RIVERSIDE, CA	$23,222.63	$130,154.03
TRUGREEN LANDCARE	8208	12/20/2012	7426705	STUMP REMOVED & 24" BOX TREE INSTALLED AT CITY HALL	$330.00	
			Remit to:	RIVERSIDE, CA	$330.00	$130,154.03
TURF STAR, INC.	215480	12/20/2012	2270598-00	PARTS FOR GOLF COURSE EQUIPMENT MAINT/REPAIRS	$2,511.38	
			Remit to:	SAN FRANCISCO, CA	$2,511.38	$12,196.49
TW TELECOM	215219	12/03/2012	05166888	TELECOM SVCS-LOCAL/LONG DISTANCE CALLS	$1,523.09	
			05166888a	INTERNET & DATA SVCS	$1,549.31	
			Remit to:	DENVER, CO	$3,072.40	$21,430.16
TW TELECOM	215481	12/20/2012	05222362a	INTERNET & DATA SVCS	$1,549.31	
			05222362	TELECOM SVCS-LOCAL/LONG DISTANCE CALLS	$1,469.39	

MV00192799

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	DENVER, CO	$3,018.70	$21,430.16
U.S. HEALTHWORKS MEDICAL GROUP	215220	12/03/2012	122116424 10/10	EMPLOYEE MEDICAL TREATMENT/CARE COORDINATION	$159.04	
			2186758-CA	EMPLOYEE DOT PHYSICAL EXAM	$65.00	
			Remit to:	LOS ANGELES, CA	$224.04	$2,221.98
U.S. HEALTHWORKS MEDICAL GROUP	215283	12/10/2012	122116905 11/06	EMPLOYEE INJURY MEDICAL TREATMENT/CARE	$103.86	
			Remit to:	LOS ANGELES, CA	$103.86	$2,221.98
U.S. HEALTHWORKS MEDICAL GROUP	215482	12/20/2012	130066046 11/13	EMPLOYEE INJURY MEDICAL TREATMENT/CARE	$230.01	
			130066046 11/20	EMPLOYEE INJURY MEDICAL TREATMENT/CARE	$68.62	
			130066046 11/12	EMPLOYEE INJURY MEDICAL TREATMENT/CARE	$113.34	
			Remit to:	LOS ANGELES, CA	$411.97	$2,221.98
U.S. TREASURY	8220	12/20/2012	W121205	INITIAL PAYMENT PURSUANT TO HUD REQUEST	$12,147.00	
			Remit to:	WASHINGTON, DC	$12,147.00	$12,147.00
UNDERGROUND SERVICE ALERT	8209	12/20/2012	1120120434c	DIGALERT TICKETS SUBSCRIPTION SERVICE	$93.00	
			1120120434d	DIGALERT TICKETS SUBSCRIPTION SERVICE	$93.00	
			1120120434a	DIGALERT TICKETS SUBSCRIPTION SERVICE	$93.00	
			1120120434b	DIGALERT TICKETS SUBSCRIPTION SERVICE	$93.00	
			Remit to:	CORONA, CA	$372.00	$2,571.00
UNION BANK OF CALIFORNIA NA	215284	12/10/2012	782358	INVESTMENT SAFEKEEPING SERVICES	$291.67	

MV00192800

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	SAN DIEGO, CA	$291.67	$909.34
UNITED ROTARY BRUSH CORP.	8156	12/17/2012	273682	STREET SWEEPER BROOM KITS/RECONDITIONING	$1,266.16	
			Remit to:	ESCONDIDO, CA	$1,266.16	$10,833.42
UNITED SITE SERVICES OF CA, INC.	8030	12/03/2012	114-934546	FENCE RENTAL AT ANIMAL SHELTER	$106.40	
			Remit to:	EL MONTE, CA	$106.40	$319.20
UNITED WAY OF INLAND VALLEYS	215318	12/10/2012	121129	U W CONTRIBUTIONS	$335.00	
			Remit to:	RIVERSIDE, CA	$335.00	$4,020.00
UNITED WAY OF INLAND VALLEYS	215402	12/17/2012	121215	U W CONTRIBUTIONS	$335.00	
			Remit to:	RIVERSIDE, CA	$335.00	$4,020.00
USA MOBILITY/ARCH WIRELESS	8157	12/17/2012	V6218870L	PAGER SERVICE	$35.80	
			Remit to:	SPRINGFIELD, VA	$35.80	$213.64
VA CONSULTING, INC.	8068	12/10/2012	30737	CONSULTING SERVICES, DESIGN - AUTO MALL	$389.58	
			Remit to:	IRVINE, CA	$389.58	$2,997.89
VACATE TERMITE & PEST ELIMINATION CO.	8031	12/03/2012	28434	PEST CONTROL SERVICE-FIRE STATION #6	$45.00	
			28456	PEST CONTROL SERVICE-FIRE STATION #58	$45.00	
			28431	PEST CONTROL SERVICE-FIRE STATION #65	$45.00	
			28432	PEST CONTROL SERVICE-TOWNGATE COMM. CTR	$45.00	
			28435	PEST CONTROL SERVICE-LIBRARY	$55.00	

MV00192801

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
VACATE TERMITE & PEST ELIMINATION CO.	8031	12/03/2012	28454	PEST CONTROL SERVICE-UTILITY FIELD OFFICE	$45.00	
			28457	PEST CONTROL SERVICE-SENIOR CTR	$55.00	
			28458	PEST CONTROL SERVICE-FIRE STATION #2	$45.00	
			28459	PEST CONTROL SERVICE-FIRE STATION #91	$45.00	
			28588	PEST CONTROL SERVICE-GOLF COURSE PRO SHOP	$45.00	
			28589	PEST CONTROL SERVICE-EOC	$55.00	
			28590	PEST CONTROL SERVICE-CITY HALL	$75.00	
			28601	PEST CONTROL SERVICE-MARCH FIELD BLDG 823	$45.00	
			28603	PEST CONTROL SERVICE-TRANSP. TRAILER	$45.00	
			28453	PEST CONTROL SERVICE-FIRE STATION #48	$45.00	
			28591	PEST CONTROL SERVICE-CONFERENCE & REC CTR	$75.00	
			28602	PEST CONTROL SERVICE-MARCH FIELD PARK COMM. CTR	$45.00	
			28599	PEST CONTROL SERVICE-ANIMAL SHELTER	$115.00	
			28598	PEST CONTROL SERVICE-ANNEX BLDG 1	$55.00	
			28593	PEST CONTROL SERVICE-PUBLIC SAFETY BLDG	$75.00	
			28592	PEST CONTROL SERVICE-CITY YARD	$115.00	
			Remit to:	MORENO VALLEY, CA	$1,215.00	$6,985.00
VARIABLE SPEEDS SOLUTIONS INC	215221	12/03/2012	8559	IRRIGATION PUMP MAINTENANCE-NPDES AREAS	$190.00	

MV00192802

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
VARIABLE SPEEDS SOLUTIONS INC	215221	12/03/2012	8561	IRRIGATION PUMP MAINTENANCE-NPDES AREAS	$190.00	
			Remit to:	HUNTINGTON BEACH, CA	$380.00	$3,230.00
VAS ASSOCIATES, INC.	8158	12/17/2012	173	CONSULTING SERVICES, ENGINEERING - NASON/CACTUS	$18,720.00	
			Remit to:	CORONA, CA	$18,720.00	$135,360.00
VAVRINEK, TRINE, DAY & CO., LLP	215285	12/10/2012	0092878-IN	CONSULTING SVCS-ASSISTANCE WITH DEVELOPER DEPOSITS & BALANCES	$540.00	
			Remit to:	RANCHO CUCAMONGA, CA	$540.00	$17,190.00
VERIZON	215388	12/17/2012	EQN6913105-12333	BACKBONE COMMUNICATION CHARGES	$1,775.70	
			Remit to:	TRENTON, NJ	$1,775.70	$10,574.13
VERIZON CALIFORNIA	215483	12/20/2012	1258220327DEC-12	FIOS SERVICES FOR FIRE STATION 99	$182.10	
			Remit to:	DALLAS, TX	$182.10	$4,547.96
VERIZON CALIFORNIA	215484	12/20/2012	951 UH2-7052/DEC	PHONE CHARGES-ERC	$623.89	
			Remit to:	DALLAS, TX	$623.89	$4,547.96
VERIZON WIRELESS	215286	12/10/2012	1136266053	CELLULAR SERVICE FOR PD TICKET WRITERS	$169.05	
			Remit to:	DALLAS, TX	$169.05	$843.90
VERTEX, INC.	8159	12/17/2012	4089233	PAYROLL TAX Q SERIES SOLUTION SVC AGREEMENT 12/1/12-11/30/13	$845.84	
			Remit to:	BERWYN, PA	$845.84	$1,635.12
VISION SERVICE PLAN	8160	12/17/2012	121201	EMPLOYEE VISION INSURANCE	$3,978.54	
			Remit to:	SAN FRANCISCO, CA	$3,978.54	$23,499.30

MV00192803

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
VISTA PAINT CORPORATION	215222	12/03/2012	2012-422178-00	TRAFFIC PAINT	$1,215.89	
			2012-421841-00	TRAFFIC PAINTING SUPPLIES	$2,090.35	
			2012-421852-00	TRAFFIC PAINT	$607.95	
			Remit to:	FULLERTON, CA	$3,914.19	$3,935.28
VOYAGER FLEET SYSTEM, INC.	8161	12/17/2012	869211615247	CNG FUEL PURCHASES	$1,486.80	
			Remit to:	HOUSTON, TX	$1,486.80	$9,297.83
VULCAN MATERIALS COMPANY	215389	12/17/2012	217912	ASPHALTIC MATERIALS	$111.33	
			223579	ASPHALTIC MATERIALS	$109.19	
			223580	ASPHALTIC MATERIALS	$146.17	
			221873	ASPHALTIC MATERIALS	$109.19	
			219166	ASPHALTIC MATERIALS	$110.62	
			212897	ASPHALTIC MATERIALS	$434.60	
			212896	ASPHALTIC MATERIALS	$110.62	
			209581	ASPHALTIC MATERIALS	$110.62	
			209580	ASPHALTIC MATERIALS	$109.19	
			205993	ASPHALTIC MATERIALS	$110.62	
			205992	ASPHALTIC MATERIALS	$75.05	
			215613	ASPHALTIC MATERIALS	$109.91	
			Remit to:	LOS ANGELES, CA	$1,647.11	$9,049.26
WELLS FARGO BANK	215287	12/10/2012	905281	TRUSTEE FEES 11/29/12-11/28/13 FOR CFD 87-1 2007 SPEC TAX REF BD	$2,000.00	

MV00192804

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
WELLS FARGO BANK	215287	12/10/2012	905282	TRUSTEE FEES 11/29/12-11/28/13 FOR CFD 87-1 IMP AREA #1 REF BD	$2,000.00	
			Remit to:	MINNEAPOLIS, MN	$4,000.00	$4,000.00
WEST COAST ARBORISTS, INC.	8069	12/10/2012	84228	TREE TRIMMING & REMOVAL SERVICES-ZONE E-3	$2,765.00	
			Remit to:	ANAHEIM, CA	$2,765.00	$6,285.00
WESTERN MUNICIPAL WATER DISTRICT	215485	12/20/2012	24753-018620/NOV	WATER CHARGES-MARB BALLFIELDS	$377.80	
			23821-018258/NOV	WATER CHARGES-MFPCC BLDG 938	$70.00	
			23866-018292/NOV	WATER CHARGES-SKATE PARK	$19.10	
			23821-018257/NOV	WATER CHARGES-MFPCC LANDSCAPE	$427.84	
			Remit to:	ARTESIA, CA	$894.74	$13,317.67
WESTERN PACIFIC SIGNAL, LLC	215486	12/20/2012	16753	AUDIBLE PEDESTRIAN SIGNAL DEVICE	$6,107.02	
			Remit to:	SAN LEANDRO, CA	$6,107.02	$6,107.02
WESTERN RIVERSIDE CO. OF GOVT'S	215392	12/17/2012	1212041	DAY ST ROADWAY IMPROVEMENTS ASSESSEMNT	$9.81	
			NOV-12 TUMF	TUMF FEES COLLECTED FOR 11/1-11/30/12	$18,263.09	
			Remit to:	RIVERSIDE, CA	$18,272.90	$621,274.14
WFCA: THE DAILY DISPATCH	215419	12/17/2012	2785	STATE-WIDE EMPLOYMENT AD FOR FIRE SAFETY SPECIALIST	$225.00	
			Remit to:	SALEM, OR	$225.00	$225.00
WILLDAN ENGINEERING	215390	12/17/2012	00314254	CONSULTING SERVICES - PAVEMENT MGMT PGM.	$4,473.75	
			00314441	CONSULTING SERVICES - PAVEMENT MGMT. PJT.	$15,091.25	

MV00192805

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	SAN BERNARDINO, CA	$19,565.00	$61,263.23
WILLIAM R. HAMLIN	8087	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	BEAUMONT, CA	$318.73	$1,593.65
WURM'S JANITORIAL SERVICES, INC.	8032	12/03/2012	21059	JANITORIAL SVCS-SUNNYMEAD MIDDLE SCHOOL-ASES	$152.10	
			Remit to:	CORONA, CA	$152.10	$139,972.23
WURM'S JANITORIAL SERVICES, INC.	8162	12/17/2012	21768	JANITORIAL SVCS-EOC	$688.36	
			21759	JANITORIAL SVCS-SENIOR CENTER	$1,916.18	
			21764	JANITORIAL SVCS-LIBRARY	$1,771.79	
			21763	JANITORIAL SVCS-MARCH FIELD PARK COMM. CTR	$955.70	
			21762	JANITORIAL SVCS-PUBLIC SAFETY BLDG	$5,564.25	
			21786	SPECIAL CLEANINGS FOR EVENT RENTALS AT CRC	$1,800.00	
			21765	JANITORIAL SVCS-FACILITIES ANNEX	$124.29	
			21755	JANITORIAL SVCS-TS ANNEX	$453.43	
			21769	JANITORIAL SVCS-CONFERENCE CTR	$3,447.93	
			21770	JANITORIAL SVCS-CITY YARD AND TRANSP. TRAILER	$445.30	
			21771	JANITORIAL SVCS-CITY HALL	$4,588.23	
			21757	JANITORIAL SVCS-SUNNYMEAD ELEMENTARY "A CHILD'S PLACE"	$184.10	
			21758	JANITORIAL SVCS-SUNNYMEAD MIDDLE SCHOOL-ASES	$152.10	

MV00192806

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
WURM'S JANITORIAL SERVICES, INC.	8162	12/17/2012	21760	JANITORIAL SVCS-RAINBOW RIDGE "A CHILD'S PLACE"	$310.19	
			21766	JANITORIAL SVCS-ESA ANNEX	$735.73	
			21756	JANITORIAL SVCS-TOWNGATE COMM. CTR	$691.38	
			Remit to:	CORONA, CA	$23,828.96	$139,972.23
WURM'S JANITORIAL SERVICES, INC.	8210	12/20/2012	21660	JANITORIAL SVCS-SENIOR CENTER	$1,916.18	
			21785	SPECIAL CLEANINGS FOR EVENT RENTALS AT TOWNGATE COMM. CTR	$240.00	
			21761	JANITORIAL SVCS-GANG TASK FORCE OFFICE	$112.82	
			21787	SPECIAL CLEANINGS FOR EVENT RENTALS AT SENIOR CTR.	$130.00	
			Remit to:	CORONA, CA	$2,399.00	$139,972.23
XEROX CORPORATION	215289	12/10/2012	065283528	COPIER LEASE FOR GRAPHICS DEPT.	$424.11	
			065283529	COPIER LEASE FOR GRAPHICS DEPT.	$393.44	
			065283523	COPIER RENTAL/MAINT.-PD	$84.16	
			065283524	COPIER RENTAL/MAINT.-PD	$92.79	
			065283525	COPIER RENTAL/MAINT.-PD	$77.31	
			Remit to:	PASADENA, CA	$1,071.81	$23,779.49
XEROX CORPORATION	215393	12/17/2012	065283526	COPIER LEASE/BILLABLE PRINTS FOR PARKS DEPT.	$2,038.52	
			065283527	COPIER LEASE FOR PARKS DEPT.	$490.76	
			Remit to:	PASADENA, CA	$2,529.28	$23,779.49
ZACHARY F. FOSTER	8082	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	

MV00192807

City of Moreno Valley

Payment Register

For Period 12/1/2012 through 12/31/2012

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	GRASS VALLEY, CA	$318.73	$956.19
ZUMAR INDUSTRIES, INC.	8163	12/17/2012	0142070	SIGNS FOR CFD #1 PARKS	$79.02	
			0141918	SIGNS FOR CFD #1 PARKS	$198.44	
			Remit to:	SANTA FE SPRINGS, CA	$277.46	$277.46

TOTAL CHECKS UNDER $25,000	**$1,139,253.09**
GRAND TOTAL	**$13,301,776.54**

MV00192808

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, City Treasurer

AGENDA DATE: February 26, 2013

TITLE: RECEIPT OF QUARTERLY INVESTMENT REPORT – QUARTER ENDED DECEMBER 31, 2012

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Quarterly Investment Report, in compliance with the City's Investment Policy.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable

BACKGROUND

California Government Code Sections 53601 and 53646 establish the types of investments allowed, the governing restrictions on these investments, the third-party custodian arrangement for certain investments, and the reporting practices related to the portfolio for local agencies. The City's Investment Policy, adopted on April 24, 2012 is in full compliance with the requirements of both of the above-mentioned Code Sections.

DISCUSSION

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended December 31, 2012. This is the second quarterly report submitted for the 2012-13 fiscal year and is in compliance with California Government

Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City's Investment Policy and Government Code Section 53601 as to the types of investments allowed. As stated in the attached report, there is more than adequate liquidity within the portfolio for the City to meet its budgeted expenditures over the next six months.

The City has used Chandler Asset Management as its professional portfolio manager since 2010. Chandler uses an active investment management approach. Utilizing an active approach, securities purchased by Chandler on the City's behalf are not necessarily held to maturity but may be actively traded based on market conditions and the City's investment goals. The City's cash flow requirements are evaluated on an ongoing basis, with short-term needs accommodated through the City's pooled investment funds with the State Local Agency Investment Fund (LAIF). LAIF is a pool of public funds managed by the State Treasurer of California, providing 24-hour liquidity while yielding a rate of return approximately equivalent to a one-year treasury bill. With the combined use of a conservative approach to evaluating cash flow needs and LAIF liquidity, the City will not have to liquidate securities at current market rates that are intended to be held for longer-term investment. This is especially important considering that the average maturity of the general portfolio is 2.34 years.

The investments managed by Chandler Asset Management totaled $149,234,776 at par and achieved a Yield to Maturity (YTM) for December 2012 of 1.31%. This compares to a YTM in September 2012 of 1.32% and a YTM in December 2011 of 1.57%. In addition, the City maintained $6,808,940 in the State Local Agency Investment Fund Pool (LAIF) with a YTM of .34%.

In accordance with California Government Code Section 53646, the City is properly reporting investments of all bond proceeds and Deferred Compensation Plan funds. These funds are not managed by the City Treasurer as part of the pooled investment program and were not included in the City's investment reports prior to the current legislation. Bond proceeds are held and invested by a Trustee; Deferred Compensation Plan funds are held and invested by the respective plan administrators with the funds also placed in a trust separate from City funds.

FISCAL IMPACT

Current market rates continue to hover at or near all-time lows and based on comments by the Federal Reserve Board we do not expect this to change in the near future. This interest rate environment directly impacts the ability of the portfolio to generate income. The budget for fiscal year 2012-13 projected General Fund investment earnings totaling $2.3 million. Year to date through December 2012 these revenues have totaled $1,077,000.

CITY COUNCIL GOALS

Revenue Diversification and Preservation. Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

SUMMARY

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended December 31, 2012. This report is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City's Investment Policy and Government Code Section 53601 as to the types of investments allowed. It is recommended that the City Council receive and file the attached Quarterly Investment Report.

ATTACHMENTS

Attachment 1 - Treasurer's Cash and Investments Report – December 2012
Attachment 2 – Chandler Asset Management Bond Market Review – January 2013

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
City Treasurer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

CITY OF MORENO VALLEY

Treasurer's Cash and Investments Report

December 2012

General Portfolio	Cost Value	Market Value	Par Value	Average Maturity	Average Yield to Maturity	Average Duration
Bank Accounts	2,143,415	2,143,415	2,143,415			
State of California LAIF Pool	6,808,940	6,808,940	6,808,940	**0.66**	**0.34%**	
Investments	153,069,818	153,983,402	149,234,776	**2.45**	**1.31%**	**2.34**
Total General Portfolio	**162,022,173**	**162,935,757**	**158,187,131**	**Years**		**Years**

Bond Proceeds with Fiscal Agents	Market Value
Construction Funds	3,371,933
Principal & Interest Accounts	536,133
Debt Service Reserve Funds	5,246,321
Custody Accounts	0
Arbitrage Rebate Accounts	0
Other Accounts	6,894
Total Bond Proceeds	**9,161,281**

Deferred Compensation Funds	Market Value as of Sept 30,2012
Nationwide	10,040,212
ICMA	4,301,170
Total Deferred Compensation Funds	**14,341,382**
Total Investment Portfolio	**186,438,420**

1. I hereby certify that the investments are in compliance with the investment policy adopted by the City Council. There are no items of non-compliance for this period.
2. The market values for the specific investments in the General Portfolio are provided by the City's investment advisor, Chandler Asset Management.
3. The market value for LAIF is provided by the State Treasurer.
4. The market values for investments held by fiscal agents and the deferred compensation plans are provided by each respective trustee or fiscal agent.
5. The City has the ability to meet its budgeted expenditures for the next six months pending any future action by City Council or any unforeseen catastrophic event.

Richard Teichert
City Treasurer

Attachment 1

MV00192812

Portfolio Summary

As of 12/31/2012

PORTFOLIO CHARACTERISTICS

Average Duration	2.34
Average Coupon	1.95 %
Average Purchase YTM	1.31 %
Average Market YTM	0.50 %
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.45 yrs
Average Life	2.40 yrs

ACCOUNT SUMMARY

	Beg. Values as of 11/30/12	End Values as of 12/31/12
Market Value	166,771,022	162,935,757
Accrued Interest	838,990	807,934
Total Market Value	**167,610,013**	**163,743,691**
Income Earned	184,267	180,879
Cont/WD		
Par	161,523,720	158,187,131
Book Value	163,544,836	160,020,346
Cost Value	165,809,636	162,022,173

TOP ISSUERS

Issuer	% Portfolio
Government of United States	14.6 %
Federal Farm Credit Bank	11.6 %
Federal National Mortgage Assoc	11.4 %
Federal Home Loan Mortgage Corp	9.9 %
Federal Home Loan Bank	8.1 %
Local Agency Investment Fund	4.2 %
Highmark US Govt Money Market F	3.6 %
Tennessee Valley Authority	3.2 %
	66.5 %

SECTOR ALLOCATION

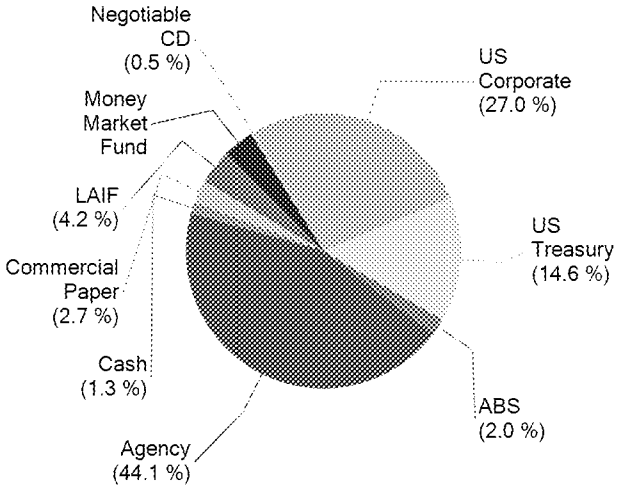

MATURITY DISTRIBUTION

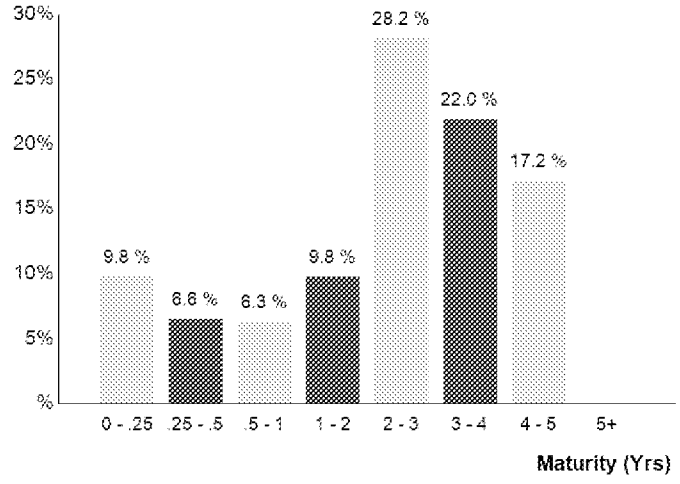

CREDIT QUALITY (S&P)

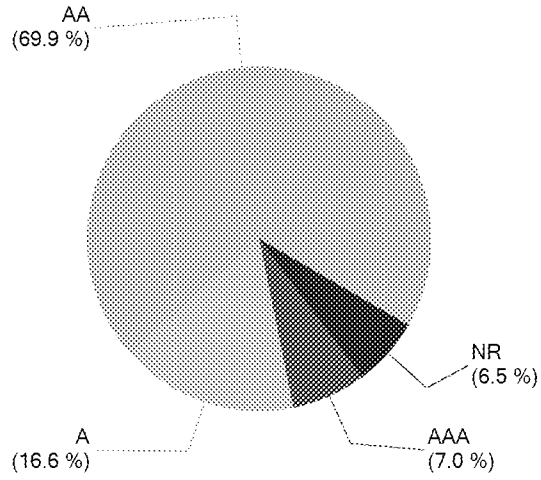

MV00192813

Holdings Report

As of 12/31/12

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
ABS									
47787RAC4	John Deere Owner Trust 2012-B A3 0.53% Due 7/15/2016	1,625,000.00	08/28/2012 0.53 %	1,624,949.79 1,624,953.99	100.07 0.49 %	1,626,186.25 382.78	0.99 % 1,232.26	Aaa NR	3.54 1.86
89231NAC7	Toyota Auto Receivable 2012-B A3 0.46% Due 7/15/2016	1,620,000.00	09/18/2012 0.46 %	1,619,845.94 1,619,859.73	99.95 0.49 %	1,619,254.80 331.20	0.99 % (604.93)	Aaa AAA	3.54 1.85
Total ABS		**3,245,000.00**	**0.50 %**	**3,244,795.73 3,244,813.72**	**0.49 %**	**3,245,441.05 713.98**	**1.98 % 627.33**	**Aaa AAA**	**3.54 1.86**
AGENCY									
880591CW0	Tennessee Valley Authority Note 6% Due 3/15/2013	1,225,000.00	03/17/2010 1.65 %	1,379,797.13 1,235,338.69	101.17 0.30 %	1,239,326.38 21,641.67	0.77 % 3,987.69	Aaa AA+	0.20 0.21
31331GVD8	FFCB Note 2.2% Due 4/8/2013	1,000,000.00	05/08/2009 2.20 %	1,000,000.00 1,000,000.00	100.55 0.14 %	1,005,543.00 5,072.22	0.62 % 5,543.00	Aaa AA+	0.27 0.27
880591DW9	Tennessee Valley Authority Note 4.75% Due 8/1/2013	3,750,000.00	03/15/2010 1.90 %	4,097,325.00 3,809,670.10	102.64 0.22 %	3,848,958.75 74,218.75	2.40 % 39,288.65	Aaa AA+	0.58 0.57
31331KET3	FFCB Note 0.98% Due 9/23/2013	1,970,000.00	03/28/2011 1.10 %	1,964,227.90 1,968,315.41	100.58 0.18 %	1,981,412.21 5,255.52	1.21 % 13,096.80	Aaa AA+	0.73 0.72
31331GTJ8	FFCB Note 2.625% Due 4/17/2014	1,000,000.00	10/05/2010 1.02 %	1,055,660.00 1,020,338.14	102.26 0.86 %	1,022,605.00 5,395.83	0.63 % 2,266.86	Aaa AA+	1.29 1.27
31331JQA4	FFCB Note 1.9% Due 6/2/2014	2,850,000.00	06/08/2010 1.96 %	2,843,074.50 2,847,529.00	102.35 0.24 %	2,916,926.55 4,362.08	1.78 % 69,397.55	Aaa AA+	1.42 1.40
31331GL80	FFCB Note 3% Due 9/22/2014	1,575,000.00	03/17/2010 2.47 %	1,610,689.50 1,588,613.52	104.75 0.24 %	1,649,872.35 12,993.75	1.02 % 61,258.83	Aaa AA+	1.73 1.68
3136FPLV7	FNMA Callable Note 1X 3/24/2011 1.57% Due 9/24/2014	2,025,000.00	09/26/2011 0.65 %	2,080,181.25 2,056,885.87	102.23 0.28 %	2,070,236.48 8,566.31	1.27 % 13,350.61	Aaa AA+	1.73 1.71
3133EADW5	FFCB Note 0.55% Due 8/17/2015	3,450,000.00	04/27/2012 0.60 %	3,444,862.95 3,445,912.55	100.14 0.50 %	3,454,933.50 7,062.92	2.11 % 9,020.95	Aaa AA+	2.63 2.60
313370JB5	FHLB Note 1.75% Due 9/11/2015	1,200,000.00	08/04/2011 1.15 %	1,228,608.00 1,218,772.81	103.67 0.38 %	1,244,001.60 6,416.67	0.76 % 25,228.79	Aaa AA+	2.70 2.63
3133ECBJ2	FFCB Note 0.43% Due 11/16/2015	3,100,000.00	12/24/2012 0.45 %	3,098,233.00 3,098,241.38	100.01 0.42 %	3,100,446.40 148.11	1.89 % 2,205.02	Aaa AA+	2.88 2.85
3135G0SB0	FNMA Note 0.375% Due 12/21/2015	3,100,000.00	11/26/2012 0.45 %	3,092,777.00 3,092,990.39	99.88 0.42 %	3,096,156.00 322.92	1.89 % 3,165.61	Aaa AA+	2.97 2.95
31331J6C2	FFCB Note 2.35% Due 12/22/2015	2,000,000.00	03/28/2011 2.27 %	2,007,240.00 2,004,543.32	106.53 0.15 %	2,130,634.00 1,175.00	1.30 % 126,090.68	Aaa AA+	2.98 2.89
3136FPDC8	FNMA Callable Note 1X 3/8/2011 2% Due 3/8/2016	1,765,000.00	08/24/2011 1.22 %	1,825,645.40 1,807,528.64	104.89 0.45 %	1,851,336.74 11,080.28	1.14 % 43,808.10	Aaa AA+	3.19 3.08
313372YS7	FHLB Note 2.45% Due 3/30/2016	2,150,000.00	07/07/2011 1.87 %	2,206,631.00 2,188,825.19	106.26 0.51 %	2,284,482.50 13,315.07	1.40 % 95,657.31	Aaa AA+	3.25 3.12
3137EACT4	FHLMC Note 2.5% Due 5/27/2016	1,200,000.00	06/14/2011 1.86 %	1,235,992.80 1,224,752.52	106.70 0.51 %	1,280,344.80 2,833.33	0.78 % 55,592.28	Aaa AA+	3.41 3.28

MV00192814

Holdings Report

As of 12/31/12

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
AGENCY									
313373SZ6	FHLB Note 2.125% Due 6/10/2016	3,350,000.00	Various 1.42 %	3,456,779.50 3,427,798.06	105.51 0.51 %	3,534,531.40 4,152.61	2.16 % 106,733.34	Aaa AA+	3.44 3.33
31359MS61	FNMA Note 5.375% Due 7/15/2016	2,700,000.00	10/13/2011 1.29 %	3,206,106.90 3,077,242.50	116.95 0.53 %	3,157,614.90 66,918.75	1.97 % 80,372.40	Aaa AA+	3.54 3.22
3137EACW7	FHLMC Note 2% Due 8/25/2016	3,475,000.00	09/14/2011 1.19 %	3,610,316.50 3,574,801.54	105.24 0.55 %	3,657,215.10 24,325.00	2.25 % 82,413.56	Aaa AA+	3.65 3.51
3135G0CM3	FNMA Note 1.25% Due 9/28/2016	1,300,000.00	Various 1.22 %	1,301,462.70 1,301,243.28	102.59 0.55 %	1,333,728.50 4,197.92	0.82 % 32,485.22	Aaa AA+	3.75 3.65
3135G0ES8	FNMA Note 1.375% Due 11/15/2016	3,400,000.00	01/24/2012 1.17 %	3,431,885.20 3,425,704.49	103.02 0.59 %	3,502,646.00 5,973.61	2.14 % 76,941.51	Aaa AA+	3.88 3.77
3135G0GY3	FNMA Note 1.25% Due 1/30/2017	3,425,000.00	02/09/2012 1.10 %	3,449,368.88 3,445,038.43	102.52 0.62 %	3,511,193.55 17,957.47	2.16 % 66,155.12	Aaa AA+	4.08 3.96
3133787M7	FHLB Note 1.05% Due 2/27/2017	1,720,000.00	02/27/2012 1.03 %	1,721,582.40 1,721,315.49	101.48 0.69 %	1,745,516.20 6,220.67	1.07 % 24,200.71	Aaa AA+	4.16 4.05
3137EADC0	FHLMC Note 1% Due 3/8/2017	3,490,000.00	03/14/2012 1.29 %	3,441,314.50 3,449,129.87	101.27 0.69 %	3,534,480.05 10,954.72	2.17 % 85,350.18	Aaa AA+	4.19 4.08
313378WF4	FHLB Note 1.125% Due 3/10/2017	3,435,000.00	04/24/2012 1.05 %	3,447,228.60 3,445,504.23	101.78 0.69 %	3,496,280.40 11,915.16	2.14 % 50,776.17	Aaa AA+	4.19 4.08
3137EADF3	FHLMC Note 1.25% Due 5/12/2017	3,300,000.00	05/29/2012 1.06 %	3,330,600.90 3,326,945.04	102.32 0.71 %	3,376,454.40 5,614.58	2.07 % 49,509.36	Aaa AA+	4.36 4.24
313379VE6	FHLB Note 1.01% Due 6/19/2017	915,000.00	07/26/2012 0.82 %	923,363.10 922,624.08	101.19 0.74 %	925,862.88 308.05	0.57 % 3,238.80	Aaa AA+	4.47 4.36
3137EADH9	FHLMC Note 1% Due 6/29/2017	3,150,000.00	Various 0.85 %	3,171,475.20 3,170,063.48	101.24 0.72 %	3,189,135.60 175.00	1.95 % 19,072.12	Aaa AA+	4.50 4.39
3133EAY28	FFCB Note 0.83% Due 9/21/2017	1,645,000.00	09/18/2012 0.83 %	1,645,000.00 1,645,000.00	100.17 0.79 %	1,647,775.12 3,792.64	1.01 % 2,775.12	Aaa AA+	4.73 4.61
3137EADL0	FHLMC Note 1% Due 9/29/2017	1,050,000.00	10/25/2012 0.92 %	1,053,983.70 1,053,843.88	101.05 0.77 %	1,061,032.35 2,683.33	0.65 % 7,188.47	Aaa AA+	4.75 4.62
Total Agency		**69,715,000.00**	**1.23 %**	**71,361,413.51 70,594,511.90**	**0.50 %**	**71,850,682.71 345,049.94**	**44.09 % 1,256,170.81**	**Aaa AA+**	**3.10 3.01**
CASH									
90CASH$00	Cash Custodial Cash Account	2,143,414.78	Various 0.00 %	2,143,414.78 2,143,414.78	1.00 0.00 %	2,143,414.78 0.00	1.31 % 0.00	NR NR	0.00 0.00
Total Cash		**2,143,414.78**	**N/A**	**2,143,414.78 2,143,414.78**	**0.00 %**	**2,143,414.78 0.00**	**1.31 % 0.00**	**NR NR**	**0.00 0.00**
COMMERCIAL PAPER									
40427RR52	HSBC USA Inc Discount CP 0.26% Due 4/5/2013	1,250,000.00	12/19/2012 0.26 %	1,249,043.05 1,249,151.38	99.93 0.26 %	1,249,151.38 0.00	0.76 % 0.00	P-1 A-1	0.26 0.26

MV00192815

Holdings Report

As of 12/31/12

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
COMMERCIAL PAPER									
89233GS15	Toyota Motor Credit Discount CP 0.265% Due 5/1/2013	3,200,000.00	Various 0.27 %	3,195,971.54 3,197,173.32	99.91 0.27 %	3,197,173.32 0.00	1.95 % 0.00	P-1 A-1+	0.33 0.33
Total Commercial Paper		**4,450,000.00**	**0.27 %**	**4,445,014.59 4,446,324.70**	**0.27 %**	**4,446,324.70 0.00**	**2.72 % 0.00**	**P1 A-1**	**0.31 0.31**
LAIF									
90LAIF$00	Local Agency Investment Fund State Pool	6,808,940.38	Various 0.32 %	6,808,940.38 6,808,940.38	1.00 0.32 %	6,808,940.38 9,630.31	4.16 % 0.00	NR NR	0.00 0.00
Total LAIF		**6,808,940.38**	**0.32 %**	**6,808,940.38 6,808,940.38**	**0.32 %**	**6,808,940.38 9,630.31**	**4.16 % 0.00**	**NR NR**	**0.00 0.00**
MONEY MARKET FUND FI									
431114701	Highmark Govt Money Market Fund	5,884,776.22	Various 0.00 %	5,884,776.22 5,884,776.22	1.00 0.00 %	5,884,776.22 0.00	3.59 % 0.00	Aaa AAA	0.00 0.00
Total Money Market Fund FI		**5,884,776.22**	**0.00 %**	**5,884,776.22 5,884,776.22**	**0.00 %**	**5,884,776.22 0.00**	**3.59 % 0.00**	**Aaa AAA**	**0.00 0.00**
NEGOTIABLE CD									
89112XA62	Toronto Dominion Bank Negotiable CD 0.5% Due 6/21/2013	800,000.00	11/30/2012 0.25 %	801,123.64 800,946.51	100.12 0.25 %	800,946.51 355.56	0.49 % 0.00	P-1 A-1+	0.47 0.47
Total Negotiable CD		**800,000.00**	**0.25 %**	**801,123.64 800,946.51**	**0.25 %**	**800,946.51 355.56**	**0.49 % 0.00**	**Aaa AAA**	**0.47 0.47**
US CORPORATE									
931142CL5	Wal-Mart Stores Note 4.25% Due 4/15/2013	3,260,000.00	Various 1.54 %	3,491,366.25 3,284,557.24	101.12 0.38 %	3,296,417.46 29,249.45	2.03 % 11,860.22	Aa2 AA	0.29 0.29
459200GR6	IBM Corp Note 2.1% Due 5/6/2013	1,225,000.00	01/27/2011 1.00 %	1,255,269.75 1,229,564.20	100.62 0.30 %	1,232,644.00 3,930.21	0.76 % 3,079.80	Aa3 AA-	0.35 0.35
91159HGY0	US Bancorp Callable Note Cont 8/13/13 1.375% Due 9/13/2013	2,665,000.00	Various 1.32 %	2,668,966.65 2,665,819.20	100.58 0.42 %	2,680,574.26 10,993.13	1.64 % 14,755.06	A1 A+	0.70 0.62
254687AW6	Walt Disney Corp Note 4.5% Due 12/15/2013	1,720,000.00	Various 1.23 %	1,873,880.60 1,772,461.88	103.88 0.42 %	1,786,780.72 3,440.00	1.09 % 14,318.84	A2 A	0.96 0.94
24422ERA9	John Deere Capital Corp Note 1.6% Due 3/3/2014	440,000.00	02/28/2011 1.63 %	439,564.40 439,830.69	101.31 0.48 %	445,771.92 2,307.56	0.27 % 5,941.23	A2 A	1.17 1.16
665859AK0	Northern Trust Company Note 4.625% Due 5/1/2014	1,850,000.00	10/20/2010 1.33 %	2,058,421.00 1,928,726.00	105.38 0.57 %	1,949,557.75 14,260.42	1.20 % 20,831.75	A1 A+	1.33 1.30
36962G4C5	General Electric Capital Corp Note 5.9% Due 5/13/2014	3,075,000.00	Various 2.88 %	3,411,681.00 3,193,725.54	107.17 0.62 %	3,295,523.63 24,190.00	2.03 % 101,798.09	A1 AA+	1.36 1.32
74005PAQ7	Praxair Note 5.25% Due 11/15/2014	850,000.00	09/24/2010 1.60 %	973,471.00 905,922.21	108.69 0.57 %	923,901.55 5,702.08	0.57 % 17,979.34	A2 A	1.87 1.80

MV00192816

Holdings Report

As of 12/31/12

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
US CORPORATE									
09247XAD3	Blackrock Inc Note 3.5% Due 12/10/2014	1,630,000.00	Various 2.84 %	1,674,920.75 1,649,357.18	105.61 0.59 %	1,721,467.46 3,327.92	1.05 % 72,110.28	A1 A+	1.94 1.89
713448BM9	Pepsico Inc. Note 3.1% Due 1/15/2015	2,530,000.00	Various 2.04 %	2,641,540.25 2,581,846.02	104.96 0.65 %	2,655,376.68 36,164.95	1.64 % 73,530.66	Aa3 A-	2.04 1.96
46625HHP8	JP Morgan Chase Note 3.7% Due 1/20/2015	2,550,000.00	Various 3.34 %	2,584,656.00 2,567,609.13	105.29 1.09 %	2,684,849.10 42,195.42	1.67 % 117,239.97	A2 A	2.05 1.96
459200HB0	IBM Corp Note 0.55% Due 2/6/2015	695,000.00	02/01/2012 0.72 %	691,601.45 692,624.74	100.02 0.54 %	695,129.27 1,539.62	0.43 % 2,504.53	Aa3 AA-	2.10 2.08
94980VAA6	Wells Fargo Bank Note 4.75% Due 2/9/2015	2,475,000.00	Various 3.65 %	2,584,316.50 2,527,421.29	107.40 1.18 %	2,658,192.08 46,371.87	1.65 % 130,770.79	A1 A+	2.11 1.99
084670AV0	Berkshire Hathaway Note 3.2% Due 2/11/2015	2,485,000.00	06/09/2010 2.65 %	2,545,012.75 2,512,169.60	105.28 0.68 %	2,616,165.76 30,924.44	1.62 % 103,996.16	Aa2 AA+	2.12 2.03
191216AX8	Coca Cola Company Note 0.75% Due 3/13/2015	2,090,000.00	Various 0.80 %	2,086,645.55 2,087,541.02	100.76 0.40 %	2,105,919.54 4,702.50	1.29 % 18,378.52	Aa3 AA-	2.20 2.18
06406JHB4	Bank of New York Mellon Note 4.95% Due 3/15/2015	2,360,000.00	Various 2.11 %	2,645,950.90 2,499,712.91	109.03 0.81 %	2,573,077.33 34,397.01	1.59 % 73,364.42	A1 A	2.20 2.09
717081DA8	Pfizer Inc. Note 5.35% Due 3/15/2015	1,550,000.00	02/18/2011 2.33 %	1,730,497.50 1,647,932.09	110.13 0.71 %	1,707,024.30 24,416.81	1.06 % 59,092.21	A1 AA	2.20 2.08
74005PAR5	Praxair Note 4.625% Due 3/30/2015	740,000.00	Various 2.58 %	807,780.55 771,766.20	108.88 0.64 %	805,677.96 8,651.32	0.50 % 33,911.76	A2 A	2.24 2.14
278642AB9	Ebay Inc Note 1.625% Due 10/15/2015	2,670,000.00	10/22/2010 1.66 %	2,665,327.50 2,667,378.97	102.68 0.65 %	2,741,606.73 9,159.58	1.68 % 74,227.76	A2 A	2.79 2.72
38259PAC6	Google Inc Note 2.125% Due 5/19/2016	1,315,000.00	11/15/2012 0.75 %	1,377,186.90 1,375,140.00	104.42 0.80 %	1,373,125.63 3,260.10	0.84 % (2,014.37)	Aa2 AA	3.38 3.26
24422ERL5	John Deere Capital Corp Note 2% Due 1/13/2017	1,215,000.00	09/11/2012 1.05 %	1,263,733.65 1,260,375.90	103.47 1.12 %	1,257,186.01 11,340.00	0.77 % (3,189.89)	A2 A	4.04 3.84
913017BU2	United Tech Corp Note 1.8% Due 6/1/2017	170,000.00	05/24/2012 1.82 %	169,853.80 169,870.93	102.94 1.12 %	174,990.86 255.00	0.11 % 5,119.93	A2 A	4.42 4.24
166764AA8	Chevron Corp. Callable Note Cont 11/5/17 1.104% Due 12/5/2017	550,000.00	11/28/2012 1.10 %	550,000.00 550,000.00	100.70 0.96 %	553,840.10 438.53	0.34 % 3,840.10	Aa1 AA	4.93 4.78
458140AL4	Intel Corp Note 1.35% Due 12/15/2017	1,940,000.00	12/12/2012 1.29 %	1,945,790.55 1,945,742.93	99.97 1.36 %	1,939,439.35 1,455.00	1.19 % (6,303.58)	A1 A+	4.96 4.77
Total US Corporate		**42,050,000.00**	**1.95 %**	**44,137,435.25 42,927,095.87**	**0.70 %**	**43,874,239.45 352,672.92**	**27.01 % 947,143.58**	**A1 A+**	**1.99 1.92**
US TREASURY									
912828NP1	US Treasury Note 1.75% Due 7/31/2015	4,050,000.00	04/06/2011 1.99 %	4,009,355.36 4,025,731.85	103.66 0.33 %	4,198,076.10 29,659.65	2.58 % 172,344.25	Aaa AA+	2.58 2.52
912828PE4	US Treasury Note 1.25% Due 10/31/2015	3,600,000.00	Various 1.35 %	3,584,379.25 3,589,962.13	102.54 0.35 %	3,691,407.60 7,707.19	2.26 % 101,445.47	Aaa AA+	2.83 2.78

MV00192817

Holdings Report

As of 12/31/12

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
US TREASURY									
912828PJ3	US Treasury Note 1.375% Due 11/30/2015	3,590,000.00	05/16/2011 1.63 %	3,549,905.00 3,564,262.69	102.94 0.36 %	3,695,456.25 4,339.56	2.26 % 131,193.56	Aaa AA+	2.92 2.86
912828PS3	US Treasury Note 2% Due 1/31/2016	3,505,000.00	05/16/2011 1.70 %	3,551,973.24 3,535,759.54	104.95 0.39 %	3,678,332.77 29,335.33	2.26 % 142,573.23	Aaa AA+	3.08 2.98
912828QA1	US Treasury Note 2.25% Due 3/31/2016	3,435,000.00	Various 1.33 %	3,578,212.10 3,533,518.11	105.96 0.40 %	3,639,756.92 19,746.53	2.23 % 106,238.81	Aaa AA+	3.25 3.13
912828RU6	US Treasury Note 0.875% Due 11/30/2016	3,200,000.00	12/22/2011 0.89 %	3,198,135.71 3,198,519.96	101.41 0.51 %	3,245,251.20 2,461.54	1.98 % 46,731.24	Aaa AA+	3.92 3.85
912828SC5	US Treasury Note 0.875% Due 1/31/2017	1,710,000.00	06/20/2012 0.70 %	1,723,298.31 1,721,767.23	101.33 0.55 %	1,732,710.51 6,261.48	1.06 % 10,943.28	Aaa AA+	4.09 4.00
Total US Treasury		**23,090,000.00**	**1.44 %**	**23,195,258.97 23,169,521.51**	**0.40 %**	**23,880,991.35 99,511.28**	**14.65 % 711,469.84**	**Aaa AA+**	**3.14 3.06**
TOTAL PORTFOLIO		**158,187,131.38**	**1.31 %**	**162,022,173.07 160,020,345.59**	**0.50 %**	**162,935,757.15 807,933.99**	**100.00 % 2,915,411.56**	**Aa1 AA**	**2.45 2.34**
TOTAL MARKET VALUE PLUS ACCRUED						**163,743,691.14**			

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COMPLIANCE WITH INVESTMENT POLICY

Assets managed by Chandler Asset Management are in full compliance with State law and with the City's investment policy.

Category	Standard	Comment
Local Agency Bonds	No Limitation	Complies
Treasury Issues	No Limitation	Complies
Agency Issues	No Limitation	Complies
Banker's Acceptances	40% maximum; <180 days maturity	Complies
Commercial Paper	25% maximum; <270 days maturity; A-1/P-1/F-1 minimum ratings	Complies
Negotiable Certificates of Deposit	30% maximum; 5 years maximum maturity	Complies
Repurchase Agreements	No limitation; 1-year maximum maturity	Complies
Reverse Repurchase Agreements	20% maximum; <92 days maturity	Complies
Medium Term Notes	30% maximum; 5 years maximum maturity; A-rated or better	Complies
Money Market Mutual Funds	20% maximum; AAAf/Aaaf, minimum rating	Complies
Collateralized Certificates of Deposits	5 years maximum maturity	Complies
Time Deposits	5 years maximum maturity	Complies
Mortgage Pass-throughs, CMOs and Asset Backed Securities	20% maximum; AA-rated issue; A-rated issuer	Complies
Local Agency Investment Fund - L.A.I.F.	Maximum program limitation	Complies
Prohibited Securities	Inverse floaters; Ranges notes, Interest-only strips from mortgaged backed securities; Zero interest accrual securities	Complies
Maximum maturity	5 years	Complies

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Holdings Report Glossary

CUSIP (Committee on Uniform Securities Identification Procedures) – A unique identification number assigned to all securities.

Security Description - The issuer name, coupon (periodic interest payment rate) and maturity.

Par Value/Units - The face value or number of units held in the portfolio.

Purchase Date - The settlement date on which the security was purchased.

Book Yield - The YTM that equates the current amortized value of the security to its periodic future cash flows.

Cost Value - The value at which the securities were purchased, excluding purchased interest.

Book Value - The value at which an asset is carried on a balance sheet. To calculate, take the cost of an asset +/- net accretion/amortization.

Mkt Price - The current fair value market price.

Mkt YTM – The internal rate of return that equates the periodic future cash flows (interest payments and redemption value) to the market price, assuming that all cash flows are invested at the YTM rate.

Market Value - The current fair value of an investment as determined by transactions between willing buyers and sellers.

Accrued Int. - The interest that has accumulated on a bond since the last interest payment up to, but not including, the settlement date.

% of Port. - The % of the portfolio that the security represents based on market value, including accrued interest.

Gain/Loss – The unrealized gain or loss on the security, compared to either cost or amortized value, as of the date of the report.

Moody - The Moody's rating for the security.

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Holdings Report Glossary (continued)

S&P - The Standard and Poor's rating for the security.

Term (yrs) - The time, in years, until maturity.

Duration - The weighted average time to maturity of a bond where the weights are the present values of future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates.

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CITY OF MORENO VALLEY

Treasurer's Cash and Investments Report

BOND PROCEEDS WITH FISCAL AGENTS

Account Name	Account Number	Investment	Issuer	Purchase Date	Maturity Date	Market Value	Stated Rate	Yield	Price	% of of Portfolio
Wells Fargo	Community Facilities District 87-1 (I.A.1)									
special tax funds	**22631800**	**money market fund**	**WF Govt Fund**	**12/31/12**	**01/01/13**	**182,001**	**0.01%**	**0.01%**	**1.00000**	**1.987%**
reserve fund	22631804	money market fund	WF Govt Fund	12/31/12	01/01/13	1,029,050	0.01%	0.01%	1.00000	11.233%
admin exp acct	**22631805**	**money market fund**	**WF Govt Fund**	**12/31/12**	**01/01/13**	**377**	**0.01%**	**0.01%**	**1.00000**	**0.004%**
debt service acct	**22631809**	**money market fund**	**WF Govt Fund**	**12/31/12**	**01/01/13**	**535,973**	**0.01%**	**0.01%**	**1.00000**	**5.850%**
special tax funds	**22631900**	**money market fund**	**WF Govt Fund**	**12/31/12**	**01/01/13**	**105,196**	**0.01%**	**0.01%**	**1.00000**	**1.148%**
reserve fund	**22631904**	**money market fund**	**WF Govt Fund**	**12/31/12**	**01/01/13**	**365,360**	**0.01%**	**0.01%**	**1.00000**	**3.988%**
admin exp acct	**22631905**	**money market fund**	**WF Govt Fund**	**12/31/12**	**01/01/13**	**8**	**0.01%**	**0.01%**	**1.00000**	**0.000%**
						2,217,965				
Wells Fargo	CFD 2 I J									
Series B Revenue	**22333500**	**money mkt fund**	**WF Govt Fund**	**12/31/12**	**01/01/13**	**6,483**	**0.01%**	**0.01%**	**1.00000**	**0.071%**
Series B reserve	22333503	money mkt fund	WF Govt Fund	12/31/12	01/01/13	537,940	0.01%	0.01%	1.00000	5.872%
Series B admin fund	**22333504**	**money mkt fund**	**WF Govt Fund**	**12/31/12**	**01/01/13**	**127**	**0.01%**	**0.01%**	**1.00000**	**0.001%**
						544,550				
Wells Fargo	2007 Redevelopment Agency Tax Allocation Bonds Series A									
debt service fund	22631700	**money mkt fund**	**WF Govt Fund**	**12/31/12**	**01/01/13**	**2**	**0.01%**	**0.01%**	**1.00000**	**0.000%**
						2				
Wells Fargo	2005 Lease Revenue Bond									
bond fund	**18042800**	**money mkt fund**	**WF Govt Fund**	**12/31/12**	**01/01/13**	**30**	**0.01%**	**0.01%**	**1.00000**	**0.000%**
reserve fund	18042804	money mkt fund	WF Govt Fund	12/31/12	01/01/13	2,992,753	0.01%	0.01%	1.00000	32.667%
construction fund	**18042806**	**money mkt fund**	**WF Govt Fund**	**12/31/12**	**01/01/13**	**1,315,143**	**0.01%**	**0.01%**	**1.00000**	**14.355%**
						4,307,926				47.023%
Wells Fargo	2007 Taxable Lease Revenue Bonds - Electric Utility									
bond fund	**22277600**	**money mkt fund**	**WF Govt Fund**	**12/31/12**	**01/01/13**	**3**	**0.01%**	**0.01%**	**1.00000**	**0.000%**
construction fund	22277604	investment agrmnt		12/31/12	01/01/13	2,056,790	0.01%	0.01%	1.00000	**22.451%**
						2,056,793				
Wells Fargo	Automall Refinancing									
revenue fund	**20350300**	**revenue**	**WF Govt Fund**	**12/31/12**	**01/01/13**	**1**	**0.01%**	**0.01%**	**1.00000**	**0.000%**
reserve fund	20350303	reserve	WF Govt Fund	12/31/12	01/01/13	34,018	0.01%	0.01%	1.00000	**0.371%**
admin fund	**20350304**	**reserve**	**WF Govt Fund**	**12/31/12**	**01/01/13**	**26**	**0.01%**	**0.01%**	**1.00000**	**0.000%**
						34,045				0.372%
			Totals			**9,161,281**				**100.000%**

Type	Summary of Bond Proceeds with Fiscal Agents	
1	Construction Funds	3,371,933
2	**Principal & Interest Accounts**	**536,133**
3	Debt Service Reserve Funds	5,246,321
4	**Custody Accounts**	**0**
5	Arbitrage Rebate Accounts	0
6	**Other Accounts**	**6,894**
	Total Fiscal Agent Funds	**9,161,281**

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DEFERRED COMPENSATION FUNDS

Nationwide

Fund	Market Value as of Sept 30 2012
Liquid Savings	**$1,234,006**
Nationwide Fixed (Part Time Employee)	494,757
Liquid Savings (Part Time Employees)	**269,863**
Certificates of Deposit 1 year	30,011
Certificates of Deposit 3 years	**15,635**
Certificates of Deposit 5 years	82,558
Bond Fund of America	**61,047**
Growth Fund of America	82,763
Investment Co. of America	**30,179**
Income Fund of America	106,571
Brown Cap Mgmt Inc SM Co	**41,040**
Fidelity Independence	1,742
Fidelity Equity Income	**35,648**
Fidelity Magellan	217,182
Fidelity Puritan	**82,829**
Fidelity Contrafund	199,478
Janus Fund	**58,418**
Janus Advisor Forty	44,445

Fund	Market Value as of Sept 30 2012
Drey SmCap I	**6**
American Century Balanced	34
Am Century Growth	**57,154**
Am Century Select	110,058
JP Morgan Mid Cap Value A	**659,960**
Vanguard Index 500	91,313
Vanguard Institutional Index	**458,461**
Vanguard Wellington	17,192
Vanguard Windsor II	**54,975**
Vanguard Total Bond Index	210,717
Washington Mutual Inv	**65,889**
Templeton Foreign I	
EuroPacific Growth	**259,744**
Stable Fund C	2,645,316
PBHG Growth Fund	
DWS High Income Fund A	85,157
DWS Eq Divd A	**55,257**
Oppenheimer Global Fund A	224,829

Fund	Market Value as of Sept 30 2012
N B Socially Responsive Fund	**25,346**
DFA US Micro Cap Port	66,330
Federated Kaufmann Fund	**87,475**
Invesco Mid Cap Core Equity	21,615
Nationwide Ret Inc Inst Svc	**219**
Nationwide InvDes Mod Cons Fund SC	27,698
Nationwide InvDes Mod Aggr Fund	**787,858**
Nationwide InvDes Aggr Fund	51,226
Nationwide InvDes Mod Fd	**461,507**
Nationwide Inv Des Cons	118,237
Nationwide Large Cap Growth	**46,515**
Nationwide Inter Val Inst Svc	18,097
Nationwide US Sm Cap Val Ins Svc	**1,081**
Nationwide Dest 2020 Inst Svc	113,837
Nationwide Dest 2025 Inst Svc	**88,179**
Nationwide Dest 2030 Inst Svc	37,124
Nationwide Dest 2045 Inst Svc	**3,634**
Total Nationwide Deferred	**$10,040,212**

ICMA

Fund	Market Value as of Sept 30 2012
Aggressive Oppor.	**$183,810**
International	193,850
All Equity Growth	**124,993**
Growth and Income	216,330
Broad Market	**64,872**
500 Stock Index	74,138
Equity Income	**287,995**
Asset Allocation	
Core Bond	**77,173**
Cash Management	26,090
Plus Fund	**1,068,610**
Savings Oriented	20,198
Conservative Growth	**160,149**
Traditional Growth	260,168
Long-Term Growth	**345,041**
Milestone 2010	14,103
Milestone 2015	**852**
Milestone 2020	50
Milestone 2025	**19,002**
Milestone 2030	12,634
Milestone 2035	**15,501**
Milestone 2040	4,761

Fund	Market Value as of Sept 30 2012
VT Royce Premeir	3,925
VT Ranier Small/Mid Cap Eq	**36,685**
VT Fidelity Contrafund	140,037
VT Vantagepoint Overseas Equity Index Fund	**74,541**
VT Fidelity Diversified International	79,626
VT Allianz NIJ Div Value	**48,053**
Vantage Growth Fund	231,198
VT Fidelity Puritan	**5,841**
VT Calvert Equity Portfolio	3
VT TR Price Growth Stock Adv	**19,368**
VT Nuveen Real Estate Secs	39,768
VT TR Price Small Cap Value	**124,871**
VT Vantagepoint MS Ret Inc	34,929
VT Vantagepoint Inflation Protected Securities	**85,222**
VT Vantagepoint Select Value	36
VT Vantagepoint Mid/Sm Index	**15,763**
VT PIMCO Total Return	115,385
VT PIMCO High Yield	**58,065**
VT Harbor International Admi	17,534
VT Harbour Mid Cap Growth Admin	
Total ICMA	**$4,301,170**

Summary by Plan

Deferred Compensation Plan	Market Value as of Sept 30 2012
Total Nationwide	$10,040,212
Total ICMA	4,301,170
Total Deferred Compensation Plans	**$14,341,382**

Summary by Investment Type

Investment Type	Market Value as of Sept 30 2012
Savings Deposits and CD's	$4,689,588
Mutual Funds	9,651,794
Total Deferred Compensation Plans	**$14,341,382**

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CHANDLER ASSET MANAGEMENT

BOND MARKET REVIEW

A MONTHLY REVIEW OF FIXED INCOME MARKETS

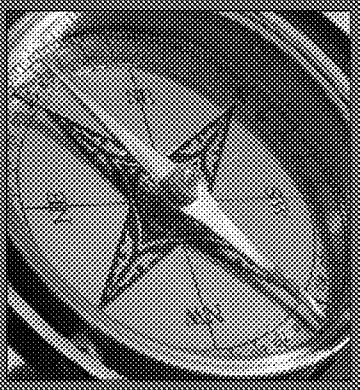

WHAT'S INSIDE

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Yield Curve
Current Yields

Economic Round-Up 2
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Treasury Debt: How Much Is Available for Private Investors? 3

Since 1988, Chandler Asset Management has specialized in the management of fixed income portfolios. Chandler's mission is to provide fully customizable, client-centered portfolio management that preserves principal, manages risk, and generates income in our clients' portfolios.

Market Summary

The economy continues to grow at a slower than desired pace. Improvement in the labor market has been modest, while trends in the manufacturing sector have been sluggish and reports on the consumer have been mixed. Payroll growth was in line with expectations in December, up 155,000, and the unemployment rate remains elevated at 7.8%. Housing data, on the other hand, has been favorable and recent reports suggest that the housing market continues to firm. Congress finally passed legislation to avert the fiscal cliff on January 1st; however, they failed to address the debt ceiling and in two months the U.S. will face the need to increase its borrowing limit. Congress is expected to resume negotiations regarding fiscal spending and sequestration as the debt ceiling nears.

Yields remain within a relatively tight range at low levels, as domestic economic growth remains slow and the outlook for the global economy remains tenuous. Rates continue to be influenced by the Federal Reserve's accommodative monetary policy, continued purchase of securities onto their balance sheet, and their desire to keep interest rates contained.

The Federal Open Market Committee left policy rates unchanged at its December meeting at a target range of 0%-0.25%, and announced a plan to implement additional quantitative easing. The Fed said it will purchase longer-term Treasuries at a pace of $45 billion per month for an unspecified period of time beginning this month. This program essentially replaces "Operation Twist" which expired at the end of December. The Fed also said that it will continue to purchase additional agency mortgage-backed securities at a pace of $40 billion per month, for an open-ended period of time. The Fed said that an exceptionally low fed funds rate will be appropriate as long as unemployment remains above 6.5% or until inflation looks set to exceed 2.5%. Overall, the Federal Reserve continues to pursue aggressive stimulus programs, and is forecasting slightly faster economic growth this year and a gradual decline in unemployment.

SHORTER TERM TREASURY YIELDS DECLINED SLIGHTLY WHILE LONGER TERM YIELDS ROSE

Source: Bloomberg

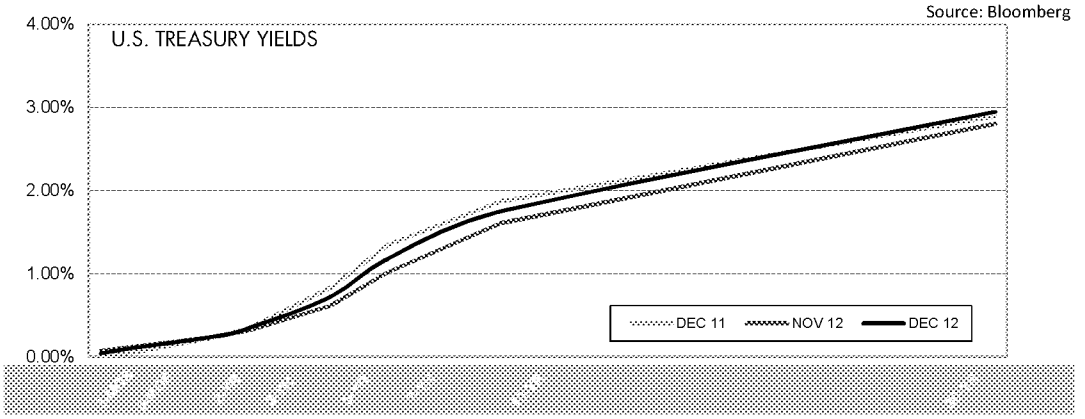

Yields have remained within a tight range at low levels, as uncertainties about the domestic and global economy persist. Rates also continue to be influenced by the Federal Reserve's accommodative monetary policy, continued purchase of securities onto their balance sheet, and their desire to keep interest rates contained.

TREASURY YIELDS	12/31/2012	11/30/12	CHANGE
3 Month	0.04	0.08	(0.04)
2 Year	0.25	0.25	0.00
3 Year	0.35	0.32	0.03
5 Year	0.72	0.62	0.10
7 Year	1.18	1.04	0.14
10 Year	1.76	1.62	0.14
30 Year	2.95	2.81	0.14

Source: Bloomberg

Economic Roundup

Consumer Prices
In November, overall CPI inflation fell to 1.8% on a year-over-year basis from 2.2% in October. The year-over-year Core CPI (CPI less food and energy) also fell slightly to 1.9% from 2.0% in October. The core inflation rate is below the Fed's long-term goal of 2.0% and well below the trigger rate for policy action of 2.5%.

Retail Sales
In November, Retail Sales rose 3.7% on a year-over-year basis. On a month-over-month basis, Retail Sales rose 0.3% in November, lower than the consensus forecast of 0.6%. Overall, recent consumer spending trends have been modest.

Labor Markets
The December employment report showed that payrolls increased by 155,000 (in line with the consensus estimate), following a gain of 161,000 in November. Private payrolls advanced 168,000 while government jobs declined by 13,000. The unemployment rate held steady at 7.8% in December. Overall, improvement in the labor market continues to be modest and reflects an overall slow pace of growth in the domestic economy.

Housing Starts
Single-family housing starts declined 4.0% in November to 565,000 from 589,000 in October. However, housing permits rose 3.6% in November. Overall, housing starts fell back slightly in November after two months of strong gains. In our view, recent data suggests that the housing market continues to be firm.

Credit Spreads Were Mixed

CREDIT SPREADS	Spread to Treasuries (%)	One Month Ago (%)	Change
3-month top-rated commercial paper	0.17	0.11	0.06
2-year A corporate note	0.60	0.57	0.03
5-year A corporate note	0.86	0.89	(0.03)
5-year Agency note	0.24	0.22	0.02

Source: Bloomberg

Data as of 12/31/12

Economic Data Continued at a Slow Pace

ECONOMIC INDICATOR	Current Reading	Prior Reading	One Year Ago
Trade Balance	(42.2) $Bln OCT 12	(40.3) $Bln SEP 12	(45.7) $Bln OCT 11
GDP	3.1% SEP 12	1.3% JUN 12	1.3% SEP 11
Unemployment Rate	7.8% DEC 12	7.8% NOV 12	8.5% DEC 11
Prime Rate	3.25% DEC 12	3.25% NOV 12	3.25% DEC 11
CRB Index	295.01 DEC 12	298.98 NOV 12	305.30 DEC 11
Oil (West Texas Int.)	$91.82 DEC 12	$88.91 NOV 12	$98.83 DEC 11
Consumer Price Index (y/o/y)	1.8% NOV 12	2.2% OCT 12	3.4% NOV 11
Producer Price Index (y/o/y)	1.5% NOV 12	2.3% OCT 12	5.6% NOV 11
Dollar/EURO	1.32 DEC 12	1.30 NOV 12	1.30 DEC 11

Source: Bloomberg

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Treasury Debt: How Much is Available for Private Investors?

As we have discussed in our previous commentary, the available supply of safe-haven assets has dwindled for investors. The tenuous global economic backdrop has contributed to the lack of safe, sovereign assets as the debt of peripheral European countries are no longer perceived as "risk free". China does not have a developed global bond market and Japan finances their deficit via the domestic economy, and thus neither represents realistic substitutes for global safe-haven flows. In the current investment environment, arguably the only two sovereign markets with the depth, safety, and transparency to be considered risk free are German Bunds and US Treasuries. Investors covet safe-haven assets, particularly in times of heightened uncertainty, yet there are fewer such assets available on a global basis.

Recently, domestic market sentiment has been strongly impacted by political developments. As part of the fiscal cliff negotiations that concluded at year-end, existing tax rates were extended for the majority of the population. However, significant milestones remain in the coming quarter, including the extension of the debt ceiling above $16.4 trillion, the government's actions on the impact of sequestration, and the continuing spending resolution for 2013 (which runs out at the end of March). We analyze the changing Treasury debt investment landscape from the perspective of fiscal policy and developments, economic issues, and the Federal Reserve's objectives.

The level of conventional monetary stimulus being injected into the US economy remains high, and this is unlikely to diminish in 2013. The Fed Funds rate will continue to be pegged at 0.25%. Unconventional monetary policy, primarily the expansion of the Fed's balance sheet to promote employment (Quantitative Easing), will also remain highly stimulative, but for a less certain timeframe. On the other hand, fiscal policy will likely have a negative effect on the economy, with numerous tax provisions expiring and spending cuts expected to be part of the ongoing negotiations. We anticipate the level of fiscal support for the economy to decline this year.

The Federal Reserve is currently on its fourth iteration of Quantitative Easing (QE4), and the latest consensus estimate for the size of the Fed's balance sheet at the end of 2013 is nearly $4 trillion (see **Chart 1**). For perspective, at the end of 2012, the Fed's balance sheet was valued below $3 trillion, and prior to the financial crisis it was at less than $800 billion. This expansion of the Fed's balance sheet will likely create an inflation problem in the future. Nonetheless, based on the high unemployment rate and the perceived excess capacity within the US economy, the Fed continues to look past the negative implications of a large balance sheet and the monetary stimulus embedded within.

Chart 1

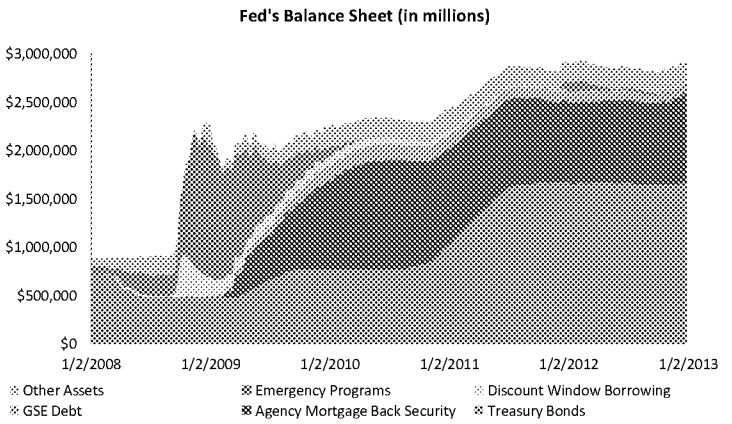

The other potential safe-haven sector in the US, government-sponsored enterprises (GSEs), such as Fannie Mae and Freddie Mac, remain under conservatorship by the US Treasury and are required to shrink their retained portfolios by 15% per year beginning in 2013 (as compared to the previous requirement of 10% per annum). As the supply of GSEs continues to contract, the historically attractive yield enhancement from owning Agencies versus Treasuries will continue to trend downward.

Despite an estimated net Q1-2013 issuance of just over $500 billion in US Treasuries, the net amount of new Treasury coupon supply (excluding TIPS and T-Bills) available for the market to absorb is far less. Approximately $300 billion in US Treasuries will mature and the Fed's QE program anticipates purchases of more than $130 billion, leaving slightly more than $60 billion net new supply for the market (as shown in **Chart 2)**. Thus, even though the US government continues to accumulate large deficits and continues to fund those deficits through issuance of Treasuries, the impact on the net supply to the market has been negligible. With meager net supply far exceeded by normal market demand, the yield on US Treasuries will likely stay close to its current low levels.

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Chart 2

Treasury Coupon Dynamics - 1st Q 2013 (in millions)

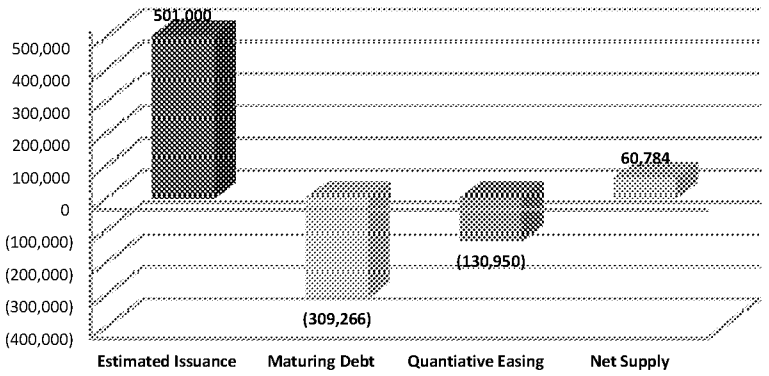

Based on the most recent quarterly projections of the Federal Reserve, the committee's long-term goals for unemployment and inflation are 5.2-6.0% and 2.0%, respectively. The Fed has also communicated it is willing to accept inflation running above its 2.0% target, provided that the unemployment rate remains above 6.5% and long-term inflation expectations remain "anchored". We foresee the FOMC will continue actively distorting asset prices—to the detriment of fixed income investors—by keeping the yield on Treasury securities artificially low (see **Chart 3**).

Chart 3

Fed is Constraining Supply in Longer Duration Treasury Assets (in millions)
(Estimates of 1st Quarter 2013)

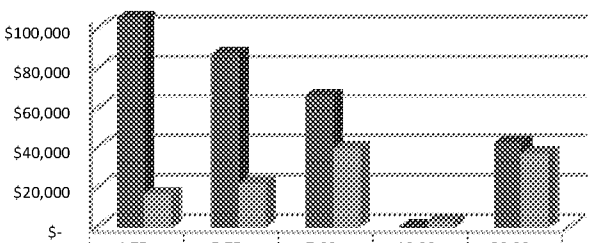

	4.75 - 5.75 years	5.75 - 7.00 years	7.00 - 10.00 years	10.00 - 20.00 years	20.00 - 30.00 years
Treasury Issuance (quarterly)	$105,000	$87,000	$66,000	$-	$42,000
QE (quarterly / treasury)	$16,200	$21,600	$39,150	$2,700	$36,450

The current supply of new issues confirms the Fed is disproportionately purchasing Treasury assets further out on the yield curve, where investors typically extract the most concession when inflation expectations increase. **Chart 3** shows that in the 10-30 year maturity range, demand almost equals supply (when taking QE4 into account). The Treasury issuances available to investors are much greater with shorter maturities. With the Fed actively choosing to purchase longer term issues, they are also actively constraining investors' opportunities to take a bearish view on long-term inflation expectations.

Despite the significant amount of quarterly US Treasury issuances, rates are unlikely to increase significantly with the Fed's latest iteration of QE. In conclusion, our analysis of fiscal policy and developments, economic issues, and the Fed's goals, confirm the estimated net quarterly supply of $60 billion is not nearly enough to alter current market dynamics. Private investors may need to seek out alternative investment vehicles due to a shortage of Agencies and Treasuries.

- William Dennehy II, CFA
Portfolio Manager

Source for charts: US Treasury and Federal Reserve

RISKS AND OTHER IMPORTANT CONSIDERATIONS
This report is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of publication, but may become outdated or superseded at any time without notice. Any opinions or views expressed are based on current market conditions and are subject to change. This report may contain forecasts and forward-looking statements which are inherently limited and should not be relied upon as an indicator of future results. Past performance is not indicative of future results. This report is not intended to constitute an offer, solicitation, recommendation or advice regarding any securities or investment strategy and should not be regarded by recipients as a substitute for the exercise of their own judgment.

Fixed income investments are subject to interest, credit, and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.

MV00192827

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: February 26, 2013

TITLE: APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY

RECOMMENDED ACTION

Recommendation:

1. Approve Resolution No. 2013-13 amending the Electric Rates for Moreno Valley Utility – Resolution No. 2013-13 - A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates, and Electric Service Rules, Fees, and Charges for Moreno Valley Utility

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

On July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges for the City of Moreno Valley's Electric Utility, or Moreno Valley Utility (MVU). Electric Rule 12 entitled "Rates and Optional Rates" of that document states that the rates to be charged by and paid to the City's utility for electric service will be the rates legally in effect and on file with the Electric Utility Division, Department of Public Works. At its meeting on December 9, 2003, the City Council approved Ordinances 650 and 651 providing for the establishment and adjustment of electric rates by resolution.

DISCUSSION

Consistent with Ordinances 650 and 651, the resolution considered in this action amends MVU's Electric Rates. A complete copy of the proposed *Electric Rates* document is available for review in the Public Works Department, Electric Utility Division office. To ensure the City's rates are just and reasonable and to ensure that the City's rates are set at a level sufficient to cover the utility's costs, it will be necessary for the City Council to approve an adjustment of the rates that MVU charges customers for service from time to time. Due to the structure of MVU's rates, the customer's usage will ultimately determine the impact of this proposed rate adjustment on their monthly bill.

For example, the proposed rate adjustment considered in this council action will affect a residential customer who uses 600 kWh in a month differently than a customer who uses 1000 kWh in a month. The proposed rate changes considered in the council action will result in an increase of MVU's rate schedules for both the summer season and winter season. Pursuant to MVU's rates, the summer season begins at 12:00 am on the first Sunday in June and continues until 12:00 am on the first Sunday in October. The winter season begins at 12:00 am on the first Sunday in October, and continues until 12:00 am on the first Sunday in June of the following year. In other words, there are four months in the summer season, and eight months in the winter season.

If the City Council approves the proposed rate adjustments, the impact to each class of customers is described in the tables below:

Average Residential Schedule A	**SUMMER**		**WINTER**	
600 kWh usage	$0.18	0.21%	$7.21	6.56%
1,000 kWh usage	$14.45	7.58%	$23.24	10.02%

Average Small Commercial Schedule B	**SUMMER**		**WINTER**	
2,978 kWh usage	$46.48	6.82%	$21.16	4.45%

Average Large Commercial Schedule C	**SUMMER**		**WINTER**	
24,531 kWh usage, Demand of 100 kW	$380.87	6.44%	$105.08	3.01%

Average Large Commercial, TOU Schedule TOU-LGS	SUMMER		WINTER	
386,896 kWh usage, Demand of 865 kW	$4,308.56	6.43%		
392,333 kWh usage, Demand of 666 kW			$727.12	1.97%

Average Traffic Controller Schedule TC-1	SUMMER		WINTER	
364 kWh usage	$2.71	4.21%	$2.71	4.21%

Average Streetlight	SUMMER		WINTER	
Schedule SL-1 9,500 Lumen (973 lights)	$494.33	3.91%	$494.33	3.91%
Schedule SL-1 22,000 Lumen (317 lights)	$174.57	3.24%	$174.57	3.24%
Schedule SL-2 27,500 Lumen (139 lights)	$35.00	2.12%	$35.00	2.12%
Schedule SL-3 (per lamp)	$27.30	6.20%	$27.30	6.20%

If approved by the City Council, these changes will become effective at 12:00 a.m. on February 27, 2013.

Pursuant to Section 5 of the Professional Services Agreement by and between the City of Moreno Valley and ENCO Utility Services Moreno Valley, LLC, the City is obligated to adjust its rates from time to time so that the City's electric rates remain roughly equivalent to the otherwise applicable investor owned utility rate schedules. This council action will true-up MVU's rates to comply with this obligation, and comply with State law. If adopted, the net impact upon MVU customers will be an increase in rates.

ALTERNATIVES

1. Approve proposed resolution amending the Electric Rates for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *The amendment of the Electric Rates will allow the City's utility to recover its costs for service, and to offer competitive rates.*

2. Do not approve proposed resolution amending the Electric Rates for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *This would restrict the City's utility in its ability to recover utility costs, and also its ability to offer competitive rates.*

FISCAL IMPACT

As rates are adjusted, revenues will reflect the adjustments. Utility revenues are projected to increase if the proposed changes are adopted by the City Council.

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:
The municipal electric utility will generate revenues to provide funding for City programs and services over time. These revenues will help achieve important financial goals of the City.

POSITIVE ENVIRONMENT:
The proposed rate adjustments ensures timely changes to the rates of the City's utility, and helps to create a positive environment for economic development within the community. The City of Moreno Valley will offer competitive rates and will help the City create new jobs.

NOTIFICATION

Posting of the Agenda.

ATTACHMENTS

Attachment 1 – Proposed Resolution
Exhibit A – Proposed Electric Rates

Prepared By:
Jeannette Olko
Electric Utility Division Manager

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES, AND ELECTRIC SERVICE RULES, FEES, AND CHARGES FOR MORENO VALLEY UTILITY

WHEREAS, the City of Moreno Valley (the "City"), a municipal corporation, is authorized pursuant to Article XI, Section 9(a) of the California Constitution to establish, purchase, and operate public works to furnish its inhabitants with light, water, power, heat, transportation, or means of communication; and

WHEREAS, on June 26, 2001, the City Council of the City of Moreno Valley approved Resolution No. 2001-33 and, as amended by Resolution 2002-46, authorized the formation of a municipally owned utility for the purpose of providing electrical power, storm water, telephone telecommunications, cable TV, water, natural gas, and sanitary sewer; and

WHEREAS, on July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges document for Moreno Valley Utility which states, in part, that the rates to be charged by and paid to the City for electric service will be the rates legally in effect and on file with the City Council; and

WHEREAS, there are sections of the Electric Service Rules, Fees and Charges document that contain rules which define the terms and conditions under which electric service will be provided to the customer; and

WHEREAS, there are rules, fees, charges, and rates associated with providing the services identified in the document. These rules, fees, charges, and rates are deemed necessary and equitable for services rendered and are required to fund in whole or in part, all of the services required to facilitate the delivery of electric distribution pursuant to the rules; and

WHEREAS, Urgency Ordinance No. 651 was adopted by the City Council on December 9, 2003, allowing for the adoption of rates by resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The City Council hereby adopts the amended Moreno Valley Utility Electric Rates and Electric Service Rules, Fees, and Charges as on file in the Public Works Department and attached hereto as Exhibit A.

APPROVED AND ADOPTED this 26th day of February 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-13 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 26th day of February, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Moreno Valley Utility

Electric Rates

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SCHEDULE A – RESIDENTIAL SERVICE

Applicability

Applicable to electric service for residential uses.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Basic Charge - $/Day	
Single-Family Residence	$ 0.03
Multi-Family Residence	$ 0.023
Energy Usage Charge - $/kWh	
Summer:	
Tier 1 -Baseline Quantities, all kWh, per kWh	$ 0.11494
Tier 2 – 101% to 130% of Baseline	$ 0.14621
Tier 3 – 131% to 200% of Baseline	$ 0.27926
Tier 4 – 201% to 300% of Baseline	$ 0.31426
Tier 5 – All excess kWh, per kWh	$ 0.34926
Winter	
Tier 1 -Baseline Quantities, all kWh, per kWh	$ 0.11494
Tier 2 – 101% to 130% of Baseline	$ 0.14621
Tier 3 – 131% to 200% of Baseline	$ 0.27926
Tier 4 – 201% to 300% of Baseline	$ 0.31426
Tier 5 – All excess kWh, per kWh	$ 0.34926
Public Purpose Programs	
All kWh per kWh	$0.01452
Monthly Minimum Charge:	$10.00

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

MV00192837

Special Conditions

1. Baseline Rates: Baseline rates are applicable only to separately metered residential use.

2. Baseline Quantities: The residential allocation shall be 16.0 kWhs per day in the Summer season and 10.5 kWhs per day in the Winter season.

3. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on the first Sunday in June and will continue until 12:00 a.m. of the first Sunday in October each year. The Winter season begins at 12:00 a.m. on the first Sunday in October and continues until 12:00 a.m. on the first Sunday in June of the following year.

4. Voltage: Service will be supplied at one standard voltage.

5. For the purposes of applying the Basic Charge, the following definitions shall be used:

   Single-Family Residence - A building of single occupancy which does not share common walls, floors, or ceilings with other residential dwelling units.

   Multi-Family Residence - Apartments, mobile homes, condominiums, townhouses, or a building of multiple occupancy which shares common walls and /or floors and ceilings with other residential dwelling units.

6. Medical Baseline Allocation: Upon application and acceptance of a certification from a medical doctor or osteopath licensed to practice medicine in California, eligible residential customers are provided a standard year-round medical baseline allocation of 16.5 kWh per day in addition to the applicable baseline allocation for the season.

	Regular Baseline Daily kWh Allocation	Additional Medical Baseline Daily kWh Allocation	Total Baseline Daily kWh Allocation
Summer	16.0	16.5	32.5
Winter	10.5	16.5	27.0

   Medical Baseline Allocation Eligibility:

   a) Regular use in the customer's home of one or more medical life-support devices essential to maintain the life of a full-time resident of the household; and/or
   b) A full-time resident of the household is: a paraplegic, hemiplegic, quadriplegic, multiple sclerosis or scleroderma patient, being treated for life-threatening illness, and/or has a compromised immune system.

MV00192838

Life support devices are those devices or equipment that utilize mechanical or artificial means to sustain, restore or supplant a vital function, or mechanical equipment relied upon for mobility both within and outside of buildings.

Life-support devices include:

Aerosol Tent	Ultrasonic Nebulizer
Pressure Pad	Electrostatic Nebulizer
Apnea Monitor	Inhalation Pulmonary Pressure
Pressure Pump	Breather Machine (IPPB)
Compressor	Iron Lung
Concentrator	Dialysis Machine
Respirator (all types)	Hemodialysis Machine
Electronic Nerve Stimulator	Motorized Wheelchair
Suction Machine	Oxygen Generator

Applying for the Medical Baseline Allocation

1. Request application from Moreno Valley Utility by telephone, mail or in person
2. Complete application.
3. The patient's physician will need to fill out the required information on the application and sign it certifying the medical need.
4. The customer can mail or bring the application to Moreno Valley Utility's offices
5. Once the application is reviewed and approved, the Medical Baseline Allocation will be effective on the next regular electric billing.
6. Applications must be renewed every two years.

7. Low Income Program - A low-income assistance discount program is offered under this standard residential rate. To be considered for this discount, an application must be filed with Moreno Valley Utility. To be eligible for this discount, the income of the customer, including all members of the household, must meet the income levels of the program and can be no more than 200% of Federal Poverty Guidelines. Under this program a discount for qualified low-income residents of 20% is provided on monthly energy charges. Discount applies to energy charges only. The customer charge, public purpose charge, service fees and all taxes are calculated at the standard rates.

SCHEDULE B – GENERAL SERVICE

Applicability

Applicable to nonresidential electric service for all types of uses including lighting and power. Customers whose monthly maximum demand is expected to exceed 20 kW, or has exceeded 20 kW in any three months during the preceding 12 months, are ineligible for service under this schedule.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge - $/Day	
Single-Phase Service	$ 0.796
Polyphase Service	$ 0.035
Energy Usage Charge - $/kWh	
Summer, all kWh, per kWh	$ 0.19523
Winter, all kWh, per kWh	$ 0.12982
Public Purpose Programs	
All kWh per kWh	$0.01262
Monthly Minimum Charge:	$10.00

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on the first Sunday in June and will continue until 12:00 a.m. on the first Sunday in October each year. The Winter season begins at 12:00 a.m. on the first Sunday in October and continues until 12:00 a.m. on the first Sunday in June of the following year.

2. Voltage: Service will be supplied at one standard voltage.

SCHEDULE C – LARGE GENERAL SERVICE

Applicability

Applicable to nonresidential electric service for all types of uses including lighting and power where the customer's monthly maximum demand is expected to exceed 20 kW or has exceeded 20 kW in any of the 3 months during the preceding 12 months.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge - $/Meter/Month – Single Phase	$132.67	
Polyphase	$145.63	
Energy Usage Charge - $/kWh		
Summer, all kWh, per kWh	$ 0.07790	
Winter, all kWh, per kWh	$ 0.06011	
Demand Charge- $/kW	Summer	Winter
Facilities Related Demand Charge, per kW	$13.94	$13.94
Time Related Demand Charge, per kW	$18.48	$0.00
Public Purpose Programs		
All kWh per kWh	$ 0.01159	
Monthly Minimum:	$10.00	

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

MV00192841

Special Conditions

1. Summer and Winter Seasons are defined as follows:

   The Summer season begins at 12:00 a.m. on the first Sunday in June and will continue until 12:00 a.m. on the first Sunday in October of each year. The Winter season begins at 12:00 a.m. on the first Sunday in October and continue until 12:00 a.m. on the first Sunday in June of the following year.

2. Voltage: Service will be supplied at one standard voltage.

3. Billing Demand: The Billing Demand shall be the kilowatts of Maximum Demand, determined to the nearest kW. The Billing Demand shall be the greater of the kilowatts of Maximum Demand recorded (or established for) the monthly billing period or 50% of the highest Maximum Demand established in the preceding eleven months (Ratcheted Demand).

4. Maximum Demand: The maximum demand in any month shall be the measured maximum average kilowatt input, indicated or recorded by instruments to be supplied by the City, during any 15-minute metered interval in the month.

5. Voltage Discount: The monthly Facilities Related Demand Charge will be reduced by 23.3% for service delivered and metered at voltages of 4 kV through 12 kV. The energy charge will be reduced by $.00074 per kWh for service delivered and metered at voltages of 2 kV through 12 kV.

6. Excess Transformer Capacity: Excess Transformer Capacity is the amount of transformer capacity requested by a customer in excess of that which the City would normally install to serve the customer's Maximum Demand. Excess Transformer Capacity shall be billed at the amount shown in the rates section above.

7. Power Factor Adjustment: When Maximum Demand has exceeded 200 kW for three consecutive months, kilovar metering will be installed as soon as practical, and thereafter, until the Maximum Demand has been less than 150 kW for twelve consecutive months, the billing will be adjusted each month for power factor.

   a. Adjustment Rate:
      i. For service delivered and metered at voltages 12 kV or less, the billing will be increased by $0.27 per kilovar of maximum reactive demand.

   b. Determining the Reactive Demand:
      i. Service delivered and metered at voltages of 4 kV or greater:
         1. The maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or

recorded by metering during any 15-minute metered interval in the month. The kilovars shall be determined to the nearest unit. A device will be installed on each kilovar meter to prevent reverse operation of the meter.

ii. Services delivered and metered at voltages less than 4 kV:

1. For customers with metering used for billing that measures reactive demand, the maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15-minute metered interval in the month. The kilovars shall be determined to the nearest unit. A device will be installed on each kilovar meter to prevent reverse operation of the meter.

2. For customers with metering used for billing that measures kilovar-hours instead of reactive demand, the kilovars of reactive demand shall be calculated by multiplying the kilowatts of measured maximum demand by the ratio of the kilovar-hours to the kilowatt-hours. Demands in kilowatts and kilovars shall be determined to the nearest unit. A ratchet device will be installed on the kilovar-hour meter to prevent its reverse operation on leading power factors.

SCHEDULE SL – STREET LIGHTING SERVICE

MVU OWNED SYSTEM

Applicability

Applicable to un-metered service for the lighting of streets and highways where MVU owns and maintains the street lighting equipment and associated facilities included under this schedule.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Energy Usage Charge - High Pressure Sodium Vapor Lamps

Basic Charge:

Initial Lumens	Wattage	All Night Service Monthly kWhs	**$/Lamp Monthly Charge**	**$/Lamp/Month Public Purpose Programs Charge**
9,500	100	40	$12.54	$0.20
16,000	150	67	$14.30	$0.32
22,000	200	85	$16.17	$0.41
27,500	250	108	$17.81	$0.53

Energy Usage Charge – Light Emitting Diode (LED) Lamps

Basic Charge:

Initial Lumens	Wattage	All Night Service Monthly kWhs	**$/Lamp Monthly Charge**	**$/Lamp/Month Public Purpose Programs Charge**
14,700	173	75	19.53	$0.37

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Maintenance shall include periodic inspection, renewal of lamps, cleaning of glassware, replacement of damaged glassware and lamps, and minor repairs to wiring and electrical appurtenances.

2. Hours of Service: Under MVU's standard all night operating schedule, approximately 4,140 hours of service will be furnished.

3. The developer shall install streetlights that will be served from MVU's underground system. These streetlights must be installed in accordance with MVU's specifications and the developer will deed such facilities to MVU.

4. Requirements and Restrictions:

    a. The applicant for street light service shall specify the lamp size and location of streetlights.

    b. Service shall not be furnished under this schedule where location, mounting height, or other considerations are unacceptable to the MVU.

    c. The installation of street lighting equipment and facilities hereunder is contingent upon the MVU obtaining easements, rights of way, and highway permits satisfactory to the MVU for the required poles, equipment, and facilities.

    d. In accordance with Rule No. 4, a written contract for a term of not less than one year is required in order to receive street light service under the provisions of this schedule.

    e. Should the applicant not commence using the street lighting in a bona fide manner within ninety (90) days after date of completion and installation of a street light or street lighting system requested by the applicant, the MVU will bill, and the applicant shall pay, the applicable lamp charge(s).

5. Liability of Utility: MVU shall not, by taking action pursuant to its tariffs, be liable for any loss, damage, or injury, established or alleged, which may result, or be claimed to result, therefrom.

SCHEDULE SL2 – STREET LIGHTING SERVICE
CUSTOMER OWNED AND MAINTAINED SYSTEM SCHEDULE (UNMETERED)

Applicability

Applicable to service for un-metered lighting of streets, highways, and directional highway signs served in conjunction with street and highway lighting, and other publicly operated automobile parking lots which are open to the general public, where the customer owns and maintains the street lighting equipment operated within the period from dusk to dawn.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Energy Usage Charge - High Pressure Sodium Vapor Lamps

Basic Charge:

Initial Lumens	Wattage	All Night Service Monthly kWhs	**$/Lamp Monthly Charge**	**$/Lamp/Month Public Purpose Programs Charge**
9,500	100	40	$ 7.02	$0.20
16,000	150	67	$ 8.78	$0.32
22,000	200	85	$ 10.00	$0.41
27,500	250	108	$ 11.55	$0.53

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Voltage: Service will be supplied at one standard voltage.

MV00192846

2. Requirements and Restrictions:

    a. The applicant for street light service shall specify the lamp size and location of streetlights.

    b. Service shall not be furnished under this schedule where location, mounting height, or other considerations are unacceptable to the MVU.

    c. The installation of street lighting equipment and facilities hereunder is contingent upon the MVU obtaining easements, rights of way, and highway permits satisfactory to the MVU for the required poles, equipment, and facilities.

3. Liability of Utility: MVU shall not, by taking action pursuant to its tariffs, be liable for any loss, damage, or injury, established or alleged, which may result, or be claimed to result, therefrom.

SCHEDULE SL3 – STREET LIGHTING SERVICE CUSTOMER OWNED SYSTEM SCHEDULE (METERED)

Applicability

Applicable to service for metered lighting service of streets, highways, and directional highway signs served in conjunction with street and highway lighting, and other publicly operated automobile parking lots which are open to the general public, where the customer owns the street lighting equipment operated within the period from dusk to dawn.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge – Per meter per Month	$15.36
Energy Usage Charge - $/kWh	
All Year - all kWh, per kWh	$ 0.05877
Public Purpose Programs	
All kWh, per kWh	$0.00488

MV00192847

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Voltage: Service will be supplied at one standard voltage.

2. The customer will furnish and maintain all equipment beyond the meter.

SCHEDULE TC-1 – TRAFFIC CONTROL SERVICE

Applicability

Applicable to service for traffic directional sign or signal lighting service owned by governmental agencies and located on streets, highways and other publicly dedicated outdoor ways and places.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge – per Meter per Day	
Single-Phase Service	$ 0.563
Polyphase Service	$ 0.035
Energy Usage Charge - $/kWh	
All Year - all kWh, per kWh	$ 0.10769
Public Purpose Programs	
All kWh, per kWh	$0.01166

MV00192848

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Voltage: Service will be supplied at one standard voltage.

MV00192849

SCHEDULE TOU-LGS – TIME OF USE – LARGE GENERAL SERVICE

Applicability

Applicable to nonresidential electric service for all types of uses including lighting and power where the customer's monthly maximum demand is expected to exceed 500 kW or has exceeded 500 kW in any of the 3 months during the preceding 12 months.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge - $/Meter/Month	$625.52	
Energy Usage Charge - $/kWh		
Summer		
On-Peak	$ 0.14010	
Mid-Peak	$ 0.08478	
Off-Peak	$ 0.05033	
Winter		
Mid-Peak	$ 0.07347	
Off-Peak	$ 0.04655	
Demand Charge- $/kW	Summer	Winter
Facilities Related Demand Charge, per kW	$14.53	$14.53
Time Related Demand Charge, per kW		
On-Peak	$17.31	$0.00
Mid-Peak	$4.87	$0.00
Off-Peak	$0.00	$0.00
Public Purpose Programs		
All kWh per kWh	$ 0.01048	
Monthly Minimum :	See Condition #4	

MV00192850

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Time periods are defined as follows:

On-Peak:	Noon to 6:00 p.m. Summer weekdays except holidays
Mid-Peak:	8:00 a.m. to Noon and 6:00 p.m. to 11 p.m. Summer weekdays except holidays; 8 a.m. to 9 p.m. Winter weekdays except holidays
Off-Peak:	All other hours

   Holidays are defined as New Year's Day (January 1), Martin Luther King's Birthday (third Monday in January), Washington's Birthday (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veterans Day (November 11), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

   When any holiday listed above falls on Sunday, the following Monday will be recognized as an off-peak period. No change will be made for holidays falling on Saturday.

2. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on the first Sunday in June and will continue until 12:00 a.m. on the first Sunday in October of each year. The Winter season begins at 12:00 a.m. on the first Sunday in October and continue until 12:00 a.m. on the first Sunday in June of the following year.

3. Voltage: Service will be supplied at one standard voltage.

4. Billing Demand: The Billing Demand shall be the kilowatts of Maximum Demand, determined to the nearest kW. The Billing Demand shall be the greater of the kilowatts of Maximum Demand recorded (or established for) the monthly billing period or 50% of the highest Maximum Demand established in the preceding eleven months (Ratcheted Demand).

5. Maximum Demand: The maximum demand in any month shall be the measured maximum average kilowatt input, indicated or recorded by instruments to be supplied by the City, during any 15-minute metered interval in the month.

6. Excess Transformer Capacity: Transformer Capacity is the amount of transformer capacity requested by a customer in excess of that which the City would normally install to serve the customer's Maximum Demand. Excess Transformer Capacity shall be billed at the amount shown in the rates section above.

7. Power Factor Adjustment: The billing will be adjusted each month for power factor.

    a. Adjustment Rate: The customer's bill will be increased each month for the power factor $0.27 per kilovar of maximum reactive demand.

    b. The maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15 minute metered interval in the month. For customers with metering used for billing that measures kilovar-hours instead of reactive demand, the kilovars of reactive demand shall be calculated by multiplying the kilowatts of measured maximum demand by the ratio of the kilovar-hours to the kilowatt-hours. Demands in kilowatts and kilovars shall be determined to the nearest unit. A device will be installed on the kilovar-hour meter to prevent its reverse operation on leading power factors.

MV00192852

SCHEDULE SE - SERVICE ESTABLISHMENT CHARGE

Applicability

Applicable to general service and domestic service customers.

Territory

Within the entire territory served by Moreno Valley Utility.

Rate

For each establishment of electric service, a charge will apply.

Special Conditions

1. The service establishment charge is in addition to the charges calculated on the applicable rate schedule and will be made each time an account is established.

2. Establishment means each time an account is opened, including a turn on of electric service or a change of name that requires a meter reading.

3. If the customer requests electric service be established on the same day as his request or outside regular business hours, an additional charge will apply.

MV00192853

SCHEDULE NEM – NET ENERGY METERING

Applicability

Applicable to general service and domestic service customers who have eligible renewable energy generation systems connected to MVU's system (interconnected) and meet program requirements.

Territory

Within the entire territory served by Moreno Valley Utility.

Net Surplus Compensation Rate

The net surplus compensation rate shall be $0.08979 per kWh applied to any net surplus energy remaining at the end of the customer's twelve (12) month billing period ("relevant period").

Special Conditions

1. NEM customers will receive a credit for the surplus electricity supplied to MVU's system.
2. This credit will be applied to the customer's energy bill, to offset all or part of the costs associated with the energy that is consumed each month.
3. Residential accounts are billed once a year for "net" energy consumed or generated over the previous 12 months, if any.
4. Small business accounts served under the General Service Rate also qualify for annual billing.
5. Large business NEM accounts under the Large General Service Rate are billed monthly for their energy usage.
6. Net surplus energy is the amount of generated kilowatt-hours (kWh) energy that is exported to MVU's system that exceeds the amount that is received from MVU.
7. Any net surplus energy remaining at the end of the 12-month billing period (also called the "relevant period") will be given a monetary value known as the Net Surplus Compensation Rate (NSCR).
8. The NSCR value is established by MVU to reflect the costs MVU avoids in procuring power during the time period net surplus generators are likely to produce excess power.
9. Customers may choose to either roll over the monetary value of any net surplus energy to the next billing cycle, or receive payment for any net surplus energy at the end of your 12-month relevant period.
10. Customers will be billed monthly for nominal non-energy-related charges such as taxes.

SCHEDULE ED – ECONOMIC DEVELOPMENT ("ED") RATE

Applicability

Commercial or industrial end-use customers that would otherwise receive service under Electric Rate Schedule TOU-LGS (Time of Use-Large General Service) and meet certain criteria as established and adopted by resolution of the City Council of the City of Moreno Valley may take advantage of the ED rate as a New Customer or Expanded Load Customer. This ED rate is applicable to all or part of the services provided to New Customers and Expanded Load Customers, as such terms are defined herein.

1. A New Customer shall be a customer seeking to locate a new business or relocate an existing business (not currently located within the territory served by Moreno Valley Utility) within Moreno Valley Utility's service territory.
2. An Expanded Load Customer shall be an existing Moreno Valley Utility TOU-LGS customer that is adding new load to Moreno Valley by a minimum of 200 kW based upon the customer's past electrical demand as determined by Moreno Valley Utility. The expanded load can be at the customer's current site, or at a new site within the Moreno Valley Utility service territory. The ED rate will only be applied to the expanded load as determined in Section 5 below.
3. A New Customer shall meet the following criteria:
   a. Targeted industries
      i. Logistics/Distribution
      ii. Medical/Healthcare
      iii. Auto Dealerships
   b. Building/Area size
      i. Logistics/Distribution 500,000 sf minimum
      ii. Medical/Healthcare 100,000 sf minimum
      iii. Auto Dealerships 5 acres
   c. Job Creation
      i. Tier 1 Discount Rate 150 – 499 jobs
      ii. Tier 2 Discount Rate 500 – 999 jobs
      iii. Tier 3 Discount Rate greater than 1000 jobs
      iv. Tier 4 Discount Rate 350 jobs minimum
   d. City Revenue Producer – either sales tax or use tax generation
      i. Tier 1a Discount Rate
      ii. Tier 4 Discount Rate $40,000 annual minimum to the City

MV00192855

Territory

Within the entire territory served by the Moreno Valley Utility.

Character of Service

The service provided hereunder shall be alternating current with regulated frequency of 60 hertz, three-phase, or a combination single and three-phase served through one meter, at a standard voltage not to exceed 480 volts, or as may be specified by the Electric Division. To be eligible to participate all customers must have a demand meter.

Rates

Except as provided herein, or in the Economic Development Rate Agreement, all charges and provisions of the customer's otherwise applicable rate schedule shall apply. The applicable Energy Charge and Demand Charge under the customer's otherwise applicable rate schedule will be reduced as follows:

	Tier 1/Tier 1a	Tier 2	Tier 3	Tier 4
Years 1 - 2	15%	20%	20%	20%
Years 3 - 4	12%	15%	20%	20%
Years 5 – 6	10%	10%	15%	20%
Years 7 -12	-	-	-	20%

Special Conditions

1. Term: Economic Development Rate Agreements entered into under this Schedule shall be for a single six-year term, except for Tier 4, which shall be for a single twelve-year term.

2. Approval: Application of this Rate Schedule shall be subject to the approval of the City Manager or his designee, based on meeting the eligibility criteria outlined herein.

3. Agreement: The customer must sign a standard Moreno Valley Economic Development Rate Agreement in order for the rates under this Schedule to be applicable. In addition to the other terms of this Schedule, the Economic Development Rate Agreement shall require the customer to reimburse Moreno Valley for all rate reductions received under this Schedule, if the customer fails to maintain the required minimum load during the six-year term or twelve-year term of the Agreement.

4. Minimum Load: Customers qualifying under this Schedule as a New Customer with a projected minimum monthly electric demand of at least 500 kW or as an

Expanded Load Customer under Applicability Sections 1and 2 above, respectively, must agree to maintain a minimum level of load for six years for Tier 1/1a, Tier 2, and Tier 3 discounts, and twelve years for Tier 4 discount from the date service is first rendered under this Schedule as set forth in the Economic Development Rate Agreement.

5. Base Period Usage: Base Period Usage shall be established and agreed to in the Economic Development Rate Agreement for Expanded Load Customers. Base Period Usage shall be the average monthly energy use and demand for the customer during the last three years of service to the customer, from the date ending the last payment period before the date of the Agreement. Expanded Load qualifying for the rate under this Schedule shall be measured as the difference between the new monthly, meter documented energy use and demand, and the Base Period Usage.

6. State Mandated Public Purpose Program Charge: All bills rendered under this Schedule shall be subject to the Public Purpose Program Charge as established by the City Council.

7. Miscellaneous Fees and Charges: Rates charged pursuant to this Schedule shall be subject to any Energy Users Taxes, Utility Users Taxes, and any other governmental taxes, duties, or fees which are applicable to Electric Service provided to Customer by the City of Moreno Valley. Rates are also subject to adjustment, as established by the City of Moreno Valley City Council in response to federal or state climate change laws, renewable portfolio standard or other mandated legislation. These adjustments may include but are not limited to charges to mitigate the impacts of greenhouse gas emissions or "green power" premiums.

8. Expanded Load: Expanded Load customers applying for this rate must demonstrate to the satisfaction of the Utility that the expanded load is new to Moreno Valley.

9. Effective Date: The effective date of the Economic Development Rate Agreement shall commence within 12 months from the date of the City's approval, or the Agreement becomes null and void. The Agreement becomes effective upon execution by the parties, and the Economic Development Rate commences upon written notice by customer, and coincides with the customer's normal billing cycle.

10. Reapplication: Customers who have received service under the Economic Development Rate are eligible to reapply for the rate as an Expanded Load Customer 12 months after their current Economic Development Rate Agreement has expired, if they meet the criteria therefore.

11. Restrictions: Residential customers and federal, state or local government agencies are not eligible to apply for service under this Schedule.

MV00192858

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director / City Engineer

AGENDA DATE: February 26, 2013

TITLE: APPROVE REIMBURSEMENT AGREEMENT FOR CONSTRUCTION OF ALTERNATE STREET SECTION OVER EASTERN MUNICIPAL WATER DISTRICT (EMWD) FACILITIES AS PART OF THE PERRIS BOULEVARD WIDENING FROM PERRIS VALLEY STORM DRAIN LATERAL "B" TO CACTUS AVENUE
PROJECT NO. 801 0022 70 77

RECOMMENDED ACTION

Recommendations:

1. Approve the Reimbursement Agreement for Construction of an Alternate Street Section over Eastern Municipal Water District (EMWD) Facilities as part of the Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue.

2. Authorize the City Manager to execute the Reimbursement Agreement for the amount of $220,000, upon concurrence by EMWD.

3. Authorize the Public Works Director/City Engineer to execute any subsequent related amendments to the Agreement with EMWD up to, but not exceeding an additional amount of $44,000.

4. Authorize a revenue appropriation of the amount of the EMWD reimbursement in Fund 3003 (TUMF Capital Projects) after the revenue is received from EMWD per the Reimbursement Agreement to fund the alternate street section segment construction.

ADVISORY BOARD/COMMISSION RECOMMENDATION

"N/A."

BACKGROUND

City Council approved the construction contract in the amount of $3,282,680.11 with Hillcrest Contracting, Inc. (Hillcrest) on June 12, 2012. At this same meeting, City Council authorized the Public Works Director/City Engineer to execute any Contract Change Orders up to, but not exceeding, the 20% contingency amount of $656,536.02. Construction for this project started in July 2012 and is estimated for completion in April 2013.

DISCUSSION

Perris Boulevard is an existing partially improved north/south arterial street between the limits of Perris Valley Storm Drain Lateral "B" (Southerly City Limits) and Cactus Avenue in the City of Moreno Valley. The existing improvements, which vary in width, consist of a two-lane road with shoulders in some areas to other areas that are fully built out. This project is to widen and improve Perris Boulevard within the project limits to an arterial street standard with a curb-to-curb width of 86 feet (86') within a 110 feet (110') right of way. To date, curb, gutter, sidewalk, traffic signal modifications, and utility relocations have been significantly completed. Improvements still to be constructed include paving, signing and striping, and related road improvements.

During construction, EMWD requested the City to construct an alternate street section over their existing 33 inch and 39 inch EMWD waterlines at the following locations in order to ensure the structural integrity of their waterline during the street construction:

- Perris Boulevard South of Suburban Lane
- Perris Boulevard from Northern Dancer Drive to Krameria Avenue
- Perris Boulevard South of Santiago Drive
- Perris Boulevard South of Gentian Avenue
- Perris Boulevard North of Gentian Avenue
- Perris Boulevard from Delphinium Avenue to Cactus Avenue

The work at the above locations includes construction of an alternate street section above and adjacent to the EMWD Facilities in order to avoid compaction directly above them. This additional work includes installation of controlled low-strength material (CLSM), additional roadway excavation, and additional asphalt concrete.

Hillcrest, the City's contractor for the project, will complete the work as a change order to their existing contract for the Perris Boulevard Widening project. The City would pay Hillcrest for the construction costs, estimated at $220,000, per an executed contract change order. The estimated costs and 20% contingency of the City/EMWD Reimbursement Agreement are within the approved contingency threshold of the City's Contract with Hillcrest. EMWD will reimburse the City for these costs per the terms of

the City/EMWD Reimbursement Agreement. EMWD shall be solely responsible for costs associated with the additional work. EMWD agrees to pay the construction and construction related costs and in the event that the final quantities are either higher or lower than estimated, the City will provide a final cost summary to EMWD, and they shall bear full financial responsibility for all costs associated with the work.

EMWD approved the Reimbursement Agreement at its Board of Directors meeting on February 6, 2013.

ALTERNATIVES

1. By motion authorize the recommended actions as presented in this staff report. *This action will allow for EMWD facilities to be protected in place without delays to the construction schedule and at EMWD's expense.*

2. Do not authorize the recommended actions as presented in this staff report. *This action may cause EMWD facilities to be damaged during construction, which could result in additional costs to the City and potential delays to the construction schedule.*

FISCAL IMPACT

If the Reimbursement Agreement is approved, Hillcrest would complete the work under a change order to their existing contract with the City for the project. The City would pay Hillcrest for the construction costs, estimated at $220,000, per the executed contract change order. The estimated costs and 20% contingency of the City/EMWD Reimbursement Agreement are within the approved contingency threshold of the City's Contract with Hillcrest. EMWD will reimburse the City for these costs per the terms of the City-EMWD Reimbursement Agreement.

The costs associated with the Reimbursement Agreement will be fully reimbursed by EMWD and will not affect the project budget. Per the terms of the Reimbursement Agreement, upon completion of the additional construction and determination of the final costs, EMWD will make a payment to the City within 30 days following the City's notification of the actual costs.

In order to responsibly track the Reimbursement Agreement funds, a revenue appropriation of the EMWD reimbursement amount plus contingency would be established in Fund 3003 (TUMF Capital Projects), as indicated below.

Budget Appropriation

Cat.	Fund	Project No. (PN) G/L Account (GL)	Type	Original Budget	Proposed Adjustment	Revised Budget
CIP	TUMF Capital Projects (3003)	Acct. No. 3003-99-99-80001-500600	REV	$0	$264,000	$264,000

AVAILABLE EXPENDITURE FUNDS:

Available Budgeted TUMF Funds Perris Boulevard Widening / Perris Valley Storm Drain Lateral "B" to Cactus Avenue
(Acct. No. 3003-70-77-80001 / Project No. 801 0022 70 77) $5,665,000

Available Budgeted DIF Funds Perris Boulevard Widening / Perris Valley Storm Drain Lateral "B" to Cactus Avenue
(Acct. No. 3301-70-77-80001 / Project No. 801 0022 70 77) $80,000

Available and Proposed Expenditure Funds $5,745,000

ESTIMATED CONSTRUCTION RELATED COSTS:

Design Support Services during Construction $161,000
Contractor Construction Costs (includes 20% contingency) $3,940,000
EMWD Alternate Street Section $264,000
Reimbursement from EMWD for Alternate Street Section ..... ($264,000)
Construction Geotechnical Services $109,000
Construction Survey Services $129,000
Project Management and City Inspection $220,000
Administrative and Miscellaneous $100,000
Total Estimated Construction Related Costs $4,659,000

ANTICIPATED SCHEDULE:

Advertise / Bid / Award ..... April 2012 to June 2012
Construction ..... July 2012 to April 2013

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:

Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

During construction, EMWD requested the City to construct an alternate street section over their existing 33 inch and 39 inch EMWD waterlines at the various locations in order to ensure their structural integrity during the street construction. The Reimbursement Agreement provides for the terms and responsibilities of the proposed additional work. EMWD shall be solely responsible for the costs associated with the additional work. Staff recommends that City Council approve the Reimbursement Agreement and authorize the City Manager to execute said Reimbursement Agreement.

NOTIFICATION

None

ATTACHMENTS

Attachment 1 - Reimbursement Agreement for Construction of an Alternate Street Section over Eastern Municipal Water District (EMWD) Facilities

Prepared By:
Lorenz R. Gonzales
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director / City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director / Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

REIMBURSEMENT AGREEMENT

FOR CONSTRUCTION OF AN ALTERNATE STREET SECTION OVER EASTERN MUNICIPAL WATER DISTRICT (EMWD) FACILITIES AS A PART OF THE PERRIS BOULEVARD WIDENING FROM PERRIS VALLEY STORM DRAIN LATERAL "B" TO CACTUS AVENUE PROJECT NO. 801 0022 70 77 BY THE CITY OF MORENO VALLEY

This Agreement is made and entered into as of the date signed by the City Manager and Executive Director, by and between EASTERN MUNICIPAL WATER DISTRICT, a public agency (hereinafter "District"), and the CITY OF MORENO VALLEY, a municipal corporation (hereinafter "City").

RECITALS

WHEREAS, construction has commenced for the Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue, Project No. 801 0022 70 77, by the City of Moreno Valley herein after referred to as "City Project."

These improvements are in the City of Moreno Valley, and

WHEREAS, during construction, it was discovered that 33 inch and 39 inch District waterlines (hereinafter "District Facilities") at the following locations are aging and, at the request of the District, required an alternate street section in order to protect the District Facilities in place:

- Perris Boulevard South of Suburban Lane
- Perris Boulevard from Northern Dancer Drive to Krameria Avenue
- Perris Boulevard South of Santiago Drive
- Perris Boulevard South of Gentian Avenue
- Perris Boulevard North of Gentian Avenue
- Perris Boulevard from Delphinium Avenue to Cactus Avenue

Said locations, hereinafter referred to as the "District Facility Locations," are shown and depicted on Exhibits "A" through "F" and

WHEREAS, the purpose of this Agreement is to set forth financial and other terms and conditions associated with the additional work at the District Facility Locations by City.

NOW, THEREFORE, in consideration of the above recited premises, together with the mutual covenants herein contained, it is mutually agreed as follows:

AGREEMENT

1. DESCRIPTION OF WORK.

The work included at the District Facilities Locations includes construction of an alternate street section above and adjacent to the District Facilities in order to avoid compaction directly above the District Facilities. This additional work includes installation of controlled low-strength material (CLSM), additional roadway excavation, and additional asphalt concrete. Refer to Exhibits "G" through "J" for an estimated quantity and cost breakdown.

In addition to the construction work, services provided by the City, associated with the additional work include project engineering, contract administration, geotechnical testing, construction surveying, and inspection.

2. FINANCIAL OBLIGATIONS AND RESPONSIBILITIES.

The District shall be solely responsible for costs associated with the additional work at District Facility Locations. The District agrees to pay the construction and construction related costs, which are estimated at $220,000 as shown on Exhibits "G" through "J", attached hereto. In the event that the final quantities are either higher or lower than estimated, the City will provide a final cost summary to the District and the District shall bear full financial responsibility for all costs associated with the work.

Upon completion of construction and determination of final costs, the City shall notify the District of the final cost summary. Determination of final costs will be based on actual costs for all work. The District will make a payment to the City, within 30 days following the City's notification to the District of the actual total costs.

Any contract changes to the District's work shall be in writing, executed by the City with the approval of the District. Additional costs owed the City's contractor as a result of the approved change order shall be invoiced by the City to the District at the time such payment is requested by the contractor. The District will pay the City within thirty (30) calendar days of receipt of the City's invoice.

Neither the City nor the District will assess permit fees or plan check fees to each other.

3. CONSTRUCTION AWARD.

The District acknowledges that the City has awarded the construction contract for the City Project to the lowest successful bidder, Hillcrest Contracting, Inc. Hillcrest Contracting, Inc. therefore, will complete the additional work at the District Facilities Locations.

MV00192865

4. CONSTRUCTION TIMELINE.

Completion of the additional work at the District Facilities Locations shall be performed concurrently with the City Project.

5. CONSTRUCTION PLANS AND SPECIFICATIONS.

The District acknowledges that the Plans and Specifications for the City Project, as it relates to the District Facilities, were reviewed and approved by the District.

6. CEQA

The City shall be individually responsible for compliance with the State of California, Environmental Acts as these acts pertain to the entire City Project. The District shall cooperate with the City to implement the applicable Environmental Mitigations for the District Facilities.

7. CONSTRUCTION AND INSPECTION RESPONSIBILITIES

All District Facilities furnished, constructed, and installed by the City's contractor shall be installed in compliance with the City Project Plans and Specifications. All materials furnished by the City's contractor must conform to the District's approved material list. Any and all deviations from Exhibits "A" through "F" must be approved by the District, in writing, prior to being made. Change Orders related to this work will not be paid for without the District's prior written approval.

The District shall be responsible to inspect the furnishing and installation of all District Facilities and the performance of the involved work by the City's contractor for compliance with the City Project Plans and Specifications. It is specifically understood that the District's inspection personnel shall have the authority to enforce the City Project Plans and Specifications for the involved facilities, which authority shall include the authority to require that any and all unacceptable materials, workmanship and/or installation be replaced, repaired or corrected by the City's contractor in accordance with the City Project Plans and Specifications. All inspection costs incurred by the District will be solely financed by the District. All contract administration and construction administration costs incurred by District will be paid solely by District.

The District will provide reasonably expeditious submittal review and responses, and approve change orders in a timely manner (5 EMWD working days or less) and will not delay the project construction. Both the District and the City agree to cooperate with each other to complete the work in an expeditious manner.The parties agree that coordinating their respective work is critical to avoiding conflicts, delays, and additional costs.

MV00192866

The District's inspector shall maintain good communication/coordination between the City and the City's contractor to keep all parties informed of the construction activities and any conflicts discovered during construction. If utility conflicts are encountered, the District shall work with said utility company to redesign/resolve the conflicts expeditiously (5 working days or less) in order to meet the project schedule.

8. RECIPROCAL INDEMNIFICATION

The District and the City, the Moreno Valley Community Services District (CSD), and the Moreno Valley Housing Authority, each hereby agree to indemnify, defend, save and hold harmless the other party and their respective officers, agents, servants and employees, of and from any liabilities, claims, demands, suits, action and cause of action arising out of or in any manner connected with any act or omission of such indemnifying party, performed in connection with such party's duties and obligations hereunder.

9. CITY/DISTRICT TO PROVIDE PROFESSIONAL SERVICES

For the period during which the City or its contractor control the job site, the City will provide, or cause to be provided, for the entire period of construction, professional services for construction surveying and geotechnical testing services, and City contract administration.

All costs for professional construction surveying and geotechnical testing services and City contract administration for District Facilities work will be solely financed by the District in accord with Section 2.

The City and District shall each provide, or cause to be provided, for the entire period of District Facilities work, professional services for project management, design, and plan conformance. Any District changes requiring design services will be paid by District and any City changes requiring design services will be paid by the City.

10. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding on each of the parties and their successors and assigns.

11. EFFECTIVE DATE

This Agreement shall become effective upon acceptance hereof by City and District and by execution by their respective authorized representatives.

12. NOTICES

All notices under this Agreement shall be sent as follows:

MV00192867

EMWD: Eastern Municipal Water District
2270 Trumble Road
P.O. Box 8300
Perris, CA 92572-8300
ATTN: Armando Arroyo, Senior Civil Engineer

CITY: City of Moreno Valley
14177 Frederick Street
PO Box 88005
Moreno Valley, CA 92552-0805
ATTN: Larry Gonzales, Senior Engineer, P.E.

Either party may change its address for notices by notifying the other party. All notices given at the most recent address specified shall be deemed to have been properly given.

13. GENERAL

This Agreement contains the entire agreement between the parties with respect to the matters herein provided for and may only be amended by a subsequent written Agreement executed by all parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single Agreement.

MV00192868

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated above.

CITY OF MORENO VALLEY	EASTERN MUNICIPAL WATER DISTRICT
By: _____ City Manager	By: _____ Paul D. Jones II, General Manager
Dated: _____	Dated: _____
APPROVED AS TO FORM:	ATTEST:
_____ City Attorney	_____ Rosemarie V. Howell, Board Secretary

Attachments:

Exhibit "A" – Perris Boulevard, South of Suburban Lane
Exhibit "B" – Perris Boulevard from Northern Dancer Drive to Krameria Avenue
Exhibit "C" – Perris Boulevard, South of Santiago Drive
Exhibit "D" – Perris Boulevard, South of Gentian Avenue
Exhibit "E" – Perris Boulevard, North of Gentian Avenue
Exhibit "F" – Perris Boulevard from Delphinium Avenue to Cactus Avenue
Exhibit "G" – Cost Estimate Summary
Exhibit "H" – Bid Item Prices for Perris Boulevard – EMWD Protection
Exhibit "I" – Bid Item Prices for EMWD Protection and R & R at Delphinium Avenue
Exhibit "J" – Materials Cost Estimate

W:\CapProj\CapProj\PROJECTS\Larry - 11-41570125 Perris Blvd. from PVSD Lateral B to Cactus Ave\Utility\Water - EMWD\Utility Agreement_EMWD 011413 v2.doc

MV00192869

EXHIBIT A

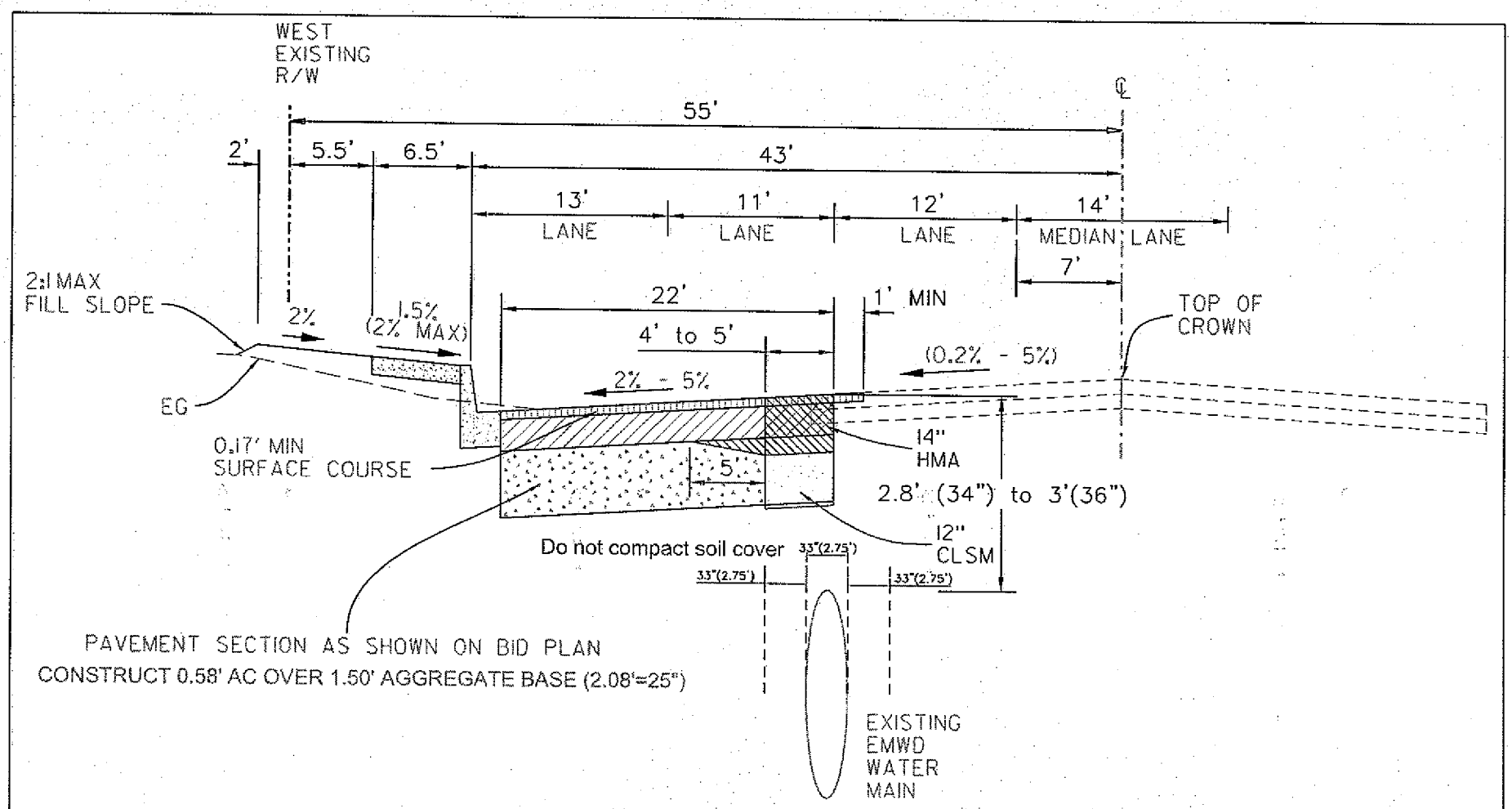

MODIFIED PAVEMENT SECTION ABOVE EMWD WATER MAIN

TYPICAL SECTION – SOUTH OF SUBURBAN LANE

HORIZ – 1"=10'
VERT – 1"=2'
STA 276+00 TO STA 279+90

MV00192870

EXHIBIT B

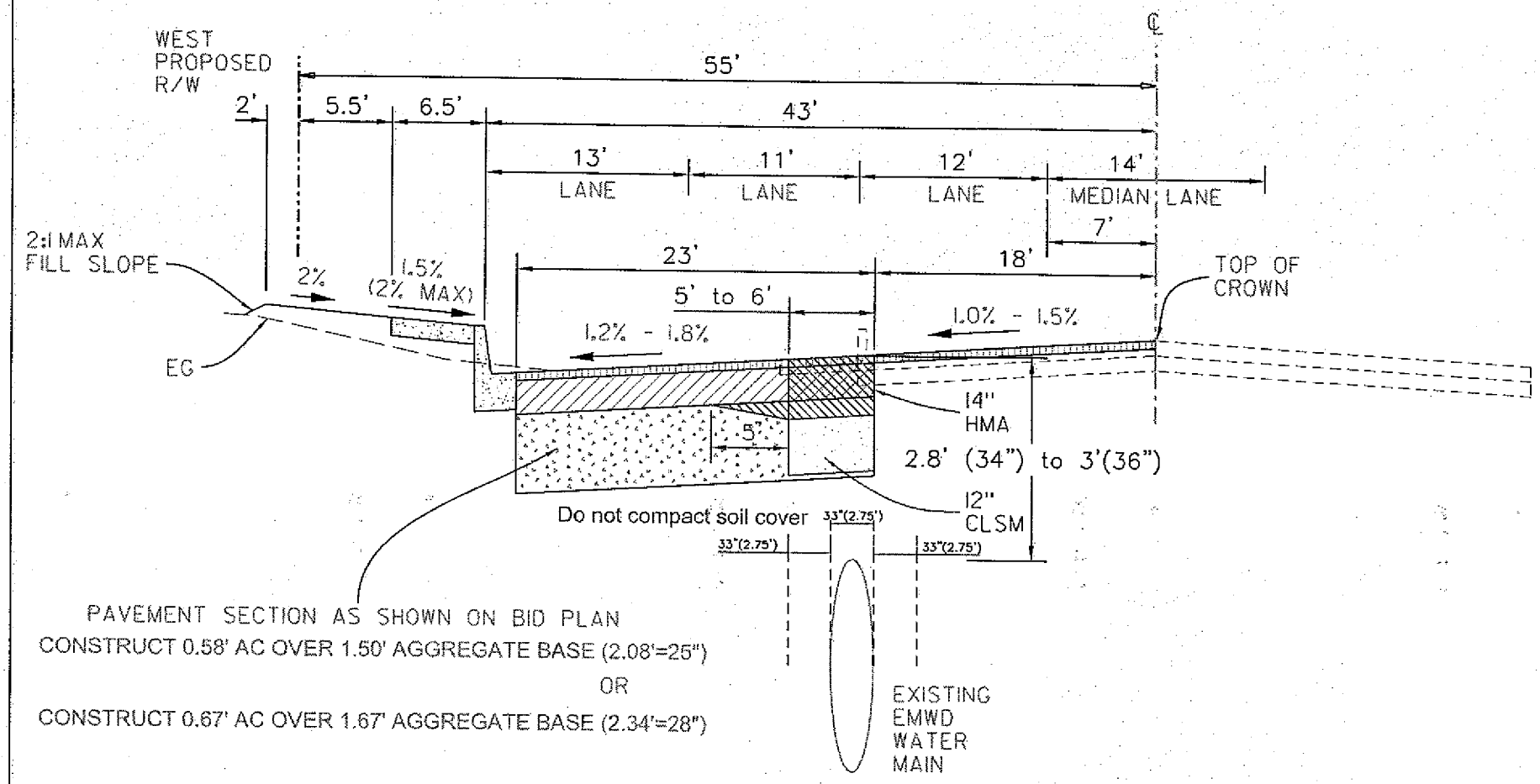

MODIFIED PAVEMENT SECTION ABOVE EMWD WATER MAIN

TYPICAL SECTION – NORTHERN DANCER DR TO KRAMERIA AVE

HORIZ – 1"=10'
VERT – 1"=2'

STA 290+50 TO STA 300+50

MV00192871

EXHIBIT C

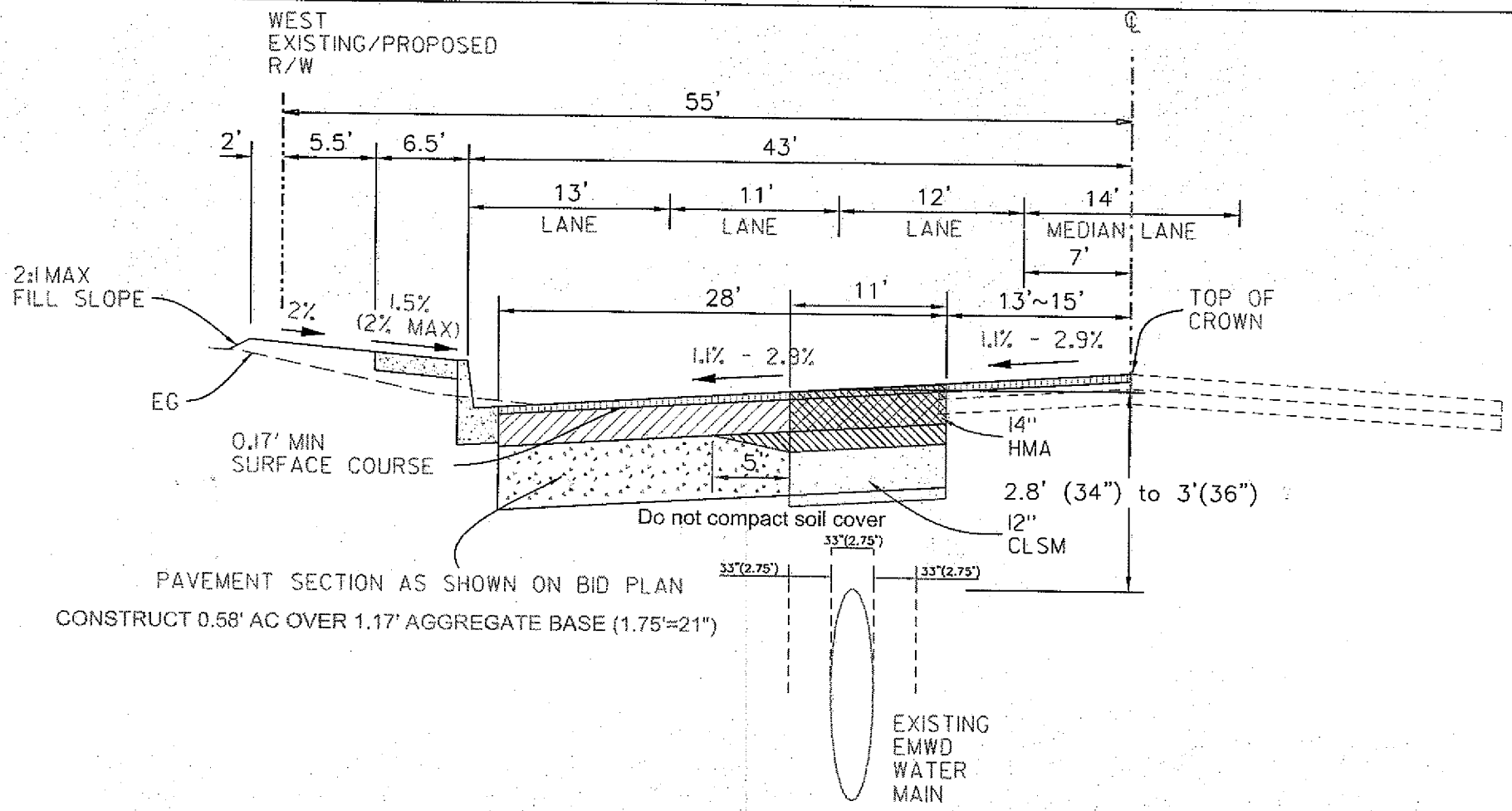

MODIFIED PAVEMENT SECTION ABOVE EMWD WATER MAIN

TYPICAL SECTION – SOUTH OF SANTIAGO DRIVE

HORIZ – 1"=10'
VERT – 1"=2'
STA 336+03 TO STA 340+09

MV00192872

EXHIBIT D

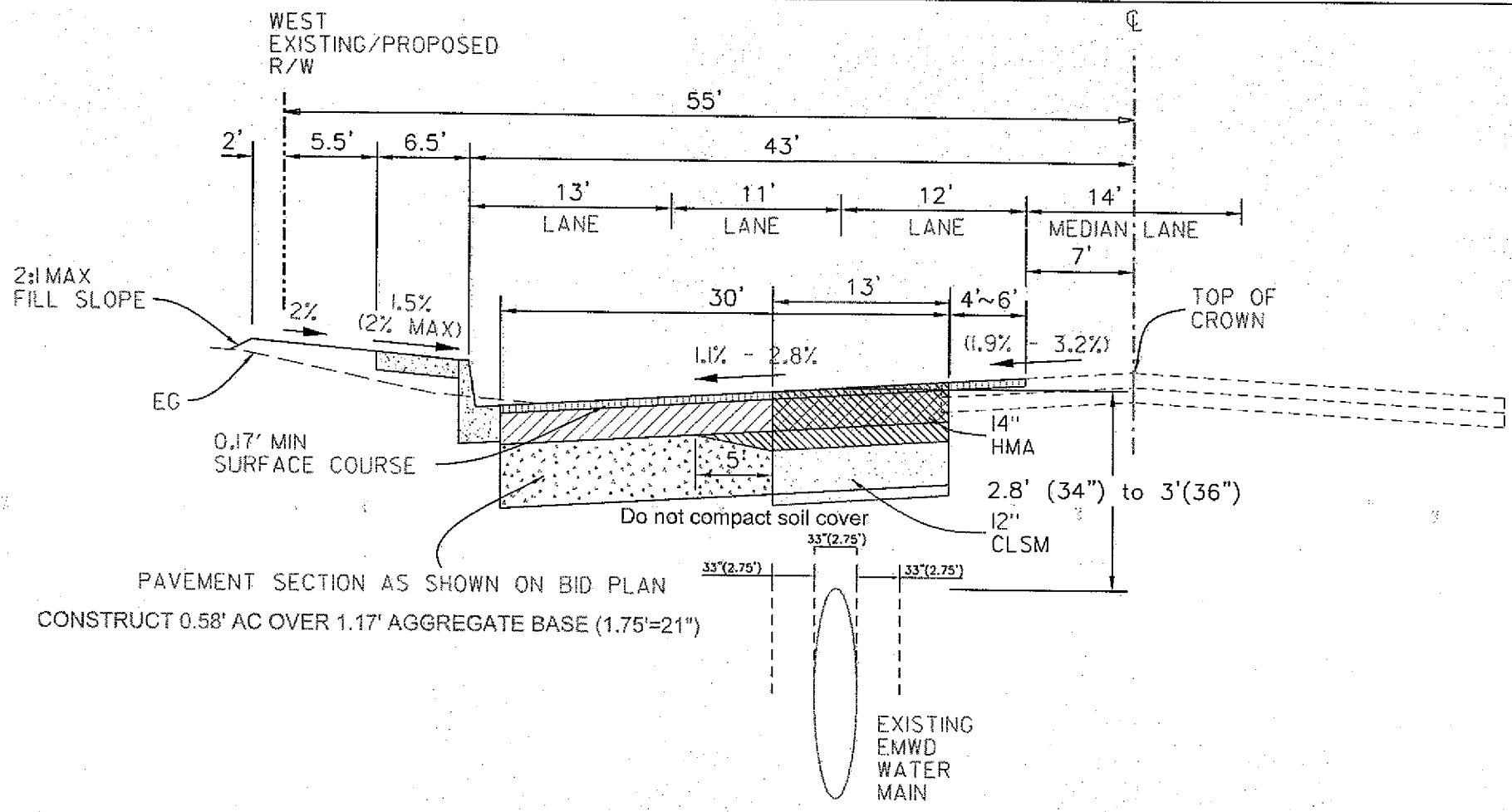

MODIFIED PAVEMENT SECTION ABOVE EMWD WATER MAIN

TYPICAL SECTION – GENTIAN AVE SOUTH

HORIZ – 1"=10'
VERT – 1"=2'
STA 340+41 TO STA 346+43

MV00192873

EXHIBIT E

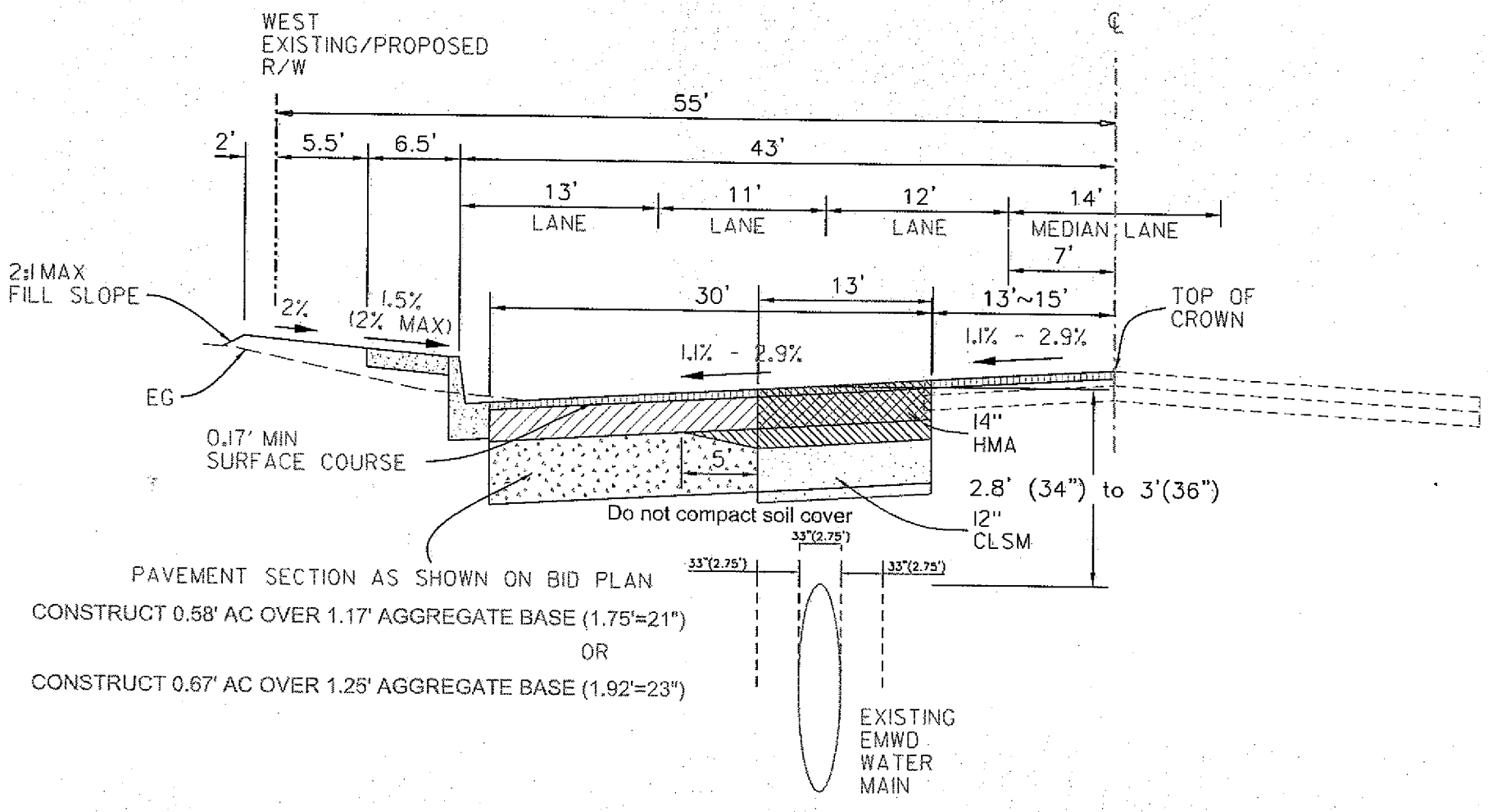

MODIFIED PAVEMENT SECTION ABOVE EMWD WATER MAIN

TYPICAL SECTION – GENTIAN AVE NORTH

HORIZ – 1"=10'
VERT – 1"=2'
STA 356+54 TO STA 359+93

MV00192874

EXHIBIT F

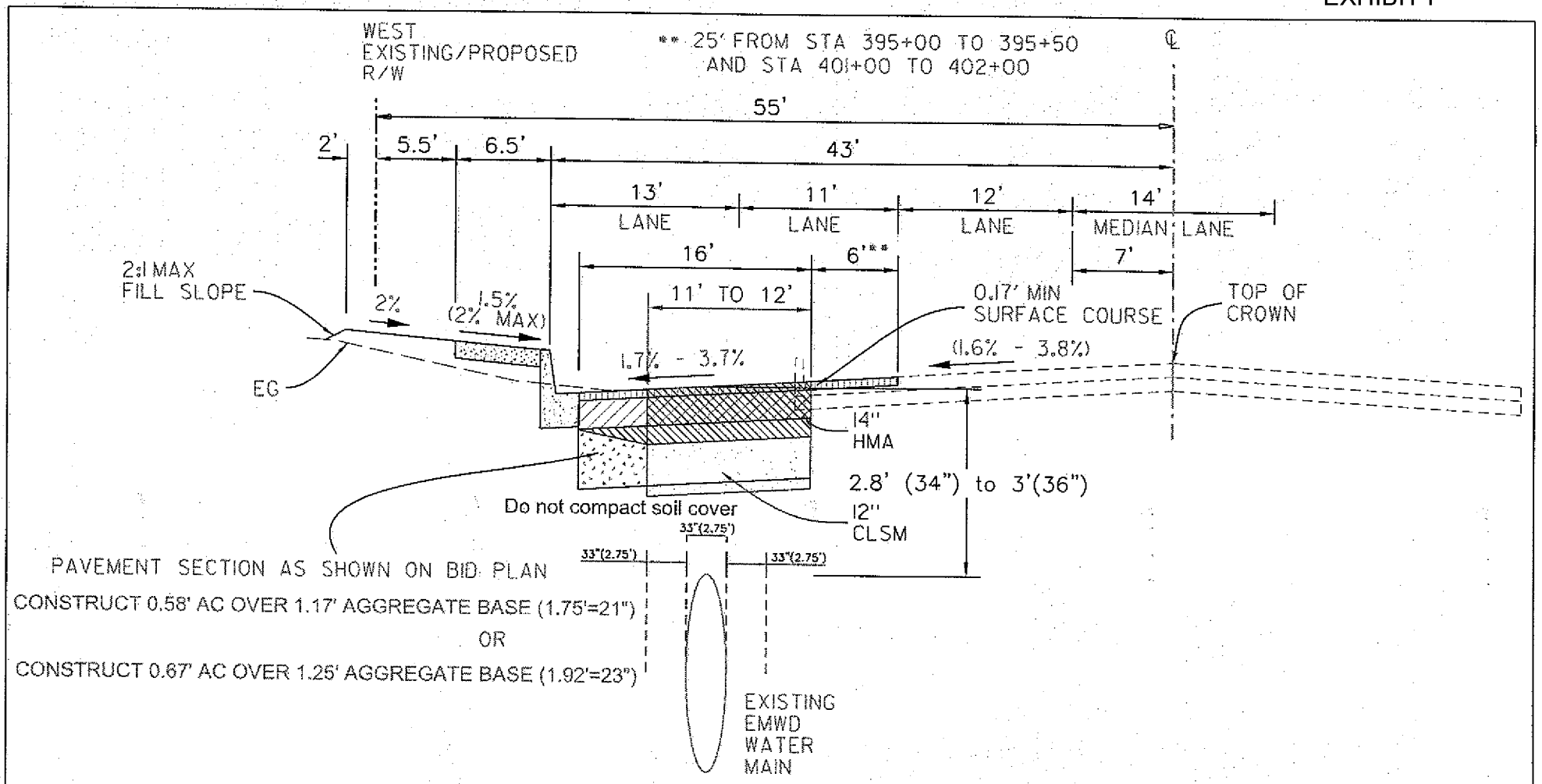

MODIFIED PAVEMENT SECTION ABOVE EMWD WATER MAIN

TYPICAL SECTION – DELPHINIUM AVE TO CACTUS AVE

HORIZ – 1"=10'
VERT – 1"=2'
STA 393+37 TO STA 404+33

MV00192875

EXHIBIT G

Cost Estimate Summary

Perris Boulevard - EMWD Protection*		$149,972.00
EMWD Protection and R & R at Delphinium**		$22,055.40
Project Materials***		$48,082
	Total:	**$220,000.00** *(rounded)*

*See Exhibit "H" for detailed cost breakdown
**See Exhibit "I" for detailed cost breakdown
***See Exhibit "J" for detailed cost breakdown

EXHIBIT H

Bid Item Prices for : PERRIS BLVD. - EMWD PROTECTION - Copy

Hillcrest Contracting JASON JONES 1/28/2013

	Item	Description	Quantity U/M	Unit Price	Total Price
2	1	EXCAVATE TRENCH	1,070.00 CY	$30.000	$32,100.00
2	2	FILL TRENCH WITH SLURRY	1,070.00 CY	$86.049	$92,072.00
2	3	BASE MATERIAL EXTRA COSTS	1.00 LS	$15,800.000	$15,800.00
2	4	AC PAVING EXTRA COSTS	1.00 LS	$10,000.000	$10,000.00
Phase	2	TRENCH & FILL WITH SLURR Subtotal			$149,972.00

BID TOTALS

Details Report For : PERRIS BLVD. - EMWD PROTECTION - Copy

Hillcrest Contracting JASON JONES 1/28/2013

Ph.	Item	Description	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Pricet	Total Price
2	1	EXCAVATE TRENCH	1,070.00	CY	$26.99	$28,879.30	11.15	30.00	$32,100.00

Activity EXCAVATION WITH BACKHOE **Crew** EXCAVATION WITH BACK **Activity Qty** 1,070.00 CY

	Rate:			Days:		
Day:	214.00	CY	Labor	5.00	TotalCost:	28,530.85
Hour:	26.80	CY	Equipment	5.00	UnitCost:	26.664
			Actual:	5.00		

Labor		Quantity	Hours		Days	Unit Cost	
GENFO	GENERAL FOREMAN G	1.00	9.00	HR	5.00	$78.56	$3,535.34
LAB 1	LABORER GROUP 1	2.00	8.00	HR	5.00	$59.15	$4,731.68
	The total contains overtime cost of :			$163.83		Total	$8,430.85

Equipment		Quantity	Hours		Days	Unit Cost	
TRPU	PICKUP TRUCK	1.00	8.00	HR	5.00	$20.00	$800.00
BKHOE	BACKHOE	1.00	8.00	HR	5.00	$135.00	$5,400.00
						Total	$6,200.00

Trucks		Quantity	Unit Cost	
SEMI	SEMI DUMP TRUCK	160.00	$85.00	$13,600.00
			Total	$13,600.00

Other		Quantity	Unit Cost	
EQM 1	EQUIPMENT MOVE RA	1.00	$300.00	$300.00
			Total	$300.00

Act Note:

Item Note:

MV00192878

Details Report For : PERRIS BLVD. - EMWD PROTECTION - Copy

Hillcrest Contracting | JASON JONES | 1/28/2013

Ph.	Item	Description	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Pricet	Total Price
2	2	FILL TRENCH WITH SLURRY	1,070.00	CY	$76.31	$81,652.37	12.76	86.05	$92,072.00

Activity POUR SLURRY **Crew** 5 MAN CONCRETE CREW **Activity Qty** 1,070.00 CY

	Rate:			Days:		
Day:	194.50	CY	Labor	5.50	TotalCost:	80,871.14
Hour:	24.30	CY	Equipment	5.50	UnitCost:	75.581
			Actual:	5.50		

Labor		Quantity	Hours		Days	Unit Cost	
4MPCC	FOREMAN CONCRETE	1.00	9.00	HR	5.50	$72.72	$3,599.59
MAS	CEMENT MASON	4.00	8.00	HR	5.50	$67.00	$11,792.53
LABPC	LABOR CONCRETE W	1.00	8.00	HR	5.50	$62.60	$2,754.49
	The total contains overtime cost of :		$164.53			Total	$18,311.14

Equipment		Quantity	Hours		Days	Unit Cost	
TRPU	PICKUP TRUCK	1.00	8.00	HR	5.50	$20.00	$880.00
TRCRE	CREW TRUCK	1.00	8.00	HR	5.50	$40.00	$1,760.00
						Total	$2,640.00

Material		Quantity	Unit Cost	
CONLO	CONCRETE LOAD ENVI	107.00	$50.00	$5,350.00
MISC L	CONCRETE LUMBER, E	1,070.00	$2.00	$2,140.00
SLURR	SLURRY	1,070.00	$49.00	$52,430.00
			Total	$59,920.00

Act Note:

Item Note:

MV00192879

Details Report For : PERRIS BLVD. - EMWD PROTECTION - Copy

Hillcrest Contracting JASON JONES 1/28/2013

Ph.	Item	Description	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Pricet	Total Price
2	3	BASE MATERIAL EXTRA COSTS	1.00	LS	$13,141.59	$13,141.59	20.22	15,800.00	$15,800.00

Activity PLACE BASE WITH SKIPLOADER *Crew* PLACE BASE SKIPLOADER *Activity Qty* 400.00 TN

	Rate:			Days:		
Day:	200.00	TN	Labor	2.00	TotalCost:	8,804.66
Hour:	25.00	TN	Equipment	2.00	UnitCost:	22.012
			Actual:	2.00		

Labor		Quantity	Hours		Days	Unit Cost	
GENFO	GENERAL FOREMAN G	1.00	8.00	HR	2.00	$78.56	$1,257.01
LAB 1	LABORER GROUP 1	2.00	8.00	HR	2.00	$59.15	$1,892.67
OROL	ROLLER OPERATOR G-	1.00	8.00	HR	2.00	$83.44	$1,334.98
						Total	$4,484.66

Equipment		Quantity	Hours		Days	Unit Cost	
SKIP	SKIPLOADER	1.00	8.00	HR	2.00	$100.00	$1,600.00
TRW20	WATER TRUCK 2000 G	1.00	8.00	HR	2.00	$95.00	$1,520.00
TRPU	PICKUP TRUCK	1.00	8.00	HR	2.00	$20.00	$320.00
RLPUP	ROLLER PUP	1.00	8.00	HR	2.00	$30.00	$480.00
						Total	$3,920.00

Material		Quantity	Unit Cost	
ABT&T	AGG BASE HAUL INCR	400.00	$1.00	$400.00
			Total	$400.00

Act Note:

MV00192880

Details Report For : PERRIS BLVD. - EMWD PROTECTION - Copy

Hillcrest Contracting JASON JONES 1/28/2013

Ph.	Item	Description	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Pricet	Total Price
2	3	BASE MATERIAL EXTRA COSTS	1.00	LS	$13,141.59	$13,141.59	20.22	15,800.00	$15,800.00

Activity GRADE BASE WITH SKIPLOADE **Crew** GRADE BASE WITH SKIPL **Activity Qty** 5,000.00 SF

	Rate:			Days:		
Day:	5,000.00	SF	Labor	1.00	TotalCost:	4,202.33
Hour:	625.00	SF	Equipment	1.00	UnitCost:	0.840
			Actual:	1.00		

Labor		Quantity	Hours		Days	Unit Cost	
GENFO	GENERAL FOREMAN G	1.00	8.00	HR	1.00	$78.56	$628.50
LAB 1	LABORER GROUP 1	2.00	8.00	HR	1.00	$59.15	$946.34
OROL	ROLLER OPERATOR G-	1.00	8.00	HR	1.00	$83.44	$667.49
						Total	$2,242.33

Equipment		Quantity	Hours		Days	Unit Cost	
SKIP	SKIPLOADER	1.00	8.00	HR	1.00	$100.00	$800.00
TRW20	WATER TRUCK 2000 G	1.00	8.00	HR	1.00	$95.00	$760.00
TRPU	PICKUP TRUCK	1.00	8.00	HR	1.00	$20.00	$160.00
RLPUP	ROLLER PUP	1.00	8.00	HR	1.00	$30.00	$240.00
						Total	$1,960.00

Act Note:

Item Note:

MV00192881

Details Report For : PERRIS BLVD. - EMWD PROTECTION - Copy

Hillcrest Contracting | JASON JONES | 1/28/2013

Ph.	Item	Description	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Pricet	Total Price
2	4	AC PAVING EXTRA COSTS	1.00	LS	$8,224.64	$8,224.64	21.58	10,000.00	$10,000.00

Activity PAVE OVER WATER LINE - L & E **Crew** PAVING CREW TWO (2) R **Activity Qty** 1,238.00 TN

	Rate:			Days:
Day:	825.30	TN	Labor	1.50
Hour:	103.20	TN	Equipment	1.50
			Actual:	1.50

TotalCost: 15,357.72
UnitCost: 12.405

Labor		Quantity	Hours		Days	Unit Cost	
OPM	PAVING MACHINE OPE	1.00	8.00	HR	1.50	$89.19	$1,070.24
OS	SCREEDMAN OPERAT	2.00	8.00	HR	1.50	$84.47	$2,027.35
OROL	ROLLER OPERATOR G-	2.00	8.00	HR	1.50	$83.44	$2,002.46
LAR	ASPHALT RAKER LABO	2.00	8.00	HR	1.50	$63.87	$1,532.93
LAS	ASPHALT SHOVELER L	2.00	8.00	HR	1.50	$60.66	$1,455.72
FMASP	FOREMAN ASPHALT	1.00	8.00	HR	1.50	$79.09	$949.02
						Total	$9,037.72

Equipment		Quantity	Hours		Days	Unit Cost	
TRPU	PICKUP TRUCK	1.00	8.00	HR	1.50	$20.00	$240.00
TRCRE	CREW TRUCK	1.00	8.00	HR	1.50	$40.00	$480.00
PAVMA	PAVING MACHINE	1.00	8.00	HR	1.50	$150.00	$1,800.00
RLGBV	ROLLER GRADE VIBRA	2.00	8.00	HR	1.50	$50.00	$1,200.00
SWEEP	SWEEPER	1.00	8.00	HR	1.50	$125.00	$1,500.00
						Total	$5,220.00

Other		Quantity	Unit Cost	
EQM 1	EQUIPMENT MOVE RA	2.00	$300.00	$600.00
EQM 2	EQUIPMENT MOVE RA	1.00	$500.00	$500.00
			Total	$1,100.00

Act Note:

Activity ORIGINAL L&E **Crew** MISCELLANEOUS **Activity Qty** 1.00 LS

	Rate:			Days:
Day:	1.00	LS	Labor	1.00
Hour:	0.10	LS	Equipment	1.00
			Actual:	1.00

TotalCost: -7,217.54
UnitCost: -7,217.540

Other		Quantity	Unit Cost	
PLUG	PLUG DETAILS	1,238.00	($5.83)	($7,217.54)
			Total	($7,217.54)

Act Note:

Item Note:

MV00192882

Details Report For : PERRIS BLVD. - EMWD PROTECTION - Copy

Hillcrest Contracting JASON JONES 1/28/2013

	Cost	*%MU*	*Price*
Labor	$42,507	25.00	$53,133
Equip	$19,940	15.00	$22,931
Equip.Rent	$0	15.00	$0
Material	$60,320	8.00	$65,146
Transportation	$13,600	15.00	$15,640
Sub/Service	$0	5.00	$0
Other	($5,818)	20.00	($6,981)
Bond	$1,349	20.00	$1,618
Total Bid	$131,898	13.70	$149,972
Total Margin	**$18,074**		

MV00192883

EXHIBIT I

Bid Item Prices for : EMWD PROTECTION & R&R @ DELPHINIUM - Copy

Hillcrest Contracting JASON JONES 1/28/2013

	Item	Description	Quantity U/M	Unit Price	Total Price
2	1	REMOVE AC/DIRT FILL W/SLURRY & PLATE	360.00 SF	$14.290	$5,144.40
2	2	AC PAVE E/O X-GTR INCL AC/DIRT REMOVAL	1,000.00 SF	$8.460	$8,460.00
2	3	AC PAVE W.O X-GTR INCL AC/DIRT REMOVAL	900.00 SF	$9.390	$8,451.00
Phase	2	REVISED SLURY LIMIT & DE Subtotal			$22,055.40

BID TOTALS

Details Report For : EMWD PROTECTION & R&R @ DELPHINIU

Hillcrest Contracting | JASON JONES | 1/28/2013

Ph.	Item	Description	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Pricet	Total Price
2	1	REMOVE AC/DIRT FILL W/SLURRY & PLATE	360.00	SF	$12.42	$4,471.20	15.05	14.29	$5,144.40

Activity DIG OUT AND SLURRY BACK **Crew** 5 MAN CONCRETE CREW **Activity Qty** 360.00 SF

	Rate:				Days:		
Day:	720.00	SF	13 CY	Labor	0.50	TotalCost:	4,422.21
Hour:	90.00	SF		Equipment	0.50	UnitCost:	12.284
				Actual:	0.50		

Labor		Quantity	Hours		Days	Unit Cost	
4MPCC	FOREMAN CONCRETE	1.00	9.00	HR	0.50	$72.72	$327.24
MAS	CEMENT MASON	2.00	8.00	HR	0.50	$67.00	$536.02
LABPC	LABOR CONCRETE W	1.00	8.00	HR	0.50	$62.60	$250.41
LAB 1	LABORER GROUP 1	1.00	8.00	HR	0.50	$59.15	$236.58
	The total contains overtime cost of :			$14.96		Total	$1,365.21

Equipment		Quantity	Hours		Days	Unit Cost	
TRPU	PICKUP TRUCK	1.00	8.00	HR	0.50	$20.00	$80.00
TRCRE	CREW TRUCK	1.00	8.00	HR	0.50	$40.00	$160.00
BKHOE	BACKHOE	1.00	8.00	HR	0.50	$135.00	$540.00
TR10W	TEN WHEELER	1.00	8.00	HR	0.50	$85.00	$340.00
SAW	SAW CUT	1.00	8.00	HR	0.50	$125.00	$500.00
						Total	$1,620.00

Material		Quantity	Unit Cost	
CONLO	CONCRETE LOAD ENVI	2.00	$50.00	$100.00
SLURR	SLURRY	13.00	$49.00	$637.00
TRENC	TRENCH PLATES	1.00	$700.00	$700.00
			Total	$1,437.00

Act Note:

Item Note:

MV00192885

Details Report For : EMWD PROTECTION & R&R @ DELPHINIU

Hillcrest Contracting | JASON JONES | 1/28/2013

Ph.	Item	Description	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Pricet	Total Price
2	2	AC PAVE E/O X-GTR INCL AC/DIRT REMOVAL - 14"	1,000.00	SF	$7.36	$7,359.20	14.95	8.46	$8,460.00

Activity R & R AC/AB **Crew** PAVING CREW SKIPLOAD **Activity Qty** 1,000.00 SF

Rate:			Days:		
Day:	1,020.00 SF	84 TN AC	Labor	1.00	**TotalCost:** 7,220.53
Hour:	127.50 SF		Equipment	1.00	**UnitCost:** 7.221
			Actual:	1.00	

Labor		Quantity	Hours		Days	Unit Cost	
OROL	ROLLER OPERATOR G-	1.00	8.00	HR	1.00	$83.44	$667.49
FMASP	FOREMAN ASPHALT	1.00	8.00	HR	1.00	$79.09	$632.68
LAR	ASPHALT RAKER LABO	2.00	8.00	HR	1.00	$63.87	$1,021.95
LAS	ASPHALT SHOVELER L	1.00	8.00	HR	1.00	$60.66	$485.24
LAB 1	LABORER GROUP 1	1.00	8.00	HR	1.00	$59.15	$473.17
						Total	$3,280.53

Equipment		Quantity	Hours		Days	Unit Cost	
TRPU	PICKUP TRUCK	1.00	8.00	HR	1.00	$20.00	$160.00
SKIP	SKIPLOADER	1.00	8.00	HR	1.00	$100.00	$800.00
RLGBV	ROLLER GRADE VIBRA	1.00	8.00	HR	1.00	$50.00	$400.00
TRCRE	CREW TRUCK	1.00	8.00	HR	1.00	$40.00	$320.00
RLPUP	ROLLER PUP	1.00	4.00	HR	1.00	$30.00	$120.00
BKHOE	BACKHOE	1.00	4.00	HR	1.00	$135.00	$540.00
						Total	$2,340.00

Material		Quantity	Unit Cost	
TAC	SS 1-H EMULSION	1.00	$25.00	$25.00
			Total	$25.00

Trucks		Quantity	Unit Cost	
TRKSU	SUPER 10 DUMP TRUC	12.00	$85.00	$1,020.00
			Total	$1,020.00

Other		Quantity	Unit Cost	
EQM 1	EQUIPMENT MOVE RA	1.00	$300.00	$300.00
DMP2	DUMP FEES-AC/PCC	3.00	$85.00	$255.00
			Total	$555.00

Act Note:

Item Note:

MV00192886

Details Report For : EMWD PROTECTION & R&R @ DELPHINIU

Hillcrest Contracting JASON JONES 1/28/2013

	Cost	*%MU*	*Price*
Labor	$7,926	15.00	$9,115
Equip	$6,300	15.00	$7,245
Equip.Rent	$0	15.00	$0
Material	$1,487	15.00	$1,710
Transportation	$2,040	15.00	$2,346
Sub/Service	$0	15.00	$0
Other	$1,110	15.00	$1,277
Bond	$316	15.00	$363
Total Bid	$19,178	15.01	$22,055
Total Margin	**$2,878**		

MV00192887

PROJECT'S DETAILED COST ESTIMATE

EXHIBIT J

1	Bid Cost: Perris Boulevard Seg. 2 Estimates - South of Suburban				
Item	Description of Construction Items	Quantity	Unit	Bid Unit Cost	Item Cost
1	Roadway Excavation	753	CY	$20.20	$15,208
2	Asphalt Concrete	287	TN	$70.00	$20,097
3	Aggregate Base	367	CY	$24.00	$8,800
	TOTAL CONSTRUCTION COST				$44,105

1	Revised Cost: Perris Boulevard Seg. 2 Estimates - South of Suburban				
Item	Description of Construction Items	Quantity	Unit	Unit Cost	Item Cost
1	Roadway Excavation	702	CY	$20.20	$14,183
2	Asphalt Concrete	353	TN	$70.00	$24,717
3	Aggregate Base	283	CY	$24.00	$6,800
4	12" CLSM	56	CY	$120.00	$6,667
	TOTAL CONSTRUCTION COST				$52,367
				Total Cost Difference	$8,262
				AC Cost Difference	$4,620
				AB Cost Difference	-$2,000

2	Bid Cost: Perris Boulevard Improvement - Seg. 1 - Northern Dancer to Krameria				
Item	Description of Construction Items	Quantity	Unit	Unit Cost	Item Cost
1	Roadway Excavation	3,066	CY	$17.40	$53,346
2	Asphalt Concrete	1,221	TN	$70.00	$85,478
3	Aggregate Base	1,519	CY	$23.60	$35,842
	TOTAL CONSTRUCTION COST				$174,666

2	Revised Cost: Perris Boulevard Improvement - Seg. 1 - Northern Dancer to Krameria				
Item	Description of Construction Items	Quantity	Unit	Unit Cost	Item Cost
1	Roadway Excavation	2,819	CY	$17.40	$49,059
2	Asphalt Concrete	1,460	TN	$70.00	$102,219
3	Aggregate Base	1,163	CY	$23.60	$27,438
4	12" CLSM	222	CY	$120.00	$26,667
	TOTAL CONSTRUCTION COST				$205,383
				Total Cost Difference	$30,717
				AC Cost Difference	$16,741
				AB Cost Difference	-$8,404

3	Bid Cost: Perris Boulevard Improvement - Seg. 1 - South of Santiago				
Item	Description of Construction Items	Quantity	Unit	Unit Cost	Item Cost
1	Roadway Excavation	913	CY	$17.40	$15,879
2	Asphalt Concrete	390	TN	$70.00	$27,283
3	Aggregate Base	388	CY	$23.60	$9,163
	TOTAL CONSTRUCTION COST				$52,325

3	Revised Cost: Perris Boulevard Improvement - Seg. 1 - South of Santiago				
Item	Description of Construction Items	Quantity	Unit	Unit Cost	Item Cost
1	Roadway Excavation	837	CY	$17.40	$14,556
2	Asphalt Concrete	545	TN	$70.00	$38,125
3	Aggregate Base	236	CY	$23.60	$5,563
4	12" CLSM	130	CY	$120.00	$15,644
	TOTAL CONSTRUCTION COST				$73,888
				Total Cost Difference	$21,563
				AC Cost Difference	$10,842
				AB Cost Difference	-$3,600

MV00192888

PROJECT'S DETAILED COST ESTIMATE

4	Bid Cost: Perris Boulevard Improvement - Seg. 1 - Gentian South				
Item	Description of Construction Items	Quantity	Unit	Unit Cost	Item Cost
1	Roadway Excavation	1,818	CY	$17.40	$31,634
2	Asphalt Concrete	776	TN	$70.00	$54,353
3	Aggregate Base	774	CY	$23.60	$18,255
	TOTAL CONSTRUCTION COST				$104,242

4	Revised Cost: Perris Boulevard Improvement - Seg. 1 - Gentian South				
Item	Description of Construction Items	Quantity	Unit	Unit Cost	Item Cost
1	Roadway Excavation	1,702	CY	$17.40	$29,621
2	Asphalt Concrete	1,012	TN	$70.00	$70,847
3	Aggregate Base	541	CY	$23.60	$12,778
4	12" CLSM	198	CY	$120.00	$23,800
	TOTAL CONSTRUCTION COST				$137,046
				Total Cost Difference	$32,804
				AC Cost Difference	$16,493
				AB Cost Difference	-$5,476

5	Bid Cost: Perris Boulevard Improvement - Seg. 1 - Gentian North				
Item	Description of Construction Items	Quantity	Unit	Unit Cost	Item Cost
1	Roadway Excavation	1,045	CY	$17.40	$18,175
2	Asphalt Concrete	452	TN	$70.00	$31,620
3	Aggregate Base	445	CY	$23.60	$10,497
	TOTAL CONSTRUCTION COST				$60,291

5	Revised Cost: Perris Boulevard Improvement - Seg. 1 - Gentian North				
Item	Description of Construction Items	Quantity	Unit	Unit Cost	Item Cost
1	Roadway Excavation	976	CY	$17.40	$16,982
2	Asphalt Concrete	583	TN	$70.00	$40,821
3	Aggregate Base	311	CY	$23.60	$7,348
4	12" CLSM	113	CY	$120.00	$13,560
	TOTAL CONSTRUCTION COST				$78,711
				Total Cost Difference	$18,420
				AC Cost Difference	$9,201
				AB Cost Difference	-$3,149

6	Bid Cost: Perris Boulevard Seg. 2 Estimates - Cactus to Delphinium				
Item	Description of Construction Items	Quantity	Unit	Bid Unit Cost	Item Cost
1	Roadway Excavation	1,854	CY	$20.20	$37,449
2	Asphalt Concrete	813	TN	$70.00	$56,909
3	Aggregate Base	789	CY	$24.00	$18,945
	TOTAL CONSTRUCTION COST				$113,303

6	Revised Cost: Perris Boulevard Seg. 2 Estimates - Cactus to Delphinium				
Item	Description of Construction Items	Quantity	Unit	Unit Cost	Item Cost
1	Roadway Excavation	1,619	CY	$20.20	$32,709
2	Asphalt Concrete	1,137	TN	$70.00	$79,590
3	Aggregate Base	302	CY	$24.00	$7,248
4	12" CLSM	375	CY	$120.00	$44,960
	TOTAL CONSTRUCTION COST				$164,507
				Total Cost Difference	$51,204
				AC Cost Difference	$22,681
				AB Cost Difference	-$11,697

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PROJECT'S DETAILED COST ESTIMATE

7	New Pavement Section Cost: Perris Boulevard Seg. 2 Estimates - East of Delphinium Intersection				
	From Station 392+21.95 to Sta.393+19.67				
Item	Description of Construction Items	Quantity	Unit	Bid Unit Cost	Item Cost
1	Roadway Excavation	132	CY	$20.20	$2,670
2	Asphalt Concrete	61	TN	$70.00	$4,298
3	Aggregate Base	57	CY	$24.00	$1,358
	TOTAL CONSTRUCTION COST				$8,326

7	New Revised Section Cost: Perris Boulevard Seg. 2 Estimates - East of Delphinium Intersection				
	From Station 392+21.95 to Sta.393+19.67				
Item	Description of Construction Items	Quantity	Unit	Unit Cost	Item Cost
1	Roadway Excavation	98	CY	$20.20	$1,981
2	Asphalt Concrete	107	TN	$70.00	$7,485
3	Aggregate Base	0	CY	$24.00	$0
4	12" CLSM	28	CY	$120.00	$3,409
	TOTAL CONSTRUCTION COST				$12,874

Total Cost Difference	$4,549
AC Cost Difference	$3,186
AB Cost Difference	$1,358

Grand Total Cost Difference	$167,518
Grand AC Cost Difference	$83,765
Grand AB Cost Difference	$35,684
Grand AC+AB Difference	$48,082

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: February 26, 2013

TITLE: APPROVE THE COOPERATIVE AGREEMENT WITH RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR THE MORENO MASTER DRAINAGE PLAN LINE F, STAGE 2, AND AUTHORIZE THE APPROPRIATION OF FUNDS, PROJECT NO. 804 0005 70 77

RECOMMENDED ACTION

Recommendations:

1. Approve the Cooperative Agreement with Riverside County Flood Control and Water Conservation District (the District) for the Moreno Master Drainage Plan Line F, Stage 2, subject to final acceptance of any changes by the City Manager and City Attorney, as well as approval of the appropriation of monies subject to the County Board of Supervisors approving the Cooperative Agreement and funding.

2. Authorize the City Manager to execute the Cooperative Agreement upon concurrence by the District.

3. Authorize the City Manager to approve any minor changes that may be requested by the District subject to the approval of the City Attorney.

4. Authorize the City Manager to execute any future amendments subject to the approval of the City Attorney.

5. Authorize the following appropriations: Revenue appropriation of up to $4,000,000 (3002-99-99-93002); Expense appropriation of up to $4,000,000 (3002-70-77-80004) in the Public Works General Capital Projects fund.

BACKGROUND

On February 23, 1999, the City Council certified an Environmental Impact Report and a Statement of Overriding Findings which was approved in conjunction with the adoption of the Aquabella Specific Plan (SP 218) (previously Moreno Valley Field Station Specific Plan). The current proposed Cactus Avenue and Nason Street improvements were described and included as part of the approved Aquabella Specific Plan.

On November 22, 2005, the City Council approved an Addendum to the previously certified EIR for the Aquabella Specific Plan.

On December 13, 2005, the City Council, adopted an Ordinance for the Development Agreement and approved the Aquabella Specific Plan Amendment.

On April 26, 2011, the City Council approved an Economic Development Action Plan that re-sequenced Capital Improvement projects to accelerate the street improvements on Cactus Avenue between Lasselle Street and Nason Street, and the extension of Nason Street southerly to connect Cactus Avenue with Iris Avenue.

On June 14, 2011, the City Council approved the Fiscal Year 2011/2012 Capital Improvement Program budget for Cactus Avenue between Lasselle Street and Nason Street, and the extension of Nason Street southerly to connect Cactus Avenue with Iris Avenue.

On March 13, 2012, the City Council approved the award of the construction contract for the Cactus Avenue/Nason Street Improvement Project to Sully-Miller Contracting Company. The Cactus Avenue/Nason Street Improvement Project included flood control facilities of storm drain Line I, J, J-9 and channel Line F, Stage 2 and as part of that City Council Staff Report, it was stated that the project is within the scope of the previously certified Environmental Impact Report and that none of the conditions that call for a Subsequent Environmental Impact Report have occurred. Unfortunately, sufficient funding was not available at that time to fund the ultimate improvements for the flood control channel Line F, Stage 2.

The proposed Moreno Drainage Plan Line F, Stage 2 project will comply with applicable mitigation measures included in the Mitigation Monitoring and Reporting Program that was approved with previously certified Environmental Impact Report.

DISCUSSION

In late October 2012, City staff revisited the funding of Moreno Master Drainage Plan (MDP) Line F, Stage 2 with the District. Following the District's mid-year budget review, sufficient funds in the amount of up to $4 Million were available to assist the City with the completion of MDP Line F, Stage 2, and the District has provided a Cooperative Agreement to stipulate the terms and conditions. In addition to the District's maximum monetary contribution in the amount of $4 Million, the Cooperative Agreement indicates that the City will prepare the bidding documents, advertise and administer the project

construction, convey necessary right of way to the District and when construction is complete to the District's satisfaction, the District will take over the ownership and maintenance of the improvements.

The limits of improvements for the proposed MDP Line F, Stage 2 are approximately 4,500 feet long and starts 800 feet west of Oliver Street to join the existing improved channel in the proximity of Grande Vista Drive and Iris Avenue intersection. The work involved is to fully improve the existing earthen trapezoidal flood control channel with concrete lining. This will complete a 'missing gap' of fully improved MDP Line F between Cactus Avenue and the southerly City limit, a distance of 5.5 Miles. It will also complete a majority of the public infrastructure in the City center area to help the City promote and attract new medical related developments, furthering and building upon the expansions underway by surrounding medical facilities which is consistent with the City's Economic Development Action Plan approved by the City Council in April 2011.

The construction of MDP Line F, Stage 2 will ultimately convey approximately 7,000 cubic feet per second of drainage runoff including concentrated flows from the newly built 10,000 feet of Lines I, J-9 and J storm drains.

ALTERNATIVES

1. Approve and authorize the recommended action as presented in this staff report. *This alternative will provide for the timely construction of Moreno MDP Line F, Stage 2.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the construction of Moreno MDP Line F, Stage 2, which may lead to loss of funds currently offered by the District*

FISCAL IMPACT

Pursuant to the terms of the subject Cooperative Agreement between the District and the City, the District will contribute up to $4,000,000 to construct MDP Line F, Stage 2 flood control channel. There is no impact on the General Fund.

Budget Appropriation

Cat.	Fund	Project No (PN) G/L Account (GL)	Type	Original Budget	Proposed Adjustment	Revised Budget
CIP	Revenue	G/L – 3002-99-99-93002	REV	$0	$0	$4,000,000
CIP	Public Works General Capital Projects Fund (3002)	PN – 804 0005 70 77	EXP	$0	$4,000,000	$4,000,000
		G/L – 3002-70-77-80004		$3,958,713	$4,000,000	$7,958,713

TOTAL FUNDS FOR CONSTRUCTION:

Fiscal Year 2012/2013:

(G/L No. 3002-70-77-80004, PN 804 0005 70 77) Appropriation..... $4,000,000

Total Budget..... $4,000,000

ESTIMATED PROJECT COSTS:

Design Phase Costs	$50,000
Contractor Construction Costs (includes Contingency)	$3,650,000
Construction Design Support Services	$60,000
Construction Survey Services	$40,000
Construction Geotechnical Services	$60,000
Project Administration *	$140,000
Total Estimated Project Costs	$4,000,000

** Public Works and consultant staff will provide Project Administration including inspection services.*

ANTICIPATED PROJECT SCHEDULE:

Start Construction	May/June 2013
Anticipated Completion of Construction	October/November 2013

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

Pursuant to the proposed Cooperative Agreement with the Riverside County Flood Control and Water Conservation District, the District will contribute up to $4 Million for the City to complete 4,500 feet of the Moreno Master Drainage Plan Line F, Stage 2 flood control channel.

ATTACHMENTS

Attachment 1: Location Map
Attachment 2: Cooperative Agreement

Prepared By:
Viren A. Shah, P.E.
Consultant Project Manager

Department Head Approval:
Barry Foster
Community and Economic Development Director

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

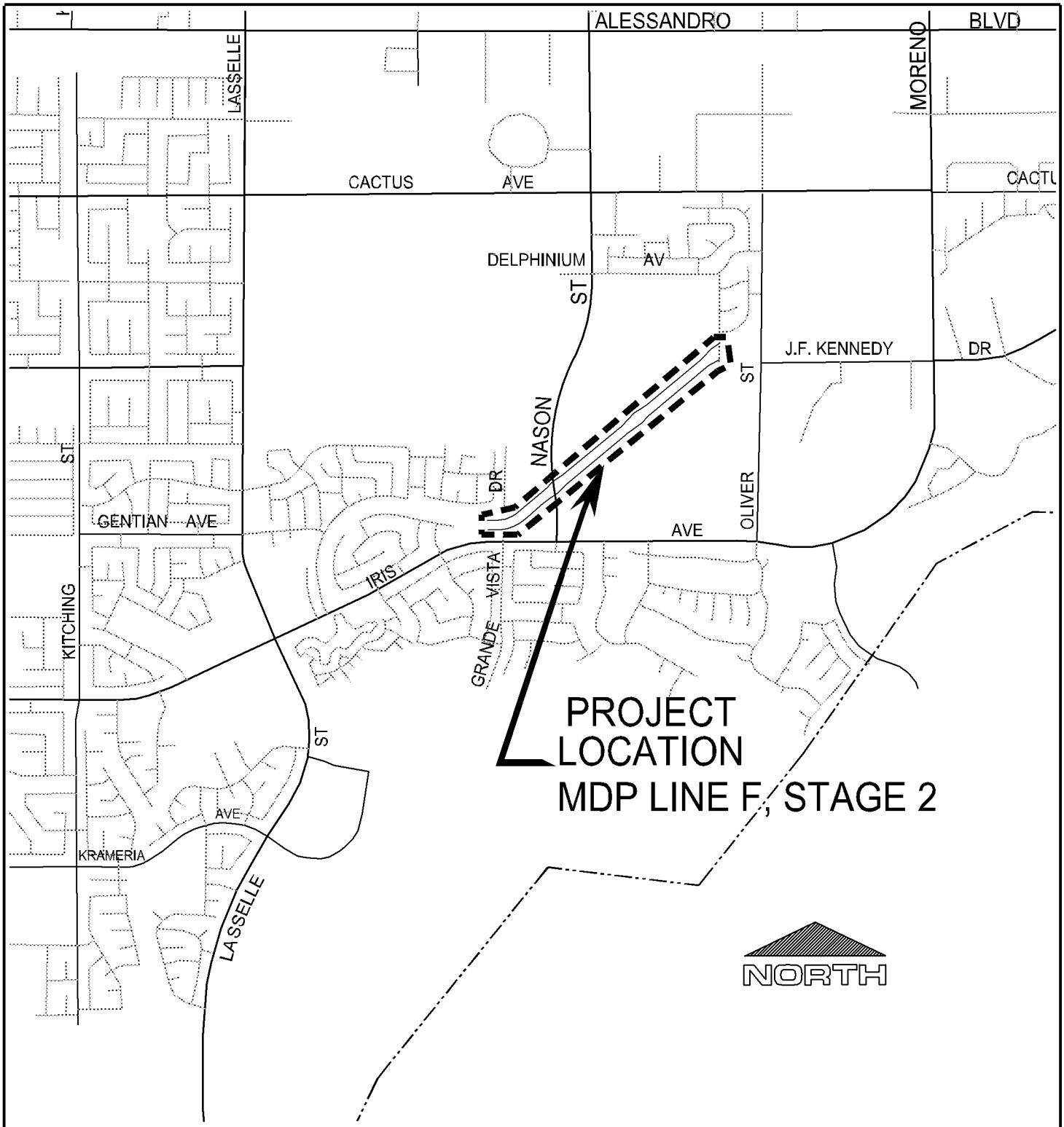

LOCATION MAP

CITY OF MORENO VALLEY
DECEMBER 3, 1984

Public WorksDepartment
Capital Projects Division

Scale: None

ATTACHMENT 1

MORENO MASTER DRAINAGE PLAN
LINE F, STAGE 2 CHANNEL IMPROVEMENTS
PROJECT NUMBER 804 0005 70 77

Date: 04 Feb 13 – 2:43 pm
File: W:\CapProj\CapProj\PROJECTS\Viren – 804 0005 70 77 Line F\Design Phase\Auto CAD\Location_Map\Location Map.dwg
User: deepaks

COOPERATIVE AGREEMENT
Moreno Master Drainage Plan Line F, Stage 2
(Project No. 4-0-00752)

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", and the CITY OF MORENO VALLEY, hereinafter called "CITY", hereby agree as follows:

RECITALS

A. DISTRICT, CITY and Moreno Valley Properties, L.P. previously entered into that certain cooperative agreement, hereinafter called "AGREEMENT", dated June 17, 2008, providing for Moreno Valley Properties, L.P. to construct Moreno Master Drainage Plan (MDP) Line F, Stage 2 project in order to provide flood protection and drainage for its planned development of Parcel Map No. 33532; and

B. Pursuant to AGREEMENT, CITY and DISTRICT reviewed and approved the improvement plans for Moreno MDP Line F, Stage 2 project as shown on District Drawing No. 4-912 on November 9, 2007 and October 31, 2008, respectively; and

C. At the Moreno Valley Properties, L.P.'s request due to unfavorable changes in market conditions following the execution of AGREEMENT, DISTRICT, CITY and Moreno Valley Properties, L.P. entered into that certain other agreement, hereinafter called "TERMINATION AGREEMENT", dated May 18, 2010, setting forth the terms and conditions by which DISTRICT, CITY and Moreno Valley Properties, L.P. were each released from their respective obligations set forth in AGREEMENT; and

D. CITY now wishes to expedite the construction of the Moreno MDP Line F, Stage 2 project; and

E. The Moreno MDP Line F, Stage 2 project consists of the construction of (i) approximately 4,500 lineal feet of concrete trapezoidal channel, hereinafter called

"CHANNEL", as shown in concept in green on Exhibit "A" attached hereto and made a part hereof, and (ii) thirteen (13) underground storm drain segments, totaling approximately 1,200 lineal feet, and their associated outlet structures that are to be located within portions of DISTRICT'S future CHANNEL right of way, hereinafter called "LATERALS", as shown in concept in red on Exhibit "A". At the downstream terminus of CHANNEL, CHANNEL connects to DISTRICT'S existing Line F Channel, as shown on DISTRICT Drawing No. 4-527. Construction of CHANNEL also includes the removal and replacement of approximately 470 lineal feet of DISTRICT's existing Line F Channel. Together, CHANNEL and LATERALS are hereinafter called "DISTRICT DRAINAGE FACILITIES"; and

F. Associated with the construction of DISTRICT DRAINAGE FACILITIES is the construction of a mitigation channel and various lateral storm drain facilities, hereinafter called "APPURTENANCES", which are to be located outside of DISTRICT'S future CHANNEL right of way. Together, DISTRICT DRAINAGE FACILITIES and APPURTENANCES are hereinafter called "PROJECT"; and

G. CITY desires DISTRICT to contribute funding towards CITY'S construction of PROJECT; and

H. CITY also desires DISTRICT to accept ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES, with the recognition and understanding that the actual acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance by DISTRICT is entirely dependent upon the execution of this Cooperative Agreement and DISTRICT DRAINAGE FACILITIES being constructed in strict accordance with plans and specifications approved by DISTRICT; and

I. DISTRICT wishes to provide a financial contribution as set forth herein in support of CITY's efforts to construct PROJECT; and

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J. DISTRICT'S financial contributions shall be as follows:

(i) One hundred percent (100%) of the lowest responsible bid contract price for PROJECT, hereinafter called "INITIAL CONTRIBUTION", plus up to an additional ten percent (10%) to offset any construction contract change orders, hereinafter called "CHANGE ORDERS CONTRIBUTION"; and

(ii) An additional ten percent (10%) of the lowest responsible bid contract price to offset CITY's costs associated with construction contract administration, construction inspection, construction survey and materials testing services, hereinafter called "ADMINISTRATIVE CONTRIBUTION"; and.

K. Altogether, INITIAL CONTRIBUTION, CHANGE ORDERS CONTRIBUTION and ADMINISTRATIVE CONTRIBUTION are hereinafter called "DISTRICT TOTAL CONTRIBUTION". DISTRICT TOTAL CONTRIBUTION shall not exceed a total sum of four million dollars ($4,000,000) ; and

L. The purpose of this Cooperative Agreement is to memorialize the understandings by and between CITY and DISTRICT with respect to the funding, design, construction, inspection, ownership, operation and maintenance of PROJECT.

NOW THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties hereto mutually agree as follows:

SECTION I

CITY shall:

1. Pursuant to the California Environmental Quality Act (CEQA), act as sole Lead Agency and assume responsibility for the preparation, circulation, and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT.

2. Prior to advertising PROJECT for construction, submit to DISTRICT for review and approval any changes to the PROJECT plans as previously approved by DISTRICT on October 31, 2008, hereinafter called "PROJECT PLANS".

3. Obtain, at its sole cost and expense, all necessary licenses, permits, agreements, approvals, rights of way, rights of entry and temporary construction easements as may be necessary to construct, inspect, operate and maintain PROJECT.

4. Submit to DISTRICT for review and approval copies of all permits, approvals or agreements as may be required by any Federal, State or local resource and/or regulatory agency for the construction, operation and maintenance of PROJECT prior to CITY's acceptance or execution thereof. Such documents, hereinafter called "REGULATORY PERMITS", may include, but are not limited to, a Section 404 permit issued by the U.S. Army Corps of Engineers, a Streambed Alteration Agreement issued by the California Department of Fish and Game, a Section 401 Water Quality Certification issued by the California Regional Water Quality Control Board (CRWQCB) and National Pollutant Discharge Elimination System Permit issued by the State Water Resources Control Board or CRWQCB.

5. Advertise, award and administer a public works construction contract for the PROJECT.

6. Provide DISTRICT with written notice that CITY has awarded a construction contract for PROJECT. The written notice shall include the Contractor's actual bid amount for PROJECT, which shall establish the amount for INITIAL CONTRIBUTION as set forth herein.

7. Invoice DISTRICT for one hundred percent (100%) of INITIAL CONTRIBUTION and an additional ten percent (10%) for ADMINISTRATIVE CONTRIBUTION, at the time of providing written notice to DISTRICT of the award of a construction contract, as set forth in Section I.6.

8. Endeavor to begin PROJECT construction within twelve (12) months of execution of this Agreement.

9. Keep an accurate accounting of all construction change orders; payment vouchers and any other construction contract documents as may be necessary to establish the actual cost of construction change orders for PROJECT.

10. Construct or cause to be constructed, PROJECT pursuant to a CITY administered public works construction contract, in accordance with DISTRICT approved PROJECT PLANS, and pay all costs associated therewith.

11. Inspect PROJECT construction or cause PROJECT's construction to be inspected by its construction manager.

12. Furnish, or cause its construction manager to furnish all construction survey and materials testing services necessary to construct PROJECT.

13. Grant DISTRICT, by execution of this Agreement, the right to enter upon property owned or controlled by CITY where necessary and convenient for the purpose of gaining access to, and performing inspection service for, the construction of PROJECT.

14. Not permit any change to, or modification of, the DISTRICT approved PROJECT PLANS without DISTRICT's prior written consent. Failure to do so shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to provide written notice to CITY that DISTRICT is unable to perform its obligations hereunder, nor to accept responsibility for ownership, operation and maintenance of DISTRICT DRAINAGE FACILITIES due, either in whole or in part, to said breach of this Agreement.

15. Require its PROJECT construction contractor(s) to procure and maintain comprehensive liability insurance which shall protect DISTRICT and County of Riverside from claims for damages for personal injury, including accidental or wrongful death, as well as from

claims for property damage, which may arise from CITY's or its contractor's(s') construction of PROJECT or the performance of its obligations hereunder, whether such construction or performance be by CITY, the aforementioned construction contractor(s), or any subcontractors to said construction contractor(s), or by anyone employed directly or indirectly by said construction contractor(s) or subcontractors. Such insurance shall provide for coverage limits of not less than two million dollars ($2,000,000) per occurrence and shall name DISTRICT and County of Riverside as additional insureds with respect to this Agreement and the obligations of CITY hereunder. Said insurance coverage shall be provided by an insurance company licensed to transact insurance business in the State of California, having an A.M. Best rating of A: VIII (A:8) or better, and shall be evidenced by a certificate (or certificates) of insurance indicating that the insurance is in full force and effect and that the DISTRICT and the County of Riverside are named as additional insureds. Said certificate(s) of insurance shall contain the covenant of the insurance carrier(s) that sixty (60) days written notice shall be provided to DISTRICT prior to any modification, cancellation, or reduction in coverage of said insurance.

Prior to CITY issuing a Notice to Proceed to its construction contractor(s) to begin construction of PROJECT, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT.

16. Require its construction contractor(s) to comply with all Cal/OSHA safety regulations, including regulations concerning confined space and maintain a safe working environment for all CITY and DISTRICT employees on the site.

17. Within two (2) weeks of completing PROJECT construction, provide DISTRICT (Attention: Contract Administration Section) with written notice that PROJECT construction is substantially complete and request DISTRICT to conduct a final inspection of PROJECT.

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18. Assume ownership and sole responsibility for the operation and maintenance of PROJECT until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES as set forth herein. CITY shall continue thereafter to own and have sole responsibility for the operation and maintenance of APPURTENANCES.

19. Upon completion of PROJECT construction but prior to DISTRICT'S acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, provide or cause its construction manager to provide DISTRICT with appropriate engineering documentation necessary to establish that PROJECT was constructed in accordance with DISTRICT approved PROJECT PLANS.

20. Upon completion of PROJECT construction but prior to DISTRICT's acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, provide or cause its civil engineer of record or construction civil engineer of record, duly registered in the State of California, to provide DISTRICT with a redlined "RECORD DRAWINGS" copy of PROJECT plans. After DISTRICT approval of the redlined "RECORD DRAWINGS", CITY'S engineer shall schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT'S original mylars at DISTRICT'S office, after which the CITY's engineer shall review, stamp and sign PROJECT plans "RECORD DRAWINGS".

21. Upon completion of PROJECT construction and settlement of any outstanding claims, provide DISTRICT with a copy of the CITY's recorded Notice of Completion prior to DISTRICT's acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance.

22. Upon completion of PROJECT construction but prior to DISTRICT's acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, convey or

cause to be conveyed to DISTRICT (i) fee ownership, in a form approved by DISTRICT, for the rights of way as shown in concept cross-hatched in blue on Exhibit "B", (ii) drainage and flood control easements, in a form approved by DISTRICT, for the rights of way as shown in concept cross-hatched in orange on Exhibit "B", and (iii) ingress and egress easement(s), in a form approved by DISTRICT, for the rights of way as shown in concept cross-hatched in green and in red on Exhibit "B".

23. At the time of recordation of the conveyance document(s) set forth in Section I.22.(i), furnish DISTRICT with a policy of title insurance, in an amount of not less than one hundred percent (100%) of the estimated fee value, as determined by DISTRICT for each parcel to be conveyed to DISTRICT in fee, guaranteeing DISTRICT's interest in said property as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases (recorded and unrecorded), and except those which, in the sole discretion of DISTRICT, are deemed acceptable.

24. At the time of recordation of the conveyance document(s) set forth in Sections I.22.(ii) and (iii), furnish DISTRICT with policies of title insurance, each in an amount of not less than fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each easement parcel to be conveyed to DISTRICT, guaranteeing DISTRICT's interest in said property as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases (recorded and unrecorded), and except those which, in the sole discretion of DISTRICT, are deemed acceptable.

25. Upon DISTRICT's acceptance of DISTRICT DRAINAGE FACILITIES for operation and maintenance, submit a final invoice to DISTRICT for CHANGE ORDERS CONTRIBUTION up to a maximum of ten percent (10%) of INITIAL CONTRIBUTION, it being further provided that the DISTRICT TOTAL CONTRIBUTION shall not exceed a total

maximum amount of four million dollars ($4,000,000). The invoice shall include a final accounting of all construction change orders and any supporting documents as set forth in Section I.9.

SECTION II

DISTRICT shall:

1. Act as a Responsible Agency under CEQA, and take all necessary and appropriate action to comply with CEQA.

2. Review and approve any changes made to PROJECT PLANS prior to CITY advertising of construction contract.

3. Pay CITY, within sixty (60) days after receipt of appropriate invoice as set forth in Section I.7, INITIAL CONTRIBUTION plus ADMINISTRATIVE CONTRIBUTION.

4. Review and approve all necessary REGULATORY PERMITS. DISTRICT may withhold approval of such document(s) when, in the sole judgment of DISTRICT's General Manager-Chief Engineer, the said document(s) unreasonably constrains, inhibits or impairs DISTRICT's ability to inspect, operate and maintain DISTRICT DRAINAGE FACILITIES.

5. At its sole cost and expense, conduct period inspections of DISTRICT DRAINAGE FACILITIES construction for quality control purposes and provide any comments to CITY's designated PROJECT construction manager.

6. Upon receipt of CITY'S written notice that PROJECT construction is substantially complete as set forth in Section I.17, conduct a final inspection of DISTRICT DRAINAGE FACILITIES.

7. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES upon (i) DISTRICT inspection of DISTRICT DRAINAGE FACILITIES in accordance with Section I.17, (ii) DISTRICT acceptance of

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DISTRICT DRAINAGE FACILITIES as being complete, (iii) DISTRICT receipt of CITY'S recorded Notice of Completion as set forth in Section I.21, (iv) DISTRICT receipt of appropriate engineering documentation as set forth in Section I.19, (v) DISTRICT receipt of stamped and signed RECORD DRAWINGS of PROJECT plans as set forth in Section I.20, (vi) recordation of all conveyance documents described in Section I. 22, and (vii) DISTRICT'S sole determination that DISTRICT DRAINAGE FACILITIES are in a satisfactorily maintained condition.

8. Pay CITY, within sixty (60) days after receipt of appropriate invoice as set forth in Section I.25, CHANGE ORDERS CONTRIBUTION up to a maximum of ten percent (10%) of INITIAL CONTRIBUTION provided the DISTRICT TOTAL CONTRIBUTION does not exceed a total maximum sum of four million dollars ($4,000,000).

SECTION III

It is further mutually agreed:

1. DISTRICT TOTAL CONTRIBUTION shall not exceed a total maximum sum of four million dollars ($4,000,000) and shall be used by CITY solely for the purpose of constructing DISTRICT DRAINAGE FACILITIES.

2. Except as otherwise provided herein, all construction work involved with PROJECT shall be inspected by CITY and shall not be deemed complete until approved and accepted as complete by CITY.

3. DISTRICT personnel may observe and inspect all work being done on PROJECT but shall provide any comments to CITY personnel who shall be responsible for all communications with CITY'S construction contractor(s).

4. Prior to DISTRICT'S acceptance of ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES, DISTRICT DRAINAGE

FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, in the sole discretion of DISTRICT, DISTRICT DRAINAGE FACILITIES is not in an acceptable condition, corrections will be made at sole expense of CITY.

5. CITY shall indemnify, defend, save and hold harmless DISTRICT and County of Riverside (including their respective officers, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to CITY (including its officers, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

6. DISTRICT shall indemnify, defend, save and hold harmless CITY (including its officers, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to DISTRICT (including its officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

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7. Any waiver by DISTRICT or by CITY of any breach of any one or more provisions of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision thereof. Failure on the part of DISTRICT or CITY to require from the other party exact, full and complete compliance with any of the provisions of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT or CITY from enforcement hereof.

8. Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Steve Thomas

CITY OF MORENO VALLEY
Post Office Box 88005
Moreno Valley, CA 92552-0805
Attn: Prem Kumar

9. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect without being impaired or invalidated in any way.

10. This Agreement is to be construed in accordance with the laws of the State of California.

11. This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right or action based upon the provisions of this Agreement.

12. This Agreement is the result of negotiations between the parties hereto, and with the advice and assistance of their respective counsel. No provision contained herein shall be construed against DISTRICT solely because, as a matter of convenience, DISTRICT prepared this Agreement in its final form.

13. Pursuant to Government Code Sections 895.4 and 895.6, if any party hereto is held liable upon any judgment for damages caused by a negligent or wrongful act or omission in connection with the performance of their respective duties and obligations set forth in this Agreement and pays in excess of its pro rata share in satisfaction of such judgment, such party shall be entitled to contribution from the other party to this Agreement. The pro rata share of each party for purposes of this Section shall be determined according to the comparative fault of the respective party, as between them.

In the event of any arbitration, action or suit brought by a party hereto against another party hereunder by reason of any breach on the part of the other party of any of the mutual covenants and agreements set forth herein or any other dispute between the parties concerning this Agreement, then, the prevailing party in any such action or dispute, whether by final judgment or arbitration award, shall be entitled to have and recover from the other party all costs and expenses of suit or claim, including but not limited to, attorneys' fees and experts' fees. This Section shall survive any termination of this Agreement.

14. Time is of the essence in prosecuting the work contemplated under this Agreement. In the event CITY does not award a public works construction contract for PROJECT and begin PROJECT construction within twelve (12) months of the execution of this Agreement, DISTRICT may terminate this Agreement for good cause upon providing CITY with a sixty (60) days written notice stating the extent and effective date of termination.

15. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof, and is a complete and exclusive statement of the terms and conditions thereof. This Agreement may be changed or modified only upon the written consent of the parties hereto.

//

MV00192909

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

.....
(to be filled in by the Clerk of the Board)

RECOMMENDED FOR APPROVAL:

By .....
WARREN D. WILLIAMS
General Manager-Chief Engineer

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By .....
MARION ASHLEY, Chairman
Riverside County Flood Control and Water Conservation District Board of Supervisors

APPROVED AS TO FORM:

PAMELA J. WALLS
County Counsel

By .....
NEAL R. KIPNIS
Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By .....
Deputy

(SEAL)

Cooperative Agreement
Moreno Valley MDP Line F, Stage 2
Project No. 4-0-00752
12/17/12
TT:blj

RECOMMENDED FOR APPROVAL:

By _____
AHMAD ANSARI
Public Works Director/City Engineer

CITY OF MORENO VALLEY

By _____
HENRY GARCIA
City Manager

APPROVED AS TO FORM:

By _____
City Attorney

ATTEST:

By _____
JANE HALSTEAD
City Clerk

(SEAL)

Cooperative Agreement
Moreno Valley MDP Line F, Stage 2
Project No. 4-0-00752
12/17/12
TT:blj

Exhibit A

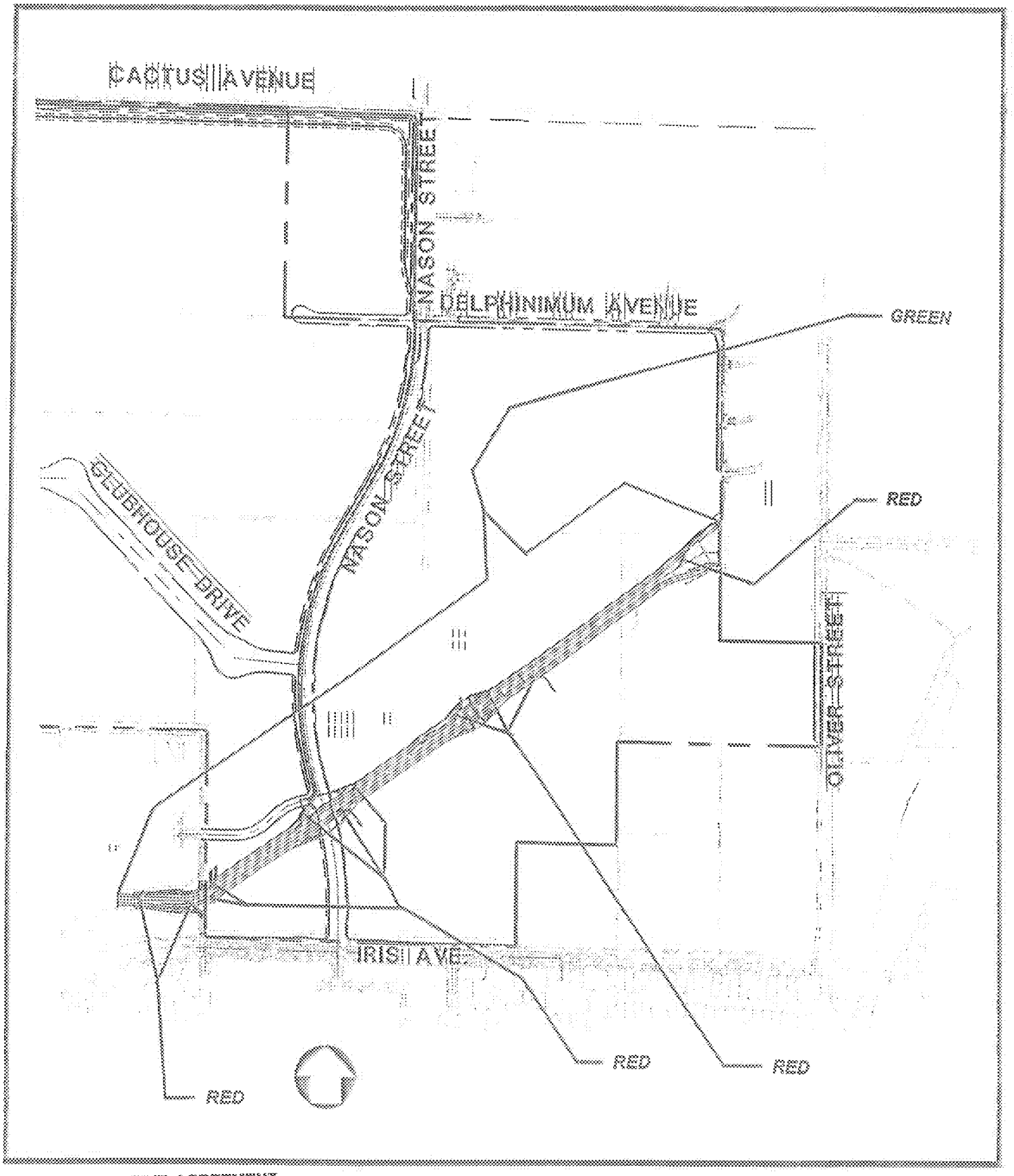

COOPERATIVE AGREEMENT
MORENO MDP LINE F, STAGE 2
4-0-00752

PAGE 1/1

MV00192912

Exhibit B

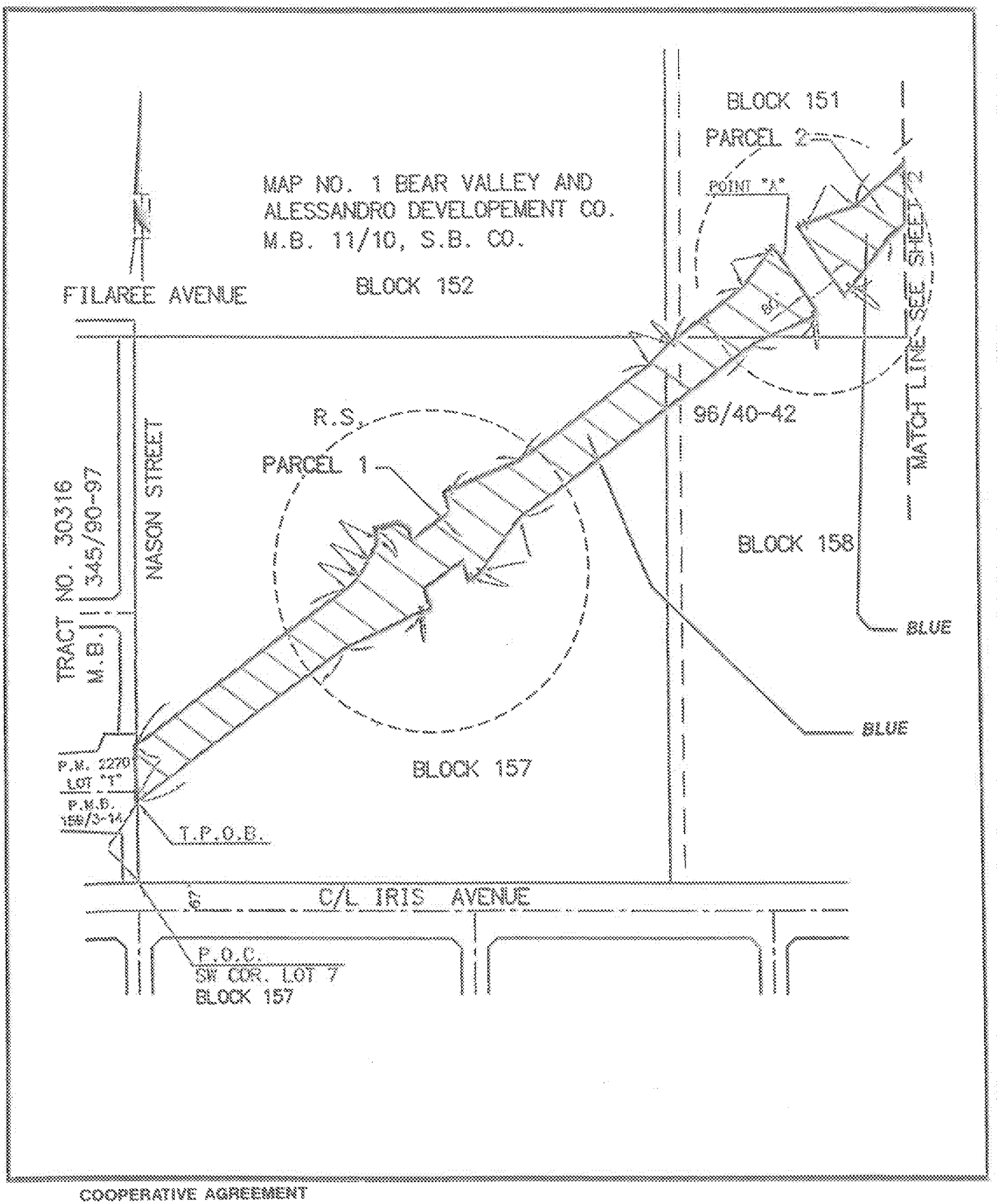

COOPERATIVE AGREEMENT
MORENO MDP LINE F, STAGE 2
4-0-00752

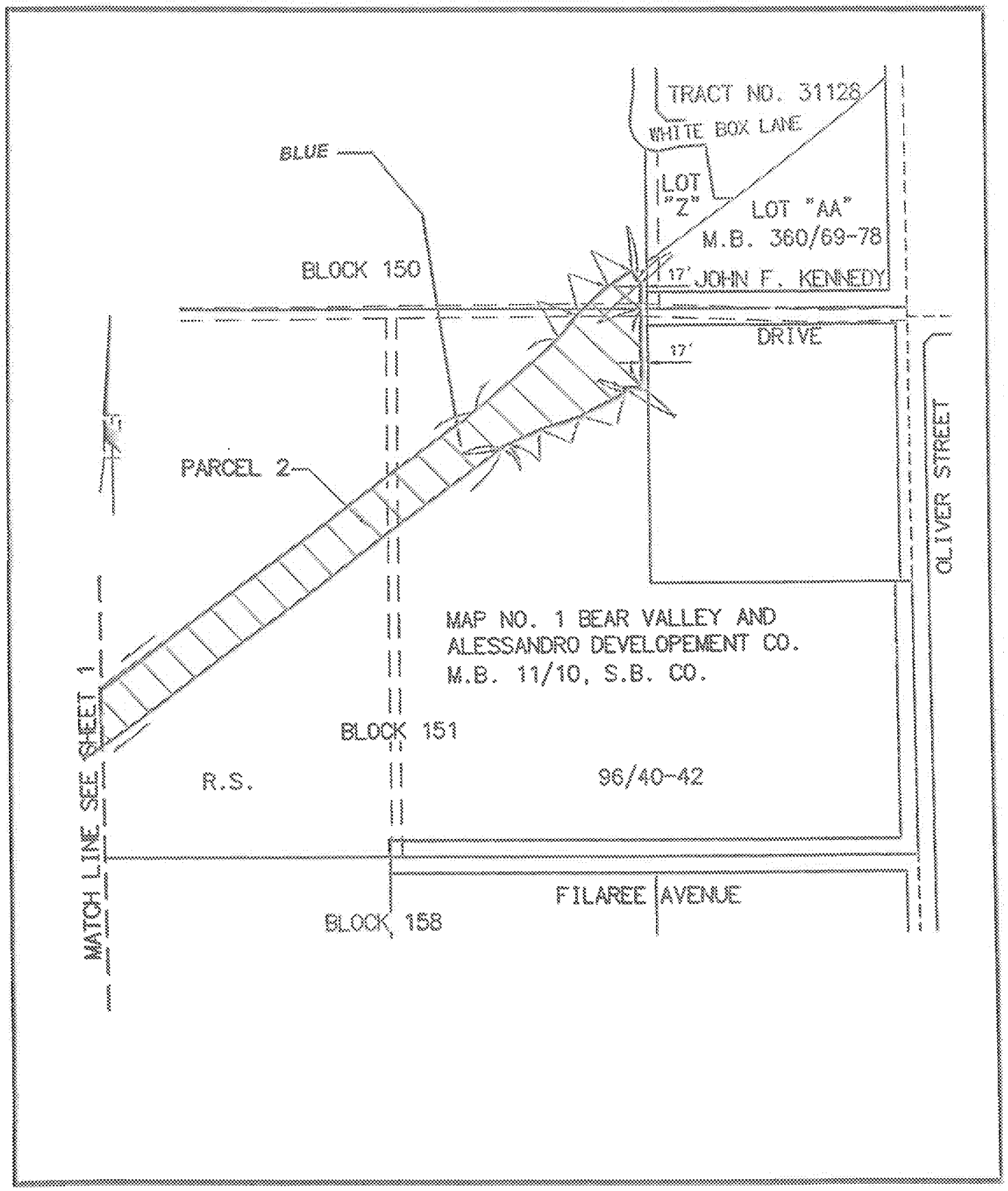
TRACT NO. 31128
WHITE BOX LANE
BLUE
LOT "Z"
LOT "AA"
M.B. 360/69-78
BLOCK 150
17'
JOHN F. KENNEDY
DRIVE
17'
OLIVER STREET
PARCEL 2
MAP NO. 1 BEAR VALLEY AND
ALESSANDRO DEVELOPEMENT CO.
M.B. 11/10, S.B. CO.
MATCH LINE SEE SHEET 1
BLOCK 151
R.S.
96/40-42
FILAREE AVENUE
BLOCK 158

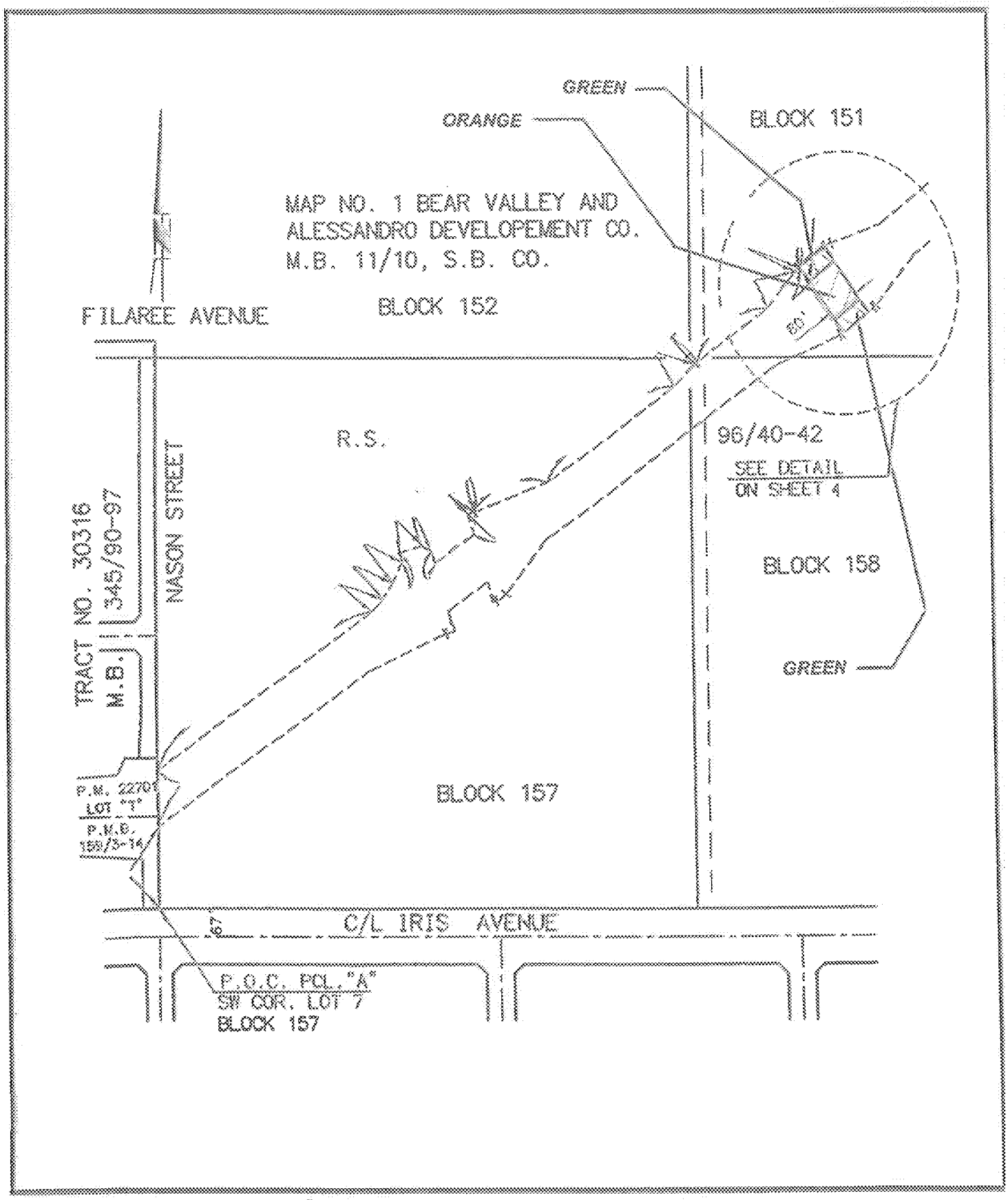
GREEN
ORANGE
BLOCK 151
MAP NO. 1 BEAR VALLEY AND
ALESSANDRO DEVELOPEMENT CO.
M.B. 11/10, S.B. CO.
BLOCK 152
FILAREE AVENUE
60'
R.S.
96/40-42
SEE DETAIL
ON SHEET 4
NASON STREET
TRACT NO. 30316
M.B. 345/90-97
BLOCK 158
GREEN
P.M. 22701
LOT "1"
P.M.B.
159/3-14
BLOCK 157
67'
C/L IRIS AVENUE
P.O.C. PCL."A"
SW COR. LOT 7
BLOCK 157

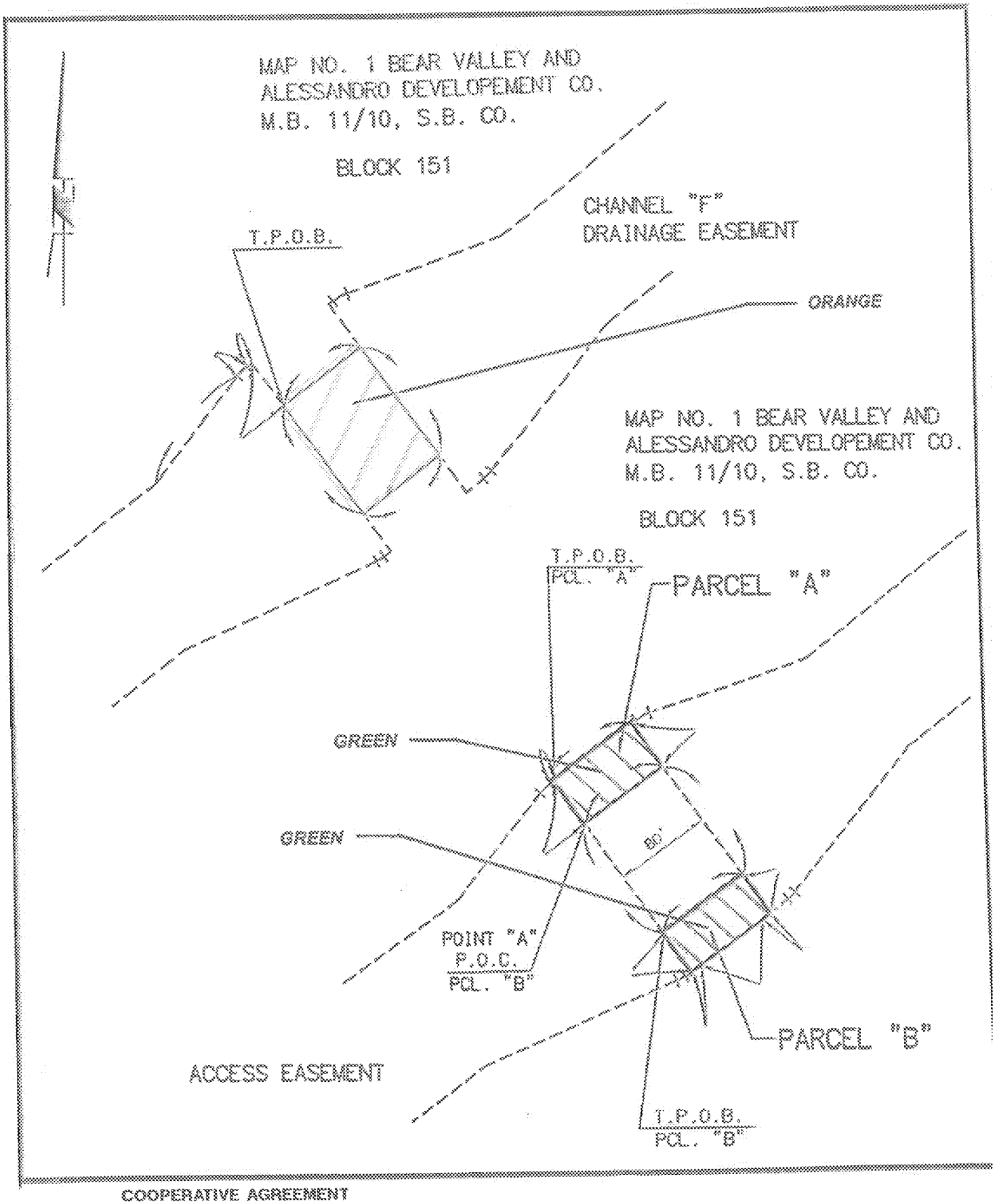
MAP NO. 1 BEAR VALLEY AND
ALESSANDRO DEVELOPEMENT CO.
M.B. 11/10, S.B. CO.
BLOCK 151
CHANNEL "F"
DRAINAGE EASEMENT
T.P.O.B.
ORANGE
MAP NO. 1 BEAR VALLEY AND
ALESSANDRO DEVELOPEMENT CO.
M.B. 11/10, S.B. CO.
BLOCK 151
T.P.O.B.
PCL. "A"
PARCEL "A"
GREEN
GREEN
80'
POINT "A"
P.O.C.
PCL. "B"
PARCEL "B"
ACCESS EASEMENT
T.P.O.B.
PCL. "B"

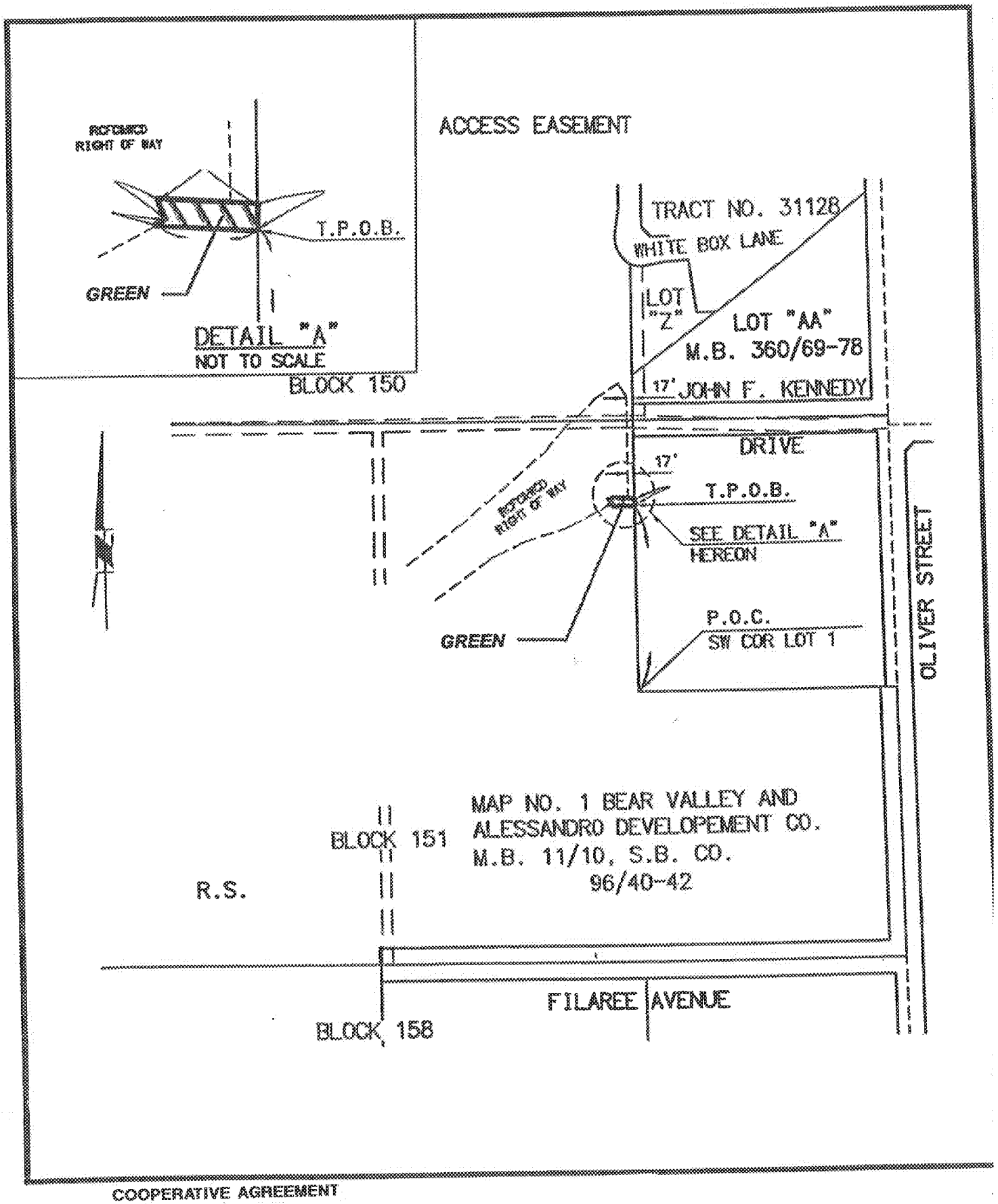
RECORDED
RIGHT OF WAY
T.P.O.B.
GREEN
DETAIL "A"
NOT TO SCALE
ACCESS EASEMENT
TRACT NO. 31128
WHITE BOX LANE
LOT "Z"
LOT "AA"
M.B. 360/69-78
BLOCK 150
17' JOHN F. KENNEDY
DRIVE
17'
T.P.O.B.
RECORDED
RIGHT OF WAY
SEE DETAIL "A"
HEREON
GREEN
P.O.C.
SW COR LOT 1
OLIVER STREET
MAP NO. 1 BEAR VALLEY AND
ALESSANDRO DEVELOPEMENT CO.
M.B. 11/10, S.B. CO.
96/40-42
BLOCK 151
R.S.
FILAREE AVENUE
BLOCK 158

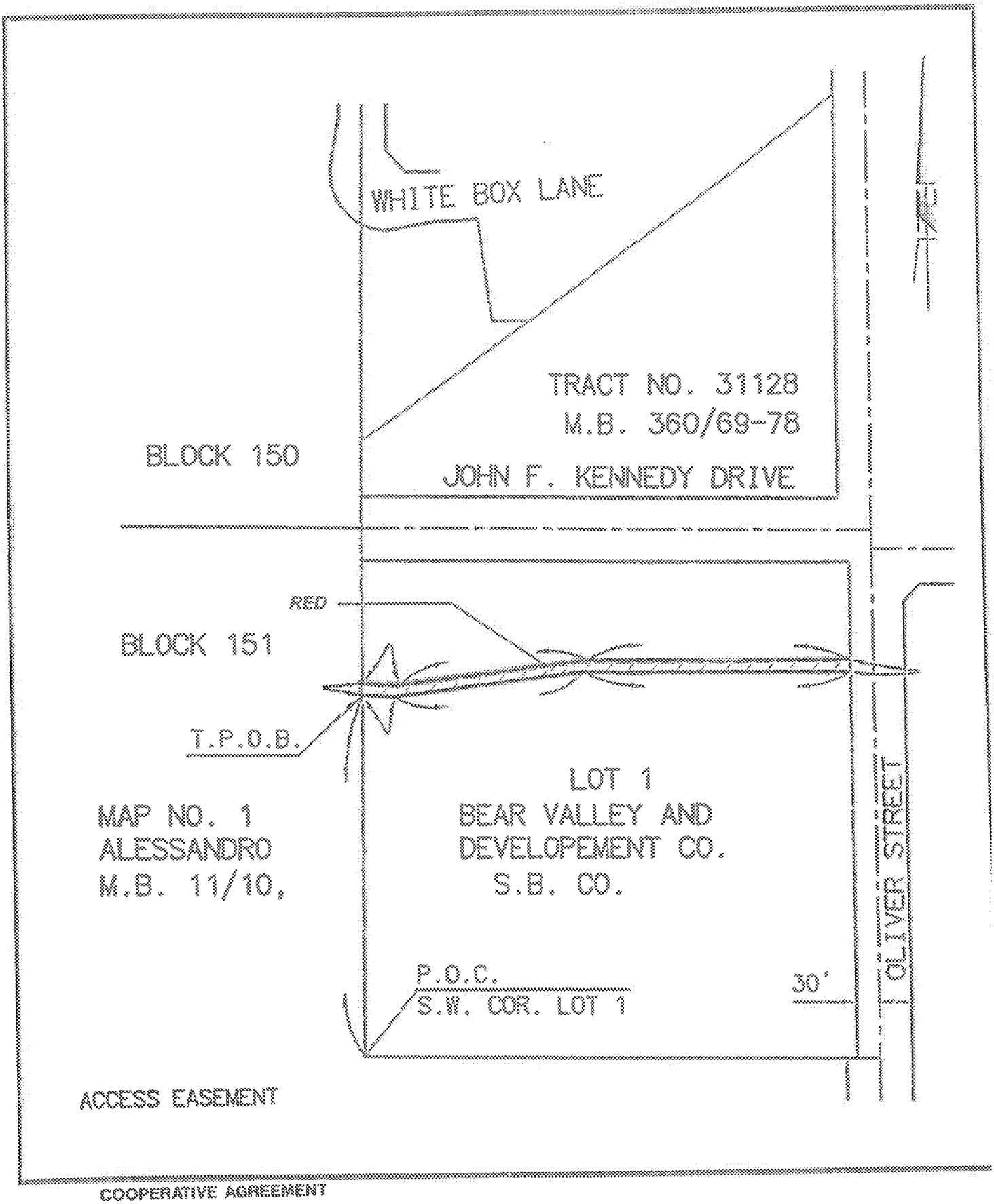
WHITE BOX LANE
TRACT NO. 31128
M.B. 360/69-78
BLOCK 150
JOHN F. KENNEDY DRIVE
RED
BLOCK 151
T.P.O.B.
LOT 1
BEAR VALLEY AND
DEVELOPEMENT CO.
S.B. CO.
MAP NO. 1
ALESSANDRO
M.B. 11/10,
P.O.C.
S.W. COR. LOT 1
30'
OLIVER STREET
ACCESS EASEMENT

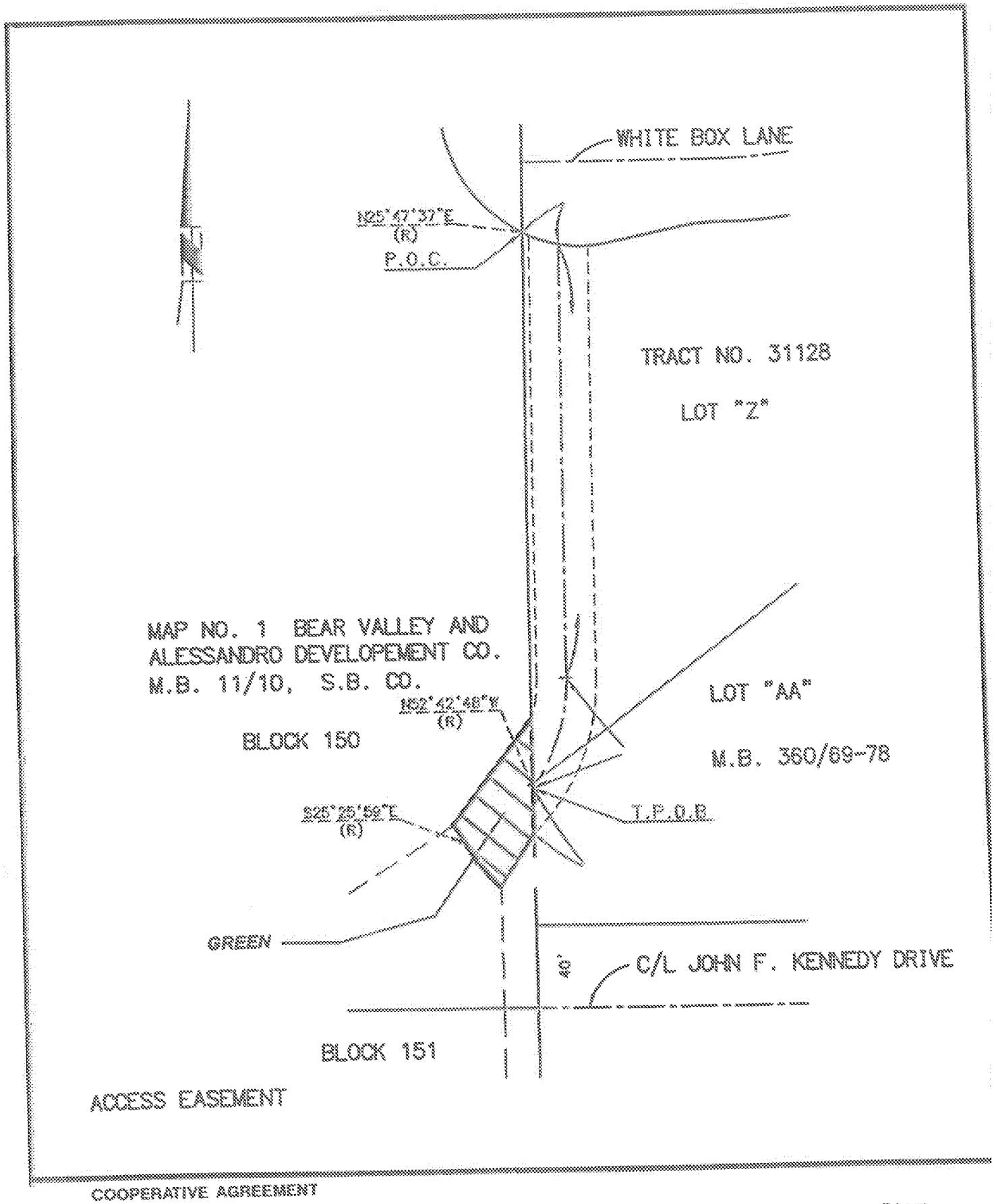
WHITE BOX LANE
N25°47'37"E
(R)
P.O.C.
TRACT NO. 31128
LOT "Z"
MAP NO. 1 BEAR VALLEY AND
ALESSANDRO DEVELOPEMENT CO.
M.B. 11/10, S.B. CO.
N52°42'48"W
(R)
BLOCK 150
LOT "AA"
M.B. 360/69-78
S25°25'52"E
(R)
T.P.O.B.
GREEN
C/L JOHN F. KENNEDY DRIVE
BLOCK 151
ACCESS EASEMENT

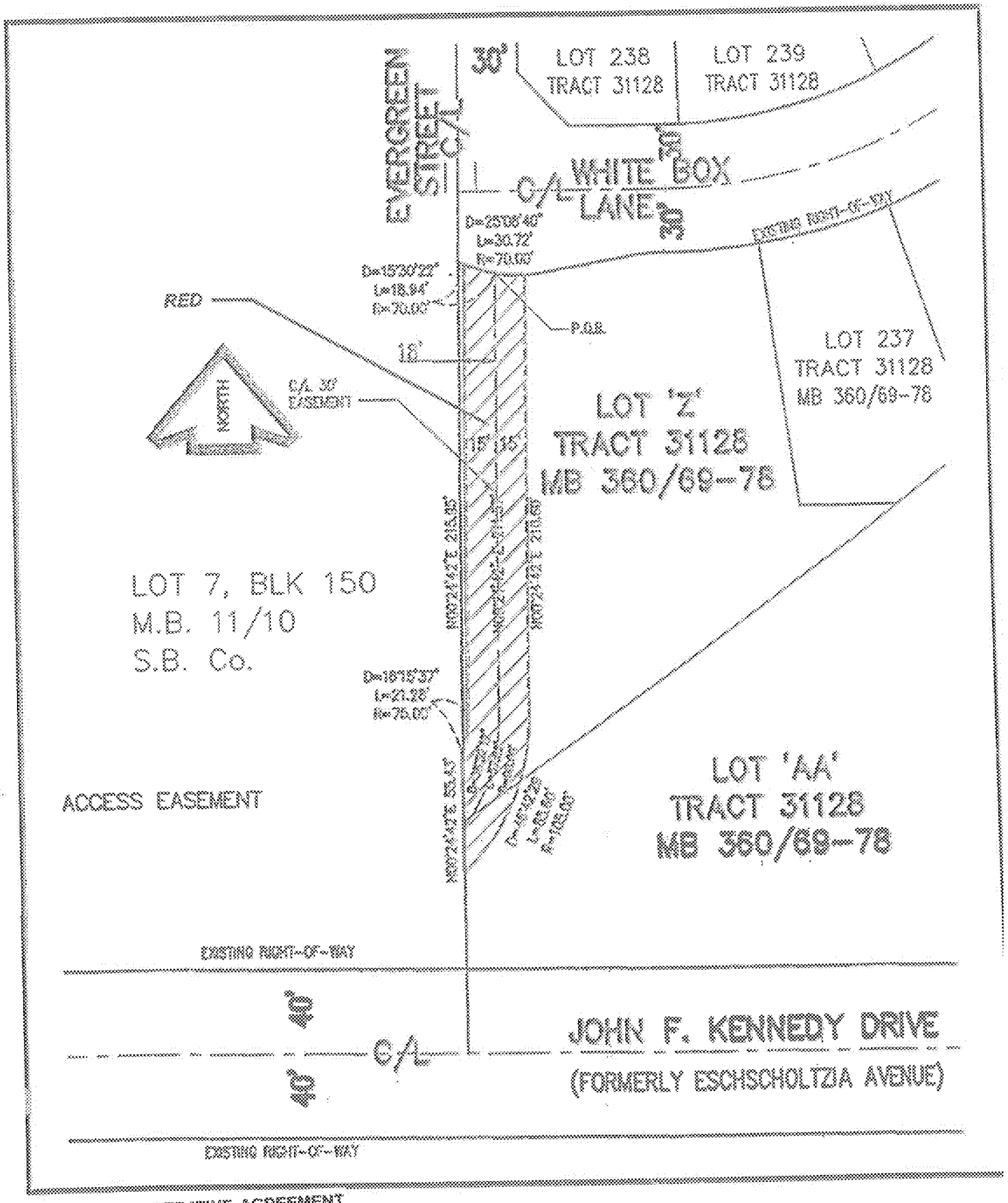
EVERGREEN STREET
C/L
30'
LOT 238
TRACT 31128
LOT 239
TRACT 31128
WHITE BOX
C/L
LANE
30'
EXISTING RIGHT-OF-WAY
D=25°06'40"
L=30.72'
R=70.00'
D=15°30'22"
L=18.94'
R=70.00'
RED
P.O.B.
18'
C/L 30' EASEMENT
NORTH
LOT 237
TRACT 31128
MB 360/69-78
LOT 'Z'
TRACT 31128
MB 360/69-78
15'
15'
N00°24'42"E 213.95'
N00°24'42"E 211.69'
LOT 7, BLK 150
M.B. 11/10
S.B. Co.
D=16°15'37"
L=21.28'
R=75.00'
ACCESS EASEMENT
N00°24'42"E 55.47'
LOT 'AA'
TRACT 31128
MB 360/69-78
EXISTING RIGHT-OF-WAY
40'
C/L
40'
JOHN F. KENNEDY DRIVE
(FORMERLY ESCHSCHOLTZIA AVENUE)
EXISTING RIGHT-OF-WAY

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: February 26, 2013

TITLE: REPEAL RESOLUTION NO. 2010-58 ENERGY EFFICIENCY TARGETS FOR MORENO VALLEY UTILITY AS MANDATED BY ASSEMBLY BILL 2021 AND ADOPT RESOLUTION NO. 2013-13 UPDATING ENERGY EFFICIENCY TARGETS FOR MORENO VALLEY UTILITY

RECOMMENDED ACTION

Recommendation:

1. Repeal Resolution No. 2010-58 and Approve Resolution No. 2013-13 Adopting the 2013 Moreno Valley Utility Energy Efficiency Targets. Resolution No. 2013-14 - A Resolution of the City Council of the City of Moreno Valley, California, to Repeal Resolution No. 2010-58 Energy Efficiency Targets for Moreno Valley Utility and Adopt the Updated 2013 Energy Efficiency Targets for the Moreno Valley Electric Utility Mandated by Assembly Bill 2021

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

California Assembly Bill 2021 (AB 2021) (Levine, Chapter 734, Statutes of 2006) was signed into law in September 2006. The statute requires that the California Energy Commission (CEC), in conjunction with the California Public Utility Commission (CPUC), and local Publicly-Owned Utilities (POUs), develop statewide estimates for energy efficiency targets in a public process. AB 2021 applies to all POUs in California. Pursuant to the statute, POUs must: 1) Identify all potentially achievable, cost-effective

energy efficiency savings; 2) Establish annual targets for energy efficiency savings and demand reduction over 10 years; and 3) Report targets, programs, expenditures, results and cost-effectiveness (including methodologies and independent evaluation) to governing members and to the California Energy Commission every three (3) years. POUs are mandated to consider energy efficiency as a preferred resource, estimate energy efficiency potential, and establish targets for achieving that potential.

In response to AB 2021, the members of California Municipal Utility Association (CMUA), Northern California Power Agency (NCPA), and Southern California Public Power Authority (SCPPA) joined together to collaborate on the development of individual utility energy efficiency and demand reduction targets. Initially in 2007, a total of 35 POUs, including MVU, participated in the development of the report. The collaboration included retaining Rocky Mountain Institute (RMI), an independent organization with well-accepted energy efficiency expertise in the energy industry. RMI's role was to establish a common, transparent tool used to determine utility specific energy efficiency projections. RMI's work provided the participating utilities with an independent, defensible methodology for analyzing energy efficiency potentials.

The members of CMUA, NCPA and SCPPA selected Navigant Consulting, also an independent organization with well-accepted energy efficiency in the energy industry, as the consultant for developing the energy efficiency models for 2010 and the 2013 updates. Workshops were held in July 2012 to help individual POUs update their individual targets for energy efficiency savings. The data for all participating utilities and summaries will be included in a report presented to the CEC in March 2013.

DISCUSSION

The City of Moreno Valley Electric Utility (MVU) was established in 2001 and began providing service to customers in 2004. Currently, MVU provides service to over 5,600 customers.

The selected consultant, Navigant Consulting compiled energy efficiency data submitted by MVU in their analytical tool and adjusted the data to the age of the utility and utilized various methods to update the calculations of potential energy savings. The consortium of POUs and two Joint Power Authorities, together with Navigant Consulting, identified both potential cost effective energy efficiency targets and demand reduction targets for each of the participating agencies.

The recommended annual energy efficiency and demand reduction targets for MVU is 0.18% of retail sales through 2023. MVU will pursue the most cost-effective programs and target the loads with the largest potential for reductions to meet or exceed these targets.

ALTERNATIVES

1. Approve and adopt the proposed resolution accepting the Energy Efficiency Targets developed through a collaboration of the City of Moreno Valley Electric

Utility, Navigant Consulting, CMUA, NCPA and SCPPA. *The approval of the resolution will have no direct monetary impact to the City.*

2. Do not adopt 2013 MVU 10-year energy efficiency portfolio plan as required by AB 2021 and do not approve the proposed resolution accepting the Energy Efficiency Targets developed through a collaboration of the City of Moreno Valley Electric Utility, Navigant Consulting, CMUA, NCPA and SCPPA. *This would result in the City paying an independent consultant for a study to develop energy efficiency targets completely independent of all the other Publicly-Owned Utilities in the State of California.*

FISCAL IMPACT

The cost of the CMUA report was $7,000 and was paid in fiscal year 2011/2012.

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for energy efficiency and potentially help contribute to the reduction of state's reliance on fossil-fueled generation.

NOTIFICATION

Posting of Agenda.

ATTACHMENTS

Attachment: Proposed Resolution

Prepared By:
Michelle Pierce
Electric Utility Program Coordinator

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Jeannette Olko
Electric Utility Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO REPEAL RESOLUTION NO. 2010-58 ENERGY EFFICIENCY TARGETS FOR MORENO VALLEY UTILITY AND ADOPT THE UPDATED 2013 ENERGY EFFICIENCY TARGETS FOR THE MORENO VALLEY ELECTRIC UTILITY MANDATED BY ASSEMBLY BILL 2021

WHEREAS, the City of Moreno Valley (the "City"), a municipal corporation, is authorized pursuant to Article XI, Section 9(a) of the California Constitution to establish, purchase, and operate public works to furnish its inhabitants with light, water, power, heat, transportation, or means of communication; and

WHEREAS, on June 26, 2001, the City Council of the City of Moreno Valley approved Resolution No. 2001-33 and, as amended by Resolution No. 2002-46, authorized the formation of a municipally owned utility for the purpose of providing electrical power, storm water, telephone telecommunications, cable TV, water, natural gas, and sanitary sewer; and

WHEREAS, on September 26, 2006, California Assembly Bill 2021 (Levine) was signed into law which requires Publicly-Owned Utilities (POU) to identify all potentially achievable cost-effective electricity efficiency savings every three (3) years and establish annual targets for energy efficiency demand reduction for the next 10-year period; and

WHEREAS, the California Municipal Utilities Association (CMUA) in partnership with the Northern California Power Agency (NCPA) and the Southern California Public Power Authority (SCPPA) collaborated in the development of individual utility energy efficiency and demand reduction targets and submitted the initial report in 2007; and

WHEREAS, analytical methodology developed by Navigant Consulting was used by the majority of POU's in California to develop individual targets of reduction and peak demand; and

WHEREAS, the City of Moreno Valley Electric Utility updated the targets set for energy efficiency savings and set achievable goals for reducing peak demand.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The City Council hereby repeals Resolution No. 2010-58 Energy Efficiency Targets for Moreno Valley Utility and Adopts the Resolution Updating Energy Efficiency Targets for Moreno Valley Utility as mandated by AB 2021 to be 0.18% of retail sales through 2023.

APPROVED AND ADOPTED this 26th day of February, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00192925

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-13 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 26th day of February, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

MV00192926

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: February 26, 2013

TITLE: SR 60 EAST CORRIDOR OVERLAY STUDY STATUS REPORT

RECOMMENDED ACTION

Recommendation:

1. Receive and file a status report for the SR 60 East Corridor Overlay Study.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On January 8, 2013, the City Council approved a budget appropriation to fund a consultant contract for the preparation of a SR 60 East Corridor Overlay Study (the "Study"). On January 22, 2013, the City Council adopted an interim moratorium ordinance for specified properties adjacent to State Highway 60 in the eastern portion of the City. The interim ordinance expires on March 8, 2013. An extension to the interim moratorium will be considered for up to an additional ten months and fifteen day period as a separate agenda item.

DISCUSSION

Pursuant to Government Code 65858(d), at least ten days prior to the expiration of the interim ordinance, the City Council shall issue a written report describing the measures taken to alleviate the condition which led to the adoption of the ordinance. The required status report is provided in the following section.

SR 60 East Corridor Overlay Study Status Report

Staff prepared a Request for Proposals (RFP) and consultant list for the Study. The RFP was distributed to the eighteen firms on the list on February 5, 2013. Responses to the RFP were due on February 19, 2013. As of the drafting of this report, no proposals have been received.

Staff will review all responses pursuant to standard practice for selection of a professional consultant. The selection process will focus on the capabilities of the consultant team and relevance of the responses to the criteria identified in the RFP. Pursuant to completion of the selection process, a recommendation for a consultant will be made to the City Manager for final approval. Staff will then negotiate and process approval of a consultant contract with the selected firm.

The approved consultant contract will include a definition of the final work product along with a preliminary schedule for completion of the contract. The final product is anticipated to be a recommended land use study, supported by economic analysis and compatibility with adjacent properties, for use by the Planning Commission and City Council in the review of future land use change proposals affecting the specified properties. At this time, the anticipated timeframe for completion is ninety days from the execution of the contract.

As directed by the City Council at the January 22, 2013, meeting, the first milestone for the consultant will be attendance at a City Council Study Session to allow for policy makers to provide input in advance of the preparation of the Study. The Planning Commission will be invited to participate in this discussion.

FISCAL IMPACT

At their January 22, 2013, meeting, the City Council allocated up to $50,000 from the General Fund to cover the costs of the consultant contract.

Prepared By:
John C. Terell AICP
Planning Official

Department Head Approval:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Thomas M. DeSantis, Administrative Services Director

AGENDA DATE: February 26, 2013

TITLE: MONTHLY REPORT: MORENO VALLEY ANIMAL SHELTER ADOPTION RATE

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Monthly Report: Moreno Valley Animal Shelter Adoption Rate for the period of January 1, 2013 to January 31, 2013.

BACKGROUND

The City Council has challenged staff to increase adoption and decrease euthanasia rates at the Moreno Valley Animal Shelter. Ongoing evaluation of programs and services, along with increasing public awareness, will remain key elements to our success in increasing adoptions of homeless pets from our Shelter.

DISCUSSION

As a follow up to the December 18, 2012 City Council Study Session on Animal Shelter operations, Mayor Owings asked that monthly staff reports be prepared to keep the public informed of the City's progress and the ongoing need to increase pet adoptions and other programs to reduce the number of homeless animals euthanized.

CITY COUNCIL GOALS

Positive Environment: Create a positive environment for the development of Moreno Valley's future.

ATTACHMENTS

Attachment 1_2013_Moreno Valley Animal Shelter Intake/Disposition Report

Attachment 2_2013_Moreno Valley Animal Shelter Euthanasia Statistics

Prepared By:
Steve Fries
Animal Services Division Manager

Department Head Approval:
Thomas M. DeSantis
Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Moreno Valley Animal Shelter
Intake / Disposition Report – January 2013
Report Date 2/1/2013

Intake	**Dogs**	**Cats**	**Other**	**Total**
Owner Surrender	45	15	1	61
Live Stray	488	111	9	608
Confiscated (Cruelty/Neglect/Aggressive)	2	0	0	2
Returns	8	1	0	9
Quarantine	2	1	0	3
DOAs	44	31	11	86
Total	**589**	**159**	**21**	**769**

Disposition	**Dogs**	**Cats**	**Other**	**Total**
On – Hand At Shelter 2/1/13	215	49	3	267
Escaped/Stolen	0	0	0	0
DOAs	44	31	11	86
Died in Kennel	2	1	0	3
Died at Vet	1	0	0	1
Foster	0	0	0	0
Euthanized	100	61	4	165*
Transfer	0	0	2	2**
Return to Owners	72	0	0	72**
Adopted	155	17	1	173**
Total	**589**	**159**	**21**	**769**

Summary Statistics: The statistics below reflect outcomes on the number of pets placed vs. those which could not be adopted. Figures are based upon the total number of pets available for placement, and does not reflect the number of animals which remained on-hand, or those which were deceased upon arrival and/or while under care. These categories are marked with * above. For the month of January 2013, the number of pets upon which statistics are calculated totaled: 412

*Euthanasia Rates: 40% (165) See Detailed Report

Unadopted:	10% (16)
Contagious Disease	34% (57)
Medical/Behavioral/Other:	56% (92)

****Placement Rate: 60% (247) Reflects Return to Owners, Transfer, Adopted**

Moreno Valley Animal Shelter

January 2013 – Euthanasia Statistics

Outcome Sub-Type	Dogs	Cats	Others	Total
Medical/Vet Rec.	21	15	4	40
Owner Requested	1	0	0	1
Contagious Disease	51	6	0	57
Feral	0	35	0	35
Aggressive Behavior Observed	13	3	0	16
Not Adopted*	14	2	0	16
Other				
Total	**100**	**61**	**4**	**165**

*Not Adopted: euthanized for considerations such as placement potential, time in shelter, humane considerations.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council acting in their capacity as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: February 26, 2013

TITLE: RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JULY 1, 2013 THROUGH DECEMBER 31, 2013

RECOMMENDED ACTION

Recommendations:

1. Acting in the Capacity as the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Adopt Resolution No. SA 2013-02 approving a Recognized Obligation Payment Schedule (ROPS 13-14 A), for the period of July 1, 2013 through December 31, 2013.

2. Authorize the Executive Director or his designee to make modifications to the Schedule.

3. Authorize the transmittal of the ROPS 13-14 A ("Attachment 1") to the Oversight Board for review and approval.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

ABX1 26 requires the Successor Agency to approve a Recognized Obligation Payment Schedule ("ROPS") for each six-month period. The required content of the ROPS, set forth in Health and Safety Code Section 34177(l)(1), details all of the Agency's legally binding and enforceable obligations, anticipated payments, and sources of payments. Recognized obligations include bonds, loans, judgments, settlements, any legally binding and enforceable agreements or contracts, and contracts and agreements for agency administration or operation

AB 1484 further clarifies certain matters associated with the dissolution of RDAs and addresses substantive issues related to administrative processes, affordable housing activities, and repayment of loans from communities, use of existing bond proceeds, and the disposition or retention of former RDA assets.

The City of Moreno Valley is the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley (RDA) pursuant to Part 1.85 of Division 24 of the Health and Safety Code. As Successor Agency, the City is responsible for winding down the affairs of the redevelopment agency including disposing of its assets; making payments and performing other obligations due for Enforceable Obligations of the former RDA. In order to facilitate the process, on February 28, 2012, the City Council adopted Resolution No. 2012-13 approving a Recognized Obligation Payment Schedule for the period of January 1, 2012 through June 30, 2012, and on April 10, 2012, adopted Resolution No. 2012-22, approving a Second Recognized Obligation Payment Schedule (Original "ROPS 2') for the period of July 1, 2012 through December 31, 2012. Most recently, on August 28, 2012, the City Council adopted Resolution No. 2012-71 approving a Third Recognized Obligation Payment Schedule (Original "ROPS 3") for the period of January 1, 2013 through June 30, 2013.

DISCUSSION

Enforceable Obligation Payment Schedule

In accordance with ABX1 26, the Successor Agency is required to adopt an Enforceable Obligation Payment Schedule ("EOPS"). The EOPS lists all of the Agency's legally binding and enforceable agreement obligations and anticipated payments. Enforceable obligations include bonds, loans, judgments, settlements, any legally binding and enforceable agreements or contracts, and contracts and agreements for agency administration or operation costs.

Section 34177(a)(1) of ABX1 26 provides that upon the dissolution of the Agency, the Successor Agency may only make those payments required pursuant to the most recent Enforceable Obligation Payment Schedule adopted by the Agency and the Successor Agency, and until such time the Recognized Obligation Payment Schedule becomes operative.

Recognized Obligation Payment Schedule

ABX1 26 requires the Successor Agency to approve a Recognized Obligation Payment Schedule ("ROPS"). The ROPS supersedes the EOPS, and is required for each six-month period.

Similar to the EOPS, the required content of the ROPS, set forth in Health and Safety Code Section 34177(l)(1), details all of the Agency's legally binding and enforceable obligations, anticipated payments, and sources of payments. Recognized obligations include bonds, loans, judgments, settlements, any legally binding and enforceable agreements or contracts, and contracts and agreements for agency administration or operation costs. The attached ROPS 13-14 A sets forth the enforceable obligations for the period of July 1, 2013 through December 31, 2013.

Once approved, the ROPS 13-14 A will be submitted to the Oversight Board for review and approval. Upon approval by the Oversight Board, a copy of the approved ROPS will be transmitted to the County-Auditor Controller, the State Controller's Office, the Department of Finance, and posted to the City's website.

ALTERNATIVES

1. Adopt the attached proposed resolution, which approve the Recognized Obligation Payment Schedule for the period of July 1, 2013 through December 31, 2013, and authorizing the transmittal of said Schedules to the Oversight Board for review and approval. *Staff recommends this alternative because it allows the City serving as the Successor Agency to make required debt service payments in accordance with the State legislation.*

2. Decline to adopt the attached proposed resolution which would not allow the City, serving as the Successor Agency, to maintain the operations, and fulfill debt obligations of the former RDA as required by law. *Staff does not recommend this alternative.*

FISCAL IMPACT

The Recognized Obligation Payment Schedule provides the details necessary for the City serving as the Successor Agency to fulfill the former RDA's legally binding and enforceable agreements. The ROPS 13-14 A will serve as authorization to pay obligations listed during the noted period. There will be some impact to the General Fund to absorb costs that are no longer paid by the former Redevelopment Agency for either RDA administration or operations and for Low and Moderate Income Housing Fund work. Staff estimates that this cost will be approximately $100,000 for fiscal year 2013-2014.

SUMMARY

As Successor Agency, the City is responsible for winding down the affairs of the redevelopment agency including disposing of its assets; making payments and performing other obligations due for Enforceable Obligations of the former RDA. The Recognized Obligation Payment Schedules for the stated periods provides the details necessary for the City serving as the Successor Agency to fulfill the former RDA's legally binding and enforceable agreements as required by law.

NOTIFICATION

No public notice is required prior to the City Council taking action on this item. However, the agenda for the meeting during which this item may be considered has been posted in the three locations that have been designated for the posting of City Council agendas.

ATTACHMENTS

Attachment 1 – Proposed Resolution
Exhibit A -Recognized Obligation Payment Schedule (ROPS 13-14 A)

Prepared By:
Anochar Clark
Sr. Financial Analyst

Department Head Approval:
Barry Foster
Community & Economic Development Director

Concurred by:
Dante Hall
Business Support & Neighborhood Programs Administrator

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. SA 2013-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY SERVING AS SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JULY 1, 2013 THROUGH DECEMBER 31, 2013, AND AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO MAKE MODIFICATIONS THERETO

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley ("Agency") is a community redevelopment agency organized and existing under the California Community Redevelopment Law, Health and Safety Code Sections 33000, et seq. ("CRL") and has been authorized to transact business and exercise the powers of a redevelopment agency pursuant to action of the City Council ("City Council") of the City of Moreno Valley ("City"); and

WHEREAS, the Agency was established pursuant to the Redevelopment Law. The Agency was activated on February 18, 1986, by City Ordinance No. 50. The City Council adopted and approved the Redevelopment Plan for the Project Area by Ordinance 87-154 of the City on December 29, 1987 (the "Original Plan"), as subsequently amended by Ordinance No. 448 of the City adopted January 10, 1995, Ordinance No. 556 of the City adopted December 14, 1999, and Ordinance No. 732 adopted December 19, 2006 (as so amended, the "Amended Redevelopment Plan", the area of which is referred to herein as the "Project Area"); and

WHEREAS, Parts 1.8, 1.85 and 1.9 of Division 24 of the Health and Safety Code were added to the CRL by ABX1 26 and ABX1 27, which measures purport to become effective immediately. ABX1 26 and ABX1 27, which are trailer bills to the 2011-12 budget bills, were approved by both houses of the Legislature on June 15, 2011 and signed by the Governor on June 28, 2011; and

WHEREAS, Part 1.85 of the CRL ("Part 1.85") provides for the statewide dissolution of all redevelopment agencies, including the Agency, as of October 1, 2011 (which dated has been deemed to be February 1, 2012 pursuant to a decision by the California Supreme Court), and provides that, thereafter, a successor agency to administer the enforceable obligations of the Agency and otherwise wind up the Agency's affairs, all subject to the review and approval by an oversight committee; and

WHEREAS, Part 1.8 of the CRL ("Part 1.8") provides for the restriction of activities and authority of the Agency in the interim period prior to dissolution to certain "enforceable obligations" and to actions required for the general winding up of affairs, preservation of assets, and certain other goals delineated in Part 1.8; and

WHEREAS, in connection with the implementation of those provisions of ABX1 26 which require the adoption of an enforceable obligation schedule, the City

serving as the Successor Agency has previously adopted an amended enforceable obligation schedule in the form previously submitted (the "Amended Enforceable Obligation Schedule") and has authorized the City Manager or his designee to augment, modify or revise such Amended Enforceable Obligation Schedule; and

WHEREAS, ABX1 26 further requires the adoption of an Initial Recognized Obligation Payment Schedule; such initial Recognized Obligation Payment Schedule was approved by Resolution No. 2012-13 of the City of Moreno Valley serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley ("Successor Agency") on February 28, 2012.

WHEREAS, ABX1 26 further requires the adoption of a Recognized Obligation Payment Schedule for every six month period;

WHEREAS, an oversight board, as provided under ABX1 26 ("Oversight Board") has been established for the former Agency;

WHEREAS, pursuant to ABX1 26 and the implementation thereof, the Successor Agency desires to adopt a Recognized Obligation Payment Schedule for the period covering July 1, 2013 through December 31, 2013 ("ROPS 13-14 A"), in the form submitted herewith. The ROPS 13-14 A is attached hereto, marked as Exhibit "A", and is incorporated herein by reference. By this resolution, the City Council, on behalf of the Successor Agency, approves and authorizes the transmittal of the ROPS 13-14 A to the Oversight Board;

WHEREAS, given the adoption of ABX1 26, the City Council, on behalf of the City acting in its capacity as Successor Agency to the Agency, has duly considered this Resolution and has determined that the adoption of this Resolution is in the best interests of the City, in its capacity as Successor Agency to the Agency, and the health, safety, and welfare of the residents of the City, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, SERVING AS THE SUCCESSOR AGENCY, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated into this resolution by this reference, and constitute a material part of this resolution.

SECTION 2. The Successor Agency approves for transmittal to the Oversight Board the Recognized Obligation Payment Schedule for the period July 1, 2013 through December 31, 2013 ("Exhibit A"), with such augmentation, modification, additions or revisions as the Executive Director of the Successor Agency or his designee may make before transmittal to the Oversight Board.

SECTION 3. The Successor Agency is authorized and directed to submit ROPS 13-14 A to the California Department of Finance upon approval by the Oversight Board.

SECTION 4. The Successor Agency shall maintain on file as a public record this Resolution and ROPS 13-14 A as approved hereby.

SECTION 5. This Resolution shall be effective immediately upon adoption.

SECTION 6. The City Clerk shall certify to the adoption of this resolution.

APPROVED AND ADOPTED this 26th day of February 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00192939

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. SA 2013-02 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 26th day of February, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

MV00192940

Exhibit A

SUCCESSOR AGENCY CONTACT INFORMATION

Successor Agency

ID:	**234**
County:	**Riverside**
Successor Agency:	**Moreno Valley**

Primary Contact

Honorific (Ms, Mr, Mrs)	
First Name	**Annie**
Last Name	**Clark**
Title	**Sr. Financial Analyst**
Address	**14177 Frederick Str**
City	**Moreno Valley**
State	**CA**
Zip	**92552**
Phone Number	**951-413-3475**
Email Address	**anocharc@moval.org**

Secondary Contact

Honorific (Ms, Mr, Mrs)	
First Name	**Richard**
Last Name	**Teichert**
Title	**Financial and Administrative Services Director**
Phone Number	**951-413-3021**
Email Address	**richardt@moval.org**

SUMMARY OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE

Filed for the July 1, 2013 to December 31, 2013 Period

Name of Successor Agency: **MORENO VALLEY (RIVERSIDE)**

Outstanding Debt or Obligation		**Total**
	Total Outstanding Debt or Obligation	**$128,940,501**

Current Period Outstanding Debt or Obligation		**Six-Month Total**
A	Available Revenues Other Than Anticipated RPTTF Funding	**$0**
B	Enforceable Obligations Funded with RPTTF	**$2,589,505**
C	Administrative Allowance Funded with RPTTF	**$125,000**
D	Total RPTTF Funded (B + C = D)	**$2,714,505**
E	Total Current Period Outstanding Debt or Obligation (A + B + C = E) *Should be same amount as ROPS form six-month total*	**$2,714,505**
F	Enter Total Six-Month Anticipated RPTTF Funding	$2,714,505
G	Variance (F - D = G) *Maximum RPTTF Allowable should not exceed Total Anticipated RPTTF Funding*	**$0**

Prior Period (July 1, 2012 through December 31, 2012) Estimated vs. Actual Payments (as required in HSC section 34186 (a))		
H	Enter Estimated Obligations Funded by RPTTF *(lesser of Finance's approved RPTTF amount including admin allowance or the actual amount distributed)*	$2,537,358
I	Enter Actual Obligations Paid with RPTTF	$2,055,008
J	Enter Actual Administrative Expenses Paid with RPTTF	$125,000
K	Adjustment to Redevelopment Obligation Retirement Fund (H - (I + J) = K)	$357,350
L	Adjustment to RPTTF (D - K = L)	$2,357,155

Certification of Oversight Board Chairman:

Pursuant to Section 34177(m) of the Health and Safety code.

I hereby certify that the above is a true and accurate Recognized

Obligation Payment Schedule for the above named agency.

Name Title

/s/

Signature Date

MV00192942

Oversight Board Approval Date: _____

MORENO VALLEY (RIVERSIDE)
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 13-14A)
July 1, 2013 through December 31, 2013

Item #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-13	Funding Source: Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other	Six-Month Total
							53,16,840,501	26,019,352	$0	$0	$125,000	$2,589,505	$0	$2,714,505
							0	0	0	0	0	0	0	0
1	2007 Tax Allocation Bonds			Wells Fargo Bank	Debt service payments for bonds issued to finance various capital projects	Original Area	77,153,538	2,254,284	0	0	0	0	0	0
2	2007 Special Tax Refunding Bonds - Towngate 87-1			Wells Fargo Bank	Debt service payments for bonds issued to finance the acquisition of public facilities	Original Area	9,546,353	1,182,347	0	0	0	591,174	0	591,174
3	Improvement Area No. 1 Special Tax Refunding Bonds			Wells Fargo Bank	Debt service payments for bonds issued to finance the construction of public facilities	Original Area	2,504,116	277,181	0	0	0	138,591	0	138,591
4	CFD No. 2 - Auto Mall Refinance			Wells Fargo Bank	Debt service payments for bonds issued to finance the construction of public facilities	Original Area	2,000,061	109,451	0	0	0	54,725	0	54,725
5	2011 Refunding of 97 LRB Bonds			Bank of America	Debt service payments for bonds issued to finance the construction of a public facility	Original Area	1,350,000	150,000	0	0	0	75,000	0	75,000
6	2005 Lease Revenue Bonds			Wells Fargo Bank	Debt service payments for bonds issued to finance Sunnymead Blvd project	Original Area	12,940,788	594,779	0	0	0	184,699	0	184,699
7	Ongoing Housing Monitoring Requirements			City of Moreno Valley/Successor Agency	Costs to perform the recertification and monitoring of housing units	Original Area	0	0	0	0	0	0	0	0
8	Contract for Legal Services	12/18/2008		Stradling, Yocca, Carlson & Rauth	Legal services - General	Original Area	72,000	72,000	0	0	0	36,000	0	36,000
9	Contract for Legal Services	7/26/2012		Kronick Moskovitz Tiedemann & Girard	Legal services - Oversight Board Legal Counsel	Original Area	36,000	36,000	0	0	0	18,000	0	18,000
10	Contract for Abatement of Properties	7/1/2009		Fire Prevention/Inland Empire Property Services, Inc.	Nuisance/weed abatement of Agency owned properties	Original Area	7,500	7,500	0	0	0	3,750	0	3,750
11	Contract for Audit Services	6/19/2011		Lance Soll & Lunghard, LLP or Approved Audit Firm	Preparation of Required Due Dilligent Reviews and Annual Audit	Original Area	20,000	20,000	0	0	0	10,000	0	10,000
12	Contract for Special Tax Reporting	1/1/2011		Willdan/Staff Administration	Annual Level of Continuing Disclosure Report	Original Area	5,000	5,000	0	0	0	2,500	0	2,500
13	CalPERS Retirement Liability			The California Public Employees' Retirement System (CalPERS)	Unfunded PERS Retirement Liability Acct	Original Area	587,103	13,855	0	0	0	13,855	0	13,855
14	Retiree Medical Trust (CERBT)			California Employers' Retiree Medical Trust(CERBT)/CalPERS	Unfunded Retiree Medical Trust Acct	Original Area	184,297	4,462	0	0	0	4,462	0	4,462
15	Agency Loan to RDA	7/1/2009		City of Moreno Valley	City/Agency loan, 3% interest	Original Area	0	0	0	0	0	0	0	0
16	Price Club Acquisition Note	5/7/1992	6/22/2035	The Price Family Charitable Fund	Participation Agreement	Original Area	989,000	380,000	0	0	0	380,000	0	380,000
17	Towngate Acquisition Note	5/9/1994		City of Moreno Valley	Participation Agreement	Original Area	15,980,964	555,000	0	0	0	250,000	0	250,000
18	Moss Bros. Autogroup Participation Agreement	5/25/2010	11/25/2010	Moss Bros. Autogroup	Participation Agreement	Original Area	0	0	0	0	0	0	0	0
19	Robertson's Ready Mix, Inc. DPA	9/26/2006		Robertson's Ready Mix, Inc.	Owner Participation Agreement	Original Area	3,000,000	0	0	0	0	0	0	0
20	Hemlock Family Apartments	3/8/2011		Rancho Belago, Inc.	Affordable Housing Agreement	Original Area	1,000,000	0	0	0	0	948,000	0	948,000
21	Rancho Dorado Apts - South (Second Phase)	3/8/2011		Moreno Valley Housing Authority/MV Rancho Dorado Limited Partnership	Affordable Housing Agreement	Original Area	0	0	0	0	0	0	0	0
22	Rancho Dorado Apts - South (Second Phase)	12/18/2008		Stradling, Yocca, Carlson & Rauth	Legal services - Specific to Affordable Housing Agreement w/ Rancho Dorado Apts.	Original Area	10,000	5,000	0	0	0	2,500	0	2,500
23	Rancho Dorado Apts - South (Second Phase)	6/2/2009		Stewart Association	Title & Closing Costs	Original Area	5,000	2,500	0	0	0	1,250	0	1,250
24	Payroll Costs/Operating Costs			City of Moreno Valley/Employees	Successor Agency's Payroll & Operating Costs	Original Area	250,000	250,000	0	0	125,000	0	0	125,000
25	Sunnymead Blvd. CIP 79221	8/3/2009	8/20/2010	Excel	Capital Project Contract, CIP 79221	Original Area	0	0	0	0	0	20,000	0	20,000
26	Sunnymead Blvd. CIP 79221	2/3/2009	5/20/2011	Parks & Rec.	Capital Project Contract, CIP 79221	Original Area	0	0	0	0	0	0	0	0
27	Sunnymead Blvd. CIP 79221			City of Moreno Valley, cost allocation, and extra admin. costs	Project Management CIP 79221	Original Area	0	0	0	0	0	0	0	0
28	Sunnymead Blvd. CIP 79221			City Consultants	Project Management CIP 79221	Original Area	0	0	0	0	0	0	0	0

MV00192943

Oversight Board Approval Date: _____

MORENO VALLEY (RIVERSIDE)
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 13-14A)
July 1, 2013 through December 31, 2013

Item #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2013-14	Funding Source: Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other	Six-Month Total
29	Sunnymead Blvd. CIP 79221			Gibbs, Gidden, Locher, Turner & Senet LLP	Additional Legal Fees - CIP 79221	Original Area	0	0	0	0	0	0	0	0
30	Storm Drain/Day Street to Cottonwood CIP 79222			Gibbs, Gidden, Locher, Turner & Senet	Contractual Services PO# 42125 CIP 79222	Original Area	0	0	0	0	0	0	0	0
31	Storm Drain/Day Street to Cottonwood CIP 79222			City of Moreno Valley	Project Management CIP 79222	Original Area	0	0	0	0	0	0	0	0
32	Day Street/Alessandro Blvd to Cottonwood CIP 79724	5/2/2013	12/31/2017	GMC Design	Contractual Services PO#40820 CIP 79724	Original Area	0	0	0	0	0	0	0	0
33	Day Street/Alessandro Blvd to Cottonwood CIP 79724			AEI-CASC	Contractual Services PO#35429 CIP 79724	Original Area	0	0	0	0	0	0	0	0
34	Day Street/Alessandro Blvd to Cottonwood CIP 79724			Group Delta	Contractual Services PO#39820 CIP 79724	Original Area	0	0	0	0	0	0	0	0
35	Day Street/Alessandro Blvd to Cottonwood CIP 79724			KDM Meridian	Contractual Services PO#41865 CIP 79724	Original Area	0	0	0	0	0	0	0	0
36	Day Street/Alessandro Blvd to Cottonwood CIP 79724			STI Inc.	Contractual Services PO#41869 CIP 79724	Original Area	0	0	0	0	0	0	0	0
37	Day Street/Alessandro Blvd to Cottonwood CIP 79724			City of Moreno Valley	Project Management CIP 79724	Original Area	0	0	0	0	0	0	0	0
38	Auto Mall Street Upgrades CIP 79725	3/21/2012	12/31/2012	VA Consulting	Capital Project Contract, CIP 79725	Original Area	0	0	0	0	0	0	0	0
39	Auto Mall Street Upgrades CIP 79725			City of Moreno Valley	Project Management CIP 79725	Original Area	0	0	0	0	0	0	0	0
40	Auto Mall Street Upgrades CIP 79725	1/26/2012	12/31/2012	United Inspection (Geotech)	Capital Project Contract, CIP 79725	Original Area	0	0	0	0	0	0	0	0
41	Auto Mall Street Upgrades CIP 79725	12/15/2012	12/31/2012	VA Consulting Inc. (Survey)	Capital Project Contract, CIP 79725	Original Area	0	0	0	0	0	0	0	0
42	Auto Mall Street Upgrades CIP 79725	3/26/2012		SMES&C (Contractor)	Capital Project Contract, CIP 79725	Original Area	0	0	0	0	0	0	0	0
43	Indian Basin, Appurtenant CIP 79726	7/15/2009	12/31/2012	Lim & Nascimento Engineering	Contractual Services PO#35828 CIP 79726	Original Area	0	0	0	0	0	0	0	0
44	Indian Basin, Appurtenant CIP 79726			City of Moreno Valley, cost allocation, and other expenses	Project Management CIP 79726	Original Area	0	0	0	0	0	0	0	0
45	Ironwood Ave-Day St/Barclay Dr CIP 79727	6/12/2009	3/31/2013	AEI-CASC Engineering	Capital Project Contract, CIP 79727	Original Area	0	0	0	0	0	0	0	0
46	Ironwood Ave-Day St/Barclay Dr CIP 79727			City of Moreno Valley, cost allocation, and other expenses	Project Management CIP 79727	Original Area	0	0	0	0	0	0	0	0
47	Ironwood Ave-Day St/Barclay Dr CIP 79727			Contractor	Capital Project Contract, CIP 79727	Original Area	0	0	0	0	0	0	0	0
48	Ironwood Ave-Day St/Barclay Dr CIP 79727			Survey Consultant	Project Management CIP 79727	Original Area	0	0	0	0	0	0	0	0
49	Ironwood Ave-Day St/Barclay Dr CIP 79727			Construction Consultant	Capital Project Contract, CIP 79727	Original Area	0	0	0	0	0	0	0	0
50	Ironwood Ave-Day St/Barclay Dr CIP 79727			Geotech, Contract Labor	Project Management CIP 79727	Original Area	0	0	0	0	0	0	0	0

MV00192944

Oversight Board Approval Date: _____

MORENO VALLEY (RIVERSIDE)
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 13-14A)
July 1, 2013 through December 31, 2013

Item #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2013-14	Funding Source: Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other	Six-Month Total
51	Nason/SR-60 Bridge CIP 79738			Singer & Coffin, APC	Legal services CIP 79738	Original Area	0	0	0	0	0	0	0	0
52	Nason/SR-60 Bridge CIP 79738			City of Moreno Valley	Project Management and associated costs CIP 79738	Original Area	0	0	0	0	0	0	0	0
53	Nason/SR-60 Bridge CIP 79738			IBM Consultants	Project Management CIP 79738	Original Area	0	0	0	0	0	0	0	0
54	Nason/SR-60 Bridge CIP 79738			Moreno Valley Utility	Lighting CIP 79738	Original Area	0	0	0	0	0	0	0	0
55	Nason/SR-60 Bridge CIP 79738	7/7/2010		Caltrans	State-furnished materials CIP 79738	Original Area	0	0	0	0	0	0	0	0
56	Nason/SR-60 Bridge CIP 79738	7/7/2010		Caltrans	State source inspection fees CIP 79738	Original Area	0	0	0	0	0	0	0	0
57	Nason/SR-60 Bridge CIP 79738	7/7/2010		CHP	Construction zone enforcement (COZEEP) CIP 79738	Original Area	0	0	0	0	0	0	0	0
58	Nason/SR-60 Bridge CIP 79738	6/20/2011	12/31/2014	Parsons Transportation	Design-related costs CIP 79738	Original Area	0	0	0	0	0	0	0	0
59	Nason/SR-60 Bridge CIP 79738	6/20/2012	6/30/2015	Felsen Engineering	Construction engineering and inspection services CIP 79738	Original Area	0	0	0	0	0	0	0	0
60	Nason/SR-60 Bridge CIP 79738			Contractor	Construction Contract CIP 79738	Original Area	0	0	0	0	0	0	0	0
61	Nason/SR-60 Bridge CIP 79738			Survey Consultants	Construction Services - Survey CIP 79738	Original Area	0	0	0	0	0	0	0	0
62	Nason/SR-60 Bridge CIP 79738			Geotechnical Consultant	Construction Services - Geotechnical CIP 79738	Original Area	0	0	0	0	0	0	0	0
63	Nason/SR-60 Bridge CIP 79738			SCE	Utility relocation CIP 79738	Original Area	0	0	0	0	0	0	0	0
64	Nason/SR-60 Bridge CIP 79738			EMWD	Permits/Fees, CIP 79738	Original Area	0	0	0	0	0	0	0	0
65	Nason/SR-60 Bridge CIP 79738			RCFC&WCD	Permits/Fees, CIP 79738	Original Area	0	0	0	0	0	0	0	0
66	Moreno Beach Ramps - Phase 1 CIP 79731			City of Moreno Valley	Project Management and associated costs CIP 79731	Original Area	0	0	0	0	0	0	0	0
67	Moreno Beach Ramps - Phase 1 CIP 79731			City of Moreno Valley	City-furnished equipment - CIP 79731	Original Area	0	0	0	0	0	0	0	0
68	Moreno Beach Ramps - Phase 1 CIP 79731			City of Moreno Valley	Project Management and associated costs CIP 79731	Original Area	0	0	0	0	0	0	0	0
69	Moreno Beach Ramps - Phase 1 CIP 79731	6/21/2011	12/31/2014	Parsons Transportation	Design-related costs CIP 79731	Original Area	0	0	0	0	0	0	0	0
70	Moreno Beach Ramps - Phase 1 CIP 79731	6/20/2012	12/31/2014	Parsons Transportation	Construction support CIP 79731	Original Area	0	0	0	0	0	0	0	0
71	Moreno Beach Ramps - Phase 1 CIP 79731	7/16/2012	12/31/2015	Felsen Engineering	Construction Contract CIP 79731	Original Area	0	0	0	0	0	0	0	0
72	Moreno Beach Ramps - Phase 1 CIP 79731	7/16/2012	12/31/2015	Felsen Engineering	Construction support and inspection services CIP 79731	Original Area	0	0	0	0	0	0	0	0
73	Moreno Beach Ramps - Phase 1 CIP 79731			So. Calif. Edison	Utility Relocation CIP 79731	Original Area	0	0	0	0	0	0	0	0
74	Moreno Beach Ramps - Phase 1 CIP 79731	1/4/2012		Caltrans	State-furnished materials CIP 79731	Original Area	0	0	0	0	0	0	0	0
75	Moreno Beach Ramps - Phase 1 CIP 79731	1/4/2012		Caltrans	State source inspection fees CIP 79731	Original Area	0	0	0	0	0	0	0	0

MV00192945

Oversight Board Approval Date: _____

MORENO VALLEY (RIVERSIDE)
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 13-14A)
July 1, 2013 through December 31, 2013

Item #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2013-14	Funding Source: Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other	Six Month Total
78	Moreno Beach Ramps - Phase 1 CIP 79733	1/4/2012		CHP	CHP - construction zone enforcement (COZEEP) CIP 79733	Original Area	0	0	0	0	0	0	0	0
79	Moreno Beach Ramps - Phase 1 CIP 79733			[illegible]	Construction Staking - CIP 79733	Original Area	0	0	0	0	0	0	0	0
79	Moreno Beach Ramps - Phase 1 CIP 79733			[illegible]	Construction Staking - CIP 79733	Original Area	0	0	0	0	0	0	0	0
79	Moreno Beach Ramps - Phase 1 CIP 79733			[illegible]	Construction Staking - CIP 79733	Original Area	0	0	0	0	0	0	0	0
80	Moreno Beach Ramps - Phase 1 CIP 79733			RCFC&WCD	Permits/Fees, CIP 79733	Original Area	0	0	0	0	0	0	0	0
81	Moreno Beach Ramps - Phase 1 CIP 79733			EMWD	Permits/Fees, CIP 79733	Original Area	0	0	0	0	0	0	0	0

MV00192946

MORENO VALLEY (RIVERSIDE)

Pursuant to Health and Safety Code section 34186 (a)

PRIOR PERIOD ESTIMATED OBLIGATIONS vs. ACTUAL PAYMENTS

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS II)

July 1, 2012 through December 31, 2012

Item #	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		SPTTF		Other	
					Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual
					$1,700,000	$1,700,000	$4,326,549	$4,519,675	$1,834,465	$1,629,715	$125,000	$134,807	$1,433,358	$1,055,908	$0	$-
1	Improvement Area No. 1 Special Tax Refunding Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance the reconstruction of public facilities	Original Area									186,013	186,013		
2	CFD No. 3 - Auto Mall Reclamation	Wells Fargo Bank	reconstruction of public facilities	Original Area									12,569	12,569		
3	2011 Refunding of 97 LRB Bonds	Bank of America	construction of a public facility	Original Area									75,000	75,000		
4	2009 Lease Revenue Bonds	Wells Fargo Bank	Redevelopment Bond project	Original Area									404,799	404,799		
5	Ongoing Housing Monitoring Requirements	City of Moreno Valley/Successor Agency	Costs to perform the recertification and monitoring of housing units	Original Area									20,000	0		
6	Contract for Legal Services	Spradling, Vocco, Carlson & Roth	Legal services - General	Original Area									36,000	36,105		
7	Contract for Legal Services	Rutan& Mucklroth, Tredemann & Olson	Legal services - Oversight Board Legal Counsel	Original Area									36,000	4,981		
8	Contract for Redevelopment Promotion	Propforte Service, Inc	Housekeeping/maintenance of Agency owned properties	Original Area									5,000	934		
9	Contract for Special Tax Reporting	Willdan/Staff Administration	Preparation of Continuing Disclosure Report	Original Area									2,500	0		
10	CalPERS Retirement Liability	Retirement System (CalPERS)	Unfunded PERS Retirement Liability Amt	Original Area									13,855	13,855		
11	Retiree Medical Trust (CERBT)	Medical Trust(CERBT)/CalPERS	Unfunded Retiree Medical Trust Amt	Original Area									4,462	4,462		
12	Agency Loans #1 &#2	City of Moreno Valley	City/Agency Loan Agreement	Original Area									0			
13	Conference & Recreation Cnt Agreement	Wells Fargo Bank	Bond proceeds provided/Purchase and Sale Agreement	Original Area									0			
14	Price Club Acquisition Note	The Price Family Charitable Fund	Participation Agreement	Original Area									250,000	250,231		
15	Towngate Acquisition Note	City of Moreno Valley	Participation Agreement	Original Area									240,000	247,803		
16	Kaufer/Dixon/Old 215 Loan	City of Moreno Valley	Land purchases - Accrued Payable	Original Area									0			
17	Agreement	Price Club - Antagicop	Participation Agreement	Original Area									250,000	250,000		
18	Robertson's Realty No. Inc CPA	Robertson's Realty No. Inc.	Owner Participation Agreement	Original Area									0			
19	Kenbrook Family Apartments	Rancho Belago, Inc.	Affordable Housing Agreement	Original Area									0			
20		(MVHA)	Affordable Housing Agreement	Original Area									600,000	600,000		
21	Rancho Dorado Apts - South	Spradling, Vocco, Carlson & Roth	Rancho Dorado Apts	Original Area									12,500			
22		Solomon Associates	Title & Closing Costs	Original Area									3,500			
23		Stantec*	Capital Project Contract, CIP 79221	Original Area									50,000			
24	Cottonwood Blvd. CIP 79221	Hanis & Associ.*	Capital Project Contract, CIP 79221	Original Area									176,000			
25		City of Moreno Valley	Project Management CIP 79221	Original Area									12,500	115		
26		City Consultants	Project Management CIP 79221	Original Area									1,950			
27		Spradling LLP	Additional Legal Fees - CIP 79221	Original Area									66,000	5,142		
28	Storm Drainage Street to Cottonwood	Sehes*	Contractual Services PO# 42123 CIP 79222	Original Area									6,205	4,015		
29	CIP 79222	City of Moreno Valley	Project Management CIP 79222	Original Area									1,695	12,369		
30		DMC Design	Contractual Services PO#40920 CIP 79724	Original Area			5,685									
31		ABI Jobs	Contractual Services PO#35428 CIP 79724	Original Area			3,176									
32	Day Street/Alessandro Blvd to Cottonwood	Group Delta	Contractual Services PO#36528 CIP 79724	Original Area			7,459									
33	CIP 79724	KDAS Mitigation	Contractual Services PO#41665 CIP 79724	Original Area			3,999									
34		SKI Inc.	Contractual Services PO#41850 CIP 79724	Original Area			78,322									
35		City of Moreno Valley	Project Management CIP 79724	Original Area			20,366	13,960								
36		VA Consulting	Capital Project Contract, CIP 79725	Original Area			2,353	2,354								
37		City of Moreno Valley	Project Management CIP 79725	Original Area			9,651	12,031								
38	Alto Mall Street Upgrades CIP 79725	Gadot Engineering (Contractor)	Capital Project Contract, CIP 79725	Original Area			1,575									
39		VA Consulting Inc. (Survey)	Capital Project Contract, CIP 79725	Original Area			1,650									
40		SUBSC (Contractor)	Capital Project Contract, CIP 79725	Original Area			190,379	206,866								
41	Indian Basin Appurtenant	Hall & Nesenkomb Engineering	Contractual Services PO#35828 CIP 79726	Original Area			50,000	55,355								
42	CIP 79726	City of Moreno Valley	Project Management CIP 79726	Original Area			20,000									
43	Ironwood Ave-Day St/Kitchley Dr	ABI-CASC Engineering	Capital Project Contract, CIP 79727	Original Area			22,672	11,743								
44	CIP 79727	City of Moreno Valley	Project Management CIP 79727	Original Area			8,000	12,554								
45		Rutan & Tucker, APC	Legal Services CIP 79718	Original Area			770									
46		Parsons Transportation	Contractual Services CIP 79718 - Gaston	Original Area			0	453,466								
47		City Consultants	Project Management CIP 79718	Original Area			350	190								
48		City of Moreno Valley	Project Management CIP 79718	Original Area			39,795	49,373								
49		Psomas	Capital Project Contract, CIP 79718	Original Area			10,000									
50	Nason/SR-60 Bridge	Reynolds Construction Co.	Capital Project Contract, CIP 79718	Original Area			1,000,000									

MV00192947

MORENO VALLEY (RIVERSIDE)

Pursuant to Health and Safety Code section 34186 (a)

PRIOR PERIOD ESTIMATED OBLIGATIONS vs. ACTUAL PAYMENTS

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS II)

July 1, 2012 through December 31, 2012

Item #	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other	
					Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual
					$1,700,000	$1,700,000	$4,326,563	$4,519,675	$1,834,469	$1,829,315	$135,000	$334,807	$2,432,358	$2,055,000	$0	$0
29	CIP 79718	Falcon Engineering - CM	Capital Project Contract CIP 79718	Original Area			110,000	5,940								
30		Leighton Consulting Inc	Capital Project Contract CIP 79718	Original Area			10,000									
31		City of Moreno Valley	Project Management CIP 79718	Original Area			20,000									
		Gibbs, Gibbs, Leidner, Tolmor & Boyd*	Legal Fees - CIP 79718	Original Area			833	1,449								
32		Riverside County Clerk	Construction Costs CIP 79718	Original Area			10,000									
33		City of Moreno Valley	Project Management CIP 79729	Original Area			159,185	59,213								
34		STK Architecture	Capital Project Contract CIP 79729	Original Area			93,831	76,333								
35	Moreno Park Fire Station CIP 79729	Silver Creek Industries	Capital Project Contract CIP 79729	Original Area			1,813,355	2,085,285								
36		Kone Inc	Capital Project Contract CIP 79729	Original Area			417	5,800								
37		Riverside County IT	Capital Project Contract CIP 79729	Original Area			13,210	16,561								
38		Construction Contract	Construction Costs CIP 79729	Original Area			351,865	36,129								
39		City of Moreno Valley	Project Management and associated costs CIP 79731	Original Area			68,125	60,199								
40		Staff Consultants	Capital Project Contract CIP 79731	Original Area			2,300	3,353								
41		Perry Engineering	Capital Project Contract CIP 79731	Original Area			10,000									
42		Falcon Engineering - CM	Capital Project Contract CIP 79731	Original Area			99,544	76,870								
43	Moreno Beach Ramps - Phase 1 CIP 79731	Hogan & Mills Geotechnical	Capital Project Contract CIP 79731	Original Area			10,000									
44		CHP	Coast zone enforcement CIP 79731	Original Area			30,000									
45		EMWD	Permits/Fees, CIP 79731	Original Area			15,000	15,000								
46		Gibbs, Gibbs, Leidner, Tolmor & Boyd*	Legal Fees - CIP 79731	Original Area			5,000									
47		Parsons Transportation	Design/Construction/Landscape-related costs CIP 79731	Original Area			37,055	265,729								
48	2007 Tax Allocation Bonds****	Wells Fargo Bank	Debt service payments for bonds issued to finance various capital projects*	Original Area					1,246,292	1,241,642						
47	2007 Special Tax Refunding Bonds - Stockpile 97-1****	Wells Fargo Bank	Debt service payments for bonds issued to finance the acquisition of public facilities*	Original Area					587,573	587,573						
48	Ramona Dorado Apts - South*	Moreno Valley Housing Authority (MVHA)	Affordable Housing Agreement	Original Area	1,700,000	1,700,000										
1	Admin/Agency Employee Payroll	City of Moreno Valley Employees	Payroll Costs	Original Area							135,000	334,807				

MV00192948

MORENO VALLEY (RIVERSIDE)

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 13-14A) – Notes (Optional)

July 1, 2013 through December 31, 2013

Item #	Project Name / Debt Obligation	Notes/Comments
1	2007 Tax Allocation Bonds	
2	2007 Special Tax Refunding Bonds - Towngate 87-1	
3	Improvement Area No. 1 Special Tax Refunding Bonds	
4	CFD No. 3 - Auto Mall Refinance	
5	2011 Refunding of 97 LRB Bonds	
6	2005 Lease Revenue Bonds	
7	On-going Housing Monitoring Requirements	
8	Contract for Legal Services	
9	Contract for Legal Services	
10	Contract for Abatement of Properties	
11	Contract for Audit Services	
12	Contract for Special Tax Reporting	
13	CalPERS Retirement Liability	
14	Retiree Medical Trust (CERBT)	
15	Agency Loans #1 &# 2	
16	Price Club Acquisition Note	
17	Towngate Acquisition Note	
18	Moss Bros. Autogroup Participation Agreement	
19	Robertson's Ready Mix, Inc. OPA	
20	Hemlock Family Apartments	
21	Rancho Dorado Apts - South (Second Phase)	
22	Rancho Dorado Apts - South (Second Phase)	
23	Rancho Dorado Apts - South (Second Phase)	
24	Payroll Costs/Operating Costs	
25	Sunnymead Blvd. CIP 79221	Litigation Pending.
26	Sunnymead Blvd CIP 79221	Litigation Pending.
27	Sunnymead Blvd. CIP 79221	Litigation Pending.
28	Sunnymead Blvd. CIP 79221	Litigation Pending.
29	Sunnymead Blvd. CIP 79221	Litigation Pending.
30	Storm Drain/Day Street to Cottonwood CIP 79222	Litigation Pending
31	Storm Drain/Day Street to Cottonwood CIP 79222	Litigation Pending.
32	Day Street/Alessandro Blvd to Cottonwood CIP 79724	The project is complete.
33	Day Street/Alessandro Blvd to Cottonwood CIP 79724	The project is complete.
34	Day Street/Alessandro Blvd to Cottonwood CIP 79724	The project is complete.
35	Day Street/Alessandro Blvd to Cottonwood CIP 79724	The project is complete.
36	Day Street/Alessandro Blvd to Cottonwood CIP 79724	The project is complete.
37	Day Street/Alessandro Blvd to Cottonwood CIP 79724	The project is complete.
38	Auto Mall Street Upgrades CIP 79725	The project is complete.
39	Auto Mall Street Upgrades CIP 79725	The project is complete.
40	Auto Mall Street Upgrades CIP 79725	The project is complete.
41	Auto Mall Street Upgrades CIP 79725	The project is complete.

MV00192949

MORENO VALLEY (RIVERSIDE)

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 13-14A) – Notes (Optional)

July 1, 2013 through December 31, 2013

Item #	Project Name / Debt Obligation	Notes/Comments
42	Auto Mall Street Upgrades CIP 79725	The project is complete.
43	Indian Basin, Appurtenant CIP 79726	The project is complete.
44	Indian Basin, Appurtenant CIP 79726	The project is complete.
45	Ironwood Ave-Day St/Barclay Dr CIP 79727	The project is complete.
46	Ironwood Ave-Day St/Barclay Dr CIP 79727	The project is complete.
47	Ironwood Ave-Day St/Barclay Dr CIP 79727	The project is complete.
48	Ironwood Ave-Day St/Barclay Dr CIP 79727	The project is complete.
49	Ironwood Ave-Day St/Barclay Dr CIP 79727	The project is complete.
50	Ironwood Ave-Day St/Barclay Dr CIP 79727	The project is complete.
51	Nason/SR-60 Bridge CIP 79718	The project is complete.
52	Nason/SR-60 Bridge CIP 79718	The project is complete.
53	Nason/SR-60 Bridge CIP 79718	The project is complete.
54	Nason/SR-60 Bridge CIP 79718	The project is complete.

MV00192950

MINUTES - REGULAR MEETING OF FEBRUARY 12, 2013
(Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

MINUTES - REGULAR MEETING OF FEBRUARY 12, 2013
(Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

MINUTES - REGULAR MEETING OF FEBRUARY 12, 2013
(Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

Attachment 1

ORDINANCE NO. 861

AN INTERIM URGENCY ORDINANCE OF THE CITY OF MORENO VALLEY, CALIFORNIA, MAKING FINDINGS AND EXTENDING A MORATORIUM ON THE ISSUANCE OF LAND USE ENTITLEMENTS IN FOUR DESIGNATED LOCATIONS ALONG THE SR-60 EAST CORRIDOR AREA

The City Council of the City of Moreno Valley does hereby ordain as follows:

SECTION 1. FINDINGS

The City Council of the City of Moreno Valley hereby finds, determines, and declares that:

A. On January 22, 2013, at a duly noticed public meeting, the City Council lawfully adopted an urgency ordinance (Ordinance No. 859) imposing a moratorium on land use entitlements in four designated locations along the SR-60 East Corridor Area (identified in Exhibit A) pending study of a potential amendment to the City's general plan and zoning designations.

B. Government Code § 65858(a) authorized the City Council to adopt Ordinance No. 859 as an urgency measure, effective immediately and without public hearing, to protect the public safety, health and welfare. The interim ordinance may prohibit any uses which may be in conflict with general plan, specific plan, or zoning proposals which the City is considering or studying or intends to study within a reasonable time. Government Code § 65858 provides that Ordinance No. 859 expires and is no further force and effect forty-five (45) days from its date of adoption, unless the City Council extends the urgency ordinance following notice and a public hearing.

C. Prior to the hearing on this Ordinance, the City Council issued a written report describing the measures and actions taken by the City to alleviate the circumstances and conditions that led to the adoption and extension of Ordinance No. 859, as required by Government Code § 65858(d).

D. On February 26, 2013, in accordance with Government Code § 65858, the City Council held a properly noticed public hearing to consider extending the moratorium for a period of ten (10) months and fifteen (15) days from the date that Ordinance No. 859 would have otherwise expired.

E. The City Council has determined that the circumstances and conditions that led to the adoption of Ordinance No. 859, which are set forth therein and summarized herein, have not been alleviated as of the date of this Ordinance and would continue to create the concerns described in Ordinance No. 859.

F. Within the four designated locations along the SR-60 East Corridor Area identified on Exhibit A, there are a wide variety of planned and existing land uses, including residential, commercial, retail, business park, and industrial uses. The approval of applications to develop currently vacant parcels within these designated areas could result in the development of potentially incompatible uses, and could frustrate the City's intent to pursue a comprehensive planning approach for the designated area.

G. An extension of the moratorium is necessary to protect the public health, safety and welfare of the City and its residents because the untimely development of potentially incompatible uses could diminish the quality of life for current or future residents, and could frustrate the City's efforts to comprehensively plan for the most economically viable use of the area. The City Council has determined that a comprehensive review of the City's General Plan and zoning designations in this area is necessary, and has directed that a study be done to recommend changes to the Zoning Code and/or General Plan policies to facilitate compatible and economically-viable land use and development within the designated areas along the SR-60 East Corridor.

H. In 2000, the City Council adopted an interim urgency ordinance (Ordinance No. 573) and extended the interim ordinance (Ordinance No. 576) under the authority of Government Code § 65858. Ordinances No. 573 as extended by Ordinance No. 576 imposed a moratorium on land use approvals in some locations covered by this interim Ordinance. As required by Government Code § 65858(f), the City Council finds that the moratorium adopted in 2000 was adopted to protect the public health, safety, and welfare from an event separate and distinct from the circumstances that give rise to the current Ordinance. The 2000 moratorium was specifically adopted in response to litigation that caused the City to rescind Specific Plan 217. The current Ordinance is adopted for the reasons identified in Sections A through H of this Ordinance, relating to compatibility of existing and planned land uses in the designated locations.

I. In order to prevent the frustration of the City's study of potential changes to the City's Zoning Code and other adopted policies and the implementation thereof, the public interest, health, safety and welfare require the extension of Ordinance No. 859. The absence of this Ordinance would create a serious threat to the orderly and effective implementation of any zoning amendments, general plan amendments, or specific plan amendments which may be adopted by the City as a result of the studies.

J. The City Council finds that this Ordinance is immediately required to preserve the status quo in the four designated areas during the period of time required to complete the studies and potential revisions to the general plan, specific plans, or zoning ordinance in order to protect public safety, health, and welfare of the City and its residents.

K. The City Council further finds, based on the findings stated herein, the anticipated State Route 60 East Corridor Area Study, public comment and evidence presented at the public hearing, that in accordance with Government Code § 65858(c):

1. The continued approval of the development of multifamily housing projects would have a specific, adverse, impact on the public health or safety. As used in this paragraph, a "specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the ordinance is adopted by the legislative body. The development of residential uses in close proximity to SR 60 and existing industrial and large-scale commercial uses would result in significant, quantifiable, direct, and unavoidable impacts to the health or safety of future residents. Such development would violate objective, written public health or safety standards set forth in the City's General Plan by exposing future residents to the effects of incompatible land uses, including high levels of noise. Continued approval of multifamily housing projects in the moratorium area would violate the following General Plan policies:

- The General Plan Land Use Map, which was designed to locate residential land uses away from high noise levels;

- Goal 2.1 ("a pattern of land uses, which organizes future growth, minimizes conflicts between land uses, and which promotes the rational utilization of presently underdeveloped and undeveloped parcels");

- Policy 2.2.17 ("discourage nonresidential uses on local residential streets that generate traffic, noise or other characteristics that would adversely affect nearby residents");

- Policy 2.4.3 ("the commercial area located on the north side of State Route 60 at the intersection of Moreno Beach Drive shall provide for the establishment of commercial land uses that serve the daily needs of the surrounding residential neighborhood and the traveling public. It is not intended to serve the needs of the region for goods, services, entertainment or shall identify the particular uses and type of development permitted on each parcel, which could include office uses and compatible noncommercial uses.");
- Policy 2.5.2 ("locate manufacturing and industrial uses to avoid adverse impacts on surrounding land uses");

- Objective 6.3 ("provide noise compatible land use relationships by establishing noise standards utilized for design and siting purposes"); and

- Objective 6.5 ("minimize noise impacts from significant noise generators such as, but not limited to, motor vehicles, trains, aircraft, commercial, industrial, construction, and other activities").

2. The interim ordinance is necessary to mitigate or avoid the specific, adverse impact identified pursuant to paragraph (1), above. The continued development of residential uses could result in a long-term conflict between new residential and existing industrial/commercial land uses. By temporarily halting new development, the City can effectively evaluate and implement changes to its General Plan or Zoning Code to avoid such conflicts.

3. There is no feasible alternative to satisfactorily mitigate or avoid the specific, adverse impact identified in paragraph (1) as well or better, with a less burdensome or restrictive effect, than the adoption of the proposed interim ordinance.

L. The City Council finds, determines, and declares that there is a current and immediate threat to the public health, safety or welfare of the City and its citizens and that the approval of entitlements for new development in the designated areas would result in that threat to public health, safety or welfare, thereby necessitating the extension of Ordinance No. 859. The facts constituting such an urgency are set forth in Sections A-K, inclusive, of this Ordinance and Ordinance No. 859.

M. The City Council further finds that this is a matter of City-wide importance and is not directed towards nor targeting any particular parcel of property or proposed use.

SECTION 2. URGENCY MEASURE

Pursuant to Government Code § 65858, it is hereby declared that this Ordinance is necessary as an emergency, urgency measure for preserving the public health, safety and welfare. Until the City's Zoning Code can be thoroughly examined and changed, as determined necessary by the City Council, to eliminate the potential adverse impacts or conflicts that such uses may cause within the designated areas, no land use permit shall be granted. This includes the approval of subdivisions, zone changes, use permits, variances, building permits, or any other applicable entitlement for land use that would result in new development in the designated areas. This moratorium does not preclude the issuance of building permits that would establish uses that received any land use approval from the Planning Commission prior to the adoption of Ordinance No. 859, nor shall it prohibit the issuance of building permits for modifications to existing structures in the designated areas. The City Council specifically recognizes that there will be a moratorium on all land use entitlements for new development at the four locations identified on Exhibit A.

SECTION 3. EXPIRATION

This Ordinance shall extend the effective period of Ordinance No. 859 for a period of ten (10) months and fifteen (15) days from the date that Ordinance No. 859 would have otherwise expired, unless further extended by the City Council pursuant to the procedures set forth in Government Code § 65858.

SECTION 4. SEVERABILITY

If any section, subsection, sentence, clause, phrase or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed and adopted this Ordinance, and each and all provisions hereof, irrespective of the fact that one or more provisions may be declared invalid.

SECTION 5. PUBLICATION

The City Clerk shall certify to the passage of this Ordinance and cause the same to be published in the manner prescribed by law.

SECTION 6. EFFECTIVE DATE

This Ordinance shall be introduced, passed and adopted at one and the same meeting and shall become effective immediately and shall extend the effective period of Ordinance No. 859 for a period of ten (10) months and fifteen (15) days from the date that Ordinance No. 859 would have otherwise expired. The reasons for this urgency are set forth in Paragraphs A-K, inclusive, and Section 1, of this Ordinance.

Passed, approved and adopted this 26th day of February, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

URGENCY ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that urgency Ordinance No. 861 was read and duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 26th day of February, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

City Clerk

(SEAL)

SR-60 East Corridor Area

Exhibit A

OLIVER ST
PETIT ST
IRONWOOD AVE
QUINCY ST
Area 4
HEMLOCK AVE
MORENO BEACH DR
HEMLOCK AVE
Area 1
PETIT ST
60
Area 3
Area 2
FIR AVE
THEODORE ST
REDLANDS BLVD
EUCALYPTUS AVE
EUCALYPTUS AVE
SINCLAIR ST
DRACAEA AVE
DRACAEA AVE
DRACAEA AVE
COTTONWOOD AVE
OLIVER ST
QUINCY ST

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map.

N

0 0.125 0.25 0.5 Miles

Area1
Area2
Area3
Area4
Parcels
City Boundary

MORENO VALLEY
WHERE DREAMS SOAR

MV00192960

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Michelle Dawson, Assistant City Manager

AGENDA DATE: February 26, 2013

TITLE: APPROVE RESOLUTION NO. 2013-15 ESTABLISHING THE MAYOR'S AD HOC COMMITTEE ON INCREASING GRADUATION RATES

RECOMMENDED ACTION

Recommendation: That the City Council:

1. Approve Resolution No. 2013-15 establishing a Mayor's Ad Hoc Committee on Increasing Graduation Rates. Resolution No. 2013-15 - A Resolution of the City Council of the City of Moreno Valley, California, Establishing A Mayor's Ad Hoc Committee on Increasing Graduation Rates

BACKGROUND

According to the California Department of Education, the high school graduation rate for Moreno Valley Unified School District's Class of 2010-11 was 69%*. This is lower than both the national and state averages (the graduation rate in California for 2010-11 was 76%).

DISCUSSION

Too many Moreno Valley high school students are leaving school without graduating. While the leadership of MVUSD is making every effort to remediate the various factors that contribute to low graduation rates, schools are just one part of what needs to be a community-wide effort.

At their workshop conducted on February 2, 2013, the City Council agreed to support a partnership among the City, Moreno Valley Unified School District (MVUSD) and the

*This statistic represents the cohort graduation rate which is the percentage of students who enter ninth grade together that then graduated within four years.

business community to make increasing our graduation rate a top priority. Mayor Owings is proposing the formation of a Mayor's Ad Hoc Committee on Increasing Graduation Rates. The goal of this committee will be to increase graduation rates through the implementation of a focused partnership among the City of Moreno Valley, the Moreno Valley Unified School District and the business community. It is necessary to focus efforts on students throughout their time in our school system, teaching them and their families the importance of good study habits while in elementary school, supporting programs such as AVID that increase schoolwide learning and performance, expanding the successful vocational training programs currently in place, and establishing partnerships within the community for job training and internship opportunities.

The Mayor's Ad Hoc Committee on Increasing Graduation Rates is proposed to identify talented, purposeful and generous community members with a desire to make a positive impact on our youth. The proposed resolution will establish the committee as a four-year ad hoc committee tasked with mentoring students and providing them with meaningful work and life skills that will translate to higher graduation rates. Ad Hoc Committees are temporary committees established by the City Council to achieve a purported goal. As proposed, the Ad Hoc Committee on Increasing Graduation Rates will terminate on June, 30, 2017 but may be extended by the City Council following a review of the Committee's achievements. Should the Mayor and City Council choose to extend the term of the Committee after June 30, 2017 it may consider establishing a standing commission or board through adoption of an ordinance.

Mayor Owings has approached MVUSD Superintendent Dr. Judy White and requested that she accept the role of Chairperson of the Mayor's Ad Hoc Committee on Increasing Graduation Rates. As proposed in the attached resolution, the Committee will consist of the Chairperson and at least four other members selected by the Mayor and Chairperson. Additional members may be appointed at the discretion of the Chair. The membership of the committee as proposed would deviate from other City-established boards and commissions in that residency in Moreno Valley would not be a requirement. The intent is to create partnerships with as many dedicated people and businesses as we can to achieve the goal of the committee, therefore limiting membership strictly to city residents would be too constricting. An application process will be used in accordance with standards established by City boards and commissions. One membership appointment may be reserved for a youth member at the discretion of the Chair. As stated in the resolution, the Committee will have the following powers and duties:

a. Develop and implement programs and/or services that will further the goal of increasing graduation rates in Moreno Valley.
b. Recruit students, businesses, and volunteers from the community to assist in this effort.
c. Solicit funds from governmental agencies, private contributions, grants, sponsorships or participate in other fundraising opportunities.
d. Submit periodic status reports to the Mayor and City Council.

Following discussion with the Mayor and in anticipation of the formation of the Mayor's Ad Hoc Committee on Increasing Graduation Rates, Superintendent White has already discussed with City staff a potential program to move toward the stated goal of the committee. The concept for this is a summer internship program linking the classrooms with the business community. The program would combine one week of specialized instruction on professional development followed by several weeks of on-the-job training through an internship. The student interns would be paid a small stipend at the end of the program. Mayor Owings has also met with Riverside County Superintendent of Schools Kenneth Young about the success of AVID programs in closing the achievement gap and the desire to expand these programs as well. While these are just two ideas, they are examples of the type of programs that the Mayor's Ad Hoc Committee on Increasing Graduation Rates would develop, support and/or implement.

ALTERNATIVES

1. Approve the proposed Resolution establishing a Mayor's Ad Hoc Committee on Increasing Graduation Rates. *Staff recommends this alternative as it promotes the City Council's stated desire to partner with the Moreno Valley Unified School District and the business community to focus efforts on increasing high school graduation rates.*

2. Do not approve the proposed Resolution establishing a Mayor's Ad Hoc Committee on Increasing Graduation Rates. *Staff does not recommend this alternative as it would not promote the City Council's stated desire to partner with the Moreno Valley Unified School District and the business community to focus efforts on increasing high school graduation rates.*

FISCAL IMPACT

There is no fiscal impact.

CITY COUNCIL GOALS

Positive Environment: Create a positive environment for the development of Moreno Valley's future.

ATTACHMENTS

Attachment 1: Proposed Resolution
Attachment 2: Cover for Application Form
Attachment 3: Application Form: Mayor's Ad Hoc Committee on Increasing Graduation Rates

Prepared By:
Michelle Dawson
Assistant City Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ESTABLISHING A MAYOR'S AD HOC COMMITTEE ON INCREASING GRADUATION RATES

WHEREAS, earning a diploma is evidence of dedication, hard work and commitment; and

WHEREAS, high school graduates have an advantage in the job market and typically earn more money than students who did not complete their high school education; and

WHEREAS, the leadership at Moreno Valley Unified School District ("District") is dedicated to providing quality education to Moreno Valley's youth, making "Excellence on Purpose" a way of life; and

WHEREAS, schools are just one part of a larger social system that includes families and communities, which are equally responsible for the development of youth; and

WHEREAS, at their February 2, 2013 Workshop, the Mayor and City Council agreed that achieving a more respectable graduation rate and supporting a Mayor's Ad Hoc Committee on Increasing Graduation Rates are top priorities for the City; and

WHEREAS, the goal of a Mayor's Ad Hoc Committee on Increasing Graduation Rates is to increase graduation rates through the implementation of a focused partnership among the City of Moreno Valley, the Moreno Valley Unified School District and the business community; and

WHEREAS, objectives to be achieved in the attainment of that goal include 1) creating a strong, healthy and supportive community that addresses the preparation of youth for college and/or career success and 2) responding responsibly to the business community's request for a highly qualified workforce; and

WHEREAS, Section 9.0 of the City's Rules of Procedure for Council Meetings and Related Functions and Activities, as established in City of Moreno Valley Resolution No. 2011-117, states that the City Council may, by motion or resolution, appoint ad hoc committees for particular temporary purposes;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. There is created a Mayor's Ad Hoc Committee on Increasing Graduation be appointed by the Mayor and Chair after reviewing applications submitted to the City Clerk's office in accordance with the standards

Rates.

2. The Ad Hoc Committee shall consist of at least 5 members including a Committee Chair who shall be appointed by the Mayor. Additional members may be added at the discretion of the Chair. The remaining members shall be appointed by the Mayor and Chair after reviewing applications submitted to the City Clerk's office in accordance with the standards established by other City Commissions and Boards. The Chair shall select a Vice Chair from among the appointed committee members.

3. One or more members may be a youth representative, at the discretion of the Chair.

4. The Mayor's Ad Hoc Committee on Increasing Graduation Rates shall be an Ad Hoc Committee formed for the particular purpose of focusing City, School District and business community effort and resources on programs and/or services to increase the graduation rate at Moreno Valley high schools.

5. Ad Hoc Committees are temporary and, as such, by adopting this resolution the City Council agrees that this will be a temporary committee which will expire on June 30, 2017.

6. Terms for committee members will also expire on that date. Any vacancies created on the committee prior to June 30, 2017 will be filled through the appointment of the Mayor and Chair after reviewing applications submitted to the City Clerk's office in accordance with the standards established by other City Commissions and Boards.

7. Should the Mayor and City Council choose to extend the life of the Committee after June 30, 2017, it may consider establishing a standing commission or board through adoption of an ordinance.

8. Should the Mayor and City Council extend the Committee as a standing commission or board, the terms of the Committee Members shall be defined within an ordinance establishing the board or commission.

9. Residency in the City of Moreno Valley shall not be a requirement for Committee membership.

10. Members of other City of Moreno Valley boards or commissions will be considered for Committee membership.

11. Unless otherwise stated in this resolution, all relevant sections of Municipal Code 2.06 shall apply to this Committee. chairperson, with the consent of the committee, may fix and appoint the membership of such subcommittees. Membership on a subcommittee need not be limited to

members of the committee except that the chairperson of the subcommittee shall be a member of the Ad Hoc Committee.

12. The Mayor's Ad Hoc Committee on Increasing Graduation Rates shall have the following power and duties:

    a. Develop and implement programs and/or services that will further the goal of increasing graduation rates in Moreno Valley.

    b. Recruit students, businesses, and volunteers from the community to assist in this effort.

    c. Solicit funds from private contributions, grants, sponsorships or participate in other fundraising opportunities.

    d. Submit periodic status reports to the Mayor and City Council.

13. The Ad Hoc Committee may establish such temporary subcommittees as it may deem expedient for the performance of its duties, and the chairperson, with the consent of the committee, may fix and appoint the membership of such subcommittees. Membership on a subcommittee need not be limited to members of the committee except that the chairperson of the subcommittee shall be a member of the Ad Hoc Committee.

14. The City Manager may appoint a secretary and/or other staff for the Ad Hoc Committee and provide such reimbursement for their necessary expenses as may be authorized by the City Council in the budget and approved in advance by the City Manager.

15. The Ad Hoc Committee shall hold one or more regular meetings per month and designate the times, dates, and places therefor. All meetings of the Ad Hoc Committee and any subcommittees shall be open to the public.

16. Special meetings may be called by the Chairperson or by a majority of the Ad Hoc Committee provided that notice of such special meetings is given to each member of the Committee at least 72 hours prior to the time of the meeting.

17. Three or more members of the committee shall constitute a quorum for the conduct of business.

18. The Ad Hoc Committee shall be governed by the Brown Act and follow the Rules of Procedure for Council Meetings and Related Functions and Activities as enacted by City Resolution 2013-10, and as amended by future City Resolutions.

MV00192967

19. The Ad Hoc Committee shall adopt rules for the transaction of business and shall keep a public record of its action. Promptly after approval thereof by the committee, the original minutes of the committee meetings shall be filed with the City Clerk.

20. If a member of the Ad Hoc Committee is absent without cause from three successive regular meetings of the committee or from twenty-five percent (25%) of the duly scheduled meetings of the committee within any fiscal year, the committee may request the mayor and Chairperson declare a position vacant. An absence may be excused if it is due to illness or is unavoidable and the member gives notice to assigned City staff as to the reason.

APPROVED AND ADOPTED this 26th day of February, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00192968

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-15 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 26th day of February, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

MV00192969

THE CITY OF MORENO VALLEY
MAYOR'S AD HOC COMMITTEE ON INCREASING GRADUATION RATES

"Positive, Purposeful Work Toward Something Greater Than Ourselves"
--Mayor Tom Owings

About the Mayor's Ad Hoc Committee on Increasing Graduation Rates
The goal of the Mayor's Ad Hoc Committee on Increasing Graduation Rates is to increase graduation rates through the implementation of a focused partnership among the City of Moreno Valley, the Moreno Valley Unified School District and the business community.

The Mayor's Ad Hoc Committee on Increasing Graduation Rates is an Ad Hoc Committee established by the City of Moreno Valley to identify talented, purposeful and generous community members with a desire to make a positive impact on our youth. Established by resolution as a Four-Year Ad Hoc Committee, the committee members are tasked with mentoring students and providing them with meaningful work and life skills that will translate to higher graduation rates. The Ad Hoc Committee will terminate on June, 30, 2017 and may be extended by the City Council following a review of the Committee's achievements. Ad Hoc Committees are temporary committees established by the City Council to achieve a purported goal. Should the Mayor and City Council choose to extend the term of the Committee after June 30, 2017 it may consider establishing a standing commission or board through adoption of an ordinance.

Committee Membership
The Chairperson of the Committee shall be selected by the Mayor. Committee members are nominated by the Mayor or the Committee Chair. Membership will consist of at least 5 members including the Committee Chair appointed by the Mayor and a Vice Chair selected by the Chair. At the discretion of the Chair, one or members may be a youth representative also selected by the Mayor or the Committee Chair. Terms shall expire when the Ad Hoc Committee expires on June 30, 2017. Should the Mayor and City Council extend the Committee as a standing commission or board, the terms of the Committee Members shall be defined within an ordinance establishing the board or commission.

Meetings
The meeting locations and times shall be established by the Committee Chair.

City Staff Liaison for the Mayor's Ad Hoc Committee on Increasing Graduation Rates:
Michele Patterson, Assistant to the City Manager
(951) 413-3030
michelep@moval.org

Attachment 3

For City Clerk's Use
Stamp Date and Time Received

City of Moreno Valley

MAYOR'S AD HOC COMMITTEE ON INCREASING GRADUATION RATES
Membership Application Form

The goal of the Mayor's Ad Hoc Committee on Increasing Graduation Rates is to increase graduation rates through the implementation of a focused partnership among the City of Moreno Valley, the Moreno Valley Unified School District and the business community. The Mayor's Ad Hoc Committee on Increasing Graduation Rates is an Ad Hoc Committee established by the City of Moreno Valley to identify talented, purposeful and generous community members with a desire to make a positive impact on our youth. Established by resolution as a Four-Year Ad Hoc Committee, the committee members are tasked with mentoring students and providing them with meaningful work and life skills that will translate to higher graduation rates.
Meeting Schedule: To Be Determined.

Name: _____

Home Address: _____

_____

CONFIDENTIAL INFORMATION

Home Phone No.: _____ Driver's License No.: _____

Work Phone No.: _____ Cell Phone No.: _____

E-mail Address: _____

Business Name: _____ Title: _____

Address: _____

_____

What other areas of interest do you have in our City government?

_____

_____

_____

List any education, training, or special skills, you have which may be relevant or of particular use to this Board:

_____

_____

_____

List any employment, volunteer work, or membership in a service/community organization that you have served on, or are now a member of. Please provide the name(s) of the agency(ies) and dates served:

Would you be available for meetings during the day ☐ or evening? ☐

Why do you wish to serve on this Committee?

Explain briefly your understanding of what this Committee does, including its powers and limitations.

What do you hope to accomplish by your participation?

Have you ever been convicted of a felony? Yes ☐ No ☐

If yes, please explain briefly:

I hereby give my consent that the City may obtain and review, on a confidential basis, such information regarding me as may be contained in the California State Summary Criminal History and in records of the California Department of Motor Vehicles. Yes ☐ No ☐

I hereby agree to attend all Board meetings, unless excused, and understand I may be removed for lack of attendance, pursuant to Municipal Code, Subsection 2.06.010(C) which states, "If a member is absent without advance permission of the board or commission or the appointing authority, from three consecutive regular or from 25 percent of the duly scheduled meetings of the board or commission within any fiscal year, the membership shall thereupon become vacant and shall be filled as any other vacancy."

CERTIFICATE OF APPLICANT: I certify that all statements in this application are true and complete to the best of my knowledge. I understand that any false statements of material fact will subject me to disqualification or dismissal if appointed. I release the City of Moreno Valley from any liability for the use of aforesaid information.

Signature

Date

Please Note: Applications will be kept on file for potential future vacancies for one year after the application submittal date. Applications are accepted year-round.

Revised 08/03/09

MORENO VALLEY
WHERE DREAMS SOAR

Parks and Community Services

City Council Meeting: February 26, 2013

MV00192974

MORENO VALLEY
WHERE DREAMS SOAR

The Moreno Valley Parks and Community Services Department enriches lives and fosters harmony within the community through city-wide programs.

We believe quality of life improves through healthy lifestyles, and educational and recreational opportunities.

MV00192975

MORENO VALLEY
WHERE DREAMS SOAR

Mission Statement

In partnership with our citizens, the Department of Parks and Community Services provides comprehensive park, recreation, and programs, facilities, and services, which constantly respond to changing community needs. We strive to preserve, enhance, and protect our open space to enrich the quality of life for present and future generations in a safe and secure environment.

MV00192976

MORENO VALLEY
WHERE DREAMS SOAR

Quality of Life Statement

The definition of quality of life is different for everyone. The main thing that determines quality of life is our ability to enjoy all that life has to offer. For instance, the ability to walk, talk, see, and feel all contributes to our overall quality of life. A quality of life is a life full of meaning and purpose.

MV00192977

MORENO VALLEY

WHERE DREAMS SOAR

Recreation Programs

MV00192978

MORENO VALLEY
WHERE DREAMS SOAR

Time for Tots

MV00192979

MORENO VALLEY

WHERE DREAMS SOAR

Contract Classes

MV00192980

MORENO VALLEY

WHERE DREAMS SOAR

Spring Programs

MV00192981

MV00192982

MORENO VALLEY

WHERE DREAMS SOAR

Winter Programs

MV00192983

MORENO VALLEY
WHERE DREAMS SOAR

Senior Center Programs

MV00192984

MORENO VALLEY
WHERE DREAMS SOAR

Senior Community Center Programs

MV00192985

MORENO VALLEY

WHERE DREAMS SOAR

Child Care Programs

MV00192986

MORENO VALLEY
WHERE DREAMS SOAR

THINK Together and "A Child's Place" Programs

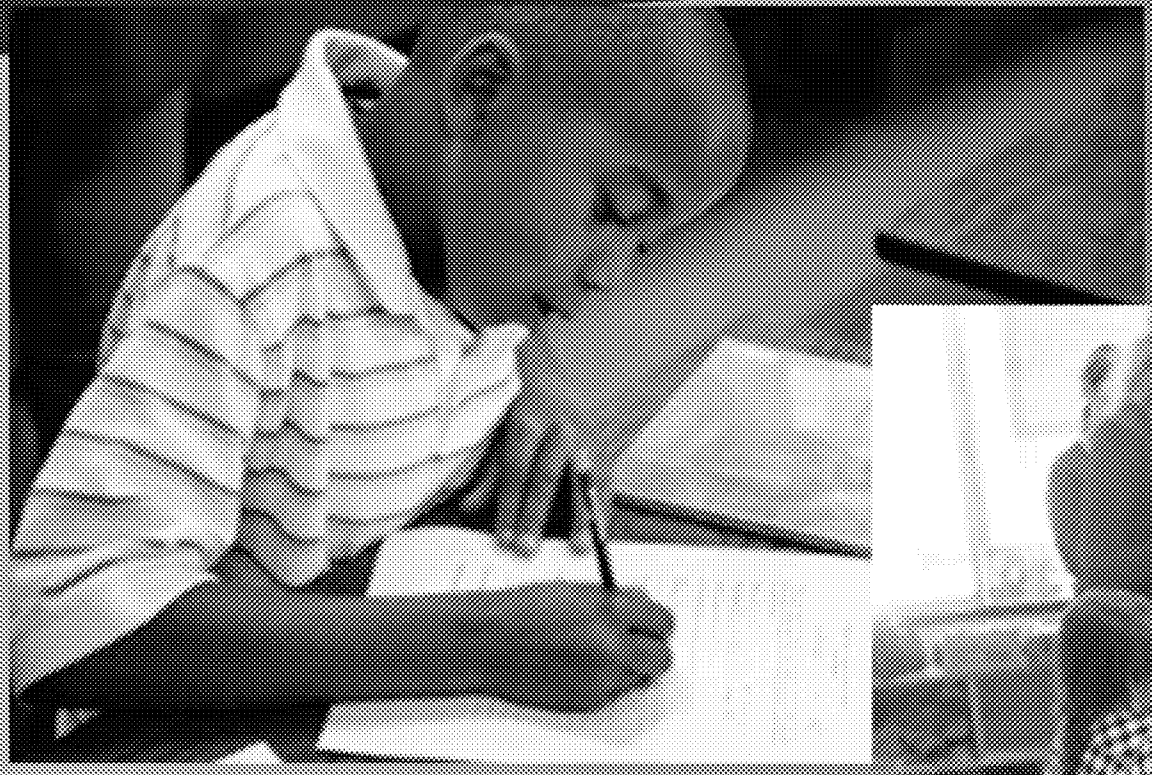

MV00192987

After School Programs

MV00192988

MORENO VALLEY

WHERE DREAMS SOAR

Sports

MV00192989

MORENO VALLEY

WHERE DREAMS SOAR

Pee Wee and Junior Sports

MV00192990

MORENO VALLEY

WHERE DREAMS SOAR

Youth Sports

MV00192991

MORENO VALLEY
WHERE DREAMS SOAR

Community Park Soccer Fields

MV00192992

MORENO VALLEY

WHERE DREAMS SOAR

Soccer Arena

MV00192993

MORENO VALLEY

WHERE DREAMS SOAR

Banquet Rooms

MV00192994

MORENO VALLEY

WHERE DREAMS SOAR

Conference and Recreation Center

MV00192995

MORENO VALLEY

WHERE DREAMS SOAR

Grand Valley Ballroom

MV00192996

MV00192997

MORENO VALLEY

WHERE DREAMS SOAR

TownGate Community Center

MV00192998

MV00192999

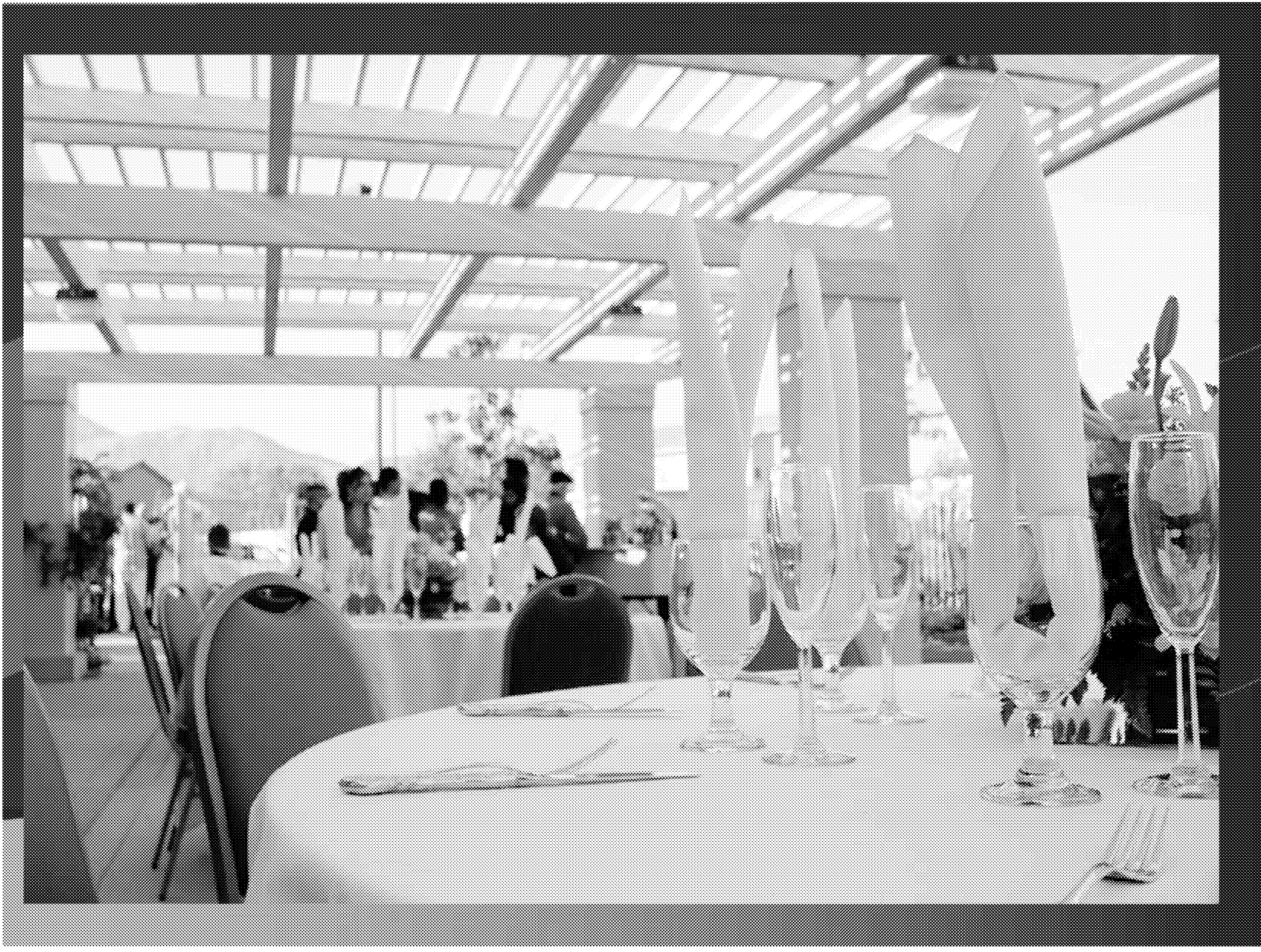

MV00193000

MORENO VALLEY

WHERE DREAMS SOAR

Senior Community Center

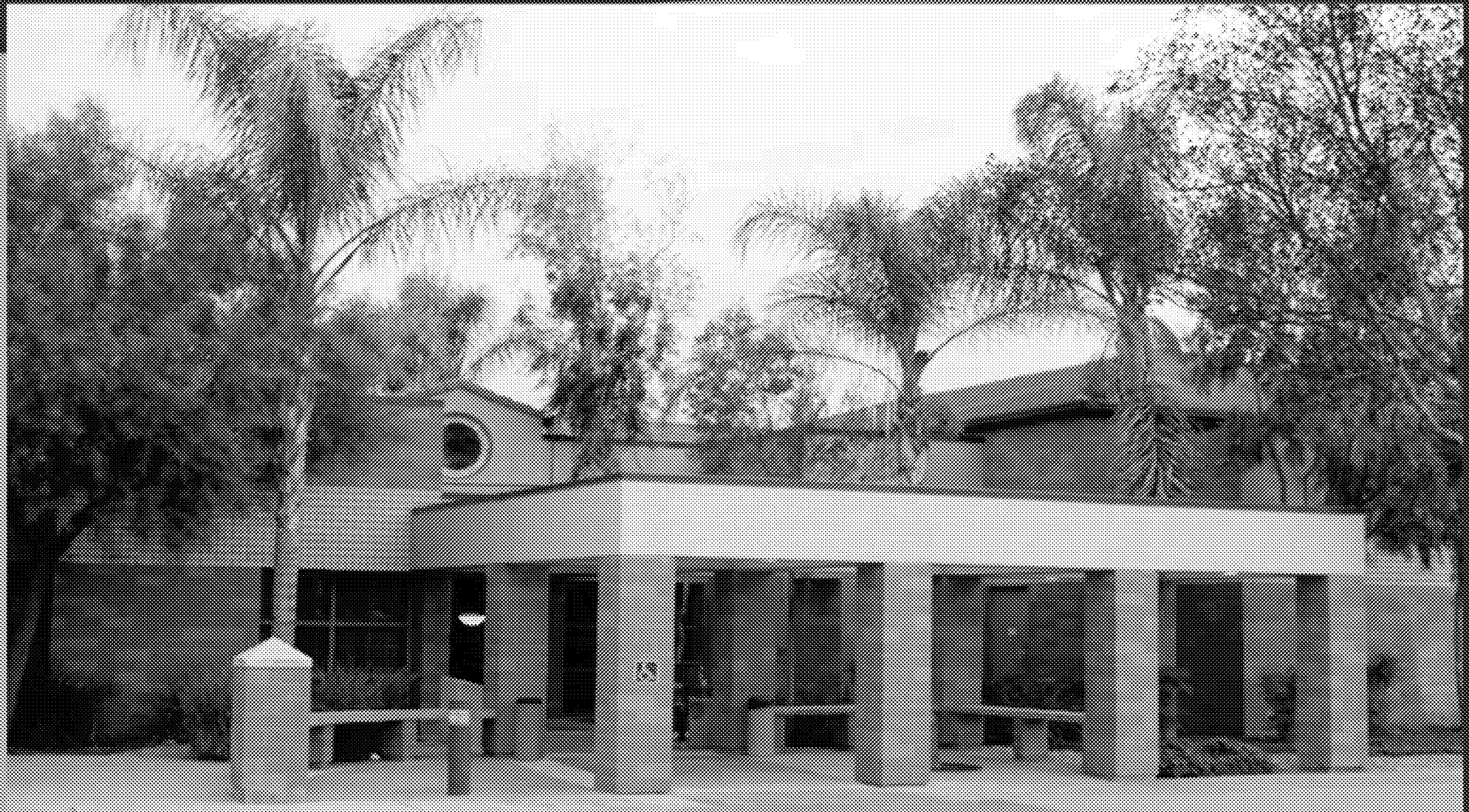

MV00193001

MV00193002

MORENO VALLEY

WHERE DREAMS SOAR

Parks and Facilities

MV00193003

MORENO VALLEY
WHERE DREAMS SOAR

Equestrian and Nature Center

MV00193004

MV00193005

MORENO VALLEY

WHERE DREAMS SOAR

Hound Town Dog Park

MV00193006

MORENO VALLEY

WHERE DREAMS SOAR

Multi-Use Trails

MV00193007

MV00193008

MORENO VALLEY

WHERE DREAMS SOAR

Hike to the Top

MV00193009

MORENO VALLEY

WHERE DREAMS SOAR

Cottonwood Golf Center

MV00193010

MV00193011

TownGate Memorial Park Playground

MV00193012

MORENO VALLEY

WHERE DREAMS SOAR

Celebration Park

MV00193013

MORENO VALLEY

WHERE DREAMS SOAR

Shadow Mountain Park

MV00193014

MORENO VALLEY

WHERE DREAMS SOAR

Special Events

MV00193015

MORENO VALLEY
WHERE DREAMS SOAR

Artober Fest

MV00193016

MORENO VALLEY

WHERE DREAMS SOAR

Pet in the Park

MV00193017

MORENO VALLEY

WHERE DREAMS SOAR

Youth Fest

MV00193018

MORENO VALLEY

WHERE DREAMS SOAR

Art and Wine Festival

MV00193019

MORENO VALLEY

WHERE DREAMS SOAR

July 4th

Family Fun Fest

MV00193020

MORENO VALLEY
WHERE DREAMS SOAR

Parade

MV00193021

MV00193022

MORENO VALLEY

WHERE DREAMS SOAR

Festival

MV00193023

MV00193024

MV00193025

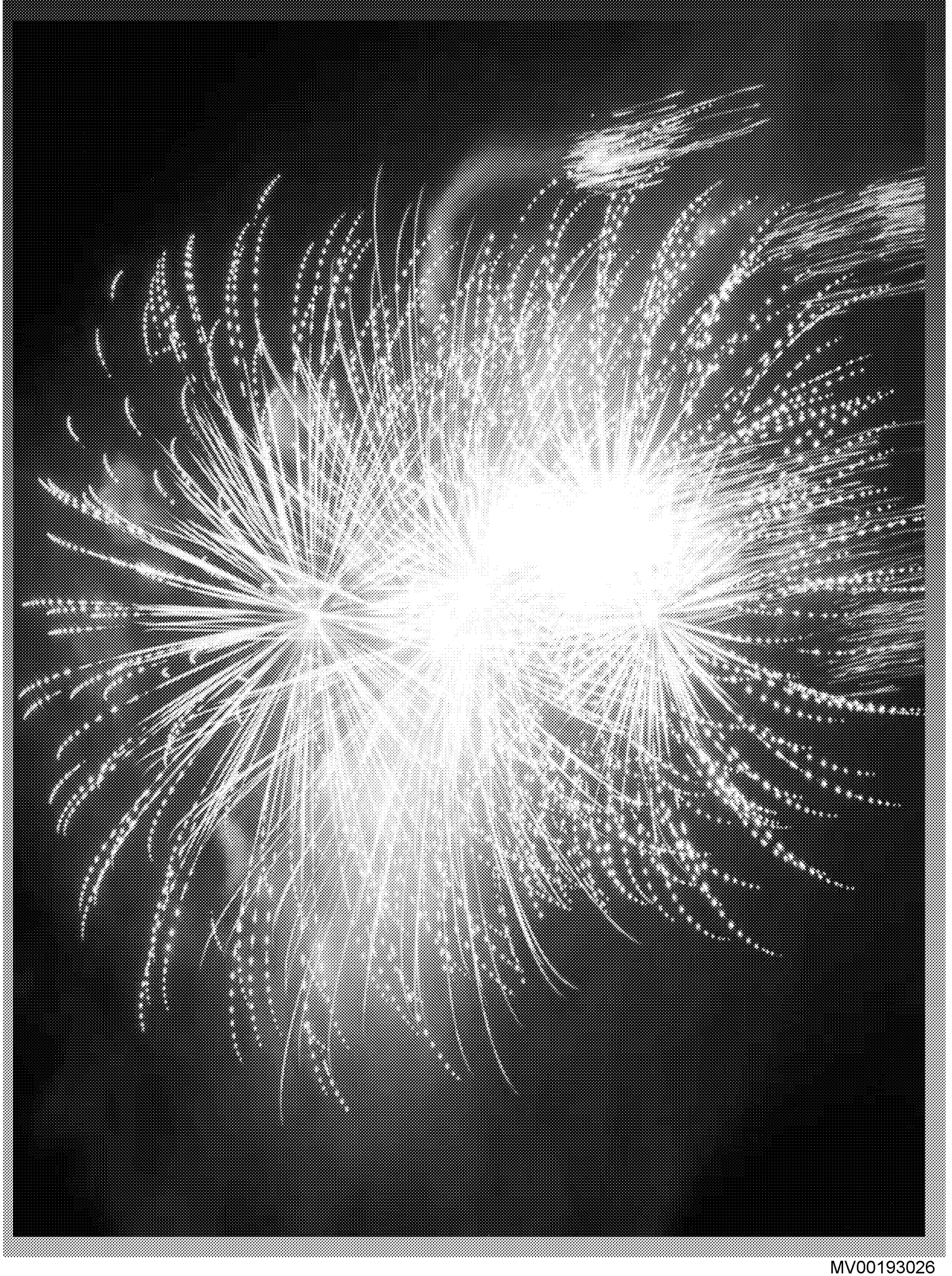

MV00193026

MV00193027

MORENO VALLEY

WHERE DREAMS SOAR

SOARING Recreation Guide

MV00193028

MORENO VALLEY
WHERE DREAMS SOAR

Future Facilities and Upcoming Events

MV00193029

MORENO VALLEY
WHERE DREAMS SOAR

Movies in the Park

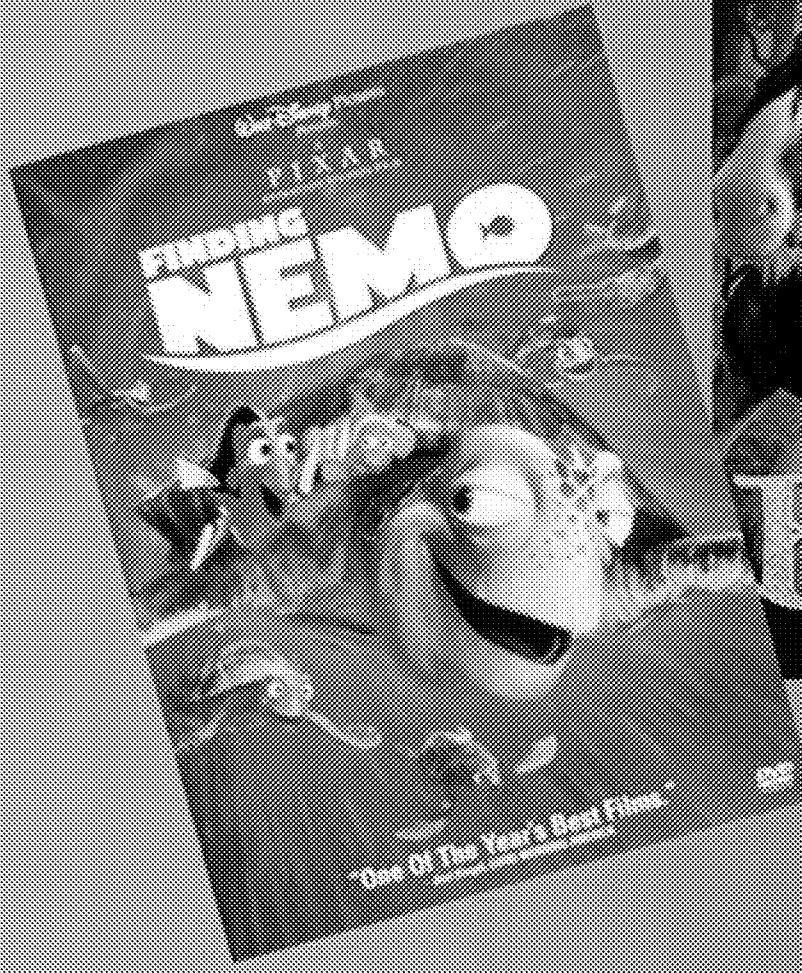

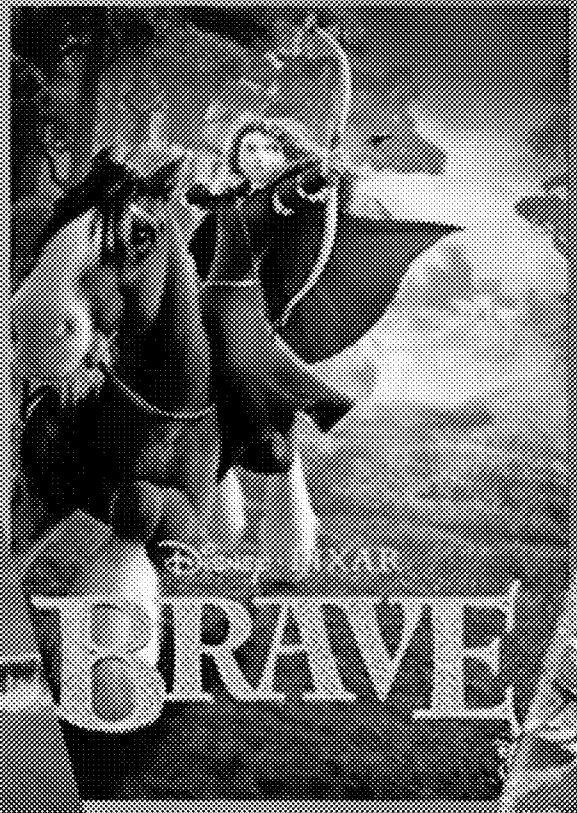

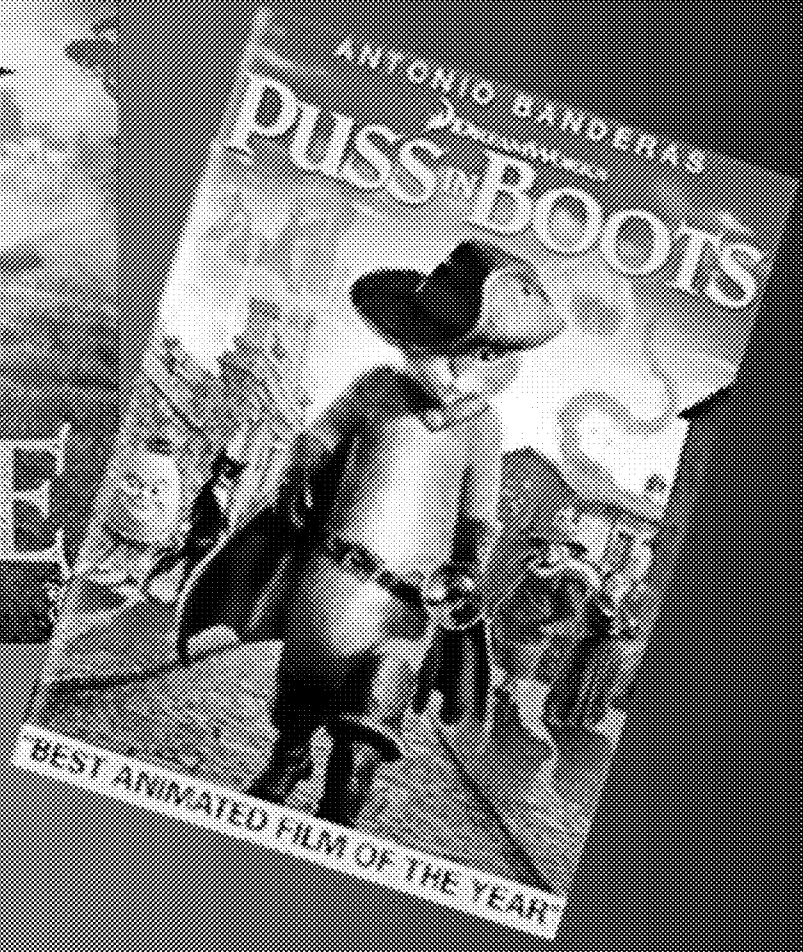

MV00193030

MV00193031

MORENO VALLEY

WHERE DREAMS SOAR

Concerts in the Park

FREE MOVAL CONCERT SERIES

Fridays at 6:00 p.m. at Towngate Community Center, 13051 Elsworth Street. Bring your blankets and lawn chairs and prepare to party as we pay tribute to a variety of music.

Free Admission

- **Red Not Chili Peppers** — Red Hot Chili Peppers Tribute Band/Rock
- **Latin Society** — Latin Music
- **Hulaballo** — Chicanero
- **Southband** — Classic Rock
- **Joshua Tree** — U2 Tribute Band
- **Gold Rush** — Country
- **Soulsomatik** — Motown

Concert series concludes at July 4th Celebration Family Funfest located at Mountain View Middle School:
4:00 p.m. - Mrs. Jones Revenge
5:45 p.m. - Ghosts in the Machine
7:30 p.m. - Hollywood Stones

FOR MORE INFORMATION CALL THE CITY OF MORENO VALLEY PARKS & COMMUNITY SERVICES DEPARTMENT AT 413-3280

MV00193032

MORENO VALLEY
WHERE DREAMS SOAR

Conference and Recreation Center Mural

MV00193033

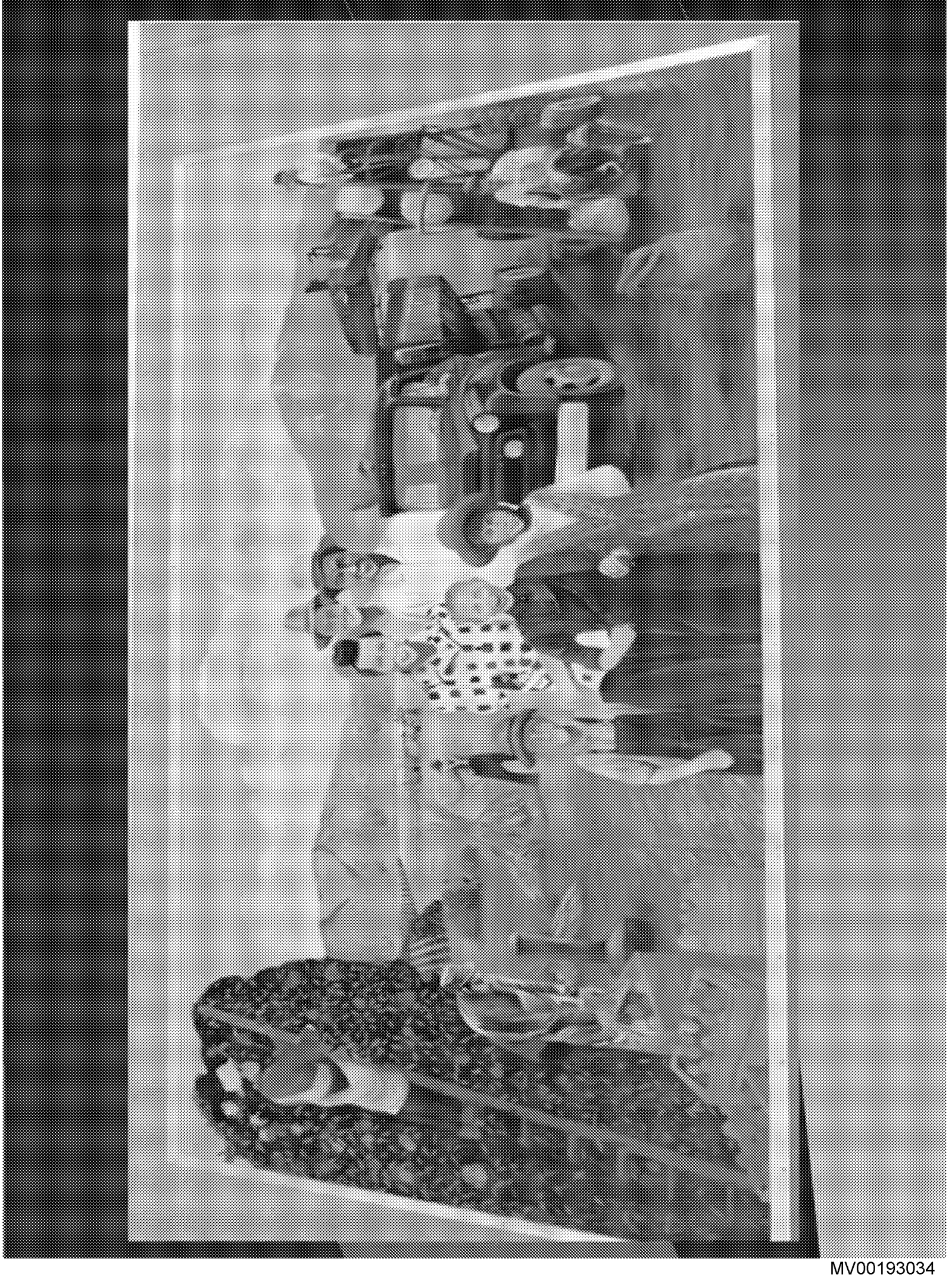

MV00193034

MV00193035

MORENO VALLEY
WHERE DREAMS SOAR

Lasselle Sports Park

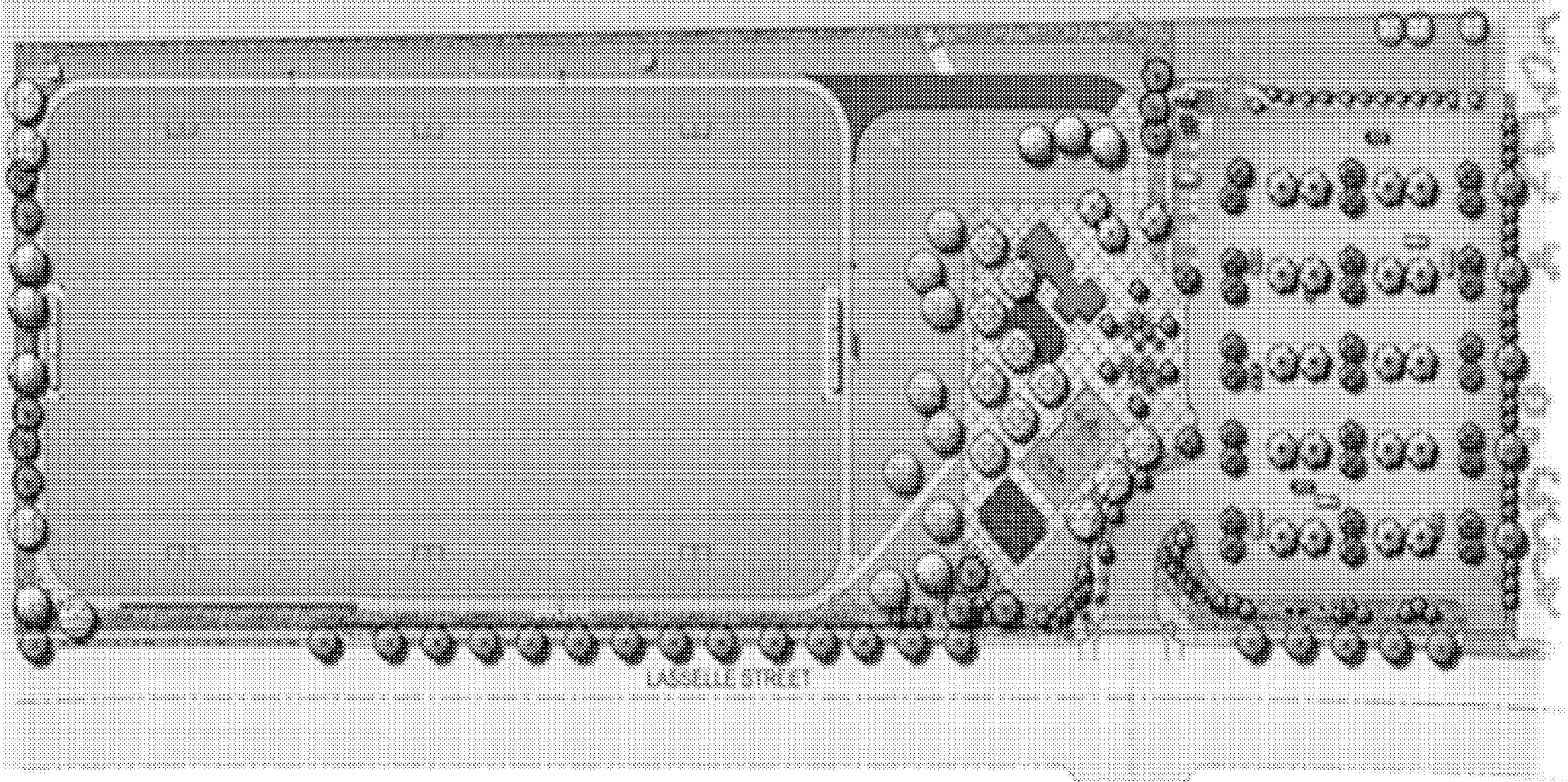

MV00193036

MORENO VALLEY
WHERE DREAMS SOAR

Other Upcoming Events

Mud Run

5K Walk

Wine and Art Festival

Oktober Fest

Bike Ride

MV00193037

MV00193038

ATTACHMENT 1

ORDINANCE NO. 860

Deleted:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 2 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE, BY ADDING A NEW CHAPTER 2.64, CREATING A JULY 4TH ADVISORY BOARD

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1. MUNICIPAL CODE AMENDED:

1.1 All prior enactments of the City, which are in conflict with this ordinance are hereby repealed, effective upon the date on which this ordinance becomes effective and operative.

SECTION 2. MUNICIPAL CODE AMENDED:

2.1 The list of chapters prefacing Title 2 of the City of Moreno Valley Municipal Code is hereby amended by adding thereto "Chapter 2.64."

2.2 Title 2 of the City of Moreno Valley Municipal Code is hereby further amended by adding thereto a new Chapter 2.64 reading as follows:

"**Chapter 2.64**

July 4th Advisory Board

Sections:

2.26.010	Created
2.26.020	Composition
2.26.030	Function, powers and duties
2.26.040	Chair, committees and staff
2.26.050	Meetings and rules of procedure

2.64.010 Created.

There is created a July 4th Advisory Board for the city. It shall consist of seven adult and two teen members, serving without compensation, and appointed in the manner and for the terms prescribed in Sections 2.04.060 and 2.06.010, respectively, of

this code, except that the terms of the members first appointed to the board shall be set by lot, in such manner that three adult terms shall expire on July 31 of the first year, two adult terms shall expire on July 31 of the second year, and two adult terms shall expire on July 31 of the third year, and that the terms of the teen members shall expire on July 31 of the third year following appointment or until high school graduation, whichever comes first. Thereafter, all terms shall be for three years and shall expire three years after the effective date of the appointment; provided, however, that the term of an appointment made to fill an unexpired term shall be for the unexpired balance of such term.

2.64.020 Composition.

A. Insofar as practicable, the board shall be composed of nine public members, seven adults and two teens. In the event that an insufficient number of persons is available for appointment to the board, the City Council may make such substitute appointments as it deems necessary.

B. The board members should represent a cross section of the city's diversity, with substantial expertise in the fundraising and promotion of the July 4th Festivities.

2.64.030 Function, powers and duties.

A. The board shall act in an advisory capacity to the City Council to promote and seek possible funding sources for the City's July 4th Festivities including:

1. Solicit private contributions;
2. Solicit grants;
3. Solicit corporate sponsorships;
4. Facilitate fundraising opportunities;
5. Support the City's July 4th Festivities by volunteering the day of the event;
6. Make recommendations to enhance the parade;
7. Make recommendations to the fireworks' display;
8. Solicit vendors for the afternoon festivities;
9. Provide assistance to market and promote the July 4th event;
10. Provide ideas to generate additional revenue and increase attendance to the event;
11. Encourage participation from service organizations, school districts, businesses, and other governmental agencies;
12. Promote the importance of the July 4th Festivities to the city's quality of life;
13. Serve as an advisory group on the July 4th Festivities to the staff and City Council; and

MV00193040

14. Perform any other functions that may be designated by resolution or motion of the City Council.

2.64.40 Chair, committees and staff.

Designation of a chairperson and vice chairperson for the board shall be governed by Section 2.06.020 of this code. The board may establish such standing and temporary subcommittees as it may deem expedient for the performance of its duties and the chairperson, with the consent of the board, may fix and appoint the membership of such subcommittees. Except that the chairperson of each such subcommittee shall be a member of the board, membership on a subcommittee need not be limited to members of the board. The City Manager may appoint a secretary and other staff for the board and provide such reimbursement for their necessary expenses as may be authorized by the City Council in the city budget and approved in advance by the City Manager.

2.64.050 Meetings and rules of procedure.

A. The board shall hold regular meetings and designate the times, dates, and places therefor. All meetings of the board and each of its subcommittees shall be open to the public. Special meetings may be called by the chairperson or by a majority of the board, provided that notice of such special meetings is given to each member of the board at least forty-eight (48) hours prior to the time of the meeting. Five or more voting members of the board shall constitute a quorum for the conduct of business, and the affirmative votes of a majority of such quorum shall be necessary for the conduct of business. The board shall adopt rules for the transaction of its business. The board shall keep a public record of its actions. Promptly after approval thereof by the board, the original minutes of board meetings shall be filed with the Parks and Community Services Department.

B. If a member of the board is absent without cause from three successive regular meetings of the board, the board may request the City Council declare the position vacant. An absence may be excused if it is due to illness or is unavoidable, and the member gives notice to assigned city staff as to the reason."

SECTION 3: EFFECT OF ENACTMENT:

3.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any enactment of the City Council which addresses the same subject addressed herein.

MV00193041

SECTION 4: NOTICE OF ADOPTION:

4.1 Within fifteen days after the adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 5: EFFECTIVE DATE:

5.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 26th day of February, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00193042

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on February 12, 2013 and had its second reading on February 26, 2013, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 26th day of February, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

MV00193043

AGENDA

CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

February 26, 2013

REGULAR MEETING – 6:00 P.M.

City Council Study Sessions
First & Third Tuesday of each month – 6:00 p.m.
City Council Meetings
Second & Fourth Tuesdays of each month – 6:00 p.m.
City Council Closed Session
First & Third Tuesday of each month – 6:00 p.m.
Immediately following Regular City Council Meetings and Study Sessions, unless no Closed Session Items are scheduled

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3705 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Tom Owings, Mayor

Marcelo Co, Mayor Pro Tem
Jesse L. Molina, Council Member
Richard A. Stewart, Council Member
Victoria Baca, Council Member

MV00193044

AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
AND THE BOARD OF LIBRARY TRUSTEES

THE CITY COUNCIL RECEIVES A SEPARATE STIPEND FOR CSD MEETINGS

REGULAR MEETING - 6:00 PM
FEBRUARY 26, 2013

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION - Pastor Mark Orellana - Victory Outreach

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority or the Board of Library Trustees requests that an item be removed for separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF FEBRUARY 12, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

A.4 APPROVAL OF PAYMENT REGISTER FOR DECEMBER, 2012
(Report of: Financial & Management Services Department)

Recommendation:
1. Adopt Resolution No. 2013-12, approving the Payment Register for the month of December, 2012 in the amount of $13,301,776.54.

   Resolution No. 2013-12

   A Resolution of the City Council of the City of Moreno Valley, California, Approving the Payment Register for the Month of December, 2012

A.5 RECEIPT OF QUARTERLY INVESTMENT REPORT – QUARTER ENDED DECEMBER 31, 2012
(Report of: Financial & Management Services Department)

Recommendation:

1. Receive and file the Quarterly Investment Report, in compliance with the City's Investment Policy.

A.6 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY
(Report of: Public Works Department)

Recommendation:

1. Approve Resolution No. 2013-13 amending the Electric Rates for Moreno Valley Utility

   Resolution No. 2013-13

   A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates, and Electric Service Rules, Fees, and Charges for Moreno Valley Utility

A.7 APPROVE REIMBURSEMENT AGREEMENT FOR CONSTRUCTION OF ALTERNATE STREET SECTION OVER EASTERN MUNICIPAL WATER DISTRICT (EMWD) FACILITIES AS PART OF THE PERRIS BOULEVARD WIDENING FROM PERRIS VALLEY STORM DRAIN LATERAL "B" TO CACTUS AVENUE
PROJECT NO. 801 0022 70 77
(Report of: Public Works Department)

Recommendations

1. Approve the Reimbursement Agreement for Construction of an Alternate Street Section over Eastern Municipal Water District (EMWD) Facilities as part of the Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue.

2. Authorize the City Manager to execute the Reimbursement Agreement for the amount of $220,000, upon concurrence by EMWD.

3. Authorize the Public Works Director/City Engineer to execute any subsequent related amendments to the Agreement with EMWD up to, but not exceeding an additional amount of $44,000.

4. Authorize a revenue appropriation of the amount of the EMWD reimbursement in Fund 3003 (TUMF Capital Projects) after the revenue is received from EMWD per the Reimbursement Agreement to fund the alternate street section segment construction.

A.8 APPROVE THE COOPERATIVE AGREEMENT WITH RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

FOR THE MORENO MASTER DRAINAGE PLAN LINE F, STAGE 2, AND AUTHORIZE THE APPROPRIATION OF FUNDS, PROJECT NO. 804 0005 70 77
(Report of: Public Works Department)

Recommendations

1. Approve the Cooperative Agreement with Riverside County Flood Control and Water Conservation District (the District) for the Moreno Master Drainage Plan Line F, Stage 2, subject to final acceptance of any changes by the City Manager and City Attorney, as well as approval of the appropriation of monies subject to the County Board of Supervisors approving the Cooperative Agreement and funding.

2. Authorize the City Manager to execute the Cooperative Agreement upon concurrence by the District.

3. Authorize the City Manager to approve any minor changes that may be requested by the District subject to the approval of the City Attorney.

4. Authorize the City Manager to execute any future amendments subject to the approval of the City Attorney.

5. Authorize the following appropriations: Revenue appropriation of up to $4,000,000 (3002-99-99-93002); Expense appropriation of up to $4,000,000 (3002-70-77-80004) in the Public Works General Capital Projects fund.

A.9 REPEAL RESOLUTION NO. 2010-58 ENERGY EFFICIENCY TARGETS FOR MORENO VALLEY UTILITY AS MANDATED BY ASSEMBLY BILL 2021 AND ADOPT RESOLUTION NO. 2013-13 UPDATING ENERGY EFFICIENCY TARGETS FOR MORENO VALLEY UTILITY
(Report of: Public Works Department)

Recommendation:

1. Repeal Resolution No. 2010-58 and Approve Resolution No. 2013-14 Adopting the 2013 Moreno Valley Utility Energy Efficiency Targets.

   Resolution No. 2013-14

   A Resolution of the City Council of the City of Moreno Valley, California, to Repeal Resolution No. 2010-58 Energy Efficiency Targets for Moreno Valley Utility and Adopt the Updated 2013 Energy Efficiency Targets for the Moreno Valley Electric Utility Mandated by Assembly Bill 2021

A.10 SR 60 EAST CORRIDOR OVERLAY STUDY STATUS REPORT
(Report of: Community & Economic Development Department)

Recommendation:

1. Receive and file a status report for the SR 60 East Corridor Overlay Study.

A.11 MONTHLY REPORT: MORENO VALLEY ANIMAL SHELTER ADOPTION RATE
(Report of: Administrative Services Department)

Recommendation:

1. Receive and file the Monthly Report: Moreno Valley Animal Shelter Adoption Rate for the period of January 1, 2013 to January 31, 2013.

A.12 RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JULY 1, 2013 THROUGH DECEMBER 31, 2013
(Report of: Community & Economic Development Department)

Recommendations

1. Acting in the Capacity as the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Adopt Resolution No. SA 2013-02 approving a Recognized Obligation Payment Schedule (ROPS 13-14 A), for the period of July 1, 2013 through December 31, 2013.

   Resolution No. SA 2013-02

   A Resolution of the City Council of the City of Moreno Valley Serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley Approving the Recognized Obligation Payment Schedule for the Period of July 1, 2013 Through December 31, 2013, and Authorizing the Executive Director or his Designee to Make Modifications Thereto

2. Authorize the Executive Director or his designee to make modifications to the Schedule.

3. Authorize the transmittal of the ROPS 13-14 A to the Oversight Board for review and approval.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF FEBRUARY 12, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF FEBRUARY 12, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF FEBRUARY 12, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

E. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

E.1 PUBLIC HEARING TO ADOPT AN INTERIM URGENCY ORDINANCE OF THE CITY OF MORENO VALLEY, CALIFORNIA, MAKING FINDINGS AND EXTENDING A MORATORIUM ON THE ISSUANCE OF LAND USE ENTITLEMENT IN FOUR DESIGNATED LOCATIONS ALONG THE SR-60 EAST CORRIDOR AREA
(Report of: City Attorney Department)

Recommendations That the City Council:

1. Conduct a Public Hearing to allow the public an opportunity to comment on the proposed Interim Urgency Ordinance.

2. Adopt Interim Urgency Ordinance No. 861 making findings and extending a moratorium on the Issuance of Land Use Entitlements in four designated locations along the SR-60 East corridor area

   Ordinance No. 861

   An Interim Urgency Ordinance of the City of Moreno Valley, California, making findings and extending a moratorium on the Issuance of Land Use Entitlements in four designated locations along the SR-60 East corridor area.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

G. REPORTS

G.1 APPROVE RESOLUTION NO. 2013-15 ESTABLISHING THE MAYOR'S AD HOC COMMITTEE ON INCREASING GRADUATION RATES
(Report of: City Manager Department)

Recommendations That the City Council:

1. Approve Resolution No. 2013-15 establishing a Mayor's Ad Hoc Committee on Increasing Graduation Rates.

   Resolution No. 2013-15

   A Resolution of the City Council of the City of Moreno Valley, California, Establishing A Mayor's Ad Hoc Committee on Increasing Graduation Rates

G.2 APPROVE RESOLUTION NO. 2013-16 ESTABLISHING A CHARTER EXPLORATORY AD HOC SUBCOMMITTEE
(Report of: City Manager Department)

Recommendations That the City Council:

1. Approve Resolution No. 2013-16, establishing a Charter Exploratory Ad Hoc Subcommittee.

   Resolution No. 2013-16

   A Resolution of the City Council of the City of Moreno Valley, California, Establishing a Charter Exploratory Ad Hoc Subcommittee of the City Council

2. Appoint two members of the City Council to serve as the Ad Hoc Subcommittee tasked with drafting a city charter for the review of the full City Council and possible further action.

G.3 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

G.3.1 PARKS AND COMMUNITY SERVICES DEPARTMENT UPDATE (POWERPOINT PRESENTATION)

G.4 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION

H.2.1 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 2 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE, BY ADDING A NEW CHAPTER 2.64, CREATING A JULY 4TH ADVISORY BOARD (RECEIVED FIRST READING AND INTRODUCTION BY A 5-0 VOTE) (Report of: Parks & Community Services Department)

Recommendations That the City Council:

1. Adopt Ordinance No. 860, an Ordinance of the City of Moreno Valley, California, amending Title 2 of the City of Moreno Valley Municipal Code, by adding a new Chapter 2.64, creating a July 4th Advisory Board.

   Ordinance No. 860

   An Ordinance of the City Council of the City of Moreno Valley, California, Amending Title 2 of the City of Moreno Valley Municipal Code, by Adding A New Chapter 2.64, Creating a July 4th Advisory Board

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE

COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/City as Successor Agency for the Community Redevelopment Agency/Housing Authority or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

ADJOURNMENT

CERTIFICATION

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, certify that the City Council Agenda was posted in the following places pursuant to City of Moreno Valley Resolution No. 2007-40:

City Hall, City of Moreno Valley
14177 Frederick Street

AGENDA
February 26, 2013

MV00193054

Moreno Valley Library
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center
25075 Fir Avenue

Jane Halstead, CMC,
City Clerk

Date Posted: 2/20/2013

MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
February 12, 2013

CALL TO ORDER

SPECIAL PRESENTATIONS

1. NAIOP Commercial Real Estate Development Association – Inland Empire Chapter Award Presentation to City of Moreno Valley as Public Partner of the Year 2012

2. Recognition of Shor Denny, Program Coordinator, Moreno Valley Safe Routes to School

3. Business Spotlight

a) Steer 'n Stein Restaurant
b) Office Depot

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:30 PM
February 12, 2013

CALL TO ORDER

The Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority and the Board of Library Trustees was called to order at 6:31 p.m. by Mayor Tom Owings in the Council Chamber located at 14177 Frederick Street.

Mayor Tom Owings announced that the City Council receives a separate stipend for CSD meetings.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Shor Denny.

INVOCATION - Captain Julius Murphy, The Salvation Army - Moreno Valley Corp

ROLL CALL

Council:

Tom Owings	Mayor
Victoria Baca	Council Member
Jesse L. Molina	Council Member
Richard A. Stewart	Council Member (left at 8:20 p.m.)

Absent:

Marcelo Co	Mayor Pro Tem

Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
Henry T. Garcia	City Manager

Richard Teichert	Financial and Management Services Director
Suzanne Bryant	Acting City Attorney
Michelle Dawson	Assistant City Manager
Joel Ontiveros	Police Chief
Abdul Ahmad	Fire Chief
Ahmad Ansari	Public Works Director
Barry Foster	Community and Economic Development Director
Tom DeSantis	Administrative Services Director
Mike McCarty	Parks & Community Services Director

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Tom Owings opened the agenda items for the Consent Calendars for public comments, which were received from Pete Bleckert (Item A.3, Chamber of Commerce).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF JANUARY 22, 2013 (Report of: City Clerk's Department)

Recommendations
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendations
Approve as submitted.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF JANUARY 22, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF JANUARY 22, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF JANUARY 22, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 4-0-1, Mayor Pro Tem Marcelo Co absent.

E. PUBLIC HEARINGS - None

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

G. REPORTS

G.1 PROPOSED RESOLUTION AMENDING THE RULES OF PROCEDURE FOR CITY COUNCIL MEETINGS AND RELATED FUNCTIONS AND ACTIVITIES (ITEM CONTINUED FROM JANUARY 22, 2013, BY A 5-0 VOTE)
(Report of: City Manager Department)

Recommendations That the City Council:

1. Adopt Resolution No. 2013-10 repealing Resolution No. 2011-117 and adopting amended and restated Rules of Procedure for Council Meetings and Related Functions and Activities.

Resolution No. 2013-10

A Resolution of the City Council of the City of Moreno Valley, California, Repealing Resolution 2011-117, and Adopting Amended and Restated Rules of Procedure for City Council Meetings and Related Functions and Activities

2. Approve a change in practice and direct staff to begin televising City Council study sessions.

Mayor Tom Owings opened the agenda item for public comments, which were received from Deanna Reeder and Tom Jerele Sr (supports).

Motion to Approve by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 4-0-1, Mayor Pro Tem Marcelo Co absent.

G.2 APPROVE A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AUTHORIZING THE TRANSFER OF THE REMAINING BOND PROCEEDS FROM THE 2007 TAX ALLOCATION BONDS SERIES A FROM THE SUCCESSOR AGENCY TO THE CITY OF MORENO VALLEY TO COMPLETE THE REMAINING BOND FUNDED PROJECTS
(Report of: Financial & Management Services Department)

Recommendations That the City Council:
Acting in their capacity as the Successor Agency, approve Resolution No. SA 2013-01 authorizing and directing the transfer of all remaining bond proceeds from the 2007 Tax Allocation Bonds, Series A, from the Successor Agency to the City of Moreno Valley to complete the remaining bond funded projects.

Resolution No. SA 2013-01

A Resolution Of The Successor Agency To The Community Redevelopment Agency Of The City Of Moreno Valley Authorizing The Transfer Of All Remaining Bond Proceeds From The 2007 Tax Allocation Bonds Series A From The Successor Agency To The City Of Moreno Valley To Complete The Remaining Bond Funded Projects

Mayor Tom Owings opened the agenda item for public comments, which were received from Deanna Reeder (opposes), and Pete Bleckert.

Motion to Approve by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 4-0-1, Mayor Pro Tem Marcelo Co absent.

G.3 APPROVE A RESOLUTION OF THE CITY OF MORENO VALLEY AUTHORIZING THE RECEIPT OF THE REMAINING BOND PROCEEDS FROM THE 2007 TAX ALLOCATION BONDS SERIES A FROM THE SUCCESSOR AGENCY TO COMPLETE THE BOND FUNDED PROJECTS AND AUTHORIZING THE ESTABLISHMENT OF THE REQUIRED FUNDS AND ACCOUNTS FOR ACCOUNTING PURPOSES
(Report of: Financial & Management Services Department)

Recommendations That the City Council:
Approve Resolution No. 2013-11 authorizing the receipt of remaining bond proceeds from the 2007 Tax Allocation Bonds, Series A, from the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley, and direct the City to complete the remaining bond funded projects and authorizing and directing staff to establish all funds and accounts necessary to record and report on the expenditure of bond proceeds for accounting purposes.

Resolution No. 2013-11

A Resolution Of The City Council Of The City Of Moreno Valley, California, Authorizing The Receipt Of Remaining Bond Proceeds From The 2007 Tax Allocation Bonds Series A From The Successor Agency To Complete The Remaining Bond Funded Projects And Authorizing The Establishment Of The Required Funds And Accounts For Accounting Purposes

Mayor Tom Owings opened the agenda item for public comments, which were received from Pete Bleckert.

Motion to Approve by m/Council Member Richard A. Stewart, s/Council Member Victoria Baca

Approved by a vote of 4-0-1, Mayor Pro Tem Marcelo Co absent.

G.4 RECEIVE AND FILE A REPORT DISCUSSING THE STATE DEPARTMENT OF FINANCE'S DETERMINATION OF THE SUCCESSOR AGENCY OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY'S LOW AND MODERATE INCOME HOUSING FUNDS
(Report of: Financial & Management Services Department)

Recommendations That the City Council:
Receive and file the staff report discussing the State Department of Finance's Determination of the Successor Agency of the Community

Redevelopment Agency of the City of Moreno Valley's low and moderate income housing funds.

Mayor Tom Owings opened the agenda item for public comments, which were received from Pete Bleckert and Deanna Reeder.

Council Member Richard A. Stewart left at 8:20 p.m.

Motion to Approve by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 3-0-2, Mayor Pro Tem Marcelo Co, and Council Member Richard A. Stewart absent.

G.5 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action) - none

G.6 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action) - none

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION

H.1.1 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 2 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE, BY ADDING A NEW CHAPTER 2.64, CREATING A JULY 4TH ADVISORY BOARD (Report of: Parks & Community Services Department)

Recommendations That the City Council:
Introduce Ordinance No. 860, an Ordinance of the City of Moreno Valley, California, amending Title 2 of the City of Moreno Valley Municipal Code, by adding a new Chapter 2.64, creating a July 4th Advisory Board.

Ordinance No. 860

An Ordinance Of The City Council Of The City Of Moreno Valley, California, Amending Title 2 Of The City Of Moreno Valley Municipal Code, By Adding A New Chapter 2.64, Creating A July 4th Advisory Board

Mayor Tom Owings opened the agenda item for public comments, which were received from Scott Heveran, Tom Jerele Sr. (supports), Julie Ann Stewart-Cleaveland, and Cody Gonzalez.

Recess;

Reconvened

Motion to Approve by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 3-0-2, Mayor Pro Tem Marcelo Co, and Council Member Richard A. Stewart absent.

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

PUBLIC COMMENTS **ON ANY SUBJECT NOT ON THE AGENDA** UNDER THE JURISDICTION OF THE CITY COUNCIL

Scott Heveran

1. Thanked for televising study sessions
2. The need to educate and involve voters
3. Format for debates

Daryl Terrell

1. Money spent in politics; proposed campaign finance reform plan

Deanna Reeder

1. Lawsuit, which was mentioned at the February 2, 2013 special meeting, regarding financing of Nason Street improvements

Tom Jerele Sr.

1. Thanked Mayor Owings and Council Member Molina for supporting Sundance shopping center
2. Scot Robinson's anti-drags and anti-drinking presentation at Vista del Lago High School
3. Ideas for 4th of July celebration

Pete Bleckert

1. RDA development
2. City's spending/contribution to the Chamber of Commerce
3. Campaign contributions received by Council Members

Cody Gonzales

1. Thanked the Council for approving creation of 4th of July Advisory Board
2. Asked to amend the ordinance to include two youth members (15 to 25 years old), instead of two teen members

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Council Member Victoria Baca

1. Attended Vision Warrior Academy at Vista del Lago High School; second presentation for the parents will be held on February 13; encouraged parents to attend; it is important for parents to know what is going on in their children lives; many parents don't know what that means to be addicted

2. Pleased that July 4th Advisory Board was approved by the City Council; encouraged residents to volunteer

Council Member Jesse L. Molina

1. Attended actor Scot Robinson's Vision Warrior event – the actor is trying to make connection with kids; very interesting and convincing

2. Reminded everyone that February is a Black History month; many churches and organizations hold celebrations

3. Go Pass for Moreno Valley campus – asked to take advantage of it; it provides mobility; unfortunately, it didn't make a ballot; six thousand students were eligible for the program, but only 1,400 voted; is trying to get back the program

4. Today, attended the Black History Month celebration at the Senior Center

Mayor Tom Owings

1. Riverside Hillside Association is suing to block the Metrolink in Perris; encouraged citizens to call in support of this program; this program will

take 350,000 cars a day out of our freeway

3. Moreno Valley Animal Shelter will be holding a Valentine's Day Pet Adoption event on February 13, offering special discounted adoption prices; encouraged residents to adopt a pet from the shelter; information is available on the City's Web site

CLOSED SESSION - none

ADJOURNMENT

Motion to Approve by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 3-0-2, Mayor Pro Tem Marcelo Co, and Council Member Richard A. Stewart absent.

There being no further business to conduct, the meeting was adjourned at 10:15 p.m. by unanimous informal consent.

Submitted by:

_____

City Clerk Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Secretary, Moreno Valley Housing Authority
Secretary, Board of Library Trustees

Approved by:

_____

Council Member Richard A. Stewart
President, Moreno Valley Community Services District
Chairperson, City as Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Moreno Valley Housing Authority
Chairperson, Board of Library Trustees

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Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: February 26, 2013

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Reports on Reimbursable Activities for the period of February 6-19, 2013.

Reports on Reimbursable Activities February 6-19, 2013			
Council Member	Date	Meeting	Cost
Victoria Baca		None	
Marcelo Co		None	
Jesse L. Molina	2/13/13	Student of the Month	$15.00
Tom Owings		None	
Richard A. Stewart		None	

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00193067

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Management Services Director

AGENDA DATE: February 26, 2013

TITLE: APPROVAL OF PAYMENT REGISTER FOR DECEMBER, 2012

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. 2013-12, approving the Payment Register for the month of December, 2012 in the amount of $13,301,776.54. Resolution No. 2013-12 - A Resolution of the City Council of the City of Moreno Valley, California, Approving the Payment Register for the Month of December, 2012

DISCUSSION

The payment register has been revised to incorporate additional data while still using a standard format from the City's new LOGOS General Ledger system. This revised format provides the following:

1. Lists all issued checks and electronic fund transfers (EFT) for the month, thus eliminating the need for a separate fund transfer register;
2. Created two categories for all payments:
   a. Category A: Checks/EFTs in the amount of $25,000 or greater; and
   b. Category B: Checks/EFTS under $25,000;
3. If a vendor was issued a check/EFT in the amount of $25,000 or greater, all checks issued to the vendor for the month are listed in Category A;
4. Lists all payments by vendor in alphabetical order;
5. Provides City and State information of vendor.

Staff continues to work on possible alternate sorting options and solutions as we become fully operational with the features of the new system.

FISCAL IMPACT

The disbursements itemized in the attached Payment Register are reflected in the FY 2012-13 budget. Therefore, there is no fiscal impact other than the expenditure of budgeted funds.

ATTACHMENTS

Attachment 1: Proposed Resolution
Attachment 2: Payment Register for Month of December, 2012

Prepared By:
Dena Heald
Acting Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Management Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Attachment 1

RESOLUTION NO. 2013-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE PAYMENT REGISTER FOR THE MONTH OF DECEMBER, 2012

WHEREAS, the Financial & Management Services Department has prepared and provided the Payment Register for the period December 1, 2012 through December 31, 2012, for review and approval by the City Council of the City of Moreno Valley; and

WHEREAS, it is in the best interest of the City that the referenced Payment Register be approved.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Payment Register for the period December 1, 2012 through December 31, 2012, in the total amount of $13,301,776.54 is approved.

APPROVED AND ADOPTED this 26th day of February, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-12 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 26th day of February, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

CITY CLERK

City of Moreno Valley

Payment Register

For Period 12/1/2012 through 12/31/2012

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
AECOM TECHNICAL SERVICES INC	215453	12/20/2012	37275273	CONSULTING SERVICES, ENGINEERING - INDIAN BASIN IMPROVEMENTS	$85,387.98	
			Remit to:	ONTARIO, CA	$85,387.98	$85,387.9
C P CONSTRUCTION CO., INC.	215245	12/10/2012	14919	CONSTRUCTION CONTRACT - CORPORATE YARD SEWER	$32,324.73	
			Remit to:	ONTARIO, CA	$32,324.73	$218,594.86
COUNTY OF RIVERSIDE SHERIFF	8008	12/03/2012	SH0000020109	CONTRACT LAW ENFORCEMENT BILLING #3 (8/23-9/19/12)	$2,601,967.60	
			Remit to:	RIVERSIDE, CA	$2,601,967.60	$16,448,270.42
COUNTY OF RIVERSIDE, AUDITOR-CONTROLLER	215361	12/17/2012	SEPT-12	TRANSMITTAL OF AB544-PARKING CONTROL FEES	$21,105.38	
			OCT-12	TRANSMITTAL OF AB544-PARKING CONTROL FEES	$23,567.50	
			Remit to:	RIVERSIDE, CA	$44,672.88	$79,664.46
E M W D	215460	12/20/2012	NOV-12 12/20/12	WATER CHARGES	$43,654.93	
			Remit to:	PERRIS, CA	$43,654.93	$703,687.34
ELITE COMPANIES US, INC.	215252	12/10/2012	10292012	CONSTRUCTION CONTRACT - HEACOCK STREET SIDEWALK IMPROVEMENTS	$30,911.23	
			Remit to:	HUNTINGTON BEACH, CA	$30,911.23	$47,174.74
EMPLOYMENT DEVELOPMENT DEPARTMENT	8183	12/14/2012	S121213	3207-STATE INCOME TAX DEPOSIT	$35,765.04	
			Remit to:	WEST SACRAMENTO, CA	$35,765.04	$487,285.36
EMPLOYMENT DEVELOPMENT DEPARTMENT	8294	12/28/2012	S121227	3215-STATE INCOME TAX DEPOSIT	$36,022.70	

Item No. A.4

MV00193072

City of Moreno Valley

Payment Register

For Period 12/1/2012 through 12/31/2012

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	WEST SACRAMENTO, CA	$36,022.70	$487,285.36
FALCON ENGINEERING SERVICES, INC	215462	12/20/2012	2012-02REV	CONSULTING SERVICES, ENGINEERING	$5,940.00	
			2012-04REV-A	CONSULTING SERVICES, ENGINEERING - MORENO BEACH PH I	$45,579.39	
			2012-02-A	CONSULTING SERVICES, ENGINEERING - MORENO BEACH PH I	$11,556.50	
			2012-03REV-A	CONSULTING SERVICES, ENGINEERING - MORENO BEACH PH I	$9,747.20	
			Remit to:	CORONA, CA	$72,823.09	$80,810.51
FOOD SERVICES OF MVUSD	215463	12/20/2012	4792	AFTER SCHOOL SNACKS-SEPT12	$32,253.64	
			4793	AFTER SCHOOL SNACKS-OCT12	$37,407.20	
			4786	AFTER SCHOOL SNACKS-AUG12	$16,109.72	
			Remit to:	MORENO VALLEY, CA	$85,770.56	$85,770.56
HILLCREST CONTRACTING, INC	8057	12/10/2012	PB 22135	CONSTRUCTION CONTRACT - PERRIS BLVD. IMPROVEMENTS	$416,008.47	
			Remit to:	CORONA, CA	$416,008.47	$1,339,372.85
IHERB, INC	8221	12/20/2012	W121206	PARTICIPATION AGREEMENT-NEW BUSINESS INCENTIVE PROG.	$50,000.00	
			Remit to:	MORENO VALLEY, CA	$50,000.00	$50,000.00
INTERNAL REVENUE SERVICE	8182	12/14/2012	F121213	3206-FEDERAL INCOME TAX DEPOSIT	$137,162.92	
			Remit to:	SACRAMENTO, CA	$137,162.92	$1,704,354.93
INTERNAL REVENUE SERVICE	8293	12/28/2012	F121227	3214-FEDERAL INCOME TAX DEPOSIT	$137,514.89	
			Remit to:	SACRAMENTO, CA	$137,514.89	$1,704,354.93

-30-

MV00193073

City of Moreno Valley

Payment Register

For Period 12/1/2012 through 12/31/2012

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
KIP INCORPORATED	215369	12/17/2012	6919	CONSTRUCTION CONTRACT - HEACOCK STREET BRIDGE	$518,907.48	
			Remit to:	MURRIETA, CA	$518,907.48	$1,491,209.2
LAWYERS TITLE COMPANY	8173	12/11/2012	W121202	LAND ACQUISITION-MORENO VALLEY INTERCHANGE PROJ-APN473-160-008	$29,290.00	
			Remit to:	NEWPORT BEACH, CA	$29,290.00	$239,312.50
MARIPOSA HORTICULTURAL	8019	12/03/2012	57259	LANDSCAPE MAINT-ZONE DSG-2-ADDL WORK-OCT12	$1,297.07	
			57260	LANDSCAPE MAINT-ZONE DSG-2-OCT12	$12,857.13	
			56775	LANDSCAPE MAINT-DSG2-SEPT12	$12,857.13	
			Remit to:	IRWINDALE, CA	$27,011.33	$102,301.21
MORENO VALLEY UTILITY	215371	12/17/2012	7013411-01/NOV12	ELECTRICITY-UTILITY FIELD OFFICE	$82.66	
			DEC-12 12/12/12	ELECTRICITY	$51,224.88	
			Remit to:	HEMET, CA	$51,307.54	$458,122.33
MOSS BROS. AUTOGROUP	8224	12/20/2012	W121207	PARTICIPATION AGREEMENT-FINAL PAYMENT	$250,000.00	
			Remit to:	RIVERSIDE, CA	$250,000.00	$250,000.00
MV HEMLOCK LIMITED PARTNERSHIP	8222	12/20/2012	W121208	FIRST DISBURSEMENT OF HOME FUND	$400,000.00	
			Remit to:	RIVERSIDE, CA	$400,000.00	$400,000.00
NATIONWIDE RETIREMENT SOLUTIONS	8179	12/13/2012	NW457121213	3203-DEFERRED COMP-457 & 401A	$27,124.75	
			Remit to:	COLUMBUS, OH	$27,124.75	$335,812.83
NATIONWIDE RETIREMENT SOLUTIONS	8297	12/27/2012	NW457121227	3211-DEFERRED COMP-457 & 401A	$27,043.62	

MV00193074

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	COLUMBUS, OH	$27,043.62	$335,812.83
NEW WORLD SYSTEMS, CORP.	8148	12/17/2012	024217	MILESTONE BILLING-ERP REPLACEMENT PROJECT	$42,200.00	
			024335	TRAVEL TIME-ERP REPLACEMENT PROJECT	$600.00	
			024260	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT	$1,615.43	
			024186	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT	$2,668.31	
			Remit to:	TROY, MI	$47,083.74	$200,568.99
NOBLE AMERICAS ENERGY SOLUTIONS	8203	12/20/2012	123460002703097	ELECTRIC ENERGY PURCHASE FOR MV UTILITY	$258,915.26	
			Remit to:	PASADENA, CA	$258,915.26	$1,766,502.68
OPTUS, INC	215373	12/17/2012	TQI181822	NEC IP SIP TELEPHONES ORDER	$7,926.09	
			TQI181960	NEC IP SIP TELEPHONES ORDER	$31,833.66	
			Remit to:	JONESBORO, AZ	$39,759.75	$39,759.75
PERS HEALTH INSURANCE	8174	12/07/2012	W121203	EMPLOYEE HEALTH INSURANCE	$194,297.73	
			Remit to:	SACRAMENTO, CA	$194,297.73	$1,166,249.81
PERS RETIREMENT	8330	12/07/2012	P121123	3200-PERS RETIREMENT	$238,813.57	
			Remit to:	SACRAMENTO, CA	$238,813.57	$3,050,765.68
PERS RETIREMENT	8331	12/21/2012	P121207	3207-PERS RETIREMENT	$239,979.63	
			Remit to:	SACRAMENTO, CA	$239,979.63	$3,050,765.68
R.I.C. CONSTRUCTION CO., INC.	8149	12/17/2012	45550	ANNEX 1 TENANT IMPROVEMENTS PROJECT SVCS	$257,971.18	

City of Moreno Valley

Payment Register

For Period 12/1/2012 through 12/31/2012

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	HESPERIA, CA	$257,971.18	$491,306.9
RIVERSIDE COUNTY SHERIFF	215250	12/10/2012	SH0000020443	LAW ENFORCEMENT SVCS-2010 JAG GRANT	$12,468.04	
			SH0000020370	REIMB FOR RCRMC SEXUAL ASSAULT EXAMS BILLED TO COUNTY	$11,700.00	
			SH0000020442	LAW ENFORCEMENT SVCS-2010 JAG GRANT	$10,892.27	
			SH0000020441	LAW ENFORCEMENT SVCS-2010 JAG GRANT	$4,672.01	
			Remit to:	MORENO VALLEY, CA	$39,732.32	$196,882.97
SHELL ENERGY NORTH AMERICA (US) L.P.	8153	12/17/2012	1150560	ELECTRIC ENERGY PURCHASE FOR MV UTILITY	$434,106.40	
			Remit to:	PHILADELPHIA, PA	$434,106.40	$3,365,695.20
SOUTHERN CALIFORNIA EDISON	215276	12/10/2012	7500226416	WDAT CHARGES-FREDERICK AVE. LOCATION	$2,875.05	
			7500226415	WDAT CHARGES-NANDINA AVE. LOCATION	$2,647.31	
			7500226414	WDAT CHARGES-GLOBE ST. LOCATION	$9,808.92	
			7500226413	WDAT CHARGES-GRAHAM ST. LOCATION	$6,078.69	
			7500226411	WDAT CHARGES-IRIS AVE. LOCATION	$4,422.29	
			Remit to:	ROSEMEAD, CA	$25,832.26	$231,553.58
SOUTHERN CALIFORNIA EDISON	215382	12/17/2012	707-6081 NOV-12	ELECTRICITY	$400.23	
			721-3449 NOV-12	IFA CHARGES-SUBSTATION	$14,146.73	
			587-9520 NOV-12	ELECTRICITY-FERC CHARGES	$701.48	
			NOV-12 12/17/12	ELECTRICITY	$107,764.31	
			Remit to:	ROSEMEAD, CA	$123,012.75	$1,143,324.31
SOUTHERN CALIFORNIA EDISON	215473	12/20/2012	NOV-12 12/20/12	ELECTRICITY	$59,644.47	

MV00193076

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	ROSEMEAD, CA	$59,644.47	$1,143,324.31
STANDARD INSURANCE CO	215401	12/17/2012	121201a	LIFE & DISABILITY INSURANCE	$29,274.11	
			Remit to:	PORTLAND, OR	$29,274.11	$173,092.24
STI, INC. and CAL STRIPE, INC.	215417	12/17/2012	11-901-Ret-5	JOINT CHECK-IRONWOOD AVE IMPROVEMENTS PROJECT RETENTION RELEASE	$28,262.74	
			Remit to:	RIVERSIDE, CA	$28,262.74	$28,262.74
STI, INC. and MATICH CORP.	215413	12/17/2012	11-901-Ret-1	JOINT CHECK-IRONWOOD AVE IMPROVEMENTS PROJECT RETENTION RELEASE	$48,254.58	
			Remit to:	RIVERSIDE, CA	$48,254.58	$48,254.58
STI, INC. and ROBERTSON'S	215416	12/17/2012	11-901-Ret-4	JOINT CHECK-IRONWOOD AVE IMPROVEMENTS PROJECT RETENTION RELEASE	$44,545.40	
			Remit to:	RIVERSIDE, CA	$44,545.40	$44,545.40
STI, INC., TRUCKING MATERIALS	8028	12/03/2012	11-901-Ret	RETENTION RELEASE PAYMENT-IRONWOOD AVE IMPRVMNTS PROJECT	$88,815.03	
			Remit to:	RIVERSIDE, CA	$88,815.03	$528,690.97
SULLY- MILLER CONTRACTING CO.	215214	12/03/2012	6-SMC	CONSTRUCTION SERVICES	$2,211,501.48	
			Remit to:	BREA, CA	$2,211,501.48	$13,194,441.66
SULLY- MILLER CONTRACTING CO.	215386	12/17/2012	7-SMC	CONSTRUCTION CONTRACT - NASON/CACTUS	$1,514,913.79	
			Remit to:	BREA, CA	$1,514,913.79	$13,194,441.66
THINK TOGETHER INC. #201108	215387	12/17/2012	111000-12/13-4	ASES PROGRAM MANAGEMENT SERVICES	$444,467.51	

MV00193077

City of Moreno Valley

Payment Register

For Period 12/1/2012 through 12/31/2012

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	LOS ANGELES, CA	$444,467.51	$1,777,870.0
TRANSTECH ENGINEERS, INC.	215217	12/03/2012	12112939	ENGINEERING SERVICES - NASON/CACTUS	$56,916.87	
			12106694	ENGINEERING SERVICES - NASON/CACTUS	$38,318.25	
			Remit to:	WALNUT, CA	$95,235.12	$307,370.1
U.S. BANK	8175	12/11/2012	W121204	CALCARD PAYMENT FOR CYCLE END 11/27/12	$172,660.62	
			Remit to:	ST. LOUIS, MO	$172,660.62	$1,109,140.57
WILLDAN AND ASSOCIATES	215288	12/10/2012	002-12760	PLAN CHECK & INSPECTION SVCS FOR BLDG & SAFETY DEPT.	$25,697.56	
			Remit to:	ANAHEIM, CA	$25,697.56	$94,428.98
WRCRCA	215487	12/20/2012	NOV-2012 MSHCP	MSHCP FEES COLLECTED FOR NOVEMBER 2012-COMMERCIAL/INDUSTRIAL	$359,074.71	
			Remit to:	RIVERSIDE, CA	$359,074.71	$377,216.46

TOTAL AMOUNTS OF $25,000 OR GREATER **$12,162,523.45**

Item No. A.4

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MV00193078

City of Moreno Valley

Payment Register

For Period 12/1/2012 through 12/31/2012

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
4N6XPRT SYSTEMS	215181	12/03/2012	120760	EXPERT AUTO STATS SOFTWARE-TRAFFIC UNIT	$492.75	
			Remit to:	LA MESA, CA	$492.75	$492.75
A & I REPROGRAPHICS	215349	12/17/2012	CN00010544	REPROGRAPHICS, PLANS AND SPECIFICATIONS	$1,919.14	
			Remit to:	ONTARIO, CA	$1,919.14	$9,972.81
ABILITY COUNTS, INC	215239	12/10/2012	ACI9606	LANDSCAPE MAINT-CFD #1	$2,065.00	
			Remit to:	CORONA, CA	$2,065.00	$12,040.00
ABILITY COUNTS, INC	215449	12/20/2012	ACI9654	LANDSCAPE MAINT-CFD #1	$1,515.00	
			Remit to:	CORONA, CA	$1,515.00	$12,040.00
ACCESS SECURITY CONTROLS INT., INC.	215182	12/03/2012	12-3501	RESET 9412 PANEL TO FACTORY-ERC	$125.00	
			Remit to:	TEMECULA, CA	$125.00	$425.00
ACTION DOOR REPAIR CORP.	215450	12/20/2012	83627	INSPECTED BAY DOOR APPARATUS-FIRE STN 91	$385.00	
			Remit to:	HUNTINGTON PARK, CA	$385.00	$6,494.07
ACTION DOORS	215240	12/10/2012	84047	SVC CALL-DOOR #1-FIRE STN 58	$879.79	
			84250	REPAIR MOVING WALL-SENIOR CNTR	$286.24	
			Remit to:	HUNTINGTON PARK, CA	$1,166.03	$6,494.07
ACTION DOORS	215350	12/17/2012	84148	REPLACED GATE LOOP DETECTOR-ANIMAL SVCS	$1,816.84	
			84161	REPAIRED MOVABLE WALL-CRC ALESSANDRO RM	$991.35	
			84006	INSTALL GATE RADIO RECEIVER-FIRE STN 91	$321.04	

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For Period 12/1/2012 through 12/31/2012

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
ACTION DOORS	215350	12/17/2012	84003	INSTALL REVERSE GATE EDGE-ANIMAL SVCS	$549.36	
			Remit to:	HUNTINGTON PARK, CA	$3,678.59	$6,494.0
ADDICTION MEDICINE CONSULTANTS, INC.	215351	12/17/2012	12M13	D.O.T. DRUG/ALCOHOL TESTING-CY 2013	$1,595.00	
			Remit to:	REDLANDS, CA	$1,595.00	$1,595.0
ADLERHORST INTERNATIONAL INC.	215451	12/20/2012	17558	MONTHLY TRAINING-K-9 DUKE-NOV12	$141.67	
			17559	MONTHLY TRAINING-K-9 OZZIE-NOV12	$141.67	
			17560	MONTHLY TRAINING-K-9 IVAN-NOV12	$141.67	
			Remit to:	RIVERSIDE, CA	$425.01	$425.01
ADMINSURE	215183	12/03/2012	6078	WORKER'S COMP CLAIMS ADMIN	$2,600.00	
			6123	WORKERS' COMP CLAIMS ADMIN	$2,600.00	
			Remit to:	DIAMOND BAR, CA	$5,200.00	$18,200.00
ADVANCED ELECTRIC	215241	12/10/2012	10557	CITY HALL ELECTRICAL REPAIRS-TECH SVCS	$823.00	
			Remit to:	RIVERSIDE, CA	$823.00	$16,923.18
ADVANCED ELECTRIC	215452	12/20/2012	10640	ELECTRICAL REPAIRS-CITY HALL	$506.00	
			10667	ELECTRICAL REPAIRS-TOWNGATE CC FOUNTAIN	$950.00	
			Remit to:	RIVERSIDE, CA	$1,456.00	$16,923.18
AEI-CASC ENGINEERING	8044	12/10/2012	0028762	PLAN CHECK SVCS - WQMP	$1,270.00	
			Remit to:	COLTON, CA	$1,270.00	$18,301.31
AEROTEK PROFESSIONAL SERVICES	215352	12/17/2012	OP03741294	TEMPORARY PERSONNEL SVCS-CODE	$334.80	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	CHICAGO, IL	$334.80	$3,906.00
AEROTEK PROFESSIONAL SERVICES	215454	12/20/2012	OP03788643	TEMPORARY PERSONNEL SVCS-SR. ADMIN ASST-TECH SVCS	$418.50	
			OP03804939(a)	TEMPORARY PERSONNEL SVCS-SR. ADMIN ASST-TECH SVCS	$558.00	
			Remit to:	CHICAGO, IL	$976.50	$3,906.00
AIR EXCHANGE, INC.	215184	12/03/2012	30252	PLYMOVENT MAINT/REPAIR-FIRE STN 2	$95.99	
			Remit to:	SAN BRUNO, CA	$95.99	$891.59
ALEX SOLANO	215381	12/17/2012	105	AUDIO VISUAL TECH SERVICES FOR EVENT-CONTR# 21373	$500.00	
			Remit to:	SAN BERNARDINO, CA	$500.00	$1,000.00
ALFREY PATTERSON	215302	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$225.99	
			Remit to:	MORENO VALLEY, CA	$225.99	$1,129.95
ALLEEN F. DORY	215293	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$225.99	
			Remit to:	HEMET, CA	$225.99	$1,129.95
ALLIANZ LIFE INSURANCE CO	215394	12/17/2012	121215	NON-EXEMPT ANNUITY	$75.00	
			Remit to:	PITTSBURGH, PA	$75.00	$450.00
ALPHA AUTOMATION	215353	12/17/2012	4444	DATA SVC-FUEL TANKS	$71.10	
			Remit to:	LOS ANGELES, CA	$71.10	$138.46
AMERICAN FORENSIC NURSES	7999	12/03/2012	62351	BLOOD DRAW-POLICE	$41.08	
			Remit to:	PALM SPRINGS, CA	$41.08	$31,580.76
AMERICAN FORENSIC NURSES	8137	12/17/2012	62444	BLOOD DRAW-POLICE	$350.00	

City of Moreno Valley

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For Period 12/1/2012 through 12/31/2012

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	PALM SPRINGS, CA	$350.00	$31,580.7
AMERICAN FORENSIC NURSES	8187	12/20/2012	62443	BLOOD DRAW-POLICE	$1,939.28	
			62511	BLOOD DRAW SERVICE	$2,579.40	
			Remit to:	PALM SPRINGS, CA	$4,518.68	$31,580.7
AMERICAN TOWERS	8045	12/10/2012	1370176	TOWER SPACE LEASE-TECH SVCS	$2,783.48	
			Remit to:	CHARLOTTE, NC	$2,783.48	$16,486.76
AMTECH ELEVATOR SERVICES	215185	12/03/2012	DVB05044C12	ELEVATOR MAINT/REPAIR-CITY HALL	$121.92	
			DVB65909C12	ELEVATOR MAINT/REPAIR-EOC	$100.00	
			Remit to:	PASADENA, CA	$221.92	$1,863.1(
ANA M. CANNON	8075	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	HASLET, TX	$318.73	$1,593.65
ANDREA SORRELL	215274	12/10/2012	0001-000001	MURAL DESIGN-50/50 UPFRONT FEE	$6,832.50	
			Remit to:	RIVERSIDE, CA	$6,832.50	$7,632.50
ANNE EGGERSTEN	215294	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$320.43	
			Remit to:	RANCHO MIRAGE, CA	$320.43	$1,602.15
ARIEL MUNOZ	215492	12/20/2012	10/3-11/20/12	MILEAGE REIMBURSEMENT	$106.01	
			Remit to:	MORENO VALLEY, CA	$106.01	$311.36
ARROWHEAD DIRECT	8000	12/03/2012	02K0032414377	WATER PURIFY RNTL UNIT-PSB	$27.85	
			Remit to:	LOUISVILLE, KY	$27.85	$3,070.97
ARROWHEAD DIRECT	8046	12/10/2012	02K0032389744	WATER PURIFY RNTL UNIT-FIRE STN 99	$24.77	

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City of Moreno Valley

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For Period 12/1/2012 through 12/31/2012

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
ARROWHEAD DIRECT	8046	12/10/2012	02K0029115227	WATER PURIFY RNTL UNIT-SDA ANNEX	$26.93	
			02K0029115201	WATER PURIFY RNTL UNIT-SENIOR CNTR	$24.77	
			02K0029115300	WATER PURIFY RNTL UNIT-FACILITIES ANNEX	$26.93	
			02K0029115359	WATER PURIFY RNTL UNIT-CRC	$26.93	
			02K0029115177	WATER PURIFY RNTL UNIT-ANIMAL SVCS	$59.25	
			02K0029115243	WATER PURIFY RNTL UNIT-TECH SVCS ANNEX	$26.93	
			Remit to:	LOUISVILLE, KY	$216.51	$3,070.97
ASSISTANCE LEAGUE OF RIVERSIDE	215187	12/03/2012	102512	CDBG GRANT-OPERATION SCHOOL BELL	$10,000.00	
			Remit to:	RIVERSIDE, CA	$10,000.00	$10,000.00
AT&T	215190	12/03/2012	3698157	LANDLINE PHONE SVC FOR GTF SATELITE OFFICE	$184.03	
			Remit to:	CAROL STREAM, IL	$184.03	$735.42
AT&T MCI	215189	12/03/2012	3861091	LANDLINE PHONE SVC FOR GTF SATELITE OFFICE	$184.03	
			3617131	LANDLINE PHONE SVC FOR GTF SATELITE OFFICE	$184.03	
			Remit to:	WEST SACRAMENTO, CA	$368.06	$368.06
AT&T MOBILITY	215188	12/03/2012	872455379X110612	WIRELESS SVC-POLICE	$91.92	
			Remit to:	CAROL STREAM, IL	$91.92	$459.63
ATHALYE CONSULTING ENGINEERING SERVICES	215456	12/20/2012	MV-07	CONSULTING SERVICES	$2,725.37	
			MV-06	CONSULTING SERVICES	$11,881.44	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	LAKE FOREST, CA	$14,606.81	$65,633.7
B&B NURSERYTOWN	8135	12/10/2012	13750	PLANT MATERIALS PER QUOTE MV060807	$2,113.45	
			Remit to:	BLOOMINGTON, CA	$2,113.45	$4,226.9
B&B NURSERYTOWN	215340	12/10/2012	13750	PLANT MATERIALS PER QUOTE MV060807	$2,113.45	
			Remit to:	BLOOMINGTON, CA	$2,113.45	$4,226.90
BAKER & TAYLOR	215242	12/10/2012	0002321307	MISC E-BOOK DISCOUNT CREDIT-LIBRARY	($84.98)	
			4010329424	MISC E-BOOK-LIBRARY	$14.00	
			4010231907	MISC E-BOOKS-LIBRARY	$98.91	
			4010310311	MISC E-BOOKS-LIBRARY	$664.52	
			4010310306	MISC E-BOOK-LIBRARY	$19.99	
			4010231909	MISC E-BOOKS-LIBRARY	$150.88	
			4010231908	MISC E-BOOKS-LIBRARY	$817.49	
			Remit to:	ATLANTA, GA	$1,680.81	$4,984.96
BEMUS LANDSCAPE, INC.	8001	12/03/2012	236755	LANDSCAPE MAINT-FIRE STNS	$2,835.00	
			236743	LANDSCAPE MAINT-ANNEX 1	$221.00	
			236742	LANDSCAPE MAINT-VETERANS MEMORIAL	$225.00	
			236754	LANDSCAPE MAINT-CITY HALL	$893.30	
			Remit to:	SAN CLEMENTE, CA	$4,174.30	$105,560.54
BEMUS LANDSCAPE, INC.	8047	12/10/2012	236747	LANDSCAPE MAINT-LIBRARY	$468.00	
			236753	LANDSCAPE MAINT-ANIMAL SVCS	$468.00	
			236752	LANDSCAPE MAINT-PSB	$1,077.83	

City of Moreno Valley

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
BEMUS LANDSCAPE, INC.	8047	12/10/2012	236751	LANDSCAPE MAINT-MVU SUBSTN	$567.00	
			236750	LANDSCAPE MAINT-TOWNGATE BIKE AQDCT	$735.00	
			236749	LANDSCAPE MAINT-TOWNGATE CNTR	$180.00	
			236748	LANDSCAPE MAINT-MVU	$432.00	
			236746	LANDSCAPE MAINT-CRC	$1,710.00	
			236745	LANDSCAPE MAINT-FORMER STARS BLDG	$260.00	
			236744	LANDSCAPE MAINT-CITY YARD	$225.00	
			236740	LANDSCAPE MAINT-S AQDCT A	$765.50	
			236739	LANDSCAPE MAINT-INDIAN/FILAREE/FAY BIKE AQDCT	$360.00	
			236738	LANDSCAPE MAINT-BAY/JFK AQDCT	$1,710.00	
			236736	LANDSCAPE MAINT-SCE/OLD LAKE DR	$1,575.00	
			236735	LANDSCAPE MAINT-SENIOR CNTR	$236.00	
			236734	LANDSCAPE MAINT-PAN AM/AQDCT	$540.00	
			236733	LANDSCAPE MAINT-N AQDCT	$473.00	
			236732	LANDSCAPE MAINT-S AQDCT B	$662.00	
			236737	LANDSCAPE MAINT-PATRIOT PARK	$360.00	
			Remit to:	SAN CLEMENTE, CA	$12,804.33	$105,560.54
BEMUS LANDSCAPE, INC.	8188	12/20/2012	237682	TRENCH WORK FOR FIBER OPTIC CABLE-CONDUIT	$8,033.00	
			Remit to:	SAN CLEMENTE, CA	$8,033.00	$105,560.54
BENESYST	8002	12/03/2012	1112285	FSA ADMIN COSTS-COBRA	$205.00	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	MINNEAPOLIS, MN	$205.00	$2,267.8
BENESYST, INC.	8003	12/03/2012	1112144	FSA ADMIN COSTS	$201.90	
			Remit to:	MINNEAPOLIS, MN	$201.90	$201.9
BENJAMIN LANGENDORF	8097	12/10/2012	121201	RETIREE MED BENEFIT NOV '12, PD DEC '12	$318.73	
			Remit to:	PERRIS, CA	$318.73	$1,529.51
BEST, BEST & KRIEGER, LLP	8048	12/10/2012	689661	LEGAL SVCS	$336.00	
			Remit to:	RIVERSIDE, CA	$336.00	$5,646.50
BEST, BEST & KRIEGER, LLP	8138	12/17/2012	691752	LEGAL SVCS	$70.00	
			Remit to:	RIVERSIDE, CA	$70.00	$5,646.50
BIO-TOX LABORATORIES	215191	12/03/2012	25968	BLOOD DRAW TOXICOLOGY ANALYSIS-POLICE	$8,348.60	
			25967	BLOOD DRAW TOXICOLOGY ANALYSIS-POLICE	$3,816.80	
			Remit to:	RIVERSIDE, CA	$12,165.40	$65,289.50
BLANCA DURAN	215404	12/17/2012	DEC-2012	INSTRUCTOR SVCS-FOLKLORIC DANCE CLASS	$126.00	
			Remit to:	MORENO VALLEY, CA	$126.00	$1,092.00
BOX SPRINGS MUTUAL WATER COMPANY	215243	12/10/2012	11262012	WATER USAGE ACCOUNT 721-1 ZONE E-1	$86.30	
			Remit to:	MORENO VALLEY, CA	$86.30	$179.23
BRAUN BLAISING MCLAUGHLIN	215244	12/10/2012	14478	LEGAL SVCS-MVU	$3,661.99	
			Remit to:	SACRAMENTO, CA	$3,661.99	$47,129.36
BRAUN BLAISING MCLAUGHLIN	215354	12/17/2012	14403	LEGAL SVCS	$1,199.50	

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
BRAUN BLAISING MCLAUGHLIN	215354	12/17/2012	14462	LEGAL SVCS	$6,712.53	
			14448	LEGAL SVCS	$8,720.00	
			14378	LEGAL SVCS	$2,034.50	
			Remit to:	SACRAMENTO, CA	$18,666.53	$47,129.36
BRODART CO.	8004	12/03/2012	P544	TIPS ANNUAL RENEWAL-LIBRARY	$1,200.00	
			Remit to:	WILLIAMSPORT, PA	$1,200.00	$6,361.86
BURKE, WILLIAMS & SORENSEN, LLP.	8005	12/03/2012	160421	LEGAL SVCS-FILE#05696-0023	$141.22	
			Remit to:	LOS ANGELES, CA	$141.22	$1,340.61
BURKE, WILLIAMS & SORENSEN, LLP.	215192	12/03/2012	160418	LEGAL SVCS-FILE#05696-0004	$228.00	
			Remit to:	LOS ANGELES, CA	$228.00	$54,000.47
CALIFORNIA DEPT OF EDUCATION	215246	12/10/2012	C-049566	RECOVER XCESS-CHILD DVLPMT 2010/11 SHARE	$7,476.00	
			C-049588	RECOVER XCESS-CHILD DVLPMT 2010/11 SHARE	$1,302.00	
			Remit to:	SACRAMENTO, CA	$8,778.00	$8,778.00
CALIFORNIA FACILITY SPECIALTIES	215193	12/03/2012	628	GYM BLEACHERS SVC'D-CRC	$775.00	
			Remit to:	SAN DIMAS, CA	$775.00	$775.00
CALIFORNIA SHOPPING CART RETRIEVAL CORP	8049	12/10/2012	140930	SHOPPING CART RETRIEVAL SVCS-OCT12	$1,800.00	
			Remit to:	BURBANK, CA	$1,800.00	$9,000.00
CALVARY CHAPEL OF MORENO VALLEY	215355	12/17/2012	090612	REIMBURSEMENT FOR APPRAISAL SERVICES - SR-60/MORENO PH2	$4,000.00	

City of Moreno Valley

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	MORENO VALLEY, CA	$4,000.00	$4,000.0
CANYON SPRINGS HIGH SCHOOL	215488	12/20/2012	DONATION	DRAMA CLUB-TRANSPORTATION TO RCC ON 2/14/13	$275.00	
			Remit to:	MORENO VALLEY, CA	$275.00	$275.0
CAROLYN S. LEWIS	8098	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	BEAUMONT, CA	$318.73	$1,593.65
CAVENAUGH & ASSOCIATES	8006	12/03/2012	JAN. 14-18, 2013	D.U.I. SEMINAR REGISTR-4 OFFICERS: MARKER, MURPHY, SAYLES, YOUNG	$2,204.00	
			Remit to:	MOUNT SHASTA, CA	$2,204.00	$2,204.00
CEMEX, INC.	215247	12/10/2012	9425028947	PORTLAND CEMENT-MAIN/OP'S	$371.21	
			Remit to:	PASADENA, CA	$371.21	$6,763.45
CEMEX, INC.	215356	12/17/2012	9425108952	PORTLAND CEMENT-MAIN/OP'S	$321.88	
			9425072929	PORTLAND CEMENT-MAIN/OP'S	$346.53	
			9425100269	PORTLAND CEMENT-MAIN/OP'S	$371.23	
			Remit to:	PASADENA, CA	$1,039.64	$6,763.45
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	215194	12/03/2012	04-0308203	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$45.00	
			04-0308369	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$18.00	
			04-0308370	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$25.00	
			04-0308450	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$32.50	
			05-0326561	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$45.00	
			05-0326556	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$35.00	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	215194	12/03/2012	04-0308371	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$32.50	
			04-0308437	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$25.00	
			04-0308392	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$45.00	
			04-0307776	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$45.00	
			Remit to:	RIVERSIDE, CA	$348.00	$4,195.50
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	215248	12/10/2012	04-0308623	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$45.00	
			04-0308513	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$25.00	
			04-0308525	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$45.00	
			04-0308524	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$45.00	
			Remit to:	RIVERSIDE, CA	$160.00	$4,195.50
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	215357	12/17/2012	04-0308808	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$25.00	
			04-0308921	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$45.00	
			Remit to:	RIVERSIDE, CA	$70.00	$4,195.50
CERTIFIED CREDIT REPORTING, INC	215195	12/03/2012	106734	CREDIT REPORT SVCS-NEIGHBRHD PRESVTN	$77.76	
			Remit to:	ONTARIO, CA	$77.76	$96.72
CHANDLER ASSET MANAGEMENT, INC	215358	12/17/2012	12062	INVESTMENT MANAGEMENT SVCS-NOV12	$7,858.00	
			Remit to:	SAN DIEGO, CA	$7,858.00	$16,318.00
CHARLES E. KOLB	8092	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$1,593.65

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
CHARLES HATFIELD	8089	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	LAS VEGAS, NV	$318.73	$1,593.6
CHARLES LOGAN	8099	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	LAS VEGAS, NV	$318.73	$1,593.6
CHIZURU CHANCY	215403	12/17/2012	NOV-2012	INSTRUCTOR SVCS-HAWAIIAN DANCE CLASSES	$85.20	
			DEC-2012	INSTRUCTOR SVCS-HAWAIIAN DANCE CLASSES	$147.00	
			Remit to:	MORENO VALLEY, CA	$232.20	$941.40
CHRISTINA LARA	215313	12/10/2012	121129	SPOUSAL SUPPORT & ARREARS	$669.23	
			Remit to:	ENCINITAS, CA	$669.23	$8,030.76
CHRISTINA LARA	215398	12/17/2012	121215	SPOUSAL SUPPORT & ARREARS	$669.23	
			Remit to:	ENCINITAS, CA	$669.23	$8,030.76
CHRISTOPHER WIBERG	215310	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	ANAHEIM, CA	$318.73	$1,593.65
CINTAS CORPORATION	8007	12/03/2012	150737962	UNIFORM RNTL SVC-PURCHASING	$4.13	
			150728918	UNIFORM RNTL SVC-TRAFFIC SIGNAL	$13.50	
			150742475	UNIFORM RNTL SVC-PURCHASING	$4.13	
			150737973	UNIFORM RNTL SVC-FACILITIES	$18.13	
			150724438	UNIFORM RNTL SVC-TRAFFIC SIGNAL	$13.50	
			150724439	UNIFORM RNTL SVC-SIGNING/STRIPING	$17.05	
			150710973	UNIFORM RNTL SVC-PURCHASING	$4.13	

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CINTAS CORPORATION	8007	12/03/2012	150715483	UNIFORM RNTL SVC-PURCHASING	$4.13	
			150719945	UNIFORM RNTL SVC-PURCHASING	$4.13	
			150733474	UNIFORM RNTL SVC-FACILITIES	$18.13	
			150728919	UNIFORM RNTL SVC-SIGNING/STRIPING	$17.05	
			150733463	UNIFORM RNTL SVC-PURCHASING	$4.13	
			150737963	UNIFORM RNTL SVC-TRAFFIC SIGNAL	$13.50	
			150737964	UNIFORM RNTL SVC-SIGNING/STRIPING	$17.05	
			150728917	UNIFORM RNTL SVC-PURCHASING	$4.13	
			150724437	UNIFORM RNTL SVC-PURCHASING	$4.13	
			150742486	UNIFORM RNTL SVC-FACILITIES	$18.13	
			Remit to:	ONTARIO, CA	$179.08	$8,042.13
CINTAS CORPORATION	8050	12/10/2012	150742481	UNIFORM RNTL SVC-CFD #1	$13.25	
			150737968	UNIFORM RNTL SVC-CFD #1	$13.25	
			150742477	UNIFORM RNTL SVC-SIGNING/STRIPING	$17.05	
			150737961	UNIFORM RNTL SVC-PARK MAINT	$57.96	
			150742487	UNIFORM RNTL SVC-GOLF COURSE	$2.93	
			150742476	UNIFORM RNTL SVC-TRAFFIC SIGNAL	$13.50	
			150737974	UNIFORM RNTL SVC-GOLF COURSE	$2.93	
			150742474	UNIFORM RNTL SVC-PARK MAINT	$57.96	
			Remit to:	ONTARIO, CA	$178.83	$8,042.13
CINTAS CORPORATION	8139	12/17/2012	150747018	UNIFORM RNTL SVC-GOLF COURSE	$2.93	
			150747005	UNIFORM RNTL SVC-PARK MAINT	$57.96	

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CINTAS CORPORATION	8139	12/17/2012	150747008	UNIFORM RNTL SVC-SIGNING/STRIPING	$17.05	
			150747007	UNIFORM RNTL SVC-TRAFFIC SIGNAL	$13.50	
			150747017	UNIFORM RNTL SVC-FACILITIES	$18.13	
			150737965	UNIFORM RNTL SVC-GRAFFITI RMVL	$15.81	
			150747012	UNIFORM RNTL SVC-CFD #1	$13.25	
			150737972	UNIFORM RNTL SVC-CONCRETE MAINT	$16.23	
			150737966	UNIFORM RNTL SVC-VEHICLE MAINT	$41.53	
			150737969	UNIFORM RNTL SVC-ST SWEEPING	$9.33	
			150737970	UNIFORM RNTL SVC-DRAIN MAINT	$5.69	
			150737967	UNIFORM RNTL SVC-TREE MAINT	$15.81	
			150737971	UNIFORM RNTL SVC-ST MAINT	$104.50	
			150742478	UNIFORM RNTL SVC-GRAFFITI RMVL	$15.81	
			150742479	UNIFORM RNTL SVC-VEHICLE MAINT	$41.53	
			150742480	UNIFORM RNTL SVC-TREE MAINT	$15.81	
			150742482	UNIFORM RNTL SVC-ST SWEEPING	$9.33	
			150742483	UNIFORM RNTL SVC-DRAIN MAINT	$5.69	
			150742484	UNIFORM RNTL SVC-ST MAINT	$104.50	
			150742485	UNIFORM RNTL SVC-CONCRETE MAINT	$16.23	
			Remit to:	ONTARIO, CA	$540.62	$8,042.13
CITY OF MORENO VALLEY VEBA TRUST	8133	12/10/2012	121129	EXEMPT VEBA	$2,045.00	
			Remit to:	MORENO VALLEY, CA	$2,045.00	$52,214.31
CITY OF MORENO VALLEY VEBA TRUST	8164	12/17/2012	121215	EXEMPT VEBA	$6,882.50	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	MORENO VALLEY, CA	$6,882.50	$52,214.31
CLARENCE VINCENT	215309	12/10/2012	121201	RETIREE MED 1ST PYCK JAN'04 & NOV'12, PD DEC '12	$311.73	
			Remit to:	MORENO VALLEY, CA	$311.73	$16,807.77
CLAUDIA SALMAN	215409	12/17/2012	NOV-2012	INSTRUCTOR SVCS-LATIN ZUMBA CLASS	$90.00	
			DEC-2012	INSTRUCTOR SVCS-LATIN ZUMBA CLASS	$54.00	
			Remit to:	MORENO VALLEY, CA	$144.00	$498.00
CLIFFORD STEWART	8126	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$271.44	
			Remit to:	GLENDALE, AZ	$271.44	$1,357.20
COLGAN CONSULTING CORPORATION	215196	12/03/2012	9	DIF STUDY UPDATE-SEPT12	$5,130.00	
			Remit to:	SACRAMENTO, CA	$5,130.00	$9,787.50
COLONIAL SUPPLEMENTAL INSURANCE	215224	12/03/2012	7133069-1201615	SUPPLEMENTAL INSURANCE	$7,148.55	
			Remit to:	COLUMBIA, SC	$7,148.55	$35,839.75
COMMUNITY ASSIST PROG	8051	12/10/2012	JUL-2012	CAP FOOD PROGRAM-CDBG	$2,309.28	
			AUG-2012	CAP FOOD PROGRAM-CDBG	$2,779.93	
			Remit to:	MORENO VALLEY, CA	$5,089.21	$8,874.23
COMMUNITY CONNECT	215249	12/10/2012	12-13 1	211 CALL CENTER INFO/REFERRAL	$346.40	
			AUG-2012	211 CALL CENTER INFO/REFERRAL	$568.97	
			OCT-2012	211 CALL CENTER INFO/REFERRAL	$524.95	
			SEP-2012	211 CALL CENTER INFO/REFERRAL	$556.08	
			Remit to:	RIVERSIDE, CA	$1,996.40	$2,097.14

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
COMMUNITY HEALTH CHARITIES	215311	12/10/2012	121129	CHC CONTRIBUTIONS	$142.00	
			Remit to:	ANAHEIM, CA	$142.00	$1,704.0
COMMUNITY HEALTH CHARITIES	215395	12/17/2012	121215	CHC CONTRIBUTIONS	$142.00	
			Remit to:	ANAHEIM, CA	$142.00	$1,704.0
CORNERSTONE RECORDS MANAGEMENT, LLC	215455	12/20/2012	0196195	RECORDS OFF-SITE STORAGE	$1,220.24	
			Remit to:	KING OF PRUSSIA, PA	$1,220.24	$1,220.24
COSTCO	215197	12/03/2012	19116	SNACK SUPPLIES FOR "A CHILD'S PLACE"	$336.57	
			Remit to:	MORENO VALLEY, CA	$336.57	$7,205.19
COSTCO	215359	12/17/2012	19159	SNACK SUPPLIES FOR SKATE PARK	$161.35	
			Remit to:	MORENO VALLEY, CA	$161.35	$7,205.19
COUNTRY SQUIRE ESTATES	215457	12/20/2012	JULY 2012	REFUND-UUT FOR EXEMPT RESIDENTS	$66.08	
			JUNE 2012	REFUND-UUT FOR EXEMPT RESIDENTS	$60.49	
			OCTOBER 2012	REFUND-UUT FOR EXEMPT RESIDENTS	$68.40	
			AUGUST 2012	REFUND-UUT FOR EXEMPT RESIDENTS	$84.67	
			SEPTEMBER 2012	REFUND-UUT FOR EXEMPT RESIDENTS	$90.31	
			Remit to:	ONTARIO, CA	$369.95	$566.41
COUNTY OF RIVERSIDE	215489	12/20/2012	PU0000002660	JANITORIAL ITEMS FOR STATION EXPLORERS	$1,222.07	
			Remit to:	MORENO VALLEY, CA	$1,222.07	$4,274.83
COUNTY OF RIVERSIDE, AUDITOR-CONTROLLER	215342	12/11/2012	AUG-12	TRANSMITTAL OF AB544-PARKING CONTROL FEES	$22,202.54	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	RIVERSIDE, CA	$22,202.54	$79,664.46
CRAIG S. NEUSTAEDTER	215300	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	IRVINE, CA	$318.73	$1,593.65
CRIME SCENE STERI-CLEAN, LLC	215251	12/10/2012	31618	BIOHAZARD CLEANING SVCS FOR PD-11/20/12	$750.00	
			Remit to:	RANCHO CUCAMONGA, CA	$750.00	$6,750.00
CYNTHIA GORDON	8083	12/10/2012	121201	RETIREE MED BENEFIT JAN-OCT '12, PD DEC '12	$2,809.84	
			Remit to:	MURRIETA, CA	$2,809.84	$2,809.84
CYNTHIA L. OWENS	215494	12/20/2012	COSTCO 12/17/12	REIMBURSEMENT FOR REFRESHMENTS FOR FIRE DEPT. TRAINING SESSION	$117.15	
			Remit to:	RIVERSIDE, CA	$117.15	$117.15
D & D SERVICES	215199	12/03/2012	57773	DECEASED ANIMAL REMOVAL-ANIMAL SVCS	$745.00	
			Remit to:	VALENCIA, CA	$745.00	$4,470.00
D & D SERVICES	215459	12/20/2012	54737	DECEASED ANIMAL REMOVAL-ANIMAL SVCS	$745.00	
			Remit to:	VALENCIA, CA	$745.00	$4,470.00
DAN GOZDECKI	8144	12/17/2012	DEC-2012/YOUTH	INSTRUCTOR SVCS-KUNG FU CLASS	$378.00	
			DEC-2012/ADULT	INSTRUCTOR SVCS-KUNG FU CLASS	$162.00	
			Remit to:	MORENO VALLEY, CA	$540.00	$2,981.40
DANIEL MEEKS	8147	12/17/2012	111812	SPORTS OFFICIATING SERVICES	$60.00	
			120212	SPORTS OFFICIATING SERVICES	$40.00	
			Remit to:	PERRIS, CA	$100.00	$840.00

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
DARCY L. RAY-RAMIREZ	215304	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	RIVERSIDE, CA	$318.73	$1,593.6
DATA TICKET INC.	8009	12/03/2012	42421TP	ADMIN CITATION PROCESSING-B&S	$54.00	
			42813	ADMIN CITATION PROCESSING-B&S	$329.40	
			Remit to:	NEWPORT BEACH, CA	$383.40	$24,386.93
DATA TICKET INC.	8140	12/17/2012	43387	DATA CITATION PROCESSING-SEPT12	$11,014.49	
			44310MS	MAINTENANCE/SUPPORT-NOV12	$94.50	
			43840	DATA CITATION PROCESSING-OCT12	$11,501.52	
			Remit to:	NEWPORT BEACH, CA	$22,610.51	$24,386.93
DATA TICKET INC.	8189	12/20/2012	44183TPC	ADMIN CITATION PROCESSING-3RD PARTY COLLECTION-NOV12-A/S	$58.32	
			44183	ADMIN CITATION PROCESSING-NOV12-A/S	$1,334.70	
			Remit to:	NEWPORT BEACH, CA	$1,393.02	$24,386.93
DATA TICKET, INC.	8010	12/03/2012	43841	MAINTENANCE/SUPPORT-OCT12	$94.50	
			43304	ADMIN CITATION PROCESSING-BLDG/SAFETY	$189.00	
			43304TPC	THIRD PARTY COLLECTIONS-BLDG/SAFETY	$58.32	
			42421	ADMIN CITATION PROCESSING-B&S	$108.00	
			43729	B & S ADMIN CITE PROCESSING	$1,007.82	
			Remit to:	NEWPORT BEACH, CA	$1,457.64	$55,715.28
DATA TICKET, INC.	8136	12/11/2012	42924	DATA CITATION PROCESSING-AUG12	$11,889.73	
			Remit to:	NEWPORT BEACH, CA	$11,889.73	$55,715.28

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DATA TICKET, INC.	8190	12/20/2012	44186	ADMIN CITATION PROCESSING-NOV12-PD	$1,959.33	
			Remit to:	NEWPORT BEACH, CA	$1,959.33	$55,715.28
DATAQUICK	215362	12/17/2012	B1-2100216	ONLINE SOFTWARE SUBSCRIPTION-POP UNIT	$130.50	
			Remit to:	LOS ANGELES, CA	$130.50	$261.00
DAVID MUSSER	215493	12/20/2012	DEC-2012	INSTRUCTOR SVCS-WATERCOLOR TECHNIQUE CLASS	$378.00	
			Remit to:	MENIFEE, CA	$378.00	$2,856.00
DAVID T. ROSS	8118	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$1,593.65
DEBINAIRE COMPANY	215363	12/17/2012	704537	BOILER MAINT-EOC	$140.00	
			Remit to:	CORONA, CA	$140.00	$1,174.98
DELTA DENTAL OF CALIFORNIA	8033	12/03/2012	BE000439019	EMPLOYEE DENTAL INSURANCE	$10,286.65	
			Remit to:	SAN FRANCISCO, CA	$10,286.65	$60,333.83
DELTACARE USA	215364	12/17/2012	5050298	EMPLOYEE DENTAL INSURANCE	$5,818.37	
			Remit to:	LOS ANGELES, CA	$5,818.37	$34,644.94
DENNIS GRUBB & ASSOCIATES, LLC	8191	12/20/2012	1170	PLAN CHECK SVCS - FIRE PREVENTION	$5,150.00	
			1169	PLAN CHECK SVCS - FIRE PREVENTION	$3,425.00	
			Remit to:	MIRA LOMA, CA	$8,575.00	$64,860.00
DENNIS LONGDYKE	8100	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	BEAUMONT, CA	$318.73	$1,912.38

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
DEPARTMENT OF JUSTICE	215279	12/10/2012	942061	BLOOD ALCOHOL ANALYSIS FOR PD	$595.00	
			941296	FINGERPRINTING SVCS-PD	$49.00	
			937790	FINGERPRINTING SVCS-PD	$1,799.00	
			941337	FINGERPRINTING SVCS-PD	$32.00	
			Remit to:	SACRAMENTO, CA	$2,475.00	$19,259.00
DEPARTMENT OF JUSTICE	215385	12/17/2012	932463 a	FINGERPRINTING SVCS - SRTS PROGRAM	$416.00	
			937971 a	FINGERPRINTING SVCS - SRTS PROGRAM	$480.00	
			932463 (HR)	FINGERPRINTING SVCS-HR DEPT/EMPLOYMENT RELATED	$288.00	
			937971 (HR)	FINGERPRINTING SVCS-HR DEPT/EMPLOYMENT RELATED	$569.00	
			937971 (BL)	FINGERPRINTING SVCS-BUS. LICENSE RELATED	$96.00	
			Remit to:	SACRAMENTO, CA	$1,849.00	$19,259.00
DLS LANDSCAPE INC.	8052	12/10/2012	13643	LANDSCAPE MAINT-ZONE A	$10,230.00	
			13642	LANDSCAPE MAINT-CFD #1	$2,160.00	
			Remit to:	REDLANDS, CA	$12,390.00	$74,340.00
DLS LANDSCAPE INC.	8141	12/17/2012	13691	LANDSCAPE MAINT-ZONE A	$10,230.00	
			13690	LANDSCAPE MAINT-CFD #1	$2,160.00	
			Remit to:	REDLANDS, CA	$12,390.00	$74,340.00
DMC DESIGN GROUP, INC	8192	12/20/2012	2012-131	CONSULTING SERVICES, CONTRACT ADMINISTRATION - NASON/CACTUS	$7,289.50	
			2012-121	CONSULTING SERVICES, CONTRACT ADMINISTRATION - NASON/CACTUS	$8,753.50	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	CORONA, CA	$16,043.00	$61,779.84
D-PREP, LLC	215490	12/20/2012	1/7/13 TRAINING	TUITION FEE FOR 8 OFFICERS FOR CRITICAL INCIDENT RESPONSE CLASS	$712.00	
			Remit to:	SACRAMENTO, CA	$712.00	$712.00
E M W D	215200	12/03/2012	OCT-12 12/03/12	WATER CHARGES	$540.23	
			NOV-12 12/03/12	WATER CHARGES	$22,475.22	
			Remit to:	PERRIS, CA	$23,015.45	$703,687.34
E M W D	215343	12/11/2012	NOV-12 12/10/12	WATER CHARGES	$16,436.78	
			Remit to:	PERRIS, CA	$16,436.78	$703,687.34
E.R. BLOCK PLUMBING & HEATING, INC.	8011	12/03/2012	110641	BACKFLOW DEVICE TESTS-ZONE M	$40.00	
			110643	BACKFLOW DEVICE TESTS-ZONE E	$200.00	
			110642	BACKFLOW DEVICE TEST-ZONE D	$160.00	
			110793	REPLACED BACKFLOW DEVICE-ZONE E-2	$807.06	
			Remit to:	RIVERSIDE, CA	$1,207.06	$10,803.24
E.R. BLOCK PLUMBING & HEATING, INC.	8193	12/20/2012	110931	BACKFLOW DEVICE TESTS-ZONE D, E-1 S,	$100.00	
			110178	REPLACED BACKFLOW DEVICE-ZONE E-1A	$1,503.39	
			Remit to:	RIVERSIDE, CA	$1,603.39	$10,803.24
EDITH E. HOUSER	215298	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$1,593.65
ERNEST VIGIL	8129	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$1,593.65

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ESGIL CORPORATION	215201	12/03/2012	10123164	PLAN CHECK SVCS-BLDG/SAFETY	$442.50	
			Remit to:	SAN DIEGO, CA	$442.50	$1,046.2
EUGENE ROGERS	8117	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	PEBBLE BEACH, CA	$318.73	$1,593.6
EVANS ENGRAVING & AWARDS	8053	12/10/2012	111612-24	SERVICE AWARDS	$543.06	
			Remit to:	MORENO VALLEY, CA	$543.06	$1,130.48
EWING IRRIGATION PRODUCTS, INC.	215461	12/20/2012	5546766	IRRIGATION PARTS/SUPPLIES-GOLF COURSE	$1,067.75	
			Remit to:	PHOENIX, AZ	$1,067.75	$17,583.57
EXCEL LANDSCAPE	215202	12/03/2012	74338A	LANDSCAPE MAINT-WQ BASINS	$7,325.78	
			74725	LANDSCAPE MAINT-ZONE E-7	$2,777.17	
			73979A	LANDSCAPE MAINT-WQ BASINS	$6,997.43	
			Remit to:	CORONA, CA	$17,100.38	$56,431.77
EXCEL LANDSCAPE	215253	12/10/2012	75054	LANDSCAPE MAINT-WQ BASINS	$7,325.78	
			75047	LANDSCAPE MAINT-ZONE E-7	$2,777.17	
			74732A	LANDSCAPE MAINT-WQ BASINS	$7,325.78	
			Remit to:	CORONA, CA	$17,428.73	$56,431.77
FALCON MANAGEMENT GROUP, INC.	215365	12/17/2012	2321PC	ELECTRONIC DATABASE SUBSCRIPTION	$25.00	
			Remit to:	SALT LAKE CITY, UT	$25.00	$25.00
FIRST CHOICE COFFEE SERVICES	8012	12/03/2012	515438	COFFEE SVC-EMPLOYEE PAID	$62.38	
			516028	COFFEE SVC-EMPLOYEE PAID	$27.00	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	ONTARIO, CA	$89.38	$3,682.81
FIRST CHOICE SERVICES	8054	12/10/2012	515436	EMPLOYEE PAID COFFEE SVC-CRC	$45.65	
			Remit to:	ONTARIO, CA	$45.65	$3,682.81
FIRST CHOICE SERVICES	8142	12/17/2012	515434	COFFEE SVC-EMPLOYEE PAID	$62.76	
			Remit to:	ONTARIO, CA	$62.76	$3,682.81
FORM PRNT CO FPC GRAPHCS	215203	12/03/2012	89180	FALSE ALARM CITATION NOTICE PRINTING	$2,634.49	
			Remit to:	RIVERSIDE, CA	$2,634.49	$4,205.49
FRANCHISE TAX BOARD	215312	12/10/2012	121129	GARNISHMENT	$471.96	
			Remit to:	SACRAMENTO, CA	$471.96	$2,648.69
FRANCHISE TAX BOARD	215396	12/17/2012	121215	GARNISHMENT	$934.41	
			Remit to:	SACRAMENTO, CA	$934.41	$2,648.69
FRAZEE PAINT & WALLCOVERINGS	215255	12/10/2012	9530501059290	GRAFFITI REMOVAL PRODUCTS	$704.37	
			Remit to:	LOS ANGELES, CA	$704.37	$2,758.83
GALL INC., INLAND UNIFORM	215204	12/03/2012	264723	UNIFORM PURCHASE/REPLACEMENT-POP UNIT	$415.75	
			Remit to:	PASADENA, CA	$415.75	$1,673.68
GALL INC., INLAND UNIFORM	215464	12/20/2012	282461	UNIFORM PURCHASE/REPLACEMENT-POP UNIT	$181.46	
			285028	UNIFORM REPLACEMENT-TRAFFIC UNIT	$83.81	
			Remit to:	PASADENA, CA	$265.27	$1,673.68
GARY B. SPECK	8124	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	

MV00193101

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	MORENO VALLEY, CA	$318.73	$1,593.6
GARY D. WAGNER	8131	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$1,593.6
GARY M. KYLE	8095	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	PRESCOTT VALLEY, AZ	$318.73	$1,593.65
GENERAL SECURITY SERVICES, INC.	215205	12/03/2012	172282	SECURITY SVCS-TOWNGATE COMM CTR	$153.40	
			171472	SECURITY SVCS-SENIOR CTR RENTALS	$122.72	
			Remit to:	WILMINGTON, CA	$276.12	$16,432.98
GENERAL SECURITY SERVICES, INC.	215256	12/10/2012	172235	SECURITY SVCS-SENIOR CTR RENTALS	$214.76	
			172080	SECURITY SVCS-TOWNGATE COMM CTR	$76.70	
			172393	SECURITY SVCS-TOWNGATE COMM CTR	$76.70	
			172397	SECURITY SVCS-CONF & REC CTR SPECIAL EVENTS	$76.70	
			172398	SECURITY SVCS-CONF & REC CTR SPECIAL EVENTS	$46.02	
			172396	SECURITY SVCS-CONF & REC CTR	$306.80	
			172350	SECURITY SVCS-LIBRARY	$490.88	
			172298	SECURITY SVCS-LIBRARY	$613.60	
			172296	SECURITY SVCS-MVU	$122.72	
			172083	SECURITY SVCS-CONF & REC CTR SPECIAL EVENTS	$122.72	
			172394	SECURITY SVCS-TOWNGATE COMM CTR	$46.02	
			172349	SECURITY SVCS-MVU	$153.40	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
GENERAL SECURITY SERVICES, INC.	215256	12/10/2012	172399	SECURITY SVCS-SENIOR CTR RENTALS	$184.08	
			172337	SECURITY SVCS-CONF & REC CTR SPECIAL EVENTS	$61.36	
			172285	SECURITY SVCS-CONF & REC CTR	$306.80	
			172336	SECURITY SVCS-CONF & REC CTR SPECIAL EVENTS	$230.10	
			Remit to:	WILMINGTON, CA	$3,129.36	$16,432.98
GENERAL SECURITY SERVICES, INC.	215367	12/17/2012	171909A	SECURITY SVCS-CRC SPECIAL EVENTS	$46.02	
			172024	SECURITY SVCS-CONF & REC CTR	$306.80	
			172480	SECURITY SVCS-TOWNGATE COMM CTR	$61.36	
			172482	SECURITY SVCS-CONF & REC CTR	$306.80	
			172025	SECURITY SVCS-CRC SPECIAL EVENTS	$368.16	
			172481	SECURITY SVCS-TOWNGATE COMM CTR	$61.36	
			172483	SECURITY SVCS-CRC SPECIAL EVENTS	$322.14	
			172283	SECURITY SVCS-SENIOR CTR RENTALS	$130.39	
			172135	SECURITY SVCS-CRC SPECIAL EVENTS	$76.70	
			Remit to:	WILMINGTON, CA	$1,679.73	$16,432.98
GENERAL SECURITY SERVICES, INC.	215465	12/20/2012	172411	SECURITY SVCS-LIBRARY	$613.60	
			172484	SECURITY SVCS-LIBRARY	$368.16	
			Remit to:	WILMINGTON, CA	$981.76	$16,432.98
GEORGE E. PRICE	8114	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$1,593.65

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
GIBBS, GIDEN, LOCHER, TURNER & SENET LLP	8055	12/10/2012	217278-003	LEGAL SERVICES - SR-60 NASON	$617.00	
			Remit to:	LOS ANGELES, CA	$617.00	$77,441.2
GINA HENDERSON	215405	12/17/2012	FALL 2012	TUITION REIMBURSEMENT	$1,500.00	
			Remit to:	MORENO VALLEY, CA	$1,500.00	$1,500.0
GLENN C. WAGGONER, JR.	8130	12/10/2012	121201	RETIREE MED BENEFIT 10/31/12 & 11/30/12, PD DEC '12	$553.16	
			Remit to:	MORENO VALLEY, CA	$553.16	$1,659.48
GLOBAL SOFTWARE, INC	8013	12/03/2012	41999	SPREADSHEET SERVER PROFILE NWS GL	$2,440.00	
			Remit to:	RALEIGH, NC	$2,440.00	$2,806.00
GLOBAL SOFTWARE, INC	8143	12/17/2012	42090	SPREADSHEET SERVER-PARTIAL YEAR MAINTENANCE	$366.00	
			Remit to:	RALEIGH, NC	$366.00	$2,806.00
GRACE BACHER	215290	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	HEMET, CA	$318.73	$1,593.65
GREGORY CAIN	8074	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	TAMPA, FL	$318.73	$1,593.65
GUARDSMARK	8014	12/03/2012	5246120	SECURITY GUARD SERVICES FOR CITY HALL	$357.20	
			Remit to:	RANCHO CUCAMONGA, CA	$357.20	$10,090.90
GUARDSMARK	8056	12/10/2012	5247123	SECURITY SVCS-CITY HALL	$357.20	
			Remit to:	RANCHO CUCAMONGA, CA	$357.20	$10,090.90
GUARDSMARK	8194	12/20/2012	5248117	SECURITY SVCS-CITY HALL	$267.90	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
GUARDSMARK	8194	12/20/2012	5249118	SECURITY SVCS-CITY HALL	$357.20	
			Remit to:	RANCHO CUCAMONGA, CA	$625.10	$10,090.90
HABITAT FOR HUMANITY RIVERSIDE	215206	12/03/2012	OCTOBER 2012	HELPING HANDS REIMBURSEMENT	$1,320.58	
			JULY-SEPT 2012	HELPING HANDS REIMBURSEMENT	$5,387.17	
			Remit to:	RIVERSIDE, CA	$6,707.75	$12,486.84
HONDA YAMAHA OF REDLANDS	8058	12/10/2012	8639	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES	$283.43	
			Remit to:	REDLANDS, CA	$283.43	$12,097.79
HONDA YAMAHA OF REDLANDS	8195	12/20/2012	9067	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES	$633.14	
			Remit to:	REDLANDS, CA	$633.14	$12,097.79
HUGO SOSA	215412	12/17/2012	DEC-2012	INSTRUCTOR SVCS-TRADITIONAL KARATEDO CLASS	$60.00	
			NOV-2012	INSTRUCTOR SVCS-TRADITIONAL KARATEDO CLASS	$120.00	
			Remit to:	ELK GROVE, CA	$180.00	$630.00
HUMBERTO SILVA	215228	12/03/2012	11/6/12 MILEAGE	MILEAGE REIMBURSEMENT-GOVT. DEVICE & DEMO EVENT/COSTA MESA	$58.83	
			Remit to:	MORENO VALLEY, CA	$58.83	$58.83
HUNSAKER & ASSOCIATES, INC.	215466	12/20/2012	12080310	CONSULTING SERVICES, SURVEY - PERRIS BLVD. WIDENING	$18,986.00	
			Remit to:	IRVINE, CA	$18,986.00	$36,405.00
ICMA RETIREMENT CORP	8181	12/13/2012	DC457121213	3205-DEFERRED COMP - 457	$9,800.01	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	BALTIMORE, MD	$9,800.01	$108,724.8
ICMA RETIREMENT CORP	8295	12/27/2012	DC457121227	3213-DEFERRED COMP-457	$9,824.69	
			Remit to:	BALTIMORE, MD	$9,824.69	$108,724.8
ICR DOORS	8196	12/20/2012	491	MAINT. OF ROLL-UP DOORS-GATE 7-PSB	$382.50	
			490	MAINT. OF ROLL-UP DOORS-GATE 7-PSB	$288.75	
			514	MAINT. OF ROLL-UP DOOR-GATE 3-PSB	$232.00	
			Remit to:	SAN BERNARDINO, CA	$903.25	$4,642.71
IES COMMERICAL, INC	215257	12/10/2012	93723	REPAIR SVCS-LADIES LADIES LOCKERROOM & FD SIDE ADM DOOR	$270.00	
			93250	REPLACED READER/KEYPAD FOR KENNEL DOOR AT A/S	$972.20	
			Remit to:	TEMPE, AZ	$1,242.20	$1,242.20
ING USA ANNUITY & LIFE INS. CO	215397	12/17/2012	121215	NON-EXEMPT ANNUITY	$400.00	
			Remit to:	DES MOINES, IA	$400.00	$2,400.00
INLAND EMPIRE PROPERTY SERVICE INC	8015	12/03/2012	3110	NUSIANCE ABATEMENT SERVICES	$254.00	
			3111	NUSIANCE ABATEMENT SERVICES	$72.00	
			Remit to:	MORENO VALLEY, CA	$326.00	$37,700.84
INLAND EMPIRE PROPERTY SERVICE INC	8059	12/10/2012	3112	NUISANCE ABATEMENT SVCS-24307 BAIRNDALE DR	$266.50	
			3114	NUISANCE ABATEMENT SVCS-13965 PEPPER ST	$102.00	
			3115	NUISANCE ABATEMENT SVCS-14281 CHANTRY	$1,469.00	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	MORENO VALLEY, CA	$1,837.50	$37,700.84
INLAND EMPIRE PROPERTY SERVICE INC	8197	12/20/2012	3122	WEED ABATEMENT SVCS-POORMANS RES.	$2,502.00	
			Remit to:	MORENO VALLEY, CA	$2,502.00	$37,700.84
INLAND LIBRARY SYSTEM	215258	12/10/2012	MVPL2012/2013	MEMBERSHIP DUES FOR 2012/2013	$1,952.00	
			Remit to:	SAN BERNARDINO, CA	$1,952.00	$1,952.00
INSIDE PLANTS, INC.	8016	12/03/2012	44794	MONTHLY PLANT MAINTENANCE-CRC	$320.00	
			Remit to:	CORONA, CA	$320.00	$1,600.00
INSIDE PLANTS, INC.	215368	12/17/2012	45168	INDOOR PLANT MAINTENANCE-CRC-DEC12	$320.00	
			Remit to:	CORONA, CA	$320.00	$320.00
ISAAC CHAPPELL	8077	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$1,593.65
J D H CONTRACTING	8060	12/10/2012	112912-01	ADA IMPROVEMENTS-JFK PARK	$4,618.00	
			Remit to:	RIVERSIDE, CA	$4,618.00	$65,072.90
JAMES TUNTLAND	8128	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$271.44	
			Remit to:	PRESCOTT, AZ	$271.44	$1,357.20
JAMS, INC.	215259	12/10/2012	0002749722-210	MEDIATION SVCS-RE: AEI CASC ENG'G.	$2,623.87	
			Remit to:	LOS ANGELES, CA	$2,623.87	$2,623.87
JANELLE KEPLER	8146	12/17/2012	DEC-12/43885	INSTRUCTOR SVCS-CHEERLEADING CLASS	$224.00	
			DEC-12/44944	INSTRUCTOR SVCS-CHEERLEADING CLASS	$112.00	
			Remit to:	MORENO VALLEY, CA	$336.00	$2,828.00

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
JANNEY & JANNEY ATTORNEY SVCS, INC.	215260	12/10/2012	00121133036	MONTHLY RETAINER-DELIVERY OF COURT FILINGS-DEC12	$75.00	
			Remit to:	RIVERSIDE, CA	$75.00	$450.0
JDEDGE SOFTWARE, LLC	8061	12/10/2012	286	HR & PAYROLL DATA CONVERSION INTO NEW ERP	$8,413.54	
			285	HR & PAYROLL DATA CONVERSION INTO NEW ERP	$9,187.95	
			Remit to:	KRUGERVILLE, TX	$17,601.49	$179,881.90
JDEDGE SOFTWARE, LLC	8145	12/17/2012	288	HR & PAYROLL DATA CONVERSION INTO NEW ERP	$2,520.00	
			287	HR & PAYROLL DATA CONVERSION INTO NEW ERP	$8,800.00	
			Remit to:	KRUGERVILLE, TX	$11,320.00	$179,881.90
JOHN FEENSTRA	8080	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$361.25	
			Remit to:	REDLANDS, CA	$361.25	$1,806.25
JOHN FRESQUEZ	215366	12/17/2012	112512	SPORTS OFFICIATING SERVICES	$60.00	
			111512	SPORTS OFFICIATING SERVICES	$60.00	
			120212	SPORTS OFFICIATING SERVICES	$60.00	
			Remit to:	MORENO VALLEY, CA	$180.00	$1,080.00
JOHN HARDING	215295	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	BANNING, CA	$318.73	$1,593.65
JOHN RUSSO	8120	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$225.99	
			Remit to:	RANCHO MIRAGE, CA	$225.99	$1,129.95

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number		Invoice Description	Amount	FYTD
JOHN W. STRICKLER II	8127	12/10/2012	121201		RETIREE MED BENEFIT DEC '12	$318.73	
				Remit to:	SAN BERNARDINO, CA	$318.73	$1,274.92
JORRY KEITH	215406	12/17/2012	NOV-2012		INSTRUCTOR SVCS-COMIC BOOK CREATION CLASS	$144.00	
				Remit to:	FONTANA, CA	$144.00	$624.00
JOSEPH C. BAUTISTA	8072	12/10/2012	121201		RETIREE MED BENEFIT DEC '12	$318.73	
				Remit to:	FONTANA, CA	$318.73	$1,593.65
JOSEPH HSU	215376	12/17/2012	0000001		CONSULTING SERVICES-WATER UTILITY SVC-EDGEMONT AREA	$3,000.00	
				Remit to:	HENDERSON, NV	$3,000.00	$3,000.00
JOSEPHINE LAFATA	8096	12/10/2012	121201		RETIREE MED BENEFIT DEC '12	$318.73	
				Remit to:	MORENO VALLEY, CA	$318.73	$1,593.65
JTB SUPPLY CO., INC.	8017	12/03/2012	95405		BATTERY BACK UP SERVICE CABINET	$8,296.75	
				Remit to:	ORANGE, CA	$8,296.75	$16,615.06
JTB SUPPLY CO., INC.	215261	12/10/2012	95469		TRAFFIC SIGNAL SUPPLIES	$204.73	
			95458		TRAFFIC SIGNAL SUPPLIES	$9,131.81	
				Remit to:	ORANGE, CA	$9,336.54	$25,606.79
JUDITH A. NIEBURGER	215301	12/10/2012	121201		RETIREE MED BENEFIT DEC '12	$401.42	
				Remit to:	MORENO VALLEY, CA	$401.42	$2,007.10
KATHLEEN DALE	8079	12/10/2012	121201		RETIREE MED BENEFIT DEC '12	$318.73	
				Remit to:	MORENO VALLEY, CA	$318.73	$1,593.65

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
KIMBERLY SCHMITZ	215496	12/20/2012	12/4/12 MILEAGE	MILEAGE REIMBURSEMENT-ADMINSURE WORKERS' COMP UPDATE	$42.74	
			Remit to:	GRAND TERRACE, CA	$42.74	$61.0
KOLA-FM 99.9	215370	12/17/2012	39022	BROADCASTS OF OIL FILTER RECYCLING CAMPAIGN	$3,980.00	
			Remit to:	REDLANDS, CA	$3,980.00	$3,980.00
KYLE KOLLAR	8093	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$1,593.65
LARRY W. WARD, COUNTY ASSESSOR	215186	12/03/2012	11158-A	REPRODUCE MAPS-SDA	$6.75	
			11158-D	REPRODUCE MAPS-SDA	$6.75	
			11158-C	REPRODUCE MAPS-SDA	$6.75	
			11158-B	REPRODUCE MAPS-SDA	$6.75	
			Remit to:	RIVERSIDE, CA	$27.00	$82.37
LAWYERS TITLE COMPANY	8172	12/04/2012	W121201	LAND ACQUISITION-MORENO VALLEY INTERCHANGE PROJ-APN473-160-007	$15,096.00	
			Remit to:	NEWPORT BEACH, CA	$15,096.00	$239,312.50
LEAD TECH ENVIRONMENTAL	215262	12/10/2012	7557	LEAD TECH SCREENING-MHG EDWARD SILVA SPC#75	$240.00	
			Remit to:	CARLSBAD, CA	$240.00	$240.00
LEARNING EXPRESS, LLC	215263	12/10/2012	SO-4263	ANNUAL DATABASE RENEWAL SUBSCRIPTION	$5,270.00	
			Remit to:	NEW YORK, NY	$5,270.00	$5,270.00
LISA A. MORGAN	8109	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	MENTONE, CA	$318.73	$1,593.65
LORI C. SCHIEFELBEIN	215271	12/10/2012	NOV 2012	CONSULTANT SVCS-ROTATIONAL TOW PROGRAM	$1,196.25	
			Remit to:	BULLHEAD CITY, AZ	$1,196.25	$6,407.50
LORI C. SCHIEFELBEIN	215305	12/10/2012	121201	RETIREE MED BENEFIT NOV '12, PD DEC '12	$318.73	
			Remit to:	BULLHEAD CITY, AZ	$318.73	$2,679.90
LOUIS A. ROSSON	8119	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$165.81	
			121201a	RETIREE MED BENEFIT DEC '12	$96.50	
			Remit to:	PERRIS, CA	$262.31	$1,408.05
LOUIS MESSIN	8104	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	BULLHEAD CITY, AZ	$318.73	$1,593.65
MALCOLM SMITH MOTORSPORTS	215207	12/03/2012	100013290	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES	$403.98	
			100019720	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES	$202.27	
			100022735	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES	$1,504.19	
			Remit to:	RIVERSIDE, CA	$2,110.44	$15,639.27
MARGARET AYARS	8071	12/10/2012	121201	RETIREE MED BENEFIT AUG-DEC'12, PD DEC '12	$1,593.65	
			Remit to:	YUCAIPA, CA	$1,593.65	$1,593.65
MARIA A. SMITH	8123	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$1,593.65

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MARINA LANDSCAPE, INC	8018	12/03/2012	8216101200	LANDSCAPE MAINT-ZONE E-1/E-1A-OCT12	$5,733.34	
			Remit to:	ANAHEIM, CA	$5,733.34	$53,052.0
MARINA LANDSCAPE, INC	8198	12/20/2012	8216111200	LANDSCAPE MAINT-ZONE E-1/E-1A-NOV12	$5,733.34	
			Remit to:	ANAHEIM, CA	$5,733.34	$53,052.0
MARIPOSA HORTICULTURAL	8199	12/20/2012	57601	LANDSCAPE MAINT-ZONE DSG-2-NOV12	$12,857.13	
			57602	LANDSCAPE SVCS-TR23046 DSG2	$7,418.00	
			Remit to:	IRWINDALE, CA	$20,275.13	$102,301.21
MARK E. MINARD	8106	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	REDLANDS, CA	$318.73	$1,593.65
MARK L. ADAMS	8070	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	REDLANDS, CA	$318.73	$1,593.65
MARLENE C. GRIFFIN	8084	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	GREEN VALLEY, AZ	$318.73	$1,593.65
MARTHA SPENCER	8125	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$225.99	
			Remit to:	MORENO VALLEY, CA	$225.99	$1,129.95
MARTIN D. HANES	8088	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$1,593.65
MCCAIN TRAFFIC SUPPLY	215208	12/03/2012	INV0158417	LED GEL 12"BALL RED DR6-RTFB-20A-22	$1,203.57	
			INV0158405	333L 4 DOOR CABINET	$11,257.75	
			Remit to:	VISTA, CA	$12,461.32	$35,434.72

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
MERCHANTS LANDSCAPE SERVICES INC	8020	12/03/2012	38729	LANDSCAPE MAINT-ZONE E3A-OCT12	$181.70	
			Remit to:	Santa Ana, CA	$181.70	$28,855.64
MERCHANTS LANDSCAPE SERVICES INC	8062	12/10/2012	38777	LANDSCAPE MAINT-ZONE E3 & E3A-NOV12	$11,433.86	
			38776	LANDSCAPE MAINT-ZONE E8,E12,E14,E15-NOV12	$6,765.97	
			Remit to:	Santa Ana, CA	$18,199.83	$28,855.64
MERCHANTS LANDSCAPE SERVICES INC	8200	12/20/2012	38936	LANDSCAPE MAINT-ZONE E3 ADDL WORK-NOV12	$90.00	
			38934	LANDSCAPE MAINT-ZONE E3 ADDL WORK-NOV12	$714.37	
			38935	LANDSCAPE MAINT-ZONE E3 ADDL WORK-NOV12	$1,150.00	
			Remit to:	Santa Ana, CA	$1,954.37	$28,855.64
MERCHANTS LANDSCAPE SERVICES, INC.	8021	12/03/2012	38728	LANDSCAPE MAINT-ZONE E12 ADDL WORK-OCT12	$323.43	
			Remit to:	MONTEREY PARK, CA	$323.43	$49,839.75
MERCHANTS LANDSCAPE SERVICES, INC.	8201	12/20/2012	38933	LANDSCAPE MAINT-ZONE E12 ADDL WORK	$198.62	
			Remit to:	MONTEREY PARK, CA	$198.62	$49,839.75
METROPCS WIRELESS, INC.	215209	12/03/2012	738970	CELLULAR TECH EXTRACTION & LOCATOR SVCS.	$50.00	
			Remit to:	DALLAS, TX	$50.00	$50.00
MICHAEL R. RAFTERY	215226	12/03/2012	CASE RIC 1200245	MEDIATION SVCS RE: J. TEAGUE ON 10/30/12 - 1/3 SHARE OF COST	$416.67	
			Remit to:	RIVERSIDE, CA	$416.67	$416.67

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
MICHAEL SCHUMAN	8121	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	RIVERSIDE, CA	$318.73	$1,593.6
MIKE MOLLICA	8107	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$401.42	
			Remit to:	DUNNELLON, FL	$401.42	$2,007.1
MONROVIA GROWERS	8165	12/17/2012	928757	PLANT MATERIALS PER QUOTE 1285954	$6,522.02	
			Remit to:	AZUSA, CA	$6,522.02	$13,044.04
MONROVIA GROWERS	215448	12/17/2012	928757	PLANT MATERIALS PER QUOTE 1285954	$6,522.02	
			Remit to:	AZUSA, CA	$6,522.02	$13,044.04
MONTGOMERY PLUMBING INC	215210	12/03/2012	112012	PLUMBING REPAIRS-PUBLIC SAFETY BLDG.	$275.00	
			111312	PLUMBING REPAIRS-SENIOR CTR	$175.00	
			Remit to:	MORENO VALLEY, CA	$450.00	$1,258.75
MONTGOMERY PLUMBING INC	215467	12/20/2012	120612	PLUMBING REPAIRS-PSB	$275.00	
			071712	PLUMBING REPAIRS-PSB	$80.25	
			090712	PLUMBING REPAIRS-ANIMAL SHELTER	$275.00	
			Remit to:	MORENO VALLEY, CA	$630.25	$1,258.75
MORENO VALLEY	8180	12/13/2012	MO121213	3204-MVCEA DUES	$1,437.00	
			Remit to:	MORENO VALLEY, CA	$1,437.00	$18,257.00
MORENO VALLEY	8186	12/03/2012	M0121203	3197-MVCEA DUES	$1,429.50	
			Remit to:	MORENO VALLEY, CA	$1,429.50	$18,257.00
MORENO VALLEY	8298	12/27/2012	MO121227	3212-MVCEA DUES	$1,427.50	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	MORENO VALLEY, CA	$1,427.50	$18,257.00
MORENO VALLEY CHAMBER OF COMMERCE	215345	12/11/2012	3518	WAKE-UP MEETING ATTENDANCE-11/28/12	$75.00	
			Remit to:	MORENO VALLEY, CA	$75.00	$19,340.00
MORENO VALLEY GATEWAY, LLC	8202	12/20/2012	2147	LEASE-FACILITIES ANNEX-DEC12	$2,458.97	
			2149	LEASE-SUITES 5-9 ESA ANNEX-DEC12	$9,207.72	
			2148	LEASE-T/S ANNEX-DEC12	$5,475.90	
			Remit to:	SAN JUAN CAPISTRANO, CA	$17,142.59	$85,712.95
MORENO VALLEY HISPANIC CHAMBER OF COMMERCE	215346	12/11/2012	12/4/12 ADELANTE	ADELANTE MEETING ATTENDANCE	$40.00	
			Remit to:	MORENO VALLEY, CA	$40.00	$6,330.00
MUSICSTAR	215372	12/17/2012	DEC-2012	INSTRUCTOR SVCS-PIANO FOR KIDS CLASSES	$459.00	
			Remit to:	RIVERSIDE, CA	$459.00	$3,834.00
MUSICSTAR	215407	12/17/2012	NOV-2012	INSTRUCTOR SVCS-GUITAR & PIANO FOR KIDS CLASSES	$540.00	
			Remit to:	RIVERSIDE, CA	$540.00	$3,834.00
NANCY A. FOSTER	8081	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	GRASS VALLEY, CA	$318.73	$1,593.65
NANCY POUNDS	8113	12/10/2012	121201	RETIREE MED BENEFIT NOV '12, PD DEC '12	$318.73	
			Remit to:	BOISE, ID	$318.73	$1,912.38
NATIONWIDE RETIREMENT SOLUTIONS	8178	12/13/2012	DC457121213FICA	3202-PST DEF COMP FOR FICA	$3,030.51	
			Remit to:	COLUMBUS, OH	$3,030.51	$38,152.22

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
NATIONWIDE RETIREMENT SOLUTIONS	8184	12/04/2012	DC457121129FICA	3195-PST DEF COMP FOR FICA	$2,476.56	
			Remit to:	COLUMBUS, OH	$2,476.56	$38,152.2
NATIONWIDE RETIREMENT SOLUTIONS	8185	12/04/2012	NW457121129	3196-DEFERRED COMP - 457 & 401(A)	$1,321.58	
			Remit to:	COLUMBUS, OH	$1,321.58	$335,812.8
NATIONWIDE RETIREMENT SOLUTIONS	8296	12/27/2012	DC457121227FICA	3210-PST DEF COMP FICA	$3,501.48	
			Remit to:	COLUMBUS, OH	$3,501.48	$38,152.22
NEW WORLD SYSTEMS, CORP.	8022	12/03/2012	024152	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT	$600.00	
			024039	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT	$600.00	
			Remit to:	TROY, MI	$1,200.00	$200,568.99
NEXUS IS, INC.	8134	12/10/2012	JC625491	CISCO IE 3000 SWITCHES/1000MBPS SINGLE MODE RUGGED FOR TRAFFIC	$11,514.70	
			Remit to:	VALENCIA, CA	$11,514.70	$37,929.77
NEXUS IS, INC.	215339	12/10/2012	JC625491	CISCO IE 3000 SWITCHES/1000MBPS SINGLE MODE RUGGED FOR TRAFFIC	$11,514.70	
			Remit to:	VALENCIA, CA	$11,514.70	$37,929.77
NOLAN MATHIS	8102	12/10/2012	121201	RETIREE MED BENEFIT OCT '12, PD DEC '12	$279.80	
			Remit to:	JACKSON, KY	$279.80	$1,399.00
NORMA PERRY	215303	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	PIONEER, CA	$318.73	$1,593.65
NORMAN A. TRAUB ASSOCIATES	215264	12/10/2012	12115	PROFESSIONAL SVCS	$1,500.00	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	YORBA LINDA, CA	$1,500.00	$13,831.31
OAKLEY SALES CORP	215265	12/10/2012	721580343	SAFETY EYE WEAR FOR PD MOTOR OFFICERS	$737.78	
			Remit to:	LOS ANGELES, CA	$737.78	$840.80
OWEN CHRISTIAN	8078	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$225.99	
			Remit to:	MORENO VALLEY, CA	$225.99	$1,129.95
PACIFIC GREEN HORTICULTURAL	8023	12/03/2012	14299	TURF FERTILIZATION & PEST CONTROL SVCS-ZONE E-7 & E-14	$101.91	
			14300	TURF FERTILIZATION & PEST CONTROL SVCS-ZONE E-7 & E-14	$101.91	
			Remit to:	UPLAND, CA	$203.82	$1,007.64
PACIFIC TELEMANAGEMENT SERVICES	8204	12/20/2012	469314	PAYPHONE SERVICES	$250.56	
			469314 a	PAYPHONE SERVICES	$62.64	
			Remit to:	SAN RAMON, CA	$313.20	$1,941.84
PAINTING BY ZEB BODE	8024	12/03/2012	122011	PAINTING OF SOUTH ENTRANCE AT SENIOR CENTER	$3,700.00	
			122611	PAINTING OF LIGHT POLES AT SENIOR CENTER	$3,380.00	
			Remit to:	NORCO, CA	$7,080.00	$35,613.00
PATH OF LIFE MINISTRIES	215266	12/10/2012	CDBG MV 1-12/13	CDBG PRGM-REIMB. FOR TRANSITIONAL SHELTER PRGM SVCS	$15,850.00	
			Remit to:	RIVERSIDE, CA	$15,850.00	$15,850.00
PATRICIA A. KING	215299	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$271.44	
			Remit to:	LAS VEGAS, NV	$271.44	$1,357.20

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PATRICIA A. MORA	8108	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$1,593.6
PATRICK BECKNER	8073	12/10/2012	121201	RETIREE MED BENEFIT SEPT-NOV '12, PD DEC '12	$703.20	
			Remit to:	MURRIETA, CA	$703.20	$2,317.2
PB AMERICAS, INC.	215374	12/17/2012	AR 496565	ENGINEERING SERVICES - SR-60/NASON INTRCHG.	$20,169.16	
			Remit to:	SAN BERNARDINO, CA	$20,169.16	$20,169.16
PERS LONG TERM CARE PROGRAM	215315	12/10/2012	121115	LONG TERM CARE INSURANCE	$458.63	
			Remit to:	PASADENA, CA	$458.63	$5,503.56
PERS LONG TERM CARE PROGRAM	215316	12/10/2012	121129	LONG TERM CARE INSURANCE	$458.63	
			Remit to:	PASADENA, CA	$458.63	$5,503.56
PERS LONG TERM CARE PROGRAM	215399	12/17/2012	121215	LONG TERM CARE INSURANCE	$458.63	
			Remit to:	PASADENA, CA	$458.63	$5,503.56
PIP PRINTING	8025	12/03/2012	53402 - BAL DUE	REMINDER POSTCARDS PRINTING/ADDRESSING FOR BUSINESS LIC. RENEWAL	$926.43	
			Remit to:	MORENO VALLEY, CA	$926.43	$2,688.75
PROFESSIONAL COMMUNICATION NETWORK PCN	215267	12/10/2012	086400439	LIVE ANSWERING SERVICE FOR TOW PROGRAM	$486.00	
			086201236	LIVE ANSWERING SERVICE FOR TOW PROGRAM	$516.45	
			086300429	LIVE ANSWERING SERVICE FOR TOW PROGRAM	$511.50	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	RIVERSIDE, CA	$1,513.95	$2,957.40
PSOMAS	215375	12/17/2012	84352	CONSULTING SERVICES - NASON/CACTUS	$1,435.00	
			Remit to:	SANTA ANA, CA	$1,435.00	$22,161.00
QUALITY CODE PUBLISHING, LLC	8063	12/10/2012	2012-359	SUPPLEMENT SERVICE TO THE MV MUNICIPAL CODE	$1,381.34	
			Remit to:	SEATTLE, WA	$1,381.34	$3,116.63
RALPH NAVARRETTE	8110	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$225.99	
			Remit to:	RANCHO CUCAMONGA, CA	$225.99	$1,129.95
RBF CONSULTING, INC.	8150	12/17/2012	12090145	CONSULTING SERVICES - NASON/CACTUS	$1,025.00	
			Remit to:	IRVINE, CA	$1,025.00	$33,168.44
REBECCA S. GUILLAN	8085	12/10/2012	121201	RETIREE MED BENEFIT DEC '12, PD DEC '12	$275.31	
			Remit to:	ADVANCE, NC	$275.31	$1,376.55
REPUBLIC MASTER CHEFS	215268	12/10/2012	S180265	LINENS FOR SPECIAL EVENTS AT CRC	$45.00	
			S180266	LINENS FOR SPECIAL EVENTS AT CRC	$75.00	
			S180508	LINENS FOR SPECIAL EVENTS AT CRC	$10.50	
			S182895	LINENS FOR SPECIAL EVENTS AT CRC	$33.95	
			10803738	LINEN RENTAL FOR CRC	$23.74	
			S182906	LINENS FOR SPECIAL EVENTS AT CRC	$43.10	
			10816216	LINEN RENTAL FOR CRC	$25.00	
			10829231	LINEN RENTAL FOR CRC	$25.00	
			10822408	LINEN RENTAL FOR CRC	$25.00	

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REPUBLIC MASTER CHEFS	215268	12/10/2012	10836372	LINEN RENTAL FOR CRC	$25.00	
			S182905	LINENS FOR SPECIAL EVENTS AT CRC	$91.30	
			Remit to:	LOS ANGELES, CA	$422.59	$624.0
REPUBLIC MASTER CHEFS	215468	12/20/2012	S186834	LINENS FOR SPECIAL EVENTS AT CRC	$65.75	
			S186837	LINENS FOR SPECIAL EVENTS AT CRC	$69.95	
			10842548	LINEN RENTAL FOR CRC	$24.78	
			S186838	LINENS FOR SPECIAL EVENTS AT CRC	$41.00	
			Remit to:	LOS ANGELES, CA	$201.48	$624.07
RICK ENGINEERING COMPANY	8151	12/17/2012	0029012	CONSULTING SERVICES, SURVEY - NASON/CACTUS	$13,742.50	
			0029002	CONSULTING SERVICES, SURVEY - LOCAL STREET PAVEMENT RESURFACING	$220.00	
			Remit to:	RIVERSIDE, CA	$13,962.50	$96,784.46
RICK HARTMANN	215296	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	SAN DIMAS, CA	$318.73	$956.19
RIGHTWAY SITE SERVICES, INC.	215377	12/17/2012	717758	PORTABLE TOILET ON WHEELS/SERVICE FOR M&O DIV.	$89.55	
			Remit to:	LAKE ELSINORE, CA	$89.55	$2,931.41
RIVERSIDE CO. SHERIFF'S DEPT	215341	12/11/2012	JAN 7-11, 2013	REGISTR-INTERMD. TRAFFIC COLL. INV.-HACKWORTH, MURPHY, & YOUNG	$597.00	
			JAN28-FEB8, 2013	REGISTR-ADVANCED TRAFFIC COLL. INVESTIG.-W. YOUNG	$481.00	
			Remit to:	RIVERSIDE, CA	$1,078.00	$2,340.00

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
RIVERSIDE COUNTY BAR ASSOCIATION	215269	12/10/2012	2013 DUES STMT	MEMBERSHIP DUES FOR CITY ATTORNEY	$120.00	
			Remit to:	RIVERSIDE, CA	$120.00	$120.00
RIVERSIDE COUNTY CLERK	215225	12/03/2012	112712-Fee	CA DEPT OF FISH AND GAME FEES - NOD FILING	$2,165.50	
			Remit to:	RIVERSIDE, CA	$2,165.50	$2,165.50
RIVERSIDE COUNTY DEPARTMENT OF HEALTH	215211	12/03/2012	HS0000003875	RABIES TEST-ANIMAL SVCS	$50.00	
			Remit to:	RIVERSIDE, CA	$50.00	$300.00
RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DIST.	215495	12/20/2012	RCFC-Fee121812	ENCROACHMENT PERMIT FEE DEPOSIT-NASON FROM CACTUS TO FIR	$2,000.00	
			Remit to:	RIVERSIDE, CA	$2,000.00	$4,000.00
RIVERSIDE COUNTY INFORMATION TECHNOLOGY	215360	12/17/2012	9990170000-1209	VPN CONNECTION FOR CODE ENFORCEMENT	$11.14	
			9990023000-1210	VPN CONNECTION FOR CODE ENFORCEMENT & HELP DESK SUPPORT	$72.00	
			9990023000-1209	VPN CONNECTION FOR CODE ENFORCEMENT	$17.70	
			9990170000-1210	VPN CONNECTION FOR CODE ENFORCEMENT	$11.14	
			Remit to:	RIVERSIDE, CA	$111.98	$10,148.70
RIVERSIDE COUNTY INFORMATION TECHNOLOGY	215458	12/20/2012	9990085000-1210	RADIO COMM. SERVICES FOR PD MOTORCYCLES	$983.50	
			Remit to:	RIVERSIDE, CA	$983.50	$10,148.70
RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT)	215378	12/17/2012	9990023000-1210	800-MHZ RADIO MONTHLY LEASE	$189.90	

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RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT)	215378	12/17/2012	9990023000-1209	800-MHZ RADIO MONTHLY LEASE	$189.90	
			Remit to:	RIVERSIDE, CA	$379.80	$4,097.0
RIVERSIDE COUNTY SHERIFF	215317	12/10/2012	121129	GARNISHMENT	$55.44	
			Remit to:	RIVERSIDE, CA	$55.44	$5,063.4
RIVERSIDE COUNTY SHERIFF	215400	12/17/2012	121215	GARNISHMENT	$136.96	
			Remit to:	RIVERSIDE, CA	$136.96	$5,063.47
RMA GROUP, INC	215379	12/17/2012	41085	CONSULTING SERVICES, GEOTECHNICAL - CORPORATE YARD SEWER IMPRVMT	$3,931.73	
			Remit to:	RANCHO CUCAMONGA, CA	$3,931.73	$3,931.73
ROBERT C. LUMLEY	8101	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$1,593.65
ROBERT D. HERRICK	215297	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$1,593.65
ROBERT GUTIERREZ	8086	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	LA VERNE, CA	$318.73	$1,593.65
ROBERT H. WILLIS	215391	12/17/2012	111812	SPORTS OFFICIATING SERVICES	$80.00	
			112512	SPORTS OFFICIATING SERVICES	$60.00	
			Remit to:	PERRIS, CA	$140.00	$1,020.00
ROBERT MEYERS	215314	12/10/2012	OCT-2012	INSTRUCTOR SVCS-DRAWING FOR KIDS CLASS	$189.00	
			Remit to:	MORENO VALLEY, CA	$189.00	$1,032.00

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ROBERT MILES	8105	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$225.99	
			Remit to:	MORENO VALLEY, CA	$225.99	$1,129.95
ROBERT NELSON	8111	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$320.43	
			Remit to:	ONTARIO, CA	$320.43	$1,602.15
ROBERTO RAMOS	215227	12/03/2012	NOV-2012	INSTRUCTOR SVCS-KINDER KARATE & TAE KWON DO CLASSES	$330.60	
			Remit to:	MORENO VALLEY, CA	$330.60	$2,953.60
ROBERTO RAMOS	215408	12/17/2012	DEC-2012	INSTRUCTOR SVCS-KINDER KARATE & TAE KWON DO CLASSES	$321.00	
			Remit to:	MORENO VALLEY, CA	$321.00	$2,953.60
RONALD A. WIELIN	8132	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	BANNING, CA	$318.73	$1,593.65
ROSALYN CARTER	8076	12/10/2012	121201	RETIREE MED BENEFIT OCT-NOV '12, PD DEC '12	$637.46	
			Remit to:	MORENO VALLEY, CA	$637.46	$1,593.65
ROSENOW SPEVACEK GROUP (RSG, INC.)	215270	12/10/2012	0028536	MV HOUSING AUTHORITY FY 11/12 ANNUAL REPORT PREPARATION SVCS	$4,247.50	
			0028611	MV HOUSING AUTHORITY FY 11/12 ANNUAL REPORT PREPARATION SVCS	$187.50	
			Remit to:	SANTA ANA, CA	$4,435.00	$9,233.98
ROSS W. HEFFLEY	8090	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	HEMET, CA	$318.73	$1,593.65
RUTH L. NELSON	8112	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$165.81	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	PERRIS, CA	$165.81	$829.0
SA ASSOCIATES	8064	12/10/2012	74	CONSULTING SERVICES, ENGINEERING - NASON/CACTUS	$10,087.50	
			Remit to:	ARCADIA, CA	$10,087.50	$63,600.0
SARA L. ROCHA	8116	12/10/2012	121201	RETIREE MED BENEFIT OCT-NOV12 $160X2, DEC12-FEB13 MEDI, PD DEC12	$519.80	
			Remit to:	QUEEN CREEK, AZ	$519.80	$1,399.40
SARA L. ROCHA	8211	12/20/2012	121201a	FEB'13 MEDI PD DEC'12	$99.90	
			Remit to:	QUEEN CREEK, AZ	$99.90	$1,399.40
SAT/HUMAN RESOURCES	8152	12/17/2012	WMN-7486	INTERACTIVE MEETING-A. WILSON	$815.86	
			Remit to:	CARSON, CA	$815.86	$815.86
SCMAF-INLAND VALLEYS	215344	12/11/2012	2012-28	SCMAF 2012 AWARDS & INSTALLATION	$30.00	
			2012-26	SCMAF 2012 AWARDS & INSTALLATION	$60.00	
			2012-27	SCMAF 2012 AWARDS & INSTALLATION	$30.00	
			Remit to:	CHINO HILLS, CA	$120.00	$120.00
SCOTT FAZEKAS & ASSOCIATES, INC	215272	12/10/2012	16364	PLAN CHECK SVCS FOR BLDG & SAFETY DEPT.	$847.00	
			Remit to:	IRVINE, CA	$847.00	$1,397.00
SEAN MALEK ENGINEERING AND CONSTRUCTION	215469	12/20/2012	07123-5	CONSTRUCTION CONTRACT - AUTO MALL IMPROVEMENTS	$6,113.83	
			Remit to:	TEMECULA, CA	$6,113.83	$205,809.29
SECTRAN SECURITY, INC	215380	12/17/2012	12120610 - CH	ARMORED TRANSPORT SVCS FOR CITY HALL CASHIER	$159.00	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
SECTRAN SECURITY, INC	215380	12/17/2012	12120610 - PR	ARMORED TRANSPORT SVCS FOR PARKS & COMM. SVCS	$159.00	
			12120610 - ENT	ARMORED TRANSPORT SVCS FOR MV UTILITY	$159.00	
			Remit to:	LOS ANGELES, CA	$477.00	$2,862.00
SECURITY LOCK & KEY	8027	12/03/2012	25620	RE-KEY GOLF COURSE TO PRIMUS SYSTEM	$1,678.79	
			Remit to:	YUCAIPA, CA	$1,678.79	$3,078.23
SHARON K. SHARRETT	215306	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$165.81	
			Remit to:	ONTARIO, CA	$165.81	$829.05
SHAW INDUSTRIES, INC.	215212	12/03/2012	7836829	CARPET SUPPLIES FOR 2ND FLOOR CITY HALL (STAIRS)	$153.23	
			Remit to:	MENIFEE, CA	$153.23	$153.23
SHELL OIL CO.	215470	12/20/2012	065124489212	FUEL PURCHASES-PD MOTORCYCLES	$1,547.56	
			Remit to:	COLUMBUS, OH	$1,547.56	$12,584.61
SHELL OIL CO.	215471	12/20/2012	079021622212	FUEL PURCHASES-PD SET	$66.64	
			Remit to:	COLUMBUS, OH	$66.64	$12,584.61
SINGER & COFFIN	8205	12/20/2012	2803	PROFESSIONAL LEGAL SERVICES	$1,646.70	
			Remit to:	IRVINE, CA	$1,646.70	$18,041.50
SKY PUBLISHING	215273	12/10/2012	12_7_103	PRINTING OF SOARING RECREATION GUIDE FOR WINTER/SPRING 2013	$11,833.50	
			Remit to:	MORENO VALLEY, CA	$11,833.50	$11,833.50
SO CAL FPO	215347	12/11/2012	JAN. 15-16, 2013	REGISTR. FEE FOR CARLOS RODRIGUEZ FOR STATUTES & REGS. TRAINING	$100.00	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	SAN DIEGO, CA	$100.00	$100.0
SOCAL FPO	215411	12/17/2012	REG-P VILLALOBOS	REGISTRATION FEE-STATUTES & REGULATIONS TRNG ON FEB. 5-6, 2013	$100.00	
			REG-F. MARTINEZ	REGISTRATION FEE-STATUTES & REGULATIONS TRNG ON FEB. 5-6, 2013	$100.00	
			Remit to:	ANAHEIM, CA	$200.00	$200.00
SOCO GROUP, INC	8154	12/17/2012	680769	FUEL FOR CITY VEHICLES & EQUIPMENT	$7,175.50	
			681254	FUEL FOR CITY VEHICLES & EQUIPMENT	$6,744.58	
			682284	FUEL FOR CITY VEHICLES & EQUIPMENT	$6,957.45	
			Remit to:	PERRIS, CA	$20,877.53	$148,351.12
SOUTH COAST AQMD	215472	12/20/2012	2531987	ANNUAL OPERATING FEES-DIESEL GENERATOR AT ANIMAL SHELTER	$310.85	
			2533102	ANNUAL EMISSIONS FEES-DIESEL GENERATOR AT ANIMAL SHELTER	$115.56	
			Remit to:	DIAMOND BAR, CA	$426.41	$1,699.93
SOUTHERN CALIFORNIA EDISON	215213	12/03/2012	NOV-12 12/3/12	ELECTRICITY	$3,527.97	
			Remit to:	RIALTO, CA	$3,527.97	$67,207.91
SOUTHERN CALIFORNIA EDISON	215275	12/10/2012	OCT-12 12/10/12	ELECTRICITY	$25.19	
			NOV-12 12/10/12	ELECTRICITY	$5,406.07	
			Remit to:	ROSEMEAD, CA	$5,431.26	$1,143,324.31
SOUTHERN CALIFORNIA EDISON	215474	12/20/2012	7500227371	RELIABILITY SERVICE-DLAP_SCE_SEES_HV	$305.89	
			7500226417	WDAT CHARGES-SUBSTATION 115KV INTERCONNECTION	$16,794.83	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	ROSEMEAD, CA	$17,100.72	$231,553.58
SOUTHERN CALIFORNIA FPO'S	215410	12/17/2012	NEW MEMBER APPS	MEMBERSHIP FEES FOR: C. RODRIGUEZ, F. MARTINEZ, & P. VILLALOBOS	$195.00	
			Remit to:	RANCHO CUCAMONGA, CA	$195.00	$195.00
SOUTHERN CALIFORNIA GAS CO.	215383	12/17/2012	NOV-2012	GAS CHARGES	$5,581.26	
			Remit to:	MONTEREY PARK, CA	$5,581.26	$21,100.47
SPARKLETTS	215277	12/10/2012	7364551 112312	BOTTLED WATER/SVC-SUNNYMEAD ELEMENTARY "A CHILD'S PLACE"	$10.59	
			10050036 110212	BOTTLED WATER/SVC-EOC/ERF	$35.19	
			Remit to:	DALLAS, TX	$45.78	$466.65
SPARKLETTS	215475	12/20/2012	7363683 120212	BOTTLED WATER/SVC-ARMADA ELEMENTARY "A CHILD'S PLACE"	$16.41	
			7364596 120212	BOTTLED WATER/SVC-CREEKSIDE ELEMENTARY "A CHILD'S PLACE"	$11.84	
			Remit to:	DALLAS, TX	$28.25	$466.65
SPRINT	215278	12/10/2012	LCI-154987	CELLULAR TECH EXTRACTION/LOCATOR SVCS	$30.00	
			LCI-156152	CELLULAR TECH EXTRACTION/LOCATOR SVCS	$30.00	
			LCI-155460	CELLULAR TECH EXTRACTION/LOCATOR SVCS	$30.00	
			LCI-155408	CELLULAR TECH EXTRACTION/LOCATOR SVCS	$40.00	
			Remit to:	KANSAS CITY, MO	$130.00	$220.00
SPRINT	215476	12/20/2012	LCI-156953	CELLULAR TECH EXTRACTION/LOCATOR SVCS	$30.00	
			Remit to:	KANSAS CITY, MO	$30.00	$220.00

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
SPRINT/NEXTEL COMMUNICATIONS	8065	12/10/2012	417544340-072	CELLULAR PHONE SVC FOR PD GTF	$77.12	
			634235346-026	CELLULAR PHONE SVC FOR PD SET (SHORT-PAID PENDING CASE 7391885)	$650.00	
			Remit to:	CAROL STREAM, IL	$727.12	$4,291.3
SPRINT/NEXTEL COMMUNICATIONS	8206	12/20/2012	634235346-027	CELLULAR PHONE SVC FOR PD SET (SHORT-PAID PENDING CASE 7391885)	$650.00	
			Remit to:	CAROL STREAM, IL	$650.00	$4,291.33
STAN BUCKINGHAM	215291	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	TEMECULA, CA	$318.73	$1,593.65
STANDARD INSURANCE CO	215229	12/03/2012	121201	SUPPLEMENTAL INSURANCE	$1,788.79	
			Remit to:	PORTLAND, OR	$1,788.79	$8,918.85
STANLEY CONVERGENT SECURITY	8155	12/17/2012	9737678	COMBINE TWO EXISTING INTRUSION ALARMS AT GOLF COURSE	$1,826.00	
			Remit to:	PALATINE, IL	$1,826.00	$13,767.46
STATE BAR OF CALIFORNIA	215384	12/17/2012	207114 - YR 2013	2013 MEMBER FEES & MCLE COMPLIANCE-S. BRYANT	$410.00	
			130677 - YR 2013	2013 MEMBER FEES & MCLE COMPLIANCE-R. HANSEN	$410.00	
			216785 - YR 2013	2013 MEMBER FEES & MCLE COMPLIANCE-P. EARLY	$410.00	
			Remit to:	LOS ANGELES, CA	$1,230.00	$1,230.00
STATE BOARD OF EQUALIZATION	8223	12/21/2012	113012	SALES & USE TAX REPORT 11/1-11/30/12	$1,452.00	
			Remit to:	SACRAMENTO, CA	$1,452.00	$13,763.00

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
STATE DISBURSEMENT UNIT	8177	12/13/2012	CS121213	3201-CHILD SUPPORT WITHHOLDING	$2,172.42	
			Remit to:	WEST SACRAMENTO, CA	$2,172.42	$30,752.14
STATE DISBURSEMENT UNIT	8299	12/27/2012	CS121227	3209-CHILD SUPPORT WITHHOLDING	$2,278.35	
			Remit to:	WEST SACRAMENTO, CA	$2,278.35	$30,752.14
STENO SOLUTIONS TRANSCRIPTION SVCS., IN	215477	12/20/2012	42456	TRANSCRIPTION SERVICES FOR PD	$2,747.20	
			Remit to:	CORONA, CA	$2,747.20	$22,151.52
STEVE CHAPMAN	215292	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	REDLANDS, CA	$318.73	$1,593.65
STEVE KUPSAK	8094	12/10/2012	121201	RETIREE MED BENEFIT SEP-NOV '12, PD DEC '12	$956.19	
			Remit to:	CEDAR GLEN, CA	$956.19	$1,912.38
STI, INC. and ORCO BLOCK CO.	215415	12/17/2012	11-901-Ret-3	JOINT CHECK-IRONWOOD AVE IMPROVEMENTS PROJECT RETENTION RELEASE	$9,095.71	
			Remit to:	RIVERSIDE, CA	$9,095.71	$9,095.71
STI, INC. and S&J CONCRETE PUMPING, INC.	215414	12/17/2012	11-901-Ret-2	JOINT CHECK-IRONWOOD AVE IMPROVEMENTS PROJECT RETENTION RELEASE	$1,269.00	
			Remit to:	RIVERSIDE, CA	$1,269.00	$1,269.00
STUART H. SHELDON	215307	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	MURRIETA, CA	$318.73	$1,593.65
SUE A. MAXINOSKI	8103	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	AVINGER, TX	$318.73	$1,593.6
SUNNYMEAD ACE HARDWARE	215215	12/03/2012	49109	MISC. SUPPLIES/TOOLS FOR FIRE STATION 99	$113.13	
			49198	MISC. SUPPLIES/TOOLS FOR FIRE STATION 99	$118.69	
			Remit to:	MORENO VALLEY, CA	$231.82	$514.2
SUNNYMEAD ACE HARDWARE	215280	12/10/2012	49528	MISC. SUPPLIES FOR PD	$38.83	
			49356	MISC. SUPPLIES FOR PD	$27.89	
			49083	MISC. SUPPLIES FOR PD	$8.60	
			48812	MISC. SUPPLIES FOR PD	$83.17	
			48909	MISC. SUPPLIES FOR PD	$11.54	
			48818	MISC. SUPPLIES FOR PD	$10.01	
			48484	MISC. SUPPLIES FOR PD	$15.28	
			Remit to:	MORENO VALLEY, CA	$195.32	$337.34
SUSAN A. JONES	8091	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$1,593.65
SUSAN A. SLAGERMAN	8122	12/10/2012	121201	RETIREE MED BENEFIT OCT-NOV '12, PD DEC '12	$637.46	
			Remit to:	MORENO VALLEY, CA	$637.46	$1,593.65
TARA TRICHE	215418	12/17/2012	DEC-2012	INSTRUCTOR SVCS-DANCE CLASSES	$1,998.00	
			Remit to:	MORENO VALLEY, CA	$1,998.00	$12,638.40
TAX COMPLIANCE SERVICES	215478	12/20/2012	2012-2013 STMT 5	UUT AUDIT & CONSULTING SVCS	$5,000.00	
			Remit to:	THOUSAND OAKS, CA	$5,000.00	$30,000.00

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
TERRY L. STREICH	215308	12/10/2012	121201	RETIREE MED BENEFIT VSP DEC 12, PD DEC 12	$30.33	
			Remit to:	MORENO VALLEY, CA	$30.33	$1,367.80
THE COUNSELING TEAM	215198	12/03/2012	20452	EMPLOYEE SUPPORT SVCS	$1,250.00	
			Remit to:	SAN BERNARDINO, CA	$1,250.00	$8,750.00
THE LEW EDWARDS GROUP	215281	12/10/2012	001	REVENUE MEASURE FEASIBILITY STUDY-AUG12	$7,152.60	
			Remit to:	OAKLAND, CA	$7,152.60	$7,152.60
THE ROTARY CLUB OF MORENO VALLEY	215479	12/20/2012	DONATION	DONATION FROM COUNCIL MBR MOLINA FOR FOOD FOR THANKSGIVING FEAST	$100.00	
			Remit to:	MORENO VALLEY, CA	$100.00	$100.00
THEODORE J. BECKWITH	215282	12/10/2012	12-005	EXPERT WITNESS SVC-MV1208	$325.00	
			Remit to:	RIVERSIDE, CA	$325.00	$325.00
THERMAL COMBUSTION INNOVATORS	215216	12/03/2012	94281	BIOHAZARD MEDICAL WASTE DISPOSAL SVCS FOR ANIMAL SHELTER	$70.95	
			97791	BIOHAZARD MEDICAL WASTE DISPOSAL SVCS FOR ANIMAL SHELTER	$71.34	
			94224	BIOHAZARD MEDICAL WASTE DISPOSAL SVCS FOR ANIMAL SHELTER	$70.88	
			97633	BIOHAZARD MEDICAL WASTE DISPOSAL SVCS FOR ANIMAL SHELTER	$86.31	
			97734	BIOHAZARD MEDICAL WASTE DISPOSAL SVCS FOR ANIMAL SHELTER	$71.26	
			Remit to:	COLTON, CA	$370.74	$583.86
THOMPSON COBURN LLP	8066	12/10/2012	2500209	LEGAL SVCS FOR MVU	$316.22	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	WASHINGTON, DC	$316.22	$7,336.9
THOMPSON COBURN LLP	8207	12/20/2012	2503229	LEGAL SVCS FOR MVU	$234.50	
			Remit to:	WASHINGTON, DC	$234.50	$7,336.9
THOMSON REUTERS	215223	12/03/2012	825861048	LEGAL PUBLICATIONS UPDATES SUBSCRIPTIONS	$638.97	
			826047667	LEGAL PUBLICATIONS UPDATES SUBSCRIPTIONS	$116.38	
			Remit to:	CAROL STREAM, IL	$755.35	$1,609.17
TOM TUCKER dba SCCS	8026	12/03/2012	10112	CONSULTING SVCS-CITYWIDE CAMERA SURVEILLANCE SYSTEM	$3,806.30	
			Remit to:	CLOVIS, CA	$3,806.30	$12,047.00
TRENT D. PULLIAM	8115	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	MISSION VIEJO, CA	$318.73	$1,593.65
TROPICAL PLAZA NURSERY, INC.	215218	12/03/2012	M51047	TREE TRIMMING/CLEANUP THROUGHOUT PASEO AREA OF ZONE E-2	$5,800.00	
			M50960	LANDSCAPE MAINT-ZONE E-2	$6,101.66	
			Remit to:	VILLA PARK, CA	$11,901.66	$60,195.22
TRUGREEN LANDCARE	8029	12/03/2012	7409738	RESTAKE 25 TREES ALONG VIA DEL LAGO	$224.02	
			7390551B	LANDSCAPE MAINT-ZONE S	$914.65	
			7359892B	LANDSCAPE MAINT-ZONE S	$914.65	
			7409726	OVERSEED OF TURF AREA ALONG MORENO BEACH & VIA DEL LAGO	$360.00	
			7375658B	LANDSCAPE MAINT-ZONE S	$914.65	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	RIVERSIDE, CA	$3,327.97	$130,154.03
TRUGREEN LANDCARE	8067	12/10/2012	7422525	LANDSCAPE MAINT-ZONE S	$914.65	
			7422524	LANDSCAPE MAINT-ZONE E-4 & E-4A	$8,445.86	
			7422522	LANDSCAPE MAINT-ZONE E-16	$2,485.00	
			7422521	LANDSCAPE MAINT-ZONE DSG-1	$5,121.57	
			7422520	LANDSCAPE MAINT-ZONE M	$4,955.00	
			7425054	TRACT #19032-TRIM SHRUBS, CUT WEEDS, SPRAY WITH ROUND-UP	$850.00	
			7424938	IRRIGATION REPAIRS-ZONE E-4	$450.55	
			Remit to:	RIVERSIDE, CA	$23,222.63	$130,154.03
TRUGREEN LANDCARE	8208	12/20/2012	7426705	STUMP REMOVED & 24" BOX TREE INSTALLED AT CITY HALL	$330.00	
			Remit to:	RIVERSIDE, CA	$330.00	$130,154.03
TURF STAR, INC.	215480	12/20/2012	2270598-00	PARTS FOR GOLF COURSE EQUIPMENT MAINT/REPAIRS	$2,511.38	
			Remit to:	SAN FRANCISCO, CA	$2,511.38	$12,196.49
TW TELECOM	215219	12/03/2012	05166888	TELECOM SVCS-LOCAL/LONG DISTANCE CALLS	$1,523.09	
			05166888a	INTERNET & DATA SVCS	$1,549.31	
			Remit to:	DENVER, CO	$3,072.40	$21,430.16
TW TELECOM	215481	12/20/2012	05222362a	INTERNET & DATA SVCS	$1,549.31	
			05222362	TELECOM SVCS-LOCAL/LONG DISTANCE CALLS	$1,469.39	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	DENVER, CO	$3,018.70	$21,430.1
U.S. HEALTHWORKS MEDICAL GROUP	215220	12/03/2012	122116424 10/10	EMPLOYEE MEDICAL TREATMENT/CARE COORDINATION	$159.04	
			2186758-CA	EMPLOYEE DOT PHYSICAL EXAM	$65.00	
			Remit to:	LOS ANGELES, CA	$224.04	$2,221.9
U.S. HEALTHWORKS MEDICAL GROUP	215283	12/10/2012	122116905 11/06	EMPLOYEE INJURY MEDICAL TREATMENT/CARE	$103.86	
			Remit to:	LOS ANGELES, CA	$103.86	$2,221.98
U.S. HEALTHWORKS MEDICAL GROUP	215482	12/20/2012	130066046 11/13	EMPLOYEE INJURY MEDICAL TREATMENT/CARE	$230.01	
			130066046 11/20	EMPLOYEE INJURY MEDICAL TREATMENT/CARE	$68.62	
			130066046 11/12	EMPLOYEE INJURY MEDICAL TREATMENT/CARE	$113.34	
			Remit to:	LOS ANGELES, CA	$411.97	$2,221.98
U.S. TREASURY	8220	12/20/2012	W121205	INITIAL PAYMENT PURSUANT TO HUD REQUEST	$12,147.00	
			Remit to:	WASHINGTON, DC	$12,147.00	$12,147.00
UNDERGROUND SERVICE ALERT	8209	12/20/2012	1120120434c	DIGALERT TICKETS SUBSCRIPTION SERVICE	$93.00	
			1120120434d	DIGALERT TICKETS SUBSCRIPTION SERVICE	$93.00	
			1120120434a	DIGALERT TICKETS SUBSCRIPTION SERVICE	$93.00	
			1120120434b	DIGALERT TICKETS SUBSCRIPTION SERVICE	$93.00	
			Remit to:	CORONA, CA	$372.00	$2,571.00
UNION BANK OF CALIFORNIA NA	215284	12/10/2012	782358	INVESTMENT SAFEKEEPING SERVICES	$291.67	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	SAN DIEGO, CA	$291.67	$909.34
UNITED ROTARY BRUSH CORP.	8156	12/17/2012	273682	STREET SWEEPER BROOM KITS/RECONDITIONING	$1,266.16	
			Remit to:	ESCONDIDO, CA	$1,266.16	$10,833.42
UNITED SITE SERVICES OF CA, INC.	8030	12/03/2012	114-934546	FENCE RENTAL AT ANIMAL SHELTER	$106.40	
			Remit to:	EL MONTE, CA	$106.40	$319.20
UNITED WAY OF INLAND VALLEYS	215318	12/10/2012	121129	U W CONTRIBUTIONS	$335.00	
			Remit to:	RIVERSIDE, CA	$335.00	$4,020.00
UNITED WAY OF INLAND VALLEYS	215402	12/17/2012	121215	U W CONTRIBUTIONS	$335.00	
			Remit to:	RIVERSIDE, CA	$335.00	$4,020.00
USA MOBILITY/ARCH WIRELESS	8157	12/17/2012	V6218870L	PAGER SERVICE	$35.80	
			Remit to:	SPRINGFIELD, VA	$35.80	$213.64
VA CONSULTING, INC.	8068	12/10/2012	30737	CONSULTING SERVICES, DESIGN - AUTO MALL	$389.58	
			Remit to:	IRVINE, CA	$389.58	$2,997.89
VACATE TERMITE & PEST ELIMINATION CO.	8031	12/03/2012	28434	PEST CONTROL SERVICE-FIRE STATION #6	$45.00	
			28456	PEST CONTROL SERVICE-FIRE STATION #58	$45.00	
			28431	PEST CONTROL SERVICE-FIRE STATION #65	$45.00	
			28432	PEST CONTROL SERVICE-TOWNGATE COMM. CTR	$45.00	
			28435	PEST CONTROL SERVICE-LIBRARY	$55.00	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
VACATE TERMITE & PEST ELIMINATION CO.	8031	12/03/2012	28454	PEST CONTROL SERVICE-UTILITY FIELD OFFICE	$45.00	
			28457	PEST CONTROL SERVICE-SENIOR CTR	$55.00	
			28458	PEST CONTROL SERVICE-FIRE STATION #2	$45.00	
			28459	PEST CONTROL SERVICE-FIRE STATION #91	$45.00	
			28588	PEST CONTROL SERVICE-GOLF COURSE PRO SHOP	$45.00	
			28589	PEST CONTROL SERVICE-EOC	$55.00	
			28590	PEST CONTROL SERVICE-CITY HALL	$75.00	
			28601	PEST CONTROL SERVICE-MARCH FIELD BLDG 823	$45.00	
			28603	PEST CONTROL SERVICE-TRANSP. TRAILER	$45.00	
			28453	PEST CONTROL SERVICE-FIRE STATION #48	$45.00	
			28591	PEST CONTROL SERVICE-CONFERENCE & REC CTR	$75.00	
			28602	PEST CONTROL SERVICE-MARCH FIELD PARK COMM. CTR	$45.00	
			28599	PEST CONTROL SERVICE-ANIMAL SHELTER	$115.00	
			28598	PEST CONTROL SERVICE-ANNEX BLDG 1	$55.00	
			28593	PEST CONTROL SERVICE-PUBLIC SAFETY BLDG	$75.00	
			28592	PEST CONTROL SERVICE-CITY YARD	$115.00	
			Remit to:	MORENO VALLEY, CA	$1,215.00	$6,985.00
VARIABLE SPEEDS SOLUTIONS INC	215221	12/03/2012	8559	IRRIGATION PUMP MAINTENANCE-NPDES AREAS	$190.00	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
VARIABLE SPEEDS SOLUTIONS INC	215221	12/03/2012	8561	IRRIGATION PUMP MAINTENANCE-NPDES AREAS	$190.00	
			Remit to:	HUNTINGTON BEACH, CA	$380.00	$3,230.00
VAS ASSOCIATES, INC.	8158	12/17/2012	173	CONSULTING SERVICES, ENGINEERING - NASON/CACTUS	$18,720.00	
			Remit to:	CORONA, CA	$18,720.00	$135,360.00
VAVRINEK, TRINE, DAY & CO., LLP	215285	12/10/2012	0092878-IN	CONSULTING SVCS-ASSISTANCE WITH DEVELOPER DEPOSITS & BALANCES	$540.00	
			Remit to:	RANCHO CUCAMONGA, CA	$540.00	$17,190.00
VERIZON	215388	12/17/2012	EQN6913105-12333	BACKBONE COMMUNICATION CHARGES	$1,775.70	
			Remit to:	TRENTON, NJ	$1,775.70	$10,574.13
VERIZON CALIFORNIA	215483	12/20/2012	1258220327DEC-12	FIOS SERVICES FOR FIRE STATION 99	$182.10	
			Remit to:	DALLAS, TX	$182.10	$4,547.96
VERIZON CALIFORNIA	215484	12/20/2012	951 UH2-7052/DEC	PHONE CHARGES-ERC	$623.89	
			Remit to:	DALLAS, TX	$623.89	$4,547.96
VERIZON WIRELESS	215286	12/10/2012	1136266053	CELLULAR SERVICE FOR PD TICKET WRITERS	$169.05	
			Remit to:	DALLAS, TX	$169.05	$843.90
VERTEX, INC.	8159	12/17/2012	4089233	PAYROLL TAX Q SERIES SOLUTION SVC AGREEMENT 12/1/12-11/30/13	$845.84	
			Remit to:	BERWYN, PA	$845.84	$1,635.12
VISION SERVICE PLAN	8160	12/17/2012	121201	EMPLOYEE VISION INSURANCE	$3,978.54	
			Remit to:	SAN FRANCISCO, CA	$3,978.54	$23,499.30

MV00193137

City of Moreno Valley

Payment Register

For Period 12/1/2012 through 12/31/2012

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
VISTA PAINT CORPORATION	215222	12/03/2012	2012-422178-00	TRAFFIC PAINT	$1,215.89	
			2012-421841-00	TRAFFIC PAINTING SUPPLIES	$2,090.35	
			2012-421852-00	TRAFFIC PAINT	$607.95	
			Remit to:	FULLERTON, CA	$3,914.19	$3,935.2
VOYAGER FLEET SYSTEM, INC.	8161	12/17/2012	869211615247	CNG FUEL PURCHASES	$1,486.80	
			Remit to:	HOUSTON, TX	$1,486.80	$9,297.83
VULCAN MATERIALS COMPANY	215389	12/17/2012	217912	ASPHALTIC MATERIALS	$111.33	
			223579	ASPHALTIC MATERIALS	$109.19	
			223580	ASPHALTIC MATERIALS	$146.17	
			221873	ASPHALTIC MATERIALS	$109.19	
			219166	ASPHALTIC MATERIALS	$110.62	
			212897	ASPHALTIC MATERIALS	$434.60	
			212896	ASPHALTIC MATERIALS	$110.62	
			209581	ASPHALTIC MATERIALS	$110.62	
			209580	ASPHALTIC MATERIALS	$109.19	
			205993	ASPHALTIC MATERIALS	$110.62	
			205992	ASPHALTIC MATERIALS	$75.05	
			215613	ASPHALTIC MATERIALS	$109.91	
			Remit to:	LOS ANGELES, CA	$1,647.11	$9,049.26
WELLS FARGO BANK	215287	12/10/2012	905281	TRUSTEE FEES 11/29/12-11/28/13 FOR CFD 87-1 2007 SPEC TAX REF BD	$2,000.00	

City of Moreno Valley

Payment Register

For Period 12/1/2012 through 12/31/2012

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
WELLS FARGO BANK	215287	12/10/2012	905282	TRUSTEE FEES 11/29/12-11/28/13 FOR CFD 87-1 IMP AREA #1 REF BD	$2,000.00	
			Remit to:	MINNEAPOLIS, MN	$4,000.00	$4,000.00
WEST COAST ARBORISTS, INC.	8069	12/10/2012	84228	TREE TRIMMING & REMOVAL SERVICES-ZONE E-3	$2,765.00	
			Remit to:	ANAHEIM, CA	$2,765.00	$6,285.00
WESTERN MUNICIPAL WATER DISTRICT	215485	12/20/2012	24753-018620/NOV	WATER CHARGES-MARB BALLFIELDS	$377.80	
			23821-018258/NOV	WATER CHARGES-MFPCC BLDG 938	$70.00	
			23866-018292/NOV	WATER CHARGES-SKATE PARK	$19.10	
			23821-018257/NOV	WATER CHARGES-MFPCC LANDSCAPE	$427.84	
			Remit to:	ARTESIA, CA	$894.74	$13,317.67
WESTERN PACIFIC SIGNAL, LLC	215486	12/20/2012	16753	AUDIBLE PEDESTRIAN SIGNAL DEVICE	$6,107.02	
			Remit to:	SAN LEANDRO, CA	$6,107.02	$6,107.02
WESTERN RIVERSIDE CO. OF GOVT'S	215392	12/17/2012	1212041	DAY ST ROADWAY IMPROVEMENTS ASSESSEMNT	$9.81	
			NOV-12 TUMF	TUMF FEES COLLECTED FOR 11/1-11/30/12	$18,263.09	
			Remit to:	RIVERSIDE, CA	$18,272.90	$621,274.14
WFCA: THE DAILY DISPATCH	215419	12/17/2012	2785	STATE-WIDE EMPLOYMENT AD FOR FIRE SAFETY SPECIALIST	$225.00	
			Remit to:	SALEM, OR	$225.00	$225.00
WILLDAN ENGINEERING	215390	12/17/2012	00314254	CONSULTING SERVICES - PAVEMENT MGMT PGM.	$4,473.75	
			00314441	CONSULTING SERVICES - PAVEMENT MGMT. PJT.	$15,091.25	

City of Moreno Valley

Payment Register

For Period 12/1/2012 through 12/31/2012

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	SAN BERNARDINO, CA	$19,565.00	$61,263.2
WILLIAM R. HAMLIN	8087	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	
			Remit to:	BEAUMONT, CA	$318.73	$1,593.6
WURM'S JANITORIAL SERVICES, INC.	8032	12/03/2012	21059	JANITORIAL SVCS-SUNNYMEAD MIDDLE SCHOOL-ASES	$152.10	
			Remit to:	CORONA, CA	$152.10	$139,972.23
WURM'S JANITORIAL SERVICES, INC.	8162	12/17/2012	21768	JANITORIAL SVCS-EOC	$688.36	
			21759	JANITORIAL SVCS-SENIOR CENTER	$1,916.18	
			21764	JANITORIAL SVCS-LIBRARY	$1,771.79	
			21763	JANITORIAL SVCS-MARCH FIELD PARK COMM. CTR	$955.70	
			21762	JANITORIAL SVCS-PUBLIC SAFETY BLDG	$5,564.25	
			21786	SPECIAL CLEANINGS FOR EVENT RENTALS AT CRC	$1,800.00	
			21765	JANITORIAL SVCS-FACILITIES ANNEX	$124.29	
			21755	JANITORIAL SVCS-TS ANNEX	$453.43	
			21769	JANITORIAL SVCS-CONFERENCE CTR	$3,447.93	
			21770	JANITORIAL SVCS-CITY YARD AND TRANSP. TRAILER	$445.30	
			21771	JANITORIAL SVCS-CITY HALL	$4,588.23	
			21757	JANITORIAL SVCS-SUNNYMEAD ELEMENTARY "A CHILD'S PLACE"	$184.10	
			21758	JANITORIAL SVCS-SUNNYMEAD MIDDLE SCHOOL-ASES	$152.10	

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
WURM'S JANITORIAL SERVICES, INC.	8162	12/17/2012	21760	JANITORIAL SVCS-RAINBOW RIDGE "A CHILD'S PLACE"	$310.19	
			21766	JANITORIAL SVCS-ESA ANNEX	$735.73	
			21756	JANITORIAL SVCS-TOWNGATE COMM. CTR	$691.38	
			Remit to:	CORONA, CA	$23,828.96	$139,972.23
WURM'S JANITORIAL SERVICES, INC.	8210	12/20/2012	21660	JANITORIAL SVCS-SENIOR CENTER	$1,916.18	
			21785	SPECIAL CLEANINGS FOR EVENT RENTALS AT TOWNGATE COMM. CTR	$240.00	
			21761	JANITORIAL SVCS-GANG TASK FORCE OFFICE	$112.82	
			21787	SPECIAL CLEANINGS FOR EVENT RENTALS AT SENIOR CTR.	$130.00	
			Remit to:	CORONA, CA	$2,399.00	$139,972.23
XEROX CORPORATION	215289	12/10/2012	065283528	COPIER LEASE FOR GRAPHICS DEPT.	$424.11	
			065283529	COPIER LEASE FOR GRAPHICS DEPT.	$393.44	
			065283523	COPIER RENTAL/MAINT.-PD	$84.16	
			065283524	COPIER RENTAL/MAINT.-PD	$92.79	
			065283525	COPIER RENTAL/MAINT.-PD	$77.31	
			Remit to:	PASADENA, CA	$1,071.81	$23,779.49
XEROX CORPORATION	215393	12/17/2012	065283526	COPIER LEASE/BILLABLE PRINTS FOR PARKS DEPT.	$2,038.52	
			065283527	COPIER LEASE FOR PARKS DEPT.	$490.76	
			Remit to:	PASADENA, CA	$2,529.28	$23,779.49
ZACHARY F. FOSTER	8082	12/10/2012	121201	RETIREE MED BENEFIT DEC '12	$318.73	

City of Moreno Valley

Payment Register

For Period 12/1/2012 through 12/31/2012

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	GRASS VALLEY, CA	$318.73	$956.1
ZUMAR INDUSTRIES, INC.	8163	12/17/2012	0142070	SIGNS FOR CFD #1 PARKS	$79.02	
			0141918	SIGNS FOR CFD #1 PARKS	$198.44	
			Remit to:	SANTA FE SPRINGS, CA	$277.46	$277.4

TOTAL CHECKS UNDER $25,000	**$1,139,253.09**
GRAND TOTAL	**$13,301,776.54**

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, City Treasurer

AGENDA DATE: February 26, 2013

TITLE: RECEIPT OF QUARTERLY INVESTMENT REPORT – QUARTER ENDED DECEMBER 31, 2012

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Quarterly Investment Report, in compliance with the City's Investment Policy.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable

BACKGROUND

California Government Code Sections 53601 and 53646 establish the types of investments allowed, the governing restrictions on these investments, the third-party custodian arrangement for certain investments, and the reporting practices related to the portfolio for local agencies. The City's Investment Policy, adopted on April 24, 2012 is in full compliance with the requirements of both of the above-mentioned Code Sections.

DISCUSSION

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended December 31, 2012. This is the second quarterly report submitted for the 2012-13 fiscal year and is in compliance with California Government

Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City's Investment Policy and Government Code Section 53601 as to the types of investments allowed. As stated in the attached report, there is more than adequate liquidity within the portfolio for the City to meet its budgeted expenditures over the next six months.

The City has used Chandler Asset Management as its professional portfolio manager since 2010. Chandler uses an active investment management approach. Utilizing an active approach, securities purchased by Chandler on the City's behalf are not necessarily held to maturity but may be actively traded based on market conditions and the City's investment goals. The City's cash flow requirements are evaluated on an ongoing basis, with short-term needs accommodated through the City's pooled investment funds with the State Local Agency Investment Fund (LAIF). LAIF is a pool of public funds managed by the State Treasurer of California, providing 24-hour liquidity while yielding a rate of return approximately equivalent to a one-year treasury bill. With the combined use of a conservative approach to evaluating cash flow needs and LAIF liquidity, the City will not have to liquidate securities at current market rates that are intended to be held for longer-term investment. This is especially important considering that the average maturity of the general portfolio is 2.34 years.

The investments managed by Chandler Asset Management totaled $149,234,776 at par and achieved a Yield to Maturity (YTM) for December 2012 of 1.31%. This compares to a YTM in September 2012 of 1.32% and a YTM in December 2011 of 1.57%. In addition, the City maintained $6,808,940 in the State Local Agency Investment Fund Pool (LAIF) with a YTM of .34%.

In accordance with California Government Code Section 53646, the City is properly reporting investments of all bond proceeds and Deferred Compensation Plan funds. These funds are not managed by the City Treasurer as part of the pooled investment program and were not included in the City's investment reports prior to the current legislation. Bond proceeds are held and invested by a Trustee; Deferred Compensation Plan funds are held and invested by the respective plan administrators with the funds also placed in a trust separate from City funds.

FISCAL IMPACT

Current market rates continue to hover at or near all-time lows and based on comments by the Federal Reserve Board we do not expect this to change in the near future. This interest rate environment directly impacts the ability of the portfolio to generate income. The budget for fiscal year 2012-13 projected General Fund investment earnings totaling $2.3 million. Year to date through December 2012 these revenues have totaled $1,077,000.

CITY COUNCIL GOALS

Revenue Diversification and Preservation. Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

SUMMARY

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended December 31, 2012. This report is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City's Investment Policy and Government Code Section 53601 as to the types of investments allowed. It is recommended that the City Council receive and file the attached Quarterly Investment Report.

ATTACHMENTS

Attachment 1 - Treasurer's Cash and Investments Report – December 2012
Attachment 2 – Chandler Asset Management Bond Market Review – January 2013

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
City Treasurer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00193147

CITY OF MORENO VALLEY

Treasurer's Cash and Investments Report

December 2012

General Portfolio	Cost Value	Market Value	Par Value	Average Maturity	Average Yield to Maturity	Average Duration
Bank Accounts	2,143,415	2,143,415	2,143,415			
State of California LAIF Pool	6,808,940	6,808,940	6,808,940	**0.66**	**0.34%**	
Investments	153,069,818	153,983,402	149,234,776	**2.45**	**1.31%**	**2.34**
Total General Portfolio	**162,022,173**	**162,935,757**	**158,187,131**	**Years**		**Years**

Bond Proceeds with Fiscal Agents	Market Value
Construction Funds	3,371,933
Principal & Interest Accounts	536,133
Debt Service Reserve Funds	5,246,321
Custody Accounts	0
Arbitrage Rebate Accounts	0
Other Accounts	6,894
Total Bond Proceeds	**9,161,281**

Deferred Compensation Funds	Market Value as of Sept 30,2012
Nationwide	10,040,212
ICMA	4,301,170
Total Deferred Compensation Funds	**14,341,382**
Total Investment Portfolio	**186,438,420**

1. I hereby certify that the investments are in compliance with the investment policy adopted by the City Council. There are no items of non-compliance for this period.
2. The market values for the specific investments in the General Portfolio are provided by the City's investment advisor, Chandler Asset Management.
3. The market value for LAIF is provided by the State Treasurer.
4. The market values for investments held by fiscal agents and the deferred compensation plans are provided by each respective trustee or fiscal agent.
5. The City has the ability to meet its budgeted expenditures for the next six months pending any future action by City Council or any unforeseen catastrophic event.

Richard Teichert
City Treasurer

Attachment 1

MV00193148

Portfolio Summary

As of 12/31/2012

PORTFOLIO CHARACTERISTICS

Average Duration	2.34
Average Coupon	1.95 %
Average Purchase YTM	1.31 %
Average Market YTM	0.50 %
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.45 yrs
Average Life	2.40 yrs

ACCOUNT SUMMARY

	Beg. Values as of 11/30/12	End Values as of 12/31/12
Market Value	166,771,022	162,935,757
Accrued Interest	838,990	807,934
Total Market Value	**167,610,013**	**163,743,691**
Income Earned	184,267	180,879
Cont/WD		
Par	161,523,720	158,187,131
Book Value	163,544,836	160,020,346
Cost Value	165,809,636	162,022,173

TOP ISSUERS

Issuer	% Portfolio
Government of United States	14.6 %
Federal Farm Credit Bank	11.6 %
Federal National Mortgage Assoc	11.4 %
Federal Home Loan Mortgage Corp	9.9 %
Federal Home Loan Bank	8.1 %
Local Agency Investment Fund	4.2 %
Highmark US Govt Money Market F	3.6 %
Tennessee Valley Authority	3.2 %
	66.5 %

SECTOR ALLOCATION

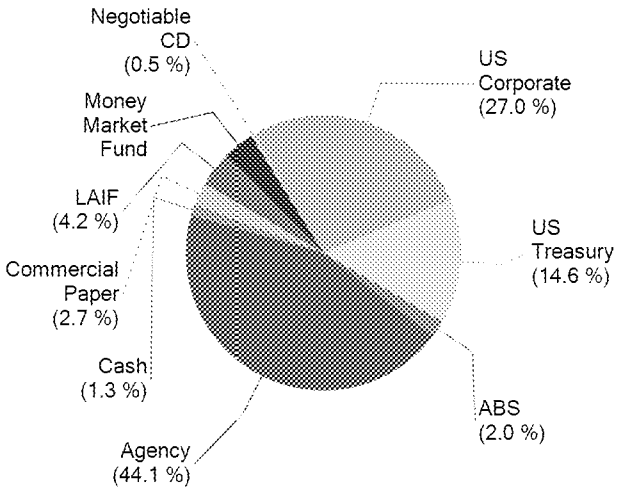

MATURITY DISTRIBUTION

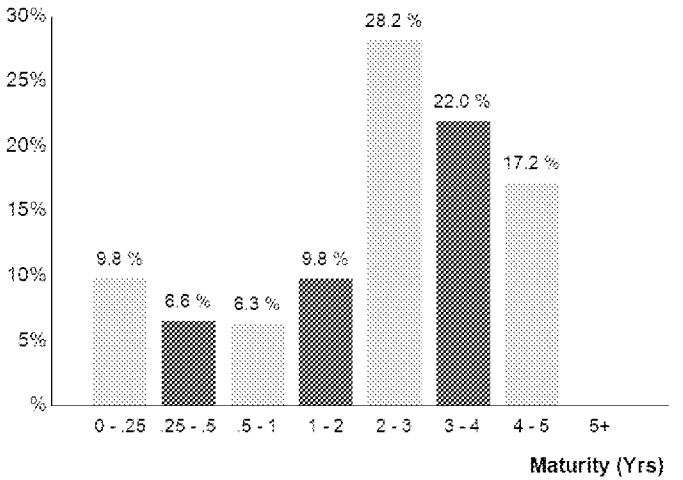

CREDIT QUALITY (S&P)

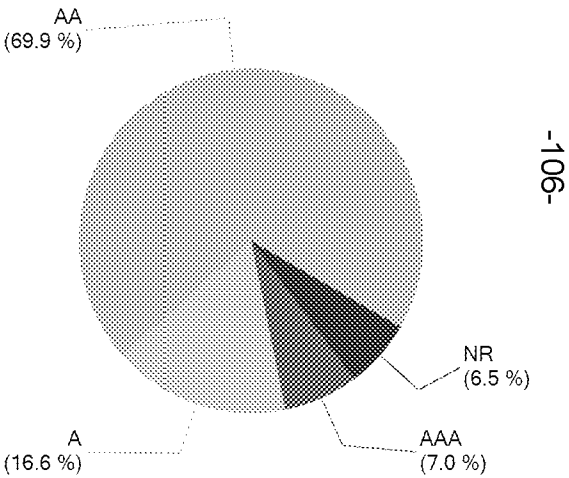

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Holdings Report

As of 12/31/12

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
ABS									
47787RAC4	John Deere Owner Trust 2012-B A3 0.53% Due 7/15/2016	1,625,000.00	08/28/2012 0.53 %	1,624,949.79 1,624,953.99	100.07 0.49 %	1,626,186.25 382.78	0.99 % 1,232.26	Aaa NR	3.54 1.86
89231NAC7	Toyota Auto Receivable 2012-B A3 0.46% Due 7/15/2016	1,620,000.00	09/18/2012 0.46 %	1,619,845.94 1,619,859.73	99.95 0.49 %	1,619,254.80 331.20	0.99 % (604.93)	Aaa AAA	3.54 1
Total ABS		**3,245,000.00**	**0.50 %**	**3,244,795.73 3,244,813.72**	**0.49 %**	**3,245,441.05 713.98**	**1.98 % 627.33**	**Aaa AAA**	**3 1**
AGENCY									
880591CW0	Tennessee Valley Authority Note 6% Due 3/15/2013	1,225,000.00	03/17/2010 1.65 %	1,379,797.13 1,235,338.69	101.17 0.30 %	1,239,326.38 21,641.67	0.77 % 3,987.69	Aaa AA+	0 0
31331GVD8	FFCB Note 2.2% Due 4/8/2013	1,000,000.00	05/08/2009 2.20 %	1,000,000.00 1,000,000.00	100.55 0.14 %	1,005,543.00 5,072.22	0.62 % 5,543.00	Aaa AA+	0 0
880591DW9	Tennessee Valley Authority Note 4.75% Due 8/1/2013	3,750,000.00	03/15/2010 1.90 %	4,097,325.00 3,809,670.10	102.64 0.22 %	3,848,958.75 74,218.75	2.40 % 39,288.65	Aaa AA+	0.58 0.57
31331KET3	FFCB Note 0.98% Due 9/23/2013	1,970,000.00	03/28/2011 1.10 %	1,964,227.90 1,968,315.41	100.58 0.18 %	1,981,412.21 5,255.52	1.21 % 13,096.80	Aaa AA+	0.73 0.72
31331GTJ8	FFCB Note 2.625% Due 4/17/2014	1,000,000.00	10/05/2010 1.02 %	1,055,660.00 1,020,338.14	102.26 0.86 %	1,022,605.00 5,395.83	0.63 % 2,266.86	Aaa AA+	1.29 1.27
31331JQA4	FFCB Note 1.9% Due 6/2/2014	2,850,000.00	06/08/2010 1.96 %	2,843,074.50 2,847,529.00	102.35 0.24 %	2,916,926.55 4,362.08	1.78 % 69,397.55	Aaa AA+	1.42 1.
31331GL80	FFCB Note 3% Due 9/22/2014	1,575,000.00	03/17/2010 2.47 %	1,610,689.50 1,588,613.52	104.75 0.24 %	1,649,872.35 12,993.75	1.02 % 61,258.83	Aaa AA+	1. 1.
3136FPLV7	FNMA Callable Note 1X 3/24/2011 1.57% Due 9/24/2014	2,025,000.00	09/26/2011 0.65 %	2,080,181.25 2,056,885.87	102.23 0.28 %	2,070,236.48 8,566.31	1.27 % 13,350.61	Aaa AA+	1.73 1.71
3133EADW5	FFCB Note 0.55% Due 8/17/2015	3,450,000.00	04/27/2012 0.60 %	3,444,862.95 3,445,912.55	100.14 0.50 %	3,454,933.50 7,062.92	2.11 % 9,020.95	Aaa AA+	2.63 2.60
313370JB5	FHLB Note 1.75% Due 9/11/2015	1,200,000.00	08/04/2011 1.15 %	1,228,608.00 1,218,772.81	103.67 0.38 %	1,244,001.60 6,416.67	0.76 % 25,228.79	Aaa AA+	2.70 2.63
3133ECBJ2	FFCB Note 0.43% Due 11/16/2015	3,100,000.00	12/24/2012 0.45 %	3,098,233.00 3,098,241.38	100.01 0.42 %	3,100,446.40 148.11	1.89 % 2,205.02	Aaa AA+	2.88 2.85
3135G0SB0	FNMA Note 0.375% Due 12/21/2015	3,100,000.00	11/26/2012 0.45 %	3,092,777.00 3,092,990.39	99.88 0.42 %	3,096,156.00 322.92	1.89 % 3,165.61	Aaa AA+	2.97 2.95
31331J6C2	FFCB Note 2.35% Due 12/22/2015	2,000,000.00	03/28/2011 2.27 %	2,007,240.00 2,004,543.32	106.53 0.15 %	2,130,634.00 1,175.00	1.30 % 126,090.68	Aaa AA+	2.98 2.89
3136FPDC8	FNMA Callable Note 1X 3/8/2011 2% Due 3/8/2016	1,765,000.00	08/24/2011 1.22 %	1,825,645.40 1,807,528.64	104.89 0.45 %	1,851,336.74 11,080.28	1.14 % 43,808.10	Aaa AA+	3.19 3.08
313372YS7	FHLB Note 2.45% Due 3/30/2016	2,150,000.00	07/07/2011 1.87 %	2,206,631.00 2,188,825.19	106.26 0.51 %	2,284,482.50 13,315.07	1.40 % 95,657.31	Aaa AA+	3.25 3.12
3137EACT4	FHLMC Note 2.5% Due 5/27/2016	1,200,000.00	06/14/2011 1.86 %	1,235,992.80 1,224,752.52	106.70 0.51 %	1,280,344.80 2,833.33	0.78 % 55,592.28	Aaa AA+	3.41 3.28

Holdings Report

As of 12/31/12

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
AGENCY									
313373SZ6	FHLB Note 2.125% Due 6/10/2016	3,350,000.00	Various 1.42 %	3,456,779.50 3,427,798.06	105.51 0.51 %	3,534,531.40 4,152.61	2.16 % 106,733.34	Aaa AA+	3.44 3.33
31359MS61	FNMA Note 5.375% Due 7/15/2016	2,700,000.00	10/13/2011 1.29 %	3,206,106.90 3,077,242.50	116.95 0.53 %	3,157,614.90 66,918.75	1.97 % 80,372.40	Aaa AA+	3.54 3.22
3137EACW7	FHLMC Note 2% Due 8/25/2016	3,475,000.00	09/14/2011 1.19 %	3,610,316.50 3,574,801.54	105.24 0.55 %	3,657,215.10 24,325.00	2.25 % 82,413.56	Aaa AA+	3.65 3.51
3135G0CM3	FNMA Note 1.25% Due 9/28/2016	1,300,000.00	Various 1.22 %	1,301,462.70 1,301,243.28	102.59 0.55 %	1,333,728.50 4,197.92	0.82 % 32,485.22	Aaa AA+	3.75 3.65
3135G0ES8	FNMA Note 1.375% Due 11/15/2016	3,400,000.00	01/24/2012 1.17 %	3,431,885.20 3,425,704.49	103.02 0.59 %	3,502,646.00 5,973.61	2.14 % 76,941.51	Aaa AA+	3.88 3.77
3135G0GY3	FNMA Note 1.25% Due 1/30/2017	3,425,000.00	02/09/2012 1.10 %	3,449,368.88 3,445,038.43	102.52 0.62 %	3,511,193.55 17,957.47	2.16 % 66,155.12	Aaa AA+	4.08 3.96
3133787M7	FHLB Note 1.05% Due 2/27/2017	1,720,000.00	02/27/2012 1.03 %	1,721,582.40 1,721,315.49	101.48 0.69 %	1,745,516.20 6,220.67	1.07 % 24,200.71	Aaa AA+	4.16 4.05
3137EADC0	FHLMC Note 1% Due 3/8/2017	3,490,000.00	03/14/2012 1.29 %	3,441,314.50 3,449,129.87	101.27 0.69 %	3,534,480.05 10,954.72	2.17 % 85,350.18	Aaa AA+	4.19 4.08
313378WF4	FHLB Note 1.125% Due 3/10/2017	3,435,000.00	04/24/2012 1.05 %	3,447,228.60 3,445,504.23	101.78 0.69 %	3,496,280.40 11,915.16	2.14 % 50,776.17	Aaa AA+	4.19 4.08
3137EADF3	FHLMC Note 1.25% Due 5/12/2017	3,300,000.00	05/29/2012 1.06 %	3,330,600.90 3,326,945.04	102.32 0.71 %	3,376,454.40 5,614.58	2.07 % 49,509.36	Aaa AA+	4.36 4.24
313379VE6	FHLB Note 1.01% Due 6/19/2017	915,000.00	07/26/2012 0.82 %	923,363.10 922,624.08	101.19 0.74 %	925,862.88 308.05	0.57 % 3,238.80	Aaa AA+	4. 4.
3137EADH9	FHLMC Note 1% Due 6/29/2017	3,150,000.00	Various 0.85 %	3,171,475.20 3,170,063.48	101.24 0.72 %	3,189,135.60 175.00	1.95 % 19,072.12	Aaa AA+	4.50 4.39
3133EAY28	FFCB Note 0.83% Due 9/21/2017	1,645,000.00	09/18/2012 0.83 %	1,645,000.00 1,645,000.00	100.17 0.79 %	1,647,775.12 3,792.64	1.01 % 2,775.12	Aaa AA+	4.73 4.61
3137EADL0	FHLMC Note 1% Due 9/29/2017	1,050,000.00	10/25/2012 0.92 %	1,053,983.70 1,053,843.88	101.05 0.77 %	1,061,032.35 2,683.33	0.65 % 7,188.47	Aaa AA+	4.75 4.62
Total Agency		**69,715,000.00**	**1.23 %**	**71,361,413.51 70,594,511.90**	**0.50 %**	**71,850,682.71 345,049.94**	**44.09 % 1,256,170.81**	**Aaa AA+**	**3.10 3.01**
CASH									
90CASH$00	Cash Custodial Cash Account	2,143,414.78	Various 0.00 %	2,143,414.78 2,143,414.78	1.00 0.00 %	2,143,414.78 0.00	1.31 % 0.00	NR NR	0.00 0.00
Total Cash		**2,143,414.78**	**N/A**	**2,143,414.78 2,143,414.78**	**0.00 %**	**2,143,414.78 0.00**	**1.31 % 0.00**	**NR NR**	**0.00 0.00**
COMMERCIAL PAPER									
40427RR52	HSBC USA Inc Discount CP 0.26% Due 4/5/2013	1,250,000.00	12/19/2012 0.26 %	1,249,043.05 1,249,151.38	99.93 0.26 %	1,249,151.38 0.00	0.76 % 0.00	P-1 A-1	0.26 0.26

MV00193151

Holdings Report

As of 12/31/12

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
COMMERCIAL PAPER									
89233GS15	Toyota Motor Credit Discount CP 0.265% Due 5/1/2013	3,200,000.00	Various 0.27 %	3,195,971.54 3,197,173.32	99.91 0.27 %	3,197,173.32 0.00	1.95 % 0.00	P-1 A-1+	0.33 0.33
Total Commercial Paper		**4,450,000.00**	**0.27 %**	**4,445,014.59 4,446,324.70**	**0.27 %**	**4,446,324.70 0.00**	**2.72 % 0.00**	**P1 A-1**	**0.31 0**
LAIF									
90LAIF$00	Local Agency Investment Fund State Pool	6,808,940.38	Various 0.32 %	6,808,940.38 6,808,940.38	1.00 0.32 %	6,808,940.38 9,630.31	4.16 % 0.00	NR NR	0 0
Total LAIF		**6,808,940.38**	**0.32 %**	**6,808,940.38 6,808,940.38**	**0.32 %**	**6,808,940.38 9,630.31**	**4.16 % 0.00**	**NR NR**	**0 0**
MONEY MARKET FUND FI									
431114701	Highmark Govt Money Market Fund	5,884,776.22	Various 0.00 %	5,884,776.22 5,884,776.22	1.00 0.00 %	5,884,776.22 0.00	3.59 % 0.00	Aaa AAA	0.00 0.00
Total Money Market Fund FI		**5,884,776.22**	**0.00 %**	**5,884,776.22 5,884,776.22**	**0.00 %**	**5,884,776.22 0.00**	**3.59 % 0.00**	**Aaa AAA**	**0.00 0.00**
NEGOTIABLE CD									
89112XA62	Toronto Dominion Bank Negotiable CD 0.5% Due 6/21/2013	800,000.00	11/30/2012 0.25 %	801,123.64 800,946.51	100.12 0.25 %	800,946.51 355.56	0.49 % 0.00	P-1 A-1+	0.47 0.
Total Negotiable CD		**800,000.00**	**0.25 %**	**801,123.64 800,946.51**	**0.25 %**	**800,946.51 355.56**	**0.49 % 0.00**	**Aaa AAA**	**0. 0.**
US CORPORATE									
931142CL5	Wal-Mart Stores Note 4.25% Due 4/15/2013	3,260,000.00	Various 1.54 %	3,491,366.25 3,284,557.24	101.12 0.38 %	3,296,417.46 29,249.45	2.03 % 11,860.22	Aa2 AA	0.29 0.29
459200GR6	IBM Corp Note 2.1% Due 5/6/2013	1,225,000.00	01/27/2011 1.00 %	1,255,269.75 1,229,564.20	100.62 0.30 %	1,232,644.00 3,930.21	0.76 % 3,079.80	Aa3 AA-	0.35 0.35
91159HGY0	US Bancorp Callable Note Cont 8/13/13 1.375% Due 9/13/2013	2,665,000.00	Various 1.32 %	2,668,966.65 2,665,819.20	100.58 0.42 %	2,680,574.26 10,993.13	1.64 % 14,755.06	A1 A+	0.70 0.62
254687AW6	Walt Disney Corp Note 4.5% Due 12/15/2013	1,720,000.00	Various 1.23 %	1,873,880.60 1,772,461.88	103.88 0.42 %	1,786,780.72 3,440.00	1.09 % 14,318.84	A2 A	0.96 0.94
24422ERA9	John Deere Capital Corp Note 1.6% Due 3/3/2014	440,000.00	02/28/2011 1.63 %	439,564.40 439,830.69	101.31 0.48 %	445,771.92 2,307.56	0.27 % 5,941.23	A2 A	1.17 1.16
665859AK0	Northern Trust Company Note 4.625% Due 5/1/2014	1,850,000.00	10/20/2010 1.33 %	2,058,421.00 1,928,726.00	105.38 0.57 %	1,949,557.75 14,260.42	1.20 % 20,831.75	A1 A+	1.33 1.30
36962G4C5	General Electric Capital Corp Note 5.9% Due 5/13/2014	3,075,000.00	Various 2.88 %	3,411,681.00 3,193,725.54	107.17 0.62 %	3,295,523.63 24,190.00	2.03 % 101,798.09	A1 AA+	1.36 1.32
74005PAQ7	Praxair Note 5.25% Due 11/15/2014	850,000.00	09/24/2010 1.60 %	973,471.00 905,922.21	108.69 0.57 %	923,901.55 5,702.08	0.57 % 17,979.34	A2 A	1.87 1.80

Holdings Report

As of 12/31/12

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
US CORPORATE									
09247XAD3	Blackrock Inc Note 3.5% Due 12/10/2014	1,630,000.00	Various 2.84 %	1,674,920.75 1,649,357.18	105.61 0.59 %	1,721,467.46 3,327.92	1.05 % 72,110.28	A1 A+	1.94 1.89
713448BM9	Pepsico Inc. Note 3.1% Due 1/15/2015	2,530,000.00	Various 2.04 %	2,641,540.25 2,581,846.02	104.96 0.65 %	2,655,376.68 36,164.95	1.64 % 73,530.66	Aa3 A-	2.04 1.96
46625HHP8	JP Morgan Chase Note 3.7% Due 1/20/2015	2,550,000.00	Various 3.34 %	2,584,656.00 2,567,609.13	105.29 1.09 %	2,684,849.10 42,195.42	1.67 % 117,239.97	A2 A	2.05 1.96
459200HB0	IBM Corp Note 0.55% Due 2/6/2015	695,000.00	02/01/2012 0.72 %	691,601.45 692,624.74	100.02 0.54 %	695,129.27 1,539.62	0.43 % 2,504.53	Aa3 AA-	2.10 2.08
94980VAA6	Wells Fargo Bank Note 4.75% Due 2/9/2015	2,475,000.00	Various 3.65 %	2,584,316.50 2,527,421.29	107.40 1.18 %	2,658,192.08 46,371.87	1.65 % 130,770.79	A1 A+	2.11 1.99
084670AV0	Berkshire Hathaway Note 3.2% Due 2/11/2015	2,485,000.00	06/09/2010 2.65 %	2,545,012.75 2,512,169.60	105.28 0.68 %	2,616,165.76 30,924.44	1.62 % 103,996.16	Aa2 AA+	2.12 2.03
191216AX8	Coca Cola Company Note 0.75% Due 3/13/2015	2,090,000.00	Various 0.80 %	2,086,645.55 2,087,541.02	100.76 0.40 %	2,105,919.54 4,702.50	1.29 % 18,378.52	Aa3 AA-	2.20 2.18
06406JHB4	Bank of New York Mellon Note 4.95% Due 3/15/2015	2,360,000.00	Various 2.11 %	2,645,950.90 2,499,712.91	109.03 0.81 %	2,573,077.33 34,397.01	1.59 % 73,364.42	A1 A	2.20 2.09
717081DA8	Pfizer Inc. Note 5.35% Due 3/15/2015	1,550,000.00	02/18/2011 2.33 %	1,730,497.50 1,647,932.09	110.13 0.71 %	1,707,024.30 24,416.81	1.06 % 59,092.21	A1 AA	2.20 2.08
74005PAR5	Praxair Note 4.625% Due 3/30/2015	740,000.00	Various 2.58 %	807,780.55 771,766.20	108.88 0.64 %	805,677.96 8,651.32	0.50 % 33,911.76	A2 A	2.24 2.14
278642AB9	Ebay Inc Note 1.625% Due 10/15/2015	2,670,000.00	10/22/2010 1.66 %	2,665,327.50 2,667,378.97	102.68 0.65 %	2,741,606.73 9,159.58	1.68 % 74,227.76	A2 A	2. 2.
38259PAC6	Google Inc Note 2.125% Due 5/19/2016	1,315,000.00	11/15/2012 0.75 %	1,377,186.90 1,375,140.00	104.42 0.80 %	1,373,125.63 3,260.10	0.84 % (2,014.37)	Aa2 AA	3.38 3.26
24422ERL5	John Deere Capital Corp Note 2% Due 1/13/2017	1,215,000.00	09/11/2012 1.05 %	1,263,733.65 1,260,375.90	103.47 1.12 %	1,257,186.01 11,340.00	0.77 % (3,189.89)	A2 A	4.04 3.84
913017BU2	United Tech Corp Note 1.8% Due 6/1/2017	170,000.00	05/24/2012 1.82 %	169,853.80 169,870.93	102.94 1.12 %	174,990.86 255.00	0.11 % 5,119.93	A2 A	4.42 4.24
166764AA8	Chevron Corp. Callable Note Cont 11/5/17 1.104% Due 12/5/2017	550,000.00	11/28/2012 1.10 %	550,000.00 550,000.00	100.70 0.96 %	553,840.10 438.53	0.34 % 3,840.10	Aa1 AA	4.93 4.78
458140AL4	Intel Corp Note 1.35% Due 12/15/2017	1,940,000.00	12/12/2012 1.29 %	1,945,790.55 1,945,742.93	99.97 1.36 %	1,939,439.35 1,455.00	1.19 % (6,303.58)	A1 A+	4.96 4.77
Total US Corporate		**42,050,000.00**	**1.95 %**	**44,137,435.25 42,927,095.87**	**0.70 %**	**43,874,239.45 352,672.92**	**27.01 % 947,143.58**	**A1 A+**	**1.99 1.92**
US TREASURY									
912828NP1	US Treasury Note 1.75% Due 7/31/2015	4,050,000.00	04/06/2011 1.99 %	4,009,355.36 4,025,731.85	103.66 0.33 %	4,198,076.10 29,659.65	2.58 % 172,344.25	Aaa AA+	2.58 2.52
912828PE4	US Treasury Note 1.25% Due 10/31/2015	3,600,000.00	Various 1.35 %	3,584,379.25 3,589,962.13	102.54 0.35 %	3,691,407.60 7,707.19	2.26 % 101,445.47	Aaa AA+	2.83 2.78

MV00193153

Holdings Report

As of 12/31/12

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
US TREASURY									
912828PJ3	US Treasury Note 1.375% Due 11/30/2015	3,590,000.00	05/16/2011 1.63 %	3,549,905.00 3,564,262.69	102.94 0.36 %	3,695,456.25 4,339.56	2.26 % 131,193.56	Aaa AA+	2.92 2.86
912828PS3	US Treasury Note 2% Due 1/31/2016	3,505,000.00	05/16/2011 1.70 %	3,551,973.24 3,535,759.54	104.95 0.39 %	3,678,332.77 29,335.33	2.26 % 142,573.23	Aaa AA+	3.08 2
912828QA1	US Treasury Note 2.25% Due 3/31/2016	3,435,000.00	Various 1.33 %	3,578,212.10 3,533,518.11	105.96 0.40 %	3,639,756.92 19,746.53	2.23 % 106,238.81	Aaa AA+	3 3
912828RU6	US Treasury Note 0.875% Due 11/30/2016	3,200,000.00	12/22/2011 0.89 %	3,198,135.71 3,198,519.96	101.41 0.51 %	3,245,251.20 2,461.54	1.98 % 46,731.24	Aaa AA+	3 3
912828SC5	US Treasury Note 0.875% Due 1/31/2017	1,710,000.00	06/20/2012 0.70 %	1,723,298.31 1,721,767.23	101.33 0.55 %	1,732,710.51 6,261.48	1.06 % 10,943.28	Aaa AA+	4 4
Total US Treasury		**23,090,000.00**	**1.44 %**	**23,195,258.97 23,169,521.51**	**0.40 %**	**23,880,991.35 99,511.28**	**14.65 % 711,469.84**	**Aaa AA+**	**3 3**
TOTAL PORTFOLIO		**158,187,131.38**	**1.31 %**	**162,022,173.07 160,020,345.59**	**0.50 %**	**162,935,757.15 807,933.99**	**100.00 % 2,915,411.56**	**Aa1 AA**	**2.45 2.34**
TOTAL MARKET VALUE PLUS ACCRUED						**163,743,691.14**			

Item No. A.5

MV00193154

City of Moreno Valley

December 31, 2012

COMPLIANCE WITH INVESTMENT POLICY

Assets managed by Chandler Asset Management are in full compliance with State law and with the City's investment policy.

Category	Standard	Comment
Local Agency Bonds	No Limitation	Complies
Treasury Issues	No Limitation	Complies
Agency Issues	No Limitation	Complies
Banker's Acceptances	40% maximum; <180 days maturity	Complies
Commercial Paper	25% maximum; <270 days maturity; A-1/P-1/F-1 minimum ratings	Complies
Negotiable Certificates of Deposit	30% maximum; 5 years maximum maturity	Complies
Repurchase Agreements	No limitation; 1-year maximum maturity	Complies
Reverse Repurchase Agreements	20% maximum; <92 days maturity	Complies
Medium Term Notes	30% maximum; 5 years maximum maturity; A-rated or better	Complies
Money Market Mutual Funds	20% maximum; AAAf/Aaaf, minimum rating	Complies
Collateralized Certificates of Deposits	5 years maximum maturity	Complies
Time Deposits	5 years maximum maturity	Complies
Mortgage Pass-throughs, CMOs and Asset Backed Securities	20% maximum; AA-rated issue; A-rated issuer	Complies
Local Agency Investment Fund - L.A.I.F.	Maximum program limitation	Complies
Prohibited Securities	Inverse floaters; Ranges notes, Interest-only strips from mortgaged backed securities; Zero interest accrual securities	Complies
Maximum maturity	5 years	Complies

MV00193155

Holdings Report Glossary

CUSIP (Committee on Uniform Securities Identification Procedures) – A unique identification number assigned to all securities.

Security Description - The issuer name, coupon (periodic interest payment rate) and maturity.

Par Value/Units - The face value or number of units held in the portfolio.

Purchase Date - The settlement date on which the security was purchased.

Book Yield - The YTM that equates the current amortized value of the security to its periodic future cash flows.

Cost Value - The value at which the securities were purchased, excluding purchased interest.

Book Value - The value at which an asset is carried on a balance sheet. To calculate, take the cost of an asset +/- net accretion/amortization.

Mkt Price - The current fair value market price.

Mkt YTM – The internal rate of return that equates the periodic future cash flows (interest payments and redemption value) to the market price, assuming that all cash flows are invested at the YTM rate.

Market Value - The current fair value of an investment as determined by transactions between willing buyers and sellers.

Accrued Int. - The interest that has accumulated on a bond since the last interest payment up to, but not including, the settlement date.

% of Port. - The % of the portfolio that the security represents based on market value, including accrued interest.

Gain/Loss – The unrealized gain or loss on the security, compared to either cost or amortized value, as of the date of the report.

Moody - The Moody's rating for the security.

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Holdings Report Glossary (continued)

S&P - The Standard and Poor's rating for the security.

Term (yrs) - The time, in years, until maturity.

Duration - The weighted average time to maturity of a bond where the weights are the present values of future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates.

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CITY OF MORENO VALLEY

Treasurer's Cash and Investments Report

BOND PROCEEDS WITH FISCAL AGENTS

Account Name	Account Number	Investment	Issuer	Purchase Date	Maturity Date	Market Value	Stated Rate	Yield	Price	% of of Portfolio
Wells Fargo	Community Facilities District 87-1 (A-B)									
special tax funds	**22631800**	**money market fund**	**WF Govt Fund**	**12/31/12**	**01/01/13**	**182,001**	**0.01%**	**0.01%**	**1.00000**	**1.987%**
reserve fund	22631804	money market fund	WF Govt Fund	12/31/12	01/01/13	1,029,050	0.01%	0.01%	1.00000	11.233%
admin exp acct	**22631805**	**money market fund**	**WF Govt Fund**	**12/31/12**	**01/01/13**	**377**	**0.01%**	**0.01%**	**1.00000**	**0.004%**
debt service acct	**22631809**	**money market fund**	**WF Govt Fund**	**12/31/12**	**01/01/13**	**535,973**	**0.01%**	**0.01%**	**1.00000**	**5.850%**
special tax funds	**22631900**	**money market fund**	**WF Govt Fund**	**12/31/12**	**01/01/13**	**105,196**	**0.01%**	**0.01%**	**1.00000**	**1.148%**
reserve fund	**22631904**	**money market fund**	**WF Govt Fund**	**12/31/12**	**01/01/13**	**365,360**	**0.01%**	**0.01%**	**1.00000**	**3.988%**
admin exp acct	**22631905**	**money market fund**	**WF Govt Fund**	**12/31/12**	**01/01/13**	**8**	**0.01%**	**0.01%**	**1.00000**	**0.000%**
						2,217,965				
Wells Fargo	CFD 2-5									
Series B Revenue	**22333500**	**money mkt fund**	**WF Govt Fund**	**12/31/12**	**01/01/13**	**6,483**	**0.01%**	**0.01%**	**1.00000**	**0.071%**
Series B reserve	22333503	money mkt fund	WF Govt Fund	12/31/12	01/01/13	537,940	0.01%	0.01%	1.00000	5.872%
Series B admin fund	**22333504**	**money mkt fund**	**WF Govt Fund**	**12/31/12**	**01/01/13**	**127**	**0.01%**	**0.01%**	**1.00000**	**0.001%**
						544,550				
Wells Fargo	2007 Redevelopment Agency Tax Allocation Bonds Series A									
debt service fund	22631700	**money mkt fund**	**WF Govt Fund**	**12/31/12**	**01/01/13**	**2**	**0.01%**	**0.01%**	**1.00000**	**0.000%**
						2				
Wells Fargo	2005 Lease Revenue Bond									
bond fund	**18042800**	**money mkt fund**	**WF Govt Fund**	**12/31/12**	**01/01/13**	**30**	**0.01%**	**0.01%**	**1.00000**	**0.000%**
reserve fund	18042804	money mkt fund	WF Govt Fund	12/31/12	01/01/13	2,992,753	0.01%	0.01%	1.00000	32.667%
construction fund	**18042806**	**money mkt fund**	**WF Govt Fund**	**12/31/12**	**01/01/13**	**1,315,143**	**0.01%**	**0.01%**	**1.00000**	**14.355%**
						4,307,926				47.023%
Wells Fargo	2007 Taxable Lease Revenue Bonds - Electric Utility									
bond fund	**22277600**	**money mkt fund**	**WF Govt Fund**	**12/31/12**	**01/01/13**	**3**	**0.01%**	**0.01%**	**1.00000**	**0.000%**
construction fund	22277604	investment agrmnt		12/31/12	01/01/13	2,056,790	0.01%	0.01%	1.00000	**22.451%**
						2,056,793				
Wells Fargo	Automan Refinancing									
revenue fund	**20350300**	**revenue**	**WF Govt Fund**	**12/31/12**	**01/01/13**	**1**	**0.01%**	**0.01%**	**1.00000**	**0.000%**
reserve fund	20350303	reserve	WF Govt Fund	12/31/12	01/01/13	34,018	0.01%	0.01%	1.00000	**0.371%**
admin fund	**20350304**	**reserve**	**WF Govt Fund**	**12/31/12**	**01/01/13**	**26**	**0.01%**	**0.01%**	**1.00000**	**0.000%**
						34,045				0.372%
			Totals			**9,161,281**				**100.000%**

Type	Summary of Bond Proceeds with Fiscal Agents	
1	Construction Funds	3,371,933
2	**Principal & Interest Accounts**	**536,133**
3	Debt Service Reserve Funds	5,246,321
4	**Custody Accounts**	**0**
5	Arbitrage Rebate Accounts	0
6	**Other Accounts**	**6,894**
	Total Fiscal Agent Funds	**9,161,281**

MV00193158

DEFERRED COMPENSATION FUNDS

Nationwide

Fund	Market Value as of Sept 30 2012
Liquid Savings	**$1,234,006**
Nationwide Fixed (Part Time Employee)	494,757
Liquid Savings (Part Time Employees)	**269,863**
Certificates of Deposit 1 year	30,011
Certificates of Deposit 3 years	**15,635**
Certificates of Deposit 5 years	82,558
Bond Fund of America	**61,047**
Growth Fund of America	82,763
Investment Co. of America	**30,179**
Income Fund of America	106,571
Brown Cap Mgmt Inc SM Co	**41,040**
Fidelity Independence	1,742
Fidelity Equity Income	**35,648**
Fidelity Magellan	217,182
Fidelity Puritan	**82,829**
Fidelity Contrafund	199,478
Janus Fund	**58,418**
Janus Advisor Forty	44,445

Fund	Market Value as of Sept 30 2012
Drey SmCap I	**6**
American Century Balanced	34
Am Century Growth	**57,154**
Am Century Select	110,058
JP Morgan Mid Cap Value A	**659,960**
Vanguard Index 500	91,313
Vanguard Institutional Index	**458,461**
Vanguard Wellington	17,192
Vanguard Windsor II	**54,975**
Vanguard Total Bond Index	210,717
Washington Mutual Inv	**65,889**
Templeton Foreign I	
EuroPacific Growth	**259,744**
Stable Fund C	2,645,316
PBHG Growth Fund	
DWS High Income Fund A	85,157
DWS Eq Divd A	**55,257**
Oppenheimer Global Fund A	224,829

Fund	Market Value as of Sept 30 2012
N B Socially Responsive Fund	**25,346**
DFA US Micro Cap Port	66,330
Federated Kaufmann Fund	**87,475**
Invesco Mid Cap Core Equity	21,615
Nationwide Ret Inc Inst Svc	**219**
Nationwide InvDes Mod Cons Fund SC	27,698
Nationwide InvDes Mod Aggr Fund	**787,858**
Nationwide InvDes Aggr Fund	51,226
Nationwide InvDes Mod Fd	**461,507**
Nationwide Inv Des Cons	118,237
Nationwide Large Cap Growth	**46,515**
Nationwide Inter Val Inst Svc	18,097
Nationwide US Sm Cap Val Ins Svc	**1,081**
Nationwide Dest 2020 Inst Svc	113,837
Nationwide Dest 2025 Inst Svc	**88,179**
Nationwide Dest 2030 Inst Svc	37,124
Nationwide Dest 2045 Inst Svc	**3,634**
Total Nationwide Deferred	**$10,040,212**

ICMA

Fund	Market Value as of Sept 30 2012
Aggressive Oppor.	**$183,810**
International	193,850
All Equity Growth	**124,993**
Growth and Income	216,330
Broad Market	**64,872**
500 Stock Index	74,138
Equity Income	**287,995**
Asset Allocation	
Core Bond	**77,173**
Cash Management	26,090
Plus Fund	**1,068,610**
Savings Oriented	20,198
Conservative Growth	**160,149**
Traditional Growth	260,168
Long-Term Growth	**345,041**
Milestone 2010	14,103
Milestone 2015	**852**
Milestone 2020	50
Milestone 2025	**19,002**
Milestone 2030	12,634
Milestone 2035	**15,501**
Milestone 2040	4,761

Fund	Market Value as of Sept 30 2012
VT Royce Premeir	3,925
VT Ranier Small/Mid Cap Eq	**36,685**
VT Fidelity Contrafund	140,037
VT Vantagepoint Overseas Equity Index Fund	**74,541**
VT Fidelity Diversified International	79,626
VT Allianz NIJ Div Value	**48,053**
Vantage Growth Fund	231,198
VT Fidelity Puritan	**5,841**
VT Calvert Equity Portfolio	3
VT TR Price Growth Stock Adv	**19,368**
VT Nuveen Real Estate Secs	39,768
VT TR Price Small Cap Value	**124,871**
VT Vantagepoint MS Ret Inc	34,929
VT Vantagepoint Inflation Protected Securities	**85,222**
VT Vantagepoint Select Value	36
VT Vantagepoint Mid/Sm Index	**15,763**
VT PIMCO Total Return	115,385
VT PIMCO High Yield	**58,065**
VT Harbor International Admi	17,534
VT Harbour Mid Cap Growth Admin	
Total ICMA	**$4,301,170**

Summary by Plan

Deferred Compensation Plan	Market Value as of Sept 30 2012
Total Nationwide	$10,040,212
Total ICMA	4,301,170
Total Deferred Compensation Plans	**$14,341,382**

Summary by Investment Type

Investment Type	Market Value as of Sept 30 2012
Savings Deposits and CD's	$4,689,588
Mutual Funds	9,651,794
Total Deferred Compensation Plans	**$14,341,382**

MV00193159

CHANDLER ASSET MANAGEMENT

BOND MARKET REVIEW

A MONTHLY REVIEW OF FIXED INCOME MARKETS

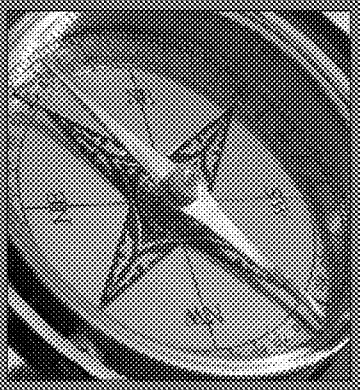

WHAT'S INSIDE

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Yield Curve
Current Yields

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Economic Indicators

Treasury Debt: How Much Is Available for Private Investors? ... 3

Since 1988, Chandler Asset Management has specialized in the management of fixed income portfolios. Chandler's mission is to provide fully customizable, client-centered portfolio management that preserves principal, manages risk and generates income in our clients' portfolios.

Market Summary

The economy continues to grow at a slower than desired pace. Improvement in the labor market has been modest, while trends in the manufacturing sector have been sluggish and reports on the consumer have been mixed. Payroll growth was in line with expectations in December, up 155,000, and the unemployment rate remains elevated at 7.8%. Housing data, on the other hand, has been favorable and recent reports suggest that the housing market continues to firm. Congress finally passed legislation to avert the fiscal cliff on January 1st; however, they failed to address the debt ceiling and in two months the U.S. will face the need to increase its borrowing limit. Congress is expected to resume negotiations regarding fiscal spending and sequestration as the debt ceiling nears.

Yields remain within a relatively tight range at low levels, as domestic economic growth remains slow and the outlook for the global economy remains tenuous. Rates continue to be influenced by the Federal Reserve's accommodative monetary policy, continued purchase of securities onto their balance sheet, and their desire to keep interest rates contained.

The Federal Open Market Committee left policy rates unchanged at its December meeting at a target range of 0%-0.25%, and announced a plan to implement additional quantitative easing. The Fed said it will purchase longer-term Treasuries at a pace of $45 billion per month for an unspecified period of time beginning this month. This program essentially replaces "Operation Twist" which expired at the end of December. The Fed also said that it will continue to purchase additional agency mortgage-backed securities at a pace of $40 billion per month, for an open-ended period of time. The Fed said that an exceptionally low fed funds rate will be appropriate as long as unemployment remains above 6.5% or until inflation looks set to exceed 2.5%. Overall, the Federal Reserve continues to pursue aggressive stimulus programs, and is forecasting slightly faster economic growth this year and a gradual decline in unemployment.

Short-term U.S. Treasury yields have declined slightly while intermediate-term yields have risen.

Source: Bloomberg

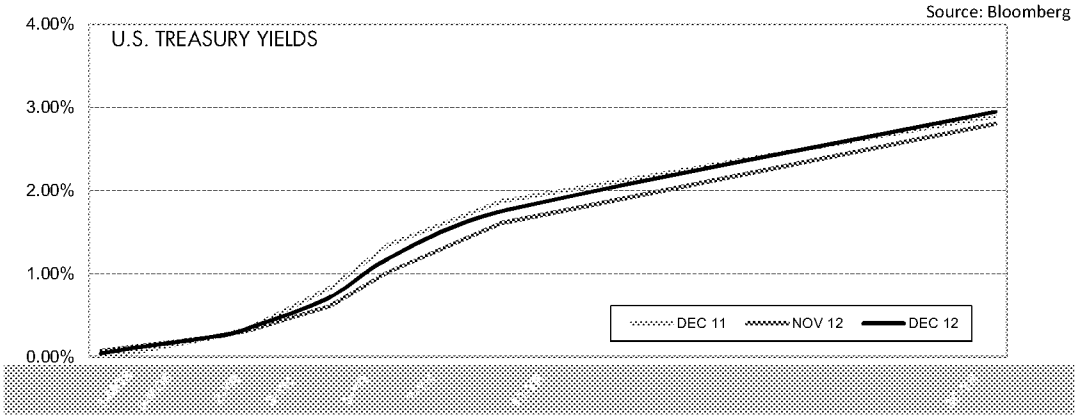

Yields have remained within a tight range at low levels, as uncertainties about the domestic and global economy persist. Rates also continue to be influenced by the Federal Reserve's accommodative monetary policy, continued purchase of securities onto their balance sheet, and their desire to keep interest rates contained.

Treasury Yields	12/31/2012	11/30/12	Change
3 Month	0.04	0.08	(0.04)
2 Year	0.25	0.25	0.00
3 Year	0.35	0.32	0.03
5 Year	0.72	0.62	0.10
7 Year	1.18	1.04	0.14
10 Year	1.76	1.62	0.14
30 Year	2.95	2.81	

Source: Bloomberg

Economic Roundup

Consumer Prices
In November, overall CPI inflation fell to 1.8% on a year-over-year basis from 2.2% in October. The year-over-year Core CPI (CPI less food and energy) also fell slightly to 1.9% from 2.0% in October. The core inflation rate is below the Fed's long-term goal of 2.0% and well below the trigger rate for policy action of 2.5%.

Retail Sales
In November, Retail Sales rose 3.7% on a year-over-year basis. On a month-over-month basis, Retail Sales rose 0.3% in November, lower than the consensus forecast of 0.6%. Overall, recent consumer spending trends have been modest.

Labor Markets
The December employment report showed that payrolls increased by 155,000 (in line with the consensus estimate), following a gain of 161,000 in November. Private payrolls advanced 168,000 while government jobs declined by 13,000. The unemployment rate held steady at 7.8% in December. Overall, improvement in the labor market continues to be modest and reflects an overall slow pace of growth in the domestic economy.

Housing Starts
Single-family housing starts declined 4.0% in November to 565,000 from 589,000 in October. However, housing permits rose 3.6% in November. Overall, housing starts fell back slightly in November after two months of strong gains. In our view, recent data suggests that the housing market continues to be firm.

Credit Spreads Were Mixed

CREDIT SPREADS	Spread to Treasuries (%)	One Month Ago (%)	Change
3-month top-rated commercial paper	0.17	0.11	0.06
2-year A corporate note	0.60	0.57	0.03
5-year A corporate note	0.86	0.89	(0.03)
5-year Agency note	0.24	0.22	0.02

Source: Bloomberg

Data as of 12/31/12

Economic Data Continued at a Slow Pace

ECONOMIC INDICATOR	Current Release	Prior Release	One Year Ago
Trade Balance	(42.2) $Bln OCT 12	(40.3) $Bln SEP 12	(45.7) $Bln OCT 11
GDP	3.1% SEP 12	1.3% JUN 12	1.3% SEP 11
Unemployment Rate	7.8% DEC 12	7.8% NOV 12	8.5% DEC 11
Prime Rate	3.25% DEC 12	3.25% NOV 12	3.25% DEC 11
CRB Index	295.01 DEC 12	298.98 NOV 12	305.30 DEC 11
Oil (West Texas Int.)	$91.82 DEC 12	$88.91 NOV 12	$98.83 DEC 11
Consumer Price Index (y/o/y)	1.8% NOV 12	2.2% OCT 12	3.4% NOV 11
Producer Price Index (y/o/y)	1.5% NOV 12	2.3% OCT 12	5.6% NOV 11
Dollar/EURO	1.32 DEC 12	1.30 NOV 12	1.30 DEC 11

Source: Bloomberg

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The information contained herein was obtained from sources we believe to be reliable, but we do not guarantee its accuracy. Opinions and forecasts regarding industries, companies, and/or the economy are all subject to change at any time, based on market and other conditions, and should not be construed as a recommendation.

Treasury Debt: How Much is Available for Private Investors?

As we have discussed in our previous commentary, the available supply of safe-haven assets has dwindled for investors. The tenuous global economic backdrop has contributed to the lack of safe, sovereign assets as the debt of peripheral European countries are no longer perceived as "risk free". China does not have a developed global bond market and Japan finances their deficit via the domestic economy, and thus neither represents realistic substitutes for global safe-haven flows. In the current investment environment, arguably the only two sovereign markets with the depth, safety, and transparency to be considered risk free are German Bunds and US Treasuries. Investors covet safe-haven assets, particularly in times of heightened uncertainty, yet there are fewer such assets available on a global basis.

Recently, domestic market sentiment has been strongly impacted by political developments. As part of the fiscal cliff negotiations that concluded at year-end, existing tax rates were extended for the majority of the population. However, significant milestones remain in the coming quarter, including the extension of the debt ceiling above $16.4 trillion, the government's actions on the impact of sequestration, and the continuing spending resolution for 2013 (which runs out at the end of March). We analyze the changing Treasury debt investment landscape from the perspective of fiscal policy and developments, economic issues, and the Federal Reserve's objectives.

The level of conventional monetary stimulus being injected into the US economy remains high, and this is unlikely to diminish in 2013. The Fed Funds rate will continue to be pegged at 0.25%. Unconventional monetary policy, primarily the expansion of the Fed's balance sheet to promote employment (Quantitative Easing), will also remain highly stimulative, but for a less certain timeframe. On the other hand, fiscal policy will likely have a negative effect on the economy, with numerous tax provisions expiring and spending cuts expected to be part of the ongoing negotiations. We anticipate the level of fiscal support for the economy to decline this year.

The Federal Reserve is currently on its fourth iteration of Quantitative Easing (QE4), and the latest consensus estimate for the size of the Fed's balance sheet at the end of 2013 is nearly $4 trillion (see **Chart 1**). For perspective, at the end of 2012, the Fed's balance sheet was valued below $3 trillion, and prior to the financial crisis it was at less than $800 billion. This expansion of the Fed's balance sheet will likely create an inflation problem in the future. Nonetheless, based on the high unemployment rate and the perceived excess capacity within the US economy, the Fed continues to look past the negative implications of a large balance sheet and the monetary stimulus embedded within.

Chart 1

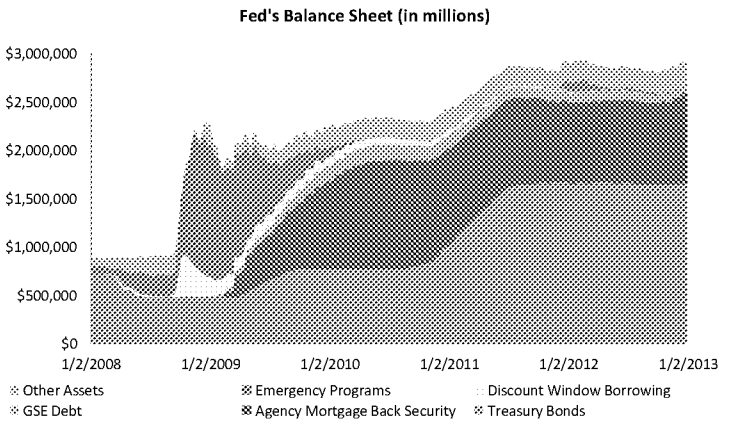

The other potential safe-haven sector in the US, government-sponsored enterprises (GSEs), such as Fannie Mae and Freddie Mac, remain under conservatorship by the US Treasury and are required to shrink their retained portfolios by 15% per year beginning in 2013 (as compared to the previous requirement of 10% per annum). As the supply of GSEs continues to contract, the historically attractive yield enhancement from owning Agencies versus Treasuries will continue to trend downward.

Despite an estimated net Q1-2013 issuance of just over $500 billion in US Treasuries, the net amount of new Treasury coupon supply (excluding TIPS and T-Bills) available for the market to absorb is far less. Approximately $300 billion in US Treasuries will mature and the Fed's QE program anticipates purchases of more than $130 billion, leaving slightly more than $60 billion net new supply for the market (as shown in **Chart 2)**. Thus, even though the US government continues to accumulate large deficits and continues to fund those deficits through issuance of Treasuries, the impact on the net supply to the market has been negligible. With meager net supply far exceeded by normal market demand, the yield on US Treasuries will likely stay close to its current low levels.

Chart 2

Treasury Coupon Dynamics - 1st Q 2013 (in millions)

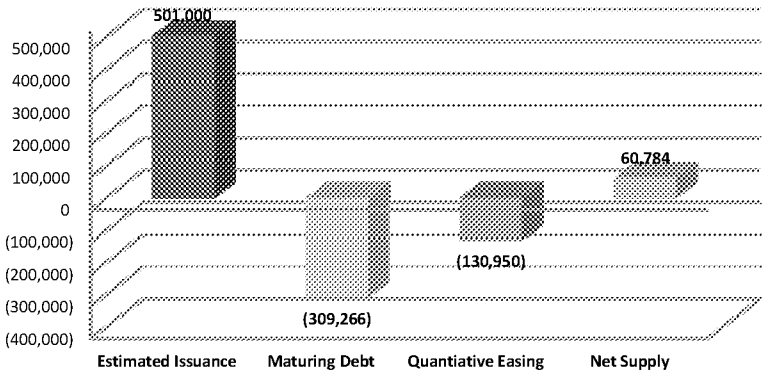

Based on the most recent quarterly projections of the Federal Reserve, the committee's long-term goals for unemployment and inflation are 5.2-6.0% and 2.0%, respectively. The Fed has also communicated it is willing to accept inflation running above its 2.0% target, provided that the unemployment rate remains above 6.5% and long-term inflation expectations remain "anchored". We foresee the FOMC will continue actively distorting asset prices—to the detriment of fixed income investors—by keeping the yield on Treasury securities artificially low (see **Chart 3**).

Chart 3

Fed is Constraining Supply in Longer Duration Treasury Assets (in millions)
(Estimates of 1st Quarter 2013)

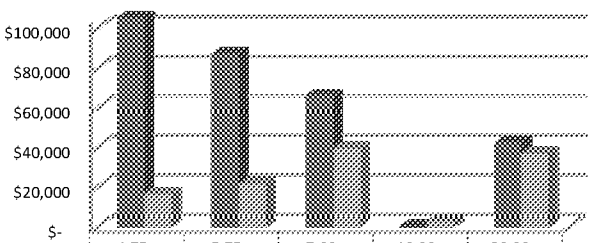

	4.75 - 5.75 years	5.75 - 7.00 years	7.00 - 10.00 years	10.00 - 20.00 years	20.00 - 30.00 years
Treasury Issuance (quarterly)	$105,000	$87,000	$66,000	$-	$42,000
QE (quarterly / treasury)	$16,200	$21,600	$39,150	$2,700	$36,450

The current supply of new issues confirms the Fed is disproportionately purchasing Treasury assets further out on the yield curve, where investors typically extract the most concession when inflation expectations increase. **Chart 3** shows that in the 10-30 year maturity range, demand almost equals supply (when taking QE4 into account). The Treasury issuances available to investors are much greater with shorter maturities. With the Fed actively choosing to purchase longer term issues, they are also actively constraining investors' opportunities to take a bearish view on long-term inflation expectations.

Despite the significant amount of quarterly US Treasury issuances, rates are unlikely to increase significantly with the Fed's latest iteration of QE. In conclusion, our analysis of fiscal policy and developments, economic issues, and the Fed's goals, confirm the estimated net quarterly supply of $60 billion is not nearly enough to alter current market dynamics. Private investors may need to seek out alternative investment vehicles due to a shortage of Agencies and Treasuries.

- William Dennehy II, CFA
Portfolio Manager

Source for charts: US Treasury and Federal Reserve

RISKS AND OTHER IMPORTANT CONSIDERATIONS
This report is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of publication, but may become outdated or superseded at any time without notice. Any opinions or views expressed are based on current market conditions and are subject to change. This report may contain forecasts and forward-looking statements which are inherently limited and should not be relied upon as an indicator of future results. Past performance is not indicative of future results. This report is not intended to constitute an offer, solicitation, recommendation or advice regarding any securities or investment strategy and should not be regarded by recipients as a substitute for the exercise of their own judgment.

Fixed income investments are subject to interest, credit, and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic condi- g interest rates.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	RMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: February 26, 2013

TITLE: APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY

RECOMMENDED ACTION

Recommendation:

1. Approve Resolution No. 2013-13 amending the Electric Rates for Moreno Valley Utility – Resolution No. 2013-13 - A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates, and Electric Service Rules, Fees, and Charges for Moreno Valley Utility

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

On July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges for the City of Moreno Valley's Electric Utility, or Moreno Valley Utility (MVU). Electric Rule 12 entitled "Rates and Optional Rates" of that document states that the rates to be charged by and paid to the City's utility for electric service will be the rates legally in effect and on file with the Electric Utility Division, Department of Public Works. At its meeting on December 9, 2003, the City Council approved Ordinances 650 and 651 providing for the establishment and adjustment of electric rates by resolution.

DISCUSSION

Consistent with Ordinances 650 and 651, the resolution considered in this action amends MVU's Electric Rates. A complete copy of the proposed *Electric Rates* document is available for review in the Public Works Department, Electric Utility Division office. To ensure the City's rates are just and reasonable and to ensure that the City's rates are set at a level sufficient to cover the utility's costs, it will be necessary for the City Council to approve an adjustment of the rates that MVU charges customers for service from time to time. Due to the structure of MVU's rates, the customer's usage will ultimately determine the impact of this proposed rate adjustment on their monthly bill.

For example, the proposed rate adjustment considered in this council action will affect a residential customer who uses 600 kWh in a month differently than a customer who uses 1000 kWh in a month. The proposed rate changes considered in the council action will result in an increase of MVU's rate schedules for both the summer season and winter season. Pursuant to MVU's rates, the summer season begins at 12:00 am on the first Sunday in June and continues until 12:00 am on the first Sunday in October. The winter season begins at 12:00 am on the first Sunday in October, and continues until 12:00 am on the first Sunday in June of the following year. In other words, there are four months in the summer season, and eight months in the winter season.

If the City Council approves the proposed rate adjustments, the impact to each class of customers is described in the tables below:

Average Residential Schedule A	**SUMMER**		**WINTER**	
600 kWh usage	$0.18	0.21%	$7.21	6.56%
1,000 kWh usage	$14.45	7.58%	$23.24	10.02%

Average Small Commercial Schedule B	**SUMMER**		**WINTER**	
2,978 kWh usage	$46.48	6.82%	$21.16	4.45%

Average Large Commercial Schedule C	**SUMMER**		**WINTER**	
24,531 kWh usage, Demand of 100 kW	$380.87	6.44%	$105.08	3.01%

Average Large Commercial, TOU Schedule TOU-LGS	SUMMER		WINTER	
386,896 kWh usage, Demand of 865 kW	$4,308.56	6.43%		
392,333 kWh usage, Demand of 666 kW			$727.12	1.97%

Average Traffic Controller Schedule TC-1	SUMMER		WINTER	
364 kWh usage	$2.71	4.21%	$2.71	4.21%

Average Streetlight	SUMMER		WINTER	
Schedule SL-1 9,500 Lumen (973 lights)	$494.33	3.91%	$494.33	3.91%
Schedule SL-1 22,000 Lumen (317 lights)	$174.57	3.24%	$174.57	3.24%
Schedule SL-2 27,500 Lumen (139 lights)	$35.00	2.12%	$35.00	2.12%
Schedule SL-3 (per lamp)	$27.30	6.20%	$27.30	6.20%

If approved by the City Council, these changes will become effective at 12:00 a.m. on February 27, 2013.

Pursuant to Section 5 of the Professional Services Agreement by and between the City of Moreno Valley and ENCO Utility Services Moreno Valley, LLC, the City is obligated to adjust its rates from time to time so that the City's electric rates remain roughly equivalent to the otherwise applicable investor owned utility rate schedules. This council action will true-up MVU's rates to comply with this obligation, and comply with State law. If adopted, the net impact upon MVU customers will be an increase in rates.

ALTERNATIVES

1. Approve proposed resolution amending the Electric Rates for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *The amendment of the Electric Rates will allow the City's utility to recover its costs for service, and to offer competitive rates.*

2. Do not approve proposed resolution amending the Electric Rates for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *This would restrict the City's utility in its ability to recover utility costs, and also its ability to offer competitive rates.*

FISCAL IMPACT

As rates are adjusted, revenues will reflect the adjustments. Utility revenues are projected to increase if the proposed changes are adopted by the City Council.

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:
The municipal electric utility will generate revenues to provide funding for City programs and services over time. These revenues will help achieve important financial goals of the City.

POSITIVE ENVIRONMENT:
The proposed rate adjustments ensures timely changes to the rates of the City's utility, and helps to create a positive environment for economic development within the community. The City of Moreno Valley will offer competitive rates and will help the City create new jobs.

NOTIFICATION

Posting of the Agenda.

ATTACHMENTS

Attachment 1 – Proposed Resolution
Exhibit A – Proposed Electric Rates

Prepared By:
Jeannette Olko
Electric Utility Division Manager

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES, AND ELECTRIC SERVICE RULES, FEES, AND CHARGES FOR MORENO VALLEY UTILITY

WHEREAS, the City of Moreno Valley (the "City"), a municipal corporation, is authorized pursuant to Article XI, Section 9(a) of the California Constitution to establish, purchase, and operate public works to furnish its inhabitants with light, water, power, heat, transportation, or means of communication; and

WHEREAS, on June 26, 2001, the City Council of the City of Moreno Valley approved Resolution No. 2001-33 and, as amended by Resolution 2002-46, authorized the formation of a municipally owned utility for the purpose of providing electrical power, storm water, telephone telecommunications, cable TV, water, natural gas, and sanitary sewer; and

WHEREAS, on July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges document for Moreno Valley Utility which states, in part, that the rates to be charged by and paid to the City for electric service will be the rates legally in effect and on file with the City Council; and

WHEREAS, there are sections of the Electric Service Rules, Fees and Charges document that contain rules which define the terms and conditions under which electric service will be provided to the customer; and

WHEREAS, there are rules, fees, charges, and rates associated with providing the services identified in the document. These rules, fees, charges, and rates are deemed necessary and equitable for services rendered and are required to fund in whole or in part, all of the services required to facilitate the delivery of electric distribution pursuant to the rules; and

WHEREAS, Urgency Ordinance No. 651 was adopted by the City Council on December 9, 2003, allowing for the adoption of rates by resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The City Council hereby adopts the amended Moreno Valley Utility Electric Rates and Electric Service Rules, Fees, and Charges as on file in the Public Works Department and attached hereto as Exhibit A.

APPROVED AND ADOPTED this 26th day of February 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-13 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 26th day of February, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00193171

Moreno Valley Utility

Electric Rates

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SCHEDULE A – RESIDENTIAL SERVICE

Applicability

Applicable to electric service for residential uses.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Basic Charge - $/Day	
Single-Family Residence	$ 0.03
Multi-Family Residence	$ 0.023
Energy Usage Charge - $/kWh	
Summer:	
Tier 1 -Baseline Quantities, all kWh, per kWh	$ 0.11494
Tier 2 – 101% to 130% of Baseline	$ 0.14621
Tier 3 – 131% to 200% of Baseline	$ 0.27926
Tier 4 – 201% to 300% of Baseline	$ 0.31426
Tier 5 – All excess kWh, per kWh	$ 0.34926
Winter	
Tier 1 -Baseline Quantities, all kWh, per kWh	$ 0.11494
Tier 2 – 101% to 130% of Baseline	$ 0.14621
Tier 3 – 131% to 200% of Baseline	$ 0.27926
Tier 4 – 201% to 300% of Baseline	$ 0.31426
Tier 5 – All excess kWh, per kWh	$ 0.34926
Public Purpose Programs	
All kWh per kWh	$0.01452
Monthly Minimum Charge:	$10.00

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Baseline Rates: Baseline rates are applicable only to separately metered residential use.

2. Baseline Quantities: The residential allocation shall be 16.0 kWhs per day in the Summer season and 10.5 kWhs per day in the Winter season.

3. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on the first Sunday in June and will continue until 12:00 a.m. of the first Sunday in October each year. The Winter season begins at 12:00 a.m. on the first Sunday in October and continues until 12:00 a.m. on the first Sunday in June of the following year.

4. Voltage: Service will be supplied at one standard voltage.

5. For the purposes of applying the Basic Charge, the following definitions shall be used:

   Single-Family Residence - A building of single occupancy which does not share common walls, floors, or ceilings with other residential dwelling units.

   Multi-Family Residence - Apartments, mobile homes, condominiums, townhouses, or a building of multiple occupancy which shares common walls and /or floors and ceilings with other residential dwelling units.

6. Medical Baseline Allocation: Upon application and acceptance of a certification from a medical doctor or osteopath licensed to practice medicine in California, eligible residential customers are provided a standard year-round medical baseline allocation of 16.5 kWh per day in addition to the applicable baseline allocation for the season.

	Regular Baseline Daily kWh Allocation	Additional Medical Baseline Daily kWh Allocation	Total Baseline Daily kWh Allocation
Summer	16.0	16.5	32.5
Winter	10.5	16.5	27.0

   Medical Baseline Allocation Eligibility:

   a) Regular use in the customer's home of one or more medical life-support devices essential to maintain the life of a full-time resident of the household; and/or

b) A full-time resident of the household is: a paraplegic, hemiplegic, quadriplegic, multiple sclerosis or scleroderma patient, being treated for life-threatening illness, and/or has a compromised immune system.

Life support devices are those devices or equipment that utilize mechanical or artificial means to sustain, restore or supplant a vital function, or mechanical equipment relied upon for mobility both within and outside of buildings.

Life-support devices include:

Aerosol Tent	Ultrasonic Nebulizer
Pressure Pad	Electrostatic Nebulizer
Apnea Monitor	Inhalation Pulmonary Pressure
Pressure Pump	Breather Machine (IPPB)
Compressor	Iron Lung
Concentrator	Dialysis Machine
Respirator (all types)	Hemodialysis Machine
Electronic Nerve Stimulator	Motorized Wheelchair
Suction Machine	Oxygen Generator

Applying for the Medical Baseline Allocation

1. Request application from Moreno Valley Utility by telephone, mail or in person
2. Complete application.
3. The patient's physician will need to fill out the required information on the application and sign it certifying the medical need.
4. The customer can mail or bring the application to Moreno Valley Utility's offices
5. Once the application is reviewed and approved, the Medical Baseline Allocation will be effective on the next regular electric billing.
6. Applications must be renewed every two years.

7. Low Income Program - A low-income assistance discount program is offered under this standard residential rate. To be considered for this discount, an application must be filed with Moreno Valley Utility. To be eligible for this discount, the income of the customer, including all members of the household, must meet the income levels of the program and can be no more than 200% of Federal Poverty Guidelines. Under this program a discount for qualified low-income residents of 20% is provided on monthly energy charges. Discount applies to energy charges only. The customer charge, public purpose charge, service fees and all taxes are calculated at the standard rates.

SCHEDULE B – GENERAL SERVICE

Applicability

Applicable to nonresidential electric service for all types of uses including lighting and power. Customers whose monthly maximum demand is expected to exceed 20 kW, or has exceeded 20 kW in any three months during the preceding 12 months, are ineligible for service under this schedule.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge - $/Day	
Single-Phase Service	$ 0.796
Polyphase Service	$ 0.035
Energy Usage Charge - $/kWh	
Summer, all kWh, per kWh	$ 0.19523
Winter, all kWh, per kWh	$ 0.12982
Public Purpose Programs	
All kWh per kWh	$0.01262
Monthly Minimum Charge:	$10.00

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on the first Sunday in June and will continue until 12:00 a.m. on the first Sunday in October each year. The Winter season begins at 12:00 a.m. on the first Sunday in October and continues until 12:00 a.m. on the first Sunday in June of the following year.

2. Voltage: Service will be supplied at one standard voltage.

SCHEDULE C – LARGE GENERAL SERVICE

Applicability

Applicable to nonresidential electric service for all types of uses including lighting and power where the customer's monthly maximum demand is expected to exceed 20 kW or has exceeded 20 kW in any of the 3 months during the preceding 12 months.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge - $/Meter/Month – Single Phase	$132.67	
Polyphase	$145.63	
Energy Usage Charge - $/kWh		
Summer, all kWh, per kWh	$ 0.07790	
Winter, all kWh, per kWh	$ 0.06011	
Demand Charge- $/kW	Summer	Winter
Facilities Related Demand Charge, per kW	$13.94	$13.94
Time Related Demand Charge, per kW	$18.48	$0.00
Public Purpose Programs		
All kWh per kWh	$ 0.01159	
Monthly Minimum:	$10.00	

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Summer and Winter Seasons are defined as follows:

   The Summer season begins at 12:00 a.m. on the first Sunday in June and will continue until 12:00 a.m. on the first Sunday in October of each year. The Winter season begins at 12:00 a.m. on the first Sunday in October and continue until 12:00 a.m. on the first Sunday in June of the following year.

2. Voltage: Service will be supplied at one standard voltage.

3. Billing Demand: The Billing Demand shall be the kilowatts of Maximum Demand, determined to the nearest kW. The Billing Demand shall be the greater of the kilowatts of Maximum Demand recorded (or established for) the monthly billing period or 50% of the highest Maximum Demand established in the preceding eleven months (Ratcheted Demand).

4. Maximum Demand: The maximum demand in any month shall be the measured maximum average kilowatt input, indicated or recorded by instruments to be supplied by the City, during any 15-minute metered interval in the month.

5. Voltage Discount: The monthly Facilities Related Demand Charge will be reduced by 23.3% for service delivered and metered at voltages of 4 kV through 12 kV. The energy charge will be reduced by $.00074 per kWh for service delivered and metered at voltages of 2 kV through 12 kV.

6. Excess Transformer Capacity: Excess Transformer Capacity is the amount of transformer capacity requested by a customer in excess of that which the City would normally install to serve the customer's Maximum Demand. Excess Transformer Capacity shall be billed at the amount shown in the rates section above.

7. Power Factor Adjustment: When Maximum Demand has exceeded 200 kW for three consecutive months, kilovar metering will be installed as soon as practical, and thereafter, until the Maximum Demand has been less than 150 kW for twelve consecutive months, the billing will be adjusted each month for power factor.

   a. Adjustment Rate:
      i. For service delivered and metered at voltages 12 kV or less, the billing will be increased by $0.27 per kilovar of maximum reactive demand.

   b. Determining the Reactive Demand:
      i. Service delivered and metered at voltages of 4 kV or greater:
         1. The maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or

recorded by metering during any 15-minute metered interval in the month. The kilovars shall be determined to the nearest unit. A device will be installed on each kilovar meter to prevent reverse operation of the meter.

ii. Services delivered and metered at voltages less than 4 kV:

1. For customers with metering used for billing that measures reactive demand, the maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15-minute metered interval in the month. The kilovars shall be determined to the nearest unit. A device will be installed on each kilovar meter to prevent reverse operation of the meter.

2. For customers with metering used for billing that measures kilovar-hours instead of reactive demand, the kilovars of reactive demand shall be calculated by multiplying the kilowatts of measured maximum demand by the ratio of the kilovar-hours to the kilowatt-hours. Demands in kilowatts and kilovars shall be determined to the nearest unit. A ratchet device will be installed on the kilovar-hour meter to prevent its reverse operation on leading power factors.

SCHEDULE SL – STREET LIGHTING SERVICE

MVU OWNED SYSTEM

Applicability

Applicable to un-metered service for the lighting of streets and highways where MVU owns and maintains the street lighting equipment and associated facilities included under this schedule.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Energy Usage Charge - High Pressure Sodium Vapor Lamps

Basic Charge:

Initial Lumens	Wattage	All Night Service Monthly kWhs	**$/Lamp Monthly Charge**	**$/Lamp/Month Public Purpose Programs Charge**
9,500	100	40	$12.54	$0.20
16,000	150	67	$14.30	$0.32
22,000	200	85	$16.17	$0.41
27,500	250	108	$17.81	$0.53

Energy Usage Charge – Light Emitting Diode (LED) Lamps

Basic Charge:

Initial Lumens	Wattage	All Night Service Monthly kWhs	**$/Lamp Monthly Charge**	**$/Lamp/Month Public Purpose Programs Charge**
14,700	173	75	19.53	$0.37

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Maintenance shall include periodic inspection, renewal of lamps, cleaning of glassware, replacement of damaged glassware and lamps, and minor repairs to wiring and electrical appurtenances.

2. Hours of Service: Under MVU's standard all night operating schedule, approximately 4,140 hours of service will be furnished.

3. The developer shall install streetlights that will be served from MVU's underground system. These streetlights must be installed in accordance with MVU's specifications and the developer will deed such facilities to MVU.

4. Requirements and Restrictions:

    a. The applicant for street light service shall specify the lamp size and location of streetlights.

    b. Service shall not be furnished under this schedule where location, mounting height, or other considerations are unacceptable to the MVU.

    c. The installation of street lighting equipment and facilities hereunder is contingent upon the MVU obtaining easements, rights of way, and highway permits satisfactory to the MVU for the required poles, equipment, and facilities.

    d. In accordance with Rule No. 4, a written contract for a term of not less than one year is required in order to receive street light service under the provisions of this schedule.

    e. Should the applicant not commence using the street lighting in a bona fide manner within ninety (90) days after date of completion and installation of a street light or street lighting system requested by the applicant, the MVU will bill, and the applicant shall pay, the applicable lamp charge(s).

5. Liability of Utility: MVU shall not, by taking action pursuant to its tariffs, be liable for any loss, damage, or injury, established or alleged, which may result, or be claimed to result, therefrom.

SCHEDULE SL2 – STREET LIGHTING SERVICE

CUSTOMER OWNED AND MAINTAINED SYSTEM SCHEDULE (UNMETERED)

Applicability

Applicable to service for un-metered lighting of streets, highways, and directional highway signs served in conjunction with street and highway lighting, and other publicly operated automobile parking lots which are open to the general public, where the customer owns and maintains the street lighting equipment operated within the period from dusk to dawn.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Energy Usage Charge - High Pressure Sodium Vapor Lamps

Basic Charge:

Initial Lumens	Wattage	All Night Service Monthly kWhs	**$/Lamp Monthly Charge**	**$/Lamp/Month Public Purpose Programs Charge**
9,500	100	40	$ 7.02	$0.20
16,000	150	67	$ 8.78	$0.32
22,000	200	85	$ 10.00	$0.41
27,500	250	108	$ 11.55	$0.53

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Voltage: Service will be supplied at one standard voltage.

2. Requirements and Restrictions:

   a. The applicant for street light service shall specify the lamp size and location of streetlights.

   b. Service shall not be furnished under this schedule where location, mounting height, or other considerations are unacceptable to the MVU.

   c. The installation of street lighting equipment and facilities hereunder is contingent upon the MVU obtaining easements, rights of way, and highway permits satisfactory to the MVU for the required poles, equipment, and facilities.

3. Liability of Utility: MVU shall not, by taking action pursuant to its tariffs, be liable for any loss, damage, or injury, established or alleged, which may result, or be claimed to result, therefrom.

SCHEDULE SL3 – STREET LIGHTING SERVICE

CUSTOMER OWNED SYSTEM SCHEDULE

(METERED)

Applicability

Applicable to service for metered lighting service of streets, highways, and directional highway signs served in conjunction with street and highway lighting, and other publicly operated automobile parking lots which are open to the general public, where the customer owns the street lighting equipment operated within the period from dusk to dawn.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge – Per meter per Month	$15.36
Energy Usage Charge - $/kWh	
All Year - all kWh, per kWh	$ 0.05877
Public Purpose Programs	
All kWh, per kWh	$0.00488

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Voltage: Service will be supplied at one standard voltage.

2. The customer will furnish and maintain all equipment beyond the meter.

SCHEDULE TC-1 – TRAFFIC CONTROL SERVICE

Applicability

Applicable to service for traffic directional sign or signal lighting service owned by governmental agencies and located on streets, highways and other publicly dedicated outdoor ways and places.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge – per Meter per Day	
Single-Phase Service	$ 0.563
Polyphase Service	$ 0.035
Energy Usage Charge - $/kWh	
All Year - all kWh, per kWh	$ 0.10769
Public Purpose Programs	
All kWh, per kWh	$0.01166

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Voltage: Service will be supplied at one standard voltage.

SCHEDULE TOU-LGS – TIME OF USE – LARGE GENERAL SERVICE

Applicability

Applicable to nonresidential electric service for all types of uses including lighting and power where the customer's monthly maximum demand is expected to exceed 500 kW or has exceeded 500 kW in any of the 3 months during the preceding 12 months.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge - $/Meter/Month	$625.52	
Energy Usage Charge - $/kWh		
Summer		
On-Peak	$ 0.14010	
Mid-Peak	$ 0.08478	
Off-Peak	$ 0.05033	
Winter		
Mid-Peak	$ 0.07347	
Off-Peak	$ 0.04655	
Demand Charge- $/kW	Summer	Winter
Facilities Related Demand Charge, per kW	$14.53	$14.53
Time Related Demand Charge, per kW		
On-Peak	$17.31	$0.00
Mid-Peak	$4.87	$0.00
Off-Peak	$0.00	$0.00
Public Purpose Programs		
All kWh per kWh	$ 0.01048	
Monthly Minimum :	See Condition #4	

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Time periods are defined as follows:

On-Peak:	Noon to 6:00 p.m. Summer weekdays except holidays
Mid-Peak:	8:00 a.m. to Noon and 6:00 p.m. to 11 p.m. Summer weekdays except holidays; 8 a.m. to 9 p.m. Winter weekdays except holidays
Off-Peak:	All other hours

   Holidays are defined as New Year's Day (January 1), Martin Luther King's Birthday (third Monday in January), Washington's Birthday (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veterans Day (November 11), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

   When any holiday listed above falls on Sunday, the following Monday will be recognized as an off-peak period. No change will be made for holidays falling on Saturday.

2. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on the first Sunday in June and will continue until 12:00 a.m. on the first Sunday in October of each year. The Winter season begins at 12:00 a.m. on the first Sunday in October and continue until 12:00 a.m. on the first Sunday in June of the following year.

3. Voltage: Service will be supplied at one standard voltage.

4. Billing Demand: The Billing Demand shall be the kilowatts of Maximum Demand, determined to the nearest kW. The Billing Demand shall be the greater of the kilowatts of Maximum Demand recorded (or established for) the monthly billing period or 50% of the highest Maximum Demand established in the preceding eleven months (Ratcheted Demand).

5. Maximum Demand: The maximum demand in any month shall be the measured maximum average kilowatt input, indicated or recorded by instruments to be supplied by the City, during any 15-minute metered interval in the month.

6. Excess Transformer Capacity: Transformer Capacity is the amount of transformer capacity requested by a customer in excess of that which the City would normally install to serve the customer's Maximum Demand. Excess Transformer Capacity shall be billed at the amount shown in the rates section above.

7. Power Factor Adjustment: The billing will be adjusted each month for power factor.

    a. Adjustment Rate: The customer's bill will be increased each month for the power factor $0.27 per kilovar of maximum reactive demand.

    b. The maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15 minute metered interval in the month. For customers with metering used for billing that measures kilovar-hours instead of reactive demand, the kilovars of reactive demand shall be calculated by multiplying the kilowatts of measured maximum demand by the ratio of the kilovar-hours to the kilowatt-hours. Demands in kilowatts and kilovars shall be determined to the nearest unit. A device will be installed on the kilovar-hour meter to prevent its reverse operation on leading power factors.

SCHEDULE SE - SERVICE ESTABLISHMENT CHARGE

Applicability

Applicable to general service and domestic service customers.

Territory

Within the entire territory served by Moreno Valley Utility.

Rate

For each establishment of electric service, a charge will apply.

Special Conditions

1. The service establishment charge is in addition to the charges calculated on the applicable rate schedule and will be made each time an account is established.

2. Establishment means each time an account is opened, including a turn on of electric service or a change of name that requires a meter reading.

3. If the customer requests electric service be established on the same day as his request or outside regular business hours, an additional charge will apply.

SCHEDULE NEM – NET ENERGY METERING

Applicability

Applicable to general service and domestic service customers who have eligible renewable energy generation systems connected to MVU's system (interconnected) and meet program requirements.

Territory

Within the entire territory served by Moreno Valley Utility.

Net Surplus Compensation Rate

The net surplus compensation rate shall be $0.08979 per kWh applied to any net surplus energy remaining at the end of the customer's twelve (12) month billing period ("relevant period").

Special Conditions

1. NEM customers will receive a credit for the surplus electricity supplied to MVU's system.
2. This credit will be applied to the customer's energy bill, to offset all or part of the costs associated with the energy that is consumed each month.
3. Residential accounts are billed once a year for "net" energy consumed or generated over the previous 12 months, if any.
4. Small business accounts served under the General Service Rate also qualify for annual billing.
5. Large business NEM accounts under the Large General Service Rate are billed monthly for their energy usage.
6. Net surplus energy is the amount of generated kilowatt-hours (kWh) energy that is exported to MVU's system that exceeds the amount that is received from MVU.
7. Any net surplus energy remaining at the end of the 12-month billing period (also called the "relevant period") will be given a monetary value known as the Net Surplus Compensation Rate (NSCR).
8. The NSCR value is established by MVU to reflect the costs MVU avoids in procuring power during the time period net surplus generators are likely to produce excess power.
9. Customers may choose to either roll over the monetary value of any net surplus energy to the next billing cycle, or receive payment for any net surplus energy at the end of your 12-month relevant period.
10. Customers will be billed monthly for nominal non-energy-related charges such as taxes.

SCHEDULE ED – ECONOMIC DEVELOPMENT ("ED") RATE

Applicability

Commercial or industrial end-use customers that would otherwise receive service under Electric Rate Schedule TOU-LGS (Time of Use-Large General Service) and meet certain criteria as established and adopted by resolution of the City Council of the City of Moreno Valley may take advantage of the ED rate as a New Customer or Expanded Load Customer. This ED rate is applicable to all or part of the services provided to New Customers and Expanded Load Customers, as such terms are defined herein.

1. A New Customer shall be a customer seeking to locate a new business or relocate an existing business (not currently located within the territory served by Moreno Valley Utility) within Moreno Valley Utility's service territory.
2. An Expanded Load Customer shall be an existing Moreno Valley Utility TOU-LGS customer that is adding new load to Moreno Valley by a minimum of 200 kW based upon the customer's past electrical demand as determined by Moreno Valley Utility. The expanded load can be at the customer's current site, or at a new site within the Moreno Valley Utility service territory. The ED rate will only be applied to the expanded load as determined in Section 5 below.
3. A New Customer shall meet the following criteria:
   a. Targeted industries
      i. Logistics/Distribution
      ii. Medical/Healthcare
      iii. Auto Dealerships
   b. Building/Area size
      i. Logistics/Distribution 500,000 sf minimum
      ii. Medical/Healthcare 100,000 sf minimum
      iii. Auto Dealerships 5 acres
   c. Job Creation
      i. Tier 1 Discount Rate 150 – 499 jobs
      ii. Tier 2 Discount Rate 500 – 999 jobs
      iii. Tier 3 Discount Rate greater than 1000 jobs
      iv. Tier 4 Discount Rate 350 jobs minimum
   d. City Revenue Producer – either sales tax or use tax generation
      i. Tier 1a Discount Rate
      ii. Tier 4 Discount Rate $40,000 annual minimum to the City

Territory

Within the entire territory served by the Moreno Valley Utility.

Character of Service

The service provided hereunder shall be alternating current with regulated frequency of 60 hertz, three-phase, or a combination single and three-phase served through one meter, at a standard voltage not to exceed 480 volts, or as may be specified by the Electric Division. To be eligible to participate all customers must have a demand meter.

Rates

Except as provided herein, or in the Economic Development Rate Agreement, all charges and provisions of the customer's otherwise applicable rate schedule shall apply. The applicable Energy Charge and Demand Charge under the customer's otherwise applicable rate schedule will be reduced as follows:

	Tier 1/Tier 1a	Tier 2	Tier 3	Tier 4
Years 1 - 2	15%	20%	20%	20%
Years 3 - 4	12%	15%	20%	20%
Years 5 – 6	10%	10%	15%	20%
Years 7 -12	-	-	-	20%

Special Conditions

1. Term: Economic Development Rate Agreements entered into under this Schedule shall be for a single six-year term, except for Tier 4, which shall be for a single twelve-year term.

2. Approval: Application of this Rate Schedule shall be subject to the approval of the City Manager or his designee, based on meeting the eligibility criteria outlined herein.

3. Agreement: The customer must sign a standard Moreno Valley Economic Development Rate Agreement in order for the rates under this Schedule to be applicable. In addition to the other terms of this Schedule, the Economic Development Rate Agreement shall require the customer to reimburse Moreno Valley for all rate reductions received under this Schedule, if the customer fails to maintain the required minimum load during the six-year term or twelve-year term of the Agreement.

4. Minimum Load: Customers qualifying under this Schedule as a New Customer with a projected minimum monthly electric demand of at least 500

kW or as an Expanded Load Customer under Applicability Sections 1and 2 above, respectively, must agree to maintain a minimum level of load for six years for Tier 1/1a, Tier 2, and Tier 3 discounts, and twelve years for Tier 4 discount from the date service is first rendered under this Schedule as set forth in the Economic Development Rate Agreement.

5. Base Period Usage: Base Period Usage shall be established and agreed to in the Economic Development Rate Agreement for Expanded Load Customers. Base Period Usage shall be the average monthly energy use and demand for the customer during the last three years of service to the customer, from the date ending the last payment period before the date of the Agreement. Expanded Load qualifying for the rate under this Schedule shall be measured as the difference between the new monthly, meter documented energy use and demand, and the Base Period Usage.

6. State Mandated Public Purpose Program Charge: All bills rendered under this Schedule shall be subject to the Public Purpose Program Charge as established by the City Council.

7. Miscellaneous Fees and Charges: Rates charged pursuant to this Schedule shall be subject to any Energy Users Taxes, Utility Users Taxes, and any other governmental taxes, duties, or fees which are applicable to Electric Service provided to Customer by the City of Moreno Valley. Rates are also subject to adjustment, as established by the City of Moreno Valley City Council in response to federal or state climate change laws, renewable portfolio standard or other mandated legislation. These adjustments may include but are not limited to charges to mitigate the impacts of greenhouse gas emissions or "green power" premiums.

8. Expanded Load: Expanded Load customers applying for this rate must demonstrate to the satisfaction of the Utility that the expanded load is new to Moreno Valley.

9. Effective Date: The effective date of the Economic Development Rate Agreement shall commence within 12 months from the date of the City's approval, or the Agreement becomes null and void. The Agreement becomes effective upon execution by the parties, and the Economic Development Rate commences upon written notice by customer, and coincides with the customer's normal billing cycle.

10. Reapplication: Customers who have received service under the Economic Development Rate are eligible to reapply for the rate as an Expanded Load Customer 12 months after their current Economic Development Rate Agreement has expired, if they meet the criteria therefore.

11. Restrictions: Residential customers and federal, state or local government agencies are not eligible to apply for service under this Schedule.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director / City Engineer

AGENDA DATE: February 26, 2013

TITLE: APPROVE REIMBURSEMENT AGREEMENT FOR CONSTRUCTION OF ALTERNATE STREET SECTION OVER EASTERN MUNICIPAL WATER DISTRICT (EMWD) FACILITIES AS PART OF THE PERRIS BOULEVARD WIDENING FROM PERRIS VALLEY STORM DRAIN LATERAL "B" TO CACTUS AVENUE
PROJECT NO. 801 0022 70 77

RECOMMENDED ACTION

Recommendations:

1. Approve the Reimbursement Agreement for Construction of an Alternate Street Section over Eastern Municipal Water District (EMWD) Facilities as part of the Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue.

2. Authorize the City Manager to execute the Reimbursement Agreement for the amount of $220,000, upon concurrence by EMWD.

3. Authorize the Public Works Director/City Engineer to execute any subsequent related amendments to the Agreement with EMWD up to, but not exceeding an additional amount of $44,000.

4. Authorize a revenue appropriation of the amount of the EMWD reimbursement in Fund 3003 (TUMF Capital Projects) after the revenue is received from EMWD per the Reimbursement Agreement to fund the alternate street section segment construction.

ADVISORY BOARD/COMMISSION RECOMMENDATION

"N/A."

BACKGROUND

City Council approved the construction contract in the amount of $3,282,680.11 with Hillcrest Contracting, Inc. (Hillcrest) on June 12, 2012. At this same meeting, City Council authorized the Public Works Director/City Engineer to execute any Contract Change Orders up to, but not exceeding, the 20% contingency amount of $656,536.02. Construction for this project started in July 2012 and is estimated for completion in April 2013.

DISCUSSION

Perris Boulevard is an existing partially improved north/south arterial street between the limits of Perris Valley Storm Drain Lateral "B" (Southerly City Limits) and Cactus Avenue in the City of Moreno Valley. The existing improvements, which vary in width, consist of a two-lane road with shoulders in some areas to other areas that are fully built out. This project is to widen and improve Perris Boulevard within the project limits to an arterial street standard with a curb-to-curb width of 86 feet (86') within a 110 feet (110') right of way. To date, curb, gutter, sidewalk, traffic signal modifications, and utility relocations have been significantly completed. Improvements still to be constructed include paving, signing and striping, and related road improvements.

During construction, EMWD requested the City to construct an alternate street section over their existing 33 inch and 39 inch EMWD waterlines at the following locations in order to ensure the structural integrity of their waterline during the street construction:

- Perris Boulevard South of Suburban Lane
- Perris Boulevard from Northern Dancer Drive to Krameria Avenue
- Perris Boulevard South of Santiago Drive
- Perris Boulevard South of Gentian Avenue
- Perris Boulevard North of Gentian Avenue
- Perris Boulevard from Delphinium Avenue to Cactus Avenue

The work at the above locations includes construction of an alternate street section above and adjacent to the EMWD Facilities in order to avoid compaction directly above them. This additional work includes installation of controlled low-strength material (CLSM), additional roadway excavation, and additional asphalt concrete.

Hillcrest, the City's contractor for the project, will complete the work as a change order to their existing contract for the Perris Boulevard Widening project. The City would pay Hillcrest for the construction costs, estimated at $220,000, per an executed contract change order. The estimated costs and 20% contingency of the City/EMWD Reimbursement Agreement are within the approved contingency threshold of the City's Contract with Hillcrest. EMWD will reimburse the City for these costs per the terms of

the City/EMWD Reimbursement Agreement. EMWD shall be solely responsible for costs associated with the additional work. EMWD agrees to pay the construction and construction related costs and in the event that the final quantities are either higher or lower than estimated, the City will provide a final cost summary to EMWD, and they shall bear full financial responsibility for all costs associated with the work.

EMWD approved the Reimbursement Agreement at its Board of Directors meeting on February 6, 2013.

ALTERNATIVES

1. By motion authorize the recommended actions as presented in this staff report. *This action will allow for EMWD facilities to be protected in place without delays to the construction schedule and at EMWD's expense.*

2. Do not authorize the recommended actions as presented in this staff report. *This action may cause EMWD facilities to be damaged during construction, which could result in additional costs to the City and potential delays to the construction schedule.*

FISCAL IMPACT

If the Reimbursement Agreement is approved, Hillcrest would complete the work under a change order to their existing contract with the City for the project. The City would pay Hillcrest for the construction costs, estimated at $220,000, per the executed contract change order. The estimated costs and 20% contingency of the City/EMWD Reimbursement Agreement are within the approved contingency threshold of the City's Contract with Hillcrest. EMWD will reimburse the City for these costs per the terms of the City-EMWD Reimbursement Agreement.

The costs associated with the Reimbursement Agreement will be fully reimbursed by EMWD and will not affect the project budget. Per the terms of the Reimbursement Agreement, upon completion of the additional construction and determination of the final costs, EMWD will make a payment to the City within 30 days following the City's notification of the actual costs.

In order to responsibly track the Reimbursement Agreement funds, a revenue appropriation of the EMWD reimbursement amount plus contingency would be established in Fund 3003 (TUMF Capital Projects), as indicated below.

Budget Appropriation

Cat.	Fund	Project No. (PN) G/L Account (GL)	Type	Original Budget	Proposed Adjustment	Revised Budget
CIP	TUMF Capital Projects (3003)	Acct. No. 3003-99-99-80001-500600	REV	$0	$264,000	$264,000

AVAILABLE EXPENDITURE FUNDS:

Available Budgeted TUMF Funds Perris Boulevard Widening / Perris Valley Storm Drain Lateral "B" to Cactus Avenue
(Acct. No. 3003-70-77-80001 / Project No. 801 0022 70 77) $5,665,000

Available Budgeted DIF Funds Perris Boulevard Widening / Perris Valley Storm Drain Lateral "B" to Cactus Avenue
(Acct. No. 3301-70-77-80001 / Project No. 801 0022 70 77) $80,000

Available and Proposed Expenditure Funds $5,745,000

ESTIMATED CONSTRUCTION RELATED COSTS:

Design Support Services during Construction $161,000
Contractor Construction Costs (includes 20% contingency) $3,940,000
EMWD Alternate Street Section $264,000
Reimbursement from EMWD for Alternate Street Section ..... ($264,000)
Construction Geotechnical Services $109,000
Construction Survey Services $129,000
Project Management and City Inspection $220,000
Administrative and Miscellaneous $100,000
Total Estimated Construction Related Costs $4,659,000

ANTICIPATED SCHEDULE:

Advertise / Bid / Award ..... April 2012 to June 2012
Construction ..... July 2012 to April 2013

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:

Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

During construction, EMWD requested the City to construct an alternate street section over their existing 33 inch and 39 inch EMWD waterlines at the various locations in order to ensure their structural integrity during the street construction. The Reimbursement Agreement provides for the terms and responsibilities of the proposed additional work. EMWD shall be solely responsible for the costs associated with the additional work. Staff recommends that City Council approve the Reimbursement Agreement and authorize the City Manager to execute said Reimbursement Agreement.

NOTIFICATION

None

ATTACHMENTS

Attachment 1 - Reimbursement Agreement for Construction of an Alternate Street Section over Eastern Municipal Water District (EMWD) Facilities

Prepared By:
Lorenz R. Gonzales
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director / City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director / Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00193201

REIMBURSEMENT AGREEMENT

FOR CONSTRUCTION OF AN ALTERNATE STREET SECTION OVER EASTERN MUNICIPAL WATER DISTRICT (EMWD) FACILITIES AS A PART OF THE PERRIS BOULEVARD WIDENING FROM PERRIS VALLEY STORM DRAIN LATERAL "B" TO CACTUS AVENUE PROJECT NO. 801 0022 70 77 BY THE CITY OF MORENO VALLEY

This Agreement is made and entered into as of the date signed by the City Manager and Executive Director, by and between EASTERN MUNICIPAL WATER DISTRICT, a public agency (hereinafter "District"), and the CITY OF MORENO VALLEY, a municipal corporation (hereinafter "City").

RECITALS

WHEREAS, construction has commenced for the Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue, Project No. 801 0022 70 77, by the City of Moreno Valley herein after referred to as "City Project."

These improvements are in the City of Moreno Valley, and

WHEREAS, during construction, it was discovered that 33 inch and 39 inch District waterlines (hereinafter "District Facilities") at the following locations are aging and, at the request of the District, required an alternate street section in order to protect the District Facilities in place:

- Perris Boulevard South of Suburban Lane
- Perris Boulevard from Northern Dancer Drive to Krameria Avenue
- Perris Boulevard South of Santiago Drive
- Perris Boulevard South of Gentian Avenue
- Perris Boulevard North of Gentian Avenue
- Perris Boulevard from Delphinium Avenue to Cactus Avenue

Said locations, hereinafter referred to as the "District Facility Locations," are shown and depicted on Exhibits "A" through "F" and

WHEREAS, the purpose of this Agreement is to set forth financial and other terms and conditions associated with the additional work at the District Facility Locations by City.

NOW, THEREFORE, in consideration of the above recited premises, together with the mutual covenants herein contained, it is mutually agreed as follows:

AGREEMENT

1. DESCRIPTION OF WORK.

The work included at the District Facilities Locations includes construction of an alternate street section above and adjacent to the District Facilities in order to avoid compaction directly above the District Facilities. This additional work includes installation of controlled low-strength material (CLSM), additional roadway excavation, and additional asphalt concrete. Refer to Exhibits "G" through "J" for an estimated quantity and cost breakdown.

In addition to the construction work, services provided by the City, associated with the additional work include project engineering, contract administration, geotechnical testing, construction surveying, and inspection.

2. FINANCIAL OBLIGATIONS AND RESPONSIBILITIES.

The District shall be solely responsible for costs associated with the additional work at District Facility Locations. The District agrees to pay the construction and construction related costs, which are estimated at $220,000 as shown on Exhibits "G" through "J", attached hereto. In the event that the final quantities are either higher or lower than estimated, the City will provide a final cost summary to the District and the District shall bear full financial responsibility for all costs associated with the work.

Upon completion of construction and determination of final costs, the City shall notify the District of the final cost summary. Determination of final costs will be based on actual costs for all work. The District will make a payment to the City, within 30 days following the City's notification to the District of the actual total costs.

Any contract changes to the District's work shall be in writing, executed by the City with the approval of the District. Additional costs owed the City's contractor as a result of the approved change order shall be invoiced by the City to the District at the time such payment is requested by the contractor. The District will pay the City within thirty (30) calendar days of receipt of the City's invoice.

Neither the City nor the District will assess permit fees or plan check fees to each other.

3. CONSTRUCTION AWARD.

The District acknowledges that the City has awarded the construction contract for the City Project to the lowest successful bidder, Hillcrest Contracting, Inc. Hillcrest Contracting, Inc. therefore, will complete the additional work at the District Facilities Locations.

4. CONSTRUCTION TIMELINE.

Completion of the additional work at the District Facilities Locations shall be performed concurrently with the City Project.

5. CONSTRUCTION PLANS AND SPECIFICATIONS.

The District acknowledges that the Plans and Specifications for the City Project, as it relates to the District Facilities, were reviewed and approved by the District.

6. CEQA

The City shall be individually responsible for compliance with the State of California, Environmental Acts as these acts pertain to the entire City Project. The District shall cooperate with the City to implement the applicable Environmental Mitigations for the District Facilities.

7. CONSTRUCTION AND INSPECTION RESPONSIBILITIES

All District Facilities furnished, constructed, and installed by the City's contractor shall be installed in compliance with the City Project Plans and Specifications. All materials furnished by the City's contractor must conform to the District's approved material list. Any and all deviations from Exhibits "A" through "F" must be approved by the District, in writing, prior to being made. Change Orders related to this work will not be paid for without the District's prior written approval.

The District shall be responsible to inspect the furnishing and installation of all District Facilities and the performance of the involved work by the City's contractor for compliance with the City Project Plans and Specifications. It is specifically understood that the District's inspection personnel shall have the authority to enforce the City Project Plans and Specifications for the involved facilities, which authority shall include the authority to require that any and all unacceptable materials, workmanship and/or installation be replaced, repaired or corrected by the City's contractor in accordance with the City Project Plans and Specifications. All inspection costs incurred by the District will be solely financed by the District. All contract administration and construction administration costs incurred by District will be paid solely by District.

The District will provide reasonably expeditious submittal review and responses, and approve change orders in a timely manner (5 EMWD working days or less) and will not delay the project construction. Both the District and the City agree to cooperate with each other to complete the work in an expeditious manner.The parties agree that coordinating their respective work is critical to avoiding conflicts, delays, and additional costs.

The District's inspector shall maintain good communication/coordination between the City and the City's contractor to keep all parties informed of the construction activities and any conflicts discovered during construction. If utility conflicts are encountered, the District shall work with said utility company to redesign/resolve the conflicts expeditiously (5 working days or less) in order to meet the project schedule.

8. RECIPROCAL INDEMNIFICATION

The District and the City, the Moreno Valley Community Services District (CSD), and the Moreno Valley Housing Authority, each hereby agree to indemnify, defend, save and hold harmless the other party and their respective officers, agents, servants and employees, of and from any liabilities, claims, demands, suits, action and cause of action arising out of or in any manner connected with any act or omission of such indemnifying party, performed in connection with such party's duties and obligations hereunder.

9. CITY/DISTRICT TO PROVIDE PROFESSIONAL SERVICES

For the period during which the City or its contractor control the job site, the City will provide, or cause to be provided, for the entire period of construction, professional services for construction surveying and geotechnical testing services, and City contract administration.

All costs for professional construction surveying and geotechnical testing services and City contract administration for District Facilities work will be solely financed by the District in accord with Section 2.

The City and District shall each provide, or cause to be provided, for the entire period of District Facilities work, professional services for project management, design, and plan conformance. Any District changes requiring design services will be paid by District and any City changes requiring design services will be paid by the City.

10. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding on each of the parties and their successors and assigns.

11. EFFECTIVE DATE

This Agreement shall become effective upon acceptance hereof by City and District and by execution by their respective authorized representatives.

12. NOTICES

All notices under this Agreement shall be sent as follows:

EMWD: Eastern Municipal Water District
2270 Trumble Road
P.O. Box 8300
Perris, CA 92572-8300
ATTN: Armando Arroyo, Senior Civil Engineer

CITY: City of Moreno Valley
14177 Frederick Street
PO Box 88005
Moreno Valley, CA 92552-0805
ATTN: Larry Gonzales, Senior Engineer, P.E.

Either party may change its address for notices by notifying the other party. All notices given at the most recent address specified shall be deemed to have been properly given.

13. GENERAL

This Agreement contains the entire agreement between the parties with respect to the matters herein provided for and may only be amended by a subsequent written Agreement executed by all parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated above.

CITY OF MORENO VALLEY	EASTERN MUNICIPAL WATER DISTRICT
By: _____ City Manager	By: _____ Paul D. Jones II, General Manager
Dated: _____	Dated: _____
APPROVED AS TO FORM:	ATTEST:
_____ City Attorney	_____ Rosemarie V. Howell, Board Secretary

Attachments:

Exhibit "A" – Perris Boulevard, South of Suburban Lane
Exhibit "B" – Perris Boulevard from Northern Dancer Drive to Krameria Avenue
Exhibit "C" – Perris Boulevard, South of Santiago Drive
Exhibit "D" – Perris Boulevard, South of Gentian Avenue
Exhibit "E" – Perris Boulevard, North of Gentian Avenue
Exhibit "F" – Perris Boulevard from Delphinium Avenue to Cactus Avenue
Exhibit "G" – Cost Estimate Summary
Exhibit "H" – Bid Item Prices for Perris Boulevard – EMWD Protection
Exhibit "I" – Bid Item Prices for EMWD Protection and R & R at Delphinium Avenue
Exhibit "J" – Materials Cost Estimate

W:\CapProj\CapProj\PROJECTS\Larry - 11-41570125 Perris Blvd. from PVSD Lateral B to Cactus Ave\Utility\Water - EMWD\Utility Agreement_EMWD 011413 v2.doc

EXHIBIT A

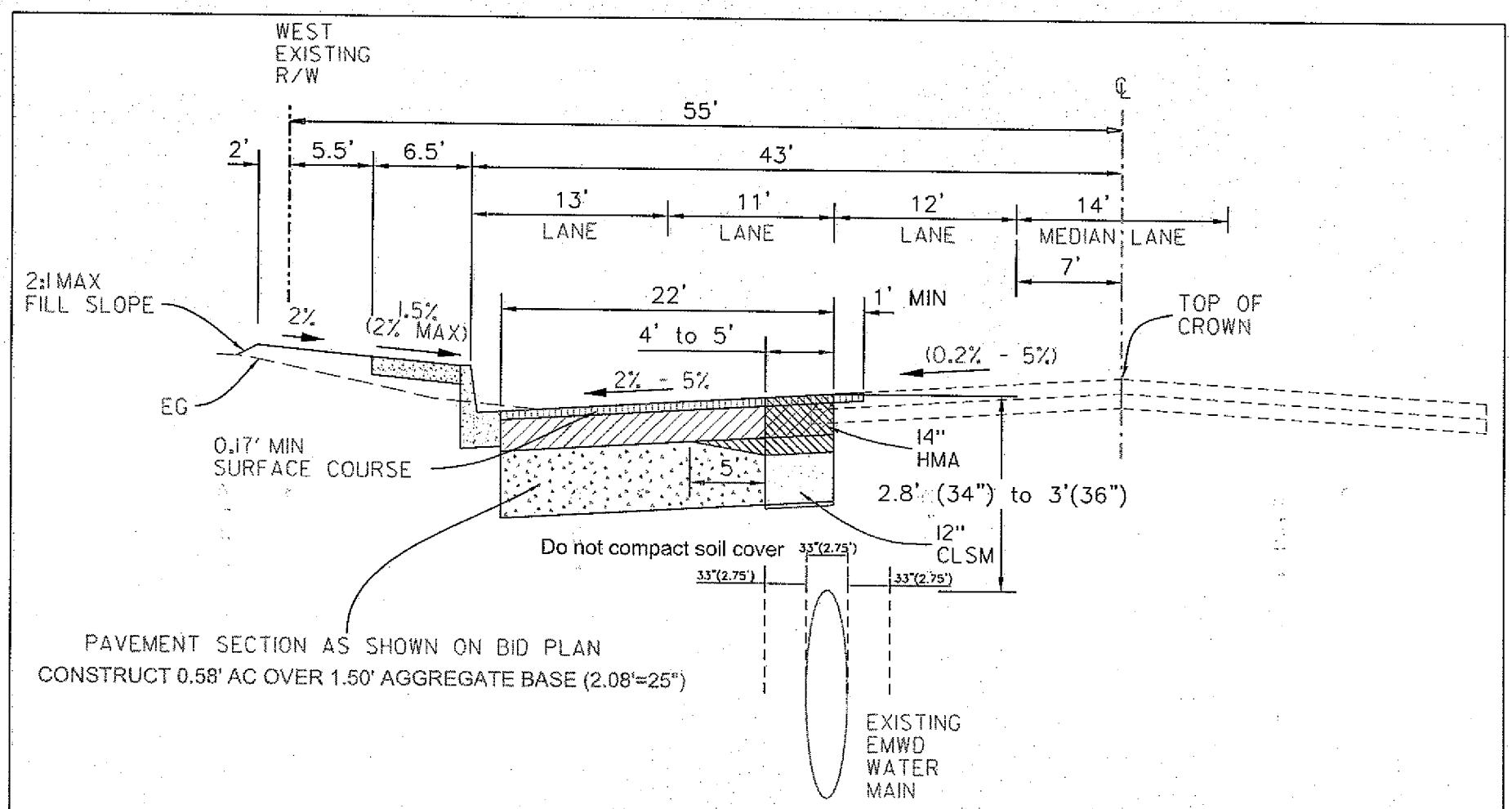

MODIFIED PAVEMENT SECTION ABOVE EMWD WATER MAIN

TYPICAL SECTION – SOUTH OF SUBURBAN LANE

HORIZ – 1"=10'
VERT – 1"=2'
STA 276+00 TO STA 279+90

Item No. A.7

MV00193208

EXHIBIT B

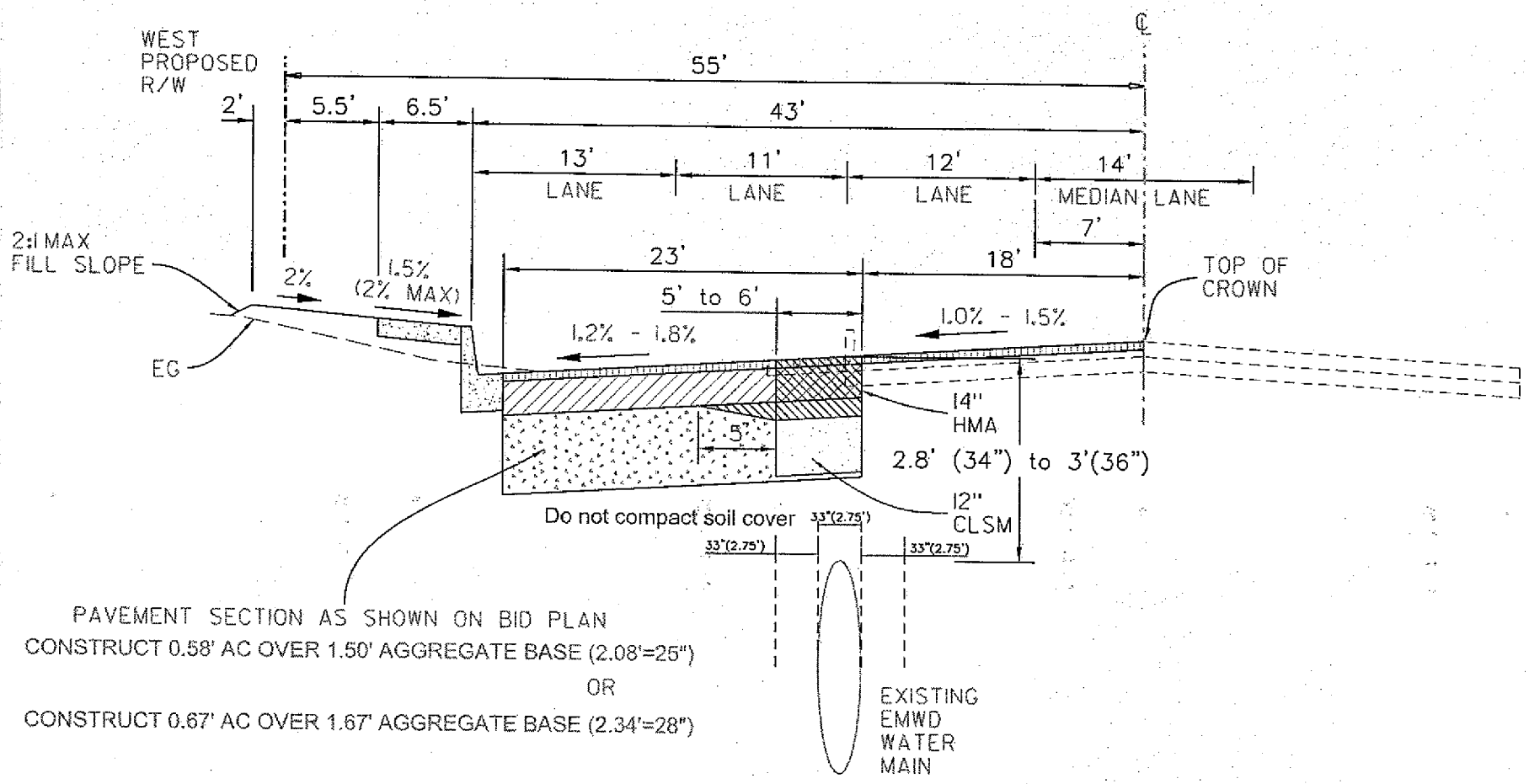

MODIFIED PAVEMENT SECTION ABOVE EMWD WATER MAIN

TYPICAL SECTION – NORTHERN DANCER DR TO KRAMERIA AVE

HORIZ – 1"=10'
VERT – 1"=2'

STA 290+50 TO STA 300+50

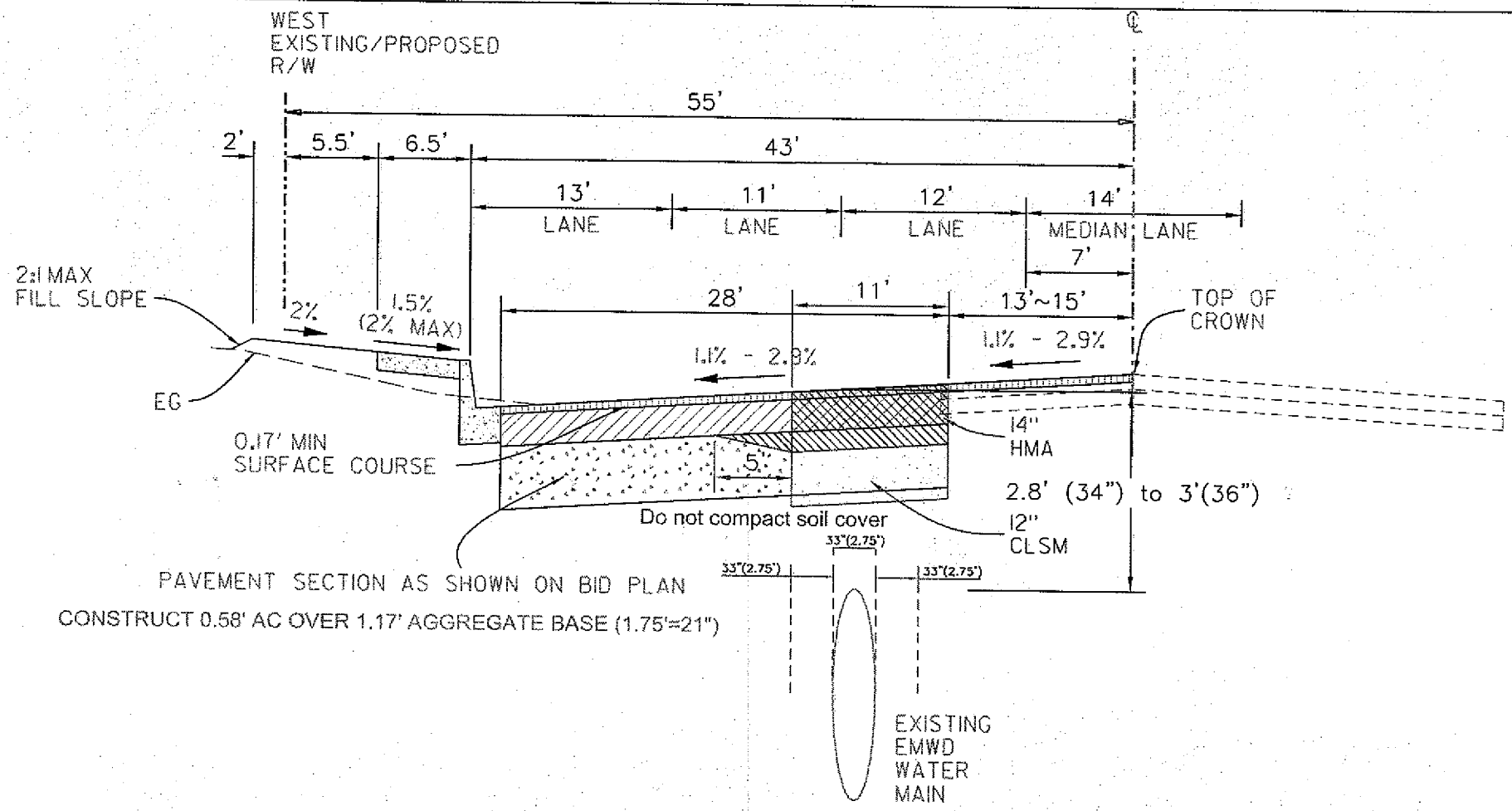

MODIFIED PAVEMENT SECTION ABOVE EMWD WATER MAIN

TYPICAL SECTION – SOUTH OF SANTIAGO DRIVE

HORIZ – 1"=10'
VERT – 1"=2'
STA 336+03 TO STA 340+09

Item No. A.7

EXHIBIT D

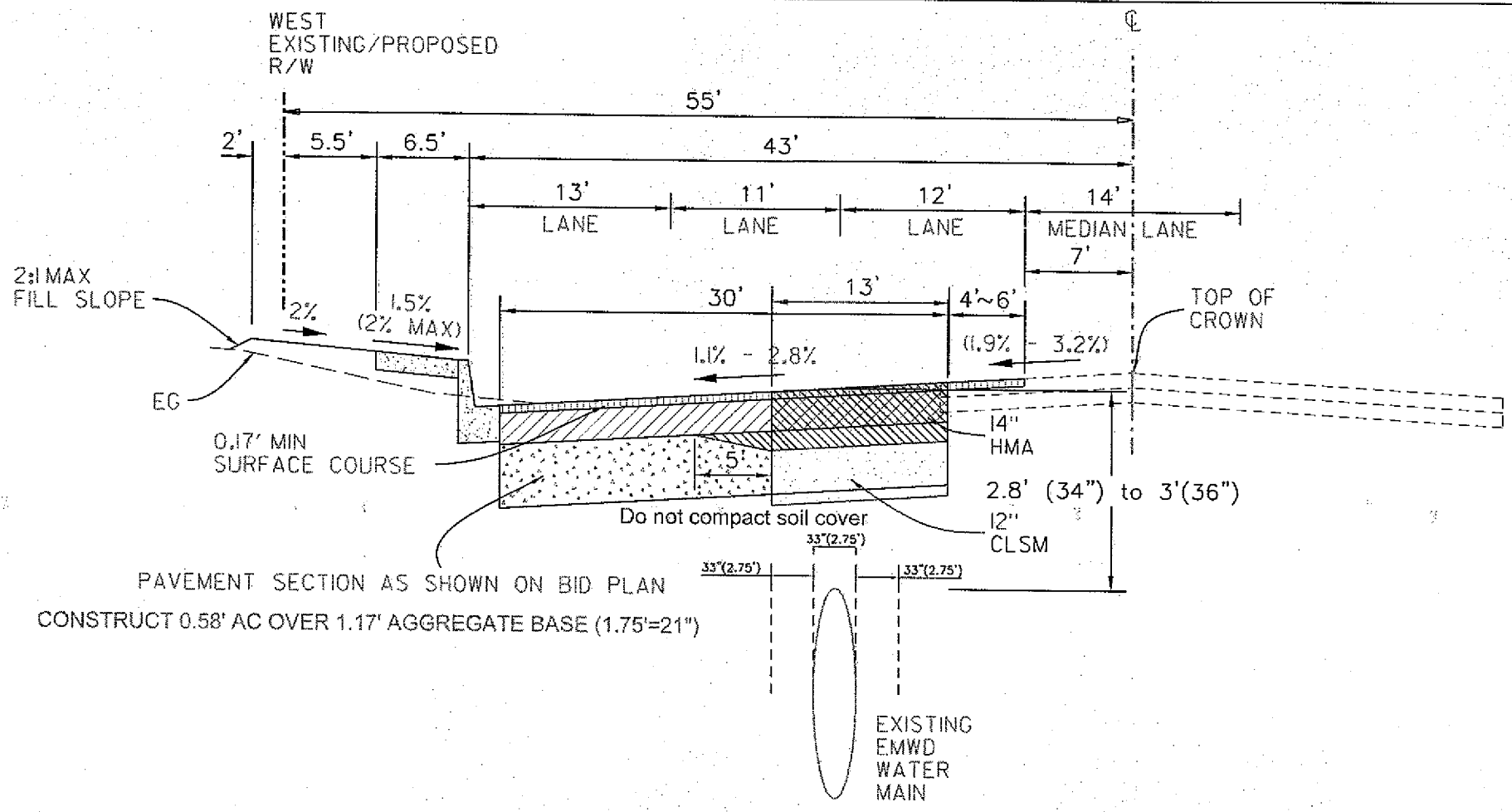

MODIFIED PAVEMENT SECTION ABOVE EMWD WATER MAIN

TYPICAL SECTION – GENTIAN AVE SOUTH

HORIZ – 1"=10'
VERT – 1"=2'
STA 340+41 TO STA 346+43

EXHIBIT E

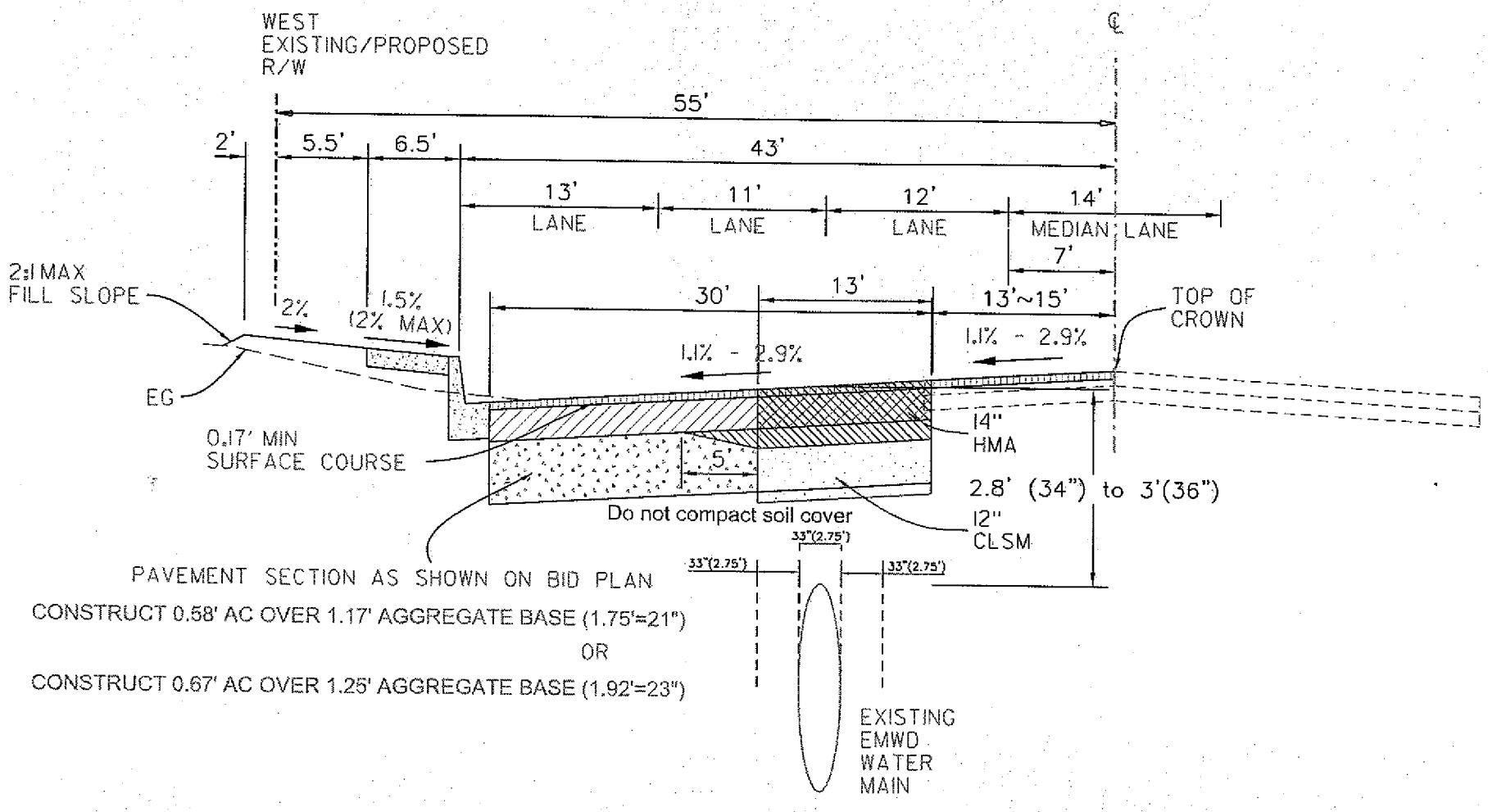

MODIFIED PAVEMENT SECTION ABOVE EMWD WATER MAIN

TYPICAL SECTION – GENTIAN AVE NORTH

HORIZ – 1"=10'
VERT – 1"=2'
STA 356+54 TO STA 359+93

Item No. A.7

MV00193212

EXHIBIT F

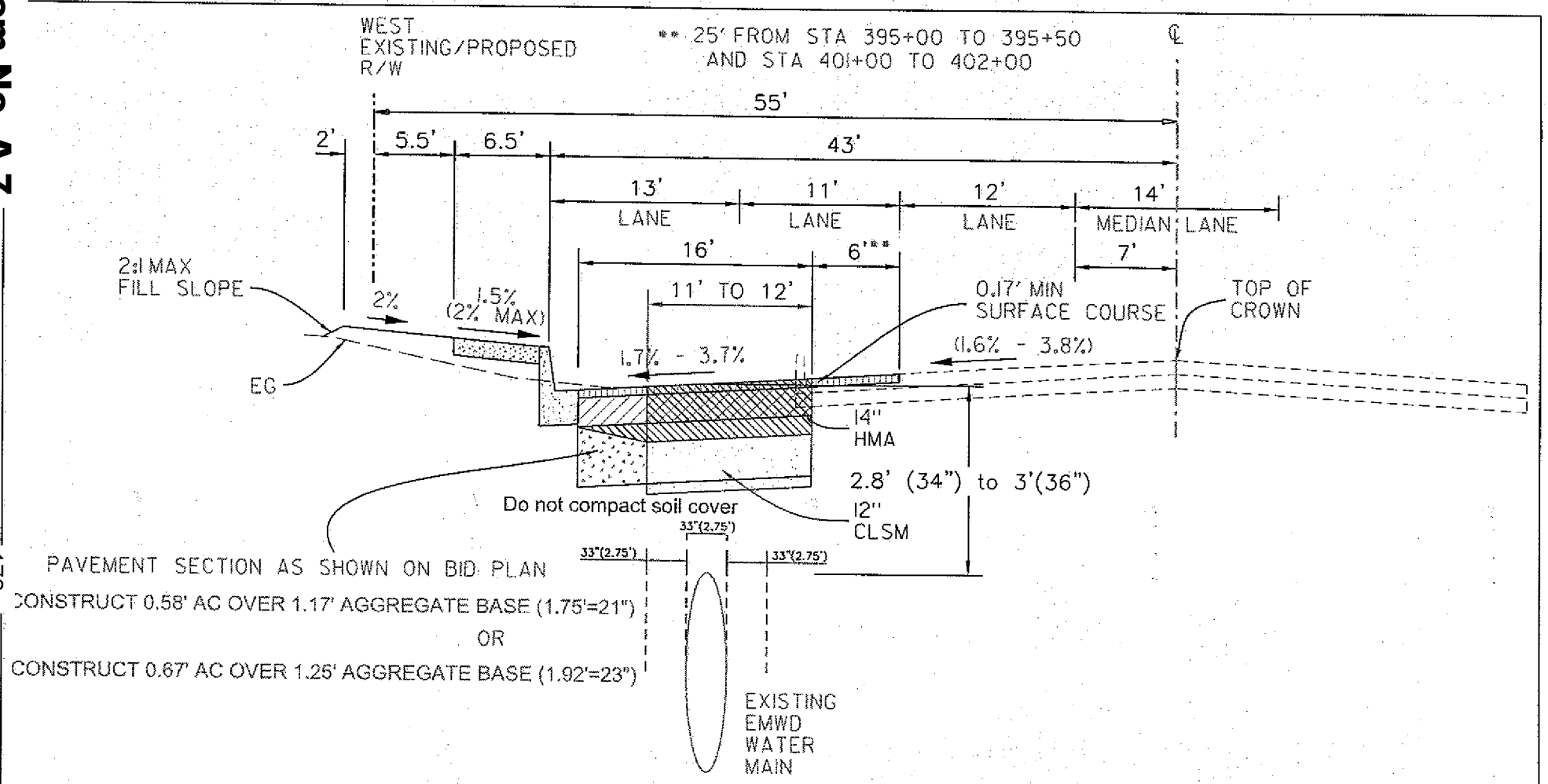

MODIFIED PAVEMENT SECTION ABOVE EMWD WATER MAIN

TYPICAL SECTION – DELPHINIUM AVE TO CACTUS AVE

HORIZ – 1"=10'
VERT – 1"=2'
STA 393+37 TO STA 404+33

Cost Estimate Summary

Perris Boulevard - EMWD Protection*		$149,972.00
EMWD Protection and R & R at Delphinium**		$22,055.40
Project Materials***		$48,082
	Total:	**$220,000.00** *(rounded)*

*See Exhibit "H" for detailed cost breakdown
**See Exhibit "I" for detailed cost breakdown
***See Exhibit "J" for detailed cost breakdown

Bid Item Prices for : PERRIS BLVD. - EMWD PROTECTION - Copy

Hillcrest Contracting JASON JONES 1/28/2013

	Item	Description	Quantity U/M	Unit Price	Total Price
2	1	EXCAVATE TRENCH	1,070.00 CY	$30.000	$32,100.00
2	2	FILL TRENCH WITH SLURRY	1,070.00 CY	$86.049	$92,072.00
2	3	BASE MATERIAL EXTRA COSTS	1.00 LS	$15,800.000	$15,800.00
2	4	AC PAVING EXTRA COSTS	1.00 LS	$10,000.000	$10,000.00
Phase	2	TRENCH & FILL WITH SLURR Subtotal			$149,972.00

BID TOTALS

Details Report For : PERRIS BLVD. - EMWD PROTECTION - Copy

Hillcrest Contracting JASON JONES 1/28/2013

Ph.	Item	Description	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Price	Total Price
2	1	EXCAVATE TRENCH	1,070.00	CY	$26.99	$28,879.30	11.15	30.00	$32,100.00

Activity EXCAVATION WITH BACKHOE **Crew** EXCAVATION WITH BACK **Activity Qty** 1,070.00 CY

	Rate:			Days:		
Day:	214.00	CY	Labor	5.00	TotalCost:	28,530.85
Hour:	26.80	CY	Equipment	5.00	UnitCost:	26.664
			Actual:	5.00		

Labor		Quantity	Hours		Days	Unit Cost	
GENFO	GENERAL FOREMAN G	1.00	9.00	HR	5.00	$78.56	$3,535.34
LAB 1	LABORER GROUP 1	2.00	8.00	HR	5.00	$59.15	$4,731.68
	The total contains overtime cost of :			$163.83		Total	$8,430.85

Equipment		Quantity	Hours		Days	Unit Cost	
TRPU	PICKUP TRUCK	1.00	8.00	HR	5.00	$20.00	$800.00
BKHOE	BACKHOE	1.00	8.00	HR	5.00	$135.00	$5,400.00
						Total	$6,200.00

Trucks		Quantity	Unit Cost	
SEMI	SEMI DUMP TRUCK	160.00	$85.00	$13,600.00
			Total	$13,600.00

Other		Quantity	Unit Cost	
EQM 1	EQUIPMENT MOVE RA	1.00	$300.00	$300.00
			Total	$300.00

Act Note:

Item Note:

Details Report For : PERRIS BLVD. - EMWD PROTECTION - Copy

Hillcrest Contracting | JASON JONES | 1/28/2013

Ph.	Item	Description	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Pricet	Total Price
2	2	FILL TRENCH WITH SLURRY	1,070.00	CY	$76.31	$81,652.37	12.76	86.05	$92,072.00

Activity POUR SLURRY **Crew** 5 MAN CONCRETE CREW **Activity Qty** 1,070.00 CY

	Rate:			Days:		
Day:	194.50	CY	Labor	5.50	TotalCost:	80,871.14
Hour:	24.30	CY	Equipment	5.50	UnitCost:	75.581
			Actual:	5.50		

Labor		Quantity	Hours		Days	Unit Cost	
4MPCC	FOREMAN CONCRETE	1.00	9.00	HR	5.50	$72.72	$3,599.59
MAS	CEMENT MASON	4.00	8.00	HR	5.50	$67.00	$11,792.53
LABPC	LABOR CONCRETE W	1.00	8.00	HR	5.50	$62.60	$2,754.49
	The total contains overtime cost of :		$164.53			Total	$18,311.14

Equipment		Quantity	Hours		Days	Unit Cost	
TRPU	PICKUP TRUCK	1.00	8.00	HR	5.50	$20.00	$880.00
TRCRE	CREW TRUCK	1.00	8.00	HR	5.50	$40.00	$1,760.00
						Total	$2,640.00

Material		Quantity	Unit Cost	
CONLO	CONCRETE LOAD ENVI	107.00	$50.00	$5,350.00
MISC L	CONCRETE LUMBER, E	1,070.00	$2.00	$2,140.00
SLURR	SLURRY	1,070.00	$49.00	$52,430.00
			Total	$59,920.00

Act Note:

Item Note:

Details Report For : PERRIS BLVD. - EMWD PROTECTION - Copy

Hillcrest Contracting | JASON JONES | 1/28/2013

Ph.	Item	Description	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Pricet	Total Price
2	3	BASE MATERIAL EXTRA COSTS	1.00	LS	$13,141.59	$13,141.59	20.22	15,800.00	$15,800.00

Activity PLACE BASE WITH SKIPLOADER *Crew* PLACE BASE SKIPLOADER *Activity Qty* 400.00 TN

	Rate:			Days:		
Day:	200.00	TN	Labor	2.00	TotalCost:	8,804.66
Hour:	25.00	TN	Equipment	2.00	UnitCost:	22.012
			Actual:	2.00		

Labor		Quantity	Hours		Days	Unit Cost	
GENFO	GENERAL FOREMAN G	1.00	8.00	HR	2.00	$78.56	$1,257.01
LAB 1	LABORER GROUP 1	2.00	8.00	HR	2.00	$59.15	$1,892.67
OROL	ROLLER OPERATOR G-	1.00	8.00	HR	2.00	$83.44	$1,334.98
						Total	$4,484.66

Equipment		Quantity	Hours		Days	Unit Cost	
SKIP	SKIPLOADER	1.00	8.00	HR	2.00	$100.00	$1,600.00
TRW20	WATER TRUCK 2000 G	1.00	8.00	HR	2.00	$95.00	$1,520.00
TRPU	PICKUP TRUCK	1.00	8.00	HR	2.00	$20.00	$320.00
RLPUP	ROLLER PUP	1.00	8.00	HR	2.00	$30.00	$480.00
						Total	$3,920.00

Material		Quantity	Unit Cost	
ABT&T	AGG BASE HAUL INCR	400.00	$1.00	$400.00
			Total	$400.00

Act Note:

Details Report For : PERRIS BLVD. - EMWD PROTECTION - Copy

Hillcrest Contracting JASON JONES 1/28/2013

Ph.	Item	Description	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Pricet	Total Price
2	3	BASE MATERIAL EXTRA COSTS	1.00	LS	$13,141.59	$13,141.59	20.22	15,800.00	$15,800.00

Activity GRADE BASE WITH SKIPLOADE **Crew** GRADE BASE WITH SKIPL **Activity Qty** 5,000.00 SF

	Rate:			Days:		
Day:	5,000.00	SF	Labor	1.00	TotalCost:	4,202.33
Hour:	625.00	SF	Equipment	1.00	UnitCost:	0.840
			Actual:	1.00		

Labor		Quantity	Hours		Days	Unit Cost	
GENFO	GENERAL FOREMAN G	1.00	8.00	HR	1.00	$78.56	$628.50
LAB 1	LABORER GROUP 1	2.00	8.00	HR	1.00	$59.15	$946.34
OROL	ROLLER OPERATOR G-	1.00	8.00	HR	1.00	$83.44	$667.49
						Total	$2,242.33

Equipment		Quantity	Hours		Days	Unit Cost	
SKIP	SKIPLOADER	1.00	8.00	HR	1.00	$100.00	$800.00
TRW20	WATER TRUCK 2000 G	1.00	8.00	HR	1.00	$95.00	$760.00
TRPU	PICKUP TRUCK	1.00	8.00	HR	1.00	$20.00	$160.00
RLPUP	ROLLER PUP	1.00	8.00	HR	1.00	$30.00	$240.00
						Total	$1,960.00

Act Note:

Item Note:

Details Report For : PERRIS BLVD. - EMWD PROTECTION - Copy

Hillcrest Contracting | JASON JONES | 1/28/2013

Ph.	Item	Description	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Pricet	Total Price
2	4	AC PAVING EXTRA COSTS	1.00	LS	$8,224.64	$8,224.64	21.58	10,000.00	$10,000.00

Activity PAVE OVER WATER LINE - L & E **Crew** PAVING CREW TWO (2) R **Activity Qty** 1,238.00 TN

	Rate:			Days:		
Day:	825.30	TN	Labor	1.50	TotalCost:	15,357.72
Hour:	103.20	TN	Equipment	1.50	UnitCost:	12.405
			Actual:	1.50		

Labor		Quantity	Hours		Days	Unit Cost	
OPM	PAVING MACHINE OPE	1.00	8.00	HR	1.50	$89.19	$1,070.24
OS	SCREEDMAN OPERAT	2.00	8.00	HR	1.50	$84.47	$2,027.35
OROL	ROLLER OPERATOR G-	2.00	8.00	HR	1.50	$83.44	$2,002.46
LAR	ASPHALT RAKER LABO	2.00	8.00	HR	1.50	$63.87	$1,532.93
LAS	ASPHALT SHOVELER L	2.00	8.00	HR	1.50	$60.66	$1,455.72
FMASP	FOREMAN ASPHALT	1.00	8.00	HR	1.50	$79.09	$949.02
						Total	$9,037.72

Equipment		Quantity	Hours		Days	Unit Cost	
TRPU	PICKUP TRUCK	1.00	8.00	HR	1.50	$20.00	$240.00
TRCRE	CREW TRUCK	1.00	8.00	HR	1.50	$40.00	$480.00
PAVMA	PAVING MACHINE	1.00	8.00	HR	1.50	$150.00	$1,800.00
RLGBV	ROLLER GRADE VIBRA	2.00	8.00	HR	1.50	$50.00	$1,200.00
SWEEP	SWEEPER	1.00	8.00	HR	1.50	$125.00	$1,500.00
						Total	$5,220.00

Other		Quantity	Unit Cost	
EQM 1	EQUIPMENT MOVE RA	2.00	$300.00	$600.00
EQM 2	EQUIPMENT MOVE RA	1.00	$500.00	$500.00
			Total	$1,100.00

Act Note:

Activity ORIGINAL L&E **Crew** MISCELLANEOUS **Activity Qty** 1.00 LS

	Rate:			Days:		
Day:	1.00	LS	Labor	1.00	TotalCost:	-7,217.54
Hour:	0.10	LS	Equipment	1.00	UnitCost:	-7,217.540
			Actual:	1.00		

Other		Quantity	Unit Cost	
PLUG	PLUG DETAILS	1,238.00	($5.83)	($7,217.54)
			Total	($7,217.54)

Act Note:

Item Note:

Details Report For : PERRIS BLVD. - EMWD PROTECTION - Copy

Hillcrest Contracting | JASON JONES | 1/28/2013

	Cost	*%MU*	*Price*
Labor	$42,507	25.00	$53,133
Equip	$19,940	15.00	$22,931
Equip.Rent	$0	15.00	$0
Material	$60,320	8.00	$65,146
Transportation	$13,600	15.00	$15,640
Sub/Service	$0	5.00	$0
Other	($5,818)	20.00	($6,981)
Bond	$1,349	20.00	$1,618
Total Bid	$131,898	13.70	$149,972
Total Margin	**$18,074**		

Bid Item Prices for : EMWD PROTECTION & R&R @ DELPHINIUM - Copy

Hillcrest Contracting JASON JONES 1/28/2013

	Item	Description	Quantity U/M	Unit Price	Total Price
2	1	REMOVE AC/DIRT FILL W/SLURRY & PLATE	360.00 SF	$14.290	$5,144.40
2	2	AC PAVE E/O X-GTR INCL AC/DIRT REMOVAL	1,000.00 SF	$8.460	$8,460.00
2	3	AC PAVE W.O X-GTR INCL AC/DIRT REMOVAL	900.00 SF	$9.390	$8,451.00
Phase 2		REVISED SLURY LIMIT & DE Subtotal			$22,055.40

BID TOTALS

Details Report For : EMWD PROTECTION & R&R @ DELPHINIU

Hillcrest Contracting | JASON JONES | 1/28/2013

Ph.	Item	Description	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Price	Total Price
2	1	REMOVE AC/DIRT FILL W/SLURRY & PLATE	360.00	SF	$12.42	$4,471.20	15.05	14.29	$5,144.40

Activity DIG OUT AND SLURRY BACK **Crew** 5 MAN CONCRETE CREW **Activity Qty** 360.00 SF

	Rate:				Days:		
Day:	720.00	SF	13 CY	Labor	0.50	TotalCost:	4,422.21
Hour:	90.00	SF		Equipment	0.50	UnitCost:	12.284
				Actual:	0.50		

Labor		Quantity	Hours		Days	Unit Cost	
4MPCC	FOREMAN CONCRETE	1.00	9.00	HR	0.50	$72.72	$327.24
MAS	CEMENT MASON	2.00	8.00	HR	0.50	$67.00	$536.02
LABPC	LABOR CONCRETE W	1.00	8.00	HR	0.50	$62.60	$250.41
LAB 1	LABORER GROUP 1	1.00	8.00	HR	0.50	$59.15	$236.58
	The total contains overtime cost of :			$14.96		Total	$1,365.21

Equipment		Quantity	Hours		Days	Unit Cost	
TRPU	PICKUP TRUCK	1.00	8.00	HR	0.50	$20.00	$80.00
TRCRE	CREW TRUCK	1.00	8.00	HR	0.50	$40.00	$160.00
BKHOE	BACKHOE	1.00	8.00	HR	0.50	$135.00	$540.00
TR10W	TEN WHEELER	1.00	8.00	HR	0.50	$85.00	$340.00
SAW	SAW CUT	1.00	8.00	HR	0.50	$125.00	$500.00
						Total	$1,620.00

Material		Quantity	Unit Cost	
CONLO	CONCRETE LOAD ENVI	2.00	$50.00	$100.00
SLURR	SLURRY	13.00	$49.00	$637.00
TRENC	TRENCH PLATES	1.00	$700.00	$700.00
			Total	$1,437.00

Act Note:

Item Note:

Details Report For : EMWD PROTECTION & R&R @ DELPHINIU

Hillcrest Contracting | JASON JONES | 1/28/2013

Ph.	Item	Description	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Pricet	Total Price
2	2	AC PAVE E/O X-GTR INCL AC/DIRT REMOVAL - 14"	1,000.00	SF	$7.36	$7,359.20	14.95	8.46	$8,460.00

Activity R & R AC/AB **Crew** PAVING CREW SKIPLOAD **Activity Qty** 1,000.00 SF

Rate:			Days:		
Day:	1,020.00 SF	84 TN AC	Labor	1.00	**TotalCost:** 7,220.53
Hour:	127.50 SF		Equipment	1.00	**UnitCost:** 7.221
			Actual:	1.00	

Labor		Quantity	Hours		Days	Unit Cost	
OROL	ROLLER OPERATOR G-	1.00	8.00	HR	1.00	$83.44	$667.49
FMASP	FOREMAN ASPHALT	1.00	8.00	HR	1.00	$79.09	$632.68
LAR	ASPHALT RAKER LABO	2.00	8.00	HR	1.00	$63.87	$1,021.95
LAS	ASPHALT SHOVELER L	1.00	8.00	HR	1.00	$60.66	$485.24
LAB 1	LABORER GROUP 1	1.00	8.00	HR	1.00	$59.15	$473.17
						Total	$3,280.53

Equipment		Quantity	Hours		Days	Unit Cost	
TRPU	PICKUP TRUCK	1.00	8.00	HR	1.00	$20.00	$160.00
SKIP	SKIPLOADER	1.00	8.00	HR	1.00	$100.00	$800.00
RLGBV	ROLLER GRADE VIBRA	1.00	8.00	HR	1.00	$50.00	$400.00
TRCRE	CREW TRUCK	1.00	8.00	HR	1.00	$40.00	$320.00
RLPUP	ROLLER PUP	1.00	4.00	HR	1.00	$30.00	$120.00
BKHOE	BACKHOE	1.00	4.00	HR	1.00	$135.00	$540.00
						Total	$2,340.00

Material		Quantity	Unit Cost	
TAC	SS 1-H EMULSION	1.00	$25.00	$25.00
			Total	$25.00

Trucks		Quantity	Unit Cost	
TRKSU	SUPER 10 DUMP TRUC	12.00	$85.00	$1,020.00
			Total	$1,020.00

Other		Quantity	Unit Cost	
EQM 1	EQUIPMENT MOVE RA	1.00	$300.00	$300.00
DMP2	DUMP FEES-AC/PCC	3.00	$85.00	$255.00
			Total	$555.00

Act Note:

Item Note:

Details Report For : EMWD PROTECTION & R&R @ DELPHINIU

Hillcrest Contracting | JASON JONES | 1/28/2013

	Cost	*%MU*	*Price*
Labor	$7,926	15.00	$9,115
Equip	$6,300	15.00	$7,245
Equip.Rent	$0	15.00	$0
Material	$1,487	15.00	$1,710
Transportation	$2,040	15.00	$2,346
Sub/Service	$0	15.00	$0
Other	$1,110	15.00	$1,277
Bond	$316	15.00	$363
Total Bid	$19,178	15.01	$22,055
Total Margin	**$2,878**		

PROJECT'S DETAILED COST ESTIMATE

EXHIBIT J

1	Bid Cost: Perris Boulevard Seg. 2 Estimates - South of Suburban				
Item	Description of Construction Items	Quantity	Unit	Bid Unit Cost	Item Cost
1	Roadway Excavation	753	CY	$20.20	$15,208
2	Asphalt Concrete	287	TN	$70.00	$20,097
3	Aggregate Base	367	CY	$24.00	$8,800
	TOTAL CONSTRUCTION COST				$44,105

1	Revised Cost: Perris Boulevard Seg. 2 Estimates - South of Suburban				
Item	Description of Construction Items	Quantity	Unit	Unit Cost	Item Cost
1	Roadway Excavation	702	CY	$20.20	$14,183
2	Asphalt Concrete	353	TN	$70.00	$24,717
3	Aggregate Base	283	CY	$24.00	$6,800
4	12" CLSM	56	CY	$120.00	$6,667
	TOTAL CONSTRUCTION COST				$52,367

Total Cost Difference	$8,262
AC Cost Difference	$4,620
AB Cost Difference	-$2,000

2	Bid Cost: Perris Boulevard Improvement - Seg. 1 - Northern Dancer to Krameria				
Item	Description of Construction Items	Quantity	Unit	Unit Cost	Item Cost
1	Roadway Excavation	3,066	CY	$17.40	$53,346
2	Asphalt Concrete	1,221	TN	$70.00	$85,478
3	Aggregate Base	1,519	CY	$23.60	$35,842
	TOTAL CONSTRUCTION COST				$174,666

2	Revised Cost: Perris Boulevard Improvement - Seg. 1 - Northern Dancer to Krameria				
Item	Description of Construction Items	Quantity	Unit	Unit Cost	Item Cost
1	Roadway Excavation	2,819	CY	$17.40	$49,059
2	Asphalt Concrete	1,460	TN	$70.00	$102,219
3	Aggregate Base	1,163	CY	$23.60	$27,438
4	12" CLSM	222	CY	$120.00	$26,667
	TOTAL CONSTRUCTION COST				$205,383

Total Cost Difference	$30,717
AC Cost Difference	$16,741
AB Cost Difference	-$8,404

3	Bid Cost: Perris Boulevard Improvement - Seg. 1 - South of Santiago				
Item	Description of Construction Items	Quantity	Unit	Unit Cost	Item Cost
1	Roadway Excavation	913	CY	$17.40	$15,879
2	Asphalt Concrete	390	TN	$70.00	$27,283
3	Aggregate Base	388	CY	$23.60	$9,163
	TOTAL CONSTRUCTION COST				$52,325

3	Revised Cost: Perris Boulevard Improvement - Seg. 1 - South of Santiago				
Item	Description of Construction Items	Quantity	Unit	Unit Cost	Item Cost
1	Roadway Excavation	837	CY	$17.40	$14,556
2	Asphalt Concrete	545	TN	$70.00	$38,125
3	Aggregate Base	236	CY	$23.60	$5,563
4	12" CLSM	130	CY	$120.00	$15,644
	TOTAL CONSTRUCTION COST				$73,888

Total Cost Difference	$21,563
AC Cost Difference	$10,842
AB Cost Difference	-$3,600

PROJECT'S DETAILED COST ESTIMATE

4	Bid Cost: Perris Boulevard Improvement - Seg. 1 - Gentian South				
Item	Description of Construction Items	Quantity	Unit	Unit Cost	Item Cost
1	Roadway Excavation	1,818	CY	$17.40	$31,634
2	Asphalt Concrete	776	TN	$70.00	$54,353
3	Aggregate Base	774	CY	$23.60	$18,255
	TOTAL CONSTRUCTION COST				$104,242

4	Revised Cost: Perris Boulevard Improvement - Seg. 1 - Gentian South				
Item	Description of Construction Items	Quantity	Unit	Unit Cost	Item Cost
1	Roadway Excavation	1,702	CY	$17.40	$29,621
2	Asphalt Concrete	1,012	TN	$70.00	$70,847
3	Aggregate Base	541	CY	$23.60	$12,778
4	12" CLSM	198	CY	$120.00	$23,800
	TOTAL CONSTRUCTION COST				$137,046
				Total Cost Difference	$32,804
				AC Cost Difference	$16,493
				AB Cost Difference	-$5,476

5	Bid Cost: Perris Boulevard Improvement - Seg. 1 - Gentian North				
Item	Description of Construction Items	Quantity	Unit	Unit Cost	Item Cost
1	Roadway Excavation	1,045	CY	$17.40	$18,175
2	Asphalt Concrete	452	TN	$70.00	$31,620
3	Aggregate Base	445	CY	$23.60	$10,497
	TOTAL CONSTRUCTION COST				$60,291

5	Revised Cost: Perris Boulevard Improvement - Seg. 1 - Gentian North				
Item	Description of Construction Items	Quantity	Unit	Unit Cost	Item Cost
1	Roadway Excavation	976	CY	$17.40	$16,982
2	Asphalt Concrete	583	TN	$70.00	$40,821
3	Aggregate Base	311	CY	$23.60	$7,348
4	12" CLSM	113	CY	$120.00	$13,560
	TOTAL CONSTRUCTION COST				$78,711
				Total Cost Difference	$18,420
				AC Cost Difference	$9,201
				AB Cost Difference	-$3,149

6	Bid Cost: Perris Boulevard Seg. 2 Estimates - Cactus to Delphinium				
Item	Description of Construction Items	Quantity	Unit	Bid Unit Cost	Item Cost
1	Roadway Excavation	1,854	CY	$20.20	$37,449
2	Asphalt Concrete	813	TN	$70.00	$56,909
3	Aggregate Base	789	CY	$24.00	$18,945
	TOTAL CONSTRUCTION COST				$113,303

6	Revised Cost: Perris Boulevard Seg. 2 Estimates - Cactus to Delphinium				
Item	Description of Construction Items	Quantity	Unit	Unit Cost	Item Cost
1	Roadway Excavation	1,619	CY	$20.20	$32,709
2	Asphalt Concrete	1,137	TN	$70.00	$79,590
3	Aggregate Base	302	CY	$24.00	$7,248
4	12" CLSM	375	CY	$120.00	$44,960
	TOTAL CONSTRUCTION COST				$164,507
				Total Cost Difference	$51,204
				AC Cost Difference	$22,681
				AB Cost Difference	-$11,697

PROJECT'S DETAILED COST ESTIMATE

7	New Pavement Section Cost: Perris Boulevard Seg. 2 Estimates - East of Delphinium Intersection				
	From Station 392+21.95 to Sta.393+19.67				
Item	Description of Construction Items	Quantity	Unit	Bid Unit Cost	Item Cost
1	Roadway Excavation	132	CY	$20.20	$2,670
2	Asphalt Concrete	61	TN	$70.00	$4,298
3	Aggregate Base	57	CY	$24.00	$1,358
	TOTAL CONSTRUCTION COST				$8,326

7	New Revised Section Cost: Perris Boulevard Seg. 2 Estimates - East of Delphinium Intersection				
	From Station 392+21.95 to Sta.393+19.67				
Item	Description of Construction Items	Quantity	Unit	Unit Cost	Item Cost
1	Roadway Excavation	98	CY	$20.20	$1,981
2	Asphalt Concrete	107	TN	$70.00	$7,485
3	Aggregate Base	0	CY	$24.00	$0
4	12" CLSM	28	CY	$120.00	$3,409
	TOTAL CONSTRUCTION COST				$12,874

Total Cost Difference	$4,549
AC Cost Difference	$3,186
AB Cost Difference	$1,358
Grand Total Cost Difference	$167,518
Grand AC Cost Difference	$83,765
Grand AB Cost Difference	$35,684
Grand AC+AB Difference	$48,082

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MV00193229

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: February 26, 2013

TITLE: APPROVE THE COOPERATIVE AGREEMENT WITH RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR THE MORENO MASTER DRAINAGE PLAN LINE F, STAGE 2, AND AUTHORIZE THE APPROPRIATION OF FUNDS, PROJECT NO. 804 0005 70 77

RECOMMENDED ACTION

Recommendations:

1. Approve the Cooperative Agreement with Riverside County Flood Control and Water Conservation District (the District) for the Moreno Master Drainage Plan Line F, Stage 2, subject to final acceptance of any changes by the City Manager and City Attorney, as well as approval of the appropriation of monies subject to the County Board of Supervisors approving the Cooperative Agreement and funding.

2. Authorize the City Manager to execute the Cooperative Agreement upon concurrence by the District.

3. Authorize the City Manager to approve any minor changes that may be requested by the District subject to the approval of the City Attorney.

4. Authorize the City Manager to execute any future amendments subject to the approval of the City Attorney.

5. Authorize the following appropriations: Revenue appropriation of up to $4,000,000 (3002-99-99-93002); Expense appropriation of up to $4,000,000 (3002-70-77-80004) in the Public Works General Capital Projects fund.

BACKGROUND

On February 23, 1999, the City Council certified an Environmental Impact Report and a Statement of Overriding Findings which was approved in conjunction with the adoption of the Aquabella Specific Plan (SP 218) (previously Moreno Valley Field Station Specific Plan). The current proposed Cactus Avenue and Nason Street improvements were described and included as part of the approved Aquabella Specific Plan.

On November 22, 2005, the City Council approved an Addendum to the previously certified EIR for the Aquabella Specific Plan.

On December 13, 2005, the City Council, adopted an Ordinance for the Development Agreement and approved the Aquabella Specific Plan Amendment.

On April 26, 2011, the City Council approved an Economic Development Action Plan that re-sequenced Capital Improvement projects to accelerate the street improvements on Cactus Avenue between Lasselle Street and Nason Street, and the extension of Nason Street southerly to connect Cactus Avenue with Iris Avenue.

On June 14, 2011, the City Council approved the Fiscal Year 2011/2012 Capital Improvement Program budget for Cactus Avenue between Lasselle Street and Nason Street, and the extension of Nason Street southerly to connect Cactus Avenue with Iris Avenue.

On March 13, 2012, the City Council approved the award of the construction contract for the Cactus Avenue/Nason Street Improvement Project to Sully-Miller Contracting Company. The Cactus Avenue/Nason Street Improvement Project included flood control facilities of storm drain Line I, J, J-9 and channel Line F, Stage 2 and as part of that City Council Staff Report, it was stated that the project is within the scope of the previously certified Environmental Impact Report and that none of the conditions that call for a Subsequent Environmental Impact Report have occurred. Unfortunately, sufficient funding was not available at that time to fund the ultimate improvements for the flood control channel Line F, Stage 2.

The proposed Moreno Drainage Plan Line F, Stage 2 project will comply with applicable mitigation measures included in the Mitigation Monitoring and Reporting Program that was approved with previously certified Environmental Impact Report.

DISCUSSION

In late October 2012, City staff revisited the funding of Moreno Master Drainage Plan (MDP) Line F, Stage 2 with the District. Following the District's mid-year budget review, sufficient funds in the amount of up to $4 Million were available to assist the City with the completion of MDP Line F, Stage 2, and the District has provided a Cooperative Agreement to stipulate the terms and conditions. In addition to the District's maximum monetary contribution in the amount of $4 Million, the Cooperative Agreement indicates that the City will prepare the bidding documents, advertise and administer the project

construction, convey necessary right of way to the District and when construction is complete to the District's satisfaction, the District will take over the ownership and maintenance of the improvements.

The limits of improvements for the proposed MDP Line F, Stage 2 are approximately 4,500 feet long and starts 800 feet west of Oliver Street to join the existing improved channel in the proximity of Grande Vista Drive and Iris Avenue intersection. The work involved is to fully improve the existing earthen trapezoidal flood control channel with concrete lining. This will complete a 'missing gap' of fully improved MDP Line F between Cactus Avenue and the southerly City limit, a distance of 5.5 Miles. It will also complete a majority of the public infrastructure in the City center area to help the City promote and attract new medical related developments, furthering and building upon the expansions underway by surrounding medical facilities which is consistent with the City's Economic Development Action Plan approved by the City Council in April 2011.

The construction of MDP Line F, Stage 2 will ultimately convey approximately 7,000 cubic feet per second of drainage runoff including concentrated flows from the newly built 10,000 feet of Lines I, J-9 and J storm drains.

ALTERNATIVES

1. Approve and authorize the recommended action as presented in this staff report. *This alternative will provide for the timely construction of Moreno MDP Line F, Stage 2.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the construction of Moreno MDP Line F, Stage 2, which may lead to loss of funds currently offered by the District*

FISCAL IMPACT

Pursuant to the terms of the subject Cooperative Agreement between the District and the City, the District will contribute up to $4,000,000 to construct MDP Line F, Stage 2 flood control channel. There is no impact on the General Fund.

Budget Appropriation

Cat.	Fund	Project No (PN) G/L Account (GL)	Type	Original Budget	Proposed Adjustment	Revised Budget
CIP	Revenue	G/L – 3002-99-99-93002	REV	$0	$0	$4,000,000
CIP	Public Works General Capital Projects Fund (3002)	PN – 804 0005 70 77	EXP	$0	$4,000,000	$4,000,000
		G/L – 3002-70-77-80004		$3,958,713	$4,000,000	$7,958,713

TOTAL FUNDS FOR CONSTRUCTION:

Fiscal Year 2012/2013:

(G/L No. 3002-70-77-80004, PN 804 0005 70 77) Appropriation..... $4,000,000

Total Budget..... $4,000,000

ESTIMATED PROJECT COSTS:

Design Phase Costs	$50,000
Contractor Construction Costs (includes Contingency)	$3,650,000
Construction Design Support Services	$60,000
Construction Survey Services	$40,000
Construction Geotechnical Services	$60,000
Project Administration *	$140,000
Total Estimated Project Costs	$4,000,000

** Public Works and consultant staff will provide Project Administration including inspection services.*

ANTICIPATED PROJECT SCHEDULE:

Start Construction	May/June 2013
Anticipated Completion of Construction	October/November 2013

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

Pursuant to the proposed Cooperative Agreement with the Riverside County Flood Control and Water Conservation District, the District will contribute up to $4 Million for the City to complete 4,500 feet of the Moreno Master Drainage Plan Line F, Stage 2 flood control channel.

ATTACHMENTS

Attachment 1: Location Map
Attachment 2: Cooperative Agreement

Prepared By:
Viren A. Shah, P.E.
Consultant Project Manager

Department Head Approval:
Barry Foster
Community and Economic Development Director

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00193235

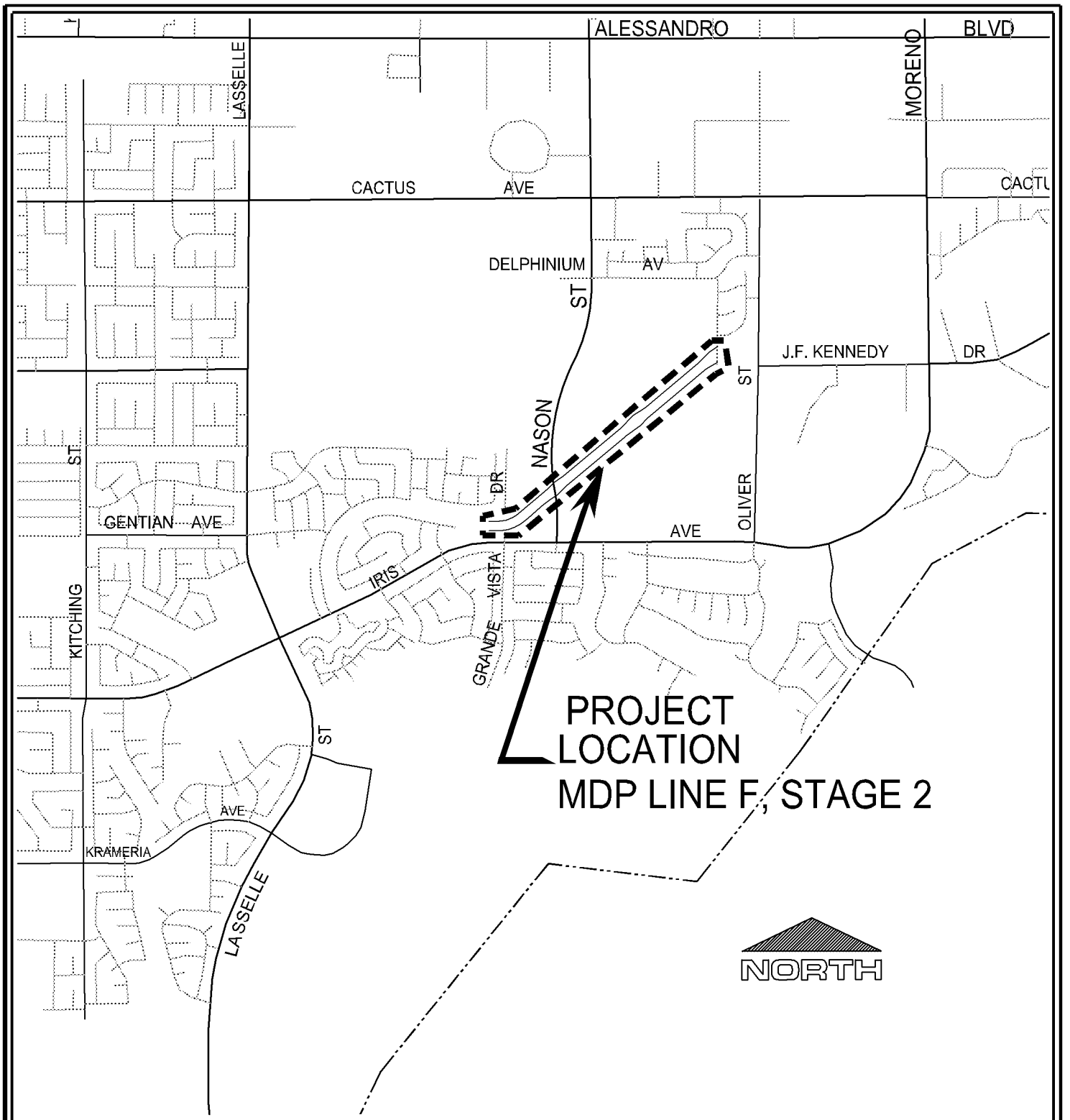

LOCATION MAP

Public WorksDepartment
Capital Projects Division

Scale: None

ATTACHMENT 1

MORENO MASTER DRAINAGE PLAN
LINE F, STAGE 2 CHANNEL IMPROVEMENTS
PROJECT NUMBER 804 0005 70 77

Date: 04 Feb 13 – 2:43 pm
File: W:\CapProj\CapProj\PROJECTS\Viren – 804 0005 70 77 Line F\Design Phase\Auto CAD\Location_Map\Location Map.dwg
User: deepaks

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MV00193237

COOPERATIVE AGREEMENT
Moreno Master Drainage Plan Line F, Stage 2
(Project No. 4-0-00752)

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", and the CITY OF MORENO VALLEY, hereinafter called "CITY", hereby agree as follows:

RECITALS

A. DISTRICT, CITY and Moreno Valley Properties, L.P. previously entered into that certain cooperative agreement, hereinafter called "AGREEMENT", dated June 17, 2008, providing for Moreno Valley Properties, L.P. to construct Moreno Master Drainage Plan (MDP) Line F, Stage 2 project in order to provide flood protection and drainage for its planned development of Parcel Map No. 33532; and

B. Pursuant to AGREEMENT, CITY and DISTRICT reviewed and approved the improvement plans for Moreno MDP Line F, Stage 2 project as shown on District Drawing No. 4-912 on November 9, 2007 and October 31, 2008, respectively; and

C. At the Moreno Valley Properties, L.P.'s request due to unfavorable changes in market conditions following the execution of AGREEMENT, DISTRICT, CITY and Moreno Valley Properties, L.P. entered into that certain other agreement, hereinafter called "TERMINATION AGREEMENT", dated May 18, 2010, setting forth the terms and conditions by which DISTRICT, CITY and Moreno Valley Properties, L.P. were each released from their respective obligations set forth in AGREEMENT; and

D. CITY now wishes to expedite the construction of the Moreno MDP Line F, Stage 2 project; and

E. The Moreno MDP Line F, Stage 2 project consists of the construction of (i) approximately 4,500 lineal feet of concrete trapezoidal channel, hereinafter called

"CHANNEL", as shown in concept in green on Exhibit "A" attached hereto and made a part hereof, and (ii) thirteen (13) underground storm drain segments, totaling approximately 1,200 lineal feet, and their associated outlet structures that are to be located within portions of DISTRICT'S future CHANNEL right of way, hereinafter called "LATERALS", as shown in concept in red on Exhibit "A". At the downstream terminus of CHANNEL, CHANNEL connects to DISTRICT'S existing Line F Channel, as shown on DISTRICT Drawing No. 4-527. Construction of CHANNEL also includes the removal and replacement of approximately 470 lineal feet of DISTRICT's existing Line F Channel. Together, CHANNEL and LATERALS are hereinafter called "DISTRICT DRAINAGE FACILITIES"; and

F. Associated with the construction of DISTRICT DRAINAGE FACILITIES is the construction of a mitigation channel and various lateral storm drain facilities, hereinafter called "APPURTENANCES", which are to be located outside of DISTRICT'S future CHANNEL right of way. Together, DISTRICT DRAINAGE FACILITIES and APPURTENANCES are hereinafter called "PROJECT"; and

G. CITY desires DISTRICT to contribute funding towards CITY'S construction of PROJECT; and

H. CITY also desires DISTRICT to accept ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES, with the recognition and understanding that the actual acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance by DISTRICT is entirely dependent upon the execution of this Cooperative Agreement and DISTRICT DRAINAGE FACILITIES being constructed in strict accordance with plans and specifications approved by DISTRICT; and

I. DISTRICT wishes to provide a financial contribution as set forth herein in support of CITY's efforts to construct PROJECT; and

J. DISTRICT'S financial contributions shall be as follows:

(i) One hundred percent (100%) of the lowest responsible bid contract price for PROJECT, hereinafter called "INITIAL CONTRIBUTION", plus up to an additional ten percent (10%) to offset any construction contract change orders, hereinafter called "CHANGE ORDERS CONTRIBUTION"; and

(ii) An additional ten percent (10%) of the lowest responsible bid contract price to offset CITY's costs associated with construction contract administration, construction inspection, construction survey and materials testing services, hereinafter called "ADMINISTRATIVE CONTRIBUTION"; and.

K. Altogether, INITIAL CONTRIBUTION, CHANGE ORDERS CONTRIBUTION and ADMINISTRATIVE CONTRIBUTION are hereinafter called "DISTRICT TOTAL CONTRIBUTION". DISTRICT TOTAL CONTRIBUTION shall not exceed a total sum of four million dollars ($4,000,000) ; and

L. The purpose of this Cooperative Agreement is to memorialize the understandings by and between CITY and DISTRICT with respect to the funding, design, construction, inspection, ownership, operation and maintenance of PROJECT.

NOW THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties hereto mutually agree as follows:

SECTION I

CITY shall:

1. Pursuant to the California Environmental Quality Act (CEQA), act as sole Lead Agency and assume responsibility for the preparation, circulation, and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT.

2. Prior to advertising PROJECT for construction, submit to DISTRICT for review and approval any changes to the PROJECT plans as previously approved by DISTRICT on October 31, 2008, hereinafter called "PROJECT PLANS".

3. Obtain, at its sole cost and expense, all necessary licenses, permits, agreements, approvals, rights of way, rights of entry and temporary construction easements as may be necessary to construct, inspect, operate and maintain PROJECT.

4. Submit to DISTRICT for review and approval copies of all permits, approvals or agreements as may be required by any Federal, State or local resource and/or regulatory agency for the construction, operation and maintenance of PROJECT prior to CITY's acceptance or execution thereof. Such documents, hereinafter called "REGULATORY PERMITS", may include, but are not limited to, a Section 404 permit issued by the U.S. Army Corps of Engineers, a Streambed Alteration Agreement issued by the California Department of Fish and Game, a Section 401 Water Quality Certification issued by the California Regional Water Quality Control Board (CRWQCB) and National Pollutant Discharge Elimination System Permit issued by the State Water Resources Control Board or CRWQCB.

5. Advertise, award and administer a public works construction contract for the PROJECT.

6. Provide DISTRICT with written notice that CITY has awarded a construction contract for PROJECT. The written notice shall include the Contractor's actual bid amount for PROJECT, which shall establish the amount for INITIAL CONTRIBUTION as set forth herein.

7. Invoice DISTRICT for one hundred percent (100%) of INITIAL CONTRIBUTION and an additional ten percent (10%) for ADMINISTRATIVE CONTRIBUTION, at the time of providing written notice to DISTRICT of the award of a construction contract, as set forth in Section I.6.

8. Endeavor to begin PROJECT construction within twelve (12) months of execution of this Agreement.

9. Keep an accurate accounting of all construction change orders; payment vouchers and any other construction contract documents as may be necessary to establish the actual cost of construction change orders for PROJECT.

10. Construct or cause to be constructed, PROJECT pursuant to a CITY administered public works construction contract, in accordance with DISTRICT approved PROJECT PLANS, and pay all costs associated therewith.

11. Inspect PROJECT construction or cause PROJECT's construction to be inspected by its construction manager.

12. Furnish, or cause its construction manager to furnish all construction survey and materials testing services necessary to construct PROJECT.

13. Grant DISTRICT, by execution of this Agreement, the right to enter upon property owned or controlled by CITY where necessary and convenient for the purpose of gaining access to, and performing inspection service for, the construction of PROJECT.

14. Not permit any change to, or modification of, the DISTRICT approved PROJECT PLANS without DISTRICT's prior written consent. Failure to do so shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to provide written notice to CITY that DISTRICT is unable to perform its obligations hereunder, nor to accept responsibility for ownership, operation and maintenance of DISTRICT DRAINAGE FACILITIES due, either in whole or in part, to said breach of this Agreement.

15. Require its PROJECT construction contractor(s) to procure and maintain comprehensive liability insurance which shall protect DISTRICT and County of Riverside from claims for damages for personal injury, including accidental or wrongful death, as well as from

claims for property damage, which may arise from CITY's or its contractor's(s') construction of PROJECT or the performance of its obligations hereunder, whether such construction or performance be by CITY, the aforementioned construction contractor(s), or any subcontractors to said construction contractor(s), or by anyone employed directly or indirectly by said construction contractor(s) or subcontractors. Such insurance shall provide for coverage limits of not less than two million dollars ($2,000,000) per occurrence and shall name DISTRICT and County of Riverside as additional insureds with respect to this Agreement and the obligations of CITY hereunder. Said insurance coverage shall be provided by an insurance company licensed to transact insurance business in the State of California, having an A.M. Best rating of A: VIII (A:8) or better, and shall be evidenced by a certificate (or certificates) of insurance indicating that the insurance is in full force and effect and that the DISTRICT and the County of Riverside are named as additional insureds. Said certificate(s) of insurance shall contain the covenant of the insurance carrier(s) that sixty (60) days written notice shall be provided to DISTRICT prior to any modification, cancellation, or reduction in coverage of said insurance.

Prior to CITY issuing a Notice to Proceed to its construction contractor(s) to begin construction of PROJECT, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT.

16. Require its construction contractor(s) to comply with all Cal/OSHA safety regulations, including regulations concerning confined space and maintain a safe working environment for all CITY and DISTRICT employees on the site.

17. Within two (2) weeks of completing PROJECT construction, provide DISTRICT (Attention: Contract Administration Section) with written notice that PROJECT construction is substantially complete and request DISTRICT to conduct a final inspection of PROJECT.

18. Assume ownership and sole responsibility for the operation and maintenance of PROJECT until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES as set forth herein. CITY shall continue thereafter to own and have sole responsibility for the operation and maintenance of APPURTENANCES.

19. Upon completion of PROJECT construction but prior to DISTRICT'S acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, provide or cause its construction manager to provide DISTRICT with appropriate engineering documentation necessary to establish that PROJECT was constructed in accordance with DISTRICT approved PROJECT PLANS.

20. Upon completion of PROJECT construction but prior to DISTRICT's acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, provide or cause its civil engineer of record or construction civil engineer of record, duly registered in the State of California, to provide DISTRICT with a redlined "RECORD DRAWINGS" copy of PROJECT plans. After DISTRICT approval of the redlined "RECORD DRAWINGS", CITY'S engineer shall schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT'S original mylars at DISTRICT'S office, after which the CITY's engineer shall review, stamp and sign PROJECT plans "RECORD DRAWINGS".

21. Upon completion of PROJECT construction and settlement of any outstanding claims, provide DISTRICT with a copy of the CITY's recorded Notice of Completion prior to DISTRICT's acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance.

22. Upon completion of PROJECT construction but prior to DISTRICT's acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, convey or

cause to be conveyed to DISTRICT (i) fee ownership, in a form approved by DISTRICT, for the rights of way as shown in concept cross-hatched in blue on Exhibit "B", (ii) drainage and flood control easements, in a form approved by DISTRICT, for the rights of way as shown in concept cross-hatched in orange on Exhibit "B", and (iii) ingress and egress easement(s), in a form approved by DISTRICT, for the rights of way as shown in concept cross-hatched in green and in red on Exhibit "B".

23. At the time of recordation of the conveyance document(s) set forth in Section I.22.(i), furnish DISTRICT with a policy of title insurance, in an amount of not less than one hundred percent (100%) of the estimated fee value, as determined by DISTRICT for each parcel to be conveyed to DISTRICT in fee, guaranteeing DISTRICT's interest in said property as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases (recorded and unrecorded), and except those which, in the sole discretion of DISTRICT, are deemed acceptable.

24. At the time of recordation of the conveyance document(s) set forth in Sections I.22.(ii) and (iii), furnish DISTRICT with policies of title insurance, each in an amount of not less than fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each easement parcel to be conveyed to DISTRICT, guaranteeing DISTRICT's interest in said property as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases (recorded and unrecorded), and except those which, in the sole discretion of DISTRICT, are deemed acceptable.

25. Upon DISTRICT's acceptance of DISTRICT DRAINAGE FACILITIES for operation and maintenance, submit a final invoice to DISTRICT for CHANGE ORDERS CONTRIBUTION up to a maximum of ten percent (10%) of INITIAL CONTRIBUTION, it being further provided that the DISTRICT TOTAL CONTRIBUTION shall not exceed a total

maximum amount of four million dollars ($4,000,000). The invoice shall include a final accounting of all construction change orders and any supporting documents as set forth in Section I.9.

SECTION II

DISTRICT shall:

1. Act as a Responsible Agency under CEQA, and take all necessary and appropriate action to comply with CEQA.

2. Review and approve any changes made to PROJECT PLANS prior to CITY advertising of construction contract.

3. Pay CITY, within sixty (60) days after receipt of appropriate invoice as set forth in Section I.7, INITIAL CONTRIBUTION plus ADMINISTRATIVE CONTRIBUTION.

4. Review and approve all necessary REGULATORY PERMITS. DISTRICT may withhold approval of such document(s) when, in the sole judgment of DISTRICT's General Manager-Chief Engineer, the said document(s) unreasonably constrains, inhibits or impairs DISTRICT's ability to inspect, operate and maintain DISTRICT DRAINAGE FACILITIES.

5. At its sole cost and expense, conduct period inspections of DISTRICT DRAINAGE FACILITIES construction for quality control purposes and provide any comments to CITY's designated PROJECT construction manager.

6. Upon receipt of CITY'S written notice that PROJECT construction is substantially complete as set forth in Section I.17, conduct a final inspection of DISTRICT DRAINAGE FACILITIES.

7. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES upon (i) DISTRICT inspection of DISTRICT DRAINAGE FACILITIES in accordance with Section I.17, (ii) DISTRICT acceptance of

DISTRICT DRAINAGE FACILITIES as being complete, (iii) DISTRICT receipt of CITY'S recorded Notice of Completion as set forth in Section I.21, (iv) DISTRICT receipt of appropriate engineering documentation as set forth in Section I.19, (v) DISTRICT receipt of stamped and signed RECORD DRAWINGS of PROJECT plans as set forth in Section I.20, (vi) recordation of all conveyance documents described in Section I. 22, and (vii) DISTRICT'S sole determination that DISTRICT DRAINAGE FACILITIES are in a satisfactorily maintained condition.

8. Pay CITY, within sixty (60) days after receipt of appropriate invoice as set forth in Section I.25, CHANGE ORDERS CONTRIBUTION up to a maximum of ten percent (10%) of INITIAL CONTRIBUTION provided the DISTRICT TOTAL CONTRIBUTION does not exceed a total maximum sum of four million dollars ($4,000,000).

SECTION III

It is further mutually agreed:

1. DISTRICT TOTAL CONTRIBUTION shall not exceed a total maximum sum of four million dollars ($4,000,000) and shall be used by CITY solely for the purpose of constructing DISTRICT DRAINAGE FACILITIES.

2. Except as otherwise provided herein, all construction work involved with PROJECT shall be inspected by CITY and shall not be deemed complete until approved and accepted as complete by CITY.

3. DISTRICT personnel may observe and inspect all work being done on PROJECT but shall provide any comments to CITY personnel who shall be responsible for all communications with CITY'S construction contractor(s).

4. Prior to DISTRICT'S acceptance of ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES, DISTRICT DRAINAGE

FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, in the sole discretion of DISTRICT, DISTRICT DRAINAGE FACILITIES is not in an acceptable condition, corrections will be made at sole expense of CITY.

5. CITY shall indemnify, defend, save and hold harmless DISTRICT and County of Riverside (including their respective officers, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to CITY (including its officers, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

6. DISTRICT shall indemnify, defend, save and hold harmless CITY (including its officers, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to DISTRICT (including its officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

7. Any waiver by DISTRICT or by CITY of any breach of any one or more provisions of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision thereof. Failure on the part of DISTRICT or CITY to require from the other party exact, full and complete compliance with any of the provisions of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT or CITY from enforcement hereof.

8. Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Steve Thomas

CITY OF MORENO VALLEY
Post Office Box 88005
Moreno Valley, CA 92552-0805
Attn: Prem Kumar

9. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect without being impaired or invalidated in any way.

10. This Agreement is to be construed in accordance with the laws of the State of California.

11. This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right or action based upon the provisions of this Agreement.

12. This Agreement is the result of negotiations between the parties hereto, and with the advice and assistance of their respective counsel. No provision contained herein shall be construed against DISTRICT solely because, as a matter of convenience, DISTRICT prepared this Agreement in its final form.

13. Pursuant to Government Code Sections 895.4 and 895.6, if any party hereto is held liable upon any judgment for damages caused by a negligent or wrongful act or omission in connection with the performance of their respective duties and obligations set forth in this Agreement and pays in excess of its pro rata share in satisfaction of such judgment, such party shall be entitled to contribution from the other party to this Agreement. The pro rata share of each party for purposes of this Section shall be determined according to the comparative fault of the respective party, as between them.

In the event of any arbitration, action or suit brought by a party hereto against another party hereunder by reason of any breach on the part of the other party of any of the mutual covenants and agreements set forth herein or any other dispute between the parties concerning this Agreement, then, the prevailing party in any such action or dispute, whether by final judgment or arbitration award, shall be entitled to have and recover from the other party all costs and expenses of suit or claim, including but not limited to, attorneys' fees and experts' fees. This Section shall survive any termination of this Agreement.

14. Time is of the essence in prosecuting the work contemplated under this Agreement. In the event CITY does not award a public works construction contract for PROJECT and begin PROJECT construction within twelve (12) months of the execution of this Agreement, DISTRICT may terminate this Agreement for good cause upon providing CITY with a sixty (60) days written notice stating the extent and effective date of termination.

15. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof, and is a complete and exclusive statement of the terms and conditions thereof. This Agreement may be changed or modified only upon the written consent of the parties hereto.

//

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

.....
(to be filled in by the Clerk of the Board)

RECOMMENDED FOR APPROVAL:

By .....
WARREN D. WILLIAMS
General Manager-Chief Engineer

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By .....
MARION ASHLEY, Chairman
Riverside County Flood Control and Water Conservation District Board of Supervisors

APPROVED AS TO FORM:

PAMELA J. WALLS
County Counsel

By .....
NEAL R. KIPNIS
Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By .....
Deputy

(SEAL)

Cooperative Agreement
Moreno Valley MDP Line F, Stage 2
Project No. 4-0-00752
12/17/12
TT:blj

RECOMMENDED FOR APPROVAL:

By _____
AHMAD ANSARI
Public Works Director/City Engineer

CITY OF MORENO VALLEY

By _____
HENRY GARCIA
City Manager

APPROVED AS TO FORM:

By _____
City Attorney

ATTEST:

By _____
JANE HALSTEAD
City Clerk

(SEAL)

Cooperative Agreement
Moreno Valley MDP Line F, Stage 2
Project No. 4-0-00752
12/17/12
TT:blj

Exhibit A

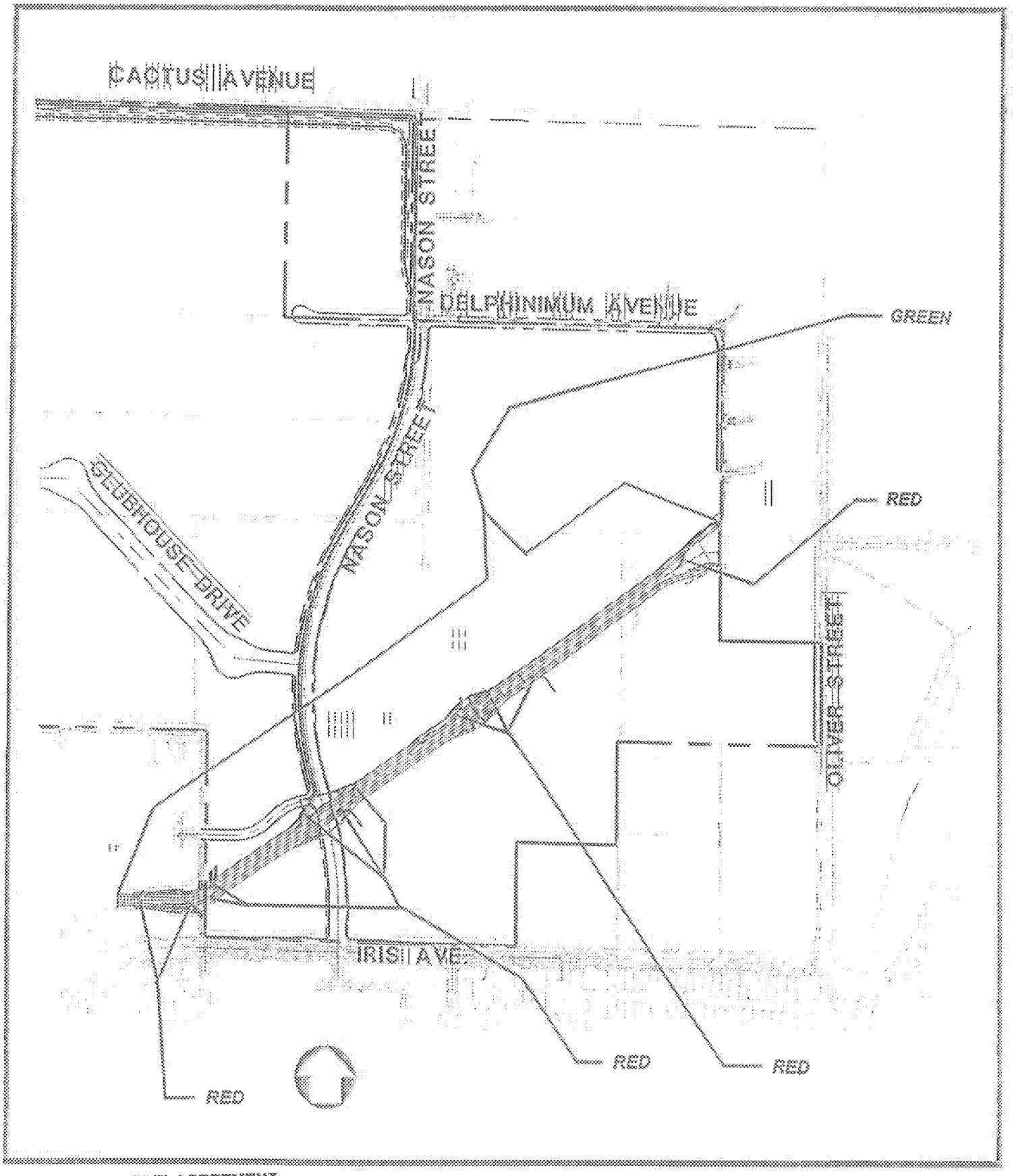

COOPERATIVE AGREEMENT
MORENO MDP LINE F, STAGE 2
^ ^ 00752

PAGE 1/1

Exhibit B

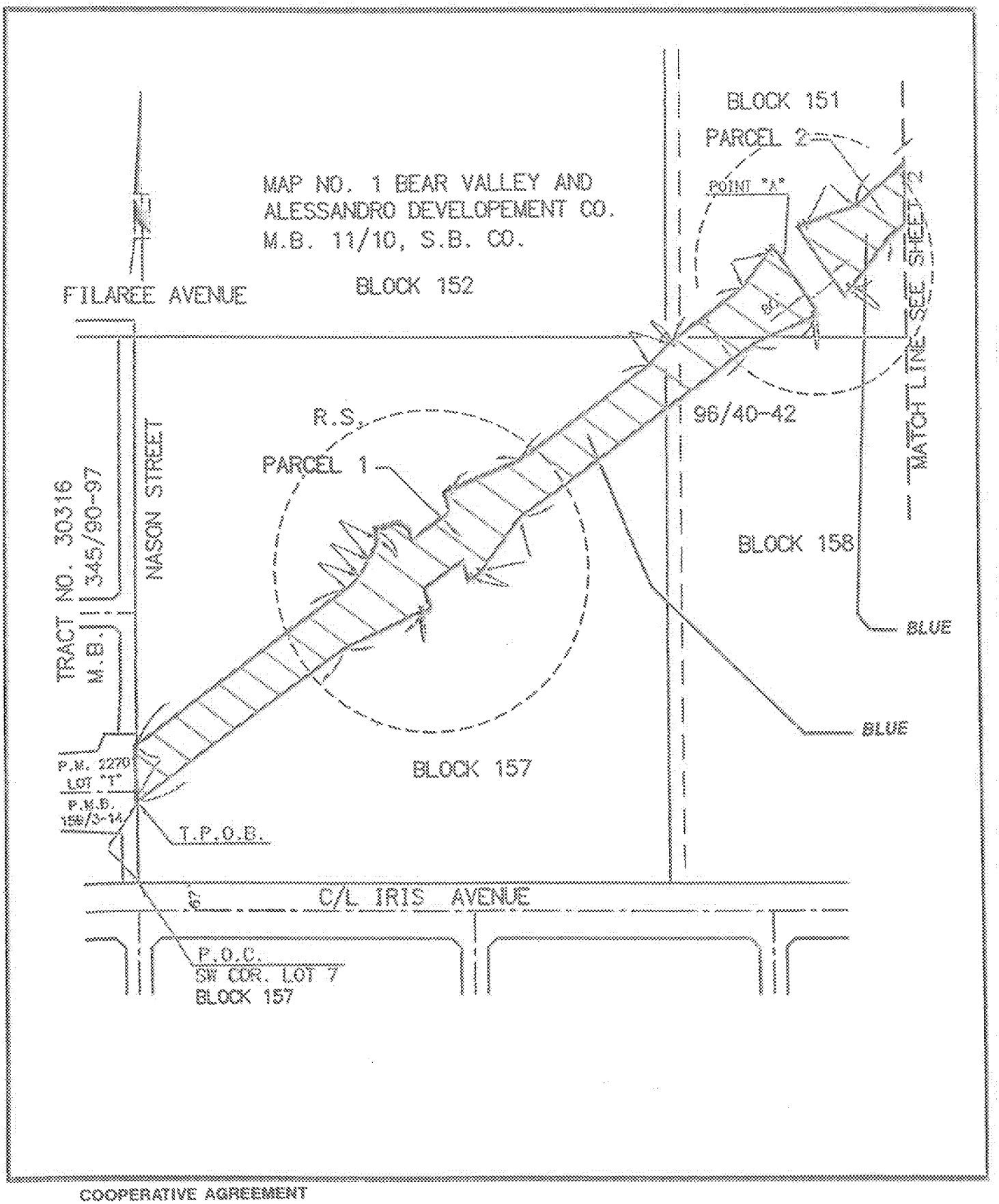

COOPERATIVE AGREEMENT
MORENO MDP LINE F, STAGE 2
4-0-00752

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Item No. A.8

MV00193254

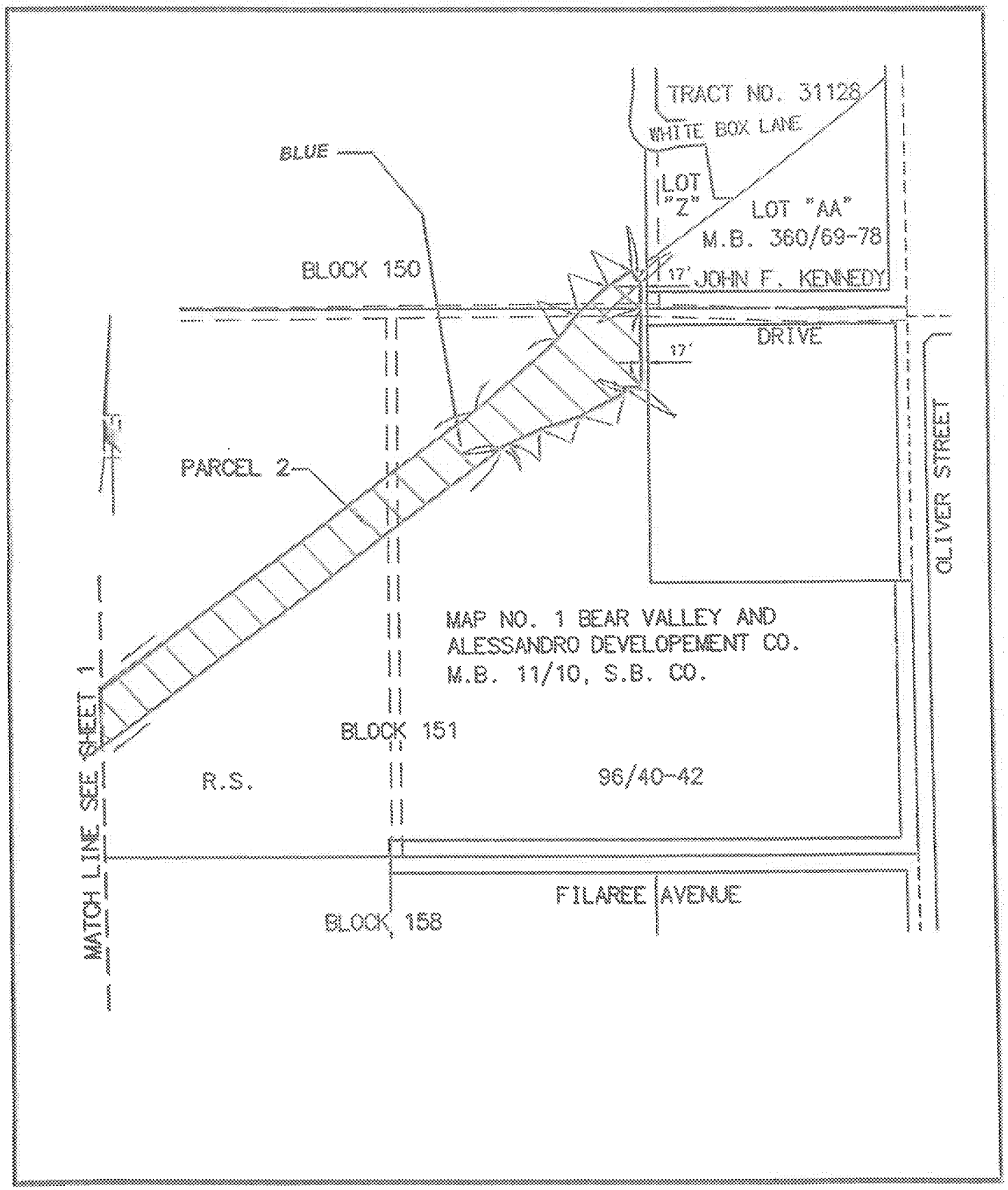
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WHITE BOX LANE
BLUE
LOT "Z"
LOT "AA"
M.B. 360/69-78
BLOCK 150
17'
JOHN F. KENNEDY
DRIVE
17'
OLIVER STREET
PARCEL 2
MAP NO. 1 BEAR VALLEY AND
ALESSANDRO DEVELOPEMENT CO.
M.B. 11/10, S.B. CO.
MATCH LINE SEE SHEET 1
BLOCK 151
R.S.
96/40-42
FILAREE AVENUE
BLOCK 158

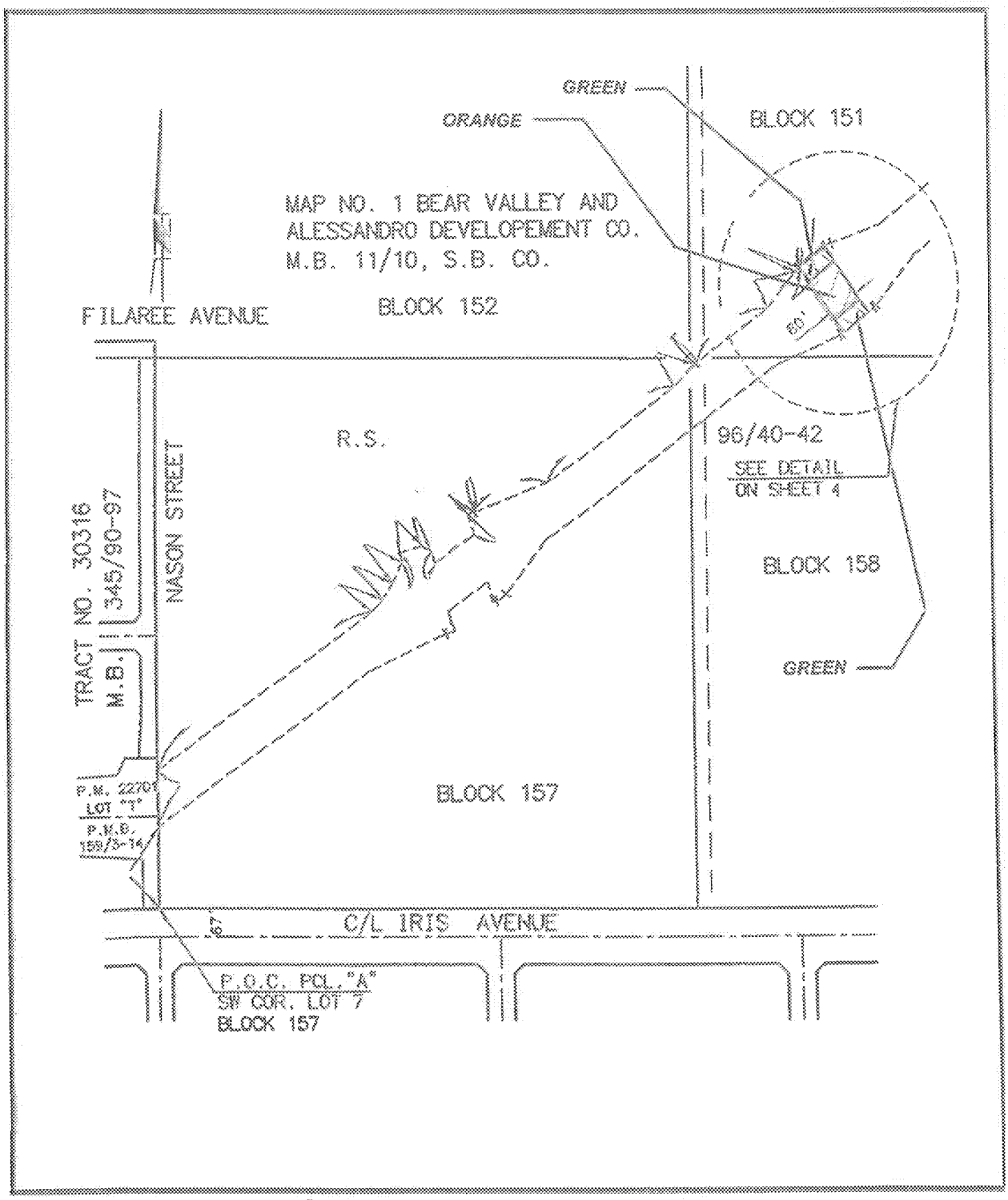

COOPERATIVE AGREEMENT
MORENO MDP LINE F, STAGE 2
4-0-00752

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Item No. A.8

MV00193256

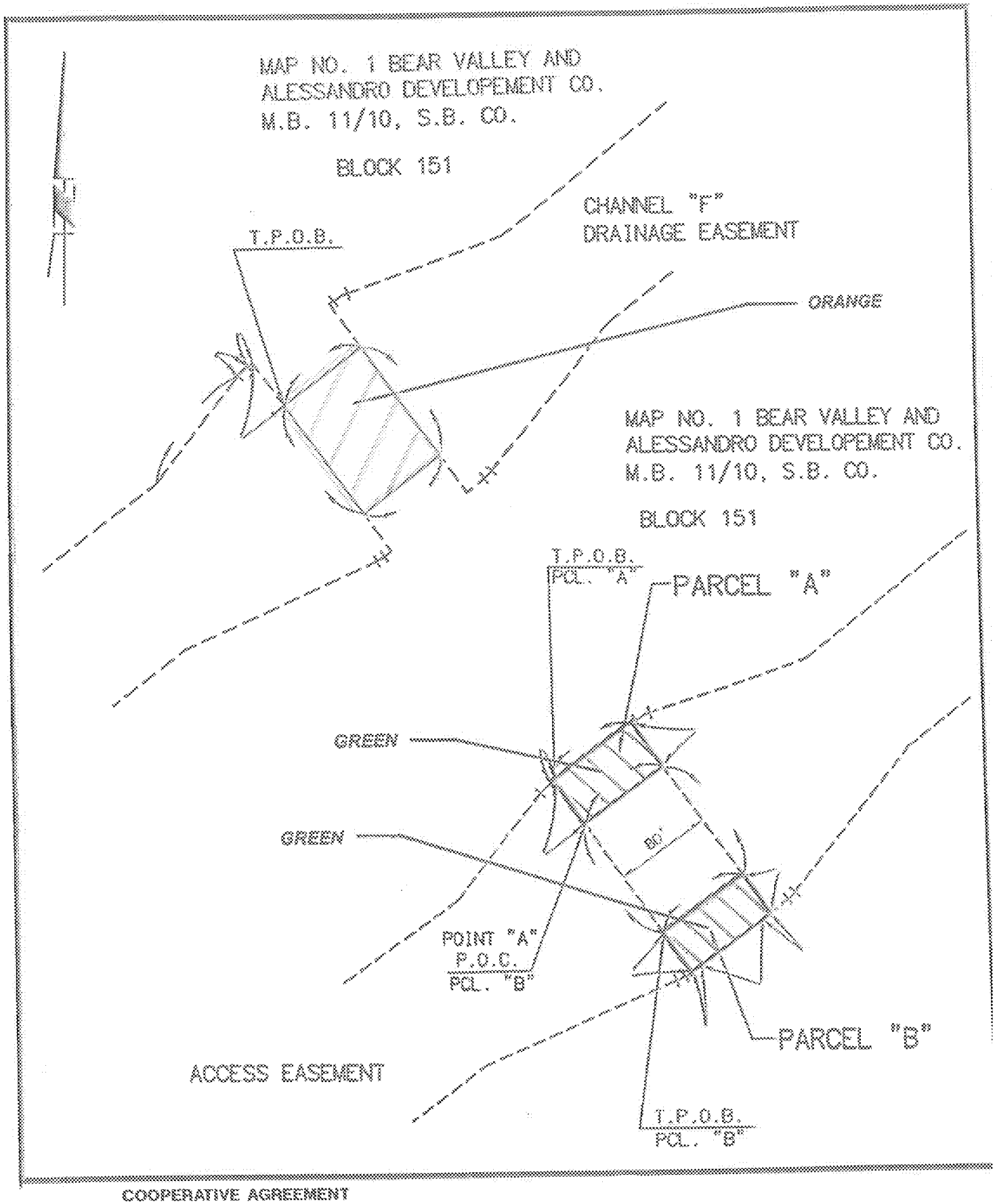
MAP NO. 1 BEAR VALLEY AND
ALESSANDRO DEVELOPEMENT CO.
M.B. 11/10, S.B. CO.
BLOCK 151
CHANNEL "F"
DRAINAGE EASEMENT
T.P.O.B.
ORANGE
MAP NO. 1 BEAR VALLEY AND
ALESSANDRO DEVELOPEMENT CO.
M.B. 11/10, S.B. CO.
BLOCK 151
T.P.O.B.
PCL. "A"
PARCEL "A"
GREEN
GREEN
80'
POINT "A"
P.O.C.
PCL. "B"
PARCEL "B"
ACCESS EASEMENT
T.P.O.B.
PCL. "B"

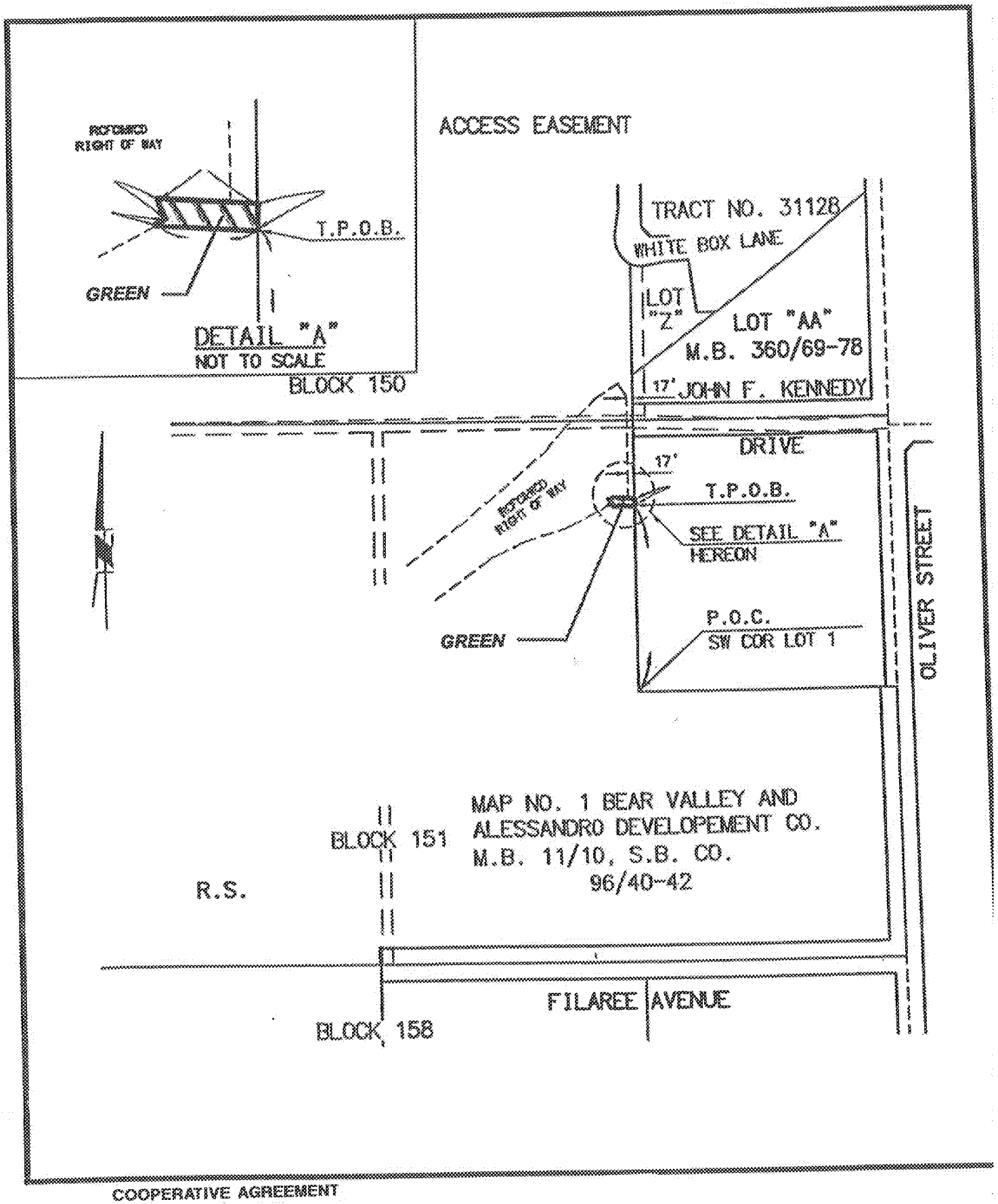
ACCESS EASEMENT
RETAINED RIGHT OF WAY
T.P.O.B.
GREEN
DETAIL "A"
NOT TO SCALE
BLOCK 150
TRACT NO. 31128
WHITE BOX LANE
LOT "Z"
LOT "AA"
M.B. 360/69-78
17' JOHN F. KENNEDY
DRIVE
17'
T.P.O.B.
RETAINED RIGHT OF WAY
SEE DETAIL "A" HEREON
GREEN
P.O.C.
SW COR LOT 1
OLIVER STREET
MAP NO. 1 BEAR VALLEY AND
ALESSANDRO DEVELOPEMENT CO.
M.B. 11/10, S.B. CO.
96/40-42
BLOCK 151
R.S.
FILAREE AVENUE
BLOCK 158

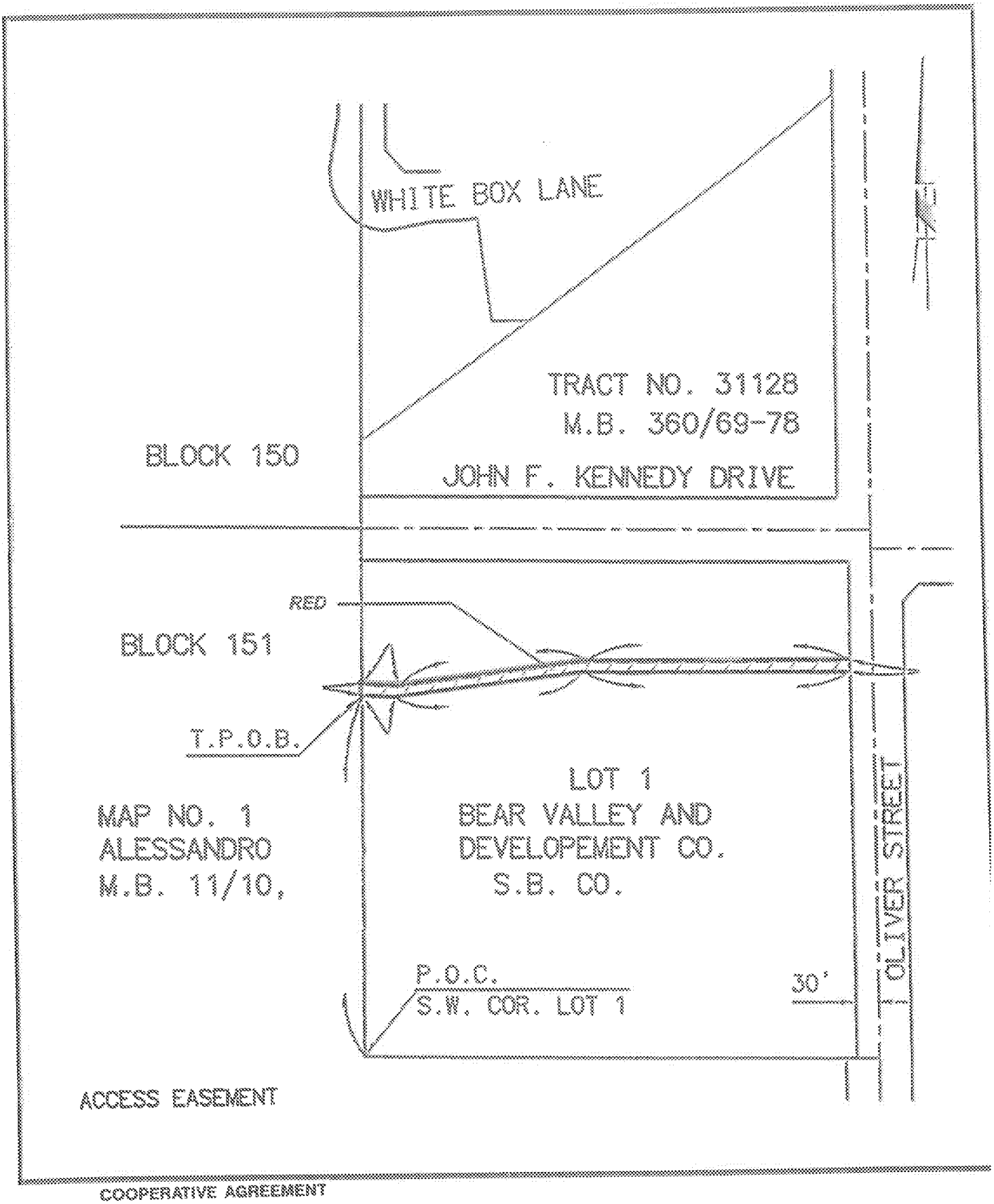
WHITE BOX LANE
TRACT NO. 31128
M.B. 360/69-78
BLOCK 150
JOHN F. KENNEDY DRIVE
RED
BLOCK 151
T.P.O.B.
LOT 1
BEAR VALLEY AND
DEVELOPEMENT CO.
S.B. CO.
MAP NO. 1
ALESSANDRO
M.B. 11/10,
OLIVER STREET
P.O.C.
S.W. COR. LOT 1
30'
ACCESS EASEMENT

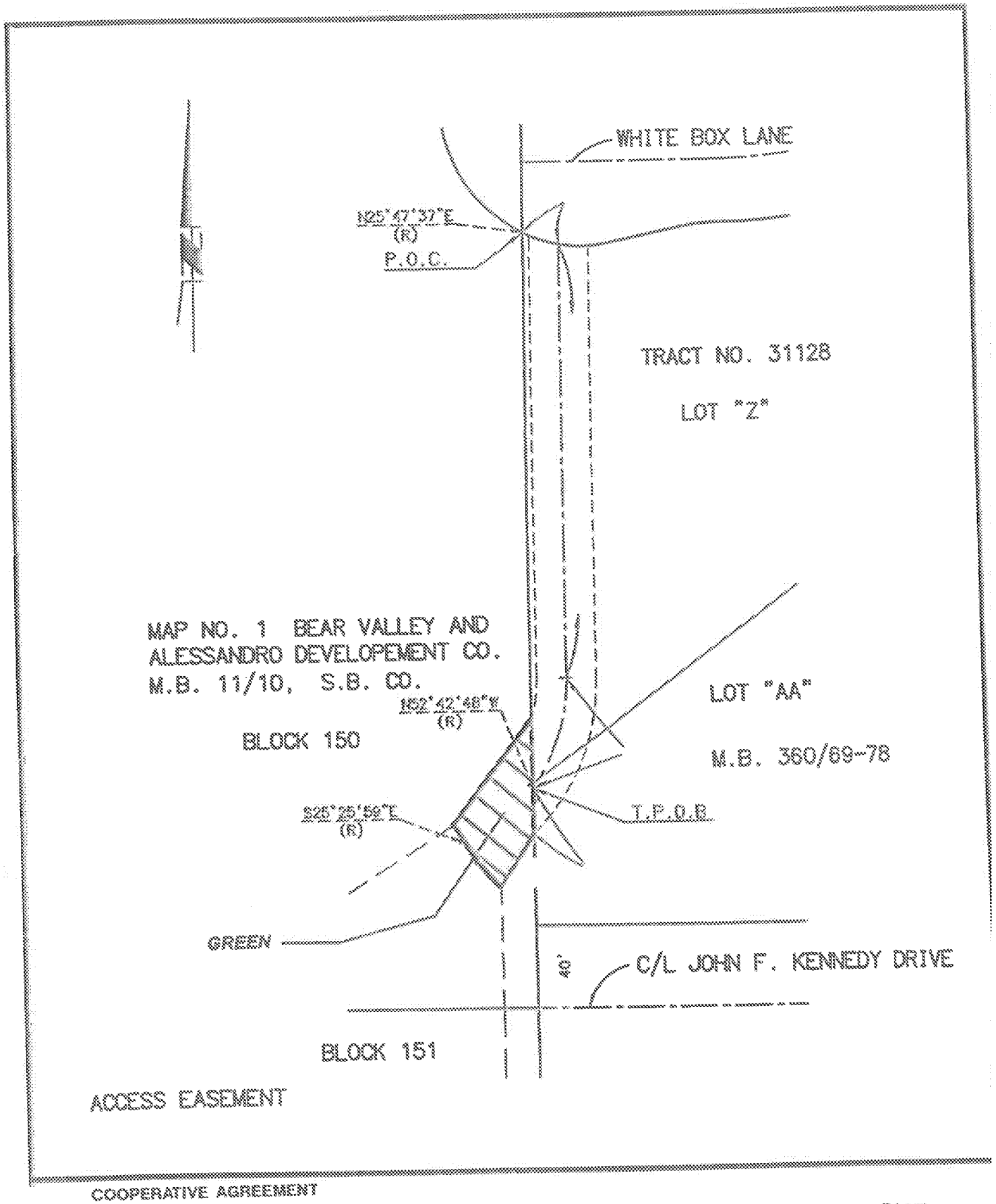
WHITE BOX LANE
N25°47'37"E
(R)
P.O.C.
TRACT NO. 31128
LOT "Z"
MAP NO. 1 BEAR VALLEY AND
ALESSANDRO DEVELOPEMENT CO.
M.B. 11/10, S.B. CO.
N52°42'48"W
(R)
BLOCK 150
LOT "AA"
M.B. 360/69-78
S26°29'52"E
(R)
T.P.O.B.
GREEN
℄
C/L JOHN F. KENNEDY DRIVE
BLOCK 151
ACCESS EASEMENT

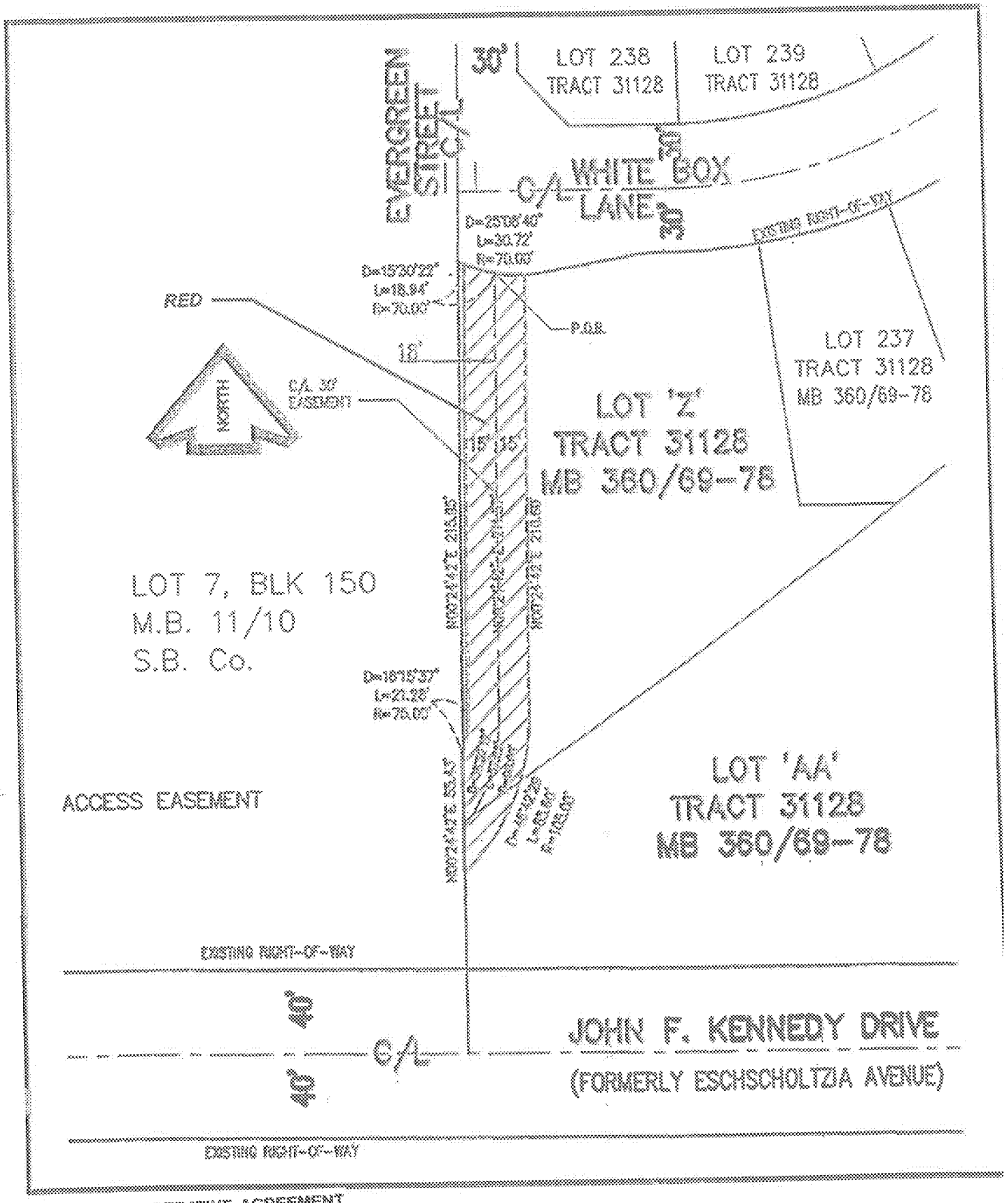

COOPERATIVE AGREEMENT
MORENO MDP LINE F, STAGE
2 4-0-00752

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Item No. A.8

MV00193261

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: February 26, 2013

TITLE: REPEAL RESOLUTION NO. 2010-58 ENERGY EFFICIENCY TARGETS FOR MORENO VALLEY UTILITY AS MANDATED BY ASSEMBLY BILL 2021 AND ADOPT RESOLUTION NO. 2013-13 UPDATING ENERGY EFFICIENCY TARGETS FOR MORENO VALLEY UTILITY

RECOMMENDED ACTION

Recommendation:

1. Repeal Resolution No. 2010-58 and Approve Resolution No. 2013-13 Adopting the 2013 Moreno Valley Utility Energy Efficiency Targets. Resolution No. 2013-14 - A Resolution of the City Council of the City of Moreno Valley, California, to Repeal Resolution No. 2010-58 Energy Efficiency Targets for Moreno Valley Utility and Adopt the Updated 2013 Energy Efficiency Targets for the Moreno Valley Electric Utility Mandated by Assembly Bill 2021

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

California Assembly Bill 2021 (AB 2021) (Levine, Chapter 734, Statutes of 2006) was signed into law in September 2006. The statute requires that the California Energy Commission (CEC), in conjunction with the California Public Utility Commission (CPUC), and local Publicly-Owned Utilities (POUs), develop statewide estimates for energy efficiency targets in a public process. AB 2021 applies to all POUs in California. Pursuant to the statute, POUs must: 1) Identify all potentially achievable, cost-effective

energy efficiency savings; 2) Establish annual targets for energy efficiency savings and demand reduction over 10 years; and 3) Report targets, programs, expenditures, results and cost-effectiveness (including methodologies and independent evaluation) to governing members and to the California Energy Commission every three (3) years. POUs are mandated to consider energy efficiency as a preferred resource, estimate energy efficiency potential, and establish targets for achieving that potential.

In response to AB 2021, the members of California Municipal Utility Association (CMUA), Northern California Power Agency (NCPA), and Southern California Public Power Authority (SCPPA) joined together to collaborate on the development of individual utility energy efficiency and demand reduction targets. Initially in 2007, a total of 35 POUs, including MVU, participated in the development of the report. The collaboration included retaining Rocky Mountain Institute (RMI), an independent organization with well-accepted energy efficiency expertise in the energy industry. RMI's role was to establish a common, transparent tool used to determine utility specific energy efficiency projections. RMI's work provided the participating utilities with an independent, defensible methodology for analyzing energy efficiency potentials.

The members of CMUA, NCPA and SCPPA selected Navigant Consulting, also an independent organization with well-accepted energy efficiency in the energy industry, as the consultant for developing the energy efficiency models for 2010 and the 2013 updates. Workshops were held in July 2012 to help individual POUs update their individual targets for energy efficiency savings. The data for all participating utilities and summaries will be included in a report presented to the CEC in March 2013.

DISCUSSION

The City of Moreno Valley Electric Utility (MVU) was established in 2001 and began providing service to customers in 2004. Currently, MVU provides service to over 5,600 customers.

The selected consultant, Navigant Consulting compiled energy efficiency data submitted by MVU in their analytical tool and adjusted the data to the age of the utility and utilized various methods to update the calculations of potential energy savings. The consortium of POUs and two Joint Power Authorities, together with Navigant Consulting, identified both potential cost effective energy efficiency targets and demand reduction targets for each of the participating agencies.

The recommended annual energy efficiency and demand reduction targets for MVU is 0.18% of retail sales through 2023. MVU will pursue the most cost-effective programs and target the loads with the largest potential for reductions to meet or exceed these targets.

ALTERNATIVES

1. Approve and adopt the proposed resolution accepting the Energy Efficiency Targets developed through a collaboration of the City of Moreno Valley Electric

Utility, Navigant Consulting, CMUA, NCPA and SCPPA. *The approval of the resolution will have no direct monetary impact to the City.*

2. Do not adopt 2013 MVU 10-year energy efficiency portfolio plan as required by AB 2021 and do not approve the proposed resolution accepting the Energy Efficiency Targets developed through a collaboration of the City of Moreno Valley Electric Utility, Navigant Consulting, CMUA, NCPA and SCPPA. *This would result in the City paying an independent consultant for a study to develop energy efficiency targets completely independent of all the other Publicly-Owned Utilities in the State of California.*

FISCAL IMPACT

The cost of the CMUA report was $7,000 and was paid in fiscal year 2011/2012.

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for energy efficiency and potentially help contribute to the reduction of state's reliance on fossil-fueled generation.

NOTIFICATION

Posting of Agenda.

ATTACHMENTS

Attachment: Proposed Resolution

Prepared By:
Michelle Pierce
Electric Utility Program Coordinator

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Jeannette Olko
Electric Utility Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00193265

RESOLUTION NO. 2013-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO REPEAL RESOLUTION NO. 2010-58 ENERGY EFFICIENCY TARGETS FOR MORENO VALLEY UTILITY AND ADOPT THE UPDATED 2013 ENERGY EFFICIENCY TARGETS FOR THE MORENO VALLEY ELECTRIC UTILITY MANDATED BY ASSEMBLY BILL 2021

WHEREAS, the City of Moreno Valley (the "City"), a municipal corporation, is authorized pursuant to Article XI, Section 9(a) of the California Constitution to establish, purchase, and operate public works to furnish its inhabitants with light, water, power, heat, transportation, or means of communication; and

WHEREAS, on June 26, 2001, the City Council of the City of Moreno Valley approved Resolution No. 2001-33 and, as amended by Resolution No. 2002-46, authorized the formation of a municipally owned utility for the purpose of providing electrical power, storm water, telephone telecommunications, cable TV, water, natural gas, and sanitary sewer; and

WHEREAS, on September 26, 2006, California Assembly Bill 2021 (Levine) was signed into law which requires Publicly-Owned Utilities (POU) to identify all potentially achievable cost-effective electricity efficiency savings every three (3) years and establish annual targets for energy efficiency demand reduction for the next 10-year period; and

WHEREAS, the California Municipal Utilities Association (CMUA) in partnership with the Northern California Power Agency (NCPA) and the Southern California Public Power Authority (SCPPA) collaborated in the development of individual utility energy efficiency and demand reduction targets and submitted the initial report in 2007; and

WHEREAS, analytical methodology developed by Navigant Consulting was used by the majority of POU's in California to develop individual targets of reduction and peak demand; and

WHEREAS, the City of Moreno Valley Electric Utility updated the targets set for energy efficiency savings and set achievable goals for reducing peak demand.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The City Council hereby repeals Resolution No. 2010-58 Energy Efficiency Targets for Moreno Valley Utility and Adopts the Resolution Updating Energy Efficiency Targets for Moreno Valley Utility as mandated by AB 2021 to be 0.18% of retail sales through 2023.

APPROVED AND ADOPTED this 26th day of February, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-13 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 26th day of February, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00193269

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: February 26, 2013

TITLE: SR 60 EAST CORRIDOR OVERLAY STUDY STATUS REPORT

RECOMMENDED ACTION

Recommendation:

1. Receive and file a status report for the SR 60 East Corridor Overlay Study.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On January 8, 2013, the City Council approved a budget appropriation to fund a consultant contract for the preparation of a SR 60 East Corridor Overlay Study (the "Study"). On January 22, 2013, the City Council adopted an interim moratorium ordinance for specified properties adjacent to State Highway 60 in the eastern portion of the City. The interim ordinance expires on March 8, 2013. An extension to the interim moratorium will be considered for up to an additional ten months and fifteen day period as a separate agenda item.

DISCUSSION

Pursuant to Government Code 65858(d), at least ten days prior to the expiration of the interim ordinance, the City Council shall issue a written report describing the measures taken to alleviate the condition which led to the adoption of the ordinance. The required status report is provided in the following section.

SR 60 East Corridor Overlay Study Status Report

Staff prepared a Request for Proposals (RFP) and consultant list for the Study. The RFP was distributed to the eighteen firms on the list on February 5, 2013. Responses to the RFP were due on February 19, 2013. As of the drafting of this report, no proposals have been received.

Staff will review all responses pursuant to standard practice for selection of a professional consultant. The selection process will focus on the capabilities of the consultant team and relevance of the responses to the criteria identified in the RFP. Pursuant to completion of the selection process, a recommendation for a consultant will be made to the City Manager for final approval. Staff will then negotiate and process approval of a consultant contract with the selected firm.

The approved consultant contract will include a definition of the final work product along with a preliminary schedule for completion of the contract. The final product is anticipated to be a recommended land use study, supported by economic analysis and compatibility with adjacent properties, for use by the Planning Commission and City Council in the review of future land use change proposals affecting the specified properties. At this time, the anticipated timeframe for completion is ninety days from the execution of the contract.

As directed by the City Council at the January 22, 2013, meeting, the first milestone for the consultant will be attendance at a City Council Study Session to allow for policy makers to provide input in advance of the preparation of the Study. The Planning Commission will be invited to participate in this discussion.

FISCAL IMPACT

At their January 22, 2013, meeting, the City Council allocated up to $50,000 from the General Fund to cover the costs of the consultant contract.

Prepared By:
John C. Terell AICP
Planning Official

Department Head Approval:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Thomas M. DeSantis, Administrative Services Director

AGENDA DATE: February 26, 2013

TITLE: MONTHLY REPORT: MORENO VALLEY ANIMAL SHELTER ADOPTION RATE

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Monthly Report: Moreno Valley Animal Shelter Adoption Rate for the period of January 1, 2013 to January 31, 2013.

BACKGROUND

The City Council has challenged staff to increase adoption and decrease euthanasia rates at the Moreno Valley Animal Shelter. Ongoing evaluation of programs and services, along with increasing public awareness, will remain key elements to our success in increasing adoptions of homeless pets from our Shelter.

DISCUSSION

As a follow up to the December 18, 2012 City Council Study Session on Animal Shelter operations, Mayor Owings asked that monthly staff reports be prepared to keep the public informed of the City's progress and the ongoing need to increase pet adoptions and other programs to reduce the number of homeless animals euthanized.

CITY COUNCIL GOALS

Positive Environment: Create a positive environment for the development of Moreno Valley's future.

ATTACHMENTS

Attachment 1_2013_Moreno Valley Animal Shelter Intake/Disposition Report

Attachment 2_2013_Moreno Valley Animal Shelter Euthanasia Statistics

Prepared By:
Steve Fries
Animal Services Division Manager

Department Head Approval:
Thomas M. DeSantis
Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Moreno Valley Animal Shelter
Intake / Disposition Report – January 2013
Report Date 2/1/2013

Intake	Dogs	Cats	Other	Total
Owner Surrender	45	15	1	61
Live Stray	488	111	9	608
Confiscated (Cruelty/Neglect/Aggressive)	2	0	0	2
Returns	8	1	0	9
Quarantine	2	1	0	3
DOAs	44	31	11	86
Total	**589**	**159**	**21**	**769**

Disposition	Dogs	Cats	Other	Total
On – Hand At Shelter 2/1/13	215	49	3	267
Escaped/Stolen	0	0	0	0
DOAs	44	31	11	86
Died in Kennel	2	1	0	3
Died at Vet	1	0	0	1
Foster	0	0	0	0
Euthanized	100	61	4	165*
Transfer	0	0	2	2**
Return to Owners	72	0	0	72**
Adopted	155	17	1	173**
Total	**589**	**159**	**21**	**769**

Summary Statistics: The statistics below reflect outcomes on the number of pets placed vs. those which could not be adopted. Figures are based upon the total number of pets available for placement, and does not reflect the number of animals which remained on-hand, or those which were deceased upon arrival and/or while under care. These categories are marked with * above. For the month of January 2013, the number of pets upon which statistics are calculated totaled: 412

Euthanasia Rates: 40% (165) See Detailed Report

Unadopted:	10% (16)
Contagious Disease	34% (57)
Medical/Behavioral/Other:	56% (92)

***Placement Rate: 60% (247) Reflects Return to Owners, Transfer, Adopted**

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MV00193275

Moreno Valley Animal Shelter

January 2013 – Euthanasia Statistics

Outcome Sub-Type	Dogs	Cats	Others	Total
Medical/Vet Rec.	21	15	4	40
Owner Requested	1	0	0	1
Contagious Disease	51	6	0	57
Feral	0	35	0	35
Aggressive Behavior Observed	13	3	0	16
Not Adopted*	14	2	0	16
Other				
Total	**100**	**61**	**4**	**165**

*Not Adopted: euthanized for considerations such as placement potential, time in shelter, humane considerations.

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MV00193277

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council acting in their capacity as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: February 26, 2013

TITLE: RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JULY 1, 2013 THROUGH DECEMBER 31, 2013

RECOMMENDED ACTION

Recommendations:

1. Acting in the Capacity as the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Adopt Resolution No. SA 2013-02 approving a Recognized Obligation Payment Schedule (ROPS 13-14 A), for the period of July 1, 2013 through December 31, 2013.

2. Authorize the Executive Director or his designee to make modifications to the Schedule.

3. Authorize the transmittal of the ROPS 13-14 A ("Attachment 1") to the Oversight Board for review and approval.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

ABX1 26 requires the Successor Agency to approve a Recognized Obligation Payment Schedule ("ROPS") for each six-month period. The required content of the ROPS, set forth in Health and Safety Code Section 34177(l)(1), details all of the Agency's legally binding and enforceable obligations, anticipated payments, and sources of payments. Recognized obligations include bonds, loans, judgments, settlements, any legally binding and enforceable agreements or contracts, and contracts and agreements for agency administration or operation

AB 1484 further clarifies certain matters associated with the dissolution of RDAs and addresses substantive issues related to administrative processes, affordable housing activities, and repayment of loans from communities, use of existing bond proceeds, and the disposition or retention of former RDA assets.

The City of Moreno Valley is the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley (RDA) pursuant to Part 1.85 of Division 24 of the Health and Safety Code. As Successor Agency, the City is responsible for winding down the affairs of the redevelopment agency including disposing of its assets; making payments and performing other obligations due for Enforceable Obligations of the former RDA. In order to facilitate the process, on February 28, 2012, the City Council adopted Resolution No. 2012-13 approving a Recognized Obligation Payment Schedule for the period of January 1, 2012 through June 30, 2012, and on April 10, 2012, adopted Resolution No. 2012-22, approving a Second Recognized Obligation Payment Schedule (Original "ROPS 2') for the period of July 1, 2012 through December 31, 2012. Most recently, on August 28, 2012, the City Council adopted Resolution No. 2012-71 approving a Third Recognized Obligation Payment Schedule (Original "ROPS 3") for the period of January 1, 2013 through June 30, 2013.

DISCUSSION

Enforceable Obligation Payment Schedule

In accordance with ABX1 26, the Successor Agency is required to adopt an Enforceable Obligation Payment Schedule ("EOPS"). The EOPS lists all of the Agency's legally binding and enforceable agreement obligations and anticipated payments. Enforceable obligations include bonds, loans, judgments, settlements, any legally binding and enforceable agreements or contracts, and contracts and agreements for agency administration or operation costs.

Section 34177(a)(1) of ABX1 26 provides that upon the dissolution of the Agency, the Successor Agency may only make those payments required pursuant to the most recent Enforceable Obligation Payment Schedule adopted by the Agency and the Successor Agency, and until such time the Recognized Obligation Payment Schedule becomes operative.

Recognized Obligation Payment Schedule

ABX1 26 requires the Successor Agency to approve a Recognized Obligation Payment Schedule ("ROPS"). The ROPS supersedes the EOPS, and is required for each six-month period.

Similar to the EOPS, the required content of the ROPS, set forth in Health and Safety Code Section 34177(l)(1), details all of the Agency's legally binding and enforceable obligations, anticipated payments, and sources of payments. Recognized obligations include bonds, loans, judgments, settlements, any legally binding and enforceable agreements or contracts, and contracts and agreements for agency administration or operation costs. The attached ROPS 13-14 A sets forth the enforceable obligations for the period of July 1, 2013 through December 31, 2013.

Once approved, the ROPS 13-14 A will be submitted to the Oversight Board for review and approval. Upon approval by the Oversight Board, a copy of the approved ROPS will be transmitted to the County-Auditor Controller, the State Controller's Office, the Department of Finance, and posted to the City's website.

ALTERNATIVES

1. Adopt the attached proposed resolution, which approve the Recognized Obligation Payment Schedule for the period of July 1, 2013 through December 31, 2013, and authorizing the transmittal of said Schedules to the Oversight Board for review and approval. *Staff recommends this alternative because it allows the City serving as the Successor Agency to make required debt service payments in accordance with the State legislation.*

2. Decline to adopt the attached proposed resolution which would not allow the City, serving as the Successor Agency, to maintain the operations, and fulfill debt obligations of the former RDA as required by law. *Staff does not recommend this alternative.*

FISCAL IMPACT

The Recognized Obligation Payment Schedule provides the details necessary for the City serving as the Successor Agency to fulfill the former RDA's legally binding and enforceable agreements. The ROPS 13-14 A will serve as authorization to pay obligations listed during the noted period. There will be some impact to the General Fund to absorb costs that are no longer paid by the former Redevelopment Agency for either RDA administration or operations and for Low and Moderate Income Housing Fund work. Staff estimates that this cost will be approximately $100,000 for fiscal year 2013-2014.

SUMMARY

As Successor Agency, the City is responsible for winding down the affairs of the redevelopment agency including disposing of its assets; making payments and performing other obligations due for Enforceable Obligations of the former RDA. The Recognized Obligation Payment Schedules for the stated periods provides the details necessary for the City serving as the Successor Agency to fulfill the former RDA's legally binding and enforceable agreements as required by law.

NOTIFICATION

No public notice is required prior to the City Council taking action on this item. However, the agenda for the meeting during which this item may be considered has been posted in the three locations that have been designated for the posting of City Council agendas.

ATTACHMENTS

Attachment 1 – Proposed Resolution
Exhibit A -Recognized Obligation Payment Schedule (ROPS 13-14 A)

Prepared By:
Anochar Clark
Sr. Financial Analyst

Department Head Approval:
Barry Foster
Community & Economic Development Director

Concurred by:
Dante Hall
Business Support & Neighborhood Programs Administrator

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. SA 2013-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY SERVING AS SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JULY 1, 2013 THROUGH DECEMBER 31, 2013, AND AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO MAKE MODIFICATIONS THERETO

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley ("Agency") is a community redevelopment agency organized and existing under the California Community Redevelopment Law, Health and Safety Code Sections 33000, et seq. ("CRL") and has been authorized to transact business and exercise the powers of a redevelopment agency pursuant to action of the City Council ("City Council") of the City of Moreno Valley ("City"); and

WHEREAS, the Agency was established pursuant to the Redevelopment Law. The Agency was activated on February 18, 1986, by City Ordinance No. 50. The City Council adopted and approved the Redevelopment Plan for the Project Area by Ordinance 87-154 of the City on December 29, 1987 (the "Original Plan"), as subsequently amended by Ordinance No. 448 of the City adopted January 10, 1995, Ordinance No. 556 of the City adopted December 14, 1999, and Ordinance No. 732 adopted December 19, 2006 (as so amended, the "Amended Redevelopment Plan", the area of which is referred to herein as the "Project Area"); and

WHEREAS, Parts 1.8, 1.85 and 1.9 of Division 24 of the Health and Safety Code were added to the CRL by ABX1 26 and ABX1 27, which measures purport to become effective immediately. ABX1 26 and ABX1 27, which are trailer bills to the 2011-12 budget bills, were approved by both houses of the Legislature on June 15, 2011 and signed by the Governor on June 28, 2011; and

WHEREAS, Part 1.85 of the CRL ("Part 1.85") provides for the statewide dissolution of all redevelopment agencies, including the Agency, as of October 1, 2011 (which dated has been deemed to be February 1, 2012 pursuant to a decision by the California Supreme Court), and provides that, thereafter, a successor agency to administer the enforceable obligations of the Agency and otherwise wind up the Agency's affairs, all subject to the review and approval by an oversight committee; and

WHEREAS, Part 1.8 of the CRL ("Part 1.8") provides for the restriction of activities and authority of the Agency in the interim period prior to dissolution to certain "enforceable obligations" and to actions required for the general winding up of affairs, preservation of assets, and certain other goals delineated in Part 1.8; and

WHEREAS, in connection with the implementation of those provisions of ABX1 26 which require the adoption of an enforceable obligation schedule, the City

serving as the Successor Agency has previously adopted an amended enforceable obligation schedule in the form previously submitted (the "Amended Enforceable Obligation Schedule") and has authorized the City Manager or his designee to augment, modify or revise such Amended Enforceable Obligation Schedule; and

WHEREAS, ABX1 26 further requires the adoption of an Initial Recognized Obligation Payment Schedule; such initial Recognized Obligation Payment Schedule was approved by Resolution No. 2012-13 of the City of Moreno Valley serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley ("Successor Agency") on February 28, 2012.

WHEREAS, ABX1 26 further requires the adoption of a Recognized Obligation Payment Schedule for every six month period;

WHEREAS, an oversight board, as provided under ABX1 26 ("Oversight Board") has been established for the former Agency;

WHEREAS, pursuant to ABX1 26 and the implementation thereof, the Successor Agency desires to adopt a Recognized Obligation Payment Schedule for the period covering July 1, 2013 through December 31, 2013 ("ROPS 13-14 A"), in the form submitted herewith. The ROPS 13-14 A is attached hereto, marked as Exhibit "A", and is incorporated herein by reference. By this resolution, the City Council, on behalf of the Successor Agency, approves and authorizes the transmittal of the ROPS 13-14 A to the Oversight Board;

WHEREAS, given the adoption of ABX1 26, the City Council, on behalf of the City acting in its capacity as Successor Agency to the Agency, has duly considered this Resolution and has determined that the adoption of this Resolution is in the best interests of the City, in its capacity as Successor Agency to the Agency, and the health, safety, and welfare of the residents of the City, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, SERVING AS THE SUCCESSOR AGENCY, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated into this resolution by this reference, and constitute a material part of this resolution.

SECTION 2. The Successor Agency approves for transmittal to the Oversight Board the Recognized Obligation Payment Schedule for the period July 1, 2013 through December 31, 2013 ("Exhibit A"), with such augmentation, modification, additions or revisions as the Executive Director of the Successor Agency or his designee may make before transmittal to the Oversight Board.

SECTION 3. The Successor Agency is authorized and directed to submit ROPS 13-14 A to the California Department of Finance upon approval by the Oversight Board.

SECTION 4. The Successor Agency shall maintain on file as a public record this Resolution and ROPS 13-14 A as approved hereby.

SECTION 5. This Resolution shall be effective immediately upon adoption.

SECTION 6. The City Clerk shall certify to the adoption of this resolution.

APPROVED AND ADOPTED this 26th day of February 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. SA 2013-02 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 26th day of February, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Exhibit A

SUCCESSOR AGENCY CONTACT INFORMATION

Successor Agency

ID:	**234**
County:	**Riverside**
Successor Agency:	**Moreno Valley**

Primary Contact

Honorific (Ms, Mr, Mrs)	
First Name	**Annie**
Last Name	**Clark**
Title	**Sr. Financial Analyst**
Address	**14177 Frederick Str**
City	**Moreno Valley**
State	**CA**
Zip	**92552**
Phone Number	**951-413-3475**
Email Address	**anocharc@moval.org**

Secondary Contact

Honorific (Ms, Mr, Mrs)	
First Name	**Richard**
Last Name	**Teichert**
Title	**Financial and Administrative Services Director**
Phone Number	**951-413-3021**
Email Address	**richardt@moval.org**

SUMMARY OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE

Filed for the July 1, 2013 to December 31, 2013 Period

Name of Successor Agency: **MORENO VALLEY (RIVERSIDE)**

Outstanding Debt or Obligation		**Total**
	Total Outstanding Debt or Obligation	**$128,940,501**

Current Period Outstanding Debt or Obligation		**Six-Month Total**
A	Available Revenues Other Than Anticipated RPTTF Funding	**$0**
B	Enforceable Obligations Funded with RPTTF	**$2,589,505**
C	Administrative Allowance Funded with RPTTF	**$125,000**
D	Total RPTTF Funded (B + C = D)	**$2,714,505**
E	Total Current Period Outstanding Debt or Obligation (A + B + C = E) *Should be same amount as ROPS form six-month total*	**$2,714,505**
F	Enter Total Six-Month Anticipated RPTTF Funding	$2,714,505
G	Variance (F - D = G) *Maximum RPTTF Allowable should not exceed Total Anticipated RPTTF Funding*	**$0**

Prior Period (July 1, 2012 through December 31, 2012) Estimated vs. Actual Payments (as required in HSC section 34186 (a))		
H	Enter Estimated Obligations Funded by RPTTF *(lesser of Finance's approved RPTTF amount including admin allowance or the actual amount distributed)*	$2,537,358
I	Enter Actual Obligations Paid with RPTTF	$2,055,008
J	Enter Actual Administrative Expenses Paid with RPTTF	$125,000
K	Adjustment to Redevelopment Obligation Retirement Fund (H - (I + J) = K)	$357,350
L	Adjustment to RPTTF (D - K = L)	$2,357,155

Certification of Oversight Board Chairman:

Pursuant to Section 34177(m) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named agency.

Name Title

/s/

Signature Date

MV00193287

Oversight Board Approval Date: _____

MORENO VALLEY (RIVERSIDE)
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 13-14A)
July 1, 2013 through December 31, 2013

Item #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-13	Funding Source: Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other	6-Month Total
							$128,860,561	26,010,352	$0	$0	$125,000	$2,569,505	$0	$2,694,505
							0	0	0	0	0	0	0	0
1	2007 Tax Allocation Bonds			Wells Fargo Bank	Debt service payments for bonds issued to finance various capital projects	Original Area	77,193,508	2,294,284	0	0	0	0	0	0
2	2007 Special Tax Refunding Bonds - Towngate CFD-1			Wells Fargo Bank	Debt service payments for bonds issued to finance the acquisition of public facilities	Original Area	9,548,333	1,182,347	0	0	0	591,174	0	591,174
3	Improvement Area No. 1 Special Tax Refunding Bonds			Wells Fargo Bank	Debt service payments for bonds issued to finance the construction of public facilities	Original Area	2,804,116	277,181	0	0	0	138,591	0	138,591
4	CFD No. 3 - Auto Mall Refinance			Wells Fargo Bank	Debt service payments for bonds issued to finance the construction of public facilities	Original Area	2,000,063	109,451	0	0	0	54,725	0	54,725
5	2013 Refunding of 97 LRB Bonds			Bank of America	Debt service payments for bonds issued to finance the construction of a public facility	Original Area	1,350,000	150,000	0	0	0	75,000	0	75,000
6	2005 Lease Revenue Bonds			Wells Fargo Bank	Debt service payments for bonds issued to finance Sunnymead Blvd project	Original Area	12,940,788	594,779	0	0	0	184,690	0	184,690
7	Ongoing Housing Monitoring Requirements			City of Moreno Valley/Successor Agency	Costs to perform the recertification and monitoring of housing units	Original Area	0	0	0	0	0	0	0	0
8	Contract for Legal Services	12/18/2008		Stradling, Yocca, Carlson & Rauth	Legal services - General	Original Area	72,000	72,000	0	0	0	36,000	0	36,000
9	Contract for Legal Services	5/26/2011		Kronick Moskovitz Tiedemann & Girard	Legal services - Oversight Board Legal Counsel	Original Area	36,000	36,000	0	0	0	18,000	0	18,000
10	Contract for Abatement of Properties	7/1/2009		Fire Prevention/Inland Empire Property Service, Inc.	Nuisance/weed abatement of Agency owned properties	Original Area	7,500	7,500	0	0	0	3,750	0	3,750
11	Contract for Audit Services	2/15/2011		Lance Soll & Lunghard, LLP or Approved Audit Firm	Preparation of Required Due Diligent Reviews and Annual Audit	Original Area	20,000	20,000	0	0	0	10,000	0	10,000
12	Contract for Special Tax Reporting	1/1/2011		Willdan/Staff Administration	Preparation of Continuing Disclosure Report	Original Area	5,000	5,000	0	0	0	2,500	0	2,500
13	CalPERS Retirement Liability			The California Public Employees' Retirement System (CalPERS)	Unfunded PERS Retirement Liability Amt	Original Area	587,103	13,855	0	0	0	12,855	0	12,855
14	Retiree Medical Trust (CERBT)			California Employers' Retiree Medical Trust(CERBT)/CalPERS	Unfunded Retiree Medical Trust Acct	Original Area	184,297	4,462	0	0	0	4,462	0	4,462
							0	0	0	0	0	0	0	0
15	Agreement Re SCE	7/1/2000		City of Moreno Valley	City/Agency loan Agreement	Other Funds	0	0	0	0	0	0	0	0
16	Polo Club Acquisition Note	5/7/1992	5/7/2035	The Price Family Charitable Fund	Participation Agreement	Original Area	989,800	300,000	0	0	0	250,000	0	250,000
17	Towngate Acquisition Note	5/3/1994		City of Moreno Valley	Participation Agreement	Original Area	15,980,964	555,000	0	0	0	250,000	0	250,000
18	Moss Bros. Autogroup Participation Agreement	5/25/2010	11/25/2010	Moss Bros. Autogroup	Participation Agreement	Original Area	0	0	0	0	0	0	0	0
19	Robertson's Ready Mix, Inc. OPA	9/26/2006		Robertson's Ready Mix, Inc	Owner Participation Agreement	Original Area	3,000,000	0	0	0	0	0	0	0
20	Hemlock Family Apartments	3/8/2011		Rancho Belago, Inc.	Affordable Housing Agreement	Original Area	1,000,000	0	0	0	0	303,000	0	303,000
21	Rancho Dorado Apts - South (Second Phase)	3/8/2011		Moreno Valley Housing Authority/MV Rancho Dorado Limited Partnership	Affordable Housing Agreement	Original Area	0	0	0	0	0	0	0	0
22	Rancho Dorado Apts - South (Second Phase)	12/18/2008		Stradling, Yocca, Carlson & Rauth	Legal services - Specific to Affordable Housing Agreement w/ Rancho Dorado Apts.	Original Area	10,000	5,000	0	0	0	2,500	0	2,500
23	Rancho Dorado Apts - South (Second Phase)	6/7/2009		Stewart Association	Title & Closing Costs	Original Area	5,000	2,500	0	0	0	1,250	0	1,250
24	Payroll Costs/Operating Costs			City of Moreno Valley/Employees	Successor Agency's Payroll & Operating Costs	Original Area	250,000	250,000	0	0	125,000	0	0	125,000
25	Sunnymead Blvd. CIP 79221	8/5/2009	8/20/2010	Excel	Capital Project Contract, CIP 79221	Original Area	0	0	0	0	0	20,000	0	20,000
							0	0	0	0	0	0	0	0
26	Sunnymead Blvd. CIP 79221	7/16/2008	5/30/2011	Hall & Foreman	Capital Project Contract, CIP 79221	Original Area	0	0	0	0	0	0	0	0
27	Sunnymead Blvd. CIP 79221			City of Moreno Valley, cost allocation, and extra admin. costs	Project Management CIP 79221	Original Area	0	0	0	0	0	0	0	0
28	Sunnymead Blvd. CIP 79221			City Consultants	Project Management CIP 79221	Original Area	0	0	0	0	0	0	0	0

Item No. A.12

Oversight Board Approval Date: _____

MORENO VALLEY (RIVERSIDE)
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 13-14A)
July 1, 2013 through December 31, 2013

Item #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2013-14	Funding Source: Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other	Six-Month Total
29	Sunnymead Blvd. CIP 79221			Gibbs, Gidden, Locher, Turner & Senet LLP	Additional Legal Fees - CIP 79221	Original Area	0	0	0	0	0	0	0	0
30	Storm Drain/Day Street to Cottonwood CIP 79222			Gibbs, Gidden, Locher, Turner & Senet	Contractual Services PO# 42123 CIP 79222	Original Area	0	0	0	0	0	0	0	0
31	Storm Drain/Day Street to Cottonwood CIP 79222			City of Moreno Valley	Project Management CIP 79222	Original Area	0	0	0	0	0	0	0	0
32	Day Street/Alessandro Blvd to Cottonwood CIP 79724	5/12/2011	12/31/2012	DMC Design	Contractual Services PO#40920 CIP 79724	Original Area	0	0	0	0	0	0	0	0
33	Day Street/Alessandro Blvd to Cottonwood CIP 79724			AEI-CASC	Contractual Services PO#35423 CIP 79724	Original Area	0	0	0	0	0	0	0	0
34	Day Street/Alessandro Blvd to Cottonwood CIP 79724			Group Delta	Contractual Services PO#39828 CIP 79724	Original Area	0	0	0	0	0	0	0	0
35	Day Street/Alessandro Blvd to Cottonwood CIP 79724			KDAV Meridian	Contractual Services PO#41895 CIP 79724	Original Area	0	0	0	0	0	0	0	0
36	Day Street/Alessandro Blvd to Cottonwood CIP 79724			STI Inc	Contractual Services PO#41859 CIP 79724	Original Area	0	0	0	0	0	0	0	0
37	Day Street/Alessandro Blvd to Cottonwood CIP 79724			City of Moreno Valley	Project Management CIP 79724	Original Area	0	0	0	0	0	0	0	0
38	Auto Mall Street Upgrades CIP 79725	3/21/2012	12/31/2012	VA Consulting	Capital Project Contract, CIP 79725	Original Area	0	0	0	0	0	0	0	0
39	Auto Mall Street Upgrades CIP 79725			City of Moreno Valley	Project Management CIP 79725	Original Area	0	0	0	0	0	0	0	0
40	Auto Mall Street Upgrades CIP 79725	3/26/2012	12/31/2012	United Inspection (Geotech)	Capital Project Contract, CIP 79725	Original Area	0	0	0	0	0	0	0	0
41	Auto Mall Street Upgrades CIP 79725	12/13/2012	12/31/2012	VA Consulting Inc. (Survey)	Capital Project Contract, CIP 79725	Original Area	0	0	0	0	0	0	0	0
42	Auto Mall Street Upgrades CIP 79725	3/28/2012		SMESC (Contractor)	Capital Project Contract, CIP 79725	Original Area	0	0	0	0	0	0	0	0
43	Indian Basin, Appurtenant CIP 79726	7/15/2009	12/31/2012	Lim & Nascimento Engineering	Contractual Services PO#35828 CIP 79726	Original Area	0	0	0	0	0	0	0	0
44	Indian Basin, Appurtenant CIP 79726			City of Moreno Valley, cost allocation, and other expenses	Project Management CIP 79726	Original Area	0	0	0	0	0	0	0	0
45	Ironwood Ave-Day St/Bandy Dr CIP 79727	6/12/2009	3/31/2013	AEI-CASC Engineering	Capital Project Contract, CIP 79727	Original Area	0	0	0	0	0	0	0	0
46	Ironwood Ave-Day St/Bandy Dr CIP 79727			City of Moreno Valley, cost allocation, and other expenses	Project Management CIP 79727	Original Area	0	0	0	0	0	0	0	0
47	Ironwood Ave-Day St/Bandy Dr CIP 79727			Geotechnic	Capital Project Contract, CIP 79727	Original Area	0	0	0	0	0	0	0	0
48	Ironwood Ave-Day St/Bandy Dr CIP 79727			Survey Consultant	Project Management CIP 79727	Original Area	0	0	0	0	0	0	0	0
49	Ironwood Ave-Day St/Bandy Dr CIP 79727			Construction Consultant	Capital Project Contract, CIP 79727	Original Area	0	0	0	0	0	0	0	0
50	Ironwood Ave-Day St/Bandy Dr CIP 79727			Southern California Edison	Project Management CIP 79727	Original Area	0	0	0	0	0	0	0	0

Oversight Board Approval Date: _____

MORENO VALLEY (RIVERSIDE)
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 13-14A)
July 1, 2013 through December 31, 2013

Item #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2013-14	Funding Source: Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other	Six-Month Total
51	Nason/SR-60 Bridge CIP 79718			Singer & Coffin, APC	Legal services CIP 79718	Original Area	0	0	0	0	0	0	0	0
52	Nason/SR-60 Bridge CIP 79718			City of Moreno Valley	Project Management and associated costs CIP 79718	Original Area	0	0	0	0	0	0	0	0
53	Nason/SR-60 Bridge CIP 79718			CGR Consultants	Project Management CIP 79718	Original Area	0	0	0	0	0	0	0	0
54	Nason/SR-60 Bridge CIP 79718			Moreno Valley Utility	Lighting CIP 79718	Original Area	0	0	0	0	0	0	0	0
55	Nason/SR-60 Bridge CIP 79718	7/7/2010		Caltrans	State furnished materials CIP 79718	Original Area	0	0	0	0	0	0	0	0
56	Nason/SR-60 Bridge CIP 79718	7/7/2010		Caltrans	State source inspection fees CIP 79718	Original Area	0	0	0	0	0	0	0	0
57	Nason/SR-60 Bridge CIP 79718	7/7/2010		CHP	Construction zone enforcement (COZEEP) CIP 79718	Original Area	0	0	0	0	0	0	0	0
58	Nason/SR-60 Bridge CIP 79718	9/21/2011	12/31/2014	Parsons Transportation	Design-related costs CIP 79718	Original Area	0	0	0	0	0	0	0	0
59	Nason/SR-60 Bridge CIP 79718	9/21/2012	6/30/2015	Tetra Engineering	Construction right-of-way inspection Services CIP 79718	Original Area	0	0	0	0	0	0	0	0
60	Nason/SR-60 Bridge CIP 79718			Contractor	Construction Contract CIP 79718	Original Area	0	0	0	0	0	0	0	0
61	Nason/SR-60 Bridge CIP 79718			Survey Consultant	Construction Services - Survey CIP 79718	Original Area	0	0	0	0	0	0	0	0
62	Nason/SR-60 Bridge CIP 79718			Geotechnical Consultant	Construction Services - Geotechnical CIP 79718	Original Area	0	0	0	0	0	0	0	0
63	Nason/SR-60 Bridge CIP 79718			SCE	Utility relocation CIP 79718	Original Area	0	0	0	0	0	0	0	0
64	Nason/SR-60 Bridge CIP 79718			EMWD	Permits/Fees, CIP 79718	Original Area	0	0	0	0	0	0	0	0
65	Nason/SR-60 Bridge CIP 79718			RCFC&WCD	Permits/Fees, CIP 79718	Original Area	0	0	0	0	0	0	0	0
66	Moreno Beach Ramps - Phase 1 CIP 79731			City of Moreno Valley	Project Management and associated costs CIP 79731	Original Area	0	0	0	0	0	0	0	0
67	Moreno Beach Ramps - Phase 1 CIP 79731			City of Moreno Valley	City-furnished equipment - CIP 79731	Original Area	0	0	0	0	0	0	0	0
68	Moreno Beach Ramps - Phase 1 CIP 79731			City of Moreno Valley	Project Management and associated costs CIP 79731	Original Area	0	0	0	0	0	0	0	0
69	Moreno Beach Ramps - Phase 1 CIP 79731	9/21/2011	12/31/2014	Parsons Transportation	Design-related costs CIP 79731	Original Area	0	0	0	0	0	0	0	0
70	Moreno Beach Ramps - Phase 1 CIP 79731	4/30/2012	12/31/2014	Parsons Transportation	Construction support CIP 79731	Original Area	0	0	0	0	0	0	0	0
71	Moreno Beach Ramps - Phase 1 CIP 79731	7/16/2012	6/30/2015	Tetra Engineering	Construction/Re-review CIP 79731	Original Area	0	0	0	0	0	0	0	0
72	Moreno Beach Ramps - Phase 1 CIP 79731	7/16/2012	6/30/2015	Tetra Engineering	Construction right-of-way inspection Services CIP 79731	Original Area	0	0	0	0	0	0	0	0
73	Moreno Beach Ramps - Phase 1 CIP 79731			So. Calif. Edison	Utility Relocation CIP 79731	Original Area	0	0	0	0	0	0	0	0
74	Moreno Beach Ramps - Phase 1 CIP 79731	1/4/2012		Caltrans	State-furnished materials CIP 79731	Original Area	0	0	0	0	0	0	0	0
75	Moreno Beach Ramps - Phase 1 CIP 79731	1/4/2012		Caltrans	State source inspection fees CIP 79731	Original Area	0	0	0	0	0	0	0	0

Item No. A.12

Oversight Board Approval Date: _____

MORENO VALLEY (RIVERSIDE)
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 13-14A)
July 1, 2013 through December 31, 2013

Item #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2013-14	Funding Source: Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other	Six-Month Total
78	Moreno Beach Ramps - Phase 1 CIP 79733	1/4/2012		CHP	CHP - construction zone enforcement (COZEEP) CIP 79733	Original Area	0	0	0	0	0	0	0	0
77	Moreno Beach Ramps - Phase 1 CIP 79733			[illegible]	Construction Staking CIP 79733	Original Area	0	0	0	0	0	0	0	0
76	Moreno Beach Ramps - Phase 1 CIP 79733			[illegible]	Construction Geo - Survey CIP 79733	Original Area	0	0	0	0	0	0	0	0
75	Moreno Beach Ramps - Phase 1 CIP 79733			[illegible]	Construction Geo - Geotechnical CIP 79733	Original Area	0	0	0	0	0	0	0	0
20	Moreno Beach Ramps - Phase 1 CIP 79733			RCFC&WCD	Permits/Fees, CIP 79733	Original Area	0	0	0	0	0	0	0	0
21	Moreno Beach Ramps - Phase 1 CIP 79733			EMWD	Permits/Fees, CIP 79733	Original Area	0	0	0	0	0	0	0	0

MV00193291

MORENO VALLEY (RIVERSIDE)

Pursuant to Health and Safety Code section 34186 (a)

PRIOR PERIOD ESTIMATED OBLIGATIONS vs. ACTUAL PAYMENTS

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 8)

July 1, 2012 through December 31, 2012

Item #	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	Admin		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other	
					Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual
					$1,700,000	$1,700,000	$4,326,569	$3,619,675	$1,834,565	$1,628,315	$325,000	$134,807	$2,412,358	$2,055,908	$0	$0
1	Improvement Area No. 1 Special Tax Refunding Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance the reconstruction of public facilities	Original Area									130,013	130,013		
2	CFD No. 3 - Auto Mall Reimburse	Wells Fargo Bank	Reconstruction of public facilities	Original Area									17,569	17,569		
3	2011 Refunding of 97 LRB Bonds	Bank of America	Construction of a public facility	Original Area									75,000	75,000		
4	2009 Lease Revenue Bonds	Wells Fargo Bank	Redevelopment East project	Original Area									404,799	404,799		
5	Ongoing Housing Monitoring Requirements	City of Moreno Valley/Successor Agency	Costs to perform the recertification and monitoring of housing units	Original Area									20,000	0		
6	Contract for Legal Services	Stradling, Yocca, Carlson & Rauth	Legal services - General	Original Area									36,000	36,015		
7	Contract for Legal Services	Fennick Mooney Thomson & Olson	Legal services - Oversight Board Legal Counsel	Original Area									36,000	4,981		
8	Contract for Assessment of Properties	Property Services, Inc	Housing-related abatement of Agency owned properties	Original Area									5,000	334		
9	Contract for Special Tax Reporting	Willdan/Staff Administration	Preparation of Continuing Disclosure Report	Original Area									2,500	0		
10	CalPERS Retirement Liability	Retirement System (CalPERS)	Unfunded PERS Retirement Liability Acct	Original Area									13,855	13,855		
11	Retiree Medical Trust (CERBT)	Medical Trust/CERBT/CalPERS	Unfunded Retiree Medical Trust Acct	Original Area									4,462	4,462		
12	Agency Loans #1 &#2	City of Moreno Valley	City/Agency Loan Agreement	Original Area									0			
13	Conference & Recreation Cnty Agreement	Wells Fargo Bank	Debt service payments/Purchase and Sale Agreement	Original Area									0			
14	Polo Club Acquisition Note	The Price Family Charitable Fund	Participation Agreement	Original Area									240,000	240,131		
15	Temporary Acquisition Note	City of Moreno Valley	Participation Agreement	Original Area									240,000	247,803		
16	Kaufman/Dawson 208 Land	City of Moreno Valley	Land purchase - Accord Square	Original Area									0			
17	Agreement	Boys Book Addition	Participation Agreement	Original Area									250,000	250,000		
18	Robertson's Ready Mix, Inc. CPA	Robertson's Ready Mix, Inc.	Owner Participation Agreement	Original Area									0			
19	Rancho Dorado Apartments	Rancho Dorado, Inc.	Affordable Housing Agreement	Original Area									0			
20		(MVHA)	Affordable Housing Agreement	Original Area									600,000	600,000		
21	Rancho Dorado Apts - South	Stradling, Yocca, Carlson & Rauth	Rancho Dorado Apts	Original Area									12,500			
22		Stewart Acquisition	Title & Closing Costs	Original Area									2,500			
23		Epsilon	Capital Project Contract, CIP 79221	Original Area									50,000			
24	Cottonwood/Bird	Nolte & Associates	Capital Project Contract, CIP 79221	Original Area									775,000			
25	CIP 79221	City of Moreno Valley	Project Management CIP 79221	Original Area									12,360	115		
26		City Consultants	Project Management CIP 79221	Original Area									1,960			
27		Best Best &	Additional Legal Fees - CIP 79221	Original Area									66,000	5,336		
28	Stern Dr/Holiday Street to Cottonwood	Salter*	Construction Services PO# 42120 CIP 79222	Original Area									6,205	4,015		
29	CIP 79222	City of Moreno Valley	Project Management CIP 79222	Original Area									1,555	12,370		
30		DBG Design	Contractual Services PO#40901 CIP 79724	Original Area	5,851											
31		ASC/DBG	Contractual Services PO#35428 CIP 79724	Original Area	6,775											
32	Gilay Street/Alessandro Blvd to Cottonwood	Group Delta	Contractual Services PO#35528 CIP 79724	Original Area	7,959											
33	CIP 79724	KJM Minutes	Contractual Services PO#41665 CIP 79724	Original Area	3,999											
34		ASC Inc.	Contractual Services PO#41658 CIP 79724	Original Area	78,322											
35		City of Moreno Valley	Project Management CIP 79724	Original Area	20,366	13,966										
36		VA Consulting	Capital Project Contract CIP 79725	Original Area	2,355	2,324										
37		City of Moreno Valley	Project Management CIP 79725	Original Area	6,451	11,031										
38	Auto Mall Street Upgrades CIP 79725	United Inspection (Geotech)	Capital Project Contract, CIP 79725	Original Area	1,575											
39		VA Consulting Inc. (Survey)	Capital Project Contract, CIP 79725	Original Area	3,650											
40		SMBEC (Contractor)	Capital Project Contract, CIP 79725	Original Area	150,324	205,809										
41	Indian Basin Appurtenant	Hall & Nassiopoulos Engineering	Contractual Services PO#35528 CIP 79726	Original Area	50,000	55,386										
42	CIP 79726	City of Moreno Valley	Project Management CIP 79726	Original Area	20,000											
43	Perimeter Ave/Day St/Bentley Dr	ABI-CASC Engineering	Capital Project Contract, CIP 79727	Original Area	32,672	11,743										
44	CIP 79727	City of Moreno Valley	Project Management CIP 79727	Original Area	8,000	12,554										
45		Best & Krieger, APC	Legal Services CIP 79718	Original Area	750											
46		Parsons Transportation	Contractual Services CIP 79718 - Design	Original Area	0	453,466										
47		City Consultants	Project Management CIP 79718	Original Area	350	150										
48		City of Moreno Valley	Project Management CIP 79718	Original Area	33,795	46,973										
49		Pacific	Capital Project Contract, CIP 79718	Original Area	10,000											
50	Nason/SR-60 Bridge	Riverside Construction Co.	Capital Project Contract, CIP 79719	Original Area	1,000,000											

MORENO VALLEY (RIVERSIDE)

Pursuant to Health and Safety Code section 34186 (a)

PRIOR PERIOD ESTIMATED OBLIGATIONS vs. ACTUAL PAYMENTS

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS II)

July 1, 2012 through December 31, 2012

item #	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other	
					Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual
					$1,700,000	$1,700,000	$6,326,569	$3,518,675	$1,684,465	$1,819,915	$325,000	$324,800	$7,812,358	$3,065,000	$0	$0
29	CIP 79716	Falcon Engineering - CM	Capital Project Contract CIP 79716	Original Area			110,000	5,300								
30		Leighton Consulting Inc	Capital Project Contract CIP 79716	Original Area			10,000									
31		City of Moreno Valley	Project Management CIP 79716	Original Area			26,955									
		Gibbs, Gidden, Lochner, Turner & Brandt*	Legal Fees - CIP 79716	Original Area			933	1,449								
32		[illegible]	[illegible] CIP 79716	Original Area			10,000									
33		City of Moreno Valley	Project Management CIP 79726	Original Area			159,145	59,113								
34		STK Architecture	Capital Project Contract, CIP 79726	Original Area			93,811	76,272								
35	Moreno Park Fire Station CIP 79726	Silver Creek Industries	Capital Project Contract, CIP 79726	Original Area			1,519,995	2,053,865								
36		Ecco Valley	Capital Project Contract CIP 79726	Original Area			817	5,890								
37		Riverside County IT	Capital Project Contract, CIP 79726	Original Area			13,230	16,561								
38		Construction Contract	Construction Costs CIP 79726	Original Area			351,865	36,123								
39		City of Moreno Valley	Project Management and associated costs CIP 79731	Original Area			64,135	60,193								
40		Staff Consultants	Capital Project Contract CIP 79731	Original Area			2,166	3,353								
41		Overy Engineering	Capital Project Contract CIP 79731	Original Area			10,000									
42		Falcon Engineering - CM	Capital Project Contract CIP 79731	Original Area			98,544	74,870								
43	Moreno Beach Ramps - Phase 1 CIP 79731	Geoc & Moore Geotechnical	Capital Project Contract CIP 79731	Original Area			10,000									
44		CHP	Coast water enforcement CIP 79731	Original Area			30,000									
45		EMWD	Permits/Fees, CIP 79731	Original Area			39,955	11,000								
		Gibbs, Gidden, Lochner, Turner & Brandt*	Legal Fees - CIP 79731	Original Area			1,000									
46		Persons Transportation	Design/Construction/Landscape-related costs CIP 79731	Original Area			37,055	265,723								
47	2007 Tax Allocation Bonds****	Wells Fargo Bank	Debt service payments for bonds issued to finance various capital projects*	Original Area					1,246,892	1,241,842						
48	2007 Special Tax Refunding Bonds - Groveside 97 *****	Wells Fargo Bank	Debt service payments for bonds issued to finance the acquisition of public facilities*	Original Area					587,573	587,573						
49	Rancho Dorado Apts - South*	Moreno Valley Housing Authority (MVHA)	Affordable Housing Agreement	Original Area	1,700,000	1,700,000										
1	Civil/Admin Employee Payroll	City of Moreno Valley/Emp/Admin	Payroll Costs	Original Area							325,000	324,800				

MV00193293

MORENO VALLEY (RIVERSIDE)

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 13-14A) – Notes (Optional)

July 1, 2013 through December 31, 2013

Item #	Project Name / Debt Obligation	Notes/Comments
1	2007 Tax Allocation Bonds	
2	2007 Special Tax Refunding Bonds - Towngate 87-1	
3	Improvement Area No. 1 Special Tax Refunding Bonds	
4	CFD No. 3 - Auto Mall Refinance	
5	2011 Refunding of 97 LRB Bonds	
6	2005 Lease Revenue Bonds	
7	On-going Housing Monitoring Requirements	
8	Contract for Legal Services	
9	Contract for Legal Services	
10	Contract for Abatement of Properties	
11	Contract for Audit Services	
12	Contract for Special Tax Reporting	
13	CalPERS Retirement Liability	
14	Retiree Medical Trust (CERBT)	
15	Agency Loans #1 &# 2	
16	Price Club Acquisition Note	
17	Towngate Acquisition Note	
18	Moss Bros. Autogroup Participation Agreement	
19	Robertson's Ready Mix, Inc. OPA	
20	Hemlock Family Apartments	
21	Rancho Dorado Apts - South (Second Phase)	
22	Rancho Dorado Apts - South (Second Phase)	
23	Rancho Dorado Apts - South (Second Phase)	
24	Payroll Costs/Operating Costs	
25	Sunnymead Blvd. CIP 79221	Litigation Pending.
26	Sunnymead Blvd CIP 79221	Litigation Pending.
27	Sunnymead Blvd. CIP 79221	Litigation Pending.
28	Sunnymead Blvd. CIP 79221	Litigation Pending.
29	Sunnymead Blvd. CIP 79221	Litigation Pending.
30	Storm Drain/Day Street to Cottonwood CIP 79222	Litigation Pending
31	Storm Drain/Day Street to Cottonwood CIP 79222	Litigation Pending.
32	Day Street/Alessandro Blvd to Cottonwood CIP 79724	The project is complete.
33	Day Street/Alessandro Blvd to Cottonwood CIP 79724	The project is complete.
34	Day Street/Alessandro Blvd to Cottonwood CIP 79724	The project is complete.
35	Day Street/Alessandro Blvd to Cottonwood CIP 79724	The project is complete.
36	Day Street/Alessandro Blvd to Cottonwood CIP 79724	The project is complete.
37	Day Street/Alessandro Blvd to Cottonwood CIP 79724	The project is complete.
38	Auto Mall Street Upgrades CIP 79725	The project is complete.
39	Auto Mall Street Upgrades CIP 79725	The project is complete.
40	Auto Mall Street Upgrades CIP 79725	The project is complete.
41	Auto Mall Street Upgrades CIP 79725	The project is complete.

8

Item No. A.12

MORENO VALLEY (RIVERSIDE)

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 13-14A) – Notes (Optional)

July 1, 2013 through December 31, 2013

Item #	Project Name / Debt Obligation	Notes/Comments
42	Auto Mall Street Upgrades CIP 79725	The project is complete.
43	Indian Basin, Appurtenant CIP 79726	The project is complete.
44	Indian Basin, Appurtenant CIP 79726	The project is complete.
45	Ironwood Ave-Day St/Barclay Dr CIP 79727	The project is complete.
46	Ironwood Ave-Day St/Barclay Dr CIP 79727	The project is complete.
47	Ironwood Ave-Day St/Barclay Dr CIP 79727	The project is complete.
48	Ironwood Ave-Day St/Barclay Dr CIP 79727	The project is complete.
49	Ironwood Ave-Day St/Barclay Dr CIP 79727	The project is complete.
50	Ironwood Ave-Day St/Barclay Dr CIP 79727	The project is complete.
51	Nason/SR-60 Bridge CIP 79718	The project is complete.
52	Nason/SR-60 Bridge CIP 79718	The project is complete.
53	Nason/SR-60 Bridge CIP 79718	The project is complete.
54	Nason/SR-60 Bridge CIP 79718	The project is complete.

MINUTES - REGULAR MEETING OF FEBRUARY 12, 2013
(Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00193297

MINUTES - REGULAR MEETING OF FEBRUARY 12, 2013
(Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00193299

MINUTES - REGULAR MEETING OF FEBRUARY 12, 2013
(Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00193301

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Suzanne Bryant, Acting City Attorney

AGENDA DATE: February 26, 2013

TITLE: PUBLIC HEARING TO ADOPT AN INTERIM URGENCY ORDINANCE OF THE CITY OF MORENO VALLEY, CALIFORNIA, MAKING FINDINGS AND EXTENDING A MORATORIUM ON THE ISSUANCE OF LAND USE ENTITLEMENT IN FOUR DESIGNATED LOCATIONS ALONG THE SR-60 EAST CORRIDOR AREA

RECOMMENDED ACTION

Recommendation: That the City Council:

1. Conduct a Public Hearing to allow the public an opportunity to comment on the proposed Interim Urgency Ordinance.

2. Adopt Interim Urgency - Ordinance No. 861 - An Interim Urgency Ordinance of the City of Moreno Valley, California, making findings and extending a moratorium on the Issuance of Land Use Entitlements in four designated locations along the SR-60 East corridor area.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A.

BACKGROUND

During the discussion regarding the preparation of a land use overlay (Item G.1.) at the January 8, 2013 City Council meeting, the City Council directed that a moratorium be placed on the January 22, 2013 agenda for the four designated locations along the SR-60 East corridor area that will be studied by a planning consultant.

At the January 22, 2013 City Council meeting, the Council adopted an interim urgency ordinance that prohibits any land use entitlements in the four designated areas for a 45 day period while the planning consultant is retained and begins to conduct the study. The interim urgency ordinance adopted on January 22, 2013 can only be in effect 45 days from its date of adoption.

DISCUSSION

Staff, in a separate agenda item, has provided a status update on what has happened since the interim urgency ordinance was adopted. The Council can extend the interim ordinance for 10 months and 15 days so that the study for the four designated areas may continue. While the ordinance adopted on January 22, 2013 can only be in effect for 45 days, it can be extended for 10 months and 15 days upon further Council action. Therefore, this item has been set for a public hearing to consider the extension of the interim urgency ordinance. In order to extend the interim urgency ordinance a four-fifths vote of the Council is required.

ALTERNATIVES

If the Council chooses not to extend the interim urgency ordinance, it will automatically expire 45 days after January 22, 2013 (March 8, 2013).

FISCAL IMPACT

No known fiscal impacts to the City.

CITY COUNCIL GOALS

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

SUMMARY

The City Council, at their January 8, 2013 meeting directed that a moratorium be placed on the January 22, 2013 agenda. At the January 22, 2013 Council meeting, the urgency interim ordinance was adopted for a 45 day period. Extending the moratorium by the attached ordinance will require a minimum of a four-fifths vote.

NOTIFICATION

Posting of the agenda and publication in the newspaper.

ATTACHMENTS

Attachment 1 – Proposed Ordinance

Prepared By:
Suzanne Bryant
Acting City Attorney

Department Head Approval:
Suzanne Bryant
Acting City Attorney

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00193305

ORDINANCE NO. 861

AN INTERIM URGENCY ORDINANCE OF THE CITY OF MORENO VALLEY, CALIFORNIA, MAKING FINDINGS AND EXTENDING A MORATORIUM ON THE ISSUANCE OF LAND USE ENTITLEMENTS IN FOUR DESIGNATED LOCATIONS ALONG THE SR-60 EAST CORRIDOR AREA

The City Council of the City of Moreno Valley does hereby ordain as follows:

SECTION 1. FINDINGS

The City Council of the City of Moreno Valley hereby finds, determines, and declares that:

A. On January 22, 2013, at a duly noticed public meeting, the City Council lawfully adopted an urgency ordinance (Ordinance No. 859) imposing a moratorium on land use entitlements in four designated locations along the SR-60 East Corridor Area (identified in Exhibit A) pending study of a potential amendment to the City's general plan and zoning designations.

B. Government Code § 65858(a) authorized the City Council to adopt Ordinance No. 859 as an urgency measure, effective immediately and without public hearing, to protect the public safety, health and welfare. The interim ordinance may prohibit any uses which may be in conflict with general plan, specific plan, or zoning proposals which the City is considering or studying or intends to study within a reasonable time. Government Code § 65858 provides that Ordinance No. 859 expires and is no further force and effect forty-five (45) days from its date of adoption, unless the City Council extends the urgency ordinance following notice and a public hearing.

C. Prior to the hearing on this Ordinance, the City Council issued a written report describing the measures and actions taken by the City to alleviate the circumstances and conditions that led to the adoption and extension of Ordinance No. 859, as required by Government Code § 65858(d).

D. On February 26, 2013, in accordance with Government Code § 65858, the City Council held a properly noticed public hearing to consider extending the moratorium for a period of ten (10) months and fifteen (15) days from the date that Ordinance No. 859 would have otherwise expired.

E. The City Council has determined that the circumstances and conditions that led to the adoption of Ordinance No. 859, which are set forth therein and summarized herein, have not been alleviated as of the date of this Ordinance and would continue to create the concerns described in Ordinance No. 859.

F. Within the four designated locations along the SR-60 East Corridor Area identified on Exhibit A, there are a wide variety of planned and existing land uses, including residential, commercial, retail, business park, and industrial uses. The approval of applications to develop currently vacant parcels within these designated areas could result in the development of potentially incompatible uses, and could frustrate the City's intent to pursue a comprehensive planning approach for the designated area.

G. An extension of the moratorium is necessary to protect the public health, safety and welfare of the City and its residents because the untimely development of potentially incompatible uses could diminish the quality of life for current or future residents, and could frustrate the City's efforts to comprehensively plan for the most economically viable use of the area. The City Council has determined that a comprehensive review of the City's General Plan and zoning designations in this area is necessary, and has directed that a study be done to recommend changes to the Zoning Code and/or General Plan policies to facilitate compatible and economically-viable land use and development within the designated areas along the SR-60 East Corridor.

H. In 2000, the City Council adopted an interim urgency ordinance (Ordinance No. 573) and extended the interim ordinance (Ordinance No. 576) under the authority of Government Code § 65858. Ordinances No. 573 as extended by Ordinance No. 576 imposed a moratorium on land use approvals in some locations covered by this interim Ordinance. As required by Government Code § 65858(f), the City Council finds that the moratorium adopted in 2000 was adopted to protect the public health, safety, and welfare from an event separate and distinct from the circumstances that give rise to the current Ordinance. The 2000 moratorium was specifically adopted in response to litigation that caused the City to rescind Specific Plan 217. The current Ordinance is adopted for the reasons identified in Sections A through H of this Ordinance, relating to compatibility of existing and planned land uses in the designated locations.

I. In order to prevent the frustration of the City's study of potential changes to the City's Zoning Code and other adopted policies and the implementation thereof, the public interest, health, safety and welfare require the extension of Ordinance No. 859. The absence of this Ordinance would create a serious threat to the orderly and effective implementation of any zoning amendments, general plan amendments, or specific plan amendments which may be adopted by the City as a result of the studies.

J. The City Council finds that this Ordinance is immediately required to preserve the status quo in the four designated areas during the period of time required to complete the studies and potential revisions to the general plan, specific plans, or zoning ordinance in order to protect public safety, health, and welfare of the City and its residents.

K. The City Council further finds, based on the findings stated herein, the anticipated State Route 60 East Corridor Area Study, public comment and evidence presented at the public hearing, that in accordance with Government Code § 65858(c):

1. The continued approval of the development of multifamily housing projects would have a specific, adverse, impact on the public health or safety. As used in this paragraph, a "specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the ordinance is adopted by the legislative body. The development of residential uses in close proximity to SR 60 and existing industrial and large-scale commercial uses would result in significant, quantifiable, direct, and unavoidable impacts to the health or safety of future residents. Such development would violate objective, written public health or safety standards set forth in the City's General Plan by exposing future residents to the effects of incompatible land uses, including high levels of noise. Continued approval of multifamily housing projects in the moratorium area would violate the following General Plan policies:

- The General Plan Land Use Map, which was designed to locate residential land uses away from high noise levels;

- Goal 2.1 ("a pattern of land uses, which organizes future growth, minimizes conflicts between land uses, and which promotes the rational utilization of presently underdeveloped and undeveloped parcels");

- Policy 2.2.17 ("discourage nonresidential uses on local residential streets that generate traffic, noise or other characteristics that would adversely affect nearby residents");

- Policy 2.4.3 ("the commercial area located on the north side of State Route 60 at the intersection of Moreno Beach Drive shall provide for the establishment of commercial land uses that serve the daily needs of the surrounding residential neighborhood and the traveling public. It is not intended to serve the needs of the region for goods, services, entertainment or shall identify the particular uses and type of development permitted on each parcel, which could include office uses and compatible noncommercial uses.");
- Policy 2.5.2 ("locate manufacturing and industrial uses to avoid adverse impacts on surrounding land uses");

- Objective 6.3 ("provide noise compatible land use relationships by establishing noise standards utilized for design and siting purposes"); and

- Objective 6.5 ("minimize noise impacts from significant noise generators such as, but not limited to, motor vehicles, trains, aircraft, commercial, industrial, construction, and other activities").

2. The interim ordinance is necessary to mitigate or avoid the specific, adverse impact identified pursuant to paragraph (1), above. The continued development of residential uses could result in a long-term conflict between new residential and existing industrial/commercial land uses. By temporarily halting new development, the City can effectively evaluate and implement changes to its General Plan or Zoning Code to avoid such conflicts.

3. There is no feasible alternative to satisfactorily mitigate or avoid the specific, adverse impact identified in paragraph (1) as well or better, with a less burdensome or restrictive effect, than the adoption of the proposed interim ordinance.

L. The City Council finds, determines, and declares that there is a current and immediate threat to the public health, safety or welfare of the City and its citizens and that the approval of entitlements for new development in the designated areas would result in that threat to public health, safety or welfare, thereby necessitating the extension of Ordinance No. 859. The facts constituting such an urgency are set forth in Sections A-K, inclusive, of this Ordinance and Ordinance No. 859.

M. The City Council further finds that this is a matter of City-wide importance and is not directed towards nor targeting any particular parcel of property or proposed use.

SECTION 2. URGENCY MEASURE

Pursuant to Government Code § 65858, it is hereby declared that this Ordinance is necessary as an emergency, urgency measure for preserving the public health, safety and welfare. Until the City's Zoning Code can be thoroughly examined and changed, as determined necessary by the City Council, to eliminate the potential adverse impacts or conflicts that such uses may cause within the designated areas, no land use permit shall be granted. This includes the approval of subdivisions, zone changes, use permits, variances, building permits, or any other applicable entitlement for land use that would result in new development in the designated areas. This moratorium does not preclude the issuance of building permits that would establish uses that received any land use approval from the Planning Commission prior to the adoption of Ordinance No. 859, nor shall it prohibit the issuance of building permits for modifications to existing structures in the designated areas. The City Council specifically recognizes that there will be a moratorium on all land use entitlements for new development at the four locations identified on Exhibit A.

SECTION 3. EXPIRATION

This Ordinance shall extend the effective period of Ordinance No. 859 for a period of ten (10) months and fifteen (15) days from the date that Ordinance No. 859 would have otherwise expired, unless further extended by the City Council pursuant to the procedures set forth in Government Code § 65858.

SECTION 4. SEVERABILITY

If any section, subsection, sentence, clause, phrase or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed and adopted this Ordinance, and each and all provisions hereof, irrespective of the fact that one or more provisions may be declared invalid.

SECTION 5. PUBLICATION

The City Clerk shall certify to the passage of this Ordinance and cause the same to be published in the manner prescribed by law.

SECTION 6. EFFECTIVE DATE

This Ordinance shall be introduced, passed and adopted at one and the same meeting and shall become effective immediately and shall extend the effective period of Ordinance No. 859 for a period of ten (10) months and fifteen (15) days from the date that Ordinance No. 859 would have otherwise expired. The reasons for this urgency are set forth in Paragraphs A-K, inclusive, and Section 1, of this Ordinance.

Passed, approved and adopted this 26th day of February, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

URGENCY ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that urgency Ordinance No. 861 was read and duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 26th day of February, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

City Clerk

(SEAL)

Exhibit A

SR-60 East Corridor Area

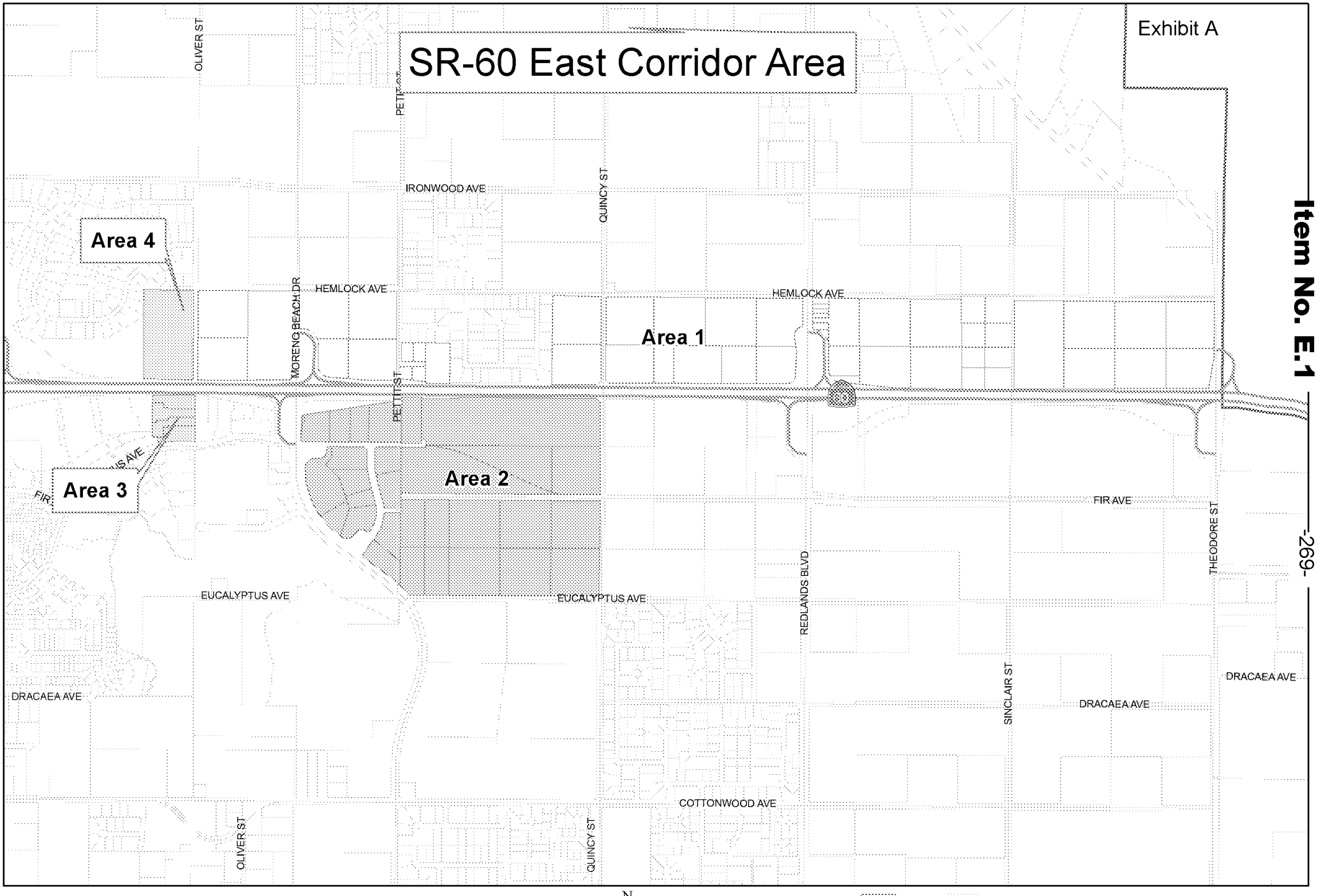

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map.

N

0 0.125 0.25 0.5 Miles

Area1
Area2
Area3
Area4
Parcels
City Boundary

MORENO VALLEY
WHERE DREAMS SOAR

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MV00193313

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Michelle Dawson, Assistant City Manager

AGENDA DATE: February 26, 2013

TITLE: APPROVE RESOLUTION NO. 2013-15 ESTABLISHING THE MAYOR'S AD HOC COMMITTEE ON INCREASING GRADUATION RATES

RECOMMENDED ACTION

Recommendation: That the City Council:

1. Approve Resolution No. 2013-15 establishing a Mayor's Ad Hoc Committee on Increasing Graduation Rates. Resolution No. 2013-15 - A Resolution of the City Council of the City of Moreno Valley, California, Establishing A Mayor's Ad Hoc Committee on Increasing Graduation Rates

BACKGROUND

According to the California Department of Education, the high school graduation rate for Moreno Valley Unified School District's Class of 2010-11 was 69%*. This is lower than both the national and state averages (the graduation rate in California for 2010-11 was 76%).

DISCUSSION

Too many Moreno Valley high school students are leaving school without graduating. While the leadership of MVUSD is making every effort to remediate the various factors that contribute to low graduation rates, schools are just one part of what needs to be a community-wide effort.

At their workshop conducted on February 2, 2013, the City Council agreed to support a partnership among the City, Moreno Valley Unified School District (MVUSD) and the

*This statistic represents the cohort graduation rate which is the percentage of students who enter ninth grade together that then graduated within four years.

business community to make increasing our graduation rate a top priority. Mayor Owings is proposing the formation of a Mayor's Ad Hoc Committee on Increasing Graduation Rates. The goal of this committee will be to increase graduation rates through the implementation of a focused partnership among the City of Moreno Valley, the Moreno Valley Unified School District and the business community. It is necessary to focus efforts on students throughout their time in our school system, teaching them and their families the importance of good study habits while in elementary school, supporting programs such as AVID that increase schoolwide learning and performance, expanding the successful vocational training programs currently in place, and establishing partnerships within the community for job training and internship opportunities.

The Mayor's Ad Hoc Committee on Increasing Graduation Rates is proposed to identify talented, purposeful and generous community members with a desire to make a positive impact on our youth. The proposed resolution will establish the committee as a four-year ad hoc committee tasked with mentoring students and providing them with meaningful work and life skills that will translate to higher graduation rates. Ad Hoc Committees are temporary committees established by the City Council to achieve a purported goal. As proposed, the Ad Hoc Committee on Increasing Graduation Rates will terminate on June, 30, 2017 but may be extended by the City Council following a review of the Committee's achievements. Should the Mayor and City Council choose to extend the term of the Committee after June 30, 2017 it may consider establishing a standing commission or board through adoption of an ordinance.

Mayor Owings has approached MVUSD Superintendent Dr. Judy White and requested that she accept the role of Chairperson of the Mayor's Ad Hoc Committee on Increasing Graduation Rates. As proposed in the attached resolution, the Committee will consist of the Chairperson and at least four other members selected by the Mayor and Chairperson. Additional members may be appointed at the discretion of the Chair. The membership of the committee as proposed would deviate from other City-established boards and commissions in that residency in Moreno Valley would not be a requirement. The intent is to create partnerships with as many dedicated people and businesses as we can to achieve the goal of the committee, therefore limiting membership strictly to city residents would be too constricting. An application process will be used in accordance with standards established by City boards and commissions. One membership appointment may be reserved for a youth member at the discretion of the Chair. As stated in the resolution, the Committee will have the following powers and duties:

a. Develop and implement programs and/or services that will further the goal of increasing graduation rates in Moreno Valley.
b. Recruit students, businesses, and volunteers from the community to assist in this effort.
c. Solicit funds from governmental agencies, private contributions, grants, sponsorships or participate in other fundraising opportunities.
d. Submit periodic status reports to the Mayor and City Council.

Following discussion with the Mayor and in anticipation of the formation of the Mayor's Ad Hoc Committee on Increasing Graduation Rates, Superintendent White has already discussed with City staff a potential program to move toward the stated goal of the committee. The concept for this is a summer internship program linking the classrooms with the business community. The program would combine one week of specialized instruction on professional development followed by several weeks of on-the-job training through an internship. The student interns would be paid a small stipend at the end of the program. Mayor Owings has also met with Riverside County Superintendent of Schools Kenneth Young about the success of AVID programs in closing the achievement gap and the desire to expand these programs as well. While these are just two ideas, they are examples of the type of programs that the Mayor's Ad Hoc Committee on Increasing Graduation Rates would develop, support and/or implement.

ALTERNATIVES

1. Approve the proposed Resolution establishing a Mayor's Ad Hoc Committee on Increasing Graduation Rates. *Staff recommends this alternative as it promotes the City Council's stated desire to partner with the Moreno Valley Unified School District and the business community to focus efforts on increasing high school graduation rates.*

2. Do not approve the proposed Resolution establishing a Mayor's Ad Hoc Committee on Increasing Graduation Rates. *Staff does not recommend this alternative as it would not promote the City Council's stated desire to partner with the Moreno Valley Unified School District and the business community to focus efforts on increasing high school graduation rates.*

FISCAL IMPACT

There is no fiscal impact.

CITY COUNCIL GOALS

Positive Environment: Create a positive environment for the development of Moreno Valley's future.

ATTACHMENTS

Attachment 1: Proposed Resolution
Attachment 2: Cover for Application Form
Attachment 3: Application Form: Mayor's Ad Hoc Committee on Increasing Graduation Rates

Prepared By:
Michelle Dawson
Assistant City Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ESTABLISHING A MAYOR'S AD HOC COMMITTEE ON INCREASING GRADUATION RATES

WHEREAS, earning a diploma is evidence of dedication, hard work and commitment; and

WHEREAS, high school graduates have an advantage in the job market and typically earn more money than students who did not complete their high school education; and

WHEREAS, the leadership at Moreno Valley Unified School District ("District") is dedicated to providing quality education to Moreno Valley's youth, making "Excellence on Purpose" a way of life; and

WHEREAS, schools are just one part of a larger social system that includes families and communities, which are equally responsible for the development of youth; and

WHEREAS, at their February 2, 2013 Workshop, the Mayor and City Council agreed that achieving a more respectable graduation rate and supporting a Mayor's Ad Hoc Committee on Increasing Graduation Rates are top priorities for the City; and

WHEREAS, the goal of a Mayor's Ad Hoc Committee on Increasing Graduation Rates is to increase graduation rates through the implementation of a focused partnership among the City of Moreno Valley, the Moreno Valley Unified School District and the business community; and

WHEREAS, objectives to be achieved in the attainment of that goal include 1) creating a strong, healthy and supportive community that addresses the preparation of youth for college and/or career success and 2) responding responsibly to the business community's request for a highly qualified workforce; and

WHEREAS, Section 9.0 of the City's Rules of Procedure for Council Meetings and Related Functions and Activities, as established in City of Moreno Valley Resolution No. 2011-117, states that the City Council may, by motion or resolution, appoint ad hoc committees for particular temporary purposes;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. There is created a Mayor's Ad Hoc Committee on Increasing Graduation be appointed by the Mayor and Chair after reviewing applications submitted to the City Clerk's office in accordance with the standards

Rates.

2. The Ad Hoc Committee shall consist of at least 5 members including a Committee Chair who shall be appointed by the Mayor. Additional members may be added at the discretion of the Chair. The remaining members shall be appointed by the Mayor and Chair after reviewing applications submitted to the City Clerk's office in accordance with the standards established by other City Commissions and Boards. The Chair shall select a Vice Chair from among the appointed committee members.

3. One or more members may be a youth representative, at the discretion of the Chair.

4. The Mayor's Ad Hoc Committee on Increasing Graduation Rates shall be an Ad Hoc Committee formed for the particular purpose of focusing City, School District and business community effort and resources on programs and/or services to increase the graduation rate at Moreno Valley high schools.

5. Ad Hoc Committees are temporary and, as such, by adopting this resolution the City Council agrees that this will be a temporary committee which will expire on June 30, 2017.

6. Terms for committee members will also expire on that date. Any vacancies created on the committee prior to June 30, 2017 will be filled through the appointment of the Mayor and Chair after reviewing applications submitted to the City Clerk's office in accordance with the standards established by other City Commissions and Boards.

7. Should the Mayor and City Council choose to extend the life of the Committee after June 30, 2017, it may consider establishing a standing commission or board through adoption of an ordinance.

8. Should the Mayor and City Council extend the Committee as a standing commission or board, the terms of the Committee Members shall be defined within an ordinance establishing the board or commission.

9. Residency in the City of Moreno Valley shall not be a requirement for Committee membership.

10. Members of other City of Moreno Valley boards or commissions will be considered for Committee membership.

11. Unless otherwise stated in this resolution, all relevant sections of Municipal Code 2.06 shall apply to this Committee. chairperson, with the consent of the committee, may fix and appoint the membership of such subcommittees. Membership on a subcommittee need not be limited to

members of the committee except that the chairperson of the subcommittee shall be a member of the Ad Hoc Committee.

12. The Mayor's Ad Hoc Committee on Increasing Graduation Rates shall have the following power and duties:

    a. Develop and implement programs and/or services that will further the goal of increasing graduation rates in Moreno Valley.

    b. Recruit students, businesses, and volunteers from the community to assist in this effort.

    c. Solicit funds from private contributions, grants, sponsorships or participate in other fundraising opportunities.

    d. Submit periodic status reports to the Mayor and City Council.

13. The Ad Hoc Committee may establish such temporary subcommittees as it may deem expedient for the performance of its duties, and the chairperson, with the consent of the committee, may fix and appoint the membership of such subcommittees. Membership on a subcommittee need not be limited to members of the committee except that the chairperson of the subcommittee shall be a member of the Ad Hoc Committee.

14. The City Manager may appoint a secretary and/or other staff for the Ad Hoc Committee and provide such reimbursement for their necessary expenses as may be authorized by the City Council in the budget and approved in advance by the City Manager.

15. The Ad Hoc Committee shall hold one or more regular meetings per month and designate the times, dates, and places therefor. All meetings of the Ad Hoc Committee and any subcommittees shall be open to the public.

16. Special meetings may be called by the Chairperson or by a majority of the Ad Hoc Committee provided that notice of such special meetings is given to each member of the Committee at least 72 hours prior to the time of the meeting.

17. Three or more members of the committee shall constitute a quorum for the conduct of business.

18. The Ad Hoc Committee shall be governed by the Brown Act and follow the Rules of Procedure for Council Meetings and Related Functions and Activities as enacted by City Resolution 2013-10, and as amended by future City Resolutions.

19. The Ad Hoc Committee shall adopt rules for the transaction of business and shall keep a public record of its action. Promptly after approval thereof by the committee, the original minutes of the committee meetings shall be filed with the City Clerk.

20. If a member of the Ad Hoc Committee is absent without cause from three successive regular meetings of the committee or from twenty-five percent (25%) of the duly scheduled meetings of the committee within any fiscal year, the committee may request the mayor and Chairperson declare a position vacant. An absence may be excused if it is due to illness or is unavoidable and the member gives notice to assigned City staff as to the reason.

APPROVED AND ADOPTED this 26th day of February, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-15 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 26th day of February, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00193323

THE CITY OF MORENO VALLEY MAYOR'S AD HOC COMMITTEE ON INCREASING GRADUATION RATES

"Positive, Purposeful Work Toward Something Greater Than Ourselves"
--Mayor Tom Owings

About the Mayor's Ad Hoc Committee on Increasing Graduation Rates
The goal of the Mayor's Ad Hoc Committee on Increasing Graduation Rates is to increase graduation rates through the implementation of a focused partnership among the City of Moreno Valley, the Moreno Valley Unified School District and the business community.

The Mayor's Ad Hoc Committee on Increasing Graduation Rates is an Ad Hoc Committee established by the City of Moreno Valley to identify talented, purposeful and generous community members with a desire to make a positive impact on our youth. Established by resolution as a Four-Year Ad Hoc Committee, the committee members are tasked with mentoring students and providing them with meaningful work and life skills that will translate to higher graduation rates. The Ad Hoc Committee will terminate on June, 30, 2017 and may be extended by the City Council following a review of the Committee's achievements. Ad Hoc Committees are temporary committees established by the City Council to achieve a purported goal. Should the Mayor and City Council choose to extend the term of the Committee after June 30, 2017 it may consider establishing a standing commission or board through adoption of an ordinance.

Committee Membership
The Chairperson of the Committee shall be selected by the Mayor. Committee members are nominated by the Mayor or the Committee Chair. Membership will consist of at least 5 members including the Committee Chair appointed by the Mayor and a Vice Chair selected by the Chair. At the discretion of the Chair, one or members may be a youth representative also selected by the Mayor or the Committee Chair. Terms shall expire when the Ad Hoc Committee expires on June 30, 2017. Should the Mayor and City Council extend the Committee as a standing commission or board, the terms of the Committee Members shall be defined within an ordinance establishing the board or commission.

Meetings
The meeting locations and times shall be established by the Committee Chair.

City Staff Liaison for the Mayor's Ad Hoc Committee on Increasing Graduation Rates:
Michele Patterson, Assistant to the City Manager
(951) 413-3030
michelep@moval.org

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MV00193325

Attachment 3

For City Clerk's Use
Stamp Date and Time Received

City of Moreno Valley

MAYOR'S AD HOC COMMITTEE ON INCREASING GRADUATION RATES
Membership Application Form

The goal of the Mayor's Ad Hoc Committee on Increasing Graduation Rates is to increase graduation rates through the implementation of a focused partnership among the City of Moreno Valley, the Moreno Valley Unified School District and the business community. The Mayor's Ad Hoc Committee on Increasing Graduation Rates is an Ad Hoc Committee established by the City of Moreno Valley to identify talented, purposeful and generous community members with a desire to make a positive impact on our youth. Established by resolution as a Four-Year Ad Hoc Committee, the committee members are tasked with mentoring students and providing them with meaningful work and life skills that will translate to higher graduation rates.
Meeting Schedule: To Be Determined.

Name: _____

Home Address: _____

_____

CONFIDENTIAL INFORMATION

Home Phone No.: _____ Driver's License No.: _____

Work Phone No.: _____ Cell Phone No.: _____

E-mail Address: _____

Business Name: _____ Title: _____

Address: _____

_____

What other areas of interest do you have in our City government?

_____

_____

_____

List any education, training, or special skills, you have which may be relevant or of particular use to this Board:

_____

_____

_____

List any employment, volunteer work, or membership in a service/community organization that you have served on, or are now a member of. Please provide the name(s) of the agency(ies) and dates served:

_____

_____

_____

Would you be available for meetings during the day ☐ or evening? ☐

Why do you wish to serve on this Committee?

_____

_____

_____

_____

Explain briefly your understanding of what this Committee does, including its powers and limitations.

_____

_____

_____

_____

What do you hope to accomplish by your participation?

_____

_____

_____

_____

Have you ever been convicted of a felony? Yes ☐ No ☐

If yes, please explain briefly:_____

_____

_____

I hereby give my consent that the City may obtain and review, on a confidential basis, such information regarding me as may be contained in the California State Summary Criminal History and in records of the California Department of Motor Vehicles. Yes ☐ No ☐

I hereby agree to attend all Board meetings, unless excused, and understand I may be removed for lack of attendance, pursuant to Municipal Code, Subsection 2.06.010(C) which states, "If a member is absent without advance permission of the board or commission or the appointing authority, from three consecutive regular or from 25 percent of the duly scheduled meetings of the board or commission within any fiscal year, the membership shall thereupon become vacant and shall be filled as any other vacancy."

CERTIFICATE OF APPLICANT: I certify that all statements in this application are true and complete to the best of my knowledge. I understand that any false statements of material fact will subject me to disqualification or dismissal if appointed. I release the City of Moreno Valley from any liability for the use of aforesaid information.

_____ _____

Signature Date

Please Note: Applications will be kept on file for potential future vacancies for one year after the application submittal date. Applications are accepted year-round.

Revised 08/03/09

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Michelle Dawson, Assistant City Manager
Suzanne Bryant, Acting City Attorney

AGENDA DATE: February 26, 2013

TITLE: APPROVE RESOLUTION NO. 2013-16 ESTABLISHING A CHARTER EXPLORATORY AD HOC SUBCOMMITTEE

RECOMMENDED ACTIONS

Recommendations: That the City Council:

1. Approve Resolution No. 2013-16 establishing a Charter Exploratory Ad Hoc Subcommittee. Resolution No. 2013-16 - A Resolution of the City Council of the City of Moreno Valley, California, Establishing a Charter Exploratory Ad Hoc Subcommittee of the City Council

2. Appoint two members of the City Council to serve as the Ad Hoc Subcommittee tasked with drafting a city charter for the review of the full City Council and possible further action.

BACKGROUND

The City of Moreno Valley is a general law city. General law cities follow the laws set forth in the Government Code commencing with Section 34000 and have less autonomy than those that adopt their own charter. The California Constitution authorizes the adoption of a city charter and provides that the charter has the force and effect of state law. A charter can only be adopted, amended or repealed by a majority vote of a city's voters.

At a special meeting/workshop held on February 2, 2013, the City Council, City Staff, and members of the public discussed the differences between charter cities and general law cities as well as the merits of both forms of local government. The attached chart (Attachment 2) illustrates the different characteristics of general law v. charter cities. At

their workshop, the City Council discussed the possibility of forming a Council Subcommittee to draft a Charter. Mayor Owings and Council Member Stewart indicated that they would be willing to serve on the Subcommittee. At the workshop the City Council also reached consensus that they would like to see a draft charter include the following elements:

- Council election runoffs
- Council Member qualifications
- Term limits
- Keep zoning the same as in general law cities
- Set the rules for Council vacancies/terminations
- Determine quorum/voting requirements
- Keep legislative authority the same as in general law cities
- Review charter options with regard to finance and taxation
- Keep regulations regarding streets and sidewalks the same as in general law cities
- Public contracts: charter with competitive bid
- Outsourcing
- Prevailing wage addressed within the charter for cost savings purposes
- Open government/sunshine rules
- No change in relationship with employees

Other comments from the workshop regarding a charter included the desire to address the question of a directly-elected Mayor, the need for community review, and targeting 2014 for a possible ballot measure for the community to vote on a charter.

DISCUSSION

A charter is a unique document that, in many ways, acts like a constitution for the city adopting it. The primary advantage of a charter is that it allows greater authority for a city's governance than that provided by state law. A city may tailor its organization and elective offices, taking into account the unique local conditions and needs of the community.

A charter transfers the power to adopt legislation affecting municipal affairs from the state legislature to the city adopting it. A city operating under a charter can acquire full control over its municipal affairs. These affairs are unaffected by the general laws passed by the state legislature on the same subject matters. This, in effect, gives the voters more control over their local government and the municipal affairs of the city.

Activities that the courts have consistently classified as "municipal affairs" include the following:

- Municipal election matters;
- Procedures for initiative, referendum and recall;
- Procedures for adopting ordinances;
- Compensation of City Officers and Employees (however labor relations is not a municipal affair and charter cities are subject to the Meyers-Milias Brown Act);

- Term limits for Council Members;
- Land use and zoning decisions (with a few exceptions)

Activities that the courts have consistently classified as statewide concerns include the following:

- Traffic and vehicle regulation;
- Licensing of members of a trade or profession;
- Tort claims against a government entity:
- Open and public meetings;
- Exercise of the power of eminent domain.

While a city charter is not required to have any particular provisions in it, a city will often reserve for itself the greatest amount of power it can when it adopts a charter. To accomplish this goal, the charter must include a declaration that it is the intention of the city to avail itself of the full power provided by the state constitution to charter cities. However, the city is not required to extend the breadth of its charter any further than it wishes.

There are two ways to adopt a city charter. One way is for the governing body of the city, on its own motion, to draft the charter. The other way is to elect a charter commission that would then have the responsibility of debating the provisions and drafting the charter. In either case, the charter is not adopted by the city until it is ratified by a majority vote of the city's voters. Prior to approving the submission to the voters of a proposal to adopt a charter, the Council would need to hold at least two public hearings on the matter of the proposed charter. The Council cannot conduct a vote on whether to approve the submission to the voters until 21 days after the second public hearing. If the charter measure passes, it would not go into effect until it has been filed and accepted by the Secretary of State.

The proposed resolution would establish a charter exploratory ad hoc committee. Section 9.0 of the City's Rules of procedure for Council Meetings and Related Functions and Activities, as established in Resolution 2013-10, states that the City Council may, by motion or resolution, appoint ad hoc committees for particular temporary purposes. The City Attorney's Office will act as staff liaison in assisting the Charter Exploratory Subcommittee.

ALTERNATIVES

1. Approve proposed Resolution establishing a Charter Exploratory Ad Hoc Subcommittee and appoint two members of the City Council to serve as the Ad Hoc Subcommittee tasked with drafting a city charter for the review of the full City Council and possible further action. *Staff recommends this alternative.*

2. Do not approve the proposed Resolution establishing a Charter Exploratory Ad Hoc Subcommittee and not appoint two members of the City Council to serve as the Ad Hoc Subcommittee tasked with drafting a city charter for the review of the

full City Council and possible further action. *Staff does not recommend this alternative.*

FISCAL IMPACT

There is no fiscal impact in establishing a Charter Exploratory Ad Hoc Subcommittee.

ATTACHMENTS

Attachment 1: Proposed Resolution
Attachment 2: Charter City v. General Law Chart

Prepared By:
Michelle Dawson
Assistant City Manager

Concurred By:
Suzanne Bryant
Acting City Attorney

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ESTABLISHING A CHARTER EXPLORATORY AD HOC SUBCOMMITTEE OF THE CITY COUNCIL

WHEREAS, the City Council has considered and discussed the Charter City v. General Law forms of government; and

WHEREAS, at their February 2, 2013 Special Meeting/Workshop the City Council discussed the possibility of forming an Ad Hoc Subcommittee to draft a charter for the consideration of the full City Council and residents.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE THAT A CHARTER EXPLORATORY AD HOC SUBCOMMITTEE IS ESTABLISHED WITH THE FOLLOWING SCOPE AND CHARACTERISTICS:

Section 1. Specific tasks and objectives shall include:

1. Research and enumerate the advantages and disadvantages of the Charter City v. General Law forms of government;

2. Propose charter language;

3. Solicit citizen input;

4. Present a draft charter to the City Council;

5. Make recommendations to the City Council regarding a ballot measure to enact a City Charter.

Section 2. Committee type and composition.

1. The committee shall be a temporary Ad Hoc Subcommittee.

2. The Subcommittee shall consist of two members of the City Council as selected by motion of the City Council.

3. The Subcommittee shall terminate when its tasks and objectives have been completed.

Section 3. Support to the Subcommittee.

Staff support shall be provided to the Subcommittee by the City Attorney's Office.

Section 4. Meetings.

The Subcommittee shall meet on a date and time selected by the members of the Subcommittee. The meetings shall be noticed pursuant to the Brown Act.

Section 5. Reporting.

Minutes of the Subcommittee shall be prepared by staff designated by the City Attorney's Office and shall be a public record, filed with the City Clerk.

APPROVED AND ADOPTED this 26th day of February, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-16 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 26th day of February, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00193335

What is the Constitutional Framework for Charter Cities?
Article XI, section 3(a) of the California Constitution authorizes the adoption of a city charter and provides that a charter has the force and effect of state law. Article XI, section 5(a), the "home rule" provision, affirmatively grants to charter cities supremacy over "municipal affairs." However, the California Constitution does not define the term "municipal affair."

What is a Charter?
A city charter is a unique document that, in many ways, acts like a constitution for the city adopting it. It can only be adopted, amended or repealed by a majority vote of a city's voters. The primary advantage of a charter is that it allows greater authority for a city's governance than that provided by state law. A city may tailor its organization and elective offices, taking into account the unique local conditions and needs of the community.

A charter transfers the power to adopt legislation affecting municipal affairs from the state legislature to the city adopting it. A city operating under a charter can acquire full control over its municipal affairs. These affairs are unaffected by the general laws passed by the state legislature on the same subject matters. This, in effect, gives the local voters more control over their local government and the affairs of the city. However, a city operating under a charter is still subject to the general laws, as passed by the state legislature, on affairs that are not municipal in nature, and are of statewide concern (e.g., California Vehicle Code).

What are "Municipal Affairs?"
It is the scope of the term "municipal affairs" that provides the opportunity for uncertainty. No easy analytical test exists. The threshold issue is whether there is a conflict between state law and a charter city enactment. The next issue is whether the state regulation addressed an issue of "state wide concern." Courts analyze these conflicts on a case-by-case basis.

What Activities Have the Courts Classified As Municipal Affairs?
There are some areas that the courts have consistently classified as municipal affairs. Examples include the following:

- Municipal Election Matters;
- Procedures for Initiative, Referendum and Recall;

- Procedures for Adopting Ordinances;
- Compensation of City Officers and Employees (labor relations is not a municipal affair; charter cities are subject to the Meyers-Milias Brown Act. Cal. Gov't Code § 3500);
- Term Limits for Council Members. *See Cawdrey v. City of Redondo Beach*, 15 Cal. App. 4th 1212 (1993); *but see* Cal. Gov't Code § 36502(b) (regulating term limits);
- Land Use and Zoning Decisions (with a few exceptions).

What Activities Have the Courts Classified as Statewide Concerns?
The following have consistently been classified by the courts as matters of statewide concern:

- Traffic and Vehicle Regulation;
- Licensing of Members of a Trade or Profession;
- Tort Claims against a Governmental Entity;
- Open and Public Meetings;
- Exercise of the Power of Eminent Domain.

What is in a Charter?
While a city charter is not required to have any particular provisions in it, a city will often reserve for itself the greatest amount of power it can when it adopts a charter. To accomplish this goal, the charter must include a declaration that it is the intention of the city to avail itself of the full power provided by the state constitution to charter cities. However, the city is not required to extend the breadth of its charter any further than it wishes.

Some of the common areas that are explicitly regulated in a charter are:
- The date and conduct of city elections;
- Form of government;
- Sub-government procedures in all or part of the city.

What is the (General) Procedure to Adopt a Charter?
There are two ways to adopt a charter. One way is to elect a charter commission. The commission then has the responsibility of debating over the provisions and the drafting of the charter. The other alternative allows the governing board of the city, on its own motion, to draft the charter. In either case, the charter is not

adopted by the city until it is ratified by a majority vote of the city's voters. Prior to approving the submission to the voters of a proposal to adopt a charter, the Council would have to hold at least two public hearings on the matter of the proposed charter. Notice of the public hearings shall be given by publication in a newspaper at least 21 calendar days prior to the date of each public hearing. The second hearing shall be held at least 30 days after the first public hearing. The Council shall not conduct a vote on whether to approve the submission to the voters of the proposal to adopt a charter until 21 days after the second public hearing.

If the Charter measure passes, it would not go into effect until it has been filed and accepted by the Secretary of State. If there were a change in the form of government included in the Charter, the Charter provisions about those topics would control.

General Law City v. Charter City

Characteristic	General Law City	Charter City
Ability to Govern Municipal Affairs	Bound by the state's general law, regardless of whether the subject concerns a municipal affair.	Has supreme authority over "municipal affairs." Cal. Const. art. XI, § 5(b).
Form of Government	State law describes the city's form of government For example, Government Code section 36501 authorizes general law cities be governed by a city council of five members, a city clerk, a city treasurer, a police chief, a fire chief and any subordinate officers or employees as required by law.	Charter can provide for any form of government including the "strong mayor," and "city manager" forms. *See* Cal. Const. art. XI, § 5(b); Cal. Gov't Code § 34450 *et seq.*
Elections Generally	Municipal elections conducted in accordance with the California Elections Code. Cal. Elec. Code §§ 10101 *et seq.*.	Not bound by the California Elections Code. May establish own election dates, rules, and procedures. *See* Cal. Const. art. XI, § 5(b); Cal. Elec. Code §§ 10101 *et seq.*.
Methods of Elections	Generally holds at-large elections whereby voters vote for any candidate on the ballot. Cities may also choose to elect the city council "by" or "from" districts, so long as the election system has been established by ordinance and approved by the voters. Cal. Gov't Code § 34871. Mayor may be elected by the city council or by vote of the people. Cal. Gov't Code §§ 34902.	May establish procedures for selecting officers. May hold at-large or district elections. *See* Cal. Const. art. XI, § 5(b).
City Council Member Qualifications	Minimum qualifications are: 1. United States citizen 2. At least 18 years old 3. Registered voter 4. Resident of the city at least 15 days prior to the election and throughout his or her term 5. If elected by or from a district, be a resident of the geographical area comprising the district from which he or she is elected. Cal. Elec. Code § 321; Cal. Gov't Code §§ 34882, 36502; 87 Cal. Op. Att'y Gen. 30 (2004).	Can establish own criteria for city office provided it does not violate the U.S. Constitution. Cal. Const. art. XI, § 5(b), 82 Cal. Op. Att'y Gen. 6, 8 (1999).

Characteristic	General Law City	Charter City
Public Funds for Candidate in Municipal Elections	No public officer shall expend and no candidate shall accept public money for the purpose of seeking elected office. Cal. Gov't Code § 85300.	Public financing of election campaigns is lawful. *Johnson v. Bradley*, 4 Cal. 4th 389 (1992).
Term Limits	May provide for term limits. Cal. Gov't Code § 36502(b).	May provide for term limits. Cal. Const. art. XI, § 5(b); Cal Gov't Code Section 36502 (b).
Vacancies and Termination of Office	An office becomes vacant in several instances including death, resignation, removal for failure to perform official duties, electorate irregularities, absence from meetings without permission, and upon non-residency. Cal. Gov't Code §§ 1770, 36502, 36513.	May establish criteria for vacating and terminating city offices so long as it does not violate the state and federal constitutions. Cal. Const. art. XI, § 5(b).
Council Member Compensation and Expense Reimbursement	Salary-ceiling is set by city population and salary increases set by state law except for compensation established by city electors. *See* Cal. Gov't Code § 36516.	May establish council members' salaries. *See* Cal. Const. art. XI, § 5(b).
Legislative Authority	Ordinances may not be passed within five days of introduction unless they are urgency ordinances. Cal. Gov't Code § 36934. Ordinances may only be passed at a regular meeting, and must be read in full at time of introduction and passage except when, after reading the title, further reading is waived. Cal. Gov't Code § 36934.	May establish procedures for enacting local ordinances. *Brougher v. Bd. of Public Works*, 205 Cal. 426 (1928).
Resolutions	May establish rules regarding the procedures for adopting, amending or repealing resolutions.	May establish procedures for adopting, amending or repealing resolutions. *Brougher v. Bd. of Public Works*, 205 Cal. 426 (1928).
Quorum and Voting Requirements	A majority of the city council constitutes a quorum for transaction of business. Cal. Gov't Code § 36810. All ordinances, resolutions, and orders for the payment of money require a recorded majority vote of the total membership of the city council. Cal. Gov't Code § 36936. Specific legislation requires supermajority votes for certain actions.	May establish own procedures and quorum requirements. However, certain legislation requiring supermajority votes is applicable to charter cities. For example, see California Code of Civil Procedure section 1245.240 requiring a vote of two-thirds of all the members of the governing body unless a greater vote is required by charter.

Characteristic	General Law City	Charter City
Rules Governing Procedure and Decorum	Ralph Brown Act is applicable. Cal. Gov't Code §§ 54951, 54953(a). Conflict of interest laws are applicable. See Cal. Gov't Code § 87300 *et seq.*.	Ralph Brown Act is applicable. Cal. Gov't Code §§ 54951, 54953(a). Conflict of interest laws are applicable. See Cal. Gov't Code § 87300 *et seq.*. May provide provisions related to ethics, conflicts, campaign financing and incompatibility of office.
Personnel Matters	May establish standards, requirements and procedures for hiring personnel consistent with Government Code requirements. May have "civil service" system, which includes comprehensive procedures for recruitment, hiring, testing and promotion. See Cal. Gov't Code § 45000 et seq. Meyers-Milias-Brown Act applies. Cal. Gov't Code § 3500.	May establish standards, requirements, and procedures, including compensation, terms and conditions of employment for personnel. *See* Cal. Const. art. XI, § 5(b). Procedures set forth in Meyers-Milias-Brown Act (Cal. Gov't Code § 3500) apply, but note, "[T]here is a clear distinction between the *substance* of a public employee labor issue and the *procedure* by which it is resolved. Thus there is no question that 'salaries of local employees of a charter city constitute municipal affairs and are not subject to general laws.'" *Voters for Responsible Retirement v. Board of Supervisors*, 8 Cal.4th 765, 781 (1994).

Characteristic	General Law City	Charter City
Public Contracts	Competitive bidding required for public works contracts over $5,000. Cal. Pub. Cont. Code § 20162. Such contracts must be awarded to the lowest responsible bidder. Pub. Cont. Code § 20162. If city elects subject itself to uniform construction accounting procedures, less formal procedures may be available for contracts less than $100,000. *See* Cal. Pub. Cont. Code §§ 22000, 22032. Contracts for professional services such as private architectural, landscape architectural, engineering, environmental, land surveying, or construction management firms need not be competitively bid, but must be awarded on basis of demonstrated competence and professional qualifications necessary for the satisfactory performance of services. Cal. Gov't Code § 4526.	Not required to comply with bidding statutes provided the city charter or a city ordinance exempts the city from such statutes, and the subject matter of the bid constitutes a municipal affair. Pub. Cont. Code § 1100.7; s*ee R & A Vending Services, Inc. v. City of Los Angeles*, 172 Cal. App. 3d 1188 (1985); *Howard Contracting, Inc. v. G.A. MacDonald Constr. Co.*, 71 Cal. App. 4th 38 (1998).
Payment of Prevailing Wages	In general, prevailing wages must be paid on public works projects over $1,000. Cal. Lab. Code § 1771.	Historically, charter cities have not been bound by state law prevailing-wage requirements so long as the project is a municipal affair, and not one funded by state or federal grants. The California Supreme Court decided that Vista, a charter city, could avoid paying prevailing wages on public works projects not built with state or federal monies.

Characteristic	General Law City	Charter City
Finance and Taxing Power	May impose the same kinds of taxes and assessment as charter cities. *See* Cal. Gov't Code § 37100.5. Imposition of taxes and assessments subject to Proposition 218. Cal. Const. art.XIIIC.	Have the power to tax. Imposition of taxes and assessments subject to Proposition 218, Cal. Const. art. XIIIC, § 2, and own charter limitations. May proceed under a general assessment law, or enact local assessment laws and then elect to proceed under the local law. *See J.W. Jones Companies v. City of San Diego*, 157 Cal. App. 3d 745 (1984). May impose real property transfer tax; does not violate either Cal. Const art. XIIIA or California Government Code section 53725. *See Cohn v. City of Oakland*, 223 Cal. App. 3d 261 (1990); *Fielder v. City of Los Angeles*, 14 Cal. App. 4th 137 (1993).
Streets & Sidewalks	State has preempted entire field of traffic control. Cal. Veh. Code § 21.	State has preempted entire field of traffic control. Cal. Veh. Code § 21.

Characteristic	General Law City	Charter City
Public Utilities/Franchises	May establish, purchase, and operate public works to furnish its inhabitants with electric power. *See* Cal. Const. art. XI, § 9(a); Cal. Gov't Code § 39732; Cal. Pub. Util. Code § 10002. May grant franchises to persons or corporations seeking to furnish light, water, power, heat, transportation or communication services in the city to allow use of city streets for such purposes. The grant of franchises can be done through a bidding process, under the Broughton Act, Cal. Pub. Util. Code §§ 6001-6092, or without a bidding process under the Franchise Act of 1937, Cal. Pub. Util. Code §§ 6201-6302.	May establish, purchase, and operate public works to furnish its inhabitants with electric power. *See* Cal. Const. art. XI, § 9(a); *Cal. Apartment Ass'n v. City of Stockton*, 80 Cal. App. 4th 699 (2000). May establish conditions and regulations on the granting of franchises to use city streets to persons or corporations seeking to furnish light, water, power, heat, transportation or communication services in the city. Franchise Act of 1937 is not applicable if charter provides. Cal. Pub. Util. Code § 6205.
Zoning	Zoning ordinances must be consistent with general plan. Cal. Gov't Code § 65860.	Zoning ordinances are not required to be consistent with general plan unless the city has adopted a consistency requirement by charter or ordinance. Cal. Gov't. Code § 65803.

Thanks to the California League of Cities for providing information.

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MV00193345

MORENO VALLEY
WHERE DREAMS SOAR

Parks and Community Services

City Council Meeting: February 26, 2013

MV00193346

MORENO VALLEY
WHERE DREAMS SOAR

The Moreno Valley Parks and Community Services Department enriches lives and fosters harmony within the community through city-wide programs.

We believe quality of life improves through healthy lifestyles, and educational and recreational opportunities.

MV00193347

MORENO VALLEY
WHERE DREAMS SOAR

Mission Statement

In partnership with our citizens, the Department of Parks and Community Services provides comprehensive park, recreation, and programs, facilities, and services, which constantly respond to changing community needs. We strive to preserve, enhance, and protect our open space to enrich the quality of life for present and future generations in a safe and secure environment.

MORENO VALLEY
WHERE DREAMS SOAR

Quality of Life Statement

The definition of quality of life is different for everyone. The main thing that determines quality of life is our ability to enjoy all that life has to offer. For instance, the ability to walk, talk, see, and feel all contributes to our overall quality of life. A quality of life is a life full of meaning and purpose.

Item No. G.3.1

307-

MORENO VALLEY

WHERE DREAMS SOAR

Recreation Programs

-308-

MV00193351

Contract Classes

MORENO VALLEY
UNIFIED SCHOOL DISTRICT

Spirit Bowl Sunbeams

MORENO VALLEY
WILDCATS
DIAMONDS

MORENO VALLEY

WHERE DREAMS SOAR

Winter Programs

MV00193355

Senior Center Programs

MORENO VALLEY
MILLENNIUM TOWER

MORENO VALLEY
WHERE DREAMS SOAR

Senior Community Center Programs

Item No. G.3.1

-315-

Child Care Programs

MORENO VALLEY
WHERE DREAMS SOAR

THINK Together and "A Child's Place" Programs

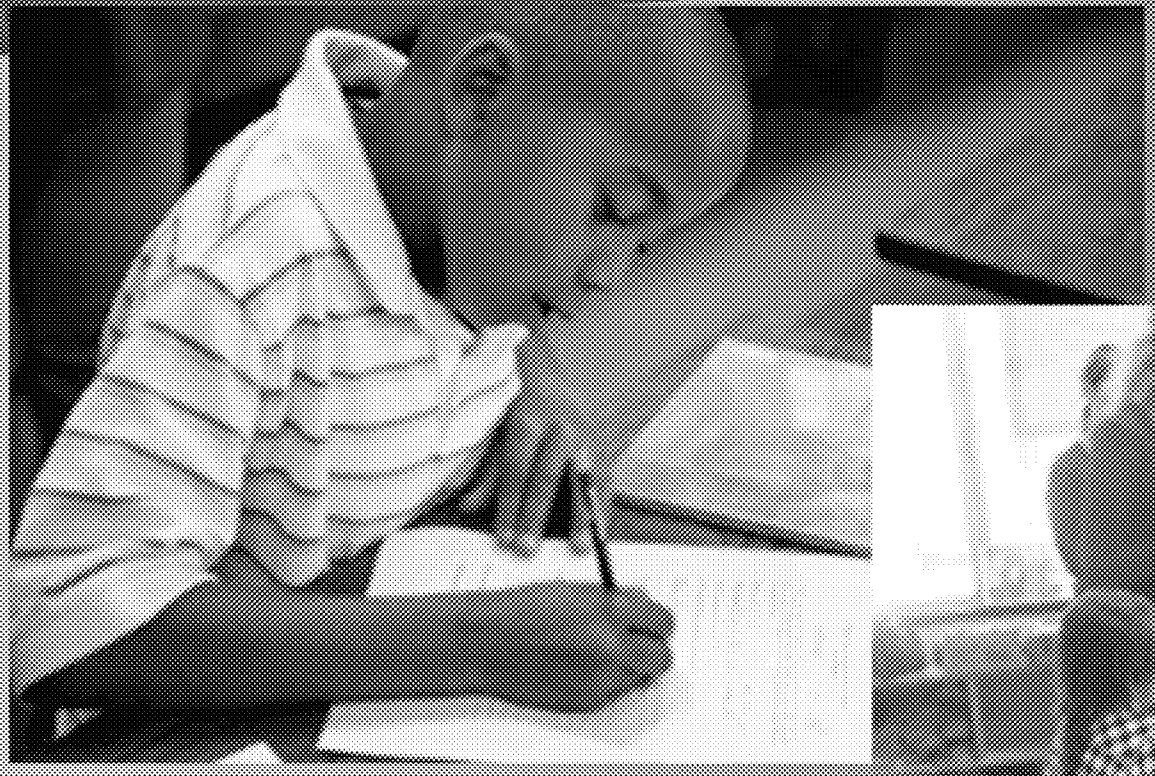

After School Programs

MORENO VALLEY
WHERE DREAMS SOAR

Sports

MV00193361

Pee Wee and Junior Sports

MORENO VALLEY
RECREATION

MV00193363

MORENO VALLEY
PARKS AND COMMUNITY SERVICES

Community Park Soccer Fields

MORENO VALLEY
WHERE DREAMS SOAR

Soccer Arena

MV00193365

MORENO VALLEY
WHERE DREAMS SOAR

Banquet Rooms

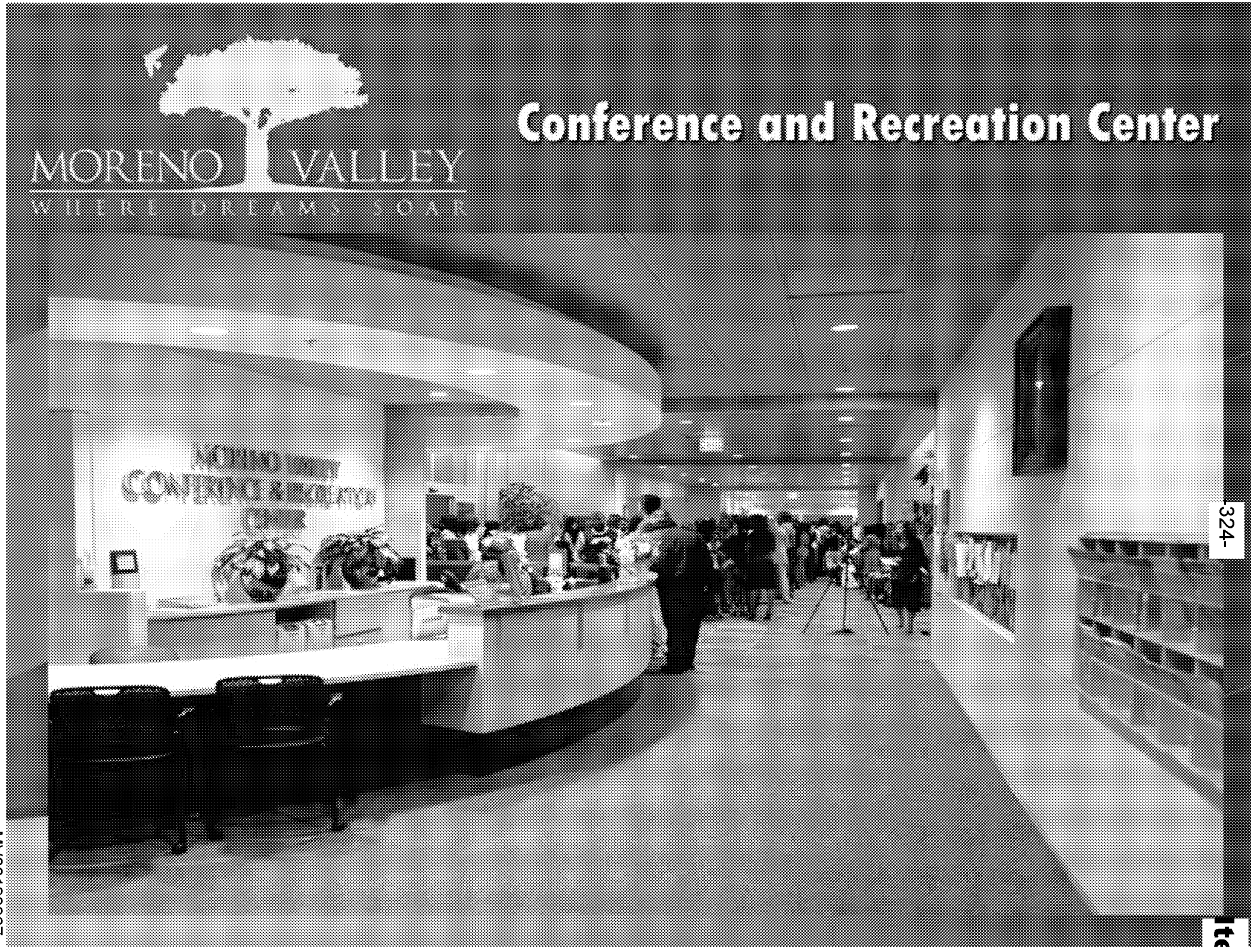
MORENO VALLEY
WHERE DREAMS SOAR
Conference and Recreation Center

MV00193367

Grand Valley Ballroom

MORENO VALLEY
WATER TOWER

TownGate Community Center

MORENO VALLEY
MILLENNIUM

MORENO VALLEY

WHERE DREAMS SOAR

Senior Community Center

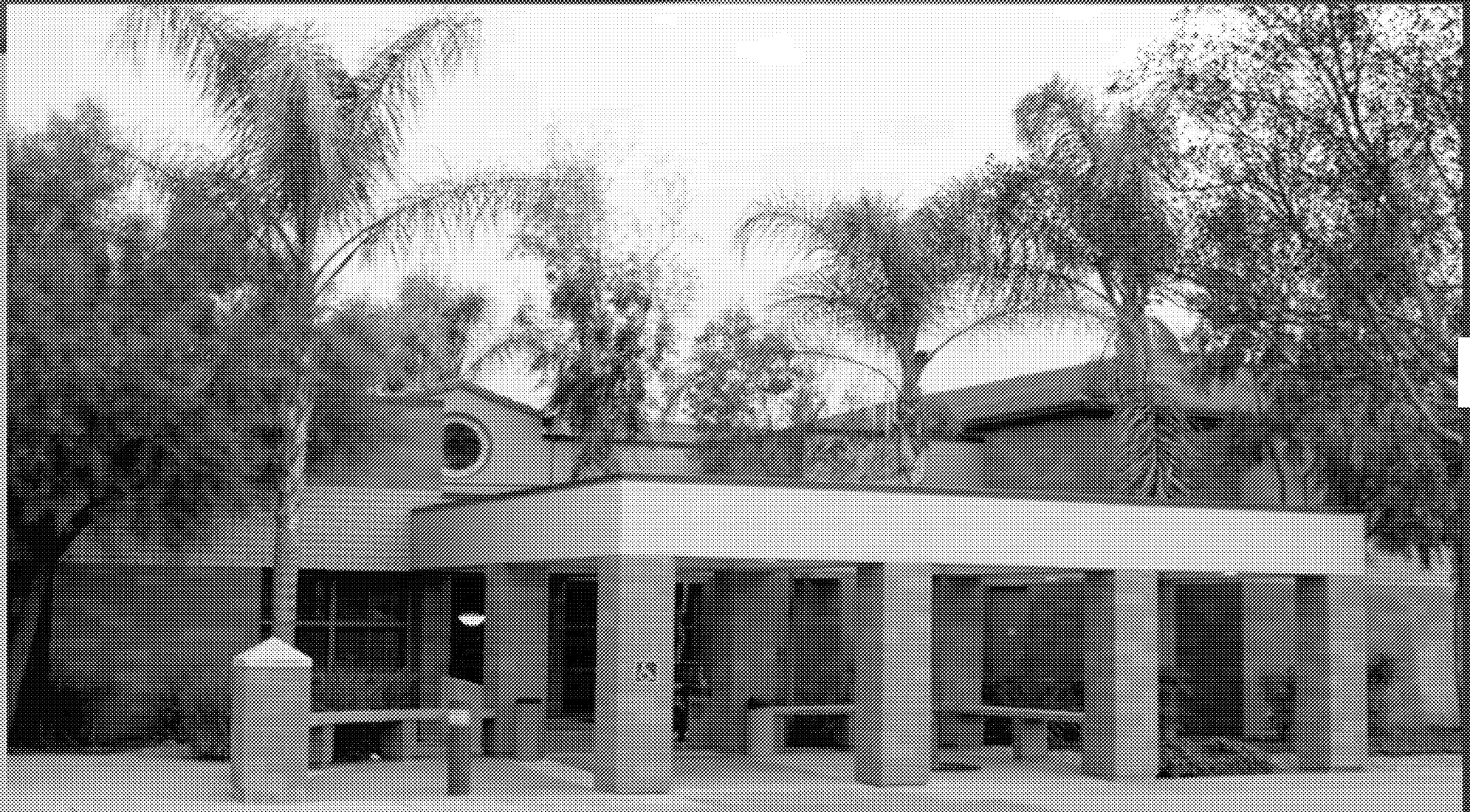

MORENO VALLEY
WHERE DREAMS SOAR

Parks and Facilities

MV00193375

MORENO VALLEY
WHERE DREAMS SOAR

Equestrian and Nature Center

Hound Town Dog Park

MORENO VALLEY
INTERNATIONAL

MORENO VALLEY
WHERE DREAMS SOAR

Multi-Use Trails

MV00193379

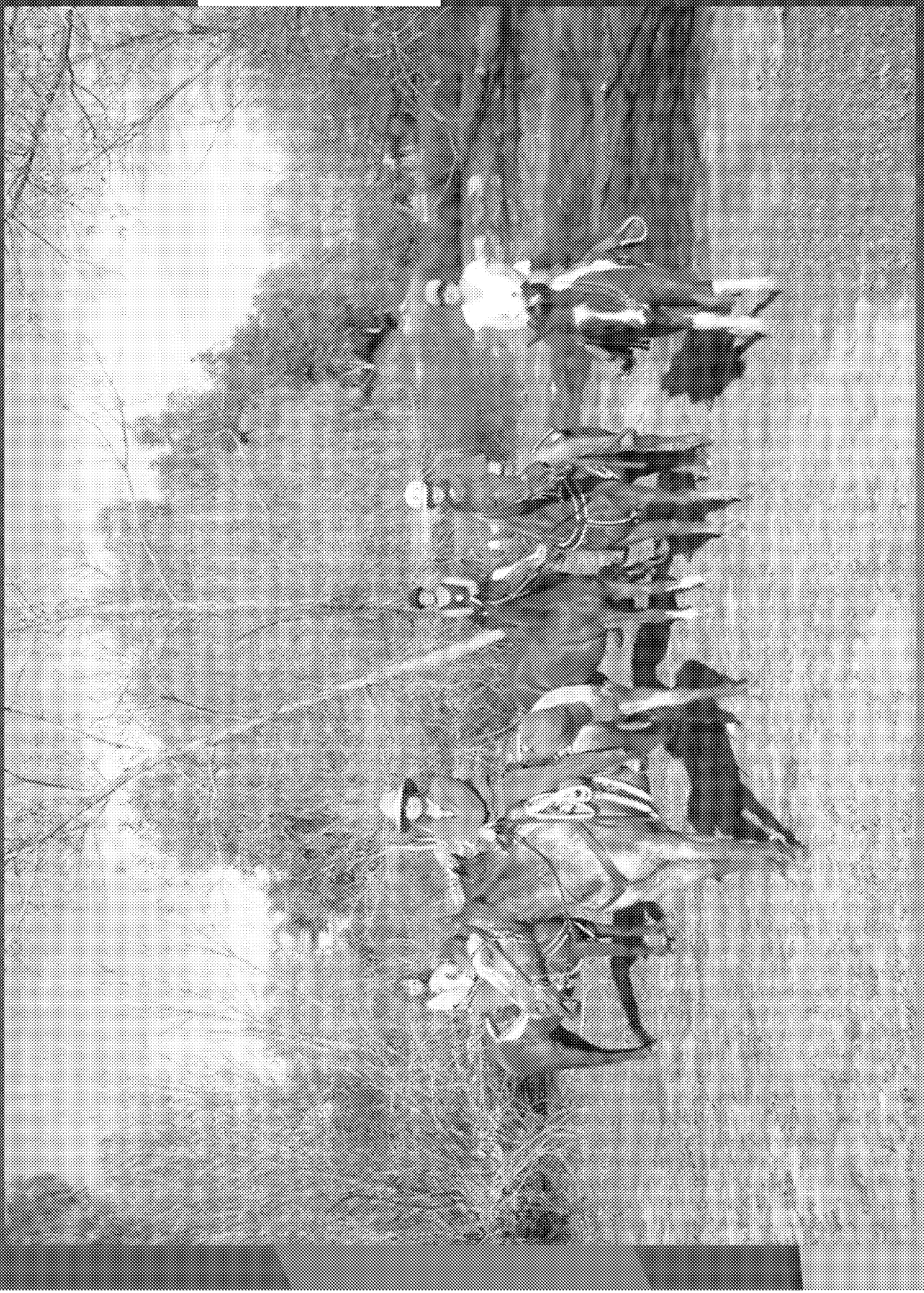

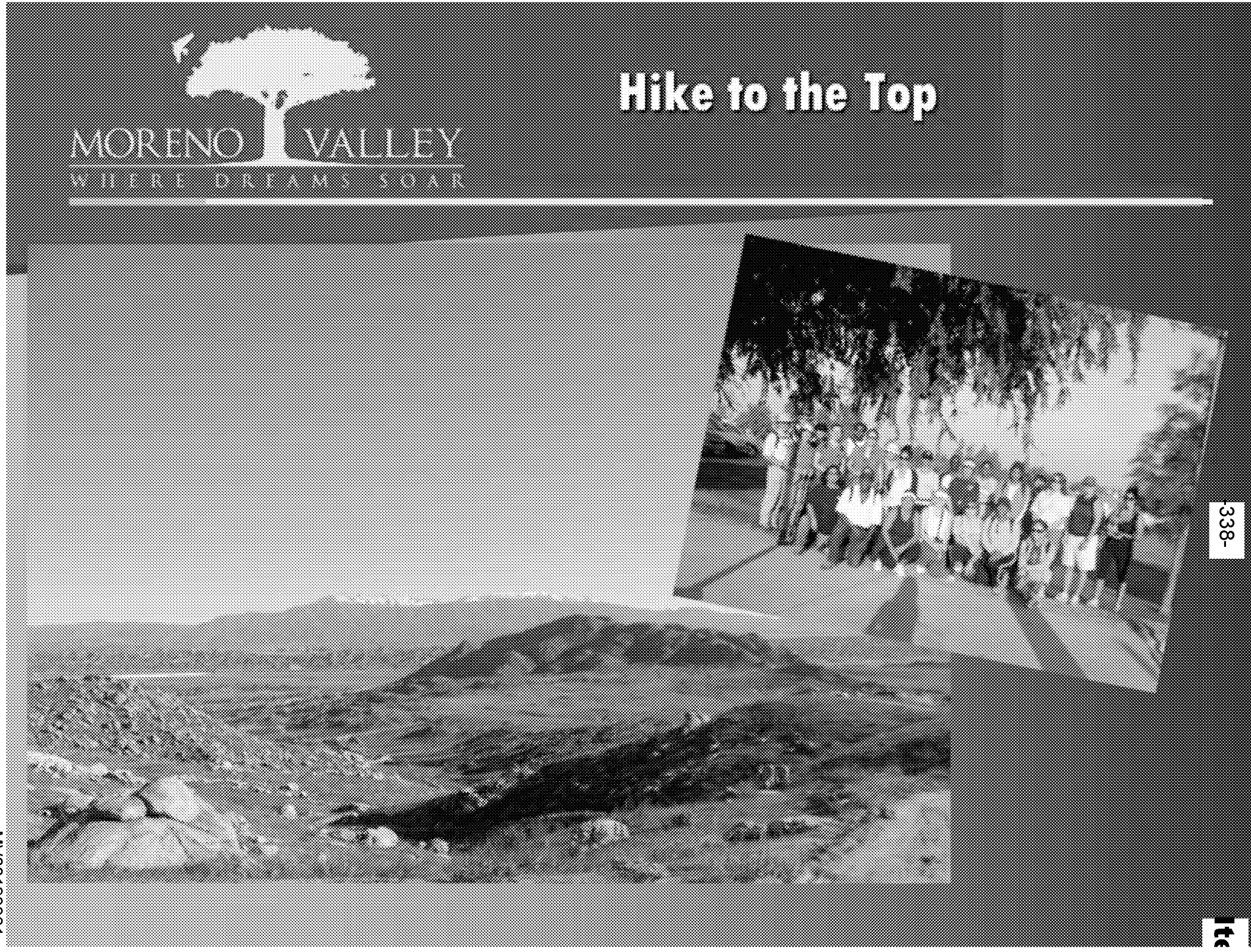

MV00193381

Cottonwood Golf Center

MORENO VALLEY
WHERE DREAMS SOAR

TownGate Memorial Park Playground

Celebration Park

MORENO VALLEY
WATER TOWER

MORENO VALLEY
WHERE DREAMS SOAR

Shadow Mountain Park

Item No. G.3.1

MV00193386

MORENO VALLEY
WHERE DREAMS SOAR

Special Events

MV00193387

MORENO VALLEY
WHERE DREAMS SOAR

Artober Fest

Item No. G.3.1

MV00193388

MV00193389

Youth Fest

MORENO VALLEY
WATERTOWER

-348-

Ite

MV00193391

MORENO VALLEY
WHERE DREAMS SOAR

Item No. G.3.1

-349-

July 4th
Family Fun Fest

-350-

Ite

MV00193393

Festival

MORENO VALLEY

WHERE YOU BELONG

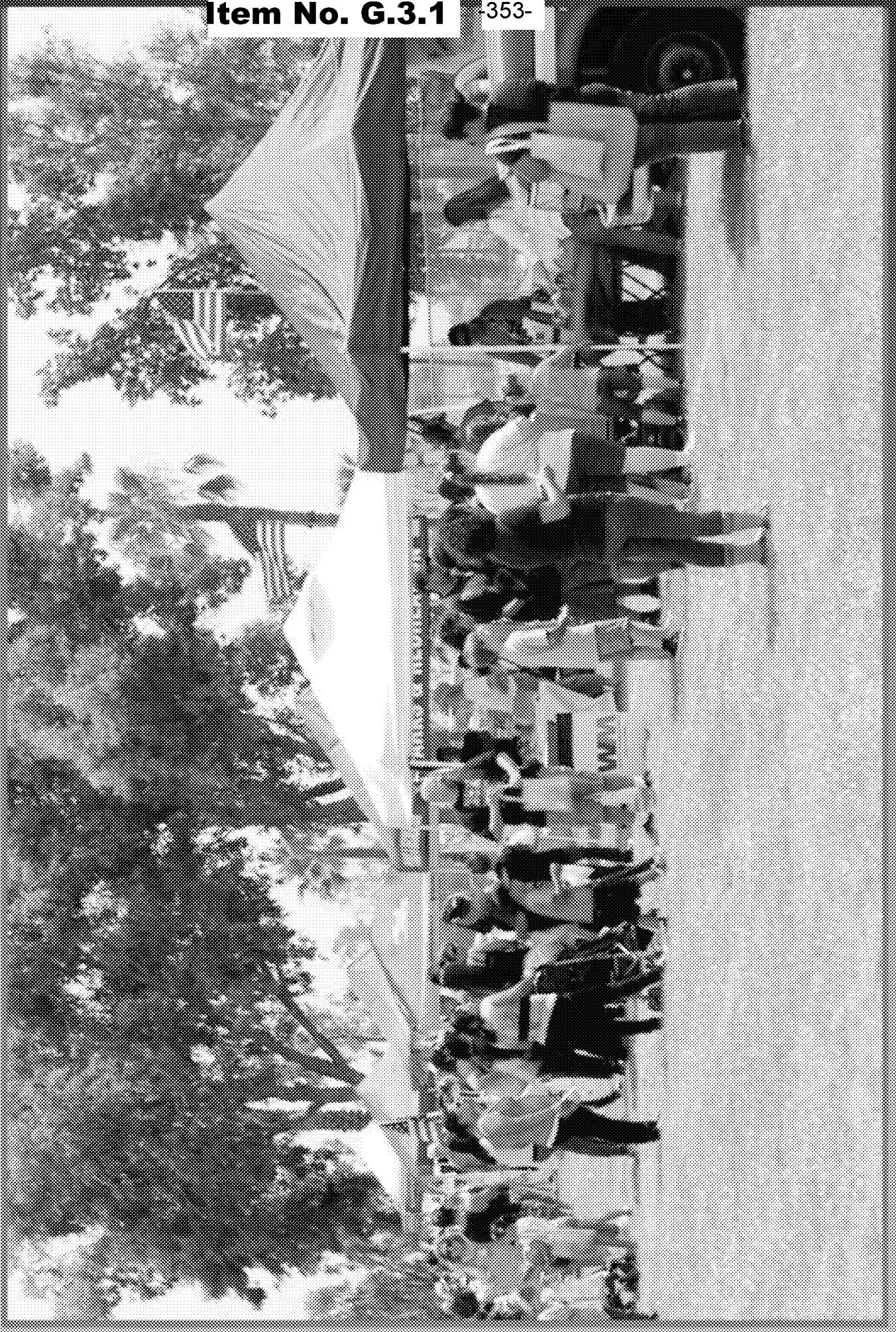

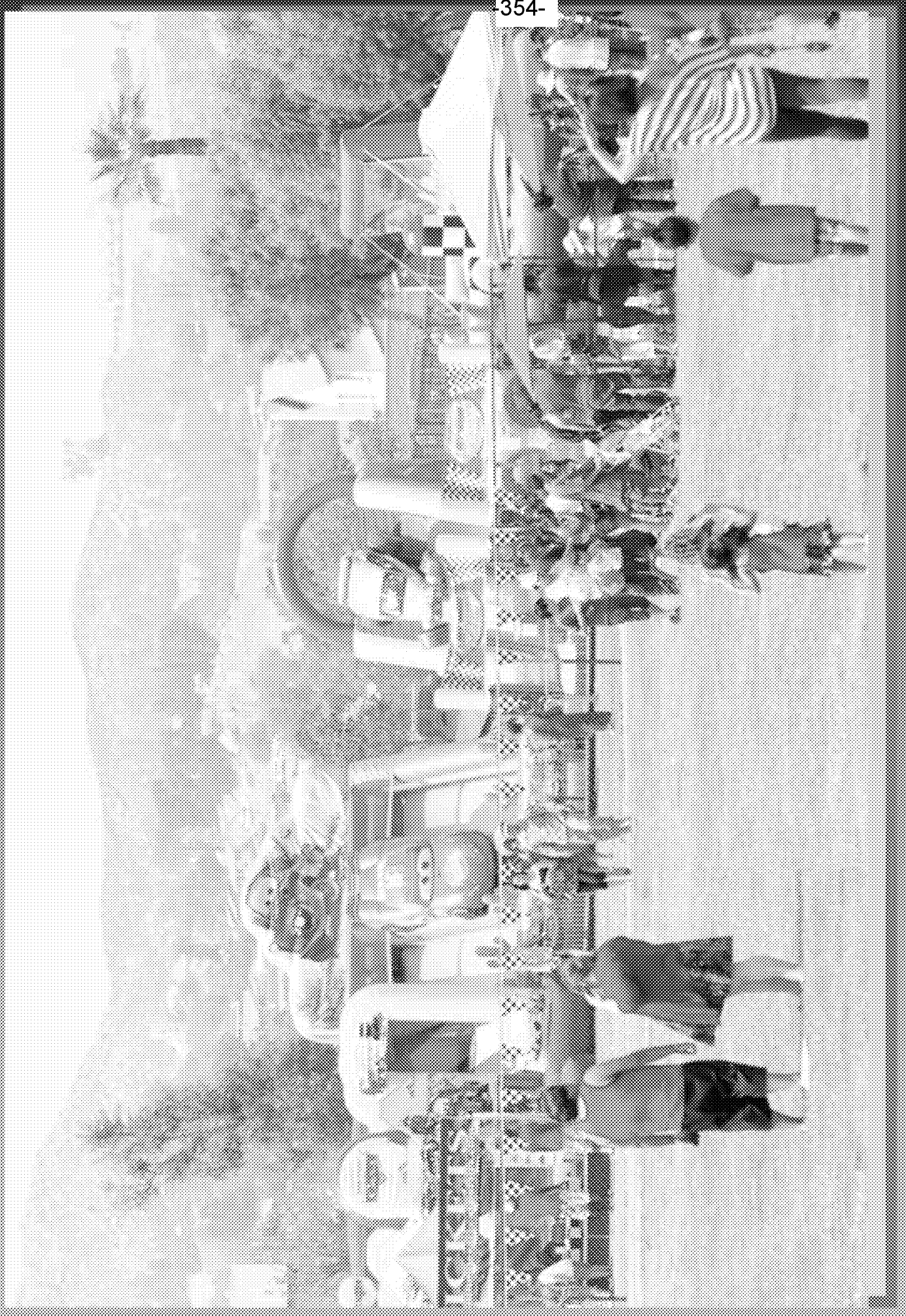

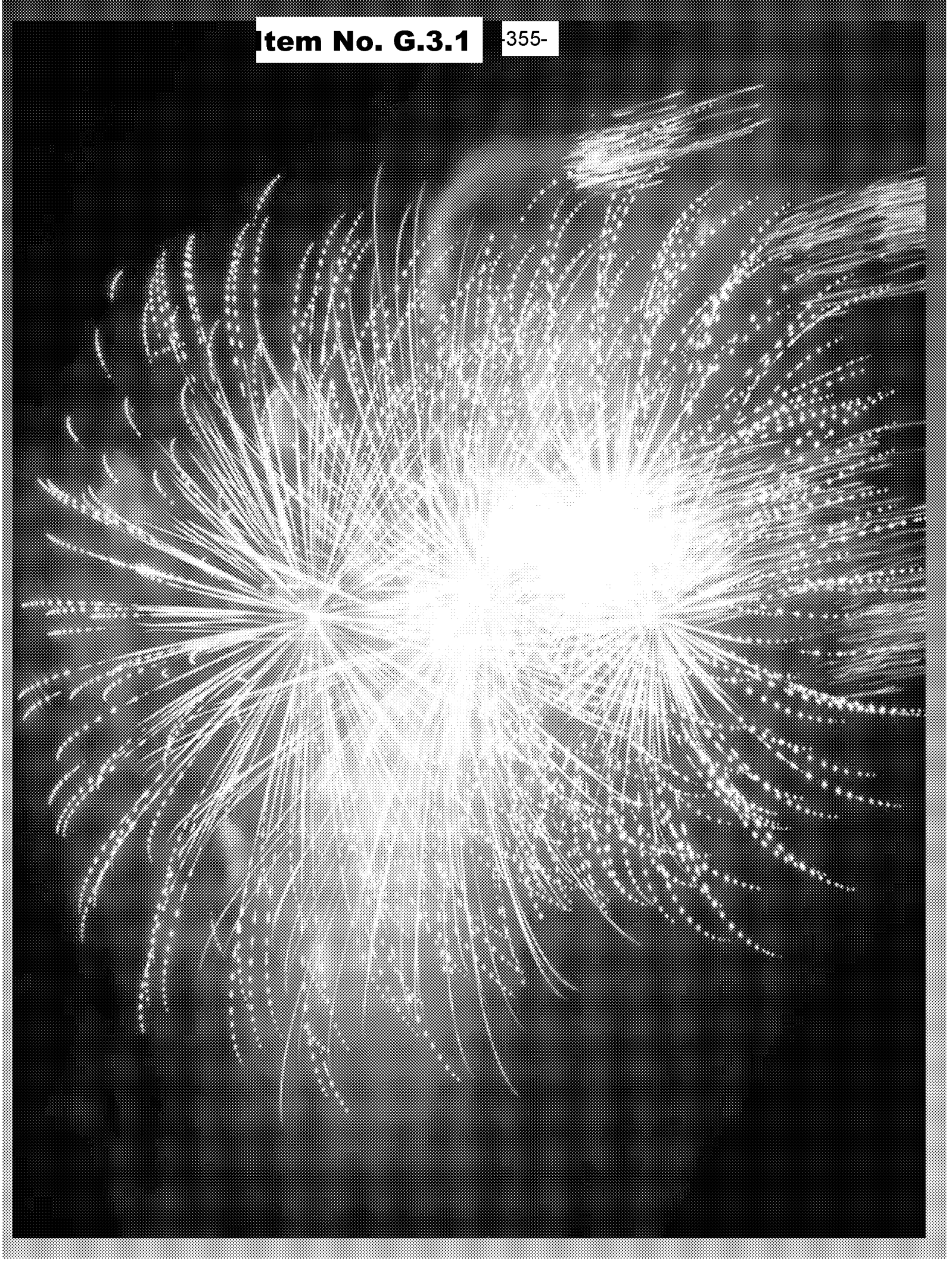

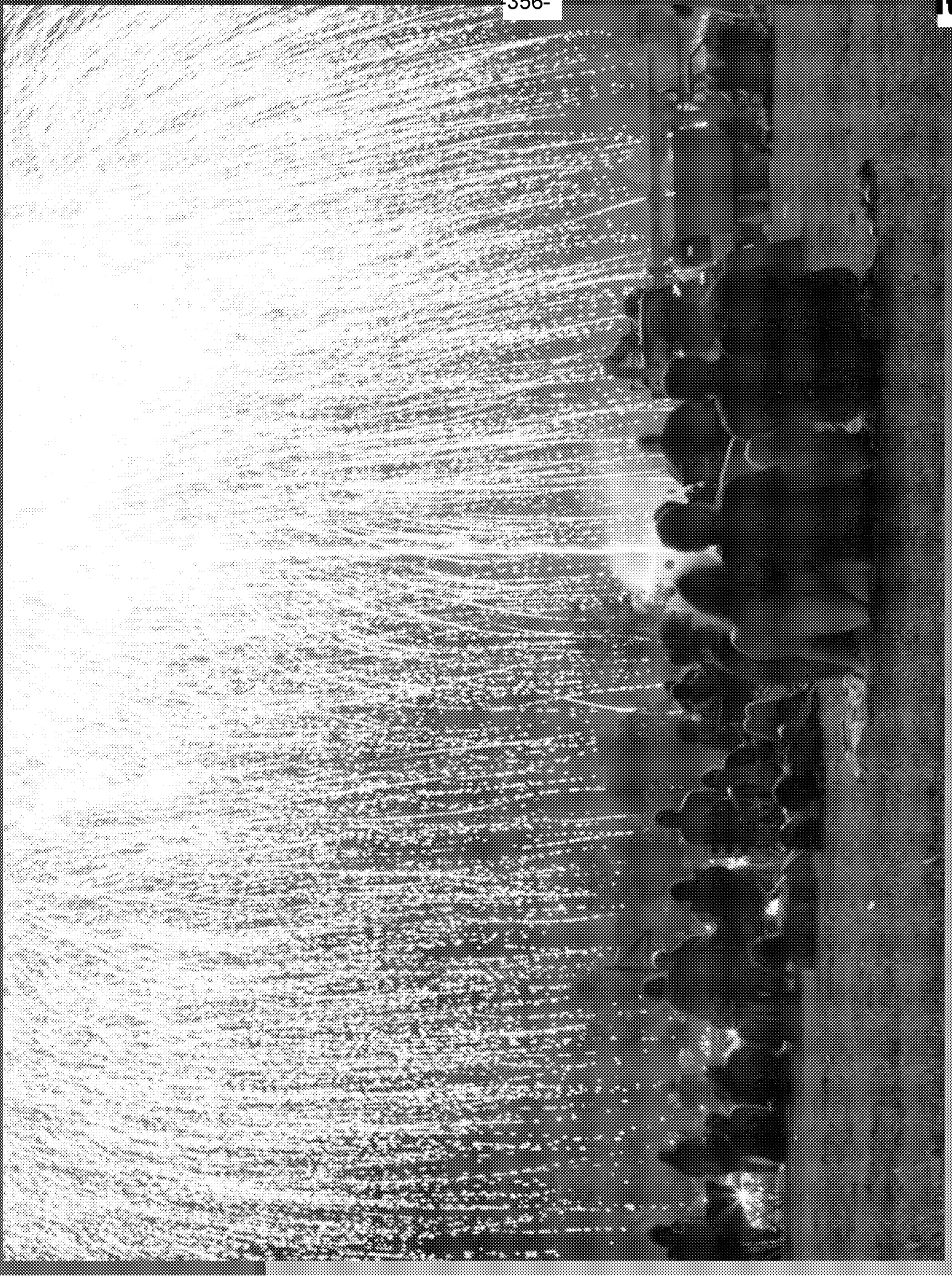

Item No. G.3.1

357-

SOARING Recreation Guide

MORENO VALLEY

WHERE DREAMS SOAR

MV00193400

MORENO VALLEY
WHERE DREAMS SOAR

Future Facilities and Upcoming Events

MORENO VALLEY
WHERE DREAMS SOAR

Movies in the Park

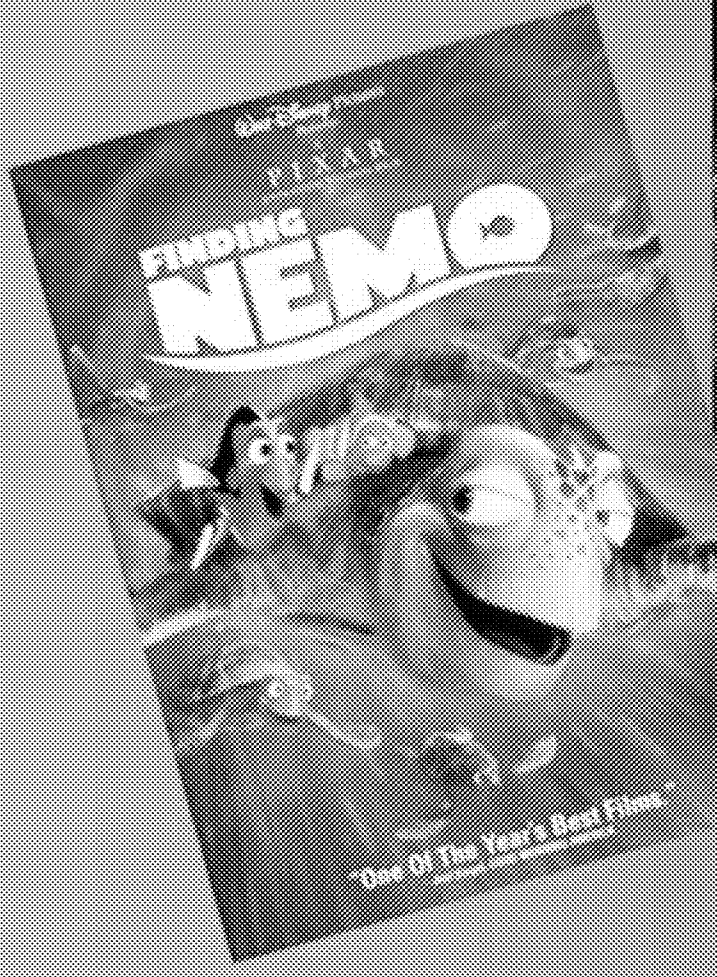

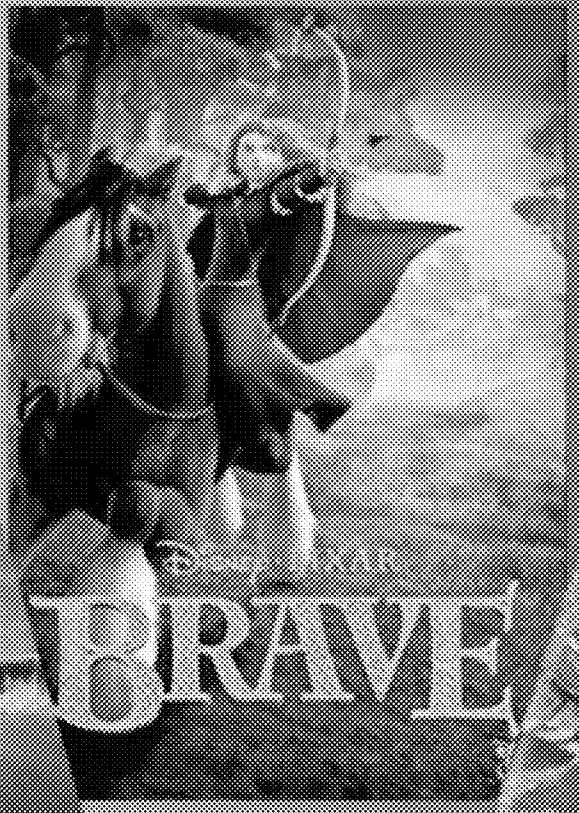

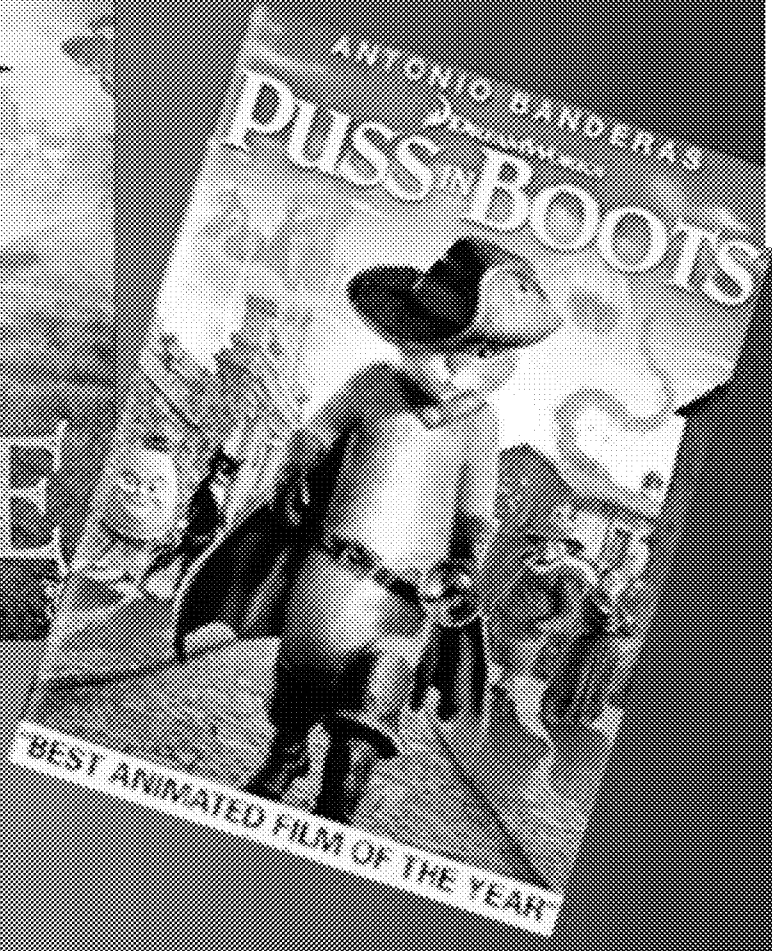

Item No. G.3.1 -359-

MV00193402

MORENO VALLEY
WHERE DREAMS SOAR

Concerts in the Park

FREE MOVAL CONCERT SERIES

Fridays at 6:00 p.m. at Towngate Community Center, 13051 Elsworth Street. Bring your blankets and lawn chairs and prepare to party as we pay tribute to a variety of music.

Free Admission

- **Red Not Chili Peppers** — Rock Tribute Band
- **Latin Society** — Latin Music
- **Hulaballo** — Classic Rock
- **Southband** — Classic Rock
- **Joshua Tree** — U2 Tribute Band
- **Gold Rush** — Country
- **Soulsomatik** — Soul Music

Concert series concludes at July 4th Celebration Family Funfest located at Mountain View Middle School

4:00 p.m. - Mrs. Jones Revenge
6:45 p.m. - Ghosts in the Machine
7:30 p.m. - Hollywood Stones

For more information call the City of Moreno Valley's Parks & Community Services Department at 653-5987

Item No. G.3.1

361-

MV00193404

MORENO VALLEY
WHERE DREAMS SOAR

Conference and Recreation Center Mural

MV00193405

Item No. G.3.1

Lasselle Sports Park

MORENO VALLEY
A T T R A C T I O N S

MORENO VALLEY
WHERE DREAMS SOAR

Other Upcoming Events

Mud Run

5K Walk

Wine and Art Festival

Oktober Fest

Bike Ride

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MV00193411

ORDINANCE NO. 860

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 2 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE, BY ADDING A NEW CHAPTER 2.64, CREATING A JULY 4TH ADVISORY BOARD

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1. MUNICIPAL CODE AMENDED:

1.1 All prior enactments of the City, which are in conflict with this ordinance are hereby repealed, effective upon the date on which this ordinance becomes effective and operative.

SECTION 2. MUNICIPAL CODE AMENDED:

2.1 The list of chapters prefacing Title 2 of the City of Moreno Valley Municipal Code is hereby amended by adding thereto "Chapter 2.64."

2.2 Title 2 of the City of Moreno Valley Municipal Code is hereby further amended by adding thereto a new Chapter 2.64 reading as follows:

"Chapter 2.64

July 4th Advisory Board

Sections:

2.26.010	Created
2.26.020	Composition
2.26.030	Function, powers and duties
2.26.040	Chair, committees and staff
2.26.050	Meetings and rules of procedure

2.64.010 Created.

There is created a July 4th Advisory Board for the city. It shall consist of seven adult and two teen members, serving without compensation, and appointed in the manner and for the terms prescribed in Sections 2.04.060 and 2.06.010, respectively, of

this code, except that the terms of the members first appointed to the board shall be set by lot, in such manner that three adult terms shall expire on July 31 of the first year, two adult terms shall expire on July 31 of the second year, and two adult terms shall expire on July 31 of the third year, and that the terms of the teen members shall expire on July 31 of the third year following appointment or until high school graduation, whichever comes first. Thereafter, all terms shall be for three years and shall expire three years after the effective date of the appointment; provided, however, that the term of an appointment made to fill an unexpired term shall be for the unexpired balance of such term.

2.64.020 Composition.

A. Insofar as practicable, the board shall be composed of nine public members, seven adults and two teens. In the event that an insufficient number of persons is available for appointment to the board, the City Council may make such substitute appointments as it deems necessary.

B. The board members should represent a cross section of the city's diversity, with substantial expertise in the fundraising and promotion of the July 4th Festivities.

2.64.030 Function, powers and duties.

A. The board shall act in an advisory capacity to the City Council to promote and seek possible funding sources for the City's July 4th Festivities including:

1. Solicit private contributions;
2. Solicit grants;
3. Solicit corporate sponsorships;
4. Facilitate fundraising opportunities;
5. Support the City's July 4th Festivities by volunteering the day of the event;
6. Make recommendations to enhance the parade;
7. Make recommendations to the fireworks' display;
8. Solicit vendors for the afternoon festivities;
9. Provide assistance to market and promote the July 4th event;
10. Provide ideas to generate additional revenue and increase attendance to the event;
11. Encourage participation from service organizations, school districts, businesses, and other governmental agencies;
12. Promote the importance of the July 4th Festivities to the city's quality of life;
13. Serve as an advisory group on the July 4th Festivities to the staff and City Council; and

14. Perform any other functions that may be designated by resolution or motion of the City Council.

2.64.40 Chair, committees and staff.

Designation of a chairperson and vice chairperson for the board shall be governed by Section 2.06.020 of this code. The board may establish such standing and temporary subcommittees as it may deem expedient for the performance of its duties and the chairperson, with the consent of the board, may fix and appoint the membership of such subcommittees. Except that the chairperson of each such subcommittee shall be a member of the board, membership on a subcommittee need not be limited to members of the board. The City Manager may appoint a secretary and other staff for the board and provide such reimbursement for their necessary expenses as may be authorized by the City Council in the city budget and approved in advance by the City Manager.

2.64.050 Meetings and rules of procedure.

A. The board shall hold regular meetings and designate the times, dates, and places therefor. All meetings of the board and each of its subcommittees shall be open to the public. Special meetings may be called by the chairperson or by a majority of the board, provided that notice of such special meetings is given to each member of the board at least forty-eight (48) hours prior to the time of the meeting. Five or more voting members of the board shall constitute a quorum for the conduct of business, and the affirmative votes of a majority of such quorum shall be necessary for the conduct of business. The board shall adopt rules for the transaction of its business. The board shall keep a public record of its actions. Promptly after approval thereof by the board, the original minutes of board meetings shall be filed with the Parks and Community Services Department.

B. If a member of the board is absent without cause from three successive regular meetings of the board, the board may request the City Council declare the position vacant. An absence may be excused if it is due to illness or is unavoidable, and the member gives notice to assigned city staff as to the reason."

SECTION 3: EFFECT OF ENACTMENT:

3.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any enactment of the City Council which addresses the same subject addressed herein.

SECTION 4: NOTICE OF ADOPTION:

4.1 Within fifteen days after the adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 5: EFFECTIVE DATE:

5.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 26th day of February, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on February 12, 2013 and had its second reading on February 26, 2013, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 26th day of February, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00193417

AGENDA

CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

April 23, 2013

SPECIAL PRESENTATIONS – 5:30 P.M.
REGULAR MEETING – 6:00 P.M.

City Council Study Sessions
First & Third Tuesdays of each month – 6:00 p.m.
City Council Meetings
Second & Fourth Tuesdays of each month – 6:00 p.m.
City Council Closed Sessions
Immediately following Regular City Council Meetings and Study Sessions, unless no Closed Session Items are Scheduled

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3705 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Tom Owings, Mayor

Marcelo Co, Mayor Pro Tem
Jesse L. Molina, Council Member
Richard A. Stewart, Council Member
Victoria Baca, Council Member

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
April 23, 2013

CALL TO ORDER – 5:30 PM

SPECIAL PRESENTATIONS

1. 2012 Volunteer of the Year - Shor Denny, Safe Routes to School Program Coordinator

2. Proclamation Recognizing May as Mental Health Month

3. Proclamation Recognizing Miguel "Mikey" Garcia World Boxing Organization Featherweight Champion

MV00194844

AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
AND THE BOARD OF LIBRARY TRUSTEES

THE CITY COUNCIL RECEIVES A SEPARATE STIPEND FOR CSD MEETINGS

REGULAR MEETING - 6:00 PM
APRIL 23, 2013

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION - Pastor Paul Cunningham - Renewal Christian Fellowship

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

MV00194845

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority or the Board of Library Trustees requests that an item be removed for separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF APRIL 9, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

A.4 APPROVAL OF PAYMENT REGISTER FOR FEBRUARY, 2013
(Report of: Financial & Management Services Department)

Recommendation:
1. Adopt Resolution No. 2013-21, approving the Payment Register for the month of February, 2013 in the amount of $17,449,090.98.

   Resolution No. 2013-21

   A Resolution of the City Council of the City of Moreno Valley, California, Approving the Payment Register for the Month of February, 2013

A.5 AUTHORIZE SUBMISSION OF GRANT APPLICATIONS FOR THE CALIFORNIA FEDERAL LANDS ACCESS PROGRAM
(Report of: Public Works Department)

MV00194846

Recommendation:

1. Authorize the submission of two grant applications for the California Federal Lands Access Program to the Office of Federal Lands Highway, Federal Highway Administration (FHWA).

A.6 APPROVE THE COOPERATIVE AGREEMENT WITH THE RIVERSIDE COUNTY FIRE DEPARTMENT FOR FIRE PROTECTION, FIRE PREVENTION, RESCUE, AND MEDICAL EMERGENCY SERVICES
(Report of: Fire Department)

Recommendations

1. Approve the Cooperative Agreement with the Riverside County Fire Department for Fire Protection, Fire Prevention, Rescue and Medical Emergency Services.

2. Authorize the Mayor to execute the Cooperative Agreement.

A.7 APPROVE AND ADOPT RESOLUTION 2013-22 IMPLEMENTING PERMIT PARKING ON MEDITERRANEAN DRIVE
(Report of: Public Works Department)

Recommendation:

1. Approve and Adopt Resolution No. 2013-22 implementing permit parking on Mediterranean Drive located just west of Perris Boulevard and Suburban Lane.

   Resolution No. 2013-22

   A Resolution of the City Council of the City of Moreno Valley, California, Approving and Authorizing Installation of Permit Parking on Mediterranean Drive

A.8 AUTHORIZE THE AWARD OF THE CONSTRUCTION CONTRACT TO BEDON CONSTRUCTION, INC. FOR THE MORENO MASTER DRAINAGE PLAN LINE "F", STAGE 2 CHANNEL IMPROVEMENTS -- PROJECT NO. 804 0005 70 77
(Report of: Public Works Department)

Recommendations

1. Waive any and all minor irregularities and award the contract to Bedon Construction, Inc., P.O. Box 1235, Temecula, CA 92593, the lowest responsible bidder, for the Moreno Master Drainage Plan Line "F", Stage 2 Channel Improvements.

2. Authorize the City Manager to execute a contract with Bedon Construction, Inc.

MV00194847

3. Authorize the issuance of a Purchase Order to Bedon Construction, Inc. for the amount of $3,601,458.03 ($3,274,052.75 bid plus 10% contingency) when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Bedon Construction, Inc. up to, but not exceeding, the contingency amount of $327,405.28, subject to the approval of the City Attorney.

5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained system until Riverside County Flood Control and Water Conservation District accepts the ownership and maintenance responsibilities for the improvements, and release the retention to Bedon Construction, Inc., if no claims are filed against the project.

A.9 AUTHORIZE THE SUBMISSION OF A GRANT APPLICATION FOR BRIDGE FUNDING UNDER SURFACE TRANSPORTATION PROGRAM (STP) AND ADOPT RESOLUTION NO. 2013-23 COMMITTING TO PROVIDE LOCAL MATCHING FUNDS AT A MINIMUM OF 11.47% OF THE TOTAL PROJECT COST
(Report of: Public Works Department)

Recommendations

1. Authorize the Public Works Director/City Engineer to submit the grant application for Bridge Funding to Caltrans under the Surface Transportation Program (STP).

2. Adopt Resolution No. 2013-23 committing to provide local matching funds at a minimum of 11.47% of the total project cost.

   Resolution No. 2013-23

   A Resolution of the City Council of the City of Moreno Valley, California, Adopting Certification of Available Matching Funds for the Surface Transportation Program

A.10 PA06-0021, PM 34577 – ACCEPT DEVELOPMENT IMPACT FEE (DIF) IMPROVEMENT CREDIT AGREEMENT #D12-001 FOR INDIAN STREET AND SAN MICHELE ROAD IMPROVEMENTS ASSOCIATED WITH THE I-215 LOGISTICS PROJECT
(Report of: Community & Economic Development Department)

Recommendations

MV00194848

1. Accept the Development Impact Fee Improvement Credit Agreement #D12-001 (DIF Agreement) for PA06-0021, PM 34577 improvements.

2. Authorize the Mayor to execute the DIF Agreement.

A.11 PA06-0021, PM 34577 – ACCEPT TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) PROGRAM IMPROVEMENT AND CREDIT/REIMBURSEMENT AGREEMENT #T13-001 FOR HEACOCK AVENUE IMPROVEMENTS ASSOCIATED WITH THE I-215 LOGISTICS PROJECT
(Report of: Community & Economic Development Department)

Recommendations

1. Accept the Transportation Uniform Mitigation Fee Improvement Credit/Reimbursement Agreement #T13-001 (TUMF Agreement) for PA06-0021, PM 34577 improvements.

2. Authorize the Mayor to execute the TUMF Agreement.

3. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.

A.12 APPROVE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF RIVERSIDE OFFICE OF EMERGENCY MANAGEMENT REGARDING URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDING FOR FEDERAL FISCAL YEAR 2010
(Report of: Fire Department)

Recommendations

1. Adopt Resolution No. 2013-24 of the City of Moreno Valley, California, approving the Memorandum of Understanding with the City of Riverside Office of Emergency Management regarding the Urban Area Security Initiative (UASI) grant funding for Federal Fiscal Year 2010.

   Resolution No. 2013-24

   A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the City to Enter into a Memorandum of Understanding With the City of Riverside Office of Emergency Management Regarding Urban Area Security Initiative (UASI) Grant Funding for Federal Fiscal Year 2010

2. Authorize the allocation of $5,000 for expenditures related to the Fiscal Year 10 UASI grant not to exceed the amount of grant award.

3. Authorize the City Manager or his designee to execute the Certificate of Non-Supplanting.

4. Authorize the City Manager or his designee to execute the Riverside Urban Area Security Initiative Certification Regarding Debarment, Suspension, and other Responsibility Matters.

5. Authorize the City Manager or his designee to execute the California Emergency Management Agency FY2010 Grant Assurances.

6. Accept the grant award from the City of Riverside Office of Emergency Management regarding the Urban Area Security Initiative (UASI) grant funding for Federal Fiscal Year 2010.

A.13 APPROVE THE CITY OF MORENO VALLEY'S FIVE-YEAR MEASURE A LOCAL STREETS AND ROADS CAPITAL IMPROVEMENT PLAN (CIP) AND MAINTENANCE OF EFFORT (MOE) CERTIFICATION STATEMENT FOR THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC) MEASURE A LOCAL FUNDS PROGRAM, FISCAL YEAR (FY) 2014-2018
(Report of: Public Works Department)

Recommendations

1. Approve the City of Moreno Valley's Five-Year Measure A Local Streets and Roads CIP and MOE for the RCTC Measure A Local Funds Program, FY 2014-2018.

2. Authorize submittal of the RCTC Measure A Local Streets and Roads CIP and MOE for the RCTC Measure A Local Funds Program, FY 2014-2018.

3. Authorize staff to submit an amended five-year plan to RCTC if changes are made by City Council to the listed Measure A projects as part of the upcoming FY 2013-2014 budget approval process

A.14 APPROVE AND EXECUTE AGREEMENT FOR CONVEYANCE OF PROPERTY FOR PARTIAL ACQUISITION OF APN'S 488-080-003 AND 488-080-012 FOR THE SR-60/MORENO BEACH INTERCHANGE IMPROVEMENTS PROJECT – PROJECT NO. 801 0038 70 77
(Report of: Public Works Department)

Recommendations

1. Approve the Agreement for Conveyance of Real Property with LCTH Investment, LP, for partial acquisition of APN's 488-080-003 and 488-080-012 for the SR-60/Moreno Beach Interchange Improvements project.

MV00194850

2. Authorize the City Manager to execute the Agreement for Conveyance of Real Property and authorize the Public Works Director/City Engineer to approve any changes subject to the approval of the City Attorney.

3. Authorize the issuance of a Purchase Order for $222,317 ($212,317 for the acquisition purchase price plus $10,000 for escrow closing fees) when the Agreement has been signed by all parties.

A.15 RATIFICATION OF GRANT PROPOSAL SUBMITTAL FOR THE SURFACE TRANSPORTATION PROGRAM (STP)
(Report of: Public Works Department)

Recommendations

1. Ratify the submittal of a grant proposal to the Riverside County Transportation Commission (RCTC) for the Surface Transportation Program (STP).

A.16 3-YEAR ECONOMIC DEVELOPMENT ACTION PLAN
(Report of: Community & Economic Development Department)

Recommendation:

1. Approve the 3-Year Economic Development Action Plan.

A.17 BUDGET APPROPRIATION FOR THE SR-60/THEODORE INTERCHANGE IMPROVEMENTS AS A NEW CAPITAL IMPROVEMENT PLAN PROJECT
PROJECT NO. 801 0052 70 77
(Report of: Public Works Department)

Recommendations

1. Authorize the following budget appropriation from unencumbered funds in the Development Impact Fee (DIF) Interchange Improvements Revenue Fund Balance to create a new Capital Improvement Project Expenditure Account titled the SR-60/Theodore Interchange Improvement Project:$138,000 – from (2911-99-95-92911) to (3311-99-99-93311)

2. Amend the Fiscal Year 12/13 Adopted Capital Improvement Plan (CIP) to include the SR-60/Theodore Interchange Improvement Project as a funded Street Improvement, Project Number 801 0052 70 77 and General Ledger Number 3311-70-77-80001.

A.18 APPROVAL OF EMPLOYMENT AGREEMENT BETWEEN THE CITY OF

MV00194851

MORENO VALLEY AND SUZANNE M. BRYANT FOR THE POSITION OF CITY ATTORNEY
(Report of: Administrative Services Department)

Recommendation:
1. Approve the Employment Agreement between the City of Moreno Valley and Suzanne M. Bryant for the position of City Attorney.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF APRIL 9, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF APRIL 9, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF APRIL 9, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

E. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip

to the Bailiff.

E.1 PUBLIC HEARING TO CONSIDER FEE SCHEDULE FOR FISCAL YEAR 2013-14
(Report of: Financial & Management Services Department)

Recommendations That the City Council:

1. Conduct a Public Hearing to receive public input on the proposed Fee Schedule for Fiscal Year 2013-14.

2. Adopt Resolution No. 2013-25, approving the Fee Schedule for Fiscal Year 2013-14.

   Resolution No. 2013-25

   A Resolution of the City Council of the City of Moreno Valley, California, Establishing Specified Fees for Various Services for Fiscal Year 2013-14 and Repealing Prior Resolutions that May Be in Conflict

E.2 ALESSANDRO BOULEVARD CORRIDOR IMPLEMENTATION PROJECT, WHICH INCLUDES TWO GENERAL PLAN AMENDMENTS (PA11-0028 & PA12-0046), TWO CHANGES OF ZONES (PA11-0029 & PA12-0047), AND MUNICIPAL CODE AMENDMENT (PA11-0030). THE PROJECT INCLUDES REZONING AREAS ALONG ALESSANDRO BOULEVARD AND NEAR PERRIS BOULEVARD AND IRIS AVENUE TO R30 (RESIDENTIAL UP TO 30 UNITS PER ACRE), 10.46 ACRES TO OPEN SPACE, COMMERCIAL REZONING OF A PARCEL AT THE SOUTHWEST CORNER OF PERRIS BOULEVARD AND GENTIAN AVENUE, AND THE CREATION OF A MIXED USE DISTRICT OVERLAY. THE R30 REZONING WILL PROVIDE CONSISTENCY WITH THE CITY'S CERTIFIED HOUSING ELEMENT
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. ADOPT a Mitigated Negative Declaration for PA11-0028 (General Plan Amendment), PA11-0029 (Change of Zone), PA11-0030 (Municipal Code Amendment), PA12-0046 (General Plan Amendment) and PA12-0047 (Change of Zone) pursuant to the California Environmental Quality Act (CEQA) Guidelines.

2. APPROVE Resolution No. 2013-26 approving PA11-0028 and PA12-0046 (General Plan Amendments), thereby establishing General Plan Land Use Map designations for certain properties as described in the Resolution, and the revised General Plan Maps.

   Resolution No. 2013-26

MV00194853

A Resolution of the City Council of the City of Moreno Valley, California, Approving Two Amendments to the General Plan Land Use Element (PA11-0028 And PA12-0046) Relating to the Alessandro Boulevard Corridor Project – Phase II Implementation Including Rezoning Approximately 146.19 Acres to Residential 30 (R30), Approximately 10.46 Acres of Open Space (OS) And Approximately 21.47 Acres to Commercial (C)

3. INTRODUCE Ordinance No. 864 approving a Municipal Code Amendment (PA11-0030) creating the Mixed Use District Overlay and amending various sections of Title 9 of the City of Moreno Valley Municipal Code based on the findings in the Ordinance.

   Ordinance No. 864

   An Ordinance of the City Council of the City of Moreno Valley, California, Approving a Municipal Code Amendment (PA11-0030) Amending Title 9 of the City of Moreno Valley Municipal Code Regarding the Creation of the Mixed Use Overlay District (Approximately 147.69 Acres) and Amending the Municipal Code to Include Standards Related to the Mixed Use Overlay District

4. INTRODUCE Ordinance No. 865 approving Zone Change (PA11-0029) from Community Commercial (CC), Office Commercial (OC), Residential 15 (R15 and Residential 5 (R5) to Residential 30 (R30), and Zone Change (PA12-0047) from Residential 5 (R5) to Community Commercial (CC), based on the findings in the Ordinance, and the revised zoning pages.

   Ordinance No. 865

   An Ordinance of the City Council of the City of Moreno Valley, California, Approving PA11-0029 (Change Of Zone) to Change the Land Use District for Approximately 146.19 Acres to Residential 30 (R30) and Approximately 10.46 Acres to Open Space (OS) and PA12-0047 (Change Of Zone) to Change the Land Use District of Approximately 21.47 Acres to Community Commercial (CC)

E.3 PUBLIC HEARING FOR DELIQUENT NUISANCE ABATEMENT ACCOUNTS
(Report of: Fire Department)

Recommendations That the City Council:

1. Conduct a public hearing and accept public testimony on delinquent nuisance abatement accounts.

2. Adopt Resolution No. 2013-27 of the City of Moreno Valley, California, confirming assessments on certain real properties as outlined in the Property Assessment List for the abatement of nuisances.

   Resolution No. 2013-27

   A Resolution of the City Council of the City of Moreno Valley, California, Confirming Statements of Costs Against Real Property Located in the City of Moreno Valley, for Abatements of Public Nuisances and Direction that Said Statement of Costs Constitute a Lien Upon Said Properties

3. Approve placing the submitted Property Assessment List of delinquent nuisance abatement accounts on the Fiscal Year (FY) 2013/2014 Riverside County property tax roll for collection.

4. Direct the City Clerk to file with the Riverside County Assessor's office a certified copy of Resolution No. 2013-27 and the Property Assessment List as required by Section 6.04.120 of the City of Moreno Valley Municipal Code.

E.4 PUBLIC HEARING FOR THE CDBG AND HOME PROGRAMS TO ADOPT THE CONSOLIDATED PLAN FOR FISCAL YEARS 2013-2018. THE ANNUAL ACTION PLAN FOR FISCAL YEAR 2013-2014 AND THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE AND FAIR HOUSING ACTION PLAN
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Conduct a Public Hearing for the Community Development Block Grant (CDBG) and HOME programs to allow the public an opportunity to comment on, 1) the proposed FY 2013-2018 Consolidated Plan, 2) the FY 2013-2014 Annual Action Plan, and 3) the Analysis of Impediments to Fair Housing Choice and Fair Housing Action Plan.

2. Adopt, 1) the FY 2013-2018 Consolidated Plan, 2) the FY 2013-2014 Annual Action Plan, and 3) the Analysis of Impediments to Fair Housing Choice and Fair Housing Action Plan.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR

SEPARATE ACTION

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

a) Report by Council Member Jesse L. Molina on Riverside Transit Agency (RTA)

G.2 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

G.3 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/City as Successor Agency for the Community Redevelopment Agency/Housing Authority or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

MV00194856

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority will be held in Conference Room C, First Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

a) Case: *Joe and Joyce Teague v. City of Moreno Valley*
Court: U.S. District Court
Case No: EDCV11-1597 GHK (DTBx)

b) Case: *City of Moreno Valley v. Bond Safeguard Insurance Company*
Court: Riverside Superior Court
Case No: RIC 1118795

c) Case: *City of Moreno Valley v. AEI CASC*
Court: Los Angeles Superior Court
Case No: BC 481595

2 SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF SECTION 54956.9

Number of Cases: 5

3 SECTION 54956.9(d)(4) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

MV00194857

Number of Cases: 5

4 SECTION 54957.6 - LABOR NEGOTIATIONS

a) *Agency Representative: Henry T. Garcia Employee Organization: MVCEA*

b) *Agency Representative: Henry T. Garcia Employee Organization: MVMA*

c) *Agency Representative: Henry T. Garcia Employee Organization: Moreno Valley Confidential Management Employees*

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

ADJOURNMENT

CERTIFICATION

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, certify that the City Council Agenda was posted in the following places pursuant to City of Moreno Valley Resolution No. 2007-40:

City Hall, City of Moreno Valley
14177 Frederick Street

Moreno Valley Library
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center
25075 Fir Avenue

Jane Halstead, CMC,
City Clerk

Date Posted: April 17, 2013

MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
April 9, 2013

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Proclamation Recognizing April as Child Abuse Prevention Month

2. Business Spotlight

   a) LaQuinta Inn

   b) SecurCare Storage.

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:00 PM
April 9, 2013

CALL TO ORDER

The Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority and the Board of Library Trustees was called to order at 6:04 p.m. by Mayor Tom Owings in the Council Chamber located at 14177 Frederick Street

Mayor Tom Owings announced that the City Council receives a separate stipend for CSD meetings.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Scott Heveran

INVOCATION - Pastor Diane Gardner - Beautiful Women of God - Diane Gardner Ministries

ROLL CALL

Council:

Tom Owings	Mayor
Marcelo Co	Mayor Pro Tem
Victoria Baca	Council Member
Jesse L. Molina	Council Member
Richard A. Stewart	Council Member

Staff:

Jane Halstead	City Clerk
Kathy Gross	Executive Assistant
Henry T. Garcia	City Manager
Richard Teichert	Chief Financial Officer
Suzanne Bryant	Acting City Attorney

Michelle Dawson	Assistant City Manager
Joel Ontiveros	Police Chief
Abdul Ahmad	Fire Chief
Ahmad Ansari	Public Works Director
Barry Foster	Community and Economic Development Director
Tom DeSantis	Administrative Services Director
Mike McCarty	Parks & Community Services Director
Michele Patterson	Assistant to the City Manager

PUBLIC COMMENTS **ON ANY SUBJECT NOT ON THE AGENDA** UNDER THE JURISDICTION OF THE CITY COUNCIL

Scott Heveran

1. Renewable Energy

Margaret Williams

1. Box Springs Mutual Water Company

Daryl Terrell

1. Future
2. Unity

Deanna Reeder

1. Community Forum
2. Ethnicity
3. Citizen Charter Petition

Tom Jerele Sr.

1. City Long Range Debt Burden
2. Warehouse and job creation

Kenny Bell

1. Disagreements between Moreno Valley Residents and Council
2. Solar Energy

Lashé Rodriguez

1. Legislative Update

Tom Thornsley

1. Thanked City Council for opportunity to interview for the Planning Commission
2. Solar Energy
3. Charter urgency to go on ballot in November

Louise Palomarez

1. Skechers and Community Forum
2. Medical Corridor location

Alicia Espinoza

1. Search for another avenue to raise sales tax for Public Safety
2. Riverside County Sheriff contracts

Curtis Gardner

1. Charter
2. Sales Tax increase for Public Safety
3. City owned Police Department startup

Chris Baca

1. Riverside County Democratic Central Committee - Sub-Chairs a sub-committee on Immigration Reform

Craig Givens

1. Against raising Sales Tax for Public Safety

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, MORENO VALLEY HOUSING AUTHORITY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Tom Owings opened the agenda items for the Consent Calendars for public comments (except Item A.6, which was pulled for separate action); there being none, public comments were closed.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF MARCH 26, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

A.4 APPROVAL OF THE 2013/2014 FISCAL YEAR STORM WATER PROTECTION PROGRAM BUDGET FOR COUNTY SERVICE AREA (CSA) 152
(Report of: Community & Economic Development Department)

Recommendations

1. Approve the County Service Area (CSA) 152 Budget for FY 2013/2014 in the amount of $550,380.

2. Authorize the levy of CSA 152 Assessment at $8.15 per Benefit Assessment Unit (BAU) for FY 2013/2014.

A.5 PA04-0108 (TR 32515) – OFFSITE & ONSITE IMPROVEMENTS – ACCEPT SUBSTITUTION AGREEMENTS AND SECURITIES FOR PUBLIC IMPROVEMENTS
(Report of: Community & Economic Development Department)

Recommendations

1. Accept the substitution Agreements for Public Improvements and Securities for project PA04-0108 (TR 32515) – Offsite and Onsite Improvements.

2. Authorize the Mayor to execute the agreements.

3. Direct the City Clerk to forward the signed agreements to the County Recorder's Office for recordation.

4. Authorize the Public Works Director/City Engineer to exonerate the

MV00194863

Faithful Performance Bonds and Material and Labor Bonds previously submitted by K. Hovnanian Forecast Homes Southern, Inc. a California Corporation, upon acceptance of the substitution agreement and security.

5. Authorize the Public Works Director/City Engineer to execute any future time extension amendments to the agreements, subject to City Attorney approval, if the required improvements are not completed within said timeframe.

A.6 APPROVE AND EXECUTE AGREEMENT FOR CONVEYANCE OF REAL PROPERTY FOR ACQUISITION OF APN 473-220-072 FOR THE NORTHEAST FIRE STATION, PROJECT NO. 803 0018 70 77
(Report of: Public Works Department)

Recommendations

1. Approve the Agreement for Conveyance of Real Property with IL Nam Oh and Yun Kang Oh for acquisition of APN 473-220-072 for the Northeast Fire Station project.

2. Authorize the City Manager to execute the Agreement for Conveyance of Real Property and authorize the Public Works Director/City Engineer to approve any changes subject to the approval of the City Attorney.

3. Authorize the issuance of a Purchase Order for $152,500 ($146,000 for the acquisition purchase price plus $6,500 for escrow closing fees) when the Agreement has been signed by all parties.

Motion to Approve Item A.6 by m/Council Member Richard A. Stewart, s/Mayor Tom Owings

Failed by a vote of 1-4, Mayor Tom Owings, Mayor Pro Tem Marcelo Co, Council Member Victoria Baca, Council Member Jesse L. Molina opposed.

A.7 PA12-0048 (PM 36511) – APPROVE PARCEL MAP (CONTINUED FROM MARCH 26, 2013, BY A 5-0 VOTE)
(Report of: Community & Economic Development Department)

Recommendation:

1. Approve Parcel Map 36511.

2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

MV00194864

Motion to Continue Item A.7 to date uncertain by m/Council Member Jesse L. Molina, s/Mayor Pro Tem Marcelo Co

Approved by a vote of 5-0.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF MARCH 26, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF MARCH 26, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF MARCH 26, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2, except A.6 (pulled for separate action) and A.7 (continued to date uncertain) by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

MV00194865

E. PUBLIC HEARINGS - NONE

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

Item A.6 pulled for separate action from Consent Calendar.

Mayor Tom Owings opened the agenda item A.6 for public comments, which were received from Deanna Reeder (Opposed), Pete Bleckert and Louise Palomarez.

G. REPORTS

G.1 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

None

G.2 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

Case against The State Department of Finance entitled The City of Moreno Valley v. Paul Angulo et al., Sacramento Superior Court case number 34-2012-80001350 has been dismissed due to a successful resolution of the issue that was filed on March 26, 2013.

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION

H.2.1 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SUB-SECTION 9.14.130(A) OF TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO REQUIREMENTS FOR THE UNDERGROUNDING OF OVERHEAD UTILITIES (RECEIVED FIRST READING AND INTRODUCTION ON MARCH 26, 2013 BY A 5-0 VOTE) (Report of: Community & Economic Development Department)

Recommendations That the City Council:
Adopt Ordinance No. 862, an Ordinance of the City Council of the City of Moreno Valley, California amending sub-section 9.14.130(a) of Title 9 of the City of Moreno Valley Municipal Code relating to requirements for the

undergrounding of overhead utilities.

Ordinance No. 862

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Sub-Section 9.14.130(A) of Title 9 of the City of Moreno Valley Municipal Code Relating to Requirements for the Undergrounding of Overhead Utilities

Motion to Approve by m/Council Member Richard A. Stewart, s/Mayor Pro Tem Marcelo Co

No roll call was made, as public speaker had not yet spoke on the item before first motion made.

Mayor Tom Owings opened the agenda item for public comments, which was received from Tom Jerele, Sr. (Supports)

Motion to Approve by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

H.2.2 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADDING CHAPTER 2.25 TO THE CITY OF MORENO VALLEY MUNICIPAL CODE ESTABLISHING A UTILITIES COMMISSION (RECEIVED FIRST READING AND INTRODUCTION ON MARCH 26, 2013 BY A 5-0 VOTE) (Report of: Public Works Department)

Recommendations That the City Council:
Adopt Ordinance No. 863 adding Chapter 2.25 to the City of Moreno Valley Municipal Code establishing a Utilities Commission (as listed on the ordinance). (Roll call required)

Ordinance No. 863

An Ordinance of the City Council of the City of Moreno Valley, California, Adding Chapter 2.25 to the City of Moreno Valley Municipal Code Establishing a Utilities Commission

Mayor Tom Owings opened the agenda item for public comments; there being none, public comments were closed.

Motion to Approve by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Mayor Tom Owings

1. Encouraged the public to read the book: What is History, by E.H. Carr.
2. Asked the public to ask yourselves the questions on what have the leaders done for the City. What have they done to: a) increase graduation rates; b) increase property values; c) lower taxes; d) fight crime; e) balance budget; f) make our City more livable; and g) enhance the reputation of our City so that we can attract developers and create jobs
3. Unity and good business dialog
4. Constant distractors discourage future developers from coming to our City (developers searching criteria are good schools, safe streets and good reputation)
5. New start - agreements, achievements set aside issues that divide us and discuss without impairing the forward progress of this City

MV00194868

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority was held in the Conference Room B, First Floor, City Hall. The City Council met in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

The Closed Session was held pursuant to Government Code:

Mayor Tom Owings opened the agenda item for public comments; there being none, public comments were closed.

Acting City Attorney, Suzanne Bryant, announced there was no initiation of litigation. Tom DeSantis will be attending closed session and he would be the one to report back.

1 SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

a) Boe et al. V. City of Moreno Valley, et al.
Riverside Superior Court
RIC 1301793

2 SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF SECTION 54956.9:

Number of Cases: 5

3 SECTION 54956.9(d)(4) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

a) Boe et al. V. City of Moreno Valley, et al.
Riverside Superior Court Case
RIC 1301793

4 SECTION 54957.6 - LABOR NEGOTIATIONS

a) Agency Representative: Henry T. Garcia
Employee Organization: MVCEA

b) Agency Representative: City Manager Henry T. Garcia
Employee Organization: MVMA

c) Agency Representative: City Manager Henry T. Garcia
Employee Organization: Moreno Valley Confidential Management Employees

5 SECTION 54957 - PUBLIC EMPLOYMENT APPOINTMENT/PUBLIC EMPLOYMENT

a) City Attorney

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY ADMINISTRATIVE SERVICES DIRECTOR

Tom DeSantis reported back that City Council appointed Suzanne M. Bryant as City Attorney, effective July 9, 2013.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:44 p.m. by unanimous informal consent.

Submitted by:

_____
City Clerk Jane Halstead, CMC
Secretary, Moreno Valley Community Services District
Secretary, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Secretary, Moreno Valley Housing Authority
Secretary, Board of Library Trustees

Approved by:

_____
Mayor Tom Owings
President, Moreno Valley Community Services District
Chairperson, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Moreno Valley Housing Authority
Chairperson, Board of Library Trustees

MV00194871

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: April 23, 2013

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Reports on Reimbursable Activities for the period of April 3-16, 2013.

Reports on Reimbursable Activities April 3-16, 2013			
Council Member	Date	Meeting	Cost
Victoria Baca			
Marcelo Co			
Jesse L. Molina			
Tom Owings	4/10/13	Sheriff's Dept. Annual Department Awards Ceremony	$20.00
	4/12/13	Moreno Valley Historical Society Annual Dinner	$30.00
Richard A. Stewart	4/10/13	Sheriff's Dept. Annual Department Awards Ceremony	$20.00

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: April 23, 2013

TITLE: APPROVAL OF PAYMENT REGISTER FOR FEBRUARY, 2013

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. 2013-21, approving the Payment Register for the month of February, 2013 in the amount of $17,449,090.98.

DISCUSSION

To facilitate Council's review, the Payment Register lists in alphabetical order all checks in the amount of $25,000 or greater, followed by a listing in alphabetical order of all checks less than $25,000. The Payment Register also includes wire transfers, thus eliminating the need for a separate wire transfer register, as well as the fiscal year-to-date (FYTD) amount paid to each vendor.

FISCAL IMPACT

The disbursements itemized in the attached Payment Register are reflected in the FY 2012-13 budget. Therefore, there is no fiscal impact other than the expenditure of budgeted funds.

ATTACHMENTS

Attachment 1: Proposed Resolution
Attachment 2: Payment Register for Month of February, 2013

Prepared By:
Dena Heald
Acting Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Attachment 1

RESOLUTION NO. 2013-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE PAYMENT REGISTER FOR THE MONTH OF FEBRUARY, 2013

WHEREAS, the Financial & Management Services Department has prepared and provided the Payment Register for the period February 1, 2013 through February 28, 2013, for review and approval by the City Council of the City of Moreno Valley; and

WHEREAS, it is in the best interest of the City that the referenced Payment Register be approved.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Payment Register for the period February 1, 2013 through February 28, 2013, in the total amount of $17,449,090.98 is approved.

APPROVED AND ADOPTED this 23rd day of April, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00194876

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-21 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 23rd day of April, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

CITY CLERK

MV00194877

City of Moreno Valley
Payment Register
For Period 2/1/2013 through 2/28/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
ALL AMERICAN ASPHALT, INC.	215900	02/11/2013	157673	CONSTRUCTION CONTRACT - DRACAEA/PERRIS TO PATRICIA	$29,305.08	
			Remit to:	CORONA, CA	$29,305.08	$1,602,525.59
COUNTY OF RIVERSIDE - RMAP	215916	02/11/2013	SH0000020767	LAW ENFORCEMENT SVCS/GRANT #PT1303-PRIMARY COLLISION FACTOR ENF.	$345.66	
			SH0000020675	LAW ENFORCEMENT EXTRA DUTY-DUI WARRANT SWEEP	$42.83	
			SH0000020790	LAW ENFORCEMENT SVCS/GRANT #SC13272-DUI CHECKPOINT 1/4/13	$7,122.54	
			SH0000020789	LAW ENFORCEMENT SVCS/GRANT #SC13272-DUI CHECKPOINT 12/27/12	$8,457.11	
			SH0000020787	LAW ENFORCEMENT SVCS/GRANT #PT1303-TRAFFIC ENF. OPERATION 1/4/13	$175.29	
			SH0000020785	LAW ENFORCEMENT SVCS/GRANT #PT1303-DISTR. DRIVING ENF. 12/26/12	$345.66	
			SH0000020784	LAW ENFORCEMENT SVCS/GRANT #PT1303-DUI SAT. PATROL 12/22/12	$1,285.08	
			SH0000020783	LAW ENFORCEMENT SVCS/GRANT #PT1303-TRAFFIC ENF. OPERATION 12/21	$467.44	
			SH0000020782	LAW ENFORCEMENT SVCS/GRANT #PT1303-DISTR. DRIVING ENF. 12/20/12	$350.58	
			SH0000020731	LAW ENFORCEMENT EXTRA DUTY-DUI WARRANT SWEEP	$235.57	
			SH0000020768	LAW ENFORCEMENT SVCS/GRANT #PT1303-DUI STAKEOUT OPER. 12/10/12	$876.45	
			SH0000020788	LAW ENFORCEMENT SVCS/GRANT #PT1303-DISTR. DRIVING ENF. 1/8/13	$467.44	

MV00194878

City of Moreno Valley
Payment Register
For Period 2/1/2013 through 2/28/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
COUNTY OF RIVERSIDE - RMAP	215916	02/11/2013	SH0000020766	LAW ENFORCEMENT SVCS/GRANT #PT1303-DISTR. DRIVING ENF. 12/3/12	$175.29	
			SH0000020765	LAW ENFORCEMENT SVCS/GRANT #PT1303-DUI WARRANT SWEEP 12/1/12	$7,252.97	
			SH0000020763	LAW ENFORCEMENT SVCS/GRANT #PT1303-PRIMARY COLLISION FACTOR ENF	$227.16	
			SH0000020761	LAW ENFORCEMENT SVCS/GRANT #PT1303-DUI SAT. PATROL 11/23/12	$1,041.90	
			SH0000020754	LAW ENFORCEMENT SVCS/GRANT #PT1303-DISTR. DRIVING ENF. 11/20/12	$292.15	
			SH0000020791	LAW ENFORCEMENT SVCS/GRANT #AL1387-AVOID THE 30 12/28/12	$993.31	
			SH0000020770	LAW ENFORCEMENT SVCS/GRANT #AL1387-AVOID THE 30 11/24/12	$1,079.01	
			SH0000020673	LAW ENFORCEMENT SVCS-SPECIAL BILLING/JAG GRANT 2009 BP #05	$2,018.88	
			SH0000020769	LAW ENFORCEMENT SVCS/GRANT #PT1303-PRIMARY COLLISION FACTOR ENF.	$701.16	
			SH0000020786	LAW ENFORCEMENT SVCS/GRANT #PT1303-DISTR. DRIVING ENF. 1/2/13	$345.66	
			Remit to:	MORENO VALLEY, CA	$34,299.14	$463,894.18
COUNTY OF RIVERSIDE SHERIFF	8460	02/11/2013	SH0000020571	CONTRACT LAW ENFORCEMENT BILLING #5 (10/18-11/14/12)	$2,564,279.37	
			Remit to:	RIVERSIDE, CA	$2,564,279.37	$24,367,138.96
COUNTY OF RIVERSIDE SHERIFF	8636	02/28/2013	SH0000020720	CONTRACT LAW ENFORCEMENT BILLING #6 (11/15/12-12/12/12)	$2,669,478.89	
			Remit to:	RIVERSIDE, CA	$2,669,478.89	$24,367,138.96

MV00194879

City of Moreno Valley

Payment Register

For Period 2/1/2013 through 2/28/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
EASTERN MUNICIPAL WATER DISTRICT	216034	02/19/2013	JAN-13 2/19/13	WATER CHARGES	$26,680.70	
			Remit to:	PERRIS, CA	$26,680.70	$1,070,558.39
EMPLOYMENT DEVELOPMENT DEPARTMENT	8679	02/08/2013	S130207	DEPOSIT OF STATE INCOME TAX WITHHELD	$46,423.42	
			Remit to:	WEST SACRAMENTO, CA	$46,423.42	$689,338.20
EMPLOYMENT DEVELOPMENT DEPARTMENT	8690	02/22/2013	S130221	DEPOSIT OF STATE INCOME TAX WITHHELD	$30,666.94	
			Remit to:	WEST SACRAMENTO, CA	$30,666.94	$689,338.20
ENCO UTILITY SERVICES MORENO VALLEY LLC	8577	02/19/2013	40-243B-09	WORK AUTHORIZATION #40-243B-DEC12	$330.62	
			0405-1-105R	DISTRIBUTION CHARGES 9/3-10/7/12	$251,373.37	
			40-270B-03	WORK AUTHORIZATION # 40-270	$149.74	
			0406-TEMP MF-084	TEMPORARY METERS & SERVICE FEES	$425.00	
			40-268A-05	WORK AUTHORIZATION #40-268A	$182.58	
			40-247B-03	WORK AUTHORIZATION 40-247 DEC12	$76.08	
			0405-MTS1-SP092	ELECTRIC METER CHARGES	$546.00	
			Remit to:	ANAHEIM, CA	$253,083.39	$1,583,716.66
FALCON ENGINEERING SERVICES, INC.	216105	02/25/2013	2012-07-A	ENGINEERING SERVICES - SR-60/MORENO BEACH PH I	$63,022.73	
			2012-05	ENGINEERING SERVICES - SR-60/NASON INTERCHANGE	$92,929.92	
			Remit to:	CORONA, CA	$155,952.65	$411,557.66
FR/CAL MORENO VALLEY, LLC	216146	02/25/2013	NANDINA	REFUND-REMAINING DEPOSIT-T&M FOR FIRE ADMIN, PLN CK & INSPECTNS	$33,728.77	

MV00194880

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	LOS ANGELES, CA	$33,728.77	$33,728.77
GLOBAL POWER GROUP, INC.	216018	02/11/2013	27118	CONSTRUCTION CONTRACT - EOC FAMILY CARE CENTER	$117,715.70	
			Remit to:	LAKESIDE, CA	$117,715.70	$117,715.70
HANSEN, ROBERT L.	215893	02/07/2013	02072013	RETIREMENT SETTLEMENT	$161,000.00	
			Remit to:	MORENO VALLEY, CA	$161,000.00	$161,279.78
HILLCREST CONTRACTING, INC	8486	02/11/2013	PB 22171	CONSTRUCTION CONTRACT - PERRIS BLVD. IMPROVEMENTS	$169,890.92	
			Remit to:	CORONA, CA	$169,890.92	$1,509,263.77
INTERNAL REVENUE SERVICE	8638	02/08/2013	F130207	DEPOSIT OF FEDERAL INCOME TAX WITHHELD	$175,966.03	
			Remit to:	SACRAMENTO, CA	$175,966.03	$2,282,927.89
INTERNAL REVENUE SERVICE	8691	02/22/2013	F130221	DEPOSIT OF FEDERAL INCOME TAX WITHHELD	$122,295.31	
			Remit to:	SACRAMENTO, CA	$122,295.31	$2,282,927.89
J D H CONTRACTING	8418	02/04/2013	011813-01	UPGRADE GOLF COURSE RESTROOM FOR ADA COMPLIANCE	$14,738.00	
			013113-01	ROOF REPLACEMENT-COTTONWOOD REC CTR	$10,338.00	
			Remit to:	RIVERSIDE, CA	$25,076.00	$98,386.90
LEAGUE OF CALIFORNIA CITIES-RIV CNTY DIV	215941	02/11/2013	126557	MEMBERSHIP DUES-2013	$34,799.60	
			Remit to:	SACRAMENTO, CA	$34,799.60	$34,899.60
MORENO VALLEY UTILITY	216052	02/19/2013	7013411-01/JAN13	ELECTRICITY-UTILITY FIELD OFFICE	$83.23	

MV00194881

City of Moreno Valley

Payment Register

For Period 2/1/2013 through 2/28/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
MORENO VALLEY UTILITY	216052	02/19/2013	FEB-13 2/19/13	ELECTRICITY	$48,001.21	
			Remit to:	HEMET, CA	$48,084.44	$556,463.28
MV RANCHO DORADO II LTD. PARTNERSHIP	8445	02/07/2013	W130203a	RANCHO DORADO SOUTH PROJECT PAYMENT #2	$600,000.00	
			Remit to:	PALM DESERT, CA	$600,000.00	$5,173,000.00
MV RANCHO DORADO II LTD. PARTNERSHIP	8446	02/07/2013	W130203b	RANCHO DORADO SOUTH PROJECT PAYMENT #2	$2,173,000.00	
			Remit to:	PALM DESERT, CA	$2,173,000.00	$5,173,000.00
NATIONWIDE RETIREMENT SOLUTIONS CP	8682	02/08/2013	NW457130207	DEFERRED COMP-457 & 401A	$27,253.34	
			Remit to:	COLUMBUS, OH	$27,253.34	$465,346.04
NATIONWIDE RETIREMENT SOLUTIONS CP	8687	02/22/2013	NW457130221	DEFERRED COMP-457 & 401A	$26,214.00	
			Remit to:	COLUMBUS, OH	$26,214.00	$465,346.04
NOBLE AMERICAS ENERGY SOLUTIONS	8622	02/25/2013	130390002804893	ELECTRIC ENERGY PURCHASE FOR MV UTILITY	$272,329.10	
			Remit to:	PASADENA, CA	$272,329.10	$2,288,805.65
PARSONS TRANSPORTATION GROUP, INC.	8637	02/28/2013	1301A851	ENGINEERING SERVICES - SR-60/NASON OVERCROSSING	$42,972.04	
			1301A852	ENGINEERING SERVICES - SR-60/MORENO BCH. PH I	$70,092.05	
			Remit to:	IRVINE, CA	$113,064.09	$864,435.45
PERS HEALTH INSURANCE	8566	02/12/2013	W130201	EMPLOYEE HEALTH INSURANCE	$209,623.24	
			Remit to:	SACRAMENTO, CA	$209,623.24	$1,585,732.95

MV00194882

City of Moreno Valley

Payment Register

For Period 2/1/2013 through 2/28/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
PERS RETIREMENT	8443	02/01/2013	P130118	3235 - PERS RETIREMENT	$233,960.80	
			Remit to:	SACRAMENTO, CA	$233,960.80	$3,990,170.34
PERS RETIREMENT	8606	02/15/2013	P130201	PERS RETIREMENT	$232,479.79	
			Remit to:	SACRAMENTO, CA	$232,479.79	$3,990,170.34
POWELL CONSTRUCTORS, INC.	216151	02/28/2013	03	CONSTRUCTION CONTRACT - SR-60 MB PH I	$414,938.20	
			Remit to:	FONTANA, CA	$414,938.20	$650,608.77
PRICE FAMILY CHARITABLE TRUST	215999	02/11/2013	2ND/3RD QTR 2012	SALES TAX REIMBURSEMENT	$240,131.00	
			Remit to:	LA JOLLA, CA	$240,131.00	$505,937.00
R.I.C. CONSTRUCTION CO., INC.	8525	02/11/2013	45584	ANNEX 1 TENANT IMPROVEMENTS PROJECT SVCS	$269,916.39	
			Remit to:	HESPERIA, CA	$269,916.39	$886,312.57
SHELL ENERGY NORTH AMERICA (US) L.P.	8591	02/19/2013	1164988	ELECTRIC ENERGY PURCHASE FOR MV UTILITY	$474,476.80	
			Remit to:	PHILADELPHIA, PA	$474,476.80	$4,307,172.80
SILVER CREEK INDUSTRIES, INC	215865	02/04/2013	15	RETENTION RELEASE PAYMENT-MORRISON PARK FIRE STATION PROJECT	$320,126.65	
			Remit to:	PERRIS, CA	$320,126.65	$2,469,608.69
SILVER CREEK INDUSTRIES, INC	215964	02/11/2013	15-2	RETENTION RELEASE PAYMENT-MORRISON PARK FIRE STATION PROJECT	$49,278.47	
			Remit to:	PERRIS, CA	$49,278.47	$2,469,608.69
SOCO GROUP, INC	8425	02/04/2013	681730	FUEL FOR CITY VEHICLES & EQUIPMENT	$4,657.10	
			682828	FUEL FOR CITY VEHICLES & EQUIPMENT	$7,302.14	

MV00194883

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
SOCO GROUP, INC	8425	02/04/2013	683830	FUEL FOR CITY VEHICLES & EQUIPMENT	$4,261.19	
			684706	FUEL FOR CITY VEHICLES & EQUIPMENT	$7,478.62	
			685263	FUEL FOR CITY VEHICLES & EQUIPMENT	$7,369.33	
			683421	FUEL FOR CITY VEHICLES & EQUIPMENT	$5,826.02	
			Remit to:	PERRIS, CA	$36,894.40	$252,208.67
SOUTHERN CALIFORNIA EDISON 1	215967	02/11/2013	7500262537	WDAT CHARGES-IRIS AVE. LOCATION	$2,860.84	
			7500262538	WDAT CHARGES-GRAHAM ST. LOCATION	$6,277.09	
			7500262540	WDAT CHARGES-NANDINA AVE. LOCATION	$2,647.31	
			7500262541	WDAT CHARGES-FREDERICK AVE. LOCATION	$1,932.21	
			7500262542	WDAT CHARGES-SUBSTATION 115KV INTERCONNECTION	$10,447.31	
			7500262539	WDAT CHARGES-GLOBE ST. LOCATION	$7,239.33	
			Remit to:	ROSEMEAD, CA	$31,404.09	$2,002,624.83
SOUTHERN CALIFORNIA EDISON 1	215968	02/11/2013	11062012	ENGINEERING DEPOSIT - NASON/CACTUS TO FIR	$120,000.00	
			Remit to:	RIALTO, CA	$120,000.00	$2,002,624.83
SOUTHERN CALIFORNIA EDISON 1	216061	02/19/2013	JAN-13 2/19/13	ELECTRICITY	$108,487.00	
			707-6081 JAN-13	ELECTRICITY	$365.33	
			Remit to:	ROSEMEAD, CA	$108,852.33	$2,002,624.83
SOUTHERN CALIFORNIA EDISON 1	216123	02/25/2013	JAN-13 2/25/13	ELECTRICITY	$62,288.61	
			Remit to:	ROSEMEAD, CA	$62,288.61	$2,002,624.83

MV00194884

City of Moreno Valley

Payment Register

For Period 2/1/2013 through 2/28/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
SULLY- MILLER CONTRACTING CO., INC.	215976	02/11/2013	8-SMC	CONSTRUCTION CONTRACT - CACTUS/NASON	$1,745,404.52	
			Remit to:	BREA, CA	$1,745,404.52	$15,126,166.99
THINK TOGETHER, INC	216125	02/25/2013	111000-12/13-6	ASES PROGRAM MANAGEMENT SERVICES	$444,467.51	
			Remit to:	LOS ANGELES, CA	$444,467.51	$2,708,833.11
U.S. BANK/CALCARDS	8444	02/05/2013	W130202	CALCARD PAYMENT FOR CYCLE END 1/28/13	$142,636.32	
			Remit to:	ST. LOUIS, MO	$142,636.32	$1,412,388.68
WELLS FARGO CORPORATE TRUST	8692	02/20/2013	W130205	DEBT SERVICE-SPECIAL TAXES	$949,718.81	
			Remit to:	LOS ANGELES, CA	$949,718.81	$5,907,666.90
TOTAL AMOUNTS OF $25,000 OR GREATER					**$15,997,184.81**	

MV00194885

City of Moreno Valley
Payment Register
For Period 2/1/2013 through 2/28/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number		Invoice Description	Amount	FYTD
452ND AIR MOBILITY WING	216072	02/19/2013	02112013		AWARDS BANQUET 2013-C DIST 4	$40.00	
				Remit to:	MARCH ARB, CA	$40.00	$105.00
ABILITY COUNTS, INC	215806	02/04/2013	ACI19717		LANDSCAPE MAINT-CFD#1-DEC12	$2,065.00	
				Remit to:	CORONA, CA	$2,065.00	$14,105.00
ACCESS SECURITY CONTROLS INT., INC.	215894	02/11/2013	12-3770		ALARM SVC-ERC	$75.00	
				Remit to:	TEMECULA, CA	$75.00	$575.00
ACTION DOOR REPAIR CORP.	215807	02/04/2013	84936		DOOR REPAIRS-FS#6	$480.00	
				Remit to:	HUNTINGTON PARK, CA	$480.00	$8,425.38
ACTION DOOR REPAIR CORP.	216150	02/25/2013	84992		SAFETY EDGE REPLACED-FIRE STN 91-WO121385	$1,451.31	
				Remit to:	HUNTINGTON PARK, CA	$1,451.31	$8,425.38
ADAMS, MARK L.	8560	02/11/2013	130201		RETIREE MED FEB '13	$318.73	
				Remit to:	REDLANDS, CA	$318.73	$2,231.11
ADLERHORST INTERNATIONAL INC.	215895	02/11/2013	17772		MONTHLY K-9 TRAINING-DUKE-DEC12	$141.67	
			17774		MONTHLY K-9 TRAINING-IVAN-DEC12	$141.67	
			17773		MONTHLY K-9 TRAINING-OZZI-DEC12	$141.67	
				Remit to:	RIVERSIDE, CA	$425.01	$4,670.93
ADLERHORST INTERNATIONAL INC.	216022	02/19/2013	17899		MONTHLY K-9 TRAINING-DUKE-JAN13	$141.67	
			17900		MONTHLY K-9 TRAINING-OZZI-JAN13	$141.67	
			17901		MONTHLY K-9 TRAINING-IVAN-JAN13	$141.67	
				Remit to:	RIVERSIDE, CA	$425.01	$4,670.93

MV00194886

City of Moreno Valley
Payment Register
For Period 2/1/2013 through 2/28/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
ADMINSURE	216023	02/19/2013	6216	WORKERS' COMP CLAIMS ADMIN	$2,600.00	
			6169	WORKERS' COMP CLAIMS ADMIN	$2,600.00	
			Remit to:	DIAMOND BAR, CA	$5,200.00	$23,400.00
ADVANCE REFRIGERATION & ICE SYSTEMS, INC	8404	02/04/2013	3284-35956	ICE MACHINE MAINT-FIRE STN 2	$195.00	
			3284-35947	ICE MACHINE MAINT-FIRE STN 65	$195.00	
			3284-35946	ICE MACHINE MAINT-FIRE STN 6	$195.00	
			3284-35957	ICE MACHINE MAINT-FIRE STN 91	$195.00	
			Remit to:	RIVERSIDE, CA	$780.00	$5,443.52
ADVANCE REFRIGERATION & ICE SYSTEMS, INC	8450	02/11/2013	3284-35966	ICE MACHINE MAINT-PSB	$195.00	
			3284-36029	ICE MACHINE MAINT-CRC	$195.00	
			3284-35955	ICE MACHINE MAINT-SENIOR CNTR	$195.00	
			3284-35967	ICE MACHINE MAINT-FIRE STN 48	$195.00	
			3284-36027	ICE MACHINE MAINT-CITY YARD	$290.00	
			3284-36037	REFRIGERATION REPAIRS-FIRE STN 91	$1,477.44	
			3284-36034	ICE MACHINE MAINT-FIRE STN 58	$195.00	
			3284-36033	ICE MACHINE MAINT-TOWNGATE CNTR	$195.00	
			Remit to:	RIVERSIDE, CA	$2,937.44	$5,443.52
ADVANCE REFRIGERATION & ICE SYSTEMS, INC	215808	02/04/2013	3284-36203	ICE MACHINE REPAIRS-CITY YARD	$578.20	
			Remit to:	RIVERSIDE, CA	$578.20	$5,443.52

MV00194887

City of Moreno Valley
Payment Register
For Period 2/1/2013 through 2/28/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
ADVANCE REFRIGERATION & ICE SYSTEMS, INC	215896	02/11/2013	36028	ICE MACHINE REPAIRS-PSB	$195.00	
			Remit to:	RIVERSIDE, CA	$195.00	$5,443.52
ADVANCED ELECTRIC	215809	02/04/2013	10570	ELECTRICAL WIRING CONCEAL-COUNCIL CHAMBERS	$449.00	
			Remit to:	RIVERSIDE, CA	$449.00	$19,872.75
ADVANCED ELECTRIC	215897	02/11/2013	10673	ELECTRICAL REPAIRS-CITY HALL	$127.00	
			Remit to:	RIVERSIDE, CA	$127.00	$19,872.75
ADVANTAGE BUSINESS EQUIPMENT, INC	215898	02/11/2013	16196	WYCOM ANNUAL MAINTENANCE & SUPPORT-2/6/13>2/16/14	$629.30	
			Remit to:	SAN DIEGO, CA	$629.30	$1,292.61
ADVANTAGE GRAPHICS AND PROMOTIONS	216094	02/25/2013	10249	PRINTING-B&S ADMINISTRATIVE CITATIONS	$1,393.96	
			Remit to:	CAPISTRANO BEACH, CA	$1,393.96	$3,713.70
AEI-CASC ENGINEERING	215810	02/04/2013	0028933	PLAN CHECK SVCS-PWQMP	$2,148.13	
			Remit to:	COLTON, CA	$2,148.13	$21,496.00
AEROTEK	215899	02/11/2013	OP03919253	TEMPORARY STAFFING-ERP-PAYROLL	$903.29	
			OP03935039	TEMPORARY STAFFING-ERP-PAYROLL	$984.81	
			Remit to:	CHICAGO, IL	$1,888.10	$14,856.62
ALBERT A. WEBB ASSOCIATES	216095	02/25/2013	124157	LABORATORY TESTING - BSMW WATER QUALITY TESTING & ANALYSIS	$4,495.52	
			Remit to:	RIVERSIDE, CA	$4,495.52	$6,884.52

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Payment Register

For Period 2/1/2013 through 2/28/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number		Invoice Description	Amount	FYTD
ALL AMERICAN ASPHALT, INC.	215857	02/04/2013	158110		RETENTION RELEASE PAYMENT-DRACAEA AVE. SIDEWALK IMPRVMNT PROJECT	$19,366.74	
				Remit to:	CORONA, CA	$19,366.74	$1,602,525.59
ALLIANZ LIFE INSURANCE CO	216024	02/19/2013	130207		NON-EXEMPT ANNUITY	$75.00	
				Remit to:	PITTSBURGH, PA	$75.00	$600.00
ALPHA AUTOMATION	216149	02/25/2013	4505		DATA SERVICE FOR FUEL TANKS	$94.66	
				Remit to:	LOS ANGELES, CA	$94.66	$233.12
AMANDA BANUELOS	216005	02/11/2013	1003465		REFUND-CANCELLED SOFTBALL FIELD USE	$34.00	
				Remit to:	MORENO VALLEY, CA	$34.00	$34.00
AMERICAN FORENSIC NURSES	8451	02/11/2013	62640		BLOOD DRAW SERVICE	$700.00	
			62639		BLOOD DRAW SERVICE	$3,193.84	
				Remit to:	PALM SPRINGS, CA	$3,893.84	$40,392.32
AMERICAN FORENSIC NURSES	8568	02/19/2013	62617		BLOOD DRAW SERVICE	$71.08	
				Remit to:	PALM SPRINGS, CA	$71.08	$40,392.32
AMERICAN FORENSIC NURSES	8607	02/25/2013	62723		BLOOD DRAW SERVICE	$41.08	
			62698		BLOOD DRAW-POLICE	$2,300.48	
			62699		BLOOD DRAW-POLICE	$350.00	
				Remit to:	PALM SPRINGS, CA	$2,691.56	$40,392.32
AMERICAN TOWERS	216093	02/19/2013	1394855		MICROWAVE TOWER SPACE LEASE-TECH SVCS	$2,783.48	
				Remit to:	CHARLOTTE, NC	$2,783.48	$19,270.24

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
ANGELICA E. BAZAN	216084	02/19/2013	B1201663	REFUND-80% PERMIT FEE AND SB1473 TAX	$124.20	
			Remit to:	MORENO VALLEY, CA	$124.20	$124.20
ANGELIQUE WATTS	215876	02/04/2013	R12-055669	ANIMAL SERVICES REFUND	$20.00	
			Remit to:	MORENO VALLEY, CA	$20.00	$20.00
ANIMAL HEALTH AND SANITARY SUPPLY	215811	02/04/2013	26829	MISC SUPPLIES-ANIMAL SVCS	$445.55	
			Remit to:	RIVERSIDE, CA	$445.55	$1,653.83
ANIMAL PEST MANAGEMENT SERVICES, INC.	215812	02/04/2013	105572	PEST CONTROL SVCS-GOLF COURSE	$162.00	
			105552	PEST CONTROL SVCS-CFD#1	$144.00	
			105437	PEST CONTROL SVCS-MARCH FIELD CC	$90.00	
			105436	PEST CONTROL SVCS-MARCH FIELD	$300.00	
			105435	PEST CONTROL SVCS-CONTRACT AREAS	$229.50	
			105434	PEST CONTROL SVCS-CITY PARKS	$600.00	
			Remit to:	CHINO, CA	$1,525.50	$12,404.00
ANIMAL PEST MANAGEMENT SERVICES, INC.	216025	02/19/2013	106571	PEST CONTROL-MARCH FIELD CNTR	$90.00	
			106569	PEST CONTROL-SCE ESMNT/AQDCT/BIKEWAY	$229.50	
			106682	PEST CONTROL-CFD #1	$144.00	
			106570	PEST CONTROL-MARCH BALLFIELDS	$300.00	
			106568	PEST CONTROL-CITY PARKS	$600.00	
			106702	PEST CONTROL-GOLF COURSE	$162.00	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	CHINO, CA	$1,525.50	$12,404.00
ANSARI, AHMAD	216073	02/19/2013	2/27-3/1/13	PER DIEM-LCC PW OFFICERS INSTITUTE	$177.50	
			Remit to:	CORONA, CA	$177.50	$177.50
ANTHONY VILLAREAL	215875	02/04/2013	R12-056104	REFUND-RABIES, S/N DEPOSITS	$95.00	
			Remit to:	REDLANDS, CA	$95.00	$95.00
ANTONIO GASTELUM	216091	02/19/2013	MV2120518001	REFUND-CITATION DISMISSED-CODE	$57.50	
			Remit to:	MORENO VALLEY, CA	$57.50	$57.50
ARCHIVE MANAGEMENT SERVICE	216096	02/25/2013	0200885	OFF-SITE STORAGE OF CITY RECORDS	$1,668.50	
			Remit to:	KING OF PRUSSIA, PA	$1,668.50	$11,848.59
ARROWHEAD WATER	8452	02/11/2013	03A0029648037	WATER PURIFY RNTL UNIT-FIRE STN 91	$24.77	
			03A0029115227	WATER PURIFY RNTL UNIT-SDA ANNEX	$26.93	
			03A0029115300	WATER PURIFY RNTL UNIT-FACILITIES ANNEX	$26.93	
			03A0029647997	WATER PURIFY RNTL UNIT-FIRE STN 58	$15.62	
			03A0029647971	WATER PURIFY RNTL UNIT-FIRE STN 2	$24.77	
			03A0029647948	WATER PURIFY RNTL UNIT-FIRE STN 48	$24.77	
			03A0029648052	WATER PURIFY RNTL UNIT-FIRE STN 65	$26.93	
			03A0029115144	WATER PURIFY RNTL UNIT-LIBRARY	$24.77	
			03A0029115110	WATER PURIFY RNTL UNIT-CITY YARD	$53.85	
			03A0032389744	WATER PURIFY RNTL UNIT-FIRE STN 99	$24.77	
			03A0028990919	WATER PURIFY RNTL UNIT-CITY HALL	$134.63	
			03A0029647914	WATER PURIFY RNTL UNIT-FIRE STN 6	$24.77	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	LOUISVILLE, KY	$433.51	$4,644.05
ARROWHEAD WATER	8569	02/19/2013	03A0029115359	WATER PURIFY RNTL UNIT-CRC	$26.93	
			03A0032414377	WATER PURIFY RNTL UNIT-PSB	$25.32	
			03A0029115243	WATER PURIFY RNTL UNIT-TECH SVCS ANNEX	$26.93	
			03A0029115177	WATER PURIFY RNTL UNIT-ANIMAL SVCS	$59.25	
			03A0030878268	WATER PURIFY RNTL UNIT-EOC	$24.77	
			Remit to:	LOUISVILLE, KY	$163.20	$4,644.05
ARTHUR HUANG DDS INC	216004	02/11/2013	13005083	REFUND DUPLICATE PAYMENT CITATION	$31.00	
			Remit to:	MORENO VALLEY, CA	$31.00	$31.00
ASCE-AMERICAN SOCIETY OF CIVIL ENGINEERS	215813	02/04/2013	2013 MEMBERSHIP	MEMBERSHIP RENEWAL-ERIC C. LEWIS	$280.00	
			Remit to:	BALTIMORE, MD	$280.00	$280.00
ASSESSOR-COUNTY CLERK RECORDER	215814	02/04/2013	OCTOBER 2012	RECORDING FEES-NSP DOCS	$247.00	
			Remit to:	RIVERSIDE, CA	$247.00	$353.37
AT&T/MCI	215901	02/11/2013	4025395	LANDLINE PHONE SVC FOR GTF SATELITE OFFICE	$184.92	
			Remit to:	CAROL STREAM, IL	$184.92	$1,473.32
AUTOMOTIVE RENTALS, INC.	215878	02/04/2013	MVP43928	REFUND-CODE ADMIN CITATION	$54.50	
			Remit to:	MOUNT LAUREL, NJ	$54.50	$54.50
AXIS APPAREL	8405	02/04/2013	12202012	YOUTH/ADULT SPORT UNIFORMS-RECREATION	$7,649.39	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	MORENO VALLEY, CA	$7,649.39	$21,129.93
BACHER, GRACE	215993	02/11/2013	130201	RETIREE MED FEB '13-ADJ FOR JAN OVERPMT	$192.13	
			Remit to:	HEMET, CA	$192.13	$2,104.51
BAKER & TAYLOR	215815	02/04/2013	4010321023	MISC E-BOOK-LIBRARY	$26.99	
			Remit to:	ATLANTA, GA	$26.99	$5,011.95
BAUTISTA, JOSEPH C.	8453	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	FONTANA, CA	$318.73	$2,231.11
BELMUDES, DEBRA	8454	02/11/2013	130201	JAN-FEB '13, PD FEB '13	$637.46	
			Remit to:	MORENO VALLEY, CA	$637.46	$637.46
BEMUS LANDSCAPE, INC.	8406	02/04/2013	238218	LANDSCAPE MAINT-ANIMAL SVCS	$468.00	
			238213	LANDSCAPE MAINT-MVU	$432.00	
			238217	LANDSCAPE MAINT-PSB	$1,077.83	
			238214	LANDSCAPE MAINT-TOWNGATE CNTR	$180.00	
			238215	LANDSCAPE MAINT-TOWNGATE BIKE AQDCT	$735.00	
			238211	LANDSCAPE MAINT-CRC	$1,710.00	
			238216	LANDSCAPE MAINT-MVU SUBSTN	$567.00	
			238210	LANDSCAPE MAINT-FORMER STARS BLDG	$260.00	
			238212	LANDSCAPE MAINT-LIBRARY	$468.00	
			238198	LANDSCAPE MAINT-N AQDCT	$473.00	
			238197	LANDSCAPE MAINT-S AQDCT B	$662.00	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
BEMUS LANDSCAPE, INC.	8406	02/04/2013	238343	LANDSCAPE MAINT-POORMANS RESERVOIR	$6,300.00	
			238209	LANDSCAPE MAINT-CITY YARD	$225.00	
			238199	LANDSCAPE MAINT-PAN AM/AQDCT	$540.00	
			238200	LANDSCAPE MAINT-SENIOR CNTR	$236.00	
			238201	LANDSCAPE MAINT-SCE/OLD LAKE DR	$1,575.00	
			238202	LANDSCAPE MAINT-PATRIOT PARK	$360.00	
			238203	LANDSCAPE MAINT-BAY/JFK AQDCT	$1,710.00	
			238204	LANDSCAPE MAINT-INDIAN/FILAREE/FAY BIKE AQDCT	$360.00	
			238205	LANDSCAPE MAINT-S AQDCT A	$765.50	
			Remit to:	SAN CLEMENTE, CA	$19,104.33	$145,592.80
BEMUS LANDSCAPE, INC.	8608	02/25/2013	239203	LANDSCAPE MAINT-PSB	$1,077.83	
			239183	LANDSCAPE MAINT-S AQDCT B	$662.00	
			239184	LANDSCAPE MAINT-N AQDCT	$473.00	
			239185	LANDSCAPE MAINT-PAN AM/AQDCT	$540.00	
			239186	LANDSCAPE MAINT-SENIOR CNTR	$236.00	
			239187	LANDSCAPE MAINT-SCE/OLD LAKE	$1,575.00	
			239188	LANDSCAPE MAINT-PATRIOT PARK	$360.00	
			239202	LANDSCAPE MAINT-MVU SUBSTN	$567.00	
			239201	LANDSCAPE MAINT-TOWNGATE BIKE AQDCT	$735.00	
			239189	LANDSCAPE MAINT-BAY/JFK AQDCT	$1,710.00	
			239204	LANDSCAPE MAINT-ANIMAL SVCS	$468.00	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
BEMUS LANDSCAPE, INC.	8608	02/25/2013	239200	LANDSCAPE MAINT-TOWNGATE CNTR	$180.00	
			239199	LANDSCAPE MAINT-MVU	$432.00	
			239197	LANDSCAPE MAINT-CRC	$1,710.00	
			239196	LANDSCAPE MAINT-FORMER STARS BLDG	$260.00	
			239195	LANDSCAPE MAINT-CITY YARD	$225.00	
			239191	LANDSCAPE MAINT-S AQDCT A	$765.50	
			239190	LANDSCAPE MAINT-INDIAN/FILAREE/FAY BIKE AQDCT	$360.00	
			Remit to:	SAN CLEMENTE, CA	$12,336.33	$145,592.80
BENESYST	8407	02/04/2013	0113148	FSA ADMIN COSTS	$436.13	
			0113287	COBRA ADMIN FEE	$282.40	
			Remit to:	MINNEAPOLIS, MN	$718.53	$3,600.00
BIO-TOX LABORATORIES	215902	02/11/2013	26246	BLOOD DRAW TOXICOLOGY ANALYSIS	$8,651.60	
			26245	BLOOD DRAW TOXICOLOGY ANALYSIS	$2,704.37	
			Remit to:	RIVERSIDE, CA	$11,355.97	$85,461.36
BITETTO TOW & SERVICE CENTER, INC.	216026	02/19/2013	0010679	TOWING SERVICE FOR PD MOTORCYCLE	$305.95	
			Remit to:	ANAHEIM, CA	$305.95	$305.95
BLAIR, CHERYL	215858	02/04/2013	JAN-2013	INSTRUCTOR SVCS-BELLY DANCING CLASS	$27.00	
			Remit to:	RIVERSIDE, CA	$27.00	$189.00
BONLAJOR DBA DUKE SERVICE COMPANY	215816	02/04/2013	240402	REPAIR SVCS-BUNN COFEE MAKER-FS#91	$209.14	
			Remit to:	ANAHEIM, CA	$209.14	$209.14

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
BOX SPRINGS MUTUAL WATER COMPANY	215903	02/11/2013	01242013	WATER USAGE ACCOUNT 721-1 - ZONE E-1	$84.09	
			Remit to:	MORENO VALLEY, CA	$84.09	$318.68
BOY SCOUTS OF AMERICA	216006	02/11/2013	1006235	REFUND-RENTAL DEPOSIT-CRC	$311.00	
			Remit to:	REDLANDS, CA	$311.00	$311.00
BRAUN BLAISING MCLAUGHLIN	215817	02/04/2013	14503	LEGAL SVCS-MVU	$3,180.75	
			Remit to:	SACRAMENTO, CA	$3,180.75	$52,014.11
BRAUN BLAISING MCLAUGHLIN	215904	02/11/2013	14528	LEGAL SVCS-STREETLIGHT RATE CASE-CASL	$238.00	
			14504	LEGAL SVCS-STREETLIGHT RATE CASE-CASL	$170.00	
			14527	LEGAL SVCS-MVU	$1,296.00	
			Remit to:	SACRAMENTO, CA	$1,704.00	$52,014.11
BREITKREUZ, THOMAS F.	215905	02/11/2013	130201	OCT-DEC '12 PD FEB '13	$956.19	
			Remit to:	REDLANDS, CA	$956.19	$2,868.57
BRIAN MARKER	216134	02/25/2013	3/4-3/8/13	PER DIEM-DUI SEMINAR	$200.00	
			Remit to:	MORENO VALLEY, CA	$200.00	$200.00
BRIDGET SCOTT	216012	02/11/2013	1002593	REFUND-CANCELLED CONTRACT CLASS	$5.00	
			Remit to:	MORENO VALLEY, CA	$5.00	$5.00
BRODART CO.	8408	02/04/2013	B2688343	MISC BOOKS-LIBRARY	$266.99	
			B2659006-A	MISC BOOKS-LIBRARY	$77.63	
			B2679625	MISC BOOKS-LIBRARY	$221.49	
			B2690102	MISC BOOKS-LIBRARY	$112.86	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
BRODART CO.	8408	02/04/2013	B2685195	MISC BOOKS-LIBRARY	$22.02	
			B2683930	MISC BOOKS-LIBRARY	$38.45	
			B2691443	MISC BOOKS-LIBRARY	$8.96	
			B2682511	MISC BOOKS-LIBRARY	$68.14	
			B2678467	MISC BOOKS-LIBRARY	$78.74	
			B2675690	MISC BOOKS-LIBRARY	$19.02	
			B2675679	MISC BOOKS-LIBRARY	$19.02	
			B2681290	MISC BOOKS-LIBRARY	$22.00	
			B2674046	MISC BOOKS-LIBRARY	$129.39	
			Remit to:	WILLIAMSPORT, PA	$1,084.71	$15,689.14
BRODART CO.	8570	02/19/2013	B2708159	MISC BOOKS-LIBRARY	$24.21	
			B2697960	MISC BOOKS-LIBRARY	$186.71	
			B2697959	MISC BOOKS-LIBRARY	$1,911.41	
			B2691896	MISC BOOKS-LIBRARY	$118.09	
			B2693935	MISC BOOKS-LIBRARY	$130.46	
			B2701233	MISC BOOKS-LIBRARY	$87.26	
			B2698527	MISC BOOKS-LIBRARY	$119.33	
			B2709613	MISC BOOKS-LIBRARY	$56.79	
			B2697961	MISC BOOKS-LIBRARY	$411.35	
			B2695777	MISC BOOKS-LIBRARY	$138.23	
			B2700338	MISC BOOKS-LIBRARY	$96.07	
			B2704085	MISC BOOKS-LIBRARY	$70.15	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
BRODART CO.	8570	02/19/2013	B2701232	MISC BOOKS-LIBRARY	$111.80	
			B2702719	MISC BOOKS-LIBRARY	$97.15	
			B2701234	MISC BOOKS-LIBRARY	$36.81	
			Remit to:	WILLIAMSPORT, PA	$3,595.82	$15,689.14
BUCKINGHAM, STAN	215906	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	TEMECULA, CA	$318.73	$2,231.11
BY HIS DESIGN, INC	215907	02/11/2013	5389	ATHLETIC APPAREL AWARDS	$364.56	
			Remit to:	SAN JACINTO, CA	$364.56	$958.92
CAIN, GREGORY	8455	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	TAMPA, FL	$318.73	$2,231.11
CALIFORNIA DELTA MECHANICAL, INC.	216085	02/19/2013	B1202006	REFUND-80% PERMIT FEE	$48.00	
			Remit to:	SPRING VALLEY, CA	$48.00	$48.00
CALIFORNIA FACILITY SPECIALTIES	216097	02/25/2013	692	REPLACED HEIGHT ADJUSTER-CRC BASKETBALL COURT	$1,850.00	
			Remit to:	SAN DIMAS, CA	$1,850.00	$2,625.00
CALIFORNIA UTILITIES EMERGENCY ASSOCIATION	215908	02/11/2013	1213096	MEMBERSHIP DUES-2012/13 (PRORATED)	$250.00	
			Remit to:	RANCHO CORDOVA, CA	$250.00	$250.00
CALPERS	215994	02/11/2013	FY12/13 CERBT	UNFUNDED RETIREE MED TRUST ACCT-SUCCESSOR AGENCY	$13,855.14	
			Remit to:	SACRAMENTO, CA	$13,855.14	$593,418.04

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
CALPERS	215995	02/11/2013	FY12/13 PERS	UNFUNDED PERS RETIREMENT LIABILITY-SUCCESSOR AGENCY' EMPLOYEES	$4,461.90	
			Remit to:	SACRAMENTO, CA	$4,461.90	$593,418.04
CANNON PIANOS	215818	02/04/2013	2002	PIANO TUNED-CRC	$100.00	
			Remit to:	SAN BERNARDINO, CA	$100.00	$100.00
CANNON, ANA M.	8456	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	HASLET, TX	$318.73	$2,231.11
CANON BUSINESS SOLUTIONS, INC.	8457	02/11/2013	112150325	COPIER SVC-OCT 2012 TO DEC 2012	$24,412.09	
			Remit to:	BURLINGTON, NJ	$24,412.09	$77,893.46
CANON BUSINESS SOLUTIONS, INC.	8571	02/19/2013	112150326	COPIER SVC-OCT 2012 TO DEC 2012-POLICE	$2,205.57	
			Remit to:	BURLINGTON, NJ	$2,205.57	$77,893.46
CASTANEDA & ASSOCIATES	215819	02/04/2013	INV 1	PROF SVCS-FAIR HOUSING ACTION PLAN	$10,068.32	
			Remit to:	RIVERSIDE, CA	$10,068.32	$10,068.32
CEMEX	215820	02/04/2013	9425321986	PORTLAND CEMENT-MAIN/OPS	$421.58	
			Remit to:	PASADENA, CA	$421.58	$14,406.77
CEMEX	216027	02/19/2013	9425364295	PORTLAND CEMENT-MAIN/OPS	$545.18	
			Remit to:	ONTARIO, CA	$545.18	$14,406.77
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	215821	02/04/2013	03-0322429	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$45.00	
			04-0309508	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$32.50	
			03-0321995	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$90.00	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	215821	02/04/2013	03-0321994	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$25.00	
			04-0309719	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$18.00	
			04-0309618	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$25.00	
			04-0309617	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$45.00	
			04-0309510	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$45.00	
			04-0309507	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$45.00	
			04-0309473	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$25.00	
			04-0309472	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$45.00	
			Remit to:	RIVERSIDE, CA	$440.50	$7,365.50
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	216028	02/19/2013	04-0310240	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$25.00	
			03-0323373	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$18.00	
			04-0310242	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$45.00	
			04-0310244	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$25.00	
			04-0310245	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$18.00	
			04-0310246	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$45.00	
			04-0310492	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$18.00	
			04-0310493	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$25.00	
			04-0310494	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$45.00	
			04-0310241	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$18.00	
			03-0323375	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$25.00	
			03-0323378	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$45.00	

MV00194900

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	216028	02/19/2013	04-0310237	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$18.00	
			04-0310236	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$45.00	
			04-0310235	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$25.00	
			Remit to:	RIVERSIDE, CA	$440.00	$7,365.50
CHANDLER ASSET MANAGEMENT, INC	216029	02/19/2013	12353	INVESTMENT MANAGEMENT SVCS-JAN13	$7,736.00	
			Remit to:	SAN DIEGO, CA	$7,736.00	$57,465.00
CHAPMAN, STEVE	215909	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	REDLANDS, CA	$318.73	$2,231.11
CHAPPELL, ISAAC	8458	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$2,231.11
CHRISTINA LARA	215939	02/11/2013	130124	SPOUSAL SUPPORT & ARREARS	$669.23	
			Remit to:	ENCINITAS, CA	$669.23	$10,707.68
CHRISTINA LARA	216049	02/19/2013	130207	SPOUSAL SUPPORT & ARREARS	$669.23	
			Remit to:	ENCINITAS, CA	$669.23	$10,707.68
CINTAS CORPORATION	8409	02/04/2013	150765037	UNIFORM RNTL SVC-ST SIGNS/STRIPING	$17.05	
			150769555	UNIFORM RNTL SVC-CFD #1	$14.25	
			150769551	UNIFORM RNTL SVC-ST SIGNS/STRIPING	$17.05	
			150769561	UNIFORM RNTL SVC-GOLF COURSE	$2.93	
			150769548	UNIFORM RNTL SVC-PARK MAINT	$52.72	
			150765047	UNIFORM RNTL SVC-GOLF COURSE	$2.93	

MV00194901

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
CINTAS CORPORATION	8409	02/04/2013	150765041	UNIFORM RNTL SVC-CFD #1	$14.25	
			150765034	UNIFORM RNTL SVC-PARK MAINT	$52.72	
			150765036	UNIFORM RNTL SVC-TRAFFIC SIGNAL	$13.50	
			150760555	UNIFORM RNTL SVC-ST SIGNS/STRIPING	$17.05	
			150760554	UNIFORM RNTL SVC-TRAFFIC SIGNAL	$13.50	
			150756035	UNIFORM RNTL SVC-ST SIGNS/STRIPING	$17.05	
			150769550	UNIFORM RNTL SVC-TRAFFIC SIGNAL	$13.50	
			150756034	UNIFORM RNTL SVC-TRAFFIC SIGNAL	$13.50	
			Remit to:	ONTARIO, CA	$262.00	$11,337.59
CINTAS CORPORATION	8459	02/11/2013	150774040	UNIFORM RNTL SVC-TRAFFIC SIGNAL	$13.50	
			150778587	UNIFORM RNTL SVC-CFD #1	$14.25	
			150778580	UNIFORM RNTL SVC-PARK MAINT	$52.72	
			150774039	UNIFORM RNTL SVC-PURCHASING	$4.13	
			150774051	UNIFORM RNTL SVC-GOLF COURSE	$2.93	
			150774045	UNIFORM RNTL SVC-CFD #1	$14.25	
			150765035	UNIFORM RNTL SVC-PURCHASING	$4.13	
			150774041	UNIFORM RNTL SVC-ST SIGNS/STRIPING	$17.05	
			150778593	UNIFORM RNTL SVC-GOLF COURSE	$2.93	
			150778581	UNIFORM RNTL SVC-PURCHASING	$4.13	
			150774038	UNIFORM RNTL SVC-PARK MAINT	$52.72	
			150769549	UNIFORM RNTL SVC-PURCHASING	$4.13	
			Remit to:	ONTARIO, CA	$186.87	$11,337.59

MV00194902

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
CINTAS CORPORATION	8572	02/19/2013	150774049	UNIFORM RNTL SVC-CONCRETE MAINT	$16.23	
			150769556	UNIFORM RNTL SVC-ST SWEEPING	$9.33	
			150769557	UNIFORM RNTL SVC-DRAIN MAINT	$5.69	
			150769558	UNIFORM RNTL SVC-ST MAINT	$110.10	
			150769559	UNIFORM RNTL SVC-CONCRETE MAINT	$16.23	
			150769553	UNIFORM RNTL SVC-VEHICLE MAINT	$41.63	
			150769552	UNIFORM RNTL SVC-GRAFFITI RMVL	$15.81	
			150774042	UNIFORM RNTL SVC-GRAFFITI RMVL	$15.81	
			150774043	UNIFORM RNTL SVC-VEHICLE MAINT	$41.63	
			150774044	UNIFORM RNTL SVC-ST TREE MAINT	$15.81	
			150774046	UNIFORM RNTL SVC-ST SWEEPING	$9.33	
			150774047	UNIFORM RNTL SVC-DRAIN MAINT	$5.69	
			150769554	UNIFORM RNTL SVC-ST TREE MAINT	$15.81	
			150774048	UNIFORM RNTL SVC-ST MAINT	$110.10	
			150783096	UNIFORM RNTL SVC-TRAFFIC SIGNAL	$13.50	
			150778582	UNIFORM RNTL SVC-TRAFFIC SIGNAL	$13.50	
			150778583	UNIFORM RNTL SVC-ST SIGNS/STRIPING	$17.05	
			150783094	UNIFORM RNTL SVC-PARK MAINT	$52.72	
			150783101	UNIFORM RNTL SVC-CFD #1	$14.25	
			150783107	UNIFORM RNTL SVC-GOLF COURSE	$2.93	
			150783097	UNIFORM RNTL SVC-ST SIGNS/STRIPING	$17.05	
			Remit to:	ONTARIO, CA	$560.20	$11,337.59

MV00194903

City of Moreno Valley

Payment Register

For Period 2/1/2013 through 2/28/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
CINTAS CORPORATION	8609	02/25/2013	150778589	UNIFORM RNTL SVC-DRAIN MAINT	$5.69	
			150778591	UNIFORM RNTL SVC-CONCRETE MAINT	$16.23	
			150765044	UNIFORM RNTL SVC-ST MAINT	$110.10	
			150778590	UNIFORM RNTL SVC-ST MAINT	$132.60	
			150765043	UNIFORM RNTL SVC-DRAIN MAINT	$5.69	
			150765038	UNIFORM RNTL SVC-GRAFFITI RMVL	$15.81	
			150765039	UNIFORM RNTL SVC-VEHICLE MAINT	$41.63	
			150778588	UNIFORM RNTL SVC-ST SWEEPING	$9.33	
			150783098	UNIFORM RNTL SVC-GRAFFITI RMVL	$15.81	
			150783099	UNIFORM RNTL SVC-VEHICLE MAINT	$41.63	
			150783100	UNIFORM RNTL SVC-ST TREE MAINT	$15.81	
			150783095	UNIFORM RNTL SVC-PURCHASING	$4.13	
			150783102	UNIFORM RNTL SVC-ST SWEEPING	$9.33	
			150765040	UNIFORM RNTL SVC-ST TREE MAINT	$15.81	
			150787677	UNIFORM RNTL SVC-FACILITIES	$18.13	
			150787670	UNIFORM RNTL SVC-VEHICLE MAINT	$41.63	
			150787671	UNIFORM RNTL SVC-ST TREE MAINT	$15.81	
			150787673	UNIFORM RNTL SVC-ST SWEEPING	$9.33	
			150787674	UNIFORM RNTL SVC-DRAIN MAINT	$5.69	
			150787675	UNIFORM RNTL SVC-ST MAINT	$116.52	
			150787676	UNIFORM RNTL SVC-CONCRETE MAINT	$16.23	
			150778585	UNIFORM RNTL SVC-VEHICLE MAINT	$41.63	

MV00194904

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
CINTAS CORPORATION	8609	02/25/2013	150783104	UNIFORM RNTL SVC-ST MAINT	$110.10	
			150765045	UNIFORM RNTL SVC-CONCRETE MAINT	$16.23	
			150783103	UNIFORM RNTL SVC-DRAIN MAINT	$5.69	
			150783106	UNIFORM RNTL SVC-FACILITIES	$18.13	
			150778592	UNIFORM RNTL SVC-FACILITIES	$18.13	
			150756044	UNIFORM RNTL SVC-FACILITIES	$18.13	
			150778586	UNIFORM RNTL SVC-ST TREE MAINT	$15.81	
			150751562	UNIFORM RNTL SVC-FACILITIES	$18.13	
			150787666	UNIFORM RNTL SVC-PURCHASING	$4.13	
			150787669	UNIFORM RNTL SVC-GRAFFITI RMVL	$15.81	
			150783105	UNIFORM RNTL SVC-CONCRETE MAINT	$16.23	
			150778584	UNIFORM RNTL SVC-GRAFFITI RMVL	$15.81	
			150765042	UNIFORM RNTL SVC-ST SWEEPING	$9.33	
			Remit to:	ONTARIO, CA	$986.23	$11,337.59
CMRTA - CA MUNICIPAL REVENUE & TAX ASSOC	215910	02/11/2013	2013 MEMBERSHIP	ANNUAL MEMBERSHIP DUES	$75.00	
			Remit to:	WEST MENLO PARK, CA	$75.00	$75.00
COLONIAL SUPPLEMENTAL INSURANCE	215911	02/11/2013	7133069-0201420	SUPPLEMENTAL INSURANCE	$7,158.04	
			Remit to:	COLUMBIA, SC	$7,158.04	$49,764.29
COMMUNITY ASSISTANCE PROGRAM - CAP	8573	02/19/2013	NOV-2012	CAP FOOD PROGRAM-CDBG	$3,411.57	
			DEC-2012	CAP FOOD PROGRAM-CDBG	$2,496.86	

MV00194905

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
COMMUNITY ASSISTANCE PROGRAM - CAP	8573	02/19/2013	OCT-2012	CAP FOOD PROGRAM-CDBG	$2,430.01	
			SEP-2012	CAP FOOD PROGRAM-CDBG	$2,270.12	
			Remit to:	MORENO VALLEY, CA	$10,608.56	$19,482.79
COMMUNITY HEALTH CHARITIES	215912	02/11/2013	130124	CHC CONTRIBUTIONS	$104.00	
			01302013	DONATION-2012 EMPLOYEE GIVING CAMPAIGN	$1,700.00	
			Remit to:	ANAHEIM, CA	$1,804.00	$3,828.00
COMMUNITY HEALTH CHARITIES	216030	02/19/2013	130207	CHC CONTRIBUTIONS	$94.00	
			Remit to:	ANAHEIM, CA	$94.00	$3,828.00
COSTCO	215822	02/04/2013	19320	VIZIO TELEVISION FOR FS#91	$986.81	
			19281	SNACK SUPPLIES FOR SKATE PARK	$220.97	
			19276	SNACKS SUPPLIES FOR "A CHILDS PLACE"	$469.60	
			Remit to:	MORENO VALLEY, CA	$1,677.38	$10,311.78
COSTCO	215913	02/11/2013	19296	MISC SUPPLIES-A CHILDS PLACE	$1,056.36	
			Remit to:	MORENO VALLEY, CA	$1,056.36	$10,311.78
COSTCO	216098	02/25/2013	19348	MISC SUPPLIES-SKATE PARK	$287.20	
			Remit to:	MORENO VALLEY, CA	$287.20	$10,311.78
COUNSELING TEAM, THE	215823	02/04/2013	20600	EMPLOYEE SUPPORT SERVICES	$1,250.00	
			20680	EMPLOYEE SUPPORT SVCS-HR	$1,250.00	
			20526	MANDATORY HARASSMENT PREVENTION TRAINING	$600.00	

MV00194906

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	SAN BERNARDINO, CA	$3,100.00	$13,100.00
COUNSELING TEAM, THE	216099	02/25/2013	20784	EMPLOYEE ASSISTANCE PRGRM-HR	$1,250.00	
			Remit to:	SAN BERNARDINO, CA	$1,250.00	$13,100.00
COUNTRY SQUIRE ESTATES	215914	02/11/2013	DEC 2012	REFUND-UUT FOR EXEMPT RESIDENTS	$63.82	
			JAN 2013	REFUND-UUT FOR EXEMPT RESIDENTS	$57.51	
			Remit to:	ONTARIO, CA	$121.33	$687.74
COUNTY OF RIVERSIDE - RMAP	215824	02/04/2013	01242013	NOE FILING FEE - DELPHINIUM SIDEWALK IMPROVEMENTS	$50.00	
			Remit to:	RIVERSIDE, CA	$50.00	$463,894.18
COUNTY OF RIVERSIDE - RMAP	215825	02/04/2013	01-23-13	HEALTH PERMIT & ONSITE EVALUATION-COMM. PARK SNACK BAR	$353.00	
			Remit to:	RIVERSIDE, CA	$353.00	$463,894.18
COUNTY OF RIVERSIDE - RMAP	215915	02/11/2013	9990085000-1212	RADIO COMM. SERVICES FOR PD MOTORCYCLES	$983.50	
			Remit to:	RIVERSIDE, CA	$983.50	$463,894.18
COUNTY OF RIVERSIDE - RMAP	215917	02/11/2013	9990023000-1210a	INFRASTRUCTURE ENGINEERING SERVICES	$63.22	
			Remit to:	RIVERSIDE, CA	$63.22	$463,894.18
COUNTY OF RIVERSIDE - RMAP	215996	02/11/2013	SH0000020626	LAW ENFORCEMENT-EXTRA DUTY/5K RACE & WALK 11/3/12	$329.95	
			Remit to:	MORENO VALLEY, CA	$329.95	$463,894.18
COUNTY OF RIVERSIDE - RMAP	216100	02/25/2013	APR. 15-19, 2013	REGISTR. FEES FOR 6 OFFICERS-VEHICLE DYNAMICS (CRUSH) COURSE	$1,368.00	
			Remit to:	RIVERSIDE, CA	$1,368.00	$463,894.18

MV00194907

City of Moreno Valley

Payment Register

For Period 2/1/2013 through 2/28/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
COUNTY OF RIVERSIDE 1	216074	02/19/2013	PU0000002698	JANITORIAL ITEMS FOR STATION EXPLORERS	$784.11	
			Remit to:	MORENO VALLEY, CA	$784.11	$5,999.34
CROSS WORD CHURCH	215867	02/04/2013	999764	REFUND-RENTAL DEPOSIT-CRC	$277.00	
			Remit to:	RIVERSIDE, CA	$277.00	$277.00
D & D SERVICES DBA D & D DISPOSAL, INC.	216101	02/25/2013	13142	ANIMAL REMOVAL-ANIMAL SVCS	$745.00	
			Remit to:	VALENCIA, CA	$745.00	$5,215.00
DALE, KATHLEEN	8461	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$2,231.11
DALLAS, MELY C.	8462	02/11/2013	130201	NOV-DEC '12 PD FEB '13	$176.00	
			Remit to:	SUN CITY, CA	$176.00	$440.00
DANIELLE CHEEMA	215879	02/04/2013	MV3120516020	REFUND-CODE ADMIN CITATION	$115.00	
			Remit to:	MORENO VALLEY, CA	$115.00	$115.00
DATA TICKET, INC.	8410	02/04/2013	44184	ADMIN CITATION PROCESSING-NOV12-B&S	$373.50	
			44184TPC	ADMIN CITATION PROCESSING-3RD PARTY COLLECTN-NOV12-B&S	$640.39	
			Remit to:	NEWPORT BEACH, CA	$1,013.89	$114,418.53
DATA TICKET, INC.	8463	02/11/2013	44671	CITATION PROCESSING SVCS-DEC12	$2,081.83	
			44185	CITATION PROCESSING SVCS-NOV12	$2,204.84	
			43730	CITATION PROCESSING SVCS-OCT12	$2,278.64	
			Remit to:	NEWPORT BEACH, CA	$6,565.31	$114,418.53

MV00194908

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
DATA TICKET, INC.	8610	02/25/2013	44669TPC	ADMIN CITATION PROCESSING-ANIMAL SVCS-DEC12	$138.77	
			Remit to:	NEWPORT BEACH, CA	$138.77	$114,418.53
DATA TICKET, INC.	8611	02/25/2013	44669	ADMIN CITATION PROCESSING-ANIMAL SVCS-DEC12	$760.98	
			Remit to:	NEWPORT BEACH, CA	$760.98	$114,418.53
DATAQUICK CORPORATE HEADQUARTERS	215918	02/11/2013	B1-2109642	ON-LINE SOFTWARE SUBSCRIPTION-POP UNIT-DEC12	$130.50	
			Remit to:	LOS ANGELES, CA	$130.50	$1,044.00
DATAQUICK CORPORATE HEADQUARTERS	216102	02/25/2013	B1-2119162	ON-LINE SOFTWARE SUBSCRIPTION-POP UNIT-JAN13	$130.50	
			Remit to:	LOS ANGELES, CA	$130.50	$1,044.00
DAVID RETTICH	216143	02/25/2013	302	DEPOSIT-BAND PERFORMANCE-7/4/13 CELEBRATION	$1,000.00	
			Remit to:	LOS ANGELES, CA	$1,000.00	$1,000.00
DEARREADER.COM	216031	02/19/2013	315388	RENEWAL-ANNUAL SUBSCRIPTION TO ONLINE BOOK CLUBS	$600.00	
			Remit to:	SARASOTA, FL	$600.00	$600.00
DEBINAIRE COMPANY	216103	02/25/2013	138869	REBUILT BOILER CIRCULATING PUMPS-PSB	$1,300.00	
			Remit to:	CORONA, CA	$1,300.00	$2,474.98
DEBORAH HARING	215884	02/04/2013	MV3121102045	REFUND-CODE ADMIN CITATION	$47.50	
			Remit to:	RIVERSIDE, CA	$47.50	$47.50
DELTA DENTAL OF CALIFORNIA	8464	02/11/2013	BE000483882	EMPLOYEE DENTAL INSURANCE	$10,967.61	

MV00194909

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	SAN FRANCISCO, CA	$10,967.61	$82,215.07
DELTACARE USA	216032	02/19/2013	5170774	EMPLOYEE DENTAL INSURANCE	$5,494.43	
			Remit to:	LOS ANGELES, CA	$5,494.43	$45,633.80
DENNIS GRUBB & ASSOCIATES, LLC	8465	02/11/2013	1174	PLAN CHECK REVIEW SVCS-FIRE PREVENTION	$7,075.00	
			Remit to:	MIRA LOMA, CA	$7,075.00	$82,875.00
DENNIS GRUBB & ASSOCIATES, LLC	8612	02/25/2013	1177	PLAN REVIEW SVCS-FIRE PREVENTION	$7,535.00	
			Remit to:	MIRA LOMA, CA	$7,535.00	$82,875.00
DEPARTMENT OF ENVIRONMENTAL HEALTH	216075	02/19/2013	7/4/13 PERMIT	TEMPORARY FOOD PERMIT-4TH OF JULY FOOD VENDORS	$333.00	
			Remit to:	RIVERSIDE, CA	$333.00	$25,033.21
DHA CONSULTING	216033	02/19/2013	12-1106	DUE DILIGENCE REVIEW-E AB 26	$240.00	
			Remit to:	LONG BEACH, CA	$240.00	$240.00
DIGITAL TELECOMMUNICATIONS CORP.	8574	02/19/2013	14045	RADIO-TELE COMMUNICATION ITEMS	$18,096.00	
			Remit to:	VAN NUYS, CA	$18,096.00	$18,096.00
DLS LANDSCAPE, INC	8411	02/04/2013	13751	LANDSCAPE MAINT-ZONE A-JAN13	$10,230.00	
			13750	LANDSCAPE MAINT-CFD#1-JAN13	$2,160.00	
			Remit to:	REDLANDS, CA	$12,390.00	$99,120.00
DLS LANDSCAPE, INC	8575	02/19/2013	13808	LANDSCAPE MAINT-ZONE A	$10,230.00	
			13807	LANDSCAPE MAINT-CFD #1	$2,160.00	
			Remit to:	REDLANDS, CA	$12,390.00	$99,120.00

MV00194910

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
DMC DESIGN GROUP, INC	8576	02/19/2013	2013-002	CONSULTING SERVICES, CONTRACT ADMIN - NASON/CACTUS	$5,795.00	
			Remit to:	CORONA, CA	$5,795.00	$71,143.34
DMC DESIGN GROUP, INC	8613	02/25/2013	2013-015	CONSULTING SERVICES, CONTRACT ADMIN. - CACTUS/NASON	$7,472.50	
			Remit to:	CORONA, CA	$7,472.50	$71,143.34
DORY, ALLEEN F.	215919	02/11/2013	130201	RETIREE MED FEB '13-ADJ FOR JAN OVERPMT	$66.65	
			Remit to:	HEMET, CA	$66.65	$1,422.59
DURAN, BLANCA	215859	02/04/2013	JAN-2013	INSTRUCTOR SVCS-FOLKLORIC DANCE CLASS	$42.00	
			Remit to:	MORENO VALLEY, CA	$42.00	$1,134.00
DUVAL, ROBERTA	216135	02/25/2013	3/1-3/3/13	PER DIEM & MILEAGE-2013 STATE CERT CONFERENCE	$249.03	
			Remit to:	SUN CITY, CA	$249.03	$1,903.13
E2I NET DESIGN, LLC	8467	02/11/2013	MV13001	SOFTWARE DESIGN & MODIFICATIONS-MVPD DATA COMMAND POST	$3,500.00	
			Remit to:	MENIFEE, CA	$3,500.00	$11,845.00
EASTERN MUNICIPAL WATER DISTRICT	215826	02/04/2013	JAN-13 2/4/13	WATER CHARGES	$16,349.04	
			Remit to:	PERRIS, CA	$16,349.04	$1,070,558.39
EASTERN MUNICIPAL WATER DISTRICT	216035	02/19/2013	2013-0012	REFUND-PERMIT FEES-NASN/DRACEA BOOSTER STN	$2,087.00	
			Remit to:	PERRIS, CA	$2,087.00	$1,070,558.39
EASTERN MUNICIPAL WATER DISTRICT	216036	02/19/2013	16050	WATER SERVICE CONNECTION	$127.00	

MV00194911

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
EASTERN MUNICIPAL WATER DISTRICT	216036	02/19/2013	15852	WATER SERVICE CONNECTION	$3,067.57	
			Remit to:	PERRIS, CA	$3,194.57	$1,070,558.39
EASTERN MUNICIPAL WATER DISTRICT	216104	02/25/2013	JAN-13 2/25/13	WATER CHARGES	$11,239.74	
			Remit to:	PERRIS, CA	$11,239.74	$1,070,558.39
EDGELANE MOBILE PARK	8468	02/11/2013	JAN 2013	REFUND-UUT FOR EXEMPT RESIDENTS	$10.93	
			Remit to:	LOS ANGELES, CA	$10.93	$127.98
EGGERSTEN, ANNE	215920	02/11/2013	130201	RETIREE MED FEB '13-ADJ FOR JAN OVERPMT	$190.43	
			Remit to:	RANCHO MIRAGE, CA	$190.43	$2,113.01
EMPIRE OFFICE MACHINES	216076	02/19/2013	89724	CLEAN/REPAIR TYPEWRITER-COUNCIL	$75.29	
			Remit to:	SAN BERNARDINO, CA	$75.29	$75.29
ENCO UTILITY SERVICES MORENO VALLEY LLC	8412	02/04/2013	40-263B-04	WORK AUTHORIZATION # 40-263B	$588.10	
			Remit to:	ANAHEIM, CA	$588.10	$1,583,716.66
ENCO UTILITY SERVICES MORENO VALLEY LLC	8469	02/11/2013	40-254B-08	ELECTRIC UTILITY FEES- CACTUS/NASON	$174.00	
			40-256B-08	ELECTRIC UTILITY FEES - CACTUS/NASON	$1,207.52	
			Remit to:	ANAHEIM, CA	$1,381.52	$1,583,716.66
ENCO UTILITY SERVICES MORENO VALLEY LLC	8614	02/25/2013	0402-MF-01413A	SOLAR METER INSTALLATIONS-22585 ALESSANDRO BVLD	$557.00	
			0402-MF-01396A	SOLAR METER INSTALLATIONS-13551 SOMERGATE DR	$474.00	
			40-279-03	WORK AUTHORIZATION # 40-279	$3,595.31	

MV00194912

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
ENCO UTILITY SERVICES MORENO VALLEY LLC	8614	02/25/2013	0402-MF-01422A	SOLAR METER INSTALLATIONS-26973 STORRIE DR	$633.00	
			0402-MF-01394A	SOLAR METER INSTALLATIONS-28440 KEATON DR	$474.00	
			0405-MTS1-SP094	ELECTRIC METER CHARGES	$4,349.00	
			0406-TEMP MF-085	ELECTRIC METER CHARGES-DIAMOND POWER	$605.00	
			0402-MF-01421A	SOLAR METER INSTALLATIONS-29800 EUCALYPTUS AVE	$557.00	
			0402-MF-01393A	SOLAR METER INSTALLATIONS-13442 PRANCER LN	$474.00	
			0402-MF-01395A	SOLAR METER INSTALLATIONS-28340 KEATON DR	$474.00	
			0402-MF-01378A	SOLAR METER INSTALLATIONS-26841 CLAYSTONE	$580.00	
			40-272-06	WORK AUTHORIZATION # 40-272	$1,055.07	
			0402-MF-01436A	SOLAR METER INSTALLATIONS-27409 DELPHINIUM AVE	$633.00	
			0402-MF-01434A	SOLAR METER INSTALLATIONS-26753 BUCKEYE TERRACE	$633.00	
			0402-MF-01423A	SOLAR METER INSTALLATIONS-15328 LA CASA DR	$633.00	
			0402-MF-01435A	SOLAR METER INSTALLATIONS-13611 SOMERGATE DR	$633.00	
			Remit to:	ANAHEIM, CA	$16,359.38	$1,583,716.66
ERICA CRUZ	215881	02/04/2013	999356	REFUND-CANCELLED CONTRACT CLASS	$42.00	
			Remit to:	MORENO VALLEY, CA	$42.00	$42.00

MV00194913

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
ESGIL CORPORATION	215828	02/04/2013	12123231	B&S PLAN CHECK SVCS-DEC12	$888.80	
			Remit to:	SAN DIEGO, CA	$888.80	$2,445.05
EVANS ENGRAVING & AWARDS	8413	02/04/2013	121013-3	NAME BADGES-RECREATIONAL TRAILS BOARD	$103.68	
			Remit to:	MORENO VALLEY, CA	$103.68	$1,438.92
EVANS ENGRAVING & AWARDS	8470	02/11/2013	121812-12	EMPLOYEE PLAQUE-CEDD	$30.17	
			Remit to:	MORENO VALLEY, CA	$30.17	$1,438.92
EVELYN LOUISE ACOSTA	215877	02/04/2013	MV97477	REFUND-CODE ADMIN CITATION	$6.00	
			Remit to:	SAN BERNARDINO, CA	$6.00	$6.00
EXCEL LANDSCAPE, INC	215829	02/04/2013	75356	LANDSCAPE MAINT-ZONE E-7	$2,777.17	
			Remit to:	CORONA, CA	$2,777.17	$76,637.67
EXCEL LANDSCAPE, INC	215921	02/11/2013	75363	LANDSCAPE MAINT-WQCB	$7,325.78	
			Remit to:	CORONA, CA	$7,325.78	$76,637.67
EXCEL LANDSCAPE, INC	216037	02/19/2013	75499	LANDSCAPE MAINT-ZONE E-7	$2,777.17	
			75506	LANDSCAPE MAINT-WQB	$7,325.78	
			Remit to:	CORONA, CA	$10,102.95	$76,637.67
FAIR HOUSING COUNCIL OF RIV CO, INC.	8471	02/11/2013	5 NOV 2012 (LT)	LANDLORD-TENANT MEDIATION PROGRAM-CDBG	$1,426.26	
			Remit to:	RIVERSIDE, CA	$1,426.26	$36,488.74
FAIRFIELD, CAROL	215922	02/11/2013	130201	JAN-FEB '13 PD FEB '13	$637.46	
			Remit to:	RIVERSIDE, CA	$637.46	$637.46

MV00194914

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
FAMILY SERVICE ASSOCIATION	216038	02/19/2013	03-16-13	REGIS-13TH ANNUAL CHILD DEVT. CONF-10 ATTENDEES	$585.00	
			Remit to:	MORENO VALLEY, CA	$585.00	$585.00
FEENSTRA, JOHN	8472	02/11/2013	130201	RETIREE MED FEB '13	$361.25	
			Remit to:	REDLANDS, CA	$361.25	$2,528.75
FEHR & PEERS	215891	02/04/2013	85035	PROFESSIONAL CONSULTANT SVCS-DEC12	$1,244.37	
			Remit to:	RIVERSIDE, CA	$1,244.37	$1,244.37
FIDEL CASTANEDA	216007	02/11/2013	1001843	REFUND-RENTAL DEPOSIT-CRC	$503.15	
			Remit to:	MENTONE, CA	$503.15	$503.15
FIRST AMERICAN CORE LOGIC, INC.	215830	02/04/2013	80666809	ACCESS TO "REALQUEST" ONLINE-IMAGING	$300.00	
			80686796	ACCESS TO "REALQUEST" ONLINE	$170.00	
			80666811a	ACCESS TO "REALQUEST" ONLINE	$170.00	
			80666811	ACCESS TO "REALQUEST" ONLINE	$170.00	
			80686796a	ACCESS TO "REALQUEST" ONLINE	$170.00	
			80686755	ACCESS TO "REALQUEST" ONLINE-IMAGING	$300.00	
			Remit to:	DALLAS, TX	$1,280.00	$5,120.00
FIRST CHOICE SERVICES	8414	02/04/2013	515449	EMPLOYEE PAID COFFEE SVC-CITY HALL	$124.65	
			517009	EMPLOYEE PAID COFFEE SVC-CITY HALL	$72.35	
			515446	EMPLOYEE PAID COFFEE SVC-CITY HALL	$148.09	
			515450	EMPLOYEE PAID COFFEE SVC-CITY HALL	$61.67	
			515448	EMPLOYEE PAID COFFEE SVC-CITY HALL	$189.52	

MV00194915

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
FIRST CHOICE SERVICES	8414	02/04/2013	517007	EMPLOYEE PAID COFFEE SVC-CITY HALL	$178.93	
			515447	EMPLOYEE PAID COFFEE SVC-CITY HALL	$31.38	
			517005	EMPLOYEE PAID COFFEE SVC-CITY HALL	$115.18	
			517008	EMPLOYEE PAID COFFEE SVC-CITY HALL	$153.66	
			517006	EMPLOYEE PAID COFFEE SVC-CITY HALL	$26.72	
			Remit to:	ONTARIO, CA	$1,102.15	$5,883.21
FIRST CHOICE SERVICES	8473	02/11/2013	518831	EMPLOYEE PAID COFFEE SVC-CITY HALL	$170.66	
			518830	EMPLOYEE PAID COFFEE SVC-CITY HALL	$232.61	
			518829	EMPLOYEE PAID COFFEE SVC-CITY HALL	$57.24	
			518828	EMPLOYEE PAID COFFEE SVC-CITY HALL	$182.97	
			518832	EMPLOYEE PAID COFFEE SVC-CITY HALL	$139.28	
			Remit to:	ONTARIO, CA	$782.76	$5,883.21
FIRST CHOICE SERVICES	8578	02/19/2013	518818	EMPLOYEE PAID COFFEE SVC-CRC	$53.95	
			518820	EMPLOYEE PAID COFFEE SVC-CITY YARD	$73.76	
			Remit to:	ONTARIO, CA	$127.71	$5,883.21
FIRST INDUSTRIAL REALTY TRUST	216145	02/25/2013	SAN MICHELE	REFUND-REMAINING DEPOSIT-T&M FOR FIRE ADMIN, PLN CK & INSPECTNS	$15,830.55	
			Remit to:	EL SEGUNDO, CA	$15,830.55	$15,830.55
FIRST LEGAL NETWORK, LLC	215923	02/11/2013	112440	DELIVERY SVCS OF COURT FILINGS-TEAGUE V. COMV	$347.67	
			Remit to:	LOS ANGELS, CA	$347.67	$749.07
FITNESS 19 CA 155 11C	215924	02/11/2013	121227	GYM MEMBERSHIP DEDUCTIONS	$199.00	

MV00194916

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
FITNESS 19 CA 155 11C	215924	02/11/2013	130124	GYM MEMBERSHIP DEDUCTIONS	$187.00	
			Remit to:	MORENO VALLEY, CA	$386.00	$1,395.00
FOSTER, NANCY A.	8474	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	GRASS VALLEY, CA	$318.73	$2,231.11
FOSTER, ZACHARY F.	8475	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	GRASS VALLEY, CA	$318.73	$1,593.65
FRANCHISE TAX BOARD	215925	02/11/2013	130124	GARNISHMENT	$122.03	
			Remit to:	SACRAMENTO, CA	$122.03	$3,825.53
FRANCHISE TAX BOARD	216039	02/19/2013	130207	GARNISHMENT	$122.03	
			Remit to:	SACRAMENTO, CA	$122.03	$3,825.53
FRANCIS HOLLOWAY	216086	02/19/2013	RCT#0316002	REFUND-CERT CLASS REGIS FEE	$30.00	
			Remit to:	MORENO VALLEY, CA	$30.00	$30.00
FRANKLIN, L. C.	216077	02/19/2013	JAN-13 MILEAGE	MILEAGE REIMBURSEMENT	$213.57	
			Remit to:	PERRIS, CA	$213.57	$1,198.71
FRAZEE INDUSTRIES, INC	215831	02/04/2013	9530501067692	GRAFFITI REMOVAL PRODUCTS	$840.59	
			9530501073880	GRAFFITI REMOVAL PRODUCTS	$302.98	
			Remit to:	LOS ANGELES, CA	$1,143.57	$4,589.50
FRESQUEZ, HANNAH	216106	02/25/2013	013113	SPORTS OFFICIATING SVCS-SOFTBALL	$60.00	
			Remit to:	MORENO VALLEY, CA	$60.00	$200.00
G/M BUSINESS INTERIORS, INC.	215926	02/11/2013	0092650-IN	FURNITURE RENTAL-CITY HALL CARPETING	$2,660.13	

MV00194917

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	RIVERSIDE, CA	$2,660.13	$145,362.58
G/M BUSINESS INTERIORS, INC.	216040	02/19/2013	0092940-IN	FREESTANDING DESK FOR RON MATTHEWS	$1,558.49	
			Remit to:	RIVERSIDE, CA	$1,558.49	$145,362.58
GENERAL SECURITY SERVICES, INC.	215832	02/04/2013	172839	SECURITY SVCS-MVU	$122.72	
			Remit to:	WILMINGTON, CA	$122.72	$36,317.46
GENERAL SECURITY SERVICES, INC.	215927	02/11/2013	172970	SECURITY SVCS-CRC	$306.80	
			172886	SECURITY SVCS-MVU	$153.40	
			Remit to:	WILMINGTON, CA	$460.20	$36,317.46
GENERAL SECURITY SERVICES, INC.	216041	02/19/2013	172884	SECURITY SVCS-CRC SPECIAL EVENTS	$230.10	
			172885	SECURITY SVCS-CRC SPECIAL EVENTS	$76.70	
			172888	SECURITY SVCS-LIBRARY	$122.72	
			172971	SECURITY SVCS-LIBRARY	$245.44	
			172887	SECURITY SVCS-SENIOR CTR	$214.76	
			Remit to:	WILMINGTON, CA	$889.72	$36,317.46
GENERAL SECURITY SERVICES, INC.	216107	02/25/2013	173029	SECURITY SVCS-LIBRARY	$122.72	
			Remit to:	WILMINGTON, CA	$122.72	$36,317.46
GFOA-GOVERNMENT FINANCE OFFICERS ASSOC.	215997	02/11/2013	FY11/12 APP. FEE	APPLICATION FEE FOR FY2011-2012 CERT OF ACHIEVEMENT AWARD PROG.	$580.00	
			Remit to:	CHICAGO, IL	$580.00	$580.00
GIBBS, GIDEN, LOCHER, TURNER & SENET LLP	8415	02/04/2013	217590-004	PROFESSIONAL LEGAL SERVICES - ANNUAL ADA COMPLIANT CURB UPGRADES	$388.00	

MV00194918

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	LOS ANGELES, CA	$388.00	$81,030.48
GIBBS, GIDEN, LOCHER, TURNER & SENET LLP	8476	02/11/2013	217590-002	PROFESSIONAL LEGAL SERVICES - DAY ST. STORM DRAIN IMPRVMNTS.	$851.30	
			218460-001	LEGAL SERVICES	$788.00	
			Remit to:	LOS ANGELES, CA	$1,639.30	$81,030.48
GOLD ARC INC., DBA. PASCO DOORS	216019	02/11/2013	5816J	SINGLE SLIDER DOOR FURNISHED & INSTALLED AT PUBLIC SAFETY BLDG.	$7,019.00	
			Remit to:	POMONA, CA	$7,019.00	$7,019.00
GONZALES, DOMILENA R.	8477	02/11/2013	130201	NOV-DEC '12 PD FEB '13	$637.46	
			Remit to:	MORENO VALLEY, CA	$637.46	$1,912.38
GORM INC.	215928	02/11/2013	197720	JANITORIAL SUPPLIES-CITY PARKS	$241.06	
			Remit to:	ONTARIO, CA	$241.06	$891.21
GOZDECKI, DAN	8615	02/25/2013	FEB-2013 ADULT	INSTRUCTOR SVCS-KUNG FU CLASS	$108.00	
			FEB-2013 YOUTH	INSTRUCTOR SVCS-KUNG FU CLASS	$432.00	
			Remit to:	MORENO VALLEY, CA	$540.00	$4,061.40
GRIFFIN, MARLENE C	8478	02/11/2013	130201	RETIREE MED FEB '13-ADJ FOR JAN OVERPMT	$192.13	
			Remit to:	GREEN VALLEY, AZ	$192.13	$2,104.51
GRUBE, PATTY	216078	02/19/2013	1-24-13/2-7-13	MILEAGE REIMBURSEMENT	$36.16	
			12/10/12 MILEAGE	MILEAGE REIMBURSEMENT	$8.88	
			Remit to:	MORENO VALLEY, CA	$45.04	$85.00
GUARDSMARK	8416	02/04/2013	110822	SECURITY SVCS-CITY HALL	$357.20	

MV00194919

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	RANCHO CUCAMONGA, CA	$357.20	$12,885.99
GUARDSMARK	8479	02/11/2013	5305119	SECURITY SVCS-CITY HALL	$267.90	
			Remit to:	RANCHO CUCAMONGA, CA	$267.90	$12,885.99
GUARDSMARK	8616	02/25/2013	5306121	SECURITY SVCS-CITY HALL	$357.20	
			Remit to:	RANCHO CUCAMONGA, CA	$357.20	$12,885.99
GUILLAN, REBECCA S.	8480	02/11/2013	130201	JAN '13 PD FEB '13	$297.45	
			Remit to:	ADVANCE, NC	$297.45	$1,949.31
GUTIERREZ, ROBERT	8481	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	LA VERNE, CA	$318.73	$2,231.11
GWEN JENKINS	215870	02/04/2013	R13-057594	ANIMAL SERVICES REFUND	$67.00	
			Remit to:	IRVINE, CA	$67.00	$67.00
HAMLIN, WILLIAM R.	8482	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	BEAUMONT, CA	$318.73	$2,231.11
HANES, MARTIN D.	8483	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$2,231.11
HARDING, JOHN	215929	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	BANNING, CA	$318.73	$2,231.11
HATFIELD, CHARLES	8484	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	LAS VEGAS, NV	$318.73	$2,231.11

MV00194920

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
HATZL-PATTERSON, NINA MICHELE	216137	02/25/2013	1/30-2/1/13	PER DIEM-LCC 2013 CITY MANAGERS DEPT MEETING	$177.50	
			Remit to:	RIVERSIDE, CA	$177.50	$177.50
HDR ENGINEERING, INC.	215833	02/04/2013	40095-B	PROFESSIONAL ENGINEERING SERVICES, CACTUS/NASON	$2,920.25	
			43885-B	PROFESSIONAL ENGINEERING SERVICES - CACTUS/NASON	$474.50	
			Remit to:	IRVINE, CA	$3,394.75	$3,913.31
HEALD, DENA	216138	02/25/2013	2/20-2/22/13	PER DIEM & HOTEL/AIRPORT PARKING REIMB.-CSMFO 2013 ANNUAL CONF.	$597.56	
			Remit to:	CORONA, CA	$597.56	$803.92
HEFFLEY, ROSS W.	8485	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	HEMET, CA	$318.73	$2,231.11
HERRICK, ROBERT D.	215931	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$2,231.11
HETHERMAN, ANTHONY CHRISTOPHER	8617	02/25/2013	3/5-3/8/13	PER DIEM & MILEAGE-CPRS CONFERENCE	$201.90	
			Remit to:	TEMECULA, CA	$201.90	$201.90
HODGE PRODUCTS, INC.	8487	02/11/2013	0303053-IN	LOCKS FOR CITY PARKS	$298.57	
			Remit to:	EL CAJON, CA	$298.57	$298.57
HOGARD, JOHN T.	8488	02/11/2013	130201	OCT-NOV '12 PD FEB '13	$350.00	
			Remit to:	CORONA, CA	$350.00	$1,300.00
HOLT, ANITRA N	215932	02/11/2013	130201	RETIREE MED FEB '13	$318.73	

MV00194921

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	CLERMONT, FL	$318.73	$318.73
HONDA YAMAHA OF REDLANDS	8489	02/11/2013	11297	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES	$815.12	
			4034	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES	$1,435.49	
			Remit to:	REDLANDS, CA	$2,250.61	$20,128.35
HONDA YAMAHA OF REDLANDS	216108	02/25/2013	5672	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES	$300.68	
			Remit to:	REDLANDS, CA	$300.68	$20,128.35
HOUSER, EDITH E.	215933	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$2,231.11
HUNSAKER & ASSOCIATES, INC.	215834	02/04/2013	12080308	PLAN CHECK REVIEW SVCS-PM36449	$784.00	
			12100337	CONSULTING, SURVEY - PERRIS BLVD. WIDENING	$18,220.00	
			Remit to:	IRVINE, CA	$19,004.00	$72,685.00
HUNSAKER & ASSOCIATES, INC.	216109	02/25/2013	12110095	CONSULTING SERVICES, SURVEY - PERRIS/RAMONA TO CACTUS	$2,208.00	
			Remit to:	IRVINE, CA	$2,208.00	$72,685.00
HUNTINGTON BEACH HONDA	215934	02/11/2013	12028168	REPAIR PARTS & LABOR-PD TRAFFIC MOTORCYCLE	$966.94	
			12028169	REPAIR PARTS & LABOR-PD TRAFFIC MOTORCYCLE	$10,505.67	
			Remit to:	HUNTINGTON BEACH, CA	$11,472.61	$11,472.61
ICMA RETIREMENT CORP	8680	02/08/2013	DC457130207	DEFERRED COMP-457	$9,725.80	

MV00194922

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	BALTIMORE, MD	$9,725.80	$147,914.90
ICMA RETIREMENT CORP	8685	02/22/2013	DC457130221	DEFERRED COMP-457	$10,012.70	
			Remit to:	BALTIMORE, MD	$10,012.70	$147,914.90
ICR DOORS	8490	02/11/2013	531	MAINT. OF 6 ROLL-UP DOORS & 2 AUTO GATES-FS#58	$150.00	
			Remit to:	UPLAND, CA	$150.00	$6,448.97
ICR DOORS	8618	02/25/2013	530	MAINT. OF ROLL-UP DOORS-FS#65	$90.00	
			Remit to:	UPLAND, CA	$90.00	$6,448.97
IDLA, INC.	215935	02/11/2013	11012.12312	WAYFINDING/WELCOME SIGNAGE	$1,253.75	
			Remit to:	RIVERSIDE, CA	$1,253.75	$3,110.00
ING USA ANNUITY & LIFE INSURANCE CO.	216042	02/19/2013	130207	NON-EXEMPT ANNUITY	$325.00	
			Remit to:	DES MOINES, IA	$325.00	$3,125.00
INLAND EMPIRE PROPERTY SERVICE, INC	8417	02/04/2013	3128	WEED ABATEMENT SVCS-EQUESTRIAN CTR	$274.00	
			3125	ABATEMENT SVCS-APN 487-470-013,023	$3,500.00	
			Remit to:	MORENO VALLEY, CA	$3,774.00	$45,082.99
INSIDE PLANTS, INC.	216043	02/19/2013	45844	PLANT MAINTENANCE-CRC	$320.00	
			Remit to:	CORONA, CA	$320.00	$2,560.00
IT'S A PARTY	216008	02/11/2013	BL#24040-YR2013	REFUND PROCESSING FEE BUSINESS CLOSED	$61.00	
			Remit to:	NORWALK, CA	$61.00	$61.00
J D H CONTRACTING	8491	02/11/2013	020213-02	INSTALL NEW COMMERCIAL GLUE DOWN CARPET ON STAGE-GOLF CTR	$2,340.00	

MV00194923

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
J D H CONTRACTING	8491	02/11/2013	020213-03	FABRICATE AND INSTALL ADA HANDRAIL-GOLF CTR	$763.00	
			020213-01	INSTALL 2 SETS OF CLOSURES & PUSH-PULL PLATES-GATEWAY PRK	$185.00	
			Remit to:	RIVERSIDE, CA	$3,288.00	$98,386.90
J D H CONTRACTING	8579	02/19/2013	020813-01	INSTALL 12 MURALS ONTO CRC WALLS	$4,060.00	
			Remit to:	RIVERSIDE, CA	$4,060.00	$98,386.90
J D H CONTRACTING	8619	02/25/2013	021913-01	FABRICATE AND INSTALL GATE SCREENS @ FS#58	$890.00	
			Remit to:	RIVERSIDE, CA	$890.00	$98,386.90
JACK HENRY & ASSOCIATES	215835	02/04/2013	1311519	PROFIT STARS MONTHLY SERVICE FEES	$40.10	
			Remit to:	MONETT, MO	$40.10	$2,092.00
JACK HENRY & ASSOCIATES	216044	02/19/2013	1353696	PROFIT STARS MONTHLY SERVICE FEES	$308.45	
			Remit to:	MONETT, MO	$308.45	$2,092.00
JANNEY & JANNEY ATTORNEY SVCS, INC.	215936	02/11/2013	IEC212191217-01	DELIVERY SVCS OF COURT FILINGS	$70.00	
			IEP210311510-01	DELIVERY SVCS OF COURT FILINGS	$100.00	
			IEP210311526-01	DELIVERY SVCS OF COURT FILINGS	$100.00	
			Remit to:	RIVERSIDE, CA	$270.00	$870.00
JANNEY & JANNEY ATTORNEY SVCS, INC.	216110	02/25/2013	00130133036	MONTHLY RETAINER-DELIVERY OF COURT FILINGS-FEB13	$75.00	
			00121233036	MONTHLY RETAINER-DELIVERY OF COURT FILINGS-JAN13	$75.00	
			Remit to:	RIVERSIDE, CA	$150.00	$870.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
JDEDGE SOFTWARE, LLC	8419	02/04/2013	294	HR & PAYROLL DATA CONVERSION INTO NEW ERP	$5,610.00	
			Remit to:	KRUGERVILLE, TX	$5,610.00	$204,666.90
JDEDGE SOFTWARE, LLC	8492	02/11/2013	299	HR & PAYROLL DATA CONVERSION INTO NEW ERP	$3,190.00	
			Remit to:	KRUGERVILLE, TX	$3,190.00	$204,666.90
JDEDGE SOFTWARE, LLC	8580	02/19/2013	300	HR & PAYROLL DATA CONVERSION INTO NEW ERP	$2,625.00	
			Remit to:	KRUGERVILLE, TX	$2,625.00	$204,666.90
JEFF MCNEAL PRODUCTIONS, LLC	216139	02/25/2013	300	DEPOSIT-BAND PERFORMANCE-7/4/13 CELEBRATION	$375.00	
			Remit to:	TEMECULA, CA	$375.00	$375.00
JESSICA HERNANDEZ	215885	02/04/2013	1000316	REFUND-CANCELLED CONTRACT CLASS	$106.00	
			Remit to:	MORENO VALLEY, CA	$106.00	$106.00
JOHN KENTON	216087	02/19/2013	RCT#0322643	REFUND-CERT CLASS REGIS FEE	$15.00	
			Remit to:	RIVERSIDE, CA	$15.00	$15.00
JOHN W. STRICKLER	8545	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	SAN BERNARDINO, CA	$318.73	$1,912.38
JONES, SUSAN	8493	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$2,231.11
JORGE MENESES	216140	02/25/2013	2/20-2/21/13	PER DIEM-STREET SURVIVAL SEMINAR/SAN DIEGO	$100.00	
			Remit to:	MORENO VALLEY, CA	$100.00	$100.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
JORRY KEITH	215860	02/04/2013	JAN-2013	INSTRUCTOR SVCS-COMIC BOOK CREATION CLASS	$96.00	
			Remit to:	FONTANA, CA	$96.00	$720.00
JOSE MORALES	215886	02/04/2013	MV2120615003	REFUND-CODE ADMIN CITATION	$407.50	
			Remit to:	PERRIS, CA	$407.50	$407.50
JOSEPH SILLA	216013	02/11/2013	BL#23721-YR2013	REFUND OVERPAYMENT FOR B/L #23721	$60.00	
			Remit to:	YORBA LINDA, CA	$60.00	$60.00
JTB SUPPLY CO., INC.	8420	02/04/2013	95551	BATTERY BACKUP SERVICE CABINET	$8,296.75	
			Remit to:	ORANGE, CA	$8,296.75	$52,300.60
JTB SUPPLY CO., INC.	216045	02/19/2013	95607	TRAFFIC SIGNAL SUPPLIES-P44 CABINET FILTERS	$1,782.00	
			Remit to:	ORANGE, CA	$1,782.00	$52,300.60
JUAN CARLOS MORALES	215887	02/04/2013	C09026	REFUND-CODE ADMIN CITATION	$102.10	
			Remit to:	MORENO VALLEY, CA	$102.10	$102.10
JULIEANN STEWART-CLEAVELAND	215889	02/04/2013	01-24-13 REIMB	REIMBURSEMENT-JULY 4TH EXPENSES	$410.09	
			Remit to:	MORENO VALLEY, CA	$410.09	$410.09
KEPLER, JANELLE	8581	02/19/2013	FEB-2013	INSTRUCTOR SVCS-CHEERLEADING CLASSES	$476.00	
			Remit to:	RIVERSIDE, CA	$476.00	$3,444.00
KEVIN HENSON	216147	02/25/2013	1008874	REFUND-RENTAL DEPOSIT-CRC	$425.00	
			Remit to:	MORENO VALLEY, CA	$425.00	$425.00
KING, PATRICIA A.	215937	02/11/2013	130201	RETIREE MED FEB '13-ADJ FOR JAN OVERPMT	$150.04	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	LAS VEGAS, NV	$150.04	$1,778.68
KIP INCORPORATED	216046	02/19/2013	6927	INSTALLATION OF NEW ELECTRICAL CONDUITS	$7,367.25	
			6952	INSTALLATION OF NEW ELECTRICAL CONDUITS-RETENTION INVOICE	$387.75	
			Remit to:	MURRIETA, CA	$7,755.00	$1,537,103.63
KOLB, CHARLES E.	8494	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$2,231.11
KOLLAR, KYLE	8495	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$2,231.11
KOSER, MATTHEW	216079	02/19/2013	2/25-3/8/13	PER DIEM-ICI MAJOR NARCOTICS INVESTIGATIONS COURSE	$500.00	
			Remit to:	MORENO VALLEY, CA	$500.00	$675.00
KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD	216047	02/19/2013	265322	LEGAL SERVICES-DEC12	$1,430.50	
			Remit to:	SACRAMENTO, CA	$1,430.50	$19,485.35
KUPSAK, STEVE	8496	02/11/2013	130201	JAN '13 PD FEB '13	$318.73	
			Remit to:	CEDAR GLEN, CA	$318.73	$2,549.84
KUSTOM SIGNALS, INC.	216111	02/25/2013	473226	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC RADAR GUNS	$410.95	
			Remit to:	KANSAS CITY, MO	$410.95	$2,035.75
KYLE, GARY M.	8497	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	PRESCOTT VALLEY, AZ	$318.73	$2,231.11

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
LA FOLLETTE, JOHNSON, DE HAAS, FESLER & AMES	215938	02/11/2013	270426	LEGAL SERVICES-MV1208	$1,274.00	
			270425	LEGAL SERVICES-MV1221	$4,353.33	
			270427	LEGAL SERVICES-MV1216	$1,847.17	
			Remit to:	LOS ANGELES, CA	$7,474.50	$80,934.05
LAFATA, JOSEPHINE	8498	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$2,231.11
LANGENDORF, BENJAMIN	8499	02/11/2013	130201	JAN '13 PD FEB '14	$318.73	
			Remit to:	PERRIS, CA	$318.73	$1,848.24
LARRY GYLL	216136	02/25/2013	3/4-3/8/13	PER DIEM-NARCOTIC & SPECIALIZED UNIT SUPERVISOR COURSE	$250.00	
			Remit to:	MORENO VALLEY, CA	$250.00	$445.00
LATITUDE GEOGRAPHICS	215940	02/11/2013	201300083	GIS SOFTWARE & SERVICES-M1	$21,759.80	
			Remit to:	VICTORIA, BC	$21,759.80	$22,629.80
LA-Z-BOY FURNITURE GALLERIES	216048	02/19/2013	122-18708	RECLINERS 6 UNITS FOR FS#6	$4,281.93	
			Remit to:	RIVERSIDE, CA	$4,281.93	$8,424.73
LEAGUE OF CALIFORNIA CITIES-RIV CNTY DIV	216050	02/19/2013	1413	MEMBERSHIP DUES 2013-RIVERSIDE CO DIVISION	$100.00	
			Remit to:	SACRAMENTO, CA	$100.00	$34,899.60
LEICA GEOSYSTEMS, INC.	216112	02/25/2013	93415801	SCAN STATION MAINT. CONTRACT & FURNITURE/HARDWARE	$24,714.35	
			Remit to:	COSTA MESA, CA	$24,714.35	$24,714.35

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
LEIVAS, INC. DBA. LEIVAS LIGHTING	216020	02/11/2013	256	LANDSCAPE LIGHTING MAINT-ZONE-E3	$470.10	
			257	LANDSCAPE LIGHTING MAINT-ZONE-E7	$190.00	
			297	LANDSCAPE LIGHTING MAINT-ZONE-E3	$1,215.91	
			259	LANDSCAPE LIGHTING MAINT-ZONE E1	$142.50	
			258	LANDSCAPE LIGHTING MAINT-ZONE M	$95.00	
			260	LANDSCAPE LIGHTING MAINT-ZONE E2	$95.00	
			293	LANDSCAPE LIGHTING MAINT-ZONE-E3	$310.02	
			295	LANDSCAPE LIGHTING MAINT-ZONE E7	$173.73	
			Remit to:	RIVERSIDE, CA	$2,692.26	$2,692.26
LENTON, JOHN	216080	02/19/2013	2/25-3/1/13	PER DIEM-CELLULAR PHONE FORENSICS INVESTIGATIONS COURSE	$250.00	
			Remit to:	MORENO VALLEY, CA	$250.00	$250.00
LEONARD PROKOPIN	215888	02/04/2013	998885	REFUND-CANCELLED CONTRACT CLASS	$47.00	
			Remit to:	MORENO VALLEY, CA	$47.00	$47.00
LEWIS BRISBOIS BISGAARD & SMITH LLP	215942	02/11/2013	1123037	LEGAL SVCS-CASE#RIC533180 (NORTON)	$254.45	
			Remit to:	LOS ANGELES, CA	$254.45	$3,826.09
LEWIS, CAROLYN S.	8500	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	MIDLAND, TX	$318.73	$2,231.11
LEXISNEXIS PRACTICE MGMT.	8620	02/25/2013	1301082832	ONLINE LEGAL RESEARCH TOOLS-JAN13	$1,180.00	
			Remit to:	LOS ANGELES, CA	$1,180.00	$10,040.00
LIEBERT, CASSIDY, WHITMORE	215836	02/04/2013	159992	LEGAL SERVICES/MO140-00001	$2,220.00	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
LIEBERT, CASSIDY, WHITMORE	215836	02/04/2013	157789	LEGAL SERVICES/MO140-00010	$150.00	
			157788	LEGAL SERVICES/MO140-00001	$360.00	
			156676	LEGAL SERVICES/MO140-00009	$721.32	
			Remit to:	LOS ANGELES, CA	$3,451.32	$22,759.32
LIEBERT, CASSIDY, WHITMORE	215943	02/11/2013	02-14-13	WORKSHOP REGIS FEE-B. MONTGOMERY	$35.00	
			Remit to:	LOS ANGELES, CA	$35.00	$22,759.32
LIGHTHOUSE TREATMENT CENTER, INC.	216113	02/25/2013	JAN 2013	CASE MANAGEMENT CONSULTANT SVCS-CDBG	$3,600.00	
			Remit to:	ALTA LOMA, CA	$3,600.00	$3,600.00
LOGAN, CHARLES	8501	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	LAS VEGAS, NV	$318.73	$2,231.11
LONGDYKE, DENNIS	8502	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	BEAUMONT, CA	$318.73	$2,231.11
LUMLEY, ROBERT C.	8503	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$2,231.11
MALCOLM SMITH MOTORCYCLES, INC.	216051	02/19/2013	100030837	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES	$532.58	
			100037252	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES	$826.44	
			100030262	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES	$1,073.26	
			100032699	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES	$897.00	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
MALCOLM SMITH MOTORCYCLES, INC.	216051	02/19/2013	100012704	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES	$49.84	
			100029228	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES	$795.13	
			100033456	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES	$71.25	
			Remit to:	RIVERSIDE, CA	$4,245.50	$23,069.49
MARINA LANDSCAPE, INC	8504	02/11/2013	8216111203	ADDL. LANDSCAPE WORK-ZONE E-1A	$1,695.00	
			8216111201	LANDSCAPE MAINT-ZONE E-1 & E-1A-ADDL WORK-NOV12	$646.85	
			8216121200	LANDSCAPE MAINT-ZONE E-1 & E-1A-DEC12	$5,733.34	
			8216121201	IRRIGATION REPAIRS-ZONE E-1	$445.71	
			Remit to:	ANAHEIM, CA	$8,520.90	$67,306.32
MARINA LANDSCAPE, INC	8582	02/19/2013	8216011300	LANDSCAPE MAINT-ZONE E-1 & E-1A-JAN13	$5,733.34	
			Remit to:	ANAHEIM, CA	$5,733.34	$67,306.32
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	8421	02/04/2013	57950	LANDSCAPE MAINT-DSG2 BASE CHARGE-DEC12	$12,857.13	
			58150	LANDSCAPE MAINT-DSG2-ADDL WORK-DEC12	$336.53	
			57603	LANDSCAPE MAINT-DSG2-ADDL WORK-NOV12	$1,513.11	
			Remit to:	IRWINDALE, CA	$14,706.77	$104,245.27
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	8583	02/19/2013	58203	LANDSCAPE MAINT-DSG2 BASE CHARGE-JAN13	$12,857.13	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	8583	02/19/2013	58417	LANDSCAPE MAINT-DSG2-ADDL WORK-JAN13	$219.29	
			Remit to:	IRWINDALE, CA	$13,076.42	$104,245.27
MARTHA BARRAGAN	216090	02/19/2013	1007175	REFUND-CANCELLED CONTRACT CLASS	$32.00	
			Remit to:	MORENO VALLEY, CA	$32.00	$32.00
MARTIN GONZALEZ	215882	02/04/2013	MV62338	REFUND-CODE ADMIN CITATION	$170.00	
			Remit to:	MORENO VALLEY, CA	$170.00	$170.00
MATHIS, NOLAN	8505	02/11/2013	130201	DEC '12 PD FEB '13	$279.80	
			Remit to:	JACKSON, KY	$279.80	$1,958.60
MAXINOSKI, SUE A.	8506	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	AVINGER, TX	$318.73	$2,231.11
MENGISTU, YESHIALEM	216081	02/19/2013	JAN-13 MILEAGE	MILEAGE REIMBURSEMENT	$129.39	
			Remit to:	MORENO VALLEY, CA	$129.39	$1,004.64
MEN'S DISTRICT	216010	02/11/2013	BL#24040-YR2013	REFUND OVERPAYMENT FOR B/L #24040	$66.65	
			Remit to:	MORENO VALLEY, CA	$66.65	$66.65
MERCHANTS LANDSCAPE SERVICES INC	8507	02/11/2013	39099	IRRIGATION REPAIRS-MV RANCH 6879-DEC12	$645.30	
			39098	IRRIGATION REPAIRS-ZONE E12-DEC12	$75.49	
			38989	LANDSCAPE MAINT-ZONE E3 & E3A-DEC12	$11,433.86	
			Remit to:	Santa Ana, CA	$12,154.65	$153,657.60
MERCHANTS LANDSCAPE SERVICES INC	8508	02/11/2013	38279	LANDSCAPE MAINT-ZONE E3 & E3A-SEPT12	$11,433.86	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
MERCHANTS LANDSCAPE SERVICES INC	8508	02/11/2013	38988	LANDSCAPE MAINT-ZONE E8,E12,E14,E15-DEC12	$6,765.97	
			Remit to:	MONTEREY PARK, CA	$18,199.83	$153,657.60
MERCHANTS LANDSCAPE SERVICES INC	8584	02/19/2013	39382	LANDSCAPE MAINT-ADDL WORK-ZONE E-12-JAN13	$184.41	
			39246	LANDSCAPE MAINT-ZONE E3 & E3A-JAN13	$11,433.86	
			39245	LANDSCAPE MAINT-ZONE E8,E12,E14,E15-JAN13	$6,765.97	
			Remit to:	Santa Ana, CA	$18,384.24	$153,657.60
MERCHANTS LANDSCAPE SERVICES INC	8585	02/19/2013	39383	LANDSCAPE MAINT-ADDL WORK-ZONE E3-JAN13	$1,257.69	
			Remit to:	MONTEREY PARK, CA	$1,257.69	$153,657.60
MERIT STEEL AND SUPPLY	215872	02/04/2013	BL#04372/YR2012	REFUND- BUSINESS LICENSE OVERPAYMENT	$45.50	
			Remit to:	HUNTINGTON BEACH, CA	$45.50	$45.50
MESSIN, LOUIS	8509	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	BULLHEAD CITY, AZ	$318.73	$2,231.11
MEYERS, ROBERT	215861	02/04/2013	JAN-2013	INSTRUCTOR SVCS-PHOTOGRAPHY CLASS	$90.60	
			Remit to:	MORENO VALLEY, CA	$90.60	$1,122.60
MICHAEL KAAKE CONSTRUCTION	216011	02/11/2013	BL#25628/YR2013	REFUND BUSINESS LICENSE OVERPAYMENT	$78.50	
			Remit to:	MURRIETA, CA	$78.50	$78.50
MILES, ROBERT	8510	02/11/2013	130201	RETIREE MED FEB '13-ADJ FOR JAN OVERPMT	$66.65	
			Remit to:	MORENO VALLEY, CA	$66.65	$1,422.59

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
MIN LI	216009	02/11/2013	ACCT# 7009641-07	SOLAR INCENTIVE REBATE	$12,406.50	
			Remit to:	MORENO VALLEY, CA	$12,406.50	$12,406.50
MINARD, MARK E.	8511	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	REDLANDS, CA	$318.73	$2,231.11
MINH TRAN	216015	02/11/2013	CIT# 13005087	REFUND-FALSE ALARM CITATION DUPLICATE PAYMENT	$30.00	
			Remit to:	MORENO VALLEY, CA	$30.00	$30.00
MOLLICA, MIKE	8512	02/11/2013	130201	RETIREE MED FEB '13	$401.42	
			Remit to:	DUNNELLON, FL	$401.42	$2,809.94
MONTGOMERY PLUMBING INC	215837	02/04/2013	012513	PLUMBING SVCS/REPLACE OF STOLEN BACKFLOWS-SENIOR CTR	$8,000.00	
			Remit to:	MORENO VALLEY, CA	$8,000.00	$11,158.75
MOOSEPOINT TECHNOLOGY, INC.	215944	02/11/2013	MVHost12133	GIS INTERNET SITE HOSTING SVCS-QTR 3	$2,250.00	
			MVME0213	GEOSMART.NET MAINTENANCE 2/1-4/30/13	$808.13	
			Remit to:	SONOMA, CA	$3,058.13	$9,174.39
MORA, PATRICIA A.	8513	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$2,231.11
MORENO VALLEY CHAMBER OF COMMERCE	215862	02/04/2013	3591	WAKE-UP MEETING ATTENDANCE-1/23/13	$75.00	
			Remit to:	MORENO VALLEY, CA	$75.00	$20,345.00
MORENO VALLEY CHAMBER OF COMMERCE	216082	02/19/2013	3596	INSTALLATION/AWARDS CEREMONY 2013-C DIST 1	$75.00	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	MORENO VALLEY, CA	$75.00	$20,345.00
MORENO VALLEY CITY EMPLOYEES ASSOC.	8683	02/08/2013	MO130207	MVCEA DUES	$1,383.50	
			Remit to:	MORENO VALLEY, CA	$1,383.50	$23,815.00
MORENO VALLEY CITY EMPLOYEES ASSOC.	8688	02/22/2013	MO130221	MVCEA DUES	$1,383.50	
			Remit to:	MORENO VALLEY, CA	$1,383.50	$23,815.00
MORENO VALLEY GATEWAY, LLC	8422	02/04/2013	2151	LEASE-FACILITIES ANNEX-FEB13	$2,458.97	
			2153	LEASE-SUITES 5-9-ESA-FEB13	$9,207.72	
			2152	LEASE-T/S ANNEX-FEB13	$5,475.90	
			Remit to:	SAN JUAN CAPISTRANO, CA	$17,142.59	$119,998.13
MORENO VALLEY GATEWAY, LLC	8586	02/19/2013	2156	LEASE-FACILITIES ANNEX-MAR13	$2,458.97	
			2155	LEASE-T/S ANNEX-MAR13	$5,475.90	
			Remit to:	SAN JUAN CAPISTRANO, CA	$7,934.87	$119,998.13
MORENO VALLEY GATEWAY, LLC	8621	02/25/2013	2154	LEASE-SUITES 5-9-ESA-MAR13	$9,207.72	
			Remit to:	SAN JUAN CAPISTRANO, CA	$9,207.72	$119,998.13
MORGAN, LISA A.	8514	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	MENTONE, CA	$318.73	$2,231.11
MOTOPORT USA	216053	02/19/2013	139804	NEW MOTOR UNIFORMS FOR PD OFFICERS	$1,199.01	
			139803	NEW MOTOR UNIFORMS FOR PD OFFICERS	$1,338.87	
			Remit to:	SAN MARCOS, CA	$2,537.88	$2,537.88

MV00194935

City of Moreno Valley

Payment Register

For Period 2/1/2013 through 2/28/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
MR. CLEAN MAINTENANCE SYSTEMS	215827	02/04/2013	9579	PRESSURE WASH SVCS-CRC	$428.00	
			Remit to:	COLTON, CA	$428.00	$1,606.00
MURPHY, LIONEL	216141	02/25/2013	3/4-3/8/13	PER DIEM-DUI SEMINAR	$200.00	
			Remit to:	MORENO VALLEY, CA	$200.00	$200.00
NAIOP INLAND EMPIRE	215945	02/11/2013	110712-22	2012 NAIOP INLAND EMPIRE BUS TOUR SPONSORSHIP	$1,000.00	
			Remit to:	LAGUNA HILLS, CA	$1,000.00	$1,000.00
NAPA AUTO PARTS MORENO VALLEY	215838	02/04/2013	141541	TRUCK TIRE CHANGER MACHINE	$14,738.67	
			Remit to:	MORENO VALLEY, CA	$14,738.67	$14,738.67
NATIONWIDE RETIREMENT SOLUTIONS	8681	02/08/2013	DC457FICA130207	PST DEF COMP FICA	$2,779.48	
			Remit to:	COLUMBUS, OH	$2,779.48	$48,224.52
NATIONWIDE RETIREMENT SOLUTIONS	8686	02/22/2013	DC457FICA130221	PST DEF COMP FICA	$2,969.17	
			Remit to:	COLUMBUS, OH	$2,969.17	$48,224.52
NAVARRETTE, RALPH	8515	02/11/2013	130201	RETIREE MED FEB '13-ADJ FOR JAN OVERPMT	$66.65	
			Remit to:	RANCHO CUCAMONGA, CA	$66.65	$1,422.59
NELSON, ROBERT	8516	02/11/2013	130201	RETIREE MED FEB '13-ADJ FOR JAN OVERPMT	$190.43	
			Remit to:	ONTARIO, CA	$190.43	$2,113.01
NELSON, RUTH L.	8517	02/11/2013	130201	RETIREE MED FEB '13-ADJ FOR JAN UNDERPMT	$180.93	
			Remit to:	PERRIS, CA	$180.93	$1,175.79

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
NEUSTAEDTER, CRAIG S	215946	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	IRVINE, CA	$318.73	$2,231.11
NEW HORIZON MOBILE HOME PARK	8518	02/11/2013	JAN 2013	REFUND UTILITY USER TAXES FOR EXEMPT RESIDENTS	$17.76	
			Remit to:	LOS ANGELES, CA	$17.76	$79.27
NEW WORLD SYSTEMS, CORP	8587	02/19/2013	025742	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT	$1,748.17	
			025617	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT	$600.00	
			Remit to:	TROY, MI	$2,348.17	$206,622.78
NIEBURGER, JUDITH A.	215947	02/11/2013	130201	RETIREE MED FEB '13	$401.42	
			Remit to:	MORENO VALLEY, CA	$401.42	$2,809.94
NORMAN A. TRAUB ASSOCIATES	215890	02/04/2013	12093.1	INVESTIGATION SERVICES	$7,057.30	
			Remit to:	YORBA LINDA, CA	$7,057.30	$20,888.61
NYSSA MARIA GRAVINA	215883	02/04/2013	MV3120810044	REFUND-CODE ADMIN CITATION	$57.50	
			Remit to:	MORENO VALLEY, CA	$57.50	$57.50
OAKLEY SALES CORP	215948	02/11/2013	721609072	SAFETY EYE WEAR FOR PD MOTOR OFFICERS	$124.90	
			Remit to:	LOS ANGELES, CA	$124.90	$1,385.73
OAKLEY SALES CORP	216114	02/25/2013	722629203	SAFETY EYE WEAR FOR PD MOTOR OFFICERS	$229.16	
			Remit to:	LOS ANGELES, CA	$229.16	$1,385.73
OLIVIER PRUD'HOMME	216142	02/25/2013	306	DEPOSIT-BAND PERFORMANCE-7/4/13 CELEBRATION	$300.00	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	STUDIO CITY, CA	$300.00	$300.00
OMNIGRAPHICS	215839	02/04/2013	10990012-2452	REFERENCE BOOK FOR LIBRARY	$90.94	
			10990012-2424	REFERENCE BOOKS FOR LIBRARY	$454.70	
			Remit to:	ASTON, PA	$545.64	$545.64
OPERATION SAFEHOUSE, INC.	215949	02/11/2013	OCT 2012	REIMBURSEMENT FOR CDBG PROGRAM SERVICES	$608.80	
			DEC 2012	REIMBURSEMENT FOR CDBG PROGRAM SERVICES	$2,117.70	
			NOV 2012	REIMBURSEMENT FOR CDBG PROGRAM SERVICES	$1,009.14	
			Remit to:	RIVERSIDE, CA	$3,735.64	$5,399.62
ORROCK, POPKA, FORTINO & BRISLIN	8623	02/25/2013	90-034M STMT 4	LEGAL SERVICES-DEFENSE COSTS K. BALVANEDA	$1,002.70	
			Remit to:	RIVERSIDE, CA	$1,002.70	$10,943.53
ORROCK, POPKA, FORTINO & BRISLIN	216054	02/19/2013	90-035M STMT 2	LEGAL SERVICES-DEFENSE COSTS V. GOODWIN	$216.00	
			Remit to:	RIVERSIDE, CA	$216.00	$10,943.53
OVERLAND PACIFIC & CUTLER, INC.	8519	02/11/2013	1211168	ACQUISITION SERVICES - PERRIS/RAMONA TO CACTUS	$2,520.00	
			1210071	ACQUISITION SERVICES - PERRIS/RAMONA TO CACTUS	$4,200.00	
			Remit to:	LONG BEACH, CA	$6,720.00	$49,842.50
PACIFIC UTILITY INSTALLATION, INC	216055	02/19/2013	11806	EMERGENCY REPAIR SVCS FOR POWER OUTAGE-MV UTILITY	$11,030.00	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	ANAHEIM, CA	$11,030.00	$15,780.00
PACIFIC UTILITY INSTALLATION, INC	216115	02/25/2013	11789R	RAISE SOE COVER FROM UNDER THE SIDEWALK-FOR MV UTILITY	$4,750.00	
			Remit to:	ANAHEIM, CA	$4,750.00	$15,780.00
PARADIGM ENERGY CONSULTING	8520	02/11/2013	MVU-01-2013	CONSULTING SERVICES RE: MV UTILITY 10-YR RESOURCE PLAN	$2,475.00	
			Remit to:	SACRAMENTO, CA	$2,475.00	$4,025.00
PARADIGM ENERGY CONSULTING	215892	02/04/2013	MVU-01-2012	CONSULTING SERVICES RE: MV UTILITY 10-YR RESOURCE PLAN	$1,550.00	
			Remit to:	SACRAMENTO, CA	$1,550.00	$4,025.00
PARSONS TRANSPORTATION GROUP, INC.	8624	02/25/2013	1301A941	COSNTRUCTION SUPPORT - SR-60/NASON OVERCROSSING	$11,975.85	
			1301A942	CONSTRUCTION SUPPORT - SR-60/MB PH I	$6,022.87	
			Remit to:	IRVINE, CA	$17,998.72	$864,435.45
PATTERSON, ALFREY	215950	02/11/2013	130201	RETIREE MED FEB '13-ADJ FOR JAN OVERPMT	$66.65	
			Remit to:	MORENO VALLEY, CA	$66.65	$1,422.59
PAUL GROTEFEND	216083	02/19/2013	2/25-3/1/13	PER DIEM-CELLULAR PHONE FORENSICS INVESTIGATIONS COURSE	$250.00	
			Remit to:	MORENO VALLEY, CA	$250.00	$400.00
PENELOPE SIEBOLD	215873	02/04/2013	R12-056171	ANIMAL SERVICES REFUND	$150.00	
			Remit to:	MURRIETA, CA	$150.00	$150.00
PERRY, NORMA	8521	02/11/2013	130201	RETIREE MED FEB '13	$318.73	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	LOCKEFORD, CA	$318.73	$2,231.11
PERS LONG TERM CARE PROGRAM	215951	02/11/2013	130124	LONG TERM CARE INSURANCE	$458.63	
			Remit to:	PASADENA, CA	$458.63	$7,338.08
PERS LONG TERM CARE PROGRAM	216056	02/19/2013	130207	LONG TERM CARE INSURANCE	$458.63	
			Remit to:	PASADENA, CA	$458.63	$7,338.08
PIP PRINTING	8588	02/19/2013	53563	210 BOOKS COPIED AND BOUND-FEMA CERT MANUALS	$3,000.46	
			Remit to:	MORENO VALLEY, CA	$3,000.46	$5,689.21
POUNDS, NANCY	8522	02/11/2013	130201	JAN '13 PD FEB '13	$318.73	
			Remit to:	BOISE, ID	$318.73	$1,912.38
POWELL CONSTRUCTORS, INC.	8567	02/13/2013	W130204	RETENTION RELEASE PER ESCROW AGREEMNT-INV#1 & #2	$11,222.43	
			Remit to:	FONTANA, CA	$11,222.43	$650,608.77
PRICE, GEORGE E.	8523	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$2,231.11
PROFESSIONAL COMMUNICATIONS NETWORK PCN	215952	02/11/2013	130100435	LIVE ANSWERING SERVICE FOR TOW PROGRAM	$479.55	
			Remit to:	RIVERSIDE, CA	$479.55	$3,942.15
PSOMAS	216152	02/28/2013	86697	CONSULTING SERVICES, SURVEY - SR-60/NASON OVERCROSSING	$11,491.86	
			Remit to:	SANTA ANA, CA	$11,491.86	$44,531.76
PULLIAM, TRENT D.	8524	02/11/2013	130201	RETIREE MED FEB '13	$318.73	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	MISSION VIEJO, CA	$318.73	$2,231.11
RALPH R. ALWORTH	216089	02/19/2013	MV2120919023	REFUND-CITATION DISMISSED-CODE	$57.50	
			Remit to:	MORENO VALLEY, CA	$57.50	$57.50
RAMOS, ROBERTO	216000	02/11/2013	FEB-2013	INSTRUCTOR SVCS-KINDER KARATE & TAE KWON DO CLASSES	$443.40	
			Remit to:	MORENO VALLEY, CA	$443.40	$3,984.30
RAY-RAMIREZ, DARCY L.	215953	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	RIVERSIDE, CA	$318.73	$2,231.11
RCGIA	216057	02/19/2013	REG.-D. DREXLER	REGISTR. FEE FOR INLAND EMPIRE GANG CONFERENCE-MAR. 11-13, 2013	$100.00	
			Remit to:	MURRIETA, CA	$100.00	$100.00
RECORDED BOOKS	215840	02/04/2013	74646564	AUDIOBOOKS (REIMB. BY F.O.L.)	$76.30	
			74648759	AUDIOBOOKS (REIMB. BY F.O.L.)	$42.02	
			Remit to:	BALTIMORE, MD	$118.32	$500.18
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	215954	02/11/2013	S194645	LINENS FOR SPECIAL EVENTS AT CRC	$60.50	
			10873243	LINENS FOR SPECIAL EVENTS AT CRC	$5.00	
			S193124	LINENS FOR SPECIAL EVENTS AT CRC	$66.50	
			Remit to:	LOS ANGELES, CA	$132.00	$960.62
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	216116	02/25/2013	S200647	LINENS FOR SPECIAL EVENTS AT CRC	$56.75	
			Remit to:	LOS ANGELES, CA	$56.75	$960.62

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
RICHARD CROWE	215868	02/04/2013	R12-052561	ANIMAL SERVICES REFUND	$20.00	
			Remit to:	ESCONDIDO, CA	$20.00	$20.00
RICK ENGINEERING COMPANY	8526	02/11/2013	0029205	CONSULTING SERVICES, SURVEY - LOCAL STREET PVMT. RESURFACING	$220.00	
			0029204	CONSULTING SERVICES, STAKING - CACTUS/NASON	$21,745.00	
			Remit to:	RIVERSIDE, CA	$21,965.00	$138,966.96
RICK ENGINEERING COMPANY	8625	02/25/2013	0029585	CONSULTING SERVICES, SURVEY - CACTUS/NASON	$18,417.50	
			0029797	CONSULTING SERVICES, SURVEY - CACTUS/NASON	$1,800.00	
			Remit to:	RIVERSIDE, CA	$20,217.50	$138,966.96
RICK HARTMANN	215930	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	SAN DIMAS, CA	$318.73	$1,593.65
RIGHTWAY SITE SERVICES, INC.	215841	02/04/2013	718849	PORTABLE RESTROOMS-EQUESTRIAN CENTER	$309.00	
			718848	PORTABLE RESTROOM-COTTONWOOD GOLF COURSE	$72.30	
			718913	PORTABLE TOILET ON WHEELS/SERVICE FOR M&O DIV.	$89.60	
			Remit to:	LAKE ELSINORE, CA	$470.90	$4,254.37
RIGHTWAY SITE SERVICES, INC.	216058	02/19/2013	719884	PORTABLE RESTROOM-COTTONWOOD GOLF COURSE	$72.30	
			719885	PORTABLE RESTROOMS-EQUESTRIAN CENTER	$309.00	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	LAKE ELSINORE, CA	$381.30	$4,254.37
RIGHTWAY SITE SERVICES, INC.	216117	02/25/2013	720071	PORTABLE TOILET ON WHEELS/SERVICE FOR M&O DIV.	$89.60	
			Remit to:	LAKE ELSINORE, CA	$89.60	$4,254.37
RIVERSIDE AREA RAPE CRISIS CENTER	215955	02/11/2013	JULY 2012	CDBG REIMBURSEMENT-CHILD ABUSE PREVENTION PROGRAM	$593.01	
			AUGUST 2012	CDBG REIMBURSEMENT-CHILD ABUSE PREVENTION PROGRAM	$573.88	
			Remit to:	RIVERSIDE, CA	$1,166.89	$1,709.34
RIVERSIDE COUNTY DEPARTMENT OF HEALTH	215842	02/04/2013	IN0162616	ENVIRONMENTAL HEALTH PERMIT-SUNNYMEAD PARK ACCOUNT# AR0010011	$578.00	
			Remit to:	RIVERSIDE, CA	$578.00	$928.00
RIVERSIDE COUNTY SHERIFF CIVIL DIVISION-WEST	216059	02/19/2013	130207	GARNISHMENT	$146.00	
			Remit to:	RIVERSIDE, CA	$146.00	$5,317.68
RIVERSIDE MEDICAL CLINIC	215956	02/11/2013	ACCT 700000183	FLU VACCINATIONS	$440.00	
			ACCT 700000187	FLU VACCINATIONS	$820.00	
			Remit to:	RIVERSIDE, CA	$1,260.00	$1,260.00
RIVERSIDE RUBBER STAMP & ENGRAVING	8626	02/25/2013	13-72062	BANK DEPOSIT STAMP & INK	$25.42	
			Remit to:	RIVERSIDE, CA	$25.42	$791.69
RMA GROUP	215957	02/11/2013	41346	CONSULTING SERVICES, GEOTECHNICAL - CORPORATE YARD SEWER IMRPV.	$3,855.86	
			Remit to:	RANCHO CUCAMONGA, CA	$3,855.86	$7,787.59

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number		Invoice Description	Amount	FYTD
ROGERS, EUGENE	8527	02/11/2013	130201		RETIREE MED FEB '13	$318.73	
				Remit to:	PEBBLE BEACH, CA	$318.73	$2,231.11
ROSENOW SPEVACEK GROUP (RSG, INC.)	215958	02/11/2013	0028743		NSP ELIGIBILITY REVIEW SERVICES	$630.00	
				Remit to:	SANTA ANA, CA	$630.00	$11,823.98
ROSENOW SPEVACEK GROUP (RSG, INC.)	216118	02/25/2013	0028857		ELIGIBILITY REVIEW - GALVEZ	$350.00	
			0028854		ELIGIBILITY REVIEW - BOEHNKE	$350.00	
			0028850		NSP ELIGIBILITY REVIEW SERVICES	$1,260.00	
				Remit to:	SANTA ANA, CA	$1,960.00	$11,823.98
ROSS, DAVID T.	8528	02/11/2013	130201		RETIREE MED FEB '13	$318.73	
				Remit to:	MORENO VALLEY, CA	$318.73	$2,231.11
ROSSON, LOUIS A.	8529	02/11/2013	130201		RETIREE MED FEB '13-ADJ FOR JAN UNDERPMT	$173.37	
			130201A		RETIREE MED FEB '13	$96.50	
				Remit to:	PERRIS, CA	$269.87	$1,940.23
RUSSO, JOHN	8530	02/11/2013	130201		RETIREE MED FEB '13-ADJ FOR JAN OVERPMT	$66.65	
				Remit to:	RANCHO MIRAGE, CA	$66.65	$1,422.59
SA ASSOCIATES	8531	02/11/2013	76		CONSULTING SERVICES, PROJECT MNGMT. - CACTUS/NASON	$10,800.00	
				Remit to:	ARCADIA, CA	$10,800.00	$82,500.00
SALMAN, CLAUDIA	215864	02/04/2013	JAN-2013		INSTRUCTOR SVCS-LATIN ZUMBA CLASS	$108.00	
				Remit to:	MORENO VALLEY, CA	$108.00	$606.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
SAMIR M. KHOURY DBA COORY ENGINEERING	215843	02/04/2013	7116	CONSULTING SERVICES, SURVEY STAKING - MORENO BEACH PH I	$17,137.45	
			Remit to:	ORANGE, CA	$17,137.45	$17,137.45
SCHIEFELBEIN, LORI C.	215959	02/11/2013	130201	JAN '13 PD FEB '13	$318.73	
			Remit to:	BULLHEAD CITY, AZ	$318.73	$11,979.86
SCHIEFELBEIN, LORI C.	215960	02/11/2013	JAN 2013	CONSULTANT SVCS-ROTATIONAL TOW PROGRAM	$1,045.00	
			Remit to:	BULLHEAD CITY, AZ	$1,045.00	$11,979.86
SCHUMAN, MICHAEL	8532	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	RIVERSIDE, CA	$318.73	$2,231.11
SCOTT FAZEKAS & ASSOCIATES, INC	215961	02/11/2013	16465	PLAN CHECK SERVICES FOR BLDG & SAFETY DEPT.	$495.00	
			16432	PLAN CHECK SERVICES FOR BLDG & SAFETY DEPT.	$792.00	
			Remit to:	IRVINE, CA	$1,287.00	$2,684.00
SECRETARY OF STATE - STMT OF INFO UNIT	216120	02/25/2013	STEM LIFE COLL.	DEPOSIT FOR BUSINESS ENTITY RECORDS FOR STEM LIFE COLLECTIVE	$20.00	
			Remit to:	SACRAMENTO, CA	$20.00	$60.00
SECURITY AND COMMUNICATIONS CONSULTING	8589	02/19/2013	01113	CONSULTING SVCS-CITYWIDE CAMERA SURVEILLANCE SYSTEM	$15,635.10	
			Remit to:	CLOVIS, CA	$15,635.10	$38,317.20
SECURITY LOCK & KEY	8423	02/04/2013	25654	REPAIR OF DOOR LOCK AT FIRE STATION 99	$114.22	
			Remit to:	YUCAIPA, CA	$114.22	$5,840.36

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
SECURITY LOCK & KEY	8590	02/19/2013	25741	LOCK REPAIRS & DUPLICATE KEYS-SKATE PARK SNACK BAR	$99.59	
			Remit to:	YUCAIPA, CA	$99.59	$5,840.36
SERTA MATTRESS	216121	02/25/2013	00165501-001	MATTRESSES FOR FIRE STATION 91	$3,602.32	
			Remit to:	MORENO VALLEY, CA	$3,602.32	$3,602.32
SHARRETT, SHARON K.	8533	02/11/2013	130201	RETIREE MED FEB '13-ADJ FOR JAN UNDERPMT	$180.93	
			Remit to:	ONTARIO, CA	$180.93	$1,175.79
SHEFFIELD FORECLOSURE RENOVATION	215962	02/11/2013	MV0236	FINAL REHAB COSTS FOR NSP PROPERTY AT 23974 HEMLOCK	$11,909.02	
			Remit to:	RIVERSIDE, CA	$11,909.02	$28,034.94
SHELDON, STUART H.	215963	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	MURRIETA, CA	$318.73	$2,231.11
SHELL OIL CO.	215844	02/04/2013	065159196301	FUEL PURCHASE-M&O TREE CREW	$21.01	
			Remit to:	COLUMBUS, OH	$21.01	$15,496.57
SHELL OIL CO.	216060	02/19/2013	065124489302	FUEL PURCHASES-PD MOTORCYCLES	$1,058.23	
			Remit to:	COLUMBUS, OH	$1,058.23	$15,496.57
SHELLY LE BROUSSEAU	215871	02/04/2013	R12-056991	ANIMAL SERVICES REFUND	$75.00	
			Remit to:	CANYON LAKE, CA	$75.00	$75.00
SINGER & COFFIN, APC	8534	02/11/2013	2860	LEGAL SERVICES - MORENO BEACH PH II	$14,254.48	
			Remit to:	IRVINE, CA	$14,254.48	$41,888.37

MV00194946

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
SIRE TECHNOLOGIES/HYLAND SOFTWARE	8424	02/04/2013	196703	SIRE AGENDA TO GO ENTERPRISE LICENSING & ANNUAL MAINTENANCE	$3,226.04	
			Remit to:	WESTLAKE, OH	$3,226.04	$48,660.04
SIRE TECHNOLOGIES/HYLAND SOFTWARE	8592	02/19/2013	209256	20 SIRE EDMS AND 2 CAPTURE LICENSES, INCLUDING MAINT.	$19,140.00	
			Remit to:	WESTLAKE, OH	$19,140.00	$48,660.04
SKY PUBLISHING	215845	02/04/2013	13_1_63	FULL PAGE MAGAZINE AD-EARTH DAY FREE MULCH EVENT	$1,485.00	
			13_1_64	1/2 PAGE MAGAZINE AD-BULKY WASTE PROGRAM	$840.00	
			13_1_62	FULL PAGE MAGAZINE AD-EARTH DAY DECISION TREE	$1,485.00	
			Remit to:	MORENO VALLEY, CA	$3,810.00	$39,577.00
SKY TRAILS MOBILE VILLAGE	8535	02/11/2013	JAN 2013	REFUND UTILITY USER TAXES FOR EXEMPT RESIDENTS	$59.63	
			Remit to:	LOS ANGELES, CA	$59.63	$359.60
SLAGERMAN, SUSAN A.	8536	02/11/2013	130201	DEC '12 PD FEB '13	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$1,912.38
SMITH, MARIA A.	8537	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$2,231.11
SMOOTH TRANSITION, INC	215965	02/11/2013	SEPT-DEC 2012	CDBG REIMBURSEMENT-JOB READINESS PROGRAM	$2,500.00	
			Remit to:	RIVERSIDE, CA	$2,500.00	$2,500.00
SOCO GROUP, INC	8593	02/19/2013	685906	FUEL FOR CITY VEHICLES & EQUIPMENT	$7,143.07	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	PERRIS, CA	$7,143.07	$252,208.67
SOCO GROUP, INC	8627	02/25/2013	686698	FUEL FOR CITY VEHICLES & EQUIPMENT	$7,482.13	
			687465	FUEL FOR CITY VEHICLES & EQUIPMENT	$10,166.51	
			Remit to:	PERRIS, CA	$17,648.64	$252,208.67
SORRELLA CREATIVE DESIGN	216122	02/25/2013	0001-000002	50% OF FINAL FEE FOR MURAL	$3,406.25	
			Remit to:	RIVERSIDE, CA	$3,406.25	$11,038.75
SOUTHERN CALIFORNIA EDISON 1	215846	02/04/2013	JAN-13 2/4/13	ELECTRICITY	$5,939.11	
			DEC-12 2/4/13	ELECTRICITY	$125.57	
			Remit to:	ROSEMEAD, CA	$6,064.68	$2,002,624.83
SOUTHERN CALIFORNIA EDISON 1	215966	02/11/2013	JAN-13 2/11/13	ELECTRICITY	$6,169.80	
			Remit to:	ROSEMEAD, CA	$6,169.80	$2,002,624.83
SOUTHERN CALIFORNIA GAS CO.	216062	02/19/2013	10927739739 2/4	GAS CHARGES	$492.29	
			JAN-2013	GAS CHARGES	$10,365.16	
			Remit to:	MONTEREY PARK, CA	$10,857.45	$40,610.36
SOUTHWEST GERMAN SHEPHERD RESCUE	215874	02/04/2013	R12-056799	ANIMAL SERVICES REFUND	$75.00	
			Remit to:	PHOENIX, AZ	$75.00	$75.00
SPARKLETTS	215847	02/04/2013	7387294 010713	BOTTLED WATER/SVC-COTTONWOOD GOLF COURSE	$5.00	
			10050036 010213	BOTTLED WATER/SVC-EOC/ERF	$4.50	
			Remit to:	DALLAS, TX	$9.50	$904.41

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
SPARKLETTS	215969	02/11/2013	7364551 012313	BOTTLED WATER/SVC-SUNNYMEAD ELEMENTARY "A CHILDS PLACE"	$13.38	
			8742831 121312	BOTTLED WATER/SVC-EMPLOYMENT RESOURCE CENTER	$251.66	
			Remit to:	DALLAS, TX	$265.04	$904.41
SPARKLETTS	216063	02/19/2013	7364596 020213	BOTTLED WATER/SVC-CREEKSIDE ELEMENTARY "A CHILDS PLACE"	$14.63	
			Remit to:	DALLAS, TX	$14.63	$904.41
SPARKLETTS	216124	02/25/2013	7363683 020213	BOTTLED WATER/SVC-ARMADA ELEMENTARY "A CHILDS PLACE"	$18.45	
			10050036 020213	BOTTLED WATER/SVC-EOC/ERF	$93.18	
			Remit to:	DALLAS, TX	$111.63	$904.41
SPECK, GARY B.	8538	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$2,231.11
SPENCER, MARTHA	8539	02/11/2013	130201	RETIREE MED FEB '13-ADJ FOR JAN OVERPMT	$66.65	
			Remit to:	MORENO VALLEY, CA	$66.65	$1,422.59
SPINNAKER SUPPORT, LLC	8540	02/11/2013	INVS2-72587	JD EDWARDS ONEWORLD SUPPORT SERVICES 1/1/13-6/30/13	$15,862.00	
			Remit to:	DENVER, CO	$15,862.00	$15,862.00
SPRINT	8541	02/11/2013	417544340-074	CELLULAR PHONE SVC FOR PD GTF	$65.54	
			Remit to:	CAROL STREAM, IL	$65.54	$6,096.82
SPRINT	8594	02/19/2013	634235346-029	CELLULAR PHONE SVC FOR PD SET	$471.48	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	CAROL STREAM, IL	$471.48	$6,096.82
STA STUDENT TRANSPORTATION OF AMERICA	215848	02/04/2013	5432345	BUS SERVICE FOR VALLEY KIDS CAMP TRIPS	$1,196.10	
			5432341	BUS SERVICE FOR VALLEY KIDS CAMP TRIPS	$371.20	
			5432354	BUS SERVICE FOR VALLEY KIDS CAMP TRIPS	$797.40	
			Remit to:	RIVERSIDE, CA	$2,364.70	$8,455.20
STA STUDENT TRANSPORTATION OF AMERICA	215970	02/11/2013	5432678	BUS SERVICE FOR "A CHILD'S PLACE" FIELD TRIPS	$316.20	
			Remit to:	RIVERSIDE, CA	$316.20	$8,455.20
STANDARD INSURANCE CO	216001	02/11/2013	130201	SUPPLEMENTAL INSURANCE	$1,973.29	
			Remit to:	PORTLAND, OR	$1,973.29	$186,016.67
STANLEY CONVERGENT SECURITY SOLUTNS, INC	8426	02/04/2013	9870390	SECURITY SYSTEM MONITORING-PARKS SNACK BARS	$186.17	
			9859669	SECURITY SYSTEM MONITORING-PARK SNACK BAR	$227.16	
			Remit to:	RIVERSIDE, CA	$413.33	$22,146.67
STANLEY CONVERGENT SECURITY SOLUTNS, INC	8427	02/04/2013	9863667	ALARM SYSTEM MONITORING SVCS-RED MAPLE "A CHILD'S PLACE"	$354.00	
			Remit to:	PALATINE, IL	$354.00	$22,146.67
STANLEY CONVERGENT SECURITY SOLUTNS, INC	8542	02/11/2013	9892153	ALARM SYSTEM REPAIR-PUBLIC SAFETY BLDG.	$266.75	
			9892442	ALARM SYSTEM REPAIR-SENIOR CENTER	$306.50	
			9850354	ALARM SYSTEM MONITORING SVCS-ANNEX BLDG 1	$207.00	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	PALATINE, IL	$780.25	$22,146.67
STANLEY CONVERGENT SECURITY SOLUTNS, INC	8628	02/25/2013	9967714	ALARM SYSTEM MONITORING SVCS-ESA ANNEX	$105.00	
			9959814	ALARM SYSTEM MONITORING SVCS-SENIOR CENTER	$333.03	
			9967924	ALARM SYSTEM MONITORING SVCS-ANIMAL SHELTER	$249.99	
			9964734	ALARM SYSTEM MONITORING SVCS-FACILITIES ANNEX	$192.00	
			Remit to:	PALATINE, IL	$880.02	$22,146.67
STATE BOARD OF EQUALIZATION 1	8635	02/21/2013	013113	SALES & USE TAX FOR 1/1/13-1/31/13	$2,598.00	
			Remit to:	SACRAMENTO, CA	$2,598.00	$17,238.12
STATE DISBURSEMENT UNIT	8684	02/08/2013	CS130207	CHILD SUPPORT WITHHOLDING	$2,007.44	
			Remit to:	WEST SACRAMENTO, CA	$2,007.44	$39,167.95
STATE DISBURSEMENT UNIT	8689	02/22/2013	CS130221	CHILD SUPPORT WITHHOLDING	$2,020.48	
			Remit to:	WEST SACRAMENTO, CA	$2,020.48	$39,167.95
STATE OF CALIFORNIA DEPT. OF JUSTICE	215849	02/04/2013	917253 (PR)	FINGERPRINTING SVCS-PARKS/RECREATION	$158.00	
			917253 (OEM)	FINGERPRINTING SVCS-VOLUNTEER SVCS	$32.00	
			Remit to:	SACRAMENTO, CA	$190.00	$23,666.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	215971	02/11/2013	951745	BLOOD ALCOHOL ANALYSIS FOR PD	$315.00	
			906810 a	FINGERPRINTING SVCS-PD CITIZEN PATROL	$128.00	
			Remit to:	SACRAMENTO, CA	$443.00	$23,666.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
STATE OF CALIFORNIA DEPT. OF JUSTICE	216064	02/19/2013	948159 (BL)	FINGERPRINTING SVCS-BUS. LICENSE RELATED	$32.00	
			943286 (BL)	FINGERPRINTING SVCS-BUS. LICENSE RELATED	$32.00	
			943286 (HR)	FINGERPRINTING SVCS-HR DEPT/EMPLOYMENT RELATED	$544.00	
			948159 (HR)	FINGERPRINTING SVCS-HR DEPT/EMPLOYMENT RELATED	$160.00	
			948159 (SRTS)	FINGERPRINTING SVCS-SRTS PROGRAM	$32.00	
			943286 (SRTS)	FINGERPRINTING SVCS-SRTS PROGRAM	$192.00	
			Remit to:	SACRAMENTO, CA	$992.00	$23,666.00
STATE WATER RESOURCES CONTROL BOARD	215972	02/11/2013	SW-0056289	ANNUAL PERMIT FEE - SR-60/NASON BRIDGE	$543.00	
			Remit to:	SACRAMENTO, CA	$543.00	$30,872.00
STEVE SALAIZ	216119	02/25/2013	FEB-2013	INSTRUCTOR SVCS-TAE KWON DO CLASS	$39.00	
			Remit to:	MIRA LOMA, CA	$39.00	$117.00
STEVE'S VALLEY NURSERY	215850	02/04/2013	11468	SEED TOPPER SOIL FOR PARKS	$27.00	
			Remit to:	MORENO VALLEY, CA	$27.00	$27.00
STEWART, CLIFFORD	8543	02/11/2013	130201	RETIREE MED FEB '13-ADJ FOR JAN OVERPMT	$150.04	
			Remit to:	GLENDALE, AZ	$150.04	$1,778.68
STK ARCHITECTURE, INC.	8544	02/11/2013	19659	CONSULTING SERVICES - MORRISON PARK FIRE STATION	$15,922.62	
			Remit to:	TEMECULA, CA	$15,922.62	$121,728.31

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
STK ARCHITECTURE, INC.	8595	02/19/2013	19698	CITY HALL RESTROOM REMODEL-DESIGN SERVICES	$2,308.00	
			Remit to:	TEMECULA, CA	$2,308.00	$121,728.31
STRADLING, YOCCA, CARLSON & RAUTH	215973	02/11/2013	276393-0036	LEGAL SERVICES	$8,680.50	
			276398-0000	LEGAL SERVICES	$375.00	
			Remit to:	NEWPORT BEACH, CA	$9,055.50	$61,016.53
STREICH, TERRY L.	215974	02/11/2013	130201	VSP FEB '13 PD FEB '13	$30.33	
			Remit to:	MORENO VALLEY, CA	$30.33	$1,428.46
STRICKLER ASSOCIATION, THE	8629	02/25/2013	4300	CONSULTANT SVCS-REGARDING PARCEL AT CACTUS & 215 RIGHT OF WAY	$308.75	
			Remit to:	SAN BERNARDINO, CA	$308.75	$10,978.73
STROHMAN ENTERPRISE	215975	02/11/2013	5947	GPS NAVIGATIONAL UNITS FOR PD	$491.97	
			Remit to:	GLEN ALLEN, VA	$491.97	$491.97
SUE ALSUP	215866	02/04/2013	R12-054181	ANIMAL SERVICES REFUND	$20.00	
			Remit to:	HEMET, CA	$20.00	$20.00
SUNNYMEAD ACE HARDWARE	216065	02/19/2013	50114	MISC. SUPPLIES FOR PD	$10.79	
			50146	MISC. SUPPLIES FOR PD	$46.42	
			Remit to:	MORENO VALLEY, CA	$57.21	$929.82
SUPERIOR ELECTRICAL ADVERTISING	216014	02/11/2013	BL#06486-YR2013	REFUND OVERPAYMENT FOR B/L #06486	$60.66	
			Remit to:	LONG BEACH, CA	$60.66	$60.66
SUSAN SOLIMAN	216088	02/19/2013	RCT#0320419	REFUND-CERT CLASS REGIS FEE	$15.00	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	MORENO VALLEY, CA	$15.00	$15.00
TAX COMPLIANCE SERVICES	215851	02/04/2013	2012-2013 STMT 6	UUT AUDIT & CONSULTING SERVICES	$5,000.00	
			Remit to:	THOUSAND OAKS, CA	$5,000.00	$35,000.00
THELMA GREENAWAY	215869	02/04/2013	R13-057385	ANIMAL SERVICES REFUND	$50.00	
			Remit to:	MORENO VALLEY, CA	$50.00	$50.00
THERMAL COMBUSTION INNOVATORS	215852	02/04/2013	102090	BIOHAZARD MEDICAL WASTE DISPOSAL SVCS FOR ANIMAL SHELTER	$71.05	
			100443	BIOHAZARD MEDICAL WASTE DISPOSAL SVCS FOR ANIMAL SHELTER	$71.12	
			Remit to:	COLTON, CA	$142.17	$726.03
TIMBERLAKE CONSTRUCTION	216148	02/25/2013	DEPOSIT REFUND	REFUND OF REMAINING BALANCE IN DEPOSIT ACCOUNT	$116.00	
			Remit to:	OKLAHOMA CITY, OK	$116.00	$116.00
TIMOTHY KRANTZ ENVIRONMENTAL CONSULTING	8596	02/19/2013	OCT '12-JAN '13	CONSULTANT SVCS-WORLD LOGISTICS CTR PEER REVIEW	$11,022.00	
			Remit to:	REDLANDS, CA	$11,022.00	$43,752.00
TR DESIGN GROUP, INC.	8546	02/11/2013	1679	CONSULTING SERVICES, DESIGN - TRANSPORTATION MGMT. CTR.	$128.88	
			1678	CONSULTING SERVICES, DESIGN - TRANSPORTATION MGMT. CTR.	$8,485.00	
			Remit to:	RIVERSIDE, CA	$8,613.88	$25,765.01
TRACEY CLEARY	215880	02/04/2013	MV3120815049	REFUND-CODE ADMIN CITATION	$57.50	
			Remit to:	RIVERSIDE, CA	$57.50	$57.50

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number		Invoice Description	Amount	FYTD
TRICHE, TARA	216144	02/25/2013	FEB-2013		INSTRUCTOR SVCS-DANCE CLASSES	$2,064.60	
				Remit to:	MORENO VALLEY, CA	$2,064.60	$16,257.00
TROPICAL PLAZA NURSERY, INC.	215977	02/11/2013	M51241		LANDSCAPE MAINT.-ZONE E-2	$6,101.66	
			M51195		IRRIGATION REPAIRS-ZONE E-2	$191.42	
			M51078		IRRIGATION REPAIRS-ZONE E-2	$242.75	
				Remit to:	VILLA PARK, CA	$6,535.83	$79,008.79
TROPICAL PLAZA NURSERY, INC.	216066	02/19/2013	M51330		IRRIGATION REPAIRS-ZONE E-2	$74.42	
				Remit to:	VILLA PARK, CA	$74.42	$79,008.79
TROPICAL PLAZA NURSERY, INC.	216126	02/25/2013	M51375		LANDSCAPE MAINT.-ZONE E-2	$6,101.66	
				Remit to:	VILLA PARK, CA	$6,101.66	$79,008.79
TRUGREEN LANDCARE	8428	02/04/2013	7444435		INSTALLATION OF PLANT MATERIAL-ZONE E-16	$2,216.00	
				Remit to:	RIVERSIDE, CA	$2,216.00	$207,111.11
TRUGREEN LANDCARE	8547	02/11/2013	7443940		INSTALLATION OF PLANT MATERIAL-ZONE E-1A	$1,200.00	
				Remit to:	SAN FRANCISCO, CA	$1,200.00	$207,111.11
TRUGREEN LANDCARE	8597	02/19/2013	7463355		LANDSCAPE MAINT.-ZONE DSG-1	$5,121.57	
			7463358		LANDSCAPE MAINT.-ZONE E-4 & E-4A	$8,445.86	
			7463359		LANDSCAPE MAINT.-ZONE S	$914.65	
			7449992		PALM TREES TRIMMING & CLEAN UP-CFD #1	$630.00	
			7463354		LANDSCAPE MAINT.-ZONE M	$4,955.00	
			7463356		LANDSCAPE MAINT.-ZONE E-16	$2,485.00	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
TRUGREEN LANDCARE	8597	02/19/2013	7449993	PALM TREES TRIMMING & CLEAN UP-CFD #1	$725.00	
			7423706	INSTALLATION OF PLANT MATERIAL ON WEST SIDE OF CRC COURTYARD	$1,100.00	
			7449996	PALM TREES TRIMMING & CLEAN UP-CFD #1	$430.00	
			Remit to:	RIVERSIDE, CA	$24,807.08	$207,111.11
TRUGREEN LANDCARE	8630	02/25/2013	7464716	INSTALLATION OF PLANT MATERIAL-ZONE M	$4,504.00	
			Remit to:	RIVERSIDE, CA	$4,504.00	$207,111.11
U.S. HEALTHWORKS MEDICAL GROUP	215978	02/11/2013	2222718-CA	PRE-EMPLOYMENT-DOT PHYSICAL	$65.00	
			130067000 1/14	EMPLOYEE INJURY MEDICAL TREATMENT/FIRST AID	$320.36	
			Remit to:	LOS ANGELES, CA	$385.36	$2,607.34
UNDERGROUND SERVICE ALERT	8429	02/04/2013	1220120428 c	DIGALERT TICKETS SUBSCRIPTION SERVICE	$66.75	
			Remit to:	CORONA, CA	$66.75	$2,838.00
UNITED INSPECTION & TESTING INC	8548	02/11/2013	006287	CONSULTING SERVICES, GEOTECHNICAL - IRONWOOD AVE. IMPRVMNTS	$1,700.00	
			006286	CONSULTING SERVICES, GEOTECHNICAL - IRONWOOD AVE. IMPROVEMENTS	$1,185.00	
			006285	CONSULTING SERVICES, GEOTECHNICAL - IRONWOOD AVE. IMPROVEMENTS	$13,088.00	
			Remit to:	MORENO VALLEY, CA	$15,973.00	$24,265.50
UNITED POWER GENERATION, INC.	215979	02/11/2013	3355	GENERATOR PREVENTATIVE MAINT.-ANIMAL SHELTER	$955.00	
			3349	GENERATOR PREVENTATIVE MAINT.-FIRE ST. #2	$757.80	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
UNITED POWER GENERATION, INC.	215979	02/11/2013	3346	GENERATOR PREVENTATIVE MAINT.-FIRE ST. #91	$750.30	
			3348	GENERATOR PREVENTATIVE MAINT.-FIRE ST. #48	$750.30	
			3334	GENERATOR REPAIR AT ANIMAL SHELTER	$430.85	
			3347	GENERATOR PREVENTATIVE MAINT.-FIRE ST. #65	$750.30	
			3345	GENERATOR PREVENTATIVE MAINT.-FIRE ST. #6	$750.00	
			3356	GENERATOR PREVENTATIVE MAINT.-CITY YARD	$955.00	
			3344	GENERATOR PREVENTATIVE MAINT.-FIRE ST. #58	$770.00	
			Remit to:	RIVERSIDE, CA	$6,869.55	$6,869.55
UNITED ROTARY BRUSH CORP	8430	02/04/2013	273849	STREET SWEEPER BROOM KITS/RECONDITIONING	$453.02	
			274156	STREET SWEEPER BROOM KITS/RECONDITIONING AND REPAIR PART	$1,109.21	
			274072	STREET SWEEPER BROOM KITS/RECONDITIONING	$1,494.76	
			273771	STREET SWEEPER BROOM KITS/RECONDITIONING AND REPAIR PARTS	$1,448.57	
			274210	STREET SWEEPER REPAIR PART	$32.40	
			Remit to:	ESCONDIDO, CA	$4,537.96	$24,097.25
UNITED ROTARY BRUSH CORP	8631	02/25/2013	274308	STREET SWEEPER BROOM KITS/RECONDITIONING AND REPAIR PARTS	$1,321.93	
			Remit to:	ESCONDIDO, CA	$1,321.93	$24,097.25

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
UNITED WAY OF INLAND VALLEYS	215980	02/11/2013	130124	U W CONTRIBUTIONS	$243.00	
			Remit to:	RIVERSIDE, CA	$243.00	$6,838.00
UNITED WAY OF INLAND VALLEYS	215981	02/11/2013	2012 - DONATION	DONATION FROM 2012 EMPLOYEE GIVING CAMPAIGN	$1,700.00	
			Remit to:	RIVERSIDE, CA	$1,700.00	$6,838.00
UNITED WAY OF INLAND VALLEYS	216067	02/19/2013	130207	U W CONTRIBUTIONS	$261.00	
			Remit to:	RIVERSIDE, CA	$261.00	$6,838.00
UNIVAR USA, INC	216068	02/19/2013	RV566625	AG CHEMICALS FOR CFD #1 PARKS	$322.93	
			RV566584	AG CHEMICALS FOR CONTRACT AREAS	$1,123.20	
			Remit to:	LOS ANGELES, CA	$1,446.13	$6,977.37
URBAN CROSSROADS, INC.	215853	02/04/2013	23640	PROFESSIONAL ENGINEERING SERVICES, HIGHLAND FRVW. CACTUS/NASON	$1,935.00	
			Remit to:	IRVINE, CA	$1,935.00	$6,925.00
URBAN LOGIC CONSULTANTS, INC	8549	02/11/2013	2013-117	PEER REVIEW OF ENVIR. DOCS-HARBOR FREIGHT TOOLS EXPANSION PROJ.	$11,450.00	
			Remit to:	TEMECULA, CA	$11,450.00	$35,800.00
VA CONSULTING, INC.	8598	02/19/2013	30866	CONSULTING SERVICES, SURVEY - AUTO MALL UPGRADES	$1,236.25	
			Remit to:	IRVINE, CA	$1,236.25	$4,404.46
VACATE PEST ELIMINATION COMPANY	8599	02/19/2013	38968	PEST CONTROL SERVICE-UTILITY FIELD OFFICE	$45.00	
			38966	PEST CONTROL SERVICE-TOWNGATE COMM. CTR.	$45.00	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
VACATE PEST ELIMINATION COMPANY	8599	02/19/2013	38965	PEST CONTROL SERVICE-FIRE ST. #48	$45.00	
			39280	PEST CONTROL SERVICE-TRANSP. TRAILER	$45.00	
			38972	PEST CONTROL SERVICE-LIBRARY	$55.00	
			39127	PEST CONTROL SERVICE-CITY HALL	$75.00	
			39126	PEST CONTROL SERVICE-EOC	$55.00	
			39276	PEST CONTROL SERVICE-CITY YARD	$115.00	
			39139	PEST CONTROL SERVICE-MARCH FIELD PARK COMM. CTR.	$45.00	
			39135	PEST CONTROL SERVICE-ANNEX BLDG 1	$55.00	
			38973	PEST CONTROL SERVICE-FIRE ST. #58	$45.00	
			39125	PEST CONTROL SERVICE-GOLF COURSE PRO SHOP	$45.00	
			38974	PEST CONTROL SERVICE-SENIOR CENTER	$55.00	
			38971	PEST CONTROL SERVICE-FIRE ST. #6	$45.00	
			38976	PEST CONTROL SERVICE-FIRE ST. #91	$45.00	
			39138	PEST CONTROL SERVICE-MARCH FIELD BLDG 823	$45.00	
			38929	PEST CONTROL SERVICE-FIRE ST. #65	$45.00	
			39136	PEST CONTROL SERVICE-ANIMAL SHELTER	$115.00	
			39128	PEST CONTROL SERVICE-CONFERENCE & REC CTR.	$75.00	
			39130	PEST CONTROL SERVICE-PUBLIC SAFETY BLDG	$75.00	
			38975	PEST CONTROL SERVICE-FIRE ST. #2	$45.00	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	MORENO VALLEY, CA	$1,215.00	$9,605.00
VALLEY CITIES GONZALES FENCE CO	8600	02/19/2013	2328	FENCE INSTALLATION FOR MV UTILITY	$500.00	
			Remit to:	NORCO, CA	$500.00	$13,460.00
VALLEY CITIES GONZALES FENCE CO	216017	02/11/2013	2358	FENCE INSTALLATION, ETC. FOR MARCH FIELD PARK SOCCER ARENA	$12,960.00	
			Remit to:	NORCO, CA	$12,960.00	$13,460.00
VAS ASSOCIATES, INC.	8431	02/04/2013	174	CONSULTING SERVICES, ENGINEERING - CACTUS/NASON	$16,680.00	
			Remit to:	CORONA, CA	$16,680.00	$152,040.00
VASQUEZ, CAROL	215982	02/11/2013	130201	JAN '13 PD FEB '13	$318.73	
			Remit to:	RIALTO, CA	$318.73	$318.73
VERIZON	216127	02/25/2013	EQN6913105-13028	BACKBONE COMMUNICATION CHARGES	$1,755.81	
			Remit to:	TRENTON, NJ	$1,755.81	$14,103.29
VERIZON CALIFORNIA	216128	02/25/2013	951 UH2-7052/FEB	PHONE CHARGES-ERC	$623.89	
			Remit to:	DALLAS, TX	$623.89	$5,977.89
VERIZON WIRELESS	215983	02/11/2013	1154232162	CELLULAR SERVICE FOR PD TICKET WRITERS	$159.45	
			Remit to:	DALLAS, TX	$159.45	$1,163.25
VERTEX, INC.	8550	02/11/2013	4093034	PAYROLL TAX SOFTWARE QUARTERLY MAINT. PAYMENT	$847.80	
			Remit to:	BERWYN, PA	$847.80	$2,482.92
VICTOR KAMINSKY	216092	02/19/2013	MV4121022018	REFUND-CITATION DISMISSED-CODE	$75.50	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	IRVINE, CA	$75.50	$75.50
VIGIL, ERNEST	8551	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$2,231.11
VINCENT, CLARENCE	215984	02/11/2013	130201	DEC '12 & 1/2 JAN '13 PD FEB '13	$478.10	
			Remit to:	MORENO VALLEY, CA	$478.10	$17,436.87
VISION SERVICE PLAN	8552	02/11/2013	130101	EMPLOYEE VISION INSURANCE	$4,270.79	
			130201	EMPLOYEE VISION INSURANCE	$3,576.33	
			Remit to:	SAN FRANCISCO, CA	$7,847.12	$31,346.42
VOYAGER FLEET SYSTEM, INC.	8432	02/04/2013	869211615252	CNG FUEL PURCHASES	$2,200.23	
			Remit to:	HOUSTON, TX	$2,200.23	$15,792.29
VOYAGER FLEET SYSTEM, INC.	8601	02/19/2013	869211615304	CNG FUEL PURCHASES	$1,834.41	
			Remit to:	HOUSTON, TX	$1,834.41	$15,792.29
VULCAN MATERIALS CO, INC.	215854	02/04/2013	244137	ASPHALTIC MATERIALS	$144.76	
			Remit to:	SAN BERNARDINO, CA	$144.76	$15,326.26
VULCAN MATERIALS CO, INC.	215855	02/04/2013	249998	ASPHALTIC MATERIALS	$290.45	
			249997	ASPHALTIC MATERIALS	$110.16	
			237529	ASPHALTIC MATERIALS	$110.62	
			237530	ASPHALTIC MATERIALS	$109.19	
			Remit to:	LOS ANGELES, CA	$620.42	$15,326.26
VULCAN MATERIALS CO, INC.	216069	02/19/2013	257459	ASPHALTIC MATERIALS	$344.80	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
VULCAN MATERIALS CO, INC.	216069	02/19/2013	262296	ASPHALTIC MATERIALS	$145.81	
			Remit to:	LOS ANGELES, CA	$490.61	$15,326.26
VULCAN MATERIALS CO, INC.	216129	02/25/2013	271357	ASPHALTIC MATERIALS	$110.16	
			271359	ASPHALTIC MATERIALS	$146.51	
			271358	ASPHALTIC MATERIALS	$146.51	
			268610	ASPHALTIC MATERIALS	$112.30	
			266049	ASPHALTIC MATERIALS	$290.45	
			266048	ASPHALTIC MATERIALS	$145.09	
			Remit to:	LOS ANGELES, CA	$951.02	$15,326.26
WAGGONER JR., GLENN C.	8553	02/11/2013	130201	DEC '12 PD FEB '13	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$1,978.21
WAGNER, GARY D.	8554	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$2,231.11
WAGNER, MARIANNE K	216021	02/11/2013	130201	JAN-FEB '13, PD FEB '13	$637.46	
			Remit to:	MORENO VALLEY, CA	$637.46	$637.46
WAGONER, ROBERT	8555	02/11/2013	130201	DEC '12-JAN '13 PD FEB 13	$362.80	
			Remit to:	ZEPHYRHILLS, FL	$362.80	$1,088.40
WAGY, CARYLON	215985	02/11/2013	130201	JAN-FEB '13 PD FEB '13	$421.48	
			130201A	DEC'12-JAN '13, PD FEB '13	$209.80	
			Remit to:	MORENO VALLEY, CA	$631.28	$1,806.24
WALGREEN'S	216016	02/11/2013	12355004	REFUND DUPLICATE PAYMENT CITATION	$30.00	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	RIVERSIDE, CA	$30.00	$30.00
WEST COAST ARBORISTS, INC.	8556	02/11/2013	85402	TREE TRIMMING & REMOVAL SERVICES-ZONE E-4	$6,720.00	
			85186	TREE TRIMMING & REMOVAL SERVICES-ZONE E-3 & E-4	$3,990.00	
			Remit to:	ANAHEIM, CA	$10,710.00	$37,750.00
WEST COAST ARBORISTS, INC.	8602	02/19/2013	84878	TREE AND STUMP REMOVAL - PERRIS/PVSD TO CACTUS	$840.00	
			Remit to:	ANAHEIM, CA	$840.00	$37,750.00
WEST COAST ARBORISTS, INC.	8632	02/25/2013	85762	TREE TRIMMING SERVICES-ZONE E-1	$1,225.00	
			85763	TREE TRIMMING & REMOVAL SERVICES-ZONE E-4	$6,230.00	
			Remit to:	ANAHEIM, CA	$7,455.00	$37,750.00
WEST PAYMENT CENTER	216070	02/19/2013	6084234657	LEGAL LIBRARY PUBLICATION	$236.53	
			Remit to:	CAROL STREAM, IL	$236.53	$10,155.72
WESTERN PACIFIC SIGNAL, LLC	216130	02/25/2013	16861	BRAILLE LETTERING FOR ACCESSIBLE PEDESTRIAN SIGNAL	$777.36	
			Remit to:	SAN LEANDRO, CA	$777.36	$6,884.38
WIBERG, CHRISTOPHER	215987	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	ANAHEIM, CA	$318.73	$2,231.11
WIELIN, RONALD A.	8557	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	BANNING, CA	$318.73	$2,231.11

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
WILLDAN ENGINEERING	215988	02/11/2013	002-12941	PLAN CHECK & INSPECTION SVCS FOR BLDG & SAFETY DEPT.	$10,012.50	
			002-12816	PLAN CHECK & INSPECTION SVCS FOR BLDG & SAFETY DEPT.	$7,147.50	
			Remit to:	ANAHEIM, CA	$17,160.00	$179,647.78
WILLDAN ENGINEERING	215989	02/11/2013	007-11467	PEER REVIEW OF EIR FOR PROLOGIS PARK MV EUCALYPTUS PROJECT	$1,260.57	
			007-11450	PEER REVIEW OF EIR FOR PROLOGIS PARK MV EUCALYPTUS PROJECT	$5,535.00	
			Remit to:	ANAHEIM, CA	$6,795.57	$179,647.78
WILLDAN FINANCIAL SERVICES	215990	02/11/2013	010-19828	CSD NEEDS ASSESSMENT REVIEW SERVICES	$5,200.00	
			Remit to:	TEMECULA, CA	$5,200.00	$31,760.00
WILLDAN FINANCIAL SERVICES	216131	02/25/2013	010-19747	ARBITRAGE REBATE SERVICES - TABS	$2,500.00	
			Remit to:	TEMECULA, CA	$2,500.00	$31,760.00
WILLIAMS, AUBREY GERALD	216132	02/25/2013	010513	SPORTS OFFICIATING SVCS-BASKETBALL	$75.00	
			Remit to:	MORENO VALLEY, CA	$75.00	$75.00
WILLIAMS, LARRY	8558	02/11/2013	130201	JAN-NOV '12 PD FEB '13	$3,382.93	
			Remit to:	HEMET, CA	$3,382.93	$3,382.93
WILSON-BEILKE, DENESE	215991	02/11/2013	130201	JAN - DEC '12 PD FEB '13	$3,824.76	
			Remit to:	GLENDORA, CA	$3,824.76	$3,824.76
WRCRCA	216133	02/25/2013	JAN-2013 MSHCP	MSHCP FEES COLLECTED FOR JAN 2013	$6,662.97	
			Remit to:	RIVERSIDE, CA	$6,662.97	$412,949.43

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
WURM'S JANITORIAL SERVICES, INC.	8433	02/04/2013	21496	SPECIAL CLEANING AT COTTONWOOD GOLF CENTER 9/1/12	$120.00	
			Remit to:	CORONA, CA	$120.00	$194,651.75
WURM'S JANITORIAL SERVICES, INC.	8603	02/19/2013	21968	JANITORIAL SVCS-TOWNGATE COMM. CTR.	$691.38	
			21959	JANITORIAL SVCS-LIBRARY	$1,771.79	
			21965	JANITORIAL SVCS-SENIOR CENTER	$1,916.18	
			21962	JANITORIAL SVCS-GANG TASK FORCE OFFICE	$112.82	
			21960	JANITORIAL SVCS-MARCH FIELD PARK COMM. CTR.	$955.70	
			21961	JANITORIAL SVCS-PUBLIC SAFETY BLDG	$5,564.25	
			21958	JANITORIAL SVCS-FACILITIES ANNEX	$124.29	
			21957	JANITORIAL SVCS-ESA ANNEX	$735.73	
			21955	JANITORIAL SVCS-EOC	$688.36	
			21953	JANITORIAL SVCS-CITY YARD & TRANSP. TRAILER	$445.30	
			21952	JANITORIAL SVCS-CITY HALL	$4,588.23	
			21969	JANITORIAL SVCS-TS ANNEX	$453.43	
			Remit to:	CORONA, CA	$18,047.46	$194,651.75
XEROX CAPITAL SERVICES, LLC	215856	02/04/2013	066021372	COPIER LEASE & BILLABLE PRINTS FOR GRAPHICS DEPT.	$1,357.55	
			065791786	COPIER LEASE FOR GRAPHICS DEPT.	$394.36	
			Remit to:	PASADENA, CA	$1,751.91	$31,233.40
XEROX CAPITAL SERVICES, LLC	215992	02/11/2013	066021371	COPIER LEASE/BILLABLE PRINTS FOR PARKS DEPT.	$1,525.28	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	PASADENA, CA	$1,525.28	$31,233.40
XEROX CAPITAL SERVICES, LLC	216071	02/19/2013	066342305	COPIER LEASE/BILLABLE PRINTS FOR PARKS DEPT.	$744.26	
			066342304	COPIER RENTAL/MAINT. FOR PD	$84.16	
			Remit to:	PASADENA, CA	$828.42	$31,233.40
YAMASHITA, JULIA J.	8559	02/11/2013	130201	DEC '12 PD FEB '13	$139.90	
			Remit to:	LAGUNA WOODS, CA	$139.90	$839.40
ZARA TERRELL	216003	02/11/2013	WINTER 2012/13	TUITION REIMBURSEMENT	$1,500.00	
			Remit to:	MORENO VALLEY, CA	$1,500.00	$1,500.00
ZUMAR INDUSTRIES, INC.	8434	02/04/2013	0142747	SIGN MATERIALS	$231.88	
			Remit to:	SANTA FE SPRINGS, CA	$231.88	$509.34

TOTAL CHECKS UNDER $25,000	**$1,451,906.17**
GRAND TOTAL	**$17,449,090.98**

MV00194966

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: April 23, 2013

TITLE: AUTHORIZE SUBMISSION OF GRANT APPLICATIONS FOR THE CALIFORNIA FEDERAL LANDS ACCESS PROGRAM

RECOMMENDED ACTION

Recommendation:

1. Authorize the submission of two grant applications for the California Federal Lands Access Program to the Office of Federal Lands Highway, Federal Highway Administration (FHWA).

BACKGROUND

The Federal Lands Access Program (Access Program) presents an opportunity for local entities to obtain funding for a variety of transportation projects accessing Federal Lands in the State of California. This new program was established by the Moving Ahead for Progress in the 21st Century (MAP-21), the new transportation authorization that was signed into law by the President on July 6, 2012, and was officially enacted on October 1, 2012. The goal of the Access Program is to improve transportation facilities that provide access to, are adjacent to, or are located within Federal lands. The Access Program supplements State and local resources for public roads, transit systems, and other transportation facilities, with an emphasis on recreation sites and economic generators. Access Program funds are intended for design, construction, or reconstruction and are not intended for maintenance projects (e.g., crack sealing, chip seal, potholes, or drainage repair). Application packages are due to the Office of Federal Lands Highway by April 30, 2013.

DISCUSSION

March Air Reserve Base (MARB) is a Federal installation located on Federal Lands. MARB has frequent airshows and the March Joint Powers Authority (MJPA) plans for

General Aviation as a part of its joint use agreement with MARB meet the recreational requirements for the Access Program. The economic generator benefits of MARB have been documented in several documents prepared for the Base. Roadways providing access to, and that are adjacent to MARB, are eligible for potential grant projects.

It is the intent of staff to submit two grant applications for the following projects:

- Improvements to Cactus Avenue third eastbound lane between Veteran's Way and Heacock Street; Improvements to Heacock Street between Cactus Avenue and San Michele Road.
- Improvements to Heacock Street between San Michele Road and Harley Knox Boulevard.

As part of the grant application, an endorsement from the MARB is required. Staff is in the process of obtaining that endorsement.

ALTERNATIVES

1. Authorize the submission of grant applications for the California Federal Lands Access Program. *Staff recommends this action so that grant applications can be submitted to the Office of Federal Lands Highway before the April 30, 2013 deadline.*

2. Do not authorize the submission of grant applications for the California Federal Lands Access Program. *If such authority is not granted, the City will not submit grant applications to the Office of Federal Lands Highway for projects providing access to the MARB.*

FISCAL IMPACT

All applications for the California Federal Lands Access Program require a commitment of 11.47 percent matching funding from the agency submitting the application. If a project is selected for the Access Program, the scope of work and estimated cost would be negotiated with the FHWA prior to an Agreement being executed. Therefore, the match amount is unknown at this time. However, if a project is selected, any Agreement would require consideration and approval by City Council. The source of the matching funds would come from available Gas Tax funds (Fund 2000) and/or Measure A funds (Fund 2001). These funds may be used only to implement transportation related programs. There is no impact to the General Fund with this action.

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:
Develop a variety of city revenue sources and policies to create a stable revenue base and fiscal policies to support essential city services, regardless of economic climate.

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous materials incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

Prepared By:
Michael Lloyd
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Eric Lewis, P.E. T.E.
City Traffic Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Abdul Ahmad, Fire Chief

AGENDA DATE: April 23, 2013

TITLE: APPROVE THE COOPERATIVE AGREEMENT WITH THE RIVERSIDE COUNTY FIRE DEPARTMENT FOR FIRE PROTECTION, FIRE PREVENTION, RESCUE, AND MEDICAL EMERGENCY SERVICES

RECOMMENDED ACTION

Recommendations:

1. Approve the Cooperative Agreement with the Riverside County Fire Department for Fire Protection, Fire Prevention, Rescue and Medical Emergency Services.

2. Authorize the Mayor to execute the Cooperative Agreement.

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Cooperative Agreement with the Riverside County Fire Department for Fire Protection, Fire Prevention, Rescue and Medical Emergency Services was presented on April 8 to the Public Safety Subcommittee. The Subcommittee reviewed the Agreement and recommended that it be presented to City Council for approval.

BACKGROUND

Since 1985, the City of Moreno Valley has received fire protection services through a Cooperative Agreement with the Riverside County Fire Department. This Agreement has been renewed on five separate occasions: 1990, 1993, 1997, 2002, and 2009. The current Agreement between the City and the County expired on June 30, 2012; however, per Section IV, Sections C and D, the County of Riverside notified the City on June 21, 2012 that an extension of that agreement was granted for one full year due to negotiation delays between the County of Riverside and the State of California.

DISCUSSION

The new Cooperative Agreement for Fire Protection, Fire Prevention, Rescue and Medical Emergency Services between the City of Moreno Valley and the County of Riverside has been reviewed by the City Attorney's Office and Riverside County Counsel's Office and has been approved by both legal counsels. The agreement will be effective from July 1, 2013 through June 30, 2016. The salient provisions of the Agreement are as follows:

1. The Agreement expires on June 20, 2016. One (1) year prior to the end of the Agreement, the City shall give the County written notice if they intend to enter into a new Agreement.

2. Either party may terminate the Agreement by providing written notice of termination to the other party no less than one (1) year prior to the expiration date of the Agreement. In no event shall this Agreement be terminated by either party after June 30, 2015.

3. In the event that the City requires a reduction of services or CAL FIRE employees, the city shall provide one hundred twenty (120) days written notice to the County.

4. As provided in Health and Safety Code Section 13009, the County may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using City equipment and personnel under the terms of this Agreement, the County may, on request of the City, bring such an action for collection of costs incurred by the City. In the event of recovery, the County shall apportion to the City its pro-rata proportion of recovery, less the reasonable pro-rata costs including legal fees.

ALTERNATIVES

1. Approve and authorize the recommended action as presented in this staff report. *This alternative will update the existing Fire Services Cooperative Agreement between the City of Moreno Valley and the County of Riverside.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative would require City Council to provide direction to staff.*

FISCAL IMPACT

Funds for this Agreement are allocated each fiscal year as part of the City Council budget adoption process. No additional funds are being requested to support this agreement.

CITY COUNCIL GOALS

1. Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

2. Positive Environment. Create a positive environment for the development of Moreno Valley.

ATTACHMENTS

Attachment 1 Cooperative Agreement for Fire Protection Services

Prepared By:
Cynthia Owens
Management Assistant

Department Head Approval:
Abdul Ahmad
Fire Chief

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

A COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF MORENO VALLEY

THIS AGREEMENT, made and entered into this ____ day of _____, 2013, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department, (hereinafter referred to as "COUNTY") and the City of Moreno Valley, a duly created city, (hereinafter referred to as "CITY"), whereby it is agreed as follows:

SECTION I: PURPOSE

The purpose of this Agreement is to arrange for COUNTY, through its Cooperative Fire Programs Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") with the California Department of Forestry and Fire Protection ("CAL FIRE") to provide CITY with fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists (hereinafter called "Fire Services"). This Agreement is entered into pursuant to the authority granted by Government Code Sections 55603, 55603.5, 55606, 55632 and 55642, and will provide a unified, cooperative, integrated, and effective fire services system. COUNTY's ability to perform under this Agreement is subject to the terms and conditions of the CAL FIRE Agreement.

SECTION II: DESIGNATION OF FIRE CHIEF

A. The County Fire Chief appointed by the Board of Supervisors, or his designee, (hereinafter referred to as "Chief") shall represent COUNTY and CITY during the period of this Agreement and Chief shall, under the supervision and direction of the County Board of Supervisors, have charge of the organization described in Exhibit "A", attached hereto and made a part hereof, for the purpose of providing Fire Services as deemed necessary to satisfy the needs of both the COUNTY and CITY, except upon those lands wherein other agencies of government have responsibility for the same or similar Fire Services.

B. CITY may budget for the position of a Deputy Chief or a Division Fire Chief or COUNTY may assign an existing Chief Officer as the Contract City representative ("City Representative"). The Chief may delegate certain authority to the City Representative, as the Chief's duly authorized designee and the City Representative shall be responsible for directing the Fire Services provided to CITY as set forth in Exhibit "A".

C. COUNTY will be allowed flexibility in the assignment of available personnel and equipment in order to provide the Fire Services as agreed upon herein.

D. CITY provides Fire Protection and Planning Services through the City Fire Marshal. The City Fire Marshal is under the supervision of and reports to the City Fire Chief.

SECTION III: PAYMENT FOR SERVICES

A. CITY shall annually appropriate a fiscal year budget to support the Fire Services designated at a level of service mutually agreed upon by both parties and as set forth in Exhibit "A." This Exhibit may be amended in writing by mutual agreement by both parties in the event of an increase and/or decrease of salary or expenses or when CITY requests an increase and/or decrease in services.

1. Any changes to the salaries or expenses set forth in Exhibit "A" made necessary by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes in the level of salaries or expenses, shall be paid from the funds represented as set forth in Exhibit "A." There shall be no obligation on the part of CITY to expend or appropriate any sum in excess of Exhibit "A" which exceeds the yearly appropriation of CITY for the purposes of this Agreement. If within thirty (30) days after notice, in writing, from COUNTY to CITY that the actual cost of maintaining the services specified in Exhibit "A" as a result of action by the Legislature, CAL FIRE or other public agency will exceed the total amount specified therein, and CITY has failed to agree to make available the necessary additional funds, COUNTY shall have the right to unilaterally reduce the services furnished under this Agreement by an appropriate amount and shall promptly notify CITY, in writing, specifying the services to be reduced. Personnel reductions resulting solely due to an increase in employee salaries or expenses occurring after signing this Agreement and set forth in Exhibit "A" to this Agreement shall not be subject to relocation expense reimbursement by CITY, as outlined in Section III, B. If CITY desires to add funds to the total included herein to cover the cost of increased salaries or services necessitated by actions described herein, such increase shall be accomplished by an amendment to Exhibit "A" and approved by the parties hereto.

2. In the event CITY requests an increase in services and paragraph A.1. of this Section is not applicable, an amendment to Exhibit "A" may be approved by the parties hereto.

B. COUNTY provides fire personnel, equipment and services through its CAL FIRE Agreement. In the event CITY desires a reduction in CAL FIRE or COUNTY civil service employees or services assigned to CITY as provided for in Exhibit "A," when paragraph A.1. of this Section is not applicable, CITY shall provide one hundred twenty (120) days written notice of the requested reduction. Proper notification shall include the following: (1) The total amount of reduction; (2) The effective date of the reduction; and (3) The number of employees, by classification, affected by the proposed reduction. If such notice is not provided, CITY shall reimburse COUNTY for relocation costs

incurred by COUNTY because of the reduction, in addition to any other remedies available resulting from the reduction in services.

C. CITY shall pay COUNTY actual costs for Fire Services pursuant to this Agreement in an amount not to exceed that set forth in Exhibit "A," as amended. COUNTY shall make a claim to CITY for the actual cost of contracted services, pursuant to Exhibit "A," on a quarterly basis. CITY shall pay each claim within thirty (30) days after receipt thereof.

D. Chief may be authorized to negotiate and execute any amendments to Exhibit "A" of this Agreement on behalf of COUNTY as authorized by the Board of Supervisors. CITY shall designate a "Contract Administrator" who shall, under the supervision and direction of CITY, be authorized to execute amendments to Exhibit "A" on behalf of CITY.

E. ____ ____ [ ] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "B" are incorporated herein and shall additionally apply to this agreement regarding payment of services.

F. ____ ____ [X] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "C" are incorporated herein and shall additionally apply to this agreement regarding payment for the Fire Engine Use Agreement. In the event that a fire engine which was initially purchased by the CITY and then the CITY elects to have the COUNTY take responsibility of said fire engine(s), the following will apply. All capital improvements and/or betterments to the fire engine(s) will be the responsibility and paid for by the owner of said engine(s). All other maintenance and repairs to the fire engine(s) listed in the attached Exhibit "C" will be the responsibility and paid for by the COUNTY under this Agreement. The insurance responsibility will be dependant upon the CITY'S option to maintain or transfer title of said fire engine(s).

G. Notwithstanding Paragraph F herein if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this agreement regarding payment of services. In the event that fire engine, owned and maintained by the CITY has a catastrophic failure, the COUNTY Fire Chief may allow use of a COUNTY fire engine, free of charge up to one hundred twenty (120) days. After the initial one hundred twenty (120) days, a rental fee will be applied to the CITY invoice for use of said COUNTY fire engine. The rental fee shall be Nine Hundred Forty Four Dollars ($944.00) per day, or Six Thousand Six Hundred Eight Dollars ($6,608.00) per week.

SECTION IV: INITIAL TERM AND RENEWAL

A. The term of this Agreement shall be from July 1, 2013, to June 30, 2016. Either party to this Agreement may terminate this Agreement by providing a written

notice of termination to the other party hereto no less than one (1) year prior to the expiration of the term hereof. If such notice is given unilaterally by COUNTY except any notice issued because of actions of CAL FIRE or CITY, COUNTY agrees to continue to provide Fire Services to CITY until such time as CITY has a reasonable opportunity to implement alternative Fire Services. In no event shall this Agreement be terminated by either party after June 30, 2015.

B. One (1) year prior to the date of expiration of this Agreement, CITY shall give COUNTY written notice of whether CITY intends to extend this Agreement or enter into a new agreement with COUNTY for Fire Services and, if so, whether CITY intends to change the level of Fire Services provided under this Agreement.

C. If CITY fails to provide such notice, as defined in paragraph B above, COUNTY shall have the option to extend this Agreement for a period of up to one (1) year from the original termination date and to continue providing services at the same or reduced level as COUNTY determines would be appropriate during the extended period of this Agreement. Six (6) months prior to the date of expiration of this Agreement, or any extension hereof, COUNTY shall give written notice to CITY of any extension of this Agreement and any changes in the level of Fire Services COUNTY will provide during the extended period of this Agreement. Services provided and obligations incurred by COUNTY during an extended period shall be accepted by CITY as services and obligations under the terms of this Agreement.

D. The cost of services provided by COUNTY during the extended period shall be based upon the amounts that would have been charged to CITY during the fiscal year in which the extended period falls, had a new agreement been extended under this Section IV. Payment by CITY for services rendered by COUNTY during the extended period shall be in accordance with Exhibit "A," of this Agreement.

SECTION V: TERMINATION

Either party to this Agreement may terminate this Agreement by providing a written notice of termination to the other party hereto no less than one (1) year prior to the expiration of the term hereof. This Agreement may be terminated by the voters of either the COUNTY or the CITY pursuant to Government Code §55603.5.

SECTION VI: COOPERATIVE OPERATIONS

All Fire Services contemplated under this Agreement shall be performed by both parties to this Agreement working as one unit; therefore, personnel and equipment belonging to either CITY or COUNTY may be temporarily dispatched elsewhere from time to time for mutual aid.

SECTION VII: MUTUAL AID

Pursuant to Health and Safety Code Sections 13050 et seq., when rendering mutual aid or assistance, COUNTY may, at the request of CITY, demand payment of charges and seek reimbursement of CITY costs for personnel, equipment and operating expenses as funded herein, under authority given by Health and Safety Code Sections 13051 and 13054. COUNTY, in seeking said reimbursement pursuant to such request of CITY, shall represent the CITY by following the procedures set forth in Health and Safety Code Section 13052. Any recovery of CITY costs, less actual expenses, shall be paid or credited to the CITY, as directed by CITY.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Sections 13051 and 3054 to the officer designated by CITY.

SECTION VIII: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code Section 13009, COUNTY may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using CITY equipment and personnel under the terms of this Agreement, COUNTY may, on request of CITY, bring such an action for collection of costs incurred by CITY. In such a case CITY appoints and designates COUNTY as its agent in said collection proceedings. In the event of recovery, COUNTY shall apportion to CITY its pro-rata proportion of recovery, less the reasonable pro-rata costs including legal fees.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Section 13009 to the officer designated by CITY.

SECTION IX: PROPERTY ACCOUNTING

All personal property provided by CITY and by COUNTY for the purpose of providing Fire Services under the terms of this Agreement shall be marked and accounted for in such a manner as to conform to the standard operating procedure established by the County Fire Department for the segregation, care, and use of the respective property of each.

SECTION X: FACILITY

City shall provide Fire Station(s), strategically located to provide standard response time within the City of Moreno Valley from which fire operations shall be conducted. If the Fire Station(s) are owned by the City, the City shall maintain the facilities at its cost and expense. In the event City requests County to undertake repairs or maintenance costs or services, the costs and expenses of such repairs or maintenance shall be reimbursed to County through the Support Services Cost Allocation, or as a direct Invoice to the City.

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SECTION XI: INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by applicable law, COUNTY shall and does agree to indemnify, protect, defend and hold harmless CITY, its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively, **"Indemnitees"**) for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the Services performed hereunder by COUNTY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of COUNTY, its officers, employees, subcontractors, agents, or representatives (collectively, **"Liabilities"**). Notwithstanding the foregoing, the only Liabilities with respect to which COUNTY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

To the fullest extent permitted by applicable law, CITY shall and does agree to indemnify, protect, defend and hold harmless COUNTY, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives (collectively, **"Indemnitees"**) for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder, by CITY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of CITY its officers, employees, subcontractors, agents, or representatives (collectively, **"Liabilities"**). Notwithstanding the foregoing, the only Liabilities with respect to which CITY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

SECTION XII: AUDIT

COUNTY and CITY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this Agreement. COUNTY and CITY agree to

maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated or as required by law, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. COUNTY and CITY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

SECTION XIII: DISPUTES

CITY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITY, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief that a situation exists under this Agreement in which a decision to serve the interest of CITY has the potential to conflict with COUNTY interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the CITY and COUNTY employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposed of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. CITY and COUNTY agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between CITY and COUNTY representatives may be resolved, by mutual agreement of the parties, through alternate forms of dispute resolution, including, but not limited to, mediation or non-binding arbitration. The costs associated with the selected form of dispute resolution such as mediation or non-binding arbitration shall be shared equally among the participating parties. If the alternate form of dispute resolution does not resolve the issue(s), the parties reserve the right to seek remedies as provided by law or in equity. Venue for litigation shall be in Riverside County.

Any claims or causes of actions, whether they arise out of unresolved disputes as specified in this Section or claims by third parties that are made against the COUNTY, shall be submitted to the Office of the Clerk of the Board for the County of Riverside in a timely manner.

SECTION XV: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

COUNTY	CITY OF MORENO VALLEY
County Fire Chief	City Manager
210 W. San Jacinto Ave.	City of Moreno Valley

Perris, CA 92570

Post Office Box 88005
Moreno Valley, CA 92552-0805

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

SECTION XVI: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of Fire Services. It may be amended or modified upon the mutual written consent of the parties hereto. This Agreement does NOT supplement other specific agreements entered into by both parties for equipment or facilities, and excepting those equipment or facilities agreements, this Agreement cancels and supersedes any previous agreement for the same or similar services.

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[Signature Provisions on following page]

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated: _____

CITY OF MORENO VALLEY

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

(SEAL)

APPROVED AS TO FORM:

_____

Dated: _____

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By: _____
Deputy

(SEAL)

APPROVED AS TO FORM:
PAMELA J. WALLS,
County Counsel

By: _____
ERIC STOPHER
Deputy County Counsel

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF MORENO VALLEY
DATED OCTOBER 2, 2012 FOR FY 12/13
(Adding Station 99, Oct. 2012)

	CAPTAIN'S		CAPTAIN'S MEDICS	ENGINEER'S		ENGINEER MEDICS		FF II'S		FF II MEDICS		TOTALS		
STA. #2	333,687	*2*		142,698	*1*	159,689	*1*			277,343	*2*	913,417	*6*	
(Truck)	500,531	*3*		428,093	*3*			731,994	*6*			1,660,619	*12*	
STA. #6	333,687	*2*		285,396	*2*					277,343	*2*	896,426	*6*	
STA. #48	333,687	*2*		285,396	*2*					277,343	*2*	896,426	*6*	
STA. #58	333,687	*2*		285,396	*2*					277,343	*2*	896,426	*6*	
(Truck)	0	*0*		0	*0*	0	*0*	0	*0*	0	*0*	0	*0*	
STA. #65	333,687	*2*		285,396	*2*					277,343	*2*	896,426	*6*	
STA. #91	333,687	*2*		142,698	*1*	159,689	*1*			277,343	*2*	913,417	*6*	
(Truck)	*0	*2*		285,396	*2*			487,996	*4*			773,392	*8*	
STA. #99	333,687	*2*		285,396	*2*					416,014	*3*	776,323	*7*	(Oct.-June)
Fixed Relief	333,687	*2*		285,396	*2*					277,343	*2*	896,426	*6*	
Vac. Relief - Engine	166,844	*1*		285,396	*2*					138,671	*1*	590,911	*4*	
Vac. Relief - Truck	*0	*1*		142,698	*1*	0	*0*			0	*0*	142,698	*2*	
SUBTOTALS	3,336,875			3,139,352		319,378		1,219,991		2,496,084		10,252,905		
SUBTOTAL STAFF		23			22		2		10		18		75	
DIVISION CHIEF						245,383	each					245,383	*1.0*	
BATTALION CHIEF						230,305	each					460,609	*2.0*	
SUBTOTAL												$705,992	78.0	
ESTIMATED SUPPORT SERVICES														
Administrative/Operational						14,606	per assigned Staff **					248,302	68.0	(July-Sept.)
Administrative/Operational						14,606	per assigned Staff **					821,588	75.0	(Oct.-June)
Volunteer Program						9,363	Per Entity Allocation					9,363	*1.0*	
Medic Program						5,739	per assigned Medics					24,391	17.0	(July-Sept.)
Medic Program						5,739	per assigned Medics					86,085	20.0	(Oct.-June)
Fleet Support						35,617	per Fire Suppression Equip					89,043	10.0	(July-Sept.)
Fleet Support						35,617	per Fire Suppression Equip					293,840	11.0	(Oct.-June)
ECC Support							Calls/Station Basis					104,204		(July-Sept.)
ECC Support							Calls/Station Basis					321,606		(Oct.-June)
Comm/IT Support							Calls/Station Basis					182,243		(July-Sept.)
Comm/IT Support							Calls/Station Basis					562,462		(Oct.-June)
Hazmat Support												15,114		(July-Sept.)
Hazmat Support												47,488		(Oct.-June)
SUPPORT SERVICES SUBTOTAL												2,805,727		
ESTIMATED DIRECT CHARGES												95,392		
FIRE ENGINE USE AGREEMENT						19,200	each engine					57,600	3	
TOTAL STAFF COUNT													78.0	
TOTAL **ESTIMATED** CITY BUDGET												$13,917,615		

*Three Captains at FS #91 funded by Riverside County.

SUPPORT SERVICES

Administrative & Operational Services		**	*75.0*	Assigned Staff
Finance				
Training	Procurement		*75.00*	Total Assigned Staff
Data Processing	Emergency Services			
Accounting	Fire Fighting Equip.		*6*	Fire Stations
			7	Fire Stations
Personnel	Office Supplies/Equip.		*13,429*	Number of Calls
			6	Hazmat Stations
			7	Hazmat Stations
			10	Number of Hazmat Calls

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

FY 12/13 POSITION SALARIES TOP STEP

248,679	DEPUTY CHIEF
245,383	DIV CHIEF
230,305	BAT CHIEF
166,844	CAPT
184,768	CAPT MEDIC
142,698	ENG
159,689	ENG/MEDIC
121,999	FF II
138,671	FF II/MEDIC
127,015	FIRE SAFETY SUPERVISOR
118,433	FIRE SAFETY SPECIALIST
101,475	FIRE SYSTEMS INSPECTOR
56,023	OFFICE ASSISTANT III
66,145	SECRETARY I

19,200	FIRE ENGINE
14,606	SRVDEL
9,363	VOL DEL
5,739	MEDIC DEL
52,533	BATT DEL
11,993	ECC STATION
25.68	ECC CALLS
35,617	FLEET SUPPORT
20,979	COMM/IT STATION
44.91	COMM/IT CALLS
1,897	FACILITY STATION
518.54	FACILITY FTE
2,863	HAZMAT STATION
4,151.49	HAZMAT CALLS
1,761	HAZMAT VEHICLE REPLACEMENT

FY 12/13 DIRECT BILL ACCOUNT CODES

520230	Cellular Phone
520300	Pager Service
520320	Telephone Service
520800	Household Expense
520805	Appliances
520815	Cleaning and Custodial Supp
520830	Laundry Services
520840	Household Furnishings
520845	Trash
521380	Maint-Copier Machines
521440	Maint-Kitchen Equipment
521540	Maint-Office Equipment
521600	Maint-Service Contracts
521660	Maint-Telephone
521680	Maint-Underground Tanks
522310	Maint-Building and Improvement
522360	Maint-Extermination
522860	Medical-Dental Supplies
522870	Other Medical Care Materials
522890	Pharmaceuticals
523220	Licenses And Permits
523680	Office Equip Non Fixed Assets
526700	Rent-Lease Bldgs
526940	Locks/Keys
527280	Awards/Recognition
529500	Electricity
529510	Heating Fuel
529550	Water
537240	Interfnd Exp-Utilities
542060	Improvements-Building

EXHIBIT "C"

TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL AID FOR THE CITY OF MORENO VALLEY
DATED _____, 2013

PAYMENT FOR SERVICES
ADDITIONAL SERVICES
FIRE ENGINE USE AGREEMENT

Station 2	
Engine 02, RCO No. 08-868	$ 19,200.00
Station 58	
Engine 58, RCO No. 06-800	$ 19,200.00
Station 65	
Engine 65, RCO No. 94-826	$ 19,200.00
	$ 57,600.00

The Fire Engine Use Agreement is utilized in the event that a fire engine(s) which was initially purchased by the CITY, and then the CITY elects to have the COUNTY take responsibility of said fire engine(s). The Fire Engine Use Agreement guarantees the CITY the use of this fire engine(s), the COUNTY network of equipment, and resources of the COUNTY.

This fire engine(s) shall be used as an integrated unit for Fire Services as set forth in this Cooperative Agreement between the COUNTY and CITY, and shall be stationed primarily in the CITY. The change in ownership of the fire engine does not waive or supersede any responsibilities of the CITY pursuant to this agreement. This exhibit is strictly to further detail for the CITY, the responsibilities and costs associated within the Cooperative Agreement between the COUNTY and CITY; therefore, the Fire Engine Use Agreement is inseparable.

The CITY will have the option of transferring title of said fire engine(s) to the COUNTY. If the CITY transfers title of said fire engine(s) to the County, the County will take ownership of the said fire engine(s), and the County will maintain insurance on said fire engine(s). If the CITY opts to maintain ownership and title of said fire

engine(s), the CITY will maintain insurance on said fire engine(s). Proof of Insurance is to be provided to the COUNTY.

The COUNTY will ensure a working fire engine(s) is available for the CITY at all times under this agreement. All capital improvements and/or betterments to the fire engine(s) listed above, will be the responsibility and paid for by the COUNTY under this Agreement.

When the Riverside County Fire Department Fleet personnel determine the fire engine(s) listed above is due for replacement, the COUNTY will purchase a new fire engine(s); and, survey the old fire engine(s).

The annual cost for this service is calculated at 1/20 of the replacement cost. The current replacement cost is $384,000.00. If this Agreement is entered into mid-year, the annual cost will be prorated accordingly.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: April 23, 2013

TITLE: APPROVE AND ADOPT RESOLUTION 2013-22 IMPLEMENTING PERMIT PARKING ON MEDITERRANEAN DRIVE

RECOMMENDED ACTION

Recommendation:

1. Approve and Adopt Resolution No. 2013-22 implementing permit parking on Mediterranean Drive located just west of Perris Boulevard and Suburban Lane.

ADVISORY BOARD/COMMISSION RECOMMENDATION

A public meeting was held at the special meeting held by the Traffic Safety Commission meeting on March 6, 2013. The Commission voted unanimously by all members present to approve the implementation of permit parking on Mediterranean Drive.

BACKGROUND

Mediterranean Drive is a residential cul-de-sac that is approximately 500 feet long and 36 feet wide. There are 19 homes that have been impacted by the activity caused by vehicles for sale. The activity occurs periodically throughout the week and peaks during the weekend. The residents have complained about trash being left behind, loitering, driveways being blocked, and utility vehicles such as Verizon, SCE, the Gas Company and contractors are unable to park and work within the call-out area because of the for sale vehicles. This is a continual nuisance to the residents and they are requesting permit parking to eliminate this unwanted activity not normally experienced on public streets.

DISCUSSION

The City has an established permit-parking program to address specific neighborhoods that have an extraordinary demand for parking caused by adjacent uses such as parks, schools, and businesses, etc. A resident filled out an application and a petition was circulated. There were sufficient resident signatures collected to demonstrate support of the proposed permit parking.

Public notice signs were posted in the subject area and letters were mailed to the residents providing them with information of the potential change in current parking conditions. The letters also invited them to speak at the public hearing to convey any concerns they have regarding the existing conditions and questions they may have regarding permit parking.

ALTERNATIVES

1. Approve and adopt the proposed Resolution and direct staff to implement permit parking on Mediterranean Drive. This alternative is recommended to improve the condition for the residents.

2. Do not adopt the proposed Resolution, thereby not implementing permit parking on Mediterranean Drive. This alternative is not recommended. The resident's will continue to be subjected by the activity caused by the vehicles "for sale".

3. Provide staff with further direction.

FISCAL IMPACT

The estimated annual cost to implement the permit parking on Mediterranean Drive will be borne by the Public Works typical yearly signing and striping budget (Fund 2000-70-76-45122)

CITY COUNCIL GOALS

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

Community Image, Neighborhood Pride and Cleanliness. Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

ATTACHMENTS

Attachment 1- Proposed Resolution
Attachment 2- Location Map

Prepared By:
Edward I. Init
Senior Engineering Technician

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Eric Lewis, P.E.,T.E.
City Traffic Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING AND AUTHORIZING INSTALLATION OF PERMIT PARKING ON MEDITERRANEAN DRIVE.

WHEREAS, the city Municipal Code section 12.08.090 allows for establishing permit parking areas in residential and commercial zones, subject to a public hearing before the Traffic Safety Commission; and

WHEREAS, the residents on Mediterranean Drive submitted an application and requested permit parking along the frontage of their residences; and

WHEREAS, a public hearing was conducted at the special meeting March 6, 2013, of the Traffic Safety Commission regarding the request; and

WHEREAS, on March 6, 2013, the Traffic Safety Commission reviewed and unanimously approved the implementation of permit parking on Mediterranean Drive; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occured

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

2. This City Council hereby authorizes and directs staff to implement permit parking on Mediterranean Drive.

APPROVED AND ADOPTED this 23rd day of April, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00194989

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-22 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 23 day of April, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

LOCATION MAP
MEDITERRANEAN DRIVE

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: April 23, 2013

TITLE: AUTHORIZE THE AWARD OF THE CONSTRUCTION CONTRACT TO BEDON CONSTRUCTION, INC. FOR THE MORENO MASTER DRAINAGE PLAN LINE "F", STAGE 2 CHANNEL IMPROVEMENTS -- PROJECT NO. 804 0005 70 77

RECOMMENDED ACTION

Recommendations:

1. Waive any and all minor irregularities and award the contract to Bedon Construction, Inc., P.O. Box 1235, Temecula, CA 92593, the lowest responsible bidder, for the Moreno Master Drainage Plan Line "F", Stage 2 Channel Improvements.

2. Authorize the City Manager to execute a contract with Bedon Construction, Inc.

3. Authorize the issuance of a Purchase Order to Bedon Construction, Inc. for the amount of $3,601,458.03 ($3,274,052.75 bid plus 10% contingency) when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Bedon Construction, Inc. up to, but not exceeding, the contingency amount of $327,405.28, subject to the approval of the City Attorney.

5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained system until Riverside County Flood Control and Water Conservation District accepts the ownership and maintenance responsibilities for

the improvements, and release the retention to Bedon Construction, Inc., if no claims are filed against the project.

BACKGROUND

On March 13, 2012, the City Council approved the award of a construction contract for the Cactus Avenue/Nason Street Improvement Project to Sully-Miller Contracting Company. The Cactus Avenue/Nason Street Improvement Project included flood control facilities of storm drain Line I, J, J-9 and Moreno Master Drainage Plan (MMDP) Line "F", Stage 2 Channel Improvements and as part of that City Council Staff Report, it was stated that the project is within the scope of the previously certified Environmental Impact Report and that none of the conditions that call for a Subsequent Environmental Impact Report have occurred. Unfortunately, sufficient funding was not available at that time to finance the construction phase of MMDP Line "F", Stage 2 Channel Improvements.

On February 26, 2013 the City Council approved the Cooperative Agreement with the District for the MMDP Line "F", Stage 2 Channel Improvements and authorized the appropriation of $4,000,000 to fund the construction phase of the project. The District provided Cooperative Agreement stipulates the terms and conditions which includes the District's maximum monetary contribution in the amount of $4,000,000 and that the City will prepare the bidding documents, advertise and administer the project construction, convey necessary right of way to the District and when construction is complete to the District's satisfaction, the District will take over the ownership and maintenance of the improvements.

DISCUSSION

The limits for the proposed MMDP Line "F", Stage 2 Channel Improvements project are approximately 4,500 feet long and starts at 800 feet west of Oliver Street to join the existing improved channel in the proximity of the Grande Vista Drive and Iris Avenue intersection.

The work involved is to fully improve the existing earthen trapezoidal flood control channel with a concrete lining; the construction will also provide access roads, maintenance ramps, and storm drain lateral stubs.

This project will complete a majority of the public infrastructure in the City center area to help the City promote and attract new medical related developments, furthering and building upon the expansions underway by surrounding medical facilities, which is consistent with the City's Economic Development Action Plan approved by the City Council in April 2011.

Formal bidding procedures have been followed in conformance with the Public Contract Code. The City Clerk opened bids at 2:15 p.m. on April 16, 2013, for the subject project. Eight (8) bids were received as follows:

	CONTRACTORS	Total Bid Amounts
1.	**Bedon Construction, Inc., Temecula**	**$3,274,052.75**
2.	KIP Incorporated, Murrieta	$3,352,362.50
3.	KEC Engineering, Corona	$3,487,691.00
4.	H&H General Contractors, Inc., Highland	$3,638,820.00
5.	Southwest General Engineering, Inc., Riverside	$3,793,538.10
6.	Riverside Construction Company, Inc., Riverside	$3,808,215.00
7.	Belczak & Sons, Inc., Anaheim	$3,880,436.00
8.	Fleming Environmental, Inc., Fullerton	$5,052,882.25

Engineer's Estimate $3,516,000.00

The lowest responsible bidder was determined by comparing the cumulative total for all Bid items, as stipulated in the bidding documents. Staff has reviewed the bid by Bedon Construction, Inc. and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by Bedon Construction, Inc. in their bid.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the timely construction of the MMDP Line "F", Stage 2 Channel Improvements, thus, reducing the threat of flood damage in the area.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the timely construction of the MMDP Line "F", Stage 2 Channel Improvements, leaving this area under the potential threat of flood damage.*

FISCAL IMPACT

Pursuant to the terms of a Cooperative Agreement between the District and the City, the District will contribute up to $4,000,000 to construct MMDP Line "F", Stage 2 Channel Improvements. There is no impact to the General Fund.

TOTAL FUNDS FOR CONSTRUCTION:

Fiscal Year 2012/2013:
(Account No. 3002-70-77-80004, Project No. 804 0005 70 77) $4,000,000
Total Budget $4,000,000

ESTIMATED CONSTRUCTION RELATED COSTS:

Contractor Construction Costs (includes Contingency) $3,602,000
Construction Design Support Services $85,000
Construction Survey Services $80,000

Construction Geotechnical Services	$80,000
Construction Management and Project Administration*	$140,000
Total Estimated Project Costs	$3,987,000

**Public Works and consultant staff will provide Construction Management and Project Administration including inspection services.*

ANTICIPATED PROJECT SCHEDULE:

Start Construction	May/June 2013
Anticipated Completion of Construction	October/November 2013

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This project implements an initiative of the Economic Development Action Plan. The proposed improvements consist of ultimate improvements of 4,500 feet long Moreno Master Drainage Plan Line "F", Stage 2 Channel Improvements. City staff is recommending contract award to Bedon Construction, Inc. for the project.

ATTACHMENTS

Attachment 1: Location Map
Attachment 2: Agreement with Bedon Construction, Inc.

Prepared By:
Viren A. Shah, P.E.
Consultant Project Manager

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

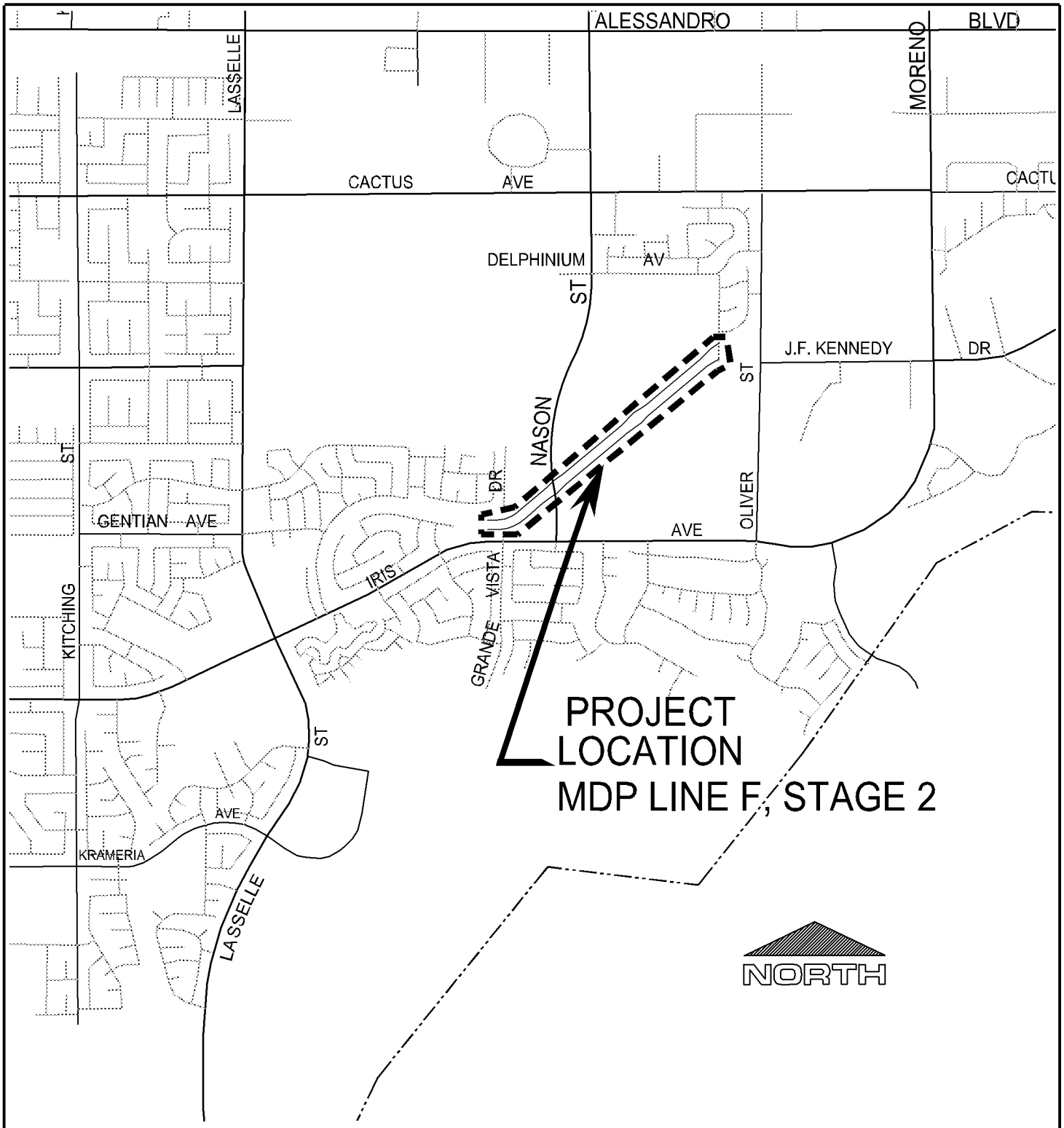

LOCATION MAP

CITY OF MORENO VALLEY
DECEMBER 3, 1984

Public WorksDepartment
Capital Projects Division

Scale: None

ATTACHMENT 1

MORENO MASTER DRAINAGE PLAN
LINE F, STAGE 2 CHANNEL IMPROVEMENTS
PROJECT NUMBER 804 0005 70 77

Date: 04 Feb 13 - 2:43 pm
File: W:\CapProj\CapProj\PROJECTS\Viren - 804 0005 70 77 Line F\Design Phase\Auto CAD\Location_Map\Location Map.dwg
User: deepaks

Agreement No._____

AGREEMENT

PROJECT NO. 804 0005 70 77

MORENO MASTER DRAINAGE PLAN
LINE "F", STAGE 2 CHANNEL IMPROVEMENTS

THIS Agreement, effective as of the date signed by the City of Moreno Valley by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Bedon Construction, Inc.**, hereinafter called the "Contractor."

That the City and the Contractor for the consideration hereinafter named, agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of the following, which are incorporated herein by this reference:

A. Governmental approvals, including, but not limited to, permits required for the Work
B. Any and all Contract Change Orders issued after execution of this Agreement
C. This Agreement
D. **Addendum No. 1** inclusive, issued prior to the opening of the Bids
E. City Special Provisions, including the General Provisions and Technical Provisions
F. Standard Specifications for Public Works Construction ("Greenbook") – latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
G. Reference Specifications/Reference Documents
H. Project Plans
I. City Standard Plans
J. Caltrans Standard Plans
K. Other Agency Standard Plans
   - Riverside County Flood Control and Water Conservation District (RCFC&WCD)
   - Eastern Municipal Water District (EMWD)
L. The bound Bidding Documents
M. Contractor's Certificates of Insurance and Additional Insured Endorsements
N. Contractor's Bidder's Proposal and Subcontractor Listing

In the event of conflict between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the above order of precedence.

2. REFERENCE DOCUMENTS. The following Reference Documents are not considered Contract Documents and were provided to the Contractor for informational purposes:

A. Geotechnical Reports
B. Autocad files with existing and design topography

3. SCOPE OF WORK. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work described in the Contract Documents, except as otherwise provided in the Plans, Standard Specifications, or City Special Provisions to be the responsibility of others.

4. PAYMENT.

4.1. **Contract Price and Basis for Payment**. In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items set forth the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Bid Items awarded by the City is **Three Million Two Hundred Seventy Four Thousand Fifty Two and 75/100 Dollars ($3,274,052.75)** ("Contract Price"). It is understood and agreed that the quantities set forth in the Bidder's Proposal for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder's Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the City Engineer.

4.2. **Payment Procedures**. Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Article 9 of the Standard Specifications, as modified by Article 9 of the City Special Provisions.

5. CONTRACT TIME.

A. Initial Notice to Proceed. After the Agreement has been fully executed by the Contractor and the City, the City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements constitutes the date of commencement of the Contract Time of **eighty (80) Working Days**. The Contract Time includes the time necessary to fulfill preconstruction requirements, place the order of materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements shall further specify that Contractor must complete the preconstruction requirements within **fifteen (15) Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

Preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of Traffic Control Plans
- Submitting and obtaining approval of the Stormwater Pollution Prevention Plan (SWPPP)/Water Pollution Control Plan (WPCP)
- Submitting and obtaining approval of critical required submittals
- Installation of the approved Project Identification Signs
- Obtaining an approved no fee Encroachment Permit from the City
- Obtaining an Encroachment Permit and Notice to Proceed for Construction from RCFC & WCD
- Obtaining a Temporary Use Permit for a construction yard
- Notifying all agencies, utilities, residents, etc., as outlined in the Bidding Documents

If the City's issuance of a Notice to Proceed to Fulfill Preconstruction Requirements is delayed due to Contractor's failure to return the fully executed Agreement and insurance and bond documents within ten (10) Working Days after Contract award, then Contractor agrees to the deduction of one (1) Working Day from the number of days to complete the Project for every Working Day of delay in the City's receipt of said documents. This right is in addition to and does not affect the City's right to demand forfeiture of Contractor's Bid Security of Contractor persistently delays in providing the required documentation.

B. Notice to Proceed with Construction. After all preconstruction requirements are met and materials have been ordered in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements, the City shall issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

6. LIQUIDATED DAMAGES AND CONTROL OF WORK

6.1. **Liquidated Damages.** The Contractor and City (collectively, the "Parties") have agreed to liquidate damages with respect to Contractor's failure to fulfill the preconstruction requirements, and/or failure to complete the Work within the Contract Time. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85. Contractor acknowledges and agrees that the liquidated damages are intended to compensate the City solely for Contractor's failure to meet the deadline for completion of the Work and will not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

In the event that Contractor fails to fulfill the preconstruction requirements and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the City **$1,000.00 per Calendar day** that completion of the Work is delayed beyond the Contract Time, as adjusted by Contract Change Orders. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

The Contractor and City acknowledge and agree that the foregoing liquidated damages have been set based on an evaluation of damages that the City will incur in the event of late completion of the Work. The Contractor and City acknowledge and agree that the amount of such damages are impossible to ascertain as of the date of execution hereof and have agreed to such liquidated damages to fix the City's damages and to avoid later disputes. It is understood and agreed by Contractor that liquidated damages payable pursuant to this Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the date of execution of this Agreement.

It is further mutually agreed that the City will have the right to deduct liquidated damages against progress payments or retainage and that the City will issue a Change Order or Construction Change Directive and reduce the Contract Price accordingly. In the event the remaining unpaid Contract Price is insufficient to cover the full amount of liquidated damages, Contractor shall pay the difference to the City.

6.2. Any work completed by the Contractor after the issuance of a Stop Work Notice by the City shall be rejected and/or removed and replaced as specified in Section 2-11 of the Special Provisions.

6.3. **Owner is Exempt from Liability for Early Completion Delay Damages**. While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the Owner is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever, including but not limited to, delay cause by Owner or other Excusable Compensable Delay. See Section 6-6 of the Standard Specifications and City Special Provisions regarding compensation for delays.

7. INSURANCE.

7.1. **General**. The Contractor shall procure and maintain at its sole expense and throughout the term of this Agreement, any extension thereof, Commercial General Liability, Automobile Liability, Builder's Risk, and Workers' Compensation Insurance with such coverage limits as described herein.

7.2. **Additional Insured Endorsements**. The Contractor shall cause the insurance required by the Contract Document to include the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), the Riverside County Flood Control and Water Conservation District (RCFC&WCD), the County of Riverside, the County of Riverside, Eastern Municipal Water District (EMWD), and Moreno Valley Properties, and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives as an additional insureds. For the Commercial General Liability coverage, said parties shall be named as additional insureds utilizing either:

1. Insurance Services Office ("ISO") Additional Insured endorsement CG 20 10 (11/85); or

2. ISO Additional Insured endorsement CG 20 10 (10/01) and Additional Insured Completed Operations endorsement CG 20 37 (10/01); or

3. substitute endorsements providing equivalent coverage, approved by the City.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The coverage shall contain no special limitations on the scope of protection afforded to such additional insureds. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.

7.3. **Waivers of Subrogation**. All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority, the Moreno Valley Community Services District, the Riverside County Flood Control and Water Conservation District, the County of Riverside, Eastern Municipal Water District, and Moreno Valley Properties, and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives.

7.4. **Primary Coverage**. All policies and endorsements shall stipulate that the Contractor's (and the Subcontractors') insurance coverage shall be primary insurance as respects the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority, the Moreno Valley Community Services District, the Riverside County Flood Control and Water Conservation District (RCFC&WCD), the County of Riverside, Eastern Municipal Water District (EMWD), and Moreno Valley Properties, and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives, and shall be excess of the Contractor's (and its Subcontractors') insurance and shall not contribute with it.

7.5. **Coverage Applies Separately to Each Insured and Additional Insured**. Coverage shall state that the Contractor's (and its Subcontractors') insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage shall apply to any claim or suit brought by an additional insured against a named insured or other insured.

7.6. **Self-Insurance**. Any self-insurance (including deductibles or self-insured retention in excess of $50,000) in lieu of liability insurance must be declared by Contractor and approved by the City in writing prior to execution of the Agreement. The City's approval of self-insurance, if any, is within the City's sole discretion and is subject to the following conditions:

1. Contractor must, at all times during the term of the Agreement and for a period of at least **one (1)** year after completion of the Project, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the City Special Provisions, maintain and upon Owner's reasonable request provide evidence of:

   (a) Contractor's "net worth" (defined as "total assets" [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property and equipment and intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;

   (b) financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill; and

   (c) a claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.

2. If at any time after such self-insurance has been approved Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this Paragraph 7, at the option of the City:

   (a) the Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph 7 and otherwise on the terms required above; or

(b) the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or

(c) the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

7.7. **Insurer Financial Rating**. Insurance companies providing insurance hereunder shall be rated A-:VIII or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

7.8. **Notices to City of Cancellation or Changes**. Each insurance policy described in this Paragraph 7 shall contain a provision or be endorsed to state that coverage will not be cancelled without **sixty (60) days'** prior written notice by certified or registered mail to the City and Riverside County Flood Control and Water Conservation District (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to the City), except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. If an insurance carrier cancels any policy or elects not to renew any policy required to be maintained by Contractor pursuant to the Contract Documents, Contractor agrees to give written notice to the City at the address indicated on the first page of the Agreement. Contractor agrees to provide the same notice of cancellation and non-renewal to the City that is required by such policy(ies) to be provided to the First Named Insured under such policy(ies). Contractor shall provide confirmation that the required policies have been renewed not less than seven (7) days prior to the expiration of existing coverages and shall deliver renewal or replacement policies, certificates and endorsements to the City Clerk within fourteen (14) days of the expiration of existing coverages. Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City Clerk copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

7.9. **Commercial General Liability**. Coverage shall be written on an ISO Commercial General Liability "occurrence" form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the City Special Provisions.

Contractor shall maintain Commercial General Liability insurance with the following minimum limits: $2,000,000 per occurrence / $2,000,000 aggregate / $2,000,000 products-completed operations.

7.10. **Business Automobile Liability**. Coverage shall be written on ISO form CA 00 01 (12/93 or later edition) or a substitute form providing equivalent coverage for owned, hired, leased and non-owned vehicles, whether scheduled or not, with $1,000,000 combined single limit per

accident for bodily injury and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.11. **Workers' Compensation**. Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

1. Provide copy of permissive self-insurance certificate approved by the State of California; or
2. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of **$1,000,000** per accident; or
3. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

7.12. Builder's Risk. The Project is located in an active flood control channel that is susceptible to flash floods during the project construction duration; therefore, the Contractor shall purchase and maintain Builder's Risk Insurance for the Project. Such property insurance for active work within a live flood control facility shall cover costs of labor, materials and equipment required for the Work and intended to be permanently installed and incorporated into the Project covering the interest of the Owner, Contractor, and all Subcontractors in such labor, materials and equipment. Such insurance shall be written on an "All-Risk" basis, or equivalent policy form, covering perils normally covered on such insurance including, but not limited to, the perils of fire (with extended coverage) and physical loss or damage, including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, design error, earthquakes of a magnitude in excess of 3.5 of the Richter Scale, tidal waves, faulty workmanship or materials, floods, windstorms, falsework testing and startup, and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for design, inspection, testing, expediting, fire department, flood control district, plans, blueprints, drawings, project management and services, and expenses required as a result of such incurred loss. The Contractor's property insurance policy will have a basic $25,000.00 deductible per occurrence for flood and extended coverage; other deductibles may apply to other types of losses. In case of loss, Contractor shall be responsible for each loss payable under the Builder's Risk policy attributable to the acts, errors or omissions of Contractor, its Subcontractors, Sub-subcontractors and any other entity for whom Contractor may be responsible. Coverage shall be in the amount of the initial Contract Price, plus the value of subsequent Change Orders and cost of materials supplied or installed by others, comprising total value for the entire Work at the Site on a replacement cost basis (including code upgrades) without optional deductibles. Such property insurance shall be maintained until final payment has been made or until no person or entity other than the City has an insurable interest in the property required by this Paragraph to be covered, whichever is later.

7.13. **Subcontractors' Insurance**. The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

8. BONDS. The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the City. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contact Documents as may be amended from time to time, including, but not limited to, liability for delays and damages

(both direct and consequential) to the City and the City's Separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

The Contractor shall furnish a satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, form, or entity eligible to file a stop notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the City, become non-responsible or unacceptable, the Contractor shall, within ten (10) Calendar Days after receiving notice from the City, provide written documentation to the Satisfaction of the City that Contractor has secured new or additional sureties for the bonds; otherwise the Contractor shall be in default of the Contract. No further payments hall be deemed due or will be made under Contract until a new surety(ies) qualifies and is accepted by the City.

Contractor agrees that the Labor and Materials Payment Bond and Faithful Performance Bond attached to this Agreement are for reference purposes only, and shall not be considered a part of this Agreement. Contractor further agrees that said bonds are separate obligations of the Contractor and its surety, and that any attorney's fee provision contained in any payment bond or performance bond shall not apply to this Agreement. In the event there is any litigation between the parties arising from the breach of this Agreement, each party will bear its own attorneys' fees in the litigation.

9. RECORDS. The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for purposes of audit and

inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for at least three (3) years after Final Acceptance.

10. INDEMNIFICATION.

10.1. **General**. To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect, hold harmless and defend (even if the allegations are false, fraudulent, or groundless), the City of Moreno Valley, its City Council, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), the Riverside County Flood Control and Water Conservation District (RCFC&WCD), the County of Riverside, Eastern Municipal Water District (EMWD), and Moreno Valley Properties, and all of their respective officials, officers, directors, employees, commission members, representatives and agents ("Indemnitees"), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the Work, the Project or any breach of the Contract by Contractor or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, or any person performing any of the Work, pursuant to a direct or indirect contract with the Contractor ("Indemnity Claims"). Such Indemnity Claims include, but are not limited to, claims for:

A. Any activity on or use of the City's premises or facilities;
B. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
C. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;
D. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
E. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor's warranties, representations or agreements set forth in the Contract Documents;
F. Any failure to coordinate the Work with City's Separate Contractors;
G. Any failure to provide notice to any party as required under the Contract Documents;
H. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;
I. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;
J. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the City) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);

K. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;

L. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors;

M. Any operation conducted upon or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;

N. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;

O. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or Owner arising out of Contractor's Work, for which the Contractor is responsible; and

P. Any and all claims against the City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the City from such claims.

10.2. **Effect of Indemnitees' Active Negligence**. Contractor's obligations to indemnify and hold the Indemnitees harmless **exclude** only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 11. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

10.3. **Independent Defense Obligation.** The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitee(s) shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. The Contractor shall respond within thirty (30) Calendar Days to the tender of any Indemnity Claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to the City.

10.4. **Intent of Parties Regarding Scope of Indemnity.** It is the intent of the parties that the Contractor and its Subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity or hold harmless provisions in the Contract Documents are found to be ambiguous, or in conflict

with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

10.5. **Waiver of Indemnity Rights Against Indemnitees.** With respect to third party claims against the Contractor, to the fullest extent permitted by law, the Contractor waives any and all rights to any type of express or implied indemnity against the Indemnitees.

10.6. **Subcontractor Requirements.** In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Paragraph 11.

10.7. **No Limitation or Waiver of Rights.** Contractor's obligations under this Paragraph 11 are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Paragraph 11 are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Paragraph 11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

10.8. **Withholding to Secure Obligations.** In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

10.9. **Survival of Indemnity Obligations.** Contractor's obligations under this Paragraph 11 are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

11. SUCCESSORS AND ASSIGNS. The Parties bind themselves, their heirs, executors, administrators, successors and assigns the covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not, either voluntarily or by action of law, assign any right or obligation of the Contractor under the Contract Documents without prior written consent of the City.

(SIGNATURE PAGE FOLLOWS)

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
City Manager

DATE:_____

Bedon Construction, Inc.

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer

_____
Date

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. A general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO. _____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Price)

PROJECT NO. 804 0005 70 77

MORENO MASTER DRAINANGE PLAN
LINE "F", STAGE 2 CHANNEL IMPROVEMENTS

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to **Bedon Construction, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City of Moreno Valley, and identified as **Project No. 804 0005 70 77**, and all Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Contract Documents and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

Contractor and Surety agree that this Faithful Performance Bond shall not be considered a part of the Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Faithful Performance Bond is a separate obligation of the Contractor and its Surety, and that any attorneys' fee provision contained in this Faithful Performance Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice

of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 2013.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____2013

_____
City Attorney
City of Moreno Valley

NOTE:

- **The bond shall be executed by a California admitted surety insurer (CCP 995.311).**
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact.**
- **The bond shall include an attached Notary Certificate for the Bidder.**
- **The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.**
- **The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.**
- **The Bidder's and Surety's corporate seal may be affixed hereto.**

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California
County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO. _____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 804 0005 70 77

MORENO MASTER DRAINAGE PLAN
LINE "F", STAGE 2 CHANNEL IMPROVEMENTS

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **Bedon Construction, Inc.,** as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City of Moreno Valley, and identified as **Project No. 804 0005 70 77** and Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

Contractor and Surety agree that this Labor and Materials Payment Bond shall not be considered a part of the Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Labor and Materials Payment Bond is a separate obligation of the Contractor and its Surety, and that any attorneys' fee provision contained in this Labor and Materials Payment Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 2013.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____2013

_____
City Attorney
City of Moreno Valley

NOTE:

- **The bond shall be executed by a California admitted surety insurer (CCP 995.311).**
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact.**
- **The bond shall include an attached Notary Certificate for the Bidder.**
- **The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.**
- **The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.**
- **The Bidder's and Surety's corporate seal may be affixed hereto.**

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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- Securely attach this document to the signed document.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: April 23, 2013

TITLE: AUTHORIZE THE SUBMISSION OF A GRANT APPLICATION FOR THE BRIDGE FUNDING UNDER SURFACE TRANSPORTATION PROGRAM (STP) AND ADOPT RESOLUTION NO. 2013-23 COMMITTING TO PROVIDE LOCAL MATCHING FUNDS AT A MINIMUM OF 11.47% OF THE TOTAL PROJECT COST

RECOMMENDED ACTION

Recommendations:

1. Authorize the Public Works Director/City Engineer to submit the grant application for Bridge Funding to Caltrans under the Surface Transportation Program (STP).

2. Adopt Resolution No. 2013-23 committing to provide local matching funds at a minimum of 11.47% of the total project cost.

BACKGROUND

Federal Highway Administration provides funding for bridge repairs, replacement and maintenance under federal transportation act - Moving Ahead for Progress in the 21st Century (MAP-21)'s Surface Transportation Program (formerly known as Highway Bridge Rehabilitation and Replacement and Bridge Preventive Maintenance Programs). This federal funding program is administered by Caltrans and the requirement for local match is a minimum of 11.47% of the total project cost.

On December 5, 2012 the City Manager executed an agreement with TTG Engineers, to evaluate City's 33 bridges and assist the City with grant applications for major rehabilitation and preventive maintenance of City's bridges. An application under Bridge Preventative Maintenance Program (BPMP) seeking $50,000 in funding to

identify and prioritize future bridge maintenance needs for 22 of the City's 33 bridges was made on January 31, 2013 with Caltrans.

DISCUSSION

Staff has identified a Bridge at Iris Avenue; located 0.15 miles east of Lasselle Street (Iris Bridge; Bridge No. 56C0418) that needs rehabilitation due to the current level of deteriorations observed at its structural elements. Iris Bridge has deteriorated to the extent that it is eligible for bridge rehabilitation funding under Surface Transportation Program (STP). It is always less costly to rehabilitate a bridge sooner rather than later. The grant application for Iris Bridge under STP funding is due to Caltrans by April 30, 2013; therefore, the City Council is asked to authorize the Public Works Director/City Engineer to submit the subject grant application to Caltrans. Caltrans' decision is anticipated in late 2013.

The Bridge deck is approximately 153 feet long and 164 feet wide. The total project cost to rehabilitate Iris Bridge is estimated at $6,294,000. In accordance with the bridge funding program eligibility requirements, the City must show that they are financially capable of funding a minimum of 11.47% of the total project cost; in the amount of $722,000 in local funds as a local match. Therefore, the City Council is asked to approve the proposed Resolution so that the City's grant application package acknowledges that it can meet the local match requirement. If the City's grant application is approved by Caltrans, staff will return to City Council to consider a multi-year local match funding plan for the project as a part of the Capital Improvement Plan budget update.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the timely submittal of the grant application to obtain the funding from Caltrans under STP for needed bridge rehabilitation.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay submittal of the grant application to obtain the funding from Caltrans under STP and delay the needed bridge rehabilitation.*

FISCAL IMPACT

Per the bridge funding program requirements, the federal reimbursement ratio for the project cost is 88.53%, with the City's match at a minimum of 11.47%. For this project, if approved, approximately $5,572,000 of Federal funds will be available for the City of Moreno Valley to rehabilitate Iris Bridge and the City's matching funds will be approximately $722,000. If the project funding is approved by Caltrans, staff will return to the City Council to consider a multi-year local match funding plan for the project as a part of the Capital Improvement Plan budget update. Currently, there is no impact to the General Fund.

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Caltrans is accepting grant application for bridge rehabilitation funding under Federal Surface Transportation Program. City Council is requested to authorize submittal of a grant application to seek funding to rehabilitate Iris Avenue Bridge located at 0.15 miles east of Lasselle Avenue and approve the proposed Resolution approving a commitment to provide at least a minimum of 11.47% of the total project cost in matching local funds.

ATTACHMENTS

Attachment 1: Location Map
Attachment 2: Proposed Resolution

Prepared By:
Viren Shah, P.E.
Consultant Project Manager

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

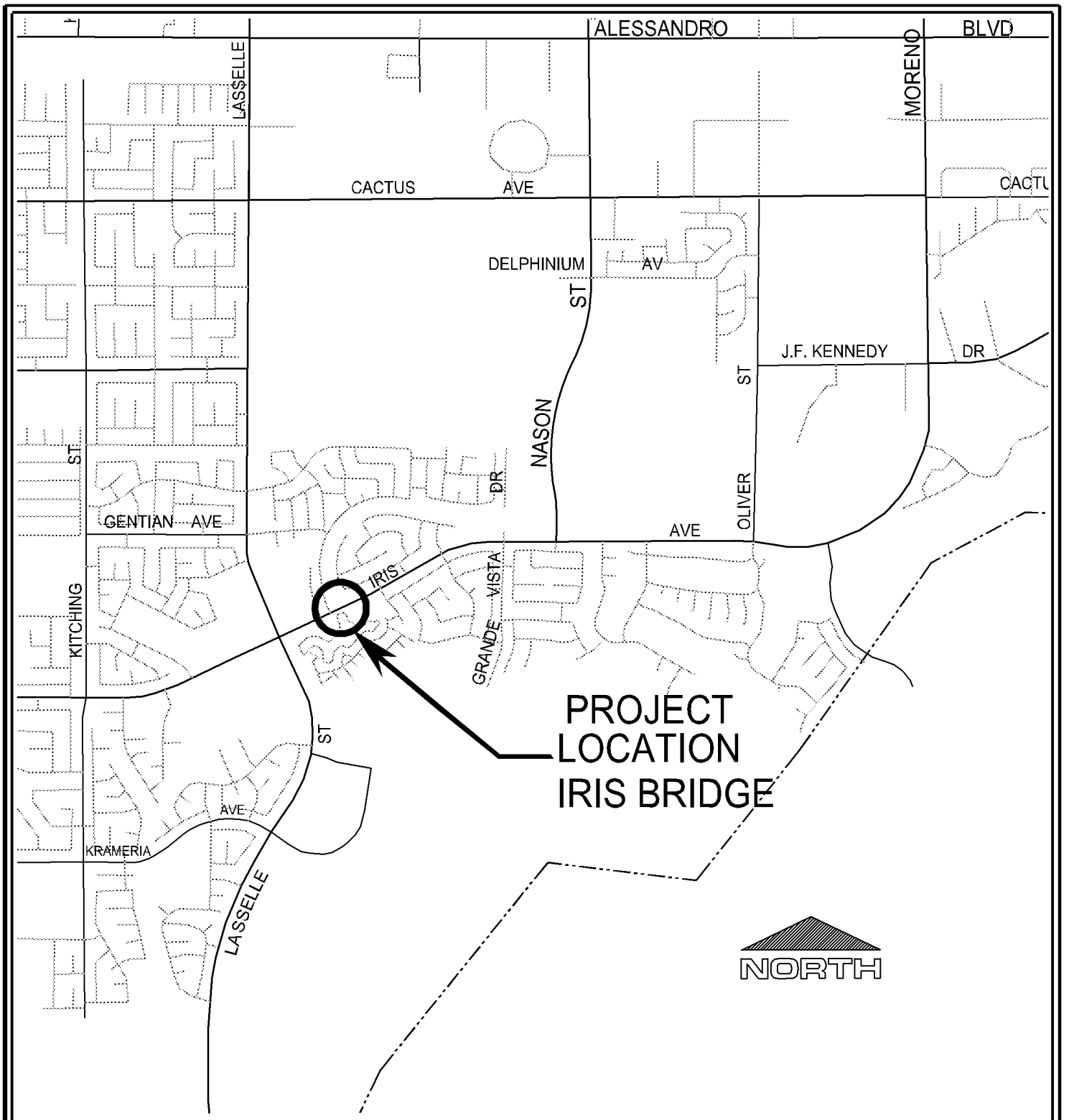

LOCATION MAP

Public WorksDepartment
Capital Projects Division

Scale: None

ATTACHMENT 1

BRIDGE REHABILITATION
IRIS BRIDGE
BRIDGE No. 56C0418

Date: 03 Apr 13 - 8:30 am
File: W:\CapProj\CapProj\PROJECTS\Viren - 09-22679828 - Bridge Maintenance\HBP\Location Map\Location Map.dwg
User: deepaks

RESOLUTION NO. 2013-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING CERTIFICATION OF AVAILABLE MATCHING FUNDS FOR THE SURFACE TRANSPORTATION PROGRAM.

WHEREAS, the Surface Transportation Program provides funding for the rehabilitation and replacement of bridges; and

WHEREAS, the City of Moreno Valley has an eligible bridge in need of rehabilitation; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: The Council of the City of Moreno Valley has committed to provide at least the minimum of 11.47% matching funds for the Surface Transportation Program's eligible bridges within the City of Moreno Valley.

APPROVED AND ADOPTED this 23rd day of April, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-23 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 23rd day of April, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: April 23, 2013

TITLE: PA06-0021, PM 34577 – ACCEPT DEVELOPMENT IMPACT FEE (DIF) IMPROVEMENT CREDIT AGREEMENT #D12-001 FOR INDIAN STREET AND SAN MICHELE ROAD IMPROVEMENTS ASSOCIATED WITH THE I-215 LOGISTICS PROJECT

RECOMMENDED ACTION

Recommendations:

1. Accept the Development Impact Fee Improvement Credit Agreement #D12-001 (DIF Agreement) for PA06-0021, PM 34577 improvements.

2. Authorize the Mayor to execute the DIF Agreement.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On January 11, 2007, the Planning Commission of the City of Moreno Valley approved Tentative Parcel Map No. 34577 (PA06-0021) along with Plot Plan (PA06-0022) for two industrial warehouse buildings. On November 28, 2011, Amended Plot Plan P11-090 (Building #1; 455,000 square feet) and Amended Plot Plan P11-091 (Building #2; 1,250,000 square feet) were approved by the Planning Director as amendments to the original plot plan. The developer is constructing Building #2 as part of Phase I. The project is bounded by Indian Street to the east, Heacock Street to the west, San Michelle Road to the south, and Cardinal Avenue to the north.

The City Council of the City of Moreno Valley executed the Agreement for Public Improvements and letters of credit as securities for public improvements in the amount

of $5,365,000 for Faithful Performance and $2,682,500 for Material and Labor. The letters of credit were secured by Wells Fargo Bank.

The City's Municipal Code, Chapter 3.42, "Commercial and Industrial Development Impact Fees" requires the developer to pay Development Impact Fees (DIF). The DIF covers the developer's fair share of the costs to construct improvements and right-of-way dedications that help mitigate the traffic impacts and burdens on the City's network of arterial streets and traffic signals generated by the project.

As part of the project conditions of approval, the developer will be constructing some of the required DIF-related public improvements. In accordance with the City's Municipal Code, Section 3.42.110, the "Credit for Improvements provided by Developer" will allow the developer to receive a credit for qualifying public improvements made to the designated arterial street(s). The developer's initial credit amount is based on the lower of the DIF Study Costs, the Engineer's Cost Estimate provided by the developer, and the DIF Fee Obligation.

If it is determined that the developer constructed improvements above and beyond the project obligation, they may be eligible for a reimbursement in accordance with the current policy in place at that time. Reimbursements may either be paid per the City policy or used as credits towards any other future project's DIF fee obligations.

DISCUSSION

The developer of Parcel Map No. 34577 (PA06-0021) was required to construct certain improvements on San Michele Road, Indian Street, and a traffic signal at Heacock Street and Cardinal Avenue.

The developer is eligible to receive DIF Credits for specific improvements identified in the DIF Study for San Michele Road, Indian Street, and a traffic signal at Heacock Street and Cardinal Avenue, which have not already been completed by others or that are part of the Western Riverside Council of Governments (WRCOG) Transportation Uniform Mitigation Fee (TUMF) Program. Qualifying DIF improvements include roadway excavation, pavement, base, curb and gutter, striping, traffic control, and traffic signal.

The developer agrees to perform and complete all of the required public improvements in accordance with the Agreement for Public Improvements. Per the DIF Improvement Credit Agreement, the initial credit is the least of the DIF Study Costs, Engineer's Cost Estimate provided by the developer, and DIF Fee Obligation. Refer to Exhibit "C" – DIF Credit Calculation Table of the DIF Improvement Credit Agreement. The DIF Improvement Credit Agreement is attached to this Staff Report as Attachment 1. Based on the information provided by the developer, the initial DIF Credit for this project is $213,750 for the Arterial Street component of the DIF and $145,000 for the Traffic Signal component of the DIF.

If it is determined at the completion of the project that the developer constructed improvements above and beyond the project obligation, a DIF Improvement

Reimbursement Agreement will be presented to City Council at that time. Any reimbursements may either be paid per the City policy or used as credits towards any other future project's DIF fee obligations.

ALTERNATIVES

1. Accept the Development Impact Fee Improvement Credit Agreement #D12-001 (DIF Agreement) for PA06-0021, PM 34577 and authorize the Mayor to execute the DIF Agreement.

2. Do not accept the Development Impact Fee Improvement Credit Agreement #D12-001 (DIF Agreement) for PA06-0021, PM 34577 and do not authorize the Mayor to execute the DIF Agreement. Not approving staff's recommendation would result in no DIF credit being provided to the developer.

FISCAL IMPACT

There are no fiscal impacts associated with the proposed action.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

NOTIFICATION

Publication of agenda.

ATTACHMENTS

Attachment 1 – DIF Improvement Credit Agreement

Prepared By:
Clement Jimenez, P.E.
Senior Engineer

Department Head Approval:
Barry Foster
Community and Economic Development Director

Concurred By:
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

DEVELOPMENT IMPACT FEES

IMPROVEMENT CREDIT AGREEMENT

NUMBER D12-001

PA06-0021, Parcel Map 34577
P11-091 (PA06-0022) Amended Plot Plan Building #2 (1,250,000-SQ FT) Parcel 2, Phase I

This Development Impact Fees Improvement Credit Agreement is made and entered into as of the date the City signs this Agreement, by and between the City of Moreno Valley, a municipal corporation, hereinafter referred to as "City" and the undersigned Developer, hereinafter referred to as "Developer."

RECITALS

WHEREAS, Developer and City have entered into an Agreement for Public Improvements (attached hereto as Exhibit "A"), dated September 25, 2012, which Agreement for Public Improvements sets forth all obligations of the Developer for Public Improvements that are a condition of approval for the above-titled development (hereinafter referred to as the "Project"), some of which may be eligible for Development Impact Fees (hereinafter referred to as "DIF") Credit under this Agreement; and

WHEREAS, the City of Moreno Valley Municipal Code Chapter 3.38 "Residential Development Impact Fees" and Chapter 3.42 "Commercial and Industrial Development Impact Fees" requires Developer to pay the DIF for projects identified in the most recently adopted DIF study (hereinafter referred to as "DIF Obligation") which covers the Project's fair share of the costs to construct improvements that help mitigate the impacts

and burdens on the City's local systems generated by the Project and that are necessary to provide City services and protect the safety, health, and welfare of residential and non-residential users; and

WHEREAS, certain improvements set forth in the Agreement for Public Improvements are also identified in the City's DIF Program as improvements that are to be funded from DIF, which identified improvements are set forth in Exhibit B attached hereto and hereby incorporated by reference and are hereinafter referred to as the DIF Improvements; and

WHEREAS, if the City or some other third party constructs the DIF improvements set forth in the Agreement for Public Improvements prior to Developer, then this Improvement Credit Agreement shall become null and void and the Developer shall be required to pay the full DIF Obligation of the Project; and

WHEREAS, the City and Developer now desire to enter into this Improvement Credit Agreement to provide a means by which the Developer may receive a Credit for required DIF improvements actually constructed by the Developer for the subject Project subject to the terms and limitations set forth in this Agreement.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and City hereby agree as follows:

1.0 General Provisions.

1.1 Incorporation of Recitals. The Parties hereby affirm the facts and provisions set forth in the above Recitals and agree to their incorporation herein as though set forth in full.

1.2 Incorporation of the Agreement for Public Improvements. The Parties hereby affirm the terms, conditions and requirements set forth in the Agreement for Public Improvements (Exhibit "A") and agree to their incorporation herein as though set forth in full.

2.0 DIF Obligation.

2.1 Developer's DIF Obligation. Developer hereby agrees and accepts that, as of March 19, 2013, the Developer is obligated to pay DIF for the Project to City in the amount of One Million Two Hundred Forty Five Thousand Dollars ($1,245,000) (hereinbefore and hereinafter referred to as the "DIF Obligation"), the "Street" component of the DIF Obligation being $213,750 and the "Traffic Signal" component of the DIF Obligation being $145,000.

2.2 Effect of Agreement. Notwithstanding anything in this Agreement, Developer acknowledges that the DIF Obligation is established by the provisions of the City of Moreno Valley Municipal Code Chapter 3.38 "Residential Development Impact Fees," or Chapter 3.42 "Commercial and Industrial Development Impact Fees," and that

this Agreement does not alter, limit, increase or reduce the obligations under those code sections nor prevent City from adjusting or correcting the DIF Obligation amount to conform to the requirements of the Municipal Code.

3.0 DIF Credit Limitations.

3.1 Calculation of DIF Credit. Pursuant to City of Moreno Valley Municipal Code Sections 3.38.150 "Credit for Improvements Provided by Developers" (residential), or 3.42.110 "Credit for Improvements Provided by Developers" (commercial and industrial), and in accordance with the City's Development Impact Fee Credit and Reimbursement Policy, as adopted by the City Council on August 26, 2008, (the "Credit and Reimbursement Policy") and in consideration of Developer's obligations under the Conditions of Approval for the Project and the Agreement for Public Improvements to construct the DIF improvements, the maximum amount of DIF Credit that shall be applied by City to offset the DIF Obligation shall be as defined in Sections 4.0 of this Agreement and the Credit and Reimbursement Policy.

3.2 Effect of Agreement. Notwithstanding the foregoing, Developer acknowledges that the amounts of DIF Credits are established by the provisions of the City of Moreno Valley Municipal Code and the DIF Credit and Reimbursement Policy and this Agreement shall not prevent City from adjusting or correcting the DIF Credit amounts set forth in this Agreement to conform to the requirements of the Municipal Code and the Credit and Reimbursement policy.

4.0 DIF Credit

4.1 Maximum DIF Credit. City shall apply DIF Credit to offset, in whole or in part, the Project's DIF Obligation. The maximum amount of DIF Credit that shall be applied by City to offset the DIF Obligation shall be equal to the least of: (A) the City Engineer's Estimate of the actual cost of the DIF Improvements (hereinafter collectively referred to as "Engineer's Estimate"), or (B) project costs as identified in the DIF study in effect at the time of the issuance of a building permit, or (C) the actual DIF Obligation. In no event shall a DIF Credit exceed the actual DIF Obligation.

4.2 DIF Credit Offset to DIF Obligation. The DIF Credit shall be applied at the time DIF obligation is due and payable. If the project is to be developed by phases, by specific units, or by specific buildings, DIF Credit shall be applied according to a Public Improvements Phasing Schedule approved by the City and attached and incorporated to this agreement.

4.3 Submittal Timeframe. The Developer shall submit to the City Engineer any and all documentation the Developer deems relevant in substantiating the claim for DIF Credit for the DIF Qualifying Improvements to be constructed by the Developer. Such documentation may include contracts, bids, estimates, or any other relevant documents pertaining to the actual cost of the Qualifying Improvements. The City Engineer shall take into consideration, but shall not be bound by, any such documentation submitted by the Developer in formulating the Engineer's Estimate. All such documentation shall be submitted by the Developer to the City Engineer no later

than ninety (90) calendar days prior to the date for payment of DIF for the project. The City Engineer will use his or her best efforts and professional judgment in formulating an Engineer's Estimate and shall endeavor to provide said estimate to the Developer in writing within sixty (60) calendar days after submittal of the last document submitted by the Developer.

4.4 DIF Credit Calculation *(completed by City).*

As of the date hereof, the amount of DIF Credit for which Developer is potentially eligible is set forth in Exhibit C "DIF Credit Calculation Table" attached hereto and hereby incorporated by reference.

4.5 Reconciliation - Final DIF Credit. If the dollar amount of the actual DIF Credit is less than the amount of the actual unpaid DIF Obligation (hereinafter referred to as "DIF Balance"), the City shall notify the Developer in writing of the amount of the DIF Balance and Developer shall pay the DIF Balance to fully satisfy the DIF Obligation at the time DIF payments are due. If the dollar amount of the actual DIF Credit exceeds the amount of the actual DIF Obligation, Developer will be deemed to have fully satisfied the DIF Obligation. If the Developer has actually paid DIF and completed DIF Improvements, but has not received full DIF Credit for which the Developer would have been otherwise eligible under the DIF Credit and Reimbursement Policy, the Developer *may* be eligible for a Reimbursement Agreement, to the extent applicable, as provided in a separate Development Impact Fees Improvement Reimbursement Agreement.

4.6 Credit Transfer for Unfunded DIF Reimbursement Eligibility. To the extent that Developer has Reimbursement Eligibility Amounts which are both unpaid and unfunded by the City and which have not expired under the ten (10) year limitation set forth in the Development Impact Fee Credit and Reimbursement Policy No. 3.24, Section F – Time Limitation, Developer may apply to receive partial or full DIF Credits for the same component of DIF on another development project within the City owned or controlled by that Developer and which has received all necessary approvals, on a dollar for dollar basis. Written application shall be made to the City and Developer shall provide any and all documentation and other information the City may reasonably request. The City shall not unreasonably withhold approval of such a Credit Transfer.

5.0 No Interest. Developer shall not be entitled to any interest, or any other cost or time value adjustment, for DIF paid to the City whether or not subsequently credited under Section 4.6 or reimbursed.

6.0 Term of Agreement. For purposes of Reimbursement Eligibility and Credit Transfer, this Agreement shall remain in effect for a period not to exceed ten (10) years from the date of execution by the City.

7.0 General.

7.1 Assignment. Except as specifically set forth in this Agreement, this Agreement shall not be assigned by any Party without the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld. All

assignees and successors in interest shall assume and become obligated to perform all obligations and be entitled to all benefits of the original Party.

7.2 Amendment. This Agreement may only be amended in writing signed by the Parties.

7.3 Law, Venue and Jurisdiction. This Agreement shall be governed by the laws of the State of California. Venue and Jurisdiction of all matters arising out, pertaining to, or in any way related to this Agreement shall be vested in the Superior Court of the State of California, in and for the County of Riverside, California.

7.4 Notices. Any notices to be given pursuant to this Agreement shall be in writing and delivered by First Class Mail addressed to the Parties as follows:

City: City Engineer
City of Moreno Valley
Post Office Box 88005
Moreno Valley, California 92552-0805

Developer: David Nazaryk, Vice President
I-215 Logistics, LLC
3501 Jamboree Road, Suite 230
Newport Beach, CA 92660

7.5 Entire Agreement. This Agreement is the final, complete and exclusive statement of the Agreement of the Parties with respect to the subject matter hereof and supersedes and replaces any prior oral or written agreements between the Parties addressing the same subject matter.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have caused their authorized representatives to execute this Agreement.

CITY OF MORENO VALLEY,
a California municipal corporation

By: _____
Mayor

Its: _____

Date: _____

ATTEST: _____
City Clerk

Date: _____

APPROVED AS TO FORM:

_____
City Attorney

Date: _____

I-215 Logistics, LLC
a Delaware limited liability company

By: SEE ATTACHED SIGNATURE PAGE

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

SIGNING INSTRUCTION TO THE DEVELOPER:

All signatures on the Contract Agreement on behalf of the Developer must be acknowledged before a notary public. In the event that the Developer is a corporation, the president or vice-president plus the secretary of/or an assistant secretary of the corporation must sign. Corporate seal may be affixed hereto.

I-215 Logistics, LLC
a Delaware limited liability company

By: **LION-TCC DEVELOPMENT II, LLC**
a Delaware limited liability Company, its single member

By: **TC Industrial Associates, Inc.**
a Delaware corporation, its managing member

By: _____
David Nazaryk,
Vice President

ACKNOWLEDGMENT

State of California
County of Orange)

On April 2, 2013 before me, R. Flandez, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

R. FLANDEZ
Commission # 1916162
Notary Public - California
Orange County
My Comm. Expires Jan 6, 2015

EXHIBIT "A"

PUBLIC IMPROVEMENT AGREEMENT

WITH BONDS

(ATTACHED BEHIND THIS PAGE)

EXHIBIT "A"

Revised 092508

DOC # 2012-0581094
11/30/2012 01:54P Fee:NC
Page 1 of 15
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

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Recording requested by and when recorded, mail to:
City Clerk
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

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DTT:

AGREEMENT FOR PUBLIC IMPROVEMENTS FOR PROJECT NO. PA06-0021 (PM 34577)

Title of Document

THIS AREA FOR RECORDER'S USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

RECORDING REQUESTED BY:
City of Moreno Valley

WHEN RECORDED, RETURN TO:

CITY OF MORENO VALLEY
City Clerk
P. O. Box 88005
Moreno Valley, CA 92552-0805

No recording fee per Government Code, Section 6103

This space for Recorder's use only.

AGREEMENT FOR PUBLIC IMPROVEMENTS
FOR
PROJECT NO. PA06-0021 (PM 34577)

APN 316-170-015	APN 316-170-017	APN 316-170-006	APN 316-170-013
APN 316-170-016	APN 316-170-004	APN 316-170-007	APN 316-170-010

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and **I-215 Logistics, LLC A Delaware limited liability company**, herein after called Developer, on the date the City signs this agreement.

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **PA06-0021 (PM 34577)** agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **TWENTY-FOUR (24)** months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code.

Security to guarantee the performance of this agreement shall be in the following amounts:

Faithful Performance security shall be in the sum of **FIVE MILLION THREE HUNDRED SIXTY-FIVE THOUSAND AND NO/100** Dollars (*****$5,365,000.00*****). The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto.

Labor and Material security shall be in the sum of **TWO MILLION SIX HUNDRED EIGHTY-TWO THOUSAND FIVE HUNDRED AND NO/100** Dollars (*****$2,682,500.00*****). The estimated cost securing payment of labor and materials is fifty (50) percent of the total cost estimate of the improvements.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Developer further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, his agents or employees, in the performance of the work, and all of said liabilities are assumed by Developer. Developer agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Developer, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

FOURTH: The Developer hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed the work within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. The Developer's obligation under this provision shall be secured by the bonds securing performance of this Agreement.

SIXTH: The Developer, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If the Developer, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Developer because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

EIGHTH: Developer agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Developer of the insufficiency of said bonds. Developer reserves the right to substitute the form of security in accordance with the City's Municipal Code at anytime during the term of this agreement, subject to approval by the City Engineer and City Attorney.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time **may** be granted by the City from time to time, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds, Developer further agrees to maintain the aforesaid bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City:
City Engineer
P.O. Box 88005
14177 Frederick
Moreno Valley, CA 92552-0805

Developer:
I-215 Logistics, LLC
A Delaware limited liability company
3501 Jamboree Road, Suite 230
Newport Beach, CA 92660

IN WITNESS WHEREOF Developer has affixed his name, address and seal.

Date approved by the City: September 25, 2012

I-215 Logistics, LLC A Delaware limited liability company:

Developer

BY: _____
Signature

THOMAS A. BAK
Print/Type Name

Vice President
Title

BY: _____
Signature

David Nazeryk
Print/Type Name

VP
Title

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

By: _____
City Clerk

(SEAL)

CITY OF MORENO VALLEY

By: _____
Mayor

APPROVED AS TO FORM:
CITY ATTORNEY

Date: 1 OCT 2012

By: _____
City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED IN QUADRUPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; PINK - DEVELOPER; GREEN - SURETY; BLUE - PROJECT FILE

W:\LandDev\MANAGEMENT ASSISTANT\Agreement Bond Packets\PA06-0021 - Agreement.doc

ACKNOWLEDGMENT

State of California
County of Orange)

On August 23, 2012 before me, R. Flandez, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

R. FLANDEZ
Commission # 1916162
Notary Public - California
Orange County
My Comm. Expires Jan 6, 2015

ACKNOWLEDGMENT

State of California
County of Orange)

On August 23, 2012 before me, R. Flandez, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

R. FLANDEZ
Commission # 1916162
Notary Public - California
Orange County
My Comm. Expires Jan 6, 2015

EXHIBIT "A"
ENGINEER'S ESTIMATE

CMJ

PROJECT: PA06-0021
PM 34677
Trammell Crow

DATE: 8/22/12
PREPARED BY: C. Jimenez

PUBLIC PAVEMENT SECTIONS

TYPE			QUANTITY	UNIT	UNIT PRICE	TOTAL
Street Work - Iron D/F Non TUMF						
Roadway Excavation			2440	C.Y.	29.00	70,760
A.B. Class II - Cardinal	1	Thickness (ft.)				
	39694	S.F.	2877	Ton	33.00	94,941
A.C. - Cardinal	0.5	Thickness (ft.)				
	39694	S.F.	1438	Ton	80.00	115,040
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Street Work - D/F						
Roadway Excavation			4000	C.Y.	29.00	116,000
A.B. Class II - San Michele	1	Thickness (ft.)				
	54879	S.F.	3978	Ton	33.00	131,274
A.C. - San Michele	0.5	Thickness (ft.)				
	54879	S.F.	1989	Ton	80.00	159,120
Roadway Excavation			930	C.Y.	29.00	26,970
A.B. Class II - Indian	0.75	Thickness (ft.)				
	13610	S.F.	740	Ton	33.00	24,420
A.C. - Indian	0.45	Thickness (ft.)				
	13610	S.F.	444	Ton	80.00	35,520
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Street Work - TUMF						
Roadway Excavation			3700	C.Y.	29.00	107,300
A.B. Class II - Heacock	1	Thickness (ft.)				
	65409	S.F.	4742	Ton	33.00	156,486
A.C. - Heacock	0.5	Thickness (ft.)				
	65409	S.F.	2371	Ton	80.00	189,680
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
					SUBTOTAL:	1,227,511

REGISTERED PROFESSIONAL ENGINEER
C 047255
EXP 12/31/13
CIVIL
STATE OF CALIFORNIA

EXHIBIT "A"
ENGINEER'S ESTIMATE

DATE: 8/27/12
PREPARED BY: C. Jimenez CMJ

PROJECT: PA08-0021
PM 34577
Trammell Crow

PUBLIC STREET WORK

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Offsite Street Work				
Pavement				
Grind & Pave 0.15'	0	S.F.	3.26	0
A.C. Cap/Overlay	0	Ton	80.00	0
Slurry Seal (Based on $150/Ton Type II)	4450	S.Y.	2.25	10,013
Paving Fabric	0	S.Y.	1.20	0
Sawcut	3800	L.F.	3.00	11,400
Edge Taper AC Pavement	1720	S.F.	5.30	9,116
Trench Repaving	0	S.F.	12.00	0
A.C. Berm - 6"	0	L.F.	10.00	0
Remove Existing Barrier	20	L.F.	45.00	900
Adjust M.H. to Grade	11	EA.	600.00	6,600
Remove Existing Access Ramp	998	S.F.	4.00	3,984
Remove & Dispose Existing Pavement & Base	78739	S.F.	3.00	236,217
Remove Existing Cross Gutter	420	S.F.	4.00	1,680
Concrete				
P.C.C. Paving - 6"	0	S.F.	6.50	0
P.C.C. Paving - 8.5"	1575	S.F.	11.20	17,640
Curb and Gutter - 6"	0	L.F.	25.00	0
Curb and Gutter - 8"	4890	L.F.	30.00	146,900
Curb and Gutter - 6" (DIF Street Name)	0	L.F.	30.00	0
Curb and Gutter - 6" (TUMF Street Name)	0	L.F.	30.00	0
Cross Gutter and Spandrel	830	S.F.	10.25	8,508
Sidewalk	41320	S.F.	4.25	175,610
Sidewalk (DIF Street Name)	0	S.F.	7.00	0
Sidewalk (TUMF Street Name)	0	S.F.	7.00	0
Driveway Approach - 6"	0	S.F.	6.50	0
Driveway Approach - 8"	1290	S.F.	10.50	13,545
Wheelchair Ramp	4	EA.	2,600.00	10,400
Barricade	90	L.F.	100.00	9,000
Bus Bay	0	EA.	16,000.00	0
Miscellaneous				
Relocate Power Poles	0	EA.	30,000.00	0
Relocate Power Poles (DIF Street Name)	0	EA.	30,000.00	0
Erosion Control	0	AC.	6,000.00	0
Relocate Existing Pullbox (City Specified Location)	11	EA.	250.00	2,750
				0
			SUBTOTAL:	658,462
Traffic Improvements				
Traffic Striping (DIF Street)	0	L.S.	-	0
Street Name Sign	1	EA.	500.00	500
Stop Sign	0	EA.	200.00	0
Signs and Posts	0	EA.	200.00	0
Signs and Posts (DIF Street)	0	EA.	200.00	0
Street Sweeping Sign	0	EA.	200.00	0
Traffic Control	1	L.S.	10000	10,000
Traffic Control (DIF Street Name)	0	L.S.	10000	0
Type 3" Pavement Delineator @ 20' Along Taper	300	L.F.	25.00	7,500
			SUBTOTAL:	18,000
Bondable Street Work Only (not plan checked)				
Undergrounding of Utilities	1200	L.F.	198.00	237,600
Monuments	10	EA.	300.00	3,000
			SUBTOTAL:	240,600

REGISTERED PROFESSIONAL ENGINEER
C 047039
EXP 12/31/13
CIVIL
STATE OF CALIFORNIA

EXHIBIT "A"
ENGINEER'S ESTIMATE

DATE: 8/22/12
PREPARED BY: C. Jimenez

PROJECT: PA05-0121
PM 34677
Trammell Crow

PUBLIC STREET WORK (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Special Districts				
Landscaping - Medians	0	S.F.	6.00	0
Landscaping - Parkways	0	S.F.	6.00	0
Street Lights (9000 lumen)	0	EA.	5,000.00	0
Street Lights (22000 lumen)	35	EA.	6,000.00	210,000
			SPECIAL DISTRICTS SUBTOTAL:	210,000
Moreno Valley Utilities				
Electrical Utility Infrastructure	1	L.S.	1,000,000.00	1,000,000
			MVU SUBTOTAL:	1,000,000
Water Quality Basin				
Landscaping	0	S.F.	6.00	0
Filtration Devices	0	EA.	0	0
Access Ramp PCC	0	S.F.	0	0
Low-Flow Pipe System	0	L.F.	0	0
Headwalls	0	EA	0	0
Outlets	0	EA	0	0
Risers	0	EA	0	0
Forebay PCC	0	S.F.	0	0
Toe of slope protection PCC	0	S.F.	20.00	0
			WQB SUBTOTAL:	0
Transportation Engineering				
Traffic Signal New (Interconnect, Controller, Software, Initial Coordination	1	EA.	272,000.00	272,000
Traffic Signal Modification	1	LS.	100000	100,000
Traffic Signal Interconnect (Existing Signals Only)	1200	L.F.	30.00	36,000
			TRANSPORTATION SUBTOTAL:	408,000

REGISTERED PROFESSIONAL ENGINEER
C 047255
EXP 12/31/13
CIVIL
STATE OF CALIFORNIA

EXHIBIT "A"
ENGINEER'S ESTIMATE

DATE: 8/22/12
PREPARED BY: C. Jimenez CMJ

PROJECT: PA06-0021
PM 34577
Trammell Crow

PUBLIC STORM DRAIN SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipe				
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	1580	L.F.	160.00	252,800
24" Reinforced Concrete Pipe (DIF Street Name)	0	L.F.	160.00	0
30" Reinforced Concrete Pipe	0	L.F.	180.00	0
36" Reinforced Concrete Pipe	180	L.F.	190.00	34,200
39" Reinforced Concrete Pipe	0	L.F.	200.00	0
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe	0	L.F.	360.00	0
66" Reinforced Concrete Pipe	0	L.F.	375.00	0
72" Reinforced Concrete Pipe	0	L.F.	414.00	0
78" Reinforced Concrete Pipe	0	L.F.	459.00	0
84" Reinforced Concrete Pipe	0	L.F.	505.00	0
90" Reinforced Concrete Pipe	0	L.F.	557.00	0
96" Reinforced Concrete Pipe	0	L.F.	613.00	0
102" Reinforced Concrete Pipe	0	L.F.	671.00	0
108" Reinforced Concrete Pipe	0	L.F.	724.00	0
114" Reinforced Concrete Pipe	0	L.F.	785.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
60" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
8' X 10' Reinforced Concrete Box	0	C.Y.	1200.00	0
8' X 12' Reinforced Concrete Box	0	C.Y.	1400.00	0
2 - 72" Reinforced Concrete Pipe	0	L.F.	840.00	0
3 - 4' X 2' Reinforced Concrete Pipe	0	L.F.	461.00	0
	0		0.00	0
Manholes				
Manhole No. 1	4	EA.	5000.00	20,000
Manhole No. 2	0	EA.	7200.00	0
Manhole No. 3	0	EA.	8500.00	0
Manhole No. 4	0	EA.	10000.00	0
	0		0.00	0
Catch Basins				
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	7	EA.	5500.00	38,500
Catch Basin (10')	0	EA.	6000.00	0
Catch Basin (14')	0	EA.	8000.00	0
Catch Basin (21')	0	EA.	12500.00	0
Local Depressions	7	EA.	535.00	3,745
Catch Basin (3.5') (DIF Street Name)	0	EA.	3100.00	0
Catch Basin (7') (DIF Street Name)	0	EA.	5500.00	0
Catch Basin (10') DIF Street Name)	0	EA.	6000.00	0
Catch Basin (14') (DIF Street Name)	0	EA.	8000.00	0
Catch Basin (21') (DIF Street Name)	0	EA.	12500.00	0
Local Depressions (DIF Street Name)	0	EA.	535.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	0	EA.	2100.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Removal/Relocation Catch Basin	0	EA.	5000.00	0
Grated Catch Basin	0	EA.	8000.00	0
Headwall	0	EA.	5500.00	0

C 047255
EXP 12/31/13
CIVIL
STATE OF CALIFORNIA

EXHIBIT "A"
ENGINEER'S ESTIMATE

DATE: 8/22/17
PREPARED BY: C. Jimenez CMJ

PROJECT: PA05-0021
PM-34577
Trammell Crow

PUBLIC STORM DRAIN SYSTEM (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Structures				
Transition Structure	1	EA.	5500.00	5,500
Junction Structure	8	EA.	6500.00	52,000
Type IX Inlet Structure	0	EA.	2500.00	0
Inlet Structure (drop)	0	EA.	4000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48")	0	EA.	3000.00	0
Headwall	0	EA.	6500.00	0
Concrete Collar (Grater than 48")	0	EA.	5000.00	0
Modified Junction Structure	0	EA.	15000.00	0
End Cap	3	EA.	1000.00	3,000
Drains				
Terrace Drain	0	S.F.	10.00	0
Down Drain	0	S.F.	10.00	0
Parkway Drain	0	EA.	3500.00	0
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	0	EA.	250.00	0
"V" Gutter	0	S.F.	10.00	0
	0		0	0
Miscellaneous				
Rip Rap	0	TON	80.00	0
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
Manhole Shaft	0		5000.00	0
Access Opening	0		15000	0
			SUBTOTAL:	409,745

REGISTERED PROFESSIONAL ENGINEER
C 047255
Exp. 12/31/13
CIVIL
STATE OF CALIFORNIA

EXHIBIT "A"
ENGINEER'S ESTIMATE

DATE: 8/22/12
PREPARED BY: C. Jimenez CMJ

PROJECT: PA06-0021
PM 34577
Trammell Crow

PUBLIC WATER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Water System				
2" PVC Service Line Recyled Water System	109	L.F.	25.00	2,725
6" PVC C-900	33	L.F.	30.00	990
8" PVC C-900	240	L.F.	35.00	8,400
10" PVC C-900	0	L.F.	40.00	0
12" PVC C-900	1495	L.F.	60.00	89,700
16" PVC C-900	0	L.F.	90.00	0
18" PVC C-900	0	L.F.	135.00	0
20" PVC C-900	0	L.F.	180.00	0
8" PVC C-900 Recycled Water System	2863	L.F.	35	100,205
Valves - Water System				
4" Gate Valve	0	EA.	715.00	0
6" Gate Valve	0	EA.	830.00	0
8" Gate Valve Recycled Water System	4	EA.	1,340.00	5,360
10" Gate Valve	0	EA.	1,500.00	0
12" Gate Valve	4	EA.	2,300.00	9,200
16" Gate Valve	0	EA.	6,270.00	0
18" Gate Valve	0	EA.	14,300.00	0
4" Butterfly Valve	0	EA.	330.00	0
6" Butterfly Valve	0	EA.	520.00	0
8" Butterfly Valve	0	EA.	990.00	0
10" Butterfly Valve	0	EA.	1,200.00	0
12" Butterfly Valve	0	EA.	1,400.00	0
16" Butterfly Valve	0	EA.	2,700.00	0
18" Butterfly Valve	0	EA.	2,800.00	0
20" Butterfly Valve	0	EA.	4,200.00	0
24" Butterfly Valve	0	EA.	6,200.00	0
1" Air Vac Release	0	EA.	2,400.00	0
2" Air Vac Release	0	EA.	4,000.00	0
2" Backflow Preventer, Pad & Cover	0	EA.	4,300.00	0
4" Blow Off	0	EA.	5,500.00	0
6" Blow Off	0	EA.	4,000.00	0
	0		0.00	0
Fire Hydrants - Water System				
6" Standard Fire Hydrants	0	EA.	4,000.00	0
6" Super Fire Hydrants	11	EA.	4,500.00	49,500
	0		0.00	0
Services Connections				
1" Service	0	EA.	800.00	0
1" Service w/ 5/8" Service	0	EA.	2,000.00	0
1 1/2" Service	0	EA.	1,100.00	0
2" Service Recycled Water System	2	EA.	1,600.00	3,200
	0		0.00	0
Fittings - Water System				
Misc. Fittings 4"	0		120.00	0
Misc. Fittings 6"	0		160.00	0
Misc. Fittings 8" Recycled Water System	4		200.00	800
Misc. Fittings 10"	0		240.00	0
Misc. Fittings 12"	4		750.00	3,000
	0		0.00	0
Water Meters - Water System				
5/8" Meter	0		230.00	0
1" Meter	0		320.00	0
1 1/2" Meter	0		420.00	0
2" Meter	0		525.00	0
	0		0.00	0
Hot Tap Connections - Water System				
6" Hot Tap	0	EA.	1,750.00	0
8" Hot Tap	0	EA.	2,200.00	0
12" Hot Tap	4	EA.	3,150.00	12,600
Hot Tap Service Clamp	0	EA.	1,000.00	0
Water Service	0	EA.	330.00	0
	0		0.00	0

REGISTERED PROFESSIONAL ENGINEER
C 047255
EXP. 12/31/13
CIVIL
STATE OF CALIFORNIA

CMJ

Miscellaneous - Water System			
Thrust Block	0 CY	150.00	0
Jack & Bore	0 L.F.	500.00	0
Joint at Existing 8"	0 EA.	650.00	0
Adjust Water Meter Box to Grade	0 EA.	235.00	0
	0	0.00	0
		SUBTOTAL:	285,580

REGISTERED PROFESSIONAL ENGINEER
C 047256
EXP. 12/31/13
CIVIL
STATE OF CALIFORNIA

EXHIBIT "A"
ENGINEER'S ESTIMATE

DATE: 8/22/12
PREPARED BY: C. Jimenez CMJ

PROJECT: PA98-0021
PM 34577
Trammell Crow

PUBLIC SEWER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Sewer System				
4" V.C. Pipe	0	L.F.	25.00	0
6" V.C. Pipe	0	L.F.	40.00	0
8" V.C. Pipe	180	L.F.	55.00	9,900
10" V.C. Pipe	0	L.F.	60.00	0
12" V.C. Pipe	0	L.F.	70.00	0
15" V.C. Pipe	0	L.F.	80.00	0
18" V.C. Pipe	0	L.F.	160.00	0
21" V.C. Pipe	0	L.F.	180.00	0
24" V.C. Pipe	0	L.F.	195.00	0
27" V.C. Pipe	0	L.F.	215.00	0
30" V.C. Pipe	0	L.F.	235.00	0
33" V.C. Pipe	0	L.F.	280.00	0
36" V.C. Pipe	0	L.F.	300.00	0
4" SDR - 35	0	L.F.	25.00	0
6" SDR - 35	0	L.F.	30.00	0
8" SDR - 35	0	L.F.	35.00	0
10" SDR - 35	0	L.F.	45.00	0
12" SDR - 35	0	L.F.	54.00	0
15" SDR - 35	0	L.F.	90.00	0
Concrete Encasement	0	L.F.	20.00	0
	0		0.00	0
Clean Outs - Sewer System				
Clean-outs	0	EA.	730.00	0
Clean Out Lateral	0	EA.	200.00	0
	0		0.00	0
Manholes - Sewer System				
Standard Manhole 48"	3	EA.	3,140.00	9,420
Standard Manhole 48" Extra Depth	0	EA.	3,600.00	0
Standard Manhole 60"	0	EA.	4,500.00	0
Shallow Manhole	0	EA.	3,300.00	0
Adjust Manhole to Grade	0	EA.	530.00	0
Tie into Existing Manhole	0	EA.	2,100.00	0
Rechannel Existing Manhole	0	EA.	1,500.00	0
Join Existing 8" Pipe	0	EA.	1,500.00	0
Join Existing 12" Pipe	0	EA.	2,000.00	0
Pavement around M/H	0	S.F.	14.00	0
	0		0.00	0
Miscellaneous - Sewer System				
Wyes	0	EA.	90.00	0
TV Sewer	0	L.F.	1.20	0
Trench Paving	200	S.F.	5.00	1,000
Pavement Replacement	0	S.F.	8.00	0
			SUBTOTAL:	20,320

REGISTERED PROFESSIONAL ENGINEER
C 047255
EXP 12/31/13
CIVIL
STATE OF CALIFORNIA

EXHIBIT "A"
ENGINEER'S ESTIMATE

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
BOND COMPUTATION SHEET

PROJECT: PA06-0021
PM 34577
Trammell Crow

DATE:
PREPARED BY: C. Jimenez

CMJ

IMPROVEMENT TYPE:

PAVEMENT SECTION WORK	$1,227,511
OFFSITE STREET WORK	$658,462
SPECIAL DISTRICTS	$210,000
MORENO VALLEY UTILITIES	$1,000,000
WATER QUALITY BASIN	$0
TRANSPORTATION ENGINEERING	$106,000
STORM DRAIN SYSTEM	$409,745
WATER SYSTEM & RECYCLED	$285,660
SEWER SYSTEM	$20,320
TRAFFIC IMPROVEMENTS	$10,600
BONDABLE WORK (not plan checked)	$240,600
TOTAL COST (VALUE) OF IMPROVEMENTS:	$4,470,818
+20% CONTINGENCY:	$894,364
TOTAL WITH STANDARD CONTINGENCY:	$5,364,882

BOND AMOUNT: $5,365,000

REGISTERED PROFESSIONAL ENGINEER
C 047365
EXP 12/31/13
CIVIL
STATE OF CALIFORNIA

Wells Fargo Bank, N.A.
U.S. Trade Services
Standby Letters of Credit
MAC A0195-212
One Front Street, 21st Floor
San Francisco, California 94111
Phone: 1(800)798-2815 Option 1
E-Mail: sftrade@wellsfargo.com

IRREVOCABLE LETTER OF CREDIT
AS FAITHFUL PERFORMANCE BOND

Irrevocable Letter of Credit No.IS0014770U

Project No. PA06-0021 (PM 34577)

Dated: SEPTEMBER 07, 2012

Public R/W
Improvements US $5,365,000.00

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

Re: Irrevocable Letter of Credit Delivered as Improvement Security Pursuant to California Government Code Sections 66499 et seq. and Regulations of the City of Moreno Valley

Gentlemen:

Wells Fargo Bank, N.A., a financial institution subject to regulation by the State of California and the United States Government, establishes and delivers to the City of Moreno Valley this irrevocable letter of credit in your favor for the account of I-215 Logistics, LLC A Delaware Limited Liability Company located at 3501 Jamboree Rd., Suite 230 Newport Beach, CA 92660 up to an aggregate sum of Five Million Three Hundred Sixty Five Thousand and No/100Dollars (US $5,365,000.00) as "Improvement Security" as required by Government Code Sections 66499 et seq. and Regulations of the City of Moreno Valley, for Project No. PA06-0021 (PM 34577).

All or any portion of the funds available pursuant to this irrevocable letter of credit will be paid upon the written demand of the City of Moreno Valley. The written demand need not present documentation of any type as a condition of payment, including proof of loss, but will be available by your draft at sight drawn on us and accompanied by your signed certification stating either that:

1. "I-215 Logistics, LLC A Delaware Limited Liability Company has not complied with the performance requirements as set forth in the agreements entered into with the City of Moreno Valley."

Together we'll go far

OR

2. "I-215 Logistics, LLC A Delaware Limited Liability Company has not maintained the offsite improvements as set forth in the agreements entered into with the City of Moreno Valley for the one year guarantee and warranty period provided, however, that the maximum amount which may be drawn under this subparagraph 2. shall be limited to 10% of the letter of credit.

This irrevocable letter of credit expires at the institution's counter on September 05, 2013; however, it is a condition of this letter of credit that it shall be deemed automatically extended without amendment for successive one year periods from the present and all future expiration dates thereof unless 60 days prior to any such date the institution shall notify the City in writing that the institution elects not to consider this letter of credit renewed for any such additional period.

Upon our sending you such notice of the non-extension of the expiration date of this Letter of Credit, you may also draw under this Letter of Credit, on or before the Final Expiration Date specified in such notice, by presentation of the following documents to us at our above address:

1. A draft drawn on us at sight marked "Drawn under Wells Fargo Bank, N.A. Standby Letter of Credit No. IS0014770U."

2. The original of this Standby Letter of Credit and any amendments thereto.

3. Your signed and dated statement worded as follows (with the instructions in brackets therein complied with):

The undersigned, an authorized representative of the beneficiary of Wells Fargo Bank, N. A. Letter of Credit No. IS0014770U, hereby certifies that it has received notification from Wells Fargo Bank, N.A. that this letter of credit will not be extended past its current expiration date. The undersigned further certifies that (i) as of the date of this statement, it has not received a letter of credit or other instrument acceptable to it as a replacement; and (ii) I-215 Logistics, LLC a Delaware Limited Liability Co. has not been released from its obligations."

Together we'll go far

WELLS FARGO

PROJECT NO. PA06-0021 (PM 34577)

When the work is completed to the satisfaction of the City, the City Engineer of the City of Moreno Valley will accept the work and thereupon the amount of the obligation of this security will be reduced by 90% with the remaining 10% will be held as security for a one year guarantee period and warranty period provided for in the agreements.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This Letter of Credit is Irrevocable.

Wells Fargo Bank, N.A.
(TYPE/PRINT - INSTITUTION)

By: Sharon Peace-Smoot

Sharon Peace-Smoot, AVP
(TYPE/PRINT – NAME & TITLE)

By: Angie Mendenhall

Angie Mendenhall, Operations Officer
(TYPE/PRINT – NAME & TITLE)

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF Forsyth; TO WIT:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 7th DAY OF September, 2012 BY NAME AND TITLE Sharon Peace-Smoot, AVP + Angie Mendenhall, Operations Officer.

(NOTARY PUBLIC)

OFFICIAL SEAL
Notary Public, North Carolina
COUNTY OF STOKES
LINDA A. HAMPTON
My Commission Expires 11-30-16

MY COMMISSION EXPIRES: 11-30-2016

Together we'll go far

Wells Fargo Bank, N.A.
U.S. Trade Services
Standby Letters of Credit
MAC A0195-212
One Front Street, 21st Floor
San Francisco, California 94111
Phone: 1(800)798-2815 Option 1
E-Mail: sftrade@wellsfargo.com

IRREVOCABLE LETTER OF CREDIT AS FAITHFUL PERFORMANCE BOND

Irrevocable Letter of Credit No.IS0014767U

Project No. PA06-0021 (PM 34577)

Dated: SEPTEMBER 07, 2012

Public R/W
Improvements US $2,682,500.00

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

Re: Irrevocable Letter of Credit Delivered as Security for Labor and Materials Pursuant to Government Code Sections 66499 et seq. and Regulations of the City of Moreno Valley

Gentlemen:

Wells Fargo Bank, N.A., a financial institution subject to regulation by the State of California and the United States Government, establishes and delivers to the City of Moreno Valley this irrevocable letter of credit in your favor for the account of I-215 Logistics, LLC A Delaware Limited Liability Company located at 3501 Jamboree Rd., Suite 230 Newport Beach, CA 92660 up to an aggregate sum of Two Million Six Hundred Eighty Two Thousand Five Hundred and No/100Dollars (US $2,682,500.00) as "ISecurity for Labor and Materials" as required by Government Code Sections 66499 et seq. and Regulations of the City of Moreno Valley, for Project No. PA06-0021 (PM 34577).

All or any portion of the funds available pursuant to this irrevocable letter of credit will be paid upon the written demand of the City of Moreno Valley. The written demand need not present documentation of any type as a condition of payment, including proof of loss, but will be available by your draft at sight drawn on us and accompanied by your signed certification stating either that:

1. "I-215 Logistics, LLC A Delaware Limited Liability Company has not complied with the labor and material payment requirements as set forth in the agreements entered into with the City of Moreno Valley."

Together we'll go far

This irrevocable letter of credit expires at the institution's counter on September 05, 2013; however, it is a condition of this letter of credit that it shall be deemed automatically extended without amendment for successive one year periods from the present and all future expiration dates thereof unless 60 days prior to any such date the institution shall notify the City in writing that the institution elects not to consider this letter of credit renewed for any such additional period.

Upon our sending you such notice of the non-extension of the expiration date of this Letter of Credit, you may also draw under this Letter of Credit, on or before the Final Expiration Date specified in such notice, by presentation of the following documents to us at our above address:

1. A draft drawn on us at sight marked "Drawn under Wells Fargo Bank, N.A. Standby Letter of Credit No. IS0014767U."

2. The original of this Standby Letter of Credit and any amendments thereto.

3. Your signed and dated statement worded as follows (with the instructions in brackets therein complied with):

The undersigned, an authorized representative of the beneficiary of Wells Fargo Bank, N. A. Letter of Credit No. IS0014767U, hereby certifies that it has received notification from Wells Fargo Bank, N.A. that this letter of credit will not be extended past its current expiration date. The undersigned further certifies that (i) as of the date of this statement, it has not received a letter of credit or other instrument acceptable to it as a replacement; and (ii) I-215 Logistics, LLC a Delaware Limited Liability Co. has not been released from its obligations."

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney fees incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This Letter of Credit is Irrevocable.

WELLS FARGO

[redacted]C (FP) NO. IS0014767U
PROJECT NO. PA06-0021 (PM 34577)

Wells Fargo Bank, N.A.
(TYPE/PRINT - INSTITUTION)

By: Sharon Peace-Smoot

Sharon Peace-Smoot, AVP
(TYPE/PRINT – NAME & TITLE)

By: Angie Mendenhall

Angie Mendenhall, Operations officer
(TYPE/PRINT – NAME & TITLE)

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF Forsyth ; TO WIT:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 7th DAY OF September, 2012 BY NAME AND TITLE Sharon Peace Smoot, AVP + Angie Mendenhall, Operations officer

(NOTARY PUBLIC)

OFFICIAL SEAL
Notary Public, North Carolina
COUNTY OF STOKES
LINDA A. HAMPTON
My Commission Expires 11-30-16

MY COMMISSION EXPIRES: 11-30-2016

Together we'll go far

EXHIBIT "B"

DIF IMPROVEMENTS

EXHIBIT "B"

PM 34577 (PA06-0021)
ENGINEER'S ESTIMATE OF DIF IMPROVEMENTS
SAN MICHELE ROAD

Fuscoe Engineering

TYPE		QUANTITY	UNIT	UNIT PRICE	TOTAL
Street Work - DIF					
Roadway Excavation		3051	C.Y.	29.00	88,479
A.B. Class II	1 Thickness (ft.)				
	34,338 S.F.	2,489	Ton	33.00	82,137
A.C.	0.5 Thickness (ft.)				
	34,338 S.F.	1,244	Ton	80.00	99,520
Curb and Gutter - 8"		1,811	L.F.	30.00	54,330
Striping		1	L.S.		0
Traffic Control		0	L.S.	10,000.00	0
TOTAL COST (VALUE) OF IMPROVEMENTS:					$ 324,466
25% ENGINEERING:					$ 81,117
10% PLANNING:					$ 32,447
10% CONTINGENCY:					$ 32,447
SUBTOTAL:					$ 470,476
RIGHT-OF-WAY DEDICATION:		(Length x Width) x $5.00/sf			$ 269,200
GRAND TOTAL:					**$ 739,676**

Footnotes:

REGISTERED PROFESSIONAL ENGINEER
STEVEN L. FUSCOE
C 047255
EXP 12/31/13
CIVIL
STATE OF CALIFORNIA

PM 34577 (PA06-0021)
ENGINEER'S ESTIMATE OF DIF IMPROVEMENTS
INDIAN STREET

Fuscoe Engineering

TYPE		QUANTITY	UNIT	UNIT PRICE	TOTAL
Street Work - DIF					
Roadway Excavation		756	C.Y.	29.00	21,924
A.B. Class II	1 Thickness (ft.)				
	16,792 S.F.	1,217	Ton	33.00	40,161
A.C.	0.5 Thickness (ft.)				
	16,792 S.F.	608	Ton	80.00	48,640
Curb and Gutter - 8"		873	L.F.	30.00	26,190
Striping		0	L.S.		0
Traffic Control		0	L.S.	10,000.00	0
TOTAL COST (VALUE) OF IMPROVEMENTS:					$ 136,915
25% ENGINEERING:					$ 34,229
10% PLANNING:					$ 13,692
10% CONTINGENCY:					$ 13,692
SUBTOTAL:					$ 198,527
RIGHT-OF-WAY DEDICATION:		(Length x Width) x $5.00/sf			$ 88,400
GRAND TOTAL:					**$ 286,927**

Footnotes:

REGISTERED PROFESSIONAL ENGINEER
C 047255
EXP 12/31/13
CIVIL
STATE OF CALIFORNIA

PM 34577 (PA06-0021)

ENGINEER'S ESTIMATE OF DIF IMPROVEMENTS - TRAFFIC SIGNALS

Fuscoe Engineering

TYPE	QUANTITY	UNIT PRICE	TOTAL
Traffic Signals - DIF			
Heacock Street @ Cardinal Avenue	0 L.S.		0
TOTAL COST (VALUE) OF IMPROVEMENTS:		$	274,100
25% ENGINEERING:		$	68,525
10% PLANNING:		$	27,410
10% CONTINGENCY:		$	27,410
SUBTOTAL:		$	397,445
GRAND TOTAL:		$	**397,445**

Footnotes:

(na)

C 047255
EXP 12/31/13
CIVIL
STATE OF CALIFORNIA

EXHIBIT "C" – DIF Credit Calculation Table

Item	Process for DIF Credit Calculation	Streets	Traffic Signals	Police	Fire	Library	Park	Community / Rec Centers	Public Facilities*	Interchange Improvement	2% Admin Fee
1	Engineer's Estimate	$1,026,602	$397,445	$0	$0	$0	$0	$0	$0	$0	$0
2	Project costs as identified in DIF study	$746,360	$274,100	$0	$0	$0	$0	$0	$0	$0	$0
3	Actual DIF Obligation	$213,750	$145,000	$145,000	$321,250	$0	$0	$0	$287,500	$132,500	$24,900
4	Developer's Credit Amount** - Least of Lines 1 2 & 3	$213,750	$145,000	$0	$0	$0	$0	$0	$0	$0	$0

*may include, but not be limited to, City Hall, Corporate Yard, Animal Shelter, and/or maintenance equipment.

**credit amount shall not exceed obligation.

MV00195066

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: April 23, 2013

TITLE: PA06-0021, PM 34577 – ACCEPT TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) PROGRAM IMPROVEMENT AND CREDIT/REIMBURSEMENT AGREEMENT #T13-001 FOR HEACOCK AVENUE IMPROVEMENTS ASSOCIATED WITH THE I-215 LOGISTICS PROJECT

RECOMMENDED ACTION

Recommendations:

1. Accept the Transportation Uniform Mitigation Fee Improvement Credit/Reimbursement Agreement #T13-001 (TUMF Agreement) for PA06-0021, PM 34577 improvements.

2. Authorize the Mayor to execute the TUMF Agreement.

3. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

The Transportation Uniform Mitigation Fee (TUMF) Program applies to those jurisdictions in Western Riverside County that have adopted and are implementing the TUMF Program Ordinance. The TUMF Program has been developed pursuant to and consistent with authority provided in the requirements of California Government Code, Chapter 5, Section 66000-66008, "Fees for Development Projects" (also known as California Assembly Bill 1600 [AB1600] or the Mitigation Fee Act) which governs the

assessment of development impact fees in California. Pursuant to the City of Moreno Valley Municipal Code 3.44.070, the Western Riverside Council of Governments (WRCOG) has been appointed the Administrator of the Transportation Uniform Mitigation Fee Program.

Developers are required to pay TUMF to the City for projects that impact designated arterial streets. The TUMF Program funds may only be used for capital expenditures associated with the Regional System of Highways and Arterials (RSHA) and for capital expenditures for transit system improvements consistent with the TUMF Nexus Study. These purposes include expenditures for the planning, environmental review, engineering and design costs, right-of-way acquisition, and administrative costs. The TUMF Agreement will allow the developer to be credited and potentially reimbursed for the qualifying improvements.

The TUMF Agreement will allow the developer to be credited and potentially reimbursed for planning, environmental review, engineering and design costs, right-of-way acquisition, and administrative costs associated with RSHA roads that have been identified in the Nexus Study. The developer's credit is the lower of the TUMF Nexus Study amount, the bid amount from the lowest responsible bidder to construct the qualifying improvements, and the TUMF Fee Obligation.

In addition, the developer may seek reimbursement from WRCOG, when the developer is required to provide improvements beyond its immediate effect, such as building out the other side of a street. The developer's reimbursement is the lower of the TUMF Nexus Study amount or Verified Actual Construction Cost.

DISCUSSION

On January 11, 2007, the Planning Commission of the City of Moreno Valley approved Tentative Parcel Map No. 34577 (PA06-0021) along with Plot Plan (PA06-0022) for two industrial warehouse buildings. On November 28, 2011, Amended Plot Plan P11-090 (Building #1; 455,000 square feet) and Amended Plot Plan P11-091 (Building #2; 1,250,000 square feet) were approved by the Planning Director as amendments to the original plot plan. The developer is constructing Building #2 as part of Phase I. The project is bounded by Indian Street to the east, Heacock Street to the west, San Michelle Road to the south, and Cardinal Avenue to the north.

The City Council of the City of Moreno Valley executed the Agreement for Public Improvements and letters of credit as securities for public improvements in the amount of $5,365,000 for Faithful Performance and $2,682,500 for Material and Labor. The letters of credit were secured by Wells Fargo Bank.

The developer agrees to perform and complete all of the required public improvements in accordance with the TUMF Improvement Credit/Reimbursement Agreement and its exhibits. The public improvements covered under the TUMF Improvement Credit Agreement are for qualifying improvements to Heacock Street which include expenditures for the planning, environmental review, engineering and design costs,

right-of-way acquisition, and administrative costs. The developer's TUMF obligation to the City is $781,960. The developer's credit is based on City of Moreno Valley Municipal Code 3.44.040. The initial credit is the lower of the Nexus Study amount ($1,273,785) or the amount of the lowest responsible bid which will be determined at the time the developer conducts a public bid opening, up to the TUMF obligation. The TUMF credit would be $781,960 if the lowest responsible bid is higher than the TUMF obligation. If the lowest responsible bid is lower than the TUMF obligation, the TUMF credit will be equal to the lowest responsible bid amount.

Reimbursement, if the developer has constructed improvements beyond which he is obligated, can be applied for after actual construction costs are verified. The reimbursement amount will be the difference between the lower of the TUMF Nexus Study amount or Verified Actual Construction Costs less the amount of the initial credit.

ALTERNATIVES

1. Accept the Transportation Mitigation Fee Improvement Credit/Reimbursement Agreement (TUMF Agreement) for PA06-0021, PM 34577. Authorize the Mayor to execute the Agreement. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.

2. Do not accept the Transportation Mitigation Fee Improvement Credit/Reimbursement Agreement (TUMF Agreement) for PA06-0021, PM 34577. Do not authorize the Mayor to execute the Agreement. Do not direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.

FISCAL IMPACT

There are no fiscal impacts associated with the proposed action.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

NOTIFICATION

Publication of agenda.

ATTACHMENTS

Attachment 1 – TUMF Improvement and Credit/Reimbursement Agreement

Prepared By:
Clement Jimenez, P.E.
Senior Engineer

Department Head Approval:
Barry Foster
Community and Economic Development Director

Concurred By:
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

CITY OF MORENO VALLEY

IMPROVEMENT AND CREDIT / REIMBURSEMENT AGREEMENT NO. T13-001

TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

This **IMPROVEMENT AND CREDIT AGREEMENT** ("Agreement") is entered into this ____ day of _____, 2013, by and between the City of Moreno Valley, California, a municipal corporation ("City"), and I-215 Logistics, LLC a Delaware limited liability company, with its principal place of business at 3501 Jamboree Road, Suite 230, Newport Beach, CA 92660 ("Developer"). City and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, Developer owns 76 acres of real property located within the City of Moreno Valley, California, identified as PM 34577 (PA06-0021), which is more specifically described in the legal description set forth in Exhibit "A," attached hereto and incorporated herein by this reference ("Property");

WHEREAS, Developer has requested from City certain entitlements and/or permits for the construction of improvements on the Property, which are more particularly described as a 1,250,000 square-foot industrial building (P11-091) and all related infrastructure associated with City project number PM 34577 (PA06-0021) ("Project");

WHEREAS, the City of Moreno Valley is a member agency of the Western Riverside Council of Governments ("WRCOG"), a joint powers agency, comprised of the County of Riverside and 16 cities located in Western Riverside County. WRCOG is the administrator for the Transportation Uniform Mitigation Fee ("TUMF") Program;

WHEREAS, as part of the TUMF Program, the City of Moreno Valley has adopted "Transportation Uniform Mitigation Fee Nexus Study: 2009 Update" ("2009 Nexus Study");

WHEREAS, as a condition to City's approval of the Project, City has required Developer to construct certain street and transportation system improvement(s) of regional importance ("TUMF Improvements");

WHEREAS, pursuant to the TUMF Program, the City of Moreno Valley requires Developer to pay the TUMF which covers the Developer's fair share of the costs to deliver those TUMF Improvements that help mitigate the Project's traffic impacts and burdens on the Regional System of Highways and Arterials (also known as the "TUMF Network"), generated by the Project and that are necessary to protect the safety, health, and welfare of persons that travel to and from the Project using the TUMF Network;

WHEREAS, the TUMF Improvements have been designated as having Regional or Zonal Significance as further described in the 2009 Nexus Study and the 5 year Transportation Improvement Program as may be amended;

WHEREAS, City and Developer now desire to enter into this Agreement for the following purposes: (1) to provide for the timely delivery of the TUMF Improvements, (2) to ensure that delivery of the TUMF Improvements is undertaken as if the TUMF Improvements were constructed under the direction and authority of the City, (3) to provide a means by which the Developer's costs for project delivery of the TUMF Improvements and related right-of-ways is offset against Developer's obligation to pay the applicable TUMF for the Project in accordance with the TUMF Administrative Plan adopted by WRCOG, and (4) to provide a means, subject to the separate approval of WRCOG, for Developer to be reimbursed to the extent the actual and authorized costs for the delivery of the TUMF Improvements exceeds Developer's TUMF obligation.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and City hereby agree as follows:

TERMS

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Construction of TUMF Improvements. Developer shall construct or have constructed at its own cost, expense, and liability certain street and transportation system improvements generally described as saw cutting and removal of existing pavement, roadway earthwork, pavement, base, curb and gutter, cross gutter and spandrel, relocation of signs, traffic striping, traffic control, and drainage improvements and as shown more specifically on the plans, profiles, and specifications which have been or will be prepared by or on behalf of Developer and approved by City, and which are incorporated herein by this reference ("TUMF Improvements"). Construction of the Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any existing public or private improvement in conflict with the construction or installation of the TUMF Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of City and the owner of such improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the Improvements.

2.1 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any portion of the TUMF Improvements until all plans and specifications for the TUMF Improvements have been submitted to and approved by City. Approval by City shall not relieve Developer from ensuring that all TUMF Improvements conform with all other requirements and standards set forth in this Agreement.

2.2 Permits and Notices. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the TUMF Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

2.3 Public Works Requirements. In order to ensure that the TUMF Improvements will be constructed as if they had been constructed under the direction and supervision, or under the authority of City, Developer shall comply with all of the following requirements with respect to the construction of the TUMF Improvements:

(a) Developer shall obtain bids for the construction of the Improvements, in conformance with the standard procedures and requirements of City with respect to its public works projects, or in a manner which is approved by the Public Works Department.

(b) The contract or contracts for the construction of the TUMF Improvements shall be awarded to the responsible bidder(s) submitting the lowest responsive bid(s) for the construction of the TUMF Improvements.

(c) Developer shall require, and the specifications and bid and contract documents shall require, all such contractors to pay prevailing wages (in accordance with Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code) and to otherwise comply with applicable provisions of the Labor Code, the Government Code and the Public Contract Code relating to public works projects of cities/counties and as required by the procedures and standards of City with respect to the construction of its public works projects or as otherwise directed by the Public Works Department.

(d) All such contractors shall be required to provide proof of insurance coverage throughout the term of the construction of the TUMF Improvements which they will construct in conformance with City's standard procedures and requirements.

(e) Developer and all such contractors shall comply with such other requirements relating to the construction of the TUMF Improvements which City may impose by written notification delivered to Developer and each such contractor at any time, either prior to the receipt of bids by Developer for the construction of the TUMF Improvements, or to the extent required as a result of changes in applicable laws, during the progress of construction thereof.

Owner shall provide proof to City, at such intervals and in such form as City may require that the foregoing requirements have been satisfied as to the TUMF Improvements.

2.4 Quality of Work; Compliance with Laws and Codes. The construction plans and specifications for the TUMF Improvements shall be prepared in

accordance with all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. The TUMF Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required, constructing the TUMF Improvements in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to TUMF Improvements. All work shall be done and the TUMF Improvements completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation it is determined that the public interest requires alterations in the TUMF Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the TUMF Improvements to be completed may be accomplished without first giving prior notice thereof to Developer's surety for this Agreement.

3.0 Maintenance of TUMF Improvements. City shall not be responsible or liable for the maintenance or care of the Improvements until City approves and accepts them. City shall exercise no control over the TUMF Improvements until accepted. Any use by any person of the TUMF Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the TUMF Improvements. Developer shall maintain all of the TUMF Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the TUMF Improvements or their condition prior to acceptance.

4.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of the construction of the TUMF Improvements, including, but not limited to, all plan check, design review, engineering,

inspection, sewer treatment connection fees, and other service or impact fees established by City.

5.0 City/County Inspection of TUMF Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the TUMF Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the TUMF Improvements and areas where construction of the TUMF Improvements is occurring or will occur.

6.0 Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 3115 and 3116 of the Civil Code with respect to the TUMF Improvements, Developer shall provide to City such evidence or proof as City shall require that all persons, firms, and corporations supplying work, labor, materials, supplies, and equipment to the construction of the TUMF Improvements, have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. Rather than await the expiration of the said time for the recording of claims of liens, Developer may elect to provide to City a title insurance policy or other security acceptable to City guaranteeing that no such claims of liens will be recorded or become a lien upon any of the Property.

7.0 Acceptance of TUMF Improvements; As-Built, or Record Drawings. If the TUMF Improvements are properly completed by Developer and approved by City, and if they comply with all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements, City shall be authorized to accept the TUMF Improvements. City may, in its sole and absolute discretion, accept fully completed portions of the TUMF Improvements prior to such time as all of the TUMF Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the TUMF Improvements. Upon the total or partial acceptance of the TUMF Improvements by City, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted TUMF Improvements in accordance with California Civil Code section 3093 ("Notice of Completion"), at which time the accepted TUMF Improvements shall become the sole and exclusive property of City without any payment therefore. Notwithstanding the foregoing, City may not accept any TUMF Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City for all such TUMF Improvements. The drawings shall be certified and shall reflect the condition of the TUMF Improvements as constructed, with all changes incorporated therein.

8.0 Warranty and Guarantee. Developer hereby warrants and guarantees all the TUMF Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of the TUMF Improvements, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the TUMF Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of City. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any TUMF Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed TUMF Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any TUMF Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

9.0 Administrative Costs. If Developer fails to construct and install all or any part of the TUMF Improvements, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10.0 Default; Notice; Remedies.

10.1 Notice. If Developer neglects, refuses, or fails to fulfill complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within five (5) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the TUMF Improvements and all other administrative costs expenses as provided for in this Section 10.0 of this Agreement.

10.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or

violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any of the TUMF Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and the TUMF Improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City.

10.3 Other Remedies. No action by City pursuant to this Section 10.0 et seq. of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

11.0 Security; Surety Bonds. Prior to the commencement of any work on the TUMF Improvements, Developer or its contractor shall provide City with surety bonds in the amounts and under the terms set forth below ("Security"). The amount of the Security shall be based on the estimated actual costs to construct the TUMF Improvements, as determined by City after Developer has awarded a contract for construction of the TUMF Improvements to the lowest responsive and responsible bidder in accordance with this Agreement ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer or its contractor shall adjust the Security in the amount requested by City. Developer's compliance with this Section 11.0 et seq. of this Agreement shall in no way limit or modify Developer's indemnification obligation provided in Section 12.0 of this Agreement.

11.1 Performance Bond. To guarantee the faithful performance of the TUMF Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 10.0 et seq. of this Agreement, and to secure the one-year guarantee and warranty of the TUMF Improvements, Developer or its contractor shall provide City a faithful performance bond in an amount which sum shall be not less than one hundred percent (100%) of the Estimated Costs. City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the TUMF Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement and the total remaining security is not less than ten percent (10%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement.

11.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the TUMF Improvements and this Agreement, Developer or its contractor shall provide City a labor and materials bond in an amount which sum shall not be less than fifty percent (50%) of the Estimated Costs. The security provided

under this section may be released by written authorization of City after ninety (90) days from the date City accepts the TUMF Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

11.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of at least "A" and FSC-VIII, shall be licensed to do business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer, its contractor or the surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer, its contractor and the surety shall stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the TUMF Improvements, or the plans and specifications for the TUMF Improvements shall in any way affect its obligation on the Security.

11.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "B", unless other forms are deemed acceptable by the City, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

12.0 Indemnification. Developer shall defend, indemnify, and hold harmless the City of Moreno Valley and the Moreno Valley Community Services District, and the Moreno Valley Housing Authority, its elected officials, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its employees, contractors, or agents in connection with the performance of this Agreement ("Claims"). This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys fees, and related costs or expenses, and the reimbursement of City, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, employees, or agents.

13.0 Insurance.

13.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractor(s) to procure and maintain, during performance of this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall

apply separately to this Agreement or be no less than two times the specified occurrence limit.

13.1.1 General Liability. Occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than Two Million Dollars ($2,000,000) per occurrence for bodily injury, personal injury, and property damage.

13.1.2 Business Automobile Liability. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

13.1.3 Workers' Compensation. Workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence, at all times during which insured retains employees.

13.1.4 Professional Liability. For any consultant or other professional who will engineer or design the TUMF Improvements, liability insurance for errors and omissions with limits not less than Two Million Dollars ($2,000,000) per occurrence, shall be procured and maintained for a period of five (5) years following completion of the TUMF Improvements. Such insurance shall be endorsed to include contractual liability.

13.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

13.3 Additional Insured; Separation of Insureds. The Required Insurance, except for the professional liability and workers' compensation insurance, shall name the City of Moreno Valley, the Moreno Valley Community Services District, and the Moreno Valley Housing Authority, its elected officials, officers, employees, and agents as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including any materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, or agents.

13.4 Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, or agents. The policy required for workers' compensation insurance shall provide that the insurance company waives

all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

13.5 Certificates; Verification. Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

13.6 Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days' prior written notice to City.

13.7 Insurer Rating. Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least "A" and FSC-VIII.

14.0 TUMF Credit.

14.1 Developer's TUMF Obligation. Developer hereby agrees and accepts that as of the date of this Agreement, the amount Developer is obligated to pay to City pursuant to City's Project PM 34577 (PA06-0021) Conditions of Approval No. LD58 and City Municipal Code Section 3.44 as part of the TUMF Program is Seven Hundred Eighty One Thousand Nine Hundred Sixty Dollars ($781,960) ("TUMF Obligation"). This TUMF Obligation shall be initially determined under the nexus study and fee schedule in effect for the City at the time the Developer submits a building permit application for TUMF Improvement. Notwithstanding, this TUMF Obligation does not have to be paid until Certificate of Occupancy is obtained.

14.2 Limited Period of Adjustment. For those participating jurisdictions in WRCOG that have adopted the Addendum to the 2009 Nexus Study, the Developer may still qualify for a pro-rata adjustment of its Maximum TUMF Share if existing or future phases of the TUMF Improvement are completed under a different nexus study and the Developer pays the full TUMF Obligation required under the 2009 Nexus Study. A Developer may also request to pay the full TUMF Obligation under the 2009 Nexus Study if TUMF Improvements started under the Addendum will be completed under a different nexus study. To make either request, the Developer must submit its Amendment No. 1 to this Agreement ("Agreement") attached as Exhibit "G" before WRCOG adopts the following year's Construction Cost Index in February. If the Developer fails to submit an Amendment before February of the following year, the TUMF Obligation as would be otherwise calculated under the Addendum shall remain in effect.

14.3 Fee Adjustments. Notwithstanding the foregoing, the Developer agrees that this Agreement shall not estop City from adjusting the TUMF in accordance with the provisions of City Resolution No. 2010-01 in accordance with City Ordinance No. 807 and City Ordinance No. 835 and City Municipal Code Section 3.44. If Section 14.2 is not applicable, Developer agrees and acknowledges that Developer's final TUMF Obligation for the Project shall be calculated when the building permit application is submitted and in accordance with the provisions of City Resolution No. 2010-01 in accordance with City Ordinance No. 807 and City Ordinance No. 835 and City Municipal Code Section 3.44 in effect at such time.

14.4 Credit Offset against TUMF Obligation. Pursuant to City Resolution No. 2010-01 in accordance with City Ordinance No. 807 and City Ordinance No. 835 and City Municipal Code Section 3.44 and in consideration for Developer's obligation under this Agreement for the delivery of TUMF Improvements, credit shall be applied by City to offset the TUMF Obligation ("Credit") subject to adjustment and reconciliation under Section 14.2 and 14.6 of this agreement. Developer hereby agrees that the amount of the Credit shall be applied after Developer has initiated the process of project delivery of TUMF Improvements to the lowest responsible bidder in accordance with this Agreement. Developer further agrees that the dollar amount of the Credit shall be equal to the lesser of: (A) the bid amount set forth in the contract awarded to the lowest responsible bidder, or (B) the unit cost assumptions for the TUMF Improvements in effect at the time of the contract award, as such assumptions are identified and determined in the 2009 Nexus Study and the TUMF Administrative Plan adopted by WRCOG ("Unit Cost Assumptions").

The bid amount and the Unit Cost Assumptions shall hereafter be collectively referred to as "Estimated Cost". At no time will the Credit exceed the Developer's TUMF Obligation. If the dollar amount of the Estimated Cost exceeds the dollar amount of the TUMF Obligation, Developer will be deemed to have completely satisfied its TUMF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.5 of this Agreement. If the dollar amount of the Estimated Cost is less than the dollar amount of the TUMF Obligation, the Developer agrees the Credit shall be applied to offset the TUMF Obligation as follows:

(1) For residential units in the Project, the Credit shall be applied to all residential units to offset and/or satisfy the TUMF Obligation. The residential units for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to each unit, shall be identified in the notice provided to the Developer by City pursuant to this section.

(2) For commercial and industrial structures in the Project, the Credit shall be applied to all commercial and industrial development to offset and/or satisfy the TUMF Obligation. The commercial or industrial structure(s) for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to such structure(s), shall be identified in the notice provided to the Developer by City pursuant to this section.

City shall provide Developer written notice of the determinations that City makes pursuant to this section, including how the Credit is applied to offset the TUMF Obligation as described above.

14.5 Verified Cost of the Improvements. Upon recordation of the Notice of Completion for the TUMF Improvements and acceptance of the TUMF Improvements by City, Developer shall submit to the City Public Works Director the information set forth in the attached Exhibit "C". The City Public Works Director, or his or her designee, shall use the information provided by Developer to calculate the total actual costs incurred by Developer in delivering the TUMF Improvements covered under this Agreement ("Verified Costs"). The City Public Works Director will use his or her best efforts to determine the amount of the Verified Costs and provide Developer written notice thereof within ninety (90) calendar days of receipt of all the required information from Developer.

14.6 Reconciliation; Final Credit Offset against TUMF Obligation. The Developer is aware and accepts the fact that Credits are speculative and conceptual in nature. The actual amount of Credit that shall be applied by City to offset the TUMF Obligation shall be equal to the lesser of: (A) the Verified Costs or (B) Unit Cost Assumptions for the TUMF Improvements as determined in accordance with Section 14.4 of this Agreement ("Actual Credit"). No Actual Credit will be awarded until the Verified Costs are determined through the reconciliation process. Please be advised that while a Developer may use an engineer's estimate in order to estimate Credits for project planning purposes, the Actual Credit awarded will only be determined by the reconciliation process.

(a) TUMF Balance. If the dollar amount of the Actual Credit is less than the dollar amount of the TUMF Obligation ("TUMF Balance"), the City Public Works Director shall provide written notice to Developer of the amount of the TUMF Balance and Developer shall pay the TUMF Balance in accordance with City Resolution No. 2010-01 in accordance with City Ordinance No. 807 and City Ordinance No. 835 and City Municipal Code Section 3.44 to fully satisfy the TUMF Obligation (see Exhibit "F" - Example "A").

(b) TUMF Reimbursement. If the dollar amount of the Actual Credit exceeds the TUMF Obligation, Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.7 of this Agreement. City shall provide Developer written notice of the determinations that City makes pursuant to this section (see Exhibit "F" - Example "B").

(c) TUMF Overpayment. If the dollar amount of the Actual Credit exceeds the Estimated Cost, but is less than the TUMF Obligation, but the Actual Credit plus additional monies collected by City from Developer for the TUMF Obligation exceed the TUMF Obligation ("TUMF Overpayment"), Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may be entitled to a refund. The City Public Works Director shall provide written notice to WRCOG and the Developer of the amount of the TUMF Overpayment and WRCOG shall refund the Developer in accordance with City Municipal Code Section 3.44 (see Exhibit "F" - Example C).

14.7 Reimbursement Agreement. If authorized under either Section 14.4 or Section 14.6, Developer may apply to City and WRCOG for a reimbursement agreement for the amount by which the Actual Credit exceeds the TUMF Obligation, as determined pursuant to Section 14.4 of this Agreement, City Municipal Code Section 3.44, and the TUMF Administrative Plan adopted by WRCOG ("Reimbursement Agreement"). If City and WRCOG agree to a Reimbursement Agreement with Developer, the Reimbursement Agreement shall be executed on the form set forth in Exhibit "D", and shall contain the terms and conditions set forth therein. The Parties agree that the Reimbursement Agreement shall be subject to all terms and conditions of this Agreement, and that upon execution, an executed copy of the Reimbursement Agreement shall be attached hereto and shall be incorporated herein as a material part of this Agreement as though fully set forth herein.

15.0 Miscellaneous.

15.1 Assignment. Developer may assign all or a portion of its rights pursuant to this Agreement to a purchaser of a portion or portions of the Property ("Assignment"). Developer and such purchaser and assignee ("Assignee") shall provide to City such reasonable proof as it may require that Assignee is the purchaser of such portions of the Property. Any assignment pursuant to this section shall not be effective unless and until Developer and Assignee have executed an assignment agreement with City in a form reasonably acceptable to City, whereby Developer and Assignee agree, except as may be otherwise specifically provided therein, to the following: (1) that Assignee shall receive all or a portion of Developer's rights pursuant to this Agreement, including such credit as is determined to be applicable to the portion of the Property purchased by Assignee pursuant to Section 14.0 et seq. of this Agreement, and (2) that Assignee shall be bound by all applicable provisions of this Agreement.

15.2 Relationship between the Parties. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

15.3 Warranty as to Property Ownership; Authority to Enter Agreement. Developer hereby warrants that it owns fee title to the Property and that it has the legal capacity to enter into this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

15.4 Prohibited Interests. Developer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Developer, to solicit or secure this Agreement. Developer also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Developer, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon the making of this Agreement. For breach of this warranty, City shall have the right to rescind this Agreement without liability.

15.5 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City: City of Moreno Valley
Land Development
Attn: City Engineer
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Fax No. 951.413.3158

To Developer: I-215 Logistics, LLC
Attn: David Nazaryk
3501 Jamboree Road, Suite 230
Newport Beach, CA 92660

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

15.6 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

15.7 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and contractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

15.8 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

15.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

15.10 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

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

15.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

15.13 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

15.14 Time is of the Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

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

15.16 Entire Agreement. This Agreement contains the entire agreement between City and Developer and supersedes any prior oral or written statements or agreements between City and Developer.

[SIGNATURES OF PARTIES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DEVELOPER:
I-215 Logistics, LLC,
a Delaware limited liability company

By: SEE ATTACHED SIGNATURE PAGE
Signature

Print/Type Name

Title

By: _____
Signature

Print/Type Name

Title

CITY OF MORENO VALLEY:

By: _____

Its: _____

ATTEST:
By: _____

Its: _____

APPROVED AS TO FORM
CITY ATTORNEY

Date: _____

By: _____
City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

I-215 Logistics, LLC
a Delaware limited liability company

By: **LION-TCC DEVELOPMENT II, LLC**
a Delaware limited liability Company, its single member

By: **TC Industrial Associates, Inc.**
a Delaware corporation, its managing member

By: _____
David Nazaryk,
Vice President

ACKNOWLEDGMENT

State of California
County of Orange)

On April 2, 2013 before me, R. Flandez, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

R. FLANDEZ
Commission # 1916162
Notary Public - California
Orange County
My Comm. Expires Jan 6, 2015

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

[ATTACHED BEHIND THIS PAGE]

Legal Description

Parcel Map No. 34577, as shown by map on file in Book 234 of Parcel Maps at Pages 85-89 thereof, Records of Riverside County, California

EXHIBIT "B"

FORMS FOR SECURITY

[ATTACHED BEHIND THIS PAGE]

Wells Fargo Bank, N.A.
U.S. Trade Services
Standby Letters of Credit
MAC A0195-212
One Front Street, 21st Floor
San Francisco, California 94111
Phone: 1(800)798-2815 Option 1
E-Mail: sftrade@wellsfargo.com

IRREVOCABLE LETTER OF CREDIT
AS FAITHFUL PERFORMANCE BOND

Irrevocable Letter of Credit No.IS0014770U

Project No. PA06-0021 (PM 34577)

Dated: SEPTEMBER 07, 2012

Public R/W
Improvements US $5,365,000.00

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

Re: Irrevocable Letter of Credit Delivered as Improvement Security Pursuant to California Government Code Sections 66499 et seq. and Regulations of the City of Moreno Valley

Gentlemen:

Wells Fargo Bank, N.A., a financial institution subject to regulation by the State of California and the United States Government, establishes and delivers to the City of Moreno Valley this irrevocable letter of credit in your favor for the account of I-215 Logistics, LLC A Delaware Limited Liability Company located at 3501 Jamboree Rd., Suite 230 Newport Beach, CA 92660 up to an aggregate sum of Five Million Three Hundred Sixty Five Thousand and No/100Dollars (US $5,365,000.00) as "Improvement Security" as required by Government Code Sections 66499 et seq. and Regulations of the City of Moreno Valley, for Project No. PA06-0021 (PM 34577).

All or any portion of the funds available pursuant to this irrevocable letter of credit will be paid upon the written demand of the City of Moreno Valley. The written demand need not present documentation of any type as a condition of payment, including proof of loss, but will be available by your draft at sight drawn on us and accompanied by your signed certification stating either that:

1. "I-215 Logistics, LLC A Delaware Limited Liability Company has not complied with the performance requirements as set forth in the agreements entered into with the City of Moreno Valley."

Together we'll go far

OR

2. "I-215 Logistics, LLC A Delaware Limited Liability Company has not maintained the offsite improvements as set forth in the agreements entered into with the City of Moreno Valley for the one year guarantee and warranty period provided, however, that the maximum amount which may be drawn under this subparagraph 2. shall be limited to 10% of the letter of credit.

This irrevocable letter of credit expires at the institution's counter on September 05, 2013; however, it is a condition of this letter of credit that it shall be deemed automatically extended without amendment for successive one year periods from the present and all future expiration dates thereof unless 60 days prior to any such date the institution shall notify the City in writing that the institution elects not to consider this letter of credit renewed for any such additional period.

Upon our sending you such notice of the non-extension of the expiration date of this Letter of Credit, you may also draw under this Letter of Credit, on or before the Final Expiration Date specified in such notice, by presentation of the following documents to us at our above address:

1. A draft drawn on us at sight marked "Drawn under Wells Fargo Bank, N.A. Standby Letter of Credit No. IS0014770U."

2. The original of this Standby Letter of Credit and any amendments thereto.

3. Your signed and dated statement worded as follows (with the instructions in brackets therein complied with):

The undersigned, an authorized representative of the beneficiary of Wells Fargo Bank, N. A. Letter of Credit No. IS0014770U, hereby certifies that it has received notification from Wells Fargo Bank, N.A. that this letter of credit will not be extended past its current expiration date. The undersigned further certifies that (i) as of the date of this statement, it has not received a letter of credit or other instrument acceptable to it as a replacement; and (ii) I-215 Logistics, LLC a Delaware Limited Liability Co. has not been released from its obligations."

Together we'll go far

WELLS FARGO

PROJECT NO. PA06-0021 (PM 34577)

When the work is completed to the satisfaction of the City, the City Engineer of the City of Moreno Valley will accept the work and thereupon the amount of the obligation of this security will be reduced by 90% with the remaining 10% will be held as security for a one year guarantee period and warranty period provided for in the agreements.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This Letter of Credit is Irrevocable.

Wells Fargo Bank, N.A.
(TYPE/PRINT - INSTITUTION)

By: Sharon Peace-Smoot
Sharon Peace-Smoot, AVP
(TYPE/PRINT – NAME & TITLE)

By: Angie Mendenhall
Angie Mendenhall, Operations Officer
(TYPE/PRINT – NAME & TITLE)

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF Forsyth; TO WIT:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 7th DAY OF September, 2012 BY NAME AND TITLE Sharon Peace-Smoot, AVP + Angie Mendenhall, Operations Officer.

(NOTARY PUBLIC)

OFFICIAL SEAL
Notary Public, North Carolina
COUNTY OF STOKES
LINDA A. HAMPTON
My Commission Expires 11-30-16

MY COMMISSION EXPIRES: 11-30-2016

Together we'll go far

Wells Fargo Bank, N.A.
U.S. Trade Services
Standby Letters of Credit
MAC A0195-212
One Front Street, 21st Floor
San Francisco, California 94111
Phone: 1(800)798-2815 Option 1
E-Mail: sftrade@wellsfargo.com

IRREVOCABLE LETTER OF CREDIT AS FAITHFUL PERFORMANCE BOND

Irrevocable Letter of Credit No.IS0014767U

Project No. PA06-0021 (PM 34577)

Dated: SEPTEMBER 07, 2012

Public R/W
Improvements US $2,682,500.00

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

Re: Irrevocable Letter of Credit Delivered as Security for Labor and Materials Pursuant to Government Code Sections 66499 et seq. and Regulations of the City of Moreno Valley

Gentlemen:

Wells Fargo Bank, N.A., a financial institution subject to regulation by the State of California and the United States Government, establishes and delivers to the City of Moreno Valley this irrevocable letter of credit in your favor for the account of I-215 Logistics, LLC A Delaware Limited Liability Company located at 3501 Jamboree Rd., Suite 230 Newport Beach, CA 92660 up to an aggregate sum of Two Million Six Hundred Eighty Two Thousand Five Hundred and No/100Dollars (US $2,682,500.00) as "ISecurity for Labor and Materials" as required by Government Code Sections 66499 et seq. and Regulations of the City of Moreno Valley, for Project No. PA06-0021 (PM 34577).

All or any portion of the funds available pursuant to this irrevocable letter of credit will be paid upon the written demand of the City of Moreno Valley. The written demand need not present documentation of any type as a condition of payment, including proof of loss, but will be available by your draft at sight drawn on us and accompanied by your signed certification stating either that:

1. "I-215 Logistics, LLC A Delaware Limited Liability Company has not complied with the labor and material payment requirements as set forth in the agreements entered into with the City of Moreno Valley."

Together we'll go far

This irrevocable letter of credit expires at the institution's counter on September 05, 2013; however, it is a condition of this letter of credit that it shall be deemed automatically extended without amendment for successive one year periods from the present and all future expiration dates thereof unless 60 days prior to any such date the institution shall notify the City in writing that the institution elects not to consider this letter of credit renewed for any such additional period.

Upon our sending you such notice of the non-extension of the expiration date of this Letter of Credit, you may also draw under this Letter of Credit, on or before the Final Expiration Date specified in such notice, by presentation of the following documents to us at our above address:

1. A draft drawn on us at sight marked "Drawn under Wells Fargo Bank, N.A. Standby Letter of Credit No. IS0014767U."

2. The original of this Standby Letter of Credit and any amendments thereto.

3. Your signed and dated statement worded as follows (with the instructions in brackets therein complied with):

The undersigned, an authorized representative of the beneficiary of Wells Fargo Bank, N. A. Letter of Credit No. IS0014767U, hereby certifies that it has received notification from Wells Fargo Bank, N.A. that this letter of credit will not be extended past its current expiration date. The undersigned further certifies that (i) as of the date of this statement, it has not received a letter of credit or other instrument acceptable to it as a replacement; and (ii) I-215 Logistics, LLC a Delaware Limited Liability Co. has not been released from its obligations."

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney fees incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This Letter of Credit is Irrevocable.

Together we'll go far

WELLS FARGO

C (FP) NO. IS0014767U
PROJECT NO. PA06-0021 (PM 34577)

Wells Fargo Bank, N.A.
(TYPE/PRINT - INSTITUTION)

By: Sharon Peace-Smoot

Sharon Peace-Smoot, AVP
(TYPE/PRINT – NAME & TITLE)

By: Angie Mendenhall

Angie Mendenhall, Operations officer
(TYPE/PRINT – NAME & TITLE)

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF Forsyth ; TO WIT:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 7th DAY OF September, 2012 BY NAME AND TITLE Sharon Peace Smoot, AVP + Angie Mendenhall, Operations officer

Linda A Hampton
(NOTARY PUBLIC)

OFFICIAL SEAL
Notary Public, North Carolina
COUNTY OF STOKES
LINDA A. HAMPTON
My Commission Expires 11-30-16

MY COMMISSION EXPIRES: 11-30-2016

Together we'll go far

EXHIBIT "C"

DOCUMENTATION TO BE PROVIDED TO CITY BY DEVELOPER FOR DETERMINATION OF CONSTRUCTION COSTS

To assist City in determining the Construction Costs for a completed TUMF Improvement, Developer shall provide the following documents to City:

1. Plans, specifications and Developer's civil engineer's cost estimate;
2. List of bidders from whom bids were requested;
3. Construction schedules and progress reports;
4. Contracts, insurance certificates and change orders with each contractor or vendor;
5. Invoices received from all vendors;
6. Canceled checks for payments made to contractors and vendors (copy both front and back of canceled checks);
7. Spreadsheet showing total costs incurred in and related to the construction of each TUMF Improvement and the check number for each item of cost and invoice;
8. Final lien releases from each contractor and vendor; and
9. Such further documentation as may be reasonably required by City to evidence the completion of construction and the payment of each item of cost and invoice.

EXHIBIT "D"
REIMBURSEMENT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

NUMBER T13-001

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into this _____ day of _____, 20___, by and between the City of Moreno Valley, a California municipal corporation ("City"), and and I-215 Logistics, LLC a Delaware limited liability company, with its principal place of business at 3501 Jamboree Road, Suite 230, Newport Beach, CA 92660 ("Developer"). City and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, City and Developer are parties to an agreement dated _____, 20___, entitled "Improvement and Credit Agreement - Transportation Uniform Mitigation Fee Program" (hereinafter "Credit Agreement");

WHEREAS, Sections 14.1 through 14.4 of the Credit Agreement provide that Developer is obligated to pay City the TUMF Obligation, as defined therein, but shall receive credit to offset the TUMF Obligation if Developer constructs and City accepts the TUMF Improvements in accordance with the Credit Agreement;

WHEREAS, Section 14.5 of the Credit Agreement provides that if the dollar amount of the credit to which Developer is entitled under the Credit Agreement exceeds the dollar amount of the TUMF Obligation, Developer may apply to City and WRCOG for a reimbursement agreement for the amount by which the credit exceeds the TUMF Obligation;

WHEREAS, Section 14.5 additionally provides that a reimbursement agreement executed pursuant to the Credit Agreement (i) shall be executed on the form attached to the Credit Agreement, (ii) shall contain the terms and conditions set forth therein, (iii) shall be subject to all terms and conditions of the Credit Agreement, and (iv) shall be attached upon execution to the Credit Agreement and incorporated therein as a material part of the Credit Agreement as though fully set forth therein; and

WHEREAS, City and WRCOG have consented to execute a reimbursement agreement with Developer pursuant to the Credit Agreement, City Resolution No. 2010-01 in accordance with City Ordinance No. 807 and City Ordinance No. 835 and City Municipal Code Section 3.44, and the TUMF Administrative Plan adopted by WRCOG.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Effectiveness. This Agreement shall not be effective unless and until the Credit Agreement is effective and in full force in accordance with its terms.

3.0 Definitions. Terms not otherwise expressly defined in this Agreement, shall have the meaning and intent set forth in the Credit Agreement.

4.0 Amount of Reimbursement. Subject to the terms, conditions, and limitations set forth in this Agreement, the Parties hereby agree that Developer is entitled to receive the dollar amount by which the Actual Credit exceeds the dollar amount of the TUMF Obligation as determined pursuant to the Credit Agreement, City Resolution No. 2010-01 in accordance with City Ordinance No. 807 and City Ordinance No. 835 and City Municipal Code Section 3.44, and the TUMF Administrative Plan adopted by WRCOG ("Reimbursement"). The Reimbursement shall be subject to verification by WRCOG. City and Developer shall provide any and all documentation reasonably necessary for WRCOG to verify the amount of the Reimbursement. The Reimbursement shall be in an amount not exceeding _____ ($_____) ("Reimbursement Amount"). WRCOG shall pay the Reimbursement Amount to City and the City shall be responsible for transmitting the Reimbursement Agreement to the Developer. In no event shall the dollar amount of the Reimbursement exceed the difference between the dollar amount of all credit applied to offset the TUMF Obligation pursuant to Section 14.4, 14.5, and 14.6 of the Credit Agreement, and one hundred (100%) of the approved unit awarded, as such assumptions are indentified and determined in the Nexus Study and the TUMF Administrative Plan adopted by WRCOG.

5.0 Payment of Reimbursement; Funding Contingency. The payment of the Reimbursement Agreement shall be subject to the following conditions:

5.1 Developer shall have no right to receive payment of the Reimbursement unless and until (i) the TUMF Improvements are completed and accepted by City in accordance with the Credit Agreement, (ii) the TUMF Improvements are scheduled for funding pursuant to the five-year Transportation Improvement Program adopted annually by WRCOG, (iii) WRCOG has funds available and appropriated for payment of the Reimbursement amount.

5.2 Developer shall not be entitled to any interest or other cost adjustment for any delay between the time when the dollar amount of the Reimbursement is determined and the time when payment of the Reimbursement is made to Developer by WRCOG through City.

6.0 Affirmation of Credit Agreement. City and Developer represent and warrant to each other that there have been no written or oral modifications or amendments of the Credit

Agreement, except by this Agreement. City and Developer ratify and reaffirm each and every one of their respective rights and obligations arising under the Credit Agreement. City and Developer represent and warrant that the Credit Agreement is currently an effective, valid, and binding obligation.

7.0 Incorporation Into Credit Agreement. Upon execution of this Agreement, an executed original of this Agreement shall be attached as Exhibit "D" to the Credit Agreement and shall be incorporated therein as a material part of the Credit Agreement as though fully set forth therein.

8.0 Terms of Credit Agreement Controlling. Each Party hereby affirms that all provisions of the Credit Agreement are in full force and effect and shall govern the actions of the Parties under this Agreement as though fully set forth herein and made specifically applicable hereto, including without limitation, the following sections of the Credit Agreement: Sections 10.0 through 10.3, Section 12.0, Sections 13.0 through 13.7, Sections 14.0 through 14.7, and Sections 15.0 through 15.17.

[SIGNATURES OF PARTIES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DEVELOPER:
I-215 Logistics, LLC,
a Delaware limited liability company

By: See Attached Signature page
Signature

Print/Type Name

Title

By: _____
Signature

Print/Type Name

Title

CITY OF MORENO VALLEY:

By: _____

Its: _____

ATTEST:
By: _____

Its: _____

APPROVED AS TO FORM
CITY ATTORNEY

Date: _____

By: _____
City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

I-215 Logistics, LLC
a Delaware limited liability company

By: **LION-TCC DEVELOPMENT II, LLC**
a Delaware limited liability Company, its single member

By: **TC Industrial Associates, Inc.**
a Delaware corporation, its managing member

By: _____
David Nazaryk,
Vice President

ACKNOWLEDGMENT

State of California
County of Orange)

On April 2, 2013 before me, R. Flandez, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

R. FLANDEZ
Commission # 1916162
Notary Public - California
Orange County
My Comm. Expires Jan 6, 2015

EXHIBIT "E"

TUMF CREDIT / REIMBURSEMENT ELIGIBILITY PROCESS

1. Prior to the construction of any TUMF Improvement, Developer shall follow the steps listed below:
    a. Prepare a separate bid package for the TUMF Improvements.
    b. The plans, cost estimate, specifications and contract document shall require all contractors to pay prevailing wages and to comply with applicable provisions of the Labor Code, Government Code, and Public Contract Code relating to Public Works Projects.
    c. Bids shall be obtained and processed in accordance with the formal public works bidding requirements of the City/County.
    d. The contract(s) for the construction of TUMF Improvements shall be awarded to the lowest responsible bidder(s) for the construction of such facilities in accordance with the City's/County's requirements and guidelines.
    e. Contractor(s) shall be required to provide proof of insurance coverage throughout the duration of the construction.
2. Prior to the determination and application of any Credit pursuant to a TUMF Improvement and Credit Agreement executed between City/County and Developer ("Agreement"), Developer shall provide the City/County and WRCOG with the following:
    a. Copies of all information listed under Item 1 above.
    b. Surety Bond, Letter of Credit, or other form of security permitted under the Agreement and acceptable to the City/County and WRCOG, guaranteeing the construction of all applicable TUMF Improvements.
3. Prior to the City's/County's acceptance of any completed TUMF Improvement, and in order to initiate the construction cost verification process, the Developer shall comply with the requirements as set forth in Sections 7, 14.3 and 14.4 of the Agreement, and the following conditions shall also be satisfied:
    a. Developer shall have completed the construction of all TUMF Improvements in accordance with the approved Plans and Specifications.
    b. Developer shall have satisfied the City's/County's inspection punch list.
    c. After final inspection and approval of the completed TUMF Improvements, the City/County shall have provided the Developer a final inspection release letter.
    d. City/County shall have filed a Notice of Completion with respect to the TUMF Improvements pursuant to Section 3093 of the Civil Code with the County Recorder's Office, and provided a copy of filed Notice of Completion to WRCOG.
    e. Developer shall have provided City/County a copy of the As-Built plans for the TUMF Improvements.
    f. Developer shall have provided City/County copies of all permits or agreements that may have been required by various resource/regulatory agencies for construction, operation and maintenance of any TUMF Improvements.
    g. Developer shall have submitted a documentation package to the City/County to determine the final cost of the TUMF Improvements, which shall include at a minimum, the following documents related to the TUMF Improvements:
        i. Plans, specifications, and Developer's Civil Engineer's cost estimates; or Engineer's Report showing the cost estimates.
        ii. Contracts/agreements, insurance certificates and change orders with each vendor or contractor.
        iii. Invoices from all vendors and service providers.
        iv. Copies of cancelled checks, front and back, for payments made to contractors, vendors and service providers.
        v. Final lien releases from each contractor and vendor (unconditional waiver and release).

vi. Certified contract workers payroll for City/County verification of compliance with prevailing wages.
vii. A total cost summary, in spreadsheet format (MS Excel is preferred) and on disk, showing a breakdown of the total costs incurred. The summary should include for each item claimed the check number, cost, invoice numbers, and name of payee. See attached sample for details.

EXHIBIT "F"

RECONCILIATION EXAMPLES

All examples are based on a single family residential development project of 200 dwelling units:
200 SF dwelling units @ $6,650 / dwelling unit = $1,330,000 in fees (TUMF Obligation)

Example A: "TUMF BALANCE"

CREDIT	
TUMF Obligation:	$1,330,000
Estimated Cost: Bid ($1,500,000) or unit Cost Assumption ($1,600,000) whichever is less	$1,500,000
Potential Reimbursement:	($170,000)
RECONCILIATION	
TUMF Obligation:	$1,330,000
Actual Credit:	$1,200,000
TUMF Balance (Payment to TUMF):	**$130,000**

Example B: "REIMBURSEMENT"

CREDIT	
TUMF Obligation:	$1,330,000
Estimated Cost: Bid ($1,500,000) or unit Cost Assumption ($1,600,000) whichever is less	$1,500,000
Potential Reimbursement:	($170,000)
RECONCILIATION	
TUMF Obligation:	$1,330,000
Actual Credit:	$1,500,000
Reimbursement Agreement with Developer (Based on Priority Ranking):	**($170,000)**

Example C: "TUMF OVERPAYMENT"

CREDIT	
TUMF Obligation:	$1,330,000
Estimated Cost: Bid ($1,200,000) or unit Cost Assumption ($1,500,000) whichever is less	$1,200,000
Remaining TUMF Obligation:	$130,000
Prorated Fee: $130,000 / 200 du =	$650 / du
RECONCILIATION	
Actual Credit:	$1,300,000
TUMF payments from Developer ($650 per unit x 200 units)	$130,000
Actual Credit plus TUMF Payment	$1,430,000
TUMF Obligation:	$1,330,000
Actual Credit plus TUMF Payment	$1,430,000
TUMF Overpayment (Refund to Developer):	**($100,000)**

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Abdul Ahmad, Fire Chief

AGENDA DATE: April 23, 2012

TITLE: APPROVE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF RIVERSIDE OFFICE OF EMERGENCY MANAGEMENT REGARDING URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDING FOR FEDERAL FISCAL YEAR 2010

RECOMMENDED ACTION

Recommendations:

1. Adopt Resolution No. 2013-24 of the City of Moreno Valley, California, approving the Memorandum of Understanding with the City of Riverside Office of Emergency Management regarding the Urban Area Security Initiative (UASI) grant funding for Federal Fiscal Year 2010.

2. Authorize the allocation of $5,000 for expenditures related to the Fiscal Year 10 UASI grant not to exceed the amount of grant award.

3. Authorize the City Manager or his designee to execute the Certificate of Non-Supplanting.

4. Authorize the City Manager or his designee to execute the Riverside Urban Area Security Initiative Certification Regarding Debarment, Suspension, and other Responsibility Matters.

5. Authorize the City Manager or his designee to execute the California Emergency Management Agency FY2010 Grant Assurances.

6. Accept the grant award from the City of Riverside Office of Emergency Management regarding the Urban Area Security Initiative (UASI) grant funding for

Federal Fiscal Year 2010.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

Since 2004, the United States Department of Homeland Security (DHS), through the State of California Emergency Management Agency (Cal EMA) acting as the State Administrative Agency, has designated areas as being eligible for Urban Area Security Initiative (UASI) grant funds. The City of Moreno Valley is a participating agency within the Riverside UASI and is eligible for reimbursement associated with conferences and training.

DISCUSSION

The City of Riverside is designated as the Single Point of Contact (SPC) for the grant application and financial management of the FY 10 UASI grant. The SPC responsibilities include serving as the application lead; financial and reporting management; and coordination of grant requirements with DHS.

On November 15, 2012 a letter was received by the Office of Emergency Management (OEM) Program Manager authorizing reimbursement to the City of Moreno Valley for OEM staff to attend various conferences and training utilizing FY 10 UASI grant funding. The conferences attended by OEM staff associated with this grant include:

- The California Emergency Services Association (CESA) Conference and Training held September 30, 2012 through October 4, 2012
- The International Association of Emergency Managers Conference and Training held October 26, 2012 through November 1, 2012
- The 2013 State Community Emergency Response Team (CERT) conference held March 1, 2013 through March 3, 2013

The total amount of registration, airfare, mileage, hotel, and per diem associated with these three conferences is $4,952.99.

In order to receive reimbursement from the FY 10 UASI grant through the Riverside UASI for these conferences the City of Moreno Valley is required to file the following paperwork with the City or Riverside Office of Emergency Management:

- Memorandum of Understanding
- Grant Assurances
- Certificate of Non-Supplanting
- Certification Regarding Debarment
- A copy of the City of Moreno Valley Travel Policy

ALTERNATIVES

1. Approve and authorize the recommended action as presented in this staff report. *This alternative allows for the cost recovery of expenses associated with training and travel that was approved by the Riverside UASI.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will result in the costs associated with the training and travel approved by the Riverside UASI to be borne by the City's General Fund.*

FISCAL IMPACT

The FY 10 UASI grant provides for 100% reimbursement of registration and travel costs associated with specific training opportunities for Office of Emergency Management staff as outlined by the Riverside UASI. The Fire Department is requesting $5,000 to be allocated to 2503-40-47-74110-620510 for expenditures related to the Fiscal Year 10 UASI grant. All expenditures are offset with corresponding grant reimbursement and therefore there is no net impact to the City's General Fund. Expenditures will not exceed the amount of the grant award.

Proposed Budget Appropriation Adjustment for Fiscal Year 2012/2013:

Cat.	Fund	Account Number	Account Type	FY 12/13 Budget	Proposed Adjustment	Revised Budget
G/L	EMPG – Emergency Mgmt Grant	2503-40-47-74110-487000	Revenue	$0	$5,000	$5,000
G/L	EMPG – Emergency Mgmt Grant	2503-40-47-74110-620510	Expense	$0	$5,000	$5,000

CITY COUNCIL GOALS

Revenue Diversification and Preservation - Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

ATTACHMENTS

Attachment 1 Resolution Approving the Memorandum of Understanding with the City of Riverside Office of Emergency Management Regarding the

	Urban Area Security Initiative (UASI) Grant Funding for Federal Fiscal Year 2010
Attachment 2	Riverside Urban Area Security Initiative Certification Regarding Debarment, Suspension, and other Responsibility Matters
Attachment 3	Certificate of Non-Supplanting
Attachment 4	California Emergency Management Agency FY2010 Grant Assurances
Attachment 5	City of Moreno Valley Travel and Related Business Expense Policy

Prepared By:
Cynthia Owens
Management Assistant

Department Head Approval:
Abdul Ahmad
Fire Chief

Concurred By:
Randy Metz
Fire Marshal

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF RIVERSIDE OFFICE OF EMERGENCY MANAGEMENT REGARDING URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDING FOR FEDERAL FISCAL YEAR 2010

WHEREAS, the United States Department of Homeland Security, through the State of California Emergency Management Agency, has allocated Federal Fiscal Year 2010 Urban Area Security Initiative (UASI) grant funding to the Riverside UASI which is administered by the City of Riverside Office of Emergency Management; and

WHEREAS, the City is familiar with the terms, conditions, and limitations of any such grant; and

WHEREAS, the City received a letter dated November 15, 2012 authorizing reimbursement for staff from the City's Office of Emergency Management to attend various conferences and training from the Riverside UASI for which the City of Riverside Office of Emergency Management is the lead agency of the Fiscal Year 2010 UASI grant funding; and

WHEREAS, in order to receive this funding, the Mayor must sign the Memorandum of Understanding with the City of Riverside Office of Emergency Management regarding Urban Area Security initiative (UASI) grant funding for Federal Fiscal Year 2010.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

That the City of Moreno Valley will enter into a Memorandum of Understanding with the City of Riverside Office of Emergency Management regarding the Urban Area Security Initiative (UASI) grant funding for Federal Fiscal Year 2010 attached hereto as Exhibit A and incorporated herein by this reference.

APPROVED AND ADOPTED this 23rd day of April, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00195113

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-24 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 23rd day of April, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

MV00195114

MEMORANDUM OF UNDERSTANDING
CITY OF RIVERSIDE OFFICE OF EMERGENCY MANAGEMENT
AND THE_____
REGARDING URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDING
FOR FEDERAL FISCAL YEAR 2010

THIS MEMORANDUM OF UNDERSTANDING (MOU) is effective _____, 20___, between THE CITY OF RIVERSIDE OFFICE OF EMERGENCY MANAGEMENT and the _____ ("Participating Agency") under the following terms and conditions:

1. The Participating Agency agrees to comply with the Grant Assurances for Urban Area Security Initiative (**Attachment A**).

2. The Participating Agency agrees to comply with United States Department of Homeland Security – Homeland Security Grant Program guidance, processes and requirements.

3. The Participating Agency agrees that all equipment, supplies and training funded through the UASI program is for the mutual benefit of the Riverside UASI Region and not for the exclusive benefit of the Participating Agency.

4. The Participating Agency agrees that all equipment, supplies and technical expertise developed through training funded by the UASI program is to be made available for emergency use through established mutual aid systems, established mutual aid agreements or made reasonably available through a valid request by a member jurisdiction or organization of the Riverside UASI.

5. The Participating Agency agrees to provide prior to being funded the most recent copy of their; 1. NIMSCAST Report and 2. Single Audit Report.

6. The Participating Agency agrees to submit a Monthly Project Progress Report (**Attachment B**) by the 15th day of each month in accordance with the UASI grant program guidelines.

7. The participating agency agrees to designate a Project Manager and Grant Manager for each project awarded and provide the contact information of those individuals to the City of Riverside Office of Emergency Management / UASI. Upon any changes to the original designation the agency will provide written notification and updated contact information.

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8. The Participating Agency agrees to maintain all documentation supporting all expenditures reimbursed from grant funds, and ensure all expenditures are allowable under grant requirements. Recipients that expend $300,000 or more of federal funds during their respective fiscal year agree to submit an organization wide financial and compliance audit report. The audit shall be performed in accordance with the U. S. General Accounting Office Government Auditing Standards and OMB Circular A-133 (Federal Grantor Agency: U. S. Department of Homeland Security; Pass-Through Agency: Office of Homeland Security; Program Title: Public Assistance Grants; Federal CFDA Number: 97.008). The records shall be maintained and retained in accordance with UASI grant requirements and shall be available for audit and inspection by the City and designated grant agent personnel.

9. The Participating Agency agrees that all its expenditures shall be in accordance with the approved project expenditures and allowable costs as submitted to the City and approved by the California Emergency Management Agency (Cal EMA) and the U.S. Department of Homeland Security Grants Program Directorate.

10. The Participating Agency agrees to defend, indemnify, and hold harmless the City, its agents, officers, and employees, from and against all liability arising out of the Participating Agency's acts or omissions under this MOU.

11. The City agrees to defend, indemnify, and hold harmless the Participating Agency, its agents, officers, and employees, from and against all liability arising out of the City's acts or omissions under this MOU.

12. The Participating Agency agrees to provide the Certificate of Non-Supplanting (**Attachment C**).

13. The Participating Agency agrees to provide the Certification regarding Debarment, Suspension and Other responsibility matters (**Attachment D**).

14. The Subgrantee Performance Period for the FY 2010 UASI funding cycle is from October 21, 2010 to April 30, 2013.

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IN WITNESS WHEREOF, this Memorandum of Understanding is entered into by the City of Riverside Office of Emergency Management and the _____, by and through their authorized representatives.

CITY OF RIVERSIDE

By: _____

Title: _____

Attest:

By: _____
Colleen J. Nicol

Title: _____
City Clerk

Approved as to form:
By: _____
James E. Brown

Title: _____
Supervising Deputy City Attorney

PARTICIPATING AGENCY

By: _____

Title: _____

Attest:

By: _____

Title: _____

MV00195117

Governing Body Resolution
(For Operational Areas and Urban Area's)

BE IT RESOLVED BY THE _____
(Governing Body)

OF THE _____ *THAT*
(Name of Applicant)

_____, *OR*
(Name or Title of Authorized Agent)

_____, *OR*
(Name or Title of Authorized Agent)

_____,
(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of California.

Passed and approved this _____ day of _____, 20_____

Certification

I, _____, duly appointed and
(Name)
_____ of the _____
(Title) (Governing Body)
do hereby certify that the above is a true and correct copy of a resolution passed and approved by the _____ of the _____ on the
(Governing body) (Name of Applicant)
_____ day of _____, 20_____.

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_____

(Official Position)

_____

(Signature)

MV00195119

Certificate of Non-Supplanting

My signature below affirms that grant funds from the Urban Area Security Initiative Grant will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose.

Designated Agent:

_____
Printed Name

_____
Signature

_____
Title

_____
Agency

RIVERSIDE URBAN AREA SECURITY INITIATIVE
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Government-wide Debarment and Suspension (Non-procurement). The certification shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction or cooperative agreement.

If it is later determined that an applicant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The applicant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the applicant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in covered transactions, as defined in the applicable CFR

1. The applicant certifies that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency (Note: The terms "covered transaction," "debarred," "suspended," "ineligible," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.);

   b. Have not within a three-year period preceding this application been conflicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and

   d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

2. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach as explanation to this application.

Authorized Agent Signature	Business Name
Name Printed or Typed	Street Address
Date	City, State, Zip Code

California Emergency Management Agency

FY2010 Grant Assurances

(All HSGP Applicants)

Name of Applicant: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Will assure that grant funds will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.

2. Has the legal authority to apply for Federal assistance and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, California Emergency Management Agency (Cal EMA).

3. Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between grant programs (for example: State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System) or fiscal years.

4. Will comply with any cost sharing commitments included in the FY2010 Investment Justifications submitted to DHS/FEMA/Cal EMA, where applicable.

5. Will give the Federal government, the General Accounting Office, the Comptroller General of the United States, the State of California, the Office of Inspector General, through any authorized representative, access to, and the right to examine, all paper or electronic records, books, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards and/or awarding agency directives.

6. Agrees that funds utilized to establish or enhance State and Local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines, follow the Federal and State approved privacy policies, and achieve (at a minimum) baseline level of capability as defined by the Fusion Capability Planning Tool.

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7. Will provide progress reports, and other such information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP) within 45 (forty-five) days of the award, and update via the Grant Reporting Tool (GRT) twice each year.

8. Will initiate and complete the work within the applicable time frame after receipt of approval from Cal EMA.

9. Will maintain procedures to minimize the time elapsing between the award of funds and the disbursement of funds.

10. Will comply with all provisions of DHS/FEMA's codified regulation 44, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including the payment of interest earned on advances.

11. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other ties.

12. Understands and agrees that Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from DHS/FEMA/Cal EMA.

13. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

14. Will notify Cal EMA of any developments that have a significant impact on award-supported activities, including changes to key program staff.

15. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of structures.

16. Will comply with all Federal and State Statues relating to Civil Rights and Nondiscrimination. These include, but are not limited to:
    a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin.
    b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of gender.
    c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps.
    d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age.
    e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
    f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

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g. §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing.
i. Title 44 Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.
j. The requirements on any other nondiscrimination provisions in the specific statute(s) under which the application for Federal assistance is being made.
k. Will, in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds or race, color, religion, national origin, gender, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
l. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
m. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.

17. Will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of Federal participation in purchases. Will also comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.

18. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is ten thousand dollars ($10,000) or more.

19. Will comply with all applicable Federal, State, and Local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and Local EHP requirements and obtain applicable permits may jeopardize Federal funding. Will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require reevaluation of compliance with these EHP requirements.

20. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of DHS/FEMA/Cal EMA, including, but not limited to, ground disturbance, construction, modification to any structure, physical security enhancements, communications towers, and purchase and/or use of any sonar equipment. The subgrantee must comply with all conditions placed on the project as a result of the EHP review. Any construction-related activities initiated without the necessary EHP review and approval will result in a noncompliance finding, and may not be eligible for reimbursement with DHS/FEMA/Cal EMA funding. Any change to the scope of work will require re-evaluation of compliance with the EHP. If ground-disturbing activities occur during the project implementation, the subgrantee must ensure monitoring of the disturbance. If any potential archeological resources are

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discovered, the subgrantee will immediately cease activity in that area and notify DHS/FEMA/Cal EMA and the appropriate State Historic Preservation Office.

21. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not on the Environmental Protection Agency's (EPAs) List of Violating Facilities, and will notify Cal EMA and the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating if a facility to be used in the project is under consideration for listing by the EPA.

22. Will provide any information requested by DHS/FEMA/Cal EMA to ensure compliance with applicable laws, including the following:
    a. Institution of environmental quality control measures under the National Environmental Policy Act, National Historical Preservation Act, Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (EO12898) and Environmental Quality (EO11514).
    b. Notification of violating facilities pursuant to EO 11738.
    c. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.).
    d. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.).
    e. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
    f. California Environmental Quality Act (CEQA). California Public Resources Code Sections 21080-21098. California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.
    g. Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et.seq.) related to protecting components or potential components of the national wild and scenic rivers system.
    h. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

23. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447, and 2448.

24. Agrees that all publications created or published with funding under this grant shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."* The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*

25. Acknowledges that DHS/FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: a) the copyright in any work developed under an award or sub-award; and b) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support.

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26. The recipient agrees to consult with DHS/FEMA/Cal EMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

27. Has requested through the State of California, Federal financial assistance to be used to perform eligible work approved in the submitted application for Federal assistance and after the receipt of Federal financial assistance, through the State of California, agrees to the following:
    a. Promptly return to the State of California all the funds received which exceed the approved, actual expenditures as accepted by the Federal or State government.
    b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
    c. Separately account for interest earned on grant funds, and will return all interest earned, in excess of $100 per Federal Fiscal Year.

28. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

29. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

30. Will comply, if applicable, with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

31. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

32. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

33. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for Federally-assisted construction sub-agreements.

34. Agrees that:
    a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
    b. If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a Member

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of Congress in connection with the Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all sub recipients shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

35. Agrees that equipment acquired or obtained with grant funds:

a. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.

b. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.

36. Agrees that funds awarded under this grant will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.

37. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A102 and A-133, E.O. 12372 and the current Administrative Requirements, Cost Principles, and Audit Requirements.

38. Will comply with all provisions of 2 CFR, including: Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110); Part 225 Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87); Part 220 Cost Principles for Educational Institutions (OMB Circular A-21); Part 230 Cost Principles for Non-Profit Organizations (OMB Circular A-122).

39. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.

40. Agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

41. Will comply with Federal Acquisition Regulations (FAR), part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.

42. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide.

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43. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2010 Homeland Security Grant Program Guidance and Application Kit, and the California Supplement to the FY 2010 Homeland Security Grant Program Guidance and Application Kit. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY2010 Homeland Security Grant Program application. Further, use of FY10 funds is limited to those investments included in the California FY10 Investment Justifications submitted to DHS/FEMA/Cal EMA and evaluated through the peer review process.

44. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension".

45. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions,
    a. The applicant certifies that it and its principals:
        i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
        ii. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
        iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
    b. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

46. Agrees to comply with the Drug-Free Workplace Act of 1988, and certifies that it will or will continue to provide a drug-free workplace by:
    a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
    b. Establishing an on-going drug-free awareness program to inform employees about:
        i. The dangers of drug abuse in the workplace;
        ii. The grantee's policy of maintaining a drug-free workplace;
        iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

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iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).

d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
   i. Abide by the terms of the statement; and
   ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

   Department of Justice, Office of Justice Programs
   ATTN: Control Desk
   633 Indiana Avenue, N.W.
   Washington, D.C. 20531

   Notice shall include the identification number(s) of each affected grant.

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted.
   i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

47. Will comply with all applicable requirements of all other Federal and State laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.

48. Understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Signature of Authorized Agent:_____

Printed Name of Authorized Agent:_____

Title:_____ Date:_____

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TRAVEL AND RELATED BUSINESS EXPENSES

PURPOSE: This policy establishes the basic guidelines for travel on City business. It defines the City's expectations of its employees who are required to travel in connection with their work responsibilities, and clarifies which expenses will be advanced or reimbursed to the employee by the City, and which expenses are considered the personal responsibility of the employee. Business travel is defined as authorized attendance at conferences and seminars, or authorized travel for any other purpose in connection with official City responsibilities. Business travel includes one-day trips and trips requiring one or more overnight stays.

As a general rule, this policy is not intended to cover business meetings of less than one day involving travel of less than 150 miles round trip, even though employees may be reimbursed for their cost of meals and travel. In such cases department head discretion is required and departments may decide that such travel fits within the scope of this policy. As an example, a day trip to Los Angeles to attend a business meeting will likely involve meals and transportation expense reimbursement. However, such travel may involve less than $100 of expenditures and are generally not considered as part of the scope of this policy.

POLICY:

I. General Standards

A. Mandatory Use of the Travel Authorization & Expense Reporting Form ("Travel Form")

1. The Travel Form is a mandatory document for all employees, whether or not one expects to receive a travel advance or reimbursement for business related travel expenses. It serves as an estimate of the total cost of attending conferences, meetings and seminars, and provides documentation of cash advances, vendor payments and credit card purchases. Equally important, it serves as documented authorization to travel on City business and helps identify when the employee is traveling on behalf of the City in case of an accident or other incident.

B. Mandatory Use of the Travel Expense Log

1. The Travel Expense Log is a specially designed record and envelope to assist the employee in accounting for daily travel expenses and consolidating business travel receipts.

2. Employees are to notate each travel expense item requiring a receipt and check the appropriate box for its inclusion in the packet. Receipts are required for reimbursement of out-of pocket expenses and certain advanced expenses such as ground transportation.

3. The Travel Expense Log is submitted to Finance along with the completed Travel Expense Report within 15 workdays after completion of travel.

C. Policy Emphasizes Economy and Practicality with Reasonable Subsistence and Accommodations while on City Business

1. This policy provides for reasonable subsistence, modes of travel, and lodging and accommodations while on City business. The intent is to allow employees to eat in moderately priced restaurants, stay in moderately priced hotels, and travel comfortably. Employees are responsible for using good judgment in making reservations, and travel decisions should emphasize economy and efficiency at all times. For example:

a. When using air travel, employees should always book flights in coach as opposed to first class.

b. Although the Internet offers plenty of specials and low-priced flights, flexibility is often sacrificed and sales are often final. Employees should consider this when

booking their flights and can be held personally accountable if a flight is booked incorrectly, costing the City money. To provide more flexibility, designated travel agencies should be used.

c. When choosing a hotel for a conference, it is preferable to stay at the hotel where the conference is being held even though it may be slightly more expensive than others in the area.

2. It is permissible to combine personal travel with business travel, such as departing for a business conference a few days early to utilize personal vacation time. But only strictly business-related expenses will be advanced or reimbursed and personal travel shall not result in higher business travel costs or they must be reimbursed to the City.

D. Policy is Not Intended to be All Inclusive

1. This policy is not intended to address every issue, exception or contingency that may arise in the course of City travel or attendance at meetings.

2. Accordingly, the basic standard that should always prevail is to use good judgment and economy in the use and stewardship of City funds.

II. Travel Authorization & Expense Reporting Form ("Travel Form")

A. Travel Authorization

1. Travel Authorization approval by a department head is required whenever:

a. Total estimated cost will exceed $200; or

b. Overnight accommodations will be required.

2. Division Manager authorization can be substituted for department head authorization for employee travel that is estimated at $200 or less and does not involve overnight accommodations.

3. Travel Restrictions

a. Out-of-state travel authorizations require City Manager approval (or his designee).

b. Department Head travel authorizations require City Manager approval (or his designee)

4. Determining Methods of Payment for Travel Expenses

a. The City will pay for legitimate and reasonable travel-related business expenses, including transportation, lodging, registration fees, meals, and any other related expenses if they are for official business and fit within these guidelines.

b. There are four methods of payment for travel-related expenses: (1) direct payment to vendors by check, (2) payment by City CAL-Card or credit card, (3) reimbursement to the employee for out-of-pocket expenses, and (4) cash advances, which include per diem.

c. Direct payments to vendors are made by the City to an organization to pay for specific costs related to the trip. These are usually registration fees, lodging and airfare.

d. City CAL-Card or credit card may be used to prepay travel expenses, including registration fees, lodging and airfare, or may be used to cover expenses as they arise on the trip. CAL-Cards and credit cards may not be used to advance per diem.

e. The employee will be reimbursed for actual, reasonable and allowable out-of-pocket expenses related to travel on City business. The employee must account for out-of-pocket expenses with receipts and utilizing the Travel Expense Log.

f. Cash advances, including per diem, are lump sum payments made to the employee prior to one's travel based on reasonable estimated expenses. Ground transportation is often difficult to estimate, but may be advanced to the employee using reasonable estimates based on the itinerary. Upon the employee's return, and with the exception of per diem expenses, the employee must account for advanced expenses with receipts and utilizing the Travel Expense Log. Advances exceeding substantiated expenses must be returned to the City. If authorized expenses (excluding meals and incidentals covered by per diem) exceed the amount advanced, the City will reimburse the employee for the difference.

Note: Receipts are not needed to justify meals and incidental expenses covered by per diem.

g. To obtain direct vendor payments or to receive a cash advance, the employee must do the following prior to his trip:

1) Complete the appropriate sections of the Travel Form. The form is available on the City's Intranet under "Forms".

2) Attach documentation for all payments requested. This would include copies of registration forms, announcements, itineraries, and copies of seminar brochures that provide detail of costs.

3) Attach completed and signed Direct Pay forms for all travel-related payment requests.

a) Include the appropriate authorization signatures.

b) Retain a copy of the completed form to reconcile and account for actual expenses upon return from trip.

c) Submit the Travel Form and any Direct Pay forms to the Accounts Payable Unit of the Finance Department.

5. Per Diem (Meals and Incidentals)

a. Meals and incidentals, as defined by IRS guidelines, include all meals and miscellaneous hotel services, such as tips to waiters and porters. Per Diem will be paid at the current rates established by IRS guidelines determined by the maximum federal per diem rate table. All IRS tax rules will apply.

NOTE: Per Diem rates for California cities and out-of-state destinations are identifiable through a hyperlink on the Travel Form on the City's Intranet.

b. By IRS regulations, per diem is defined as travel subsistence extending beyond one day and there is no requirement to provide receipts. However, for one day or partial days of travel, meals expense receipts ARE required and the standard one day, non-per diem meal allowance will be $50 allocated as follows:

Breakfast – $10.00

Lunch – $15.00

Dinner – $25.00

If an employee is advanced money for one-day or partial day meals and the total amount of all receipts is less than the amount advanced, the difference must be reimbursed to the City.

Conversely, if the employee exceeds the total one-day or partial day standard non-per diem meal allowance and is requesting reimbursement, receipts MUST be provided and reimbursement shall be at the discretion of the Finance Director based on the circumstances.

c. As a general rule, employees are expected to base their requests for daily meals and incidentals according to the federal per diem rates.

d. As an alternative, an employee can elect not to receive per diem and request reimbursement of actual, reasonable and allowable subsistence expenses that are substantiated with receipts. This alternative must be approved in advance and receipts must accompany the request for reimbursement. However, a combination of per diem and reimbursement of meals and incidental business expenses is prohibited.

e. Partial per diem for travel of more than one day may be advanced depending on the employee's departure time and return time. The request for partial or full per diem will be based on the employee's itinerary and will be granted based on a "fair and reasonable" request. Partial days per diem will be prorated as follows:

- Travel of less than 12 hours in a day will be prorated to one-half day of per diem.
- Travel of 12 hours or more in a day will count as a full day for per diem.

For example, assuming a daily per diem of $50, if an employee leaves on Monday at 6:00 A.M. to San Francisco for a business conference and returns to work at 1:00 P.M. on Tuesday, the per diem advance would be $100.

f. A CAL-Card or City credit card may be used on a business trip as a substitute for petty cash to cover business related expenses other than meals and incidentals.

g. Employees will be reimbursed up to $5.00 per day for personal phone calls while on overnight travel on city business. Employees with City-assigned cell phones should use these phones whenever possible and keep such calls to a limited duration.

6. Other Expenses

   a. Alcoholic Beverages – Expense reimbursement for alcoholic beverages will not be allowed. The City Council or City Manager may approve exceptions to this policy on a case-by-case basis for special receptions or other unique circumstances.

   b. Spouses and Guests – Spouses and guests are welcome to accompany employees on City travel and at conferences, seminars and meetings. However, any additional costs associated with the participation of a spouse or guests are the responsibility of the employee.

7. Method of Travel

   a. When planning the transportation portion of the trip, the employee must consider all aspects of cost to the City, such as daily expenses, overtime, lost work time, and actual transportation costs. In general, common carrier (bus, train or plane) is preferred mode of transportation.

   b. The City will only pay or reimburse employees for the cost of coach class flights.

   c. Employees shall be responsible for canceling any airline or hotel reservations they will not use. Any charge for an unused reservation shall be considered the employee's personal expense, unless failure to cancel the reservation was due to circumstances beyond the employee's control.

   d. Whenever practical, City owned vehicles should be used for travel unless the employee receives a mileage allowance.

   e. If a City vehicle is not available, or if there is another reason why the employee should drive his/her personal automobile, the City shall reimburse the employee with either the cost of the most appropriate means of transportation, or the actual mileage involved in the travel, whichever is the lesser of the two.

   f. The reimbursed mileage rate for use of a private vehicle for City travel will be at the current Standard Federal Mileage Rate set by the IRS.

   g. Mileage reimbursement for a private vehicle being used for City travel must consider the employee's normal commute to work and whether the employee receives a monthly vehicle allowance. If the employee does not receive a vehicle allowance, the employee is entitled to reimbursement for all business miles driven, with the following exceptions:

      1) If travel begins and ends at work, the entire business mileage will be reimbursed.

      2) If travel begins at work and ends at home (or vice versa), and if the total business mileage driven is less than the total mileage that would have been driven if travel began and ended at work, the total mileage can be claimed. (Example: John Doe lives in Banning and is attending a morning conference in Los Angeles. The trip from Banning to Los Angeles is 75 miles, but is only 60 miles from Moreno Valley to Los Angeles. Since his normal commute would bring him to Moreno Valley

and 15 miles closer, in this case John would be reimbursed 120 miles, the round-trip distance from City Hall).

3) If travel begins at home and ends at home, and if the total business mileage driven is less than the total mileage that would have been driven if travel began and ended at work, the total mileage can be claimed. (Example: Jane Doe lives in Banning and is attending a conference in Palm Springs. The round-trip mileage from her house is 60 miles, but would have been 90 miles had she started at and returned to Moreno Valley City Hall. In this case Jane would be reimbursed for the 60 mile round trip).

4) Under no circumstances shall reimbursement be given to the total business mileage claimed that exceeds the total mileage had the travel begun and ended at work.

h. If an employee already receives a monthly vehicle allowance, a total of 50 miles must be deducted for each one-way travel to or from the authorized City business travel destination. The mileage exceeding a 50-mile radius is subject to reimbursement, however, the first 50 miles each way is considered applicable to the employee's vehicle allowance. The above four rules shall also apply.

i. In order to drive a privately owned vehicle on City business, the employee must:

1) Possess a valid California driver's license.

2) Carry liability insurance, as required by the State of California

3) Realize that any damage to the employee's personal vehicle and/or service or repair occurring on the trip will be the employee's responsibility, as insurance costs are factored in the IRS per mile cost reimbursement.

j. If local ground transportation is needed during the trip, the use of public transit such as airport shuttles, buses, streetcars, and subways is appropriate.

k. Ground transportation must be efficient and cost effective. Use of taxis, hotel courtesy buses and local shuttles are allowed when other public transit or common carriers are not reasonably available.

l. Requests for advances of ground transportation costs (including tips) should be substantiated whenever possible. If the cost cannot be substantiated, advances will be based on a fair and reasonable estimate of expenses.

m. Ground transportation receipts are required. However, in cases where a receipt is not available, the employee must notate this on the Travel Expense Log. Employee requests for out-of-pocket reimbursement of ground transportation costs without receipts are subject to review and approval by the Finance Director.

n. The use of a rental car is authorized in cases where it is economical or more feasible relative to using ground transportation.

o. If a car rental is required, the employee may use a City CAL-Card or credit card or request reimbursement for out-of-pocket costs including fuel, upon return from

business travel. Receipts are required. The optional car rental agency-provided insurance is not a reimbursable cost. Since employees are normally insured by their own automobile insurance carrier for use of a rental vehicle, employees may opt for this coverage at their own expense.

p. The City will reimburse all reasonable business travel expenses, including bridge tolls and parking fees incurred as a result of an employee's authorized use of a private vehicle or City vehicle while traveling on City business. Receipts are required, and if a receipt is not available, the employee shall notate this on the Travel Expense Log.

q. Without receipts, any employee request for out-of-pocket reimbursement of costs incurred as a result of an employee's authorized use of a private vehicle or City vehicle while traveling on City business is subject to review and approval by the Finance Director.

8. Compensation for Travel Time (Non-Exempt Employees)

a. When travel time exceeds the normal workday or workweek, the City's rules for overtime apply to those employees eligible for overtime.

b. In determining overtime compensation, normal commute time should be deducted from total travel time.

c. Normal unpaid meal periods are not considered work time while traveling.

d. Overtime eligibility applies equally to drivers and passengers, and should be granted whether travel occurs during normal workdays or on weekends or evenings.

9. Lodging

a. Lodging is allowed for attendance at conferences, seminars or meetings that are in excess of 50 miles or one hour of travel time, one-way, from the employee's home. A Department Head may approve exceptions to the 50-mile/one hour minimum if he/she considers the request to be reasonable and practical, especially considering the destination, the difficulty of the commute, and the starting time of the conference.

b. Reasonable lodging expenses will be paid at actual cost including taxes and parking, for as many nights as necessary.

c. The lodging accommodations should be economical and practical. In general, the employee should select the most reasonably priced accommodations available, but consistent with the purpose and goals of the trip.

d. When choosing a hotel for a conference, it is preferable to stay at the hotel where the conference is being held even though it may be slightly more expensive than others in the area.

e. Other non-business related room charges, including movies or refreshments are not reimbursable.

f. When making lodging reservations, be sure to ask if a "government rate" is available. Some cities exempt travelers on government business from their local transient occupancy tax (TOT). This can be as much as a 12-15% savings on lodging costs depending on the TOT rate. Check with the hotel for this exemption and form.

g. Since there is seldom a difference in the room rate for double occupancy, it is permissible for an employee to share a room with a spouse or guest at no additional cost to the City. However, if double occupancy of a room by a non-City employee results in an increased room rate, the difference shall be the employee's personal expense. Furthermore, incurring a non-business related expense using advanced City funds, or a City Cal-Card or credit card is prohibited.

10. Incidental Expenses

a. Incidental expenses include but are not limited to tips for persons who provide services, such as waiters, maids, porters, and baggage handlers.

b. Incidental expenses incurred while on an overnight business trip are covered by per diem. To receive reimbursement on incidental expenses incurred on a day business trip, receipts should be submitted whenever possible. If the employee is unable to obtain a receipt, the costs should be documented on the Travel Expense Log and on the Travel Form as a reimbursement request.

c. Business-related expenses such as telegrams and telephone calls, copying and faxing, computer accessories, tapes and other training materials purchased at a conference are reimbursable with receipts, and become property of the City. Whenever possible, employees should anticipate the need for supplies and should take whatever they need with them instead of purchasing these supplies at their destination, where the cost may be significantly more than what the City would normally pay.

d. Tips are generally an allowable and reimbursable cost of business travel, but they must be reasonable.

1) For business trips not involving per diem, they should never exceed 15%-20% of the cost of the meal.

2) For ground transportation, they should not exceed 15% - 20% of the fare.

11. Non-Reimbursable Expenses

a. Personal entertainment costs are not reimbursable. These include headphones or alcoholic beverages purchased on airplanes, video rentals and refreshment bars in hotel rooms, spas and gyms, laundry or dry cleaning and other items of a personal nature.

B. Travel Expense Report

1. When returning from a trip, a final accounting of all expenses related to the trip must be approved by the Department Head (or applicable Division Manager) and submitted to the Finance Department within fifteen working days. A travel expense report is required in all cases – there are no exceptions. This is mandatory whether or not the advance received is equal to the expenses incurred, whether the employee is eligible for additional reimbursement, or whether money is owed to the City.

2. The final accounting of the travel is made by completing the Travel Expense Report, Section Two of the Travel Form.

3. After completing the Travel Expense Report, the employee must place it in the Travel Expense Log envelope with all required receipts, sign the report attesting to its accuracy and submit it to your Department Head for review and approval. Remember, receipts are not required to justify meals and incidental expenses covered by per diem.

4. If the employee owes the City for the unused balance of a cash advance (other than per diem), he should pay the amount due to the Finance Department cashier and attach the receipt to his Travel Expense Report. The amount returned to the City must be applied as a credit to the expense account originally used for the cash advance.

5. Department Heads (or applicable Division Managers) approving Travel Expense Reports are responsible for ensuring that:

   a. All expenses are reasonable, necessary and consistent with these guidelines.

   b. Any required receipts are attached and enclosed in the Travel Expense Log.

   c. The final disposition is correct (balance due employee, or balance due City).

   d. Any amounts due to the City are fully reimbursed.

   e. Final accounting of all expenses related to the trip is submitted to the Finance Department within fifteen workdays following the employee's completed travel.

6. If the City owes the employee money, the employee may request reimbursement by forwarding the Travel Expense Report to the Finance Department along with a Request for Direct Pay. If the amount requested is $100 or less, a Petty Cash Request may be submitted for reimbursement. Requests for reimbursement by direct pay will be processed on the next available Accounts Payable check run, if submitted by the normal Accounts Payable deadline, but no later than ten workdays following receipt. Requests for reimbursement by petty cash will be reimbursed per the Petty Cash Policy.

7. If the employee owes the City money, he should pay the Finance Department cashier and forward the Travel Expense Report with the cash register receipt attached evidencing payment of the amount due.

Summary of Travel and Related Business Expense Policy

A. TRAVEL AUTHORIZATION REMINDERS (Part I of Travel Form)

Employee	• Consult with Department Head or applicable Division Manager on the need for travel. • Carefully plan the itinerary, including basic transportation, ground transportation, lodging, and meals and incidentals. • Complete the Travel Authorization (Section One of "Travel Form"); attach a copy of the announcement for the conference, meeting or seminar; attach a Request for Direct Pay for employee cash advance (if needed), and attach a Request for Direct Pay for each direct vendor payment request. All requests for vendor payments must include copies of the conference brochure or similar information. • It is the employee's responsibility to make and attach all necessary copies. Travel request packages submitted to the Finance Department without appropriate copies and documentation will be returned to the requesting department for follow-up and resubmittal. Checks will not be released before all authorized and required paperwork is received.
Department Head or if applicable, Division Manager	• Review Travel Authorization Form for compliance with City travel policy, employee's professional development needs, and department's overall training needs and priorities. • Verify that adequate funding exists in the appropriate travel budget to cover all costs. • If travel is out-of state, obtain City Manager's approval. • Approve the Travel Authorization Form, provide a copy to the employee and submit to the Finance Department for payment processing.
Finance Department	• Review the Travel Authorization Form for compliance with City Travel policy. • Make cash advance and vendor payments. • File Travel Authorization Form with copies of Direct Pays and all related Direct Pay forms for hotels, conference registration, etc., in employee file for subsequent matching and review of employee's Expense Reporting, which is due within fifteen workdays of his/her return from the business trip.

B. TRAVEL EXPENSE REPORTING REMINDERS (Part II of Travel Form)

Employee	• Complete the Travel Expense Report (Section Two of "Travel Form"), which is the mandatory accounting for all expenses incurred on the business trip. • Attach the Travel Expense Log and include all applicable business expense receipts. • Notate all business expenses on the log, by date, and check the appropriate box to indicate if the receipt is enclosed. • Sign the Expense Report, attesting to its accuracy. • Submit the completed package to the appropriate department authority in time to meet the requirement that the employee's Travel Expense Reporting be submitted within fifteen workdays after completion of travel. • Make payment to the City of Moreno Valley and submit to the Finance Department for any amount of the cash advance balance due and attach the receipt as proof of payment.
Department Head or if applicable, Division Manager	• Review the Travel Expense Report and Travel Expense Log for compliance with City travel guidelines. • Verify the accuracy of balances and review all expenses incurred for propriety and in relation to original goals of the business trip. • Approve the Travel Expense Report, make a copy for department records, and submit to the Finance Department. • Ensure that a Request for Direct Pay is attached if funds are due to the employee.
Finance Department	• Review the Travel Expense Report and Travel Expense Log for compliance with the City's Travel Policy. • File the Travel Expense Report and Travel Expense Log in the employee's vendor file and process any Request for Direct Pay if funds are due to the employee.

Any questions regarding the Travel and Related Business Expense Policy can be directed to the Finance Department, Accounts Payable Supervisor at (909) 413-3087.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: April 23, 2013

TITLE: APPROVE THE CITY OF MORENO VALLEY'S FIVE-YEAR MEASURE A LOCAL STREETS AND ROADS CAPITAL IMPROVEMENT PLAN (CIP) AND MAINTENANCE OF EFFORT (MOE) CERTIFICATION STATEMENT FOR THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC) MEASURE A LOCAL FUNDS PROGRAM, FISCAL YEAR (FY) 2014-2018

RECOMMENDED ACTION

Recommendations:

1. Approve the City of Moreno Valley's Five-Year Measure A Local Streets and Roads CIP and MOE for the RCTC Measure A Local Funds Program, FY 2014-2018.

2. Authorize submittal of the RCTC Measure A Local Streets and Roads CIP and MOE for the RCTC Measure A Local Funds Program, FY 2014-2018.

3. Authorize staff to submit an amended five-year plan to RCTC if changes are made by City Council to the listed Measure A projects as part of the upcoming FY 2013-2014 budget approval process

BACKGROUND

The Riverside County Transportation Commission Ordinance No. 02-001, as enacted pursuant to the provisions of Division 25 of the Public Utilities Code, specifies that local cities and counties must submit an annual Five-Year CIP to receive Measure A funds. RCTC requires local agencies to submit their FY 2014-2018 Five Year CIP for Measure A by May 13, 2013. The program is subject to amendment after review and approval by RCTC.

The City of Moreno Valley has received Measure A funds (local sales tax) for expenditures on local streets since November 1989.

On July 26, 2011, the City Council authorized issuance of the Certificates of Participation Series 2011B (COPS) in an amount up to $20 million, including issuance costs, with an anticipated annual debt service of $1,321,000. Upon consultation of Finance, Public Works and City Manager's Office, staff has reviewed the favorable market status and analyzed the ability to issue the maximum amount of debt authorized. COPS funds are estimated to be available in November 2013.

DISCUSSION

Measure A is a major funding source for transportation infrastructure improvements. The total amount of funding received from FY 1989/90 through FY 2011/12 is $61.5 million. The City is scheduled to receive $3,027,000 in Measure A revenue by FY 2012/13 year-end and $3,136,000 in funding for FY 2013/14. The City's Measure A Fund Balance also receives revenue from several supplementary sources:

- Interest income
- Federal-aid awards
- State grants
- County/Local grants
- Sale of plans and specs

The total revenue received from these supplementary funding sources since FY 1989/90 is in excess of $34 million. Because Measure A funds are used to provide required City matching funds for federal, state and county transportation grant awards, the reimbursements from these grants are currently deposited into the Measure A Fund Balance. The sale of plans and specs for projects going out to bid is designated as an additional source of income although this revenue recoups the cost incurred in the printing and publishing of the documents. The income received from these supplemental revenue sources, combined with the annual Measure A revenue from RCTC provides the funding to construct multi-million dollar projects.

RCTC requires all local jurisdictions to submit an annual five-year CIP for continued receipt of Measure A Local Streets and Roads funds. As required by RCTC, the attached tables include the actual FY 2012/13 Measure A budget approved by Council, as well any budget appropriation adjustments during the fiscal year. Additional tables include proposed projects for FY 2013/14 and planned projects for FY 2014/15 through FY 2017/18. The listed projects are consistent with the City's Capital Improvement Program. All identified projects meet the criteria for Measure A funding.

The projects are included in the Measure A Five-Year CIP to satisfy RCTC Ordinance No. 02-001. Although RCTC requires this information by May 13, 2013, the City Council may make any changes to the list of projects as part of the City's annual budget

approval process. City staff can forward the amended Measure A project list to RCTC once the City's budget is approved.

RCTC Ordinance No. 02-001 also requires the City to provide an executed MOE Certification Statement indicating that Measure A funds will not replace local discretionary funds used for the City's transportation issues, but will be in addition to the City's funds for transportation purposes. The MOE base year amount, approved by the RCTC at its July 2011 meeting, is $1,459,153. The MOE requirement is met by the Public Works Department General Fund operating budgets and by a contribution from the General Fund to the Gas Tax Fund.

ALTERNATIVES

1. Approve the City of Moreno Valley's Five-Year Measure A Local Streets and Roads CIP and MOE for the RCTC Measure A Local Funds Program, FY 2014-2018, authorize submittal of the RCTC Measure A Local Streets and Roads CIP and MOE for the RCTC Measure A Local Funds Program, FY 2014-2018, and authorize staff to submit an amended five-year plan to RCTC if changes are made by City Council to the listed Measure A projects as part of the upcoming FY 2013/14 budget approval process. *This alternative allows the City to continue receiving Measure A monies annually to fund significant roadway and other transportation related infrastructure improvements.*

2. Do not approve the City of Moreno Valley's Five-Year Measure A Local Streets and Roads CIP and MOE for the RCTC Measure A Local Funds Program FY 2014-2018. *This alternative eliminates Measure A funding for the City, significantly affecting the ability to deliver critical CIP projects.*

FISCAL IMPACT

The timely approval and submittal of the Five-Year CIP by May 13, 2013, ensures continued receipt of Measure A funds for FY 2013/14. City staff can forward an amended Measure A project list to RCTC once City Council approves the FY 13/14 City budget. Measure A funds can only be used for transportation related projects.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

The City of Moreno Valley is required to submit an annual Five-Year CIP for Measure A projects and a MOE certification for continued receipt of Measure A funds.

ATTACHMENTS

ATTACHMENT 1: FY 2013/14 MOE Certification Statement

ATTACHMENT 2: Riverside County Transportation Commission, Measure A Local Funds Program, Project Status Report FY 2012-2013 for the City of Moreno Valley

ATTACHMENT 3: Riverside County Transportation Commission, Measure A Local Funds Program, FY 2014-2018, for the City of Moreno Valley

Prepared By:
Linda Wilson
Senior Management Analyst

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Attachment 1

FY 2013/14 MAINTENANCE OF EFFORT CERTIFICATION STATEMENT

The undersigned agrees and certifies for the City of Moreno Valley (the "Agency") that sales tax transportation funds received pursuant to Ordinance No. 02-001 of the Riverside County Transportation Commission ("Measure A") shall be used in compliance with the Commission's Maintenance of Effort Guidelines and a base year amount of $1,459,153, approved by the Commission at its July 13, 2011 meeting, and that the Agency shall not use such funds to replace discretionary local funds previously expended by the Agency for local transportation purposes. The Agency hereby acknowledges that the failure of the Agency to continue such local expenditure shall result in a reduction or loss of Measure A funds. Additionally, the Agency commits to expending Measure A Local Streets and Roads funds for projects listed in the Five Year Capital Improvement Plan as approved by Riverside County Transportation Commission.

Dated: _____, 2013

_____
HENRY GARCIA, CITY MANAGER

ATTEST:

_____
CITY CLERK

ATTACHMENT 2

Riverside County Transportation Commision
Measure A Local Funds Program
Project Status Report FY 2012-2013

Agency: City of Moreno Valley
Page 1 of 2
Prepared by: Linda Wilson
Date: April 23, 2013

2012-2013						
Item No.	Project Name / Limits	Project Type	Total Cost ($000's)	Measure A Funds ($000's)	Estimated Completion	Status
1	Measure A Program Budget	Program Budget	449	449	NA	On-going program
2	Indirect Cost Rate	Overhead	242	242	NA	On-going
3	Alessandro Boulevard/ Elsworth Street Intersection Improvements	Street Improvements	845	85	Sep-16	Design in progress
4	Alessandro Boulevard Median/Indian Street to Perris Boulevard	Street Improvements	959	59	Apr-14	Design in progress
4	Alessandro Boulevard Pavement Modification	Street Improvements	72	72	Mar-14	Design in progress
5	Bike Lane Improvements	Street Improvements	84	84	Jun-14	On-going
6	Citywide Annual Pavement Resurfacing Program	Street Improvements	1,713	978	NA	On-going annual program
7	Citywide Traffic Sign Retro-reflectivity Inventory	Traffic Signal	70	70	Dec-13	Inventory on-going
8	Delphinium Avenjue Sidewalk Improvements	Street Improvements	463	46	Dec-14	New - design to begin in June 2013
9	Heacock St. Bridge/Perris Valley Storm Drain Lateral "A"	Bridge	1,495	158	Oct-12	Project Closeout completed
10	Heacock Street Sidewalk/Atwood Avenue to Myers Avenue	Street Improvements	81	81	Jun-12	Project Closeout completed
11	Heacock Street South Extension	Street Improvements	525	525	Jun-18	35% design; environmental
12	Indian Street/Alessandro Boulevard Sidewalk Improvements	Street Improvements	2	2	Feb-12	Project Closeout completed
13	Indian Street / Manzanita Avenue Intersection Reconfiguration	Street Improvements	101	101	Jan-14	Design in progress
14	Indian Street Bicycle Lanes / Iris Avenue to Katrina Street	Street Improvements	2	2	Jun-12	Project Closeout completed
15	Moreno Valley Bicycle Master Plan Update	Street Improvements	150	14	Jun-14	Inventory on-going
16	Nason Street/Cactus Avenue Street Improvements	Street Improvements	21,932	2,317	Oct-13	Construction on-going
17	Pavement Management Program	Street Improvements	85	85	NA	On-going annual program
18	Pavement Rehabilitation Program (formerly Slurry Seal Program)	Resurface	284	284	NA	On-going annual program
19	Perris Blvd SB Lane to SR-60 WB On-Ramp	Street Improvements	146	146	Aug-12	Project Closeout completed
20	Reche Vista Dr. Realignment/Perris Blvd./Heacock St. to North City Limits	Street Improvements	6	6	Jun-18	Research construction
21	Residential Traffic Management Program (Speed Hump Program)	Street Improvements	85	85	NA	On-going annual program

Riverside County Transportation Commision
Measure A Local Funds Program
Amended Project Status Report FY 2012-2013

Agency: City of Moreno Valley
Page 2 of 2
Prepared by: Linda Wilson
Date: April 23, 2013

2012-2013						
Item No.	**Project Name / Limits**	**Project Type**	**Total Cost ($000's)**	**Measure A Funds ($000's)**	**Estimated Completion**	**Status**
22	SR-60/Nason St. Interchange	Street Improvements	973	211	Jun-12	Project closeout and audit
23	Street Improvement Program (SIP)	Street & Storm Drain Imprv	2,120	891	NA	On-going annual program
24	Sunnymead Boulevard / SR-60 On-Ramp Intersection Improvements	Street Improvements	459	25	Jun-16	Design Jan 2014-June 2015
		Totals	**33,343**	**7,018**		

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
FY 2014 - 2018

Agency: City of Moreno Valley

Page 1 of 6

Prepared by: Linda wilson

Phone #: 951-413-3132

Date: *April 23, 2013*

Estimated Prior Year Measure A Balance:	9,661,000
Estimated FY 2013-2014 Measure A Allocation:	3,136,000
Estimated Measure A Available for FY 2013-2014 Projects:	12,797,000

Item No.	Project Name / Limits	Project Type	Total Cost ($000's)	Measure A Funds ($000's)
2013-2014				
1	Measure A Program Budget	Program Budget	449	449
2	City-Wide Sign/Striping	Operating Budget	200	200
3	Street Maintenance Vehicle/Equipment Program	Street Vehicles	710	710
4	Indirect Cost Rate	Overhead	251	251
5	Corporate Yard Loan Repayment	Loan for Nason/Cactus Street Improvements	2,500	2,500
6	MVU Substation Loan Repayment	Loan for Nason/Cactus Street Improvements	150	150
7	Alessandro Boulevard/Elsworth Street Intersection Improvements	Street Improvements	841	85
8	Alessandro Boulevard Median/Indian Street to Perris Boulevard	Street Improvements	846	209
9	Alessandro Boulevard Pavement Modifications	Street Improvements	70	70
10	Annual ADA Compliant Curb Ramps	Street Improvements	200	200
11	Bike Lane Improvements	Street Improvements	24	24
12	Bridge Repair Maintenance Program	Bridge	10	10
13	Citywide Annual Pavement Resurfacing Program	Street Improvements	5,177	1,093

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
FY 2014 - 2018

Agency: City of Moreno Valley
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Prepared by: Linda wilson
Phone #: 951-413-3132
Date: *April 23, 2013*

Item No.	Project Name / Limits	Project Type	Total Cost ($000's)	Measure A Funds ($000's)
2013-2014				
14	Citywide Traffic Sign Retro-reflectivity Inventory	Traffic Signal	69	69
15	Delphinium Avenue Sidewalk Improvements	Street Improvements	463	46
16	Heacock Street South Extension	Street Improvements	325	325
17	Indian Street/ Manzanita Avenue Intersection Reconfiguration	Street Improvements	124	124
18	Moreno Valley Bicycle Master Plan	Street Improvements	145	14
19	Nason Street/Cactus Avenue Street Improvements	Street Improvements	1,476	1,317
20	Pavement Management Program	Street Improvements	35	35
21	Pavement Rehabilitation and Slurry Seal Program	Resurface	293	293
22	Reche Vista Dr. Realignment/Perris Blvd./Heacock St. to North City Limits	Street Improvements	4	4
23	Residential Traffic Management Program (Speed Hump Program)	Street Improvements	56	56
24	SR-60/Nason St. Interchange	Street Improvements	3	1
25	Street Improvement Program (SIP)	Street & Storm Drain Improvements	1,800	721
26	Sunnymead Boulevard/SR-60 EB On-Ramp Intersection Improvements	Street Improvements	459	25
		TOTALS	**16,680**	**8,981**

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
FY 2014 - 2018

Agency: City of Moreno Valley

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Prepared by: Linda wilson

Phone #: 951-413-3132

Date: *April 23, 2013*

Estimated Prior Year Measure A Balance:	3,816,000
Estimated FY 2014-2015 Measure A Allocation:	3,230,000
Estimated Measure A Available for FY 2014-2015 Projects:	7,046,000

Item No.	Project Name / Limits	Project Type	Total Cost ($000's)	Measure A Funds ($000's)
2014-2015				
27	Measure A Program Budget	Program Budget	449	449
28	City-Wide Sign/Striping	Operating Budget	200	200
29	Street Maintenance Vehicle/Equipment Program	Street Vehicles	200	200
30	Indirect Cost Rate	Overhead	258	258
31	Operating transfer to pay COPs debt service.	Debt Service	1,322	1,322
32	Library DIF Loan Repayment	Loan for Nason/Cactus Street Improvements	750	750
33	Annual ADA Compliant Curb Ramp	Street Improvement	200	200
34	Bridge Repair Maintenance Program	Maintenance Program	10	10
35	Citywide Annual Pavement Resurfacing	Street Improvement	1,100	1,100
36	Pavement Rehabilitation and Slurry Seal Program	Street Improvement	60	60
37	Residential Traffic Management Program	Speed Hump Program	50	50
38	Street Improvement Program	Street Improvement	200	200
		TOTALS	**4,799**	**4,799**

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
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Agency: City of Moreno Valley

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Prepared by: Linda wilson

Phone #: 951-413-3132

Date: *April 23, 2013*

Estimated Prior Year Measure A Balance:	2,247,000
Estimated FY 2015-2016 Measure A Allocation:	3,327,000
Estimated Measure A Available for FY 2015-2016 Projects:	5,574,000

Item No.	Project Name / Limits	Project Type	Total Cost ($000's)	Measure A Funds ($000's)
2015-2016				
39	Measure A Program Budget	Program Budget	449	449
40	City-Wide Sign/Striping	Operating Budget	200	200
41	Street Maintenance Vehicle/Equipment Program	Street Vehicles	38	38
42	Indirect Cost Rate	Overhead	266	266
43	Operating transfer to pay COPs debt service.	Debt Service	1,322	1,322
44	Operating Transfer to pay 2005 Lease Revenue Bond Debt Service	Debt Service	1,117	1,117
45	Library DIF Loan Repayment	Loan for Nason/Cactus Street Improvements	750	750
46	Annual ADA Compliant Curb Ramp	Street Improvement	200	200
47	Bridge Repair Maintenance Program	Maintenance Program	10	10
48	Citywide Annual Pavement Resurfacing	Street Improvement	600	600
49	Pavement Rehabilitation and Slurry Seal Program	Street Improvement	60	60
50	Residential Traffic Management Program	Speed Hump Program	50	50
51	Street Improvement Program	Street Improvement	200	200
		TOTALS	**5,262**	**5,262**

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
FY 2014 - 2018

Agency: City of Moreno Valley

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Prepared by: Linda wilson

Phone #: 951-413-3132

Date: *April 23, 2013*

Estimated Prior Year Measure A Balance:	312,000
Estimated FY 2016-2017 Measure A Allocation:	3,427,000
Estimated Measure A Available for FY 2016-2017 Projects:	3,739,000

Item No.	Project Name / Limits	Project Type	Total Cost ($000's)	Measure A Funds ($000's)
2016-2017				
52	Measure A Program Budget	Program Budget	400	400
53	City-Wide Sign/Striping	Operating Budget	150	150
54	Indirect Cost Rate	Overhead	0	0
55	Operating transfer to pay COPs debt service.	Debt Service	1,322	1,322
56	Operating Transfer to pay 2005 Lease Revenue Bond Debt Service	Debt Service	1,117	1,117
57	Library DIF Loan Repayment	Loan for Nason/Cactus Street Improvements	750	750
58	Annual ADA Compliant Curb Ramp	Street Improvement	0	0
59	Bridge Repair Maintenance Program	Maintenance Program	0	0
60	Citywide Annual Pavement Resurfacing	Street Improvement	0	0
61	Pavement Rehabilitation and Slurry Seal Program	Street Improvement	0	0
62	Residential Traffic Management Program	Speed Hump Program	0	0
63	Street Improvement Program	Street Improvement	0	0
		TOTALS	**3,739**	**3,739**

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
FY 2014 - 2018

Agency: City of Moreno Valley

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Prepared by: Linda wilson

Phone #: 951-413-3132

Date: *April 23, 2013*

Estimated Prior Year Measure A Balance:	-
Estimated FY 2017-2018 Measure A Allocation:	3,530,000
Estimated Measure A Available for FY 2017-2018 Projects:	3,530,000

Item No.	Project Name / Limits	Project Type	Total Cost ($000's)	Measure A Funds ($000's)
2017-2018				
64	Measure A Program Budget	Program Budget	100	100
65	City-Wide Sign/Striping	Operating Budget	100	100
66	Indirect Cost Rate	Overhead	0	0
67	Operating transfer to pay COPs debt service.	Debt Service	1,322	1,322
68	Operating Transfer to pay 2005 Lease Revenue Bond Debt Service	Debt Service	1,117	1,117
69	Library DIF Loan Repayment	Loan for Nason/Cactus Street Improvements	750	750
70	Annual ADA Compliant Curb Ramp	Street Improvement	0	0
71	Bridge Repair Maintenance Program	Maintenance Program	0	0
72	Citywide Annual Pavement Resurfacing	Street Improvement	100	100
73	Pavement Rehabilitation and Slurry Seal Program	Street Improvement	41	41
74	Residential Traffic Management Program	Speed Hump Program	0	0
75	Street Improvement Program	Street Improvement	0	0
		TOTALS	**3,530**	**3,530**

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and the City Council Acting as the Successor Agency

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: April 23, 2013

TITLE: APPROVE AND EXECUTE AGREEMENT FOR CONVEYANCE OF PROPERTY FOR PARTIAL ACQUISITION OF APN'S 488-080-003 AND 488-080-012 FOR THE SR-60/MORENO BEACH INTERCHANGE IMPROVEMENTS PROJECT – PROJECT NO. 801 0038 70 77

RECOMMENDED ACTION

Recommendations:

1. Approve the Agreement for Conveyance of Real Property with LCTH Investment, LP, for partial acquisition of APN's 488-080-003 and 488-080-012 for the SR-60/Moreno Beach Interchange Improvements project.

2. Authorize the City Manager to execute the Agreement for Conveyance of Real Property and authorize the Public Works Director/City Engineer to approve any changes subject to the approval of the City Attorney.

3. Authorize the issuance of a Purchase Order for $222,317 ($212,317 for the acquisition purchase price plus $10,000 for escrow closing fees) when the Agreement has been signed by all parties.

BACKGROUND

The overall purpose of the SR-60/Moreno Beach Interchange Improvements Project is to provide operational improvements to facilitate movement at and near the SR-60/Moreno Beach Drive Interchange, alleviate existing traffic congestion, increase storage capacity and to address the existing roadway and bridge deficiencies at this

interchange. This project is needed to improve safety, bring the bridge features up to current standards, and provide acceptable levels of service along the facility.

The SR-60/Moreno Beach project is being designed and constructed in two phases. Phase 1 construction is currently improving the south side of the interchange, and Phase 2 will reconfigure the north side ramps, replace the bridge over SR-60, and install a portion of the master-planned Line K-1 drainage system along Ironwood Avenue.

From 2009 through present, the City has been progressing in the steps necessary for the acquisition of right-of-way needed for the interchange project. On December 4, 2012, City Council, in closed session, authorized staff to negotiate and settle for one final parcel (APN's 488-080-003 and 488-080-012; Caltrans Parcel 21448-1). The owner is LCTH Investments, LP.

DISCUSSION

The City is acquiring a fee take of 35,094 square feet on the south side of APN's 488-080-003 and 488-080-012, the property located north of the SR-60 freeway and immediately east of the Nason Basin.

An appraisal of the parcel was prepared on April 18, 2012. Overland, Pacific & Cutler, the City's acquisition consultants, presented the written offer to the property owner and an amicable settlement was reached.

The owner has agreed to a purchase price of $212,317. Escrow closing fees are estimated to not exceed $10,000. The acquisition of APN's 488-080-003 and 488-080-012 exceeds the $100,000 threshold of the City Manager's signature authority; therefore, it requires the Agreement for Conveyance of Property to be approved by the City Council.

The property owner has accepted the offer and both parties are completing negotiations on the Agreement terms. Therefore, staff is requesting that the Public Works Director/City Engineer authorize any changes that may be requested by either the City or the property owner, subject to the approval of the City Attorney. It is prudent to approve the agreement at this time prior to its finalization in order to secure the arrangement.

Since this parcel is the final offer to be accepted, the acquisition of this parcel will allow the City to move forward with the certification of right-of-way for the north side of the SR-60/Moreno Beach Interchange, and to seek funds for construction.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative allows the City to acquire the land needed for the construction of the SR-60/Moreno Beach Interchange Improvements project.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will result in delaying acquisition of the land required for the construction of the SR-60/Moreno Beach Interchange Improvements project.*

FISCAL IMPACT

Funding for the proposed acquisition is included in the Fiscal Year 2012/2013 Capital Improvement Plan budget and is funded by the Successor Agency Tax Allocation Bonds (Fund 4821). There is no impact to the General Fund.

AVAILABLE FUNDS – FY 2012/2013

Successor Agency 2007 Tax Allocation Bonds	
(Account 4821-70-77-80001) (Project No. 801 0038 70 77-4821).....	$ 5,087,000
Transportation Uniform Mitigation Fees	
(Account 3003-70-77-80001) (Project No. 801 0038 70 77-3003).....	$ 3,500,000
Total FY 2012/2013 Project Budget	$ 8,587,000

ESTIMATED COSTS – FY 2012/2013

Construction and Construction Support (Phase 1)	$ 8,262,000
Partial Acquisition of APN's 488-080-003 and 488-080-012	**$ 222,000**
Total Estimated Cost	$ 8,484,000

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

The partial acquisition of APN's 488-080-003 and 488-080-012, along with other properties needed for the project, will allow the City to move forward with Phase 2 of the SR-60/Moreno Beach Interchange Improvements Project. It is requested that the City Council approve the Agreement for Conveyance of Property and authorize the issuance of a Purchase Order for the acquisition purchase price plus the escrow closing fees.

ATTACHMENTS

Attachment 1: Location Map
Attachment 2: Agreement for Conveyance of Property

Prepared By:
Margery A. Lazarus
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Concurred By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

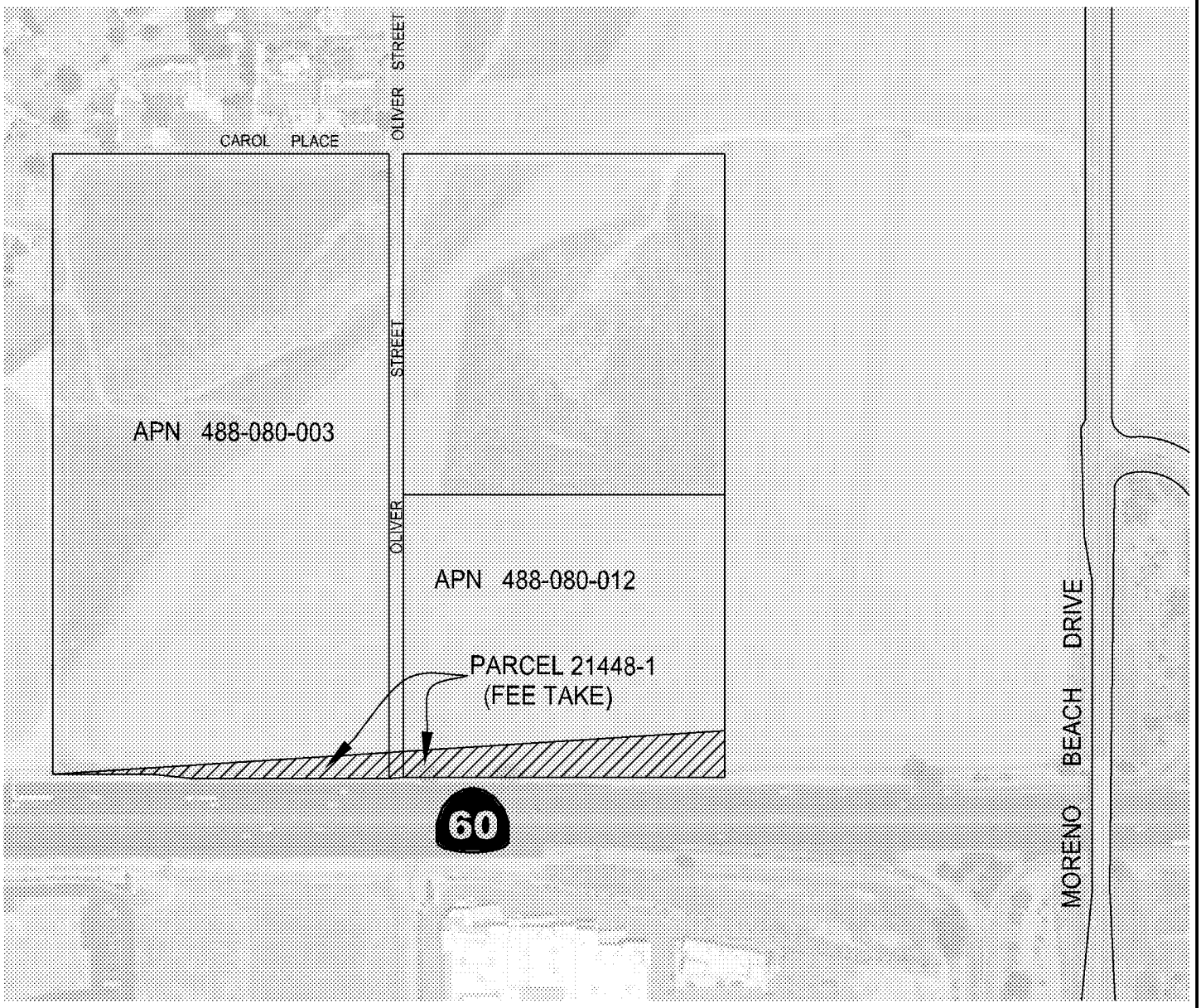

NORTH

NOT TO SCALE

LOCATION MAP

Public WorksDepartment
Capital Projects Division

Scale: None

ATTACHMENT 1

STATE ROUTE 60 & MORENO BEACH DRIVE
INTERCHANGE IMPROVEMENTS
PROJECT NUMBER 801 0038 70 77 4821

Date: 04 Apr 13 - 11:36 am
File: W:\CapProj\CapProj\PROJECTS\Marge - 07-41570024 Rte 60 Nason-Moreno Beach Bridge Intrchng\Location Map\Location Map.dwg
User: deepaks

AGREEMENT
FOR CONVEYANCE OF PROPERTY

THIS AGREEMENT is entered into by and between, LCTH Investment, LP, a California Limited Partnership ("Grantor"), and the CITY OF MORENO VALLEY, a municipal corporation ("Grantee").

RECITALS

A. Grantor owns certain real property located on the north side of State Route 60 Freeway, east and west of unimproved Oliver Street, within the corporate limits of the City of Moreno Valley, California bearing Assessor Parcel No. 488-080-003, & 488-080-012 (the "Larger Parcel").

B. Grantee is proceeding with a capital improvement known as the State Route 60/Moreno Beach Drive Interchange Improvement Project. The purpose of the project is to alleviate congestion, enhance freeway access, and replace the existing bridge over State Route 60, ("Project"). Grantee desires to purchase a fee interest, of 35,094 square feet, in a portion of the Larger Parcel, and Grantor desires to sell and convey a fee interest, in a portion of the Larger Parcel, described in Exhibit "A", and depicted in exhibit "B" (the "Property") attached hereto.

C. The parties desire by this Agreement to provide the terms and conditions for the purchase and sale of the Property.

AGREEMENT

The parties therefore agree as follows:

1. PURCHASE

Grantee agrees to buy and Grantor agrees to sell and convey the Property for the purchase price and upon the terms and conditions hereinafter set forth. The Purchase Price, defined below, is acknowledged by both parties to be fair market value for the Property.

2. ESCROW

Upon execution of this Agreement by all parties, Grantee shall open an escrow (the "Escrow") with Lawyers Title Company (the "Escrow Holder") for the purpose of consummating the purchase and sale of the Property. The parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may be required to consummate this transaction. Any such instructions shall not conflict with, amend, or supersede any provision of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties agree in writing otherwise. The Escrow Instructions shall include the following terms and conditions of sale:

2.1 PURCHASE PRICE

The total purchase price for the Property shall be the lump sum of Two Hundred Twelve Thousand Three Hundred Seventeen Dollars **($212,317.00)** which shall be paid by Grantee to Grantor through Escrow Holder at Close of Escrow.

2.2 CLOSE OF ESCROW

Escrow shall close on or before forty-five (45) days following the execution of this Agreement (the "Close of Escrow"). If the Escrow is not in a condition to close by the Close of Escrow, any party who is not then in default may, in writing, demand the return of its/his/her money and/or documents. Thereupon, subject to the provisions in paragraph 3, all obligations and liabilities of the parties under this Agreement shall cease and terminate. If no such demand is made, Escrow shall be closed as soon as possible.

2.3 CONDITION OF TITLE TO THE PROPERTY

Grantor shall convey title to the Property to Grantee as evidenced by a CLTA Standard Form Policy or Binder of Title Insurance ("Title Policy") issued by a title insurance company to be selected by Grantee in an amount equal to the purchase price. As a condition of Grantee's obligation to close, the Title Policy shall show as exceptions with respect to the Property only matters approved in writing by Grantee. Any exceptions to title representing monetary liens or encumbrances caused by, through or under Grantor, are hereby disapproved by Grantee, and Escrow Holder is hereby authorized and instructed to cause the reconveyance, partial reconveyance, or subordination, as the case may be, of any such monetary exceptions to Grantee's title to the Property at or prior to the Close of Escrow.

2.4 ESCROW AND CLOSING COSTS

Grantee shall pay the cost of the Title Policy, all Escrow fees (including reconveyance fees, trustee's fees or forwarding fees for any partial reconveyance or subordination of a deed of trust or mortgage), and all recording costs incurred herein. All parties acknowledge that Grantee is exempt from payment of documentary transfer taxes.

2.5 INVESTIGATIONS

Prior to the Close of Escrow, Grantee may, at its option, conduct, at Grantee's expense, any and all investigations, inspections, surveys, and tests of the Property including, without limitation, soils, groundwater, wells, percolation, geology, environmental (but no invasive Phase II testing), drainage, engineering and utilities investigations, inspections, surveys, and tests, which determines, in its sole discretion, are required to determine the suitability of the Property for Grantee's intended use thereof. If Grantee determines that the Property is not suitable for its intended use, Grantee may disapprove this item and terminate this Agreement as provided at Section 2.2 above. Grantor hereby grants to Grantee, and Grantee's employees, representatives, agents and independent contractors, a license to enter the Property for purposes of conducting such investigations, inspections, surveys, and tests. Grantee shall repair any damage to the Property resulting from such investigations, inspections, surveys, and tests conducted by Grantee or Grantee's employees, representatives, agents or independent contractors. Grantee's approval of any of such investigations, inspections, surveys, or tests shall not alter or diminish Grantor's representations or warranties under this Agreement, and Grantor acknowledges and agrees that Grantee is relying upon Grantor's representations and warranties made herein, unless such representation or warranty is specifically waived in whole or in part by Grantor.

2.6 DEPOSIT OF FUNDS AND DOCUMENTS

(a) Prior to Close of Escrow, Grantee shall deposit into Escrow (i) all Escrow and Closing Costs as described above; (ii) the purchase price to be paid to Grantor through Escrow; and (iii) such other documentation as is necessary to close Escrow in conformance herewith.

(b) Prior to the Close of Escrow, Grantor shall deposit into Escrow (i) the properly executed Grant Deed conveying the Property, and (ii) such other documents and sums, if any, as are reasonably necessary to close Escrow in conformance herewith.

2.7 GRANTEE'S CONDITIONS PRECEDENT TO CLOSE OF ESCROW

The Close of Escrow is subject to the following conditions:

(a) All representations and warranties of Grantor set forth in this Agreement shall be true and correct as of the Close of Escrow; and

(b) Grantor shall timely perform all obligations required by the terms of this Agreement to be performed by them.

2.8 GRANTOR'S CONDITIONS PRECEDENT TO CLOSE OF ESCROW

For the benefit of Grantor, the Close of Escrow shall be conditioned upon the timely performance by Grantee of all obligations required of Grantee by the terms of this Agreement.

3. POSSESSION

Grantee requires the immediate use and possession of the Property for purposes of the Project. One of the purposes of this Agreement is to allow Grantee to acquire rights in the Property and proceed with construction of improvements on the Property in connection with the Project, without delay. With respect to the use and possession of the Property, Grantee and Seller therefore agree as follows:

(a) Seller hereby grants to Grantee, its contractors, agents and all others acting on behalf of Grantee, the irrevocable and immediate right to possession and use of the Property. Right of possession will be effective immediately upon Opening of Escrow.

(b) As consideration for this irrevocable and immediate grant of possession and use, concurrent with the Opening of Escrow, Grantee will deposit in Escrow the full amount of the Purchase Price. Grantee's right to possession of the Property shall be conditioned upon and shall commence as of the date upon which such sum is received by Escrow Holder.

(c) Upon taking possession, Grantee shall be solely responsible for the Property and shall defend, indemnify and hold Seller harmless from and against any and all claims arising out of or related to Grantee's possession and use of the Property. If Grantee does not complete the purchase of the Property and this Agreement is terminated as a result of the failure of a condition for Grantee's benefit, Grantee shall, at its sole cost and expense, fully restore the Property to the condition in which it existed immediately prior to Grantee taking possession.

4. REPRESENTATIONS AND WARRANTIES OF GRANTOR

Grantor makes the following representations and warranties, each of which shall survive the Close of Escrow:

(a) Grantor holds title to an indefeasible estate in fee simple in the Property. Grantor is the sole owner of the Property and has good, absolute and marketable title to the Property and has full power and authority to own and sell and convey the Property over, under and/or through the Property to Grantee and to enter into and perform his/her/its obligations pursuant to this Agreement;

(b) The execution and delivery of this Agreement by Grantor, Grantor's performance hereunder, and the consummation of this transaction will not constitute a violation of any order or decree or result in the breach of any contract or agreement to which Grantor is at present a party, or by which Grantor is bound;

(c) Grantor will not enter into any agreements or undertake any new obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Property without the prior written consent of Grantee; and

(d) To Grantor's knowledge, no litigation and no governmental, administrative or regulatory act or proceeding regarding the environmental, health and safety aspects of the Property is pending, proposed or threatened;

(e) Grantor has and shall have paid before Close of Escrow any and all current and past due taxes, assessments, penalties and interest levied and assessed against the Property. If not paid prior to Close of Escrow, Grantor hereby authorizes Escrow Holder to disburse to the taxing authority from funds otherwise due to Grantor an amount sufficient to discharge said taxes, assessments, penalties and interest.

5. ACKNOWLEDGMENT OF FULL BENEFITS AND RELEASE

(a) By execution of this Agreement, Grantor, on behalf of their respective heirs, executors, administrators, successors and assigns, hereby acknowledge that this Agreement provides full payment for the acquisition of the Property by Grantee, and Grantor hereby expressly and unconditionally waives any and all claims for damages, relocation assistance benefits, severance damages, interest, loss of goodwill, claims for inverse condemnation or unreasonable precondemnation conduct, or any other compensation or benefits, other than as already expressly provided for in this Agreement, it being understood that this is a complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever relating to or in connection with the acquisition of the Property.

(b) This Agreement arose out of Grantee's efforts to acquire the Property through its municipal authority. The parties agree that this Agreement is a settlement of claims in order to avoid litigation and shall not in any manner be construed as an admission of the fair market value of the Property or of the Property or of liability by any party to this Agreement. Grantor, on behalf of herself and her respective heirs, executors, administrators, successors and assigns, hereby fully release Grantee, its successors, agents, representatives, and assigns, and all other persons and associations, known or unknown, from all claims and causes of action by reason of any damage which has been sustained, or may be sustained, as a result of Grantee's

efforts to acquire the Property or to construct works of improvement thereon, or any preliminary steps thereto, except as set forth in Section 5 above. Grantor further releases and agrees to hold Grantee harmless from any and all claims by reason of any leasehold interest in the Property.

(c) Grantor hereby acknowledges that he has been advised by his attorney and is familiar with the provisions of California Civil Code section 1542, which provides as follows:

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

Grantor acknowledges that he may have sustained damage, loss, costs or expenses which are presently unknown and unsuspected, and such damage, loss, costs or expenses which may have been sustained, may give rise to additional damage, loss, costs or expenses in the future. Nevertheless, Grantor hereby acknowledges that this Agreement has been negotiated and agreed upon in light of that situation, and hereby expressly waive any and all rights which they may have under California Civil Code section 1542, or under any statute or common law or equitable principal of similar effect, except as set forth in Section 5 above.

This acknowledgment and release shall survive the Close of Escrow.

6. REMEDIES

If Grantor defaults under this Agreement, then Grantee may, at Grantee's option, terminate the Escrow or initiate an action for specific performance of this Agreement, or pursue any other rights or remedies that Grantee may have at law or in equity. If Grantee defaults under this Agreement, then Grantor may, at Grantor's option, terminate the Escrow or pursue any rights or remedies that Grantor may have at law or in equity.

7. MISCELLANEOUS

(a) Notice. Any notice to be given or other document or documents to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

Grantor:	LCTH Investment, LP 1000 Dove St. Suite, 100 Newport Beach, CA 92660 Attn: Nelson Chung
Grantee:	City of Moreno Valley 14177 Frederick Street P. O. Box 88005 Moreno Valley, CA 92552-0805 Attn: Margery Lazarus, Senior Engineer

Any party hereto may, from time to time, by written notice to the other parties, designate a different address, which shall be substituted for the one specified above. Any notice or other documents sent by registered or certified mail as aforesaid shall be deemed to have been

effectively served or delivered at the expiration of twenty-four (24) hours following the deposit of said notice or other documents in the United States mail.

(b) Time of Essence. Time is of the essence with respect to each and every provision hereof.

(c) Assignment. Neither this Agreement, nor any interest herein, shall be assignable by any party without prior written consent of the other party.

(d) Governing Law. All questions with respect to this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of California.

(e) Inurement. This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the parties hereto.

(f) Attorneys Fees. If any legal action, arbitration or other proceeding is brought for the interpretation or enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with the Agreement, the successful or prevailing party shall be entitled to recover actual attorneys fees (including fees for in-house counsel, paraprofessionals and similar personnel and disbursements) and other costs it incurs in that action or proceeding, in addition to any other relief to which it may be entitled. The parties agree that actual attorneys' fees shall be based on attorney's fees actually incurred (based on the attorneys' customary hourly billing rates including, but not limited to, equivalent rates for in-house counsel) rather than the court or arbitrator making an independent inquiry concerning reasonableness. The venue of any such action, arbitration, lawsuit or other proceeding or litigation may, at the option of the Grantee, be laid in Riverside County, California, and the parties waive any right to change of venue.

(g) Entire Agreement. This Agreement contains the entire Agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

(h) Additional Documents. The parties hereto agree to execute any and all additional documents and instruments necessary to carry out the terms of this Agreement.

(i) Confidentiality. Grantor will keep confidential the terms of this Agreement and refrain from disclosing or causing same to be disclosed to any person or entity not specifically released herein. In no event, however, shall Grantor be required to refrain from disclosing the terms of this Agreement where: (i) she is legally required to do so, whether by statute, court order, process or otherwise; or (ii) disclosure is required or necessary to enforce any right, duty, obligation or release arising under the terms of this Agreement; or (iii) disclosure is required or necessary in order for Grantor, or any of her agents or employees, to maintain or compile her personal or business books or records; or (iv) disclosure is necessary or required in order for Grantor, or any of her agents or employees, to prepare and file income tax returns or any other forms required by any governmental, administrative or regulatory entities, boards or authorities.

(j) No Admissions. This Agreement is a compromise and settlement of outstanding claims between the parties relating to Grantee's acquisition of the Property and shall

never be treated as an admission by either party to the Agreement for any purpose in any judicial, arbitration or administrative proceeding between the parties. This paragraph shall not apply to any claim that one may have against the other for breach of any provision or covenant of this Agreement.

(k) No Merger. All representations, warranties, acknowledgments, releases, covenants and obligations contained in this Agreement shall survive delivery and recordation of the Grant Deed for the Property

(l) Ratification. This Agreement is subject to approval and ratification by the City Council of the City of Moreno Valley.

(m) Broker. Grantor and Grantee each represent and warrant to the other that no broker, agent or finder has been engaged by it in connection with the transaction contemplated by this Agreement and that all negotiations relative to these instructions and this transaction have been carried out by such party directly with the other party without the intervention of any person in such a manner as to give rise to any valid claim against either of the parties for a broker's commission, finder's fee or other like payment. Each of the parties shall indemnify and defend the other party and hold it harmless from any and all loss, damage, liability or expense, including costs and reasonable attorneys' fees, which the other party may incur or sustain by reason of or in connection with any misrepresentation or breach of warranty by the indemnifying party with respect to the foregoing.

(n) Counterparts. This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

(o) Legal Advice and Review. The parties hereby acknowledge that they have entered into this Agreement upon their own volition and have not relied upon the other party for any interpretation or legal advice relating hereto. The parties acknowledge that they have had an opportunity to have this Agreement reviewed by legal counsel of their choice. Therefore, the parties acknowledge their intent that this Agreement be construed as having been jointly created and that neither party shall be determined to be the drafter hereof.

(Signatures on following page)

EXECUTED on the date or dates set forth below. This Agreement shall be effective as of the date signed by all parties.

DATED:_____

Grantor:

LCTH Investment, LP, a California Limited Partnership

_____

DATED:_____

Grantee:

CITY OF MORENO VALLEY

_____
City Manager

APPROVED AS TO FORM:

_____
City Attorney

Exhibit "A"
Fee Interest

In the City of Moreno Valley, County of Riverside, State of California, being a portion of Lot 8 in Block 27 of Otis Subdivision, Filed in Book 12, Page 12 of Maps in the Office of the County Recorder of San Bernardino County, together with that portion of Oliver Street within said Block 27 lying easterly and adjacent to said Lot 8, and a portion of Lot 5 in Block 28 of Map No. 1, Bear Valley and Alessandro Development Company, Filed in Book 11, Page 10 of Maps in the Office of the County Recorder of San Bernardino County, together with the east half of Oliver Street within said Block 28, more particularly described as follows:

BEGINNING at the southeast corner of Parcel "A" as described in Grant Deed to the Riverside County Flood Control and Water Conservation District recorded September 15, 2006 as Document No. 2006-0664626, Official Records of Riverside County, also being a point on the west line of said Lot 8, also being the beginning of Course "A"; thence North 89°06'41" East, along said Course "A", a distance of 1052.31 feet to the beginning of Course "B"; thence North 80°48'57" East, along said Course "B", a distance of 272.42 feet to a point on the east line of said Lot 5, said point being distant South 00°26'18" West, along said east line, a distance of 1067.76 feet from the northwest corner of Lot 3 in said Block 28; thence South 00°26'18" West, along said east line, a distance of 73.42 feet to the north line of that certain parcel of land described in Grant Deed to the State of California recorded December 27, 1962 as Instrument No. 119152, Official Records of said County; thence along said north line the following six courses:

South 88°39'33" West, a distance of 186.49 feet,
North 89°32'23" West, a distance of 443.76 feet to the east right-of-way line of Oliver Street,
North 89°32'44" West, a distance of 60.00 feet to the west line of Oliver Street,
North 89°33'04" West, a distance of 366.45 feet,
North 84°24'27" West, a distance of 100.38 feet,
North 89°33'04" West, a distance of 164.05 feet to the **POINT OF BEGINNING**.

Containing 35,094 square feet of land, more or less.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights, including access rights, appurtenant to grantor's remaining property, in and to said freeway, over and across said Courses "A" and "B".

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik
Janeen Nedlik, L.S. 7563

Date April 3, 2013

LICENSED LAND SURVEYOR JANEEN NEDLIK No. 7563 STATE OF CALIFORNIA

08-RIV-60-PM 18.95-21448(21448-1)

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Exhibit "B"
ROW Map

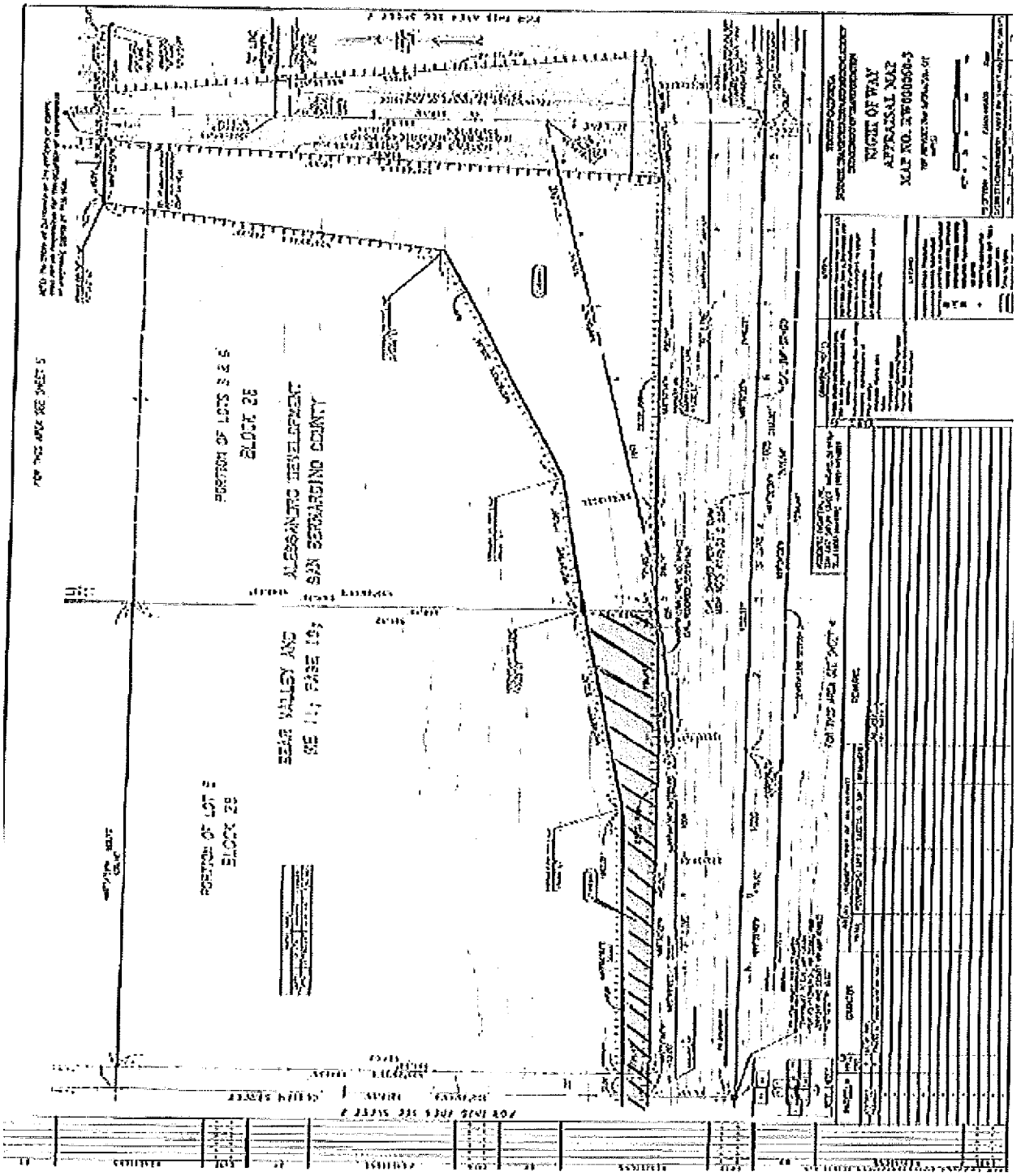

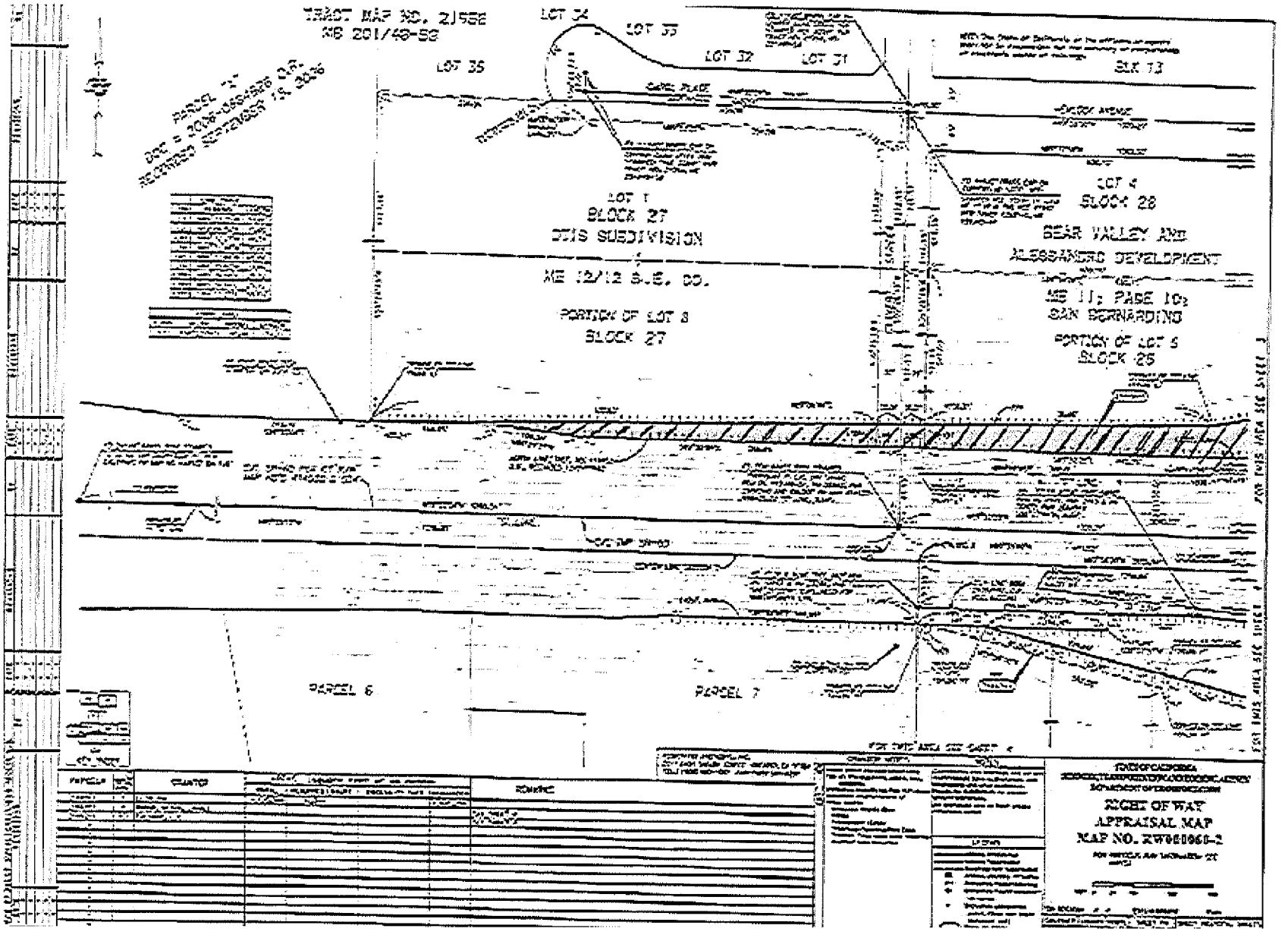
TRACT MAP NO. 21582
MB 201/49-52
LOT 34
LOT 33
LOT 32
LOT 31
LOT 35
BLK 13
LOT 1
BLOCK 27
DTIS SUBDIVISION
MB 12/12 S.B. CO.
PORTION OF LOT 8
BLOCK 27
LOT 4
BLOCK 28
BEAR VALLEY AND
ALESSANDRO DEVELOPMENT
MB 11, PAGE 10,
SAN BERNARDINO
PORTION OF LOT 5
BLOCK 25
PARCEL 6
PARCEL 7
RIGHT OF WAY
APPRAISAL MAP
MAP NO. RW0010001-2

MV00195169

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: April 23, 2013

TITLE: RATIFICATION OF GRANT PROPOSAL SUBMITTAL FOR THE SURFACE TRANSPORTATION PROGRAM (STP)

RECOMMENDED ACTION

Recommendations:

1. Ratify the submittal of a grant proposal to the Riverside County Transportation Commission (RCTC) for the Surface Transportation Program (STP).

BACKGROUND

The Riverside County Transportation Commission (RCTC) has identified that the current federal transportation act, Moving Ahead for Progress in the 21st Century (MAP-21) as part of the STP, will set aside $13.8 million of federal funding for rehabilitation projects in Fiscal Years 2013/2014, 2014/2015, and 2015/2016. The total allocation amount for the City of Moreno Valley was approximately $1,084,000.

On March 26, 2013 the City Council authorized the submittal of the grant proposal to the RCTC and adopted Resolution No. 2013-19 committing to provide local matching funds at a minimum of 11.47% of the total project cost as required by the STP. In addition, the STP requires that streets to be selected to receive federal funding shall be classified either arterial or collector streets in the National Highway System (NHS). The grant proposal included two segments of Dracaea Avenue, two segments of Bay Avenue, and one segment of Elsworth Street. The Dracaea Avenue and Bay Avenue segments are considered collector streets in accordance with the Moreno Valley City standard plans.

DISCUSSION

On April 3, 2013, RCTC informed the City that the City's grant proposal streets of Dracaea Avenue and Bay Avenue do not meet the requirements as collector streets at the federal level and are not currently listed in the NHS and, therefore, are ineligible to receive STP funding. In order to retain the City's eligibility to receive the federal grant monies, staff immediately revised and resubmitted the grant proposal to substitute Dracaea Avenue and Bay Avenue with Frederick Street from Sunnymead Boulevard to Alessandro Boulevard. Frederick Street is classified as an arterial street in the NHS and meets the requirements of the STP, which essentially involves resurfacing, restoration, rehabilitation, and preventative maintenance.

Frederick Street from Sunnymead Boulevard to Alessandro Boulevard, is listed in the Citywide Annual Pavement Resurfacing Program in the City Council approved Fiscal Year 2012/2013 Capital Improvement Plan (CIP) budget as funds become available. Streets are prioritized and selected for pavement rehabilitation based on the Pavement Condition Index (PCI) rating and vehicle usage traffic counts. Therefore, the City Council is requested to ratify the grant proposal submittal with Frederick Street from Sunnymead Boulevard to Alessandro Boulevard being nominated for rehabilitation.

The current cost estimate for rehabilitating Frederick Street is at $1,240,000. With an amount of $1,084,000 available from STP funds, the City will need to provide matching funds of approximately $156,000 to meet the minimum of 11.47% of the total project cost as required by STP. The project will include Elsworth Street from Cactus Avenue to Business Center Drive, at an estimated cost of $250,000, as an additive alternate bid street in the event that favorable bids are received by the City.

ALTERNATIVES

1. Approve and authorize the recommended action as presented in this staff report. *This alternative will provide for the ratification of the grant proposal allowing the City to receive funding from RCTC under STP for the construction of needed street pavement rehabilitation.*

2. Do not approve and authorize the recommended action as presented in this staff report. *This alternative will delay the ratification of the grant proposal and prevent the City from obtaining funding from RCTC under STP and delay the construction of needed street pavement rehabilitation.*

FISCAL IMPACT

Per the STP requirements, the federal reimbursement ratio for the project cost will be 88.53%, with the City's match of 11.47% at the minimum. For this project, approximately $1,084,000 of STP funds will be available for the City of Moreno Valley. The City's matching funds will be approximately $156,000 and will be from Measure "A"

funds in the Citywide Annual Pavement Resurfacing Program budget. RCTC requires local agencies to fund the project development work with local funds and identify federal STP funds for the construction phase. The City is currently working to complete the design with the remaining funds in the Citywide Annual Pavement Resurfacing Program budget. There is no impact to the General Fund.

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS:
Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

SUMMARY

Riverside County Transportation Commission (RCTC) is accepting Surface Transportation Program (STP) grant proposals for street reconstruction and rehabilitation. Staff recommends that the City Council ratifies the submitted grant proposal for the STP to obtain funding for pavement rehabilitation for the selected streets.

ATTACHMENT

Attachment 1: Location Map

Prepared By:
Quang Nguyen, P.E.
Senior Engineer

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

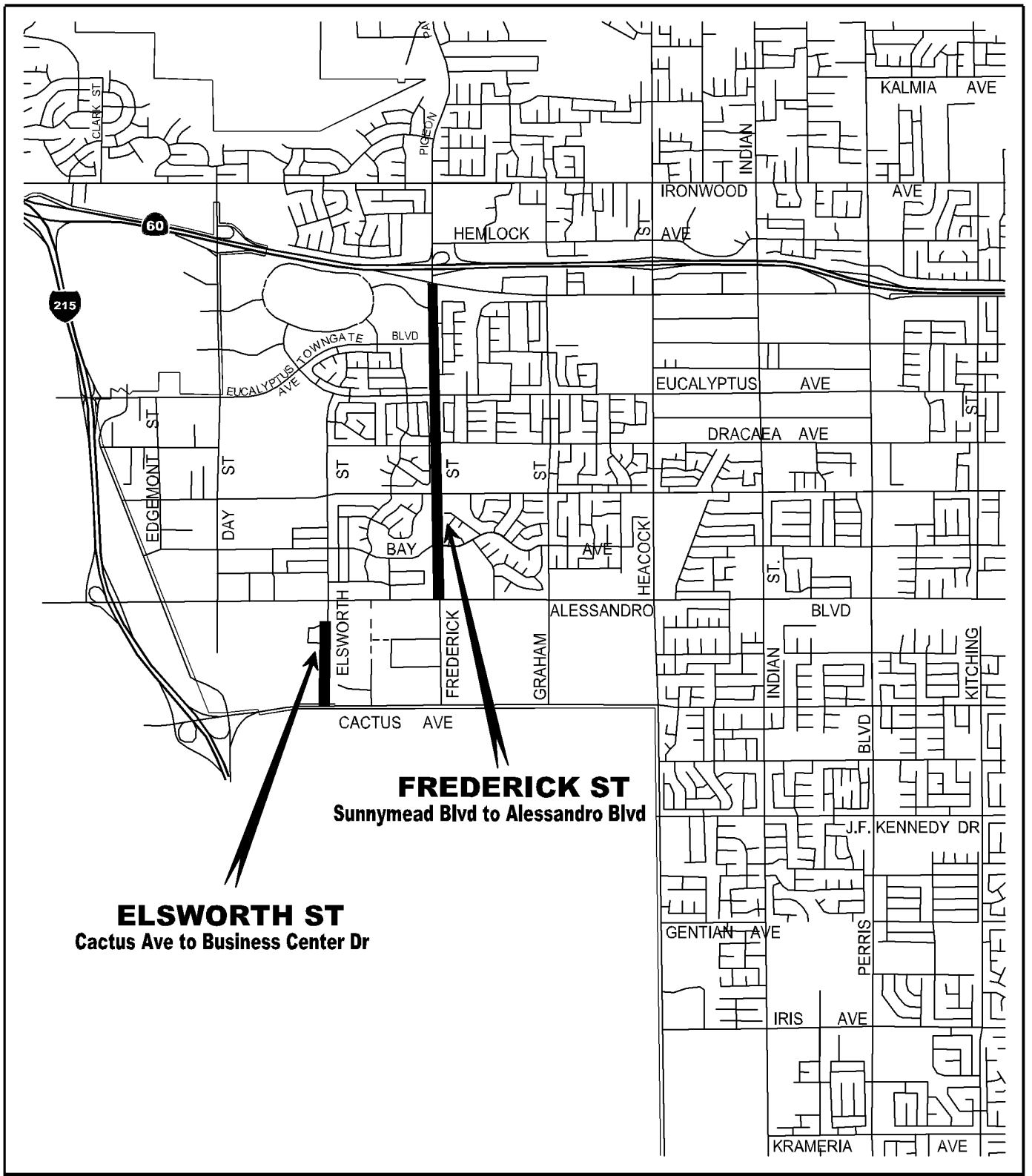

CITY OF MORENO VALLEY
DECEMBER 3, 1984

LOCATION MAP

Public Works Department
Capital Projects Division

Attachment 1

PROPOSED STREETS
FOR PAVEMENT REHABILITATION
STP GRANT PROPOSAL

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: April 23, 2013

TITLE: 3-YEAR ECONOMIC DEVELOPMENT ACTION PLAN

RECOMMENDED ACTION

Recommendation:

1. Approve the 3-Year Economic Development Action Plan.

ADVISORY BOARD/COMMISSION RECOMMENDATION

The City's Economic Development Subcommittee recommends approval of the 3-Year Economic Development Action Plan as drafted.

BACKGROUND

In April 2011, the City adopted a 2-Year Economic Development Action Plan to act as a short term (2 year) strategic plan to help guide the City's economic development efforts in five geographic areas including: 1) Towngate, 2) Centerpointe Business Park, 3) South Moreno Valley Industrial Area, 4) Rancho Belago - East Moreno Valley and 5) City Center. Additionally, the Economic Development Action Plan helped focus Capital Improvement Plan Funding on projects that can help advance Economic Development efforts. During the 2-Year period of the Economic Development Action Plan much has been accomplished in the five geographic areas including the significant project advancement and job creation.

DISCUSSION

The new proposed 3-Year ED Action Plan has been formulated to build upon the 2-Year ED Action Plan, but continues to push many more economic development efforts including even more job creation. The proposed 3-Year ED Action Plan presents the following:

- A new 3-Year ED Action Plan would expand the focus of to nine geographic areas including 1) Edgemont, 2) TownGate, 3) Festival, 4) Sunnymead Blvd., 5) Centerpointe Business Park, 6) South Moreno Valley Industrial Area, 7) City Center & Medical/ Healthcare Corridor, 8) World Logistics Center at Rancho Belago and 9) SR 60 East Corridor.

- The ED Action Plan also includes fourteen objectives aimed at increasing overall economic development efforts with 1) Business Attraction, 2) Business retention and 3) Business Expansion.

ATTACHMENTS

Attachment 1 _ 2013_ 3-Year Economic Development Action Plan

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

ECONOMIC DEVELOPMENT ACTION PLAN 2013-2016

An updated Economic Development Action Plan has been formulated to capitalize on near-term opportunities in eight geographic areas during a 3-year time frame. The focus of the updated Economic Development Action Plan includes the following goals and objectives in the nine recommended geographic areas:

Edgemont

Pursue the revitalization of the Edgemont area through the adoption of a multi-faceted redevelopment strategy.

- Work towards the upgrading the water system to ensure sufficient water pressure to allow for new development projects in this area.
- Use Neighborhood Stabilization program funding to acquire and land bank foreclosed properties-both single-family and multi-family residential.
- Conduct quarterly Neighborhood Clean-up programs.
- Retain a planning consultant to evaluate land uses to establish the highest and best land use designations for redevelopment efforts.
- Pursue a master developer to assist with the planning for redevelopment in the Edgemont area.

TownGate

Collaborate with the Fritz Duda Company and CW Capital towards stabilizing, upgrading and expanding retail and restaurant development opportunities in the TownGate area including the Moreno Valley Mall and the five shopping centers surrounding the regional mall including TownGate Center, TownGate Plaza, TownGate Crossing, TownGate Promenade and TownGate Square

- Continue to work with CW Capital-the owner of the Moreno Valley Mall in upgrading and attracting new users to the regional mall.
- Facilitate the planning and marketing for a 30,000 S.F. expansion project at the Moreno Valley Mall to include a new restaurant, retail and plaza area next to Harkins Theatres.
- Work with the Fritz Duda Company in the re-occupancy of vacant retail spaces and the overall stabilization of TownGate Center including new uses such as ULTA Beauty, BevMo and Planet Fitness.
- Assist in the processing of development plans for new projects in TownGate shopping centers including 24 Hour Fitness Sport, Miguel's Jr. Mexican Restaurant and Richie's Real American Diner.
- Cooperate with the Fritz Duda Company in pursuing the continued development of a 'Restaurant Row' area in TownGate Promenade.

Festival

Cooperate with the Kodash Company and Miller Family Trust-the ownership of the Festival Center, to explore ways to redevelop or enhance the viability of the Festival Center including rehabilitation efforts and incorporating new appropriate land uses.

- Help facilitate attracting new users and the upgrade of the Festival Center.
- Explore developing a new residential component at the Festival Center.
- Explore possibilities with Moreno Valley Unified School District of developing new education facilities at Festival.
- Pursue an overlay study to consider other uses at Festival including possibly cultural & performing arts facilities, along with developing sports or recreation facilities for use by the community to create a mixed-use development concept.

Sunnymead Boulevard

Work towards the further redevelopment of Sunnymead Boulevard, between Frederick Street to Perris Boulevard.

- Conduct a code compliance effort aimed at enhancing the image of Sunnymead Boulevard.
- Pursue new users and development projects for Sunnymead Boulevard.
- Market mixed-use development opportunities for Sunnymead Boulevard that combine new residential projects with retail and office uses.

Centerpointe Business Park

Work with Ridge Property Trust and USAA Real Estate to expand development and business opportunities aimed at completing the Centerpointe Business Park.

- Assist Ridge Property Trust and Harbor Freight Tools (HFT) in the 507,720 S.F. expansion of HFT's Distribution Center at the NW corner of Cactus and Graham.
- Facilitate efforts for a user to occupy USAA's new 522,774 S.F. Centerpointe Logistics Center at the NW corner of Cactus and Frederick.
- Help advance the development of Ridge Property Trust's approved 607,960 S.F. industrial building at the NW corner of Brodiaea and Graham.
- Facilitate expansion plans for the Serta Mattress facility.
- Work with the owner of the Plaza Del Sol Center in stabilizing the center to provide needed shopping and restaurant opportunities in the Centerpointe Business Park area.

South Moreno Valley Industrial Area

Work with seven developers (Alere Property Group, First Industrial Realty Trust, IDS Real Estate Group, Panattoni Development Co., Sares-REGIS Group, Trammell Crow Company & Western RealCo) on new business attraction and development projects in the South Moreno Valley Industrial Area.

- Work with IDS Real Estate Group in securing a business user for the new 769,320 S.F. Nandina Distribution Center.
- Facilitate the completion of Trammell Crow Company's 1,250,000 S.F. I-215 Logistics Center project, including securing a user.

- Cooperate with First Industrial Realty Trust and Panattoni Development Co. in pursuing the speculative development of two industrial buildings with a total of nearly 2 million S.F.
- Assist Sares-REGIS Group and Western RealCo in build-to-suit opportunities for two approved industrial building projects with a total of more than 3.6 million S.F.
- Work with Alere Property Group, First Industrial Realty Trust and Trammell Crow Co. in the planning and entitlements for several new industrial projects with a proposed 4 million S.F.

City Center Medical/Healthcare Corridor

Cooperate with Riverside County Regional Medical Center (RCRMC), Kaiser Permanente, Moreno Valley College and Highland Fairview to help facilitate the further expansion of the City of Moreno Valley's Medical/Healthcare Corridor on Nason Street & Iris Avenue.

- Assist Riverside County with the implementation of the Master Plan for expanding the Riverside County Regional Medical Center including a new Trauma & Urgent Care, relocated & upgraded Operations Support building and facilities for the new UCR School of Medicine.
- Facilitate plans by Kaiser Permanente to expand the Moreno Valley Community Hospital with an expansion and upgrade of the Emergency Room facilities and development of a planned second tower.
- Cooperate with Moreno Valley College and Riverside Community College District in the development of a proposed 30,000 S.F. allied health sciences facility in the medical-healthcare corridor.
- Support the planning and marketing efforts of Highland Fairview to pursue the creation of a master planned 200-acre healthcare campus to be situated within the medical corridor and between the two existing hospitals-RCRMC and Kaiser's Community Hospital.
- Continue the planning and funding of capital improvement projects that will widen and construct the ultimate improvements on Nason Street from SR 60 to Iris Avenue to provide critical access to the two hospitals and the medical/healthcare corridor.
- The continued development of Medical/Healthcare corridor on Nason Street and Iris Avenue shall be the City's top priority for new medical and healthcare development.
- Undertake a study to determine highest and best land uses for the City-owned 60-acre property at the NW corner of Nason and Alessandro.

World Logistics Center at Rancho Belago

Collaborate with Highland Fairview in the development of the World Logistics Center—a 41.6 million S.F. master planned corporate park proposed to be developed on 2,700 acres in the Rancho Belago area of eastern Moreno Valley.

- Process an Environmental Impact Report and preliminary development plans for the World Logistics Center in eastern Moreno Valley—south of SR 60 and east of Redlands Boulevard to Gilman Springs Road.
- Assist in the drafting of a Specific Plan that will guide the orderly development for of World Logistics Center.
- Cooperate with Highland Fairview in the formulation of a Development Agreement to create a public-private partnership to help facilitate the development of new public infrastructure in eastern

Moreno Valley associated with the World Logistics Center including roads, trails, utilities, storm water protection and fire protection facilities.

- Work with Highland Fairview in branding the World Logistics Center as one of the largest e-commerce focused development projects in the U.S.

SR 60 East Corridor

Pursue new development opportunities along the SR 60 East corridor—from Nason Street to the easterly City limits.

- Prepare an Overlay Study to determine the 'highest and best' land uses along the SR 60 East Corridor.
- Assist property owners and developers in marketing development opportunities along the SR 60 East Corridor.
- Work on opportunities to expand the Moreno Valley Auto Mall.
- Facilitate the stabilization and further development of Stoneridge Towne Centre and Moreno Beach Plaza.

In addition to activities in the eight geographic areas, a series of objectives are being recommended to assist with overall economic development efforts to assist with Business Attraction, Business Retention and Business Expansion including the following:

- Continue to coordinate the Capital Program (CIP) with economic development efforts
- Expand the Development Ombudsman Program to provide a comprehensive range of business support services for developers and businesses
- Restart the Business Visitation Program, including the participation of the Mayor in 1 on 1 visits annually with the Top 50 with the major employers in the community
- Implement new software that will enable business owners, developers, contractors and residents to electronically submit and manage their plans with the City of Moreno Valley
- Utilize the Chambers of Commerce to expand participation in the Small Business Counseling Services provided by the Small Business Development Center (SBDC)
- Work with the Community Investment Corporation in a the development of a business incubator and micro-business loan program
- Pursue the reuse of vacant anchor retail spaces, including the use of the new ED-Retail Anchor Reuse Incentive Program
- Explore revising the scopes of work with the Agreements the Chamber of Commerce to better focus on business retention and expansion activities, including expansion of Shop MoVal, as well as establishing a program to promote more business to business transactions in Moreno Valley
- Utilize the Chambers of Commerce to undertake a survey of the small business community on ways to improve the business climate in Moreno Valley
- Use the Chambers of Commerce to assist with increasing high school graduation rates in the community through the development of mentor programs to link students with business leaders
- Pursue the creation of a Business Support Advisory Council comprised of major employers in Moreno Valley

- Seek ways to promote opportunities for more ties between cultural & performing arts in the community with economic development
- Explore creating an incentive program aimed at attracting development projects with e-commerce or fulfillment center users
- Continue to work with residential developers and the Building Industry Association (BIA) on ways to help facilitate new quality residential development in Moreno Valley

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: April 23, 2013

TITLE: BUDGET APPROPRIATION FOR THE SR-60/THEODORE INTERCHANGE IMPROVEMENTS AS A NEW CAPITAL IMPROVEMENT PLAN PROJECT
PROJECT NO. 801 0052 70 77

RECOMMENDED ACTION

Recommendations:

1. Authorize the following budget appropriation from unencumbered funds in the Development Impact Fee (DIF) Interchange Improvements Revenue Fund Balance to create a new Capital Improvement Project Expenditure Account titled the SR-60/Theodore Interchange Improvement Project:

    a. $138,000 – from (2911-99-95-92911) to (3311-99-99-93311)

2. Amend the Fiscal Year 12/13 Adopted Capital Improvement Plan (CIP) to include the SR-60/Theodore Interchange Improvement Project as a funded Street Improvement, Project Number 801 0052 70 77 and General Ledger Number 3311-70-77-80001.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable

BACKGROUND

On April 26, 2011, the City Council Adopted a 2-Year Economic Development Action Plan that identified the Eastern Moreno Valley as one of the five critical Areas of Opportunity. This 2-Year Economic Development Action plan referenced the need for

CIP revenues to be strategically planned and used for new public improvements that benefit economic development.

At the April 2, 2013 City Council Study Session, a new 3-Year Economic Development Action Plan was presented to City Council that further expanded the previously referenced Eastern Moreno Valley area to include the World Logistics Center at Rancho Belago and the SR-60 East Corridor. This Economic Development Action Plan also further emphasizes the continued coordination of the CIP revenues with economic development efforts.

The Moreno Valley Freeway, State Route 60 (SR-60), is a major east-west transportation route within Riverside County and an integral part of the freeway network for the Southern California metropolitan area. The entire SR-60 route is considered a Priority Global Gateway trade corridor for movement of international trade. It is also a Surface Transportation Assistance Act (STAA) Route for use by oversized trucks. The SR-60/Theodore Street Interchange is a major access point for the existing and proposed development in the Eastern Moreno Valley area.

DISCUSSION

The SR-60/Theodore Street Interchange was built in 1964. The interchange is configured with hook ramps from SR-60 that terminate at Theodore Street. The existing ramp termini are stop controlled. Theodore Street is categorized as a north-south arterial roadway in the City's circulation plan but it currently exists as an undivided two lane rural roadway with no curbs, gutters or sidewalks. Theodore Street overcrossing is a four span bridge structure over SR-60. The posted vertical clearance between the bridge structure and the freeway below is approximately 15.5 feet and the minimum Caltrans standard vertical clearance for freeways is 16.5 feet. This segment of SR-60 is currently a four lane freeway and based on Caltrans 2011 Traffic Data, the annual average daily traffic (AADT) volume to the east and west of the interchange is approximately 56,000 vehicles.

The approximately 50 year old SR-60/Theodore Street Interchange is in need of operational and capacity improvements. The proposed improvements will correct existing geometrical deficiencies, improve access and reduce congestion for existing traffic volumes as well as forecasted increased traffic demands. Without improvements, based on 20 year traffic projections in accordance with the City's General Plan growth build-out, the eastbound SR-60 on & off ramps are expected to operate at LOS (Level of Service) F (heavy congestion and unacceptable delays) in the PM peak hour, while the westbound SR-60 on & off ramps are expected to operate at LOS E and F, respectively in the AM peak hour.

Embarking on an interchange improvement project is a long and arduous process on average taking about seven to ten years from start of preliminary design to completion of construction. The total project cost for such an interchange improvement could range between $50M - $75M and will require a blend of funding sources to make it a reality. The City has always taken a proactive approach in moving forward with infrastructure

projects in a timely manner to meet the demands of traffic growth patterns rather than dealing with the situation after grid lock and congestion exists. Staff is recommending that the City Council amend the Fiscal Year 12/13 Adopted Capital Improvement Plan (CIP) to include the SR-60/Theodore Interchange Improvement Project and appropriate initial seed money of $138,000 so staff can work on this project to get it off the ground. Staff's first action item is to solicit proposals from experienced interchange consultants to proceed with the preliminary engineering and environmental phase of the project, technically called the Project Approval and Environmental Document (PA & ED) Phase by Caltrans. Staff anticipates coming back to City Council sometime in the middle of this year with a Professional Consultant Services agreement and initial funding plan to kick-off the PA & ED phase.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This will allow the project to move forward with the preliminary design phase.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will not allow the preliminary design phase of the project to be initiated which inevitably will delay the timeliness of the needed improvements at the referenced interchange.*

FISCAL IMPACT

The City's Development Impact Fee (DIF) Program includes a category called "Interchange Improvements". The SR-60/Theodore Interchange Improvement Project is a listed qualifying improvement within the City's DIF program. As new development occurs in the City, developers contribute to funding this category of improvements. There is currently about $138,000 in the DIF-Interchange Improvements Revenue Account that is available to fund the efforts as referenced in this staff report. These funds can only be used for interchange related improvement efforts. There is no impact to the General Fund.

The City Council is requested to authorize the following budget appropriation from unencumbered funds in the DIF-Interchange Improvements Revenue Fund Balance as a new Capital Improvement Project Expenditure Account titled the SR-60/Theodore Interchange Improvement Project.

PROPOSED APPROPRIATIONS:

Transfer

Cat.	Fund	Account No.	Type	Proposed Adjustment
Transfer out	DIF-Interchange Fund (2911)	2911-99-95-92911-903311	EXP	$138,000
Transfer in	DIF-Interchange Capital Projects Fund (3311)	3311-99-99-93311-802911	REV	$138,000

Budget Appropriation

Cat.	Fund	Project No (PN) G/L Account (GL)	Type	Original Budget	Proposed Adjustment	Revised Budget
CIP	DIF Interchange Capital Projects Fund (3311)	PN - 801 0052 70 77-3311-99	EXP	$0	$138,000	$138,000
		GL – 3311-70-77-80001-720199		$173,794	$138,000	$311,794

CITY COUNCIL GOALS

The following City Council Goals will be furthered with this action:

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

SUMMARY

Consistent with the City's Economic Development Action Plan and due to the anticipated growth in the Eastern Moreno Valley area, the proposed addition of the SR-60/Theodore Interchange Improvement Project into the Fiscal Year 12/13 Adopted Capital Improvement Plan (CIP) makes strategic sense. The appropriation of funds will allow for the initiation of work efforts to get this important project started in order to facilitate timely development in the Eastern Moreno Valley area.

ATTACHMENTS

Attachment 1 – Location Map

Prepared By:
Prem Kumar
Deputy Public Works Director/ Assistant City Engineer

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Margery Lazarus, P.E.
Senior Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

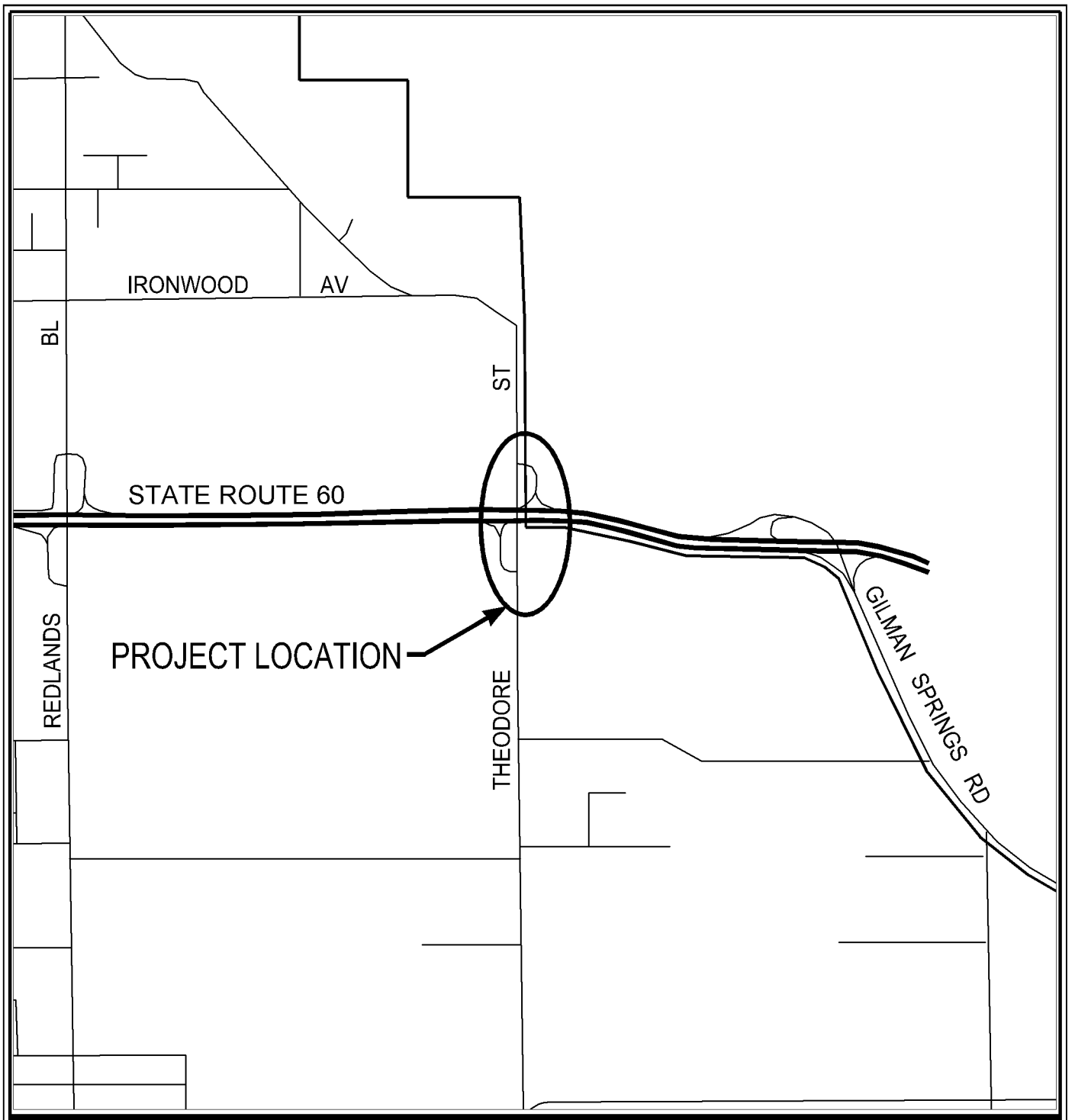

THEODORE STREET

LOCATION MAP
Public Works Department
Capital Projects Division

ATTACHMENT 1

SR 60 & THEODORE STREET
INTERCHANGE IMPROVEMENTS
Project No. 801 0052 70 77

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Thomas M. DeSantis, Administrative Services Director

AGENDA DATE: April 23, 2013

TITLE: APPROVAL OF EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND SUZANNE M. BRYANT FOR THE POSITION OF CITY ATTORNEY

RECOMMENDED ACTION

Recommendation:

1. Approve the Employment Agreement between the City of Moreno Valley and Suzanne M. Bryant for the position of City Attorney.

BACKGROUND

Since December 11, 2012, Suzanne M. Bryant has served as Acting City Attorney. Having found Ms. Bryant's performance in this important role to be exemplary, the Council on April 9, 2013 appointed Ms. Bryant to the position of City Attorney effective upon the retirement of the former City Attorney.

DISCUSSION

The Administrative Services Director worked with outside legal counsel to develop an Employment Agreement through which Ms. Bryant will serve as City Attorney effective July 9, 2013. Pending the effective date of the Agreement, Ms. Bryant will continue to serve as Acting City Attorney and will exercise all duties prescribed for the position of City Attorney for the City of Moreno Valley.

ALTERNATIVES

1. Approve the Employment Agreement

2. Do not approve the Employment Agreement.

FISCAL IMPACT

The proposed salary and benefits are within the range established for the position and sufficient funds have been budgeted.

ATTACHMENTS

Attachment 1 – Employment Agreement between the City of Moreno Valley and Suzanne M. Bryant for the position of City Attorney

Department Head Approval:

Thomas M. DeSantis
Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

EMPLOYMENT AGREEMENT FOR THE POSITION OF CITY ATTORNEY

This Employment Agreement (hereafter referred to herein as "Agreement") is made and entered into this 23rd day of April, 2013, by and between the City of Moreno Valley, California (hereafter referred to herein as "CITY"), a California municipal corporation and general law city, and Suzanne M. Bryant (hereafter referred to herein as "BRYANT"), an individual, on the following terms and conditions:

RECITALS

A. CITY, by and through the City Council, desires to employ the services of BRYANT as City Attorney of CITY; and

B. BRYANT desires to accept employment as City Attorney in consideration of and subject to the terms and conditions set forth in this Agreement.

OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the parties agree as follows:

1. Position, Term and Duties.

1.1 Position. Without any impact upon employee benefit levels based upon her original date of hire with the City of Moreno Valley, BRYANT relinquishes her prior position as Deputy City Attorney and accepts employment with CITY as its City Attorney and shall perform all functions, duties and services set forth in Section 1.4 [Duties] of this Agreement and consistent with Government Code §41801 et seq. BRYANT shall provide services at the direction and under the supervision of the City Council of CITY. It is the intent of the parties that the City Attorney shall keep the City Council fully apprised of all significant legal issues of the CITY. Toward that end, BRYANT shall report directly to the City Council and will periodically, or as may be specifically requested by the City Council, provide status reports to the City Council on her activities and those of CITY.

1.2 Term. The term of this Agreement shall commence on July 9, 2013 (Commencement Date), upon being executed by BRYANT and approved by the City Council. This Agreement shall remain in effect until such time as this Agreement is terminated pursuant to Section 4, below.

1.3 At-Will Employment. BRYANT acknowledges that she is an at-will employee of CITY who shall serve at the pleasure of the City Council at all times during the period of her service under this Agreement. The terms and provisions of CITY's personnel rules, policies, procedures, ordinances and resolutions applicable to At Will employees shall also apply to BRYANT, and she shall be entitled to all benefits and rights afforded to other Executive Management (as defined in the City's Personnel Rules) of CITY, except to the extent provided by this Agreement, and, in the case of any conflict between this Agreement, and the Personnel Rules, policies, procedures, ordinances and resolution, the terms of this Agreement shall prevail. Notwithstanding the application of the City's Personnel Rules to this Agreement, and without limitation, BRYANT shall have no rights under sections 9, 10, 11 and 12 of the Personnel Rules. Nothing in this Agreement is intended to, or does, confer upon BRYANT any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Council to terminate her employment, except as is expressly provided in Section 4

[Termination] of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of BRYANT as provided in Section 4 [Termination]. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of BRYANT to resign at any time from this position with CITY, subject only to the provisions set forth in Section 4 [Termination] of this Agreement. This at-will employment Agreement shall be expressly subject to the rights and obligations of CITY and BRYANT, as set forth in Section 4 [Termination] herein.

1.4 Duties. BRYANT shall serve as the City Attorney and shall be vested with the powers, duties and responsibilities of the City Attorney as set forth in the City's applicable ordinances and resolutions, and in the City of Moreno Valley Municipal Code, as may be amended from time to time, the terms of which are incorporated herein by reference. It is the intent of the City Council for the City Attorney to function as the chief legal counsel of CITY's organization. Without additional compensation, BRYANT shall provide such other services as are customary and appropriate to the position of City Attorney, including serving as legal counsel for the Moreno Valley Housing Authority and the Moreno Valley Community Services District, together with such additional services assigned from time to time by the City Council as may be consistent with California law and the City of Moreno Valley Municipal Code. BRYANT shall devote her best efforts and full-time attention to the performance of these duties.

1.5 Hours of Work. BRYANT shall devote the time necessary to adequately perform her duties as City Attorney. The work schedule shall be the same as the schedule in place for all other Executive Managers of CITY, provided the schedule of such hours provides adequate availability to the City Council, City Staff, and members of the community during normal business hours and for the performance of her duties in conducting CITY business. The position of City Attorney shall be deemed an exempt position under applicable wage and hour law. BRYANT hereby acknowledges that she shall not be entitled to any compensation for overtime.

1.6 Professional Activity. The City Council desires BRYANT to be reasonably active in national, statewide, regional and professional organizations that will contribute to City Attorney's professional development and standing and that will contribute to the advancement of the CITY's interests and standing. Toward that end, BRYANT may, upon advance notice to the City Council, undertake such activities as are directly related to her professional development and that advance the interests and standing of the CITY. These activities may include, without limitation, participation in the California League of Cities, California state and local bar associations, or other similar national, statewide, regional or professional organizations, provided that such activities do not in any way interfere with or adversely affect her employment as City Attorney or the performance of her duties as provided herein. CITY agrees to budget and pay for the reasonable dues and subscriptions of the City Attorney necessary for her participation in such organizations. CITY agrees to reimburse BRYANT's reasonable and necessary travel, business and subsistence expenses for her activities as provided for in the City's Administrative Policies.

1.7 Other Activity. In accordance with Government Code Section 1126, during the period of her employment, BRYANT shall not accept, without the express prior written consent of the City Council, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity (except as permitted under Section 1.6 [Professional Activity], regardless of whether for pecuniary advantage, that is or may be competitive with the CITY, that might cause a conflict-of-interest with the CITY, or that otherwise might interfere with the business or operation of the CITY or the satisfactory performance of BRYANT's duties as City Attorney.

2. Compensation.

2.1 Salary. For all services performed by BRYANT as the City Attorney under this Agreement, CITY shall pay BRYANT compensation in accordance with the adopted salary schedule for the position, plus all other compensation benefits afforded by CITY to other full time Executive Management employees. BRYANT shall be entitled to all cost of living and other salary and benefit adjustments implemented by the CITY as applicable to other full time Executive Management employees, to include City's employee furlough program and eligibility for Merit Increases (Section 3.3). The starting salary shall be fifteen thousand four hundred seventeen dollars ($15,417) per month, paid bi-weekly according to the payroll schedule in place for CITY employees. All compensation and leave policies applicable to Executive Management employees as contained in CITY'S Personnel Rules and Regulations shall apply.

2.2 Annual Leave. All compensation and leave policies applicable to Executive Management as contained in the City's Personnel Rules and Regulations, Sections 7 and 14, shall apply. BRYANT shall annually accrue 376 hours of Annual Leave, allocated at a rate of 14.46 hours per pay period. Annual Leave shall be subject to CITY's Personnel Rules and Regulations as they apply to other Executive Management employees.

2.3 Automobile Allowance. BRYANT shall be entitled to an automobile allowance as compensation for the use of personal automobile(s) for CITY business as provided for in CITY policies. This monthly allowance shall equal the amount provided to other Executive Management employees, and is currently five hundred dollars ($500.00) per month. In addition, BRYANT shall be entitled to excess mileage reimbursement according to adopted CITY policies for any qualifying trip in the course and scope of employment.

2.4 Deferred Compensation. Within 30 days of the effective date of this Agreement, City shall make a one-time deposit of $10,000 into BRYANT's individual Deferred Compensation account. BRYANT shall provide CITY with specific instructions to facilitate this one-time deposit.

3. Performance Evaluation.

3.1 The City Council shall review and evaluate BRYANT's performance at least once annually. Said review and evaluation shall be in accordance with specific criteria developed jointly between BRYANT and the City Council. Said criteria may be added to or deleted from as the City Council may determine from time to time in consultation with BRYANT. Further, the Mayor shall provide BRYANT with a summary written statement of the findings of the City Council and provide an adequate opportunity for BRYANT to discuss said evaluation with the entire City Council.

3.2 Annually, the City Council shall define such goals and performance objectives which they determine necessary for the proper function of the City Attorney's Office and in the attainment of City Council goals and objectives, and shall further establish a relative priority among the various goals and objectives, said goals and objectives to be reduced to writing. Any such goals or objectives shall generally be attainable within the time limitations as specified and within City Attorney Department budgets.

3.3 CITY agrees to consider an increase to BRYANT's Salary [Section 2.1] during said

Performance Evaluation; however, any increase to Salary [Section 2.1] shall be at the sole discretion of the City Council.

4. Termination.

4.1 The City Council may terminate BRYANT'S employment, and this Agreement "for cause" at any time upon written notice. "For cause" is defined as any of the following:
(i) an act in bad faith and to the detriment of the City; (ii) refusal or failure to act in accordance with any specific lawful direction or order of the City Council that is not in conflict with the Rules of Professional Conduct and/or the Legal Canon of Ethics for attorneys in the State of California; (iii) unfitness or unavailability for service that exceeds thirty (30) consecutive calendar days and is not the result of any excused illness or medical condition; (iv) commission of an act involving moral turpitude or other acts which harm the reputation of or interests of the City; (v) habitual neglect of responsibilities, or incompetence; (vi) a conviction of a felony or other crime punishable by jail or imprisonment in the jurisdiction involved (or entry of a plea of guilty or *nolo contendere* with respect to any such crime); (vii) possession of, use of, or working while under the influence of alcoholic beverages or other non-prescribed controlled substances or abuse/misuse of lawfully prescribed controlled substances during working hours; (viii) engaging in an actual conflict of interest; (ix) commission of acts of theft, embezzlement, or fraud; (x) acceptance of bribes or extortion; (xi) imposition of professional discipline by the State Bar of California resulting in suspension or disbarment; or (xii) material breach of this Agreement by BRYANT. If this Agreement is terminated by the City Council "for cause," BRYANT's employment shall be deemed immediately terminated and BRYANT shall surrender all CITY keys, computer passwords, and other CITY property entrusted to BRYANT for the purposes of the discharge of her duties. Upon termination for cause, BRYANT shall have no recourse under this AGREEMENT or any administrative procedure for purposes of challenging the termination action.

4.2 In the event BRYANT is terminated "without cause" or asked to resign during such time that BRYANT is willing and able to perform the Duties [Section 1.4] under this Agreement, then CITY agrees, upon receipt of a Comprehensive General Release and Settlement Agreement in the standard form signed by BRYANT, to pay BRYANT a lump sum cash payment equal to 12 months of Salary and benefits [Section 2.1] as severance pay.

4.3 BRYANT shall receive a lump sum payout of any unpaid accruals of Annual Leave [Section 2.2] and Sick Leave upon termination of employment for any reason pursuant to CITY policies.

4.4 BRYANT shall not be entitled to any increases in Salary [Section 2.1], or benefits afforded by CITY to other Executive Management employees following the date of termination.

4.5 This Agreement may be terminated by BRYANT at any time upon 45 days written notice to the City Council. If such written notice is given, the City has the option to ask BRYANT to leave her position sooner than the expiration of 45 days, but, if it does so, the City will continue to honor its obligations under this Agreement until expiration of the 45-day period.

4.6 BRYANT'S employment and this Agreement shall terminate automatically upon BRYANT'S death. In this event, the City shall pay the beneficiary designated by BRYANT in writing, or in the absence of such designation, BRYANT'S estate, her accrued and unpaid compensation, and all accrued but unused benefits, if any, through the date of BRYANT'S death.

4.7 If BRYANT becomes disabled and requires accommodation to permit her to perform the

essential functions of the position, the City shall provide reasonable accommodation if possible and unless doing so creates undue hardship for the City.

5. Proprietary Information.

"Proprietary Information" is all information and any idea pertaining to any economic development engaged in or contemplated by the City (or any CITY affiliate), including marketing plans and development projects. Proprietary Information shall include, without limitation, trade secrets (as further defined in Uniform Trade Secrets Act, Civil Code §3426 et seq.), ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, and forecasts. During her employment by CITY, BRYANT shall only use Proprietary Information for the benefit of CITY and as is or may be necessary to perform her job responsibilities under this Agreement. Following termination, BRYANT shall not use or disclose any Proprietary Information for the benefit of herself or any third party, except with the express written consent of CITY. BRYANT's obligations under this Section shall survive the termination of her employment and the termination of this Agreement.

6. Conflict Of Interest.

BRYANT represents and warrants to CITY that she presently has no interest, and represents that she will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of her services under this Agreement.

7. General Provisions.

7.1 Vehicle Operation. BRYANT shall operate any vehicle used in connection with the performance of her duties as City Attorney in a safe manner and otherwise in observance of all established traffic safety laws and ordinances and shall maintain a valid California automobile's driver's license during the period of employment. In addition, BRYANT shall maintain in full force and effect during the Term of this Agreement, valid automobile liability insurance providing coverage for collision, personal injury and medical reimbursement, in accordance with the City's Administrative Policy.

7.2 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and at the last known address maintained in BRYANT's personnel file. BRYANT agrees to notify CITY in writing of any change in her address during her employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

City's Notice Address: City of Moreno Valley c/o City Manager
P.O. Box 88005 14177 Frederick Street Moreno Valley, California 92552-0805

City Attorney's Address: [Deliver to last updated address in personnel file]

7.3 Indemnification. Subject to, in accordance with, and to the extent provided by the California Tort Claims Act [Government Code Section 810 *et* seq.] the CITY will indemnify, defend, and hold BRYANT harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission associated with BRYANT's performance of functions, duties and services set forth in this Agreement.

7.4 Bonding. The CITY shall bear the full cost of any fidelity or other bonds required of the City Attorney under any law or ordinance.

7.5 Integration. This Agreement is intended to be the final, complete, and exclusive statement of the terms of BRYANT's employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of BRYANT, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to BRYANT and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

7.6 Amendments. This Agreement may not be amended, altered or modified, except in a written document signed by BRYANT, approved by the City Council and signed by the Mayor.

7.7 Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

7.8 Assignment. BRYANT shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to BRYANT, assign its rights and obligations hereunder.

7.9 Severability. If a court holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

7.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue proper only in Riverside County, State of California.

7.11 Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit or against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.

7.12 Acknowledgment. BRYANT acknowledges that she has had the opportunity to consult legal counsel in regard to this Agreement, that she has read and understands this Agreement, that she is fully aware of its legal effect, and that she has entered into it freely and voluntarily and based on her own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, the CITY has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested to by its City Clerk, and BRYANT has signed and executed this Agreement, as of the date first indicated above.

Suzanne M. Bryant	Tom Owings, Mayor

Jane Halstead, City Clerk

Jeffrey Freedman
Special Counsel to the City

MINUTES - REGULAR MEETING OF APRIL 9, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

MINUTES - REGULAR MEETING OF APRIL 9, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

MINUTES - REGULAR MEETING OF APRIL 9, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: APRIL 23, 2013

TITLE: PUBLIC HEARING TO CONSIDER FEE SCHEDULE FOR FISCAL YEAR 2013-14

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a Public Hearing to receive public input on the proposed Fee Schedule for Fiscal Year 2013-14.

2. Adopt Resolution No. 2013-25, approving the Fee Schedule for Fiscal Year 2013-14.

ADVISORY BOARD/COMMISSION RECOMMENDATION

NA

BACKGROUND

The guiding principle behind user fee cost recovery, as established in the California Government Code, is that a jurisdiction is entitled to recover the estimated reasonable cost of providing a service for which a fee is charged, but not to recover more than its estimated reasonable cost. The City's Fee Schedule is based upon this principle.

In 2005, a comprehensive review of the City's user fee structure and cost recovery policies was conducted with the assistance of the consulting firm DMG-Maximus. Building & Safety fees were excluded from this review and are based on an earlier study conducted by DMG-Maximus in 1999. One of the major policy decisions approved by the City Council in 1999, and which has continued to the present, is to adjust user fees

each year based on the year-over-year change in February Consumer Price Index (CPI), All Items, for Los Angeles-Riverside-Orange County. This policy of adjusting fees based on the annual change in CPI provides a mechanism for user fees to be adjusted annually to keep pace with inflationary cost increases incurred by the City without the need for a comprehensive review of fees each year.

It is anticipated that a new fee cost study will be conducted during Fiscal Year 2014 after the completion of a new cost allocation plan. This will provide accurate overhead cost allocation rates which will reflect the current organization structure and activity levels to ensure that full cost recovery is achieved by the City's fee structure.

DISCUSSION

Although the City's user fees, in general, are adjusted based on the annual change in CPI, the annual process for establishing the recommended Fee Schedule provides City departments the opportunity to recommend other actions, as appropriate, with respect to their fees. Department fee recommendations may include a number of different actions including the following:

1. Adding new fees as recommended;

2. Deleting certain fees that are no longer applicable;

3. Moving a certain fee from one department/program to another to reflect changes in program oversight;

4. Revising a fee description to more accurately reflect the nature of the service provided;

5. Recommending a fee adjustment different than CPI if the cost of providing the service has materially changed in the past year; and

6. Recommending a different methodology for charging a given fee to achieve more equitable cost recovery.

In order to ensure consistency among departments, all new fees or fees that are proposed to increase are based on a uniform cost analysis methodology. All fees have been increased by the growth in the Consumer Price Index (CPI) with the exception of any new fees created after November 2, 2010. With the passage of Proposition 26, fees created after November 2, 2010, cannot be increased automatically by CPI. Fees subject to this provision are identified with "See Note 1" in the comment section of the Fee Schedule. If fees were increased by some other factor or if divisions requested that fees not be increased by CPI, a comment will be shown in the comments column identifying this activity. All proposed fee additions, deletions or revisions other than those resulting from the application of the CPI factor have been identified in red text and

the description of the modification will be shown in the comments column to make them more easily identifiable.

The increase in the CPI applied to existing fees is 2.0%. This factor was developed from data released by the Bureau of Labor Statistics (BLS) for the Los Angeles-Riverside-Orange County region and reflects the average growth in the CPI over the twelve month period of December 2011 through November 2012. A twelve month average was used to reduce the impact from spikes that may occur during any given month.

Other revisions to the fee schedule include the following:

Administrative Services

The fees related to dog adoption were left unchanged. This is based on the direction of the City Council to maintain dog adoption fees at levels consistent with other jurisdictions.

Community and Economic Development Department / Building and Safety Division

- The following fees were not increased by CPI but were set to match the fully burdened average hourly rate:
    - Demand Letter
    - Updated Demand Letter
    - Replacement Lien Release

- The following new fees were added:
    - Replacement Job Card
    - Transfer of Issued Permit to New Applicant with Job Card
    - Special Inspector Registration
    - Address Assignment
    - Alternate Means, Methods or Materials Review
    - Counter Plan Check/Site Plan Approval
    - Plan Check (Accessibility, Green Code & Energy Code)
    - Plan Check Solar SV System
    - Plan Check/Permit Extension
    - Revision of Approved Plans
    - Inspections (Accessibility, Green Code, & Energy Code)
    - Training Surcharge (AB 717)
    - Document Archive
    - Technology Maintenance Fee

Community and Economic Development Department / Land Development Division

Fees have been recalculated to capture the cost of the review process performed by Planning Division staff. These services have been provided in the past but were not

included in the fee calculation that was charged. Specific fees that will be increased to include these cost components:

- Lot Line Adjustment
- Certificate of Parcel Merger
- Certificate of Compliance
- Conditional Certificate of Compliance
- Parcel Map Residential & Commercial
- Amended Parcel Map Residential & Non-Residential
- Amended Tract Map
- 4th and Subsequent Reviews
- Subdivisions & Custom Homes
- Tract Maps & Non-Subdivisions
- Revisions (Mass/Rough Grading Plans)
- Stockpile/Borrow Site Plans
- Revisions (Stockpile/Borrow)
- Precise Grading Plan Check Parcel Maps
- Precise Grading Plan Check Tract Maps
- Precise Grading Plan Non-Subdivisions
- Precise Grading Plan Revisions (Precise Grading Plans)

- Added NPDES Construction Inspection Invoice Processing Fee

- Added NPDES Business Inspection Invoice Processing Fee

- Advanced Energy categories have been expanded to better represent potential future street light installations.

Community and Economic Development Department / Planning Division

- The "Fully Burdened Hourly Rate" is being increased from $168.00 to $176.00.

- Fees have been recalculated to capture the cost of the review process performed by Building & Safety and Special Districts Division staff. These services have been provided in the past but were not included in the fee calculation that was charged. Specific fees that will be increased to include these cost components:
  - Conditional Use Permit
  - Conditional Use Permit Amended CUP/Substantial Conformance
  - Custom Home Review
  - Environmental Review-Expanded Initial Study/Expanded Project Review
  - Plot Plan
    - With Hearing
    - Without Hearing (notice)
    - Without Hearing (no notice)
    - Amended Plot Plan/Substantial Conformance
  - Temporary Use Permits

Financial & Management Services Department / Special Districts Division

Added a notation that Mail Ballot/Special Elections Processing fees will include any associated 3rd party costs.

Parks & Community Services

- The following fees are being added:
  - Athletic Field Lighting – Adult Groups at Moreno Valley Community Park
  - Over 4 Hour Play – Field Preparation Weekends
  - Golf Course:
    - Adult 18 Holes Twilight Rate (after 2PM)
    - Adult 9 Holes Twilight Rate (after 2PM)
    - Seniors 55 & Over 18 Holes (after 2PM)
    - Seniors 55 & Over 9 Holes (after 2PM)
    - Students Under 18 -18 Holes Twilight Rate (after 2PM)
    - Students Under 18 - 9 Holes Twilight Rate (after 2PM)
    - Students Under 18 -18 Holes (Weekends, Holiday, Tournament)
    - Students Under 18 - 9 Holes (Weekends, Holiday, Tournament)
    - Replay for Additional 9 Holes
    - Punch Cards
      - Adults, Seniors & Students
        - Ten 9-Hole Rounds (Any Day)
        - Ten 18-Hole Rounds (Mon-Fri)
        - Ten 18-Hole Rounds (Any Day)
  - Facility Rental
    - Fees have been added for the Cottonwood Banquet Room

- The following fees are being deleted:
  - Locker Rentals
  - Youth After School Cards
  - Monthly Cards: Family of 4

Fee Schedule Implementation

The proposed updates to the Fee Schedule are scheduled to become effective Monday, July 1, 2013 to allow for the 60-day waiting period required for increases to development-related fees by Government Code Section 660016-17.

ALTERNATIVES

The following alternatives are available to the City Council:

1. Following the public hearing, adopt Proposed Resolution, approving the proposed Fee Schedule for FY 2013-14.

2. Following the public hearing, modify the proposed Fee Schedule prior to adopting Proposed Resolution.

3. Provide staff with further direction.

Staff recommends Alternative No. 1.

FISCAL IMPACT

User fees included in the City's Fee Schedule generate revenues that enable the City to provide a wide variety of services requested by our constituents. For FY 2013-14, these revenues are projected to be approximately $13 million, which includes the General Fund and various zones in the Community Services District (CSD).

CITY COUNCIL GOALS

Revenue Diversification and Preservation: Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

SUMMARY

It has been City Council's policy to adjust user fees annually to reflect changes in the Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County region. The applicable CPI has increased by 2.0% in the past year and most fees have been adjusted to reflect this increase. Other fee adjustments are recommended, where appropriate, to better reflect the City's actual cost of providing the applicable service, to achieve more equitable cost recovery, or to clarify how fees are applied. It is anticipated that a new fee cost study will be conducted during Fiscal Year 2014 after the completion of a new cost allocation plan. This will provide accurate overhead cost allocation rates which will reflect the current organization structure and activity levels to ensure that full cost recovery is achieved by the City's fee structure. It is recommended that City Council adopt the Proposed Resolution approving the Fee Schedule for FY 2013-14.

NOTIFICATION

The City Council meeting of April 23, 2013, has been properly noticed as a Public Hearing to consider the proposed FY 2013-14 Fee Schedule.

ATTACHMENTS

Attachment 1: Proposed Resolution
Attachment 2: PowerPoint

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ESTABLISHING SPECIFIED FEES FOR VARIOUS SERVICES FOR FISCAL YEAR 2013-14 AND REPEALING PRIOR RESOLUTIONS THAT MAY BE IN CONFLICT

WHEREAS, the City Council has in the past approved and adopted fee schedules for various services provided by the City for the benefit of a limited number of persons; and

WHEREAS, the cost of rendering such services should be borne by the beneficiaries of such service; and

WHEREAS, data supporting the estimated cost of providing said services has been made available to the City Council and to the public; and

WHEREAS, the City Council has duly considered at a duly noticed public hearing the question of whether or not to modify existing fees and establish new fees for such services, to provide more equitable cost recovery for such services; and

WHEREAS, at said hearing, the City Council duly considered all public comments which were made with respect to said question;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The fee schedule attached as Exhibit "A" hereto is hereby approved and adopted.

2. Where services are performed for the City by another governmental agency, the fees charged by the City shall be adjusted upward or downward to reflect fluctuations, if any, in the price which the City pays to the other government agency for such services. Such adjustments shall be made as the fluctuations occur if imposed upon the City without recourse.

3. All prior enactments of the City Council establishing fees for services, materials, impact and mitigation are hereby repealed to the extent that such enactments establish fees for services, materials and mitigation which are different than the fees established therefore by this Resolution, but shall otherwise remain in full force and effect.

4. All fees established by this Resolution shall, when collected, be paid to the City Treasurer for deposit into the General Fund of the City or into such special funds as may be otherwise required by law.

5. If any provision, clause, sentence or paragraph of this Resolution or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect any other provision or application of the provisions of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are hereby declared to be severable.

6. Each fee or charge set by this Resolution is for the specific process or service to which the fee or charge is related. When a process or service in addition thereto is requested or required, the appropriate additional fee or charge shall be imposed and collected only upon approval of the City Council.

7. When a fee or charge is indicated on a unit basis, a fee or charge for each such unit or portion of a unit associated with the requested or required process or service shall be imposed and collected.

8. If a deposit has been made on account of a fee or charge, and where the deposit is insufficient to pay the later-determined actual fee or charge, the balance due shall be paid to the City before any associated entitlement or permit is issued to the applicant. If the amount of the deposit exceeds the later-determined actual fee or charge, the overage shall be refunded to the applicant, except that an overage of one dollar or less shall not be refunded but shall be transferred to the General Fund of the City.

9. The fees approved, increased and established herein shall become effective July 1, 2013.

APPROVED AND ADOPTED this 23rd day of April, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00195208

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-25 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 23rd day of April, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

MV00195209

City of Moreno Valley

Schedule of City Fees, Charges and Rates

Fiscal Year 2013-14

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MV00195210

Section 1 - Administrative Services

Animal Services

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Adoption Fee (Does not include the cost for spay/neuter)				
Dogs	Each	$ 31.00	$ 31.00	No Change
Cats	Each	$ 20.00	$ 20.00	
Rabbit, Hamsters and Guinea Pigs	Each	$ 10.00	$ 10.00	
Other Animals *	Each	$ 10.00	$ 10.00	
* Fee for "Other Animals" not to exceed the fair market price				
Deposits (Refundable)				
Rabies Vaccination	Each	$ 20.00	$ 20.00	
Spay & Neuter	Each	$ 75.00	$ 75.00	
Owner Relinquishment				
Dog/Cat*	Each	$ 23.00	$ 23.00	
Dog/Cat-Litter*	Each	$ 23.00	$ 23.00	
Other Domestic*	Each	$ 10.00	$ 10.00	
* Owner may be asked to pay for the cost of spay/neuter and/or vaccines				
** Out of area animals are accepted at the discretion of shelter staff based on adoptability and shelter population				
Owner Requested Companion Pet Euthanasia				
Small/Medium (0-50 lbs)	Each	$ 23.00	$ 23.00	
Medium/Large (> 50 lbs)	Each	$ 27.00	$ 28.00	
Litter (up to 8)	Each	$ 23.00	$ 23.00	
Litter (each add'l >8)	Each	$ 2.00	$ 2.00	
Deceased Animal Disposal				
Small/Medium (0-50 lbs)	Each	$ 18.00	$ 18.00	
Medium/Large (51+ lbs)	Each	$ 23.00	$ 23.00	
Animal Redemption				
1st Impound	Per Animal	$ 26.00	$ 27.00	
2nd Impound	Per Animal	$ 52.00	$ 53.00	
3rd Impound	Per Animal	$ 78.00	$ 80.00	
More than 3 (each occurrence)*	Per Animal	See Note *	See Note *	
Small Livestock **	Per Animal	$ 30.00	$ 31.00	
Large Livestock **	Per Animal	$ 60.00	$ 61.00	
Other (birds, reptiles, etc)	Per Animal	$ 20.00	$ 20.00	
* Impound fee will increase by $50 for each additional occurrence. For example the 4th occurrence would be $125, the 5th occurrence would be $175 etc.				
** Trailering Fee		$ 60.00	$ 61.00	
		+ actual cost for ACO	+ actual cost for ACO	

MV00195211

Section 1 - Administrative Services

Animal Services

			Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Boarding						
	Dogs, Cats & Other		Per Day	$ 6.00	$ 6.00	
	Small Livestock		Per Day	$ 8.00	$ 8.00	
	Large Livestock		Per Day	$ 11.00	$ 11.00	
	Other Small Animals		Per Day	$ 5.00	$ 5.00	
	Special handling fee		Per Animal	$ 21.00	$ 21.00	
	(Special handling relates to call that require additional Animal Control Officers or extraordinary circumstances such as badly decomposed, owned, deceased animals or transportation to a Veterinarian for sick/injured animals.)					
	Re-inspection Fee		Per Inspection	$ 51.00	$ 52.00	
	(Failed compliance on confinement/property inspections)					
Licensing						
	Dog (altered)					
		1 year	Each	$ 15.00	$ 15.00	
		2 year	Each	$ 26.00	$ 27.00	
		3 year	Each	$ 33.00	$ 34.00	
	Dog (unaltered)					
		1 year	Each	$ 51.00	$ 52.00	
		2 year	Each	$ 82.00	$ 84.00	
		3 year	Each	$ 103.00	$ 105.00	
Licensing (cont)	Potentially Dangerous/Vicious		Each	$ 103.00	$ 105.00	
	Economic Hardship* (altered only)		Each	$ 6.00	$ 6.00	
	*Residents must provide proof that they earn 65% of the median income as set by HUD for the County of Riverside.					
	Late Fee		Each	$ 20.00	$ 20.00	
	Transfer Fee		Each	$ 6.00	$ 6.00	
	Lost Tag Replacement		Each	$ 6.00	$ 6.00	
Kennel						
	Class I Dog					
		1 year	Each	$ 134.00	$ 137.00	
		2 year	Each	$ 196.00	$ 200.00	
	Class II Dog					
		1 year	Each	$ 201.00	$ 205.00	
		2 year	Each	$ 261.00	$ 266.00	
	Cattery					
		1 year	Each	$ 134.00	$ 137.00	
		2 year	Each	$ 196.00	$ 200.00	
	Late Fee			$ 64.00	$ 65.00	

MV00195212

Section 1 - Administrative Services

Animal Services

		Unit	Current Fee		Proposed Fee	Comments on Proposed Changes to Fees
Other Services						
	Dog DA2PP Vaccination *	Each	$ 10.00		$ 10.00	
	Cat FVRCP Vaccination **	Each	$ 10.00		$ 10.00	
	Bordatella Vaccination	Each	$ 10.00	**See Note 1**	**$ 10.00**	
	Microchip (Owner to pay AKC registration fee)	Each	$ 16.00		$ 16.00	

* DA2PP Vaccination- Distemper, Adeno-2, Parvo and Oanfluenza (commonly known as a 5 in 1)

** FVRCP Vaccination - Feline Viral Rhinotracheitus (FHV-1), Calicivirus and Panleukopenia (commonly known as a 4 in 1)

Trap Rental						
Cat						
	Trap Rental	per Week	$ 12.00		$ 12.00	No Change
	Refundable Deposit		$ 50.00		$ 50.00	No Change
Dog						
	Trap Rental	per Week	$ 21.00		$ 21.00	No Change
	Refundable Deposit		$ 150.00		$ 150.00	No Change
	Requests for Information	per Page	$ 0.20		$ 0.20	
	Pet Identification Tags	Each	$5.50 - $7.50		$5.50 - $7.50	
Surcharges						
	Unlicensed Animal	Each	$ 15.00		$ 15.00	
	Un-altered Animal	Each	$ 15.00		$ 15.00	
	Out-of-area Service Request (for non-residents)	Each	$ 26.00		$ 27.00	
	Un-altered Kennel/Cattery	Each	$ 52.00		$ 53.00	
	Owner Field Service Request	Each	$ 15.00		$ 15.00	
	After Hours Emergency Field Response	Each	$ 21.00		$ 21.00	

MV00195213

Section 1 - Administrative Services

Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees

Animal Services

Municipal Code Reference	Violation	Offenses within a 36 month period		
		1st	2nd	3rd
10.02.020 A	Failure to License Dog/Wear License Tag	$50.00	$100.00	$200.00
10.02.020 B	Failure to Vaccinate for Rabies	$50.00	$100.00	$200.00
10.02.040	Failure to License Kennel/Cattery	$100.00	$200.00	$500.00
10.02.130 A-G	Animal Cruelty-Minor Offense	$100.00	$200.00	$500.00
10.02.130 A-G	Animal Cruelty-Major Offense	$200.00	$500.00	
10.02.090 N	Animal Abandonment	$100.00	$200.00	$500.00
10.02.080 A,B	Animal at Large-Altered	$50.00	$100.00	$200.00
10.02.080 A,B	Animal at Large-Unaltered	$100.00	$200.00	$500.00
10.02.080 E	Animal at Large-Threat to Public Safety	$200.00	$500.00	$500.00 (plus removal from City*)
10.02.100	Failure to Provide Proof of Spay/Neuter (spay/neuter deposit forfeited)	$150.00		
10.02.160	Failure to Comply with Public Nuisance Remedial Requirements	$100.00	$200.00	$500.00
10.02.240-270	Failure to Comply with Requirements for Potentially Dangerous or Vicious Animals	$500.00	$500.00	(plus removal from City*)
10.02.120	Failure to Quarantine/Produce the Animal/Concealing Information	$100.00	$200.00	$500.00
10.02.110	Barking Dog	$100.00	$200.00	$500.00
10.02.140 C,D	Interference with ACE or Tampering with Animal/Equipment	$100.00	$200.00	$500.00
10.02.010	Failure to Pay for Services Rendered or Outstanding Fees	$50.00	(plus outstanding balance)	
H&S 122335	Dog Tethering Violation	$50.00	$100.00	$200.00
122220	Violation of Pet Protection Act (Businesses/Commercial Breeding)	$50.00	$200.00	$500.00

* 10.20.160 B.8 Public Nuisance-Prohibit or regulate the acquiring and keeping within the city specified animals for a period of up to five years.

Note 1 - Any fees added to the Fee Schedule after November 2010 may not be automatically increased by CPI based on legal interpretation of Prop 26. This ruling does not include fees related to recreation programs, facility rental or utility operations.

MV00195214

Section 1 - Administrative Services

Library

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Replacement Library Card	Each	$ 2.00	$ 2.00	
Inter-Library Loan Overdue	per Day	$ 2.00	$ 2.00	
Floppy Disks (blank)	Each	$ 1.00	$ 1.00	
Flash Drives & Earbuds	Each	Actual Cost		
Replacement Bar Code	Each	$ 1.00	$ 1.00	
Account Printout	per Page	$ 0.20	$ 0.20	
Printing - Black & White	per Page	$ 0.20	$ 0.20	
Printing - Color	per Page	$ 0.75	$ 0.75	
Copies - Black & White	per Page	$ 0.15	$ 0.15	
Faxes				
Send/Receive Public Faxes - Local	per Page	$ 1.00	$ 1.00	
Domestic Long Distance Faxes	per Page	$ 2.00	$ 2.00	
International Long Distance Faxes	per Page	$ 3.00	$ 3.00	
Exam Proctoring	per Exam	$ 15.00	$ 15.00	
Lost Materials	per Item	Actual Cost +	Actual Cost +	
Lost Material Processing	per Item*	$ 10.00	$ 10.00	
* Except for uncataloged paperbacks, no processing fee				
Fines				
Overdue Books				
Adult	per Item per Day	$ 0.50	$ 0.50	
Children	per Item per Day	$ 0.25	$ 0.25	
Overdue Videos, Kits & Book Club Bags	per Item per Day	$ 1.00	$ 1.00	
Overdue CDs	per Item per Day	$ 0.50	$ 0.50	
Overdue Audiocassettes	per Item per Day	$ 0.50	$ 0.50	

MV00195215

Section 2 - City Clerk

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Agenda Subscription	per Year	$ 106.00		$ 108.00		
Certification of Public Records	Each	$ 6.00		$ 6.00		
Minutes Subscription	per Year	$ 106.00		$ 108.00		
Municipal Code and Code Supplements	per Page	$ 0.20	+mailing costs	$ 0.20	+mailing costs	
Nomination Papers Filing Fee	Each	$ 25.00	Pursuant to §10228 of the CA Elections Code	$ 25.00	Pursuant to §10228 of the CA Elections Code	
Notice of Intent Filing Fee	Each	$ 200.00	Pursuant to § 9202 of the CA Elections Code	$ 200.00	Pursuant to § 9202 of the CA Elections Code	
Audio Tape Recordings of Council Meetings	per Tape	$ 2.00		$ 2.00		
Fair Political Practices Commission (FPPC)	per Page	$ 0.10		$ 0.10		

MV00195216

Section 3 - City Manager

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Cable TV Administration and Production				
Video Recordings of Council Meetings	per Tape	$ 6.00	$ 6.00	
Recordings of Council Meetings on DVD	per DVD	$ 2.00	$ 2.00	
Recording of Council Meetings on CD (Audio only MP3 file)	per CD	$ 2.00	$ 2.00	

MV00195217

Section 4 - Community & Economic Development

Building and Safety

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Water Heater Permit	Each	$ 60.00	$ 60.00	
Water Heater Permit Re-inspection	Each	$ 60.00	$ 60.00	
Residential Tract Unit				
Note: Residential tract plan check fees and residential tract housing inspection fees are based on the following tables:				
1 Story Permit				
<= 1,400 sq ft		$ 471.00	$ 480.00	
> 1,400 sq ft	per 50 sq ft	$ 7.38	$ 7.53	
1 Story Plan Check				
<= 1,400 sq ft		$ 667.00	$ 680.00	
> 1,400 sq ft	per 50 sq ft	$ 6.78	$ 6.92	
1.5 Story Permit				
<= 1,400 sq ft		$ 545.00	$ 556.00	
> 1,400 sq ft	per 50 sq ft	$ 8.32	$ 8.49	
1.5 Story Plan Check				
<= 1,400 sq ft		$ 824.00	$ 840.00	
> 1,400 sq ft	per 50 sq ft	$ 8.93	$ 9.11	
2 Story Permit				
<= 1,400 sq ft		$ 662.00	$ 675.00	
> 1,400 sq ft	per 50 sq ft	$ 9.24	$ 9.42	
2 Story Plan Check				
<= 1,400 sq ft		$ 824.00	$ 840.00	
> 1,400 sq ft	per 50 sq ft	$ 8.93	$ 9.11	
~~Identical Unit Plan Check~~ Site Plan Approval Tract Only	per Unit	$ 91.00	$ 93.00	

Section 4 - Community & Economic Development

Building and Safety

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Structural Alterations-Plan Check-Per Option				
1 Story				
<= 1,400 sq ft		$ 386.00	$ 394.00	
> 1,400 sq ft	per 50 sq ft	$ 3.10	$ 3.16	
1.5 Story				
<= 1,400 sq ft		$ 407.00	$ 415.00	
> 1,400 sq ft	per 50 sq ft	$ 4.62	$ 4.71	
2 Story				
<= 1,400 sq ft		$ 407.00	$ 415.00	
> 1,400 sq ft	per 50 sq ft	$ 4.62	$ 4.71	
Non-Structural Alterations-Plan Check-Per Option				
1 Story				
<= 1,400 sq ft		$ 162.00	$ 165.00	
> 1,400 sq ft	per 50 sq ft	$ 1.54	$ 1.57	
1.5 Story				
<= 1,400 sq ft		$ 201.00	$ 205.00	
> 1,400 sq ft	per 50 sq ft	$ 2.15	$ 2.19	
2 Story				
<= 1,400 sq ft		$ 201.00	$ 205.00	
> 1,400 sq ft	per 50 sq ft	$ 2.15	$ 2.19	

Building Permit Fees

1997 Uniform Administrative Code fees

Building Plan Check Fees

When building plans are required by the Building Official, plan check fees shall be equal to the building permit fee (100%) and shall be paid at the time of submitting plans, excluding the permit issuance fee.

MV00195219

Section 4 - Community & Economic Development

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees

Building and Safety

Electrical Permit Fees

1997 Uniform Administrative Code fees

Note: An Electrical Permit Fee is separate from, and in addition to, the fee for any other permit which may be required by other code provisions.

Electrical Plan Check Fees

Whenever electrical plans are required by the Building Official, plan check fees shall be equal to the electrical permit (100%) and shall be paid at the time of submitting plans, excluding the permit fee.

Mechanical Permit Fees

1997 Uniform Administrative Code fees

Note: A mechanical permit fee is separate from, and in addition to, the fee for any other permit, which may be required by other code provisions.

Mechanical Plan Check Fees

Whenever mechanical plans are required by the Building Official, plan check fees shall be equal to the electrical permit (100%) and shall be paid at the time of submitting plans, excluding the permit fee.

Plumbing Permit Fees

1997 Uniform Administrative Code fees

Note: A plumbing permit fee is separate from, and in addition to, the fee for any other permit, which may be required by other code provisions.

Plumbing Plan Check Fees

Whenever plumbing plans are required by the Building Official, plan check fees shall be equal to the (100%) and shall be paid at the time of submitting plans, excluding the permit fee.

Pool and Spa Permit Fees

1997 Uniform Administrative Code

MV00195220

Section 4 - Community & Economic Development

Building and Safety

Pool and Spa Plan Check Fees

Whenever specific plans are required by the Building Official, plan check fees shall be equal to the electrical permit (100%) and shall be paid at the time of submitting plans, excluding the permit fee.

Note: These fees do not include the permit fees for any parts of the pool and spa system which are subject to the requirements of other applicable codes.

Miscellaneous Fees

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Minimum Permit Fee	Each	$ 154.00	$ 157.00	
Permit Issuance	Fee	$ 33.00	$ 34.00	

Investigation Fees

For work that is under construction for which no permit has been obtained, the investigation fee shall be equal to the value set forth in this Resolution for permit fees (building, electrical, mechanical, plumbing, etc). Plan check fees may be assessed as directed by the Building Official.

Research/ Administration Fee				
First 15 minutes		No charge		
Each additional 30 minutes or fraction thereof		$ 77.00	$ 79.00	
Re-inspection fees approved by the Building Official	per Hour	$ 154.00	$ 157.00	
Inspections for which no fee is specifically identified	per Hour	$ 154.00	$ 157.00	
Additional plan review required by changes, additions or revisions to approved plans or incomplete plan check re-submittal after 3 reviews	per Hour	$ 154.00	$ 157.00	
Inspection outside of normal business hours (2 hr min)	per Hour	$ 154.00 *	$ 157.00 *	

* Or the fully burdened hourly rate cost to the City, whichever is greater

MV00195221

Section 4 - Community & Economic Development

Building and Safety

	Unit	Current Fee	Proposed Fee		Comments on Proposed Changes to Fees
Premium Inspection - During business hours (Inspection provided within 2 hours after payment)	per Hour	$ 154.00	$ 157.00		
Certificate of Occupancy Inspection	Each	$ 185.00	$ 189.00		
Temporary Certificate of Occupancy		No Charge	No Charge		Note 1
Up to and including first 30 days					
Each subsequent 30 day period (Due in Advance)		$ 616.00	$628.00		Note 1
Demand Letter (1 hr min)	per Hour	$ 154.00	$157.00	Actual time spent	Note 1
Updated Demand Letter (30 minute min)	per Hour	$ 154.00	$157.00	Actual time spent	Note 1
Lien Release - Initial Preparation		No Charge	No Charge		Note 1
Replacement Lien Release					
within 60 days of initial preparation		$ 77.00	$79.00		Note 1 (DEPT REQ)
more than 60 days from initial preparation		$ 154.00	$157.00		Note 1 (DEPT REQ)
Replacement Job Card			$39.25		NEW
Transfer of Issued Permit to New Applicant with Job Card			$39.25		NEW
Special Inspector Registration					
Initial Registration			$39.25		NEW
Renewal/Addition of Certification			$15.70		NEW
Address Assignment					
1st Assignment (min 30 minute)			$78.50		NEW
2nd through 10th (add)			$78.50		NEW
Each Additional (add)			$39.25		NEW
Alternate Means, Methods or Materials Review	DEPOSIT		$628.00	Actual charge is "fully burdened" rate charge	NEW
Counter Plan Check/Site Plan Approval (min 15 minutes)	per Hour		$157.00		NEW
Plan Check					
Accessibility			10% of Plan Check Fee		NEW
Green Code			10% of Plan Check Fee		NEW
Energy Code			10% of Plan Check Fee		NEW
Plan Check Solar PV System			$106.50		NEW
Plan Check/Permit Extension			$15.70		NEW
Revision of Approved Plans (min 1 hour)	per Hour		$157.00		NEW
Inspections					

Resolution No. 2013-25
Date Adopted: April 23, 2013

MV00195222

Section 4 - Community & Economic Development

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Building and Safety				
Accessibility			10% of Inspection Fee	NEW
Green Code			10% of Inspection Fee	NEW
Energy Code			10% of Inspection Fee	NEW
Training Surcharge (AB 717)			$3.40	NEW
Document Archive Fee				
No Plan Check Documents	per Permit		$3.40	NEW
With Plan Check Documents	per Permit		10% of Plan Check Fee	NEW
Technology Maintenance Fee			$3.40	NEW
Construction Valuation Will Be Based on the Latest ICC Valuation Table				

Note 1 - Any fees added to the Fee Schedule after November 2010 may not be automatically increased by CPI based on legal interpretation of Prop 26. This ruling does not include fees related to recreation programs, facility rental or utility operations.

MV00195223

Section 4 - Community & Economic Development

Code and Neighborhood Services

	Unit	Current Fee			Proposed Fee		Comments on Proposed Changes to Fees
Re-inspection Fee for Failed Compliance	Each	$ 188.00			$ 192.00		
Nuisance Abatement Administrative Fee							
Level 1 (4 hrs or less)	Each	$ 250.00			$ 255.00		
Level 2 (more than 4 hrs)	Hourly	$ 92.00			$ 94.00		
Removal of Signs in Right-of-Way							
Sign Removal	Each	$ 26.00			$ 27.00		
Surcharge on signs requiring special equipment or additional labor to remove	Each	$ 55.00	or actual cost of removal whichever is greater		$ 56.00	or actual cost of removal whichever is greater	
Lost or Stolen Parking Ticket Recovery	Each	$ 11.00			$ 11.00		
Drive-off Parking Violation	Each	$ 18.00			$ 18.00		
Department of Motor Vehicle (DMV) Hold	Each	$ 10.00	or current DMV rate		$ 10.00		
Certificate of Correction		$ 147.00			$ 150.00		
Rotational Tow Service Program							
Application	Each	$ 2,939.00			$2,998.00		
Agreement	Deposit	$ 5,000.00	Actual charge is "fully burdened" rate charge		$5,000.00	Actual charge is "fully burdened" rate charge	
Rotational Tow Vehicle Release Fee	Each	$ 77.00			$ 79.00		
Demand Letter (1 hr min)	per Hour	$ 154.00	Actual time spent	Note 1	$154.00	Actual time spent	
Updated Demand Letter (30 minute min)	per Hour	$ 154.00	Actual time spent	Note 1	$154.00	Actual time spent	
Lien Release - Initial Preparation		No Charge		Note 1	No Charge		
Replacement Lien Release							
within 60 days of initial preparation		$ 77.00		Note 1	$77.00		
more than 60 days from initial preparation		$ 154.00		Note 1	$154.00		

Note 1 - Any fees added to the Fee Schedule after November 2010 may not be automatically increased by CPI based on legal interpretation of Prop 26. This ruling does not include fees related to recreation programs, facility rental or utility operations.

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Section 4 - Community & Economic Development

Land Development

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
LEGAL AND OTHER DOCUMENTS				
Fee Includes Three (3) Reviews, Unless Otherwise Noted				
Lot Line Adjustment	Each	$ 973.00	$ 1,168.00	SEE NOTE 2
Certificate of Parcel Merger	Each	$ 973.00	$ 1,168.00	SEE NOTE 2
Certificate of Correction	Each	$ 488.00	$ 498.00	
Certificate of Compliance	Each	$ 788.00	$ 980.00	SEE NOTE 2
Conditional Certificate of Compliance	Each	$ 1,224.00	$ 1,424.00	SEE NOTE 2
Street Vacation				
Summary	Each	$ 1,184.00	$ 1,208.00	
Full	Each	$ 3,930.00	$ 4,009.00	
Condemnation				
Initial Processing Deposit	Deposit	$ 5,000.00	$ 5,000.00	
Right-of-Way Acquisition and Processing (minimum fee)	Deposit (per lot)	$ 5,000.00 Amount determined by City Engineer. Not to exceed total City cost.	$ 5,000.00 Amount determined by City Engineer. Not to exceed total City cost.	
Document Review and Processing				
Minor Documents (Staff Reports, Offers of Dedication, Easement Deeds, Grant Deeds, Centerline Tie Sheets, Public Improvement Agreements, partial Security Reduction, etc) (For 2 Reviews)	Each	$ 782.00	$ 798.00	
Major Documents (DIF/TUMF Actual cost verification, etc)	Each	Amount determined by City Engineer. Not to exceed total City cost.	Amount determined by City Engineer. Not to exceed total City cost.	
Public Improvement Agreement (Extension)	Each	$ 914.00	$ 932.00	
Security Release/Exoneration	Each	$ 1,760.00	$ 1,795.00	
Assurance of Construction (Grading, Damage and Minor Construction Securities)	Deposit	Security amount determined by City Engineer	Security amount determined by City Engineer	

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Section 4 - Community & Economic Development

Land Development

MAP CHECKING

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Parcel Map Residential ~~and Tract Map~~	Each ~~per Lot~~	$ 4,011.00 + ~~$ 42.00~~	~~$ 4,771.00~~	SEE NOTE 2 DELETE
Parcel Map ~~Non-Residential~~	Each	$ 4,011.00 +	~~$ 5,108.00~~	SEE NOTE 2
Tract Map	Each per Lot	$ 4,011.00 + $ -	~~$ 5,108.00~~ $ 43.00	SEE NOTE 2
4th and Subsequent Reviews (Parcel and Tract)	per Sheet, per Review	$ 197.00	~~$ 289.00~~	SEE NOTE 2
Amended Map ~~Residential~~	Each	$ 2,241.00	~~$ 2,966.00~~	SEE NOTE 2
~~Amended Map Non-Residential~~	Each	$ 2,241.00	~~$ 3,303.00~~	SEE NOTE 2
~~Amended Tract Map~~	Each	$ 2,241.00	~~$ 3,303.00~~	SEE NOTE 2
4th and Subsequent Reviews (Parcel and Tract)	per Sheet, per Review	$ 197.00	~~$ 289.00~~	SEE NOTE 2
Reversion to Acreage	Each	$ 1,699.00	$ 1,733.00	
Monument Review Field		5% of Bond or $415 min	5% of Bond or $415 min	
Survey Monument Restoration (Two Reviews, Per Set)	Each	$ 267.00	$ 272.00	

IMPROVEMENT PLAN CHECK (Includes but is not limited to Street Improvements, Storm Drain, Water, Sewer, etc Plans)

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

<= $100,000 of Engineer's estimate Plus		4.00% +	4.00% +	
$100,001-$250,000 of Engineer's estimate Plus		3.00% +	3.00% +	
> $250,000 of Engineer's estimate		2.50%	2.50%	
On-site Improvements (For non-single family residential, based on Engineer's estimate)		1.00%	1.00%	
4th and Subsequent Reviews (Improvement Plans minimum fee)	per Sheet, per Review	$ 258.00	$ 263.00	
		or amount determined by the City Engineer. Fee not to exceed total City cost.	or amount determined by the City Engineer. Fee not to exceed total City cost.	

Revisions (Improvement Plans)

Minor (Including As-Builts, minimum fee*)	per Sheet, per Review	$ 271.00	$ 276.00	
Major (minimum fee)	per Sheet, per Review	$ 279.00 Amount determined by the City Engineer. Fee not to exceed total City	$ 285.00 Amount determined by the City Engineer. Fee not to exceed total City cost.	

* For As-Builts with no changes, a one sheet fee is required.

Resolution No. 2013-25
Date Adopted: April 23, 2013

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Section 4 - Community & Economic Development

Land Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
MASS/ROUGH GRADING PLAN CHECK						
Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted						
Parcel Map Subdivisions and Custom Homes						
0-5,000 CY		$ 2,004.00		$ 2,724.00		SEE NOTE 2
5,001-100,000 CY Plus		$ 2,004.00	+	$ 2,724.00	+	SEE NOTE 2
Each Additional 5,000 CY or portion thereof over 5,000 CY (prorated per cubic yard)		$ 331.00		$ 338.00		
> 100,000 CY Plus		$ 8,293.00	+	$ 9,146.00	+	SEE NOTE 2
Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)		$ 111.00		$ 113.00		
Tract Maps & Non Subdivisions						
0-5,000 CY		$ 2,004.00		$ 3,061.00		SEE NOTE 2
5,001-100,000 CY Plus		$ 2,004.00	+	$ 3,061.00	+	SEE NOTE 2
Each Additional 5,000 CY or portion thereof over 5,000 CY (prorated per cubic yard)		$ 295.00		$ 338.00		DEPT REQ
> 100,000 CY Plus		$ 7,609.00	+	$ 9,483.00	+	SEE NOTE 2
Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)		$ 73.00		$ 113.00		
4th and Subsequent Reviews (Mass/Rough Grading Plans)	per Sheet, per Review	$ 215.00		$ 307.00		SEE NOTE 2
Revisions (Mass/Rough Grading Plans)						
Minor (Including As-Builts, minimum fee*)	per Sheet, per Review	$ 257.00		$ 350.00		SEE NOTE 2
Major (minimum fee)	per Sheet, per Review	$ 306.00		$ 400.00		SEE NOTE 2
* For As-Builts with no changes, a one sheet fee is required.						
STOCKPILE/BORROW SITE PLAN						
Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted						
0-5,000CY		$ 607.00		$ 795.00		SEE NOTE 2
5,001-100,000 CY		$ 1,049.00		$ 1,246.00		SEE NOTE 2
> 100,000 CY		$ 1,456.00		$ 1,661.00		SEE NOTE 2
4th and Subsequent Reviews (Stockpile/Borrow Plans)	per Sheet, per Review	$ 215.00		$ 307.00		SEE NOTE 2
Revisions (Stockpile/Borrow Plans)						
Minor	per Sheet, per Review	$ 257.00		$ 350.00		SEE NOTE 2
Major (minimum fee)	per Sheet, per Review	$ 306.00		$ 400.00		SEE NOTE 2
		Actual amount determined by the City Engineer. Fee not to exceed total City cost.		Actual amount determined by the City Engineer. Fee not to exceed total City cost.		

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Section 4 - Community & Economic Development

Land Development

PRECISE GRADING PLAN CHECK

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
~~Parcel Map~~ **Subdivisions and Custom Homes Plus**	Each	$ 1,909.00 +	~~$ 2,627.00~~ +	SEE NOTE 2
	per Lot	$ 73.00	$ 74.00	
~~Tract Maps~~	Each		~~$ 2,964.00~~ +	SEE NOTE 2
	per Lot	$ 73.00	$ 74.00	
Non Subdivisions				
~~On-site Improvement Plan Check Fee~~				
0-5,000CY		$ 1,910.00	~~$ 2,965.00~~	SEE NOTE 2
5,001-100,000 CY Plus		$ 1,910.00 +	~~$ 2,965.00~~ +	SEE NOTE 2
Each Additional 5,000 CY or portion thereof over 5,000 CY (prorated per cubic yard)		$ 295.00	$ 301.00	
> 100,000 CY Plus		$ 7,515.00 +	~~$ 8,684.00~~ +	SEE NOTE 2
Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)		$ 73.00	$ 74.00	
4th and Subsequent Reviews (Precise Grading Plans)	per Sheet, per Review	$ 227.00	~~$ 326.00~~	SEE NOTE 2
Revisions (Precise Grading Plans)				
Minor (Including As-Builts, minimum fee*)	per Sheet, per Review	$ 257.00	~~$ 350.00~~	SEE NOTE 2
Major (minimum fee)	per Sheet, per Review	$ 306.00	~~$ 400.00~~	SEE NOTE 2
* For As-Builts with no changes, a one sheet fee is required.		Actual amount determined by the City Engineer. Fee not to exceed total City cost.	Actual amount determined by the City Engineer. Fee not to exceed total City cost.	

STORM WATER MANAGEMENT PLAN CHECK

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

Water Quality Basins (SFR Projects) (Civil Drawings)	Per Sheet	$ 1,499.00	$ 1,529.00
Water Quality Treatment (Non SFR Projects) (Civil Drawings)	Per Sheet	$ 1,499.00	$ 1,529.00
4th and Subsequent Reviews (Civil Drawings)	per Sheet, per Review	$ 257.00	$ 262.00
Water Quality Basin Landscaping (Landscape Drawings)			
Base Fee (7 sheets Maximum)		$ 6,158.00	$ 6,281.00
Each Additional Sheet		$ 863.00	$ 880.00
4th and Subsequent Reviews (Landscape Drawings)	per Sheet, per Review	$ 185.00	$ 189.00
Hydrology & Hydraulic Calculations for Treatment Control Devices	Each	$ 483.00	$ 493.00
Storm Water Pollution Prevention Plan (SWPPP) Document Review	Each	$ 681.00	$ 695.00

Resolution No. 2013-25
Date Adopted: April 23, 2013

MV00195228

Section 4 - Community & Economic Development

Land Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
STUDIES						
Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted						
Flood Plain (CLOMR/LOMR)						
1-10 Acres (Tributary)	Each	$ 3,516.00		$ 3,516.00		No Change
Over 10 Acres	Each	$ 3,516.00	+	$ 3,516.00	+	No Change
Each Acre over 10 Acres	per Acre	$ 21.00		$ 21.00		
Drainage (Hydrology/Hydraulics)						
0-50 Acres (Tributary)	per Acre	$ 50.00	$450 minimum	$ 51.00	$450 minimum	
51-100 Acres Plus	Each	$ 2,500.00	+	$ 2,500.00	+	
Each Additional Acre over 50	per Acre	$ 6.00		$ 6.00		No Change
101-1,000 Acres Plus	Each	$ 2,800.00	+	$ 2,800.00	+	
Each Additional Acre over 100	per Acre	$ 4.00		$ 4.00		No Change
Over 1,000 Acres Plus	Each	$ 6,400.00	+	$ 6,400.00	+	
Each Additional Acre over 1,000	per Acre	$ 1.00		$ 1.00		No Change
4th and Subsequent Review	Each Review	Total City Cost		Total City Cost		
Preliminary Drainage Study (Entitlement Stage)	Each	$ 483.00		$ 493.00		
Preliminary Water Quality Management Plan (P-WQMP)						
WQMP Preliminary Document Review						
First Two Reviews Only (Consultant and Admin)		$ 971.00		$ 990.00		
Third and Subsequent Reviews (Fee for Consultant Only)	Each Review	$ 334.00		$ 341.00		
All Meetings	per Hour	$ 260.00		$ 265.00		
All Teleconferences	per Hour	$ 156.00		$ 159.00		
Final Water Quality Management Plan (F-WQMP)						
WQMP Final Document Review						
(Initial fee includes Document Review, Teleconferences and Meetings)						
Basic Review (Maximum 2 Reviews and 2 Meetings)		$ 1,141.00		$ 1,164.00		
(Applies to Hillside Residential ≤ 9 Units)						
Subsequent Reviews	Each Review	$ 779.00		$ 795.00		
Subsequent Meetings	per Hour	$ 260.00		$ 265.00		
Subsequent Teleconferences	per Hour	$ 156.00		$ 159.00		
Standard Review (Maximum 2 Reviews and 2 Meetings)		$ 4,458.00		$ 4,547.00		
(Applies to Residential ≤ 50 Units; Commercial ≤ 2 Acres; Industrial ≤ 1 Acre; Automotive ≤1 Acre; Restaurants ≤ 1 Acre; Hillside Development ≤ 1 Acre (Except Hillside Residential ≤ 9 Units); and Parking Lots ≤ 2 Acres)						
Subsequent Reviews	Each Review	$ 1,496.00		$ 1,526.00		
Subsequent Meetings	per Hour	$ 260.00		$ 265.00		
Subsequent Teleconferences	per Hour	$ 156.00		$ 159.00		

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Section 4 - Community & Economic Development

Land Development

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
STUDIES (CONT)				
Complex Review (Maximum 3 Reviews and 3 Meetings)		$ 6,422.00	$ 6,550.00	
(Applies to MFR or SFR > 50 Units; Commercial > 2 Acres; Industrial > 1 Acre; Automotive > 1 Acre; Restaurants > 1 Acre; Hillside Development > 1 Acre (Except Hillside Residential ≤ 9 Units); and Parking Lots > 2 Acres)				
Subsequent Reviews	Each Review	$ 1,896.00	$ 1,934.00	
Subsequent Meetings	per Hour	$ 260.00	$ 265.00	
Subsequent Teleconferences	per Hour	$ 156.00	$ 159.00	
OTHER PLAN CHECK FEES				
Underground Overhead Utilities				
Underground of Utilities Administration Fee Plus		$ 73.00 +	$ 74.00 +	
Underground of Utilities In-Lieu Fee (In accordance with Development Code 9.14.130)	per Linear Foot	$ 203.00	$ 207.00	
IMPROVEMENT PLAN INSPECTION				
Grading				
Mass, Rough, Precise, Stockpile or Borrow Grading Inspection (All projects)				
0-100 CY		$ 662.00	$ 675.00	
101-1,000 CY Plus		$ 662.00 +	$ 675.00 +	
Each Additional 100 CY or portion thereof over 100 CY (prorated per cubic yard)		$ 124.00	$ 126.00	
1,001-10,000 CY Plus		$ 1,778.00 +	$ 1,809.00 +	DEPT REQUESTED
Each Additional 1,000 CY or portion thereof over 1,000 CY (prorated per cubic yard)		$ 406.00	$ 414.00	
10,001-100,000 CY Plus		$ 5,432.00 +	$ 5,535.00 +	DEPT REQUESTED
Each Additional 10,000 CY or portion thereof over 10,000 CY (prorated per cubic yard)		$ 369.00	$ 376.00	
> 100,000 CY Plus		$ 8,753.00 +	$ 8,919.00 +	DEPT REQUESTED
Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)		$ 331.00	$ 338.00	
Improvements				
Improvement Plan (Offsite Public Improvements, Per Project)				
< $100,000 of Engineers estimate Plus		4.00% +	4.00% +	
$100,000-$250,000 of Engineers estimate Plus		3.00% +	3.00% +	
> $250,000 of Engineers estimate		2.50%	2.50%	
Onsite Improvements (Based on Engineer's estimate)		1.00%	1.00%	
Re-inspection	Each	$ 449.00	$ 458.00	
Holidays, Weekends and Night Inspections (Based on staff availability)	per Hour*	$ 79.00 Straight Time	$ 79.00 Straight Time	
	*minimum of 2 hour	$ 96.00 Over Time	$ 96.00 Over Time	

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Section 4 - Community & Economic Development

Land Development

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
STORM WATER MANAGEMENT INSPECTION				
Storm Water Pollution Abatement Program				
Projects Under Construction				
Construction Site Inspection		$ 418.00	$ 426.00	
NPDES Construction Inspection Invoice Processing		$ -	$ 19.00	NEW
Existing Businesses				
NPDES Industrial Site Initial Inspection	Each	$ 468.00	$ 477.00	
Follow-up Compliance Inspection	Each	$ 220.00	$ 224.00	
NPDES Commercial Site Initial Inspection	Each	$ 344.00	$ 351.00	
Follow-up Compliance Inspection	Each	$ 220.00	$ 224.00	
NPDES Restaurant Initial Inspection (CAP)	Each	$ 281.00	$ 287.00	
Follow-up Compliance Inspection	Each	$ 220.00	$ 224.00	
NPDES Business Inspection Invoice Processing		$ -	$ 19.00	NEW
Water Quality Basin Landscape Inspection				
0-1 Acre		$12,319.00	$ 12,565.00	
1-1.5 Acres		$14,167.00	$ 14,450.00	
1.5-2 Acres		$16,014.00	$ 16,334.00	
2-2.5 Acres		$17,863.00	$ 18,220.00	
Each additional 1/2 Acre > 2.5 Acres	per 1/2 Acre	$ 1,847.00	$ 1,884.00	
PENALTY FEES				
Inspection and Testing work in Right-of-Way without Encroachment Permit		$ 626.00	$ 639.00	
Failure to Schedule Inspection Prior to Performing Work *		$ 126.00	$ 129.00	
* Penalty Fee to be determined by the City Engineer. Listed amount for the first offense and not to exceed $500 for each subsequent offense.				
PERMITS - ADMINISTRATION FEES				
Grading or Inspection: Permit Issuance	Each	$ 85.00	$ 87.00	
Construction Permit Issuance	Each	$ 85.00	$ 87.00	
Newspaper Rack Annual Permit Issuance	Each	$ 85.00	$ 87.00	
Annual Utility Blanket Permit Administration	Each	$ 85.00	$ 87.00	
Second Driveway Approach Application	Each	$ 85.00	$ 87.00	

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Section 4 - Community & Economic Development

Land Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
PERMITS - INSPECTION FEES						
Concrete Sidewalk						
0-100 Linear Feet	Each	$ 69.00	+	$ 70.00	+	
> 100 Linear Feet	per Linear Foot	$ 1.00		$ 1.00		
Parkway Drains	Each	$ 150.00		$ 153.00		
Residential Curb Core (2 maximum per lot)	per Lot	$ 81.00		$ 83.00		
Driveways						
Commercial	Each	$ 150.00		$ 153.00		
Residential	Each	$ 211.00		$ 215.00		
Excavation-Street Crossing	per Linear Foot	$ 2.00	$232 min	$ 2.00		
Excavation Parallel Trench	per Linear Foot	$ 0.50	$232 min	$ 0.50		
Small Bore Potholes (12" Diameter Maximum)	Each	$ 27.00		$ 28.00		
All Other Potholes	Each	$ 80.00		$ 82.00		
Bores/Splice Pits	Each	$ 54.00		$ 55.00		
Non-Retaining Wall	Each	$ 150.00		$ 153.00		
Fence	Each	$ 150.00		$ 153.00		
Newspaper Rack Installation	Each	$ 54.00		$ 55.00		
Utility Blanket Permit Individual Location Inspection	Each	$ 15.00		$ 15.00		
Miscellaneous Inspections (Based on staff availability)	per Hour*	$ 79.00	Straight Time	$ 79.00	Straight Time	
	*minimum of 1 hour	$ 96.00	Over Time	$ 96.00	Over Time	
OTHER PERMITS						
Application Fee for Special Events, (Including Permit to Conduct a Parade or other event within Public Property or Street Right-of-Way.)	Each	$ 213.00		$ 217.00		
Block Party Permit Processing	Each	$ 85.00		$ 87.00		
Flood Plain Determination (Community Rating System)	per Lot	$ 21.00		$ 21.00		
Elevation Certification (Mobile Home Park)	Each	$ 161.00		$ 164.00		

Resolution No. 2013-25
Date Adopted: April 23, 2013

MV00195232

Section 4 - Community & Economic Development

Land Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
OTHER FEES						
Advanced Energy Fees						
Street Light(s) -Zone B (Residential and Zone C (Arterial & Intersections)						
Administration Fee		$ 420.00		$ 428.00		
~~Zone B~~ 100w HPSV or equivalent (9,500 Lumens)	Each	$ 637.00		$ 621.00		DECREASE
~~Zone C~~ 200w HPSV or equivalent (22,000 Lumens)	Each	$ 700.00		$ 680.00		DECREASE
250w HPSV or equivalent*				$ 705.00		NEW
100w LED or equivalent				$ 655.00		NEW
145w LED or equivalent*				$ 706.00		NEW

* The fee for any street light installation which may exceed the identified wattages (w), as denoted above will be determined by the Special Districts Division. Fee is not to exceed actual City Cost.

Area Drainage Plan Fee	Established by and payable to the County of Riverside Flood Control District					
MISCELLANEOUS LAND DEVELOPMENT FEES						
City of Moreno Valley Book of Standard Drawings	Each	$ 47.00		$ 48.00		
Research of Records, Files, etc.						
Technical	per Hour *	$ 87.00	+reproduction costs	$ 87.00	+reproduction costs	
Professional	per Hour *	$ 142.00	+reproduction costs	$ 145.00	+reproduction costs	
	* minimum of 1/2 hour					
In-house Reproduction costs of Engineered Plan Sheets (Large Format)	per Sq Ft	$ 1.00		$ 1.00		

NOTE 2: These Land Development fees have been modified to include the costs related to the Planning Division that should be reflected in these services.

MV00195233

Section 4 - Community & Economic Development

Planning

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Annexation Process and Environmental Review	Deposit	$ 5,000.00	Actual charge is "fully burdened" rate charge	$ 5,000.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Appeal		$ 750.00		$ 750.00		NO CHANGE
Change of Zone	Deposit	$ 3,500.00	Actual charge is "fully burdened" rate charge	$ 3,500.00	Actual charge is "fully burdened" rate charge	
Conditional Use Permit		$ 10,562.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	$10,926.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	SEE NOTE 3
Conditional Use Permit: Admin & Existing Structure		$ 6,240.00	Plus applicable notice and posting fees	$ 6,365.00		
Conditional Use Permit (Com/Ind)	per Acre	$ 65.00		$ 91.00		DEPT REQ
Conditional Use Permit: Amended CUP/Substantial Conformance		$ 5,608.00	Plus applicable notice and posting fees	$ 5,875.00	Plus applicable notice and posting fees	SEE NOTE 3
Custom Home Review		$ 1,047.00		$ 1,108.00		SEE NOTE 3
Development Agreement	Deposit	$ 7,400.00	Actual charge is "fully burdened" rate charge	$ 7,400.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Development Agreement Amendment	Deposit	$ 3,225.00	Actual charge is "fully burdened" rate charge	$ 3,225.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Development Agreement Annual Review	Deposit	$ 1,000.00	Actual charge is "fully burdened" rate charge	$ 1,000.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Development Code Amendment	Deposit	$ 5,000.00	Actual charge is "fully burdened" rate charge	$ 5,000.00	Actual charge is "fully burdened" rate charge	NO CHANGE

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Section 4 - Community & Economic Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Planning						
Environmental Review						
EIR Report Preparation	Deposit	$ 7,000.00	Actual charge is "fully burdened" rate charge	$ 7,000.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Expanded Initial Study / Expanded Project Review	Deposit	$500 per Study	Actual charge is "fully burdened" rate charge	$ 3,000.00	Actual charge is "fully burdened" rate charge	SEE NOTE 3
Environmental Assessment		$ 1,033.00		$ 1,054.00		
Environmental Mitigation Monitoring	Deposit	$ 3,500.00	Actual charge is "fully burdened" rate charge	$ 3,500.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Extension of Time		$ 3,267.00		$ 3,611.00		SEE NOTE 3
Fully Burdened Hourly Rate	Per Hour	$ 168.00	See Note 1	$ 176.00		DEPT REQ
General Plan Amendment	Deposit	$ 3,500.00	Actual charge is "fully burdened" rate charge	$ 3,500.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Home Occupation Permit		$ 93.00		$ 95.00		
Plan Check and Inspection						
Residential						
1-4 Lots (1st through 3rd Review)		$ 667.00		$ 680.00		
5 or more Lots and Multi-Family(1st through 3rd Review)		$ 997.00		$ 1,017.00		
Commercial/ industrial ~~Non-Residential~~ (1st through 3rd Review) ~~(including multiple family projects: residential tentative and final tract map)~~		$ 997.00		$ 1,017.00		
Re-inspection/Residential Front Yard Landscape Plancheck fee		$ 173.00		$ 176.00		
4th and subsequent (Land Development Reviews)	Per Sheet	$ 86.00		$ 88.00		
4th and subsequent (All Other Reviews)		100% of original fee		100% of original fee		NO CHANGE
Concurrent processing		Base Fee + 30%	See Note 1	Base fee + 30%		
Land Development Reviews	Per Sheet	$ 86.00		$ 88.00		
Development Impact Fee Processing	Per Hour			$ 176.00		NEW
Newspaper Notice		$ 285.00		$ 285.00		NO CHANGE
Phasing Map		$ 2,384.00		$ 2,553.00		

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Section 4 - Community & Economic Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Planning						
Planning Letter						
Basic		$ 112.00		$ 114.00		
Interpretation and Research Required	Deposit	$ 250.00	Actual charge is "fully burdened" rate charge	$ 250.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Planning Review of Building Permits		$ 178.00	+5% of plan check fee	$ 182.00	+5% of plan check fee	NO CHANGE
Plot Plan						
With hearing		$ 10,776.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	$11,637.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	SEE NOTE 3
(Note: More than one may be charged for projects with multiple buildings or parcels)						
Without hearing (notice)		$ 7,321.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	$ 8,113.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	SEE NOTE 3
Without hearing (no notice)		$ 3,596.00		$ 4,315.00		SEE NOTE 3
Amended plot plan/substantial conformance		$ 3,982.00		$ 4,709.00		SEE NOTE 3
Multi-Family	per Unit	$ 41.00		$ 42.00		
Plot Plan Conditional Use Permit (Com/Ind)	per Acre	$ 89.00		$ 91.00		
Administrative (Includes second units)		$ 833.00		$ 850.00		
Property Posting		$140 per street frontage + $75 per project		$140 per street frontage + $75 per project		NO CHANGE
Pre-application Review		$ 769.00		$ 784.00		
Renewal Fee		50% of original fee		50% of original fee		
Reversion to Acreage	Deposit	$ 1,500.00	Actual charge is "fully burdened" rate charge	$ 1,500.00	Actual charge is "fully burdened" rate charge	NO CHANGE

MV00195236

Section 4 - Community & Economic Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Planning						
Signs						
Banner		$ 42.00		$ 43.00		
Permit: Wall		$ 119.00		$ 121.00		
Permit: Monument		$ 474.00		$ 483.00		
Permit: Pole and Freeway		$ 793.00		$ 809.00		
Review Program	Deposit	$ 1,300.00	Actual charge is "fully burdened" rate charge	$ 1,300.00	Actual charge is "fully burdened" rate charge	
Program Amendment Review	Deposit	$ 975.00	Actual charge is "fully burdened" rate charge	$ 975.00	Actual charge is "fully burdened" rate charge	
Special Event Permit		$ 35.00		$ 36.00		NO CHANGE
Specific Plan	Deposit	$ 17,000.00	Actual charge is "fully burdened" rate charge	$17,000.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Specific Plan Amendment	Deposit	$ 8,000.00	Actual charge is "fully burdened" rate charge	$ 8,000.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Subdivision Sales Office (Trailer) and Model Home Complexes-Temporary		$ 1,034.00		$ 1,055.00		
Temporary Use Permits		$ 284.00		$ 329.00		SEE NOTE 3
Tentative Parcel Map						
Residential		$ 8,877.00	+	$ 9,049.00		
additional lot	per Lot	$ 116.00		$ 116.00		
		+ applicable environmental review and applicable notice and posting fees.		+ applicable environmental review and applicable notice and posting fees.		
Commercial		$ 9,619.00	+	$ 9,806.00		
additional lot	per Lot	$ 116.00		$ 116.00		
		+ applicable environmental review and applicable notice and posting fees.		+ applicable environmental review and applicable notice and posting fees.		

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Section 4 - Community & Economic Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Planning						
Waiver	Deposit	$ 1,000.00	Actual charge is "fully burdened" rate charge plus applicable notice and posting fees.	$ 1,000.00	Actual charge is "fully burdened" rate charge plus applicable notice and posting fees.	NO CHANGE
Tentative Tract or Condo Map		$ 11,090.00	+	$11,307.00	+	
additional lot	per Lot	$ 96.00		$ 96.00		
		+ applicable environmental review and applicable notice and posting fees.		+ applicable environmental review and applicable notice and posting fees.		
Tentative Tract or Parcel Map Revised		$ 5,612.00	Plus applicable notice and posting fees	$ 5,721.00	Plus applicable notice and posting fees	
Variance from Standards						
Public Hearing Variance		$ 3,591.00	Plus applicable notice and posting fees	$ 3,663.00	Plus applicable notice and posting fees	
Administrative Variance		$ 650.00		$ 663.00		

Notes:

The environmental review fee shall be charged only one time for concurrently filed major developmental review applications. For example, the fee for a concurrently filed Parcel Map and Plot Plan will be the sum of the respective fees minus one environmental review fee.

Fees for quasi-public uses shall be reduced by 25%.

Note 1 - Any fees added to the Fee Schedule after November 2010 may not be automatically increased by CPI based on legal interpretation of Prop 26. This ruling does not include fees related to recreation programs, facility rental or utility operations.

Note 3 - These fees have been increased to reflect the time spent by both the Building & Safety and the Special Districts Divisions in providing these services.

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Section 5 - Financial & Management Services

Financial Operations

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Annual City Budget	Each	$10.00	$10.00	Also available on City website
Comprehensive Annual Financial Report (CAFR)	Each	$10.00	$10.00	Also available on City website

The Annual City Budget and the CAFR are also available on the City's website at the following links:

Budget http://www.moval.org/city_hall/departments/admin/budgetoffice.shtml

CAFR http://www.moval.org/city_hall/departments/admin/financial-ops.shtml

Treasury Operations

Collection of Returned Check		Each	$32.00	$33.00
Business License				
Application	Jan 1, 2013 thru Dec 31, 2013	per License	$60.00	
	Jan 1, 2014 thru Dec 31, 2014	per License		$61.00
Vehicle Tag		per Tag	$6.00	$6.00
License for Farmers Market at Towngate Mall		Per Vendor Per Day	$5.00	$5.00
License for single day events		Per Vendor Per Day	$5.00	$5.00
(Note: Licenses for single day events must be reviewed and approved by the Chief Financial Officer)				
Reprint of License		Each	$5.00	$5.00
Business Listing		Each	$20.00	$20.00
Photo Identification Card		Each	$5.00	$5.00

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Section 5 - Financial & Management Services

Special Districts

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Miscellaneous Document Preparation, Review, Research, Processing etc	per Hour	$ 121.00	+ third party expenses	$ 123.00	+ third party expenses	
Land and Assessment Division Applications		$ 924.00 +		$ 942.00	+ third party expenses	
	per Parcel	$ 26.00		$ 27.00		
Special District Formation Application	Each	$ 5,135.00		$ 5,238.00		
Special District Bond Issuance	Each	1% of bond issue	$50,000 min	1% of bond issue	$50,000 min	
Special Tax Report	Each	City Cost	$10 min	City Cost	$10 min	NO CHANGE
Annual Levy Report	Each	City Cost	$10 min	City Cost	$10 min	NO CHANGE
Parcel Payoff/Amortization Schedule Note: Bond payoff/amortization schedule information is given to property owners free of charge. Others requesting information will be charged per parcel.	per Parcel	$ 46.00		$ 46.00		NO CHANGE
Fixed Charge Tax Bill Revisions	per Parcel	County Cost		County Cost		NO CHANGE
Plans and Specifications (Non-refundable) (Landscape and Street Light documents)		City Cost	$10 min	City Cost	$10 min	NO CHANGE

Resolution No. 2013-25
Date Adopted: April 23, 2013

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Section 5 - Financial & Management Services

Special Districts

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Mail Ballot / Special Election Processing (includes 2 Council meetings)						
Administrative Fee	per Proceeding	$ 3,309.00		$ 3,375.00	+ 3rd Party expenses	
Administrative Fee (CFD Annexations Only)	per Proceeding	$ 1,800.00		$ 1,800.00	+ 3rd Party expenses	SEE NOTE 1
Additional/rescheduled Council Meeting	per Meeting	$ 791.00		$ 791.00	+ 3rd Party expenses	SEE NOTE 1
Annexation/boundary map preparation	per Map	Actual charge is "fully burdened" rate charge plus expenses. Not to exceed actual City cost.		Actual charge is "fully burdened" rate charge plus expenses. Not to exceed actual City cost.		SEE NOTE 1
Landscape Plan Check						
Base Fee (7 sheets & 3 total submittals)		$ 6,158.00		$ 6,281.00		
Each Additional Sheet & 3 submittals		$ 863.00		$ 880.00		
Each Additional submittal	per Sheet	$ 185.00		$ 189.00		
Landscape Inspection						
0-1 Acre		$ 12,319.00		$ 12,565.00		
1-1.5 Acres		$ 14,167.00		$ 14,450.00		
1.5-2 Acres		$ 16,014.00		$ 16,334.00		
2-2.5 Acres		$ 17,863.00		$ 18,220.00		
Each additional 1/2 acre > 2.5	per 1/2 acre	$ 1,847.00		$ 1,884.00		
Additional Inspections or Re-Inspections	per Hour	$ 121.00	See Note 1	$ 121.00		SEE NOTE 1
Public Works Landscape Design Guidelines	Each	$ 10.00		$ 10.00		

Note 1 - Any fees added to the Fee Schedule after November 2010 may not be automatically increased by CPI based on legal interpretation of Prop 26.
This ruling does not include fees related to recreation programs, facility rental or utility operations.

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Section 6 - Fire

	Unit	Current Fee	Proposed Fee		Comments on Proposed Changes to Fees
Pre-Development					
Annexation Agreement	Deposit	$ 94.00	$ 94.00		
Community Care Facility (Pre-inspection)					
25 or less		$ 50.00	$ 50.00	State Mandated	
26 or more		$ 100.00	$ 100.00	State Mandated	
Revised Tentative Parcel Map		$ 442.00	$ 451.00		
Fuel Modification Plan		$ 104.00	$ 106.00		
Fire Protection Plan		$ 339.00	$ 346.00		
Alternate methods and materials		$ 104.00	$ 106.00		
3rd review and subsequent submittals		$ 104.00	$ 106.00		
OTC/Misc Plan Review			$ -		

Architectural / Development

Plan Check and Inspections

	Unit	Plan Check Current Fee	Plan Check Proposed Fee	Inspection Current Fee	Inspection Proposed Fee
A-1 <=10,000 SF		$ 647.00	$ 660.00	$ 622.00	$ 634.00
A-1 > 10,000 SF		$ 803.00	$ 819.00	$ 830.00	$ 847.00
A-2, 2.1 <= 10,000 SF		$ 544.00	$ 555.00	$ 519.00	$ 529.00
A-2, 2.1 > 10,000 SF		$ 700.00	$ 714.00	$ 726.00	$ 741.00
A-3 <= 10,000 SF		$ 544.00	$ 555.00	$ 572.00	$ 583.00
A-3 >10,000 SF		$ 647.00	$ 660.00	$ 622.00	$ 634.00
A-4 <= 5000 SF		$ 441.00	$ 450.00	$ 519.00	$ 529.00
A-4 > 5000 SF		$ 494.00	$ 504.00	$ 572.00	$ 583.00
A-5<=5000 SF		$ 427.00	$ 436.00	$ 503.00	$ 513.00
A-5>5000 SF		$ 480.00	$ 490.00	$ 554.00	$ 565.00
A TI 0-5000 SF		$ 338.00	$ 345.00	$ 415.00	$ 423.00
A TI 5001 - 25,000 SF		$ 441.00	$ 450.00	$ 519.00	$ 529.00
A TI > 25,001 SF		$ 544.00	$ 555.00	$ 572.00	$ 583.00
B 0-5000 SF		$ 182.00	$ 186.00	$ 242.00	$ 247.00
B 5001 - 50,000 SF		$ 284.00	$ 290.00	$ 415.00	$ 423.00
B >50,000 SF		$ 388.00	$ 396.00	$ 572.00	$ 583.00
B TI 0-5000 SF		$ 157.00	$ 160.00	$ 215.00	$ 219.00
B TI 5001 - 50,000 SF		$ 207.00	$ 211.00	$ 312.00	$ 318.00
B TI >50,000 SF		$ 284.00	$ 290.00	$ 388.00	$ 396.00
E-1,2 0-2000 SF (private schools only)		$ 233.00	$ 238.00	$ 364.00	$ 371.00
E-1,2 2001 - 20,000 SF (private schools only)		$ 284.00	$ 290.00	$ 415.00	$ 423.00
E-1,2 > 20,000 SF (private schools only)		$ 441.00	$ 450.00	$ 494.00	$ 504.00
E-1,2 TI 0-2000 SF (private schools only)		$ 104.00	$ 106.00	$ 215.00	$ 219.00

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Section 6 - Fire

Plan Check and Inspections (Cont)

	Unit	Plan Check Current Fee	Plan Check Proposed Fee	Inspection Current Fee	Inspection Proposed Fee
E-1,2 TI 2001 - 20,000 SF (private schools only)		$ 157.00	$ 160.00	$ 242.00	$ 247.00
E-1,2 TI > 20,000 SF (private schools only)		$ 207.00	$ 211.00	$ 268.00	$ 273.00
E-3 0-1000 SF (private schools only)		$ 130.00	$ 133.00	$ 215.00	$ 219.00
E-3 1001 - 20,000 SF (private schools only)		$ 233.00	$ 238.00	$ 441.00	$ 450.00
E-3 > 20,000 SF (private schools only)		$ 284.00	$ 290.00	$ 494.00	$ 504.00
E-3 TI 0-1000 SF (private schools only)		$ 104.00	$ 106.00	$ 189.00	$ 193.00
E-3 TI 1001 - 20,000 SF (private schools only)		$ 130.00	$ 133.00	$ 215.00	$ 219.00
E-3 TI > 20,000 SF (private schools only)		$ 157.00	$ 160.00	$ 242.00	$ 247.00
F,M,S 0-5000 SF		$ 233.00	$ 238.00	$ 364.00	$ 371.00
F,M,S 5001 - 12,500 SF		$ 338.00	$ 345.00	$ 415.00	$ 423.00
F,M,S 12,501 - 100,000 SF		$ 388.00	$ 396.00	$ 519.00	$ 529.00
F,M,S > 100,000 SF		$ 441.00	$ 450.00	$ 622.00	$ 634.00
F,M,S TI 0-5000 SF		$ 157.00	$ 160.00	$ 242.00	$ 247.00
F,M,S TI 5001 - 12,500 SF		$ 182.00	$ 186.00	$ 312.00	$ 318.00
F,M,S TI 12,501 - 100,000 SF		$ 233.00	$ 238.00	$ 338.00	$ 345.00
F,M,S TI > 100,000 SF		$ 284.00	$ 290.00	$ 364.00	$ 371.00
H-1,2,3, 7 0-1000 SF		$ 338.00	$ 345.00	$ 388.00	$ 396.00
H-1,2,3, 7 1001- 2,500 SF		$ 388.00	$ 396.00	$ 415.00	$ 423.00
H-1,2,3, 7 2,501 - 10,000 SF		$ 494.00	$ 504.00	$ 519.00	$ 529.00
H-1,2,3, 7 > 10,000 SF		$ 622.00	$ 634.00	$ 622.00	$ 634.00
H-1,2,3, 7 TI 0-1000 SF		$ 233.00	$ 238.00	$ 338.00	$ 345.00
H-1,2,3, 7 TI 1001- 2,500 SF		$ 284.00	$ 290.00	$ 364.00	$ 371.00
H-1,2,3, 7 TI 2,501 - 10,000 SF		$ 338.00	$ 345.00	$ 388.00	$ 396.00
H-1,2,3, 7 TI > 10,000 SF		$ 388.00	$ 396.00	$ 415.00	$ 423.00
H-4,5,6 0-1000 SF		$ 260.00	$ 265.00	$ 388.00	$ 396.00
H-4,5,6 1001- 2,500 SF		$ 364.00	$ 371.00	$ 415.00	$ 423.00
H-4,5,6 2,501 - 10,000 SF		$ 467.00	$ 476.00	$ 467.00	$ 476.00
H-4,5,6 > 10,000 SF		$ 597.00	$ 609.00	$ 519.00	$ 529.00
H-4,5,6 TI 0-1000 SF		$ 207.00	$ 211.00	$ 338.00	$ 345.00
H-4,5,6 TI 1001- 2,500 SF		$ 260.00	$ 265.00	$ 364.00	$ 371.00
H-4,5,6 TI 2,501 - 10,000 SF		$ 312.00	$ 318.00	$ 388.00	$ 396.00
H-4,5,6 TI > 10,000 SF		$ 364.00	$ 371.00	$ 415.00	$ 423.00
L-0-1,000 SF		$ 328.00	$ 335.00	$ 375.00	$ 383.00
L-1,001-2,500 SF		$ 377.00	$ 385.00	$ 403.00	$ 411.00
L-2,501-10,000 SF		$ 480.00	$ 490.00	$ 503.00	$ 513.00
L->10,000 SF		$ 604.00	$ 616.00	$ 604.00	$ 616.00
L-T.I. 0-1,000 SF		$ 226.00	$ 231.00	$ 328.00	$ 335.00
L-T.I. 1,001-2,500 SF		$ 276.00	$ 282.00	$ 352.00	$ 359.00
L-T.I. 2,501-10,000 SF		$ 328.00	$ 335.00	$ 377.00	$ 385.00
L-T.I. >10,000 SF		$ 377.00	$ 385.00	$ 403.00	$ 411.00
I Occupancies	Deposit	$ 350.00	$ 350.00	$ 409.00	$ 417.00
R-1, 2 0-5000 SF		$ 233.00	$ 238.00	$ 338.00	$ 345.00
R-1, 2 5001 - 25,000 SF		$ 284.00	$ 290.00	$ 364.00	$ 371.00

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Section 6 - Fire

Plan Check and Inspections (Cont)

	Unit	Plan Check Current Fee	Plan Check Proposed Fee	Inspection Current Fee	Inspection Proposed Fee
R-1, 2 >25,001 SF		$ 338.00	$ 345.00	$ 415.00	$ 423.00
R-3 Model 1-5 homes		$ 182.00	$ 186.00	$ 242.00	$ 247.00
R-3 Model > 6 homes		$ 233.00	$ 238.00	$ 293.00	$ 299.00
R-3 Custom (1-2 units)		$ 157.00	$ 160.00	$ 234.00	$ 239.00
U - Occupancy		$ 157.00	$ 160.00	$ 207.00	$ 211.00
Shell 0-50,000 SF		$ 1,037.00	$ 1,058.00	$ 908.00	$ 926.00
Shell > 50,000 SF	Deposit	$ 350.00	$ 350.00	$ 350.00	$ 350.00
High-rise (4 floors or greater)	Deposit	$ 350.00	$ 350.00	$ 362.00	$ 362.00

	Occupancy Classifications
A	Facilities for Assemblies
B	Professional or Service Facilities
E	Educational Facilities
F	Factory and Industrial (non H)
H	Factory and Industrial (high fire, explosion or health hazard)
I	Hospitals, Nursing Homes
L	Laboratories
M	Sale of Merchandise
R	Hotels, Apartments and Congregate Residences
S	Storage (non hazardous)
U	Garages, Carports, Sheds and Agricultural Buildings

Fire Development

Development Plan Check and Inspection

	Unit	Plan Check Current Fee	Plan Check Proposed Fee	Inspection Current Fee	Inspection Proposed Fee
Sprinkler System New 1-100 heads		$ 234.00	$ 239.00	$ 546.00	$ 557.00
Sprinkler System New > 100 heads		$ 366.00	$ 373.00	NA	NA
Sprinkler System New 101-300 heads		NA	NA	$ 598.00	$ 610.00
Sprinkler System New 301-700 heads		NA	NA	$ 651.00	$ 664.00
Sprinkler System New > 700 heads		NA	NA	$ 702.00	$ 716.00
Sprinkler TI 1-10 heads		$ 157.00	$ 160.00	$ 234.00	$ 239.00
Sprinkler TI 11-50 heads		$ 182.00	$ 186.00	$ 442.00	$ 451.00
Sprinkler TI 51-100 heads		$ 234.00	$ 239.00	$ 495.00	$ 505.00
Sprinkler TI > 100 heads		$ 260.00	$ 265.00	$ 546.00	$ 557.00
Alarm New 1-10 Initiating Devises with notification		$ 157.00	$ 160.00	$ 339.00	$ 346.00
Alarm New 11-50 Initiating Devises with notification		$ 234.00	$ 239.00	$ 366.00	$ 373.00
Alarm New 51-100 Initiating Devises with notification		$ 287.00	$ 293.00	$ 416.00	$ 424.00
Alarm New > 100 Initiating Devises with notification		$ 339.00	$ 346.00	$ 495.00	$ 505.00
Alarm TI 1-10 Initiating Devices with notification		$ 131.00	$ 134.00	$ 287.00	$ 293.00
Alarm TI 11-50 Initiating Devices with notification		$ 157.00	$ 160.00	$ 313.00	$ 319.00
Alarm TI 51-100 Initiating Devices with notification		$ 208.00	$ 212.00	$ 366.00	$ 373.00
Alarm TI > 100 Initiating Devices with notification		$ 287.00	$ 293.00	$ 416.00	$ 424.00

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Section 6 - Fire

Development Plan Check and Inspection (Cont)

	Unit	Plan Check Current Fee	Plan Check Proposed Fee	Inspection Current Fee	Inspection Proposed Fee
ESFR	per Riser	$ 157.00	$ 160.00	NA	NA
Underground Sprinkler	per Riser	$ 234.00	$ 239.00	$ 633.00	$ 646.00
Underground Hydrant		$ 182.00	$ 186.00	$ 633.00	$ 646.00
Underground Combo Up to 4 Connections		$ 339.00	$ 346.00	$ 711.00	$ 725.00
Aboveground Hydrant		$ 260.00	$ 265.00	$ 520.00	$ 530.00
Residential Sprinkler 13R Family 1-2 units		$ 234.00	$ 239.00	$ 520.00	$ 530.00
Residential Sprinkler 13D Single Family 1-2 units		$ 182.00	$ 186.00	$ 520.00	$ 530.00
Residential Sprinkler 13R Multi Family up to 4 stories	per System	$ 313.00	$ 319.00	$ 651.00	$ 664.00
Hood and Duct	per System	$ 157.00	$ 160.00	$ 216.00	$ 220.00
Fire Pump	per Pump	$ 287.00	$ 293.00	$ 287.00	$ 293.00
Standpipes		$ 390.00	$ 398.00	$ 295.00	$ 301.00
Special Extinguishing Systems		$ 182.00	$ 186.00	NA	NA
Vapor Recovery Special Equipment		$ 157.00	$ 160.00	NA	NA
Medical Gases Special System		$ 182.00	$ 186.00	$ 189.00	$ 193.00
Industrial Gases Special System		$ 234.00	$ 239.00	$ 295.00	$ 301.00
Liquefied Petroleum Gases Special System > 500 gal		$ 234.00	$ 239.00	$ 346.00	$ 353.00
Tank/Piping Installation	per Tank	$ 243.00	$ 248.00	$ 243.00	$ 248.00
Tank/Piping Removal	per Tank	$ 164.00	$ 167.00	$ 287.00	$ 293.00
Ovens, industrial baking or drying per oven, furnace or kiln Special Equip. (New Construction)		$ 131.00	$ 134.00	$ 189.00	$ 193.00
Smoke Control		$ 234.00	$ 239.00	$ 346.00	$ 353.00
Dust Collection Special Equipment		$ 157.00	$ 160.00	$ 189.00	$ 193.00
Hazmat Storage		$ 287.00	$ 293.00	$ 295.00	$ 301.00
High Piled/Solid Piled Storage Class III, IV, High Hazard		$ 339.00	$ 346.00	$ 451.00	$ 460.00
Racking System		$ 390.00	$ 398.00	$ 451.00	$ 460.00
Regulated Refrigeration per system		$ 157.00	$ 160.00	$ 295.00	$ 301.00
Miscellaneous Industrial Equipment Install		$ 157.00	$ 160.00	$ 189.00	$ 193.00
FPE Technical Report Major Review		$ 442.00	$ 451.00	NA	NA
FPE Technical Report Minor Review		$ 234.00	$ 239.00	NA	NA
Spray Booth Inspection		NA	NA	$ 295.00	$ 301.00
Foam/Liquid System Inspection		NA	NA	$ 346.00	$ 353.00
Dry Chemical System Inspection		NA	NA	$ 243.00	$ 248.00
CO2 System Inspection		NA	NA	$ 243.00	$ 248.00
Inert Gas System Inspection		NA	NA	$ 243.00	$ 248.00
FM200 Clean Agent System		NA	NA	$ 243.00	$ 248.00
Adult Care Facility Inspection		NA	NA	$ 390.00	$ 398.00
Child Care Facility Inspection		NA	NA	$ 390.00	$ 398.00
Residential Care Facilities 1 - 6		NA	NA	$ 366.00	$ 373.00
Residential Care Facilities >6	per Story	NA	NA	$ 149.00	$ 152.00
K-12 Public School Inspection		NA	NA	$ 197.00	$ 201.00
K-12 Private School Inspection		NA	NA	$ 442.00	$ 451.00
High-rise Inspection	per Hour	NA	NA	$ 104.00	$ 106.00
Asbestos removal		NA	NA	$ 243.00	$ 248.00
Work without Approval or Permit		NA	NA	$ 208.00	$ 212.00
Inspection following Failure to Maintain Fire Protection Systems		NA	NA	$ 208.00	$ 212.00
Fire Prevention Inspection/Re-inspection/Phasing		NA	NA	$ 148.00	$ 151.00

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Section 6 - Fire

	Unit	Plan Check Current Fee	Plan Check Proposed Fee	Inspection Current Fee	Inspection Proposed Fee
Renewable Permit Fees					
Aerosol Products		$ 233.00	$ 238.00	$ 66.00	$ 67.00
Aircraft Refueling Vehicles		$ 182.00	$ 186.00	$ 91.00	$ 93.00
Automobile Wrecking Yard		$ 182.00	$ 186.00	$ 195.00	$ 199.00
Battery System		$ 233.00	$ 238.00	$ 66.00	$ 67.00
Candles and Open Flame in Assembly Occupancy Areas		$ 130.00	$ 133.00	$ 66.00	$ 67.00
Cellulose Nitrate Film		$ 130.00	$ 133.00	$ 66.00	$ 67.00
Cellulose Nitrate Storage		$ 182.00	$ 186.00	$ 195.00	$ 199.00
Combustible fiber Storage		$ 182.00	$ 186.00	$ 195.00	$ 199.00
Combustible materials Storage		$ 182.00	$ 186.00	$ 195.00	$ 199.00
Commercial Rubbish Handling Operation		$ 182.00	$ 186.00	$ 195.00	$ 199.00
Compressed Gases		$ 207.00	$ 211.00	$ 195.00	$ 199.00
Cryogens		$ 207.00	$ 211.00	$ 195.00	$ 199.00
Dry Cleaning Plant		$ 233.00	$ 238.00	$ 299.00	$ 305.00
Dust-Producing Operations		$ 130.00	$ 133.00	$ 91.00	$ 93.00
Explosives or Blasting agents, Use or Transportation		$ 284.00	$ 290.00	$ 325.00	$ 332.00
Flammable or Combustible Liquids pipelines, store, handle, use		$ 284.00	$ 290.00	$ 299.00	$ 305.00
High Piled/Solid Piled Combustible Storage Class I, II		$ 77.00	$ 79.00	$ 144.00	$ 147.00
Hot Works Operations		$ 130.00	$ 133.00	$ 66.00	$ 67.00
Liquefied Petroleum Gases store, use, handle, dispense-Plan Check 125-500 gals		$ 77.00	$ 79.00	$ 144.00	$ 147.00
Ovens - Industrial Baking or drying		$ 77.00	$ 79.00	$ 91.00	$ 93.00
Places of Assembly		$ 182.00	$ 186.00	$ 66.00	$ 67.00
Refrigeration Equipment		$ 77.00	$ 79.00	$ 91.00	$ 93.00
Repair Garages		$ 157.00	$ 160.00	$ 91.00	$ 93.00
Spraying or Dipping		$ 77.00	$ 79.00	$ 66.00	$ 67.00
Wood Products		$ 77.00	$ 79.00	$ 91.00	$ 93.00
Motor Vehicle fuel dispensing		$ 77.00	$ 79.00	$ 91.00	$ 93.00
Tire Storage		$ 182.00	$ 186.00	$ 91.00	$ 93.00
Lumber Yard		$ 182.00	$ 186.00	$ 195.00	$ 199.00
Fireworks, manufacture, compound, store		$ 338.00	$ 345.00	$ 299.00	$ 305.00
Fruit ripening		$ 182.00	$ 186.00	$ 91.00	$ 93.00
Magnesium Working		$ 182.00	$ 186.00	$ 91.00	$ 93.00
Radioactive materials		$ 338.00	$ 345.00	$ 195.00	$ 199.00
Bowling pin or alley refinishing		$ 164.00	$ 167.00		
Candles and open flames in assembly areas		$ 164.00	$ 167.00		
Carnivals and fairs		$ 243.00	$ 248.00		
Explosives or blasting agents, use, dispose		$ 346.00	$ 353.00		
Fireworks, displays		$ 320.00	$ 326.00		
Hot works operations		$ 164.00	$ 167.00		
Liquefied petroleum gases, install containers		$ 243.00	$ 248.00		
Liquid or gas fueled vehicles or equipment in assembly areas		$ 216.00	$ 220.00		
Mall, covered		$ 216.00	$ 220.00		
Open Burning		$ 164.00	$ 167.00		
Parade floats (per event)		$ 243.00	$ 248.00		
Pyrotechnical special effects material / model rockets		$ 346.00	$ 353.00		
Temporary membrane structures, tents and canopies		$ 295.00	$ 301.00		

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Section 6 - Fire

Activity Permits	Current Fee	Proposed Fee
Christmas Tree sales	$ 164.00	$ 167.00
Pumpkin Patch	$ 164.00	$ 167.00
Haunted Houses	$ 164.00	$ 167.00
Hazardous Area Fire Permit	$ 320.00	$ 326.00
Miscellaneous Activity Permit	$ 157.00	$ 160.00

Post Development	Unit	Current Fee	Proposed Fee	
Fire and Life Safety Inspection				
Annual inspection (includes one re-inspection)		$ 157.00	$ 160.00	
2nd re-inspection		$ 313.00	$ 319.00	
3rd and subsequent re-inspections		$ 469.00	$ 478.00	
Fire Watch Inspection	per Hour	$ 104.00	$ 106.00	
Fire Hydrant Inspection		$ 104.00	$ 106.00	
Fire Inspection				
State Mandated		$ 89.00	$ 89.00	
Community Care Facility				
25 or less (not including elderly 1-6)		$ 89.00	$ 89.00	State Mandated
26 or more		$ 134.00	$ 134.00	State Mandated
Special Event		$ 89.00	$ 89.00	
Miscellaneous Post Development Inspection		$ 89.00	$ 89.00	

Records Request			
Photographs, color print (4"x6")		$ 5.00	$ 5.00
Fire Incident Reports (paid to County of Riverside)		$ 20.00	$ 20.00
Fire Inspection Reports (up to 8 1/2"x14")			
First 10 pages	per Report	$ 6.00	$ 6.00
Additional pages	per Page	$ 1.00	$ 1.00

Hourly Rates	Unit	Current Fee	Proposed Fee	
Fire Marshal		$ 140.00		The fully-burdened wage rate including overhead; not to exceed actual City costs.
Deputy Fire Marshal		$ 105.00		
Fire Safety Specialists		$ 106.00		
Fire Safety Inspector		$ 106.00		
Overtime		Position time + 50%		
Consultant Fire Plan Review		Consultant Cost +20% Admin Fee		

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Section 6 - Fire

Other Fees	Unit	Current Fee	Proposed Fee
False Alarm			
Residential		$ 100.00	$ 100.00
Commercial		$ 200.00	$ 200.00
Fire Permit Issuance Fee		$ 22.00	$ 22.00
Hazard Reduction Inspection			
This fee will be assessed to all parcels defined as open space land and where legally permitted. Any fees associated with failure to comply and fire department ordered abated land will be pursued separately from this inspection fee. This fee will be collected as part of the annual property tax bill through the County of Riverside.			
Parcels < 1 acre		$ 50.00	$ 50.00
Parcels 1 acre to < 5 acres		$ 75.00	$ 75.00
Parcels > 5 acres		$ 100.00	$ 100.00
Hazard Reduction Abatement Administrative Fee		$ 240.00	$ 240.00
Hazard Reduction Abatement Cost Recovery		Actual cost charged by the City's abatement contractor.	

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Section 6 - Fire

Office of Emergency Management and Volunteer Services

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Community Emergency Response (CERT)	per Class	$ 15.00	$ 15.00	

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Section 7 - Parks and Community Services

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Parks Projects				
Plan Check Fees (1 - 3 submittals)				
Project Cost:				
$0-$20,000		3.50%	3.50%	
$20,001-$100,000		3.25%	3.25%	
> $100,000		3.00%	3.00%	
4th and subsequent submittals		$ 140.00	$ 140.00	
Revisions				
Minor (detail changes only)		$ 256.00	$ 256.00	
Major		Same as initial submittal		
Inspection and Testing				
Project Cost:				
$0-$20,000		7.00%	7.00%	
$20,001-$100,000		6.00%	6.00%	
> $100,000		5.00%	5.00%	
Research of Records, Files, etc		Actual City Cost	Actual City Cost	
Penalty Fees				
Inspection and Testing Work in the right-of-way or park without encroachment permit or written agreement with Parks and Community Services	per Offense	$ 561.00 plus actual damages	$ 561.00 plus actual damages	
Applicant's failure to schedule inspection prior to performing work	per Offense	$ 112.00	$ 112.00	
Applicant's failure to attend or be prepared for a scheduled inspection	per Offense	$ 112.00	$ 112.00	

Resolution No. 2013-25
Date Adopted: April 23, 2013

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Section 7 - Parks and Community Services

Recreation Programs

Non-Resident Fees: Fees for Non-Residents to participate in Recreation Programs and Services will be charged at full cost recovery, which is the Resident Fee plus 30%.

Adult Sports (18 Years or Older)

Category 4 includes Adult Sports Programs provided by the City which are Council approved fees to cover the direct program cost plus 20% for administrative and overhead related costs.

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Program Registration Fee		Per Program	$ 2.00	$ 2.00	
Basketball League *	Category 4	Per Team	$ 300.00	$ 300.00	
Basketball Open Play **	Category 4	Per Person	$ 3.00	$ 3.00	
Bowling Class and League	Category 4	Per Person	$ 78.00 - 85.00	$ 78.00 - 85.00	
Father's Day Over-The-Line Softball Tournament *	Category 4	Per Team	$ 65.00 - 100.00	$ 65.00 - 100.00	
Flag Football League *	Category 4	Per Team	$ 300.00	$ 300.00	
Flag Football Tournament *	Category 4	Per Team	$ 150.00 - 200.00	$ 150.00 - 200.00	
Official's Clinic	Category 4	Per Person	$ 15.00	$ 15.00	
Protest Fee	Category 4	Per Team	$ 25.00	$ 25.00	
Softball League - Competitive *	Category 4	Per Team	$ 345.00	$ 345.00	
Softball League - Non-Competitive *	Category 4	Per Team	$ 260.00	$ 260.00	
Softball Tournament *	Category 4	Per Team	$ 185.00 - 310.00	$ 185.00 - 310.00	
Tennis Tournament *	Category 4	Per Person	$ 20.00 - 50.00	$ 20.00 - 50.00	
Volleyball League *	Category 4	Per Team	$ 260.00	$ 260.00	
Volleyball Tournament *	Category 4	Per Team	$ 175.00 - 225.00	$ 175.00 - 225.00	
Volleyball Open Play **	Category 4	Per Person	$ 3.00	$ 3.00	
New Program	Category 4	Per Person	$ Cost Recovery	$ Cost Recovery	
Cancellation /Transfer Fee	Category 4	Per Person	20%	20%	
* Denotes Fee for Late Registration	Category 4	Per Team	$ 18.00	$ 18.00	

** Excludes Program Registration Fee

Adult Contract Classes (18 Years or Older)

Category 5 includes Adult Contract Programs provided by the City which are Council approved fees to cover the direct program cost plus 15% for administrative and overhead related costs.

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Program Registration Fee		Per Program	$ 2.00	$ 2.00	
Belly Dancing For Fun and Fitness	Category 5	Per Person	$ 32.00 - 45.00	$ 32.00 - 45.00	
Boxing	Category 5	Per Person	$ 60.00 - 80.00	$ 60.00 - 80.00	
Bryan's Dog Training	Category 5	Per Person	$ 65.00 - 75.00	$ 65.00 - 75.00	
Kung Fu Art of Self-Defense	Category 5	Per Person	$ 65.00 - 85.00	$ 65.00 - 85.00	
Yoga - 1 Day	Category 5	Per Person	$ 36.00 - 50.00	$ 36.00 - 50.00	
Cancellation /Transfer Fee	Category 5	Per Person	20%	20%	
New Adult Contract Classes	Category 5	Per Person	Full Cost Recovery	Full Cost Recovery	

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Section 7 - Parks and Community Services

Youth Sports

Category 6 includes Youth Sports Programs provided by the City which are Council approved fees to cover the direct program cost plus 20% for administrative and overhead related costs.

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Program Registration Fee		Per Program	$ 2.00	$ 2.00	
Basketball League * #	Category 6	Per Person	$ 65.00 - 86.00	$ 65.00 - 86.00	
Basketball Pee Wee * #	Category 6	Per Person	$ 50.00	$ 50.00	
Sports Camp #	Category 6	Per Person	$ 60.00-110.00	$ 60.00-110.00	
Flag Football League * #	Category 6	Per Person	$ 59.00	$ 59.00	
Middle School Sports Program #	Category 6	Per Person	$ 25.00	$ 25.00	
Spudball * #	Category 6	Per Person	$ 50.00	$ 50.00	
Tennis Lessons #	Category 6	Per Person	$ 37.00-65.00	$ 37.00-65.00	
Pee Wee Flag Football #	Category 6	Per Person	$ 50.00	$ 50.00	
General Sports Skills Contests #	Category 6	Per Person	Cost Recovery	Cost Recovery	
Open Play Basketball / Volleyball # **	Category 6	Per Person	$ 1.00	$ 1.00	
Jr. Basketball #	Category 6	Per Person	$ 60.00	$ 60.00	
New Youth Sports Programs #	Category 6	Per Person	Cost Recovery	Cost Recovery	
Cancellation /Transfer Fee	Category 6	Per Person	20%	20%	
* Denotes Fee for Late Registration	Category 6	Per Person	$ 5.00-10.00	$ 5.00-10.00	

** Excludes Program Registration Fee

# Denotes Family Discount available. See note below.

Youth/Teen Activities and Programs

Category 7 includes Youth Contract Classes and Youth Programs provided by the City which are Council approved fees to cover the direct program cost plus 15% for administrative and overhead related costs.

Program Registration Fee		Per Program	$ 2.00	$ 2.00	
Breakfast with Santa #	Category 7	Per Person	$ 6.00 - 10.00	$ 6.00 - 10.00	
Bunny Brunch #	Category 7	Per Person	$ 6.00 - 10.00	$ 6.00 - 10.00	
Holiday Chef #	Category 7	Per Person	$ 8.00 - 10.00	$ 8.00 - 10.00	
Holiday Craft #	Category 7	Per Person	$ 8.00 - 10.00	$ 8.00 - 10.00	
Camp * (Weekly) #	Category 7	Per Person	$ 85.00	$ 85.00	
Spring Chef Workshop #	Category 7	Per Person	$ 8.00 - 10.00	$ 8.00 - 10.00	
Spring Craft #	Category 7	Per Person	$ 8.00 - 10.00	$ 8.00 - 10.00	
Time for Tots - 2 Days (2 Weeks) #	Category 7	Per Person	$ 40.00	$ 40.00	
Time for Tots - 4 Days (2 Weeks) #	Category 7	Per Person	$ 52.00	$ 52.00	
T-Shirts **	Category 7	Per Shirt	$ 10.00	$ 10.00	
Sunshine Social #	Category 7	Per Person	$ 20.00	$ 20.00	
Bowling Class/League #	Category 7	Per Person	$ 50.00 - 65.00	$ 50.00 - 65.00	
New Youth/Teen Activities and Programs #	Category 7	Per Person	$ Cost Recovery	$ Cost Recovery	
Cancellation /Transfer Fee	Category 7	Per Person	20%	20%	
* Denotes Fee for Late Registration	Category 7	Per Person	$ 5.00	$ 5.00	

** Excludes Program Registration Fee

# Denotes Family Discount available. See note below.

 # -FAMILY DISCOUNT

A family discount applies when siblings are registered in the same program. The family discount only applies to non-contract programs as identified with an #. The following family discount rates apply:

1st child = Full rate
2nd Child = Receives a 15% discount
3rd Child += Receives a 10% discount

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Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Youth/Teen Classes					
Category 7 includes Youth Contract Classes and Youth Programs provided by the City which are Council approved fees to cover the direct program cost plus 15% for administrative and overhead related costs.					
Program Registration Fee		Per Program	$ 2.00	$ 2.00	
Ballet Folklorico - Youth	Category 7	Per Person	$ 22.00 - 35.00	$ 22.00 - 35.00	
Boxing - Youth	Category 7	Per Person	$ 60.00 - 70.00	$ 60.00 - 70.00	
Drawing for Kids - Youth	Category 7	Per Person	$ 30.00 - 40.00	$ 30.00 - 40.00	
Hip Hop Jazz	Category 7	Per Person	$ 32.00 - 45.00	$ 32.00 - 45.00	
Instant Piano	Category 7	Per Person	$ 25.00 - 35.00	$ 25.00 - 35.00	
Golf Clinic - Youth	Category 7	Per Person	$ 42.00 - 55.00	$ 42.00 - 55.00	
Kickboxing - Teen	Category 7	Per Person	$ 70.00	$ 70.00	
Kung Fu Art of Self Defense - Youth	Category 7	Per Person	$ 42.00 - 55.00	$ 42.00 - 55.00	
Salsa/Latin Dance - Teen	Category 7	Per Person	$ 55.00 - 85.00	$ 55.00 - 85.00	
Cancellation /Transfer Fee	Category 7	Per Person	20%	20%	
New Youth/Teen Contract Classes	Category 7	Per Person	Cost Recovery	Cost Recovery	
Senior Programs					
Category 1 includes Senior Programs provided by outside agencies at no charge to the participant, and there is no direct cost to the City. All indirect costs will be subsidized by the City.					
Bingo	Category 3	Per Person	$ 1.00 = 2 Cards add Cards = $.50 ea	$ 1.00 = 2 Cards add Cards = $.50 ea	
Breakfast, Lunch, Pizza, Picnic	Category 3	Per Person	Cost Recovery	Cost Recovery	
Bunco	Category 3	Per Person	$ 2.00	$ 2.00	
Dances	Category 3	Per Person	$ 8.00	$ 8.00	
Line Dancing	Category 11	Per Person	Contracted	Contracted	
Swap Meet	Category 3	Per Table	$ 5.00	$ 5.00	
New Senior Contract Program - Administered by Contract	Category 11	Per Person	Contracted	Contracted	
New Senior Program Provided by Outside Agencies	Category 1	Per Person	$ 0	$ 0	
New Senior Program Assisted by City Staff	Category 3	Per Person	Cost Recovery	Cost Recovery	
New Senior Programs Assisted By Volunteers	Category 2	Per Person	$ 0	$ 0	
Trips / Tours - Administered by Contract	Category 11	Per Person	Contracted	Contracted	
Special Events					
Category 8 includes Family and Community Seasonal Non-Fee Programs approved and directed by City Council to seek potential private sector sponsorship for programs in this category to cover direct program cost where possible. This may include charging a fee					
Program Registration Fee		Per Program	$ 2.00	$ 2.00	
Easter Egg Hunt	Category 8	Per Person	FREE	FREE	
Fourth of July Parade Entry **	Category 8	Per Entry	$ 30.00	$ 30.00	
Fourth of July Parade Vendor **	Category 8	Per Booth	$ 50.00	$ 50.00	
Fourth of July Festival Arts & Crafts Booth **	Category 8	Per Booth	$ 75.00	$ 75.00	
Fourth of July Festival Food Booth (Commercial) **	Category 8	Per Booth	$ 250.00	$ 250.00	
Fourth of July Festival Food Booth (Non-Profit) **	Category 8	Per Booth	$ 150.00	$ 150.00	
Fourth of July Festival Service Info Booth (Non-Profit) **	Category 8	Per Booth	$ 25.00	$ 25.00	
Fourth of July Food Booth Deposit **	Category 8	Per Booth	$ 50.00	$ 50.00	
Youth Fest	Category 8	Per Booth	FREE	FREE	
Artober Fest	Category 8	Per Booth	$ 15.00 - 25.00	$ 15.00 - 25.00	
Art au Soleil	Category 8	Per Booth	$ 15.00-25.00	$ 15.00 - 25.00	
Wine & Art Show	Category 8	Per Booth	$ 15.00 - 25.00	$ 15.00 - 25.00	

** Excludes Program Registration Fee

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Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
On-Line Registration Processing Fee (This fee is charged by the on-line provider)					
On-Line Registration has no applicable category association.					
Transactions < $150					
Percentage of Transaction cost plus			6.50% *	6.50%	
Fixed Fee per Transaction		$	0.50 *	$ 0.50	
Transactions from $150 to $500					
Percentage of Transaction cost plus			3.50%	3.50%	
Fixed Fee per Transaction		$	5.00	$ 5.00	
Transactions over $500					
Percentage of Transaction cost plus			2.50%	2.50%	
Fixed Fee per Transaction		$	10.00	$ 10.00	

* $2.00 minimum

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Section 7 - Parks and Community Services

Park Reservations

Non-Resident Fees: Fees for Non-Residents to participate in Recreation Programs and Services will be charged at full cost recovery, which is the Resident Fee plus 30%.

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Athletic Field Reservation					
Non-Profit Youth Groups per field	N/A	2 Hour min.	$ 2.00	$ 2.00	
Adult Non-Profit Groups and Unorganized Group Play per field	N/A	Per Hour	$ 5.00	$ 5.00	
Adult & Youth Sports play by Private Groups	N/A	Per Hour	$ 10.00	$ 10.00	
Organized Commercial (For Profit) Groups (per field)	N/A	Per Hour	$ 50.00	$ 50.00	
Field Preparation - not included - cost recovery of staff overtime	N/A	Per Hour	$ 50.00	$ 75.00	
Cancellation /Transfer Fee	N/A	N/A	20%	20%	
Athletic Field Lighting					
All Users (This does not include adult groups at Moreno Valley Community Park)	N/A	Per Hour	$ 15.00	$ 15.00	
Adult groups at Moreno Valley Community Park	N/A	Per Hour	$	$ 18.00	NEW
Snack Bar (4 Hours or Less Play)					
Moreno Valley Youth and Non-Profit Groups	N/A	Per Day	$ 20.00	$ 20.00	
Moreno Valley Youth and Non-Profit Groups	N/A	Per Evening *	$ 10.00	$ 10.00	
Cleaning Deposit Fee (required for all groups)	N/A	Per Rental	$ 125.00	$ 125.00	
Key Deposit (required for all groups)	N/A	Per Group	$ 25.00	$ 25.00	
Storage Unit Rental					
Storage Units	N/A	Per Month	$ 35.00	$ 35.00	
Over 4 Hour Play					
Field Reservation/Non-Profit (First field preparation included.)	N/A	Per Field	$ 100.00	$ 100.00	
Field Reservation/ Private Group (First field preparation included.)	N/A	Per Field	$ 175.00	$ 175.00	
Field Preparation - Weekday-Cost Recovery	N/A	Per Field	$ 50.00	$ 75.00	
Field Preparation - Weekend	N/A	Per Field	$	$ 115.00	NEW
Mound Drop and Removal	N/A	Per Event	$ 175.00- 300.00	$ 175.00- 300.00	
Admission Gate (Pre-Approved by Director)	N/A	Per Event	25% of gate	25% of gate revenue	
Snackbar Cleaning Deposit Fee (required for all groups)	N/A	Per Event	$ 200.00	$ 200.00	
Snackbar	N/A	Per Day	$ 50.00	$ 50.00	
Vendor Fee	N/A	Per Event	$ 100.00	$ 100.00	
Facility Deposit	N/A	N/A	$ 100.00	$ 100.00	
Cancellation/Transfer Fee	N/A	N/A	20%	20%	

Gate Admission Must be Pre-Approved by Director Per Event

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Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Park Fees					
Park Reservation for Special Events	N/A	Per Day	$ 50.00	$ 50.00	
Park Reservation for Park Area	N/A	Per Day	$ 25.00	25.00	
Picnic Shelter Small (1-2 Tables)	N/A	Per Day	$ 37.00	$ 37.00	
Picnic Shelter Medium (3-6 Tables)	N/A	Per Day	$ 80.00	$ 80.00	
Picnic Shelter Large (Over 6 Tables)	N/A	Per Day	$ 156.00	$ 156.00	
Cleaning/Security Deposit	N/A	Per Day	$ 75.00	$ 75.00	
Special Event Permit	N/A	Per Day	$ 207.00	$ 207.00	
Cancellation/Transfer Fee	N/A	N/A	20%	20%	
Electrical Use		Per Day	$ 35.00	$ 35.00	
Valley Skate Park and Soccer Arena					
Helmet Rental	N/A	Per Person	$ 3.00	$ 3.00	
Helmet Deposit (ID Required or $20 Deposit)	N/A	Per Person	$ 20.00	$ 20.00	
Instructional Clinics/Lessons Per Session	N/A	Per Person	$ 5.00-20.00	$ 5.00-20.00	
Skate Park and Arena Soccer Session Entry Fee					
Youth	NA	Per Session	$ 2.00	$ 2.00	
Adult	NA	Per Session	$ 4.00	$ 4.00	
Soccer Arena Rental	NA	Per Hour	$ 5.00-50.00	$ 5.00-50.00	
Arena Soccer League					
Youth	NA	Per Team	$ 50.00-100.00	$ 50.00-100.00	
Adult	NA	Per Team	$ 300.00-500.00	$ 300.00-500.00	
Lights	NA	Half Hour	$ 7.50	$ 7.50	
School District Arena Rental	NA	Per Team	$ Cost Recovery for Staff	$ Cost Recovery for Staff	
Golf Course					
Golf Course Fees:					
Adult - 18 Holes (Mon. - Fri.)	N/A	Per Person	$ 11.00	$ 13.00	
~~Adult - 18 Holes Twilight Rate (after 2PM)~~	~~N/A~~	~~Per Person~~	~~$~~	~~$ 10.00~~	NEW
Adult - 9 Holes (Mon. - Fri.)	N/A	Per Person	$ 8.00	$ 9.00	
~~Adult - 9 Holes Twilight Rate (After 2PM)~~	~~N/A~~	~~Per Person~~	~~$~~	~~$ 6.00~~	NEW
Seniors 55 & Over - 18 Holes (Mon. - Fri.)	N/A	Per Person	$ 9.00	$ 11.00	
~~Seniors 55 & Over - 18 Holes Twilight Rate (After 2PM)~~	~~N/A~~	~~Per Person~~	~~$~~	~~$ 10.00~~	NEW
Seniors 55 & Over - 9 Holes (Mon. - Fri.)	N/A	Per Person	$ 6.50	$ 7.00	
~~Seniors 55 & Over - 9 Holes Twilight Rate (After 2PM)~~	~~N/A~~	~~Per Person~~	~~$~~	~~$ 6.00~~	
Adult & Seniors 18 Holes - Weekends, Holidays, Tournament Play	N/A	Per Person	$ 14.00	$ 15.00	NEW
Adult & Seniors 9 Holes - Weekends, Holidays, Tournament Play	N/A	Per Person	$ 9.50	$ 11.00	
Students Under 18 - 18 Holes (Mon. - Fri.)	N/A	Per Person	$ 9.00	$ 8.00	
~~Students Under 18 - 18 Holes Twilight Rates (After 2PM)~~	~~N/A~~	~~Per Person~~	~~$~~	~~$ 8.00~~	NEW
Students Under 18 - 9 Holes (Mon. - Fri.)	N/A	Per Person	$ 6.50	$ 5.00	
~~Students Under 18 - 9 Holes Twilight Rates (After 2PM)~~	~~N/A~~	~~Per Person~~	~~$~~	~~$ 5.00~~	NEW
~~Students Under 18 - 18 Holes (Weekends, Holidays, Tournament~~	~~N/A~~	~~Per Person~~	~~$~~	~~$ 9.00~~	NEW
~~Students Under 18 - 9 Holes (Weekends, Holidays, Tournament~~	~~N/A~~	~~Per Person~~	~~$~~	~~$ 7.00~~	NEW
Cart Rental	N/A	Per Cart	$ 2.50	$ 3.00	
Club Rental	N/A	Per Set	$ 5.00	$ 5.00	
Replay for Additional 9-Holes	N/A	Per Person	$	$ 5.00	NEW
~~Locker Rentals -- with Monthly Card~~	~~N/A~~	~~Per Person~~	~~$ 5.00~~	~~$ 5.00~~	DELETE
~~Locker Rentals -- without Monthly Card~~	~~N/A~~	~~Per Person~~	~~$ 10.00~~	~~$ 10.00~~	DELETE

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Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Golf Course Specials					
Punch Cards: Adults = Ten 9-Hole Rounds (Mon-Fri)	N/A	Per Card	$ 75.00	$ 60.00	
Punch Cards: Seniors = Ten 9-Hole Rounds (Mon-Fri)	N/A	Per Card	$ 50.00	$ 50.00	
Punch Cards: ~~Juniors~~ Students = Ten 9-Hole Rounds (Mon-Fri)	N/A	Per Card	$ 50.00	$ 35.00	
Punch Cards: Adults = Ten 9-Hole Rounds (Any Day)	N/A	Per Card	$	$ 75.00	NEW
Punch Cards: Seniors = Ten 9-Hole Rounds (Any Date)	N/A	Per Card	$	$ 75.00	NEW
Punch Cards: Students = Ten 9-Hole Rounds (Any Day)	N/A	Per Card	$	$ 50.00	NEW
Punch Cards: Adults = Ten 18-Hole Rounds (Mon-Fri)	N/A	Per Card	$	$ 90.00	NEW
Punch Cards: Seniors = Ten 18-Hole Rounds (Mon-Fri)	N/A	Per Card	$	$ 75.00	NEW
Punch Cards: Students = Ten 18-Hole Rounds (Mon-Fri)	N/A	Per Card	$	$ 55.00	NEW
Punch Cards: Adults = Ten 18-Hole Rounds (Any Day)	N/A	Per Card	$	$ 100.00	NEW
Punch Cards: Seniors = Ten 18-Hole Rounds (Any Date)	N/A	Per Card	$	$ 100.00	NEW
Punch Cards: Students = Ten 18-Hole Rounds (Any Day)	N/A	Per Card	$	$ 60.00	NEW
~~Youth After School Cards – 3 months – (Local schools + up to 17 yrs old) M – F = 3 pm until dusk~~	~~N/A~~	~~Per Person~~	~~$ 90.00~~	~~$ 90.00~~	DELETE
Monthly Cards: Seniors (Mon.-Fri.) Unlimited Play	N/A	Per Person	$ 65.00	$ 75.00	
Monthly Cards: ~~Juniors~~ Students (Mon.-Fri.) Unlimited Play	N/A	Per Person	$ 65.00	$ 75.00	
Monthly Cards: Adults (Mon.-Fri.) Unlimited Play	N/A	Per Person	$ 90.00	$ 75.00	
~~Monthly Cards: Family of 4 (Mon.-Fri.) Unlimited Play~~	~~N/A~~	~~Per Group~~	~~$ 170.00~~	~~$ 170.00~~	DELETE

Section 7 - Parks and Community Services

Facility Rental

Senior Center

User Group	Classification	Room	Minimum Time	Comments	Unit	Fee	Proposed Fee
Group 1	City sponsored/conducted events, governmental agencies (Federal, State, County) and educational institutions with reciprocal arrangements (defined below)	Banquet Room	4 hours	Monday through Thursday (with Kitchen)	Per Hour	$ 10.00	$ 10.00
		Banquet Room with Patio	4 hours	Monday through Thursday (with Kitchen)	Per Hour	$ 20.00	$ 20.00
		Banquet Room	2 hours	Friday through Sunday (with Kitchen)	Per Hour	$ 20.00	$ 20.00
		Banquet Room with Patio	2 hours	Friday through Sunday (with Kitchen)	Per Hour	$ 35.00	$ 35.00
		Classroom I and II	2 hours	Monday through Thursday	Per Hour	-	-
		Classroom I or II	2 hours	Monday through Thursday	Per Hour	-	-
		Arts & Crafts I and II	2 hours	Monday through Thursday	Per Hour	-	-
		Arts & Crafts I or II	2 hours	Monday through Thursday	Per Hour	-	-
					Service/Facility fees may apply		Service/Facility fees may apply
Group 2	City of Moreno Valley resident, non-profit resident organization, Moreno Valley commercial groups for social activities, government agencies (Federal, State, County) and educational institutions. Proof of residency may be required.	Banquet Room	4 hours	Monday through Thursday	Per Hour	$ 45.00	$ 45.00
		Banquet Room with Patio	4 hours	Monday through Thursday (with Kitchen)	Per Hour	$ 90.00	$ 90.00
		Banquet Room	2 hours	Friday through Sunday	Per Hour	$ 100.00	$ 100.00
		Banquet Room with Patio	2 hours	Friday through Sunday (with Kitchen)	Per Hour	$ 175.00	$ 175.00
		Classroom I and II	2 hours	Monday through Thursday	Per Hour	$ 55.00	$ 55.00
		Classroom I or II	2 hours	Monday through Thursday	Per Hour	$ 40.00	$ 40.00
		Arts & Crafts I and II	2 hours	Monday through Thursday	Per Hour	$ 45.00	$ 45.00
		Arts & Crafts I or II	2 hours	Monday through Thursday	Per Hour	$ 30.00	$ 30.00
					Service/Facility fees may apply		Service/Facility fees may apply
Group 3	Non-Resident and non-resident non-profit agencies. Proof of non-profit status may be required. Commercial use.	Banquet Room	4 hours	Monday through Thursday	Per Hour	$ 100.00	$ 100.00
		Banquet Room with Patio	4 hours	Monday through Thursday (with Kitchen)	Per Hour	$ 175.00	$ 175.00
		Banquet Room	2 hours	Friday through Sunday	Per Hour	$ 175.00	$ 175.00
		Banquet Room with Patio	2 hours	Friday through Sunday (with Kitchen)	Per Hour	$ 300.00	$ 300.00
		Classroom I and II	2 hours	Monday through Thursday	Per Hour	$ 125.00	$ 125.00
		Classroom I or II	2 hours	Monday through Thursday	Per Hour	$ 68.00	$ 68.00
		Arts & Crafts I and II	2 hours	Monday through Thursday	Per Hour	$ 100.00	$ 100.00
		Arts & Crafts I or II	2 hours	Monday through Thursday	Per Hour	$ 58.00	$ 58.00
					Service/Facility fees may apply		Service/Facility fees may apply

Service/Facility		Current Fee	Proposed Fee
Refundable Cleaning / Security Deposit		$ 300.00	$ 300.00
Setup / Reset Charge (if applicable)		$ 75.00	$ 75.00
Main Kitchen (Only)		$ 100.00	$ 100.00
Cleaning		$130.00 - $150.00	$130.00 - $150.00
Decorating	Per Hour	$ 25.00	$ 25.00
Overtime Staff Charge	Per Hour	Cost Recovery	Cost Recovery
Staff Time	Per Hour	$20.00 - $30.00	$20.00 - $30.00
Security Services	Per Hour	$20.00 - $25.00	$20.00 - $25.00
False Fire / Police Alarm penalty (per each false alarm)	Per False Alarm	$ 200.00	$ 200.00
False Alarm - Fire penalty	Per False Alarm	$ 28.00	$ 28.00
False Alarm - Police penalty	Per Hour	$ 150.00	$ 150.00
Insurance		Cost Recovery	Cost Recovery
Cancellation Fee		$ 300.00	$ 300.00

RECIPROCAL ARRANGEMENTS

Reciprocal arrangements are defined as a relationship of mutual facility use between the City of Moreno Valley and/or Moreno Valley Community Services District and governmental, educational agencies or resident non-profit organizations. Where reciprocal arrangements exist, no rental fee will be charged. However, cost recovery for staff and/or extraordinary expenses will be passed on to the user.

MV00195258

Section 7 - Parks and Community Services

Towngate Community Center

User Group	Classification	Room	Minimum Time	Comments	Unit	Current Fee	Proposed Fee
Group 1	City sponsored/conducted events, governmental agencies (Federal, State, County) and educational institutions with reciprocal arrangements (defined below)	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday	Per Hour	$ 15.00	$ 15.00
			4 hours	Friday through Sunday	Per Hour	$ 15.00	$ 15.00
				Service/Facility fees may apply			Service/Facility fees may apply
Group 2	City of Moreno Valley resident, non-profit resident organization, Moreno Valley commercial groups for social activities, government agencies (Federal, State, County) and educational institutions. Proof of residency may be required.	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday	Per Hour	$ 60.00	$ 60.00
			4 Hours	Friday through Sunday	Per Hour	$ 70.00	$ 70.00
				Service/Facility fees may apply			Service/Facility fees may apply
Group 3	Non-Resident and non-resident non-profit agencies. Proof of non-profit status may be required. Commercial use.	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday	Per Hour	$ 80.00	$ 80.00
			4 Hours	Friday through Sunday	Per Hour	$ 90.00	$ 90.00
				Service/Facility fees may apply			Service/Facility fees may apply
Group 4	Resident of Renaissance Park Housing Development	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday			
				First two hours	Per Hour	$ 25.00	$ 25.00
				Thereafter	Per Hour	$ 60.00	$ 60.00
			4 Hours	Friday through Sunday			
				First two hours	Per Hour	$ 18.00	$ 18.00
				Thereafter	Per Hour	$ 70.00	$ 70.00
				Service/Facility fees may apply			Service/Facility fees may apply

Service/Facility	Unit	Current Fee	Proposed Fee
Refundable Security Deposit	Per Hour	$ 200.00	$ 200.00
Setup/Reset Charge (if applicable)		$ 25.00	$ 25.00
Cleaning Fee		$130.00 - $150.00	$130.00 - $150.00
Cancellation Fee		$ 200.00	$ 200.00
Staff Regular Time	Per Hour	$20.00 - $30.00	$20.00 - $30.00
Staff Overtime		Cost Recovery	Cost Recovery
Decorating	Per Hour	$ 25.00	$ 25.00
Set-up Time and Tear Down of Event	Per Hour	$ 25.00	$ 25.00
False Alarm - Fire	Per Alarm	$ 200.00	$ 200.00
False Alarm - Police	Per Alarm	$ 28.00	$ 28.00
Unscheduled Program Use	Per Hour	$ 100.00	$ 100.00
Security Services	Per Hour	$20.00 - $25.00	$20.00 - $25.00

RECIPROCAL ARRANGEMENTS

Reciprocal arrangements are defined as a relationship of mutual facility use between the City of Moreno Valley and/or Moreno Valley Community Services District and governmental, educational agencies or resident non-profit organizations. Where reciprocal arrangements exist, no rental fee will be charged. However, cost recovery for staff and/or extraordinary expenses will be passed on to the user.

MV00195259

Section 7 - Parks and Community Services

Conference and Recreation Center

User Group	Classification	Room	Minimum Time	Comments	Unit	Current Fee	Proposed Fee
Group 1	City sponsored/conducted events	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 25.00	$ 25.00
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 25.00	$ 25.00
		Grand Valley Ballroom with small patio or large patio	3 Hours	Friday evening beginning at 5:00 pm and Sunday	Per Hour	$ 250.00	$ 250.00
		Grand Valley Ballroom with small patio or large patio	3 Hours	Saturday	Per Hour	$ 300.00	$ 300.00
		Alessandro Room	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 12.00	$ 12.00
		Alessandro Room	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 12.00	$ 12.00
		Dance Studio	2 Hours	Monday through Sunday	Per Hour	$ 12.00	$ 12.00
		Gymnasium	2 Hours	Monday through Sunday	Per Hour	$ 12.00	$ 12.00
		Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	$ 25.00	$ 25.00
		Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	$ 25.00	$ 25.00
					Service/Facility fees may apply		Service/Facility fees may apply
2	Federal, State, County and Educational Institutions.	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 144.00	$ 144.00
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 144.00	$ 144.00
		Grand Valley Ballroom with small patio	3 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	$ 250.00	$ 250.00
		Grand Valley Ballroom with small patio	3 Hours	Saturday	Per Hour	$ 300.00	$ 300.00
		Grand Valley Ballroom with large patio	2 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	$ 300.00	$ 300.00
		Grand Valley Ballroom with large patio	3 Hours	Saturday	Per Hour	$ 350.00	$ 350.00
		Alessandro Room (Full)	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 50.00	$ 50.00
		Alessandro Room (Half)	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 25.00	$ 25.00
		Alessandro Room (Half)	2 Hours	Long Term Rental 2-12 months	Per Hour	$ 20.00	$ 20.00
		Alessandro Room (Full)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 50.00	$ 50.00
		Alessandro Room (Half)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 25.00	$ 25.00
		Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	$ 25.00	$ 25.00
		Dance Studio	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 30.00	$ 30.00
		Dance Studio	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 45.00	$ 45.00
		Entire Gymnasium	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 50.00	$ 50.00
		Half Gymnasium	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 25.00	$ 25.00
		Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	$ 40.00	$ 40.00
					Service/Facility fees may apply		
Group 3	City of Moreno Valley resident, non-profit resident organization, Moreno Valley commercial groups for social activities.- Proof of residency may be required.	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 160.00	$ 160.00
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 210.00	$ 210.00
		Grand Valley Ballroom with small patio	3 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	$ 250.00	$ 250.00
		Grand Valley Ballroom with small patio	3 Hours	Saturday	Per Hour	$ 300.00	$ 300.00
		Grand Valley Ballroom with small patio-attendance under 200	3 Hours	Saturday	Per Hour	$ 250.00	$ 250.00
		Grand Valley Ballroom with large patio	2 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	$ 300.00	$ 300.00
		Grand Valley Ballroom with large patio	3 Hours	Saturday	Per Hour	$ 350.00	$ 350.00
		Alessandro Room (Full)	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 50.00	$ 50.00
		Alessandro Room (Half)	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 25.00	$ 25.00
		Alessandro Room (Half)	2 Hours	Long Term Rental 2-12 months	Per Hour	$ 20.00	$ 20.00
		Alessandro Room (Full)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 50.00	$ 50.00
		Alessandro Room (Half)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 25.00	$ 25.00
		Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	$ 25.00	$ 25.00
		Dance Studio	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 30.00	$ 30.00
		Dance Studio	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 45.00	$ 45.00
		Entire Gymnasium	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 50.00	$ 50.00
		Half Gymnasium	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 25.00	$ 25.00

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Section 7 - Parks and Community Services

Conference and Recreation Center (Cont.)

User Group	Classification	Room	Minimum Time	Comments	Unit	Current Fee	Proposed Fee
		Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	$ 40.00	$ 40.00
						Service/Facility fees may apply	Service/Facility fees may apply
Group 4	Non-Resident and non-resident non-profit agencies. Proof of non-profit status may be required. Commercial use.	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 200.00	$ 200.00
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 250.00	$ 250.00
		Grand Valley Ballroom with small patio	2 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	$ 350.00	$ 350.00
		Grand Valley Ballroom with small patio	3 Hours	Saturday	Per Hour	$ 400.00	$ 400.00
		Grand Valley Ballroom with small patio - Long Term Rental (2 to 12 months)	3 Hours	Saturday	Per Hour	$ 160.00	$ 160.00
		Grand Valley Ballroom with large patio	3 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	$ 350.00	$ 350.00
		Grand Valley Ballroom with large patio	3 Hours	Saturday	Per Hour	$ 400.00	$ 400.00
		Alessandro Room (Full)	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 75.00	$ 75.00
		Alessandro Room (Half)	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 40.00	$ 40.00
		Alessandro Room (Half)	2 Hours	Long Term Rental 2-12 months	Per Hour	$ 20.00	$ 20.00
		Alessandro Room (Full)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 75.00	$ 75.00
		Alessandro Room (Half)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 40.00	$ 40.00
		Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	$ 40.00	$ 40.00
		Dance Studio	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 75.00	$ 75.00
		Dance Studio	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 110.00	$ 110.00
		Entire Gymnasium	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 100.00	$ 100.00
		Half Gymnasium	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 50.00	$ 50.00
		Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	$ 40.00	$ 40.00
						Service/Facility fees may apply	Service/Facility fees may apply

Service/Facility		Unit	Current Fee	Proposed Fee
Grand Valley Ballroom Refundable Security Deposit for Groups 3 and 4			$200.00 - $750.00	$200.00-$750.00
Grand Valley Ballroom Refundable Security Deposit for Group 2 (Dependent on Event Liability)			$ -	$ -
Alessandro Room Refundable Security Deposit			$ 100.00	$ 100.00
Frank E. Brown Room Refundable Security Deposit			$ 100.00	$ 100.00
Dance Studio Refundable Security Deposit			$250.00 - $500.00	$250.00 - $500.00
Gymnasium Refundable Security Deposit			$250.00 - $500.00	$250.00 - $500.00
Grand Valley Ballroom Set-up Time and Tear Down of Event Minimum of one hour prior and one hour following event. Maximum of two hours.		Per Hour	$ 31.00	$ 31.00
Alessandro Room Set-up Time and Tear Down of Event Minimum of one hour prior and one hour following event. Maximum of two hours.		Per Hour	$ 25.00	$ 25.00
Scoreboard and Controller		Per Day	$ 20.00	$ 20.00
Extended Facility Use	Entire Gymnasium	Per Hour	$ 100.00	$ 100.00
	Half Gymnasium	Per Hour	$ 50.00	$ 50.00
	Grand Valley Ballroom	Per Hour	$ 450.00	$ 450.00
False Alarm - Fire		Per Alarm	$ 200.00	$ 200.00
False Alarm - Police		Per Alarm	$ 28.00	$ 28.00
Cleaning Fee			$200.00 - $230.00	$200.00 - $230.00
Unscheduled Program Use		Per Hour	$ 100.00	$ 100.00
Insurance			Cost Recovery	Cost Recovery
Decorating		Per Hour	$ 31.00	$ 31.00
Audio Visual Technician		Per Hour	$35.00 - $45.00	$35.00 - $45.00
Staff Time		Per Hour	$20.00 - $30.00	$20.00 - $30.00
Staff Overtime (per hour)			Cost Recovery	Cost Recovery
Security Services		Per Hour/Per Guard	$20.00 - $25.00	$20.00 - $25.00

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Section 7 - Parks and Community Services

Conference and Recreation Center (Cont.)

Equipment Rental	Current Fee	Proposed Fee
TV/VCR/DVD	$25	$25
Coffee Pot (12 cup)	$6	$6
Coffee Pot (55 cup)	$20	$20
Coffee Pot (100 cup)	$40	$40
Linen Rental	$5	$5
AV Projector	$25	$25
Overhead Projector	$20	$20
Microphone (cordless)	$25	$25
Deluxe Sound System (small system available at no charge)	$100	$100
Dance Floor - 500 sq.ft. thru 1000 sq. ft. (includes set-up)	$200	$200
Easel	$10	$10
Flags	No charge	No charge
Gymnasium Floor Covering	$1,300	$1,300
Platform Lights	$100.00 - $200.00	$100.00 - $200.00
Portable Bar	$50	$50
Projection Screen	No charge	No charge
Podium with microphone	No charge	No charge

* Tables and chairs are included in the room rental fee.
* Linens, cutlery, decorations, and patio furniture are not included with the room rental fee.
* Replacement fee will be assessed if equipment is damaged or destroyed.
* Rental equipment fees are subject to change without notice.
* Fees are subject to cost recovery charges.

RECIPROCAL ARRANGEMENTS

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Section 7 - Parks and Community Services

Mobile Stage Unit

Categories	Mandatory Staff Fee: Stage Unit with Platforms (3 staff)	Mandatory Staff Fee: (2 staff)	Refundable Cleaning Deposit	Unit	Current Fee	Proposed Fee
Category I	Cost Recovery	Cost Recovery				
			No Charge		No Charge	No Charge
Category II						
Within Moreno Valley City Boundaries	Cost Recovery	Cost Recovery	$ 100.00	Per Day	$ 135.00	$ 135.00
Boundaries Outside of Moreno Valley	Cost Recovery	Cost Recovery	$ 100.00	Per Day	$ 575.00	$ 575.00
Category III						
	Cost Recovery	Cost Recovery	$ 100.00	Per Day	$ 125.00	$ 125.00
Category IV						
	Cost Recovery	Cost Recovery	$ 100.00	Per Day	$ 335.00	$ 335.00
Category V						
Within boundaries of Moreno Valley	Cost Recovery	Cost Recovery	$ 100.00	Per Day	$ 560.00	$ 560.00
Outside of boundaries of Moreno Valley	Cost Recovery	Cost Recovery	$ 100.00	Per Day	$ 600.00	$ 600.00

CATEGORY DEFINITIONS	
Category I:	Parks and Community Services Department, City sponsored and/or city co-sponsored events.
Category II:	Other governmental agencies (city, county, federal or state) and educational institutions (school districts).
Category III:	A Moreno Valley based non-profit service organization that holds monthly meetings within the City of Moreno Valley's city boundaries. Organization must have a City of Moreno Valley mailing address. Organization's primary purpose must be charity, youth development, cultural enrichment, or civic improvement; and must show proof of non-profit status (Section 501(c)(3) and 501(c)(4) of Internal Revenue Code). Organization must show a viable organizational structure including with the application a listing of board officers' names, addresses and telephone numbers.
Category IV:	Moreno Valley businesses located within the City of Moreno Valley's city boundaries.
Category V:	Non-Moreno Valley based businesses and non-profit organizations.

MOBILE STAGE UNIT MISCELLANEOUS INFORMATION

DIMENSIONS Stage When Extended	
Interior Length	36'
Interior Depth	13', 6"
Body of Mobile Stage Unit	
Width	8 feet
Length	40', 45' hitch
Height of Back Wall	92" or 7'-8'
Platforms	
Extra Stage - Total of 9 Each	4' X 8'

AMENITIES INCLUDED IN MOBILE STAGE UNIT COST

Skirting around mobile stage unit

Generator

OPTIONAL AMENITIES

Sound System available at an additional cost of $50.00 per day plus $100.00 refundable security / deposit.

Sound System include Amplifier - Includes 8 Channels

Two (2) Large speakers with stands

Two (2) microphones with stands

Tape deck

MV00195263

Section 7 - Parks and Community Services

Equestrian Center

User Group	Classification		Current Fee		Proposed Fee
Group 1	City sponsored/conducted events, non-profit organizations, governmental agencies (Federal, State, County) and Educational Institutions with reciprocal arrangements (defined below).		$ 0	*	$ 0
Group 2	City of Moreno Valley resident (proof of residency may be required), resident non-profit organization (proof of residency may be required), governmental agencies (Federal, State, County) and Education Institutions.		$ 100.00	*	$ 100.00
Group 3	Moreno Valley commercial groups - social activities.	Per Day	$ 125.00	*	$ 125.00
Group 4	Non-Resident, non-profit, (proof of non-profit status may be required).	Per Day	$ 125.00	*	$ 125.00
Group 5	Resident, commercial use for profit.	Per Day	$ 125.00	*	$ 125.00
Group 6	Non-Resident, commercial use for profit.	Per Day	$ 125.00	*	$ 125.00

*Service/Facility Use Fees may apply

SERVICE / FACILITY USE FEES

Service / Facility	Current Fee	Proposed Fee
Refundable Security Deposit	$ 300.00	$ 300.00
Tractoring Fee (if applicable), each	$ 100.00	$ 100.00
Standby Tractoring Fee	$ 50.00	$ 50.00
Water Key Deposit	$ 25.00	$ 25.00
Lighting	$ 15.00	
Cancellation	$ 25.00	$ 25.00
Staff Overtime (per hour)	Cost Recovery	Cost Recovery

RECIPROCAL ARRANGEMENTS

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Cottonwood Banquet Room

Room	Classification		Current Fee		Proposed Fee	
Banquet Room	Friday through Saturday (Minimum Time 4 hours)	per Hour	$ 0	*	$ 50.00	NEW
Banquet Room	Monday through Thursday (Minimum Time 2 hours)	Per Hour	$ 0	*	$ 40.00	NEW

*Service/Facility Use Fees may apply

SERVICE / FACILITY USE FEES

Service / Facility		Current Fee	Proposed Fee	
Refundable Cleaning/Security Deposit		$ -	$ 200.00	NEW
Setup/Reset Charge	per Hour	$ -	$ 25.00	NEW
Cleaning		$ -	Cost Recovery	NEW
Decorating	per Hour	$ -	$ 25.00	NEW
Staff Charge	per Hour	$ -	$ 25.00	NEW
Other Security Services	per Hour	$ -	$ 20.00	NEW
Unscheduled Program Use	per Hour	$ -	$ 90.00	NEW
Cancellation Fee	per Hour	$ -	$ 200.00	NEW

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Section 8 - Police

	Unit	Current Fee		Proposed Fee	Comments on Proposed Changes to Fees
ABC Letter (Alcohol Beverage Control Letter)	Each	$ 20.00		$ 20.00	
Administrative Citations					
1st Offense		$ 100.00	MC 1.01.230	$ 100.00	
2nd Offense		$ 200.00	MC 1.01.230	$ 200.00	
3rd Offense		$ 500.00	MC 1.01.230	$ 500.00	
Bingo Permit	Annual	$ 50.00	Fee set by PC 326.5/Ord 611 11.50.050	$ 50.00	
Certification of Police Records	Each	$ 5.00		$ 5.00	
Clearance Letter	Each	$ 10.00	GC6253(b)	$ 10.00	
Citation Sign-off for Non-Resident	Each	$ 15.00	GC26746.1	$ 15.00	
Concealed Weapons Permit	Processed by the Riverside County Sheriff's Department				
Explosive Permit (fingerprinting)	See Fingerprinting: Live Scan				
False Alarm Response					
Burglary	per Occurrence	$ 31.00		$ 32.00	
Robbery	per Occurrence	$ 123.00		$ 125.00	
Fingerprinting (Live Scan)					
Processing through DOJ and FBI	per Set	$ 49.00	Fee set by DOJ and FBI	$ 49.00	
Processing through DOJ	per Set	$ 32.00	Fee set by DOJ	$ 32.00	
Processing fee	per Set	$ 10.00	PC 13300(e)	$ 10.00	
Juvenile Daytime Curfew Ordinance Police Service Fee (plus fine amount)		$ 30.00	MC 11.05.080	$ 30.00	
Photographs					
Photographs: Traffic Collisions (3"x5" or 8"x10")*	Each	$ 22.00		$ 22.00	
Color Copy of Digital Photo	Each	$ 5.00		$ 5.00	
Mug Shot/Booking Photo	Each	$ 5.00		$ 5.00	

MV00195265

Section 8 - Police

	Unit	Current Fee		Proposed Fee	Comments on Proposed Changes to Fees
Police Services at Public Event					
Police Sergeant	per Hour	$ 95.37	Fully burdened City cost per contract	$ 95.37	Fully burdened City cost per contract
Police Officer	per Hour	$ 70.67	Fully burdened City cost per contract	$ 70.67	Fully burdened City cost per contract
Community Services Officer	per Hour	$ 48.35	Fully burdened City cost per contract	$ 48.35	Fully burdened City cost per contract
Reports					
Collision and Crime	up to 10 pages	$ 5.00		$ 5.00	
	each additional page	$ 0.20		$ 0.20	
Repossession Fee		$ 15.00	Fee set by GC26751 & GC41612	$ 15.00	
Second Hand Dealers License					
State Initial License		$ 195.00	Bus & Prof Code 21641	$ 300.00	BASED ON BUS & PROF CODE
Renewal		$ 12.00	Bus & Prof Code 21642	$ 300.00	BASED ON BUS & PROF CODE
Fingerprinting (Live Scan)		$ 32.00	Fee set by DOJ	$ 32.00	
Live Scan processing fee		$ 10.00	PC 13300(e)	$ 10.00	
Security Clearance Information Act (SCIA) - Local Records Check		$ 5.00	Federal Statute Title 5 Chapter 91 Section 9101	$ 5.00	
Taxicab					
Application Processing	Annual	$ 156.00		$ 159.00	
Taxicab Driver Permit	Annual / per Driver	$ 11.00		$ 11.00	
Taxicab Permit	Annual / per Taxicab	$ 11.00		$ 11.00	
Fingerprinting/Background Check		See Fingerprinting: Live Scan			
Tow Truck					
Driver Fee	Annual	$ 25.00		$ 26.00	
Fingerprinting/Background Check		See Fingerprinting: Live Scan			
Vehicle Release		$ 120.00		$ 120.00	
Massage					
Appeal Fee (Operator and technician)		$ 143.00		$ 146.00	
Application Fee and Renewal		$ 13.00		$ 13.00	
Inspection Fee		$ 139.00		$ 142.00	
Background Check, Fingerprinting and photo					
Initial		$ 172.00		$ 175.00	
Renewal		$ 69.00		$ 70.00	
Testing Fee (Operator and technician)		$ 96.00		$ 98.00	

MV00195266

Section 9 - Public Works

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Administration				
Plans and Specification Fee (non-refundable)		Actual cost ($10 min)	Actual cost ($10 min)	
Copy of Capital Improvement Plan	Each	Actual City Cost	Actual City Cost	
Solid Waste				
Self Haul Permit (Solid Waste)	Each	$ 41.00	$ 42.00	

MV00195267

Section 9 - Public Works

Electric Utility

	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
PLAN CHECKING AND INSPECTION/TESTING FEES			
Upon submittal of improvement plan(s) for a project's electrical distribution system, line extension facilities and/or structures for plan review, the submittal shall be accompanied with a deposit of an amount equal to 3.25% of the engineer's estimated construction costs for improvements. Prior to second submittal of improvement plans, the City Engineer will approve a final cost for improvements and a plan review fee will be established. From this final fee, the deposit will be deducted. This fee shall be paid prior to the second submittal of the improvement plan(s).			
Improvement Plans (Total cost of construction)			
Off-Site & On-Site 1-3 submittals			
First $20,000	4.00%	4.00%	
Next $80,000	3.50%	3.50%	
Over $100,000	3.25%	3.25%	
4th and subsequent submittals per sheet	$248/sheet or as directed by City Engineer	$248/sheet or as directed by City Engineer	
Revisions (Improvement Plans)			
Minor per sheet	$ 261.00	$ 261.00	
Major per sheet (minimum fee)	$ 269.00	$ 269.00	
Inspection and Testing (Total cost of construction)			
Off-Site & On-Site			
First $20,000	4.00%	4.00%	
Next $80,000	3.50%	3.50%	
Over $100,000	3.25%	3.25%	

RATE SCHEDULE & CHART OF CHARGES AND FEES

The chart of Moreno Valley Electric Utility charges and fees are located in the *City of Moreno Valley Electric Service Rules, Fees and Charges* document. Moreno Valley Electric Utility rates are located in the *Moreno Valley Electric Rates* document. Both documents are approved by the City Council under separate consideration and are available online at http://www.moval.org/resident_services/utilities/rate-tariff.shtml or from the MVU Office.

MV00195268

Section 9 - Public Works

Maintenance and Operations

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Private Residence Tree Removal (Service not available on request; service will only be performed when required as determined by Public Works, Maintenance and Operations Division)	Each	$ 280.00	$ 286.00	

MV00195269

Section 9 - Public Works

Transportation Engineering

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Permit Parking Program						
Application Fee	Each	$ 93.00		$ 95.00		
Special Traffic Count						
Daily Directional	per Count	$ 141.00		$ 144.00		
Daily Non-Directional	per Count	$ 70.00		$ 71.00		
Peak Hour Intersectional	per Count	$ 49.00		$ 50.00		
Speed Study						
Radar		$ 53.00		$ 54.00		
Speed Profile (2 tubes, 1 machine)		$ 197.00		$ 201.00		
Special Traffic Curb Painting	Deposit	$ 178.00	Actual charge is "fully burdened" rate charge	$ 178.00	Actual charge is "fully burdened" rate charge	
Signs						
Miscellaneous Traffic Control Signs (Stop, Yield, Bus Stop, etc)	Each	$ 280.00		$ 286.00		
Neighborhood Watch Signs (Installed)	Each	$ 13.00		$ 13.00		
				$ -		
Street Name Sign	Each	$ 421.00		$ 429.00		

MV00195270

Section 9 - Public Works

Transportation Engineering

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Signal Construction Inspection and Turn-on				
<= $100,000 of Engineer's estimate		4.00%	4.00%	
$100,001-$250,000 of Engineer's estimate		3.00%	3.00%	
> $250,000 of Engineer's estimate		2.50%	2.50%	
Controller Testing		$ 2,005.00	$ 2,045.00	
Signing and Striping Plan Review (1-3 submittals)	Per Sheet	$ 364.00	$ 371.00	
4th and subsequent submittals	Per Sheet	$ 213.00	$ 217.00	
Temporary Parking Permit				
Type I		$ 141.00	$ 144.00	
(Allow temporary parking on a restricted street section with curb lane width of less than 18 ft)				
Type II		$ 70.00	$ 71.00	
(Allow temporary parking on a restricted street section with curb lane width of 18 ft or more)				
Traffic Impact Analysis				
Minor	Each	$ 1,177.00	$ 1,201.00	
Major	Each	$ 3,118.00	$ 3,180.00	
Traffic Control Plan Review (1-3 submittals)	per Sheet	$ 364.00	$ 371.00	
4th and subsequent submittals	Per Sheet	$ 213.00	$ 217.00	

MV00195271

Section 10 - Miscellaneous Fees and Charges

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Council Chamber Room Rental	per Day	$ 132.00	$ 132.00	
Neighborhood Preservation Revitalization Program Housing Inspection Minimum Permit Fees (all types of permits)	Each	$1,526.00	$ 1,557.00	
Housing Assistance Financial Analysis Charge		City Cost	City Cost	
Mileage for City employee appearances	per Mile	IRS allowable rate	IRS allowable rate	
Motion Picture Permit	Each	$ 393.00	$ 393.00	
Copies *				
Black & White	per Page	$ 0.20	$ 0.20	
Color	per Page	$ 0.75	$ 0.75	

* All government agencies and their official representatives shall be exempt from paying these charges for single copies for official use.

Copies and Research in response to subpoena	per Occurrence	City cost as provided for in California Evidence Code Section 1563	

Copies of maps, documents, graphs or special work may be furnished upon the payment of the cost of printing and preparation. For such items for which a regular established price is unavailable, the Department Head, in collaboration with the Financial & Administrative Services Director, may establish a price consistent with the cost of printing and preparation thereof. The Financial & Administrative Services Director shall report such exceptions to the City Manager. It shall be the responsibility of the City Manager to review such costs annually and make such recommendations to the City Council as required to keep charges consistent with actual costs.

The City Council may waive processing or appeal fees for any private or public agency on a case-by-case basis. In the case of an appeal by a public agency or school district, no fee shall be charged until the City Council considers the appeal matter itself and renders a decision on the waiver of the fee after the entire appeal matter has been heard.

Note: Projects equal to or in excess of $50,000,000 in total value will qualify to be considered for inclusion in the City's pilot program utilizing Time-and-Material charging/billing methodology for Development Services activities; this program encompasses all Departments and all fees for projects in the program. For more information on this pilot program please contact the City Manager's Office.

Land Development Division Deposits will be valued at one-quarter of the fee that would typically be charged for plan check or inspection services.

MV00195272

Section 11 - Penalties and Delinquent Fee Schedule for Parking Violations

M.V.M.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
12.12.130	Parked in violation of designated curb color	$ 28.50	$ 12.50	$ 41.00	$ 69.50	$ 12.50	$ 82.00
12.12.130	No standing/stopping/parking anytime (posted)	$ 28.50	$ 12.50	$ 41.00	$ 69.50	$ 12.50	$ 82.00
12.12.130	Posted time 6 p.m. to 6 a.m. (commercial vehicle)	$ 28.50	$ 12.50	$ 41.00	$ 69.50	$ 12.50	$ 82.00
12.38.040	Vehicle parked on street in excess of 72 hours	$ 28.50	$ 12.50	$ 41.00	$ 69.50	$ 12.50	$ 82.00
12.42	No parking (street sweeping)	$ 45.00	$ 12.50	$ 57.50	$ 102.50	$ 12.50	$ 115.00
6.04.040.D2	Parking on unimproved surface	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
11.24.200	Inoperative vehicle in view in excess of 72 hours	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00

M.V.M.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
12.38.020A	It is unlawful to park or leave standing any of the following:						
12.383020A1	Any vehicle or trailer which is used to transport animals or which harbors vermin or pestilence or which emits noxious or nuisance odors on any highway, street, road alley or on any public or private property within the city.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020A2	Any vehicle or trailer which contains any hazardous substances as defined in section 2452 of the California Vehicle Code on any highway, street, road, alley or on any public or private property within the city.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020A3	Any trailer, utility trailer, boat trailer, boat, camper, camper shell, camp trailer, trailer coach or semi-trailer that is non-self propelled, non-motorized or not capable of movement under its own power and which is unattached to a vehicle on any highway, street, road or alley within the city.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020A4	Any vehicle on any highway, street, road or alley within the city for the purpose of servicing or repairing such vehicle except when necessitated by an emergency.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00

MV00195273

Section 11 - Penalties and Delinquent Fee Schedule for Parking Violations

M.V.M.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
12.38.020B	It is unlawful to park or leave standing any commercial vehicle, truck, trailer or semi-trailer having a manufacturer's gross vehicle weight rating (Vehicle Code Section 390) of ten thousand (10,000) pounds or more as described in the following:						
12.38.020B1	On any highway, street, road, alley or private property within the residential district within the city.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B2	On any vacant or unimproved non-residential property in the city.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B3	On any residential property so that any part of such vehicle is within one hundred (100) feet of any human dwelling.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B4	Within one hundred fifty (150) feet of any driveway opening.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B5	Within any commercially zoned property for the purpose other than doing business at the site, or for the purpose not related to such business operation, or remaining parked or standing for longer than reasonably appropriate to do such business or acts related to such business operations.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B6	On any residential property so that any part of such vehicle is within fifteen (15) feet of the property line, a public sidewalk or a public or private roadway edge.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B7	On any alley within the city.	$ 73.50	$ 12.50	$ 86.00	$ 156.50	$ 12.50	$ 172.00
12.38.020B7	On any highway, street or road which is adjacent to a parcel upon which there exists a public facility. Within the meaning of this subsection, "public facility" includes, but is not limited to, parks, schools and civic buildings.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B9	Any unattached semi-trailer on a public highway, street, road or alley within the city.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020C	While adjacent to a developed residential area within the city, the operator shall not idle the vehicle's engine for longer than fifteen (15) minutes.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00

MV00195274

Section 11 - Penalties and Delinquent Fee Schedule for Parking Violations

C.V.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
5204	Improper display of tabs	$ 45.00	$ 12.50	$ 57.50	NA	NA	NA
	Improper display of tabs with correction	$ 5.00	$ 5.00	$ 10.00	NA	NA	NA
21113(a)	Unauthorized parking upon public grounds	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
21211(a)	Stopping in bicycle lane	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(a)	Parking unlawfully, within intersection	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(b)	Parking unlawfully, on crosswalk	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(c)	Parking unlawfully, adjacent to safety zone	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(d)	Parking unlawfully, within 15 feet of fire station driveway	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(e)	Parking unlawfully, blocking any driveway	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(f)	Parking unlawfully, on a sidewalk	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(g)	Parking unlawfully, blocking excavation	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(h)	Parking unlawfully, double parking	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(i)	Parking unlawfully, in posted bus loading zone	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(k)	Parking on a bridge, unless otherwise permitted or authorized	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(l)	Parking unlawfully, blocking sidewalk wheelchair access	$ 420.00	$ 12.50	$ 432.50	NA	NA	NA
22500.1	Parking unlawfully, in posted fire area	$ 50.00	$ 12.50	$ 62.50	$ 112.50	$ 12.50	$ 125.00
22502(a)	Vehicle parked with right wheels in excess of 18" from right hand curb (exception: Motorcycles shall be parked with at least one wheel touching the right hand curb).	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22507.8(a)	Parking in space designated for disabled	$ 420.00	$ 12.50	$ 432.50	NA	NA	NA
22507.8(b)	Obstruct or block disabled parking space	$ 420.00	$ 12.50	$ 432.50	NA	NA	NA
22507.8(c)	Parking in cross-hatch area designated for disabled	$ 420.00	$ 12.50	$ 432.50	NA	NA	NA
22514	Parking within 15 feet of fire hydrant	$ 50.00	$ 12.50	$ 62.50	$ 112.50	$ 12.50	$ 125.00
22515(b)	Unattended vehicle wheels not blocked, and/or parking brake not	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22522	Parking within 3 feet of a sidewalk access ramp	$ 420.00	$ 12.50	$ 432.50	NA	NA	NA
22658	Unauthorized parking	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
40226	Failure to display handicapped placard	$ 20.00	$ 12.50	$ 32.50	NA	NA	NA
	Other	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00

MV001195275

Attachment 2

MORENO VALLEY

CITY OF MORENO VALLEY

Annual Fee Schedule Update

April 23, 2013

MV00195276

Background

- The Fee Schedule is based on the recovery of the estimated reasonable cost to provide a service as established by the California Government Code
- Last comprehensive fee study was done in FY 2005
- Anticipate conducting a new fee/cost study during FY 2014
- Most fees have been increased to reflect the average rate of change in the CPI (Los Angeles-Riverside-Orange County) which was 2%

MV001195277

General Considerations

- An inflation factor of 2% has been applied to most fees to reflect the average rate of change in the CPI (Los Angeles-Riverside-Orange County)
- The inflation factor has not been applied to Deposit based fees which generally reflect time & material based charges
- Other increases or decreases in fees or the addition or deletion of fees can be recommended by departments

MV00195278

Administrative Services
Animal Services

- Dog adoption fees were left unchanged to maintain fees at levels which are consistent with other jurisdictions

MV00195279

Community and Economic Development
Building & Safety Division

- Fees increased to match fully burdened rate
  - Demand Letter
  - Updated Demand Letter
  - Replacement Lien Release
- New fees requested
  - Replacement Job Card
  - Transfer of Issued Permit to New Applicant with Job Card
  - Special Inspector Registration
  - Address Assignment
  - Alternate Means, Methods or Materials Review

MV00195280

Community and Economic Development
Building & Safety Division

- New fees requested (continued)
  - Counter Plan Checks/Site Approval
  - Plan Check (Accessibility, Green or Energy Code)
  - Plan Check Solar SV System
  - Plan Check/Permit Extension
  - Revision of Approved Plans
  - Inspections (Accessibility, Green or Energy Code)
  - Training Surcharge (AB717)
  - Document Archive
  - Technology Maintenance Fee

MV00195281

Community and Economic Development
Land Development Division

- Fees recalculated to reflect review processes performed by the Planning Division
  - Lot Line Adjustment
  - Certificate of Parcel Merger
  - Certificate of Compliance
  - Conditional Certificate of Compliance
  - Parcel Map Residential & Commercial
  - Amended Parcel Map Residential & Commercial
  - Amended Tract Map
  - 4th and Subsequent Reviews
  - Subdivisions & Custom Homes

MV00195282

Community and Economic Development
Land Development Division

- Fees recalculated to reflect review processes performed by the Planning Division (continued)
  - Tract Map & Non-Subdivisions
  - Revisions (Mass/Rough Grading Plans)
  - Stockpile/Borrow Site Plans
  - Revisions (Stockpile/Borrow)
  - Precise Grading Plan Check Parcel Maps
  - Precise Grading Plan Check Tract Maps
  - Precise Grading Plan Non-Subdivisions
  - Precise Grading Plan Revisions (Precise Grading Plans)

MV00195283

Community and Economic Development
Land Development Division

- New fees requested
  - NPDES Invoice Processing Fees
    - Construction Inspection
    - Business Inspection

- Advanced Energy categories have been expanded to better represent potential future street lighting installations

MV00195284

Community and Economic Development
Planning Division

- Increased "Fully Burdened Hourly Rate" to reflect current cost levels
- Fees recalculated to reflect review processes performed by the Building & Safety and Special Districts Divisions
  - Conditional Use Permit
  - Conditional Use Permit Amended CUP/Substantial Conformance
  - Custom Home Review
  - Environmental Review-Expanded Initial Study /Expanded Project Review

MV00195285

Community and Economic Development
Planning Division

- Fees recalculated to reflect review processes performed by the Building & Safety and Special Districts Divisions (continued)
  - Plot Plan
    - With Hearing
    - Without Hearing (notice)
    - Without Hearing (no notice)
    - Amended Plot Plan/Substantial Conformance
  - Temporary Use Permits

MV00195286

Financial & Management Services
Special Districts

- Added a notation that Mail Ballot/Special Election Fees will include any associated 3rd party costs

MV00195287

Parks & Community Services

- New fees requested
  - Athletic Field Lighting-Adult Groups at Moreno Valley Community Park
  - Over 4 Hour Play-Field Preparation-Weekends
  - Golf Course
    - Twilight Rate (after 2 P.M.)
      - Adult
      - Senior (55 & Over)
      - Students under 18
  - Students under 18 (Weekends, Holiday, Tournament)
  - Replay for Additional 9 Holes
  - Punch Cards for Adults, Seniors & Students
  - Facility Rental Fee for the Cottonwood Banquet Room

MV00195288

Parks & Community Services

- Fees to be deleted
  - Golf Course
    - Locker Rentals
    - Youth After School Cards
    - Monthly Cards: Family of 4

MV00195289

Implementation Schedule

- Fees are scheduled to take effect Monday, July 1, 2013
- This will accommodate the 60 day waiting period required by Government Code Section 660016-17 for development related fees

MV00195290

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: April 23, 2013

TITLE: ALESSANDRO BOULEVARD CORRIDOR IMPLEMENTATION PROJECT, WHICH INCLUDES TWO GENERAL PLAN AMENDMENTS (PA11-0028 & PA12-0046), TWO CHANGES OF ZONES (PA11-0029 & PA12-0047), AND MUNICIPAL CODE AMENDMENT (PA11-0030). THE PROJECT INCLUDES REZONING AREAS ALONG ALESSANDRO BOULEVARD AND NEAR PERRIS BOULEVARD AND IRIS AVENUE TO R30 (RESIDENTIAL UP TO 30 UNITS PER ACRE), 10.46 ACRES TO OPEN SPACE, COMMERCIAL REZONING OF A PARCEL AT THE SOUTHWEST CORNER OF PERRIS BOULEVARD AND GENTIAN AVENUE, AND THE CREATION OF A MIXED USE DISTRICT OVERLAY. THE R30 REZONING WILL PROVIDE CONSISTENCY WITH THE CITY'S CERTIFIED HOUSING ELEMENT

RECOMMENDED ACTION

Recommendations: That the City Council:

1. **ADOPT** a Mitigated Negative Declaration for PA11-0028 (General Plan Amendment), PA11-0029 (Change of Zone), PA11-0030 (Municipal Code Amendment), PA12-0046 (General Plan Amendment) and PA12-0047 (Change of Zone) pursuant to the California Environmental Quality Act (CEQA) Guidelines.

2. **APPROVE** Resolution No. 2013-26 approving PA11-0028 and PA12-0046 (General Plan Amendments), thereby establishing General Plan Land Use Map designations for certain properties as described in the Resolution, and the revised General Plan Maps.

3. **INTRODUCE** Ordinance No. 864 approving a Municipal Code Amendment (PA11-0030) creating the Mixed Use District Overlay and amending various sections of

Title 9 of the City of Moreno Valley Municipal Code based on the findings in the Ordinance.

4. **INTRODUCE** Ordinance No. 865 approving Zone Change (PA11-0029) from Community Commercial (CC), Office Commercial (OC), Residential 15 (R15 and Residential 5 (R5) to Residential 30 (R30), and Zone Change (PA12-0047) from Residential 5 (R5) to Community Commercial (CC), based on the findings in the Ordinance, and the revised zoning pages.

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Planning Commission, at its March 14, 2013 meeting approved Planning Commission Resolution No. 2013-08, with revisions, recommending by a 6-0 vote that the City Council adopt a Mitigated Negative Declaration for PA11-0028 (General Plan Amendment), PA11-0029 (Change of Zone), PA11-0030 (Municipal Code Amendment), PA12-0046 (General Plan Amendment) and PA12-0047 (Change of Zone) and approve PA11-0028 (General Plan Amendment), PA11-0029 (Change of Zone), PA11-0030 (Municipal Code Amendment), PA12-0046 (General Plan Amendment) and PA12-0047 (Change of Zone).

The revisions to the project included changes to PA11-0028 (General Plan Amendment) and PA11-0029 (Change of Zone) regarding a number of parcels in Area #3 to be changed to Residential 30 (R30). One property owner on Alessandro Boulevard (just east of Blue Ribbon Lane) did not want his property rezoned. Another land owner with property near the southeast corner of Alessandro Boulevard and Lasselle Street requested to be included in the rezoning to Residential 30 (R30). With the location of these parcels relatively close, total of acreage being comparable and a discussion with RBF Consulting (who completed the required CEQA documentation for the project), trade out of approximately 17 acres east of Blue Ribbon Lane for 17 acres of APN 486-280-043 to be rezoned Residential 30 (R30) was possible without a major revision to the Initial Study and related reports.

BACKGROUND

The proposed "Alessandro Boulevard Corridor Project - Phase II Implementation" is based on the prior "Alessandro Boulevard Corridor Demonstration Project" (Phase I - SCAG sponsored Demonstration Project completed in June 2010) and promotes the Compass Principles by encouraging strategies to integrate transportation and community (housing, shopping, entertainment, etc.). The "Alessandro Boulevard Corridor Demonstration Project" (Phase I) explored opportunities for mixed use transit-oriented development along Alessandro Boulevard, an important regional transportation link for Moreno Valley. The City of Moreno Valley through Phase II has further promoted the use of Alessandro Boulevard as a way to reduce the impacts of transportation on the environment and to provide efficient access to jobs and services.

To assist the City in the implementation of a vision for the Alessandro Boulevard area, Phase II includes:

- Creation an overlay district for the Alessandro Boulevard corridors to identify areas suited for Mixed Use Districts;
- Creation of requirements for selecting Mixed Use Districts sites;
- Creation urban design strategies to intensify land uses;
- Rezoning of areas along Alessandro Boulevard and northeast of Perris Boulevard and Iris Avenue to Residential 30 (R30) as identified in the February 2011 General Plan Housing Element Update;
- Rezoning of a 21.47 acre parcel at the southwest corner of Gentian Avenue and Perris Boulevard (APN: 485-220-041) to Commercial (C);
- And amending the Municipal Code to include all the new standards.

Planning staff has been working with RBF Consulting through the second SCAG Compass Blueprint grant to complete the required CEQA documentation (Mitigated Negative Declaration) and the overlay district design standards.

Site/Corridor

The project area includes an approximately 5.5-mile stretch of Alessandro Boulevard from the Old 215 Frontage Road on the west to Nason Street on the east. The project area has direct access to and from the I-215 Freeway at the Alessandro Boulevard interchange. An additional area funded locally includes R30 and Commercial zoning northeast of Perris Boulevard and Iris Avenue.

DISCUSSION

Section 1: Residential 30 Rezoning (General Plan Amendment and Change of Zone)

With implementation of the Alessandro Boulevard Corridor Project, the City Moreno Valley will be able to provide additional Multiple Family housing opportunities in areas near existing or emerging employment and shopping centers along Alessandro Boulevard.

The areas noted in the Alessandro Boulevard Corridor Project to be rezoned to Residential 30 (R30) were also identified in the February 2011 General Plan Housing Element Update along with parcels near the northwest corner of Iris Avenue and Perris Boulevard. The Residential 30 (R30) rezoning proposed with the Alessandro Boulevard Corridor Project will allow the City of Moreno Valley to meet its 2008-2014 State-mandated Regional Housing Needs Assessment (RHNA) numbers, as well as provide a wider range of housing choices for the Moreno Valley workforce.

The Regional Housing Needs Assessment (RHNA) and the R30 Zone Creation

In compliance with State Law, the February 2011 Housing Element Update includes text dedicated to documenting the City's compliance with its Regional Housing Needs Assessment(RHNA) allocation. Through the RHNA process, the Southern California Association of Governments (SCAG) projects each city's demand for future housing and allocates new housing units to be planned for in order for each city to meet projected demand. The total number of projected housing units is further divided into income categories to properly address the housing need across various income levels. SCAG requires (and the State approved has approved) that forty percent of the total RHNA allocation is dedicated to producing housing for low and very low income residents.

During the planning period from 2008 through 2014, Moreno Valley's assigned RHNA number was 7,474 units. Please note: the City is not required to build the housing units assigned in the RHNA. However, the City must ensure that it has sufficient, appropriately-zoned residential sites to accommodate the RHNA allocation.

As required by SCAG, the 7,474 units have been further allocated to the four required income categories based on the relationship to the Area Median Income (AMI), which in 2010 is $65,000 per year for a family of four. In compliance with SCAG's requirement, forty percent of the City's RHNA allocation is dedicated to producing housing for low and very low income residents.

Table 1: City of Moreno Valley, RHNA 2008-2014

Moreno Valley Regional Housing Needs Allocation 2008-2014		
Income Category	**Units**	**Percent**
Very Low-Income	1,806	24.2%
Low-Income	1,239	16.6%
Moderate-Income	1,362	18.2%
Above Moderate-Income	3,068	41.0%
Total Construction Need	**7,474**	**100%**

Source: Southern California Association of Governments (SCAG) Proposed Final RHAN Plan-Planning Period January 1, 2006 - June 30, 20148.4.2

State Housing Element Law Article 10.6 of the Government Code Section 65583.2 establishes guidelines under which counties and municipalities undertake the Vacant

Land Inventory for Housing Elements. In particular, Section 65583.2(B) prescribes densities that the State deems appropriate to accommodate housing for lower income households. For jurisdictions in metropolitan counties with a local population in excess of 100,000 persons, the State considers a density of thirty (30) units per acre as adequate to accommodate units affordable to low and very low income households.

Consequently, vacant sites zoned at thirty (30) units per acre will automatically be counted as meeting the very low and low income RHNA categories, whether the units are ever built or whether the unit rents are in actuality affordable.

The HCD-approved Housing Element for Moreno Valley proposed to create the R30 zoning designation and then process a General Plan Amendment to apply the R30 zoning to the identified locations. The Residential 30 (R30) rezoning proposed with the Alessandro Boulevard Corridor Project is that General Plan Amendment and allows the City of Moreno Valley to meet its 2008-2014 RHNA numbers and Housing Element requirements.

Residential 30 (R30) Sites

The proposed locations for rezoning to Residential 30 (R30) were addressed in the February 2011 General Plan Housing Element Update (2008-2014 Housing Element), including the parcels owned by the City of Moreno Valley's Housing Authority at the corner of Alessandro Boulevard and Day Street (Section 8.4.8 of the Housing Element on page 46). These parcels (Alessandro Boulevard and Day Street) have not been rezoned, unlike what is stated in Table 8-23 on page 46 of the Housing Element.

Propose general plan amendment to R-30 for sites are:

- Area #1 - Alessandro Boulevard and Day Street,
- Area #2 - Alessandro Boulevard & Elsworth Street (referred as "Cal 5" in the Housing)
- Area #3 - Alessandro Boulevard & Morrison Street (referred as "Cal 3" in the Housing Element)
- Area #4 - Perris Boulevard & Iris Avenue (referred as "Cal 4" in the Housing Element).

General Plan Amendment (PA11-0028)

An application for a General Plan Amendment has been submitted in order to change the land use designation for the four R30 areas.

Current Land Use	Proposed Land Use	Acreage
Commercial (C)	Residential 30 (R30)	20.79
Residential/Office (R/O)	Residential 30 (R30)	71.03
Residential 15 (R15)	Residential 30 (R30)	39.31
Residential 5 (R5)	Residential 30 (R30)	15.06
	Total Acreage =	146.19

The Alessandro Boulevard Corridor Project and its proposed General Plan Amendment will meet the requirements of the 2008-2014 Housing Element and is consistent with the General Plan and would not be in conflict with any goals, objectives, policies or programs of the General Plan.

Change of Zone (PA11-0029)

An application for a Change of Zone has also been submitted in order to change the zoning designation for the four R30 areas.

Current Zoning	Proposed Zoning	Acreage
Community Commercial (CC)	Residential 30 (R30)	20.79
Office Commercial (OC)	Residential 30 (R30)	27.36
Residential 15 (R15)	Residential 30 (R30)	82.98
Residential 5 (R5)	Residential 30 (R30)	15.06
	Total Acreage =	146.19

The Alessandro Boulevard Corridor Project and its proposed Change of Zone will meet the requirements of the 2008-2014 Housing Element and is consistent with the General Plan and would not be in conflict with any goals, objectives, policies or programs of the General Plan.

The acreage above for both the General Plan Amendment and Change of Zone includes the parcel swap of approximately 17 acres southeast of Alessandro Boulevard and Blue Ribbon Lane for 17 acres of APN 486-280-043 (southwest of Alessandro Boulevard and Darwin Street) recommended by the Planning Commission. The remaining approximately 10.46 acres of APN 486-280-043 (southwest of Alessandro Boulevard and Darwin Street) was recommended to be rezoned as Open Space (OS).

Attachment #9 shows the proposed parcels for rezoning to Residential 30 (R30) and Open Space (OS).

Section 2: Community Commercial Rezoning (General Plan Amendment PA12-0046 and Change of Zone PA12-0047)

The 21.47 acre parcel at the southwest corner of Gentian Avenue and Perris Boulevard is proposes to change the General Plan and Zoning designation from Residential 5 (R5) to Community Commercial (CC).

The parcels directly to the west and southwest are part of the request for rezoning to Residential 30 (R30). The parcels directly south are currently zoned Community Commercial and include an approved shopping center (PA06-0123), Home Depot and a Farmer Boys restaurant.

There is no development application associated with the proposed land use change. The proposed zoning would permit development of a commercial shopping center, which would support the neighboring proposed high density housing.

The rezoning of 21.47 acres to commercial uses along Perris Boulevard is consistent with the goals of the Alessandro Boulevard Corridor Plan though was not an original part of the vision plan. Perris Boulevard is a similar to Alessandro Boulevard as an important regional transportation link for Moreno Valley. Perris Boulevard is ideal to provide a mix of retail and multiple density housing opportunities to promote pedestrian-oriented development. The rezoning to Community Commercial is also consistent with the General Plan and would not be in conflict with any goals, objectives, policies or programs of the General Plan.

Attachment #10 shows the proposed parcel for rezoning to Community Commercial (CC).

Section 3: The Mixed Use Overlay (PA11-0030)

Background

The General Plan currently references and encourages the concept of mixed use development. At this time, only limited specific plan areas within the City (Village at Sunnymead – Specific Plan 204 and the expired Moreno Highlands – Specific Plan 208) are zoned for mixed use development.

On April 23, 2010, the City Council approved Municipal Code Amendment (PA07-0005); creating two new mixed use districts (MUD1 and MUD2) to provide opportunities for future development that would achieve the objectives of the City of Moreno Valley's General Plan.

The City of Moreno Valley has been awarded two grants through Southern California Association of Governments' (SCAG) Demonstration Projects for Compass Blueprint Planning Services. The first was "Alessandro Boulevard Corridor Demonstration Project – Phase 1" in 2009/2010, which provided consultant funding to develop a vision plan for the Alessandro Boulevard Corridor. The second is "The Alessandro Boulevard Corridor Project – Phase II: Implementation", which was awarded in 2011/2012. With Phase II and assistance through RBF Consulting, Staff has developed urban design strategies to intensify land uses along the Alessandro Boulevard Corridor. The strategies have been combined into the "Mixed Use Districts Overlay". It is the intent to replace MUD1 and MUD2, with the enhanced districts developed under Phase II of the Alessandro Boulevard Corridor Project and later expand the "Mixed Use Districts Overlay" to other areas of the City that meet the requirements.

Mixed Use Districts Overlay:

The first step was to create the requirements for selecting sites and then identify areas suited for inclusion in the "Mixed Use Districts Overlay" along the Alessandro Boulevard Corridor.

The Vision Plan (Phase 1) proposed an overall Community Form that included Activity Nodes linked by Primary and Secondary Corridor Zones located in between along Alessandro Boulevard. Both the Activity Nodes and the Corridor Zones are surrounded by Corridor-Adjacent Zones that are unlikely to change. Each Activity Node is located at a major street intersection and projects outward from the intersection for approximately a ¼-mile walking radius. The Activity Nodes range in intensity from regional-level attractions, such as the Moreno Valley Town Center, to community-level collections of retail and services, such as the shops along Sunnymead Boulevard. In total, four types of nodes were identified: Regional, Medical Center, Community, and Neighborhood.

The Alessandro Boulevard Corridor was then divided up as a series of independent, but related nodes. These nodes work in concert with Moreno Valley's existing nodes to provide a complete and strategically dispersed set of places aimed at regional, community, or neighborhood retail and services. Five nodes along the Alessandro Boulevard Corridor have been identified for inclusion within the "Multiple Use Districts Overlay":

- Alessandro Boulevard & Frederick Street (MUI)
- Alessandro Boulevard & Heacock Street (MUN)
- Alessandro Boulevard & Perris Boulevard (MUC)
- Alessandro Boulevard & Lasselle Street (MUN)
- Alessandro Boulevard & Nason Street (MUI)

With the "Multiple Use Districts Overlay", there are three classifications. This Section describes the purpose and intent of each mixed-use overlay district:

A. Mixed-Use Institutional Anchor (MUI) Overlay District. The Mixed-Use Institutional Anchor **(**MUI) Overlay District applies to areas around prominent anchor institutions, such as civic centers, medical centers, and educational campuses. The intent is to build upon the role of the institutions by providing opportunities for urban, high-intensity development that serves the needs of visitors, employees, and residents affiliated with the anchor institution and the surrounding region. Development is allowed up to five stories in height with building frontages near or at the sidewalk, wide sidewalks, and parking under or behind buildings. Vertical mixed-use development (ground-floor retail with offices or housing above) is required at important street intersections. Horizontally-integrated or vertically-integrated mixed-use development, with no requirement for ground-floor retail, is allowed in other locations. The overlay district name may be expanded to include the name of the type of anchor institution (e.g., "MUI – Medical Center").

B. Mixed-Use Community (MUC) Overlay District. The Mixed-Use Community (MUC) Overlay District applies to areas along major arterials and arterials. The intent is to provide opportunities for the development of pedestrian-oriented blocks with medium-intense development that serves the needs of residents, visitors, and employees from the surrounding community. Development is allowed up to four stories in height with building frontages near or at the sidewalk, wide sidewalks, and

parking under or behind buildings. Vertical mixed-use development (ground-floor retail with offices or housing above) is required at important street intersections. Horizontally-integrated or vertically-integrated mixed-use development, with no requirement for ground-floor retail, is allowed in other locations. The overlay district name may be expanded to include the community name (e.g., "MUC – East Alessandro").

C. ***Mixed-Use Neighborhood (MUN) Overlay District.*** The Mixed-Use Neighborhood (MUN) Overlay District applies to areas along arterials and minor arterials. The intent is to provide an area for low-rise mixed-use development that serves the needs of residents, visitors, and employees from the surrounding immediate neighborhood. Development is allowed up to three stories in height with building frontages near or at the sidewalk, wide sidewalks, and parking under or behind buildings. Vertical mixed-use development (ground-floor retail with offices or housing above) is required at important street intersections. Horizontally-integrated or vertically-integrated mixed-use development, with no requirement for ground-floor retail, is allowed in other locations. The overlay district name may be expanded to include the neighborhood name (e.g., "MUN – Lasselle Crossing").

Attachment #11 shows the proposed parcels for inclusion in the "Mixed Use Districts Overlay".

Municipal Code Amendment

Issue 1 – Removal of MUD1 & MUD2 Information and Addition of Mixed-Use Overlay Districts (Municipal Code)

Both Section 9.07.090 Mixed Use Development 1 (MUD1) and Section 9.07.100 Mixed Use Development 2 (MUD2) will be deleted and replaced by "9.07.090 Mixed-Use Overlay Districts". The new Chapter 9.07.090– Mixed-Use Overlay Districts will include the following sections:

9.07.091 – Purpose and Intent
9.07.092 – Applicability
9.07.093 – Purposes of Mixed-Use Overlay Districts
9.07.094 – Permitted Uses in Mixed-Use Overlay Districts
9.07.095 – Mixed-Use Overlay District Site Development Standards
9.07.096 – Building Frontage Type Standards
9.07.097 – Open Space Standards – Publicly-Accessible Open Space
9.07.098 – Open Space Standards – Private/Common Open Space
9.07.099 – Lot Area Requirements and Lot Consolidation Incentives

The purpose of the Mixed-Use Overlay Districts is to provide regulations that implement the goals and policies of the General Plan, the Alessandro Boulevard Corridor Vision Plan (accepted by the Moreno Valley City Council on June 30, 2010), and other similar

long-range planning documents aimed at encouraging mixed-use development within the City.

The Mixed-Use Overlay Districts are intended to provide the following:

1. Stimulate economic development and reinvestment through regulations based upon recognized urban design principles that allow property owners to respond with flexibility to market forces;

2. Create specific development nodes at street intersections with a pedestrian-oriented mix of uses with convenient access between area neighborhoods, housing, employment centers, and retail services;

3. Accommodate intensities and patterns of development that can support multiple modes of transportation including public transit, bicycles, and walking;

4. Facilitate well-designed new mixed-use development projects that combine residential and nonresidential uses (e.g., office, retail, business services, personal services, public spaces and uses, other community amenities, etc.) to promote a better balance of jobs and housing;

5. Ensure compatibility with adjacent existing single-family neighborhoods and harmonious integration with existing commercial areas;

6. Encourage the development of unique district character through a streetscape that provides attractive features (e.g., landscaping, street furniture, niche or linear parks, public places, courtyards, public transportation shelters; etc.) designed to integrate the public realm (e.g., streets, sidewalks, etc.) with adjacent development on private property; and

7. Provide additional property rights while preserving existing property rights. This intent is achieved by providing additional development rights in compliance with this Chapter, which property owners may exercise under certain conditions, while retaining all development rights conferred by the underlying district to property owners in the mixed-use overlay districts. Incentives and advantages include allowing a greater range and mix of uses; more permissive dimensional specifications (e.g., greater floor area ratio, lot coverage ratio, and height; reduced setbacks; etc.); exemption from certain design review requirements; and fee reductions or waivers.

Owners or developers of any property within any mixed-use overlay district may choose to develop in compliance with the standards and procedures in the proposed Chapter 9.07.090 - Mixed-Use Overlay Districts that apply to the particular mixed-use overlay district in which the property is located. If the owners or developers chose not to develop a mixed-use project, the underlying zoning will be enforced.

Issue 2 – Addition to Chapter 9.02 Permits and Approvals (Municipal Code)

The purpose of administrative variances is to allow for an administrative procedure for limited adjustments to the provisions of this title in order to prevent unnecessary hardships that might result from a strict or literal interpretation and enforcement of certain regulations prescribed by this title. It is also intended that, with respect to accessory structures for existing single-family residential uses, certain adjustments shall be subject to the director's review procedures, rather than an administrative variance.

Staff proposes to add the following section to Chapter 9.02.090 under "C - Limitations on Administrative Variances":

5. Decrease in building frontage requirements. In any mixed-use overlay district, the community development director may authorize up to a ten (10) percent decrease in the distance threshold established to specify the required percentage of a building frontage to be built to the Build-To-Zone, as indicated in Table 9.07.095-10 (Mixed Use Overlay District Development Standards) (i.e., the distance threshold from street intersections for the purposes of calculating building frontage length may be reduced from 300 feet to 270 feet). The community development director is not authorized to reduce the percentage of the building frontage that is required to be built to the Build-To-Zone.

Issue 3 – Additions to Chapter 9.09 - Specific Use Development (Municipal Code)

Chapter 9.09 - Specific Use Development covers certain activities and uses, due to their nature, may have the opportunity to create more significant impacts upon the community than others. As a result, specific regulation of these activities and uses is warranted. The purpose of this chapter is to identify and regulate such uses in districts permitting those uses, in order to ensure the maintenance of the public health, safety and welfare in accordance with the goals, objectives, policies and implementation programs of the general plan.

Staff proposes to add the following three new uses to Chapter 9.09 - Specific Use Development:

9.09.250 – Live-Work Development
9.09.260 – Mixed-Use Development
9.09.270 – Outdoor Dining

The Live-Work Development section provides operational and compatibility standards for the development of live/work units. These standards are in addition to the standards for live-work development provided in Chapter 9.07.090 (Mixed-Use Overlay Districts). The Mixed-Use Development section provides operational and compatibility standards for mixed-use development. These standards are in addition to the standards provided in Chapter 9.07.090 (Mixed Use Overlay Districts). The last additional section to Chapter 9.09 - Specific Use Development is Outdoor Dining and this section provides

standards for outdoor dining areas. Unlike the two previous uses, outdoor dining is not restricted to only the Mixed Use Overlay District.

Issue 4 – Additions/Revisions to Chapter 9.11- Parking, Pedestrian, and Loading Requirement (Municipal Code)

The purpose of this chapter is to ensure the adequate provision of parking, loading and bicycle facilities proportionate to the needs created by the various land uses within the city.

9.11.030 – General Regulations
9.11.040 – Off-Street Parking Requirements
9.11.060 – Off-Street Bicycle Parking Requirements

Staff proposes to add to 9.11.030 – General Regulations the following:

> H. Rear Parking. Parking in the rear of buildings and service area shall be limited to five percent of the total required off-street parking, except in the mixed-use overlay districts identified in Chapter 9.07.090 (Mixed-Use Overlay Districts).

Staff proposes to add parking standard information for "Live-Work Units (residential component)" and "Residential Component of Mixed-Use Projects" to Table 9.11.040A-12 in Section 9.11.040 – Off-Street Parking Requirements for Residential Uses. The additions to the table will appear as follows:

Table 9.11.040A-12: Off-Street Parking Requirements

Use	Requirement	Covered Parking	Notes
Residential Uses			
Live-Work Units (residential component)	2/unit	2 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is NOT included in the minimum required parking standard and can be shared with the business aspect of the "Live-Work" parking standard.
Residential Component of Mixed-Use Project	See Multiple-Family requirements in Table 9.11.040A-12	See Multiple-Family requirements in Table 9.11.040A-12	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard and may be shared with the non-residential component. Alternate parking requirements may be permitted subject to approval of a parking study pursuant to Section 9.11.070(A) of this chapter.

Staff proposes to add parking standard information for "Eating and Drinking Establishments" to Table 9.11.040B-12 in Section 9.11.040 – Off-Street Parking Requirements for Commercial Uses. The addition to the table will appear as follows:

Table 9.11.040B-12: Off-Street Parking Requirements

Commercial Uses	Minimum Requirement	Notes
Eating and Drinking Establishments	1/100 sq. ft. of gross floor area up to 6,000 sq. ft. 1/75 sq. ft. of gross floor area over 6,000 sq. ft.	A minimum of 10 spaces required for stand-alone use. No additional parking required if outdoor dining area comprises no more than 15 percent of the interior gross floor area of the primary food service use; If outdoor dining area is over 15%, 1 space for every 60 sq ft or 1 space for every 3 seats, whichever is greater.
Eating and drinking establishments within shopping centers of 25,000 square feet of building area or greater.	1/225 sq. ft. of gross floor area up to 15% of the shopping center gross building square footage.	Eating and drinking establishments within shopping centers of 25,000 square feet of building area or greater.

Staff proposes to revise Section 9.11.060-B of the Off-street bicycle parking requirements by deleting the current wording shown below:

> ~~B. Number of Parking Spaces Required. Bicycle parking spaces shall be provided in all commercial, office and industrial districts equal to five percent of the required automobile parking spaces, with a minimum of two bicycle parking stalls required for any one use. Single-family and multiple-family residences, senior housing complexes, mobile home parks and model home complexes are exempt from this section.~~

The revised Section 9.11.060-B of the Off-street bicycle parking requirements will now read as follows:

B. Number of Parking Spaces Required.

1. Bicycle parking spaces shall be provided in all commercial, office and industrial districts equal to five percent of the required automobile parking spaces, with a minimum of two bicycle parking stalls required for any one use.

2. Single and Multiple-family residences are exempt from this section.

Staff proposes to revise Section 9.11.060-D of the General Requirements of the Off-street bicycle parking requirements by adding the following:

> 6. Signage should be posted to direct bicyclists to the locations of bicycle racks that may not be readily apparent. Similarly, signs indicating the location of bicycle parking should be posted wherever a NO BICYCLE PARKING sign is posted.

Issue 5 – Addition to Chapter 9.15.030 – Definitions (Municipal Code)

The purpose of the definitions chapter is to ensure precision in interpretation of the City of Moreno Valley's Municipal Code. The meaning and construction of words and phrases defined in this chapter applies throughout the Municipal Code. The addition of the Mixed-Use Overlay District has provided new development terms to the Municipal Code. The list below will be added into the current definitions section in alphabetic order:

"Block" means the aggregate of lots, pedestrian passages, and rear alleys, circumscribed on all sides by streets.

"Block Length" means the linear dimension of a block along one of its street frontages.

"Block Perimeter" means the aggregate dimension of a block along all of its street frontages.

"Build-to-Zone" means the area between the minimum and maximum setbacks within which the principal building's front façade (building façade line) is to be located. See Figure 9.15.030-1 (Build-to-Zone).

Figure 9.15.030-1
Build-To-Zone

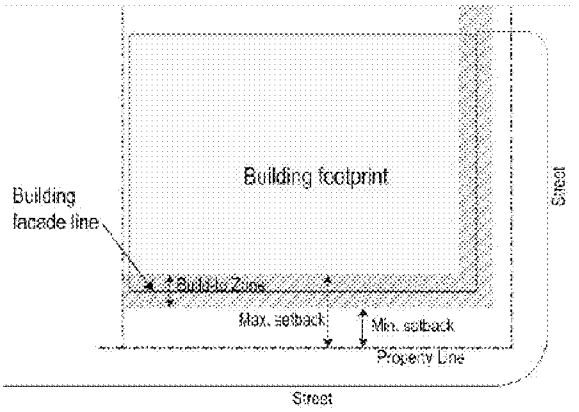

Illustration indicating the location of the build-to zone relative to the minimum and maximum setbacks and the building façade line

"Building Façade Line" means the vertical plane along a lot where the building's front façade is actually located. See Figure 9.15.030-1 (Build-to-Zone).

"Commercial-Ready Space" means the ground floor interior space constructed with a minimum height as established in Section 9.075.060 (Building Frontage Type Standards) that may be used for either residential or nonresidential uses. The intent of Commercial-Ready space is to provide flexibility so that a space can be

converted between residential and nonresidential uses in response to market demand.

"Floor Area Ratio (FAR)" means the mathematical relation between volume of building and unit of land expressed as the ratio of gross floor area of all structures on a lot to total lot area. See Table 9.075.050-10 (Mixed-Use Development Standards) for FAR figures applicable to the mixed-use overlay districts. See Figure 9.15.030-2 (Floor Area Ratio).

Figure 9.15.030-2: Floor Area Ratio

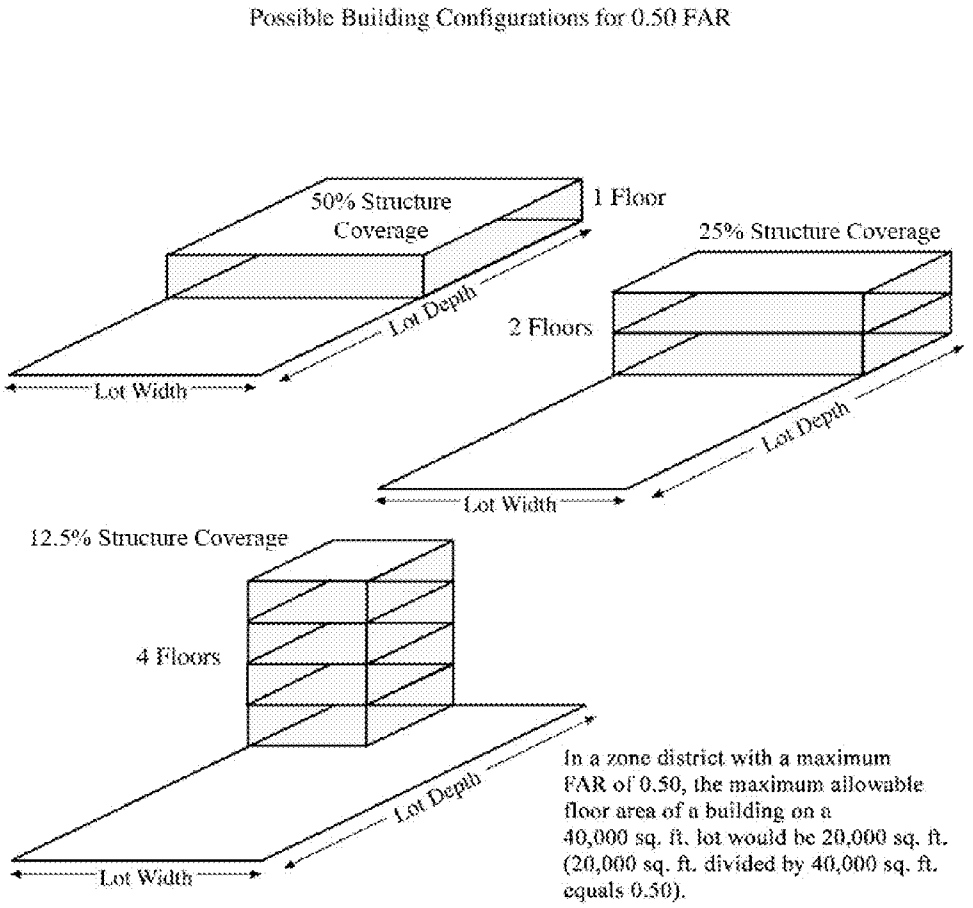

$$\text{Floor Area Ratio (FAR)} = \frac{\text{Gross Building Area (All Floors)}}{\text{Lot Area}}$$

"Integration of uses" means potential ways to integrate uses allowed in mixed-use development including:

1. Vertical integration. A mix of nonresidential uses (i.e., commercial, retail, and/or office) located on the ground floor with residential dwelling units located above.

2. Horizontal integration. A mix of nonresidential uses located on the primary street frontage of a lot and residential uses located at the rear of a lot.

"Live-Work" means a structure or complex of structures that integrates space for both residential and nonresidential uses within individual units.

"Live/Work Unit" means a unit with both residential and nonresidential uses and where neither use is subordinate to the other.

"Mezzanine" means an intermediate floor between main floors of a building. The floor often projects from the walls and does not completely close the view of the ceiling from the floor immediately below. A mezzanine floor and the floor below it share the same ceiling.

"Mixed-Use Vertical Development" means development that combines two or more types of land uses (e.g., residential, commercial, office, industrial, institutional, or recreation) in a single building in a vertical configuration, typically with residential uses located above nonresidential uses.

"Mixed-Use Horizontal Development" means development that combines two or more types of land uses (e.g., residential, commercial, office, industrial, institutional, or recreation) on a single development site, but not necessarily in the same building, typically nonresidential uses are located adjacent to the street and residential uses are located away from major streets behind nonresidential uses.

"Mixed-Use Overlay District" means a land use designation (zoning district) that allows a combination of uses, which may include residential, commercial, office, industrial, institutional, or recreational uses.

"Podium Parking" means parking spaces that are covered by the ground floor of a building and are completely enclosed by walls. Podium parking may occur at or below the grade of the adjacent sidewalk.

"Private Realm" means any privately-owned property.

"Public Realm" means any publicly owned streets, roadways, sidewalks, parks, plazas, and other open spaces that comprise the shared space of a city for its visitors, employees and residents. It is the space between buildings where civic interaction occurs and is defined in contrast to private property.

"Surface Parking" means parking spaces that are not covered by a building and are not enclosed by walls. Surface parking is also known as a "parking lot".

"Tuck-Under Parking" means parking spaces that are covered by the upper floor of a building, but are otherwise open.

"Underground Level" means that portion of a structure between the floor and ceiling which is wholly or partly below grade and having more than one half of its height below grade.

Issue 6 - Modification of the Permitted Uses Table (Municipal Code)

Chapter 9.02.020 - Permitted uses includes a table (Permitted Uses Table 9.02.020-1) which contains columns with headings identifying zoning districts, and list uses by indicating the zoning district or districts in which each use is permitted or allowed and whether the stated use is permitted subject to district requirements, or whether the stated use is allowed only after obtaining a conditional use permit.

The Permitted Uses Table will be modified to remove both the MUD1 & MUD2 columns.

~~MUD1~~	~~Mixed Use District 1 (Up to 15 Dwelling Units per net acre)~~
~~MUD2~~	~~Mixed Use District 2 (Up to 30 Dwelling Units per net acre)~~

Add a column for Residential 30 (R30), which was not done when the Residential 30 (R30) Zoning District was created. For the list of approved uses under the Residential 30 (R30) Zoning District please see Attachment # 11.

Add a column for Mixed Use (MU), which will replace the MUD1 and MUD2 designations. For the list of approved uses under the Mixed Use Overlay District please see Attachment # 11.

The following items will be added to the "Zoning District Key" below the Permitted Uses Table 9.02.020-1:

R30	Residential 30 District (Up to 30 Dwelling Units per net acre)
MU	Mixed Use Overlay

And remove the following from the "Zoning District Key" below the Permitted Uses Table 9.02.020-1:

~~MUD1~~	~~Mixed Use District 1 (Up to 15 Dwelling Units per net acre)~~
~~MUD2~~	~~Mixed Use District 2 (Up to 30 Dwelling Units per net acre)~~

With the addition of the new Mixed Use Overlay, the following will be added to the "Notes" section at the end of the Permitted Use Table:

(8) In the MUI district, mixed use (commercial uses on first floor with office uses or residential uses on upper floors) are (a) required to on lots at street intersections and within 300 feet in any direction from a street intersection, as measured from the corner formed by the lot's property lines, and (b) are allowed, but not required on the other lots.
(9) In the MUC and MUN districts, mixed use (commercial uses on first floor with office uses or residential uses on upper floors) are (a) required to on lots at street intersections and within 150 feet in any direction from a street intersection, as measured from the corner formed by the lot's property lines, and (b) are allowed, but not required on the other lots.
(10) See Section 9.07.040 (Medical Use Overlay District).
(11) See Section 9.09.260 (Mixed-Use Development).
(12) See Section 9.09.250 (Live-Work Development).
(13) See Section 9.09.270 (Outdoor Dining).

All the above Mixed Use District Overlay Guidelines are included in one document as Attachment #12. These will be merged into Chapter 9 of the Municipal Code after approval by the City Council.

REVIEW PROCESS

With the development of the Alessandro Boulevard Corridor Focus Study - Phase I, stakeholder meetings were held in 2010 with groups ranging from the Mayor and City staff to local property owners and developers. Two Community Workshops were also held on April 22, 2010 and May 6, 2010 to allow the public to provide input and comment on the selecting Mixed Use District sites and parcels to be rezoned as Residential 30 (R30). The five nodes selected along the Alessandro Boulevard Corridor for inclusion within the "Multiple Use Districts Overlay" are based on these meetings.

Planning staff has been working with RBF Consulting through the second SCAG Compass Blueprint grant (Phase II) to complete the required CEQA documentation (Mitigation Negative Declaration) and the overlay district design standards. A public informational meeting was held on March 7, 2013, one week prior to the Planning Commission Hearing (March 14, 2013).

ENVIRONMENTAL

The proposed Alessandro Boulevard Corridor Project – Phase II Implementation, is a City initiated project to: 1) create the Mixed Use Overlay Districts to implement the

Vision Plan for Alessandro Boulevard Corridor, 2) increase the maximum permitted density to 30 dwelling units per acre in specified areas of the City, and 3) amend the general plan and zoning for approximately 21.74 acres of R-5 to Community Commercial. The proposed changes affect approximately 315 acres along, adjacent to, or in close proximity to Alessandro Boulevard. The project involves an amendment to the General Plan Land Use Map, as well as an amendment to the Moreno Valley Zoning Code and Zoning Map. Following a preliminary review of the proposed project, the City of Moreno Valley has determined that it is subject to the guidelines and regulations of the California Environmental Quality Act (CEQA). This Initial Study addresses the direct, indirect, and cumulative environmental effects of the project, as proposed.

In accordance with the *California Code of Regulations* (*CCR*) Sections 15051 and 15367, the City of Moreno Valley is identified as the Lead Agency for the proposed project. Under the *California Environmental Quality Act* (*CEQA*) (*Public Resources Code* Section 21000-21177) and pursuant to *CCR* Section 15063, the City is required to undertake the preparation of an Initial Study to determine if the proposed project would have a significant environmental impact. If, as a result of the Initial Study, the Lead Agency finds that there is evidence that any aspect of the project may cause a significant environmental effect, the Lead Agency shall further find that an Environmental Impact Report (EIR) is warranted to analyze project-related and cumulative environmental impacts. Alternatively, if the Lead Agency finds that there is no evidence that the project, either as proposed or as modified to include the mitigation measures identified in the Initial Study, may cause a significant effect on the environment, the Lead Agency shall find that the proposed project would not have a significant effect on the environment and shall prepare a Negative Declaration. Such determination can be made only if "there is no substantial evidence in light of the whole record before the Lead Agency" that such impacts may occur (*Public Resources Code* Section 21080(c)).

The environmental documentation, which is ultimately selected by the City in accordance with *CEQA*, is intended as an informational document undertaken to provide an environmental basis for subsequent discretionary actions upon the project. The resulting documentation is not, however, a policy document and its approval and/or certification neither presupposes nor mandates any actions on the part of those agencies from whom permits and other discretionary approvals would be required.

The environmental documentation and supporting analysis is subject to a public review period. During this review, public agency comments on the document relative to environmental issues should be addressed to the City of Moreno Valley. Following review of any comments received, the City will consider these comments as a part of the project's environmental review and include them with the Initial Study documentation for consideration by the City.

ALTERNATIVES

If not approved, the City would be out of conformance with its certified housing element, which could result in sanctions relative to the review and certification of the next cycle housing element update, which is due to the State in October 2013.

NOTIFICATION

Public notice was sent to all property owners of record within 300' of each of the parcels within the project. The public hearing notice for this project was also published in the local newspaper.

ATTACHMENTS

1. Public Hearing Notice
2. Proposed Resolution
3. Proposed Ordinance
4. Proposed Ordinance Redlined Version
5. Proposed Ordinance
6. Mitigated Negative Declaration
7. Initial Study
8. Map of the Alessandro Boulevard Corridor Project Study Area
9. Residential 30 (R30) Rezoning Maps
10. Commercial Rezoning - Area 5
11. Mixed Use Overlay District Maps
12. Mixed Use Districts Overlay Guidelines
13. Permitted Use Table
14. Planning Commission Staff Report (excluding exhibits)
15. Place Holder for Draft Planning Commission minutes, dated March 14, 2013.

Prepared By:
Claudia Manrique
Associate Planner

Department Head Approval:
Barry Foster
Community & Economic Development Director

Concurred By:
John Terell
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

NOTICE
OF
CITY COUNCIL
PUBLIC HEARING

THE CITY COUNCIL WILL CONSIDER TWO GENERAL PLAN AMENDMENTS (PA11-0028 & PA12-0046), TWO CHANGES OF ZONES (PA11-0029 & PA12-0047), AND MUNICIPAL CODE AMENDMENT (PA11-0030) RELATED TO THE ALESSANDRO BOULEVARD CORRIDOR IMPLEMENTATION PROJECT.

The City of Moreno Valley used grant funds rewarded by SCAG's Compass Blueprint for "Phase II of the implementation of the Alessandro Boulevard Corridor Demonstration Project" (The Alessandro Boulevard Corridor Focus Study - Phase I was funded by SCAG's Compass Blueprint program in February 2010). Phase II includes:

1) Rezoning areas along Alessandro Boulevard to R30 (Residential up to 30 units per acre). The R30 rezoning will also provide consistency with the City's certified Housing Element.
2) Commercial rezoning of a parcel at the southwest corner of Perris Boulevard and Gentian Avenue.
3) Rezoning of approximately 10.4 acres near the southeast corner of Alessandro Boulevard and Lasselle Street to open space.
4) The creation of aMixed Use Districts Overlay, including various parcels along Alessandro Boulevard.

This item will not have a significant effect on the environment and approval of a Mitigated Negative Declaration is recommended.

The City Council may consider any appropriate modifications or alternatives to the amendment or the environmental determination. Any person concerned about the proposal may submit written comments to the Planning Division prior to the hearing date listed below. Any person may appear and be heard in support or opposition to the project or the environmental determination at the time of the hearing. Any person interested in the proposed project may contact Claudia Manrique, Associate Planner at (951) 413-3225in the Community & Economic Development Department at 14177 Frederick Street, Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday – Thursday).

If you challenge any of these items in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council on or before the following meeting date:

Tuesday, April 23, 2013
6:00 P.M. or thereafter
City Hall Council Chamber
14177 Frederick Street
Moreno Valley, CA 92552-0805

RESOLUTION NO. 2013-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING TWO AMENDMENTS TO THE GENERAL PLAN LAND USE ELEMENT (PA11-0028 AND PA12-0046) RELATING TO THE ALESSANDRO BOULEVARD CORRIDOR PROJECT – PHASE II IMPLEMENTATION INCLUDING REZONING APPROXIMATELY 146.19 ACRES TO RESIDENTIAL 30 (R30), APPROXIMATELY 10.46 ACRES OF OPEN SPACE (OS) AND APPROXIMATELY 21.47 ACRES TO COMMERCIAL (C)

Section 1:

WHEREAS, the applicant, the City of Moreno Valley has filed an application for approval of PA11-0028, requesting amendments to the General Plan Land Use. The requested amendment to the Land Use Element changes approximately 146.19 acres of Residential 5 (R5), Residential 15 (R15), Residential/Office (R/O) and Commercial land uses to Residential 30 (R30) and approximately 10.46 acres of Open Space (OS) land uses as described in the title of this resolution and the attached Exhibit A; and

WHEREAS, there is hereby imposed on the associated development projects certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances; and

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that the associated development projects are subject to certain fees, dedications, reservations and other exactions as provided herein; and

WHEREAS, an environmental assessment, including an initial study, has been prepared to address the environmental impacts associated with applications PA11-0028 and PA12-0046 described above and environmental determinations have been adopted pursuant to the California Environmental Quality Act (CEQA); and

WHEREAS, a public hearing was held before the Planning Commission on March 14, 2013, regarding the Alessandro Boulevard Corridor Project – Phase II: Implementation. The Planning Commission recommended that the City Council approve and adopt a mitigated negative declaration for this project; and

WHEREAS, on April 23, 2013, the City Council of the City of Moreno Valley held a public hearing to consider the subject General Plan Amendments; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, all of the facts set forth in this Resolution are true and correct.

BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, HEREBY FINDS AS FOLLOWS WITH RESPECT TO PA11-0028:

Based upon substantial evidence presented during the above-referenced public hearing, including written and oral staff reports, and the record from the public hearing, the City Council hereby finds that:

1. **Conformance with General Plan Policies –** The amendment is consistent with the General Plan, and its goals, objectives, policies and programs, and with any applicable specific plan.

   FACT: California State law (Government Code Section 65580-65589.8) requires that cities provide an inventory of land suitable for residential development. Section 65583.2(B)(e) requires that jurisdictions with a population greater than 100,000 must have sites allowing at least 30 unit per acre. The City of Moreno Valley's current population is approximately 193,365 thus requiring the City to provide high density housing opportunities at the 30 unit per acre.

   PA11-0028 (General Plan Amendment) will change the land use designation for the four areas totaling approximately 146.19 acres to Residential 30 (R30) and approximately 10.4 of Open Space (OS). All of the proposed changes are consistent with, and do not conflict with the goals, objectives, policies, and programs established within the General Plan or any specific plan. The Assessor's Parcel Numbers of the parcels affected by this General Plan Amendment are as followed:

Area #1 (Day/Alessandro) – General Plan Amendment		
APN	Current Land Use	Proposed Land Use
291191004	C	R30
291191007	C	R30
291191008	R/O & C	R30
291191009	R/O & C	R30
291191010	R/O	R30
291191011	C	R30
291191012	R/O	R30
291191013	R/O	R30
291191025	C	R30
291191026	C	R30
291191027	R/O	R30
291191028	R/O	R30

291191029	C	R30

Area #2 (Elsworth/Alessandro) – General Plan Amendment		
APN	Current Land Use	Proposed Land Use
291200023	C	R30
291200024	R/O	R30
291200025	C	R30
291200027	C	R30
291200030	C	R30
291200038	C	R30
291200039	C	R30
291200040	C	R30
291264001	C	R30
291264002	C	R30
291264003	C	R30
291264004	C	R30
291264005	C	R30
291264006	C	R30
291264007	C	R30
291264008	C	R30
291264009	C	R30
291264011	C	R30
291264012	C	R30
291273001	C	R30
291273004	C	R30
291273005	C	R30
291273007	C	R30
291273008	C	R30

Area #3 (Morrison/Alessandro) – General Plan Amendment		
APN	Current Land Use	Proposed Land Use
486270001	R/O	R30
486270002	R/O	R30
486270003	R/O	R30
486270004	R/O	R30
486280043	R/O	R30 (17 acres)
486280043	R/O	OS (approx.10.5 acres)
486270008	R/O	R30
486270017	R/O	R30
486280002	R/O	R30
486280004	R/O	R30

486280005	R/O	R30
486280006	R/O	R30
486280007	R/O	R30
486280008	R/O	R30
486280010	R/O	R30
486280011	R/O	R30
486280012	R/O	R30
486280013	R/O	R30

Area #4 (Perris/Iris) – General Plan Amendment		
APN	Current Land Use	Proposed Land Use
485220006	R15	R30
485220007	R15	R30
485220008	R15	R30
485220009	R15	R30
485220015	R15	R30
485220016	R15	R30
485220017	R15	R30
485220040	R5	R30

2. **Health, Safety and Welfare –** The proposed use will not be detrimental to the public health, safety or general welfare.

   FACT: The proposed amendment to the General Plan does not have the potential of adversely affecting the public health, safety or welfare of the residents of City of Moreno Valley or surrounding jurisdictions. The amendment deals with administrative matters that would not cause a physical effect on the environment.

Section 2:

WHEREAS, the applicant, the City of Moreno Valley has filed an application for approval of PA12-0046, requesting an amendment to the General Plan Land Use. The requested amendment to the Land Use Element changes approximately 21.47 acres of Residential 5 (R5) land use to Commercial (C) land use as described in the title of this resolution and the attached Exhibit B; and

WHEREAS, there is hereby imposed on the associated development projects certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances; and

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that the associated development projects are subject to certain fees, dedications, reservations and other exactions as provided herein; and

WHEREAS, an environmental assessment, including an initial study, has been prepared to address the environmental impacts associated with applications PA11-0028 and PA12-0046 described above and environmental determinations have been adopted pursuant to the California Environmental Quality Act (CEQA); and

WHEREAS, a public hearing was held before the Planning Commission on March 14, 2013, regarding the Alessandro Boulevard Corridor Project – Phase II: Implementation. The Planning Commission recommended that the City Council approve and adopt a mitigated negative declaration for this project.

WHEREAS, on April 23, 2013, the City Council of the City of Moreno Valley held a public hearing to consider the subject General Plan Amendments; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, all of the facts set forth in this Resolution are true and correct.

BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, HEREBY FINDS AS FOLLOWS WITH RESPECT TO PA12-0046:

Based upon substantial evidence presented during the above-referenced public hearing, including written and oral staff reports, and the record from the public hearing, the City Council hereby finds that:

1. **Conformance with General Plan Policies –** The amendment is consistent with the General Plan, and its goals, objectives, policies and programs, and with any applicable specific plan.

   FACT: PA12-0046 (General Plan Amendment) will change the land use designation of Assessor's Parcel Number (APN) 485-220-041, which is located at the southwest corner of Gentian Avenue and Perris Boulevard. The 21.47 acre parcel's land use is currently Residential 5 (R5) and the proposed change is to Commercial (C).

   The parcels directly to the west and southwest are part of the request for both land use and rezoning to Residential 30 (R30). The parcels directly south are currently Commercial (C) and included an approved shopping center (PA06-0123), Home Depot and a Farmer Boys restaurant.

There is no development application associated with the proposed land use change. The proposed zoning would permit development of a commercial shopping center, which would support the neighboring proposed high density housing.

Changing the land use of 21.47 acres to commercial uses along Perris Boulevard consistent the goals of the Alessandro Boulevard Corridor Plan though was not an original part of the vision plan. Perris Boulevard is a similar to Alessandro Boulevard as an important regional transportation link for Moreno Valley. Perris Boulevard is ideal to provide a mix of retail and multiple density housing opportunities to promote pedestrian-oriented development. The land use change to Commercial is also consistent with the General Plan and would not be in conflict with the goals, objectives, policies or programs of the General Plan.

2. **Health, Safety and Welfare –** The proposed use will not be detrimental to the public health, safety or general welfare.

FACT: The proposed amendment to the General Plan does not have the potential of adversely affecting the public health, safety or welfare of the residents of City of Moreno Valley or surrounding jurisdictions. The amendment deals with administrative matters that would not cause a physical effect on the environment.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The City Council hereby approves Resolution No. 2013- __ approving PA11-0028 and PA12-0046, thereby establishing the General Plan Land Uses as described in the Resolution, and the revised General Plan maps attached to the Resolution as Exhibit A & B.

APPROVED AND ADOPTED this 23rd day of April, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00195318

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-26 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 23rd day of April, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

MV00195319

EXHIBIT A

Exhibit:

E

Map Status: DRAFT

G:\ArcMap\Planning\CorridorPlans0213\Exhibit Maps\Exhibit1.mxd
Print Date: March 5, 2013

CITY OF MORENO VALLEY
RESIDENTIAL 30 (R30) REZONING

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Map Produced by Moreno Valley Geographic Information System

Map Legend

Area #1 Parcels

Moreno Valley

Location Map

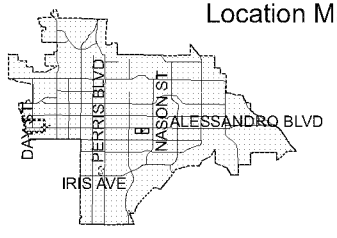

Resolution No. 2013-26

Date Adopted: April 23, 2013

MV001953320

Exhibit:

E

Map Status: DRAFT

G:\ArcMap\Planning\CorridorPlans0213\Exhibit Maps\Exhibit2.mxd
Print Date: March 5, 2013

CITY OF MORENO VALLEY

RESIDENTIAL 30 (R30) REZONING

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Map Produced by Moreno Valley Geographic Information System

Map Legend

Area #2 Parcels

Location Map

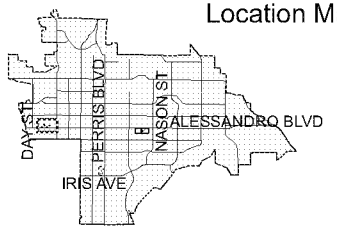

Resolution No. 2013-26

Date Adopted: April 23, 2013

MV00195321

Exhibit:

E

Map Status: DRAFT

G:\ArcMap\Planning\CorridorPlans0213\Exhibit Maps\Exhibit3.mxd
Print Date: March 20, 2013

CITY OF MORENO VALLEY
RESIDENTIAL 30 (R30) REZONING

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Map Produced by Moreno Valley Geographic Information System

Map Legend

- Area #3 Parcels
- Open Space

11

Resolution No. 2013-26

Date Adopted: April 23, 2013

Location Map

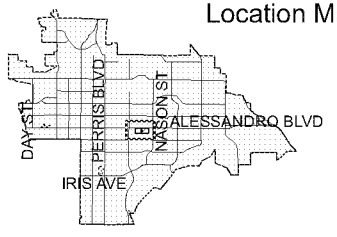

MV00195322

Exhibit:

E

Map Status: DRAFT

G:\ArcMap\Planning\CorridorPlans0213\Exhibit Maps\Exhibit4.mxd
Print Date: March 5, 2013

CITY OF MORENO VALLEY
RESIDENTIAL 30 (R30) REZONING

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Map Produced by Moreno Valley Geographic Information System

Map Legend

Area #4 Parcels

12

Resolution No. 2013-26

Date Adopted: April 23, 2013

Location Map

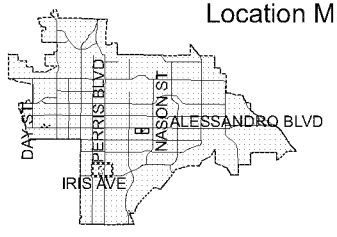

MV00195323

EXHIBIT B

Exhibit:

E

Map Status: DRAFT

G:\ArcMap\Planning\CorridorPlans0213\Exhibit Maps\Exhibit5.mxd
Print Date: March 5, 2013

CITY OF MORENO VALLEY
COMMERCIAL (CC) REZONING

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Map Produced by Moreno Valley Geographic Information System

Map Legend

Area #5 Parcels 13

Resolution No. 2013-26

Date Adopted: April 23, 2013

Location Map

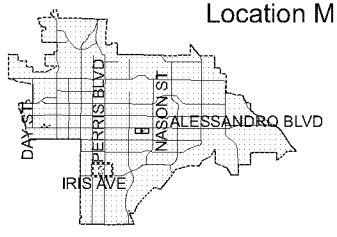

MV00195324

ORDINANCE NO. 864

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A MUNICIPAL CODE AMENDMENT (PA11-0030)AMENDING TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE REGARDING THE CREATION OF THE MIXED USE OVERLAY DISTRICT (APPROXIMATELY 147.69 ACRES) AND AMENDING THE MUNICIPAL CODE TO INCLUDE STANDARDS RELATED TO THE MIXED USE OVERLAY DISTRICT.

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1:

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 The City of Moreno Valley Official Zoning Atlas shall be modified to reflect the Mixed Use Districts Overlay.

1.3. An environmental assessment, including an initial study, has been prepared to address the environmental impacts associated with application PA11-0030 described above and environmental determinations have been adopted pursuant to the California Environmental Quality Act (CEQA).

SECTION 2: FINDINGS:

Based on substantial evidence presented to this City Council during its public hearing on April 23, 2013, including written and oral staff reports and the record from the public hearing, this City Council hereby finds as follows:

1. Conformance with General Plan Policies –The amendment is consistent with the General Plan, and its goals, objectives, policies and programs, and with any applicable specific plan.

   FACT: All of the proposed changes are consistent with, and do not conflict with the goals, objectives, policies, and programs established within the General Plan or any specific plan. The amendment creates the Mixed-Use Overlay District to replace the current Mixed Use Zoning Districts 1 and 2 (MUD1 and MUD2). The amendment also includes development standards for the Mixed Use Overlay District.

The General Plan currently references and encourages the concept of mixed use development. At this time, only limited specific plan areas within the City (Village at Sunnymead – Specific Plan 204 and the expired Moreno Highlands – Specific Plan 208) are zoned for mixed use development. The creation of the Mixed Use Overlay District will help promote the concept of mixed use in the City of Moreno Valley.

General Plan Objective 2.4 states that the City shall "Provide commercial areas within the City that are conveniently located, efficient, attractive, and have safe and easy pedestrian and vehicular circulation in order to serve the retail and service commercial needs of Moreno Valley residents and businesses." The creation of the Mixed Use Overlay District will help meet this objective.

2. Health, Safety and Welfare –The proposed use will not be detrimental to the public health, safety or general welfare.

   FACT: The proposed changes do not have the potential of adversely affecting the public health, safety or welfare of the residents of City of Moreno Valley or surrounding jurisdictions. The amendment deals with administrative matters that would not cause a physical effect on the environment.

3. Conformance with Zoning Regulations –The proposed amendment is consistent with the purposed and intent of Title 9.

   FACT: The amendments to the Municipal Code provides for an internally consistent set of regulations that are compatible with the purpose and intent of Title 9. The proposed changes (creation of the Mixed Use Overlay District, deletion of the MUD1 & MUD2 and inclusion of the development standards for the Mixed Use Overlay District) eliminate conflicts or clarify the meaning of some sections of Title 9. As such, it furthers the specific purpose and intent of Title 9 to "implement the goals, objectives, policies and programs of the Moreno Valley General Plan and manage future growth and change in accordance with that plan."

SECTION 3: MUNICIPAL CODE AMENDED:

3.1 Removal of MUD1 & MUD2 Information from Chapter 9.07 Special Districts. Both Section 9.07.090 Mixed Use Development 1 (MUD1) and Section 9.07.100 Mixed Use Development 2 (MUD2) will be deleted from Municipal Code as followed:

3.2Chapter 9.11 - Parking, Pedestrian and Loading Requirements' Section 9.11.060 of the Off-street bicycle parking requirements will be revised by deleting the current Section shown below:

A. Type of Facilities.

1. Class 1 Facilities. Class 1 bicycle facilities required pursuant to the provisions of this chapter are intended for long-term parking, and shall be protected against theft of the entire bicycle and of its components and accessories.

2. Class 2 Facilities. Class 2 facilities are intended for short-term parking, and shall include a stationary object to which the owner or operator can lock the frame and both wheels with a user-provided lock. The facility shall be designed so as to protect the lock from physical assault.

3. Class 3 Facilities. Class 3 facilities are also intended for short-term parking, and shall include a stationary object to which the user can lock the frame and both wheels with a user-provided six-foot cable (or chain) and lock.

B. Number of Parking Spaces Required.

1. Bicycle parking spaces shall be provided in all commercial, office and industrial districts equal to five percent of the required automobile parking spaces, with a minimum of two bicycle parking stalls required for any one use.

2. Single and Multiple-family residencesare exempt from this section.

C. Class Requirements. All required bicycle parking spaces shall include a Class 2 or 3 facility, except elementary and junior high schools, which shall include an enclosed Class 1 facility.

D. General Requirements.

1. All bicycle spaces shall be located as close as possible to the entrance(s) of the use that they are intended to serve, but situated as not to obstruct primary pedestrian circulation. If this is not possible, signs should be posted to direct bicyclists to bike parking.

2. All bicycle facilities shall be located in highly visible areas to minimize theft and vandalism.

3. All bicycle parking and storage areas shall be surfaced so as to keep the area in a dust-free condition. Pervious pavement is recommended.

4. A minimum aisle width of five feet shall be provided between and adjacent to rows of bicycle spaces for access and pedestrian pathways.

5. Bicycle parking areas shall be separated from automobile parking areas by a physical barrier of sufficient identification and distance to protect parked bicycles from damage by cars.

6. Signage should be posted to direct bicyclists to the locations of bicycle racks that may not be readily apparent. Similarly, signs indicating the location of bicycle parking should be posted wherever a NO BICYCLE PARKING sign is posted.

3.3 Urban design strategies to intensify land uses along the Alessandro Boulevard Corridor have been combined into the "Mixed Use Districts Overlay". It is the intent to replace MUD1 and MUD2 with the enhanced districts of the "Mixed Use Districts Overlay". **Exhibit A** of this Ordinance includes the Chapters and Sections, complete with Figures and Tables, which will be added to Chapter 9 of the Municipal Code.

Exhibit A includes the following chapters to be added to Chapter 9 of the Municipal Code:

Chapter 9.02 – Permits and Approvals [Addition]
9.02.090 – Administrative variances.

Chapter 9.07.090 – Mixed-Use Overlay Districts [New]
9.07.091 – Purpose and Intent
9.07.092 – Applicability
9.07.093 – Purposes of Mixed-Use Overlay Districts
9.07.094 – Permitted Uses in Mixed-Use Overlay Districts
9.07.095 – Mixed-Use Overlay District Site Development Standards
9.07.096 – Building Frontage Type Standards
9.07.097 – Open Space Standards – Publicly-Accessible Open Space
9.07.098 – Open Space Standards – Private/Common Open Space
9.07.099 – Lot Area Requirements and Lot Consolidation Incentives

Chapter 9.09 – Specific Use Development Standards [New]
9.09.250 – Live-Work Development
9.09.260 – Mixed-Use Development
9.09.270 – Outdoor Dining

Chapter 9.11 – Parking, Pedestrian, and Loading Requirements [New/Revised]
9.11.030 – General Regulations
9.11.040 – Off-Street Parking Requirements
9.11.060 – Off-Street Bicycle Parking Requirements

Chapter 9.15 – Definitions [New]
9.15.030 – Defintions

3.4 The Permitted Uses Table 9.02.020-1 in Chapter 9.02.020 will be replaced with **Exhibit B**of this Ordinance.

SECTION 4: EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5: NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6: EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this14th day of May, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 864 had its first reading on April 23, 2013 and had its second reading on May 14, 2013, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 14th day of May, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

ORDINANCE NO. 864

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A MUNICIPAL CODE AMENDMENT (PA11-0030) AMENDING TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE REGARDING THE CREATION OF THE MIXED USE OVERLAY DISTRICT (APPROXIMATELY 147.69 ACRES) AND AMENDING THE MUNICIPAL CODE TO INCLUDE STANDARDS RELATED TO THE MIXED USE OVERLAY DISTRICT.

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1:

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 The City of Moreno Valley Official Zoning Atlas shall be modified to reflect the Mixed Use Districts Overlay.

1.3. An environmental assessment, including an initial study, has been prepared to address the environmental impacts associated with application PA11-0030 described above and environmental determinations have been adopted pursuant to the California Environmental Quality Act (CEQA).

SECTION 2: FINDINGS:

Based on substantial evidence presented to this City Council during its public hearing on April 23, 2013, including written and oral staff reports and the record from the public hearing, this City Council hereby finds as follows:

1. Conformance with General Plan Policies – The amendment is consistent with the General Plan, and its goals, objectives, policies and programs, and with any applicable specific plan.

   FACT: All of the proposed changes are consistent with, and do not conflict with the goals, objectives, policies, and programs established within the General Plan or any specific plan. The amendment creates the Mixed-Use Overlay District to replace the current Mixed Use Zoning Districts 1 and 2 (MUD1 and MUD2). The amendment also includes development standards for the Mixed Use Overlay District.

The General Plan currently references and encourages the concept of mixed use development. At this time, only limited specific plan areas within the City (Village at Sunnymead – Specific Plan 204 and the expired Moreno Highlands – Specific Plan 208) are zoned for mixed use development. The creation of the Mixed Use Overlay District will help promote the concept of mixed use in the City of Moreno Valley.

General Plan Objective 2.4 states that the City shall "Provide commercial areas within the City that are conveniently located, efficient, attractive, and have safe and easy pedestrian and vehicular circulation in order to serve the retail and service commercial needs of Moreno Valley residents and businesses." The creation of the Mixed Use Overlay District will help meet this objective.

2. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or general welfare.

   FACT: The proposed changes do not have the potential of adversely affecting the public health, safety or welfare of the residents of City of Moreno Valley or surrounding jurisdictions. The amendment deals with administrative matters that would not cause a physical effect on the environment.

3. Conformance with Zoning Regulations – The proposed amendment is consistent with the purposed and intent of Title 9.

   FACT: The amendments to the Municipal Code provides for an internally consistent set of regulations that are compatible with the purpose and intent of Title 9. The proposed changes (creation of the Mixed Use Overlay District, deletion of the MUD1 & MUD2 and inclusion of the development standards for the Mixed Use Overlay District) eliminate conflicts or clarify the meaning of some sections of Title 9. As such, it furthers the specific purpose and intent of Title 9 to "implement the goals, objectives, policies and programs of the Moreno Valley General Plan and manage future growth and change in accordance with that plan."

SECTION 3: MUNICIPAL CODE AMENDED:

3.1 Removal of MUD1 & MUD2 Information from Chapter 9.07 Special Districts. Both Section 9.07.090 Mixed Use Development 1 (MUD1) and Section 9.07.100 Mixed Use Development 2 (MUD2) will be deleted from Municipal Code as followed:

~~9.07.090 Mixed Use Development 1 (MUD1)~~
~~9.07.100 Mixed Use Development 2 (MUD2)~~

3.2 Chapter 9.11 - Parking, Pedestrian and Loading Requirements' Section 9.11.060 of the Off-street bicycle parking requirements will be revised by deleting the current Section shown below:

A. Type of Facilities.

1. Class 1 Facilities. Class 1 bicycle facilities required pursuant to the provisions of this chapter are intended for long-term parking, and shall be protected against theft of the entire bicycle and of its components and accessories.

2. Class 2 Facilities. Class 2 facilities are intended for short-term parking, and shall include a stationary object to which the owner or operator can lock the frame and both wheels with a user-provided lock. The facility shall be designed so as to protect the lock from physical assault.

3. Class 3 Facilities. Class 3 facilities are also intended for short-term parking, and shall include a stationary object to which the user can lock the frame and both wheels with a user-provided six-foot cable (or chain) and lock.

B. Number of Parking Spaces Required.

1. Bicycle parking spaces shall be provided in all commercial, office and industrial districts equal to five percent of the required automobile parking spaces, with a minimum of two bicycle parking stalls required for any one use.

2. Single~~-family~~ and ~~multiple~~Multiple-family residences~~, senior housing complexes, mobile home parks and model home complexes~~ are exempt from this section.

C. Class Requirements. All required bicycle parking spaces shall include a Class 2 or 3 facility, except elementary and junior high schools, which shall include an enclosed Class 1 facility.

D. General Requirements.

1. All bicycle spaces shall be located as close as possible to the entrance(s) of the use that they are intended to serve, but situated as not to obstruct primary pedestrian circulation. If this is not possible, signs should be posted to direct bicyclists to bike parking.

2. All bicycle facilities shall be located in highly visible areas to minimize theft and vandalism.

3. All bicycle parking and storage areas shall be surfaced so as to keep the area in a dust-free condition. Pervious pavement is recommended.

4. A minimum aisle width of five feet shall be provided between and adjacent to rows of bicycle spaces for access and pedestrian pathways.

5. Bicycle parking areas shall be separated from automobile parking areas by a physical barrier of sufficient identification and distance to protect parked bicycles from damage by cars.

6. Signage should be posted to direct bicyclists to the locations of bicycle racks that may not be readily apparent. Similarly, signs indicating the location of bicycle parking should be posted wherever a NO BICYCLE PARKING sign is posted.

3.3 Urban design strategies to intensify land uses along the Alessandro Boulevard Corridor have been combined into the "Mixed Use Districts Overlay". It is the intent to replace MUD1 and MUD2 with the enhanced districts of the "Mixed Use Districts Overlay". **Exhibit A** of this Ordinance includes the Chapters and Sections, complete with Figures and Tables, which will be added to Chapter 9 of the Municipal Code.

Exhibit A includes the following chapters to be added to Chapter 9 of the Municipal Code:

Chapter 9.02 – Permits and Approvals [Addition]
9.02.090 – Administrative variances.

Chapter 9.07.090 – Mixed-Use Overlay Districts [New]
9.07.091 – Purpose and Intent
9.07.092 – Applicability
9.07.093 – Purposes of Mixed-Use Overlay Districts
9.07.094 – Permitted Uses in Mixed-Use Overlay Districts
9.07.095 – Mixed-Use Overlay District Site Development Standards
9.07.096 – Building Frontage Type Standards
9.07.097 – Open Space Standards – Publicly-Accessible Open Space
9.07.098 – Open Space Standards – Private/Common Open Space
9.07.099 – Lot Area Requirements and Lot Consolidation Incentives

Chapter 9.09 – Specific Use Development Standards [New]
9.09.250 – Live-Work Development
9.09.260 – Mixed-Use Development
9.09.270 – Outdoor Dining

Chapter 9.11 – Parking, Pedestrian, and Loading Requirements [New/Revised]
9.11.030 – General Regulations
9.11.040 – Off-Street Parking Requirements

9.11.060 – Off-Street Bicycle Parking Requirements

Chapter 9.15 – Definitions [New]
9.15.030 – Defintions

3.4 The Permitted Uses Table 9.02.020-1 in Chapter 9.02.020 will be replaced with **Exhibit B** of this Ordinance.

SECTION 4: EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5: NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6: EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 14th day of May, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 864 had its first reading on April 23, 2013 and had its second reading on May 14, 2013, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 14th day of May, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

MV00195336

Addition of the following section to existing Chapter 9.02.090 under "C - Limitations on Administrative Variances":

Chapter 9.02 – Permits and Approvals [Addition]

Sections:

9.02.090 – Administrative Variances

9.02.090 – Administrative variances.

C. Limitations on Administrative Variances. Only the following variances may be granted by the community development director and subject to the following limitations:

5. Decrease in building frontage requirements. In any mixed-use overlay district, the community development director may authorize up to a ten (10) percent decrease in the distance threshold established to specify the required percentage of a building frontage to be built to the Build-To-Zone, as indicated in Table 9.075.050-10 (Mixed-Use Overlay District Development Standards) (i.e., the distance threshold from street intersections for the purposes of calculating building frontage length may be reduced from 300 feet to 270 feet). The community development director is not authorized to reduce the percentage of the building frontage that is required to be built to the Build-To-Zone.

Addition of the following NEW section Chapter 9.07.090 and all related Sections:

Chapter 9.07.090 – Mixed-Use Overlay Districts [New]

Sections:

9.07.091 – Purpose and Intent
9.07.092 – Applicability
9.07.093 – Purposes of Mixed-Use Overlay District
9.07.094– Permitted Uses in Mixed-Use Overlay Districts
9.07.095 – Mixed-Use Site Development Standards
9.07.096 – Building Frontage Type Standards
9.07.097 – Open Space Standards – Publicly-Accessible Open Space
9.07.098 – Open Space Standards – Private/Common Open Space
9.07.099 – Lot Area Requirements and Lot Consolidation Incentives

9.07.091 – Purpose and Intent

A. Purpose. The purpose of this Chapter to provide regulations that implement the goals and policies of the General Plan, the Alessandro Boulevard Corridor Vision Plan (accepted by the Moreno Valley City Council on June 30, 2010), and other similar long-range planning documents aimed at encouraging mixed-use development within the City.

B. Intent. The Mixed-Use Overlay Districts are intended to:

1. Stimulate economic development and reinvestment through regulations based upon recognized urban design principles that allow property owners to respond with flexibility to market forces;

2. Create specific development nodes at street intersections with a pedestrian-oriented mix of uses with convenient access between area neighborhoods, housing, employment centers, and retail services;

3. Accommodate intensities and patterns of development that can support multiple modes of transportation including public transit, bicycles, and walking;

4. Facilitate well-designed new mixed-use development projects that combine residential and nonresidential uses (e.g., office, retail, business services, personal services, public spaces and uses, other community amenities, etc.) to promote a better balance of jobs and housing;

5. Ensure compatibility with adjacent existing single-family neighborhoods and harmonious integration with existing commercial areas;

6. Encourage the development of unique district character through a streetscape that provides attractive features (e.g., landscaping, street furniture, niche or linear parks, public places, courtyards, public transportation shelters; etc.) designed to integrate the public realm (e.g., streets, sidewalks, etc.) with adjacent development on private property; and

7. Provide additional property rights while preserving existing property rights. This intent is achieved by providing additional development rights in compliance with this Chapter, which property owners may exercise under certain conditions, while retaining all development rights conferred by the underlying district to property owners in the mixed-use overlay districts. Incentives and advantages include allowing a greater range and mix of uses; more permissive dimensional specifications (e.g., greater floor area ratio, lot coverage ratio, and height; reduced setbacks; etc.); exemption from certain design review requirements; and fee reductions or waivers.

9.07.092 – Applicability

This Section describes the applicability of mixed-use overlay district standards to a property when the property is located within two districts – a base district (e.g., Commercial (C), Office (O), Business Park/Light Industrial (BP), etc.) and a mixed-use overlay district.

A. Relationship between overlay district standards and base district standards. For property within a mixed-use overlay district, the regulations in this Chapter allow mixed-use development as an alternative to the type of development allowed under the base (underlying) district standards.

B. Base district standards.

1. The provisions in this Chapter shall apply to all properties within their respective mixed-use overlay districts, but the provisions do not supersede the underlying base district provisions until a property is developed in compliance with the provisions of this Chapter.

2. New projects may be developed in compliance with the existing underlying base district, provided that all standards and requirements of the underlying base district are met.

3. Regulations, development standards, and requirements in the underlying base district shall continue to apply to those projects that are currently developed according to the existing standards.

4. For legal non-conforming uses (i.e., uses that do not comply with the provisions of the base district or this Chapter), the provisions in Section 9.02.180 (Legal Nonconforming Uses, Improvements, and Parcels) shall apply.

C. Option to apply mixed-use overlay district standards.

1. The owner or developer of any property within any mixed-use overlay district may choose to develop in compliance with the standards and procedures in this Chapter that apply to the particular mixed-use overlay district in which the property is located.

2. In order to exercise the option to develop under the provisions in this Chapter, approval of a development review application shall be required in compliance with Chapter 9.02.030 (Development Review Process). In granting the approval, the review authority shall find that:

   a. The proposed development is in compliance with the provisions in this Chapter; and

   b. Approval of the project will not reduce the amount of land available in mixed-use overlay zone areas to a point where the City's affordable housing needs under the Regional Housing Needs Assessment (RHNA) cannot be met.

D. Other applicable regulations. Other applicable regulations can be found in Section 9.09.250 (Live-Work Development) and Section 9.09.260 (Mixed-Use Development).

E. Applicable regulations after completion of development. Once a property is developed in compliance with the provisions in this Chapter, the provisions of this Chapter completely supersede the provisions of the underlying base district. Whenever the requirements of the overlay district impose a more or less restrictive standard than the provisions of the underlying base district, the requirements of the overlay district shall govern.

F. Use of photographs. Photographs and illustrations are included in this Chapter for illustrative purposes only. Specific development standards in this Chapter are the controlling language for purposes of development regulation.

MV00195339

9.07.093 – Purposes of Mixed-Use Overlay Districts

This Section describes the purpose and intent of each mixed-use overlay district.

A. **Mixed-Use Institutional Anchor (MUI) Overlay District.** The Mixed-Use Institutional Anchor (MUI) Overlay District applies to areas around prominent anchor institutiOns, such as civic centers, medical centers, and educational campuses. The intent is to build upon the role of the institutions by providing opportunities for urban, high-intensity development that serves the needs of visitors, employees, and residents affiliated with the anchor institution and the surrounding region. Development is allowed up to five stories in height with building frontages near or at the sidewalk, wide sidewalks, and parking under or behind buildings. Vertical mixed-use development (ground-floor retail with offices or housing above) is required at important street intersections. Horizontally-integrated or vertically-integrated mixed-use development, with no requirement for ground-floor retail, is allowed in other locations. The overlay district name may be expanded to include the name of the type of anchor institution (e.g., "MUI – Medical Center"). See Figure 9.07.093-1 (Examples of Development in Mixed-Use Institutional Anchor (MUI) Overlay District).

B. **Mixed-Use Community (MUC) Overlay District.** The Mixed-Use Community (MUC) Overlay District applies to areas along major arterials and arterials. The intent is to provide opportunities for the development of pedestrian-oriented blocks with medium-intense development that serves the needs of residents, visitors, and employees from the surrounding community. Development is allowed up to four stories in height with building frontages near or at the sidewalk, wide sidewalks, and parking under or behind buildings. Vertical mixed-use development (ground-floor retail with offices or housing above) is required at important street intersections. Horizontally-integrated or vertically-integrated mixed-use development, with no requirement for ground-floor retail, is allowed in other locations. The overlay district name may be expanded to include the community name (e.g., "MUC – East Alessandro"). See Figure 9.07.093-2 (Examples of Development in Mixed-Use Community (MUC) Overlay District).

C. **Mixed-Use Neighborhood (MUN) Overlay District.** The Mixed-Use Neighborhood (MUN) Overlay District applies to areas along arterials and minor arterials. The intent is to provide an area for low-rise mixed-use development that serves the needs of residents, visitors, and employees from the surrounding immediate neighborhood. Development is allowed up to three stories in height with building frontages near or at the sidewalk, wide sidewalks, and parking under or behind buildings. Vertical mixed-use development (ground-floor retail with offices or housing above) is required at important street intersections. Horizontally-integrated or vertically-integrated mixed-use development, with no requirement for ground-floor retail, is allowed in other locations. The overlay district name may be expanded to include the neighborhood name (e.g., "MUN – Lasselle Crossing"). See Figure 9.07.093-3 (Examples of Development in Mixed-Use Neighborhood (MUN) Overlay District).

Figure 9.07.093-1
Examples of Development in Mixed-Use Institutional Anchor (MUI) Overlay District

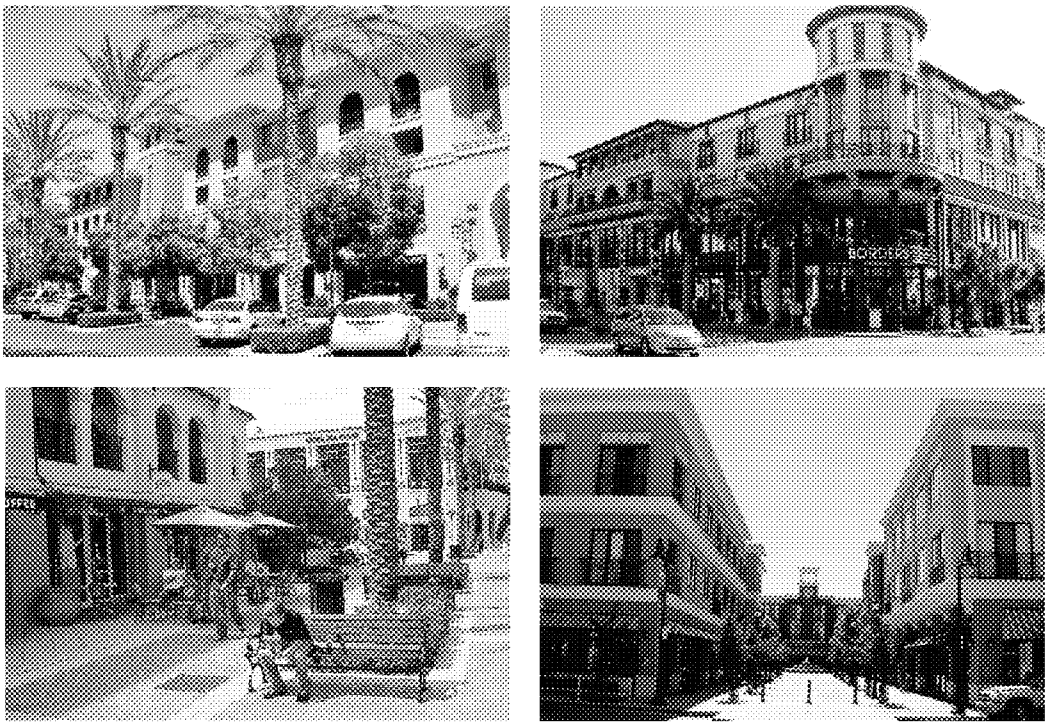

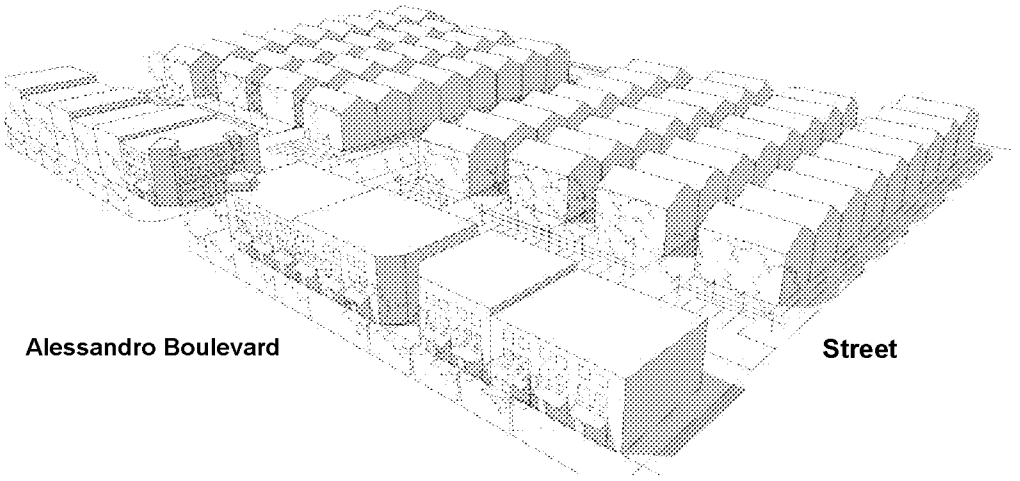

MV00195341

Figure 9.07.093-2
Examples of Development in Mixed-Use Community (MUC) Overlay District

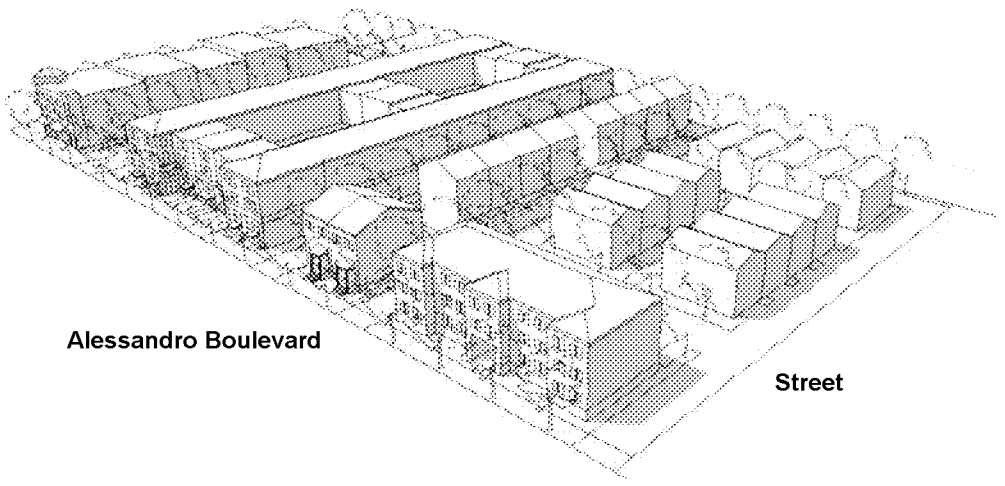

Figure 9.07.093-3
Examples of Development in Mixed-Use Neighborhood (MUN) Overlay District

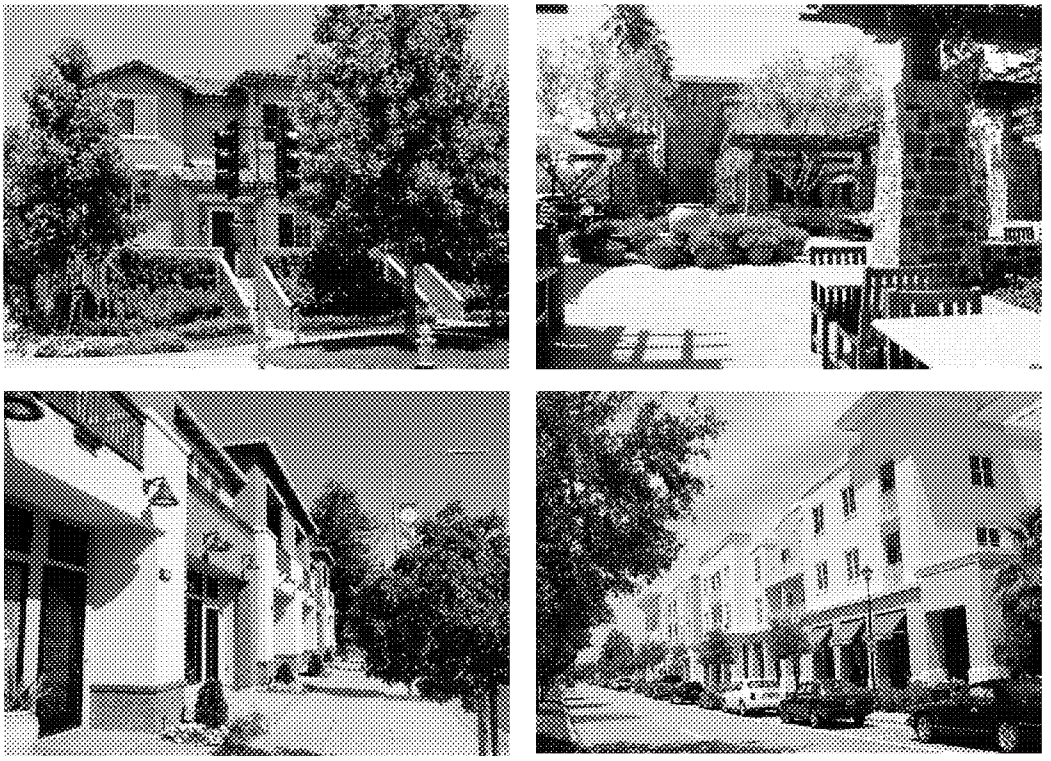

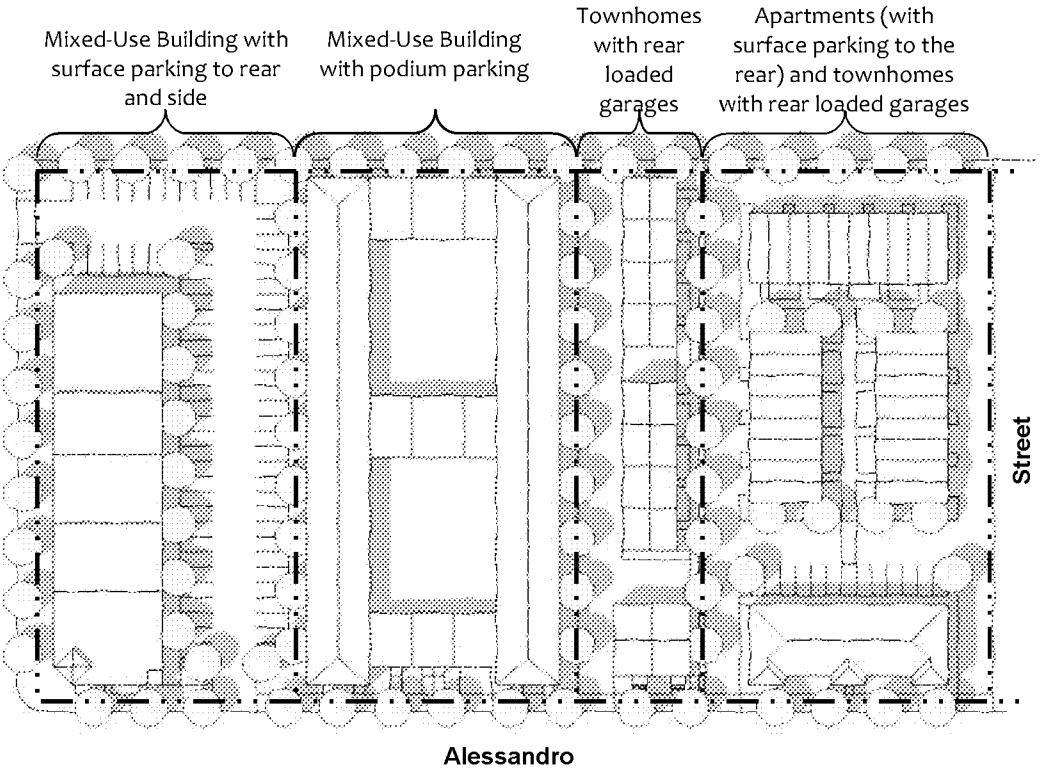

MV00195343

9.07.094 – Permitted Uses in Mixed-Use Overlay Districts

For the mixed-use overlay districts, unless otherwise expressly provided in this Title, permitted uses are limited to those described in the Permitted Uses Table 9.02.020-1 in Section 9.02.020 (Permitted Uses) of this Title. Any use not listed in Table 9.02.020-1 as a permitted use, conditional use, or accessory use shall be prohibited.

MV00195344

9.07.095 – Mixed-Use Overlay District Site Development Standards

This Section provides standards that govern development on properties located in the Mixed-Use Overlay Districts. See Table 9.07.095-10 (Mixed-Use Overlay District Development Standards) and related illustrations. For the purpose of this Zoning Code, mixed-use projects shall comply with nonresidential standards when no mixed-use standards exist.

Table 9.07.095-10: Mixed-Use Overlay District Development Standards

Development Features	*MUI*	*MUC*	*MUN*
Density Standards	*Maximum density for residential uses expressed as dwelling units per net acre. See § 9.08.060 (Development Density)*		
Residential Uses	40 du/ac	30 du/ac	30 du/ac
Intensity Standards	*Maximum floor area ratio (FAR) for nonresidential uses.*		
Nonresidential Uses **(1)**	1.0 (less than 50% residential) 1.25 (greater than 50% residential)	1.0	1.0
Block Standards	*Maximum dimensions required for each newly created block as measured from edge of right-of-way line. See "Block" in § 9.15.030 (Definitions). See Figure 9.07.095-4.*		
Block Length (A)	600 ft (max)	500 ft (max)	500 ft (max)
Block Perimeter (B)	1,800 ft	1,600 ft	1,500 ft

Notes:
(1) Podium and underground parking is not counted toward floor area ratio (FAR). Includes residential FAR.

Table continued on next page

Table 9.07.095-10: Mixed-Use Overlay District Development Standards (continued)

Development Features	*MUI*	*MUC*	*MUN*
Building Placement Standards			
Build-to-Zone	*The area between the minimum and maximum setbacks within which the principal building's front façade (building façade line) is to be located. See "Build-to-Zone" in § 9.15.030 (Definitions). See Figure 9.07.095-5*		
Front (C) Along Alessandro Blvd	0 - 15 ft	0 - 10 ft	0 - 10 ft
Front (D) All other Streets	0 - 15 ft	0 - 10 ft	0 - 10 ft
Street Side Setback (E)	0 - 15 ft	0 - 10 ft	0 - 10 ft
Setback	*Minimum and maximum required setbacks. See § 9.08.030 (Accessory Structures) for allowed projections into setbacks. See Figure 9.07.095-6*		
Front Setback (F) Along Alessandro Blvd	0 ft (min); 15 ft (max)	0 ft (min); 10 ft (max)	0 ft (min); 10 ft (max)
Front Setback (G) All other Streets	0 ft (min); 15 ft (max)	0 ft (min); 10 ft (max)	0 ft (min); 10 ft (max)
Street Side Setback (H)	0 ft (min); 15 ft (max)	0 ft (min); 10 ft (max)	0 ft (min); 10 ft (max)
Interior Side Setback **(2)** (I)	5 ft (min); No max	5 ft (min); No max	5 ft (min); No max
Rear Setback **(2)** (J)	10 ft (min); No max	10 ft (min); No max	10 ft (min); No max
Building Frontage Length	*% of building built to BTZ. See "Build-to-Zone" in § 9.15.030 (Definitions). See Figure 9.07.095-7.*		
Within 300 ft of street intersections (K)	65%	65%	65%
Over 300 ft from street intersections (L)	50%	50%	50%
Building Standards	*See "Underground Levels" and "Mezzanines/Lofts" in § 9.15.030 (Definitions). See Figure 9.07.095-8.*		
Number of Stories **(3)** (M)	5 max	4 max	3 max
Maximum Height **(3)** (N)	60 ft	55 ft	45 ft
Underground Levels (O)	Allowed	Allowed	Allowed
Mezzanines/Lofts **(4)** (P)	Allowed	Allowed	Allowed
Building Frontage Types	*See § 9.07.096 (Frontage Type Standards).*		
Along Alessandro Boulevard within 300 ft of Intersections (Q)	Live-Work Office Storefront	Live-Work Office Residential Storefront	Live-Work Office Residential Storefront
Elsewhere (R)	Live-Work Office Residential Storefront	Live-Work Office Residential Storefront	Live-Work Office Residential Storefront

Notes:

(2) Wherever a lot abuts a lot in any single-family residential district, a minimum setback equal to the building height, but not less than 10 feet shall be required.

(3) Wherever a lot abuts a lot in any single-family residential district, a 15-foot upper story stepback is required for those portions of buildings that are above 30 feet from finished grade.

(4) Mezzanines and lofts shall not be counted as a floor if less than 1/3 of the unit's floor area.

Table continued on next page

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Table 9.07.095-10: Mixed-Use Overlay District Development Standards (continued)

Development Features	*MUI*	*MUC*	*MUN*
Site Planning Standards			
Parking Standards	*See § 9.11 (Parking Standards) and Figure 9.07.095-9.*		
Surface Parking (S)	20 ft min setback from front lot line; 15 ft min setback from side lot line	20 ft min setback from front lot line; 15 ft min setback from side lot line	20 ft min setback from front lot line; 15 ft min setback from side lot line
Garage / Tuck-Under Parking (T)	Prohibited along front lot lines	Prohibited along front lot lines	Prohibited along front lot lines
Underground / Podium Parking (U)	Allowed beneath building footprint	Allowed beneath building footprint	Allowed beneath building footprint
Above-Ground Parking Structure **(5)** (V)	Allowed if screened from views from public right-of-way and adjacent single-family residential districts	Allowed if screened from views from public right-of-way and adjacent single-family residential districts	Allowed if screened from views from public right-of-way and adjacent single-family residential districts
Open Space Standards			
Publicly Accessible Open Space (nonresidential)	*See § 9.07.098 (Open Space Standards – Publicly Accessible Open Space).*		
	15% of net lot area	10% of net lot area	10% of net lot area
Private Open Space (multi-family residential)	*See § 9.07.099 (Open Space Standards – Private/Common Open Space).*		
1st floor	150 sq ft per unit	150 sq ft per unit	150 sq ft per unit
Upper floors	100 sq ft per unit	100 sq ft per unit	100 sq ft per unit
Common Open Space (multi-family residential)	300 sq ft per unit	300 sq ft per unit	300 sq ft per unit

Notes:

(5) Minimum interior depth of building liner space that wraps above-ground parking structures facing Alessandro Boulevard shall be 30 feet from the building façade line, as defined in Section 9.15.030 (Definitions).

MV00195347

Figure 9.07.095-4: Block Standards

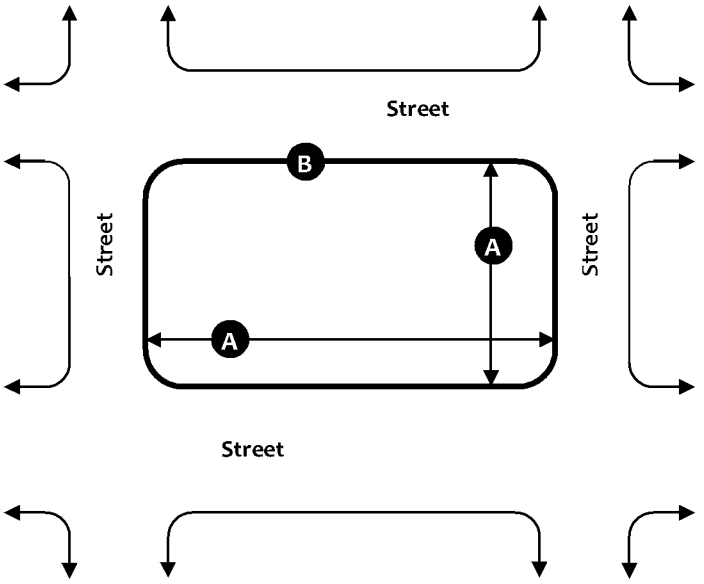

Figure 9.07.095-5: Build-to-Zone Standards

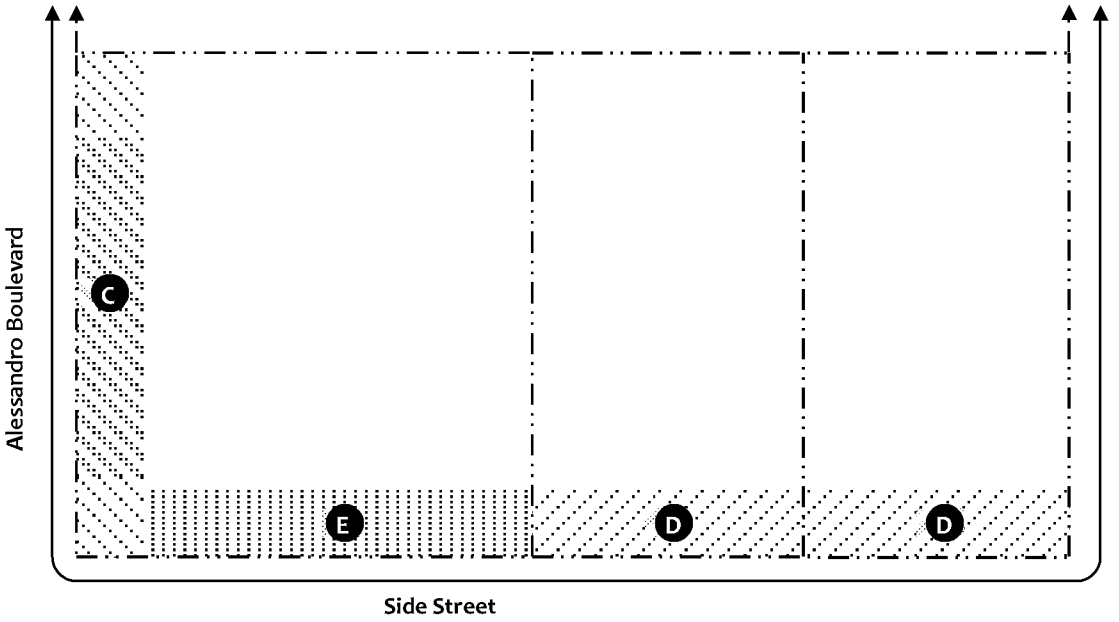

Figure 9.07.095-6: Setback Standards

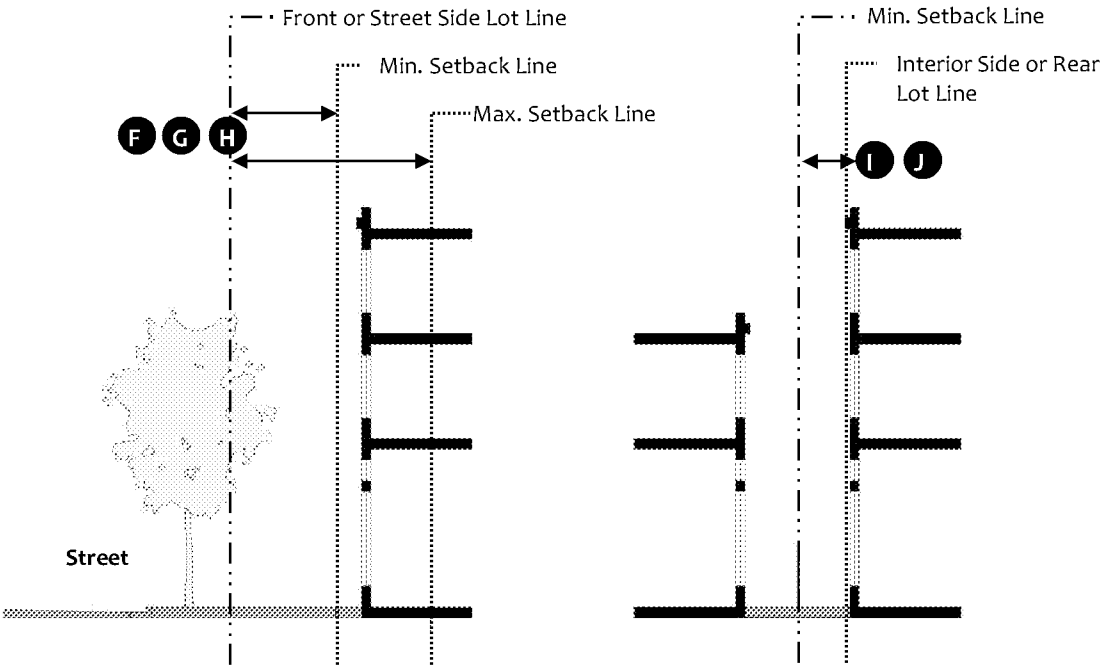

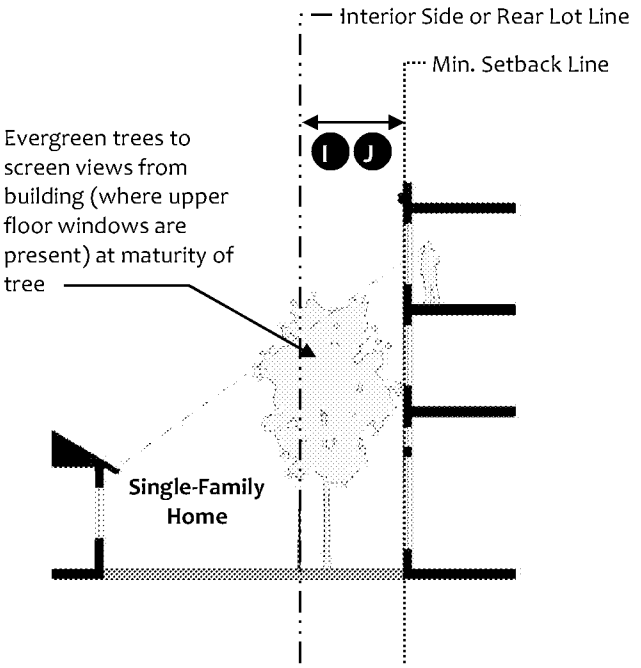

Figure 9.07.095-7: Building Frontage Length

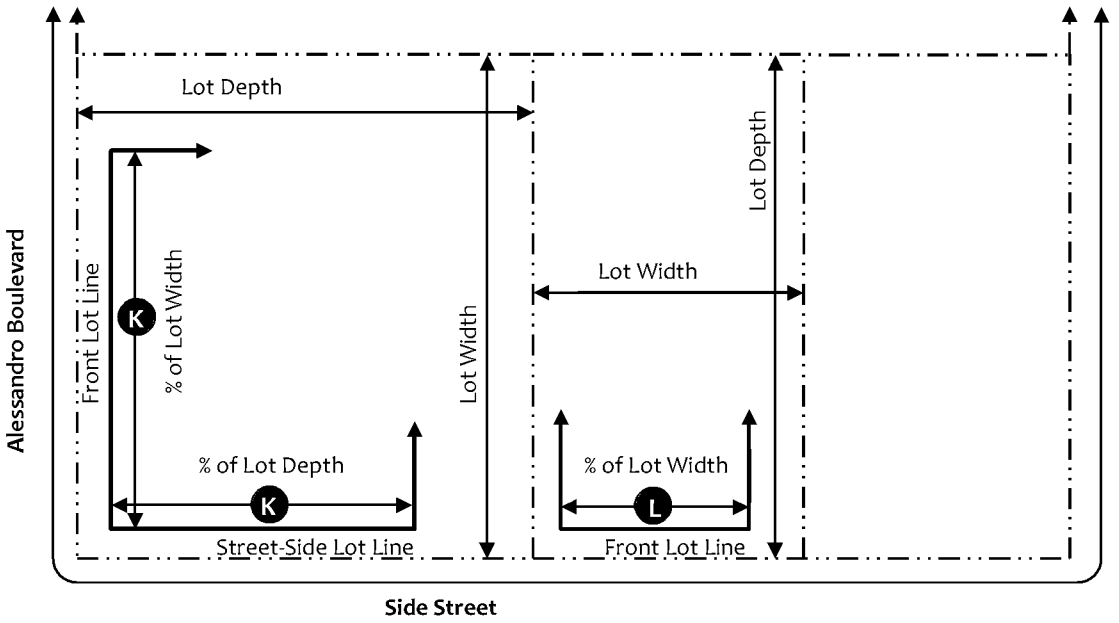

Figure 9.07.095-8: Building Standards and Building Frontage Types

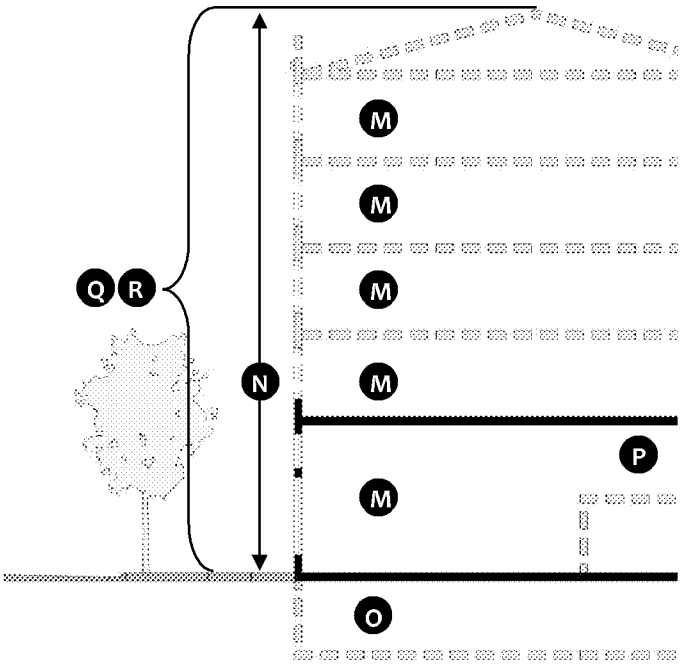

Figure 9.07.095-9: Parking Standards

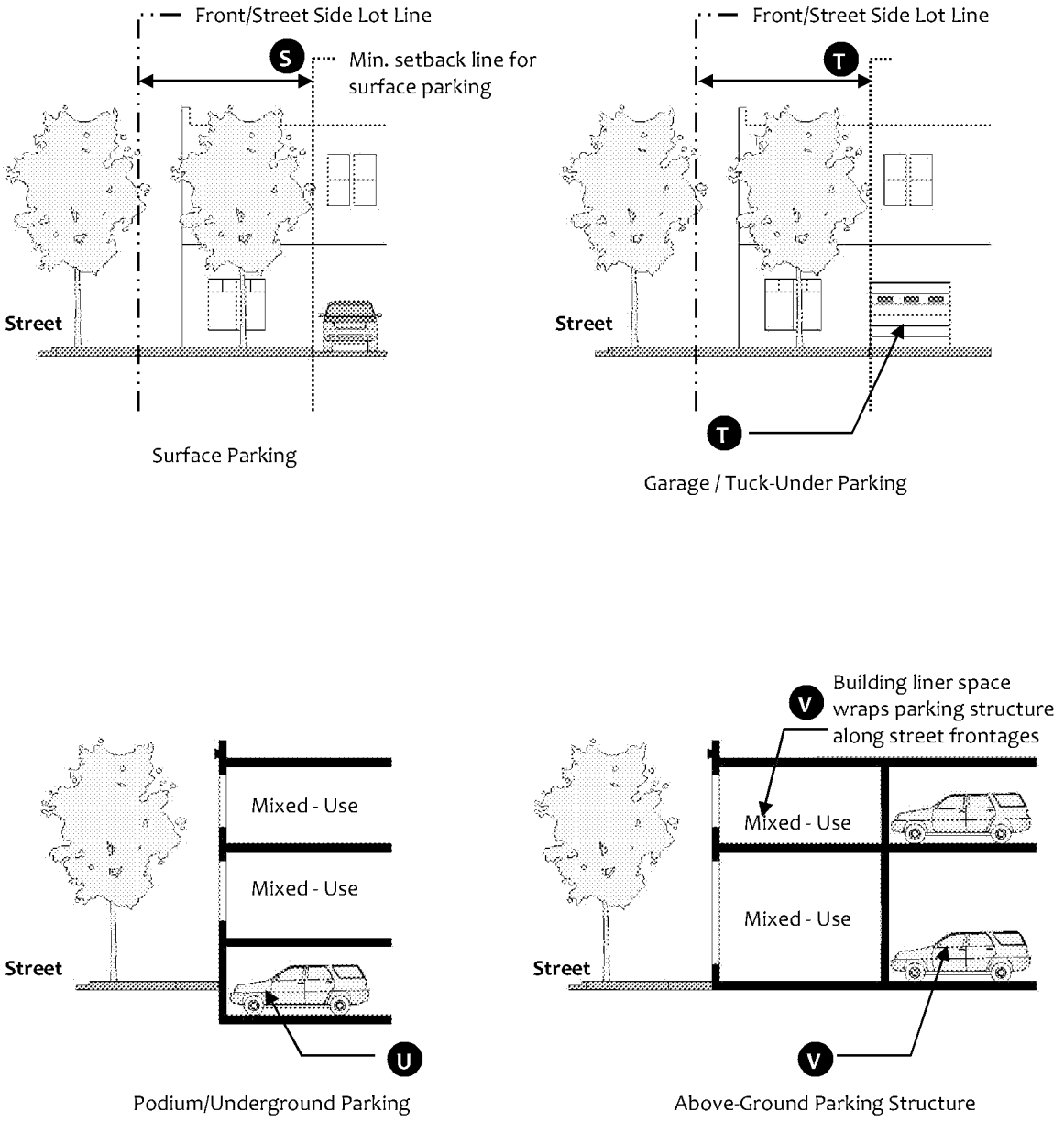

MV00195351

9.07.096 – Building Frontage Type Standards

This Section provides frontage type standards for buildings in the mixed-use overlay districts. Table 9.075.050-10 specifies allowable building frontage types for each mixed-use overlay district.

A. Types of building frontages.

1. **Live-Work/Office Fronts:** A frontage that reinforces both residential and work activities that can occur in the building. The elevation of the ground floor is located at or near the grade of sidewalk to provide direct public access to the building. Entrances and windows are provided on the front of the facade to provide eyes on the street and direct sidewalk access to commercial and office uses. The front setback (if provided) may be improved with landscaping or as an extension of the public sidewalk to create a more pedestrian-friendly environment. See also Section 9.09.250 (Live-Work Development).

2. **Residential Fronts:** A frontage that reinforces the residential character and use of the building. The elevation of the ground floor is elevated above the grade of the lot to provide privacy for residences by preventing direct views into the home from the sidewalk. Entrances and windows are provided on the front of the facade to provide eyes on the street and direct sidewalk access to the building. Stoops are allowed to project into the front setback to enhance entrances. The front setback is primarily improved with landscaping.

3. **Storefronts:** A frontage that reinforces the commercial character and use of the ground floor of the building. The elevation of the ground floor is located at or near the grade of sidewalk to provide direct public access into the building. Large storefronts display windows are provided on the front of the facade to encourage visual access to merchandise displays and to encourage window shopping. Awnings or marquees are provided over storefront windows and entrances. The front setback (if provided) is primarily improved as an extension of the public sidewalk to create a more pedestrian friendly environment.

B. Live-Work/Office Frontage Standards (1)		Figure 9.07.096-10
A	Elevation of Ground Floor	The ground floor elevation shall be located near the elevation of the sidewalk to minimize the need for external steps and external ADA ramps at public entrances.
B	Minimum Ground Floor Interior Height	12 feet minimum (floor-to-floor height) (Commercial Ready)
C	Ground Floor Unit Entrances	All ground floor tenant spaces that have street frontage shall have entrances on a facade fronting a street. All other ground floor uses may have a common lobby entrance along the front facade or private entrances along other facades.
	Upper Floor Unit Entrances	Entrances to upper floor units may be provided through a common lobby entrance and/or by a common entrance along a facade fronting a street.
	Recessed Entrances	Entrances may be recessed into the facade.
D	Ground Floor Windows	At least 40% of the surface area of the ground floor facade **(2)** shall be occupied by windows **(3)**.
E	Upper Floor Windows	At least 25% of the surface area of each upper floor façade **(2)** shall be occupied by windows **(3)**.
F G	Awnings and Marquees	Awnings or marquees may be provided over storefront windows and entrances. Awning and marquees may project up to 6 feet from the facade and extend over the sidewalk provided that at least 8 feet of vertical clearance is provided.
H	Projecting Elements (Balconies, Roof Overhangs, Shade Structures, and Bay Windows)	Projecting Elements on upper floors may project three feet from the facade and project into the setback.
	Sidewalk and Setback Treatment	The public sidewalk shall be improved with street trees with an average spacing of 30' on-center and pedestrian-scaled street lights (no taller than 14 feet). If the front facade is setback from the public sidewalk, the setback shall be landscaped and/or improved as an extension of the public sidewalk.

Notes:

(1) See Section 9.09.250 (Live-Work Development).

(2) As measured by multiplying the width of the facade by the floor-to-floor height. Opening in the facade (such as entrances to parking facilities or covered outdoor hallways/entrances) shall be subtracted from the surface area calculation.

(3) All parts of the window (e.g. head, jamb, frame, sash, sill, muntin bars, and panes) that are visible on the elevation drawing shall be included as "window" in the calculation. Portions of the window that are not visible on the elevation drawing (such as a window that is blocked by a solid balcony wall) shall not be included in the calculation).

Figure 9.0.096-10: Live-Work/Office Frontage Standards

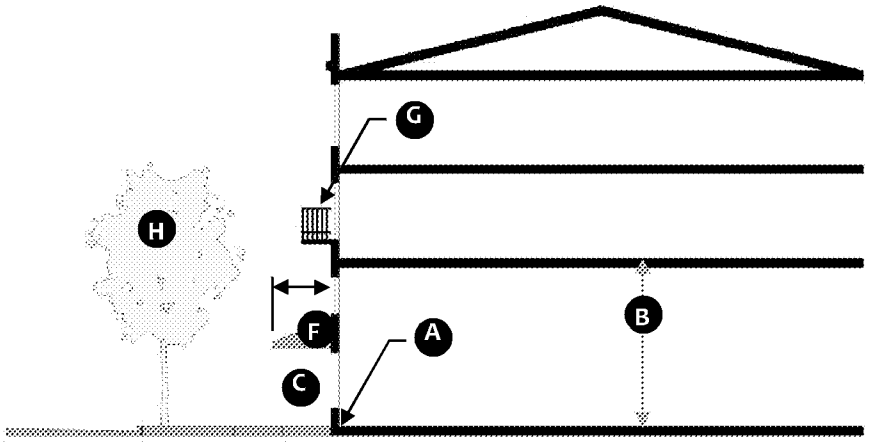

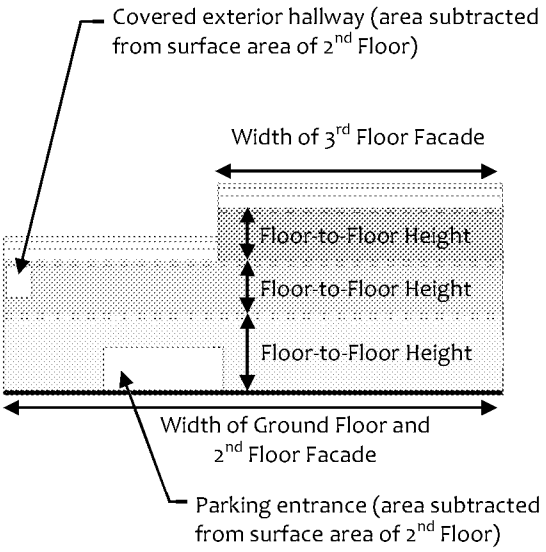

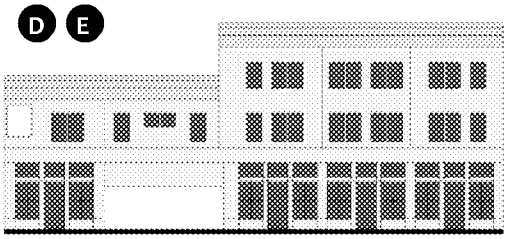

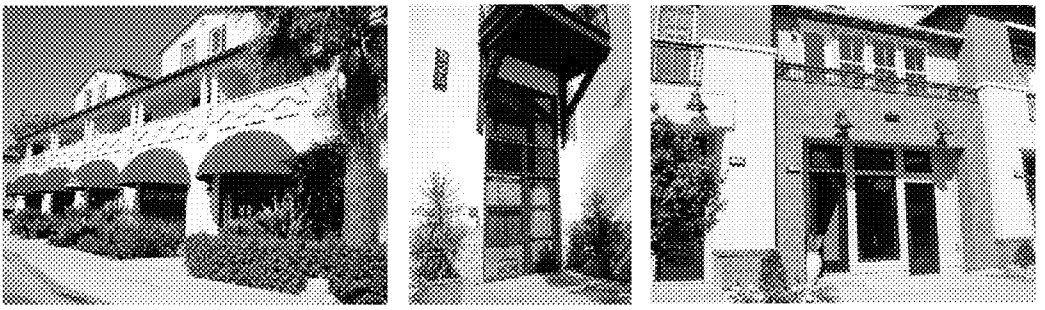

Examples of Live-Work Frontages

C. Residential Frontage Standards		Figure 9.07.096-11
A	Elevation of Ground Floor	The ground floor elevation shall be located within 6 feet of the ground surface of the adjacent sidewalk or walkway.
B	Minimum Ground Floor Ceiling Height	10 feet minimum (floor-to-floor height)
C	Ground Floor Unit Entrances	Entrances to ground floor units that have street frontage may be provided through a common lobby entrance and/or by private entrances from the adjacent sidewalk.
	Upper Floor Unit Entrances	Entrances to upper floor units may be provided through a common lobby entrance and/or by a common entrance along a facade fronting a street.
	Recessed Entrances	Entrances may be recessed into the facade.
D	Ground and Upper Floor Windows	At least 25% of the surface area of the ground and upper floor façade **(1)** shall be occupied by windows **(2)**.
E	Stoops and Front Porches	Stoops and front porches may be provided in front of building and unit entrances. Stoops and front porches may project up to 5 feet from the facade and project into the setback.
F	Projecting Elements (Balconies, Roof Overhangs, Shade Structures, and Bay Windows)	Projecting Elements on upper floors may project 3 feet from the facade and project into the setback.
G	Sidewalk and Setback Treatment	The public sidewalk shall be improved with street trees with an average spacing of 30 feet on-center and pedestrian-scaled street lights (no taller than 14 feet). If the front facade is setback from the public sidewalk, the setback shall be landscaped (excluding stoops/front porches and paved paths to building entrances).

Notes:

(1) As measured by multiplying the width of the facade by the floor-to-floor height. Opening in the facade (such as entrances to parking facilities or covered outdoor hallways/entrances) shall be subtracted from the surface area calculation.

(2) All parts of the window (e.g. head, jamb, frame, sash, sill, muntin bars, and panes) that are visible on the elevation drawing shall be included as “window” in the calculation. Portions of the window that are not visible on the elevation drawing (such as a window that is blocked by a solid balcony wall) shall not be included in the calculation).

Figure 9.07.096-11: Residential Frontage Standards

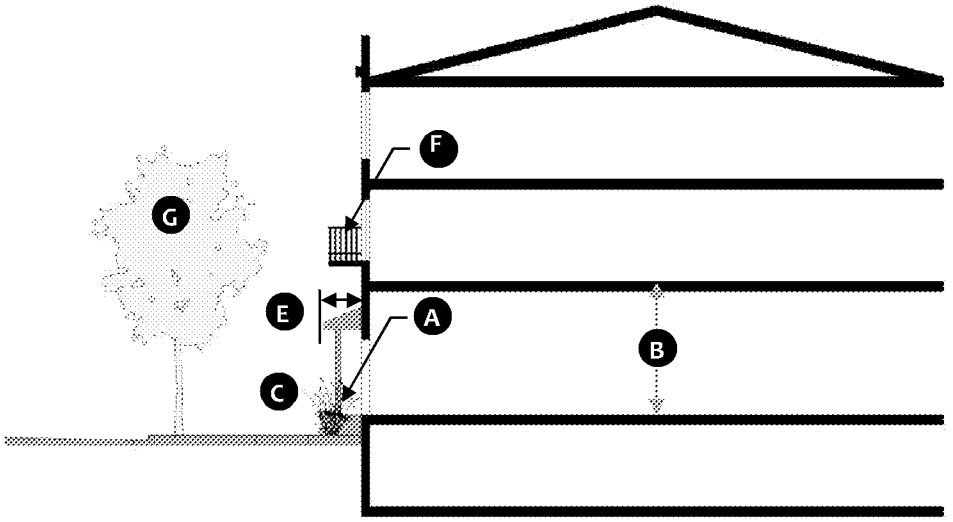

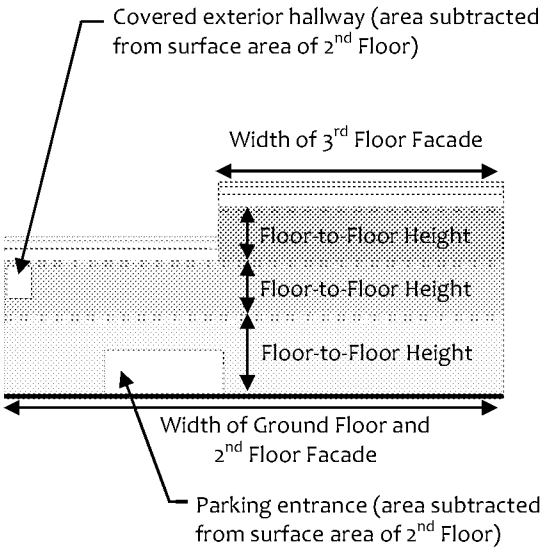

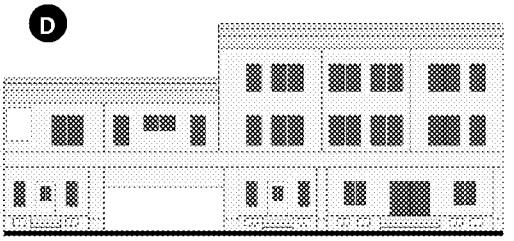

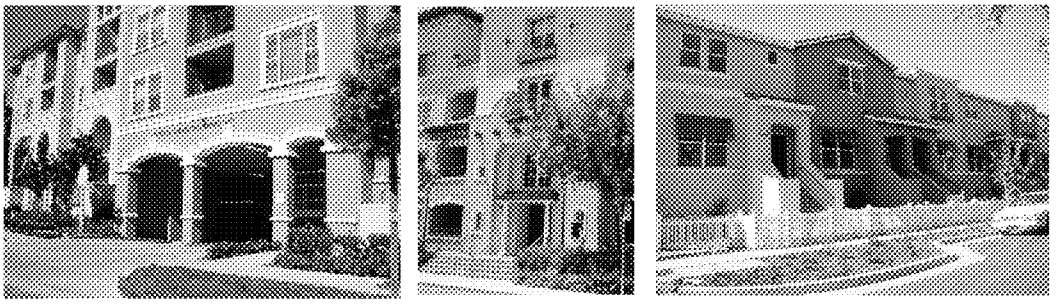

Examples of Residential Frontages

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D. Storefront Standards		Figure 9.07.096-12
A	Elevation of Ground Floor	The ground floor elevation shall be located near the elevation of the sidewalk to minimize the need for external steps and external ADA ramps at public entrances.
B	Minimum Ground Floor Ceiling Height	15 feet minimum (floor-to-floor height) (Commercial Ready)
C	Storefront Entrances	All ground floor tenant spaces that have street frontage shall have storefront entrances on the facade fronting a street.
	Lobby Entrances	Lobby entrances to upper floor uses shall be located on a facade fronting a street.
	Recessed Entrances	Storefront and lobby entrances may be recessed into the facade.
D	Ground Floor Windows	At least 50% of the surface area of the ground floor façade **(1)** shall be occupied by windows **(2)**.
E	Upper Floor Windows	At least 25% of the surface area of each upper floor facade[1] shall be occupied by windows[2].
F	Awnings and Marquees	Awnings or marquees are required over storefront windows and entrances. Awning and marquees may project up to 6 feet from the facade and extend over the sidewalk provided that at least 8 feet of vertical clearance is provided.
G H	Projecting Elements (Balconies, Shade Structures, and Bay Windows)	Projecting Elements on upper floors may project 3 feet from the facade and project into the setback.
	Sidewalk and Setback Treatment	The public sidewalk shall be improved with street trees with an average spacing of 30 feet on-center and pedestrian-scaled street lights (no taller than 14 feet). If the front facade is setback from the public sidewalk, the setback shall be improved as an extension of the public sidewalk.

Notes:

(1) As measured by multiplying the width of the facade by the floor-to-floor height. Opening in the facade (such as entrances to parking facilities or covered outdoor hallways/entrances) shall be subtracted from the surface area calculation.

(2) All parts of the window (e.g. head, jamb, frame, sash, sill, muntin bars, and panes) that are visible on the elevation drawing shall be included as “window” in the calculation. Portions of the window that are not visible on the elevation drawing (such as a window that is blocked by a solid balcony wall) shall not be included in the calculation).

Figure 9.07.096-12: Storefront Standards

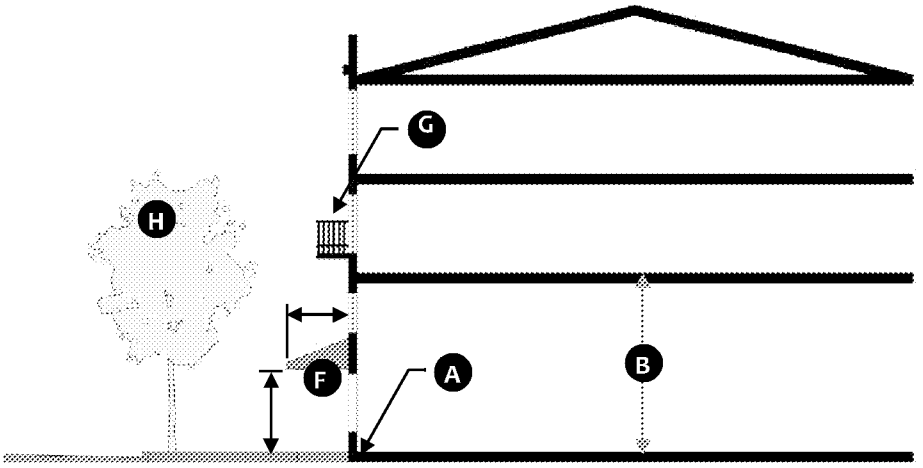

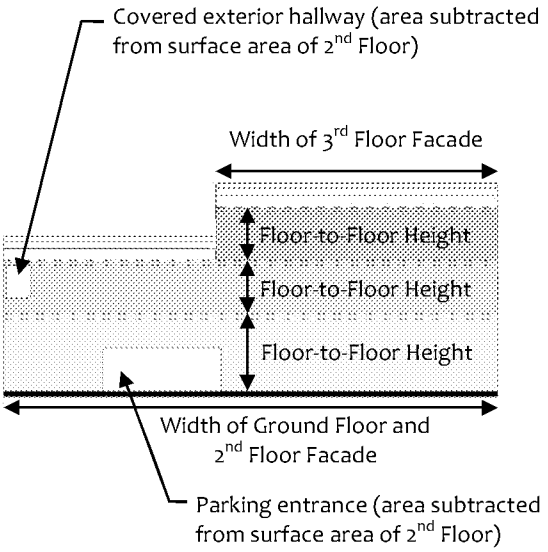

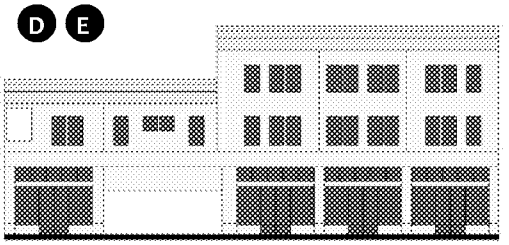

Examples of Storefronts

MV00195358

9.07.097 – Open Space Standards – Publicly-Accessible Open Space

This Section provides standards for publicly accessible open space areas in order to ensure a high level of pedestrian connectivity and activity between the public realm and the private realm, as defined in Chapter 9.15 (Definitions).

A. Minimum size. All new nonresidential development shall provide publicly accessible open spaces as a percentage of the total development site area as indicated in Table 9.075.050-10 (Mixed-Use Site Development Standards).

B. Eligible areas. Publicly accessible open space areas shall not include parking, driveway, or rear setback areas, but may include front and side setback areas provided that they are integrated into the overall design of the project.

C. Ground-level installation. Plazas, courtyards, or other similar publicly accessible open space areas shall be installed at ground level and shall be incorporated into the design of the development.

D. Visibility and accessibility. Public open space areas shall be visible and accessible from the public rights-of-way to engage the interest of pedestrians and encourage public use.

E. Landscaping and hardscapes. Landscaping shall comply with Chapter 9.17 (Landscape and Water Efficiency Requirements). In addition, a combination of landscape and hardscape materials shall be used in the design of these areas and shall include the following components:

1. Hardscape paving may include brick, stone, interlocking concrete pavers, textured concrete, and/or impressed patterned concrete. Hardscape elements may include, but are not limited to, seating areas, potted plant materials, water features, and public art installations.

2. The balance of the open space areas shall be landscaped with turf, shrubs, or groundcover, and trees. All plant materials shall be in proportion to the height and mass of the building and shall be permanently maintained.

F. Minimum height to width ratios. In order to achieve sunlight and air circulation in required publicly accessible open space areas, the following minimum height to width ratios shall be provided:

1. Enclosed Open Space (i.e., open space that is enclosed on four sides, such as a courtyard): 2 to 1 ratio. The required open space shall have a width of at least one-half the height of the adjacent building façade (measured perpendicularly from the façade). This requirement shall apply to all sides of the required open space.

2. Open Space that is open on one or more sides: 3 to 1 ratio. The required open space shall have a width of at least one-third the height of the adjacent building facade (measured perpendicularly from the façade). This requirement shall apply to all sides of the required open space.

G. Design configuration.

1. In the Mixed-Use Institutional Anchor (MUI) Overlay District, sharing of the required publicly-accessible open space ("quasi-public space") for nonresidential uses and the required common open space for residential uses, indicated in Table 9.07.095-10 (Mixed-Use Overlay District Site Development Standards), may be allowed by the applicable review authority when it is clear that the open space will provide direct benefit to residents of the project and the public in general subject to the following limitations:

    a. Up to 30 percent of the required open space for residential uses in a horizontal mixed use project may be provided as quasi-public open space within the nonresidential component of the project; or

    b. Up to 50 percent of the required open space for residential uses in a vertical mixed use project may be provided as quasi-public open space within the nonresidential component of the project.

    c. The minimum dimension (length and width) of shared common open space areas shall be 20 feet. These areas shall be located at grade and shall be accessible for use by the general public.

    d. Quasi-public open space areas shall not include outdoor dining areas or other outdoor activity areas for exclusive use by an individual business.

    e. Quasi-public open space areas are areas located on private property and accessible to the general public. These areas shall include pedestrian oriented amenities, including enhanced seating, lighting, paving, landscaping, public art, water features, and other similar features deemed appropriate by the Community Development Director.

2. Publicly accessible open space areas shall be located and configured as any one of the following:

    a. Forecourt: The publicly accessible open space area is located along a recessed center section of the front façade of the building as illustrated in Figure 9.07.098-13 (Publicly Accessible Open Space – Forecourt).

    b. Front: The publicly accessible open space area is located along the street facing frontage of the building as illustrated in Figure 9.07.098-13 (Publicly Accessible Open Space – Front).

    c. "L" Shaped: The publicly accessible open space area is located along the front and side of the lot as illustrated in Figure 9.07.098-13 (Publicly Accessible Open Space – "L" Shaped).

    d. Paseo or Central Courtyard: The publicly accessible open space area is located on the side of the building or along a center pedestrian paseo or courtyard as illustrated in Figure 9.07.098-13 (Publicly Accessible Open Space – Paseo or Central Courtyard).

Figure 9.07.098-13
Publicly Accessible Open Space – Forecourt

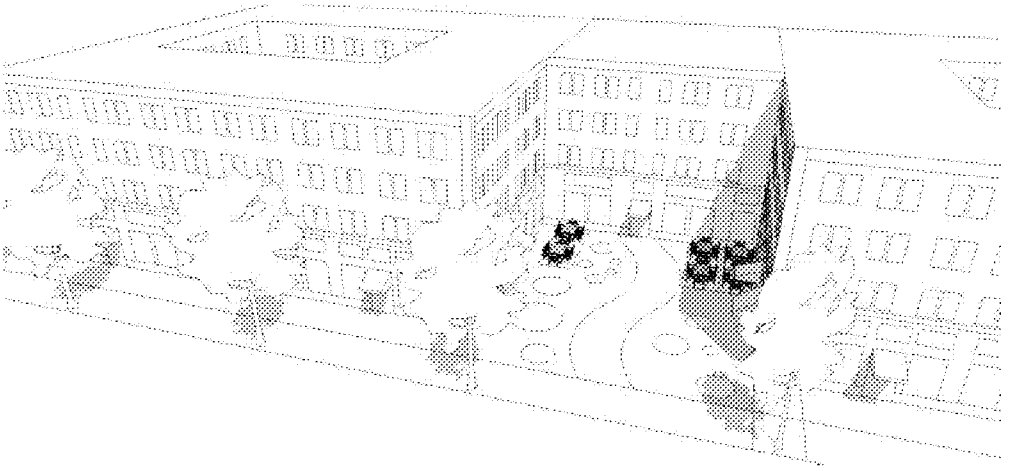

Figure 9.07.098-13
Publicly Accessible Open Space – Front

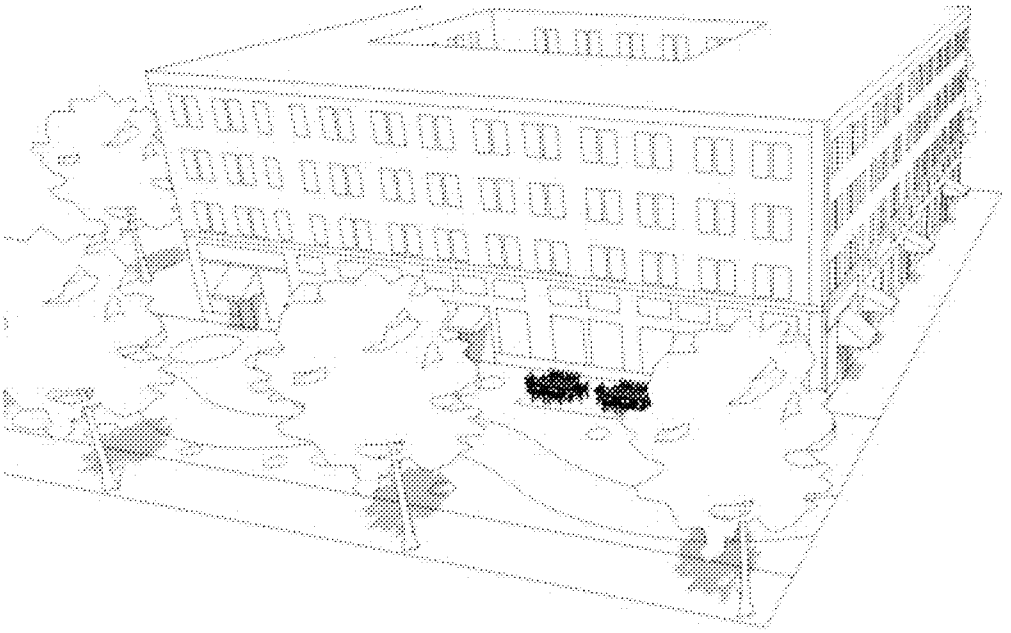

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Figure 9.07.098-13
Publicly Accessible Open Space – "L" Shaped

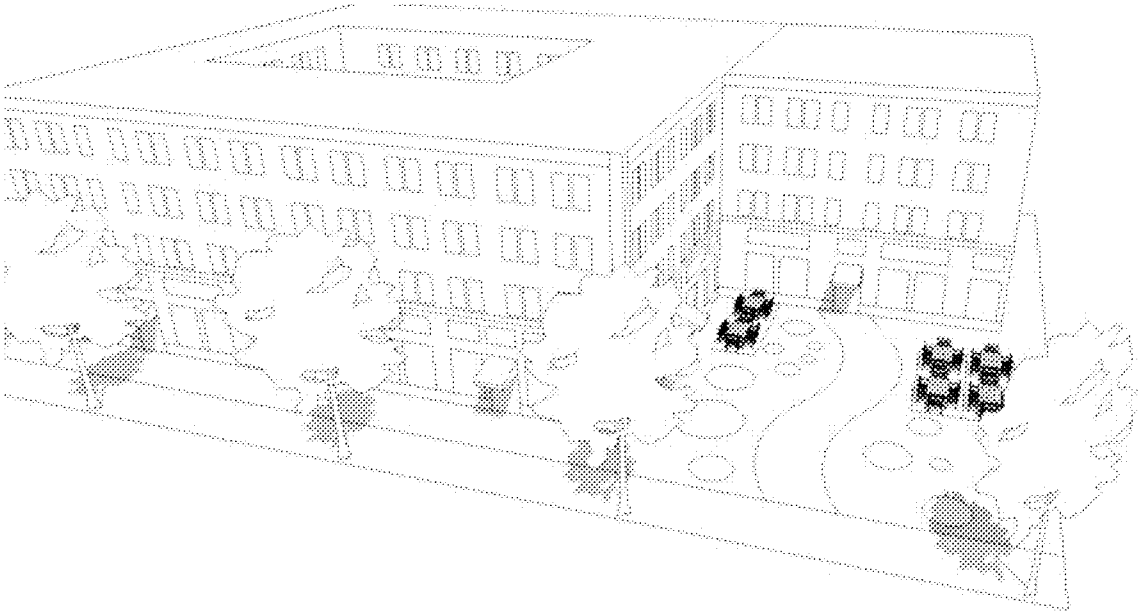

Figure 9.07.098-13
Publicly Accessible Open Space – Paseo or Central Courtyard

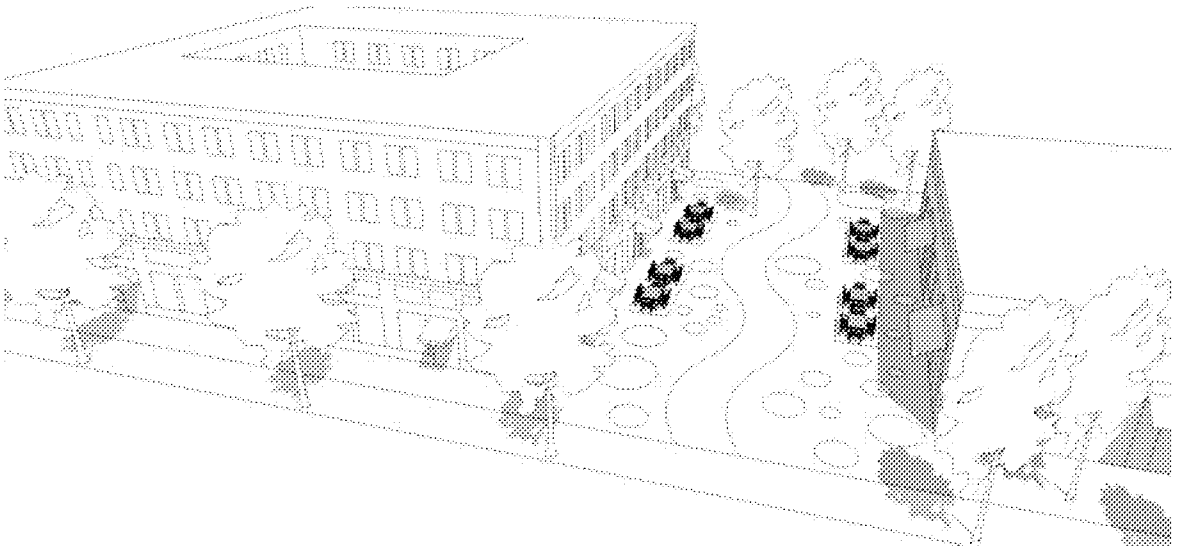

MV00195362

9.07.098 – Open Space Standards – Private/Common Open Space

This Section provides standards for private and/or common open space for residential uses. Private and/or common open space shall be provided in addition to the required publicly accessible open space in Section 9.07.098 (Open Space Standards – Publicly-Accessible Open Space).

A. Required amount of open space.

1. **Minimum required open space**. Private open space and common open space shall be provided in the amounts indicated in Table 9.07.095-10 (Mixed-Use Site Development Standards).

2. **Residential developments.** Private open space and common open space shall be provided on a per unit basis for residential projects and shall be a combination of the total required space divided between private areas (e.g., balconies, patios, etc.) and common areas (e.g., courtyards, playgrounds, recreation facilities, multi-purpose rooms, etc.) designed for the common use of residents as specified below.

3. **Nonresidential or mixed-use developments.** Private open space and common open space shall be provided as a percentage of the total lot area for nonresidential projects and may be used to provide site amenities such as rooftop decks, courtyards, or similar features. Mixed use developments shall combine the residential standards and the nonresidential standard to satisfy this provision.

C. Exclusive use. Private and common open space areas shall be located and designed for the exclusive use of the residents or tenants of the property and their guests and shall not be publicly accessible, except in the Civic Center Mixed-Use (CVMU) Overlay District and the Medical Center Mixed-Use (MDMU) Overlay District where sharing of the required publicly accessible open space ("quasi-public space") for nonresidential uses and the required common open space for residential uses may be allowed in compliance with Subsection 9.07.098.G. (Open Space Standards – Publicly Accessible Open Space – Design configuration).

D. Types of open space. A combination of private and common open space shall be provided to satisfy the following requirements:

1. Common open space amenities shall include, but are limited to, one or more of the following amenities: courtyards, plazas, tennis courts, swimming pools, spas, permanently equipped gym/exercise rooms, or other permanent amenity. Rooftop decks and terraces may be used to satisfy this requirement, however, these areas shall be easily accessible to all residents within the building, and face the public rights-of-way where possible.

2. Private open space areas may include balconies, patios, terraces, or rooftop decks. These areas shall be integrated into the overall architectural design of the building. Architectural elements (e.g., railings, trellises, short walls, roof-top enclosures, etc.) shall be consistent with the architectural style of the structure to which they are attached.

E. Materials and design. Open space areas shall be constructed of permanent materials and be permanently integrated into the design of the building.

F. Building height to open space width ratios. In order to achieve sunlight and air circulation in outdoor common open space areas, the following building height to open space width ratios are required:

1. Enclosed Open Space (i.e., open space that is enclosed on four sides, such as a courtyard): 1 to 1 ratio.
   The required open space shall have a width of at least one-half the height of the adjacent building façade (measured perpendicularly from the façade). This requirement shall apply to all sides of the required open space.

2. Open Space that is open on one or more sides: 2 to 1 ratio. The required open space shall have a width of at least one-third the height of the adjacent building facade (measured perpendicularly from the façade). This requirement shall apply to all sides of the required open space.

9.07.099 – Lot Area Requirements and Lot Consolidation Incentives

A. Lot area requirements. In addition to the lot area requirements provided in Table 9.07.095-10 (Mixed-Use Site Development Standards), the size and shape of each newly created lot shall be adequate to allow the full development of the allowed uses in a manner consistent with the following:

1. Adequate provision shall be made to promote safe and orderly access and circulation of pedestrian and vehicular traffic within the site and from public streets and adjacent developments;

2. Adequate provision shall be made for buildings to be sited to allow for functional use of space between structures and to provide areas for parking, access, and landscaping;

3. Adequate provision shall be made to ensure the compatibility of the site development with surrounding development in regard to size, scale, building and site design, and limitation of overshadowing effects; and

4. The proposed development shall not limit or adversely affect the growth and development potential of adjacent properties or the general area in which the proposed development will be located.

B. Lot consolidation incentives.

1. **Allowable incentives for lot consolidation.** In order to encourage the assembly of smaller existing lots into larger lots that can be more efficiently developed into a mixed-use project, the following incentives are offered:

   a. Reduction in required parking for a mixed-use project when approved in compliance with Section 9.11.070 (Adjustments to Off-Street Parking requirements).

   b. Increase in maximum floor area ratio (FAR), up to a maximum of 10 percent.

   c. Reduction in common and/or private open space requirements, up to a maximum of 10 percent.

2. Eligibility for incentives.

a. Consolidation of existing small lots into a development project site of one acre or greater up to two acres shall be eligible for any two of the allowable incentives identified above.

b. Consolidation of existing small lots into a development project site of two acres or greater shall be eligible for any four of the allowable incentives identified above.

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Addition of the following three new uses to the existing Chapter 9.09 - Specific Use Development:

Sections:

9.09.250 – Live-Work Development
9.09.260 – Mixed-Use Development
9.09.270 – Outdoor Dining

9.09.250 – Live-Work Development

This Section provides operational and compatibility standards for the development of live/work units. These standards are in addition to the standards for live-work development provided in Chapter 9.07.090 (Mixed-Use Overlay Districts).

A. Allowed Uses.

1. The nonresidential component of a live/work unit shall only be a nonresidential use allowed within a mixed-use overlay district, except that certain uses are determined to be not appropriate within a residential environment and are therefore prohibited as provided in subsection B, below.

2. The residential component of a live/work unit shall only be a residential use allowed within a mixed-use overlay district.

B. Prohibited Uses. A live/work unit shall not be used for any of the following activities or similar activities as determined by the Community Development Director:

1. Adult-oriented businesses;

2. Animal care or boarding;

3. Classroom instruction (e.g., art/music lessons, tutoring, and similar uses) involving five or more students at any one time;

4. Commercial food preparation activities;

5. Industrial uses;

6. Vehicle maintenance or repair (e.g., body or mechanical work, including boats and recreational vehicles), vehicle detailing and painting, upholstery, etc;

7. Storage of flammable liquids or hazardous materials beyond that normally associated with a residential use;

8. Medical and dental offices, clinics, and laboratories (not including chiropractors or counselors/psychotherapists);

9. Activities or uses that are not compatible with residential activities or that would clearly conflict with other live/work activities or the character of the surrounding neighborhood as determined by the Community Development Director; and

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10. Activities or uses that would adversely affect the health or safety of live/work unit residents, because of dust, glare, heat, noise, noxious gases, odor, smoke, traffic, vibration, or other impacts, or that would be hazardous because of materials, processes, products, or wastes.

C. Site Planning and Design Standards.

1. Each live/work unit fronting a public right-of-way shall have a pedestrian-oriented frontage that allows views into the interior of the nonresidential areas of the unit.

2. Each live/work unit shall have a clearly identified, separate access from other live/work units within the structure or development. Access to individual units shall be from common access areas, parking lots, or walkways. Access to each unit shall be clearly identified to provide for emergency services.

3. The living space within the live/work unit shall be contiguous with the working space, with direct access between the two areas.

D. Operational standards.

1. No portion of a live/work unit shall be separately sold or rented.

2. The owner or developer of a structure containing live/work units shall provide written notice to all occupants, tenants, and users that the surrounding area may be subject to higher impacts associated with nonresidential uses (e.g., noise) than exist in more predominantly residential areas. Performance standards for live/work units shall be those applicable to nonresidential uses allowed in the zoning district in which the live/work units are located.

3. All activities related to the "work" component of a live/work unit shall be conducted within a completely enclosed building.

4. Up to two additional persons who do not reside in the live/work unit may work in the unit.

5. Client and customer visits to live/work units are allowed.

6. Parking for each live/work unit shall be provided in compliance with Chapter 9.11 (Parking, Pedestrian, and Loading Requirements).

7. A live/work unit shall not be converted to either entirely residential use or entirely nonresidential use.

8. A live/work use may display a window or building-mounted sign up to a maximum of five percent of the building frontage area used for commercial purposes. Signs shall not be illuminated, including neon signs.

9.09.260 – Mixed-Use Development

This Section provides operational and compatibility standards for mixed-use development. These standards are in addition to the standards provided in Chapter 9.07.090 (Mixed-Use Overlay Districts).

A. Operational standards.

1. **Hours of operation.** Outdoor nonresidential uses in mixed-use projects shall be prohibited from operating between the hours of 10:00 p.m. and 7:00 a.m. These hours may be modified through approval of a Conditional Use Permit in compliance with Section 9.02.060 (Conditional Use Permits).

2. **Joint tenants and owners association.**

   a. A joint tenants and owners association shall be formed to ensure the well-being of each tenant and owner in a mixed-use project.

   b. The association bylaws, including voting rights, shall be subject to review by the City Attorney and approval by the Director. The association's bylaws shall include the following:

      (1) Assignment of parking spaces per each use.

      (2) Identification of maintenance responsibilities for landscaping, parking facilities, and recycling and refuse storage facilities.

      (3) Noise notification procedures.

      (4) Relationship between uses regarding association representation.

      (5) Voting procedures.

      (6) Procedures for solving problems that may arise between the different types of uses or residents.

3. **Loading and unloading activities.** Where applicable, the covenants, conditions, and restrictions of a mixed-use project shall indicate the times when the loading and unloading of goods may occur on the street, provided that in no event shall loading or unloading take place after 10:00 p.m. or before 7:00 a.m. on any day of the week.

4. **Noise notification.**

   a. Residents, whether owners or tenants, of a mixed-use development project shall be notified in writing before taking up residence that they will be living in an urban type of environment and that the noise levels may be higher than a typical residential area.

   b. The covenants, conditions, and restrictions of a mixed-use project shall require that the residents acknowledge their receipt of the written noise notification. Their signatures shall confirm receipt and understanding of this information.

B. Fences and walls. In addition to the regulations in Section 9.08.070 (Fences and Walls), fences and walls shall be subject to the following regulations:

1. **Separation wall required.** A masonry separation wall shall be constructed on all property lines adjacent to any single-family residential district. Pedestrian access points are encouraged and may be allowed subject to approval of the Community Development Director. The separation wall shall be six feet in height, as measured from the highest elevation of land contiguous to the wall, except in a required front setback area and in a required exterior side setback area for a corner, reverse corner or key lot, where the wall shall be limited to 36 inches in height.

2. **Other fences and walls.** Fences and walls are allowed in any yard area subject to the following height regulations:

   a. Front yard area. In the front yard area, the height shall be limited to 36 inches.

   b. Street side yard. In street side yard areas, the height shall be limited to 36 inches.

   c. All other areas. In all other areas, the height shall be limited to six feet, as measured from the side of the fence or wall with the highest grade.

3. **Location.** All perimeter fences and walls shall be constructed on the property line unless a different location is permitted by the Community Development Director. No parallel wall or fence shall be constructed less than five feet from an existing wall or fence, unless approved by the Community Development Director.

4. **Materials.**

   a. Chain link fencing shall not be erected between a primary or accessory structure and a public or private street, except that chain link fencing may be used for security purposes for public utility structures and for temporary fencing needs (construction sites, special events, vacant lots, etc.).

   b. Barbed wire and concertina wire are prohibited, except at public utility structures.

C. Landscaping. Landscaping shall comply with Chapter 9.17 (Landscape and Water-Efficiency Requirements).

D. Screening and buffering standards. Mechanical and air-conditioning equipment shall be screened and buffered in compliance with Section 9.10.130 (Mechanical and Electrical equipment).

E. Signs. Signs shall comply with Chapter 9.12 (Sign Regulations). In addition, in a mixed-use overlay district where both residential and nonresidential uses are allowed, the signage rights and responsibilities applicable to a particular use shall be determined as follows: residential uses shall be treated as if they were located in the residential area where that type of use would be allowed as a matter of right, and nonresidential uses shall be treated as if they were located in a district where that particular use would be allowed, either as a matter of right or subject to a discretionary process.

I. Trash and recycling enclosures.

1. Recycling and refuse storage facilities shall be located as far away as possible from residential units and shall be completely screened from view from adjacent residential portions of the project or another adjacent residential uses in compliance with Section 9.08.150 (Screening Requirements).

2. The location and design of recycling and refuse storage facilities shall mitigate nuisances from odors when residential uses might be impacted.

3. The location and design of recycling and refuse storage facilities shall be integrated into and be compatible with the architectural design and details of the overall project.

J. Sound mitigation. Residential dwelling units shall be designed to be sound attenuated against present and future project noise. New projects or new nonresidential uses in existing projects shall provide an acoustical analysis report, by an acoustical engineer, describing the acoustical design features of the structure required to satisfy the exterior and interior noise standards.

K. Design criteria.

1. A mixed-use development project shall be designed and constructed to:

   a. Be pedestrian in its focus by:

      i. Providing direct pedestrian linkages to adjacent public sidewalks.

      ii. Creating enhanced pedestrian connections throughout the project between residential and nonresidential uses and parking areas.

      iii. Providing enhanced pedestrian amenities throughout the project, including seating, pedestrian area lighting, special paving, public art, water features, common open space, directories, and similar items to create a pleasant pedestrian experience.

      iv. Incorporating architectural design elements and materials that relate to a pedestrian scale.

   b. Locate uses in proximity to one another without large intervening parking lots so that it is convenient for people to walk between the various uses and park their vehicles only once.

   c. Create a pedestrian scale and character of development along the street by providing significant wall articulation and varying roof heights, incorporating pedestrian scale elements (e.g., doors, windows, lighting, landscaping), and locating storefronts and common open space areas (e.g., plaza, courtyard, outdoor dining) near the public sidewalk to contribute to an active street environment.

   d. Provide a transition to adjacent residential uses –in compliance with the standards provided in Table 9.075.050-10 (Mixed-Use Overlay District Development Standards).

2. Consistent use of architectural details and materials. Architectural style and use of quality materials shall be compatible and consistent throughout an entire mixed-use project. However, differences in architectural details and materials may occur to differentiate between the residential and nonresidential portions of the project. The overall project

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design and site layout shall be one that promotes a strong pedestrian environment and active street frontage. This can be accomplished by incorporating features into the project as outlined in Paragraph 3, below.

3. Features.

   a. Street level features. Variations in the front building plane shall be incorporated through the use of varying building setbacks, variations in wall planes, and the inclusion of pedestrian amenities (e.g., plaza, courtyard, outdoor dining, landscaping). Long expanses of blank walls shall be prohibited.

   b. Pedestrian-oriented features. At least 75 percent of the building frontage facing a public street, primary pedestrian way, or parking lot shall be devoted to pedestrian-oriented features (e.g., storefronts, pedestrian entrances to nonresidential uses; transparent display windows; landscaping).

   c. Upper level features. Upper floor balconies, bays, and windows shall be provided whenever opportunities exist for these types of features.

   d. Entrances. When nonresidential and residential uses are located in a vertical mixed use structure, separate pedestrian entrances shall be provided for each use. The entrances for nonresidential uses shall be designed to be visually distinct from the entrances for residential uses. Entrances to individual residential units in a vertical mixed use project shall not be allowed along a street frontage. Instead shared entrances to residential units located above the ground floor shall be from lobbies that serve multiple units.

   e. Neighborhood interface. The design of new infill development shall be sensitive to the scale and design characteristics of established structures in abutting residential neighborhoods, with the objective of achieving a harmonious transition between the new development and existing neighborhood. Consideration shall be given to factors including, but not limited to, orientation of architectural features, building articulation, and exterior building treatments.

   f. Lighting. Lighting shall be incorporated along sidewalks or other pedestrian walkways, plazas, paseos, courtyards, and other common open areas to enhance the pedestrian environment and increase public safety. Lighting for nonresidential uses shall be designed, located, and shielded to ensure that they do not adversely impact the residential uses, but shall provide sufficient illumination for access and security purposes consistent with the provisions of Section 9.08.100 (Lighting).

   g. Security. Projects shall be designed to minimize security risks to residents and to minimize the opportunities for vandalism and theft. This may be accomplished by:

      i. Maximizing visibility to common open space areas, internal walkways, and public sidewalks. Use opportunities for natural surveillance to increase visibility.

      ii. Using walkways, low fences, lighting, signage, and landscaping to clearly guide people and vehicles to and from the proper entrances.

      iii. Eliminating areas of concealment, hiding places, and dead spaces.

      iv. Using lighting to improve the visibility of common areas while enhancing the pedestrian environment. Lighting should not be overly bright and should provide a uniform level of light over the subject area to eliminate dark spaces.

9.09.270 – Outdoor Dining

This Section provides standards for outdoor dining areas.

A. Public property. Outdoor dining on public property shall require approval of an encroachment permit by the Public Works Director and compliance with the standards of the Public Works Department.

B. Private property. Outdoor dining on private property shall comply with the following standards:

1. **Coordinated design scheme.** The design and appearance of proposed improvements or furniture (e.g., tables, chairs, benches, umbrellas, planters, menu boards, etc.) to be placed in an outdoor dining area shall present a coordinated theme and shall be compatible with the appearance and design of the primary structure, as determined by the Director.

2. **Hours of operation.** Hours of operation for outdoor dining areas shall coincide with those of the associated indoor restaurant.

3. **Property maintenance.** The operator shall maintain the outdoor dining area(s) in a neat, clean, and orderly condition at all times. This shall include all tables, benches, chairs, displays, or other related furniture. An adequate number of trash receptacles shall be provided to serve the outdoor dining area.

4. **Outdoor bar prohibited.** A bar designed and/or operated to sell or dispense any alcoholic beverages shall not be allowed in the outside dining area.

5. **Location.** Outdoor dining areas may be allowed to locate in required setback areas but shall not encroach into required parking areas. They may be allowed to encroach into a public right-of-way with an approved Encroachment Permit issued by the City Engineer.

6. **Noise.** Amplified sound (e.g., music, television, etc.) shall not be audible beyond the lot line.

C. Review criteria. When reviewing an application to allow outdoor dining, the review authority shall consider the relation of outdoor dining areas to sensitive noise receptors (e.g., hospitals, schools, and residential uses). Mitigation measures shall be applied to eliminate potential impacts related to glare, light, loitering, and noise.

Addition of "H. Rear Parking" to existing Section 9.11.030 – General Regulations the following:

Chapter 9.11 – Parking, Pedestrian, and Loading Requirements

9.11.030 – General Regulations

H. Rear Parking. Parking in the rear of buildings and service area shall be limited to five percent of the total required off-street parking, except in the mixed-use overlay districts identified in Chapter 9.075 (Mixed-Use Overlay Districts).

Table 9.11.040A-12 in Section 9.11.040 – Off-Street Parking Requirements for Residential Uses will be replaced with the following table:

Table 9.11.040A-12

Off-Street Parking Requirements

Use	Requirement	Covered Parking	Notes
Residential Uses			
Single-family	2/unit	Within an enclosed garage	
Second units	2/unit	Carport or garage	
Duplex	2/unit	Within an enclosed garage	
3 or more units: Studio 1 bedroom 2 bedrooms 3+ bedrooms	 1.25/unit 1.5/unit 2.0/unit 2.5/unit	 1 covered/unit 1 covered/unit 1 covered/unit 2 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard.
Senior housing: Studio 1 bedroom 2+ bedrooms	 1.0/unit 1.25/unit 1.5/unit	 1 covered/unit 1 covered/unit 1 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard. Alternate parking requirements may be permitted subject to approval of a parking study pursuant to Section 9.11.070(A) of this chapter.
Mobile home parks	2.5/unit		Tandem spaces may be used to meet resident parking requirements.

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Residential care homes	Parking requirements shall be determined by the community development director subject to an approved parking study.		
Live-Work Units (residential component)	2/unit	2 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is NOT included in the minimum required parking standard and can be shared with the business aspect of the "Live-Work" parking standard.
Residential Component of Mixed-Use Project	See Multiple-Family requirements in Table 9.11.040A-12	See Multiple-Family requirements in Table 9.11.040A-12	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard and may be shared with the non-residential component. Alternate parking requirements may be permitted subject to approval of a parking study pursuant to Section 9.11.070(A) of this chapter.

Table 9.11.040B-12 in Section 9.11.040 – Off-Street Parking Requirements for Commercial Uses will be replaced with the following table:

Table 9.11.040B-12
Off-Street Parking Requirements

Commercial Uses	Requirement	Notes
General retail (unless specified elsewhere)	1/225 sq. ft. of gross floor area	
Automobile, boat, mobile home, or trailer sales, retail nurseries, or other similar outdoor commercial activities	1/2,000 sq. ft. of display area	1. Display area shall include all office, service and repair, or other related activities and areas that are accessible to the public.

Commercial Uses	Requirement	Notes
		2. No required off-street parking spaces shall be used for display, sales, service or repair of vehicles.
Automobile service stations, repair and service facilities	2 spaces + 4/service bay for 4 or less bays and 2/service bay for 5 or more bays	Any related retail activities shall be subject to the general retail parking standards (mini-markets, tire sales, and the like).
Automobile washing and waxing establishments: Self-serve Automated	 2 spaces + 2/washing stall 10 + 1 per 2 employees	
Business and professional offices	1/250 sq. ft. of gross floor area	
Banks, savings and loans and medical/dental offices	1/225 sq. ft. of gross floor area	
Day care center	1/employee + 1/500 sq. ft. of gross floor area	Special design requirements shall apply for bus loading or parent drop-off points.
Eating and Drinking Establishments	1/100 sq. ft. of gross floor area up to 6,000 sq. ft. 1/75 sq. ft. of gross floor area over 6,000 sq. ft.	A minimum of 10 spaces required for stand-alone use. No additional parking required if outdoor dining area comprises no more than 15 percent of the interior gross floor area of the primary food service use; If outdoor dining area is over 15%, 1 space for every 60 sq ft or 1 space for every 3 seats, whichever is greater.
Eating and drinking establishments within shopping centers of 25,000 square feet of building area or greater.	1/225 sq. ft. of gross floor area up to 15% of the shopping center gross building square footage.	Eating and drinking establishments within shopping centers of 25,000 square feet of building area or greater.

The NEW Section 9.11.060 - Off-street bicycle parking requirements will read as follows:

9.11.060 – Off-Street Bicycle Parking Requirements

A. Type of Facilities.

1. Class 1 Facilities. Class 1 bicycle facilities required pursuant to the provisions of this chapter are intended for long-term parking, and shall be protected against theft of the entire bicycle and of its components and accessories.

2. Class 2 Facilities. Class 2 facilities are intended for short-term parking, and shall include a stationary object to which the owner or operator can lock the frame and both wheels with a user-provided lock. The facility shall be designed so as to protect the lock from physical assault.

3. Class 3 Facilities. Class 3 facilities are also intended for short-term parking, and shall include a stationary object to which the user can lock the frame and both wheels with a user-provided six-foot cable (or chain) and lock.

B. Number of Parking Spaces Required.

1. Bicycle parking spaces shall be provided in all commercial, office and industrial districts equal to five percent of the required automobile parking spaces, with a minimum of two bicycle parking stalls required for any one use.

2. Single and Multiple-family residences are exempt from this section.

C. Class Requirements. All required bicycle parking spaces shall include a Class 2 or 3 facility, except elementary and junior high schools, which shall include an enclosed Class 1 facility.

D. General Requirements.

1. All bicycle spaces shall be located as close as possible to the entrance(s) of the use that they are intended to serve, but situated as not to obstruct primary pedestrian circulation. If this is not possible, signs should be posted to direct bicyclists to the bike parking.

2. All bicycle facilities shall be located in highly visible areas to minimize theft and vandalism.

3. All bicycle parking and storage areas shall be surfaced so as to keep the area in a dust-free condition. Pervious pavement is recommended.

4. A minimum aisle width of five feet shall be provided between and adjacent to rows of bicycle racks or spaces for access and pedestrian pathways.

5. Bicycle parking areas shall be separated from automobile parking areas by a physical barrier of sufficient identification and distance to protect parked bicycles from damage by cars.

6. Signage should be posted to direct bicyclists to the locations of bicycle racks that may not be readily apparent. Similarly, signs indicating the location of bicycle parking should be posted wherever a NO BICYCLE PARKING sign is posted.

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The addition of the Mixed-Use Overlay District has provided new development terms to the Municipal Code. The list below will be added into the current definitions section in alphabetic order:

Chapter 9.15 – Definitions [New]

9.15.030 – Definitions

The following terms shall be added to Chapter 9.15 (Definitions).

Block. The aggregate of lots, pedestrian passages, and rear alleys, circumscribed on all sides by streets.

Block Length. The linear dimension of a block along one of its street frontages.

Block Perimeter. The aggregate dimension of a block along all of its street frontages.

Build-to-Zone. The area between the minimum and maximum setbacks within which the principal building's front façade (building façade line) is to be located. See Figure 9.15.030-1 (Build-to-Zone).

Figure 9.15.030-1
Build-To-Zone

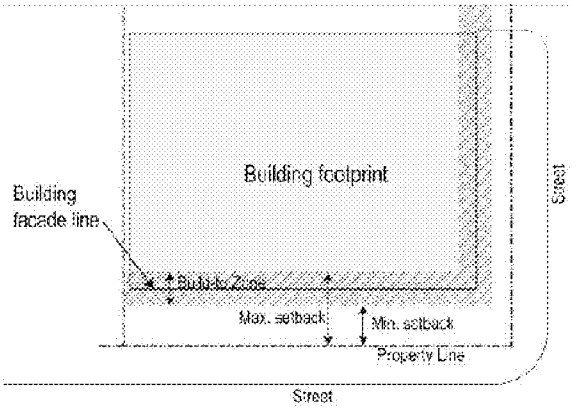

Illustration indicating the location of the build-to zone relative to the minimum and maximum setbacks and the building façade line.

Building Façade Line. The vertical plane along a lot where the building's front façade is actually located. See Figure 9.15.030-1 (Build-to-Zone).

Commercial-Ready Space. Ground floor interior space constructed with a minimum height as established in Section 9.075.060 (Building Frontage Type Standards) that may be used for either residential or nonresidential uses. The intent of Commercial-Ready space is to provide flexibility so that a space can be converted between residential and nonresidential uses in response to market demand.

Floor Area Ratio (FAR). The mathematical relation between volume of building and unit of land expressed as the ratio of gross floor area of all structures on a lot to total lot area. See Table

9.075.050-10 (Mixed-Use Development Standards) for FAR figures applicable to the mixed-use overlay districts. See Figure 9.15.030-2 (Floor Area Ratio).

Figure 9.15.030-2: Floor Area Ratio

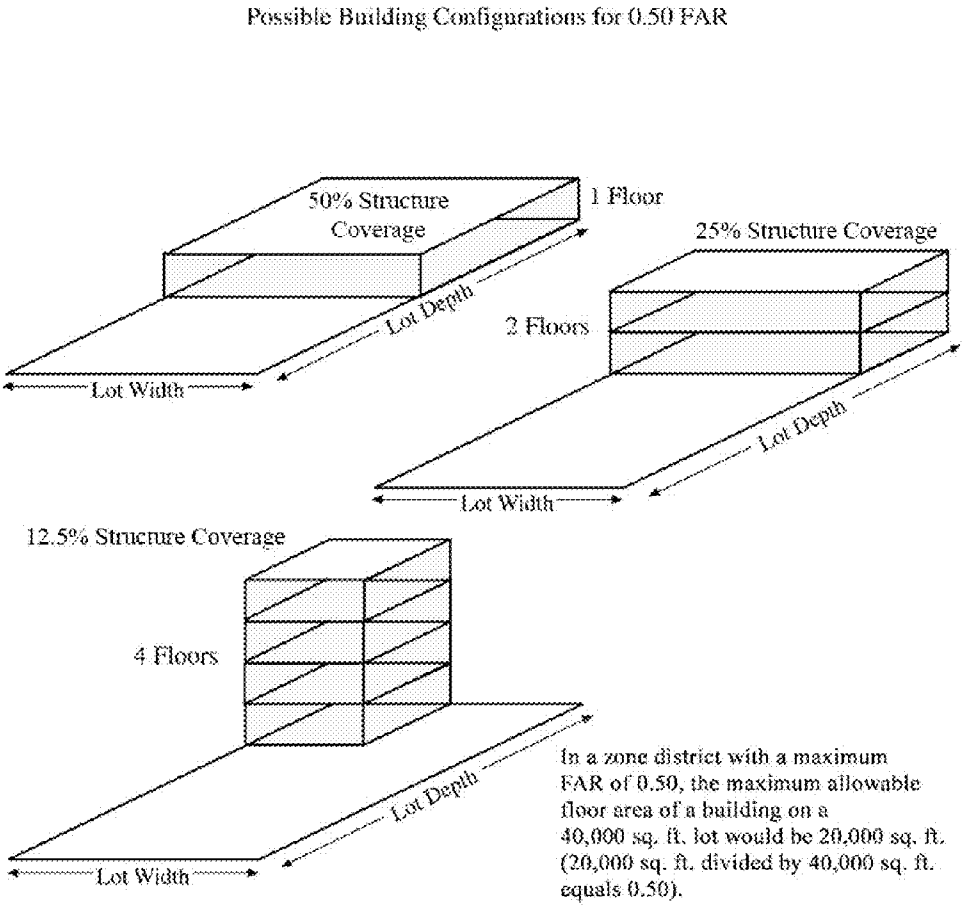

$$\text{Floor Area Ratio (FAR)} = \frac{\text{Gross Building Area (All Floors)}}{\text{Lot Area}}$$

Integration of uses. Potential ways to integrate uses allowed in mixed-use development include:

1. Vertical integration. A mix of nonresidential uses (i.e., commercial, retail, and/or office) located on the ground floor with residential dwelling units located above.

2. Horizontal integration. A mix of nonresidential uses located on the primary street frontage of a lot and residential uses located at the rear of a lot.

Live-Work. A structure or complex of structures that integrates space for both residential and nonresidential uses within individual units.

Live/Work Unit. A unit with both residential and nonresidential uses and where neither use is subordinate to the other.

Mezzanine. An intermediate floor between main floors of a building. The floor often projects from the walls and does not completely close the view of the ceiling from the floor immediately below. A mezzanine floor and the floor below it share the same ceiling.

Mixed-Use Vertical Development. Development that combines two or more types of land uses (e.g., residential, commercial, office, industrial, institutional, or recreation) in a single building in a vertical configuration, typically with residential uses located above nonresidential uses.

Mixed-Use Horizontal Development. Development that combines two or more types of land uses (e.g., residential, commercial, office, industrial, institutional, or recreation) on a single development site, but not necessarily in the same building, typically nonresidential uses are located adjacent to the street and residential uses are located away from major streets behind nonresidential uses.

Mixed-Use Overlay District. A land use designation (zoning district) that allows a combination of uses, which may include residential, commercial, office, industrial, institutional, or recreational uses.

Podium Parking. Parking spaces that are covered by the ground floor of a building and are completely enclosed by walls. Podium parking may occur at or below the grade of the adjacent sidewalk.

Private Realm. Any privately-owned property.

Public Realm. Any publicly owned streets, roadways, sidewalks, parks, plazas, and other open spaces that comprise the shared space of a city for its visitors, employees and residents. It is the space between buildings where civic interaction occurs and is defined in contrast to private property.

Surface Parking. Parking spaces that are not covered by a building and are not enclosed by walls. Surface parking is also known as a “parking lot”.

Tuck-Under Parking. Parking spaces that are covered by the upper floor of a building, but are otherwise open.

Underground Level. That portion of a structure between the floor and ceiling which is wholly or partly below grade and having more than one half of its height below grade.

Permitted Uses Table 9.02.020-1

X - Indicates stated use is permitted subject to district requirements.
C - Indicates stated use is allowed with a conditional use permit.
♦ - Indicates a use is permitted unless the use is located three hundred (300) feet or less from a residential zone or use, in which case the use is allowed with a conditional use permit. However, the expansion of an existing general manufacturing use is allowed without a conditional use permit regardless of its distance from residential zones or residential uses.
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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
Adult Businesses																	A		A	A		A	A	A	A	
Agricultural Uses—Crops Only	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Agricultural (involving structures)																						X				
Aircraft Landing Facilities																	C		C	C	C	C				
Ambulance Service																	♦				♦	X	X	X	X	
Amusement Parks, Fairgrounds																	♦					X				
Animal Raising (see Section 9.09.090 of this title)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Appliance and Electronic Repair Shops													X	X	X	X	X					X	X		X	
Arcades, Video Machines																♦	X	♦								
Athletic Clubs, Gymnasiums and Spas													X	X	X	X	X		X			X	X	X	X	
Auction Houses																	X								X	
Auditoriums													♦	♦	♦		♦	♦	♦	♦	♦	♦	♦	♦	♦	
Auto Electronic Accessories and Installation																	X					X	X		X	
Automobile Fleet Storage																						X	X			
Automobile, Motorcycle, Truck, Golf Cart, Recreational Vehicle																	♦					X	X			

MV00195380

Permitted Uses Table 9.02.020-1

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
and Boat Sales and Incidental Minor Repairs and Accessory Installations																										
Auto Service Stations Accessory uses include convenience store and car wash Minor repairs to include auto/boat/motorcycle/RV (excludes major repair, paint, body work)																♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	
Automotive, Boat, Motorcycle and RV Repair—Minor (includes brake, muffler and tire installation and repair)																♦	X					X	X		X	
Automotive Paint and Body Repair—Major Engine Overhaul																	♦					X				
Auto Rentals																	X						X	X	X	
Auto Supply Stores													X	X	X	X	X					X	X		X	
Bakery Shops													X	X	X	X	X	X							X	
Bakery—Commercial																						X				
Banks—Financial Institutions													X	X	X	X	X	X	X	X				X	X	
Barber and Beauty Colleges													X	X	X	X	X		X	X				X	X	

MV00195381

Permitted Uses Table 9.02.020-1

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
Boat Sales New and Used Including Repairs and Accessory Installation																	♦					X				
Boarding and Rooming Houses									X	X	X	X	X	X												
Bowling Alley													♦	♦	♦	X	X									
Building Material Sales																	♦									
With outdoor storage																	♦					X	X			
Building Material Storage Yards																						X				
Bus, Rail and Taxi Stations															♦		♦									
Business Equipment Sales (includes repairs)													X	X	X	X	X	X	X						X	
Business Schools													X	X	X	X	X	X	X	X			X	X	X	
Business Supply Stores													X	X	X	X	X		X			X	X		X	
Cabinet Shop																						X	X	X	X	
Caretakers Residence[1]																♦	♦	C	♦	♦	♦	♦	♦	♦	♦	
Car Wash																X	X					X				
Accessory to auto related use																♦	♦					X				
Catering Service													X	X	X	X	X	X						X	X	
Cemetery (Human or Pet) With or Without Accessory Mortuary and Cremation Services (Minimum 10-acre site required)	C	C	C	C	C	C	C	C	C	C	C	C														
Churches[2]	C	C	C	C	C	C	C	C	C	C	C	C	♦	♦	♦	♦	♦	C	♦	♦	♦	♦	♦	♦	♦	

MV00195382

Permitted Uses Table 9.02.020-1

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
Clubs								♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦					C
Commercial Radio or Television Stations																										
With on-site antenna																	♦					♦	♦	♦	♦	
Without on-site antenna																	X					X	X	X	X	
Communications Facilities (See Section 9.09.040 of this title)																										
Computer Sales and Repairs													X	X	X	X	X		X			X	X	X	X	
Contractors Storage Yard																						X				
Convalescent Homes/Assisted Living							C	C	C	C	C	C	♦	♦	♦	♦	♦	♦	♦	♦	♦					
Convenience Stores																										
With drive-through																X	X									
Without drive-through													X	X	X	X	X									
With alcohol sales													♦	♦	♦	♦	♦									
Convention Hall, Trade Show, Exhibit Building with Incidental Food Services															C		♦		♦		♦			♦	♦	
Copy Shops													X	X	X	X	X	X	X	X		X	X	X	X	
Country Club	C	C	C	C	C	C	C	C	C	C	C	C														
Dancing, Art, Music and Similar Schools													X	X	X	X	X	X	X	X			X	X	X	
Day Care Centers	C	C	C	C	C	C	C	C	C	C	C	C	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	C
Delicatessens													X	X	X	X	X	X	X				X	X	X	
Diaper Supply Service																						X				
Laundry with fleet																						X				

MV00195383

Permitted Uses Table 9.02.020-1

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
storage																										
Disposal company																						X				
Drapery Shops													X	X	X	X	X	X								
Dressmaking Shops													X	X	X	X	X	X								
Driving School													X	X	X	X	X		X	X			X	X	X	
Drug Stores													X	X	X	X	X	X								
Dry Cleaning or Laundry																										
a. Dry Cleaning													X	X	X	X	X	X	X						X	
b. Laundromat													X	X	X	X	X	X	X							
c. Laundry Commercial																						X	X			
Equestrian Centers, Riding Academies, Commercial Stables (including incidental sales of feed and tack)	C	C	C	C													♦									C
Exterminators																	C					X	X	X	X	
Feed and Grain Stores																X	X	X								
Fire and Police Stations	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Floor Covering Stores (may include incidental repairs with installation service)													X	X	X	X	X					X				
Fraternity/Sorority								C	C	C	C	C														
Frozen Food Locker																						X	X			
Gasoline Dispensing - Non-retail accessory to an auto-related use																	X					X	X	X	X	
Glass Shops and Glass																X	X					X	X		X	

MV00195384

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
Studios—Stained, etc.																										
Golf Courses or Golf Driving Ranges with Incidental Commercial Uses	C	C	C	C	C	C	C	C	C	C	C	C														♦
Handicapped Housing								X	X	X	X	X	X	X	X											
Heavy Equipment Sales and Rentals																	X						X	X		
Homeless Shelters																	C		C	C	X	C			C	
Hospitals															♦		♦		♦	♦				C	C	C
Hotels																										
a. With 20% or less of the units containing kitchens													X	X	X		X		C				X	X	X	
b. With over 20% of the units containing kitchens													C	C	C		C		C				C	C	C	
Ice Cream Stores—Including Yogurt Sales													X	X	X	X	X	X	X						X	
Impound Yards																						X				
Jewelry Stores													X	X	X	X	X	X								
Kennel and Catteries	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		♦	♦	♦	♦	C			
Laboratories (medical and dental)													X	X	X	X	X		X	X		X	X	X	X	
Libraries	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	
Liquor Stores													♦	♦		♦	♦									
Live/Work Unit (12)													X	X	X											
Locksmith Shops													X	X	X	X	X	X				X	X	X	X	
Lodge Halls and Similar Facilities													♦	♦	♦	♦	♦		♦					♦	♦	
Lumberyards																	X					X				

MV00195385

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
Mail Order House																	X					X	X	X	X	
Manufacturing and Assembly																										
a. Custom and light manufacturing indoor uses only (50,000 square feet or less), with light truck traffic, on-site and wholesaling of goods produced																						X	X	X	X	
b. Custom and light manufacturing indoor uses only (more than 50,000 square feet), with light truck traffic, on-site and wholesaling of goods produced																						X	X			
c. General manufacturing with frequent truck traffic and/or outdoor equipment or storage																						X	X			
d. Retail sales of goods produced or warehoused on-site[3]																						X	X	X	X	
Medical Clinics/Medical Care																										
Inpatient care													X	X	X	X	X		X	X		X	X	X	X	
Urgent care													X	X	X	X	X		X	X						
Medical device services															X	X	X		X							

MV00195386

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
and sales (retail), including, but not limited to, fittings for and sale of prosthetic and orthotic devices																										
Medical equipment supply, including retail sales for in-home medical care, such as wheelchairs, walkers, and respiratory equipment															X	X	X		X							
Mobile Home Parks	C	C	C	C	C	C	C	C	C	C	C	C														
Mobile Home Sales or Rentals (outdoor display)																	C									
Mortuaries																										
With cremation services																							X	X		
No cremation services			C	C	C	C	C	C	C	C	C	C			♦	♦	♦						X	X		
Museums	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Newspaper and Printing Shops													X	X	X	X	X					X	X	X	X	
Nursery, (Plant), Wholesale and Distribution	X	X	X	X																		X	X			X
Offices (administrative and professional)													X	X	X	X	X	X	X	X			X	X	X	
Open Air Theaters															C						C					C
Orphanages	C	C	C	C	C	C	C	C	C	C	C	C														
Painting Contractor																						X	X			

MV00195387

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
Parcel Delivery Terminals																						X	X	X	X	
Parking Lot															C	C	X	X	C					X		
Parks and Recreation Facilities (public)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Personal Services (e.g., nail salons, massage establishment, barber and beauty shops, and tattoo parlors)													X	X	X	X	X	X	X						X	
Pharmacy[4]													X	X	X	X	X	X	X						X	
Photo Studios													X	X	X	X	X	X	X						X	
Plumbing Shops																	X								X	
Plumbing Supply Stores for Contractors																							X	X	X	
Pool Hall														♦		♦	♦									
Postal Services													X	X	X	X	X	X	X				X	X	X	
Pottery Sales with Outdoor Sales													X	X	X	X	X	X				X			X	
Public Administration, Buildings and Civic Centers													X	X	X	X	X	X	X	X	X	X	X	X	X	
Public Utility Stations, Yards, Wells and Similar Facilities, Excluding Offices	C	C	C	C	C	C	C	C	C	C	C	C	♦	♦	♦	♦	♦	♦	♦	♦	♦	X	X	♦	♦	C
Racetracks																	C				C					
Record Store													X	X	X	X	X	X								
Recording Studio													X	X	X	X	X	X	X	X		X	X	X	X	
Recreational Facilities	C	C	C	C	C	C	C	C	C	C	C	C	♦	♦	♦	♦	♦	♦								

MV00195388

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
(Private) such as Tennis Club, Polo Club, with Limited Associated Incidental Uses																										
Recycling, Large Collection Facility[5]																	♦					X	X			
Recycling, Small Collection Facility													X	X	X	X	X	X								
Recycling Processing Centers																						X	X	X	X	
Refreshment Stands													X	X	X	X	X	X	X	X	X	X	X	X	X	
Rental Service																										
Within an enclosed structure (furniture, office, party supplies)													X	X	X	X	X	X				X	X	X	X	
With outdoor storage and display (vehicles, equipment, etc.)																♦	♦					X	X			
Research and Development													X	X	X				X	X		X	X	X	X	
Residential																										
Single-Family	X	X	X	X	X	X	X	X																		
Multiple-Family									X	X	X	X	X	X	X											
Manufactured home park (see mobile home parks)																										
Residential Care Facility (for seven or more persons)	C	C	C	C	C	C	C	C	C	C	C	C	C	C	X											

MV00195389

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
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Restaurants (Eating and Drinking Establishments)																										
With entertainment													C	C	C		♦									
Without entertainment													X	X	X	X	X	X	X						X	
With alcoholic beverage sales													X	X	X	X	X	X	X						X	
With outdoor seating[13]													X	X	X	X	X	X	X						X	
Restaurants (fast-food)																										
With drive-through																♦	♦								♦	
Without drive-through													X	X	X	X	X								X	
Retails Sales													X	X	X	X	X									
Support Retail Sales													X	X	X				X							
Sandwich Shops[6]													X	X	X	X	X	X	X	X[6]						
Schools, Private	C	C	C	C	C	C	C	C	C	C	C	C	♦	♦	♦	♦	♦		♦	♦				♦	♦	
Senior Housing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X				X	X						
Shoe Shine Stands													X	X	X	X	X		X	X				X	X	
Shoe Repair Shop													X	X	X	X	X	X								
Sign Shop													X	X	X	X	X	X				X	X	X	X	
Skating Rinks														X			X									
Stationery Stores													X	X	X	X	X	X	X					X	X	
Statue Shop -Outdoor display																	♦					X	X			
Storage Lots and Mini-Warehouses																										
Indoor																	C					X				
Outdoor																	C					X				
Swim Schools/Center with Incidental Commercial Uses	C	C	C	C	C	C	C	C	C	C	C	C					X									

MV00195390

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A - Indicates a use is permitted with an adult business use permit, providing the requirements of Section 9.09.030 of this title are met.

	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
Taxidermist																	X					X	X			
Theaters (excludes open air)													X	X	X	X	X	X								
Tire Recapping																						X				
Trade and Vocational Schools													X	X	X		X		X	X			X	X	X	
Transfer, Moving and Storage Facilities																						X	X			
Truck Wash																						X	X			
Upholstery Shops																	X					X	X		X	
Vehicle Storage Yards																										
Indoor																	X					X	X			
Outdoor																	C					X	X			
Vending Machine Service and Repair																						X	X	X	X	
Veterinarian (including animal hospital)																										
All activities within an enclosed structure													X	X	X	X	X							X	X	
With outdoor activities																	♦							♦	♦	
Weight Reduction Center													X	X	X	X	X	X	X							
Wholesale, Storage, and Distribution																										
All activities indoors (50,000 square feet or less)																						X	X	X	X	
All activities indoors (more than 50,000 square feet)																						X	X			

MV00195391

Permitted Uses Table 9.02.020-1

X - Indicates stated use is permitted subject to district requirements.
C - Indicates stated use is allowed with a conditional use permit.
♦ - Indicates a use is permitted unless the use is located three hundred (300) feet or less from a residential zone or use, in which case the use is allowed with a conditional use permit. However, the expansion of an existing general manufacturing use is allowed without a conditional use permit regardless of its distance from residential zones or residential uses.
A - Indicates a use is permitted with an adult business use permit, providing the requirements of Section 9.09.030 of this title are met.

	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
All activities outdoors																						X				
Retail sale of goods warehoused on-site[7]																						X	X	X		
Wrecking Yard																						♦				

Notes:
(1) Do not consider residential use per distance requirement.
(2) The administrative plot plan process may be used to establish these uses in an existing building within any commercial or industrial zone, even if the project is located adjacent to residential uses or zones.
(3) Retail is limited to fifteen (15) percent of gross floor area (see Section 9.05.040 of this title).
(4) Permitted in the OC and VOR districts only as a support medical office facility.
(5) Large collection facilities may be established within an existing building through the “tenant improvement” process if such building or tenant space occupied by the use is not located adjacent to a residential use or zone.
(6) Sandwich shops shall not have cooking hoods, nor shall they exceed five percent of the gross floor area of the complex where they are located.
(7) Retail is limited to fifteen (15) percent of gross floor area (see Section 9.05.040 of this title).
(8) In the MUI district, mixed use (commercial uses on first floor with office uses or residential uses on upper floors) are (a) required to on lots at street intersections and within 300 feet in any direction from a street intersection, as measured from the corner formed by the lot’s property lines, and (b) are allowed, but not required on the other lots.
(9) In the MUC and MUN districts, mixed use (commercial uses on first floor with office uses or residential uses on upper floors) are (a) required to on lots at street intersections and within 150 feet in any direction from a street intersection, as measured from the corner formed by the lot’s property lines, and (b) are allowed, but not required on the other lots.
(10) See Section 9.07.40 (Medical Use Overlay District)
(11) See Section 9.09.260 (Mixed Use Development)
(12) See Section 9.09.250 (Live-Work Development)
(13) See Section 9.09.270 (Outdoor Dining)

MV00195392

Permitted Uses Table 9.02.020-1

X - Indicates stated use is permitted subject to district requirements.
C - Indicates stated use is allowed with a conditional use permit.
♦ - Indicates a use is permitted unless the use is located three hundred (300) feet or less from a residential zone or use, in which case the use is allowed with a conditional use permit. However, the expansion of an existing general manufacturing use is allowed without a conditional use permit regardless of its distance from residential zones or residential uses.
A - Indicates a use is permitted with an adult business use permit, providing the requirements of Section 9.09.030 of this title are met.

	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS

Zoning District Key

HR	Hillside Residential District	**MU**	**Mixed Use Overlay District**
RR	Rural Residential District	NC	Neighborhood Commercial District
R1	Residential 1 District (40,000 square feet minimum lot size)	CC	Community Commercial District
RA2	Residential Agriculture 2 (20,000 square feet minimum lot size)	VC	Village Commercial District
R2	Residential 2 District (20,000 square feet minimum lot size)	OC	Office Commercial District
R3	Residential 3 District (10,000 square feet minimum lot size)	O	Office District
R5	Residential 5 District (7,200 square feet minimum lot size)	P	Public District
RS10	Residential Single-Family 10 District (4,500 square feet minimum lot size)	I	Industrial District
R10	Residential 10 District (Up to 10 Dwelling Units per net acre)	LI	Light Industrial
R15	Residential 15 District (Up to 15 Dwelling Units per net acre)	BP	Business Park District
R20	Residential 20 District (Up to 20 Dwelling Units per net acre)	BPX	Business Park-Mixed Use District
R30	**Residential 30 District (Up to 30 Dwelling Units per net acre)**	OS	Open Space District

MV00195393

ORDINANCE NO. 865

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA11-0029 (CHANGE OF ZONE) TO CHANGE THE LAND USE DISTRICT FOR APPROXIMATELY 146.19 ACRES TO RESIDENTIAL 30 (R30) AND APPROXIMATELY 10.46 ACRES TO OPEN SPACE (OS) AND PA12-0047 (CHANGE OF ZONE) TO CHANGE THE LAND USE DISTRICT OF APPROXIMATELY 21.47 ACRES TO COMMUNITY COMMERCIAL (CC).

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1.

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 Pages 82, 99 and 140 of the City of Moreno Valley Official Zoning Atlas shall be modified to reflect the Zone Changes (PA11-0029 and PA12-0047).

1.4. An environmental assessment, including an initial study, has been prepared to address the environmental impacts associated with applications PA11-0029 and PA12-0047 described above and environmental determinations have been adopted pursuant to the California Environmental Quality Act (CEQA).

SECTION 2: FINDINGS

2.1 With respect to the proposed change to pages 82, 99 and 140 of the City of Moreno Valley Official Zoning Atlas, and based upon substantial evidence presented to the City Council during the public hearing on April 23, 2013, including written and oral staff reports, and the record from the public hearing, the City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.

FACT: The proposed Change of Zone is consistent with, and do not conflict with the goals, objectives, policies, and programs established within the General Plan or any specific plan. California State law (Government Code Section 65580-65589.8) requires that cities provide an inventory of land suitable for residential development. Section 65583.2(B)(e) requires that jurisdictions with a population greater than

100,000 must have sites allowing at least 30 unit per acre. The City of Moreno Valley's current population is approximately 193,365 thus requiring the City to provide high density housing opportunities at the 30 unit per acre. PA11-0029 (Change of Zone) will change the land use designation for the four areas totaling approximately 146.19 acres to Residential 30 (R30) and approximately 10.46 acres to Open Space (OS).

PA12-0047 (Change of Zone) will change the zoning designation of Assessor's Parcel Number (APN) 485-220-041, which is located at the southwest corner of Gentian Avenue and Perris Boulevard. The 21.47 acre parcel's land use is currently Residential 5 (R5) and the proposed change is to Community Commercial (CC).

The parcels directly to the west and southwest are part of the request for both land use and rezoning to Residential 30 (R30). The parcels directly south are currently Community Commercial and included an approved shopping center (PA06-0123), Home Depot and a Farmer Boys restaurant.

There is no development application associated with the proposed zone change. The proposed zoning would permit development of a commercial shopping center, which would support the neighboring proposed high density housing.

Changing the zoning of 21.47 acres to commercial uses along Perris Boulevard consistent the goals of the Alessandro Boulevard Corridor Plan though was not an original part of the vision plan. Perris Boulevard is a similar to Alessandro Boulevard as an important regional transportation link for Moreno Valley. Perris Boulevard is ideal to provide a mix of retail and multiple density housing opportunities to promote pedestrian-oriented development. The land use change to Commercial is also consistent with the General Plan and would not be in conflict with the goals, objectives, policies or programs of the General Plan.

2. Conformance with Specific Plan Policies – The proposed use is consistent with any applicable Specific Plan.

FACT: The project site is not within a specific plan area.

3. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

FACT: The proposed Change of Zones will not adversely affect the public health, safety or general welfare. An environmental assessment, including an initial study, has been prepared to address the environmental impacts associated with applications PA11-0029 and PA12-0047 described above

and environmental determinations have been adopted pursuant to the California Environmental Quality Act (CEQA).

4. Conformance with Title 9 – The proposed amendment to change the zoning atlas is consistent with the purposes and intent of Title 9.

FACT: The Change of Zone is compatible with the purpose and intent of Title 9. As such, it furthers the specific purpose and intent of Title 9 to "implement the goals, objectives, policies and programs of the Moreno Valley General Plan and manage future growth and change in accordance with that plan."

SECTION 3: ZONE CHANGE

3.1 Based on the findings contained in Section 2 of this Ordinance, the City Council hereby adopts the Change of Zones (PA11-0029 and PA12-0047) to change to the zoning districts listed in the tables below and subject to the revised zoning designations depicted in the attached Exhibit A and B.

PA11-0029 (Change of Zone) will change the land use designation for the four areas totaling approximately 146.19 acres to Residential 30 (R30) and approximately 10.46 acres to Open Space (OS). The Assessor's Parcel Numbers of the parcels affected by this Change of Zone are as followed:

Area #1 (Day/Alessandro) – Change of Zone		
APN	Current Zoning	Proposed Zoning
291191004	CC	R30
291191007	CC	R30
291191008	R15 & CC	R30
291191009	R15 & CC	R30
291191010	R15	R30
291191011	CC	R30
291191012	R15	R30
291191013	R15	R30
291191025	CC	R30
291191026	CC	R30
291191027	R15	R30
291191028	R15	R30
291191029	CC	R30

Area #2 (Elsworth/Alessandro) – Change of Zone		
APN	Current Zoning	Proposed Zoning
291200023	CC	R30
291200024	R15	R30

MV00195396

291200025	CC	R30
291200027	CC	R30
291200030	CC	R30
291200038	CC	R30
291200039	CC	R30
291200040	CC	R30
291264001	CC	R30
291264002	CC	R30
291264003	CC	R30
291264004	CC	R30
291264005	CC	R30
291264006	CC	R30
291264007	CC	R30
291264008	CC	R30
291264009	CC	R30
291264011	CC	R30
291264012	CC	R30
291273001	CC	R30
291273004	CC	R30
291273005	CC	R30
291273007	CC	R30
291273008	CC	R30

Area #3 (Morrison/Alessandro) – Change of Zone		
APN	Current Zoning	Proposed Zoning
486270001	OC	R30
486270002	OC	R30
486270003	OC	R30
486270004	OC	R30
486270008	OC	R30
486270017	OC	R30
486280043	R15	R30 (approx.17 acres)
486280043	R15	OS (approx.10.4 acres)
486280002	R15	R30
486280004	R15	R30
486280005	R15	R30
486280006	R15	R30
486280007	R15	R30
486280008	R15	R30
486280010	R15	R30
486280011	R15	R30
486280012	R15	R30
486280013	R15	R30

Area #4 (Perris/Iris) – Change of Zone		
APN	Current Zoning	Proposed Zoning
485220006	R15	R30
485220007	R15	R30
485220008	R15	R30
485220009	R15	R30
485220015	R15	R30
485220016	R15	R30
485220017	R15	R30
485220040	R5	R30

PA12-0047 (Change of Zone) will change the zoning designation of Assessor's Parcel Number (APN) 485-220-041, which is located at the southwest corner of Gentian Avenue and Perris Boulevard. The 21.47 acre parcel's land use is currently Residential 5 (R5) and the proposed change is to Community Commercial (CC).

Area #5 (Perris/Gentian) – Change of Zone		
485220041	R5	CC

SECTION 4: EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5: NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6: EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 14th day of May, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00195399

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 865 had its first reading on April 23, 2013 and had its second reading on May 14, 2013, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 14th day of May, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Exhibit A

EDGEMONT ST
BAY AVE
BERTIE AVE
PHYLLIS AVE
DAY ST
NOLTZE ST
GRANT ST
FARRAGUT AVE
SHERMAN AVE
291191027
291191028
291191029
291191004
291191026
291191025
291191007
291191008
291191009
291191010
291191011
291191013
291191012
PEPPER ST
GRANT ST
ALESSANDRO BLVD
GRANT ST
OLD 215 FRONTAGE RD
OLD 215 FRONTAGE RD
ELSWORTH ST

Exhibit:

E

Map Status: DRAFT

G:\ArcMap\Planning\CorridorPlans0213\Exhibit Maps\Exhibit1.mxd
Print Date: March 5, 2013

CITY OF MORENO VALLEY
RESIDENTIAL 30 (R30) REZONING

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Map Produced by Moreno Valley Geographic Information System

Map Legend

Area #1 Parcels
Moreno Valley

8

Ordinance No. 865
Date Adopted: May 14, 2013

Location Map

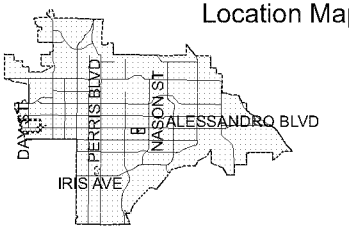

MV00195401

Exhibit:

E

Map Status: DRAFT

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Print Date: March 5, 2013

CITY OF MORENO VALLEY
RESIDENTIAL 30 (R30) REZONING

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Map Produced by Moreno Valley Geographic Information System

Map Legend

Area #2 Parcels

Location Map

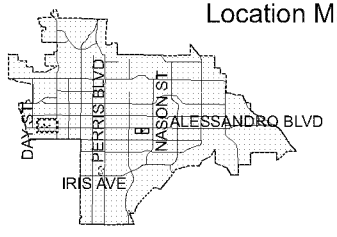

Ordinance No. 865
Date Adopted: May 14, 2013

MV00195402

Exhibit:

E

Map Status: DRAFT

G:\ArcMap\Planning\CorridorPlans0213\Exhibit Maps\Exhibit3.mxd
Print Date: March 20, 2013

CITY OF MORENO VALLEY
RESIDENTIAL 30 (R30) REZONING

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Map Produced by Moreno Valley Geographic Information System

Map Legend

- Area #3 Parcels
- Open Space

10

Ordinance No. 865

Date Adopted: May 14, 2013

Location Map

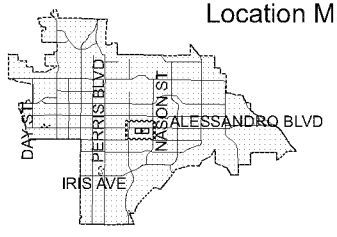

MV00195403

Exhibit:

E

Map Status: DRAFT

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Print Date: March 5, 2013

CITY OF MORENO VALLEY
RESIDENTIAL 30 (R30) REZONING

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Map Produced by Moreno Valley Geographic Information System

Map Legend

Area #4 Parcels 11

Ordinance No. 865
Date Adopted: May 14, 2013

Location Map

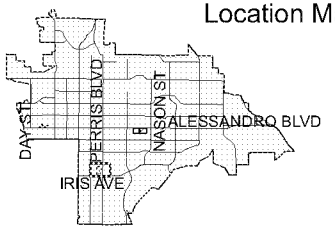

MV00195404

Exhibit B

Exhibit:

E

Map Status: DRAFT

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Print Date: March 5, 2013

CITY OF MORENO VALLEY
COMMERCIAL (CC) REZONING

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Map Produced by Moreno Valley Geographic Information System

Map Legend

Area #5 Parcels

12

Ordinance No. 865

Date Adopted: May 14, 2013

Location Map

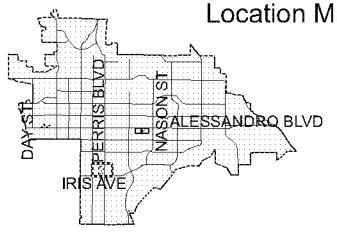

MV00195405

NEGATIVE DECLARATION

PROJECT TITLE AND FILE NUMBER: PA11-0028 (General Plan Amendment), PA11-0029 (Change of Zone), PA11-0030 (Municipal Code Amendment), PA12-0046 (General Plan Amendment) and PA12-0047 (Change of Zone)

PROJECT APPLICANT: City of Moreno Valley (CEDD) **TELEPHONE NUMBER:** 951-413-3206

PROJECT LOCATION: The project area is located in the southern portion of the City of Moreno Valley in western Riverside County. The project area includes an approximately 5.5-mile stretch of Alessandro Boulevard from the Old 215 Frontage Road on the west to Nason Street on the east (Attachment #5). The project area has direct access to and from the I-215 Freeway at the Alessandro Boulevard interchange. An additional area funded locally includes R30 and Commercial zoning northeast of Perris Boulevard and Iris Avenue.

PROJECT DESCRIPTION: The City of Moreno Valley used grant funds rewarded by SCAG's Compass Blueprint for "Phase II of the implementation of the Alessandro Boulevard Corridor Demonstration Project" (The Alessandro Boulevard Corridor Vision Plan - Phase I was funded by SCAG's Compass Blueprint program in February 2010). Phase II includes rezoning areas along Alessandro Boulevard and northeast of Perris Boulevard and Iris Avenue to Residential 30 (R30), commercial rezoning of a parcel at the southwest corner of Perris Boulevard and Gentian Avenue and the creation an overlay district, including parcels along Alessandro Boulevard that were identified suitable for inclusion in the Mixed Use Overlay Districts in Phase I's Vision Plan.

FINDING

The City of Moreno Valley has reviewed the above project in accordance with the City of Moreno Valley's Guidelines for the Implementation of the California Environmental Quality Act, and has determined that an Environmental Impact Report need not be prepared because:

[ ] The proposed project will not have a significant effect on the environment.

[X] Although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because mitigation measures described in the attached Initial Study and hereby made a part of this Negative Declaration have been added to the project.

This determination is based upon an Initial Study. The project file, including the Initial Study and related documents is available for review during normal business hours (7:30 a.m. to 5:30 p.m. Monday through Thursday) at the City of Moreno Valley, Community & Economic Development Department, Planning Division, 14177 Frederick Street, Moreno Valley, California 92553, Telephone (951) 413-3206.

PREPARED BY: DATE: 3/6/13
Claudia Manrique

NOTICE

The public is invited to comment on the Negative Declaration. The appropriateness and adoption of the Negative Declaration is considered at the time of project approval in light of comments received.

DATE ADOPTED: _____ BY:

MV00195407

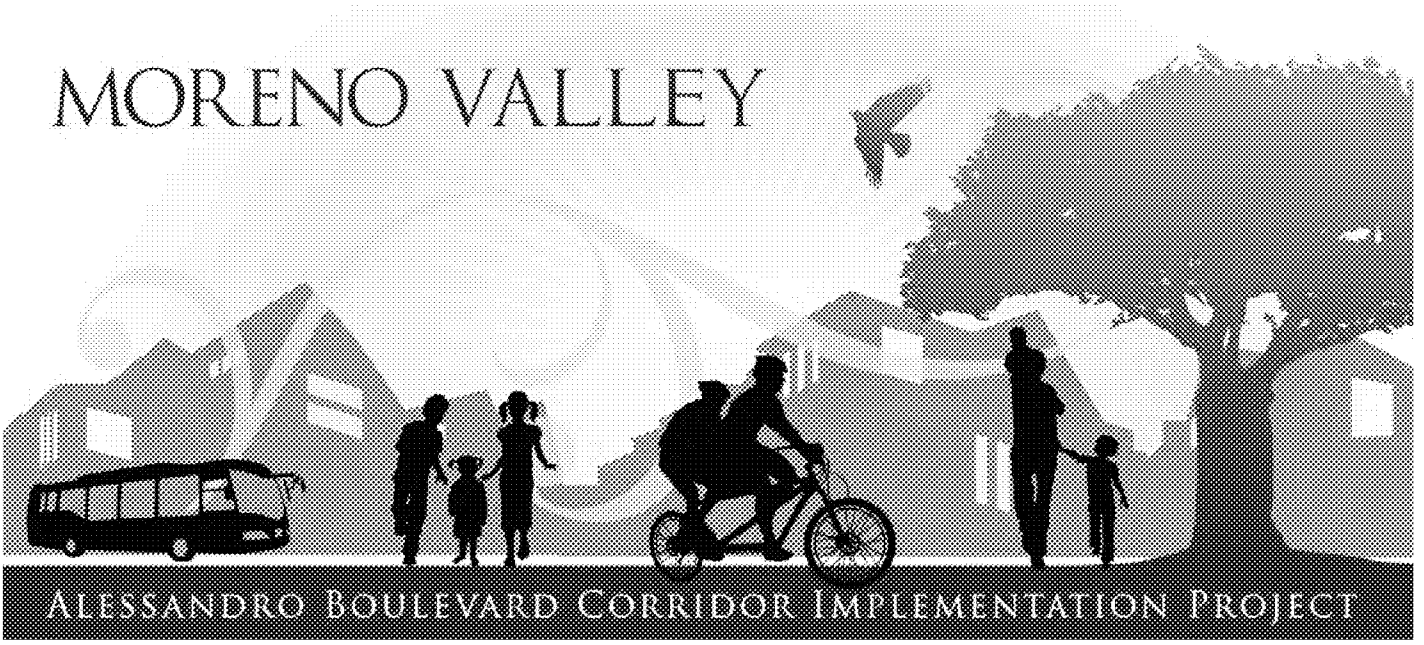

Draft
Initial Study and
Mitigated Negative Declaration

LEAD AGENCY:

City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552
Contact: Mr. John Terell,, AICP
951.413.3206

PREPARED BY:

RBF Consulting
14725 Alton Parkway
Irvine, California 92618
Contact: Ms. Collette Morse, AICP
949.472.3505

March 7, 2013

JN 10-107939 (133624)

This is a project of the City of Moreno Valley with funding provided by the Southern California Association of Governments' (SCAG) Compass Blueprint Program. Compass Blueprint assists Southern California cities and other organizations in evaluating planning options and stimulating development consistent with the region's goals. Compass Blueprint tools support visioning efforts, infill analyses, economic and policy analyses, and marketing and communication programs. The preparation of this report was funded in part through grant(s) from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) through the United States Department of Transportation (DOT) in accordance with the Metropolitan Planning Program as set forth in Section 104(f) of Title 23 of the U.S. Code. Additional funding was provided through a Blueprint Planning grant from the California Department of Transportation (Caltrans).

The contents of this report reflect the views of the author who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of SCAG, DOT or the State of California. This report does not constitute a standard, specification or regulation. SCAG shall not be responsible for the City's future use or adaptation of the report.

COMPASS BLUEPRINT

building partnerships, serving communities.

SOUTHERN CALIFORNIA

ASSOCIATION of GOVERNMENTS

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ACRONYMS

AB	Assembly Bill
ACM	asbestos containing material
af	acre feet
APN	Assessor's Parcel Number
AQMP	Air Quality Management Plan
BMPs	Best Management Practices
°C	Degrees Celsius
CARB	California Air Resources Board
CBC	California Building Code
CBMWD	Central Basin Municipal Water District
CCR	California Code of Regulations
CEQA	California Environmental Quality Act
cfs	cubic feet per second
CH_4	Methane
CMP	Congestion Management Plan
CNEL	Community Noise Equivalent Level
CO	carbon monoxide
CO_2	carbon dioxide
CO_2eq	carbon dioxide equivalent
CUPA	Certified Unified Program Agency
dB	decibel scale
dBA	A-weighted decibel
EIR	Environmental Impact Report
EMP	Emergency Management Plan
EPA	Environmental Protection Agency
ESA	Environmental Site Assessment
°F	Degrees Fahrenheit
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
GHG	global greenhouse gas
HCM	Highway Capacity Manual
HVAC	Heating Ventilation and Air Conditioning
ICU	Intersection Capacity Utilization
IPCC	Intergovernmental Panel on Climate Change
IS/MND	Initial Study/Mitigated Negative Declaration
JOA	Joint Outfall Agreement
JOD	Joint Outfall Districts
JOS	Joint Outfall System
LACDPW	Los Angeles County Department of Public Works
LACFD	Los Angeles County Fire Department
LBP	lead based paint

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ACRONYMS

L_{dn}	Day-Night Sound Level
L_{eq}	equivalent sound level
LOS	level of service
mgd	million gallons per day
MMT	million metric tons
MT	metric tons
$MTCO_2eq$	metric tons of CO_2 equivalent
MWD	Metropolitan Water District
N/A	not applicable
NAHC	Native American Heritage Commission
N_2O	nitrous oxides
NESHAP	National Emission Standards for Hazardous Air Pollutants
NO_X	nitrogen oxides
NOI	Notice of Intent
NOP	Notice of Preparation
NOT	Notice of Termination
NPDES	National Pollutant Discharge Elimination System
O_3	ozone
OPR	Office of Planning and Research
Pb	lead
PCE	passenger car equivalent
$PM_{2.5}$	particulate matter up to 2.5 microns in diameter
PM_{10}	particulate matter up to 10 microns in diameter
PPM	parts per million
PPV	peak particle velocity
RCP	reinforced concrete pipe
RCPG	Regional Comprehensive Plan and Guide
RECs	Recognized Environmental Conditions
ROG	Reactive Organic Gas
RTP	Regional Transportation Plan
RWQCB	Regional Water Quality Control Boards
SB	Senate Bill
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SO_X	sulfur oxides
SRA	Source Receptor Area
SUSMP	Standard Urban Stormwater Mitigation Plan
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TMP	Traffic Management Plan
tsf	total square feet
USDOT	United States Department of Transportation

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ACRONYMS

USPS	United States Postal Service
UST	underground storage tank
UWMP	Urban Water Management Plan
V/C	Volume/Capacity
VdB	velocity in decibels
VOCs	volatile organic compounds

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TECHNICAL APPENDICES ON CD

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1.0 INTRODUCTION

The proposed Alessandro Boulevard Corridor Implementation Project (herein referenced as the "project") is a City-initiated project to: 1) create the Mixed Use Overlay Districts to implement the Vision Plan for Alessandro Boulevard Corridor, 2) increase the maximum permitted density to 30 dwelling units per acre in specified areas of the City, and , and 3) amend the general plan and zoning for approximately 21.74 acres of R-5 to Community Commercial. The proposed changes affect approximately 315 acres along, adjacent to, or in close proximity to Alessandro Boulevard. The project involves an amendment to the General Plan Land Use Map, as well as an amendment to the Moreno Valley Zoning Code and Zoning Map. Following a preliminary review of the proposed project, the City of Moreno Valley has determined that it is subject to the guidelines and regulations of the California Environmental Quality Act (CEQA). This Initial Study addresses the direct, indirect, and cumulative environmental effects of the project, as proposed.

1.1 STATUTORY AUTHORITY AND REQUIREMENTS

In accordance with the *California Code of Regulations* (*CCR*) Sections 15051 and 15367, the City of Moreno Valley (City) is identified as the Lead Agency for the proposed project. Under the *California Environmental Quality Act* (*CEQA*) (*Public Resources Code* Section 21000-21177) and pursuant to *CCR* Section 15063, the City is required to undertake the preparation of an Initial Study to determine if the proposed project would have a significant environmental impact. If, as a result of the Initial Study, the Lead Agency finds that there is evidence that any aspect of the project may cause a significant environmental effect, the Lead Agency shall further find that an Environmental Impact Report (EIR) is warranted to analyze project-related and cumulative environmental impacts. Alternatively, if the Lead Agency finds that there is no evidence that the project, either as proposed or as modified to include the mitigation measures identified in the Initial Study, may cause a significant effect on the environment, the Lead Agency shall find that the proposed project would not have a significant effect on the environment and shall prepare a Negative Declaration. Such determination can be made only if "there is no substantial evidence in light of the whole record before the Lead Agency" that such impacts may occur (*Public Resources Code* Section 21080(c)).

The environmental documentation, which is ultimately selected by the City in accordance with *CEQA*, is intended as an informational document undertaken to provide an environmental basis for subsequent discretionary actions upon the project. The resulting documentation is not, however, a policy document and its approval and/or certification neither presupposes nor mandates any actions on the part of those agencies from whom permits and other discretionary approvals would be required.

The environmental documentation and supporting analysis is subject to a public review period. During this review, public agency comments on the document relative to environmental issues should be addressed to the City of Moreno Valley. Following review of any comments received, the City will consider these comments as a part of the project's environmental review and include them with the Initial Study documentation for consideration by the City.

1.2 PURPOSE

The purpose of the Initial Study is to: (1) identify environmental impacts; (2) provide the lead agency with information to use as the basis for deciding whether to prepare an EIR or a negative declaration; (3) enable an applicant or lead agency to modify a project, mitigating adverse impacts before an EIR is required to be prepared; (4) facilitate environmental assessment early in the design of the project; (5) document the factual basis of the finding in a negative declaration that a project would not have a significant environmental effect; (6) eliminate needless EIRs; (7) determine whether a previously prepared EIR could be used for the project; and (8) assist in the preparation of an EIR, if required, by focusing the EIR on the effects determined to be significant, identifying the effects determined not to be significant, and explaining the reasons for determining that potentially significant effects would not be significant.

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CEQA Guidelines Section 15063 identifies specific disclosure requirements for inclusion in an Initial Study. Pursuant to those requirements, an Initial Study shall include:

- A description of the project, including the location of the project;
- Identification of the environmental setting;
- Identification of environmental effects by use of a checklist, matrix, or other method, provided that entries on a checklist or other form are briefly explained to indicate that there is some evidence to support the entries;
- Discussion of ways to mitigate significant effects identified, if any;
- Examination of whether the project is compatible with existing zoning, plans, and other applicable land use controls; and
- The name(s) of the person(s) who prepared or participated in the preparation of the Initial Study.

1.3 CONSULTATION

As soon as the Lead Agency (in this case, the City of Moreno Valley) has determined that an Initial Study would be required for the project, the Lead Agency is directed to consult informally with all Responsible Agencies and Trustee Agencies that are responsible for resources affected by the project, in order to obtain the recommendations of those agencies as to whether an EIR or Negative Declaration should be prepared for the project. Following receipt of any written comments from those agencies, the Lead Agency considers any recommendations of those agencies in the formulation of the preliminary findings. Following completion of this Initial Study, the Lead Agency initiates formal consultation with these and other governmental agencies as required under CEQA and its implementing guidelines.

1.4 INCORPORATION BY REFERENCE

The following documents were utilized during preparation of this Initial Study, and are incorporated into this document by reference. These documents are available for review at the City of Moreno Valley located at 14177 Frederick Street, Moreno Valley, California 92552.

City of Moreno Valley General Plan (adopted July 11, 2006). The *City of Moreno Valley General Plan* (*General Plan*) is a comprehensive long-term strategy for the physical development of the City. The *General Plan* determines how land may be used and the infrastructure and public services that are needed or desired by the community. The *General Plan* provides a framework for decision making related to planning and long term development in the local and regional context. The *General Plan* includes the following elements:

- Community Development
- Economic Development
- Parks, Recreation and Open Spaces
- Circulation
- Safety
- Conservation
- Housing

City of Moreno Valley Housing Element 2008-2014 (adopted February 22, 2011). On February 22, 2011, the Moreno Valley City Council approved the 2008-2014 Housing Element to the *General Plan*, in compliance with State law. The Housing Element was certified by the California Department of Housing and Community Development (HCD), and was found to be in full compliance with State housing element law on October 13, 2010.

The 2008-2014 Housing Element consists of a series of ongoing and new programs that implement the City's housing element goals, which are classified into five areas of focus:

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- Preservation and revitalization of existing neighborhoods.
- Creation of housing opportunities for special needs populations.
- Creation of rental housing for low and very low income households.
- Creation of housing opportunities for low and moderate income first time home buyers.
- Increase of energy conservation measures.

The 2008—2014 Housing Element identifies that the City will accommodate a portion of its regional housing need (1,945 units affordable to lower-income households) by proposing to rezone 142 acres of vacant and underutilized sites to R-30 with a minimum density of 24 units per acre. The sites proposed for the rezone are identified in Attachment 4 of the Element, and are referred to as Calculations 3, 4, and 5. These calculation areas are also shown in Attachment 1 of the Element.

City of Moreno Valley General Plan Final Environmental Impact Report (SCH# 20091075) (certified July 11, 2006). The *City of Moreno Valley General Plan Final Environmental Impact Report* (*General Plan EIR*) reviews the existing conditions of the City, analyzes potential environmental impacts from implementation of the *General Plan*, identifies objectives, policies and programs from the proposed *General Plan* that serve to reduce and minimize impacts, and identifies additional mitigation measures, if necessary, to reduce potentially significant impacts of the *General Plan*. The project included a comprehensive update of the *General Plan*, and reviewed three potential land use policy map alternatives: 1) Existing General Plan, 2) Alternative 2, and 3) Alternative 3. Alternative 2 was the land use policy map adopted by the City Council, and includes the following:

- 62,922 single-family detached residential units
- 20,402 multi-family attached residential units
- 21,908,000 square feet of commercial
- 19,878,000 square feet of professional office
- 9,241,500 square feet of public
- 46,408,000 square feet of business park/industrial

Collectively, this totals 83,224 dwelling units and 97,409,000 square feet of non-residential floor area by 2030. This represents an increase of 41,179 dwelling units (25,706 single-family detached and 15,473 multi-family attached) and 76,615,000 square feet of non-residential floor area over existing conditions. The *General Plan EIR*, a Program EIR, evaluated the impacts of implementing the *General Plan*, the consideration of broad policy alternatives, and program-wide mitigation measures. The Program EIR also determined when subsequent environmental review would be needed for a specific development proposal that is consistent with the *General Plan*.

The *General Plan EIR* reviewed all topic areas identified in the CEQA Guidelines Appendix G, Environmental Checklist Form: Aesthetics; Agriculture Resources; Air Quality; Biological Resources; Cultural Resources; Geology/Soils; Hazards & Hazardous Materials; Hydrology/Water Quality; Land Use/Planning; Mineral Resources; Noise; Population/Housing; Public Services; Recreation; Transportation/Traffic; and Utilities/Service Systems.

Significant Unavoidable Impacts

The *General Plan EIR* concluded that implementation of the *General Plan* will result in significant project-level and cumulative impacts to traffic/circulation, air quality, and agricultural resources which cannot be fully mitigated. The City Council adopted a Statement of Overriding Considerations for these impacts on July 11, 2006.

Traffic/Circulation

Buildout of the City under Land Use Alternative 2 would result in an average of 2,628,197 daily trips. As shown in *General Plan EIR* Table 5.2.7, a total of 34 roadway segments would have projected V/C ratios indicating they are near to their daily traffic capacities. *General Plan EIR* Table 5.2-8 identifies those roadway segments where the

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projected traffic volume exceeds roadway design capacity; 26 roadway segments have V/C ratios that are projected to exceed their daily traffic capacity. The 26 roadway segments are:

1. Alessandro Boulevard from Old 215 Frontage Road to Day Street
2. Cactus Avenue from Graham Street to Heacock Street
3. Cactus Avenue from Old 215 Frontage Road to Elsworth Street
4. Day Street from Ironwood Avenue to SR-60
5. Day Street from SR-60 to Eucalyptus Avenue
6. Eucalyptus Avenue from Graham Street to Heacock Street
7. Eucalyptus Avenue from Old 215 Frontage Road to Day Street
8. Frederick Street from SR-60 to Sunnymead Boulevard
9. Frederick Street from Sunnymead Boulevard to Towngate Boulevard
10. Gilman Springs Road from SR-60 to Spine Road
11. Heacock Avenue from Cottonwood to Alessandro Boulevard
12. Heacock Street from Alessandro Boulevard to Cactus Avenue
13. Heacock Street from Cactus Avenue to John F. Kennedy Drive
14. Heacock Street from Ironwood Avenue to SR-60
15. Heacock Street from Manzanita Avenue to Ironwood Avenue
16. Heacock Street from SR-60 to Sunnymead Boulevard
17. Heacock Street from Sunnymead Boulevard to Eucalyptus Avenue
18. Indian Street from Mariposa Avenue to Nandina Avenue
19. Indian Street from Sunnymead Boulevard to Fir Avenue
20. Kitching Street from Iris Avenue to Krameria Avenue
21. Kitching Street from Krameria Avenue to Mariposa Avenue
22. Perris Boulevard from Elder Avenue to Sunnymead Boulevard
23. Perris Boulevard from Nandina Avenue to Oleander Avenue
24. Perris Boulevard from Oleander Avenue to south of Oleander Avenue (this location is outside of the City Sphere of Influence)
25. Pigeon Pass Road from Ironwood Avenue to SR-60
26. Redlands Boulevard from north of Locust Avenue to Locust Avenue

Air Quality

Short-Term Construction Impacts

Future development in the planning area will generate construction impacts associated with the following construction activities: 1) construction equipment emissions; 2) emissions from workers' vehicles traveling to and from the construction sites; and 3) dust from grading and earth-moving operations. Construction related air quality impacts will occur periodically throughout implementation of the *General Plan*, regardless of which Land Use Alternative is selected. Construction activity will primarily generate PM_{10}, CO, and NO_X. In addition, reactive organic gases (ROGs) will be released during the use of architectural coatings, exterior paints and asphalt.

The three General Plan Land Use Alternatives identify future allowed land uses; however, no specific development is proposed. Construction emissions for specific development projects will vary depending on the size of the project, amount of grading required, type and quantity of construction equipment, building floor area or number of residential units to be constructed. As depicted in Table 5.2-6, the demolition, grading, and building construction activities of a typical development project allowed under the *General Plan* may result in an average of 18 pounds per day of PM_{10} emissions, 113 pounds per day of ROG emissions, 154 pounds per day of NO_X emission, and 141 pounds per day of CO emissions for one project. However, more than one project is likely to be under construction at one time. The South Coast Air Basin currently fails to meet state and federal air quality standards for four of the criteria pollutants including ozone, nitrogen dioxide, carbon monoxide, and fine particulate matter. Therefore, the addition of construction related emissions to the air basin could violate the existing federal, State, and local air quality standards

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for ozone, nitrogen dioxide, carbon monoxide, and fine particulate matter and contribute to an existing air quality violation. This is considered a significant impact.

The PM_{10} emissions associated with construction activities can be reduced by approximately 50 percent with implementation of the SCAQMD Rule 403 construction regulations. Also, implementation of the aforementioned new state and AQMD regulations on construction equipment, diesel fuels and diesel exhaust will substantially reduce short-term impacts on air quality. Implementation of Mitigation Measures AQ1, AQ2, and AQ3 will further reduce the construction related air quality impact; however, the impact associated with construction related emissions is anticipated to remain significant and unavoidable.

Long-Term Impacts

New development that would occur pursuant to any of the three General Plan Alternatives would impact regional air quality. The major sources of new air pollution would result from: 1) on-site emissions from the use of natural gas for space heating, cooking and water heating; 2) emissions from vehicles traveling to and from the planning area; 3) emissions from the combustion of fossil fuels at power plants to produce the electricity used within the planning area; and 4) stationary source emissions from industrial and commercial uses.

Table 5.3-8 depicts the estimated daily emissions associated with buildout of General Plan Alternative 2, which includes both stationary and mobile emissions. Table 5.3-8 also summarizes the difference between existing and Alternative 2 estimated daily emissions. The planning area is anticipated to generate over 52,535 pounds per day of PM_{10}, 26,776 pounds per day of ROG, 10,814 pounds per day of NO_X, and 107,699 pounds per day of CO. As depicted in Table 5.3-8, this is a decrease of approximately 1,805 pounds per day of ROG, 18,025 pounds per day of NO_X, and 150,932 pounds per day of CO.

The South Coast Air Basin currently fails to meet state and federal air quality standards for four of the criteria pollutants including ozone, nitrogen dioxide, carbon monoxide, and fine particulate matter. Although emission levels are anticipated to decrease for ROG, NO_X, and CO by the buildout of any of the three General Plan Alternatives due to stricter air quality standards and better technology, implementation of any of the three General Plan Alternatives could still significantly contribute to the existing air quality violations. As a result, implementation of the *General Plan* could violate the existing federal, State, and local air quality standard and conflict with the SCAQMD Air Quality Management Plan or SCAG Growth Management Plan. Implementation of Mitigation Measures AQ1 through AQ10 would reduce the air quality impacts; however, the long-term air quality impact is anticipated to remain significant and unavoidable due to cumulative effects in combination with air emissions within the South Coast Air Quality Basin.

Sensitive Receptors

Future development according to any of the three General Plan Alternatives has the potential to increase the exposure of sensitive receptors, including residents, in the planning area to increased air pollutant levels associated with carbon monoxide (CO). Section 5.2 Traffic/Circulation of the *General Plan EIR* provides an analysis of roadway and intersection operations for *General Plan* buildout. As depicted in Section 5.2, implementation of the proposed *General Plan* could result in several intersections operating at Level of Service (LOS) E or worse. These intersections would have the potential to create localized CO "hot spot" impacts. Typically, if a sensitive receptor is located within 500 feet of an intersection operating at LOS worse than E, a significant impact would occur. Therefore, implementation of the *General Plan* may result in a significant impact associated with sensitive receptors.

Concentrations of air pollutants such as carbon monoxide and particulates are much higher adjacent to freeways than the concentrations of pollutants in areas located far from freeways. The land use plan for Alternatives 1 and 3 would allow new residential development adjacent to State Route 60 (from Moreno Beach Drive east), while Alternative 2 would allow commercial, office and business park development adjacent to the freeway. Therefore, both Alternatives 1 and 3 would expose more sensitive receptors to air pollution from freeway traffic than would be the case under Alternative 2.

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Implementation of Mitigation Measure AQ10 would reduce the impact; however, the impact associated with sensitive receptors would remain significant and unavoidable. Mitigation Measure AQ10 requires that studies shall be conducted on the identified street segments to determine if any additional traffic controls, pavement width or other operational system improvements are needed to achieve the desired level of service.

Agricultural Resources

Implementation of General Plan Alternatives 1, 2, or 3 will result in the eventual conversion of the majority of the agricultural uses within the planning area to urban uses. General Plan Land Use Alternatives 1, 2, and 3 contain policies to encourage the interim use of land for agricultural activities. However, even with these measures, there are existing pressures that would result in the conversion of agriculture within and adjacent to the planning area with or without implementation of any of the three proposed General Plan Alternatives. Therefore, a significant and unavoidable impact to agriculture as a result of the implementation of General Plan Land Use Alternatives 1, 2, or 3 will remain.

Less Than Significant or Not Significant Impacts

All other impacts in the *General Plan EIR* were concluded to be less than significant, both with or without mitigation, or not significant.

City of Moreno Valley Municipal Code. The *City of Moreno Valley Municipal Code* provides regulations for governmental operations, development, infrastructure, public safety, and business operations within the City. Title 9, Planning and Zoning, is intended to implement the goals, objectives, policies, and programs of the *General Plan* and manage future growth and change in accordance with the plan in order to protect the physical, social, and economic stability and vitality of land uses within the City. It is also intended to attain physical, social, and economic advantages resulting from comprehensive and orderly land use and resource planning while reducing or eliminating hazards to the public.

Initial Study/Environmental Assessment for City of Moreno Valley - Edgemont Water Master Plan Update (September 2009). The United States Environmental Protection Agency issued a Finding of No Significant Impact for the City of Moreno Valley – Edgemont Water Master Plan Update. The Environmental Assessment examines two alternatives to upgrade the water system in the Edgemont area. Alternative 1 consists of the construction of a new water reservoir tank that will serve as the water supply for the City. A new pipeline system will be constructed to supply the water to the Edgemont area. Alternative 2 uses the existing Western Municipal Water District system to supply water to the Edgemont Area. A pipeline system nearly identical to alternative 1 will be constructed under this alternative. The differences in the pipeline are minor and solely related to the connection point between the two alternatives. The EA did not identify any significant impacts to the environment that would result from the implementation of this project, and included a total of six mitigation measures (Aesthetics -1, Biological – 1, Cultural – 2, Geology – 1, Hazards – 1) to reduce significant impacts.

1.5 CEQA DOCUMENT TIERING

Both the *Public Resources Code* and the *CEQA Guidelines* discuss the use of "tiering" environmental impact reports by lead agencies. *Public Resources Code* Section 21068.5 defines "tiering" as:

> *"The coverage of general matters and environmental effects in an environmental impact report prepared for a policy, plan, program or ordinance followed by narrower or site-specific environmental impact reports which incorporate by reference the discussion in any prior environmental impact report and which concentrate on the environmental effects which: (a) are capable of being mitigated, or (b) were not analyzed as significant effects on the environment in the prior environmental impact report."*

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Tiering is a method to streamline EIR preparation by allowing a Lead Agency to focus on the issues that are ripe for decision and exclude from consideration issues already decided or not yet read for decisions (*CEQA Guidelines* Sections 15152 and 15385). The concept of tiering anticipates a multi-tiered approach to preparing EIRs. The first-tier EIR covers general issues in a broader program-oriented analysis, including important program resource and mitigation commitments required to be implemented at the project-level. Subsequent tiers incorporate by reference the general discussions from the broader document, concentrating on the issues specific to the proposed action being evaluated (*CEQA Guidelines* Section 15152).

First-tier documents are usually Program EIRs, Master EIRs, General Plan EIRs, Staged EIRs, Redevelopment Plan EIRs, or similar EIRs. Second-tier documents are typically Project EIRs, Focused EIRs, and Mitigated Negative Declarations that evaluate the impacts of a single activity undertaken to implement the plan, program, or policy.

When an EIR has been prepared and certified for a program or plan consistent with *CEQA's* tiering requirements, a Lead Agency for a later project pursuant to or consistent with the program or plan should limit the EIR on the later project to effects that were not examined as significant effects on the environment in the prior EIR. In those situations where a programmatic document does not specifically address and analyze the impacts and mitigation measures necessary for a project-level action, the project-level environmental review can be streamlined by tiering from the program-level documents. Agencies are encouraged to tier their CEQA analysis to avoid repetition of issues and to focus on the issues for decision at each level of review. Subsequent CEQA compliance involves either the preparation of an EIR or Negative Declaration.

For purposes of tiering, significant environmental effects have been "adequately addressed" in the first-tier document if the Lead Agency determines that the significant environmental effects:

- Have been mitigated or avoided as a result of the prior EIR and adopted findings in connection with that prior EIR;
- Have been examined at a sufficient detail in the prior EIR to enable those effects to be mitigated or avoided by site-specific revisions, the imposition of conditions, or by other means with the approval of the later project; and
- Cannot be mitigated to avoid or substantially lessen the significant impacts despite the project proponent's willingness to accept all feasible mitigation measures, and the only purpose of including analysis of such effects in another EIR would be to put the agency in a position to adopt a statement of overriding considerations with respect to the effects.

In the case of this proposed project, a Final EIR was certified for the *City of Moreno Valley General Plan* in July 2006. The *General Plan EIR* analyzed the impacts associated with implementation of the land use policy map and policies contained in the City's *General Plan* that are intended to guide growth and development in the City. The growth anticipated under the *General Plan* was described previously in Section 1.4, Incorporation By Reference, as were the 14 topical areas reviewed in the *General Plan EIR*.

The *General Plan EIR* is considered a first-tier EIR. The Mitigated Negative Declaration for this proposed project is considered a second-tier CEQA document, and the analysis in this Mitigated Negative Declaration has: 1) incorporated by reference the *General Plan EIR* and 2) will tier the analysis in this MND to focus on impacts not previously analyzed in the *General Plan EIR*.

The first-tier EIR (*General Plan EIR*) provided analysis for the topics of: Land Use and Planning; Traffic/Circulation; Air Quality; Noise; Hazards and Hazardous Materials; Geology and Soils; Hydrology and Water Quality; Agricultural Resources; Biological Resources; Cultural Resources; Aesthetics; Population and Housing; Public Services; and Mineral Resources.

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For purposes of this CEQA document (Mitigated Negative Declaration), the *General Plan EIR* has adequately addressed the proposed project's impacts related to Cultural Resources; Biological Resources; Agricultural Resources; and Mineral Resources, as the growth anticipated under the proposed project is consistent with and accounted for in the projected growth anticipated under the *General Plan*. Topics to be tiered off the *General Plan EIR* in this second-tier CEQA document (Mitigated Negative Declaration) include Land Use and Planning; Aesthetics; Traffic; Air Quality, Noise; Geology and Soils; Hazards and Hazardous Materials; Hydrology and Water Quality; Population and Housing; Public Services; Recreation; and Utilities.

This second-tier CEQA document (Mitigated Negative Declaration) will be used by the Lead Agency to evaluate the proposed project's environmental impacts, and can be further used to modify, approve, or deny the approval of the proposed project based on the analysis it provides.

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2.0 PROJECT DESCRIPTION

2.1 PROJECT LOCATION

Regionally, the project area is located in the southern portion of the City of Moreno Valley in western Riverside County; refer to *Exhibit 2-1*, *Regional Vicinity*. Locally, the project area generally includes an approximately 5.5-mile stretch of Alessandro Boulevard from the Old 215 Frontage Road on the west to Nason Street on the east; refer to *Exhibit 2-2*, *Project Location Map & Nodes*. The project area has direct access to and from the I-215 Freeway at the Alessandro Boulevard interchange.

2.2 ENVIRONMENTAL SETTING

At 5.5 miles in length, the corridor is the longest of Moreno Valley's five corridors. It serves as an important transportation corridor that connects Interstate 215 and the nearby future planned Metrolink Station at the western end with the Riverside County Regional Medical Center approximately 5.5 miles to the east along Nason Street.

Existing physical conditions on the corridor are typical and characteristic to many suburban corridors – low intensity, automobile-oriented uses such as warehouses, office parks, drive-through restaurants and pharmacies, and multiple strip malls and community-oriented shopping centers. The roadway itself lacks consistent landscaping and an overall positive image. Buildings along the corridor tend to be located behind parking lots. Some new buildings have been built closer to the corridor, but are located behind drainage swales that are visually pleasant but tend to disconnect the building from the environment it its shaping. In some areas, established single-family neighborhoods are north and south of the corridor and present their backyard walls along the corridor. Multi-family apartments and townhomes are located in lesser amounts in the area. Some homes are located directly fronting Alessandro Boulevard, with direct driveway access along the corridor.

The natural setting of the area is very attractive, with long-distance views from the corridor of surrounding hills and mountain ranges, including large peaks in the San Bernardino National Forest and Mt. San Jacinto National State Wilderness. Remnants of agricultural fields, vineyards, and orchards are in the eastern end of the corridor. One mile east of the study area, at the intersection of Alessandro and Redlands Boulevards, is the location where Moreno Valley was established in 1891.

2.3 EXISTING ZONING AND GENERAL PLAN

General Plan: Multiple Designations

Zoning: Multiple Designations

2.4 PROJECT BACKGROUND

2.4.1 Vision Plan for Alessandro Boulevard Corridor

On June 30, 2010, the Moreno Valley City Council accepted the *Vision Plan for Alessandro Boulevard Corridor* (*Vision Plan*), a Southern California Association of Governments (SCAG) Compass Blueprint Study. The *Vision Plan* looked at the Alessandro Boulevard corridor and the properties within ½-mile to its north and south between the I-215 Freeway and Nason Street. The purpose of the study was to identify the potential for the Boulevard becoming a transit corridor, linking a planned Metrolink Station with the 50-square mile, 186,000 person community of Moreno Valley. After learning that transit-oriented development would not be possible at the planned Metrolink Station due to restrictions involving aircraft patterns from the nearby March Air Force Base, the study broadened its focus to

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evaluate the corridor's potential for transit as part of the composite solution for revitalization of the corridor. Essentially, transit will play a role in the corridor, but it should not drive the community's efforts to recast this corridor.

The *Vision Plan* includes the following chapters: Introduction, Vision and Guiding Principles, Community Form and Role of Alessandro Boulevard, Recommendations, and Implementation. The following paragraphs have been excerpted from the *Vision Plan*.

Vision

Alessandro Boulevard is a thriving multi-modal boulevard that connects neighborhoods and employment centers with regional, community, and neighborhood-serving retail and services spaced along the corridor in activity nodes. Residents, employees, and visitors can walk to the corridor for a variety of needs ranging from personal services to restaurants and groceries.

Guiding Principles

The report evaluated the corridor in five ways – local perspective and vision along with existing physical, policy, economic, and sustainability conditions. Based upon the information obtained during the evaluation activities, the report identified and established the following underlying principles to guide the City's actions for Alessandro Boulevard's revitalization:

1. Alessandro Boulevard's future is established through a vision that has a clear purpose, is generated through a collaborative public process, focuses on placemaking, is implementable and adaptable through a framework of tangible policy and standards;
2. Positive change is realized through a variety of partnerships aimed at a diverse range of opportunities along the corridor;
3. The corridor is organized into a hierarchy of distinct and related activity nodes that respond to the adjacent existing and/or future neighborhoods and employment centers;
4. The physical scale of each activity node and connecting corridor segments is adjusted to the intended physical character to promote compatibility;
5. Streetscapes and rights-of-way accommodate the vehicle while focusing on the needs of pedestrians and cyclists, particularly at activity nodes;
6. Development is scaled to the pedestrian and consists of a mix of retail, housing, public facilities and types of buildings;
7. Commerce is focused at and near activity nodes to generate thriving pedestrian-oriented development and to share infrastructure such as parking;
8. A diverse mix of building types and styles generates an urban form along the corridor that enhances commerce at activity nodes, creating a positive identity;
9. Housing types include a mix of dwellings by size and income levels to generate a wide range of housing choices and to enhance the customer base along the corridor;
10. Mixed use and/or higher density buildings are located at the core of activity nodes to physically shape and activate public space/streetscapes at these important locations;
11. Open Space is distributed along the corridor and consists of a mix of public open spaces -- streetscapes, linear parks, plazas -- depending upon the intended physical scale of the location;
12. Streets are multi-modal -- rail, bus, car, bike, pedestrian -- aimed at providing a range of choices and to support the corridor as a series of distinct and related pieces;
13. The corridor is designed for efficient traffic flow while at speeds that are compatible with pedestrian activity and support commercial activity;
14. The streetscape provides shade and comfort for pedestrians and cyclists with consistent elements to spatially define the corridor and to emphasize the commercial nature of activity nodes; and

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15. Parking in non-residential areas and activity nodes is addressed through a 'park-once' approach, which groups and shares parking responsibilities with the parking ratio calibrated to the different intensities of the activity nodes. Residential parking is provided for each property in ways that are supportive of the living environment and that maintain the integrity of the public streetscape.

Community Form and Role of Alessandro Boulevard

The *Vision Plan* proposed an overall Community Form that included Activity Nodes linked by Primary and Secondary Corridor Zones located in between and along Alessandro Boulevard. Both the Activity Nodes and the Corridor Zones are surrounded by Corridor-Adjacent Zones that are unlikely to change. Each Activity Node is located at a major street intersection and projects outward from the intersection for approximately a ¼-mile walking radius. The Activity Nodes range in intensity from regional-level attractions, such as the Moreno Valley Town Center, to community-level collections of retail and services, such as the shops along Sunnymead Boulevard. In total, four types of nodes were identified: Regional, Medical Center, Community, and Neighborhood.

The intended role of Alessandro Boulevard is summarized below:

A. Alessandro Boulevard as a series of nodes.
B. A new image to attract business, office, and housing to the corridor.
C. Serve the local economy.
D. Transportation, circulation, and access.

Recommendations

The report's key recommendation is that the corridor becomes a series of independent but related nodes. These nodes work in concert with Moreno Valley's existing nodes to provide a complete and strategically dispersed set of places aimed at regional, community, or neighborhood retail and services. The *Vision Plan* also included recommendations for Transportation, Circulation, and Access; and Sustainability.

2.4.2 2008-2014 Housing Element

On February 22, 2011, the Moreno Valley City Council approved the 2008-2014 Housing Element to the *General Plan*, in compliance with State law. The Housing Element was certified by the California Department of Housing and Community Development (HCD), and was found to be in full compliance with State housing element law on October 13, 2010.

In order to maintain its compliance with State housing element law, the City of Moreno Valley is in the process of implementing programs set forth in the 2008-2014 Housing Element. Accordingly, amendments to the *Moreno Valley General Plan* and Moreno Valley Zoning Code are required to increase the City's maximum housing density in certain limited areas of the City. The following objective, policies, and programs are pertinent to the proposed project.

Housing Element Objective 8.13
Propose general plan amendment to R-30 for sites at Alessandro (calculation 5) and Alessandro/hospital (calculation 3) and Perris/Iris (calculation 4) per attachment 1. (Refer to *Exhibits 2-3a, 2-3b, and 2-3c*, *Proposed R-30 General Plan Amendments*).

Policies:
8.13.1 Designate land appropriately zoned for the development higher density housing.
Programs:

8.23 Establish an R-30 zone.

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8.24 Process General Plan Amendment to apply R-30 zoning to designated sites or alternative sites of equivalent acreage.

2.4.3 R30 General Plan and Zoning Designation

On September 22, 2009, the Moreno Valley City Council approved PA09-0018 (General Plan Amendment) and PA08-0099 (Municipal Code Amendment), which added a new zoning designation to the *General Plan* creating the Residential 30 (R30) zoning district and amend a range of zoning regulations contained in Title 9 of the City of Moreno Valley Municipal Code regarding multiple family development standards.

General Plan

The following changes were made to the *General Plan*:

- Residential 30 (R30) Zoning District was added.
- Amended Section 9.2.2 under "Policies" (page 9-4) of the *General Plan* as follows:

  2.2.1 The primary purpose of areas designated Residential 30 is to provide a range of high density multi-family housing types in an urban setting. Developments within Residential 30 areas shall also provide amenities, such as common open spaces and recreational facilities. The maximum density shall be 30 dwelling units per acre.

- The rest of the policies of Objective 2.2 were renumbered.

Municipal Code

For Section 9.01.090(A) under "Residential Districts," the following changes were made:

- Added k. Residential 30 (R30) District.
- Changed k. to l. Residential Single-Family 10 (RS10) District.

For Section 9.03.020 under "Residential Districts," L was added:

L. Residential 30 District (R30). The primary purpose of the R30 district is to provide a broadened range of housing types in a more urban setting than is typically found within other areas of the city. This district is intended as an area for development of multifamily residential dwelling units at a maximum allowable density of thirty (30) DU's per net acre in accordance with the provisions outlined herein.

2.5 PROJECT CHARACTERISTICS

The proposed project is a City-initiated project to: 1) create the Mixed Use Overlay Districts to implement the Vision Plan for Alessandro Boulevard Corridor, 2) increase the maximum permitted density to 30 dwelling units per acre in specified areas of the City, and 3) amend the general plan and zoning for approximately 21.74 acres of R-5 to Community Commercial (refer to *Exhibit 2-4*, *Proposed Zoning Map*. The proposed changes affect approximately 315 acres along, adjacent to, or in close proximity to Alessandro Boulevard.

2.5.1 Project Approvals

A summary of the regulatory amendments are identified below.

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General Plan

- Amend the General Plan Land Use Map (*General Plan* Figure 2-2) to designate parcels for the Residential: Maximum 30 dwelling units per acre designation consistent with the Housing Element Objective 8.13, which is depicted on *Exhibits 2-3a, 2-3b, and 2-3c*.

Zoning Code

Amend the Moreno Valley Zoning Code to:

- Add Chapter 9.075 – Mixed-Use Overlay Districts
- Add Chapter 9.09 – Specific Use Standards
- Revise Section 9.02.090 – Administrative Variances
- Revise Chapter 9.11 – Parking, Pedestrian, and Loading Requirements
- Revise Chapter 9.15 – Definitions
- Amend the Zoning Map to Include MUC, MUI, MU Classifications
- Amend the Zoning Map to designate parcels for the Residential 30 designation consistent with the Housing Element Objective 8.13, which is depicted on *Exhibit 2-4*.

2.5.2 Summary of Changes to Moreno Valley Zoning Code

Creation of Zoning Code Chapter 9.075 – Mixed-Use Overlay Districts

Chapter 9.075 will include the following sections:

9.075.010 – Purpose and Intent
9.075.020 – Applicability
9.075.030 – Purposes of Mixed-Use Overlay District
9.075.040 – Permitted Uses in Mixed-Use Overlay Districts
9.075.050 – Mixed-Use Site Development Standards
9.075.060 – Building Frontage Type Standards
9.075.070 – Open Space Standards – Publicly-Accessible Open Space
9.075.080 – Open Space Standards – Private/Common Open Space
9.075.090 – Lot Area Requirements and Lot Consolidation Incentives

9.075.010 – Purpose and Intent

A. Purpose. The purpose of this Chapter to provide regulations that implement the goals and policies of the General Plan, the Alessandro Boulevard Corridor Vision Plan (accepted by the Moreno Valley City Council on June 30, 2010), and other similar long-range planning documents aimed at encouraging mixed-use development within the City.

B. Intent. The Mixed-Use Overlay Districts are intended to:

1. Stimulate economic development and reinvestment through regulations based upon recognized urban design principles that allow property owners to respond with flexibility to market forces;

2. Create specific development nodes at street intersections with a pedestrian-oriented mix of uses with convenient access between area neighborhoods, housing, employment centers, and retail services;

3. Accommodate intensities and patterns of development that can support multiple modes of transportation including public transit, bicycles, and walking;

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4. Facilitate well-designed new mixed-use development projects that combine residential and nonresidential uses (e.g., office, retail, business services, personal services, public spaces and uses, other community amenities, etc.) to promote a better balance of jobs and housing;

5. Ensure compatibility with adjacent existing single-family neighborhoods and harmonious integration with existing commercial areas;

6. Encourage the development of unique district character through a streetscape that provides attractive features (e.g., landscaping, street furniture, niche or linear parks, public places, courtyards, public transportation shelters; etc.) designed to integrate the public realm (e.g., streets, sidewalks, etc.) with adjacent development on private property; and

7. Provide additional property rights while preserving existing property rights. This intent is achieved by providing additional development rights in compliance with this Chapter, which property owners may exercise under certain conditions, while retaining all development rights conferred by the underlying district to property owners in the mixed-use overlay districts. Incentives and advantages include allowing a greater range and mix of uses; more permissive dimensional specifications (e.g., greater floor area ratio, lot coverage ratio, and height; reduced setbacks; etc.); exemption from certain design review requirements; and fee reductions or waivers.

9.075.020 – Applicability

This Section describes the applicability of mixed-use overlay district standards to a property when the property is located within two districts – a base district (e.g., Commercial (C), Office (O), Business Park/Light Industrial (BP), etc.) and a mixed-use overlay district.

A. Relationship between overlay district standards and base district standards. For property within a mixed-use overlay district, the regulations in this Chapter allow mixed-use development as an alternative to the type of development allowed under the base (underlying) district standards.

B. Base district standards.

1. The provisions in this Chapter shall apply to all properties within their respective mixed-use overlay districts, but the provisions do not supersede the underlying base district provisions until a property is developed in compliance with the provisions of this Chapter.

2. New projects may be developed in compliance with the existing underlying base district, provided that all standards and requirements of the underlying base district are met.

3. Regulations, development standards, and requirements in the underlying base district shall continue to apply to those projects that are currently developed according to the existing standards.

4. For legal non-conforming uses (i.e., uses that do not comply with the provisions of the base district or this Chapter), the provisions in Section 9.02.180 (Legal Nonconforming Uses, Improvements, and Parcels) shall apply.

C. Option to apply mixed-use overlay district standards.

1. The owner or developer of any property within any mixed-use overlay district may choose to develop in compliance with the standards and procedures in this Chapter that apply to the particular mixed-use overlay district in which the property is located.

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2. In order to exercise the option to develop under the provisions in this Chapter, approval of a development review application shall be required in compliance with Chapter 9.02.030 (Development Review Process). In granting the approval, the review authority shall find that:

   a. The proposed development is in compliance with the provisions in this Chapter; and

   b. Approval of the project will not reduce the amount of land available in mixed-use overlay zone areas to a point where the City's affordable housing needs under the Regional Housing Needs Assessment (RHNA) cannot be met.

D. Other applicable regulations. Other applicable regulations can be found in Section 9.09.250 (Live-Work Development) and Section 9.09.260 (Mixed-Use Development).

E. Applicable regulations after completion of development. Once a property is developed in compliance with the provisions in this Chapter, the provisions of this Chapter completely supersede the provisions of the underlying base district. Whenever the requirements of the overlay district impose a more or less restrictive standard than the provisions of the underlying base district, the requirements of the overlay district shall govern.

F. ***Effect of Alessandro Boulevard Streetscape Master Plan.*** Projects on property located with frontage directly along Alessandro Boulevard shall be subject to the guidelines in the *Alessandro Boulevard Streetscape Master Plan.* The plan provides guidelines for street right-of-way design, streetscape furniture enhancements, and pedestrian and bicycle amenities along Alessandro Boulevard between Day Street on the west end and Nason Street on the east end. If there is a conflict between the standards in this Chapter and the guidelines in the *Alessandro Boulevard Streetscape Master Plan*, the standards of this Chapter shall apply.

G. Use of photographs. Photographs and illustrations are included in this Chapter for illustrative purposes only. Specific development standards in this Chapter are the controlling language for purposes of development regulation.

9.075.030 – Purposes of Mixed-Use Overlay Districts

This Section describes the purpose and intent of each mixed-use overlay district.

A. Mixed-Use Institutional Anchor (MUI) Overlay District. The Mixed-Use Institutional Anchor (MUI) Overlay District applies to areas around prominent anchor institutions, such as civic centers, medical centers, and educational campuses. The intent is to build upon the role of the institutions by providing opportunities for urban, high-intensity development that serves the needs of visitors, employees, and residents affiliated with the anchor institution and the surrounding region. Development is allowed up to five stories in height with building frontages near or at the sidewalk, wide sidewalks, and parking under or behind buildings. Vertical mixed-use development (ground-floor retail with offices or housing above) is required at important street intersections. Horizontally-integrated or vertically-integrated mixed-use development, with no requirement for ground-floor retail, is allowed in other locations. The overlay district name may be expanded to include the name of the type of anchor institution (e.g., "MUI – Medical Center"). See Figure 9.075.030-1 (Examples of Development in Mixed-Use Institutional Anchor (MUI) Overlay District).

B. Mixed-Use Community (MUC) Overlay District. The Mixed-Use Community (MUC) Overlay District applies to areas along major arterials and arterials. The intent is to provide opportunities for the development of pedestrian-oriented blocks with medium-intense development that serves the needs of residents, visitors, and employees from the surrounding community. Development is allowed up to four stories in height with building frontages near or at the sidewalk, wide sidewalks, and parking under or behind buildings. Vertical mixed-use development (ground-floor retail with offices or housing above) is required at important street intersections. Horizontally-integrated or vertically-integrated mixed-use development, with no requirement for ground-floor

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retail, is allowed in other locations. The overlay district name may be expanded to include the community name (e.g., "MUC – East Alessandro"). See Figure 9.075.030-2 (Examples of Development in Mixed-Use Community (MUC) Overlay District).

C. ***Mixed-Use Neighborhood (MUN) Overlay District.*** The Mixed-Use Neighborhood (MUN) Overlay District applies to areas along arterials and minor arterials. The intent is to provide an area for low-rise mixed-use development that serves the needs of residents, visitors, and employees from the surrounding immediate neighborhood. Development is allowed up to three stories in height with building frontages near or at the sidewalk, wide sidewalks, and parking under or behind buildings. Vertical mixed-use development (ground-floor retail with offices or housing above) is required at important street intersections. Horizontally-integrated or vertically-integrated mixed-use development, with no requirement for ground-floor retail, is allowed in other locations. The overlay district name may be expanded to include the neighborhood name (e.g., "MUN – Lasselle Crossing"). See Figure 9.075.030-3 (Examples of Development in Mixed-Use Neighborhood (MUN) Overlay District).

9.075.040 – Permitted Uses in Mixed-Use Overlay Districts

For the mixed-use overlay districts, unless otherwise expressly provided in this Title, permitted uses are limited to those described in the Permitted Uses Table 9.02.020-1 in Section 9.02.020 (Permitted Uses) of this Title. Any use not listed in Table 9.02.020-1 as a permitted use, conditional use, or accessory use shall be prohibited.

9.075.050 – Mixed-Use Overlay District Site Development Standards

This Section provides standards that govern development on properties located in the Mixed-Use Overlay Districts. See Table 9.075.050-10 (Mixed-Use Overlay District Development Standards) and related illustrations. For the purpose of this Zoning Code, mixed-use projects shall comply with nonresidential standards when no mixed-use standards exist.

9.075.060 – Building Frontage Type Standards

This Section provides frontage type standards for buildings in the mixed-use overlay districts. Table 9.075.050-10 specifies allowable building frontage types for each mixed-use overlay district.

9.075.070 – Open Space Standards – Publicly-Accessible Open Space

This Section provides standards for publicly accessible open space areas in order to ensure a high level of pedestrian connectivity and activity between the public realm and the private realm, as defined in Chapter 9.15 (Definitions)..

9.075.080 – Open Space Standards – Private/Common Open Space

This Section provides standards for private and/or common open space for residential uses. Private and/or common open space shall be provided in addition to the required publicly accessible open space in Section 9.075.080 (Open Space Standards – Publicly-Accessible Open Space).

9.075.090 – Lot Consolidation Incentives

This Section provides incentives to encourage the assembly of smaller existing lots into larger lots that can be more efficiently developed into a mixed-use project.

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Creation of Chapter 9.09 – Specific Use Development Standards [New]

Chapter 9.09 will include the following sections:

9.09.250 – Live-Work Development
9.09.260 – Mixed-Use Development
9.09.270 – Outdoor Dining

9.09.250 – Live-Work Development

This Section provides operational and compatibility standards for the development of live/work units. These standards are in addition to the standards for live-work development provided in Chapter 9.075 (Mixed-Use Overlay Districts).

9.09.260 – Mixed-Use Development

This Section provides operational and compatibility standards for mixed-use development. These standards are in addition to the standards provided in Chapter 9.075 (Mixed-Use Overlay Districts).

9.09.270 – Outdoor Dining

This Section provides standards for outdoor dining areas.

Revision to Subsection 9.02.090.C. (Administrative Variances – Limitations on Administrative Variances)

The following subparagraph is added to Paragraph C:

5. Decrease in building frontage requirements. In any mixed-use overlay district, the community development director may authorize up to a ten (10) percent decrease in the distance threshold established to specify the required percentage of a building frontage to be built to the Build-To-Zone, as indicated in Table 9.075.050-10 (Mixed-Use Overlay District Development Standards) (i.e., the distance threshold from street intersections for the purposes of calculating building frontage length may be reduced from 300 feet to 270 feet). The community development director is not authorized to reduce the percentage of the building frontage that is required to be built to the Build-To-Zone.

Revisions to Chapter 9.11 – Parking, Pedestrian, and Loading Requirements [New/Revised]

9.11.030 – General Regulations

H. Rear Parking. Parking in the rear of buildings and service area shall be limited to five percent of the total required off-street parking, except in the mixed-use overlay districts identified in Chapter 9.075 (Mixed-Use Overlay Districts).

9.11.040 – Off-Street Parking Requirements

The addition of a parking ratio for live-work units – 2 covered spaces per unit and 0.25 guest parking spaces per unit, which can be shared with business aspect of the live-work parking standard.

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9.11.060 – Off-Street Bicycle Parking Requirements

Revisions to Chapter 9.15 – Definitions [New]

The following terms will be added:

- Block
- Block Length
- Block Perimeter
- Build-to-Zone
- Building Façade Line
- Commercial-Ready Space
- Floor Area Ratio (FAR)
- Integration of uses
- Live-Work
- Live/Work Unit
- Mezzanine
- Mixed-Use Overlay District
- Podium Parking
- Private Realm
- Public Realm
- Surface Parking
- Tuck-Under Parking
- Underground Level

2.5.3 Zone Change from R-5 to Community Commercial

Approximately 21.74 acres of land presently zoned as R-5, which are located immediately east of the Housing Element Calculation 4 area, would be rezoned to Community Commercial.

2.5.4 Development Potential Associated with Proposed General Plan and Zoning Changes

For purposes of analysis, it is assumed that 100 percent of the parcels in the Mixed Use Overlay Districts (which include Housing Element Calculation 3 and 5 areas) and the Housing Element Calculation 4 area would be redeveloped. This takes in account existing vacant and underutilized parcels. Given that the parcel to be rezoned to Community Commercial is currently vacant, there is no need to account for redevelopment of the parcel. The change over existing conditions is shown in *Table 2-1*, *Development Potential in Mixed Use Overlay Districts and Housing Element Calculation 4 Areas*.

At full implementation, the proposed project would include 7,288 multi-family dwelling units and 1,168,608 square feet of commercial uses. This represents a change in the following over existing uses:

- Decrease of 46 single-family dwelling units
- Increase of 171,501square feet of commercial uses
- Decrease of 31,786 square feet of office uses
- Increase of 7,160 multi-family dwelling units

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Table 2-1
Development Potential in Mixed Use Overlay Districts and Housing Element Calculation 4 Area

Node/Use	Existing	Proposed	Change Over Existing Conditions
Node 1 – R-30 (Housing Element Calculation 5 Area)			
Single-Family Residential (DU)	15	0	-15
Multi-Family Residential (DU)	3	681	678
Commercial (SF)	177,881	0	-177,881
Acres	27.59		
Node 2 – Mixed Use Overlay District MUI			
Multi-Family Residential (DU)	125	844	719
Commercial (SF)	139,488	211,092	71,604
Acres	24.23		
Node 3 – Mixed Use Overly District MUN			
Multiple-Family Residential (DU)	0	471	471
Commercial (SF)	188,333	117,656	-70,677
Acres	27.01		
Node 4 – Mixed Use Overlay District MUN			
Multiple-Family Residential (DU)	0	871	871
Commercial (SF)	491,405	217,648	-273,757
Acres	33.31		
Node 5 – Mixed Use Overlay District MUN			
Multiple-Family Residential (DU)	0	487	487
Commercial (SF)	0	121,750	121,750
Acres	27.95		
Node 6 – Mixed Use Overlay District MUI & R-30 (Housing Element Calculation 3 Area)			
Single-Family Residential (DU)	21	0	-21
Multi-Family Residential (DU)	0	3,021	3,021
Commercial (SF)	0	263,712	263,712
Office (SF)	31,786	0	-31,786
Acres	111.78		
Housing Element Calculation 4 Area – R-30			
Single-Family Residential (DU)	10	0	-10
Multi-Family Residential (DU)	0	913	913
Acres	41.74		
Rezone Parcel from R-5 to CC			
Commercial	0	236,750	236,750
Acres	21.74		
TOTALS:			
Single-Family Residential (DU)	**46**	**0**	**-46**
Multi-Family Residential (DU)	**128**	**7,288**	**7,160**
Commercial (SF)	**997,107**	**1,168,608**	**171,501**
Office (SF)	**31,786**	**0**	**-31,786**
Acres	**315.35**		

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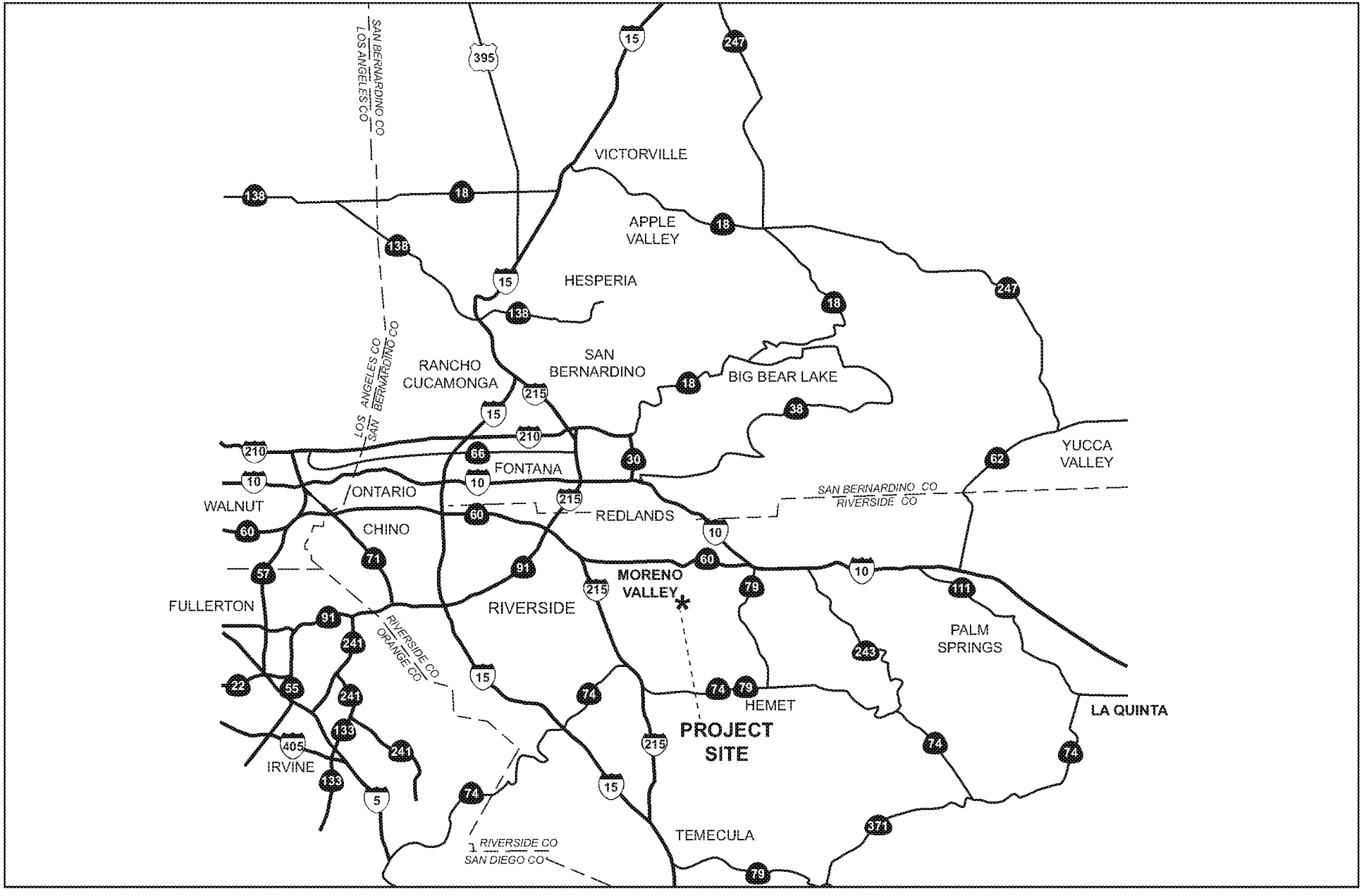

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Regional Vicinity

Exhibit 2-1

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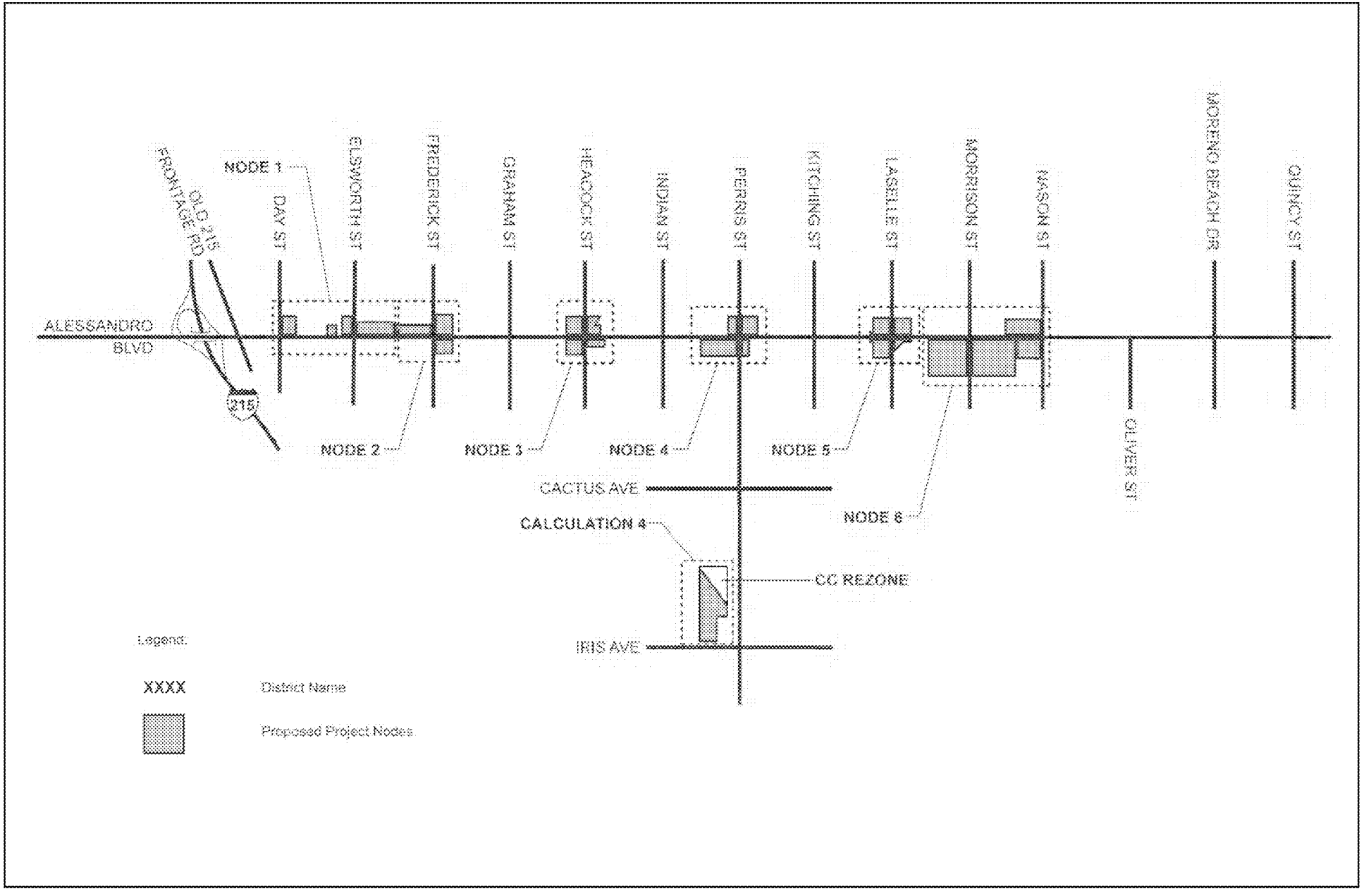

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Project Location Map and Nodes

Exhibit 2-2

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Proposed R-30 General Plan Amendments – Calculation 5

Exhibit 2-3a

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Proposed R-30 General Plan Amendments – Calculation 3

Exhibit 2-3b

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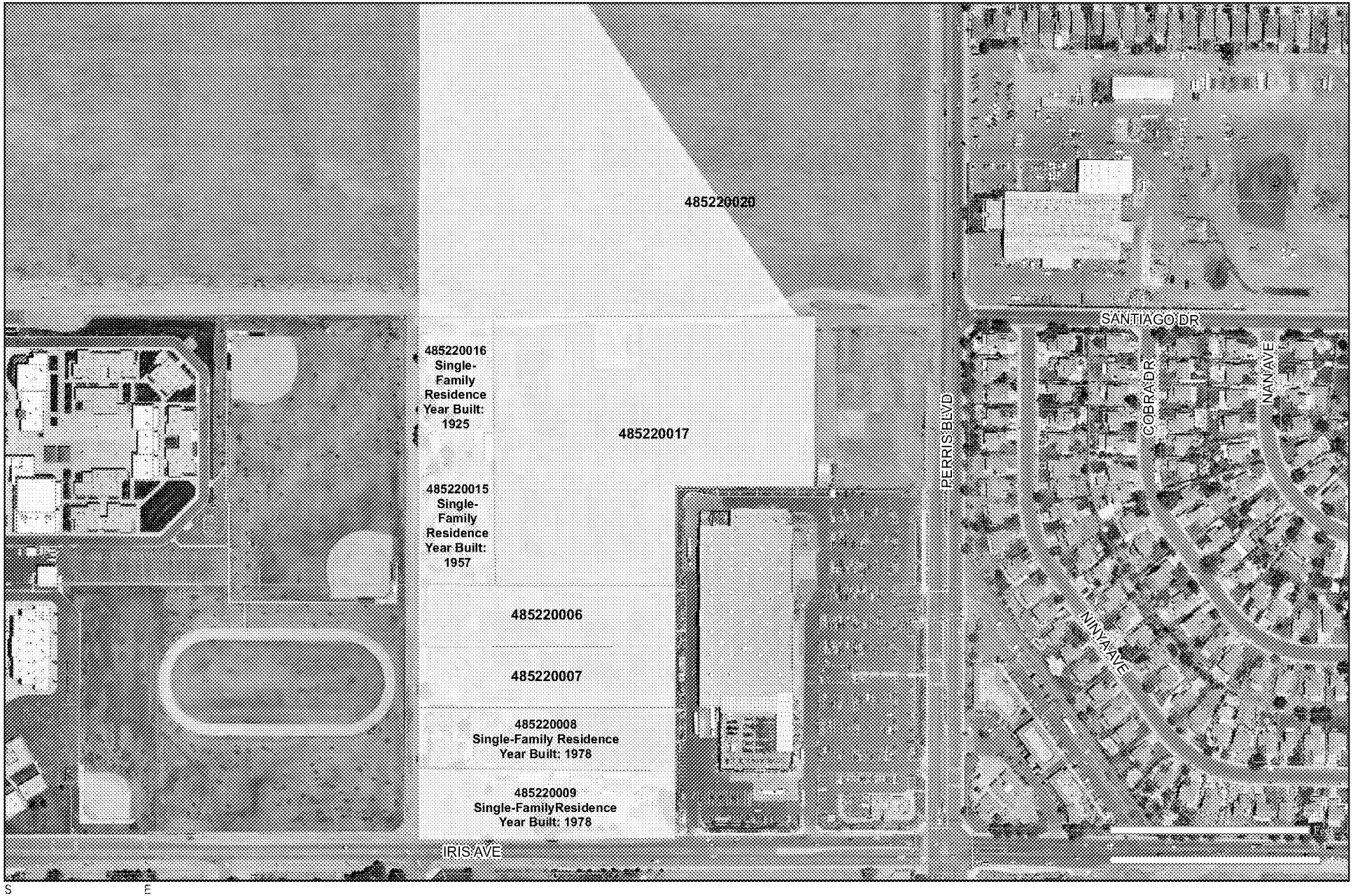

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Proposed R-30 General Plan Amendments – Calculation 4

Exhibit 2-3c

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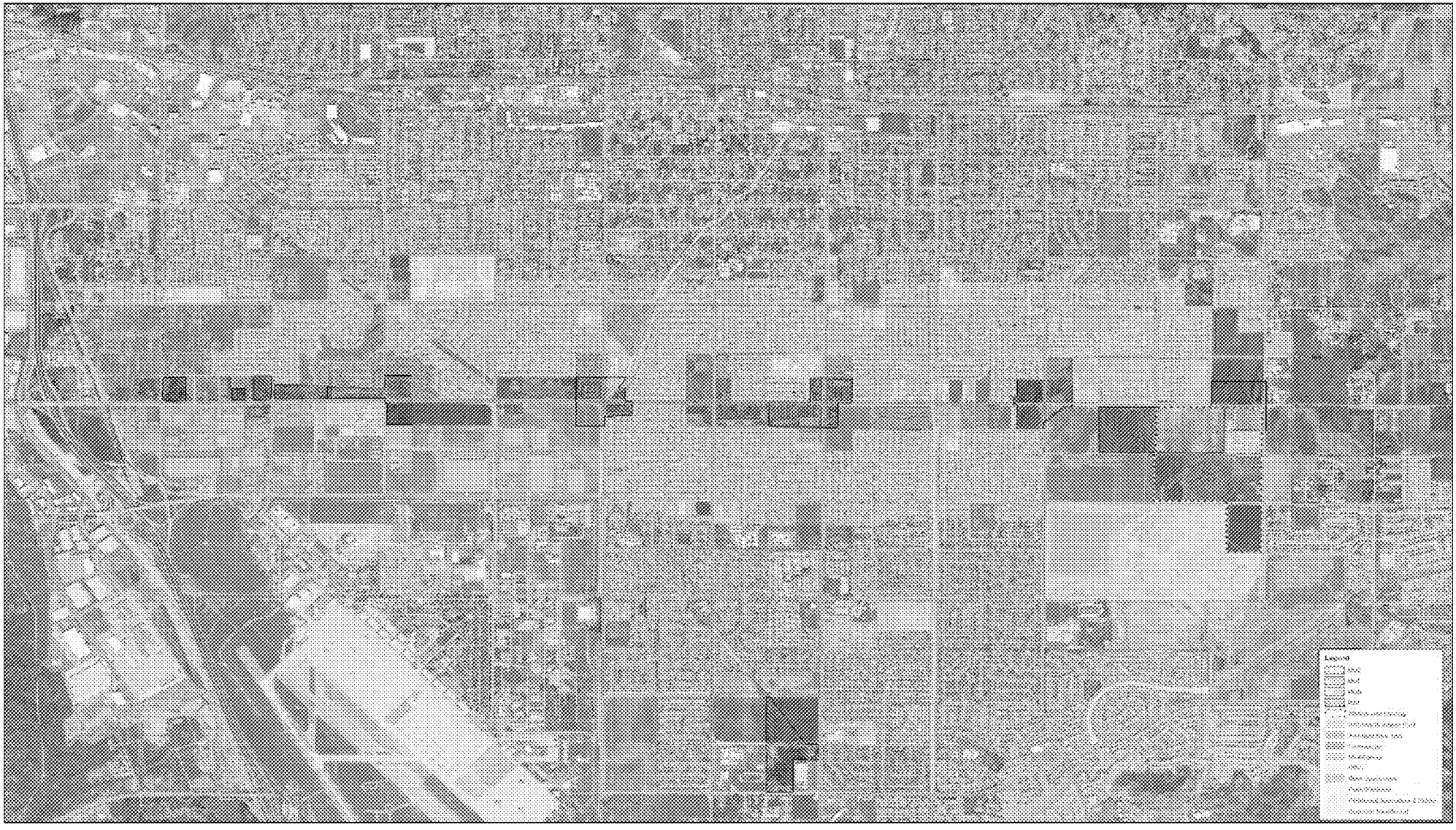

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Proposed Zoning Map

Exhibit 2-4

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3.0 INITIAL STUDY CHECKLIST

3.1 BACKGROUND

1.	**Project Title:** Alessandro Boulevard Corridor Implementation Project
2.	**Lead Agency Name and Address:** City of Moreno Valley 14177 Frederick Street Moreno Valley, California 92552
3.	**Contact Person and Phone Number:** John Terell, AICP, Planning Official 951.413.3206
4.	**Project Location:** Approximately 5.5-miles of Alessandro Boulevard from the Old 215 Frontage Road on the west to Nason Street on the east and eight parcels north of Iris Avenue and West of Perris Boulevard.
5.	**Project Sponsor's Name and Address:** City of Moreno Valley 14177 Frederick Street Moreno Valley, California 92552
6.	**General Plan Designation:** Various
7.	**Zoning:** Various
8.	**Description of the Project:** The proposed Alessandro Boulevard Corridor Implementation Project (herein referenced as the "project") is a City-initiated project to: 1) create the Mixed Use Overlay Districts to implement the Vision Plan for Alessandro Boulevard Corridor, 2) increase the maximum permitted density to 30 dwelling units per acre in specified areas of the City, and , and 3) amend the general plan and zoning for approximately 21.74 acres of R-5 to Community Commercial. The proposed changes affect approximately 315 acres along or adjacent to Alessandro Boulevard. The project involves an amendment to the General Plan Land Use Map, as well as an amendment to the Moreno Valley Zoning Code and Zoning Map. Additional details regarding the project are provided in Section 2.5, Project Characteristics.
9.	**Surrounding Land Uses and Setting:** The project area is surrounded by a variety of residential and non-residential land uses.
10.	**Other public agencies whose approval is required (e.g., permits, financing approval or participation agreement).** Refer to Section 2.5.1, Project Approvals.

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3.2 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" or "Less Than Significant Impact with Mitigation Incorporated," as indicated by the checklist on the following pages.

	Aesthetics		Land Use and Planning
	Agriculture and Forestry Resources		Mineral Resources
✓	Air Quality	✓	Noise
✓	Biological Resources		Population and Housing
✓	Cultural Resources		Public Services
✓	Geology and Soils		Recreation
✓	Greenhouse Gas Emissions	✓	Transportation/Traffic
✓	Hazards & Hazardous Materials		Utilities & Service Systems
	Hydrology & Water Quality	✓	Mandatory Findings of Significance

3.3 EVALUATION OF ENVIRONMENTAL IMPACTS

This section analyzes the potential environmental impacts associated with the proposed project. The issue areas evaluated in this Initial Study include:

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation/Traffic
- Utilities and Service Systems

The environmental analysis in this section is patterned after the Initial Study Checklist recommended by the *CEQA Guidelines* and used by the City of Moreno Valley in its environmental review process. For the preliminary environmental assessment undertaken as part of this Initial Study's preparation, a determination that there is a potential for significant effects indicates the need to more fully analyze the development's impacts and to identify mitigation.

For the evaluation of potential impacts, the questions in the Initial Study Checklist are stated and an answer is provided according to the analysis undertaken as part of the Initial Study. The analysis considers the long-term, direct, indirect, and cumulative impacts of the development. To each question, there are four possible responses:

- **No Impact.** The development will not have any measurable environmental impact on the environment.

- **Less Than Significant Impact.** The development will have the potential for impacting the environment, although this impact will be below established thresholds that are considered to be significant.

- **Less Than Significant Impact With Mitigation Incorporated.** The development will have the potential to generate impacts which may be considered as a significant effect on the environment, although mitigation

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measures or changes to the development's physical or operational characteristics can reduce these impacts to levels that are less than significant.

- **Potentially Significant Impact**. The development will have impacts which are considered significant, and additional analysis is required to identify mitigation measures that could reduce these impacts to less than significant levels.

Where potential impacts are anticipated to be significant, mitigation measures will be required, so that impacts may be avoided or reduced to a less than significant level.

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4.0 ENVIRONMENTAL ANALYSIS

The following is a discussion of potential project impacts as identified in the Initial Study/Environmental Checklist. Explanations are provided for each item.

4.1 AESTHETICS

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have a substantial adverse effect on a scenic vista?			✓	
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				✓
c. Substantially degrade the existing visual character or quality of the site and its surroundings?			✓	
d. Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?			✓	

a) Have a substantial adverse effect on a scenic vista?

Less Than Significant Impact. *General Plan EIR* Figure 5.11-1, Major Scenic Resources, identifies scenic resources within the General Plan planning area. The majority of the project area is not considered a scenic resource and maintains sporadic long-distance views of significant scenic resources within the area. The eastern-most portion of the project area near Nason Street is located within an identified scenic vista. Views to the northwest from uses to the south of Alessandro Boulevard in this area include distant views of the Foothills.

Future development within this area would occur primarily on vacant and/or underutilized land. The *General Plan EIR* determined that with implementation of recommended Mitigation Measures A1 through A6 (Objective 2-10, Policy 7.7.1, Policy 7.7.2, Policy 7.7.3, Policy 7.7.4, and Policy 7.7.5, respectively), potential aesthetic impacts would be reduced to a less than significant level. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified.

Future development associated with implementation of the proposed project would be reviewed on a project-by-project basis for consistency with the *General Plan* and Municipal Code. The *General Plan* includes the following Objectives and Policies that pertain to visual quality and views:

> Objective 2.10: Ensure that all development within the City of Moreno Valley is of high quality, yields a pleasant living and working environment for existing and future residents, and attracts business as the result of consistent exemplary design. (General Plan EIR Mitigation Measure A1)
>
> Objective 7.7: Where practical, preserve significant visual features significant views and vistas.
>
> Policy 7.7.2 Require new electrical and communication lines to be placed underground. (General Plan EIR Mitigation Measure A2)

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Policy 7.7.3 Implement reasonable controls on the size, number and design of signs to minimize degradation of visual quality. (General Plan EIR Mitigation Measure A3)

Projects undergoing major development review would be reviewed to ensure that development proposals do not unnecessarily block scenic views from other buildings or from public ways, or visually dominate their surroundings with respect to mass and scale, to an extent inappropriate to their use, in accordance with *Municipal Code* Section 9.02.030, Development review process. Compliance with the *General Plan* Objectives and Policies and the City's *Municipal Code* would reduce potential impacts to a less than significant level.

Mitigation Measures: No mitigation measures are required.

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

No Impact. There are no State scenic highways within the City or the project area. Therefore, implementation of the proposed project would not substantially damage scenic resources within a State scenic highway. Thus, no impacts would occur in this regard.

Mitigation Measures: No mitigation measures are required.

c) Substantially degrade the existing visual character or quality of the site and its surroundings?

Less Than Significant Impact. Future development within the project area would occur primarily on vacant and/or underutilized land. The *General Plan EIR* determined that with implementation of recommended Mitigation Measures A1 through A6 (Objective 2-10, Policy 7.7.1, Policy 7.7.2, Policy 7.7.3, Policy 7.7.4, and Policy 7.7.5, respectively), potential aesthetic impacts would be reduced to a less than significant level. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified.

Future development of the proposed Mixed-Use Overlay Districts, as well as Housing Element Calculation 4 Area and the CC rezone with residential and commercial development would alter the existing visual character or quality of the specific site and its surroundings. However, development of these areas is consistent with and anticipated in the *General Plan,* either through previous long range planning efforts or through recent Zoning and General Plan Amendments within the project area. The visual character of the Alessandro Boulevard corridor lacks design and landscaping consistency and has been shaped by a variety of non-residential uses as well as residential uses with their backyard walls along the corridor and others that front the main corridor. The potential for future development of higher-intensity mixed-uses would alter the existing visual character or quality of the specific site and its surroundings. Housing Element Calculation 4 Area and the CC rezone site are currently vacant and therefore, future development of higher-density residential uses and commercial uses would also alter the existing visual character or quality of the site and its surroundings.

Future development within the project area would have an incremental impact on the loss of vacant or open space; however, development has been anticipated under the *General Plan* for the corridor area and a General Plan Amendment and Zone Change would be processed for Housing Element Calculation 4 Area and the CC rezone site, allowing for intensified residential and commercial development in that area. Future development would be evaluated on a project-by project basis and reviewed to ensure compliance with the development standards established within the Municipal Code, including specific standards for projects within the Mixed-Use Overlay Districts and Commercial area, such as building frontage and open space standards, specific-use development standards, building heights, lighting, and screening to ensure visual impacts from existing developed areas are minimized. Further, all new structures would be reviewed for compliance with the *General Plan* to ensure a high level of architectural design. The creation of the Mixed Use Overlay Districts would implement the *Vision Plan for the*

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Alessandro Boulevard Corridor, positively contributing to the overall character and quality of the individual sites and their surroundings. Therefore, future development would not result in the degradation of the existing visual character or quality of the site or its surroundings and impacts would be less than significant in this regard.

Mitigation Measures: No mitigation measures are required.

d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Less Than Significant Impact. Project implementation would allow for the development of a mixture of land uses at a greater intensity than currently occurs within the project area. New sources of light, including light from building interiors passing through windows and light from building exteriors (i.e., street lighting, building illumination, security lighting, and landscape lighting) would be introduced. Depending upon the location of the light source and its proximity to adjacent light sensitive uses, light introduction can be a nuisance, affecting adjacent areas. Lighting may also cause spillover impacts to nearby sensitive receptors.

Future developments would be subject to review under the City's design and development plan review processes, which would ensure that building materials do not create a substantial source of glare. Residential and commercial uses within the proposed R30 and CC Zoning Districts would be subject to *Municipal Code* Section 9.08.100, Lighting, which specifies lighting restrictions and requirements for non-residential and residential uses. Development in accordance with the Mixed-Use Overlay Districts would be subject to the operational and compatibility standards for mixed-use development. The standards require that lighting shall be incorporated along sidewalks or other pedestrian walkways, plazas, paseos, courtyards, and other common open areas to enhance the pedestrian environment and increase public safety. Additionally, non-residential uses shall be designed, located, and shielded to ensure that they do not adversely impact the residential uses, but shall provide sufficient illumination for access and security purposes consistent with the provisions of *Municipal Code* Section 9.08.100. Therefore, project implementation would not create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area.

Mitigation Measures: No mitigation measures are required.

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4.2 AGRICULTURE AND FORESTRY RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				✓
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?				✓
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				✓
d. Result in the loss of forest land or conversion of forest land to non-forest use?				✓
e. Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				✓

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

No Impact. *General Plan EIR* Figure 5.8-1, Important Farmlands, identifies the location of important farmlands within the City, including Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. None of the parcels proposed for General Plan and Zone Changes are currently in agricultural production, nor are they identified as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. Most of the sites are identified as Urban and Built-Up Land or Other Land. A few of the sites are identified as Farmland of Local Importance or Farmland of Local Potential. However, these sites have previously been taken out of production in preparation of development. Thus, the proposed project would not result in the conversion of an existing agricultural use to a non-agricultural use. No impacts would occur in this regard.

Mitigation Measures: No mitigation measures are required.

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b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?

No Impact. According to the *General Plan EIR*, no land within the General Plan planning area is currently under a Williamson Act contract. None of the parcels proposed for General Plan and Zone Changes are currently zoned for agricultural use, however, the City identifies agricultural crops as an allowable use for all of its zoning categories in order to allow for interim agricultural production. However, the project area is not currently being utilized for agricultural production. Thus, the proposed project would not conflict with existing zoning for agricultural use or a Williamson Act contract. No impacts would occur in this regard.

Mitigation Measures: No mitigation measures are required.

c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

No Impact. None of the parcels proposed for General Plan and Zone Changes are currently zoned for forest use, timberland, or timberland zoned Timberland Production. Therefore, no impacts would occur in this regard.

Mitigation Measures: No mitigation measures are required.

d) Result in the loss of forest land or conversion of forest land to non-forest use?

No Impact. None of the parcels proposed for General Plan and Zone Changes are currently zoned for forest use or contain forest land. Future development of the parcels would not result in the loss of forest land or conversion of forest land to non-forest use. Therefore, no impacts would occur in this regard.

Mitigation Measures: No mitigation measures are required.

e) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

No Impact. Refer to Responses 4.2.a and 4.2.d.

Mitigation Measures: No mitigation measures are required.

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4.3 AIR QUALITY

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Conflict with or obstruct implementation of the applicable air quality plan?		✓		
b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?		✓		
c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?		✓		
d. Expose sensitive receptors to substantial pollutant concentrations?		✓		
e. Create objectionable odors affecting a substantial number of people?			✓	

The following analysis has been tiered from Section 5.3, Air Quality, of the *City of Moreno Valley General Plan Final Program Environmental Impact Report* (*General Plan EIR*), adopted in July 2006.

a) Conflict with or obstruct implementation of the applicable air quality plan?

Less Than Significant Impact With Mitigation Incorporated. The project area is located within the South Coast Air Basin (SCAB), regulated by the South Coast Air Quality Management District (SCAQMD). The United States Environmental Protection Agency (EPA) has classified the SCAB as a non-attainment area for Federal and State air quality standards. The *General Plan EIR* concluded that *General Plan* implementation could violate the existing Federal, State, and local air quality standards and conflict with the SCAQMD's *2012 Air Quality Management Plan* (AQMP) or the Southern California Association of Governments (SCAG) *Growth Management Plan*. The *General Plan EIR* determined that although *General Plan EIR* Mitigation Measures AQ1 through AQ10 would reduce air quality impacts, air quality impacts would remain significant and unavoidable.

Projects that are consistent with the projections of employment and population forecasts identified in the Growth Management Chapter of SCAG's *Regional Comprehensive Plan* (RCP) are considered consistent with the AQMP growth projections. This is because the Growth Management Chapter forms the basis of the land use and transportation control portions of the AQMP. Since SCAG's regional growth forecasts are based upon, among other things, land uses specified in general plans, the development proposed under the City's existing *General Plan* would also be consistent with SCAG's regional forecast projections. In turn, this development would also be consistent with the AQMP growth projections. As such, the potential impact that a proposed project would have on implementation of the AQMP can be assessed by comparing the emissions generated from the project's proposed land uses to those generated by the existing *General Plan's* proposed land uses.

The proposed project would not be consistent with the current *General Plan* land use designations, as the proposed project would require an amendment to the existing *General Plan* land use map to designate parcels for the "Residential: Maximum 30 dwelling units per acre" designation, consistent with the adopted Housing Element and rezone approximately 21.74 acres of R-5 to Community Commercial. However, the proposed project would be consistent with the *General Plan* upon implementation of the proposed amendment. As compared to the *General Plan EIR*, project implementation would not result in new or more severe impacts involving conflicts or obstruction of

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implementation of the AQMP with implementation of *General Plan EIR* mitigation (refer to Responses 4.3.b through 4.3.e, and Mitigation Measures AQ-1 through AQ-10).

Mitigation Measures: Refer to Mitigation Measures AQ-1 through AQ-10.

b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?

Less Than Significant Impact With Mitigation Incorporated.

Short-Term Impacts

The *General Plan EIR* states that future development in the planning area will generate construction impacts from construction equipment emissions, worker vehicle emissions, and dust from grading and earth-moving operations. Construction emissions for specific development projects will vary depending on the size of the project, amount of grading required, type and quantity of construction equipment, building floor area or number of residential units to be constructed. As such, construction-related emissions cannot be accurately determined at the general plan level of analysis. However, general construction emissions calculations were performed in the *General Plan EIR* to describe typical construction related emissions that would be emitted on a daily basis. The demolition, grading, and building construction emissions calculations were based on a daily development of approximately 4.5 acres within the planning area. According to the *General Plan EIR*, a typical development project allowed under the *General Plan* may result in an average of 18 pounds per day (lbs/day) of PM_{10}, 113 lbs/day of ROG, 154 lbs/day of NO_X, and 141 lbs/day of CO. The *General Plan EIR* notes that PM emissions can be reduced by approximately 50 percent with implementation of SCAQMD Rule 403 (*General Plan EIR* Mitigation Measure AQ1). However, the *General Plan EIR* concluded that construction emissions would remain significant and unavoidable.

The proposed project would result in several construction projects that would generate short-term air emissions similar to the typical development project assumed by the *General Plan EIR*. The proposed project would be required to comply with SCAQMD Rule 403, as stated in *General Plan EIR* Mitigation Measure AQ1 (refer to Mitigation Measure AQ-1). Future construction projects would also be required to comply with SCAQMD Regulation XI, Rule 1113 – Architectural Coating, which provides specifications on painting practices as well as regulates the ROG content of paint. Additionally, the proposed project would implement Mitigation Measure AQ-10, which requires the utilization of the cleanest engines available. Since implementation of *General Plan EIR* Mitigation Measure AQ1 (referenced as Mitigation Measure AQ-1 in this document) and Mitigation Measure AQ-10 are expected to reduce project-related impacts, and since no new significant unavoidable impacts beyond those identified in the *General Plan EIR* would occur, no additional measures are required. Impacts would be less than significant in this regard.

Long-Term Impacts

The *General Plan EIR* states that the major sources of new air pollution would result from the use of natural gas for space heating, cooking and water heating, from vehicles traveling to and from the planning area, from the combustion of fossil fuels at power plants to produce the electricity used within the planning area, and from industrial and commercial uses. The *General Plan EIR* determined that *General Plan* implementation could significantly contribute to existing air quality violations and conflict with the SCAQMD AQMP and SCAG Growth Management Plan. Refer to *Table 4.3-1, General Plan Buildout Long-Term Emissions*, for a summary of the estimated long-term emissions of each *General Plan* alternative. Although implementation of *General Plan EIR* Mitigation Measures AQ2 through AQ9 would reduce air quality impacts, long-term air quality impacts were concluded to remain significant and unavoidable.

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Table 4.3-1
General Plan Buildout Long-Term Emissions

Source	Estimated Emissions (pounds/day)[1]			
	ROG	NO_X	CO	PM_{10}
Alternative 1				
Stationary Sources	16,332	2852	11,345	1300
Mobile Sources	9,864	8,886	105,563	56,538
Total Emissions	*26,196*	*11,738*	*116,908*	*57,838*
Alternative 2				
Stationary Sources	17,779	2,805	12,192	1,417
Mobile Sources	8,997	8,009	95,507	51,118
Total Emissions	*26,776*	*10,814*	*107699*	*52,535*
Alternative 3				
Stationary Sources	17,653	2,781	12,110	1,407
Mobile Sources	8,731	7,773	92,653	49,570
Total Emissions	*26,383*	*10,554*	*104,763*	*50,977*

Source: City of Moreno Valley, *Moreno Valley General Plan Final Program EIR*, dated July 2006, Tables 5.3-7 through 5.3-9.

The project proposes the development of 7,288 multi-family dwelling units and 1,168,608 square feet of commercial uses generally along the Alessandro Boulevard corridor. Project operations would result in pollutant emissions from two sources: long-term mobile source emissions from vehicles traveling to and from the site, once the project is operational; and long-term stationary source emissions from power and natural gas consumption from the on-site residential uses.

Mobile Source

Mobile sources are emissions from motor vehicles, including tailpipe and evaporative emissions. Depending upon the pollutant being discussed, the potential air quality impact may be of either regional or local concern. For example, ROG, NO_X, SO_X, PM_{10}, and $PM_{2.5}$ are all pollutants of regional concern (NO_X and ROG react with sunlight to form O_3 [photochemical smog], and wind currents readily transport SO_X, PM_{10}, and $PM_{2.5}$). However, CO tends to be a localized pollutant, dispersing rapidly at the source.

Project-generated vehicle emissions have been estimated using the California Emissions Estimator Model (CalEEMod). This model predicts emissions from motor vehicle traffic associated with new or modified land uses; refer to Appendix A, Air Quality Emissions Data. At full implementation, the proposed project would construct 7,288 multi-family dwelling units and 1,168,608 square feet of commercial uses, which represents a decrease of 46 single-family dwelling units, an increase of 171,501 square feet of commercial/retail uses, a decrease of 31,786 square feet of commercial/office uses, and an increase of 7,160 multi-family dwelling units. According to the *Alessandro Boulevard Corridor Implementation Project Traffic Impact Analysis*, the proposed project would generate a net increase of approximately 45,915 average daily trips (ADT). *Table 4.3-2*, *Project-Related Operational Air Emissions*, presents the existing, proposed, and anticipated net mobile source emissions associated with the proposed project.

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Table 4.3-2
Project-Related Operational Air Emissions

Source	Estimated Emissions (pounds/day)[1]					
	ROG	NO_x	CO	SO_x	PM_{10}	$PM_{2.5}$
Existing Emissions						
Area Sources	50.48	1.02	72.08	0.14	9.28	9.28
Energy Sources	0.19	1.67	0.98	0.01	0.13	0.13
Mobile Sources	83.21	223.41	680.70	2.05	239.79	13.23
Total Emissions	*133.88*	*226.10*	*753.76*	*2.20*	*249.20*	*22.64*
Proposed Unmitigated Emissions						
Area Sources	984.31	42.55	3,019.04	5.86	388.74	388.65
Energy Sources	4.09	34.96	15.18	0.22	2.82	2.82
Mobile Sources	237.58	598.53	2,089.17	7.18	773.60	41.88
Total Emissions	*1,225.98*	*676.04*	*6,123.39*	*13.26*	*1,164.99*	*433.18*
Net Increase Over Existing Emissions	***+1,092.10***	***+449.94***	***+5,369.63***	***+11.06***	***+915.79***	***+410.54***

Notes:
1 – Based on CalEEMod modeling results, worst-case seasonal emissions for area and mobile emissions have been modeled.
Refer to Appendix A, Air Quality Emissions Data, for assumptions used in this analysis.

General Plan EIR Mitigation Measures AQ3 through AQ9 (restated as Mitigation Measures AQ-3 through AQ-9 below) would help reduce mobile source emissions by implementing regional air quality strategies, encouraging park-and-ride facilities, encouraging express transit, ensuring adequate bus stops and turnout areas are provided, integrating bikeways into the circulation system, and implementing transportation demand management strategies. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no greater impacts than previously identified. Since implementation of the *General Plan EIR* mitigation measures are expected to reduce project-related impacts, and since no new significant unavoidable impacts beyond those identified in the *General Plan EIR* would occur, no additional measures are required.

Stationary Source Emissions

Stationary source emissions would be generated due to an increased demand for electrical energy and natural gas resulting from project development. This conclusion is based on the supposition that those power plants supplying electricity to the site are utilizing fossil fuels. Electric power generating plants are distributed throughout the SCAB and western United States, and their emissions contribute to the total regional pollutant burden. The primary use of natural gas by the proposed project would be for combustion to produce space, water, and other miscellaneous heating, air conditioning, consumer products, and landscaping. As indicated in *Table 4.3-2*, the proposed project's stationary (energy and area) source emissions would exceed the existing emissions, as well as the SCAQMD thresholds for all criteria pollutants. Implementation of *General Plan EIR* Mitigation Measure AQ2 (restated as Mitigation Measure AQ-2 below) would further reduce area source emissions by requiring construction to comply with the requirements of Title 24. Since implementation of the *General Plan EIR* mitigation measures are expected to reduce project-related impacts, and since no new significant unavoidable impacts beyond those identified in the *General Plan EIR* would occur, no additional measures are required.

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Mitigation Measures:

AQ-1 Grading activities shall comply with South Coast Air Quality Management District Rule 403 regarding the control of fugitive dust. Additionally, implementation of the following measures would further reduce short-term fugitive dust impacts on nearby sensitive receptors:

- All active portions of the construction site shall be watered every three hours during daily construction activities and when dust is observed migrating from the project site to prevent excessive amounts of dust;
- Pave or apply water every three hours during daily construction activities or apply non-toxic soil stabilizers on all unpaved access roads, parking areas, and staging areas. More frequent watering shall occur if dust is observed migrating from the site during site disturbance;
- Any on-site stockpiles of debris, dirt, or other dusty material shall be enclosed, covered, or watered twice daily, or non-toxic soil binders shall be applied;
- All grading and excavation operations shall be suspended when wind speeds exceed 25 miles per hour;
- Disturbed areas shall be replaced with ground cover or paved immediately after construction is completed in the affected area;
- Gravel bed trackout aprons (3 inches deep, 25 feet long, 12 feet wide per lane and edged by rock berm or row of stakes) shall be installed to reduce mud/dirt trackout from unpaved truck exit routes;
- On-site vehicle speed shall be limited to 15 miles per hour;
- All on-site roads shall be paved as soon as feasible, watered twice daily, or chemically stabilized;
- Visible dust beyond the property line which emanates from the project shall be prevented to the maximum extent feasible;
- All material transported off-site shall be either sufficiently watered or securely covered/tarped to prevent excessive amounts of dust prior to departing the job site;
- Reroute construction trucks away from congested streets or sensitive receptor areas;
- Track-out devices shall be used at all construction site access points; and
- All delivery truck tires shall be watered down and/or scraped down prior to departing the job site.

(Source: Expanded from *General Plan EIR* Mitigation Measure AQ1)

AQ-2 Building construction shall comply with the energy conservation requirements of Title 24 of the California Administrative Code.

(Source: *General Plan EIR* Mitigation Measure AQ2)

AQ-3 Cooperate with regional efforts to establish and implement regional air quality strategies and tactics.

(Source: *General Plan EIR* Mitigation Measure AQ3)

AQ-4 Encourage the financing and construction of park-and-ride facilities.

(Source: *General Plan EIR* Mitigation Measure AQ4)

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AQ-5 Encourage express transit service from Moreno Valley to the greater metropolitan areas of Riverside, San Bernardino, Orange, and Los Angeles Counties.

(Source: *General Plan EIR* Mitigation Measure AQ5)

AQ-6 Coordinate with Caltrans and RCTC regarding the integration of Intelligent Transportation Systems (ITS) consistent with the principles and recommendations referenced in the Inland Empire ITS Strategic Plan.

(Source: *General Plan EIR* Mitigation Measure AQ6)

AQ-7 Ensure that all new developments make adequate provision for bus stops and turnout areas for both public transit and school bus service.

(Source: *General Plan EIR* Mitigation Measure AQ7)

AQ-8 Integrate bikeways, consistent with the Bikeway Plan, with the circulation system and maintain Class II and III bikeways as part of the City's street system.

(Source: *General Plan EIR* Mitigation Measure AQ8)

AQ-9 Implement Transportation demand management (TDM) strategies that reduce congestion in the peak travel hours. Examples include carpooling, telecommuting, and flexible work hours.

(Source: *General Plan EIR* Mitigation Measure AQ9)

AQ-10 The following measures shall be implemented during construction to substantially reduce NO_X related emissions. They shall be included in the Grading Plan, Building Plans, and contract specifications. Contract specification language shall be reviewed by the City prior to issuance of a grading permit.

- Off-road diesel equipment operators shall be required to shut down their engines rather than idle for more than five minutes, and shall ensure that all off-road equipment is compliant with the CARB in-use off-road diesel vehicle regulation and SCAQMD Rule 2449.
- Require the use of 2010 and newer diesel haul trucks (e.g., material delivery trucks and soil import/export) and if the lead agency determines that 2010 model year or newer diesel trucks cannot be obtained the lead agency shall use trucks that meet EPA 2007 model year NO_X emissions requirements
- The following note shall be included on all grading plans: During project construction, all internal combustion engines/construction, equipment operating on the project site shall meet EPA-Certified Tier 3 emissions standards, or higher according to the following:
  - January 1, 2012, to December 31, 2014: All off-road diesel-powered construction equipment greater than 50 hp shall meet Tier 3 off-road emissions standards. In addition, all construction equipment shall be outfitted with BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations.
  - Post-January 1, 2015: All off-road diesel-powered construction equipment greater than 50 hp shall meet the Tier 4 emission standards, where available. In addition, all construction equipment shall be outfitted with BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than

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what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations.

- A copy of each unit's certified tier specification, BACT documentation, and CARB or SCAQMD operating permit shall be provided at the time of mobilization of each applicable unit of equipment.

- The contractor and applicant, if the applicant's equipment is used, shall maintain construction equipment engines by keeping them tuned and regularly serviced to minimize exhaust emissions.
- Use low sulfur fuel for stationary construction equipment. This is required by SCAQMD Rules 431.1 and 431.2.
- Utilize existing power sources (i.e., power poles) when available. This measure would minimize the use of higher polluting gas or diesel generators.
- Configure construction parking to minimize traffic interference.
- Minimize obstruction of through-traffic lanes and provide temporary traffic controls such as a flag person during all phases of construction when needed to maintain smooth traffic flow. Construction shall be planned so that lane closures on existing streets are kept to a minimum.
- Schedule construction operations affecting traffic for off-peak hours to the best extent when possible.
- Develop a traffic plan to minimize traffic flow interference from construction activities (the plan may include, but would not be limited to, advance public notice of routing, use of public transportation and satellite parking areas with a shuttle service.)
- Construction-related equipment, including heavy-duty equipment, motor vehicles, and portable equipment, shall be turned off when not in use for more than five minutes.

c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?

Less Than Significant Impact With Mitigation Incorporated. According to the *General Plan EIR*, General Plan buildout would result in a cumulatively considerable net increase of criteria pollutants (during construction and operations) for which the project region is nonattainment under applicable federal or state ambient air quality standard. The *General Plan EIR* concluded that despite implementation of the recommended mitigation measures (*General Plan EIR* Mitigation Measures AQ1 through AQ9), which would reduce this impact, a significant and unavoidable impact would occur.

Cumulative Construction Impacts

With respect to the proposed project's construction-period air quality emissions and cumulative SCAB-wide conditions, the SCAQMD has developed strategies to reduce criteria pollutant emissions outlined in the AQMP pursuant to Federal Clean Air Act mandates. As such, the proposed project would be subject to compliance with SCAQMD Rule 403 requirements, and implement all feasible mitigation measures (refer to Response 4.3.b). In addition, the proposed project would comply with adopted AQMP emissions control measures. Per SCAQMD rules and mandates, as well as the CEQA requirement that significant impacts be mitigated to the extent feasible, these same requirements (i.e., Rule 403 compliance, the implementation of all feasible mitigation measures, and compliance with adopted AQMP emissions control measures) would also be imposed on construction projects throughout the SCAB, which would include related projects. Therefore, it can be reasonably inferred that the project-related construction emissions, in combination with those from other projects in the area, could substantially deteriorate the local air quality.

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While the proposed project could contribute to cumulatively considerable construction-related impacts, the proposed project would be consistent with the conclusions in the *General Plan EIR*, as discussed in Response 4.3.b. Therefore, no new cumulative construction impacts would occur.

Cumulative Operational Impacts

The proposed project's operational emissions would exceed existing emissions as well as SCAQMD thresholds, and could contribute to SCAB-wide regional air quality impacts (refer to Response 4.3.b). Adherence to *General Plan EIR* mitigation measures and SCAQMD rules and regulations would help reduce impacts related to cumulative conditions. While the proposed project could still contribute a cumulatively considerable net increase of any nonattainment criteria pollutant, the proposed project would be consistent with the conclusions within the *General Plan EIR,* and no new cumulative operational impacts would occur.

Mitigation Measures AQ-1 through AQ-10 are required to ensure that cumulative impacts remain consistent with the conclusions in the *General Plan EIR*.

Mitigation Measures: Refer to Mitigation Measures AQ-1 through AQ-10. No additional mitigation measures are required.

d) Expose sensitive receptors to substantial pollutant concentrations?

Less Than Significant Impact With Mitigation Incorporated. According to the *General Plan EIR*, future development under the *General Plan* has the potential to increase the exposure of sensitive receptors to increased air pollutant levels associated with CO. Several intersections throughout the City would operate at level of service (LOS) E or worse, resulting in localized CO "hot spots." The *General Plan EIR* determined that impacts to sensitive receptors would be significant and unavoidable.

CO Hotspots

CO emissions are a function of vehicle idling time, meteorological conditions and traffic flow. Under certain extreme meteorological conditions, CO concentrations near a congested roadway or intersection may reach unhealthy levels (i.e., adversely affect residents, school children, hospital patients, the elderly, etc.). To identify CO hotspots, the SCAQMD requires a CO microscale hotspot analysis when a project increases the volume-to-capacity ratio (also called the intersection capacity utilization) by 0.02 (two percent) for any intersection with an existing level of service (LOS) D or worse. Because traffic congestion is highest at intersections where vehicles queue and are subject to reduced speeds, these hot spots are typically produced at intersection locations. However, projected intersection capacity/queuing analyses are unknown, as no specific development proposals have yet been formulated.

The Basin is designated as an attainment area for State and Federal CO standards. There has been a decline in CO emissions even though Vehicle Miles Traveled (VMT) on U.S. urban and rural roads have increased. On-road mobile source CO emissions have declined 24 percent between 1989 and 1998, despite a 23 percent rise in motor vehicle miles traveled over the same 10 years. California trends have been consistent with national trends; CO emissions declined 20 percent in California from 1985 through 1997, while VMT increased 18 percent in the 1990s. Three major control programs have contributed to the reduced per-vehicle CO emissions: exhaust standards, cleaner burning fuels, and motor vehicle inspection/maintenance programs.

A detailed CO analysis was conducted in the *Federal Attainment Plan for Carbon Monoxide* (CO Plan) for the SCAQMD's *2003 Air Quality Management Plan.* The locations selected for microscale modeling in the CO Plan are worst-case intersections in the Basin, and would likely experience the highest CO concentrations. Of these locations, the Wilshire Boulevard/Veteran Avenue intersection experienced the highest CO concentration (4.6 ppm), which is well below the 35-ppm 1-hr CO Federal standard. The Wilshire Boulevard/Veteran Avenue intersection is one of the most congested intersections in Southern California with an average daily traffic (ADT) volume of approximately

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100,000 vehicles per day. As the CO hotspots were not experienced at the Wilshire Boulevard/Veteran Avenue intersection, it can be reasonably inferred that CO hotspots would not be experienced at any locations within the project corridor or at affected intersections in the project area due to the volume of traffic that would occur as a result of the proposed project. Therefore, no new impacts beyond those identified in the *General Plan EIR* would occur.

Other Criteria Pollutants

As shown in Response 4.3.b, project implementation would result in significant short- and long-term emissions for all criteria pollutants except for SO_X, consistent with the conclusions of the *General Plan EIR.* Therefore, it is anticipated that the proposed project would also result in significant localized impacts. However, as the proposed project is consistent with the conclusions with the *General Plan EIR,* no new impacts would occur in this regard. Mitigation Measures AQ-1 through AQ-9 are required to ensure that cumulative impacts remain consistent with the conclusions in the *General Plan EIR*.

Mitigation Measures: Refer to Mitigation Measures AQ-1 through AQ-9. No additional mitigation measures are required.

e) Create objectionable odors affecting a substantial number of people?

Less Than Significant Impact. According to the *General Plan EIR*, future construction activity allowed under the *General Plan* could generate objectionable odors. However, these odors would be short-term in nature. Future industrial and commercial uses could also generate objectionable odors. Existing SCAQMD regulations regarding odor complaints would reduce any potential impacts associated with odors. The *General Plan EIR* concluded that odor impacts would be less than significant.

According to the SCAQMD *CEQA Air Quality Handbook*, land uses associated with odor complaints typically include agricultural uses, wastewater treatment plants, food processing plants, chemical plants, composting, refineries, landfills, dairies, and fiberglass molding. The project proposes the construction of multi-family residential dwelling units and commercial uses. Due to its nature and scope, the proposed project would not involve activities that would create objectionable odors. Project implementation would be consistent with the analysis and conclusions presented in the *General Plan EIR*, and would not result in any additional impacts. Therefore, implementation of the proposed project would not create objectionable odors affecting a substantial number of people.

Mitigation Measures: No mitigation measures are required.

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4.4 BIOLOGICAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?		✓		
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?		✓		
c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?		✓		
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?			✓	
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?			✓	
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				✓

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

Less Than Significant Impact With Mitigation Incorporated. The project area is located within the geographic areas (sections) identified as "Central" and "East March AFB" in *General Plan EIR* Section 5.9, Biological Resources.

The *General Plan EIR* identifies four regionally sensitive habitats within the General Plan Planning Area: 1) Riparian Habitats/Wetlands (including Open Water and Marsh); 2) Coastal Sage Scrub/Riversidean Alluvial Fan Sage Scrub; 3) Raptor Foraging/Wintering Habitat; and 4) Core Reserves/Designated Critical Habitat. Riparian habitat and Raptor Foraging/Wintering Habitat may occur within the Central section, which includes the project area.

The critical habitat designation for the California Gnatcatcher and the proposed designation for the San Bernardino kangaroo rat include habitat within and/or immediately adjacent to Moreno Valley. These habitat areas are not located within the Central or East March AFB sections.

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The Moreno Valley planning area is located within the Multi-Species Habitat Conservation Plan (MSHCP). The MSHCP identifies cores for habitat conservation and linkages for wildlife movement. The Moreno Valley planning area is partially located within Subunits 1, 2, 3, and 4 of the MSHCP, Reche Canyon/Badlands Area Plan. The project area is not located within the Reche Canyon/Badlands Area Plan or any subunits of the MSHCP.

General Plan EIR Table 5.9-5 summarizes the rare, threatened, endangered, endemic, and/or sensitive species known for or with a potential to occur in the planning area, based on existing MSHCP and California Department of Fish and Game Natural Diversity Database data, as well as general knowledge of sensitive species occurrences in the identified habitats. Several species have known and/or expected occurrences within the Central and East March AFB Sections. *General Plan EIR* Table 5.9-7 summarizes potential impacts to sensitive faunal species and wildlife resources within the East March Air Force Base and Central Sections, as well as the primary potential habitat impacts.

Future development within the project area would occur on vacant and/or underutilized land, potentially resulting in significant impacts to candidate, sensitive, or special status species. The *General Plan EIR* determined that with implementation of recommended mitigation measures, potential impacts would be reduced to a less than significant level. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified.

Due to the conceptual nature of future development, site specific proposals would require individual assessments of potential impacts to biological resources, including impacts to endangered, threatened, rare, or locally designated species and their habitats; refer to Mitigation Measures BIO-1 and BIO-2. If necessary, mitigation would be required on a project-by-project basis to reduce potential biological impacts to a less than significant level. Therefore, the City would continue to promote the protection of sensitive, rare, threatened, and endangered species found in the project area through the required biological assessments. Following compliance with the recommended mitigation, which requires preparation of a Biological Resources Assessment, as well as the policies, regulations, and guidelines set forth in the City's *General Plan*, *Municipal Code*, and development review process, project implementation would result in less than significant impacts to endangered, threatened, rare, or locally designated species and their habitats. Future development would also require further review for compliance with USFWS and CDFG, as applicable.

Mitigation Measures:

BIO-1 A Biological Resources Assessment shall be conducted for future development projects in known or suspected natural habitat areas by a qualified Biologist, prior to an application being deemed complete, to determine the potential presence/absence of candidate, sensitive, or special status species, as well as the presence/absence of habitat that would support these species.

BIO-2 If deemed necessary by the site-specific Biological Resources Assessment, a Focused Survey of the proposed development site shall be conducted by a qualified Biologist, prior to any ground disturbance, for sensitive plant and wildlife species that are federally- or state-listed as endangered or threatened, having moderate to high potential for occurrence on the proposed development site.

BIO-3 Where feasible, projects shall be designed to minimize impacts on sensitive habitat

(Source: *General Plan EIR* Mitigation Measure B3).

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b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

Less Than Significant Impact With Mitigation Incorporated. Riparian habitats are limited in the General Plan planning area, restricted to the linear Riparian Scrub areas mapped within the native habitats of the Badlands (Gilman Springs Road-Badlands and Norton-Younglove Sections) and the persisting Riparian Scrub within the more disturbed and developed context of the North-Central and Central Sections. Open water habitats are scattered throughout the General Plan planning area. Marsh occurs only along the extreme southern boundary of the General Plan planning area within the San Jacinto Wildlife Area-Mystic Lake Section, north of the San Jacinto River. The *General Plan EIR* determined that existing federal and state regulations enforce a no net loss policy of wetlands and riparian habitat, which offer a measure of protection and help ensure that impacts are mitigated sufficiently. Additionally, implementation of mitigation would reduce potential impacts wetlands and riparian habitat to a less than significant level. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified.

Small, isolated pockets of Riparian Scrub have been identified within the Central section; although Riparian Scrub has not been identified within the Alessandro Boulevard Corridor Nodes. However, due to the conceptual nature of the future development, proposals would require individual assessments of potential impacts to biological resources, including impacts to riparian habitats or other sensitive natural communities; refer to Mitigation Measures BIO-1 and BIO-2. Additionally, compliance with *General Plan EIR* mitigation regarding wetlands and riparian vegetation (BIO-4) would further reduce impacts to a less than significant level. Therefore, project implementation would not have an adverse effect on any riparian habitat or other sensitive natural communities with implementation of recommended mitigation. Impacts would be less than significant in this regard.

Mitigation Measures: Refer to Mitigation Measures BIO-1 through BIO-3. In addition, the following mitigation measure is recommended.

BIO-4 Prior to physical disturbance of any natural drainage course or wetland determined to contain riparian vegetation or otherwise qualify as a "jurisdictional" wetland or Non-wetland Water of the U.S., the applicant shall obtain a Streambed Alteration Agreement and/or permit, or written waiver of the requirement for such an agreement or permit, from all resource agencies with jurisdiction over such areas (CDFG and ACOE).

(Source: *General Plan EIR* Mitigation Measure B4).

c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

Less Than Significant Impact With Mitigation Incorporated. The *General Plan EIR* states that existing federal and state regulations provide protection against habitat loss impacts for all jurisdictional wetlands and Non-wetland Waters of the U.S./Streambeds. It is assumed that any potential impacts assessed would be mitigated to a level below significance through compliance with the state and federal statues regulating these resources. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified.

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No wetlands are known to occur within the Alessandro Boulevard Corridor Nodes. Future development within the project area would be required to comply with *General Plan EIR* mitigation regarding wetlands and riparian vegetation (BIO-4). Therefore, project implementation would not have an adverse effect on any federally protected wetlands with implementation of recommended mitigation. Impacts would be less than significant in this regard.

Mitigation Measures: Refer to Mitigation Measure BIO-4. No additional mitigation measures are required.

d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Less Than Significant Impact. The MSHCP identifies cores for habitat conservation and linkages for wildlife movement within the Moreno Valley planning area. The project area is not located within the Reche Canyon/Badlands Area Plan or any subunits of the MSHCP. Therefore, implementation of the proposed project would not interfere with any corridors or linkages associated with the MSHCP. The project area and surrounding areas are largely developed and/or surrounded by existing development and do not provide for the movement of any species or impede the use of native wildlife nursery sites. Impacts would be less than significant in this regard.

Mitigation Measures: No mitigation measures are required.

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

Less Than Significant Impact. *Municipal Code* Chapter 3.48, Western Riverside Multi-Species Habitat Conservation Plan Fee Program Ordinance, requires development projects within the City to pay a local development mitigation fee to assist in providing revenue to acquire and preserve vegetation communities and natural areas within the City and western Riverside County which are known to support threatened, endangered or key sensitive populations of plant and wildlife species. Future development within the project area would be required to pay the applicable fee in place at the time prior to issuance of a building permit. Thus, impacts would be less than significant in this regard.

Mitigation Measures: No mitigation measures are required.

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

No Impact. The Moreno Valley planning area is located within the Multi-Species Habitat Conservation Plan (MSHCP). The MSHCP identifies cores for habitat conservation and linkages for wildlife movement. The Moreno Valley planning area is partially located within Subunits 1, 2, 3, and 4 of the MSHCP, Reche Canyon/Badlands Area Plan. The project area is not located within the Reche Canyon/Badlands Area Plan or any subunits of the MSHCP. Thus, project implementation would not conflict with the provisions of the MSHCP, and no impacts would occur in this regard.

Mitigation Measures: No mitigation measures are required.

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4.5 CULTURAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines §15064.5?		✓		
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines §15064.5?		✓		
c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?		✓		
d. Disturb any human remains, including those interred outside of formal cemeteries?			✓	

a) Cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines §15064.5?

Less Than Significant Impact With Mitigation Incorporated. *General Plan EIR* Figure 5.10-1, Locations of Listed Historic Resource Inventory Structures, identifies the historic structures identified as part of a historical survey previously conducted by the Riverside County Historical Commission. None of the sites are located within the project area anticipated for future development. However, it is anticipated that future development within the project area would involve the removal of existing structures to allow for redevelopment of the individual project sites. There is the potential for currently unidentified historic structures to occur within the project area and therefore be impacted by future site-specific development. Any site determined by the City to potentially contain a historical structure would be required to comply with Mitigation Measure CUL-1, which would require preparation a Phase I Cultural Resources Study to determine if implementation of the project being proposed at the time would potentially cause a substantial change to any significant historical resource and identify measures to mitigate the known and potential significant effects of the development being proposed, if any. Compliance with Mitigation Measure CUL-1 would reduce potential impacts to historical resources to a less than significant level.

Mitigation Measures:

CUL-1 Prior to consideration by the City of Moreno Valley, future development or infrastructure projects for properties that are vacant, undeveloped, and/or considered to be sensitive for cultural resources by the City of Moreno Valley Planning Department, shall prepare a Phase I Cultural Resources Study of the subject property in accordance with the protocol of the City of Moreno Valley for review and approval by the City of Moreno Valley Planning Department. The Phase I Cultural Resources Study shall determine whether the proposed development would potentially cause a substantial adverse change to any significant paleontological, archaeological, or historic resources. Measures shall be identified to mitigate the known and potential significant effects of the proposed development project, if any.

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b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines §15064.5?

Less Than Significant Impact With Mitigation Incorporated. According to the *General Plan EIR*, at least 190 prehistoric archaeological locations have been reported within the City of Moreno Valley. *General Plan EIR* Figure 5.10-2, Locations of Prehistoric Sites, identifies Prehistoric Site Complexes, identifies areas with a high potential of containing prehistoric archaeological resources. One of the sites described as being located near the intersection of Lasselle Street and Brodiaea extends north of Alessandro Boulevard within the project area. The area is identified as an isolated rocky outcrop with five milling stations being previously recorded. Furthermore, the majority of Housing Element Calculation 4 Area and the CC rezone site area located on land that is vacant; it is possible that cultural resources could be unearthed during project construction. Thus, future development within the area could impact an archaeological resource. The area includes parcels proposed for a Zone Change and General Plan Amendment to implement the project. However, site-specific development is not being proposed at this time. Future development within the Prehistoric Site Complex would be required to comply with Mitigation Measure CUL-1, which would require preparation a Phase I Cultural Resources Study to determine if implementation of the project being proposed at the time would potentially cause a substantial change to any significant archaeological resource and identify measures to mitigate the known and potential significant effects of the development being proposed, if any. Compliance with Mitigation Measure CUL-1 would reduce potential impacts to archaeological resources to a less than significant level.

Due to the presence of known prehistoric archaeological sites within the City, there is the potential for future development within the City to impact potential unrecorded archaeological resources. Impacts to unrecorded archaeological resources could be significant without mitigation. Since the project does not currently propose site-specific development, it is not known at this time if or to what extent potential unrecorded archaeological resources would be impacted by future development. Compliance with Mitigation Measure CUL-2, which identifies the required actions in the event an unknown resources is unearthed during future site-specific excavation and grading activities, would reduce potential impacts to a less than significant level.

Mitigation Measures: Refer to Mitigation Measure CUL-1. In addition, the following mitigation measure is recommended.

CUL-2 In the event that cultural resources (archaeological, historical, paleontological) are inadvertently unearthed during excavation and grading activities of any future development project, the contractor shall cease all earth-disturbing activities within a 100-foot radius of the area of discovery. If not already retained due to conditions present pursuant to Mitigation Measure CUL-1, the project proponent shall retain a qualified professional (i.e., archaeologist, historian, architect, paleontologist, Native American Tribal monitor), subject to approval by the City of Moreno Valley to evaluate the significance of the find and appropriate course of action. If avoidance of the resource is not feasible, salvage operation requirements pursuant to Section 15064.5 of the CEQA Guidelines shall be followed. After the find has been appropriately avoided or mitigated, work in the area may resume.

c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Less Than Significant Impact With Mitigation Incorporated. The Moreno Valley area contains sedimentary rock-units with potential to contain significant nonrenewable paleontological resources which are subject to adverse impacts by ground-disturbing activities. However, much of Moreno Valley is covered with recent alluvium. These sediments overlie fossiliferous sedimentary units of the Mt. Eden Formation and the San Timoteo Formation. According to the *General Plan EIR*, excavation to depths normal for development would probably not penetrate recent alluvial sediments to encounter fossiliferous deposits. *General Plan EIR* Figure 5.10-3, Paleontological Resource Sensitive Areas, displays areas of paleontological resource sensitivity in the Moreno Valley planning area. The project area is located within an area identified as having low potential for paleontological resources. Although it is not anticipated that future development within the project area would impact undiscovered paleontological resources, compliance with Mitigation Measure CUL-2 would reduce potential impacts to a less than significant level.

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Mitigation Measures: Refer to Mitigation Measure CUL-2. No additional mitigation measures are required.

d) Disturb any human remains, including those interred outside of formal cemeteries?

Less Than Significant Impact. No conditions exist that suggest human remains are likely to be found within the project area. It is not anticipated that human remains, including those interred outside of formal cemeteries, would be encountered during future earth removal or disturbance activities. If human remains were found, those remains would require proper treatment in accordance with applicable laws. State of California *Public Resources Health and Safety Code* Sections 7050.5-7055 describe the general provisions for human remains. Specifically, *Health and Safety Code* Section 7050.5 describes the requirements if any human remains are accidentally discovered during excavation of a site. As required by State law, the requirements and procedures set forth in Section 5097.98 of the California *Public Resources Code* would be implemented, including notification of the County Coroner, notification of the Native American Heritage Commission, and consultation with the individual identified by the Native American Heritage Commission to be the "most likely descendant." If human remains are found during excavation, excavation must stop in the vicinity of the find and any area that is reasonably suspected to overlay adjacent human remains until the County Coroner has been called out, and the remains have been investigated and appropriate recommendations have been made for the treatment and disposition of the remains. Following compliance with State regulations, which detail the appropriate actions necessary in the event human remains are encountered, impacts in this regard, would be considered less than significant.

Mitigation Measures: No mitigation measures are required.

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4.6 GEOLOGY AND SOILS

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
1) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				✓
2) Strong seismic ground shaking?		✓		
3) Seismic-related ground failure, including liquefaction?		✓		
4) Landslides?				✓
b. Result in substantial soil erosion or the loss of topsoil?		✓		
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on-or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?				✓
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?		✓		
e. Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				✓

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:

1) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

No Impact. The Alquist-Priolo Earthquake Fault Zoning Act was passed in 1972 to mitigate the hazard of surface faulting to structures for human occupancy. The Act's main purpose is to prevent the construction of buildings used for human occupancy on the surface trace of active faults. The law requires the State Geologist to establish regulatory zones (known as Earthquake Fault Zones) around the surface traces of active faults and to issue appropriate maps (prior to January 1, 1994, "Earthquake Faults Zones" were called "Special Studies Zones"). The San Jacinto Fault passes through the eastern portion of the City. An Alquist-Priolo Special Fault Zone has been established for the San Jacinto Fault.[1] The project area is not located within the Alquist-Priolo Fault Zone of the San Jacinto Fault. Therefore, future development associated with the proposed project would not expose people or structures to potential substantial adverse effects associated with rupture of a known earthquake fault. No impact would occur in this regard.

[1] State of California Department of Conservation, *Alquist-Priolo Earthquake Fault Zone Maps*, http://www.quake.ca.gov/gmaps/ap/ap_maps.htm, accessed June 18, 2012.

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Mitigation Measures: No mitigation measures are required.

2) Strong seismic ground shaking?

Less Than Significant Impact With Mitigation Incorporated. The City of Moreno Valley is located within a seismically active region of southern California. According to the *General Plan EIR*, earthquake-generated groundshaking is the most critical and potentially damaging earthquake effect in the City. Three potential sources of strong seismic groundshaking in the area include the San Jacinto Fault, the San Andreas Fault, and the Elsinore Fault. The major source of potential earthquake damage to the area is from activity along the San Jacinto Fault. However, a major earthquake associated with any of these faults could result in moderate to severe groundshaking in the area. Damage to buildings and infrastructure could be expected as a result of groundshaking during a seismic event. The extent and impact of the groundshaking would depend upon several factors, including the particular fault, fault location, distance from the City and magnitude of the earthquake.

The *General Plan EIR* determined that with implementation of recommended mitigation measures, potential impacts associated with geology and soils would be reduced to a less than significant level. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified.

Future development associated with the proposed project could expose people or structures to adverse effects involving strong seismic ground shaking. In general, the City regulates development (and reduces potential seismic impacts) under the requirements of the *California Building Code* (*CBC*) (refer to *Municipal Code* Chapter 8.20, California Building Code), the Alquist-Priolo Earthquake Fault Zoning Act, local land use policies, *Municipal Code* Title 9, Planning and Zoning, and project specific mitigation measures. The effects of ground shaking would be sufficiently mitigated for buildings designed and constructed in conformance with current building codes and engineering standards. Compliance with the recommended mitigation measures and the following *General Plan* Policies, which require all new development to comply with seismic safety standards, would be required.

Policy 6.1.1 Reduce fault rupture hazards to a level of acceptable risk through the identification and recognition of potentially hazardous conditions and areas as they relate to the San Jacinto Fault zone and the high and very high liquefaction hazard zones. Require geologic studies and mitigation for fault rupture hazards in accordance with the Alquist-Priolo Special Study Zones Act. Additionally, future geotechnical studies shall contain calculations for seismic settlement on all alluvial sites identified as having high or very high liquefaction potential. Should the calculations show a potential for liquefaction, appropriate mitigation shall be identified and implemented. (General Plan EIR Mitigation Measure GS1)

Policy 6.1.2 Require all new developments, existing critical and essential facilities and structures to comply with the most recent Uniform Building Code seismic design standards. (General Plan EIR Mitigation Measure GS2)

Therefore, future development anticipated by the proposed project would result in less than significant impacts regarding the exposure of people or structures to potential substantial adverse effects involving strong seismic ground shaking.

Mitigation Measures:

GEO-1 Prior to issuance of a Grading Permits, applicants of future developments shall prepare a Geologic and Soils Report addressing site conditions and potential risks involving seismic and geologic hazards, to the satisfaction of the Public Works Department. The Report shall specifically identify potential seismic and

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geologic hazards and recommend measures to reduce potential safety impacts. Copies of the Report shall be submitted to Public Works at the time of Grading Plan submittal.

GEO-2 Future development projects shall be designed and graded in accordance with recommendations set forth in the Geologic and Soils Report. The Grading Plan shall incorporate all recommendations to ensure compliance. These recommendations shall be specified in Grading Plans and verified during Plan check. Compliance with the Geologic and Soils Report shall be accomplished by conditioning the project, specifying measures on the Grading Plans, and conducting field inspections.

GEO-3 Prior to issuance of a Building Permit, applicants of future developments shall prepare a Geologic Report addressing site conditions and potential risks involving seismic and geologic hazards, to the satisfaction of the Building Department. The Geologic Report shall specifically identify potential seismic and geologic hazards and recommend measures to reduce potential safety impacts. Copies of the Geologic Report shall be submitted to the Building Department at the time of Building Plan submittal.

GEO-4 Future development projects shall be designed and constructed in accordance with recommendations set forth in the Geologic Report. The Building Plan shall incorporate all recommendations to ensure compliance. These recommendations shall be specified in Building Plans and verified during Plan check. Compliance with the Geologic Report shall be accomplished by conditioning the project, specifying measures on the Construction Plans, and conducting field inspections.

3) Seismic-related ground failure, including liquefaction?

Less Than Significant Impact With Mitigation Incorporated. Liquefaction is a process by which clay-free soil deposits, primarily sands and silts, temporarily lose strength during severe groundshaking and behave as a sticky liquid rather than a solid. Liquefaction occurs primarily in areas of recently deposited sands and silts and in areas of high groundwater levels. Poorly consolidated sediment and high groundwater levels occur most frequently in creekbeds and floodplains. Subsidence involves settlement of under-consolidated soils to form a quicksand-like condition below the ground surface. Subsidence involves settlement of under-consolidated soils that may occur during earthquake shaking. Lurching is the actual displacement or movement of the ground due to the passage of seismic waves.

According to the *General Plan EIR*, the City has seen no evidence of liquefaction events occurring in the community nor has any geotechnical report recently submitted to the City identified liquefaction hazards. However, the Riverside County General Plan has identified a range of liquefaction susceptibility in Moreno Valley from very low with deep groundwater in the northern and eastern portions of the community to very high with shallow groundwater generally west of Perris Boulevard. *General Plan EIR* Figure 5.6-2, Seismic Hazards, identifies areas of potential liquefaction within the City. The area south of Alessandro Boulevard between Heacock Street and Perris Boulevard is identified as having liquefaction potential. This area may include parcels located within the project area. Future development of residential and non-residential uses is anticipated to occur on vacant and underutilized land within the project area, which could expose people or structures to adverse effects involving liquefaction.

The *General Plan EIR* identifies an area in the southeastern portion of the planning area as having experienced subsidence in the past. However, the area is located within the San Jacinto Wildlife Area and/or within the designated floodplain. It was concluded that no significant impact associated with subsidence is anticipated to occur within areas of the City anticipated for future development. Further, the City is not anticipated to experience lurching associated with a seismic event.

As stated, the City regulates development (and reduces potential seismic impacts) under the requirements of the *California Building Code* (*CBC*) (refer to *Municipal Code* Chapter 8.20, California Building Code), the Alquist-Priolo Earthquake Fault Zoning Act, local land use policies, *Municipal Code* Title 9, Planning and Zoning, and project specific mitigation measures. The effects of liquefaction would be sufficiently mitigated for buildings designed and

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constructed in conformance with current building codes and engineering standards. Compliance with Mitigation Measures GEO-1 through GEO-4 and General Plan Policies 6.1.1 and 6.1.2, identified above, would be required. Therefore, future development anticipated by the proposed project would result in less than significant impacts regarding the exposure of people or structures to potential substantial adverse effects involving liquefaction.

Mitigation Measures: Refer to Mitigation Measures GEO-1 through GEO-4. No additional mitigation measures are required.

4) Landslides?

No Impact. Seismically-induced landslides occur in areas where steep slopes, unstable geologic features, and/or seismic activity combine to upset the force of gravity and cause earth to move down a hillside. Due to the project area's flat topography, future development associated with the proposed project is not subject to seismic induced landslides. No impacts would occur in this regard.

Mitigation Measures: No mitigation measures are required.

b) Result in substantial soil erosion or the loss of topsoil?

Less Than Significant Impact. Clearing and grading for construction associated with future developments anticipated by the proposed project could expose soils to minimal short-term erosion by wind and water, and loss of topsoil. Grading plans for proposed residential and non-residential developments would include an approved drainage and erosion control plan to minimize the impacts from erosion and sedimentation during grading. Additionally, project sites encompassing an area of one or more acres would require compliance with a National Pollutant Discharge Elimination System (NPDES) permit and consequently the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP); refer to Response 4.16.d. Given that future developments would be subject to compliance with *Municipal Code* Chapter 8.10, Stormwater/Urban Runoff Management and Discharge Controls, as well as NPDES requirements for erosion control, grading, and soil remediation, less than significant impacts are anticipated in this regard.

Mitigation Measures: No mitigation measures are required.

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in an on-site or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

No Impact. Landslides, mudslides, rock falls, and soil creep are phenomena earth scientists refer to as "mass wasting." The movement may be rapid (landsliding, rock fall), or gradual (soil creep). These geologic hazards occur in areas where steep slopes, unstable geologic features, heavy rainfall, and/or or seismic activity combine to upset the force of gravity and cause earth to move down a hillside. The project area is relatively flat. Thus, impacts resulting from landslides, mudslides, rock falls, and soil creep or not anticipated to occur. Refer to Response 4.6.a.3. regarding liquefaction, subsidence, and/or lurching.

Mitigation Measures: No mitigation measures are required.

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?

Less Than Significant Impact With Mitigation Incorporated. Expansiveness refers to the potential to swell and shrink with repeated cycles of wetting and drying and is a common feature of fine-grained clayey soils. This wetting and drying causes damage due to differential settlement within buildings and other improvements. According to the *General Plan EIR*, some of the soils within the City have poor to fair stability and are considered to be potentially

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expansive. Therefore, future development within the project area could be located on expansive soils, creating risk to life or property, unless proper engineering techniques are implemented. Due to the conceptual nature of the future development, proposals would require individual assessments of potential geological impacts, including expansion potential. The effects of expansive soils would be sufficiently mitigated for buildings designed and constructed in conformance with current building codes and engineering standards. Compliance with General Plan policies and recommended mitigation, which establish requirements for site-specific geologic and soils studies, and use of the most current professional standards in building design, would be required. Therefore, the development anticipated by the proposed project would result in less than significant impacts involving expansive soils.

Mitigation Measures: Refer to Mitigation Measures GEO-1 through GEO-4. No additional mitigation measures are required.

e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

No Impact. Sewers are available throughout the City for the disposal of wastewater; thus, use of septic tanks or alternative wastewater disposal systems would not occur.

Mitigation Measures: No mitigation measures are required.

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4.7 GREENHOUSE GASES

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?		✓		
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?		✓		

GREENHOUSE GASES

Greenhouse gases (GHGs) are gases in the atmosphere that absorb and emit radiation. The greenhouse effect traps heat in the troposphere through a three-fold process, summarized as follows: short wave radiation emitted by the Sun is absorbed by the Earth; the Earth emits a portion of this energy in the form of long wave radiation; and GHGs in the upper atmosphere absorb this long wave radiation and emit this long wave radiation into space and toward the Earth. This "trapping" of the long wave (thermal) radiation emitted back toward the Earth is the underlying process of the greenhouse effect. The main GHGs in the Earth's atmosphere are water vapor, carbon dioxide (CO_2), methane (CH_4), nitrous oxide (N_2O), ozone (O_3), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulfur hexafluoride (SF_6).

Direct GHG emissions include emissions from construction activities, area sources, and mobile (vehicle) sources. Typically, mobile sources make up the majority of direct emissions. Indirect GHG emissions are generated by incremental electricity consumption and waste generation. Electricity consumption is responsible for the majority of indirect emissions.

REGULATORY ENVIRONMENT

State

In June 2005, California's GHG emissions reduction targets were established in Executive Order S-3-05. The Executive Order established the following goals: GHG emissions should be reduced to 2000 levels by 2010; GHG emissions should be reduced to 1990 levels by 2020; and GHG emissions should be reduced to 80 percent below 1990 levels by 2050. California further solidified its dedication to reducing GHGs by setting a new Low Carbon Fuel Standard for transportation fuels sold within the State in 2007 with Executive Order S-1-07. Executive Order S-1-07 sets a declining standard for GHG emissions measured in CO_2 equivalent gram per unit of fuel energy sold in California.

In response to the transportation sector accounting for more than one-half of California's CO_2 emissions, Assembly Bill (AB) 1493 (AB 1493, Pavley) was enacted on July 22, 2002. AB 1493 required the California Air Resources Board (CARB) to set GHG emission standards for passenger vehicles, light duty trucks, and other vehicles whose primary use is noncommercial personal transportation in the State. Additionally, the California legislature enacted AB 32 (AB 32, Nuñez) in 2006 to further the goals of Executive Order S-3-05. AB 32 represents the first enforceable statewide program to limit GHG emissions from all major industries, with penalties for noncompliance.

The recommended approach for GHG analysis included in OPR's *CEQA and Climate Change: Addressing Climate Change Through California Environmental Quality Act Review* (June 19, 2008) release is to: (1) identify and quantify GHG emissions, (2) assess the significance of the impact on climate change, and (3) if significant, identify

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alternatives and/or mitigation measures to reduce the impact below a level of significance.[1] Neither the CEQA statute nor the *CEQA Guidelines* prescribe thresholds of significance or a particular methodology for performing an impact analysis; as with most environmental topics, significance criteria are left to the judgment and discretion of the lead agency.

Individual projects incrementally contribute toward the potential for global climate change on a cumulative basis in concert with all other past, present, and probable future projects. While individual projects are unlikely to measurably affect global climate change, each of these projects incrementally contributes toward the potential for global climate change on a cumulative basis, in concert with all other past, present, and probable future projects. The GHG analysis presented below analyzes whether the proposed project's emissions should be considered cumulatively significant.

Local

The City of Moreno Valley adopted their *Final Greenhouse Gas Analysis* in February 2012. The City has also prepared its *Draft Energy Efficiency and Climate Action Strategy* (*Draft EECAS*), dated April 2012, which incorporates the *Final Greenhouse Gas Analysis*. The *Draft EECAS* includes and expands upon GHG reduction measures included in the *Final Greenhouse Gas Analysis*. The *Final Greenhouse Gas Analysis* and the *Draft EECAS* indicate that the City aims to reduce GHG emissions to 1990 levels by 2020, following the State's GHG reduction target.

SIGNIFICANCE CRITERIA

At this time, there is no absolute consensus in the State of California among CEQA lead agencies regarding the analysis of global climate change and the selection of significance criteria. In fact, numerous organizations, both public and private, have released advisories and guidance with recommendations designed to assist decision-makers in the evaluation of GHG emissions given the current uncertainty regarding when emissions reach the point of significance. That being said, several options are available to lead agencies.

First, lead agencies may elect to rely on thresholds of significance recommended or adopted by state or regional agencies with expertise in the field of global climate change (see *CEQA Guidelines* Section15064.7(c)). However, to date, neither CARB nor South Coast air Quality Management District (SCAQMD) have adopted significance thresholds for GHG emissions for residential or commercial development under CEQA.[2] CARB has suspended all efforts to develop a threshold, and SCAQMD's threshold remains in draft form. Accordingly, this option (i.e., reliance on an adopted threshold) is not viable.

Second, lead agencies may elect to conclude that the significance of GHG emissions under CEQA is too speculative. However, this option is not viable due to the important focus on global climate change created by the various regulatory schemes and scientific determinations cited in this section.

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[1] State of California Governor's Office of Planning and Research, *CEQA and Climate Change: Addressing Climate Change Through California Environmental Quality Act Review*, June 19, 2008.

[2] Of note, in December 2009, the San Joaquin Valley Unified Air Pollution Control District adopted guidance for use by lead agencies in the valley, in assessing the significance of a project's GHG emissions under CEQA. The guidance relies on the use of performance-based standards, and requires that projects demonstrate a 29 percent reduction in GHG emissions, from business-as-usual, to determine that a project would have a less than significant impact. The guidance is for valley land use agencies and not applicable to areas outside the district. The Bay Area Air Quality Management District (BAAQMD) adopted its own GHG thresholds of significance on June 2, 2010. The threshold is based on quantitative standards including a per capita emission standard and project emission standard as well as a qualitative standard based on compliance with a qualified GHG reduction strategy. The BAAQMD thresholds are based on an analysis of local inventories of GHG emissions and local reduction programs; therefore, they would not be an appropriate basis for a GHG significance threshold in the City of Moreno Valley. Furthermore, On March 5, 2012 the Alameda County Superior Court issued a judgment finding that the BAAQMD had failed to comply with CEQA when it adopted the thresholds and the court issued a writ of mandate ordering the BAAQMD to set aside the thresholds and cease dissemination of them until the BAAQMD had complied with CEQA.

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Third, lead agencies may elect to use a zero-based threshold, such that any emission of GHGs is significant and unavoidable. However, the use of this type of threshold would indirectly truncate the analysis provided in CEQA documents and the mitigation commitments secured from new development, and could result in the preparation of extensive environmental documentation for even the smallest of projects, thereby inundating lead agencies and creating an administrative burden. Moreover, because the GHG analysis is a cumulative analysis, a zero based threshold would be inconsistent with *CEQA Guidelines* Section 15130(a)(3), which requires that cumulatively significant impacts, such as GHG emissions, be "cumulatively considerable", as defined by Section 15065(a)(3).

Fourth, lead agencies may elect to utilize their own significance criteria, so long as such criteria are informed and supported by substantial evidence. Recent amendments to the CEQA Guidelines, and specifically the addition of CEQA Guidelines Section 15064.4, subdivision (b), relate to the determination of a significance criterion:

> *"A lead agency should consider the following factors, among others, when assessing the significance of impacts from greenhouse gas emissions on the environment:*
>
> *(1) The extent to which the project may increase or reduce greenhouse gas emissions as compared to the existing environmental setting;*
> *(2) Whether the project emissions exceed a threshold of significance that the lead agency determines applies to the project;*
> *(3) The extent to which the project complies with regulations or requirements adopted to implement a statewide, regional, or local plan for the reduction or mitigation of greenhouse gas emissions. Such requirements must be adopted by the relevant public agency through a public review process and must reduce or mitigate the project's incremental contribution of greenhouse gas emissions. If there is substantial evidence that the possible effects of a particular project are still cumulatively considerable notwithstanding compliance with the adopted regulations or requirements, an EIR must be prepared for the project."*

CEQA Guidelines Appendix G has been revised to provide some guidance regarding the criteria that may be used to assess whether a project's impacts on global climate change are significant. The Appendix G environmental checklist form asks whether a project would: (i) generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment; or (ii) conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of GHGs.

Based on the above factors (and particularly the adopted addition of *CEQA Guidelines* Section 15064.4, subdivisions (b)(2) and (b)(3)), this analysis will rely on AB 32 implementation guidance (such as the CARB Scoping Plan) as a benchmark for purposes of this EIR and use the statute to inform their judgment as to whether the proposed project's GHG emissions would result in a significant impact (refer to *CEQA Guidelines*, §15064, subdivision [f][1]). Accordingly, the following significance criterion is used to assess impacts:

Will the project's GHG emissions impede compliance with the GHG emissions reductions mandated in AB 32?

The GHG emission levels will be analyzed to determine whether project approval would impede compliance with the GHG emissions reduction mandate established by the AB 32, which requires that California's GHG emissions limit be reduced to 1990 levels by 2020. As noted in the Scoping Plan,[3] a reduction of 15 percent below today's "business as usual" (BAU) levels is required to meet the goals of AB 32.[4] CARB approved the *Final Supplement to the AB 32 Scoping Plan Functional Equivalent Document*, on August 19, 2011, and updates the reduction to 16 percent below existing conditions. Therefore, should the project reduce its GHG emissions by 16 percent or greater from today's levels, impacts would be less than significant.

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[3] California Air Resources Board, *Climate Change Proposed Scoping Plan: A Framework for Change*, adopted December 2008.

[4] "Business as Usual" refers to emissions that would be expected to occur in the absence of GHG reductions. See http://www.arb.ca.gov/cc/inventory/data/forecast.htm. Note that there is significant controversy as to what BAU means. In determining the GHG 2020 limit, CARB used the above as the "definition." It is broad enough to allow for design features to be counted as reductions.

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IMPACT ANALYSIS

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Less Than Significant Impact With Mitigation Incorporated.

Greenhouse Gas Emissions – Business As Usual General Plan Buildout Year 2030

The BAU GHG emissions for the proposed project under the *General Plan* buildout year (2030) have been calculated. BAU refers to emissions that would be expected to occur in the absence of GHG reduction measures. The proposed project BAU GHG emissions include construction emissions, as well as GHG emissions from operations and forecast trip generation. The California Emissions Estimator Model (CalEEMod) computer model and outputs contained within the Appendix B, Greenhouse Gas Modeling Data, were used to calculate direct and indirect GHG emissions. GHG emissions associated with the proposed project are presented in *Table 4.7-1*, *Business As Usual GHG Emissions – General Plan Buildout Year 2030*. The SCAQMD currently does not have a GHG emissions significance threshold for construction activities. Additionally, as construction details are not available at this level of analysis, GHG emissions from construction activities have not been calculated.

Direct Sources of Greenhouse Gases

Area Source. Area source GHG emissions associated with operations of the proposed project would directly result in 5,505.65 $MTCO_2eq/yr$; refer to *Table 4.7-1*.

Mobile Source. The CalEEMod model relies upon specific land use data to calculate mobile source emissions. The proposed project would directly result in 76,694.45 metric tons of carbon dioxide equivalents[5] per year ($MTCO_2eq/yr$) of mobile source-generated GHG emissions; refer to *Table 4.7-1*.

Table 4.7-1
Business As Usual GHG Emissions – General Plan Buildout Year 2030

Source	CO_2	CH_4		N_2O		Total Metric Tons of CO_2eq[3]
	Metric Tons/yr[1]	Metric Tons/yr[1]	Metric Tons of CO_2eq[2]	Metric Tons/yr[1]	Metric Tons of CO_2eq[2]	
Area Source	5,418.21	2.54	53.34	0.11	34.10	5,505.65
Energy	22,738.43	0.82	17.22	0.39	120.90	22,876.55
Mobile Source	76,645.10	2.35	49.35	0.00	0.00	76,694.45
Solid Waste	929.60	54.94	1,153.74	0.00	0.00	2,083.34
Water Demand	3,271.42	17.28	362.88	0.48	148.80	3,783.10
Total Emissions[3]	***109,002.76***	***77.93***	***1,636.53***	***0.98***	***303.80***	***110,943.09***

Notes:
1. Emissions calculated using CalEEMod computer model.
2. CO_2 Equivalent values calculated using the EPA Website, *Greenhouse Gas Equivalencies Calculator*, http://www.epa.gov/cleanenergy/energy-resources/calculator.html, accessed January 2013.
3. Totals may be slightly off due to rounding.

Refer to Appendix B, Greenhouse Gas Modeling Data, for detailed model input/output data.

[5] Carbon Dioxide Equivalent (CO2eq) – A metric measure used to compare the emissions from various greenhouse gases based upon their global warming potential.

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Indirect Sources of Greenhouse Gases

Energy Consumption. Energy consumption emissions were calculated using the CalEEMod model and specific land use data. Electricity would be provided via Southern California Edison. The proposed project would indirectly result in 22,876.55 $MTCO_2eq/yr$ due to energy consumption; refer to *Table 4.7-1*.

Solid Waste. Solid waste associated with project-related operations would result in 2,083.34 $MTCO_2eq/yr$; refer to *Table 4.7-1*.

Water Demand. The water supply would be provided by groundwater and imported sources. Emissions from indirect energy impacts due to water supply would result in 3,783.10 $MTCO_2eq/yr$; refer to *Table 4.7-1*.

Total Project-Related Sources of Greenhouse Gases. As shown in *Table 4.7-1*, the total amount of project-related BAU GHG emissions for *General Plan* buildout year 2030 from direct and indirect sources combined would total 110,943.09 $MTCO_2eq/yr$.

Greenhouse Gas Emissions – CARB Consistency

Unmitigated GHG emissions (BAU) for the proposed project have been calculated consistent with CARB's updated baseline year noted within CARB's *Final Supplement to the AB 32 Scoping Plan Functional Equivalent Document*. Mitigated GHG emissions have also been calculated in order to determine whether the proposed project would reduce GHG emissions by at least 16 percent from existing condition BAU levels as required by CARB's *Final Supplement to the AB 32 Scoping Plan Functional Equivalent Document*. Mitigated emissions accounted for in the CalEEMod model and in *Table 4.7-2*, *Greenhouse Gas Emissions – CARB Consistency*, include the following *Draft EECAS* reduction measures as required by Mitigation Measure GHG-1:

- Install light colored "cool" roofs and cool pavements (*Draft EECAS* Measure C1).
- Require Energy Star equipment and appliances in new construction and renovations (*Draft EECAS* Measure C3).
- Specify no- or low-VOC materials (*Draft EECAS* Measure C4).
- Consider adopting a new energy efficiency ordinance requiring 10 to 15 percent reduction above Title 24 (*Draft EECAS* Measure C5).
- Implement low impact development practices that maintain existing hydrology of the site to manage storm water and protect the environment (*Draft EECAS* Measure C15).
- Integrate reuse and recycling into residential, industrial, institutional, and commercial projects (*Draft EECAS* Measure C24).
- Install water-efficient irrigation systems and devices, such as soil moisture-based irrigation controls and use water-efficient irrigation methods (*Draft EECAS* Measure C27).
- Reduce unnecessary outdoor lighting (*Draft EECAS* Measure C36).
- Promote use of low flow toilets for homes and businesses (*Draft EECAS* Measure C40).
- Review and update the landscape ordinance to continue lowering use of potable water for landscape irrigation (*Draft EECAS* Measure C41).
- Promote incentives for use of water efficient fixtures and fittings (*Draft EECAS* Measure C42).
- Incorporate water-reducing features into building and landscape design (*Draft EECAS* Measure C45).
- Design buildings to be water efficient. Install water-efficient fixtures and appliances (*Draft EECAS* Measure C46).
- Require 50 percent reduction in irrigation water usage. Limit turf use (*Draft EECAS* Measure C49).
- Work with developers to increase housing near transit through recently adopted mixed-use zones (*Draft EECAS* Measure C53).
- Explore reduced parking minimums required for mixed-use developments to encourage transit and non-motorized transportation (*Draft EECAS* Measure C57).

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- Explore greater flexibility with shared parking requirements (*Draft EECAS* Measure C58).
- Apply urban planning principles that encourage high density, mixed-use, walkable/bikeable neighborhoods, and coordinate land-use and transportation with open space systems and promote the efficient delivery of services and goods (*Draft EECAS* Measure C61).
- Explore trip reduction programs such as carpools/vanpools and preferential parking areas with City staff and other large employers (*Draft EECAS* Measure C73).
- Promote school rideshare programs to assist parents/students forming carpools (*Draft EECAS* Measure C74).
- Institute teleconference, telecommute and flexible work hour programs to reduce employee trips at the City and the private sector (*Draft EECAS* Measure C80).
- Encourage businesses to offer discounts for customers who use alternative modes of transportation (*Draft EECAS* Measure C83).
- Install energy efficient lighting (e.g., LED), heating and cooling systems, appliances, equipment, and control systems (*Draft EECAS* Measure C89).
- Implement programs to encourage and increase participation of diverted waste from landfills to meet or exceed state regulation requirements (*Draft EECAS* Measure C108).
- Develop shaded, protected, attractive, and accessible pedestrian paths of travel between building entrances and parking lots, sidewalks, adjacent properties, and public transportation stops (*Draft EECAS* Measure C121).

Table 4.7-2
Greenhouse Gas Emissions – CARB Consistency

Source	CO_2[1]	CH_4[1]		N_2O[1]		Total Metric Tons of CO_2eq[1,4]
	Metric Tons/yr[2]	Metric Tons/yr[2]	Metric Tons of CO_2eq[3]	Metric Tons/yr[2]	Metric Tons of CO_2eq[3]	
Unmitigated Emissions						
Area Source	5,418.21	2.66	55.86	0.11	34.10	5,508.17
Energy	22,378.43	0.82	17.22	0.39	120.90	22,516.55
Mobile Source	103,440.81	9.30	195.30	0.00	0.00	103,636.11
Solid Waste	929.60	54.94	1,153.74	0.00	0.00	2,083.34
Water Demand	3,271.42	17.28	362.88	0.48	148.80	3,783.10
Total Emissions[4]	*135,438.47*	*85.00*	*1,785.00*	*0.98*	*303.80*	*137,527.27*
Mitigated Emissions						
Area Source	4,906.60	0.38	7.98	0.09	27.90	4,942.48
Energy	18,579.46	0.67	14.07	0.33	102.30	18,695.83
Mobile Source	85,547.23	7.92	166.32	0.00	0.00	85,713.55
Solid Waste	464.80	27.47	576.87	0.00	0.00	1,041.67
Water Demand	2,775.43	13.83	290.43	0.39	120.90	3,186.76
Total Emissions[4]	*112,273.52*	*50.27*	*1,055.67*	*0.81*	*251.10*	*113,580.29*
Reduction Between Mitigated And Unmitigated Emissions	***17.41 %***					

Notes:
1. The calculated emissions differ from those presented in Table 4.7-1, Business As Usual GHG Emissions – General Plan Buildout Year 2013 as they have been adjusted to utilize a baseline year that is consistent with CARB's *Final Supplement to the AB 32 Scoping Plan Functional Equivalent Document*.
2. Emissions calculated using CalEEMod computer model.
3. CO_2 Equivalent values calculated using the EPA Website, *Greenhouse Gas Equivalencies Calculator*, http://www.epa.gov/cleanenergy/energy-resources/calculator.html, accessed January 2013.
4. Totals may be slightly off due to rounding.

Refer to Appendix B, Greenhouse Gas Modeling Data, for detailed model input/output data.

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Table 4.7-2 depicts the unmitigated (BAU) GHG emissions associated with the proposed project utilizing a baseline year consistent with CARB's *Final Supplement to the AB 32 Scoping Plan Functional Equivalent Document.* As seen in Table 4.7-2, Mitigation Measure GHG-1 would result in a 17.41 percent reduction from today's levels utilizing CARB's baseline year exceeding the required 16 percent requirement. Therefore, impacts would be less than significant in this regard.

Mitigation Measures:

GHG-1 Future development projects shall incorporate the following *Draft EECAS* reduction measures in order to reduce the project's operational GHG emissions to beyond CARB's required 16 percent reduction:

- Install light colored "cool" roofs and cool pavements (*Draft EECAS* Measure C1).
- Require Energy Star equipment and appliances in new construction and renovations (*Draft EECAS* Measure C3).
- Specify no- or low-VOC materials (*Draft EECAS* Measure C4).
- Consider adopting a new energy efficiency ordinance requiring 10 to 15 percent reduction above Title 24 (*Draft EECAS* Measure C5).
- Implement low impact development practices that maintain existing hydrology of the site to manage storm water and protect the environment (*Draft EECAS* Measure C15).
- Integrate reuse and recycling into residential, industrial, institutional, and commercial projects (*Draft EECAS* Measure C24).
- Install water-efficient irrigation systems and devices, such as soil moisture-based irrigation controls and use water-efficient irrigation methods (*Draft EECAS* Measure C27).
- Reduce unnecessary outdoor lighting (*Draft EECAS* Measure C36).
- Promote use of low flow toilets for homes and businesses (*Draft EECAS* Measure C40).
- Review and update the landscape ordinance to continue lowering use of potable water for landscape irrigation (*Draft EECAS* Measure C41).
- Promote incentives for use of water efficient fixtures and fittings (*Draft EECAS* Measure C42).
- Incorporate water-reducing features into building and landscape design (*Draft EECAS* Measure C45).
- Design buildings to be water efficient. Install water-efficient fixtures and appliances (*Draft EECAS* Measure C46).
- Require 50 percent reduction in irrigation water usage. Limit turf use (*Draft EECAS* Measure C49)
- Work with developers to increase housing near transit through recently adopted mixed-use zones (*Draft EECAS* Measure C53).
- Explore reduced parking minimums required for mixed-use developments to encourage transit and non-motorized transportation (*Draft EECAS* Measure C57).
- Explore greater flexibility with shared parking requirements (*Draft EECAS* Measure C58).
- Apply urban planning principles that encourage high density, mixed-use, walkable/bikeable neighborhoods, and coordinate land-use and transportation with open space systems and promote the efficient delivery of services and goods (*Draft EECAS* Measure C61).
- Explore trip reduction programs such as carpools/vanpools and preferential parking areas with City staff and other large employers (*Draft EECAS* Measure C73).
- Promote school rideshare programs to assist parents/students forming carpools (*Draft EECAS* Measure C74).
- Institute teleconference, telecommute and flexible work hour programs to reduce employee trips at the City and the private sector (*Draft EECAS* Measure C80).
- Encourage businesses to offer discounts for customers who use alternative modes of transportation (*Draft EECAS* Measure C83).

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- Install energy efficient lighting (e.g., LED), heating and cooling systems, appliances, equipment, and control systems (*Draft EECAS* Measure C89).
- Implement programs to encourage and increase participation of diverted waste from landfills to meet or exceed state regulation requirements (*Draft EECAS* Measure C108).
- Develop shaded, protected, attractive, and accessible pedestrian paths of travel between building entrances and parking lots, sidewalks, adjacent properties, and public transportation stops (*Draft EECAS* Measure C121).

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Less Than Significant Impact With Mitigation Incorporated. As previously discussed, the City has prepared its *Final Greenhouse Gas Analysis* and *Draft EECAS*, both of which have been developed to reduce GHG emissions within the City. The *Final Greenhouse Gas Analysis* and the *Draft EECAS* indicate that the City aims to reduce GHG emissions to 1990 levels by 2020, following the State's GHG reduction target.

The City's *Final Greenhouse Gas Analysis* includes a GHG inventory of community wide emissions. Sources of emissions include transportation, electricity and natural gas use, landscaping, water and wastewater pumping and treatment, and treatment and decomposition of solid waste. According to the *Final Greenhouse Gas Analysis*, the City's GHG emissions were estimated to be 939,639 $MTCO_2eq$ in 2007 and 920,712 $MTCO_2eq$ in 2010. The City has projected BAU GHG emissions for 2020 to be approximately 1,298,543 $MTCO_2eq$. With the implementation of GHG reduction measures, the City is projected to reduce its community-wide emissions to a total of 798,137 $MTCO_2eq$, which is 556 $MTCO_2eq$ below the 2020 reduction target. The City's *Final Greenhouse Gas Analysis* has been incorporated into the *Draft EECAS*.

The *Draft EECAS* is a policy document which identifies ways that the can reduce energy and water consumption and GHG emissions as an organization (its employees and the operation of its facilities), and outlines the actions that the City can encourage and community members can employ to reduce their own energy and water consumption and GHG emissions.[6] The *Draft EECAS* contains three components: Energy Efficiency, Climate Action, and Greenhouse Gas Analysis. The Energy Efficiency section's primary focus is to identify potential energy efficiency measures for the City as an organization, both those that have been implemented and those that could be implemented in the future. In addition, the *Draft EECAS* provides direction and policies to ensure the most effective, practical, and affordable, energy use practices are implemented. The focus of the Climate Action section is to promote measures similar to those identified in the Energy Efficiency section and additional measures that can be implemented by the community's residents and businesses to reduce GHG emissions on a community-wide basis. The *Draft EECAS* includes an analysis of existing and future GHG emissions community wide and provides a set of policies to guide efforts to reduce GHG emissions to meet or exceed State requirements without unduly compromising other community goals. The Greenhouse Gas Analysis section provides an overview of the City's *Final Greenhouse Gas Analysis*. The Energy Efficiency section applies to City owned and operated facilities and, therefore, doesn't apply to the proposed project, which would facilitate the development of residential and commercial uses. The focus of the Climate Action Strategy section is to promote measures similar to those identified in the Energy Efficiency section and additional measures that can be implemented by the community's residents and businesses to reduce GHG emissions on a community-wide basis. The Climate Action Strategy section includes an analysis of existing and future GHG emissions community wide and provides a set of policies to guide efforts to reduce GHG emissions to meet or exceed State requirements without unduly compromising other community goals. The reduction measures from the *Draft EECAS* applicable to the proposed project are discussed in Response 4.7.a, and as required by Mitigation Measure GHG-1.

[6] It is noted that the *Draft EECAS* is in draft form for City Council review and comment, and has not yet been vetted through a public process or fulfilled the requirements of CEQA.

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The *Final Greenhouse Gas Analysis* and the *Draft EECAS* indicate that the City aims to reduce GHG emissions to 1990 levels by 2020, following the State's AB 32 GHG reduction target. The proposed project would be required to implement GHG reduction measures contained within the *Final Greenhouse Gas Analysis* and the *Draft EECAS* (refer to Mitigation Measure GHG-1). With implementation of applicable *Greenhouse Gas Analysis* and the *Draft EECAS* GHG reduction measures, as discussed in Response 4.7.a, the proposed project would be consistent with the CARB's 16 percent required GHG reduction necessary to comply with the reduction goals of AB 32. Thus, the proposed project would also be consistent with the reduction goals of the *Greenhouse Gas Analysis* and *Draft EECAS*. Therefore, as the proposed project would be consistent with the City's *Final Greenhouse Gas Analysis* and *Draft EECAS* with implementation of Mitigation Measure GHG-1, impacts would be less than significant in this regard.

Mitigation Measures: Refer to Mitigation Measure GHG-1. No additional mitigation measures are required.

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4.8 HAZARDS AND HAZARDOUS MATERIALS

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			✓	
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?		✓		
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?		✓		
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				✓
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				✓
f. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				✓
g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?			✓	
h. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				✓

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Less Than Significant Impact. Future residential and commercial developments would likely involve the use of limited quantities of hazardous materials such as cleaning and degreasing solvents, fertilizers, pesticides, and other materials used in the regular maintenance of buildings and landscaping. However, no significant amounts of hazardous materials would be utilized, disposed of, or transported in conjunction with future residential developments. With proper use and disposal, household maintenance chemicals are not expected to create hazardous or unhealthful conditions to residents or the public.

Future commercial development may involve the routine transport, use, or disposal of hazardous materials. Due to the conceptual nature of the project, the types and quantities of hazardous substances utilized by the various types of potential future development within the project area would vary and, as a result, the nature of potential hazards would vary. Generally, the exposure of persons to hazardous materials could occur in the following manners: 1) improper handling or use of hazardous materials or hazardous wastes during construction or operation of future developments,

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particularly by untrained personnel; 2) an accident during transport; 3) environmentally unsound disposal methods; or 4) fire, explosion or other emergencies.

The proposed project would be subject to compliance with existing regulations, standards, and guidelines established by the EPA, State, County, and the City of Moreno Valley related to the storage, use, and disposal of hazardous materials. Both the Federal and State governments require any business, where the maximum quantity of a regulated substance exceeds the specified threshold quantity, register with the County as a manager of regulated substances and prepare a Risk Management Plan. The Risk Management Plan must contain an off-site consequence analysis, a five-year accident history, an accident prevention program, an emergency response program, and a certification of the truth and accuracy of the submitted information. Businesses would be required to submit their plans to the Certified Unified Program Agency (CUPA), which would make the plans available to emergency response personnel. The Risk Management Plan must identify the type of business, location, emergency contacts, emergency procedures, mitigation plans, and chemical inventory at each location.

While the risk of exposure to hazardous materials cannot be eliminated, measures can be implemented to reduce risk to acceptable levels. Adherence to existing regulations would ensure compliance with safety standards related to the use and storage of hazardous materials, and the safety procedures mandated by applicable Federal, State, and local laws and regulations, which would ensure that risks resulting from the routine transportation, use, storage, or disposal of hazardous materials or hazardous wastes associated with implementation of the proposed project would be less than significant.

Mitigation Measures: No mitigation measures are required.

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Less Than Significant Impact With Mitigation Incorporated.

Short-Term Impacts

One of the means through which human exposure to hazardous substance could occur is through accidental release. Incidents that result in an accidental release of hazardous substance into the environment can cause contamination of soil, surface water, and groundwater, in addition to any toxic fumes that might be generated. If not cleaned up immediately and completely, the hazardous substances can migrate into the soil or enter a local stream or channel causing contamination of soil and water. Human exposure of contaminated soil or water can have potential health effects on a variety of factors, including the nature of the contaminant and the degree of exposure.

Construction activities associated with future development could release hazardous materials into the environment through reasonably foreseeable upset and accident conditions. There is a possibility of accidental release of hazardous substances such as petroleum-based fuels or hydraulic fluid used for construction equipment. The level of risk associated with the accidental release of hazardous substances is not considered significant due to the small volume and low concentration of hazardous materials utilized during construction. The construction contractor for individual development projects would be required to use standard construction controls and safety procedures that would avoid and minimize the potential for accidental release of such substances into the environment. Standard construction practices would be observed such that any materials released are appropriately contained and remediated as required by local, State, and Federal law.

Demolition of Structures. Since future development would involve urban infill and development/redevelopment of vacant and/or underutilized land, existing structures would likely be demolished prior to construction of new buildings. Although, specific development projects have not been identified, it is assumed that older buildings would be demolished as new residential and commercial uses are developed. Demolition of structures could expose construction personnel and the public to hazardous substances such as asbestos containing materials (ACM) or

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lead-based paints (LBP), depending on the age of the structure. Further, the potential exists that construction activities may release potential contaminants that may be present in building materials (e.g., mold, lead, etc.). In addition, the disturbance of soils and demolition of structures could expose construction workers or employees to health or safety risks in the event contaminated structures and/or soils are encountered during construction. Exposure could occur from ACM or LBP in older buildings, or unknown contaminants that have not previously been identified. Federal and State regulations govern the renovation and demolition of structures where ACMs and LBPs are present.

The National Emission Standards for Hazardous Air Pollutants (NESHAP) mandates that building owners conduct an asbestos survey to determine the presence of ACMs prior to the commencement of any remedial work, including demolition (Mitigation Measure HAZ-1). If ACM material is found, abatement of asbestos would be required prior to any demolition activities. Also, if paint is separated from building materials (chemically or physically) during demolition of the structures, the paint waste would be required to be evaluated independently from the building material by a qualified Environmental Professional (HAZ-2). If lead-based paint is found, abatement would be required to be completed by a qualified Lead Specialist prior to any demolition activities. Compliance with Mitigation Measures HAZ-1 and HAZ-2 and SCAQMD Rule 1403 would reduce potential impacts associated with the demolition of structures to less than significant levels.

Current and Historic Uses. Future development within the project area could result in the conversion of vacant and/or underutilized land to residential and non-residential uses. Hazardous materials conditions may exist relating to historic commercial and industrial uses on these properties. Grading and excavation for future development could expose construction workers and the public to unidentified hazardous substances present in the soil or groundwater. Exposure of the public or the environment to hazardous substances is considered a potentially significant impact. Preparation of a formal Phase I Environmental Site Assessment (ESA) would be required on a project-by-project basis for any vacant, commercial, and industrial properties (current or historical) involving hazardous materials or waste (Mitigation Measure HAZ-3). The Phase I ESA would be prepared in accordance with ASTM Standard Practice E 1527-05 or the Standards and Practices for All Appropriate Inquiry (AAI), prior to any land acquisition, demolition, or construction activities. The Phase I ESA would identify specific Recognized Environmental Conditions (RECs), which may require further sampling/remedial activities by a qualified hazardous materials Environmental Professional with Phase II/site characterization experience. The Environmental Professional would identify proper remedial activities, if necessary. Therefore, with implementation of Mitigation Measure HAZ-3, potential construction-related accident conditions involving the release of hazardous materials into the environment, as a result of historic uses within the project area would be reduced to less than significant levels. Although remedial processes are yet to be determined (if necessary), remediation activities could also expose construction workers and the public to a variety of potentially hazardous materials. Site remediation activities are strictly controlled by local, state, and federal requirements. Toxic or hazardous materials would be handled in strict accordance with existing regulations, thus, resulting in less than significant impacts.

Despite compliance with Mitigation Measure HAZ-3, accidental conditions may arise during construction of future projects within the project area, if unknown wastes or suspect materials are discovered. In the event the contractor discovers unknown wastes or suspect materials, which are believed to involve hazardous wastes/materials, the contractor would be required to comply with Mitigation Measure HAZ-4, which instructs the contractor on how to proceed. Compliance with HAZ-4 would reduce potential impacts involving the accidental discovery of unknown wastes or suspect materials during construction to less than significant levels.

Long-Term Operational Impacts

Due to the conceptual nature of the proposed project, the amount of hazardous materials that would be utilized as part of long-term operations cannot be predicted. The analysis examines the potential nature and magnitude of risks associated with the accidental release of hazardous materials often used during operations of typical commercial development projects.

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Typical incidents that could result in accidental release of hazardous materials involve:

- Leaking storage tanks;
- Spills during transport;
- Inappropriate storage;
- Inappropriate use; and/or
- Natural disasters.

If not remediated immediately and completely, these and other types of incidents could cause contamination of soil, surface water, and groundwater, and toxic fumes. Depending on the nature and extent of the contamination, groundwater supplies could become unsuitable for use as a domestic water source. Human exposure to contaminated soil or water could have potential health effects depending on a variety of factors, including the nature of the contaminant and the degree of exposure.

Leaking Storage Tanks. Chemicals and wastes stored in aboveground or underground storage tanks would follow guidelines mandated by the Federal and State agencies. Aboveground tanks storing hazardous chemicals would have secondary containment to collect fluids that are accidentally released. Underground storage tanks and connecting piping would be double-walled and would have monitoring devices with alarms installed to constantly monitor for unauthorized releases in accordance with Federal and State standards. Applicable existing standards include the California Environmental Protection Agency's Aboveground Petroleum Storage Act, Cal/OSHA operational requirements, *California Health and Safety Code* Section 25270.7, and Fire Department regulations regarding the installation and operation of aboveground and underground tanks. These existing measures would minimize impacts to a less than significant level.

Off-Site Transport. Transportation of hazardous materials can result in accidental spills, leaks, toxic releases, fire, or explosion. The potential exists for licensed vendors to transport hazardous materials to and from the project area. Accidental releases would most likely occur along transport routes leading to and from the project site. Existing street setback requirements would minimize the direct damage that may occur from transportation-related hazardous waste spills. Additionally, the United States Department of Transportation (USDOT) Office of Hazardous Materials Safety prescribes strict regulations for the safe transportation of hazardous materials, as described in Title 49 of the Code of Federal Regulations, and implemented by Title 13 of the *CCR*. Appropriate documentation would be provided for all hazardous waste that is transported in connection with specific project-site activities, as required by existing hazardous materials regulations.

Future development associated with the proposed project would be subject to compliance with all applicable Federal, State, and local laws (including Title 49 of the *Code of Federal Regulations*) and regulations pertaining to the transport, use, disposal, handling, and storage of hazardous waste. Compliance with these regulations would reduce the likelihood and severity of accidents during transit, thereby ensuring that a less than significant impact would occur in this regard.

Storage and Handling. Hazardous materials must be stored in designated areas designed to prevent accidental release to the environment. *California Building Code* (*CBC*) requirements prescribe safe accommodations for materials that present a moderate explosion hazard, high fire or physical hazard, or health hazards. Compliance with all applicable Federal and State laws related to the storage of hazardous materials would be required to maximize containment and provide for prompt and effective clean-up, if an accidental release occurs, thereby ensuring that a less than significant impact would occur. As stated above, existing standards applying to the installation and operation of aboveground and underground storage tanks include the California Environmental Protection Agency's Aboveground Petroleum Storage Act, Cal/OSHA operational requirements, *California Health and Safety Code* Section 25270.7, and Fontana Fire Protection District regulations.

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Hazardous materials use would present a slightly greater risk of accident than hazardous materials storage. However, for those employees who would work with hazardous materials, the amount of hazardous materials that are handled at any one time are generally relatively small, reducing the potential consequences of an accident during handling. The Fire Department would respond to hazardous materials incidents. Major hazardous materials accidents associated with commercial uses are infrequent and additional emergency response capabilities are not anticipated to be necessary to respond to potential incidents that could result from the proposed project. In addition, the CUPA would require that any business, where the maximum quantity of a regulated substance exceeds the specified threshold quantity, register with the County as a manager of regulated substances and prepare a Risk Management Plan. A Risk Management Plan must contain an off-site consequence analysis, a five-year accident history, an accident prevention program, an emergency response program, and a certification of the truth and accuracy of the submitted information. Businesses submit their plans to the CUPA, which makes the plans available to emergency response personnel. The Risk Management Plan must identify the type of business, location, emergency contacts, emergency procedures, mitigation plans, and chemical inventory at each location.

In summary, compliance with the established regulatory framework and recommended mitigation would ensure that potential impacts are less than significant by requiring compliance with applicable laws and regulations that would reduce the risk of hazardous materials use, transportation, and handling through the implementation of established safety practices, procedures, and reporting requirements.

Mitigation Measures:

HAZ-1 Prior to demolition and/or rehabilitation activities, an asbestos survey shall be conducted by an Asbestos Hazard Emergency Response Act (AHERA) and Cal OSHA certified building inspector to determine the presence or absence of asbestos containing-materials (ACMs). If ACMs are located, abatement of asbestos shall be completed prior to any activities that would disturb ACMs or create an airborne asbestos hazard. Asbestos removal shall be performed by a State certified asbestos containment contractor in accordance with the South Coast Air Quality Management District (SCAQMD) Rule 1403.

HAZ-2 If paint is separated from building materials (chemically or physically) during demolition of structures, the paint waste shall be evaluated independently from the building material by a qualified Environmental Professional. If lead-based paint is found, abatement shall be completed by a qualified lead specialist prior to any activities that would create lead dust or fume hazard. Lead-based paint removal and disposal shall be performed in accordance with California Code of Regulation Title 8, Section 1532.1, which specifics exposure limits, exposure monitoring and respiratory protection, and mandates good worker practices by workers exposed to lead. Contractors performing lead-based paint removal shall provide evidence of abatement activities to the City Project Engineer.

HAZ-3 A formal Phase I Environmental Site Assessment (ESA) shall be prepared on a project-by-project basis for any vacant, commercial, and industrial properties involving hazardous materials or waste. The Phase I ESA shall be prepared in accordance with ASTM Standard Practice E 1527-05 or the Standards and Practices for All Appropriate Inquiry (AAI), prior to any land acquisition, demolition, or construction activities. The Phase I ESA would identify specific Recognized Environmental Conditions (RECs), which may require further sampling/remedial activities by a qualified hazardous materials Environmental Professional with Phase II/site characterization experience prior to land acquisition, demolition, and/or construction. The Environmental Professional shall identify proper remedial activities, if necessary.

HAZ-4 If unknown wastes or suspect materials are discovered during construction by the contractor that are believed to involve hazardous waste or materials, the contractor shall comply with the following:

- Immediately cease work in the vicinity of the suspected contaminant, and remove workers and the public from the area;
- Notify the City's Project Engineer;

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- Secure the area as directed by the Project Engineer; and
- Notify the implementing agency's Hazardous Waste/Materials Coordinator. The Hazardous Waste/Materials Coordinator shall advise the responsible party of further actions that shall be taken, if required.

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Less Than Significant Impact With Mitigation Incorporated. There is the potential for future development projects to be located within one-quarter mile of an existing school. As discussed above in Response 4.7.a, future development of vacant and/or underutilized sites could require remediation of existing contamination. Remediation activities, if any, would include the potential transport of hazardous materials to an approved landfill facility. Mitigation Measures HAZ-1 through HAZ-4, and compliance with applicable Federal, State, and local regulatory requirements pertaining to hazardous materials, would reduce potential impacts associated with the handling of hazardous materials during remedial activities (if any) to less than significant levels.

Future commercial developments are expected to utilize commercial products that could be considered hazardous materials. The secondary activities that would occur with residential and commercial developments (e.g., building and landscape maintenance) would also involve the use of hazardous materials. However, none of these activities would result in hazardous emissions or are considered acutely hazardous. Although the use of hazardous materials during project construction and operations has the potential to result in a health risk to the nearby school, the project is subject to compliance with provisions of the EPA, State, County, and the City of Moreno Valley related to the storage, use, and disposal of hazardous materials. As previously noted, both Federal and State governments require all businesses that handle more than a specified amount of hazardous materials to submit a business plan to a regulatory agency. A future development project's routine transport, use, and disposal of hazardous materials would be subject to a wide range of laws and regulations intended to minimize potential health risks associated with their use or accidental release. Compliance with existing regulations would reduce the risks associated with the exposure of sensitive receptors, including schools, to hazardous materials, to less than significant levels.

Mitigation Measures: Refer to Mitigation Measures HAZ-1 through HAZ-4. No additional mitigation measures are required.

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

No Impact. According to the California Department of Toxic Substances Control's EnviroStor database, the project area does not contain any sites on a list of hazardous materials sites compiled pursuant to *Government Code* Section 65962.5.[1] No impact would occur in this regard.

Mitigation Measures: No mitigation measures are required.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

No Impact. March Air Reserve Base is located southwest of the City, along Interstate 215. Located within two miles of portions of the project area, the Base is a joint-use airport operated by the March Air Reserve Base and the March Inland Port Airport Authority. The Air Force has developed an Air Installation Compatible Use Zone (AICUZ) program

[1] California Department of Toxic Substances Control, *Hazardous Waste and Substance Site List (CORTESE)*, http://www.envirostor.dtsc.ca.gov/public/mandated_reports.asp, accessed January 18, 2013.

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to promote compatible land uses in areas around the Base. The AICUZ maps areas of relative potential crashes into four categories: areas on or adjacent to the runway; areas within the clear zone; Accident Potential Zone (APZ) 1 and APZ II. The AICUZ establishes land use limitations within each of these areas.

General Plan EIR Figure 5.5-3, City Areas Affected by Aircraft Hazard Zones, identifies areas of the City located within one of the four AICUZ categories. Existing City zoning regulations limit development within the air crash hazard areas in accordance with the AICUZ program. The project area is not located within areas identified as being affected by aircraft hazards. Thus, future development within the project area would not result in safety hazards for people residing or working in the project area. No impact would occur in this regard.

Mitigation Measures: No mitigation measures are required.

f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?

No Impact. The project area is not located within the vicinity of a private airstrip; thus, the proposed project would not result in a safety hazard for people residing or working in the project area. No impact would occur in this regard.

Mitigation Measures: No mitigation measures are required.

g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Less Than Significant Impact. The City's *Emergency Operations Plan* (EOP) (July 2006) provides guidance for the City's response to extraordinary emergency situations associated with natural, man-made and technological disasters. The EOP has been developed in accordance with the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS). The City's Emergency Operations Center (EOC), located within the Public Safety Building, is a centralized location where emergency response actions can be managed and resource allocations and responses can be tracked and coordinated with the field, operational area, and State. The City has capabilities for an Alternative EOC located within the City Council Chambers, Conference and Recreation Center, or Senior Center.

The EOP identifies responsible agencies, emergency action checklists for hazard-specific responses, and operational data, including listings of resources, key personnel, and essential facilities. The unpredictability of the impact of any disaster on existing streets and highways makes evacuation route designation difficult. Although the routes to be used for an evacuation would depend upon the location of the incident, assuming major streets and freeways are functional, generally the routes would include major arterials and regional routes.

The proposed project anticipates the construction of residential and non-residential uses on parcels that are currently vacant and/or underutilized within the project area. Due to the conceptual nature of the future development, proposals would be analyzed individually in order to address changes in traffic patterns and circulation. As conditions for approval, each project would be required to meet all County Fire Department standards and regulations pertaining to emergency response access and evacuation procedures. With the City's continued implementation of the EOP, and upon compliance with Fire Department guidelines, it is anticipated that future development anticipated by the proposed project would not physically interfere with an adopted emergency response plan or emergency evacuation plan.

Mitigation Measures: No mitigation measures are required.

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h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

No Impact. The City of Moreno Valley is subject to wildland fires. The City's *Local Hazard Mitigation Plan* (October 4, 2011) provides a detailed assessment of wildland fire risks within the City. Figure 5.5-2, Moreno Valley High Fire Area Map, identifies areas of the City located with high fire hazard areas. The project area is not located within a High Fire Hazard Area. Thus, future development within the project area would not expose people or structures to significant impacts associated with wildland fires. No impacts would occur in this regard.

Mitigation Measures: No mitigation measures are required.

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4.9 HYDROLOGY AND WATER QUALITY

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Violate any water quality standards or waste discharge requirements?			✓	
b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			✓	
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?			✓	
d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?		✓		
e. Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?		✓		
f. Otherwise substantially degrade water quality?			✓	
g. Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?		✓		
h. Place within a 100-year flood hazard area structures which would impede or redirect flood flows?		✓		
i. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				✓
j. Inundation by seiche, tsunami, or mudflow?				✓

a) Violate any water quality standards or waste discharge requirements?

Less Than Significant Impact. As part of Section 402 of the Clean Water Act, the U.S. Environmental Protection Agency (EPA) has established regulations under the National Pollution Discharge Elimination System (NPDES) program to control direct storm water discharges. In California, the State Water Resources Control Board (SWRCB) administers the NPDES permitting program and is responsible for developing NPDES permitting requirements. The NPDES program regulates industrial pollutant discharges, which include construction activities. The SWRCB works in coordination with the Regional Water Quality Control Boards (RWQCB) to preserve, protect, enhance, and restore water quality. The City is located in the jurisdiction of the Santa Ana RWQCB.

General Plan Conservation Element, Objectives 7.1 and 7.2 and their associated policies are included to limit potential water quality impacts to surface water and groundwater resources. *General Plan* Policy 7.2.2 requires all projects to comply with the discharge permit requirements of the Regional Water Quality Control Board.

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Short-Term Construction. Construction controls are separated from other water quality management because the measures are temporary and specific to the type of construction. Construction of future development projects within the project area has the potential to produce typical pollutants such as nutrients, heavy metals, pesticides and herbicides, toxic chemicals related to construction and cleaning, waste materials including wash water, paints, wood, paper, concrete, food containers and sanitary wastes, fuel, and lubricants. Generally, standard safety precautions for handling and storing construction materials can adequately reduce the potential pollution of stormwater by these materials. These types of standard procedures can be extended to non-hazardous stormwater pollutants such as sawdust, concrete washout, and other wastes.

In addition, grading activities can greatly increase erosion processes, leading to impacts on storm drains and sediment loading to storm runoff flows. Two general strategies are recommended to prevent soil materials from entering local storm drains. First, erosion control procedures should be implemented for those areas that must be exposed, and secondly, any development site should be secured to control off-site transport of pollutants.

Future development within the project area could impact water quality resulting in a significant impact. However, future development within the project area would be required to comply with the NPDES permit program. To obtain authorization for discharges of stormwater from construction sites, a Construction General Permit (99-08-DWQ, Effective July 1, 2010) must be obtained for large and small construction activities that result in a total land disturbance of equal to or greater than one acre. Permit coverage is required from the "commencement of construction activities" until "final stabilization." The goal of this permit is to minimize the discharge of stormwater pollutants from construction activity.

To comply with the NPDES requirements, a Notice of Intent (NOI) would need to be prepared and submitted to the California State Water Resources Control Board providing notification and intent to comply with the State of California general permit. Prior to construction, a Storm Water Pollution Prevention Plan (SWPPP) is required for the construction activities on-site. A copy of the SWPPP must be available and implemented at the construction site at all times. The SWPPP outlines the source control and/or treatment control BMPs that would avoid or mitigate runoff pollutants at the construction site. The latest permit is a risk based permit with permit requirements increasing with increasing risk. Each project would be required to assess their risk level prior the development of the SWPPP document. BMPs are identified in the California Stormwater Best Management Practice Handbook - Construction Activity.

Individual development projects would be required to comply with *Municipal Code* Section 8.21.170, National Pollutant Discharge Elimination System (NPDES), which is consistent with the NPDES requirements, including implementation of appropriate BMPs to control stormwater runoff so as to prevent any deterioration of water quality. Following compliance with the City's *General Plan* and requirements of the NPDES and the *Municipal Code*, project implementation would not violate any water quality standards or waste discharge requirements associated with short-term construction activities. Impacts would be less than significant in this regard.

Long-Term Operations. The Municipal Storm Water Permitting Program regulates storm water discharges from municipal separate storm sewer systems (MS4s). MS4 permits were issued in two phases: Under Phase I, for medium (serving between 100,000 and 250,000 people) and large (serving 250,000 people) municipalities, and Phase II, for smaller municipalities. Under Phase I, the RWQCB have adopted NPDES storm water permits for medium and large municipalities, most of which are issued to a group of co-permittees encompassing an entire metropolitan area. The MS4 permits require the discharger to develop and implement a Storm Water Management Plan/Program with the goal of reducing the discharge of pollutants to the maximum extent practicable (MEP). MEP is the performance standard specified in Section 402(p) of the Clean Water Act. The management programs specify what BMPs would be used to address certain program areas.

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On January 29, 2010, the Santa Ana RWQCB issued municipal storm water NPDES permit (Order No. R8-2010-0033) to the County of Riverside, including the City of Moreno Valley as Co-Permittee of Riverside County. The newly adopted permit requires the Permittees to update the existing Riverside County Drainage Area Management Plan (DAMP) and incorporate new Low Impact Development (LID) principles and address hydromodification.

Individual developments within the City of Moreno Valley would be required to adhere to the updated DAMP (New Development/Significant Redevelopment Program (Section G) of the Permit), which fulfills the requirements of the Santa Ana Regional Water Quality Board Municipal NPDES Stormwater permit, Order No. R8-2010-0011.

Significant Redevelopment and New Development require the preparation, approval, and implementation of a project-specific Water Quality Management Plan (WQMP). Significant Redevelopment is defined as the addition or creation of 5,000 or more square feet of impervious surface on an existing developed site. Where Significant Redevelopment results in less than a 50 percent increase in existing impervious surfaces, and the existing development site obtained land use approvals before the adoption of the WQMP, the WQMP applies only to the addition and not the entire site. If the redevelopment results in more than a 50 percent increase in impervious area, then a WQMP is required for the entire site. Mitigation for water quality impacts would be required on a project-by-project basis. The new permit would require additional LID measures that address Hydrologic Conditions of Concerns, which would be required on priority projects in addition to identified BMPs.

Future development projects would be required to prepare a WQMP, which would be specific to the expected pollutants that would be present in the stormwater flow from the project site after completion of construction. The WQMP would be required to include site design, source control, and treatment control BMPs to address the specific pollutants anticipated from the project and project site, and would detail the specific operation and maintenance of each BMP. Compliance with an approved Water Quality Management Plan or current analysis/reporting requirements would be a condition of any required planning approval and all additional required items as indicated by the Department of Public Works at the time of submittal.

Following compliance with the City's *General Plan* and requirements of the NPDES and City's *Municipal Code*, project implementation would not violate any water quality standards or waste discharge requirements associated with long-term operations. Impacts would be less than significant in this regard.

Mitigation Measures: No mitigation measures are required.

b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?

Less Than Significant Impact. The project area is located within the Perris North Groundwater Basin. Groundwater depth ranges from approximately 100 feet to 150 feet below ground surface. There are currently few domestic uses for groundwater in the watershed as the City primarily relies upon imported water.

Future development within the project area would occur on vacant and/or underutilized land, potentially depleting the amount of water that would infiltrate to the groundwater table. The *General Plan EIR* determined that potential impacts to groundwater supplies would be less than significant as domestic water supplies are not reliant on groundwater as a primary source. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified. Impacts would be less than significant in this regard.

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Mitigation Measures: No mitigation measures are required.

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?

Less Than Significant Impact. Future development within the project area would occur on vacant and/or underutilized land, altering the existing drainage pattern of the site or area. Localized alterations to the existing drainage patterns of the development sites could occur due to project-related grading and increases in the amount of impermeable surfaces on the respective sites from structures and other improvements (i.e., parking lots, driveways, and other hardscapes). The *General Plan EIR* determined that potential drainage impacts would be less than significant with implementation of recommended mitigation (Mitigation Measures HW1 through HW3, Policies 5.4.2, 6.2.5, and 7.2.2, respectively). Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified.

The project area is primarily developed and/or surrounded by existing development. The proposed project is not anticipated to substantially alter the existing drainage pattern of the site, resulting in substantial erosion or siltation on- or off-site or alter the course of a stream or river. Due to the conceptual nature of future development, site specific proposals would require individual assessments of potential drainage impacts associated with the specific site development. Soil disturbance would temporarily occur during project construction due to earth-moving activities such as excavation and trenching for foundations and utilities, soil compaction and moving, cut and fill activities, and grading. Disturbed soils would be susceptible to high rates of erosion from wind and rain, resulting in sediment transport via stormwater runoff from the project sites. Future development projects would be subject to compliance with the requirements set forth in the NPDES Storm Water General Construction Permit for construction activities; refer to Response 4.9.a. Compliance with the NPDES, including preparation of a SWPPP would reduce the volume of sediment-laden runoff discharging from individual sites. Therefore, project implementation would not substantially alter the existing drainage pattern of the site such that substantial erosion or siltation would occur. Impacts would be reduced to a less than significant level.

Mitigation Measures: No mitigation measures are required.

d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?

Less Than Significant Impact With Mitigation Incorporated. Future development within the project area would occur on vacant and/or underutilized land, altering the existing drainage pattern of the site or area. Localized alterations to the existing drainage patterns of the development sites could occur due to project-related grading and increases in the amount of impermeable surfaces on the respective sites from structures and other improvements (i.e., parking lots, driveways, and other hardscapes). The *General Plan EIR* determined that potential drainage impacts would be less than significant with implementation of recommended mitigation. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified.

Increases in storm runoff could exceed the capacity of the existing drainage system, potentially creating localized flooding. Storm runoff would be augmented by nuisance water flows from development, further contributing to street flooding. The anticipated development would increase the demands on the City's drainage system. In general, the development would increase impervious (paved) surfaces, thus, reducing the amount of water that would normally infiltrate into the soil. Due to the conceptual nature of future development, site-specific proposals would require

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individual assessments of potential drainage impacts associated with the specific site development. *General Plan* Policy 6.2.5 requires all components of the City's storm drain system to conform to Riverside County Flood Control and Water Conservation District master drainage plans and the requirements of the Federal Emergency Management Agency (*General Plan EIR* Mitigation Measure HW-2). As part of *General Plan EIR* Mitigation Measure HW2, drainage facilities would be designed and constructed with sufficient capacity to safely convey additional stormwater flows. Thus, compliance with the *Moreno Valley Municipal Code* and Mitigation Measure HW-1 would ensure that drainage system capacity impacts are reduced to a less than significant level.

Mitigation Measures:

HW-1 All components of the City's storm drain system shall conform to Riverside County Flood Control and Water Conservation District master drainage plans and the requirements of the Federal Emergency Management Agency.

(Source: *General Plan EIR* Mitigation Measure HW2)

e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

Less Than Significant Impact With Mitigation Incorporated. Refer to Responses 4.8.a. and 4.8.d.

Mitigation Measures: Refer to Mitigation Measure HW-1. No additional mitigation measures are required.

f) Otherwise substantially degrade water quality?

Less Than Significant Impact. Refer to Response 4.8.a.

Mitigation Measures: No mitigation measures are required.

g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?

Less Than Significant Impact With Mitigation Incorporated. General Plan Figure 6-4, Flood Hazards, identifies areas of the City within the 100-year flood zone. A small area within the project between Elsworth and Frederick Streets, north of Alessandro Boulevard is identified as being within the 100-year flood zone with no base flood elevation determined.

The *General Plan EIR* determined that potential impacts associated with future development within the 100-year flood hazard area would be less than significant with implementation of mitigation. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified.

Future development within the 100-year flood hazard area would be required to design and construct drainage facilities with sufficient capacity to safely convey stormwater flows and ensure that no habitable structure would be placed within a 100-year floodplain as shown on the FEMA Insurance Rate Maps consistent with *General Plan* Policy 6.2.5 (*General Plan EIR* Mitigation Measure HW2). Compliance with Mitigation Measure HW-1 would reduce potential impacts to a less than significant level.

Mitigation Measures: Refer to Mitigation Measure HW-1. No additional mitigation measures are required.

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h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?

Less Than Significant Impact With Mitigation Incorporated. Refer to Response 4.9.g.

Mitigation Measures: Refer to Mitigation Measure HW-1. No additional mitigation measures are required.

i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?

No Impact. *General Plan* Figure 6-4, Flood Hazards, identifies areas of the City located within a dam inundation area. The project area is not identified as being located within a potential inundation area due to failure of the Lake Perris Dam. No impact would occur in this regard.

Mitigation Measures: No mitigation measures are required.

j) Inundation by seiche, tsunami, or mudflow?

No Impact. A seiche is an oscillation of a body of water in an enclosed or semi-enclosed basin, such as a reservoir, harbor, lake, or storage tank. A tsunami is a great sea wave, commonly referred to as a tidal wave, produced by a significant undersea disturbance such as tectonic displacement of a sea floor associated with large, shallow earthquakes. Mudflows result from the downslope movement of soil and/or rock under the influence of gravity.

Housing Element Calculation 4 Area and the CC rezone site are located approximately 2.5 miles northwest of Lake Perris. Due to the distance from the project area and intervening landscape, a seiche associated with Lake Perris would not impact the project area. Additionally, the project area is not located within proximity to the ocean and therefore, would not be subject to tsunami impacts. The project area and surrounding areas are relatively flat and the project area is not positioned directly downslope from an area of potential mudflow. No impacts would occur in this regard.

Mitigation Measures: No mitigation measures are required.

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4.10 LAND USE AND PLANNING

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Physically divide an established community?				✓
b. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?			✓	
c. Conflict with any applicable habitat conservation plan or natural community conservation plan?			✓	

a) Physically divide an established community?

No Impact. The proposed project would create Mixed-Use Overlay Districts to implement the Vision Plan for the Alessandro Boulevard Corridor and increase the maximum permitted density to 30 dwelling units per acre in specified areas of the City and Housing Element Calculation 4 Area, while adding commercial square footage on the CC rezone site. Future development and improvements would primarily occur within the Alessandro Boulevard Corridor, with the exception of the Housing Element Calculation 4 Area and the CC rezone site, which are located in the southwestern portion of the City. Within the Alessandro Boulevard corridor, future development would replace vacant and/or underutilized lands with residential and non-residential uses and would involve the redevelopment/reuse of existing developed sites. However, these sites are within developed areas of the City. Implementation of the proposed project would facilitate well-designed mixed-use, development projects that are consistent and compatible with existing neighborhoods and commercial areas and would encourage the development of a unique district character that would provide better connectivity and compatibility of uses throughout the corridor. Future development of Housing Element Calculation 4 Area and the CC rezone site with residential and commercial uses would be consistent with existing residential and intuitional uses within the area. Thus, project implementation would not physically divide an established community or lessen access to community amenities.

Mitigation Measures: No mitigation measures are required.

b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

Less Than Significant Impact. The City's General Plan and Zoning Districts currently allow for residential development at a maximum density of 30 dwelling units per acre. Project implementation would amend the General Plan Land Use and Zoning Maps to designate specific parcels for the Residential: Maximum 30 dwelling units per acre designation consistent with the Housing Element Objective 8.13, in compliance with State housing element law and specifically the Regional Housing Needs Assessment (RHNA). The Housing Element includes the following Policy and Program to provide opportunities for higher-density residential development:

Policy 8.13.1: Designate land appropriately zoned for the development of higher density housing.

Program 8.24: Process General Plan Amendment to apply R-30 zoning to designated sites or alternative sites of equivalent acreage.

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Project implementation would allow for additional residential development within the project area when compared to the residential development potential allowed under the current General Plan designations. However, development within the project area was anticipated by the *General Plan* and development would be consistent with overall *General Plan* growth projections. Project implementation would allow for the future development of 3,560 residential units within Housing Element Calculation 3, 4, and 5 Areas. The proposed changes in land use and zoning are considered a less than significant impact given that they are necessary in order to meet the City's allocated RHNA needs and the overall growth was anticipated in the *General Plan*.

The proposed Mixed-Use Overlay Districts would implement the Vision Plan for the Alessandro Boulevard Corridor. The Zoning Map would be amended to include the Mixed-Use Overlay classifications and the Zoning code would be amended to add new chapters and revise existing sections and chapters to address the new Mixed-Use Overlay Districts. The Mixed-Use Overlay Districts would allow for a mix of residential and non-residential development, allowing for the future development of 6,375 new residential units and 931,858 square feet of commercial uses. The Mixed-Use Overlay Districts would provide regulations to implement the goals and policies of the *General Plan*, the Alessandro Boulevard Corridor Vision Plan, and other similar long-range planning documents aimed at encouraging mixed-use development within the City.

The Housing Element Calculation 4 Area would allow for the future development of 913 new residential units, while the CC rezone site would convert 21.74 acres from a General Plan Designation of R5 to Commercial with a proposed 236,750 square feet of commercial space; a zone change would also be processed. This newly created commercial acreage could provide amenities to existing and future residents in the area and would also complement the commercial center located at the intersection of Iris Avenue and Perris Boulevard. The proposed commercial designation is also consistent with adjacent General Plan Commercial land use designations at the intersection of Iris Avenue and Perris Boulevard. Thus, impacts would be less than significant in this regard.

Mitigation Measures: No mitigation measures are required.

c) Conflict with any applicable habitat conservation plan or natural community conservation plan?

Less Than Significant Impact. Refer to Response 4.4.f.

Mitigation Measures: No mitigation measures are required.

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4.11 MINERAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				✓
b. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				✓

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

No Impact. According to the *General Plan EIR*, no regionally or statewide significant mineral resources are located within the General Plan planning area. Thus, implementation of the proposed project would not result in the loss of availability of a significant mineral resource, and no impact to mineral resources would occur.

Mitigation Measures: No mitigation measures are required.

b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

No Impact. There are no mineral resources located within the City and the City's General Plan Land Use Map does not designate any land for mineral resources. The proposed project would not result in the loss of availability of a locally-important mineral resource recovery site. No impacts would occur in this regard.

Mitigation Measures: No mitigation measures are required.

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4.12 NOISE

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?		✓		
b. Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?		✓		
c. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?		✓		
d. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?		✓		
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?		✓		
f. For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?		✓		

The following analysis has been tiered from Section 5.4, Noise, of the *City of Moreno Valley General Plan Final Program Environmental Impact Report* (*General Plan EIR*), adopted in July 2006.

a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Less Than Significant Impact With Mitigation Incorporated.

Construction

According to the *General Plan EIR*, implementation of the General Plan would result in additional development which would generate noise during construction activities. The *General Plan EIR* states that construction would result in noise levels ranging from 70 dBA to 105 dBA at a distance of 50 feet. Although construction activities will result in a noise impact at such locations, this impact will be short-term and will cease upon completion of construction. The temporary nature of the impact in conjunction with existing city regulations on hours of operation will lessen the potential of a significant impact due to construction noise. However, noise sensitive land use located adjacent to construction sites may be significantly impacted by future construction in the planning area as a result of groundborne noise levels and vibration, noise levels that exceed existing standards, and excessive temporary or periodic increases in the ambient noise level. *General Plan EIR* Mitigation Measures N5 and N10 will reduce these impacts to a level less than significant.

Construction associated with the proposed project would likely result in exposure of persons to or generation of noise levels in excess of standards established in the *General Plan* or *Noise Ordinance*. Project implementation would be consistent with the analysis and conclusions presented in the *General Plan EIR*, and future development projects would be required to implement *General Plan EIR* Mitigation Measures N5 and N10 (restated as Mitigation Measures

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NOI-2 and NOI-6 below) which limit construction activities and associated noise impacts. Therefore, potential impacts were fully analyzed in the *General Plan EIR* and no new or different impacts would result from the proposed project. Thus, with mitigation and compliance with the Noise Ordinance, project implementation would result in a less than significant impact involving the exposure of persons to or generation of construction-related noise levels.

Vehicular Operations

The *General Plan EIR* indicates that future development would generate additional traffic that will increase noise levels along roadways. According to the *General Plan EIR*, sections of Alessandro Boulevard would generate noise levels in excess of 75 dBA at 50 feet from the roadway. This is considered to be a significant impact, as these noise levels would result in a permanent increase in the ambient noise levels. The *General Plan EIR* concluded that implementation of Mitigation Measures N1, N2, N6, N7, and N9 would reduce mobile source noise impacts to less than significant levels.

According to the *Alessandro Boulevard Corridor Implementation Project Traffic Impact Analysis*, the proposed project would generate a net increase of approximately 45,915 average daily trips (ADT). These additional trips would result in elevated traffic noise levels along Alessandro Boulevard and other roadways within the project vicinity. The additional traffic and associated traffic noise generated by the proposed project has been considered in the *General Plan EIR*. Therefore, it is anticipated that project implementation would result in noise levels in excess of 75 dBA at 50 feet from Alessandro Boulevard, and would result in a permanent increase in the ambient noise levels. Therefore, with implementation of *General Plan EIR* Mitigation Measures N6, N7, and N9 (restated as Mitigation Measures NOI-3 through NOI-5 below) would reduce project-related mobile source noise impacts to less than significant levels by minimizing truck noise, requiring insulation for residential uses, and complying with Title 24 building standards. Note that *General Plan EIR* Mitigation Measures N1 and N2 do not apply to the proposed project, as they are specific to single-family residential uses and residential uses along SR-60, which are not proposed as part of the project.

Stationary Source Operations

The *General Plan EIR* states that *General Plan* implementation may result in excessive noise generated by non-residential projects (i.e., industrial uses, commercial uses, restaurants, and bars). The *General Plan EIR* considers these stationary noise sources to be potentially significant due to the proximity of residents and other sensitive land uses. The *General Plan EIR* requires acoustical analyses to be conducted for projects that could potentially affect residential and other sensitive uses. The *General Plan EIR* concluded that impacts would be reduced to less than significant levels with implementation of *General Plan EIR* Mitigation Measures N4, N7, and N9.

The proposed project would allow for the development of 1,168,608 square feet of commercial uses throughout the corridor. Specific commercial uses to be constructed are not known at this level of planning. However, it is anticipated that some commercial uses could result in substantial noise impacts to adjacent sensitive receptors. Therefore, the proposed project would be required to implement *General Plan EIR* Mitigation Measures N4, N7, and N9 (restated as Mitigation Measures NOI-1, NOI-4, and NOI-5 below), which would reduce noise impacts by evaluating commercial and industrial activities, requiring insulation for residential uses, and complying with Title 24 building standards. Thus, the proposed project would be consistent with the *General Plan EIR* and would not result in new or additional impacts.

Mitigation Measures:

NOI-1 New commercial and industrial activities (including the placement of mechanical equipment) shall be evaluated and designed to mitigate noise impacts on adjacent uses.

(Source: *General Plan EIR* Mitigation Measure N4, *General Plan* Policy 6.5.1)

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NOI-2 Construction activities shall be operated in a manner that limits noise impacts on surrounding uses.

(Source: *General Plan EIR* Mitigation Measure N5, *General Plan* Policy 6.5.2)

NOI-3 The City shall reevaluate designated truck routes in terms of noise impact on existing land uses to determine if those established routes and the hours of their use should be adjusted to minimize exposure to truck noise.

(Source: *General Plan EIR* Mitigation Measure N6, *General Plan* Program 6-3)

NOI-4 The following uses shall require mitigation to reduce noise exposure where current or future exterior noise levels exceed 20 CNEL above the desired interior noise level:

a. New single-family and multiple-family residential buildings shall be insulated to achieve an interior noise level of 45 CNEL or less. Such buildings shall include sound-insulating windows, walls, roofs, and ventilation systems. Sound barriers shall also be installed (e.g. masonry walls or walls with berms) between single-family residences and major roadways.
b. New libraries, hospitals, and extended medical care facilities, places of worship and office uses shall be insulated to achieve interior noise levels of 50 CNEL or less.
c. New schools shall be insulated to achieve interior noise levels of 45 CNEL or less.

(Source: *General Plan EIR* Mitigation Measure N7, *General Plan* Policy 6.3.1)

NOI-5 The City shall enforce the California Administrative Code, Title 24 noise insulation standards for new multi-family housing developments, motels, and hotels.

(Source: *General Plan EIR* Mitigation Measure N9, *General Plan* Policy 6.3.5)

NOI-6 Building construction shall be prohibited between 8:00 p.m. and 6:00 a.m. during the week and 8:00 p.m. and 7:00 a.m. weekends and holidays.

(Source: *General Plan EIR* Mitigation Measure N10, *General Plan* Policy 6.3.6)

b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?

Less Than Significant Impact With Mitigation Incorporated. As discussed in Response 4.12.a, the *General Plan EIR* concluded that noise sensitive land uses located adjacent to construction sites may be significantly impacted by future construction as a result of groundborne noise levels and vibration. The *General Plan EIR* Mitigation Measures N5 and N10 were identified to reduce these impacts to a level less than significant.

The proposed project would also result in construction activities adjacent to sensitive receptors that result in excess groundborne noise levels and vibration. However, the proposed project would implement *General Plan EIR* Mitigation Measures N5 and N10 (restated as Mitigation Measures NOI-2 and NOI-5 above). Therefore, impacts would be reduced to less than significant levels and the proposed project would not result in any new or different impacts than those previously analyzed in the General *Plan EIR*.

Mitigation Measures: Refer to Mitigation Measures NOI-2 and NOI-6. No additional mitigation measures are required.

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c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

Less Than Significant Impact With Mitigation Incorporated. Refer to Response 4.12.a.

Mitigation Measures: Refer to Mitigation Measures NOI-1 and NOI-3 through NOI-5. No additional mitigation measures are required.

d) Result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above the levels existing without the project?

Less Than Significant Impact With Mitigation Incorporated. Refer to Response 4.12.a.

Mitigation Measures: Refer to Mitigation Measures NOI-2 and NOI-6. No additional mitigation measures are required.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

Less Than Significant Impact With Mitigation Incorporated. Small portions of the southwestern portion of the City are located within the 75, 65, and 60 CNEL noise contour impact areas of the March Reserve Air Base. Uses within those contours are acceptable or conditionally acceptable. To ensure that "conditionally acceptable" land uses are properly designed to avoid significant noise impacts associated with aircraft operations, *General Plan EIR* Mitigation Measures N3 and N8 are proposed. The *General Plan EIR* concluded that implementation of these measures will reduce the impact associated with aircraft operations to a level less than significant.

A portion of the westernmost area of the project area is located within the 60 and 65 CNEL contours. The proposed project would implement *General Plan EIR* Mitigation Measure N3 (Mitigation Measure NOI-7) to ensure less than significant impacts by discouraging residential development within the 65 CNEL contour area. Thus, the proposed project would be consistent with the *General Plan EIR* and would not result in new or additional impacts beyond those previously analyzed. Note that *General Plan EIR* Mitigation Measures N8 does not apply to the proposed project, as the project corridor is not located within the 70 CNEL contour.

Mitigation Measures:

NOI-7 Discourage residential uses where current or projected exterior noise due to aircraft over flights will exceed 65 CNEL.

(Source: *General Plan EIR* Mitigation Measure N3, Policy 6.3.2)

f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?

Less Than Significant Impact With Mitigation Incorporated. Refer to Response 4.12.e.

Mitigation Measures: Refer to Mitigation Measure NOI-7. No additional mitigation measures are required.

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4.13 POPULATION AND HOUSING

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			✓	
b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?			✓	
c. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?			✓	

a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

Less Than Significant Impact. A project could induce population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure). Implementation of the proposed project would not induce direct population growth in the City, because the project does not propose site-specific development. However, implementation of the proposed project is intended to accommodate and encourage housing development, in order to meet an existing and projected housing need as established through the Regional Housing Needs Assessment (RHNA) process. The State of California Department of Finance is responsible for developing the total State-wide new housing demand projection. With the State Department of Housing and Community Development, this demand is apportioned to each of the State's regions. The Southern California Association of Governments (SCAG) is responsible for allocating the region's projected new housing demand in each of its member jurisdictions through the RHNA process. The allocation takes into account factors such as market demand for housing, employment opportunities, the availability of suitable sites and public facilities, commuting patterns, type, and tenure of housing need, and others. The Housing Element contains policies and implementation programs that provide for housing development to accommodate the City's share of the regional housing need as identified in the RHNA prepared by SCAG.

The proposed project anticipates a net increase of 7,160 residential units within the project area. Assuming 100 percent occupancy and 3.783 persons per household[1], the population growth associated with the proposed project would be approximately 27,087 persons. This potential population growth would represent an increase of approximately 13.8 percent over the City's 2012 population estimate of 196,495 persons.

The *General Plan EIR* determined that implementation of the *General Plan* would not induce substantial population growth and impacts would be less than significant. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified.

[1] State of California, Department of Finance, *E-5 Population and Housing Estimates for Cities, Counties, and the State, 2011 and 2012, with 2010 Benchmark.* Sacramento, California, May 2012.

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The *General Plan* anticipates an additional 41,179 dwelling units and increase in population of 161,133 persons over existing conditions. Implementation of the proposed project would represent approximately 17.4 percent of the anticipated housing growth and 16.8 percent of the anticipated population growth identified by the *General Plan*.

Potential growth inducing impacts are also assessed based on a project's consistency with adopted plans that have addressed growth management from a local and regional standpoint. SCAG is the responsible agency for developing and adopting regional housing, population, and employment growth forecasts for local governments. SCAG's six-county region is organized into 14 subregions. The City of Moreno Valley is located within the Western Riverside Council of Governments (WRCOG) subregion.

SCAG's 2035 forecast population for the City of Moreno Valley is 255,200 persons, representing a population growth of approximately 111,187 persons (approximately 77 percent) over existing conditions. Thus, project implementation would be consistent with the growth anticipated for the City by SCAG.

In consideration of the project's consistency with SCAG's growth projections and the RHNA's underlying objective to provide the City's fair share of additional housing, and since the proposed project's growth forecast would not exceed the City's *General Plan* forecasts, the proposed project is consistent with the *General Plan*. A less than significant impact would occur in this regard.

Mitigation Measures: No mitigation measures are required.

b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

Less Than Significant Impact. The proposed project anticipates that future development would be accommodated within vacant and/or underutilized land. Project implementation would involve the removal of approximately 46 single-family dwellings. Therefore, future development on underutilized sites could displace existing housing and people, although, it is not anticipated to occur in substantial amounts. Further, the transition of uses from single-family to multi-family and/or non-residential uses would be based on market conditions and would occur over time, given that the project does not propose to acquire these existing residential properties through eminent domain. It is anticipated that existing and future residential development would provide adequate replacement housing within the community. Impacts relative to the displacement of existing housing are considered to be less than significant.

Mitigation Measures: No mitigation measures are required.

c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

Less Than Significant Impact. Refer to Response 4.12.b.

Mitigation Measures: No mitigation measures are required.

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4.14 PUBLIC SERVICES

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
1) Fire protection?			✓	
2) Police protection?			✓	
3) Schools?			✓	
4) Parks?			✓	
5) Other public facilities?			✓	

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

1) Fire protection?

Less Than Significant Impact. The City of Moreno Valley contracts with the Riverside County Fire Department to provide fire protection, fire prevention, and emergency services to its residents. The Department consists of a Fire Prevention and Administration Bureau located in the Public Safety Building at 22850 Calle San Juan de Los Lagos in the City of Moreno Valley's Civic Center and six fire stations throughout the community.

The *General Plan EIR* determined that potential impacts to fire protection services would be less than significant. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified.

The City's *General Plan* includes the following Objective and Policies to ensure adequate facilities and services, including fire protection, are provided.

Objective 2.14: Establish and implement comprehensive solutions to the financing of public facilities that adequately distribute costs based on the level of benefit received and the timing of development.

Policy 2.14.1: Conduct periodic review of public facilities impact mitigation fees in accordance with state statutes to ensure that the charges are consistent with the costs of improvements. Utilize the service and mitigation standards contained in the Moreno Valley General Plan as the basis for determining improvement costs.

Policy 2.14.2: Promote the establishment of benefit assessment districts, Mello-Roos Community Facilities Districts, tax increment financing, and other financing mechanisms in combination with programmed capital

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improvements to eliminate existing public service and facility gaps, and to provide necessary facilities in advance of the impacts created by development.

Policy 2.14.3: Review development projects for their impacts on public services and facilities including, but not necessarily limited to, roadways, water, sewer, fire, police, parks, and libraries and require public services or facilities to be provided at the standards outlined in the Moreno Valley General Plan and the standards of applicable service agencies.

Future development associated with implementation of the proposed project would increase the demand for fire protection services and may require improvements to existing facilities or increases in staffing and equipment. The environmental impacts associated with the provision of new or physically altered fire protection facilities would depend upon the location and nature of the proposed facilities, and would undergo separate environmental review pursuant to CEQA.

Due to the conceptual nature of future development, site-specific proposals would require individual assessments of potential impacts to fire protection services. The Riverside County Fire Department would review and comment on each individual site plan submitted, prior to approval. As part of the review, the Riverside County Fire Department would impose standard conditions of approval, including recommending mitigation, which would ensure that individual project impacts on fire protection services are reduced to a less than significant level. Additionally, residential and non-residential developments would be required to pay fire facilities development impact fees in accordance with the *Municipal Code*. Chapter 3.38.060, Fire facilities residential development impact fees, and Chapter 3.42.060, Fire facilities commercial and industrial development impact fees, require development projects to pay development impact fees for the purpose of acquiring, designing, constructing, improving, providing and maintaining fire services facilities provided for in the City's *General Plan* and its adopted Capital Improvement Program.

Implementation of *General Plan* Objectives and Policies related to fire protection, adherence to all standards and conditions, and payment of applicable fees would reduce potential impacts to fire protection services and facilities to a less than significant level.

Mitigation Measures: No mitigation measures are required.

2) Police protection?

Less Than Significant Impact. The City of Moreno Valley Police Department provides law enforcement services and coordinates the overall operations of the Police Department including patrol, traffic enforcement, crime prevention, detective unit, and special enforcement. The Police Department is located in the Public Safety Building at 22850 Calle San Juan de Los Lagos in the City of Moreno Valley's Civic Center. The department also uses satellite offices in strategic locations throughout the City.

The *General Plan EIR* determined that potential impacts to police protection services would be less than significant. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified.

The City's *General Plan* includes Objectives 2.14 and Policies 2.14.1, 2.14.2, and 2.14.3 to ensure adequate facilities and services, including police protection, are provided.

Future development associated with implementation of the proposed project would increase the demand for police protection services and may require improvements to existing facilities or increases in staffing and equipment. The environmental impacts associated with the provision of new or physically altered police protection facilities would

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depend upon the location and nature of the proposed facilities, and would undergo separate environmental review pursuant to CEQA.

Due to the conceptual nature of future development, site-specific proposals would require individual assessments of potential impacts to police protection services. Future development projects would be reviewed by the Police Department and would be required to adhere to all standards and conditions. Additionally, residential and non-residential developments would be required to pay police facilities development impact fees in accordance with the *Municipal Code*. Chapter 3.38.070, Police facilities residential development impact fees, and Chapter 3.42.070, Police facilities commercial and industrial development impact fees, require development projects to pay development impact fees for the purpose of acquiring, designing, constructing, improving, providing and maintaining police services facilities provided for in the City's *General Plan* and its adopted Capital Improvement Program.

Implementation of *General Plan* Objectives and Policies related to police protection, adherence to all standards and conditions, and payment of applicable fees would reduce potential impacts to police protection services and facilities to a less than significant level.

Mitigation Measures: No mitigation measures are required.

3) Schools?

Less Than Significant Impact. The project area, with the exception of Housing Element Calculation 4 Area, is located within the Moreno Valley Unified School District. Housing Element Calculation 4 Area is located within the Val Verde School District.

The *General Plan EIR* determined that potential impacts to schools would be less than significant. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified.

Future development of residential units would increase the City's student population, and may require new school facilities and/or improvements to existing facilities. The degree of impacts to schools would depend upon the size and location of the residential development and the existing condition of the school facilities serving the area. The environmental impacts associated with the provision of new or physically altered school facilities would depend upon the location and nature of the proposed facilities, and would undergo separate environmental review pursuant to CEQA.

Due to the conceptual nature of the future residential development, proposals would require individual assessments of potential impacts to public services, including demands on school facilities and services. As part of the development review process school districts assess Developer Fees against developments, in accordance with SB 50, in order to mitigate impacts resulting from the increased demand for school-related facilities and services. Therefore, impacts to school facilities would be mitigated to less than significant through payment of Developer Fees on a project specific basis. If necessary, additional mitigation would be required to reduce potential impacts to a less than significant level at the time of project specific approvals.

Mitigation Measures: No mitigation measures are required.

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4) Parks?

Less Than Significant Impact. The City's Parks and Community Services Department manages and provides maintenance services for City parks and facilities, and provides a wide range of recreation activities, programs, and services throughout the community. According to the City's *Parks, Recreation, and Open Space Comprehensive Master Plan* (September 2010), the City maintains 393.44 acres of parkland. Additionally, the City has access to regional recreation facilities and maintains joint-use agreements with the Moreno Valley and Val Verde Unified School Districts.

The City has an established goal of providing 3.0 acres of parkland per 1,000 residents (General Plan Policy 4.2.7). Based on an existing population of 196,495 persons[1], the City's existing parkland need is 589 acres. Thus, the City has a current parkland shortage of approximately 196 acres.

The *General Plan EIR* determined that potential impacts to parks and recreational facilities would be less than significant. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified.

The City's *General Plan* includes the following Policies, amongst others, to ensure adequate parks and recreational facilities and services are provided.

> Policy 2.14.3: Review development projects for their impacts on public services and facilities including, but not necessarily limited to, roadways, water, sewer, fire, police, parks, and libraries and require public services or facilities to be provided at the standards outlined in the Moreno Valley General Plan and the standards of applicable service agencies.
>
> Policy 4.2.3: Employ a multifaceted approach in the financing and acquisition, development and maintenance of parkland, including the financing of parklands through development fees, state and federal grant-in-aid programs, gifts and donations, and other sources.
>
> Policy 4.2.5: Work in conjunction with private and public school districts and other public agencies to facilitate the public use of school grounds and facilities for recreational activities. The City shall also encourage the development of park sites adjacent to school facilities to maximize recreational opportunities in Moreno Valley.
>
> Policy 4.2.7: The City level of service standard is 3 acres of developed parkland for every 1,000 new residents. Exceptions from this ratio may be made in exchange for extraordinary amenities of comparable economic value. Land not suitable for active recreation purposes may not be counted toward fulfilling parkland dedication requirements.
>
> Policy 4.2.11: Emphasize joint planning and cooperation with all public agencies as the preferred approach to meeting the parks and program needs of Moreno Valley citizens.
>
> > Policy 4.2.12: Include multi-functional spaces and facilities in parks to facilitate cultural events.
> >
> > Policy 4.2.17: Require new development to contribute to the park needs of the City.

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[1] State of California, Department of Finance, *E-5 Population and Housing Estimates for Cities, Counties, and the State, 2011 and 2012, with 2010 Benchmark*. Sacramento, California, May 2012.

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Future housing development associated with implementation of the proposed project would increase the demands for parkland and recreational facilities, and usage of existing facilities. Additionally, future housing development may require new parks or recreational facilities, and/or improvements to existing facilities. The environmental impacts associated with the provision of new or physically altered parks and recreational facilities would depend upon the location and nature of the proposed facilities, and would undergo separate environmental review pursuant to CEQA. Based on a potential population increase of 27,087 persons[2] associated with the anticipated residential development, the City would need an additional 81 acres of parkland.

Development of future housing, as anticipated by the proposed project, would be subject to compliance with *Municipal Code* Chapter 3.40, Dedication of Land for Park Facilities and Payment of In-Lieu Fees, which requires as a condition of approval of a final subdivision map, parcel map, building permit or occupancy permit, dedication of land, payment of a fee in-lieu thereof, or a combination of both, at the option of the City, for neighborhood and community park or recreational purposes. Future residential development would also be required to compliance with *Municipal* Code Section 3.38.090, Community/recreation center residential development impact fees, which requires any new residential dwelling unit to pay a fee for the purpose of acquiring, designing, constructing, improving, providing and maintaining recreation/community center facilities provided for in the City's *General Plan* and its adopted Capital Improvement Program or an adopted Master Plan of Parks and Recreation Facilities. Dedication of land or payment of in-lieu fees and payment of the community/recreation center development impact fee would reduce potential impacts to a less than significant level. Additionally, compliance with *General Plan* policies would assist in providing parkland and recreational facilities, further reducing potential impacts.

Mitigation Measures: No mitigation measures are required.

5) Other public facilities?

Less Than Significant Impact. The *General Plan EIR* determined that potential impacts to other public facilities would be less than significant. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified.

Due to the conceptual nature of the future development, proposals would require individual assessments of potential impacts to public services. Additionally, all development projects would be required to comply with Title 3, Revenue and Finance, of the City's Municipal Code, which establishes development impact fees for library facilities and materials and City Hall facilities, amongst others. Less than significant impacts to public facilities are anticipated with implementation of the proposed project.

Mitigation Measures: No mitigation measures are required.

[2] Based upon a net increase of 7,160 housing units and 3.783 persons per household obtained from the State of California, Department of Finance, *E-5 Population and Housing Estimates for Cities, Counties, and the State, 2011 and 2012, with 2010 Benchmark*. Sacramento, California, May 2012.

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4.15 RECREATION

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			✓	
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			✓	

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

Less Than Significant Impact. Refer to Response 4.14.a.4.

Mitigation Measures: No mitigation measures are required.

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

Less Than Significant Impact. Refer to Response 4.14.a.4.

Mitigation Measures: No mitigation measures are required.

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4.16 TRANSPORTATION/TRAFFIC

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?		✓		
b. Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?				✓
c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				✓
d. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			✓	
e. Result in inadequate emergency access?			✓	
f. Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?			✓	

The following analysis has been tiered from Section 5.2, Traffic/Circulation, of the *City of Moreno Valley General Plan Final Program Environmental Impact Report* (*General Plan EIR*), adopted in July 2006.

This section is based upon the Alessandro Boulevard *Corridor Implementation Project Traffic Impact Analysis* (*Traffic Impact Analysis*), November 2012, prepared by RBF Consulting for the proposed project; refer to Appendix C, Traffic Impact Analysis. The purpose of the *Traffic Impact Analysis* is to evaluate potential project impacts related to traffic and circulation in the vicinity of the project area. The evaluation considers impacts on local intersections, roadways, and regional transportation facilities. The following analysis scenarios are evaluated in this study:

- Existing Conditions
- Forecast Existing With Project Conditions
- Forecast General Plan Buildout Without Project Conditions
- Forecast General Plan Buildout With Project Conditions

STUDY AREA

This study evaluates operations at the following 34 roadway segments:

1. Alessandro Boulevard between I-215 Frontage Road and Day Street
2. Alessandro Boulevard between Day Street and Elsworth Street
3. Alessandro Boulevard between Elsworth Street and Frederick Street
4. Alessandro Boulevard between Frederick Street and Graham Street

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5. Alessandro Boulevard between Graham Street and Heacock Street
6. Alessandro Boulevard between Heacock Street and Indian Street
7. Alessandro Boulevard between Indian Street and Perris Street
8. Alessandro Boulevard between Perris Street and Kitching Street
9. Alessandro Boulevard between Kitching Street and Lasselle Street
10. Alessandro Boulevard between Lasselle Street and Morrison Street
11. Alessandro Boulevard between Morrison Street and Nason Street
12. Alessandro Boulevard between Nason Street and Oliver Street
13. Alessandro Boulevard between Oliver Street and Moreno Beach Drive
14. Alessandro Boulevard between Moreno Beach Drive and Quincy Street
15. Cactus Avenue west of Perris Street
16. Cactus Avenue east of Perris Street
17. Day Street north of Alessandro Boulevard
18. Frederick Street north of Alessandro Boulevard
19. Frederick Street south of Alessandro Boulevard
20. Heacock Street north of Alessandro Boulevard
21. Heacock Street south of Alessandro Boulevard
22. Perris Street north of Alessandro Boulevard
23. Perris Street south of Alessandro Boulevard
24. Perris Street north of Cactus Avenue
25. Perris Street south of Cactus Avenue
26. Perris Street south of Iris Avenue
27. Lasselle Street north of Alessandro Boulevard
28. Lasselle Street south of Alessandro Boulevard
29. Morrison Street north of Alessandro Boulevard
30. Morrison Street south of Alessandro Boulevard (future)
31. Nason Street north of Alessandro Boulevard
32. Nason Street south of Alessandro Boulevard
33. Moreno Beach Drive north of Alessandro Boulevard
34. Moreno Beach Drive south of Alessandro Boulevard

Exhibit 4.16-1, *Study Roadway Segment Locations*, illustrates the locations of the study intersections analyzed within the *Traffic Impact Analysis*.

ANALYSIS METHODOLOGY

Roadway Segment Analysis Methodology

Level of service (LOS) is commonly used as a qualitative description of roadway segment operation and is based on the capacity of the roadway segment and the volume of traffic using the roadway segment. The City of Moreno Valley utilizes the Volume-to-Capacity (V/C) analysis methodology to determine the operating LOS of the roadway segments.

The V/C analysis methodology describes the operation of a roadway segment using a range of LOS from LOS A (free flow conditions) to LOS F (severely congested conditions), based on the corresponding Volume/Capacity (V/C) ratios shown in *Table 4.16-1*, *V/C and LOS Ranges*.

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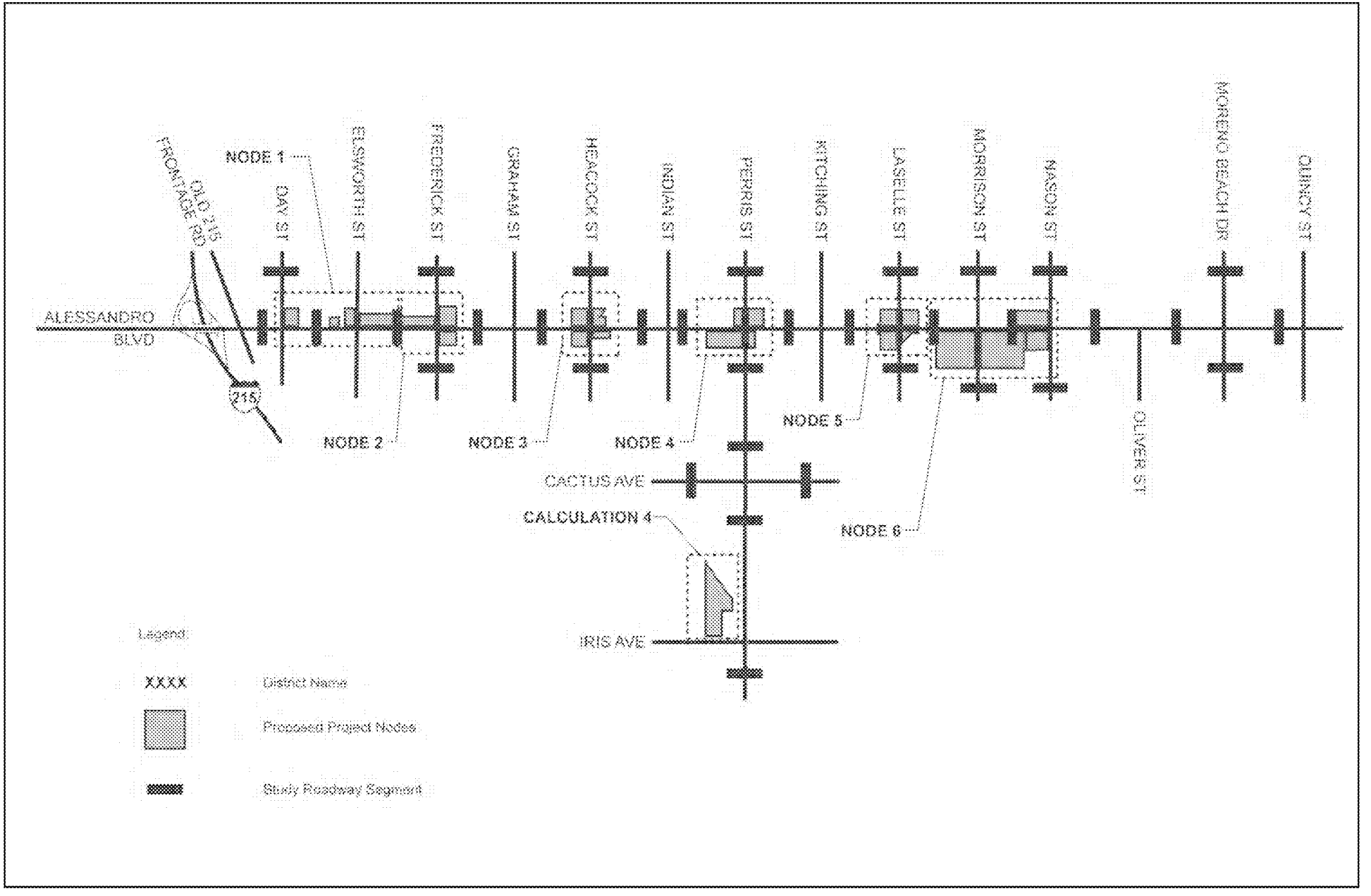

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Study Roadway Segment Locations

Exhibit 4.16-1

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Table 4.16-1
V/C and LOS Ranges

Roadway Segment	
V/C Ratio	LOS
≤ 0.60	A
> 0.61 ≤ 0.70	B
> 0.71 ≤ 0.80	C
> 0.81 ≤ 0.90	D
> 0.91 ≤ 1.00	E
> 1.00	F
Source: 1990 Transportation Research Board.	

The *City of Moreno Valley General Plan Circulation Element* recognizes that an LOS of C is optimal. However, it also allows peak hour levels of service in the LOS "D" range in certain locations. These locations include areas of high employment concentration, north/south roads in the vicinity of SR-60 or other locations in already developed areas of the City with geometric constraints that prevent LOS "C" from being achieved.

Generally, the capacity of a roadway is affected by a number of factors, including the street's width, the number of crossing arterials and collectors, the amount of green time give to the street at each signal, the presence or absence of on-street parking, the number of turning lanes at each intersection and the number of driveways.

The City of Moreno Valley roadway capacities used in this analysis to determine V/C ratios are shown in *Table 4.16-2*, *City of Moreno Valley Roadway Segment Classification and Capacity*.

Table 4.16-2
City of Moreno Valley Roadway Segment Classification and Capacity

Facility Type	Number of Lanes	LOS E Capacity (vehicles)
Divided Major Arterial	6	56,300
Divided Arterial	6	56,300
Divided Arterial	4	37,500
Arterial	4	25,000
Minor Arterial	4	25,000
Collector	2	12,500
Source: City of Moreno Valley Traffic Impact analysis Preparation Guide (August 2007).		

CITY OF MORENO VALLEY PERFORMANCE CRITERIA

The *City of Moreno Valley Circulation Element* recognizes that a LOS of C is optimal; however, LOS D is the acceptable performance at some locations within the City. The LOS Standards within the City are identified within the Circulation Element by roadway segment and are summarized in *Table 4.16-3*, *Study Roadway Segment Acceptable LOS Target*.

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Table 4.16-3
Study Roadway Segment Acceptable LOS Target

Roadway Segment		Acceptable LOS
1	Alessandro Boulevard between Old 215 Frontage Road & Day Street	D
2	Alessandro Boulevard between Day Street & Elsworth Street	D
3	Alessandro Boulevard between Elsworth Street & Frederick Street	D
4	Alessandro Boulevard between Frederick Street Graham Street	D
5	Alessandro Boulevard between Graham Street & Heacock Street	D
6	Alessandro Boulevard between Heacock Street & Indian Street	D
7	Alessandro Boulevard between Indian Street & Perris Street	D
8	Alessandro Boulevard between Perris Street & Kitching Street	D
9	Alessandro Boulevard between Kitching Street & Lasselle Street	D
10	Alessandro Boulevard between Lasselle Street & Morrison Street	D
11	Alessandro Boulevard between Morrison Street & Nason Street	D
12	Alessandro Boulevard between Nason Street & Oliver Street	C
13	Alessandro Boulevard between Oliver Street & Moreno Beach Drive	C
14	Alessandro Boulevard between Moreno Beach Drive & Quincy Street	C
15	Cactus Avenue west of Perris Street	C
16	Cactus Avenue east of Perris Street	C
17	Day Street north of Alessandro Boulevard	D
18	Frederick Street north of Alessandro Boulevard	C
19	Frederick Street south of Alessandro Boulevard	D
20	Heacock Street north of Alessandro Boulevard	D
21	Heacock Street south of Alessandro Boulevard	D
22	Perris Street north of Alessandro Boulevard	D
23	Perris Street south of Alessandro Boulevard	D
24	Perris Street north of Cactus Avenue	D
25	Perris Street south of Cactus Avenue	D
26	Perris Street south of Iris Avenue	D
27	Lasselle Street north of Alessandro Boulevard	D
28	Lasselle Street south of Alessandro Boulevard	D
29	Morrison Street north of Alessandro Boulevard	C
30	Morrison Street south of Alessandro Boulevard (future)	D
31	Nason Street north of Alessandro Boulevard	C
32	Nason Street south of Alessandro Boulevard	D
33	Moreno Beach Drive north of Alessandro Boulevard	D
34	Moreno Beach Drive south of Alessandro Boulevard	D

Source: *City of Moreno Valley Traffic Impact Analysis Preparation Guide*, August 2007.

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CITY OF MORENO VALLEY THRESHOLDS OF SIGNIFICANCE

Consistent with the General Plan Circulation Element traffic analysis, a significant impact would occur at roadway segments if implementation of the project would:

- Cause an increase in traffic that results in an LOS exceeding the City's LOS standards.

EXISTING ROADWAY SYSTEM

The project includes areas located along Alessandro Boulevard and near the Perris Boulevard/Iris Avenue. Major regional traffic is served by Interstate 215 (I-215) to the west, and State Route 60 (SR-60) to the north. Access to I-215 in the project vicinity is provided via interchanges at Alessandro Boulevard and Cactus Boulevard. Access to SR-60 in the project vicinity is provided via interchanges at Day Street, Frederik Street, Heacock Street, Perris Boulevard, Nason Street, and Moreno Beach Drive.

Alessandro Boulevard is an east-west roadway connecting the Moreno Valley area to the I-215 Freeway. Currently, Alessandro Boulevard varies in width from a two-lane divided roadway on the east end of the study area to a six-lane divided roadway on the west boundary of the study area near the I-215 Freeway. On-street parking is prohibited along Alessandro Boulevard in the study area. The City of Moreno Valley General Plan Circulation Element classifies Alessandro Boulevard within the study area as a six lane Divided Major Arterial.

EXISTING TRAFFIC CONDITIONS

Existing Conditions Peak Hour Traffic Volumes

To determine existing operation of the study roadways, City of Moreno Valley staff provided year 2006 average daily traffic (ADT) volumes for the study roadway segments. Existing data was not available on Alessandro Boulevard between Old 215 Frontage Road and Day Street, however, this location is analyzed in the General Plan Buildout conditions scenarios.

Exhibit 6 of the *Traffic Impact Analysis* (as provided in Appendix C), illustrates the existing ADT volumes at the study roadways and Exhibit 7 illustrates existing conditions roadway segment geometry.

Existing Conditions Roadway Segment LOS

Table 4.16-4, *Existing Conditions Roadway Segment ADT & LOS*, summarizes existing conditions roadway segment ADT volumes and corresponding LOS.

As indicated in *Table 4.16-4*, the study roadway segments are currently operating at an acceptable LOS according to the City of Moreno Valley performance criteria with the exception of the following four study roadway segments:

- Alessandro Boulevard between Kitching Street and Lasselle Street;
- Alessandro Boulevard between Oliver Street and Moreno Beach Drive;
- Moreno Beach Drive north of Alessandro Boulevard; and
- Moreno Beach Drive south of Alessandro Boulevard.

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Table 4.16-4
Existing Conditions Roadway Segment ADT & LOS

Study Roadway Segment	Roadway Geometry	LOS E Capacity	Acceptable LOS	Existing ADT	V/C Ratio	LOS
1. Alessandro Boulevard btwn Old 215 Frontage Road & Day Street	6D	56,300	D	N/A	N/A	N/A
2. Alessandro Boulevard btwn Day Street & Elsworth Street	5D	46,875	D	35,600	0.76	C
3. Alessandro Boulevard btwn Elsworth Street & Frederick Street	6D	56,300	D	31,300	0.56	A
4. Alessandro Boulevard btwn Frederick Street Graham Street	5D	46,875	D	39,000	0.83	D
5. Alessandro Boulevard btwn Graham Street & Heacock Street	5D	46,875	D	34,500	0.74	C
6. Alessandro Boulevard btwn Heacock Street & Indian Street	6D	56,300	D	30,000	0.53	A
7. Alessandro Boulevard btwn Indian Street & Perris Street	6D	56,300	D	23,000	0.41	A
8. Alessandro Boulevard btwn Perris Street & Kitching Street	4D	37,500	D	18,100	0.48	A
9. Alessandro Boulevard btwn Kitching Street & Lasselle Street	2D	12,500	D	16,600	**1.33**	**F**
10. Alessandro Boulevard btwn Lasselle Street & Morrison Street	2D	12,500	D	8,000	0.64	B
11. Alessandro Boulevard btwn Morrison Street & Nason Street	2D	12,500	D	8,400	0.67	B
12. Alessandro Boulevard btwn Nason Street & Oliver Street	2D	12,500	C	8,800	0.70	B
13. Alessandro Boulevard btwn Oliver Street & Moreno Beach Drive	2D	12,500	C	10,200	**0.82**	**D**
14. Alessandro Boulevard btwn Moreno Beach Drive & Quincy Street	2D	12,500	C	7,150	0.57	A
15. Cactus Avenue w/o Perris Street	4D	37,500	C	18,000	0.48	A
16. Cactus Avenue e/o Perris Street	4D	37,500	C	20,200	0.54	A
17. Day Street n/o Alessandro Boulevard	2D	12,500	D	8,600	0.69	B
18. Frederick Street n/o Alessandro Boulevard	4D	37,500	C	17,200	0.46	A
19. Frederick Street s/o Alessandro Boulevard	4D	37,500	D	8,500	0.23	A
20. Heacock Street n/o Alessandro Boulevard	4D	37,500	D	18,500	0.49	A
21. Heacock Street s/o Alessandro Boulevard	4D	37,500	D	16,000	0.43	A
22. Perris Street n/o Alessandro Boulevard	4D	37,500	D	27,300	0.73	C
23. Perris Street s/o Alessandro Boulevard	4D	37,500	D	24,800	0.66	B
24. Perris Street n/o Cactus Avenue	4D	37,500	D	24,800	0.66	B
25. Perris Street s/o Cactus Avenue	4D	37,500	D	23,600	0.63	B
26. Perris Street s/o Iris Avenue	6D	56,300	D	25,900	0.46	A
27. Lasselle Street n/o Alessandro Boulevard	2D	12,500	D	10,100	0.81	D
28. Lasselle Street s/o Alessandro Boulevard	4D	37,500	D	12,100	0.32	A
29. Morrison Street n/o Alessandro Boulevard	4D	37,500	C	1,200	0.03	A
30. Morrison Street s/o Alessandro Boulevard (future)	--	--	D	N/A	N/A	N/A
31. Nason Street n/o Alessandro Boulevard	2D	12,500	C	9,000	0.72	C
32. Nason Street s/o Alessandro Boulevard	4D	37,500	D	10,600	0.28	A
33. Moreno Beach Drive n/o Alessandro Boulevard	2D	12,500	D	14,900	**1.19**	**F**
34. Moreno Beach Drive s/o Alessandro Boulevard	2D	12,500	D	14,000	**1.12**	**F**

Notes: n/o = north of; s/o = south of; e/o = east of; w/o = west of; btwn = between; Deficient operation shown in **bold.**
N/A = Not Available.

a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?

Less Than Significant Impact With Mitigation Incorporated. The proposed project is creating mixed-use overlay districts to implement the Vision Plan for the Alessandro Boulevard Corridor and increasing the maximum permitted density in specified areas of the City to implement the Housing Element. Implementation of the proposed project would allow for the net reduction of 46 single-family residential units and 31,786 square feet of office uses and a net increase of 7,160 multi-family dwelling units and 171,501 square feet of commercial uses within specific areas of the City.

Project Trip Generation

To calculate trips forecast to be generated by the proposed land use, Institute of Transportation Engineers (ITE) trip generation rates were utilized. *Table 4.16-5*, *ITE Trip Rates for Displaced and Proposed Project Site Uses*, summarizes the ITE trip generation rates used to calculate the number of trips forecast to be generated by uses proposed and displaced by the proposed project.

Table 4.16-5
ITE Trip Rates for Displaced and Proposed Project Site Uses

Land Use (*ITE* Code)	Units	AM Peak Hour			PM Peak Hour			Daily Trip Rate
		In	Out	Total	In	Out	Total	
Single-Family Detached Housing (210)	Du	0.19	0.56	0.75	0.64	0.37	1.01	9.57
Apartment (220)	Du	0.10	0.41	0.51	0.40	0.22	0.62	6.65
Residential Townhouse (230)	Du	0.07	0.37	0.44	0.35	0.17	0.52	5.81
General Office (710)	tsf	1.36	0.19	1.55	0.25	1.24	1.49	11.01
Shopping Center (820)	tsf	0.61	0.39	1.00	1.83	1.90	3.73	42.94
Source: *2008 ITE Trip Generation Manual, 8th Edition.*								
Note: tsf = thousand square feet. du = dwelling unit.								

Table 4.16-6, *Forecast Trip Generation of Proposed Project*, summarizes the net trips forecast to be generated by the proposed project when accounting for proposed and displaced land uses.

As indicated in *Table 4.16-6*, when accounting for proposed and displaced land uses, the proposed project is forecast to generate approximately 45,915 net new daily trips, which includes 3,660 net new AM peak hour trips and 4,154 net new PM peak hour trips. Project trip distribution and assignment are provided in Appendix C.

Forecast Existing With Project Conditions

Forecast Existing With Project Conditions Traffic Volumes

Forecast existing with project conditions traffic volumes were derived by adding trips forecast to be generated by the proposed project to existing conditions traffic volumes. Exhibit 8 of the *Traffic Impact Analysis* (as provided in Appendix C) shows forecast existing with project conditions ADT volumes at the study roadways.

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Table 4.16-6
Forecast Trip Generation of Proposed Project

Location	AM Peak Hour Trips			PM Peak Hour Trips			Daily Trips
	In	Out	Total	In	Out	Total	
Node 1							
- 15 Single Family Dwelling Units	-3	-8	-11	-10	-6	-16	-144
- 177.881-tsf Shopping Center/Retail	-109	-69	-178	-326	-338	-664	-7,638
ITE 34% PM Pass-by Discount for Retail	0	0	0	111	115	226	226
542 Apartment Dwelling Units	54	222	276	217	119	336	3,604
136 Townhouse Dwelling Units	10	50	60	48	23	71	790
Node 1 Subtotal	**-48**	**195**	**147**	**40**	**-87**	**-47**	**-3,162**
Node 2							
575 Apartment Dwelling Units [1]	58	236	294	214	118	332	3,518
144 Townhouse Dwelling Units [1]	10	53	63	46	22	68	770
14.32-tsf General Office [1]	19	3	22	4	17	21	145
57.283-tsf Shopping Center/Retail [1]	35	22	57	98	101	199	2,263
ITE 34% PM Pass-by Discount for Retail	0	0	0	-33	-34	-67	-67
Node 2 Subtotal	**122**	**314**	**436**	**329**	**224**	**553**	**6,629**
Node 3							
- 70.677-tsf Shopping Center/Retail	-43	-28	-71	-129	-134	-263	-3,035
ITE 34% PM Pass-by Discount for Retail	0	0	0	44	46	89	89
377 Apartment Dwelling Units	38	155	193	151	83	234	2,507
94 Townhouse Dwelling Units	7	35	42	33	16	49	546
Node 3 Subtotal	**2**	**162**	**164**	**99**	**11**	**109**	**107**
Node 4							
- 273.757-tsf Shopping Center/Retail	-167	-107	-274	-501	-520	-1021	-11,755
ITE 34% PM Pass-by Discount for Retail	0	0	0	170	177	347	347
697 Apartment Dwelling Units	70	286	356	279	153	432	4,635
174 Townhouse Dwelling Units	12	64	76	61	30	91	1,011
Node 4 Subtotal	**-85**	**243**	**158**	**9**	**-160**	**-151**	**-5,762**
Node 5							
390 Apartment Dwelling Units [2]	39	160	199	136	75	211	2,283
97 Townhouse Dwelling Units [2]	7	36	43	30	14	44	496
24.350-tsf General Office [2]	33	5	38	5	26	31	236
97.400-tsf Shopping Center/Retail [2]	59	38	97	155	161	316	3,680
ITE 34% PM Pass-by Discount for Retail	0	0	0	-53	-55	-108	-108
Node 5 Subtotal	**138**	**239**	**377**	**273**	**221**	**494**	**6,587**
Node 6							
- 21 Single Family Dwelling Units	-4	-12	-16	-13	-8	-21	-201
- 31.786-tsf General Office	-43	-6	-49	-8	-39	-47	-350
2417 Apartment Dwelling Units [3]	242	991	1,233	899	495	1,394	14,948
604 Townhouse Dwelling Units [3]	42	223	265	196	96	292	3,263
263.712-tsf Shopping Center/Retail [3]	161	103	264	449	466	915	10,531
ITE 34% PM Pass-by Discount for Retail	0	0	0	-153	-158	-311	-311
Node 6 Subtotal	**398**	**1,299**	**1,697**	**1,370**	**852**	**2,222**	**27,880**

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Table 4.16-6 [continued]
Forecast Trip Generation of Proposed Project

Location	AM Peak Hour Trips			PM Peak Hour Trips			Daily Trips
	In	Out	Total	In	Out	Total	
Calculation Area 4							
- 10 Single Family Dwelling Units	-2	-6	-8	-6	-4	-10	-96
730 Apartment Dwelling Units [4]	73	299	372	254	140	394	4,224
183 Townhouse Dwelling Units [4]	13	68	81	56	27	83	925
236.750- tsf Shopping Center [4]	144	92	236	377	391	768	8,844
ITE 34% PM Pass-by Discount for Retail	0	0	0	-128	-133	-261	-261
Calculation Area 4 Subtotal	**228**	**453**	**681**	**553**	**421**	**974**	**13,636**
Proposed Project Total Forecast Net Trip Generation	**755**	**2,905**	**3,660**	**2,673**	**1,482**	**4,154**	**45,915**

Notes: tsf = thousand square feet.
1- Assumes the following internal trip capture reduction as calculated per ITE guidelines: 7% Reduction in p.m. peak hour trips, and 8% reduction in daily trips.
2 - Assumes the following internal trip capture reduction as calculated per ITE guidelines: 13% Reduction in p.m. peak hour trips, and 12% reduction in daily trips.
3 - Assumes the following internal trip capture reduction as calculated per ITE guidelines: 7% Reduction in p.m. peak hour trips, and 7% reduction in daily trips.
4 - Assumes the following internal trip capture reduction as calculated per ITE guidelines: 13% Reduction in p.m. peak hour trips, and 13% reduction in daily trips.

Forecast Existing With Project Conditions Roadway Segment LOS

Table 4.16-7, *Forecast Existing With Project Conditions Roadway Segment ADT & LOS*, summarizes forecast existing with project conditions roadway segment ADT volumes and corresponding LOS.

As indicated in *Table 4.16-7*, with the addition of project-generated trips, the following seven roadway segments are forecast to operate at a deficient LOS according to the City of Moreno Valley performance criteria for forecast existing with project conditions:

- Alessandro Boulevard between Kitching Street and Lasselle Street;
- Alessandro Boulevard between Lasselle Street and Morrison Street;
- Alessandro Boulevard between Oliver Street and Moreno Beach Drive;
- Perris Street south of Cactus Avenue
- Lasselle Street north of Alessandro Boulevard;
- Nason Street north of Alessandro Boulevard;
- Moreno Beach Drive north of Alessandro Boulevard; and
- Moreno Beach Drive south of Alessandro Boulevard.

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Table 4.16-7
Forecast Existing With Project Conditions Roadway Segment ADT & LOS

Study Roadway Segment	Roadway Geometry	LOS E Capacity	Acceptable LOS	Existing With Project ADT	V/C Ratio	LOS
1. Alessandro Boulevard btwn Old 215 Frontage Road & Day Street	6D	56,300	D	N/A	N/A	N/A
2. Alessandro Boulevard btwn Day Street & Elsworth Street	5D	46,875	D	37,744	0.81	D
3. Alessandro Boulevard btwn Elsworth Street & Frederick Street	6D	56,300	D	34,886	0.62	B
4. Alessandro Boulevard btwn Frederick Street Graham Street	5D	46,875	D	40,930	0.87	D
5. Alessandro Boulevard btwn Graham Street & Heacock Street	5D	46,875	D	36,430	0.78	C
6. Alessandro Boulevard btwn Heacock Street & Indian Street	6D	56,300	D	31,892	0.57	A
7. Alessandro Boulevard btwn Indian Street & Perris Street	6D	56,300	D	24,892	0.44	A
8. Alessandro Boulevard btwn Perris Street & Kitching Street	4D	37,500	D	23,296	0.62	B
9. Alessandro Boulevard btwn Kitching Street & Lasselle Street	2D	12,500	D	21,796	**1.74**	**F**
10. Alessandro Boulevard btwn Lasselle Street & Morrison Street	2D	12,500	D	14,112	**1.13**	**F**
11. Alessandro Boulevard btwn Morrison Street & Nason Street	2D	12,500	D	9,786	0.78	C
12. Alessandro Boulevard btwn Nason Street & Oliver Street	2D	12,500	C	8,974	0.72	C
13. Alessandro Boulevard btwn Oliver Street & Moreno Beach Drive	2D	12,500	C	10,374	**0.83**	**D**
14. Alessandro Boulevard btwn Moreno Beach Drive & Quincy Street	2D	12,500	C	8,006	0.64	B
15. Cactus Avenue w/o Perris Street	4D	37,500	C	22,844	0.61	B
16. Cactus Avenue e/o Perris Street	4D	37,500	C	21,742	0.58	A
17. Day Street n/o Alessandro Boulevard	2D	12,500	D	8,412	0.67	B
18. Frederick Street n/o Alessandro Boulevard	4D	37,500	C	20,846	0.56	A
19. Frederick Street s/o Alessandro Boulevard	4D	37,500	D	9,164	0.24	A
20. Heacock Street n/o Alessandro Boulevard	4D	37,500	D	18,560	0.49	A
21. Heacock Street s/o Alessandro Boulevard	4D	37,500	D	16,010	0.43	A
22. Perris Street n/o Alessandro Boulevard	4D	37,500	D	31,526	0.84	D
23. Perris Street s/o Alessandro Boulevard	4D	37,500	D	32,328	0.86	D
24. Perris Street n/o Cactus Avenue	4D	37,500	D	32,328	0.86	D
25. Perris Street s/o Cactus Avenue	4D	37,500	D	34,644	**0.92**	**E**
26. Perris Street s/o Iris Avenue	6D	56,300	D	29,450	0.52	A
27. Lasselle Street n/o Alessandro Boulevard	2D	12,500	D	14,712	**1.18**	**F**
28. Lasselle Street s/o Alessandro Boulevard	4D	37,500	D	14,992	0.40	A
29. Morrison Street n/o Alessandro Boulevard	4D	37,500	C	12,226	0.33	A
30. Morrison Street s/o Alessandro Boulevard (future)	--	--	D	N/A	N/A	N/A
31. Nason Street n/o Alessandro Boulevard	2D	12,500	C	17,490	**1.40**	**F**
32. Nason Street s/o Alessandro Boulevard	4D	37,500	D	13,026	0.35	A
33. Moreno Beach Drive n/o Alessandro Boulevard	2D	12,500	D	14,900	**1.19**	**F**
34. Moreno Beach Drive s/o Alessandro Boulevard	2D	12,500	D	14,682	**1.17**	**F**

Notes: n/o = north of; s/o = south of; e/o = east of; w/o = west of; btwn = between; Deficient operation shown in **bold.**
N/A = Not Available.

Forecast Existing With Project Conditions Recommended Improvements

The following improvements have been identified to fully reduce the forecast traffic impacts to a less than significant level at the deficient study roadway segments for forecast existing with project conditions:

- Alessandro Boulevard between Kitching Street and Lasselle Street – Widen/restripe Alessandro Boulevard between Kitching Street and Lasselle Street from a two-lane divided roadway to a four-lane Divided Arterial. This study roadway segment is classified as a six-lane Divided Major Arterial in the City of Moreno General Plan Circulation Element.

- Alessandro Boulevard between Lasselle Street and Morrison Street – Widen/restripe Alessandro Boulevard between Lasselle Street and Morrison Street from a two-lane divided roadway to a four-lane Divided Arterial. This study roadway segment is classified as a six-lane Divided Major Arterial in the City of Moreno General Plan Circulation Element.

- Alessandro Boulevard between Oliver Street and Moreno Beach Drive – Widen/restripe Alessandro Boulevard between Oliver Street and Moreno Beach Drive from a two-lane divided roadway to a four-lane Divided Arterial. This study roadway segment is classified as a six-lane Divided Major Arterial in the City of Moreno General Plan Circulation Element.

- Perris Street south of Cactus Avenue – Consistent with the City of Moreno Valley General Plan Circulation Element, widen/restripe Perris Street south of Cactus Avenue from a four-lane divided roadway to a six-lane Divided Major Arterial.

- Lasselle Street north of Alessandro Boulevard – Consistent with the City of Moreno Valley General Plan Circulation Element, widen/restripe Lasselle Street north of Alessandro Boulevard from a two-lane divided roadway to a four-lane Divided Arterial.

- Nason Street north of Alessandro Boulevard – Widen/restripe Nason Street north of Alessandro Boulevard from a two-lane divided roadway to a four-lane Divided Arterial. This study roadway segment is classified as a six-lane Modified Divided Major Arterial in the City of Moreno Valley General Plan Circulation Element.

- Moreno Beach Drive north of Alessandro Boulevard – Widen/restripe Moreno Beach drive north of Alessandro Boulevard from a two-lane divided roadway to a four-lane Divided Arterial. This study roadway segment is classified as a six-lane Divided Major Arterial in the City of Moreno General Plan Circulation Element.

- Moreno Beach Drive south of Alessandro Boulevard – Widen/restripe Moreno Beach drive south of Alessandro Boulevard from a two-lane divided roadway to a four-lane Divided Arterial. This study roadway segment is classified as a six-lane Divided Major Arterial in the City of Moreno General Plan Circulation Element.

Exhibit 4.16-2, *Mitigated Forecast Existing With Project Conditions Roadway Segment Geometry*, illustrates the mitigated forecast existing with project conditions roadway segment geometry assuming implementation of the recommended improvements.

Table 4.16-8, *Mitigated Forecast Existing With Project Conditions Roadway Segment ADT & LOS*, summarizes mitigated forecast existing with project conditions roadway segment ADT volumes and corresponding LOS at affected locations assuming implementation of the roadway segment recommended improvements.

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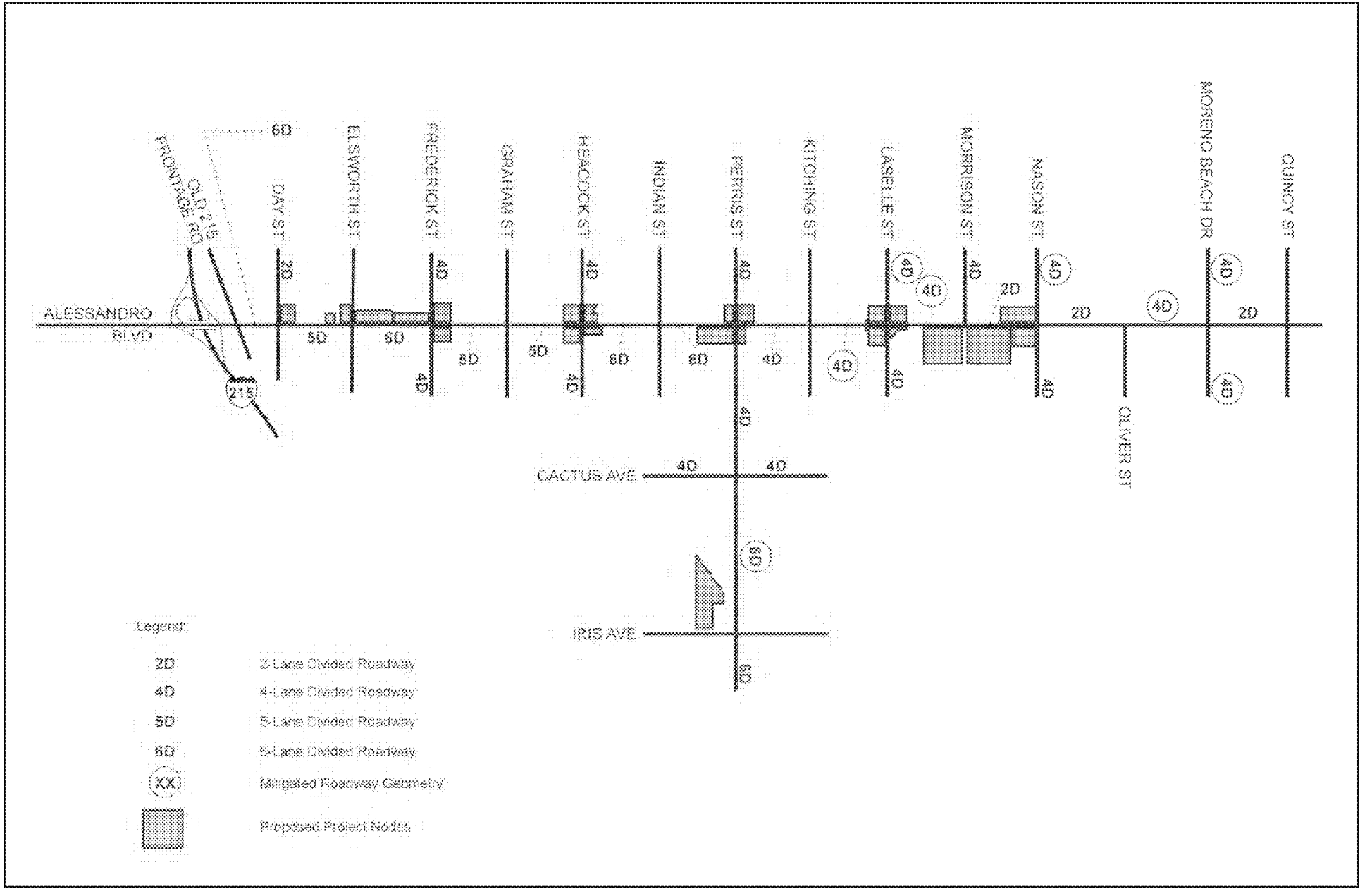

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Mitigated Forecast Existing With Project Conditions Roadway Segment Geometry

Exhibit 4.16-2

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Table 4.16-8
Mitigated Forecast Existing With Project Conditions Roadway Segment ADT & LOS

Study Roadway Segment	Mitigated Roadway Geometry	Mitigated LOS E Capacity	Acceptable LOS	Existing With Project ADT	V/C Ratio	LOS
9. Alessandro Boulevard btwn Kitching Street & Lasselle Street	4D	37,500	D	21,796	0.58	A
10. Alessandro Boulevard btwn Lasselle Street & Morrison Street	4D	37,500	D	14,112	0.38	A
13. Alessandro Boulevard btwn Oliver Street & Moreno Beach Drive	4D	37,500	C	10,374	0.28	A
25. Perris Street s/o Cactus Avenue	6D	56,300	D	34,644	0.62	B
27. Lasselle Street n/o Alessandro Boulevard	4D	37,500	D	14,712	0.39	A
31. Nason Street n/o Alessandro Boulevard	4D	37,500	C	17,490	0.47	A
33. Moreno Beach Drive n/o Alessandro Boulevard	4D	37,500	D	14,900	0.40	A
34. Moreno Beach Drive s/o Alessandro Boulevard	4D	37,500	D	14,682	0.39	A

Notes: n/o = north of; s/o = south of; btwn = between; Deficient operation shown in **bold.**

As indicated in *Table 4.16-8*, assuming implementation of the recommended roadway segment improvements, the study roadway segments are forecast to operate at an acceptable LOS according to the City of Moreno Valley performance criteria for mitigated forecast existing with project conditions.

Forecast General Plan Buildout Without Project Conditions

Forecast General Plan Buildout Without Project Conditions Peak Hour Traffic Volumes

To determine forecast General Plan Buildout conditions operation of the study roadways, City of Moreno Valley staff provided General Plan Buildout average daily traffic (ADT) volumes for the study roadway segments. Exhibit 10 of the *Traffic Impact Analysis* (as provided in Appendix C) shows forecast General Plan Buildout without project conditions ADT volumes at the study roadways.

The analysis assumes implementation of the General Plan Circulation Element roadway designations identified below:

- Improvement of Day Street north and south of Alessandro Boulevard from a two-lane Industrial Collector to a four-lane Divided Arterial;
- Improvement of Perris Street north and south of Alessandro Boulevard from a four-lane Divided Arterial to a six-lane Divided Major Arterial;
- Improvement of Perris Street north and south of Cactus Avenue from a four-lane Divided Arterial to a six-lane Divided Major Arterial;
- Improvement of Lasselle Street north of Alessandro Boulevard from a two-lane Industrial Collector to a four-lane Divided Arterial;
- Construction of Morrison Street south of Alessandro Boulevard as a four-lane divided Arterial;
- Improvement of Nason Street north of Alessandro Boulevard from a two-lane Industrial Collector to a six-lane Modified Divided Major Arterial;
- Improvement of Nason Street south of Alessandro Boulevard from a four-lane Divided Arterial to a six-lane Modified Divided Major Arterial;
- Improvement of Moreno Beach Drive north and south of Alessandro Boulevard from a two-lane Industrial Collector to a six-lane Divided Major Arterial;

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- Improvement of Alessandro Boulevard between I-215 and Old 215 Frontage Road from a four-lane Divided Arterial to a six-lane Divided Major Arterial;
- Improvement of Alessandro Boulevard between Day Street and Elsworth Street from a five-lane divided roadway to a six-lane Divided Major Arterial;
- Improvement of Alessandro Boulevard between Frederick Street and Heacock Street from a five-lane divided roadway to a six-lane Divided Major Arterial;
- Improvement of Alessandro Boulevard between Perris Street and Kitching Street from a four-lane Divided Arterial to a six-lane Divided Major Arterial; and
- Improvement of Alessandro Boulevard Kitching Street and Quincy Street from a two-lane Industrial Collector to a six-lane Divided Major Arterial.

Exhibit 11 of the *Traffic Impact Analysis* (as provided in Appendix C) shows forecast General Plan Buildout without project conditions roadway segment geometry.

Forecast General Plan Buildout Without Project Conditions Roadway Segment LOS

Table 4.16-9, *Forecast General Plan Buildout Without Project Conditions Roadway Segment ADT & LOS*, summarizes forecast General Plan buildout without project conditions roadway segment ADT volumes and corresponding LOS.

As indicated in *Table 4.16-9*, the following three roadway segments are forecast to operate at a deficient LOS according to City of Moreno Valley performance criteria for forecast General Plan buildout without project conditions:

- Alessandro Boulevard between I-215 Frontage Road and Day Street;
- Heacock Street north of Alessandro Boulevard; and
- Heacock Street south of Alessandro Boulevard.

Forecast General Plan Buildout With Project Conditions

Forecast* General Plan Buildout *With Project Conditions Traffic Volumes

Forecast General Plan buildout with project conditions traffic volumes were derived by adding trips forecast to be generated by the proposed project to forecast General Plan buildout without project conditions traffic volumes. Exhibit 12 of the *Traffic Impact Analysis* (as provided in Appendix C) shows forecast General Plan Buildout with project conditions ADT volumes at the study roadways.

Forecast* General Plan Buildout *With Project Conditions Roadway Segment LOS

Table 4.16-10, *Forecast General Plan Buildout With Project Conditions Roadway Segment ADT & LOS*, summarizes forecast General Plan buildout with project conditions roadway segment ADT volumes and corresponding LOS.

As indicated in *Table 4.16-10*, with the addition of project-generated trips, the following three roadway segments are forecast to continue to operate at a deficient LOS according to City of Moreno Valley performance criteria for forecast General Plan buildout with project conditions:

- Alessandro Boulevard between I-215 Frontage Road and Day Street;
- Heacock Street north of Alessandro Boulevard; and
- Heacock Street south of Alessandro Boulevard.

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Table 4.16-9
Forecast General Plan Buildout Without Project Conditions Roadway Segment ADT & LOS

Study Roadway Segment	Roadway Geometry	LOS E Capacity	Acceptable LOS	GP Without Project ADT	V/C Ratio	LOS
1. Alessandro Boulevard btwn Old 215 Frontage Road & Day Street	6D	56,300	D	52,800	**0.94**	**E**
2. Alessandro Boulevard btwn Day Street & Elsworth Street	6D	56,300	D	48,000	0.85	D
3. Alessandro Boulevard btwn Elsworth Street & Frederick Street	6D	56,300	D	46,900	0.83	D
4. Alessandro Boulevard btwn Frederick Street Graham Street	6D	56,300	D	48,900	0.87	D
5. Alessandro Boulevard btwn Graham Street & Heacock Street	6D	56,300	D	40,100	0.71	C
6. Alessandro Boulevard btwn Heacock Street & Indian Street	6D	56,300	D	26,200	0.47	A
7. Alessandro Boulevard btwn Indian Street & Perris Street	6D	56,300	D	31,100	0.55	A
8. Alessandro Boulevard btwn Perris Street & Kitching Street	6D	56,300	D	30,300	0.54	A
9. Alessandro Boulevard btwn Kitching Street & Lasselle Street	6D	56,300	D	25,300	0.45	A
10. Alessandro Boulevard btwn Lasselle Street & Morrison Street	6D	56,300	D	17,700	0.31	A
11. Alessandro Boulevard btwn Morrison Street & Nason Street	6D	56,300	D	16,600	0.29	A
12. Alessandro Boulevard btwn Nason Street & Oliver Street	6D	56,300	C	20,200	0.36	A
13. Alessandro Boulevard btwn Oliver Street & Moreno Beach Drive	6D	56,300	C	21,600	0.38	A
14. Alessandro Boulevard btwn Moreno Beach Drive & Quincy Street	6D	56,300	C	17,900	0.32	A
15. Cactus Avenue w/o Perris Street	4D	37,500	C	23,200	0.62	B
16. Cactus Avenue e/o Perris Street	4D	37,500	C	26,700	0.71	C
17. Day Street n/o Alessandro Boulevard	4D	37,500	D	29,700	0.79	C
18. Frederick Street n/o Alessandro Boulevard	4D	37,500	C	15,300	0.41	A
19. Frederick Street s/o Alessandro Boulevard	4D	37,500	D	4,300	0.11	A
20. Heacock Street n/o Alessandro Boulevard	4D	37,500	D	35,900	**0.96**	**E**
21. Heacock Street s/o Alessandro Boulevard	4D	37,500	D	35,000	**0.93**	**E**
22. Perris Street n/o Alessandro Boulevard	6D	56,300	D	30,700	0.55	A
23. Perris Street s/o Alessandro Boulevard	6D	56,300	D	30,900	0.55	A
24. Perris Street n/o Cactus Avenue	6D	56,300	D	30,900	0.55	A
25. Perris Street s/o Cactus Avenue	6D	56,300	D	29,700	0.53	A
26. Perris Street s/o Iris Avenue	6D	56,300	D	31,300	0.56	A
27. Lasselle Street n/o Alessandro Boulevard	4D	37,500	D	19,000	0.51	A
28. Lasselle Street s/o Alessandro Boulevard	4D	37,500	D	11,700	0.31	A
29. Morrison Street n/o Alessandro Boulevard	4D	37,500	C	17,200	0.46	A
30. Morrison Street s/o Alessandro Boulevard (future)	4D	37,500	D	23,400	0.62	B
31. Nason Street n/o Alessandro Boulevard	6D	56,300	C	32,700	0.58	A
32. Nason Street s/o Alessandro Boulevard	6D	56,300	D	28,900	0.51	A
33. Moreno Beach Drive n/o Alessandro Boulevard	6D	56,300	D	19,800	0.35	A
34. Moreno Beach Drive s/o Alessandro Boulevard	6D	56,300	D	20,600	0.37	A

Notes: n/o = north of; s/o = south of; e/o = east of; w/o = west of; btwn = between; Deficient operation shown in **bold.**
N/A = Not Available.

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Table 4.16-10
Forecast General Plan Buildout With Project Conditions Roadway Segment ADT & LOS

Study Roadway Segment	Roadway Geometry	LOS E Capacity	Acceptable LOS	GP With Project ADT	V/C Ratio	LOS
1. Alessandro Boulevard btwn Old 215 Frontage Road & Day Street	6D	56,300	D	54,332	**0.97**	**E[1]**
2. Alessandro Boulevard btwn Day Street & Elsworth Street	6D	56,300	D	50,144	0.89	D
3. Alessandro Boulevard btwn Elsworth Street & Frederick Street	6D	56,300	D	50,486	0.90	D
4. Alessandro Boulevard btwn Frederick Street Graham Street	6D	56,300	D	50,830	0.90	D
5. Alessandro Boulevard btwn Graham Street & Heacock Street	6D	56,300	D	42,030	0.75	C
6. Alessandro Boulevard btwn Heacock Street & Indian Street	6D	56,300	D	28,092	0.50	A
7. Alessandro Boulevard btwn Indian Street & Perris Street	6D	56,300	D	32,992	0.59	A
8. Alessandro Boulevard btwn Perris Street & Kitching Street	6D	56,300	D	33,920	0.60	A
9. Alessandro Boulevard btwn Kitching Street & Lasselle Street	6D	56,300	D	28,920	0.51	A
10. Alessandro Boulevard btwn Lasselle Street & Morrison Street	6D	56,300	D	20,662	0.37	A
11. Alessandro Boulevard btwn Morrison Street & Nason Street	6D	56,300	D	17,986	0.32	A
12. Alessandro Boulevard btwn Nason Street & Oliver Street	6D	56,300	C	20,374	0.36	A
13. Alessandro Boulevard btwn Oliver Street & Moreno Beach Drive	6D	56,300	C	21,774	0.39	A
14. Alessandro Boulevard btwn Moreno Beach Drive & Quincy Street	6D	56,300	C	18,756	0.33	A
15. Cactus Avenue w/o Perris Street	4D	37,500	C	28,044	0.75	C
16. Cactus Avenue e/o Perris Street	4D	37,500	C	29,818	0.80	C
17. Day Street n/o Alessandro Boulevard	4D	37,500	D	29,512	0.79	C
18. Frederick Street n/o Alessandro Boulevard	4D	37,500	C	18,946	0.51	A
19. Frederick Street s/o Alessandro Boulevard	4D	37,500	D	4,964	0.13	A
20. Heacock Street n/o Alessandro Boulevard	4D	37,500	D	35,960	**0.96**	**E[1]**
21. Heacock Street s/o Alessandro Boulevard	4D	37,500	D	35,010	**0.93**	**E[1]**
22. Perris Street n/o Alessandro Boulevard	6D	56,300	D	34,926	0.62	B
23. Perris Street s/o Alessandro Boulevard	6D	56,300	D	36,854	0.65	B
24. Perris Street n/o Cactus Avenue	6D	56,300	D	36,854	0.65	B
25. Perris Street s/o Cactus Avenue	6D	56,300	D	40,744	0.72	C
26. Perris Street s/o Iris Avenue	6D	56,300	D	34,850	0.62	B
27. Lasselle Street n/o Alessandro Boulevard	4D	37,500	D	23,612	0.63	B
28. Lasselle Street s/o Alessandro Boulevard	4D	37,500	D	13,018	0.35	A
29. Morrison Street n/o Alessandro Boulevard	4D	37,500	C	28,226	0.75	C
30. Morrison Street s/o Alessandro Boulevard (future)	4D	37,500	D	26,550	0.71	C
31. Nason Street n/o Alessandro Boulevard	6D	56,300	C	41,190	0.73	C
32. Nason Street s/o Alessandro Boulevard	6D	56,300	D	31,326	0.56	A
33. Moreno Beach Drive n/o Alessandro Boulevard	6D	56,300	D	19,800	0.35	A
34. Moreno Beach Drive s/o Alessandro Boulevard	6D	56,300	D	21,282	0.38	A

Notes: n/o = north of; s/o = south of; e/o = east of; w/o = west of; btwn = between; Deficient operation shown in **bold.**
N/A = Not Available.
1- Roadway segment was identified to be at an unacceptable level of service in the General Plan and General Plan EIR. The City adopted a Statement of Overriding Considerations for the significant unavoidable impacts on these roadway segments.

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The three deficient roadway segments identified above were identified as significant unavoidable impacts in the *General Plan EIR* and a Statement of Overriding Considerations were adopted. The proposed project does not generate any new or greater impacts beyond those already analyzed in the *General Plan EIR*, nor does the proposed project generate any impacts that exceed significance threshold criteria.

Forecast General Plan Buildout With Project Conditions Recommended Measures

Mitigation Measures TR-9 and TR-10 have been identified to ensure that the forecast traffic impacts at the deficient roadway segments remain at or below the LOS shown in the operations table for forecast General Plan buildout with project conditions.

Since implementation of the measures identified above would reduce project-related impacts, and since no new significant unavoidable impacts beyond those identified in the *General Plan EIR* would occur, no additional measures are required. Impacts would be less than significant in this regard.

Mitigation Measures:

The County of Riverside requires transportation and general infrastructure fees paid at the time a certificate of occupancy is issued for a project or upon final inspection, whichever comes first. As applicable for each future development project, the project applicant shall pay applicable fees per the City of Moreno Valley and County of Riverside requirements.

TR-1 Alessandro Boulevard between Kitching Street and Lasselle Street – Future projects shall make a proportionate contribution to widen/restripe Alessandro Boulevard between Kitching Street and Lasselle Street from a two-lane divided roadway to a four-lane Divided Arterial. This study roadway segment is classified as a six-lane Divided Major Arterial in the City of Moreno General Plan Circulation Element.

TR-2 Alessandro Boulevard between Lasselle Street and Morrison Street – Future projects shall make a proportionate contribution to widen/restripe Alessandro Boulevard between Lasselle Street and Morrison Street from a two-lane divided roadway to a four -lane Divided Arterial. This study roadway segment is classified as a six-lane Divided Major Arterial in the City of Moreno General Plan Circulation Element.

TR-3 Alessandro Boulevard between Oliver Street and Moreno Beach Drive – Future projects shall make a proportionate contribution to widen/restripe Alessandro Boulevard between Oliver Street and Moreno Beach Drive from a two-lane divided roadway to a four-lane Divided Arterial. This study roadway segment is classified as a six-lane Divided Major Arterial in the City of Moreno General Plan Circulation Element.

TR-4 Perris Street south of Cactus Avenue – Consistent with the City of Moreno Valley General Plan Circulation Element, future projects shall make a proportionate contribution to widen/restripe Perris Street south of Cactus Avenue from a four-lane divided roadway to a six-lane Divided Major Arterial.

TR-5 Lasselle Street north of Alessandro Boulevard – Consistent with the City of Moreno Valley General Plan Circulation Element, future projects shall make a proportionate contribution to widen/restripe Lasselle Street north of Alessandro Boulevard from a two-lane divided roadway to a four-lane Divided Arterial.

TR-6 Nason Street north of Alessandro Boulevard – Future projects shall make a proportionate contribution to widen/restripe Nason Street north of Alessandro Boulevard from a two-lane divided roadway to a four-lane Divided Arterial. This study roadway segment is classified as a six-lane Modified Divided Major Arterial in the City of Moreno General Plan Circulation Element.

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TR-7 Moreno Beach Drive north of Alessandro Boulevard – Future projects shall make a proportionate contribution to widen/restripe Moreno Beach drive north of Alessandro Boulevard from a two-lane divided roadway to a four-lane Divided Arterial. This study roadway segment is classified as a six-lane Divided Major Arterial in the City of Moreno General Plan Circulation Element.

TR-8 Moreno Beach Drive south of Alessandro Boulevard – Future projects shall make a proportionate contribution to widen/restripe Moreno Beach drive south of Alessandro Boulevard from a two-lane divided roadway to a four-lane Divided Arterial. This study roadway segment is classified as a six-lane Divided Major Arterial in the City of Moreno General Plan Circulation Element.

b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?

No Impact. The Congestion Management Program (CMP) was established in 1990 under Proposition 111. The intent of the CMP is to more directly link land use, transportation, and air quality thereby prompting reasonable growth management programs that will effectively utilize new transportation funds, alleviate traffic congestion and related impacts, and improve air quality. Riverside County Transportation Commission (RCTC) is the designated Congestion Management Agency (CMA) for Riverside County, and holds responsibility for the development and implementation of the Riverside County CMP. The CMP identifies a network of roadways that serve as regional linkages between Riverside County cities and adjacent counties. Local agencies are required to monitor how new development projects will impact the CMP network. Should a new development project cause a location on the CMP network to fall below a Level of Service (LOS) F, the local agency must prepare a deficiency plan that would outline specific mitigation measures and a schedule for mitigating the deficiency.

Since the City LOS standard is LOS C or LOS D, and is higher than the designated CMP standards for Riverside County, the City LOS standards would govern, and therefore, no CMP impacts are forecast to occur.

Mitigation Measures: No mitigation measures are required.

c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?

No Impact. Implementation of the proposed project would not significantly increase the number of people using the airport facilities at March Air Reserve Base, resulting in a change in air traffic patterns or increase in traffic levels. Further, the proposed project would not result in the construction of incompatible development within the airport influence area. No impacts would occur in this regard.

Mitigation Measures: No mitigation measures are required.

d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Less Than Significant Impact. Future development associated with implementation of the proposed project would increase traffic volumes, potentially requiring circulation infrastructure improvements. All traffic improvements would be constructed according to the City's roadway safety standards. Therefore, transportation/traffic hazards due to a design feature or incompatible uses would not substantially increase. Furthermore, due to the conceptual nature of the future development, proposals would require individual assessments of potential impacts relative to traffic and circulation, including an evaluation of potential traffic hazards. If necessary, mitigation would be required to reduce potential traffic hazards to a less than significant level.

Mitigation Measures: No mitigation measures are required.

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e) Result in inadequate emergency access?

Less Than Significant Impact. Future development site plans would be required to satisfy the City's traffic and safety regulations that address emergency access. Due to the conceptual nature of the future development, proposals would require individual assessments of potential impacts to traffic patterns, including an evaluation of emergency access routes. If necessary, mitigation would be required to reduce potential impacts to a less than significant level.

Mitigation Measures: No mitigation measures are required.

f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?

Less Than Significant Impact.

Bicycle Network

The Moreno Valley Bikeway Plan consists of Class I, Class II and Class III routes. Class I bikeways are dedicated trails, separated from vehicular traffic. Class II are designated, striped bikeways generally located along the right shoulder of the roadway. Class III routes are designated bikeways, not striped, and are shared with vehicles. These bikeways provide the opportunity for an alternative mode of transportation for both recreational and commuting uses.

There are currently no bike lanes on Alessandro Boulevard or adjacent to any of the sites within the project area.[1] Iris Avenue, east of Perris Boulevard and Housing Element Calculation 4 Area, is a Class II bike lane. General Plan Figure 9-4, Bikeway Plan, identifies the following future bikeways within and adjacent to the sites within the project area:

- Iris Avenue, between Indian Street and Perris Boulevard – Class II
- Alessandro Boulevard, between Graham Street and Heacock Street – Class II
- Lasselle Street, between Eucalyptus and Iris Avenue – Class II
- Nason street, between Eucalyptus and Iris Avenue – Class I

Future development associated with the proposed project would not conflict with policies or plans regarding bicycle facilities. Individual projects would be evaluated on a project-by-project basis and reviewed to ensure compliance with the General Plan policies that address existing bicycle facilities and the provision of new bicycle facilities in accordance with the Bikeway Plan. Impacts would be less than significant in this regard.

Transit Network

Public transit in the City of Moreno Valley consists primarily of bus service. As noted in the *General Plan*, it is anticipated that Moreno Valley will also have future access to commuter rail and Bus Rapid Transit (BRT) services.

Moreno Valley is working closely with the Riverside County Transportation Commission, the Riverside Transit Agency (RTA) and other local governments to establish efficient transit connections among areas of activity and concentrated development. Fixed bus service on or crossing Alessandro Boulevard is provided via RTA routes 11, 18, 19, 20, and 35. Additionally, Amtrak Thruway service picks up on Alessandro Boulevard just west of Old 215 Frontage Road.

Currently, the RCTC owns a rail line located west of Moreno Valley, parallel to I-215. This is a service line track that carries a low volume of freight trains to and from industrial, commercial, and agricultural areas, south of Moreno

[1] City of Moreno Valley, *City of Moreno Valley Existing Bikeways*, August 2008.

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Valley. As a Measure A project, RCTC intends to initiate commuter rail service on this line that would extend initially to Perris. A commuter rail station is planned for the southwest quadrant of the Alessandro Boulevard/I-215 interchange that would provide direct access for Moreno Valley residents. Funding is being collected to implement the new commuter rail service, and design plans are underway for stations along the new spur.

Implementation of the proposed project would not conflict with policies and plans regarding transit facilities and services. It is the intent of the project to accommodate intensities and patterns of development that can support multiple modes of transportation including public transit. Future development projects would be reviewed on a project-by-basis to ensure compliance with policies and plans related to transit facilities. Impacts would be less than significant in this regard.

Pedestrian Network

Sidewalks are discontinuous within the project area based on the pattern of development that has occurred. Sidewalks primarily occur adjacent to developed parcels. Most vacant/undeveloped sites do not have sidewalks. Future development within the project area would be required to provide sidewalk improvements in accordance with the City's standards as identified in the *Municipal Code*. The proposed project encourages pedestrian-oriented uses and pedestrian connections and convenient access between area neighborhoods, housing, employment centers, and retail services. Future improvements would be reviewed to ensure consistency with the *General Plan* and the vision established for the area. Impacts would be less than significant in this regard.

Mitigation Measures: No mitigation measures are required.

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4.17 UTILITIES AND SERVICE SYSTEMS

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?			✓	
b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			✓	
c. Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?		✓		
d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?			✓	
e. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			✓	
f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?			✓	
g. Comply with federal, state, and local statutes and regulations related to solid waste?				✓

a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?

Less Than Significant Impact. The *General Plan EIR* determined that potential impacts to wastewater services and treatment would be less than significant. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified.

The City requires NPDES permits, as administered by the Santa Ana RWQCB, according to Federal regulations for both point source discharges (a municipal or industrial discharge at a specific location or pipe) and nonpoint source discharges (diffuse runoff of water from adjacent land uses) to surface waters of the United States. For point source discharges, such as sewer outfalls, each NPDES permit contains limits on allowable concentrations and mass emissions of pollutants contained in the discharge.

New development associated with implementation of the proposed project would continue to comply with all provisions of the NPDES program, as enforced by the RWQCB. Additionally, the NPDES Phase I and Phase II requirements would regulate discharge from construction sites. All future development projects would be required to comply with the wastewater discharge requirements issued by the SWRCB and Santa Ana RWQCB. Therefore, the residential and non-residential development would not result in an exceedance of wastewater treatment requirements of the RWQCB with respect to discharges to the sewer system or stormwater system within the City.

Mitigation Measures: No mitigation measures are required.

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b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

Less Than Significant Impact.

Water

The City of Moreno Valley is served by two water purveyors: Eastern Municipal Water District and the Box Springs Mutual Water Company. A majority of the project area is located within the service area of the Eastern Municipal Water District. However, the parcels located north of Alessandro Boulevard, between Day Street and Elsworth Street, are served by the Box Springs Mutual Water Company.

The Eastern Municipal Water District (EMWD) has prepared and adopted its *2010 Urban Water Management Plan* (UWMP) for its service area, which includes Moreno Valley. EMWD obtains its water supply from four sources: imported water from Metropolitan Water District (MWD), recycled water, local groundwater production, and desalted groundwater. The Riverside County Center for Demographic Research (RCCDR) 2010 Projection is used to calculate future population for use in the UWMP. RCCDR considers land use and land agency information to develop projections. The RCCDR projection has been adopted by the Western Riverside Council of Governments. The UWMP identifies population projections from 2015 to 2035.

An Initial Study/Environmental Assessment (IS/EA) for the *City of Moreno Valley Edgemont Water Master Plan Update*, September 2009, was prepared to address the potential impacts associated with the Edgemont Water Master Plan Update (EWMPU), which includes the Water Infrastructure Analysis Study (WIAS). The objective of the WIAS is to analyze the existing Box Springs Mutual Water Company (BSMWC) water system and determine the adequacy of the existing system, determine any necessary system improvements and the associated costs of the improvements to comply with the current *City of Moreno Valley General Plan* and Land Use designations (ultimate development).

According to the IS/EA, BSMWC water system facilities are hydraulically incapable of supplying the necessary fire flow demand to support existing property development conditions. Additionally, the water system is aging and deteriorated and in need of replacement and rehabilitation. In order to meet the water and fire flow demand conditions for the ultimate development associated with the City's *General Plan*, additional water supply must be acquired, and existing BSMWC water infrastructure, including storage, pipeline and pumping facilities, require improvements. Presently, the existing BSMWC water system is not up to City fire protection standards and codes. Furthermore, due to age and deterioration of the existing system, there is a potential for pipeline failure; thus, leading to a shutdown of the entire system and water would not be delivered to the public. Additionally, the BSMWC well water has nitrate levels exceeding the Maximum Contaminant Level (MCL) for drinking water standards and requires blending prior to delivery.

The Water Infrastructure Analysis Study proposed two water system alternatives based on the additional water supply and improvements to water system facilities including storage, pipeline and pumping. The primary difference in the two project alternatives is the source of the water and the need for the storage reservoir/tank and pumps.

Alternative 1

Storage – The existing BSMWC storage capacity is 0.8 million gallon (MG), provided by two 0.4 MG storage tanks. The ultimate required storage is 3.11 MG. Therefore, the construction of an additional 2.3 MG storage tank is proposed to meet ultimate water demand conditions. The proposed 2.3 MG tank will be located within the current property where BSMWC has existing tanks, booster station and pumps, north of Dracaea Avenue and east of Edgemont Street. The new tank will be located adjacent to the two existing storage tanks. The Storage Tank portion of the project will consist of construction of one new 2.3 MG aboveground reservoir, the installation of additional on-site pipeline to connect to existing water system and on0site drainage facilities including drainage and overflow

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pipeline to drain to existing Riverside County Flood Control storm drain channel to provide drainage of on- and off-site stormwater, and for reservoir overflow protection.

Activities related to reservoir construction include site clearing and grading, and drainage improvements. Equipment such as valves, controls and appurtenances, and overflow drain pipeline and other drainage related erosion control features will be constructed.

Pipeline – The Water Infrastructure Analysis Study proposes approximately 10 miles of water pipeline within BSMWC. The distribution system consists of very old and undersized water mains. BSMWC has been upgrading waterlines and replacing these old and undersized pipelines, however the depth at which the lines were placed will most likely require reconstruction. The majority of the pipelines will be installed utilizing traditional trenching techniques within existing paved roads and road right-of-way(s).

Additionally, the existing 4-inch metered connection with Western Municipal Water District (WMWD) will be upsized to an 8-inch compound meter to be capable of providing the necessary flows. A proposed 12-inch diameter water pipeline will connect the proposed meter directly to the two 0.4 MG storage tanks. The booster station and hydropneumatic tank will draw water from the two 0.4 MG storage tanks and pump it to the distribution system. The discharge piping will be a 16-inch diameter water pipeline until its connection at Dracaea Avenue for a length of approximately 410 linear feet (L.F.).

Pumping - Pump stations, also known as booster stations, are facilities used to lift water conveyed in pipelines from one pressure zone to another. Pump stations are made up of piping, mechanical, and electrical components housed in an above ground pre-fabricated metal building. The buildings are typically between 20x30 to 20x40 feet in size and 10-12 feet tall. Pump stations are typically surrounded by a chain link fence or block wall. Pump station facilities may require an area of up to 150x100 feet or approximately 1/3-acre in size. The proposed pump station is located at the existing pump station site on the BSMWC tank property northeast of the intersection of Dracaea Avenue and Edgemont Street. Since the maximum fire flow is 4,000 gallons per minute (gpm) and the maximum day demand is 1,491 gpm, the existing pumps have to be replaced with three higher capacity pumps under this alternative.

Water Supply – Current primary water supply is provided via one well (No. 17) located within the BSMWC service area. Additional water supply would be provided through a second well proposed to be within BSMWC service area and supplemental water would continue to be supplied by WMWD as necessary for blending. The location of the proposed well site has not been determined.

Alternative 2

Storage - No additional storage capacity is required for this alternative as BSMWC water system floats off WMWD water system. The existing storage tanks will only be used for blending the high-nitrate water from Well No. 17.

Pipeline - The Water Infrastructure Analysis Study proposes approximately 10 miles of water pipeline within BSMWC. The distribution system consists of very old and undersized water mains. The BSMWC has been upgrading waterlines and replacing these old and undersized pipelines, however the depth at which the lines were placed will most likely require reconstruction. The majority of the pipelines will be installed utilizing traditional trenching techniques within existing paved roads and road right-of-way(s).

Additionally, the existing 4-inch metered connection with WMWD will be upsized to a 12-inch compound meter. A proposed 16-inch and 12-inch diameter water pipeline will connect the proposed meter to the two existing 0.4 MG storage tanks as well as the system. The booster station and hydropneumatic tank will continue to draw water from the two 0.4 MG storage tanks and pump it to the distribution system.

Pumping – Since the ultimate maximum daily demand of 1,491 gpm and the fire flow of 4,000 gpm will be supplied from WMWD, no additional pump improvements are required.

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Water Supply – WMWD will supply the water needed to supplement Well No. 17.

The Water Infrastructure Analysis Study indicates the project cost for Alternative 1 is $15,161,440; the project cost for Alternative 2 is $14,957,250. The water system facilities identified in Alternative 1 and Alternative 2 are Master Plan facilities and are not funded at this time.

The *General Plan EIR* determined that potential impacts to water service would be less than significant. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified.

Implementation of the proposed project would increase water consumption, placing greater demands on water facilities. Since future development would occur on vacant infill parcels and/or through development/redevelopment of underutilized sites, project implementation is not anticipated to require significant facility extensions/upgrades to the existing system in order to meet the increased demand beyond those already identified in existing water master plans. Future development may be required to pay their fair-share of costs associated with any facility extensions or upgrades, as applicable.

The UWMP concluded that EMWD has the ability to meet current and projected water demands through 2035 during normal, historic single-dry and historic multiple-dry years using existing supplies and imported water from MWD with existing supply resources. Planned local supplies would supplement imported supplies and improve reliability for EMWD and the region. Since the UWMP uses population projections from the Western Riverside Council of Governments to determine the demand for water and the potential growth associated with the proposed project is consistent with regional growth, potential water demand associated with future development within the project area were anticipated in the UWMP. Implementation of the proposed project would be consistent with the analysis presented in the UWMP. All future development would be subject to compliance with the UWMP's Conservation Programs. Further, compliance with General Plan goals, policies, and associated implementation would ensure that future development would incorporate water conservation measures. All future development would be done in accordance with applicable sections of *Municipal Code* Chapters 8 and 9. If necessary, mitigation would be required to reduce potential impacts to a less than significant level. Conditions of approval would also be attached to discretionary permits. Therefore, project implementation within the EMWD service area would not require the construction of new water facilities or expansion of existing facilities. Impacts would be less than significant in this regard.

Wastewater

Wastewater service in Moreno Valley is provided by the Eastern Municipal Water District (EMWD), which serves most of the City and surrounding areas, and the Edgemont Community Services District (District), which provides service to a small area in southwestern Moreno Valley, including the portion of the project area located north of Alessandro Boulevard, between Day Street and Frederick Street.

EMWD operates over 356 miles of sewer mains and six sewage lift stations to provide wastewater collection services within the General Plan planning area. All wastewater is collected and conveyed to the Moreno Valley Regional Water Reclamation Facility (MVRWRF) located in the southwestern portion of the City and has a capacity to treat 16 million gallons of wastewater per day (mgd) and a capacity to expand to 41 mgd.

The District provides wastewater treatment under contract with the City of Riverside. According to the District, the pipes that transmit sewage to the City of Riverside Water Quality Control Plant are over 50 years old and are in need of repair. Current flow treatment at the facility is approximately 30 mgd.

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The *General Plan EIR* determined that potential impacts to wastewater services and treatment would be less than significant. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified.

Implementation of the proposed project would increase the wastewater generated from the project area, placing greater demands on wastewater conveyance and treatment facilities. Since future development would occur on vacant infill parcels and development/redevelopment of underutilized sites currently developed, project implementation is not anticipated to require significant facility extensions/upgrades to the existing system in order to meet the increased demand.

Due to the conceptual nature of the future residential development, proposals would require individual assessments of potential impacts to wastewater facilities. All future development would be done in accordance with applicable sections of Moreno Valley Municipal Code Chapters 8 and 9. If necessary, mitigation would be required to reduce potential impacts to a less than significant level. Conditions of approval would also be attached to discretionary permits. Therefore, project implementation would result in a less than significant impact.

Mitigation Measures: No mitigation measures are required.

c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

Less Than Significant Impact With Mitigation Incorporated. Refer to Responses 4.9.d. and 4.9.e.

Mitigation Measures: Refer to Mitigation Measure HW-1. No additional mitigation measures are required.

d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?

Less Than Significant Impact. Refer to Response 4.16.b.

Senate Bills 221 and 610 were signed into law in 2001 and took effect January 1, 2002. The two bills amended State law to better link information on water supply availability to certain land use decisions by cities and counties. The two companion bills provide a regulatory forum that requires more collaborative planning between local water suppliers and cities and counties. All SB 610 and 221 reports are generated and adopted by the public water supplier.

Senate Bill (SB) 610 requires a detailed report regarding water availability and planning for additional water supplies that is included with the environmental document for specified projects. All "projects" meeting any of the following criteria require the assessment:

- A proposed residential development of more than 500 dwelling units (DU);
- A proposed shopping center or business establishment employing more than 1,000 persons or having more
- than 500,000 square feet (SF) of floor space;
- A proposed commercial office building employing more than 1,000 persons or having more than 250,000 SF
- of floor space;
- A proposed hotel or motel, or both, having more than 500 rooms;
- A proposed industrial, manufacturing, or processing plant, or industrial park planned to house more than
- 1,000 persons, occupying more than 40 acres of land, or having more than 650,000 SF of floor area;
- A mixed-use project that includes one or more of the projects specified in this subdivision; or

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- A project that would demand an amount of water equivalent to or greater than the amount of water required by a 500-DU project.

While SB 610 primarily affects the Water Code, SB 221 principally applies to the Subdivision Map Act. The primary effect of SB 221 is to condition every tentative map for an applicable subdivision on the applicant by verifying that the public water supplier (PWS) has "sufficient water supply" available to serve it.

Due to the conceptual nature of the future development, proposals would require individual assessments of potential impacts to water supplies. Any future development meeting SB 610 criteria would require a water supply assessment. Similarly, any proposed project involving a subdivision pursuant to SB 221 would require verification of sufficient water supply from the water supplier. Compliance with the existing regulatory framework would further ensure that sufficient water supplies would be available from existing entitlements and resources to serve future development.

Mitigation Measures: No mitigation measures are required.

e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

Less Than Significant Impact. Refer to Response 4.16.b.

Mitigation Measures: No mitigation measures are required.

f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?

Less Than Significant Impact. Solid waste generated within the General Plan planning area is primarily deposited in the Riverside County Waste Management Department's (RCWMD) Badlands Landfill, located approximately 1.5 miles north of SR-60 near Ironwood Avenue and Theodore Street. However, the City's trash hauler can also use other County landfills in the area such as the Lamb Canyon Landfill and El Sobrante landfill. All Riverside County landfills are Class III disposal sites permitted to receive non-hazardous municipal solid waste.

The City has adopted a Source Reduction and Recycling Element (SRRE) in compliance with the requirements of AB 939. Pursuant to AB 939, the California Integrated Waste Management Board required all cities and counties within the State to prepare integrated waste management plans to attain solid waste reduction of 50 percent by the end of year 2000. All future development projects within the City are required to comply with the SRRE program for diverting solid waste.

The *General Plan EIR* determined that potential impacts to solid waste facilities would be less than significant. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified.

Future development anticipated by the proposed project would generate additional solid waste, placing an increased demand on solid waste disposal services and ultimately require disposal at a landfill. Without specific project details, it is not possible to precisely determine the volume of solid waste that would be generated by future development. All future development projects within the City would be required to comply with the SRRE program for diverting solid waste. Continued compliance with the SRRE program would ensure that the impacts to the capacities of the landfill serving the City are minimized, thus, a less than significant impact would occur in this regard.

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Mitigation Measures: No mitigation measures are required.

g) Comply with federal, state, and local statutes and regulations related to solid waste?

Less Than Significant Impact. Refer to Response 4.16.f. Future development anticipated by the proposed project would comply with all Federal, State, and local statutes and regulations related to solid waste.

Mitigation Measures: No mitigation measures are required.

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4.18 MANDATORY FINDINGS OF SIGNIFICANCE

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?		✓		
b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?			✓	
c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			✓	

a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Less Than Significant Impact With Mitigation Incorporated. Based on the analysis contained in this Initial Study, the proposed project would not have a significant impact on biological resources, or historic, archaeological, or paleontological resources, with the implementation of Mitigation Measures BIO-1 through BIO-4 and CUL-1 and CUL-2; refer to Responses 4.4 and 4.5, respectively. Therefore, the proposed project would not potentially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory.

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

Less Than Significant Impact. Based on the analysis contained in this Initial Study, it is not anticipated that implementation of the proposed project would have cumulatively considerable impacts with implementation of project mitigation measures. However, due to the conceptual nature of the future development, proposals would require individual assessments of potential cumulative impacts. If necessary, mitigation would be required to reduce potential impacts to a less than significant level.

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c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

Less Than Significant Impact. Previous sections of this Initial Study reviewed the proposed project's potential impacts related to aesthetics, air pollution, noise, hazards and hazardous materials, traffic, and other issues. As concluded in these previous discussions, the proposed project would result in less than significant environmental impacts with implementation of the recommended mitigation measures. Therefore, the proposed project would not result in environmental impacts that would cause substantial adverse effects on human beings.

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4.19 REFERENCES

The following references were utilized during preparation of this Initial Study/Environmental Checklist. These documents are available for review at the City of Moreno Valley located at 14177 Frederick Street, Moreno Valley, California 92552.

1. Atkins, *Final City of Moreno Valley Greenhouse Gas Analysis*, February 2012.

2. California Air Resources Board, *Climate Change Proposed Scoping Plan*, October 2008.

3. California Air Resources Board, *Final Supplement to the AB 32 Scoping Plan Functional Equivalent Document*, August 19, 2011.

4. California Department of Toxic Substances Control, *Hazardous Waste and Substance Site List (CORTESE)*, http://www.envirostor.dtsc.ca.gov/public/mandated_reports.asp, accessed June 19, 2012.

5. City of Moreno Valley, *City of Moreno Valley Emergency Operations Plan*, March 2009.

6. City of Moreno Valley Planning Division and the Energy Efficiency and Conservation Task Force, *City of Moreno Valley Energy Efficiency and Climate Action Strategy*, April 2012.

7. City of Moreno Valley, *City of Moreno Valley General Plan*, July 11, 2006.

8. City of Moreno Valley, *Moreno Valley General Plan Final Program EIR*, July 2006.

9. City of Moreno Valley, *City of Moreno Valley Housing Element 2008-2014*, February 2011.

10. City of Moreno Valley Municipal Code.

11. City of Moreno Valley, *Initial Study/Environmental Assessment for City of Moreno Valley Edgemont Water Master Plan Update*, September 2009.

12. Governor's Office of Planning and Research, *CEQA and Climate Change: Addressing Climate Change Through California Environmental Quality Act (CEQA) Review*, 2008.

13. Moreno Valley Fire Department Office of Emergency Management, *City of Moreno Valley Local Hazard Mitigation Plan*, October 4, 2011.

14. South Coast Air Quality Management District, *2007 Air Quality Management Plan for the South Coast Air Basin*, 2007.

15. South Coast Air Quality Management District, *CEQA Air Quality Handbook*, November 1993.

16. State of California Department of Conservation, *Alquist-Priolo Earthquake Fault Zone Maps*, http://www.quake.ca.gov/gmaps/ap/ap_maps.htm, accessed June 18, 2012.

17. State of California, Department of Finance, *E-5 Population and Housing Estimates for Cities, Counties, and the State, 2011 and 2012, with 2010 Benchmark*. Sacramento, California, May 2012.

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4.20 REPORT PREPARATION PERSONNEL

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Paul Martin, PE, TE, Traffic Analysis Manager
Alex Tabrizi, Traffic Analyst
Linda Bo, Graphic Artist

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5.0 CONSULTANT RECOMMENDATION

Based on the information and environmental analysis contained in the Initial Study/Environmental Checklist, we recommend that the City of Moreno Valley prepare a mitigated negative declaration for the Alessandro Boulevard Corridor Implementation Project. We find that the proposed project could have a significant effect on a number of environmental issues, but that mitigation measures have been identified that reduce such impacts to a less than significant level. We recommend that the second category be selected for the City of Moreno Valley's determination (see Section 6.0, Lead Agency Determination).

March 7, 2013
Date

Collette L. Morse, AICP, Project Manager
RBF Consulting

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6.0 LEAD AGENCY DETERMINATION

On the basis of this initial evaluation:

I find that the proposed use COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.	—
I find that although the proposal could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described in Section 4.0 have been added. A MITIGATED NEGATIVE DECLARATION will be prepared.	✓
I find that the proposal MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.	—
I find that the proposal MAY have a significant effect(s) on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets, if the effect is a "potentially significant impact" or "potentially significant unless mitigated." An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.	—

Signature: _____

Title: _____

Printed Name: _____

Agency: _____

Date: _____

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Location of Proposed Project - Alessandro Boulevard Corridor

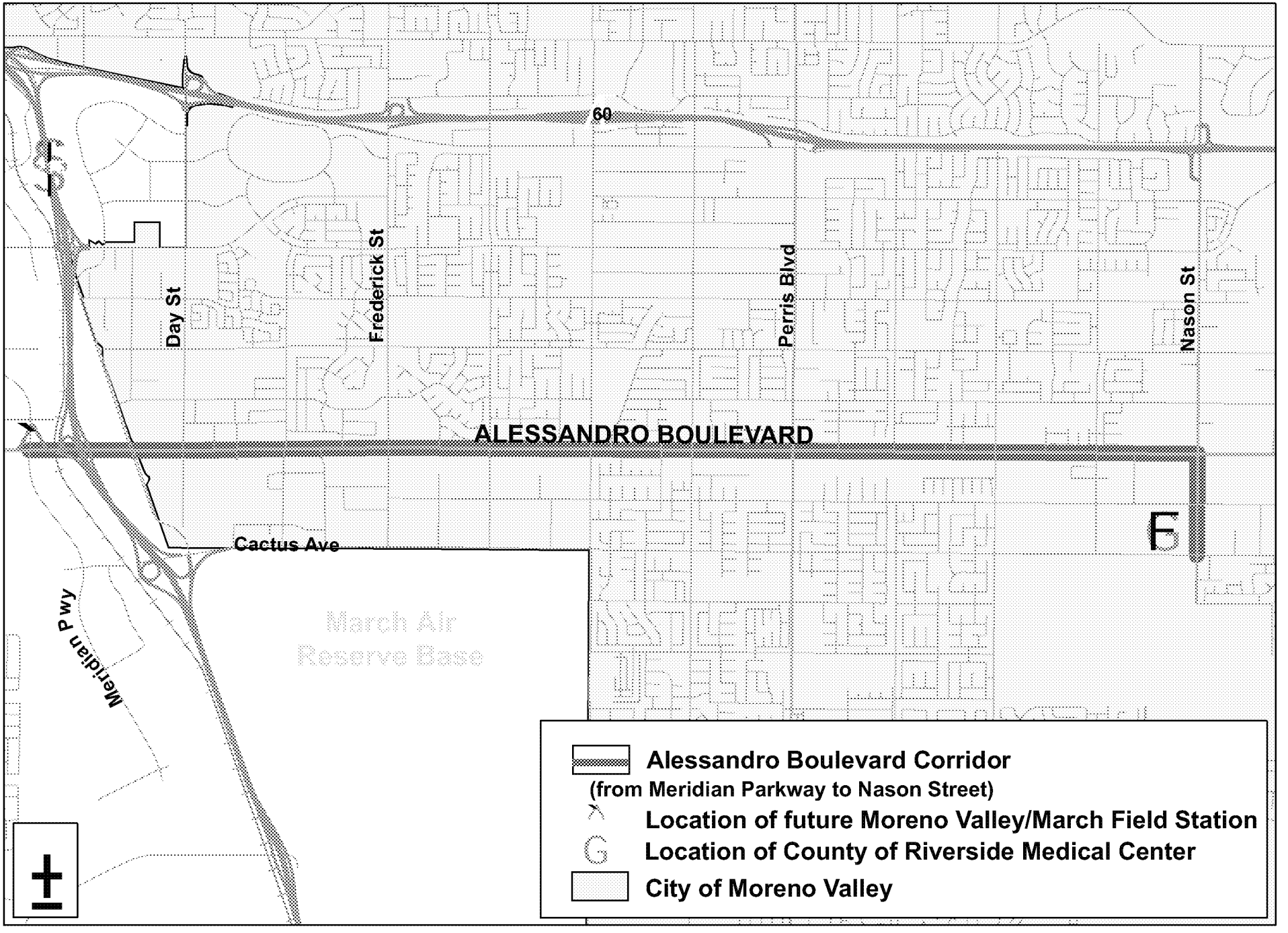

ATTACHMENT 9

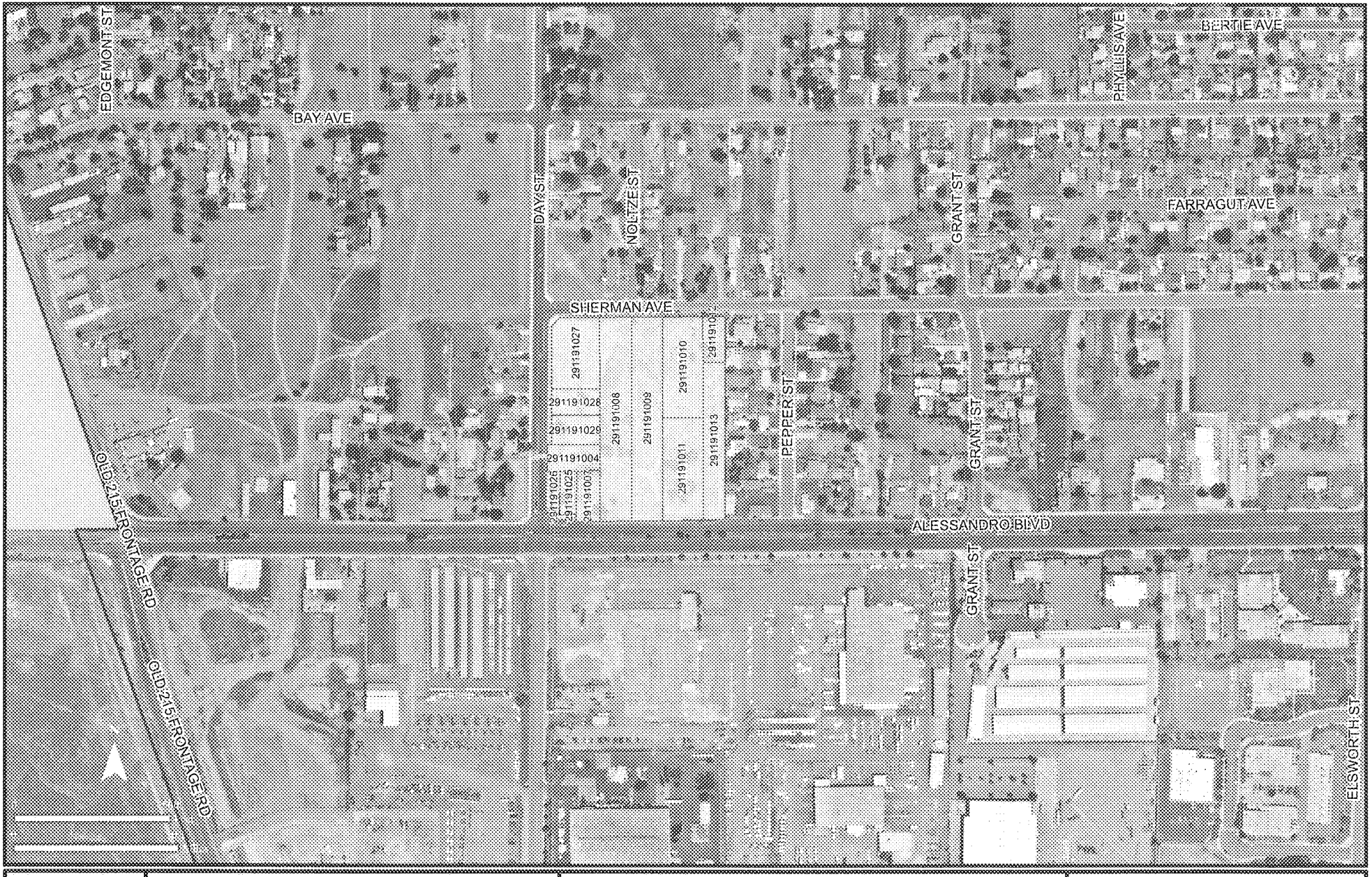

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Print Date: March 5, 2013

CITY OF MORENO VALLEY
RESIDENTIAL 30 (R30) REZONING

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Map Legend

- Area #1 Parcels
- Moreno Valley

Location Map

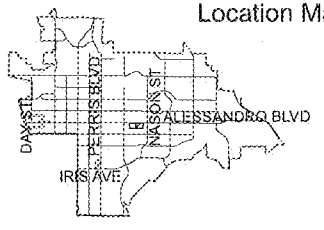

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Map Legend

Area #2 Parcels

Location Map

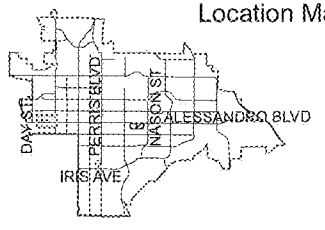

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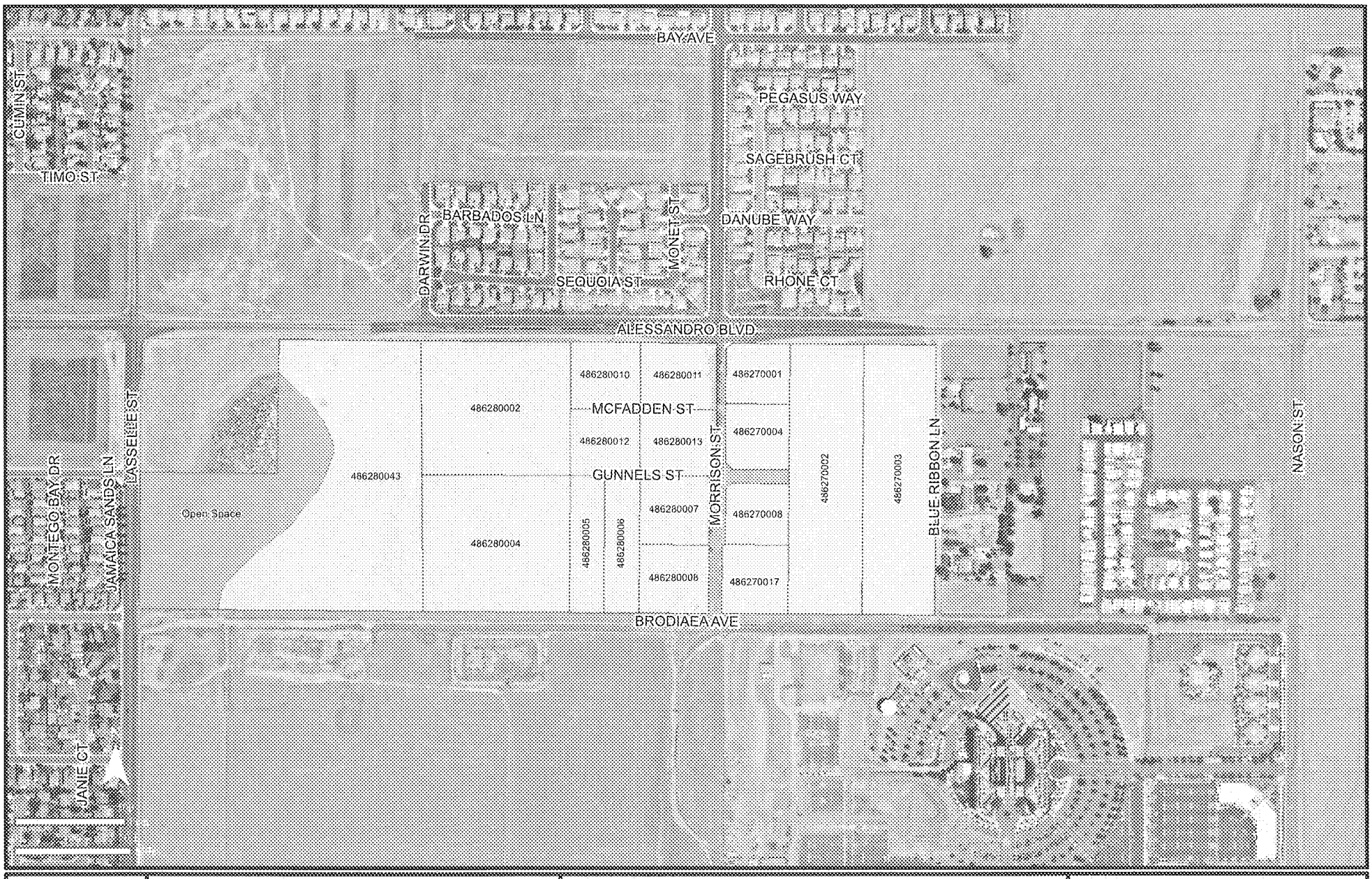

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Map Legend

- Area #3 Parcels
- Open Space

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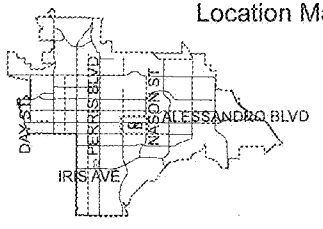

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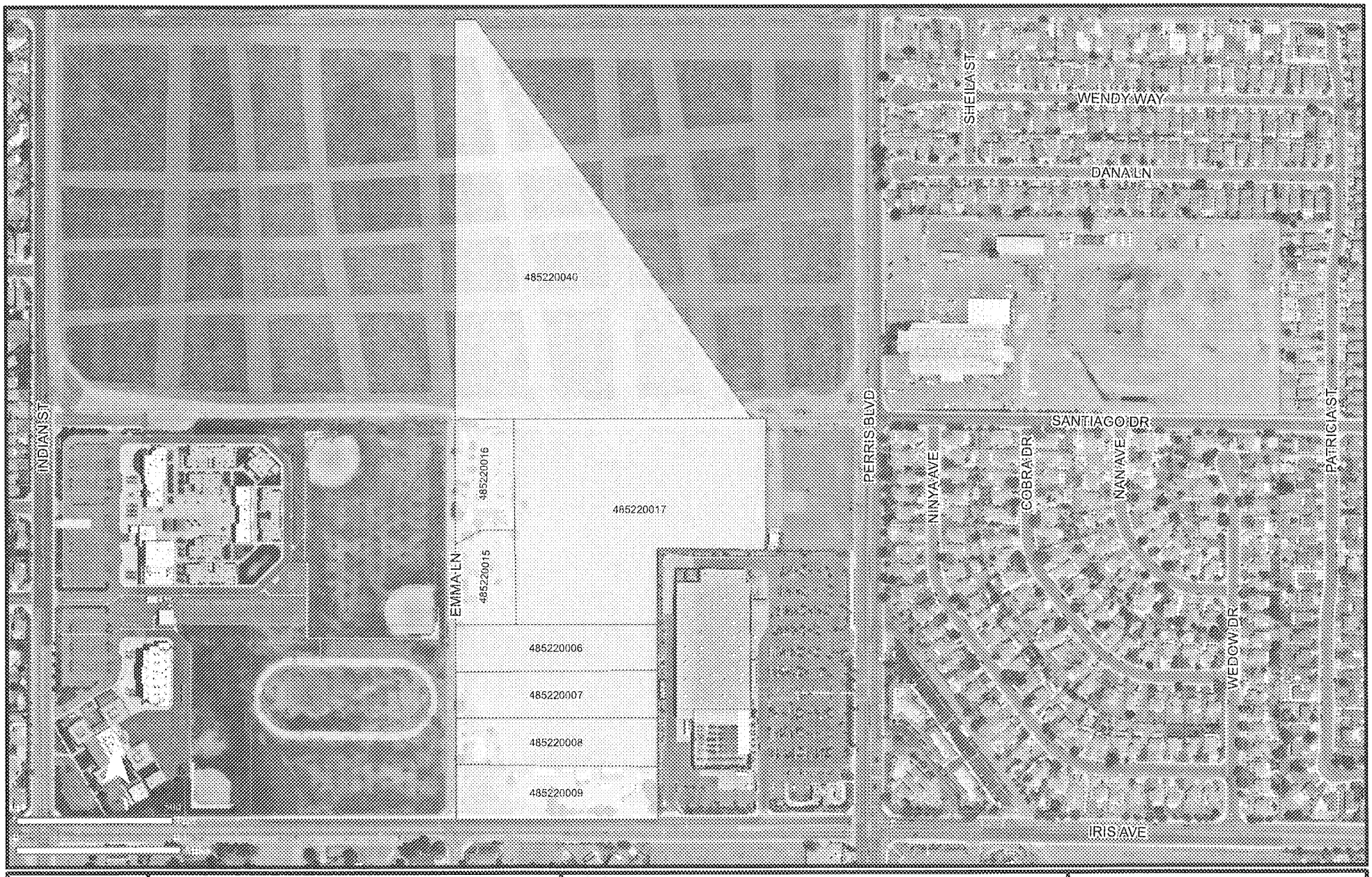

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Map Legend

Area #4 Parcels

Location Map

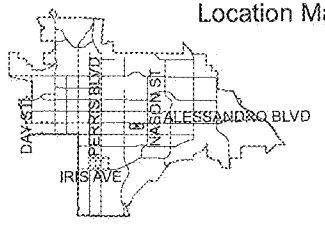

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ATTACHMENT 10

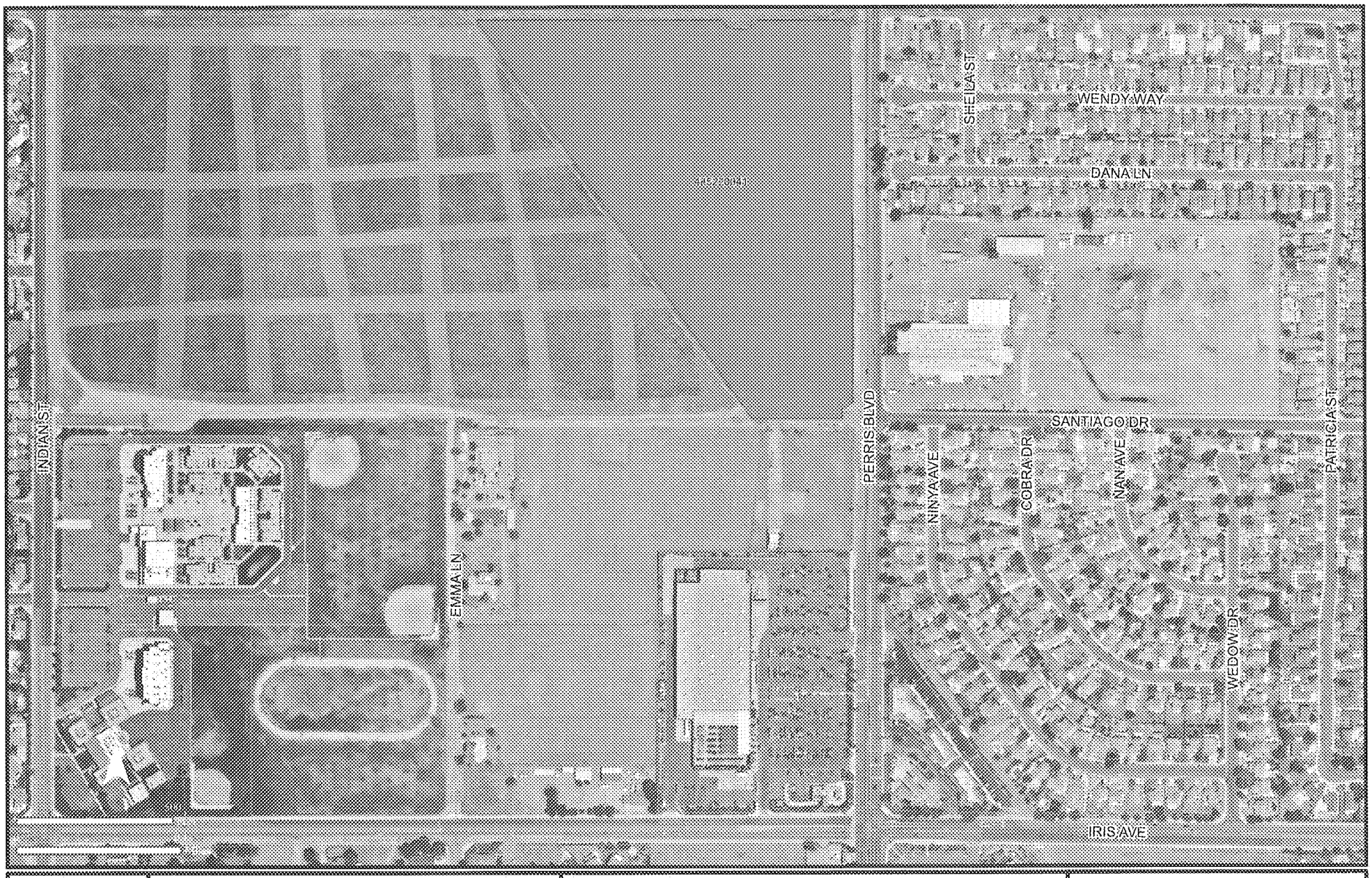

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CITY OF MORENO VALLEY
COMMERCIAL (CC) REZONING

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Map Legend

Area #5 Parcels

Location Map

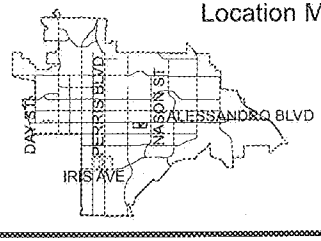

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Alessandro Boulevard Corridor Plan

Proposed Mixed Use Overlay (Frederick St/Heacock St)

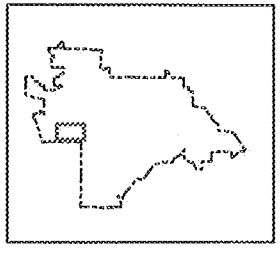

N

0 0.25 Miles

Mixed Use District
- MUI
- MUN

Zoning
- Commercial
- Industrial/Business Park
- Public Facilities
- Office
- Planned Development
- Large Lot Residential
- Residential Agriculture 2 DU/AC
- Residential 2 DU/AC
- Suburban Residential
- Multi-family
- Open Space/Park

MORENO VALLEY

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Alessandro Boulevard Corridor Plan

Proposed Mixed Use Overlay (Perris Blvd)

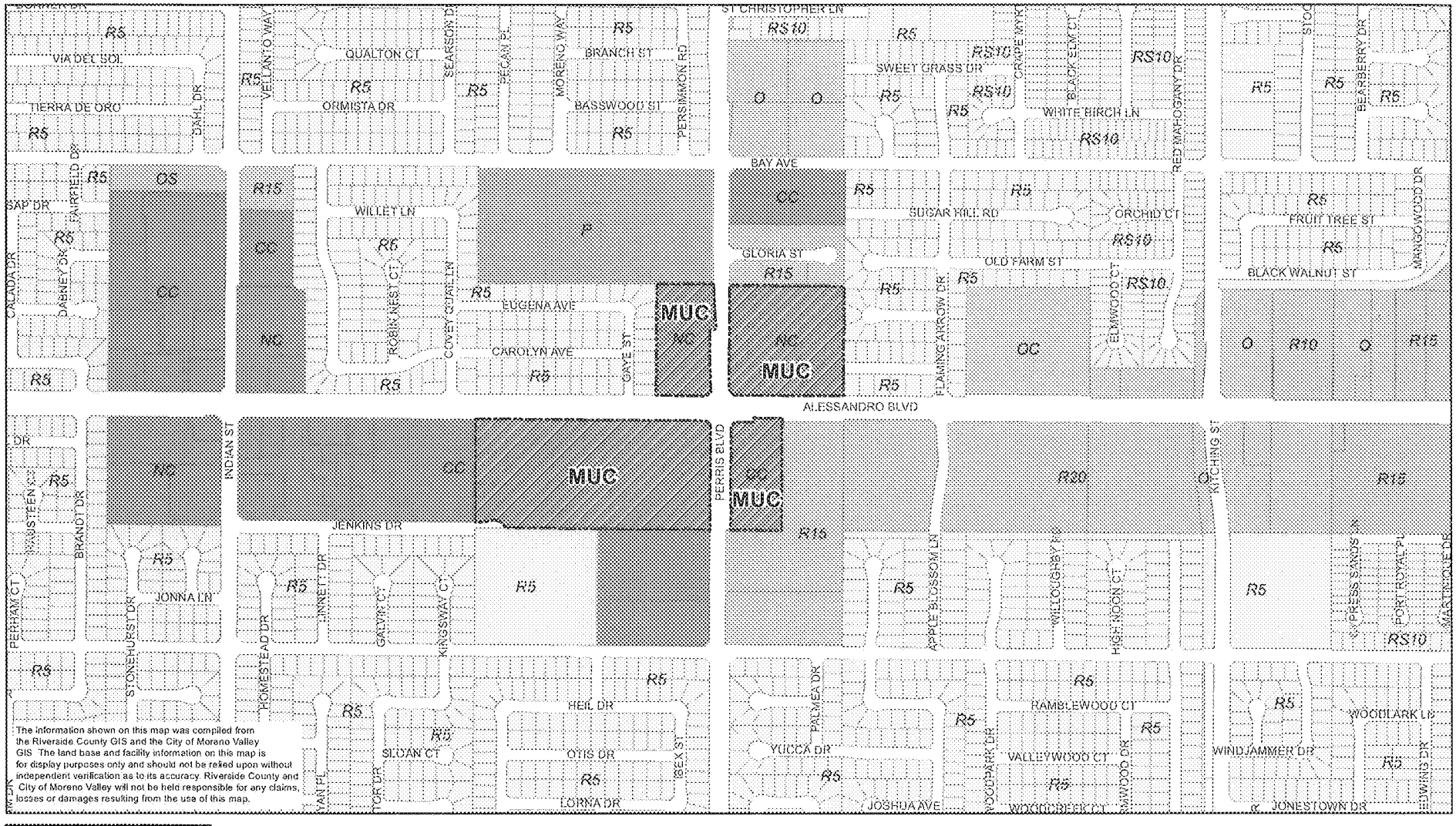

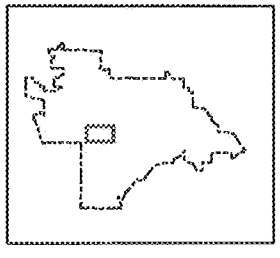

N

0 0.25 Miles

Mixed Use District

- MUC

Zoning

- Commercial
- Industrial/Business Park
- Public Facilities
- Office
- Planned Development
- Large Lot Residential
- Residential Agriculture 2 DU/AC
- Residential 2 DU/AC
- Suburban Residential
- Multi-family
- Open Space/Park

MORENO VALLEY

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Alessandro Boulevard Corridor Plan

Proposed Mixed Use Overlay (Lasselle St)

MV00195568

Alessandro Boulevard Corridor Plan

Proposed Mixed Use Overlay (Nason St)

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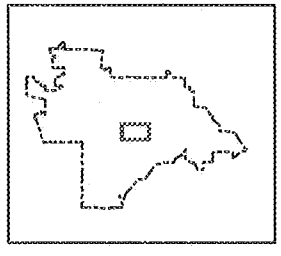

N

0 0.25 Miles

Mixed Use District

- MUI

Zoning

- Commercial
- Industrial/Business Park
- Public Facilities
- Office
- Planned Development
- Large Lot Residential
- Residential Agriculture 2 DU/AC
- Residential 2 DU/AC
- Suburban Residential
- Multi-family
- Open Space/Park

MORENO VALLEY

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Figure 9.15.030-1 – Build-to-Zone
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Chapter 9.02 – Permits and Approvals [Addition]

Sections:

9.02.090 – Administrative Variances

9.02.090 – Administrative variances.

C. Limitations on Administrative Variances. Only the following variances may be granted by the community development director and subject to the following limitations:

5. Decrease in building frontage requirements. In any mixed-use overlay district, the community development director may authorize up to a ten (10) percent decrease in the distance threshold established to specify the required percentage of a building frontage to be built to the Build-To-Zone, as indicated in Table 9.075.050-10 (Mixed-Use Overlay District Development Standards) (i.e., the distance threshold from street intersections for the purposes of calculating building frontage length may be reduced from 300 feet to 270 feet). The community development director is not authorized to reduce the percentage of the building frontage that is required to be built to the Build-To-Zone.

Chapter 9.07.090 – Mixed-Use Overlay Districts [New]

Sections:

9.07.091 – Purpose and Intent
9.07.092 – Applicability
9.07.093 – Purposes of Mixed-Use Overlay District
9.07.094– Permitted Uses in Mixed-Use Overlay Districts
9.07.095 – Mixed-Use Site Development Standards
9.07.096 – Building Frontage Type Standards
9.07.097 – Open Space Standards – Publicly-Accessible Open Space
9.07.098 – Open Space Standards – Private/Common Open Space
9.07.099 – Lot Area Requirements and Lot Consolidation Incentives

9.07.091 – Purpose and Intent

A. Purpose. The purpose of this Chapter to provide regulations that implement the goals and policies of the General Plan, the Alessandro Boulevard Corridor Vision Plan (accepted by the Moreno Valley City Council on June 30, 2010), and other similar long-range planning documents aimed at encouraging mixed-use development within the City.

B. Intent. The Mixed-Use Overlay Districts are intended to:

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1. Stimulate economic development and reinvestment through regulations based upon recognized urban design principles that allow property owners to respond with flexibility to market forces;

2. Create specific development nodes at street intersections with a pedestrian-oriented mix of uses with convenient access between area neighborhoods, housing, employment centers, and retail services;

3. Accommodate intensities and patterns of development that can support multiple modes of transportation including public transit, bicycles, and walking;

4. Facilitate well-designed new mixed-use development projects that combine residential and nonresidential uses (e.g., office, retail, business services, personal services, public spaces and uses, other community amenities, etc.) to promote a better balance of jobs and housing;

5. Ensure compatibility with adjacent existing single-family neighborhoods and harmonious integration with existing commercial areas;

6. Encourage the development of unique district character through a streetscape that provides attractive features (e.g., landscaping, street furniture, niche or linear parks, public places, courtyards, public transportation shelters; etc.) designed to integrate the public realm (e.g., streets, sidewalks, etc.) with adjacent development on private property; and

7. Provide additional property rights while preserving existing property rights. This intent is achieved by providing additional development rights in compliance with this Chapter, which property owners may exercise under certain conditions, while retaining all development rights conferred by the underlying district to property owners in the mixed-use overlay districts. Incentives and advantages include allowing a greater range and mix of uses; more permissive dimensional specifications (e.g., greater floor area ratio, lot coverage ratio, and height; reduced setbacks; etc.); exemption from certain design review requirements; and fee reductions or waivers.

9.07.092 – Applicability

This Section describes the applicability of mixed-use overlay district standards to a property when the property is located within two districts – a base district (e.g., Commercial (C), Office (O), Business Park/Light Industrial (BP), etc.) and a mixed-use overlay district.

A. Relationship between overlay district standards and base district standards. For property within a mixed-use overlay district, the regulations in this Chapter allow mixed-use development as an alternative to the type of development allowed under the base (underlying) district standards.

B. Base district standards.

1. The provisions in this Chapter shall apply to all properties within their respective mixed-use overlay districts, but the provisions do not supersede the underlying base district provisions until a property is developed in compliance with the provisions of this Chapter.

2. New projects may be developed in compliance with the existing underlying base district, provided that all standards and requirements of the underlying base district are met.

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3. Regulations, development standards, and requirements in the underlying base district shall continue to apply to those projects that are currently developed according to the existing standards.

4. For legal non-conforming uses (i.e., uses that do not comply with the provisions of the base district or this Chapter), the provisions in Section 9.02.180 (Legal Nonconforming Uses, Improvements, and Parcels) shall apply.

C. Option to apply mixed-use overlay district standards.

1. The owner or developer of any property within any mixed-use overlay district may choose to develop in compliance with the standards and procedures in this Chapter that apply to the particular mixed-use overlay district in which the property is located.

2. In order to exercise the option to develop under the provisions in this Chapter, approval of a development review application shall be required in compliance with Chapter 9.02.030 (Development Review Process). In granting the approval, the review authority shall find that:

   a. The proposed development is in compliance with the provisions in this Chapter; and

   b. Approval of the project will not reduce the amount of land available in mixed-use overlay zone areas to a point where the City's affordable housing needs under the Regional Housing Needs Assessment (RHNA) cannot be met.

D. Other applicable regulations. Other applicable regulations can be found in Section 9.09.250 (Live-Work Development) and Section 9.09.260 (Mixed-Use Development).

E. Applicable regulations after completion of development. Once a property is developed in compliance with the provisions in this Chapter, the provisions of this Chapter completely supersede the provisions of the underlying base district. Whenever the requirements of the overlay district impose a more or less restrictive standard than the provisions of the underlying base district, the requirements of the overlay district shall govern.

F. Use of photographs. Photographs and illustrations are included in this Chapter for illustrative purposes only. Specific development standards in this Chapter are the controlling language for purposes of development regulation.

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9.07.093 – Purposes of Mixed-Use Overlay Districts

This Section describes the purpose and intent of each mixed-use overlay district.

A. **Mixed-Use Institutional Anchor (MUI) Overlay District.** The Mixed-Use Institutional Anchor (MUI) Overlay District applies to areas around prominent anchor institutions, such as civic centers, medical centers, and educational campuses. The intent is to build upon the role of the institutions by providing opportunities for urban, high-intensity development that serves the needs of visitors, employees, and residents affiliated with the anchor institution and the surrounding region. Development is allowed up to five stories in height with building frontages near or at the sidewalk, wide sidewalks, and parking under or behind buildings. Vertical mixed-use development (ground-floor retail with offices or housing above) is required at important street intersections. Horizontally-integrated or vertically-integrated mixed-use development, with no requirement for ground-floor retail, is allowed in other locations. The overlay district name may be expanded to include the name of the type of anchor institution (e.g., "MUI – Medical Center"). See Figure 9.07.093-1 (Examples of Development in Mixed-Use Institutional Anchor (MUI) Overlay District).

B. **Mixed-Use Community (MUC) Overlay District.** The Mixed-Use Community (MUC) Overlay District applies to areas along major arterials and arterials. The intent is to provide opportunities for the development of pedestrian-oriented blocks with medium-intense development that serves the needs of residents, visitors, and employees from the surrounding community. Development is allowed up to four stories in height with building frontages near or at the sidewalk, wide sidewalks, and parking under or behind buildings. Vertical mixed-use development (ground-floor retail with offices or housing above) is required at important street intersections. Horizontally-integrated or vertically-integrated mixed-use development, with no requirement for ground-floor retail, is allowed in other locations. The overlay district name may be expanded to include the community name (e.g., "MUC – East Alessandro"). See Figure 9.07.093-2 (Examples of Development in Mixed-Use Community (MUC) Overlay District).

C. **Mixed-Use Neighborhood (MUN) Overlay District.** The Mixed-Use Neighborhood (MUN) Overlay District applies to areas along arterials and minor arterials. The intent is to provide an area for low-rise mixed-use development that serves the needs of residents, visitors, and employees from the surrounding immediate neighborhood. Development is allowed up to three stories in height with building frontages near or at the sidewalk, wide sidewalks, and parking under or behind buildings. Vertical mixed-use development (ground-floor retail with offices or housing above) is required at important street intersections. Horizontally-integrated or vertically-integrated mixed-use development, with no requirement for ground-floor retail, is allowed in other locations. The overlay district name may be expanded to include the neighborhood name (e.g., "MUN – Lasselle Crossing"). See Figure 9.07.093-3 (Examples of Development in Mixed-Use Neighborhood (MUN) Overlay District).

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Figure 9.07.093-1
Examples of Development in Mixed-Use Institutional Anchor (MUI) Overlay District

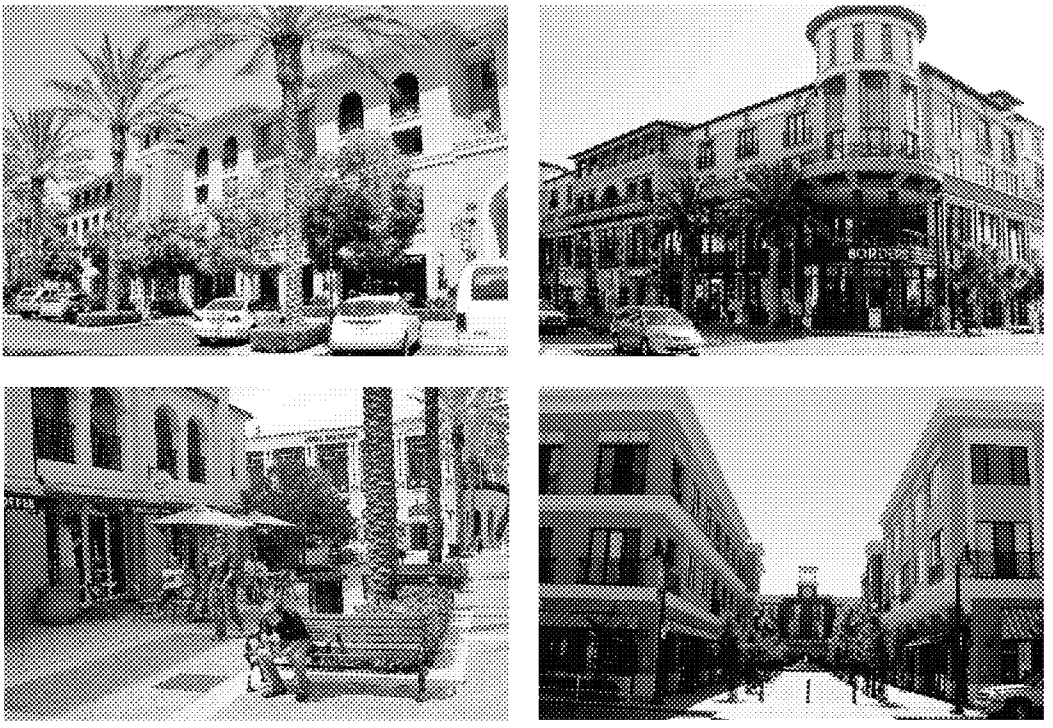

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Figure 9.07.093-2
Examples of Development in Mixed-Use Community (MUC) Overlay District

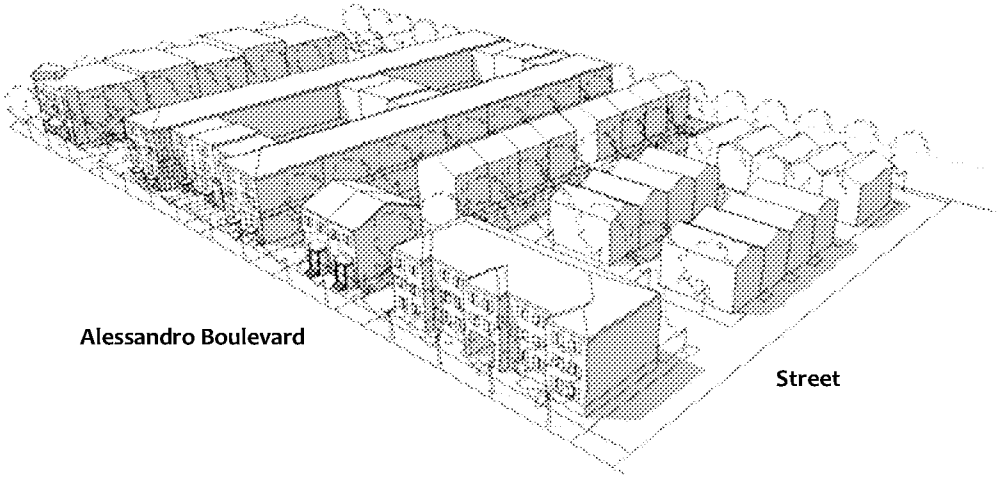

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Figure 9.07.093-3
Examples of Development in Mixed-Use Neighborhood (MUN) Overlay District

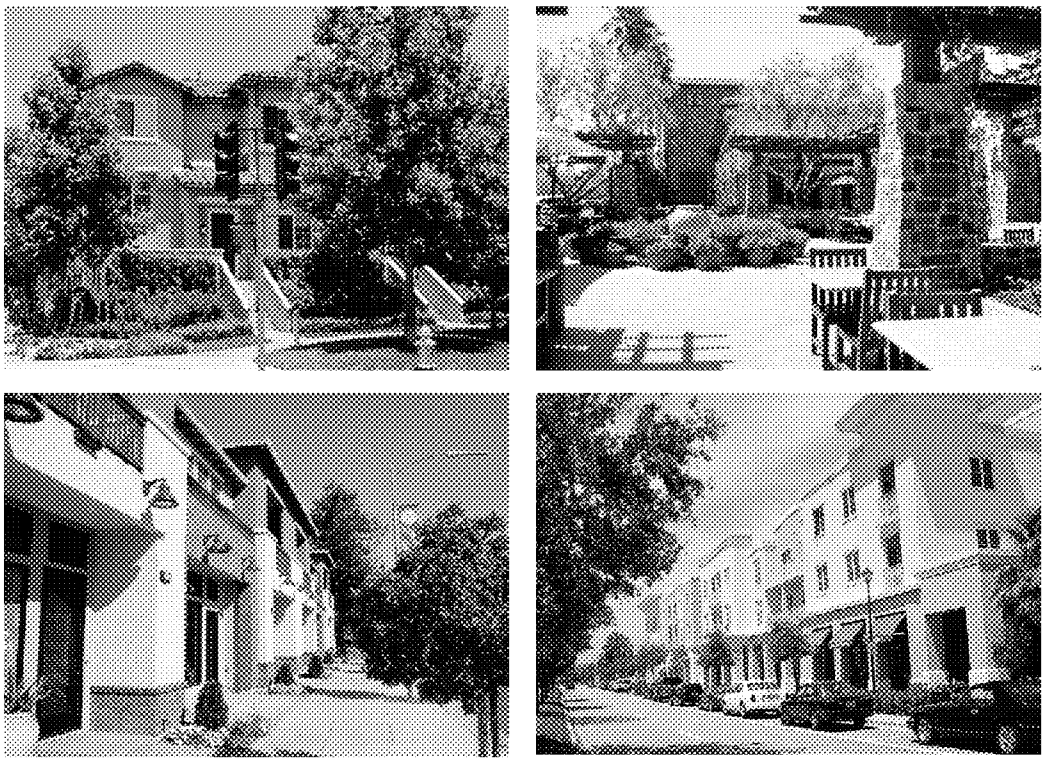

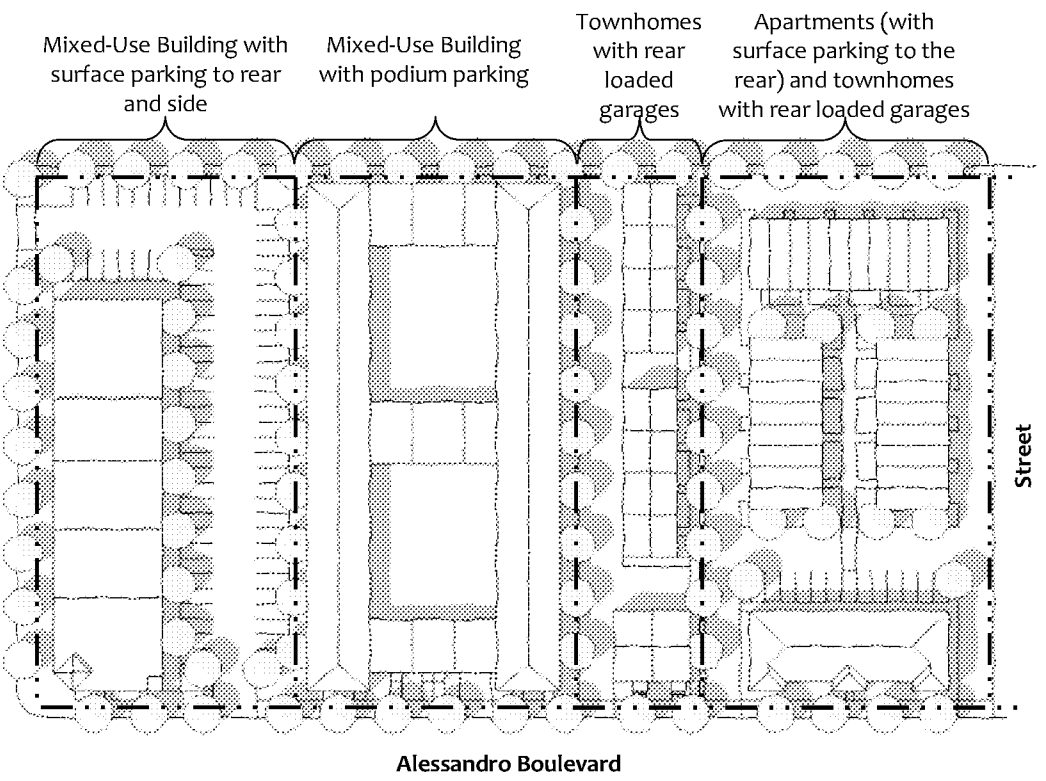

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9.07.094 – Permitted Uses in Mixed-Use Overlay Districts

For the mixed-use overlay districts, unless otherwise expressly provided in this Title, permitted uses are limited to those described in the Permitted Uses Table 9.02.020-1 in Section 9.02.020 (Permitted Uses) of this Title. Any use not listed in Table 9.02.020-1 as a permitted use, conditional use, or accessory use shall be prohibited.

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9.07.095 – Mixed-Use Overlay District Site Development Standards

This Section provides standards that govern development on properties located in the Mixed-Use Overlay Districts. See Table 9.07.095-10 (Mixed-Use Overlay District Development Standards) and related illustrations. For the purpose of this Zoning Code, mixed-use projects shall comply with nonresidential standards when no mixed-use standards exist.

Table 9.07.095-10: Mixed-Use Overlay District Development Standards

Development Features	*MUI*	*MUC*	*MUN*
Density Standards	*Maximum density for residential uses expressed as dwelling units per net acre. See § 9.08.060 (Development Density)*		
Residential Uses	40 du/ac	30 du/ac	30 du/ac
Intensity Standards	*Maximum floor area ratio (FAR) for nonresidential uses.*		
Nonresidential Uses **(1)**	1.0 (less than 50% residential) 1.25 (greater than 50% residential)	1.0	1.0
Block Standards	*Maximum dimensions required for each newly created block as measured from edge of right-of-way line. See "Block" in § 9.15.030 (Definitions). See Figure 9.07.095-4.*		
Block Length [redacted]	600 ft (max)	500 ft (max)	500 ft (max)
Block Perimeter [redacted]	1,800 ft	1,600 ft	1,500 ft

Notes:
(1) Podium and underground parking is not counted toward floor area ratio (FAR). Includes residential FAR.

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Table 9.07.095-10: Mixed-Use Overlay District Development Standards (continued)

Development Features	*MUI*	*MUC*	*MUN*
Building Placement Standards			
Build-to-Zone	*The area between the minimum and maximum setbacks within which the principal building's front façade (building façade line) is to be located. See "Build-to-Zone" in § 9.15.030 (Definitions). See Figure 9.07.095-5*		
Front Along Alessandro Blvd	0 - 15 ft	0 - 10 ft	0 - 10 ft
Front All other Streets	0 - 15 ft	0 - 10 ft	0 - 10 ft
Street Side Setback	0 - 15 ft	0 - 10 ft	0 - 10 ft
Setback	*Minimum and maximum required setbacks. See § 9.08.030 (Accessory Structures) for allowed projections into setbacks. See Figure 9.07.095-6*		
Front Setback Along Alessandro Blvd	0 ft (min); 15 ft (max)	0 ft (min); 10 ft (max)	0 ft (min); 10 ft (max)
Front Setback All other Streets	0 ft (min); 15 ft (max)	0 ft (min); 10 ft (max)	0 ft (min); 10 ft (max)
Street Side Setback	0 ft (min); 15 ft (max)	0 ft (min); 10 ft (max)	0 ft (min); 10 ft (max)
Interior Side Setback (2)	5 ft (min); No max	5 ft (min); No max	5 ft (min); No max
Rear Setback (2)	10 ft (min); No max	10 ft (min); No max	10 ft (min); No max
Building Frontage Length	*% of building built to BTZ. See "Build-to-Zone" in § 9.15.030 (Definitions). See Figure 9.07.095-7.*		
Within 300 ft of street intersections	65%	65%	65%
Over 300 ft from street intersections	50%	50%	50%
Building Standards	*See "Underground Levels" and "Mezzanines/Lofts" in § 9.15.030 (Definitions). See Figure 9.07.095-8.*		
Number of Stories (3)	5 max	4 max	3 max
Maximum Height (3)	60 ft	55 ft	45 ft
Underground Levels	Allowed	Allowed	Allowed
Mezzanines/Lofts (4)	Allowed	Allowed	Allowed
Building Frontage Types	*See § 9.07.096 (Frontage Type Standards).*		
Along Alessandro Boulevard within 300 ft of Intersections	Live-Work Office Storefront	Live-Work Office Residential Storefront	Live-Work Office Residential Storefront
Elsewhere	Live-Work Office Residential Storefront	Live-Work Office Residential Storefront	Live-Work Office Residential Storefront

Notes:

(2) Wherever a lot abuts a lot in any single-family residential district, a minimum setback equal to the building height, but not less than 10 feet shall be required.

(3) Wherever a lot abuts a lot in any single-family residential district, a 15-foot upper story stepback is required for those portions of buildings that are above 30 feet from finished grade.

(4) Mezzanines and lofts shall not be counted as a floor if less than 1/3 of the unit's floor area.

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Table 9.07.095-10: Mixed-Use Overlay District Development Standards (continued)

Development Features	*MUI*	*MUC*	*MUN*
Site Planning Standards			
Parking Standards	*See § 9.11 (Parking Standards) and Figure 9.07.095-9.*		
Surface Parking	20 ft min setback from front lot line; 15 ft min setback from side lot line	20 ft min setback from front lot line; 15 ft min setback from side lot line	20 ft min setback from front lot line; 15 ft min setback from side lot line
Garage / Tuck-Under Parking	Prohibited along front lot lines	Prohibited along front lot lines	Prohibited along front lot lines
Underground / Podium Parking	Allowed beneath building footprint	Allowed beneath building footprint	Allowed beneath building footprint
Above-Ground Parking Structure **(5)**	Allowed if screened from views from public right-of-way and adjacent single-family residential districts	Allowed if screened from views from public right-of-way and adjacent single-family residential districts	Allowed if screened from views from public right-of-way and adjacent single-family residential districts
Open Space Standards			
Publicly Accessible Open Space (nonresidential)	*See § 9.07.098 (Open Space Standards – Publicly Accessible Open Space).*		
	15% of net lot area	10% of net lot area	10% of net lot area
Private Open Space (multi-family residential)	*See § 9.07.099 (Open Space Standards – Private/Common Open Space).*		
1st floor	150 sq ft per unit	150 sq ft per unit	150 sq ft per unit
Upper floors	100 sq ft per unit	100 sq ft per unit	100 sq ft per unit
Common Open Space (multi-family residential)	300 sq ft per unit	300 sq ft per unit	300 sq ft per unit

Notes:

(5) Minimum interior depth of building liner space that wraps above-ground parking structures facing Alessandro Boulevard shall be 30 feet from the building façade line, as defined in Section 9.15.030 (Definitions).

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Figure 9.07.095-4: Block Standards

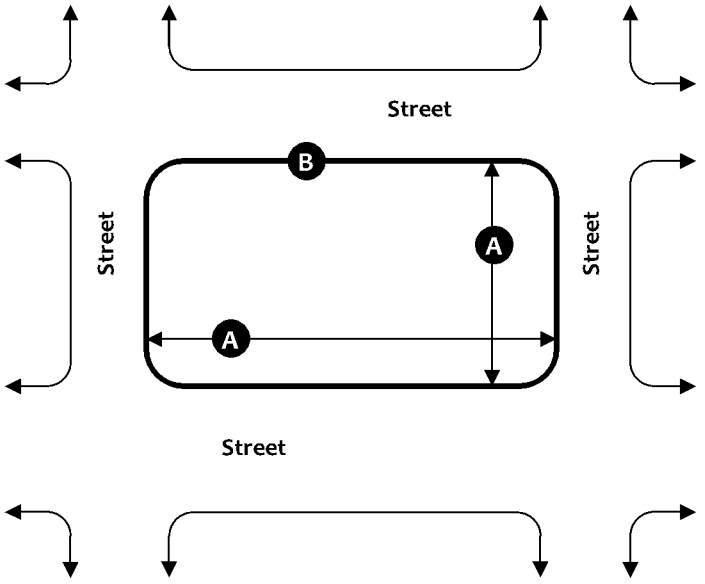

Figure 9.07.095-5: Build-to-Zone Standards

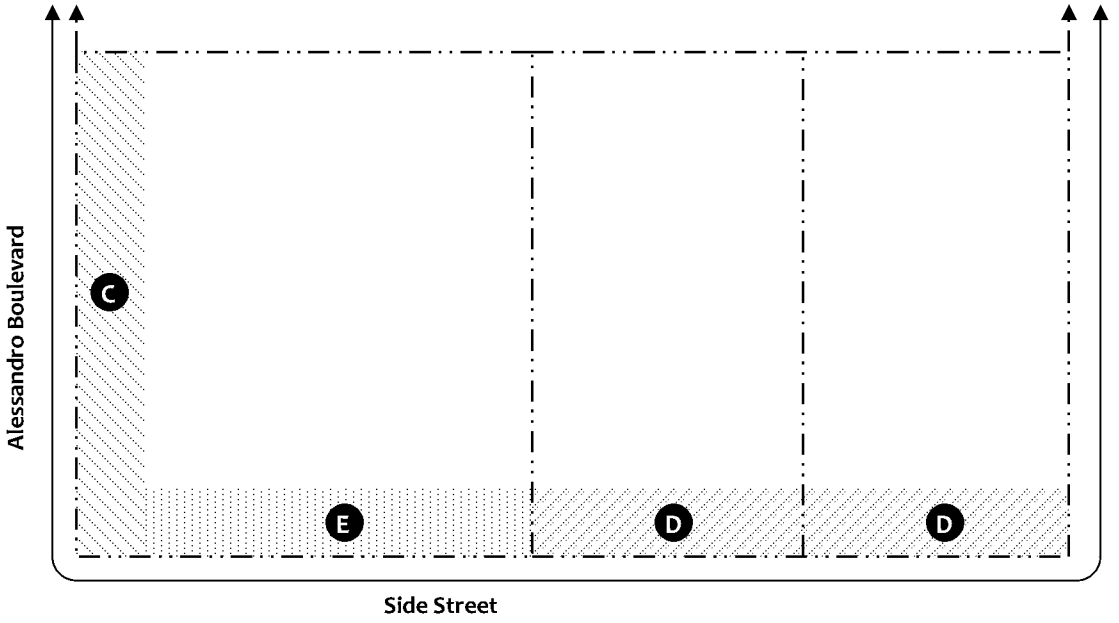

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Figure 9.07.095-6: Setback Standards

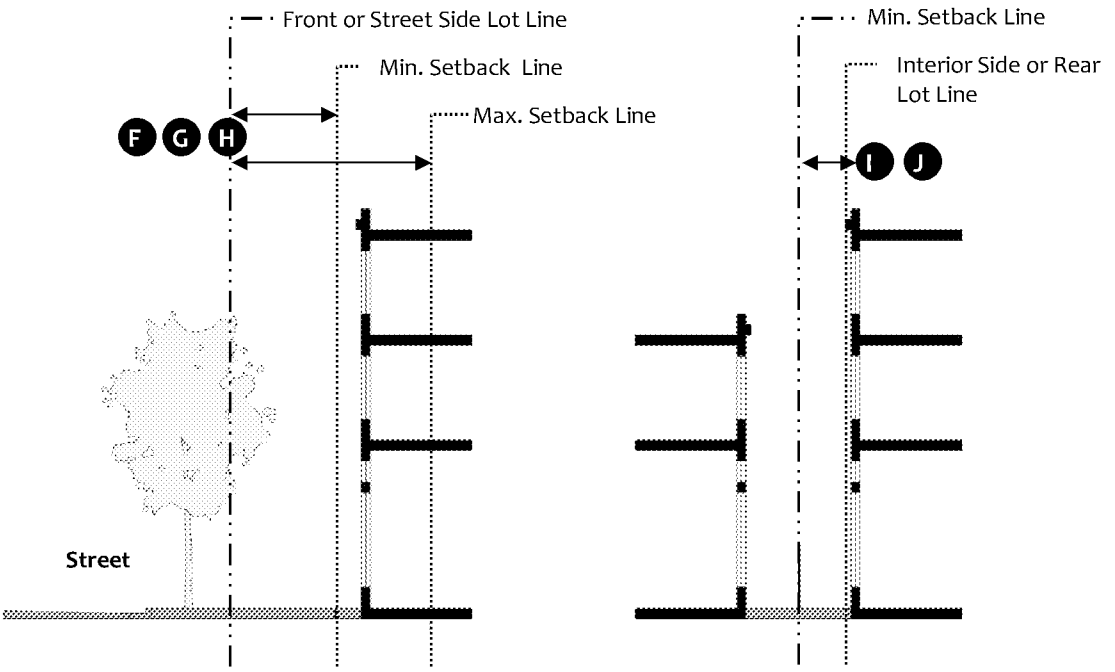

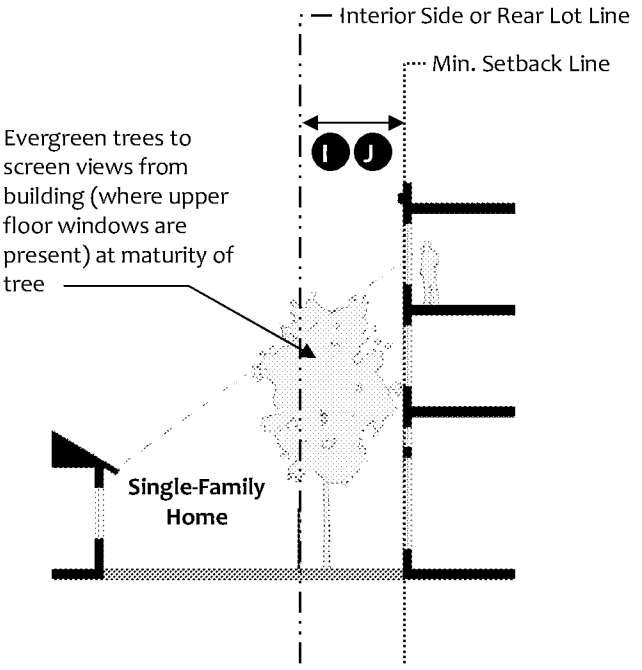

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Figure 9.07.095-7: Building Frontage Length

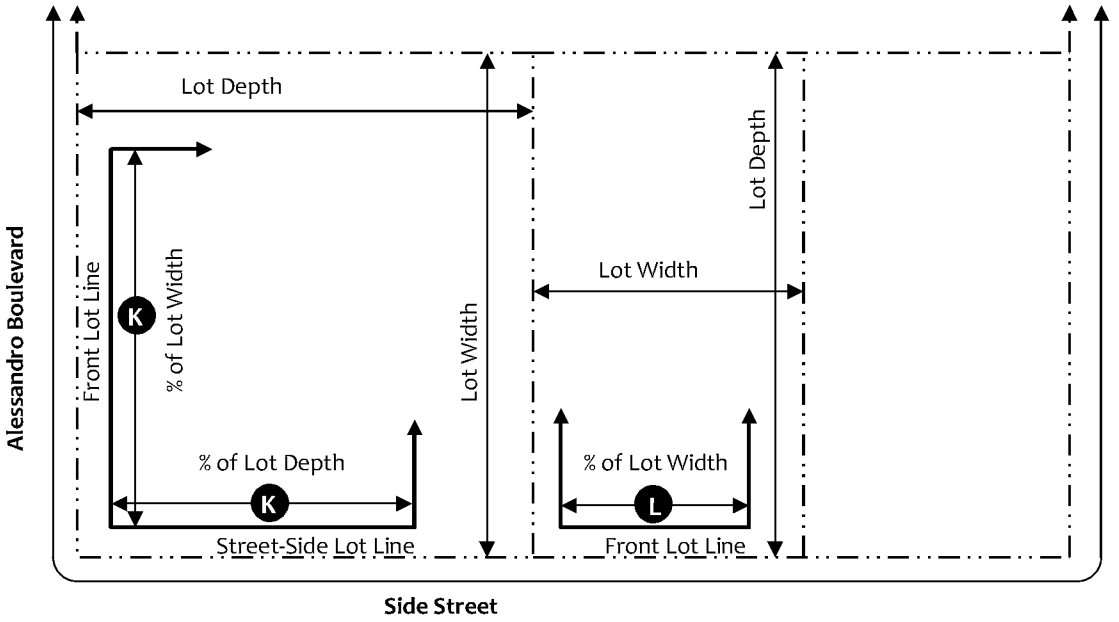

Figure 9.07.095-8: Building Standards and Building Frontage Types

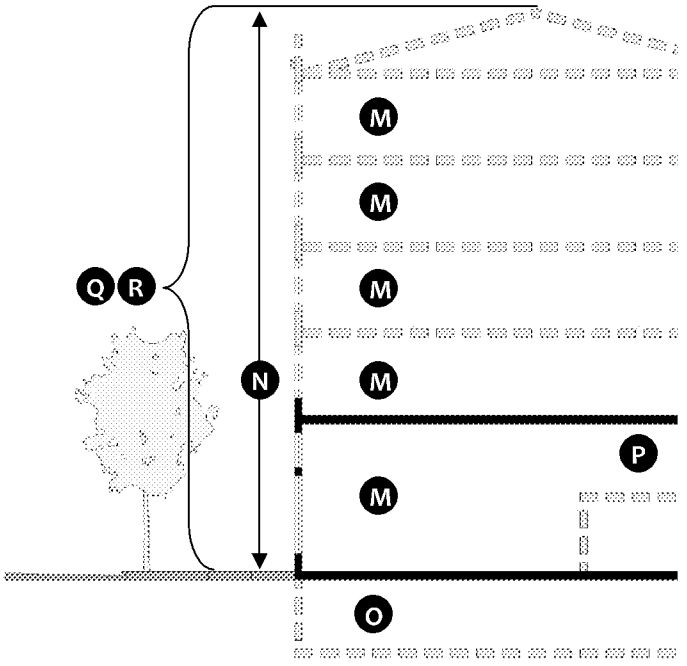

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Figure 9.07.095-9: Parking Standards

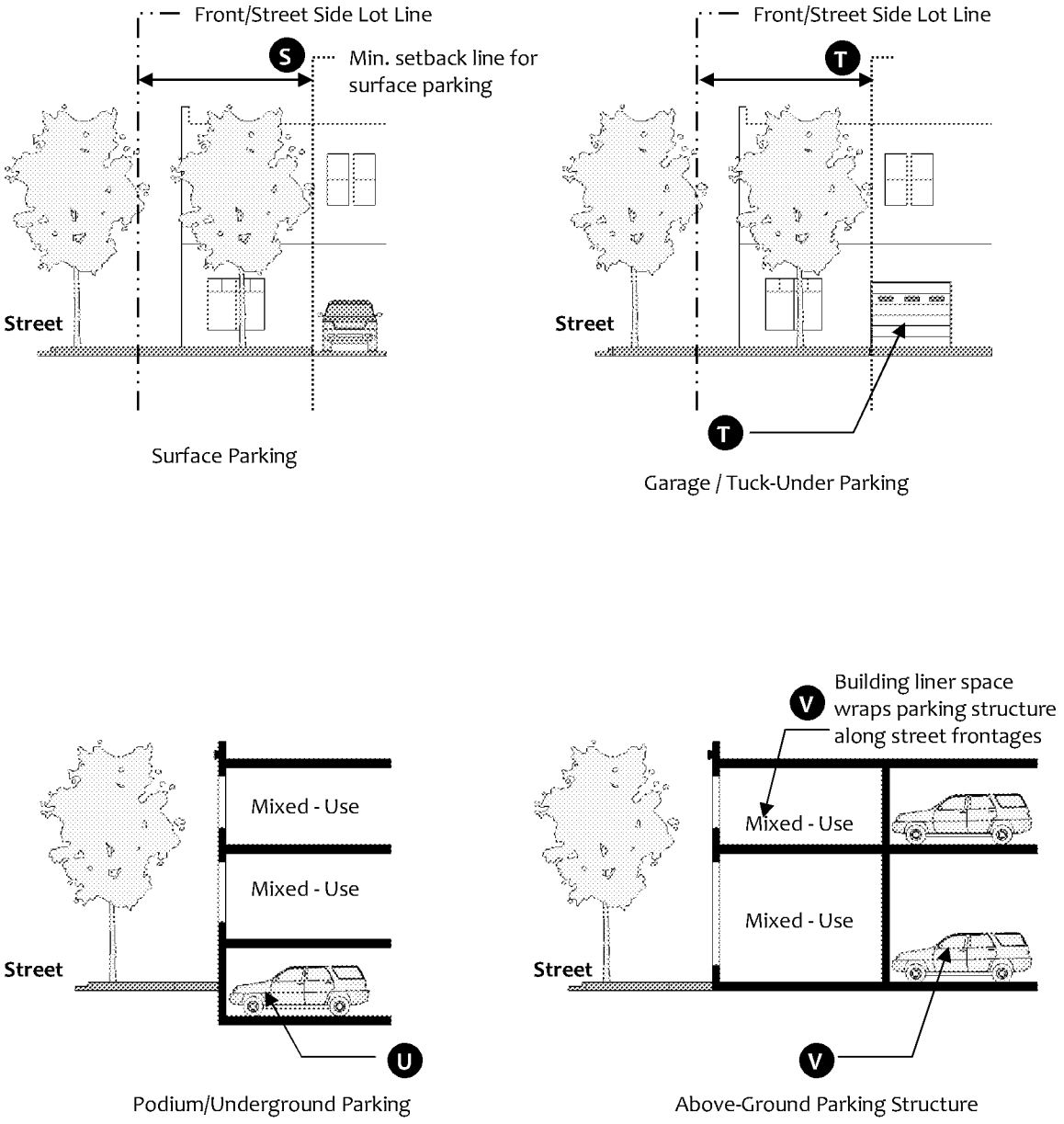

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9.07.096 – Building Frontage Type Standards

This Section provides frontage type standards for buildings in the mixed-use overlay districts. Table 9.075.050-10 specifies allowable building frontage types for each mixed-use overlay district.

A. Types of building frontages.

1. **Live-Work/Office Fronts:** A frontage that reinforces both residential and work activities that can occur in the building. The elevation of the ground floor is located at or near the grade of sidewalk to provide direct public access to the building. Entrances and windows are provided on the front of the facade to provide eyes on the street and direct sidewalk access to commercial and office uses. The front setback (if provided) may be improved with landscaping or as an extension of the public sidewalk to create a more pedestrian-friendly environment. See also Section 9.09.250 (Live-Work Development).

2. **Residential Fronts:** A frontage that reinforces the residential character and use of the building. The elevation of the ground floor is elevated above the grade of the lot to provide privacy for residences by preventing direct views into the home from the sidewalk. Entrances and windows are provided on the front of the facade to provide eyes on the street and direct sidewalk access to the building. Stoops are allowed to project into the front setback to enhance entrances. The front setback is primarily improved with landscaping.

3. **Storefronts:** A frontage that reinforces the commercial character and use of the ground floor of the building. The elevation of the ground floor is located at or near the grade of sidewalk to provide direct public access into the building. Large storefronts display windows are provided on the front of the facade to encourage visual access to merchandise displays and to encourage window shopping. Awnings or marquees are provided over storefront windows and entrances. The front setback (if provided) is primarily improved as an extension of the public sidewalk to create a more pedestrian friendly environment.

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B.	Live-Work/Office Frontage Standards (1)	Figure 9.07.096-10
A	Elevation of Ground Floor	The ground floor elevation shall be located near the elevation of the sidewalk to minimize the need for external steps and external ADA ramps at public entrances.
B	Minimum Ground Floor Interior Height	12 feet minimum (floor-to-floor height) (Commercial Ready)
C	Ground Floor Unit Entrances	All ground floor tenant spaces that have street frontage shall have entrances on a facade fronting a street. All other ground floor uses may have a common lobby entrance along the front facade or private entrances along other facades.
	Upper Floor Unit Entrances	Entrances to upper floor units may be provided through a common lobby entrance and/or by a common entrance along a facade fronting a street.
	Recessed Entrances	Entrances may be recessed into the facade.
D	Ground Floor Windows	At least 40% of the surface area of the ground floor facade **(2)** shall be occupied by windows **(3)**.
E	Upper Floor Windows	At least 25% of the surface area of each upper floor façade **(2)** shall be occupied by windows **(3)**.
F	Awnings and Marquees	Awnings or marquees may be provided over storefront windows and entrances. Awning and marquees may project up to 6 feet from the facade and extend over the sidewalk provided that at least 8 feet of vertical clearance is provided.
G	Projecting Elements (Balconies, Roof Overhangs, Shade Structures, and Bay Windows)	Projecting Elements on upper floors may project three feet from the facade and project into the setback.
H	Sidewalk and Setback Treatment	The public sidewalk shall be improved with street trees with an average spacing of 30' on-center and pedestrian-scaled street lights (no taller than 14 feet). If the front facade is setback from the public sidewalk, the setback shall be landscaped and/or improved as an extension of the public sidewalk.

Notes:

(1) See Section 9.09.250 (Live-Work Development).

(2) As measured by multiplying the width of the facade by the floor-to-floor height. Opening in the facade (such as entrances to parking facilities or covered outdoor hallways/entrances) shall be subtracted from the surface area calculation.

(3) All parts of the window (e.g. head, jamb, frame, sash, sill, muntin bars, and panes) that are visible on the elevation drawing shall be included as "window" in the calculation. Portions of the window that are not visible on the elevation drawing (such as a window that is blocked by a solid balcony wall) shall not be included in the calculation).

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Figure 9.0.096-10: Live-Work/Office Frontage Standards

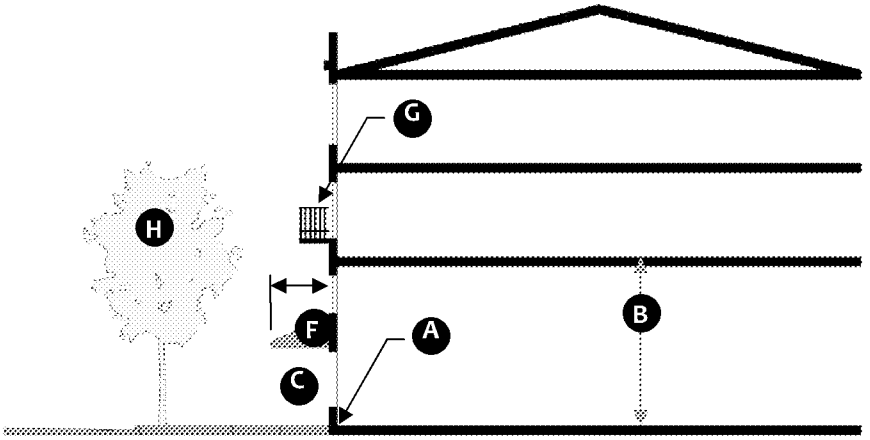

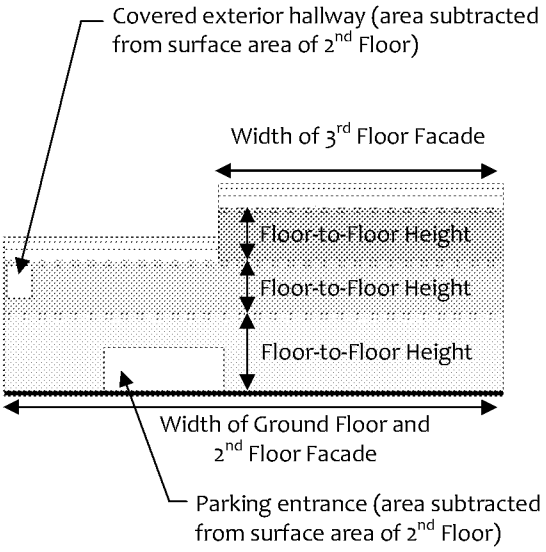

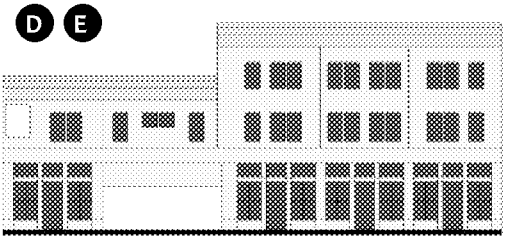

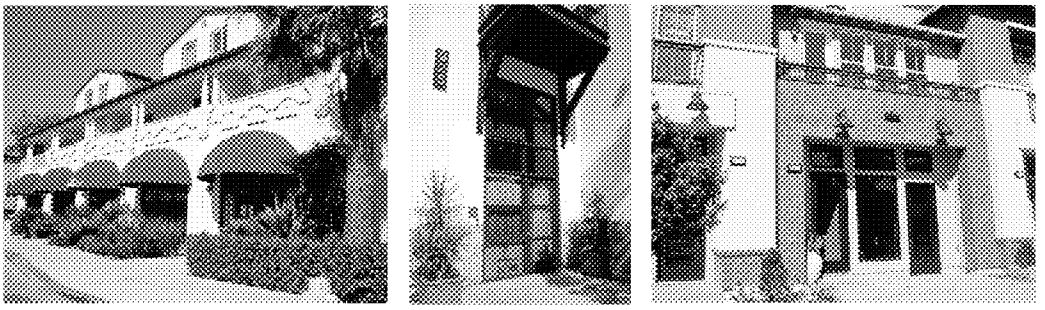

Examples of Live-Work Frontages

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C.	Residential Frontage Standards	Figure 9.07.096-11
A	Elevation of Ground Floor	The ground floor elevation shall be located within 6 feet of the ground surface of the adjacent sidewalk or walkway.
B	Minimum Ground Floor Ceiling Height	10 feet minimum (floor-to-floor height)
C	Ground Floor Unit Entrances	Entrances to ground floor units that have street frontage may be provided through a common lobby entrance and/or by private entrances from the adjacent sidewalk.
	Upper Floor Unit Entrances	Entrances to upper floor units may be provided through a common lobby entrance and/or by a common entrance along a facade fronting a street.
	Recessed Entrances	Entrances may be recessed into the facade.
D	Ground and Upper Floor Windows	At least 25% of the surface area of the ground and upper floor façade **(1)** shall be occupied by windows **(2)**.
E	Stoops and Front Porches	Stoops and front porches may be provided in front of building and unit entrances. Stoops and front porches may project up to 5 feet from the facade and project into the setback.
F	Projecting Elements (Balconies, Roof Overhangs, Shade Structures, and Bay Windows)	Projecting Elements on upper floors may project 3 feet from the facade and project into the setback.
G	Sidewalk and Setback Treatment	The public sidewalk shall be improved with street trees with an average spacing of 30 feet on-center and pedestrian-scaled street lights (no taller than 14 feet). If the front facade is setback from the public sidewalk, the setback shall be landscaped (excluding stoops/front porches and paved paths to building entrances).

Notes:

(1) As measured by multiplying the width of the facade by the floor-to-floor height. Opening in the facade (such as entrances to parking facilities or covered outdoor hallways/entrances) shall be subtracted from the surface area calculation.

(2) All parts of the window (e.g. head, jamb, frame, sash, sill, muntin bars, and panes) that are visible on the elevation drawing shall be included as "window" in the calculation. Portions of the window that are not visible on the elevation drawing (such as a window that is blocked by a solid balcony wall) shall not be included in the calculation).

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Figure 9.07.096-11: Residential Frontage Standards

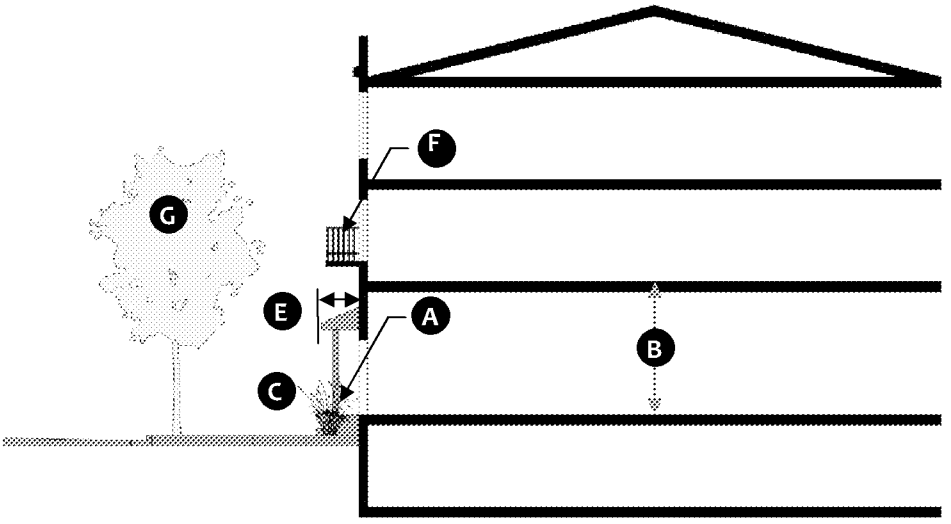

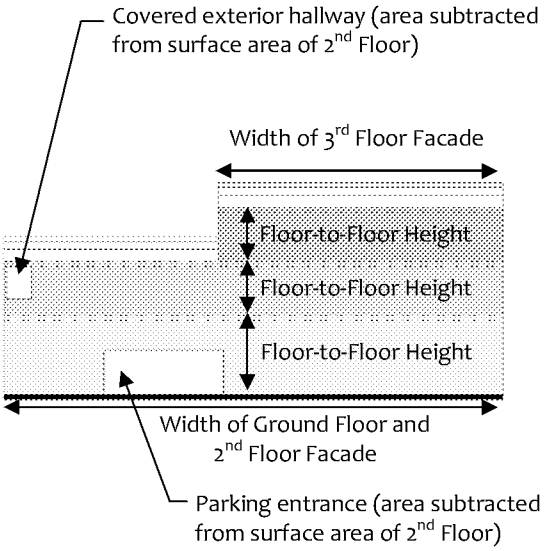

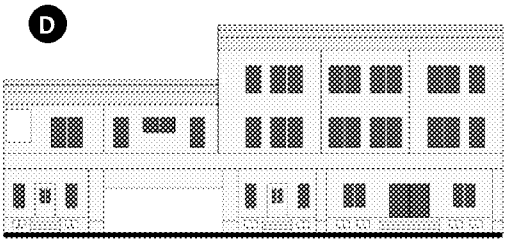

Examples of Residential Frontages

MV00195592

D.	Storefront Standards	Figure 9.07.096-12
A	Elevation of Ground Floor	The ground floor elevation shall be located near the elevation of the sidewalk to minimize the need for external steps and external ADA ramps at public entrances.
B	Minimum Ground Floor Ceiling Height	15 feet minimum (floor-to-floor height) (Commercial Ready)
C	Storefront Entrances	All ground floor tenant spaces that have street frontage shall have storefront entrances on the facade fronting a street.
	Lobby Entrances	Lobby entrances to upper floor uses shall be located on a facade fronting a street.
	Recessed Entrances	Storefront and lobby entrances may be recessed into the facade.
D	Ground Floor Windows	At least 50% of the surface area of the ground floor façade **(1)** shall be occupied by windows **(2)**.
E	Upper Floor Windows	At least 25% of the surface area of each upper floor facade[1] shall be occupied by windows[2].
F	Awnings and Marquees	Awnings or marquees are required over storefront windows and entrances. Awning and marquees may project up to 6 feet from the facade and extend over the sidewalk provided that at least 8 feet of vertical clearance is provided.
G	Projecting Elements (Balconies, Shade Structures, and Bay Windows)	Projecting Elements on upper floors may project 3 feet from the facade and project into the setback.
H	Sidewalk and Setback Treatment	The public sidewalk shall be improved with street trees with an average spacing of 30 feet on-center and pedestrian-scaled street lights (no taller than 14 feet). If the front facade is setback from the public sidewalk, the setback shall be improved as an extension of the public sidewalk.

Notes:

(1) As measured by multiplying the width of the facade by the floor-to-floor height. Opening in the facade (such as entrances to parking facilities or covered outdoor hallways/entrances) shall be subtracted from the surface area calculation.

(2) All parts of the window (e.g. head, jamb, frame, sash, sill, muntin bars, and panes) that are visible on the elevation drawing shall be included as "window" in the calculation. Portions of the window that are not visible on the elevation drawing (such as a window that is blocked by a solid balcony wall) shall not be included in the calculation).

MV00195593

Figure 9.07.096-12: Storefront Standards

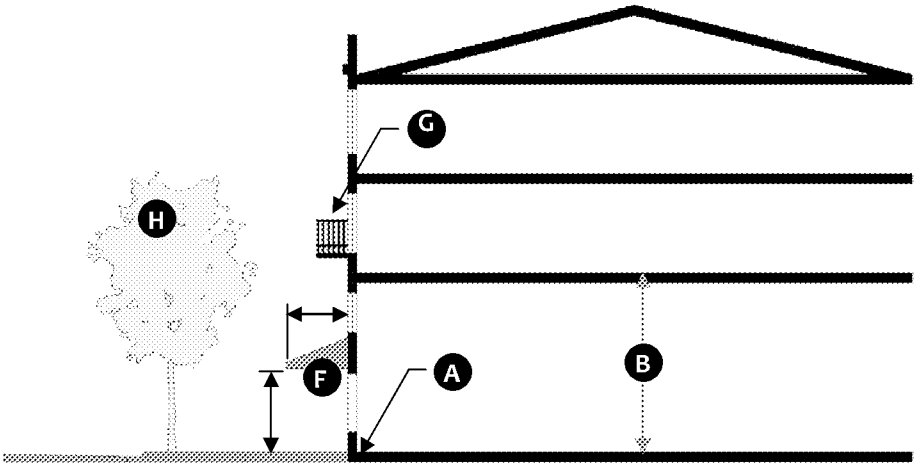

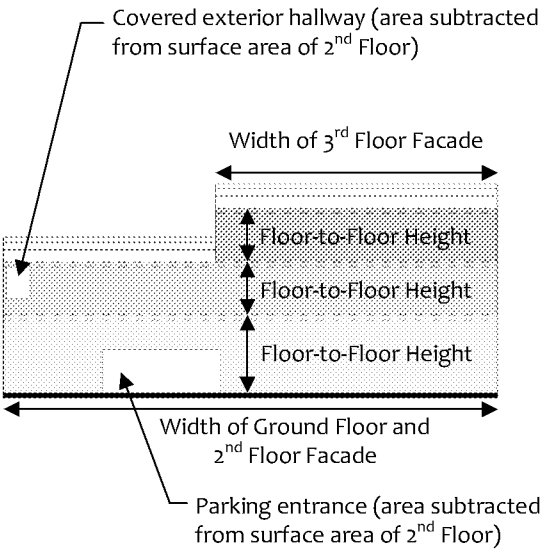

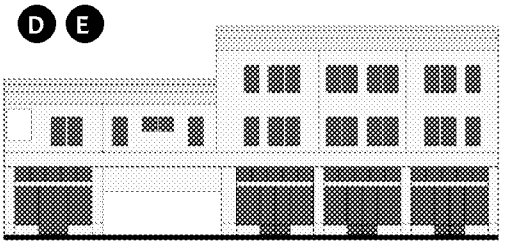

Examples of Storefronts

MV00195594

9.07.097 – Open Space Standards – Publicly-Accessible Open Space

This Section provides standards for publicly accessible open space areas in order to ensure a high level of pedestrian connectivity and activity between the public realm and the private realm, as defined in Chapter 9.15 (Definitions).

A. Minimum size. All new nonresidential development shall provide publicly accessible open spaces as a percentage of the total development site area as indicated in Table 9.075.050-10 (Mixed-Use Site Development Standards).

B. Eligible areas. Publicly accessible open space areas shall not include parking, driveway, or rear setback areas, but may include front and side setback areas provided that they are integrated into the overall design of the project.

C. Ground-level installation. Plazas, courtyards, or other similar publicly accessible open space areas shall be installed at ground level and shall be incorporated into the design of the development.

D. Visibility and accessibility. Public open space areas shall be visible and accessible from the public rights-of-way to engage the interest of pedestrians and encourage public use.

E. Landscaping and hardscapes. Landscaping shall comply with Chapter 9.17 (Landscape and Water Efficiency Requirements). In addition, a combination of landscape and hardscape materials shall be used in the design of these areas and shall include the following components:

1. Hardscape paving may include brick, stone, interlocking concrete pavers, textured concrete, and/or impressed patterned concrete. Hardscape elements may include, but are not limited to, seating areas, potted plant materials, water features, and public art installations.

2. The balance of the open space areas shall be landscaped with turf, shrubs, or groundcover, and trees. All plant materials shall be in proportion to the height and mass of the building and shall be permanently maintained.

F. Minimum height to width ratios. In order to achieve sunlight and air circulation in required publicly accessible open space areas, the following minimum height to width ratios shall be provided:

1. Enclosed Open Space (i.e., open space that is enclosed on four sides, such as a courtyard): 2 to 1 ratio. The required open space shall have a width of at least one-half the height of the adjacent building façade (measured perpendicularly from the façade). This requirement shall apply to all sides of the required open space.

2. Open Space that is open on one or more sides: 3 to 1 ratio. The required open space shall have a width of at least one-third the height of the adjacent building facade (measured perpendicularly from the façade). This requirement shall apply to all sides of the required open space.

MV00195595

G. Design configuration.

1. In the Mixed-Use Institutional Anchor (MUI) Overlay District, sharing of the required publicly-accessible open space ("quasi-public space") for nonresidential uses and the required common open space for residential uses, indicated in Table 9.07.095-10 (Mixed-Use Overlay District Site Development Standards), may be allowed by the applicable review authority when it is clear that the open space will provide direct benefit to residents of the project and the public in general subject to the following limitations:

    a. Up to 30 percent of the required open space for residential uses in a horizontal mixed use project may be provided as quasi-public open space within the nonresidential component of the project; or

    b. Up to 50 percent of the required open space for residential uses in a vertical mixed use project may be provided as quasi-public open space within the nonresidential component of the project.

    c. The minimum dimension (length and width) of shared common open space areas shall be 20 feet. These areas shall be located at grade and shall be accessible for use by the general public.

    d. Quasi-public open space areas shall not include outdoor dining areas or other outdoor activity areas for exclusive use by an individual business.

    e. Quasi-public open space areas are areas located on private property and accessible to the general public. These areas shall include pedestrian oriented amenities, including enhanced seating, lighting, paving, landscaping, public art, water features, and other similar features deemed appropriate by the Community Development Director.

2. Publicly accessible open space areas shall be located and configured as any one of the following:

    a. Forecourt: The publicly accessible open space area is located along a recessed center section of the front façade of the building as illustrated in Figure 9.07.098-13 (Publicly Accessible Open Space – Forecourt).

    b. Front: The publicly accessible open space area is located along the street facing frontage of the building as illustrated in Figure 9.07.098-13 (Publicly Accessible Open Space – Front).

    c. "L" Shaped: The publicly accessible open space area is located along the front and side of the lot as illustrated in Figure 9.07.098-13 (Publicly Accessible Open Space – "L" Shaped).

    d. Paseo or Central Courtyard: The publicly accessible open space area is located on the side of the building or along a center pedestrian paseo or courtyard as illustrated in Figure 9.07.098-13 (Publicly Accessible Open Space – Paseo or Central Courtyard).

MV00195596

Figure 9.07.098-13
Publicly Accessible Open Space – Forecourt

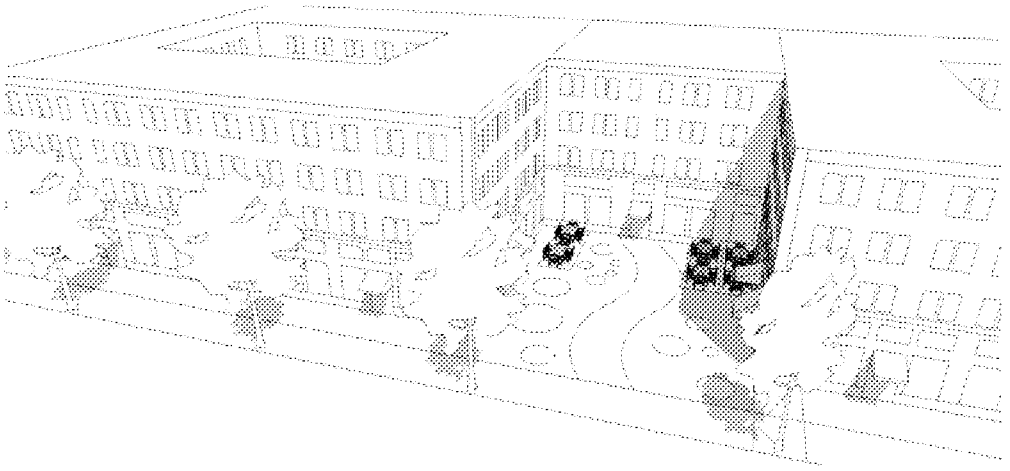

Figure 9.07.098-13
Publicly Accessible Open Space – Front

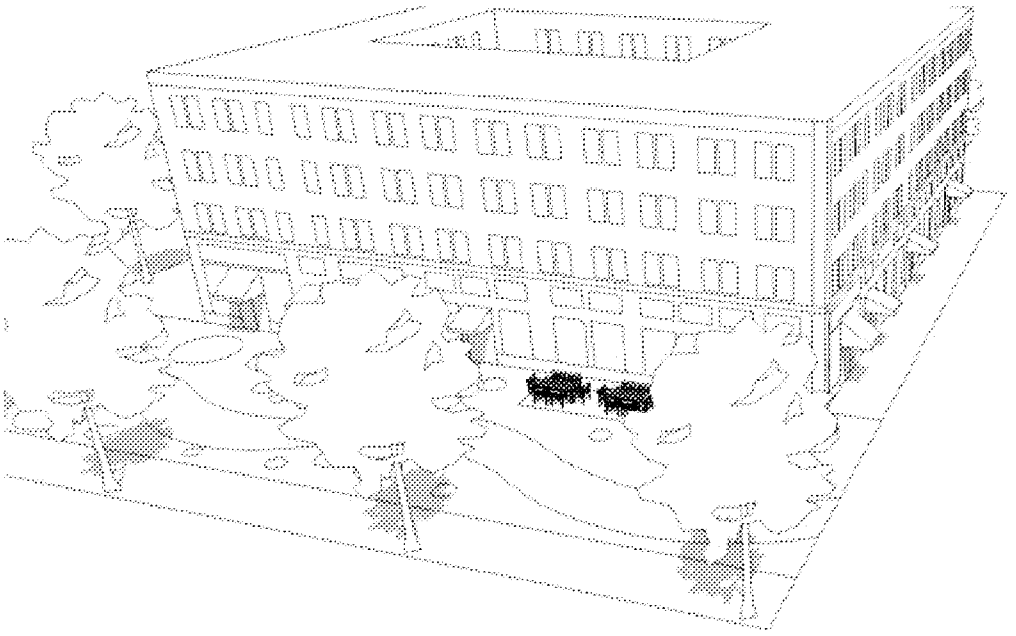

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Figure 9.07.098-13
Publicly Accessible Open Space – "L" Shaped

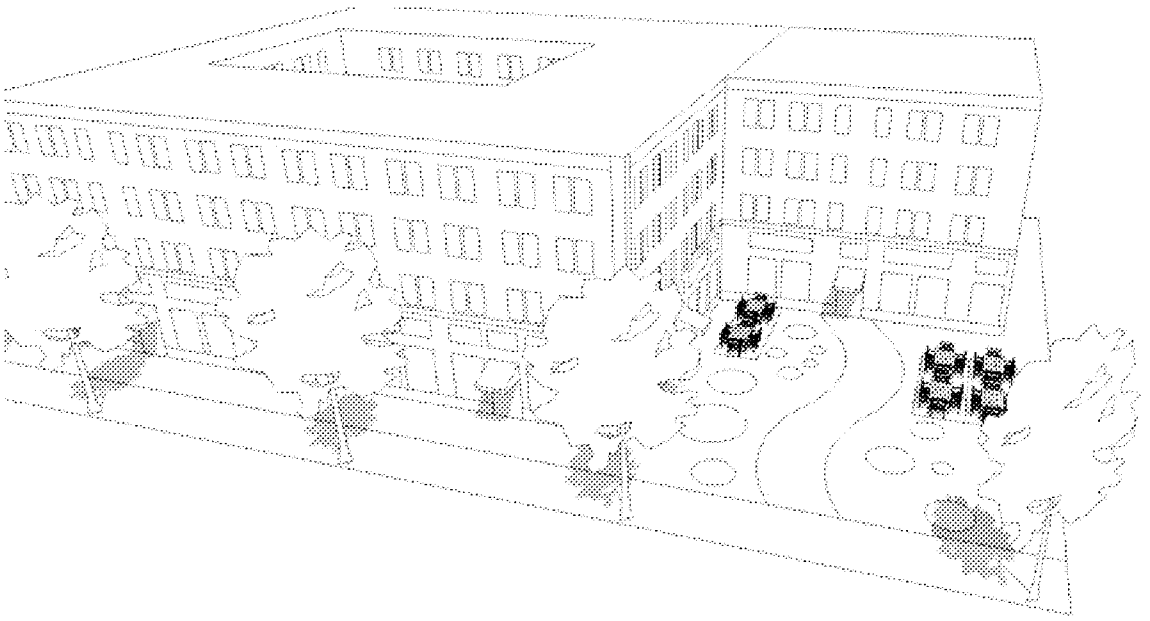

Figure 9.07.098-13
Publicly Accessible Open Space – Paseo or Central Courtyard

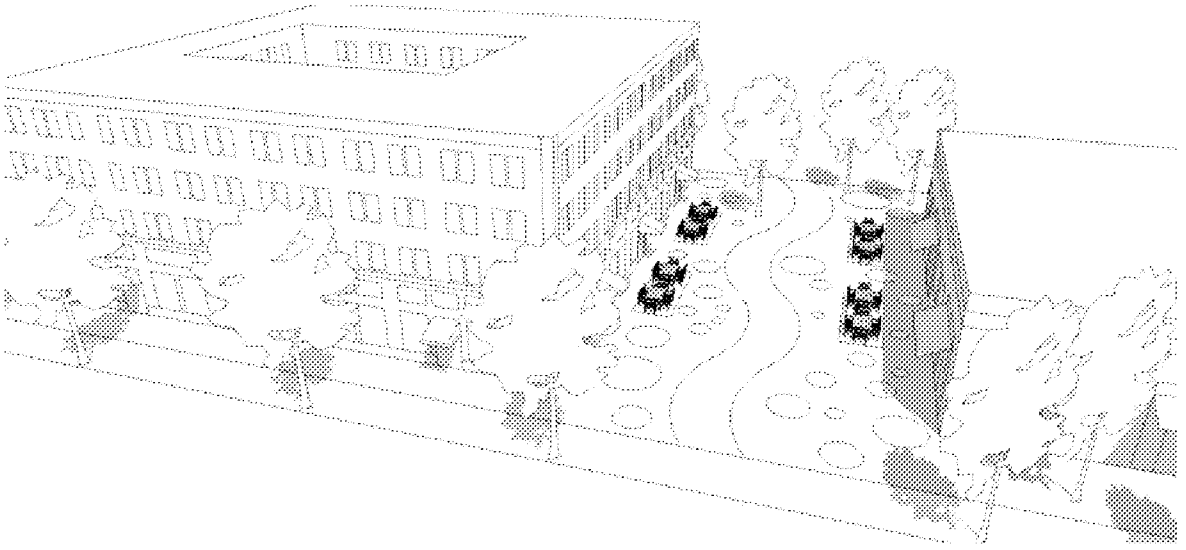

MV00195598

9.07.098 – Open Space Standards – Private/Common Open Space

This Section provides standards for private and/or common open space for residential uses. Private and/or common open space shall be provided in addition to the required publicly accessible open space in Section 9.07.098 (Open Space Standards – Publicly-Accessible Open Space).

A. Required amount of open space.

1. **Minimum required open space.** Private open space and common open space shall be provided in the amounts indicated in Table 9.07.095-10 (Mixed-Use Site Development Standards).

2. **Residential developments.** Private open space and common open space shall be provided on a per unit basis for residential projects and shall be a combination of the total required space divided between private areas (e.g., balconies, patios, etc.) and common areas (e.g., courtyards, playgrounds, recreation facilities, multi-purpose rooms, etc.) designed for the common use of residents as specified below.

3. **Nonresidential or mixed-use developments.** Private open space and common open space shall be provided as a percentage of the total lot area for nonresidential projects and may be used to provide site amenities such as rooftop decks, courtyards, or similar features. Mixed use developments shall combine the residential standards and the nonresidential standard to satisfy this provision.

C. Exclusive use. Private and common open space areas shall be located and designed for the exclusive use of the residents or tenants of the property and their guests and shall not be publicly accessible, except in the Civic Center Mixed-Use (CVMU) Overlay District and the Medical Center Mixed-Use (MDMU) Overlay District where sharing of the required publicly accessible open space ("quasi-public space") for nonresidential uses and the required common open space for residential uses may be allowed in compliance with Subsection 9.07.098.G. (Open Space Standards – Publicly Accessible Open Space – Design configuration).

D. Types of open space. A combination of private and common open space shall be provided to satisfy the following requirements:

1. Common open space amenities shall include, but are limited to, one or more of the following amenities: courtyards, plazas, tennis courts, swimming pools, spas, permanently equipped gym/exercise rooms, or other permanent amenity. Rooftop decks and terraces may be used to satisfy this requirement, however, these areas shall be easily accessible to all residents within the building, and face the public rights-of-way where possible.

2. Private open space areas may include balconies, patios, terraces, or rooftop decks. These areas shall be integrated into the overall architectural design of the building. Architectural elements (e.g., railings, trellises, short walls, roof-top enclosures, etc.) shall be consistent with the architectural style of the structure to which they are attached.

E. Materials and design. Open space areas shall be constructed of permanent materials and be permanently integrated into the design of the building.

MV00195599

F. Building height to open space width ratios. In order to achieve sunlight and air circulation in outdoor common open space areas, the following building height to open space width ratios are required:

1. Enclosed Open Space (i.e., open space that is enclosed on four sides, such as a courtyard): 1 to 1 ratio.
   The required open space shall have a width of at least one-half the height of the adjacent building façade (measured perpendicularly from the façade). This requirement shall apply to all sides of the required open space.

2. Open Space that is open on one or more sides: 2 to 1 ratio. The required open space shall have a width of at least one-third the height of the adjacent building facade (measured perpendicularly from the façade). This requirement shall apply to all sides of the required open space.

9.07.099 – Lot Area Requirements and Lot Consolidation Incentives

A. Lot area requirements. In addition to the lot area requirements provided in Table 9.07.095-10 (Mixed-Use Site Development Standards), the size and shape of each newly created lot shall be adequate to allow the full development of the allowed uses in a manner consistent with the following:

1. Adequate provision shall be made to promote safe and orderly access and circulation of pedestrian and vehicular traffic within the site and from public streets and adjacent developments;

2. Adequate provision shall be made for buildings to be sited to allow for functional use of space between structures and to provide areas for parking, access, and landscaping;

3. Adequate provision shall be made to ensure the compatibility of the site development with surrounding development in regard to size, scale, building and site design, and limitation of overshadowing effects; and

4. The proposed development shall not limit or adversely affect the growth and development potential of adjacent properties or the general area in which the proposed development will be located.

B. Lot consolidation incentives.

1. **Allowable incentives for lot consolidation.** In order to encourage the assembly of smaller existing lots into larger lots that can be more efficiently developed into a mixed-use project, the following incentives are offered:

   a. Reduction in required parking for a mixed-use project when approved in compliance with Section 9.11.070 (Adjustments to Off-Street Parking requirements).

   b. Increase in maximum floor area ratio (FAR), up to a maximum of 10 percent.

   c. Reduction in common and/or private open space requirements, up to a maximum of 10 percent.

MV00195600

2. **Eligibility for incentives.**

   a. Consolidation of existing small lots into a development project site of one acre or greater up to two acres shall be eligible for any two of the allowable incentives identified above.

   b. Consolidation of existing small lots into a development project site of two acres or greater shall be eligible for any four of the allowable incentives identified above.

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MV00195602

Chapter 9.09 – Specific Use Development Standards [New]

Sections:

9.09.250 – Live-Work Development
9.09.260 – Mixed-Use Development
9.09.270 – Outdoor Dining

9.09.250 – Live-Work Development

This Section provides operational and compatibility standards for the development of live/work units. These standards are in addition to the standards for live-work development provided in Chapter 9.07.090 (Mixed-Use Overlay Districts).

A. Allowed Uses.

1. The nonresidential component of a live/work unit shall only be a nonresidential use allowed within a mixed-use overlay district, except that certain uses are determined to be not appropriate within a residential environment and are therefore prohibited as provided in subsection B, below.

2. The residential component of a live/work unit shall only be a residential use allowed within a mixed-use overlay district.

B. Prohibited Uses. A live/work unit shall not be used for any of the following activities or similar activities as determined by the Community Development Director:

1. Adult-oriented businesses;

2. Animal care or boarding;

3. Classroom instruction (e.g., art/music lessons, tutoring, and similar uses) involving five or more students at any one time;

4. Commercial food preparation activities;

5. Industrial uses;

6. Vehicle maintenance or repair (e.g., body or mechanical work, including boats and recreational vehicles), vehicle detailing and painting, upholstery, etc.;

7. Storage of flammable liquids or hazardous materials beyond that normally associated with a residential use;

MV00195603

8. Medical and dental offices, clinics, and laboratories (not including chiropractors or counselors/psychotherapists);

9. Activities or uses that are not compatible with residential activities or that would clearly conflict with other live/work activities or the character of the surrounding neighborhood as determined by the Community Development Director; and

10. Activities or uses that would adversely affect the health or safety of live/work unit residents, because of dust, glare, heat, noise, noxious gases, odor, smoke, traffic, vibration, or other impacts, or that would be hazardous because of materials, processes, products, or wastes.

C. Site Planning and Design Standards.

1. Each live/work unit fronting a public right-of-way shall have a pedestrian-oriented frontage that allows views into the interior of the nonresidential areas of the unit.

2. Each live/work unit shall have a clearly identified, separate access from other live/work units within the structure or development. Access to individual units shall be from common access areas, parking lots, or walkways. Access to each unit shall be clearly identified to provide for emergency services.

3. The living space within the live/work unit shall be contiguous with the working space, with direct access between the two areas.

D. Operational standards.

1. No portion of a live/work unit shall be separately sold or rented.

2. The owner or developer of a structure containing live/work units shall provide written notice to all occupants, tenants, and users that the surrounding area may be subject to higher impacts associated with nonresidential uses (e.g., noise) than exist in more predominantly residential areas. Performance standards for live/work units shall be those applicable to nonresidential uses allowed in the zoning district in which the live/work units are located.

3. All activities related to the "work" component of a live/work unit shall be conducted within a completely enclosed building.

4. Up to two additional persons who do not reside in the live/work unit may work in the unit.

5. Client and customer visits to live/work units are allowed.

6. Parking for each live/work unit shall be provided in compliance with Chapter 9.11 (Parking, Pedestrian, and Loading Requirements).

7. A live/work unit shall not be converted to either entirely residential use or entirely nonresidential use.

8. A live/work use may display a window or building-mounted sign up to a maximum of five percent of the building frontage area used for commercial purposes. Signs shall not be illuminated, including neon signs.

MV00195604

9.09.260 – Mixed-Use Development

This Section provides operational and compatibility standards for mixed-use development. These standards are in addition to the standards provided in Chapter 9.07.090 (Mixed-Use Overlay Districts).

A. Operational standards.

1. **Hours of operation.** Outdoor nonresidential uses in mixed-use projects shall be prohibited from operating between the hours of 10:00 p.m. and 7:00 a.m. These hours may be modified through approval of a Conditional Use Permit in compliance with Section 9.02.060 (Conditional Use Permits).

2. **Joint tenants and owners association.**

   a. A joint tenants and owners association shall be formed to ensure the well-being of each tenant and owner in a mixed-use project.

   b. The association bylaws, including voting rights, shall be subject to review by the City Attorney and approval by the Director. The association's bylaws shall include the following:

      (1) Assignment of parking spaces per each use.

      (2) Identification of maintenance responsibilities for landscaping, parking facilities, and recycling and refuse storage facilities.

      (3) Noise notification procedures.

      (4) Relationship between uses regarding association representation.

      (5) Voting procedures.

      (6) Procedures for solving problems that may arise between the different types of uses or residents.

3. **Loading and unloading activities.** Where applicable, the covenants, conditions, and restrictions of a mixed-use project shall indicate the times when the loading and unloading of goods may occur on the street, provided that in no event shall loading or unloading take place after 10:00 p.m. or before 7:00 a.m. on any day of the week.

4. **Noise notification.**

   a. Residents, whether owners or tenants, of a mixed-use development project shall be notified in writing before taking up residence that they will be living in an urban type of environment and that the noise levels may be higher than a typical residential area.

   b. The covenants, conditions, and restrictions of a mixed-use project shall require that the residents acknowledge their receipt of the written noise notification. Their signatures shall confirm receipt and understanding of this information.

MV00195605

B. Fences and walls. In addition to the regulations in Section 9.08.070 (Fences and Walls), fences and walls shall be subject to the following regulations:

1. **Separation wall required.** A masonry separation wall shall be constructed on all property lines adjacent to any single-family residential district. Pedestrian access points are encouraged and may be allowed subject to approval of the Community Development Director. The separation wall shall be six feet in height, as measured from the highest elevation of land contiguous to the wall, except in a required front setback area and in a required exterior side setback area for a corner, reverse corner or key lot, where the wall shall be limited to 36 inches in height.

2. **Other fences and walls.** Fences and walls are allowed in any yard area subject to the following height regulations:

   a. Front yard area. In the front yard area, the height shall be limited to 36 inches.

   b. Street side yard. In street side yard areas, the height shall be limited to 36 inches.

   c. All other areas. In all other areas, the height shall be limited to six feet, as measured from the side of the fence or wall with the highest grade.

3. **Location.** All perimeter fences and walls shall be constructed on the property line unless a different location is permitted by the Community Development Director. No parallel wall or fence shall be constructed less than five feet from an existing wall or fence, unless approved by the Community Development Director.

4. **Materials.**

   a. Chain link fencing shall not be erected between a primary or accessory structure and a public or private street, except that chain link fencing may be used for security purposes for public utility structures and for temporary fencing needs (construction sites, special events, vacant lots, etc.).

   b. Barbed wire and concertina wire are prohibited, except at public utility structures.

C. Landscaping. Landscaping shall comply with Chapter 9.17 (Landscape and Water-Efficiency Requirements).

D. Screening and buffering standards. Mechanical and air-conditioning equipment shall be screened and buffered in compliance with Section 9.10.130 (Mechanical and Electrical equipment).

E. Signs. Signs shall comply with Chapter 9.12 (Sign Regulations). In addition, in a mixed-use overlay district where both residential and nonresidential uses are allowed, the signage rights and responsibilities applicable to a particular use shall be determined as follows: residential uses shall be treated as if they were located in the residential area where that type of use would be allowed as a matter of right, and nonresidential uses shall be treated as if they were located in a district where that particular use would be allowed, either as a matter of right or subject to a discretionary process.

MV00195606

I. Trash and recycling enclosures.

1. Recycling and refuse storage facilities shall be located as far away as possible from residential units and shall be completely screened from view from adjacent residential portions of the project or another adjacent residential uses in compliance with Section 9.08.150 (Screening Requirements).

2. The location and design of recycling and refuse storage facilities shall mitigate nuisances from odors when residential uses might be impacted.

3. The location and design of recycling and refuse storage facilities shall be integrated into and be compatible with the architectural design and details of the overall project.

J. Sound mitigation. Residential dwelling units shall be designed to be sound attenuated against present and future project noise. New projects or new nonresidential uses in existing projects shall provide an acoustical analysis report, by an acoustical engineer, describing the acoustical design features of the structure required to satisfy the exterior and interior noise standards.

K. Design criteria.

1. A mixed-use development project shall be designed and constructed to:

   a. Be pedestrian in its focus by:

      i. Providing direct pedestrian linkages to adjacent public sidewalks.

      ii. Creating enhanced pedestrian connections throughout the project between residential and nonresidential uses and parking areas.

      iii. Providing enhanced pedestrian amenities throughout the project, including seating, pedestrian area lighting, special paving, public art, water features, common open space, directories, and similar items to create a pleasant pedestrian experience.

      iv. Incorporating architectural design elements and materials that relate to a pedestrian scale.

   b. Locate uses in proximity to one another without large intervening parking lots so that it is convenient for people to walk between the various uses and park their vehicles only once.

   c. Create a pedestrian scale and character of development along the street by providing significant wall articulation and varying roof heights, incorporating pedestrian scale elements (e.g., doors, windows, lighting, landscaping), and locating storefronts and common open space areas (e.g., plaza, courtyard, outdoor dining) near the public sidewalk to contribute to an active street environment.

   d. Provide a transition to adjacent residential uses –in compliance with the standards provided in Table 9.075.050-10 (Mixed-Use Overlay District Development Standards).

2. Consistent use of architectural details and materials. Architectural style and use of quality materials shall be compatible and consistent throughout an entire mixed-use project.

MV00195607

However, differences in architectural details and materials may occur to differentiate between the residential and nonresidential portions of the project. The overall project design and site layout shall be one that promotes a strong pedestrian environment and active street frontage. This can be accomplished by incorporating features into the project as outlined in Paragraph 3, below.

3. Features.

   a. Street level features. Variations in the front building plane shall be incorporated through the use of varying building setbacks, variations in wall planes, and the inclusion of pedestrian amenities (e.g., plaza, courtyard, outdoor dining, landscaping). Long expanses of blank walls shall be prohibited.

   b. Pedestrian-oriented features. At least 75 percent of the building frontage facing a public street, primary pedestrian way, or parking lot shall be devoted to pedestrian-oriented features (e.g., storefronts, pedestrian entrances to nonresidential uses; transparent display windows; landscaping).

   c. Upper level features. Upper floor balconies, bays, and windows shall be provided whenever opportunities exist for these types of features.

   d. Entrances. When nonresidential and residential uses are located in a vertical mixed use structure, separate pedestrian entrances shall be provided for each use. The entrances for nonresidential uses shall be designed to be visually distinct from the entrances for residential uses. Entrances to individual residential units in a vertical mixed use project shall not be allowed along a street frontage. Instead shared entrances to residential units located above the ground floor shall be from lobbies that serve multiple units.

   e. Neighborhood interface. The design of new infill development shall be sensitive to the scale and design characteristics of established structures in abutting residential neighborhoods, with the objective of achieving a harmonious transition between the new development and existing neighborhood. Consideration shall be given to factors including, but not limited to, orientation of architectural features, building articulation, and exterior building treatments.

   f. Lighting. Lighting shall be incorporated along sidewalks or other pedestrian walkways, plazas, paseos, courtyards, and other common open areas to enhance the pedestrian environment and increase public safety. Lighting for nonresidential uses shall be designed, located, and shielded to ensure that they do not adversely impact the residential uses, but shall provide sufficient illumination for access and security purposes consistent with the provisions of Section 9.08.100 (Lighting).

   g. Security. Projects shall be designed to minimize security risks to residents and to minimize the opportunities for vandalism and theft. This may be accomplished by:

      i. Maximizing visibility to common open space areas, internal walkways, and public sidewalks. Use opportunities for natural surveillance to increase visibility.

      ii. Using walkways, low fences, lighting, signage, and landscaping to clearly guide people and vehicles to and from the proper entrances.

MV00195608

iii. Eliminating areas of concealment, hiding places, and dead spaces.

iv. Using lighting to improve the visibility of common areas while enhancing the pedestrian environment. Lighting should not be overly bright and should provide a uniform level of light over the subject area to eliminate dark spaces.

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MV00195610

9.09.270 – Outdoor Dining

This Section provides standards for outdoor dining areas.

A. Public property. Outdoor dining on public property shall require approval of an encroachment permit by the Public Works Director and compliance with the standards of the Public Works Department.

B. Private property. Outdoor dining on private property shall comply with the following standards:

1. **Coordinated design scheme.** The design and appearance of proposed improvements or furniture (e.g., tables, chairs, benches, umbrellas, planters, menu boards, etc.) to be placed in an outdoor dining area shall present a coordinated theme and shall be compatible with the appearance and design of the primary structure, as determined by the Director.

2. **Hours of operation.** Hours of operation for outdoor dining areas shall coincide with those of the associated indoor restaurant.

3. **Property maintenance.** The operator shall maintain the outdoor dining area(s) in a neat, clean, and orderly condition at all times. This shall include all tables, benches, chairs, displays, or other related furniture. An adequate number of trash receptacles shall be provided to serve the outdoor dining area.

4. **Outdoor bar prohibited.** A bar designed and/or operated to sell or dispense any alcoholic beverages shall not be allowed in the outside dining area.

5. **Location.** Outdoor dining areas may be allowed to locate in required setback areas but shall not encroach into required parking areas. They may be allowed to encroach into a public right-of-way with an approved Encroachment Permit issued by the City Engineer.

6. **Noise.** Amplified sound (e.g., music, television, etc.) shall not be audible beyond the lot line.

C. Review criteria. When reviewing an application to allow outdoor dining, the review authority shall consider the relation of outdoor dining areas to sensitive noise receptors (e.g., hospitals, schools, and residential uses). Mitigation measures shall be applied to eliminate potential impacts related to glare, light, loitering, and noise.

MV00195611

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MV00195612

Chapter 9.11 – Parking, Pedestrian, and Loading Requirements [New/Revised]

9.11.030 – General Regulations

H. Rear Parking. Parking in the rear of buildings and service area shall be limited to five percent of the total required off-street parking, except in the mixed-use overlay districts identified in Chapter 9.075 (Mixed-Use Overlay Districts).

9.11.040 – Off-Street Parking Requirements

Table 9.11.040A-12: Off-Street Parking Requirements

Use	Requirement	Covered Parking	Notes
Residential Uses			
Live-Work Units (residential component)	2/unit	2 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is NOT included in the minimum required parking standard and can be shared with the business aspect of the "Live-Work" parking standard.
Residential Component of Mixed-Use Project	See Multiple-Family requirements in Table 9.11.040A-12	See Multiple-Family requirements in Table 9.11.040A-12	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard and may be shared with the non-residential component. Alternate parking requirements may be permitted subject to approval of a parking study pursuant to Section 9.11.070(A) of this chapter.

MV00195613

Table 9.11.040B-12: Off-Street Parking Requirements

Commercial Uses	Minimum Requirement	Notes
Eating and Drinking Establishments	1/100 sq. ft. of gross floor area up to 6,000 sq. ft. 1/75 sq. ft. of gross floor area over 6,000 sq. ft.	A minimum of 10 spaces required for stand-alone use. No additional parking required if outdoor dining area comprises no more than 15 percent of the interior gross floor area of the primary food service use; If outdoor dining area is over 15%, 1 space for every 60 sq ft or 1 space for every 3 seats, whichever is greater.
Eating and drinking establishments within shopping centers of 25,000 square feet of building area or greater.	1/225 sq. ft. of gross floor area up to 15% of the shopping center gross building square footage.	Eating and drinking establishments within shopping centers of 25,000 square feet of building area or greater.

MV00195614

9.11.060 – Off-Street Bicycle Parking Requirements

A. Type of Facilities.

1. Class 1 Facilities. Class 1 bicycle facilities required pursuant to the provisions of this chapter are intended for long-term parking, and shall be protected against theft of the entire bicycle and of its components and accessories.

2. Class 2 Facilities. Class 2 facilities are intended for short-term parking, and shall include a stationary object to which the owner or operator can lock the frame and both wheels with a user-provided lock. The facility shall be designed so as to protect the lock from physical assault.

3. Class 3 Facilities. Class 3 facilities are also intended for short-term parking, and shall include a stationary object to which the user can lock the frame and both wheels with a user-provided six-foot cable (or chain) and lock.

B. Number of Parking Spaces Required.

1. Bicycle parking spaces shall be provided in all commercial, office and industrial districts equal to five percent of the required automobile parking spaces, with a minimum of two bicycle parking stalls required for any one use.

2. Single-family residences are exempt from this section.

3. Multiple-family residences shall comply with the following:

   a. General, multiple-family-dwelling (e.g., apartments, condominiums, townhouses, etc.) - One Class 1 per 3 units and one Class 2 per 15 units;

   b. Primarily for students & low-income families, multiple-family-dwelling - One Class 1 per 2 units and one Class 2 per 15 units; and

   c. Primarily for residents 62 and older, multiple-family-dwelling - One Class 1 per 30 units and one Class II per 30 units.

C. Class Requirements. All required bicycle parking spaces shall include a Class 2 or 3 facility, except elementary and junior high schools, which shall include an enclosed Class 1 facility.

D. General Requirements.

1. All bicycle spaces shall be located as close as possible to the entrance(s) of the use that they are intended to serve, but situated as not to obstruct primary pedestrian circulation. If this is not possible, signs should be posted to direct bicyclists to the bike parking.

2. All bicycle facilities shall be located in highly visible areas to minimize theft and vandalism.

3. All bicycle parking and storage areas shall be surfaced so as to keep the area in a dust-free condition. Pervious pavement is recommended.

MV00195615

4. A minimum aisle width of five feet shall be provided between and adjacent to rows of bicycle racks or spaces for access and pedestrian pathways.

5. Bicycle parking areas shall be separated from automobile parking areas by a physical barrier of sufficient identification and distance to protect parked bicycles from damage by cars.

6. Signage should be posted to direct bicyclists to the locations of bicycle racks that may not be readily apparent. Similarly, signs indicating the location of bicycle parking should be posted wherever a NO BICYCLE PARKING sign is posted.

MV00195616

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MV00195617

Chapter 9.15 – Definitions [New]

9.15.030 – Definitions

The following terms shall be added to Chapter 9.15 (Definitions).

Block. The aggregate of lots, pedestrian passages, and rear alleys, circumscribed on all sides by streets.

Block Length. The linear dimension of a block along one of its street frontages.

Block Perimeter. The aggregate dimension of a block along all of its street frontages.

Build-to-Zone. The area between the minimum and maximum setbacks within which the principal building's front façade (building façade line) is to be located. See Figure 9.15.030-1 (Build-to-Zone).

Figure 9.15.030-1
Build-To-Zone

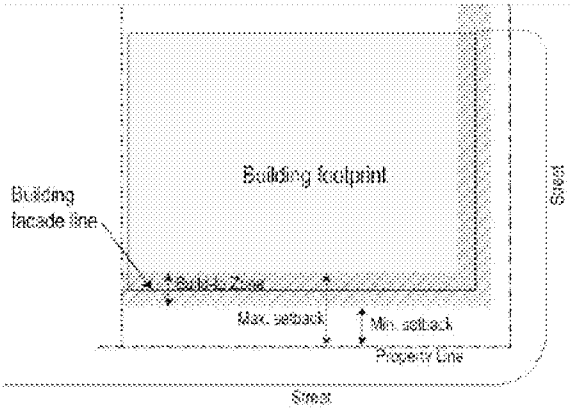

Illustration indicating the location of the build-to zone relative to the minimum and maximum setbacks and the building façade line

Building Façade Line. The vertical plane along a lot where the building's front façade is actually located. See Figure 9.15.030-1 (Build-to-Zone).

Commercial-Ready Space. Ground floor interior space constructed with a minimum height as established in Section 9.075.060 (Building Frontage Type Standards) that may be used for either residential or nonresidential uses. The intent of Commercial-Ready space is to provide flexibility so that a space can be converted between residential and nonresidential uses in response to market demand.

MV00195618

Floor Area Ratio (FAR). The mathematical relation between volume of building and unit of land expressed as the ratio of gross floor area of all structures on a lot to total lot area. See Table 9.075.050-10 (Mixed-Use Development Standards) for FAR figures applicable to the mixed-use overlay districts. See Figure 9.15.030-2 (Floor Area Ratio).

Figure 9.15.030-2: Floor Area Ratio

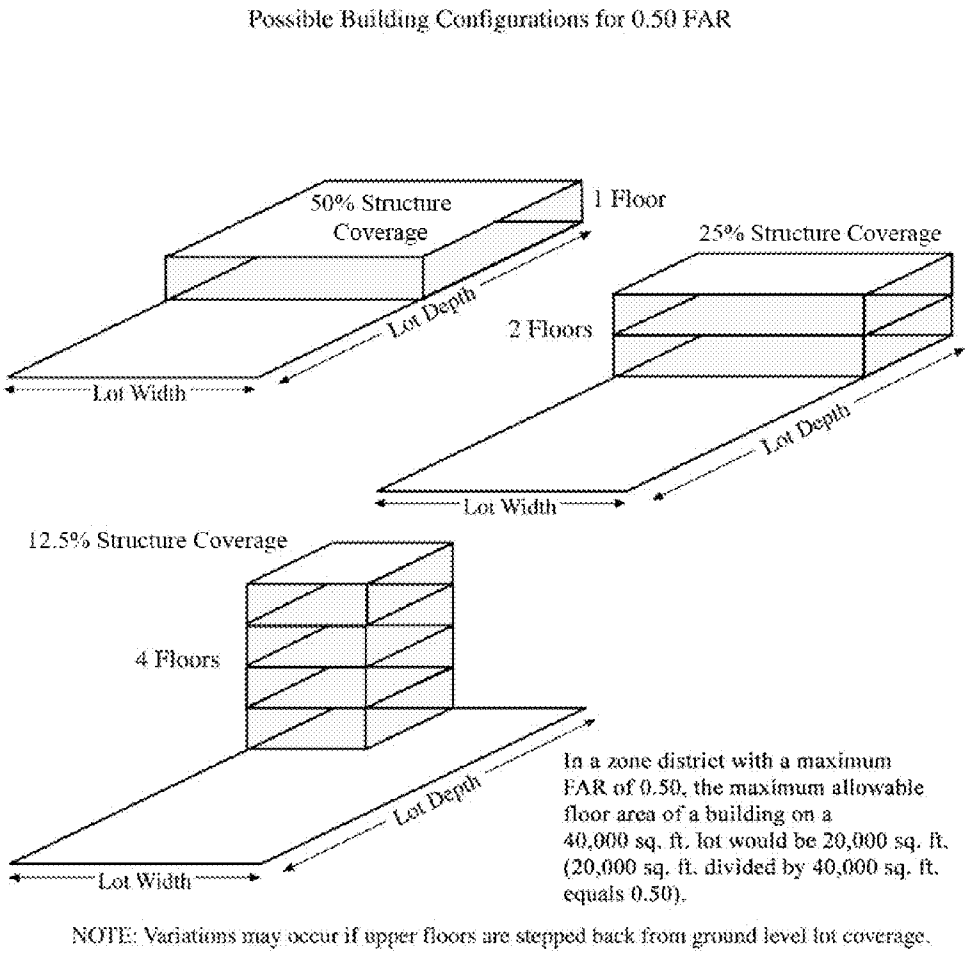

$$\text{Floor Area Ratio (FAR)} = \frac{\text{Gross Building Area (All Floors)}}{\text{Lot Area}}$$

MV00195619

Integration of uses. Potential ways to integrate uses allowed in mixed-use development include:

1. Vertical integration. A mix of nonresidential uses (i.e., commercial, retail, and/or office) located on the ground floor with residential dwelling units located above.

2. Horizontal integration. A mix of nonresidential uses located on the primary street frontage of a lot and residential uses located at the rear of a lot.

Live-Work. A structure or complex of structures that integrates space for both residential and nonresidential uses within individual units.

Live/Work Unit. A unit with both residential and nonresidential uses and where neither use is subordinate to the other.

Mezzanine. An intermediate floor between main floors of a building. The floor often projects from the walls and does not completely close the view of the ceiling from the floor immediately below. A mezzanine floor and the floor below it share the same ceiling.

Mixed-Use Vertical Development. Development that combines two or more types of land uses (e.g., residential, commercial, office, industrial, institutional, or recreation) in a single building in a vertical configuration, typically with residential uses located above nonresidential uses.

Mixed-Use Horizontal Development. Development that combines two or more types of land uses (e.g., residential, commercial, office, industrial, institutional, or recreation) on a single development site, but not necessarily in the same building, typically nonresidential uses are located adjacent to the street and residential uses are located away from major streets behind nonresidential uses.

Mixed-Use Overlay District. A land use designation (zoning district) that allows a combination of uses, which may include residential, commercial, office, industrial, institutional, or recreational uses.

Podium Parking. Parking spaces that are covered by the ground floor of a building and are completely enclosed by walls. Podium parking may occur at or below the grade of the adjacent sidewalk.

Private Realm. Any privately-owned property.

Public Realm. Any publicly owned streets, roadways, sidewalks, parks, plazas, and other open spaces that comprise the shared space of a city for its visitors, employees and residents. It is the space between buildings where civic interaction occurs and is defined in contrast to private property.

Surface Parking. Parking spaces that are not covered by a building and are not enclosed by walls. Surface parking is also known as a "parking lot".

Tuck-Under Parking. Parking spaces that are covered by the upper floor of a building, but are otherwise open.

Underground Level. That portion of a structure between the floor and ceiling which is wholly or partly below grade and having more than one half of its height below grade.

MV00195620

Permitted Uses Table 9.02.020-1

X - Indicates stated use is permitted subject to district requirements.
C - Indicates stated use is allowed with a conditional use permit.
♦ - Indicates a use is permitted unless the use is located three hundred (300) feet or less from a residential zone or use, in which case the use is allowed with a conditional use permit. However, the expansion of an existing general manufacturing use is allowed without a conditional use permit regardless of its distance from residential zones or residential uses.
A - Indicates a use is permitted with an adult business use permit, providing the requirements of Section 9.09.030 of this title are met.

	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
Adult Businesses																	A		A	A		A	A	A	A	
Agricultural Uses—Crops Only	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Agricultural (involving structures)																						X				
Aircraft Landing Facilities																	C		C	C	C	C				
Ambulance Service																	♦				♦	X	X	X	X	
Amusement Parks, Fairgrounds																	♦					X				
Animal Raising (see Section 9.09.090 of this title)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Appliance and Electronic Repair Shops													X	X	X	X	X					X	X		X	
Arcades, Video Machines																♦	X	♦								
Athletic Clubs, Gymnasiums and Spas													X	X	X	X	X		X			X	X	X	X	
Auction Houses																	X								X	
Auditoriums													♦	♦	♦		♦	♦	♦	♦	♦	♦	♦	♦	♦	
Auto Electronic Accessories and Installation																	X					X	X		X	
Automobile Fleet Storage																						X	X			
Automobile, Motorcycle, Truck, Golf Cart, Recreational Vehicle																	♦					X	X			

Permitted Uses Table 9.02.020-1

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
and Boat Sales and Incidental Minor Repairs and Accessory Installations																										
Auto Service Stations Accessory uses include convenience store and car wash Minor repairs to include auto/boat/motorcycle/RV (excludes major repair, paint, body work)																♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	
Automotive, Boat, Motorcycle and RV Repair—Minor (includes brake, muffler and tire installation and repair)																♦	X					X	X		X	
Automotive Paint and Body Repair—Major Engine Overhaul																	♦					X				
Auto Rentals																	X						X	X	X	
Auto Supply Stores													X	X	X	X	X					X	X		X	
Bakery Shops													X	X	X	X	X	X							X	
Bakery—Commercial																						X				
Banks—Financial Institutions													X	X	X	X	X	X	X	X				X	X	
Barber and Beauty Colleges													X	X	X	X	X		X	X				X	X	

MV00195622

Permitted Uses Table 9.02.020-1

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
Boat Sales New and Used Including Repairs and Accessory Installation																	♦					X				
Boarding and Rooming Houses									X	X	X	X	X	X												
Bowling Alley													♦	♦	♦	X	X									
Building Material Sales																	♦									
With outdoor storage																	♦					X	X			
Building Material Storage Yards																						X				
Bus, Rail and Taxi Stations															♦		♦									
Business Equipment Sales (includes repairs)													X	X	X	X	X	X	X						X	
Business Schools													X	X	X	X	X	X	X	X			X	X	X	
Business Supply Stores													X	X	X	X	X		X			X	X		X	
Cabinet Shop																						X	X	X	X	
Caretakers Residence[1]																♦	♦	C	♦	♦	♦	♦	♦	♦	♦	
Car Wash																X	X					X				
Accessory to auto related use																♦	♦					X				
Catering Service													X	X	X	X	X	X						X	X	
Cemetery (Human or Pet) With or Without Accessory Mortuary and Cremation Services (Minimum 10-acre site required)	C	C	C	C	C	C	C	C	C	C	C	C														
Churches[2]	C	C	C	C	C	C	C	C	C	C	C	C	♦	♦	♦	♦	♦	C	♦	♦	♦	♦	♦	♦	♦	

MV00195623

Permitted Uses Table 9.02.020-1

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
Clubs								♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦					C
Commercial Radio or Television Stations																										
With on-site antenna																	♦					♦	♦	♦	♦	
Without on-site antenna																	X					X	X	X	X	
Communications Facilities (See Section 9.09.040 of this title)																										
Computer Sales and Repairs													X	X	X	X	X		X			X	X	X	X	
Contractors Storage Yard																						X				
Convalescent Homes/Assisted Living							C	C	C	C	C	C	♦	♦	♦	♦	♦	♦	♦	♦	♦					
Convenience Stores																										
With drive-through																X	X									
Without drive-through													X	X	X	X	X									
With alcohol sales													♦	♦	♦	♦	♦									
Convention Hall, Trade Show, Exhibit Building with Incidental Food Services															C		♦		♦		♦			♦	♦	
Copy Shops													X	X	X	X	X	X	X	X		X	X	X	X	
Country Club	C	C	C	C	C	C	C	C	C	C	C	C														
Dancing, Art, Music and Similar Schools													X	X	X	X	X	X	X	X			X	X	X	
Day Care Centers	C	C	C	C	C	C	C	C	C	C	C	C	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	C
Delicatessens													X	X	X	X	X	X	X				X	X	X	
Diaper Supply Service																						X				
Laundry with fleet																						X				

MV00195624

Permitted Uses Table 9.02.020-1

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
storage																										
Disposal company																						X				
Drapery Shops													X	X	X	X	X	X								
Dressmaking Shops													X	X	X	X	X	X								
Driving School													X	X	X	X	X		X	X			X	X	X	
Drug Stores													X	X	X	X	X	X								
Dry Cleaning or Laundry																										
a. Dry Cleaning													X	X	X	X	X	X	X						X	
b. Laundromat													X	X	X	X	X	X	X							
c. Laundry Commercial																						X	X			
Equestrian Centers, Riding Academies, Commercial Stables (including incidental sales of feed and tack)	C	C	C	C													♦									C
Exterminators																	C					X	X	X	X	
Feed and Grain Stores																X	X	X								
Fire and Police Stations	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Floor Covering Stores (may include incidental repairs with installation service)													X	X	X	X	X					X				
Fraternity/Sorority								C	C	C	C	C														
Frozen Food Locker																						X	X			
Gasoline Dispensing - Non-retail accessory to an auto-related use																	X					X	X	X	X	
Glass Shops and Glass																X	X					X	X		X	

MV00195625

Permitted Uses Table 9.02.020-1

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
Studios—Stained, etc.																										
Golf Courses or Golf Driving Ranges with Incidental Commercial Uses	C	C	C	C	C	C	C	C	C	C	C	C														♦
Handicapped Housing								X	X	X	X	X	X	X	X											
Heavy Equipment Sales and Rentals																	X						X	X		
Homeless Shelters																	C		C	C	X	C			C	
Hospitals															♦		♦		♦	♦				C	C	C
Hotels																										
a. With 20% or less of the units containing kitchens													X	X	X		X		C				X	X	X	
b. With over 20% of the units containing kitchens													C	C	C		C		C				C	C	C	
Ice Cream Stores—Including Yogurt Sales													X	X	X	X	X	X	X						X	
Impound Yards																						X				
Jewelry Stores													X	X	X	X	X	X								
Kennel and Catteries	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		♦	♦	♦	♦	C			
Laboratories (medical and dental)													X	X	X	X	X		X	X		X	X	X	X	
Libraries	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	
Liquor Stores													♦	♦		♦	♦									
Live/Work Unit (12)													X	X	X											
Locksmith Shops													X	X	X	X	X	X				X	X	X	X	
Lodge Halls and Similar Facilities													♦	♦	♦	♦	♦		♦					♦	♦	
Lumberyards																	X					X				

MV00195626

Permitted Uses Table 9.02.020-1

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
Mail Order House																	X					X	X	X	X	
Manufacturing and Assembly																										
a. Custom and light manufacturing indoor uses only (50,000 square feet or less), with light truck traffic, on-site and wholesaling of goods produced																						X	X	X	X	
b. Custom and light manufacturing indoor uses only (more than 50,000 square feet), with light truck traffic, on-site and wholesaling of goods produced																						X	X			
c. General manufacturing with frequent truck traffic and/or outdoor equipment or storage																						X	X			
d. Retail sales of goods produced or warehoused on-site[3]																						X	X	X	X	
Medical Clinics/Medical Care																										
Inpatient care													X	X	X	X	X		X	X		X	X	X	X	
Urgent care													X	X	X	X	X		X	X						
Medical device services															X	X	X		X							

MV00195627

Permitted Uses Table 9.02.020-1

X - Indicates stated use is permitted subject to district requirements.
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A - Indicates a use is permitted with an adult business use permit, providing the requirements of Section 9.09.030 of this title are met.

	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
and sales (retail), including, but not limited to, fittings for and sale of prosthetic and orthotic devices																										
Medical equipment supply, including retail sales for in-home medical care, such as wheelchairs, walkers, and respiratory equipment															X	X	X		X							
Mobile Home Parks	C	C	C	C	C	C	C	C	C	C	C	C														
Mobile Home Sales or Rentals (outdoor display)																	C									
Mortuaries																										
With cremation services																							X	X		
No cremation services			C	C	C	C	C	C	C	C	C	C			♦	♦	♦						X	X		
Museums	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Newspaper and Printing Shops													X	X	X	X	X					X	X	X	X	
Nursery, (Plant), Wholesale and Distribution	X	X	X	X																		X	X			X
Offices (administrative and professional)													X	X	X	X	X	X	X	X			X	X	X	
Open Air Theaters															C						C					C
Orphanages	C	C	C	C	C	C	C	C	C	C	C	C														
Painting Contractor																						X	X			

MV00195628

Permitted Uses Table 9.02.020-1

X - Indicates stated use is permitted subject to district requirements.
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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
Parcel Delivery Terminals																						X	X	X	X	
Parking Lot															C	C	X	X	C					X		
Parks and Recreation Facilities (public)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Personal Services (e.g., nail salons, massage establishment, barber and beauty shops, and tattoo parlors)													X	X	X	X	X	X	X						X	
Pharmacy[4]													X	X	X	X	X	X	X						X	
Photo Studios													X	X	X	X	X	X	X						X	
Plumbing Shops																	X								X	
Plumbing Supply Stores for Contractors																							X	X	X	
Pool Hall														♦		♦	♦									
Postal Services													X	X	X	X	X	X	X				X	X	X	
Pottery Sales with Outdoor Sales													X	X	X	X	X	X				X			X	
Public Administration, Buildings and Civic Centers													X	X	X	X	X	X	X	X	X	X	X	X	X	
Public Utility Stations, Yards, Wells and Similar Facilities, Excluding Offices	C	C	C	C	C	C	C	C	C	C	C	C	♦	♦	♦	♦	♦	♦	♦	♦	♦	X	X	♦	♦	C
Racetracks																	C				C					
Record Store													X	X	X	X	X	X								
Recording Studio													X	X	X	X	X	X	X	X		X	X	X	X	
Recreational Facilities	C	C	C	C	C	C	C	C	C	C	C	C	♦	♦	♦	♦	♦	♦								

MV00195629

Permitted Uses Table 9.02.020-1

X - Indicates stated use is permitted subject to district requirements.
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A - Indicates a use is permitted with an adult business use permit, providing the requirements of Section 9.09.030 of this title are met.

	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
(Private) such as Tennis Club, Polo Club, with Limited Associated Incidental Uses																										
Recycling, Large Collection Facility[5]																	♦					X	X			
Recycling, Small Collection Facility													X	X	X	X	X	X								
Recycling Processing Centers																						X	X	X	X	
Refreshment Stands													X	X	X	X	X	X	X	X	X	X	X	X	X	
Rental Service																										
Within an enclosed structure (furniture, office, party supplies)													X	X	X	X	X	X				X	X	X	X	
With outdoor storage and display (vehicles, equipment, etc.)																♦	♦					X	X			
Research and Development													X	X	X				X	X		X	X	X	X	
Residential																										
Single-Family	X	X	X	X	X	X	X	X																		
Multiple-Family									X	X	X	X	X	X	X											
Manufactured home park (see mobile home parks)																										
Residential Care Facility (for seven or more persons)	C	C	C	C	C	C	C	C	C	C	C	C	C	C	X											

MV00195630

Permitted Uses Table 9.02.020-1

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A - Indicates a use is permitted with an adult business use permit, providing the requirements of Section 9.09.030 of this title are met.

	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
Restaurants (Eating and Drinking Establishments)																										
With entertainment													C	C	C		♦									
Without entertainment													X	X	X	X	X	X	X						X	
With alcoholic beverage sales													X	X	X	X	X	X	X						X	
With outdoor seating[13]													X	X	X	X	X	X	X						X	
Restaurants (fast-food)																										
With drive-through																♦	♦								♦	
Without drive-through													X	X	X	X	X								X	
Retails Sales													X	X	X	X	X									
Support Retail Sales													X	X	X				X							
Sandwich Shops[6]													X	X	X	X	X	X	X	X[6]						
Schools, Private	C	C	C	C	C	C	C	C	C	C	C	C	♦	♦	♦	♦	♦		♦	♦				♦	♦	
Senior Housing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X				X	X						
Shoe Shine Stands													X	X	X	X	X		X	X				X	X	
Shoe Repair Shop													X	X	X	X	X	X								
Sign Shop													X	X	X	X	X	X				X	X	X	X	
Skating Rinks														X			X									
Stationery Stores													X	X	X	X	X	X	X					X	X	
Statue Shop -Outdoor display																	♦					X	X			
Storage Lots and Mini-Warehouses																										
Indoor																	C					X				
Outdoor																	C					X				
Swim Schools/Center with Incidental Commercial Uses	C	C	C	C	C	C	C	C	C	C	C	C					X									

MV00195631

Permitted Uses Table 9.02.020-1

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A - Indicates a use is permitted with an adult business use permit, providing the requirements of Section 9.09.030 of this title are met.

	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
Taxidermist																	X					X	X			
Theaters (excludes open air)													X	X	X	X	X	X								
Tire Recapping																						X				
Trade and Vocational Schools													X	X	X		X		X	X			X	X	X	
Transfer, Moving and Storage Facilities																						X	X			
Truck Wash																						X	X			
Upholstery Shops																	X					X	X		X	
Vehicle Storage Yards																										
Indoor																	X					X	X			
Outdoor																	C					X	X			
Vending Machine Service and Repair																						X	X	X	X	
Veterinarian (including animal hospital)																										
All activities within an enclosed structure													X	X	X	X	X							X	X	
With outdoor activities																	♦							♦	♦	
Weight Reduction Center													X	X	X	X	X	X	X							
Wholesale, Storage, and Distribution																										
All activities indoors (50,000 square feet or less)																						X	X	X	X	
All activities indoors (more than 50,000 square feet)																						X	X			

MV00195632

Permitted Uses Table 9.02.020-1

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A - Indicates a use is permitted with an adult business use permit, providing the requirements of Section 9.09.030 of this title are met.

	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
All activities outdoors																						X				
Retail sale of goods warehoused on-site[7]																						X	X	X		
Wrecking Yard																						♦				

Notes:

(1) Do not consider residential use per distance requirement.
(2) The administrative plot plan process may be used to establish these uses in an existing building within any commercial or industrial zone, even if the project is located adjacent to residential uses or zones.
(3) Retail is limited to fifteen (15) percent of gross floor area (see Section 9.05.040 of this title).
(4) Permitted in the OC and VOR districts only as a support medical office facility.
(5) Large collection facilities may be established within an existing building through the “tenant improvement” process if such building or tenant space occupied by the use is not located adjacent to a residential use or zone.
(6) Sandwich shops shall not have cooking hoods, nor shall they exceed five percent of the gross floor area of the complex where they are located.
(7) Retail is limited to fifteen (15) percent of gross floor area (see Section 9.05.040 of this title).
(8) In the MUI district, mixed use (commercial uses on first floor with office uses or residential uses on upper floors) are (a) required to on lots at street intersections and within 300 feet in any direction from a street intersection, as measured from the corner formed by the lot’s property lines, and (b) are allowed, but not required on the other lots.
(9) In the MUC and MUN districts, mixed use (commercial uses on first floor with office uses or residential uses on upper floors) are (a) required to on lots at street intersections and within 150 feet in any direction from a street intersection, as measured from the corner formed by the lot’s property lines, and (b) are allowed, but not required on the other lots.
(10) See Section 9.07.40 (Medical Use Overlay District)
(11) See Section 9.09.260 (Mixed Use Development)
(12) See Section 9.09.250 (Live-Work Development)
(13) See Section 9.09.270 (Outdoor Dining)

MV00195633

Permitted Uses Table 9.02.020-1

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS

Zoning District Key

HR	Hillside Residential District	**MU**	**Mixed Use Overlay District**
RR	Rural Residential District	NC	Neighborhood Commercial District
R1	Residential 1 District (40,000 square feet minimum lot size)	CC	Community Commercial District
RA2	Residential Agriculture 2 (20,000 square feet minimum lot size)	VC	Village Commercial District
R2	Residential 2 District (20,000 square feet minimum lot size)	OC	Office Commercial District
R3	Residential 3 District (10,000 square feet minimum lot size)	O	Office District
R5	Residential 5 District (7,200 square feet minimum lot size)	P	Public District
RS10	Residential Single-Family 10 District (4,500 square feet minimum lot size)	I	Industrial District
R10	Residential 10 District (Up to 10 Dwelling Units per net acre)	LI	Light Industrial
R15	Residential 15 District (Up to 15 Dwelling Units per net acre)	BP	Business Park District
R20	Residential 20 District (Up to 20 Dwelling Units per net acre)	BPX	Business Park-Mixed Use District
R30	**Residential 30 District (Up to 30 Dwelling Units per net acre)**	OS	Open Space District

MV00195634

PLANNING COMMISSION STAFF REPORT

Case:	PA11-0028(General Plan Amendment) PA11-0029 (Change of Zone) PA11-0030(Municipal Code Amendment) PA12-0046 (General Plan Amendment) PA12-0047 (Change of Zone)
Date:	March 14, 2013
Applicant:	City of Moreno Valley
Representative:	City of Moreno Valley
Location:	City-Wide
Proposal:	The Alessandro Boulevard CorridorProject – Phase II : Implementation
Recommendation:	Approval

SUMMARY

The City of Moreno Valley used grant funds rewarded by SCAG's Compass Blueprint for "Phase II of the implementation of the Alessandro Boulevard Corridor Demonstration Project" (The Alessandro Boulevard Corridor Vision Plan - Phase I was funded by SCAG's Compass Blueprint program in February 2010). Phase II includes rezoning areas along Alessandro Boulevard and northeast of Perris Boulevard and Iris Avenue to Residential 30 (R30), commercial rezoning of a parcel at the southwest corner of Perris Boulevard and Gentian Avenue and the creation an overlay district, including parcels along Alessandro Boulevard that were identified suitable for inclusion in the Mixed Use Overlay Districts in Phase I's Vision Plan.

PROJECT DESCRIPTION

Background

The proposed "Alessandro Boulevard Corridor Project - Phase II Implementation" is based on the prior "Alessandro Boulevard Corridor Demonstration Project" (Phase I - SCAG sponsored Demonstration Project completed in June 2010) and promotes the Compass Principles by encouraging strategies to integrate transportation and community (housing, shopping, entertainment, etc.). The "Alessandro Boulevard Corridor Demonstration Project" (Phase I)explored opportunities for mixed use transit-oriented development along Alessandro Boulevard, an important regional transportation link for Moreno Valley.The City of Moreno Valley through Phase II has further promoted the use of Alessandro Boulevard as a way to reduce the impacts of transportation on the environment and to provide efficient access to jobs and services.

To assist the City in the implementation of a vision for the Alessandro Boulevard area, Phase II includes:

- Creation an overlay district for the Alessandro Boulevard corridors to identify areas suited for Mixed Use Districts;
- Creation of requirements for selecting Mixed Use Districts sites;
- Creation urban design strategies to intensify land uses;
- Rezoning of areas along Alessandro Boulevard and northeast of Perris Boulevard and Iris Avenue to Residential 30 (R30) as identified in the February 2011 General Plan Housing Element Update;
- Rezoning of a 21.47 acre parcel at the southwest corner of Gentian Avenue and Perris Boulevard (APN: 485-220-041) to Commercial (C);
- And amending the Municipal Code to include all the new standards.

Planning staff has been working with RBF Consulting through the second SCAG Compass Blueprint grant to complete the required CEQA documentation (Mitigated Negative Declaration) and the overlay district design standards.

Site/Corridor

The project area is located in the southern portion of the City of Moreno Valley in western Riverside County. The project area includes an approximately 5.5-mile stretch of Alessandro Boulevard from the Old 215 Frontage Road on the west to Nason Street on the east (Attachment #5). The project area has direct access to and from the I-215 Freeway at the Alessandro Boulevard interchange. An additional area funded locally includes R30 and Commercial zoning northeast of Perris Boulevard and Iris Avenue.

Surrounding Area

At 5.5 miles in length, the corridor is the longest of Moreno Valley's five corridors. It serves as an important transportation corridor that connects Interstate 215 and the nearby future planned Metrolink Station at the western end with the Riverside County Regional Medical Center approximately 5.5 miles to the east along Nason Street.

Existing physical conditions on the corridor are typical and characteristic to many suburban corridors – low intensity, automobile-oriented uses such as warehouses, office parks, drive-through restaurants and pharmacies, and multiple strip malls and community-oriented shopping centers. The roadway itself lacks consistent landscaping and an overall positive image. Buildings along the corridor tend to be located behind parking lots. Some new buildings have been built closer to the corridor, but are located behind drainage swales that are visually pleasant but tend to disconnect the building from the environment it its shaping. In some areas, established single-family neighborhoods are north and south of the corridor and present their backyard walls along the corridor. Multiple family apartments and townhomes are located in lesser amounts in the area. Some homes are located directly fronting Alessandro Boulevard, with direct driveway access along the corridor.

PROJECT

Section 1: Residential 30 Rezoning (General Plan Amendment and Change of Zone)

The goal of the "Alessandro Boulevard Corridor Demonstration Project – Phase I" was to identifyopportunities for mixed use transit-oriented development along Alessandro Boulevard. With implementation of the Corridor Project, the City Moreno Valley will be able to provide additional Multiple Family housing in areas near existing or emerging employment and shopping centers along Alessandro Boulevard.

The areas noted in the Alessandro Boulevard Corridor Project to be rezoned to Residential 30 (R30) were also identified in the February 2011 General Plan Housing Element Updatealong with parcels near the northwest corner of Iris Avenue and Perris Boulevard. The Residential 30 (R30) rezoning proposed with the Alessandro Boulevard Corridor Project will allow the City of Moreno Valley to meet its 2008-2014 State-mandated Regional Housing Needs Assessment (RHNA) numbers, as well as provide a wider range of housing choices for the burgeoning Moreno Valley workforce.

The Regional Housing Needs Assessment (RHNA) and the R30 Zone Creation

In compliance with State Law, the February 2011 Housing Element Update include text dedicated todocumenting the City's compliance with its Regional Housing Needs Assessment(RHNA) allocation. Through the RHNA process, the Southern California Association ofGovernments (SCAG) projects each city's demand for future housing and allocates new housing units to be planned for in order for each city to meet

projected demand. Thetotal number of projected housing units is further divided into income categories toproperly address the housing need across various income levels. SCAG requires (andthe State approved has approved) that forty percent of the total RHNA allocation isdedicated to producing housing for low and very low income residents.

During the planning period from 2008 through 2014, Moreno Valley's assigned RHNAnumber was 7,474 units. Please note: the City is not required to build the housing unitsassigned in the RHNA. However, the City must ensure that it has sufficient,appropriately-zoned residential sites to accommodate the RHNA allocation.

As required by SCAG, the 7,474 units have been further allocated to the four requiredincome categories based on the relationship to the Area Median Income (AMI), which in 2010 is $65,000 per year for a family of four. In compliance with SCAG's requirement,forty percent of the City's RHNA allocation is dedicated to producing housing for lowand very low income residents.

Table 1: City of Moreno Valley, RHNA 2008-2014

Moreno Valley Regional Housing Needs Allocation 2008-2014		
Income Category	**Units**	**Percent**
Very Low-Income	1,806	24.2%
Low-Income	1,239	16.6%
Moderate-Income	1,362	18.2%
Above Moderate-Income	3,068	41.0%
Total Construction Need	**7,474**	**100%**

Source: Southern California Association of Governments (SCAG) Proposed Final RHAN Plan-Planning Period January 1, 2006 - June 30, 20148.4.2

State Housing Element Law Article 10.6 of the Government Code Section 65583.2establishes guidelines under which counties and municipalities undertake the Vacant
Land Inventory for Housing Elements. In particular, Section 65583.2(B) prescribesdensities that the State deems appropriate to accommodate housing for lower incomehouseholds. For jurisdictions in metropolitan counties with a local population in excessof 100,000 persons, the State considers a density of thirty (30) units per acre asadequate to accommodate units affordable to low and very low income households.
Consequently, vacant sites zoned at thirty (30) units per acre will automatically becounted as meeting the very low and low income RHNA categories, whether the unitsare ever built or whether the unit rents are in actuality affordable.

The HCD-approved Housing Element for Moreno Valley proposed to create the R30 zoning designation and then process a General Plan Amendment to apply the

R30zoning to the identified locations. The Residential 30 (R30) rezoning proposed with the Alessandro Boulevard Corridor Projectis that General Plan Amendment and allows the City of Moreno Valley to meet its2008-2014RHNA numbers.

Citizen Participation and City Council Approval of Residential 30 (R30)

The City of Moreno Valley made a diligent effort to elicit participation from the community in developing its housing element for the planning period of 2008-2014.

In an effort to facilitate public input, staff held three community meetings in October 2007 (Senior Center, Towngate Center and Moreno Valley Ranch Golf Club). The three community meetings had a large number of attendees. Staff also met with fifteen housing advocates and developers who provide housing services to residents in the City of Moreno Valley.

The overwhelming majority of owners with properties located in areas proposed for residential density increases were in support of a possible zone change and resultant increase in density. Owners viewed the proposed density increase as enhancing the value of their properties and allowing them greater flexibility for the future development of their properties. It was also evident that the idea of areas with mixed uses, such as housing, commercial and office uses, appealed to people who voted for increased housing density. People also seemed to want to provide housing in areas near existing or emerging employment centers, such as the area near the regional medical center.

On November 20, 2007 the City Council and Planning Commission held a joint study session to evaluate staff's proposals to increase zoning densities in various areas of the city. The intent of staff's proposals was to plan for the Regional Housing Needs Assessment (RHNA) allocation for the period between 2008 and 2014 and to plan for future population growth and housing needs beyond 2014.

Staff compiled a parcel by parcel inventory of vacant land in the city, providing acreage, zoning, and the number of units that could potentially be developed on each parcel. Based on the inventory, it became evident that the City would fall short of its RHNA requirements in the "Very Low and "Low" income categories, but would exceed its requirements in the "Moderate" and "Above Moderate" income categories.

In an effort to make up the shortfall, and to plan for future growth and housing needs beyond the most recent RHNA, staff presented a proposal to increase residential densities in various areas of the city. The areas chosen were on major streets, near shopping and employment and some were within the redevelopment project area.

On February 22, 2011, the Moreno Valley City Council approved the 2008-2014 Housing Element to the General Plan, in compliance with State law. The Housing Element was certified by the California Department of Housing and Community Development (HCD), and was found to be in full compliance with State housing element law on October 13, 2010.

In order to maintain its compliance with State housing element law, the City of Moreno Valley is in the process of implementing programs set forth in the 2008-2014 Housing Element. Accordingly, amendments to the Moreno Valley General Plan and Moreno Valley Zoning Code are required to increase the City's maximum housing density in certain limited areas of the City. The following objective, policies, and programs are pertinent to the proposed project.

Related Background to the General Plan Amendment

On September 22, 2009, the City Council approved the creation of the Residential 30 (R30) zoning district (PA09-0018 – General Plan Amendment) and the creation of Residential 30 (R30) multiple family development standards (PA08-0099 - Municipal Code Amendment).

The General Plan Amendment added to Section 9.2.2 (Community Development Element Objectives and Policies) of the City of Moreno Valley's General Plan the following definition of Residential 30 (R30):

2.2.11 The primary purpose of areas designated *Residential 30* is to provide a range of high density multi-family housing types in an urban setting.Developments within Residential 30 areas shall also provide amenities, such as common open spaces and recreational facilities. The maximum density shall be 30 dwelling units per acre.

Residential 30 (R30) Sites

The proposed locations for rezoning to Residential 30 (R30) were addressed in the February 2011 General Plan Housing Element Update (2008-2014 Housing Element), including the parcels owned by the City of Moreno Valley's Housing Authorityat the corner of Alessandro Boulevard and Day Street (Section 8.4.8 of the Housing Element on page 46). These parcels (Alessandro Boulevard and Day Street) have not been rezoned, unlike what is stated in Table 8-23 on page 46 of the Housing Element.

Propose general plan amendment to R-30 for sites are:

- Area #1 - Alessandro Boulevard and Day Street,
- Area #2 - Alessandro Boulevard &Elsworth Street(referred as "Cal 5" in the Housing)
- Area #3 - Alessandro Boulevard & Morrison Street(referred as "Cal 3" in the Housing Element)
- Area #4 - Perris Boulevard&Iris Avenue(referred as "Cal 4" in the Housing Element).

General Plan Amendment (PA11-0028)

An application for a General Plan Amendment has been submitted in order to change the land use designation for the four R30 areas.

Current Land Use	Proposed Land Use	Acreage
Commercial(C)	Residential 30 (R30)	20.79
Residential/Office(R/O)	Residential 30 (R30)	88.03
Residential 15(R15)	Residential 30 (R30)	22.31
Residential 5 (R5)	Residential 30 (R30)	15.06
	Total Acreage =	146.19

The Alessandro Boulevard Corridor Project and its proposed General Plan Amendment will meet the requirements of the 2008-2014 Housing Element and is consistent with the General Plan and would not be in conflict with the goals, objectives, policies or programs of the General Plan.

The proposed Residential 30 (R30) land use and zoning changes are shown on Attachments #6.

Change of Zone (PA11-0029)

An application for a Change of Zone has also been submitted in order to change the zoning designation for the four R30 areas.

Current Zoning	Proposed Zoning	Acreage
Community Commercial (CC)	Residential 30 (R30)	20.79
Office Commercial (OC)	Residential 30 (R30)	44.36
Residential 15 (R15)	Residential 30 (R30)	65.98
Residential 5 (R5)	Residential 30 (R30)	15.06
	Total Acreage =	146.19

The Alessandro Boulevard Corridor Project and its proposed Change of Zone will meet the requirements of the 2008-2014 Housing Element and is consistent with the General Plan and would not be in conflict with the goals, objectives, policies or programs of the General Plan.

The proposed Residential 30 (R30) land use and zoning changes are shown on Attachment#6.

Meeting the RHNA 2008-2014 Numbers

The 146.19 acres rezoned to Residential 30 (R30) could potentially provide up to 4,385 units if fully built out at the density of 30 units per acre. The Housing Element

noted that based on historical development patterns, it will be assumed that the majority of sites would be developed at 80% of the maximum residential density, which would be 3,508 units.
Income categories of housing required by the 2008-2014 RHNA total 1,806 of "Very Low" units and 1,239 of "Low" units for a total of 3,045 units. The rezoning of 146.19 acres to Residential 30 (R30) is required in order for the City of Moreno Valley to maintain its compliance with State housing element law.

Section 2: Community Commercial Rezoning (General Plan Amendment PA12-0046 and Change of Zone PA12-0047)

The 21.47 acre parcel at the southwest corner of Gentian Avenue and Perris Boulevard (APN:485-220-041) is proposes to changethe General Plan and Zoning designation from Residential 5 (R5) to Community Commercial (CC).

The parcels directly to the west and southwest are part of the request for rezoning to Residential 30 (R30). The parcels directly south are currently zoned Community Commercial and included an approved shopping center (PA06-0123), Home Depot and a Farmer Boys restaurant.

There is no development application associated with the proposed land use change. The proposed zoning would permit development of a commercial shopping center, which would support the neighboring proposed high density housing.

The rezoning of 21.47 acres to commercial uses along Perris Boulevard consistent the goals of the Alessandro Boulevard CorridorPlanthough was not an original part of the vision plan. Perris Boulevard is a similar to Alessandro Boulevard as an important regional transportation link for Moreno Valley. Perris Boulevard is ideal to provide a mix of retail and multiple density housing opportunities to promote pedestrian-oriented development. The rezoning to Community Commercial is also consistent with the General Plan and would not be in conflict with the goals, objectives, policies or programs of the General Plan.

The proposed Commercial (C) land use and zoning changes are shown on Attachment #7.

Section 3: The Mixed Use Overlay (PA11-0030)

Background

The General Plan currently references and encourages the concept of mixed use development. At this time, only limited specific plan areas within the City (Village at Sunnymead – Specific Plan 204 and the expired Moreno Highlands – Specific Plan 208) are zoned for mixed use development.

General Plan Objective 2.4 states that the City shall "Provide commercial areas within the City that are conveniently located, efficient, attractive, and have safe and easy

pedestrian and vehicular circulation in order to serve the retail and service commercial needs of Moreno Valley residents and businesses."

This portion of the General Plan describes mixed use development in the following sub-sections:

- Objective 2.4.5 – The primary purpose of locations designated Mixed-Use on the Moreno Valley General Plan Land Use map is to provide for the establishment of commercial and office uses and/or residential developments of up to 20 dwelling units per acre. The zoning regulations shall identify the particular uses and type of development permitted on each parcel. Overall development intensity should not exceed a floor area ratio of 1.00.

- Objective 2.4.6 – The primary purpose of areas designated Residential/Office on the Moreno Valley General Plan Land Use map is to provide areas for the establishment of office-based working environments or residential developments of up to 30 dwelling units per acre. The zoning regulations shall identify the particular uses and type of residential development permitted on each parcel of land. Overall development intensity should not exceed a Floor Area Ratio of 1.00.

On April 23, 2010,the City Council approved Municipal Code Amendment (PA07-0005); creating two new mixed use districts (MUD1 and MUD2)to provide opportunities for future development that would achieve the objectives of the City of Moreno Valley's General Plan.

Planning staff developed the two mixed use zoning districts(MUD1 and MUD2) using the two existing mixed use districts in the Village Specific Plan – VOR (Village Office Residential) and VCR (Village Commercial Residential) as a starting point. Staff also reviewed mixed use districts from Riverside, Redlands, Claremont and other cities for added perspective and ideas. The result is a hybrid that is similar but enhanced version of the Village districts.

Mixed use development provides additional lifestyle options for current and future residents of the City. Surveys by the Western Riverside Council of Governments indicate a significant interest in the more urban lifestyles provided in mixed use projects, especially among young adults and senior citizens, two groups that will expand in size as the City adds employment and the general population ages. Mixed use development also supports the viability of transit corridors by providing more activity and potential riders within close proximity.

Mixed Used development of the type intended under the MUD1 and MUD2 is allowed under the VOR and VCR zones of the Village Specific Plan. Mixed use can occur both horizontally (side by side) or vertically (one on top of the other).At this point in time, there has not been any mixed use project submitted to the City.

The City of Moreno Valley has been awarded two grants through Southern California Association of Governments' (SCAG) Demonstration Projects for Compass Blueprint Planning Services. The first was "Alessandro Boulevard Corridor Demonstration Project – Phase 1" in 2009/2010, which provided consultant funding to develop a vision plan for the Alessandro Boulevard Corridor. The second is "The Alessandro Boulevard Corridor Project – Phase II: Implementation", which was awarded in 2011/2012. With Phase II and assistance through RBF Consulting, Staff has developed urban design strategies to intensify land uses along the Alessandro Boulevard Corridor. The strategies have been combined into the "Mixed Use Districts Overlay". It is the intent to replace MUD1 and MUD2, with the enhanced districts developed under Phase II of the Alessandro Boulevard Corridor Project and later expand the "Mixed Use Districts Overlay" to other areas of the City that meet the requirements.

Mixed Use Districts Overlay:

The first step was to create the requirements for selecting sites and then identify areas suited for inclusion in the "Mixed Use Districts Overlay" along the Alessandro Boulevard Corridor.

The Vision Plan (Phase 1) proposed an overall Community Form that included Activity Nodes linked by Primary and Secondary Corridor Zones located in between along Alessandro Boulevard. Both the Activity Nodes and the Corridor Zones are surrounded by Corridor-Adjacent Zones that are unlikely to change. Each Activity Node is located at a major street intersection and projects outward from the intersection for approximately a ¼-mile walking radius. The Activity Nodes range in intensity from regional-level attractions, such as the Moreno Valley Town Center, to community-level collections of retail and services, such as the shops along Sunnymead Boulevard. In total, four types of nodes were identified: Regional, Medical Center, Community, and Neighborhood.

The Alessandro Boulevard Corridor was then divided up as a series of independent, but related nodes. These nodes work in concert with Moreno Valley's existing nodes to provide a complete and strategically dispersed set of places aimed at regional, community, or neighborhood retail and services. Five nodes along the Alessandro Boulevard Corridor have been identified for inclusion within the "Multiple Use Districts Overlay":

- Alessandro Boulevard & Frederick Street (MUI)
- Alessandro Boulevard& Heacock Street (MUN)
- Alessandro Boulevard & Perris Boulevard (MUC)
- Alessandro Boulevard & Lasselle Street (MUN)
- Alessandro Boulevard & Nason Street (MUI)

With the "Multiple Use Districts Overlay", there are three classifications. This Section describes the purpose and intent of each mixed-use overlay district:

A. ***Mixed-Use Institutional Anchor (MUI) Overlay District.***The Mixed-UseInstitutional Anchor **(**MUI) Overlay District applies to areas around prominent anchor institutiOns, such as civic centers, medical centers, and educational campuses. The intent is to build upon the role of the institutions by providing opportunities for urban, high-intensity development that serves the needs of visitors, employees, and residents affiliated with the anchor institution and the surrounding region. Development is allowed up to five stories in height with building frontages near or at the sidewalk, wide sidewalks, and parking under or behind buildings. Vertical mixed-use development (ground-floor retail with offices or housing above) is required at important street intersections. Horizontally-integrated or vertically-integrated mixed-use development, with no requirement for ground-floor retail, is allowed in other locations. The overlay district name may be expanded to include the name of the type of anchor institution (e.g., "MUI – Medical Center").

B. ***Mixed-Use Community (MUC) Overlay District.*** The Mixed-Use Community (MUC) Overlay District applies to areas along major arterials and arterials. The intent is to provide opportunities for the development of pedestrian-oriented blocks with medium-intense development that serves the needs of residents, visitors, and employees from the surrounding community. Development is allowed up to four stories in height with building frontages near or at the sidewalk, wide sidewalks, and parking under or behind buildings. Vertical mixed-use development (ground-floor retail with offices or housing above) is required at important street intersections. Horizontally-integrated or vertically-integrated mixed-use development, with no requirement for ground-floor retail, is allowed in other locations. The overlay district name may be expanded to include the community name (e.g., "MUC – East Alessandro").

C. ***Mixed-Use Neighborhood (MUN) Overlay District.*** The Mixed-Use Neighborhood (MUN) Overlay District applies to areas along arterials and minor arterials. The intent is to provide an area for low-rise mixed-use development that serves the needs of residents, visitors, and employees from the surrounding immediate neighborhood. Development is allowed up to three stories in height with building frontages near or at the sidewalk, wide sidewalks, and parking under or behind buildings. Vertical mixed-use development (ground-floor retail with offices or housing above) is required at important street intersections. Horizontally-integrated or vertically-integrated mixed-use development, with no requirement for ground-floor retail, is allowed in other locations. The overlay district name may be expanded to include the neighborhood name (e.g., "MUN – Lasselle Crossing").

Attachment #8 shows the proposed parcels for inclusion in the "Mixed Use DistrictsOverlay".

<u>Municipal Code Amendment</u>

<u>Issue 1 – Removal of MUD1 & MUD2 Information and Addition of Mixed-Use Overlay Districts (Municipal Code)</u>

Both Section 9.07.090 Mixed Use Development 1 (MUD1) and Section 9.07.100 Mixed Use Development 2 (MUD2)will be deleted and replaced by "9.07.090 Mixed-Use Overlay Districts".The new Chapter 9.07.090– Mixed-Use Overlay Districts will include the following sections:

- 9.07.091 – Purpose and Intent
- 9.07.092 – Applicability
- 9.07.093 – Purposes of Mixed-Use Overlay Districts
- 9.07.094 – Permitted Uses in Mixed-Use Overlay Districts
- 9.07.095 – Mixed-Use Overlay District Site Development Standards
- 9.07.096 – Building Frontage Type Standards
- 9.07.097 – Open Space Standards – Publicly-Accessible Open Space
- 9.07.098 – Open Space Standards – Private/Common Open Space
- 9.07.099 – Lot Area Requirements and Lot Consolidation Incentives

The purpose of the Mixed-Use Overlay Districtsis to provide regulations that implement the goals and policies of the General Plan, the Alessandro Boulevard Corridor Vision Plan (accepted by the Moreno Valley City Council on June 30, 2010), and other similar long-range planning documents aimed at encouraging mixed-use development within the City.

The Mixed-Use Overlay Districts are intended to provide the following:

1. Stimulate economic development and reinvestment through regulations based upon recognized urban design principles that allow property owners to respond with flexibility to market forces;

2. Create specific development nodes at street intersections with a pedestrian-oriented mix of uses with convenient access between area neighborhoods, housing, employment centers, and retail services;

3. Accommodate intensities and patterns of development that can support multiple modes of transportation including public transit, bicycles, and walking;

4. Facilitate well-designed new mixed-use development projects that combine residential and nonresidential uses (e.g., office, retail, business services, personal services, public spaces and uses, other community amenities, etc.) to promote a better balance of jobs and housing;

5. Ensure compatibility with adjacent existing single-family neighborhoods and harmonious integration with existing commercial areas;

6. Encourage the development of unique district character through a streetscape that provides attractive features (e.g., landscaping, street furniture, niche or linear parks, public places, courtyards, public

transportation shelters; etc.) designed to integrate the public realm (e.g., streets, sidewalks, etc.) with adjacent development on private property; and

7. Provide additional property rights while preserving existing property rights. This intent is achieved by providing additional development rights in compliance with this Chapter, which property owners may exercise under certain conditions, while retaining all development rights conferred by the underlying district to property owners in the mixed-use overlay districts. Incentives and advantages include allowing a greater range and mix of uses; more permissive dimensional specifications (e.g., greater floor area ratio, lot coverage ratio, and height; reduced setbacks; etc.); exemption from certain design review requirements; and fee reductions or waivers.

Owners or developers of any property within any mixed-use overlay district may choose to develop in compliance with the standards and procedures in the proposed Chapter 9.07.090 - Mixed-Use Overlay Districts that apply to the particular mixed-use overlay district in which the property is located. If the owners or developers chose not to develop a mixed-use project, the underlying zoning will be enforced.

Issue 2 –Addition to Chapter 9.02 Permits and Approvals (Municipal Code)

The purpose of administrative variances is to allow for an administrative procedure for limited adjustments to the provisions of this title in order to prevent unnecessary hardships that might result from a strict or literal interpretation and enforcement of certain regulations prescribed by this title. It is also intended that, with respect to accessory structures for existing single-family residential uses, certain adjustments shall be subject to the director's review procedures, rather than an administrative variance.

Staff proposes to add the following section to Chapter 9.02.090 under "C - Limitations on Administrative Variances":

5. Decrease in building frontage requirements. In any mixed-use overlay district, the community development director may authorize up to a ten (10) percent decrease in the distance threshold established to specify the required percentage of a building frontage to be built to the Build-To-Zone, as indicated in Table 9.07.095-10(MixedUse Overlay District Development Standards) (i.e., the distance threshold from street intersections for the purposes of calculating building frontage length may be reduced from 300 feet to 270 feet). The community development director is not authorized to reduce the percentage of the building frontage that is required to be built to the Build-To-Zone.

Issue 3 – Additions to Chapter 9.09 - Specific Use Development (Municipal Code)

Chapter 9.09 - Specific Use Development covers certain activities and uses, due to their nature, may have the opportunity to create more significant impacts upon the

community than others. As a result, specific regulation of these activities and uses is warranted. The purpose of this chapter is to identify and regulate such uses in districts permitting those uses, in order to ensure the maintenance of the public health, safety and welfare in accordance with the goals, objectives, policies and implementation programs of the general plan.

Staff proposes to add the following three new uses to Chapter 9.09 - Specific Use Development:

- 9.09.250 – Live-Work Development
- 9.09.260 – Mixed-Use Development
- 9.09.270 – Outdoor Dining

The Live-Work Development sectionprovides operational and compatibility standards for the development of live/work units. These standards are in addition to the standards for live-work development provided in Chapter 9.07.090 (Mixed-Use Overlay Districts). The Mixed-Use Development section provides operational and compatibility standards for mixed-use development. These standards are in addition to the standards provided in Chapter 9.07.090 (MixedUse Overlay Districts).The last additional section to Chapter 9.09 - Specific Use Development is Outdoor Dining and this section provides standards for outdoor dining areas. Unlike the two previous uses, outdoor dining is not restricted to only the MixedUse Overlay District.

Issue 4 – Additions/Revisions to Chapter 9.11- Parking, Pedestrian, and Loading Requirement (Municipal Code)

The purpose of this chapter is to ensure the adequate provision of parking, loading and bicycle facilities proportionate to the needs created by the various land uses within the city.

9.11.030 – General Regulations
9.11.040 – Off-Street Parking Requirements
9.11.060 – Off-Street Bicycle Parking Requirements

Staff proposes to add to 9.11.030 – General Regulations the following:

> H. Rear Parking. Parking in the rear of buildings and service area shall be limited to five percent of the total required off-street parking, except in the mixed-use overlay districts identified in Chapter 9.07.090 (Mixed-Use Overlay Districts).

Staff proposes to add parking standard information for “Live-Work Units (residential component)” and “Residential Component of Mixed-Use Projects” to Table 9.11.040A-

12 inSection 9.11.040 – Off-Street Parking Requirements for Residential Uses. The additions to the table will appear as follows:

Table 9.11.040A-12: Off-Street Parking Requirements

Use	Requirement	Covered Parking	Notes
Residential Uses			
Live-Work Units (residential component)	2/unit	2 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is NOT included in the minimum required parking standard and can be shared with the business aspect of the "Live-Work" parking standard.
Residential Component of Mixed-Use Project	See Multiple-Family requirements in Table 9.11.040A-12	See Multiple-Family requirements in Table 9.11.040A-12	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard and may be shared with the non-residential component. Alternate parking requirements may be permitted subject to approval of a parking study pursuant to Section 9.11.070(A) of this chapter.

Staff proposes to add parking standard information for "Eating and Drinking Establishments"to Table 9.11.040B-12 in Section 9.11.040 – Off-Street Parking Requirements for Commercial Uses. The addition to the table will appear as follows:

Table 9.11.040B-12: Off-Street Parking Requirements

Commercial Uses	Minimum Requirement	Notes
Eating and Drinking Establishments	1/100 sq. ft. of gross floor area up to 6,000 sq. ft. 1/75 sq. ft. of gross floor area over 6,000 sq. ft.	A minimum of 10 spaces required forstand-alone use. No additional parking required if outdoor dining area comprises no more than 15 percent of the interior gross floor area of the primary food service use; If outdoor dining area is over 15%, 1 space for every 60 sqft or 1 space for every 3 seats, whichever is greater.
Eating and drinking establishments within shopping centers of 25,000 square feet of building area or greater.	1/225 sq. ft. of gross floor area up to 15% of the shopping center gross building square footage.	Eating and drinking establishments within shopping centers of 25,000 square feet of building area or greater.

Staff proposes to revise Section 9.11.060-B of the Off-street bicycle parking requirements by deleting the current wording shown below:

~~B. Number of Parking Spaces Required. Bicycle parking spaces shall be provided in all commercial, office and industrial districts equal to five percent of the required automobile parking spaces, with a minimum of two bicycle parking stalls required for any one use. Single-family and multiple-family residences, senior housing complexes, mobile home parks and model home complexes are exempt from this section.~~

The revised Section 9.11.060-B of the Off-street bicycle parking requirements will now read as follows:

B. Number of Parking Spaces Required.

1. Bicycle parking spaces shall be provided in all commercial, office and industrial districts equal to five percent of the required automobile parking spaces, with a minimum of two bicycle parking stalls required for any one use.

2. Single and Multiple-family residences are exempt from this section.

Staff proposes to revise Section 9.11.060-D of the General Requirements of the Off-street bicycle parking requirements by adding the following:

6. Signage should be posted to direct bicyclists to the locations of bicycle racks that may not be readily apparent. Similarly, signs indicating the location of bicycle parking should be posted wherever a NO BICYCLE PARKING sign is posted.

Issue 5 – Addition to Chapter 9.15.030 – Definitions (Municipal Code)

The purpose of the definitions chapter is to ensure precision in interpretation of the City of Moreno Valley's Municipal Code. The meaning and construction of words and phrases defined in this chapter applies throughout the Municipal Code. The addition of the Mixed-Use Overlay District has provided new development terms to the Municipal Code. The list below will be added into the current definitions section in alphabetic order:

"Block" means the aggregate of lots, pedestrian passages, and rear alleys, circumscribed on all sides by streets.

"Block Length" means the linear dimension of a block along one of its street frontages.

"Block Perimeter"means the aggregate dimension of a block along all of its street frontages.

"Build-to-Zone" means the area between the minimum and maximum setbacks within which the principal building's front façade (building façade line) is to be located. See Figure 9.15.030-1 (Build-to-Zone).

Figure 9.15.030-1
Build-To-Zone

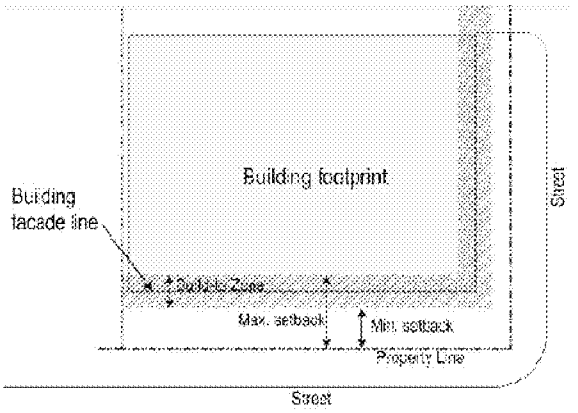

Illustration indicating the location of the build-to zone relative to the minimum and maximum setbacks and the building façade line

"Building Façade Line" means the vertical plane along a lot where the building's front façade is actually located. See Figure 9.15.030-1 (Build-to-Zone).

"Commercial-Ready Space" means the ground floor interior space constructed with a minimum height as established in Section 9.075.060 (Building Frontage Type Standards) that may be used for either residential or nonresidential uses. The intent of Commercial-Ready space is to provide flexibility so that a space can be converted between residential and nonresidential uses in response to market demand.

"Floor Area Ratio (FAR)" means the mathematical relation between volume of building and unit of land expressed as the ratio of gross floor area of all structures on a lot to total lot area. See Table 9.075.050-10 (Mixed-Use Development Standards) for FAR figures applicable to the mixed-use overlay districts. See Figure 9.15.030-2 (Floor Area Ratio).

Figure 9.15.030-2: Floor Area Ratio

Possible Building Configurations for 0.50 FAR

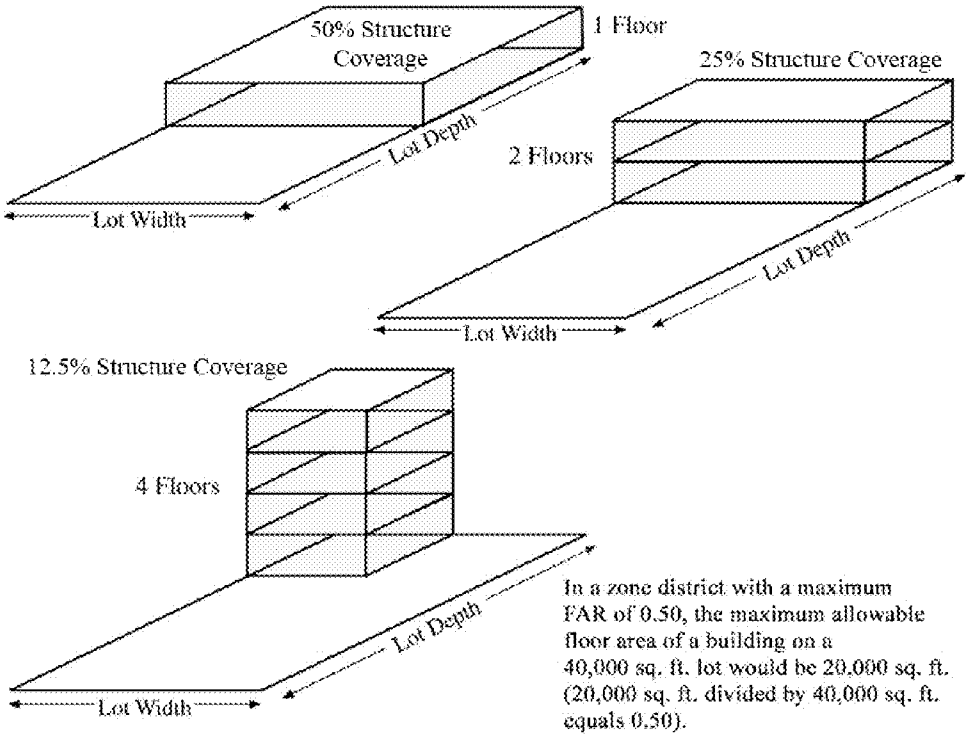

NOTE: Variations may occur if upper floors are stepped back from ground level lot coverage.

$$\text{Floor Area Ratio (FAR)} = \frac{\text{Gross Building Area (All Floors)}}{\text{Lot Area}}$$

"Integration of uses" meanspotential ways to integrate uses allowed in mixed-use development including:

1. Vertical integration. A mix of nonresidential uses (i.e., commercial, retail, and/or office) located on the ground floor with residential dwelling units located above.

2. Horizontal integration. A mix of nonresidential uses located on the primary street frontage of a lot and residential uses located at the rear of a lot.

"Live-Work" means a structure or complex of structures that integrates space for both residential and nonresidential uses within individual units.

"Live/Work Unit" means a unit with both residential and nonresidential uses and where neither use is subordinate to the other.

"Mezzanine" means an intermediate floor between main floors of a building. The floor often projects from the walls and does not completely close the view of the ceiling from the floor immediately below. A mezzanine floor and the floor below it share the same ceiling.

"Mixed-Use Vertical Development" meansdevelopment that combines two or more types of land uses (e.g., residential, commercial, office, industrial, institutional, or recreation) in a single building in a vertical configuration, typically with residential uses located above nonresidential uses.

"Mixed-Use Horizontal Development" means development that combines two or more types of land uses (e.g., residential, commercial, office, industrial, institutional, or recreation) on a single development site, but not necessarily in the same building, typically nonresidential uses are located adjacent to the street and residential uses are located away from major streets behind nonresidential uses.

"Mixed-Use Overlay District" means aland use designation (zoning district) that allows a combination of uses, which may include residential, commercial, office, industrial, institutional, or recreational uses.

"Podium Parking" means parking spaces that are covered by the ground floor of a building and are completely enclosed by walls. Podium parking may occur at or below the grade of the adjacent sidewalk.

"Private Realm" means any privately-owned property.

"Public Realm" meansany publicly owned streets, roadways, sidewalks, parks, plazas, and other open spaces that comprise the shared space of a city for its visitors, employees and residents. It is the space between buildings where civic interaction occurs and is defined in contrast to private property.

"Surface Parking" meansparking spaces that are not covered by a building and are not enclosed by walls. Surface parking is also known as a "parking lot".

"Tuck-Under Parking" means parking spaces that are covered by the upper floor of a building, but are otherwise open.

"Underground Level" meansthat portion of a structure between the floor and ceiling which is wholly or partly below grade and having more than one half of its height below grade.

Issue 6 - Modification of the Permitted Uses Table (Municipal Code)

Chapter 9.02.020 - Permitted uses includes a table (Permitted Uses Table 9.02.020-1) which contains columns with headings identifying zoning districts, and list uses by indicating the zoning district or districts in which each use is permitted or allowed and whether the stated use is permitted subject to district requirements, or whether the stated use is allowed only after obtaining a conditional use permit.

The Permitted Uses Table will be modified to remove both the MUD1 & MUD2 columns.

~~MUD1~~	~~Mixed Use District 1 (Up to 15 Dwelling Units per net acre)~~
~~MUD2~~	~~Mixed Use District 2 (Up to 30 Dwelling Units per net acre)~~

Add a column for Residential 30 (R30), which was not done when the Residential 30 (R30) Zoning District was created. For the list of approved uses under the Residential 30 (R30) Zoning District please see Attachment # 10.

Add a column for Mixed Use (MU), which will replace the MUD1 and MUD2 designations. For the list of approved uses under the Mixed UseOverlay District please see Attachment # 10.

The following items will be added to the "Zoning District Key" below the Permitted Uses Table 9.02.020-1:

R30	Residential 30 District (Up to 30 Dwelling Units per net acre)
MU	Mixed Use Overlay

And remove the following from the "Zoning District Key" below the Permitted Uses Table 9.02.020-1:

~~MUD1~~	~~Mixed Use District 1 (Up to 15 Dwelling Units per net acre)~~
~~MUD2~~	~~Mixed Use District 2 (Up to 30 Dwelling Units per net acre)~~

With the addition of the new Mixed Use Overlay, the following will be added to the "Notes" section at the end of the Permitted Use Table:

(8) In the MUI district, mixed use (commercial uses on first floor with office uses or residential uses on upper floors) are (a) required to on lots at street intersections and within 300 feet in any direction from a street intersection, as measured from the corner formed by the lot's property lines, and (b) are allowed, but not required on the other lots.
(9) In the MUC and MUN districts, mixed use (commercial uses on first floor with office uses or residential uses on upper floors) are (a) required to on lots at street intersections and within 150 feet in any direction from a street intersection, as measured from the corner formed by the lot's property lines, and (b) are allowed, but not required on the other lots.
(10) See Section 9.07.040 (Medical Use Overlay District).
(11) See Section 9.09.260 (Mixed-Use Development).
(12) See Section 9.09.250 (Live-Work Development).
(13) See Section 9.09.270 (Outdoor Dining).

All the above Mixed Use District Overlay Guidelines are included in one document as Attachment #9. These will be merged into Chapter 9 of the Municipal Code after approval by the City Council.

Mixed Use Overlay District User's Guide

Staff has created a User's Guide to address the potential questions fromproperty owners/developerswithin the proposed Mixed Use Overlay District (Attachment #11). This User's Guide will provide an overview of the process for determining which regulations apply when a property is located within the boundaries of two districts at the same time – for example, a commercial (base) district and a mixed-use overlay district. When this situation occurs, the property owner/developer has the option to develop under either set of standards, but not both. The choice is entirely up to the property owner/developer.

REVIEW PROCESS

With the development of the Alessandro Boulevard Corridor Focus Study - Phase I, stakeholder meetings were held in 2010 with groups ranging from the Mayor and City staff to local property owners and developers. Two Community Workshops were also held on April 22, 2010 and May 6, 2010 to allow the public to provide input and comment on the selecting Mixed Use District sites and parcels to be rezoned as Residential 30 (R30). The five nodes selected along the Alessandro Boulevard Corridor for inclusion within the "Multiple Use Districts Overlay" are based on these meetings.

Planning staff has been working with RBF Consulting through the second SCAG Compass Blueprint grant (Phase II) to complete the required CEQA documentation (Mitigation Negative Declaration) and the overlay district design standards.A public informational meeting was scheduled one week prior to the Planning Commission Hearing (March 7, 2013).

ENVIRONMENTAL

The proposed Alessandro Boulevard Corridor Project – Phase II Implementation, is a City initiated project to: 1) create the Mixed Use Overlay Districts to implement the Vision Plan for Alessandro Boulevard Corridor, 2) increase the maximum permitted density to 30 dwelling units per acre in specified areas of the City, and 3) amend the general plan and zoning for approximately 21.74 acres of R-5 to Community Commercial. The proposed changes affect approximately 315 acres along, adjacent to, or in close proximity to Alessandro Boulevard.The project involves an amendment to the General Plan Land Use Map, as well as an amendment to the Moreno Valley Zoning Code and Zoning Map. Following a preliminary review of the proposed project, the City of Moreno Valley has determined that it is subject to the guidelines and regulations of the California Environmental Quality Act (CEQA). This Initial Study addresses the direct, indirect, and cumulative environmental effects of the project, as proposed.

In accordance with the *California Code of Regulations* (*CCR*) Sections 15051 and 15367, the City of Moreno Valleyis identified as the Lead Agency for the proposed project. Under the *California Environmental Quality Act*(*CEQA*) (*Public Resources Code* Section 21000-21177) and pursuant to *CCR* Section 15063, the City is required toundertake the preparation of an Initial Study to determine if the proposed project would have a significantenvironmental impact. If, as a result of the Initial Study, the Lead Agency finds that there is evidence that any aspectof the project may cause a significant environmental effect, the Lead Agency shall further find that an EnvironmentalImpact Report (EIR) is warranted to analyze project-related and cumulative environmental impacts. Alternatively, ifthe Lead Agency finds that there is no evidence that the project, either as proposed or as modified to include themitigation measures identified in the Initial Study, may cause a significant effect on the environment, the LeadAgency shall find that the proposed project would not have a significant effect on the environment and shall prepare aNegative Declaration. Such determination can be made only if “there is no substantial evidence in light of the wholerecord before the Lead Agency” that such impacts may occur (*Public Resources Code* Section 21080(c)).

The environmental documentation, which is ultimately selected by the City in accordance with *CEQA*, is intended as an informational document undertaken to provide an environmental basis for subsequent discretionary actions uponthe project. The resulting documentation is not, however, a policy document and its approval and/or certificationneither presupposes nor mandates any actions on the part of those agencies from whom permits and otherdiscretionary approvals would be required.

The environmental documentation and supporting analysis is subject to a public review period. During this review, public agency comments on the document relative to environmental issues should be addressed to the City ofMoreno Valley. Following review of any comments received, the City will consider these comments as a part of theproject's environmental review and include them with the Initial Study documentation for consideration by the City.

NOTIFICATION

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also published in the local newspaper.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission take the following action:

APPROVE Resolution No. 2013-XX and thereby:

1. RECOMMEND that the City Council adopt a Mitigated Negative Declaration for PA11-0028 (General Plan Amendment), PA11-0029 (Change of Zone), PA11-0030 (Municipal Code Amendment), PA12-0046 (General Plan Amendment) and PA12-0047 (Change of Zone) pursuant to the California Environmental Quality Act (CEQA) Guidelines; and

2. RECOMMEND that the City Council approve PA11-0028 (General Plan Amendment), PA11-0029 (Change of Zone), PA11-0030 (Municipal Code Amendment), PA12-0046 (General Plan Amendment) and PA12-0047 (Change of Zone) subject to the attached conditions of approval included as Exhibits A and B.

Prepared by:	Approved by:
Claudia Manrique Associate Planner	John C. Terell, AICP Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2013-08
3. Mitigated Negative Declaration
4. Initial Study
5. Map of the Alessandro Boulevard Corridor Project Study Area
6. Residential 30 (R30) Rezoning Maps
7. Commercial Rezoning - Area 5
8. Mixed Use Overlay District Maps
9. Mixed Use Districts Overlay Guidelines
10. Permitted Use Table
11. Mixed Use User's Guide (Counter Hand-out)

Attachment 15

Planning Commission Minutes of March 14, 2013

To be provided under separate cover

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Abdul Ahmad, Fire Chief

AGENDA DATE: April 23, 2013

TITLE: PUBLIC HEARING FOR DELIQUENT NUISANCE ABATEMENT ACCOUNTS

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a public hearing and accept public testimony on delinquent nuisance abatement accounts.

2. Adopt Resolution No. 2013-27 of the City of Moreno Valley, California, confirming assessments on certain real properties as outlined in the Property Assessment List for the abatement of nuisances.

3. Approve placing the submitted Property Assessment List of delinquent nuisance abatement accounts on the Fiscal Year (FY) 2013/2014 Riverside County property tax roll for collection.

4. Direct the City Clerk to file with the Riverside County Assessor's office a certified copy of Resolution No. 2013-27 and the Property Assessment List as required by Section 6.04.120 of the City of Moreno Valley Municipal Code.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

Since 2009, the City of Moreno Valley's Fire Prevention Bureau has been assigned the responsibility of ensuring all vacant parcels in Moreno Valley are compliant with the provisions of the City of Moreno Valley Municipal Code Chapter 6.04, in order to protect

and preserve the health, safety, and general welfare of the public. Should property owners not voluntarily abate their own property after receiving all appropriate notices from the Fire Prevention Bureau, the City Manager or his designee will direct the abatement of various public nuisances and the recovery of costs associated with said abatements. Cost recovery may be obtained by recording a Notice of Special Assessment with the County Recorder's Office.

DISCUSSION

In April of each year, the Fire Prevention Bureau sends each vacant parcel owner as identified by the last equalized assessment roll a Weed and Nuisance Abatement letter. This letter states that all weeds, dry vegetation, rubble, junk, trash, debris, objects, discarded auto bodies, parts and other waste matter upon the premises is a public nuisance and must be abated per Moreno Valley Municipal Code 6.04 by April15.

After April 15, each vacant parcel in Moreno Valley is inspected to determine if the property owner has voluntarily complied with the request in the letter. If the parcel is non-compliant, a notice of violation is then mailed to the property owner advising them that they have 10 days to perform the required abatement. The property is then reinspected for compliance. Should the vacant parcel still require the removal of all weeds, dry vegetation, rubble, junk, trash, debris, objects, discarded auto bodies, parts and other waste matter, then a final notice of violation is mailed to the property owner giving the parcel owner 7 additional days to comply.

Once the period of time has passed as identified in the final notice, then per Municipal Code 6.04 the property is scheduled for abatement by city contractor. This section of the municipal code also allows for recovery of costs associated with said abatements.

The Property Assessment List for general nuisance and weed abatements is hereby submitted for review and consideration by the City Council. A statement of costs was mailed to the legal owner of record for each property requiring abatement action. The County of Riverside equalized tax assessment roll was utilized to determine property ownership. A summary of each abatement is included in the statement of costs, along with the owner's name(s), property description, and the cost for the abatement action. A copy of the statement of costs shall remain on file in the Fire Prevention Bureau.

The Property Assessment List is a current listing of unpaid abatement costs incurred during 2012. Costs approved by the City Council Resolution will result in a special assessment and will become a levy on the FY 2013/2014 tax bill if not paid directly to the City by July 1, 2013. The Notices of Special Assessment will be recorded at the Riverside County Recorder's Office following approval by the City Council.

ALTERNATIVES

1. Approve and authorize the recommended action as presented in this staff report. *This alternative will facilitate cost recovery for those costs incurred by the City for*

the abatement of public nuisance and hazard reduction work performed as outlined in the attached Property Assessment List.

2. Do not approve and authorize the recommended actions as presented in this staff report. *This will result in costs for contract abatement work being absorbed by the City for all costs that remain unpaid by the property owners.*

FISCAL IMPACT

Adoption of the resolution would facilitate cost recovery for those costs incurred by the City for public nuisance and hazard reduction work performed as outlined in the attached Property Assessment List.

As detailed in Exhibit A, the costs incurred by the City for contractual abatements are outlined below. An additional $13.80 Special Districts Administration (S.D.A.) fixed charge will be added for each parcel at the time the assessment is placed on the County of Riverside Tax Roll for FY 2013/2014.

Fire Prevention Bureau

Contractual, Inspection, and Administrative	$49,110.66
S.D.A. Fixed Charge Fee: (79 @ $13.80 each)	$1,090.20
Total:	$50,200.86

The Property Assessment List, as approved by City Council, is subject to amendment as necessary to reflect any payments subsequently received from property owners. Costs not paid in full by July 1, 2013, will be processed as special assessments and cost recovery will occur through the payment of taxes. The Statement of Costs and Notices of Special Assessment for each property shall remain on file in the Fire Prevention Bureau. If payment, or partial payment, is received from property owners, that portion of the Exhibit(s) will be revised as appropriate.

CITY COUNCIL GOALS

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

Community Image, Neighborhood Pride and Cleanliness. Promote a sense of community pride and foster an excellent image about our City by developing and executing programs that will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

Revenue Diversification and Preservation - Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

SUMMARY

The Fire Prevention Bureau performed public nuisance abatements during 2012. These abatements were to remove hazardous and other nuisance conditions from properties. After having been served with a "Notice to Abate" and given a reasonable time for compliance, the property owners failed to voluntarily abate the conditions.

Property owners were served with a Statement of Costs and billed, requesting payment for all costs associated with the City-performed abatement action, by regular mail. Staff is requesting that the City Council authorize the placement of unpaid abatement costs as a special assessment (tax lien) against the properties.

NOTIFICATION

Moreno Valley Municipal Code Section 6.04.060 – Notification of Nuisance provides that written notice of nuisance conditions **may** be given to property owners in the following manner:

> By regular mail addressed to the owner or person in charge and control of the property; at the address shown on the last available equalized assessment roll of the County of Riverside; or as otherwise known, by posting a "Notice to Abate" on the property where the nuisance condition(s) exists thereby allowing ten days to comply.

Notification of weed abatement conditions was specifically met by:

1. Mailing a "Notice to Abate" to property owners by regular mail.
2. Telephone contact with property owners, when possible (i.e., phone number on file).

Furthermore, a "Notice of Public Hearing" was published on April 3, 2013 and April 9, 2013, in The Press Enterprise in accordance with Section 6066 of the Government Code. A public posting of Council's action will also be done in accordance with section 6066 of the Government Code. In addition, the Fire Prevention Bureau mailed a Statement of Cost to each property owner in March 2013 indicating the amount owed for the nuisance abatement services performed by the City as well as the date of the City Council meeting at which this Public Hearing would occur. An official list of the submitted delinquent accounts was submitted to Special Districts and indicates the maximum charges which can be placed on the property tax roll for FY 2013/2014.

ATTACHMENTS

Attachment 1: Proposed Resolution confirming assessments on certain real properties as outlined in the Property Assessment List for the abatement of nuisances

Prepared By:
Cynthia Owens
Management Assistant

Department Head Approval:
Abdul Ahmad
Fire Chief

Concurred By:
Randall Metz
Fire Marshal

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CONFIRMING STATEMENTS OF COSTS AGAINST REAL PROPERTY LOCATED IN THE CITY OF MORENO VALLEY, FOR ABATEMENTS OF PUBLIC NUISANCES AND DIRECTION THAT SAID STATEMENT OF COSTS CONSTITUTE A LIEN UPON SAID PROPERTIES

WHEREAS, pursuant to the provisions of the City of Moreno Valley Municipal Code Chapter 6.04, the City of Moreno Valley, State of California, in order to protect and preserve the public health, safety and general welfare, has conducted and completed the abatement of certain public nuisances on real properties located within the City of Moreno Valley, State of California; and

WHEREAS, in accordance with the provisions of the City of Moreno Valley Municipal Code, the City of Moreno Valley has submitted Statement of Costs; and

WHEREAS, having received and considered said Statement of Costs and having notified the affected property owners and given them an opportunity to be heard.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. That the Statements of Costs, Notice of City Council Meeting, and Notices of Special Assessments, copies of which are on file with the Fire Prevention Bureau, and incorporated herein by this reference, are confirmed.

2. That the Property Assessment List, attached hereto as Exhibit A and incorporated herein by this reference, is also confirmed.

3. That the Notices of Special Assessments shall be recorded with the Riverside County Recorder's Office and copies transmitted to the Assessor and Tax Collector of the County of Riverside and after recordation shall constitute special assessments against the property to which they relate, and shall constitute liens on the property in the amount of the assessment to be added to the tax bill next levied against the property.

MV00195665

APPROVED AND ADOPTED this 23rd day of April, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00195666

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-27 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 23rd day of April, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

MV00195667

Annual Fire Prevention Weed Abatement Report

Exhibit A

Property Abatement List (PAL)

April 23, 2013 City Coucil Meeting

FY 12/13

	Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost
1	316030014	2TES FAMILY TRUST	P O BOX 7000 318 ROLLING HILLS ESTATE CA, 90274	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/29/2012	363.00	157.00	240.00	13.80	773.80
2	316210009	PIERCE HARDY LTD PARTNERSHIP	1019 RTE 519 BLDG 5 EIGHTY FOUR PA, 15330	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/31/2012	619.00	157.00	240.00	13.80	1,029.80
3	316210064	IPARAGURRIE, JENNIE	775 N SANDERSON AVE SAN JACINTO CA, 92582	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/31/2012	359.00	157.00	240.00	13.80	769.80

MV00195668

Property Abatement List (PAL)

FY 12/13

	Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost
4	473150058	WOLVERINE PROP	3512 CEDAR RIDGE LN CORONA CA, 92881	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/1/2012	298.00	157.00	240.00	13.80	708.80
5	473150059	WOLVERINE PROP	3512 CEDAR RIDGE LN CORONA CA, 92881	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed.	8/1/2012	233.00	157.00	240.00	13.80	643.80
6	473210005	BRISENO, JUAN	1567 WOOD RD RIVERSIDE CA, 92508	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	8/1/2012	389.00	157.00	240.00	13.80	799.80
7	474120045	MCFARLAND, RANDY	24379 WILLIS LN MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/2/2012	103.00	157.00	240.00	13.80	513.80

MV00195669

Property Abatement List (PAL)

FY 12/13

	Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost
8	474120046	MCFARLAND, RANDY	24379 WILLIS LN MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	8/1/2012	103.00	157.00	240.00	13.80	513.80
9	474120047	MCFARLAND, RANDY	24379 WILLIS LN MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/2/2012	103.00	157.00	240.00	13.80	513.80
10	475050040	JIAQI INC	P O BOX 93723 CITY OF INDUSTRY CA, 91715	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/2/2012	356.00	157.00	240.00	13.80	766.80
11	475160056	CAMPUS REALTY	28391 AVD LA MANCHA SAN JUAN CAPO CA, 92675	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/1/2012	104.00	157.00	240.00	13.80	514.80
12	475160065	CAMPUS REALTY	28391 AVD LA MANCHA SAN JUAN CAPO CA, 92675	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/2/2012	174.00	157.00	240.00	13.80	584.80
13	475250075	BOSQUES, CORNELIO	24346 GROVEN LN MORENO VALLEY CA, 92555	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed.	8/1/2012	103.00	157.00	240.00	13.80	513.80

MV00195670

Property Abatement List (PAL)

FY 12/13

	Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost
14	475280078	MCFARLAND, RANDY	24379 WILLIS LN MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed.	8/1/2012	103.00	157.00	240.00	13.80	513.80
15	475280079	MCFARLAND, RANDY	24379 WILLIS LN MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/1/2012	103.00	157.00	240.00	13.80	513.80
16	256150025	EASLEY, ROY C	3223 RIVER DR EDEN UT, 84310	Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/30/2012	129.00	157.00	240.00	13.80	539.80
17	256150026	MENDOZA, DANIEL	21060 JENNINGS CT. MORENO VALLEY, 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/30/2012	128.00	157.00	240.00	13.80	538.80

MV00195671

Property Abatement List (PAL)

FY 12/13

	Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost
18	256150031	RODRIGUEZ, PEDRO	17345 MERRIL AVE FONTANA CA, 92335	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/30/2012	106.00	157.00	240.00	13.80	516.80
19	256150035	EASLEY, ROY C	3223 RIVER DR EDEN UT, 84310	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	7/30/2012	103.00	157.00	240.00	13.80	513.80
20	259240048	JW CAPITAL PP	1875 E CENTURY PARK 1490 LOS ANGELES CA, 90007	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Tree branches have not been cleared 8 feet from ground.	8/1/2012	300.00	157.00	240.00	13.80	710.80
21	263132028	AMUNDSON, DAVID	68125 VERANO RD CATHEDRAL CY CA, 92234	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	7/30/2012	133.00	157.00	240.00	13.80	543.80
22	263132031	NGUYEN, THANG	1565 GRAPEVINE LN VISTA CA, 92083	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	7/30/2012	165.00	157.00	240.00	13.80	575.80

MV00195672

Property Abatement List (PAL)

FY 12/13

	Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost
23	263160002	SLCW INV	29217 LAKEVIEW LN HIGHLAND CA, 92346	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	7/31/2012	108.00	157.00	240.00	13.80	518.80
24	263160008	SLCW INV	29217 LAKEVIEW LN HIGHLAND CA, 92346	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	7/31/2012	740.00	157.00	240.00	13.80	1,150.80
25	263160015	INDIO SECURITY STORAGE INC	45800 FLOWER ST INDIO CA, 92201	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	7/30/2012	103.00	157.00	240.00	13.80	513.80
26	263160028	SLCW INV	29217 LAKEVIEW LN HIGHLAND CA, 92346	Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	7/31/2012	313.00	157.00	240.00	13.80	723.80
27	263210030	OSTEEN, JAMES	11701 PERRIS BLV MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed.	7/31/2012	196.39	157.00	240.00	13.80	607.19
28	263220016	ALQUZAH, MONTHER	3700 TYLER ST UNT 10 RIVERSIDE CA, 92503	Weeds have not been properly abated according to the lot size requirements.	7/29/2012	99.00	157.00	240.00	13.80	509.80

MV00195673

Property Abatement List (PAL)

FY 12/13

	Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost
29	263220018	ALQUZAH, MONTHER	3700 TYLER ST NO 10 RIVERSIDE CA, 92503	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/29/2012	243.00	157.00	240.00	13.80	653.80
30	263220025	ALQUZAH, MONTHER	3700 TYLER ST NO 10 RIVERSIDE CA, 92503	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed.	7/29/2012	133.00	157.00	240.00	13.80	543.80
31	263230020	ESCONDIDO PLAZA INC	PO BOX 460055 ESCONDIDO CA, 92046	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed.	7/29/2012	146.00	157.00	240.00	13.80	556.80
32	478171010	RAHMON, HENRI J	333 W ORANGE HEIGHTS LN CORONA CA, 92882	Tree branches have not been cleared 8 feet from ground.	8/1/2012	510.24	157.00	240.00	13.80	921.04
33	478174019	KAYMAZ, JANET	1603 BROOKSIDE AVE REDLANDS CA, 92373	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/31/2012	97.00	157.00	240.00	13.80	507.80

MV00195674

Property Abatement List (PAL)

FY 12/13

	Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost
34	478174020	KAYMAZ, JANET	1603 BROOKSIDE AVE REDLANDS CA, 92373	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/31/2012	97.00	157.00	240.00	13.80	507.80
35	478174021	KAYMAZ, JANET	1603 BROOKSIDE AVE REDLANDS CA, 92373	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/31/2012	97.00	157.00	240.00	13.80	507.80
36	478175002	RODRIGUES, FAUSTO P	31875 FLOSSIE WAY WINCHESTER CA, 92596	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed.	8/1/2012	308.16	157.00	240.00	13.80	718.96
37	478202053	ROBERTSON, RICHARD M	P O BOX 677 SUN CITY CA, 92586	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/1/2012	116.00	157.00	240.00	13.80	526.80

MV00195675

Property Abatement List (PAL)

FY 12/13

	Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost
38	479090003	MONJAZI, JOHN DAVID	P O BOX 4220 OCEANSIDE CA, 92052	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	7/31/2012	105.00	157.00	240.00	13.80	515.80
39	479230018	LAI, PAUL CH	1141 RODEO RD ARCADIA CA, 91006	Weeds have not been properly abated according to the lot size requirements. Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/31/2012	720.00	157.00	240.00	13.80	1,130.80
40	481171046	BYLES & MAS DEV	P O BOX 77372 CORONA CA, 92877	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed.	7/31/2012	103.00	157.00	240.00	13.80	513.80
41	481171048	BYLES & MAS DEV	P O BOX 77372 CORONA CA, 92877	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/2/2012	103.00	157.00	240.00	13.80	513.80
42	481171050	BYLES & MAS DEV	P O BOX 77372 CORONA CA, 92877	Weeds have not been properly abated according to the lot size requirements. Tree branches have not been cleared 8 feet from ground.	8/2/2012	104.00	157.00	240.00	13.80	514.80

MV00195676

Property Abatement List (PAL)

FY 12/13

	Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost
43	481200013	NEJAD, M J R	310 N COTA NO J CORONA CA, 92880	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/2/2012	103.00	157.00	240.00	13.80	513.80
44	481200044	NEJAD, M J R	310 N COTA NO J CORONA CA, 92880	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	8/2/2012	103.00	157.00	240.00	13.80	513.80
45	481270008	NANDINO, HENRY	7290 ASHLEY ST COLTON CA, 92324	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	8/2/2012	134.00	157.00	240.00	13.80	544.80
46	263230022	ESCONDIDO PLAZA INC	PO BOX 460055 ESCONDIDO CA, 92046	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed.	7/29/2012	104.00	157.00	240.00	13.80	514.80
47	291191004	ODUFALU, EKINOMO AHIMIE	14124 ASHTON LN RIVERSIDE CA, 92508	Weeds have not been properly abated according to the lot size requirements. Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/29/2012	129.00	157.00	240.00	13.80	539.80
48	292032011	JURUPA LAND & INV INC	6865 AIRPORT DR RIVERSIDE CA, 92504	Weeds have not been properly abated according to the lot size requirements.	7/31/2012	341.00	157.00	240.00	13.80	751.80

MV00195677

Property Abatement List (PAL)

FY 12/13

	Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost
49	292191022	ONTIVEROS, LUIS A	4415 CAMINITO TECERA DEL MAR CA, 92014	Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	7/30/2012	149.00	157.00	240.00	13.80	559.80
50	292280018	NOVAL, VICTORINO	12032 VISTA DE CERR PMB278 MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	7/31/2012	301.00	157.00	240.00	13.80	711.80
51	297100006	NOA ASSOCIATES	8121 VAN NUYS BLV STE 300 PANORAMA CITY CA, 91402	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	7/30/2012	682.75	157.00	240.00	13.80	1,093.55
52	297130043	TAKUMA	333 W PASEO DE CRISTOBAL SAN CLEMENTE CA, 92672	Weeds have not been properly abated according to the lot size requirements. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/31/2012	233.00	157.00	240.00	13.80	643.80
53	297150031	R&H HOTEL DEV	16278 MENAHKA RD APPLE VALLEY CA, 92307	Weeds have not been properly abated according to the lot size requirements.	7/29/2012	261.00	157.00	240.00	13.80	671.80
54	297180006	SAMBRAY, AMEET Y	21830 DEVERON COVE YORBA LINDA CA, 92887	Weeds have not been properly abated according to the lot size requirements. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/31/2012	454.17	157.00	240.00	13.80	864.97

MV00195678

Property Abatement List (PAL)

FY 12/13

	Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost
55	297220001	MORENO VALLEY GATEWAY	30448 RANCHO VIEJO RD 110 SAN JUAN CAPISTRANO CA, 92765	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	7/29/2012	194.00	157.00	240.00	13.80	604.80
56	297220010	MORENO VALLEY GATEWAY	30448 RANCHO VIEJO RD 110 SAN JUAN CAPISTRANO CA, 92765	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	7/29/2012	179.00	157.00	240.00	13.80	589.80
57	308040050	CONTINENTAL EAST FUND III	1250 CORONA POINT STE 302 CORONA CA, 92879	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/1/2012	366.00	157.00	240.00	13.80	776.80
58	475280080	MCFARLAND, RANDY	24379 WILLIS LN MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/1/2012	103.00	157.00	240.00	13.80	513.80

MV00195679

Property Abatement List (PAL)

FY 12/13

	Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost
59	475280081	MCFARLAND, RANDY	24379 WILLIS LN MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/2/2012	103.00	157.00	240.00	13.80	513.80
60	475280082	MCFARLAND, RANDY	24379 WILLIS LN MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/1/2012	185.00	157.00	240.00	13.80	595.80
61	475280083	MCFARLAND, RANDY	9087 ARROW RTE STE 200 RANCHO CUCAMONGA CA, 91730	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/2/2012	109.00	157.00	240.00	13.80	519.80

MV00195680

Property Abatement List (PAL)

FY 12/13

	Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost
62	475280084	MCFARLAND, RANDY	24379 WILLIS LN MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/2/2012	103.00	157.00	240.00	13.80	513.80
63	475280085	MCFARLAND, RANDY	24379 WILLIS LN MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/2/2012	103.00	157.00	240.00	13.80	513.80
64	478120003	SP CCI	43255 VIA SIENA INDIAN WELLS CA, 92210	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/31/2012	296.00	157.00	240.00	13.80	706.80

MV00195681

Property Abatement List (PAL)

FY 12/13

	Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost
65	478120004	SP CCI	43255 VIA SIENA INDIAN WELLS CA, 92210	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/31/2012	164.00	157.00	240.00	13.80	574.80
66	481270039	LOZANO, ALFREDO	12900 HEACOCK ST MORENO VALLEY, 92553	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/1/2012	38.00	157.00	240.00	13.80	448.80
67	481270059	LOZANO, ALFREDO	12900 HEACOCK ST MORENO VALLEY CA, 92553	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	8/1/2012	32.00	157.00	240.00	13.80	442.80
68	481270060	NEJAD, M J RAHMANI	3380 LA SIERRA AVE #104 RIVERSIDE CA, 925035225	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	8/1/2012	203.00	157.00	240.00	13.80	613.80

MV00195682

Property Abatement List (PAL)

FY 12/13

	Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost
69	482060041	MANSELL, HARNETHIA	10947 OAK RUN CIR MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/2/2012	232.00	157.00	240.00	13.80	642.80
70	482230013	LIANG, HUO YOU	16015 PHOENIX RD CITY OF INDUSTRY CA, 91745	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/31/2012	526.78	157.00	240.00	13.80	937.58
71	482582040	F & T GROUP	16015 PHOENIX DR CITY OF INDUSTRY CA, 91745	Weeds have not been properly abated according to the lot size requirements. Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/29/2012	164.00	157.00	240.00	13.80	574.80

MV00195683

	Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost
72	486091002	QUINTANILLA, AMERICA	5564 AGRA ST BELL GARDENS CA, 90201	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/31/2012	307.17	157.00	240.00	13.80	717.97
73	486250021	CONTINENTAL EAST FUND VII	1250 CORONA POINT STE 302 CORONA CA, 92879	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/1/2012	294.00	157.00	240.00	13.80	704.80
74	486290029	AKMAKJIAN CHRISTINA HEIDER LIVING TRUST	2225 DA VINCI DR RIVERSIDE CA, 92506	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/31/2012	296.00	157.00	240.00	13.80	706.80
75	487250006	MONSON DOROTHY C ESTATE OF	3777 LYNWOOD DR HIGHLAND CA, 92346	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/1/2012	298.00	157.00	240.00	13.80	708.80

MV00195684

Property Abatement List (PAL)

FY 12/13

	Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost
76	488080003	LCTH INV	1000 DOVE ST NO 100 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Tree branches have not been cleared 8 feet from ground.	8/2/2012	532.00	157.00	240.00	13.80	942.80
77	488190032	PRESTON, DONALD E	27389 COTTONWOOD AVE MORENO VALLEY CA, 92555	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/1/2012	253.00	157.00	240.00	13.80	663.80
78	488200024	MORENO VALLEY CHURCH OF CHRIST	P O BOX 9633 MORENO VALLEY CA, 92552	Weeds have not been properly abated according to the lot size requirements. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/31/2012	294.00	157.00	240.00	13.80	704.80
79	488220005	LIN, KEVIN C H	519 N BEDFORD DR BEVERLY HILLS CA, 90210	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/31/2012	359.00	157.00	240.00	13.80	769.80
						$17,747.66	$12,403.00	$18,960.00	$1,090.20	**$50,200.86**

MV00195685

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: April 23, 2013

TITLE: PUBLIC HEARING FOR THE CDBG AND HOME PROGRAMS TO ADOPT THE CONSOLIDATED PLAN FOR FISCAL YEARS 2013-2018. THE ANNUAL ACTION PLAN FOR FISCAL YEAR 2013-2014 AND THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE AND FAIR HOUSING ACTION PLAN

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a Public Hearing for the Community Development Block Grant (CDBG) and HOME programs to allow the public an opportunity to comment on, 1) the proposed FY 2013-2018 Consolidated Plan, 2) the FY 2013-2014 Annual Action Plan, and 3) the Analysis of Impediments to Fair Housing Choice and Fair Housing Action Plan.

2. Adopt, 1) the FY 2013-2018 Consolidated Plan, 2) the FY 2013-2014 Annual Action Plan, and 3) the Analysis of Impediments to Fair Housing Choice and Fair Housing Action Plan.

BACKGROUND

Consolidated Plan and Annual Action Plan

The U.S. Department of Housing and Urban Development (HUD) requires that grantee cities, such as Moreno Valley, prepare both a Consolidated Plan and an Annual Action Plan as a condition to receiving Federal funding under the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME). The Consolidated Plan is a planning document that covers a five year period between July 1, 2013 and June 30, 2018, and establishes the City's strategies for addressing low and moderate income needs of the community, as defined by HUD regulations.

The Annual Action Plan is prepared prior to the start of each fiscal year within a Consolidated Plan period. The attached Annual Action Plan details the specific activities and projects the City of Moreno Valley will undertake in FY 2013-2014 using CDBG and HOME funds.

Analysis of Impediments to Fair Housing Choice and Fair Housing Action Plan

Prior to the start of each Consolidated Plan period, HUD requires that grantees prepare an Analysis of Impediments (AI) to Fair Housing Choice Report as part of the Community Development Block Grant (CDBG) program. The AI is a review of impediments or barriers that affect the public's right of fair housing choice and it serves as a basis for fair housing planning. It provides detailed information to policy makers, administrative staff, housing providers, lenders, and fair housing advocates to assist in building public support for fair housing efforts. The City's current AI was last updated in 2008. Data contained in this report is a synthesis of the most recent US Census Data, information collected by the Fair Housing Council of Riverside County (FHCRC) and a series of community meetings conducted in October of 2012. In addition, the City in partnership with the FHCRC published an online survey to solicit additional community input regarding fair housing issues.

DISCUSSION

Consolidated Plan

Attachment 1 to this report is the proposed Consolidated Plan for Fiscal Years 2013-2018. The Consolidated Plan provides the City with a Five-Year Strategic Plan for addressing housing, homelessness, special needs and community and economic development activities in the City. The Consolidated Plan document provides four functions including, 1) the development of a planning document that encourages citizen participation, 2) a consolidated application to HUD, 3) a strategy to be followed in carrying out HUD programs, and 4) an Action Plan that provides a basis for assessing performance. The Consolidated Plan matches the community needs with identified implementation strategies and available resources to address those needs.

Annual Action Plan

Attachment 2 to this report is the proposed Annual Action Plan for FY 2013-2014. The Action Plan details the specific projects and allocated funding for the upcoming program year. In March of 2013, HUD notified the City that it should anticipate a 10% reduction in funding as a result of the federal sequester. Sequestration is a term used to describe the practice of using mandatory spending cuts in the federal budget if the cost of running the government exceeds either an arbitrary amount or the gross revenue it brings in during the fiscal year. For budget estimation purposes, City staff utilized the FY 2012-2013 allocation of $1,858,467 as the basis to begin the 10% reduction. Therefore, staff estimates the new CDBG funding allocation to be $1,672,620. Of this, 15% or $250,893 of the total CDBG allocation can be made available for social services. In addition, $902,576 in previous year project surplus is available for reallocation. Surplus funding is created when a project is either completed under the originally estimated

budget or when a project is canceled and funds are reprogrammed and returned to the grant credit line. This provides for a total anticipated CDBG budget for the next fiscal year of $2,575,196.

The FY 2013-2014 HOME allocation is anticipated to be $422,077. Historically the City has utilized the HOME Program to fund HOME program administration (capped at 10% or $42,207 of the total HOME allocation), City-sponsored housing rehabilitation programs, first time homebuyer down payment assistance, and the HUD-mandated 15% set-aside ($63,312) for Community Housing Development Organizations (CHDO) that must be used to increase the supply of affordable housing for low-income families.

On March 26, 2013 a Public Hearing was conducted to discuss staff's recommendations for CDBG and HOME projects for FY 2013-2014. The City Council approved staff recommendations as submitted.

The following tables detail the proposed budget for the CDBG and HOME programs for FY 2013-2014. These budgets are included in the Annual Action Plan and will be approved once the documents are adopted.

ANTICIPATED FY 2013-14 CDBG BUDGET

PROGRAM ADMINISTRATION (20% CAP - $334,524)	
CDBG Program Administration	$314,524
Fair Housing Services	$20,000
PUBLIC SERVICES (15% CAP - $250,893)	
Community Assistance Program (CAP) Food Program	$33,062
Friends of the Moreno Valley Senior Center (MoVan) Transportation	$31,062
Fair Housing Council of Riv County - Landlord Tenant Mediation Program	$17,892
PW Enhancement Center - Emergency Services Outreach	$17,062
Lutheran Social Services (MARB) Homeless Shelter	$16,912
Path of Life Transitional Family Shelter (MARB)	$16,912
Catholic Charities - Case Worker	$16,062
CASA for Riverside County Foster Youth Program	$11,062
Assistance League/Operation School Bell - Clothes/School Supplies	$11,062
Fair Housing Council of Riv County - Foreclosure Mitigation Counseling Program	$10,000
Operation Safehouse Shelter for Youth	$9,062
Alternatives to Domestic Violence Emergency Shelter & Services	$8,562
Riverside Area Rape Crisis Center - Child Abuse Prevention Program	$8,562
Salvation Army -Food Program	$8,562
ARC of Riverside - Disabled Adult Day Care Facility	$6,062
US VETS Transportation Assistance Program	$6,062
Smooth Transition Literacy/Job Readiness/Life Skills Trng.	$6,062

Lighthouse Treatment Center for Vets	$6,062
211' Telephone Referral Service	$6,062
MV PD Christmas Program	$4,753
PUBLIC FACILITIES AND IMPROVEMENTS	
Sunnymead Blvd. Stormdrain between Indian & SR-60 Perris Blvd. off-ramp	$800,000
Edgemont Improvement Program - Exterior Rehab.	$300,000
REHABILITATION	
Habitat for Humanity	$10,000
CODE ENFORCEMENT	
Code & Neighborhood Enforcement Program (CDBG Target Areas)	$284,767
Code Enforcement - Foreclosure 'Strike Team'	$98,042
ECONOMIC DEVELOPMENT	
Business Incubator (formerly New Business Incentive Program)	$273,754
Recruitment Assistance (based at the ERC)	$173,216
Small Business Development Center	$50,000
TOTAL CDBG FUNDING ALLOCATIONS	**$2,575,196**

ANTICIPATED FY 2013-14 HOME BUDGET

PROGRAM ADMINISTRATION (10% CAP - $42,207)	
HOME Program Administration	$42,207
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (15% MINIMUM)	
Community Housing Development Organization (CHDO)	$63,312
HOUSING PROGRAMS	
New Affordable Housing Project(s)	$796,558
TOTAL HOME FUNDING ALLOCATIONS	**$902,077**

Changes to CDBG Eligible Target Areas

HUD requires cities to establish CDBG Target Areas so that they may concentrate their programs in areas determined to contain residents of which at least 51% earn low-to-moderate incomes. Since the last Consolidated Plan cycle, several census tract block groups have been added to the City's eligible CDBG target area. The new map of Moreno Valley's CDBG Target Areas is included as part of the Consolidated Plan.

Analysis of Impediments to Fair Housing Choice and Fair Housing Action Plan

Attachment 3 is the proposed Analysis of Impediments (AI) to Fair Housing Choice and Fair Housing Action Plan. Because the recommendations of this report are included in both the Action Plan and Consolidated Plan, all documents were noticed together and were made available for concurrent public review from March 22, 2013 through April 21, 2013. The report details the current conditions existing in the City using data from the Census Bureau and other sources. The report also provides actions that the City will undertake in order to alleviate fair housing discrimination and other impediments to fair housing choice. These actions will continue over the course of the five-year period of the Consolidated Plan.

The following summarizes the fair housing impediments identified and the recommended actions that the City should undertake during the five years of the Consolidated Plan. The recommended private sector actions apply to ways in which the City can encourage outside entities to further fair housing while the public sector actions refer to actions that the City can directly implement to further fair housing.

1. Public Sector Actions

Action 1.1 In order to affirmatively further fair housing, the City will establish a specific disability definition that is identical to the one in the Federal Fair Housing Act. The definition will be included in the Reasonable Accommodation Procedure.

Action 1.2 The Planning and Zoning Code will be revised to define transitional and supportive housing and to indicate the residential zones in which such housing is permitted.

Action 1.3 The City will adopt a reasonable accommodation procedure.

Action 1.4 The City will address special needs populations through the policies of the Consolidated Plan and Housing Element. In the Housing Element Update (to be adopted by October 2013), the City must address the needs of the developmentally disabled population. The City also will consider amending the Planning and Zoning Code to include a definition and development standards for special needs housing.

Action 1.5 The City will amend the Planning and Zoning Code by adding a senior housing definition.

2. Private Sector Actions

Action 2.1 The City and Fair Housing Council of Riverside County, Inc. will continue to offer fair housing services to Moreno Valley residents.

Action 2.2 The City and Fair Housing Council of Riverside County, Inc. will arrange a meeting with the Inland Valley Association of Realtors' (IVAR) Fair Housing Committee, which meets the third Tuesday of every month, to explore fair housing topics.

Action 2.3 The Fair Housing Council - as part of its home buyer counseling services – will provide examples of how to detect "steering" during the home search process and how to detect "loan steering."

Action 2.4 The Fair Housing Council will add "how to read an appraisal report" to its homebuyer counseling services.

Action 2.5 The City and Fair Housing Council will annually monitor the Home Mortgage Disclosure Act (HMDA) data to establish long-term trends in loan denial rates.

Action 2.6 The City and Fair Housing Council will maintain an inventory of Federal Housing Administration (FHA) and low down payment financed homes.

Action 2.7 The City and Fair Housing Council will monitor on a regular schedule the notices of default by address made available by the County Recorder's Office or through a subscription service.

Action 2.8 The City and Fair Housing Council will match the notices of default by address to the addresses of the low down payment financed homes.

Action 2.9 The Fair Housing Council will contact the borrowers in default and inform them of default and foreclosure counseling services available to homeowners at risk of losing their homes.

Citizen Participation

Citizen participation for the development of the Consolidated Plan, the Annual Action Plan, and the Analysis of Impediments to Fair Housing (AI) was accomplished through a series of meetings, public notices and announcements. City staff conducted meetings with area residents, non-profit organizations and surrounding jurisdictions to solicit input on community needs. Two public meetings were conducted to determine community needs. In addition, several focused meetings with local agencies, surrounding jurisdictions and City committees were also conducted. Information and notification of these meetings was distributed through correspondence, flyers and public notices. The information compiled from the meetings was used in determining the needs in the community and the development of strategies.

In addition, three public hearings were conducted to solicit input from the general public. The first public hearing took place on December 11, 2012 and residents were given the opportunity to provide comments regarding priority needs in the community. A second public hearing was held on March 26, 2013 to discuss the proposed projects to be funded with CDBG and HOME for the upcoming fiscal year. A final public hearing to be conducted on April 23, 2013 will allow the public an opportunity to comment on the proposed Consolidated Plan, Annual Action Plan, and AI before adoption by the City Council. All adopted documents must be submitted to HUD by May 9, 2013.

ALTERNATIVES

Alternative 1 – The City Council may adopt the Consolidated Plan for Fiscal Years 2013-2018, the Annual Action Plan for Fiscal Year 2013-2014 and the Analysis of Impediments to Fair Housing Choice and Fair Housing Action Plan. **Staff recommends this alternative as being the most compliant with HUD's requirements.**

Alternative 2 – City Council may choose not to adopt the Consolidated Plan for Fiscal Years 2013-2018, the Annual Action Plan for Fiscal Year 2013-2014, or the Analysis of Impediments to Fair Housing Choice Report. **Staff does not recommend this alternative because it *would result in not meeting HUD's established deadline for submission of these documents.***

FISCAL IMPACT

In FY 2013-2014 there is an estimated total of $1,672,620 in new CDBG funding to allocate to projects and an estimated $422,077 in new HOME funds available to allocate to new projects. Together, these funds will provide funding for affordable housing projects and a variety of community improvements, economic development, rehabilitation and public services.

The Analysis of Impediments to Fair Housing Choice Report is required by the U.S. Department of Housing and Urban Development (HUD) as part of the Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) programs. Grant funding could be impacted if the City does not have an updated report.

CITY COUNCIL GOALS

1. REVENUE DIVERSIFICATION & PRESERVATION
By utilizing CDBG, HOME and ADDI funds, the City will enhance its ability to create a stable revenue base and fiscal policies that will support essential City improvement services.

2. PUBLIC SAFETY
Many of the proposed CDBG and HOME projects and programs will directly or indirectly help to provide a secure environment for people and property in the community.

3. PUBLIC FACILITIES & CAPITAL PROJECTS
The majority of CDBG dollars will be used to construct needed public facilities, roadway improvements and other infrastructure improvements.

4. POSITIVE ENVIRONMENT
A positive environment for the development of Moreno Valley's future will be created through a variety of community-based CDBG and HOME programs and projects.

5. COMMUNITY IMAGE, NEIGHBORHOOD PRIDE & CLEANLINESS
CDBG and HOME programs such as: Code Enforcement, Neighborhood Policing, Public Infrastructure Improvements and Housing Rehabilitation will help to preserve, rehabilitate and improve existing neighborhoods.

NOTIFICATION

Notice of this meeting was published in the local edition of the Press-Enterprise newspaper on March 9, 2013.

ATTACHMENTS

ATTACHMENT 1	Consolidated Plan for Fiscal Years 2013-2018
ATTACHMENT 2	Annual Action Plan for Fiscal Year 2013-2014
ATTACHMENT 3	Analysis of Impediments to Fair Housing Choice Report and Fair Housing Action Plan

Prepared By:
Dante Hall
Business Support & Neighborhood Programs Administrator

Department Head Approval:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

MORENO VALLEY

WHERE DREAMS SOAR

CITY OF MORENO VALLEY

Consolidated Plan

2013 - 2018

Plan Effective: July 1, 2013 – June 30, 2018

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ES-05 Executive Summary

1. Introduction

The Consolidated Plan is a five-year community development plan covering the period July 1, 2013 to June 30, 2018. The plan outlines the community's needs, the strategies for addressing those needs, citizen participation and a one-year action plan (which will be updated annually).

As a recipient of both Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME), funds the City is required to prepare a Consolidated Plan. The plan must be submitted to the U.S. Department of Housing and Urban Development (HUD).

The Consolidated Plan serves four functions. These functions include the development of a planning document that encourages citizen participation, a consolidated application to HUD, a strategy to be followed in carrying out HUD programs, and an action plan that provides a basis for assessing performance.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The overall goals of the CDBG and HOME Programs, as included in the Consolidated Plan, are to develop viable urban communities by providing (1) decent housing, (2) a suitable living environment and (3) expanded economic opportunities principally for low and moderate-income persons.

(1). Decent housing includes assisting homeless persons, retention of the affordable housing stock, increasing the availability of permanent housing in standard condition and affordable cost to low-income and moderate-income persons.

(2). A suitable living environment includes improving the safety and livability of neighborhoods, increasing access to quality public and private facilities and services, and the revitalization of deteriorating or deteriorated neighborhoods.

(3). Expanded economic opportunities include job creation and retention, as well as establishment, stabilization and expansion of small businesses.

The primary means towards this end is to extend and strengthen partnerships among all levels of government and the private sector, including for-profit and non-profit organizations, in the production and operation of affordable housing.

3. Evaluation of past performance

The City of Moreno Valley exceeded all of its goals established under the 2008-2013 Consolidated Plan. At the time this document was being prepared, the City was mid-way through the final year (2013) of the previous Consolidated Plan, and therefore information regarding the first four years of the plan are being referred to herein.

At the end of Year 4 of the Plan the City was successful in accomplishing the following:

1. Homeless Strategy - Assisted 2,350 homeless or at risk homeless individuals with housing and public services.
2. Special Needs Strategy - Assisted 17,948 special needs persons, including the elderly and disabled, with housing and public services.
3. Housing Strategy - Rehabilitated or constructed 192 housing units. In addition, utilizing NSP1 funding the City rehabilitated 45 single family homes, and 27 affordable rental units. The City also provided 30 households with the opportunity to become first time home buyers. Proactive code enforcement in the CDBG target areas was provided to 7,898 households. Finally, 3,569 households were provided with fair housing services.
4. Community and Economic Development Strategy - The City was successful in creating/retaining 163 jobs for local small business and providing job training to 93 low and moderate income individuals. Infrastructure improvements were made to 610 parcels within the CDBG target area. 177,498 Low and moderate income residents received public services.

4. Summary of citizen participation process and consultation process

During the Consolidated Plan process, the City took an aggressive approach to ensure and encourage citizen participation. HUD regulations require that cities consult with public and private community-based non-profit organizations to obtain input on the housing and non-housing needs of low- and moderate-income and homeless members of the community. Those with special needs are included as well. To meet this requirement, the City prepared a Citizen Participation Plan which outlines the process for encouraging citizen participation in the development of the Consolidated Plan.

Citizen participation was accomplished through a series of meetings, public notices and announcements. City staff conducted meetings with area residents, non-profit organizations and surrounding jurisdictions to solicit input on community needs. Public meetings to determine needs were held in two of the CDBG Target Areas. One meeting took place at the Moreno Valley City Council Chamber and the other at the Moreno Valley Conference and Recreation Center. In addition, several focused meetings with local agencies, surrounding jurisdictions and City committees were also conducted.

Information and notification of these meetings was distributed through correspondence, flyers and public notices published in the Riverside Press Enterprise. The information compiled from the meetings was used in determining the needs in the community and the development of strategies. Citizen comments are included as an attachment to this document.

Three public hearings were conducted to solicit input from the public. The first public hearing took place on December 11, 2012 and residents were given the opportunity to provide comments regarding priority needs in the community. A second public hearing was held on March 26, 2013 to discuss the proposed Consolidated Plan goals and objectives and the proposed projects for the upcoming fiscal year. After receiving input from the community, the proposed Consolidated Plan was available for a 30-day public examination and comment period from March 22, 2013 through April 22, 2013. The Plan was available at four locations (Library, City Corporate Yard, City Hall and Senior Center) within the City. A final public hearing was conducted on May 23, 2013 after the close of the public review period. The final public hearing allowed the public an opportunity to comment on the proposed Consolidated Plan before adoption by the City Council.

5. Summary of public comments

The following is a summary of the types of needs identified by citizens during public meetings:

- Affordable rental housing
- Programs for at risk youth
- Increased need for telephone social service referral program
- Housing for homeless veterans
- Utility assistance
- Drug and gang intervention services
- Infrastructure improvements
- Financial counseling
- Improvements to the Edgemont neighborhood
- Homeless shelters and emergency motel vouchers
- Services for mentally ill homeless individuals

6. Summary of comments or views not accepted and the reasons for not accepting them

All public comments were taken into consideration when developing the Consolidated Plan.

The Process

PR-05 Lead & Responsible Agencies

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	MORENO VALLEY	Community & Economic Development Department

Table 1 – Responsible Agencies

Narrative

The City of Moreno Valley Community and Economic Development Department's, Business Support and Neighborhood Programs Division is responsible for the development of the Consolidated Plan. The Consolidated Plan was prepared with the cooperation of local non-profit agencies, social service organizations, and interested members of the public.

Consolidated Plan Public Contact Information

The primary contact for matters regarding this plan is: Dante G. Hall, Business Support & Neighborhood Programs Administrator, 951-413-3450

PR-10 Consultation

1. Introduction

The City coordinated efforts and consulted with several public agencies to prepare the Consolidated Plan. The Riverside County Public Housing Authority provided information regarding public and assisted housing in Moreno Valley; the Riverside County Department of Public Social Services works closely with the City to assist homeless persons through the Continuum of Care (CoC). The Riverside County Department of Mental Health also provided information on the coordination of efforts to assist mentally ill homeless persons.

Summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies

Community and Economic Development Department staff work closely with outside agencies in both the public and private sectors. Through working with nonprofit agencies and other public institutions, the City hopes to achieve all the goals set forth in the Consolidated Plan.

The City enjoys a cooperative relationship with surrounding jurisdictions and agencies, as well as nonprofit organizations. The City meets on a regular basis with the Riverside County Department of Public Social Services as part of the Continuum of Care process. The City utilizes a variety of nonprofit organizations to address community needs, such as homelessness, special needs, fair housing and food distribution services. In addition, the City also works with state and federal agencies through several grant programs to facilitate services and programs, which meet housing and safety needs in the community.

As a result of cooperation with surrounding jurisdictions, the City has been able to address a wide variety of community needs including housing rehabilitation, housing programs, public services, and public safety. To facilitate the coordination and cooperation, the City will continue to work with these entities though meetings, correspondence, and joint endeavors.

The City has been and will continue to be supportive of direct applications for funds from housing providers as well as local Community Housing and Development Organizations (CHDO's) and other entities. In addition, the City will continue to support funding applications for local nonprofit service providers.

There are a limited number of businesses to assist with housing development. However, the City hopes to work with resources available through affordable housing financial institutions. These private businesses will be included in the annual plans as applicable. Also, the City will work with businesses that provide loans to high risk small businesses for the purpose of creating and/or retaining low income jobs.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The City participates in the Riverside County Continuum of Care (CoC). The CoC consists of local government agencies as well as non-profit agencies that work together to address homeless issues in the region. Funding is provided to local public and non-profit agencies to provide homeless services and shelter. Monthly and quarterly meetings provide an opportunity for networking and working towards the common goal. Moreno Valley staff are part of the Continuum of Care working group charged with developing and implementing the County's 10 Year Plan to End Homelessness. In addition, the City continues to locally organize the Riverside County Homeless count. Participating in these counts provides staff with a firsthand knowledge of homeless needs through direct interaction with potential recipients of homeless services. Data from the homeless count is utilized to determine homeless service needs and levels in the City.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City staff serves as a representative on the Board of Governance for the Continuum of Care (CoC). The Board provides governance and strategic oversight to the CoC, monitors the established goals of the 10 Year Plan to End Homelessness, and serves as the planning body for the County's submission of the Riverside County Consolidated Application for HUD funds such as ESG. City staff has historically participated in rating grantee applications for ESG funding and have been instrumental in helping making determinations for the allocation of funds. The CoC developed an HMIS working group to develop policies and procedures for the administration of the HMIS in the region. The working group has been instrumental in gaining compliance from HMIS users throughout the region. In 2012, City staff attended the regional HMIS conference hosted by the CoC and Riverside County Department of Social Services.

2. Agencies, groups, organizations and others who participated in the process and consultations

Agency/Group/ Organization	Agency/Group/ Organization Type	What section of the Plan was addressed by Consultation?	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?
PW Enhancement Center	Services-homeless Services-Education Services-Employment Neighborhood Organization	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Economic Development	The organization participated in Community Needs Meetings as well as individual one-on-one meetings with City administration regarding local needs.
RIVERSIDE COUNTY HOUSING AUTHORITY	PHA Other government - County	Housing Need Assessment Public Housing Needs Non-Homeless Special Needs HOPWA Strategy	Throughout the year, the City reviews proposed development sites, the comprehensive plan of the PHA, and any proposed demolition or disposition of public housing developments. In reviewing PHA comprehensive plan the City is able to determine regional housing needs as established by the PHA. It is anticipated this continued

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Agency/Group/ Organization	Agency/Group/ Organization Type	What section of the Plan was addressed by Consultation?	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?
		Anti-poverty Strategy	relationship with the PHA will allow the City to identify needs and gaps in services in order to improve service delivery.
Habitat for Humanity Riverside	Housing	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy	The City had several meetings with the organization to discuss the coordination of local housing programs for low/moderate income and special needs populations (elderly and disabled). The meetings have been helpful in identify potential future programs to be implemented during the Consolidated Plan period.
Fair Housing Council of Riverside County, Inc.,	Service-Fair Housing Neighborhood Organization	Housing Need Assessment	Several meetings were conducted with the Fair Housing Council of Riverside County (FHCRC) to assist the City in the development of the Housing Strategy as well as the Analysis of Impediments to Fair Housing report contained in the Con Plan. The City and FHCRC held meetings with apartment managers and residents on fair housing laws, rights and responsibilities during the Con Plan development process. FHCRC was also instrumental in helping the City to develop a fair housing survey which was posted online for the public to complete.
COACHELLA VALLEY HOUSING COALITION	Housing	Housing Need Assessment Homelessness Strategy	Coachella Valley Housing Coalition participated in the City's community needs meetings and provided valuable feedback on regional housing needs. The City has previously partnered with the

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Agency/Group/ Organization	Agency/Group/ Organization Type	What section of the Plan was addressed by Consultation?	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?
		Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Anti-poverty Strategy	organization to create housing opportunities within the city and is open to discussing future affordable housing opportunities that arise.
FAMILY SERVICE ASSOCIATION OF WESTERN RIVERSIDE COUNTY (FSA)	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness	The City has had a long term relationship with Family Service Association (FSA) and meets with the organization periodically to discuss community needs. FSA staff attended one of the community needs meetings hosted by the City and provided valuable feedback. It is anticipated that the City will continue to collaborate with FSA on meeting the needs of Moreno Valley residents.

Agency/Group/ Organization	Agency/Group/ Organization Type	What section of the Plan was addressed by Consultation?	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?
	Services-Employment Neighborhood Organization	Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Anti-poverty Strategy	
COMMUNITY INVESTMENT CORPORATION	Services - Economic Development Community Development Financial Institution	Economic Development	Staff from Community Investment Corporation participated in the City's community needs meeting.
LIGHTHOUSE TREATMENT CENTERS, INC.	Housing Services-homeless	Housing Need Assessment Homelessness Strategy Homelessness Needs - Veterans Anti-poverty Strategy	City staff met with the organization to discuss their housing program for disabled veterans located in the City of Moreno Valley. Staff from Lighthouse Treatment Center also attend community needs meetings and provided valuable input regarding the needs of veterans in our community. The City will continue to support the activities of the organization in the future.

Table 2 – Agencies, groups, organizations who participated

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Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Riverside County Department of Social Services	The CoC plan and the City's Consolidated Plan are very consistent in their goals for the region and are in agreement that regional coordination is required.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The City coordinated efforts and consulted with several public agencies to prepare the Consolidated Plan. The Riverside County Public Housing Authority provided information regarding public and assisted housing in Moreno Valley; the Riverside County Department of Public Social Services works closely with the City to assist homeless persons through the Continuum of Care Consortium; and the Riverside County Department of Mental Health also coordinates efforts to assist mentally ill homeless persons.

MV00195706

PR-15 Citizen Participation

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Citizen Participation Outreach

Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities	This Community Needs Meeting was held on October 29, 2012 at the Moreno Valley Council Chambers. Eighteen individuals attended the meeting and were representing 13 organizations. Concerned residents also attended.	Attendees provided comments regarding the need for the following:-Affordable Housing-Homeless services-Veterans services-Social service referrals-Gang intervention-Senior and disabled services-Financial literacy for homeowners	All comments were considered in developing the Consolidated Plan.	
Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities	This Community Needs Meeting was held on October 30, 2012 at the Moreno Conference and Recreation Center. Four individuals attended the meeting. Of the attendees three were concerned citizens and one was representing a community organization.	Comments received addressed the following concerns/needs: City's CDBG project selection process. Fair Housing definition. Edgemont neighborhood improvements and water quality improvements to Old Highway 215. Need for more homeless shelters, and motel vouchers.	All comments were considered in developing the Consolidated Plan.	
Public Meeting	Minorities	This public hearing was conducted at the Moreno Valley City Council	No public comments were received.	N/A	

MV00195707

Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
	Non-English Speaking - Specify other language: Spanish Persons with disabilities	meeting on December 11, 2012. The purpose of the meeting was to provide the public an opportunity to comment on the proposed CDBG/HOME objectives and policies for FY 2013/14. The meeting was advertised by a public notice published in the Press Enterprise newspaper on November 25, 2012.			
Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities	This public hearing was conducted at the Moreno Valley City Council meeting on March 26, 2013. The purpose of the meeting was to provide the public an opportunity to comment on the proposed CDBG/HOME funded projects for FY 2013/14. The meeting was advertised by a public notice published in the Press Enterprise newspaper on March 9, 2013.	No comments were received.	N/A	
Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with Disabilities	This public hearing was conducted at the Moreno Valley City Council meeting on April 23, 2013. The purpose of the meeting was to provide the public an opportunity to comment on the proposed Consolidated Plan, FY 2013/14 Action Plan Update, and the Analysis of Impediments to Fair Housing. The meeting was advertised by a public notice published in the Press Enterprise newspaper on March 7, 2013.	No comments were received.	N/A	
Newspaper Ad	Non-targeted/broad	Notice of Community Needs Meeting to be held on October 29, 2012 published	No comments received	N/A	

MV00195708

Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
	community	in Riverside Press Enterprise on October 13, 2012.			
Newspaper Ad	Non-targeted/broad community	Notice of Community Needs Meeting to be held on October 30, 2012. Notice was published in the Riverside Press Enterprise on October 13, 2012.	No comments were received	N/A	
Newspaper Ad	Non-targeted/broad community	Notice of Public Hearing held on December 11, 2012. Notice was published in the Riverside Press Enterprise on November 25, 2012.	No comments were received	N/A	
Newspaper Ad	Non-targeted/broad community	Notice of Public Hearing to be held on March 26, 2013. Notice was published in the Riverside Press Enterprise on March 9, 2013.	No comments were received.	N/A	
Newspaper Ad	Non-targeted/broad community	Notice of Public Hearing to be held on May 9, 2013. Notice was published in the Riverside Press Enterprise on April 8, 2013.	No comments were received.	N/A	
Newspaper Ad	Non-targeted/broad community	This ad was published to announce the 30 day public review period of the Consolidated Plan. The review period was from March 15, 2013 to April 15, 2013. The ad was published in the Riverside Press Enterprise on March 7, 2013.	No comments were received	N/A	

Table 4 – Citizen Participation Outreach

MV00195709

Needs Assessment

NA-05 Overview

Needs Assessment Overview

Housing needs were determined by analyzing housing problems by income level, tenure, and households with special needs. The Consolidated Plan uses the Comprehensive Housing Affordability Strategy (CHAS) data developed by the Census Bureau for HUD. CHAS data is based on the 2005-2009 American Community Survey (ACS) Census and analyzes households with one or more housing problems (those experiencing overcrowding, lacking adequate kitchen or plumbing facilities), and those experiencing cost burden (paying more than 30 percent of household income for housing costs) and extreme cost burden (spending over 50 percent of household income for housing costs). The number and types of households needing assistance includes those in the racial and ethnic groups of African Americans, American Indians, Asians, Alaska Natives and Pacific Islanders. According to the ACS, the population of the City of Moreno Valley was 184,039 and was comprised of 48,702 households with a median household income of $57,720. ACS data indicates that there are a total of 52,985 market rate residential units in the City of Moreno Valley. Of these units 6,100 (or 11.5%) are affordable to renters and 5,970 (or 11%) are affordable to owners with incomes below 100% of the area median income. Therefore, the data indicates that approximately 77.5% of all market rate units in the city are unaffordable to Moreno Valley residents earning less than 100% of the area median income. This also reveals that approximately 41,063 households may need some form of affordable housing assistance or assistance with creating more income opportunities. According to data in the City's Implementation Plan, between 2005 and 1010 the City created a total of 4,518 affordable units. Even when the City created affordable housing units are taken into consideration, a significant affordability gap remains evident. Within the City certain subpopulations appear to have an increased risk of housing problems (particularly cost burden) and risk for homelessness. These groups include: Hispanics, Blacks/African Americans, small related households (renters and owners) and single female head of households. High housing costs reduce economic opportunities, limit access to jobs and services, and restrict the ability of lower-income households, including the elderly and persons with disabilities, to live in the communities and neighborhoods of their choice. The affordability gap results in a concentration of lower-income households and overcrowding.

NA-10 Housing Needs Assessment

Summary of Housing Needs

Demographic Information

- Moreno Valley – with a population of almost 200,000 persons - is the 2nd largest city in Riverside County.
- The Southern California Association of Governments (SCAG) forecasts the City's population to reach about 255,100 people in 2035, an increase by about 61,500 people between 2010 and 2035.
- Between 2000 and 2012, the housing stock grew from about 41,400 to almost 55,800 housing units, an increase of about 14,400 housing units.
- Moreno Valley's housing stock is comprised of 55,800 housing units of which 81% are single-family detached homes.
- Moreno Valley's homeownership rate is almost 65% which is slightly lower than that of Riverside County.
- About 51,600 households live in Moreno Valley, of which 42% have lower incomes, meaning less than 80% of Riverside County's median household income.
- Three groups comprise most of the minority population – Hispanics (54.4%), Blacks (17.2%), and Asians (5.9%)
- About 48,000 people are foreign born, mainly in Latin America (77%) and Asia (18%).
- There are an estimated 43,200 *family* households, which comprise about 84% of all households. About 24,100 family households have children.
- Disabilities affect about 15,500 people. The elderly (65 years +) comprise about 44% of all disabled people.
- The poverty rates by race and ethnicity range from a low of 4.4% (Native Hawaiian and Other Pacific Islander) to a high of 35.8% (Asian). The Black (27.1%) and Hispanic (18.5%) poverty rates also are relatively high. It must be noted that the margin of error for the Asian poverty rate was +/-18%.
- Female heads of households both with and without children under 18 experience the highest poverty income rates. About 2,000 female householders with children live in poverty, or about 36% of all such household types.
- Crowding is a condition that disproportionately impacts Native Hawaiian and Other Pacific Islander households. Hispanic households, however, comprise about 82% of all crowded households.
- The City has about 33,400 owner and 18,200 renter households.

Demographics	2000 Census (Base Year)	2005-2009 ACS (Most Recent Year)	% Change
Population	142,381	184,039	29%
Households	41,431	48,702	18%
Median Income	$47,387.00	$57,720.00	22%

Table 5 - Housing Needs Assessment Demographics

Data Source: 2005-2009 ACS Data
2000 Census (Base Year)
2005-2009 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households *	5,120	5,400	9,245	5,630	
Small Family Households *	2,305	2,425	3,995	15,990	
Large Family Households *	1,075	1,445	3,355	6,510	
Household contains at least one person 62-74 years of age	790	698	935	770	2,815
Household contains at least one person age 75 or older	495	485	804	385	1,305
Households with one or more children 6 years old or younger *	1,810	2,020	3,510	7,205	
* the highest income category for these family types is >80% HAMFI					

Table 6 - Total Households Table
Data Source: 2005-2009 CHAS

Housing Needs Summary Tables for several types of Housing Problems

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**	**0-30% AMI**	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**
Substandard Housing - Lacking complete plumbing or kitchen facilities	20	0	85	0	105	20	0	60	10	90
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	175	170	265	175	785	20	85	170	105	380
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	565	250	580	180	1,575	220	495	500	215	1,430
Housing cost burden greater than 50% of income (and none of the above problems)	1,800	1,410	595	40	3,845	1,590	1,330	2,165	770	5,855
Housing cost burden greater than 30% of income (and none of the above problems)	75	510	1,460	610	2,655	75	510	1,590	1,540	3,715
Zero/negative Income (and none of the above problems)	110	0	0	0	110	170	0	0	0	170

Table 7 – Housing Problems Table
Data Source: 2005-2009 CHAS

MV00195713

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**	**0-30% AMI**	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**
Having 1 or more of four housing problems	2,565	1,830	1,520	395	6,310	1,840	1,915	2,890	1,105	7,750
Having none of four housing problems	280	695	1,955	1,230	4,160	150	965	2,870	2,895	6,880
Household has negative income, but none of the other housing problems	110	0	0	0	110	170	0	0	0	170

Table 8 – Housing Problems 2
Data Source: 2005-2009 CHAS

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	**>30-50% AMI**	**>50-80% AMI**	**Total**	**0-30% AMI**	**>30-50% AMI**	**>50-80% AMI**	**Total**
Small Related	1,300	1,280	1,100	3,680	800	960	2,025	3,785
Large Related	500	500	855	1,855	419	870	1,570	2,859
Elderly	355	85	174	614	380	450	335	1,165
Other	355	460	565	1,380	295	135	280	710
Total need by income	2,510	2,325	2,694	7,529	1,894	2,415	4,210	8,519

Table 9 – Cost Burden > 30%
Data Source: 2005-2009 CHAS

MV00195714

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	**>30-50% AMI**	**>50-80% AMI**	**Total**	**0-30% AMI**	**>30-50% AMI**	**>50-80% AMI**	**Total**
Small Related	1,275	855	320	2,450	755	725	1,230	2,710
Large Related	490	340	215	1,045	415	560	920	1,895
Elderly	315	20	4	339	345	250	105	700
Other	340	390	140	870	295	120	135	550
Total need by income	2,420	1,605	679	4,704	1,810	1,655	2,390	5,855

Table 10 – Cost Burden > 50%
Data Source: 2005-2009 CHAS

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**	**0-30% AMI**	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**
Single family households	660	320	605	190	1,775	180	395	400	215	1,190
Multiple, unrelated family households	60	75	215	165	515	60	185	275	115	635
Other, non-family households	20	25	25	0	70	0	0	0	0	0
Total need by income	740	420	845	355	2,360	240	580	675	330	1,825

Table 11 – Crowding Information
Data Source: 2005-2009 CHAS

MV00195715

What are the most common housing problems?

Cost Burden

HUD defines a cost burden as "the extent to which gross housing costs, including utility costs, exceed 30 percent of gross income, based on data available from the U.S. Census Bureau" and a severe cost burden as "the extent to which gross housing costs, including utility costs, exceed 50 percent of gross income, based on data available from the U.S. Census Bureau". HUD has found a correlation between cost burden and risks for homelessness. The higher the cost burden, the higher the risk.

Although obviously related, housing cost burden is a distinctly different measure than the affordability indexes that are based on the typical housing cost and the median income. The Housing Affordability Index and related affordability indexes measure affordability based on the ratio of median income to median housing cost. The indexes reflect the affordability of the average unit for the average household consumer. Even though the average unit might be affordable to the average household, this does not mean that individual households might not face significant problems with housing affordability. The housing cost burden measure provides the actual "affordability outcome" of the housing choices made by individual households.

Data tables in this section indicate that nearly 30% of all renter households (under 100% ami) experience a 30% (or greater) cost burden while over 33% of owner households below 100% ami experience the same. Nearly 19% of renters 23% of owners experience a 50% cost burden. Renter households at the 0% to 30% ami category experience the highest 50% (or greater) cost burden while renters in the 50% - 80% ami category experience the highest 30% (or greater) cost burden. For owner households, those in the 50% - 80% ami category experience both the highest 30% and 50% cost burden.

Overcrowding

Overcrowding is a measurement of the adequacy of housing units to accommodate residents. Overcrowding is determined by a standard based on the number of persons per room within a unit. The standard is established at 1 person per room or less. Housing units are considered slightly overcrowded when the occupancy per room is 1.01 to 1.50 persons per room. Units are considered severely overcrowded when occupancy per room is 1.51 persons or more.

Based on CHAS data, there were a total of 2,360 renter households (under 100% a.m.i) who were classified as living in overcrowded conditions, or 9% of all renter households in Moreno Valley. Among owner households 1,825 were classified as living in overcrowded conditions or 7% of all households in the city. When renters and owners are combined, the total number of households (under 100% a.m.i.) living in overcrowded conditions totaled 16% of all households. Single families households are most impacted by the problem of overcrowding.

Are any populations/household types more affected than others by these problems?

Households classified as "small related" are most impacted by housing problems. Specifically 0% - 30% ami renters are most at risk for cost burden at both the 30% and 50% cost burden level, while owners in the 50% - 80% ami are most at risk of having both a 30% and 50% cost burden.

Hispanics have the highest disproportionate need in regards to housing problems amongst all races/ethnicities. This need is consistent across all Hispanic income brackets. Black/African Americans show disproportionate need in regards to both severe and regular housing problems at the 0% - 30% and 80% - 100% ami categories. In the 80% - 100% ami category Whites have a disproportionate need in relation to severe housing problems.

Crowding is a condition that disproportionately impacts Native Hawaiian and Other Pacific Islander households. Hispanic households, however, comprise about 82% of all crowded households.

See also "Disproportionate Need" section.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

Persons at risk of homelessness generally live in poverty, have few familial or community supports, and may have increasing drug and alcohol dependencies. Among those at risk of homelessness, the following groups will be addressed: cost burdened households, families living in poverty, victims of domestic violence, persons diagnosed with HIV/AIDS, and persons with disabilities.

Poverty Status

Although there are different types of poverty, the most common meaning refers to "income poverty," or the lack of sufficient income to meet minimum consumption needs. Poverty then refers to persons who are income poor and, perhaps, have no income at all. According to the U.S. Census Bureau, the poverty thresholds are dollar amounts used to determine poverty status.

In 2010 a mother with two children would be considered poor if her annual income was less than $17,568. A husband-wife family with two children would be classified as poor if their annual income was less than $22,113.

About one in five householders have poverty incomes. Poverty rates by race and ethnicity range from a low of 4.4% (Native Hawaiian or Other Pacific Islander) to a high of 35.8% (Asian). The Black population also has a high poverty rate (27.1%). Although poverty rates differ, any household with such low incomes – regardless of race or ethnicity – would be unable to afford market rate housing. Their freedom to attain their housing of choice is severely restricted. (The margin of error for the Asian poverty rate was +/- 18%.)

Female householders with children often confront bias in the rental housing market. Their access to decent housing also is made more difficult by poverty. Female households have significantly higher poverty rates than other household types. Female heads of households both with and without children under 18 experience the highest poverty income rates. About 2,000 female householders with children live in poverty, or about 36% of all such household types.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

The Riverside County Continuum of Care utilizes data captured through the Homeless Information Management System (HMIS). This system is required for regions that receive HUD funds, which defines homelessness as meeting one of the following conditions: Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance; is living in the home of another because of economic hardship; has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days of the date of application for assistance; Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals; lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons, or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau; is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

The characteristics most commonly linked with housing instability and an increased risk of homelessness include high cost burden, lack of jobs and high unemployment rate, personal circumstances, and a tight rental market (due, in part, to the foreclosure rate forcing former owner households into rental housing, and shrinking public subsidies).

NA-15 Disproportionately Greater Need: Housing Problems

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

Disproportionately greater need exists when the percentage of persons in a category of need who are members of a particular racial or ethnic group in a category of need is at least 10% greater than the percentage of persons in the category as a whole.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,555	280	280
White	690	80	140
Black / African American	1,215	15	75
Asian	305	25	25
American Indian, Alaska Native	4	0	0
Pacific Islander	0	0	0
Hispanic	2,240	155	30

Table 12 - Disproportionally Greater Need 0 - 30% AMI
Data Source: 2005-2009 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,765	635	0
White	795	210	0
Black / African American	1,040	85	0
Asian	215	50	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Hispanic	2,670	285	0

Table 13 - Disproportionally Greater Need 30 - 50% AMI
Data Source: 2005-2009 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	7,465	1,775	0
White	1,380	480	0
Black / African American	1,500	130	0
Asian	255	110	0
American Indian, Alaska Native	30	0	0
Pacific Islander	30	0	0
Hispanic	4,165	1,015	0

Table 14 - Disproportionally Greater Need 50 - 80% AMI
Data Source: 2005-2009 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,645	1,980	0
White	770	530	0
Black / African American	710	405	0

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Asian	210	170	0
American Indian, Alaska Native	10	0	0
Pacific Islander	0	0	0
Hispanic	1,870	820	0

Table 15 - Disproportionally Greater Need 80 - 100% AMI
Data Source: 2005-2009 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

Discussion

Hispanic households have a disproportionately greater need as it relates to standard and severe housing problems in all four income categories. This disparity is also found when discussing "severe housing problems" as Black/African American and Hispanic Households are also overrepresented in this category.

In regards to housing cost burden for income brackets at either: 1) below 30%, 2) 30% - 50%, or 3) higher than 50% burden, Black/African American, and Hispanics had a disproportionately greater need for affordable housing as compared to Asian, American Indian/Alaska Natives, or Pacific Islanders. In the 50% - 80% ami bracket Whites showed some disproportionate need.

Poverty and Disproportionate Need

The amount of income available to a household appears to have a correlation to cost burden and housing problems. The 2010 American Community Survey 1 – Year Estimates revealed that as a group, Black/African Americans had the lowest median income ($31,929) with a 27.1% of the group living below the poverty line. According to the same data source, the average median household income of Hispanics was $44,939 with 18.5% of the group living below the poverty line. Peculiarly, although Asians had the highest poverty rate (35.8%) of all races/ethnicities citywide, the group does not have a disproportionately greater need in any area.

NA-20 Disproportionately Greater Need: Severe Housing Problems

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

This section analyses housing problems by income level, tenure, and households with special needs and uses data from the Comprehensive Housing Affordability Strategy (CHAS) developed by the Census Bureau for HUD. CHAS data is based on the 2005-2009 American Community Survey (ACS) Census and analyzes households with one or more housing problems as defined below:

Housing Problems: 1) lacking complete kitchen facilities; 2) lacking complete plumbing facilities; 3) more than one person per room, and 4) Cost burden greater than 30%.

Severe Housing Problems: 1) lacking complete kitchen facilities; 2) lacking complete plumbing facilities; 3) more than 1.5 persons per room, and 4) Cost burden greater than 50%.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,405	430	280
White	655	120	140
Black / African American	1,175	50	75
Asian	300	30	25
American Indian, Alaska Native	4	0	0
Pacific Islander	0	0	0
Hispanic	2,175	225	30

Table 16 – Severe Housing Problems 0 - 30% AMI
Data Source: 2005-2009 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,745	1,665	0
White	555	445	0
Black / African American	870	255	0
Asian	150	120	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	2,140	815	0

Table 17 – Severe Housing Problems 30 - 50% AMI
Data Source: 2005-2009 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,415	4,825	0
White	500	1,365	0
Black / African American	805	825	0
Asian	195	165	0
American Indian, Alaska Native	15	15	0
Pacific Islander	15	15	0
Hispanic	2,815	2,360	0

Table 18 – Severe Housing Problems 50 - 80% AMI
Data Source: 2005-2009 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,495	4,125	0
White	270	1,030	0
Black / African American	425	690	0
Asian	130	245	0
American Indian, Alaska Native	0	10	0
Pacific Islander	0	0	0
Hispanic	670	2,020	0

Table 19 – Severe Housing Problems 80 - 100% AMI
Data Source: 2005-2009 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

Discussion

CHAS data reveals that in the City of Moreno Valley, of all households (under 100% of the area median income), nearly 25% of all renter households and nearly 31% of owner households have at least one of the four identified housing problems listed above. Of renter households the income category most impacted by housing problems are those at the 0% - 30% a.m.i income, while within owner households, those at the >50 – 80% a.m.i. level are most effected by housing problems. This suggest a need for additional outreach and resources to 0-30% a.m.i renters and >50 -80% a.m.i. owners.

NA-25 Disproportionately Greater Need: Housing Cost Burdens

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

HUD defines a cost burden as "the extent to which gross housing costs, including utility costs, exceed 30 percent of gross income, based on data available from the U.S. Census Bureau" and a severe cost burden as "the extent to which gross housing costs, including utility costs, exceed 50 percent of gross income, based on data available from the U.S. Census Bureau". HUD has found a correlation between cost burden and risks for homelessness. The higher the cost burden, the higher the risk.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	21,920	14,030	12,375	375
White	8,725	3,590	2,060	165
Black / African American	3,000	3,115	3,070	95
Asian	1,535	695	775	25
American Indian, Alaska Native	60	25	20	0
Pacific Islander	115	65	0	0
Hispanic	8,000	6,235	6,270	65

Table 20 – Greater Need: Housing Cost Burdens AMI

Data Source: 2005-2009 CHAS

Discussion

Although obviously related, housing cost burden is a distinctly different measure than the affordability indexes that are based on the typical housing cost and the median income. The Housing Affordability Index and related affordability indexes measure affordability based on the ratio of median income to median housing cost. The indexes reflect the affordability of the average unit for the average household consumer. Even though the average unit might be affordable to the average household, this does not mean that individual households might not face significant problems with housing affordability. The housing cost burden measure provides the actual "affordability outcome" of the housing choices made by individual households.

In the Moreno Valley population as a whole, nearly 30% of renters and nearly 34% of owner households experience a 30% cost burden. When taking into account family composition, 14.5% of renters and nearly 15% of owners in "small related" households were 30% cost burden (higher than any other family composition type in the 30% burden category). In the population as a whole. Nearly 30% of renter households and nearly 34% of owner households were experiencing a 50% cost burden. Again, the family composition type impacted most in this category are those classified as "small related", regardless of renter and owner status.

NA-30 Disproportionately Greater Need: Discussion

Income categories in which a racial or ethnic group has disproportionately greater need.

Hispanic households have a disproportionately greater need as it relates to standard and severe housing problems in all four income categories. This disparity is also found when discussing "severe housing problems" as Black/African American and Hispanic Households are also overrepresented in this category.

Disproportionately greater need exists when the percentage of persons in a category of need who are members of a particular racial or ethnic group in a category of need is at least 10% greater than the percentage of persons in the category as a whole.

In regards to housing cost burden for income brackets at either: 1) below 30%, 2) 30% - 50%, or 3) higher than 50% burden, Black/African American, and Hispanics had a disproportionately greater need for affordable housing as compared to Asian, American Indian/Alaska Natives, or Pacific Islanders. In the 50% - 80% ami bracket Whites showed some disproportionate need.

Poverty and Disproportionate Need

The amount of income available to a household appears to have a correlation to cost burden and housing problems. The 2010 American Community Survey 1 – Year Estimates revealed that as a group, Black/African Americans had the lowest median income ($31,929) with a 27.1% of the group living below the poverty line. According to the same data source, the average median household income of Hispanics was $44,939 with 18.5% of the group living below the poverty line. Peculiarly, although Asians had the highest poverty rate (35.8%) of all races/ethnicities citywide, the group does not have a disproportionately greater need in any area.

Needs not previously identified

N/A

NA-35 Public Housing

Introduction

The Housing Authority of the County of Riverside (HACR) owns and operates 469 public housing units within Riverside County. The physical condition of the public housing units varies however the HACR has plans to modernize selected units within the stock of public housing units. Examples of such modernization projects include the replacement of evaporative coolers with centralized air conditioning, kitchen cabinet upgrades, and door replacements.

There are currently 63,436 persons on the waiting list for public housing, and 44,216 persons on the waiting list for Section 8 tenant-based assistance. Based on the large numbers of families waiting for assistance, the HACR goal is to:

• Apply for additional rental vouchers by annually competing for the U.S. Department of Housing and Urban Development (HUD) affordable housing funding available to Public Housing Authorities.

• Reduce public housing vacancies.

• Leverage private or other public funds to create additional housing opportunities.

To this end, the HACR has successful collaborations with the City of Riverside as the project sponsor for the Housing Opportunities for Persons with AIDS (HOPWA) Program and a new Tenant Based Rental Assistance Program for the Homeless.

Section 8 and Public Housing Programs

The Housing Authority of the County of Riverside administers and manages several programs to address the housing needs of residents county-wide. The annual estimated operating budget of $84 million is allocated to fund Housing Authority projects and programs. The Public Housing Program provides decent, safe, and sanitary housing to low and moderate-income families, seniors, and persons with disabilities. These multi-family developments were constructed or purchased with funding provided by HUD. The property units are operated and maintained by the Housing Authority with funding subsidies from HUD. The Rental Assistance Programs are tenant based utilizing Section 8 (Voucher) Rental Assistance Payments. The Section 8 (Voucher) program assists lower income households with rental assistance to provide an opportunity to live in affordable, decent, safe, and sanitary housing.

Totals in Use

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	79	456	8,748	36	8,364	135	178	19
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 21 - Public Housing by Program Type

Data Source: PIC (PIH Information Center)

Characteristics of Residents

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Average Annual Income	0	12,664	13,261	13,870	10,805	13,850	13,465	14,983	13,154
Average length of stay	0	6	4	6	2	6	0	5	7
Average Household size	0	1	3	2	1	2	1	3	1
# Homeless at admission	0	2	331	205	1	197	2	5	0
# of Elderly Program Participants (>62)	0	67	38	3,249	9	3,211	15	10	1
# of Disabled Families	0	12	70	2,587	26	2,422	82	33	18
# of Families requesting accessibility features	0	79	456	8,748	36	8,364	135	178	19
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 22 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

MV00195728

Race of Residents

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	66	318	5,469	26	5,195	79	144	15
Black/African American	0	10	126	2,967	8	2,867	55	29	3
Asian	0	1	9	209	2	203	0	2	1
American Indian/Alaska Native	0	0	2	80	0	76	1	3	0
Pacific Islander	0	2	1	23	0	23	0	0	0
Other	0	0	0	0	0	0	0	0	0
***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**									

Table 23 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	29	250	2,318	7	2,220	13	74	1
Not Hispanic	0	50	206	6,430	29	6,144	122	104	18
***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**									

Table 24 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

MV00195729

Section 504 Needs Assessment

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

There are currently 63,436 persons on the waiting list for public housing, and 44,216 persons on the waiting list for Section 8 tenant-based assistance.

The widespread poverty found among residents of assisted housing and/or voucher holders suggests a need for both traditional safety net programs to help residents/clients avoid hunger and meet basic health care needs as well as innovative initiatives to help them build assets, increase earnings, and make progress toward economic security. Income increases allow families to move up and out of assisted housing; spaces then become available to assist other needy families. Boosting residents'/clients' earnings can also be an effective way to widen the mix of incomes in public housing developments and increase the proportion of residents who are employed, which in turn may enhance community stability and expand the number of working role models for youth and other residents.

NA-40 Homeless Needs Assessment

Introduction

The City of Moreno Valley is a very active member of the Riverside Continuum of Care (CoC). The Riverside County Department of Public Social Services (DPSS) serves as the lead agency for the CoC. DPSS conducts a homeless census and survey biannually as part of the Continuum of Care planning process. The City of Moreno Valley has completed in all homeless census conducted by the County. The census consists of a one day "point-in-time count" (PIT) of homeless persons countywide during the last week of January. To gather more comprehensive data, DPSS also administers a survey during the 90 days following the census which provides information on household income, disability status, and serves to identify significant subpopulations. The results of the census and survey are published in a detailed report and made available to the public.

The most recent census/survey was conducted in 2011 and a detailed report, ***The 2011 Riverside County Homeless Survey***, can be obtained on the Continuum of Care's website at www.riversidehomeless.org.

DPSS also strives to address the needs of "at-risk" individuals and families who are imminent risk of homelessness due to income level and housing costs. The Continuum of Care defines "at-risk" households as households whose incomes fall at or below 50% of the area median income as defined by HUD and spend 30% or more of their income on basic housing costs such as rent/mortgage and utilities. This operational definition is found in the ***Riverside County 10 Year Strategy to End Homelessness*** which was also published in 2011 and serves as the strategic plan for the Continuum of Care.

The 2011 PIT homeless count found a total of 6,203 homeless (sheltered and unsheltered) individuals throughout the County. In 2011 there were a total of 237 homeless individuals counted in the City of Moreno Valley. This number is significantly higher than the 2009 count which showed 28 homeless individuals. The 2009 and 2011 counts were conducted utilizing a significantly different count methodology however, and the 2011 Count is not widely accepted as valid. In January 2013 the City participated in another PIT and preliminary data shows that just over 40 homeless individuals were counted.

The Department of Public Social Services has established chronically homeless persons as the highest need priority. The Riverside County *10 Year Strategy to End Homelessness* has called for the development of 500 units of permanent supportive housing dedicated to chronically homeless persons over the next five years. To facilitate this goal, all new projects seeking Continuum of Care funding must be permanent supportive housing projects.

Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	518	31	549	1,165	0	0
Persons in Households with Only Children	0	0	0	0	0	0
Persons in Households with Only Adults	612	2,731	3,343	3,343	0	0
Chronically Homeless Individuals	70	2,445	2,515	2,515	0	0
Chronically Homeless Families	3	2	5	5	0	0
Veterans	76	90	166	166	0	0
Unaccompanied Child	16	109	125	125	0	0
Persons with HIV	28	152	180	180	0	0

Table 25 - Homeless Needs Assessment
Data Source Comments:

Population includes Rural Homeless: none

MV00195732

Jurisdiction's Rural Homeless Population

Nature and Extent of Homelessness by Racial and Ethnic Group

The two largest racial/ethnic groups among 2011 survey respondents were White/Caucasian (45%) and Hispanic/Latino (27%).

19% of survey respondents identified as Black/African American, which was the third largest racial/ethnic group.

Compared to the County of Riverside's general population, there were greater percentages of Whites/Caucasians and Blacks/African Americans in the 2011 homeless survey population, and a lower percentage of Hispanics/Latinos.

Nature and Extent of Unsheltered and Sheltered Homelessness, including Rural Homelessness

The homeless count had two components: a point-in-time enumeration of unsheltered homeless individuals and families (those sleeping outdoors, on the streets, in parks, vehicles, etc.) and a point-in-time enumeration of homeless individuals and families who have temporary shelter (those staying in emergency shelters and transitional housing, and those using motel vouchers).

- Of the homeless persons counted, the majority (82%) were unsheltered (5,090 individuals). This included individuals counted on the streets, as well as the number of people estimated to be living in cars, vans, RVs, abandoned buildings, and encampments
- 18% of the homeless persons enumerated were sheltered (1,113). This included individuals who were residing in emergency shelters and transitional housing facilities.
- Of the sheltered population, 50% were living in emergency shelters and 50% were living in transitional housing facilities.
- Single individuals (2,603) made up 42% of the point-in-time homeless population, while persons in families (549) made up 9% and persons of unknown family status (3,051) made up 49%.
- Persons in families made up less than 1% of the unsheltered homeless population (31), and 47% of the sheltered population (518).
- A total of 169 family units were identified during the homeless count (10 families unsheltered, 53 families sheltered in emergency shelters, and 106 families sheltered in transitional housing facilities).

NA-45 Non-Homeless Special Needs Assessment

Introduction

Special needs populations include persons with disabilities, persons with HIV/AIDS, individuals fleeing from domestic violence, individuals with who suffer from alcohol and drug addiction, and female-headed households (single female households). These groups have special needs for services and housing. In addition, many often have lower incomes as a result of their condition.

Characteristics of Special Needs Populations

Disabled

About 15,500 residents have one or more disabilities, according to data from the 2010 Census and 2010 American Community Survey. The elderly experience the highest disability prevalence rate – that is, about 44% of all persons 65 years of age and older have one or more disability.

Elderly Households

Elderly persons make up a relatively small percentage (8.5%) of the City's population. The 2006 American Community Survey indicates that the Moreno Valley population of persons 60 years of age and over is 15,265. The number of elderly residents within Moreno Valley is increasing, and is expected to continue doing so as the community matures.

Persons with substance abuse problems

The Riverside County Department of Mental Health indicated that there were 17,623 individuals in its substance abuse outpatient programs in fiscal year 2007 to 2008. Of that number, 922 youth under age 18 participated in these substance abuse programs.

Persons diagnosed with HIV/AIDS and related diseases

Housing Opportunities for People with AIDS (HOPWA) funds, currently allocated to the two counties of San Bernardino and Riverside, are being used to provide housing assistance to person with HIV/AIDS, home care, clinic-based primary care, shelter, case management, and housing placement.

Domestic Violence

In September 2010, 92 percent of identified local domestic violence programs in California participated in the 2010 National Census of Domestic Violence Services. Since domestic violence often goes unreported, accurate analysis of housing needs is difficult to estimate.

Single Female Head of Household

In Moreno Valley about 4,300 female householders live alone or with nonrelatives, which represent about 30% (4,310/14,300) of all female householders. Single female heads of household access to decent housing also is made more difficult by poverty. Female heads of households both with and without children under 18 experience the highest poverty income rates. About 2,000 female householders with children live in poverty, or about 36% of all such household types

Housing and Supportive Service Needs and Determination

Housing and supportive services needs for special needs populations have been determined by analyzing available data sources.

Disabled

The major housing and service needs identified for households with disabled members are generally related to affordability and access. The needs identified include development of affordable handicapped accessible rental units and rehabilitation of housing units to make them handicapped accessible.

Elderly

The most significant factors related to the needs of the elderly include an environment that offers a combination of housing, retail and medical facilities in proximity.

Persons with substance abuse problems

While several local organizations do assist persons in this category with housing, the need for additional facilities for rehabilitation and housing are needed to serve area residents with alcohol or other addictions.

Persons diagnosed with HIV/AIDS and related diseases

For persons living with HIV/AIDS, access to safe, affordable housing is nearly as important to their general health and well-being as access to quality health care. For many persons with HIV/AIDS, the persistent shortage of stable housing can be the primary barrier to consistent medical care and treatment. Persons with HIV/AIDS also require a broad range of services, including counseling, medical care, in-home care, transportation, food, in addition to stable housing. Today, persons with HIV/AIDS live longer and require longer provision of services and housing.

Domestic Violence

A primary need for victims of domestic violence is emergency shelter in a safe and confidential location. Affordable housing options are important to provide victims with options for housing once they leave the shelter, to avoid having them return to an unsafe home.

Single Female Head of Household

Without access to affordable housing, many of these households may be at risk of becoming homeless. Affordable housing with childcare centers or in close proximity to schools, public transportation, and recreation facilities can address critical needs of lower-income single-parent families

Public Size and Characteristics of Population with HIV / AIDS

From 1997 to 2007, 2,394 AIDS cases were reported in Riverside County. Ninety-one percent of all newly reported cases are male. Eastern Riverside County continues to have the highest rates of both HIV and AIDS case reporting in the County. HIV incidence rates for eastern Riverside County were 3 times greater than rates for other regions in the County.

Discussion

HOUSING FOR SPECIAL NEEDS POPULATIONS

Housing to Serve People With Disabilities

Ability First (formerly Crippled Children) provides persons with disabilities living environments adapted to meet their needs. The Moreno Valley Apartments are one such example. Ability First has provided a suitable living environment by reserving 25 units solely for use by disabled persons and their families.

Housing to Serve Persons with HIV/AIDS

The Inland AIDS Project has a six-bed residential care facility for the chronically Ill. The home is located in the city of Hesperia, approximately 50 miles from Moreno Valley. This California State Licensed facility is staffed by a team of Licensed nurses, home health attendants and social workers who provide an array of services for persons living with AIDS including but not limited to meal preparation, hospice/end stage care, case management, counseling & transportation. Admission to this facility is arranged through the client's case manager. In addition, the Inland AIDS Project has two licensed residential substance abuse treatment facilities located in the cities of Ontario and Riverside; and low rent housing units located in San Bernardino, Ontario, and Riverside.

HOPWA funds currently allocated to San Bernardino and Riverside counties are being used to provide housing assistance to person with HIV/AIDS, home care, clinic-based primary care, shelter, case management, and housing placement. The City of Riverside administers the HOPWA program for both counties.

Housing to Serve the Elderly

Senior Cooperative Services: Affordable housing with supportive services are needed to allow senior citizens options for independent living situations. The City assisted Cooperative Services Inc. (a non-profit organization) with development of a 70-unit housing project for low-income senior citizens.

Assisted Living Center: The City facilitated issuance of Housing Revenue Bonds for the construction of an Assisted Living Center by assist California Drug Consultants.

Telacu Senior Housing: Provides affordable independent living housing opportunities for senior citizens. The project was constructed in previous years using RDA funding.

NA-50 Non-Housing Community Development Needs

HUD Community Planning and Development funds (CDBG, HOME, and ESG) can be used for a variety of supportive services and community development activities. These include: economic development; public and infrastructure improvements; community facilities; and community services.

Moreno Valley has a wide range of community development issues, particularly in older neighborhoods where the housing stock, public improvements and community facilities are deteriorating, and businesses are declining.

Many of the programs and strategies for Community and Economic Development are centered in the CDBG Target Areas. Infrastructure improvements are needed in the Target Areas which include some of the oldest areas in the City. To improve public safety and facilitate pedestrian traffic, the City plans to continue the development of public facilities within the CDBG Target Areas utilizing a combination of CDBG and city General Funds.

Public Facilities Need Determination

Public facility needs were determined utilizing the City's Capital Improvement Plan which identifies needed public facilities and improvements throughout the city.

Public Improvements

The Americans with Disabilities Act (ADA) of 1990 is federal civil rights legislation that makes it illegal to discriminate against persons with disabilities. Title II of the ADA requires elimination of discrimination in all public services and the elimination of architectural barriers in all publicly owned improvements and facilities. It is important that public improvements are ADA compliant to facilitate participation among disabled residents in the community planning and decision making processes.

Public improvements are needed in the Target Areas which include some of the oldest areas in the City. To improve public safety and facilitate pedestrian traffic, the City plans to complete several street and sidewalk improvements with a combination of CDBG and other available funding.

Public Services

CDBG funds are a primary funding source for community services for low-income persons and persons with special needs. Up to 15% of CDBG funds may be allocated to public service activities. Included in the Community and Economic Development Strategy are public services that assist low income residents (in addition to those identified in the other strategies such as homelessness, special needs, fair housing, etc.). Public services such as education, food distribution and youth services all provide much needed services in the community.

The City will continue to provide grant funding to various public service providers to assist low income individuals and households, special needs population, and the homeless population with

access to critical services. These programs provide City residents opportunities to utilize programs at little or no cost, thereby reducing financial burden. See also Special Needs section.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

Moreno Valley's existing housing stock (January 2012) is comprised of about 55,784 housing units. The basic distribution of housing types is essentially unchanged from 12 years ago – the clear majority (80+ %) of the housing stock consists of single family detached homes. Multi-family housing (5+units) increased from 8.5% to 12.2% of the housing stock. While not large in percentage terms, mobile homes continue to be an important resource as they account for almost 1,400 housing units.

In 2000, the City had a somewhat higher ownership rate than Riverside County. In 2010, however, the reverse was the case, which may be caused by the number of foreclosed homes that became renter-occupied by the time of the decennial Census.

During the last decade the City's home ownership rate decreased by 6.4%. The increase in the vacancy rate and decrease in the ownership rate may indicate that there are unoccupied and rented single family homes that could become owner occupied over time.

Moreno Valley's median household income in 2010 was $48,907 compared to $47,387 in 2000, an increase of 3.2%. Between 2000 and 2010, the number of households with annual incomes of less than $50,000 increased by about 5,500. The percentage of households with incomes of less than $50,000 was about the same in 2000 (52.9%) and 2010 (50.8%). These data reveal the lack of substantial income gains between 2000 and 2010, which could be the result of underemployment – that is, households adjusting from full- to part-work or working in jobs with wages lower than their previous jobs.

The percentage of households with incomes between $50,000 and $99,999 decreased from 37.2% to 33.9%. On the other hand, households with incomes of $100,000 or more increased from 9.9% to 15.3%

Housing prices in Moreno Valley, though affordable for the region, are out of reach for the earnings of the average worker in Moreno Valley. An additional market force that keeps housing from being affordable is the supply of housing that households can afford to rent or purchase.

The supply of affordable housing is a crucial component of affordability. Even if housing is not earmarked as affordable, a large supply of housing will drive housing prices down and result in affordable housing as vacancies increase and prices decline. However, once vacancies decrease, prices increase again and only housing developments with affordability covenants remain affordable despite the changes in housing supply.

MA-10 Number of Housing Units

All residential properties by number of units

INTRODUCTION

Moreno Valley's existing housing stock (January 2012) is comprised of 55,784 housing units. The basic distribution of housing types is essentially unchanged from 12 years ago – the clear majority (80+ %) of the housing stock consists of single family detached homes. Multi-family housing (5+units) increased from 8.5% to 12.2% of the housing stock. While not large in percentage terms, mobile homes continue to be an important resource as they account for almost 1,400 housing units.

Property Type	Number	%
1-unit detached structure	42,843	81%
1-unit, attached structure	976	2%
2-4 units	1,512	3%
5-19 units	3,816	7%
20 or more units	2,197	4%
Mobile Home, boat, RV, van, etc.	1,641	3%
Total	***52,985***	***100%***

Table 28 – Residential Properties by Unit Number

Data Source: 2005-2009 ACS Data

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	108	0%	707	5%
1 bedroom	288	1%	2,000	14%
2 bedrooms	2,796	8%	4,465	31%
3 or more bedrooms	30,875	91%	7,463	51%
Total	***34,067***	***100%***	***14,635***	***101%***

Table 29 – Unit Size by Tenure

Data Source: 2005-2009 ACS Data

Describe the Number and Targeting of Units assisted with federal state and local programs

Since 1988 the City of Moreno Valley has created 1381 affordable housing units of which 1117 have affordability covenants recorded on them to ensure they remain affordable to low and moderate income households. In addition, the City has three proposed affordable housing projects consisting of 383 units, of which 379 will have affordability covenants. The table below

provides a break down the number of units available (or projected) by household income category. Unit sizes available include studios and 1-4 bedrooms. These units were created utilizing either (or a combination) of prior Redevelopment Agency funds and HUD HOME Investment Partnership Program funds.

City of Moreno Valley

Rental Units with Affordability Covenants

Income Category	# of Completed Units	# of Projected Units
<30% ami	73	8
30% - 50% ami	533	44
50% - 60% ami	339.5	26
60% - 80%	7.5	0
80% - 120% ami	80.5	0
Totals	**1033.5**	**78**

Units Expected to be lost from Inventory

The majority of all affordable housing units within the City of Moreno Valley have 50 year affordability covenants placed on their operations. Therefore, within the period of this Consolidated Plan, no units are expected to be lost.

Does the availability of housing units meet the needs of the population?

The Regional Housing Needs Assessment (RHNA) is supposed to project future population and household growth for the planning period from 2008-2014. For the City of Moreno Valley, the RHNA forecasts a total housing need 7,474 units that must be accommodated through available sites with appropriate zoning, for the planning period from 2008-2014. The RHNA classifies the total housing need into income categories (see the table below). The City of Moreno Valley's 2008-2014 Housing Element states:

"In order to meet the projected housing need for all income categories, 1,246 units would need to be added to the housing stock on an annual basis. A look at Moreno Valley building activity between 2004 and 2007 (see table 8-10) indicates that building activity in the city has significantly declined. In 2004, a total of 3,655 units were permitted, in 2005 the number of units permitted declined by 43% to 2,061. Subsequently, in 2006 permit activity for multi-family units increased and 2,111 units were permitted for an increase 2% from 2005. However, in 2007 total units permitted totaled 755, a decrease of 79% from the city's high in 2004 and 64% decrease from 2006. In the current climate of diminished housing activity, it is unlikely that 1,200 units will be produced annually to meet the RHNA. However, despite the significant reduction in permit activity, the City is funding the construction of several projects that will provide dedicated

affordable housing to low and very low income households. Table 8-19 provides a listing of currently pending affordable projects and affordable projects that were built or approved between January of 2006 and July 2008. In addition, the market has been providing multi-family housing on small underutilized sites in the Target Area, with the construction and/or approval of 189 units.

Moreno Valley Regional Housing Needs Allocation 2008-2014		
Income Category	**Units**	**Percent**
Very Low-Income	1,806	24.2%
Low-Income	1,239	16.6%
Moderate-Income	1,362	18.2%
Above Moderate-Income	3,068	41.0%
Total Construction Need	**7,474**	**100%**

Need for Specific Types of Housing

Special Needs housing designated for persons with HIV/AIDS is needed since individuals with HIV/AIDS are more likely to become homeless due to health care costs, deteriorated health, frequent medical treatments, hospitalization, and potential discrimination. Persons with HIV/AIDS require a broad range of services, including counseling, medical care, in-home care, transportation, and food. The preservation of the current housing and bed inventory and the ability to expand the inventory over the next several years remains critical. Affordable housing for low-income and extremely low-income households is needed because market rents in the jurisdictions covered by the Consolidated Plan often translate into housing costs burden for low-income families. Special Needs handicapped accessible housing assistance continues to be needed, especially for the frail elderly and physically disabled population. With the abolishment of California Redevelopment and the subsequent loss of revenue for new housing projects, continued access to HUD CDBG and HOME funding will be important. Likewise, affordable housing for families with children or unaccompanied children remains a need throughout the community.

DISCUSSION

The continual challenge for the City of Moreno Valley will be to preserve and increase the supply of affordable housing for all the groups identified above during a period of highly constrained resources. As mentioned above, the City anticipates being able to produce 383 multifamily affordable units during the period of this Consolidated Plan

MA-15 Cost of Housing

INTRODUCTION

The recent recession and economic downturn has had a marked impact on Moreno Valley's housing. The region has been burdened with an unusually high number of forced sales and foreclosures and this has affected both the ownership and rental markets. The over supply of homes on the market in recent years has driven down the median home value to a level not seen in the area in over a decade. However, market housing inventory and property values have begun to stabilize and in FY 2011/12 there was a small gain (since the year 2000) of 3.9% as reported by MDA Data Quick in 2012. With many foreclosed homes on the market at low values, cash investors are again purchasing large numbers of units as rentals. Between 2007 and 2012 there were a total of 13,034 foreclosures in the City. The percentage of homeowners in the City decreased from 71.1% in 2000 to 64.4% in 2012 and the number of renters increased from 28.9% in 2000 to 35.6% in 2012. The rental market has generally been stable over the last several years due to owners who have lost their homes seeking rental units and high local unemployment. Competition for ownership units has spiked due to cash investors directly competing with homebuyers entering the market to purchase affordable units with currently very affordable mortgage interest rates.

The "Local Housing Element Assistance: Existing Housing Needs Data Report" for Moreno Valley, created by Southern California Association of Governments (based on 2005-2009) ACS data states that 62.8% (18,334 households) of renters and 53.8% (9204 households) of owners were paying over 30% of their income towards rent/mortgage and were therefore "cost burdened". In addition, ACS data indicates that approximately 77.5% of all market rate units in the city are unaffordable to Moreno Valley residents earning less than 100% of the area median income. The data indicates that a large percentage of households in Moreno Valley may need some form of affordable housing assistance or assistance with creating more income opportunities.

Cost of Housing

	2000 Census (Base Year)	2005-2009 ACS (Most Recent Year)	% Change
Median Home Value	117,800	329,800	180%
Median Contract Rent	641	1,102	72%

Table 30 – Cost of Housing

Data Source: 2005-2009 ACS Data

2000 Census (Base Year)

2005-2009 ACS (Most Recent Year)

Rent Paid	Number	%
Less than $500	1,043	7.1%
$500-999	5,110	34.9%
$1,000-1,499	5,998	41.0%
$1,500-1,999	2,178	14.9%
$2,000 or more	306	2.1%
Total	***14,635***	***100.0%***

Table 31 - Rent Paid

Data Source: 2005-2009 ACS Data

Housing Affordability

% Units affordable to Households earning	Renter	Owner
30% HAMFI	400	No Data
50% HAMFI	950	800
80% HAMFI	4,750	2,085
100% HAMFI	No Data	3,085
Total	***6,100***	***5,970***

Table 32 – Housing Affordability
Data Source: 2005-2009 CHAS

Monthly Rent

Monthly Rent ($)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	763	879	1,116	1,577	1,924
High HOME Rent	739	793	954	1,094	1,200
Low HOME Rent	583	625	751	867	967

Table 33 – Monthly Rent
Data Source: HUD FMR and HOME Rents

Availability of Sufficient Housing

See Section MA-10 “Number of Housing Units”

Expected Change of Housing Affordability

The housing market is showing signs of normalizing and as housing continues to recover in the coming years it is likely costs will begin to rise. Likewise, until unemployment levels decline incomes will not increase significantly. It is likely that affordability will stay the same or get worse over the next several years until such time that employment and income increase to a level that changes the current market direction.

Rent Comparison

Between 2000 and 2009 median contract rent in the City increased by 72% to $1,102 per month. However between 2000 and 2010 the median household income only increased by 3.2%. The fair market rent (FMR) for a two bedroom unit is $1,116, in comparison to a High HOME Rent of $954 and a Low HOME Rent of $751. It is critical to the provision of affordable rents in the area that the City continue to receive HOME and CDBG funding. Historically, the City has not utilized CDBG funding for affordable housing creation, however, moving forward the City may need to consider utilizing this funding source to increase the availability of affordable housing.

MA-20 Condition of Housing

Introduction

The housing stock in Moreno Valley is relatively new, with 84% of the housing built after 1980. According to the City's 2008-2014 Housing Element, between 1998 and 2007, 29 single family homes were rehabilitated via the citywide Home Improvement Loan Program (HILP). Fifty-five multi-family units were rehabilitated under the Rental Rehabilitation Program. All of the single family units rehabilitated were built between 1939 and 1970, while the multi-family units were built between 1960 and 1969.

According to the 2005-2009 ACS Five Year Estimates, the City of Moreno Valley's overall vacancy rate was 8.1%. The vacancy rate for owners was 3.3% and for renters 5.9%. As a standard, a vacancy rate lower than 6% indicates that demand for housing is healthy, while a vacancy rate in excess of 10% is an indicator of oversupply in the housing market. Rental vacancy rates are currently low but they could increase with more home purchases in an improving low interest rate buyer market, however down-payment requirements will keep a cap on this activity.

According to the 2000 census there were 23,297 disabled persons in Moreno Valley. A person is considered to have a disability if he or she has difficulty performing certain functions (seeing, hearing, talking, walking, climbing stairs, and lifting and carrying), or has difficulty with certain social roles (children doing school work, adults working at a job and around the house). A person unable to carry out one or more activities, or who uses an assistance device to get around, or needs assistance from another person to perform basic activities is considered to have a severe disability.

Based on data maintained by Community Care Licensing of Riverside County, there is a variety of housing options for disabled persons in Moreno Valley and surrounding communities. As of March 2013 there were 64 licensed adult residential facilities, (often referred to as board and care homes), in Moreno Valley. Adult residential care facilities provide care and supervision to adults, ages 18-59 who have a mental illness. As of the same date there were 11 group homes in the city. Group homes provide housing for special populations in need of a supervised living arrangement. Individuals residing in group homes may be mentally or physically disabled, teenage mothers, victims of domestic violence or sexual abuse, or persons recovering from substance abuse.

There were 3 adult day care facilities in Moreno Valley. Adult day care facilities provide services on a daily or regular basis, but not overnight, to four or more elderly or handicapped persons with functional impairments. There were 38 residential care facilities exclusively for the elderly. These facilities provide group housing arrangements for residents over 60 years of age, who are provided non-medical care and supervision specific to their individual needs. The number of small family homes decreased to zero in March 2013 (from 5 in 2008). Small family homes provide care to minor children under the age of 18.

Affordable and stable housing with the appropriate supportive services is a primary need among disabled persons. As a result of a partnership between Ability First, formerly the Crippled

Children's Society of Los Angeles and the Redevelopment Agency of the City of Moreno Valley, there are twenty-five affordable apartments for disabled adults in the City of Moreno Valley.

The project allows disabled adults to live independently in apartments designed with their needs in mind and in a setting that provides social, physical and social opportunities that might not be available to them in another setting.

Definitions

Standard Condition – Meets HUD Housing Quality Standards (HQS).

Substandard Condition – The unit is in poor condition and it is both structurally and financially feasible to rehabilitate.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	17,221	51%	8,139	56%
With two selected Conditions	1,579	5%	1,823	12%
With three selected Conditions	24	0%	28	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	15,243	45%	4,645	32%
Total	***34,067***	***101%***	***14,635***	***100%***

Table 34 - Condition of Units

Data Source: 2005-2009 ACS Data

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	5,979	18%	3,259	22%
1980-1999	22,383	66%	6,880	47%
1950-1979	5,318	16%	4,061	28%
Before 1950	387	1%	435	3%
Total	***34,067***	***101%***	***14,635***	***100%***

Table 35 – Year Unit Built

Data Source: 2005-2009 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	5,705	17%	4,496	31%
Housing Units build before 1980 with children present	3,200	9%	1,340	

Table 36 – Risk of Lead-Based Paint

Data Source: 2005-2009 ACS (Total Units) 2005-2009 CHAS (Units with Children present)

Need for Owner and Rental Rehabilitation

Describe the need for owner and rental rehabilitation based on the condition of the jurisdiction's housing

Since the majority of the housing stock in Moreno Valley was built after 1980, and given that the units assisted by the City of Moreno Valley rehabilitation programs, were built prior to 1970, it is reasonable to assume that a disproportionate number of units needing rehabilitation would be units built between 1940 and 1969. Units built between 1940 and 1969 comprised 9.5% of the housing stock in 2000. By comparison, based on the number of units rehabilitated by the citywide rehabilitation programs, a total of 84, which represents .002% of the total housing stock in 2000, staff estimates that as many as ten times that number, or 840 units require rehabilitation citywide, or 2% of the city's housing stock in 2006. Since 91% of the city's housing stock was built since 1970 (see the assumption that no more than 2% of the housing stock would be in need of rehabilitation is a fair estimate. Units rehabilitated under the city programs were those of owners that were willing to rehabilitate their homes and had equity in their homes on which to borrow. Unfortunately, not all owners of units needing rehabilitation are willing to embark on a rehabilitation process or have the equity needed to borrow funds for the rehabilitation.

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

NATIONAL HOUSING STUDIES

In 1989 and 1990, HUD performed a nationwide study of lead levels in housing. The HUD results revealed a high prevalence of lead-based paint in housing. Seventy-four percent of houses built before 1980 contained lead-based paint somewhere in the building.

ESTIMATED NUMBER OF HOUSING UNITS WITH LEAD-BASED PAINT HAZARDS

The majority of housing units that contain lead-based paint hazards are located in older areas of the City. These areas are readily identifiable based upon the City's growth patterns. However, there may be additional units which may need to be identified by a survey, due to the rural development which took place prior to 1979. Despite the fact that the majority of housing units in the City were recently constructed, the City recognizes that a majority of the affordable housing units were constructed prior to 1978 and should therefore be evaluated for lead-based paint hazards. By using HUD's estimate that 74% of pre-1980 houses contain lead-based paint, this would mean that out of the total of 9,862 housing units constructed in the City prior to 1979, the estimated number of housing units that contain lead-based paint hazards could potentially be as high as 7,300. In the CDBG Target Areas, which encompass the older portions of the City's housing stock, the average percentage of low and moderate income families is 70%. It

can be estimated that 70% of the housing units (5,100) with potential lead-based paint hazards are occupied by low and moderate income families.

CALIFORNIA HOUSING STUDIES

Childhood Lead Poisoning in California: Extent, Causes, and Prevention (DHS, 1992) is the report of targeted studies that was mandated by the Legislature in 1986. It assessed environmental lead contamination in the homes of children in three urban locations. Paint, soil and dust lead levels, as well as children's blood lead levels, were measured, and a questionnaire was administered. Applying survey results to the state as a whole, an estimated three million homes in California (27 percent) may have exterior paint lead levels at or above the USEPA/HUD action level of 5000 ppm and 1.3 million homes (12 percent) may have interior paint lead levels at or above 5000 ppm. Age of housing was found to be the best predictor of lead in soil and dust; homes built before 1920 were ten times more likely to have soil lead levels above 5000 ppm. This study confirmed the need for additional examination of lead hazards to children. More information regarding the State's efforts to address lead-based paint hazards for children can be found at the following website: http://www.dhs.cahwnet.gov/ps/deodc/childlead/schools/bkgnd.htm

Due to funding cuts, the City discontinued its four consumer loan and grant programs that were impacted by the requirements of lead based paint disclosure. The City is in hopes that within the 5 year term of this consolidated plan, it will be able to re-implement the City's Mobile Home Grant, the Homebuyers Assistance Program (HAP), Home Improvement Loan Program, and the Homeowners Assistance for Minor Rehabilitation. Participants in these programs are given a lead-based paint disclosure booklet and sign acknowledgment that is included in the loan application. If the home was constructed prior to 1978, the City contracts with Home Safe for a lead-based paint inspection of the property. If the property is found to contain lead-based paint, mitigation measures are incorporated as a part of the revitalization work. Since the HAP loan is down payment assistance, the lead-based paint mitigations are the responsibility of the Seller prior to title transfer. Both Buyer and Seller receive the disclosure materials as a part of the loan application process.

MA-25 Public and Assisted Housing

Introduction

The Housing Authority of the County of Riverside administers and manages several programs to address the housing needs of residents countywide. The Public Housing Program provides decent, safe, and sanitary housing to low and moderate-income families, seniors, and persons with disabilities. These multi-family developments were constructed or purchased with funding provided by HUD. The property units are operated and maintained by the Housing Authority with funding subsidies from HUD. Countywide the Housing Authority owns 469, of which 66 are located in the City of Moreno Valley. In FY 2007 the City of Moreno Valley purchased (on behalf of the City's CHDO) two duplexes previously owned by the Housing Authority. The units are located on Adrienne Avenue and Allies Street in the City of Moreno Valley. The physical condition of these units is that they are generally well maintained.

Each year, the HACR receives an annual grant from HUD's Capital Fund Program which provides funds for development, financing, modernization, and management improvements. The funds may not be used for luxury improvements, direct social services, cost funded by other HUD programs, and ineligible activities as determined by HUD on a case-by-case basis. With this grant, the HACR strategically plans for the modernization and rehabilitation needs of its 469 units. Although funding is only provided annually, the HACR plans for a 5 year period on the modernization and rehabilitation needs of its public housing developments. As a result of this funding source, all of the Housing Authorities remain in good condition and comply with all the required HUD Housing Quality Standards (HQS).

According to the Section 504 needs assessment, all units have been made accessible according to regulations and additional accommodations are made when necessary. The PHA's strategy for improving the management and operation of such public housing and for improving the living environment of low-and moderate-income families residing in public housing is that they are making efficient use of their limited subsidy, providing more energy efficient units, minimum vacancies and the enforcement of lease provisions.

There are about 1,500 Moreno Valley residents who receive Housing Choice Vouchers (Section 8). All Voucher recipients are below 50% of the area median income and approximately 80% are below 30% of area median income. As of March 2013 the waiting list for Section 8 was closed and not taking new applications. Unfortunately, the assistance provided under its two primary affordable housing programs is limited. A review of the County Agency Five Year Plan (2009) showed an extensive Section 8 (Housing Choice Voucher) County-wide waiting list of 50,751 families and 66,663 families on the Public Housing waiting list.

Totals Number of Units

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available	0	77	469	8,681	48	8,633	819	1,759	342
# of accessible units			2						
# of FSS participants*									
# of FSS completions*									
***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**									

Table 38 – Total Number of Units by Program Type

*Family Self Sufficiency Program

Data Source: PIC (PIH Information Center)

Supply of Public Housing Development

The total number of public housing units in the City of Moreno Valley is 66. The following table describes the general location of the public housing units and the number of units in each complex. In FY 2007 the City of Moreno Valley purchased (on behalf of the City's CHDO) two duplexes previously owned by the Housing Authority. The units are located on Adrienne Avenue and Allies Street in the City of Moreno Valley. The physical condition of these units is that they are generally well maintained. All units were in good condition and complied with HUD Housing Quality Standards and 504 accessibility requirements.

Location	Number of Units
Dracaea Street	28 units
Gloria Street	34 units
Sherman Avenue	4 units

MV00195750

Altogether there are about 1,500 Moreno Valley families obtaining rental assistance through Section 8 Housing Choice Vouchers. According to the Housing Authority of Riverside County:

Thus, Section 8 assisted households/housing units are not situated in permanent locations Families receiving Section 8 assistance may move to another apartment unit (where the landlord accepts Section 8) located in Moreno Valley or move to another City. Usually, the initial lease term must be for at least one year.

The table below shows the number of Section 8 Vouchers by zip code location, information that was transmitted to the City by the Housing Authority.

City of Moreno Valley
Distribution of Section 8 Housing Choice Vouchers by Zip Code

Zip Code	Number of Section 8 Vouchers	Percent
92551	235	15.6%
92553	703	46.8%
92555	105	7.0%
92557	459	30.6%
Total	1,502	100.0%

Note: Total excludes one voucher in zip code 92552
Source: Housing Authority of the County of Riverside, January 12, 2013
Table construction by Castañeda & Associates

Restoration and Revitalization Needs

All Housing Authority properties remain in good condition and comply with all the required HUD Housing Quality Standards (HQS). According to the Section 504 needs assessment, all units have been made accessible according to regulations and additional accommodations are made when necessary.

Strategy of Improving the Living Environment of low- and moderate Income Families

The PHA's strategy for improving the management and operation of such public housing and for improving the living environment of low- and moderate-income families residing in public housing is that they are making efficient use of their limited subsidy, providing more energy efficient units, minimum vacancies and the enforcement of lease provisions.

MA-30 HOMELESS FACILITIES

INTRODUCTION

One of the City's highest priorities for the use of CDBG funds is to address the emergency shelter and transitional housing needs of homeless persons. The City will continue to fund applications for homeless shelters that serve the Moreno Valley homeless population. The City will assist homeless persons make the transition to permanent housing and independent living through continued support of affordable housing developments that will provide long term affordability covenants.

There are several programs administered by Riverside County that aid in the prevention of homelessness. For example, the Emergency Food and Shelter Program meets the needs of the hungry and homeless by providing funds to provide the following housing assistance, as determined by the Local Board in funded jurisdictions: lodging in a mass shelter or hotel; one month's rent or mortgage payment; one month's utility bill; and minimal repairs to allow a sheltering facility to function during the program year.

Several service providers provide shelter and services to Moreno Valley homeless. Although there are no homeless shelters located within the City limits, the City continues to provide CDBG assistance to three homeless housing programs located on March Air Reserve Base (MARB). In the past, the City has provided CDBG funding to the following organizations to assist the homeless:

- Community Assistance Program (Food Distribution)
- Lutheran Social Services (Transitional Living Program) – located on MARB
- Riverside County (Cold Weather Shelter)
- God's Helping Hand (Food Distribution)
- PW Enhancement Center (Emergency Motel Vouchers)
- Operation Safehouse (Emergency Youth Shelter)
- Alternatives to Domestic Violence (Emergency Shelter)
- God's Helping Hand (Food Distribution)
- Path of Life Shelter (Emergency and Transitional Housing) – located on MARB
- US Vets (Transitional Housing for Homeless Veterans) – located on MARB

Facilities Targeted to Homeless Persons

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	237	72	487	27	0
Households with Only Adults	377	0	374	218	0
Chronically Homeless Households	0	0	24	283	0
Veterans	0	0	50	0	0
Unaccompanied Child(ren)	17	0	0	0	0

Table 40 - Facilities Targeted to Homeless Persons

Describe mainstream services, such as health, mental health, and employment services to the extent those services are use to complement services targeted to homeless persons

The Emergency Shelter Grant (ESG) program is designed to be the first step in a continuum of assistance to prevent homelessness and to enable homeless individuals and families to move toward independent living. Homeless Prevention became an eligible ESG activity category in FY 1989 – adding a new population and a new dimension to the program. ESG grantees may allocate up to 30% of their total ESG award to homeless prevention. The City of Moreno Valley does not receive ESG funds, however often refers residents to ESG providers in the County.

To help prevent the incidence of homelessness in a community, ESG funds can be used to support a variety of activities, including:

- Short-term subsidies to defray rent and utility debts for families that have received eviction or utility termination notices
- Security deposits or first month's rent to permit individuals or families at- risk of homelessness to obtain permanent housing
- Mediation programs for landlord-tenant disputes
- Legal services programs for the representation of indigent tenants in eviction proceedings
- Payments to prevent foreclosure on a home; and
- Other innovative programs and activities designed to prevent the incidence of homelessness.

The primary agency that coordinates the linkages of mainstream resources between other groups to implement the County's "Ending Homelessness in Ten Years" Plan is the Riverside County Department of Public Social Services (DPSS), the "umbrella" anti-poverty agency for the region. The goal is self-sufficiency accomplished by moving poor families out of poverty. DPSS interacts with people on many levels, thereby impacting their daily lives through child care, education, employment, training, health and human services, homelessness and housing.

Other available mainstream resources include:

1. CalWORKs: Funds are available to families on public assistance to provide rent and utility payments, which are funded through TANF. CalWORKs also offers the Welfare-to-Work Program that provides job training and supportive services.

2. Child Protective Services (CPS): Funds are available to provide emergency rent and utility assistance for families with children who have an open case.

3. Fair Housing Council of Riverside County: Provides fair housing services, including discrimination counseling, mediation, and dispute resolution to residents.

4. IHEAP: Funds are available on a limited basis for individuals who are in danger of losing utility service.

5. Riverside County Economic Development Agency & Workforce Development Center: Partners with community agencies and local jurisdictions to provide job training and placement services.

6. Moreno Valley Employment Resource Center: Partners with Riverside County EDA to provide job training, placement services, and job search assistance.

7. CalFresh Program (formerly called Food Stamps): Electronic Benefit Transfer cards issued to people on public assistance to fund food and other essential items.

8. Riverside County Department of Public Social Services and Mental Health and Public Health: provide assistance to individuals and families needing senior services, physical health, behavioral health, dentistry services, and public health. Homeless services are housed under the umbrella of DPSS.

9. Community Connect – 211 Referral Line: A telephone social service information directory on how to get food, income, jobs and training, housing, healthcare, legal advice, and other important help from local, state and federal programs and community services across Riverside County.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

The City was an active participant in the development of the Homeless Assistance Plan (HAP) at March Air Reserve Base (ARB). March ARB was closed, in part, during a base realignment. Portions of the base will be used to benefit the homeless in Riverside County. The City of Moreno Valley participates in the March Joint Powers Authority (JPA) to determine what projects will be implemented. The Joint Powers Commission approved the following homeless programs: the Volunteer Center of Riverside to provide counseling services and to coordinate homeless services at the base; the First Apostolic Faith Church of Moreno Valley to provide education, job training, and child care; Path of Life Shelter to provide emergency and transitional shelter, counseling services and training for families; Lutheran Social Services to provide transitional housing for families; and Harvest Food Bank for food distribution services. The city fully supports these programs because they will benefit the homeless in Moreno Valley.

The county has worked toward dealing with the chronic homeless population for a number of years through the Mental Health Homeless Intervention Team (HIT) program. The HIT Teams actively seek out homeless in the streets environment and other places were the homeless congregate. The teams work in areas of high homeless concentration. Support workers are trained to recognize the symptoms of mental illness and substance abuse. They also possess the interpersonal skills necessary to solicit and provide information in a friendly, respectful, non-threatening manner. They are familiar with all community resources that serve the homeless population, both public and private. At a minimum, all homeless persons contacted on the streets are provided with information and referral to program relevant to their particular needs.

Once the chronic homeless persons have been identified, and if mentally ill and willing to participate, they are enrolled into a series of programs by the Department of Mental Health. Those suffering from substance abuse are referred to the existing programs, such as those provided by ABC Recovery, Phoenix House, Whiteside Manor, Cedar House and County Mental Health. Some of the mentally ill are referred to programs offered by Whiteside Manor and mental health clinics. All of these programs provide treatment and transitional housing. A

number of these homeless service providers have applications up for renewal in the county's Continuum of Care application.

The City also supports, through the use of CDBG funds, various homeless programs that provide general services in addition to shelter. Food distribution, counseling, and domestic violence services are some of the outreach activities which provide much needed support services to homeless persons.

Persons Fleeing Domestic Violence

Often, victims of domestic violence, and their children, who leave an abusive situation need emergency shelter. If adequate resources are not available to the family, then transitional shelter would be necessary. Alternative to Domestic Violence (ADV) provides shelter for domestic violence victims in addition to having a toll-free crisis line and counseling services.

Unaccompanied Youth

A portion of this sub-population is youth who have been emancipated from foster care. Many of these youth become homeless due to limited education and training, lack of financial resources, and a limited support system. Reaching out and serving these homeless youth is undertaken in a number of ways including street canvassing, hotlines and referrals. There is one agency that provides services for runaway and emancipated youth, Operation Safehouse. The City has granted CDBG funding to Operation Safehouse for nearly ten (10) years.

MA-35 SPECIAL NEEDS FACILITIES AND SERVICES

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

Housing to Serve People With Disabilities

Ability First (formerly Crippled Children) provides persons with disabilities living environments adapted to meet their needs. The Moreno Valley Apartments are one such example. Ability First has provided a suitable living environment by reserving 25 units solely for use by disabled persons and their families.

Housing to Serve Persons with HIV/AIDS

The Inland AIDS Project has a six-bed residential care facility for the chronically Ill. The home is located in the city of Hesperia, approximately 50 miles from Moreno Valley. This California State Licensed facility is staffed by a team of Licensed nurses, home health attendants and social workers who provide an array of services for persons living with AIDS including but not limited to meal preparation, hospice/end stage care, case management, counseling & transportation. Admission to this facility is arranged through the client's case manager. In addition, the Inland AIDS Project has two licensed residential substance abuse treatment facilities located in the cities of Ontario and Riverside; and low rent housing units located in San Bernardino, Ontario, and Riverside.

HOPWA funds currently allocated to San Bernardino and Riverside counties are being used to provide housing assistance to person with HIV/AIDS, home care, clinic-based primary care, shelter, case management, and housing placement. The City of Riverside administers the HOPWA program for both counties.

Housing to Serve the Elderly

Senior Cooperative Services: Affordable housing with supportive services are needed to allow senior citizens options for independent living situations. The City assisted Cooperative Services Inc. (a non-profit organization) with development of a 70-unit housing project for low-income senior citizens.

Assisted Living Center: The City facilitated issuance of Housing Revenue Bonds for the construction of an Assisted Living Center by assist California Drug Consultants.

Telacu Senior Housing: Provides affordable independent living housing opportunities for senior citizens. The project was constructed in previous years using RDA funding.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing.

As part of the City's involvement with the Continuum of Care, a Discharge Planning Policy, was established to ensure that all appropriate local and State government entities that discharge persons from publicly-funded institutions or systems of care participate in the Discharge Policy Committee. The Policy strengthens discharge planning with major institutions to limit the number of chronically homeless persons discharged into homelessness and connects the homeless and those persons threatened with homelessness with supported housing and community-based resources upon discharge. The overall objective of the Discharge Coordination Policy and Practices is to reduce the number of persons being released and discharged into homeless shelters, unsuitable accommodations, or homelessness.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

N/A

MA-40 BARRIERS TO AFFORDABLE HOUSING

Negative Effects of Public Policies on Affordable Housing and Residential Investment

The table below provides a summary of the public sector impediments and Fair Housing Action Plan as included in the City's updated Analysis of Impediments (AI) to Fair Housing Choice and Fair Housing Action Plan 2013 -2018. The AI document was completed per a consultant contract with Casteneda and Associates.

Summary of Public Sector Impediments
Action Plan Recommendations and Action Plan Schedule

Impediments	Action Plan Recommendations	Action Plan Schedule
Housing for Disabled Persons – Disability Definition		
HUD encourages cities to provide a definition of "disability" in its planning and zoning codes.	In order to affirmatively further fair housing, the City will establish a specific disability definition that is identical to the one in the Federal Fair Housing Act. The definition will be included in the Reasonable Accommodation Procedure.	The disability definition will be added to the Planning and Zoning Code in Program year 2013-2014.
Housing for Disabled Persons – Supportive Services		
HUD encourages cities to make provisions for housing with supportive services in the planning and zoning codes. The City's zoning regulations do not explicitly prohibit or permit transitional and supportive housing in residential zones.	The Planning and Zoning Code will be revised to define transitional and supportive housing and to indicate the residential zones in which such housing is permitted.	The Planning and Zoning Code will be amended in Program Year 2013-2014.
Housing for Disabled Persons – Reasonable Accommodation Procedure		
HUD, the Federal Department of Justice and the California Attorney General's Office all encourage cities to adopt a reasonable accommodation procedure. This procedure provides a means for disabled persons to requests exceptions from the development standards of a planning and zoning code and the standards of a building code.	The City will adopt a reasonable accommodation procedure.	The reasonable accommodation procedure will be adopted in Program Year 2013-2014.

Special Needs Populations		
HUD encourages cities to address special needs populations through provisions in their planning and zoning codes and policies contained in their planning documents.	The City will address special needs populations through the policies of the Consolidated Plan and Housing Element. In the Housing Element Update (to be adopted by October 2013), the City must address the needs of the developmentally disabled population. The City also will consider amending the Planning and Zoning Code to include a definition and development standards for special needs housing.	The special needs populations will be addressed annually as part of the Consolidated Plan's Annual Action Plans. A definition and development standards for special needs housing will be considered in Program year 2014-2015.
Senior Housing		
Under federal law housing discrimination against families with children is permitted only in housing in which all the residents are 62 years of age or older or where at least 80% of the occupied units have one person who is 55 years of age or older. Generally, California law states that a housing provider using the lower age limitation of 55 years must have at least 35 units to use the familial status discrimination exemption. Also, California law, with narrow exceptions, requires all residents to be "senior citizens" or "qualified permanent residents", pursuant to Civil Code §51.3. The Planning and Zoning Code needs to be amended to contain a more precise definition of "senior housing."	The City will amend the Planning and Zoning Code by adding a senior housing definition. Many cities define senior housing as follows: Senior citizen housing shall mean a housing development consistent with the California Fair Employment and Housing Act (Government Code Section 12900 et. seq., including 12955.9 in particular), which has been "designed to meet the physical and social needs of senior citizens," and which otherwise qualifies as "housing for older persons" as that phrase is used in the Federal Fair Housing Amendments Act (42 U.S.C. 3607(b)) and implementing regulations and as that phrase is used in California Civil Code Section 51.2 and 51.3.	A senior housing definition and other senior housing topics will be considered in Program Year 2014-2015.

MA-45 Non-Housing Community Development Assets

Economic Development Market Analysis

INTRODUCTION

According to the 2000 and 2010 census data, between 2000 and 2012, Moreno Valley's labor force grew by about 29,300 workers. The employer work force increased by about 19,400 workers. On the other hand, the number of unemployed workers increased by 10,140 which resulted in a 12.8% unemployment rate (not seasonally adjusted) as of December 2012. According to the 2005-2009 ACS there are 74,949 employed residents occupying approximately 25,958 jobs located in Moreno Valley. Of the employed residents, 21% were employed in the educational services, health care and social assistance industry while about 14% of employed residents had jobs in the retail trade industry. Major employers are government/education related, medical and hospital facilities, and the Moreno Valley Mall. Of employed residents: 25% work within the City and 75% have a job located outside the City limits; less than 2% of the workers use public transportation as a means to work; about 98% of all workers drive to work alone.

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	358	62	0	0	0
Arts, Entertainment, Accommodations	5,224	2,905	7	11	4
Construction	7,815	744	10	3	-8
Education and Health Care Services	15,651	5,943	21	23	2
Finance, Insurance, and Real Estate	3,614	1,688	5	7	2
Information	1,244	74	2	0	-1
Manufacturing	8,238	1,156	11	4	-7
Other Services	3,462	1,347	5	5	1
Professional, Scientific, Management Services	6,063	860	8	3	-5
Public Administration	4,277	790	6	3	-3
Retail Trade	10,745	8,206	14	32	17
Transportation and Warehousing	5,294	549	7	2	-5
Wholesale Trade	2,964	1,634	4	6	2
Total	74,949	25,958	--	--	--

Table 42 - Business Activity

Data Source: 2005-2009 ACS (Workers), 2010 ESRI Business Analyst Package (Jobs)

Labor Force

Total Population in the Civilian Labor Force	82,632
Civilian Employed Population 16 years and over	74,949
Unemployment Rate	9.30
Unemployment Rate for Ages 16-24	24.90
Unemployment Rate for Ages 25-65	4.95

Table 43 - Labor Force

Data Source: 2005-2009 ACS Data

Occupations by Sector

Management, business, and financial	19,264
Farming, fisheries and forestry occupations	125
Service	12,362
Sales and office	20,525
Construction, extraction, maintenance and repair	9,855
Production, transportation and material moving	12,818

Table 44 – Occupations by Sector

Data Source: 2005-2009 ACS Data

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	31,908	45%
30-59 Minutes	24,738	35%
60 or More Minutes	14,506	20%
Total	71,152	100%

Table 45 - Travel Time

Data Source: 2005-2009 ACS Data

Education

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	12,685	1,224	7,996
High school graduate (includes equivalency)	16,673	1,201	6,880
Some college or Associate's degree	21,669	1,485	5,706

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Bachelor's degree or higher	10,838	490	1,756

Table 46 - Educational Attainment by Employment Status

Data Source: 2005-2009 ACS Data

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	662	1,751	3,003	5,329	2,398
9th to 12th grade, no diploma	4,541	4,294	4,372	3,156	1,175
High school graduate, GED, or alternative	6,919	8,597	7,086	9,091	3,049
Some college, no degree	6,337	6,637	5,897	9,131	2,079
Associate's degree	1,052	2,204	2,214	2,973	662
Bachelor's degree	865	2,421	2,383	4,407	979
Graduate or professional degree	83	812	847	2,253	392

Table 47 - Educational Attainment by Age

Data Source: 2005-2009 ACS Data

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	24,049
High school graduate (includes equivalency)	29,638
Some college or Associate's degree	37,035
Bachelor's degree	47,024
Graduate or professional degree	67,534

Table 48 – Median Earnings in the Past 12 Months

Data Source: 2005-2009 ACS Data

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

According to the 2005 -2009 ACS there are 74,949 employed residents occupying approximately 25,958 jobs located in Moreno Valley. Of employed residents, 21% were employed in the educational services, health care and social assistance industry while about 14% of employed residents had jobs in the retail trade industry. Major employers are government/education related, medical and hospital facilities, and the Moreno Valley Mall. Of employed residents, 25% work within the City and 75% have a job located outside the City limits. Less than 2% of the workers use public transportation as a means to work. About 78% of all workers drive to work alone. The table below provides information of the City's largest employers.

City of Moreno Valley

Major Employers (400+) 2011

Business	Type of Business	No. of Employees	Location
March Air Reserve Base	Military Reserve Base	9,000	March Air Force Base
Moreno Valley Unified School District	Public Schools	3,490	25634 Alessandro Boulevard
Riverside County Regional Medical Center	County Hospital	2,416	26520 Cactus Avenue
Moreno Valley Mall	Retail Mall	1,760	22500 Town Circle
Ross Dress for Less	Retail Distribution	1,500	17800 Perris Blvd.
City of Moreno Valley Including Police & Fire Depts.	Municipal Government	762	22850 Calle San Juan De Los Lagos
Walgreens Co.	Distribution	694	17500 Perris Blvd.
Val Verde Unified School District	Public Schools	667	Public Schools
Moreno Valley College	Higher Education	555	16130 Lasselle St.
Sketchers USA	Retail Distribution	550	29800 Eucalyptus St.
Phillips Consumer Electronics	Electronics Distribution	484	25300 Globe St.
Kaiser Permanente Community Hospital/Office	Hospital/Medical Services	452	12815 Heacock St.

Source: City of Moreno Valley, *Major Employers*, November 2011

Table construction by Castañeda & Associates

Describe the workforce and infrastructure needs of the business community:

In the spring of 2011, the City Council established their Economic Development prioritized goals, and a corresponding action plan. The prioritized goals were approved on June 14, 2011 and are directed in five key areas:

1. Job Development, including maximizing vacant land in support of this goal
2. Focus on Medical Corridor and Health Services/Educational Opportunities
3. Maximize Transportation and Infrastructure Opportunities
4. Economic and Tax Base Development
5. Enhance City Image

The City Council approved a two-year Economic Development Action Plan that established actions through June 2013 focusing on both job development and tax base growth. Action items included re-sequencing and advancing capital projects to create the infrastructure and environment to attract and facilitate commercial and retail development in the Central and Easterly parts of the City. The plan includes actions that focus on continuing to build commercial and retail growth and stability in existing centers. This plan is designed to leverage current economic development efforts and deliver projects within the next two to three year period and beyond as businesses develop along the improved corridor. The primary goals of the Council-approved Two-year Economic Development Action Plan action plan are:

1. Focus on business development and attraction in a range of commercial and retail locations
2. Enhance retail and restaurant development in the Towngate area
3. Advance development on projects in the Centerpointe Business Park
4. Facilitate development of projects in the South Moreno Valley Industrial Specific Plan
5. Re-evaluate land uses in eastern Moreno Valley
6. Re-sequence and fast-track three Capital Improvement Projects in the City Center area

The two markets that are seeking to expand currently include logistics/distribution centers and health care. The City is prepared to be in position to take advantage of opportunities in the healthcare industry through capital improvements in a healthcare corridor. While the Two-year Economic Development Action Plan was a critical tool to focus the City on a solid direction immediately, a Three Year Economic Develop Action Plan is being developed to address the period of July 2013 through June 2016.

Given the city's high unemployment rate, the highest priority workforce need is increased job creation and retention. Many of the programs and strategies for Community and Economic Development are centered in the CDBG Target Areas. Infrastructure improvements are needed in the Target Areas which include some of the oldest areas in the City. To improve public safety and facilitate pedestrian traffic, the City plans to complete several street and sidewalk improvements with a combination of CDBG funds and City general funds.

The strategic plan for economic development activities includes small business counseling services, infrastructure improvements, and property rehabilitation programs in the Edgemont Area. There is a continual need for infrastructure improvement along major commercial corridors, for job-skills training, for parks and youth facilities and services, for community

facilities and for accessibility improvements. The City will contract with non-profit agencies to provide technical assistance and training to local small business owners. In addition, the City will implement a business incubator program to assist small businesses.

The goal of these economic development activities is to create and/or retain low and moderate income jobs in the community.

The objectives of the community and economic development strategy are to:

1. Promote expanded economic opportunities in order to create or retain low and moderate income jobs
2. Provide infrastructure improvements in CDBG Target Areas to create a suitable living environment by increasing access to quality public facilities
3. Support public service programs available to serve low and moderate income residents

The City will use a combination of CDBG funds, City General Funds, and other available grant resources to pursue programs that meet these objectives.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

The most significant changes to the City in regards to economic impact is the state dissolution of redevelopment in February 2012. Redevelopment was a critical tool for the financing and development of housing, infrastructure and commercial/industrial facilities in Moreno Valley since the Agency was activated in 1986. In addition to the loss of redevelopment, the economic downturn also impacted City general fund revenues which had adverse impacts of the City's ability to perform needed public infrastructure improvements. The future availability of CDBG and HOME funds from HUD will be essential to ensure low and moderate income individuals receive critical programs and services.

As a result of the 2011 RDA Dissolution Act, ABx1 26 and, in particular, Section 34171(j) thereof, the City became the Successor Agency to Moreno Valley's RDA upon dissolution of the RDA. The 2011 Dissolution Act also provides, at Section 34176, for the disposition of housing assets of a former redevelopment agency. The City Council of the City of Moreno Valley designated the Moreno Valley Housing Authority as the recipient of the former Redevelopment Agency by its Resolution No. 2012-25 as adopted by the City Council on March 8, 2011 and the Oversight Board confirmed and approved the disposition of the housing assets of the former Redevelopment Agency to the Housing Authority.

The City formed the Housing Authority to carry out responsibilities as delineated under the Housing Authority Law. The Housing Authority provides the community with the appropriate legal tools to conduct housing activities, such as ongoing monitoring of covenanted units for compliance as to income limits and affordability, the maintenance of properties, the ability to enter into agreements with developers for the maintenance, construction and operation of housing developments, to enter into contracts, and to provide such other services and provide for such other activities as are authorized under the Housing Authority Law.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

There has been considerable erosion in the traditional labor market in the City and many of the former jobs in construction, manufacturing, government, and other sectors have dwindled and may not return soon. In addition, there is a disconnect between the existing skills of the labor pool and the skills required to compete for the remaining jobs or the new jobs that will emerge at some point. To compete successfully, workers will need to update their education and job skills in order to make themselves more skilled and flexible in order to successfully compete for the available jobs. Analysis of the data indicates that in every sector of the economy there are more workers than jobs.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan

The Riverside County Workforce Investment Board is one of 600 private-sector led Workforce Investment Boards (WIBs) in the Country. WIBs are transforming the nation's workforce system to be responsive to the demands of a global economy. Through strong strategic partnerships with private-sector businesses, local government, community-based organizations, institutions of higher education and K-12 education, WIBs remain in a prime position to serve as the pipeline for a skilled labor force necessary for economic recovery and long-term growth.

The Riverside County Workforce Investment Board provides oversight for the Workforce Investment Act program, acts as a catalyst to provide seamless services among various workforce programs, and provides community leadership around workforce issues. This task is accomplished through comprehensive one-stop career centers.

The City, in collaboration with the Riverside County Workforce Development Center, operates a One-Stop Career Center in the City of Moreno Valley. One stop centers are available throughout the County and serve as a hub of the county-wide service delivery vehicle for workforce/education/business services. Workforce funds allocated to Local Boards support the job training, placement, and business services delivered though the One-Stop Career Centers. These Centers, through partnerships with other local, state and federal agencies, education and economic development organizations provide access to job, skill development and business services vital to the social and economic well-being of Riverside County communities.

There are five ways that the Workforce Development Center carries out its role:

- **CONVENER** - Bringing together business, labor, education, and economic development to focus on community workforce issues
- **WORKFORCE ANALYST** - Developing, disseminating and understanding current labor market and economic information and trends
- **BROKER** - Bringing together systems to solve common problems, or broker new relationships with businesses and workers
- **COMMUNITY VOICE** - Advocating for the importance of workforce policy, providing perspective about the need for skilled workers

- **CAPACITY BUILDER** - Enhancing the region's ability to meet the workforce needs of local employers

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

The City of Moreno Valley is a participating jurisdiction in the County of Riverside's Comprehensive Economic Development Strategy. The strategy is intended to create new jobs, foster stable and diversified economies with high wages and increase capital investment, thereby improving the living conditions throughout each of these various regions of Riverside County. In addition, the CED tries to coordinate the efforts of organizations, local governments, and private industry involved with economic and workforce development.

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

In 2011, the City Council approved a two-year Economic Development Action Plan that established actions through June 2013 focusing on both job development and tax base growth. The Economic Development Action Plan is intended to align with the goals of the City's Consolidated Plan and the County of Riverside Comprehensive Economic Development Strategy. The action items in the Economic Development Action Plan include re-sequencing and advancing capital projects to improve the infrastructure and environment to attract and facilitate commercial and retail development in the Central and Easterly parts of the City to create sustainable jobs. The plan will also focus on continuing to build commercial and retail stability in existing centers in an effort to retain jobs. Working together, all three plans will leverage current economic development efforts and deliver programs and projects to promote economic growth along major corridors and other key areas in the City. A new Economic Development Action Plan is currently being developed to identify activities to be undertaken through 2016.

MA-50 Needs and Market Analysis Discussion

Are there any populations or households in areas or neighborhoods that are more affected by multiple housing problems?

Within Moreno Valley's geographic Priority Areas (Map: SP-10 Geographic Priorities) there are discrete areas where the highest density of very-low income households is found and these households experience multiple housing problems to a much greater degree than the population in general.

Are there areas in the Jurisdiction where these populations are concentrated?

In 2010, the City's population was 193,365 of which 81.1% belonged to a racial or minority group. At the census tract level, the minority population ranges from a low of 53.3% (424.01) to a high of 91.1% (424.12).

To be identified as an area of minority concentration, a census tract's minority population percentage should exceed the citywide percentage of 81.1%. The Consolidated Plan regulations do not establish a criterion that defines "concentration" but instead allow cities to establish their own standard. The one standard that the regulations do explicitly establish pertains to "disproportionate housing needs" which is defined as 10% above the average for a specific community housing need. Therefore, an area of minority population concentration can be defined as a census tract having 91.1% or more of its population belonging to a minority racial or ethnic group. The only census tract having a minority population of at least 91.1% is 424.12.

What are the characteristics of the market in these areas/neighborhoods?

The characteristics of the market are discussed in detail in Sections MA-05 through MA-25 and most of the same characteristics as described in those discussions apply to the market in these areas. The biggest differences would be that, as expected, there are a greater number of more substantial housing issues related to both housing costs and housing conditions, including multiple housing problems in both ownership and owner rental and multifamily rentals, in these areas.

Are there any community assets in these areas/neighborhoods?

Community assets generally include facilities such as schools, libraries, community centers, parks, and access to commercial establishments such as grocery stores, general merchandise stores, and pharmacy retailers, among others. In these specific areas, there are a number of local parks, elementary, middle and high schools, library, and senior center.

Are there other strategic opportunities in any of these areas?

The City's CDBG strategic priorities for all low to moderate income neighborhoods encourage: economic development through public facility and infrastructure investments in very low-and low-income areas; revitalizing existing commercial areas by investing in infrastructure and public amenities that will draw private investors into the area to develop and remove blighting influences and ultimately increase jobs; traditional programs that rehabilitate existing substandard housing for income-qualified owners or owners who rent to income-qualified tenants; affordable housing opportunities for renters and first-time homebuyers, including seniors and the disabled; rehabilitation of or new affordable housing units that include handicap accessibility for seniors or the disabled; rehabilitation of community center, neighborhood parks and amenities, including those in conjunction with affordable housing projects; and comprehensive homeless and homeless prevention programs in eligible neighborhoods.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The City of Moreno Valley plans to implement a Five-Year Strategic Plan by directing a variety of efforts and resources toward the creation and retention of affordable housing, housing related programs, homeless assistance, special needs and non-housing community development needs. Achievement of the strategy will be facilitated by coordination with private developers, non-profit organizations, lending institutions, City and Federal funding resources and other governmental jurisdictions. The City is committed to maximizing existing resources and opportunities to achieve a better quality of life for every resident. This includes the general priorities for allocating investment geographically within the jurisdiction and defining priority needs. The Strategic Plan will incorporate priorities in the following areas: Homeless, Special Needs, Housing/Fair Housing, Community and Economic Development. In establishing priorities, the City utilized the needs assessment, public input, resources available and the ability of the City to address the need. These priorities also incorporate the following HUD goals:

(1) Decent housing - Includes assisting homeless persons to obtain appropriate housing and assisting persons at risk of becoming homeless; retention of the affordable housing stock; and increasing the availability of permanent housing in standard condition and affordable cost to low-income and moderate-income families, particularly to members of disadvantaged minorities, without discrimination on the basis of race, color, religion, sex, national origin, familial status, or disability. Decent housing also includes increasing the supply of supportive housing, which combines structural features and services needed to enable persons with special needs, including persons with HIV/ AIDS and their families, to live with dignity and independence; and providing housing affordable to low-income persons accessible to job opportunities.
(2) A suitable living environment - Includes improving the safety and livability of neighborhoods; increasing access to quality public and private facilities and services; reducing the isolation of income groups within a community or geographical area through the spatial de-concentration of housing opportunities for persons of lower income and the revitalization of deteriorating or deteriorated neighborhoods; restoring and preserving properties of special historic, architectural, or aesthetic value; and conservation of energy resources.
(3) Expanded economic opportunities - Includes job creation and retention; establishment, stabilization and expansion of small businesses (including micro-businesses); the provision of public services concerned with employment; the provision of jobs involved in carrying out activities under programs covered by this plan to low-income persons living in areas affected by those programs and activities; availability of mortgage financing for low-income persons at reasonable rates using nondiscriminatory lending practices; access to capital and credit for development activities that promote the long-term economic and social viability of the community; and empowerment and self-sufficiency opportunities for low-income persons to reduce generational poverty in federally assisted and public housing.

SP-10 Geographic Priorities

General Allocation Priorities

Describe the basis for allocating investments geographically within the state.

For many years, Moreno Valley has opted to have CDBG Target Areas represented by census tracts within the City that contain at least 51% of residents who qualify as low and moderate income. There are sixteen (16) low and moderate census tracts or CDBG Target Areas located within four Moreno Valley Council Districts. These areas encompass neighborhoods mostly in the central and western portions of the City.

A list of CDBG Target Areas/census tracts is included below. The list provides for the low and moderate income Census Tract numbers first, followed by the percentage of low and moderate population who reside within that tract (Source: CPD Mapping, 2006-2009 CHAS).

1. 042515, 80.53%
2. 042504, 69.91%
3. 042505, 75.68%
4. 042515, 80.53%
5. 042505, 75.68%
6. 042508, 52.09%
7. 042519, 67.68%
8. 042514, 58.95%
9. 042516, 58.12%
10. 042509, 58.28%
11. 042405, 60.27%
12. 042512, 54.89%
13. 042520, 58.26%
14. 042509, 58.28%
15. 042504, 69.91%
16. 042516, 58.12%

When determining the geographic locations where Moreno Valley will allocate their investments, staff will consider if the project or program will physically be located within a designated CDBG Target Area, and whether the program will be directly benefitting the low-to-moderate income population in that area. The City will consider the current level of poverty for an area. Poverty levels will act as a measure of 'need', providing staff with insight on the state of the population within that area and allow staff to fund services accordingly. Staff will also take into account need based on public demand, recommendations of city departments (such as Code Enforcement, Capital Projects, or the Police Department), reports from CDBG subgrantees which track referrals and measure trends in service levels, recommendations of other local entities (the CoC, DPSS, HARC, EDA) and those of area non-profits.

Moreno Valley utilizes geographic distribution designations that further describe where the City will focus its programs. A program can be designated as serving either: (1) 'Citywide', or (2) 'in the CDBG Target Areas'. 'Citywide' is a designation used for programs that offer services to the entire community regardless of income status. Many Public Services provide services to the entire city, but because of the nature of its services exclusively serve low-to- moderate income persons (i.e., food banks). If a program is designated for the 'CDBG Target Area' it is confined exclusively to the CDBG Target Area. For example, Code Enforcement funded by CDBG can only occur within the boundaries of the Target Areas.

In general, CDBG Target Areas typically include older sections of the City where much of the building stock and infrastructure is deteriorated or fails to meet current standards. Many structures are in need of minor or major rehabilitation with some structures in need of extensive reconstruction. The areas lack adequate drainage systems, water lines, street lighting, and street improvements. The CDBG Target Area Map is included as an attachment or an appendix) to the Consolidated Plan.

SP-25 Priority Needs

Priority Needs

Priority Need Name	Priority Level	Population	Goals Addressing
Community & Economic Development	High	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Rural Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development	Community & Economic Development Strategy

Homeless	High	Extremely Low Large Families Families with Children Elderly Rural Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth	Homeless Strategy
Affordable/Fair Housing	High	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents	Housing Strategy
Special Needs	High	Extremely Low Low Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development	Special Needs Strategy

Table 2 – Priority Needs Summary

Narrative (Optional)

In establishing the Priority Needs the City considers the overall program objectives at the Federal and those at the local level. Moreno Valley seeks to meet Federal national objectives of providing benefit to the low and moderate income, removing area slum and blight, and meeting urgent or emergency community needs. The City also seeks to prioritize in a way that can assist goals set by the City Council including: Revenue Diversification & Preservation, Public Safety, Positive Environment Community Image, and Neighborhood Pride & Cleanliness. Every year, in accordance with HUD's requirements, Moreno Valley's re-evaluates and updates its program specific Objectives and Policies to ensure they adequately reflect the current needs of the community. The updated Objectives and Policies must then be adopted at the local level by the City Council for the upcoming CDBG and HOME program year. CDBG and HOME Objectives and Policies primarily focus on: (1) defining the City's funding priorities, (2) offering project selection criteria, and (3) providing guidance for staff when reviewing and recommending programs and projects for funding.

For Consolidated Planning purposes, the City has chosen to develop its priorities based on the following general priority categories which would primarily assist low-income families and individuals within the community: Homelessness, Special Needs, Affordable/Fair Housing, and Community and Economic Development. Each category has been assigned a relative priority level and goals. A "High" priority means that the jurisdiction and its community partners will be addressing this need by allocating funds during the five-year period of the Strategy. A "Low" priority means that only a limited amount or in some cases no funding is available or intended to be allocated to projects for addressing this need during the life of the strategy.

SP-30 Influence of Market Conditions

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	In determining whether to undertake TBRA programs, the City will take into consideration: documented local need, documented local demand, existing services offering that type of assistance currently provided by the City and/or it's sub grantees, existing services offering that type of assistance currently provided by other regional organizations (i.e., County and State programs), the possibility of expansion of financial education programs, evaluation of the area rents, costs of utilities, degree of need based on other pertinent community needs, available funding and how many persons the funding is able to assist.
TBRA for Non-Homeless Special Needs	In determining whether to undertake TBRA for non-homeless/ Special Needs programs, the City will take into consideration: documented local need, documented local demand, degree of need based on other pertinent community needs, existing services offering that type of assistance currently provided by the City and/or it's sub grantees, existing services offering that type of assistance currently provided by other regional organizations (i.e., County and State programs), area statistics for special needs populations, evaluation of changing trends.
New Unit Production	The City will evaluate individual projects/proposals with an emphasis on availability of adequate amount of funding to subsidize the new project and/or the availability of other (funding) resources in which to leverage projects with such as State MHP. The City will consider the land values, analysis of the overall construction costs and 'cost per door' as per industry standards. It will compare costs to past City projects, and research to ensure reasonable development fees are imposed.
Rehabilitation	At the City level, sufficient amount of city entitlement is avail to offer rehab program, there is sufficient staff capacity to adequately carry-out/manage rehab programs. At the market level, characteristics that would influence the use of housing funds toward a rehab activity include: home values, homeowner's ability and willingness to borrow money, construction costs, public need and demand, evaluation of housing types in need of rehab and specific circumstances and types of repairs needed for those housing units, availability of other funding sources in which to leverage projects.
Acquisition, including preservation	Prior to any acquisition, the city would consider the following market characteristics: a full evaluation of parcel size, zoning & allowable land uses, proximity to Target Areas, current land values, costs of maintenance (current and long term), projection of how quickly a project would be completed, availability of monies in which to purchase land.

Table 3 – Influence of Market Conditions

SP-35 Anticipated Resources

Introduction

The City of Moreno Valley utilizes a variety of Federal, State, and local funding sources to achieve identified community and housing strategies. Specific funding resources are based upon availability, opportunities, and constraints of each particular project or program. The City is committed to utilizing each funding source to its highest and best use, therefore, the City leveraged the resources identified in this section to facilitate various programs and projects. Specific resources available to address the needs identified in the Consolidated Plan are included under each program description. The following represents a list of resources the Neighborhood Preservation Division utilizes to address the Consolidated Plan goals.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,672,620	0	902,576	2,575,196	0	CDBG funding is intended to address the needs of low income person's areas within the City.

MV00195777

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	422,077	0	480,000	902,077	0	HOME funds are intended to address affordable housing and related needs.
Neighborhood Stabilization Program 1 & 3	Public – Federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New		(being calculated)				NSP Funds are intended to address affordable housing issues and related needs.

MV00195778

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
		construction for ownership						

Table 4 - Anticipated Resources

MV00195779

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied.

Moreno Valley will directly administer and oversee programs for CDBG, HOME, and NSP 1 and 3 as listed above. There are outside resources/programs offered by local and state entities. These additional resources include:

Emergency Solutions Grant (ESG) - Grant awarded by HUD to implement a broad range of activities that serve homeless persons. In FY 2012, Riverside County will be receiving approximately $696,668 in ESG funds from HUD. Program administered by the County for potential shelter renovation, shelter operation, Social Services, Homeless Prevention, and HMIS.

Housing Choice Vouchers - Rental assistance payments to owners of private market rate units on behalf of low income (50 percent MFI) tenants. Administered by the Housing Authority of the City of Riverside (HACR). Over 1,400 City households currently receive Section 8 housing vouchers.

Section 108 Loan - Provides loan guarantee to CDBG entitlement jurisdictions for pursuing large capital improvements or other projects. Jurisdiction must pledge future CDBG allocations for loan repayment. Loan amount can be up to five times jurisdiction's annual CDBG entitlement and may be used for: Acquisition, Rehabilitation, Homebuyer Assistance, Economic Development, Public Infrastructure

Mortgage Credit Certificate Program - Income tax credits available to first-time homebuyers to buy new or existing single family housing. Riverside County administers program on behalf of jurisdictions in the County.

Homebuyer Assistance Housing for Persons with AIDS (HOPWA) - Only federal housing program specifically designed to meet needs of people living with HIV/AIDS. The City of Riverside serves as local grantee. HOPWA is used for new shelter construction, rehabilitation, and acquisition.

Shelter Plus Care Program - Grants for rental assistance that are offered with support services to homeless with disabilities. Rental Assistance, Homeless Assistance, Support Services.

Supportive Housing Program (SHP) - Grants for development of supportive housing and support services to assist homeless persons in the transition from homelessness. Transitional Housing, Permanent Housing for Disabled, Supportive Housing, Support Services, Safe Havens.

State Programs

Low-income Housing Tax Credit (LIHTC) - Tax credits are available to persons and corporations that invest in low-income rental housing. Proceeds from the sale are typically used to create new housing.

Multi-Family Housing Program (MHP) - Deferred payment loans to local governments, non-profit developers and for-profit developers for new construction, rehabilitation and preservation of

permanent and transitional rental housing for lower income households. New Construction, Rehabilitation, Preservation

California Housing Finance Agency (CalHFA) Multi-Family Programs - Below market rate permanent financing for the acquisition/rehabilitation, preservation or new construction of rental housing that includes a portion of the units affordable to lower income households. New Construction, Rehabilitation, Acquisition of properties from 20 to 150 units, Preservation

California Housing Finance Agency (CalHFA) Home Mortgage Purchase Program - CalHFA sells tax-exempt bonds to make below market loans to first-time homebuyers. Program operates through participating lenders who originate loans for CalHFA.

Homebuyer Assistance CalHome Program - Grants to municipalities and nonprofit developers to assist first-time homebuyers in home purchase. Project loans for development of multi-unit homeownership
projects. Homebuyer Assistance New Construction (owner)

Matching Requirement

Entitlement cities receiving HOME funds are required to contribute a 25% match of non-HOME funds for every dollar of HOME funds spent. In general, as cities draw their HOME funds, they will incur a match liability, which must be satisfied by the end of each fiscal year. The HOME statute also provides a reduction of the matching contribution under three conditions: 1. fiscal distress, 2. severe fiscal distress, and 3. presidential disaster declarations. Moreno Valley has been identified by HUD as a fiscally distressed jurisdiction for several consecutive years and has been granted a 100-percent match reduction. The City anticipates that the 'fiscally distressed' classification to continue through the entire Consolidated Plan period.

In the past, Moreno Valley has actively leveraged its affordable housing projects, mostly with Redevelopment Set-aside funds. They city will continue its efforts to leverage projects with other available resources.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

APN	APPROX. ACREAGE	USE	SITE ADDRESS
291-191-027	0.88	Vacant Land	Alessandro and Day
291-191-028	0.33	Vacant Land	Alessandro and Day
291-191-029	0.37	Vacant Land	Alessandro and Day
291-191-026	0.14	Vacant Land	Alessandro and Day
291-191-025	0.23	Vacant Land	Alessandro and Day
291-191-007	0.29	Vacant Land	Alessandro and Day
291-191-008	1.57	Vacant Land	Alessandro and Day
291-191-009	1.55	Vacant Land	Alessandro and Day
291-191-010	1.00	Vacant Land	Alessandro and Day
291-191-011	1.00	Vacant Land	Alessandro and Day
291-191-012	0.24	Vacant Land	Alessandro and Day
291-191-013	0.82	Vacant Land	Alessandro and Day
481-270-058	1.30	Vacant Land	Eucalyptus
481-130-022	0.50	Vacant Land	24108 Fir Avenue
481-130-023	0.42	Vacant Land	24124 Fir Avenue

481-250-002	0.46	Vacant Land	24265 Meyers
481-250-003	0.91	Vacant Land	24265 Meyers
482-020-064	1.32	Vacant Land	24176 Atwood
482-161-021	4.01	Vacant Land	Cottonwood and Indian
482-161-022	1.18	Vacant Land	Cottonwood and Indian
482-161-024	2.30	Vacant Land	Cottonwood and Indian
482-161-023	1.13	Vacant Land	Cottonwood and Indian
485-032-013	0.20	Vacant Land	24181 John F. Kennedy
486-084-006	0.10	Vacant Land	Sheila Neighborhood
486-084-011	0.10	Vacant Land	Sheila Neighborhood

Discussion

In 2011, the California Legislature passed AB 1X26 to dissolve all redevelopment agencies (RDA(s)) in the state. After a period of litigation, RDAs were officially dissolved as of February 1, 2012. Prior to the dissolution on January 10, 2012, the City of Moreno Valley elected to serve as the successor agency to the RDA and approved a resolution providing that upon dissolution of the RDA all housing assets and functions of the RDA with regard to the Low and Moderate Income Housing Program would be transferred to the Moreno Valley Housing Authority (MVHA). On February 1, 2012, all housing assets of the former RDA were transferred by operation of law to the MVHA, along with all title and interest of the subject assets. The MVHA has the ability to engage in transactions which will promote the utilization of existing affordable housing resources and to pursue the development of potential additional affordable housing resources. One of the assets transferred to the MVHA is approximately 1.37 acres of land located at 24265 Myers Street. The MVHA has initiated discussions with a Habitat for Humanity for the construction of 10 single family dwelling units on this in-fill parcel. Once constructed the dwelling units will be sold at an affordable price to income qualified homebuyers. Land Banking of Vacant Property the City has developed a revitalization strategy around the Western-Central portion of Moreno Valley, commonly known as the Edgemont Area Revitalization Plan, to create

affordable housing opportunities and support ongoing revitalization efforts. The Edgemont Area is located within the NSP 3 target area and consists of multiple properties currently under a number of public and private ownerships. A majority of the area currently is either vacant or generally under-developed. The City plans to identify several vacant properties to acquire with NSP 3 funds through the land banking activity in an effort to assemble land for larger affordable housing projects.

SP-40 Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The institutional delivery system requires a diverse set of organizations in order to accomplish the Consolidated Plan goals. Coordination with other public and private agencies is necessary. The establishment of solid working relationships is key in being able to assist and enable service providers to better assist those in need. The City has worked to build cooperative relationships with surrounding jurisdictions and agencies, as well as nonprofit organizations. This has proven to be strength for Moreno Valley.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	
Legal Assistance	X	X	
Mortgage Assistance	X		
Rental Assistance	X		
Utilities Assistance	X		
Street Outreach Services			
Law Enforcement	X		
Mobile Clinics			
Other Street Outreach Services		X	
Supportive Services			
Alcohol & Drug Abuse		X	
Child Care	X	X	
Education	X	X	X
Employment and Employment Training	X	X	
Healthcare		X	X
HIV/AIDS			X
Life Skills	X	X	
Mental Health Counseling		X	X
Transportation	X	X	
Other			
			X

Table 6 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

Several service providers provide shelter and services to Moreno Valley homeless. In the past, the City has provided CDBG funding to the following organizations to assist the homeless: Community Assistance Program (Food Distribution), Lutheran Social Services (Transitional Living Program), Riverside County (Cold Weather Shelter), Gods Helping Hand (Food Distribution),'PW Enhancement Center (Emergency Motel Vouchers), Operation Safehouse (Emergency Youth Shelter), Alternatives to Domestic Violence (Emergency Shelter), God's Helping Hand (Food Distribution), Path of Life Shelter (Emergency and Transitional Housing) In addition, the City also participates in Riverside County's Continuum of Care Application.

The County has worked toward dealing with the chronic homeless population for a number of years through the Mental Health Homeless Intervention Team (HIT) program. The HIT Teams actively seek out homeless in the streets environment and other places were the homeless congregate. The teams work in areas of high homeless concentration. Support workers are trained to recognize the symptoms of mental illness and substance abuse. They also possess the interpersonal skills necessary to solicit and provide information in a friendly, respectful, non-threatening manner. They are familiar with all community resources that serve the homeless population, both public and private. At a minimum, all homeless persons contacted on the streets are provided with information and referral to program relevant to their particular needs. Once the chronic homeless persons have been identified, and if mentally ill and willing to participate, they are enrolled into a series of programs by the Department of Mental Health. Those suffering from substance abuse are referred to the existing programs, such as those provided by ABC Recovery, Phoenix House, Whiteside Manor, Cedar House and County Mental Health. Some of the mentally ill are referred to programs offered by Whiteside Manor and mental health clinics. All of these programs provide treatment and transitional housing. A number of these homeless service providers have applications up for renewal in the county's Continuum of Care application. In addition to County outreach services, CDBG funds public service providers who assist homeless persons with food distribution, counseling, or emergency voucher programs are often the primary source for referrals and assistance to homeless persons. Service providers provide homeless persons with referrals to emergency shelter programs and other service providers who can assist them with other issues such as substance abuse or mental illness. For unsheltered homeless persons, service providers are often the primary contact for assistance if the individual is not participating in a shelter program.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

The City has cooperative relationships with surrounding jurisdictions, diverse types of agencies, and nonprofits in order to meet consolidated plan goals. This coordination has lead to solid working relationships that assisted to enable all service providers to better assist those in need.

Non-Profit Organizations: The City utilizes a variety of nonprofit organizations to address community needs, such as homelessness, special needs, fair housing and food distribution services.

Public Housing Authority: The Riverside County Housing Authority continues to administer public housing and the Housing Choice Voucher Program (Section 8) for Moreno Valley residents. Issues relating to public housing are included in the Consolidated Plan for Riverside County. The City will work with the Riverside County Housing Authority when possible to improve the living environment of residents. The City will work with the Riverside County Housing Authority when possible to address the use of resident initiatives in public housing.

JPA: The City is a member of the March Joint Powers Authority (JPA). The JPA is a public entity created for the purpose of addressing the use, reuse, and joint use of realigned March ARB. The JPA approved a Homeless Assistance Program and is the location of 2 local transitional homeless facilities.

Coordination with those listed has led to solid working relationships that assisted to enable all service providers to better assist those in need and created a strong network of individual agencies working toward a common goal.

With the economic downturn, various organizations have experienced budget cuts, leading to decline in staff and hence services. This leads to gaps not only for the individual agency but also in the delivery system for the community. Staff cuts also translate to lost contacts and weakened working relationships between agencies.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

With resources becoming more and more limited, the City proposes to overcome gaps in institutional structure by:

1) Maintaining open communication with subgrantees and other consolidated planning partners;

2) Utilizing technology to share, distribute information, foster and maintain constant contact with community planning partners; and

3) Recommending and assisting to coordinate the use of volunteers (volunteer based organizations) in which to fill gaps where it logically makes sense.

SP-45 Goals Summary

Goals Summary Information

Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
Homeless Strategy	2013	2018	Homeless		Homeless		Homeless Person Overnight Shelter: 2250 Persons Assisted Homelessness Prevention: 250 Persons Assisted
Special Needs Strategy	2013	2018	Non-Homeless Special Needs		Special Needs		Public service activities other than Low/Moderate Income Housing Benefit: 15000 Persons Assisted
Housing Strategy	2013	2018	Affordable Housing		Affordable/Fair Housing		Public service activities for Low/Moderate Income Housing Benefit: 2500 Households Assisted Rental units constructed: 87 Household Housing Unit Rental units rehabilitated: 88 Household Housing Unit Direct Financial Assistance to Homebuyers: 5 Households Assisted

MV00195788

Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
							Housing Code Enforcement/Foreclosed Property Care: 5000 Household Housing Unit
Community & Economic Development Strategy	2013	2018	Non-Housing Community Development		Community & Economic Development		Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 250 Households Assisted Public service activities other than Low/Moderate Income Housing Benefit: 50000 Persons Assisted Jobs created/retained: 125 Jobs

Table 7 – Goals Summary

MV00195789

SP-50 Public Housing Accessibility and Involvement

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

The Housing Authority of the County of Riverside addresses the public housing needs of the cities within the region. Unfortunately, the assistance provided under its two primary affordable housing programs is limited. A review of the County Agency Five Year Plan (2009) showed an extensive Section 8 (Housing Choice Voucher) County-wide waiting list of 50,751 families and 66,663 families on the general Public Housing Countywide waiting list. The City of Moreno Valley will continue to coordinate for a review of the County's Agency Plan, and monitor the affordable housing needs of the area.

Activities to Increase Resident Involvements

Through its Public Housing Resident Initiatives (PHRI) and the Resident Opportunity and Self-Sufficiency funds (ROSS), the Riverside County Housing Authority seeks to facilitate the successful transition of residents from public housing residency to economic independence and/or from welfare-dependence to increased earning capacity or sustained work. These Initiatives build upon the efforts of the local welfare plan and other self-sufficiency efforts of the Housing Authority and target public housing residents who are receiving welfare assistance. The goals of the PHRI are to: reduce welfare dependence by assisting residents in returning to the work force in a job commensurate with their abilities; reduce poverty by assisting residents in increasing their self-sufficiency by enhancing their employment or earning potential; and to increase homeownership among public housing residents. Local partners including public agencies and community-based nonprofits, as well as faith-based organizations provide self-sufficiency services including: job training, employment opportunities, computer instruction, etc.

To assist first-time homebuyers, the Housing Authority has established a Homeownership Program (HP). The HP assists eligible participants in the Section 8 program, who are also participants of the FSS program by offering a single down payment assistance grant. In order to maximize the use of resources available to home seekers, the Housing Authority's program also targets families who take part in the Riverside County Economic Development Agency's (EDA) First Time Home Buyer Program (FTHB). In combination, the HP/FTHB partnership enables families to realize their dream of becoming homeowners by providing them with financial and other resources that they would not normally have access to. The new program for 2004 is optional only for FSS participants.

The Family-Self Sufficiency Program (FSS) was established to assist Section 8 residents and enables families to gain economic independence from all governmental assistance. There are currently 635 participating families. Supportive services offered to participating families include: Remedial Education and Classroom Training; Employment Training and Placement; Counseling/Case Management; Credit Counseling and Money Management; Child Care; and Transportation. For residents that require temporary loans, the Revolving Loan Fund (RLF) enables those program participants to obtain financial assistance for repairs of vehicles, the purchase of bus passes, childcare costs, and special educational needs such as scholarships.

Is the public housing agency designated as troubled under 24 CFR part 902?

No

Plan to remove the 'troubled' designation

The Housing Authority of the County of Riverside is not a "Troubled" PHA. The true and current rating for Public Housing is as a Standard Performer with applied strategies and policies to reach the goal of High Performer status. The true and current rating for Section 8 is as a High Performer with applied strategies and policies to maintain status as a high performer.

SP-55 Barriers to Affordable Housing

Barriers to Affordable Housing

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The City has identified barriers to affordable housing both in the public and in the private sectors. Moreno Valley plans to address each specific barrier as follows:

1. Public Sector Actions

Action 1.1 In order to affirmatively further fair housing, the City will establish a specific disability definition that is identical to the one in the Federal Fair Housing Act. The definition will be included in the Reasonable Accommodation Procedure.

Action 1.2 The Planning and Zoning Code will be revised to define transitional and supportive housing and to indicate the residential zones in which such housing is permitted.

Action 1.3 The City will adopt a reasonable accommodation procedure.

Action 1.4 The City will address special needs populations through the policies of the Consolidated Plan and Housing Element. In the Housing Element Update (to be adopted by October 2013), the City must address the needs of the developmentally disabled population. The City also will consider amending the Planning and Zoning Code to include a definition and development standards for special needs housing.

Action 1.5 The City will amend the Planning and Zoning Code by adding a senior housing definition.

2. Private Sector Actions

Action 2.1 The City and Fair Housing Council of Riverside County, Inc. will continue to offer to its residents fair housing services

Action 2.2 The City and Fair Housing Council of Riverside County, Inc. will arrange a meeting with IVAR's Fair Housing Committee, which meets the third Tuesday of every month, to explore fair housing topics.

Action 2.3 The Fair Housing Council - as part of its home buyer counseling services – will provide examples of how to detect "steering" during the home search process and how to detect "loan steering."

Action 2.4 The Fair Housing Council will add "how to read an appraisal report" to its homebuyer counseling services.

Action 2.5 The City and Fair Housing Council will annually monitor the HMDA data to establish long-term trends in loan denial rates.

Action 2.6 The City and Fair Housing Council will maintain an inventory of FHA and low down payment financed homes.

Action 2.7 The City and Fair Housing Council will monitor on a regular schedule the notices of default by address made available by the County Recorder's Office or through a subscription service.

Action 2.8 The City and Fair Housing Council will match the notices of default by address to the addresses of the low down payment financed homes.

Action 2.9 The Fair Housing Council will contact the borrowers in default and inform them of default and foreclosure counseling services available to homeowners at risk of losing their homes.

SP-60 Homelessness Strategy

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The County has worked toward dealing with the chronic homeless population for a number of years through the Mental Health Homeless Intervention Team (HIT) program. The HIT Teams actively seek out homeless in the streets environment and other places were the homeless congregate. The teams work in areas of high homeless concentration. Support workers are trained to recognize the symptoms of mental illness and substance abuse. They also possess the interpersonal skills necessary to solicit and provide information in a friendly, respectful, non-threatening manner. They are familiar with all community resources that serve the homeless population, both public and private. At a minimum, all homeless persons contacted on the streets are provided with information and referral to program relevant to their particular needs. Once the chronic homeless persons have been identified, and if mentally ill and willing to participate, they are enrolled into a series of programs by the Department of Mental Health. Those suffering from substance abuse are referred to the existing programs, such as those provided by ABC Recovery, Phoenix House, Whiteside Manor, Cedar House and County Mental Health. Some of the mentally ill are referred to programs offered by Whiteside Manor and mental health clinics. All of these programs provide treatment and transitional housing. A number of these homeless service providers have applications up for renewal in the county's Continuum of Care application. In addition to County outreach services, CDBG funds public service providers who assist homeless persons with food distribution, counseling, or emergency voucher programs are often the primary source for referrals and assistance to homeless persons. Service providers provide homeless persons with referrals to emergency shelter programs and other service providers who can assist them with other issues such as substance abuse or mental illness. For unsheltered homeless persons, service providers are often the primary contact for assistance if the individual is not participating in a shelter program.

Addressing the emergency and transitional housing needs of homeless persons

Several service providers provide shelter and services to Moreno Valley homeless. In the past, The City provides CDBG funding to the following organizations to assist the homeless:

- Community Assistance Program (Food Distribution)
- Lutheran Social Services (Transitional Living Program)
- PW Enhancement Center (Emergency Motel Vouchers)
- Operation Safehouse (Emergency Youth Shelter)
- Alternatives to Domestic Violence (Emergency Shelter)
- Path of Life Shelter (Emergency and Transitional Housing).

In addition, the City also participates in Riverside County's Continuum of Care.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

One of the City's highest priorities for the use of CDBG funds is to address the emergency shelter and transitional housing needs of homeless persons. The City will continue to fund applications for homeless shelters that serve the Moreno Valley homeless population. The City will assist homeless persons make the transition to permanent housing and independent living through continued support of affordable housing developments that will provide long term affordability covenants. Moreno Valley will sponsor programs such as Lutheran Social Services and Path of Life provide their participants with long term shelter under their transitional living programs but have been known to assist those threatened with homelessness by providing referrals and coordinating with other agencies to locate assistance for the families or individuals. The City also funded Alternatives to Domestic Violence Program which provides emergency shelter to persons who flee their homes due to domestic violence situations and Operation Safehouse, which houses runaway or endangered youth in various circumstances; providing a safe haven for children therefore keeping them off the streets. Emergency Rental/Mortgage Assistance is offered by: Catholic Charities and PW Enhancement. Emergency Shelters are located at: Alternatives to Domestic Violence and Operation Safehouse. Transitional Living Shelters are operated by: Lutheran Social Services and Path of Life.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

Moreno Valley does everything in its power to mitigate low-income families in need of assistance from becoming homeless. During the recession, many low-income families live paycheck to paycheck, which makes it difficult for them to pay for the basic necessities when an unexpected expense arises. Catholic Charities and PW Enhancement Center (PWEC) will provide residents with one-time emergency rental/mortgage assistance paid for through other grants funding sources that also helped prevent homelessness of families who missed a rent/mortgage payment due to extenuating circumstances. There are several programs administered by Riverside County that aid in the prevention of homelessness. For example, the Emergency Food and Shelter Program meets the needs of the hungry and homeless by providing funds to provide the following housing assistance, as determined by the Local Board in funded jurisdictions: lodging in a mass shelter or hotel; one month's rent or mortgage payment; one month's utility bill; and minimal repairs to allow a sheltering facility to function during the program year. On a regular basis the City provides referrals to persons in need. In cases where assistance was not available via City program, staff would often refer the inquiring party about the Riverside County offices and to their 211 Telephone Referral Program.

SP-65 Lead Based Paint Hazards

Actions to address LBP hazards and increase access to housing without LBP hazards

To help evaluate and reduce the number of housing units containing lead based paint hazards the City has two main courses of action: (1) the City has integrated evaluation and reduction activities into its housing programs, and (2) the City also provides public information and education concerning lead-based paint.

How are the actions listed above related to the extent of lead poisoning and hazards?

According to the 2005-2009 CHAS data, 20.98% of houses built in Moreno Valley before 1980 and are thereby in danger of containing lead based paint somewhere within the building.

How are the actions listed above integrated into housing policies and procedures?

Lead based paint issues are addressed via Moreno Valley's consumer loan/grant products: the City's Mobile Home Grant, the Homebuyers Assistance Program, Home Improvement Loan Programs, Neighborhood Stabilization Program 1, as well as within the HPRP Program. Participants of the consumer housing programs are all provided the 'Renovate Right Informational Booklet' (EPA740-K-10-001, dated April 2010) from the United States Environmental Protection Agency (U.S. EPA). Each participant signs a certification that they received and reviewed the booklet. A City staff member (Housing Specialist) who is assigned a project will make themselves available to answer any questions a participant may have concerning the lead based paint. During the course of a Home Improvement Loan Project, a City Building Inspector also discussed any issues found in a dwelling with the homeowner, and initiated further evaluation as necessary. If a home is participating in one of the referenced programs and was constructed prior to 1978, the City contracts with Home Safe for a lead-based paint inspection of the property. If the property is found to contain lead-based paint, mitigation measures are incorporated as a part of the revitalization work. Since a HAP loan is down payment assistance, the lead-based paint mitigations are the responsibility of the Seller prior to the transfer title. Both Buyer and Seller received the disclosure materials as a part of the loan application process. Under the HPRP program, the City and/or its non-profit subgrantees were required to become Certified Lead Based Paint Inspectors. As required by the Recovery Act, prior to a participant locating to a specific dwelling, information about the unit and the occupants is gathered and risks are assessed. If there is no apparent danger to the tenant, the unit is considered suitable and approved for habitat. If hazards are found, an alternate unit would need to be identified.

SP-70 Anti-Poverty Strategy

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The City has established several goals to reduce poverty among its population:

1. Economic Development and Job Creation/Retention. The City partners with the Inland Empire Small Business Development Center (SBDC) to provide small business counseling services to local businesses with the goal that the services will create and/or retain low and moderate income jobs. The Small Business Consultant holds temporary offices one day per week within the City to provide increased access to Moreno Valley residents. The City began a job training program in 2007 to train youth (18-22 years old) in the manufacturing and logistics industry. The provision of job training is seen as a critical component to encouraging economic self-sufficiency. During the term of the Consolidated Plan it is anticipated that employment training opportunities be expanded to include adults from older age groups.

2. Housing Programs. The City plans to offer programs in its strategy to produce and preserve affordable housing. The implementation of City programs such as the Homebuyer Assistance Program, the Home Improvement Loan Programs, and the Mobile Home Grant Program will assist in maintaining livable conditions for lower income persons. In addition, the City will continue to partner with Community Housing Development Organizations (CHDO) such as Habitat for Humanity and Riverside Housing Development Corporation (RHDC). Habitat for Humanity will assist in the development of new single-family houses for very low-income persons. The partnership with RHDC will be utilized to continue acquisition and rehabilitation of affordable rental housing units for low and very low income households. The development of additional senior housing is also anticipated during the term of the Strategic Plan. The City will also continue to explore relationships with for profit and non-profit housing developers to increase the supply of affordable multi-family housing units.

3. Public Service Providers. The City will continue to provide grant funding to various public service providers to assist low income individuals and households, special needs population, and the homeless population with access to critical services. These programs provide City residents opportunities to utilize programs at little or no cost, thereby reducing financial burden.

4. Coordination Efforts. The City's goal is to continue to collaborate with governmental and other social service agencies to assure the effective delivery of such services to low-income individuals. One example is the Riverside County Continuum of Care. The Continuum of Care group consists of several local non-profit agencies along with governmental agencies, such as the City of Moreno Valley, who meet periodically to share information, coordinate efforts to assist homeless persons and plan future activities. While the City's ability to directly reduce the number of households with incomes below the poverty line is limited, by utilizing multiple programs and working with county, private and non-profit agencies, the City will endeavor to reduce the number of households with incomes below the poverty line.

How is the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan?

The City's Anti-Poverty Strategy has a direct correlation to its Housing Strategy. Stable affordable housing enhances a family's ability to transition from poverty to self-sufficiency.

SP-80 Monitoring

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Monitoring serves as an effective tool to ensure that expenditures of funds are consistent with Federal requirements, CDBG National Objectives, and achieve program/project goals. The following outlines monitoring requirements for Moreno Valley CDBG program:

1) Subrecipients. When an organization becomes a City subrecipient, they must sign a contract with the City in which the various scopes of work, time lines, and documentation requirements are outlined. On a monthly basis, each Subrecipient must submit detailed information regarding the number, ethnicity, and income level of individuals benefiting from CDBG funds. Quarterly summary reports are required of some agencies in which further information is provided on activities accomplished during that quarter. The City conducts an on-site inspection of each agency at least once per year, preferably toward the end of the funding cycle.

2) Construction Projects. All construction projects comply with Federal Labor and Procurement Procedures as well as the various affirmative action, equal opportunity, and Section 3 requirements mandated by various federal and state laws. A Department Management Analyst oversees and reviews contract preparation at each step from bid preparation, contract document preparation, pre-construction meetings, and ongoing project inspections. All public notices that solicit bids for capital projects are submitted to minority newspapers such as El Chicano, the San Bernardino American and the Precinct Reporter in order to give minority-owned businesses the opportunity to bid on the CDBG capital projects. Multi-Family Affordable Housing Programs. The City requires property owners who have received HOME funds to recertify their tenant's eligibility annually. They report information and provide documentation related to the property, unit occupancy, tenant information and financial reporting. Forms and applicable documentation such as Federal income tax returns are to be completed by tenants of reserved (affordable) units and submitted with the report. If the unit was occupied by multiple tenants, then a copy of the application, rental agreement and the dates of residency must be provided. In addition, a copy of 'Determining Affordable Rent' is provided to the owner for the reserved units. A City building inspector will conduct a property inspection to determine if the property is in compliance with code requirements and in good condition. The City will work with a recertification consulting service to ensure that the information is accurate and complete.

CITY OF MORENO VALLEY

Annual Action Plan Update of the Consolidated Plan

July 1, 2013 – June 30, 2014

Expected Resources

AP-15 Expected Resources

Introduction

The City of Moreno Valley utilizes a variety of Federal, State, and local funding sources to achieve identified community and housing strategies. Specific funding resources are based upon availability, opportunities, and constraints of each particular project or program. The City is committed to utilizing each funding source to its highest and best use. Therefore, the City leveraged the resources identified in this section to facilitate various programs and projects. Specific resources available to address the needs identified in the Consolidated Plan are included under each program description. The following represents a list of resources the Neighborhood Preservation Division utilizes to address the Consolidated Plan goals. FEDERAL RESOURCES: Community Development Block Grant Program (CDBG), HOME Investment Partnership Program (HOME), Neighborhood Stabilization Program 1 (NSP1), Neighborhood Stabilization Program 3 (NSP3) NON-FEDERAL RESOURCES: General Funds.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,672,620	0	902,576	2,575,196	0	CDBG funding is intended to address the needs of low income persons areas within the City.

MV00195800

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	422,077	0	480,000	902,077	0	HOME funds are intended to address affordable housing and related needs.

Table 1 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Entitlement cities receiving HOME funds are required to contribute a 25% match of non-HOME funds for every dollar of HOME funds spent. In general, as cities draw their HOME funds, they will incur a match liability, which must be satisfied by the end of each fiscal year. The HOME statute also provides a reduction of the matching contribution under three conditions: 1. fiscal distress, 2. severe fiscal distress, and 3. presidential disaster declarations. Moreno Valley has been identified by HUD as a fiscally distressed jurisdiction for several consecutive years and has been granted a 100-percent match reduction. The City anticipates that the 'fiscally distressed' classification will continue through the entire Consolidated Plan period.

MV00195801

In the past, Moreno Valley has actively leveraged its affordable housing projects, mostly with Redevelopment Set-aside funds. Due to the fact that Redevelopment has been eliminated, these funds are no longer available. The City will continue its efforts to leverage projects with other available resources.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

In 2011, the California Legislature passed AB 1X26 to dissolve all redevelopment agencies (RDA(s)) in the state. After a period of litigation, RDAs were officially dissolved as of February 1, 2012. Prior to the dissolution on January 10, 2012, the City of Moreno Valley elected to serve as the successor agency to the RDA and approved a resolution providing that upon dissolution of the RDA all housing assets and functions of the RDA with regard to the Low and Moderate Income Housing Program would be transferred to the Moreno Valley Housing Authority (MVHA). On February 1, 2012, all housing assets of the former RDA were transferred by operation of law to the MVHA, along with all title and interest of the subject assets. The MVHA has the ability to engage in transactions which will promote the utilization of existing affordable housing resources and to pursue the development of potential additional affordable housing resources.

The following parcels were transferred from the former RDA to the Moreno Valley Housing Authority and will be used to provide affordable housing:

Redevelopment Agency-Owned Parcels for Affordable Housing Use

APN	APPROX. ACREAGE	USE	SITE ADDRESS	DISPOSITION
291-191-027	0.88	Vacant Land	Alessandro and Day	Housing Asset Transferred to MVHA
291-191-028	0.33	Vacant Land	Alessandro and Day	Housing Asset Transferred to MVHA
291-191-029	0.37	Vacant Land	Alessandro and Day	Housing Asset Transferred to MVHA
291-191-026	0.14	Vacant Land	Alessandro and Day	Housing Asset Transferred to MVHA
291-191-025	0.23	Vacant Land	Alessandro and Day	Housing Asset Transferred to MVHA
291-191-007	0.29	Vacant Land	Alessandro and Day	Housing Asset Transferred to MVHA
291-191-008	1.57	Vacant Land	Alessandro and Day	Housing Asset Transferred to MVHA
291-191-009	1.55	Vacant Land	Alessandro and Day	Housing Asset Transferred to MVHA
291-191-010	1.00	Vacant Land	Alessandro and Day	Housing Asset Transferred to MVHA
291-191-011	1.00	Vacant Land	Alessandro and Day	Housing Asset Transferred to MVHA
291-191-012	0.24	Vacant Land	Alessandro and Day	Housing Asset Transferred to MVHA
291-191-013	0.82	Vacant Land	Alessandro and Day	Housing Asset Transferred to MVHA
481-130-022	0.50	Vacant Land	24108 Fir Avenue	Housing Asset Transferred to MVHA

481-130-023	0.42	Vacant Land	24124 Fir Avenue	Housing Asset Transferred to MVHA
482-020-064	1.32	Vacant Land	24176 Atwood	Housing Asset Transferred to MVHA
485-032-013	0.20	Vacant Land	24181 John F. Kennedy	Housing Asset Transferred to MVHA
486-084-011	0.10	Vacant Land	Sheila Neighborhood	Housing Asset Transferred to MVHA
Total Acreage	**10.96**			

Land Banking of Vacant Property

The City has developed a revitalization strategy around the Western-Central portion of Moreno Valley, commonly known as the Edgemont Area Revitalization Plan, to create affordable housing opportunities and support ongoing revitalization efforts. The Edgemont Area is located within the NSP 3 target area and consists of multiple properties currently under a number of public and private ownerships. A majority of the area currently is either vacant or generally under-developed. The City plans to identify several vacant properties to acquire with NSP 3 funds through the land banking activity in an effort to assemble land for larger affordable housing projects.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
Homeless Strategy	2013	2018	Homeless		Homeless		Homeless Person Overnight Shelter: 450 Persons Assisted Homelessness Prevention: 50 Persons Assisted
Special Needs Strategy	2013	2018	Non-Homeless Special Needs		Community & Economic Development		Public service activities other than Low/Moderate Income Housing Benefit: 3000 Persons Assisted
Housing Strategy	2013	2018	Affordable Housing		Affordable/Fair Housing		Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 500 Households Assisted Rental units constructed: 17 Household Housing Unit Rental units rehabilitated: 18 Household Housing Unit Direct Financial Assistance to Homebuyers: 1 Households Assisted Housing Code Enforcement/Foreclosed Property Care: 1000 Household Housing Unit

MV00195804

Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
Community & Economic Development Strategy	2013	2018	Non-Housing Community Development		Community & Economic Development		Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 50 Households Assisted Public service activities other than Low/Moderate Income Housing Benefit: 10000 Persons Assisted Jobs created/retained: 16 Jobs

Table 2 – Goals Summary

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b)

The City anticipates providing a minimum of 35 units of affordable housing to extremely low, low and moderate income families during the upcoming program year. Currently under construction, the Hemlock Family Apartments will provide seventy seven new affordable multi-family units at full occupancy.

MV00195805

Projects

AP-38 Project Summary

Project Summary Information

Project Name	Target Area	Goals Supported	Needs Addressed	Funding
Lutheran Social Services - Amelia's Light Transitional Shelter		Homeless Strategy	Homeless	CDBG: $16,912
CDBG Program Administration		Community & Economic Development Strategy	Community & Economic Development	CDBG: $314,524
Fair Housing Services		Housing Strategy	Affordable/Fair Housing	CDBG: $20,000
Domestic Violence Services		Community & Economic Development Strategy	Community & Economic Development	CDBG: $8,562
Community Assistance Program (CAP) Food Pantry		Community & Economic Development Strategy	Community & Economic Development	CDBG: $33,062
The MoVan Senior Van Transportation Program		Special Needs Strategy	Special Needs	CDBG: $31,062
Operation Safehouse Shelter		Homeless Strategy	Homeless	CDBG: $9,062
P.W. Enhancement Center Emergency Services Program		Homeless Strategy	Homeless	CDBG: $17,062
Child Abuse Prevention & Education Program		Community & Economic Development Strategy	Community & Economic Development	CDBG: $8,562
Path of Life Shelter Program		Homeless Strategy	Homeless	CDBG: $16,912
The Salvation Army Food Pantry		Community & Economic Development Strategy	CEDD	CDBG: $8,562

MV00195806

The Assistance League's "Operation School Bell" Program		Community & Economic Development Strategy	Community & Economic Development	CDBG: $11,062
ARC of Riverside County's Moreno Valley Resource Center		Special Needs Strategy	Special Needs	CDBG: $6,062
CASA - Court Appointed Special Advocates Program		Community & Economic Development Strategy	Community & Economic Development	CDBG: $11,062
Foreclosure Prevention & Mitigation Counseling		Community & Economic Development Strategy	Community & Economic Development	CDBG: $10,000
211 of Riverside County		Community & Economic Development Strategy	Community & Economic Development	CDBG: $6,062
Smooth Transitions Pre-Employment Job Readiness Program		Community & Economic Development Strategy	Community & Economic Development	CDBG: $6,062
Lighthouse Treatment Center for Homeless Veterans		Homeless Strategy	Homeless	CDBG: $6,062
U.S. Veteran's Initiative		Homeless Strategy	Homeless	CDBG: $6,062
Fair Housing Council Landlord-Tenant Mediation Program		Community & Economic Development Strategy	Community & Economic Development	CDBG: $17,892
Catholic Charities Emergency Services Program		Homeless Strategy	Community & Economic Development	CDBG: $16,062
Moreno Valley Police Department Holiday Cheer Program		Community & Economic Development Strategy	Community & Economic Development	CDBG: $4,753
Habitat for Humanity Mobile Home Rehab		Housing Strategy	CEDD	CDBG: $10,000
Neighborhood Code Enforcement		Housing Strategy	Community & Economic Development	CDBG: $284,767
Code Enforcement Foreclosure Team		Housing Strategy	Community & Economic Development	CDBG: $98,042

MV00195807

Recruitment Assistance at the Employment Resource Center (ERC)		Community & Economic Development Strategy	Community & Economic Development	CDBG: $173,216
Moreno Valley Business Incubator		Community & Economic Development Strategy	Community & Economic Development	CDBG: $273,754
Inland Empire Small Business Development Center		Community & Economic Development Strategy	Community & Economic Development	CDBG: $50,000
Sunnymead Boulevard Storm Drain (Between Indian and SR60 Perris Blvd Off ramp		Community & Economic Development Strategy	Community & Economic Development	CDBG: $800,000
Edgemont (Exterior Rehab) Beautification Program		Housing Strategy	Community & Economic Development	CDBG: $300,000
HOME Program Administration		Community & Economic Development Strategy	Community & Economic Development	HOME: $42,207
Future Multi Family Affordable Housing Project		Housing Strategy	Affordable/Fair Housing	HOME: $796,558
CHDO Set Aside Funding		Housing Strategy	Affordable/Fair Housing	HOME: $63,312

Table 3 – Project Summary

MV00195808

AP-35 Projects

Introduction

The City of Moreno Valley has selected a variety of projects aimed at meeting the goals and priority needs established in the Consolidated Plan. The City has allocated the maximum 15% Public Service cap for a total of 20 public service projects funded for FY 13/14. The 20% Administration cap will be utilized for staffing, administration, and Fair Housing activities. The remaining 65% will fund a variety of Economic Development, Code Enforcement and Rehabilitation activities.

#	Project Name
1	CDBG Program Administration
2	Lutheran Social Services - Amelia's Light Transitional Shelter
3	Fair Housing Services
4	Domestic Violence Services
5	Community Assistance Program (CAP) Food Pantry
6	The MoVan Senior Van Transportation Program
7	Operation Safehouse Shelter
8	P.W. Enhancement Center Emergency Services Program
9	Child Abuse Prevention & Education Program
10	Path of Life's King Hall Transitional Shelter Program
11	The Salvation Army Food Pantry
12	The Assistance League's "Operation School Bell" Program
13	ARC of Riverside County's Moreno Valley Resource Center
14	CASA - Court Appointed Special Advocates Program
15	Foreclosure Prevention & Mitigation Counseling
16	211 of Riverside County
17	Smooth Transitions Pre-Employment Job Readiness Program
18	Lighthouse Treatment Center for Homeless Veterans
19	U.S. Veteran's Initiative
20	Fair Housing Council Landlord-Tenant Mediation Program
21	Catholic Charities Emergency Services Program
22	Moreno Valley Police Department Holiday Cheer Program
23	Habitat for Humanity Helping Hands Mobile home Rehab Program
24	Neighborhood Code Enforcement
25	Code Enforcement Foreclosure Team
26	Recruitment Assistance at the Employment Resource Center (ERC)
27	Moreno Valley Business Incubator
28	Inland Empire Small Business Development Center
29	Sunnymead Boulevard Storm Drain (Between Indian and SR60 Perris Blvd Off ramp
30	Edgemont (Exterior Rehab) Beautification Program

#	Project Name
31	HOME Program Administration
32	Future Multi Family Affordable Housing Project
33	CHDO Set Aside Funding

Table 4 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

In establishing the Priority Needs the City considered the overall program objectives at the Federal and local levels. Moreno Valley seeks to meet the Federal national objective of providing benefit to the low and moderate income, removing area slum and blight, and meeting urgent or emergency community needs. The City also seeks to prioritize in a way that can assist goals set by the City Council including: Revenue Diversification & Preservation, Public Safety, Positive Environment Community Image, Neighborhood Pride & Cleanliness. Every year, in accordance with HUD's requirements, Moreno Valley re-evaluates and updates its program specific Objectives & Policies to ensure they adequately reflect the current needs of the community.

The City chose to develop priorities that would primarily assist low-income families and individuals within the Community - Homelessness, Special Needs, Affordable/Fair Housing, and community & Economic Development. Based on needs assessment and community input, the priorities are assigned a level from High to Low. Funding allocations are then directed towards high level priorities.

AP-50 Geographic Distribution

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

There are sixteen (16) low and moderate census tracts or CDBG Target Areas located within four Moreno Valley City Council Districts. Each census tract contains at least 51% of residents who qualify as low and moderate income. The areas encompass neighborhoods mostly in the central and western portions of the City and are locally referred to as Central Sunnymead, Edgemont, Eastgate and Warner Ranch.

Rationale for the priorities for allocating investments geographically

Prior to allocating funding, staff will consider if a project or program will physically be located within a designated CDBG Target Area, and whether the program will directly benefit the low to moderate income population that lives in the area. The City will consider the current poverty level or each area, which will act as a measure of "Need". Staff will also take into account need based on public demand or outcry, recommendations of City departments (such as Code Enforcement, Capital Projects or the Police Department), reports from CDBG Subgrantees which track referrals and measure trends in service levels, and recommendations of other local entities (Continuum of Care, Department of Social Services, Housing Authority, etc.).

Discussion

In general, CDBG Target Areas are the focus of funding priority because they typically include the older sections of the City where much of the building stock and housing stock, as well as infrastructure, is deteriorated or fails to meet current standards. Many structures are in need of minor or major rehabilitation with some structures in need of extensive reconstruction. The areas tend to lack adequate drainage systems, water lines, street lighting, and street improvement.

Affordable Housing

AP-55 Affordable Housing

Introduction

One Year Goals for the Number of Households to be Supported Through	
Homeless	0
Non-Homeless	35
Special-Needs	0
Total	35

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	35
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	35

Table 7 - One Year Goals for Affordable Housing by Support Type

Discussion

The Hemlock Family Apartments are currently under construction and will provide 77 new affordable multi-family units for very-low to moderate income families. This project does not specifically target the homeless or special needs categories.

AP-60 Public Housing

Introduction

The Housing Authority of Riverside County addresses the public housing needs of the cities within Riverside County. Unfortunately, the assistance provided under its two primary affordable housing programs is limited. A review of the County Agency Five Year Plan (2009) showed an extensive Section 8 (Housing Choice Voucher) Countywide waiting list of 50,751 families and 66,663 families on the general public housing countywide waiting list. There are currently 66 public housing units within the City.

Actions planned during the next year to address the needs to public housing

The City of Moreno Valley will continue to coordinate for a review of the County Agency's Plan, and monitor the affordable housing needs of the area. The City reviews proposed development sites, the comprehensive plan, and any proposed demolition or disposition of public housing developments.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Several activities are conducted by the Housing Authority to encourage public housing residents to become more involved in management and to participate in homeownership opportunities. Through its Public Housing Resident Initiatives (PHRI) and the Resident Opportunity and Self-Sufficiency funds (ROSS), the Housing Authority seeks to facilitate the successful transition of residents from public housing residency to economic independence and/or from welfare-dependence to increased earning capacity or sustained work. The goals of the PHRI are to reduce welfare dependence by assisting residents in returning to the work force in a job commensurate with their abilities, reduce poverty by assisting residents in increasing their self-sufficiency by enhancing their employment or earning potential, and to increase homeownership among public housing residents.

The Housing Authority has established a Homeownership Program (HP) that assists eligible Section 8 program participants by offering a single down payment assistance grant. In order to maximize the use of resources available to home seekers, the Housing Authority's program also targets families who take part in the Riverside County Economic Development Agency's (EDA) First Time Home buyer Program (FTHP). In combination, the HP/FTHB partnership enables families to realize their dream of becoming homeowners .

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The PHA is not designated as troubled. The true and current rating for Public Housing is as a Standard Performer with applied strategies and policies to reach the goal of High Performer status. The true and current rating for Section 8 is as a High Performer with applied strategies and policies to maintain the current status.

AP-65 Homeless and Other Special Needs Activities

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Riverside County has worked toward dealing with the chronic homeless population for a number of years through the Mental Health Homeless Intervention Team (HIT) program. The HIT Team actively seek out homeless living on the streets and in unsheltered locations of congregation. The teams work in areas of high homeless concentration. Support workers are trained to recognize the symptoms of mental illness and substance abuse. They also possess the interpersonal skills necessary to solicit and provide information in a friendly, respectful, non-threatening manner. They are familiar with all community resources that serve the homeless population, both public and private. At a minimum, all homeless persons contacted on the streets are provided with information and referrals to programs relevant to their particular needs. Once the chronic homeless persons have been identified, and if mentally ill and willing to participate, they are enrolled into a series of programs by the Department of Mental Health. Those suffering from substance abuse are referred to the existing programs, such as those provided by ABC Recovery, Phoenix House, Whiteside Manor, Cedar House, and County Mental Health. All of the noted programs provide treatment and transitional housing. A number of these homeless service providers have applications up for renewal in the County's Continuum of Care application. In addition to County outreach services, CDBG funds a variety of public service providers who assist homeless persons with food distribution, counseling, or emergency voucher programs. These social service programs are often the primary source for referrals and assistance to homeless persons. For unsheltered homeless persons, service providers are often the primary contact for assistance if the individual is not participating in a shelter program.

Addressing the emergency shelter and transitional housing needs of homeless persons

Several service providers provide shelter and services to Moreno Valley homeless. In the past, the City has provided CDBG funding to the following organizations to assist the homeless:

Community Assistance Program (food distribution); Lutheran Social Services (transitional living program); Riverside County DPSS (cold weather shelter); God's Helping Hand (food distribution); P.W. Enhancement Center (motel vouchers); Operation Safehouse (youth shelter); Alternatives to Domestic Violence (emergency shelter); and Path of Life Ministries (transitional shelter). In addition, the City also participates in Riverside County's Continuum of Care Application. The City's entitlement contribution toward the Countywide program is approximately $220,000 per year.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

One of the City's highest priorities for the use of CDBG funds is to address the emergency shelter and transitional housing needs of homeless persons. The City will continue to fund applications for homeless shelters that serve the Moreno Valley homeless population. The City will assist homeless persons make the transition to permanent housing and independent living through continued support of affordable programs such as Lutheran Social Services and Path of Life, both of which provide their participants with long term shelter under their transitional living programs. Additionally, the aforementioned frequently assist those threatened with homelessness by providing referrals and coordinating with other agencies to locate assistance for the family or individual. The City also funds Alternatives to Domestic Violence, which provides emergency shelter to victims of domestic abuse, and Operation Safehouse, which provides shelter to run-away and/or homeless youth. Emergency rental assistance and first month's rent assistance is available through Catholic Charities and P.W. Enhancement Center.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Moreno Valley does everything in its power to mitigate low-income families in need of assistance from becoming homeless. During and since the recession, many low-income families live paycheck to paycheck, which makes it difficult for them to pay for the basic necessities when an unexpected expense arises. Catholic Charities and P.W. Enhancement Center provide residents with one-time emergency rental assistance paid for through other grant funding sources that also helped prevent homelessness of families who missed a rent/mortgage payment due to extenuating circumstances. There are several programs administered by Riverside County that aid in the prevention of homelessness. For example, the Emergency Food and Shelter Program meets the needs of the hungry and homeless by providing funds to provide the following housing assistance: lodging in a mass shelter or hotel; one month's rent or mortgage payment; one month's utility bill payment; minimal repairs to allow a sheltering facility to function during the program year. On a regular basis, the City provides referrals to persons in need. In cases where assistance was not available via City program, staff would often refer the inquiring party to 211 Riverside County.

AP-75 Barriers to affordable housing

Introduction

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City plans to address identified barriers to affordable housing as follows:

1. Housing for Disabled Persons - Disability Definition. In order to affirmatively further fair housing, the City will establish a specific disability definition that is identical to the one in the Federal Fair Housing Act. The definition will be included in the Reasonable Accommodation Procedure.

2. Housing for Disabled Persons - Supportive Services. The Planning and Zoning Code will be revised to define transitional and supportive housing and to indicate the residential zones in which such housing is permitted.

3. Housing for Disabled Persons - Reasonable Accommodation Procedure. The City will adopt a reasonable accommodation procedure.

4. Special Needs Populations - The City will address special needs populations through the policies of the Consolidated Plan and Housing Element. In the Housing Element Update (to be adopted by October, 2013), the City must address the needs of the developmentally disabled population. The City will also consider amending the Planning and Zoning Code to include a definition and development standards for special needs housing.

5. Senior Housing Impediment - The City will amend the Planning and Zoning Code by adding a senior housing definition. Many cities define senior housing as follows: Senior citizen housing shall mean a housing development consistent with the California Fair Employment and Housing Act (Government Code Section 12900 et. seq., including 12955.9 in particular), which has been "designed to meet the physical and social needs of senior citizens:, and which otherwise qualifies as "housing for older persons" as that phrase is used in the Federal Fair Housing Amendments Act (42 U.S.C. 3608(b)) and implementing regulations and as that phrase is used in California Civil Code Section 51.2 and 51.3.

AP-85 Other Actions

Actions planned to foster and maintain affordable housing

All of the City assisted affordable housing projects have long term (40-50) year covenants which protect and preserve the affordability period for low income persons. The City does not anticipate a loss to the existing affordable housing inventory.

Actions planned to reduce lead-based paint hazards

To address lead paint hazards, the city has 2 main courses of action: (1) the City has integrated evaluation and reduction activities into its housing programs, and (2) the City also provides public information and education concerning lead-based paint. Participants of consumer loan/rehab programs are provided with the Renovate Right Informational Booklet (EPA740-K-10-001, dated April 2010) from the EPA. Each participant must sign an acknowledgement that they have received and read the booklet. Homes built prior to 1978 will receive a lead-based paint hazards inspection prior to the rehabilitation, and any remediation will be required as part of the rehabilitation project. For homebuyer projects, both the buyer and seller are provided with information on lead hazards and any mitigation are made the responsibility of the seller.

Actions planned to reduce the number of poverty-level families

Moreno Valley's Anti-Poverty Strategy includes the utilization of a variety of programs that, when coupled with other community programs and resources, and working with local agencies (County, private, and nonprofit) can help reduce the number of persons with incomes below the poverty line. The City aims to provide opportunities to reduce the financial burden for the lower income population and assist to maintain livable conditions through economic development and job creation, the provision of affordable housing, the use of nonprofit organizations providing basic needs services, and a coordination of efforts

Actions planned to develop institutional structure

The City of Moreno Valley benefits from a solid institutional structure and relationships with various local public and private agencies. In the upcoming year, City staff will continue to work at strengthening its dialogue with Riverside County agencies such as the Departments of Mental Health and Public Social Services, specifically to address regional homeless issues. Staff will continue to serve on the Steering Committee for the Continuum of Care Consortium which provides opportunities to network with local public and non-profit agencies. The City will also remain a member of the March Joint Powers Authority, created for the repurposing of the March Air Reserve Base. The base currently housed 3 transitional housing programs for homeless persons and families. The City also participates with the Moreno Valley Multi Agency Collaborative which is organized through the local school district and has members from the community, faith based organizations, health care industries, transportation industries and nonprofit social service programs. Finally, the City will maintain open dialogue with the Riverside County Housing Authority and focus on the use of resident initiatives in public housing.

Actions planned to enhance coordination between public and private housing and social service agencies

The City's goal is to continue to establish collaborative relationships between governmental and social service agencies to assure the effective delivery of services to low-income individuals. One example is the Riverside County Continuum of Care. The Continuum of Care group consists of several local non-profits and local governmental agencies, such as the City of Moreno Valley, who meet periodically to share information, coordinate efforts to assist homeless persons and plan future activities. While the City's ability to directly reduce the numbers of household with incomes below the poverty line is limited, the City will attempt to reduce the number by utilizing multiple programs and working with the county, private and non-profit agencies.

Program Specific Requirements

AP-90 Program Specific Requirements

Introduction

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220.(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220.(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:
   Not applicable.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:
   The City of Moreno Valley will not be utilizing HOME funds during FY 13/14 for homebuyer activities.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:
   The City has no plans to refinance existing debt secured by multifamily housing rehabilitated with HOME funds during the upcoming program year FY 13/14.

ATTACHMENT 3

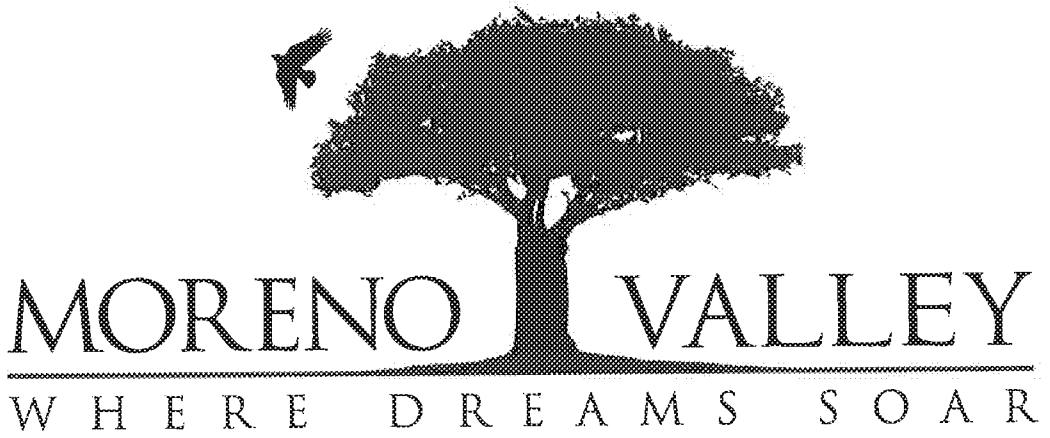

CITY OF MORENO VALLEY

Analysis of Impediments to Fair Housing Choice and Fair Housing Action Plan

July 1, 2013 through June 30, 2018

Section 1

SECTION 1 - INTRODUCTION

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SECTION 1 - INTRODUCTION

A. AFFIRMATIVELY FURTHERING FAIR HOUSING (AFFH) CERTIFICATION

An Affirmatively Furthering Fair Housing (AFFH) certification is required of communities that administer the following U.S. Department of Housing and Urban Development (HUD) Community Planning and Development (CPD) programs:

- Community Development Block Grants (CDBG)
- Home Investments Partnership Program (HOME)
- Emergency Shelter Grants (ESG)
- Housing Opportunities for People with AIDS Program (HOPWA)

The AFFH certification states that the community receiving HUD funds:

> "*...will affirmatively further fair housing ... by conducting an analysis to identify impediments to fair housing choice within its jurisdiction, taking appropriate actions to overcome the effects of any impediments identified through the analysis, and maintaining records reflecting the analysis and actions in this regard.*"

The City of Moreno Valley annually receives CDBG and HOME funds. The AFFH certification is one of several certifications that are included in the City's Consolidated Plan and Annual Action Plans, which are submitted to HUD for approval prior to receipt of the CDBG and HOME funds.

HUD interprets the board objectives of the AFFH obligation to mean:

- Analyze and eliminate housing discrimination in the jurisdiction.
- Promote fair housing choice for all persons.
- Provide opportunities for inclusive patterns of occupancy regardless of race, color, religion, sex, familial status, disability and national origin.
- Promote housing that is structurally accessible to, and usable by, all persons, particularly persons with disabilities.
- Foster compliance with the nondiscrimination provisions of the Fair Housing Act.

The first requirement of the AFFH certification is satisfied by the following:

- Conducting an analysis of impediments to fair housing choice. This is commonly called the AI.
- Identify appropriate actions to overcome the effects of identified impediments. This is accomplished through preparation of a fair housing action plan.

It is the responsibility of the City to "take" the actions identified in the fair housing action plan and to "maintain records on the actions taken".

HUD's Consolidated Plan Review Guidance (i.e., Checklist) explains that the following guidance should be used by HUD Community Planning and Development (CPD) representatives to determine if the Certification is *not* satisfactory:

- Disregard of regulatory requirements to conduct an analysis of impediments to fair housing choice, take appropriate actions to address identified impediments, or maintain adequate records on the steps taken to affirmatively further fair housing in the jurisdiction.

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- Lack of action taken on outstanding findings regarding performance under affirmatively furthering fair housing certification requirements of the Consolidated Plan or the Community Development Block Grant Program.

More specifically, HUD has issued the following guidance:

> HUD can require the submission of an AI in the event of a complaint or as part of routine monitoring. If, after reviewing all documents and data, HUD concludes that
> (1) the jurisdiction does not have an AI;
> (2) an AI was substantially incomplete;
> (3) no actions were taken to address identified impediments;
> (4) the actions taken to address identified impediments were plainly inappropriate; or
> (5) the jurisdiction has no records
> the Department would notify the jurisdiction that it believes the certification to be in-accurate, or, in the case of certifications applicable to the CDBG program, the certification is not satisfactory to the Secretary.
>
> Source: Memorandum from Nelson R. Bregon, General Deputy Assistant Secretary for Community Planning and Development to CPD Office Directors, FHEO HUB Directors, FHEO Program Center Directors and FHEO Equal Opportunity Specialists, September 2, 2004, page 2

HUD also has stated:

> Rejection of the certification provides the basis for HUD to disapprove the jurisdiction's Consolidated Plan.
>
> Source: U.S. Department of Housing and Urban Development, Office of Community Planning and Development, *Fair Housing for HOME Participants*, May 2005, page 1

The way HUD determines compliance with the AFFH Certification is through a review of the City's Consolidated Annual Performance and Evaluation Report (CAPER). In the CAPER, City submits a narrative statement on actions taken to affirmatively further fair housing during the prior program year (July 1 to June 30).

HUD has issued the following guidance:

> Once the jurisdiction completes the AI, it must report on its implementation by summarizing the impediments identified in the analysis and describing the actions taken to overcome the effects of the impediments identified through the analysis in its Consolidated Annual Performance and Evaluation Report (CAPER). Although AIs are not submitted or approved by HUD, each jurisdiction should maintain its AI and update the AI annually where necessary. Jurisdictions may also include actions the jurisdiction plans to take to overcome the effects of impediments to fair housing choice during the coming year in the Annual Plan that is submitted as part of the Consolidated Plan submission.
>
> Source: Memorandum from Nelson R. Bregon, General Deputy Assistant Secretary for Community Planning and Development to CPD Office Directors, FHEO HUB Directors, FHEO Program Center Directors and FHEO Equal Opportunity Specialists, September 2, 2004, page 2

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B. MEANING AND SCOPE OF FAIR HOUSING IMPEDIMENTS

What is an impediment? According to HUD, impediments are --

> *Any actions, omissions, or decisions taken* ***because of*** *race, color, religion, sex, disability, familial status, or national origin which restrict housing choices or the availability of housing choices. (Intent)*
>
> *Any actions, omissions, or decisions which* ***have the effect*** *of restricting housing choices or the availability of housing choices* ***because of*** *race, color, religion, sex, disability, familial status, or national origin. (Effect)*

A lack of affordable housing in and of itself, HUD has pointed out, is not an impediment to fair housing choice, unless it creates an impediment to housing choice *because* of membership in a protected class.

Impediments may exist due to one or more of the following:

- Saying or doing something openly discriminatory.
- Treating some people differently than others because of their protected class.
- A policy that on its face seems neutral, but has a disparate impact on members of a protected class.

There are two types of impediments – private and public impediments. The nature and scope of private sector impediments are essentially actions or practices that are prohibited by the following fair housing laws:

- 1968 Federal Fair Housing Act
- 1988 Federal Fair Housing Act
- 1974 Federal Equal Credit Opportunity Act
- 1959 State Unruh Civil Rights Act
- 1977 Housing Financial Discrimination Act
- 1980 State Fair Employment and Housing Act

These laws prohibit housing discrimination, discriminatory advertising, blockbusting, steering, denial of reasonable accommodations, redlining, and other unlawful practices.

California's Fair Employment and Housing Act states it is unlawful:

> To discriminate through *public* or private *land use practices*, *decisions*, and *authorizations* because of race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income, or ancestry. Discrimination includes, but is not limited to, restrictive covenants, *zoning laws*, *denials of use permits*, and *other actions authorized under the Planning and Zoning Law* (Title 7 (commencing with Section 65000)), that make housing opportunities unavailable. [Emphasis added]

Examples of public sector impediments include a definition of "family" inconsistent with fair housing laws, conditional use permit requirements for housing for the disabled, and the lack of a reasonable accommodation procedure.

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C. PARTICIPANTS IN THE AI

The lead agency for preparation of the *AI* and *Fair Housing Action Plan* is the Business Support and Neighborhood Programs Division of the Community and Economic Development Department. Valuable input to the AI/FHAP was provided by:

- Building & Safety Division
- Planning Department
- Fair Housing Council of Riverside County, Inc.

The Fair Housing Council will have the primary responsibility for addressing many of the private sector impediments. The City will amend its agreement with the Fair Housing Council in order to describe the actions to be accomplished by the Council.

The Planning Department will address many of the public sector impediments. Some of these impediments were identified in the City's *2008-2014 Housing Element of the General Plan.*

D. PUBLIC PARTICIPATION

HUD has stated that because fair housing planning is a component of the Consolidated Plan, the citizen participation requirements for the Consolidated Plan (24 CFR 91) applies to the preparation of the AI and Fair Housing Action Plan.

Source: U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, *Fair Housing Planning Guide*, Volume 1, March 1996, page 4-3.

1. Fair Housing Workshops

Fair housing workshops were held on October 29, 2012 and November 14, 2012. The first workshop was attended by residents and public service agencies. An overview of the scope and purpose of the AI was given to the attendees. Housing concerns mentioned at the workshop primarily pertained to the great need for rental assistance. On-site apartment resident managers were invited to the second focus group workshop. The Fair Housing Council distributed information on fair housing training to those in attendance. The main concern raised at the focus group workshop was reasonable accommodations, particularly the issue of reasonable accommodation requests to smoke marijuana and cultivate it on the site.

A third workshop was held at City Hall on February 27, 2013. At this workshop, the Fair Housing Council provided training to resident apartment managers. Additional workshops will be conducted in the future to address the impediments identified in the *AI*. During the course of completing the AI, the City has assembled the names, addresses, phone numbers and e-mail addresses of the resident apartment managers. As a result, the City and Fair Housing Council will be able to directly inform the managers on how to address fair housing impediments such as the lack of a written policy on the accommodation of service and companion animals for disabled persons. Additionally, information on emerging fair housing issues will be provided to the managers on an as-needed basis.

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2. Resident Fair Housing Survey

A major effort was undertaken by the City and Fair Housing Council to obtain public participation through the completion of a fair housing survey. The purpose of the survey was to obtain resident opinions on housing discrimination. Respondents, for instance, were asked whether they thought housing discrimination exists in Moreno Valley and to give examples of discriminatory practices. Additionally, information was obtained on the characteristics of the respondents in order to compare them to those of City's entire population.

The Fair Housing Council administered the survey by posting it on its website, through telephone surveys and talking with visitors to its offices, and also at events located in the City. The survey results will be available in March 2013. The survey instrument is reproduced on pages 7 and 8.

E. REPORT FORMAT

Besides this Introduction, the Report includes the following Sections:

Section 2 – Fair Housing Progress Report: The prior *Analysis of Impediments to Fair Housing Choice* contained actions that were scheduled to be taken during the 2008-2013 time period. Section 2 describes the actions taken during the past five years to eliminate or ameliorate the identified impediments.

Section 3 – Fair Housing Action Plan: This Section presents a new multi-year *Fair Housing Action Plan*. There are two impediment categories – public sector and private sector impediments. A summary description is given of each identified impediment. The actions the City plans to have its fair housing provider undertake are described in the *Fair Housing Action Plan*. Additionally, actions to be taken by the City are described in Section 3. Finally, actions are described to address affirmatively furthering fair housing through the location of affordable housing.

Appendix A – Fair Housing Community Profile: This Appendix presents demographic information on general housing and population characteristics, population growth in Moreno Valley, demographics of the protected classes, household income for different racial groups and Hispanic households, and other information.

Appendix B – Private Sector Fair Housing Analysis: This Appendix presents information on private sector impediments such as housing discrimination, blockbusting, discriminatory advertising, denial of reasonable accommodations or modifications, hate crimes and unfair lending.

Appendix C - Public Sector Fair Housing Analysis: This Appendix describes the public sector impediments. These impediments were identified through a survey regarding local governmental codes or policies and practices that may result in the creation or perpetuation of one or more impediments to fair housing choice. The survey has a particular focus on land use and zoning regulations, practices and procedures that can act as barriers to the situating, development, or use of housing for individuals with disabilities. It also touches on areas that may affect fair housing choice for families with children or otherwise serve as impediments to full fair housing choice.

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Appendix D – AFFH Through the Location of Affordable Housing: A lack of affordable housing in and of itself, HUD has pointed out, is not an impediment to fair housing choice, unless it creates an impediment to housing choice *because* of membership in a protected class. However, recent court cases and recent events have demonstrated that the location of affordable housing is regarded as a means of AFFH. This Appendix describes the characteristics of the census tracts in which affordable housing is located.

Appendix E – Persons Consulted and Data Sources: The Appendix lists all the persons consulted and the data sources which were used to prepare the *AI and Fair Housing Action Plan.*

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City of Moreno Valley - Resident Fair Housing Survey

Please check the appropriate box.

1. What is your living situation?

   - ❑ I own a home
   - ❑ I rent

2. What is your type of household?

   - ❑ Married couple with children
   - ❑ Married couple without children
   - ❑ Female householder with children
   - ❑ Male householder with children
   - ❑ Other

3. Do you or any member of your household have a disability?

   - ❑ Yes
   - ❑ No

4. Have you ever experienced housing discrimination while a resident of Moreno Valley?

   - ❑ Yes, I have
   - ❑ I think I may have
   - ❑ No, I have not (if you check this box go to questions 8-11)
   - ❑ I don't know (if you check this box go to questions 8-11)

5. Why do you believe you were discriminated against? Because of your -

❑ Race	❑ Color	❑ Religion
❑ National Origin	❑ Ancestry	❑ Gender
❑ Marital Status	❑ Family Status (because of your children)	❑ Disability
❑ Sexual Orientation	❑ Source of Income (i.e., welfare)	❑ Age
❑ Other		

6. Which of the following best describes the person who discriminated against you?

   - ❑ My landlord/property manager
   - ❑ A real estate agent
   - ❑ A mortgage loan officer
   - ❑ A home owner's insurance agent
   - ❑ City staff

   Other:_____

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7. What did that person do to discriminate against you?

- ❑ Would not allow me to modify my apartment unit to meet my needs.
- ❑ Would not allow me to have my service (or companion) animal even though I need one.
- ❑ Manager would not rent to me because I have children.
- ❑ Told me the apartment unit was not available when I called even though I later found out it was.
- ❑ Showed me homes to buy in neighborhoods that I did not want to see.
- ❑ Told me that certain people were moving into the neighborhood and suggested that I sell my home.
- ❑ Manager made negative comments about my race.
- ❑ Manager told me the 2-bedroom unit I wanted to rent was too small because each of my kids needs a separate bedroom.
- ❑ Offered me loans at too high an interest rate.
- ❑ Offered me home owner's insurance at too high a cost.

Other:_____

8. Do you know to whom you would report housing discrimination?

- ❑ Yes
- ❑ No
- ❑ Not sure

9. If yes, who would you report the housing discrimination to? (you may check more than box)

- ❑ Police
- ❑ City Staff
- ❑ Fair Housing Council of Riverside County, Inc.
- ❑ Mayor
- ❑ U.S. Department of Housing and Urban Development (HUD)
- ❑ Inland Fair Housing and Mediation Board
- ❑ State of California
- ❑ Fair Housing Foundation
- ❑ Other:_____

10. Please check the box that best describes your ethnicity:

❑ Of Hispanic, Latino or Spanish Origin ❑ **No**, not of Hispanic, Latino or Spanish Origin

11. Please check the box that best describes your race:

Race

- ❑ White
- ❑ Black/African American
- ❑ American Indian or Alaska Native
- ❑ Asian
- ❑ Native Hawaiian, Other Pacific Islander
- ❑ Some Other Race
- ❑ Two or More Races

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Section 2

SECTION 2 - FAIR HOUSING PROGRESS REPORT

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B. PROGRESS ON IMPLEMENTING THE 2008-2013 FAIR HOUSING ACTION PLAN .. 2-1

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A. INTRODUCTION

The study required by HUD regulations is known as the *Analysis of Impediments to Fair Housing Choice* or *AI*. The City's prior *AI* was adopted in 2008. HUD's guidelines suggest that an *AI* should document the progress made on implementing the recommended actions of the prior *AI*. In this way, the City can document impediments that have been ameliorated or removed. Impediments that have been removed do not need to be considered in the *2013-2018 AI and Fair Housing Action Plan*.

B. PROGRESS ON IMPLEMENTING THE 2008-2013 FAIR HOUSING ACTION PLAN

Table 2-1 describes the following:

- Ten actions recommended to ameliorate or remove private sector impediments
- Seven actions recommended to ameliorate or remove public sector impediments
- Accomplishments achieved between 2008 and 2013

Table 2-1
City of Moreno Valley
Progress Report: Fair Housing Action Plan –
Program Year 2008-2009 to Program Year 2012-2013

Private Sector Actions	Accomplishments
Support fair housing services in order to ameliorate the impacts of housing discrimination.	During the period from PY 2008/2009 through PY 2012-2013, the City contracted for fair housing services with the Fair Housing Council of Riverside County, Inc.
Provide access to home improvement financing through low interest and deferred loans.	Access to financing is provided through the Home Improvement Loan Program (HILP), Mobile Home Grant Program, and Habitat for Humanity Mobile Home Rehabilitation Program
Support fair housing services in order to inform residents on how to recognize and avoid predatory lending, blockbusting/panic selling, and steering.	The Fair Housing Council of Riverside County provides fair housing services to residents. Fair housing workshops are periodically conducted on a range of topics
Develop a directory of hate victim services and establish protocol for having the Police Department refer hate crime victims to available services.	The City supports a "211 Telephone Public Service" which maintains a directory of victim services and provides victims with referrals to service providers.
Continue to maintain an awareness of professional organizations that guide the day-to-day practice of real estate agents and property management companies.	The City continues to maintain an awareness of these organizations and how they affect housing in Moreno Valley. These organizations include the Inland Valley Association of REALTORS, California Apartment Association, Apartment Association of the Greater Inland Empire, and the Apartment Association of San Bernardino County.

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Table 2-1 continued
City of Moreno Valley
Progress Report: Fair Housing Action Plan –
Program Year 2008-2009 to Program Year 2012-2013

Private Sector Actions	Accomplishments
Encourage the Riverside Press-Enterprise to identify in its Fair Housing Notice the agencies that can respond to fair housing questions.	The Press-Enterprise has not yet amended its Fair Housing Notice to include the name and telephone number of the Fair Housing Council of Riverside County, Inc. In March 2013, the FHCRC and City transmitted a letter to the Press-Enterprise suggesting that the Fair Housing Notice identify the Fair Housing Council as an agency that can respond to reader questions regarding fair housing.
Encourage the Riverside Press-Enterprise to publish a "no pets" disclaimer that indicates rental housing owners must provide reasonable accommodations, including "service animals" and "companion animals" for disabled persons.	The Press-Enterprise has not yet published a written "no pets" disclaimer. In March, the City and Fair Housing Council transmitted a letter to the Press-Enterprise suggesting the text that should be added to the Fair Housing Notice.
Prepare a summary of reasonable accommodation requirements and transmit this information to the owners and managers of large apartment communities.	This information was transmitted to the manager of the Ironwood Villas Apartments on November 14, 2012. The information also was provided to property managers who attended a FHCRC Training Workshop on February 27, 2013.
Provide a link to the State Department of Fair Employment and Housing video on reasonable accommodations.	The City will provide the following link www.dfeh.ca.gov to the DFEH. At the Department's website the video Fair Housing and Disability: Reasonable Accommodations can be accessed as well as videos on other fair housing subjects. The City will post the link before the end of Program Year 2012-2013.
Produce a directory of accessible apartment housing.	The City conducted apartment surveys in 2007 and 2012. A question was asked of local property managers on the number of accessible apartment units. The data was not conclusive as many managers were unsure of the number. As a result information is being collected on the number of apartment complexes built for first occupancy after March 13, 1991, which is the date the Fair Housing Act's accessibility guidelines took effect.

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Table 2-1 continued
City of Moreno Valley
Progress Report: Fair Housing Action Plan –
Program Year 2008-2009 to Program Year 2012-2013

Public Sector Actions	Accomplishments
Augment FHCRC services to provide foreclosure counseling.	In 2008, the Fair Housing Council of Riverside County, Inc. added a comprehensive Foreclosure Prevention/Loss Mitigation Program to the service offered residents. The program provides homeowners that are either at risk of foreclosure or already in the foreclosure process with no cost assistance in negotiating with lenders in order to avoid losing their homes.
Transmit to the County of Riverside Housing Authority information on areas of minority and low-income concentrations.	The City has analyzed the 2010 Census in regard to the minority population in each census tract. However, HUD plans to release information on low and moderate income areas by the summer of 2014. The City will transmit minority population data to the Housing Authority by the end of Program Year 2012-2013. Low and moderate income data will be transmitted to the Housing Authority by the summer of 2014.
Transmit to the County of Riverside Housing Authority an inventory of rental housing. communities located outside areas of minority and low income concentrations.	The City is in the process of identifying apartment communities located outside areas of minority and low income concentrations. The City will transmit this information to the Housing Authority before the end of PY 2012-2013.
Amend the Development Code to include a specific disability definition that is consistent with the one in the Fair Housing Act.	The Development Code was not amended to add a "disability" definition. This action will be implemented in the first year of the PY 2013-2018 Fair Housing Action Plan.
Revise the Development Code to permit on-site supportive services to meet the non-housing needs of the disabled populations.	The City's Housing Element indicates that transitional and supportive housing is allowed in all residential zones.
Amend the Development Code to include a reasonable accommodation procedure as a means of enabling disabled persons to request a modification from zoning, building and land use rules, standards, and policies.	The Development Code was not amended to to include a "reasonable accommodation procedure." This action will be implemented in the first year of the FY 2013-2018 Fair Housing Action Plan.
Provide a link to the State Department of Fair Employment and Housing's (DFEH) six-minute video on reasonable accommodations for tenants.	The City will provide the following link www.dfeh.ca.gov to the DFEH. At the website residents will be able to access information on reasonable accommodations and other fair housing topics.

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Section 3

SECTION 3 - FAIR HOUSING ACTION PLAN

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B. PUBLIC SECTOR IMPEDIMENTS AND ACTIONS TO BE TAKEN 3-1

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A. INTRODUCTION

Public sector and private sector impediments to fair housing choice are described in detail in Appendices B and C. Section 3 describes the actions to be taken between mid-year 2013 and mid-year 2018 to remove or ameliorate impediments to fair housing choice and, thereby, affirmatively further fair housing.

B. PUBLIC SECTOR IMPEDIMENTS AND ACTIONS TO BE TAKEN

Table 3-1 describes the following:

- Public sector impediments, which are described greater detail in Appendix B
- Actions which will be taken to ameliorate or remove the impediment
- Time schedule for completion of the actions

The City will be responsible for implementing the recommended actions which address public sector impediments.

Appendix B describes in more detail the public sector impediments and recommended actions.

C. PRIVATE SECTOR IMPEDIMENTS AND ACTIONS TO BE TAKEN

Table 3-2 describes the following:

- Private sector impediments, which are described greater detail in Appendix C
- Actions which will be taken to ameliorate or remove the impediment
- Time schedule for completion of the actions

Many of the actions will be the responsibility of the Fair Housing Council of Riverside County, Inc. The Fair Housing Council is Moreno Valley's fair housing provider. Annually, the City allocates CDBG funds to support the services of the Fair Housing Council

Appendix C describes in more detail the private sector impediments and recommended actions.

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Table 3-1
City of Moreno Valley
Summary of Public Sector Impediments
Action Plan Recommendations and Action Plan Schedule

Impediments	Action Plan Recommendations	Action Plan Schedule
Housing for Disabled Persons – Disability Definition		
HUD encourages cities to provide a definition of "disability" in its planning and zoning codes.	In order to affirmatively further fair housing, the City will establish a specific disability definition that is identical to the one in the Federal Fair Housing Act. The definition will be included in the Reasonable Accommodation Procedure.	The disability definition will be added to the Planning and Zoning Code in Program year 2013-2014.
Housing for Disabled Persons – Supportive Services		
HUD encourages cities to make provisions for housing with supportive services in the planning and zoning codes. The City's zoning regulations do not explicitly prohibit or permit transitional and supportive housing in residential zones.	The Planning and Zoning Code will be revised to define transitional and supportive housing and to indicate the residential zones in which such housing is permitted.	The Planning and Zoning Code will be amended in Program Year 2013-2014.
Housing for Disabled Persons – Reasonable Accommodation Procedure		
HUD, the Federal Department of Justice and the California Attorney General's Office all encourage cities to adopt a reasonable accommodation procedure. This procedure provides a means for disabled persons to requests exceptions from the development standards of a planning and zoning code and the standards of a building code.	The City will adopt a reasonable accommodation procedure.	The reasonable accommodation procedure will be adopted in Program Year 2013-2014.

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Table 3-1 - continued
City of Moreno Valley
Summary of Public Sector Impediments
Action Plan Recommendations and Action Plan Schedule

Impediments	Action Plan Recommendations	Action Plan Schedule
Special Needs Populations		
HUD encourages cities to address special needs populations through provisions in their planning and zoning codes and policies contained in their planning documents.	The City will address special needs populations through the policies of the Consolidated Plan and Housing Element. In the Housing Element Update (to be adopted by October 2013), the City must address the needs of the developmentally disabled population. The City also will consider amending the Planning and Zoning Code to include a definition and development standards for special needs housing.	The special needs populations will be addressed annually as part of the Consolidated Plan's Annual Action Plans. A definition and development standards for special needs housing will be considered in Program Year 2014-2015.
Senior Housing		
Under federal law housing discrimination against families with children is permitted only in housing in which all the residents are 62 years of age or older or where at least 80% of the occupied units have one person who is 55 years of age or older. Generally, California law states that a housing provider using the lower age limitation of 55 years must have at least 35 units to use the familial status discrimination exemption. Also, California law, with narrow exceptions, requires all residents to be "senior citizens" or "qualified permanent residents", pursuant to Civil Code §51.3. The Planning and Zoning Code needs to be amended to contain a more precise definition of "senior housing."	The City will amend the Planning and Zoning Code by adding a senior housing definition. Many cities define senior housing as follows: Senior citizen housing shall mean a housing development consistent with the California Fair Employment and Housing Act (Government Code Section 12900 et. seq., including 12955.9 in particular), which has been "designed to meet the physical and social needs of senior citizens," and which otherwise qualifies as "housing for older persons" as that phrase is used in the Federal Fair Housing Amendments Act (42 U.S.C. 3607(b)) and implementing regulations and as that phrase is used in California Civil Code Section 51.2 and 51.3.	A senior housing definition and other senior housing topics will be considered in Program Year 2014-2015.

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Table 3-2
City of Moreno Valley
Summary of Private Sector Impediments
Action Plan Recommendations and Action Plan Schedule

Impediments	Action Plan Recommendations	Action Plan Schedule
Housing Discrimination		
Based on past trends, about 165 housing discrimination complaints will be filed during the five year period between 2013 and 2018. The bases for most of these complaints are likely to be race/color and disability.	The City and Fair Housing Council of Riverside County, Inc. will continue to offer to its residents fair housing services The Fair Housing Council will post on its website a page where residents can input their fair housing questions.	Ongoing; Program Year 2013-2014 to Program Year 2017-2018
Brokerage Services		
No impediment was found. Brokerage services as defined by the Federal Fair Housing Act pertain to the MLS and real estate organizations. However, fair housing and real estate practices are of interest because of the number of homes that will be sold and bought in Moreno Valley over the next five years.	The City and Fair Housing Council of Riverside County, Inc. will arrange a meeting with IVAR's Fair Housing Committee, which meets the third Tuesday of every month, to explore fair housing topics.	Two meetings: Program Year 2014-2015 and Program Year 2017-2018
Steering		
Steering may adversely impact homebuyers in their search process and when they apply for a loan. Steering also may adversely impact renters when they seek an apartment. Corrective actions have been taken regarding loan steering so that abuse may not happen in the future as frequently as it occurred in the early to mid- 2000s. However, the steering of apartment seekers is likely to continue, although it is not possible to measure its frequency.	The Fair Housing Council - as part of its home buyer counseling services – will provide examples of how to detect "steering" during the home search process and how to detect "loan steering." The Fair Housing Council will offer information to renters attending workshops on how to detect steering behavior by resident property managers.	Ongoing: Program Year 2014-2015 to Program Year 2017-2018

Table 3-2 - continued
City of Moreno Valley
Summary of Private Sector Impediments
Action Plan Recommendations and Action Plan Schedule

Impediments	Action Plan Recommendations	Action Plan Schedule
Appraisal Practices		
Complaints regarding appraisal discriminatory practices are not routinely collected by local, State or Federal agencies. It may occur but would-be homebuyers are in the best position to detect potentially discriminatory practices.	The Fair Housing Council will add "how to read an appraisal report" to its homebuyer counseling services.	Program Year 2014-2015 to Program Year to Program Year 2017-2018
Lending Practices		
The potential for a high percentage of FHA loans becoming seriously delinquent will disproportionately affect Hispanic home buyers as 70% bought their homes with FHA/VA financing. As the FHA/VA reduces its market share of mortgage credit, fewer minorities will be able to obtain loans to purchase a home. Disparities exist among the loan denial rates experienced by minority loan applicants compared to White loan applicants. Bank of America has a loan denial rate considerably higher than other major lenders.	The City and Fair Housing Council will annually monitor the HMDA data to establish long-term trends in loan denial rates. The City and Fair Housing Council will maintain an inventory of FHA and low down payment financed homes. The City and Fair Housing Council will monitor on a regular schedule the notices of default by address made available by the County Recorder's Office or through a subscription service. The City and Fair Housing Council will match the notices of default by address to the addresses of the low down payment financed homes. The Fair Housing Council will contact the borrowers in default and inform them of default and foreclosure counseling services available to homeowners at risk of losing their homes.	Ongoing: Program Year 2013-2014 to Program Year 2017-2018

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Table 3-2 - continued
City of Moreno Valley
Summary of Private Sector Impediments
Action Plan Recommendations and Action Plan Schedule

Impediments	Action Plan Recommendations	Action Plan Schedule
Homeowner's Insurance		
As Moreno Valley has the second lowest home owners insurance premiums of the eight areas studied, there are no major impediments. However, without adequate knowledge consumers could pay more than they need to for appropriate insurance coverage.	The Fair Housing Council will add "homeowners insurance" and "CLUE Reports" to its homebuyer counseling services. The Fair Housing Council will provide educational services to home buyers and borrowers so they understand the impact of CLUE Reports and can compare homeowner's premium rates.	Ongoing: Program Year 2014-2015 to Program Year 2017-2018
Property Management Practices		
Property management practices pertaining to service and companion animals; reasonable accommodations; and modifications can pose impediments to fair housing choice.	The Fair Housing Council will update the list of the names and e-mail addresses of the resident apartment managers. The City and Fair Housing Council will arrange an "informational session" between the fair housing counselors and resident managers to exchange insights on a variety of fair housing issues. The City and Fair Housing Council will continue to inform resident managers by transmitting information to their e-mail and/or physical addresses.	Informational Session to be held PY 2013-2014 Transfer information to resident managers; ongoing: Program Year 2014-2015 to Program Year 2017-2018

Table 3-2 - continued
City of Moreno Valley
Summary of Private Sector Impediments
Action Plan Recommendations and Action Plan Schedule

Impediments	Action Plan Recommendations	Action Plan Schedule
Reasonable Modifications or Accommodations		
A fair housing impediment is the practice of apartment managers to refuse disabled renters either a reasonable modification or reasonable accommodation.	The City and Fair Housing Council will transmit to the resident apartment managers a model written policy regarding reasonable accommodations and modifications. The City and Fair Housing Council will continue outreach to resident apartment managers through training sessions, workshops, correspondence and other means. As new information becomes available, the City and Fair Housing Council will transmit it the resident apartment managers' e-mail and/or physical addresses.	Transmit model written policy: Program Year 2014-2015 Continue Outreach: 2014-2015 to Program Year 2017-2018
Discriminatory Advertising		
Ads containing discriminatory words or phrases are infrequently published. However, ads with discriminatory words or phrases may be published in the future. Additionally, ads stating "no pets" may discourage disabled persons from applying for the apartment housing advertised in print publications.	The City and Fair Housing Council of Riverside County, Inc. will continue to work with the Press-Enterprise to amend its fair housing notice with regard to: 1) placing the notice closer to the for rent ads; 2) add the protected classes per State law; 3) explain that service and companion animals are not pets; and 4) add the Fair Housing Council phone number. The Fair Housing Council will semi-annually review ads published in newspapers, on-line apartment search sites, and craigslist. When discriminatory words or phrases are found, the Council will notify the entities placing the ads of the need to remove those words and phrases.	Press Enterprise Fair Housing Notice: Program Year 2012-2013 and Program Year 2013-2014

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Hate Crimes		
Hate crimes occur infrequently. When they do occur they can devastate families who believe they must move from the home and neighborhood of their choice. During the five-year period of the AI (2013-2018), about 20 to 25 hate crime events may occur with a home being the location of six to seven. There is a need for a resource directory so victims can be referred to community resources.	The City should prepare a Hate Crime Victims Resource Directory. When that Directory is deemed complete, it should be transmitted to the Police Department to use as a referral resource.	Program Year 2015-2016

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Appendix A

APPENDIX A - FAIR HOUSING COMMUNITY PROFILE

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A. INTRODUCTION AND SUMMARY

1. Introduction

The *Fair Housing Community Profile* presents information on Moreno Valley's housing, population and demographic characteristics with a focus on the Fair Housing Act's protected classes. More specifically, information is presented on:

- Population growth trends in Riverside County and Moreno Valley
- City housing, demographic and economic characteristics
- Comparison of City and County demographic and economic characteristics
- Characteristics of fair housing groups residing in Moreno Valley
- Comparison of the status and well-being of the fair housing protected groups

The demographic profile of the protected classes includes information on:

- Race and color
- Sex of households
- National origin/ancestry
- Familial status
- Handicap/disability
- Marital status

The comparison of status and well-being of fair housing protected groups explores:

- Income
- Poverty
- Homeownership
- Crowding

The *Fair Housing Community Profile* data sources include:

- Census 2000
- Census 2010
- American Community Survey
- California Department of Employment
- Fair Housing Council of Riverside County
- California Department of Fair Employment and Housing
- U.S. Department of Housing and Urban Development

The American Community Survey (ACS) data is based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown in the ACS data is the 90% margin of error. The margin of error can be interpreted roughly as providing a 90% probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. The tables presented in the *Fair Housing Community Profile* which are based on the ACS sometimes describe the margin when they are unusually high such as the Asian poverty rate and median household income by race and ethnicity. For the most part, the ACS percentage values are applied to the 2010 Census population and household counts to estimate conditions at that time without documenting the margin of error.

MV00195854

2. Summary

The list below and on pages A-2 and A-3 provides a summary of the information presented in the *Fair Housing Community Profile*:

- Riverside County's population is projected to reach 2,626,200 people by 2020, 3,146,000 people by 2030 and 3,678,100 people by 2040.
- In a few short years, the Hispanic population will comprise more than one-half of Riverside County's population.
- Moreno Valley – with a population of almost 200,000 persons - is the 2nd largest city in Riverside County.
- SCAG forecasts the City's population to reach about 255,100 people in 2035, an increase by about 61,500 people between 2010 and 2035.
- Between 2000 and 2012, the housing stock grew from about 41,400 to almost 55,800 housing units, an increase of about 14,400 housing units.
- Moreno Valley's housing stock is comprised of 55,800 housing units of which 81% are single-family detached homes.
- Moreno Valley's homeownership rate is almost 65% which is slightly lower than that of Riverside County.
- About 51,600 households live in Moreno Valley, of which 42% have lower incomes, meaning less than 80% of Riverside County's median household income.
- Between 2000 and 2010, the labor force grew by about 29,300 workers. The employed work force increased by about 19,400 workers. On the other hand, the number of unemployed workers increased by 10,140 which resulted in a 16.9% jobless rate.
- There are about 75,800 employed residents. Almost 23% of the employed residents work in the educational services, health care and social assistance industry. About 15% of employed residents had jobs in the retail trade industry.
- There are almost 21,700 jobs located in Moreno Valley. Almost 7,100 local jobs are found in the education services and healthcare and social assistance sectors.
- Major employers are government/education related, medical and hospital facilities, and the Mall.
- Of the 75,800 employed residents, 25% work within the City and 75% have a job located outside the City limits.
- About 19% of the almost 193,400 people calling Moreno Valley home are White Alone and about 81% identify with a minority population group.

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- Three groups comprise most of the minority population –
  - ✓ Hispanics 54.4%
  - ✓ Blacks 17.2%
  - ✓ Asians 5.9%
- Almost 50% of the Hispanic population identifies with a racial group other than White.
- Excluding married couples, there are an estimated 22,592 householders of which 63% (14,300) are female and 37% (8,292) are male.
- About 48,000 people are foreign born, mainly in Latin America (77%) and Asia (18%).
- There are an estimated 43,200 *family* households, which comprise about 84% of all households. About 24,100 family households have children; therefore, about 47% of all households have children less than 18 years of age (24,115/51,592).
- Disabilities affect about 15,500 people. The elderly (65 years +) comprise about 44% of all disabled people.
- About 47% of the population 15 years of age or older are married and 37.5% have never married.
- Less than 2% of the workers use public transportation as a means to work. About 78% of all workers drive to work alone.
- The poverty rates by race and ethnicity range from a low of 4.4% (Native Hawaiian and Other Pacific Islander) to a high of 35.8% (Asian). The Black (27.1%) and Hispanic (18.5%) poverty rates also are relatively high. It must be noted that the margin of error for the Asian poverty rate was +/-18%.
- Female heads of households both with and without children under 18 experience the highest poverty income rates. About 2,000 female householders with children live in poverty, or about 36% of all such household types.
- The City has about 33,400 owner and 18,200 renter households. Hispanic or Latino renters comprise about 8,000 of the 18,200 renters. The City's 2010 homeownership rate was almost 65%. Homeownership rates ranged from a low of 48.2% (Native Hawaiian and Other Pacific Islander) to a high of 76% (White Alone). Only two groups – Asians and White Alone – had home ownership rates higher than the City's average.
- Crowding is a condition that disproportionately impacts Native Hawaiian and Other Pacific Islander households. Hispanic households, however, comprise about 82% of all crowded households.

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B. POPULATION GROWTH IN RIVERSIDE COUNTY AND MORENO VALLEY

1. Population Growth in Riverside County

a. Population Trends and Change by Race and Ethnicity

The racial and ethnic composition of Riverside County's population has been experiencing dramatic change for the past few decades. It passed a major milestone in the 2010 when Riverside County became a majority-minority county. Table A-1 shows in percentage terms the population trends of the White and minority populations.

Table A-1
Riverside County: Population Trends – 2000 and 2010

Year	White	Hispanic	Black	Asian
2000	51.6%	36.2%	6.0%	3.8%
2010	39.7%	45.5%	6.0%	6.0%

Source: Census 2000, Summary File 1 Table P004 - Hispanic or Latino, and Not Hispanic or Latino by Race
American FactFinder, Census 2010, Summary File 1, Table P9: Hispanic or Latino and Not Hispanic or Latino by Race
Table construction by Castañeda & Associates

Table A-2 shows the population change between 2000 and 2010. Although the White population numerically increased by about 80,300 people, it now comprises about 40% of the 2010 County population compared to almost 52% in 2000.

Table A-2
Riverside County: Population Change – 2000-2010

Race/Ethnicity	2000	2010	Population Change
White	788,831	869,068	80,237
Hispanic	559,575	995,257	435,682
Black	92,403	130,823	38,420
Asian & Pacific Islander	58,483	131,770	73,287
American Indian & Alaskan Native	10,135	10,931	796
All Other Races	35,960	51,792	15,832
Total	1,545,387	2,189,641	644,254

Source: Southern California Association of Governments from Census 2000 SF1 and Census 2010 PL 94
Table construction by Castañeda & Associates

The Hispanic population now numbers almost 1 million people, having increased by about 435,700 persons between 2000 and 2010. The Hispanic population accounted for almost 68% of the growth in the past decade.

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The Asian population has also experienced tremendous growth having increased by about 73,300 people between 2000 and 2010. In 2000, the Asian population stood at about 58,500 representing 3.8% of Riverside County's population and by the time of 2010 Census, reached 131,770 representing 6.0% of the County's population. The Black population grew by about 38,500 persons and continues to represent about 6.0% of Riverside County's population.

b. Projected Population Growth

Table A-3 shows the projected population growth to 2040. The County's population is projected to reach 2,626,200 people by 2020, 3,146,000 people by 2030 and 3,678,100 people by 2040. Sometime between 2010 and 2020, the Hispanic population will comprise more than one-half of the County's population.

Table A-3
Riverside County Population Projections: 2010-2040

Year	Population	Incremental Increase	Cumulative Increase
2010	2,191,449		
2015	2,381,548	190,099	190,099
2020	2,626,222	244,674	434,773
2025	2,881,356	255,134	689,907
2030	3,145,948	264,592	954,499
2035	3,415,040	269,092	1,223,591
2040	3,678,119	263,079	1,486,670

Source: State of California, Department of Finance, *Interim Population Projections for California and Its Counties 2010-2050,* Sacramento, California, May 2012
Table construction by Castañeda & Associates

Population projections by race and ethnicity are currently unavailable. The Demographic Research Unit of the State Department of Finance will develop full population projections with greater detail, such as age, sex, and race/ethnicity, for California and California counties through 2050 by January 2013. The final projections will encompass more complete sets of assumptions and will reflect the 2010 Census Modified Age Race Sex (MARS) file. These full projections will replace the Interim Projections.

c. Housing Needs

It is expected that most of the immigrants settling in Riverside County will come from the same areas of the globe as those that now reside in the county: Asia and Latin America. They will probably share similar characteristics as today's immigrants. Those from Central America will be younger, have lower levels of education, have higher poverty rates, and have lower levels of English proficiency. Thus, the need for programs that assist immigrants in helping to provide safe and adequate housing will still persist, including fair housing services. There will also be a tremendous demand for housing as the large population born in the 1990s and the first decade of the 21st century become adults and form new households.

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2. Population Growth in Moreno Valley

Moreno Valley is located in western Riverside County, about 66 miles east of Los Angeles and 100 miles north of San Diego. Nestled in a valley with mountains serving as a physical boundary from other neighboring communities, the City consists of 50 square miles and is served by the Moreno Valley Freeway (Route 60) and Interstate 215. It has the second largest population of all cities located within Riverside County.

Table A-4 shows that in the past 20 years, the City's population has increased by about 63%, increasing from about 118,800 people in 1990 to about 193,400 people in 2010. Between 2000 and 2010 the City experienced a population increased of almost 51,000 people.

Table A-4
City of Moreno Valley
Population Growth Trends - 1990 to 2010

Year	Population	Incremental Increase	Incremental % Increase	Cumulative Increase	Cumulative % Increase
1990	118,779				
2000	142,381	23,602	19.9%	23,602	19.9%
2010	193,365	50,984	35.8%	74,586	62.8%

Source: U.S. Census of Population and Housing for years 1990, 2000 and 2010
Table construction by Castañeda & Associates

Key characteristics of the population include:

- About 81% of the population belongs to a minority group
- About 54% of the population is Hispanic or Latino
- About 19% of the population is White, Alone

SCAG's RTP 2012 forecasts a population increase of about 61,500 people by the year 2035.

C. MORENO VALLEY'S KEY HOUSING, DEMOGRAPHIC AND ECONOMIC CHARACTERISTICS

1. Housing Supply and Occupancy

Table A-5 on the next page shows the occupancy status of the housing stock in 2000 and 2010. Between 2000 and 2010, the housing stock grew from 41,431 to 55,559 housing units, an increase of 14,128 housing units. Between 2000 and 2010 the number of vacant housing units increased by almost 1,800 dwelling units. As a consequence, the vacancy rate grew from 5.3% to 7.1%. The increase in vacancies may be a result of the economic downturn and an increase in the number of foreclosed and vacant bank-owned homes.

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Table A-5
City of Moreno Valley
Housing Stock by Occupancy Status – April 2000 and April 2010

Occupancy Status	Number of Housing Units 2000	Number of Housing Units 2010
Occupied	39,225	51,592
Vacant	2,206	3,967
Total	41,431	55,559
Percent Vacant	5.3%	7.1%

Source: Census 2000 Summary File 1 Table H003 - Occupancy Status (Housing Units)
U.S. Census Bureau, DP-1 Profile of General Population and Housing Characteristics: 2010, Housing Tenure
Table construction by Castañeda & Associates

With regard to the vacancy estimate, the Demographic Research Unit of the Department of Finance states the following:

> Occupied housing units are estimated by applying a derived civilian vacancy rate, based on 2010 benchmark data, to the estimated civilian housing units. Adjustments to the census vacancy rates are made periodically; however, exact data on foreclosures and other housing market indicators were not available to adjust vacancy rates.

An estimated 225 housing units were added to the housing stock between April 1, 2010 and December 31, 2011, according to the Demographic Research Unit (DRU) of the State Department of Finance.

2. Housing Types (Units in Structure)

Table A-6 shows Moreno Valley's housing types in 2000 and 2012. Moreno Valley's existing housing stock (January 2012) is comprised of about 55,800 housing units. The basic distribution of housing types is essentially unchanged from 12 years ago – the clear majority (80+ %) of the housing stock consists of single family detached homes. Multi-family housing (5+units) increased from 8.5% to 12.2% of the housing stock. While not large in percentage terms, mobile homes continue to be an important resource as they account for almost 1,400 housing units.

With respect to the 2012 estimate, the DRU of the Department of Finance states the following:

> American Community Survey (ACS) data were used to distribute 2010 census housing units into our standard housing types (single detached units, single attached units, two to four units, five plus or apartment units, and mobile homes). Housing units are estimated by adding new construction and annexations and subtracting demolitions and conversions starting from the 2010 benchmark or based on the prior year's estimate. Housing unit changes are supplied by local jurisdictions and the U.S. Census Bureau.

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Table A-6
City of Moreno Valley
Units in Structure: 2000 and 2012

	2000		2012	
Units in Structure	**Number of Units**	**Percentage Distribution**	**Number of Units**	**Percentage Distribution**
Single Family, Detached	34,594	83.4%	44,997	80.7%
Single Family, Attached	892	2.2%	1,127	2.0%
2 to 4 Units	1,390	3.4%	1,505	2.7%
5 Units+	3,543	8.5%	6,791	12.2%
Mobile Homes, Boat, RV, Van, etc.	1,043	2.5%	1,364	2.4%
Total	41,462	100.0%	55,784	100.0%

Sources: Census 2000, Summary File 3 Table DP-4 Profile of Profile of Selected Housing Characteristics: 2000, Units in Structure. California Department of Finance (DOF) Series E-5 City/County Population and Housing Estimates, 1/1/12
Table construction by Castañeda & Associates

3. Homeownership

Homeownership is a key indicator of community well being. Increases or decreases in the percentage of owner-occupied housing, especially in communities that are not high growth, indicates a change in the balance of renter-occupied to owner-occupied housing.

Table A-7 shows the 2000 and 2010 homeownership rates for Moreno Valley, Riverside County, California and the nation. In 2000, the City had a somewhat higher ownership rate than Riverside County. In 2010, however, the reverse was the case, which may be caused by the number of foreclosed homes that became renter-occupied by the time of the decennial Census.

Table A-7
Comparison of Homeownership Rates by Year

Area	2000	2010
Moreno Valley	71.1%	64.7%
Riverside County	68.9%	67.4%
California	56.9%	55.9%
Nation	66.2%	65.1%

Source: 2000 Census Summary File 1, Table H15 Tenure by Household Size
2010 Census DP-1 Profile of Population and Housing Characteristics: 2010, Housing Tenure
Table construction by Castañeda & Associates

During the last decade the City's home ownership rate decreased by 6.4%. The increase in the vacancy rate and decrease in the ownership rate may indicate that there are unoccupied and rented single family homes that could become owner occupied over time.

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4. Household Income

'Fair housing choice', according to HUD, means the ability of persons of *similar income levels* regardless of race, color, religion, sex, national origin, handicap and familial status to have available to them the same housing choices. This means, for instance, that households of different races but with similar income levels should have available to them the same housing choices. Another example is that female householders, male householders and married couples with similar income levels should have available to them the same housing choices. A housing market that treats female and male householders with incomes of $60,000 *differently* would not be providing fair housing choice.

Household income is the key determinant of ability to pay for housing. For many households, their income is too limited to afford existing housing. A larger number of households have incomes too low to afford new housing, as new housing is usually more expensive than existing housing.

Between 2000 and 2010 household incomes have obviously increased. So, too, has the cost of living. Data are too limited to determine whether the economic well being of the City's householders has been enhanced since Census 2000.

Table A-8 shows the number and percentage of households in ten income groups. Moreno Valley's median household income in 2010 was $48,907 compared to $47,387 in 2000, an increase of 3.2%. Between 2000 and 2010, the number of households with annual incomes of less than $50,000 increased by about 5,500. The percentage of households with incomes of less than $50,000 was about the same in 2000 (52.9%) and 2010 (50.8%). These data reveal the lack of substantial income gains between 2000 and 2010, which could be the result of underemployment – that is, households adjusting from full- to part-work or working in jobs with wages lower than their previous jobs.

The percentage of households with incomes between $50,000 and $99,999 decreased from 37.2% to 33.9%. On the other hand, households with incomes of $100,000 or more increased from 9.9% to 15.3%

The City's CDBG and HOME programs as well as state and federal affordable housing programs are directed at addressing the needs of lower income households – those having incomes less than 80% of the Riverside County median income.

Table A-9 shows the number and percentage of households in five income groups, based on each group's percentage of the County median household income. About 21,700 households have annual incomes below 80% of Riverside County's median household income. This number represents about 42% of all households. Most communities in Riverside County have about 40% of their households in the lower income group (<80%).

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Table A-8
City of Moreno Valley
Household Income Distribution: 2000 and 2010

Household Income	2000	Percent	2010	Percent
Less than $10,000	2,550	6.5%	2,838	5.5%
$10,000 to $14,999	1,805	4.6%	3,199	6.2%
$15,000 to $24,999	4,590	11.7%	5,778	11.2%
$25,000 to $34,999	4,551	11.6%	6,294	12.2%
$35,000 to $49,999	7,257	18.5%	8,100	15.7%
$50,000 to $74,999	9,337	23.8%	10,318	20.0%
$75,000 to $99,999	5,257	13.4%	7,171	13.9%
$100,000 to $149,999	3,099	7.9%	5,314	10.3%
$150,000 to $199,999	510	1.3%	1,857	3.6%
$200,000 or more	275	0.7%	722	1.4%
Total	39,229	100.0%	51,592	100.0%

Note: Occasionally, the tables will have slightly different counts of the number of households because for some the source is SF 1 (complete count) while for others it may be SF 3 (sample).
Source: Census 2000 Summary File 3 (SF3) Table P052: Household Income in 1999 and American Community Survey (ACS), 2010 1-Year Estimates, DP03, Selected Economic Characteristics, Income and Benefits (in 2010 Inflation-Adjusted Dollars)
Table construction by Castañeda & Associates

Table A-9
City of Moreno Valley: Income Groups by Tenure: 2010

	Tenure					
Income Group	Owner	Percent	Renter	Percent	All Households	Percent
Extremely Low 0-30% AMI	2,137	6.4%	3,676	20.2%	5,813	11.3%
Very Low 30-50% AMI	2,838	8.5%	3,130	17.2%	5,968	11.6%
Low 50-80% AMI	5,643	16.9%	4,313	23.7%	9,956	19.3%
Above Low 80-100% AMI	3,907	11.7%	2,020	11.1%	5,927	11.5%
Above Median 100%+	18,868	56.5%	5,060	27.8%	23,928	46.3%
Total	33,393	100.0%	18,199	100.0%	51,592	100.0%
Percent	64.7%		35.3%		100.0%	

Note: AMI refers to Area Median Income
Source: U.S. Department of Housing and Urban Development, 2005-2009 CHAS data for number and percentage of renter and owner households by income group
U.S. Census Bureau, DP-1 Profile of General Population and Housing Characteristics: 2010, Housing Tenure for total owners and renters; ACS tenure/income group percentages applied to 2010 Census tenure distribution
Table construction by Castañeda & Associates

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5. Labor Force/Employment Characteristics

a. Labor Force, Employment and Unemployment Trends

Another key to people's ability to exercise housing choice is employment. This means both jobs within the City as well as the number of local residents that are employed. Employment generates income, which leads to effective housing demand and housing choice.

Table A-10 shows Moreno Valley's labor force and employment characteristics in 2000 and 2010. During the 10-year span, the labor force grew by about 29,300 workers. The employed work force increased by about 19,400 workers. On the other hand, the number of unemployed workers increased by 10,140 which resulted in a 16.9% jobless rate. The increase in the number of unemployed workers and the unemployment rate helps to explain the less than robust income gains which transpired between 2000 and 2010.

Housing choice for all racial and ethnic groups has been diminished by a variety of economic conditions, including the lack of job growth and unemployment.

b. Employed Residents by Industry of Employment

The 75,787 employed residents have jobs in a variety of industries as shown in Table A-11. Almost 23% of the employed residents work in the educational services, health care and social assistance industry. This industry includes jobs at schools, doctor offices, hospitals, nursing care facilities, family and emergency services, child day care and other similar organizations.

About 15% of employed residents had jobs in the retail trade industry. This industry includes jobs at auto dealers, furniture, appliance, grocery and clothing stores, gasoline stations, and other direct selling establishments.

6. Jobs Located in Moreno Valley by Industry

a. Jobs by Industry Sector

There are almost 21,700 jobs located in Moreno Valley. Table A-12 shows the number and types of jobs located within the City limits. There are almost 7,100 local jobs in the education services and healthcare and social assistance sectors. It appears that many employed residents (Table A-11) are employed at local jobs (Table A-12)

b. Major Employers

There is a variety of large businesses, institutions, and agencies that provide both local and regional employment opportunities. The City's major employers are government/education related, medical and hospital facilities, and the Mall.

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Table A-10
City of Moreno Valley
Civilian Labor Force and Employment Characteristics for Population 16 Years and Over: 2000 and 2010

Employment Status	2000	2010
Population 16 Years +	95,754	138,930
In the Labor Force	61,878	91,161
Employed	56,429	75,787
Unemployed	5,234	15,374
Unemployment Rate	8.5%	16.9%

Source: 2000 Census, Table DP-3 Profile of Selected Economic Characteristics: 2000, Employment Status Population 16 Years and Over
2010 Census, Table DP-1 Profile of General Population and Housing Characteristics: Sex and Age
2010 American Community Survey 1-Year Estimates, Table DP03 Selected Economic Characteristics, Employment Status Population 16 Years and Over
Table construction by Castañeda & Associates

Table A-11
City of Moreno Valley
Employed Residents 16 Years and Older by Industry

Industry	Number Employed	Percent
Agriculture, forestry, fishing and hunting, and mining	606	0.8%
Construction	6,139	8.1%
Manufacturing	5,154	6.8%
Wholesale trade	3,638	4.8%
Retail trade	11,595	15.3%
Transportation and warehousing, and utilities	5,684	7.5%
Information	1,440	1.9%
Finance and insurance, and real estate and rental and leasing	3,638	4.8%
Professional, scientific, and management, and administrative and waste management services	6,290	8.3%
Educational services, and health care and social assistance	17,355	22.9%
Arts, entertainment, and recreation, and accommodation and food services	6,063	8.0%
Other services, except public administration	3,941	5.2%
Public administration	4,244	5.6%
Total	75,787	100.0%

Source: American FactFinder American Community Survey (ACS) 1-Year Estimates, Table DP03 Selected Economic Characteristics
Table construction by Castañeda & Associates

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Table A-12
Number of Jobs Located in Moreno Valley: 2009

Industry Sector	Number of Jobs
Retail Trade	4,482
Educational Services	3,579
Healthcare and Social Assistance	3,495
Accommodations and Food Services	1,985
Other Services (excluding Public Administration)	1,259
Public Administration	1,011
All Other Jobs	5,870
Total	21,681

Source: Riverside County Center for Demographic Research, 2011 Progress Report, Moreno Valley
Table construction by Castañeda & Associates

The two School Districts provide 4,157 jobs:

- The Moreno Valley Unified School District has 23 elementary schools, 6 middle schools, 5 high schools, 2 special education schools, 1 community day school, and 1 continuation school with a total of 35,868 students enrolled in the 2011/2012 school year.

- Val Verde Unified School District has 4 preschools, 13 elementary schools, 6 middle schools, 4 high schools and 1 virtual high school with a total of 19,800 students enrolled.

The City also is home to the Moreno Valley College, which has an enrollment of 11,000 students in the 2010/2011 school year.

The hospital and medical facilities provide about 2,900 jobs.

The Moreno Valley Mall, which opened in October of 1992, is another large employer. The Mall built on 87 acres and has anchor tenants of Macy's, Sears and J.C. Penny.

Many other retail centers have also been built such as Alessandro Plaza, Canyon Springs Plaza, Merchant's Square, the Sunnymead Shopping Center, the Festival at Moreno Valley, and the Moreno Valley Auto Mall that provide a variety of retail jobs.

Three other major employers are retail distribution: Ross Dress for Less, Walgreens and Sketchers.

Most major employers are located along or near transit routes. However, access to some of the comparatively smaller businesses requires private transportation.

Table A-13 identifies the major employers with 400 or more employees.

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Table A-13
City of Moreno Valley
Major Employers (400+)-2011

Business	Type of Business	No. of Employees	Location
March Air Reserve Base	Military Reserve Base	9,000	March Air Force Base
Moreno Valley Unified School District	Public Schools	3,490	25634 Alessandro Boulevard
Riverside County Regional Medical Center	County Hospital	2,416	26520 Cactus Avenue
Moreno Valley Mall	Retail Mall	1,760	22500 Town Circle
Ross Dress for Less	Retail Distribution	1,500	17800 Perris Blvd.
City of Moreno Valley Including Police & Fire Depts.	Municipal Government	762	22850 Calle San Juan De Los Lagos
Walgreens Co.	Distribution	694	17500 Perris Blvd.
Val Verde Unified School District	Public Schools	667	Public Schools
Moreno Valley College	Higher Education	555	16130 Lasselle St.
Sketchers USA	Retail Distribution	550	29800 Eucalyptus St.
Phillips Consumer Electronics	Electronics Distribution	484	25300 Globe St.
Kaiser Permanente Community Hospital/Office	Hospital/Medical Services	452	12815 Heacock St.

Source: City of Moreno Valley, *Major Employers*, November 2011
Table construction by Castañeda & Associates

D. TRANSPORTATION PROFILE

1. Place of Work

Almost 76,000 residents are employed. The 2011 American Community Survey found that 25% of the employed residents worked within the City and 75% had a job located outside the city limits.

2. Transportation to Work

Table A-14 reports on transportation to work trends in 1999 and 2010. Key trends are noted below:

- In both time periods, about three of every four workers drove alone to work.
- Workers carpooling have declined both numerically and relatively.
- Workers using public transportation has increased in numbers but declined slightly relatively.
- Of the workers using public transportation, 77% take a bus and another 23% take a train to work.

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Table A-14
City of Moreno Valley: Transportation to Work — 1999 and 2010

Means of Transportation	Number of Workers-1999	Percent	Number of Workers-2010	Percent
Drove alone	40,866	74.2%	59,418	78.4%
Carpool	10,424	18.9%	10,080	13.3%
Public transportation	**1,044**	**1.9%**	**1,364**	**1.8%**
Bicycle	138	0.3%	0	0.0%
Walked	398	0.7%	1,288	1.7%
Taxicab, Motorcycle or other	564	1.0%	1,970	2.6%
Worked at Home	1,655	3.0%	1,667	2.2%
Total	55,089	100.0%	**75,787,**	100.0%

Source: Census 2000, Summary File 3, Table P30, Means of Transportation to Work for Workers 16 Years and Over.
American Community Survey (ACS) Table B08101 "Means of Transportation to Work by Age," 2008-2010 American Community Survey 3-Year Estimates
Table construction by Castañeda & Associates

Public transportation services are discussed in Technical Appendix C – Public Sector Impediments Analysis.

E. DEMOGRAPHIC PROFILE COMPARISION TO RIVERSIDE COUNTY

Table A-15 compares Moreno Valley to Riverside County with regard to:

- Protected group characteristics
- Well-being indicators

1. Protected Group Characteristics

The demographic characteristics of Moreno Valley's protected classes are described in detail in Part F. Here a comparison is made between the City's characteristics and those of the entire Riverside County, including all cities and the unincorporated area.

Moreno Valley has a higher minority population percentage than Riverside County as a whole. The percentage of female householders and foreign born populations is almost the same. Moreno Valley is more family oriented than the County as a higher percentage of households are family households and family households with children. The City has a lower percentage of disabled people compared to the County. The City and County have similar percentages of married persons.

Homeownership rates are similar between the City and the County except that the City's Hispanic population enjoys a higher ownership rate. Moreno Valley's All Other Races population has a homeownership rate lower than the County's.

The County's poverty rates by race and ethnicity are lower than the City's except for the Hispanic population. The County's poverty rates for families with children are lower than Moreno Valley's. The City is less affluent than the County. Overcrowding in the City is somewhat less than the County except for all households and Asian households.

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Table A-15
Key Indicators: Comparison of Moreno Valley to Riverside County

	Riverside County	Moreno Valley
Protected Group Indicators		
Race/Color - % Minority	**60.3%**	**81.1%**
Sex - % Female Householders	26.6%	27.7%
National Origin - % Foreign Born	22.4%	24.8%
Familial Status - % Family Households	74.4%	83.7%
Familial Status - % Family HHs w/ Children	**37.5%**	**46.7%**
Disabled - % Disabled	10.1%	8.0%
Marital Status - % Married Persons	**49.9%**	**46.8%**
Well-Being Indicators		
Homeownership Rates		
All Households	67.4%	64.7%
White Alone, Not Hispanic or Latino	74.8%	75.9%
Hispanic	**58.3%**	**64.0%**
Black	51.3%	50.9%
Asian	72.1%	72.9%
All Other Races	**59.6%**	**53.2%**
Poverty Income		
All Persons	16.3%	19.4%
White Alone, Not Hispanic or Latino	9.3%	13.2%
Hispanic	**22.7%**	**18.5%**
Black	20.4%	27.1%
Asian	12.2%	35.8%
By Familial Status with Children Under 18		
All Families	18.2%	21.4%
Married Couple Family	12.4%	17.1%
Female Householder No Husband Present	35.1%	35.9%
Affluence		
% of households $100K +	22.0%	15.3%
% of households $150K +	8.3%	5.0%
% of households $200K +	3.3%	1.4%
Overcrowding		
All Households	7.6%	8.7%
White Alone, Not Hispanic or Latino	1.6%	1.6%
Hispanic	18.2%	16.3%
Black	2.6%	0.5%
Asian	5.8%	14.2%

Table construction by Castañeda & Associates

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F. PROFILE OF MORENO VALLEY'S FAIR HOUSING PROTECTED CLASSES

1. Introduction

The Fair Housing Act, 42 U.S.C. 3601 et. seq., prohibits discriminatory practices which make housing unavailable to persons because of:

- Race
- Color
- Religion
- Sex
- National Origin
- Familial Status
- Handicap/Disability

The California Fair Employment and Housing Act (Article 2, Section 12955) makes it unlawful:

> to discriminate against or harass any person because of the race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, or disability of that person.

Under the provisions of Civil Code Section 51.2 et. seq. age is a protected class.

Hence, the California law has added the following to the group of protected classes:

- Sexual Orientation
- Marital Status
- Ancestry
- Source of Income
- Age

California law also prohibits discrimination based on arbitrary factors.

Attachment A provides definitions of the fair housing protected classes.

2. Race/Color

Housing discrimination complaint data made on the bases of race or color are noted below:

- 27.6% of all complaints filed with the FHCRC between 2007 and 2012
- 19.7% of all cases filed with the DFEH between 2001 and 2010

a. Race and Ethnic Categories

The Fair Housing Act does not define race. Data on race is required for many federal programs and the Census Bureau collects race data in accordance with guidelines provided by the U.S. Office of Management and Budget (OMB) and these data are based on *self-identification*. The racial categories included in the census form generally reflect a *social definition* of race recognized in this country, and are not an attempt to define race biologically, anthropologically or genetically. In addition, the Census Bureau recognizes that the categories of the race item

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include both racial and national origin or socio-cultural groups. Census 2010 and the *American Community Survey* provide for six race categories:

- White Alone
- Black, African American or Negro Alone
- American Indian or Alaska Native Alone
- Asian Alone
- Native Hawaiian or Other Pacific Islander Alone
- Some Other Race Alone

Individuals who chose more than one of the six race categories are referred to as the *two or more races* population, or as the group that reported *more than one* race. All respondents who indicated more than one race can be collapsed into the *two or more races* category, which combined with the six *alone* categories, yields seven mutually exclusive and exhaustive categories. Thus, the six race *alone* categories and the *two or more races* category sum to the total population. Attachment B contains definitions of each race and ethnic category.

The 2000 Census [and 2010 Census] race and ethnic categories follow the OMB Policy Directive No. 15 (May 12, 1977) and the 1997 revisions. The OMB's efforts are to standardize the racial and ethnic categories so that federal government agencies can monitor discrimination, as required by the Civil Rights Act of 1964, the Voting Rights Act of 1965, the Fair Housing Act of 1968, the Equal Credit Opportunity Act of 1974, and the Home Mortgage Disclosure Act of 1975. Source: Victoria Hattam, "Ethnicity & the American Boundaries of Race: Rereading Directive 15," *Daedalus* – Journal of the American Academy of the Arts & Sciences, Winter 2005, pgs. 61-62

b. Non-Hispanic White and Minority Population Characteristics

1) *Definitions of Minority Populations*: The populations comprising "minority" groups are defined in essentially the same way by the Federal Office of Management and Budget, Department of Transportation, Federal Financial Institutions Examination Council (HMDA data), and Council on Environmental Quality (environmental justice guidelines). The Federal Department of Transportation and Office of Management and Budget both define the minority populations as Black, Hispanic (regardless of race), Asians (including Pacific Islanders) and American Indian and Alaskan Native. The FFIEC, for purposes of Home Mortgage Disclosure Act (HMDA) data collection, states that:

> "...the percentage minority population means, for a particular census tract, the percentage of persons of minority races and whites of Hispanic or Latino Origin, in relation to the census tract's total population.

The CEQ environmental justice guidelines provide the following definition:

> "Minority individuals – Individuals who are members of the following population groups: Hispanic or Latino, American Indian or Alaska Native, Asian, Black or African American, Native Hawaiian or Other Pacific Islander, multiracial minority (two or more races, at least one of which is a minority race)."

The non-minority population is White, Non-Hispanic or Latino.

Ethnicity means being of Hispanic or Latino Origin or not being of such origin.

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2) *Population by Race and Ethnicity*: Table A-16 shows the 2000 and 2010 population by Hispanic/Latino ethnicity and seven race categories. During the 10-year period, the City's population increased by nearly 51,000 persons. With the exception of the White Alone population, all other groups increased. The Hispanic population nearly doubled, increasing from about 54,700 to about 105,200 people. It now constitutes about 54% of the total population.

Table A-16
City of Moreno Valley
Total Population by Race and Ethnicity – April 2000 and April 2010

Race/Ethnicity	2000	Percent Distribution	2010	Percent Distribution
White Alone	45,881	32.2%	36,573	18.9%
Hispanic or Latino	**54,689**	**38.4%**	**105,169**	**54.4%**
Black or African American Alone	27,536	19.3%	33,195	17.2%
American Indian and Alaska Native Alone	567	0.4%	573	0.3%
Asian Alone	8,214	5.8%	11,423	5.9%
Native Hawaiian and Other Pacific Islander Alone	650	0.5%	990	0.5%
Some Other Race Alone	295	0.2%	388	0.2%
Two or More Races	4,549	3.2%	5,054	2.6%
Total Population	142,381	100.0%	193,365	100.0%
Minority Population	96,500		156,792	
Percent Minority	67.80%		81.10%	

Source: Census 2000, Summary File 1 Table P004 - Hispanic or Latino, and Not Hispanic or Latino by Race.
American FactFinder, Census 2010, Summary File 1, Table P9: Hispanic or Latino and Not Hispanic or Latino by Race.
Table construction by Castañeda & Associates

3) *Race of Hispanic Or Latino and Not Hispanic or Latino Populations*: Table A-17 shows the 2010 Hispanic or Latino and not Hispanic or Latino populations by race.

When the April 2010 Census was taken, 105,169 persons identified themselves as being of Hispanic or Latino Origin. With respect to race –

- About 42% of the Hispanic population said that their race was White Alone
- About 49% said they belonged to Some Other Race
- About 6% identified themselves as having Two or More Races

Thus, many Hispanic or Latino people do not identify with the White Race Category but rather consider themselves as belonging to Some Other Race. Indeed, 99.3% (51,353/51,741) of the Some Other Race population is Hispanic or Latino. Moreno Valley is not unusual in terms of the racial identification of the Hispanic or Latino population.

Table A-17
City of Moreno Valley
Race of Hispanic or Latino and Non Hispanic or Latino Populations: 2010

Race	Hispanic or Latino	Percent Distribution	Not Hispanic or Latino	Percent Distribution	Total	Percent Distribution
White Alone	44,396	42.2%	36,573	41.5%	80,969	41.9%
Black or African American Alone	1694	1.6%	33,195	37.6%	34,889	18.0%
Asian Alone	444	0.4%	11,423	13.0%	11,867	6.1%
American Indian or Alaska Native Alone	1,148	1.1%	573	0.6%	1,721	0.9%
Hawaiian or Other Pacific Islander Alone	127	0.1%	990	1.1%	1,117	0.6%
Some Other Race Alone	51,353	48.8%	388	0.4%	51,741	26.8%
Two or More Races	6,007	5.7%	5,054	5.7%	11,061	5.7%
Total	105,169	100.0%	88,196	100.0%	193,365	100.0%

Source: 2010 Census, DP-1 Profile of General Population and Housing Characteristics: 2010, Hispanic or Latino and Race
Table construction by Castañeda & Associates

A research study of the 2000 Census found:

> Almost 6 million Californians departed from the federal government's racial categories by selecting "some other race." Of these respondents, 99 percent were Latinos. In effect, this pattern of response converted the residual "some other race" category into a de facto Latino racial category. This conversion occurred not because of administrative need; indeed, the Hispanic ethnicity question satisfies all legal mandates. Nor did it take place because Latinos petitioned the government for change. Rather, it emerged spontaneously from a subset of Americans whose racial perceptions differed from those codified by the federal government. In the long run, this pattern of response may lead to changes in the federal government's racial and ethnic classification system.
>
> Source: Sonya M. Tafoya, *Latinos and Racial Identification in California*, Public Policy Institute of California. Volume 4, Number 4, May 2003, May 2003, page 12

4) *Origins of the Hispanic or Latino Populations*: There are an estimated 105,169 Hispanic or Latino persons residing in Moreno Valley, according to the 2010 Census. Table A-18 shows that 85.6% of the Hispanic or Latino population is of Mexican origin.

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Table A-18
City of Moreno Valley
Persons of Hispanic Origin — 2000 and 2010

Hispanic Origin	2000		2010	
	Number	Percent	Number	Percent
Mexican	46,485	79.5%	90,054	**85.6%**
Puerto Rican	1,177	2.2%	1,636	1.6%
Cuban	417	0.8%	606	0.6%
Other Spanish/Hispanic*	9,610	17.6%	12,873	12.2%
Total	54,689	100.0%	105,169	100.0%

*The Census 2000 category is "Other Hispanic or Latino"
Census 2000, Table DP-1, Profile of General Demographic Characteristics, Hispanic or Latino and Race
Census 2010 Summary File 1 Table QT-P10
Table construction by Castañeda & Associates

5) *Asian Population by Sub-Group*: Table A-19 shows the Asian population by sub-group. Almost one half of the Asian population is Filipino. All other sub-groups comprise a relatively small percentage of the Asian population.

Table A-19
City of Moreno Valley
Asian Population by Sub-Group

Sub-Group	Number	Percentage
Asian Indian	794	6.7%
Chinese	922	7.8%
Filipino	**5,437**	**45.8%**
Japanese	362	3.1%
Korean	678	5.7%
Vietnamese	1,394	11.7%
Other Asian[1]	2,280	19.2%
Total	11,867	100.0%

[1]Other Asian Alone, or two or more Asian Categories
Source: 2010 Census, Table DP-1 Profile of General Population and Housing Characteristics: 2010
Table construction by Castañeda & Associates

c. School District Enrollment Trends

The trends that the Census and ACS data show are re-enforced by the Moreno Valley Unified School District's estimates of the racial/ethnic composition of school-age children. Table A-20 shows that between 2007 and 2011, there was an increase in the Hispanic share of the total school age children. Further, there was an 18% decrease in the number of White children and nearly a 10% decrease in the number of Black or African American children.

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Table A-20
City of Moreno Valley
School Enrollment by Race/Ethnicity

	School Year					
Race/Ethnicity	**2007-2008**	**2008-2009**	**2009-2010**	**2010-2011**	**4-Year Numerical Change**	**4-Year Percent Change**
American Indian or Alaska Native	196	178	156	142	(54)	-27.6%
Asian	819	822	805	804	(15)	-1.8%
Native Hawaiian/Pacific Islander	242	263	256	265	23	9.5%
Filipino	736	696	711	659	(77)	-10.5%
Hispanic or Latino	22,653	22,161	23,255	23,638	985	**4.3%**
Black or African American	7,302	6,942	6,855	6,583	(719)	**-9.8%**
White	4,813	4,476	4,301	3,945	(868)	**-18.0%**
Two or More Races/No Response	365	554	470	579	214	58.6%
Total	37,126	36,092	36,809	36,615	(511)	-1.4%

Source: California Department of Education, Education Data Partnership.
Table construction by Castañeda & Associates

Important characteristics include:

- Hispanic youth comprise 64.5% of all students
- Black youth comprise 18% of all students
- White youth comprise 10.8% of all students

d. Areas of Minority Population Concentration (Population by Race and Ethnicity by Census Tract)

The Consolidated Plan regulations state that the City must identify and describe any areas within Moreno Valley -

> with concentrations of racial/ethnic minorities...stating how it defines...area of minority concentration. The locations and degree of these concentrations must be identified, either in a narrative or on one or more maps. [CFR 91.210]

In 2010, the City's population was 193,365 of which 81.1% belonged to a racial or minority group. Table A-21 shows the City's population by race and ethnicity by census tract. At the census tract level, the minority population ranges from a low of 53.3% (424.01) to a high of 91.1% (424.12).

To be identified as an area of minority concentration, a census tract's minority population percentage should exceed the citywide percentage of 81.1%. The Consolidated Plan regulations do not establish a criterion that defines "concentration" but instead allow cities to establish their own standard. The one standard that the regulations do explicitly establish pertains to "disproportionate housing needs" which is defined as 10% above the average for a specific community housing need. Therefore, an area of minority population concentration can be defined as a census tract having 91.1% or more of its population belonging to a minority racial or ethnic group. Table A-21 shows that the only census tract having a minority population of at least 91.1% is 424.12.

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Table A-21
City of Moreno Valley
Race/Ethnicity by Census Tract-2010

Census Tract	White alone	Hispanic or Latino	Black or African American alone	American Indian and Alaska Native alone	Asian alone	Native Hawaiian and Other Pacific Islander alone	Some Other Race alone	Two or More Races	Total	Percent Minority
422.12	1,811	3,088	1,097	22	468	24	11	206	6,727	73.1%
422.14	1,742	2,203	687	5	412	16	5	169	5,239	66.7%
424.01	972	779	173	6	92	3	5	50	2,080	53.3%
424.02	1,322	2,522	547	20	222	11	14	122	4,780	72.3%
424.03	1,157	1,996	575	21	207	24	4	87	4,071	71.6%
424.03	344	1,176	367	2	71	6	2	70	2,038	83.1%
424.04	725	2,436	1,539	27	113	22	8	127	4,997	85.5%
424.05	961	2,348	573	6	133	21	4	104	4,150	76.8%
424.06	1,022	1,653	353	28	104	9	2	91	3,262	68.7%
424.07	848	1,632	384	15	122	44	13	94	3,152	73.1%
424.08	794	1,725	577	7	103	14	5	74	3,299	75.9%
424.09	1,344	1,892	1,070	15	375	8	4	174	4,882	72.5%
424.10	889	932	489	10	122	10	5	83	2,540	65.0%
424.11	1,800	1,204	618	8	254	4	7	175	4,070	55.8%
424.12	321	2,892	245	8	67	21	10	48	3,612	91.1%
425.05	1,324	4,743	2,023	28	999	25	14	327	9,483	86.0%
425.06	741	2,944	869	19	288	15	7	128	5,011	85.2%
425.07	480	3,540	597	8	125	34	11	93	4,888	90.2%
425.08	594	2,071	317	2	139	3	0	67	3,193	81.4%
425.09	638	3,323	723	12	230	46	2	74	5,048	87.4%
425.10	472	2,129	524	5	97	9	5	67	3,308	85.7%
425.11	313	2,258	437	8	64	41	1	78	3,200	90.2%
425.12	595	2,144	346	3	141	69	7	74	3,379	82.4%
425.13	466	1,913	521	6	158	4	2	95	3,165	85.3%
425.14	352	2,691	587	21	90	5	5	52	3,803	90.7%
425.15	438	2,809	632	18	137	41	15	87	4,177	89.5%
425.16	520	2,053	465	2	144	23	20	51	3,278	84.1%
425.17	576	1,994	801	10	206	8	7	68	3,670	84.3%
425.18	190	1,087	322	6	53	6	1	41	1,706	88.9%
425.19	573	3,245	499	16	208	20	14	94	4,669	87.7%
425.20	637	3,176	737	15	195	52	11	99	4,922	87.1%
425.21	0	0	0	0	0	0	0	0	0	0.0%
426.20	934	3,562	1,205	25	611	21	23	175	6,556	85.8%
426.21	749	1,816	740	11	631	8	12	140	4,107	81.8%
426.22	1,197	1,100	835	8	383	22	13	124	3,682	67.5%
426.23	1,188	1,675	471	10	220	15	12	140	3,731	68.2%
426.24	0	0	0	0	0	0	0	0	0	0.0%

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Table A-21 continued
City of Moreno Valley
Race/Ethnicity by Census Tract-2010

Census Tract	White alone	Hispanic or Latino	Black or African American alone	American Indian and Alaska Native alone	Asian alone	Native Hawaiian and Other Pacific Islander alone	Some Other Race alone	Two or More Races	Total	Percent Minority
438.22	317	2,298	482	3	77	26	2	75	3,280	90.3%
467.00	1,063	3,748	1,001	26	323	37	10	157	6,365	83.3%
468.00	831	3,288	1,701	16	595	17	5	196	6,649	87.5%
483.00	776	1,826	1,216	32	450	15	24	150	4,489	82.7%
487.00	489	2,702	860	3	330	18	11	99	4,512	89.2%
489.01	748	2,274	553	14	103	17	3	93	3,805	0.3%
489.02	837	3,954	806	12	174	48	15	111	5,957	85.9%
490.00	1,523	3,420	1,999	15	978	58	16	236	8,245	81.5%
509.00	0	0	0	0	0	0	0	0	0	0.0%
511.00	960	2,908	1,632	19	409	50	21	189	6,188	84.5%
Total	36,573	105,169	33,195	573	11,423	990	388	5,054	193,365	81.1%

Source: American FactFinder, Census 2010, Summary File 1, Table P9, Hispanic or Latino by Race
Table construction by Castañeda & Associates

3. Sex (of Householder)

In the sale and rental of housing, fair housing laws protect several "classes" from discrimination. State and federal fair housing laws prohibit discrimination based on a person's sex. The United States Department of Justice (DOJ) has stated:

> The Fair Housing Act makes it unlawful to discriminate in housing on the basis of sex. In recent years, the Department's focus in this area has been to challenge *sexual harassment* in housing. Women, particularly those who are *poor*, and with limited housing options, often have little recourse but to tolerate the humiliation and degradation of sexual harassment or risk having their families and themselves removed from their homes.
>
> In addition, *pricing discrimination* in mortgage lending may also adversely affect women, particularly minority women. This type of discrimination is unlawful under both the Fair Housing Act and the Equal Credit Opportunity Act. [Emphasis added]
>
> Source: United States Department of Justice, Civil Rights Division, Housing and Civil Enforcement Section, *The Fair Housing Act*, July 25, 2008, pages 2 and 3

Housing discrimination complaint data made on the bases of sex or gender are noted below:

- 2.4% of all complaints filed with the FHCRC between 2007 and 2012
- 6.9% of all cases filed with the DFEH between 2001 and 2010

Table A-22 presents data on the number of male and female householders. The counts *exclude* married couple families as homes are typically owned or rented in both spouses' names. Excluding married couples, there are an estimated 22,592 householders of whom about 63% (14,300) are female and 37% (8,292) are male. About 4,300 female householders live alone or with nonrelatives, which represent about 30% (4,310/14,300) of all female householders.

Table A-22
City of Moreno Valley
Sex of Householder: 2010

Sex of Householder	Number	Percentage
Male Householder, No Wife Present	4,191	18.5%
Male Householder Living Alone	2,754	12.2%
Male Householder Living with Others	1,347	6.0%
Subtotal	8,292	36.7%
Female Householder, No Husband Present	9,990	44.2%
Female Householder Living Alone	3,340	14.8%
Female Householder Living with Others	970	4.3%
Subtotal	14,300	63.3%
Total	22,592	100.0%

Source: Census 2010, Table QT-H3: Tenure, Household Size and Age of Householder
Table construction by Castañeda & Associates

Poor women, as noted above by the DOJ, are often the victims of sexual harassment. About 36% of female householders with children have poverty incomes.

4. National Origin/Ancestry

The Fair Housing Act and California Fair Employment and Housing Act prohibit discrimination based upon national origin. According to the United States Department of Justice, such discrimination can be based either upon the country of an individual's birth or where his or her ancestors originated.

Housing discrimination complaint data made on the bases of national origin are noted below:

- 2.4% of all complaints filed with the FHCRC between 2007 and 2012
- 9.8% of all cases filed with the DFEH between 2001 and 2010

According to the 2010 Census the foreign born population consisted of about 48,000 persons or almost 25% of the City's total population. Of the foreign born population –

- 77.2% were born in Latin America
- 18.2% were born in Asia

Table A-23 shows the place of birth of the foreign born population.

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Table A-23
City of Moreno Valley
Place of Birth of the Foreign Born Population

Place of Birth	Number	Percent
Europe	911	1.9%
Asia	8,728	18.2%
Africa	719	1.5%
Oceania	240	0.5%
Latin America	37,021	77.2%
North America	336	0.7%
Total	47,955	100.0%

Source: American FactFinder, American Community Survey 2006-2010 5-Year Estimates. Table S0502: Selected Characteristics of the Foreign-Born Population by Period of Entry into the United States
Note: The percentage of the foreign-born population (46,427/187,428=24.8%) was obtained from ACS data and applied to Census 2010 population counts of 193,365 to obtain foreign born population estimate of 47,955
Table construction by Castañeda & Associates

Table A-24 shows that the race and ethnicity of the foreign born population reflects the place of birth or country of origin: 74.7% Hispanic or Latino and 16.8% Asian.

Table A-24
City of Moreno Valley
Race of the Foreign-Born Population

Race	Number	Percent
One Race	47,332	98.7%
White	18,607	38.8%
Black or African American	1,151	2.4%
American Indian and Alaska Native	192	0.4%
Asian	8,056	16.8%
Native Hawaiian and Other Pacific Islander	48	0.1%
Some Other Race	19,278	40.2%
Two or More Races	623	1.3%
Total	47,955	100.0%
Hispanic or Latino of Any Race	35,822	74.7%

Source: American Fact Finder, American Community Survey 2006-2010 5-Year Estimates. Table S0502: Selected Characteristics of the Foreign-Born Population by Period of Entry into the United States
Table construction by Castañeda & Associates

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5. Familial Status

The Fair Housing Amendments Act of 1988 prohibits discriminatory housing practices based on familial status. In most instances, according to the United States Department of Justice, the Act prohibits a housing provider from refusing to rent or sell to families with children. However, housing may be designated as housing for older persons (55 years + of age). This type of housing, which meets the standards set forth in the Housing for Older Persons Act of 1995, may operate as "senior housing" and exclude families with children.

The Act protects families with children less than 18 years of age, pregnant women, or families in the process of securing custody of a child under 18 years of age. The Department of Justice has stated:

> In addition to prohibiting the outright denial of housing to families with children, the Act also prevents housing providers from imposing any special requirements or conditions on tenants with children. For example, landlords may not locate families with children in any single portion of a complex, place an unreasonable restriction on the number of persons who may reside in a dwelling, or limit their access to recreational services provided to other tenants.
>
> Source: United States Department of Justice, Civil Rights Division, Housing and Civil Enforcement Section, *The Fair Housing Act*, July 25, 2008, page 3

Housing discrimination complaint data made on the bases of familial status are noted below:

- 7.2% of all complaints filed with the FHCRC between 2007 and 2012
- 15.1% of all cases filed with the DFEH between 2001 and 2010

The DOJ points out that would be renters can be denied access to housing because of prohibited discriminatory practices while in-place renters can face housing discrimination due to the practices of housing providers.

Table A-25 shows there are an estimated 43,200 *family* households, which comprise about 84% of all households. About 24,100 family households have children; therefore, about 47% of all households have children less than 18 years of age (24,115/51,592). Families with children represent a significant number of all households. Most families with children are husband-wife, two parent families. But about 5,700 female householders have children less than 18 years of age.

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Table A-25
City of Moreno Valley
Families With and Without Children: 2010

Type of Family	With Children < 18 Years	Percent	Without Children <18 Years	Percent	Total	Percent
Husband-Wife Families	16,210	55.9%	12,790	44.1%	29,000	100.0%
Female Householder No Husband Present	5,687	56.9%	4,303	43.1%	9,990	100.0%
Male Householder No Wife Present	2,218	52.9%	1,973	47.1%	4,191	100.0%
Total	24,115	55.8%	19,066	44.2%	43,181	100.0%

Source: Census 2010, DP-1: Profile of General Population and Housing Characteristics 2010
Table construction by Castañeda & Associates

6. Handicap/Disability

a. Background

The Fair Housing Amendments Act of 1988 prohibits discriminatory housing practices based on handicap/disability status in all types of housing transactions. Among other prohibitions, the Act is intended to prohibit the application of special restrictive covenants and conditional or special use permits that have the effect of limiting the ability of such individuals to live in the residence of their choice. Fair housing laws, therefore, make it illegal to deny a housing opportunity on the basis of disabilities.

In addition, the law prohibits applying one standard to one class of individuals while applying a different standard to another class of individuals. For example, it would be illegal to ask a disabled individual applying for an apartment to provide a credit report if non-disabled applicants do not have to provide one.

Housing discrimination complaint data made on the bases of handicap/disability are noted below:

- 47.3% of all complaints filed with the FHCRC between 2007 and 2012
- 26.1% of all cases filed with the DFEH between 2001 and 2010

Housing opportunities for disabled persons are impeded by practices in both the private and public sectors. For instance, "denied reasonable modification/accommodation" is often cited as an alleged act in housing discrimination complaints. Additionally, apartment rental ads often state "no pets allowed," even though disabled persons may have service or companion animals. In the public sector, housing opportunities can be impeded because a community has not adopted a reasonable accommodation procedure, or if adopted has not made the procedure widely known in the community.

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The United States Department of Justice has indicated a major focus of its efforts is on public sector impediments that may restrict housing opportunities for disabled persons. The Department has stated:

> The Division's enforcement of the Fair Housing Act's protections for persons with disabilities has concentrated on two major areas. One is insuring that zoning and other regulations concerning land use are not employed to hinder the residential choices of these individuals, including unnecessarily restricting communal, or congregate, residential arrangements, such as group homes. The second area is insuring that newly constructed multifamily housing is built in accordance with the Fair Housing Act's accessibility requirements so that it is accessible to and usable by people with disabilities, and, in particular, those who use wheelchairs.
>
> Source: United States Department of Justice, Civil Rights Division, Housing and Civil Enforcement Section, *The Fair Housing Act*, July 25, 2008, page 4

b. Estimates of People with Disabilities and Types of Disabilities

About 15,500 residents have one or more disabilities, according to data from the 2010 Census and 2010 American Community Survey. Table A-26 shows the number of disabled persons by age group. The elderly experience the highest disability prevalence rate – that is, about 44% of all persons 65 years of age and older have one or more disability.

Table A-26
City of Moreno Valley
Disability Status of Civilian Non-institutionalized Population by Age Group – April 2010

Age Group	Total Population	Disabled Population	Percent Disabled
< 5 years	16,175	0	0.0%
5-17 years	46,285	1,527	3.3%
18-64 years	118,695	8,546	7.2%
65 years +	12,127	5,384	44.4%
Total	193,282	15,457	8.0%

Note: Total population by age group is based on the 2010 Census. Also excluded is the institutionalized population of 83 persons. 36 institutionalized persons less than 18 years of age are subtracted from the 5-17 age group, 40 institutionalized persons are subtracted from the 18-64 years of age total population and 7 are subtracted from the 65+ age group total.
Sources: 2010 Census Summary File 1, Table P12 Sex by Age (total population by age group)
2010 Census Summary File 1, Table QT-P13 Group Quarters Population by Sex, Age, and Type of Group Quarters: 2010 (institutionalized population by age group)
Source: American FactFinder, U.S. Census Bureau, 2010 American Community Survey 1-Year Estimates, Table S1810, Disability Characteristics
Table construction by Castañeda & Associates

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The 2010 American Community Survey asks respondents about six different types of disabilities:

- Hearing difficulty – "deaf or [had] serious difficulty hearing."
- Vision difficulty – "blind or [had] serious difficulty even when wearing glasses."
- Cognitive difficulty – "serious difficulty concentrating, remembering, or making decisions."
- Ambulatory difficulty – "serious difficulty walking or climbing stairs."
- Self-care difficulty – "difficulty dressing or bathing."
- Independent living difficulty – difficulty doing errands alone such as visiting a doctor's office or shopping."

Table A-27 shows that the most prevalent disabilities are "ambulatory difficulty" and "independent living difficulty." Elderly people experience both of these difficulties.

Table A-27
City of Moreno Valley
Types of Disabilities by Age Group

Types of Disability	<5 Yrs of Age	5 to 17 Yrs of Age	18 to 64 Yrs of Age	65 Yrs of Age+	Total
With a hearing difficulty	0	93	1,306	2,062	3,461
With a vision difficulty	0	185	1,662	291	2,138
With a cognitive difficulty	0	1,203	2,611	1,734	5,548
With a ambulatory difficulty	0	139	4,629	3,614	8,382
With a self-care difficulty	0	370	1,780	1,613	3,763
With an independent living difficulty	0	0	3,323	3,020	6,343
Total disabilities	0	1,990	15,311	12,334	29,635
People with one or more disability	0	1,527	8,546	5,384	15,457
Disabilities per disabled person	0	1.3	1.79	2.29	1.92

Sources: 2010 Census Summary File 1, Table P12 Sex by Age (total population by age group)
2010 Census Summary File 1, Table QT-P13 Group Quarters Population by Sex, Age, and Type of Group Quarters: 2010 (institutionalized population by age group)
Source: American FactFinder, U.S. Census Bureau, *2010 American Community Survey 1-Year Estimates, Sex By Disability Status.*
Table construction by Castañeda & Associates

About 2,470 elderly households – 2,065 owners and 405 renters - have disabilities, sometimes two or more disabilities. Elderly disabled owners may need home modifications as they age in place and permission from the City to make exterior modifications such as constructing ramps in the side yard. Elderly disabled renters may need permission for reasonable modifications and accommodations from their landlord.

About 1,658 elderly households – 1,386 owners and 272 renters – experience ambulatory difficulties, which is an indicator of the need for accessible housing. A greater number of people 18-64 years of age than those 65 years + have ambulatory difficulties. It is possible that many of these people belong to the 62-64 years of age group. Additionally, it is possible that many disabled persons have a need for service and companion animals.

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(The average 65 years + household size of 2.18 was applied to the 5,384 persons 65 years + to estimate the number of 65 years + disabled households – 5,384/2.18 = 2,470. The percentage of owners (83.6%) and renters (16.4%) was then applied to the 2,470 households to estimate the number of owners and renters 65 years +.)

7. Marital Status

The California Fair Employment and Housing Act prohibits discrimination based on marital status. The applicable state regulation defines marital status as –

> (a)n individual's state of marriage, non-marriage, divorce or dissolution, separation, widowhood, annulment, or other marital status.

Essentially, this means that all persons in a household or establishing a household fall within the meaning of this fair housing protect group. People are covered regardless of marital status or the state of marriage or non-marriage.

Housing discrimination complaint data made on the bases of marital status are noted below:

- 0% of all complaints filed with the FHCRC between 2007 and 2012
- 2.1% of all cases filed with the DFEH between 2001 and 2010

The 2010 *American Community Survey* has five "marital status" categories:

- Never married
- Now married, except separated
- Separated
- Widowed
- Divorced

These terms refer to the marital status at the time of the survey. A married couple includes a family in which the householder and his or her spouse are enumerated as members of the same household. The "now married, except separated" category includes all married people except those who are now legally married but separated. Separated persons are included in a different category. In selected tabulations, data for married and separated people are reorganized and combined with information on the presence of the spouse in the same household. The *American Community Survey* reports the marital status of the male and female population that is 15 years of age and older. Table A-28 shows that about 47% of the population 15 years of age or older are married and about 37% have never married.

MV00195884

Table A-28
City of Moreno Valley
Marital Status of the Population 15 Years and Over: 2010

Marital Status	Females	Percent	Males	Percent	Total	Percent
Never Married	26,519	35.8%	26,964	39.3%	53,482	37.5%
Now Married, Except Separated	31,905	43.0%	34,855	50.8%	66,760	46.8%
Separated	3,323	4.5%	1,341	2.0%	4,664	3.3%
Widowed	5,076	6.8%	534	0.8%	5,610	3.9%
Divorced	7,309	9.9%	4,942	7.2%	12,251	8.6%
Total	74,132	100.0%	68,636	100.0%	142,768	100.0%

Sources: 2010 American Community Survey 1-Year Estimates, Table DP02, Selected Social Characteristics, Marital Status Census 2010 Summary File 1, Table P12 Sex by Age
Table construction by Castañeda & Associates

G. COMPARISON OF THE STATUS AND WELL-BEING OF PROTECTED GROUPS

Part F explores the relative well-being of the fair housing protected groups. For example, how do each of the groups compare with regard to income, poverty and crowding.

1. Annual Median Household Income

Table A-29 shows in rank order the median household incomes for difference races and the Hispanic population. Four population groups have median incomes above and four have median incomes below the City average of $48,907. The Black households have the lowest median household income - $31,900 – which helps to explain the relatively high poverty rate of this group. The 2010 median households unfortunately must be interpreted with caution because of the large margins of error (refer to table footnotes.)

2. Poverty Income

Although there are different types of poverty, the most common meaning refers to "income poverty," or the lack of sufficient income to meet minimum consumption needs. Poverty then refers to persons who are income poor and, perhaps, have no income at all. According to the U.S. Census Bureau, the poverty thresholds are dollar amounts used to determine poverty status. The Office of Management and Budget (OMB) in Statistical Policy Directive 14 established the official measure of poverty.

The poverty thresholds were originally derived in 1963-1964 using U.S. Department of Agriculture food budgets designed for families under economic stress. At the core of the poverty definition was the economy food plan – that is, the least costly of four nutritionally adequate food plans designed by the USDA. The poverty thresholds have been the subject of much criticism. For example, the official measure does not take into account California's higher cost of living and regional differences – urban versus rural – within the State.

Attachment 3 provides more detailed information on the meaning and estimation of poverty income. In 2010 a mother with two children would be considered poor if her annual income was less than $17,568. A husband-wife family with two children would be classified as poor if their annual income was less than $22,113.

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Table A-29
City of Moreno Valley
Median Household Income by
Race and Ethnicity of Householder in Rank Order– 2010

Race of Householder	Median Income[1]	Number of Households
Hawaiian/Pacific Islander Alone[2]	$74,250	220
Two or More Races	$69,259	1,053
White Alone, Not Hispanic	$65,830	13,672
Asian Alone	$55,527	3,173
Hispanic	$44,939	22,660
Some Other Race Alone	$44,493	106
American Indian/Alaskan Alone[2]	$42,361	188
Black/African American Alone	$31,929	10,520
All Households	**$48,907**	51,592

[1]The Margin of error for All Households is +/- $5,318; White Alone is +/-$5,774; Hispanic or Latino Households is +/- $6,647; Black or African American Households is +/- $9,941; Asian Households is +/- $29,272; Some Other Race Alone is +/- $10,385; Two or More Races +/-$24,635
[2]Median Income determined from American Community Survey 5-Year Estimates. American Indian/Alaska Native +/- $43,345; Hawaiian Other Pacific Islander +/- $38,791
Sources: 2010 American Community Survey 1-Year Estimates Tables B19013, B19013B, B19013C, B19013D, B19013E, B19013F, B19013G, B19013H and B19013I.
Census 2010 Summary File 1, Table HCT1: Tenure by Hispanic or Latino Origin of Householder by Race of Householder
Table construction by Castañeda & Associates

a. Poverty Income by Race and Ethnicity

About one in five householders have poverty incomes. Table A-30 shows the poverty rates by race and ethnicity which range from a low of 4.4% (Native Hawaiian or Other Pacific Islander) to a high of 35.8% (Asian). The Black population also has a high poverty rate. Although poverty rates differ, any household with such low incomes – regardless of race or ethnicity – would be unable to afford market rate housing. Their freedom to attain their housing of choice is severely restricted. (As noted in the table footnote, the margin of error for the Asian poverty rate was +/- 18%.)

b. Poverty Income by Familial Status and Presence of Children

Poverty by family type offers another indicator of the well-being of the fair housing protected groups. Female householders with children often confront bias in the rental housing market. Their access to decent housing also is made more difficult by poverty. Table A-31 shows that female households have significantly higher poverty rates than other household types. Female heads of households both with and without children under 18 experience the highest poverty income rates. About 2,000 female householders with children live in poverty, or about 36% of all such household types.

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Table A-30
City of Moreno Valley
Poverty Status by Race and Ethnicity – 2010

Race/Ethnicity	2010 Population	Number Below Poverty Level	Percent Below Poverty Level
One Race			
White	80,969	13,198	16.3%
Black or African American	34,889	9,455	27.1%
American Indian and Alaskan Native	1,721	150	8.7%
Asian	11,867	4,248	35.8%
Native Hawaiian or Other Pacific Islander	1,117	49	4.4%
Some Other Race	51,741	10,141	19.6%
Two or More Races	11,061	1,206	10.9%
Total	193,365	37,513	**19.4%**
Hispanic or Latino of any race	105,169	19,456	18.5%
White Alone, Not Hispanic	36,573	4,828	13.2%

Note: American Indian/Alaska Native and Native Hawaiian or Other Pacific Islander based on American Community Survey 5-year Estimates
Note: Margin of error for Asian population is +/- 18%
Source: 2010 Census, DP-1 Profile of General Population and Housing Characteristics
2010 American Community Survey 1-Year Estimates, Table S1701, Poverty Status in the Past 12 Months
Table construction by Castañeda & Associates

Table A-31
City of Moreno Valley
Poverty Status by Familial Status and Presence of Children-2010

Family Type	Total Number of Families	Number Below Poverty Level	Percent Below Poverty Level
Married Couple Families	29,000	3,712	12.8%
With related children under 18 years	16,210	2,772	17.1%
Female Householder, no husband present	9,990	3,127	31.3%
With related children under 18 years	5,687	2,042	35.9%
All Families	43,181	7,513	17.4%
With related children under 18 years	24,115	5,161	21.4%

Note: Table does not include Male Householder, No Wife Present (4,191) With Own Children (2,218).
Source: American FactFinder, 2010 American Community Survey (ACS) 1-Year Estimates, Table S1702 Poverty Status in the Past 12 Months of Families
2010 Census, DP-1 Profile of General Population and Housing Characteristics: 2010, Households by Type.
Characteristics: 2010, Households by Type
Table construction by Castañeda & Associates

MV00195887

c. Poverty Income by Citizenship Status

Housing discrimination based on foreign status and ancestry is prohibited. Table A-32 shows that the foreign born population has a somewhat higher poverty rate than the native population. Naturalized citizens, on the other hand, have a poverty rate of 9.8%.

Table A-32
City of Moreno Valley
Poverty Status by Citizenship Status-2010

Citizenship Status	Total Persons	Percent Below Poverty Level
Native	22,509	15.5%
Foreign Born	8,859	**18.4%**
Naturalized Citizen	1,895	9.8%

Note: ACS percentage distribution applied to 2010 population
Source: American FactFinder, 2006-2010 American Community Survey (ACS) 5-Year Estimates, Table S1703, Selected Characteristics of People at Specified Levels of Poverty in the Past 12 Months
Table construction by Castañeda & Associates

According to the *American Community Survey*:

> The native population includes anyone who was a U.S. citizen or a U.S. national at birth. This includes respondents who indicated they were born in the United States, Puerto Rico, a U.S. Island Area (such as Guam), or abroad of American (U.S. citizen) parent or parents.
>
> The foreign-born population includes anyone who was not a U.S. citizen or a U.S. national at birth. This includes respondents who indicated they were a U.S. citizen by naturalization or not a U.S. citizen.
>
> The American Community Survey questionnaires do not ask about immigration status. The population surveyed includes all people who indicated that the United States was their usual place of residence on the survey date. The foreign-born population includes naturalized U.S. citizens, lawful permanent residents (i.e. immigrants), temporary migrants (e.g., foreign students), humanitarian migrants (e.g., refugees), and unauthorized migrants (i.e. people illegally present in the United States).

3. Homeownership

a. Homeownership By Race and Ethnicity

Existing and would be home owners primarily can experience housing discrimination during the process of buying a home. For instance, discriminatory behavior could be made by real estate agents, appraisers, lenders, and home insurance agents. Renters, on the other hand, could be denied access to housing while in-place tenants could be discriminated against by landlords. Most housing discrimination complaints are made be renters.

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Table A-33 shows that the City has about 33,400 owner and 18,200 renter households. Hispanic or Latino renters comprise about 8,100 of the 18,200 renters. The City's homeownership rate was almost 65% in 2010. Homeownership rates ranged from a low of 48.2% (Native Hawaiian or Other Pacific Islander) to a high of almost 76% (White Alone). Only two groups – Asians and White Alone – had home ownership rates higher than the City's average.

Table A-33
City of Moreno Valley
Homeownership Rates by Race and Ethnicity: 2010

Race/Ethnicity	Owners	Percent	Renters	Percent	Total Households	Percent*
White	10,382	75.9%	3,290	24.1%	13,672	26.5%
Black or African American	5,354	50.9%	5,166	49.1%	10,520	20.4%
American Indian/Alaska Native	104	55.3%	84	44.7%	188	0.4%
Asian	2,312	72.9%	861	27.1%	3,173	6.2%
Native Hawaiian or Other Pacific Islander	106	48.2%	114	51.8%	220	0.4%
Some Other Race	54	50.9%	52	49.1%	106	0.2%
Two or More Races	569	54.0%	484	46.0%	1,053	2.0%
Hispanic or Latino	14,512	64.0%	8,148	36.0%	22,660	43.9%
Total	33,393	64.7%	18,199	35.3%	51,592	100.0%

Refers to % of all households
Sources: American FactFinder, Census 2010 Summary File 1, Table HCT1: Tenure by Hispanic or Latino Origin of Householder by Race of Householder
Table construction by Castañeda & Associates

b. Homeownership By Familial Status

The need for fair housing services is directly correlated to size of the fair housing protected groups against whom housing discrimination is practiced. Moreno Valley has about 24,100 families with children. Families with children – most frequently renters – face housing discrimination. Almost 10,200 renter households have children. Table A-34 shows the number of families with and without children by tenure.

Table A-34
City of Moreno Valley
Tenure by Presence of Children - 2010

Presence of Children	Owner	Percent	Renter	Percent	Total	Percent
With Own Children Under 18 Years	13,960	41.8%	**10,155**	55.8%	24,115	46.7%
No Own Children Under 18 Years	19,433	58.2%	8,044	44.2%	27,477	53.3%
Total	33,393	100.0%	18,199	100.0%	51,592	100.0%

Source: American FactFinder, Census 2010, Summary File 1, Table HCT2: Tenure by Presence and Age of Own Children.
Table construction by Castañeda & Associates

c. Homeownership By Household Type and Sex of Householder

Table A-35 provides information on the fair housing protected groups of sex and familial status. About 14,300 female householders call Moreno Valley home, which is almost 28% of all households. About 7,100 of the 14,300 female householders are renters. That means that about 40% of all renters are female householders.

Table A-35
City of Moreno Valley
Tenure by Household Type-2010

Household Type	Owner	Percent	Renter	Percent	Total	Percent
Husband-Wife Families	21,629	74.6%	7,371	25.4%	29,000	56.2%
Male Householder, No Wife Present	2,320	55.4%	1,871	44.6%	4,191	8.1%
Female Householder, No Husband Present	4,649	46.5%	5,341	53.5%	9,990	19.4%
Male Householder Living Alone	1,593	57.8%	1,161	42.2%	2,754	5.3%
Male Householder Living With Others	689	51.2%	658	48.8%	1,347	2.6%
Female Householder Living Alone	2,009	60.1%	1,331	39.9%	3,340	6.5%
Female Householder Living With Others	504	52.0%	466	48.0%	970	1.9%
Total	33,393	64.7%	18,199	35.3%	51,592	100.0%

Source: American FactFinder, Census 2010, Summary File 1, Table QT-H2: Tenure, Household Size, and Age of Householder
Table construction by Castañeda & Associates

4. Overcrowding by Race and Ethnicity

HUD CHAS data provides estimates of the number of occupants per room based on the 2005-2009 American Community Survey (ACS). The following definitions apply to this topic:

> Occupants per room are obtained by dividing the number of people in each occupied housing unit by the number of rooms in the unit. The figures show the number of occupied housing units having the specified ratio of people per room. Although *the Census Bureau has no official definition of crowded units*, many users consider units with more than one occupant per room to be crowded.
>
> For each unit, rooms include living rooms, dining rooms, kitchens, bedrooms, finished recreation rooms, enclosed porches suitable for year-round use, and lodger's rooms. Excluded are strip or pullman kitchens, bathrooms, open porches, balconies, halls or foyers, half-rooms, utility rooms, unfinished attics or basements, or other unfinished space used for storage. A partially divided room is a separate room only if there is a partition from floor to ceiling, but not if the partition consists solely of shelves or cabinets.

Table A-36 shows the crowding data by race and ethnicity. About one of every six Hispanic households are "crowded" and Hispanic households comprise 82% of all "crowded" households.

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Table A-36
City of Moreno Valley
Occupants per Room by Race/Ethnicity-2010

Race/Ethnicity	Less than 1.00	1.01 or More	Total	Percent Overcrowded
White Alone, Not Hispanic or Latino	13,447	225	13,672	1.6%
Hispanic or Latino	18,967	**3,693**	22,660	**16.3%**
Black or African American	10,466	54	10,520	0.5%
Asian	2,722	451	3,173	14.2%
Am. Indian or Alaska Native	170	18	188	9.6%
Nat. Hawaiian or Other Pac. Isl.	145	75	220	34.3%
Some Other Race	85	21	106	19.6%
Two or More Races	972	81	1,053	7.7%
Total	47,085	4,507	51,592	8.7%

Source: American FactFinder, 2010 American Community Survey 1-Year Estimates, Tables B25014B-I: Tenure by Occupants per Room
Notes: American Indian and Native Hawaiian based on 5 year estimates
% applied to 2010 households count by race and ethnicity
Table construction by Castañeda & Associates

A home with a living room, dining room, kitchen, 3 bedrooms, and an enclosed porch would need to have seven people to reach the 1.0 ratio whereas six people would not be deemed crowded. But it important to observe that the Census Bureau has *no official definition* of crowded units and that occupants per room is merely a ratio that measures the number of occupants per room.

An often quoted occupancy standard is two persons per bedroom or two persons per bedroom plus one additional person. Thus, six or seven persons could live in a 3-bedroom housing unit and not be considered crowded.

However, strict occupancy standards could adversely impact Hispanic households. Moreover, people who live in housing with 1.0 or more occupants per room may not think they are crowded.

Source: Ellen Pader, *Housing Occupancy Standards: Inscribing Ethnicity and Family Relations on the Land*, Journal of Architectural and Planning Research, Winter 2002, pages 300-318

MV00195891

Attachment A
Fair Housing Protected Classes

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability). These categories of persons are "protected classes" under the provisions of the Fair Housing Act.

Race: The Fair Housing Act does not define race. Data on race is required for many federal programs and the Census Bureau collects race data in accordance with guidelines provided by the U.S. Office of Management and Budget (OMB) and these data are based on self-identification. The racial categories included in the census form generally reflect a *social definition* of race recognized in this country, and are not an attempt to define race biologically, anthropologically or genetically. In addition, the Census Bureau recognizes that the categories of the race item include both racial and national origin or socio-cultural groups. Census 2010 and the American Community Survey provide for six race categories: White; Black, African American or Negro; American Indian or Alaska Native; Asian; Native Hawaiian or Other Pacific Islander; and Some Other Race.

Color: The Fair Housing Act does not define color. However, it must refer to the complexion of a person's skin color or pigmentation. The 2010 racial categories can be traced to Statistical Policy Directive No.15, promulgated by the OMB on May 12, 1977. "The four racial categories stipulated in the (1977) directive parallel the classic nineteenth-century color designations of black, white, red (American Indian or Alaska native), and yellow (Asian or Pacific Islander); there is no brown race in the American ethnoracial taxonomy." [Victoria Hattam, "Ethnicity & the Boundaries of Race: Re-reading Directive 15," *Daedalus*, Winter 2005, page 63]

Religion: According to the United States Department of Justice, this prohibition covers instances of overt discrimination against members of a particular religion as well as less direct actions, such as zoning ordinances designed to limit the use of private homes as places of worship.

Sex: This basis refers to gender identity. California's Fair Employment and Housing Act defines "sex" as including, but not limited to, pregnancy, childbirth, medical conditions related to pregnancy or childbirth and a person's gender, as defined in Section 422.56 of the Penal Code. Government Code Section 12926(p)

National Origin: This basis refers to the real or perceived country of an individual's birth, ancestry, language and/or customs.

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Familial Status: According to Section 802(k) of the Fair Housing Act, as amended, means one or more individuals (who have not attained the age of 18 years) being domiciled with--

(1) a parent or another person having legal custody of such individual or individuals; or
(2) the designee of such parent or other person having such custody, with the written permission of such parent or other person.

The protections afforded against discrimination on the basis of familial status shall apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years.

Handicap (Disability): According to Section 802(h) of the Fair Housing Act, as amended, handicap/disability means -

(1) a physical or mental impairment which substantially limits one or more of such person's major life activities,
(2) a record of having such an impairment, or
(3) being regarded as having such an impairment, but such term does not include current, illegal use of or addiction to a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

The two special rights extended to the disabled include: 1) the right to make reasonable modifications to a dwelling to enable them to live there comfortably, and 2) the responsibility of management to make reasonable accommodations in order to allow the disabled person to fully enjoy their tenancy. An accommodation, in most cases, involves modifying a policy, procedure, service or rule, such as allowing assistive animals when no pets are allowed, or assigned special parking spaces.

California's Fair Employment and Housing Act (FEHA) is the primary state law which prohibits discrimination in the sale, rental, lease negotiation, or financing of housing. The FEHA has five additional protected classes: sexual orientation, marital status, ancestry, source of income and age.

Sexual Orientation: The FEHA defines this basis as heterosexuality, homosexuality, and bisexuality. Government Code Section 12926(q)

Marital Status: The applicable state regulation defines marital status as "(a)n individual's state of marriage, non-marriage, divorce or dissolution, separation, widowhood, annulment, or other marital status."

Ancestry: According to the U.S. Census Bureau, "Ancestry refers to a person's ethnic origin, heritage, descent, or "roots," which may reflect their place of birth or that of previous generations of their family. Some ethnic identities, such as 'Egyptian" or "Polish' can be traced to geographic areas outside the United States, while other ethnicities such as 'Pennsylvania German' or 'Cajun' evolved in the United States.

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Source of Income: Source of income means lawful, verifiable income paid directly to tenant or paid to a representative of a tenant. A landlord is not considered a representative of a tenant. For purposes of the FEHA, it shall not constitute discrimination based on source of income to make a written or oral inquiry concerning the level or source of income.

Age: Age refers to the chronological age of any individual who has reached his or her 40th birthday.

Arbitrary: Arbitrary discrimination is prohibited. For instance, this means when management deliberately or arbitrarily discriminates against a person or group of persons based on personal characteristics. This might include, for example, persons with tattoos, numerous body piercings, unusual hair styles, overweight persons, etc.

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Attachment B
2010 Census Definitions of Race and Hispanic/Latino

The data on race were derived from answers to the question on race that was asked of all people. The U.S. Census Bureau collects race data in accordance with guidelines provided by the U.S. Office of Management and Budget (OMB), and these data are based on self-identification. The racial categories included in the census questionnaire generally reflect a social definition of race recognized in this country and not an attempt to define race biologically, anthropologically, or genetically. In addition, it is recognized that the categories of the race item include racial and national origin or sociocultural groups. People may choose to report more than one race to indicate their racial mixture, such as "American Indian" ***and*** "White." People who identify their origin as Hispanic, Latino, or Spanish may be of any race.

The racial classifications used by the Census Bureau adhere to the October 30, 1997, *Federal Register* notice entitled, "Revisions to the Standards for the Classification of Federal Data on Race and Ethnicity" issued by OMB. These standards govern the categories used to collect and present federal data on race and ethnicity. OMB requires five minimum categories (White, Black or African American, American Indian or Alaska Native, Asian, and Native Hawaiian or Other Pacific Islander) for race. The race categories are described below with a sixth category, "Some Other Race," added with OMB approval. In addition to the five race groups, OMB also states that respondents should be offered the option of selecting one or more races.

If an individual did not provide a race response, the race or races of the householder or other household members were allocated using specific rules of precedence of household relationship. For example, if race was missing for a natural-born child in the household, then either the race or races of the householder, another natural-born child, or spouse of the householder were allocated.

If race was not reported for anyone in the household, then their race was assigned based on their prior Census record (either from Census 2000 or the American Community Survey), if available. If not, then the race or races of a householder in a previously processed household were allocated.

Definitions from OMB guide the Census Bureau in classifying written responses to the race question:

White. A person having origins in any of the original peoples of Europe, the Middle East, or North Africa. It includes people who indicate their race as "White" or report entries such as Irish, German, Italian, Lebanese, Arab, Moroccan, or Caucasian.

Black or African American. A person having origins in any of the Black racial groups of Africa. It includes people who indicate their race as "Black, African Am., or Negro" or report entries such as African American, Kenyan, Nigerian, or Haitian.

American Indian or Alaska Native. A person having origins in any of the original peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment. This category includes people who indicate their race as "American Indian or Alaska Native" or report entries such as Navajo, Blackfeet, Inupiat, Yup'ik, or Central American Indian groups or South American Indian groups.

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Respondents who identified themselves as "American Indian or Alaska Native" were asked to report their enrolled or principal tribe. Therefore, tribal data in tabulations reflect the written entries reported on the questionnaires. Some of the entries (for example, Metlakatla Indian Community and Umatilla) represent reservations or a confederation of tribes on a reservation. The information on tribe is based on self-identification and therefore does not reflect any designation of federally or state-recognized tribe. The information for the 2010 Census was derived from the American Indian and Alaska Native Tribal Classification List for Census 2000 and updated from 2002 to 2009 based on the annual *Federal Register* notice entitled "Indian Entities Recognized and Eligible to Receive Services From the United States Bureau of Indian Affairs," Department of the Interior, Bureau of Indian Affairs, issued by OMB, and through consultation with American Indian and Alaska Native communities and leaders.

Asian. A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam. It includes people who indicate their race as "Asian Indian," "Chinese," "Filipino," "Korean," "Japanese," "Vietnamese," and "Other Asian" or provide other detailed Asian responses.

Native Hawaiian or Other Pacific Islander. A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands. It includes people who indicate their race as "Native Hawaiian," "Guamanian or Chamorro," "Samoan," and "Other Pacific Islander" or provide other detailed Pacific Islander responses.

Some Other Race. Includes all other responses not included in the "White," "Black or African American," "American Indian or Alaska Native," "Asian," and "Native Hawaiian or Other Pacific Islander" race categories described above. Respondents reporting entries such as multiracial, mixed, interracial, or a Hispanic, Latino, or Spanish group (for example, Mexican, Puerto Rican, Cuban, or Spanish) in response to the race question are included in this category.

Two or More Races. People may choose to provide two or more races either by checking two or more race response check boxes, by providing multiple responses, or by some combination of check boxes and other responses. The race response categories shown on the questionnaire are collapsed into the five minimum race groups identified by OMB and the Census Bureau's "Some Other Race" category. For data product purposes, "Two or More Races" refers to combinations of two or more of the following race categories:

1. White
2. Black or African American
3. American Indian or Alaska Native
4. Asian
5. Native Hawaiian or Other Pacific Islander
6. Some Other Race

There are 57 possible combinations involving the race categories shown above. Thus, according to this approach, a response of "White" and "Asian" was tallied as Two or More Races, while a response of "Japanese" and "Chinese" was not because "Japanese" and "Chinese" are both Asian responses.

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Hispanic or Latino Origin

The data on the Hispanic or Latino population were derived from answers to a question that was asked of all people. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms, while others may identify with only one of these three specific terms. People who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories listed on the questionnaire ("Mexican," "Puerto Rican," or "Cuban") as well as those who indicate that they are "another Hispanic, Latino, or Spanish origin." People who do not identify with one of the specific origins listed on the questionnaire but indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic. Up to two write-in responses to the "another Hispanic, Latino, or Spanish origin" category are coded.

Origin can be viewed as the heritage, nationality group, lineage, or country of birth of the person or the person's parents or ancestors before their arrival in the United States. People who identify their origin as Hispanic, Latino, or Spanish may be of any race.

Some tabulations are shown by the origin of the householder. In all cases where the origin of households, families, or occupied housing units is classified as Hispanic, Latino, or Spanish, the origin of the householder is used. If an individual did not provide a Hispanic origin response, their origin was allocated using specific rules of precedence of household relationship. For example, if origin was missing for a natural-born child in the household, then either the origin of the householder, another natural-born child, or spouse of the householder was allocated.

If Hispanic origin was not reported for anyone in the household and origin could not be obtained from a response to the race question, then their origin was assigned based on their prior census record (either from Census 2000 or the American Community Survey), if available. If not, then the Hispanic origin of a householder in a previously processed household with the same race was allocated. As in Census 2000, surnames (Spanish and non-Spanish) were used to assist in allocating an origin or race.

Comparability. There are four changes to the Hispanic origin question for the 2010 Census. First, the wording of the question differs from that in 2000. In 2000, the question asked if the person was "Spanish/Hispanic/Latino." In 2010, the question asks if the person is "of Hispanic, Latino, or Spanish origin." Second, in 2000, the question provided an instruction, "Mark ☐ the '**No**' box if **not** Spanish/Hispanic/ Latino." The 2010 Census question provided no specific instruction for non-Hispanics. Third, in 2010, the "Yes, another Hispanic, Latino, or Spanish origin" category provided examples of six Hispanic origin groups (Argentinean, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, and so on) and instructed respondents to "print origin." In 2000, no Hispanic origin examples were given. Finally, the fourth change was the addition of a new instruction in the 2010 Census that was not used in Census 2000. The instruction is stated as follows: "NOTE: Please answer BOTH Question 8 about Hispanic origin and Question 9 about race. For this census, Hispanic origins are not races."

There were two changes to the Hispanic origin question for Census 2000. First, the sequence of the race and Hispanic origin questions for Census 2000 differed from that in 1990; in 1990, the race question preceded the Hispanic origin question. Testing prior to Census 2000 indicated that response to the Hispanic origin question could be improved by placing it before the race question without affecting the response to the race question. Second, there was an instruction preceding the Hispanic origin question indicating that respondents should answer both the

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Hispanic origin and the race questions. This instruction was added to give emphasis to the distinct concepts of the Hispanic origin and race questions, and emphasized the need for both pieces of information.

Furthermore, there was a change in the processing of the Hispanic origin and race responses. In the 1990 census, respondents provided Hispanic origin responses in the race question and race responses in the Hispanic origin question. In 1990, the Hispanic origin question and the race question had separate edits; therefore, although information may have been present on the questionnaire, it was not fully utilized due to the discrete nature of the edits. However, for Census 2000, there was a joint race and Hispanic origin edit that utilized Hispanic origin and race information, regardless of the location.

Source: 2010 Census Redistricting Data (Public Law 94-171) Summary File: Technical Documentation, Appendix B – Definitions of Subject Characteristics, January 2011

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Attachment C
Poverty Income Thresholds

Poverty statistics in ACS products adhere to the standards specified by the Office of Management and Budget in Statistical Policy Directive 14. To determine a person's poverty status, one compares the person's total family income in the last 12 months with the poverty threshold appropriate for that person's family size and composition (see example below). If the total income of that person's family is less than the threshold appropriate for that family, then the person is considered "below the poverty level," together with every member of his or her family. If a person is not living with anyone related by birth, marriage, or adoption, then the person's own income is compared with his or her poverty threshold. The total number of people below the poverty level is the sum of people in families and the number of unrelated individuals with incomes in the last 12 months below the poverty threshold.

For example, consider a family of three with one child less than 18 years of age, interviewed in July 2010 and reporting a total family income of $14,000 for the last 12 months (July 2009 to June 2010). The base year (1982) threshold for such a family is $7,765, while the average of the 12 inflation factors is 2.24574 Multiplying $7,765 by 2.24574 determines the appropriate poverty threshold for this family type, which is $17,438 Comparing the family's income of $14,000 with the poverty threshold shows that the family and all people in the family are considered to have been in poverty. The only difference for determining poverty status for unrelated individuals is that the person's individual total income is compared with the threshold rather than the family's income.

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Table 1
Poverty Thresholds for 2012 by Size of Family and Number of Related Children Under 18 Years

Size of family unit	Related children under 18 years								
	None	One	Two	Three	Four	Five	Six	Seven	Eight or more
One person (unrelated individual).....									
Under 65 years.....	11,945								
65 years and over.....	11,011								
Two people.....									
Householder under 65 years.....	15,374	15,825							
Householder 65 years and over.....	13,878	15,765							
Three people.....	17,959	18,480	18,498						
Four people.....	23,681	24,069	23,283	23,364					
Five people.....	28,558	28,974	28,087	27,400	26,981				
Six people.....	32,847	32,978	32,298	31,647	30,678	30,104			
Seven people.....	37,795	38,031	37,217	36,651	35,594	34,362	33,009		
Eight people.....	42,271	42,644	41,876	41,204	40,249	39,038	37,777	37,457	
Nine people or more.....	50,849	51,095	50,416	49,845	48,908	47,620	46,454	46,165	44,387

Note: The poverty thresholds are updated each year using the change in the average annual Consumer Price Index for All Urban Consumers (CPI-U). Since the average annual CPI-U for 2009 was lower than the average annual CPI-U for 2008, poverty thresholds for 2009 are slightly lower than the corresponding thresholds for 2008
Source: U.S. Census Bureau

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Appendix B

APPENDIX B - PUBLIC SECTOR IMPEDIMENTS ANALYSIS

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A. INTRODUCTION

The United States Department of Justice has indicated that a major focus of its efforts is on public sector impediments that may restrict housing opportunities for disabled persons. The Department has stated:

> The Division's enforcement of the Fair Housing Act's protections for persons with disabilities has concentrated on two major areas. One is insuring that zoning and other regulations concerning land use are not employed to hinder the residential choices of these individuals, including unnecessarily restricting communal, or congregate, residential arrangements, such as group homes. The second area is insuring that newly constructed multifamily housing is built in accordance with the Fair Housing Act's accessibility requirements so that it is accessible to and usable by people with disabilities, and, in particular, those who use wheelchairs.
>
> Source: United States Department of Justice, Civil Rights Division, Housing and Civil Enforcement Section, *The Fair Housing Act*, July 25, 2008, page 4

California's Fair Employment and Housing Act states that it is unlawful:

> To discriminate through *public* or private *land use practices*, *decisions*, and *authorizations* because of race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income, or ancestry. Discrimination includes, but is not limited to, restrictive covenants, *zoning laws*, *denials of use permits*, and *other actions authorized under the Planning and Zoning Law* (Title 7 (commencing with Section 65000)), that make housing opportunities unavailable. [Emphasis added]

B. PUBLIC SECTOR IMPEDIMENTS ANALYSIS

1. Planning Policies

a. General Plan

The City's comprehensive vision for the future is the General Plan, which was adopted in 2006. Many of the General Plan goals and policies directly or indirectly relate to fair housing.

Key policies include that affect housing opportunities include:

> *Allows for diversity in terms of neighborhood character, from rural to urban.*
>
> *Promotes the maintenance and redevelopment of blighted areas.*
>
> *Allow for a range of housing opportunities, from apartments to executive homes.*

Important public service policies and objectives include:

> *Promote social services that meet the special needs for childcare, the elderly, and the disabled.*

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Ensure that a full range of human service programs are available to meet the lifetime development needs of residents of all ages, including the special needs of seniors, families, children, disabled persons and youth groups.

Encourage demand-response public transportation facilities, such as the mini-bus or dial-a-ride systems in order to facilitate the transportation needs of the elderly and disabled.

Evaluate existing social programs under the City's purview, and determine if they adequately address the needs of the aged, the disabled, low-income families and persons in crisis situations.

Conduct a detailed capital improvement program using the revised population projections and proposed land use characteristics of the General Plan.

b. Housing Element

The City's Housing Element is in the process of being updated and scheduled for adoption by mid-October 2013. As required by the Housing Element Law, the policy document will include a "program" to ensure equal housing opportunity for all persons. Specifically, the City's Housing Program must include actions to:

Promote housing opportunities for all persons regardless of race, religion, sex, marital status, ancestry, national origin or color.

The State Department of Housing and Community Development (HCD) offers the following guidance on the meaning ascribed to "promoting equal housing opportunity:

> In the housing element, a local equal housing opportunity program must provide a means for the resolution of local housing discrimination complaints and should include a program to disseminate fair housing information and information about resources throughout the community. The local program must involve the dissemination of information on fair housing laws, and provide for referrals to appropriate investigative or enforcement agencies. Where appropriate, communities should distribute fair housing information in languages other than English. Sites for display of fair housing information include buses, community and senior centers, local social service offices, and other public locations including civic centers or county administrative offices.
>
> Source: State Department of Housing and Community Development, *Housing Program: Equal Housing Opportunities*, May 6, 2010

2. Housing for Disabled Persons

a. Independent Living – ADA Physical Development

The City and Redevelopment Agency – together with a HUD Section 811 Capital Advance – financially assisted the development of the Moreno Valley Apartments. Built in 1996, the development is a 24-unit two-story apartment community with all units accessible by a wheelchair user. The complex has an elevator with 14 units located on the first floor and 10 units located on the second floor.

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The apartment community has 14 one-bedroom units; eight two-bedroom units; and two three-bedroom units.

Located at 24545 Bay Avenue, the Moreno Valley Apartments are close to a variety of transit, public and other community services.

Two other developments accommodate the housing needs of disabled persons:

- Atwood Gardens — 9 units for of permanent support housing for developmentally disabled adults
- Rancho Dorado — 15 units of permanent supportive housing for homeless and mentally ill adults

b. Housing for Disabled Persons – Licensed Residential Care Facilities

The California Community Care Licensing Division defines these facilities as follows:

Adult Residential Facilities: ARFs are facilities of any capacity that provide 24-hour non-medical care for adults ages 18 through 59, who are unable to provide for their own daily needs. Adults may be physically handicapped, developmentally disabled, and/or mentally disabled.

Residential Care Facilities for the Elderly: RCFEs provide care and supervision and assistance with activities of daily living, such as bathing and grooming. They may also provide incidental medical services under special care plans. The facilities provide services to persons 60 years of age and over and persons under 60 with compatible needs. RCFEs may also be known as assisted living facilities, retirement homes and board and care homes. The facilities can range in size from six beds or less to over 100 beds. The residents of these facilities require varying levels of personal care and protective supervision.

Group Homes: These are facilities of any capacity and provide 24-hour non-medical care and supervision to children in a structured environment. Group homes provide social, psychological, and behavioral programs for troubled youth.

Small Family Homes SFHs provide 24-hour-a-day care in the licensee's family residence for six or fewer children who are mentally disabled, developmentally disabled, or physically handicapped, and who require special care and supervision as a result of such disabilities.

Table B-1 shows the number (114) and capacity (676) of three types of residential care facilities.

c. Home Modifications

In addition, the City – through HOME funds – provides financial assistance to disabled homeowners. Among the major purposes of the Home Improvement Loan Program (3% deferred) is to "improve handicap accessibility."

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Table B-1
City of Moreno Valley
Licensed Residential Care Facilities –2013

Facility Type	Number	Capacity
Adult Residential Facilities	64	333
Residential Care Facilities For the Elderly	38	265
Group Homes	12	78
Total	114	676

Source: State Department of Social Services, Community Care Licensing Division, facilities inventory as of February 18, 2013
Note: Of the 64 ARF facilities, three had licenses pending. Total capacity of the three facilities is 18. Of the 38 RCFEs, three with a capacity of 20 beds had licenses pending. Two of the Small Family Homes with a capacity of twelve beds had provisional license and one with a capacity of six beds had a pending license.

3. Public Services

a. Fair Housing Services

The City annually contracts for the provision of fair housing services. Annually, the City allocates an average of $40,000 for these fair housing services.

Under this contract, the Fair Housing Council of Riverside County (FHCRC) provides a full range of fair housing services, including:

- Anti-discrimination services
- Landlord/tenant mediation and enforcement services
- Training and technical assistance
- Enforcement of housing rights,
- Foreclosure counseling and prevention
- First-time homebuyer counseling

The primary goal is to implement activities that affirmatively further fair housing.

b. Transit Services

Public transit is an important service that should be available to all transit dependent populations, including areas of minority and low-income concentrations. For some that live in the areas of concentration, public transit is a means of getting to work and, therefore, earn an income.

The Riverside Transit Agency (RTA), Metrolink, and a few other systems, such as the MoVan for seniors and the disabled, provide the majority of public transportation in Moreno Valley. The combination of these agencies provides transportation access within Moreno Valley, to surrounding communities within Riverside County, and regional transportation to Orange, Los Angeles and San Bernardino Counties.

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1) *Riverside Transit Agency*: Currently nine RTA bus routes serve the City, one of which connects with the Metrolink Rail Line Station to provide a light rail connection to Orange and Los Angeles Counties. Table B-2 lists the route number, general route descriptions, and areas served.

Table B-2
Riverside Transit Agency – Routes Serving Moreno Valley

Route #	Route Description	Also Serving
11	Moreno Valley Mall/March ARB	Sunnymead Middle School
		Moreno Valley High School
16	Riverside Downtown Terminal to Moreno Valley Mall	Downtown Riverside
		UCR, Canyon Crest Towne Center
		Canyon Springs Plaza
18	Sunnymead Ranch to Moreno Valley College	Moreno Valley Mall
		Hometown Buffet
		Canyon Springs High School
		Sunnymead Ranch
		Moreno Valley High School
		Vista Del Lago High School
		Riverside Community College
19	Moreno Valley Mall to Perris Station Transit Center – Trumble Road	March Mountain High School
		RCC
		Perris High School
20	Magnolia Center, RCR Medical Center	
	Moreno Valley Community Hospital	
	Moreno Valley College	
35	Beaumont/Banning to Moreno Valley Mall	Walmart, Kmart, City Hall
		Riverside County Regional
		Medical Center
41	Mead Valley Community Center to Moreno Valley College and RCRMC	Rancho Verde High School
		RCC Mo Val
		Riverside County Regional
		Medical Center
208	Temecula-Murrieta-Sun City-Perris Moreno Valley-Downtown Terminal	Riverside City Hall
		County Administration Building
210/220	Riverside Downtown Terminal to Palm Desert	Riverside City Hall
		County Administration Building

Source: Riverside Transit Agency

2) *RTA Dial-A-Ride (DAR) Program*: RTA also offers a dial-a-ride service for senior and disabled (ADA certified) passengers. The service provides curb-to-curb transportation to and from communities within Riverside County. The ADA Intercity #2 Dial-a-Ride route serves the cities of Moreno Valley, Riverside and Norco. Trips are able to be reserved seven days a week; however, reservations must be made at least one day in advance. Transfers are available for other city transportation services. The fare is $3.00 for seniors and disabled persons. Wait times vary as they pick up and drop off several different passengers per trip.

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3) *ADA Intercity*: ADA Intercity connection services are available for ADA-certified passengers only. The ADA Intercity #1 service is available for ADA passengers traveling to and from Moreno Valley, Mead Valley, Perris, Riverside, Woodcrest, Grand Terrace, Highgrove and Loma Linda. Trips may involve various transfers between vans.

4) *MoVan*: This service is operated by the Friends of Moreno Valley Senior Center in coordination with the RTA, and provides Moreno Valley transportation services for seniors and persons with disabilities. The service operates Monday-Friday, and specializes in trips to Riverside and Loma Linda. It requires a 24-hour advanced reservation. There is no charge, but donations are accepted.

4. Planning and Zoning Policies and Practices

As part of the preparation of the *Analysis of Impediments to Fair Housing Choice* the City responded to a 24-question survey regarding governmental codes or policies and practices that may result in the creation or perpetuation of one or more impediments to fair housing choice. The survey has a particular focus on land use and zoning regulations, practices and procedures that can act as barriers to the situating, development, or use of housing for individuals with disabilities. However, it also touches on areas that may affect fair housing choice for families with children or otherwise serve as impediments to full fair housing choice. In identifying impediments to fair housing choice, the survey looks to distinguish between *regulatory* impediments based on specific code provisions and *practice* impediments, which arise from practices or implementing policies used by the jurisdiction.

Attachment A is the complete *Survey of Zoning and Planning Codes, Policies and Practices That May Pose an Impediment to Fair Housing Choice*. The survey provides background information that explains the fair housing issues and concerns posed by each question. Three examples of background information are provided below:

- The *City of Santa Barbara v Adamson* case explains why cities should not have a definition of "family" that restricts housing opportunities for disabled persons living in a group home.
- The *U.S. ex re. Anti-Discrimination Center v. Westchester County* indicates that in appropriate circumstances affordable housing can be a tool to address a lack of fair housing choice in highly segregated communities.
- The Housing for Older Persons Act explains the conditions under which senior housing is exempt from the prohibition against familial discrimination.

Attachment A presents the results of the *Zoning and Planning Survey*. Based on this analysis it was determined that the City can take the actions affirmatively further fair housing. Table B-3 on pages 7 and 8 describes the public sector impediments and the recommended actions to ameliorate or remove the impediment.

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Table B-3
City of Moreno Valley
Summary of Public Sector Impediments
and Fair Housing Action Plan Recommendations

Impediment	Action Plan Recommendation
Housing for Disabled Persons – Disability Definition	
HUD encourages cities to provide a definition of "disability" in its planning and zoning codes.	In order to affirmatively further fair housing, the City will establish a specific disability definition that is identical to the one in the Federal Fair Housing Act. The definition will be included in the Reasonable Accommodation Procedure.
Housing for Disabled Persons – Supportive Services	
HUD encourages cities to make provisions for housing with supportive services in the planning and zoning codes. The City's zoning regulations do not explicitly prohibit or permit transitional and supportive housing in residential zones.	The Planning and Zoning Code will be revised to define transitional and supportive housing and to indicate the residential zones in which such housing is permitted.
Housing for Disabled Persons – Reasonable Accommodation Procedure	
HUD, the Federal Department of Justice and the California Attorney General's Office all encourage cities to adopt a reasonable accommodation procedure. This procedure provides a means for disabled persons to requests exceptions from the development standards of a planning and zoning code and the standards of a building code.	The City will adopt a reasonable accommodation procedure.
Special Needs Populations	
HUD encourages cities to address special needs populations through provisions in their planning and zoning codes and policies contained in their planning documents.	The City will address special needs populations through the policies of the Consolidated Plan and Housing Element. In the Housing Element Update (to be adopted by October 2013), the City must address the needs of the developmentally disabled population. The City also will consider amending the Planning and Zoning Code to include a definition and development standards for special needs housing.

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Table B-1 continued
City of Moreno Valley
Summary of Public Sector Impediments
and Fair Housing Action Plan Recommendations

Senior Housing	
Impediment	**Action Plan Recommendation**
Under federal law housing discrimination against families with children is permitted only in housing in which all the residents are 62 years of age or older or where at least 80% of the occupied units have one person who is 55 years of age or older. Generally, California law states that a housing provider using the lower age limitation of 55 years must have at least 35 units to use the familial status discrimination exemption. Also, California law, with narrow exceptions, requires all residents to be "senior citizens" or "qualified permanent residents", pursuant to Civil Code §51.3. The Planning and Zoning Code needs to be amended to contain a more precise definition of "senior housing."	The City will amend the Planning and Zoning Code by adding a senior housing definition. Many cities define senior housing as follows: Senior citizen housing shall mean a housing development consistent with the California Fair Employment and Housing Act (Government Code Section 12900 et. seq., including 12955.9 in particular), which has been "designed to meet the physical and social needs of senior citizens," and which otherwise qualifies as "housing for older persons" as that phrase is used in the Federal Fair Housing Amendments Act (42 U.S.C. 3607(b)) and implementing regulations and as that phrase is used in California Civil Code Section 51.2 and 51.3.

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Attachment A
Survey of Zoning, Planning and Building Codes, Policies and Practices That May Pose an Impediment to Fair Housing Choice

Name of Jurisdiction: City of Moreno Valley
Reviewing Agency: _____
Reviewer: _____
Date: _____

INTRODUCTION

As part of the preparation of an Analysis of Impediments to Fair Housing Choice, which is required for the receipt of certain federal funds, this survey provides answers to 24 questions regarding local governmental codes, policies and/or practices that may result in the creation or perpetuation of one or more impediments to fair housing choice. It has a particular focus on land use and zoning regulations, practices and procedures that can act as barriers to the situating, development, or use of housing for individuals with disabilities. However, it also touches on areas that may affect fair housing choice for families with children or otherwise serve as impediments to full fair housing choice.

The Survey helps to analyze the fair housing impacts of the City's codes and other documents related to land use and zoning decision-making. Additional information may be sought through interviews with appropriate staff and local developers of housing. In identifying impediments to fair housing choice, the survey looks to distinguish between regulatory impediments based on specific code provisions and practice impediments, which arise from practices or implementing policies used by the City.

The Survey was originally developed by David Acevedo of the U.S. Department of Housing and Urban Development – Los Angeles. It was modified by Castaneda & Associates and the Fair Housing Council of Orange County, Inc. HUD-LA has approved it use as a means to identify public sector fair housing impediments caused by a jurisdictions planning, zoning, and building codes and practices.

QUESTIONS

The 24 questions comprising the Survey are organized into five categories:

- Housing for Disabled People
- Housing for Special Needs Populations
- Affordable Housing Policies
- Accessible Housing and Parking
- Other Fair Housing Policies

The 24 questions are listed below by category and answers to the questions begin on page 4.

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Attachment B shows the schedule of accessible parking requirements.

Appendix E lists the data sources consulted to complete the public sector impediments analysis.

Housing for Disabled People

1. Does the Code definition of "family" have the effect of discriminating against unrelated individuals with disabilities who reside together in a congregate or group living arrangement?

2. Does the Zoning Code definition of "dwelling unit" or "residential unit" have the effect of discriminating against unrelated individuals with disabilities who reside together in a congregate or group living arrangement?

3. Does the Zoning Code or any policy document define "disability", if at all; at least as broadly as the Fair Housing Act?

4. Are the personal characteristics of residents including, but not necessarily limited to, disability considered in land use decisions?

5. Does the zoning ordinance restrict housing opportunities for individuals with disabilities and mischaracterize such housing as "boarding or rooming house" or "hotel"?

6. Does the zoning ordinance deny housing opportunities for disabled individuals with on-site housing supporting services?

7. Does the jurisdiction policy allow any number of unrelated persons to reside together, but restrict such occupancy, if the residents are disabled?

8. Does the City require a public hearing for disabled persons seeking specific exceptions to zoning and land-use rules (variances) necessary for them to be able to fully use and enjoy housing?

9. Does the City have, either by ordinance or policy, a process by which persons with disabilities can request reasonable accommodations (modifications or exceptions) to the jurisdiction's codes, rules, policies, practices, or services, necessary to afford persons with disabilities an equal opportunity to use or enjoy a dwelling?

10. If the City supplies or manages housing, is there a clear policy to allow disabled persons residing in or seeking to reside in the housing to make or request reasonable physical modifications or to request reasonable accommodations? If 'Yes', is the policy communicated to applicants or residents?

Housing for Special Needs Populations

11. Does the zoning code or other planning policy document address housing for "special needs" populations?

12. How are "special group residential housing" defined in the jurisdiction's zoning code?

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13. Does the zoning code distinguish senior citizen housing from other single- family residential and multifamily residential uses by the application of a conditional use permit (CUP)?

14. Are there any standards for Senior Housing in the Zoning Code? If 'Yes', do the standards comply with federal law on housing for older persons (i.e., solely occupied by persons 62 years of age or older, or at least one person 55 years of age, or other qualified permanent resident pursuant to Civil Code Section 51.3)? Is the location of Senior Housing treated differently than other rental or for-sale housing? If 'Yes', explain.

Affordable Housing Policies

15. Is there a Zoning Code or other development policy that encourages or requires the inclusion of housing units affordable to low- and/or moderate- income households ('inclusionary housing')?

16. Does the City encourage or require affordable housing developments to give an admission preference to individuals already residing within the jurisdiction? If 'Yes', is it a requirement?

Accessible Housing and Parking

17. Does the jurisdiction's planning and building codes presently make a specific reference to the accessibility requirements contained in the 1988 amendments to the Fair Housing Act? Is there any provision for monitoring compliance?

18. Does the zoning ordinance contain any special provisions for making housing accessible to persons with disabilities?

19. Describe the minimum standards and amenities required by the ordinance for a multiple family project with respect to handicap parking?

Other Fair Housing Policies

20. Does the zoning ordinance include a discussion of fair housing? If yes, how does the jurisdiction propose to further fair housing?

21. Does the Zoning Code or Building Code establish occupancy standards or maximum occupancy limits that are more restrictive than state law, which incorporates the Uniform Housing Code (UHC)?

22. Does the Zoning Code allow for mixed uses? If 'Yes', does the ordinance or other planning policy document consider the ability of mixed-use development to enhance housing affordability? Also, do development standards for mixed-uses take into consideration the challenges of providing housing accessible to persons with disabilities in such mixed uses?

23. Does the zoning ordinance describe any areas in this jurisdiction as exclusive? Are there exclusions or discussions of limiting housing to any of the following groups? If yes, check any of the following that apply:

    - Race
    - Color
    - Sex

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- Religion
- Age
- Disability
- Marital or Familial Status
- Creed of National Origin

24. Do real estate property tax assessments adversely impact one or more of the protected groups?

Housing for Disabled People

1. Does the Zoning Code definition of "family" have the effect of discriminating against unrelated individuals with disabilities who reside together in a congregate or group living arrangement?

Yes ☐ **No** ☒

a. Background

The legislative history of the Federal Fair Housing Act specifically recognizes that zoning ordinance provisions have discriminated against people with disabilities by limiting opportunities to live in the community and in group home residences:

> While state and local governments have authority to protect safety and health and to regulate use of land, that authority has sometimes been used to restrict the ability of individuals to live in communities. This has been accomplished by such means as the enactment or imposition of . . . land use requirements on congregate living arrangements among non-related persons with disabilities. Since these requirements are not imposed on families and groups of similar size or other unrelated people, these requirements have the effect of discriminating against people with disabilities.
>
> Source: H.R. Rep. No 711, 100th Cong., 2d Sess. 24 (1988), reprinted in 1988 U.S.C.C.A.N. 2173, 2185.

Group living arrangements are often necessary to enable people with disabilities to secure the supports they need to live in the community. Moreover, integration in the community has been found to enhance the quality of life and functioning of people with disabilities.

The State of California, in enacting it own fair housing protections, specifically recognized that land use practices have discriminated against group housing for people with disabilities. In a statement of legislative intent that accompanied amendments to California's Fair Housing and Employment Act, the following findings were made:

- That public and private land use practices, decisions, and authorizations have restricted, in residentially zoned areas, the establishment and operation of group housing, and other uses.
- That people with disabilities. . . are significantly more likely than other people to live with unrelated people in group housing.
- That this act covers unlawful discriminatory restrictions against group housing for these people.

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The California Land Use and Zoning Campaign found two zoning provisions that have the effect of discriminating against the development, siting and use of group homes for individuals with disabilities: (1) definitions of "family" that have numerical limits on unrelated persons and (2) occupancy standards based on familial status.

Traditionally, many cities and counties in their zoning ordinance have defined "family" as " . . . persons related by blood, marriage or adoption or not more than five unrelated persons, excluding servants."

Historically, for land use and zoning purposes, this definition has been used to limit single family low density zones (hereafter "R1 zones") to "traditional" family households to maintain the residential character of a neighborhood. However, this restrictive definition, which limits the number of unrelated persons who may live together, has effectively prohibited the siting and development of congregate or group homes for individuals with disabilities in R1 zones. A restrictive definition coupled with a conditional use permit requirement has also been used to strictly control the location of group homes for individuals with disabilities in multi-family zones.

Under the foregoing typical definition, a group home for individuals with disabilities that functions like a family would be excluded from an R1 zone solely because the residents are unrelated by blood, marriage or adoption. Instead of distinguishing between related and unrelated persons, a definition of family should look to whether the household functions as a cohesive unit and the use of the residence is compatible with other dwellings in an R1 zone. The characteristics of the residents of the dwelling, that they are individuals with disabilities, are not relevant to an inquiry of compatibility.

In 1980, the California Supreme Court in City of Santa Barbara v. Adamson struck down a municipal ordinance that permitted any number of related people to live in a house in a R1 zone but limited the number of unrelated people who were allowed to do so to five. The Court held that the residents of the Adamson household were a single housekeeping unit that could be termed an alternative family because they shared expenses, rotated chores, ate evening meals together, participated in recreational activities together, and became a close group with social, economic, and psychological commitments to each other. As a single housekeeping unit or, alternative family, the Adamson household could not be excluded from the single family zone nor made to apply for a conditional use permit.

Both state and federal fair housing laws also prohibit restrictive definitions of family that either intentionally discriminate against people with disabilities or have the effect of excluding such individuals from housing. Restrictive definitions of family illegally limit the development and siting of group homes for individuals with disabilities, not families similarly sized and situated, and effectively deny housing opportunities to those who because of their disability live in a group home setting.

A restrictive definition of family not only discriminates against people with disabilities in violation of the Act, but the failure to modify the definition of family or make an exception for group homes for people with disabilities may also constitute a refusal to make a reasonable accommodation under the Act.

To comply with fair housing laws, a definition of "family" must emphasize the functioning of the members as a cohesive household:

- A definition should not distinguish between related and unrelated persons.

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- A definition should not impose numerical limitations on the number of persons that may constitute a family.

Source: Kim Savage, Mental Health Advocacy Services, Inc., *Fair Housing Law Issues in Land Use and Zoning – Definition of Family and Occupancy Standards*, September 1998, pages 1-5

b. Planning and Zoning Code Regulations

Section 9.15.030 of the Planning and Zoning Code defines "family" as follows":

"Family" means one or more individuals occupying a dwelling unit and living as a single household unit.

[Note: references to the zoning code and/or zoning regulations refer to the Municipal Code, Title 9, Planning and Zoning.]

c. Conclusion

The City of Moreno Valley zoning regulations define the occupants of a housing unit as a "family" and "household unit." Furthermore, the zoning regulations do not refer to related or unrelated persons who may occupy a housing unit. Therefore, the zoning regulations do not discriminate against unrelated individuals with disabilities who reside together in a congregate or group living arrangement.

2. Does the Zoning Code definition of "dwelling unit" or "residential unit" have the effect of discriminating against unrelated individuals with disabilities who reside together in a congregate or group living arrangement?

Yes ☐ **No** ☒

a. Background

The definition of a "dwelling unit" or "residential unit" may exclude or restrict housing opportunities for individuals with disabilities by mischaracterizing congregate or group living arrangements as "boarding or rooming house" or "hotel'. Both State and Federal fair housing laws prohibit definitions of dwelling that either intentionally discriminate against people with disabilities or have the effect of excluding such individuals from housing. Generally, all dwellings are covered by fair housing laws, with a "dwelling" being defined as "a temporary or permanent dwelling place, abode or habitation to which one intends to return as distinguished from the place of temporary sojourn or transient visit."

b. Planning and Zoning Code Regulations

Section 9.15.030 of the Planning and Zoning Code defines "dwelling unit" as follows:

"Dwelling unit" means a building or mobile home or portion thereof, which contains living facilities for not more than one family, within which one family has interior access to all parts of the dwelling. In the case of residential care facilities with shared eating, cooking or sanitation facilities, a dwelling unit is a building or portion thereof that contains living facilities for ten (10) or less persons.

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The Planning and Zoning Code does not include a definition of "residential unit,"

c. Conclusion

The "dwelling unit" definition is consistent with fair housing laws as it does not mischaracterize licensed group homes or residential care facilities as "boarding or roominghouse." In fact, the definition incorporates residential care facilities within the meaning of "dwelling unit."

3. Does the Zoning Code or any policy document define "disability", if at all; at least as broadly as the Fair Housing Act?

Yes ☐ **No** ☒

a. Background

The Fair Housing Act prohibits discrimination on the basis of handicap. "Handicap" has the same legal meaning as the term "disability." Federal laws define a person with a disability as:

> Any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such an impairment.

The term "physical or mental impairments" may include conditions such as blindness, hearing impairment, mobility impairment, HIV infections, AIDS, AIDS Related Complex, mental retardation, chronic alcoholism, drug addiction, chronic fatigue, learning disability, head injury, and mental illness.

The term "major life activities" may include walking, talking, hearing, seeing, breathing, learning, performing manual tasks, and caring for oneself.

b. Planning and Zoning Code Regulations

The City's zoning regulations do not contain a definition of disability. Section 9.15.030 of the Planning and Zoning Code defines "handicap housing" as follows:

> "Handicapped housing" means multiple-family housing in which *all* of the dwelling units serve *physically handicapped* persons. Handicapped housing is characterized by doors, elevators, bathroom and kitchen facilities designed to accommodate physically handicapped persons. Handicapped housing does not include residential care facilities licensed by the state of California. [Emphasis added]

"Handicapped housing" is a permitted use in the RS 10, R10, RS 15 and RS 20 zone districts. It is a conditionally permitted use in the MUD 1 and MUD 2 zone districts. The latter are mixed use districts allowing up to 15 and 30 dwelling units per acre.

c. Conclusion

In order to affirmatively further fair housing, the City will establish a specific disability definition that is identical to the one in the Fair Housing Act. The definition will be included in the Reasonable Accommodation Procedure that will be adopted in the first year (2013-2014) of the *2013-2018 Fair Housing Action Plan.*

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4. Are the personal characteristics of residents, including but not necessarily limited to, disability, considered in planning and zoning decisions?

Yes ☐ **No** ☒

a. Background

Under the Fair Housing Act, cities may have reasonable restrictions on the maximum number of occupants permitted to occupy a dwelling; however, the restrictions cannot be based on the *characteristics* of the occupants; the restrictions must apply to all households, and are based upon health and safety standards. Similarly, a conditional use permit or variance requirement triggered by the number of people with certain *characteristics* (such as a disability) who will be living in a particular dwelling is prohibited. Because licensed residential care facilities serve people with disabilities, imposing a variance requirement on family-like facilities of a certain size and not similarly sized housing for people without disabilities, violates fair housing laws.

According to the Department of Justice (DOJ) and Department of Housing and Urban Development (HUD), "group home" does not have a specific legal meaning. In the DOJ/HUD Joint Statement –

> ...the term 'group home' refers to housing occupied by groups of unrelated individuals with disabilities. Sometimes, but not always, housing is provided by organizations that also offer services for individuals with disabilities living in the group home. Sometimes it is this group home operator, rather than the individuals who live in the home, that interacts with local government in seeking permits and making requests for reasonable accommodations on behalf of those individuals.
>
> The term 'group home' is also sometimes applied to any group of unrelated persons who live together in a dwelling – such as a group of students who voluntarily agree to share the rent on a house. The Act does not generally affect the ability of local governments to regulate housing of this kind, as long as they do not discriminate against residents on the basis of race, color, national origin, religion, sex, handicap (disability) or familial status (families with minor children).
>
> Local zoning and land use laws that treat groups of unrelated persons with disabilities less favorably than similar groups of unrelated persons without disabilities violate the Fair Housing Act.

b. Planning and Zoning Code Regulations

Under the provisions of California law, the use of property for the care of six or fewer disabled persons is a residential use for the purpose of zoning. The land use protection applies to --

- Intermediate care facilities for individuals who have developmental disabilities (Health and Safety Code Section 1267.8)
- Residential facilities for persons with disabilities and for abused children (Health and Safety Code Section 1566.3, and Welfare and Institution Code Section 5116)
- Residential care facility for the elderly (Health and Safety Code Section 1569.87)
- Alcoholism and drug treatment facilities (Health and Safety Code Section 11834.23)
- Residential facilities for persons with chronic life threatening illness (Health and Safety Code Section 1568.0831)

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Source: Law Offices of Goldfarb & Lipman, *Between the Lines: A Question and Answer Guide on Legal Issues in Supportive Housing*, 1999, pg. 110.

Health and Safety Code Section 1566.3 states:

> No conditional use permit, zoning variance, or other zoning clearance shall be required of a residential facility which serves six or fewer persons which is not required of a family dwelling of the same type in the same zone.

Section 9.02.020 of the Planning and Zoning Code describes the permitted and conditionally permitted uses by zone district. This section of the Planning and Zoning Code, however, does not list the zones in which residential care facilities for six or few persons are permitted. The *2008-2014 Housing Element* explains –

> The State of California has authority over the review of group homes having six or fewer persons. The City of Moreno Valley does not require community input, nor does the city impose additional requirements on housing for the disabled. (page 79)

c. Conclusion

Licensed residential care facilities providing housing for six or fewer disabled persons are allowed by right in all residential zones that permit single family homes. The characteristics of the occupants of such housing are not considered in zoning decisions. The zoning regulations do not impose an impediment to the siting of licensed group homes in residential zones that permit single family homes.

5. Does the Zoning Code restrict housing opportunities for individuals with disabilities and mischaracterize such housing as "boarding or rooming house" or "hotel"?

Yes ☐ **No** ☒

a. Background

Housing for disabled persons in some communities is limited to certain residential zones. Often, housing for disabled persons is included in how cities define a boarding house or hotel.

State law requires that licensed residential care facilities not be defined within the meaning of boarding house, rooming house, institution or home for the care of minors, the aged, or the mentally infirm, foster care home, guest home, rest home, sanitarium, mental hygiene home, or other similar term which implies that a residential facility is *a business run for profit.*

b. Planning and Zoning Code Zoning Regulations

Section 9.15.030 of the Planning and Zoning Code defines a "boardinghouse" as follows:

> "Boarding or rooming house" means a building containing a dwelling unit where lodging is provided with or without meals for compensation. Notwithstanding this definition, no single-family residence lawfully operating pursuant to a state license under the California Health and Safety Code, that is otherwise exempt from local zoning regulations, shall be considered a boarding or rooming house for purposes of this code.

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c. Conclusion

The zoning regulations do not include residential care facilities within the meaning of "boarding house" or "rooming house." Furthermore, the zoning regulations explicitly exclude licensed residential care facilities from the meaning of boarding or rooming house. Therefore, the City's regulations comply with the Federal Fair Housing Act and the State laws.

6. Does the Zoning Code deny housing opportunities for disabled individuals with on-site housing supporting services?

Yes ☐ **No** ☒

a. Background

Housing for disabled persons often must incorporate on-site supportive services. Zoning provisions that limit on-site supportive services will, in effect, curtail the development of adequate housing for the disabled. As the joint statement by DOJ and HUD indicates:

> Sometimes, but not always, housing is provided by organizations that also offer services for individuals with disabilities living in the group home.

b. Planning and Zoning Code Regulations

The zoning regulations do not outright deny supportive housing by, for example, listing it as a prohibited use in the residential zones.

SB 2 (Chapter 633, Statutes of 2007) amends housing element law regarding planning and approval of transitional and supportive housing. Government Code Section 65583 was amended to require local zoning to be updated to state that transitional and supportive housing shall be considered a residential use and only subject to those restrictions that apply to other residential uses of the same type in the same zone. For example, if the transitional housing is a multifamily use proposed in a multifamily zone, then zoning should treat the transitional housing the same as other multifamily uses proposed in the zone.

The *2008-2014 Housing Element* states:

> The City does not restrict occupancy nor does it impose conditions on group homes that provide services on-site. (page 80)
>
> Continue to allow transitional and supportive housing in all residential zones. (page 94)

The zoning regulations, however, do not –

- Define supportive housing
- Define transitional housing
- Identify the zones in which such housing is permitted

HCD has stated:

> If jurisdictions do not *explicitly* permit transitional and supportive housing … the element must include a program to ensure zoning treats transitional and supportive housing as a

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residential use, subject only to those restrictions on residential uses contained in the same type of structure. [Emphasis added]

Source: Department of Housing and Community Development, *Memorandum – Senate Bill 2 – Legislation Effective January 1, 2008: Local Planning and Approval for Emergency Shelters and Transitional and Supportive Housing*, May 7, 2008, page 14

HCD also has stated:

Every locality must identify zones that will allow the development of transitional housing. The housing element should identify zones that allow supportive housing development....

Source: California Department of Housing and Community Development, *Zoning for a Variety of Housing Types*, May 6, 2010, page 1

c. Conclusion

The zoning regulations do not explicitly prohibit or permit transitional and supportive housing in residential zones. Therefore, the Planning and Zoning Code should be revised to define transitional and supportive housing and to indicate the residential zones in which such housing is permitted.

HCD suggests the following definitions:

Supportive Housing: Housing with no limit on length of stay, that is occupied by the target population and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.

Transitional Housing: Transitional housing and transitional housing development mean rental housing operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months.

7. Does the jurisdiction policy allow any number of unrelated persons to reside together, but restrict such occupancy, if the residents are disabled?

Yes ☒ (as permitted by law) No ☐

a. Background

The joint statement by DOJ and HUD describes this issue as follows:

A local government may generally restrict the ability of groups of unrelated persons to live together as long as the restrictions are imposed on all such groups. Thus, in the case where a family is defined to include up to six unrelated people, an ordinance would not, on its face, violate the Act if a group home of seven unrelated people *with* disabilities was not allowed to locate in single-family zoned neighborhood, because a group of seven unrelated people *without* disabilities would also not be allowed. [Emphasis added]

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b. Planning and Zoning Code Regulations

Housing for six or fewer disabled persons is a permitted use in all zones that permit single family housing. The City allows residential care facilities for seven or more persons in all residential zones subject to approval of a Conditional Use Permit (CUP). State law -- as the summary below explains -- allows cities to require a conditional use permit for residential care facilities for seven or more persons.

> Because California law only protects facilities serving six or fewer residents, many cities and counties restrict the location of facilities housing seven or more clients. They may do this by requiring use permits, adopting special parking and other standards for these homes, or prohibiting these large facilities outright in certain zoning districts. While this practice may raise fair housing issues, no published California decision prohibits the practice, and analyses of recent State legislation appear to assume that localities can restrict facilities with seven or more clients. Some cases in other federal circuits have found that requiring a conditional use permit for large group homes violates the federal Fair Housing Act. However, the federal Ninth Circuit, whose decisions are binding in California, found that *requiring a conditional use permit for a building atypical in size and bulk for a single-family residence* does not violate the Fair Housing Act. [Emphasis added]
>
> Barbara Kautz, Goldfarb & Lipman LLP, *Select California Laws Relating to Residential Recovery Facilities and Group Homes*, pg. 3, presented at the Residential Recovery Facilities Conference, Newport Beach, March 2, 2007.

c. Conclusion

Group homes housing six or fewer persons and licensed by the State under the provisions of the Health and Safety Code are permitted in residential zones. Under the law, a city may require a conditional use permit (CUP) for group housing occupied by seven or more disabled persons. Therefore, the City's zoning regulations are consistent with Federal and State fair housing laws.

8. Does the City require a public hearing for disabled persons seeking specific exceptions to zoning and land-use rules (variances) necessary for them to be able to fully use and enjoy housing?

Yes ☒ **No** ☐

If 'Yes', is the process the same as for other applications for variances, or does it impose added requirements?

Yes ☒ **No** ☐

a. Background

Persons with disabilities cannot be treated differently from non-disabled persons in the application, interpretation and enforcement of a community land use and zoning policies.

b. Planning and Zoning Code Regulations

All applicants requesting exceptions from the zoning and land use rules must apply for an administrative variance or variance. The administrative variance requires a community development director's hearing. A notice of this hearing is mailed to contiguous property

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owners and interested parties 10 days in advance of the director's hearing. The decision of the director can be appealed to the City Council.

Variances must be granted by the Planning Commission and require a public hearing. Variances from the terms of the zoning regulations shall be granted only when, because of special circumstances applicable to the *property* (not the user) in question, including size, shape, topography, location or surroundings, the strict application of the zoning regulations deprives such property of privileges enjoyed by other property in the vicinity and under identical zoning classification. Consequently, variances to a zoning regulation may be granted with respect to development standards such as, but not limited to, walls, fences, screening and landscaping, site area, width and depth, coverage, front, side and rear yards, height of structures, usable open space, and on-street and off-street parking and loading facilities. In approving a variance, the Planning Commission may impose reasonable conditions.

c. Conclusion

Reasonable accommodation procedures do not require public hearings. Consequently, once adopted, the reasonable accommodation procedure will enable the City to streamline the process for disabled applicants to request relief from the Planning and Zoning Code development standards.

9. Does the City have, either by ordinance or policy, a process by which persons with disabilities can request reasonable accommodations (modifications or exceptions) to the jurisdiction's codes, rules, policies, practices, or services, necessary to afford persons with disabilities an equal opportunity to use or enjoy a dwelling?

Yes ☐ **No** ☒

a. Background

A joint statement by DOJ and HUD explains this issue as follows:

> As a general rule, the Fair Housing Act makes it unlawful to refuse to make 'reasonable accommodations' (modifications or exceptions) to rules, policies, practices, or services, when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use or enjoy a dwelling.
>
> Even though a zoning ordinance imposes on group homes the same restrictions it imposes on other groups of unrelated people, a local government may be required, in individual cases and when requested to do so, to grant a reasonable accommodation to a group home for persons with disabilities. For example, it may be a reasonable accommodation to waive a setback required so that a paved path of travel can be provided to residents who have mobility impairments. A similar waiver might not be required for a different type of group home where residents do not have difficulty negotiating steps and do not need a setback in order to have an equal opportunity to use and enjoy a dwelling.
>
> Where a local zoning scheme specifies procedures for seeking a departure from the general rule, courts have decided, and the Department of Justice and HUD agree, that these procedures must ordinarily be followed. If no procedure is specified, persons with disabilities may, nevertheless, request a reasonable accommodation in some other way,

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> and a local government is obligated to grant it if it meets the criteria discussed above. A local government's failure to respond to a request for reasonable accommodation or an inordinate delay in responding could also violate the Act.
>
> Local governments are encouraged to provide mechanisms for requesting reasonable accommodations that operate promptly and efficiently, without imposing significant costs or delays. The local government should also make efforts to insure that the availability of such mechanisms is well known within the community.
>
> Joint Statement of the Department of Justice and the Department of Housing and Urban Development, *Group Homes, Local Land Use, and the Fair Housing Act*, August 18, 1999, pages 3 and 4.

On May 15, 2001 the State Attorney General transmitted a letter to all local governments advising the localities to consider adoption of a reasonable accommodation procedure. In that letter, the Attorney General stated:

> Both the federal Fair Housing Act ('FHA') and the California Fair Employment and Housing Act ('FEHA') impose an affirmative duty on local governments to make reasonable accommodations (i.e., modifications or exceptions) in their zoning laws and other land use regulations and practices when such accommodations 'may be necessary to afford' disabled persons 'an equal opportunity to use and enjoy a dwelling.

The Office of Attorney General pointed out that while a city may deny a disabled applicant's request from relief under variance or conditional use permit procedures, the procedures may be insufficient to justify the denial when judged in light of the fair housing laws' reasonable accommodations mandate.

b. Planning and Zoning Code Regulations

The Code does not contain a reasonable accommodation procedure. Program 8.27 of the *2008-2013 Housing Element* indicates the City will amend the Planning and Zoning Code to adopt by a reasonable accommodation procedure by October 2013.

c. Conclusion

One of the main reasons for a reasonable accommodation procedure is to provide a way – other than through a variance or conditional use permit -- for disabled applicants to request a modification from zoning, building and land use rules, standards, and policies.

The City will adopt a reasonable accommodation procedure in the first year (2013-2014) of the *2013-2018 Fair Housing Action Plan.*

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10. If the City supplies or manages housing, is there a clear policy to allow disabled persons residing in or seeking to reside in the housing to make or request reasonable physical modifications or to request reasonable accommodations?

Yes ☐ No ☐ Not Applicable ☒

If 'Yes', is the policy communicated to applicants or residents?

Yes ☐ No ☐ Not Applicable ☒

a. Background

The Fair Housing Act requires *housing providers* to make reasonable accommodations for persons with disabilities. A reasonable accommodation is a change in rules, policies, practices, or services so that a person with a disability will have an equal opportunity to use and enjoy a dwelling unit or common space. A housing provider should do everything s/he can to assist, but s/he is not required to make changes that would fundamentally alter the program or create an undue financial and administrative burden. Reasonable accommodations may be necessary at all stages of the housing process, including application, tenancy, or to prevent eviction.

Example: *A housing provider would make a reasonable accommodation for a tenant with mobility impairments by fulfilling the tenant's request for a reserved parking space in front of the entrance to their unit, even though all parking is unreserved.*

b. Housing Provider Findings

A survey of apartment housing was conducted in October 2012. One question asked the managers whether they had policies for disabled tenants to request and make reasonable accommodations and/or modifications. Of the twenty (20) apartment complexes interviewed –

- 1 said no
- 10 said yes
- 2 said yes and the complex makes them
- 2 said yes with permission;
- 1 said yes but it would have to be restored when moving out
- 1 said yes depending on the type
- 1 didn't know
- 2 there was no response

The Housing Authority of the County of Riverside operates 82 public housing units and 631 Section 8 units in Moreno Valley. The Housing Authority's reasonable accommodation policies are quoted below:

> The HA's policies and practices are designed to provide assurances that all persons with disabilities will be provided reasonable accommodations so that they may have equal access to the housing programs and related services. Persons requiring special accommodations due to a disability must notify the HA of their needs.
>
> Reasonable Accommodation requests for families will be considered when a family includes a person with disabilities. The person with a disability, or guardian or responsible party of the person with a disability, must submit a written Reasonable Accommodation request. In cases where a separate bedroom or live-in aide is requested

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because of reasonable accommodation, the Housing Authority will verify the need through third party verification from the patient's designated licensed professional.

The HA will approve the exception as a reasonable accommodation if the family demonstrates a nexus to the disability is present to make the program accessible to and usable by the family member with a disability. Verification of the need must be provided annually on a Housing Authority approved form. In addition, requests involving separate bedrooms for medical equipment will be verified at the time of a participant's annual inspection or a special inspection may be conducted after an initial lease up to ensure that program funds are being used for the purpose in which they were intended.

Source: Housing Authority of the County of Riverside, *Administrative Plan for the Housing Choice Voucher Program*, July 1, 2012, pages 1 and 33

c. Conclusion

The City does not manage rent restricted affordable housing. It has provided gap financing to facilitate the development of affordable housing. The agreements between the City and the nonprofit owners require to reasonable accommodations and reasonable modifications.

In February 2013, the City and Fair Housing Council of Riverside County, Inc. distributed a model reasonable accommodation and reasonable modification policy to local apartment managers.

Housing for Special Needs Populations

11. Does the Zoning Code or other planning policy document address housing for "special needs" populations?

Yes ☐ **No** ☒

a. Background

Special needs populations typically are considered to be homeless people, victims of domestic violence, people with disabilities (including those recovering from substance abuse), youth in crisis, people living with HIV/AIDS and the frail elderly. Of these groups, homeless people, victims of domestic violence, people with disabilities, and people living with HIV/AIDS have direct fair housing implications. There is a high incidence of disability in the homeless population; domestic violence overwhelming impacts women; and people living with HIV/AIDS are considered disabled under fair housing laws. While age is not a characteristic protected under federal fair housing law, it is covered under state law, and the higher incidence of disability in the frail elderly introduces possible fair housing implications for that population as well.

These populations often rely on group homes or service-enriched multi-family settings for housing opportunities. To the extent that zoning and other planning policy documents fail to provide for, or impose barriers to, these types of housing an impediment to fair housing choice might exist.

As previously noted, according to the DOJ and HUD, the term 'group home' does not have a specific legal meaning. While it often implies a living situation for people with disabilities, it also

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applies to any group of unrelated persons, often sharing common characteristics, who live together in a dwelling. This broader use of the term encompasses 'special needs' individuals.

b. Planning and Zoning Code Regulations

The Planning and Zoning Code neither defines "special needs" housing nor establish development standards for such housing. The City plans to define and accommodate transitional housing and supportive housing, which serve special housing needs. The City also addresses "special needs" housing through two planning policy documents – the Consolidated Plan and the Housing Element.

The Consolidated Plan establishes policies for addressing the needs of the following special needs populations:

- Elderly
- Frail Elderly
- Persons with disabilities (mental, physical, developmental)
- Persons with HIV/AIDS and their families
- Persons with alcohol or other drug addiction
- Victims of domestic violence

The *2008-2013 Housing Element* contains policies and programs to address the housing needs of special populations. Some of the housing element special populations also are fair housing protected classes – handicapped/disabled, female householders and the homeless many of whom are disabled.

City programs have produced housing for special needs populations:

➢ Ability First	24 housing units for physically disabled persons
➢ Atwood Gardens	9 units for of permanent support housing for developmentally disabled adults
➢ Rancho Dorado	15 units of permanent supportive housing for homeless and mentally ill adults

c. Conclusion

The City addresses special needs populations through the policies of the Consolidated Plan and Housing Element. In the Housing Element Update (to be adopted by October 2013), the City must address the needs of the developmentally disabled population. The City also will consider amending the Planning and Zoning Code to include a definition and development standards for special needs housing.

12. How are "special group residential housing" defined in the jurisdiction's Zoning Code?

a. Background

The term group home does not have a specific legal meaning. According to the DOJ/HUD Joint Statement the term 'group home' is sometimes applied to any group of unrelated persons who live together in a dwelling – such as a group of students who voluntarily agree to share the rent on a house. The Fair Housing Act does not generally affect the ability of local governments to regulate housing of this kind, as long as they do not discriminate against residents on the basis

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of race, color, national origin, religion, sex, handicap (disability) or familial status (families with minor children).

b. Planning and Zoning Code Regulations

The zoning regulations do not define group home or special group residential housing. Licensed residential care homes for fewer than six persons are a permitted residential use in all zones that zones that permit single family homes. Those that house seven or more persons are permitted with a conditional use permit.

c. Conclusion

The City's zoning regulations are consistent with the Federal and State laws. The regulations are not a barrier to group housing for disabled persons.

13. Does the Zoning Code distinguish senior citizen housing from other single- family residential and multifamily residential uses by the application of a conditional use permit (CUP)?

Yes ☐ **No** ☒

a. Background

Senior housing is an important component of a community's housing stock. As a population ages, seniors need a variety of housing opportunities.

b. Planning and Zoning Code Regulations

The zoning regulations do not require a conditional use permit (CUP) for senior housing. However, the Planning and Zoning Code does have specific "property development standards" for senior and handicapped housing. The most important of these is that:

> The number of dwelling units may exceed that which is permitted in the underlying district by up to one hundred (100) percent.

In addition:

> Each dwelling unit shall consist of individual rooms that contain a full bathroom and may contain small, efficiency kitchens. Any common kitchen, dining and living space, and recreational facilities must be adequate to serve all residents.

The senior housing regulations also allow the development of common facilities for the exclusive use of resident seniors (e.g., transportation maintained and operated by the facility).

c. Conclusion

The zoning regulations do not impede the development of senior housing. In fact, the density and property development standards encourage housing specifically designed to meet the needs of Moreno Valley's seniors.

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14. Are there any standards for Senior Housing in the Zoning Code?

Yes ☒ No ☐

If 'Yes', do the standards comply with federal law on housing for older persons (i.e., solely occupied by persons 62 years of age or older, or at least one person 55 years of age, or other qualified permanent resident pursuant to Civil Code Section 51.3)?

Yes ☒ No ☐

Is the location of Senior Housing treated differently than other rental or for-sale housing?

Yes ☐ No ☒

If 'Yes', explain.

a. Background

Under federal law housing discrimination against families with children is permitted only in housing in which all the residents are 62 years of age or older or where at least 80% of the occupied units have one person who is 55 years of age or older. Generally, California law states that a housing provider using the lower age limitation of 55 years must have at least 35 units to use the familial status discrimination exemption. Also, California law, with narrow exceptions, requires all residents to be "senior citizens" or "qualified permanent residents", pursuant to Civil Code §51.3.

The 1988 amendments to the federal Fair Housing Act exempt "housing for older persons" from the prohibitions against familial discrimination. This means that housing communities and facilities that meet the criteria for the federal Housing for Older Persons Act (HOPA) may legally exclude families with children. Such housing is still bound by all other aspects of fair housing law (such as prohibition of discrimination based on race, national origin or disability).

Section 3607(b)(2) defines "housing for older persons" as housing:

(A) provided under any State or Federal program that the Secretary determines is specifically designed and operated to assist elderly persons (as defined in the State of Federal program); or

(B) intended for, and solely occupied by, persons 62 years of age or older; or

(C) intended and operated for occupancy by persons 55 years of age or older and –

(i) at least 80 percent of the occupied units are occupied by at least one person who is 55 years of age or older;

(ii) the housing facility or community publishes and adheres to policies and procedures that demonstrate the intent required under this subparagraph; and

(iii) the housing facility or community complies with rules issued by the Secretary for verification of occupancy, which shall –

(I) provide for verification by reliable surveys and affidavits, and

(II) include examples of the types of policies and procedures relevant to a determination of compliance with the requirement of clause (ii). Such surveys

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and affidavits shall be admissible in administrative and judicial proceedings for the purposes of such verification.

Subsection (C) was changed by the Housing for Older Persons Act of 1995 (HOPA) to remove some of the uncertainties created by a provision in the 1988 Amendments that required the "existence of significant facilities and services specifically designed to meet the physical and social needs of older persons." The HOPA also provides for a good faith defense in an action for monetary damages under this subsection.

b. Planning and Zoning Code Regulations

Section 9.09.150 C7 of the Zoning Code states:

> Residential occupancy for senior housing shall be limited to single persons at least sixty-two (62) years old, or to cohabiting couples of which one is at least sixty-two (62) years old for projects of less than one hundred fifty (150) units. For projects of one hundred fifty (150) or more units, such minimum occupant age shall be fifty-five (55) years. Any differing age criteria set by state or federal law shall prevail over any inconsistencies within this section.

Section 9.09.150B states:

> Senior and handicapped housing shall be subject to the property development requirements of the underlying district and subject to all applicable local, state and federal laws, including the requirements of this section.

Property development standards unique to senior housing include:

> The units provided shall not be less than four hundred fifteen (415) square feet in floor area for efficiency units, and five hundred forty (540) square feet for one bedroom units, or as otherwise approved by the planning commission.
>
> The number of dwelling units may exceed that which is permitted in the underlying district by up to one hundred (100) percent, or as otherwise approved by the city council, provided the conditions of approval [meet certain] requirements

c. Conclusion

The Planning and Zoning Code could be amended to be more precise on what constitutes senior housing. For example, many cities define senior housing as follows:

> Senior citizen housing shall mean a housing development consistent with the California Fair Employment and Housing Act (Government Code Section 12900 et. seq., including 12955.9 in particular), which has been "designed to meet the physical and social needs of senior citizens," and which otherwise qualifies as "housing for older persons" as that phrase is used in the Federal Fair Housing Amendments Act (42 U.S.C. 3607(b)) and implementing regulations and as that phrase is used in California Civil Code Section 51.2 and 51.3.

With respect to the meaning of senior housing and the age restrictions, the Planning and Zoning Code defers to Federal and State laws:

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- Any differing age criteria set by state or federal law shall prevail over any inconsistencies within this section.
- Senior housing shall be subject to the property development requirements of all applicable state and federal laws....

Affordable Housing Policies

15. Is there a Zoning Code or other development policy that encourages or requires the inclusion of housing units affordable to low- and/or moderate- income households ('inclusionary housing')?

Yes ☐ **No** ☒

a. Background

An analysis of impediments to fair housing choice must be careful to not substitute or conflate housing affordability policy with policies intended to affirmatively further fair housing. While household income is not a characteristic addressed by fair housing laws, it is appropriate to recognize that a lack of affordable housing can have a disparate impact on housing choice, on the basis of characteristics protected by fair housing laws.

As demonstrated by the outcome in the recent court case of *U.S. ex rel. Anti-Discrimination Center v. Westchester County*, which involved failures to affirmatively further fair housing by Westchester County, New York, in appropriate circumstances the provision and situation of affordable housing can be a tool to address a lack of fair housing choice in highly segregated communities.

b. Planning and Zoning Code Regulations

The zoning regulations do not include provisions for inclusionary housing. However, the City does provide many incentives to facilitate affordable housing such as:

- Gap financing
- Defer or reduce development impact fees
- Waive Traffic Uniform Mitigation Fee (TUMF)
- Streamlined permit processing
- Density bonuses

c. Conclusion

The City provides incentives for the production of affordable housing.

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16. Does the City encourage or require affordable housing developments to give an admission preference to individuals already residing within the jurisdiction?

Yes ☐ **No** ☒

If 'Yes', is it a requirement?

Yes ☐ **No** ☒

a. Background

This practice may have fair housing implications if the population of the jurisdiction lacks diversity or does not reflect the demographic makeup of the larger region in which it is located. There may be a barrier to fair housing choice, in that the policy can have a discriminatory affect on the basis of characteristics considered by fair housing laws.

For example if a jurisdiction already lacks housing suitable to people with mobility-related disabilities, the local population may have an under representation of such individuals, when compared to the population generally. Newly developed accessible housing that could meet the needs of such individuals, but which has a local resident admission preference, would be less likely to improve the ability of people with mobility-related disabilities to live in the jurisdiction. Likewise, a jurisdiction with an under representation of minority residents is likely to perpetuate that situation if a local resident admission preference is implemented for new affordable housing development.

b. Planning and Zoning Code Regulations

Admission preferences have not been established by the City.

c. Conclusion

There are no impediments to fair housing choice.

Accessible Housing and Parking

17. Does the jurisdiction's planning and building codes presently make a specific reference to the accessibility requirements contained in the 1988 amendments to the Fair Housing Act?

Yes ☒ **No** ☐

Is there any provision for monitoring compliance?

Yes ☒ **No** ☐

a. Background

The Fair Housing Act establishes accessibility requirements for new housing. Title 24 of the California Code of Regulations, known as the California Building Standards Code or just 'Title 24,' contains the regulations that govern the construction of buildings in California. Chapter 11A contains the regulations governing housing accessibility.

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b. Building Code Regulations

The City has adopted the California Building Code, 2010 Edition, based on the 2009 International Building Code as published by the International Code Council. The scheme for accessibility in California has been enhanced by the incorporation of the more restrictive building standards of the Federal Americans with Disabilities Act as well as the Fair Housing Amendments Act into the California access code.

The Building & Safety Division website makes available a Title 24 Disability Access Standards Complaint Form. The form allows a resident to make a compliant relative to site accessibility, building accessibility and sanitary facility accessibility.

c. Conclusion

As noted above, the City's Building Code contains the Fair Housing Act accessibility requirements. Compliance is monitored by the Building & Safety Division review of construction plans and the issuance of building permits and certificates of occupancy.

18. Does the Zoning Code contain any special provisions for making housing accessible to persons with disabilities?

Yes ☐ **No** ☒

a. Background

The requirement for accessible units applies to "covered multifamily dwellings" constructed for first occupancy after March 13, 1991. First occupancy is defined as a "building that has never been used for any purpose."

There is no timetable for the production of accessible housing, as such housing is constructed when residential projects are built. The Fair Housing Act does not require any renovations to existing buildings. Its design requirements apply to new construction only.

Both privately owned and publicly assisted housing – including rental and for sale units – must meet the accessibility requirements when they are located in 1) buildings of four or more dwellings if such buildings have one or more elevators, and 2) all ground floor dwellings in other buildings containing four or more units.

b. Building Code Regulations

The City requires all new housing developments to comply with the California Building Standards (Title 24 of the California Code of Regulations) and the federal American with Disabilities Act (ADA). Title 24 of the California Code of Regulations, known as the California Building Standards Code or just 'Title 24,' contains the regulations that govern the construction of buildings in California. Chapter 11A contains the regulations governing housing accessibility.

The City enforces the Title 24 accessibility regulations. The City has prepared a Plan Check Manual which explains that construction plans must comply with the ADA Standards for Accessible Design (page 3) and explains in the Plan Check Review Checklist that "ADA requirements are approved by the Building and Safety Division" (page 40).

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Additionally, the City's housing programs enhance housing accessibility. The Home Improvement Loan Program (HILP) offers 3% deferred loans to "improve handicap accessibility." The Mobile Home Rehabilitation Program provides assistance "mainly to elderly and disabled persons whom are unable to maintain the exterior of their property and are facing penalties that could lead to eviction."

c. Conclusion

The City complies with the Federal and State laws governing accessible housing in new housing developments. The City's housing programs make special provisions for making housing accessible to disabled people.

19. Describe the minimum standards and amenities required by the Zoning Code for a multiple family project with respect to handicap parking?

a. Background

Federal and State laws require handicap parking. To further fair housing for disabled persons, the City's requirements should equal or exceed the minimum standards of Federal and State laws.

b. Planning and Zoning Code Regulations

The City's requirements for accessible parking are intended to be consistent with the state requirements. According to the Planning and Zoning Code, any conflicting provisions or future changes in state or federal requirements shall preempt the standards for provision of accessible parking spaces that the City currently requires.

Attachment C contains the City's accessible parking requirements.

c. Conclusion

The City's accessible and handicap parking requirements comply with the standards imposed by State and Federal laws.

Other Fair Housing Policies

20. Does the Zoning Code include a discussion of fair housing?

Yes ☐ **No** ☒

If yes, how does the jurisdiction propose to further fair housing?

a. Background

Affirmatively furthering fair housing is an important responsibility of local government. Although a city may have numerous plans, policies, and standards, fair housing is rarely discussed in a zoning ordinance. Other documents of a city may discuss fair housing.

b. Planning Policies

The *2008-2014 Housing Element* discusses fair housing. The element policy is to –

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- Provide fair housing … services to very low- and moderate-income households.

Two action programs are:

- Contract with a fair housing agency to educate landlords and tenants on their rights and responsibilities.
- Update the *Analysis of Impediments to Fair Housing Choice*.

c. Conclusion

The *2008-2014 Housing Element* contributes to promoting and furthering fair housing. The City's program includes workshops, the dissemination of information on fair housing laws and referrals to the Fair Housing Council of Riverside County, Inc.

21. Does the Zoning Code or Building Code establish occupancy standards or maximum occupancy limits that are more restrictive than state law, which incorporates the Uniform Housing Code (UHC)?

Yes ☐ **No** ☒

a. Background

Occupancy standards sometimes can impede housing choice for families with children or for disabled persons. For example, some jurisdiction's zoning regulations have attempted to limit occupancy to five related persons occupying a single family home, or to strictly establish an occupancy standard of no more than two persons per bedroom. Such regulations can limit housing availability for some families with children, or prevent the development of housing for disabled persons.

The federal Fair Housing Act (FHA) also provides that nothing in the Act "limits the applicability of any reasonable local, State or Federal restrictions regarding the maximum number of occupants permitted to occupy a dwelling." [Section 807(b)(1)]

HUD implements section 589 of the Quality Housing and Work Responsibility Act (QHWRA) of 1988 by adopting as its policy on occupancy standards for purposes of enforcement actions under the FHA, the standards provided in the Memorandum of General Counsel Frank Keating to Regional Counsel dated March 20, 1991. The purpose of that Memorandum was "to articulate more fully the Department's position on reasonable occupancy policies and to describe the approach that the Department takes on its review of occupancy cases." The Memorandum states the following:

> Specifically, the Department believes that an occupancy policy of two persons in a bedroom, as a general rule, is reasonable under the Fair Housing Act. [. . .] However, the reasonableness of any occupancy policy is rebuttable, and neither the February 21 [1991] memorandum nor this memorandum implies that Department will determine compliance with the Fair Housing Act based solely on the number of people permitted in each bedroom. [Emphasis added]

The memorandum goes on to reiterate statements taken from the final rule implementing the Fair Housing Amendments Act of 1988 as follows:

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- [T]here is nothing in the legislative history that indicates any intent on the part of Congress to provide for the development of a national occupancy code . . . ."
- Thus, the Department believes that in appropriate circumstances, owners and managers may develop and implement reasonable occupancy requirements based on factors such as the number and size of sleeping areas or bedrooms and the overall size of the dwelling unit. In this regard, it must be noted that, in connection with a complaint alleging discrimination on the basis of familial status, the Department will carefully examine any such nongovernmental restriction to determine whether it operates unreasonably to limit or exclude families with children.

  Source: U.S. Department of Housing and Urban Development, Memorandum to All Regional Counsel from Frank Keating on the subject of *Fair Housing Enforcement Policy: Occupancy Cases*, March 20, 1991.

Essentially, HUD has established a starting point for assessing the reasonableness of occupancy restrictions, but has stated that the specific facts of each living situation must inform the final determination of reasonableness. While the above discussion relates to matters of discrimination affecting families with children, a similar analysis applies to standards that may limit housing choice for persons with disabilities.

b. Building Code Regulations

The City's zoning regulations do not establish occupancy limits. The Uniform Housing Code -- on the basis of square footage -- establishes minimum occupancy limits for all housing.

California's occupancy standard for residential dwellings is an example of a permissible neutral standard:

> Room dimensions (b) Floor Area: Dwelling units and congregate residences shall have at least one room which shall have not less than 120 square feet of floor area. Other habitable rooms, except kitchens, shall have an area of not less than 70 square feet. Where more than two persons occupy a room used for sleeping purposes, the required floor area shall be increased at the rate of 50 square feet for each occupant in excess of two.

According to an analysis of occupancy standards:

> The Legislature, by adopting this Uniform Housing Code standard, intends to pre-empt local occupancy standards generally. Municipalities may deviate from the uniform occupancy standard only if, pursuant to specific state provisions, they make express findings that a deviation is reasonably necessary due to "climatic, geological or topographical conditions." Local governments should adopt the foregoing Uniform Housing Code standard for compliance with fair housing laws and to address health and safety concerns in the community.
>
> Source: Mental Health Advocacy Services, Inc., *Fair Housing Issues in Land Use and Zoning: Definitions of Family and Occupancy Standards*, September 1998, page 7

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c. Conclusion

The City follows the standards of the Uniform Housing Code. Consequently, the City's regulations do not impede housing opportunities as occupancy standards different from the State requirements have been established.

22. Does the Zoning Code allow for mixed uses?

Yes ☒ **No** ☐

If 'Yes', does the ordinance or other planning policy document consider the ability of mixed-use development to enhance housing affordability?

Yes ☐ **No** ☒

Also, do development standards for mixed-uses take into consideration the challenges of providing housing accessible to persons with disabilities in such mixed uses?

Yes ☐ **No** ☒

a. Background

Housing for disabled persons in a mixed-use development that includes commercial and residential land uses in a multi-story building could be a challenge. In such a development, it is especially important to correctly interpret the Federal and State accessibility requirements.

Housing for disabled persons in a mixed-use development that includes commercial and residential land uses in a multi-story building could be a challenge. In such a development, it is especially important to correctly interpret the Title 24 accessibility requirements.

b. Planning and Zoning Code Regulations

The City's General Plan was adopted on July 11, 2006. According to the General Plan policy:

> The primary purpose of locations designated Mixed-Use on the Moreno Valley General Plan Land Use map is to provide for the establishment of commercial and office uses and/or residential developments of up to 20 dwelling units per acre. The zoning regulations shall identify the particular uses and type of development permitted on each parcel. Overall development intensity should not exceed a floor area ratio of 1.00.

The Planning and Zoning Code provides for two mixed use zones – MUD 1 and MUD 2. According to the Code:

> The intent of the mixed use district 2 (MUD2) is the development of pedestrian oriented shopping areas with smaller, service related and specialty types of businesses with an allowance for residential as a secondary land use to the primary commercial use. MUD2 development is intended to occur along arterials or greater streets or in areas of high density development. The addition of a residential component is intended to increase the level of activity in commercial areas and provide better linkages and compatibility with adjacent residential neighborhoods. Overall development intensity should not exceed a floor area ratio of 1.00.

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The Code does mention specifically that the mixed use zones are intended to enhance affordability. However, MUD 2 allows housing at a maximum density of 30 dwelling units per acre. The California Department of Housing and Community Development has found that this density facilitates the development of affordable housing.

c. Conclusion

The City's mixed-use policy is neutral with respect to housing for disabled persons. The policy may be clarified with respect to how accessibility requirements will be enforced in a mixed-use development.

23. Does the Zoning Code describe any areas in this jurisdiction as exclusive?

Yes ☐ **No** ☒

Are there exclusions or discussions of limiting housing to any of the following groups?

Yes ☐ **No** ☒

If yes, check any of the following that apply:

- Race
- Color
- Sex
- Religion
- Age
- Disability
- Marital or Familial Status
- Creed of National Origin

a. Background

Fair housing choice means the ability of persons of *similar* income levels to have available to them the *same* housing choices. The City's land use and zoning policies cannot exclude persons from living in the neighborhoods in which they want to reside.

b. Zoning Regulations

Land use within Moreno Valley is primarily residential in character. Single family residential dominates the western half of the community. Residences are scattered throughout the eastern portion of the City.

Much of developed Moreno Valley was guided by specific plans. These specific plans, which include specific zoning and development standards, include Towngate, Moreno Valley Ranch, Sunnymead Ranch, Hidden Springs, Moreno Highlands and Eastgate. The General Plan and Specific Plans guide development of land and do not exclude or limit housing choices because of the characteristics listed above. The Housing Element has policies to encourage the production of senior housing, housing for disabled persons and family housing.

c. Conclusion

The land use and housing policies are consistent with Federal and State fair housing laws.

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24. Do real estate property tax assessments adversely impact one or more of the protected groups?

Yes ☐ **No** ☒

a. Background

HUD's *Fair Housing Planning Guide*, Volume 1 (March 1996) indicates that a potential public sector impediment is "real estate property tax assessment." Entitlement jurisdictions should analyze property tax policies in the AI. Apparently, this analysis is suggested because of the potential for differential assessments that may adversely impact one or more of the protected classes. In California, however, property tax policies are established by State laws and localities wishing to enact additional taxes must seek the approval of the electorate.

b. Real Estate Property Tax Assessment Regulations

State law mandates that all property is subject to taxation unless otherwise exempted. Property taxes are based on a property's assessed value. Property tax bills show land and improvement values. *Improvements* include all assessable buildings and structures on the land. *It does not necessarily mean recently "improved" property*. In general, properties that are owned and used by educational, charitable, religious or government organizations may be exempt from certain property taxes.

In 1978, California voters passed Proposition 13, which substantially reduced property tax rates. As a result, the *maximum levy* cannot exceed 1% of a property's assessed value (plus bonded indebtedness and direct assessment taxes). This levy is applied to the City's residential properties as it is to all other properties in Riverside County and the State.

Increases in assessed value are limited to 2% annually. Four events can cause a reappraisal:

- A change in ownership;
- Completed new construction;
- New construction partially completed on the lien date (January 1); or
- A decline-in-value

Moreno Valley's 2012 assessed valuation is $10,988,508,839 or 1.44% more than in 2011.

Source: Riverside County Office of the Assessor, County Clerk-Recorder, 2012-*2013 Annual Report*, page 19

c. Conclusion

City practices do not affect real estate property tax assessments.

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Attachment B
Fair Housing Impediments Study
Schedule of Accessible Parking Requirements

The following requirements for accessible parking are intended to be consistent with the state requirements. Any conflicting provisions or future changes in state or federal requirements shall preempt the standards for provision of accessible parking spaces contained in this title.

1. Accessible parking for residential uses shall be provided at a rate of one space for each dwelling unit that is designed for accessibility and occupancy by the disabled, unless an adjustment is allowed, based on a parking study approved by the community development director.

2. Accessible parking for outpatient units and facilities providing medical care and other services for persons with mobility impairments shall be provided at a rate of ten (10) percent of the total number of parking spaces provided serving such outpatient unit or facility. Accessible parking for units and facilities that specialize in treatment or services for persons with mobility impairments shall be provided at a rate of twenty (20) percent of the total number of parking spaces provided serving each such unit or facility.

3. Accessible parking spaces for other uses shall be provided at the following rates:

Number of Automobile Spaces Provided	Number of Accessible Spaces Provided
1—25	1
26—50	2
51—75	3
76—100	4
101—150	5
151—200	6
201—300	7
301—400	8
401—500	9
501—1,000	2 percent of total spaces
1,001 and over	20 plus 1 for each 100 spaces or fraction thereof over 1,001

4. Each accessible parking space shall be fourteen (14) feet wide, striped to provide a nine-foot wide parking area and a five-foot wide loading area (access aisle) and shall be a minimum of eighteen (18) feet in length. If two accessible spaces are located adjacent to each other, they may share the five-foot wide loading area, resulting in a width of twenty-three (23) feet for the two spaces. One in every eight handicapped spaces, but not less than one, shall be van accessible; served by a loading area not less than eight feet wide. If two van accessible parking spaces are located adjacent to each other, they may share a common eight-foot wide loading area.

5. When less than five parking spaces are provided, at least one shall be fourteen (14) feet wide, striped to provide a nine-foot parking area and a five-foot loading area. Such space shall not be required to be reserved or identified exclusively for use by persons with disabilities.

6. Accessible parking spaces serving a particular building shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance. In parking facilities that do not serve a particular building, accessible parking shall be located on the

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shortest accessible route of travel to an accessible pedestrian entrance of the parking facility. In buildings with multiple accessible entrances with adjacent parking, accessible parking spaces shall be dispersed and located closest to the accessible entrances.

7. In each parking area, a bumper or curb shall be provided and located to prevent encroachment of cars over the required width of walkways. The space shall be so located that persons with disabilities are not compelled to wheel or walk behind cars other than their own. Pedestrian ways that are accessible to people with disabilities shall be provided from each such parking space to the related facilities, including curb cuts or ramps as needed. Ramps shall not encroach into any parking space; with the exception that ramps located at the front of accessible parking spaces may encroach into the length of such spaces when such encroachment does not limit the capability of a person with a disability to leave or enter their vehicle, thus providing equivalent facilitation. Where the building official determines that compliance with any regulation of this subsection (B)(7) would create an unreasonable hardship, a waiver may be granted when equivalent facilitation is provided.

8. The slope of an accessible parking stall shall be the minimum possible and shall not exceed one-quarter inch per foot (2.083% gradient) in any direction.

9. Notwithstanding the off-street parking requirements of subsection A of this section, the number of parking spaces that are not accessible may be reduced to the extent necessary for modification of an existing facility to comply with the requirements described in this subsection.

10. Where provided, one passenger drop-off and loading zone shall provide an access aisle at least five feet wide and twenty (20) feet long adjacent and parallel to the vehicle pull up space. Such zones shall be located on a surface with a slope not exceeding one vertical in fifty (50) horizontal and shall be located on an accessible route of travel to the entrance of the facility. If there are curbs between the access aisle and the vehicle pull-up space, then a curb ramp shall be provided. Valet parking facilities shall provide a passenger loading zone, as described herein. (Ord. 694 § 1.1 (part), 2005; Ord. 670 § 3.1 (part), 2004; Ord. 557 §§ 2.2, 2.3, 2000; Ord. 520 § 1.14, 1997; Ord. 475 § 1.4 (part), 1995; Ord. 405 §§ 1.8, 1.13, 1993; Ord. 402 §§ 1.1, 1.2, 1993; Ord. 359 (part), 1992)

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Appendix C

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A. INTRODUCTION

The AI examines the following private sector impediments:

- Housing discrimination
- Brokerage services
- Steering
- Appraisal practices
- Lending practices
- Homeowners insurance
- Blockbusting/panic selling
- Property management
- Reasonable modifications/accommodations
- Discriminatory advertising
- Hate crimes

1. Summary of Impediments and Action Plan Recommendations

Table C-1 on the next four pages presents a summary of the private sector impediments and the recommendations that will be included in the *2013-2018 Fair Housing Action Plan* (FHAP). Most of the actions to remove or ameliorate the private sector impediments will be undertaken by the Fair Housing Council of Riverside County, Inc. These actions will be accomplished under the current agreement between the City and FHC or amended as necessary during the five-year period of the FHAP.

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Table C-1
City of Moreno Valley
Summary of Private Sector Impediments
and Fair Housing Action Plan Recommendations

Impediments	Action Plan Recommendations
Housing Discrimination	
Based on past trends, about 165 housing discrimination complaints will be filed during the five year period between 2013 and 2018. The bases for most of these complaints are likely to be race/color and disability. Although housing discrimination is infrequently reported in Moreno Valley, it is an underreported event. Some residents could experience housing discrimination and 1) not know how to detect it; 2) not know where to report it; and 3) uncertain about whether they want to report it.	➢ The City and Fair Housing Council of Riverside County, Inc. will continue to offer to its residents fair housing services which include the processing of housing discrimination complaints and landlord/tenant counseling services. Sometimes a landlord/tenant issue has as its basis a housing discrimination concern. ➢ The Fair Housing Council will post on its website a page where residents can input their fair housing questions.
Brokerage Services	
No impediment was found. Brokerage services as defined by the Federal Fair Housing Act pertain to the MLS and real estate organizations. Therefore, the City has no authority with respect to the MLS, Bylaws, and Code of Ethics. However, fair housing and real estate practices are of interest because of the number of homes that will be sold and bought in Moreno Valley over the next five years.	➢ The City and Fair Housing Council of Riverside County, Inc. will arrange a meeting with IVAR's Fair Housing Committee, which meets the third Tuesday of every month, to explore fair housing topics.
Steering	
Steering may adversely impact homebuyers in their search process and when they apply for a loan. Steering also may adversely impact renters when they seek an apartment. Corrective actions have been taken regarding loan steering so that abuse may not happen in the future as frequently as it occurred in the early to mid- 2000s. However, the steering of apartment seekers is likely to continue, although it is not possible to measure its frequency.	➢ The Fair Housing Council - as part of its home buyer counseling services – will provide examples of how to detect "steering" during the home search process and how to detect "loan steering." ➢ The Fair Housing Council will offer information to renters attending workshops on how to detect steering behavior by resident property managers.

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Table C-1 continued
City of Moreno Valley
Summary of Private Sector Impediments
and Fair Housing Action Plan Recommendations

Impediments	Action Plan Recommendations
Appraisal Practices	
Complaints regarding appraisal discriminatory practices are not routinely collected by local, State or Federal agencies. It may occur but would-be homebuyers are in the best position to detect potentially discriminatory practices.	➢ The Fair Housing Council will add "how to read an appraisal report" to its homebuyer counseling services. ➢ Consumer education will 1) inform borrowers of their right to request the appraisal report and 2) provide information on the contents of the report and how to detect possible discriminatory practices.
Lending Practices	
The potential for a high percentage of FHA loans becoming seriously delinquent will disproportionately affect Hispanic home buyers as 70% bought their homes with FHA/VA financing. As the FHA/VA reduces its market share of mortgage credit, fewer minorities will be able to obtain loans to purchase a home. Disparities exist among the loan denial rates experienced by minority loan applicants compared to White loan applicants. Bank of America has a loan denial rate considerably higher than other major lenders.	➢ The City and Fair Housing Council will annually monitor the HMDA data to establish long-term trends in loan denial rates. ➢ The City and Fair Housing Council will maintain an inventory of FHA and low down payment financed homes. ➢ The City and Fair Housing Council will monitor on a regular schedule the notices of default by address made available by the County Recorder's Office or through a subscription service. ➢ The City and Fair Housing Council will match the notices of default by address to the addresses of the low down payment financed homes. ➢ The Fair Housing Council will contact the borrowers in default and inform them of default and foreclosure counseling services available to homeowners at risk of losing their homes.
Homeowner's Insurance	
As Moreno Valley has the second lowest home owners insurance premiums of the eight areas studied, there are no major impediments. However, without adequate knowledge consumers could pay more than they need to for appropriate insurance coverage.	➢ The Fair Housing Council will add "homeowners insurance" and "CLUE Reports" to its homebuyer counseling services. ➢ The Fair Housing Council will provide educational services to home buyers and borrowers so they understand the impact of CLUE Reports and can compare homeowner's premium rates.

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Table C-1 continued
City of Moreno Valley
Summary of Private Sector Impediments
and Fair Housing Action Plan Recommendations

Impediments	Action Plan Recommendations
Property Management Practices	
Property management practices pertaining to service and companion animals; reasonable accommodations; and modifications can pose impediments to fair housing choice.	➢ The Fair Housing Council will update the list of the names and e-mail addresses of the resident apartment managers. ➢ The City and Fair Housing Council will arrange an "informational session" between the fair housing counselors and resident managers to exchange insights on a variety of fair housing issues. ➢ The City and Fair Housing Council will continue to inform resident managers by transmitting information to their e-mail and/or physical addresses. ➢ Every quarter or semi-annually the Q & A prepared by Apartment Association of San Bernardino County should focus on fair housing questions and answers.
Reasonable Modifications or Accommodations	
A fair housing impediment is the practice of apartment managers to refuse disabled renters either a reasonable modification or reasonable accommodation.	➢ The City and Fair Housing Council will continue outreach to resident apartment managers through training sessions, workshops, correspondence and other means. ➢ The City and Fair Housing Council will transmit to the resident apartment managers a model written policy regarding reasonable accommodations and modifications. ➢ As new information becomes available, the City and Fair Housing Council will transmit it the resident apartment managers' e-mail and/or physical addresses.

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Table C-1 continued
City of Moreno Valley
Summary of Private Sector Impediments
and Fair Housing Action Plan Recommendations

Impediments	Action Plan Recommendations
Discriminatory Advertising	
Ads containing discriminatory words or phrases are infrequently published. However, ads with discriminatory words or phrases may be published in the future. Additionally, ads stating "no pets" may discourage disabled persons from applying for the apartment housing advertised in print publications.	➢ The City and Fair Housing Council of Riverside County, Inc. will continue to work with the Press-Enterprise to amend its fair housing notice with regard to the following: ✓ Fair housing notice be placed closer to the for rent ads ✓ Indicate the protected classes under the provisions of both the Federal and State laws ✓ Explain that service and companion animals are not pets ✓ Include the phone number of the Fair Housing Council of Riverside County, Inc. ➢ The Fair Housing Council will semi-annually review ads published in newspapers, on-line apartment search sites, and craigslist. When discriminatory words or phrases are found, the Council will notify the entities placing the ads of the need to remove those words and phrases.
Hate Crimes	
Hate crimes occur infrequently. When they do occur they can devastate families who believe they must move from the home and neighborhood of their choice. During the five-year period of the AI (2013-2018), about 20 to 25 hate crime events may occur with a home being the location of six to seven. There is a need for a resource directory so victims can be referred to community resources.	➢ The City should prepare a Hate Crime Victims Resource Directory. ➢ When that Directory is deemed complete, it should be transmitted to the Police Department to use as a referral resource.

B. HOUSING DISCRIMINATION

1. Prohibited Housing Discriminatory Practices

Sections 804 (a), (b), and (d) of the 1968 Fair Housing Act describe several prohibited housing discriminatory practices such as the following:

(a) To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, sex, familial status, or national origin.

(b) To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, sex, familial status, or national origin.

(d) To represent to any person because of race, color, religion, sex, handicap, familial status, or national origin that any dwelling is not available for inspection, sale, or rental when such dwelling is in fact so available.

Sections 804(f) (1), (2) and (3) prohibit the following practices because of a handicap:

(1) To discriminate in the sale or rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of a handicap.

(2) To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a handicap.
(3)(A) A refusal to permit, at the expense of the handicapped person, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises.

(3)(B) A refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

(3)(C) Failure to comply with accessible design and construction requirements

The California Fair Employment and Housing Act (FEHA) prohibits unlawful practices similar to those that are described in the Federal Fair Housing Act. For example, Article 2 – Housing Discrimination - Section 12955 of FEHA states the following are unlawful practices:

(a) For the owner of any housing accommodation to discriminate against or harass any person because of the race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, or disability of that person.
(b) For the owner of any housing accommodation to make or to cause to be made any written or oral inquiry concerning the race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, or disability of any person seeking to purchase, rent or lease any housing accommodation.

(f) For any owner of housing accommodations to harass, evict, or otherwise discriminate against any person in the sale or rental of housing accommodations when the owner's

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> dominant purpose is retaliation against a person who has opposed practices unlawful under this section, informed law enforcement agencies of practices believed unlawful under this section, has testified or assisted in any proceeding under this part, or has aided or encouraged a person to exercise or enjoy the rights secured by this part. Nothing herein is intended to cause or permit the delay of an unlawful detainer action.
>
> (k) To otherwise make unavailable or deny a dwelling based on discrimination because of race, color, religion, sex, sexual orientation, familial status, source of income, disability, or national origin.

HUD, the California Department of Fair Employment and Housing (DFEH) and the Fair Housing Council of Riverside County, Inc. process housing discrimination complaints. Housing discrimination probably is underreported and, therefore, the number of complaints may not accurately measure the extent of this private sector fair housing impediment.

Evidence on underreporting is supported by a HUD-sponsored study conducted by The Urban Institute. That research study concluded:

> Another finding with implications for fair housing programs involves the fact that so few people who believed they had been discriminated against took any action, with most seeing little point in doing so.
>
> Source: The Urban Institute, *How Much Do We Know: Public Awareness of the Nation's Fair Housing Laws*, prepared for the U.S. Department of Housing and Urban Development, Office of Policy Development and Research, April 2002, pg. 7

A follow-up study finds that between 2001 and 2005 knowledge of fair housing laws has increased in two areas – discrimination against families with children and steering of prospective homebuyers by race – but declined in one area – discrimination based on religion. On a composite index of overall knowledge, there was no change between 2001 and 2005. There was, however, a significant increase in overall support for fair housing laws.

The study also explores whether people know what to do to address perceived discrimination and why so few people who perceive they have been discriminated against do anything about it.

> Four of every five persons who believed they had experienced housing discrimination plausibly covered by the federal Act profess not ... to have done anything at all in response. Many alleged victims maintain they did not take action because they presumed doing so would not have been worth it or would not have helped. Some, however, did not know where or how to complain, supposed it would cost too much money or take too much time, were too busy, or feared retaliation. The minority who did respond mainly complained to the person thought to be discriminating or to someone else, but a small proportion also talked to or hired a lawyer or sought help from or filed a complaint with a fair housing or other group or government agency.
>
> Source: The Urban Institute, *Do We Know More Now? Trends in Public Knowledge, Support and Use of Fair Housing Law*, prepared for the U.S. Department of Housing and Urban Development, Office of Policy Development and Research, February 2006, pg. iii

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2. Examples of Housing Discrimination

Table C-2 shows examples of housing discrimination against the protected classes which are identified by the –

- 1968 Federal Fair Housing Act (FHA) – first five groups listed
- 1988 amendments to the and the – familial status and handicap/disability
- California Fair Employment and Housing Act – last six groups listed (underlined)

The examples shown are generally those committed by a landlord against a tenant, property owner or real estate agents. The list is not intended to be exhaustive as it does mention lender or appraiser discriminatory acts, for example.

3. Number and Type of Housing Discrimination Complaints

a. Background

With respect to housing discrimination complaints, a 2006 U.S. Department of Housing and Community Development (HUD) study found:

> About 17 percent of the adult public claims to have suffered discrimination at some point when trying to buy or rent a house or apartment. If, however, the explanations given about the nature of the perceived discrimination are taken into account, about eight percent of the public had experiences that might plausibly have been protected by the Act. While the frequency, actions, and bases for the alleged discrimination are diverse, majorities of this group believe they were discriminated against more than one time, were looking to rent more frequently than to buy, and identified race more so than any other attribute or characteristic as the basis of the discrimination.
>
> The Urban Institute, Do We Know More Now? Trends in Public Knowledge, Support and Use of Fair Housing Law, prepared for the U.S. Department of Housing and Urban Development, Office of Policy Development and Research, February 2006, pg. iv

Therefore, the HUD study found that, perhaps, eight percent of public at some point time believe they were discriminated against.

b. National Housing Discrimination Complaints

Annually, between 2007 through 2010, about 10,150 to 10,550 complaints are filed with HUD and FHAP agencies. Each year complaints on the bases of disability and race had the largest number of complaints:

- Disability 4,410 to 4,839
- Race 3,203 to 3,750

Complaints on the bases of familial status, national origin and sex had the next highest number of complaints.

Source: U.S. Department of Housing and Urban Development, *Annual Report on Fair Housing, FY 2010*, page 20

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Table C-2
Examples of Housing Discrimination

RACE – Different rules, fees, or treatment; targeting a particular race for evictions, increasing rent, giving warning notices, making racial slurs and comments due to a person's race.

COLOR – Differential treatment due to skin color. People of the same race discriminating against each other because lightness or darkness of skin tones.

RELIGION – Requiring applicants or tenants to be of any certain religion or excluding tenants based on religion. Not allowing religious decorations on doors where other decorations are allowed.

SEX – Different treatment because one is female or male. Property owner showing a preference not to deal with persons of a particular gender; ignoring requests, treating genders differently; or sexual harassment.

NATIONAL ORIGIN - Different treatment or denying housing based on where a person was born, emigrated from, or the language a person speaks. Landlord renting only to Spanish, English, or Swahili speakers.

FAMILIAL STATUS – Landlord targeting families with persons under the age of 18. Different rules for children such as curfew, pool rules; requiring children to live downstairs, prohibiting playing outside, limiting number of children, but not number of persons. Discrimination related to pregnancy.

HANDICAP/DISABILITY - Different treatment due to a physical, mental, or medical disability. Ignoring requests for accommodations or modifications based on disability. Not allowing or charging 'pet' deposits for service animals.

SEXUAL ORIENTATION – Refusal of housing to a tenant who is biologically female but exhibits masculine mannerisms. Refusal to lease to a gay man based on the belief that he has HIV/AIDS.

MARITAL STATUS – Different treatment because a person is single or living with a partner but not legally married. Discouraging overnight guests, invading privacy, or harassment by intimidating behavior.

ANCESTRY – Refusal to rent, lease, or sell based on ancestry ties, characteristics, or hereditary traits.

SOURCE OF INCOME – Housing provider refusing to accept child support, unemployment income, or SSI.

AGE – Different treatment toward persons of certain age groups, advertising, e.g. "Ideal for a young professional or an elderly person".

ARBITRARY – Differential treatment due to affiliations, physical appearances such as clothing, tattoos, piercings.

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c. California Housing Discrimination Complaints

Table C-3 presents the number and types of housing discrimination complaints filed with the California Department of Fair Employment and Housing between 2000 and 2010. During this time span almost 13,000 complaints were filed statewide or about 1,300 annually. The most frequent bases for the complaints were:

- Disability about 28%
- Race/color almost 20%
- Familial Status about 15%
- National Origin almost 10%

Table C-4 shows the count of alleged discriminatory acts the most frequent of which are:

- Eviction almost 24%
- Refusal to rent 18%
- Unequal terms almost 18%
- Harassment about 16%
- Denied reasonable modification/ accommodation about 17%

d. Moreno Valley Housing Discrimination Complaints – California Department of Fair Employment and Housing

The California Department of Fair Employment and Housing (DFEH) provided statistics on the number of housing complaints filed by basis and act. From 2000 through 2011 there was a total of 23 complaints filed, or an average of just under two cases per year.

Table C-5 shows that there were a total of 34 bases for the 23 complaints filed. The most frequently reported basis was race/color. During the same time period there were a total of 31 alleged acts. Table C-6 shows that the most frequent alleged acts were "eviction" and "unequal terms."

Total bases and acts reported exceed the total number of cases filed because complainants may claim up to four bases and acts.

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Table C-3
California Department of Fair Employment and Housing: Housing Cases-Count of Bases

Bases	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	Total	Percent
Race/Color	215	270	253	263	271	313	304	267	199	203	2,558	19.7%
National Origin/Ancestry	141	101	139	103	131	200	149	113	79	111	1,267	9.8%
Religion	25	11	15	33	23	30	25	24	11	27	224	1.7%
Physical Disability-Hearing	2	9	5	11	7	4	6	8	12	10	74	0.6%
Physical Disability-Sight	22	25	8	10	8	8	12	12	15	11	131	1.0%
Physical Disability-Limbs	49	30	33	53	24	23	14	98	63	79	466	3.6%
Physical Disability-Blood/Circulation	3	1	13	14	6	2	3	4	1	2	49	0.4%
Physical Disability-Spinal/Back	11	20	31	24	23	18	15	10	9	14	175	1.4%
Physical Disability/Cerebral/Neural/Muscular	41	30	11	23	31	36	48	21	12	6	259	2.0%
Physical Disability-Heart	19	13	16	8	10	4	7	16	4	9	106	0.8%
Physical Disability-Speech/Respiratory	18	23	23	16	13	15	26	56	37	33	260	2.0%
Physical Disability-AIDS	12	7	13	11	17	14	16	2	9	8	109	0.8%
Physical Disability-Digestive/Urinary/Reproductive	2	4	5	3	4	4	5	7	15	15	64	0.5%
Physical Disability-Other	90	99	129	110	173	261	223	209	183	202	1,679	13.0%
Age (Over 40)	9	1	3	8	6	8	3	4	5	4	51	0.4%
Medical Condition	0	0	0	0	0	0	0	0	0	0	0	0.0%
Retaliation-for Filing	2	5	5	10	11	15	28	23	28	27	154	1.2%
Retaliation-for Protesting	45	44	58	47	49	53	55	22	27	42	442	3.4%
Retaliation-for Participating in DFEH Investigation	0	0	1	4	1	1	11	3	3	2	26	0.2%
Retaliation-for Protesting Patient Abuse	0	0	0	0	1	0	0	0	0	0	1	0.0%
Association-Must be Used with Another Bases	27	31	48	24	33	35	34	11	10	11	264	2.0%
Sex-Other Allegation	49	29	27	26	50	53	43	34	27	31	369	2.8%
Sex-Harassment	52	44	46	50	63	51	52	45	31	36	470	3.6%
Sex-Pregnancy	1	9	5	4	5	6	14	5	8	6	63	0.5%
Sex-Orientation	27	36	36	39	44	21	37	27	37	20	324	2.5%
Marital Status-Single	21	7	12	18	25	22	14	20	9	9	157	1.2%
Marital Status-Married	1	4	2	3	2	7	2	3	3	5	32	0.2%
Marital Status-Divorced	1	2	1	2	5	7	0	0	0	0	18	0.1%
Marital Status-Cohabitation	11	13	13	8	5	8	7	8	6	4	83	0.6%
Familial Status (Children)	194	182	146	169	219	265	204	203	201	172	1,955	15.1%
Source of Income	7	14	11	27	23	13	25	22	25	19	186	1.4%
Other	13	17	3	6	10	8	33	2	21	1	114	0.9%
Total	1,124	1,109	1,176	1,203	1,384	1,589	1,534	1,407	1,204	1,231	12,961	100.0%

Note: Total bases reported exceed the total number of cases filed. Complaints may claim up to four bases.

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Table C-4
California Department of Fair Employment and Housing: Housing Cases-Count of Alleged Acts

Alleged Act	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	Total	Percent
Refusal to Rent	189	207	182	203	235	329	363	333	332	301	2,674	18.0%
Eviction	384	366	401	351	412	425	368	284	258	262	3,511	23.6%
Refusal to Show	4	3	3	10	8	3	2	7	1	7	48	0.3%
Refusal to Sell	16	24	30	35	29	23	18	10	9	5	199	1.3%
Rent Increase	15	12	7	6	17	14	7	11	3	4	96	0.6%
Loan Withheld	3	10	9	16	8	8	9	4	7	6	80	0.5%
Unequal Terms	146	191	204	252	336	412	365	254	247	259	2,666	17.9%
Harassment	212	184	224	225	286	293	316	277	198	199	2,414	16.2%
Unequal Access to Facilities	24	29	6	32	32	80	143	67	78	97	588	4.0%
Occupancy Standards	3	2	4	3	6	8	3	12	13	15	69	0.5%
Surcharge	1	1	1	1	1	0	2	2	2	2	13	0.1%
Aggregate Income	1	0	0	0	0	0	0	1	0	1	3	0.0%
Income Standard	0	0	0	1	0	0	0	0	0	0	1	0.0%
Restrictive Covenant	6	5	2	0	4	1	0	9	5	9	41	0.3%
Denied Reasonable Modification/Accommodation	133	146	165	191	238	289	322	384	290	305	2,463	16.6%
Other	0	0	0	0	0	0	0	0	0	0	0	0.0%
Total	1,137	1,180	1,238	1,326	1,612	1,885	1,918	1,655	1,443	1,472	14,866	100.0%

Note: Total acts reported exceed the total number of cases filed because some cases are filed under more than one act.

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Table C-5
City of Moreno Valley
Housing Discrimination Cases Filed and Closed 2000-2011 by Basis

Cases Files by Basis	Number of Cases
Race/Color	14
National Origin/Ancestry-Other	1
Mental Disability	1
Retaliation-For Protesting	4
Association-Must be used with another basis	6
Sex-Harassment	4
Source of Income	1
National Origin-Mexico	1
National Origin-United States	2
Total	34

Source: California Department of Fair Employment and Housing (DFEH) Housing Cases Filed and Closed in Moreno Valley 2000-2011
Table construction by Castañeda & Associates

Table C-6
City of Moreno Valley
Housing Discrimination Cases Filed and Closed 2000-2011 by Act

Cases Filed by Act	Number of Cases
Refusal to Rent	6
Eviction	10
Refusal to Sell	1
Unequal Terms	8
Harassment	6
Total	31

Source: California Department of Fair Employment and Housing (DFEH) Housing Cases Filed and Closed in Moreno Valley 2000-2011
Table construction by Castañeda & Associates

e. Moreno Valley Housing Discrimination Complaints – Fair Housing Council of Riverside County, Inc.

During the five-year period from FY 2007/2008 through FY 2011/2012, 167 housing discrimination complaints were made to the Fair Housing Council of Riverside County, Inc. Table C-7 shows that the basis of those complaints were predominantly disability (47%) and race (23%).

Table C-8 shows that two-thirds of the complaints were made by Black residents. White residents made more complaints that the Hispanic, Asian and Other populations.

Table C-9 shows that the actions taken included primarily Fair Housing Council counseling, HUD/DFEH Attorney and education.

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Table C-7
City of Moreno Valley
Basis of Housing Discrimination Complaints: FY 2007/2008 – FY 2011/2012

Bases	2007/2008	2008/2009	2009/2010	2010/2011	2011/2012	Total	Percent
Age	1	0	2	0	1	4	2.4%
Arbitrary	0	0	0	1	8	9	5.4%
Color	0	0	2	1	4	7	4.2%
Disability	3	9	8	32	27	**79**	**47.3%**
Familial Status	1	3	1	4	3	12	7.2%
National Origin	0	1	1	2	0	4	2.4%
Race	9	7	5	12	6	**39**	**23.4%**
Sex/Gender	0	1	0	2	1	4	2.4%
Sexual Orientation	1	0	0	0	0	1	0.5%
Source of Income	0	1	1	5	1	8	4.8%
Total	15	22	20	59	51	167	100.0%

Source: Fair Housing Council of Riverside County, Inc.

Table C-8
City of Moreno Valley
Housing Discrimination Complaints by Race and Ethnicity: FY 2007/2008 – FY 2011/2012

Race/Ethnicity	2007/2008	2008/2009	2009/2010	2010/2011	2011/2012	Total	Percent
Black	9	13	11	46	31	**110**	**65.8%**
White	5	6	4	1	10	26	15.6%
Hispanic	0	2	3	8	8	21	12.6%
Asian	0	1	2	2	0	5	3.0%
Other	1	0	0	2	2	5	3.0%
Total	15	22	20	59	51	167	100.0%

Source: Fair Housing Council of Riverside County, Inc.

Table C-9
City of Moreno Valley
Actions Taken on Housing Discrimination Calls – FY 2007/2008 – FY 2011/2012

Action Taken	2008/2009	2009/2010	2010/2011	2011/2012	Total	Percent
HUD/DFEH Attorney	3	3	26	8	40	26.3%
Counseled	9	11	17	30	67	44.0%
Educated	7	4	16	9	36	23.7%
Pending	3	0	0	0	3	2.0%
Conciliation	0	2	0	4	6	4.0%
Total	22	20	59	51	152	100.0%

Source: Fair Housing Council of Riverside County, Inc.

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Impediment:

Based on past trends, about 165 housing discrimination complaints will be filed during the five year period between 2013 and 2018. The bases for most of these complaints are likely to be race/color and disability.

Although housing discrimination is infrequently reported in Moreno Valley, it is an underreported event. Some residents could experience housing discrimination and 1) not know how to detect it; 2) not know where to report it; and 3) uncertain about whether they want to report it.

Action Plan Recommendations:

The City and Fair Housing Council of Riverside County, Inc. will continue to offer to its residents fair housing services which include the processing of housing discrimination complaints and landlord/tenant counseling services. Sometimes a landlord/tenant issue has as its basis a housing discrimination concern.

The Fair Housing Council will post on its website a page where residents can input their fair housing questions.

C. BROKERAGE SERVICES

Section 3606 of the Federal Fair Housing Act prohibits discrimination in the provision of brokerage services:

> After December 31, 1968, it shall be unlawful to deny any person access to or membership or participation in any multiple-listing service, real estate brokers' organization or other service, organization, or facility relating to the business of selling or renting dwellings, or to discriminate against him in the terms or conditions of such access, membership, or participation, on account of race, color, religion, sex, handicap, familial status, or national origin.

1. Rules and Regulations and Multiple Listing Service

Real estate brokers or salespersons whose business is located in Moreno Valley may belong to one of several Board or Realtors, but most likely belong to the Inland Valley Association of REALTORS (IVAR). Like all associations, IVAR has a Multiple Listing Service (MLS). On January 1, 2013, the Board of Directors adopted *Rules and Regulations of the Multiple Listing Service*. The Rules and Regulations define the MLS as follows:

> A Multiple Listing Service is a means by which authorized MLS Broker participants establish legal relationships with other participants by making a blanket unilateral contractual offer of compensation and cooperation to other Broker participants; by which information is accumulated and disseminated to enable authorized participants to prepare appraisals, analyses and other valuations of real property for bonafide clients and customers; by which participants engaging in real estate appraisal contribute to common databases; and is a facility for the orderly correlation and dissemination of listing information among the participants so that they may better serve their clients, customers, and the public. Entitlement to compensation is determined by the cooperating broker's performance as a procuring cause of the sale or lease.

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Section 14 of the Rules and Regulations states that the Association or MLS Board of Directors may take disciplinary action and impose sanctions against any MLS participant and subscriber because of a violation of any MLS rule, violation of a provision of the California Real Estate Law or a Regulation of the Real Estate Commissioner or for any violation of the National Association of REALTORS (N.A.R.) Code of Ethics while a member of any Association of REALTORS®.

2. Bylaws

According to Article V, Section 11 of the IVAR bylaws, applicants for membership must complete an orientation program on the Code of Ethics of not less than two hours and thirty minutes of instructional time, meeting the minimum criteria established from time to time by the National Association of Realtors for new member ethics training. Failure to satisfy this requirement within ninety days of the date of application (or, alternatively, the date that provisional membership was granted), will result in denial of the membership application or termination of provisional membership.

Section 13 further requires that every four years members are required to complete a course on the Code of Ethics. Failure to satisfy this requirement is considered a violation of a membership duty for which membership is suspended until such time as the training is completed.

There are several classes of members, and although only REALTOR® members are subject to the Code of Ethics and its enforcement by the association, all members are encouraged to abide by the principles established in the Code of Ethics and conduct their business and professional practices accordingly.

3. Code of Ethics

The Code of Ethics adopted by IVAR seeks "to eliminate practices which may damage the public or which might discredit or bring dishonor to the real estate profession. REALTORS® having direct personal knowledge of conduct that may violate the Code of Ethics involving misappropriation of client or customer funds or property, *willful discrimination*, or fraud resulting in substantial economic harm…shall bring such matters to the attention of the appropriate Board of Association of REALTORS." (Emphasis added)

Article 10 of the IVAR code of ethics requires that its members shall not deny equal professional services to any person for reasons of *race, color, religion, sex, handicap, familial status, national origin, or sexual orientation*. Members also shall not be parties to any plan or agreement to discriminate against a person or persons on the basis of race, color, religion, sex, handicap, familial status, national origin or sexual orientation. Further, members shall not discriminate against any person or persons on the basis of race, color, religion, sex, handicap, familial status, national origin, or sexual orientation. In furtherance of these objectives, IVAR has set forth several "standards of practice which state:

> Standard of Practice 10-1: When involved in the sale or lease of a residence, REALTORS® shall not volunteer information regarding the *racial, religious or ethnic composition of any neighborhood* nor shall they engage in any activity which may result in panic selling, however, REALTORS® may provide other demographic information. [Emphasis added]
>
> Standard of Practice 10-2: When not involved in the sale or lease of a residence, REALTORS® may provide demographic information related to a property, transaction or

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professional assignment to a party if such demographic information is (a) deemed by the REALTOR® to be needed to assist with or complete, in a manner consistent with Article 10, a real estate transaction or professional assignment and (b) is obtained or derived from a recognized, reliable, independent, and impartial source. The source of such information and any additions, deletions, modifications, interpretations, or other changes shall be disclosed in reasonable detail.

Standard of Practice 10-3: REALTORS® shall not print, display or circulate any statement or advertisement with respect to selling or renting of a property that indicates any preference, limitations or discrimination based on race, color, religion, sex, handicap, familial status, national origin, or sexual orientation.

Impediment:

No impediment was found. Brokerage services as defined by the Federal Fair Housing Act pertain to the MLS and real estate organizations. Therefore, the City has no authority with respect to the MLS, Bylaws, and Code of Ethics. However, fair housing and real estate practices are of interest because of the number of homes that will be sold and bought in Moreno Valley over the next five years.

Action Plan Recommendation:

- **The City and Fair Housing Council of Riverside County, Inc. will arrange a meeting with IVAR's Fair Housing Committee, which meets the third Tuesday of every month, to explore fair housing topics.**

E. STEERING

Steering is prohibited by Sections 804(a) and 804(f)(1) of the Federal Fair Housing Act:

...it shall be unlawful--

(a) To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or *otherwise make unavailable or deny*, a dwelling to any person because of race, color, religion, sex, familial status, or national origin.

(f) (1) To discriminate in the sale or rental, or to *otherwise make unavailable or deny*, a dwelling to any buyer or renter because of a handicap of (A) that buyer or renter, (B) a person residing in that dwelling after it is sold, rented, or made available; or (C) any person associated with that person.

Examples of steering include:

- The practice of directing prospects to or away from a particular neighborhood based on their race, color, religion, sex, national origin, disability or familial status
- Allowing families with kids to rent only in certain buildings of an apartment complex
- Steering borrowers to loans having more costly terms than they are qualified for

Between 2007 and 2010, one percent of housing discrimination complaints alleged steering (HUD FY 2010 Annual Report on Fair Housing, page 24). There is no comparable data compiled by the State DFEH and the Fair Housing Council.

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1. Racial/Ethnic and Neighborhood Steering

This fair housing impediment was not as prevalent in southern California as it was in the eastern cities. An historical perspective of steering is described below:

> Racial steering refers to the practice (illegal since 1968) engaged in by some property owners, brokers, and managers of steering white home and apartment seekers into white areas, while steering equally creditworthy black prospects into black and racially changing areas. Antisteering, sometimes called benign steering by critics, refers to efforts by municipalities and housing groups to combat illegal steering by lawsuits and managed integration programs.
>
> Two developments in the late 1960s set the stage for antisteering efforts. In January 1966, Martin Luther King, Jr., chose Chicago for a national campaign against housing bias. After a summer of riots, arson, and marches, Mayor Richard J. Daley agreed to convene the Conference on Religion and Race. The resulting summit agreement led to the formation of the Leadership Council to act as a housing bias watchdog agency. In Washington, five years of civil rights legislation culminated in the Fair Housing Act of 1968, which made it unlawful to deny to sell or rent a dwelling solely on account of race, and declared neighborhood integration a national goal.
>
> Source: Encyclopedia of Chicago, *Steering*, 2007

This type of steering probably was experienced by Moreno Valley's homebuyers and apartment seekers during the past few decades. It may have happened particularly during the City's periods of rapid growth and development. It also may occur now as homebuyers purchase homes in the Moreno Valley's neighborhoods and as there is turnover in the apartment rental market. The steering of home buyers, however, probably happens infrequently because the internet enables home buyers to be more active in the search process. According to the California Association of REALTORS:

> In 2011, home buyers saw a median of 12 homes during their home search, which was down from previous years. The reason for the drop may well be because buyers and their agents are utilizing the internet to weed out the fray and thus increasing efficiency and time for all parties in the home buying process.
>
> Source: Sara Sutachan, Senior Research Analyst, California Association of REALTORS, "The Importance Real Estate Agents in Finding a Home," June 18, 2011

However, given Moreno Valley's household and neighborhood demographic profiles it is unavoidable to buy and rent in neighborhoods that are not predominantly minority. As Table C-10 shows between 2000 and 2010, the percentage of minority households increased from 59.8% to 73.5% largely because there were 2,078 fewer White Alone households at the end compared to the beginning of the decade. By contrast, the number of Black, Asian and Hispanic households increased. Black households increased by nearly 30% and Asian households by more than 50%. In addition, Hispanic households nearly doubled increasing from about 12,000 to nearly 22,700 during the decade.

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Table C-10
City of Moreno Valley
Number of Households by Race and Ethnicity: 2000 and 2010

Race/Ethnicity	2000 Number of Households	Percent	2010 Number of Households	Percent	Change 2000-2010	Percent Change 2000-2010
White Alone	15,750	40.2%	13,672	26.5%	-2,078	-13.2%
Black Alone	8,105	20.7%	10,520	20.4%	2,415	29.8%
American Indian or Alaska Native Alone	175	0.4%	188	0.4%	13	7.4%
Asian Alone	2,047	5.2%	3,173	6.2%	1,126	55.0%
Native Hawaiian or Other Pacific Islander Alone	152	0.4%	220	0.4%	68	44.7%
Some Other Race Alone	73	0.2%	106	0.2%	33	45.2%
Two or More Races	994	2.5%	1,053	2.0%	59	5.9%
Hispanic or Latino	11,929	30.4%	22,660	43.9%	10,731	90.0%
Total	39,225	100.0%	51,592	100.0%	12,367	31.5%

Census 2000, Table H007, Hispanic or Latino Householder by Race of Householder, Summary File 1 (SF 1) American Fact Finder
Census 2010 Summary File 1, Table HCT1: Tenure by Hispanic or Latino Origin of Householder by Race of Householder

Table construction by Castañeda & Associates

It is unknown if the increase in the number of minority households was due to steering. As Moreno Valley's Hispanic population formed households, they may have preferred to rent or buy in Moreno Valley because of neighborhood ties to family, friends, schools and churches. There was a considerable increase of Asian households. However, there are no predominant Asian neighborhoods.

All of the City's neighborhoods (census tracts) have a majority minority population ranging from a low of 53.3% to a high of 91.1%. Because most neighborhoods are predominantly minority, it is not possible to make estimates of the degree to which steering (when a salesperson, through his or her actions, words or behaviors, encourages or directs clients toward particular neighborhoods based upon the client's race or color) currently occurs.

Ultimately, the change in the household race and ethnic composition could be due to the community's housing affordability.

2. Steering of Apartment Seekers

According to HUD some landlords, brokers, and other housing professionals practice a subtle form of discrimination known as steering. This term refers to when someone tries to limit a renter's housing choices by guiding or encouraging the person to look elsewhere, based on a fair housing protected characteristic. This type of steering mostly affects apartment seekers as opposed in-place tenants.

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During any one-year there is turnover in the rental housing market as apartments are vacated and then are occupied by an apartment seeker. It is when this vacancy-turnover process occurs that apartment seekers could experience steering. Statistics are unavailable on apartment turnover, although the 2010 Census provides a snapshot of the number of vacant housing units available for rent. The 2010 Census reports 3,967 vacant housing units of which 1,486 were available for rent.

Table C-11 describes the four main types of illegal steering practices.

3. Loan Steering

Some of the families who bought homes in Moreno Valley during the housing boom years – a large proportion of whom were Hispanic – undoubtedly were steered into more costly loan products than they were qualified for and were victims of predatory lending.

From 2000 through 2006, easy access to mortgage loan credit dramatically increased home ownership and fueled home price appreciation. As the Government Accounting Office pointed out:

> ...more aggressive lending practices — an easing of underwriting standards and wider use of certain loan features associated with poorer loan performance — reduced the likelihood that some borrowers would be able to meet their mortgage obligations, particularly in times of economic hardship or limited house price appreciation. For example, data on private label securitized loans show significant increases from 2000 through 2006 in the percentage of mortgages with higher loan-to-value ratios (the amount of the loan divided by the value of the home), adjustable interest rates, limited or no documentation of borrower income or assets, and deferred payment of principal or interest.
>
> Source: Government Accounting Office (GAO), *Home Mortgage Defaults and Foreclosures: Recent Trends and Associated Economic and Market Developments: Briefing to the Committee on Financial Services*, U.S. House of Representatives, Report No.: GAO-08-78R, October 2007, page 5 of letter to Chairman Frank

Mortgage lending grew sharply in the early to mid-2000s, as described below:

> Mortgage lending surged in low- and moderate income neighborhoods during the housing boom, and subsequently contracted sharply. Over 2003-2006, purchase mortgage originations increased 60 percent in low- and moderate-income neighborhoods but less than 20 percent in high-income neighborhoods. Unfortunately, during the surge in lending many borrowers were encouraged to take out subprime mortgages with teaser rates and prepayment penalties as well as alt-A mortgages with negative amortization features.
>
> Source: Janet L. Yellen, Vice Chair, Board of Governors of the Federal Reserve System, *Housing Market Developments and Their Effects on Low- and Moderate-income Neighborhoods*, June 9, 2011 (at the 2011 Federal Reserve Bank of Cleveland Policy Summit)

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Table C-11
U.S. Department of Housing and Urban Development
Types and Examples of Illegal Steering Practices

Type of Illegal Steering	Examples of Illegal Steering
Discouraging You from Renting at a Building	Rather than saying "We don't rent to black people" or "No families allowed," some landlords claim to have nondiscriminatory policies but indirectly try to encourage prospective tenants to *look elsewhere* based on discriminatory reasons. Of course, if the apartment seeker mentions a need to rent an apartment in a building that's close to public transportation, it's valid for a landlord to point out a building isn't located near public transportation and suggest apartment seeker to look elsewhere. But if an apartment seeker starts to hear a landlord or broker make arguments for why a building shouldn't be considered when everything about it seems fine, the would be renter should be suspicious that they're trying to steer them away from the building for a discriminatory reason.
Discouraging Apartment Seeker from Renting by Exaggerating Drawbacks or Failing to Inform the Renter about Desirable Features of the Rental or Neighborhood	Instead of trying to show why the renter should be interested in their building, some landlords may stress the negatives, in the hope that it might get discourage the apartment seeker. Even less directly, a landlord may simply not bother pointing out the pros of living in the building or even in the neighborhood. For example, if a building has amenities such as a swimming pool, roof deck, or fitness center and the landlord or broker isn't mentioning them, that should be considered a red flag that the apartment seeker is being steered.
Indicating that Apartment Seeker Wouldn't Be Comfortable or Compatible with other Tenants	Another steering tactic could be summarized as "It's not the building, it's the tenants." Under this scenario, a landlord will try to discourage someone from renting at the building because he believes apartment seeker wouldn't be a good fit with the other tenants. HUD advises if someone is in this situation, the landlord or broker should be pressed to explain why he/she thinks renter would have problems with the tenants. The reason could be valid. For example, the renter may have told a landlord or broker they are looking for peace and quiet and landlord might let the renter know that many tenants like to hold loud parties or that the walls are thin and several complaints have been about noise. But if a landlord says, "Well, I don't think the other tenants will like the fact you have kids," then would be renter knows this is illegal steering, in this case based on familial status.
Trying to Assign Apartment Seeker to a Certain Floor or Section of the Building	This type of steering practice is about segregation. In this scenario, a landlord doesn't mind renting to certain types of people -- as long as those people rent apartments in a certain part of the building. Although this is a less obvious form of discrimination, this type of steering practice often leads to flat-out discrimination. An example is a landlord who tries to put tenants with disabilities in a certain area of a complex, in an attempt to minimize their visibility to other tenants and their guests. Another example is if the renter is a woman with two children and there are no more vacancies available in the "kids' part" of a building, it means the landlord must (under a discriminatory policy) turn the renter away on account of familial status -- even though there may be vacancies in the building.

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The GAO Report also found the following:

> In dollar terms, subprime lending grew from about 9 to 24 percent of mortgage originations (excluding home equity loans) from 2003 through 2006. Over the same period, Alt-A lending grew from about 2 to almost 16 percent of mortgage originations, and the share for loans with government insurance or guarantees fell from about 6 to 3 percent. As we reported in June 2007, in terms of number of loans, the subprime share of the market for home purchase mortgages grew most rapidly in census tracts with lower median incomes and higher concentrations of minorities, the same areas where FHA's share dropped most sharply.
>
> Source: GAO Report, page 11 of Report to Committee on Financial Services

While this aggressive lending was going on, often borrowers of color experienced loan steering. Steering, bait-and-switch, and predatory lending are inter-connected. The California Association of Mortgage Brokers (CAMB) at its 2004 Annual Convention announced it first-ever definition of predatory lending:

> Predatory lending is defined as intentionally placing customers in loan products with significantly worse terms and/or higher costs than loans offered to similarly qualified consumers in the region for the primary purpose of enriching the originator and little or no regard for the costs to the consumer.

Loan steering sometimes happened when borrowers were first declined by a lender and then referred to an affiliate. For example:

> A borrower enters a lending institution seeking a loan and is told that they do not qualify for the specific loan applied for, but would qualify for another loan product from another affiliate of the organization. The applicant is therefore 'steered' to the affiliate and reapplies for another loan. [The] affiliate steers the borrower toward a loan product for which they are overqualified.
>
> Sumit Agarwal and Douglas D. Evanoff, Social Science Research Network (SSRA) *Loan Product Steering in Mortgage Markets*, January 2013, pages 2-3

According to the Center for Responsible Lending:

> ...there is evidence that African American and Latinos were more likely to be steered into higher-priced loans that white borrowers.
>
> ...African and Latino borrowers were about 30 percent more likely to receive higher-cost subprime loans than white borrowers.
>
> ...higher--priced and subprime loans were more frequent in low-income and minority neighborhoods than in higher-income or predominantly non-Hispanic white neighborhoods.
>
> Source: Center for Responsible Lending, *Lost Ground, 2011: Disparities in Mortgage Lending and Foreclosures*, page 11

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The average interest rate on a 30-year fixed rate home loan in 2004 was 5.84%. In contrast, the average higher-cost home loan in California carried an interest rate of 9.81%. It is very likely that during this period, many borrowers were steered to higher price loans and that higher-cost loans adversely impacted disproportionately borrowers of color. *Some borrowers of color who bought homes in Moreno Valley in the early- to mid-2000s would have experienced higher cost loans.*

Table C-12 shows that African-Americans, Latinos and American Indians and Pacific Islanders had a higher percentage of higher cost loans than White or Asian borrowers. Indeed, for African American borrowers, the figures were more than twice that for Whites.

Table C-12
State of California
Percent Higher Costs Loans by Race/Ethnicity and Neighborhood Characteristics

Race/Ethnicity	% Higher Cost Loans
Asian	4.29%
White	7.16%
Pacific Islander	10.84%
American Indian	12.39%
Latino	14.03%
African American	16.29%
80-100% Minority Tracts	13.59%
Low Income Tracts	14.67%

Source: California Reinvestment Coalition, *Who Really Gets Higher-Cost Loans?* December 2005, page 29

Legal actions have recently been taken to obtain monetary relief for victims of steering. For instance, in 2011, the Civil Rights Division of the Federal Department of Justice filed and settled its largest fair lending lawsuit ever, obtaining $335 million in monetary relief for more than 200,000 victims of discrimination. The Division's lawsuit against Countrywide Financial Corporation alleged that, for more than four years during the height of the mortgage boom, Countrywide systematically discriminated against qualified Hispanic and African-American borrowers in violation of ECOA [Equal Credit Opportunity Act] and the FHA [Fair Housing Act]. The lawsuit alleged – for the first time ever by the Department – that the mortgage lender "steered" Hispanic and African-American borrowers by systematically placing them in subprime loans, while placing white borrowers with similar creditworthiness in prime loans. [Emphasis added]

It is likely that "steering" was experienced by some Hispanic and African-American homebuyers who obtained loans from Countrywide to buy homes in Moreno Valley between 2003 and 2006.

Also, in 2011, the Federal DOJ reached a fair lending settlement with Wells Fargo. The complaint alleged that between 2004 and 2008, as a result of Wells Fargo's policies and practices, qualified African-American and Hispanic wholesale borrowers were placed in subprime loans rather than prime loans even when similarly-qualified non-Hispanic white borrowers were placed in prime loans. The discriminatory placement of wholesale borrowers in subprime loans, also known as "steering," occurred because it was the bank's business practice

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to allow mortgage brokers and employees to place a loan applicant in a subprime loan even when the applicant qualified for a prime loan.

Source: The Attorney General's 2011 Annual Report to Congress Pursuant to the Equal Credit Opportunity Act Amendments of 1976, March 2012 (submitted by Thomas E. Perez, Assistant Attorney General, Civil Rights Division)

Additionally, corrective actions are underway to prevent or at least deter the abuses of the past from impacting borrowers who want to buy a home located in Moreno Valley. For example, the Federal Reserve Board (FRB) on August 16, 2010 announced final rules to protect mortgage borrowers from unfair, abusive, or deceptive lending practices that can arise from loan originator compensation practices. The new rules apply to mortgage brokers and the companies that employ them, as well as mortgage loan officers employed by depository institutions and other lenders.

The FRB explained that lenders commonly pay loan originators more compensation if the borrower accepts an interest rate higher than the rate required by the lender (commonly referred to as a "yield spread premium"). Under the final rule, however, a loan originator may not receive compensation that is based on the interest rate or other loan terms. This will prevent loan originators from increasing their own compensation by raising the consumers' loan costs, such as by increasing the interest rate or points. Loan originators can continue to receive compensation that is based on a percentage of the loan amount, which is a common practice.

The final rule, according to the FRB, also prohibits a loan originator that receives compensation directly from the consumer from also receiving compensation from the lender or another party. In consumer testing, the Board found that consumers generally are not aware of the payments lenders make to loan originators and how those payments can affect the consumer's total loan cost. The new rule seeks to ensure that consumers who agree to pay the originator directly do not also pay the originator indirectly through a higher interest rate, thereby paying more in total compensation than they realize.

Additionally, the final rule prohibits loan originators from directing or "steering" a consumer to accept a mortgage loan that is not in the consumer's interest in order to increase the originator's compensation. The rule will preserve consumer choice by ensuring that consumers can choose from loan options that include the loan with the lowest rate and the loan with the least amount of points and origination fees, rather than the loans that maximize the originator's compensation.

The Consumer Financial Protection Bureau (CFPB) adopted rules for mortgage brokers and loan officers to explicitly prohibit mortgage from steering borrowers into risky and high-cost loans. The Agency's rules prohibit mortgage steering mainly through removing incentives: originators can no longer received payment from both the consumer and other parties; they can no longer obtain compensation plans that fluctuate with the terms of the loan; and they cannot receive higher payment for securing higher interest loans (or loans with higher fees).

Impediment:

Steering may adversely impact homebuyers in their search process and when they apply for a loan. Steering also may adversely impact renters when they seek an apartment. Corrective actions have been taken regarding loan steering so that abuse may not happen in the future as frequently as it occurred in the early to mid- 2000s. However, the

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steering of apartment seekers is likely to continue, although it is not possible to measure its frequency.

Action Plan recommendations:

- **The Fair Housing Council - as part of its home buyer counseling services – will provide examples of how to detect "steering" during the home search process and how to detect "loan steering."**
- **The Fair Housing Council will offer information to renters attending workshops on how to detect steering behavior by resident property managers.**

F. APPRAISAL PRACTICES

The federal Fair Housing Act makes it unlawful to discriminate against a protected class in appraising property. An appraisal is a written assessment of market value and is used by mortgage underwriters to determine whether there is sufficient collateral to lend money to a homebuyer. Appraisals, therefore, are obtained by lenders to provide the market value of a home to be financed by a loan. The appraisal and loan-to-value ratio determine the maximum loan that a lender will offer the borrower/buyer.

Unlawful discriminatory appraisal practices, for example, may include:

- Taking into account the race and ethnic make-up of a neighborhood
- Taking into the account the race and ethnicity of the seller and buyer

According to Realist assessor information, in the past five years (1/1/2008-12/31/2012), there were 11,387 transactions for owner-occupants who bought homes or condominiums located in Moreno Valley. Although some purchased their home "all-cash" a significant number would have had an opportunity to review an appraisal. It is unlikely that the borrowers requested a copy of the appraisal.

Appraisals are needed by lenders to provide the market value of a home to be financed by a loan. They are necessary because combined with the loan-to-value ratio the appraisal determines the maximum loan that a lender will offer the buyer. Appraisal practices were altered in many ways due to the fraud that occurred during the frenzy of the housing market between 2000 and 2007.

The Uniform Residential Appraisal Report is a six page form used by appraisers to determine a valuation of a home. The report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). The report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project. The report is divided into several sections, one of which describes the neighborhood. The first line in that section, in bold letters, states

> "Note: Race and racial composition of the neighborhood are not appraisal factors".

At the end the report, there is an "appraiser's certification" which includes 25 certifications. Certifications #17 reads:

> I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the

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> participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

After the collapse of the housing market, it was often considered that over-inflated appraisals were one of the contributing factors. The U.S. Government Accounting Office, *Residential Appraisals: Opportunities to Enhance Oversight of an Evolving Industry*, Report to Congressional Committees, July 2011, stated that recent policy changes may affect consumer costs for appraisals, while other policy changes have enhanced disclosures to consumers. Consumer costs for appraisals vary by geographic location, appraisal type, and complexity. However, the impact of recent policy changes on these costs is uncertain. These policy changes would affect all borrowers.

The report further stated that laws that apply to appraisals for residential mortgages include consumer protection statutes, such as the Truth in Lending Act (TILA), which addresses disclosure requirements for consumer credit transactions and regulates certain lending practices; the Equal Credit Opportunity Act (ECOA), which addresses non-discrimination in lending; and the Real Estate Settlement Procedures Act of 1974 (RESPA), which requires transparency in mortgage closing documents.

The Appraisal Foundation, *2012-2013 Edition of the Uniform Standards of Professional Appraisal Practice* (USPAP) report sets forth the technical and ethical guidelines used by appraisers. According to its Ethics sections:

> An appraiser must not use or rely on unsupported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance income, handicap, or an unsupported conclusion that homogeneity of such characteristics is necessary to maximize value.

Contained the Standards section Standard Rule 6-3 deals with neighborhood trends when appraising a property and encourages appraisers to avoid stereotyped or biased assumptions relating to race, age, color, gender, or national origin or an assumption that race, ethnic, or religious homogeneity is necessary to maximize value in a neighborhood.

Advisory Opinion #16 (Fair Housing Laws and Appraisal Report Content) of the USPAP concerns Fair Housing Laws and Appraisal Report Content and states:

> Fair housing law(s) preclude the use of certain specific information or supported conclusions related to protected group(s) in some assignments. Accordingly, an appraiser should be knowledgeable about the laws that affect the subject property of an assignment. Laws and regulations on fair lending and fair housing (such as the Fair Housing Act; the Equal Credit Opportunity Act (ECOA), and the laws and regulations of applicable federal, state, and local jurisdictions) continue to evolve. Further, appraisers must continue to provide appraisals that do not illegally discriminate or contribute to illegal discrimination. The Conduct section of the ETHICS RULE states in part, An appraiser must not use or rely on unsupported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance income, handicap, or an **unsupported** conclusion that

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> homogeneity of such characteristics is necessary to maximize value (Bold added for emphasis).
>
> (Nor) one cannot infer by logical extension that using supported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, age... is appropriate or acceptable..
>
> In some cases, even supported conclusions in assignments relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance income, handicap, or group homogeneity cannot be used because they are precluded by applicable law.

Under both federal law (the Equal Credit Opportunity Act, 15 U.S.C. § 1691(e), and its implementing regulations--see 12 C.F.R. § 202.14 in particular) and California law (Business & Professions Code § 11423), a lender is generally obligated to inform a credit applicant of the right to receive a copy of the appraisal used in connection with the application, and to honor the applicant's written request for a copy of the appraisal report.

The California Association of REALTORS (CAR) explains that one of the reasons a buyer should obtain an appraisal is "To make sure the lender has not engaged in any discriminatory practices."

Consequently, a homebuyer/borrower is entitled to a copy of the appraisal. But a homebuyer and borrower during the purchase process has a bewildering array of documents to review and sign. Additionally, given an appraisal to review, they may not have the knowledge to review an appraisal report to determine if, for example, race or ethnicity were considered in making the appraisal.

Impediment:

Complaints regarding appraisal discriminatory practices are not routinely collected by local, State or Federal agencies. It may occur but would-be homebuyers are in the best position to detect potentially discriminatory practices.

Action Plan Recommendations:

- **The Fair Housing Council will add "how to read an appraisal report" to its homebuyer counseling services.**
- **Consumer education will 1) inform borrowers of their right to request the appraisal report and 2) provide information on the contents of the report and how to detect possible discriminatory practices.**

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G. LENDING PRACTICES

1. Background

a. Fair Housing Act, Equal Credit Opportunity Act and the California Holden Act

In cases involving discrimination in mortgage loans or home improvement loans, the United States Department of Justice may file suit under both the Fair Housing Act and the Equal Credit Opportunity Act.

Section 805 of the Fair Housing Act (42 U.S.C. 3605) states that it is -

> ...unlawful for any person or other entity whose business includes ... the making or purchasing of loans or providing other financial assistance for purchasing, constructing, improving, repairing, or maintaining a dwelling... to discriminate against any person...because of race, color, religion, sex, handicap, familial status, or national origin.

The Equal Credit Opportunity Act (ECOA) 15 U.S.C. 1691 *et seq.* prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age, because an applicant receives income from a public assistance program, or because an applicant has in good faith exercised any right under the Consumer Credit Protection Act.

To supplement federal legislation, state laws have been enacted to forbid the discriminatory practice known as "redlining," a practice that results in blanket refusals by some lenders to make loans in whole neighborhoods or geographic areas. Redlining is illegal in California pursuant to the Housing Financial Discrimination Act of l977 (Holden Act). (Health & Safety Code Section 35800-35833) The Holden Act prohibits the consideration of race, color, religion, sex, marital status, national origin, or ancestry in lending for the purchase, construction, improvement, or rehabilitation of housing. Further, lenders cannot deny loan applications because of the ethnic composition, conditions, characteristics, or expected trends in the neighborhood or geographic area surrounding the property.

The Holden Act places restrictions on redlining by making it illegal for lenders to consider the racial, ethnic, religious, or national origin composition of a neighborhood or geographic area surrounding a housing accommodation.

To ensure that prospective borrowers are aware of their rights under this law, lenders must notify all applicants of the provisions of the Holden Act at the time of the loan application. The notice must include the address where complaints may be filed and where information may be obtained. The notice must be in at least 10-point type and also must be posted in a conspicuous location in the lender's place of business. A notice would state the following:

> IT IS ILLEGAL TO DISCRIMINATE IN THE PROVISION OF OR IN THE AVAILABILITY OF FINANCIAL ASSISTANCE BECAUSE OF THE CONSIDERATION OF:
>
> 1. TRENDS, CHARACTERISTICS OR CONDITIONS IN THE NEIGHBORHOOD OR GEOGRAPHIC AREA SURROUNDING A HOUSING ACCOMMODATION UNLESS THE FINANCIAL INSTITUTION CAN DEMONSTRATE IN THE PARTICULAR CASE THAT SUCH CONSIDERATION IS REQUIRED TO AVOID UNSAFE AND UNSOUND BUSINESS; OR

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2. RACE, COLOR, RELIGION, SEX, MARITAL STATUS, NATIONAL ORIGIN OR ANCESTRY

IT IS ILLEGAL TO CONSIDER THE RACIAL, ETHNIC, RELIGIOUS, OR NATIONAL ORIGIN COMPOSITION OF A NEIGHBORHOOD OR GEOGRAPHIC AREA SURROUNDING A HOUSING ACCOMMODATION OR WHETHER OR NOT SUCH COMPOSITION IS UNDERGOING CHANGE, OR IS EXPECTED TO UNDERGO CHANGE, IN APPRAISING A HOUSING ACCOMMODATION OR IN DETERMINING WHETHER OR NOT, OR UNDER WHAT TERMS AND CONDITIONS, TO PROVIDE FINANCIAL ASSISTANCE.

THESE PROVISIONS GOVERN FINANCIAL ASSISTANCE FOR THE PURPOSE OF THE PURCHASE, CONSTRUCTION, REHABILITATION, OR REFINANCING OF ONE-TO-FOUR-UNIT RESIDENCE.

b. Home Mortgage Disclosure Act (HMDA)

The HMDA Loan Application Register (LAR) data includes information about ***each*** loan application. HMDA requires lenders to report on the action taken on each loan application, as follows:

- Loan Originated
- Application Approved, Not Accepted
- Application Denied
- Application Withdrawn
- Filed Closed for Incompleteness

The race, ethnicity and income of the applicant also are noted by the lender.

Although the loan denial rates do not support definitive conclusions regarding discrimination on the bases of race or ethnicity, they are a useful screen to identify disparities in loan approval rates by the race and ethnicity of applicants and geographic markets where differences in denial rates warrant further investigation.

2. 2011 Conventional and FHA/VA Loan Volumes, Loan Dispositions and Denial Rates by Race, Ethnicity and Income

The 2011 LARS HMDA data reports 2,199 loan applications. That's all conventional and FHA/VA loan applications that made it through the entire underwriting process:

Conventional Loans	481	21.9%
FHA/VA Loans	1,718	78.1%
Total	2,199	100.0%

The final disposition of the loan applications is as follows:

Originated	1,693	77.0%
Application Approved, Not Accepted	124	5.6%
Denied	382	17.4%
Total	2,199	100.0%

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The above totals exclude the applications made in census tracts with boundaries that were mostly outside of Moreno Valley.

As noted above, about 17% of all loan applications were denied. Table C-13 shows the denial rates by race/ethnicity, selected income groups, and loan type.

Table C-13
City of Moreno Valley
Comparison of Denial Rates by Race/Ethnicity, Type of Loan and Income Level

	$25,000-$49,999		$50,000-$74,999		$75,000-$99,999	
Race/Ethnicity	**Conventional**	**FHA/VA**	**Conventional**	**FHA/VA**	**Conventional**	**FHA/VA**
White Alone	23.1%	14.7%	2.9%	10.8%	22.2%	8.9%
Hispanic or Latino	20.2%	15.1%	14.6%	14.8%	23.1%	12.7%
Asian	12.0%	22.2%	14.3%	38.5%	0.0%	0.0%
Black	22.2%	15.6%	28.6%	21.4%	60.0%	21.7%
Other/NA	15.8%	17.9%	17.6%	12.5%	12.5%	24.0%
Total	19.7%	15.4%	13.3%	15.3%	22.9%	14.2%

Source: 2011 LARS HMDA data
Table construction by Castañeda & Associates

- Within the $25,000-$49,999 income group, all minority group applicants have lower conventional loan denial rates than White borrowers. In contrast, white loan applicants have the lowest FHA/VA denial rates.

- Within the $50,000-$74,999 income group, the White loan applicants experienced a conventional loan denial rate much lower than the other race and ethnic groups. For Black borrowers, the conventional loan denial rate was more than twice as high as for the Hispanic and Asian borrowers. It should be noted, however, that both Asian and Black borrowers had 14 applications, of which two Asian applicants and four Black applicants were denied. This would account for the denial rate being twice as high. Among the FHA/VA loan applicants, Asian borrowers had a substantially higher denial rate; however, there were only 13 applications.

- Within the $75,000-$99,999 income group, the Asian conventional loan applicants had the lowest denial rate (only six applications); Blacks experienced the highest loan denial rate (only five applicants). Among the FHA/VA loan applicants, the Other/NA category borrowers had the highest loan denial rate while Asian loan applicants experienced the lowest denial rate (only six applications).

3. Characteristics of Borrowers with Approved Loan Applications

There were 1,693 approved loans in 2011:

➢ Conventional Loans	355	21.0%
➢ FHA/VA Loans	1,338	79.0%
➢ Total	1,693	100.0%

The race and ethnicity of the borrowers is known for 1,560 of the 1,693 approved loans. The race and ethnicity is not known for 37 approved conventional loan borrowers and 96 FHA/VA approved loan applicants. These 133 approved loans were eliminated from the analysis because the focus is on the race and ethnicity of applicants who had their loans approved.

Table C-14 shows the race/ethnicity of 1,560 homebuyers who had their loans approved compared to household percentages based on the 2010 Census. The minority percentage of 2011 homebuyers (75%) is about 6% below the citywide percentage (81%) of minority householders. But Hispanic and White householders represent a higher percentage of the 2011 homebuyers than they comprise of all households residing in Moreno Valley in 2010. In contrast, the Asian homebuyer percentage is slightly less than they represent in the City while the Black homebuyers comprise 17.2% of all households compared to 10.8% of the homebuyers.

Table C-14
City of Moreno Valley
Race and Ethnicity of 2011 Homebuyers Compared to 2010 Census

Race/Ethnicity	Number	2011 Percent	2010 Percent
White	387	24.8%	18.9%
Black	168	10.8%	17.2%
Asian	76	4.9%	5.9%
Other	25	1.6%	3.6%
Hispanic	904	57.9%	54.4%
Total	1,560	100.0%	100.0%

Source: HMDA and 2010 Census
Table construction by Castañeda & Associates

There could be many reasons why Hispanics comprise a high percentage of homebuyers. For example, they could be renters moving to homeownership and because they have ties to neighborhoods, families, friends and churches choose to buy in Moreno Valley. Additionally, housing in Moreno Valley could be more affordable to them because 1) home prices are below the FHA/VA loan limits, 2) the low down payment requirements and 3) the prevailing low interest rates.

The reasons why Blacks represent fewer of the 2011 homebuyers than the city-wide percentage are probably complicated. But they may include economic factors impeding mobility such as underemployment and income constraints or they prefer to buy in other communities.

4. Types of Home Loan Financing by Race and Ethnicity

Unlike the housing boom years, approved borrowers rely heavily on FHA/VA financing compared to conventional financing. Indeed, nearly 80% of all approved loans in 2011 were FHA insured loans or VA guaranteed loans. Table C-15 shows that about half of Asian homebuyers relied on FHA/VA financing. In contrast, 84% of Hispanic borrowers and 83% of the Black borrowers had their approved loans FHA/VA financed.

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Table C-15
City of Moreno Valley
FHA and Conventional Financing by Race and Ethnicity: 2011

Race/Ethnicity	FHA	Conventional	Total	Percent FHA
White	287	100	387	74.2%
Black	139	29	168	82.7%
Asian	37	39	76	48.7%
Other	22	3	25	88.0%
Hispanic	757	147	904	83.7%
Total	1,242	318	1,560	79.6%

Source: HMDA
Note: Table includes approved loans for which race and ethnicity are known. Therefore, 133 approved loans are excluded from the table total because race and ethnicity are unknown.
Table construction by Castañeda & Associates

5. Down Payments by Type of Financing and Race and Ethnicity

Data on the sales prices, type of financing, and down payments was obtained for 1,893 owner-occupied single family home purchases. The data provide the first and last name of the home buyer, but not the race or ethnicity. Software was then used to process the owners' surnames and categorize the homebuyers into three groups:

➢ Hispanic	1,039	54.9%
➢ Asian	161	8.5%
➢ Other	693	36.6%
Total	1,893	100.0%

Comparing the sales data to the HMDA data, the race and ethnicity distribution matched closely for Hispanic buyers, but was higher for Asian buyers:

	Sales Data	HMDA Data
➢ Hispanic	54.9%	57.9%
➢ Asian	8.5%	4.9%

The vast majority of the "Other" category (36.6%) is comprised of White and Black homebuyers as other groups bought few homes in Moreno Valley in 2011. Table C-15 – which is based on HMDA data – shows that White buyers comprised 387 and Black buyers 168 of the 580 homebuyers who were not Asian or Hispanic.

The sales data provides details on each property and, unlike HMDA data, includes the sales price and the amount of the first loan. Therefore, it is possible to calculate the amount of the down payment.

Table C-16 shows that about 64% of the Moreno Valley's 2011 homebuyers made a down payment of 3% or less. Almost 70% of the Hispanic homebuyers made a down payment of 3% of less. Additionally, about 65% of the "Other" homebuyers also made down payments of 3% or

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less. By contrast, only about 26% of the Asian homebuyers made a down payment of 3% or less.

Table C-16
City of Moreno Valley
Owner Occupied Home Purchases in 2011
by Race/Ethnicity and Down Payment Amount

	Race/Ethnicity							
Percent Down Payment	**Asian**	**Percent**	**Hispanic**	**Percent**	**Other**	**Percent**	**Total**	**Percent**
0% or >100% Financing[1]	4	2.5%	50	4.8%	82	11.8%	136	7.2%
1% to 3%	38	23.6%	675	65.0%	370	53.4%	1,083	57.2%
4% to 9%	4	2.5%	74	7.1%	39	5.6%	117	6.2%
10% to 15%	0	0.0%	21	2.0%	16	2.3%	37	2.0%
16% to 19%	0	0.0%	8	0.8%	2	0.3%	10	0.5%
20%	18	11.2%	79	7.6%	68	9.8%	165	8.7%
21% to 25%	24	14.9%	19	1.8%	20	2.9%	63	3.3%
26% to 30%	8	5.0%	13	1.3%	14	2.0%	35	1.8%
31% to 50%	7	4.3%	26	2.5%	13	1.9%	46	2.4%
51% or More	1	0.6%	4	0.4%	6	0.9%	11	0.6%
"All-Cash"	57	35.4%	70	6.7%	63	9.1%	190	10.0%
Total	161	100.0%	1,039	100.0%	693	100.0%	1,893	100.0%

[1]Some HUD loans such as 203K loans and VA loans allow loans to exceed 100% of the purchase price.
Source: Realist tax assessor data obtained through the Pacific West Association of Realtors
Table construction by Castañeda & Associates

A significant loan underwriting goal is accomplished when a home buyer makes a down payment of 20% or more. The percentage of homebuyers who made a 20% or more down payment or an "all cash" purchase is as follows:

- Asian 71.4%
- Other 26.6%
- Hispanic 20.3%

Low down payment financing allows borrower leverage in six forms:

Two types of asset leverage:

1. As the down payment percentage decreases, the asset price of the home it can leverage increases.

2. As the loan amortization term increases, asset leverage remains high because of slower earned equity buildup from amortization during a loan's early years.

Three types of income leverage:

3. As the debt-to-income ratio increases, so does the loan that may be serviced with the same amount of income.

4. As the loan amortization term increases, so does the loan that may be serviced with the same amount of income.

5. As the rate of interest declines, the size of the loan that may be serviced with the same amount of income rises. While the Federal Reserve is responsible for this increase in leverage, the FHA's underwriting policies turn virtually all of this additional buying power into increased buyer leverage.

One type of credit leverage:

6. The lower the acceptable credit score, the larger the pool of buyers.

Source: Edward J. Pinto, *How FHA Hurts Working-Class Families and Communities*, American Enterprise Institute, December 2012, pages 4 and 5

As previously explained, in 2011 about 64% of Moreno Valley's 1,893 homebuyers made a down payment of 3% or less. In the second half of 2008, 51% of mortgage foreclosures were caused by "negative equity" and down payments of less than 3%." (Wall Street Journal, July 3, 2009). According to the November 2012 FHA Outlook, 9.5% of all FHA loans are seriously delinquent, a percentage that includes all bankruptcies, all foreclosures, and 90 days or more delinquent.

Most of Moreno Valley's "low down payment homebuyers" obtained FHA/VA financing. If housing price increases are stagnant, slow or declining, these homebuyers are potentially at risk of going underwater – that is, having a "net" sales price less than what is owed on the home. The median home price in 2011 was $165,000. A loan amount of $160,050 can be approved with a 3% down payment. After three years a loan balance of $151,245 would be owed by the borrower (4% interest rate, 30-year term). If the home could still be sold for $165,000 in 2016, the seller would realize a net sales price of $151,800 based on 8% of the sales price being consumed by transaction costs (e.g., sales commission, inspection reports, appraisal costs, pest control reports, buyer mandated repair costs, etc.). Therefore, buyers who made a small down payment have a small equity stake and are at-risk to many economic forces outside of their control.

As stated earlier, about two thirds of all approved loans were FHA financed. There is concern of FHA's increased market share and its exposure to borrower delinquencies. As stated in the Department of Treasury and Department of Housing and Urban Development report to Congress:

> FHA should return to its pre-crisis role as a targeted provider of mortgage credit access for low- and moderate-income Americans and first-time homebuyers. (Today, FHA's market share is nearly 30 percent, compared to its historic role of between 10-15 percent.) As Fannie Mae and Freddie Mac's presence in the market shrinks, the Administration will coordinate program changes at FHA to ensure that the private market – not FHA – picks up that new market share.
>
> To make sure that FHA is financially strong enough to provide this key support, and that those taking out FHA-insured single-family loans are taking on sustainable mortgages, the Administration will explore ways to further reduce the risk exposure of FHA. While FHA has already changed its policy to require that borrowers with lower FICO scores put

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> down *larger down payments*, FHA will consider other options, such as *lowering the maximum loan-to-value ratio* for qualifying mortgages more broadly. [Emphasis added]
>
> Source: The Department of the Treasury and U.S. Department of Housing and Urban Development, *Reforming American's Housing Finance Market: A Report to Congress*, February 2011, pages 4, 19 and 20

FHA is changing the underwriting guidelines by increasing down payment standards, upfront mortgage insurance premiums (MIP - (which can be financed) and the monthly MIP. Starting in April 2013, the Federal Housing Administration is increasing the upfront and annual mortgage insurance premiums for FHA-insured loans. From a recent FHA press release:

> As part of ongoing efforts to encourage the return of private capital in the residential mortgage market and strengthen the Federal Housing Administration's (FHA) Mutual Mortgage Insurance Fund, Acting FHA Commissioner Carol Galante today announced a new premium structure for FHA-insured single family mortgage loans. FHA will increase its annual mortgage insurance premium (MIP) by 0.10 percent for loans under $625,500 and by 0.35 percent for loans above that amount. Upfront premiums (UFMIP) will also increase by 0.75 percent.

Two types of mortgage insurance are required on the majority of FHA-insured loans:

- Upfront mortgage insurance, or UFMIP, which is paid once at loan closing. FHA allows this premium to be financed into the loan.
- Mortgage insurance premium, or MIP, which is paid in equal installments are part of the mortgage payment.

On a $200,000 FHA-insured loan, the UFMIP premium will increase from the current rate of 1% of the loan amount, or $2,000, to 1.75% of the loan amount, or $3,500. The MIP will increase from 1.15% of the loan amount to 1.25%, which increases the monthly MIP payment from $191.66 to $208.66.

6. Loan Denial Rates

1) Loan Denial Rates by Type of Financing: In 2011, conventional loan applications (481) comprised 22% of all loan applications (2,199). Of the 481 applications, 20.6% were denied, which is slightly higher than Riverside County denial rate of 17.3%.

In 2011, FHA/VA loan applications (1,718) comprised 78% of all loan applications (2,199). Of the 1,718 applications, 16.5% were denied, which is slightly higher than Riverside County denial rate of 15.8%.

For more details, refer to Tables 1 and 2 in Attachment A

2) *Loan Denial Rates by Race and Ethnicity* In 2011, the White applicants had the lowest conventional loan denial rate and the Black applicants had the highest denial rate, as follows:

Black applicants	31.1%
Other applicants	22.8%
Asian applicants	20.6%
Hispanic applicants	20.2%

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White applicants	17.5%

For more details and the data for 2009 and 2010, refer to Table 3 in Attachment A.
Between 2009 and 2011, the Hispanic loan denial rate decreased, while the Black loan denial rate increased.

In 2011, the White applicants had the lowest FHA/VA denial rate and the Asian applicants had the highest denial rate, as follows:

Asian applicants	24.0%
Black applicants	20.3%
Other applicants	16.4%
Hispanic applicants	16.3%
White applicants	13.9%

Between 2009 and 2011, the Hispanic loan denial rate decreased, while the Asian loan denial rate increased.

For more details and the data for 2009 and 2010, refer to Table 4 in Attachment A.

3) Loan Denial Rates by Race, Ethnicity and Income: Of the 481, conventional loan applications, 223 were made by applicants having annual incomes in the range of $25,000 to $49,999. In this income group, Asian's had the lowest loan denial rate and Hispanic and Black applicants experienced loan denial rates less than the White applicants.

Of the 481, conventional loan applications, 120 were made by applicants having annual incomes in the range of $50,000 to $74,999. In this income group, White applicants had the lowest loan denial rate (2.9%) while Black applicants experienced highest loan denial rate (28.6%) The Hispanic and Asian loan applicants experienced loan denial rates of about 14%.

Of the 1,718 FHA/VA loan applications, 862 were made by applicants having annual incomes in the range of $25,000 to $49,999.The Asian loan denial rate was considerably higher than those experienced by the other population groups.

Of the 1,718 FHA/VA loan applications, 471 were made by applicants having annual incomes in the range of $50,000 to $74,999. The Asian loan denial rate was considerably higher than that experienced by the other population groups. Within this income group, the Asian loan denial rate again was higher than those of the other population groups.

For more details, refer to Tables 5 and 6 in Attachment A.

4) Loan Denial Rates by Census Tract, Percent Low Income and Percent Minority: Five census tracts had highest loan denial rates which ranged between 28.0% and 36.4%. Census tracts with high percentages of low income population did not necessarily have the highest denial rates. Three of the five census tracts had a low income percentage less than the citywide average of 39.3%.

As noted above, five census tracts had highest loan denial rates which ranged between 28.0% and 36.4%. Census tracts with high percentages of minority populations did not necessarily have the highest denial rates. Two of the five census tracts had a minority population percentage less than the citywide average of 67.8%.

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For more details, refer to Tables 7 and 8 in Attachment A.

5) *Loan Denial Rates by Lender*: In 2011, major lenders were defined as those receiving 100 or more loan applications. Six major lenders received almost 900 loan applications which represented almost 41% of all loan applications. Bank of America had the highest loan denial rate at 31% compared to Wells Fargo which had the second highest loan denial rate at 15.4% All other major lenders had loan denial rates of 7% or less.

For most major lenders, the number of loan applications received per census tract is small. However, Bank of America denied 44% of the 25 loan applications in one census tract and 24.4% of the 25 loan applications in another census tract. Wells Fargo denies 22.2% of the 63 loan applications made on one census tract.

For more details, refer to Tables 9 and 10 in Attachment A.

7. Reasons for Loan Denials

Loans can be denied for a number of reasons. HMDA requires lenders to list one or more reasons for a loan denial. Most loans are denied for "other" reasons. Between 2009 and 2011, 21.4% of the conventional loan applications were denied because of "debt-to-income ratio" and 14.1% due to "collateral." During the same three-year period, 24.6% of FHA/VA loan applications were denied because of 'debt-to-income ratio" and 15.2% due to "credit history."

According to the 2011 HMDA Reporting Guide, the reasons are defined as follows:

Debt-to-income ratio: income insufficient for amount of credit requested and excessive obligations in relation to income.

Credit history: insufficient number of credit references provided; unacceptable types of credit references provided; no credit file; limited credit experience; poor credit experience with lender; delinquent past or present credit obligations with others; garnishment, attachment, foreclosure, repossession, collection action, or judgment; and bankruptcy.

Collateral: value or type of collateral insufficient.

Other: length of residency; temporary residence; and other reasons.

For more details, refer to Tables 11 and 12 in Attachment A

Impediments:

- **The potential for a high percentage of FHA loans becoming seriously delinquent will disproportionately affect Hispanic home buyers as 70% bought their homes with FHA/VA financing.**
- **As the FHA/VA reduces its market share of mortgage credit, fewer minorities will be able to obtain loans to purchase a home.**
- **Disparities exist among the loan denial rates experienced by minority loan applicants compared to White loan applicants.**
- **Bank of America has a loan denial rate considerably higher than other major lenders.**

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Action Plan Recommendations:

- **The City and Fair Housing Council will annually monitor the HMDA data to establish long-term trends in loan denial rates.**
- **The City and Fair Housing Council will maintain an inventory of FHA and low down payment financed homes.**
- **The City and Fair Housing Council will monitor on a regular schedule the notices of default by address made available by the County Recorder's Office or through a subscription service.**
- **The City and Fair Housing Council will match the notices of default by address to the addresses of the low down payment financed homes.**
- **The Fair Housing Council will contact the borrowers in default and inform them of default and foreclosure counseling services available to homeowners at risk of losing their homes.**

H. HOMEOWNER'S INSURANCE

1. Background

Studies have demonstrated that the federal Fair Housing Act (FHA) should be interpreted to include homeowner's insurance. One recent study explained:

> The language of the FHA should be interpreted to include homeowners insurance. Although insurance is not explicitly mentioned in the Act, the broad language of both § 3604 and § 3605 logically covers insurance.
>
> Under § 3604(a), it is unlawful to do anything that makes a dwelling "unavailable." Because insurance is required in order to qualify for a mortgage, and since most people need a mortgage in order to buy a home, discrimination in underwriting decisions or in insurance pricing can make a dwelling unavailable, in contravention of § 3604.
>
> Although it could be argued that "otherwise make unavailable or deny" should only apply to activities similar to the refusal to sell or rent a home, not to all activities that make housing unavailable, this reading is inconsistent with other § 3604 jurisprudence. The Supreme Court has found that the FHA should be read broadly. Courts have readily applied § 3604 to a number of activities beyond the actual sale or rental transaction, such as zoning, the construction of low-income housing, and the provision of Section 8 housing vouchers.
>
> Most courts have agreed that insurance, like zoning, is covered by § 3604.
>
> Source: Dana L. Kaersvang, "The Fair Housing Act and Disparate Impact in Homeowner's Insurance," Michigan Law Review, Vol. 104:1993, August 2006, page 1998

Insurance companies, for the most part, do not agree that the Fair Housing Act can be interpreted to apply to insurance because of the McCarran-Ferguson Act:

> The McCarran-Ferguson Act provides that federal law does not preempt state insurance law unless the federal law 'specifically relates to insurance.' Federal law not specifically relating to insurance should not be interpreted to 'invalidate, impair, or supercede' state

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> insurance law. Some argue that, under the McCarran-Ferguson, the FHA cannot be applied to insurance because it does not explicitly mention insurance and would preempt States' determinations of appropriate insurance discrimination regulations.
>
> Source: Dana L. Kaersvang, "The Fair Housing Act and Disparate Impact in Homeowner's Insurance," Michigan Law Review, Vol. 104:1993, August 2006, page 2005

This issue can be thought of as a state by state issue. By way of example, the Supreme Court of Texas ruled on the following question:

> Does Texas law permit an insurance company to price insurance using a credit-scoring factor that has a racially disparate impact that, were it not for the McCarran-Ferguson Act, would violate the federal Fair Housing Act, 42 U.S.C §§ 3601-19, absent a legally sufficient nondiscriminatory reason, or would using such a credit-score factor violate Texas Insurance Code section 544,002(a), 559.051, 559.052, or some other provision of Texas law?
>
> We answer that Texas law prohibits the use of race-based credit scoring, but permits race-neutral credit scoring even if it has a racially disparate impact.

Another study concluded – after a review of the number of homeowner's insurance policies written, canceled, non-renewed and declined - the following as issues pertaining to homeowner's insurance and fair housing:

> The analysis suggests that people with lower incomes face barriers in obtaining and retaining homeowner's insurance. And while there were no indications of any pattern of intentional discrimination or bias against homeowners who live in zip codes of color, the findings suggest that, *in effect,* homeowners in those areas may be disproportionately underserved in their ability to obtain homeowner's insurance. The findings also make clear that determining the role that policies and practices of insurance companies play in blocking access to and retention of homeowner's insurance in low-income zip codes and in zip codes of color warrants further investigation
>
> Source: Legal Services Advocacy Project, St. Paul, MN, *The Effect of Income and Race on the Ability to Obtain and Retain Homeowners Insurance*, October 2000

On November 16, 2011, HUD issued a proposed rule regarding *Implementation of the Fair Housing Act's Discriminatory Effects Standard.* Under this proposed rule, a –

> 'discriminatory effect' occurs where a facially neutral housing practice actually or predictably results in a discriminatory effect on a group of persons (that is, disparate impact), or on the community as a whole (perpetuation of segregation).
>
> Examples of a housing policy or practice that may have a disparate impact on a class of persons delineated by characteristics protected by the Act include ... the provision and pricing of homeowner's insurance....

The proposed rule – it should be noted – has not been finalized. And the proposed rule is not without controversy. For example, the American Bankers Association (ABA) believes that the disparate impact, or 'effects' discrimination doctrine is not supported by the legislation from

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which it seeks to draw its authority. The ABA explained its position in a paper prepared by Buckley Sandler LLP – *Disparate Impact Under FHA and ECOA: A Theory Without a Statutory Basis*, July 13, 2012. In short, the ABA's position is that –

> Where a statute like the FHA does not permit disparate impact claims, such claims cannot be authorized by regulation.

It has been argued that:

> If the rule is finalized as proposed, and upheld by the courts, property insurance companies are likely to experience claims of unlawful discrimination under the Fair Housing Act.
>
> ...it is much more likely that insurance practices will be challenged for their 'impact' rather than on the basis that they are motivated by a racial or ethnic animus.
>
> Source: Washington Legal Foundation, Legal Backgrounder, Vol. 27, No. 11, June 8, 2012, authors Paul F. Hancock, Andrew C. Glass, and Roger L. Smerage, *HUD Proposal Would Impose 'Disparate Impact' Regulation on Property Insurance*, pages 1 and 2

2. Availability of Homeowners Insurance

a. CLUE Reports

Homeowners insurance can be made unavailable due to the claims history of a property or of the buyer seeking coverage.

> When faced with a prospective insured, insurance providers use the CLUE database to find out information not only about the customer, but also about the residence to be covered. Often this will cause problems for homeowners who have recently purchased a property. If they assume they will be able to get insurance easily because they always have had coverage and have never made any claims, they may be surprised when they are turned down based on claims made on their new property by the previous owners.
>
> Source: Eric R. Jaworski, Esq. and Jonathan A. Goodman, Esq., Colorado REALTOR News, *CLUE Reports Comprehensive Loss Underwriting Exchange Reports*, page 2

CLUE is a claims-information report generated by LexisNexis®, a consumer-reporting agency. The report generally contains up to seven years of personal-auto and personal-property claims history.

An insurer may request a CLUE report when an application is made for coverage or request is made for a quote. The company uses the applicant's claims history or the history of claims at a specific property, to decide if it'll offer coverage and the premium amount. Insurance company studies show a relationship between past and future claims.

When a home is sold in California, the seller is not obligated to provide the buyer with a CLUE report. According to the California Association of REALTORS (CAR), the standard residential purchase agreement -

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> ...simply requires the seller to disclose known material facts and defects including "known insurance claims within the past five years." In other words, if the seller had a fire in the kitchen 2 years ago and made an insurance claim, then the seller must disclose this fact to the buyer. *The C.A.R. purchase contract does not require purchase of a third-party report, such as C.L.U.E.* Sellers may make the disclosures of known insurance claims by using the C.A.R. Standard Form "Supplemental Statutory and Contractual Disclosures" (Form SSD), which allows a seller to disclose his or her awareness of insurance claims via a simple yes/no checkbox format.
>
> A seller must disclose only known insurance claims; C.A.R. purchase agreements *do not require sellers* to discover unknown claims, or *to purchase reports or other third-party information to make this disclosure.* Although sellers may choose to provide and pay for a third-party report to provide this optional third-party information to buyers, *neither the law nor C.A.R.'s purchase agreement require that they do so.* [Emphasis added]

CAR points out, however –

> Given the increased difficulty of obtaining affordable homeowners' insurance in recent years, buyers should obtain quotes as early as possible in the home buying process. In the process of obtaining insurance, the insurance agent or underwriter will most likely be checking the insurance database, as a matter of course, without charge. Buyers should seek insurance quotes during the inspection period so that there will be clear understanding of the cost of the insurance early in the transaction, and so that buyers will have an opportunity to evaluate this fact during the inspection period.

The effect of not being able to obtain homeowners insurance will be felt mostly by minority buyers as they comprise the vast majority of the people who purchase a home in Moreno Valley. It is important to expand the topics covered by homebuyer counseling to include the importance of obtaining CLUE reports from the sellers. Without this information, there is the potential that minority home buyers may be unable to obtain insurance not because of their claims history but that of the home they want to purchase.

b. Underserved Communities

The California Department of Insurance (DOI), Statistical Analysis Division annually prepares a *Commissioner's Report on Underserved Communities.* The Community Service Statement, under California Code of Regulations (CCR) Section 2646.6, has the purpose of addressing the issue of availability and affordability of insurance in "underserved" communities and of promoting anti-discrimination so that all have equal access to insurance coverage in California.

Communities that are considered "underserved" are with no or little insurance protection, according to the Department of Insurance. Absence of or inadequate insurance protection can be detrimental to people's lives. To ensure that all individuals and families, as well as businesses or organizations get the insurance protection they need against the adverse financial consequences of losses, is one of the goals of California Department of Insurance.

The Community Service Statement regulations require the DOI to collect and analyze data from home, personal auto, commercial multiple peril and commercial fire insurers in California, for all zip codes and report on those that are considered as "underserved". The DOI identified 145 "underserved" zip codes. None of Moreno Valley's zip codes are identified as "underserved." The two "underserved" communities located in Riverside County are Coachella and Mecca.

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c. California FAIR Plan

If homeowners insurance becomes unavailable, California provides for insurance as a last resort. The California Fair Access to Insurance Requirements ("FAIR") Plan was created by state legislation in July 1968 following the 1960's brush fires and riots. It is an insurance pool established to assure the availability of basic property insurance to people who own insurable property in California and who, beyond their control, have been unable to obtain insurance in the voluntary insurance market.

The FAIR Plan is a private association based in Los Angeles comprised of all insurers licensed to write property insurance in California. All insurers conducting property business in California must be a member of the Association. FAIR Plan profits and losses are shared by its members in direct proportion to their market share of property insurance written in California. There is no public funding, or taxpayers' monies involved. The FAIR Plan is not a state agency.

As noted above, The FAIR Plan issues insurance as a last resort, and should be used only after a diligent effort to obtain coverage in the voluntary market has been made. The FAIR Plan offers limited coverage at higher premiums than available in the voluntary insurance market. The perils insured against include fire, lighting and internal explosion but do not include, for instance, overflow of water or theft and the dwelling replacement cost is optional.

3. Analysis of Homeowner's Insurance Rates

Researchers have demonstrated that insurers employ a wide range of practices which contribute to a pricing differential in insurance for whites compared to minority populations:

- Establishing a maximum age for houses beyond which policies become more expensive or entirely unavailable. Since minorities, on the whole, live in older housing this practice causes a disproportionate impact on such populations.

- Establishing a minimum value threshold below which insurance is unavailable. Since low income minorities live in less expensive housing, this practice generates a disproportionate impact on populations.

- Adjusting premiums in a neighborhood in a way that increases the rates in low income, minority areas. Instead of redlining, proxies for "low income minority area" are used such as crime rates, percentage of owner-occupied housing, number of vacant buildings, responses times of fire and police departments.

Source: Dana L. Kaersvang, "The Fair Housing Act and Disparate Impact in Homeowner's Insurance," Michigan Law Review, Vol. 104:1993, August 2006, page 1996

Homeowners insurance is a package policy consisting of different types of coverage for the house, its contents, additional living expenses, personal liability claims against the policyholder and other members of the household and medical payments to others. The policyholder pays a single premium amount for the combination of these coverages.

Section 12959 of the California Insurance Code requires the commissioner to publish and distribute a comparison of insurance rates report for those lines of insurance which are of most interest to individual purchasers of personal lines of coverage. The Homeowners Premium

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Survey is based upon several scenarios, or hypothetical risks, that represent the most common variables applied to homeowners, condominium, renters and earthquake insurance premiums quoted today.

Annually, the Statistical Analysis Division (SAD) of the California Department of Insurance conducts a survey of premiums of insurers offering homeowners insurance in California. Due to the great diversity of homes, limits, locations and coverages available, it is impossible to publish a comparison for every risk. Therefore, companies are asked to supply their annual premium, based on rates for new business, for specific hypothetical risks located in various zip codes throughout the state. Zip codes are selected from various regions within the state, based on census home density data. Hypothetical examples are developed in order to provide premiums for a wide variety of risk types.

The California Department of Insurance 2012 Homeowners Premium Survey was consulted to estimate insurance rates in Moreno Valley and, for comparison purposes, the seven nearest cities and zip codes for which data are available. The data on premiums is usually published by city; however, for Corona and Riverside the premiums were listed by zip code.

Annual premiums were determined for the eight largest insurers based on "exposures," which are defined as –

> In general, an exposure is defined as the risk or loss potential an insurance company assumes from its policyholder in exchange for premium. However, it is important to note that there can be multiple exposures under one policy. For example, an insurer may cover several vehicles, or exposures, under one automobile policy.
>
> This report studied exposures on an **Earned** basis. Earned exposure is defined as a condition where the exposure is recognized by the insurance company after time has passed and the insurance company has delivered the services promised under the insurance policy.

Table C-17 shows the annual premiums of California's eight largest insurers for single-family homes 16 to 25 years of age with $200,000 of coverage and which are located in Moreno Valley and three other cities and four zip codes. As previously explained, the seven locations are those located in closest proximity to Moreno Valley and for which premium data are available.

Table C-18 shows the Homeowners Insurance Premium Cost Index. The index was developed for this AI as a means of comparing the cost to insure homes located in the eight locations. The Index is the average rank of the premiums of the eight largest insurance providers. The lower the value of the index, the higher is the cost of insurance. The premiums of each insurance provider were ranked from 1 to 8 with 1 representing the highest cost premium and 8 the lowest cost premium. State Farm, for instance, has its highest cost premium in Perris and its fifth highest in Moreno Valley and Hemet. Mid Century Insurance has its highest cost premium in Hemet and the lowest premium in Moreno Valley. Among the eight companies –

- 2 had their highest premium in Moreno Valley (2 X 1 = 2)
- 2 had their second highest premium in Moreno Valley (2 X 2 = 4)
- 1 had their third highest premium in Moreno Valley (1 X 3 = 3)
- 1 had their fourth highest premium in Moreno Valley (1 x 4 = 4)
- 1 had their fifth highest premium in Moreno Valley (1 x 5 = 5)
- 1 had their eighth highest premium in Moreno Valley (1 x 8 = 8)

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Table C-17
Survey of 8 Largest[1] (By Exposure) Residential Insurers
By City and Percent Minority – May 1, 2012

City	Percent Minority	State Farm	Fire Insurance Exchange	Mid Century Insurance Co.	Insurance Exchange of the Automobile Club	Mercury Casualty Company	Amco Insurance Co.	Safco Insurance Company of America	United Services Automobile Association
Moreno Valley	81.1%	$1,227	$843	$1,027	$599	$466	$677	$689	$589
Banning	56.6%	$1,114	$843	$1,301	$560	$474	$677	$760	$571
Corona-92879	61.9%	$1,255	$843	$1,124	$598	$607	$677	$760	$550
Corona-92882	61.9%	$1,385	$843	$1,201	$555	$607	$677	$760	$550
Hemet	48.2%	$1,227	$854	$1,433	$552	$386	$637	$540	$571
Perris	89.0%	$1,454	$843	$1,225	$569	$589	$677	$703	$571
Riverside-92503	66.0%	$1,318	$843	$1,147	$607	$474	$677	$760	$550
Riverside-92506	66.0%	$1,114	$843	$1,204	$596	$474	$677	$760	$550

[1]Allstate and AAA Northern CA NV UT Insurance Exchange are among the 10 largest home insurers. However, premiums are unavailable for these two insurers.

Note: Criteria included a home value of $200,000 and a home age between 16 and 25 years old. Percent minority for Corona and Riverside are for the entire city.

Source: California Department of Insurance Website, 2012 Homeowners Premium Survey. American FactFinder, Census 2010, Summary File 1, Table P9 Hispanic or Latino and Not Hispanic or Latino by Race

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Table C-18
Homeowners Insurance Premium Cost Index[1]

City	Premium Cost Index	Percent Minority	Percent Minority Population Rank
Perris	2.250	89.0%	1
Riverside-92503	2.500	66.0%	3
Corona-92879	2.750	61.9%	4
Corona-92882	2.750	61.9%	4
Banning	2.875	56.6%	5
Riverside-92506	3.000	66.0%	3
Moreno Valley	3.250	81.1%	2
Hemet	3.500	48.2%	6

Source: Table C-17 was used to rank the annual premiums of the eight insurance providers in the eight locations. The ranking methodology is explained in the narrative.

The sum of the ranks is 26 which divided by 8 yields an average rank for Moreno Valley of 3.250. The average rank indicates that homeowners' insurance premiums are the second lowest in Moreno Valley. Hemet is the only city that on average has lower cost premiums than Moreno Valley.

Another AI issue is whether there is a positive correlation between high insurance costs and high minority population percentages. Perris has the highest average insurance costs and the highest minority population percentage of the eight locations. On the other hand, Moreno Valley has the second highest minority population percentage but the second lowest insurance premiums. Hemet is the only city with average insurance costs lower than Moreno Valley. Thus, there appears to be no positive correlation between high insurance costs and high minority population percentages.

Minority buyers seeking homeowners insurance for homes bought in Moreno Valley would not be adversely impacted financially as the City has the second lowest average insurance costs.

Impediments:

As Moreno Valley has the second lowest home owners insurance premiums of the eight cities studied, there are no major impediments. However, without adequate knowledge consumers could pay more than they need to for appropriate insurance coverage.

Action Plan Recommendations:

- **The Fair Housing Council will add "homeowners insurance" and "CLUE Reports" to its homebuyer counseling services.**
- **The Fair Housing Council will provide educational services to home buyers/borrowers so they understand the impact of CLUE Reports and can compare homeowner's premium rates.**

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I. BLOCKBUSTING/PANIC SELLING

1. Historical Background

This fair housing impediment was not as prevalent in southern California as it was in the eastern cities. The historical perspective of blockbusting/panic selling is described below:

> "Blockbusting" refers to the efforts of real estate agents and real-estate speculators to trigger the turnover of white-owned property and homes to African Americans. Often characterized as "panic peddling," such practices frequently accompanied the expansion of black areas of residence and the entry of African Americans into neighborhoods previously denied to them. In evidence as early as 1900, blockbusting techniques included the repeated—often incessant—urging of white homeowners in areas adjacent to or near black communities to sell before it became "too late" and their property values diminished. Agents frequently hired African American subagents and other individuals to walk or drive through changing areas soliciting business and otherwise behaving in such a manner as to provoke and exaggerate white fears. Purchasing homes cheaply from nervous white occupants, the panic peddler sold dearly to African Americans who faced painfully limited choices and inflated prices in a discriminatory housing market. Often providing financing and stringent terms to a captive audience, the blockbuster could realize substantial profits.
>
> Source: Encyclopedia of Chicago, *Blockbusting*, 2007

The Civil Rights Act (Fair Housing Act) of 1968 declared it an illegal practice "for profit, to induce or attempt to induce" sales and rentals "by representations regarding the entry or prospective entry into the neighborhood of [a] person or persons of a particular race, color, religion, etc." (Section 804 [e]).

The 1968 Act, which declared discrimination in residential sales, rentals, or loans illegal, specifically outlawed blockbusting and indirectly barred other discriminatory real estate practices, including steering and redlining. Rigid adherence to residential segregation designed to maintain a racially separated (dual) housing market paradoxically enabled blockbusting to flourish under certain circumstances. Typically, blockbusters preyed upon the racial prejudices and fears of white residents in segregated neighborhoods by selling or renting to African Americans – or even by spreading rumors of black settlement – to panic property owners unwilling to accept residential integration. ...

2. California Law

Under California law, blockbusting and panic selling occur when a real estate licensee claims that an impending change in the demographic composition of a neighborhood will cause property values to fall, crime to increase or schools to decline in quality. Section 10177(l)(1) of the Business and Professions Code states that the Real Estate Commissioner may revoke or suspend the license of a real estate licensee if he/she has done the following:

> Solicited or induced the sale, lease, or listing for sale or lease of residential property on the ground, wholly or in part, of loss of value, increase in crime, or decline of the quality of the schools due to the present or prospective entry into the neighborhood of a person or persons having a characteristic listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those characteristics are defined in Sections 12926 and 12926.1,

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subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code.

Government Code Section 12955 states it shall be unlawful:

(a) For the owner of any housing accommodation to discriminate against or harass any person because of the race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, or disability of that person.

(d) For any person subject to the provisions of Section 51 of the Civil Code, as that Section applies to housing accommodations, to discriminate against any person on the basis of sex, sexual orientation, color, race, religion, ancestry, national origin, familial status, marital status, disability, source of income, or on any other basis prohibited by that section.

3. Blockbusting in Moreno Valley

Data on housing discrimination complaints based on claims of blockbusting and/or panic selling are not routinely collected by HUD, DFEH, Fair Housing Council or the City. The California Department of Real Estate website was researched to obtain data on violations of Business and Professions Code 10177(l)(1). The DRE reported that violations cannot be filtered by this code. The City then contacted Thomas Poole of the DRE on January 11, 2013 who indicated there has been "no disciplinary action against a real estate licensee because of violation of 10177(l)(1)." Thus, in Moreno Valley blockbusting/panic selling is not an impediment.

J. PROPERTY MANAGEMENT

Property management policies and practices are of keen importance to Moreno Valley residents. The vast majority of the 18,199 renter households reside in apartment communities. For the AI, a survey was conducted of the resident managers of market rate and rent-restricted apartments. The purpose of the survey was to find out if policies and practices adhere to fair housing laws.

1. Occupancy Limits

Occupancy limits refer to the number of persons who can occupy an apartment unit. Often, strict occupancy limits have the intent of excluding families with children from renting an apartment. HUD has indicated that Congress did not intend to provide for a national occupancy standard. HUD explains that:

> The Department believes that in appropriate circumstances, owners and managers may develop and implement reasonable occupancy requirements based on factors such as the number and size of sleeping areas or bedrooms and the overall size of the dwelling unit. In this regard, it must be noted that, in connection with a complaint alleging discrimination on the basis of familial status, the Department will carefully examine any such nongovernmental restriction to determine whether it operates unreasonably to limit or exclude families with children.

Further, HUD believed that the occupancy standard it had set for HUD assisted housing (generally two persons per bedroom) would not be an appropriate basis for guiding private housing providers because –

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> These guidelines are designed to apply to the types and sizes of dwellings in HUD programs and they may not be reasonable for dwellings with more available space and other dwelling configurations than those found in HUD-assisted housing.
>
> Source: 54 FR 3232 – Implementation of the Fair Housing Amendments Act of 1988, Subpart A, Section 110.10 Exemptions, January 23, 1989,

The general rule-of-thumb for an occupancy limit is two persons per room plus one additional person. For example, the occupancy limit would be three persons in a one-bedroom unit and five persons on a two bedroom unit.

When asked if they had an occupancy limit, 14 of the 14 market rate resident managers responded to this question – 13 said yes and one said no. When asked to give examples, none were inconsistent with the 2 + 1 standard.

Six of the eight affordable housing resident managers responded to the question – all six said yes. When asked to give examples, none of the six examples were inconsistent with the 2 + 1 standard.

2. Service and Companion Animals

Under Federal and State fair housing laws, individuals with disabilities may ask their housing provider to make reasonable accommodations in the "no pets" policy to allow for their use of a service and/or companion animal. The housing provider may ask the disabled applicant/tenant to provide verification of the need for the animal from a qualified professional. Once that need is verified, the housing provider must generally allow the accommodation.

One of the three regulations issued by HUD applies to all housing. The second and third sets of regulations implement legislation designed to recognize the importance of animals in the lives of the elderly, disabled and persons living in subsidized housing. 24 CFR 100.204(b)(1) provides an example that applies to all housing providers and concerns a guide dog:

> A blind applicant for rental housing wants to live in a dwelling unit with a seeing-eye dog. The building has a *no pets policy*. It is a violation of Section 100.204 for the owner or manager of the apartment complex to refuse to permit the applicant to live in the apartment with a seeing-eye dog because, without the seeing-eye dog, the blind person will not have an equal opportunity to use and enjoy a dwelling.

The principle is broader than just guide dogs and applies to all service dogs.

Another example is given below:

> A housing provider has a "no pets" policy. A tenant who is deaf requests that the provider allow him to keep a dog in his unit as a reasonable accommodation. The tenant explains that the dog is an assistance animal that will alert him to several sounds, including knocks at the door, sounding of the smoke detector, the telephone ringing, and cars coming into the driveway. The housing provider must make an exception to its "no pets" policy to accommodate this tenant.

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> Source: U.S. Department of Justice, Civil Rights Division and U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, *Joint Statement on Reasonable Accommodations Under the Fair Housing Act*, May 17, 2004, pages 6-7

When asked about allowing service animals, of 14 of the market rate resident managers 12 said yes, one said no, and one said "not pet friendly." Among the affordable housing resident managers, four said yes, one said yes with exceptions and three did not respond.

When asked about companion animals, the market rate resident managers' responses were:

- 9 said yes
- 2 said yes with doctor's prescription
- 1 said yes with certificate
- 1 said no
- 1 said not pet friendly

The responses of the affordable housing managers were:

- 4 said yes
- 1 said yes with exceptions
- 3 did not respond

3. Housing Unit Modifications

According to HUD:

> A reasonable modification is a structural change made to existing premises, occupied or to be occupied by a person with a disability, in order to afford such person full enjoyment of the premises..
>
> Source: U.S. Department of Justice, Civil Rights Division and U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, *Joint Statement on Reasonable Modifications Under the Fair Housing Act*, March 5, 2008, page 3

When asked about allowing disabled tenants to make modifications to their unit, the market rate resident managers' responses were:

- 12 said yes in one way or another (but most do not seem to have a "written policy")
- 1 doesn't know
- 1 didn't answer

The affordable housing managers' answers were:

- 2 said yes
- 1 said yes, reasonable accommodations, to be made by apt. owner
- 1 said yes, depending what type
- 1 said no
- 3 did not respond

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4. Knowledge of Fair Housing Laws

Market rate and rent restricted resident managers were asked about their knowledge of fair housing laws. The market rate resident managers stated:

- 9 said very familiar
- 5 said somewhat familiar

The affordable housing resident managers' responded:

- 4 said very familiar
- 2 said somewhat familiar
- 2 did not respond to the survey

5. Property Management Industry

Fair housing is of keen interest to the property management industry because violations of the law can be costly. To obtain ideas on the perspectives of the property management industry, a review was completed of the *Apartment Management Magazine* and an interview was conducted with the executive director of an apartment association.

In 2012, fair housing articles were published in seven of the 12 monthly issues of the *Apartment Management Magazine.* The articles, for the most part, provide information on fair housing laws and render advice such as the following:

- Support fair housing
- Landlords should spell out their pet policy clearly in the lease or rental agreement
- Owners can't refuse to rent to a resident who requires a service or companion animal
- Encourage people working in the industry to complete fair housing training
- Do not attempt to pre-screen applicants over the phone
- You never know if the person on the other end of the line is really a prospect or a fair housing imposter trying to trick you into a violation of fair housing law
- Know fair housing rules
- The owner and his/her site manager or property manager should develop fair housing selection criteria/policies consistently to meet fair housing laws
- Make sure your occupancy limit is not too restrictive that could be interpreted as a pretext for discriminating against families with children
- Summary of federal laws managers must be aware of (Fair Housing Act, Americans with Disabilities Act)
- Legal questions and answers on subjects as familial status discrimination, steering and retaliation
- That registered sex offenders are not members of a 'protected class'

The July 2012 issue of *Apartment Management Magazine* published "The Fair Housing Act Turns 46" which was prepared by the National Multi Housing Commission. That article contained information on the following:

- Fair Housing Act Overview (differential treatment, protected classes, accessibility)
- Non-Traditional Fair Housing Act Discrimination (source of income discrimination, Violence Against Women Act [VAWA], linguistic profiling)
- HUD and DOJ enforcement

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On January 16, 2013 an interview of Karen Fricke was conducted. Ms. Fricke is currently the Executive Director of the Apartment Association of San Bernardino County. Previously she had been the Executive Director of the Apartment Association of the Greater Inland Empire.

During the interview Ms. Fricke made the following observations:

- Fair housing organizations are spending considerable efforts on the foreclosure issue
- Addressing the accessibility requirements is not a major problem for apartment owners
- No new or emerging fair housing issues from the viewpoint of apartment associations
- Ideas for possible actions to include in the fair housing study:
  - ✓ Have the City encourage the efforts of Ms. Fricke to have a fair housing Q & A published quarterly or semi-annually in local newspapers
  - ✓ Have the City schedule a workshop between fair housing counselors and on-site property managers to develop a common understanding of the information that should be conveyed to tenants calling the Fair Housing Council.

The Q & A is a question and answer format where questions of on-site property managers are answered. The Q & A is published in several foothill community newspapers and the focus is on landlord-tenant questions. The suggestion is that every quarter or twice a year the Q & A focus on fair housing questions.

Impediments:

Property management practices pertaining to occupancy limits; service and companion animals; and reasonable accommodations and modifications can pose impediments to fair housing choice.

Action Plan Recommendations:

- **The Fair Housing Council will update the list of the names and e-mail addresses of the resident apartment managers.**
- **The City and Fair Housing Council will arrange an "informational session" between the fair housing counselors and resident managers to exchange insights on a variety of fair housing issues.**
- **The City and Fair Housing Council will continue to inform resident managers by transmitting information to their e-mail and/or physical addresses.**
- **Every quarter or semi-annually the Q & A prepared by Apartment Association of San Bernardino County should focus on fair housing questions and answers.**

K. REASONABLE MODIFICATIONS AND ACCOMMODATIONS

1. Background

It is unlawful to refuse to make reasonable modifications or accommodations for disabled persons. Section 804 (3) of the 1968 Fair Housing Act states that discrimination includes--

> (A) a refusal to permit, at the expense of the handicapped person, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises,

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except that, in the case of a rental, the landlord may where it is reasonable to do so condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted.

(B) a refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

HUD and the Federal Department of Justice provide the following explanation and examples of reasonable modifications:

A reasonable modification is a structural change made to existing premises, occupied or to be occupied by a person with a disability, in order to afford such person full enjoyment of the premises. Reasonable modifications can include structural changes to interiors and exteriors of dwellings and to common and public use areas. A request for a reasonable modification may be made at any time during the tenancy. The Act makes it unlawful for a housing provider or homeowners' association to refuse to allow a reasonable modification to the premises when such a modification may be necessary to afford persons with disabilities full enjoyment of the premises.

To show that a requested modification may be necessary, there must be an identifiable relationship, or nexus, between the requested modification and the individual's disability. Further, the modification must be "reasonable." Examples of modifications that typically are reasonable include widening doorways to make rooms more accessible for persons in wheelchairs; installing grab bars in bathrooms; lowering kitchen cabinets to a height suitable for persons in wheelchairs; adding a ramp to make a primary entrance accessible for persons in wheelchairs; or altering a walkway to provide access to a public or common use area.

Source: U.S. Department of Justice, Civil Rights Division, and U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, *Joint Statement of the Department of Housing and Urban Development and the Department of Justice, Reasonable Modifications Under the Fair Housing Act*, March 5, 2008, page 3

The DOJ and HUD state that:

The Act does not require that a housing provider adopt any formal procedures for reasonable accommodation requests. However, *having formal procedures may aid individuals with disabilities in making requests* for reasonable accommodations and *may aid housing providers in assessing those requests* so that there are no misunderstandings as to the nature of the request, and, in the event of later disputes, provide records to show that the requests received proper consideration.

A provider may not refuse a request, however, because the individual making the request did not follow any formal procedures that the provider has adopted. If a provider adopts formal procedures for processing reasonable accommodation requests, the provider should ensure that the procedures, including any forms used, do not seek information that is not necessary to evaluate if a reasonable accommodation may be needed to afford a person with a disability equal opportunity to use and enjoy a dwelling. [Emphasis added]

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Source: U.S. Department of Justice, Civil Rights Division, and U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, *Joint Statement of the Department of Housing and Urban Development and the Department of Justice, Reasonable Accommodations Under the Fair Housing Act*, May 17, 2004, pages 10-11.

2. Discriminatory Practices

In California about 28% of all housing discrimination complaints are made on the bases of a disability. In the State, 17% of the alleged acts relate to denied reasonable modification or accommodation. The Fair Housing Council reports that In Moreno Valley 47% of all housing discrimination complaints were made on the bases of a disability (FY 2007/2008 to FY 2011-2012). Often the alleged act that prompts the compliant is a refusal to allow either a reasonable modification or reasonable accommodation.

Impediment:

A fair housing impediment is the practice of apartment managers to refuse disabled renters either a reasonable modification or reasonable accommodation.

Action Plan Recommendations:

- **The City and Fair Housing Council will continue outreach to resident apartment managers through training sessions, workshops, correspondence and other means.**
- **The City and Fair Housing Council will transmit to the resident apartment managers a model written policy regarding reasonable accommodations and modifications.**
- **As new information becomes available, the City and Fair Housing Council will transmit it the resident apartment managers' e-mail and/or physical addresses.**

L. DISCRIMNATORY ADVERTISING

1. Background

Section 804 (c) of the 1968 Fair Housing Act prohibits discriminatory advertising; it is unlawful:

> To make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, or an intention to make any such preference, limitation, or discrimination.

Section 12955(c) of the California Fair Employment and Housing Act contains similar language prohibiting discriminatory advertising. That Section, however, also includes the State's additionally protected classes of sexual orientation, marital status, ancestry, and source of income.

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Under California law, a real estate licensee may not run any kind of advertisement concerning the sale, rental or financing of real property that indicates any preference, limitation or discrimination because of race, color, sex, religion, ancestry, physical handicap, marital status or national origin (10 Cal. Code Regs. § 2780).

The National Association of REALTORS (NAR) Code of Ethics Standard of Practice 10-3 states:

> REALTORS® shall not print, display or circulate any statement or advertisement with respect to the selling or renting of a property that indicates any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin.

These rules apply to every and any type of advertising that real estate licensees decide to use, including, but not limited to, flyers, postcards, newspapers, magazines, "For Sale" signs, billboards, business cards, e-mails, faxes, radio, television.

The process for documenting discriminatory advertising involved the following:

- A comparison of the words and phrases used published ads to the discriminatory examples provided by:
  - ✓ California Association of Realtors (CAR), *Advertising*, December 12, 2012 (revised)
  - ✓ California Newspaper Publishers Association, *Fair Housing Advertising Training Manual*, Fourth Edition, January 2001. 33 pages
  - ✓ HUD (24 CFR 109.20, 24 CFR 109.25, Roberta Achtenberg, Advertisements Under 804(c) of the Fair Housing Act – January 9, 1995)
  - ✓ Southern California Multiple Listing Service, *Fair Housing and MLS*, September 29, 2000, 11 pages
- Denoting those words or phrases that could indicate a preference, limitation, or discrimination

The most basic rule for avoiding discriminatory words and phrases is:

> Limit the advertisement to a physical description of the property – describe the place, not the people.
>
> Source: Southern California Multiple Listing Service, *Fair Housing and MLS*, September 29, 2000, page 3

2. Analysis of Newspaper/Print Advertising

Ads printed in the Press Enterprise, The Pennysaver and Los Angeles Times were reviewed to identify discriminatory terms and phrases. The process described above was used to identify problematic language.

a. Press Enterprise

The Press Enterprise is a daily newspaper. Ads for rental units were reviewed for the following dates:

- September 23
- October 6th through October 14th
- October 20th and 21st
- October 27th and 28th
- November 3rd
- November 10th and 11th
- November 25th

There was a total for 79 unique ads for rentals in Moreno Valley. Nine ads deviated somewhat from physical descriptions of the property. Five ads stated "Section 8 ok," one ad stated "no pets," one ad mentioned "cred check," and two ads said "across from Senior Citizen Center." Although the latter was not an advertisement for a senior's only complex, it could infer a preference for senior citizen tenant.

When the rental market was tight, many ads were published stating "No Section 8." As vacancies grew, the frequency of ads stating "Section 8 OK" grew. Either statement is not a violation of the California fair housing act because Section 8 is not deemed a source of income. Section 8 rental assistance does not fall within the meaning of source of income. According to the Fair Employment and Housing Act:

> "source of income" means lawful, verifiable income paid directly to a tenant or paid to a representative of a tenant. For the purposes of this section, a landlord is not considered a representative of a tenant."

Thus, Section 8 rental assistance is not considered a source of income for the tenant.

Ads were also reviewed for for-sale homes in Moreno Valley for the following dates:

- November 3rd
- November 10th
- November 11th
- November 25th

There were a total of six unique ads for homes for sale. None of the ads had questionable language.

b. The Pennysaver

Several apartment managers stated that they advertised in the Pennysaver. On November 6, 2012 six apartment ads were published in the Pennysaver. One ad mentioned that Section 8 was OK and one ad was entirely in Spanish. An ad in English for the same complex was not published on that date. Consequently, that complex may prefer a Spanish-speaking tenant and/or one of Hispanic or Latino Origin.

One ad for a unit in a duplex stated NO PETS. Two ads were placed for condos for rent one of which was published entirely in Spanish. Nine ads were place for homes for rent none of which had questionable language.

c. Los Angeles Times

Ads announcing apartments for rent in Moreno Valley are infrequently published.

3. Analysis of On-line Rental Ads

a. Apartment Search Websites

On March 2, 2013, ads published in five on-line apartments search sites were reviewed to determine if they contained any discriminatory words or phrases. The five search sites were:

- Rent.com
- Forrent.com
- Apartments.com
- Apartmentguide.com
- Apartmentfinder.com

Ads were published in one or more of the apartment search sites for 25 market rate apartment communities:

- Asante Villas
- Barcelona Village
- Baywood Villas
- Broadstone Overlook
- Broadstone Rancho Belago
- Capri Apartment Homes
- Heacock Park
- Highland Meadows
- Galleria at Towngate
- Ironwood Villas
- La Pacifica
- Lasselle Place
- Monarch Terrace
- Mountain View-Moreno Valley
- Northwoods Apartments
- Ridgeview Apartment Homes
- Sienna Pointe
- Stonegate at Towngate
- The Mediterranean at Towngate
- The Reserve at Moreno Valley
- The Villas at Towngate
- The Villas at Moreno Valley
- Tuscany Hills
- Verano Terrace
- Vista Springs

With respect to these developments:

- Three of the ads stated "no pets."
- Most ads did explain there were restrictions regarding the maximum number of pets, breed restrictions, weight limits, pet deposits, and monthly pet rent.
- The 13 apartment communities on Rent.Com stated "call for service animal policy," which indicates that they are aware of the need to accommodate service and, perhaps, companion animals.
- One complex stated on two sites Cats Only.

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- One ad stated "Deposits may fluctuate based on credit, income, and other qualifying standards."
- One ad stated "Senior Discount!"
- One ad stated LAW ENFORCEMENT DISCOUNTS ALSO AVAILABLE.
- None of the ads stated "no Section 8;" however, one stated "Section 8 welcomed."

The only ad inferring a preference is the one that stated "Senior Discount."

Persons with a disability are one of the classes protected from discrimination in housing. Apartments must allow, under certain conditions, "service animals" and "companion animals". A service animal is one trained to do work or perform tasks for the benefit of a person with a disability. A service animal can be of varying species, breed or size. It might wear specialized equipment such as a backpack, harness, special collar or leash, but this is not a legal requirement. Companion animals, also referred to as assistive or therapeutic animals, can assist individuals with disabilities in their daily living and as with service animals, help disabled persons overcome the limitations of their disabilities and the barriers in their environment. They are typically for individuals with mental disabilities and can assist the person with depression, anxiety or provide emotional support.

Under Federal and State fair housing laws, individuals with disabilities may ask their housing provider to make reasonable accommodations in the "no pets" policy to allow for their use of a companion/service animal. The housing provider may ask the disabled applicant/tenant to provide verification of the need for the animal from a qualified professional. Once that need is verified, the housing provider must generally allow the accommodation.

Some disabled persons are unaware of their fair housing rights and, as a consequence, may not consider as available to them apartments with ads that state "no pets." Therefore, an action to affirmatively further fair housing is to persuade the Riverside Press-Enterprise and on-line advertisers to publish a concise "no pets" notice that indicates rental housing owners must provide reasonable accommodations for "service animals" and "companion animals" for disabled persons.

The City and Fair Housing Council of Riverside County have transmitted a letter to the Press-Enterprise requesting that a notice be published near the for-rent ads indicating that service and companion animals are not considered pets.

b. Craigslist Ads

Craigslist states that all ads must adhere to fair housing law (Section 3604(c) of the Federal Fair Housing Act). Craigslist makes the advertiser aware that "Stating a discriminatory preference in a housing post is illegal." At the top of each ad links to file complaints and to fair housing information are provided.

On October 24, 2012 a review was made of rental ads for properties located in Moreno Valley on the message board website Craigslist. There were a total of 92 ads that were placed between October 10th and October 24th that had "Moreno Valley" in the subject line. Of the 92 ads, 20 were for large complexes, and of those, 16 were repeated. An additional 13 other ads were repeated during the same time period. Therefore, only about the half were unique ads. A summary of the questionable language is given below:

- Two ads stated "no pets," one stated pet fee and four stated pet restrictions.

- Two ads inferred a preference for families.
- Two discriminated on the basis of marital status as married couples were charged a higher fee than one person households.
- One ad inferred a preference for seniors (Discount for Seniors).
- Two ads stated Section 8 in the headline and one stated "No Section 8."

c. Internet Illegal Housing Advertising

The National Fair Housing Alliance (NFHA) completed a study in 2009 of discriminatory ads placed by housing providers on various websites. According to the NFHA study, Craigslist, the source of the overwhelming majority of housing advertising in today's market, and other Internet sites provide a convenient forum for illegal housing discrimination. Under current court decisions, these websites are not considered to be publishers and thus can neither be held liable under the Fair Housing Act nor be required to screen out illegal housing advertisements. Only the individual landlords who create and post discriminatory ads online can be held responsible.

The Communications Decency Act (CDA) is Title V of the Telecommunications Act of 1996 and was intended to protect families from online pornography and other forms of indecency. It states that operators of Internet services are not to be construed as publishers, and thus are not legally liable for the words of third parties who use their services. The CDA makes exceptions to this rule as it relates to federal criminal statutes and intellectual property law, but does not make explicit exceptions for civil rights laws like the Fair Housing Act.

Private fair housing organizations, according to the NFHA study, have brought two lawsuits against online housing advertisers for publishing discriminatory housing advertisements. In each instance, the Court accepted the website's argument that the CDA protected it from liability under the Fair Housing Act to the extent that users provided content.

In reaching these decisions, the Courts relied upon Section 230(c) of the CDA to find that operators of interactive websites are not to be construed as "publishers" of the words posted by users of their websites. This section, entitled Protection for 'Good Samaritan' Blocking and Screening of Offensive Material, "aim[s] to protect interactive computer service providers 'who take (steps to screen indecent) and offensive material for their customers.'" Ironically, in refusing to take responsibility for discriminatory advertisements, these websites have screened nothing, opting instead to facilitate widespread distribution of discriminatory ads.

The NFHA states that the most effective way to stop discrimination in online housing ads is to hold all housing advertisers and publishers to the same standard. In order to hold accountable websites advertising housing, just as newspapers are currently held accountable, the Communications Decency Act of 1996 should be amended, according to the NFHA. Specifically, Section 230(c)(1) is the section of the CDA that provides immunity to websites for third party content. 47 U.S.C. § 230(c)(1) currently reads:

> TREATMENT OF PUBLISHER OR SPEAKER- No provider or user of an interactive computer service shall be treated as the publisher or speaker of any information provided by another information content provider.

The NFHA recommends that this section of the CDA should be amended to accommodate the requirements of the Fair Housing Act. An exemption could be made specifically for Fair Housing Act claims and amend 47 U.S.C. § 230(c)(1) as follows:

> "No provider or user of an interactive computer service shall be treated as the publisher or speaker of any information provided by another information content provider, except for notices, statements, or advertisements with respect to the sale, rental, financing or insuring, or any other service of a dwelling that violate the Fair Housing Act, 42 U.S.C. § 3601 et seq."

However, it is doubtful that the CDA will be amended in the near future given the conclusions reached in the most recent court case that considered this subject. 519 F.3rdd666 (7th Cir. 2008) is a decision affirming a lower court ruling that Section 230 of the Communications Decency Act provides immunity to Internet service providers that "publish" classified ads that violate the Fair Housing Act. The conclusion of the decision by the United States Court of Appeals, Seventh Circuit – issued February 15, 2008 – states:

> Using the remarkably candid postings on craigslist, the Lawyers' Committee can identify many targets to investigate. It can dispatch testers and collect damages from any landlord or owner who engages in discrimination. It can assemble a list of names to send to the Attorney General for prosecution. But given Section 230(c)(1) it cannot sue the messenger just because the message reveals a third party's plan to engage in unlawful discrimination.

It has been suggested, however, that while internet websites such as craigslist are not legally required to review *each* ad before it is posted for problematic language, it could filter ads. For example, one study pointed out:

> Website operators could employ filtering software that searches for hot button words like "minorities," "kids," and "Christian" and automatically embargoes ads that contain those words until they can be reviewed further. Similarly, a relatively simple program could cause a "warning" message to pop up if a user attempts to submit an ad containing potentially problematic language. This would give the user the opportunity to remove the language. If the user chooses to leave the language, the ad would be filtered for individualized review. Using such techniques would relieve website operators of the burden of reviewing every single ad posted to the site. Instead, they would only have to arrange for a staff person to review the ads that are filtered. Ads that contain suspect words but which turn out to be harmless could be cleared for posting after a brief review.
>
> Rigel C. Oliveri, Associate Professor of Law, University of Missouri, *Discriminatory Housing Advertising On-Line: Lessons from Craigslist*, Indiana Law Review, Volume 43: 1125, 2010, page 1176

4. Fair Housing Notices

Newspapers often publish a fair housing notice near the beginning of the classified for rent ads. The Los Angeles Times publishes the following notice in the classified section pertaining to for-sale and for-rent ads:

> **Live Free From Discrimination**
>
> Federal and state fair housing laws make it illegal to indicate any preference, limitation, or discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, or physical or mental disability. California Dept. of Employment & Housing 800-884-1684

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In the Press-Enterprise classified section there is a fair housing notice stating:

> All real estate advertised herein is subject to the Federal Fair Housing Act, which makes it illegal to advertise any preference, limitation, or discrimination because of race, color, religion, sex, handicap, familial status, or national origin, or intention to make any such preference, limitation or discrimination. The Press-Enterprise will not knowingly accept any advertisements for real estate that is in violation of the law. All persons are hereby informed that all dwellings advertised are available on an equal opportunity basis.

The Apartment Finder print ads in the table of contents page contains the Equal Housing Opportunity logo along with the following notice:

> All real estate advertised herein is subject to the Federal Fair Housing Act which makes it illegal to advertise any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, or intention to make any such preference, limitation, or discrimination. We will not knowingly accept any advertising for real estate which is in violation of the law. All persons are hereby informed that all dwellings advertised are available on an equal opportunity basis.

Craigslist states that all ads must adhere to fair housing law (Section 3604(c) of the Federal Fair Housing Act). Craigslist makes the advertiser aware that "Stating a discriminatory preference in a housing post is illegal." At the top of each ad links to file complaints and to fair housing information are provided.

Impediments:

Ads containing discriminatory words or phrases are infrequently published. However, ads with discriminatory words or phrases may be published in the future. Additionally, ads stating "no pets" may discourage disabled persons from applying for the apartment housing advertised in print and on-line publications.

Action Plan Recommendations:

- **The City and Fair Housing Council of Riverside County, Inc. will continue to work with the Press-Enterprise to amend its fair housing notice with regard to the following:**
  - ✓ **Fair housing notice be placed closer to the for rent ads**
  - ✓ **Indicate the protected classes under the provisions of both the Federal and State laws**
  - ✓ **Explain that service and companion animals are not pets**
  - ✓ **Include the phone number of the Fair Housing Council of Riverside County, Inc.**
- **The Fair Housing Council will semi-annually review ads published in newspapers, on-line apartment search sites, and craigslist. When discriminatory words or phrases are found, the Council will notify the entities placing the ads of the need to remove those words and phrases.**

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M. HATE CRIMES

1. Background

According to HUD, the AI should analyze *housing* related hate crimes; that is; when an event takes place at a residence, home or driveway. When hate crimes occur at a home, the victims can feel unwelcome and threatened. The victims may feel that they have no choice other than to move from the dwelling and neighborhood of their choice. This was recently the case when in December 2012 when a Black family moved from Yorba Linda in Orange County to Corona in Riverside County. It is under these circumstances that hate crimes create an impediment to fair housing choice.

Hate crime means –

> "a criminal act committed, in whole or in part, because of one or more of the following actual or perceived characteristics of the victim: (1) disability, (2) gender, (3) nationality, (4) race or ethnicity, (5) religion, (6) sexual orientation, (7) association with a person or group with one or more of these actual or perceived characteristics." [Source: California Penal Code section 422.55]

According to the California Department of Justice (DOJ), *hate crimes are not separate distinct crimes but rather traditional offenses motivated by the offender's bias.* A bias is –

> A preformed negative opinion or attitude toward a group of persons based on their race, ethnicity, national origin, religion, gender, sexual orientation and/or physical/mental disability.

Police and Sheriff Department's report hate crime events to the DOJ which are -

> An occurrence when a hate crime is involved.

In the DOJ report, the information about the event is a crime report or source document that meets the criteria for a hate crime. There may be one or more suspects involved, one or more victims targeted, and one or more offenses involved for each event.

A hate crime victim –

> May be an individual, a business or financial institution, a religious organization, government, or other. For example, if a church or synagogue is vandalized and/or desecrated, the victim would be a religious organization.

2. Hate Crime Data

The DOJ annual statistical report *Hate Crime in California* was reviewed for the 12-year period from 2000 through 2011. During this 12-year, 56 hate crime events were reported by the Moreno Valley Police Department to the DOJ, an average of about four to five per year. Statewide during the 12-year period the most frequent bias motivations were:

- Anti-Black about 33%
- Anti-Gay about 12%
- Anti-Jewish about 11%

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- Anti-Hispanic about 9%

The *Hate Crime in California* reports do not provide estimates of the number of events that occur at a residence by jurisdiction. Statewide, the locations of about 30% of the hate crime events occur at a residence/home/driveway.

Given the above data, it is estimated that on average about four to five hate crimes will occur annually in Moreno Valley and that maybe one or two will be happen at a residence/home/driveway.

The International Association of Chiefs of Police has offered the following insights:

> Hate crimes differ from other crimes in their effect on victims and community stability because –
>
> - Hate crimes are often especially brutal or injurious
> - Victim(s) usually feel traumatized and terrified
> - Families of victims often feel frustrated and powerless
> - Others in the community who share the victim's characteristics may feel victimized and vulnerable
> - Hate incidents can escalate and prompt retaliatory action
> - Hate crimes and hate incidents create community unrest

The City's Police Department is the department most closely connected to hate crimes. The International Association of Chiefs of Police has explained that –

> Police officers and investigators have important roles to play in responding to hate incidents and hate crimes. By doing the job efficiently and carefully, police can reinforce the message that hate crimes will be investigated aggressively, thus enhancing the likelihood of a successful prosecution.

The Association has recommended that after taking immediate action, police officers should –

> Refer the victim to support services in the community and provide written resource lists when possible.
>
> Source: International Association of Chiefs of Police, Responding to Hate Crimes: A Police Officer's Guide to Investigation and Prevention, 2013, 9 pages

Hate crimes occur infrequently. When they do occur they can devastate families who believe they must move from the home and neighborhood of their choice. During the five-year period of the AI (2013-2018), about 20 to 25 hate crime events may occur with a home being the location of six to seven. There is a need for a resource directory so victims can be referred to community resources.

Action Plan Recommendations:

- **The City should prepare a Hate Crime Victims Resource Directory.**
- **When that Directory is deemed to be complete it should be transmitted it to the Police Department to use as a referral resource**

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ATTACHMENT A

DETAILED HOME MORTGAGE DISCLOSURE ACT TABLES

MV00196009

Table 1
City of Moreno Valley
Number of Loans and Percent Denied by Type of Loan-2011

Type of Loan	Number of Applications	Number of Applications Denied	Percent Denied
Conventional	481	99	20.6%
FHA/VA	1,718	283	16.5%
Total	2,199	382	17.4%

Source: Federal Financial Institutions Examination Council (FFIEC), Home Mortgage Disclosure Act (HMDA), Loan Application Register System (LARS) 2011.

Table 2
Denial Rates by Type of Loan
City of Moreno Valley and Riverside County-2011

Type of Loan	Moreno Valley	County of Riverside
Conventional	20.6%	17.3%
FHA/VA	16.5%	15.8%
Total	17.4%	16.3%

Source: Federal Financial Institutions Examination Council (FFIEC), Home Mortgage Disclosure Act (HMDA), Loan Application Register System (LARS) 2011.

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Table 3
City of Moreno Valley
Number of Conventional Loans and Percent Denied
by Race/Ethnicity: 2009-2011

Race/Ethnicity	2009	2010	2011	Total
White				
Percent Denied	12.7%	19.5%	17.5%	16.6%
Number of Applications	157	164	126	447
Hispanic				
Percent Denied	26.3%	25.5%	20.2%	24.6%
Number of Applications	430	208	198	836
Black				
Percent Denied	11.9%	25.0%	31.1%	22.5%
Number of Applications	42	24	45	111
Asian				
Percent Denied	17.7%	25.7%	18.2%	20.6%
Number of Applications	147	109	55	311
Other/Not Available				
Percent Denied	23.0%%	23.4%	22.8%	22.8%
Number of Applications	80	47	57	184
Percent Denied	21.3%	23.6%	20.6%	21.8%
Total Applications	856	552	481	1,889

Source: Federal Financial Institutions Examination Council (FFIEC), Home Mortgage Disclosure Act (HMDA), Loan Application Register System (LARS) 2009, 2010 AND 2011.

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Table 4
City of Moreno Valley
Number of FHA/VA Loans and Percent Denied
by Race/Ethnicity: 2009-2011

Race/Ethnicity	2009	2010	2011	Total
White				
Percent Denied	12.0%	16.2%	13.9%	13.8%
Number of Applications	652	469	345	1,466
Hispanic				
Percent Denied	19.0%	19.5%	16.3%	18.4%
Number of Applications	1,687	1,217	984	3,888
Black				
Percent Denied	23.1%	16.9%	20.3%	20.2%
Number of Applications	247	231	187	665
Asian				
Percent Denied	13.8%%	13.0%	24.0%	15.6%
Number of Applications	116	77	50	243
Other/Not Available				
Percent Denied	17.2%	16.0%	16.4%	16.6%
Number of Applications	221	150	152	523
Percent Denied	17.4%	18.0%	16.5%	17.3%
Total Applications	2,964	2,144	1,718	6,826

Source: Federal Financial Institutions Examination Council (FFIEC), Home Mortgage Disclosure Act (HMDA), Loan Application Register System (LARS) 2009, 2010 and 2011.

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Table 5
City of Moreno Valley
***Conventional* Loans: Loan Denial Rates for Owner-Occupant Home Purchases by Race, Ethnicity and Income – 2011**

	Race/Ethnicity											
	White Alone		Hispanic or Latino		Asian		Black		Other and Not Available		Total	
Annual Income	Total Loans	Percent Denied	Total Loans	Percent Denied	Total Loans	Percent Denied	Total Loans	Percent Denied	Total Loans	Percent Denied	Total Loans	Percent Denied
<$25,000	7	28.6%	25	28.0%	5	40.0%	2	50.0%	8	37.5%	47	31.9%
$25,000-$49,999	52	23.1%	109	20.2%	25	12.0%	18	22.2%	19	15.8%	223	19.7%
$50,000-$74,999	34	2.9%	41	14.6%	14	14.3%	14	28.6%	17	17.6%	120	13.3%
$75,000-$99,900	18	22.2%	13	23.1%	4	0.0%	5	60.0%	8	12.5%	48	22.9%
$100,000-$124,999	8	12.5%	4	25.0%	2	50.0%	4	50.0%	2	100.0%	20	35.0%
$125,000-$149,999	4	0.0%	6	16.7%	1	0.0%	1	0.0%	0	0.0%	12	8.3%
$150,000-$174,999	2	100.0%	0	0.0%	1	0.0%	1	0.0%	0	0.0%	4	50.0%
$175,000-$199,999	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
$200,000 plus	0	0.0%	0	0.0%	0	0.0%	0	0.0%	1	0.0%	1	0.0%
Income Not Available	1	0.0%	0	0.0%	3	66.7%	0	0.0%	2	50.0%	6	50.0%
Total	126	17.5%	198	20.2%	55	18.2%	45	31.1%	57	22.8%	481	20.6%

Source: Federal Financial Institutions Examination Council (FFIEC), Home Mortgage Disclosure Act (HMDA), Loan Application Register System (LARS) 2011.

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Table 6
City of Moreno Valley
***FHA and VA* Loans: Loan Denial Rates for Owner-Occupant Home Purchases by Race, Ethnicity and Income –2011**

	Race/Ethnicity											
	White Alone		Hispanic or Latino		Asian		Black		Other/Not Available		Total	
Annual Income	Total Loans	Percent Denied	Total Loans	Percent Denied	Total Loans	Percent Denied	Total Loans	Percent Denied	Total Loans	Percent Denied	Total Loans	Percent Denied
<$25,000	15	20.0%	90	24.4%	1	100.0%	3	66.7%	4	0.0%	113	24.8%
$25,000-$49,999	143	14.7%	557	15.1%	18	22.2%	77	15.6%	67	17.9%	862	15.4%
$50,000-$74,999	111	10.8%	237	14.8%	13	38.5%	70	21.4%	40	12.5%	471	15.3%
$75,000-$99,900	45	8.9%	63	12.7%	6	0.0%	23	21.7%	25	24.0%	162	14.2%
$100,000-$124,999	18	16.7%	20	40.0%	8	12.5%	11	27.3%	7	0.0%	64	23.4%
$125,000-$149,999	4	50.0%	8	12.5%	2	50.0%	3	33.3%	4	0.0%	21	23.8%
$150,000-$174,999	2	0.0%	2	50.0%	0	0.0%	0	0.0%	2	50.0%	6	33.3%
$175,000-$199,999	3	33.3%	4	0.0%	0	0.0%	0	0.0%	1	0.0%	8	12.5%
$200,000 plus	0	0.0%	0	0.0%	1	0.0%	0	0.0%	1	0.0%	2	0.0%
Income Not Available	4	50.0%	3	33.3%	1	0.0%	0	0.0%	1	100.0%	9	44.4%
Total	345	13.9%	984	16.3%	50	24.0%	187	20.3%	152	16.4%	1,718	16.5%

Source: Federal Financial Institutions Examination Council (FFIEC), Home Mortgage Disclosure Act (HMDA), Loan Application Register System (LARS) 2011.

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Table 7
City of Moreno Valley
Loan Denial Rates by Rank Order of Census Tract
Percent Low Income-2011

Census Tract	Percent Low Income	Total Loan Applications	Total Denied	Percent Denied
425.15	80.5%	19	6	31.6%
425.05	75.1%	12	3	25.0%
425.04	69.9%	11	4	36.4%
425.19	67.7%	8	1	12.5%
424.05	60.3%	18	4	22.2%
425.14	58.9%	21	3	14.3%
425.09	58.3%	38	7	18.4%
425.20	58.3%	39	10	25.6%
425.16	58.1%	25	2	8.0%
425.12	54.9%	19	2	10.5%
425.08	52.1%	43	4	9.3%
425.21	49.6%	49	11	22.5%
425.11	47.1%	39	7	18.0%
424.04	45.1%	28	4	14.3%
425.10	43.8%	41	5	12.2%
424.06	40.8%	47	6	12.8%
425.23	38.8%	19	1	5.3%
426.05	37.1%	599	99	16.5%
425.06	36.5%	64	21	32.8%
424.07	36.4%	39	6	15.4%
425.17	35.3%	39	4	10.3%
426.06	34.8%	153	26	17.0%
425.07	33.8%	58	10	17.2%
425.13	31.2%	35	6	17.1%
424.09	30.9%	49	11	22.5%
425.22	30.4%	75	12	16.0%
422.12	29.3%	65	7	10.8%
425.18	26.6%	24	8	33.3%
424.08	26.1%	33	6	18.2%
424.02	22.3%	50	8	16.0%
426.04	21.5%	142	26	18.3%
424.03	20.5%	56	8	14.3%
422.14	17.6%	56	11	19.6%
424.10	16.9%	54	4	7.4%
424.11	16.1%	22	2	9.1%
424.12	13.8%	93	26	28.0%
424.01	10.1%	17	1	5.9%
Total	39.3%	2,199	382	17.4%

Source: Federal Financial Institutions Examination Council (FFIEC), Home Mortgage Disclosure Act (HMDA), Loan Application Register System (LARS) 2009, 2010 and 2011. Percent low income is based on HUD data that was prepared using the 2000 Census.

Table 8
City of Moreno Valley
Loan Denial Rates by Census Tract, Percent Minority Population (Rank Ordered)-2011

Census Tract	Percent Minority	Total Loan Applications	Total Denied	Percent Denied
425.15	84.9%	19	6	31.6%
425.06	83.4%	64	21	32.8%
425.04	82.8%	11	4	36.4%
425.08	81.0%	43	4	9.3%
425.16	79.5%	25	2	8.0%
425.12	79.3%	19	2	10.5%
425.05	78.8%	12	3	25.0%
425.10	76.3%	41	5	12.2%
425.11	75.3%	39	7	18.0%
424.05	74.4%	18	4	22.2%
425.20	74.0%	39	10	25.6%
425.07	73.5%	58	10	17.2%
425.21	72.8%	49	11	22.5%
425.19	72.1%	8	1	12.5%
425.14	72.0%	21	3	14.3%
426.05	71.9%	599	99	16.5%
425.23	70.1%	19	1	5.3%
425.09	69.2%	38	7	18.4%
425.13	68.1%	35	6	17.1%
425.17	68.1%	39	4	10.3%
425.18	66.7%	24	8	33.3%
425.22	66.2%	75	12	16.0%
424.04	65.9%	28	4	14.3%
424.06	65.7%	47	6	12.8%
426.06	64.6%	153	26	17.0%
424.09	63.2%	49	11	22.5%
424.10	62.8%	54	4	7.4%
422.12	58.1%	65	7	10.8%
424.03	57.8%	56	8	14.3%
424.08	55.4%	33	6	18.2%
422.14	54.8%	56	11	19.6%
424.07	54.7%	39	6	15.4%
424.02	53.8%	50	8	16.0%
424.11	52.7%	22	2	9.1%
424.12	45.1%	93	26	28.0%
426.04	41.7%	142	26	18.3%
424.01	41.2%	17	1	5.9%
Total	67.8%	2,199	382	17.4%

Note: Census tract numbers and boundaries are per 2000 Census. HMDA data will be reported by 2010 Census numbers and boundaries starting in calendar year 2012. Percent minority is based on 2010 Census Summary File 1, Table P7 Hispanic or Latino and Not Hispanic or Latino by Race. Source: Federal Financial Institutions Examination Council (FFIEC), Home Mortgage Disclosure Act (HMDA), Loan Application Register System (LARS) 2011.

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Table 9
City of Moreno Valley
Major Lender Activity-2011

Major Lender	Number of Loan Applications	Percent of All Loan Applications	Denial Rate (%)
Wells Fargo	201	9.1%	15.4%
Bank of America	188	8.6%	30.9%
Provident Saving Bank	151	6.9%	6.6%
Wholesale Capital Corp.	150	6.8%	2.7%
First Mortgage Corp.	108	4.9%	3.7%
Mountain West Financial, Inc.	100	4.6%	7.0%
Total	898	40.9%	12.7%

Source: Federal Financial Institutions Examination Council (FFIEC), Home Mortgage Disclosure Act (HMDA), Loan Application Register System (LARS) 2011.

Table 10
City of Moreno Valley
Major Lender Activity by Census Tract

	Wells Fargo		Bank of America		Provident Saving Bank		Wholesale Capital Corp.		First Mortgage Corp		Mountain West Financial		Total Major Lenders	
Census Tract	Total Apps.	% Denied	Total Apps.	% Denied	Total Apps.	% Denied	Total Apps.	% Denied	Total Apps.	% Denied	Total Apps.	% Denied	Total Apps.	% Denied
422.12	10	20.0%	4	25.0%	7	0.0%	2	0.0%	0	0.0%	5	0.0%	28	10.7%
422.14	4	0.0%	7	28.6%	4	0.0%	6	0.0%	1	100.0%	1	0.0%	23	13.0%
424.01	3	0.0%	1	0.0%	2	50.0%	1	0.0%	0	0.0%	2	0.0%	9	11.1%
424.02	1	0.0%	3	33.3%	2	0.0%	4	0.0%	5	0.0%	2	0.0%	17	5.9%
424.03	6	0.0%	10	30.0%	1	0.0%	3	0.0%	8	12.5%	0	0.0%	28	14.3%
424.04	4	0.0%	1	100.0%	2	0.0%	2	0.0%	5	0.0%	3	0.0%	17	5.9%
424.05	3	33.3%	3	33.3%	1	0.0%	0	0.0%	2	0.0%	0	0.0%	9	22.2%
424.06	3	0.0%	5	40.0%	5	0.0%	3	0.0%	3	0.0%	0	0.0%	19	10.5%
424.07	3	0.0%	3	0.0%	3	0.0%	1	0.0%	5	20.0%	2	0.0%	17	5.9%
424.08	2	0.0%	5	40.0%	5	0.0%	5	0.0%	0	0.0%	0	0.0%	17	11.8%
424.09	6	0.0%	4	25.0%	5	0.0%	1	0.0%	1	0.0%	0	0.0%	17	5.9%
424.10	6	0.0%	8	12.5%	7	0.0%	3	0.0%	1	0.0%	0	0.0%	25	4.0%
424.11	2	0.0%	2	50.0%	2	0.0%	3	33.3%	0	0.0%	0	0.0%	9	22.2%
424.12	8	25.0%	25	44.0%	5	0.0%	4	0.0%	0	0.0%	0	0.0%	42	31.0%
425.04	3	0.0%	1	100.0%	0	0.0%	1	0.0%	1	0.0%	0	0.0%	6	16.7%
425.05	2	50.0%	0	0.0%	3	0.0%	2	0.0%	0	0.0%	0	0.0%	7	14.3%
425.06	6	33.3%	4	50.0%	5	0.0%	7	0.0%	1	0.0%	3	0.0%	26	15.4%
425.07	1	0.0%	5	20.0%	2	0.0%	5	0.0%	6	16.7%	1	0.0%	20	10.0%
425.08	5	0.0%	2	0.0%	1	0.0%	3	0.0%	4	0.0%	4	0.0%	19	0.0%
425.09	3	0.0%	5	40.0%	3	0.0%	2	0.0%	1	0.0%	3	0.0%	17	11.8%
425.10	3	0.0%	4	25.0%	0	0.0%	1	0.0%	0	0.0%	1	0.0%	9	11.1%
425.11	3	0.0%	4	100.0%	1	100.0%	5	0.0%	2	0.0%	0	0.0%	15	33.3%
425.12	0	0.0%	0	0.0%	2	0.0%	3	0.0%	3	0.0%	3	0.0%	11	0.0%
425.13	2	0.0%	1	100.0%	4	25.0%	4	0.0%	3	0.0%	1	100.0%	15	20.0%
425.14	3	66.7%	1	0.0%	1	0.0%	3	0.0%	0	0.0%	0	0.0%	8	25.0%
425.15	1	100.0%	1	0.0%	1	0.0%	1	0.0%	0	0.0%	1	0.0%	5	20.0%

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Table 10- continued
City of Moreno Valley
Major Lender Activity by Census Tract

	Wells Fargo		Bank of America		Provident Saving Bank		Wholesale Capital Corp.		First Mortgage Corp		Mountain West Financial		Total Major Lenders	
Census Tract	Total Apps.	% Denied	Total Apps.	% Denied	Total Apps.	% Denied	Total Apps.	% Denied	Total Apps.	% Denied	Total Apps.	% Denied	Total Apps.	% Denied
425.16	1	0.0%	3	33.3%	2	0.0%	0	0.0%	4	0.0%	3	0.0%	13	7.7%
425.17	0	0.0%	3	33.3%	3	33.3%	4	0.0%	2	0.0%	5	20.0%	17	17.6%
425.18	1	100.0%	0	0.0%	1	0.0%	0	0.0%	0	0.0%	3	0.0%	5	20.0%
425.19	1	0.0%	2	50.0%	1	0.0%	0	0.0%	0	0.0%	2	0.0%	6	16.7%
425.20	4	25.0%	2	0.0%	2	0.0%	1	0.0%	3	0.0%	4	25.0%	16	12.5%
425.21	4	25.0%	1	0.0%	3	0.0%	4	0.0%	0	0.0%	2	0.0%	14	7.1%
425.22	9	11.1%	3	33.3%	5	20.0%	3	0.0%	5	0.0%	6	0.0%	31	9.7%
425.23	2	0.0%	0	0.0%	2	0.0%	0	0.0%	2	0.0%	0	0.0%	6	0.0%
426.04	13	0.0%	6	16.7%	9	11.1%	18	11.1%	5	0.0%	8	0.0%	59	6.8%
426.05	63	22.2%	45	24.4%	40	10.0%	44	2.3%	25	0.0%	30	13.3%	247	13.8%
426.06	10	20.0%	14	21.4%	9	0.0%	1	0.0%	10	0.0%	5	0.0%	49	10.2%
Total	201	15.4%	188	30.9%	151	6.6%	150	2.7%	108	3.7%	100	7.0%	898	12.7%

Source: Federal Financial Institutions Examination Council (FFIEC), Home Mortgage Disclosure Act (HMDA), Loan Application Register System (LARS) 2011.

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Table 11
City of Moreno Valley
Reasons for Conventional Loan Denials: 2009-2011

Reasons for Loan Denials	2009 Number of Denials[1]	Percent	2010 Number of Denials[1]	Percent	2011 Number of Denials[1]	Percent	Total Denials 2009-2011	Percent
Debt-to-Income Ratio	41	22.5%	26	20.0%	21	21.2%	88	21.4%
Employment History	4	2.2%	1	0.8%	2	2.0%	7	1.7%
Credit History	16	8.8%	13	10.0%	7	7.1%	36	8.8%
Collateral	25	13.7%	21	16.2%	12	12.1%	58	14.1%
Insufficient Cash[2]	6	3.3%	3	2.3%	2	2.0%	11	2.7%
Unverifiable Information	17	9.3%	12	9.2%	10	10.1%	39	9.5%
Credit Application Incomplete	5	2.7%	12	9.2%	10	10.1%	27	6.6%
Mortgage Insurance Denied	3	1.6%	0	0.0%	1	1.0%	4	1.0%
Other[3]	65	35.7%	42	32.3%	34	34.3%	141	34.3%
Total	182	100.0%	130	100.0%	99	100.0%	411	100.0%

[1]A loan can be denied for multiple reasons. However, most loans are denied for one reason alone.
[2]Downpayment, closing costs
[3]Includes denials where the LARs data did not provide a reason

Source: Federal Financial Institutions Examination Council (FFIEC), Home Mortgage Disclosure Act (HMDA), Loan Application Register System (LARS) 2009, 2010 and 2011.

Table 12
City of Moreno Valley
Reasons for FHA/VA Loan Denials by: 2009-2011

Reasons for Loan Denials	2009 Number of Denials[1]	Percent	2010 Number of Denials[1]	Percent	2011 Number of Denials[1]	Percent	Total Denials 2009-2011	Percent
Debt-to-Income Ratio	138	27.1%	80	20.7%	42	26.3%	260	24.6%
Employment History	17	3.3%	9	2.3%	7	4.4%	33	3.1%
Credit History	76	14.9%	65	16.8%	19	11.9%	160	15.2%
Collateral	50	9.8%	64	16.6%	9	5.6%	123	11.7%
Insufficient Cash[2]	25	4.9%	9	2.3%	5	3.1%	39	3.7%
Unverifiable Information	34	6.7%	17	4.4%	10	6.3%	61	5.8%
Credit Application Incomplete	19	3.7%	19	4.9%	12	7.5%	50	4.7%
Mortgage Insurance Denied	1	0.2%	0	0.0%	0	0.0%	1	0.1%
Other[3]	149	29.3%	123	31.9%	56	35.0%	328	31.1%
Total	509	100.0%	386	100.0%	160	100.0%	1055	100.0%

[1]A loan can be denied for multiple reasons. However, most loans are denied for one reason alone.
[2]Downpayment, closing costs
[3]Includes denials where the LARs data did not provide a reason

Source: Federal Financial Institutions Examination Council (FFIEC), Home Mortgage Disclosure Act (HMDA), Loan Application Register System (LARS) 2009, 2010 and 2011.

Appendix D

APPENDIX D - LOCATION OF AFFORDABLE HOUSING

A. BACKGROUND D-1

B. LOCATION OF MORENO VALLEY'S AFFORDABLE HOUSING D-2

1. Rent Restricted Apartment Units D-2

2. Section 8 Rental Housing (Vouchers) D-4

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D-1 City of Moreno Valley Location of Affordable Apartment Communities by Census Tract, Percent Low Income and Percent Minority D-3

D-2 City of Moreno Valley Census Tracts with More than One Affordable Rental Development D-4

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A. BACKGROUND

A lack of affordable housing in and of itself, HUD has pointed out, is not an impediment to fair housing choice, unless it creates an impediment to housing choice *because* of membership in a protected class. However, recent court cases and recent events have demonstrated that the location of affordable housing is regarded as a means of Affirmatively Furthering Fair Housing (AFFH). As a result of a court settlement, Westchester County (New York) must adopt a policy statement providing that "the location of affordable housing is central to fulfilling the commitment to AFFH because it determines whether such housing will reduce or perpetuate residential segregation." (*United States of America ex rel. Anti-Discrimination Center of Metro New York, Inc. v. County of Westchester, New York*)

In order to meet the requirements of the settlement agreement, Westchester County must develop an implementation plan that includes, but is not limited, to:

- A model ordinance that the County will promote to municipalities to advance fair housing that shall include:
  - ✓ A model inclusionary housing ordinance that requires new development projects to include a certain percentage of affordable units, including criteria and standards for the affordable housing units and definitions of who is eligible for affordable housing;
  - ✓ Standards for affirmative marketing of new housing developments to ensure outreach to racially and ethnically diverse households;
  - ✓ Standards for expedited review of proposals for affordable housing that AFFH including procedures for streamlining the approval process for the design, permitting, and development of these units; and
  - ✓ Standards for legal mechanisms to ensure the continued affordability of new affordable units.

Housing developed pursuant to the plan:

- Must be located predominantly in municipalities where the African American and Hispanic population comprise less than 3% and 7% of the population, respectively.
- *Not* be developed in any census block which has an African American population of more than 10% and a total population of 20 or more.
- *Not* be developed in any census block which has a Hispanic population of more than 10% and total population of 20 or more.

The Westchester County settlement agreement demonstrates that *a means to AFFH is by the development of affordable housing* <u>*outside*</u> *of areas with concentrations of minority populations.*

Another example is the State of North Carolina which added "affordable housing" to the group of protected classes. The State passed an act providing that it is a violation of the State's fair housing act to discriminate in land use decisions or the permitting of development based on the fact that a development contains affordable housing units. The Act states:

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> It is an unlawful discriminatory housing practice to discriminate in land-use decisions or in the permitting of development based on race, color, religion, sex, national origin, handicapping condition, familial status, or, except as otherwise provided by law, the fact that a development or proposed development contains affordable housing units for families or individuals with incomes below eighty percent (80%) of area median income. *It is not a violation* of this Chapter if land-use decisions or permitting of development is based on considerations of *limiting high concentrations of affordable housing.* [Emphasis added]

In 2010, Florida's Affordable Housing Study Commission adopted a proposal made by 1000 Friends of Florida to amend the Florida Fair Housing Act by extending protection to affordable housing developments. Florida Statute 760.26 reads:

> It is unlawful to discriminate in land use decisions or in the permitting of development based on race, color, national origin, sex, disability, familial status, religion, or, except as otherwise provided by law, the source of financing of a development or proposed development.

The decision to not specifically use the term "affordable housing" in statutory language has not diminished the intended application of Fair Housing Act protection, according to its advocates. Since enactment, county and city attorneys have regularly advised their commissions that affordable housing developments cannot be treated differently from market-rate developments in land use or permitting decisions.

In California, Government Code Section 65008 expressly prohibits localities from discriminating against residential development or emergency shelters if the intended occupants are low-income or if the development is subsidized (i.e., the method of financing).

B. LOCATION OF MORENO VALLEY'S AFFORDABLE HOUSING

The development of Moreno Valley's rent restricted affordable rental housing has happened incrementally. The first development was built in 1970 and the most recent one was constructed in 2009. As these developments took place, location guidelines, for the most part, were not established by local, State or Federal authorities.

The City conducted an analysis of the location of rent restricted affordable housing units in relation to census tract percentages of minority populations and low/moderate income populations. The analysis demonstrates that the location of affordable housing has not been concentrated in low income neighborhoods.

1. Rent Restricted Apartment Units

There are 21 rent-restricted affordable apartment communities located in Moreno Valley. The complexes range in size from four to 225 housing units. However, in the latter complex, only 45 of the 225 housing units are rent restricted. Only two apartment communities – Perris Isle and Cottonwood Place – contain more than 100 affordable housing units. Five apartment complexes range in size from 70 to 79 housing units.

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Table D-1 shows the census tract location of each development as well as the percentage of low income families and the minority percentage of each census tract. The low income percentage ranges from a low of 36.5% (Census Tract 425.06) to a high of 80.5% (Census Tract 425.15). Because only 92 affordable housing units are located in Census Tract 425.15, they do not contribute significantly to the tract's low income percentage.

Table D-1
City of Moreno Valley
Location of Affordable Apartment Communities
By Census Tract, Percent Low Income and Percent Minority

Map	2000 Census Tract	% Low Income	Percent Minority	Apartment Community	Number of Units	Affordable Units	Year Built
I	424.04	45.1%	83.1%	Casitas del Valle	40	39	2006
E	425.06	36.5%	86.0%	Amber Ridge	225	45	1973
K	425.15	80.5%	90.7%	Eucalyptus Towers	70	69	N/A
M	425.15	80.5%	90.7%	Postal Avenue	8	8	1970
R	425.15	80.5%	90.7%	Walker Terrace	48	15	1975
J	425.16	58.1%	89.5%	Cottonwood Place	169	168	1996
F	425.20	58.3%	87.7%	Atwood Street	5	5	1966
L	425.20	58.3%	87.7%	Perris Isle	189	148	2006
Q	425.20	58.3%	87.7%	Telacu Villa	75	74	Late 80's
A	425.21	49.6%	87.1%	Ability First	25	24	1996
B	467.00	66.3%[1]	76.0%	Adrienne III	8	8	N/A
C	467.00	66.3%[1]	76.0%	Adrienne IV	8	8	1975
D	467.00	66.3%[1]	76.0%	Allies	8	8	N/A
G	467.00	66.3%[1]	76.0%	Bay Avenue	4	4	N/A
H	467.00	66.3%[1]	76.0%	Bay Family	61	29	2005
N	489.02	75.1%[2]	85.9%	Sheila I	8	8	1985
O	489.02	75.1%[2]	85.9%	Sheila II	8	8	N/A
P	489.02	75.1%[2]	85.9%	Shelia Street	4	4	1975
S	489.02	75.1%[2]	85.9%	Rancho Dorado II	79	78	2009
T	489.02	75.1%[2]	85.9%	Rancho Dorado South	79	78	PR
U	424.04	45.1%	83.1%	Hemlock Family Apts	78	77	PR
Total					1,199	905	

Note: PR refers to a California Tax Credit Allocation Committee Preliminary Reservation

[1]2000 Census Tract 425.04 was renumbered to Census Tract 467.00, Percent low income based on 2000 data for Census Tract 425.04.

[2]2000 Census Tract 426.05 was divided into 2010 Census Tracts 483.00, 488.00, 487.00, 489.01, 489.02, 490.00 and 511.00. Percent low income based on 2000 data for Census Tract 426.05.

Source: Percent low income based on Census 2000 data obtained from HUD; will be updated in summer 2014
Percent minority from American FactFinder, Census 2010 Summary File 1, Table P9 Hispanic or Latino and Not Hispanic or Latino by Race
Year built obtained from assessor data, multiple listing service data, telephone interviews, and tax credit history for Perris Isle and Bay Family

Table construction by Castañeda & Associates

Census Tract 489.02 has a low income percentage of 75.1%. Because only 176 affordable housing units are located in Census Tract 489.02, they do not contribute significantly to the tract's low income percentage.

Table D-2 shows the census tracts having more than one affordable rental development. One-fourth (227/905) of all rent restricted, affordable rental housing units are located in census tract 425.20. And these housing units comprise 16.3% of all the housing units located in Census Tract 425.20. Information is unavailable on the amount of vacant multi-family zoned land located in Census Tract 425.20. Consequently, the potential for additional multi-family and/or affordable housing development in that census tract is unknown.

Table D-2
City of Moreno Valley
Census Tracts with More than One Affordable Rental Development

Census Tract	Number of Developments	Number of Affordable Units	Percent of All Affordable Units	Total Units in Census Tract	Affordable Units as % of All Census Tract Housing Units
425.15	3	92	10.2%	1,128	8.2%
425.20	3	227	25.1%	1,392	16.3%
467.00	5	57	6.3%	1,648	3.5%
489.02	5	176	19.4%	1,560	11.3%

Note: Percent of all affordable housing units is census tract number of affordable units (92) divided by 905.
Source: Table D-1
U.S. Census Bureau, Table QT-H1, General Housing Characteristics: 2010 Census Summary File 1
Table construction by Castañeda & Associates

The census tract minority population percentages range from a low of 76.0% to a high of 90.7%. In the event additional affordable rental housing is constructed, it is unavoidable for it to be located in census tracts having a majority of the population belonging to a minority group.

2. Section 8 Rental Housing (Vouchers)

Altogether there are about 1,500 Moreno Valley families obtaining rental assistance through Section 8 Housing Choice Vouchers. According to the Housing Authority of Riverside County:

> The subsidies provided by the rental voucher program are considered tenant-based subsidies because when an assisted family moves out of a unit leased under the program, the assistance contract with the owner terminates and the family may move to another unit with continued rental assistance (24 CFR Section 982.1). HUD enters into annual contributions contracts (ACCs) with PHAs (public housing agencies) under which HUD provides funds to the PHAs to administer the programs locally. The PHAs enter into HAP contracts with private owners who lease their units to assisted families (24 CFR Section 982.151). In the tenant-based Section 8 programs, the PHA verifies a family's eligibility (including income eligibility) and then issues the family a voucher.

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Thus, Section 8 assisted households/housing units are not situated in permanent locations Families receiving Section 8 assistance may move to another apartment unit (where the landlord accepts Section 8) located in Moreno Valley or move to another City. Usually, the initial lease term must be for at least one year.

Table D-3 shows the number of Section 8 Vouchers by zip code location, information that was transmitted to the City by the Housing Authority.

Table D-3
City of Moreno Valley
Distribution of Section 8 Housing Choice Vouchers by Zip Code

Zip Code	Number of Section 8 Vouchers	Percent
92551	235	15.6%
92553	703	46.8%
92555	105	7.0%
92557	459	30.6%
Total	1,502	100.0%

Note: Total excludes one voucher in zip code 92552
Source: Housing Authority of the County of Riverside, January 12, 2013
Table construction by Castañeda & Associates

The list below compares the zip code percentage distributions of Section 8 vouchers and the total population of all four zip codes:

Zip Code	Section 8 Percentage	Total Population Percentage
92551	15.6%	15.9%
92553	46.8%	38.0%
92555	7.0%	20.1%
92557	30.6%	26.0%
	100.0%	100.0%

Based on the above, the following conclusions can be made:

- Zip Code 92551 percentage of Section 8 vouchers is about the same as its percentage of the total population (30,815/193,933).
- Zip Code 92553 has a high percentage of Section 8 vouchers compared to its percentage of the total population.
- Zip Code 92555 has a much lower percentage of Section 8 vouchers than it does of the total population.
- And, finally, Zip Code 92557 has a much higher percentage of Section 8 vouchers than it does of the total population.

Thus, the distribution of Section 8 vouchers is not in proportion to the share of the total population residing in each zip code.

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Table D-4 shows the zip code population by race and ethnicity. Each zip code has a minority population percentage higher than 75%. For example, the minority population percentage of Zip Code 92553 is 86.5%. In contrast, the minority population percentage is 76.7%.

The map of the locations of the developments is on page 8. Although in a few areas, there are multiple developments, most are small and contain only four or eight rental units.

Impediment:

The location of rent restricted affordable housing is not an impediment to fair housing choice. While most affordable housing developments are located in low and moderate income neighborhoods, they have not contributed significantly to the low income percentages of the neighborhoods in which they are is located. Moreover, there is not a concentration of rent restricted affordable housing developments in any one neighborhood.

Action Plan Recommendation:

The affordable housing location analysis will be used to evaluate the sites of new rent restricted development proposals.

The location of Section 8 vouchers will be monitored to determine if such housing is becoming overly concentrated. If over concentration becomes a concern in the future the City will work with the Housing Authority to take appropriate corrective actions.

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Table D-4
City of Moreno Valley
Population by Race and Ethnicity by Zip Code

Race and Ethnicity	92551	Percent	92553	Percent	92555	Percent	92557	Percent	Total	Percent
White	4,029	13.1%	9,950	13.5%	9,113	23.3%	13,730	27.3%	36,822	19.0%
Black of African American	5,721	18.6%	11,334	15.4%	7,582	19.4%	8,566	17.0%	33,203	17.1%
American Indian and Alaska Native	79	0.3%	195	0.3%	121	0.3%	184	0.4%	579	0.3%
Asian	1,711	5.6%	3,438	4.7%	3,733	9.6%	2,552	5.1%	11,434	5.9%
Native Hawaiian/Other Pacific Islander	154	0.5%	454	0.6%	174	0.4%	214	0.4%	996	0.5%
Some Other Race Alone	67	0.2%	131	0.2%	114	0.3%	76	0.2%	388	0.2%
Two or More Races	733	2.4%	1,631	2.2%	1,191	3.0%	1,509	3.0%	5,064	2.6%
Hispanic or Latino	18,321	59.5%	46,589	63.2%	17,048	43.6%	23,489	46.7%	105,447	54.4%
Total	30,815	100.0%	73,722	100.0%	39,076	100.0%	50,320	100.0%	193,933	100.0%
Percent	15.9%		38.0%		20.1%		26.0%		100.0%	

Source: DP-1, 2010 Demographic Profile Data: Profile of General Population and Housing Characteristics: 2010 for Zip Codes 92551, 92553, 92555 and 92557
Table construction by Castañeda & Associates

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Locations of Rent Restricted Affordable Apartment Community Locations

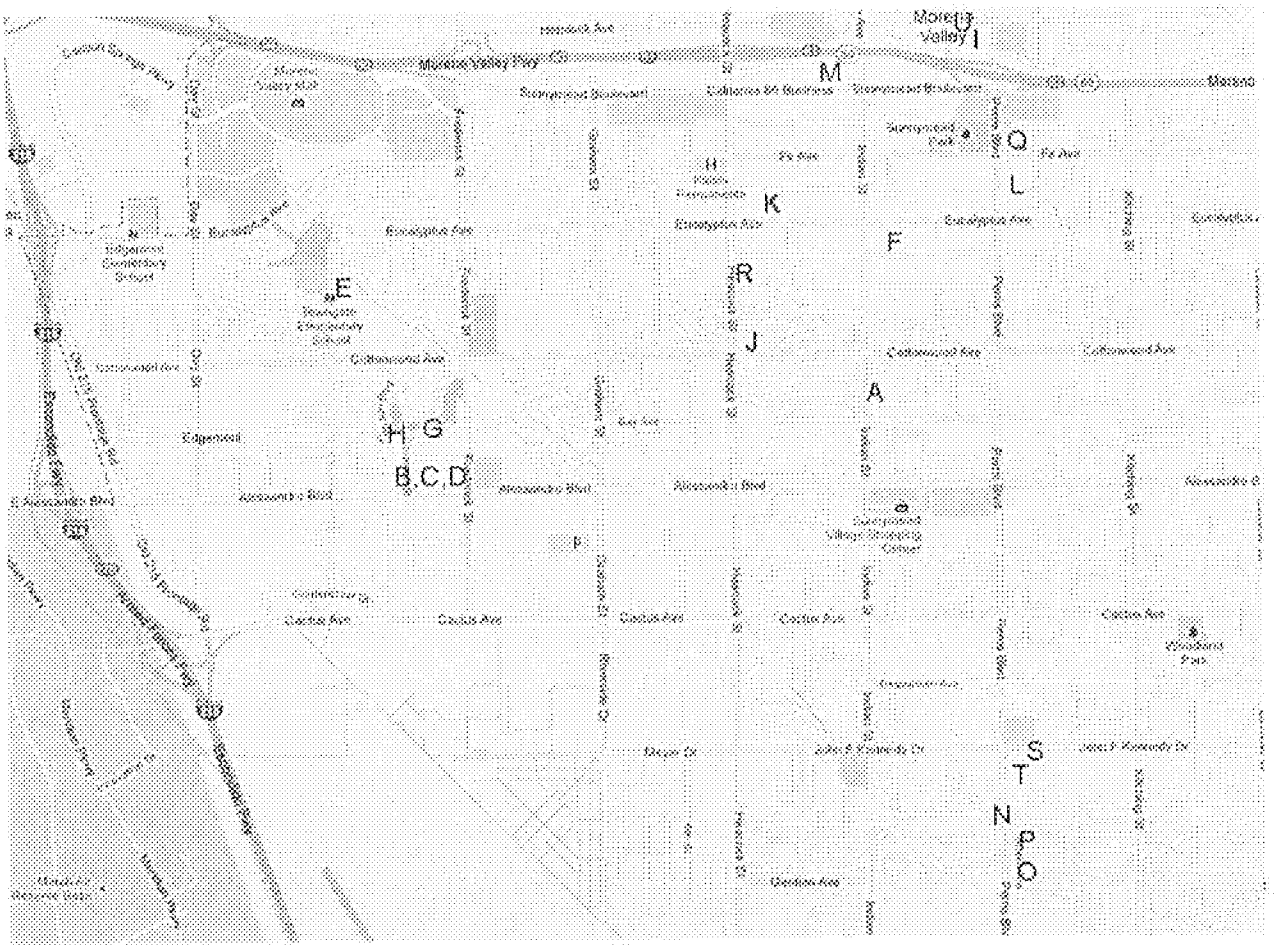

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Casitas del Valle

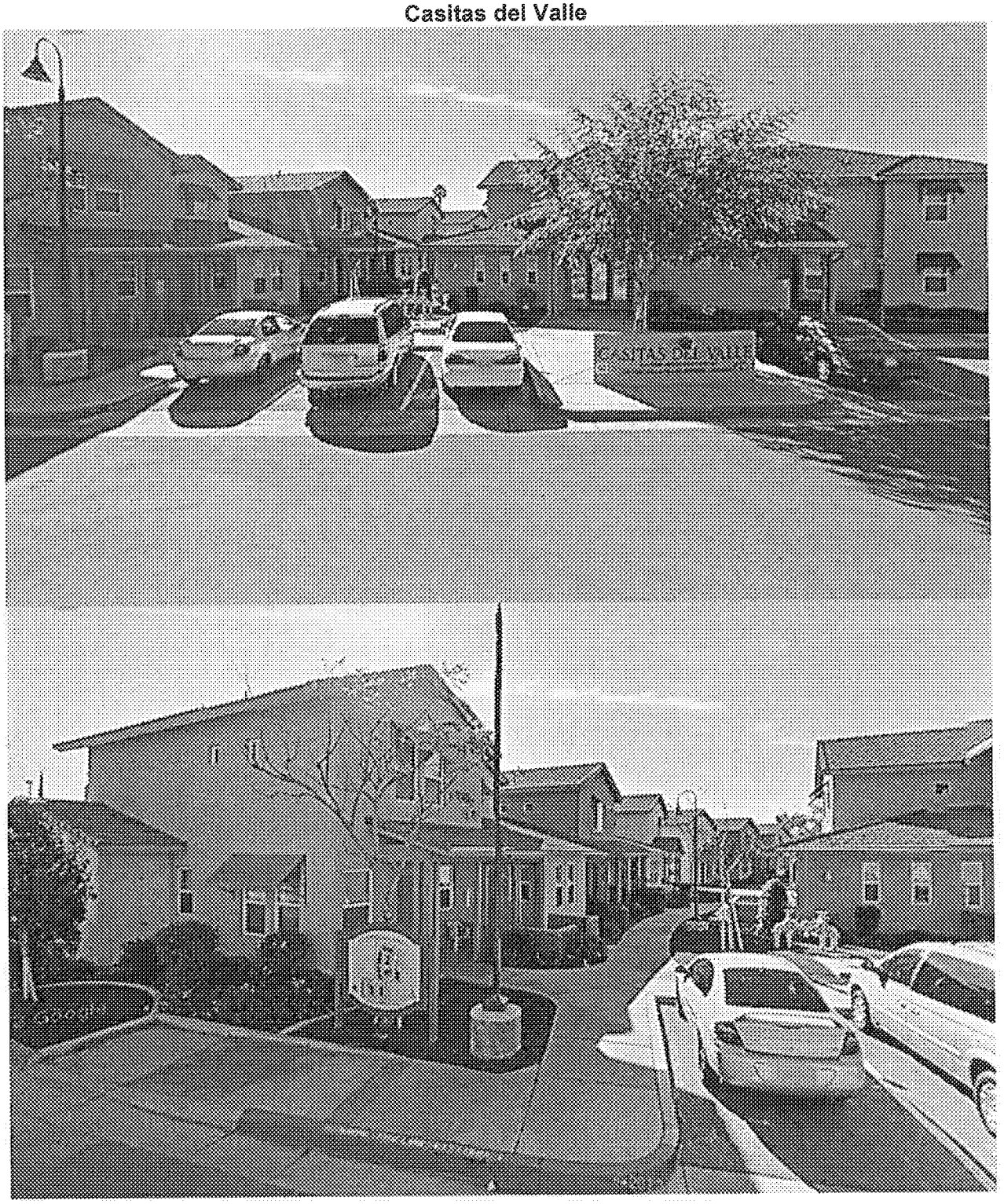

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Amber Ridge

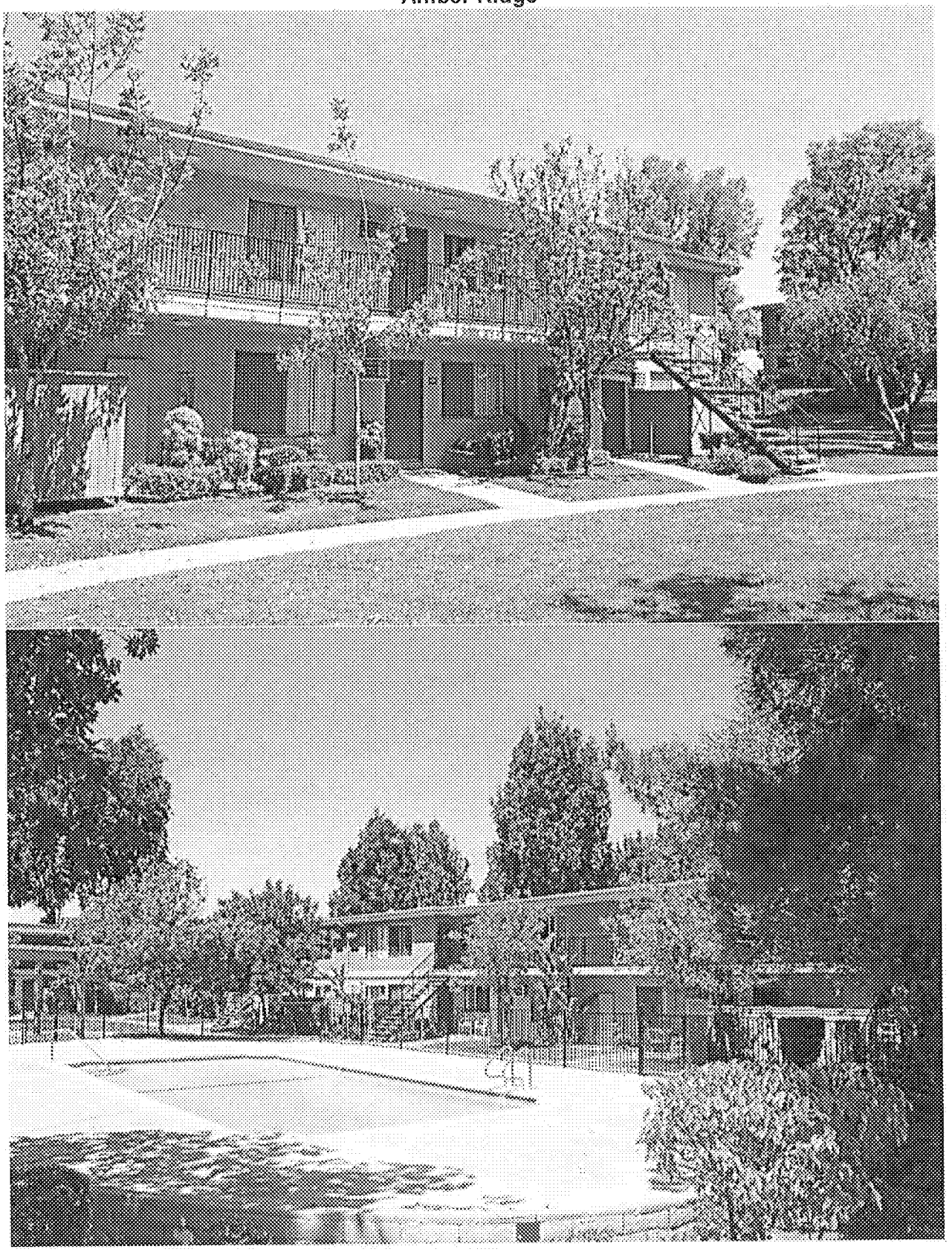

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Ability First

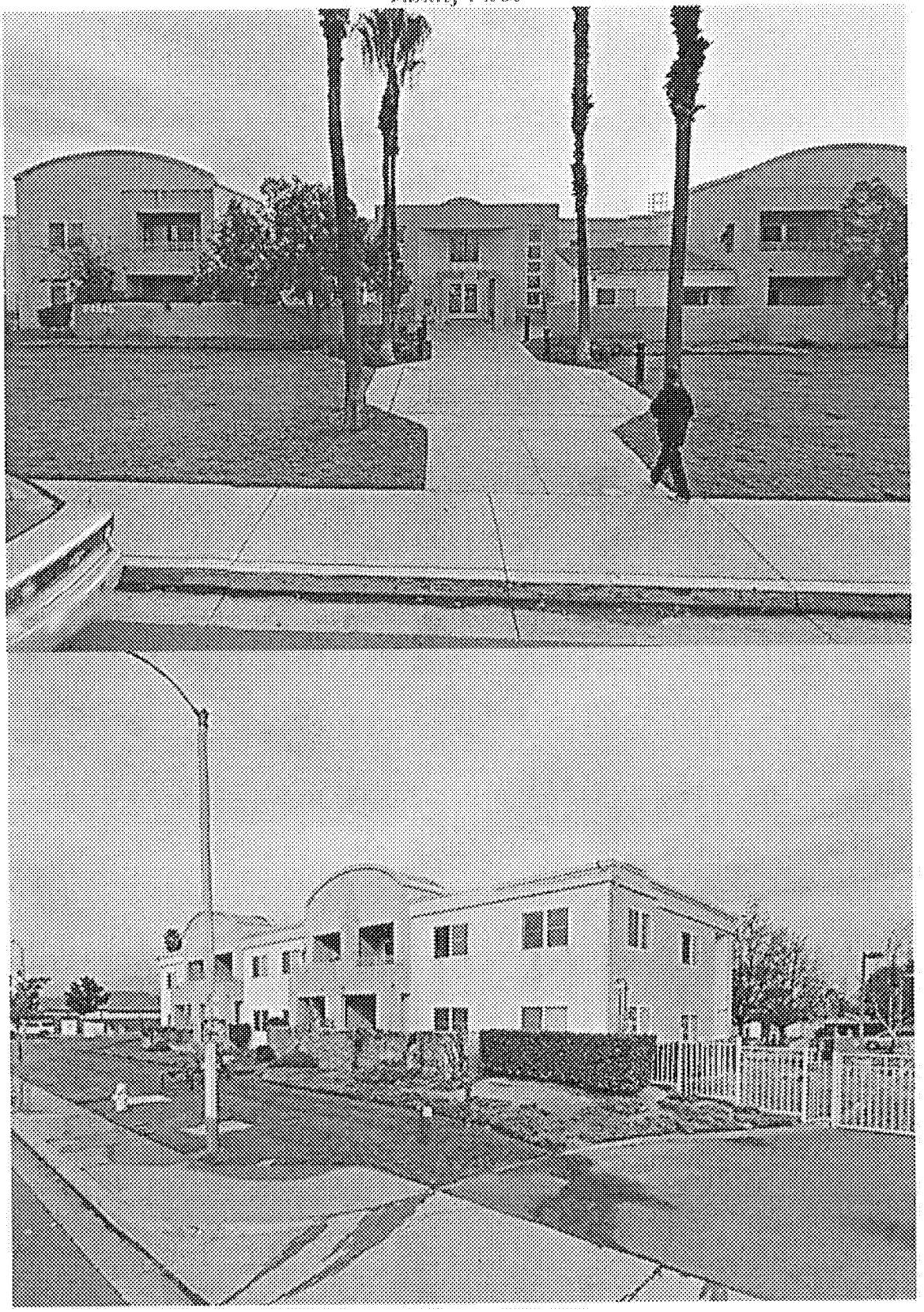

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Cottonwood Place

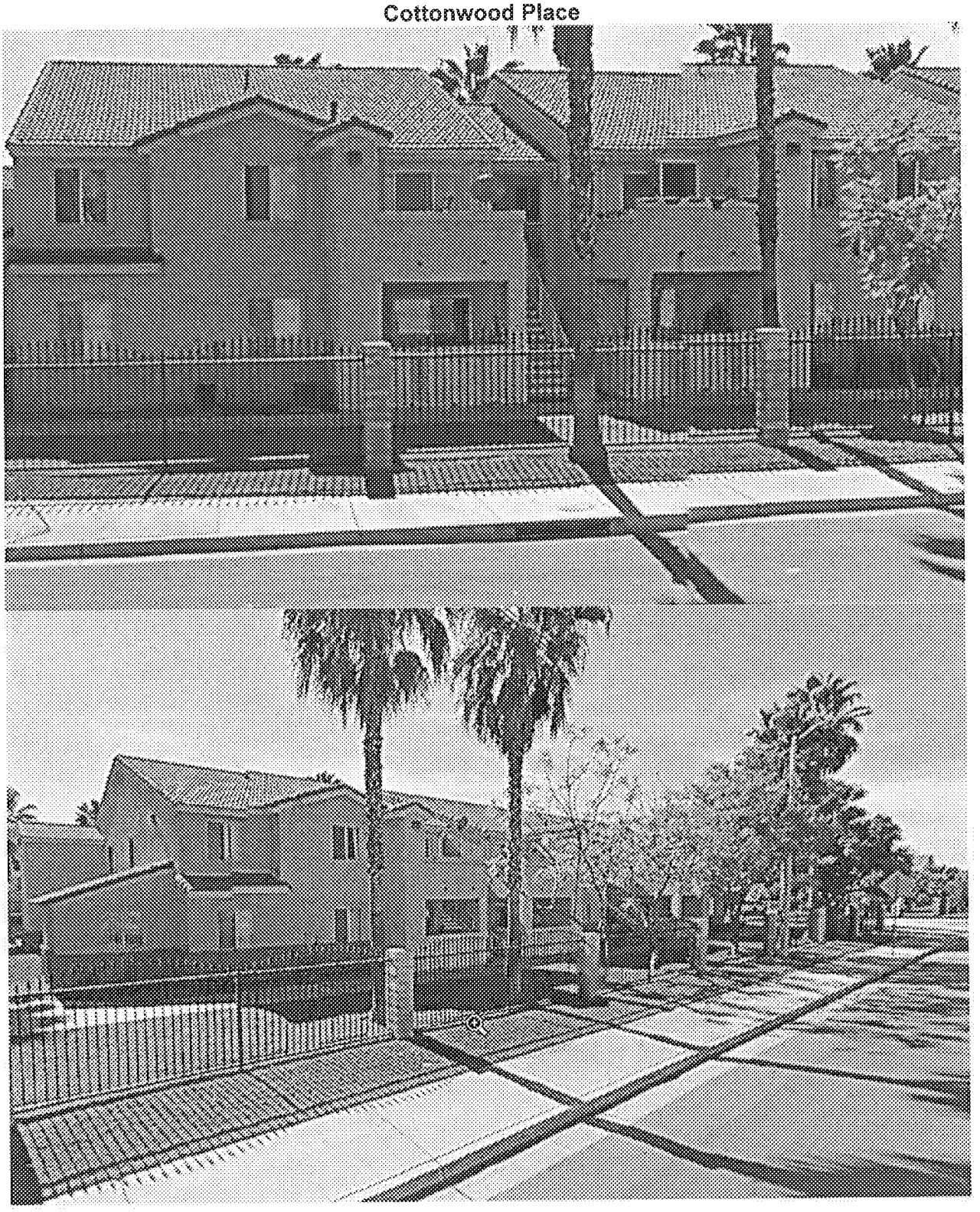

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Bay Family

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Perris Isle

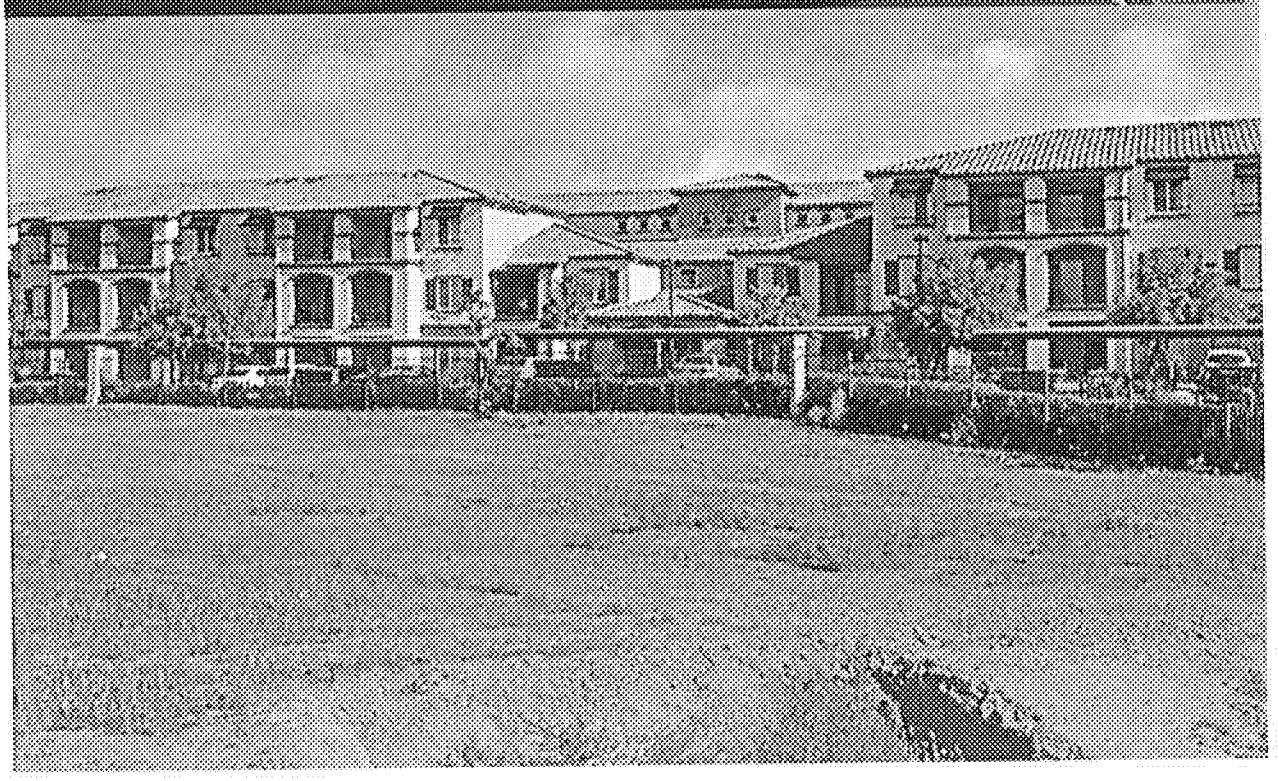

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Appendix E

APPENDIX E - DATA SOURCES

Appendix A-Fair Housing Community Profile E-1

Appendix B-Public Sector Impediments Analysis E-3

Technical Appendix C-Private Sector Impediments Analysis E-5

Appendix A
Fair Housing Community Profile

- American FactFinder, American Community Survey (ACS) 2010 1-Year Estimates
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Public Sector Impediments Analysis

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- California State Attorney General Letter Dated May 15, 2001
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  - ✓ Apartments.com
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  - ✓ Apartmentguide.com
  - ✓ Craigslist
  - ✓ Forrent.com
  - ✓ The Pennysaver
  - ✓ Rent.com

MV00196047

AGENDA

CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

April 23, 2013

SPECIAL PRESENTATIONS – 5:30 P.M.
REGULAR MEETING – 6:00 P.M.

City Council Study Sessions
First & Third Tuesdays of each month – 6:00 p.m.
City Council Meetings
Second & Fourth Tuesdays of each month – 6:00 p.m.
City Council Closed Sessions
Immediately following Regular City Council Meetings and Study Sessions, unless no Closed Session Items are Scheduled

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3705 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Tom Owings, Mayor

Marcelo Co, Mayor Pro Tem
Jesse L. Molina, Council Member
Richard A. Stewart, Council Member
Victoria Baca, Council Member

MV00196048

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
April 23, 2013

CALL TO ORDER – 5:30 PM

SPECIAL PRESENTATIONS

1. 2012 Volunteer of the Year - Shor Denny, Safe Routes to School Program Coordinator

2. Proclamation Recognizing May as Mental Health Month

3. Proclamation Recognizing Miguel "Mikey" Garcia World Boxing Organization Featherweight Champion

AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
AND THE BOARD OF LIBRARY TRUSTEES

THE CITY COUNCIL RECEIVES A SEPARATE STIPEND FOR CSD MEETINGS

REGULAR MEETING - 6:00 PM
APRIL 23, 2013

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION - Pastor Paul Cunningham - Renewal Christian Fellowship

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority or the Board of Library Trustees requests that an item be removed for separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF APRIL 9, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

A.4 APPROVAL OF PAYMENT REGISTER FOR FEBRUARY, 2013
(Report of: Financial & Management Services Department)

Recommendation:
1. Adopt Resolution No. 2013-21, approving the Payment Register for the month of February, 2013 in the amount of $17,449,090.98.

   Resolution No. 2013-21

   A Resolution of the City Council of the City of Moreno Valley, California, Approving the Payment Register for the Month of February, 2013

A.5 AUTHORIZE SUBMISSION OF GRANT APPLICATIONS FOR THE CALIFORNIA FEDERAL LANDS ACCESS PROGRAM
(Report of: Public Works Department)

Recommendation:

1. Authorize the submission of two grant applications for the California Federal Lands Access Program to the Office of Federal Lands Highway, Federal Highway Administration (FHWA).

A.6 APPROVE THE COOPERATIVE AGREEMENT WITH THE RIVERSIDE COUNTY FIRE DEPARTMENT FOR FIRE PROTECTION, FIRE PREVENTION, RESCUE, AND MEDICAL EMERGENCY SERVICES
(Report of: Fire Department)

Recommendations

1. Approve the Cooperative Agreement with the Riverside County Fire Department for Fire Protection, Fire Prevention, Rescue and Medical Emergency Services.

2. Authorize the Mayor to execute the Cooperative Agreement.

A.7 APPROVE AND ADOPT RESOLUTION 2013-22 IMPLEMENTING PERMIT PARKING ON MEDITERRANEAN DRIVE
(Report of: Public Works Department)

Recommendation:

1. Approve and Adopt Resolution No. 2013-22 implementing permit parking on Mediterranean Drive located just west of Perris Boulevard and Suburban Lane.

   Resolution No. 2013-22

   A Resolution of the City Council of the City of Moreno Valley, California, Approving and Authorizing Installation of Permit Parking on Mediterranean Drive

A.8 AUTHORIZE THE AWARD OF THE CONSTRUCTION CONTRACT TO BEDON CONSTRUCTION, INC. FOR THE MORENO MASTER DRAINAGE PLAN LINE "F", STAGE 2 CHANNEL IMPROVEMENTS -- PROJECT NO. 804 0005 70 77
(Report of: Public Works Department)

Recommendations

1. Waive any and all minor irregularities and award the contract to Bedon Construction, Inc., P.O. Box 1235, Temecula, CA 92593, the lowest responsible bidder, for the Moreno Master Drainage Plan Line "F", Stage 2 Channel Improvements.

2. Authorize the City Manager to execute a contract with Bedon Construction, Inc.

3. Authorize the issuance of a Purchase Order to Bedon Construction, Inc. for the amount of $3,601,458.03 ($3,274,052.75 bid plus 10% contingency) when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Bedon Construction, Inc. up to, but not exceeding, the contingency amount of $327,405.28, subject to the approval of the City Attorney.

5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained system until Riverside County Flood Control and Water Conservation District accepts the ownership and maintenance responsibilities for the improvements, and release the retention to Bedon Construction, Inc., if no claims are filed against the project.

A.9 AUTHORIZE THE SUBMISSION OF A GRANT APPLICATION FOR BRIDGE FUNDING UNDER SURFACE TRANSPORTATION PROGRAM (STP) AND ADOPT RESOLUTION NO. 2013-23 COMMITTING TO PROVIDE LOCAL MATCHING FUNDS AT A MINIMUM OF 11.47% OF THE TOTAL PROJECT COST
(Report of: Public Works Department)

Recommendations

1. Authorize the Public Works Director/City Engineer to submit the grant application for Bridge Funding to Caltrans under the Surface Transportation Program (STP).

2. Adopt Resolution No. 2013-23 committing to provide local matching funds at a minimum of 11.47% of the total project cost.

   Resolution No. 2013-23

   A Resolution of the City Council of the City of Moreno Valley, California, Adopting Certification of Available Matching Funds for the Surface Transportation Program

A.10 PA06-0021, PM 34577 – ACCEPT DEVELOPMENT IMPACT FEE (DIF) IMPROVEMENT CREDIT AGREEMENT #D12-001 FOR INDIAN STREET AND SAN MICHELE ROAD IMPROVEMENTS ASSOCIATED WITH THE I-215 LOGISTICS PROJECT
(Report of: Community & Economic Development Department)

Recommendations

1. Accept the Development Impact Fee Improvement Credit Agreement #D12-001 (DIF Agreement) for PA06-0021, PM 34577 improvements.

2. Authorize the Mayor to execute the DIF Agreement.

A.11 PA06-0021, PM 34577 – ACCEPT TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) PROGRAM IMPROVEMENT AND CREDIT/REIMBURSEMENT AGREEMENT #T13-001 FOR HEACOCK AVENUE IMPROVEMENTS ASSOCIATED WITH THE I-215 LOGISTICS PROJECT
(Report of: Community & Economic Development Department)

Recommendations

1. Accept the Transportation Uniform Mitigation Fee Improvement Credit/Reimbursement Agreement #T13-001 (TUMF Agreement) for PA06-0021, PM 34577 improvements.

2. Authorize the Mayor to execute the TUMF Agreement.

3. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.

A.12 APPROVE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF RIVERSIDE OFFICE OF EMERGENCY MANAGEMENT REGARDING URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDING FOR FEDERAL FISCAL YEAR 2010
(Report of: Fire Department)

Recommendations

1. Adopt Resolution No. 2013-24 of the City of Moreno Valley, California, approving the Memorandum of Understanding with the City of Riverside Office of Emergency Management regarding the Urban Area Security Initiative (UASI) grant funding for Federal Fiscal Year 2010.

   Resolution No. 2013-24

   A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the City to Enter into a Memorandum of Understanding With the City of Riverside Office of Emergency Management Regarding Urban Area Security Initiative (UASI) Grant Funding for Federal Fiscal Year 2010

2. Authorize the allocation of $5,000 for expenditures related to the Fiscal Year 10 UASI grant not to exceed the amount of grant award.

3. Authorize the City Manager or his designee to execute the Certificate of Non-Supplanting.

4. Authorize the City Manager or his designee to execute the Riverside Urban Area Security Initiative Certification Regarding Debarment, Suspension, and other Responsibility Matters.

5. Authorize the City Manager or his designee to execute the California Emergency Management Agency FY2010 Grant Assurances.

6. Accept the grant award from the City of Riverside Office of Emergency Management regarding the Urban Area Security Initiative (UASI) grant funding for Federal Fiscal Year 2010.

A.13 APPROVE THE CITY OF MORENO VALLEY'S FIVE-YEAR MEASURE A LOCAL STREETS AND ROADS CAPITAL IMPROVEMENT PLAN (CIP) AND MAINTENANCE OF EFFORT (MOE) CERTIFICATION STATEMENT FOR THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC) MEASURE A LOCAL FUNDS PROGRAM, FISCAL YEAR (FY) 2014-2018
(Report of: Public Works Department)

Recommendations

1. Approve the City of Moreno Valley's Five-Year Measure A Local Streets and Roads CIP and MOE for the RCTC Measure A Local Funds Program, FY 2014-2018.

2. Authorize submittal of the RCTC Measure A Local Streets and Roads CIP and MOE for the RCTC Measure A Local Funds Program, FY 2014-2018.

3. Authorize staff to submit an amended five-year plan to RCTC if changes are made by City Council to the listed Measure A projects as part of the upcoming FY 2013-2014 budget approval process

A.14 APPROVE AND EXECUTE AGREEMENT FOR CONVEYANCE OF PROPERTY FOR PARTIAL ACQUISITION OF APN'S 488-080-003 AND 488-080-012 FOR THE SR-60/MORENO BEACH INTERCHANGE IMPROVEMENTS PROJECT – PROJECT NO. 801 0038 70 77
(Report of: Public Works Department)

Recommendations

1. Approve the Agreement for Conveyance of Real Property with LCTH Investment, LP, for partial acquisition of APN's 488-080-003 and 488-080-012 for the SR-60/Moreno Beach Interchange Improvements project.

2. Authorize the City Manager to execute the Agreement for Conveyance of Real Property and authorize the Public Works Director/City Engineer to approve any changes subject to the approval of the City Attorney.

3. Authorize the issuance of a Purchase Order for $222,317 ($212,317 for the acquisition purchase price plus $10,000 for escrow closing fees) when the Agreement has been signed by all parties.

A.15 RATIFICATION OF GRANT PROPOSAL SUBMITTAL FOR THE SURFACE TRANSPORTATION PROGRAM (STP)
(Report of: Public Works Department)

Recommendations

1. Ratify the submittal of a grant proposal to the Riverside County Transportation Commission (RCTC) for the Surface Transportation Program (STP).

A.16 3-YEAR ECONOMIC DEVELOPMENT ACTION PLAN
(Report of: Community & Economic Development Department)

Recommendation:

1. Approve the 3-Year Economic Development Action Plan.

A.17 BUDGET APPROPRIATION FOR THE SR-60/THEODORE INTERCHANGE IMPROVEMENTS AS A NEW CAPITAL IMPROVEMENT PLAN PROJECT
PROJECT NO. 801 0052 70 77
(Report of: Public Works Department)

Recommendations

1. Authorize the following budget appropriation from unencumbered funds in the Development Impact Fee (DIF) Interchange Improvements Revenue Fund Balance to create a new Capital Improvement Project Expenditure Account titled the SR-60/Theodore Interchange Improvement Project:$138,000 – from (2911-99-95-92911) to (3311-99-99-93311)

2. Amend the Fiscal Year 12/13 Adopted Capital Improvement Plan (CIP) to include the SR-60/Theodore Interchange Improvement Project as a funded Street Improvement, Project Number 801 0052 70 77 and General Ledger Number 3311-70-77-80001.

A.18 APPROVAL OF EMPLOYMENT AGREEMENT BETWEEN THE CITY OF

MORENO VALLEY AND SUZANNE M. BRYANT FOR THE POSITION OF CITY ATTORNEY
(Report of: Administrative Services Department)

Recommendation:
1. Approve the Employment Agreement between the City of Moreno Valley and Suzanne M. Bryant for the position of City Attorney.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF APRIL 9, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF APRIL 9, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF APRIL 9, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

E. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip

to the Bailiff.

E.1 PUBLIC HEARING TO CONSIDER FEE SCHEDULE FOR FISCAL YEAR 2013-14
(Report of: Financial & Management Services Department)

Recommendations That the City Council:

1. Conduct a Public Hearing to receive public input on the proposed Fee Schedule for Fiscal Year 2013-14.

2. Adopt Resolution No. 2013-25, approving the Fee Schedule for Fiscal Year 2013-14.

   Resolution No. 2013-25

   A Resolution of the City Council of the City of Moreno Valley, California, Establishing Specified Fees for Various Services for Fiscal Year 2013-14 and Repealing Prior Resolutions that May Be in Conflict

E.2 ALESSANDRO BOULEVARD CORRIDOR IMPLEMENTATION PROJECT, WHICH INCLUDES TWO GENERAL PLAN AMENDMENTS (PA11-0028 & PA12-0046), TWO CHANGES OF ZONES (PA11-0029 & PA12-0047), AND MUNICIPAL CODE AMENDMENT (PA11-0030). THE PROJECT INCLUDES REZONING AREAS ALONG ALESSANDRO BOULEVARD AND NEAR PERRIS BOULEVARD AND IRIS AVENUE TO R30 (RESIDENTIAL UP TO 30 UNITS PER ACRE), 10.46 ACRES TO OPEN SPACE, COMMERCIAL REZONING OF A PARCEL AT THE SOUTHWEST CORNER OF PERRIS BOULEVARD AND GENTIAN AVENUE, AND THE CREATION OF A MIXED USE DISTRICT OVERLAY. THE R30 REZONING WILL PROVIDE CONSISTENCY WITH THE CITY'S CERTIFIED HOUSING ELEMENT
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. ADOPT a Mitigated Negative Declaration for PA11-0028 (General Plan Amendment), PA11-0029 (Change of Zone), PA11-0030 (Municipal Code Amendment), PA12-0046 (General Plan Amendment) and PA12-0047 (Change of Zone) pursuant to the California Environmental Quality Act (CEQA) Guidelines.

2. APPROVE Resolution No. 2013-26 approving PA11-0028 and PA12-0046 (General Plan Amendments), thereby establishing General Plan Land Use Map designations for certain properties as described in the Resolution, and the revised General Plan Maps.

   Resolution No. 2013-26

A Resolution of the City Council of the City of Moreno Valley, California, Approving Two Amendments to the General Plan Land Use Element (PA11-0028 And PA12-0046) Relating to the Alessandro Boulevard Corridor Project – Phase II Implementation Including Rezoning Approximately 146.19 Acres to Residential 30 (R30), Approximately 10.46 Acres of Open Space (OS) And Approximately 21.47 Acres to Commercial (C)

3. INTRODUCE Ordinance No. 864 approving a Municipal Code Amendment (PA11-0030) creating the Mixed Use District Overlay and amending various sections of Title 9 of the City of Moreno Valley Municipal Code based on the findings in the Ordinance.

   Ordinance No. 864

   An Ordinance of the City Council of the City of Moreno Valley, California, Approving a Municipal Code Amendment (PA11-0030) Amending Title 9 of the City of Moreno Valley Municipal Code Regarding the Creation of the Mixed Use Overlay District (Approximately 147.69 Acres) and Amending the Municipal Code to Include Standards Related to the Mixed Use Overlay District

4. INTRODUCE Ordinance No. 865 approving Zone Change (PA11-0029) from Community Commercial (CC), Office Commercial (OC), Residential 15 (R15 and Residential 5 (R5) to Residential 30 (R30), and Zone Change (PA12-0047) from Residential 5 (R5) to Community Commercial (CC), based on the findings in the Ordinance, and the revised zoning pages.

   Ordinance No. 865

   An Ordinance of the City Council of the City of Moreno Valley, California, Approving PA11-0029 (Change Of Zone) to Change the Land Use District for Approximately 146.19 Acres to Residential 30 (R30) and Approximately 10.46 Acres to Open Space (OS) and PA12-0047 (Change Of Zone) to Change the Land Use District of Approximately 21.47 Acres to Community Commercial (CC)

E.3 PUBLIC HEARING FOR DELIQUENT NUISANCE ABATEMENT ACCOUNTS
(Report of: Fire Department)

Recommendations That the City Council:

1. Conduct a public hearing and accept public testimony on delinquent nuisance abatement accounts.

2. Adopt Resolution No. 2013-27 of the City of Moreno Valley, California, confirming assessments on certain real properties as outlined in the Property Assessment List for the abatement of nuisances.

   Resolution No. 2013-27

   A Resolution of the City Council of the City of Moreno Valley, California, Confirming Statements of Costs Against Real Property Located in the City of Moreno Valley, for Abatements of Public Nuisances and Direction that Said Statement of Costs Constitute a Lien Upon Said Properties

3. Approve placing the submitted Property Assessment List of delinquent nuisance abatement accounts on the Fiscal Year (FY) 2013/2014 Riverside County property tax roll for collection.

4. Direct the City Clerk to file with the Riverside County Assessor's office a certified copy of Resolution No. 2013-27 and the Property Assessment List as required by Section 6.04.120 of the City of Moreno Valley Municipal Code.

E.4 PUBLIC HEARING FOR THE CDBG AND HOME PROGRAMS TO ADOPT THE CONSOLIDATED PLAN FOR FISCAL YEARS 2013-2018. THE ANNUAL ACTION PLAN FOR FISCAL YEAR 2013-2014 AND THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE AND FAIR HOUSING ACTION PLAN
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Conduct a Public Hearing for the Community Development Block Grant (CDBG) and HOME programs to allow the public an opportunity to comment on, 1) the proposed FY 2013-2018 Consolidated Plan, 2) the FY 2013-2014 Annual Action Plan, and 3) the Analysis of Impediments to Fair Housing Choice and Fair Housing Action Plan.

2. Adopt, 1) the FY 2013-2018 Consolidated Plan, 2) the FY 2013-2014 Annual Action Plan, and 3) the Analysis of Impediments to Fair Housing Choice and Fair Housing Action Plan.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR

SEPARATE ACTION

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

a) Report by Council Member Jesse L. Molina on Riverside Transit Agency (RTA)

G.2 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

G.3 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/City as Successor Agency for the Community Redevelopment Agency/Housing Authority or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority will be held in Conference Room C, First Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

a) Case: *Joe and Joyce Teague v. City of Moreno Valley*
Court: U.S. District Court
Case No: EDCV11-1597 GHK (DTBx)

b) Case: *City of Moreno Valley v. Bond Safeguard Insurance Company*
Court: Riverside Superior Court
Case No: RIC 1118795

c) Case: *City of Moreno Valley v. AEI CASC*
Court: Los Angeles Superior Court
Case No: BC 481595

2 SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF SECTION 54956.9

Number of Cases: 5

3 SECTION 54956.9(d)(4) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

4 SECTION 54957.6 - LABOR NEGOTIATIONS

a) *Agency Representative: Henry T. Garcia Employee Organization: MVCEA*

b) *Agency Representative: Henry T. Garcia Employee Organization: MVMA*

c) *Agency Representative: Henry T. Garcia Employee Organization: Moreno Valley Confidential Management Employees*

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

ADJOURNMENT

CERTIFICATION

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, certify that the City Council Agenda was posted in the following places pursuant to City of Moreno Valley Resolution No. 2007-40:

City Hall, City of Moreno Valley
14177 Frederick Street

Moreno Valley Library
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center
25075 Fir Avenue

Jane Halstead, CMC,
City Clerk

Date Posted: April 17, 2013

MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
April 9, 2013

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Proclamation Recognizing April as Child Abuse Prevention Month

2. Business Spotlight

   a) LaQuinta Inn

   b) SecurCare Storage.

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:00 PM
April 9, 2013

CALL TO ORDER

The Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority and the Board of Library Trustees was called to order at 6:04 p.m. by Mayor Tom Owings in the Council Chamber located at 14177 Frederick Street

Mayor Tom Owings announced that the City Council receives a separate stipend for CSD meetings.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Scott Heveran

INVOCATION - Pastor Diane Gardner - Beautiful Women of God - Diane Gardner Ministries

ROLL CALL

Council:

Tom Owings	Mayor
Marcelo Co	Mayor Pro Tem
Victoria Baca	Council Member
Jesse L. Molina	Council Member
Richard A. Stewart	Council Member

Staff:

Jane Halstead	City Clerk
Kathy Gross	Executive Assistant
Henry T. Garcia	City Manager
Richard Teichert	Chief Financial Officer
Suzanne Bryant	Acting City Attorney

Michelle Dawson	Assistant City Manager
Joel Ontiveros	Police Chief
Abdul Ahmad	Fire Chief
Ahmad Ansari	Public Works Director
Barry Foster	Community and Economic Development Director
Tom DeSantis	Administrative Services Director
Mike McCarty	Parks & Community Services Director
Michele Patterson	Assistant to the City Manager

PUBLIC COMMENTS **ON ANY SUBJECT NOT ON THE AGENDA** UNDER THE JURISDICTION OF THE CITY COUNCIL

Scott Heveran

1. Renewable Energy

Margaret Williams

1. Box Springs Mutual Water Company

Daryl Terrell

1. Future
2. Unity

Deanna Reeder

1. Community Forum
2. Ethnicity
3. Citizen Charter Petition

Tom Jerele Sr.

1. City Long Range Debt Burden
2. Warehouse and job creation

Kenny Bell

1. Disagreements between Moreno Valley Residents and Council
2. Solar Energy

Lashé Rodriguez

1. Legislative Update

Tom Thornsley

1. Thanked City Council for opportunity to interview for the Planning Commission
2. Solar Energy
3. Charter urgency to go on ballot in November

Louise Palomarez

1. Skechers and Community Forum
2. Medical Corridor location

Alicia Espinoza

1. Search for another avenue to raise sales tax for Public Safety
2. Riverside County Sheriff contracts

Curtis Gardner

1. Charter
2. Sales Tax increase for Public Safety
3. City owned Police Department startup

Chris Baca

1. Riverside County Democratic Central Committee - Sub-Chairs a sub-committee on Immigration Reform

Craig Givens

1. Against raising Sales Tax for Public Safety

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, MORENO VALLEY HOUSING AUTHORITY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Tom Owings opened the agenda items for the Consent Calendars for public comments (except Item A.6, which was pulled for separate action); there being none, public comments were closed.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF MARCH 26, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

A.4 APPROVAL OF THE 2013/2014 FISCAL YEAR STORM WATER PROTECTION PROGRAM BUDGET FOR COUNTY SERVICE AREA (CSA) 152
(Report of: Community & Economic Development Department)

Recommendations

1. Approve the County Service Area (CSA) 152 Budget for FY 2013/2014 in the amount of $550,380.

2. Authorize the levy of CSA 152 Assessment at $8.15 per Benefit Assessment Unit (BAU) for FY 2013/2014.

A.5 PA04-0108 (TR 32515) – OFFSITE & ONSITE IMPROVEMENTS – ACCEPT SUBSTITUTION AGREEMENTS AND SECURITIES FOR PUBLIC IMPROVEMENTS
(Report of: Community & Economic Development Department)

Recommendations

1. Accept the substitution Agreements for Public Improvements and Securities for project PA04-0108 (TR 32515) – Offsite and Onsite Improvements.

2. Authorize the Mayor to execute the agreements.

3. Direct the City Clerk to forward the signed agreements to the County Recorder's Office for recordation.

4. Authorize the Public Works Director/City Engineer to exonerate the

Faithful Performance Bonds and Material and Labor Bonds previously submitted by K. Hovnanian Forecast Homes Southern, Inc. a California Corporation, upon acceptance of the substitution agreement and security.

5. Authorize the Public Works Director/City Engineer to execute any future time extension amendments to the agreements, subject to City Attorney approval, if the required improvements are not completed within said timeframe.

A.6 APPROVE AND EXECUTE AGREEMENT FOR CONVEYANCE OF REAL PROPERTY FOR ACQUISITION OF APN 473-220-072 FOR THE NORTHEAST FIRE STATION, PROJECT NO. 803 0018 70 77
(Report of: Public Works Department)

Recommendations

1. Approve the Agreement for Conveyance of Real Property with IL Nam Oh and Yun Kang Oh for acquisition of APN 473-220-072 for the Northeast Fire Station project.

2. Authorize the City Manager to execute the Agreement for Conveyance of Real Property and authorize the Public Works Director/City Engineer to approve any changes subject to the approval of the City Attorney.

3. Authorize the issuance of a Purchase Order for $152,500 ($146,000 for the acquisition purchase price plus $6,500 for escrow closing fees) when the Agreement has been signed by all parties.

Motion to Approve Item A.6 by m/Council Member Richard A. Stewart, s/Mayor Tom Owings

Failed by a vote of 1-4, Mayor Tom Owings, Mayor Pro Tem Marcelo Co, Council Member Victoria Baca, Council Member Jesse L. Molina opposed.

A.7 PA12-0048 (PM 36511) – APPROVE PARCEL MAP (CONTINUED FROM MARCH 26, 2013, BY A 5-0 VOTE)
(Report of: Community & Economic Development Department)

Recommendation:

1. Approve Parcel Map 36511.

2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

Motion to Continue Item A.7 to date uncertain by m/Council Member Jesse L. Molina, s/Mayor Pro Tem Marcelo Co

Approved by a vote of 5-0.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF MARCH 26, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF MARCH 26, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF MARCH 26, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2, except A.6 (pulled for separate action) and A.7 (continued to date uncertain) by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

E. PUBLIC HEARINGS - NONE

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

Item A.6 pulled for separate action from Consent Calendar.

Mayor Tom Owings opened the agenda item A.6 for public comments, which were received from Deanna Reeder (Opposed), Pete Bleckert and Louise Palomarez.

G. REPORTS

G.1 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

None

G.2 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

Case against The State Department of Finance entitled The City of Moreno Valley v. Paul Angulo et al., Sacramento Superior Court case number 34-2012-80001350 has been dismissed due to a successful resolution of the issue that was filed on March 26, 2013.

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION

H.2.1 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SUB-SECTION 9.14.130(A) OF TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO REQUIREMENTS FOR THE UNDERGROUNDING OF OVERHEAD UTILITIES (RECEIVED FIRST READING AND INTRODUCTION ON MARCH 26, 2013 BY A 5-0 VOTE) (Report of: Community & Economic Development Department)

Recommendations That the City Council:
Adopt Ordinance No. 862, an Ordinance of the City Council of the City of Moreno Valley, California amending sub-section 9.14.130(a) of Title 9 of the City of Moreno Valley Municipal Code relating to requirements for the

undergrounding of overhead utilities.

Ordinance No. 862

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Sub-Section 9.14.130(A) of Title 9 of the City of Moreno Valley Municipal Code Relating to Requirements for the Undergrounding of Overhead Utilities

Motion to Approve by m/Council Member Richard A. Stewart, s/Mayor Pro Tem Marcelo Co

No roll call was made, as public speaker had not yet spoke on the item before first motion made.

Mayor Tom Owings opened the agenda item for public comments, which was received from Tom Jerele, Sr. (Supports)

Motion to Approve by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

H.2.2 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADDING CHAPTER 2.25 TO THE CITY OF MORENO VALLEY MUNICIPAL CODE ESTABLISHING A UTILITIES COMMISSION (RECEIVED FIRST READING AND INTRODUCTION ON MARCH 26, 2013 BY A 5-0 VOTE) (Report of: Public Works Department)

Recommendations That the City Council:
Adopt Ordinance No. 863 adding Chapter 2.25 to the City of Moreno Valley Municipal Code establishing a Utilities Commission (as listed on the ordinance). (Roll call required)

Ordinance No. 863

An Ordinance of the City Council of the City of Moreno Valley, California, Adding Chapter 2.25 to the City of Moreno Valley Municipal Code Establishing a Utilities Commission

Mayor Tom Owings opened the agenda item for public comments; there being none, public comments were closed.

Motion to Approve by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Mayor Tom Owings

1. Encouraged the public to read the book: What is History, by E.H. Carr.
2. Asked the public to ask yourselves the questions on what have the leaders done for the City. What have they done to: a) increase graduation rates; b) increase property values; c) lower taxes; d) fight crime; e) balance budget; f) make our City more livable; and g) enhance the reputation of our City so that we can attract developers and create jobs
3. Unity and good business dialog
4. Constant distractors discourage future developers from coming to our City (developers searching criteria are good schools, safe streets and good reputation)
5. New start - agreements, achievements set aside issues that divide us and discuss without impairing the forward progress of this City

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority was held in the Conference Room B, First Floor, City Hall. The City Council met in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

The Closed Session was held pursuant to Government Code:

Mayor Tom Owings opened the agenda item for public comments; there being none, public comments were closed.

Acting City Attorney, Suzanne Bryant, announced there was no initiation of litigation. Tom DeSantis will be attending closed session and he would be the one to report back.

1 SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

a) Boe et al. V. City of Moreno Valley, et al.
Riverside Superior Court
RIC 1301793

2 SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF SECTION 54956.9:

Number of Cases: 5

3 SECTION 54956.9(d)(4) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

a) Boe et al. V. City of Moreno Valley, et al.
Riverside Superior Court Case
RIC 1301793

4 SECTION 54957.6 - LABOR NEGOTIATIONS

a) Agency Representative: Henry T. Garcia
Employee Organization: MVCEA

b) Agency Representative: City Manager Henry T. Garcia
Employee Organization: MVMA

c) Agency Representative: City Manager Henry T. Garcia
Employee Organization: Moreno Valley Confidential Management Employees

5 SECTION 54957 - PUBLIC EMPLOYMENT APPOINTMENT/PUBLIC EMPLOYMENT

a) City Attorney

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY ADMINISTRATIVE SERVICES DIRECTOR

Tom DeSantis reported back that City Council appointed Suzanne M. Bryant as City Attorney, effective July 9, 2013.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:44 p.m. by unanimous informal consent.

Submitted by:

_____
City Clerk Jane Halstead, CMC
Secretary, Moreno Valley Community Services District
Secretary, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Secretary, Moreno Valley Housing Authority
Secretary, Board of Library Trustees

Approved by:

_____
Mayor Tom Owings
President, Moreno Valley Community Services District
Chairperson, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Moreno Valley Housing Authority
Chairperson, Board of Library Trustees

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MV00196077

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: April 23, 2013

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Reports on Reimbursable Activities for the period of April 3-16, 2013.

Reports on Reimbursable Activities April 3-16, 2013			
Council Member	Date	Meeting	Cost
Victoria Baca			
Marcelo Co			
Jesse L. Molina			
Tom Owings	4/10/13	Sheriff's Dept. Annual Department Awards Ceremony	$20.00
	4/12/13	Moreno Valley Historical Society Annual Dinner	$30.00
Richard A. Stewart	4/10/13	Sheriff's Dept. Annual Department Awards Ceremony	$20.00

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: April 23, 2013

TITLE: APPROVAL OF PAYMENT REGISTER FOR FEBRUARY, 2013

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. 2013-21, approving the Payment Register for the month of February, 2013 in the amount of $17,449,090.98.

DISCUSSION

To facilitate Council's review, the Payment Register lists in alphabetical order all checks in the amount of $25,000 or greater, followed by a listing in alphabetical order of all checks less than $25,000. The Payment Register also includes wire transfers, thus eliminating the need for a separate wire transfer register, as well as the fiscal year-to-date (FYTD) amount paid to each vendor.

FISCAL IMPACT

The disbursements itemized in the attached Payment Register are reflected in the FY 2012-13 budget. Therefore, there is no fiscal impact other than the expenditure of budgeted funds.

ATTACHMENTS

Attachment 1: Proposed Resolution
Attachment 2: Payment Register for Month of February, 2013

Prepared By:
Dena Heald
Acting Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Attachment 1

RESOLUTION NO. 2013-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE PAYMENT REGISTER FOR THE MONTH OF FEBRUARY, 2013

WHEREAS, the Financial & Management Services Department has prepared and provided the Payment Register for the period February 1, 2013 through February 28, 2013, for review and approval by the City Council of the City of Moreno Valley; and

WHEREAS, it is in the best interest of the City that the referenced Payment Register be approved.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Payment Register for the period February 1, 2013 through February 28, 2013, in the total amount of $17,449,090.98 is approved.

APPROVED AND ADOPTED this 23rd day of April, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-21 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 23rd day of April, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

CITY CLERK

City of Moreno Valley

Payment Register

For Period 2/1/2013 through 2/28/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
ALL AMERICAN ASPHALT, INC.	215900	02/11/2013	157673	CONSTRUCTION CONTRACT - DRACAEA/PERRIS TO PATRICIA	$29,305.08	
			Remit to:	CORONA, CA	$29,305.08	$1,602,525.5
COUNTY OF RIVERSIDE - RMAP	215916	02/11/2013	SH0000020767	LAW ENFORCEMENT SVCS/GRANT #PT1303-PRIMARY COLLISION FACTOR ENF.	$345.66	
			SH0000020675	LAW ENFORCEMENT EXTRA DUTY-DUI WARRANT SWEEP	$42.83	
			SH0000020790	LAW ENFORCEMENT SVCS/GRANT #SC13272-DUI CHECKPOINT 1/4/13	$7,122.54	
			SH0000020789	LAW ENFORCEMENT SVCS/GRANT #SC13272-DUI CHECKPOINT 12/27/12	$8,457.11	
			SH0000020787	LAW ENFORCEMENT SVCS/GRANT #PT1303-TRAFFIC ENF. OPERATION 1/4/13	$175.29	
			SH0000020785	LAW ENFORCEMENT SVCS/GRANT #PT1303-DISTR. DRIVING ENF. 12/26/12	$345.66	
			SH0000020784	LAW ENFORCEMENT SVCS/GRANT #PT1303-DUI SAT. PATROL 12/22/12	$1,285.08	
			SH0000020783	LAW ENFORCEMENT SVCS/GRANT #PT1303-TRAFFIC ENF. OPERATION 12/21	$467.44	
			SH0000020782	LAW ENFORCEMENT SVCS/GRANT #PT1303-DISTR. DRIVING ENF. 12/20/12	$350.58	
			SH0000020731	LAW ENFORCEMENT EXTRA DUTY-DUI WARRANT SWEEP	$235.57	
			SH0000020768	LAW ENFORCEMENT SVCS/GRANT #PT1303-DUI STAKEOUT OPER. 12/10/12	$876.45	
			SH0000020788	LAW ENFORCEMENT SVCS/GRANT #PT1303-DISTR. DRIVING ENF. 1/8/13	$467.44	

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CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
COUNTY OF RIVERSIDE - RMAP	215916	02/11/2013	SH0000020766	LAW ENFORCEMENT SVCS/GRANT #PT1303-DISTR. DRIVING ENF. 12/3/12	$175.29	
			SH0000020765	LAW ENFORCEMENT SVCS/GRANT #PT1303-DUI WARRANT SWEEP 12/1/12	$7,252.97	
			SH0000020763	LAW ENFORCEMENT SVCS/GRANT #PT1303-PRIMARY COLLISION FACTOR ENF	$227.16	
			SH0000020761	LAW ENFORCEMENT SVCS/GRANT #PT1303-DUI SAT. PATROL 11/23/12	$1,041.90	
			SH0000020754	LAW ENFORCEMENT SVCS/GRANT #PT1303-DISTR. DRIVING ENF. 11/20/12	$292.15	
			SH0000020791	LAW ENFORCEMENT SVCS/GRANT #AL1387-AVOID THE 30 12/28/12	$993.31	
			SH0000020770	LAW ENFORCEMENT SVCS/GRANT #AL1387-AVOID THE 30 11/24/12	$1,079.01	
			SH0000020673	LAW ENFORCEMENT SVCS-SPECIAL BILLING/JAG GRANT 2009 BP #05	$2,018.88	
			SH0000020769	LAW ENFORCEMENT SVCS/GRANT #PT1303-PRIMARY COLLISION FACTOR ENF.	$701.16	
			SH0000020786	LAW ENFORCEMENT SVCS/GRANT #PT1303-DISTR. DRIVING ENF. 1/2/13	$345.66	
			Remit to:	MORENO VALLEY, CA	$34,299.14	$463,894.18
COUNTY OF RIVERSIDE SHERIFF	8460	02/11/2013	SH0000020571	CONTRACT LAW ENFORCEMENT BILLING #5 (10/18-11/14/12)	$2,564,279.37	
			Remit to:	RIVERSIDE, CA	$2,564,279.37	$24,367,138.96
COUNTY OF RIVERSIDE SHERIFF	8636	02/28/2013	SH0000020720	CONTRACT LAW ENFORCEMENT BILLING #6 (11/15/12-12/12/12)	$2,669,478.89	
			Remit to:	RIVERSIDE, CA	$2,669,478.89	$24,367,138.96

MV00196085

City of Moreno Valley

Payment Register

For Period 2/1/2013 through 2/28/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
EASTERN MUNICIPAL WATER DISTRICT	216034	02/19/2013	JAN-13 2/19/13	WATER CHARGES	$26,680.70	
			Remit to:	PERRIS, CA	$26,680.70	$1,070,558.3
EMPLOYMENT DEVELOPMENT DEPARTMENT	8679	02/08/2013	S130207	DEPOSIT OF STATE INCOME TAX WITHHELD	$46,423.42	
			Remit to:	WEST SACRAMENTO, CA	$46,423.42	$689,338.2
EMPLOYMENT DEVELOPMENT DEPARTMENT	8690	02/22/2013	S130221	DEPOSIT OF STATE INCOME TAX WITHHELD	$30,666.94	
			Remit to:	WEST SACRAMENTO, CA	$30,666.94	$689,338.20
ENCO UTILITY SERVICES MORENO VALLEY LLC	8577	02/19/2013	40-243B-09	WORK AUTHORIZATION #40-243B-DEC12	$330.62	
			0405-1-105R	DISTRIBUTION CHARGES 9/3-10/7/12	$251,373.37	
			40-270B-03	WORK AUTHORIZATION # 40-270	$149.74	
			0406-TEMP MF-084	TEMPORARY METERS & SERVICE FEES	$425.00	
			40-268A-05	WORK AUTHORIZATION #40-268A	$182.58	
			40-247B-03	WORK AUTHORIZATION 40-247 DEC12	$76.08	
			0405-MTS1-SP092	ELECTRIC METER CHARGES	$546.00	
			Remit to:	ANAHEIM, CA	$253,083.39	$1,583,716.66
FALCON ENGINEERING SERVICES, INC.	216105	02/25/2013	2012-07-A	ENGINEERING SERVICES - SR-60/MORENO BEACH PH I	$63,022.73	
			2012-05	ENGINEERING SERVICES - SR-60/NASON INTERCHANGE	$92,929.92	
			Remit to:	CORONA, CA	$155,952.65	$411,557.66
FR/CAL MORENO VALLEY, LLC	216146	02/25/2013	NANDINA	REFUND-REMAINING DEPOSIT-T&M FOR FIRE ADMIN, PLN CK & INSPECTNS	$33,728.77	

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City of Moreno Valley

Payment Register

For Period 2/1/2013 through 2/28/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	LOS ANGELES, CA	$33,728.77	$33,728.77
GLOBAL POWER GROUP, INC.	216018	02/11/2013	27118	CONSTRUCTION CONTRACT - EOC FAMILY CARE CENTER	$117,715.70	
			Remit to:	LAKESIDE, CA	$117,715.70	$117,715.70
HANSEN, ROBERT L.	215893	02/07/2013	02072013	RETIREMENT SETTLEMENT	$161,000.00	
			Remit to:	MORENO VALLEY, CA	$161,000.00	$161,279.78
HILLCREST CONTRACTING, INC	8486	02/11/2013	PB 22171	CONSTRUCTION CONTRACT - PERRIS BLVD. IMPROVEMENTS	$169,890.92	
			Remit to:	CORONA, CA	$169,890.92	$1,509,263.77
INTERNAL REVENUE SERVICE	8638	02/08/2013	F130207	DEPOSIT OF FEDERAL INCOME TAX WITHHELD	$175,966.03	
			Remit to:	SACRAMENTO, CA	$175,966.03	$2,282,927.89
INTERNAL REVENUE SERVICE	8691	02/22/2013	F130221	DEPOSIT OF FEDERAL INCOME TAX WITHHELD	$122,295.31	
			Remit to:	SACRAMENTO, CA	$122,295.31	$2,282,927.89
J D H CONTRACTING	8418	02/04/2013	011813-01	UPGRADE GOLF COURSE RESTROOM FOR ADA COMPLIANCE	$14,738.00	
			013113-01	ROOF REPLACEMENT-COTTONWOOD REC CTR	$10,338.00	
			Remit to:	RIVERSIDE, CA	$25,076.00	$98,386.90
LEAGUE OF CALIFORNIA CITIES-RIV CNTY DIV	215941	02/11/2013	126557	MEMBERSHIP DUES-2013	$34,799.60	
			Remit to:	SACRAMENTO, CA	$34,799.60	$34,899.60
MORENO VALLEY UTILITY	216052	02/19/2013	7013411-01/JAN13	ELECTRICITY-UTILITY FIELD OFFICE	$83.23	

City of Moreno Valley

Payment Register

For Period 2/1/2013 through 2/28/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
MORENO VALLEY UTILITY	216052	02/19/2013	FEB-13 2/19/13	ELECTRICITY	$48,001.21	
			Remit to:	HEMET, CA	$48,084.44	$556,463.2
MV RANCHO DORADO II LTD. PARTNERSHIP	8445	02/07/2013	W130203a	RANCHO DORADO SOUTH PROJECT PAYMENT #2	$600,000.00	
			Remit to:	PALM DESERT, CA	$600,000.00	$5,173,000.0
MV RANCHO DORADO II LTD. PARTNERSHIP	8446	02/07/2013	W130203b	RANCHO DORADO SOUTH PROJECT PAYMENT #2	$2,173,000.00	
			Remit to:	PALM DESERT, CA	$2,173,000.00	$5,173,000.00
NATIONWIDE RETIREMENT SOLUTIONS CP	8682	02/08/2013	NW457130207	DEFERRED COMP-457 & 401A	$27,253.34	
			Remit to:	COLUMBUS, OH	$27,253.34	$465,346.04
NATIONWIDE RETIREMENT SOLUTIONS CP	8687	02/22/2013	NW457130221	DEFERRED COMP-457 & 401A	$26,214.00	
			Remit to:	COLUMBUS, OH	$26,214.00	$465,346.04
NOBLE AMERICAS ENERGY SOLUTIONS	8622	02/25/2013	130390002804893	ELECTRIC ENERGY PURCHASE FOR MV UTILITY	$272,329.10	
			Remit to:	PASADENA, CA	$272,329.10	$2,288,805.65
PARSONS TRANSPORTATION GROUP, INC.	8637	02/28/2013	1301A851	ENGINEERING SERVICES - SR-60/NASON OVERCROSSING	$42,972.04	
			1301A852	ENGINEERING SERVICES - SR-60/MORENO BCH. PH I	$70,092.05	
			Remit to:	IRVINE, CA	$113,064.09	$864,435.45
PERS HEALTH INSURANCE	8566	02/12/2013	W130201	EMPLOYEE HEALTH INSURANCE	$209,623.24	
			Remit to:	SACRAMENTO, CA	$209,623.24	$1,585,732.95

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City of Moreno Valley

Payment Register

For Period 2/1/2013 through 2/28/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
PERS RETIREMENT	8443	02/01/2013	P130118	3235 - PERS RETIREMENT	$233,960.80	
			Remit to:	SACRAMENTO, CA	$233,960.80	$3,990,170.34
PERS RETIREMENT	8606	02/15/2013	P130201	PERS RETIREMENT	$232,479.79	
			Remit to:	SACRAMENTO, CA	$232,479.79	$3,990,170.34
POWELL CONSTRUCTORS, INC.	216151	02/28/2013	03	CONSTRUCTION CONTRACT - SR-60 MB PH I	$414,938.20	
			Remit to:	FONTANA, CA	$414,938.20	$650,608.77
PRICE FAMILY CHARITABLE TRUST	215999	02/11/2013	2ND/3RD QTR 2012	SALES TAX REIMBURSEMENT	$240,131.00	
			Remit to:	LA JOLLA, CA	$240,131.00	$505,937.00
R.I.C. CONSTRUCTION CO., INC.	8525	02/11/2013	45584	ANNEX 1 TENANT IMPROVEMENTS PROJECT SVCS	$269,916.39	
			Remit to:	HESPERIA, CA	$269,916.39	$886,312.57
SHELL ENERGY NORTH AMERICA (US) L.P.	8591	02/19/2013	1164988	ELECTRIC ENERGY PURCHASE FOR MV UTILITY	$474,476.80	
			Remit to:	PHILADELPHIA, PA	$474,476.80	$4,307,172.80
SILVER CREEK INDUSTRIES, INC	215865	02/04/2013	15	RETENTION RELEASE PAYMENT-MORRISON PARK FIRE STATION PROJECT	$320,126.65	
			Remit to:	PERRIS, CA	$320,126.65	$2,469,608.69
SILVER CREEK INDUSTRIES, INC	215964	02/11/2013	15-2	RETENTION RELEASE PAYMENT-MORRISON PARK FIRE STATION PROJECT	$49,278.47	
			Remit to:	PERRIS, CA	$49,278.47	$2,469,608.69
SOCO GROUP, INC	8425	02/04/2013	681730	FUEL FOR CITY VEHICLES & EQUIPMENT	$4,657.10	
			682828	FUEL FOR CITY VEHICLES & EQUIPMENT	$7,302.14	

City of Moreno Valley

Payment Register

For Period 2/1/2013 through 2/28/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
SOCO GROUP, INC	8425	02/04/2013	683830	FUEL FOR CITY VEHICLES & EQUIPMENT	$4,261.19	
			684706	FUEL FOR CITY VEHICLES & EQUIPMENT	$7,478.62	
			685263	FUEL FOR CITY VEHICLES & EQUIPMENT	$7,369.33	
			683421	FUEL FOR CITY VEHICLES & EQUIPMENT	$5,826.02	
			Remit to:	PERRIS, CA	$36,894.40	$252,208.6[illegible]
SOUTHERN CALIFORNIA EDISON 1	215967	02/11/2013	7500262537	WDAT CHARGES-IRIS AVE. LOCATION	$2,860.84	
			7500262538	WDAT CHARGES-GRAHAM ST. LOCATION	$6,277.09	
			7500262540	WDAT CHARGES-NANDINA AVE. LOCATION	$2,647.31	
			7500262541	WDAT CHARGES-FREDERICK AVE. LOCATION	$1,932.21	
			7500262542	WDAT CHARGES-SUBSTATION 115KV INTERCONNECTION	$10,447.31	
			7500262539	WDAT CHARGES-GLOBE ST. LOCATION	$7,239.33	
			Remit to:	ROSEMEAD, CA	$31,404.09	$2,002,624.83
SOUTHERN CALIFORNIA EDISON 1	215968	02/11/2013	11062012	ENGINEERING DEPOSIT - NASON/CACTUS TO FIR	$120,000.00	
			Remit to:	RIALTO, CA	$120,000.00	$2,002,624.83
SOUTHERN CALIFORNIA EDISON 1	216061	02/19/2013	JAN-13 2/19/13	ELECTRICITY	$108,487.00	
			707-6081 JAN-13	ELECTRICITY	$365.33	
			Remit to:	ROSEMEAD, CA	$108,852.33	$2,002,624.83
SOUTHERN CALIFORNIA EDISON 1	216123	02/25/2013	JAN-13 2/25/13	ELECTRICITY	$62,288.61	
			Remit to:	ROSEMEAD, CA	$62,288.61	$2,002,624.83

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City of Moreno Valley

Payment Register

For Period 2/1/2013 through 2/28/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
SULLY- MILLER CONTRACTING CO., INC.	215976	02/11/2013	8-SMC	CONSTRUCTION CONTRACT - CACTUS/NASON	$1,745,404.52	
			Remit to:	BREA, CA	$1,745,404.52	$15,126,166.99
THINK TOGETHER, INC	216125	02/25/2013	111000-12/13-6	ASES PROGRAM MANAGEMENT SERVICES	$444,467.51	
			Remit to:	LOS ANGELES, CA	$444,467.51	$2,708,833.11
U.S. BANK/CALCARDS	8444	02/05/2013	W130202	CALCARD PAYMENT FOR CYCLE END 1/28/13	$142,636.32	
			Remit to:	ST. LOUIS, MO	$142,636.32	$1,412,388.68
WELLS FARGO CORPORATE TRUST	8692	02/20/2013	W130205	DEBT SERVICE-SPECIAL TAXES	$949,718.81	
			Remit to:	LOS ANGELES, CA	$949,718.81	$5,907,666.90
TOTAL AMOUNTS OF $25,000 OR GREATER					**$15,997,184.81**	

MV00196091

City of Moreno Valley

Payment Register

For Period 2/1/2013 through 2/28/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
452ND AIR MOBILITY WING	216072	02/19/2013	02112013	AWARDS BANQUET 2013-C DIST 4	$40.00	
			Remit to:	MARCH ARB, CA	$40.00	$105.0
ABILITY COUNTS, INC	215806	02/04/2013	ACI19717	LANDSCAPE MAINT-CFD#1-DEC12	$2,065.00	
			Remit to:	CORONA, CA	$2,065.00	$14,105.0
ACCESS SECURITY CONTROLS INT., INC.	215894	02/11/2013	12-3770	ALARM SVC-ERC	$75.00	
			Remit to:	TEMECULA, CA	$75.00	$575.00
ACTION DOOR REPAIR CORP.	215807	02/04/2013	84936	DOOR REPAIRS-FS#6	$480.00	
			Remit to:	HUNTINGTON PARK, CA	$480.00	$8,425.38
ACTION DOOR REPAIR CORP.	216150	02/25/2013	84992	SAFETY EDGE REPLACED-FIRE STN 91-WO121385	$1,451.31	
			Remit to:	HUNTINGTON PARK, CA	$1,451.31	$8,425.38
ADAMS, MARK L.	8560	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	REDLANDS, CA	$318.73	$2,231.11
ADLERHORST INTERNATIONAL INC.	215895	02/11/2013	17772	MONTHLY K-9 TRAINING-DUKE-DEC12	$141.67	
			17774	MONTHLY K-9 TRAINING-IVAN-DEC12	$141.67	
			17773	MONTHLY K-9 TRAINING-OZZI-DEC12	$141.67	
			Remit to:	RIVERSIDE, CA	$425.01	$4,670.93
ADLERHORST INTERNATIONAL INC.	216022	02/19/2013	17899	MONTHLY K-9 TRAINING-DUKE-JAN13	$141.67	
			17900	MONTHLY K-9 TRAINING-OZZI-JAN13	$141.67	
			17901	MONTHLY K-9 TRAINING-IVAN-JAN13	$141.67	
			Remit to:	RIVERSIDE, CA	$425.01	$4,670.93

Item No. A.4

MV00196092

City of Moreno Valley

Payment Register

For Period 2/1/2013 through 2/28/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
ADMINSURE	216023	02/19/2013	6216	WORKERS' COMP CLAIMS ADMIN	$2,600.00	
			6169	WORKERS' COMP CLAIMS ADMIN	$2,600.00	
			Remit to:	DIAMOND BAR, CA	$5,200.00	$23,400.00
ADVANCE REFRIGERATION & ICE SYSTEMS, INC	8404	02/04/2013	3284-35956	ICE MACHINE MAINT-FIRE STN 2	$195.00	
			3284-35947	ICE MACHINE MAINT-FIRE STN 65	$195.00	
			3284-35946	ICE MACHINE MAINT-FIRE STN 6	$195.00	
			3284-35957	ICE MACHINE MAINT-FIRE STN 91	$195.00	
			Remit to:	RIVERSIDE, CA	$780.00	$5,443.52
ADVANCE REFRIGERATION & ICE SYSTEMS, INC	8450	02/11/2013	3284-35966	ICE MACHINE MAINT-PSB	$195.00	
			3284-36029	ICE MACHINE MAINT-CRC	$195.00	
			3284-35955	ICE MACHINE MAINT-SENIOR CNTR	$195.00	
			3284-35967	ICE MACHINE MAINT-FIRE STN 48	$195.00	
			3284-36027	ICE MACHINE MAINT-CITY YARD	$290.00	
			3284-36037	REFRIGERATION REPAIRS-FIRE STN 91	$1,477.44	
			3284-36034	ICE MACHINE MAINT-FIRE STN 58	$195.00	
			3284-36033	ICE MACHINE MAINT-TOWNGATE CNTR	$195.00	
			Remit to:	RIVERSIDE, CA	$2,937.44	$5,443.52
ADVANCE REFRIGERATION & ICE SYSTEMS, INC	215808	02/04/2013	3284-36203	ICE MACHINE REPAIRS-CITY YARD	$578.20	
			Remit to:	RIVERSIDE, CA	$578.20	$5,443.52

City of Moreno Valley
Payment Register
For Period 2/1/2013 through 2/28/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
ADVANCE REFRIGERATION & ICE SYSTEMS, INC	215896	02/11/2013	36028	ICE MACHINE REPAIRS-PSB	$195.00	
			Remit to:	RIVERSIDE, CA	$195.00	$5,443.5
ADVANCED ELECTRIC	215809	02/04/2013	10570	ELECTRICAL WIRING CONCEAL-COUNCIL CHAMBERS	$449.00	
			Remit to:	RIVERSIDE, CA	$449.00	$19,872.75
ADVANCED ELECTRIC	215897	02/11/2013	10673	ELECTRICAL REPAIRS-CITY HALL	$127.00	
			Remit to:	RIVERSIDE, CA	$127.00	$19,872.75
ADVANTAGE BUSINESS EQUIPMENT, INC	215898	02/11/2013	16196	WYCOM ANNUAL MAINTENANCE & SUPPORT-2/6/13>2/16/14	$629.30	
			Remit to:	SAN DIEGO, CA	$629.30	$1,292.61
ADVANTAGE GRAPHICS AND PROMOTIONS	216094	02/25/2013	10249	PRINTING-B&S ADMINISTRATIVE CITATIONS	$1,393.96	
			Remit to:	CAPISTRANO BEACH, CA	$1,393.96	$3,713.70
AEI-CASC ENGINEERING	215810	02/04/2013	0028933	PLAN CHECK SVCS-PWQMP	$2,148.13	
			Remit to:	COLTON, CA	$2,148.13	$21,496.00
AEROTEK	215899	02/11/2013	OP03919253	TEMPORARY STAFFING-ERP-PAYROLL	$903.29	
			OP03935039	TEMPORARY STAFFING-ERP-PAYROLL	$984.81	
			Remit to:	CHICAGO, IL	$1,888.10	$14,856.62
ALBERT A. WEBB ASSOCIATES	216095	02/25/2013	124157	LABORATORY TESTING - BSMW WATER QUALITY TESTING & ANALYSIS	$4,495.52	
			Remit to:	RIVERSIDE, CA	$4,495.52	$6,884.52

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number		Invoice Description	Amount	FYTD
ALL AMERICAN ASPHALT, INC.	215857	02/04/2013	158110		RETENTION RELEASE PAYMENT-DRACAEA AVE. SIDEWALK IMPRVMNT PROJECT	$19,366.74	
				Remit to:	CORONA, CA	$19,366.74	$1,602,525.59
ALLIANZ LIFE INSURANCE CO	216024	02/19/2013	130207		NON-EXEMPT ANNUITY	$75.00	
				Remit to:	PITTSBURGH, PA	$75.00	$600.00
ALPHA AUTOMATION	216149	02/25/2013	4505		DATA SERVICE FOR FUEL TANKS	$94.66	
				Remit to:	LOS ANGELES, CA	$94.66	$233.12
AMANDA BANUELOS	216005	02/11/2013	1003465		REFUND-CANCELLED SOFTBALL FIELD USE	$34.00	
				Remit to:	MORENO VALLEY, CA	$34.00	$34.00
AMERICAN FORENSIC NURSES	8451	02/11/2013	62640		BLOOD DRAW SERVICE	$700.00	
			62639		BLOOD DRAW SERVICE	$3,193.84	
				Remit to:	PALM SPRINGS, CA	$3,893.84	$40,392.32
AMERICAN FORENSIC NURSES	8568	02/19/2013	62617		BLOOD DRAW SERVICE	$71.08	
				Remit to:	PALM SPRINGS, CA	$71.08	$40,392.32
AMERICAN FORENSIC NURSES	8607	02/25/2013	62723		BLOOD DRAW SERVICE	$41.08	
			62698		BLOOD DRAW-POLICE	$2,300.48	
			62699		BLOOD DRAW-POLICE	$350.00	
				Remit to:	PALM SPRINGS, CA	$2,691.56	$40,392.32
AMERICAN TOWERS	216093	02/19/2013	1394855		MICROWAVE TOWER SPACE LEASE-TECH SVCS	$2,783.48	
				Remit to:	CHARLOTTE, NC	$2,783.48	$19,270.24

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
ANGELICA E. BAZAN	216084	02/19/2013	B1201663	REFUND-80% PERMIT FEE AND SB1473 TAX	$124.20	
			Remit to:	MORENO VALLEY, CA	$124.20	$124.2
ANGELIQUE WATTS	215876	02/04/2013	R12-055669	ANIMAL SERVICES REFUND	$20.00	
			Remit to:	MORENO VALLEY, CA	$20.00	$20.0
ANIMAL HEALTH AND SANITARY SUPPLY	215811	02/04/2013	26829	MISC SUPPLIES-ANIMAL SVCS	$445.55	
			Remit to:	RIVERSIDE, CA	$445.55	$1,653.83
ANIMAL PEST MANAGEMENT SERVICES, INC.	215812	02/04/2013	105572	PEST CONTROL SVCS-GOLF COURSE	$162.00	
			105552	PEST CONTROL SVCS-CFD#1	$144.00	
			105437	PEST CONTROL SVCS-MARCH FIELD CC	$90.00	
			105436	PEST CONTROL SVCS-MARCH FIELD	$300.00	
			105435	PEST CONTROL SVCS-CONTRACT AREAS	$229.50	
			105434	PEST CONTROL SVCS-CITY PARKS	$600.00	
			Remit to:	CHINO, CA	$1,525.50	$12,404.00
ANIMAL PEST MANAGEMENT SERVICES, INC.	216025	02/19/2013	106571	PEST CONTROL-MARCH FIELD CNTR	$90.00	
			106569	PEST CONTROL-SCE ESMNT/AQDCT/BIKEWAY	$229.50	
			106682	PEST CONTROL-CFD #1	$144.00	
			106570	PEST CONTROL-MARCH BALLFIELDS	$300.00	
			106568	PEST CONTROL-CITY PARKS	$600.00	
			106702	PEST CONTROL-GOLF COURSE	$162.00	

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			Remit to:	CHINO, CA	$1,525.50	$12,404.00
ANSARI, AHMAD	216073	02/19/2013	2/27-3/1/13	PER DIEM-LCC PW OFFICERS INSTITUTE	$177.50	
			Remit to:	CORONA, CA	$177.50	$177.50
ANTHONY VILLAREAL	215875	02/04/2013	R12-056104	REFUND-RABIES, S/N DEPOSITS	$95.00	
			Remit to:	REDLANDS, CA	$95.00	$95.00
ANTONIO GASTELUM	216091	02/19/2013	MV2120518001	REFUND-CITATION DISMISSED-CODE	$57.50	
			Remit to:	MORENO VALLEY, CA	$57.50	$57.50
ARCHIVE MANAGEMENT SERVICE	216096	02/25/2013	0200885	OFF-SITE STORAGE OF CITY RECORDS	$1,668.50	
			Remit to:	KING OF PRUSSIA, PA	$1,668.50	$11,848.59
ARROWHEAD WATER	8452	02/11/2013	03A0029648037	WATER PURIFY RNTL UNIT-FIRE STN 91	$24.77	
			03A0029115227	WATER PURIFY RNTL UNIT-SDA ANNEX	$26.93	
			03A0029115300	WATER PURIFY RNTL UNIT-FACILITIES ANNEX	$26.93	
			03A0029647997	WATER PURIFY RNTL UNIT-FIRE STN 58	$15.62	
			03A0029647971	WATER PURIFY RNTL UNIT-FIRE STN 2	$24.77	
			03A0029647948	WATER PURIFY RNTL UNIT-FIRE STN 48	$24.77	
			03A0029648052	WATER PURIFY RNTL UNIT-FIRE STN 65	$26.93	
			03A0029115144	WATER PURIFY RNTL UNIT-LIBRARY	$24.77	
			03A0029115110	WATER PURIFY RNTL UNIT-CITY YARD	$53.85	
			03A0032389744	WATER PURIFY RNTL UNIT-FIRE STN 99	$24.77	
			03A0028990919	WATER PURIFY RNTL UNIT-CITY HALL	$134.63	
			03A0029647914	WATER PURIFY RNTL UNIT-FIRE STN 6	$24.77	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	LOUISVILLE, KY	$433.51	$4,644.0
ARROWHEAD WATER	8569	02/19/2013	03A0029115359	WATER PURIFY RNTL UNIT-CRC	$26.93	
			03A0032414377	WATER PURIFY RNTL UNIT-PSB	$25.32	
			03A0029115243	WATER PURIFY RNTL UNIT-TECH SVCS ANNEX	$26.93	
			03A0029115177	WATER PURIFY RNTL UNIT-ANIMAL SVCS	$59.25	
			03A0030878268	WATER PURIFY RNTL UNIT-EOC	$24.77	
			Remit to:	LOUISVILLE, KY	$163.20	$4,644.05
ARTHUR HUANG DDS INC	216004	02/11/2013	13005083	REFUND DUPLICATE PAYMENT CITATION	$31.00	
			Remit to:	MORENO VALLEY, CA	$31.00	$31.00
ASCE-AMERICAN SOCIETY OF CIVIL ENGINEERS	215813	02/04/2013	2013 MEMBERSHIP	MEMBERSHIP RENEWAL-ERIC C. LEWIS	$280.00	
			Remit to:	BALTIMORE, MD	$280.00	$280.00
ASSESSOR-COUNTY CLERK RECORDER	215814	02/04/2013	OCTOBER 2012	RECORDING FEES-NSP DOCS	$247.00	
			Remit to:	RIVERSIDE, CA	$247.00	$353.37
AT&T/MCI	215901	02/11/2013	4025395	LANDLINE PHONE SVC FOR GTF SATELITE OFFICE	$184.92	
			Remit to:	CAROL STREAM, IL	$184.92	$1,473.32
AUTOMOTIVE RENTALS, INC.	215878	02/04/2013	MVP43928	REFUND-CODE ADMIN CITATION	$54.50	
			Remit to:	MOUNT LAUREL, NJ	$54.50	$54.50
AXIS APPAREL	8405	02/04/2013	12202012	YOUTH/ADULT SPORT UNIFORMS-RECREATION	$7,649.39	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	MORENO VALLEY, CA	$7,649.39	$21,129.93
BACHER, GRACE	215993	02/11/2013	130201	RETIREE MED FEB '13-ADJ FOR JAN OVERPMT	$192.13	
			Remit to:	HEMET, CA	$192.13	$2,104.51
BAKER & TAYLOR	215815	02/04/2013	4010321023	MISC E-BOOK-LIBRARY	$26.99	
			Remit to:	ATLANTA, GA	$26.99	$5,011.95
BAUTISTA, JOSEPH C.	8453	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	FONTANA, CA	$318.73	$2,231.11
BELMUDES, DEBRA	8454	02/11/2013	130201	JAN-FEB '13, PD FEB '13	$637.46	
			Remit to:	MORENO VALLEY, CA	$637.46	$637.46
BEMUS LANDSCAPE, INC.	8406	02/04/2013	238218	LANDSCAPE MAINT-ANIMAL SVCS	$468.00	
			238213	LANDSCAPE MAINT-MVU	$432.00	
			238217	LANDSCAPE MAINT-PSB	$1,077.83	
			238214	LANDSCAPE MAINT-TOWNGATE CNTR	$180.00	
			238215	LANDSCAPE MAINT-TOWNGATE BIKE AQDCT	$735.00	
			238211	LANDSCAPE MAINT-CRC	$1,710.00	
			238216	LANDSCAPE MAINT-MVU SUBSTN	$567.00	
			238210	LANDSCAPE MAINT-FORMER STARS BLDG	$260.00	
			238212	LANDSCAPE MAINT-LIBRARY	$468.00	
			238198	LANDSCAPE MAINT-N AQDCT	$473.00	
			238197	LANDSCAPE MAINT-S AQDCT B	$662.00	

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BEMUS LANDSCAPE, INC.	8406	02/04/2013	238343	LANDSCAPE MAINT-POORMANS RESERVOIR	$6,300.00	
			238209	LANDSCAPE MAINT-CITY YARD	$225.00	
			238199	LANDSCAPE MAINT-PAN AM/AQDCT	$540.00	
			238200	LANDSCAPE MAINT-SENIOR CNTR	$236.00	
			238201	LANDSCAPE MAINT-SCE/OLD LAKE DR	$1,575.00	
			238202	LANDSCAPE MAINT-PATRIOT PARK	$360.00	
			238203	LANDSCAPE MAINT-BAY/JFK AQDCT	$1,710.00	
			238204	LANDSCAPE MAINT-INDIAN/FILAREE/FAY BIKE AQDCT	$360.00	
			238205	LANDSCAPE MAINT-S AQDCT A	$765.50	
			Remit to:	SAN CLEMENTE, CA	$19,104.33	$145,592.80
BEMUS LANDSCAPE, INC.	8608	02/25/2013	239203	LANDSCAPE MAINT-PSB	$1,077.83	
			239183	LANDSCAPE MAINT-S AQDCT B	$662.00	
			239184	LANDSCAPE MAINT-N AQDCT	$473.00	
			239185	LANDSCAPE MAINT-PAN AM/AQDCT	$540.00	
			239186	LANDSCAPE MAINT-SENIOR CNTR	$236.00	
			239187	LANDSCAPE MAINT-SCE/OLD LAKE	$1,575.00	
			239188	LANDSCAPE MAINT-PATRIOT PARK	$360.00	
			239202	LANDSCAPE MAINT-MVU SUBSTN	$567.00	
			239201	LANDSCAPE MAINT-TOWNGATE BIKE AQDCT	$735.00	
			239189	LANDSCAPE MAINT-BAY/JFK AQDCT	$1,710.00	
			239204	LANDSCAPE MAINT-ANIMAL SVCS	$468.00	

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BEMUS LANDSCAPE, INC.	8608	02/25/2013	239200	LANDSCAPE MAINT-TOWNGATE CNTR	$180.00	
			239199	LANDSCAPE MAINT-MVU	$432.00	
			239197	LANDSCAPE MAINT-CRC	$1,710.00	
			239196	LANDSCAPE MAINT-FORMER STARS BLDG	$260.00	
			239195	LANDSCAPE MAINT-CITY YARD	$225.00	
			239191	LANDSCAPE MAINT-S AQDCT A	$765.50	
			239190	LANDSCAPE MAINT-INDIAN/FILAREE/FAY BIKE AQDCT	$360.00	
			Remit to:	SAN CLEMENTE, CA	$12,336.33	$145,592.80
BENESYST	8407	02/04/2013	0113148	FSA ADMIN COSTS	$436.13	
			0113287	COBRA ADMIN FEE	$282.40	
			Remit to:	MINNEAPOLIS, MN	$718.53	$3,600.00
BIO-TOX LABORATORIES	215902	02/11/2013	26246	BLOOD DRAW TOXICOLOGY ANALYSIS	$8,651.60	
			26245	BLOOD DRAW TOXICOLOGY ANALYSIS	$2,704.37	
			Remit to:	RIVERSIDE, CA	$11,355.97	$85,461.36
BITETTO TOW & SERVICE CENTER, INC.	216026	02/19/2013	0010679	TOWING SERVICE FOR PD MOTORCYCLE	$305.95	
			Remit to:	ANAHEIM, CA	$305.95	$305.95
BLAIR, CHERYL	215858	02/04/2013	JAN-2013	INSTRUCTOR SVCS-BELLY DANCING CLASS	$27.00	
			Remit to:	RIVERSIDE, CA	$27.00	$189.00
BONLAJOR DBA DUKE SERVICE COMPANY	215816	02/04/2013	240402	REPAIR SVCS-BUNN COFEE MAKER-FS#91	$209.14	
			Remit to:	ANAHEIM, CA	$209.14	$209.14

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BOX SPRINGS MUTUAL WATER COMPANY	215903	02/11/2013	01242013	WATER USAGE ACCOUNT 721-1 - ZONE E-1	$84.09	
			Remit to:	MORENO VALLEY, CA	$84.09	$318.6
BOY SCOUTS OF AMERICA	216006	02/11/2013	1006235	REFUND-RENTAL DEPOSIT-CRC	$311.00	
			Remit to:	REDLANDS, CA	$311.00	$311.0
BRAUN BLAISING MCLAUGHLIN	215817	02/04/2013	14503	LEGAL SVCS-MVU	$3,180.75	
			Remit to:	SACRAMENTO, CA	$3,180.75	$52,014.11
BRAUN BLAISING MCLAUGHLIN	215904	02/11/2013	14528	LEGAL SVCS-STREETLIGHT RATE CASE-CASL	$238.00	
			14504	LEGAL SVCS-STREETLIGHT RATE CASE-CASL	$170.00	
			14527	LEGAL SVCS-MVU	$1,296.00	
			Remit to:	SACRAMENTO, CA	$1,704.00	$52,014.11
BREITKREUZ, THOMAS F.	215905	02/11/2013	130201	OCT-DEC '12 PD FEB '13	$956.19	
			Remit to:	REDLANDS, CA	$956.19	$2,868.57
BRIAN MARKER	216134	02/25/2013	3/4-3/8/13	PER DIEM-DUI SEMINAR	$200.00	
			Remit to:	MORENO VALLEY, CA	$200.00	$200.00
BRIDGET SCOTT	216012	02/11/2013	1002593	REFUND-CANCELLED CONTRACT CLASS	$5.00	
			Remit to:	MORENO VALLEY, CA	$5.00	$5.00
BRODART CO.	8408	02/04/2013	B2688343	MISC BOOKS-LIBRARY	$266.99	
			B2659006-A	MISC BOOKS-LIBRARY	$77.63	
			B2679625	MISC BOOKS-LIBRARY	$221.49	
			B2690102	MISC BOOKS-LIBRARY	$112.86	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
BRODART CO.	8408	02/04/2013	B2685195	MISC BOOKS-LIBRARY	$22.02	
			B2683930	MISC BOOKS-LIBRARY	$38.45	
			B2691443	MISC BOOKS-LIBRARY	$8.96	
			B2682511	MISC BOOKS-LIBRARY	$68.14	
			B2678467	MISC BOOKS-LIBRARY	$78.74	
			B2675690	MISC BOOKS-LIBRARY	$19.02	
			B2675679	MISC BOOKS-LIBRARY	$19.02	
			B2681290	MISC BOOKS-LIBRARY	$22.00	
			B2674046	MISC BOOKS-LIBRARY	$129.39	
			Remit to:	WILLIAMSPORT, PA	$1,084.71	$15,689.14
BRODART CO.	8570	02/19/2013	B2708159	MISC BOOKS-LIBRARY	$24.21	
			B2697960	MISC BOOKS-LIBRARY	$186.71	
			B2697959	MISC BOOKS-LIBRARY	$1,911.41	
			B2691896	MISC BOOKS-LIBRARY	$118.09	
			B2693935	MISC BOOKS-LIBRARY	$130.46	
			B2701233	MISC BOOKS-LIBRARY	$87.26	
			B2698527	MISC BOOKS-LIBRARY	$119.33	
			B2709613	MISC BOOKS-LIBRARY	$56.79	
			B2697961	MISC BOOKS-LIBRARY	$411.35	
			B2695777	MISC BOOKS-LIBRARY	$138.23	
			B2700338	MISC BOOKS-LIBRARY	$96.07	
			B2704085	MISC BOOKS-LIBRARY	$70.15	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
BRODART CO.	8570	02/19/2013	B2701232	MISC BOOKS-LIBRARY	$111.80	
			B2702719	MISC BOOKS-LIBRARY	$97.15	
			B2701234	MISC BOOKS-LIBRARY	$36.81	
			Remit to:	WILLIAMSPORT, PA	$3,595.82	$15,689.1
BUCKINGHAM, STAN	215906	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	TEMECULA, CA	$318.73	$2,231.11
BY HIS DESIGN, INC	215907	02/11/2013	5389	ATHLETIC APPAREL AWARDS	$364.56	
			Remit to:	SAN JACINTO, CA	$364.56	$958.92
CAIN, GREGORY	8455	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	TAMPA, FL	$318.73	$2,231.11
CALIFORNIA DELTA MECHANICAL, INC.	216085	02/19/2013	B1202006	REFUND-80% PERMIT FEE	$48.00	
			Remit to:	SPRING VALLEY, CA	$48.00	$48.00
CALIFORNIA FACILITY SPECIALTIES	216097	02/25/2013	692	REPLACED HEIGHT ADJUSTER-CRC BASKETBALL COURT	$1,850.00	
			Remit to:	SAN DIMAS, CA	$1,850.00	$2,625.00
CALIFORNIA UTILITIES EMERGENCY ASSOCIATION	215908	02/11/2013	1213096	MEMBERSHIP DUES-2012/13 (PRORATED)	$250.00	
			Remit to:	RANCHO CORDOVA, CA	$250.00	$250.00
CALPERS	215994	02/11/2013	FY12/13 CERBT	UNFUNDED RETIREE MED TRUST ACCT-SUCCESSOR AGENCY	$13,855.14	
			Remit to:	SACRAMENTO, CA	$13,855.14	$593,418.04

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CALPERS	215995	02/11/2013	FY12/13 PERS	UNFUNDED PERS RETIREMENT LIABILITY-SUCCESSOR AGENCY' EMPLOYEES	$4,461.90	
			Remit to:	SACRAMENTO, CA	$4,461.90	$593,418.04
CANNON PIANOS	215818	02/04/2013	2002	PIANO TUNED-CRC	$100.00	
			Remit to:	SAN BERNARDINO, CA	$100.00	$100.00
CANNON, ANA M.	8456	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	HASLET, TX	$318.73	$2,231.11
CANON BUSINESS SOLUTIONS, INC.	8457	02/11/2013	112150325	COPIER SVC-OCT 2012 TO DEC 2012	$24,412.09	
			Remit to:	BURLINGTON, NJ	$24,412.09	$77,893.46
CANON BUSINESS SOLUTIONS, INC.	8571	02/19/2013	112150326	COPIER SVC-OCT 2012 TO DEC 2012-POLICE	$2,205.57	
			Remit to:	BURLINGTON, NJ	$2,205.57	$77,893.46
CASTANEDA & ASSOCIATES	215819	02/04/2013	INV 1	PROF SVCS-FAIR HOUSING ACTION PLAN	$10,068.32	
			Remit to:	RIVERSIDE, CA	$10,068.32	$10,068.32
CEMEX	215820	02/04/2013	9425321986	PORTLAND CEMENT-MAIN/OPS	$421.58	
			Remit to:	PASADENA, CA	$421.58	$14,406.77
CEMEX	216027	02/19/2013	9425364295	PORTLAND CEMENT-MAIN/OPS	$545.18	
			Remit to:	ONTARIO, CA	$545.18	$14,406.77
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	215821	02/04/2013	03-0322429	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$45.00	
			04-0309508	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$32.50	
			03-0321995	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$90.00	

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CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	215821	02/04/2013	03-0321994	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$25.00	
			04-0309719	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$18.00	
			04-0309618	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$25.00	
			04-0309617	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$45.00	
			04-0309510	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$45.00	
			04-0309507	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$45.00	
			04-0309473	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$25.00	
			04-0309472	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$45.00	
			Remit to:	RIVERSIDE, CA	$440.50	$7,365.50
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	216028	02/19/2013	04-0310240	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$25.00	
			03-0323373	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$18.00	
			04-0310242	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$45.00	
			04-0310244	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$25.00	
			04-0310245	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$18.00	
			04-0310246	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$45.00	
			04-0310492	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$18.00	
			04-0310493	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$25.00	
			04-0310494	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$45.00	
			04-0310241	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$18.00	
			03-0323375	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$25.00	
			03-0323378	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$45.00	

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CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	216028	02/19/2013	04-0310237	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$18.00	
			04-0310236	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$45.00	
			04-0310235	PRE-EMPLOYMENT PHYSICAL/DRUG TEST	$25.00	
			Remit to:	RIVERSIDE, CA	$440.00	$7,365.50
CHANDLER ASSET MANAGEMENT, INC	216029	02/19/2013	12353	INVESTMENT MANAGEMENT SVCS-JAN13	$7,736.00	
			Remit to:	SAN DIEGO, CA	$7,736.00	$57,465.00
CHAPMAN, STEVE	215909	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	REDLANDS, CA	$318.73	$2,231.11
CHAPPELL, ISAAC	8458	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$2,231.11
CHRISTINA LARA	215939	02/11/2013	130124	SPOUSAL SUPPORT & ARREARS	$669.23	
			Remit to:	ENCINITAS, CA	$669.23	$10,707.68
CHRISTINA LARA	216049	02/19/2013	130207	SPOUSAL SUPPORT & ARREARS	$669.23	
			Remit to:	ENCINITAS, CA	$669.23	$10,707.68
CINTAS CORPORATION	8409	02/04/2013	150765037	UNIFORM RNTL SVC-ST SIGNS/STRIPING	$17.05	
			150769555	UNIFORM RNTL SVC-CFD #1	$14.25	
			150769551	UNIFORM RNTL SVC-ST SIGNS/STRIPING	$17.05	
			150769561	UNIFORM RNTL SVC-GOLF COURSE	$2.93	
			150769548	UNIFORM RNTL SVC-PARK MAINT	$52.72	
			150765047	UNIFORM RNTL SVC-GOLF COURSE	$2.93	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
CINTAS CORPORATION	8409	02/04/2013	150765041	UNIFORM RNTL SVC-CFD #1	$14.25	
			150765034	UNIFORM RNTL SVC-PARK MAINT	$52.72	
			150765036	UNIFORM RNTL SVC-TRAFFIC SIGNAL	$13.50	
			150760555	UNIFORM RNTL SVC-ST SIGNS/STRIPING	$17.05	
			150760554	UNIFORM RNTL SVC-TRAFFIC SIGNAL	$13.50	
			150756035	UNIFORM RNTL SVC-ST SIGNS/STRIPING	$17.05	
			150769550	UNIFORM RNTL SVC-TRAFFIC SIGNAL	$13.50	
			150756034	UNIFORM RNTL SVC-TRAFFIC SIGNAL	$13.50	
			Remit to:	ONTARIO, CA	$262.00	$11,337.59
CINTAS CORPORATION	8459	02/11/2013	150774040	UNIFORM RNTL SVC-TRAFFIC SIGNAL	$13.50	
			150778587	UNIFORM RNTL SVC-CFD #1	$14.25	
			150778580	UNIFORM RNTL SVC-PARK MAINT	$52.72	
			150774039	UNIFORM RNTL SVC-PURCHASING	$4.13	
			150774051	UNIFORM RNTL SVC-GOLF COURSE	$2.93	
			150774045	UNIFORM RNTL SVC-CFD #1	$14.25	
			150765035	UNIFORM RNTL SVC-PURCHASING	$4.13	
			150774041	UNIFORM RNTL SVC-ST SIGNS/STRIPING	$17.05	
			150778593	UNIFORM RNTL SVC-GOLF COURSE	$2.93	
			150778581	UNIFORM RNTL SVC-PURCHASING	$4.13	
			150774038	UNIFORM RNTL SVC-PARK MAINT	$52.72	
			150769549	UNIFORM RNTL SVC-PURCHASING	$4.13	
			Remit to:	ONTARIO, CA	$186.87	$11,337.59

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
CINTAS CORPORATION	8572	02/19/2013	150774049	UNIFORM RNTL SVC-CONCRETE MAINT	$16.23	
			150769556	UNIFORM RNTL SVC-ST SWEEPING	$9.33	
			150769557	UNIFORM RNTL SVC-DRAIN MAINT	$5.69	
			150769558	UNIFORM RNTL SVC-ST MAINT	$110.10	
			150769559	UNIFORM RNTL SVC-CONCRETE MAINT	$16.23	
			150769553	UNIFORM RNTL SVC-VEHICLE MAINT	$41.63	
			150769552	UNIFORM RNTL SVC-GRAFFITI RMVL	$15.81	
			150774042	UNIFORM RNTL SVC-GRAFFITI RMVL	$15.81	
			150774043	UNIFORM RNTL SVC-VEHICLE MAINT	$41.63	
			150774044	UNIFORM RNTL SVC-ST TREE MAINT	$15.81	
			150774046	UNIFORM RNTL SVC-ST SWEEPING	$9.33	
			150774047	UNIFORM RNTL SVC-DRAIN MAINT	$5.69	
			150769554	UNIFORM RNTL SVC-ST TREE MAINT	$15.81	
			150774048	UNIFORM RNTL SVC-ST MAINT	$110.10	
			150783096	UNIFORM RNTL SVC-TRAFFIC SIGNAL	$13.50	
			150778582	UNIFORM RNTL SVC-TRAFFIC SIGNAL	$13.50	
			150778583	UNIFORM RNTL SVC-ST SIGNS/STRIPING	$17.05	
			150783094	UNIFORM RNTL SVC-PARK MAINT	$52.72	
			150783101	UNIFORM RNTL SVC-CFD #1	$14.25	
			150783107	UNIFORM RNTL SVC-GOLF COURSE	$2.93	
			150783097	UNIFORM RNTL SVC-ST SIGNS/STRIPING	$17.05	
			Remit to:	ONTARIO, CA	$560.20	$11,337.59

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
CINTAS CORPORATION	8609	02/25/2013	150778589	UNIFORM RNTL SVC-DRAIN MAINT	$5.69	
			150778591	UNIFORM RNTL SVC-CONCRETE MAINT	$16.23	
			150765044	UNIFORM RNTL SVC-ST MAINT	$110.10	
			150778590	UNIFORM RNTL SVC-ST MAINT	$132.60	
			150765043	UNIFORM RNTL SVC-DRAIN MAINT	$5.69	
			150765038	UNIFORM RNTL SVC-GRAFFITI RMVL	$15.81	
			150765039	UNIFORM RNTL SVC-VEHICLE MAINT	$41.63	
			150778588	UNIFORM RNTL SVC-ST SWEEPING	$9.33	
			150783098	UNIFORM RNTL SVC-GRAFFITI RMVL	$15.81	
			150783099	UNIFORM RNTL SVC-VEHICLE MAINT	$41.63	
			150783100	UNIFORM RNTL SVC-ST TREE MAINT	$15.81	
			150783095	UNIFORM RNTL SVC-PURCHASING	$4.13	
			150783102	UNIFORM RNTL SVC-ST SWEEPING	$9.33	
			150765040	UNIFORM RNTL SVC-ST TREE MAINT	$15.81	
			150787677	UNIFORM RNTL SVC-FACILITIES	$18.13	
			150787670	UNIFORM RNTL SVC-VEHICLE MAINT	$41.63	
			150787671	UNIFORM RNTL SVC-ST TREE MAINT	$15.81	
			150787673	UNIFORM RNTL SVC-ST SWEEPING	$9.33	
			150787674	UNIFORM RNTL SVC-DRAIN MAINT	$5.69	
			150787675	UNIFORM RNTL SVC-ST MAINT	$116.52	
			150787676	UNIFORM RNTL SVC-CONCRETE MAINT	$16.23	
			150778585	UNIFORM RNTL SVC-VEHICLE MAINT	$41.63	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
CINTAS CORPORATION	8609	02/25/2013	150783104	UNIFORM RNTL SVC-ST MAINT	$110.10	
			150765045	UNIFORM RNTL SVC-CONCRETE MAINT	$16.23	
			150783103	UNIFORM RNTL SVC-DRAIN MAINT	$5.69	
			150783106	UNIFORM RNTL SVC-FACILITIES	$18.13	
			150778592	UNIFORM RNTL SVC-FACILITIES	$18.13	
			150756044	UNIFORM RNTL SVC-FACILITIES	$18.13	
			150778586	UNIFORM RNTL SVC-ST TREE MAINT	$15.81	
			150751562	UNIFORM RNTL SVC-FACILITIES	$18.13	
			150787666	UNIFORM RNTL SVC-PURCHASING	$4.13	
			150787669	UNIFORM RNTL SVC-GRAFFITI RMVL	$15.81	
			150783105	UNIFORM RNTL SVC-CONCRETE MAINT	$16.23	
			150778584	UNIFORM RNTL SVC-GRAFFITI RMVL	$15.81	
			150765042	UNIFORM RNTL SVC-ST SWEEPING	$9.33	
			Remit to:	ONTARIO, CA	$986.23	$11,337.59
CMRTA - CA MUNICIPAL REVENUE & TAX ASSOC	215910	02/11/2013	2013 MEMBERSHIP	ANNUAL MEMBERSHIP DUES	$75.00	
			Remit to:	WEST MENLO PARK, CA	$75.00	$75.00
COLONIAL SUPPLEMENTAL INSURANCE	215911	02/11/2013	7133069-0201420	SUPPLEMENTAL INSURANCE	$7,158.04	
			Remit to:	COLUMBIA, SC	$7,158.04	$49,764.29
COMMUNITY ASSISTANCE PROGRAM - CAP	8573	02/19/2013	NOV-2012	CAP FOOD PROGRAM-CDBG	$3,411.57	
			DEC-2012	CAP FOOD PROGRAM-CDBG	$2,496.86	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
COMMUNITY ASSISTANCE PROGRAM - CAP	8573	02/19/2013	OCT-2012	CAP FOOD PROGRAM-CDBG	$2,430.01	
			SEP-2012	CAP FOOD PROGRAM-CDBG	$2,270.12	
			Remit to:	MORENO VALLEY, CA	$10,608.56	$19,482.7
COMMUNITY HEALTH CHARITIES	215912	02/11/2013	130124	CHC CONTRIBUTIONS	$104.00	
			01302013	DONATION-2012 EMPLOYEE GIVING CAMPAIGN	$1,700.00	
			Remit to:	ANAHEIM, CA	$1,804.00	$3,828.00
COMMUNITY HEALTH CHARITIES	216030	02/19/2013	130207	CHC CONTRIBUTIONS	$94.00	
			Remit to:	ANAHEIM, CA	$94.00	$3,828.00
COSTCO	215822	02/04/2013	19320	VIZIO TELEVISION FOR FS#91	$986.81	
			19281	SNACK SUPPLIES FOR SKATE PARK	$220.97	
			19276	SNACKS SUPPLIES FOR "A CHILDS PLACE"	$469.60	
			Remit to:	MORENO VALLEY, CA	$1,677.38	$10,311.78
COSTCO	215913	02/11/2013	19296	MISC SUPPLIES-A CHILDS PLACE	$1,056.36	
			Remit to:	MORENO VALLEY, CA	$1,056.36	$10,311.78
COSTCO	216098	02/25/2013	19348	MISC SUPPLIES-SKATE PARK	$287.20	
			Remit to:	MORENO VALLEY, CA	$287.20	$10,311.78
COUNSELING TEAM, THE	215823	02/04/2013	20600	EMPLOYEE SUPPORT SERVICES	$1,250.00	
			20680	EMPLOYEE SUPPORT SVCS-HR	$1,250.00	
			20526	MANDATORY HARASSMENT PREVENTION TRAINING	$600.00	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	SAN BERNARDINO, CA	$3,100.00	$13,100.00
COUNSELING TEAM, THE	216099	02/25/2013	20784	EMPLOYEE ASSISTANCE PRGRM-HR	$1,250.00	
			Remit to:	SAN BERNARDINO, CA	$1,250.00	$13,100.00
COUNTRY SQUIRE ESTATES	215914	02/11/2013	DEC 2012	REFUND-UUT FOR EXEMPT RESIDENTS	$63.82	
			JAN 2013	REFUND-UUT FOR EXEMPT RESIDENTS	$57.51	
			Remit to:	ONTARIO, CA	$121.33	$687.74
COUNTY OF RIVERSIDE - RMAP	215824	02/04/2013	01242013	NOE FILING FEE - DELPHINIUM SIDEWALK IMPROVEMENTS	$50.00	
			Remit to:	RIVERSIDE, CA	$50.00	$463,894.18
COUNTY OF RIVERSIDE - RMAP	215825	02/04/2013	01-23-13	HEALTH PERMIT & ONSITE EVALUATION-COMM. PARK SNACK BAR	$353.00	
			Remit to:	RIVERSIDE, CA	$353.00	$463,894.18
COUNTY OF RIVERSIDE - RMAP	215915	02/11/2013	9990085000-1212	RADIO COMM. SERVICES FOR PD MOTORCYCLES	$983.50	
			Remit to:	RIVERSIDE, CA	$983.50	$463,894.18
COUNTY OF RIVERSIDE - RMAP	215917	02/11/2013	9990023000-1210a	INFRASTRUCTURE ENGINEERING SERVICES	$63.22	
			Remit to:	RIVERSIDE, CA	$63.22	$463,894.18
COUNTY OF RIVERSIDE - RMAP	215996	02/11/2013	SH0000020626	LAW ENFORCEMENT-EXTRA DUTY/5K RACE & WALK 11/3/12	$329.95	
			Remit to:	MORENO VALLEY, CA	$329.95	$463,894.18
COUNTY OF RIVERSIDE - RMAP	216100	02/25/2013	APR. 15-19, 2013	REGISTR. FEES FOR 6 OFFICERS-VEHICLE DYNAMICS (CRUSH) COURSE	$1,368.00	
			Remit to:	RIVERSIDE, CA	$1,368.00	$463,894.18

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
COUNTY OF RIVERSIDE 1	216074	02/19/2013	PU0000002698	JANITORIAL ITEMS FOR STATION EXPLORERS	$784.11	
			Remit to:	MORENO VALLEY, CA	$784.11	$5,999.3
CROSS WORD CHURCH	215867	02/04/2013	999764	REFUND-RENTAL DEPOSIT-CRC	$277.00	
			Remit to:	RIVERSIDE, CA	$277.00	$277.0
D & D SERVICES DBA D & D DISPOSAL, INC.	216101	02/25/2013	13142	ANIMAL REMOVAL-ANIMAL SVCS	$745.00	
			Remit to:	VALENCIA, CA	$745.00	$5,215.00
DALE, KATHLEEN	8461	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$2,231.11
DALLAS, MELY C.	8462	02/11/2013	130201	NOV-DEC '12 PD FEB '13	$176.00	
			Remit to:	SUN CITY, CA	$176.00	$440.00
DANIELLE CHEEMA	215879	02/04/2013	MV3120516020	REFUND-CODE ADMIN CITATION	$115.00	
			Remit to:	MORENO VALLEY, CA	$115.00	$115.00
DATA TICKET, INC.	8410	02/04/2013	44184	ADMIN CITATION PROCESSING-NOV12-B&S	$373.50	
			44184TPC	ADMIN CITATION PROCESSING-3RD PARTY COLLECTN-NOV12-B&S	$640.39	
			Remit to:	NEWPORT BEACH, CA	$1,013.89	$114,418.53
DATA TICKET, INC.	8463	02/11/2013	44671	CITATION PROCESSING SVCS-DEC12	$2,081.83	
			44185	CITATION PROCESSING SVCS-NOV12	$2,204.84	
			43730	CITATION PROCESSING SVCS-OCT12	$2,278.64	
			Remit to:	NEWPORT BEACH, CA	$6,565.31	$114,418.53

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DATA TICKET, INC.	8610	02/25/2013	44669TPC	ADMIN CITATION PROCESSING-ANIMAL SVCS-DEC12	$138.77	
			Remit to:	NEWPORT BEACH, CA	$138.77	$114,418.53
DATA TICKET, INC.	8611	02/25/2013	44669	ADMIN CITATION PROCESSING-ANIMAL SVCS-DEC12	$760.98	
			Remit to:	NEWPORT BEACH, CA	$760.98	$114,418.53
DATAQUICK CORPORATE HEADQUARTERS	215918	02/11/2013	B1-2109642	ON-LINE SOFTWARE SUBSCRIPTION-POP UNIT-DEC12	$130.50	
			Remit to:	LOS ANGELES, CA	$130.50	$1,044.00
DATAQUICK CORPORATE HEADQUARTERS	216102	02/25/2013	B1-2119162	ON-LINE SOFTWARE SUBSCRIPTION-POP UNIT-JAN13	$130.50	
			Remit to:	LOS ANGELES, CA	$130.50	$1,044.00
DAVID RETTICH	216143	02/25/2013	302	DEPOSIT-BAND PERFORMANCE-7/4/13 CELEBRATION	$1,000.00	
			Remit to:	LOS ANGELES, CA	$1,000.00	$1,000.00
DEARREADER.COM	216031	02/19/2013	315388	RENEWAL-ANNUAL SUBSCRIPTION TO ONLINE BOOK CLUBS	$600.00	
			Remit to:	SARASOTA, FL	$600.00	$600.00
DEBINAIRE COMPANY	216103	02/25/2013	138869	REBUILT BOILER CIRCULATING PUMPS-PSB	$1,300.00	
			Remit to:	CORONA, CA	$1,300.00	$2,474.98
DEBORAH HARING	215884	02/04/2013	MV3121102045	REFUND-CODE ADMIN CITATION	$47.50	
			Remit to:	RIVERSIDE, CA	$47.50	$47.50
DELTA DENTAL OF CALIFORNIA	8464	02/11/2013	BE000483882	EMPLOYEE DENTAL INSURANCE	$10,967.61	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	SAN FRANCISCO, CA	$10,967.61	$82,215.0
DELTACARE USA	216032	02/19/2013	5170774	EMPLOYEE DENTAL INSURANCE	$5,494.43	
			Remit to:	LOS ANGELES, CA	$5,494.43	$45,633.8
DENNIS GRUBB & ASSOCIATES, LLC	8465	02/11/2013	1174	PLAN CHECK REVIEW SVCS-FIRE PREVENTION	$7,075.00	
			Remit to:	MIRA LOMA, CA	$7,075.00	$82,875.00
DENNIS GRUBB & ASSOCIATES, LLC	8612	02/25/2013	1177	PLAN REVIEW SVCS-FIRE PREVENTION	$7,535.00	
			Remit to:	MIRA LOMA, CA	$7,535.00	$82,875.00
DEPARTMENT OF ENVIRONMENTAL HEALTH	216075	02/19/2013	7/4/13 PERMIT	TEMPORARY FOOD PERMIT-4TH OF JULY FOOD VENDORS	$333.00	
			Remit to:	RIVERSIDE, CA	$333.00	$25,033.21
DHA CONSULTING	216033	02/19/2013	12-1106	DUE DILIGENCE REVIEW-E AB 26	$240.00	
			Remit to:	LONG BEACH, CA	$240.00	$240.00
DIGITAL TELECOMMUNICATIONS CORP.	8574	02/19/2013	14045	RADIO-TELE COMMUNICATION ITEMS	$18,096.00	
			Remit to:	VAN NUYS, CA	$18,096.00	$18,096.00
DLS LANDSCAPE, INC	8411	02/04/2013	13751	LANDSCAPE MAINT-ZONE A-JAN13	$10,230.00	
			13750	LANDSCAPE MAINT-CFD#1-JAN13	$2,160.00	
			Remit to:	REDLANDS, CA	$12,390.00	$99,120.00
DLS LANDSCAPE, INC	8575	02/19/2013	13808	LANDSCAPE MAINT-ZONE A	$10,230.00	
			13807	LANDSCAPE MAINT-CFD #1	$2,160.00	
			Remit to:	REDLANDS, CA	$12,390.00	$99,120.00

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
DMC DESIGN GROUP, INC	8576	02/19/2013	2013-002	CONSULTING SERVICES, CONTRACT ADMIN - NASON/CACTUS	$5,795.00	
			Remit to:	CORONA, CA	$5,795.00	$71,143.34
DMC DESIGN GROUP, INC	8613	02/25/2013	2013-015	CONSULTING SERVICES, CONTRACT ADMIN. - CACTUS/NASON	$7,472.50	
			Remit to:	CORONA, CA	$7,472.50	$71,143.34
DORY, ALLEEN F.	215919	02/11/2013	130201	RETIREE MED FEB '13-ADJ FOR JAN OVERPMT	$66.65	
			Remit to:	HEMET, CA	$66.65	$1,422.59
DURAN, BLANCA	215859	02/04/2013	JAN-2013	INSTRUCTOR SVCS-FOLKLORIC DANCE CLASS	$42.00	
			Remit to:	MORENO VALLEY, CA	$42.00	$1,134.00
DUVAL, ROBERTA	216135	02/25/2013	3/1-3/3/13	PER DIEM & MILEAGE-2013 STATE CERT CONFERENCE	$249.03	
			Remit to:	SUN CITY, CA	$249.03	$1,903.13
E2I NET DESIGN, LLC	8467	02/11/2013	MV13001	SOFTWARE DESIGN & MODIFICATIONS-MVPD DATA COMMAND POST	$3,500.00	
			Remit to:	MENIFEE, CA	$3,500.00	$11,845.00
EASTERN MUNICIPAL WATER DISTRICT	215826	02/04/2013	JAN-13 2/4/13	WATER CHARGES	$16,349.04	
			Remit to:	PERRIS, CA	$16,349.04	$1,070,558.39
EASTERN MUNICIPAL WATER DISTRICT	216035	02/19/2013	2013-0012	REFUND-PERMIT FEES-NASN/DRACEA BOOSTER STN	$2,087.00	
			Remit to:	PERRIS, CA	$2,087.00	$1,070,558.39
EASTERN MUNICIPAL WATER DISTRICT	216036	02/19/2013	16050	WATER SERVICE CONNECTION	$127.00	

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EASTERN MUNICIPAL WATER DISTRICT	216036	02/19/2013	15852	WATER SERVICE CONNECTION	$3,067.57	
			Remit to:	PERRIS, CA	$3,194.57	$1,070,558.3
EASTERN MUNICIPAL WATER DISTRICT	216104	02/25/2013	JAN-13 2/25/13	WATER CHARGES	$11,239.74	
			Remit to:	PERRIS, CA	$11,239.74	$1,070,558.3
EDGELANE MOBILE PARK	8468	02/11/2013	JAN 2013	REFUND-UUT FOR EXEMPT RESIDENTS	$10.93	
			Remit to:	LOS ANGELES, CA	$10.93	$127.98
EGGERSTEN, ANNE	215920	02/11/2013	130201	RETIREE MED FEB '13-ADJ FOR JAN OVERPMT	$190.43	
			Remit to:	RANCHO MIRAGE, CA	$190.43	$2,113.01
EMPIRE OFFICE MACHINES	216076	02/19/2013	89724	CLEAN/REPAIR TYPEWRITER-COUNCIL	$75.29	
			Remit to:	SAN BERNARDINO, CA	$75.29	$75.29
ENCO UTILITY SERVICES MORENO VALLEY LLC	8412	02/04/2013	40-263B-04	WORK AUTHORIZATION # 40-263B	$588.10	
			Remit to:	ANAHEIM, CA	$588.10	$1,583,716.66
ENCO UTILITY SERVICES MORENO VALLEY LLC	8469	02/11/2013	40-254B-08	ELECTRIC UTILITY FEES- CACTUS/NASON	$174.00	
			40-256B-08	ELECTRIC UTILITY FEES - CACTUS/NASON	$1,207.52	
			Remit to:	ANAHEIM, CA	$1,381.52	$1,583,716.66
ENCO UTILITY SERVICES MORENO VALLEY LLC	8614	02/25/2013	0402-MF-01413A	SOLAR METER INSTALLATIONS-22585 ALESSANDRO BVLD	$557.00	
			0402-MF-01396A	SOLAR METER INSTALLATIONS-13551 SOMERGATE DR	$474.00	
			40-279-03	WORK AUTHORIZATION # 40-279	$3,595.31	

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ENCO UTILITY SERVICES MORENO VALLEY LLC	8614	02/25/2013	0402-MF-01422A	SOLAR METER INSTALLATIONS-26973 STORRIE DR	$633.00	
			0402-MF-01394A	SOLAR METER INSTALLATIONS-28440 KEATON DR	$474.00	
			0405-MTS1-SP094	ELECTRIC METER CHARGES	$4,349.00	
			0406-TEMP MF-085	ELECTRIC METER CHARGES-DIAMOND POWER	$605.00	
			0402-MF-01421A	SOLAR METER INSTALLATIONS-29800 EUCALYPTUS AVE	$557.00	
			0402-MF-01393A	SOLAR METER INSTALLATIONS-13442 PRANCER LN	$474.00	
			0402-MF-01395A	SOLAR METER INSTALLATIONS-28340 KEATON DR	$474.00	
			0402-MF-01378A	SOLAR METER INSTALLATIONS-26841 CLAYSTONE	$580.00	
			40-272-06	WORK AUTHORIZATION # 40-272	$1,055.07	
			0402-MF-01436A	SOLAR METER INSTALLATIONS-27409 DELPHINIUM AVE	$633.00	
			0402-MF-01434A	SOLAR METER INSTALLATIONS-26753 BUCKEYE TERRACE	$633.00	
			0402-MF-01423A	SOLAR METER INSTALLATIONS-15328 LA CASA DR	$633.00	
			0402-MF-01435A	SOLAR METER INSTALLATIONS-13611 SOMERGATE DR	$633.00	
			Remit to:	ANAHEIM, CA	$16,359.38	$1,583,716.66
ERICA CRUZ	215881	02/04/2013	999356	REFUND-CANCELLED CONTRACT CLASS	$42.00	
			Remit to:	MORENO VALLEY, CA	$42.00	$42.00

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
ESGIL CORPORATION	215828	02/04/2013	12123231	B&S PLAN CHECK SVCS-DEC12	$888.80	
			Remit to:	SAN DIEGO, CA	$888.80	$2,445.0
EVANS ENGRAVING & AWARDS	8413	02/04/2013	121013-3	NAME BADGES-RECREATIONAL TRAILS BOARD	$103.68	
			Remit to:	MORENO VALLEY, CA	$103.68	$1,438.9
EVANS ENGRAVING & AWARDS	8470	02/11/2013	121812-12	EMPLOYEE PLAQUE-CEDD	$30.17	
			Remit to:	MORENO VALLEY, CA	$30.17	$1,438.92
EVELYN LOUISE ACOSTA	215877	02/04/2013	MV97477	REFUND-CODE ADMIN CITATION	$6.00	
			Remit to:	SAN BERNARDINO, CA	$6.00	$6.00
EXCEL LANDSCAPE, INC	215829	02/04/2013	75356	LANDSCAPE MAINT-ZONE E-7	$2,777.17	
			Remit to:	CORONA, CA	$2,777.17	$76,637.67
EXCEL LANDSCAPE, INC	215921	02/11/2013	75363	LANDSCAPE MAINT-WQCB	$7,325.78	
			Remit to:	CORONA, CA	$7,325.78	$76,637.67
EXCEL LANDSCAPE, INC	216037	02/19/2013	75499	LANDSCAPE MAINT-ZONE E-7	$2,777.17	
			75506	LANDSCAPE MAINT-WQB	$7,325.78	
			Remit to:	CORONA, CA	$10,102.95	$76,637.67
FAIR HOUSING COUNCIL OF RIV CO, INC.	8471	02/11/2013	5 NOV 2012 (LT)	LANDLORD-TENANT MEDIATION PROGRAM-CDBG	$1,426.26	
			Remit to:	RIVERSIDE, CA	$1,426.26	$36,488.74
FAIRFIELD, CAROL	215922	02/11/2013	130201	JAN-FEB '13 PD FEB '13	$637.46	
			Remit to:	RIVERSIDE, CA	$637.46	$637.46

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FAMILY SERVICE ASSOCIATION	216038	02/19/2013	03-16-13	REGIS-13TH ANNUAL CHILD DEVT. CONF-10 ATTENDEES	$585.00	
			Remit to:	MORENO VALLEY, CA	$585.00	$585.00
FEENSTRA, JOHN	8472	02/11/2013	130201	RETIREE MED FEB '13	$361.25	
			Remit to:	REDLANDS, CA	$361.25	$2,528.75
FEHR & PEERS	215891	02/04/2013	85035	PROFESSIONAL CONSULTANT SVCS-DEC12	$1,244.37	
			Remit to:	RIVERSIDE, CA	$1,244.37	$1,244.37
FIDEL CASTANEDA	216007	02/11/2013	1001843	REFUND-RENTAL DEPOSIT-CRC	$503.15	
			Remit to:	MENTONE, CA	$503.15	$503.15
FIRST AMERICAN CORE LOGIC, INC.	215830	02/04/2013	80666809	ACCESS TO "REALQUEST" ONLINE-IMAGING	$300.00	
			80686796	ACCESS TO "REALQUEST" ONLINE	$170.00	
			80666811a	ACCESS TO "REALQUEST" ONLINE	$170.00	
			80666811	ACCESS TO "REALQUEST" ONLINE	$170.00	
			80686796a	ACCESS TO "REALQUEST" ONLINE	$170.00	
			80686755	ACCESS TO "REALQUEST" ONLINE-IMAGING	$300.00	
			Remit to:	DALLAS, TX	$1,280.00	$5,120.00
FIRST CHOICE SERVICES	8414	02/04/2013	515449	EMPLOYEE PAID COFFEE SVC-CITY HALL	$124.65	
			517009	EMPLOYEE PAID COFFEE SVC-CITY HALL	$72.35	
			515446	EMPLOYEE PAID COFFEE SVC-CITY HALL	$148.09	
			515450	EMPLOYEE PAID COFFEE SVC-CITY HALL	$61.67	
			515448	EMPLOYEE PAID COFFEE SVC-CITY HALL	$189.52	

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FIRST CHOICE SERVICES	8414	02/04/2013	517007	EMPLOYEE PAID COFFEE SVC-CITY HALL	$178.93	
			515447	EMPLOYEE PAID COFFEE SVC-CITY HALL	$31.38	
			517005	EMPLOYEE PAID COFFEE SVC-CITY HALL	$115.18	
			517008	EMPLOYEE PAID COFFEE SVC-CITY HALL	$153.66	
			517006	EMPLOYEE PAID COFFEE SVC-CITY HALL	$26.72	
			Remit to:	ONTARIO, CA	$1,102.15	$5,883.21
FIRST CHOICE SERVICES	8473	02/11/2013	518831	EMPLOYEE PAID COFFEE SVC-CITY HALL	$170.66	
			518830	EMPLOYEE PAID COFFEE SVC-CITY HALL	$232.61	
			518829	EMPLOYEE PAID COFFEE SVC-CITY HALL	$57.24	
			518828	EMPLOYEE PAID COFFEE SVC-CITY HALL	$182.97	
			518832	EMPLOYEE PAID COFFEE SVC-CITY HALL	$139.28	
			Remit to:	ONTARIO, CA	$782.76	$5,883.21
FIRST CHOICE SERVICES	8578	02/19/2013	518818	EMPLOYEE PAID COFFEE SVC-CRC	$53.95	
			518820	EMPLOYEE PAID COFFEE SVC-CITY YARD	$73.76	
			Remit to:	ONTARIO, CA	$127.71	$5,883.21
FIRST INDUSTRIAL REALTY TRUST	216145	02/25/2013	SAN MICHELE	REFUND-REMAINING DEPOSIT-T&M FOR FIRE ADMIN, PLN CK & INSPECTNS	$15,830.55	
			Remit to:	EL SEGUNDO, CA	$15,830.55	$15,830.55
FIRST LEGAL NETWORK, LLC	215923	02/11/2013	112440	DELIVERY SVCS OF COURT FILINGS-TEAGUE V. COMV	$347.67	
			Remit to:	LOS ANGELS, CA	$347.67	$749.07
FITNESS 19 CA 155 11C	215924	02/11/2013	121227	GYM MEMBERSHIP DEDUCTIONS	$199.00	

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FITNESS 19 CA 155 11C	215924	02/11/2013	130124	GYM MEMBERSHIP DEDUCTIONS	$187.00	
			Remit to:	MORENO VALLEY, CA	$386.00	$1,395.00
FOSTER, NANCY A.	8474	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	GRASS VALLEY, CA	$318.73	$2,231.11
FOSTER, ZACHARY F.	8475	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	GRASS VALLEY, CA	$318.73	$1,593.65
FRANCHISE TAX BOARD	215925	02/11/2013	130124	GARNISHMENT	$122.03	
			Remit to:	SACRAMENTO, CA	$122.03	$3,825.53
FRANCHISE TAX BOARD	216039	02/19/2013	130207	GARNISHMENT	$122.03	
			Remit to:	SACRAMENTO, CA	$122.03	$3,825.53
FRANCIS HOLLOWAY	216086	02/19/2013	RCT#0316002	REFUND-CERT CLASS REGIS FEE	$30.00	
			Remit to:	MORENO VALLEY, CA	$30.00	$30.00
FRANKLIN, L. C.	216077	02/19/2013	JAN-13 MILEAGE	MILEAGE REIMBURSEMENT	$213.57	
			Remit to:	PERRIS, CA	$213.57	$1,198.71
FRAZEE INDUSTRIES, INC	215831	02/04/2013	9530501067692	GRAFFITI REMOVAL PRODUCTS	$840.59	
			9530501073880	GRAFFITI REMOVAL PRODUCTS	$302.98	
			Remit to:	LOS ANGELES, CA	$1,143.57	$4,589.50
FRESQUEZ, HANNAH	216106	02/25/2013	013113	SPORTS OFFICIATING SVCS-SOFTBALL	$60.00	
			Remit to:	MORENO VALLEY, CA	$60.00	$200.00
G/M BUSINESS INTERIORS, INC.	215926	02/11/2013	0092650-IN	FURNITURE RENTAL-CITY HALL CARPETING	$2,660.13	

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			Remit to:	RIVERSIDE, CA	$2,660.13	$145,362.5
G/M BUSINESS INTERIORS, INC.	216040	02/19/2013	0092940-IN	FREESTANDING DESK FOR RON MATTHEWS	$1,558.49	
			Remit to:	RIVERSIDE, CA	$1,558.49	$145,362.5
GENERAL SECURITY SERVICES, INC.	215832	02/04/2013	172839	SECURITY SVCS-MVU	$122.72	
			Remit to:	WILMINGTON, CA	$122.72	$36,317.46
GENERAL SECURITY SERVICES, INC.	215927	02/11/2013	172970	SECURITY SVCS-CRC	$306.80	
			172886	SECURITY SVCS-MVU	$153.40	
			Remit to:	WILMINGTON, CA	$460.20	$36,317.46
GENERAL SECURITY SERVICES, INC.	216041	02/19/2013	172884	SECURITY SVCS-CRC SPECIAL EVENTS	$230.10	
			172885	SECURITY SVCS-CRC SPECIAL EVENTS	$76.70	
			172888	SECURITY SVCS-LIBRARY	$122.72	
			172971	SECURITY SVCS-LIBRARY	$245.44	
			172887	SECURITY SVCS-SENIOR CTR	$214.76	
			Remit to:	WILMINGTON, CA	$889.72	$36,317.46
GENERAL SECURITY SERVICES, INC.	216107	02/25/2013	173029	SECURITY SVCS-LIBRARY	$122.72	
			Remit to:	WILMINGTON, CA	$122.72	$36,317.46
GFOA-GOVERNMENT FINANCE OFFICERS ASSOC.	215997	02/11/2013	FY11/12 APP. FEE	APPLICATION FEE FOR FY2011-2012 CERT OF ACHIEVEMENT AWARD PROG.	$580.00	
			Remit to:	CHICAGO, IL	$580.00	$580.00
GIBBS, GIDEN, LOCHER, TURNER & SENET LLP	8415	02/04/2013	217590-004	PROFESSIONAL LEGAL SERVICES - ANNUAL ADA COMPLIANT CURB UPGRADES	$388.00	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	LOS ANGELES, CA	$388.00	$81,030.48
GIBBS, GIDEN, LOCHER, TURNER & SENET LLP	8476	02/11/2013	217590-002	PROFESSIONAL LEGAL SERVICES - DAY ST. STORM DRAIN IMPRVMNTS.	$851.30	
			218460-001	LEGAL SERVICES	$788.00	
			Remit to:	LOS ANGELES, CA	$1,639.30	$81,030.48
GOLD ARC INC., DBA. PASCO DOORS	216019	02/11/2013	5816J	SINGLE SLIDER DOOR FURNISHED & INSTALLED AT PUBLIC SAFETY BLDG.	$7,019.00	
			Remit to:	POMONA, CA	$7,019.00	$7,019.00
GONZALES, DOMILENA R.	8477	02/11/2013	130201	NOV-DEC '12 PD FEB '13	$637.46	
			Remit to:	MORENO VALLEY, CA	$637.46	$1,912.38
GORM INC.	215928	02/11/2013	197720	JANITORIAL SUPPLIES-CITY PARKS	$241.06	
			Remit to:	ONTARIO, CA	$241.06	$891.21
GOZDECKI, DAN	8615	02/25/2013	FEB-2013 ADULT	INSTRUCTOR SVCS-KUNG FU CLASS	$108.00	
			FEB-2013 YOUTH	INSTRUCTOR SVCS-KUNG FU CLASS	$432.00	
			Remit to:	MORENO VALLEY, CA	$540.00	$4,061.40
GRIFFIN, MARLENE C	8478	02/11/2013	130201	RETIREE MED FEB '13-ADJ FOR JAN OVERPMT	$192.13	
			Remit to:	GREEN VALLEY, AZ	$192.13	$2,104.51
GRUBE, PATTY	216078	02/19/2013	1-24-13/2-7-13	MILEAGE REIMBURSEMENT	$36.16	
			12/10/12 MILEAGE	MILEAGE REIMBURSEMENT	$8.88	
			Remit to:	MORENO VALLEY, CA	$45.04	$85.00
GUARDSMARK	8416	02/04/2013	110822	SECURITY SVCS-CITY HALL	$357.20	

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			Remit to:	RANCHO CUCAMONGA, CA	$357.20	$12,885.9
GUARDSMARK	8479	02/11/2013	5305119	SECURITY SVCS-CITY HALL	$267.90	
			Remit to:	RANCHO CUCAMONGA, CA	$267.90	$12,885.9
GUARDSMARK	8616	02/25/2013	5306121	SECURITY SVCS-CITY HALL	$357.20	
			Remit to:	RANCHO CUCAMONGA, CA	$357.20	$12,885.99
GUILLAN, REBECCA S.	8480	02/11/2013	130201	JAN '13 PD FEB '13	$297.45	
			Remit to:	ADVANCE, NC	$297.45	$1,949.31
GUTIERREZ, ROBERT	8481	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	LA VERNE, CA	$318.73	$2,231.11
GWEN JENKINS	215870	02/04/2013	R13-057594	ANIMAL SERVICES REFUND	$67.00	
			Remit to:	IRVINE, CA	$67.00	$67.00
HAMLIN, WILLIAM R.	8482	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	BEAUMONT, CA	$318.73	$2,231.11
HANES, MARTIN D.	8483	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$2,231.11
HARDING, JOHN	215929	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	BANNING, CA	$318.73	$2,231.11
HATFIELD, CHARLES	8484	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	LAS VEGAS, NV	$318.73	$2,231.11

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
HATZL-PATTERSON, NINA MICHELE	216137	02/25/2013	1/30-2/1/13	PER DIEM-LCC 2013 CITY MANAGERS DEPT MEETING	$177.50	
			Remit to:	RIVERSIDE, CA	$177.50	$177.50
HDR ENGINEERING, INC.	215833	02/04/2013	40095-B	PROFESSIONAL ENGINEERING SERVICES, CACTUS/NASON	$2,920.25	
			43885-B	PROFESSIONAL ENGINEERING SERVICES - CACTUS/NASON	$474.50	
			Remit to:	IRVINE, CA	$3,394.75	$3,913.31
HEALD, DENA	216138	02/25/2013	2/20-2/22/13	PER DIEM & HOTEL/AIRPORT PARKING REIMB.-CSMFO 2013 ANNUAL CONF.	$597.56	
			Remit to:	CORONA, CA	$597.56	$803.92
HEFFLEY, ROSS W.	8485	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	HEMET, CA	$318.73	$2,231.11
HERRICK, ROBERT D.	215931	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$2,231.11
HETHERMAN, ANTHONY CHRISTOPHER	8617	02/25/2013	3/5-3/8/13	PER DIEM & MILEAGE-CPRS CONFERENCE	$201.90	
			Remit to:	TEMECULA, CA	$201.90	$201.90
HODGE PRODUCTS, INC.	8487	02/11/2013	0303053-IN	LOCKS FOR CITY PARKS	$298.57	
			Remit to:	EL CAJON, CA	$298.57	$298.57
HOGARD, JOHN T.	8488	02/11/2013	130201	OCT-NOV '12 PD FEB '13	$350.00	
			Remit to:	CORONA, CA	$350.00	$1,300.00
HOLT, ANITRA N	215932	02/11/2013	130201	RETIREE MED FEB '13	$318.73	

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			Remit to:	CLERMONT, FL	$318.73	$318.7
HONDA YAMAHA OF REDLANDS	8489	02/11/2013	11297	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES	$815.12	
			4034	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES	$1,435.49	
			Remit to:	REDLANDS, CA	$2,250.61	$20,128.35
HONDA YAMAHA OF REDLANDS	216108	02/25/2013	5672	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES	$300.68	
			Remit to:	REDLANDS, CA	$300.68	$20,128.35
HOUSER, EDITH E.	215933	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$2,231.11
HUNSAKER & ASSOCIATES, INC.	215834	02/04/2013	12080308	PLAN CHECK REVIEW SVCS-PM36449	$784.00	
			12100337	CONSULTING, SURVEY - PERRIS BLVD. WIDENING	$18,220.00	
			Remit to:	IRVINE, CA	$19,004.00	$72,685.00
HUNSAKER & ASSOCIATES, INC.	216109	02/25/2013	12110095	CONSULTING SERVICES, SURVEY - PERRIS/RAMONA TO CACTUS	$2,208.00	
			Remit to:	IRVINE, CA	$2,208.00	$72,685.00
HUNTINGTON BEACH HONDA	215934	02/11/2013	12028168	REPAIR PARTS & LABOR-PD TRAFFIC MOTORCYCLE	$966.94	
			12028169	REPAIR PARTS & LABOR-PD TRAFFIC MOTORCYCLE	$10,505.67	
			Remit to:	HUNTINGTON BEACH, CA	$11,472.61	$11,472.61
ICMA RETIREMENT CORP	8680	02/08/2013	DC457130207	DEFERRED COMP-457	$9,725.80	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	BALTIMORE, MD	$9,725.80	$147,914.90
ICMA RETIREMENT CORP	8685	02/22/2013	DC457130221	DEFERRED COMP-457	$10,012.70	
			Remit to:	BALTIMORE, MD	$10,012.70	$147,914.90
ICR DOORS	8490	02/11/2013	531	MAINT. OF 6 ROLL-UP DOORS & 2 AUTO GATES-FS#58	$150.00	
			Remit to:	UPLAND, CA	$150.00	$6,448.97
ICR DOORS	8618	02/25/2013	530	MAINT. OF ROLL-UP DOORS-FS#65	$90.00	
			Remit to:	UPLAND, CA	$90.00	$6,448.97
IDLA, INC.	215935	02/11/2013	11012.12312	WAYFINDING/WELCOME SIGNAGE	$1,253.75	
			Remit to:	RIVERSIDE, CA	$1,253.75	$3,110.00
ING USA ANNUITY & LIFE INSURANCE CO.	216042	02/19/2013	130207	NON-EXEMPT ANNUITY	$325.00	
			Remit to:	DES MOINES, IA	$325.00	$3,125.00
INLAND EMPIRE PROPERTY SERVICE, INC	8417	02/04/2013	3128	WEED ABATEMENT SVCS-EQUESTRIAN CTR	$274.00	
			3125	ABATEMENT SVCS-APN 487-470-013,023	$3,500.00	
			Remit to:	MORENO VALLEY, CA	$3,774.00	$45,082.99
INSIDE PLANTS, INC.	216043	02/19/2013	45844	PLANT MAINTENANCE-CRC	$320.00	
			Remit to:	CORONA, CA	$320.00	$2,560.00
IT'S A PARTY	216008	02/11/2013	BL#24040-YR2013	REFUND PROCESSING FEE BUSINESS CLOSED	$61.00	
			Remit to:	NORWALK, CA	$61.00	$61.00
J D H CONTRACTING	8491	02/11/2013	020213-02	INSTALL NEW COMMERCIAL GLUE DOWN CARPET ON STAGE-GOLF CTR	$2,340.00	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
J D H CONTRACTING	8491	02/11/2013	020213-03	FABRICATE AND INSTALL ADA HANDRAIL-GOLF CTR	$763.00	
			020213-01	INSTALL 2 SETS OF CLOSURES & PUSH-PULL PLATES-GATEWAY PRK	$185.00	
			Remit to:	RIVERSIDE, CA	$3,288.00	$98,386.9
J D H CONTRACTING	8579	02/19/2013	020813-01	INSTALL 12 MURALS ONTO CRC WALLS	$4,060.00	
			Remit to:	RIVERSIDE, CA	$4,060.00	$98,386.90
J D H CONTRACTING	8619	02/25/2013	021913-01	FABRICATE AND INSTALL GATE SCREENS @ FS#58	$890.00	
			Remit to:	RIVERSIDE, CA	$890.00	$98,386.90
JACK HENRY & ASSOCIATES	215835	02/04/2013	1311519	PROFIT STARS MONTHLY SERVICE FEES	$40.10	
			Remit to:	MONETT, MO	$40.10	$2,092.00
JACK HENRY & ASSOCIATES	216044	02/19/2013	1353696	PROFIT STARS MONTHLY SERVICE FEES	$308.45	
			Remit to:	MONETT, MO	$308.45	$2,092.00
JANNEY & JANNEY ATTORNEY SVCS, INC.	215936	02/11/2013	IEC212191217-01	DELIVERY SVCS OF COURT FILINGS	$70.00	
			IEP210311510-01	DELIVERY SVCS OF COURT FILINGS	$100.00	
			IEP210311526-01	DELIVERY SVCS OF COURT FILINGS	$100.00	
			Remit to:	RIVERSIDE, CA	$270.00	$870.00
JANNEY & JANNEY ATTORNEY SVCS, INC.	216110	02/25/2013	00130133036	MONTHLY RETAINER-DELIVERY OF COURT FILINGS-FEB13	$75.00	
			00121233036	MONTHLY RETAINER-DELIVERY OF COURT FILINGS-JAN13	$75.00	
			Remit to:	RIVERSIDE, CA	$150.00	$870.00

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
JDEDGE SOFTWARE, LLC	8419	02/04/2013	294	HR & PAYROLL DATA CONVERSION INTO NEW ERP	$5,610.00	
			Remit to:	KRUGERVILLE, TX	$5,610.00	$204,666.90
JDEDGE SOFTWARE, LLC	8492	02/11/2013	299	HR & PAYROLL DATA CONVERSION INTO NEW ERP	$3,190.00	
			Remit to:	KRUGERVILLE, TX	$3,190.00	$204,666.90
JDEDGE SOFTWARE, LLC	8580	02/19/2013	300	HR & PAYROLL DATA CONVERSION INTO NEW ERP	$2,625.00	
			Remit to:	KRUGERVILLE, TX	$2,625.00	$204,666.90
JEFF MCNEAL PRODUCTIONS, LLC	216139	02/25/2013	300	DEPOSIT-BAND PERFORMANCE-7/4/13 CELEBRATION	$375.00	
			Remit to:	TEMECULA, CA	$375.00	$375.00
JESSICA HERNANDEZ	215885	02/04/2013	1000316	REFUND-CANCELLED CONTRACT CLASS	$106.00	
			Remit to:	MORENO VALLEY, CA	$106.00	$106.00
JOHN KENTON	216087	02/19/2013	RCT#0322643	REFUND-CERT CLASS REGIS FEE	$15.00	
			Remit to:	RIVERSIDE, CA	$15.00	$15.00
JOHN W. STRICKLER	8545	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	SAN BERNARDINO, CA	$318.73	$1,912.38
JONES, SUSAN	8493	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$2,231.11
JORGE MENESES	216140	02/25/2013	2/20-2/21/13	PER DIEM-STREET SURVIVAL SEMINAR/SAN DIEGO	$100.00	
			Remit to:	MORENO VALLEY, CA	$100.00	$100.00

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JORRY KEITH	215860	02/04/2013	JAN-2013	INSTRUCTOR SVCS-COMIC BOOK CREATION CLASS	$96.00	
			Remit to:	FONTANA, CA	$96.00	$720.0
JOSE MORALES	215886	02/04/2013	MV2120615003	REFUND-CODE ADMIN CITATION	$407.50	
			Remit to:	PERRIS, CA	$407.50	$407.5
JOSEPH SILLA	216013	02/11/2013	BL#23721-YR2013	REFUND OVERPAYMENT FOR B/L #23721	$60.00	
			Remit to:	YORBA LINDA, CA	$60.00	$60.00
JTB SUPPLY CO., INC.	8420	02/04/2013	95551	BATTERY BACKUP SERVICE CABINET	$8,296.75	
			Remit to:	ORANGE, CA	$8,296.75	$52,300.60
JTB SUPPLY CO., INC.	216045	02/19/2013	95607	TRAFFIC SIGNAL SUPPLIES-P44 CABINET FILTERS	$1,782.00	
			Remit to:	ORANGE, CA	$1,782.00	$52,300.60
JUAN CARLOS MORALES	215887	02/04/2013	C09026	REFUND-CODE ADMIN CITATION	$102.10	
			Remit to:	MORENO VALLEY, CA	$102.10	$102.10
JULIEANN STEWART-CLEAVELAND	215889	02/04/2013	01-24-13 REIMB	REIMBURSEMENT-JULY 4TH EXPENSES	$410.09	
			Remit to:	MORENO VALLEY, CA	$410.09	$410.09
KEPLER, JANELLE	8581	02/19/2013	FEB-2013	INSTRUCTOR SVCS-CHEERLEADING CLASSES	$476.00	
			Remit to:	RIVERSIDE, CA	$476.00	$3,444.00
KEVIN HENSON	216147	02/25/2013	1008874	REFUND-RENTAL DEPOSIT-CRC	$425.00	
			Remit to:	MORENO VALLEY, CA	$425.00	$425.00
KING, PATRICIA A.	215937	02/11/2013	130201	RETIREE MED FEB '13-ADJ FOR JAN OVERPMT	$150.04	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	LAS VEGAS, NV	$150.04	$1,778.68
KIP INCORPORATED	216046	02/19/2013	6927	INSTALLATION OF NEW ELECTRICAL CONDUITS	$7,367.25	
			6952	INSTALLATION OF NEW ELECTRICAL CONDUITS-RETENTION INVOICE	$387.75	
			Remit to:	MURRIETA, CA	$7,755.00	$1,537,103.63
KOLB, CHARLES E.	8494	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$2,231.11
KOLLAR, KYLE	8495	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$2,231.11
KOSER, MATTHEW	216079	02/19/2013	2/25-3/8/13	PER DIEM-ICI MAJOR NARCOTICS INVESTIGATIONS COURSE	$500.00	
			Remit to:	MORENO VALLEY, CA	$500.00	$675.00
KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD	216047	02/19/2013	265322	LEGAL SERVICES-DEC12	$1,430.50	
			Remit to:	SACRAMENTO, CA	$1,430.50	$19,485.35
KUPSAK, STEVE	8496	02/11/2013	130201	JAN '13 PD FEB '13	$318.73	
			Remit to:	CEDAR GLEN, CA	$318.73	$2,549.84
KUSTOM SIGNALS, INC.	216111	02/25/2013	473226	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC RADAR GUNS	$410.95	
			Remit to:	KANSAS CITY, MO	$410.95	$2,035.75
KYLE, GARY M.	8497	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	PRESCOTT VALLEY, AZ	$318.73	$2,231.11

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LA FOLLETTE, JOHNSON, DE HAAS, FESLER & AMES	215938	02/11/2013	270426	LEGAL SERVICES-MV1208	$1,274.00	
			270425	LEGAL SERVICES-MV1221	$4,353.33	
			270427	LEGAL SERVICES-MV1216	$1,847.17	
			Remit to:	LOS ANGELES, CA	$7,474.50	$80,934.0
LAFATA, JOSEPHINE	8498	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$2,231.11
LANGENDORF, BENJAMIN	8499	02/11/2013	130201	JAN '13 PD FEB '14	$318.73	
			Remit to:	PERRIS, CA	$318.73	$1,848.24
LARRY GYLL	216136	02/25/2013	3/4-3/8/13	PER DIEM-NARCOTIC & SPECIALIZED UNIT SUPERVISOR COURSE	$250.00	
			Remit to:	MORENO VALLEY, CA	$250.00	$445.00
LATITUDE GEOGRAPHICS	215940	02/11/2013	201300083	GIS SOFTWARE & SERVICES-M1	$21,759.80	
			Remit to:	VICTORIA, BC	$21,759.80	$22,629.80
LA-Z-BOY FURNITURE GALLERIES	216048	02/19/2013	122-18708	RECLINERS 6 UNITS FOR FS#6	$4,281.93	
			Remit to:	RIVERSIDE, CA	$4,281.93	$8,424.73
LEAGUE OF CALIFORNIA CITIES-RIV CNTY DIV	216050	02/19/2013	1413	MEMBERSHIP DUES 2013-RIVERSIDE CO DIVISION	$100.00	
			Remit to:	SACRAMENTO, CA	$100.00	$34,899.60
LEICA GEOSYSTEMS, INC.	216112	02/25/2013	93415801	SCAN STATION MAINT. CONTRACT & FURNITURE/HARDWARE	$24,714.35	
			Remit to:	COSTA MESA, CA	$24,714.35	$24,714.35

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
LEIVAS, INC. DBA. LEIVAS LIGHTING	216020	02/11/2013	256	LANDSCAPE LIGHTING MAINT-ZONE-E3	$470.10	
			257	LANDSCAPE LIGHTING MAINT-ZONE-E7	$190.00	
			297	LANDSCAPE LIGHTING MAINT-ZONE-E3	$1,215.91	
			259	LANDSCAPE LIGHTING MAINT-ZONE E1	$142.50	
			258	LANDSCAPE LIGHTING MAINT-ZONE M	$95.00	
			260	LANDSCAPE LIGHTING MAINT-ZONE E2	$95.00	
			293	LANDSCAPE LIGHTING MAINT-ZONE-E3	$310.02	
			295	LANDSCAPE LIGHTING MAINT-ZONE E7	$173.73	
			Remit to:	RIVERSIDE, CA	$2,692.26	$2,692.26
LENTON, JOHN	216080	02/19/2013	2/25-3/1/13	PER DIEM-CELLULAR PHONE FORENSICS INVESTIGATIONS COURSE	$250.00	
			Remit to:	MORENO VALLEY, CA	$250.00	$250.00
LEONARD PROKOPIN	215888	02/04/2013	998885	REFUND-CANCELLED CONTRACT CLASS	$47.00	
			Remit to:	MORENO VALLEY, CA	$47.00	$47.00
LEWIS BRISBOIS BISGAARD & SMITH LLP	215942	02/11/2013	1123037	LEGAL SVCS-CASE#RIC533180 (NORTON)	$254.45	
			Remit to:	LOS ANGELES, CA	$254.45	$3,826.09
LEWIS, CAROLYN S.	8500	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	MIDLAND, TX	$318.73	$2,231.11
LEXISNEXIS PRACTICE MGMT.	8620	02/25/2013	1301082832	ONLINE LEGAL RESEARCH TOOLS-JAN13	$1,180.00	
			Remit to:	LOS ANGELES, CA	$1,180.00	$10,040.00
LIEBERT, CASSIDY, WHITMORE	215836	02/04/2013	159992	LEGAL SERVICES/MO140-00001	$2,220.00	

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LIEBERT, CASSIDY, WHITMORE	215836	02/04/2013	157789	LEGAL SERVICES/MO140-00010	$150.00	
			157788	LEGAL SERVICES/MO140-00001	$360.00	
			156676	LEGAL SERVICES/MO140-00009	$721.32	
			Remit to:	LOS ANGELES, CA	$3,451.32	$22,759.3
LIEBERT, CASSIDY, WHITMORE	215943	02/11/2013	02-14-13	WORKSHOP REGIS FEE-B. MONTGOMERY	$35.00	
			Remit to:	LOS ANGELES, CA	$35.00	$22,759.32
LIGHTHOUSE TREATMENT CENTER, INC.	216113	02/25/2013	JAN 2013	CASE MANAGEMENT CONSULTANT SVCS-CDBG	$3,600.00	
			Remit to:	ALTA LOMA, CA	$3,600.00	$3,600.00
LOGAN, CHARLES	8501	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	LAS VEGAS, NV	$318.73	$2,231.11
LONGDYKE, DENNIS	8502	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	BEAUMONT, CA	$318.73	$2,231.11
LUMLEY, ROBERT C.	8503	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$2,231.11
MALCOLM SMITH MOTORCYCLES, INC.	216051	02/19/2013	100030837	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES	$532.58	
			100037252	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES	$826.44	
			100030262	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES	$1,073.26	
			100032699	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES	$897.00	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
MALCOLM SMITH MOTORCYCLES, INC.	216051	02/19/2013	100012704	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES	$49.84	
			100029228	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES	$795.13	
			100033456	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES	$71.25	
			Remit to:	RIVERSIDE, CA	$4,245.50	$23,069.49
MARINA LANDSCAPE, INC	8504	02/11/2013	8216111203	ADDL. LANDSCAPE WORK-ZONE E-1A	$1,695.00	
			8216111201	LANDSCAPE MAINT-ZONE E-1 & E-1A-ADDL WORK-NOV12	$646.85	
			8216121200	LANDSCAPE MAINT-ZONE E-1 & E-1A-DEC12	$5,733.34	
			8216121201	IRRIGATION REPAIRS-ZONE E-1	$445.71	
			Remit to:	ANAHEIM, CA	$8,520.90	$67,306.32
MARINA LANDSCAPE, INC	8582	02/19/2013	8216011300	LANDSCAPE MAINT-ZONE E-1 & E-1A-JAN13	$5,733.34	
			Remit to:	ANAHEIM, CA	$5,733.34	$67,306.32
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	8421	02/04/2013	57950	LANDSCAPE MAINT-DSG2 BASE CHARGE-DEC12	$12,857.13	
			58150	LANDSCAPE MAINT-DSG2-ADDL WORK-DEC12	$336.53	
			57603	LANDSCAPE MAINT-DSG2-ADDL WORK-NOV12	$1,513.11	
			Remit to:	IRWINDALE, CA	$14,706.77	$104,245.27
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	8583	02/19/2013	58203	LANDSCAPE MAINT-DSG2 BASE CHARGE-JAN13	$12,857.13	

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MARIPOSA HORTICULTURAL ENTERPRISES, INC.	8583	02/19/2013	58417	LANDSCAPE MAINT-DSG2-ADDL WORK-JAN13	$219.29	
			Remit to:	IRWINDALE, CA	$13,076.42	$104,245.2
MARTHA BARRAGAN	216090	02/19/2013	1007175	REFUND-CANCELLED CONTRACT CLASS	$32.00	
			Remit to:	MORENO VALLEY, CA	$32.00	$32.0
MARTIN GONZALEZ	215882	02/04/2013	MV62338	REFUND-CODE ADMIN CITATION	$170.00	
			Remit to:	MORENO VALLEY, CA	$170.00	$170.00
MATHIS, NOLAN	8505	02/11/2013	130201	DEC '12 PD FEB '13	$279.80	
			Remit to:	JACKSON, KY	$279.80	$1,958.60
MAXINOSKI, SUE A.	8506	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	AVINGER, TX	$318.73	$2,231.11
MENGISTU, YESHIALEM	216081	02/19/2013	JAN-13 MILEAGE	MILEAGE REIMBURSEMENT	$129.39	
			Remit to:	MORENO VALLEY, CA	$129.39	$1,004.64
MEN'S DISTRICT	216010	02/11/2013	BL#24040-YR2013	REFUND OVERPAYMENT FOR B/L #24040	$66.65	
			Remit to:	MORENO VALLEY, CA	$66.65	$66.65
MERCHANTS LANDSCAPE SERVICES INC	8507	02/11/2013	39099	IRRIGATION REPAIRS-MV RANCH 6879-DEC12	$645.30	
			39098	IRRIGATION REPAIRS-ZONE E12-DEC12	$75.49	
			38989	LANDSCAPE MAINT-ZONE E3 & E3A-DEC12	$11,433.86	
			Remit to:	Santa Ana, CA	$12,154.65	$153,657.60
MERCHANTS LANDSCAPE SERVICES INC	8508	02/11/2013	38279	LANDSCAPE MAINT-ZONE E3 & E3A-SEPT12	$11,433.86	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
MERCHANTS LANDSCAPE SERVICES INC	8508	02/11/2013	38988	LANDSCAPE MAINT-ZONE E8,E12,E14,E15-DEC12	$6,765.97	
			Remit to:	MONTEREY PARK, CA	$18,199.83	$153,657.60
MERCHANTS LANDSCAPE SERVICES INC	8584	02/19/2013	39382	LANDSCAPE MAINT-ADDL WORK-ZONE E-12-JAN13	$184.41	
			39246	LANDSCAPE MAINT-ZONE E3 & E3A-JAN13	$11,433.86	
			39245	LANDSCAPE MAINT-ZONE E8,E12,E14,E15-JAN13	$6,765.97	
			Remit to:	Santa Ana, CA	$18,384.24	$153,657.60
MERCHANTS LANDSCAPE SERVICES INC	8585	02/19/2013	39383	LANDSCAPE MAINT-ADDL WORK-ZONE E3-JAN13	$1,257.69	
			Remit to:	MONTEREY PARK, CA	$1,257.69	$153,657.60
MERIT STEEL AND SUPPLY	215872	02/04/2013	BL#04372/YR2012	REFUND- BUSINESS LICENSE OVERPAYMENT	$45.50	
			Remit to:	HUNTINGTON BEACH, CA	$45.50	$45.50
MESSIN, LOUIS	8509	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	BULLHEAD CITY, AZ	$318.73	$2,231.11
MEYERS, ROBERT	215861	02/04/2013	JAN-2013	INSTRUCTOR SVCS-PHOTOGRAPHY CLASS	$90.60	
			Remit to:	MORENO VALLEY, CA	$90.60	$1,122.60
MICHAEL KAAKE CONSTRUCTION	216011	02/11/2013	BL#25628/YR2013	REFUND BUSINESS LICENSE OVERPAYMENT	$78.50	
			Remit to:	MURRIETA, CA	$78.50	$78.50
MILES, ROBERT	8510	02/11/2013	130201	RETIREE MED FEB '13-ADJ FOR JAN OVERPMT	$66.65	
			Remit to:	MORENO VALLEY, CA	$66.65	$1,422.59

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
MIN LI	216009	02/11/2013	ACCT# 7009641-07	SOLAR INCENTIVE REBATE	$12,406.50	
			Remit to:	MORENO VALLEY, CA	$12,406.50	$12,406.5
MINARD, MARK E.	8511	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	REDLANDS, CA	$318.73	$2,231.1
MINH TRAN	216015	02/11/2013	CIT# 13005087	REFUND-FALSE ALARM CITATION DUPLICATE PAYMENT	$30.00	
			Remit to:	MORENO VALLEY, CA	$30.00	$30.00
MOLLICA, MIKE	8512	02/11/2013	130201	RETIREE MED FEB '13	$401.42	
			Remit to:	DUNNELLON, FL	$401.42	$2,809.94
MONTGOMERY PLUMBING INC	215837	02/04/2013	012513	PLUMBING SVCS/REPLACE OF STOLEN BACKFLOWS-SENIOR CTR	$8,000.00	
			Remit to:	MORENO VALLEY, CA	$8,000.00	$11,158.75
MOOSEPOINT TECHNOLOGY, INC.	215944	02/11/2013	MVHost12133	GIS INTERNET SITE HOSTING SVCS-QTR 3	$2,250.00	
			MVME0213	GEOSMART.NET MAINTENANCE 2/1-4/30/13	$808.13	
			Remit to:	SONOMA, CA	$3,058.13	$9,174.39
MORA, PATRICIA A.	8513	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$2,231.11
MORENO VALLEY CHAMBER OF COMMERCE	215862	02/04/2013	3591	WAKE-UP MEETING ATTENDANCE-1/23/13	$75.00	
			Remit to:	MORENO VALLEY, CA	$75.00	$20,345.00
MORENO VALLEY CHAMBER OF COMMERCE	216082	02/19/2013	3596	INSTALLATION/AWARDS CEREMONY 2013-C DIST 1	$75.00	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	MORENO VALLEY, CA	$75.00	$20,345.00
MORENO VALLEY CITY EMPLOYEES ASSOC.	8683	02/08/2013	MO130207	MVCEA DUES	$1,383.50	
			Remit to:	MORENO VALLEY, CA	$1,383.50	$23,815.00
MORENO VALLEY CITY EMPLOYEES ASSOC.	8688	02/22/2013	MO130221	MVCEA DUES	$1,383.50	
			Remit to:	MORENO VALLEY, CA	$1,383.50	$23,815.00
MORENO VALLEY GATEWAY, LLC	8422	02/04/2013	2151	LEASE-FACILITIES ANNEX-FEB13	$2,458.97	
			2153	LEASE-SUITES 5-9-ESA-FEB13	$9,207.72	
			2152	LEASE-T/S ANNEX-FEB13	$5,475.90	
			Remit to:	SAN JUAN CAPISTRANO, CA	$17,142.59	$119,998.13
MORENO VALLEY GATEWAY, LLC	8586	02/19/2013	2156	LEASE-FACILITIES ANNEX-MAR13	$2,458.97	
			2155	LEASE-T/S ANNEX-MAR13	$5,475.90	
			Remit to:	SAN JUAN CAPISTRANO, CA	$7,934.87	$119,998.13
MORENO VALLEY GATEWAY, LLC	8621	02/25/2013	2154	LEASE-SUITES 5-9-ESA-MAR13	$9,207.72	
			Remit to:	SAN JUAN CAPISTRANO, CA	$9,207.72	$119,998.13
MORGAN, LISA A.	8514	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	MENTONE, CA	$318.73	$2,231.11
MOTOPORT USA	216053	02/19/2013	139804	NEW MOTOR UNIFORMS FOR PD OFFICERS	$1,199.01	
			139803	NEW MOTOR UNIFORMS FOR PD OFFICERS	$1,338.87	
			Remit to:	SAN MARCOS, CA	$2,537.88	$2,537.88

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
MR. CLEAN MAINTENANCE SYSTEMS	215827	02/04/2013	9579	PRESSURE WASH SVCS-CRC	$428.00	
			Remit to:	COLTON, CA	$428.00	$1,606.0
MURPHY, LIONEL	216141	02/25/2013	3/4-3/8/13	PER DIEM-DUI SEMINAR	$200.00	
			Remit to:	MORENO VALLEY, CA	$200.00	$200.0
NAIOP INLAND EMPIRE	215945	02/11/2013	110712-22	2012 NAIOP INLAND EMPIRE BUS TOUR SPONSORSHIP	$1,000.00	
			Remit to:	LAGUNA HILLS, CA	$1,000.00	$1,000.00
NAPA AUTO PARTS MORENO VALLEY	215838	02/04/2013	141541	TRUCK TIRE CHANGER MACHINE	$14,738.67	
			Remit to:	MORENO VALLEY, CA	$14,738.67	$14,738.67
NATIONWIDE RETIREMENT SOLUTIONS	8681	02/08/2013	DC457FICA130207	PST DEF COMP FICA	$2,779.48	
			Remit to:	COLUMBUS, OH	$2,779.48	$48,224.52
NATIONWIDE RETIREMENT SOLUTIONS	8686	02/22/2013	DC457FICA130221	PST DEF COMP FICA	$2,969.17	
			Remit to:	COLUMBUS, OH	$2,969.17	$48,224.52
NAVARRETTE, RALPH	8515	02/11/2013	130201	RETIREE MED FEB '13-ADJ FOR JAN OVERPMT	$66.65	
			Remit to:	RANCHO CUCAMONGA, CA	$66.65	$1,422.59
NELSON, ROBERT	8516	02/11/2013	130201	RETIREE MED FEB '13-ADJ FOR JAN OVERPMT	$190.43	
			Remit to:	ONTARIO, CA	$190.43	$2,113.01
NELSON, RUTH L.	8517	02/11/2013	130201	RETIREE MED FEB '13-ADJ FOR JAN UNDERPMT	$180.93	
			Remit to:	PERRIS, CA	$180.93	$1,175.79

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
NEUSTAEDTER, CRAIG S	215946	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	IRVINE, CA	$318.73	$2,231.11
NEW HORIZON MOBILE HOME PARK	8518	02/11/2013	JAN 2013	REFUND UTILITY USER TAXES FOR EXEMPT RESIDENTS	$17.76	
			Remit to:	LOS ANGELES, CA	$17.76	$79.27
NEW WORLD SYSTEMS, CORP	8587	02/19/2013	025742	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT	$1,748.17	
			025617	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT	$600.00	
			Remit to:	TROY, MI	$2,348.17	$206,622.78
NIEBURGER, JUDITH A.	215947	02/11/2013	130201	RETIREE MED FEB '13	$401.42	
			Remit to:	MORENO VALLEY, CA	$401.42	$2,809.94
NORMAN A. TRAUB ASSOCIATES	215890	02/04/2013	12093.1	INVESTIGATION SERVICES	$7,057.30	
			Remit to:	YORBA LINDA, CA	$7,057.30	$20,888.61
NYSSA MARIA GRAVINA	215883	02/04/2013	MV3120810044	REFUND-CODE ADMIN CITATION	$57.50	
			Remit to:	MORENO VALLEY, CA	$57.50	$57.50
OAKLEY SALES CORP	215948	02/11/2013	721609072	SAFETY EYE WEAR FOR PD MOTOR OFFICERS	$124.90	
			Remit to:	LOS ANGELES, CA	$124.90	$1,385.73
OAKLEY SALES CORP	216114	02/25/2013	722629203	SAFETY EYE WEAR FOR PD MOTOR OFFICERS	$229.16	
			Remit to:	LOS ANGELES, CA	$229.16	$1,385.73
OLIVIER PRUD'HOMME	216142	02/25/2013	306	DEPOSIT-BAND PERFORMANCE-7/4/13 CELEBRATION	$300.00	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	STUDIO CITY, CA	$300.00	$300.0
OMNIGRAPHICS	215839	02/04/2013	10990012-2452	REFERENCE BOOK FOR LIBRARY	$90.94	
			10990012-2424	REFERENCE BOOKS FOR LIBRARY	$454.70	
			Remit to:	ASTON, PA	$545.64	$545.6
OPERATION SAFEHOUSE, INC.	215949	02/11/2013	OCT 2012	REIMBURSEMENT FOR CDBG PROGRAM SERVICES	$608.80	
			DEC 2012	REIMBURSEMENT FOR CDBG PROGRAM SERVICES	$2,117.70	
			NOV 2012	REIMBURSEMENT FOR CDBG PROGRAM SERVICES	$1,009.14	
			Remit to:	RIVERSIDE, CA	$3,735.64	$5,399.62
ORROCK, POPKA, FORTINO & BRISLIN	8623	02/25/2013	90-034M STMT 4	LEGAL SERVICES-DEFENSE COSTS K. BALVANEDA	$1,002.70	
			Remit to:	RIVERSIDE, CA	$1,002.70	$10,943.53
ORROCK, POPKA, FORTINO & BRISLIN	216054	02/19/2013	90-035M STMT 2	LEGAL SERVICES-DEFENSE COSTS V. GOODWIN	$216.00	
			Remit to:	RIVERSIDE, CA	$216.00	$10,943.53
OVERLAND PACIFIC & CUTLER, INC.	8519	02/11/2013	1211168	ACQUISITION SERVICES - PERRIS/RAMONA TO CACTUS	$2,520.00	
			1210071	ACQUISITION SERVICES - PERRIS/RAMONA TO CACTUS	$4,200.00	
			Remit to:	LONG BEACH, CA	$6,720.00	$49,842.50
PACIFIC UTILITY INSTALLATION, INC	216055	02/19/2013	11806	EMERGENCY REPAIR SVCS FOR POWER OUTAGE-MV UTILITY	$11,030.00	

MV00196144

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	ANAHEIM, CA	$11,030.00	$15,780.00
PACIFIC UTILITY INSTALLATION, INC	216115	02/25/2013	11789R	RAISE SOE COVER FROM UNDER THE SIDEWALK-FOR MV UTILITY	$4,750.00	
			Remit to:	ANAHEIM, CA	$4,750.00	$15,780.00
PARADIGM ENERGY CONSULTING	8520	02/11/2013	MVU-01-2013	CONSULTING SERVICES RE: MV UTILITY 10-YR RESOURCE PLAN	$2,475.00	
			Remit to:	SACRAMENTO, CA	$2,475.00	$4,025.00
PARADIGM ENERGY CONSULTING	215892	02/04/2013	MVU-01-2012	CONSULTING SERVICES RE: MV UTILITY 10-YR RESOURCE PLAN	$1,550.00	
			Remit to:	SACRAMENTO, CA	$1,550.00	$4,025.00
PARSONS TRANSPORTATION GROUP, INC.	8624	02/25/2013	1301A941	COSNTRUCTION SUPPORT - SR-60/NASON OVERCROSSING	$11,975.85	
			1301A942	CONSTRUCTION SUPPORT - SR-60/MB PH I	$6,022.87	
			Remit to:	IRVINE, CA	$17,998.72	$864,435.45
PATTERSON, ALFREY	215950	02/11/2013	130201	RETIREE MED FEB '13-ADJ FOR JAN OVERPMT	$66.65	
			Remit to:	MORENO VALLEY, CA	$66.65	$1,422.59
PAUL GROTEFEND	216083	02/19/2013	2/25-3/1/13	PER DIEM-CELLULAR PHONE FORENSICS INVESTIGATIONS COURSE	$250.00	
			Remit to:	MORENO VALLEY, CA	$250.00	$400.00
PENELOPE SIEBOLD	215873	02/04/2013	R12-056171	ANIMAL SERVICES REFUND	$150.00	
			Remit to:	MURRIETA, CA	$150.00	$150.00
PERRY, NORMA	8521	02/11/2013	130201	RETIREE MED FEB '13	$318.73	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	LOCKEFORD, CA	$318.73	$2,231.1
PERS LONG TERM CARE PROGRAM	215951	02/11/2013	130124	LONG TERM CARE INSURANCE	$458.63	
			Remit to:	PASADENA, CA	$458.63	$7,338.0
PERS LONG TERM CARE PROGRAM	216056	02/19/2013	130207	LONG TERM CARE INSURANCE	$458.63	
			Remit to:	PASADENA, CA	$458.63	$7,338.08
PIP PRINTING	8588	02/19/2013	53563	210 BOOKS COPIED AND BOUND-FEMA CERT MANUALS	$3,000.46	
			Remit to:	MORENO VALLEY, CA	$3,000.46	$5,689.21
POUNDS, NANCY	8522	02/11/2013	130201	JAN '13 PD FEB '13	$318.73	
			Remit to:	BOISE, ID	$318.73	$1,912.38
POWELL CONSTRUCTORS, INC.	8567	02/13/2013	W130204	RETENTION RELEASE PER ESCROW AGREEMNT-INV#1 & #2	$11,222.43	
			Remit to:	FONTANA, CA	$11,222.43	$650,608.77
PRICE, GEORGE E.	8523	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$2,231.11
PROFESSIONAL COMMUNICATIONS NETWORK PCN	215952	02/11/2013	130100435	LIVE ANSWERING SERVICE FOR TOW PROGRAM	$479.55	
			Remit to:	RIVERSIDE, CA	$479.55	$3,942.15
PSOMAS	216152	02/28/2013	86697	CONSULTING SERVICES, SURVEY - SR-60/NASON OVERCROSSING	$11,491.86	
			Remit to:	SANTA ANA, CA	$11,491.86	$44,531.76
PULLIAM, TRENT D.	8524	02/11/2013	130201	RETIREE MED FEB '13	$318.73	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	MISSION VIEJO, CA	$318.73	$2,231.11
RALPH R. ALWORTH	216089	02/19/2013	MV2120919023	REFUND-CITATION DISMISSED-CODE	$57.50	
			Remit to:	MORENO VALLEY, CA	$57.50	$57.50
RAMOS, ROBERTO	216000	02/11/2013	FEB-2013	INSTRUCTOR SVCS-KINDER KARATE & TAE KWON DO CLASSES	$443.40	
			Remit to:	MORENO VALLEY, CA	$443.40	$3,984.30
RAY-RAMIREZ, DARCY L.	215953	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	RIVERSIDE, CA	$318.73	$2,231.11
RCGIA	216057	02/19/2013	REG.-D. DREXLER	REGISTR. FEE FOR INLAND EMPIRE GANG CONFERENCE-MAR. 11-13, 2013	$100.00	
			Remit to:	MURRIETA, CA	$100.00	$100.00
RECORDED BOOKS	215840	02/04/2013	74646564	AUDIOBOOKS (REIMB. BY F.O.L.)	$76.30	
			74648759	AUDIOBOOKS (REIMB. BY F.O.L.)	$42.02	
			Remit to:	BALTIMORE, MD	$118.32	$500.18
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	215954	02/11/2013	S194645	LINENS FOR SPECIAL EVENTS AT CRC	$60.50	
			10873243	LINENS FOR SPECIAL EVENTS AT CRC	$5.00	
			S193124	LINENS FOR SPECIAL EVENTS AT CRC	$66.50	
			Remit to:	LOS ANGELES, CA	$132.00	$960.62
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	216116	02/25/2013	S200647	LINENS FOR SPECIAL EVENTS AT CRC	$56.75	
			Remit to:	LOS ANGELES, CA	$56.75	$960.62

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
RICHARD CROWE	215868	02/04/2013	R12-052561	ANIMAL SERVICES REFUND	$20.00	
			Remit to:	ESCONDIDO, CA	$20.00	$20.0
RICK ENGINEERING COMPANY	8526	02/11/2013	0029205	CONSULTING SERVICES, SURVEY - LOCAL STREET PVMT. RESURFACING	$220.00	
			0029204	CONSULTING SERVICES, STAKING - CACTUS/NASON	$21,745.00	
			Remit to:	RIVERSIDE, CA	$21,965.00	$138,966.96
RICK ENGINEERING COMPANY	8625	02/25/2013	0029585	CONSULTING SERVICES, SURVEY - CACTUS/NASON	$18,417.50	
			0029797	CONSULTING SERVICES, SURVEY - CACTUS/NASON	$1,800.00	
			Remit to:	RIVERSIDE, CA	$20,217.50	$138,966.96
RICK HARTMANN	215930	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	SAN DIMAS, CA	$318.73	$1,593.65
RIGHTWAY SITE SERVICES, INC.	215841	02/04/2013	718849	PORTABLE RESTROOMS-EQUESTRIAN CENTER	$309.00	
			718848	PORTABLE RESTROOM-COTTONWOOD GOLF COURSE	$72.30	
			718913	PORTABLE TOILET ON WHEELS/SERVICE FOR M&O DIV.	$89.60	
			Remit to:	LAKE ELSINORE, CA	$470.90	$4,254.37
RIGHTWAY SITE SERVICES, INC.	216058	02/19/2013	719884	PORTABLE RESTROOM-COTTONWOOD GOLF COURSE	$72.30	
			719885	PORTABLE RESTROOMS-EQUESTRIAN CENTER	$309.00	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	LAKE ELSINORE, CA	$381.30	$4,254.37
RIGHTWAY SITE SERVICES, INC.	216117	02/25/2013	720071	PORTABLE TOILET ON WHEELS/SERVICE FOR M&O DIV.	$89.60	
			Remit to:	LAKE ELSINORE, CA	$89.60	$4,254.37
RIVERSIDE AREA RAPE CRISIS CENTER	215955	02/11/2013	JULY 2012	CDBG REIMBURSEMENT-CHILD ABUSE PREVENTION PROGRAM	$593.01	
			AUGUST 2012	CDBG REIMBURSEMENT-CHILD ABUSE PREVENTION PROGRAM	$573.88	
			Remit to:	RIVERSIDE, CA	$1,166.89	$1,709.34
RIVERSIDE COUNTY DEPARTMENT OF HEALTH	215842	02/04/2013	IN0162616	ENVIRONMENTAL HEALTH PERMIT-SUNNYMEAD PARK ACCOUNT# AR0010011	$578.00	
			Remit to:	RIVERSIDE, CA	$578.00	$928.00
RIVERSIDE COUNTY SHERIFF CIVIL DIVISION-WEST	216059	02/19/2013	130207	GARNISHMENT	$146.00	
			Remit to:	RIVERSIDE, CA	$146.00	$5,317.68
RIVERSIDE MEDICAL CLINIC	215956	02/11/2013	ACCT 700000183	FLU VACCINATIONS	$440.00	
			ACCT 700000187	FLU VACCINATIONS	$820.00	
			Remit to:	RIVERSIDE, CA	$1,260.00	$1,260.00
RIVERSIDE RUBBER STAMP & ENGRAVING	8626	02/25/2013	13-72062	BANK DEPOSIT STAMP & INK	$25.42	
			Remit to:	RIVERSIDE, CA	$25.42	$791.69
RMA GROUP	215957	02/11/2013	41346	CONSULTING SERVICES, GEOTECHNICAL - CORPORATE YARD SEWER IMRPV.	$3,855.86	
			Remit to:	RANCHO CUCAMONGA, CA	$3,855.86	$7,787.59

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ROGERS, EUGENE	8527	02/11/2013	130201		RETIREE MED FEB '13	$318.73	
				Remit to:	PEBBLE BEACH, CA	$318.73	$2,231.1
ROSENOW SPEVACEK GROUP (RSG, INC.)	215958	02/11/2013	0028743		NSP ELIGIBILITY REVIEW SERVICES	$630.00	
				Remit to:	SANTA ANA, CA	$630.00	$11,823.9
ROSENOW SPEVACEK GROUP (RSG, INC.)	216118	02/25/2013	0028857		ELIGIBILITY REVIEW - GALVEZ	$350.00	
			0028854		ELIGIBILITY REVIEW - BOEHNKE	$350.00	
			0028850		NSP ELIGIBILITY REVIEW SERVICES	$1,260.00	
				Remit to:	SANTA ANA, CA	$1,960.00	$11,823.98
ROSS, DAVID T.	8528	02/11/2013	130201		RETIREE MED FEB '13	$318.73	
				Remit to:	MORENO VALLEY, CA	$318.73	$2,231.11
ROSSON, LOUIS A.	8529	02/11/2013	130201		RETIREE MED FEB '13-ADJ FOR JAN UNDERPMT	$173.37	
			130201A		RETIREE MED FEB '13	$96.50	
				Remit to:	PERRIS, CA	$269.87	$1,940.23
RUSSO, JOHN	8530	02/11/2013	130201		RETIREE MED FEB '13-ADJ FOR JAN OVERPMT	$66.65	
				Remit to:	RANCHO MIRAGE, CA	$66.65	$1,422.59
SA ASSOCIATES	8531	02/11/2013	76		CONSULTING SERVICES, PROJECT MNGMT. - CACTUS/NASON	$10,800.00	
				Remit to:	ARCADIA, CA	$10,800.00	$82,500.00
SALMAN, CLAUDIA	215864	02/04/2013	JAN-2013		INSTRUCTOR SVCS-LATIN ZUMBA CLASS	$108.00	
				Remit to:	MORENO VALLEY, CA	$108.00	$606.00

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
SAMIR M. KHOURY DBA COORY ENGINEERING	215843	02/04/2013	7116	CONSULTING SERVICES, SURVEY STAKING - MORENO BEACH PH I	$17,137.45	
			Remit to:	ORANGE, CA	$17,137.45	$17,137.45
SCHIEFELBEIN, LORI C.	215959	02/11/2013	130201	JAN '13 PD FEB '13	$318.73	
			Remit to:	BULLHEAD CITY, AZ	$318.73	$11,979.86
SCHIEFELBEIN, LORI C.	215960	02/11/2013	JAN 2013	CONSULTANT SVCS-ROTATIONAL TOW PROGRAM	$1,045.00	
			Remit to:	BULLHEAD CITY, AZ	$1,045.00	$11,979.86
SCHUMAN, MICHAEL	8532	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	RIVERSIDE, CA	$318.73	$2,231.11
SCOTT FAZEKAS & ASSOCIATES, INC	215961	02/11/2013	16465	PLAN CHECK SERVICES FOR BLDG & SAFETY DEPT.	$495.00	
			16432	PLAN CHECK SERVICES FOR BLDG & SAFETY DEPT.	$792.00	
			Remit to:	IRVINE, CA	$1,287.00	$2,684.00
SECRETARY OF STATE - STMT OF INFO UNIT	216120	02/25/2013	STEM LIFE COLL.	DEPOSIT FOR BUSINESS ENTITY RECORDS FOR STEM LIFE COLLECTIVE	$20.00	
			Remit to:	SACRAMENTO, CA	$20.00	$60.00
SECURITY AND COMMUNICATIONS CONSULTING	8589	02/19/2013	01113	CONSULTING SVCS-CITYWIDE CAMERA SURVEILLANCE SYSTEM	$15,635.10	
			Remit to:	CLOVIS, CA	$15,635.10	$38,317.20
SECURITY LOCK & KEY	8423	02/04/2013	25654	REPAIR OF DOOR LOCK AT FIRE STATION 99	$114.22	
			Remit to:	YUCAIPA, CA	$114.22	$5,840.36

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
SECURITY LOCK & KEY	8590	02/19/2013	25741	LOCK REPAIRS & DUPLICATE KEYS-SKATE PARK SNACK BAR	$99.59	
			Remit to:	YUCAIPA, CA	$99.59	$5,840.3
SERTA MATTRESS	216121	02/25/2013	00165501-001	MATTRESSES FOR FIRE STATION 91	$3,602.32	
			Remit to:	MORENO VALLEY, CA	$3,602.32	$3,602.3
SHARRETT, SHARON K.	8533	02/11/2013	130201	RETIREE MED FEB '13-ADJ FOR JAN UNDERPMT	$180.93	
			Remit to:	ONTARIO, CA	$180.93	$1,175.79
SHEFFIELD FORECLOSURE RENOVATION	215962	02/11/2013	MV0236	FINAL REHAB COSTS FOR NSP PROPERTY AT 23974 HEMLOCK	$11,909.02	
			Remit to:	RIVERSIDE, CA	$11,909.02	$28,034.94
SHELDON, STUART H.	215963	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	MURRIETA, CA	$318.73	$2,231.11
SHELL OIL CO.	215844	02/04/2013	065159196301	FUEL PURCHASE-M&O TREE CREW	$21.01	
			Remit to:	COLUMBUS, OH	$21.01	$15,496.57
SHELL OIL CO.	216060	02/19/2013	065124489302	FUEL PURCHASES-PD MOTORCYCLES	$1,058.23	
			Remit to:	COLUMBUS, OH	$1,058.23	$15,496.57
SHELLY LE BROUSSEAU	215871	02/04/2013	R12-056991	ANIMAL SERVICES REFUND	$75.00	
			Remit to:	CANYON LAKE, CA	$75.00	$75.00
SINGER & COFFIN, APC	8534	02/11/2013	2860	LEGAL SERVICES - MORENO BEACH PH II	$14,254.48	
			Remit to:	IRVINE, CA	$14,254.48	$41,888.37

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
SIRE TECHNOLOGIES/HYLAND SOFTWARE	8424	02/04/2013	196703	SIRE AGENDA TO GO ENTERPRISE LICENSING & ANNUAL MAINTENANCE	$3,226.04	
			Remit to:	WESTLAKE, OH	$3,226.04	$48,660.04
SIRE TECHNOLOGIES/HYLAND SOFTWARE	8592	02/19/2013	209256	20 SIRE EDMS AND 2 CAPTURE LICENSES, INCLUDING MAINT.	$19,140.00	
			Remit to:	WESTLAKE, OH	$19,140.00	$48,660.04
SKY PUBLISHING	215845	02/04/2013	13_1_63	FULL PAGE MAGAZINE AD-EARTH DAY FREE MULCH EVENT	$1,485.00	
			13_1_64	1/2 PAGE MAGAZINE AD-BULKY WASTE PROGRAM	$840.00	
			13_1_62	FULL PAGE MAGAZINE AD-EARTH DAY DECISION TREE	$1,485.00	
			Remit to:	MORENO VALLEY, CA	$3,810.00	$39,577.00
SKY TRAILS MOBILE VILLAGE	8535	02/11/2013	JAN 2013	REFUND UTILITY USER TAXES FOR EXEMPT RESIDENTS	$59.63	
			Remit to:	LOS ANGELES, CA	$59.63	$359.60
SLAGERMAN, SUSAN A.	8536	02/11/2013	130201	DEC '12 PD FEB '13	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$1,912.38
SMITH, MARIA A.	8537	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$2,231.11
SMOOTH TRANSITION, INC	215965	02/11/2013	SEPT-DEC 2012	CDBG REIMBURSEMENT-JOB READINESS PROGRAM	$2,500.00	
			Remit to:	RIVERSIDE, CA	$2,500.00	$2,500.00
SOCO GROUP, INC	8593	02/19/2013	685906	FUEL FOR CITY VEHICLES & EQUIPMENT	$7,143.07	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	PERRIS, CA	$7,143.07	$252,208.6
SOCO GROUP, INC	8627	02/25/2013	686698	FUEL FOR CITY VEHICLES & EQUIPMENT	$7,482.13	
			687465	FUEL FOR CITY VEHICLES & EQUIPMENT	$10,166.51	
			Remit to:	PERRIS, CA	$17,648.64	$252,208.6
SORRELLA CREATIVE DESIGN	216122	02/25/2013	0001-000002	50% OF FINAL FEE FOR MURAL	$3,406.25	
			Remit to:	RIVERSIDE, CA	$3,406.25	$11,038.75
SOUTHERN CALIFORNIA EDISON 1	215846	02/04/2013	JAN-13 2/4/13	ELECTRICITY	$5,939.11	
			DEC-12 2/4/13	ELECTRICITY	$125.57	
			Remit to:	ROSEMEAD, CA	$6,064.68	$2,002,624.83
SOUTHERN CALIFORNIA EDISON 1	215966	02/11/2013	JAN-13 2/11/13	ELECTRICITY	$6,169.80	
			Remit to:	ROSEMEAD, CA	$6,169.80	$2,002,624.83
SOUTHERN CALIFORNIA GAS CO.	216062	02/19/2013	10927739739 2/4	GAS CHARGES	$492.29	
			JAN-2013	GAS CHARGES	$10,365.16	
			Remit to:	MONTEREY PARK, CA	$10,857.45	$40,610.36
SOUTHWEST GERMAN SHEPHERD RESCUE	215874	02/04/2013	R12-056799	ANIMAL SERVICES REFUND	$75.00	
			Remit to:	PHOENIX, AZ	$75.00	$75.00
SPARKLETTS	215847	02/04/2013	7387294 010713	BOTTLED WATER/SVC-COTTONWOOD GOLF COURSE	$5.00	
			10050036 010213	BOTTLED WATER/SVC-EOC/ERF	$4.50	
			Remit to:	DALLAS, TX	$9.50	$904.41

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
SPARKLETTS	215969	02/11/2013	7364551 012313	BOTTLED WATER/SVC-SUNNYMEAD ELEMENTARY "A CHILDS PLACE"	$13.38	
			8742831 121312	BOTTLED WATER/SVC-EMPLOYMENT RESOURCE CENTER	$251.66	
			Remit to:	DALLAS, TX	$265.04	$904.41
SPARKLETTS	216063	02/19/2013	7364596 020213	BOTTLED WATER/SVC-CREEKSIDE ELEMENTARY "A CHILDS PLACE"	$14.63	
			Remit to:	DALLAS, TX	$14.63	$904.41
SPARKLETTS	216124	02/25/2013	7363683 020213	BOTTLED WATER/SVC-ARMADA ELEMENTARY "A CHILDS PLACE"	$18.45	
			10050036 020213	BOTTLED WATER/SVC-EOC/ERF	$93.18	
			Remit to:	DALLAS, TX	$111.63	$904.41
SPECK, GARY B.	8538	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$2,231.11
SPENCER, MARTHA	8539	02/11/2013	130201	RETIREE MED FEB '13-ADJ FOR JAN OVERPMT	$66.65	
			Remit to:	MORENO VALLEY, CA	$66.65	$1,422.59
SPINNAKER SUPPORT, LLC	8540	02/11/2013	INVS2-72587	JD EDWARDS ONEWORLD SUPPORT SERVICES 1/1/13-6/30/13	$15,862.00	
			Remit to:	DENVER, CO	$15,862.00	$15,862.00
SPRINT	8541	02/11/2013	417544340-074	CELLULAR PHONE SVC FOR PD GTF	$65.54	
			Remit to:	CAROL STREAM, IL	$65.54	$6,096.82
SPRINT	8594	02/19/2013	634235346-029	CELLULAR PHONE SVC FOR PD SET	$471.48	

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			Remit to:	CAROL STREAM, IL	$471.48	$6,096.8
STA STUDENT TRANSPORTATION OF AMERICA	215848	02/04/2013	5432345	BUS SERVICE FOR VALLEY KIDS CAMP TRIPS	$1,196.10	
			5432341	BUS SERVICE FOR VALLEY KIDS CAMP TRIPS	$371.20	
			5432354	BUS SERVICE FOR VALLEY KIDS CAMP TRIPS	$797.40	
			Remit to:	RIVERSIDE, CA	$2,364.70	$8,455.20
STA STUDENT TRANSPORTATION OF AMERICA	215970	02/11/2013	5432678	BUS SERVICE FOR "A CHILD'S PLACE" FIELD TRIPS	$316.20	
			Remit to:	RIVERSIDE, CA	$316.20	$8,455.20
STANDARD INSURANCE CO	216001	02/11/2013	130201	SUPPLEMENTAL INSURANCE	$1,973.29	
			Remit to:	PORTLAND, OR	$1,973.29	$186,016.67
STANLEY CONVERGENT SECURITY SOLUTNS, INC	8426	02/04/2013	9870390	SECURITY SYSTEM MONITORING-PARKS SNACK BARS	$186.17	
			9859669	SECURITY SYSTEM MONITORING-PARK SNACK BAR	$227.16	
			Remit to:	RIVERSIDE, CA	$413.33	$22,146.67
STANLEY CONVERGENT SECURITY SOLUTNS, INC	8427	02/04/2013	9863667	ALARM SYSTEM MONITORING SVCS-RED MAPLE "A CHILD'S PLACE"	$354.00	
			Remit to:	PALATINE, IL	$354.00	$22,146.67
STANLEY CONVERGENT SECURITY SOLUTNS, INC	8542	02/11/2013	9892153	ALARM SYSTEM REPAIR-PUBLIC SAFETY BLDG.	$266.75	
			9892442	ALARM SYSTEM REPAIR-SENIOR CENTER	$306.50	
			9850354	ALARM SYSTEM MONITORING SVCS-ANNEX BLDG 1	$207.00	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	PALATINE, IL	$780.25	$22,146.67
STANLEY CONVERGENT SECURITY SOLUTNS, INC	8628	02/25/2013	9967714	ALARM SYSTEM MONITORING SVCS-ESA ANNEX	$105.00	
			9959814	ALARM SYSTEM MONITORING SVCS-SENIOR CENTER	$333.03	
			9967924	ALARM SYSTEM MONITORING SVCS-ANIMAL SHELTER	$249.99	
			9964734	ALARM SYSTEM MONITORING SVCS-FACILITIES ANNEX	$192.00	
			Remit to:	PALATINE, IL	$880.02	$22,146.67
STATE BOARD OF EQUALIZATION 1	8635	02/21/2013	013113	SALES & USE TAX FOR 1/1/13-1/31/13	$2,598.00	
			Remit to:	SACRAMENTO, CA	$2,598.00	$17,238.12
STATE DISBURSEMENT UNIT	8684	02/08/2013	CS130207	CHILD SUPPORT WITHHOLDING	$2,007.44	
			Remit to:	WEST SACRAMENTO, CA	$2,007.44	$39,167.95
STATE DISBURSEMENT UNIT	8689	02/22/2013	CS130221	CHILD SUPPORT WITHHOLDING	$2,020.48	
			Remit to:	WEST SACRAMENTO, CA	$2,020.48	$39,167.95
STATE OF CALIFORNIA DEPT. OF JUSTICE	215849	02/04/2013	917253 (PR)	FINGERPRINTING SVCS-PARKS/RECREATION	$158.00	
			917253 (OEM)	FINGERPRINTING SVCS-VOLUNTEER SVCS	$32.00	
			Remit to:	SACRAMENTO, CA	$190.00	$23,666.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	215971	02/11/2013	951745	BLOOD ALCOHOL ANALYSIS FOR PD	$315.00	
			906810 a	FINGERPRINTING SVCS-PD CITIZEN PATROL	$128.00	
			Remit to:	SACRAMENTO, CA	$443.00	$23,666.00

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STATE OF CALIFORNIA DEPT. OF JUSTICE	216064	02/19/2013	948159 (BL)	FINGERPRINTING SVCS-BUS. LICENSE RELATED	$32.00	
			943286 (BL)	FINGERPRINTING SVCS-BUS. LICENSE RELATED	$32.00	
			943286 (HR)	FINGERPRINTING SVCS-HR DEPT/EMPLOYMENT RELATED	$544.00	
			948159 (HR)	FINGERPRINTING SVCS-HR DEPT/EMPLOYMENT RELATED	$160.00	
			948159 (SRTS)	FINGERPRINTING SVCS-SRTS PROGRAM	$32.00	
			943286 (SRTS)	FINGERPRINTING SVCS-SRTS PROGRAM	$192.00	
			Remit to:	SACRAMENTO, CA	$992.00	$23,666.00
STATE WATER RESOURCES CONTROL BOARD	215972	02/11/2013	SW-0056289	ANNUAL PERMIT FEE - SR-60/NASON BRIDGE	$543.00	
			Remit to:	SACRAMENTO, CA	$543.00	$30,872.00
STEVE SALAIZ	216119	02/25/2013	FEB-2013	INSTRUCTOR SVCS-TAE KWON DO CLASS	$39.00	
			Remit to:	MIRA LOMA, CA	$39.00	$117.00
STEVE'S VALLEY NURSERY	215850	02/04/2013	11468	SEED TOPPER SOIL FOR PARKS	$27.00	
			Remit to:	MORENO VALLEY, CA	$27.00	$27.00
STEWART, CLIFFORD	8543	02/11/2013	130201	RETIREE MED FEB '13-ADJ FOR JAN OVERPMT	$150.04	
			Remit to:	GLENDALE, AZ	$150.04	$1,778.68
STK ARCHITECTURE, INC.	8544	02/11/2013	19659	CONSULTING SERVICES - MORRISON PARK FIRE STATION	$15,922.62	
			Remit to:	TEMECULA, CA	$15,922.62	$121,728.31

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
STK ARCHITECTURE, INC.	8595	02/19/2013	19698	CITY HALL RESTROOM REMODEL-DESIGN SERVICES	$2,308.00	
			Remit to:	TEMECULA, CA	$2,308.00	$121,728.31
STRADLING, YOCCA, CARLSON & RAUTH	215973	02/11/2013	276393-0036	LEGAL SERVICES	$8,680.50	
			276398-0000	LEGAL SERVICES	$375.00	
			Remit to:	NEWPORT BEACH, CA	$9,055.50	$61,016.53
STREICH, TERRY L.	215974	02/11/2013	130201	VSP FEB '13 PD FEB '13	$30.33	
			Remit to:	MORENO VALLEY, CA	$30.33	$1,428.46
STRICKLER ASSOCIATION, THE	8629	02/25/2013	4300	CONSULTANT SVCS-REGARDING PARCEL AT CACTUS & 215 RIGHT OF WAY	$308.75	
			Remit to:	SAN BERNARDINO, CA	$308.75	$10,978.73
STROHMAN ENTERPRISE	215975	02/11/2013	5947	GPS NAVIGATIONAL UNITS FOR PD	$491.97	
			Remit to:	GLEN ALLEN, VA	$491.97	$491.97
SUE ALSUP	215866	02/04/2013	R12-054181	ANIMAL SERVICES REFUND	$20.00	
			Remit to:	HEMET, CA	$20.00	$20.00
SUNNYMEAD ACE HARDWARE	216065	02/19/2013	50114	MISC. SUPPLIES FOR PD	$10.79	
			50146	MISC. SUPPLIES FOR PD	$46.42	
			Remit to:	MORENO VALLEY, CA	$57.21	$929.82
SUPERIOR ELECTRICAL ADVERTISING	216014	02/11/2013	BL#06486-YR2013	REFUND OVERPAYMENT FOR B/L #06486	$60.66	
			Remit to:	LONG BEACH, CA	$60.66	$60.66
SUSAN SOLIMAN	216088	02/19/2013	RCT#0320419	REFUND-CERT CLASS REGIS FEE	$15.00	

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			Remit to:	MORENO VALLEY, CA	$15.00	$15.0
TAX COMPLIANCE SERVICES	215851	02/04/2013	2012-2013 STMT 6	UUT AUDIT & CONSULTING SERVICES	$5,000.00	
			Remit to:	THOUSAND OAKS, CA	$5,000.00	$35,000.0
THELMA GREENAWAY	215869	02/04/2013	R13-057385	ANIMAL SERVICES REFUND	$50.00	
			Remit to:	MORENO VALLEY, CA	$50.00	$50.00
THERMAL COMBUSTION INNOVATORS	215852	02/04/2013	102090	BIOHAZARD MEDICAL WASTE DISPOSAL SVCS FOR ANIMAL SHELTER	$71.05	
			100443	BIOHAZARD MEDICAL WASTE DISPOSAL SVCS FOR ANIMAL SHELTER	$71.12	
			Remit to:	COLTON, CA	$142.17	$726.03
TIMBERLAKE CONSTRUCTION	216148	02/25/2013	DEPOSIT REFUND	REFUND OF REMAINING BALANCE IN DEPOSIT ACCOUNT	$116.00	
			Remit to:	OKLAHOMA CITY, OK	$116.00	$116.00
TIMOTHY KRANTZ ENVIRONMENTAL CONSULTING	8596	02/19/2013	OCT '12-JAN '13	CONSULTANT SVCS-WORLD LOGISTICS CTR PEER REVIEW	$11,022.00	
			Remit to:	REDLANDS, CA	$11,022.00	$43,752.00
TR DESIGN GROUP, INC.	8546	02/11/2013	1679	CONSULTING SERVICES, DESIGN - TRANSPORTATION MGMT. CTR.	$128.88	
			1678	CONSULTING SERVICES, DESIGN - TRANSPORTATION MGMT. CTR.	$8,485.00	
			Remit to:	RIVERSIDE, CA	$8,613.88	$25,765.01
TRACEY CLEARY	215880	02/04/2013	MV3120815049	REFUND-CODE ADMIN CITATION	$57.50	
			Remit to:	RIVERSIDE, CA	$57.50	$57.50

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TRICHE, TARA	216144	02/25/2013	FEB-2013	INSTRUCTOR SVCS-DANCE CLASSES	$2,064.60	
			Remit to:	MORENO VALLEY, CA	$2,064.60	$16,257.00
TROPICAL PLAZA NURSERY, INC.	215977	02/11/2013	M51241	LANDSCAPE MAINT.-ZONE E-2	$6,101.66	
			M51195	IRRIGATION REPAIRS-ZONE E-2	$191.42	
			M51078	IRRIGATION REPAIRS-ZONE E-2	$242.75	
			Remit to:	VILLA PARK, CA	$6,535.83	$79,008.79
TROPICAL PLAZA NURSERY, INC.	216066	02/19/2013	M51330	IRRIGATION REPAIRS-ZONE E-2	$74.42	
			Remit to:	VILLA PARK, CA	$74.42	$79,008.79
TROPICAL PLAZA NURSERY, INC.	216126	02/25/2013	M51375	LANDSCAPE MAINT.-ZONE E-2	$6,101.66	
			Remit to:	VILLA PARK, CA	$6,101.66	$79,008.79
TRUGREEN LANDCARE	8428	02/04/2013	7444435	INSTALLATION OF PLANT MATERIAL-ZONE E-16	$2,216.00	
			Remit to:	RIVERSIDE, CA	$2,216.00	$207,111.11
TRUGREEN LANDCARE	8547	02/11/2013	7443940	INSTALLATION OF PLANT MATERIAL-ZONE E-1A	$1,200.00	
			Remit to:	SAN FRANCISCO, CA	$1,200.00	$207,111.11
TRUGREEN LANDCARE	8597	02/19/2013	7463355	LANDSCAPE MAINT.-ZONE DSG-1	$5,121.57	
			7463358	LANDSCAPE MAINT.-ZONE E-4 & E-4A	$8,445.86	
			7463359	LANDSCAPE MAINT.-ZONE S	$914.65	
			7449992	PALM TREES TRIMMING & CLEAN UP-CFD #1	$630.00	
			7463354	LANDSCAPE MAINT.-ZONE M	$4,955.00	
			7463356	LANDSCAPE MAINT.-ZONE E-16	$2,485.00	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
TRUGREEN LANDCARE	8597	02/19/2013	7449993	PALM TREES TRIMMING & CLEAN UP-CFD #1	$725.00	
			7423706	INSTALLATION OF PLANT MATERIAL ON WEST SIDE OF CRC COURTYARD	$1,100.00	
			7449996	PALM TREES TRIMMING & CLEAN UP-CFD #1	$430.00	
			Remit to:	RIVERSIDE, CA	$24,807.08	$207,111.1
TRUGREEN LANDCARE	8630	02/25/2013	7464716	INSTALLATION OF PLANT MATERIAL-ZONE M	$4,504.00	
			Remit to:	RIVERSIDE, CA	$4,504.00	$207,111.11
U.S. HEALTHWORKS MEDICAL GROUP	215978	02/11/2013	2222718-CA	PRE-EMPLOYMENT-DOT PHYSICAL	$65.00	
			130067000 1/14	EMPLOYEE INJURY MEDICAL TREATMENT/FIRST AID	$320.36	
			Remit to:	LOS ANGELES, CA	$385.36	$2,607.34
UNDERGROUND SERVICE ALERT	8429	02/04/2013	1220120428 c	DIGALERT TICKETS SUBSCRIPTION SERVICE	$66.75	
			Remit to:	CORONA, CA	$66.75	$2,838.00
UNITED INSPECTION & TESTING INC	8548	02/11/2013	006287	CONSULTING SERVICES, GEOTECHNICAL - IRONWOOD AVE. IMPRVMNTS	$1,700.00	
			006286	CONSULTING SERVICES, GEOTECHNICAL - IRONWOOD AVE. IMPROVEMENTS	$1,185.00	
			006285	CONSULTING SERVICES, GEOTECHNICAL - IRONWOOD AVE. IMPROVEMENTS	$13,088.00	
			Remit to:	MORENO VALLEY, CA	$15,973.00	$24,265.50
UNITED POWER GENERATION, INC.	215979	02/11/2013	3355	GENERATOR PREVENTATIVE MAINT.-ANIMAL SHELTER	$955.00	
			3349	GENERATOR PREVENTATIVE MAINT.-FIRE ST. #2	$757.80	

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Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
UNITED POWER GENERATION, INC.	215979	02/11/2013	3346	GENERATOR PREVENTATIVE MAINT.-FIRE ST. #91	$750.30	
			3348	GENERATOR PREVENTATIVE MAINT.-FIRE ST. #48	$750.30	
			3334	GENERATOR REPAIR AT ANIMAL SHELTER	$430.85	
			3347	GENERATOR PREVENTATIVE MAINT.-FIRE ST. #65	$750.30	
			3345	GENERATOR PREVENTATIVE MAINT.-FIRE ST. #6	$750.00	
			3356	GENERATOR PREVENTATIVE MAINT.-CITY YARD	$955.00	
			3344	GENERATOR PREVENTATIVE MAINT.-FIRE ST. #58	$770.00	
			Remit to:	RIVERSIDE, CA	$6,869.55	$6,869.55
UNITED ROTARY BRUSH CORP	8430	02/04/2013	273849	STREET SWEEPER BROOM KITS/RECONDITIONING	$453.02	
			274156	STREET SWEEPER BROOM KITS/RECONDITIONING AND REPAIR PART	$1,109.21	
			274072	STREET SWEEPER BROOM KITS/RECONDITIONING	$1,494.76	
			273771	STREET SWEEPER BROOM KITS/RECONDITIONING AND REPAIR PARTS	$1,448.57	
			274210	STREET SWEEPER REPAIR PART	$32.40	
			Remit to:	ESCONDIDO, CA	$4,537.96	$24,097.25
UNITED ROTARY BRUSH CORP	8631	02/25/2013	274308	STREET SWEEPER BROOM KITS/RECONDITIONING AND REPAIR PARTS	$1,321.93	
			Remit to:	ESCONDIDO, CA	$1,321.93	$24,097.25

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UNITED WAY OF INLAND VALLEYS	215980	02/11/2013	130124	U W CONTRIBUTIONS	$243.00	
			Remit to:	RIVERSIDE, CA	$243.00	$6,838.0
UNITED WAY OF INLAND VALLEYS	215981	02/11/2013	2012 - DONATION	DONATION FROM 2012 EMPLOYEE GIVING CAMPAIGN	$1,700.00	
			Remit to:	RIVERSIDE, CA	$1,700.00	$6,838.0
UNITED WAY OF INLAND VALLEYS	216067	02/19/2013	130207	U W CONTRIBUTIONS	$261.00	
			Remit to:	RIVERSIDE, CA	$261.00	$6,838.00
UNIVAR USA, INC	216068	02/19/2013	RV566625	AG CHEMICALS FOR CFD #1 PARKS	$322.93	
			RV566584	AG CHEMICALS FOR CONTRACT AREAS	$1,123.20	
			Remit to:	LOS ANGELES, CA	$1,446.13	$6,977.37
URBAN CROSSROADS, INC.	215853	02/04/2013	23640	PROFESSIONAL ENGINEERING SERVICES, HIGHLAND FRVW. CACTUS/NASON	$1,935.00	
			Remit to:	IRVINE, CA	$1,935.00	$6,925.00
URBAN LOGIC CONSULTANTS, INC	8549	02/11/2013	2013-117	PEER REVIEW OF ENVIR. DOCS-HARBOR FREIGHT TOOLS EXPANSION PROJ.	$11,450.00	
			Remit to:	TEMECULA, CA	$11,450.00	$35,800.00
VA CONSULTING, INC.	8598	02/19/2013	30866	CONSULTING SERVICES, SURVEY - AUTO MALL UPGRADES	$1,236.25	
			Remit to:	IRVINE, CA	$1,236.25	$4,404.46
VACATE PEST ELIMINATION COMPANY	8599	02/19/2013	38968	PEST CONTROL SERVICE-UTILITY FIELD OFFICE	$45.00	
			38966	PEST CONTROL SERVICE-TOWNGATE COMM. CTR.	$45.00	

MV00196164

City of Moreno Valley

Payment Register

For Period 2/1/2013 through 2/28/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
VACATE PEST ELIMINATION COMPANY	8599	02/19/2013	38965	PEST CONTROL SERVICE-FIRE ST. #48	$45.00	
			39280	PEST CONTROL SERVICE-TRANSP. TRAILER	$45.00	
			38972	PEST CONTROL SERVICE-LIBRARY	$55.00	
			39127	PEST CONTROL SERVICE-CITY HALL	$75.00	
			39126	PEST CONTROL SERVICE-EOC	$55.00	
			39276	PEST CONTROL SERVICE-CITY YARD	$115.00	
			39139	PEST CONTROL SERVICE-MARCH FIELD PARK COMM. CTR.	$45.00	
			39135	PEST CONTROL SERVICE-ANNEX BLDG 1	$55.00	
			38973	PEST CONTROL SERVICE-FIRE ST. #58	$45.00	
			39125	PEST CONTROL SERVICE-GOLF COURSE PRO SHOP	$45.00	
			38974	PEST CONTROL SERVICE-SENIOR CENTER	$55.00	
			38971	PEST CONTROL SERVICE-FIRE ST. #6	$45.00	
			38976	PEST CONTROL SERVICE-FIRE ST. #91	$45.00	
			39138	PEST CONTROL SERVICE-MARCH FIELD BLDG 823	$45.00	
			38929	PEST CONTROL SERVICE-FIRE ST. #65	$45.00	
			39136	PEST CONTROL SERVICE-ANIMAL SHELTER	$115.00	
			39128	PEST CONTROL SERVICE-CONFERENCE & REC CTR.	$75.00	
			39130	PEST CONTROL SERVICE-PUBLIC SAFETY BLDG	$75.00	
			38975	PEST CONTROL SERVICE-FIRE ST. #2	$45.00	

MV00196165

City of Moreno Valley

Payment Register

For Period 2/1/2013 through 2/28/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	MORENO VALLEY, CA	$1,215.00	$9,605.0
VALLEY CITIES GONZALES FENCE CO	8600	02/19/2013	2328	FENCE INSTALLATION FOR MV UTILITY	$500.00	
			Remit to:	NORCO, CA	$500.00	$13,460.0
VALLEY CITIES GONZALES FENCE CO	216017	02/11/2013	2358	FENCE INSTALLATION, ETC. FOR MARCH FIELD PARK SOCCER ARENA	$12,960.00	
			Remit to:	NORCO, CA	$12,960.00	$13,460.00
VAS ASSOCIATES, INC.	8431	02/04/2013	174	CONSULTING SERVICES, ENGINEERING - CACTUS/NASON	$16,680.00	
			Remit to:	CORONA, CA	$16,680.00	$152,040.00
VASQUEZ, CAROL	215982	02/11/2013	130201	JAN '13 PD FEB '13	$318.73	
			Remit to:	RIALTO, CA	$318.73	$318.73
VERIZON	216127	02/25/2013	EQN6913105-13028	BACKBONE COMMUNICATION CHARGES	$1,755.81	
			Remit to:	TRENTON, NJ	$1,755.81	$14,103.29
VERIZON CALIFORNIA	216128	02/25/2013	951 UH2-7052/FEB	PHONE CHARGES-ERC	$623.89	
			Remit to:	DALLAS, TX	$623.89	$5,977.89
VERIZON WIRELESS	215983	02/11/2013	1154232162	CELLULAR SERVICE FOR PD TICKET WRITERS	$159.45	
			Remit to:	DALLAS, TX	$159.45	$1,163.25
VERTEX, INC.	8550	02/11/2013	4093034	PAYROLL TAX SOFTWARE QUARTERLY MAINT. PAYMENT	$847.80	
			Remit to:	BERWYN, PA	$847.80	$2,482.92
VICTOR KAMINSKY	216092	02/19/2013	MV4121022018	REFUND-CITATION DISMISSED-CODE	$75.50	

MV00196166

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	IRVINE, CA	$75.50	$75.50
VIGIL, ERNEST	8551	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$2,231.11
VINCENT, CLARENCE	215984	02/11/2013	130201	DEC '12 & 1/2 JAN '13 PD FEB '13	$478.10	
			Remit to:	MORENO VALLEY, CA	$478.10	$17,436.87
VISION SERVICE PLAN	8552	02/11/2013	130101	EMPLOYEE VISION INSURANCE	$4,270.79	
			130201	EMPLOYEE VISION INSURANCE	$3,576.33	
			Remit to:	SAN FRANCISCO, CA	$7,847.12	$31,346.42
VOYAGER FLEET SYSTEM, INC.	8432	02/04/2013	869211615252	CNG FUEL PURCHASES	$2,200.23	
			Remit to:	HOUSTON, TX	$2,200.23	$15,792.29
VOYAGER FLEET SYSTEM, INC.	8601	02/19/2013	869211615304	CNG FUEL PURCHASES	$1,834.41	
			Remit to:	HOUSTON, TX	$1,834.41	$15,792.29
VULCAN MATERIALS CO, INC.	215854	02/04/2013	244137	ASPHALTIC MATERIALS	$144.76	
			Remit to:	SAN BERNARDINO, CA	$144.76	$15,326.26
VULCAN MATERIALS CO, INC.	215855	02/04/2013	249998	ASPHALTIC MATERIALS	$290.45	
			249997	ASPHALTIC MATERIALS	$110.16	
			237529	ASPHALTIC MATERIALS	$110.62	
			237530	ASPHALTIC MATERIALS	$109.19	
			Remit to:	LOS ANGELES, CA	$620.42	$15,326.26
VULCAN MATERIALS CO, INC.	216069	02/19/2013	257459	ASPHALTIC MATERIALS	$344.80	

City of Moreno Valley
Payment Register
For Period 2/1/2013 through 2/28/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
VULCAN MATERIALS CO, INC.	216069	02/19/2013	262296	ASPHALTIC MATERIALS	$145.81	
			Remit to:	LOS ANGELES, CA	$490.61	$15,326.2
VULCAN MATERIALS CO, INC.	216129	02/25/2013	271357	ASPHALTIC MATERIALS	$110.16	
			271359	ASPHALTIC MATERIALS	$146.51	
			271358	ASPHALTIC MATERIALS	$146.51	
			268610	ASPHALTIC MATERIALS	$112.30	
			266049	ASPHALTIC MATERIALS	$290.45	
			266048	ASPHALTIC MATERIALS	$145.09	
			Remit to:	LOS ANGELES, CA	$951.02	$15,326.26
WAGGONER JR., GLENN C.	8553	02/11/2013	130201	DEC '12 PD FEB '13	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$1,978.21
WAGNER, GARY D.	8554	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	MORENO VALLEY, CA	$318.73	$2,231.11
WAGNER, MARIANNE K	216021	02/11/2013	130201	JAN-FEB '13, PD FEB '13	$637.46	
			Remit to:	MORENO VALLEY, CA	$637.46	$637.46
WAGONER, ROBERT	8555	02/11/2013	130201	DEC '12-JAN '13 PD FEB 13	$362.80	
			Remit to:	ZEPHYRHILLS, FL	$362.80	$1,088.40
WAGY, CARYLON	215985	02/11/2013	130201	JAN-FEB '13 PD FEB '13	$421.48	
			130201A	DEC'12-JAN '13, PD FEB '13	$209.80	
			Remit to:	MORENO VALLEY, CA	$631.28	$1,806.24
WALGREEN'S	216016	02/11/2013	12355004	REFUND DUPLICATE PAYMENT CITATION	$30.00	

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	RIVERSIDE, CA	$30.00	$30.00
WEST COAST ARBORISTS, INC.	8556	02/11/2013	85402	TREE TRIMMING & REMOVAL SERVICES-ZONE E-4	$6,720.00	
			85186	TREE TRIMMING & REMOVAL SERVICES-ZONE E-3 & E-4	$3,990.00	
			Remit to:	ANAHEIM, CA	$10,710.00	$37,750.00
WEST COAST ARBORISTS, INC.	8602	02/19/2013	84878	TREE AND STUMP REMOVAL - PERRIS/PVSD TO CACTUS	$840.00	
			Remit to:	ANAHEIM, CA	$840.00	$37,750.00
WEST COAST ARBORISTS, INC.	8632	02/25/2013	85762	TREE TRIMMING SERVICES-ZONE E-1	$1,225.00	
			85763	TREE TRIMMING & REMOVAL SERVICES-ZONE E-4	$6,230.00	
			Remit to:	ANAHEIM, CA	$7,455.00	$37,750.00
WEST PAYMENT CENTER	216070	02/19/2013	6084234657	LEGAL LIBRARY PUBLICATION	$236.53	
			Remit to:	CAROL STREAM, IL	$236.53	$10,155.72
WESTERN PACIFIC SIGNAL, LLC	216130	02/25/2013	16861	BRAILLE LETTERING FOR ACCESSIBLE PEDESTRIAN SIGNAL	$777.36	
			Remit to:	SAN LEANDRO, CA	$777.36	$6,884.38
WIBERG, CHRISTOPHER	215987	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	ANAHEIM, CA	$318.73	$2,231.11
WIELIN, RONALD A.	8557	02/11/2013	130201	RETIREE MED FEB '13	$318.73	
			Remit to:	BANNING, CA	$318.73	$2,231.11

City of Moreno Valley
Payment Register
For Period 2/1/2013 through 2/28/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
WILLDAN ENGINEERING	215988	02/11/2013	002-12941	PLAN CHECK & INSPECTION SVCS FOR BLDG & SAFETY DEPT.	$10,012.50	
			002-12816	PLAN CHECK & INSPECTION SVCS FOR BLDG & SAFETY DEPT.	$7,147.50	
			Remit to:	ANAHEIM, CA	$17,160.00	$179,647.7
WILLDAN ENGINEERING	215989	02/11/2013	007-11467	PEER REVIEW OF EIR FOR PROLOGIS PARK MV EUCALYPTUS PROJECT	$1,260.57	
			007-11450	PEER REVIEW OF EIR FOR PROLOGIS PARK MV EUCALYPTUS PROJECT	$5,535.00	
			Remit to:	ANAHEIM, CA	$6,795.57	$179,647.78
WILLDAN FINANCIAL SERVICES	215990	02/11/2013	010-19828	CSD NEEDS ASSESSMENT REVIEW SERVICES	$5,200.00	
			Remit to:	TEMECULA, CA	$5,200.00	$31,760.00
WILLDAN FINANCIAL SERVICES	216131	02/25/2013	010-19747	ARBITRAGE REBATE SERVICES - TABS	$2,500.00	
			Remit to:	TEMECULA, CA	$2,500.00	$31,760.00
WILLIAMS, AUBREY GERALD	216132	02/25/2013	010513	SPORTS OFFICIATING SVCS-BASKETBALL	$75.00	
			Remit to:	MORENO VALLEY, CA	$75.00	$75.00
WILLIAMS, LARRY	8558	02/11/2013	130201	JAN-NOV '12 PD FEB '13	$3,382.93	
			Remit to:	HEMET, CA	$3,382.93	$3,382.93
WILSON-BEILKE, DENESE	215991	02/11/2013	130201	JAN - DEC '12 PD FEB '13	$3,824.76	
			Remit to:	GLENDORA, CA	$3,824.76	$3,824.76
WRCRCA	216133	02/25/2013	JAN-2013 MSHCP	MSHCP FEES COLLECTED FOR JAN 2013	$6,662.97	
			Remit to:	RIVERSIDE, CA	$6,662.97	$412,949.43

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
WURM'S JANITORIAL SERVICES, INC.	8433	02/04/2013	21496	SPECIAL CLEANING AT COTTONWOOD GOLF CENTER 9/1/12	$120.00	
			Remit to:	CORONA, CA	$120.00	$194,651.75
WURM'S JANITORIAL SERVICES, INC.	8603	02/19/2013	21968	JANITORIAL SVCS-TOWNGATE COMM. CTR.	$691.38	
			21959	JANITORIAL SVCS-LIBRARY	$1,771.79	
			21965	JANITORIAL SVCS-SENIOR CENTER	$1,916.18	
			21962	JANITORIAL SVCS-GANG TASK FORCE OFFICE	$112.82	
			21960	JANITORIAL SVCS-MARCH FIELD PARK COMM. CTR.	$955.70	
			21961	JANITORIAL SVCS-PUBLIC SAFETY BLDG	$5,564.25	
			21958	JANITORIAL SVCS-FACILITIES ANNEX	$124.29	
			21957	JANITORIAL SVCS-ESA ANNEX	$735.73	
			21955	JANITORIAL SVCS-EOC	$688.36	
			21953	JANITORIAL SVCS-CITY YARD & TRANSP. TRAILER	$445.30	
			21952	JANITORIAL SVCS-CITY HALL	$4,588.23	
			21969	JANITORIAL SVCS-TS ANNEX	$453.43	
			Remit to:	CORONA, CA	$18,047.46	$194,651.75
XEROX CAPITAL SERVICES, LLC	215856	02/04/2013	066021372	COPIER LEASE & BILLABLE PRINTS FOR GRAPHICS DEPT.	$1,357.55	
			065791786	COPIER LEASE FOR GRAPHICS DEPT.	$394.36	
			Remit to:	PASADENA, CA	$1,751.91	$31,233.40
XEROX CAPITAL SERVICES, LLC	215992	02/11/2013	066021371	COPIER LEASE/BILLABLE PRINTS FOR PARKS DEPT.	$1,525.28	

City of Moreno Valley

Payment Register

For Period 2/1/2013 through 2/28/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Invoice Number	Invoice Description	Amount	FYTD
			Remit to:	PASADENA, CA	$1,525.28	$31,233.4
XEROX CAPITAL SERVICES, LLC	216071	02/19/2013	066342305	COPIER LEASE/BILLABLE PRINTS FOR PARKS DEPT.	$744.26	
			066342304	COPIER RENTAL/MAINT. FOR PD	$84.16	
			Remit to:	PASADENA, CA	$828.42	$31,233.4
YAMASHITA, JULIA J.	8559	02/11/2013	130201	DEC '12 PD FEB '13	$139.90	
			Remit to:	LAGUNA WOODS, CA	$139.90	$839.40
ZARA TERRELL	216003	02/11/2013	WINTER 2012/13	TUITION REIMBURSEMENT	$1,500.00	
			Remit to:	MORENO VALLEY, CA	$1,500.00	$1,500.00
ZUMAR INDUSTRIES, INC.	8434	02/04/2013	0142747	SIGN MATERIALS	$231.88	
			Remit to:	SANTA FE SPRINGS, CA	$231.88	$509.34

TOTAL CHECKS UNDER $25,000	**$1,451,906.17**
GRAND TOTAL	**$17,449,090.98**

Item No. A.4

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MV00196172

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MV00196173

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: April 23, 2013

TITLE: AUTHORIZE SUBMISSION OF GRANT APPLICATIONS FOR THE CALIFORNIA FEDERAL LANDS ACCESS PROGRAM

RECOMMENDED ACTION

Recommendation:

1. Authorize the submission of two grant applications for the California Federal Lands Access Program to the Office of Federal Lands Highway, Federal Highway Administration (FHWA).

BACKGROUND

The Federal Lands Access Program (Access Program) presents an opportunity for local entities to obtain funding for a variety of transportation projects accessing Federal Lands in the State of California. This new program was established by the Moving Ahead for Progress in the 21st Century (MAP-21), the new transportation authorization that was signed into law by the President on July 6, 2012, and was officially enacted on October 1, 2012. The goal of the Access Program is to improve transportation facilities that provide access to, are adjacent to, or are located within Federal lands. The Access Program supplements State and local resources for public roads, transit systems, and other transportation facilities, with an emphasis on recreation sites and economic generators. Access Program funds are intended for design, construction, or reconstruction and are not intended for maintenance projects (e.g., crack sealing, chip seal, potholes, or drainage repair). Application packages are due to the Office of Federal Lands Highway by April 30, 2013.

DISCUSSION

March Air Reserve Base (MARB) is a Federal installation located on Federal Lands. MARB has frequent airshows and the March Joint Powers Authority (MJPA) plans for

General Aviation as a part of its joint use agreement with MARB meet the recreational requirements for the Access Program. The economic generator benefits of MARB have been documented in several documents prepared for the Base. Roadways providing access to, and that are adjacent to MARB, are eligible for potential grant projects.

It is the intent of staff to submit two grant applications for the following projects:

- Improvements to Cactus Avenue third eastbound lane between Veteran's Way and Heacock Street; Improvements to Heacock Street between Cactus Avenue and San Michele Road.
- Improvements to Heacock Street between San Michele Road and Harley Knox Boulevard.

As part of the grant application, an endorsement from the MARB is required. Staff is in the process of obtaining that endorsement.

ALTERNATIVES

1. Authorize the submission of grant applications for the California Federal Lands Access Program. *Staff recommends this action so that grant applications can be submitted to the Office of Federal Lands Highway before the April 30, 2013 deadline.*

2. Do not authorize the submission of grant applications for the California Federal Lands Access Program. *If such authority is not granted, the City will not submit grant applications to the Office of Federal Lands Highway for projects providing access to the MARB.*

FISCAL IMPACT

All applications for the California Federal Lands Access Program require a commitment of 11.47 percent matching funding from the agency submitting the application. If a project is selected for the Access Program, the scope of work and estimated cost would be negotiated with the FHWA prior to an Agreement being executed. Therefore, the match amount is unknown at this time. However, if a project is selected, any Agreement would require consideration and approval by City Council. The source of the matching funds would come from available Gas Tax funds (Fund 2000) and/or Measure A funds (Fund 2001). These funds may be used only to implement transportation related programs. There is no impact to the General Fund with this action.

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:
Develop a variety of city revenue sources and policies to create a stable revenue base and fiscal policies to support essential city services, regardless of economic climate.

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous materials incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

Prepared By:
Michael Lloyd
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Eric Lewis, P.E. T.E.
City Traffic Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00196177

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Abdul Ahmad, Fire Chief

AGENDA DATE: April 23, 2013

TITLE: APPROVE THE COOPERATIVE AGREEMENT WITH THE RIVERSIDE COUNTY FIRE DEPARTMENT FOR FIRE PROTECTION, FIRE PREVENTION, RESCUE, AND MEDICAL EMERGENCY SERVICES

RECOMMENDED ACTION

Recommendations:

1. Approve the Cooperative Agreement with the Riverside County Fire Department for Fire Protection, Fire Prevention, Rescue and Medical Emergency Services.

2. Authorize the Mayor to execute the Cooperative Agreement.

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Cooperative Agreement with the Riverside County Fire Department for Fire Protection, Fire Prevention, Rescue and Medical Emergency Services was presented on April 8 to the Public Safety Subcommittee. The Subcommittee reviewed the Agreement and recommended that it be presented to City Council for approval.

BACKGROUND

Since 1985, the City of Moreno Valley has received fire protection services through a Cooperative Agreement with the Riverside County Fire Department. This Agreement has been renewed on five separate occasions: 1990, 1993, 1997, 2002, and 2009. The current Agreement between the City and the County expired on June 30, 2012; however, per Section IV, Sections C and D, the County of Riverside notified the City on June 21, 2012 that an extension of that agreement was granted for one full year due to negotiation delays between the County of Riverside and the State of California.

DISCUSSION

The new Cooperative Agreement for Fire Protection, Fire Prevention, Rescue and Medical Emergency Services between the City of Moreno Valley and the County of Riverside has been reviewed by the City Attorney's Office and Riverside County Counsel's Office and has been approved by both legal counsels. The agreement will be effective from July 1, 2013 through June 30, 2016. The salient provisions of the Agreement are as follows:

1. The Agreement expires on June 20, 2016. One (1) year prior to the end of the Agreement, the City shall give the County written notice if they intend to enter into a new Agreement.

2. Either party may terminate the Agreement by providing written notice of termination to the other party no less than one (1) year prior to the expiration date of the Agreement. In no event shall this Agreement be terminated by either party after June 30, 2015.

3. In the event that the City requires a reduction of services or CAL FIRE employees, the city shall provide one hundred twenty (120) days written notice to the County.

4. As provided in Health and Safety Code Section 13009, the County may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using City equipment and personnel under the terms of this Agreement, the County may, on request of the City, bring such an action for collection of costs incurred by the City. In the event of recovery, the County shall apportion to the City its pro-rata proportion of recovery, less the reasonable pro-rata costs including legal fees.

ALTERNATIVES

1. Approve and authorize the recommended action as presented in this staff report. *This alternative will update the existing Fire Services Cooperative Agreement between the City of Moreno Valley and the County of Riverside.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative would require City Council to provide direction to staff.*

FISCAL IMPACT

Funds for this Agreement are allocated each fiscal year as part of the City Council budget adoption process. No additional funds are being requested to support this agreement.

CITY COUNCIL GOALS

1. Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

2. Positive Environment. Create a positive environment for the development of Moreno Valley.

ATTACHMENTS

Attachment 1 Cooperative Agreement for Fire Protection Services

Prepared By:
Cynthia Owens
Management Assistant

Department Head Approval:
Abdul Ahmad
Fire Chief

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00196181

A COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF MORENO VALLEY

THIS AGREEMENT, made and entered into this ____ day of _____, 2013, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department, (hereinafter referred to as "COUNTY") and the City of Moreno Valley, a duly created city, (hereinafter referred to as "CITY"), whereby it is agreed as follows:

SECTION I: PURPOSE

The purpose of this Agreement is to arrange for COUNTY, through its Cooperative Fire Programs Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") with the California Department of Forestry and Fire Protection ("CAL FIRE") to provide CITY with fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists (hereinafter called "Fire Services"). This Agreement is entered into pursuant to the authority granted by Government Code Sections 55603, 55603.5, 55606, 55632 and 55642, and will provide a unified, cooperative, integrated, and effective fire services system. COUNTY's ability to perform under this Agreement is subject to the terms and conditions of the CAL FIRE Agreement.

SECTION II: DESIGNATION OF FIRE CHIEF

A. The County Fire Chief appointed by the Board of Supervisors, or his designee, (hereinafter referred to as "Chief") shall represent COUNTY and CITY during the period of this Agreement and Chief shall, under the supervision and direction of the County Board of Supervisors, have charge of the organization described in Exhibit "A", attached hereto and made a part hereof, for the purpose of providing Fire Services as deemed necessary to satisfy the needs of both the COUNTY and CITY, except upon those lands wherein other agencies of government have responsibility for the same or similar Fire Services.

B. CITY may budget for the position of a Deputy Chief or a Division Fire Chief or COUNTY may assign an existing Chief Officer as the Contract City representative ("City Representative"). The Chief may delegate certain authority to the City Representative, as the Chief's duly authorized designee and the City Representative shall be responsible for directing the Fire Services provided to CITY as set forth in Exhibit "A".

C. COUNTY will be allowed flexibility in the assignment of available personnel and equipment in order to provide the Fire Services as agreed upon herein.

D. CITY provides Fire Protection and Planning Services through the City Fire Marshal. The City Fire Marshal is under the supervision of and reports to the City Fire Chief.

SECTION III: PAYMENT FOR SERVICES

A. CITY shall annually appropriate a fiscal year budget to support the Fire Services designated at a level of service mutually agreed upon by both parties and as set forth in Exhibit "A." This Exhibit may be amended in writing by mutual agreement by both parties in the event of an increase and/or decrease of salary or expenses or when CITY requests an increase and/or decrease in services.

1. Any changes to the salaries or expenses set forth in Exhibit "A" made necessary by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes in the level of salaries or expenses, shall be paid from the funds represented as set forth in Exhibit "A." There shall be no obligation on the part of CITY to expend or appropriate any sum in excess of Exhibit "A" which exceeds the yearly appropriation of CITY for the purposes of this Agreement. If within thirty (30) days after notice, in writing, from COUNTY to CITY that the actual cost of maintaining the services specified in Exhibit "A" as a result of action by the Legislature, CAL FIRE or other public agency will exceed the total amount specified therein, and CITY has failed to agree to make available the necessary additional funds, COUNTY shall have the right to unilaterally reduce the services furnished under this Agreement by an appropriate amount and shall promptly notify CITY, in writing, specifying the services to be reduced. Personnel reductions resulting solely due to an increase in employee salaries or expenses occurring after signing this Agreement and set forth in Exhibit "A" to this Agreement shall not be subject to relocation expense reimbursement by CITY, as outlined in Section III, B. If CITY desires to add funds to the total included herein to cover the cost of increased salaries or services necessitated by actions described herein, such increase shall be accomplished by an amendment to Exhibit "A" and approved by the parties hereto.

2. In the event CITY requests an increase in services and paragraph A.1. of this Section is not applicable, an amendment to Exhibit "A" may be approved by the parties hereto.

B. COUNTY provides fire personnel, equipment and services through its CAL FIRE Agreement. In the event CITY desires a reduction in CAL FIRE or COUNTY civil service employees or services assigned to CITY as provided for in Exhibit "A," when paragraph A.1. of this Section is not applicable, CITY shall provide one hundred twenty (120) days written notice of the requested reduction. Proper notification shall include the following: (1) The total amount of reduction; (2) The effective date of the reduction; and (3) The number of employees, by classification, affected by the proposed reduction. If such notice is not provided, CITY shall reimburse COUNTY for relocation costs

incurred by COUNTY because of the reduction, in addition to any other remedies available resulting from the reduction in services.

C. CITY shall pay COUNTY actual costs for Fire Services pursuant to this Agreement in an amount not to exceed that set forth in Exhibit "A," as amended. COUNTY shall make a claim to CITY for the actual cost of contracted services, pursuant to Exhibit "A," on a quarterly basis. CITY shall pay each claim within thirty (30) days after receipt thereof.

D. Chief may be authorized to negotiate and execute any amendments to Exhibit "A" of this Agreement on behalf of COUNTY as authorized by the Board of Supervisors. CITY shall designate a "Contract Administrator" who shall, under the supervision and direction of CITY, be authorized to execute amendments to Exhibit "A" on behalf of CITY.

E. ____ ____ [ ] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "B" are incorporated herein and shall additionally apply to this agreement regarding payment of services.

F. ____ ____ [X] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "C" are incorporated herein and shall additionally apply to this agreement regarding payment for the Fire Engine Use Agreement. In the event that a fire engine which was initially purchased by the CITY and then the CITY elects to have the COUNTY take responsibility of said fire engine(s), the following will apply. All capital improvements and/or betterments to the fire engine(s) will be the responsibility and paid for by the owner of said engine(s). All other maintenance and repairs to the fire engine(s) listed in the attached Exhibit "C" will be the responsibility and paid for by the COUNTY under this Agreement. The insurance responsibility will be dependant upon the CITY'S option to maintain or transfer title of said fire engine(s).

G. Notwithstanding Paragraph F herein if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this agreement regarding payment of services. In the event that fire engine, owned and maintained by the CITY has a catastrophic failure, the COUNTY Fire Chief may allow use of a COUNTY fire engine, free of charge up to one hundred twenty (120) days. After the initial one hundred twenty (120) days, a rental fee will be applied to the CITY invoice for use of said COUNTY fire engine. The rental fee shall be Nine Hundred Forty Four Dollars ($944.00) per day, or Six Thousand Six Hundred Eight Dollars ($6,608.00) per week.

SECTION IV: INITIAL TERM AND RENEWAL

A. The term of this Agreement shall be from July 1, 2013, to June 30, 2016. Either party to this Agreement may terminate this Agreement by providing a written

notice of termination to the other party hereto no less than one (1) year prior to the expiration of the term hereof. If such notice is given unilaterally by COUNTY except any notice issued because of actions of CAL FIRE or CITY, COUNTY agrees to continue to provide Fire Services to CITY until such time as CITY has a reasonable opportunity to implement alternative Fire Services. In no event shall this Agreement be terminated by either party after June 30, 2015.

B. One (1) year prior to the date of expiration of this Agreement, CITY shall give COUNTY written notice of whether CITY intends to extend this Agreement or enter into a new agreement with COUNTY for Fire Services and, if so, whether CITY intends to change the level of Fire Services provided under this Agreement.

C. If CITY fails to provide such notice, as defined in paragraph B above, COUNTY shall have the option to extend this Agreement for a period of up to one (1) year from the original termination date and to continue providing services at the same or reduced level as COUNTY determines would be appropriate during the extended period of this Agreement. Six (6) months prior to the date of expiration of this Agreement, or any extension hereof, COUNTY shall give written notice to CITY of any extension of this Agreement and any changes in the level of Fire Services COUNTY will provide during the extended period of this Agreement. Services provided and obligations incurred by COUNTY during an extended period shall be accepted by CITY as services and obligations under the terms of this Agreement.

D. The cost of services provided by COUNTY during the extended period shall be based upon the amounts that would have been charged to CITY during the fiscal year in which the extended period falls, had a new agreement been extended under this Section IV. Payment by CITY for services rendered by COUNTY during the extended period shall be in accordance with Exhibit "A," of this Agreement.

SECTION V: TERMINATION

Either party to this Agreement may terminate this Agreement by providing a written notice of termination to the other party hereto no less than one (1) year prior to the expiration of the term hereof. This Agreement may be terminated by the voters of either the COUNTY or the CITY pursuant to Government Code §55603.5.

SECTION VI: COOPERATIVE OPERATIONS

All Fire Services contemplated under this Agreement shall be performed by both parties to this Agreement working as one unit; therefore, personnel and equipment belonging to either CITY or COUNTY may be temporarily dispatched elsewhere from time to time for mutual aid.

SECTION VII: MUTUAL AID

Pursuant to Health and Safety Code Sections 13050 et seq., when rendering mutual aid or assistance, COUNTY may, at the request of CITY, demand payment of charges and seek reimbursement of CITY costs for personnel, equipment and operating expenses as funded herein, under authority given by Health and Safety Code Sections 13051 and 13054. COUNTY, in seeking said reimbursement pursuant to such request of CITY, shall represent the CITY by following the procedures set forth in Health and Safety Code Section 13052. Any recovery of CITY costs, less actual expenses, shall be paid or credited to the CITY, as directed by CITY.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Sections 13051 and 3054 to the officer designated by CITY.

SECTION VIII: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code Section 13009, COUNTY may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using CITY equipment and personnel under the terms of this Agreement, COUNTY may, on request of CITY, bring such an action for collection of costs incurred by CITY. In such a case CITY appoints and designates COUNTY as its agent in said collection proceedings. In the event of recovery, COUNTY shall apportion to CITY its pro-rata proportion of recovery, less the reasonable pro-rata costs including legal fees.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Section 13009 to the officer designated by CITY.

SECTION IX: PROPERTY ACCOUNTING

All personal property provided by CITY and by COUNTY for the purpose of providing Fire Services under the terms of this Agreement shall be marked and accounted for in such a manner as to conform to the standard operating procedure established by the County Fire Department for the segregation, care, and use of the respective property of each.

SECTION X: FACILITY

City shall provide Fire Station(s), strategically located to provide standard response time within the City of Moreno Valley from which fire operations shall be conducted. If the Fire Station(s) are owned by the City, the City shall maintain the facilities at its cost and expense. In the event City requests County to undertake repairs or maintenance costs or services, the costs and expenses of such repairs or maintenance shall be reimbursed to County through the Support Services Cost Allocation, or as a direct Invoice to the City.

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SECTION XI: INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by applicable law, COUNTY shall and does agree to indemnify, protect, defend and hold harmless CITY, its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively, **"Indemnitees"**) for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the Services performed hereunder by COUNTY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of COUNTY, its officers, employees, subcontractors, agents, or representatives (collectively, **"Liabilities"**). Notwithstanding the foregoing, the only Liabilities with respect to which COUNTY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

To the fullest extent permitted by applicable law, CITY shall and does agree to indemnify, protect, defend and hold harmless COUNTY, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives (collectively, **"Indemnitees"**) for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder, by CITY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of CITY its officers, employees, subcontractors, agents, or representatives (collectively, **"Liabilities"**). Notwithstanding the foregoing, the only Liabilities with respect to which CITY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

SECTION XII: AUDIT

COUNTY and CITY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this Agreement. COUNTY and CITY agree to

maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated or as required by law, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. COUNTY and CITY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

SECTION XIII: DISPUTES

CITY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITY, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief that a situation exists under this Agreement in which a decision to serve the interest of CITY has the potential to conflict with COUNTY interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the CITY and COUNTY employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposed of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. CITY and COUNTY agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between CITY and COUNTY representatives may be resolved, by mutual agreement of the parties, through alternate forms of dispute resolution, including, but not limited to, mediation or non-binding arbitration. The costs associated with the selected form of dispute resolution such as mediation or non-binding arbitration shall be shared equally among the participating parties. If the alternate form of dispute resolution does not resolve the issue(s), the parties reserve the right to seek remedies as provided by law or in equity. Venue for litigation shall be in Riverside County.

Any claims or causes of actions, whether they arise out of unresolved disputes as specified in this Section or claims by third parties that are made against the COUNTY, shall be submitted to the Office of the Clerk of the Board for the County of Riverside in a timely manner.

SECTION XV: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

COUNTY	CITY OF MORENO VALLEY
County Fire Chief	City Manager
210 W. San Jacinto Ave.	City of Moreno Valley

Perris, CA 92570

Post Office Box 88005
Moreno Valley, CA 92552-0805

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

SECTION XVI: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of Fire Services. It may be amended or modified upon the mutual written consent of the parties hereto. This Agreement does NOT supplement other specific agreements entered into by both parties for equipment or facilities, and excepting those equipment or facilities agreements, this Agreement cancels and supersedes any previous agreement for the same or similar services.

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[Signature Provisions on following page]

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated: _____

CITY OF MORENO VALLEY

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

(SEAL)

APPROVED AS TO FORM:

_____

Dated: _____

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By: _____
Deputy

(SEAL)

APPROVED AS TO FORM:
PAMELA J. WALLS,
County Counsel

By: _____
ERIC STOPHER
Deputy County Counsel

H:\COOP AGREEMENTS-LEASES-MOU'S\CONTRACT CITIES\MORENO VALLEY - CONTRACT CITY\MORENO VALLEY Cooperative Agreement 070113-063016.010713.doc

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MV00196191

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF MORENO VALLEY
DATED OCTOBER 2, 2012 FOR FY 12/13
(Adding Station 99, Oct. 2012)

	CAPTAIN'S		CAPTAIN'S MEDICS	ENGINEER'S		ENGINEER MEDICS		FF II'S		FF II MEDICS		TOTALS		
STA. #2	333,687	2		142,698	1	159,689	1			277,343	2	913,417	6	
(Truck)	500,531	3		428,093	3			731,994	6			1,660,619	12	
STA. #6	333,687	2		285,396	2					277,343	2	896,426	6	
STA. #48	333,687	2		285,396	2					277,343	2	896,426	6	
STA. #58	333,687	2		285,396	2					277,343	2	896,426	6	
(Truck)	0	0		0	0	0	0	0	0	0	0	0	0	
STA. #65	333,687	2		285,396	2					277,343	2	896,426	6	
STA. #91	333,687	2		142,698	1	159,689	1			277,343	2	913,417	6	
(Truck)	*0	2		285,396	2			487,996	4			773,392	8	
STA. #99	333,687	2		285,396	2					416,014	3	776,323	7	(Oct.-June)
Fixed Relief	333,687	2		285,396	2					277,343	2	896,426	6	
Vac. Relief - Engine	166,844	1		285,396	2					138,671	1	590,911	4	
Vac. Relief - Truck	*0	1		142,698	1	0	0			0	0	142,698	2	
SUBTOTALS	3,336,875			3,139,352		319,378		1,219,991		2,496,084		10,252,905		
SUBTOTAL STAFF		23			22		2		10		18		75	

DIVISION CHIEF	245,383	each	245,383	1.0	
BATTALION CHIEF	230,305	each	460,609	2.0	
SUBTOTAL			$705,992	78.0	
ESTIMATED SUPPORT SERVICES					
Administrative/Operational	14,606	per assigned Staff **	248,302	68.0	(July-Sept.)
Administrative/Operational	14,606	per assigned Staff **	821,588	75.0	(Oct.-June)
Volunteer Program	9,363	Per Entity Allocation	9,363	1.0	
Medic Program	5,739	per assigned Medics	24,391	17.0	(July-Sept.)
Medic Program	5,739	per assigned Medics	86,085	20.0	(Oct.-June)
Fleet Support	35,617	per Fire Suppression Equip	89,043	10.0	(July-Sept.)
Fleet Support	35,617	per Fire Suppression Equip	293,840	11.0	(Oct.-June)
ECC Support		Calls/Station Basis	104,204		(July-Sept.)
ECC Support		Calls/Station Basis	321,606		(Oct.-June)
Comm/IT Support		Calls/Station Basis	182,243		(July-Sept.)
Comm/IT Support		Calls/Station Basis	562,462		(Oct.-June)
Hazmat Support			15,114		(July-Sept.)
Hazmat Support			47,488		(Oct.-June)
SUPPORT SERVICES SUBTOTAL			2,805,727		
ESTIMATED DIRECT CHARGES			95,392		
FIRE ENGINE USE AGREEMENT	19,200	each engine	57,600	3	
TOTAL STAFF COUNT				78.0	
TOTAL **ESTIMATED** CITY BUDGET			$13,917,615		

*Three Captains at FS #91 funded by Riverside County.

SUPPORT SERVICES

Administrative & Operational Services		**	75.0	Assigned Staff
Finance				
Training	Procurement		75.00	Total Assigned Staff
Data Processing	Emergency Services			
Accounting	Fire Fighting Equip.		6	Fire Stations
			7	Fire Stations
Personnel	Office Supplies/Equip.		13,429	Number of Calls
			6	Hazmat Stations
			7	Hazmat Stations
			10	Number of Hazmat Calls

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

FY 12/13 POSITION SALARIES TOP STEP

248,679	DEPUTY CHIEF
245,383	DIV CHIEF
230,305	BAT CHIEF
166,844	CAPT
184,768	CAPT MEDIC
142,698	ENG
159,689	ENG/MEDIC
121,999	FF II
138,671	FF II/MEDIC
127,015	FIRE SAFETY SUPERVISOR
118,433	FIRE SAFETY SPECIALIST
101,475	FIRE SYSTEMS INSPECTOR
56,023	OFFICE ASSISTANT III
66,145	SECRETARY I

19,200	FIRE ENGINE
14,606	SRVDEL
9,363	VOL DEL
5,739	MEDIC DEL
52,533	BATT DEL
11,993	ECC STATION
25.68	ECC CALLS
35,617	FLEET SUPPORT
20,979	COMM/IT STATION
44.91	COMM/IT CALLS
1,897	FACILITY STATION
518.54	FACILITY FTE
2,863	HAZMAT STATION
4,151.49	HAZMAT CALLS
1,761	HAZMAT VEHICLE REPLACEMENT

FY 12/13 DIRECT BILL ACCOUNT CODES

520230	Cellular Phone
520300	Pager Service
520320	Telephone Service
520800	Household Expense
520805	Appliances
520815	Cleaning and Custodial Supp
520830	Laundry Services
520840	Household Furnishings
520845	Trash
521380	Maint-Copier Machines
521440	Maint-Kitchen Equipment
521540	Maint-Office Equipment
521600	Maint-Service Contracts
521660	Maint-Telephone
521680	Maint-Underground Tanks
522310	Maint-Building and Improvement
522360	Maint-Extermination
522860	Medical-Dental Supplies
522870	Other Medical Care Materials
522890	Pharmaceuticals
523220	Licenses And Permits
523680	Office Equip Non Fixed Assets
526700	Rent-Lease Bldgs
526940	Locks/Keys
527280	Awards/Recognition
529500	Electricity
529510	Heating Fuel
529550	Water
537240	Interfnd Exp-Utilities
542060	Improvements-Building

EXHIBIT "C"

**TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL AID FOR THE CITY OF MORENO VALLEY
DATED _____, 2013**

PAYMENT FOR SERVICES
ADDITIONAL SERVICES
FIRE ENGINE USE AGREEMENT

Station 2	
Engine 02, RCO No. 08-868	$ 19,200.00
Station 58	
Engine 58, RCO No. 06-800	$ 19,200.00
Station 65	
Engine 65, RCO No. 94-826	$ 19,200.00
	$ 57,600.00

The Fire Engine Use Agreement is utilized in the event that a fire engine(s) which was initially purchased by the CITY, and then the CITY elects to have the COUNTY take responsibility of said fire engine(s). The Fire Engine Use Agreement guarantees the CITY the use of this fire engine(s), the COUNTY network of equipment, and resources of the COUNTY.

This fire engine(s) shall be used as an integrated unit for Fire Services as set forth in this Cooperative Agreement between the COUNTY and CITY, and shall be stationed primarily in the CITY. The change in ownership of the fire engine does not waive or supersede any responsibilities of the CITY pursuant to this agreement. This exhibit is strictly to further detail for the CITY, the responsibilities and costs associated within the Cooperative Agreement between the COUNTY and CITY; therefore, the Fire Engine Use Agreement is inseparable.

The CITY will have the option of transferring title of said fire engine(s) to the COUNTY. If the CITY transfers title of said fire engine(s) to the County, the County will take ownership of the said fire engine(s), and the County will maintain insurance on said fire engine(s). If the CITY opts to maintain ownership and title of said fire

engine(s), the CITY will maintain insurance on said fire engine(s). Proof of Insurance is to be provided to the COUNTY.

The COUNTY will ensure a working fire engine(s) is available for the CITY at all times under this agreement. All capital improvements and/or betterments to the fire engine(s) listed above, will be the responsibility and paid for by the COUNTY under this Agreement.

When the Riverside County Fire Department Fleet personnel determine the fire engine(s) listed above is due for replacement, the COUNTY will purchase a new fire engine(s); and, survey the old fire engine(s).

The annual cost for this service is calculated at 1/20 of the replacement cost. The current replacement cost is $384,000.00. If this Agreement is entered into mid-year, the annual cost will be prorated accordingly.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: April 23, 2013

TITLE: APPROVE AND ADOPT RESOLUTION 2013-22 IMPLEMENTING PERMIT PARKING ON MEDITERRANEAN DRIVE

RECOMMENDED ACTION

Recommendation:

1. Approve and Adopt Resolution No. 2013-22 implementing permit parking on Mediterranean Drive located just west of Perris Boulevard and Suburban Lane.

ADVISORY BOARD/COMMISSION RECOMMENDATION

A public meeting was held at the special meeting held by the Traffic Safety Commission meeting on March 6, 2013. The Commission voted unanimously by all members present to approve the implementation of permit parking on Mediterranean Drive.

BACKGROUND

Mediterranean Drive is a residential cul-de-sac that is approximately 500 feet long and 36 feet wide. There are 19 homes that have been impacted by the activity caused by vehicles for sale. The activity occurs periodically throughout the week and peaks during the weekend. The residents have complained about trash being left behind, loitering, driveways being blocked, and utility vehicles such as Verizon, SCE, the Gas Company and contractors are unable to park and work within the call-out area because of the for sale vehicles. This is a continual nuisance to the residents and they are requesting permit parking to eliminate this unwanted activity not normally experienced on public streets.

DISCUSSION

The City has an established permit-parking program to address specific neighborhoods that have an extraordinary demand for parking caused by adjacent uses such as parks, schools, and businesses, etc. A resident filled out an application and a petition was circulated. There were sufficient resident signatures collected to demonstrate support of the proposed permit parking.

Public notice signs were posted in the subject area and letters were mailed to the residents providing them with information of the potential change in current parking conditions. The letters also invited them to speak at the public hearing to convey any concerns they have regarding the existing conditions and questions they may have regarding permit parking.

ALTERNATIVES

1. Approve and adopt the proposed Resolution and direct staff to implement permit parking on Mediterranean Drive. This alternative is recommended to improve the condition for the residents.

2. Do not adopt the proposed Resolution, thereby not implementing permit parking on Mediterranean Drive. This alternative is not recommended. The resident's will continue to be subjected by the activity caused by the vehicles "for sale".

3. Provide staff with further direction.

FISCAL IMPACT

The estimated annual cost to implement the permit parking on Mediterranean Drive will be borne by the Public Works typical yearly signing and striping budget (Fund 2000-70-76-45122)

CITY COUNCIL GOALS

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

Community Image, Neighborhood Pride and Cleanliness. Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

ATTACHMENTS

Attachment 1- Proposed Resolution
Attachment 2- Location Map

Prepared By:
Edward I. Init
Senior Engineering Technician

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Eric Lewis, P.E.,T.E.
City Traffic Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00196199

RESOLUTION NO. 2013-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING AND AUTHORIZING INSTALLATION OF PERMIT PARKING ON MEDITERRANEAN DRIVE.

WHEREAS, the city Municipal Code section 12.08.090 allows for establishing permit parking areas in residential and commercial zones, subject to a public hearing before the Traffic Safety Commission; and

WHEREAS, the residents on Mediterranean Drive submitted an application and requested permit parking along the frontage of their residences; and

WHEREAS, a public hearing was conducted at the special meeting March 6, 2013, of the Traffic Safety Commission regarding the request; and

WHEREAS, on March 6, 2013, the Traffic Safety Commission reviewed and unanimously approved the implementation of permit parking on Mediterranean Drive; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occured

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

2. This City Council hereby authorizes and directs staff to implement permit parking on Mediterranean Drive.

APPROVED AND ADOPTED this 23rd day of April, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-22 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 23 day of April, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

LOCATION MAP
MEDITERRANEAN DRIVE

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MV00196203

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: April 23, 2013

TITLE: AUTHORIZE THE AWARD OF THE CONSTRUCTION CONTRACT TO BEDON CONSTRUCTION, INC. FOR THE MORENO MASTER DRAINAGE PLAN LINE "F", STAGE 2 CHANNEL IMPROVEMENTS -- PROJECT NO. 804 0005 70 77

RECOMMENDED ACTION

Recommendations:

1. Waive any and all minor irregularities and award the contract to Bedon Construction, Inc., P.O. Box 1235, Temecula, CA 92593, the lowest responsible bidder, for the Moreno Master Drainage Plan Line "F", Stage 2 Channel Improvements.

2. Authorize the City Manager to execute a contract with Bedon Construction, Inc.

3. Authorize the issuance of a Purchase Order to Bedon Construction, Inc. for the amount of $3,601,458.03 ($3,274,052.75 bid plus 10% contingency) when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Bedon Construction, Inc. up to, but not exceeding, the contingency amount of $327,405.28, subject to the approval of the City Attorney.

5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained system until Riverside County Flood Control and Water Conservation District accepts the ownership and maintenance responsibilities for

the improvements, and release the retention to Bedon Construction, Inc., if no claims are filed against the project.

BACKGROUND

On March 13, 2012, the City Council approved the award of a construction contract for the Cactus Avenue/Nason Street Improvement Project to Sully-Miller Contracting Company. The Cactus Avenue/Nason Street Improvement Project included flood control facilities of storm drain Line I, J, J-9 and Moreno Master Drainage Plan (MMDP) Line "F", Stage 2 Channel Improvements and as part of that City Council Staff Report, it was stated that the project is within the scope of the previously certified Environmental Impact Report and that none of the conditions that call for a Subsequent Environmental Impact Report have occurred. Unfortunately, sufficient funding was not available at that time to finance the construction phase of MMDP Line "F", Stage 2 Channel Improvements.

On February 26, 2013 the City Council approved the Cooperative Agreement with the District for the MMDP Line "F", Stage 2 Channel Improvements and authorized the appropriation of $4,000,000 to fund the construction phase of the project. The District provided Cooperative Agreement stipulates the terms and conditions which includes the District's maximum monetary contribution in the amount of $4,000,000 and that the City will prepare the bidding documents, advertise and administer the project construction, convey necessary right of way to the District and when construction is complete to the District's satisfaction, the District will take over the ownership and maintenance of the improvements.

DISCUSSION

The limits for the proposed MMDP Line "F", Stage 2 Channel Improvements project are approximately 4,500 feet long and starts at 800 feet west of Oliver Street to join the existing improved channel in the proximity of the Grande Vista Drive and Iris Avenue intersection.

The work involved is to fully improve the existing earthen trapezoidal flood control channel with a concrete lining; the construction will also provide access roads, maintenance ramps, and storm drain lateral stubs.

This project will complete a majority of the public infrastructure in the City center area to help the City promote and attract new medical related developments, furthering and building upon the expansions underway by surrounding medical facilities, which is consistent with the City's Economic Development Action Plan approved by the City Council in April 2011.

Formal bidding procedures have been followed in conformance with the Public Contract Code. The City Clerk opened bids at 2:15 p.m. on April 16, 2013, for the subject project. Eight (8) bids were received as follows:

	CONTRACTORS	Total Bid Amounts
1.	**Bedon Construction, Inc., Temecula**	**$3,274,052.75**
2.	KIP Incorporated, Murrieta	$3,352,362.50
3.	KEC Engineering, Corona	$3,487,691.00
4.	H&H General Contractors, Inc., Highland	$3,638,820.00
5.	Southwest General Engineering, Inc., Riverside	$3,793,538.10
6.	Riverside Construction Company, Inc., Riverside	$3,808,215.00
7.	Belczak & Sons, Inc., Anaheim	$3,880,436.00
8.	Fleming Environmental, Inc., Fullerton	$5,052,882.25

Engineer's Estimate $3,516,000.00

The lowest responsible bidder was determined by comparing the cumulative total for all Bid items, as stipulated in the bidding documents. Staff has reviewed the bid by Bedon Construction, Inc. and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by Bedon Construction, Inc. in their bid.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the timely construction of the MMDP Line "F", Stage 2 Channel Improvements, thus, reducing the threat of flood damage in the area.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the timely construction of the MMDP Line "F", Stage 2 Channel Improvements, leaving this area under the potential threat of flood damage.*

FISCAL IMPACT

Pursuant to the terms of a Cooperative Agreement between the District and the City, the District will contribute up to $4,000,000 to construct MMDP Line "F", Stage 2 Channel Improvements. There is no impact to the General Fund.

TOTAL FUNDS FOR CONSTRUCTION:

Fiscal Year 2012/2013:
(Account No. 3002-70-77-80004, Project No. 804 0005 70 77) $4,000,000
Total Budget $4,000,000

ESTIMATED CONSTRUCTION RELATED COSTS:

Contractor Construction Costs (includes Contingency) $3,602,000
Construction Design Support Services $85,000
Construction Survey Services $80,000

Construction Geotechnical Services	$80,000
Construction Management and Project Administration*	$140,000
Total Estimated Project Costs	$3,987,000

**Public Works and consultant staff will provide Construction Management and Project Administration including inspection services.*

ANTICIPATED PROJECT SCHEDULE:

Start Construction	May/June 2013
Anticipated Completion of Construction	October/November 2013

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This project implements an initiative of the Economic Development Action Plan. The proposed improvements consist of ultimate improvements of 4,500 feet long Moreno Master Drainage Plan Line "F", Stage 2 Channel Improvements. City staff is recommending contract award to Bedon Construction, Inc. for the project.

ATTACHMENTS

Attachment 1: Location Map
Attachment 2: Agreement with Bedon Construction, Inc.

Prepared By:
Viren A. Shah, P.E.
Consultant Project Manager

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00196209

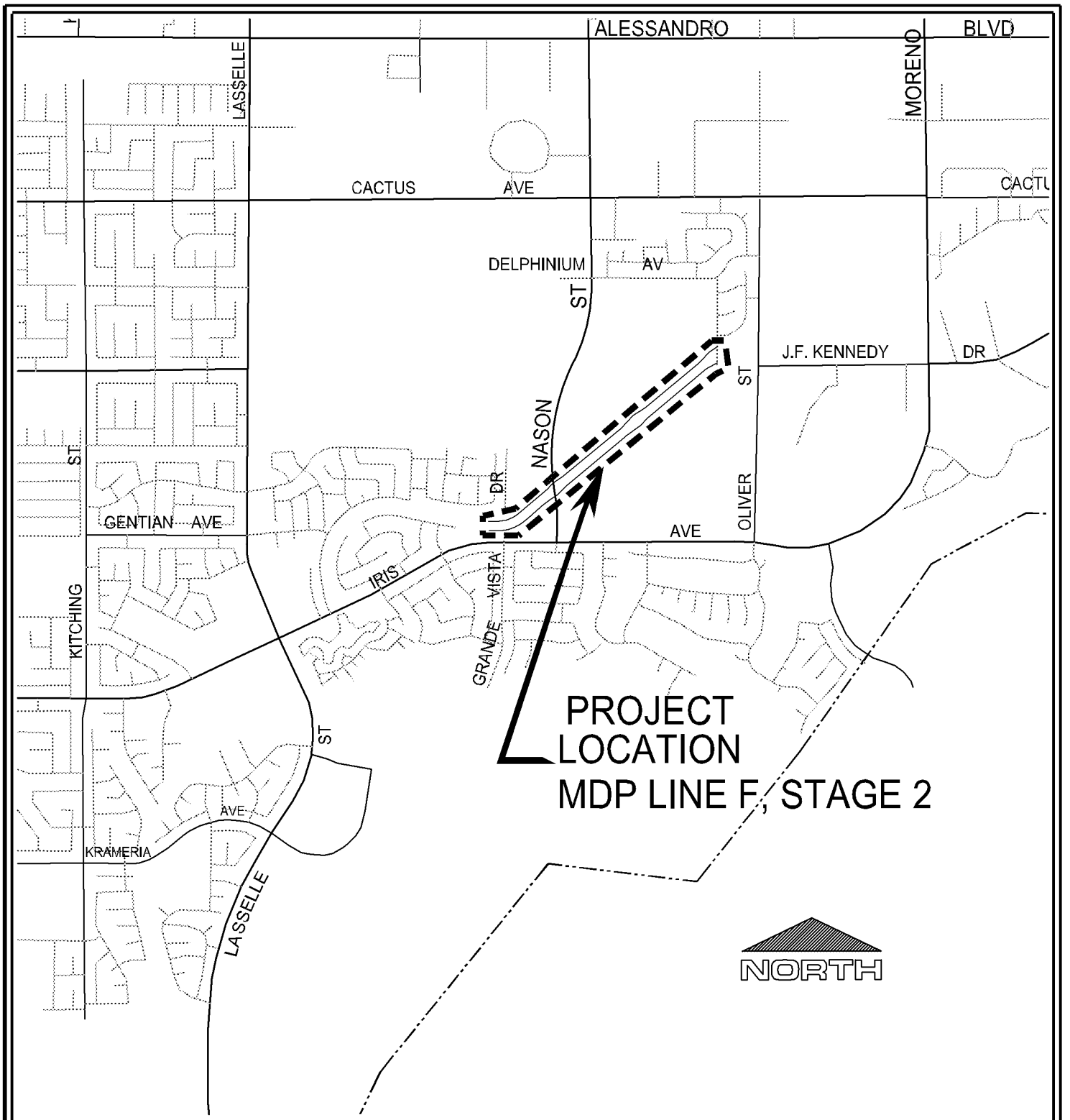

LOCATION MAP

Public WorksDepartment
Capital Projects Division

Scale: None

ATTACHMENT 1

MORENO MASTER DRAINAGE PLAN
LINE F, STAGE 2 CHANNEL IMPROVEMENTS
PROJECT NUMBER 804 0005 70 77

Date: 04 Feb 13 – 2:43 pm
File: W:\CapProj\CapProj\PROJECTS\Viren – 804 0005 70 77 Line F\Design Phase\Auto CAD\Location_Map\Location Map.dwg
User: deepaks

Item No. A.8

MV00196210

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MV00196211

Agreement No._____

AGREEMENT

PROJECT NO. 804 0005 70 77

MORENO MASTER DRAINAGE PLAN
LINE "F", STAGE 2 CHANNEL IMPROVEMENTS

THIS Agreement, effective as of the date signed by the City of Moreno Valley by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Bedon Construction, Inc.**, hereinafter called the "Contractor."

That the City and the Contractor for the consideration hereinafter named, agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of the following, which are incorporated herein by this reference:

A. Governmental approvals, including, but not limited to, permits required for the Work
B. Any and all Contract Change Orders issued after execution of this Agreement
C. This Agreement
D. **Addendum No. 1** inclusive, issued prior to the opening of the Bids
E. City Special Provisions, including the General Provisions and Technical Provisions
F. Standard Specifications for Public Works Construction ("Greenbook") – latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
G. Reference Specifications/Reference Documents
H. Project Plans
I. City Standard Plans
J. Caltrans Standard Plans
K. Other Agency Standard Plans
   - Riverside County Flood Control and Water Conservation District (RCFC&WCD)
   - Eastern Municipal Water District (EMWD)
L. The bound Bidding Documents
M. Contractor's Certificates of Insurance and Additional Insured Endorsements
N. Contractor's Bidder's Proposal and Subcontractor Listing

In the event of conflict between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the above order of precedence.

2. REFERENCE DOCUMENTS. The following Reference Documents are not considered Contract Documents and were provided to the Contractor for informational purposes:

A. Geotechnical Reports
B. Autocad files with existing and design topography

3. SCOPE OF WORK. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work described in the Contract Documents, except as otherwise provided in the Plans, Standard Specifications, or City Special Provisions to be the responsibility of others.

4. PAYMENT.

4.1. **Contract Price and Basis for Payment**. In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items set forth the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Bid Items awarded by the City is **Three Million Two Hundred Seventy Four Thousand Fifty Two and 75/100 Dollars ($3,274,052.75)** ("Contract Price"). It is understood and agreed that the quantities set forth in the Bidder's Proposal for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder's Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the City Engineer.

4.2. **Payment Procedures**. Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Article 9 of the Standard Specifications, as modified by Article 9 of the City Special Provisions.

5. CONTRACT TIME.

A. Initial Notice to Proceed. After the Agreement has been fully executed by the Contractor and the City, the City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements constitutes the date of commencement of the Contract Time of **eighty (80) Working Days**. The Contract Time includes the time necessary to fulfill preconstruction requirements, place the order of materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements shall further specify that Contractor must complete the preconstruction requirements within **fifteen (15) Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

Preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of Traffic Control Plans
- Submitting and obtaining approval of the Stormwater Pollution Prevention Plan (SWPPP)/Water Pollution Control Plan (WPCP)
- Submitting and obtaining approval of critical required submittals
- Installation of the approved Project Identification Signs
- Obtaining an approved no fee Encroachment Permit from the City
- Obtaining an Encroachment Permit and Notice to Proceed for Construction from RCFC & WCD
- Obtaining a Temporary Use Permit for a construction yard
- Notifying all agencies, utilities, residents, etc., as outlined in the Bidding Documents

If the City's issuance of a Notice to Proceed to Fulfill Preconstruction Requirements is delayed due to Contractor's failure to return the fully executed Agreement and insurance and bond documents within ten (10) Working Days after Contract award, then Contractor agrees to the deduction of one (1) Working Day from the number of days to complete the Project for every Working Day of delay in the City's receipt of said documents. This right is in addition to and does not affect the City's right to demand forfeiture of Contractor's Bid Security of Contractor persistently delays in providing the required documentation.

B. Notice to Proceed with Construction. After all preconstruction requirements are met and materials have been ordered in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements, the City shall issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

6. LIQUIDATED DAMAGES AND CONTROL OF WORK

6.1. **Liquidated Damages.** The Contractor and City (collectively, the "Parties") have agreed to liquidate damages with respect to Contractor's failure to fulfill the preconstruction requirements, and/or failure to complete the Work within the Contract Time. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85. Contractor acknowledges and agrees that the liquidated damages are intended to compensate the City solely for Contractor's failure to meet the deadline for completion of the Work and will not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

In the event that Contractor fails to fulfill the preconstruction requirements and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the City **$1,000.00 per Calendar day** that completion of the Work is delayed beyond the Contract Time, as adjusted by Contract Change Orders. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

The Contractor and City acknowledge and agree that the foregoing liquidated damages have been set based on an evaluation of damages that the City will incur in the event of late completion of the Work. The Contractor and City acknowledge and agree that the amount of such damages are impossible to ascertain as of the date of execution hereof and have agreed to such liquidated damages to fix the City's damages and to avoid later disputes. It is understood and agreed by Contractor that liquidated damages payable pursuant to this Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the date of execution of this Agreement.

It is further mutually agreed that the City will have the right to deduct liquidated damages against progress payments or retainage and that the City will issue a Change Order or Construction Change Directive and reduce the Contract Price accordingly. In the event the remaining unpaid Contract Price is insufficient to cover the full amount of liquidated damages, Contractor shall pay the difference to the City.

6.2. Any work completed by the Contractor after the issuance of a Stop Work Notice by the City shall be rejected and/or removed and replaced as specified in Section 2-11 of the Special Provisions.

6.3. **Owner is Exempt from Liability for Early Completion Delay Damages**. While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the Owner is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever, including but not limited to, delay cause by Owner or other Excusable Compensable Delay. See Section 6-6 of the Standard Specifications and City Special Provisions regarding compensation for delays.

7. INSURANCE.

7.1. **General**. The Contractor shall procure and maintain at its sole expense and throughout the term of this Agreement, any extension thereof, Commercial General Liability, Automobile Liability, Builder's Risk, and Workers' Compensation Insurance with such coverage limits as described herein.

7.2. **Additional Insured Endorsements**. The Contractor shall cause the insurance required by the Contract Document to include the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), the Riverside County Flood Control and Water Conservation District (RCFC&WCD), the County of Riverside, the County of Riverside, Eastern Municipal Water District (EMWD), and Moreno Valley Properties, and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives as an additional insureds. For the Commercial General Liability coverage, said parties shall be named as additional insureds utilizing either:

1. Insurance Services Office ("ISO") Additional Insured endorsement CG 20 10 (11/85); or

2. ISO Additional Insured endorsement CG 20 10 (10/01) and Additional Insured Completed Operations endorsement CG 20 37 (10/01); or

3. substitute endorsements providing equivalent coverage, approved by the City.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The coverage shall contain no special limitations on the scope of protection afforded to such additional insureds. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.

7.3. **Waivers of Subrogation**. All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority, the Moreno Valley Community Services District, the Riverside County Flood Control and Water Conservation District, the County of Riverside, Eastern Municipal Water District, and Moreno Valley Properties, and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives.

7.4. **Primary Coverage**. All policies and endorsements shall stipulate that the Contractor's (and the Subcontractors') insurance coverage shall be primary insurance as respects the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority, the Moreno Valley Community Services District, the Riverside County Flood Control and Water Conservation District (RCFC&WCD), the County of Riverside, Eastern Municipal Water District (EMWD), and Moreno Valley Properties, and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives, and shall be excess of the Contractor's (and its Subcontractors') insurance and shall not contribute with it.

7.5. **Coverage Applies Separately to Each Insured and Additional Insured**. Coverage shall state that the Contractor's (and its Subcontractors') insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage shall apply to any claim or suit brought by an additional insured against a named insured or other insured.

7.6. **Self-Insurance**. Any self-insurance (including deductibles or self-insured retention in excess of $50,000) in lieu of liability insurance must be declared by Contractor and approved by the City in writing prior to execution of the Agreement. The City's approval of self-insurance, if any, is within the City's sole discretion and is subject to the following conditions:

1. Contractor must, at all times during the term of the Agreement and for a period of at least **one (1)** year after completion of the Project, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the City Special Provisions, maintain and upon Owner's reasonable request provide evidence of:

   (a) Contractor's "net worth" (defined as "total assets" [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property and equipment and intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;

   (b) financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill; and

   (c) a claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.

2. If at any time after such self-insurance has been approved Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this Paragraph 7, at the option of the City:

   (a) the Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph 7 and otherwise on the terms required above; or

(b) the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or

(c) the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

7.7. **Insurer Financial Rating**. Insurance companies providing insurance hereunder shall be rated A-:VIII or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

7.8. **Notices to City of Cancellation or Changes**. Each insurance policy described in this Paragraph 7 shall contain a provision or be endorsed to state that coverage will not be cancelled without **sixty (60) days'** prior written notice by certified or registered mail to the City and Riverside County Flood Control and Water Conservation District (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to the City), except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. If an insurance carrier cancels any policy or elects not to renew any policy required to be maintained by Contractor pursuant to the Contract Documents, Contractor agrees to give written notice to the City at the address indicated on the first page of the Agreement. Contractor agrees to provide the same notice of cancellation and non-renewal to the City that is required by such policy(ies) to be provided to the First Named Insured under such policy(ies). Contractor shall provide confirmation that the required policies have been renewed not less than seven (7) days prior to the expiration of existing coverages and shall deliver renewal or replacement policies, certificates and endorsements to the City Clerk within fourteen (14) days of the expiration of existing coverages. Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City Clerk copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

7.9. **Commercial General Liability**. Coverage shall be written on an ISO Commercial General Liability "occurrence" form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the City Special Provisions.

Contractor shall maintain Commercial General Liability insurance with the following minimum limits: $2,000,000 per occurrence / $2,000,000 aggregate / $2,000,000 products-completed operations.

7.10. **Business Automobile Liability**. Coverage shall be written on ISO form CA 00 01 (12/93 or later edition) or a substitute form providing equivalent coverage for owned, hired, leased and non-owned vehicles, whether scheduled or not, with $1,000,000 combined single limit per

accident for bodily injury and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.11. **Workers' Compensation**. Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

1. Provide copy of permissive self-insurance certificate approved by the State of California; or
2. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of **$1,000,000** per accident; or
3. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

7.12. Builder's Risk. The Project is located in an active flood control channel that is susceptible to flash floods during the project construction duration; therefore, the Contractor shall purchase and maintain Builder's Risk Insurance for the Project. Such property insurance for active work within a live flood control facility shall cover costs of labor, materials and equipment required for the Work and intended to be permanently installed and incorporated into the Project covering the interest of the Owner, Contractor, and all Subcontractors in such labor, materials and equipment. Such insurance shall be written on an "All-Risk" basis, or equivalent policy form, covering perils normally covered on such insurance including, but not limited to, the perils of fire (with extended coverage) and physical loss or damage, including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, design error, earthquakes of a magnitude in excess of 3.5 of the Richter Scale, tidal waves, faulty workmanship or materials, floods, windstorms, falsework testing and startup, and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for design, inspection, testing, expediting, fire department, flood control district, plans, blueprints, drawings, project management and services, and expenses required as a result of such incurred loss. The Contractor's property insurance policy will have a basic $25,000.00 deductible per occurrence for flood and extended coverage; other deductibles may apply to other types of losses. In case of loss, Contractor shall be responsible for each loss payable under the Builder's Risk policy attributable to the acts, errors or omissions of Contractor, its Subcontractors, Sub-subcontractors and any other entity for whom Contractor may be responsible. Coverage shall be in the amount of the initial Contract Price, plus the value of subsequent Change Orders and cost of materials supplied or installed by others, comprising total value for the entire Work at the Site on a replacement cost basis (including code upgrades) without optional deductibles. Such property insurance shall be maintained until final payment has been made or until no person or entity other than the City has an insurable interest in the property required by this Paragraph to be covered, whichever is later.

7.13. **Subcontractors' Insurance**. The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

8. BONDS. The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the City. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contact Documents as may be amended from time to time, including, but not limited to, liability for delays and damages

(both direct and consequential) to the City and the City's Separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

The Contractor shall furnish a satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, form, or entity eligible to file a stop notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the City, become non-responsible or unacceptable, the Contractor shall, within ten (10) Calendar Days after receiving notice from the City, provide written documentation to the Satisfaction of the City that Contractor has secured new or additional sureties for the bonds; otherwise the Contractor shall be in default of the Contract. No further payments hall be deemed due or will be made under Contract until a new surety(ies) qualifies and is accepted by the City.

Contractor agrees that the Labor and Materials Payment Bond and Faithful Performance Bond attached to this Agreement are for reference purposes only, and shall not be considered a part of this Agreement. Contractor further agrees that said bonds are separate obligations of the Contractor and its surety, and that any attorney's fee provision contained in any payment bond or performance bond shall not apply to this Agreement. In the event there is any litigation between the parties arising from the breach of this Agreement, each party will bear its own attorneys' fees in the litigation.

9. RECORDS. The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for purposes of audit and

inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for at least three (3) years after Final Acceptance.

10. INDEMNIFICATION.

10.1. **General**. To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect, hold harmless and defend (even if the allegations are false, fraudulent, or groundless), the City of Moreno Valley, its City Council, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), the Riverside County Flood Control and Water Conservation District (RCFC&WCD), the County of Riverside, Eastern Municipal Water District (EMWD), and Moreno Valley Properties, and all of their respective officials, officers, directors, employees, commission members, representatives and agents ("Indemnitees"), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the Work, the Project or any breach of the Contract by Contractor or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, or any person performing any of the Work, pursuant to a direct or indirect contract with the Contractor ("Indemnity Claims"). Such Indemnity Claims include, but are not limited to, claims for:

A. Any activity on or use of the City's premises or facilities;
B. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
C. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;
D. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
E. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor's warranties, representations or agreements set forth in the Contract Documents;
F. Any failure to coordinate the Work with City's Separate Contractors;
G. Any failure to provide notice to any party as required under the Contract Documents;
H. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;
I. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;
J. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the City) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);

K. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;

L. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors;

M. Any operation conducted upon or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;

N. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;

O. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or Owner arising out of Contractor's Work, for which the Contractor is responsible; and

P. Any and all claims against the City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the City from such claims.

10.2. **Effect of Indemnitees' Active Negligence**. Contractor's obligations to indemnify and hold the Indemnitees harmless **exclude** only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 11. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

10.3. **Independent Defense Obligation.** The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitee(s) shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. The Contractor shall respond within thirty (30) Calendar Days to the tender of any Indemnity Claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to the City.

10.4. **Intent of Parties Regarding Scope of Indemnity.** It is the intent of the parties that the Contractor and its Subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity or hold harmless provisions in the Contract Documents are found to be ambiguous, or in conflict

with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

10.5. **Waiver of Indemnity Rights Against Indemnitees.** With respect to third party claims against the Contractor, to the fullest extent permitted by law, the Contractor waives any and all rights to any type of express or implied indemnity against the Indemnitees.

10.6. **Subcontractor Requirements.** In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Paragraph 11.

10.7. **No Limitation or Waiver of Rights.** Contractor's obligations under this Paragraph 11 are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Paragraph 11 are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Paragraph 11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

10.8. **Withholding to Secure Obligations.** In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

10.9. **Survival of Indemnity Obligations.** Contractor's obligations under this Paragraph 11 are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

11. SUCCESSORS AND ASSIGNS. The Parties bind themselves, their heirs, executors, administrators, successors and assigns the covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not, either voluntarily or by action of law, assign any right or obligation of the Contractor under the Contract Documents without prior written consent of the City.

(SIGNATURE PAGE FOLLOWS)

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
City Manager

DATE:_____

Bedon Construction, Inc.

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer

_____
Date

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. A general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

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- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

Item No. A.8

MV00196224

BOND NO. _____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Price)

PROJECT NO. 804 0005 70 77

MORENO MASTER DRAINANGE PLAN
LINE "F", STAGE 2 CHANNEL IMPROVEMENTS

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to **Bedon Construction, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City of Moreno Valley, and identified as **Project No. 804 0005 70 77**, and all Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Contract Documents and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

Contractor and Surety agree that this Faithful Performance Bond shall not be considered a part of the Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Faithful Performance Bond is a separate obligation of the Contractor and its Surety, and that any attorneys' fee provision contained in this Faithful Performance Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice

of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 2013.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____2013

_____
City Attorney
City of Moreno Valley

NOTE:

- **The bond shall be executed by a California admitted surety insurer (CCP 995.311).**
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact.**
- **The bond shall include an attached Notary Certificate for the Bidder.**
- **The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.**
- **The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.**
- **The Bidder's and Surety's corporate seal may be affixed hereto.**

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California
County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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- Securely attach this document to the signed document.

BOND NO. _____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 804 0005 70 77

MORENO MASTER DRAINAGE PLAN
LINE "F", STAGE 2 CHANNEL IMPROVEMENTS

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **Bedon Construction, Inc.,** as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City of Moreno Valley, and identified as **Project No. 804 0005 70 77** and Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

Contractor and Surety agree that this Labor and Materials Payment Bond shall not be considered a part of the Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Labor and Materials Payment Bond is a separate obligation of the Contractor and its Surety, and that any attorneys' fee provision contained in this Labor and Materials Payment Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 2013.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____2013

_____
City Attorney
City of Moreno Valley

NOTE:

- **The bond shall be executed by a California admitted surety insurer (CCP 995.311).**
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact.**
- **The bond shall include an attached Notary Certificate for the Bidder.**
- **The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.**
- **The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.**
- **The Bidder's and Surety's corporate seal may be affixed hereto.**

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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- Securely attach this document to the signed document.

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MV00196233

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: April 23, 2013

TITLE: AUTHORIZE THE SUBMISSION OF A GRANT APPLICATION FOR THE BRIDGE FUNDING UNDER SURFACE TRANSPORTATION PROGRAM (STP) AND ADOPT RESOLUTION NO. 2013-23 COMMITTING TO PROVIDE LOCAL MATCHING FUNDS AT A MINIMUM OF 11.47% OF THE TOTAL PROJECT COST

RECOMMENDED ACTION

Recommendations:

1. Authorize the Public Works Director/City Engineer to submit the grant application for Bridge Funding to Caltrans under the Surface Transportation Program (STP).

2. Adopt Resolution No. 2013-23 committing to provide local matching funds at a minimum of 11.47% of the total project cost.

BACKGROUND

Federal Highway Administration provides funding for bridge repairs, replacement and maintenance under federal transportation act - Moving Ahead for Progress in the 21st Century (MAP-21)'s Surface Transportation Program (formerly known as Highway Bridge Rehabilitation and Replacement and Bridge Preventive Maintenance Programs). This federal funding program is administered by Caltrans and the requirement for local match is a minimum of 11.47% of the total project cost.

On December 5, 2012 the City Manager executed an agreement with TTG Engineers, to evaluate City's 33 bridges and assist the City with grant applications for major rehabilitation and preventive maintenance of City's bridges. An application under Bridge Preventative Maintenance Program (BPMP) seeking $50,000 in funding to

identify and prioritize future bridge maintenance needs for 22 of the City's 33 bridges was made on January 31, 2013 with Caltrans.

DISCUSSION

Staff has identified a Bridge at Iris Avenue; located 0.15 miles east of Lasselle Street (Iris Bridge; Bridge No. 56C0418) that needs rehabilitation due to the current level of deteriorations observed at its structural elements. Iris Bridge has deteriorated to the extent that it is eligible for bridge rehabilitation funding under Surface Transportation Program (STP). It is always less costly to rehabilitate a bridge sooner rather than later. The grant application for Iris Bridge under STP funding is due to Caltrans by April 30, 2013; therefore, the City Council is asked to authorize the Public Works Director/City Engineer to submit the subject grant application to Caltrans. Caltrans' decision is anticipated in late 2013.

The Bridge deck is approximately 153 feet long and 164 feet wide. The total project cost to rehabilitate Iris Bridge is estimated at $6,294,000. In accordance with the bridge funding program eligibility requirements, the City must show that they are financially capable of funding a minimum of 11.47% of the total project cost; in the amount of $722,000 in local funds as a local match. Therefore, the City Council is asked to approve the proposed Resolution so that the City's grant application package acknowledges that it can meet the local match requirement. If the City's grant application is approved by Caltrans, staff will return to City Council to consider a multi-year local match funding plan for the project as a part of the Capital Improvement Plan budget update.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the timely submittal of the grant application to obtain the funding from Caltrans under STP for needed bridge rehabilitation.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay submittal of the grant application to obtain the funding from Caltrans under STP and delay the needed bridge rehabilitation.*

FISCAL IMPACT

Per the bridge funding program requirements, the federal reimbursement ratio for the project cost is 88.53%, with the City's match at a minimum of 11.47%. For this project, if approved, approximately $5,572,000 of Federal funds will be available for the City of Moreno Valley to rehabilitate Iris Bridge and the City's matching funds will be approximately $722,000. If the project funding is approved by Caltrans, staff will return to the City Council to consider a multi-year local match funding plan for the project as a part of the Capital Improvement Plan budget update. Currently, there is no impact to the General Fund.

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Caltrans is accepting grant application for bridge rehabilitation funding under Federal Surface Transportation Program. City Council is requested to authorize submittal of a grant application to seek funding to rehabilitate Iris Avenue Bridge located at 0.15 miles east of Lasselle Avenue and approve the proposed Resolution approving a commitment to provide at least a minimum of 11.47% of the total project cost in matching local funds.

ATTACHMENTS

Attachment 1: Location Map
Attachment 2: Proposed Resolution

Prepared By:
Viren Shah, P.E.
Consultant Project Manager

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00196237

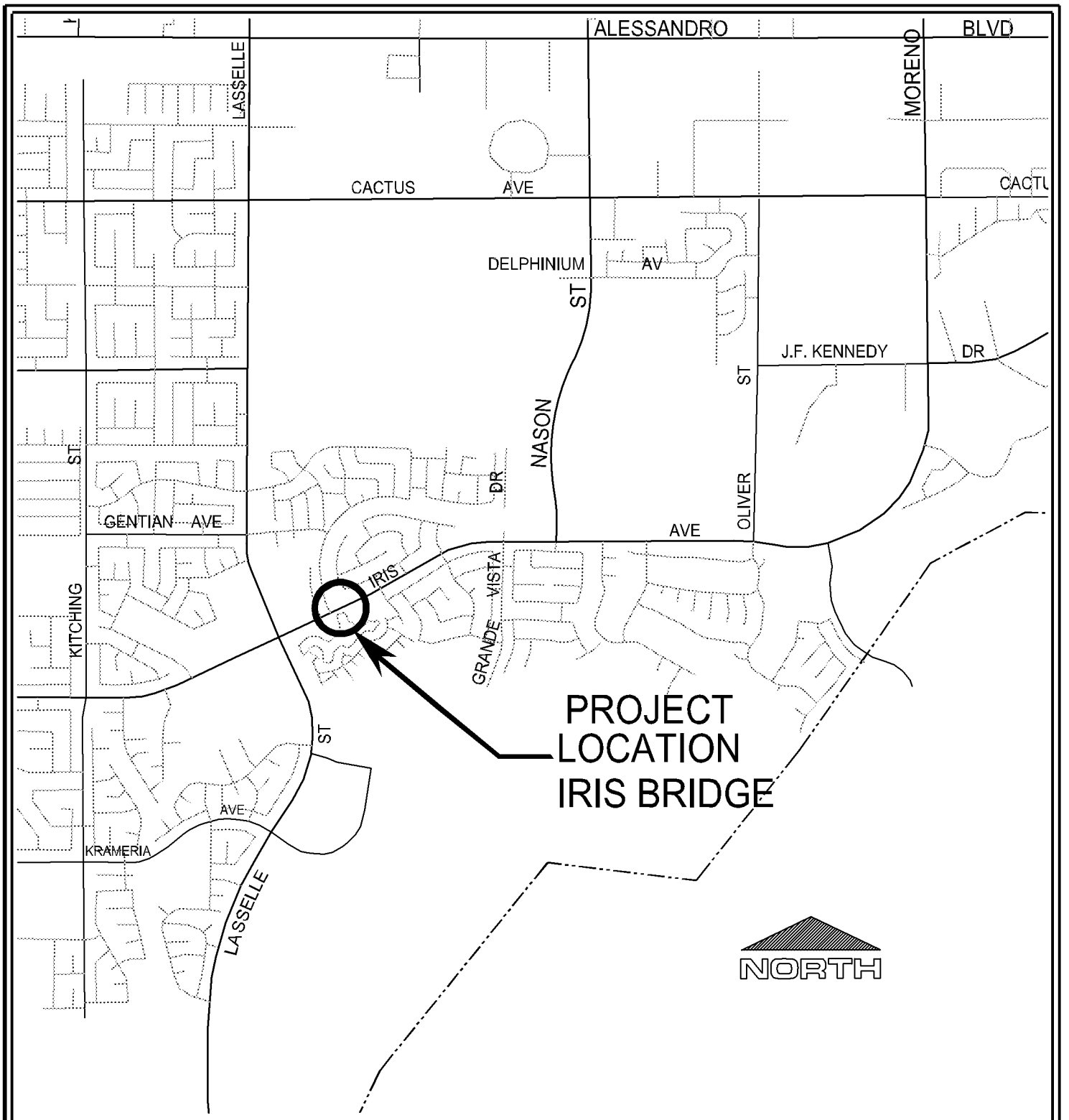

LOCATION MAP

Public WorksDepartment
Capital Projects Division

Scale: None

ATTACHMENT 1

BRIDGE REHABILITATION
IRIS BRIDGE
BRIDGE No. 56C0418

Date: 03 Apr 13 - 8:30 am
File: W:\CapProj\CapProj\PROJECTS\Viren - 09-22679828 - Bridge Maintenance\HBP\Location Map\Location Map.dwg
User: deepaks

Item No. A.9

MV00196238

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MV00196239

RESOLUTION NO. 2013-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING CERTIFICATION OF AVAILABLE MATCHING FUNDS FOR THE SURFACE TRANSPORTATION PROGRAM.

WHEREAS, the Surface Transportation Program provides funding for the rehabilitation and replacement of bridges; and

WHEREAS, the City of Moreno Valley has an eligible bridge in need of rehabilitation; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: The Council of the City of Moreno Valley has committed to provide at least the minimum of 11.47% matching funds for the Surface Transportation Program's eligible bridges within the City of Moreno Valley.

APPROVED AND ADOPTED this 23rd day of April, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-23 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 23rd day of April, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: April 23, 2013

TITLE: PA06-0021, PM 34577 – ACCEPT DEVELOPMENT IMPACT FEE (DIF) IMPROVEMENT CREDIT AGREEMENT #D12-001 FOR INDIAN STREET AND SAN MICHELE ROAD IMPROVEMENTS ASSOCIATED WITH THE I-215 LOGISTICS PROJECT

RECOMMENDED ACTION

Recommendations:

1. Accept the Development Impact Fee Improvement Credit Agreement #D12-001 (DIF Agreement) for PA06-0021, PM 34577 improvements.

2. Authorize the Mayor to execute the DIF Agreement.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On January 11, 2007, the Planning Commission of the City of Moreno Valley approved Tentative Parcel Map No. 34577 (PA06-0021) along with Plot Plan (PA06-0022) for two industrial warehouse buildings. On November 28, 2011, Amended Plot Plan P11-090 (Building #1; 455,000 square feet) and Amended Plot Plan P11-091 (Building #2; 1,250,000 square feet) were approved by the Planning Director as amendments to the original plot plan. The developer is constructing Building #2 as part of Phase I. The project is bounded by Indian Street to the east, Heacock Street to the west, San Michelle Road to the south, and Cardinal Avenue to the north.

The City Council of the City of Moreno Valley executed the Agreement for Public Improvements and letters of credit as securities for public improvements in the amount

of $5,365,000 for Faithful Performance and $2,682,500 for Material and Labor. The letters of credit were secured by Wells Fargo Bank.

The City's Municipal Code, Chapter 3.42, "Commercial and Industrial Development Impact Fees" requires the developer to pay Development Impact Fees (DIF). The DIF covers the developer's fair share of the costs to construct improvements and right-of-way dedications that help mitigate the traffic impacts and burdens on the City's network of arterial streets and traffic signals generated by the project.

As part of the project conditions of approval, the developer will be constructing some of the required DIF-related public improvements. In accordance with the City's Municipal Code, Section 3.42.110, the "Credit for Improvements provided by Developer" will allow the developer to receive a credit for qualifying public improvements made to the designated arterial street(s). The developer's initial credit amount is based on the lower of the DIF Study Costs, the Engineer's Cost Estimate provided by the developer, and the DIF Fee Obligation.

If it is determined that the developer constructed improvements above and beyond the project obligation, they may be eligible for a reimbursement in accordance with the current policy in place at that time. Reimbursements may either be paid per the City policy or used as credits towards any other future project's DIF fee obligations.

DISCUSSION

The developer of Parcel Map No. 34577 (PA06-0021) was required to construct certain improvements on San Michele Road, Indian Street, and a traffic signal at Heacock Street and Cardinal Avenue.

The developer is eligible to receive DIF Credits for specific improvements identified in the DIF Study for San Michele Road, Indian Street, and a traffic signal at Heacock Street and Cardinal Avenue, which have not already been completed by others or that are part of the Western Riverside Council of Governments (WRCOG) Transportation Uniform Mitigation Fee (TUMF) Program. Qualifying DIF improvements include roadway excavation, pavement, base, curb and gutter, striping, traffic control, and traffic signal.

The developer agrees to perform and complete all of the required public improvements in accordance with the Agreement for Public Improvements. Per the DIF Improvement Credit Agreement, the initial credit is the least of the DIF Study Costs, Engineer's Cost Estimate provided by the developer, and DIF Fee Obligation. Refer to Exhibit "C" – DIF Credit Calculation Table of the DIF Improvement Credit Agreement. The DIF Improvement Credit Agreement is attached to this Staff Report as Attachment 1. Based on the information provided by the developer, the initial DIF Credit for this project is $213,750 for the Arterial Street component of the DIF and $145,000 for the Traffic Signal component of the DIF.

If it is determined at the completion of the project that the developer constructed improvements above and beyond the project obligation, a DIF Improvement

Reimbursement Agreement will be presented to City Council at that time. Any reimbursements may either be paid per the City policy or used as credits towards any other future project's DIF fee obligations.

ALTERNATIVES

1. Accept the Development Impact Fee Improvement Credit Agreement #D12-001 (DIF Agreement) for PA06-0021, PM 34577 and authorize the Mayor to execute the DIF Agreement.

2. Do not accept the Development Impact Fee Improvement Credit Agreement #D12-001 (DIF Agreement) for PA06-0021, PM 34577 and do not authorize the Mayor to execute the DIF Agreement. Not approving staff's recommendation would result in no DIF credit being provided to the developer.

FISCAL IMPACT

There are no fiscal impacts associated with the proposed action.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

NOTIFICATION

Publication of agenda.

ATTACHMENTS

Attachment 1 – DIF Improvement Credit Agreement

Prepared By:
Clement Jimenez, P.E.
Senior Engineer

Department Head Approval:
Barry Foster
Community and Economic Development Director

Concurred By:
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00196245

DEVELOPMENT IMPACT FEES

IMPROVEMENT CREDIT AGREEMENT

NUMBER D12-001

PA06-0021, Parcel Map 34577
P11-091 (PA06-0022) Amended Plot Plan Building #2 (1,250,000-SQ FT) Parcel 2, Phase I

This Development Impact Fees Improvement Credit Agreement is made and entered into as of the date the City signs this Agreement, by and between the City of Moreno Valley, a municipal corporation, hereinafter referred to as "City" and the undersigned Developer, hereinafter referred to as "Developer."

RECITALS

WHEREAS, Developer and City have entered into an Agreement for Public Improvements (attached hereto as Exhibit "A"), dated September 25, 2012, which Agreement for Public Improvements sets forth all obligations of the Developer for Public Improvements that are a condition of approval for the above-titled development (hereinafter referred to as the "Project"), some of which may be eligible for Development Impact Fees (hereinafter referred to as "DIF") Credit under this Agreement; and

WHEREAS, the City of Moreno Valley Municipal Code Chapter 3.38 "Residential Development Impact Fees" and Chapter 3.42 "Commercial and Industrial Development Impact Fees" requires Developer to pay the DIF for projects identified in the most recently adopted DIF study (hereinafter referred to as "DIF Obligation") which covers the Project's fair share of the costs to construct improvements that help mitigate the impacts

and burdens on the City's local systems generated by the Project and that are necessary to provide City services and protect the safety, health, and welfare of residential and non-residential users; and

WHEREAS, certain improvements set forth in the Agreement for Public Improvements are also identified in the City's DIF Program as improvements that are to be funded from DIF, which identified improvements are set forth in Exhibit B attached hereto and hereby incorporated by reference and are hereinafter referred to as the DIF Improvements; and

WHEREAS, if the City or some other third party constructs the DIF improvements set forth in the Agreement for Public Improvements prior to Developer, then this Improvement Credit Agreement shall become null and void and the Developer shall be required to pay the full DIF Obligation of the Project; and

WHEREAS, the City and Developer now desire to enter into this Improvement Credit Agreement to provide a means by which the Developer may receive a Credit for required DIF improvements actually constructed by the Developer for the subject Project subject to the terms and limitations set forth in this Agreement.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and City hereby agree as follows:

1.0 General Provisions.

1.1 Incorporation of Recitals. The Parties hereby affirm the facts and provisions set forth in the above Recitals and agree to their incorporation herein as though set forth in full.

1.2 Incorporation of the Agreement for Public Improvements. The Parties hereby affirm the terms, conditions and requirements set forth in the Agreement for Public Improvements (Exhibit "A") and agree to their incorporation herein as though set forth in full.

2.0 DIF Obligation.

2.1 Developer's DIF Obligation. Developer hereby agrees and accepts that, as of March 19, 2013, the Developer is obligated to pay DIF for the Project to City in the amount of One Million Two Hundred Forty Five Thousand Dollars ($1,245,000) (hereinbefore and hereinafter referred to as the "DIF Obligation"), the "Street" component of the DIF Obligation being $213,750 and the "Traffic Signal" component of the DIF Obligation being $145,000.

2.2 Effect of Agreement. Notwithstanding anything in this Agreement, Developer acknowledges that the DIF Obligation is established by the provisions of the City of Moreno Valley Municipal Code Chapter 3.38 "Residential Development Impact Fees," or Chapter 3.42 "Commercial and Industrial Development Impact Fees," and that

this Agreement does not alter, limit, increase or reduce the obligations under those code sections nor prevent City from adjusting or correcting the DIF Obligation amount to conform to the requirements of the Municipal Code.

3.0 DIF Credit Limitations.

3.1 Calculation of DIF Credit. Pursuant to City of Moreno Valley Municipal Code Sections 3.38.150 "Credit for Improvements Provided by Developers" (residential), or 3.42.110 "Credit for Improvements Provided by Developers" (commercial and industrial), and in accordance with the City's Development Impact Fee Credit and Reimbursement Policy, as adopted by the City Council on August 26, 2008, (the "Credit and Reimbursement Policy") and in consideration of Developer's obligations under the Conditions of Approval for the Project and the Agreement for Public Improvements to construct the DIF improvements, the maximum amount of DIF Credit that shall be applied by City to offset the DIF Obligation shall be as defined in Sections 4.0 of this Agreement and the Credit and Reimbursement Policy.

3.2 Effect of Agreement. Notwithstanding the foregoing, Developer acknowledges that the amounts of DIF Credits are established by the provisions of the City of Moreno Valley Municipal Code and the DIF Credit and Reimbursement Policy and this Agreement shall not prevent City from adjusting or correcting the DIF Credit amounts set forth in this Agreement to conform to the requirements of the Municipal Code and the Credit and Reimbursement policy.

4.0 DIF Credit

4.1 Maximum DIF Credit. City shall apply DIF Credit to offset, in whole or in part, the Project's DIF Obligation. The maximum amount of DIF Credit that shall be applied by City to offset the DIF Obligation shall be equal to the least of: (A) the City Engineer's Estimate of the actual cost of the DIF Improvements (hereinafter collectively referred to as "Engineer's Estimate"), or (B) project costs as identified in the DIF study in effect at the time of the issuance of a building permit, or (C) the actual DIF Obligation. In no event shall a DIF Credit exceed the actual DIF Obligation.

4.2 DIF Credit Offset to DIF Obligation. The DIF Credit shall be applied at the time DIF obligation is due and payable. If the project is to be developed by phases, by specific units, or by specific buildings, DIF Credit shall be applied according to a Public Improvements Phasing Schedule approved by the City and attached and incorporated to this agreement.

4.3 Submittal Timeframe. The Developer shall submit to the City Engineer any and all documentation the Developer deems relevant in substantiating the claim for DIF Credit for the DIF Qualifying Improvements to be constructed by the Developer. Such documentation may include contracts, bids, estimates, or any other relevant documents pertaining to the actual cost of the Qualifying Improvements. The City Engineer shall take into consideration, but shall not be bound by, any such documentation submitted by the Developer in formulating the Engineer's Estimate. All such documentation shall be submitted by the Developer to the City Engineer no later

than ninety (90) calendar days prior to the date for payment of DIF for the project. The City Engineer will use his or her best efforts and professional judgment in formulating an Engineer's Estimate and shall endeavor to provide said estimate to the Developer in writing within sixty (60) calendar days after submittal of the last document submitted by the Developer.

4.4 DIF Credit Calculation *(completed by City).*

As of the date hereof, the amount of DIF Credit for which Developer is potentially eligible is set forth in Exhibit C "DIF Credit Calculation Table" attached hereto and hereby incorporated by reference.

4.5 Reconciliation - Final DIF Credit. If the dollar amount of the actual DIF Credit is less than the amount of the actual unpaid DIF Obligation (hereinafter referred to as "DIF Balance"), the City shall notify the Developer in writing of the amount of the DIF Balance and Developer shall pay the DIF Balance to fully satisfy the DIF Obligation at the time DIF payments are due. If the dollar amount of the actual DIF Credit exceeds the amount of the actual DIF Obligation, Developer will be deemed to have fully satisfied the DIF Obligation. If the Developer has actually paid DIF and completed DIF Improvements, but has not received full DIF Credit for which the Developer would have been otherwise eligible under the DIF Credit and Reimbursement Policy, the Developer *may* be eligible for a Reimbursement Agreement, to the extent applicable, as provided in a separate Development Impact Fees Improvement Reimbursement Agreement.

4.6 Credit Transfer for Unfunded DIF Reimbursement Eligibility. To the extent that Developer has Reimbursement Eligibility Amounts which are both unpaid and unfunded by the City and which have not expired under the ten (10) year limitation set forth in the Development Impact Fee Credit and Reimbursement Policy No. 3.24, Section F – Time Limitation, Developer may apply to receive partial or full DIF Credits for the same component of DIF on another development project within the City owned or controlled by that Developer and which has received all necessary approvals, on a dollar for dollar basis. Written application shall be made to the City and Developer shall provide any and all documentation and other information the City may reasonably request. The City shall not unreasonably withhold approval of such a Credit Transfer.

5.0 No Interest. Developer shall not be entitled to any interest, or any other cost or time value adjustment, for DIF paid to the City whether or not subsequently credited under Section 4.6 or reimbursed.

6.0 Term of Agreement. For purposes of Reimbursement Eligibility and Credit Transfer, this Agreement shall remain in effect for a period not to exceed ten (10) years from the date of execution by the City.

7.0 General.

7.1 Assignment. Except as specifically set forth in this Agreement, this Agreement shall not be assigned by any Party without the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld. All

assignees and successors in interest shall assume and become obligated to perform all obligations and be entitled to all benefits of the original Party.

7.2 Amendment. This Agreement may only be amended in writing signed by the Parties.

7.3 Law, Venue and Jurisdiction. This Agreement shall be governed by the laws of the State of California. Venue and Jurisdiction of all matters arising out, pertaining to, or in any way related to this Agreement shall be vested in the Superior Court of the State of California, in and for the County of Riverside, California.

7.4 Notices. Any notices to be given pursuant to this Agreement shall be in writing and delivered by First Class Mail addressed to the Parties as follows:

City: City Engineer
City of Moreno Valley
Post Office Box 88005
Moreno Valley, California 92552-0805

Developer: David Nazaryk, Vice President
I-215 Logistics, LLC
3501 Jamboree Road, Suite 230
Newport Beach, CA 92660

7.5 Entire Agreement. This Agreement is the final, complete and exclusive statement of the Agreement of the Parties with respect to the subject matter hereof and supersedes and replaces any prior oral or written agreements between the Parties addressing the same subject matter.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have caused their authorized representatives to execute this Agreement.

CITY OF MORENO VALLEY,
a California municipal corporation

By: _____
Mayor

Its: _____

Date: _____

ATTEST: _____
City Clerk

Date: _____

APPROVED AS TO FORM:

_____
City Attorney

Date: _____

I-215 Logistics, LLC
a Delaware limited liability company

By: SEE ATTACHED SIGNATURE PAGE

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

SIGNING INSTRUCTION TO THE DEVELOPER:

All signatures on the Contract Agreement on behalf of the Developer must be acknowledged before a notary public. In the event that the Developer is a corporation, the president or vice-president plus the secretary of/or an assistant secretary of the corporation must sign. Corporate seal may be affixed hereto.

I-215 Logistics, LLC
a Delaware limited liability company

By: **LION-TCC DEVELOPMENT II, LLC**
a Delaware limited liability Company, its single member

By: **TC Industrial Associates, Inc.**
a Delaware corporation, its managing member

By: _____
David Nazaryk,
Vice President

ACKNOWLEDGMENT

State of California
County of Orange)

On April 2, 2013 before me, R. Flandez, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

R. FLANDEZ
Commission # 1916162
Notary Public - California
Orange County
My Comm. Expires Jan 6, 2015

EXHIBIT "A"

PUBLIC IMPROVEMENT AGREEMENT

WITH BONDS

(ATTACHED BEHIND THIS PAGE)

EXHIBIT "A"

Revised 092508

DOC # 2012-0581094
11/30/2012 01:54P Fee:NC
Page 1 of 15
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

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Recording requested by and when recorded, mail to:
City Clerk
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

M 002

TRA:

DTT:

AGREEMENT FOR PUBLIC IMPROVEMENTS FOR PROJECT NO. PA06-0021 (PM 34577)

Title of Document

THIS AREA FOR RECORDER'S USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

RECORDING REQUESTED BY:
City of Moreno Valley

WHEN RECORDED, RETURN TO:

CITY OF MORENO VALLEY
City Clerk
P. O. Box 88005
Moreno Valley, CA 92552-0805

No recording fee per Government Code, Section 6103

This space for Recorder's use only.

AGREEMENT FOR PUBLIC IMPROVEMENTS
FOR
PROJECT NO. PA06-0021 (PM 34577)

APN 316-170-015	APN 316-170-017	APN 316-170-006	APN 316-170-013
APN 316-170-016	APN 316-170-004	APN 316-170-007	APN 316-170-010

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and **I-215 Logistics, LLC A Delaware limited liability company**, herein after called Developer, on the date the City signs this agreement.

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **PA06-0021 (PM 34577)** agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **TWENTY-FOUR (24)** months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code.

Security to guarantee the performance of this agreement shall be in the following amounts:

Faithful Performance security shall be in the sum of **FIVE MILLION THREE HUNDRED SIXTY-FIVE THOUSAND AND NO/100** Dollars (*****$5,365,000.00*****). The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto.

Labor and Material security shall be in the sum of **TWO MILLION SIX HUNDRED EIGHTY-TWO THOUSAND FIVE HUNDRED AND NO/100** Dollars (*****$2,682,500.00*****). The estimated cost securing payment of labor and materials is fifty (50) percent of the total cost estimate of the improvements.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Developer further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, his agents or employees, in the performance of the work, and all of said liabilities are assumed by Developer. Developer agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Developer, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

FOURTH: The Developer hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed the work within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. The Developer's obligation under this provision shall be secured by the bonds securing performance of this Agreement.

SIXTH: The Developer, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If the Developer, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Developer because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

EIGHTH: Developer agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Developer of the insufficiency of said bonds. Developer reserves the right to substitute the form of security in accordance with the City's Municipal Code at anytime during the term of this agreement, subject to approval by the City Engineer and City Attorney.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time **may** be granted by the City from time to time, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds, Developer further agrees to maintain the aforesaid bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City:
City Engineer
P.O. Box 88005
14177 Frederick
Moreno Valley, CA 92552-0805

Developer:
I-215 Logistics, LLC
A Delaware limited liability company
3501 Jamboree Road, Suite 230
Newport Beach, CA 92660

IN WITNESS WHEREOF Developer has affixed his name, address and seal.

Date approved by the City: September 25, 2012

I-215 Logistics, LLC A Delaware limited liability company:

Developer

BY: _____
Signature

THOMAS A. BAK
Print/Type Name

Vice President
Title

BY: _____
Signature

David Nazeryk
Print/Type Name

VP
Title

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

By: _____
City Clerk

(SEAL)

CITY OF MORENO VALLEY

By: _____
Mayor

APPROVED AS TO FORM:
CITY ATTORNEY

Date: 1 OCT 2012

By: _____
City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED IN QUADRUPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; PINK - DEVELOPER; GREEN - SURETY; BLUE - PROJECT FILE

W:\LandDev\MANAGEMENT ASSISTANT\Agreement Bond Packets\PA06-0021 - Agreement.doc

ACKNOWLEDGMENT

State of California
County of Orange)

On August 23, 2012 before me, R. Flandez, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

R. FLANDEZ
Commission # 1916162
Notary Public - California
Orange County
My Comm. Expires Jan 6, 2015

ACKNOWLEDGMENT

State of California
County of Orange)

On August 23, 2012 before me, R. Flandez, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

R. FLANDEZ
Commission # 1916162
Notary Public - California
Orange County
My Comm. Expires Jan 6, 2015

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 1 of 8

CMJ

PROJECT: PA06-0021
PM 34677
Trammell Crow

DATE: 8/22/12
PREPARED BY: C. Jimenez

PUBLIC PAVEMENT SECTIONS

TYPE			QUANTITY	UNIT	UNIT PRICE	TOTAL
Street Work - Iron D/F Non TUMF						
Roadway Excavation			2440	C.Y.	29.00	70,760
A.B. Class II - Cardinal	1	Thickness (ft.)				
	39694	S.F.	2877	Ton	33.00	94,941
A.C. - Cardinal	0.5	Thickness (ft.)				
	39694	S.F.	1438	Ton	80.00	115,040
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Street Work - D/F						
Roadway Excavation			4000	C.Y.	29.00	116,000
A.B. Class II - San Michele	1	Thickness (ft.)				
	54879	S.F.	3978	Ton	33.00	131,274
A.C. - San Michele	0.5	Thickness (ft.)				
	54879	S.F.	1989	Ton	80.00	159,120
Roadway Excavation			930	C.Y.	29.00	26,970
A.B. Class II - Indian	0.75	Thickness (ft.)				
	13610	S.F.	740	Ton	33.00	24,420
A.C. - Indian	0.45	Thickness (ft.)				
	13610	S.F.	444	Ton	80.00	35,520
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Street Work - TUMF						
Roadway Excavation			3700	C.Y.	29.00	107,300
A.B. Class II - Heacock	1	Thickness (ft.)				
	65409	S.F.	4742	Ton	33.00	156,486
A.C. - Heacock	0.5	Thickness (ft.)				
	65409	S.F.	2371	Ton	80.00	189,680
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
					SUBTOTAL:	1,227,511

REGISTERED PROFESSIONAL ENGINEER
C 047255
EXP 12/31/13
CIVIL
STATE OF CALIFORNIA

EXHIBIT "A"
ENGINEER'S ESTIMATE

DATE: 8/27/12
PREPARED BY: C. Jimenez CMJ

PROJECT: PA08-0021
PM 34577
Trammell Crow

PUBLIC STREET WORK

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Offsite Street Work				
Pavement				
Grind & Pave 0.15'	0	S.F.	3.26	0
A.C. Cap/Overlay	0	Ton	80.00	0
Slurry Seal (Based on $150/Ton Type II)	4450	S.Y.	2.25	10,013
Paving Fabric	0	S.Y.	1.20	0
Sawcut	3800	L.F.	3.00	11,400
Edge Taper AC Pavement	1720	S.F.	5.30	9,116
Trench Repaving	0	S.F.	12.00	0
A.C. Berm - 6"	0	L.F.	10.00	0
Remove Existing Barrier	20	L.F.	45.00	900
Adjust M.H. to Grade	11	EA.	600.00	6,600
Remove Existing Access Ramp	998	S.F.	4.00	3,984
Remove & Dispose Existing Pavement & Base	78739	S.F.	3.00	236,217
Remove Existing Cross Gutter	420	S.F.	4.00	1,680
Concrete				
P.C.C. Paving - 6"	0	S.F.	6.50	0
P.C.C. Paving - 8.5"	1575	S.F.	11.20	17,640
Curb and Gutter - 6"	0	L.F.	25.00	0
Curb and Gutter - 8"	4890	L.F.	30.00	146,900
Curb and Gutter - 6" (DIF Street Name)	0	L.F.	30.00	0
Curb and Gutter - 6" (TUMF Street Name)	0	L.F.	30.00	0
Cross Gutter and Spandrel	830	S.F.	10.25	8,508
Sidewalk	41520	S.F.	4.25	176,610
Sidewalk (DIF Street Name)	0	S.F.	7.00	0
Sidewalk (TUMF Street Name)	0	S.F.	7.00	0
Driveway Approach - 6"	0	S.F.	6.50	0
Driveway Approach - 8"	1290	S.F.	10.50	13,545
Wheelchair Ramp	4	EA.	2,600.00	10,400
Barricade	90	L.F.	100.00	9,000
Bus Bay	0	EA.	16,000.00	0
Miscellaneous				
Relocate Power Poles	0	EA.	30,000.00	0
Relocate Power Poles (DIF Street Name)	0	EA.	30,000.00	0
Erosion Control	0	AC.	6,000.00	0
Relocate Existing Pullbox (City Specified Location)	11	EA.	250.00	2,750
				0
			SUBTOTAL:	658,462
Traffic Improvements				
Traffic Striping (DIF Street)	0	L.S.	-	0
Street Name Sign	1	EA.	500.00	500
Stop Sign	0	EA.	200.00	0
Signs and Posts	0	EA.	200.00	0
Signs and Posts (DIF Street)	0	EA.	200.00	0
Street Sweeping Sign	0	EA.	200.00	0
Traffic Control	1	L.S.	10000	10,000
Traffic Control (DIF Street Name)	0	L.S.	10000	0
Type 3" Pavement Delineator @ 20' Along Taper	300	L.F.	25.00	7,500
			SUBTOTAL:	18,000
Bondable Street Work Only (not plan checked)				
Undergrounding of Utilities	1200	L.F.	198.00	237,600
Monuments	10	EA.	300.00	3,000
			SUBTOTAL:	240,600

REGISTERED PROFESSIONAL ENGINEER
C 047039
EXP 12/31/13
CIVIL
STATE OF CALIFORNIA

Item No. A.10

EXHIBIT "A"
ENGINEER'S ESTIMATE

DATE: 8/22/12
PREPARED BY: C. Jimenez

PROJECT: PA05-0121
PM 34677
Trammell Crow

PUBLIC STREET WORK (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Special Districts				
Landscaping - Medians	0	S.F.	6.00	0
Landscaping - Parkways	0	S.F.	6.00	0
Street Lights (9000 lumen)	0	EA.	5,000.00	0
Street Lights (22000 lumen)	35	EA.	6,000.00	210,000
			SPECIAL DISTRICTS SUBTOTAL:	210,000
Moreno Valley Utilities				
Electrical Utility Infrastructure	1	L.S.	1,000,000.00	1,000,000
			MVU SUBTOTAL:	1,000,000
Water Quality Basin				
Landscaping	0	S.F.	6.00	0
Filtration Devices	0	EA.	0	0
Access Ramp PCC	0	S.F.	0	0
Low-Flow Pipe System	0	L.F.	0	0
Headwalls	0	EA	0	0
Outlets	0	EA	0	0
Risers	0	EA	0	0
Forebay PCC	0	S.F.	0	0
Toe of slope protection PCC	0	S.F.	20.00	0
			WQB SUBTOTAL:	0
Transportation Engineering				
Traffic Signal New (Interconnect, Controller, Software, Initial Coordination	1	EA.	272,000.00	272,000
Traffic Signal Modification	1	LS.	100000	100,000
Traffic Signal Interconnect (Existing Signals Only)	1200	L.F.	30.00	36,000
			TRANSPORTATION SUBTOTAL:	408,000

REGISTERED PROFESSIONAL ENGINEER
C 047255
EXP 12-31-13
CIVIL
STATE OF CALIFORNIA

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 4 of 8

PROJECT: PA06-0021
PM 34577
Trammell Crow

PUBLIC STORM DRAIN SYSTEM

DATE: 8/22/12
PREPARED BY: C. Jimenez CMJ

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipe				
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	1580	L.F.	160.00	252,800
24" Reinforced Concrete Pipe (DIF Street Name)	0	L.F.	160.00	0
30" Reinforced Concrete Pipe	0	L.F.	180.00	0
36" Reinforced Concrete Pipe	180	L.F.	190.00	34,200
38" Reinforced Concrete Pipe	0	L.F.	200.00	0
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
66" Reinforced Concrete Pipe	0	L.F.	375.00	0
72" Reinforced Concrete Pipe	0	L.F.	414.00	0
78" Reinforced Concrete Pipe	0	L.F.	459.00	0
84" Reinforced Concrete Pipe	0	L.F.	505.00	0
90" Reinforced Concrete Pipe	0	L.F.	557.00	0
96" Reinforced Concrete Pipe	0	L.F.	613.00	0
102" Reinforced Concrete Pipe	0	L.F.	671.00	0
108" Reinforced Concrete Pipe	0	L.F.	724.00	0
114" Reinforced Concrete Pipe	0	L.F.	785.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
60" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
8' X 10' Reinforced Concrete Box	0	C.Y.	1200.00	0
8' X 12' Reinforced Concrete Box	0	C.Y.	1400.00	0
2 - 72" Reinforced Concrete Pipe	0	L.F.	840.00	0
3 - 4' X 2' Reinforced Concrete Pipe	0	L.F.	461.00	0
	0		0.00	0
Manholes				
Manhole No. 1	4	EA.	5000.00	20,000
Manhole No. 2	0	EA.	7200.00	0
Manhole No. 3	0	EA.	8500.00	0
Manhole No. 4	0	EA.	10000.00	0
	0		0.00	0
Catch Basins				
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	7	EA.	5500.00	38,500
Catch Basin (10')	0	EA.	6000.00	0
Catch Basin (14')	0	EA.	8000.00	0
Catch Basin (21')	0	EA.	12500.00	0
Local Depressions	7	EA.	535.00	3,745
Catch Basin (3.5') (DIF Street Name)	0	EA.	3100.00	0
Catch Basin (7') (DIF Street Name)	0	EA.	5500.00	0
Catch Basin (10') DIF Street Name)	0	EA.	6000.00	0
Catch Basin (14') (DIF Street Name)	0	EA.	8000.00	0
Catch Basin (21') (DIF Street Name)	0	EA.	12500.00	0
Local Depressions (DIF Street Name)	0	EA.	535.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	0	EA.	2100.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Removal/Relocation Catch Basin	0	EA.	5000.00	0
Grated Catch Basin	0	EA.	6000.00	0
Headwall	0	EA.	5500.00	0

C 047255
EXP 12/31/13
CIVIL
STATE OF CALIFORNIA

Item No. A.10

EXHIBIT "A"
ENGINEER'S ESTIMATE

DATE: 8/22/17
PREPARED BY: C. Jimenez CMJ

PROJECT: PA05-0021
PM-34577
Trammell Crow

PUBLIC STORM DRAIN SYSTEM (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Structures				
Transition Structure	1	EA.	5500.00	5,500
Junction Structure	8	EA.	6500.00	52,000
Type IX Inlet Structure	0	EA.	2500.00	0
Inlet Structure (drop)	0	EA.	4000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48")	0	EA.	3000.00	0
Headwall	0	EA.	6500.00	0
Concrete Collar (Grater than 48")	0	EA.	5000.00	0
Modified Junction Structure	0	EA.	15000.00	0
End Cap	3	EA.	1000.00	3,000
Drains				
Terrace Drain	0	S.F.	10.00	0
Down Drain	0	S.F.	10.00	0
Parkway Drain	0	EA.	3500.00	0
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	0	EA.	250.00	0
"V" Gutter	0	S.F.	10.00	0
	0		0	0
Miscellaneous				
Rip Rap	0	TON	80.00	0
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
Manhole Shaft	0		5000.00	0
Access Opening	0		15000	0
			SUBTOTAL:	409,745

REGISTERED PROFESSIONAL ENGINEER
C 047255
Exp. 12/31/13
CIVIL
STATE OF CALIFORNIA

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 6 of 8

PROJECT: PA06-0021
PM 34577
Trammell Crow

PUBLIC WATER SYSTEMS

DATE: 8/22/12
PREPARED BY: C. Jimenez CMJ

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Water System				
2" PVC Service Line Recyled Water System	109	L.F.	25.00	2,725
6" PVC C-900	33	L.F.	30.00	990
8" PVC C-900	240	L.F.	35.00	8,400
10" PVC C-900	0	L.F.	40.00	0
12" PVC C-900	1495	L.F.	60.00	89,700
16" PVC C-900	0	L.F.	90.00	0
18" PVC C-900	0	L.F.	135.00	0
20" PVC C-900	0	L.F.	180.00	0
8" PVC C-900 Recycled Water System	2863	L.F.	35	100,205
Valves - Water System				
4" Gate Valve	0	EA.	715.00	0
6" Gate Valve	0	EA.	830.00	0
8" Gate Valve Recycled Water System	4	EA.	1,340.00	5,360
10" Gate Valve	0	EA.	1,500.00	0
12" Gate Valve	4	EA.	2,300.00	9,200
16" Gate Valve	0	EA.	6,270.00	0
18" Gate Valve	0	EA.	14,300.00	0
4" Butterfly Valve	0	EA.	330.00	0
6" Butterfly Valve	0	EA.	520.00	0
8" Butterfly Valve	0	EA.	990.00	0
10" Butterfly Valve	0	EA.	1,200.00	0
12" Butterfly Valve	0	EA.	1,400.00	0
16" Butterfly Valve	0	EA.	2,700.00	0
18" Butterfly Valve	0	EA.	2,800.00	0
20" Butterfly Valve	0	EA.	4,200.00	0
24" Butterfly Valve	0	EA.	6,200.00	0
1" Air Vac Release	0	EA.	2,400.00	0
2" Air Vac Release	0	EA.	4,000.00	0
2" Backflow Preventer, Pad & Cover	0	EA.	4,300.00	0
4" Blow Off	0	EA.	5,500.00	0
6" Blow Off	0	EA.	4,000.00	0
	0		0.00	0
Fire Hydrants - Water System				
6" Standard Fire Hydrants	0	EA.	4,000.00	0
6" Super Fire Hydrants	11	EA.	4,500.00	49,500
	0		0.00	0
Services Connections				
1" Service	0	EA.	800.00	0
1" Service w/ 5/8" Service	0	EA.	2,000.00	0
1 1/2" Service	0	EA.	1,100.00	0
2" Service Recycled Water System	2	EA.	1,600.00	3,200
	0		0.00	0
Fittings - Water System				
Misc. Fittings 4"	0		120.00	0
Misc. Fittings 6"	0		160.00	0
Misc. Fittings 8" Recycled Water System	4		200.00	800
Misc. Fittings 10"	0		240.00	0
Misc. Fittings 12"	4		750.00	3,000
	0		0.00	0
Water Meters - Water System				
5/8" Meter	0		230.00	0
1" Meter	0		320.00	0
1 1/2" Meter	0		420.00	0
2" Meter	0		525.00	0
	0		0.00	0
Hot Tap Connections - Water System				
6" Hot Tap	0	EA.	1,750.00	0
8" Hot Tap	0	EA.	2,200.00	0
12" Hot Tap	4	EA.	3,150.00	12,600
Hot Tap Service Clamp	0	EA.	1,000.00	0
Water Service	0	EA.	330.00	0
	0		0.00	0

C 047265
EXP. 12/31/13
CIVIL
STATE OF CALIFORNIA

Item No. A.10

CMJ

Miscellaneous - Water System			
Thrust Block	0 CY	150.00	0
Jack & Bore	0 L.F.	500.00	0
Joint at Existing 8"	0 EA.	650.00	0
Adjust Water Meter Box to Grade	0 EA.	235.00	0
	0	0.00	0
		SUBTOTAL:	285,580

REGISTERED PROFESSIONAL ENGINEER
C 047256
EXP. 12/31/15
CIVIL
STATE OF CALIFORNIA

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: PA98-0021
PM 34577
Trammell Crow

PUBLIC SEWER SYSTEMS

DATE: 8/22/12
PREPARED BY: C. Jimenez

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Sewer System				
4" V.C. Pipe	0	L.F.	25.00	0
6" V.C. Pipe	0	L.F.	40.00	0
8" V.C. Pipe	180	L.F.	55.00	9,900
10" V.C. Pipe	0	L.F.	60.00	0
12" V.C. Pipe	0	L.F.	70.00	0
15" V.C. Pipe	0	L.F.	80.00	0
18" V.C. Pipe	0	L.F.	160.00	0
21" V.C. Pipe	0	L.F.	180.00	0
24" V.C. Pipe	0	L.F.	195.00	0
27" V.C. Pipe	0	L.F.	215.00	0
30" V.C. Pipe	0	L.F.	235.00	0
33" V.C. Pipe	0	L.F.	280.00	0
36" V.C. Pipe	0	L.F.	300.00	0
4" SDR - 35	0	L.F.	25.00	0
6" SDR - 35	0	L.F.	30.00	0
8" SDR - 35	0	L.F.	35.00	0
10" SDR - 35	0	L.F.	45.00	0
12" SDR - 35	0	L.F.	54.00	0
15" SDR - 35	0	L.F.	90.00	0
Concrete Encasement	0	L.F.	20.00	0
	0		0.00	0
Clean Outs - Sewer System				
Clean-outs	0	EA.	730.00	0
Clean Out Lateral	0	EA.	200.00	0
	0		0.00	0
Manholes - Sewer System				
Standard Manhole 48"	3	EA.	3,140.00	9,420
Standard Manhole 48" Extra Depth	0	EA.	3,600.00	0
Standard Manhole 60"	0	EA.	4,500.00	0
Shallow Manhole	0	EA.	3,300.00	0
Adjust Manhole to Grade	0	EA.	530.00	0
Tie Into Existing Manhole	0	EA.	2,100.00	0
Rechannel Existing Manhole	0	EA.	1,500.00	0
Join Existing 8" Pipe	0	EA.	1,500.00	0
Join Existing 12" Pipe	0	EA.	2,000.00	0
Pavement around M/H	0	S.F.	14.00	0
	0		0.00	0
Miscellaneous - Sewer System				
Wyes	0	EA.	90.00	0
TV Sewer	0	L.F.	1.20	0
Trench Paving	200	S.F.	5.00	1,000
Pavement Replacement	0	S.F.	8.00	0
			SUBTOTAL:	20,320

REGISTERED PROFESSIONAL ENGINEER
C 047255
EXP 12/31/13
CIVIL
STATE OF CALIFORNIA

Item No. A.10

EXHIBIT "A"
ENGINEER'S ESTIMATE

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
BOND COMPUTATION SHEET

PROJECT: PA06-0021
PM 34577
Trammell Crow

DATE:
PREPARED BY: C. Jimenez

CMJ

IMPROVEMENT TYPE:

PAVEMENT SECTION WORK	$1,227,511
OFFSITE STREET WORK	$658,462
SPECIAL DISTRICTS	$210,000
MORENO VALLEY UTILITIES	$1,000,000
WATER QUALITY BASIN	$0
TRANSPORTATION ENGINEERING	$106,000
STORM DRAIN SYSTEM	$409,745
WATER SYSTEM & RECYCLED	$285,660
SEWER SYSTEM	$20,320
TRAFFIC IMPROVEMENTS	$10,600
BONDABLE WORK (not plan checked)	$240,600
TOTAL COST (VALUE) OF IMPROVEMENTS:	$4,470,818
+20% CONTINGENCY:	$894,364
TOTAL WITH STANDARD CONTINGENCY:	$5,364,882

BOND AMOUNT: $5,365,000

REGISTERED PROFESSIONAL ENGINEER
C 047365
EXP 12/31/13
CIVIL
STATE OF CALIFORNIA

Wells Fargo Bank, N.A.
U.S. Trade Services
Standby Letters of Credit
MAC A0195-212
One Front Street, 21st Floor
San Francisco, California 94111
Phone: 1(800)798-2815 Option 1
E-Mail: sftrade@wellsfargo.com

IRREVOCABLE LETTER OF CREDIT
AS FAITHFUL PERFORMANCE BOND

Irrevocable Letter of Credit No.IS0014770U

Project No. PA06-0021 (PM 34577)

Dated: SEPTEMBER 07, 2012

Public R/W
Improvements US $5,365,000.00

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

Re: Irrevocable Letter of Credit Delivered as Improvement Security Pursuant to California Government Code Sections 66499 et seq. and Regulations of the City of Moreno Valley

Gentlemen:

Wells Fargo Bank, N.A., a financial institution subject to regulation by the State of California and the United States Government, establishes and delivers to the City of Moreno Valley this irrevocable letter of credit in your favor for the account of I-215 Logistics, LLC A Delaware Limited Liability Company located at 3501 Jamboree Rd., Suite 230 Newport Beach, CA 92660 up to an aggregate sum of Five Million Three Hundred Sixty Five Thousand and No/100Dollars (US $5,365,000.00) as "Improvement Security" as required by Government Code Sections 66499 et seq. and Regulations of the City of Moreno Valley, for Project No. PA06-0021 (PM 34577).

All or any portion of the funds available pursuant to this irrevocable letter of credit will be paid upon the written demand of the City of Moreno Valley. The written demand need not present documentation of any type as a condition of payment, including proof of loss, but will be available by your draft at sight drawn on us and accompanied by your signed certification stating either that:

1. "I-215 Logistics, LLC A Delaware Limited Liability Company has not complied with the performance requirements as set forth in the agreements entered into with the City of Moreno Valley."

Together we'll go far

OR

2. "I-215 Logistics, LLC A Delaware Limited Liability Company has not maintained the offsite improvements as set forth in the agreements entered into with the City of Moreno Valley for the one year guarantee and warranty period provided, however, that the maximum amount which may be drawn under this subparagraph 2. shall be limited to 10% of the letter of credit.

This irrevocable letter of credit expires at the institution's counter on September 05, 2013; however, it is a condition of this letter of credit that it shall be deemed automatically extended without amendment for successive one year periods from the present and all future expiration dates thereof unless 60 days prior to any such date the institution shall notify the City in writing that the institution elects not to consider this letter of credit renewed for any such additional period.

Upon our sending you such notice of the non-extension of the expiration date of this Letter of Credit, you may also draw under this Letter of Credit, on or before the Final Expiration Date specified in such notice, by presentation of the following documents to us at our above address:

1. A draft drawn on us at sight marked "Drawn under Wells Fargo Bank, N.A. Standby Letter of Credit No. IS0014770U."

2. The original of this Standby Letter of Credit and any amendments thereto.

3. Your signed and dated statement worded as follows (with the instructions in brackets therein complied with):

The undersigned, an authorized representative of the beneficiary of Wells Fargo Bank, N. A. Letter of Credit No. IS0014770U, hereby certifies that it has received notification from Wells Fargo Bank, N.A. that this letter of credit will not be extended past its current expiration date. The undersigned further certifies that (i) as of the date of this statement, it has not received a letter of credit or other instrument acceptable to it as a replacement; and (ii) I-215 Logistics, LLC a Delaware Limited Liability Co. has not been released from its obligations."
I.L.O.C (FP) NO. IS0014770U

Together we'll go far

WELLS FARGO

PROJECT NO. PA06-0021 (PM 34577)
PAGE 3 OF 3

When the work is completed to the satisfaction of the City, the City Engineer of the City of Moreno Valley will accept the work and thereupon the amount of the obligation of this security will be reduced by 90% with the remaining 10% will be held as security for a one year guarantee period and warranty period provided for in the agreements.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This Letter of Credit is Irrevocable.

Wells Fargo Bank, N.A.
(TYPE/PRINT - INSTITUTION)

By: Sharon Peace-Smoot

Sharon Peace-Smoot, AVP
(TYPE/PRINT – NAME & TITLE)

By: Angie Mendenhall

Angie Mendenhall, Operations Officer
(TYPE/PRINT – NAME & TITLE)

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF Forsyth; TO WIT:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 7th DAY OF September, 2012 BY NAME AND TITLE Sharon Peace-Smoot, AVP + Angie Mendenhall, Operations Officer.

(NOTARY PUBLIC)

OFFICIAL SEAL
Notary Public, North Carolina
COUNTY OF STOKES
LINDA A. HAMPTON
My Commission Expires 11-30-16

MY COMMISSION EXPIRES: 11-30-2016

Together we'll go far

Wells Fargo Bank, N.A.
U.S. Trade Services
Standby Letters of Credit
MAC A0195-212
One Front Street, 21st Floor
San Francisco, California 94111
Phone: 1(800)798-2815 Option 1
E-Mail: sftrade@wellsfargo.com

IRREVOCABLE LETTER OF CREDIT AS FAITHFUL PERFORMANCE BOND

Irrevocable Letter of Credit No.IS0014767U

Project No. PA06-0021 (PM 34577)

Dated: SEPTEMBER 07, 2012

Public R/W
Improvements US $2,682,500.00

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

Re: Irrevocable Letter of Credit Delivered as Security for Labor and Materials Pursuant to Government Code Sections 66499 et seq. and Regulations of the City of Moreno Valley

Gentlemen:

Wells Fargo Bank, N.A., a financial institution subject to regulation by the State of California and the United States Government, establishes and delivers to the City of Moreno Valley this irrevocable letter of credit in your favor for the account of I-215 Logistics, LLC A Delaware Limited Liability Company located at 3501 Jamboree Rd., Suite 230 Newport Beach, CA 92660 up to an aggregate sum of Two Million Six Hundred Eighty Two Thousand Five Hundred and No/100Dollars (US $2,682,500.00) as "ISecurity for Labor and Materials" as required by Government Code Sections 66499 et seq. and Regulations of the City of Moreno Valley, for Project No. PA06-0021 (PM 34577).

All or any portion of the funds available pursuant to this irrevocable letter of credit will be paid upon the written demand of the City of Moreno Valley. The written demand need not present documentation of any type as a condition of payment, including proof of loss, but will be available by your draft at sight drawn on us and accompanied by your signed certification stating either that:

1. "I-215 Logistics, LLC A Delaware Limited Liability Company has not complied with the labor and material payment requirements as set forth in the agreements entered into with the City of Moreno Valley."

Together we'll go far

MV00196277

This irrevocable letter of credit expires at the institution's counter on September 05, 2013; however, it is a condition of this letter of credit that it shall be deemed automatically extended without amendment for successive one year periods from the present and all future expiration dates thereof unless 60 days prior to any such date the institution shall notify the City in writing that the institution elects not to consider this letter of credit renewed for any such additional period.

Upon our sending you such notice of the non-extension of the expiration date of this Letter of Credit, you may also draw under this Letter of Credit, on or before the Final Expiration Date specified in such notice, by presentation of the following documents to us at our above address:

1. A draft drawn on us at sight marked "Drawn under Wells Fargo Bank, N.A. Standby Letter of Credit No. IS0014767U."

2. The original of this Standby Letter of Credit and any amendments thereto.

3. Your signed and dated statement worded as follows (with the instructions in brackets therein complied with):

The undersigned, an authorized representative of the beneficiary of Wells Fargo Bank, N. A. Letter of Credit No. IS0014767U, hereby certifies that it has received notification from Wells Fargo Bank, N.A. that this letter of credit will not be extended past its current expiration date. The undersigned further certifies that (i) as of the date of this statement, it has not received a letter of credit or other instrument acceptable to it as a replacement; and (ii) I-215 Logistics, LLC a Delaware Limited Liability Co. has not been released from its obligations."

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney fees incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This Letter of Credit is Irrevocable.

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WELLS FARGO

C (FP) NO. IS0014767U
PROJECT NO. PA06-0021 (PM 34577)
PAGE 3 OF 3

Wells Fargo Bank, N.A.
(TYPE/PRINT - INSTITUTION)

By: Sharon Peace-Smoot

Sharon Peace-Smoot, AVP
(TYPE/PRINT – NAME & TITLE)

By: Angie Mendenhall

Angie Mendenhall, Operations officer
(TYPE/PRINT – NAME & TITLE)

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF Forsyth ; TO WIT:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 7th DAY OF September, 2012 BY NAME AND TITLE Sharon Peace Smoot, AVP + Angie Mendenhall, Operations officer

(NOTARY PUBLIC)

OFFICIAL SEAL
Notary Public, North Carolina
COUNTY OF STOKES
LINDA A. HAMPTON
My Commission Expires 11-30-16

MY COMMISSION EXPIRES: 11-30-2016

Together we'll go far

MV00196279

EXHIBIT "B"

DIF IMPROVEMENTS

EXHIBIT "B"

PM 34577 (PA06-0021)
ENGINEER'S ESTIMATE OF DIF IMPROVEMENTS
SAN MICHELE ROAD

Fuscoe Engineering

TYPE		QUANTITY	UNIT	UNIT PRICE	TOTAL
Street Work - DIF					
Roadway Excavation		3051	C.Y.	29.00	88,479
A.B. Class II	1 Thickness (ft.)				
	34,338 S.F.	2,489	Ton	33.00	82,137
A.C.	0.5 Thickness (ft.)				
	34,338 S.F.	1,244	Ton	80.00	99,520
Curb and Gutter - 8"		1,811	L.F.	30.00	54,330
Striping		1	L.S.		0
Traffic Control		0	L.S.	10,000.00	0
TOTAL COST (VALUE) OF IMPROVEMENTS:					$ 324,466
25% ENGINEERING:					$ 81,117
10% PLANNING:					$ 32,447
10% CONTINGENCY:					$ 32,447
SUBTOTAL:					$ 470,476
RIGHT-OF-WAY DEDICATION:		(Length x Width) x $5.00/sf			$ 269,200
GRAND TOTAL:					**$ 739,676**

Footnotes:

REGISTERED PROFESSIONAL ENGINEER
STEVEN L. FUSCOE
C 047255
EXP 12/31/13
CIVIL
STATE OF CALIFORNIA

PM 34577 (PA06-0021)
ENGINEER'S ESTIMATE OF DIF IMPROVEMENTS
INDIAN STREET

Fuscoe Engineering

TYPE		QUANTITY	UNIT	UNIT PRICE	TOTAL
Street Work - DIF					
Roadway Excavation		756	C.Y.	29.00	21,924
A.B. Class II	1 Thickness (ft.)				
	16,792 S.F.	1,217	Ton	33.00	40,161
A.C.	0.5 Thickness (ft.)				
	16,792 S.F.	608	Ton	80.00	48,640
Curb and Gutter - 8"		873	L.F.	30.00	26,190
Striping		0	L.S.		0
Traffic Control		0	L.S.	10,000.00	0
TOTAL COST (VALUE) OF IMPROVEMENTS:					$ 136,915
25% ENGINEERING:					$ 34,229
10% PLANNING:					$ 13,692
10% CONTINGENCY:					$ 13,692
SUBTOTAL:					$ 198,527
RIGHT-OF-WAY DEDICATION:		(Length x Width) x $5.00/sf			$ 88,400
GRAND TOTAL:					**$ 286,927**

Footnotes:

Item No. A.10

PM 34577 (PA06-0021)

ENGINEER'S ESTIMATE OF DIF IMPROVEMENTS - TRAFFIC SIGNALS

Fuscoe Engineering

TYPE	QUANTITY	UNIT PRICE	TOTAL
Traffic Signals - DIF			
Heacock Street @ Cardinal Avenue	0 L.S.		0
TOTAL COST (VALUE) OF IMPROVEMENTS:		$	274,100
25% ENGINEERING:		$	68,525
10% PLANNING:		$	27,410
10% CONTINGENCY:		$	27,410
SUBTOTAL:		$	397,445
GRAND TOTAL:		$	**397,445**

Footnotes:

(na)

REGISTERED PROFESSIONAL ENGINEER
C 047255
EXP 12/31/13
CIVIL
STATE OF CALIFORNIA

EXHIBIT "C" – DIF Credit Calculation Table

Item	Process for DIF Credit Calculation	Streets	Traffic Signals	Police	Fire	Library	Park	Community / Rec Centers	Public Facilities*	Interchange Improvement	2% Admin Fee
1	Engineer's Estimate	$1,026,602	$397,445	$0	$0	$0	$0	$0	$0	$0	$0
2	Project costs as identified in DIF study	$746,360	$274,100	$0	$0	$0	$0	$0	$0	$0	$0
3	Actual DIF Obligation	$213,750	$145,000	$145,000	$321,250	$0	$0	$0	$287,500	$132,500	$24,900
4	Developer's Credit Amount** - Least of Lines 1 2 & 3	$213,750	$145,000	$0	$0	$0	$0	$0	$0	$0	$0

*may include, but not be limited to, City Hall, Corporate Yard, Animal Shelter, and/or maintenance equipment.

**credit amount shall not exceed obligation.

MV00196284

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MV00196285

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: April 23, 2013

TITLE: PA06-0021, PM 34577 – ACCEPT TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) PROGRAM IMPROVEMENT AND CREDIT/REIMBURSEMENT AGREEMENT #T13-001 FOR HEACOCK AVENUE IMPROVEMENTS ASSOCIATED WITH THE I-215 LOGISTICS PROJECT

RECOMMENDED ACTION

Recommendations:

1. Accept the Transportation Uniform Mitigation Fee Improvement Credit/Reimbursement Agreement #T13-001 (TUMF Agreement) for PA06-0021, PM 34577 improvements.

2. Authorize the Mayor to execute the TUMF Agreement.

3. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

The Transportation Uniform Mitigation Fee (TUMF) Program applies to those jurisdictions in Western Riverside County that have adopted and are implementing the TUMF Program Ordinance. The TUMF Program has been developed pursuant to and consistent with authority provided in the requirements of California Government Code, Chapter 5, Section 66000-66008, "Fees for Development Projects" (also known as California Assembly Bill 1600 [AB1600] or the Mitigation Fee Act) which governs the

assessment of development impact fees in California. Pursuant to the City of Moreno Valley Municipal Code 3.44.070, the Western Riverside Council of Governments (WRCOG) has been appointed the Administrator of the Transportation Uniform Mitigation Fee Program.

Developers are required to pay TUMF to the City for projects that impact designated arterial streets. The TUMF Program funds may only be used for capital expenditures associated with the Regional System of Highways and Arterials (RSHA) and for capital expenditures for transit system improvements consistent with the TUMF Nexus Study. These purposes include expenditures for the planning, environmental review, engineering and design costs, right-of-way acquisition, and administrative costs. The TUMF Agreement will allow the developer to be credited and potentially reimbursed for the qualifying improvements.

The TUMF Agreement will allow the developer to be credited and potentially reimbursed for planning, environmental review, engineering and design costs, right-of-way acquisition, and administrative costs associated with RSHA roads that have been identified in the Nexus Study. The developer's credit is the lower of the TUMF Nexus Study amount, the bid amount from the lowest responsible bidder to construct the qualifying improvements, and the TUMF Fee Obligation.

In addition, the developer may seek reimbursement from WRCOG, when the developer is required to provide improvements beyond its immediate effect, such as building out the other side of a street. The developer's reimbursement is the lower of the TUMF Nexus Study amount or Verified Actual Construction Cost.

DISCUSSION

On January 11, 2007, the Planning Commission of the City of Moreno Valley approved Tentative Parcel Map No. 34577 (PA06-0021) along with Plot Plan (PA06-0022) for two industrial warehouse buildings. On November 28, 2011, Amended Plot Plan P11-090 (Building #1; 455,000 square feet) and Amended Plot Plan P11-091 (Building #2; 1,250,000 square feet) were approved by the Planning Director as amendments to the original plot plan. The developer is constructing Building #2 as part of Phase I. The project is bounded by Indian Street to the east, Heacock Street to the west, San Michelle Road to the south, and Cardinal Avenue to the north.

The City Council of the City of Moreno Valley executed the Agreement for Public Improvements and letters of credit as securities for public improvements in the amount of $5,365,000 for Faithful Performance and $2,682,500 for Material and Labor. The letters of credit were secured by Wells Fargo Bank.

The developer agrees to perform and complete all of the required public improvements in accordance with the TUMF Improvement Credit/Reimbursement Agreement and its exhibits. The public improvements covered under the TUMF Improvement Credit Agreement are for qualifying improvements to Heacock Street which include expenditures for the planning, environmental review, engineering and design costs,

right-of-way acquisition, and administrative costs. The developer's TUMF obligation to the City is $781,960. The developer's credit is based on City of Moreno Valley Municipal Code 3.44.040. The initial credit is the lower of the Nexus Study amount ($1,273,785) or the amount of the lowest responsible bid which will be determined at the time the developer conducts a public bid opening, up to the TUMF obligation. The TUMF credit would be $781,960 if the lowest responsible bid is higher than the TUMF obligation. If the lowest responsible bid is lower than the TUMF obligation, the TUMF credit will be equal to the lowest responsible bid amount.

Reimbursement, if the developer has constructed improvements beyond which he is obligated, can be applied for after actual construction costs are verified. The reimbursement amount will be the difference between the lower of the TUMF Nexus Study amount or Verified Actual Construction Costs less the amount of the initial credit.

ALTERNATIVES

1. Accept the Transportation Mitigation Fee Improvement Credit/Reimbursement Agreement (TUMF Agreement) for PA06-0021, PM 34577. Authorize the Mayor to execute the Agreement. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.

2. Do not accept the Transportation Mitigation Fee Improvement Credit/Reimbursement Agreement (TUMF Agreement) for PA06-0021, PM 34577. Do not authorize the Mayor to execute the Agreement. Do not direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.

FISCAL IMPACT

There are no fiscal impacts associated with the proposed action.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

NOTIFICATION

Publication of agenda.

ATTACHMENTS

Attachment 1 – TUMF Improvement and Credit/Reimbursement Agreement

Prepared By:
Clement Jimenez, P.E.
Senior Engineer

Department Head Approval:
Barry Foster
Community and Economic Development Director

Concurred By:
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

CITY OF MORENO VALLEY

IMPROVEMENT AND CREDIT / REIMBURSEMENT AGREEMENT NO. T13-001

TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

This **IMPROVEMENT AND CREDIT AGREEMENT** ("Agreement") is entered into this ____ day of _____, 2013, by and between the City of Moreno Valley, California, a municipal corporation ("City"), and I-215 Logistics, LLC a Delaware limited liability company, with its principal place of business at 3501 Jamboree Road, Suite 230, Newport Beach, CA 92660 ("Developer"). City and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, Developer owns 76 acres of real property located within the City of Moreno Valley, California, identified as PM 34577 (PA06-0021), which is more specifically described in the legal description set forth in Exhibit "A," attached hereto and incorporated herein by this reference ("Property");

WHEREAS, Developer has requested from City certain entitlements and/or permits for the construction of improvements on the Property, which are more particularly described as a 1,250,000 square-foot industrial building (P11-091) and all related infrastructure associated with City project number PM 34577 (PA06-0021) ("Project");

WHEREAS, the City of Moreno Valley is a member agency of the Western Riverside Council of Governments ("WRCOG"), a joint powers agency, comprised of the County of Riverside and 16 cities located in Western Riverside County. WRCOG is the administrator for the Transportation Uniform Mitigation Fee ("TUMF") Program;

WHEREAS, as part of the TUMF Program, the City of Moreno Valley has adopted "Transportation Uniform Mitigation Fee Nexus Study: 2009 Update" ("2009 Nexus Study");

WHEREAS, as a condition to City's approval of the Project, City has required Developer to construct certain street and transportation system improvement(s) of regional importance ("TUMF Improvements");

WHEREAS, pursuant to the TUMF Program, the City of Moreno Valley requires Developer to pay the TUMF which covers the Developer's fair share of the costs to deliver those TUMF Improvements that help mitigate the Project's traffic impacts and burdens on the Regional System of Highways and Arterials (also known as the "TUMF Network"), generated by the Project and that are necessary to protect the safety, health, and welfare of persons that travel to and from the Project using the TUMF Network;

WHEREAS, the TUMF Improvements have been designated as having Regional or Zonal Significance as further described in the 2009 Nexus Study and the 5 year Transportation Improvement Program as may be amended;

WHEREAS, City and Developer now desire to enter into this Agreement for the following purposes: (1) to provide for the timely delivery of the TUMF Improvements, (2) to ensure that delivery of the TUMF Improvements is undertaken as if the TUMF Improvements were constructed under the direction and authority of the City, (3) to provide a means by which the Developer's costs for project delivery of the TUMF Improvements and related right-of-ways is offset against Developer's obligation to pay the applicable TUMF for the Project in accordance with the TUMF Administrative Plan adopted by WRCOG, and (4) to provide a means, subject to the separate approval of WRCOG, for Developer to be reimbursed to the extent the actual and authorized costs for the delivery of the TUMF Improvements exceeds Developer's TUMF obligation.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and City hereby agree as follows:

TERMS

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Construction of TUMF Improvements. Developer shall construct or have constructed at its own cost, expense, and liability certain street and transportation system improvements generally described as saw cutting and removal of existing pavement, roadway earthwork, pavement, base, curb and gutter, cross gutter and spandrel, relocation of signs, traffic striping, traffic control, and drainage improvements and as shown more specifically on the plans, profiles, and specifications which have been or will be prepared by or on behalf of Developer and approved by City, and which are incorporated herein by this reference ("TUMF Improvements"). Construction of the Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any existing public or private improvement in conflict with the construction or installation of the TUMF Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of City and the owner of such improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the Improvements.

2.1 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any portion of the TUMF Improvements until all plans and specifications for the TUMF Improvements have been submitted to and approved by City. Approval by City shall not relieve Developer from ensuring that all TUMF Improvements conform with all other requirements and standards set forth in this Agreement.

2.2 Permits and Notices. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the TUMF Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

2.3 Public Works Requirements. In order to ensure that the TUMF Improvements will be constructed as if they had been constructed under the direction and supervision, or under the authority of City, Developer shall comply with all of the following requirements with respect to the construction of the TUMF Improvements:

(a) Developer shall obtain bids for the construction of the Improvements, in conformance with the standard procedures and requirements of City with respect to its public works projects, or in a manner which is approved by the Public Works Department.

(b) The contract or contracts for the construction of the TUMF Improvements shall be awarded to the responsible bidder(s) submitting the lowest responsive bid(s) for the construction of the TUMF Improvements.

(c) Developer shall require, and the specifications and bid and contract documents shall require, all such contractors to pay prevailing wages (in accordance with Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code) and to otherwise comply with applicable provisions of the Labor Code, the Government Code and the Public Contract Code relating to public works projects of cities/counties and as required by the procedures and standards of City with respect to the construction of its public works projects or as otherwise directed by the Public Works Department.

(d) All such contractors shall be required to provide proof of insurance coverage throughout the term of the construction of the TUMF Improvements which they will construct in conformance with City's standard procedures and requirements.

(e) Developer and all such contractors shall comply with such other requirements relating to the construction of the TUMF Improvements which City may impose by written notification delivered to Developer and each such contractor at any time, either prior to the receipt of bids by Developer for the construction of the TUMF Improvements, or to the extent required as a result of changes in applicable laws, during the progress of construction thereof.

Owner shall provide proof to City, at such intervals and in such form as City may require that the foregoing requirements have been satisfied as to the TUMF Improvements.

2.4 Quality of Work; Compliance with Laws and Codes. The construction plans and specifications for the TUMF Improvements shall be prepared in

accordance with all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. The TUMF Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required, constructing the TUMF Improvements in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to TUMF Improvements. All work shall be done and the TUMF Improvements completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation it is determined that the public interest requires alterations in the TUMF Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the TUMF Improvements to be completed may be accomplished without first giving prior notice thereof to Developer's surety for this Agreement.

3.0 Maintenance of TUMF Improvements. City shall not be responsible or liable for the maintenance or care of the Improvements until City approves and accepts them. City shall exercise no control over the TUMF Improvements until accepted. Any use by any person of the TUMF Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the TUMF Improvements. Developer shall maintain all of the TUMF Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the TUMF Improvements or their condition prior to acceptance.

4.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of the construction of the TUMF Improvements, including, but not limited to, all plan check, design review, engineering,

inspection, sewer treatment connection fees, and other service or impact fees established by City.

5.0 City/County Inspection of TUMF Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the TUMF Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the TUMF Improvements and areas where construction of the TUMF Improvements is occurring or will occur.

6.0 Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 3115 and 3116 of the Civil Code with respect to the TUMF Improvements, Developer shall provide to City such evidence or proof as City shall require that all persons, firms, and corporations supplying work, labor, materials, supplies, and equipment to the construction of the TUMF Improvements, have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. Rather than await the expiration of the said time for the recording of claims of liens, Developer may elect to provide to City a title insurance policy or other security acceptable to City guaranteeing that no such claims of liens will be recorded or become a lien upon any of the Property.

7.0 Acceptance of TUMF Improvements; As-Built, or Record Drawings. If the TUMF Improvements are properly completed by Developer and approved by City, and if they comply with all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements, City shall be authorized to accept the TUMF Improvements. City may, in its sole and absolute discretion, accept fully completed portions of the TUMF Improvements prior to such time as all of the TUMF Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the TUMF Improvements. Upon the total or partial acceptance of the TUMF Improvements by City, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted TUMF Improvements in accordance with California Civil Code section 3093 ("Notice of Completion"), at which time the accepted TUMF Improvements shall become the sole and exclusive property of City without any payment therefore. Notwithstanding the foregoing, City may not accept any TUMF Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City for all such TUMF Improvements. The drawings shall be certified and shall reflect the condition of the TUMF Improvements as constructed, with all changes incorporated therein.

8.0 Warranty and Guarantee. Developer hereby warrants and guarantees all the TUMF Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of the TUMF Improvements, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the TUMF Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of City. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any TUMF Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed TUMF Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any TUMF Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

9.0 Administrative Costs. If Developer fails to construct and install all or any part of the TUMF Improvements, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10.0 Default; Notice; Remedies.

10.1 Notice. If Developer neglects, refuses, or fails to fulfill complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within five (5) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the TUMF Improvements and all other administrative costs expenses as provided for in this Section 10.0 of this Agreement.

10.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or

violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any of the TUMF Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and the TUMF Improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City.

10.3 Other Remedies. No action by City pursuant to this Section 10.0 et seq. of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

11.0 Security; Surety Bonds. Prior to the commencement of any work on the TUMF Improvements, Developer or its contractor shall provide City with surety bonds in the amounts and under the terms set forth below ("Security"). The amount of the Security shall be based on the estimated actual costs to construct the TUMF Improvements, as determined by City after Developer has awarded a contract for construction of the TUMF Improvements to the lowest responsive and responsible bidder in accordance with this Agreement ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer or its contractor shall adjust the Security in the amount requested by City. Developer's compliance with this Section 11.0 et seq. of this Agreement shall in no way limit or modify Developer's indemnification obligation provided in Section 12.0 of this Agreement.

11.1 Performance Bond. To guarantee the faithful performance of the TUMF Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 10.0 et seq. of this Agreement, and to secure the one-year guarantee and warranty of the TUMF Improvements, Developer or its contractor shall provide City a faithful performance bond in an amount which sum shall be not less than one hundred percent (100%) of the Estimated Costs. City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the TUMF Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement and the total remaining security is not less than ten percent (10%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement.

11.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the TUMF Improvements and this Agreement, Developer or its contractor shall provide City a labor and materials bond in an amount which sum shall not be less than fifty percent (50%) of the Estimated Costs. The security provided

under this section may be released by written authorization of City after ninety (90) days from the date City accepts the TUMF Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

11.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of at least "A" and FSC-VIII, shall be licensed to do business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer, its contractor or the surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer, its contractor and the surety shall stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the TUMF Improvements, or the plans and specifications for the TUMF Improvements shall in any way affect its obligation on the Security.

11.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "B", unless other forms are deemed acceptable by the City, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

12.0 Indemnification. Developer shall defend, indemnify, and hold harmless the City of Moreno Valley and the Moreno Valley Community Services District, and the Moreno Valley Housing Authority, its elected officials, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its employees, contractors, or agents in connection with the performance of this Agreement ("Claims"). This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys fees, and related costs or expenses, and the reimbursement of City, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, employees, or agents.

13.0 Insurance.

13.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractor(s) to procure and maintain, during performance of this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall

apply separately to this Agreement or be no less than two times the specified occurrence limit.

13.1.1 General Liability. Occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than Two Million Dollars ($2,000,000) per occurrence for bodily injury, personal injury, and property damage.

13.1.2 Business Automobile Liability. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

13.1.3 Workers' Compensation. Workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence, at all times during which insured retains employees.

13.1.4 Professional Liability. For any consultant or other professional who will engineer or design the TUMF Improvements, liability insurance for errors and omissions with limits not less than Two Million Dollars ($2,000,000) per occurrence, shall be procured and maintained for a period of five (5) years following completion of the TUMF Improvements. Such insurance shall be endorsed to include contractual liability.

13.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

13.3 Additional Insured; Separation of Insureds. The Required Insurance, except for the professional liability and workers' compensation insurance, shall name the City of Moreno Valley, the Moreno Valley Community Services District, and the Moreno Valley Housing Authority, its elected officials, officers, employees, and agents as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including any materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, or agents.

13.4 Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, or agents. The policy required for workers' compensation insurance shall provide that the insurance company waives

all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

13.5 Certificates; Verification. Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

13.6 Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days' prior written notice to City.

13.7 Insurer Rating. Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least "A" and FSC-VIII.

14.0 TUMF Credit.

14.1 Developer's TUMF Obligation. Developer hereby agrees and accepts that as of the date of this Agreement, the amount Developer is obligated to pay to City pursuant to City's Project PM 34577 (PA06-0021) Conditions of Approval No. LD58 and City Municipal Code Section 3.44 as part of the TUMF Program is Seven Hundred Eighty One Thousand Nine Hundred Sixty Dollars ($781,960) ("TUMF Obligation"). This TUMF Obligation shall be initially determined under the nexus study and fee schedule in effect for the City at the time the Developer submits a building permit application for TUMF Improvement. Notwithstanding, this TUMF Obligation does not have to be paid until Certificate of Occupancy is obtained.

14.2 Limited Period of Adjustment. For those participating jurisdictions in WRCOG that have adopted the Addendum to the 2009 Nexus Study, the Developer may still qualify for a pro-rata adjustment of its Maximum TUMF Share if existing or future phases of the TUMF Improvement are completed under a different nexus study and the Developer pays the full TUMF Obligation required under the 2009 Nexus Study. A Developer may also request to pay the full TUMF Obligation under the 2009 Nexus Study if TUMF Improvements started under the Addendum will be completed under a different nexus study. To make either request, the Developer must submit its Amendment No. 1 to this Agreement ("Agreement") attached as Exhibit "G" before WRCOG adopts the following year's Construction Cost Index in February. If the Developer fails to submit an Amendment before February of the following year, the TUMF Obligation as would be otherwise calculated under the Addendum shall remain in effect.

14.3 Fee Adjustments. Notwithstanding the foregoing, the Developer agrees that this Agreement shall not estop City from adjusting the TUMF in accordance with the provisions of City Resolution No. 2010-01 in accordance with City Ordinance No. 807 and City Ordinance No. 835 and City Municipal Code Section 3.44. If Section 14.2 is not applicable, Developer agrees and acknowledges that Developer's final TUMF Obligation for the Project shall be calculated when the building permit application is submitted and in accordance with the provisions of City Resolution No. 2010-01 in accordance with City Ordinance No. 807 and City Ordinance No. 835 and City Municipal Code Section 3.44 in effect at such time.

14.4 Credit Offset against TUMF Obligation. Pursuant to City Resolution No. 2010-01 in accordance with City Ordinance No. 807 and City Ordinance No. 835 and City Municipal Code Section 3.44 and in consideration for Developer's obligation under this Agreement for the delivery of TUMF Improvements, credit shall be applied by City to offset the TUMF Obligation ("Credit") subject to adjustment and reconciliation under Section 14.2 and 14.6 of this agreement. Developer hereby agrees that the amount of the Credit shall be applied after Developer has initiated the process of project delivery of TUMF Improvements to the lowest responsible bidder in accordance with this Agreement. Developer further agrees that the dollar amount of the Credit shall be equal to the lesser of: (A) the bid amount set forth in the contract awarded to the lowest responsible bidder, or (B) the unit cost assumptions for the TUMF Improvements in effect at the time of the contract award, as such assumptions are identified and determined in the 2009 Nexus Study and the TUMF Administrative Plan adopted by WRCOG ("Unit Cost Assumptions").

The bid amount and the Unit Cost Assumptions shall hereafter be collectively referred to as "Estimated Cost". At no time will the Credit exceed the Developer's TUMF Obligation. If the dollar amount of the Estimated Cost exceeds the dollar amount of the TUMF Obligation, Developer will be deemed to have completely satisfied its TUMF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.5 of this Agreement. If the dollar amount of the Estimated Cost is less than the dollar amount of the TUMF Obligation, the Developer agrees the Credit shall be applied to offset the TUMF Obligation as follows:

(1) For residential units in the Project, the Credit shall be applied to all residential units to offset and/or satisfy the TUMF Obligation. The residential units for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to each unit, shall be identified in the notice provided to the Developer by City pursuant to this section.

(2) For commercial and industrial structures in the Project, the Credit shall be applied to all commercial and industrial development to offset and/or satisfy the TUMF Obligation. The commercial or industrial structure(s) for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to such structure(s), shall be identified in the notice provided to the Developer by City pursuant to this section.

City shall provide Developer written notice of the determinations that City makes pursuant to this section, including how the Credit is applied to offset the TUMF Obligation as described above.

14.5 Verified Cost of the Improvements. Upon recordation of the Notice of Completion for the TUMF Improvements and acceptance of the TUMF Improvements by City, Developer shall submit to the City Public Works Director the information set forth in the attached Exhibit "C". The City Public Works Director, or his or her designee, shall use the information provided by Developer to calculate the total actual costs incurred by Developer in delivering the TUMF Improvements covered under this Agreement ("Verified Costs"). The City Public Works Director will use his or her best efforts to determine the amount of the Verified Costs and provide Developer written notice thereof within ninety (90) calendar days of receipt of all the required information from Developer.

14.6 Reconciliation; Final Credit Offset against TUMF Obligation. The Developer is aware and accepts the fact that Credits are speculative and conceptual in nature. The actual amount of Credit that shall be applied by City to offset the TUMF Obligation shall be equal to the lesser of: (A) the Verified Costs or (B) Unit Cost Assumptions for the TUMF Improvements as determined in accordance with Section 14.4 of this Agreement ("Actual Credit"). No Actual Credit will be awarded until the Verified Costs are determined through the reconciliation process. Please be advised that while a Developer may use an engineer's estimate in order to estimate Credits for project planning purposes, the Actual Credit awarded will only be determined by the reconciliation process.

(a) TUMF Balance. If the dollar amount of the Actual Credit is less than the dollar amount of the TUMF Obligation ("TUMF Balance"), the City Public Works Director shall provide written notice to Developer of the amount of the TUMF Balance and Developer shall pay the TUMF Balance in accordance with City Resolution No. 2010-01 in accordance with City Ordinance No. 807 and City Ordinance No. 835 and City Municipal Code Section 3.44 to fully satisfy the TUMF Obligation (see Exhibit "F" - Example "A").

(b) TUMF Reimbursement. If the dollar amount of the Actual Credit exceeds the TUMF Obligation, Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.7 of this Agreement. City shall provide Developer written notice of the determinations that City makes pursuant to this section (see Exhibit "F" - Example "B").

(c) TUMF Overpayment. If the dollar amount of the Actual Credit exceeds the Estimated Cost, but is less than the TUMF Obligation, but the Actual Credit plus additional monies collected by City from Developer for the TUMF Obligation exceed the TUMF Obligation ("TUMF Overpayment"), Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may be entitled to a refund. The City Public Works Director shall provide written notice to WRCOG and the Developer of the amount of the TUMF Overpayment and WRCOG shall refund the Developer in accordance with City Municipal Code Section 3.44 (see Exhibit "F" - Example C).

14.7 Reimbursement Agreement. If authorized under either Section 14.4 or Section 14.6, Developer may apply to City and WRCOG for a reimbursement agreement for the amount by which the Actual Credit exceeds the TUMF Obligation, as determined pursuant to Section 14.4 of this Agreement, City Municipal Code Section 3.44, and the TUMF Administrative Plan adopted by WRCOG ("Reimbursement Agreement"). If City and WRCOG agree to a Reimbursement Agreement with Developer, the Reimbursement Agreement shall be executed on the form set forth in Exhibit "D", and shall contain the terms and conditions set forth therein. The Parties agree that the Reimbursement Agreement shall be subject to all terms and conditions of this Agreement, and that upon execution, an executed copy of the Reimbursement Agreement shall be attached hereto and shall be incorporated herein as a material part of this Agreement as though fully set forth herein.

15.0 Miscellaneous.

15.1 Assignment. Developer may assign all or a portion of its rights pursuant to this Agreement to a purchaser of a portion or portions of the Property ("Assignment"). Developer and such purchaser and assignee ("Assignee") shall provide to City such reasonable proof as it may require that Assignee is the purchaser of such portions of the Property. Any assignment pursuant to this section shall not be effective unless and until Developer and Assignee have executed an assignment agreement with City in a form reasonably acceptable to City, whereby Developer and Assignee agree, except as may be otherwise specifically provided therein, to the following: (1) that Assignee shall receive all or a portion of Developer's rights pursuant to this Agreement, including such credit as is determined to be applicable to the portion of the Property purchased by Assignee pursuant to Section 14.0 et seq. of this Agreement, and (2) that Assignee shall be bound by all applicable provisions of this Agreement.

15.2 Relationship between the Parties. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

15.3 Warranty as to Property Ownership; Authority to Enter Agreement. Developer hereby warrants that it owns fee title to the Property and that it has the legal capacity to enter into this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

15.4 Prohibited Interests. Developer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Developer, to solicit or secure this Agreement. Developer also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Developer, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon the making of this Agreement. For breach of this warranty, City shall have the right to rescind this Agreement without liability.

15.5 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City: City of Moreno Valley
Land Development
Attn: City Engineer
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Fax No. 951.413.3158

To Developer: I-215 Logistics, LLC
Attn: David Nazaryk
3501 Jamboree Road, Suite 230
Newport Beach, CA 92660

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

15.6 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

15.7 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and contractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

15.8 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

15.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

15.10 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

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

15.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

15.13 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

15.14 Time is of the Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

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

15.16 Entire Agreement. This Agreement contains the entire agreement between City and Developer and supersedes any prior oral or written statements or agreements between City and Developer.

[SIGNATURES OF PARTIES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DEVELOPER:
I-215 Logistics, LLC,
a Delaware limited liability company

By: SEE ATTACHED SIGNATURE PAGE
Signature

Print/Type Name

Title

By: _____
Signature

Print/Type Name

Title

CITY OF MORENO VALLEY:

By: _____

Its: _____

ATTEST:
By: _____

Its: _____

APPROVED AS TO FORM
CITY ATTORNEY

Date: _____

By: _____
City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

I-215 Logistics, LLC
a Delaware limited liability company

By: **LION-TCC DEVELOPMENT II, LLC**
a Delaware limited liability Company, its single member

By: **TC Industrial Associates, Inc.**
a Delaware corporation, its managing member

By: _____
David Nazaryk,
Vice President

ACKNOWLEDGMENT

State of California
County of Orange)

On April 2, 2013 before me, R. Flandez, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

R. FLANDEZ
Commission # 1916162
Notary Public - California
Orange County
My Comm. Expires Jan 6, 2015

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

[ATTACHED BEHIND THIS PAGE]

Legal Description

Parcel Map No. 34577, as shown by map on file in Book 234 of Parcel Maps at Pages 85-89 thereof, Records of Riverside County, California

EXHIBIT "B"

FORMS FOR SECURITY

[ATTACHED BEHIND THIS PAGE]

Wells Fargo Bank, N.A.
U.S. Trade Services
Standby Letters of Credit
MAC A0195-212
One Front Street, 21st Floor
San Francisco, California 94111
Phone: 1(800)798-2815 Option 1
E-Mail: sftrade@wellsfargo.com

IRREVOCABLE LETTER OF CREDIT AS FAITHFUL PERFORMANCE BOND

Irrevocable Letter of Credit No.IS0014770U

Project No. PA06-0021 (PM 34577)

Dated: SEPTEMBER 07, 2012

Public R/W
Improvements US $5,365,000.00

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

Re: Irrevocable Letter of Credit Delivered as Improvement Security Pursuant to California Government Code Sections 66499 et seq. and Regulations of the City of Moreno Valley

Gentlemen:

Wells Fargo Bank, N.A., a financial institution subject to regulation by the State of California and the United States Government, establishes and delivers to the City of Moreno Valley this irrevocable letter of credit in your favor for the account of I-215 Logistics, LLC A Delaware Limited Liability Company located at 3501 Jamboree Rd., Suite 230 Newport Beach, CA 92660 up to an aggregate sum of Five Million Three Hundred Sixty Five Thousand and No/100Dollars (US $5,365,000.00) as "Improvement Security" as required by Government Code Sections 66499 et seq. and Regulations of the City of Moreno Valley, for Project No. PA06-0021 (PM 34577).

All or any portion of the funds available pursuant to this irrevocable letter of credit will be paid upon the written demand of the City of Moreno Valley. The written demand need not present documentation of any type as a condition of payment, including proof of loss, but will be available by your draft at sight drawn on us and accompanied by your signed certification stating either that:

1. "I-215 Logistics, LLC A Delaware Limited Liability Company has not complied with the performance requirements as set forth in the agreements entered into with the City of Moreno Valley."

Together we'll go far

OR

2. "I-215 Logistics, LLC A Delaware Limited Liability Company has not maintained the offsite improvements as set forth in the agreements entered into with the City of Moreno Valley for the one year guarantee and warranty period provided, however, that the maximum amount which may be drawn under this subparagraph 2. shall be limited to 10% of the letter of credit.

This irrevocable letter of credit expires at the institution's counter on September 05, 2013; however, it is a condition of this letter of credit that it shall be deemed automatically extended without amendment for successive one year periods from the present and all future expiration dates thereof unless 60 days prior to any such date the institution shall notify the City in writing that the institution elects not to consider this letter of credit renewed for any such additional period.

Upon our sending you such notice of the non-extension of the expiration date of this Letter of Credit, you may also draw under this Letter of Credit, on or before the Final Expiration Date specified in such notice, by presentation of the following documents to us at our above address:

1. A draft drawn on us at sight marked "Drawn under Wells Fargo Bank, N.A. Standby Letter of Credit No. IS0014770U."

2. The original of this Standby Letter of Credit and any amendments thereto.

3. Your signed and dated statement worded as follows (with the instructions in brackets therein complied with):

The undersigned, an authorized representative of the beneficiary of Wells Fargo Bank, N. A. Letter of Credit No. IS0014770U, hereby certifies that it has received notification from Wells Fargo Bank, N.A. that this letter of credit will not be extended past its current expiration date. The undersigned further certifies that (i) as of the date of this statement, it has not received a letter of credit or other instrument acceptable to it as a replacement; and (ii) I-215 Logistics, LLC a Delaware Limited Liability Co. has not been released from its obligations."
I.L.O.C (FP) NO. IS0014770U

Together we'll go far

When the work is completed to the satisfaction of the City, the City Engineer of the City of Moreno Valley will accept the work and thereupon the amount of the obligation of this security will be reduced by 90% with the remaining 10% will be held as security for a one year guarantee period and warranty period provided for in the agreements.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This Letter of Credit is Irrevocable.

Wells Fargo Bank, N.A.
(TYPE/PRINT - INSTITUTION)

By: Sharon Peace-Smoot

Sharon Peace-Smoot, AVP
(TYPE/PRINT – NAME & TITLE)

By: Angie Mendenhall

Angie Mendenhall, Operations Officer
(TYPE/PRINT – NAME & TITLE)

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF Forsyth; TO WIT:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 7th DAY OF September, 2012 BY NAME AND TITLE Sharon Peace-Smoot, AVP + Angie Mendenhall, Operations Officer.

(NOTARY PUBLIC)

OFFICIAL SEAL
Notary Public, North Carolina
COUNTY OF STOKES
LINDA A. HAMPTON
My Commission Expires 11-30-16

MY COMMISSION EXPIRES: 11-30-2016

Together we'll go far

Wells Fargo Bank, N.A.
U.S. Trade Services
Standby Letters of Credit
MAC A0195-212
One Front Street, 21st Floor
San Francisco, California 94111
Phone: 1(800)798-2815 Option 1
E-Mail: sftrade@wellsfargo.com

IRREVOCABLE LETTER OF CREDIT AS FAITHFUL PERFORMANCE BOND

Irrevocable Letter of Credit No.IS0014767U

Project No. PA06-0021 (PM 34577)

Dated: SEPTEMBER 07, 2012

Public R/W
Improvements US $2,682,500.00

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

Re: Irrevocable Letter of Credit Delivered as Security for Labor and Materials Pursuant to Government Code Sections 66499 et seq. and Regulations of the City of Moreno Valley

Gentlemen:

Wells Fargo Bank, N.A., a financial institution subject to regulation by the State of California and the United States Government, establishes and delivers to the City of Moreno Valley this irrevocable letter of credit in your favor for the account of I-215 Logistics, LLC A Delaware Limited Liability Company located at 3501 Jamboree Rd., Suite 230 Newport Beach, CA 92660 up to an aggregate sum of Two Million Six Hundred Eighty Two Thousand Five Hundred and No/100Dollars (US $2,682,500.00) as "ISecurity for Labor and Materials" as required by Government Code Sections 66499 et seq. and Regulations of the City of Moreno Valley, for Project No. PA06-0021 (PM 34577).

All or any portion of the funds available pursuant to this irrevocable letter of credit will be paid upon the written demand of the City of Moreno Valley. The written demand need not present documentation of any type as a condition of payment, including proof of loss, but will be available by your draft at sight drawn on us and accompanied by your signed certification stating either that:

1. "I-215 Logistics, LLC A Delaware Limited Liability Company has not complied with the labor and material payment requirements as set forth in the agreements entered into with the City of Moreno Valley."

Together we'll go far

This irrevocable letter of credit expires at the institution's counter on September 05, 2013; however, it is a condition of this letter of credit that it shall be deemed automatically extended without amendment for successive one year periods from the present and all future expiration dates thereof unless 60 days prior to any such date the institution shall notify the City in writing that the institution elects not to consider this letter of credit renewed for any such additional period.

Upon our sending you such notice of the non-extension of the expiration date of this Letter of Credit, you may also draw under this Letter of Credit, on or before the Final Expiration Date specified in such notice, by presentation of the following documents to us at our above address:

1. A draft drawn on us at sight marked "Drawn under Wells Fargo Bank, N.A. Standby Letter of Credit No. IS0014767U."

2. The original of this Standby Letter of Credit and any amendments thereto.

3. Your signed and dated statement worded as follows (with the instructions in brackets therein complied with):

The undersigned, an authorized representative of the beneficiary of Wells Fargo Bank, N. A. Letter of Credit No. IS0014767U, hereby certifies that it has received notification from Wells Fargo Bank, N.A. that this letter of credit will not be extended past its current expiration date. The undersigned further certifies that (i) as of the date of this statement, it has not received a letter of credit or other instrument acceptable to it as a replacement; and (ii) I-215 Logistics, LLC a Delaware Limited Liability Co. has not been released from its obligations."

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney fees incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This Letter of Credit is Irrevocable.

Together we'll go far

Wells Fargo Bank, N.A.
(TYPE/PRINT - INSTITUTION)

By: Sharon Peace-Smoot

Sharon Peace-Smoot, AVP
(TYPE/PRINT – NAME & TITLE)

By: Angie Mendenhall

Angie Mendenhall, Operations officer
(TYPE/PRINT – NAME & TITLE)

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF Forsyth ; TO WIT:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 7th DAY OF September, 2012 BY NAME AND TITLE Sharon Peace Smoot, AVP + Angie Mendenhall, Operations officer

(NOTARY PUBLIC)

OFFICIAL SEAL
Notary Public, North Carolina
COUNTY OF STOKES
LINDA A. HAMPTON
My Commission Expires 11-30-16

MY COMMISSION EXPIRES: 11-30-2016

Together we'll go far

EXHIBIT "C"

DOCUMENTATION TO BE PROVIDED TO CITY BY DEVELOPER FOR DETERMINATION OF CONSTRUCTION COSTS

To assist City in determining the Construction Costs for a completed TUMF Improvement, Developer shall provide the following documents to City:

1. Plans, specifications and Developer's civil engineer's cost estimate;
2. List of bidders from whom bids were requested;
3. Construction schedules and progress reports;
4. Contracts, insurance certificates and change orders with each contractor or vendor;
5. Invoices received from all vendors;
6. Canceled checks for payments made to contractors and vendors (copy both front and back of canceled checks);
7. Spreadsheet showing total costs incurred in and related to the construction of each TUMF Improvement and the check number for each item of cost and invoice;
8. Final lien releases from each contractor and vendor; and
9. Such further documentation as may be reasonably required by City to evidence the completion of construction and the payment of each item of cost and invoice.

EXHIBIT "D"
REIMBURSEMENT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

NUMBER T13-001

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into this _____ day of _____, 20___, by and between the City of Moreno Valley, a California municipal corporation ("City"), and and I-215 Logistics, LLC a Delaware limited liability company, with its principal place of business at 3501 Jamboree Road, Suite 230, Newport Beach, CA 92660 ("Developer"). City and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, City and Developer are parties to an agreement dated _____, 20___, entitled "Improvement and Credit Agreement - Transportation Uniform Mitigation Fee Program" (hereinafter "Credit Agreement");

WHEREAS, Sections 14.1 through 14.4 of the Credit Agreement provide that Developer is obligated to pay City the TUMF Obligation, as defined therein, but shall receive credit to offset the TUMF Obligation if Developer constructs and City accepts the TUMF Improvements in accordance with the Credit Agreement;

WHEREAS, Section 14.5 of the Credit Agreement provides that if the dollar amount of the credit to which Developer is entitled under the Credit Agreement exceeds the dollar amount of the TUMF Obligation, Developer may apply to City and WRCOG for a reimbursement agreement for the amount by which the credit exceeds the TUMF Obligation;

WHEREAS, Section 14.5 additionally provides that a reimbursement agreement executed pursuant to the Credit Agreement (i) shall be executed on the form attached to the Credit Agreement, (ii) shall contain the terms and conditions set forth therein, (iii) shall be subject to all terms and conditions of the Credit Agreement, and (iv) shall be attached upon execution to the Credit Agreement and incorporated therein as a material part of the Credit Agreement as though fully set forth therein; and

WHEREAS, City and WRCOG have consented to execute a reimbursement agreement with Developer pursuant to the Credit Agreement, City Resolution No. 2010-01 in accordance with City Ordinance No. 807 and City Ordinance No. 835 and City Municipal Code Section 3.44, and the TUMF Administrative Plan adopted by WRCOG.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Effectiveness. This Agreement shall not be effective unless and until the Credit Agreement is effective and in full force in accordance with its terms.

3.0 Definitions. Terms not otherwise expressly defined in this Agreement, shall have the meaning and intent set forth in the Credit Agreement.

4.0 Amount of Reimbursement. Subject to the terms, conditions, and limitations set forth in this Agreement, the Parties hereby agree that Developer is entitled to receive the dollar amount by which the Actual Credit exceeds the dollar amount of the TUMF Obligation as determined pursuant to the Credit Agreement, City Resolution No. 2010-01 in accordance with City Ordinance No. 807 and City Ordinance No. 835 and City Municipal Code Section 3.44, and the TUMF Administrative Plan adopted by WRCOG ("Reimbursement"). The Reimbursement shall be subject to verification by WRCOG. City and Developer shall provide any and all documentation reasonably necessary for WRCOG to verify the amount of the Reimbursement. The Reimbursement shall be in an amount not exceeding _____ ($_____) ("Reimbursement Amount"). WRCOG shall pay the Reimbursement Amount to City and the City shall be responsible for transmitting the Reimbursement Agreement to the Developer. In no event shall the dollar amount of the Reimbursement exceed the difference between the dollar amount of all credit applied to offset the TUMF Obligation pursuant to Section 14.4, 14.5, and 14.6 of the Credit Agreement, and one hundred (100%) of the approved unit awarded, as such assumptions are indentified and determined in the Nexus Study and the TUMF Administrative Plan adopted by WRCOG.

5.0 Payment of Reimbursement; Funding Contingency. The payment of the Reimbursement Agreement shall be subject to the following conditions:

5.1 Developer shall have no right to receive payment of the Reimbursement unless and until (i) the TUMF Improvements are completed and accepted by City in accordance with the Credit Agreement, (ii) the TUMF Improvements are scheduled for funding pursuant to the five-year Transportation Improvement Program adopted annually by WRCOG, (iii) WRCOG has funds available and appropriated for payment of the Reimbursement amount.

5.2 Developer shall not be entitled to any interest or other cost adjustment for any delay between the time when the dollar amount of the Reimbursement is determined and the time when payment of the Reimbursement is made to Developer by WRCOG through City.

6.0 Affirmation of Credit Agreement. City and Developer represent and warrant to each other that there have been no written or oral modifications or amendments of the Credit

Agreement, except by this Agreement. City and Developer ratify and reaffirm each and every one of their respective rights and obligations arising under the Credit Agreement. City and Developer represent and warrant that the Credit Agreement is currently an effective, valid, and binding obligation.

7.0 Incorporation Into Credit Agreement. Upon execution of this Agreement, an executed original of this Agreement shall be attached as Exhibit "D" to the Credit Agreement and shall be incorporated therein as a material part of the Credit Agreement as though fully set forth therein.

8.0 Terms of Credit Agreement Controlling. Each Party hereby affirms that all provisions of the Credit Agreement are in full force and effect and shall govern the actions of the Parties under this Agreement as though fully set forth herein and made specifically applicable hereto, including without limitation, the following sections of the Credit Agreement: Sections 10.0 through 10.3, Section 12.0, Sections 13.0 through 13.7, Sections 14.0 through 14.7, and Sections 15.0 through 15.17.

[SIGNATURES OF PARTIES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DEVELOPER:
I-215 Logistics, LLC,
a Delaware limited liability company

By: See Attached Signature page
Signature

Print/Type Name

Title

By: _____
Signature

Print/Type Name

Title

CITY OF MORENO VALLEY:

By: _____

Its: _____

ATTEST:
By: _____

Its: _____

APPROVED AS TO FORM
CITY ATTORNEY

Date: _____

By: _____
City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

I-215 Logistics, LLC
a Delaware limited liability company

By: **LION-TCC DEVELOPMENT II, LLC**
a Delaware limited liability Company, its single member

By: **TC Industrial Associates, Inc.**
a Delaware corporation, its managing member

By: _____
David Nazaryk,
Vice President

Item No. A.11

ACKNOWLEDGMENT

State of California
County of Orange)

On April 2, 2013 before me, R. Flandez, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

R. FLANDEZ
Commission # 1916162
Notary Public - California
Orange County
My Comm. Expires Jan 6, 2015

MV00196323

EXHIBIT "E"

TUMF CREDIT / REIMBURSEMENT ELIGIBILITY PROCESS

1. Prior to the construction of any TUMF Improvement, Developer shall follow the steps listed below:
    a. Prepare a separate bid package for the TUMF Improvements.
    b. The plans, cost estimate, specifications and contract document shall require all contractors to pay prevailing wages and to comply with applicable provisions of the Labor Code, Government Code, and Public Contract Code relating to Public Works Projects.
    c. Bids shall be obtained and processed in accordance with the formal public works bidding requirements of the City/County.
    d. The contract(s) for the construction of TUMF Improvements shall be awarded to the lowest responsible bidder(s) for the construction of such facilities in accordance with the City's/County's requirements and guidelines.
    e. Contractor(s) shall be required to provide proof of insurance coverage throughout the duration of the construction.
2. Prior to the determination and application of any Credit pursuant to a TUMF Improvement and Credit Agreement executed between City/County and Developer ("Agreement"), Developer shall provide the City/County and WRCOG with the following:
    a. Copies of all information listed under Item 1 above.
    b. Surety Bond, Letter of Credit, or other form of security permitted under the Agreement and acceptable to the City/County and WRCOG, guaranteeing the construction of all applicable TUMF Improvements.
3. Prior to the City's/County's acceptance of any completed TUMF Improvement, and in order to initiate the construction cost verification process, the Developer shall comply with the requirements as set forth in Sections 7, 14.3 and 14.4 of the Agreement, and the following conditions shall also be satisfied:
    a. Developer shall have completed the construction of all TUMF Improvements in accordance with the approved Plans and Specifications.
    b. Developer shall have satisfied the City's/County's inspection punch list.
    c. After final inspection and approval of the completed TUMF Improvements, the City/County shall have provided the Developer a final inspection release letter.
    d. City/County shall have filed a Notice of Completion with respect to the TUMF Improvements pursuant to Section 3093 of the Civil Code with the County Recorder's Office, and provided a copy of filed Notice of Completion to WRCOG.
    e. Developer shall have provided City/County a copy of the As-Built plans for the TUMF Improvements.
    f. Developer shall have provided City/County copies of all permits or agreements that may have been required by various resource/regulatory agencies for construction, operation and maintenance of any TUMF Improvements.
    g. Developer shall have submitted a documentation package to the City/County to determine the final cost of the TUMF Improvements, which shall include at a minimum, the following documents related to the TUMF Improvements:
        i. Plans, specifications, and Developer's Civil Engineer's cost estimates; or Engineer's Report showing the cost estimates.
        ii. Contracts/agreements, insurance certificates and change orders with each vendor or contractor.
        iii. Invoices from all vendors and service providers.
        iv. Copies of cancelled checks, front and back, for payments made to contractors, vendors and service providers.
        v. Final lien releases from each contractor and vendor (unconditional waiver and release).

vi. Certified contract workers payroll for City/County verification of compliance with prevailing wages.
vii. A total cost summary, in spreadsheet format (MS Excel is preferred) and on disk, showing a breakdown of the total costs incurred. The summary should include for each item claimed the check number, cost, invoice numbers, and name of payee. See attached sample for details.

EXHIBIT "F"

RECONCILIATION EXAMPLES

All examples are based on a single family residential development project of 200 dwelling units:
200 SF dwelling units @ $6,650 / dwelling unit = $1,330,000 in fees (TUMF Obligation)

Example A: "TUMF BALANCE"

CREDIT	
TUMF Obligation:	$1,330,000
Estimated Cost: Bid ($1,500,000) or unit Cost Assumption ($1,600,000) whichever is less	$1,500,000
Potential Reimbursement:	($170,000)
RECONCILIATION	
TUMF Obligation:	$1,330,000
Actual Credit:	$1,200,000
TUMF Balance (Payment to TUMF):	**$130,000**

Example B: "REIMBURSEMENT"

CREDIT	
TUMF Obligation:	$1,330,000
Estimated Cost: Bid ($1,500,000) or unit Cost Assumption ($1,600,000) whichever is less	$1,500,000
Potential Reimbursement:	($170,000)
RECONCILIATION	
TUMF Obligation:	$1,330,000
Actual Credit:	$1,500,000
Reimbursement Agreement with Developer (Based on Priority Ranking):	**($170,000)**

Example C: "TUMF OVERPAYMENT"

CREDIT	
TUMF Obligation:	$1,330,000
Estimated Cost: Bid ($1,200,000) or unit Cost Assumption ($1,500,000) whichever is less	$1,200,000
Remaining TUMF Obligation:	$130,000
Prorated Fee: $130,000 / 200 du =	$650 / du
RECONCILIATION	
Actual Credit:	$1,300,000
TUMF payments from Developer ($650 per unit x 200 units)	$130,000
Actual Credit plus TUMF Payment	$1,430,000
TUMF Obligation:	$1,330,000
Actual Credit plus TUMF Payment	$1,430,000
TUMF Overpayment (Refund to Developer):	**($100,000)**

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MV00196327

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Abdul Ahmad, Fire Chief

AGENDA DATE: April 23, 2012

TITLE: APPROVE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF RIVERSIDE OFFICE OF EMERGENCY MANAGEMENT REGARDING URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDING FOR FEDERAL FISCAL YEAR 2010

RECOMMENDED ACTION

Recommendations:

1. Adopt Resolution No. 2013-24 of the City of Moreno Valley, California, approving the Memorandum of Understanding with the City of Riverside Office of Emergency Management regarding the Urban Area Security Initiative (UASI) grant funding for Federal Fiscal Year 2010.

2. Authorize the allocation of $5,000 for expenditures related to the Fiscal Year 10 UASI grant not to exceed the amount of grant award.

3. Authorize the City Manager or his designee to execute the Certificate of Non-Supplanting.

4. Authorize the City Manager or his designee to execute the Riverside Urban Area Security Initiative Certification Regarding Debarment, Suspension, and other Responsibility Matters.

5. Authorize the City Manager or his designee to execute the California Emergency Management Agency FY2010 Grant Assurances.

6. Accept the grant award from the City of Riverside Office of Emergency Management regarding the Urban Area Security Initiative (UASI) grant funding for

Federal Fiscal Year 2010.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

Since 2004, the United States Department of Homeland Security (DHS), through the State of California Emergency Management Agency (Cal EMA) acting as the State Administrative Agency, has designated areas as being eligible for Urban Area Security Initiative (UASI) grant funds. The City of Moreno Valley is a participating agency within the Riverside UASI and is eligible for reimbursement associated with conferences and training.

DISCUSSION

The City of Riverside is designated as the Single Point of Contact (SPC) for the grant application and financial management of the FY 10 UASI grant. The SPC responsibilities include serving as the application lead; financial and reporting management; and coordination of grant requirements with DHS.

On November 15, 2012 a letter was received by the Office of Emergency Management (OEM) Program Manager authorizing reimbursement to the City of Moreno Valley for OEM staff to attend various conferences and training utilizing FY 10 UASI grant funding. The conferences attended by OEM staff associated with this grant include:

- The California Emergency Services Association (CESA) Conference and Training held September 30, 2012 through October 4, 2012
- The International Association of Emergency Managers Conference and Training held October 26, 2012 through November 1, 2012
- The 2013 State Community Emergency Response Team (CERT) conference held March 1, 2013 through March 3, 2013

The total amount of registration, airfare, mileage, hotel, and per diem associated with these three conferences is $4,952.99.

In order to receive reimbursement from the FY 10 UASI grant through the Riverside UASI for these conferences the City of Moreno Valley is required to file the following paperwork with the City or Riverside Office of Emergency Management:

- Memorandum of Understanding
- Grant Assurances
- Certificate of Non-Supplanting
- Certification Regarding Debarment
- A copy of the City of Moreno Valley Travel Policy

ALTERNATIVES

1. Approve and authorize the recommended action as presented in this staff report. *This alternative allows for the cost recovery of expenses associated with training and travel that was approved by the Riverside UASI.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will result in the costs associated with the training and travel approved by the Riverside UASI to be borne by the City's General Fund.*

FISCAL IMPACT

The FY 10 UASI grant provides for 100% reimbursement of registration and travel costs associated with specific training opportunities for Office of Emergency Management staff as outlined by the Riverside UASI. The Fire Department is requesting $5,000 to be allocated to 2503-40-47-74110-620510 for expenditures related to the Fiscal Year 10 UASI grant. All expenditures are offset with corresponding grant reimbursement and therefore there is no net impact to the City's General Fund. Expenditures will not exceed the amount of the grant award.

Proposed Budget Appropriation Adjustment for Fiscal Year 2012/2013:

Cat.	Fund	Account Number	Account Type	FY 12/13 Budget	Proposed Adjustment	Revised Budget
G/L	EMPG – Emergency Mgmt Grant	2503-40-47-74110-487000	Revenue	$0	$5,000	$5,000
G/L	EMPG – Emergency Mgmt Grant	2503-40-47-74110-620510	Expense	$0	$5,000	$5,000

CITY COUNCIL GOALS

Revenue Diversification and Preservation - Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

ATTACHMENTS

Attachment 1 Resolution Approving the Memorandum of Understanding with the City of Riverside Office of Emergency Management Regarding the

	Urban Area Security Initiative (UASI) Grant Funding for Federal Fiscal Year 2010
Attachment 2	Riverside Urban Area Security Initiative Certification Regarding Debarment, Suspension, and other Responsibility Matters
Attachment 3	Certificate of Non-Supplanting
Attachment 4	California Emergency Management Agency FY2010 Grant Assurances
Attachment 5	City of Moreno Valley Travel and Related Business Expense Policy

Prepared By:
Cynthia Owens
Management Assistant

Department Head Approval:
Abdul Ahmad
Fire Chief

Concurred By:
Randy Metz
Fire Marshal

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF RIVERSIDE OFFICE OF EMERGENCY MANAGEMENT REGARDING URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDING FOR FEDERAL FISCAL YEAR 2010

WHEREAS, the United States Department of Homeland Security, through the State of California Emergency Management Agency, has allocated Federal Fiscal Year 2010 Urban Area Security Initiative (UASI) grant funding to the Riverside UASI which is administered by the City of Riverside Office of Emergency Management; and

WHEREAS, the City is familiar with the terms, conditions, and limitations of any such grant; and

WHEREAS, the City received a letter dated November 15, 2012 authorizing reimbursement for staff from the City's Office of Emergency Management to attend various conferences and training from the Riverside UASI for which the City of Riverside Office of Emergency Management is the lead agency of the Fiscal Year 2010 UASI grant funding; and

WHEREAS, in order to receive this funding, the Mayor must sign the Memorandum of Understanding with the City of Riverside Office of Emergency Management regarding Urban Area Security initiative (UASI) grant funding for Federal Fiscal Year 2010.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

That the City of Moreno Valley will enter into a Memorandum of Understanding with the City of Riverside Office of Emergency Management regarding the Urban Area Security Initiative (UASI) grant funding for Federal Fiscal Year 2010 attached hereto as Exhibit A and incorporated herein by this reference.

APPROVED AND ADOPTED this 23rd day of April, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-24 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 23rd day of April, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00196335

MEMORANDUM OF UNDERSTANDING
CITY OF RIVERSIDE OFFICE OF EMERGENCY MANAGEMENT
AND THE_____
REGARDING URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDING
FOR FEDERAL FISCAL YEAR 2010

THIS MEMORANDUM OF UNDERSTANDING (MOU) is effective _____, 20___, between THE CITY OF RIVERSIDE OFFICE OF EMERGENCY MANAGEMENT and the _____ ("Participating Agency") under the following terms and conditions:

1. The Participating Agency agrees to comply with the Grant Assurances for Urban Area Security Initiative (**Attachment A**).

2. The Participating Agency agrees to comply with United States Department of Homeland Security – Homeland Security Grant Program guidance, processes and requirements.

3. The Participating Agency agrees that all equipment, supplies and training funded through the UASI program is for the mutual benefit of the Riverside UASI Region and not for the exclusive benefit of the Participating Agency.

4. The Participating Agency agrees that all equipment, supplies and technical expertise developed through training funded by the UASI program is to be made available for emergency use through established mutual aid systems, established mutual aid agreements or made reasonably available through a valid request by a member jurisdiction or organization of the Riverside UASI.

5. The Participating Agency agrees to provide prior to being funded the most recent copy of their; 1. NIMSCAST Report and 2. Single Audit Report.

6. The Participating Agency agrees to submit a Monthly Project Progress Report (**Attachment B**) by the 15th day of each month in accordance with the UASI grant program guidelines.

7. The participating agency agrees to designate a Project Manager and Grant Manager for each project awarded and provide the contact information of those individuals to the City of Riverside Office of Emergency Management / UASI. Upon any changes to the original designation the agency will provide written notification and updated contact information.

8. The Participating Agency agrees to maintain all documentation supporting all expenditures reimbursed from grant funds, and ensure all expenditures are allowable under grant requirements. Recipients that expend $300,000 or more of federal funds during their respective fiscal year agree to submit an organization wide financial and compliance audit report. The audit shall be performed in accordance with the U. S. General Accounting Office Government Auditing Standards and OMB Circular A-133 (Federal Grantor Agency: U. S. Department of Homeland Security; Pass-Through Agency: Office of Homeland Security; Program Title: Public Assistance Grants; Federal CFDA Number: 97.008). The records shall be maintained and retained in accordance with UASI grant requirements and shall be available for audit and inspection by the City and designated grant agent personnel.

9. The Participating Agency agrees that all its expenditures shall be in accordance with the approved project expenditures and allowable costs as submitted to the City and approved by the California Emergency Management Agency (Cal EMA) and the U.S. Department of Homeland Security Grants Program Directorate.

10. The Participating Agency agrees to defend, indemnify, and hold harmless the City, its agents, officers, and employees, from and against all liability arising out of the Participating Agency's acts or omissions under this MOU.

11. The City agrees to defend, indemnify, and hold harmless the Participating Agency, its agents, officers, and employees, from and against all liability arising out of the City's acts or omissions under this MOU.

12. The Participating Agency agrees to provide the Certificate of Non-Supplanting (**Attachment C**).

13. The Participating Agency agrees to provide the Certification regarding Debarment, Suspension and Other responsibility matters (**Attachment D**).

14. The Subgrantee Performance Period for the FY 2010 UASI funding cycle is from October 21, 2010 to April 30, 2013.

IN WITNESS WHEREOF, this Memorandum of Understanding is entered into by the City of Riverside Office of Emergency Management and the _____, by and through their authorized representatives.

CITY OF RIVERSIDE

By: _____

Title: _____

Attest:

By: _____
Colleen J. Nicol

Title: _____
City Clerk

Approved as to form:
By: _____
James E. Brown

Title: _____
Supervising Deputy City Attorney

PARTICIPATING AGENCY

By: _____

Title: _____

Attest:

By: _____

Title: _____

Governing Body Resolution
(For Operational Areas and Urban Area's)

BE IT RESOLVED BY THE _____
(Governing Body)

OF THE _____ *THAT*
(Name of Applicant)

_____, *OR*
(Name or Title of Authorized Agent)

_____, *OR*
(Name or Title of Authorized Agent)

_____,
(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of California.

Passed and approved this _____ day of _____, 20_____

Certification

I, _____, duly appointed and
(Name)
_____ of the _____
(Title) (Governing Body)
do hereby certify that the above is a true and correct copy of a resolution passed and approved by the _____ of the _____ on the
(Governing body) (Name of Applicant)
_____ day of _____, 20_____.

_____
(Official Position)

_____
(Signature)

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MV00196341

Certificate of Non-Supplanting

My signature below affirms that grant funds from the Urban Area Security Initiative Grant will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose.

Designated Agent:

_____
Printed Name

_____
Signature

_____
Title

_____
Agency

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MV00196343

RIVERSIDE URBAN AREA SECURITY INITIATIVE
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Government-wide Debarment and Suspension (Non-procurement). The certification shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction or cooperative agreement.

If it is later determined that an applicant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The applicant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the applicant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in covered transactions, as defined in the applicable CFR

1. The applicant certifies that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency (Note: The terms "covered transaction," "debarred," "suspended," "ineligible," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.);

   b. Have not within a three-year period preceding this application been conflicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and

   d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

2. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach as explanation to this application.

Authorized Agent Signature	Business Name
Name Printed or Typed	Street Address
Date	City, State, Zip Code

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MV00196345

California Emergency Management Agency

FY2010 Grant Assurances

(All HSGP Applicants)

Name of Applicant: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Will assure that grant funds will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.

2. Has the legal authority to apply for Federal assistance and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, California Emergency Management Agency (Cal EMA).

3. Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between grant programs (for example: State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System) or fiscal years.

4. Will comply with any cost sharing commitments included in the FY2010 Investment Justifications submitted to DHS/FEMA/Cal EMA, where applicable.

5. Will give the Federal government, the General Accounting Office, the Comptroller General of the United States, the State of California, the Office of Inspector General, through any authorized representative, access to, and the right to examine, all paper or electronic records, books, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards and/or awarding agency directives.

6. Agrees that funds utilized to establish or enhance State and Local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines, follow the Federal and State approved privacy policies, and achieve (at a minimum) baseline level of capability as defined by the Fusion Capability Planning Tool.

7. Will provide progress reports, and other such information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP) within 45 (forty-five) days of the award, and update via the Grant Reporting Tool (GRT) twice each year.

8. Will initiate and complete the work within the applicable time frame after receipt of approval from Cal EMA.

9. Will maintain procedures to minimize the time elapsing between the award of funds and the disbursement of funds.

10. Will comply with all provisions of DHS/FEMA's codified regulation 44, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including the payment of interest earned on advances.

11. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other ties.

12. Understands and agrees that Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from DHS/FEMA/Cal EMA.

13. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

14. Will notify Cal EMA of any developments that have a significant impact on award-supported activities, including changes to key program staff.

15. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of structures.

16. Will comply with all Federal and State Statues relating to Civil Rights and Nondiscrimination. These include, but are not limited to:
    a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin.
    b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of gender.
    c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps.
    d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age.
    e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
    f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

g. §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing.
i. Title 44 Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.
j. The requirements on any other nondiscrimination provisions in the specific statute(s) under which the application for Federal assistance is being made.
k. Will, in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds or race, color, religion, national origin, gender, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
l. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
m. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.

17. Will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of Federal participation in purchases. Will also comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.

18. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is ten thousand dollars ($10,000) or more.

19. Will comply with all applicable Federal, State, and Local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and Local EHP requirements and obtain applicable permits may jeopardize Federal funding. Will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require reevaluation of compliance with these EHP requirements.

20. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of DHS/FEMA/Cal EMA, including, but not limited to, ground disturbance, construction, modification to any structure, physical security enhancements, communications towers, and purchase and/or use of any sonar equipment. The subgrantee must comply with all conditions placed on the project as a result of the EHP review. Any construction-related activities initiated without the necessary EHP review and approval will result in a noncompliance finding, and may not be eligible for reimbursement with DHS/FEMA/Cal EMA funding. Any change to the scope of work will require re-evaluation of compliance with the EHP. If ground-disturbing activities occur during the project implementation, the subgrantee must ensure monitoring of the disturbance. If any potential archeological resources are

discovered, the subgrantee will immediately cease activity in that area and notify DHS/FEMA/Cal EMA and the appropriate State Historic Preservation Office.

21. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not on the Environmental Protection Agency's (EPAs) List of Violating Facilities, and will notify Cal EMA and the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating if a facility to be used in the project is under consideration for listing by the EPA.

22. Will provide any information requested by DHS/FEMA/Cal EMA to ensure compliance with applicable laws, including the following:
    a. Institution of environmental quality control measures under the National Environmental Policy Act, National Historical Preservation Act, Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (EO12898) and Environmental Quality (EO11514).
    b. Notification of violating facilities pursuant to EO 11738.
    c. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.).
    d. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.).
    e. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
    f. California Environmental Quality Act (CEQA). California Public Resources Code Sections 21080-21098. California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.
    g. Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et.seq.) related to protecting components or potential components of the national wild and scenic rivers system.
    h. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

23. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447, and 2448.

24. Agrees that all publications created or published with funding under this grant shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."* The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*

25. Acknowledges that DHS/FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: a) the copyright in any work developed under an award or sub-award; and b) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support.

26. The recipient agrees to consult with DHS/FEMA/Cal EMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

27. Has requested through the State of California, Federal financial assistance to be used to perform eligible work approved in the submitted application for Federal assistance and after the receipt of Federal financial assistance, through the State of California, agrees to the following:
    a. Promptly return to the State of California all the funds received which exceed the approved, actual expenditures as accepted by the Federal or State government.
    b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
    c. Separately account for interest earned on grant funds, and will return all interest earned, in excess of $100 per Federal Fiscal Year.

28. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

29. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

30. Will comply, if applicable, with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

31. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

32. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

33. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for Federally-assisted construction sub-agreements.

34. Agrees that:
    a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
    b. If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a Member

of Congress in connection with the Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all sub recipients shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

35. Agrees that equipment acquired or obtained with grant funds:

a. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.

b. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.

36. Agrees that funds awarded under this grant will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.

37. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A102 and A-133, E.O. 12372 and the current Administrative Requirements, Cost Principles, and Audit Requirements.

38. Will comply with all provisions of 2 CFR, including: Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110); Part 225 Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87); Part 220 Cost Principles for Educational Institutions (OMB Circular A-21); Part 230 Cost Principles for Non-Profit Organizations (OMB Circular A-122).

39. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.

40. Agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

41. Will comply with Federal Acquisition Regulations (FAR), part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.

42. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide.

43. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2010 Homeland Security Grant Program Guidance and Application Kit, and the California Supplement to the FY 2010 Homeland Security Grant Program Guidance and Application Kit. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY2010 Homeland Security Grant Program application. Further, use of FY10 funds is limited to those investments included in the California FY10 Investment Justifications submitted to DHS/FEMA/Cal EMA and evaluated through the peer review process.

44. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension".

45. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions,
    a. The applicant certifies that it and its principals:
        i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
        ii. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
        iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
    b. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

46. Agrees to comply with the Drug-Free Workplace Act of 1988, and certifies that it will or will continue to provide a drug-free workplace by:
    a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
    b. Establishing an on-going drug-free awareness program to inform employees about:
        i. The dangers of drug abuse in the workplace;
        ii. The grantee's policy of maintaining a drug-free workplace;
        iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).

d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
   i. Abide by the terms of the statement; and
   ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

   Department of Justice, Office of Justice Programs
   ATTN: Control Desk
   633 Indiana Avenue, N.W.
   Washington, D.C. 20531

   Notice shall include the identification number(s) of each affected grant.

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted.
   i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

47. Will comply with all applicable requirements of all other Federal and State laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.

48. Understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Signature of Authorized Agent:_____

Printed Name of Authorized Agent:_____

Title:_____ Date:_____

TRAVEL AND RELATED BUSINESS EXPENSES

PURPOSE: This policy establishes the basic guidelines for travel on City business. It defines the City's expectations of its employees who are required to travel in connection with their work responsibilities, and clarifies which expenses will be advanced or reimbursed to the employee by the City, and which expenses are considered the personal responsibility of the employee. Business travel is defined as authorized attendance at conferences and seminars, or authorized travel for any other purpose in connection with official City responsibilities. Business travel includes one-day trips and trips requiring one or more overnight stays.

As a general rule, this policy is not intended to cover business meetings of less than one day involving travel of less than 150 miles round trip, even though employees may be reimbursed for their cost of meals and travel. In such cases department head discretion is required and departments may decide that such travel fits within the scope of this policy. As an example, a day trip to Los Angeles to attend a business meeting will likely involve meals and transportation expense reimbursement. However, such travel may involve less than $100 of expenditures and are generally not considered as part of the scope of this policy.

POLICY:

I. General Standards

A. Mandatory Use of the Travel Authorization & Expense Reporting Form ("Travel Form")

1. The Travel Form is a mandatory document for all employees, whether or not one expects to receive a travel advance or reimbursement for business related travel expenses. It serves as an estimate of the total cost of attending conferences, meetings and seminars, and provides documentation of cash advances, vendor payments and credit card purchases. Equally important, it serves as documented authorization to travel on City business and helps identify when the employee is traveling on behalf of the City in case of an accident or other incident.

B. Mandatory Use of the Travel Expense Log

1. The Travel Expense Log is a specially designed record and envelope to assist the employee in accounting for daily travel expenses and consolidating business travel receipts.

2. Employees are to notate each travel expense item requiring a receipt and check the appropriate box for its inclusion in the packet. Receipts are required for reimbursement of out-of pocket expenses and certain advanced expenses such as ground transportation.

3. The Travel Expense Log is submitted to Finance along with the completed Travel Expense Report within 15 workdays after completion of travel.

C. Policy Emphasizes Economy and Practicality with Reasonable Subsistence and Accommodations while on City Business

1. This policy provides for reasonable subsistence, modes of travel, and lodging and accommodations while on City business. The intent is to allow employees to eat in moderately priced restaurants, stay in moderately priced hotels, and travel comfortably. Employees are responsible for using good judgment in making reservations, and travel decisions should emphasize economy and efficiency at all times. For example:

a. When using air travel, employees should always book flights in coach as opposed to first class.

b. Although the Internet offers plenty of specials and low-priced flights, flexibility is often sacrificed and sales are often final. Employees should consider this when

booking their flights and can be held personally accountable if a flight is booked incorrectly, costing the City money. To provide more flexibility, designated travel agencies should be used.

c. When choosing a hotel for a conference, it is preferable to stay at the hotel where the conference is being held even though it may be slightly more expensive than others in the area.

2. It is permissible to combine personal travel with business travel, such as departing for a business conference a few days early to utilize personal vacation time. But only strictly business-related expenses will be advanced or reimbursed and personal travel shall not result in higher business travel costs or they must be reimbursed to the City.

D. Policy is Not Intended to be All Inclusive

1. This policy is not intended to address every issue, exception or contingency that may arise in the course of City travel or attendance at meetings.

2. Accordingly, the basic standard that should always prevail is to use good judgment and economy in the use and stewardship of City funds.

II. Travel Authorization & Expense Reporting Form ("Travel Form")

A. Travel Authorization

1. Travel Authorization approval by a department head is required whenever:

a. Total estimated cost will exceed $200; or

b. Overnight accommodations will be required.

2. Division Manager authorization can be substituted for department head authorization for employee travel that is estimated at $200 or less and does not involve overnight accommodations.

3. Travel Restrictions

a. Out-of-state travel authorizations require City Manager approval (or his designee).

b. Department Head travel authorizations require City Manager approval (or his designee)

4. Determining Methods of Payment for Travel Expenses

a. The City will pay for legitimate and reasonable travel-related business expenses, including transportation, lodging, registration fees, meals, and any other related expenses if they are for official business and fit within these guidelines.

b. There are four methods of payment for travel-related expenses: (1) direct payment to vendors by check, (2) payment by City CAL-Card or credit card, (3) reimbursement to the employee for out-of-pocket expenses, and (4) cash advances, which include per diem.

c. Direct payments to vendors are made by the City to an organization to pay for specific costs related to the trip. These are usually registration fees, lodging and airfare.

d. City CAL-Card or credit card may be used to prepay travel expenses, including registration fees, lodging and airfare, or may be used to cover expenses as they arise on the trip. CAL-Cards and credit cards may not be used to advance per diem.

e. The employee will be reimbursed for actual, reasonable and allowable out-of-pocket expenses related to travel on City business. The employee must account for out-of-pocket expenses with receipts and utilizing the Travel Expense Log.

f. Cash advances, including per diem, are lump sum payments made to the employee prior to one's travel based on reasonable estimated expenses. Ground transportation is often difficult to estimate, but may be advanced to the employee using reasonable estimates based on the itinerary. Upon the employee's return, and with the exception of per diem expenses, the employee must account for advanced expenses with receipts and utilizing the Travel Expense Log. Advances exceeding substantiated expenses must be returned to the City. If authorized expenses (excluding meals and incidentals covered by per diem) exceed the amount advanced, the City will reimburse the employee for the difference.

Note: Receipts are not needed to justify meals and incidental expenses covered by per diem.

g. To obtain direct vendor payments or to receive a cash advance, the employee must do the following prior to his trip:

1) Complete the appropriate sections of the Travel Form. The form is available on the City's Intranet under "Forms".

2) Attach documentation for all payments requested. This would include copies of registration forms, announcements, itineraries, and copies of seminar brochures that provide detail of costs.

3) Attach completed and signed Direct Pay forms for all travel-related payment requests.

a) Include the appropriate authorization signatures.

b) Retain a copy of the completed form to reconcile and account for actual expenses upon return from trip.

c) Submit the Travel Form and any Direct Pay forms to the Accounts Payable Unit of the Finance Department.

5. Per Diem (Meals and Incidentals)

a. Meals and incidentals, as defined by IRS guidelines, include all meals and miscellaneous hotel services, such as tips to waiters and porters. Per Diem will be paid at the current rates established by IRS guidelines determined by the maximum federal per diem rate table. All IRS tax rules will apply.

NOTE: Per Diem rates for California cities and out-of-state destinations are identifiable through a hyperlink on the Travel Form on the City's Intranet.

b. By IRS regulations, per diem is defined as travel subsistence extending beyond one day and there is no requirement to provide receipts. However, for one day or partial days of travel, meals expense receipts ARE required and the standard one day, non-per diem meal allowance will be $50 allocated as follows:

Breakfast – $10.00

Lunch – $15.00

Dinner – $25.00

If an employee is advanced money for one-day or partial day meals and the total amount of all receipts is less than the amount advanced, the difference must be reimbursed to the City.

Conversely, if the employee exceeds the total one-day or partial day standard non-per diem meal allowance and is requesting reimbursement, receipts MUST be provided and reimbursement shall be at the discretion of the Finance Director based on the circumstances.

c. As a general rule, employees are expected to base their requests for daily meals and incidentals according to the federal per diem rates.

d. As an alternative, an employee can elect not to receive per diem and request reimbursement of actual, reasonable and allowable subsistence expenses that are substantiated with receipts. This alternative must be approved in advance and receipts must accompany the request for reimbursement. However, a combination of per diem and reimbursement of meals and incidental business expenses is prohibited.

e. Partial per diem for travel of more than one day may be advanced depending on the employee's departure time and return time. The request for partial or full per diem will be based on the employee's itinerary and will be granted based on a "fair and reasonable" request. Partial days per diem will be prorated as follows:

- Travel of less than 12 hours in a day will be prorated to one-half day of per diem.
- Travel of 12 hours or more in a day will count as a full day for per diem.

For example, assuming a daily per diem of $50, if an employee leaves on Monday at 6:00 A.M. to San Francisco for a business conference and returns to work at 1:00 P.M. on Tuesday, the per diem advance would be $100.

f. A CAL-Card or City credit card may be used on a business trip as a substitute for petty cash to cover business related expenses other than meals and incidentals.

g. Employees will be reimbursed up to $5.00 per day for personal phone calls while on overnight travel on city business. Employees with City-assigned cell phones should use these phones whenever possible and keep such calls to a limited duration.

6. Other Expenses

   a. Alcoholic Beverages – Expense reimbursement for alcoholic beverages will not be allowed. The City Council or City Manager may approve exceptions to this policy on a case-by-case basis for special receptions or other unique circumstances.

   b. Spouses and Guests – Spouses and guests are welcome to accompany employees on City travel and at conferences, seminars and meetings. However, any additional costs associated with the participation of a spouse or guests are the responsibility of the employee.

7. Method of Travel

   a. When planning the transportation portion of the trip, the employee must consider all aspects of cost to the City, such as daily expenses, overtime, lost work time, and actual transportation costs. In general, common carrier (bus, train or plane) is preferred mode of transportation.

   b. The City will only pay or reimburse employees for the cost of coach class flights.

   c. Employees shall be responsible for canceling any airline or hotel reservations they will not use. Any charge for an unused reservation shall be considered the employee's personal expense, unless failure to cancel the reservation was due to circumstances beyond the employee's control.

   d. Whenever practical, City owned vehicles should be used for travel unless the employee receives a mileage allowance.

   e. If a City vehicle is not available, or if there is another reason why the employee should drive his/her personal automobile, the City shall reimburse the employee with either the cost of the most appropriate means of transportation, or the actual mileage involved in the travel, whichever is the lesser of the two.

   f. The reimbursed mileage rate for use of a private vehicle for City travel will be at the current Standard Federal Mileage Rate set by the IRS.

   g. Mileage reimbursement for a private vehicle being used for City travel must consider the employee's normal commute to work and whether the employee receives a monthly vehicle allowance. If the employee does not receive a vehicle allowance, the employee is entitled to reimbursement for all business miles driven, with the following exceptions:

      1) If travel begins and ends at work, the entire business mileage will be reimbursed.

      2) If travel begins at work and ends at home (or vice versa), and if the total business mileage driven is less than the total mileage that would have been driven if travel began and ended at work, the total mileage can be claimed. (Example: John Doe lives in Banning and is attending a morning conference in Los Angeles. The trip from Banning to Los Angeles is 75 miles, but is only 60 miles from Moreno Valley to Los Angeles. Since his normal commute would bring him to Moreno Valley

and 15 miles closer, in this case John would be reimbursed 120 miles, the round-trip distance from City Hall).

3) If travel begins at home and ends at home, and if the total business mileage driven is less than the total mileage that would have been driven if travel began and ended at work, the total mileage can be claimed. (Example: Jane Doe lives in Banning and is attending a conference in Palm Springs. The round-trip mileage from her house is 60 miles, but would have been 90 miles had she started at and returned to Moreno Valley City Hall. In this case Jane would be reimbursed for the 60 mile round trip).

4) Under no circumstances shall reimbursement be given to the total business mileage claimed that exceeds the total mileage had the travel begun and ended at work.

h. If an employee already receives a monthly vehicle allowance, a total of 50 miles must be deducted for each one-way travel to or from the authorized City business travel destination. The mileage exceeding a 50-mile radius is subject to reimbursement, however, the first 50 miles each way is considered applicable to the employee's vehicle allowance. The above four rules shall also apply.

i. In order to drive a privately owned vehicle on City business, the employee must:

1) Possess a valid California driver's license.

2) Carry liability insurance, as required by the State of California

3) Realize that any damage to the employee's personal vehicle and/or service or repair occurring on the trip will be the employee's responsibility, as insurance costs are factored in the IRS per mile cost reimbursement.

j. If local ground transportation is needed during the trip, the use of public transit such as airport shuttles, buses, streetcars, and subways is appropriate.

k. Ground transportation must be efficient and cost effective. Use of taxis, hotel courtesy buses and local shuttles are allowed when other public transit or common carriers are not reasonably available.

l. Requests for advances of ground transportation costs (including tips) should be substantiated whenever possible. If the cost cannot be substantiated, advances will be based on a fair and reasonable estimate of expenses.

m. Ground transportation receipts are required. However, in cases where a receipt is not available, the employee must notate this on the Travel Expense Log. Employee requests for out-of-pocket reimbursement of ground transportation costs without receipts are subject to review and approval by the Finance Director.

n. The use of a rental car is authorized in cases where it is economical or more feasible relative to using ground transportation.

o. If a car rental is required, the employee may use a City CAL-Card or credit card or request reimbursement for out-of-pocket costs including fuel, upon return from

business travel. Receipts are required. The optional car rental agency-provided insurance is not a reimbursable cost. Since employees are normally insured by their own automobile insurance carrier for use of a rental vehicle, employees may opt for this coverage at their own expense.

p. The City will reimburse all reasonable business travel expenses, including bridge tolls and parking fees incurred as a result of an employee's authorized use of a private vehicle or City vehicle while traveling on City business. Receipts are required, and if a receipt is not available, the employee shall notate this on the Travel Expense Log.

q. Without receipts, any employee request for out-of-pocket reimbursement of costs incurred as a result of an employee's authorized use of a private vehicle or City vehicle while traveling on City business is subject to review and approval by the Finance Director.

8. Compensation for Travel Time (Non-Exempt Employees)

a. When travel time exceeds the normal workday or workweek, the City's rules for overtime apply to those employees eligible for overtime.

b. In determining overtime compensation, normal commute time should be deducted from total travel time.

c. Normal unpaid meal periods are not considered work time while traveling.

d. Overtime eligibility applies equally to drivers and passengers, and should be granted whether travel occurs during normal workdays or on weekends or evenings.

9. Lodging

a. Lodging is allowed for attendance at conferences, seminars or meetings that are in excess of 50 miles or one hour of travel time, one-way, from the employee's home. A Department Head may approve exceptions to the 50-mile/one hour minimum if he/she considers the request to be reasonable and practical, especially considering the destination, the difficulty of the commute, and the starting time of the conference.

b. Reasonable lodging expenses will be paid at actual cost including taxes and parking, for as many nights as necessary.

c. The lodging accommodations should be economical and practical. In general, the employee should select the most reasonably priced accommodations available, but consistent with the purpose and goals of the trip.

d. When choosing a hotel for a conference, it is preferable to stay at the hotel where the conference is being held even though it may be slightly more expensive than others in the area.

e. Other non-business related room charges, including movies or refreshments are not reimbursable.

f. When making lodging reservations, be sure to ask if a "government rate" is available. Some cities exempt travelers on government business from their local transient occupancy tax (TOT). This can be as much as a 12-15% savings on lodging costs depending on the TOT rate. Check with the hotel for this exemption and form.

g. Since there is seldom a difference in the room rate for double occupancy, it is permissible for an employee to share a room with a spouse or guest at no additional cost to the City. However, if double occupancy of a room by a non-City employee results in an increased room rate, the difference shall be the employee's personal expense. Furthermore, incurring a non-business related expense using advanced City funds, or a City Cal-Card or credit card is prohibited.

10. Incidental Expenses

a. Incidental expenses include but are not limited to tips for persons who provide services, such as waiters, maids, porters, and baggage handlers.

b. Incidental expenses incurred while on an overnight business trip are covered by per diem. To receive reimbursement on incidental expenses incurred on a day business trip, receipts should be submitted whenever possible. If the employee is unable to obtain a receipt, the costs should be documented on the Travel Expense Log and on the Travel Form as a reimbursement request.

c. Business-related expenses such as telegrams and telephone calls, copying and faxing, computer accessories, tapes and other training materials purchased at a conference are reimbursable with receipts, and become property of the City. Whenever possible, employees should anticipate the need for supplies and should take whatever they need with them instead of purchasing these supplies at their destination, where the cost may be significantly more than what the City would normally pay.

d. Tips are generally an allowable and reimbursable cost of business travel, but they must be reasonable.

1) For business trips not involving per diem, they should never exceed 15%-20% of the cost of the meal.

2) For ground transportation, they should not exceed 15% - 20% of the fare.

11. Non-Reimbursable Expenses

a. Personal entertainment costs are not reimbursable. These include headphones or alcoholic beverages purchased on airplanes, video rentals and refreshment bars in hotel rooms, spas and gyms, laundry or dry cleaning and other items of a personal nature.

B. Travel Expense Report

1. When returning from a trip, a final accounting of all expenses related to the trip must be approved by the Department Head (or applicable Division Manager) and submitted to the Finance Department within fifteen working days. A travel expense report is required in all cases – there are no exceptions. This is mandatory whether or not the advance received is equal to the expenses incurred, whether the employee is eligible for additional reimbursement, or whether money is owed to the City.

2. The final accounting of the travel is made by completing the Travel Expense Report, Section Two of the Travel Form.

3. After completing the Travel Expense Report, the employee must place it in the Travel Expense Log envelope with all required receipts, sign the report attesting to its accuracy and submit it to your Department Head for review and approval. Remember, receipts are not required to justify meals and incidental expenses covered by per diem.

4. If the employee owes the City for the unused balance of a cash advance (other than per diem), he should pay the amount due to the Finance Department cashier and attach the receipt to his Travel Expense Report. The amount returned to the City must be applied as a credit to the expense account originally used for the cash advance.

5. Department Heads (or applicable Division Managers) approving Travel Expense Reports are responsible for ensuring that:

   a. All expenses are reasonable, necessary and consistent with these guidelines.

   b. Any required receipts are attached and enclosed in the Travel Expense Log.

   c. The final disposition is correct (balance due employee, or balance due City).

   d. Any amounts due to the City are fully reimbursed.

   e. Final accounting of all expenses related to the trip is submitted to the Finance Department within fifteen workdays following the employee's completed travel.

6. If the City owes the employee money, the employee may request reimbursement by forwarding the Travel Expense Report to the Finance Department along with a Request for Direct Pay. If the amount requested is $100 or less, a Petty Cash Request may be submitted for reimbursement. Requests for reimbursement by direct pay will be processed on the next available Accounts Payable check run, if submitted by the normal Accounts Payable deadline, but no later than ten workdays following receipt. Requests for reimbursement by petty cash will be reimbursed per the Petty Cash Policy.

7. If the employee owes the City money, he should pay the Finance Department cashier and forward the Travel Expense Report with the cash register receipt attached evidencing payment of the amount due.

Summary of Travel and Related Business Expense Policy

A. TRAVEL AUTHORIZATION REMINDERS (Part I of Travel Form)

Employee	• Consult with Department Head or applicable Division Manager on the need for travel. • Carefully plan the itinerary, including basic transportation, ground transportation, lodging, and meals and incidentals. • Complete the Travel Authorization (Section One of "Travel Form"); attach a copy of the announcement for the conference, meeting or seminar; attach a Request for Direct Pay for employee cash advance (if needed), and attach a Request for Direct Pay for each direct vendor payment request. All requests for vendor payments must include copies of the conference brochure or similar information. • It is the employee's responsibility to make and attach all necessary copies. Travel request packages submitted to the Finance Department without appropriate copies and documentation will be returned to the requesting department for follow-up and resubmittal. Checks will not be released before all authorized and required paperwork is received.
Department Head or if applicable, Division Manager	• Review Travel Authorization Form for compliance with City travel policy, employee's professional development needs, and department's overall training needs and priorities. • Verify that adequate funding exists in the appropriate travel budget to cover all costs. • If travel is out-of state, obtain City Manager's approval. • Approve the Travel Authorization Form, provide a copy to the employee and submit to the Finance Department for payment processing.
Finance Department	• Review the Travel Authorization Form for compliance with City Travel policy. • Make cash advance and vendor payments. • File Travel Authorization Form with copies of Direct Pays and all related Direct Pay forms for hotels, conference registration, etc., in employee file for subsequent matching and review of employee's Expense Reporting, which is due within fifteen workdays of his/her return from the business trip.

B. TRAVEL EXPENSE REPORTING REMINDERS (Part II of Travel Form)

Employee	• Complete the Travel Expense Report (Section Two of "Travel Form"), which is the mandatory accounting for all expenses incurred on the business trip. • Attach the Travel Expense Log and include all applicable business expense receipts. • Notate all business expenses on the log, by date, and check the appropriate box to indicate if the receipt is enclosed. • Sign the Expense Report, attesting to its accuracy. • Submit the completed package to the appropriate department authority in time to meet the requirement that the employee's Travel Expense Reporting be submitted within fifteen workdays after completion of travel. • Make payment to the City of Moreno Valley and submit to the Finance Department for any amount of the cash advance balance due and attach the receipt as proof of payment.
Department Head or if applicable, Division Manager	• Review the Travel Expense Report and Travel Expense Log for compliance with City travel guidelines. • Verify the accuracy of balances and review all expenses incurred for propriety and in relation to original goals of the business trip. • Approve the Travel Expense Report, make a copy for department records, and submit to the Finance Department. • Ensure that a Request for Direct Pay is attached if funds are due to the employee.
Finance Department	• Review the Travel Expense Report and Travel Expense Log for compliance with the City's Travel Policy. • File the Travel Expense Report and Travel Expense Log in the employee's vendor file and process any Request for Direct Pay if funds are due to the employee.

Any questions regarding the Travel and Related Business Expense Policy can be directed to the Finance Department, Accounts Payable Supervisor at (909) 413-3087.

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MV00196365

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: April 23, 2013

TITLE: APPROVE THE CITY OF MORENO VALLEY'S FIVE-YEAR MEASURE A LOCAL STREETS AND ROADS CAPITAL IMPROVEMENT PLAN (CIP) AND MAINTENANCE OF EFFORT (MOE) CERTIFICATION STATEMENT FOR THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC) MEASURE A LOCAL FUNDS PROGRAM, FISCAL YEAR (FY) 2014-2018

RECOMMENDED ACTION

Recommendations:

1. Approve the City of Moreno Valley's Five-Year Measure A Local Streets and Roads CIP and MOE for the RCTC Measure A Local Funds Program, FY 2014-2018.

2. Authorize submittal of the RCTC Measure A Local Streets and Roads CIP and MOE for the RCTC Measure A Local Funds Program, FY 2014-2018.

3. Authorize staff to submit an amended five-year plan to RCTC if changes are made by City Council to the listed Measure A projects as part of the upcoming FY 2013-2014 budget approval process

BACKGROUND

The Riverside County Transportation Commission Ordinance No. 02-001, as enacted pursuant to the provisions of Division 25 of the Public Utilities Code, specifies that local cities and counties must submit an annual Five-Year CIP to receive Measure A funds. RCTC requires local agencies to submit their FY 2014-2018 Five Year CIP for Measure A by May 13, 2013. The program is subject to amendment after review and approval by RCTC.

The City of Moreno Valley has received Measure A funds (local sales tax) for expenditures on local streets since November 1989.

On July 26, 2011, the City Council authorized issuance of the Certificates of Participation Series 2011B (COPS) in an amount up to $20 million, including issuance costs, with an anticipated annual debt service of $1,321,000. Upon consultation of Finance, Public Works and City Manager's Office, staff has reviewed the favorable market status and analyzed the ability to issue the maximum amount of debt authorized. COPS funds are estimated to be available in November 2013.

DISCUSSION

Measure A is a major funding source for transportation infrastructure improvements. The total amount of funding received from FY 1989/90 through FY 2011/12 is $61.5 million. The City is scheduled to receive $3,027,000 in Measure A revenue by FY 2012/13 year-end and $3,136,000 in funding for FY 2013/14. The City's Measure A Fund Balance also receives revenue from several supplementary sources:

- Interest income
- Federal-aid awards
- State grants
- County/Local grants
- Sale of plans and specs

The total revenue received from these supplementary funding sources since FY 1989/90 is in excess of $34 million. Because Measure A funds are used to provide required City matching funds for federal, state and county transportation grant awards, the reimbursements from these grants are currently deposited into the Measure A Fund Balance. The sale of plans and specs for projects going out to bid is designated as an additional source of income although this revenue recoups the cost incurred in the printing and publishing of the documents. The income received from these supplemental revenue sources, combined with the annual Measure A revenue from RCTC provides the funding to construct multi-million dollar projects.

RCTC requires all local jurisdictions to submit an annual five-year CIP for continued receipt of Measure A Local Streets and Roads funds. As required by RCTC, the attached tables include the actual FY 2012/13 Measure A budget approved by Council, as well any budget appropriation adjustments during the fiscal year. Additional tables include proposed projects for FY 2013/14 and planned projects for FY 2014/15 through FY 2017/18. The listed projects are consistent with the City's Capital Improvement Program. All identified projects meet the criteria for Measure A funding.

The projects are included in the Measure A Five-Year CIP to satisfy RCTC Ordinance No. 02-001. Although RCTC requires this information by May 13, 2013, the City Council may make any changes to the list of projects as part of the City's annual budget

approval process. City staff can forward the amended Measure A project list to RCTC once the City's budget is approved.

RCTC Ordinance No. 02-001 also requires the City to provide an executed MOE Certification Statement indicating that Measure A funds will not replace local discretionary funds used for the City's transportation issues, but will be in addition to the City's funds for transportation purposes. The MOE base year amount, approved by the RCTC at its July 2011 meeting, is $1,459,153. The MOE requirement is met by the Public Works Department General Fund operating budgets and by a contribution from the General Fund to the Gas Tax Fund.

ALTERNATIVES

1. Approve the City of Moreno Valley's Five-Year Measure A Local Streets and Roads CIP and MOE for the RCTC Measure A Local Funds Program, FY 2014-2018, authorize submittal of the RCTC Measure A Local Streets and Roads CIP and MOE for the RCTC Measure A Local Funds Program, FY 2014-2018, and authorize staff to submit an amended five-year plan to RCTC if changes are made by City Council to the listed Measure A projects as part of the upcoming FY 2013/14 budget approval process. *This alternative allows the City to continue receiving Measure A monies annually to fund significant roadway and other transportation related infrastructure improvements.*

2. Do not approve the City of Moreno Valley's Five-Year Measure A Local Streets and Roads CIP and MOE for the RCTC Measure A Local Funds Program FY 2014-2018. *This alternative eliminates Measure A funding for the City, significantly affecting the ability to deliver critical CIP projects.*

FISCAL IMPACT

The timely approval and submittal of the Five-Year CIP by May 13, 2013, ensures continued receipt of Measure A funds for FY 2013/14. City staff can forward an amended Measure A project list to RCTC once City Council approves the FY 13/14 City budget. Measure A funds can only be used for transportation related projects.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

The City of Moreno Valley is required to submit an annual Five-Year CIP for Measure A projects and a MOE certification for continued receipt of Measure A funds.

ATTACHMENTS

ATTACHMENT 1: FY 2013/14 MOE Certification Statement

ATTACHMENT 2: Riverside County Transportation Commission, Measure A Local Funds Program, Project Status Report FY 2012-2013 for the City of Moreno Valley

ATTACHMENT 3: Riverside County Transportation Commission, Measure A Local Funds Program, FY 2014-2018, for the City of Moreno Valley

Prepared By:
Linda Wilson
Senior Management Analyst

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Attachment 1

FY 2013/14 MAINTENANCE OF EFFORT CERTIFICATION STATEMENT

The undersigned agrees and certifies for the City of Moreno Valley (the "Agency") that sales tax transportation funds received pursuant to Ordinance No. 02-001 of the Riverside County Transportation Commission ("Measure A") shall be used in compliance with the Commission's Maintenance of Effort Guidelines and a base year amount of $1,459,153, approved by the Commission at its July 13, 2011 meeting, and that the Agency shall not use such funds to replace discretionary local funds previously expended by the Agency for local transportation purposes. The Agency hereby acknowledges that the failure of the Agency to continue such local expenditure shall result in a reduction or loss of Measure A funds. Additionally, the Agency commits to expending Measure A Local Streets and Roads funds for projects listed in the Five Year Capital Improvement Plan as approved by Riverside County Transportation Commission.

Dated: _____, 2013

_____
HENRY GARCIA, CITY MANAGER

ATTEST:

_____
CITY CLERK

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MV00196371

Riverside County Transportation Commision
Measure A Local Funds Program
Project Status Report FY 2012-2013

Agency: City of Moreno Valley
Page 1 of 2
Prepared by: Linda Wilson
Date: April 23, 2013

2012-2013						
Item No.	Project Name / Limits	Project Type	Total Cost ($000's)	Measure A Funds ($000's)	Estimated Completion	Status
1	Measure A Program Budget	Program Budget	449	449	NA	On-going program
2	Indirect Cost Rate	Overhead	242	242	NA	On-going
3	Alessandro Boulevard/ Elsworth Street Intersection Improvements	Street Improvements	845	85	Sep-16	Design in progress
4	Alessandro Boulevard Median/Indian Street to Perris Boulevard	Street Improvements	959	59	Apr-14	Design in progress
4	Alessandro Boulevard Pavement Modification	Street Improvements	72	72	Mar-14	Design in progress
5	Bike Lane Improvements	Street Improvements	84	84	Jun-14	On-going
6	Citywide Annual Pavement Resurfacing Program	Street Improvements	1,713	978	NA	On-going annual program
7	Citywide Traffic Sign Retro-reflectivity Inventory	Traffic Signal	70	70	Dec-13	Inventory on-going
8	Delphinium Avenjue Sidewalk Improvements	Street Improvements	463	46	Dec-14	New - design to begin in June 2013
9	Heacock St. Bridge/Perris Valley Storm Drain Lateral "A"	Bridge	1,495	158	Oct-12	Project Closeout completed
10	Heacock Street Sidewalk/Atwood Avenue to Myers Avenue	Street Improvements	81	81	Jun-12	Project Closeout completed
11	Heacock Street South Extension	Street Improvements	525	525	Jun-18	35% design; environmental
12	Indian Street/Alessandro Boulevard Sidewalk Improvements	Street Improvements	2	2	Feb-12	Project Closeout completed
13	Indian Street / Manzanita Avenue Intersection Reconfiguration	Street Improvements	101	101	Jan-14	Design in progress
14	Indian Street Bicycle Lanes / Iris Avenue to Katrina Street	Street Improvements	2	2	Jun-12	Project Closeout completed
15	Moreno Valley Bicycle Master Plan Update	Street Improvements	150	14	Jun-14	Inventory on-going
16	Nason Street/Cactus Avenue Street Improvements	Street Improvements	21,932	2,317	Oct-13	Construction on-going
17	Pavement Management Program	Street Improvements	85	85	NA	On-going annual program
18	Pavement Rehabilitation Program (formerly Slurry Seal Program)	Resurface	284	284	NA	On-going annual program
19	Perris Blvd SB Lane to SR-60 WB On-Ramp	Street Improvements	146	146	Aug-12	Project Closeout completed
20	Reche Vista Dr. Realignment/Perris Blvd./Heacock St. to North City Limits	Street Improvements	6	6	Jun-18	Research construction
21	Residential Traffic Management Program (Speed Hump Program)	Street Improvements	85	85	NA	On-going annual program

Riverside County Transportation Commision
Measure A Local Funds Program
Amended Project Status Report FY 2012-2013

Agency: City of Moreno Valley
Page 2 of 2
Prepared by: Linda Wilson
Date: April 23, 2013

2012-2013						
Item No.	**Project Name / Limits**	**Project Type**	**Total Cost ($000's)**	**Measure A Funds ($000's)**	**Estimated Completion**	**Status**
22	SR-60/Nason St. Interchange	Street Improvements	973	211	Jun-12	Project closeout and audit
23	Street Improvement Program (SIP)	Street & Storm Drain Imprv	2,120	891	NA	On-going annual program
24	Sunnymead Boulevard / SR-60 On-Ramp Intersection Improvements	Street Improvements	459	25	Jun-16	Design Jan 2014-June 2015
		Totals	**33,343**	**7,018**		

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
FY 2014 - 2018

Agency: City of Moreno Valley

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Prepared by: Linda wilson

Phone #: 951-413-3132

Date: *April 23, 2013*

Estimated Prior Year Measure A Balance:	9,661,000
Estimated FY 2013-2014 Measure A Allocation:	3,136,000
Estimated Measure A Available for FY 2013-2014 Projects:	12,797,000

Item No.	Project Name / Limits	Project Type	Total Cost ($000's)	Measure A Funds ($000's)
2013-2014				
1	Measure A Program Budget	Program Budget	449	449
2	City-Wide Sign/Striping	Operating Budget	200	200
3	Street Maintenance Vehicle/Equipment Program	Street Vehicles	710	710
4	Indirect Cost Rate	Overhead	251	251
5	Corporate Yard Loan Repayment	Loan for Nason/Cactus Street Improvements	2,500	2,500
6	MVU Substation Loan Repayment	Loan for Nason/Cactus Street Improvements	150	150
7	Alessandro Boulevard/Elsworth Street Intersection Improvements	Street Improvements	841	85
8	Alessandro Boulevard Median/Indian Street to Perris Boulevard	Street Improvements	846	209
9	Alessandro Boulevard Pavement Modifications	Street Improvements	70	70
10	Annual ADA Compliant Curb Ramps	Street Improvements	200	200
11	Bike Lane Improvements	Street Improvements	24	24
12	Bridge Repair Maintenance Program	Bridge	10	10
13	Citywide Annual Pavement Resurfacing Program	Street Improvements	5,177	1,093

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
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Item No.	Project Name / Limits	Project Type	Total Cost ($000's)	Measure A Funds ($000's)
2013-2014				
14	Citywide Traffic Sign Retro-reflectivity Inventory	Traffic Signal	69	69
15	Delphinium Avenue Sidewalk Improvements	Street Improvements	463	46
16	Heacock Street South Extension	Street Improvements	325	325
17	Indian Street/ Manzanita Avenue Intersection Reconfiguration	Street Improvements	124	124
18	Moreno Valley Bicycle Master Plan	Street Improvements	145	14
19	Nason Street/Cactus Avenue Street Improvements	Street Improvements	1,476	1,317
20	Pavement Management Program	Street Improvements	35	35
21	Pavement Rehabilitation and Slurry Seal Program	Resurface	293	293
22	Reche Vista Dr. Realignment/Perris Blvd./Heacock St. to North City Limits	Street Improvements	4	4
23	Residential Traffic Management Program (Speed Hump Program)	Street Improvements	56	56
24	SR-60/Nason St. Interchange	Street Improvements	3	1
25	Street Improvement Program (SIP)	Street & Storm Drain Improvements	1,800	721
26	Sunnymead Boulevard/SR-60 EB On-Ramp Intersection Improvements	Street Improvements	459	25
		TOTALS	**16,680**	**8,981**

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
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Prepared by: Linda wilson

Phone #: 951-413-3132

Date: *April 23, 2013*

Estimated Prior Year Measure A Balance:	3,816,000
Estimated FY 2014-2015 Measure A Allocation:	3,230,000
Estimated Measure A Available for FY 2014-2015 Projects:	7,046,000

Item No.	Project Name / Limits	Project Type	Total Cost ($000's)	Measure A Funds ($000's)
2014-2015				
27	Measure A Program Budget	Program Budget	449	449
28	City-Wide Sign/Striping	Operating Budget	200	200
29	Street Maintenance Vehicle/Equipment Program	Street Vehicles	200	200
30	Indirect Cost Rate	Overhead	258	258
31	Operating transfer to pay COPs debt service.	Debt Service	1,322	1,322
32	Library DIF Loan Repayment	Loan for Nason/Cactus Street Improvements	750	750
33	Annual ADA Compliant Curb Ramp	Street Improvement	200	200
34	Bridge Repair Maintenance Program	Maintenance Program	10	10
35	Citywide Annual Pavement Resurfacing	Street Improvement	1,100	1,100
36	Pavement Rehabilitation and Slurry Seal Program	Street Improvement	60	60
37	Residential Traffic Management Program	Speed Hump Program	50	50
38	Street Improvement Program	Street Improvement	200	200
		TOTALS	**4,799**	**4,799**

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
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Date: *April 23, 2013*

Estimated Prior Year Measure A Balance:	2,247,000
Estimated FY 2015-2016 Measure A Allocation:	3,327,000
Estimated Measure A Available for FY 2015-2016 Projects:	5,574,000

Item No.	Project Name / Limits	Project Type	Total Cost ($000's)	Measure A Funds ($000's)
2015-2016				
39	Measure A Program Budget	Program Budget	449	449
40	City-Wide Sign/Striping	Operating Budget	200	200
41	Street Maintenance Vehicle/Equipment Program	Street Vehicles	38	38
42	Indirect Cost Rate	Overhead	266	266
43	Operating transfer to pay COPs debt service.	Debt Service	1,322	1,322
44	Operating Transfer to pay 2005 Lease Revenue Bond Debt Service	Debt Service	1,117	1,117
45	Library DIF Loan Repayment	Loan for Nason/Cactus Street Improvements	750	750
46	Annual ADA Compliant Curb Ramp	Street Improvement	200	200
47	Bridge Repair Maintenance Program	Maintenance Program	10	10
48	Citywide Annual Pavement Resurfacing	Street Improvement	600	600
49	Pavement Rehabilitation and Slurry Seal Program	Street Improvement	60	60
50	Residential Traffic Management Program	Speed Hump Program	50	50
51	Street Improvement Program	Street Improvement	200	200
		TOTALS	**5,262**	**5,262**

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Date: *April 23, 2013*

Estimated Prior Year Measure A Balance:	312,000
Estimated FY 2016-2017 Measure A Allocation:	3,427,000
Estimated Measure A Available for FY 2016-2017 Projects:	3,739,000

Item No.	Project Name / Limits	Project Type	Total Cost ($000's)	Measure A Funds ($000's)
2016-2017				
52	Measure A Program Budget	Program Budget	400	400
53	City-Wide Sign/Striping	Operating Budget	150	150
54	Indirect Cost Rate	Overhead	0	0
55	Operating transfer to pay COPs debt service.	Debt Service	1,322	1,322
56	Operating Transfer to pay 2005 Lease Revenue Bond Debt Service	Debt Service	1,117	1,117
57	Library DIF Loan Repayment	Loan for Nason/Cactus Street Improvements	750	750
58	Annual ADA Compliant Curb Ramp	Street Improvement	0	0
59	Bridge Repair Maintenance Program	Maintenance Program	0	0
60	Citywide Annual Pavement Resurfacing	Street Improvement	0	0
61	Pavement Rehabilitation and Slurry Seal Program	Street Improvement	0	0
62	Residential Traffic Management Program	Speed Hump Program	0	0
63	Street Improvement Program	Street Improvement	0	0
		TOTALS	**3,739**	**3,739**

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
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Prepared by: Linda wilson

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Date: *April 23, 2013*

Estimated Prior Year Measure A Balance:	-
Estimated FY 2017-2018 Measure A Allocation:	3,530,000
Estimated Measure A Available for FY 2017-2018 Projects:	3,530,000

Item No.	Project Name / Limits	Project Type	Total Cost ($000's)	Measure A Funds ($000's)
2017-2018				
64	Measure A Program Budget	Program Budget	100	100
65	City-Wide Sign/Striping	Operating Budget	100	100
66	Indirect Cost Rate	Overhead	0	0
67	Operating transfer to pay COPs debt service.	Debt Service	1,322	1,322
68	Operating Transfer to pay 2005 Lease Revenue Bond Debt Service	Debt Service	1,117	1,117
69	Library DIF Loan Repayment	Loan for Nason/Cactus Street Improvements	750	750
70	Annual ADA Compliant Curb Ramp	Street Improvement	0	0
71	Bridge Repair Maintenance Program	Maintenance Program	0	0
72	Citywide Annual Pavement Resurfacing	Street Improvement	100	100
73	Pavement Rehabilitation and Slurry Seal Program	Street Improvement	41	41
74	Residential Traffic Management Program	Speed Hump Program	0	0
75	Street Improvement Program	Street Improvement	0	0
		TOTALS	**3,530**	**3,530**

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and the City Council Acting as the Successor Agency

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: April 23, 2013

TITLE: APPROVE AND EXECUTE AGREEMENT FOR CONVEYANCE OF PROPERTY FOR PARTIAL ACQUISITION OF APN'S 488-080-003 AND 488-080-012 FOR THE SR-60/MORENO BEACH INTERCHANGE IMPROVEMENTS PROJECT – PROJECT NO. 801 0038 70 77

RECOMMENDED ACTION

Recommendations:

1. Approve the Agreement for Conveyance of Real Property with LCTH Investment, LP, for partial acquisition of APN's 488-080-003 and 488-080-012 for the SR-60/Moreno Beach Interchange Improvements project.

2. Authorize the City Manager to execute the Agreement for Conveyance of Real Property and authorize the Public Works Director/City Engineer to approve any changes subject to the approval of the City Attorney.

3. Authorize the issuance of a Purchase Order for $222,317 ($212,317 for the acquisition purchase price plus $10,000 for escrow closing fees) when the Agreement has been signed by all parties.

BACKGROUND

The overall purpose of the SR-60/Moreno Beach Interchange Improvements Project is to provide operational improvements to facilitate movement at and near the SR-60/Moreno Beach Drive Interchange, alleviate existing traffic congestion, increase storage capacity and to address the existing roadway and bridge deficiencies at this

interchange. This project is needed to improve safety, bring the bridge features up to current standards, and provide acceptable levels of service along the facility.

The SR-60/Moreno Beach project is being designed and constructed in two phases. Phase 1 construction is currently improving the south side of the interchange, and Phase 2 will reconfigure the north side ramps, replace the bridge over SR-60, and install a portion of the master-planned Line K-1 drainage system along Ironwood Avenue.

From 2009 through present, the City has been progressing in the steps necessary for the acquisition of right-of-way needed for the interchange project. On December 4, 2012, City Council, in closed session, authorized staff to negotiate and settle for one final parcel (APN's 488-080-003 and 488-080-012; Caltrans Parcel 21448-1). The owner is LCTH Investments, LP.

DISCUSSION

The City is acquiring a fee take of 35,094 square feet on the south side of APN's 488-080-003 and 488-080-012, the property located north of the SR-60 freeway and immediately east of the Nason Basin.

An appraisal of the parcel was prepared on April 18, 2012. Overland, Pacific & Cutler, the City's acquisition consultants, presented the written offer to the property owner and an amicable settlement was reached.

The owner has agreed to a purchase price of $212,317. Escrow closing fees are estimated to not exceed $10,000. The acquisition of APN's 488-080-003 and 488-080-012 exceeds the $100,000 threshold of the City Manager's signature authority; therefore, it requires the Agreement for Conveyance of Property to be approved by the City Council.

The property owner has accepted the offer and both parties are completing negotiations on the Agreement terms. Therefore, staff is requesting that the Public Works Director/City Engineer authorize any changes that may be requested by either the City or the property owner, subject to the approval of the City Attorney. It is prudent to approve the agreement at this time prior to its finalization in order to secure the arrangement.

Since this parcel is the final offer to be accepted, the acquisition of this parcel will allow the City to move forward with the certification of right-of-way for the north side of the SR-60/Moreno Beach Interchange, and to seek funds for construction.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative allows the City to acquire the land needed for the construction of the SR-60/Moreno Beach Interchange Improvements project.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will result in delaying acquisition of the land required for the construction of the SR-60/Moreno Beach Interchange Improvements project.*

FISCAL IMPACT

Funding for the proposed acquisition is included in the Fiscal Year 2012/2013 Capital Improvement Plan budget and is funded by the Successor Agency Tax Allocation Bonds (Fund 4821). There is no impact to the General Fund.

AVAILABLE FUNDS – FY 2012/2013

Successor Agency 2007 Tax Allocation Bonds (Account 4821-70-77-80001) (Project No. 801 0038 70 77-4821).....	$ 5,087,000
Transportation Uniform Mitigation Fees (Account 3003-70-77-80001) (Project No. 801 0038 70 77-3003).....	$ 3,500,000
Total FY 2012/2013 Project Budget	$ 8,587,000

ESTIMATED COSTS – FY 2012/2013

Construction and Construction Support (Phase 1)	$ 8,262,000
Partial Acquisition of APN's 488-080-003 and 488-080-012	**$ 222,000**
Total Estimated Cost	$ 8,484,000

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

The partial acquisition of APN's 488-080-003 and 488-080-012, along with other properties needed for the project, will allow the City to move forward with Phase 2 of the SR-60/Moreno Beach Interchange Improvements Project. It is requested that the City Council approve the Agreement for Conveyance of Property and authorize the issuance of a Purchase Order for the acquisition purchase price plus the escrow closing fees.

ATTACHMENTS

Attachment 1: Location Map
Attachment 2: Agreement for Conveyance of Property

Prepared By:
Margery A. Lazarus
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Concurred By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

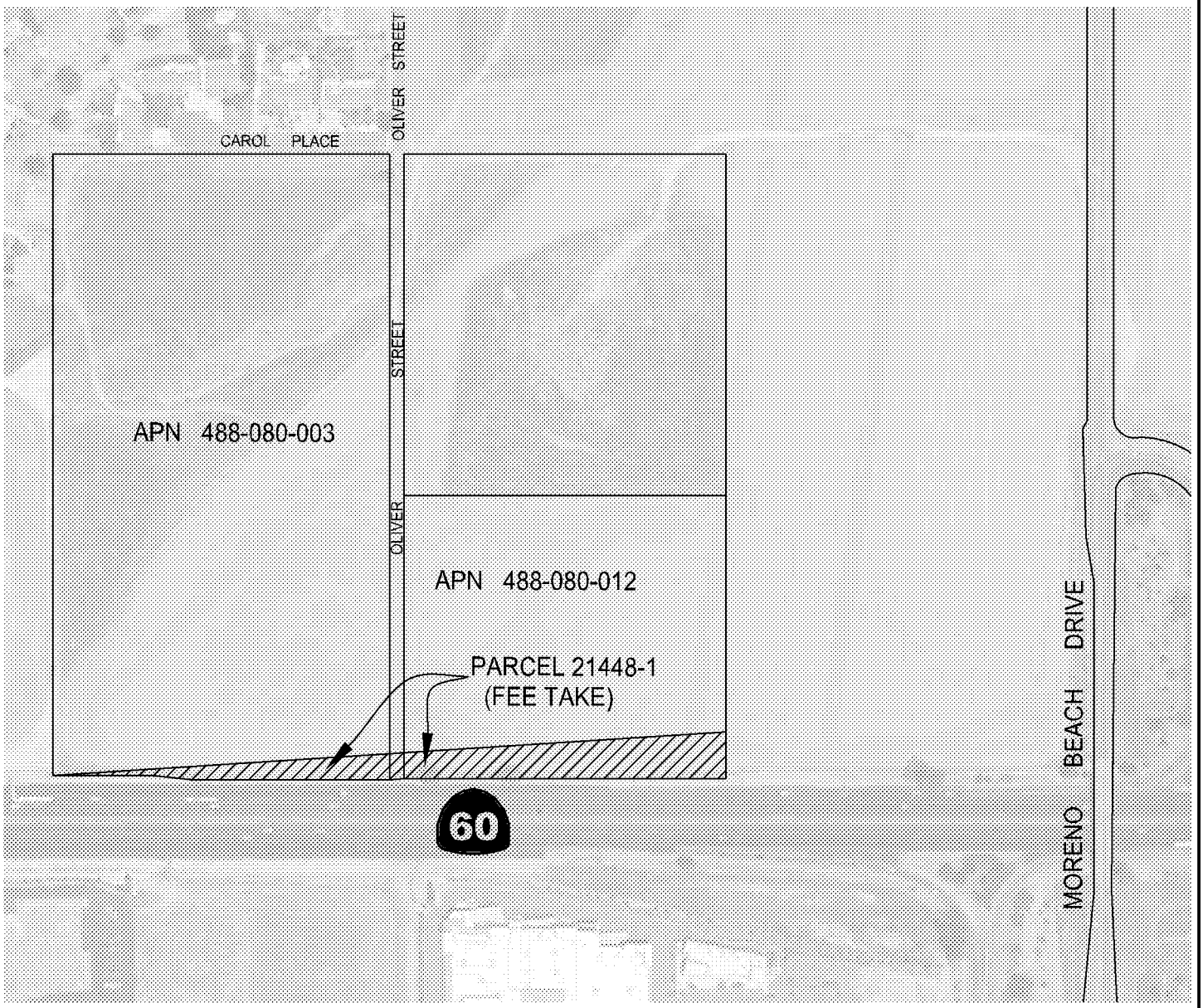

NORTH

NOT TO SCALE

LOCATION MAP

Public WorksDepartment
Capital Projects Division

Scale: None

ATTACHMENT 1

STATE ROUTE 60 & MORENO BEACH DRIVE
INTERCHANGE IMPROVEMENTS
PROJECT NUMBER 801 0038 70 77 4821

Date: 04 Apr 13 – 11:36 am
File: W:\CapProj\CapProj\PROJECTS\Marge – 07-41570024 Rte 60 Nason-Moreno Beach Bridge Intrchng\Location Map\Location Map.dwg
User: deepaks

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MV00196385

AGREEMENT
FOR CONVEYANCE OF PROPERTY

THIS AGREEMENT is entered into by and between, LCTH Investment, LP, a California Limited Partnership ("Grantor"), and the CITY OF MORENO VALLEY, a municipal corporation ("Grantee").

RECITALS

A. Grantor owns certain real property located on the north side of State Route 60 Freeway, east and west of unimproved Oliver Street, within the corporate limits of the City of Moreno Valley, California bearing Assessor Parcel No. 488-080-003, & 488-080-012 (the "Larger Parcel").

B. Grantee is proceeding with a capital improvement known as the State Route 60/Moreno Beach Drive Interchange Improvement Project. The purpose of the project is to alleviate congestion, enhance freeway access, and replace the existing bridge over State Route 60, ("Project"). Grantee desires to purchase a fee interest, of 35,094 square feet, in a portion of the Larger Parcel, and Grantor desires to sell and convey a fee interest, in a portion of the Larger Parcel, described in Exhibit "A", and depicted in exhibit "B" (the "Property") attached hereto.

C. The parties desire by this Agreement to provide the terms and conditions for the purchase and sale of the Property.

AGREEMENT

The parties therefore agree as follows:

1. PURCHASE

Grantee agrees to buy and Grantor agrees to sell and convey the Property for the purchase price and upon the terms and conditions hereinafter set forth. The Purchase Price, defined below, is acknowledged by both parties to be fair market value for the Property.

2. ESCROW

Upon execution of this Agreement by all parties, Grantee shall open an escrow (the "Escrow") with Lawyers Title Company (the "Escrow Holder") for the purpose of consummating the purchase and sale of the Property. The parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may be required to consummate this transaction. Any such instructions shall not conflict with, amend, or supersede any provision of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties agree in writing otherwise. The Escrow Instructions shall include the following terms and conditions of sale:

2.1 PURCHASE PRICE

The total purchase price for the Property shall be the lump sum of Two Hundred Twelve Thousand Three Hundred Seventeen Dollars **($212,317.00)** which shall be paid by Grantee to Grantor through Escrow Holder at Close of Escrow.

2.2 CLOSE OF ESCROW

Escrow shall close on or before forty-five (45) days following the execution of this Agreement (the "Close of Escrow"). If the Escrow is not in a condition to close by the Close of Escrow, any party who is not then in default may, in writing, demand the return of its/his/her money and/or documents. Thereupon, subject to the provisions in paragraph 3, all obligations and liabilities of the parties under this Agreement shall cease and terminate. If no such demand is made, Escrow shall be closed as soon as possible.

2.3 CONDITION OF TITLE TO THE PROPERTY

Grantor shall convey title to the Property to Grantee as evidenced by a CLTA Standard Form Policy or Binder of Title Insurance ("Title Policy") issued by a title insurance company to be selected by Grantee in an amount equal to the purchase price. As a condition of Grantee's obligation to close, the Title Policy shall show as exceptions with respect to the Property only matters approved in writing by Grantee. Any exceptions to title representing monetary liens or encumbrances caused by, through or under Grantor, are hereby disapproved by Grantee, and Escrow Holder is hereby authorized and instructed to cause the reconveyance, partial reconveyance, or subordination, as the case may be, of any such monetary exceptions to Grantee's title to the Property at or prior to the Close of Escrow.

2.4 ESCROW AND CLOSING COSTS

Grantee shall pay the cost of the Title Policy, all Escrow fees (including reconveyance fees, trustee's fees or forwarding fees for any partial reconveyance or subordination of a deed of trust or mortgage), and all recording costs incurred herein. All parties acknowledge that Grantee is exempt from payment of documentary transfer taxes.

2.5 INVESTIGATIONS

Prior to the Close of Escrow, Grantee may, at its option, conduct, at Grantee's expense, any and all investigations, inspections, surveys, and tests of the Property including, without limitation, soils, groundwater, wells, percolation, geology, environmental (but no invasive Phase II testing), drainage, engineering and utilities investigations, inspections, surveys, and tests, which determines, in its sole discretion, are required to determine the suitability of the Property for Grantee's intended use thereof. If Grantee determines that the Property is not suitable for its intended use, Grantee may disapprove this item and terminate this Agreement as provided at Section 2.2 above. Grantor hereby grants to Grantee, and Grantee's employees, representatives, agents and independent contractors, a license to enter the Property for purposes of conducting such investigations, inspections, surveys, and tests. Grantee shall repair any damage to the Property resulting from such investigations, inspections, surveys, and tests conducted by Grantee or Grantee's employees, representatives, agents or independent contractors. Grantee's approval of any of such investigations, inspections, surveys, or tests shall not alter or diminish Grantor's representations or warranties under this Agreement, and Grantor acknowledges and agrees that Grantee is relying upon Grantor's representations and warranties made herein, unless such representation or warranty is specifically waived in whole or in part by Grantor.

2.6 DEPOSIT OF FUNDS AND DOCUMENTS

(a) Prior to Close of Escrow, Grantee shall deposit into Escrow (i) all Escrow and Closing Costs as described above; (ii) the purchase price to be paid to Grantor through Escrow; and (iii) such other documentation as is necessary to close Escrow in conformance herewith.

(b) Prior to the Close of Escrow, Grantor shall deposit into Escrow (i) the properly executed Grant Deed conveying the Property, and (ii) such other documents and sums, if any, as are reasonably necessary to close Escrow in conformance herewith.

2.7 GRANTEE'S CONDITIONS PRECEDENT TO CLOSE OF ESCROW

The Close of Escrow is subject to the following conditions:

(a) All representations and warranties of Grantor set forth in this Agreement shall be true and correct as of the Close of Escrow; and

(b) Grantor shall timely perform all obligations required by the terms of this Agreement to be performed by them.

2.8 GRANTOR'S CONDITIONS PRECEDENT TO CLOSE OF ESCROW

For the benefit of Grantor, the Close of Escrow shall be conditioned upon the timely performance by Grantee of all obligations required of Grantee by the terms of this Agreement.

3. POSSESSION

Grantee requires the immediate use and possession of the Property for purposes of the Project. One of the purposes of this Agreement is to allow Grantee to acquire rights in the Property and proceed with construction of improvements on the Property in connection with the Project, without delay. With respect to the use and possession of the Property, Grantee and Seller therefore agree as follows:

(a) Seller hereby grants to Grantee, its contractors, agents and all others acting on behalf of Grantee, the irrevocable and immediate right to possession and use of the Property. Right of possession will be effective immediately upon Opening of Escrow.

(b) As consideration for this irrevocable and immediate grant of possession and use, concurrent with the Opening of Escrow, Grantee will deposit in Escrow the full amount of the Purchase Price. Grantee's right to possession of the Property shall be conditioned upon and shall commence as of the date upon which such sum is received by Escrow Holder.

(c) Upon taking possession, Grantee shall be solely responsible for the Property and shall defend, indemnify and hold Seller harmless from and against any and all claims arising out of or related to Grantee's possession and use of the Property. If Grantee does not complete the purchase of the Property and this Agreement is terminated as a result of the failure of a condition for Grantee's benefit, Grantee shall, at its sole cost and expense, fully restore the Property to the condition in which it existed immediately prior to Grantee taking possession.

4. REPRESENTATIONS AND WARRANTIES OF GRANTOR

Grantor makes the following representations and warranties, each of which shall survive the Close of Escrow:

(a) Grantor holds title to an indefeasible estate in fee simple in the Property. Grantor is the sole owner of the Property and has good, absolute and marketable title to the Property and has full power and authority to own and sell and convey the Property over, under and/or through the Property to Grantee and to enter into and perform his/her/its obligations pursuant to this Agreement;

(b) The execution and delivery of this Agreement by Grantor, Grantor's performance hereunder, and the consummation of this transaction will not constitute a violation of any order or decree or result in the breach of any contract or agreement to which Grantor is at present a party, or by which Grantor is bound;

(c) Grantor will not enter into any agreements or undertake any new obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Property without the prior written consent of Grantee; and

(d) To Grantor's knowledge, no litigation and no governmental, administrative or regulatory act or proceeding regarding the environmental, health and safety aspects of the Property is pending, proposed or threatened;

(e) Grantor has and shall have paid before Close of Escrow any and all current and past due taxes, assessments, penalties and interest levied and assessed against the Property. If not paid prior to Close of Escrow, Grantor hereby authorizes Escrow Holder to disburse to the taxing authority from funds otherwise due to Grantor an amount sufficient to discharge said taxes, assessments, penalties and interest.

5. ACKNOWLEDGMENT OF FULL BENEFITS AND RELEASE

(a) By execution of this Agreement, Grantor, on behalf of their respective heirs, executors, administrators, successors and assigns, hereby acknowledge that this Agreement provides full payment for the acquisition of the Property by Grantee, and Grantor hereby expressly and unconditionally waives any and all claims for damages, relocation assistance benefits, severance damages, interest, loss of goodwill, claims for inverse condemnation or unreasonable precondemnation conduct, or any other compensation or benefits, other than as already expressly provided for in this Agreement, it being understood that this is a complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever relating to or in connection with the acquisition of the Property.

(b) This Agreement arose out of Grantee's efforts to acquire the Property through its municipal authority. The parties agree that this Agreement is a settlement of claims in order to avoid litigation and shall not in any manner be construed as an admission of the fair market value of the Property or of the Property or of liability by any party to this Agreement. Grantor, on behalf of herself and her respective heirs, executors, administrators, successors and assigns, hereby fully release Grantee, its successors, agents, representatives, and assigns, and all other persons and associations, known or unknown, from all claims and causes of action by reason of any damage which has been sustained, or may be sustained, as a result of Grantee's

efforts to acquire the Property or to construct works of improvement thereon, or any preliminary steps thereto, except as set forth in Section 5 above. Grantor further releases and agrees to hold Grantee harmless from any and all claims by reason of any leasehold interest in the Property.

(c) Grantor hereby acknowledges that he has been advised by his attorney and is familiar with the provisions of California Civil Code section 1542, which provides as follows:

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

Grantor acknowledges that he may have sustained damage, loss, costs or expenses which are presently unknown and unsuspected, and such damage, loss, costs or expenses which may have been sustained, may give rise to additional damage, loss, costs or expenses in the future. Nevertheless, Grantor hereby acknowledges that this Agreement has been negotiated and agreed upon in light of that situation, and hereby expressly waive any and all rights which they may have under California Civil Code section 1542, or under any statute or common law or equitable principal of similar effect, except as set forth in Section 5 above.

This acknowledgment and release shall survive the Close of Escrow.

6. REMEDIES

If Grantor defaults under this Agreement, then Grantee may, at Grantee's option, terminate the Escrow or initiate an action for specific performance of this Agreement, or pursue any other rights or remedies that Grantee may have at law or in equity. If Grantee defaults under this Agreement, then Grantor may, at Grantor's option, terminate the Escrow or pursue any rights or remedies that Grantor may have at law or in equity.

7. MISCELLANEOUS

(a) Notice. Any notice to be given or other document or documents to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

Grantor:	LCTH Investment, LP 1000 Dove St. Suite, 100 Newport Beach, CA 92660 Attn: Nelson Chung
Grantee:	City of Moreno Valley 14177 Frederick Street P. O. Box 88005 Moreno Valley, CA 92552-0805 Attn: Margery Lazarus, Senior Engineer

Any party hereto may, from time to time, by written notice to the other parties, designate a different address, which shall be substituted for the one specified above. Any notice or other documents sent by registered or certified mail as aforesaid shall be deemed to have been

effectively served or delivered at the expiration of twenty-four (24) hours following the deposit of said notice or other documents in the United States mail.

(b) Time of Essence. Time is of the essence with respect to each and every provision hereof.

(c) Assignment. Neither this Agreement, nor any interest herein, shall be assignable by any party without prior written consent of the other party.

(d) Governing Law. All questions with respect to this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of California.

(e) Inurement. This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the parties hereto.

(f) Attorneys Fees. If any legal action, arbitration or other proceeding is brought for the interpretation or enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with the Agreement, the successful or prevailing party shall be entitled to recover actual attorneys fees (including fees for in-house counsel, paraprofessionals and similar personnel and disbursements) and other costs it incurs in that action or proceeding, in addition to any other relief to which it may be entitled. The parties agree that actual attorneys' fees shall be based on attorney's fees actually incurred (based on the attorneys' customary hourly billing rates including, but not limited to, equivalent rates for in-house counsel) rather than the court or arbitrator making an independent inquiry concerning reasonableness. The venue of any such action, arbitration, lawsuit or other proceeding or litigation may, at the option of the Grantee, be laid in Riverside County, California, and the parties waive any right to change of venue.

(g) Entire Agreement. This Agreement contains the entire Agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

(h) Additional Documents. The parties hereto agree to execute any and all additional documents and instruments necessary to carry out the terms of this Agreement.

(i) Confidentiality. Grantor will keep confidential the terms of this Agreement and refrain from disclosing or causing same to be disclosed to any person or entity not specifically released herein. In no event, however, shall Grantor be required to refrain from disclosing the terms of this Agreement where: (i) she is legally required to do so, whether by statute, court order, process or otherwise; or (ii) disclosure is required or necessary to enforce any right, duty, obligation or release arising under the terms of this Agreement; or (iii) disclosure is required or necessary in order for Grantor, or any of her agents or employees, to maintain or compile her personal or business books or records; or (iv) disclosure is necessary or required in order for Grantor, or any of her agents or employees, to prepare and file income tax returns or any other forms required by any governmental, administrative or regulatory entities, boards or authorities.

(j) No Admissions. This Agreement is a compromise and settlement of outstanding claims between the parties relating to Grantee's acquisition of the Property and shall

never be treated as an admission by either party to the Agreement for any purpose in any judicial, arbitration or administrative proceeding between the parties. This paragraph shall not apply to any claim that one may have against the other for breach of any provision or covenant of this Agreement.

(k) No Merger. All representations, warranties, acknowledgments, releases, covenants and obligations contained in this Agreement shall survive delivery and recordation of the Grant Deed for the Property

(l) Ratification. This Agreement is subject to approval and ratification by the City Council of the City of Moreno Valley.

(m) Broker. Grantor and Grantee each represent and warrant to the other that no broker, agent or finder has been engaged by it in connection with the transaction contemplated by this Agreement and that all negotiations relative to these instructions and this transaction have been carried out by such party directly with the other party without the intervention of any person in such a manner as to give rise to any valid claim against either of the parties for a broker's commission, finder's fee or other like payment. Each of the parties shall indemnify and defend the other party and hold it harmless from any and all loss, damage, liability or expense, including costs and reasonable attorneys' fees, which the other party may incur or sustain by reason of or in connection with any misrepresentation or breach of warranty by the indemnifying party with respect to the foregoing.

(n) Counterparts. This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

(o) Legal Advice and Review. The parties hereby acknowledge that they have entered into this Agreement upon their own volition and have not relied upon the other party for any interpretation or legal advice relating hereto. The parties acknowledge that they have had an opportunity to have this Agreement reviewed by legal counsel of their choice. Therefore, the parties acknowledge their intent that this Agreement be construed as having been jointly created and that neither party shall be determined to be the drafter hereof.

(Signatures on following page)

EXECUTED on the date or dates set forth below. This Agreement shall be effective as of the date signed by all parties.

DATED:_____

Grantor:

LCTH Investment, LP, a California Limited Partnership

_____

DATED:_____

Grantee:

CITY OF MORENO VALLEY

_____
City Manager

APPROVED AS TO FORM:

_____
City Attorney

Exhibit "A"
Fee Interest

In the City of Moreno Valley, County of Riverside, State of California, being a portion of Lot 8 in Block 27 of Otis Subdivision, Filed in Book 12, Page 12 of Maps in the Office of the County Recorder of San Bernardino County, together with that portion of Oliver Street within said Block 27 lying easterly and adjacent to said Lot 8, and a portion of Lot 5 in Block 28 of Map No. 1, Bear Valley and Alessandro Development Company, Filed in Book 11, Page 10 of Maps in the Office of the County Recorder of San Bernardino County, together with the east half of Oliver Street within said Block 28, more particularly described as follows:

BEGINNING at the southeast corner of Parcel "A" as described in Grant Deed to the Riverside County Flood Control and Water Conservation District recorded September 15, 2006 as Document No. 2006-0664626, Official Records of Riverside County, also being a point on the west line of said Lot 8, also being the beginning of Course "A"; thence North 89°06'41" East, along said Course "A", a distance of 1052.31 feet to the beginning of Course "B"; thence North 80°48'57" East, along said Course "B", a distance of 272.42 feet to a point on the east line of said Lot 5, said point being distant South 00°26'18" West, along said east line, a distance of 1067.76 feet from the northwest corner of Lot 3 in said Block 28; thence South 00°26'18" West, along said east line, a distance of 73.42 feet to the north line of that certain parcel of land described in Grant Deed to the State of California recorded December 27, 1962 as Instrument No. 119152, Official Records of said County; thence along said north line the following six courses:

South 88°39'33" West, a distance of 186.49 feet,
North 89°32'23" West, a distance of 443.76 feet to the east right-of-way line of Oliver Street,
North 89°32'44" West, a distance of 60.00 feet to the west line of Oliver Street,
North 89°33'04" West, a distance of 366.45 feet,
North 84°24'27" West, a distance of 100.38 feet,
North 89°33'04" West, a distance of 164.05 feet to the **POINT OF BEGINNING**.

Containing 35,094 square feet of land, more or less.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights, including access rights, appurtenant to grantor's remaining property, in and to said freeway, over and across said Courses "A" and "B".

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik
Janeen Nedlik, L.S. 7563

Date April 3, 2013

LICENSED LAND SURVEYOR JANEEN NEDLIK No. 7563 STATE OF CALIFORNIA

08-RIV-60-PM 18.95-21448(21448-1)

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Item No. A.14

Exhibit "B"
ROW Map

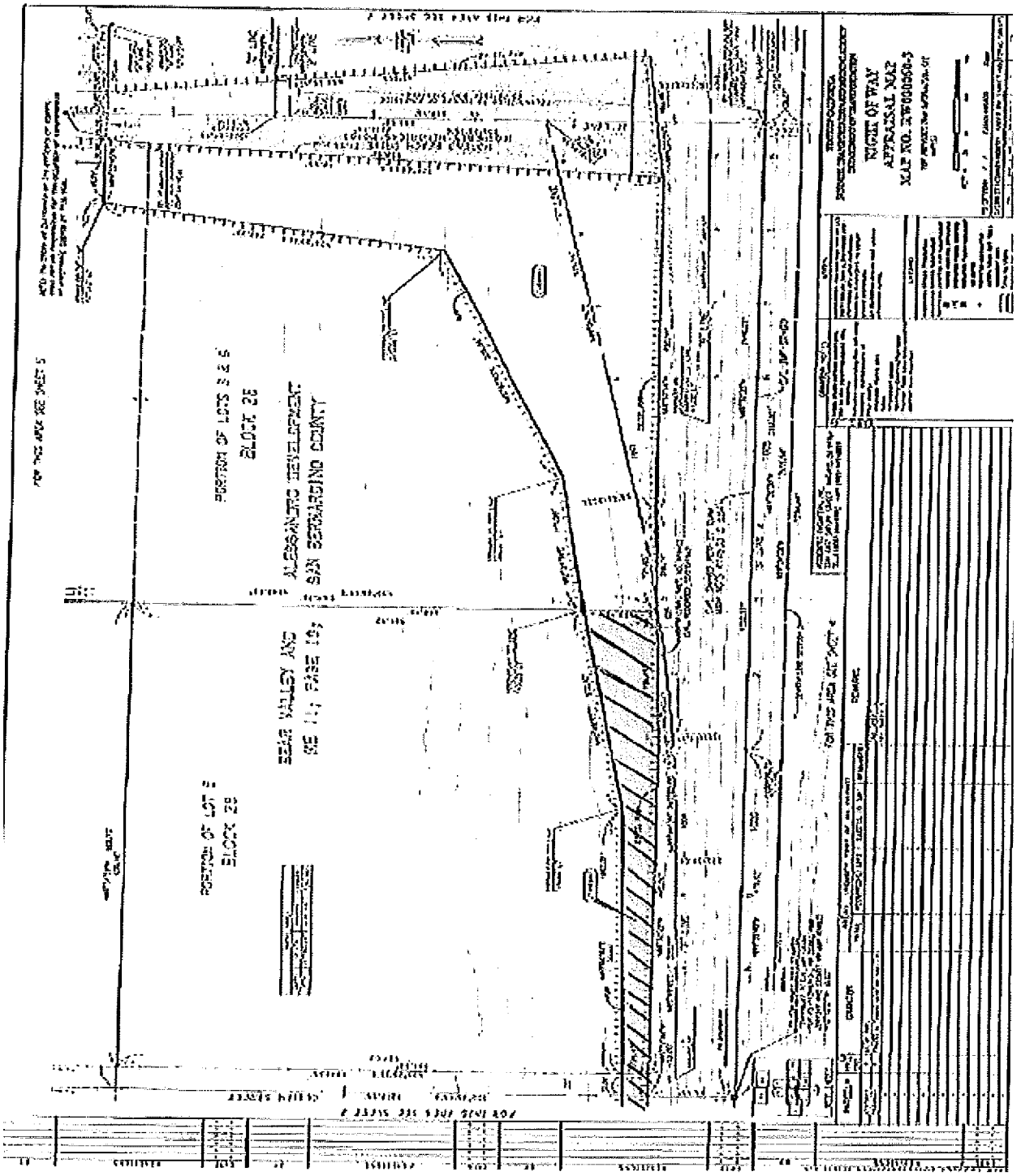

Item No. A.14

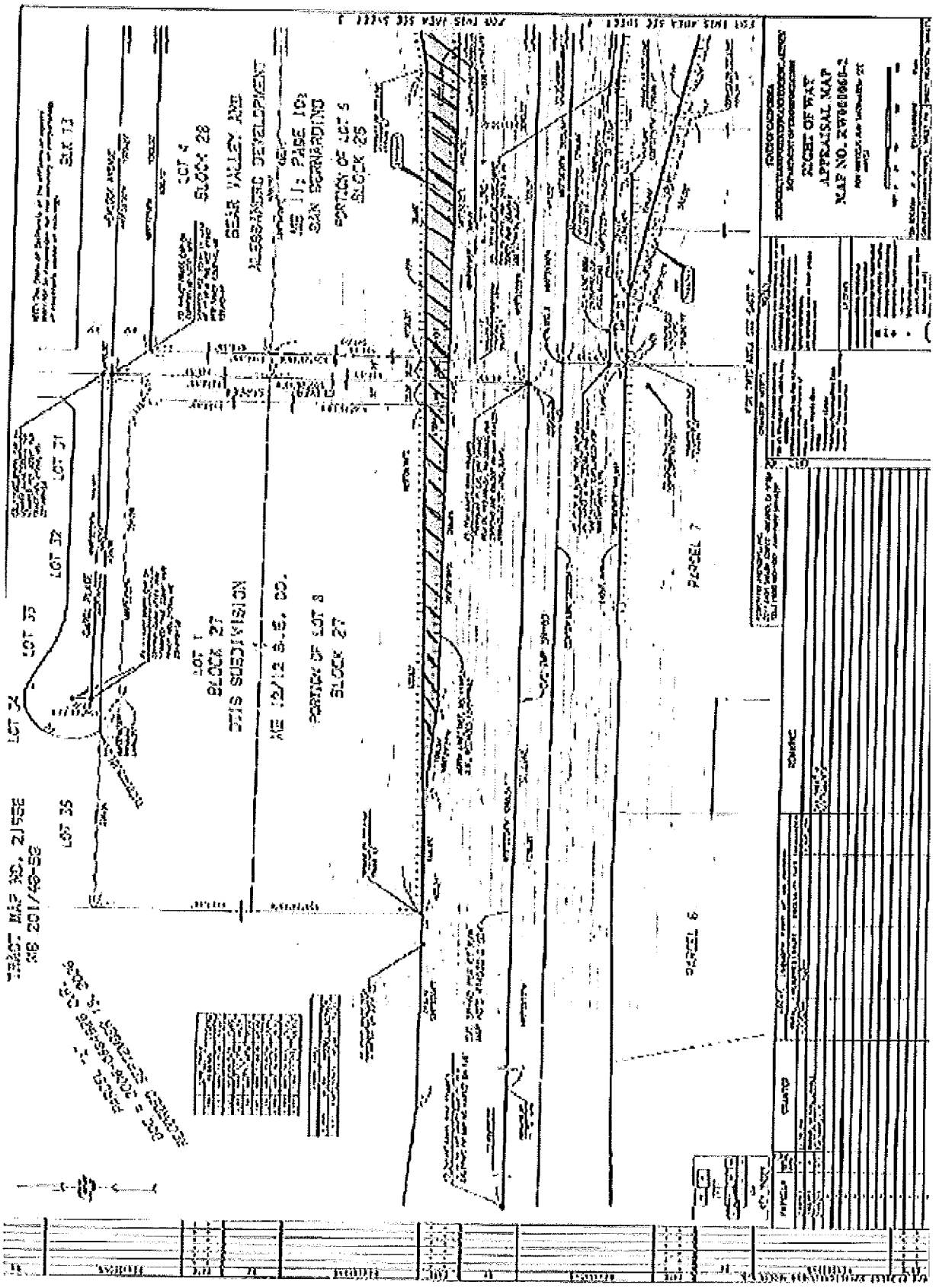
LOT 13
LOT 4
BLOCK 28
BEAR VALLEY AVE
ALTERNATIVE DEVELOPMENT
MB 11, PAGE 102
SAN BERNARDINO
PORTION OF LOT 5
BLOCK 25
LOT 21
LOT 22
LOT 23
LOT 24
LOT 25
LOT 1
BLOCK 27
ZTS SUBDIVISION
NE 1/2 S.E. CO.
PORTION OF LOT 8
BLOCK 27
PARCEL 7
PARCEL 8
TRACT MAP NO. 2/SSE
MB 201/49-52
SCALE = 1CM=50.0FT
SCALE = 1CM=50.0FT
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MV00196397

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: April 23, 2013

TITLE: RATIFICATION OF GRANT PROPOSAL SUBMITTAL FOR THE SURFACE TRANSPORTATION PROGRAM (STP)

RECOMMENDED ACTION

Recommendations:

1. Ratify the submittal of a grant proposal to the Riverside County Transportation Commission (RCTC) for the Surface Transportation Program (STP).

BACKGROUND

The Riverside County Transportation Commission (RCTC) has identified that the current federal transportation act, Moving Ahead for Progress in the 21st Century (MAP-21) as part of the STP, will set aside $13.8 million of federal funding for rehabilitation projects in Fiscal Years 2013/2014, 2014/2015, and 2015/2016. The total allocation amount for the City of Moreno Valley was approximately $1,084,000.

On March 26, 2013 the City Council authorized the submittal of the grant proposal to the RCTC and adopted Resolution No. 2013-19 committing to provide local matching funds at a minimum of 11.47% of the total project cost as required by the STP. In addition, the STP requires that streets to be selected to receive federal funding shall be classified either arterial or collector streets in the National Highway System (NHS). The grant proposal included two segments of Dracaea Avenue, two segments of Bay Avenue, and one segment of Elsworth Street. The Dracaea Avenue and Bay Avenue segments are considered collector streets in accordance with the Moreno Valley City standard plans.

DISCUSSION

On April 3, 2013, RCTC informed the City that the City's grant proposal streets of Dracaea Avenue and Bay Avenue do not meet the requirements as collector streets at the federal level and are not currently listed in the NHS and, therefore, are ineligible to receive STP funding. In order to retain the City's eligibility to receive the federal grant monies, staff immediately revised and resubmitted the grant proposal to substitute Dracaea Avenue and Bay Avenue with Frederick Street from Sunnymead Boulevard to Alessandro Boulevard. Frederick Street is classified as an arterial street in the NHS and meets the requirements of the STP, which essentially involves resurfacing, restoration, rehabilitation, and preventative maintenance.

Frederick Street from Sunnymead Boulevard to Alessandro Boulevard, is listed in the Citywide Annual Pavement Resurfacing Program in the City Council approved Fiscal Year 2012/2013 Capital Improvement Plan (CIP) budget as funds become available. Streets are prioritized and selected for pavement rehabilitation based on the Pavement Condition Index (PCI) rating and vehicle usage traffic counts. Therefore, the City Council is requested to ratify the grant proposal submittal with Frederick Street from Sunnymead Boulevard to Alessandro Boulevard being nominated for rehabilitation.

The current cost estimate for rehabilitating Frederick Street is at $1,240,000. With an amount of $1,084,000 available from STP funds, the City will need to provide matching funds of approximately $156,000 to meet the minimum of 11.47% of the total project cost as required by STP. The project will include Elsworth Street from Cactus Avenue to Business Center Drive, at an estimated cost of $250,000, as an additive alternate bid street in the event that favorable bids are received by the City.

ALTERNATIVES

1. Approve and authorize the recommended action as presented in this staff report. *This alternative will provide for the ratification of the grant proposal allowing the City to receive funding from RCTC under STP for the construction of needed street pavement rehabilitation.*

2. Do not approve and authorize the recommended action as presented in this staff report. *This alternative will delay the ratification of the grant proposal and prevent the City from obtaining funding from RCTC under STP and delay the construction of needed street pavement rehabilitation.*

FISCAL IMPACT

Per the STP requirements, the federal reimbursement ratio for the project cost will be 88.53%, with the City's match of 11.47% at the minimum. For this project, approximately $1,084,000 of STP funds will be available for the City of Moreno Valley. The City's matching funds will be approximately $156,000 and will be from Measure "A"

funds in the Citywide Annual Pavement Resurfacing Program budget. RCTC requires local agencies to fund the project development work with local funds and identify federal STP funds for the construction phase. The City is currently working to complete the design with the remaining funds in the Citywide Annual Pavement Resurfacing Program budget. There is no impact to the General Fund.

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS:
Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

SUMMARY

Riverside County Transportation Commission (RCTC) is accepting Surface Transportation Program (STP) grant proposals for street reconstruction and rehabilitation. Staff recommends that the City Council ratifies the submitted grant proposal for the STP to obtain funding for pavement rehabilitation for the selected streets.

ATTACHMENT

Attachment 1: Location Map

Prepared By:
Quang Nguyen, P.E.
Senior Engineer

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

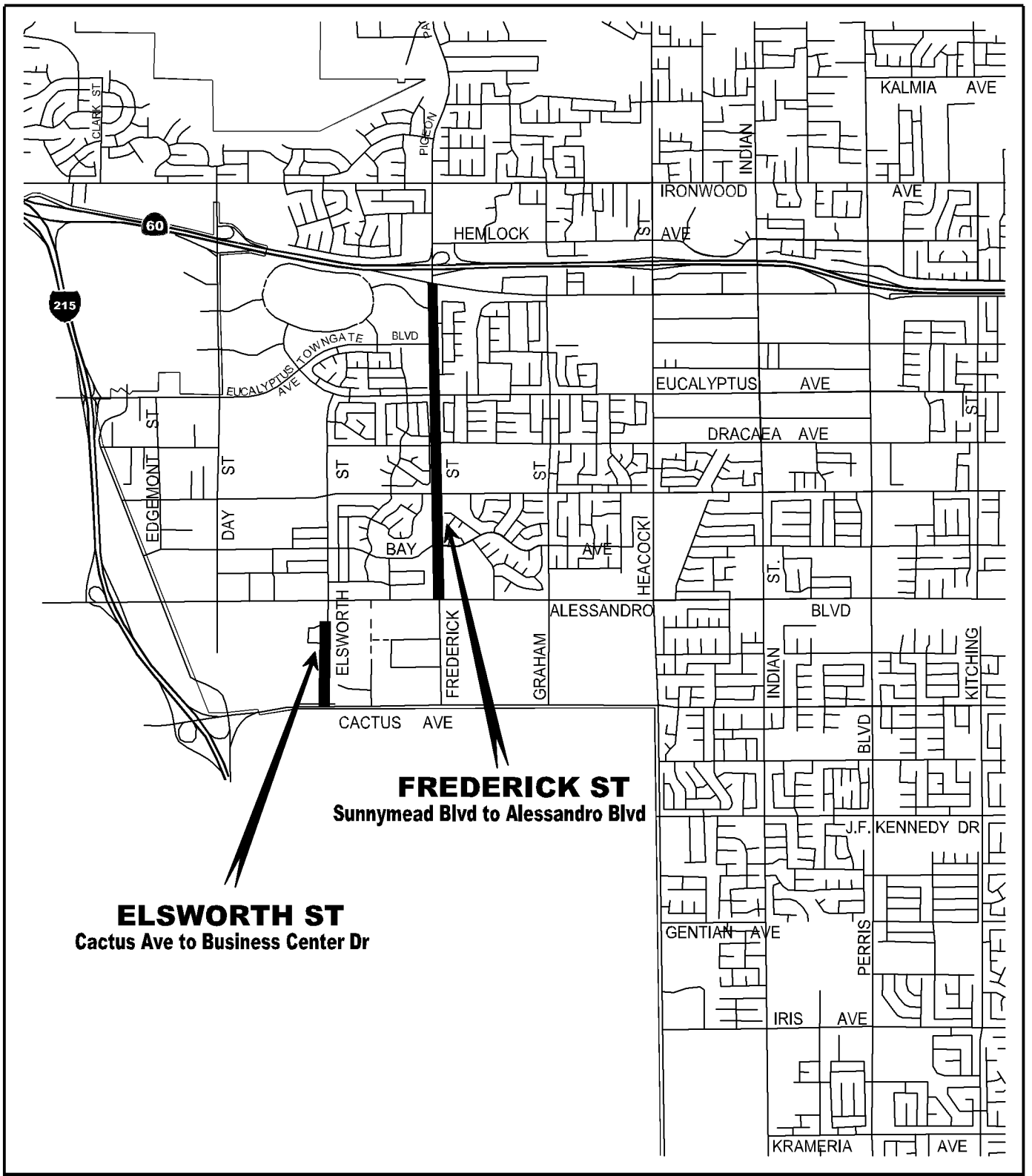

LOCATION MAP

Public Works Department
Capital Projects Division

Attachment 1

PROPOSED STREETS
FOR PAVEMENT REHABILITATION
STP GRANT PROPOSAL

Item No. A.15

MV00196402

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MV00196403

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: April 23, 2013

TITLE: 3-YEAR ECONOMIC DEVELOPMENT ACTION PLAN

RECOMMENDED ACTION

Recommendation:

1. Approve the 3-Year Economic Development Action Plan.

ADVISORY BOARD/COMMISSION RECOMMENDATION

The City's Economic Development Subcommittee recommends approval of the 3-Year Economic Development Action Plan as drafted.

BACKGROUND

In April 2011, the City adopted a 2-Year Economic Development Action Plan to act as a short term (2 year) strategic plan to help guide the City's economic development efforts in five geographic areas including: 1) Towngate, 2) Centerpointe Business Park, 3) South Moreno Valley Industrial Area, 4) Rancho Belago - East Moreno Valley and 5) City Center. Additionally, the Economic Development Action Plan helped focus Capital Improvement Plan Funding on projects that can help advance Economic Development efforts. During the 2-Year period of the Economic Development Action Plan much has been accomplished in the five geographic areas including the significant project advancement and job creation.

DISCUSSION

The new proposed 3-Year ED Action Plan has been formulated to build upon the 2-Year ED Action Plan, but continues to push many more economic development efforts including even more job creation. The proposed 3-Year ED Action Plan presents the following:

- A new 3-Year ED Action Plan would expand the focus of to nine geographic areas including 1) Edgemont, 2) TownGate, 3) Festival, 4) Sunnymead Blvd., 5) Centerpointe Business Park, 6) South Moreno Valley Industrial Area, 7) City Center & Medical/ Healthcare Corridor, 8) World Logistics Center at Rancho Belago and 9) SR 60 East Corridor.

- The ED Action Plan also includes fourteen objectives aimed at increasing overall economic development efforts with 1) Business Attraction, 2) Business retention and 3) Business Expansion.

ATTACHMENTS

Attachment 1 _ 2013_ 3-Year Economic Development Action Plan

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

ECONOMIC DEVELOPMENT ACTION PLAN 2013-2016

An updated Economic Development Action Plan has been formulated to capitalize on near-term opportunities in eight geographic areas during a 3-year time frame. The focus of the updated Economic Development Action Plan includes the following goals and objectives in the nine recommended geographic areas:

Edgemont

Pursue the revitalization of the Edgemont area through the adoption of a multi-faceted redevelopment strategy.

- Work towards the upgrading the water system to ensure sufficient water pressure to allow for new development projects in this area.
- Use Neighborhood Stabilization program funding to acquire and land bank foreclosed properties-both single-family and multi-family residential.
- Conduct quarterly Neighborhood Clean-up programs.
- Retain a planning consultant to evaluate land uses to establish the highest and best land use designations for redevelopment efforts.
- Pursue a master developer to assist with the planning for redevelopment in the Edgemont area.

TownGate

Collaborate with the Fritz Duda Company and CW Capital towards stabilizing, upgrading and expanding retail and restaurant development opportunities in the TownGate area including the Moreno Valley Mall and the five shopping centers surrounding the regional mall including TownGate Center, TownGate Plaza, TownGate Crossing, TownGate Promenade and TownGate Square

- Continue to work with CW Capital-the owner of the Moreno Valley Mall in upgrading and attracting new users to the regional mall.
- Facilitate the planning and marketing for a 30,000 S.F. expansion project at the Moreno Valley Mall to include a new restaurant, retail and plaza area next to Harkins Theatres.
- Work with the Fritz Duda Company in the re-occupancy of vacant retail spaces and the overall stabilization of TownGate Center including new uses such as ULTA Beauty, BevMo and Planet Fitness.
- Assist in the processing of development plans for new projects in TownGate shopping centers including 24 Hour Fitness Sport, Miguel's Jr. Mexican Restaurant and Richie's Real American Diner.
- Cooperate with the Fritz Duda Company in pursuing the continued development of a 'Restaurant Row' area in TownGate Promenade.

Festival

Cooperate with the Kodash Company and Miller Family Trust-the ownership of the Festival Center, to explore ways to redevelop or enhance the viability of the Festival Center including rehabilitation efforts and incorporating new appropriate land uses.

- Help facilitate attracting new users and the upgrade of the Festival Center.
- Explore developing a new residential component at the Festival Center.
- Explore possibilities with Moreno Valley Unified School District of developing new education facilities at Festival.
- Pursue an overlay study to consider other uses at Festival including possibly cultural & performing arts facilities, along with developing sports or recreation facilities for use by the community to create a mixed-use development concept.

Sunnymead Boulevard

Work towards the further redevelopment of Sunnymead Boulevard, between Frederick Street to Perris Boulevard.

- Conduct a code compliance effort aimed at enhancing the image of Sunnymead Boulevard.
- Pursue new users and development projects for Sunnymead Boulevard.
- Market mixed-use development opportunities for Sunnymead Boulevard that combine new residential projects with retail and office uses.

Centerpointe Business Park

Work with Ridge Property Trust and USAA Real Estate to expand development and business opportunities aimed at completing the Centerpointe Business Park.

- Assist Ridge Property Trust and Harbor Freight Tools (HFT) in the 507,720 S.F. expansion of HFT's Distribution Center at the NW corner of Cactus and Graham.
- Facilitate efforts for a user to occupy USAA's new 522,774 S.F. Centerpointe Logistics Center at the NW corner of Cactus and Frederick.
- Help advance the development of Ridge Property Trust's approved 607,960 S.F. industrial building at the NW corner of Brodiaea and Graham.
- Facilitate expansion plans for the Serta Mattress facility.
- Work with the owner of the Plaza Del Sol Center in stabilizing the center to provide needed shopping and restaurant opportunities in the Centerpointe Business Park area.

South Moreno Valley Industrial Area

Work with seven developers (Alere Property Group, First Industrial Realty Trust, IDS Real Estate Group, Panattoni Development Co., Sares-REGIS Group, Trammell Crow Company & Western RealCo) on new business attraction and development projects in the South Moreno Valley Industrial Area.

- Work with IDS Real Estate Group in securing a business user for the new 769,320 S.F. Nandina Distribution Center.
- Facilitate the completion of Trammell Crow Company's 1,250,000 S.F. I-215 Logistics Center project, including securing a user.

- Cooperate with First Industrial Realty Trust and Panattoni Development Co. in pursuing the speculative development of two industrial buildings with a total of nearly 2 million S.F.
- Assist Sares-REGIS Group and Western RealCo in build-to-suit opportunities for two approved industrial building projects with a total of more than 3.6 million S.F.
- Work with Alere Property Group, First Industrial Realty Trust and Trammell Crow Co. in the planning and entitlements for several new industrial projects with a proposed 4 million S.F.

City Center Medical/Healthcare Corridor

Cooperate with Riverside County Regional Medical Center (RCRMC), Kaiser Permanente, Moreno Valley College and Highland Fairview to help facilitate the further expansion of the City of Moreno Valley's Medical/Healthcare Corridor on Nason Street & Iris Avenue.

- Assist Riverside County with the implementation of the Master Plan for expanding the Riverside County Regional Medical Center including a new Trauma & Urgent Care, relocated & upgraded Operations Support building and facilities for the new UCR School of Medicine.
- Facilitate plans by Kaiser Permanente to expand the Moreno Valley Community Hospital with an expansion and upgrade of the Emergency Room facilities and development of a planned second tower.
- Cooperate with Moreno Valley College and Riverside Community College District in the development of a proposed 30,000 S.F. allied health sciences facility in the medical-healthcare corridor.
- Support the planning and marketing efforts of Highland Fairview to pursue the creation of a master planned 200-acre healthcare campus to be situated within the medical corridor and between the two existing hospitals-RCRMC and Kaiser's Community Hospital.
- Continue the planning and funding of capital improvement projects that will widen and construct the ultimate improvements on Nason Street from SR 60 to Iris Avenue to provide critical access to the two hospitals and the medical/healthcare corridor.
- The continued development of Medical/Healthcare corridor on Nason Street and Iris Avenue shall be the City's top priority for new medical and healthcare development.
- Undertake a study to determine highest and best land uses for the City-owned 60-acre property at the NW corner of Nason and Alessandro.

World Logistics Center at Rancho Belago

Collaborate with Highland Fairview in the development of the World Logistics Center—a 41.6 million S.F. master planned corporate park proposed to be developed on 2,700 acres in the Rancho Belago area of eastern Moreno Valley.

- Process an Environmental Impact Report and preliminary development plans for the World Logistics Center in eastern Moreno Valley—south of SR 60 and east of Redlands Boulevard to Gilman Springs Road.
- Assist in the drafting of a Specific Plan that will guide the orderly development for of World Logistics Center.
- Cooperate with Highland Fairview in the formulation of a Development Agreement to create a public-private partnership to help facilitate the development of new public infrastructure in eastern

Moreno Valley associated with the World Logistics Center including roads, trails, utilities, storm water protection and fire protection facilities.

- Work with Highland Fairview in branding the World Logistics Center as one of the largest e-commerce focused development projects in the U.S.

SR 60 East Corridor

Pursue new development opportunities along the SR 60 East corridor—from Nason Street to the easterly City limits.

- Prepare an Overlay Study to determine the 'highest and best' land uses along the SR 60 East Corridor.
- Assist property owners and developers in marketing development opportunities along the SR 60 East Corridor.
- Work on opportunities to expand the Moreno Valley Auto Mall.
- Facilitate the stabilization and further development of Stoneridge Towne Centre and Moreno Beach Plaza.

In addition to activities in the eight geographic areas, a series of objectives are being recommended to assist with overall economic development efforts to assist with Business Attraction, Business Retention and Business Expansion including the following:

- Continue to coordinate the Capital Program (CIP) with economic development efforts
- Expand the Development Ombudsman Program to provide a comprehensive range of business support services for developers and businesses
- Restart the Business Visitation Program, including the participation of the Mayor in 1 on 1 visits annually with the Top 50 with the major employers in the community
- Implement new software that will enable business owners, developers, contractors and residents to electronically submit and manage their plans with the City of Moreno Valley
- Utilize the Chambers of Commerce to expand participation in the Small Business Counseling Services provided by the Small Business Development Center (SBDC)
- Work with the Community Investment Corporation in a the development of a business incubator and micro-business loan program
- Pursue the reuse of vacant anchor retail spaces, including the use of the new ED-Retail Anchor Reuse Incentive Program
- Explore revising the scopes of work with the Agreements the Chamber of Commerce to better focus on business retention and expansion activities, including expansion of Shop MoVal, as well as establishing a program to promote more business to business transactions in Moreno Valley
- Utilize the Chambers of Commerce to undertake a survey of the small business community on ways to improve the business climate in Moreno Valley
- Use the Chambers of Commerce to assist with increasing high school graduation rates in the community through the development of mentor programs to link students with business leaders
- Pursue the creation of a Business Support Advisory Council comprised of major employers in Moreno Valley

- Seek ways to promote opportunities for more ties between cultural & performing arts in the community with economic development
- Explore creating an incentive program aimed at attracting development projects with e-commerce or fulfillment center users
- Continue to work with residential developers and the Building Industry Association (BIA) on ways to help facilitate new quality residential development in Moreno Valley

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MV00196411

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: April 23, 2013

TITLE: BUDGET APPROPRIATION FOR THE SR-60/THEODORE INTERCHANGE IMPROVEMENTS AS A NEW CAPITAL IMPROVEMENT PLAN PROJECT
PROJECT NO. 801 0052 70 77

RECOMMENDED ACTION

Recommendations:

1. Authorize the following budget appropriation from unencumbered funds in the Development Impact Fee (DIF) Interchange Improvements Revenue Fund Balance to create a new Capital Improvement Project Expenditure Account titled the SR-60/Theodore Interchange Improvement Project:

    a. $138,000 – from (2911-99-95-92911) to (3311-99-99-93311)

2. Amend the Fiscal Year 12/13 Adopted Capital Improvement Plan (CIP) to include the SR-60/Theodore Interchange Improvement Project as a funded Street Improvement, Project Number 801 0052 70 77 and General Ledger Number 3311-70-77-80001.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable

BACKGROUND

On April 26, 2011, the City Council Adopted a 2-Year Economic Development Action Plan that identified the Eastern Moreno Valley as one of the five critical Areas of Opportunity. This 2-Year Economic Development Action plan referenced the need for

CIP revenues to be strategically planned and used for new public improvements that benefit economic development.

At the April 2, 2013 City Council Study Session, a new 3-Year Economic Development Action Plan was presented to City Council that further expanded the previously referenced Eastern Moreno Valley area to include the World Logistics Center at Rancho Belago and the SR-60 East Corridor. This Economic Development Action Plan also further emphasizes the continued coordination of the CIP revenues with economic development efforts.

The Moreno Valley Freeway, State Route 60 (SR-60), is a major east-west transportation route within Riverside County and an integral part of the freeway network for the Southern California metropolitan area. The entire SR-60 route is considered a Priority Global Gateway trade corridor for movement of international trade. It is also a Surface Transportation Assistance Act (STAA) Route for use by oversized trucks. The SR-60/Theodore Street Interchange is a major access point for the existing and proposed development in the Eastern Moreno Valley area.

DISCUSSION

The SR-60/Theodore Street Interchange was built in 1964. The interchange is configured with hook ramps from SR-60 that terminate at Theodore Street. The existing ramp termini are stop controlled. Theodore Street is categorized as a north-south arterial roadway in the City's circulation plan but it currently exists as an undivided two lane rural roadway with no curbs, gutters or sidewalks. Theodore Street overcrossing is a four span bridge structure over SR-60. The posted vertical clearance between the bridge structure and the freeway below is approximately 15.5 feet and the minimum Caltrans standard vertical clearance for freeways is 16.5 feet. This segment of SR-60 is currently a four lane freeway and based on Caltrans 2011 Traffic Data, the annual average daily traffic (AADT) volume to the east and west of the interchange is approximately 56,000 vehicles.

The approximately 50 year old SR-60/Theodore Street Interchange is in need of operational and capacity improvements. The proposed improvements will correct existing geometrical deficiencies, improve access and reduce congestion for existing traffic volumes as well as forecasted increased traffic demands. Without improvements, based on 20 year traffic projections in accordance with the City's General Plan growth build-out, the eastbound SR-60 on & off ramps are expected to operate at LOS (Level of Service) F (heavy congestion and unacceptable delays) in the PM peak hour, while the westbound SR-60 on & off ramps are expected to operate at LOS E and F, respectively in the AM peak hour.

Embarking on an interchange improvement project is a long and arduous process on average taking about seven to ten years from start of preliminary design to completion of construction. The total project cost for such an interchange improvement could range between $50M - $75M and will require a blend of funding sources to make it a reality. The City has always taken a proactive approach in moving forward with infrastructure

projects in a timely manner to meet the demands of traffic growth patterns rather than dealing with the situation after grid lock and congestion exists. Staff is recommending that the City Council amend the Fiscal Year 12/13 Adopted Capital Improvement Plan (CIP) to include the SR-60/Theodore Interchange Improvement Project and appropriate initial seed money of $138,000 so staff can work on this project to get it off the ground. Staff's first action item is to solicit proposals from experienced interchange consultants to proceed with the preliminary engineering and environmental phase of the project, technically called the Project Approval and Environmental Document (PA & ED) Phase by Caltrans. Staff anticipates coming back to City Council sometime in the middle of this year with a Professional Consultant Services agreement and initial funding plan to kick-off the PA & ED phase.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This will allow the project to move forward with the preliminary design phase.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will not allow the preliminary design phase of the project to be initiated which inevitably will delay the timeliness of the needed improvements at the referenced interchange.*

FISCAL IMPACT

The City's Development Impact Fee (DIF) Program includes a category called "Interchange Improvements". The SR-60/Theodore Interchange Improvement Project is a listed qualifying improvement within the City's DIF program. As new development occurs in the City, developers contribute to funding this category of improvements. There is currently about $138,000 in the DIF-Interchange Improvements Revenue Account that is available to fund the efforts as referenced in this staff report. These funds can only be used for interchange related improvement efforts. There is no impact to the General Fund.

The City Council is requested to authorize the following budget appropriation from unencumbered funds in the DIF-Interchange Improvements Revenue Fund Balance as a new Capital Improvement Project Expenditure Account titled the SR-60/Theodore Interchange Improvement Project.

PROPOSED APPROPRIATIONS:

Transfer

Cat.	Fund	Account No.	Type	Proposed Adjustment
Transfer out	DIF-Interchange Fund (2911)	2911-99-95-92911-903311	EXP	$138,000
Transfer in	DIF-Interchange Capital Projects Fund (3311)	3311-99-99-93311-802911	REV	$138,000

Budget Appropriation

Cat.	Fund	Project No (PN) G/L Account (GL)	Type	Original Budget	Proposed Adjustment	Revised Budget
CIP	DIF Interchange Capital Projects Fund (3311)	PN - 801 0052 70 77-3311-99	EXP	$0	$138,000	$138,000
		GL – 3311-70-77-80001-720199		$173,794	$138,000	$311,794

CITY COUNCIL GOALS

The following City Council Goals will be furthered with this action:

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

SUMMARY

Consistent with the City's Economic Development Action Plan and due to the anticipated growth in the Eastern Moreno Valley area, the proposed addition of the SR-60/Theodore Interchange Improvement Project into the Fiscal Year 12/13 Adopted Capital Improvement Plan (CIP) makes strategic sense. The appropriation of funds will allow for the initiation of work efforts to get this important project started in order to facilitate timely development in the Eastern Moreno Valley area.

ATTACHMENTS

Attachment 1 – Location Map

Prepared By:
Prem Kumar
Deputy Public Works Director/ Assistant City Engineer

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Margery Lazarus, P.E.
Senior Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00196417

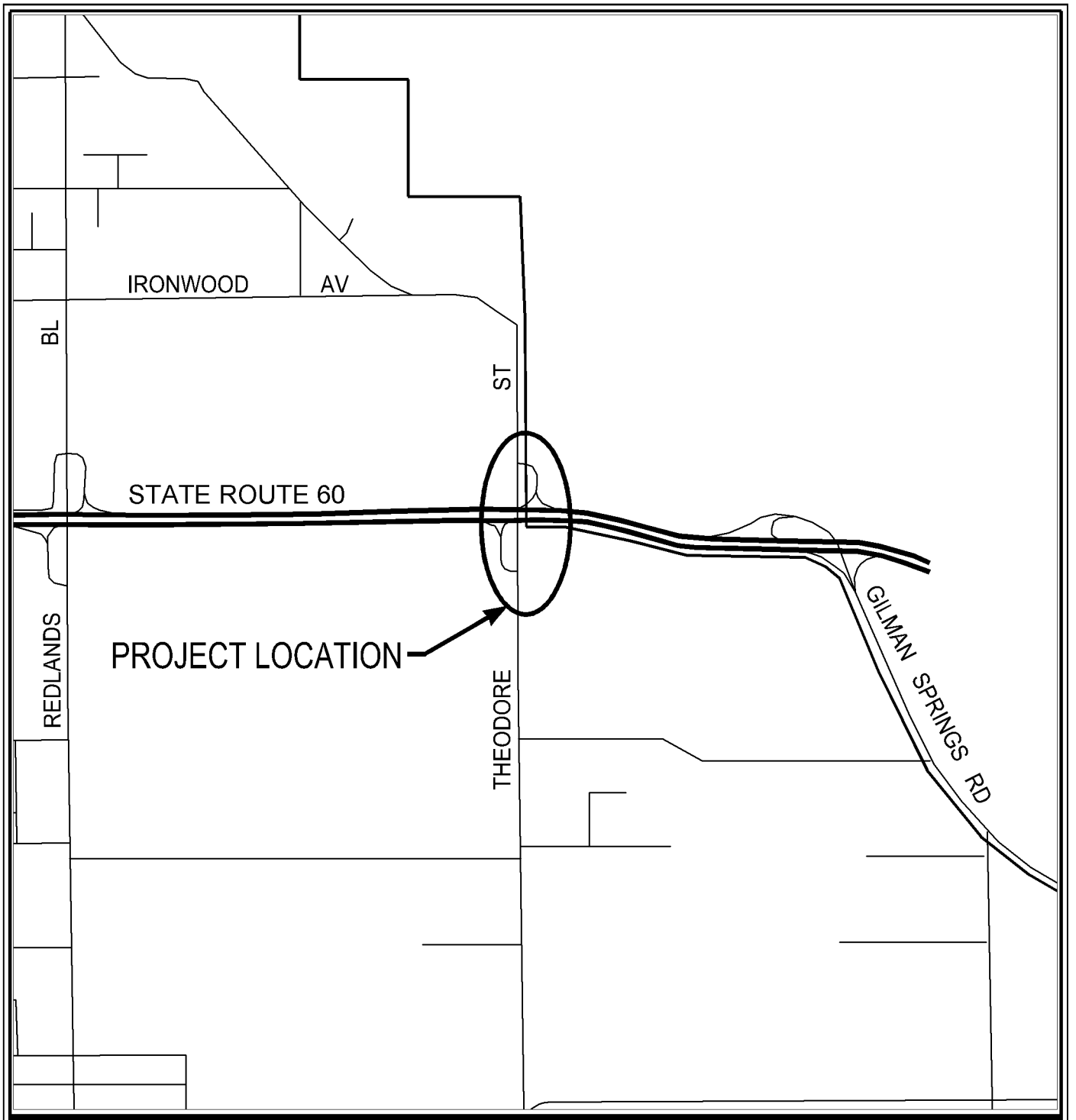

THEODORE STREET

LOCATION MAP
Public Works Department
Capital Projects Division

ATTACHMENT 1

SR 60 & THEODORE STREET
INTERCHANGE IMPROVEMENTS
Project No. 801 0052 70 77

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MV00196419

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Thomas M. DeSantis, Administrative Services Director

AGENDA DATE: April 23, 2013

TITLE: APPROVAL OF EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND SUZANNE M. BRYANT FOR THE POSITION OF CITY ATTORNEY

RECOMMENDED ACTION

Recommendation:

1. Approve the Employment Agreement between the City of Moreno Valley and Suzanne M. Bryant for the position of City Attorney.

BACKGROUND

Since December 11, 2012, Suzanne M. Bryant has served as Acting City Attorney. Having found Ms. Bryant's performance in this important role to be exemplary, the Council on April 9, 2013 appointed Ms. Bryant to the position of City Attorney effective upon the retirement of the former City Attorney.

DISCUSSION

The Administrative Services Director worked with outside legal counsel to develop an Employment Agreement through which Ms. Bryant will serve as City Attorney effective July 9, 2013. Pending the effective date of the Agreement, Ms. Bryant will continue to serve as Acting City Attorney and will exercise all duties prescribed for the position of City Attorney for the City of Moreno Valley.

ALTERNATIVES

1. Approve the Employment Agreement

2. Do not approve the Employment Agreement.

FISCAL IMPACT

The proposed salary and benefits are within the range established for the position and sufficient funds have been budgeted.

ATTACHMENTS

Attachment 1 – Employment Agreement between the City of Moreno Valley and Suzanne M. Bryant for the position of City Attorney

Department Head Approval:

Thomas M. DeSantis
Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

EMPLOYMENT AGREEMENT FOR THE POSITION OF CITY ATTORNEY

This Employment Agreement (hereafter referred to herein as "Agreement") is made and entered into this 23rd day of April, 2013, by and between the City of Moreno Valley, California (hereafter referred to herein as "CITY"), a California municipal corporation and general law city, and Suzanne M. Bryant (hereafter referred to herein as "BRYANT"), an individual, on the following terms and conditions:

RECITALS

A. CITY, by and through the City Council, desires to employ the services of BRYANT as City Attorney of CITY; and

B. BRYANT desires to accept employment as City Attorney in consideration of and subject to the terms and conditions set forth in this Agreement.

OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the parties agree as follows:

1. Position, Term and Duties.

1.1 Position. Without any impact upon employee benefit levels based upon her original date of hire with the City of Moreno Valley, BRYANT relinquishes her prior position as Deputy City Attorney and accepts employment with CITY as its City Attorney and shall perform all functions, duties and services set forth in Section 1.4 [Duties] of this Agreement and consistent with Government Code §41801 et seq. BRYANT shall provide services at the direction and under the supervision of the City Council of CITY. It is the intent of the parties that the City Attorney shall keep the City Council fully apprised of all significant legal issues of the CITY. Toward that end, BRYANT shall report directly to the City Council and will periodically, or as may be specifically requested by the City Council, provide status reports to the City Council on her activities and those of CITY.

1.2 Term. The term of this Agreement shall commence on July 9, 2013 (Commencement Date), upon being executed by BRYANT and approved by the City Council. This Agreement shall remain in effect until such time as this Agreement is terminated pursuant to Section 4, below.

1.3 At-Will Employment. BRYANT acknowledges that she is an at-will employee of CITY who shall serve at the pleasure of the City Council at all times during the period of her service under this Agreement. The terms and provisions of CITY's personnel rules, policies, procedures, ordinances and resolutions applicable to At Will employees shall also apply to BRYANT, and she shall be entitled to all benefits and rights afforded to other Executive Management (as defined in the City's Personnel Rules) of CITY, except to the extent provided by this Agreement, and, in the case of any conflict between this Agreement, and the Personnel Rules, policies, procedures, ordinances and resolution, the terms of this Agreement shall prevail. Notwithstanding the application of the City's Personnel Rules to this Agreement, and without limitation, BRYANT shall have no rights under sections 9, 10, 11 and 12 of the Personnel Rules. Nothing in this Agreement is intended to, or does, confer upon BRYANT any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Council to terminate her employment, except as is expressly provided in Section 4

[Termination] of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of BRYANT as provided in Section 4 [Termination]. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of BRYANT to resign at any time from this position with CITY, subject only to the provisions set forth in Section 4 [Termination] of this Agreement. This at-will employment Agreement shall be expressly subject to the rights and obligations of CITY and BRYANT, as set forth in Section 4 [Termination] herein.

1.4 Duties. BRYANT shall serve as the City Attorney and shall be vested with the powers, duties and responsibilities of the City Attorney as set forth in the City's applicable ordinances and resolutions, and in the City of Moreno Valley Municipal Code, as may be amended from time to time, the terms of which are incorporated herein by reference. It is the intent of the City Council for the City Attorney to function as the chief legal counsel of CITY's organization. Without additional compensation, BRYANT shall provide such other services as are customary and appropriate to the position of City Attorney, including serving as legal counsel for the Moreno Valley Housing Authority and the Moreno Valley Community Services District, together with such additional services assigned from time to time by the City Council as may be consistent with California law and the City of Moreno Valley Municipal Code. BRYANT shall devote her best efforts and full-time attention to the performance of these duties.

1.5 Hours of Work. BRYANT shall devote the time necessary to adequately perform her duties as City Attorney. The work schedule shall be the same as the schedule in place for all other Executive Managers of CITY, provided the schedule of such hours provides adequate availability to the City Council, City Staff, and members of the community during normal business hours and for the performance of her duties in conducting CITY business. The position of City Attorney shall be deemed an exempt position under applicable wage and hour law. BRYANT hereby acknowledges that she shall not be entitled to any compensation for overtime.

1.6 Professional Activity. The City Council desires BRYANT to be reasonably active in national, statewide, regional and professional organizations that will contribute to City Attorney's professional development and standing and that will contribute to the advancement of the CITY's interests and standing. Toward that end, BRYANT may, upon advance notice to the City Council, undertake such activities as are directly related to her professional development and that advance the interests and standing of the CITY. These activities may include, without limitation, participation in the California League of Cities, California state and local bar associations, or other similar national, statewide, regional or professional organizations, provided that such activities do not in any way interfere with or adversely affect her employment as City Attorney or the performance of her duties as provided herein. CITY agrees to budget and pay for the reasonable dues and subscriptions of the City Attorney necessary for her participation in such organizations. CITY agrees to reimburse BRYANT's reasonable and necessary travel, business and subsistence expenses for her activities as provided for in the City's Administrative Policies.

1.7 Other Activity. In accordance with Government Code Section 1126, during the period of her employment, BRYANT shall not accept, without the express prior written consent of the City Council, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity (except as permitted under Section 1.6 [Professional Activity], regardless of whether for pecuniary advantage, that is or may be competitive with the CITY, that might cause a conflict-of-interest with the CITY, or that otherwise might interfere with the business or operation of the CITY or the satisfactory performance of BRYANT's duties as City Attorney.

2. Compensation.

2.1 Salary. For all services performed by BRYANT as the City Attorney under this Agreement, CITY shall pay BRYANT compensation in accordance with the adopted salary schedule for the position, plus all other compensation benefits afforded by CITY to other full time Executive Management employees. BRYANT shall be entitled to all cost of living and other salary and benefit adjustments implemented by the CITY as applicable to other full time Executive Management employees, to include City's employee furlough program and eligibility for Merit Increases (Section 3.3). The starting salary shall be fifteen thousand four hundred seventeen dollars ($15,417) per month, paid bi-weekly according to the payroll schedule in place for CITY employees. All compensation and leave policies applicable to Executive Management employees as contained in CITY'S Personnel Rules and Regulations shall apply.

2.2 Annual Leave. All compensation and leave policies applicable to Executive Management as contained in the City's Personnel Rules and Regulations, Sections 7 and 14, shall apply. BRYANT shall annually accrue 376 hours of Annual Leave, allocated at a rate of 14.46 hours per pay period. Annual Leave shall be subject to CITY's Personnel Rules and Regulations as they apply to other Executive Management employees.

2.3 Automobile Allowance. BRYANT shall be entitled to an automobile allowance as compensation for the use of personal automobile(s) for CITY business as provided for in CITY policies. This monthly allowance shall equal the amount provided to other Executive Management employees, and is currently five hundred dollars ($500.00) per month. In addition, BRYANT shall be entitled to excess mileage reimbursement according to adopted CITY policies for any qualifying trip in the course and scope of employment.

2.4 Deferred Compensation. Within 30 days of the effective date of this Agreement, City shall make a one-time deposit of $10,000 into BRYANT's individual Deferred Compensation account. BRYANT shall provide CITY with specific instructions to facilitate this one-time deposit.

3. Performance Evaluation.

3.1 The City Council shall review and evaluate BRYANT's performance at least once annually. Said review and evaluation shall be in accordance with specific criteria developed jointly between BRYANT and the City Council. Said criteria may be added to or deleted from as the City Council may determine from time to time in consultation with BRYANT. Further, the Mayor shall provide BRYANT with a summary written statement of the findings of the City Council and provide an adequate opportunity for BRYANT to discuss said evaluation with the entire City Council.

3.2 Annually, the City Council shall define such goals and performance objectives which they determine necessary for the proper function of the City Attorney's Office and in the attainment of City Council goals and objectives, and shall further establish a relative priority among the various goals and objectives, said goals and objectives to be reduced to writing. Any such goals or objectives shall generally be attainable within the time limitations as specified and within City Attorney Department budgets.

3.3 CITY agrees to consider an increase to BRYANT's Salary [Section 2.1] during said Performance Evaluation; however, any increase to Salary [Section 2.1] shall be at the sole discretion of the City Council.

4. Termination.

4.1 The City Council may terminate BRYANT'S employment, and this Agreement "for cause" at any time upon written notice. "For cause" is defined as any of the following:
(i) an act in bad faith and to the detriment of the City; (ii) refusal or failure to act in accordance with any specific lawful direction or order of the City Council that is not in conflict with the Rules of Professional Conduct and/or the Legal Canon of Ethics for attorneys in the State of California; (iii) unfitness or unavailability for service that exceeds thirty (30) consecutive calendar days and is not the result of any excused illness or medical condition; (iv) commission of an act involving moral turpitude or other acts which harm the reputation of or interests of the City; (v) habitual neglect of responsibilities, or incompetence; (vi) a conviction of a felony or other crime punishable by jail or imprisonment in the jurisdiction involved (or entry of a plea of guilty or *nolo contendere* with respect to any such crime); (vii) possession of, use of, or working while under the influence of alcoholic beverages or other non-prescribed controlled substances or abuse/misuse of lawfully prescribed controlled substances during working hours; (viii) engaging in an actual conflict of interest; (ix) commission of acts of theft, embezzlement, or fraud; (x) acceptance of bribes or extortion; (xi) imposition of professional discipline by the State Bar of California resulting in suspension or disbarment; or (xii) material breach of this Agreement by BRYANT. If this Agreement is terminated by the City Council "for cause," BRYANT's employment shall be deemed immediately terminated and BRYANT shall surrender all CITY keys, computer passwords, and other CITY property entrusted to BRYANT for the purposes of the discharge of her duties. Upon termination for cause, BRYANT shall have no recourse under this AGREEMENT or any administrative procedure for purposes of challenging the termination action.

4.2 In the event BRYANT is terminated "without cause" or asked to resign during such time that BRYANT is willing and able to perform the Duties [Section 1.4] under this Agreement, then CITY agrees, upon receipt of a Comprehensive General Release and Settlement Agreement in the standard form signed by BRYANT, to pay BRYANT a lump sum cash payment equal to 12 months of Salary and benefits [Section 2.1] as severance pay.

4.3 BRYANT shall receive a lump sum payout of any unpaid accruals of Annual Leave [Section 2.2] and Sick Leave upon termination of employment for any reason pursuant to CITY policies.

4.4 BRYANT shall not be entitled to any increases in Salary [Section 2.1], or benefits afforded by CITY to other Executive Management employees following the date of termination.

4.5 This Agreement may be terminated by BRYANT at any time upon 45 days written notice to the City Council. If such written notice is given, the City has the option to ask BRYANT to leave her position sooner than the expiration of 45 days, but, if it does so, the City will continue to honor its obligations under this Agreement until expiration of the 45-day period.

4.6 BRYANT'S employment and this Agreement shall terminate automatically upon BRYANT'S death. In this event, the City shall pay the beneficiary designated by BRYANT in writing, or in the absence of such designation, BRYANT'S estate, her accrued and unpaid compensation, and all accrued but unused benefits, if any, through the date of BRYANT'S death.

4.7 If BRYANT becomes disabled and requires accommodation to permit her to perform the essential functions of the position, the City shall provide reasonable accommodation if possible and unless doing so creates undue hardship for the City.

5. Proprietary Information.

"Proprietary Information" is all information and any idea pertaining to any economic development engaged in or contemplated by the City (or any CITY affiliate), including marketing plans and development projects. Proprietary Information shall include, without limitation, trade secrets (as further defined in Uniform Trade Secrets Act, Civil Code §3426 et seq.), ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, and forecasts. During her employment by CITY, BRYANT shall only use Proprietary Information for the benefit of CITY and as is or may be necessary to perform her job responsibilities under this Agreement. Following termination, BRYANT shall not use or disclose any Proprietary Information for the benefit of herself or any third party, except with the express written consent of CITY. BRYANT's obligations under this Section shall survive the termination of her employment and the termination of this Agreement.

6. Conflict Of Interest.

BRYANT represents and warrants to CITY that she presently has no interest, and represents that she will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of her services under this Agreement.

7. General Provisions.

7.1 Vehicle Operation. BRYANT shall operate any vehicle used in connection with the performance of her duties as City Attorney in a safe manner and otherwise in observance of all established traffic safety laws and ordinances and shall maintain a valid California automobile's driver's license during the period of employment. In addition, BRYANT shall maintain in full force and effect during the Term of this Agreement, valid automobile liability insurance providing coverage for collision, personal injury and medical reimbursement, in accordance with the City's Administrative Policy.

7.2 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and at the last known address maintained in BRYANT's personnel file. BRYANT agrees to notify CITY in writing of any change in her address during her employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

City's Notice Address: City of Moreno Valley c/o City Manager
P.O. Box 88005 14177 Frederick Street Moreno Valley, California 92552-0805

City Attorney's Address: [Deliver to last updated address in personnel file]

7.3 Indemnification. Subject to, in accordance with, and to the extent provided by the California Tort Claims Act [Government Code Section 810 *et* seq.] the CITY will indemnify, defend, and hold BRYANT harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission associated with BRYANT's performance of functions, duties and services set forth in this Agreement.

7.4 Bonding. The CITY shall bear the full cost of any fidelity or other bonds required of the City Attorney under any law or ordinance.

7.5 Integration. This Agreement is intended to be the final, complete, and exclusive statement of the terms of BRYANT's employment by CITY. This Agreement supersedes all other prior and

contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of BRYANT, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to BRYANT and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

7.6 Amendments. This Agreement may not be amended, altered or modified, except in a written document signed by BRYANT, approved by the City Council and signed by the Mayor.

7.7 Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

7.8 Assignment. BRYANT shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to BRYANT, assign its rights and obligations hereunder.

7.9 Severability. If a court holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

7.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue proper only in Riverside County, State of California.

7.11 Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit or against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.

7.12 Acknowledgment. BRYANT acknowledges that she has had the opportunity to consult legal counsel in regard to this Agreement, that she has read and understands this Agreement, that she is fully aware of its legal effect, and that she has entered into it freely and voluntarily and based on her own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, the CITY has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested to by its City Clerk, and BRYANT has signed and executed this Agreement, as of the date first indicated above.

Suzanne M. Bryant	Tom Owings, Mayor
Jane Halstead, City Clerk	Jeffrey Freedman Special Counsel to the City

MINUTES - REGULAR MEETING OF APRIL 9, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00196429

MINUTES - REGULAR MEETING OF APRIL 9, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00196431

MINUTES - REGULAR MEETING OF APRIL 9, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00196433

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: APRIL 23, 2013

TITLE: PUBLIC HEARING TO CONSIDER FEE SCHEDULE FOR FISCAL YEAR 2013-14

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a Public Hearing to receive public input on the proposed Fee Schedule for Fiscal Year 2013-14.

2. Adopt Resolution No. 2013-25, approving the Fee Schedule for Fiscal Year 2013-14.

ADVISORY BOARD/COMMISSION RECOMMENDATION

NA

BACKGROUND

The guiding principle behind user fee cost recovery, as established in the California Government Code, is that a jurisdiction is entitled to recover the estimated reasonable cost of providing a service for which a fee is charged, but not to recover more than its estimated reasonable cost. The City's Fee Schedule is based upon this principle.

In 2005, a comprehensive review of the City's user fee structure and cost recovery policies was conducted with the assistance of the consulting firm DMG-Maximus. Building & Safety fees were excluded from this review and are based on an earlier study conducted by DMG-Maximus in 1999. One of the major policy decisions approved by the City Council in 1999, and which has continued to the present, is to adjust user fees

each year based on the year-over-year change in February Consumer Price Index (CPI), All Items, for Los Angeles-Riverside-Orange County. This policy of adjusting fees based on the annual change in CPI provides a mechanism for user fees to be adjusted annually to keep pace with inflationary cost increases incurred by the City without the need for a comprehensive review of fees each year.

It is anticipated that a new fee cost study will be conducted during Fiscal Year 2014 after the completion of a new cost allocation plan. This will provide accurate overhead cost allocation rates which will reflect the current organization structure and activity levels to ensure that full cost recovery is achieved by the City's fee structure.

DISCUSSION

Although the City's user fees, in general, are adjusted based on the annual change in CPI, the annual process for establishing the recommended Fee Schedule provides City departments the opportunity to recommend other actions, as appropriate, with respect to their fees. Department fee recommendations may include a number of different actions including the following:

1. Adding new fees as recommended;

2. Deleting certain fees that are no longer applicable;

3. Moving a certain fee from one department/program to another to reflect changes in program oversight;

4. Revising a fee description to more accurately reflect the nature of the service provided;

5. Recommending a fee adjustment different than CPI if the cost of providing the service has materially changed in the past year; and

6. Recommending a different methodology for charging a given fee to achieve more equitable cost recovery.

In order to ensure consistency among departments, all new fees or fees that are proposed to increase are based on a uniform cost analysis methodology. All fees have been increased by the growth in the Consumer Price Index (CPI) with the exception of any new fees created after November 2, 2010. With the passage of Proposition 26, fees created after November 2, 2010, cannot be increased automatically by CPI. Fees subject to this provision are identified with "See Note 1" in the comment section of the Fee Schedule. If fees were increased by some other factor or if divisions requested that fees not be increased by CPI, a comment will be shown in the comments column identifying this activity. All proposed fee additions, deletions or revisions other than those resulting from the application of the CPI factor have been identified in red text and

the description of the modification will be shown in the comments column to make them more easily identifiable.

The increase in the CPI applied to existing fees is 2.0%. This factor was developed from data released by the Bureau of Labor Statistics (BLS) for the Los Angeles-Riverside-Orange County region and reflects the average growth in the CPI over the twelve month period of December 2011 through November 2012. A twelve month average was used to reduce the impact from spikes that may occur during any given month.

Other revisions to the fee schedule include the following:

Administrative Services

The fees related to dog adoption were left unchanged. This is based on the direction of the City Council to maintain dog adoption fees at levels consistent with other jurisdictions.

Community and Economic Development Department / Building and Safety Division

- The following fees were not increased by CPI but were set to match the fully burdened average hourly rate:
  - Demand Letter
  - Updated Demand Letter
  - Replacement Lien Release

- The following new fees were added:
  - Replacement Job Card
  - Transfer of Issued Permit to New Applicant with Job Card
  - Special Inspector Registration
  - Address Assignment
  - Alternate Means, Methods or Materials Review
  - Counter Plan Check/Site Plan Approval
  - Plan Check (Accessibility, Green Code & Energy Code)
  - Plan Check Solar SV System
  - Plan Check/Permit Extension
  - Revision of Approved Plans
  - Inspections (Accessibility, Green Code, & Energy Code)
  - Training Surcharge (AB 717)
  - Document Archive
  - Technology Maintenance Fee

Community and Economic Development Department / Land Development Division

Fees have been recalculated to capture the cost of the review process performed by Planning Division staff. These services have been provided in the past but were not

included in the fee calculation that was charged. Specific fees that will be increased to include these cost components:

- Lot Line Adjustment
- Certificate of Parcel Merger
- Certificate of Compliance
- Conditional Certificate of Compliance
- Parcel Map Residential & Commercial
- Amended Parcel Map Residential & Non-Residential
- Amended Tract Map
- 4th and Subsequent Reviews
- Subdivisions & Custom Homes
- Tract Maps & Non-Subdivisions
- Revisions (Mass/Rough Grading Plans)
- Stockpile/Borrow Site Plans
- Revisions (Stockpile/Borrow)
- Precise Grading Plan Check Parcel Maps
- Precise Grading Plan Check Tract Maps
- Precise Grading Plan Non-Subdivisions
- Precise Grading Plan Revisions (Precise Grading Plans)

- Added NPDES Construction Inspection Invoice Processing Fee

- Added NPDES Business Inspection Invoice Processing Fee

- Advanced Energy categories have been expanded to better represent potential future street light installations.

Community and Economic Development Department / Planning Division

- The "Fully Burdened Hourly Rate" is being increased from $168.00 to $176.00.

- Fees have been recalculated to capture the cost of the review process performed by Building & Safety and Special Districts Division staff. These services have been provided in the past but were not included in the fee calculation that was charged. Specific fees that will be increased to include these cost components:
  - Conditional Use Permit
  - Conditional Use Permit Amended CUP/Substantial Conformance
  - Custom Home Review
  - Environmental Review-Expanded Initial Study/Expanded Project Review
  - Plot Plan
    - With Hearing
    - Without Hearing (notice)
    - Without Hearing (no notice)
    - Amended Plot Plan/Substantial Conformance
  - Temporary Use Permits

Financial & Management Services Department / Special Districts Division

Added a notation that Mail Ballot/Special Elections Processing fees will include any associated 3rd party costs.

Parks & Community Services

- The following fees are being added:
  - Athletic Field Lighting – Adult Groups at Moreno Valley Community Park
  - Over 4 Hour Play – Field Preparation Weekends
  - Golf Course:
    - Adult 18 Holes Twilight Rate (after 2PM)
    - Adult 9 Holes Twilight Rate (after 2PM)
    - Seniors 55 & Over 18 Holes (after 2PM)
    - Seniors 55 & Over 9 Holes (after 2PM)
    - Students Under 18 -18 Holes Twilight Rate (after 2PM)
    - Students Under 18 - 9 Holes Twilight Rate (after 2PM)
    - Students Under 18 -18 Holes (Weekends, Holiday, Tournament)
    - Students Under 18 - 9 Holes (Weekends, Holiday, Tournament)
    - Replay for Additional 9 Holes
    - Punch Cards
      - Adults, Seniors & Students
        - Ten 9-Hole Rounds (Any Day)
        - Ten 18-Hole Rounds (Mon-Fri)
        - Ten 18-Hole Rounds (Any Day)
  - Facility Rental
    - Fees have been added for the Cottonwood Banquet Room

- The following fees are being deleted:
  - Locker Rentals
  - Youth After School Cards
  - Monthly Cards: Family of 4

Fee Schedule Implementation

The proposed updates to the Fee Schedule are scheduled to become effective Monday, July 1, 2013 to allow for the 60-day waiting period required for increases to development-related fees by Government Code Section 660016-17.

ALTERNATIVES

The following alternatives are available to the City Council:

1. Following the public hearing, adopt Proposed Resolution, approving the proposed Fee Schedule for FY 2013-14.

2. Following the public hearing, modify the proposed Fee Schedule prior to adopting Proposed Resolution.

3. Provide staff with further direction.

Staff recommends Alternative No. 1.

FISCAL IMPACT

User fees included in the City's Fee Schedule generate revenues that enable the City to provide a wide variety of services requested by our constituents. For FY 2013-14, these revenues are projected to be approximately $13 million, which includes the General Fund and various zones in the Community Services District (CSD).

CITY COUNCIL GOALS

Revenue Diversification and Preservation: Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

SUMMARY

It has been City Council's policy to adjust user fees annually to reflect changes in the Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County region. The applicable CPI has increased by 2.0% in the past year and most fees have been adjusted to reflect this increase. Other fee adjustments are recommended, where appropriate, to better reflect the City's actual cost of providing the applicable service, to achieve more equitable cost recovery, or to clarify how fees are applied. It is anticipated that a new fee cost study will be conducted during Fiscal Year 2014 after the completion of a new cost allocation plan. This will provide accurate overhead cost allocation rates which will reflect the current organization structure and activity levels to ensure that full cost recovery is achieved by the City's fee structure. It is recommended that City Council adopt the Proposed Resolution approving the Fee Schedule for FY 2013-14.

NOTIFICATION

The City Council meeting of April 23, 2013, has been properly noticed as a Public Hearing to consider the proposed FY 2013-14 Fee Schedule.

ATTACHMENTS

Attachment 1: Proposed Resolution
Attachment 2: PowerPoint

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00196441

RESOLUTION NO. 2013-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ESTABLISHING SPECIFIED FEES FOR VARIOUS SERVICES FOR FISCAL YEAR 2013-14 AND REPEALING PRIOR RESOLUTIONS THAT MAY BE IN CONFLICT

WHEREAS, the City Council has in the past approved and adopted fee schedules for various services provided by the City for the benefit of a limited number of persons; and

WHEREAS, the cost of rendering such services should be borne by the beneficiaries of such service; and

WHEREAS, data supporting the estimated cost of providing said services has been made available to the City Council and to the public; and

WHEREAS, the City Council has duly considered at a duly noticed public hearing the question of whether or not to modify existing fees and establish new fees for such services, to provide more equitable cost recovery for such services; and

WHEREAS, at said hearing, the City Council duly considered all public comments which were made with respect to said question;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The fee schedule attached as Exhibit "A" hereto is hereby approved and adopted.

2. Where services are performed for the City by another governmental agency, the fees charged by the City shall be adjusted upward or downward to reflect fluctuations, if any, in the price which the City pays to the other government agency for such services. Such adjustments shall be made as the fluctuations occur if imposed upon the City without recourse.

3. All prior enactments of the City Council establishing fees for services, materials, impact and mitigation are hereby repealed to the extent that such enactments establish fees for services, materials and mitigation which are different than the fees established therefore by this Resolution, but shall otherwise remain in full force and effect.

4. All fees established by this Resolution shall, when collected, be paid to the City Treasurer for deposit into the General Fund of the City or into such special funds as may be otherwise required by law.

5. If any provision, clause, sentence or paragraph of this Resolution or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect any other provision or application of the provisions of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are hereby declared to be severable.

6. Each fee or charge set by this Resolution is for the specific process or service to which the fee or charge is related. When a process or service in addition thereto is requested or required, the appropriate additional fee or charge shall be imposed and collected only upon approval of the City Council.

7. When a fee or charge is indicated on a unit basis, a fee or charge for each such unit or portion of a unit associated with the requested or required process or service shall be imposed and collected.

8. If a deposit has been made on account of a fee or charge, and where the deposit is insufficient to pay the later-determined actual fee or charge, the balance due shall be paid to the City before any associated entitlement or permit is issued to the applicant. If the amount of the deposit exceeds the later-determined actual fee or charge, the overage shall be refunded to the applicant, except that an overage of one dollar or less shall not be refunded but shall be transferred to the General Fund of the City.

9. The fees approved, increased and established herein shall become effective July 1, 2013.

APPROVED AND ADOPTED this 23rd day of April, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-25 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 23rd day of April, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00196445

City of Moreno Valley

Schedule of City Fees, Charges and Rates

Fiscal Year 2013-14

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Resolution No. 2013-25
Date Adopted: April 23, 2013

Section 1 - Administrative Services

Animal Services

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Adoption Fee (Does not include the cost for spay/neuter)				
Dogs	Each	$ 31.00	$ 31.00	No Change
Cats	Each	$ 20.00	$ 20.00	
Rabbit, Hamsters and Guinea Pigs	Each	$ 10.00	$ 10.00	
Other Animals *	Each	$ 10.00	$ 10.00	
* Fee for "Other Animals" not to exceed the fair market price				
Deposits (Refundable)				
Rabies Vaccination	Each	$ 20.00	$ 20.00	
Spay & Neuter	Each	$ 75.00	$ 75.00	
Owner Relinquishment				
Dog/Cat*	Each	$ 23.00	$ 23.00	
Dog/Cat-Litter*	Each	$ 23.00	$ 23.00	
Other Domestic*	Each	$ 10.00	$ 10.00	
* Owner may be asked to pay for the cost of spay/neuter and/or vaccines				
** Out of area animals are accepted at the discretion of shelter staff based on adoptability and shelter population				
Owner Requested Companion Pet Euthanasia				
Small/Medium (0-50 lbs)	Each	$ 23.00	$ 23.00	
Medium/Large (> 50 lbs)	Each	$ 27.00	$ 28.00	
Litter (up to 8)	Each	$ 23.00	$ 23.00	
Litter (each add'l >8)	Each	$ 2.00	$ 2.00	
Deceased Animal Disposal				
Small/Medium (0-50 lbs)	Each	$ 18.00	$ 18.00	
Medium/Large (51+ lbs)	Each	$ 23.00	$ 23.00	
Animal Redemption				
1st Impound	Per Animal	$ 26.00	$ 27.00	
2nd Impound	Per Animal	$ 52.00	$ 53.00	
3rd Impound	Per Animal	$ 78.00	$ 80.00	
More than 3 (each occurrence)*	Per Animal	See Note *	See Note *	
Small Livestock **	Per Animal	$ 30.00	$ 31.00	
Large Livestock **	Per Animal	$ 60.00	$ 61.00	
Other (birds, reptiles, etc)	Per Animal	$ 20.00	$ 20.00	
* Impound fee will increase by $50 for each additional occurrence. For example the 4th occurrence would be $125, the 5th occurrence would be $175 etc.				
** Trailering Fee		$ 60.00	$ 61.00	
		+ actual cost for ACO	+ actual cost for ACO	

MV00196447

Section 1 - Administrative Services

Animal Services

			Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Boarding						
	Dogs, Cats & Other		Per Day	$ 6.00	$ 6.00	
	Small Livestock		Per Day	$ 8.00	$ 8.00	
	Large Livestock		Per Day	$ 11.00	$ 11.00	
	Other Small Animals		Per Day	$ 5.00	$ 5.00	
	Special handling fee		Per Animal	$ 21.00	$ 21.00	
	(Special handling relates to call that require additional Animal Control Officers or extraordinary circumstances such as badly decomposed, owned, deceased animals or transportation to a Veterinarian for sick/injured animals.)					
	Re-inspection Fee (Failed compliance on confinement/property inspections)		Per Inspection	$ 51.00	$ 52.00	
Licensing						
	Dog (altered)					
		1 year	Each	$ 15.00	$ 15.00	
		2 year	Each	$ 26.00	$ 27.00	
		3 year	Each	$ 33.00	$ 34.00	
	Dog (unaltered)					
		1 year	Each	$ 51.00	$ 52.00	
		2 year	Each	$ 82.00	$ 84.00	
		3 year	Each	$ 103.00	$ 105.00	
Licensing (cont)	Potentially Dangerous/Vicious		Each	$ 103.00	$ 105.00	
	Economic Hardship* (altered only)		Each	$ 6.00	$ 6.00	
	*Residents must provide proof that they earn 65% of the median income as set by HUD for the County of Riverside.					
	Late Fee		Each	$ 20.00	$ 20.00	
	Transfer Fee		Each	$ 6.00	$ 6.00	
	Lost Tag Replacement		Each	$ 6.00	$ 6.00	
Kennel						
	Class I Dog					
		1 year	Each	$ 134.00	$ 137.00	
		2 year	Each	$ 196.00	$ 200.00	
	Class II Dog					
		1 year	Each	$ 201.00	$ 205.00	
		2 year	Each	$ 261.00	$ 266.00	
	Cattery					
		1 year	Each	$ 134.00	$ 137.00	
		2 year	Each	$ 196.00	$ 200.00	
	Late Fee			$ 64.00	$ 65.00	

Section 1 - Administrative Services

Animal Services

		Unit	Current Fee		Proposed Fee	Comments on Proposed Changes to Fees
Other Services						
	Dog DA2PP Vaccination *	Each	$ 10.00		$ 10.00	
	Cat FVRCP Vaccination **	Each	$ 10.00		$ 10.00	
	Bordatella Vaccination	Each	$ 10.00	**See Note 1**	**$ 10.00**	
	Microchip (Owner to pay AKC registration fee)	Each	$ 16.00		$ 16.00	
	* DA2PP Vaccination- Distemper, Adeno-2, Parvo and Oanfluenza (commonly known as a 5 in 1)					
	** FVRCP Vaccination - Feline Viral Rhinotracheitus (FHV-1), Calicivirus and Panleukopenia (commonly known as a 4 in 1)					
	Trap Rental					
	Cat					
	Trap Rental	per Week	$ 12.00		$ 12.00	No Change
	Refundable Deposit		$ 50.00		$ 50.00	No Change
	Dog					
	Trap Rental	per Week	$ 21.00		$ 21.00	No Change
	Refundable Deposit		$ 150.00		$ 150.00	No Change
	Requests for Information	per Page	$ 0.20		$ 0.20	
	Pet Identification Tags	Each	$5.50 - $7.50		$5.50 - $7.50	
Surcharges						
	Unlicensed Animal	Each	$ 15.00		$ 15.00	
	Un-altered Animal	Each	$ 15.00		$ 15.00	
	Out-of-area Service Request (for non-residents)	Each	$ 26.00		$ 27.00	
	Un-altered Kennel/Cattery	Each	$ 52.00		$ 53.00	
	Owner Field Service Request	Each	$ 15.00		$ 15.00	
	After Hours Emergency Field Response	Each	$ 21.00		$ 21.00	

Section 1 - Administrative Services

Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees

Animal Services

Municipal Code Reference	Violation	Offenses within a 36 month period		
		1st	2nd	3rd
10.02.020 A	Failure to License Dog/Wear License Tag	$50.00	$100.00	$200.00
10.02.020 B	Failure to Vaccinate for Rabies	$50.00	$100.00	$200.00
10.02.040	Failure to License Kennel/Cattery	$100.00	$200.00	$500.00
10.02.130 A-G	Animal Cruelty-Minor Offense	$100.00	$200.00	$500.00
10.02.130 A-G	Animal Cruelty-Major Offense	$200.00	$500.00	
10.02.090 N	Animal Abandonment	$100.00	$200.00	$500.00
10.02.080 A,B	Animal at Large-Altered	$50.00	$100.00	$200.00
10.02.080 A,B	Animal at Large-Unaltered	$100.00	$200.00	$500.00
10.02.080 E	Animal at Large-Threat to Public Safety	$200.00	$500.00	$500.00 (plus removal from City*)
10.02.100	Failure to Provide Proof of Spay/Neuter (spay/neuter deposit forfeited)	$150.00		
10.02.160	Failure to Comply with Public Nuisance Remedial Requirements	$100.00	$200.00	$500.00
10.02.240-270	Failure to Comply with Requirements for Potentially Dangerous or Vicious Animals	$500.00	$500.00	(plus removal from City*)
10.02.120	Failure to Quarantine/Produce the Animal/Concealing Information	$100.00	$200.00	$500.00
10.02.110	Barking Dog	$100.00	$200.00	$500.00
10.02.140 C,D	Interference with ACE or Tampering with Animal/Equipment	$100.00	$200.00	$500.00
10.02.010	Failure to Pay for Services Rendered or Outstanding Fees	$50.00	(plus outstanding balance)	
H&S 122335	Dog Tethering Violation	$50.00	$100.00	$200.00
122220	Violation of Pet Protection Act (Businesses/Commercial Breeding)	$50.00	$200.00	$500.00

* 10.20.160 B.8 Public Nuisance-Prohibit or regulate the acquiring and keeping within the city specified animals for a period of up to five years.

Note 1 - Any fees added to the Fee Schedule after November 2010 may not be automatically increased by CPI based on legal interpretation of Prop 26. This ruling does not include fees related to recreation programs, facility rental or utility operations.

Item No. E.1

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MV00196450

Section 1 - Administrative Services

Library

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Replacement Library Card	Each	$ 2.00	$ 2.00	
Inter-Library Loan Overdue	per Day	$ 2.00	$ 2.00	
Floppy Disks (blank)	Each	$ 1.00	$ 1.00	
Flash Drives & Earbuds	Each	Actual Cost		
Replacement Bar Code	Each	$ 1.00	$ 1.00	
Account Printout	per Page	$ 0.20	$ 0.20	
Printing - Black & White	per Page	$ 0.20	$ 0.20	
Printing - Color	per Page	$ 0.75	$ 0.75	
Copies - Black & White	per Page	$ 0.15	$ 0.15	
Faxes				
Send/Receive Public Faxes - Local	per Page	$ 1.00	$ 1.00	
Domestic Long Distance Faxes	per Page	$ 2.00	$ 2.00	
International Long Distance Faxes	per Page	$ 3.00	$ 3.00	
Exam Proctoring	per Exam	$ 15.00	$ 15.00	
Lost Materials	per Item	Actual Cost +	Actual Cost +	
Lost Material Processing	per Item*	$ 10.00	$ 10.00	
* Except for uncataloged paperbacks, no processing fee				
Fines				
Overdue Books				
Adult	per Item per Day	$ 0.50	$ 0.50	
Children	per Item per Day	$ 0.25	$ 0.25	
Overdue Videos, Kits & Book Club Bags	per Item per Day	$ 1.00	$ 1.00	
Overdue CDs	per Item per Day	$ 0.50	$ 0.50	
Overdue Audiocassettes	per Item per Day	$ 0.50	$ 0.50	

Section 2 - City Clerk

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Agenda Subscription	per Year	$ 106.00		$ 108.00		
Certification of Public Records	Each	$ 6.00		$ 6.00		
Minutes Subscription	per Year	$ 106.00		$ 108.00		
Municipal Code and Code Supplements	per Page	$ 0.20	+mailing costs	$ 0.20	+mailing costs	
Nomination Papers Filing Fee	Each	$ 25.00	Pursuant to §10228 of the CA Elections Code	$ 25.00	Pursuant to §10228 of the CA Elections Code	
Notice of Intent Filing Fee	Each	$ 200.00	Pursuant to § 9202 of the CA Elections Code	$ 200.00	Pursuant to § 9202 of the CA Elections Code	
Audio Tape Recordings of Council Meetings	per Tape	$ 2.00		$ 2.00		
Fair Political Practices Commission (FPPC)	per Page	$ 0.10		$ 0.10		

Section 3 - City Manager

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Cable TV Administration and Production				
Video Recordings of Council Meetings	per Tape	$ 6.00	$ 6.00	
Recordings of Council Meetings on DVD	per DVD	$ 2.00	$ 2.00	
Recording of Council Meetings on CD (Audio only MP3 file)	per CD	$ 2.00	$ 2.00	

Section 4 - Community & Economic Development

Building and Safety

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Water Heater Permit	Each	$ 60.00	$ 60.00	
Water Heater Permit Re-inspection	Each	$ 60.00	$ 60.00	
Residential Tract Unit				
Note: Residential tract plan check fees and residential tract housing inspection fees are based on the following tables:				
1 Story Permit				
<= 1,400 sq ft		$ 471.00	$ 480.00	
> 1,400 sq ft	per 50 sq ft	$ 7.38	$ 7.53	
1 Story Plan Check				
<= 1,400 sq ft		$ 667.00	$ 680.00	
> 1,400 sq ft	per 50 sq ft	$ 6.78	$ 6.92	
1.5 Story Permit				
<= 1,400 sq ft		$ 545.00	$ 556.00	
> 1,400 sq ft	per 50 sq ft	$ 8.32	$ 8.49	
1.5 Story Plan Check				
<= 1,400 sq ft		$ 824.00	$ 840.00	
> 1,400 sq ft	per 50 sq ft	$ 8.93	$ 9.11	
2 Story Permit				
<= 1,400 sq ft		$ 662.00	$ 675.00	
> 1,400 sq ft	per 50 sq ft	$ 9.24	$ 9.42	
2 Story Plan Check				
<= 1,400 sq ft		$ 824.00	$ 840.00	
> 1,400 sq ft	per 50 sq ft	$ 8.93	$ 9.11	
~~Identical Unit Plan Check~~ Site Plan Approval Tract Only	per Unit	$ 91.00	$ 93.00	

Item No. E.1

-407-

MV00196454

Section 4 - Community & Economic Development

Building and Safety

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Structural Alterations-Plan Check-Per Option				
1 Story				
<= 1,400 sq ft		$ 386.00	$ 394.00	
> 1,400 sq ft	per 50 sq ft	$ 3.10	$ 3.16	
1.5 Story				
<= 1,400 sq ft		$ 407.00	$ 415.00	
> 1,400 sq ft	per 50 sq ft	$ 4.62	$ 4.71	
2 Story				
<= 1,400 sq ft		$ 407.00	$ 415.00	
> 1,400 sq ft	per 50 sq ft	$ 4.62	$ 4.71	
Non-Structural Alterations-Plan Check-Per Option				
1 Story				
<= 1,400 sq ft		$ 162.00	$ 165.00	
> 1,400 sq ft	per 50 sq ft	$ 1.54	$ 1.57	
1.5 Story				
<= 1,400 sq ft		$ 201.00	$ 205.00	
> 1,400 sq ft	per 50 sq ft	$ 2.15	$ 2.19	
2 Story				
<= 1,400 sq ft		$ 201.00	$ 205.00	
> 1,400 sq ft	per 50 sq ft	$ 2.15	$ 2.19	

Building Permit Fees

1997 Uniform Administrative Code fees

Building Plan Check Fees

When building plans are required by the Building Official, plan check fees shall be equal to the building permit fee (100%) and shall be paid at the time of submitting plans, excluding the permit issuance fee.

Section 4 - Community & Economic Development

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees

Building and Safety

Electrical Permit Fees

1997 Uniform Administrative Code fees

Note: An Electrical Permit Fee is separate from, and in addition to, the fee for any other permit which may be required by other code provisions.

Electrical Plan Check Fees

Whenever electrical plans are required by the Building Official, plan check fees shall be equal to the electrical permit (100%) and shall be paid at the time of submitting plans, excluding the permit fee.

Mechanical Permit Fees

1997 Uniform Administrative Code fees

Note: A mechanical permit fee is separate from, and in addition to, the fee for any other permit, which may be required by other code provisions.

Mechanical Plan Check Fees

Whenever mechanical plans are required by the Building Official, plan check fees shall be equal to the electrical permit (100%) and shall be paid at the time of submitting plans, excluding the permit fee.

Plumbing Permit Fees

1997 Uniform Administrative Code fees

Note: A plumbing permit fee is separate from, and in addition to, the fee for any other permit, which may be required by other code provisions.

Plumbing Plan Check Fees

Whenever plumbing plans are required by the Building Official, plan check fees shall be equal to the (100%) and shall be paid at the time of submitting plans, excluding the permit fee.

Pool and Spa Permit Fees

1997 Uniform Administrative Code

Section 4 - Community & Economic Development

Building and Safety

Pool and Spa Plan Check Fees

Whenever specific plans are required by the Building Official, plan check fees shall be equal to the electrical permit (100%) and shall be paid at the time of submitting plans, excluding the permit fee.

Note: These fees do not include the permit fees for any parts of the pool and spa system which are subject to the requirements of other applicable codes.

Miscellaneous Fees

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Minimum Permit Fee	Each	$ 154.00	$ 157.00	
Permit Issuance	Fee	$ 33.00	$ 34.00	

Investigation Fees

For work that is under construction for which no permit has been obtained, the investigation fee shall be equal to the value set forth in this Resolution for permit fees (building, electrical, mechanical, plumbing, etc). Plan check fees may be assessed as directed by the Building Official.

Research/ Administration Fee				
First 15 minutes		No charge		
Each additional 30 minutes or fraction thereof		$ 77.00	$ 79.00	
Re-inspection fees approved by the Building Official	per Hour	$ 154.00	$ 157.00	
Inspections for which no fee is specifically identified	per Hour	$ 154.00	$ 157.00	
Additional plan review required by changes, additions or revisions to approved plans or incomplete plan check re-submittal after 3 reviews	per Hour	$ 154.00	$ 157.00	
Inspection outside of normal business hours (2 hr min)	per Hour	$ 154.00 *	$ 157.00 *	

* Or the fully burdened hourly rate cost to the City, whichever is greater

Section 4 - Community & Economic Development

	Unit	Current Fee	Proposed Fee		Comments on Proposed Changes to Fees
Building and Safety					
Premium Inspection - During business hours (Inspection provided within 2 hours after payment)	per Hour	$ 154.00	$ 157.00		
Certificate of Occupancy Inspection	Each	$ 185.00	$ 189.00		
Temporary Certificate of Occupancy		No Charge	No Charge		Note 1
Up to and including first 30 days					
Each subsequent 30 day period (Due in Advance)		$ 616.00	$628.00		Note 1
Demand Letter (1 hr min)	per Hour	$ 154.00	$157.00	Actual time spent	Note 1
Updated Demand Letter (30 minute min)	per Hour	$ 154.00	$157.00	Actual time spent	Note 1
Lien Release - Initial Preparation		No Charge	No Charge		Note 1
Replacement Lien Release					
within 60 days of initial preparation		$ 77.00	$79.00		Note 1 (DEPT REQ)
more than 60 days from initial preparation		$ 154.00	$157.00		Note 1 (DEPT REQ)
Replacement Job Card			$39.25		NEW
Transfer of Issued Permit to New Applicant with Job Card			$39.25		NEW
Special Inspector Registration					
Initial Registration			$39.25		NEW
Renewal/ Addition of Certification			$15.70		NEW
Address Assignment					
1st Assignment (min 30 minute)			$78.50		NEW
2nd through 10th (add)			$78.50		NEW
Each Additional (add)			$39.25		NEW
Alternate Means, Methods or Materials Review	DEPOSIT		$628.00	Actual charge is "fully burdened" rate charge	NEW
Counter Plan Check/Site Plan Approval (min 15 minutes)	per Hour		$157.00		NEW
Plan Check					
Accessibility			10% of Plan Check Fee		NEW
Green Code			10% of Plan Check Fee		NEW
Energy Code			10% of Plan Check Fee		NEW
Plan Check Solar PV System			$106.50		NEW
Plan Check/Permit Extension			$15.70		NEW
Revision of Approved Plans (min 1 hour)	per Hour		$157.00		NEW
Inspections					

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Section 4 - Community & Economic Development

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Building and Safety				
Accessibility			10% of Inspection Fee	NEW
Green Code			10% of Inspection Fee	NEW
Energy Code			10% of Inspection Fee	NEW
Training Surcharge (AB 717)			$3.40	NEW
Document Archive Fee				
No Plan Check Documents	per Permit		$3.40	NEW
With Plan Check Documents	per Permit		10% of Plan Check Fee	NEW
Technology Maintenance Fee			$3.40	NEW
Construction Valuation Will Be Based on the Latest ICC Valuation Table				

Note 1 - Any fees added to the Fee Schedule after November 2010 may not be automatically increased by CPI based on legal interpretation of Prop 26. This ruling does not include fees related to recreation programs, facility rental or utility operations.

Section 4 - Community & Economic Development

Code and Neighborhood Services

	Unit	Current Fee			Proposed Fee		Comments on Proposed Changes to Fees
Re-inspection Fee for Failed Compliance	Each	$ 188.00			$ 192.00		
Nuisance Abatement Administrative Fee							
Level 1 (4 hrs or less)	Each	$ 250.00			$ 255.00		
Level 2 (more than 4 hrs)	Hourly	$ 92.00			$ 94.00		
Removal of Signs in Right-of-Way							
Sign Removal	Each	$ 26.00			$ 27.00		
Surcharge on signs requiring special equipment or additional labor to remove	Each	$ 55.00	or actual cost of removal whichever is greater		$ 56.00	or actual cost of removal whichever is greater	
Lost or Stolen Parking Ticket Recovery	Each	$ 11.00			$ 11.00		
Drive-off Parking Violation	Each	$ 18.00			$ 18.00		
Department of Motor Vehicle (DMV) Hold	Each	$ 10.00	or current DMV rate		$ 10.00		
Certificate of Correction		$ 147.00			$ 150.00		
Rotational Tow Service Program							
Application	Each	$ 2,939.00			$2,998.00		
Agreement	Deposit	$ 5,000.00	Actual charge is "fully burdened" rate charge		$5,000.00	Actual charge is "fully burdened" rate charge	
Rotational Tow Vehicle Release Fee	Each	$ 77.00			$ 79.00		
Demand Letter (1 hr min)	per Hour	$ 154.00	Actual time spent	Note 1	$154.00	Actual time spent	
Updated Demand Letter (30 minute min)	per Hour	$ 154.00	Actual time spent	Note 1	$154.00	Actual time spent	
Lien Release - Initial Preparation		No Charge		Note 1	No Charge		
Replacement Lien Release							
within 60 days of initial preparation		$ 77.00		Note 1	$77.00		
more than 60 days from initial preparation		$ 154.00		Note 1	$154.00		

Note 1 - Any fees added to the Fee Schedule after November 2010 may not be automatically increased by CPI based on legal interpretation of Prop 26. This ruling does not include fees related to recreation programs, facility rental or utility operations.

Section 4 - Community & Economic Development

Land Development

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
LEGAL AND OTHER DOCUMENTS				
Fee Includes Three (3) Reviews, Unless Otherwise Noted				
Lot Line Adjustment	Each	$ 973.00	$ 1,168.00	SEE NOTE 2
Certificate of Parcel Merger	Each	$ 973.00	$ 1,168.00	SEE NOTE 2
Certificate of Correction	Each	$ 488.00	$ 498.00	
Certificate of Compliance	Each	$ 788.00	$ 980.00	SEE NOTE 2
Conditional Certificate of Compliance	Each	$ 1,224.00	$ 1,424.00	SEE NOTE 2
Street Vacation				
Summary	Each	$ 1,184.00	$ 1,208.00	
Full	Each	$ 3,930.00	$ 4,009.00	
Condemnation				
Initial Processing Deposit	Deposit	$ 5,000.00	$ 5,000.00	
Right-of-Way Acquisition and Processing (minimum fee)	Deposit (per lot)	$ 5,000.00	$ 5,000.00	
		Amount determined by City Engineer. Not to exceed total City cost.	Amount determined by City Engineer. Not to exceed total City cost.	
Document Review and Processing				
Minor Documents (Staff Reports, Offers of Dedication, Easement Deeds, Grant Deeds, Centerline Tie Sheets, Public Improvement Agreements, partial Security Reduction, etc) (For 2 Reviews)	Each	$ 782.00	$ 798.00	
Major Documents (DIF/TUMF Actual cost verification, etc)	Each	Amount determined by City Engineer. Not to exceed total City cost.	Amount determined by City Engineer. Not to exceed total City cost.	
Public Improvement Agreement (Extension)	Each	$ 914.00	$ 932.00	
Security Release/Exoneration	Each	$ 1,760.00	$ 1,795.00	
Assurance of Construction (Grading, Damage and Minor Construction Securities)	Deposit	Security amount determined by City Engineer	Security amount determined by City Engineer	

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Land Development

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
MAP CHECKING				
Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted				
Parcel Map Residential ~~and Tract Map~~	Each ~~per Lot~~	$ 4,011.00 + ~~$ 42.00~~	$ 4,771.00	SEE NOTE 2 DELETE
Parcel Map Non-Residential	Each	$ 4,011.00 +	$ 5,108.00	SEE NOTE 2
Tract Map	Each per Lot	$ 4,011.00 + $ -	$ 5,108.00 $ 43.00	SEE NOTE 2
4th and Subsequent Reviews (Parcel and Tract)	per Sheet, per Review	$ 197.00	$ 289.00	SEE NOTE 2
Amended Map Residential	Each	$ 2,241.00	$ 2,966.00	SEE NOTE 2
Amended Map Non-Residential	Each	$ 2,241.00	$ 3,303.00	SEE NOTE 2
Amended Tract Map	Each	$ 2,241.00	$ 3,303.00	SEE NOTE 2
4th and Subsequent Reviews (Parcel and Tract)	per Sheet, per Review	$ 197.00	$ 289.00	SEE NOTE 2
Reversion to Acreage	Each	$ 1,699.00	$ 1,733.00	
Monument Review Field		5% of Bond or $415 min	5% of Bond or $415 min	
Survey Monument Restoration (Two Reviews, Per Set)	Each	$ 267.00	$ 272.00	
IMPROVEMENT PLAN CHECK (Includes but is not limited to Street Improvements, Storm Drain, Water, Sewer, etc Plans)				
Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted				
<= $100,000 of Engineer's estimate Plus		4.00% +	4.00% +	
$100,001-$250,000 of Engineer's estimate Plus		3.00% +	3.00% +	
> $250,000 of Engineer's estimate		2.50%	2.50%	
On-site Improvements (For non-single family residential, based on Engineer's estimate)		1.00%	1.00%	
4th and Subsequent Reviews (Improvement Plans minimum fee)	per Sheet, per Review	$ 258.00	$ 263.00	
		or amount determined by the City Engineer. Fee not to exceed total City cost.	or amount determined by the City Engineer. Fee not to exceed total City cost.	
Revisions (Improvement Plans)				
Minor (Including As-Builts, minimum fee*)	per Sheet, per Review	$ 271.00	$ 276.00	
Major (minimum fee)	per Sheet, per Review	$ 279.00 Amount determined by the City Engineer. Fee not to exceed total City	$ 285.00 Amount determined by the City Engineer. Fee not to exceed total City cost.	

* For As-Builts with no changes, a one sheet fee is required.

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Land Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
MASS/ROUGH GRADING PLAN CHECK						
Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted						
Parcel Map Subdivisions and Custom Homes						
0-5,000 CY		$ 2,004.00		$ 2,724.00		SEE NOTE 2
5,001-100,000 CY Plus		$ 2,004.00	+	$ 2,724.00	+	SEE NOTE 2
Each Additional 5,000 CY or portion thereof over 5,000 CY (prorated per cubic yard)		$ 331.00		$ 338.00		
> 100,000 CY Plus		$ 8,293.00	+	$ 9,146.00	+	SEE NOTE 2
Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)		$ 111.00		$ 113.00		
Tract Maps & Non Subdivisions						
0-5,000 CY		$ 2,004.00		$ 3,061.00		SEE NOTE 2
5,001-100,000 CY Plus		$ 2,004.00	+	$ 3,061.00	+	SEE NOTE 2
Each Additional 5,000 CY or portion thereof over 5,000 CY (prorated per cubic yard)		$ 295.00		$ 338.00		DEPT REQ
> 100,000 CY Plus		$ 7,609.00	+	$ 9,483.00	+	SEE NOTE 2
Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)		$ 73.00		$ 113.00		
4th and Subsequent Reviews (Mass/Rough Grading Plans)	per Sheet, per Review	$ 215.00		$ 307.00		SEE NOTE 2
Revisions (Mass/Rough Grading Plans)						
Minor (Including As-Builts, minimum fee*)	per Sheet, per Review	$ 257.00		$ 350.00		SEE NOTE 2
Major (minimum fee)	per Sheet, per Review	$ 306.00		$ 400.00		SEE NOTE 2
* For As-Builts with no changes, a one sheet fee is required.						
STOCKPILE/BORROW SITE PLAN						
Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted						
0-5,000CY		$ 607.00		$ 795.00		SEE NOTE 2
5,001-100,000 CY		$ 1,049.00		$ 1,246.00		SEE NOTE 2
> 100,000 CY		$ 1,456.00		$ 1,661.00		SEE NOTE 2
4th and Subsequent Reviews (Stockpile/Borrow Plans)	per Sheet, per Review	$ 215.00		$ 307.00		SEE NOTE 2
Revisions (Stockpile/Borrow Plans)						
Minor	per Sheet, per Review	$ 257.00		$ 350.00		SEE NOTE 2
Major (minimum fee)	per Sheet, per Review	$ 306.00		$ 400.00		SEE NOTE 2
		Actual amount determined by the City Engineer. Fee not to exceed total City cost.		Actual amount determined by the City Engineer. Fee not to exceed total City cost.		

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Land Development

PRECISE GRADING PLAN CHECK

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
~~Parcel Map~~ **Subdivisions and Custom Homes Plus**	Each	$ 1,909.00 +	~~$ 2,627.00~~ +	SEE NOTE 2
	per Lot	$ 73.00	$ 74.00	
~~Tract Maps~~	Each		~~$ 2,964.00~~ +	SEE NOTE 2
	per Lot	$ 73.00	$ 74.00	
Non Subdivisions				
~~On-site Improvement Plan Check Fee~~				
0-5,000CY		$ 1,910.00	~~$ 2,965.00~~	SEE NOTE 2
5,001-100,000 CY Plus		$ 1,910.00 +	~~$ 2,965.00~~ +	SEE NOTE 2
Each Additional 5,000 CY or portion thereof over 5,000 CY (prorated per cubic yard)		$ 295.00	$ 301.00	
> 100,000 CY Plus		$ 7,515.00 +	~~$ 8,684.00~~ +	SEE NOTE 2
Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)		$ 73.00	$ 74.00	
4th and Subsequent Reviews (Precise Grading Plans)	per Sheet, per Review	$ 227.00	~~$ 326.00~~	SEE NOTE 2
Revisions (Precise Grading Plans)				
Minor (Including As-Builts, minimum fee*)	per Sheet, per Review	$ 257.00	~~$ 350.00~~	SEE NOTE 2
Major (minimum fee)	per Sheet, per Review	$ 306.00	~~$ 400.00~~	SEE NOTE 2
* For As-Builts with no changes, a one sheet fee is required.		Actual amount determined by the City Engineer. Fee not to exceed total City cost.	Actual amount determined by the City Engineer. Fee not to exceed total City cost.	

STORM WATER MANAGEMENT PLAN CHECK

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

Water Quality Basins (SFR Projects) (Civil Drawings)	Per Sheet	$ 1,499.00	$ 1,529.00
Water Quality Treatment (Non SFR Projects) (Civil Drawings)	Per Sheet	$ 1,499.00	$ 1,529.00
4th and Subsequent Reviews (Civil Drawings)	per Sheet, per Review	$ 257.00	$ 262.00
Water Quality Basin Landscaping (Landscape Drawings)			
Base Fee (7 sheets Maximum)		$ 6,158.00	$ 6,281.00
Each Additional Sheet		$ 863.00	$ 880.00
4th and Subsequent Reviews (Landscape Drawings)	per Sheet, per Review	$ 185.00	$ 189.00
Hydrology & Hydraulic Calculations for Treatment Control Devices	Each	$ 483.00	$ 493.00
Storm Water Pollution Prevention Plan (SWPPP) Document Review	Each	$ 681.00	$ 695.00

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Section 4 - Community & Economic Development

Land Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
STUDIES						
Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted						
Flood Plain (CLOMR/LOMR)						
1-10 Acres (Tributary)	Each	$ 3,516.00		$ 3,516.00		No Change
Over 10 Acres	Each	$ 3,516.00	+	$ 3,516.00	+	No Change
Each Acre over 10 Acres	per Acre	$ 21.00		$ 21.00		
Drainage (Hydrology/Hydraulics)						
0-50 Acres (Tributary)	per Acre	$ 50.00	$450 minimum	$ 51.00	$450 minimum	
51-100 Acres Plus	Each	$ 2,500.00	+	$ 2,500.00	+	
Each Additional Acre over 50	per Acre	$ 6.00		$ 6.00		No Change
101-1,000 Acres Plus	Each	$ 2,800.00	+	$ 2,800.00	+	
Each Additional Acre over 100	per Acre	$ 4.00		$ 4.00		No Change
Over 1,000 Acres Plus	Each	$ 6,400.00	+	$ 6,400.00	+	
Each Additional Acre over 1,000	per Acre	$ 1.00		$ 1.00		No Change
4th and Subsequent Review	Each Review	Total City Cost		Total City Cost		
Preliminary Drainage Study (Entitlement Stage)	Each	$ 483.00		$ 493.00		
Preliminary Water Quality Management Plan (P-WQMP)						
WQMP Preliminary Document Review						
First Two Reviews Only (Consultant and Admin)		$ 971.00		$ 990.00		
Third and Subsequent Reviews (Fee for Consultant Only)	Each Review	$ 334.00		$ 341.00		
All Meetings	per Hour	$ 260.00		$ 265.00		
All Teleconferences	per Hour	$ 156.00		$ 159.00		
Final Water Quality Management Plan (F-WQMP)						
WQMP Final Document Review						
(Initial fee includes Document Review, Teleconferences and Meetings)						
Basic Review (Maximum 2 Reviews and 2 Meetings)		$ 1,141.00		$ 1,164.00		
(Applies to Hillside Residential ≤ 9 Units)						
Subsequent Reviews	Each Review	$ 779.00		$ 795.00		
Subsequent Meetings	per Hour	$ 260.00		$ 265.00		
Subsequent Teleconferences	per Hour	$ 156.00		$ 159.00		
Standard Review (Maximum 2 Reviews and 2 Meetings)		$ 4,458.00		$ 4,547.00		
(Applies to Residential ≤ 50 Units; Commercial ≤ 2 Acres; Industrial ≤ 1 Acre; Automotive ≤1 Acre; Restaurants ≤ 1 Acre; Hillside Development ≤ 1 Acre (Except Hillside Residential ≤ 9 Units); and Parking Lots ≤ 2 Acres)						
Subsequent Reviews	Each Review	$ 1,496.00		$ 1,526.00		
Subsequent Meetings	per Hour	$ 260.00		$ 265.00		
Subsequent Teleconferences	per Hour	$ 156.00		$ 159.00		

Section 4 - Community & Economic Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Land Development						
STUDIES (CONT)						
Complex Review (Maximum 3 Reviews and 3 Meetings)		$ 6,422.00		$ 6,550.00		
(Applies to MFR or SFR > 50 Units; Commercial > 2 Acres; Industrial > 1 Acre; Automotive > 1 Acre; Restaurants > 1 Acre; Hillside Development > 1 Acre (Except Hillside Residential ≤ 9 Units); and Parking Lots > 2 Acres)						
Subsequent Reviews	Each Review	$ 1,896.00		$ 1,934.00		
Subsequent Meetings	per Hour	$ 260.00		$ 265.00		
Subsequent Teleconferences	per Hour	$ 156.00		$ 159.00		
OTHER PLAN CHECK FEES						
Underground Overhead Utilities						
Underground of Utilities Administration Fee Plus		$ 73.00	+	$ 74.00	+	
Underground of Utilities In-Lieu Fee	per Linear Foot	$ 203.00		$ 207.00		
(In accordance with Development Code 9.14.130)						
IMPROVEMENT PLAN INSPECTION						
Grading						
Mass, Rough, Precise, Stockpile or Borrow Grading Inspection (All projects)						
0-100 CY		$ 662.00		$ 675.00		
101-1,000 CY Plus		$ 662.00	+	$ 675.00	+	
Each Additional 100 CY or portion thereof over 100 CY (prorated per cubic yard)		$ 124.00		$ 126.00		
1,001-10,000 CY Plus		$ 1,778.00	+	$ 1,809.00	+	DEPT REQUESTED
Each Additional 1,000 CY or portion thereof over 1,000 CY (prorated per cubic yard)		$ 406.00		$ 414.00		
10,001-100,000 CY Plus		$ 5,432.00	+	$ 5,535.00	+	DEPT REQUESTED
Each Additional 10,000 CY or portion thereof over 10,000 CY (prorated per cubic yard)		$ 369.00		$ 376.00		
> 100,000 CY Plus		$ 8,753.00	+	$ 8,919.00	+	DEPT REQUESTED
Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)		$ 331.00		$ 338.00		
Improvements						
Improvement Plan (Offsite Public Improvements, Per Project)						
< $100,000 of Engineers estimate Plus		4.00%	+	4.00%	+	
$100,000-$250,000 of Engineers estimate Plus		3.00%	+	3.00%	+	
> $250,000 of Engineers estimate		2.50%		2.50%		
Onsite Improvements (Based on Engineer's estimate)		1.00%		1.00%		
Re-inspection	Each	$ 449.00		$ 458.00		
Holidays, Weekends and Night Inspections (Based on staff availability)	per Hour*	$ 79.00	Straight Time	$ 79.00	Straight Time	
	*minimum of 2 hour	$ 96.00	Over Time	$ 96.00	Over Time	

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Land Development

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
STORM WATER MANAGEMENT INSPECTION				
Storm Water Pollution Abatement Program				
Projects Under Construction				
Construction Site Inspection		$ 418.00	$ 426.00	
NPDES Construction Inspection Invoice Processing		$ -	$ 19.00	NEW
Existing Businesses				
NPDES Industrial Site Initial Inspection	Each	$ 468.00	$ 477.00	
Follow-up Compliance Inspection	Each	$ 220.00	$ 224.00	
NPDES Commercial Site Initial Inspection	Each	$ 344.00	$ 351.00	
Follow-up Compliance Inspection	Each	$ 220.00	$ 224.00	
NPDES Restaurant Initial Inspection (CAP)	Each	$ 281.00	$ 287.00	
Follow-up Compliance Inspection	Each	$ 220.00	$ 224.00	
NPDES Business Inspection Invoice Processing		$ -	$ 19.00	NEW
Water Quality Basin Landscape Inspection				
0-1 Acre		$12,319.00	$ 12,565.00	
1-1.5 Acres		$14,167.00	$ 14,450.00	
1.5-2 Acres		$16,014.00	$ 16,334.00	
2-2.5 Acres		$17,863.00	$ 18,220.00	
Each additional 1/2 Acre > 2.5 Acres	per 1/2 Acre	$ 1,847.00	$ 1,884.00	
PENALTY FEES				
Inspection and Testing work in Right-of-Way without Encroachment Permit		$ 626.00	$ 639.00	
Failure to Schedule Inspection Prior to Performing Work *		$ 126.00	$ 129.00	
* Penalty Fee to be determined by the City Engineer. Listed amount for the first offense and not to exceed $500 for each subsequent offense.				
PERMITS - ADMINISTRATION FEES				
Grading or Inspection: Permit Issuance	Each	$ 85.00	$ 87.00	
Construction Permit Issuance	Each	$ 85.00	$ 87.00	
Newspaper Rack Annual Permit Issuance	Each	$ 85.00	$ 87.00	
Annual Utility Blanket Permit Administration	Each	$ 85.00	$ 87.00	
Second Driveway Approach Application	Each	$ 85.00	$ 87.00	

Section 4 - Community & Economic Development

Land Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
PERMITS - INSPECTION FEES						
Concrete Sidewalk						
0-100 Linear Feet	Each	$ 69.00	+	$ 70.00	+	
> 100 Linear Feet	per Linear Foot	$ 1.00		$ 1.00		
Parkway Drains	Each	$ 150.00		$ 153.00		
Residential Curb Core (2 maximum per lot)	per Lot	$ 81.00		$ 83.00		
Driveways						
Commercial	Each	$ 150.00		$ 153.00		
Residential	Each	$ 211.00		$ 215.00		
Excavation-Street Crossing	per Linear Foot	$ 2.00	$232 min	$ 2.00		
Excavation Parallel Trench	per Linear Foot	$ 0.50	$232 min	$ 0.50		
Small Bore Potholes (12" Diameter Maximum)	Each	$ 27.00		$ 28.00		
All Other Potholes	Each	$ 80.00		$ 82.00		
Bores/Splice Pits	Each	$ 54.00		$ 55.00		
Non-Retaining Wall	Each	$ 150.00		$ 153.00		
Fence	Each	$ 150.00		$ 153.00		
Newspaper Rack Installation	Each	$ 54.00		$ 55.00		
Utility Blanket Permit Individual Location Inspection	Each	$ 15.00		$ 15.00		
Miscellaneous Inspections (Based on staff availability)	per Hour*	$ 79.00	Straight Time	$ 79.00	Straight Time	
	*minimum of 1 hour	$ 96.00	Over Time	$ 96.00	Over Time	
OTHER PERMITS						
Application Fee for Special Events, (Including Permit to Conduct a Parade or other event within Public Property or Street Right-of-Way.)	Each	$ 213.00		$ 217.00		
Block Party Permit Processing	Each	$ 85.00		$ 87.00		
Flood Plain Determination (Community Rating System)	per Lot	$ 21.00		$ 21.00		
Elevation Certification (Mobile Home Park)	Each	$ 161.00		$ 164.00		

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Section 4 - Community & Economic Development

Land Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
OTHER FEES						
Advanced Energy Fees						
Street Light(s) -Zone B (Residential and Zone C (Arterial & Intersections)						
Administration Fee		$ 420.00		$ 428.00		
~~Zone B~~ 100w HPSV or equivalent (9,500 Lumens)	Each	$ 637.00		$ 621.00		DECREASE
~~Zone C~~ 200w HPSV or equivalent (22,000 Lumens)	Each	$ 700.00		$ 680.00		DECREASE
250w HPSV or equivalent*				$ 705.00		NEW
100w LED or equivalent				$ 655.00		NEW
145w LED or equivalent*				$ 706.00		NEW

* The fee for any street light installation which may exceed the identified wattages (w), as denoted above will be determined by the Special Districts Division. Fee is not to exceed actual City Cost.

Area Drainage Plan Fee	Established by and payable to the County of Riverside Flood Control District					
MISCELLANEOUS LAND DEVELOPMENT FEES						
City of Moreno Valley Book of Standard Drawings	Each	$ 47.00		$ 48.00		
Research of Records, Files, etc.						
Technical	per Hour *	$ 87.00	+reproduction costs	$ 87.00	+reproduction costs	
Professional	per Hour *	$ 142.00	+reproduction costs	$ 145.00	+reproduction costs	
	* minimum of 1/2 hour					
In-house Reproduction costs of Engineered Plan Sheets (Large Format)	per Sq Ft	$ 1.00		$ 1.00		

NOTE 2: These Land Development fees have been modified to include the costs related to the Planning Division that should be reflected in these services.

Section 4 - Community & Economic Development

Planning

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Annexation Process and Environmental Review	Deposit	$ 5,000.00	Actual charge is "fully burdened" rate charge	$ 5,000.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Appeal		$ 750.00		$ 750.00		NO CHANGE
Change of Zone	Deposit	$ 3,500.00	Actual charge is "fully burdened" rate charge	$ 3,500.00	Actual charge is "fully burdened" rate charge	
Conditional Use Permit		$ 10,562.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	$10,926.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	SEE NOTE 3
Conditional Use Permit: Admin & Existing Structure		$ 6,240.00	Plus applicable notice and posting fees	$ 6,365.00		
Conditional Use Permit (Com/Ind)	per Acre	$ 65.00		$ 91.00		DEPT REQ
Conditional Use Permit: Amended CUP/Substantial Conformance		$ 5,608.00	Plus applicable notice and posting fees	$ 5,875.00	Plus applicable notice and posting fees	SEE NOTE 3
Custom Home Review		$ 1,047.00		$ 1,108.00		SEE NOTE 3
Development Agreement	Deposit	$ 7,400.00	Actual charge is "fully burdened" rate charge	$ 7,400.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Development Agreement Amendment	Deposit	$ 3,225.00	Actual charge is "fully burdened" rate charge	$ 3,225.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Development Agreement Annual Review	Deposit	$ 1,000.00	Actual charge is "fully burdened" rate charge	$ 1,000.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Development Code Amendment	Deposit	$ 5,000.00	Actual charge is "fully burdened" rate charge	$ 5,000.00	Actual charge is "fully burdened" rate charge	NO CHANGE

Section 4 - Community & Economic Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Planning						
Environmental Review						
EIR Report Preparation	Deposit	$ 7,000.00	Actual charge is "fully burdened" rate charge	$ 7,000.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Expanded Initial Study / Expanded Project Review	Deposit	$500 per Study	Actual charge is "fully burdened" rate charge	$ 3,000.00	Actual charge is "fully burdened" rate charge	SEE NOTE 3
Environmental Assessment		$ 1,033.00		$ 1,054.00		
Environmental Mitigation Monitoring	Deposit	$ 3,500.00	Actual charge is "fully burdened" rate charge	$ 3,500.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Extension of Time		$ 3,267.00		$ 3,611.00		SEE NOTE 3
Fully Burdened Hourly Rate	Per Hour	$ 168.00	See Note 1	$ 176.00		DEPT REQ
General Plan Amendment	Deposit	$ 3,500.00	Actual charge is "fully burdened" rate charge	$ 3,500.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Home Occupation Permit		$ 93.00		$ 95.00		
Plan Check and Inspection						
Residential						
1-4 Lots (1st through 3rd Review)		$ 667.00		$ 680.00		
5 or more Lots and Multi-Family(1st through 3rd Review)		$ 997.00		$ 1,017.00		
Commercial/ industrial ~~Non-Residential~~ (1st through 3rd Review) ~~(including multiple family projects: residential tentative and final tract map)~~		$ 997.00		$ 1,017.00		
Re-inspection/Residential Front Yard Landscape Plancheck fee		$ 173.00		$ 176.00		
4th and subsequent (Land Development Reviews)	Per Sheet	$ 86.00		$ 88.00		
4th and subsequent (All Other Reviews)		100% of original fee		100% of original fee		NO CHANGE
Concurrent processing		Base Fee + 30%	See Note 1	Base fee + 30%		
Land Development Reviews	Per Sheet	$ 86.00		$ 88.00		
Development Impact Fee Processing	Per Hour			$ 176.00		NEW
Newspaper Notice		$ 285.00		$ 285.00		NO CHANGE
Phasing Map		$ 2,384.00		$ 2,553.00		

Section 4 - Community & Economic Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Planning						
Planning Letter						
Basic		$ 112.00		$ 114.00		
Interpretation and Research Required	Deposit	$ 250.00	Actual charge is "fully burdened" rate charge	$ 250.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Planning Review of Building Permits		$ 178.00	+5% of plan check fee	$ 182.00	+5% of plan check fee	NO CHANGE
Plot Plan						
With hearing		$ 10,776.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	$11,637.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	SEE NOTE 3
(Note: More than one may be charged for projects with multiple buildings or parcels)						
Without hearing (notice)		$ 7,321.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	$ 8,113.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	SEE NOTE 3
Without hearing (no notice)		$ 3,596.00		$ 4,315.00		SEE NOTE 3
Amended plot plan/substantial conformance		$ 3,982.00		$ 4,709.00		SEE NOTE 3
Multi-Family	per Unit	$ 41.00		$ 42.00		
Plot Plan Conditional Use Permit (Com/Ind)	per Acre	$ 89.00		$ 91.00		
Administrative (Includes second units)		$ 833.00		$ 850.00		
Property Posting		$140 per street frontage + $75 per project		$140 per street frontage + $75 per project		NO CHANGE
Pre-application Review		$ 769.00		$ 784.00		
Renewal Fee		50% of original fee		50% of original fee		
Reversion to Acreage	Deposit	$ 1,500.00	Actual charge is "fully burdened" rate charge	$ 1,500.00	Actual charge is "fully burdened" rate charge	NO CHANGE

Section 4 - Community & Economic Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Planning						
Signs						
Banner		$ 42.00		$ 43.00		
Permit: Wall		$ 119.00		$ 121.00		
Permit: Monument		$ 474.00		$ 483.00		
Permit: Pole and Freeway		$ 793.00		$ 809.00		
Review Program	Deposit	$ 1,300.00	Actual charge is "fully burdened" rate charge	$ 1,300.00	Actual charge is "fully burdened" rate charge	
Program Amendment Review	Deposit	$ 975.00	Actual charge is "fully burdened" rate charge	$ 975.00	Actual charge is "fully burdened" rate charge	
Special Event Permit		$ 35.00		$ 36.00		NO CHANGE
Specific Plan	Deposit	$ 17,000.00	Actual charge is "fully burdened" rate charge	$17,000.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Specific Plan Amendment	Deposit	$ 8,000.00	Actual charge is "fully burdened" rate charge	$ 8,000.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Subdivision Sales Office (Trailer) and Model Home Complexes-Temporary		$ 1,034.00		$ 1,055.00		
Temporary Use Permits		$ 284.00		$ 329.00		SEE NOTE 3
Tentative Parcel Map						
Residential		$ 8,877.00	+	$ 9,049.00		
additional lot	per Lot	$ 116.00		$ 116.00		
		+ applicable environmental review and applicable notice and posting fees.		+ applicable environmental review and applicable notice and posting fees.		
Commercial		$ 9,619.00	+	$ 9,806.00		
additional lot	per Lot	$ 116.00		$ 116.00		
		+ applicable environmental review and applicable notice and posting fees.		+ applicable environmental review and applicable notice and posting fees.		

Section 4 - Community & Economic Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Planning						
Waiver	Deposit	$ 1,000.00	Actual charge is "fully burdened" rate charge plus applicable notice and posting fees.	$ 1,000.00	Actual charge is "fully burdened" rate charge plus applicable notice and posting fees.	NO CHANGE
Tentative Tract or Condo Map		$ 11,090.00	+	$11,307.00	+	
additional lot	per Lot	$ 96.00		$ 96.00		
		+ applicable environmental review and applicable notice and posting fees.		+ applicable environmental review and applicable notice and posting fees.		
Tentative Tract or Parcel Map Revised		$ 5,612.00	Plus applicable notice and posting fees	$ 5,721.00	Plus applicable notice and posting fees	
Variance from Standards						
Public Hearing Variance		$ 3,591.00	Plus applicable notice and posting fees	$ 3,663.00	Plus applicable notice and posting fees	
Administrative Variance		$ 650.00		$ 663.00		

Notes:

The environmental review fee shall be charged only one time for concurrently filed major developmental review applications. For example, the fee for a concurrently filed Parcel Map and Plot Plan will be the sum of the respective fees minus one environmental review fee.

Fees for quasi-public uses shall be reduced by 25%.

Note 1 - Any fees added to the Fee Schedule after November 2010 may not be automatically increased by CPI based on legal interpretation of Prop 26. This ruling does not include fees related to recreation programs, facility rental or utility operations.

Note 3 - These fees have been increased to reflect the time spent by both the Building & Safety and the Special Districts Divisions in providing these services.

Section 5 - Financial & Management Services

		Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Financial Operations					
Annual City Budget		Each	$10.00	$10.00	Also available on City website
Comprehensive Annual Financial Report (CAFR)		Each	$10.00	$10.00	Also available on City website
The Annual City Budget and the CAFR are also available on the City's website at the following links:					
Budget	http://www.moval.org/city_hall/departments/admin/budgetoffice.shtml				
CAFR	http://www.moval.org/city_hall/departments/admin/financial-ops.shtml				
Treasury Operations					
Collection of Returned Check		Each	$32.00	$33.00	
Business License					
Application	Jan 1, 2013 thru Dec 31, 2013	per License	$60.00		
	Jan 1, 2014 thru Dec 31, 2014	per License		$61.00	
Vehicle Tag		per Tag	$6.00	$6.00	
License for Farmers Market at Towngate Mall		Per Vendor Per Day	$5.00	$5.00	
License for single day events		Per Vendor Per Day	$5.00	$5.00	
(Note: Licenses for single day events must be reviewed and approved by the Chief Financial Officer)					
Reprint of License		Each	$5.00	$5.00	
Business Listing		Each	$20.00	$20.00	
Photo Identification Card		Each	$5.00	$5.00	

Section 5 - Financial & Management Services

Special Districts

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Miscellaneous Document Preparation, Review, Research, Processing etc	per Hour	$ 121.00	+ third party expenses	$ 123.00	+ third party expenses	
Land and Assessment Division Applications		$ 924.00 +		$ 942.00	+ third party expenses	
	per Parcel	$ 26.00		$ 27.00		
Special District Formation Application	Each	$ 5,135.00		$ 5,238.00		
Special District Bond Issuance	Each	1% of bond issue	$50,000 min	1% of bond issue	$50,000 min	
Special Tax Report	Each	City Cost	$10 min	City Cost	$10 min	NO CHANGE
Annual Levy Report	Each	City Cost	$10 min	City Cost	$10 min	NO CHANGE
Parcel Payoff/Amortization Schedule Note: Bond payoff/amortization schedule information is given to property owners free of charge. Others requesting information will be charged per parcel.	per Parcel	$ 46.00		$ 46.00		NO CHANGE
Fixed Charge Tax Bill Revisions	per Parcel	County Cost		County Cost		NO CHANGE
Plans and Specifications (Non-refundable) (Landscape and Street Light documents)		City Cost	$10 min	City Cost	$10 min	NO CHANGE

Section 5 - Financial & Management Services

Special Districts

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Mail Ballot / Special Election Processing (includes 2 Council meetings)						
Administrative Fee	per Proceeding	$ 3,309.00		$ 3,375.00	+ 3rd Party expenses	
Administrative Fee (CFD Annexations Only)	per Proceeding	$ 1,800.00		$ 1,800.00	+ 3rd Party expenses	SEE NOTE 1
Additional/rescheduled Council Meeting	per Meeting	$ 791.00		$ 791.00	+ 3rd Party expenses	SEE NOTE 1
Annexation/boundary map preparation	per Map	Actual charge is "fully burdened" rate charge plus expenses. Not to exceed actual City cost.		Actual charge is "fully burdened" rate charge plus expenses. Not to exceed actual City cost.		SEE NOTE 1
Landscape Plan Check						
Base Fee (7 sheets & 3 total submittals)		$ 6,158.00		$ 6,281.00		
Each Additional Sheet & 3 submittals		$ 863.00		$ 880.00		
Each Additional submittal	per Sheet	$ 185.00		$ 189.00		
Landscape Inspection						
0-1 Acre		$ 12,319.00		$ 12,565.00		
1-1.5 Acres		$ 14,167.00		$ 14,450.00		
1.5-2 Acres		$ 16,014.00		$ 16,334.00		
2-2.5 Acres		$ 17,863.00		$ 18,220.00		
Each additional 1/2 acre > 2.5	per 1/2 acre	$ 1,847.00		$ 1,884.00		
Additional Inspections or Re-Inspections	per Hour	$ 121.00	See Note 1	$ 121.00		SEE NOTE 1
Public Works Landscape Design Guidelines	Each	$ 10.00		$ 10.00		

Note 1 - Any fees added to the Fee Schedule after November 2010 may not be automatically increased by CPI based on legal interpretation of Prop 26.
This ruling does not include fees related to recreation programs, facility rental or utility operations.

Section 6 - Fire

	Unit	Current Fee	Proposed Fee		Comments on Proposed Changes to Fees
Pre-Development					
Annexation Agreement	Deposit	$ 94.00	$ 94.00		
Community Care Facility (Pre-inspection)					
25 or less		$ 50.00	$ 50.00	State Mandated	
26 or more		$ 100.00	$ 100.00	State Mandated	
Revised Tentative Parcel Map		$ 442.00	$ 451.00		
Fuel Modification Plan		$ 104.00	$ 106.00		
Fire Protection Plan		$ 339.00	$ 346.00		
Alternate methods and materials		$ 104.00	$ 106.00		
3rd review and subsequent submittals		$ 104.00	$ 106.00		
OTC/Misc Plan Review			$ -		

Architectural / Development

Plan Check and Inspections

	Unit	Plan Check Current Fee	Plan Check Proposed Fee	Inspection Current Fee	Inspection Proposed Fee
A-1 <=10,000 SF		$ 647.00	$ 660.00	$ 622.00	$ 634.00
A-1 > 10,000 SF		$ 803.00	$ 819.00	$ 830.00	$ 847.00
A-2, 2.1 <= 10,000 SF		$ 544.00	$ 555.00	$ 519.00	$ 529.00
A-2, 2.1 > 10,000 SF		$ 700.00	$ 714.00	$ 726.00	$ 741.00
A-3 <= 10,000 SF		$ 544.00	$ 555.00	$ 572.00	$ 583.00
A-3 >10,000 SF		$ 647.00	$ 660.00	$ 622.00	$ 634.00
A-4 <= 5000 SF		$ 441.00	$ 450.00	$ 519.00	$ 529.00
A-4 > 5000 SF		$ 494.00	$ 504.00	$ 572.00	$ 583.00
A-5<=5000 SF		$ 427.00	$ 436.00	$ 503.00	$ 513.00
A-5>5000 SF		$ 480.00	$ 490.00	$ 554.00	$ 565.00
A TI 0-5000 SF		$ 338.00	$ 345.00	$ 415.00	$ 423.00
A TI 5001 - 25,000 SF		$ 441.00	$ 450.00	$ 519.00	$ 529.00
A TI > 25,001 SF		$ 544.00	$ 555.00	$ 572.00	$ 583.00
B 0-5000 SF		$ 182.00	$ 186.00	$ 242.00	$ 247.00
B 5001 - 50,000 SF		$ 284.00	$ 290.00	$ 415.00	$ 423.00
B >50,000 SF		$ 388.00	$ 396.00	$ 572.00	$ 583.00
B TI 0-5000 SF		$ 157.00	$ 160.00	$ 215.00	$ 219.00
B TI 5001 - 50,000 SF		$ 207.00	$ 211.00	$ 312.00	$ 318.00
B TI >50,000 SF		$ 284.00	$ 290.00	$ 388.00	$ 396.00
E-1,2 0-2000 SF (private schools only)		$ 233.00	$ 238.00	$ 364.00	$ 371.00
E-1,2 2001 - 20,000 SF (private schools only)		$ 284.00	$ 290.00	$ 415.00	$ 423.00
E-1,2 > 20,000 SF (private schools only)		$ 441.00	$ 450.00	$ 494.00	$ 504.00
E-1,2 TI 0-2000 SF (private schools only)		$ 104.00	$ 106.00	$ 215.00	$ 219.00

Section 6 - Fire

Plan Check and Inspections (Cont)

	Unit	Plan Check Current Fee	Plan Check Proposed Fee	Inspection Current Fee	Inspection Proposed Fee
E-1,2 TI 2001 - 20,000 SF (private schools only)		$ 157.00	$ 160.00	$ 242.00	$ 247.00
E-1,2 TI > 20,000 SF (private schools only)		$ 207.00	$ 211.00	$ 268.00	$ 273.00
E-3 0-1000 SF (private schools only)		$ 130.00	$ 133.00	$ 215.00	$ 219.00
E-3 1001 - 20,000 SF (private schools only)		$ 233.00	$ 238.00	$ 441.00	$ 450.00
E-3 > 20,000 SF (private schools only)		$ 284.00	$ 290.00	$ 494.00	$ 504.00
E-3 TI 0-1000 SF (private schools only)		$ 104.00	$ 106.00	$ 189.00	$ 193.00
E-3 TI 1001 - 20,000 SF (private schools only)		$ 130.00	$ 133.00	$ 215.00	$ 219.00
E-3 TI > 20,000 SF (private schools only)		$ 157.00	$ 160.00	$ 242.00	$ 247.00
F,M,S 0-5000 SF		$ 233.00	$ 238.00	$ 364.00	$ 371.00
F,M,S 5001 - 12,500 SF		$ 338.00	$ 345.00	$ 415.00	$ 423.00
F,M,S 12,501 - 100,000 SF		$ 388.00	$ 396.00	$ 519.00	$ 529.00
F,M,S > 100,000 SF		$ 441.00	$ 450.00	$ 622.00	$ 634.00
F,M,S TI 0-5000 SF		$ 157.00	$ 160.00	$ 242.00	$ 247.00
F,M,S TI 5001 - 12,500 SF		$ 182.00	$ 186.00	$ 312.00	$ 318.00
F,M,S TI 12,501 - 100,000 SF		$ 233.00	$ 238.00	$ 338.00	$ 345.00
F,M,S TI > 100,000 SF		$ 284.00	$ 290.00	$ 364.00	$ 371.00
H-1,2,3, 7 0-1000 SF		$ 338.00	$ 345.00	$ 388.00	$ 396.00
H-1,2,3, 7 1001- 2,500 SF		$ 388.00	$ 396.00	$ 415.00	$ 423.00
H-1,2,3, 7 2,501 - 10,000 SF		$ 494.00	$ 504.00	$ 519.00	$ 529.00
H-1,2,3, 7 > 10,000 SF		$ 622.00	$ 634.00	$ 622.00	$ 634.00
H-1,2,3, 7 TI 0-1000 SF		$ 233.00	$ 238.00	$ 338.00	$ 345.00
H-1,2,3, 7 TI 1001- 2,500 SF		$ 284.00	$ 290.00	$ 364.00	$ 371.00
H-1,2,3, 7 TI 2,501 - 10,000 SF		$ 338.00	$ 345.00	$ 388.00	$ 396.00
H-1,2,3, 7 TI > 10,000 SF		$ 388.00	$ 396.00	$ 415.00	$ 423.00
H-4,5,6 0-1000 SF		$ 260.00	$ 265.00	$ 388.00	$ 396.00
H-4,5,6 1001- 2,500 SF		$ 364.00	$ 371.00	$ 415.00	$ 423.00
H-4,5,6 2,501 - 10,000 SF		$ 467.00	$ 476.00	$ 467.00	$ 476.00
H-4,5,6 > 10,000 SF		$ 597.00	$ 609.00	$ 519.00	$ 529.00
H-4,5,6 TI 0-1000 SF		$ 207.00	$ 211.00	$ 338.00	$ 345.00
H-4,5,6 TI 1001- 2,500 SF		$ 260.00	$ 265.00	$ 364.00	$ 371.00
H-4,5,6 TI 2,501 - 10,000 SF		$ 312.00	$ 318.00	$ 388.00	$ 396.00
H-4,5,6 TI > 10,000 SF		$ 364.00	$ 371.00	$ 415.00	$ 423.00
L-0-1,000 SF		$ 328.00	$ 335.00	$ 375.00	$ 383.00
L-1,001-2,500 SF		$ 377.00	$ 385.00	$ 403.00	$ 411.00
L-2,501-10,000 SF		$ 480.00	$ 490.00	$ 503.00	$ 513.00
L->10,000 SF		$ 604.00	$ 616.00	$ 604.00	$ 616.00
L-T.I. 0-1,000 SF		$ 226.00	$ 231.00	$ 328.00	$ 335.00
L-T.I. 1,001-2,500 SF		$ 276.00	$ 282.00	$ 352.00	$ 359.00
L-T.I. 2,501-10,000 SF		$ 328.00	$ 335.00	$ 377.00	$ 385.00
L-T.I. >10,000 SF		$ 377.00	$ 385.00	$ 403.00	$ 411.00
I Occupancies	Deposit	$ 350.00	$ 350.00	$ 409.00	$ 417.00
R-1, 2 0-5000 SF		$ 233.00	$ 238.00	$ 338.00	$ 345.00
R-1, 2 5001 - 25,000 SF		$ 284.00	$ 290.00	$ 364.00	$ 371.00

Resolution No. 2013-25
Date Adopted: April 23, 2013

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MV00196479

Section 6 - Fire

Plan Check and Inspections (Cont)

	Unit	Plan Check Current Fee	Plan Check Proposed Fee	Inspection Current Fee	Inspection Proposed Fee
R-1, 2 >25,001 SF		$ 338.00	$ 345.00	$ 415.00	$ 423.00
R-3 Model 1-5 homes		$ 182.00	$ 186.00	$ 242.00	$ 247.00
R-3 Model > 6 homes		$ 233.00	$ 238.00	$ 293.00	$ 299.00
R-3 Custom (1-2 units)		$ 157.00	$ 160.00	$ 234.00	$ 239.00
U - Occupancy		$ 157.00	$ 160.00	$ 207.00	$ 211.00
Shell 0-50,000 SF		$ 1,037.00	$ 1,058.00	$ 908.00	$ 926.00
Shell > 50,000 SF	Deposit	$ 350.00	$ 350.00	$ 350.00	$ 350.00
High-rise (4 floors or greater)	Deposit	$ 350.00	$ 350.00	$ 362.00	$ 362.00

	Occupancy Classifications
A	Facilities for Assemblies
B	Professional or Service Facilities
E	Educational Facilities
F	Factory and Industrial (non H)
H	Factory and Industrial (high fire, explosion or health hazard)
I	Hospitals, Nursing Homes
L	Laboratories
M	Sale of Merchandise
R	Hotels, Apartments and Congregate Residences
S	Storage (non hazardous)
U	Garages, Carports, Sheds and Agricultural Buildings

Fire Development

Development Plan Check and Inspection

	Unit	Plan Check Current Fee	Plan Check Proposed Fee	Inspection Current Fee	Inspection Proposed Fee
Sprinkler System New 1-100 heads		$ 234.00	$ 239.00	$ 546.00	$ 557.00
Sprinkler System New > 100 heads		$ 366.00	$ 373.00	NA	NA
Sprinkler System New 101-300 heads		NA	NA	$ 598.00	$ 610.00
Sprinkler System New 301-700 heads		NA	NA	$ 651.00	$ 664.00
Sprinkler System New > 700 heads		NA	NA	$ 702.00	$ 716.00
Sprinkler TI 1-10 heads		$ 157.00	$ 160.00	$ 234.00	$ 239.00
Sprinkler TI 11-50 heads		$ 182.00	$ 186.00	$ 442.00	$ 451.00
Sprinkler TI 51-100 heads		$ 234.00	$ 239.00	$ 495.00	$ 505.00
Sprinkler TI > 100 heads		$ 260.00	$ 265.00	$ 546.00	$ 557.00
Alarm New 1-10 Initiating Devises with notification		$ 157.00	$ 160.00	$ 339.00	$ 346.00
Alarm New 11-50 Initiating Devises with notification		$ 234.00	$ 239.00	$ 366.00	$ 373.00
Alarm New 51-100 Initiating Devises with notification		$ 287.00	$ 293.00	$ 416.00	$ 424.00
Alarm New > 100 Initiating Devises with notification		$ 339.00	$ 346.00	$ 495.00	$ 505.00
Alarm TI 1-10 Initiating Devices with notification		$ 131.00	$ 134.00	$ 287.00	$ 293.00
Alarm TI 11-50 Initiating Devices with notification		$ 157.00	$ 160.00	$ 313.00	$ 319.00
Alarm TI 51-100 Initiating Devices with notification		$ 208.00	$ 212.00	$ 366.00	$ 373.00
Alarm TI > 100 Initiating Devices with notification		$ 287.00	$ 293.00	$ 416.00	$ 424.00

Section 6 - Fire

Development Plan Check and Inspection (Cont)

	Unit	Plan Check Current Fee	Plan Check Proposed Fee	Inspection Current Fee	Inspection Proposed Fee
ESFR	per Riser	$ 157.00	$ 160.00	NA	NA
Underground Sprinkler	per Riser	$ 234.00	$ 239.00	$ 633.00	$ 646.00
Underground Hydrant		$ 182.00	$ 186.00	$ 633.00	$ 646.00
Underground Combo Up to 4 Connections		$ 339.00	$ 346.00	$ 711.00	$ 725.00
Aboveground Hydrant		$ 260.00	$ 265.00	$ 520.00	$ 530.00
Residential Sprinkler 13R Family 1-2 units		$ 234.00	$ 239.00	$ 520.00	$ 530.00
Residential Sprinkler 13D Single Family 1-2 units		$ 182.00	$ 186.00	$ 520.00	$ 530.00
Residential Sprinkler 13R Multi Family up to 4 stories	per System	$ 313.00	$ 319.00	$ 651.00	$ 664.00
Hood and Duct	per System	$ 157.00	$ 160.00	$ 216.00	$ 220.00
Fire Pump	per Pump	$ 287.00	$ 293.00	$ 287.00	$ 293.00
Standpipes		$ 390.00	$ 398.00	$ 295.00	$ 301.00
Special Extinguishing Systems		$ 182.00	$ 186.00	NA	NA
Vapor Recovery Special Equipment		$ 157.00	$ 160.00	NA	NA
Medical Gases Special System		$ 182.00	$ 186.00	$ 189.00	$ 193.00
Industrial Gases Special System		$ 234.00	$ 239.00	$ 295.00	$ 301.00
Liquefied Petroleum Gases Special System > 500 gal		$ 234.00	$ 239.00	$ 346.00	$ 353.00
Tank/Piping Installation	per Tank	$ 243.00	$ 248.00	$ 243.00	$ 248.00
Tank/Piping Removal	per Tank	$ 164.00	$ 167.00	$ 287.00	$ 293.00
Ovens, industrial baking or drying per oven, furnace or kiln Special Equip. (New Construction)		$ 131.00	$ 134.00	$ 189.00	$ 193.00
Smoke Control		$ 234.00	$ 239.00	$ 346.00	$ 353.00
Dust Collection Special Equipment		$ 157.00	$ 160.00	$ 189.00	$ 193.00
Hazmat Storage		$ 287.00	$ 293.00	$ 295.00	$ 301.00
High Piled/Solid Piled Storage Class III, IV, High Hazard		$ 339.00	$ 346.00	$ 451.00	$ 460.00
Racking System		$ 390.00	$ 398.00	$ 451.00	$ 460.00
Regulated Refrigeration per system		$ 157.00	$ 160.00	$ 295.00	$ 301.00
Miscellaneous Industrial Equipment Install		$ 157.00	$ 160.00	$ 189.00	$ 193.00
FPE Technical Report Major Review		$ 442.00	$ 451.00	NA	NA
FPE Technical Report Minor Review		$ 234.00	$ 239.00	NA	NA
Spray Booth Inspection		NA	NA	$ 295.00	$ 301.00
Foam/Liquid System Inspection		NA	NA	$ 346.00	$ 353.00
Dry Chemical System Inspection		NA	NA	$ 243.00	$ 248.00
CO2 System Inspection		NA	NA	$ 243.00	$ 248.00
Inert Gas System Inspection		NA	NA	$ 243.00	$ 248.00
FM200 Clean Agent System		NA	NA	$ 243.00	$ 248.00
Adult Care Facility Inspection		NA	NA	$ 390.00	$ 398.00
Child Care Facility Inspection		NA	NA	$ 390.00	$ 398.00
Residential Care Facilities 1 - 6		NA	NA	$ 366.00	$ 373.00
Residential Care Facilities >6	per Story	NA	NA	$ 149.00	$ 152.00
K-12 Public School Inspection		NA	NA	$ 197.00	$ 201.00
K-12 Private School Inspection		NA	NA	$ 442.00	$ 451.00
High-rise Inspection	per Hour	NA	NA	$ 104.00	$ 106.00
Asbestos removal		NA	NA	$ 243.00	$ 248.00
Work without Approval or Permit		NA	NA	$ 208.00	$ 212.00
Inspection following Failure to Maintain Fire Protection Systems		NA	NA	$ 208.00	$ 212.00
Fire Prevention Inspection/Re-inspection/Phasing		NA	NA	$ 148.00	$ 151.00

Section 6 - Fire

	Unit	Plan Check Current Fee	Plan Check Proposed Fee	Inspection Current Fee	Inspection Proposed Fee
Renewable Permit Fees					
Aerosol Products		$ 233.00	$ 238.00	$ 66.00	$ 67.00
Aircraft Refueling Vehicles		$ 182.00	$ 186.00	$ 91.00	$ 93.00
Automobile Wrecking Yard		$ 182.00	$ 186.00	$ 195.00	$ 199.00
Battery System		$ 233.00	$ 238.00	$ 66.00	$ 67.00
Candles and Open Flame in Assembly Occupancy Areas		$ 130.00	$ 133.00	$ 66.00	$ 67.00
Cellulose Nitrate Film		$ 130.00	$ 133.00	$ 66.00	$ 67.00
Cellulose Nitrate Storage		$ 182.00	$ 186.00	$ 195.00	$ 199.00
Combustible fiber Storage		$ 182.00	$ 186.00	$ 195.00	$ 199.00
Combustible materials Storage		$ 182.00	$ 186.00	$ 195.00	$ 199.00
Commercial Rubbish Handling Operation		$ 182.00	$ 186.00	$ 195.00	$ 199.00
Compressed Gases		$ 207.00	$ 211.00	$ 195.00	$ 199.00
Cryogens		$ 207.00	$ 211.00	$ 195.00	$ 199.00
Dry Cleaning Plant		$ 233.00	$ 238.00	$ 299.00	$ 305.00
Dust-Producing Operations		$ 130.00	$ 133.00	$ 91.00	$ 93.00
Explosives or Blasting agents, Use or Transportation		$ 284.00	$ 290.00	$ 325.00	$ 332.00
Flammable or Combustible Liquids pipelines, store, handle, use		$ 284.00	$ 290.00	$ 299.00	$ 305.00
High Piled/Solid Piled Combustible Storage Class I, II		$ 77.00	$ 79.00	$ 144.00	$ 147.00
Hot Works Operations		$ 130.00	$ 133.00	$ 66.00	$ 67.00
Liquefied Petroleum Gases store, use, handle, dispense-Plan Check 125-500 gals		$ 77.00	$ 79.00	$ 144.00	$ 147.00
Ovens - Industrial Baking or drying		$ 77.00	$ 79.00	$ 91.00	$ 93.00
Places of Assembly		$ 182.00	$ 186.00	$ 66.00	$ 67.00
Refrigeration Equipment		$ 77.00	$ 79.00	$ 91.00	$ 93.00
Repair Garages		$ 157.00	$ 160.00	$ 91.00	$ 93.00
Spraying or Dipping		$ 77.00	$ 79.00	$ 66.00	$ 67.00
Wood Products		$ 77.00	$ 79.00	$ 91.00	$ 93.00
Motor Vehicle fuel dispensing		$ 77.00	$ 79.00	$ 91.00	$ 93.00
Tire Storage		$ 182.00	$ 186.00	$ 91.00	$ 93.00
Lumber Yard		$ 182.00	$ 186.00	$ 195.00	$ 199.00
Fireworks, manufacture, compound, store		$ 338.00	$ 345.00	$ 299.00	$ 305.00
Fruit ripening		$ 182.00	$ 186.00	$ 91.00	$ 93.00
Magnesium Working		$ 182.00	$ 186.00	$ 91.00	$ 93.00
Radioactive materials		$ 338.00	$ 345.00	$ 195.00	$ 199.00
Bowling pin or alley refinishing		$ 164.00	$ 167.00		
Candles and open flames in assembly areas		$ 164.00	$ 167.00		
Carnivals and fairs		$ 243.00	$ 248.00		
Explosives or blasting agents, use, dispose		$ 346.00	$ 353.00		
Fireworks, displays		$ 320.00	$ 326.00		
Hot works operations		$ 164.00	$ 167.00		
Liquefied petroleum gases, install containers		$ 243.00	$ 248.00		
Liquid or gas fueled vehicles or equipment in assembly areas		$ 216.00	$ 220.00		
Mall, covered		$ 216.00	$ 220.00		
Open Burning		$ 164.00	$ 167.00		
Parade floats (per event)		$ 243.00	$ 248.00		
Pyrotechnical special effects material / model rockets		$ 346.00	$ 353.00		
Temporary membrane structures, tents and canopies		$ 295.00	$ 301.00		

Section 6 - Fire

Activity Permits	Current Fee	Proposed Fee
Christmas Tree sales	$ 164.00	$ 167.00
Pumpkin Patch	$ 164.00	$ 167.00
Haunted Houses	$ 164.00	$ 167.00
Hazardous Area Fire Permit	$ 320.00	$ 326.00
Miscellaneous Activity Permit	$ 157.00	$ 160.00

Post Development	Unit	Current Fee	Proposed Fee	
Fire and Life Safety Inspection				
Annual inspection (includes one re-inspection)		$ 157.00	$ 160.00	
2nd re-inspection		$ 313.00	$ 319.00	
3rd and subsequent re-inspections		$ 469.00	$ 478.00	
Fire Watch Inspection	per Hour	$ 104.00	$ 106.00	
Fire Hydrant Inspection		$ 104.00	$ 106.00	
Fire Inspection				
State Mandated		$ 89.00	$ 89.00	
Community Care Facility				
25 or less (not including elderly 1-6)		$ 89.00	$ 89.00	State Mandated
26 or more		$ 134.00	$ 134.00	State Mandated
Special Event		$ 89.00	$ 89.00	
Miscellaneous Post Development Inspection		$ 89.00	$ 89.00	
Records Request				
Photographs, color print (4"x6")		$ 5.00	$ 5.00	
Fire Incident Reports (paid to County of Riverside)		$ 20.00	$ 20.00	
Fire Inspection Reports (up to 8 1/2"x14")				
First 10 pages	per Report	$ 6.00	$ 6.00	
Additional pages	per Page	$ 1.00	$ 1.00	

Hourly Rates	Unit	Current Fee	Proposed Fee	
Fire Marshal		$ 140.00		The fully-burdened wage rate including overhead; not to exceed actual City costs.
Deputy Fire Marshal		$ 105.00		
Fire Safety Specialists		$ 106.00		
Fire Safety Inspector		$ 106.00		
Overtime		Position time + 50%		
Consultant Fire Plan Review		Consultant Cost +20% Admin Fee		

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Section 6 - Fire

Other Fees	Unit	Current Fee	Proposed Fee
False Alarm			
Residential		$ 100.00	$ 100.00
Commercial		$ 200.00	$ 200.00
Fire Permit Issuance Fee		$ 22.00	$ 22.00
Hazard Reduction Inspection			
This fee will be assessed to all parcels defined as open space land and where legally permitted. Any fees associated with failure to comply and fire department ordered abated land will be pursued separately from this inspection fee. This fee will be collected as part of the annual property tax bill through the County of Riverside.			
Parcels < 1 acre		$ 50.00	$ 50.00
Parcels 1 acre to < 5 acres		$ 75.00	$ 75.00
Parcels > 5 acres		$ 100.00	$ 100.00
Hazard Reduction Abatement Administrative Fee		$ 240.00	$ 240.00
Hazard Reduction Abatement Cost Recovery		Actual cost charged by the City's abatement contractor.	

Section 6 - Fire

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Office of Emergency Management and Volunteer Services				
Community Emergency Response (CERT)	per Class	$ 15.00	$ 15.00	

Section 7 - Parks and Community Services

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Parks Projects				
Plan Check Fees (1 - 3 submittals)				
Project Cost:				
$0-$20,000		3.50%	3.50%	
$20,001-$100,000		3.25%	3.25%	
> $100,000		3.00%	3.00%	
4th and subsequent submittals		$ 140.00	$ 140.00	
Revisions				
Minor (detail changes only)		$ 256.00	$ 256.00	
Major		Same as initial submittal		
Inspection and Testing				
Project Cost:				
$0-$20,000		7.00%	7.00%	
$20,001-$100,000		6.00%	6.00%	
> $100,000		5.00%	5.00%	
Research of Records, Files, etc		Actual City Cost	Actual City Cost	
Penalty Fees				
Inspection and Testing Work in the right-of-way or park without encroachment permit or written agreement with Parks and Community Services	per Offense	$ 561.00 plus actual damages	$ 561.00 plus actual damages	
Applicant's failure to schedule inspection prior to performing work	per Offense	$ 112.00	$ 112.00	
Applicant's failure to attend or be prepared for a scheduled inspection	per Offense	$ 112.00	$ 112.00	

Section 7 - Parks and Community Services

Recreation Programs

Non-Resident Fees: Fees for Non-Residents to participate in Recreation Programs and Services will be charged at full cost recovery, which is the Resident Fee plus 30%.

Adult Sports (18 Years or Older)

Category 4 includes Adult Sports Programs provided by the City which are Council approved fees to cover the direct program cost plus 20% for administrative and overhead related costs.

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Program Registration Fee		Per Program	$ 2.00	$ 2.00	
Basketball League *	Category 4	Per Team	$ 300.00	$ 300.00	
Basketball Open Play **	Category 4	Per Person	$ 3.00	$ 3.00	
Bowling Class and League	Category 4	Per Person	$ 78.00 - 85.00	$ 78.00 - 85.00	
Father's Day Over-The-Line Softball Tournament *	Category 4	Per Team	$ 65.00 - 100.00	$ 65.00 - 100.00	
Flag Football League *	Category 4	Per Team	$ 300.00	$ 300.00	
Flag Football Tournament *	Category 4	Per Team	$ 150.00 - 200.00	$ 150.00 - 200.00	
Official's Clinic	Category 4	Per Person	$ 15.00	$ 15.00	
Protest Fee	Category 4	Per Team	$ 25.00	$ 25.00	
Softball League - Competitive *	Category 4	Per Team	$ 345.00	$ 345.00	
Softball League - Non-Competitive *	Category 4	Per Team	$ 260.00	$ 260.00	
Softball Tournament *	Category 4	Per Team	$ 185.00 - 310.00	$ 185.00 - 310.00	
Tennis Tournament *	Category 4	Per Person	$ 20.00 - 50.00	$ 20.00 - 50.00	
Volleyball League *	Category 4	Per Team	$ 260.00	$ 260.00	
Volleyball Tournament *	Category 4	Per Team	$ 175.00 - 225.00	$ 175.00 - 225.00	
Volleyball Open Play **	Category 4	Per Person	$ 3.00	$ 3.00	
New Program	Category 4	Per Person	$ Cost Recovery	$ Cost Recovery	
Cancellation /Transfer Fee	Category 4	Per Person	20%	20%	
* Denotes Fee for Late Registration	Category 4	Per Team	$ 18.00	$ 18.00	

** Excludes Program Registration Fee

Adult Contract Classes (18 Years or Older)

Category 5 includes Adult Contract Programs provided by the City which are Council approved fees to cover the direct program cost plus 15% for administrative and overhead related costs.

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Program Registration Fee		Per Program	$ 2.00	$ 2.00	
Belly Dancing For Fun and Fitness	Category 5	Per Person	$ 32.00 - 45.00	$ 32.00 - 45.00	
Boxing	Category 5	Per Person	$ 60.00 - 80.00	$ 60.00 - 80.00	
Bryan's Dog Training	Category 5	Per Person	$ 65.00 - 75.00	$ 65.00 - 75.00	
Kung Fu Art of Self-Defense	Category 5	Per Person	$ 65.00 - 85.00	$ 65.00 - 85.00	
Yoga - 1 Day	Category 5	Per Person	$ 36.00 - 50.00	$ 36.00 - 50.00	
Cancellation /Transfer Fee	Category 5	Per Person	20%	20%	
New Adult Contract Classes	Category 5	Per Person	Full Cost Recovery	Full Cost Recovery	

Section 7 - Parks and Community Services

Youth Sports

Category 6 includes Youth Sports Programs provided by the City which are Council approved fees to cover the direct program cost plus 20% for administrative and overhead related costs.

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Program Registration Fee		Per Program	$ 2.00	$ 2.00	
Basketball League * #	Category 6	Per Person	$ 65.00 - 86.00	$ 65.00 - 86.00	
Basketball Pee Wee * #	Category 6	Per Person	$ 50.00	$ 50.00	
Sports Camp #	Category 6	Per Person	$ 60.00-110.00	$ 60.00-110.00	
Flag Football League * #	Category 6	Per Person	$ 59.00	$ 59.00	
Middle School Sports Program #	Category 6	Per Person	$ 25.00	$ 25.00	
Spudball * #	Category 6	Per Person	$ 50.00	$ 50.00	
Tennis Lessons #	Category 6	Per Person	$ 37.00-65.00	$ 37.00-65.00	
Pee Wee Flag Football #	Category 6	Per Person	$ 50.00	$ 50.00	
General Sports Skills Contests #	Category 6	Per Person	Cost Recovery	Cost Recovery	
Open Play Basketball / Volleyball # **	Category 6	Per Person	$ 1.00	$ 1.00	
Jr. Basketball #	Category 6	Per Person	$ 60.00	$ 60.00	
New Youth Sports Programs #	Category 6	Per Person	Cost Recovery	Cost Recovery	
Cancellation /Transfer Fee	Category 6	Per Person	20%	20%	
* Denotes Fee for Late Registration	Category 6	Per Person	$ 5.00-10.00	$ 5.00-10.00	

** Excludes Program Registration Fee

# Denotes Family Discount available. See note below.

Youth/Teen Activities and Programs

Category 7 includes Youth Contract Classes and Youth Programs provided by the City which are Council approved fees to cover the direct program cost plus 15% for administrative and overhead related costs.

Program Registration Fee		Per Program	$ 2.00	$ 2.00	
Breakfast with Santa #	Category 7	Per Person	$ 6.00 - 10.00	$ 6.00 - 10.00	
Bunny Brunch #	Category 7	Per Person	$ 6.00 - 10.00	$ 6.00 - 10.00	
Holiday Chef #	Category 7	Per Person	$ 8.00 - 10.00	$ 8.00 - 10.00	
Holiday Craft #	Category 7	Per Person	$ 8.00 - 10.00	$ 8.00 - 10.00	
Camp * (Weekly) #	Category 7	Per Person	$ 85.00	$ 85.00	
Spring Chef Workshop #	Category 7	Per Person	$ 8.00 - 10.00	$ 8.00 - 10.00	
Spring Craft #	Category 7	Per Person	$ 8.00 - 10.00	$ 8.00 - 10.00	
Time for Tots - 2 Days (2 Weeks) #	Category 7	Per Person	$ 40.00	$ 40.00	
Time for Tots - 4 Days (2 Weeks) #	Category 7	Per Person	$ 52.00	$ 52.00	
T-Shirts **	Category 7	Per Shirt	$ 10.00	$ 10.00	
Sunshine Social #	Category 7	Per Person	$ 20.00	$ 20.00	
Bowling Class/League #	Category 7	Per Person	$ 50.00 - 65.00	$ 50.00 - 65.00	
New Youth/Teen Activities and Programs #	Category 7	Per Person	$ Cost Recovery	$ Cost Recovery	
Cancellation /Transfer Fee	Category 7	Per Person	20%	20%	
* Denotes Fee for Late Registration	Category 7	Per Person	$ 5.00	$ 5.00	

** Excludes Program Registration Fee

# Denotes Family Discount available. See note below.

 # -FAMILY DISCOUNT

A family discount applies when siblings are registered in the same program. The family discount only applies to non-contract programs as identified with an #. The following family discount rates apply:

1st child = Full rate
2nd Child = Receives a 15% discount
3rd Child += Receives a 10% discount

Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Youth/Teen Classes					
Category 7 includes Youth Contract Classes and Youth Programs provided by the City which are Council approved fees to cover the direct program cost plus 15% for administrative and overhead related costs.					
Program Registration Fee		Per Program	$ 2.00	$ 2.00	
Ballet Folklorico - Youth	Category 7	Per Person	$ 22.00 - 35.00	$ 22.00 - 35.00	
Boxing - Youth	Category 7	Per Person	$ 60.00 - 70.00	$ 60.00 - 70.00	
Drawing for Kids - Youth	Category 7	Per Person	$ 30.00 - 40.00	$ 30.00 - 40.00	
Hip Hop Jazz	Category 7	Per Person	$ 32.00 - 45.00	$ 32.00 - 45.00	
Instant Piano	Category 7	Per Person	$ 25.00 - 35.00	$ 25.00 - 35.00	
Golf Clinic - Youth	Category 7	Per Person	$ 42.00 - 55.00	$ 42.00 - 55.00	
Kickboxing - Teen	Category 7	Per Person	$ 70.00	$ 70.00	
Kung Fu Art of Self Defense - Youth	Category 7	Per Person	$ 42.00 - 55.00	$ 42.00 - 55.00	
Salsa/Latin Dance - Teen	Category 7	Per Person	$ 55.00 - 85.00	$ 55.00 - 85.00	
Cancellation /Transfer Fee	Category 7	Per Person	20%	20%	
New Youth/Teen Contract Classes	Category 7	Per Person	Cost Recovery	Cost Recovery	
Senior Programs					
Category 1 includes Senior Programs provided by outside agencies at no charge to the participant, and there is no direct cost to the City. All indirect costs will be subsidized by the City.					
Bingo	Category 3	Per Person	$ 1.00 = 2 Cards add Cards = $.50 ea	$ 1.00 = 2 Cards add Cards = $.50 ea	
Breakfast, Lunch, Pizza, Picnic	Category 3	Per Person	Cost Recovery	Cost Recovery	
Bunco	Category 3	Per Person	$ 2.00	$ 2.00	
Dances	Category 3	Per Person	$ 8.00	$ 8.00	
Line Dancing	Category 11	Per Person	Contracted	Contracted	
Swap Meet	Category 3	Per Table	$ 5.00	$ 5.00	
New Senior Contract Program - Administered by Contract	Category 11	Per Person	Contracted	Contracted	
New Senior Program Provided by Outside Agencies	Category 1	Per Person	$ 0	$ 0	
New Senior Program Assisted by City Staff	Category 3	Per Person	Cost Recovery	Cost Recovery	
New Senior Programs Assisted By Volunteers	Category 2	Per Person	$ 0	$ 0	
Trips / Tours - Administered by Contract	Category 11	Per Person	Contracted	Contracted	
Special Events					
Category 8 includes Family and Community Seasonal Non-Fee Programs approved and directed by City Council to seek potential private sector sponsorship for programs in this category to cover direct program cost where possible. This may include charging a fee					
Program Registration Fee		Per Program	$ 2.00	$ 2.00	
Easter Egg Hunt	Category 8	Per Person	FREE	FREE	
Fourth of July Parade Entry **	Category 8	Per Entry	$ 30.00	$ 30.00	
Fourth of July Parade Vendor **	Category 8	Per Booth	$ 50.00	$ 50.00	
Fourth of July Festival Arts & Crafts Booth **	Category 8	Per Booth	$ 75.00	$ 75.00	
Fourth of July Festival Food Booth (Commercial) **	Category 8	Per Booth	$ 250.00	$ 250.00	
Fourth of July Festival Food Booth (Non-Profit) **	Category 8	Per Booth	$ 150.00	$ 150.00	
Fourth of July Festival Service Info Booth (Non-Profit) **	Category 8	Per Booth	$ 25.00	$ 25.00	
Fourth of July Food Booth Deposit **	Category 8	Per Booth	$ 50.00	$ 50.00	
Youth Fest	Category 8	Per Booth	FREE	FREE	
Artober Fest	Category 8	Per Booth	$ 15.00 - 25.00	$ 15.00 - 25.00	
Art au Soleil	Category 8	Per Booth	$ 15.00-25.00	$ 15.00 - 25.00	
Wine & Art Show	Category 8	Per Booth	$ 15.00 - 25.00	$ 15.00 - 25.00	

** Excludes Program Registration Fee

Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
On-Line Registration Processing Fee (This fee is charged by the on-line provider)					
On-Line Registration has no applicable category association.					
Transactions < $150					
Percentage of Transaction cost plus			6.50% *	6.50%	
Fixed Fee per Transaction		$	0.50 *	$ 0.50	
Transactions from $150 to $500					
Percentage of Transaction cost plus			3.50%	3.50%	
Fixed Fee per Transaction		$	5.00	$ 5.00	
Transactions over $500					
Percentage of Transaction cost plus			2.50%	2.50%	
Fixed Fee per Transaction		$	10.00	$ 10.00	

* $2.00 minimum

Section 7 - Parks and Community Services

Park Reservations

Non-Resident Fees: Fees for Non-Residents to participate in Recreation Programs and Services will be charged at full cost recovery, which is the Resident Fee plus 30%.

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Athletic Field Reservation					
Non-Profit Youth Groups per field	N/A	2 Hour min.	$ 2.00	$ 2.00	
Adult Non-Profit Groups and Unorganized Group Play per field	N/A	Per Hour	$ 5.00	$ 5.00	
Adult & Youth Sports play by Private Groups	N/A	Per Hour	$ 10.00	$ 10.00	
Organized Commercial (For Profit) Groups (per field)	N/A	Per Hour	$ 50.00	$ 50.00	
Field Preparation - not included - cost recovery of staff overtime	N/A	Per Hour	$ 50.00	$ 75.00	
Cancellation /Transfer Fee	N/A	N/A	20%	20%	
Athletic Field Lighting					
All Users (This does not include adult groups at Moreno Valley Community Park)	N/A	Per Hour	$ 15.00	$ 15.00	
Adult groups at Moreno Valley Community Park	N/A	Per Hour	$	$ 18.00	NEW
Snack Bar (4 Hours or Less Play)					
Moreno Valley Youth and Non-Profit Groups	N/A	Per Day	$ 20.00	$ 20.00	
Moreno Valley Youth and Non-Profit Groups	N/A	Per Evening *	$ 10.00	$ 10.00	
Cleaning Deposit Fee (required for all groups)	N/A	Per Rental	$ 125.00	$ 125.00	
Key Deposit (required for all groups)	N/A	Per Group	$ 25.00	$ 25.00	
Storage Unit Rental					
Storage Units	N/A	Per Month	$ 35.00	$ 35.00	
Over 4 Hour Play					
Field Reservation/Non-Profit (First field preparation included.)	N/A	Per Field	$ 100.00	$ 100.00	
Field Reservation/ Private Group (First field preparation included.)	N/A	Per Field	$ 175.00	$ 175.00	
Field Preparation - Weekday-Cost Recovery	N/A	Per Field	$ 50.00	$ 75.00	
Field Preparation - Weekend	N/A	Per Field	$	$ 115.00	NEW
Mound Drop and Removal	N/A	Per Event	$ 175.00- 300.00	$ 175.00- 300.00	
Admission Gate (Pre-Approved by Director)	N/A	Per Event	25% of gate	25% of gate revenue	
Snackbar Cleaning Deposit Fee (required for all groups)	N/A	Per Event	$ 200.00	$ 200.00	
Snackbar	N/A	Per Day	$ 50.00	$ 50.00	
Vendor Fee	N/A	Per Event	$ 100.00	$ 100.00	
Facility Deposit	N/A	N/A	$ 100.00	$ 100.00	
Cancellation/Transfer Fee	N/A	N/A	20%	20%	

Gate Admission Must be Pre-Approved by Director Per Event

Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Park Fees					
Park Reservation for Special Events	N/A	Per Day	$ 50.00	$ 50.00	
Park Reservation for Park Area	N/A	Per Day	$ 25.00	25.00	
Picnic Shelter Small (1-2 Tables)	N/A	Per Day	$ 37.00	$ 37.00	
Picnic Shelter Medium (3-6 Tables)	N/A	Per Day	$ 80.00	$ 80.00	
Picnic Shelter Large (Over 6 Tables)	N/A	Per Day	$ 156.00	$ 156.00	
Cleaning/Security Deposit	N/A	Per Day	$ 75.00	$ 75.00	
Special Event Permit	N/A	Per Day	$ 207.00	$ 207.00	
Cancellation/Transfer Fee	N/A	N/A	20%	20%	
Electrical Use		Per Day	$ 35.00	$ 35.00	
Valley Skate Park and Soccer Arena					
Helmet Rental	N/A	Per Person	$ 3.00	$ 3.00	
Helmet Deposit (ID Required or $20 Deposit)	N/A	Per Person	$ 20.00	$ 20.00	
Instructional Clinics/Lessons Per Session	N/A	Per Person	$ 5.00-20.00	$ 5.00-20.00	
Skate Park and Arena Soccer Session Entry Fee					
Youth	NA	Per Session	$ 2.00	$ 2.00	
Adult	NA	Per Session	$ 4.00	$ 4.00	
Soccer Arena Rental	NA	Per Hour	$ 5.00-50.00	$ 5.00-50.00	
Arena Soccer League					
Youth	NA	Per Team	$ 50.00-100.00	$ 50.00-100.00	
Adult	NA	Per Team	$ 300.00-500.00	$ 300.00-500.00	
Lights	NA	Half Hour	$ 7.50	$ 7.50	
School District Arena Rental	NA	Per Team	$ Cost Recovery for Staff	$ Cost Recovery for Staff	
Golf Course					
Golf Course Fees:					
Adult - 18 Holes (Mon. - Fri.)	N/A	Per Person	$ 11.00	$ 13.00	
~~Adult - 18 Holes Twilight Rate (after 2PM)~~	~~N/A~~	~~Per Person~~	~~$~~	~~$ 10.00~~	NEW
Adult - 9 Holes (Mon. - Fri.)	N/A	Per Person	$ 8.00	$ 9.00	
~~Adult - 9 Holes Twilight Rate (After 2PM)~~	~~N/A~~	~~Per Person~~	~~$~~	~~$ 6.00~~	NEW
Seniors 55 & Over - 18 Holes (Mon. - Fri.)	N/A	Per Person	$ 9.00	$ 11.00	
~~Seniors 55 & Over - 18 Holes Twilight Rate (After 2PM)~~	~~N/A~~	~~Per Person~~	~~$~~	~~$ 10.00~~	NEW
Seniors 55 & Over - 9 Holes (Mon. - Fri.)	N/A	Per Person	$ 6.50	$ 7.00	
~~Seniors 55 & Over - 9 Holes Twilight Rate (After 2PM)~~	~~N/A~~	~~Per Person~~	~~$~~	~~$ 6.00~~	
Adult & Seniors 18 Holes - Weekends, Holidays, Tournament Play	N/A	Per Person	$ 14.00	$ 15.00	NEW
Adult & Seniors 9 Holes - Weekends, Holidays, Tournament Play	N/A	Per Person	$ 9.50	$ 11.00	
Students Under 18 - 18 Holes (Mon. - Fri.)	N/A	Per Person	$ 9.00	$ 8.00	
~~Students Under 18 - 18 Holes Twilight Rates (After 2PM)~~	~~N/A~~	~~Per Person~~	~~$~~	~~$ 8.00~~	NEW
Students Under 18 - 9 Holes (Mon. - Fri.)	N/A	Per Person	$ 6.50	$ 5.00	
~~Students Under 18 - 9 Holes Twilight Rates (After 2PM)~~	~~N/A~~	~~Per Person~~	~~$~~	~~$ 5.00~~	NEW
~~Students Under 18 - 18 Holes (Weekends, Holidays, Tournament~~	~~N/A~~	~~Per Person~~	~~$~~	~~$ 9.00~~	NEW
~~Students Under 18 - 9 Holes (Weekends, Holidays, Tournament~~	~~N/A~~	~~Per Person~~	~~$~~	~~$ 7.00~~	NEW
Cart Rental	N/A	Per Cart	$ 2.50	$ 3.00	
Club Rental	N/A	Per Set	$ 5.00	$ 5.00	
Replay for Additional 9-Holes	N/A	Per Person	$	$ 5.00	NEW
~~Locker Rentals -- with Monthly Card~~	~~N/A~~	~~Per Person~~	~~$ 5.00~~	~~$ 5.00~~	DELETE
~~Locker Rentals -- without Monthly Card~~	~~N/A~~	~~Per Person~~	~~$ 10.00~~	~~$ 10.00~~	DELETE

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Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Golf Course Specials					
Punch Cards: Adults = Ten 9-Hole Rounds (Mon-Fri)	N/A	Per Card	$ 75.00	$ 60.00	
Punch Cards: Seniors = Ten 9-Hole Rounds (Mon-Fri)	N/A	Per Card	$ 50.00	$ 50.00	
Punch Cards: ~~Juniors~~ Students = Ten 9-Hole Rounds (Mon-Fri)	N/A	Per Card	$ 50.00	$ 35.00	
Punch Cards: Adults = Ten 9-Hole Rounds (Any Day)	N/A	Per Card	$	$ 75.00	NEW
Punch Cards: Seniors = Ten 9-Hole Rounds (Any Date)	N/A	Per Card	$	$ 75.00	NEW
Punch Cards: Students = Ten 9-Hole Rounds (Any Day)	N/A	Per Card	$	$ 50.00	NEW
Punch Cards: Adults = Ten 18-Hole Rounds (Mon-Fri)	N/A	Per Card	$	$ 90.00	NEW
Punch Cards: Seniors = Ten 18-Hole Rounds (Mon-Fri)	N/A	Per Card	$	$ 75.00	NEW
Punch Cards: Students = Ten 18-Hole Rounds (Mon-Fri)	N/A	Per Card	$	$ 55.00	NEW
Punch Cards: Adults = Ten 18-Hole Rounds (Any Day)	N/A	Per Card	$	$ 100.00	NEW
Punch Cards: Seniors = Ten 18-Hole Rounds (Any Date)	N/A	Per Card	$	$ 100.00	NEW
Punch Cards: Students = Ten 18-Hole Rounds (Any Day)	N/A	Per Card	$	$ 60.00	NEW
~~Youth After School Cards – 3 months – (Local schools + up to 17 yrs old) M – F = 3 pm until dusk~~	~~N/A~~	~~Per Person~~	~~$ 90.00~~	~~$ 90.00~~	DELETE
Monthly Cards: Seniors (Mon.-Fri.) Unlimited Play	N/A	Per Person	$ 65.00	$ 75.00	
Monthly Cards: ~~Juniors~~ Students (Mon.-Fri.) Unlimited Play	N/A	Per Person	$ 65.00	$ 75.00	
Monthly Cards: Adults (Mon.-Fri.) Unlimited Play	N/A	Per Person	$ 90.00	$ 75.00	
~~Monthly Cards: Family of 4 (Mon.-Fri.) Unlimited Play~~	~~N/A~~	~~Per Group~~	~~$ 170.00~~	~~$ 170.00~~	DELETE

Section 7 - Parks and Community Services

Facility Rental

Senior Center

User Group	Classification	Room	Minimum Time	Comments	Unit	Fee	Proposed Fee
Group 1	City sponsored/conducted events, governmental agencies (Federal, State, County) and educational institutions with reciprocal arrangements (defined below)	Banquet Room	4 hours	Monday through Thursday (with Kitchen)	Per Hour	$ 10.00	$ 10.00
		Banquet Room with Patio	4 hours	Monday through Thursday (with Kitchen)	Per Hour	$ 20.00	$ 20.00
		Banquet Room	2 hours	Friday through Sunday (with Kitchen)	Per Hour	$ 20.00	$ 20.00
		Banquet Room with Patio	2 hours	Friday through Sunday (with Kitchen)	Per Hour	$ 35.00	$ 35.00
		Classroom I and II	2 hours	Monday through Thursday	Per Hour	-	-
		Classroom I or II	2 hours	Monday through Thursday	Per Hour	-	-
		Arts & Crafts I and II	2 hours	Monday through Thursday	Per Hour	-	-
		Arts & Crafts I or II	2 hours	Monday through Thursday	Per Hour	-	-
					Service/Facility fees may apply		Service/Facility fees may apply
Group 2	City of Moreno Valley resident, non-profit resident organization, Moreno Valley commercial groups for social activities, government agencies (Federal, State, County) and educational institutions. Proof of residency may be required.	Banquet Room	4 hours	Monday through Thursday	Per Hour	$ 45.00	$ 45.00
		Banquet Room with Patio	4 hours	Monday through Thursday (with Kitchen)	Per Hour	$ 90.00	$ 90.00
		Banquet Room	2 hours	Friday through Sunday	Per Hour	$ 100.00	$ 100.00
		Banquet Room with Patio	2 hours	Friday through Sunday (with Kitchen)	Per Hour	$ 175.00	$ 175.00
		Classroom I and II	2 hours	Monday through Thursday	Per Hour	$ 55.00	$ 55.00
		Classroom I or II	2 hours	Monday through Thursday	Per Hour	$ 40.00	$ 40.00
		Arts & Crafts I and II	2 hours	Monday through Thursday	Per Hour	$ 45.00	$ 45.00
		Arts & Crafts I or II	2 hours	Monday through Thursday	Per Hour	$ 30.00	$ 30.00
					Service/Facility fees may apply		Service/Facility fees may apply
Group 3	Non-Resident and non-resident non-profit agencies. Proof of non-profit status may be required. Commercial use.	Banquet Room	4 hours	Monday through Thursday	Per Hour	$ 100.00	$ 100.00
		Banquet Room with Patio	4 hours	Monday through Thursday (with Kitchen)	Per Hour	$ 175.00	$ 175.00
		Banquet Room	2 hours	Friday through Sunday	Per Hour	$ 175.00	$ 175.00
		Banquet Room with Patio	2 hours	Friday through Sunday (with Kitchen)	Per Hour	$ 300.00	$ 300.00
		Classroom I and II	2 hours	Monday through Thursday	Per Hour	$ 125.00	$ 125.00
		Classroom I or II	2 hours	Monday through Thursday	Per Hour	$ 68.00	$ 68.00
		Arts & Crafts I and II	2 hours	Monday through Thursday	Per Hour	$ 100.00	$ 100.00
		Arts & Crafts I or II	2 hours	Monday through Thursday	Per Hour	$ 58.00	$ 58.00
					Service/Facility fees may apply		Service/Facility fees may apply

Service/Facility		Current Fee	Proposed Fee
Refundable Cleaning / Security Deposit		$ 300.00	$ 300.00
Setup / Reset Charge (if applicable)		$ 75.00	$ 75.00
Main Kitchen (Only)		$ 100.00	$ 100.00
Cleaning		$130.00 - $150.00	$130.00 - $150.00
Decorating	Per Hour	$ 25.00	$ 25.00
Overtime Staff Charge	Per Hour	Cost Recovery	Cost Recovery
Staff Time	Per Hour	$20.00 - $30.00	$20.00 - $30.00
Security Services	Per Hour	$20.00 - $25.00	$20.00 - $25.00
False Fire / Police Alarm penalty (per each false alarm)	Per False Alarm	$ 200.00	$ 200.00
False Alarm - Fire penalty	Per False Alarm	$ 28.00	$ 28.00
False Alarm - Police penalty	Per Hour	$ 150.00	$ 150.00
Insurance		Cost Recovery	Cost Recovery
Cancellation Fee		$ 300.00	$ 300.00

RECIPROCAL ARRANGEMENTS

Reciprocal arrangements are defined as a relationship of mutual facility use between the City of Moreno Valley and/or Moreno Valley Community Services District and governmental, educational agencies or resident non-profit organizations. Where reciprocal arrangements exist, no rental fee will be charged. However, cost recovery for staff and/or extraordinary expenses will be passed on to the user.

Section 7 - Parks and Community Services

Towngate Community Center

User Group	Classification	Room	Minimum Time	Comments	Unit	Current Fee	Proposed Fee
Group 1	City sponsored/conducted events, governmental agencies (Federal, State, County) and educational institutions with reciprocal arrangements (defined below)	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday	Per Hour	$ 15.00	$ 15.00
			4 hours	Friday through Sunday	Per Hour	$ 15.00	$ 15.00
				Service/Facility fees may apply			Service/Facility fees may apply
Group 2	City of Moreno Valley resident, non-profit resident organization, Moreno Valley commercial groups for social activities, government agencies (Federal, State, County) and educational institutions. Proof of residency may be required.	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday	Per Hour	$ 60.00	$ 60.00
			4 Hours	Friday through Sunday	Per Hour	$ 70.00	$ 70.00
				Service/Facility fees may apply			Service/Facility fees may apply
Group 3	Non-Resident and non-resident non-profit agencies. Proof of non-profit status may be required. Commercial use.	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday	Per Hour	$ 80.00	$ 80.00
			4 Hours	Friday through Sunday	Per Hour	$ 90.00	$ 90.00
				Service/Facility fees may apply			Service/Facility fees may apply
Group 4	Resident of Renaissance Park Housing Development	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday			
				First two hours	Per Hour	$ 25.00	$ 25.00
				Thereafter	Per Hour	$ 60.00	$ 60.00
			4 Hours	Friday through Sunday			
				First two hours	Per Hour	$ 18.00	$ 18.00
				Thereafter	Per Hour	$ 70.00	$ 70.00
				Service/Facility fees may apply			Service/Facility fees may apply

Service/Facility	Unit	Current Fee	Proposed Fee
Refundable Security Deposit	Per Hour	$ 200.00	$ 200.00
Setup/Reset Charge (if applicable)		$ 25.00	$ 25.00
Cleaning Fee		$130.00 - $150.00	$130.00 - $150.00
Cancellation Fee		$ 200.00	$ 200.00
Staff Regular Time	Per Hour	$20.00 - $30.00	$20.00 - $30.00
Staff Overtime		Cost Recovery	Cost Recovery
Decorating	Per Hour	$ 25.00	$ 25.00
Set-up Time and Tear Down of Event	Per Hour	$ 25.00	$ 25.00
False Alarm - Fire	Per Alarm	$ 200.00	$ 200.00
False Alarm - Police	Per Alarm	$ 28.00	$ 28.00
Unscheduled Program Use	Per Hour	$ 100.00	$ 100.00
Security Services	Per Hour	$20.00 - $25.00	$20.00 - $25.00

RECIPROCAL ARRANGEMENTS

Reciprocal arrangements are defined as a relationship of mutual facility use between the City of Moreno Valley and/or Moreno Valley Community Services District and governmental, educational agencies or resident non-profit organizations. Where reciprocal arrangements exist, no rental fee will be charged. However, cost recovery for staff and/or extraordinary expenses will be passed on to the user.

Section 7 - Parks and Community Services

Conference and Recreation Center

User Group	Classification	Room	Minimum Time	Comments	Unit	Current Fee	Proposed Fee
Group 1	City sponsored/conducted events	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 25.00	$ 25.00
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 25.00	$ 25.00
		Grand Valley Ballroom with small patio or large patio	3 Hours	Friday evening beginning at 5:00 pm and Sunday	Per Hour	$ 250.00	$ 250.00
		Grand Valley Ballroom with small patio or large patio	3 Hours	Saturday	Per Hour	$ 300.00	$ 300.00
		Alessandro Room	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 12.00	$ 12.00
		Alessandro Room	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 12.00	$ 12.00
		Dance Studio	2 Hours	Monday through Sunday	Per Hour	$ 12.00	$ 12.00
		Gymnasium	2 Hours	Monday through Sunday	Per Hour	$ 12.00	$ 12.00
		Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	$ 25.00	$ 25.00
		Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	$ 25.00	$ 25.00
					Service/Facility fees may apply		Service/Facility fees may apply
2	Federal, State, County and Educational Institutions.	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 144.00	$ 144.00
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 144.00	$ 144.00
		Grand Valley Ballroom with small patio	3 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	$ 250.00	$ 250.00
		Grand Valley Ballroom with small patio	3 Hours	Saturday	Per Hour	$ 300.00	$ 300.00
		Grand Valley Ballroom with large patio	2 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	$ 300.00	$ 300.00
		Grand Valley Ballroom with large patio	3 Hours	Saturday	Per Hour	$ 350.00	$ 350.00
		Alessandro Room (Full)	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 50.00	$ 50.00
		Alessandro Room (Half)	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 25.00	$ 25.00
		Alessandro Room (Half)	2 Hours	Long Term Rental 2-12 months	Per Hour	$ 20.00	$ 20.00
		Alessandro Room (Full)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 50.00	$ 50.00
		Alessandro Room (Half)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 25.00	$ 25.00
		Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	$ 25.00	$ 25.00
		Dance Studio	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 30.00	$ 30.00
		Dance Studio	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 45.00	$ 45.00
		Entire Gymnasium	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 50.00	$ 50.00
		Half Gymnasium	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 25.00	$ 25.00
		Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	$ 40.00	$ 40.00
					Service/Facility fees may apply		
Group 3	City of Moreno Valley resident, non-profit resident organization, Moreno Valley commercial groups for social activities.- Proof of residency may be required.	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 160.00	$ 160.00
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 210.00	$ 210.00
		Grand Valley Ballroom with small patio	3 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	$ 250.00	$ 250.00
		Grand Valley Ballroom with small patio	3 Hours	Saturday	Per Hour	$ 300.00	$ 300.00
		Grand Valley Ballroom with small patio-attendance under 200	3 Hours	Saturday	Per Hour	$ 250.00	$ 250.00
		Grand Valley Ballroom with large patio	2 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	$ 300.00	$ 300.00
		Grand Valley Ballroom with large patio	3 Hours	Saturday	Per Hour	$ 350.00	$ 350.00
		Alessandro Room (Full)	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 50.00	$ 50.00
		Alessandro Room (Half)	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 25.00	$ 25.00
		Alessandro Room (Half)	2 Hours	Long Term Rental 2-12 months	Per Hour	$ 20.00	$ 20.00
		Alessandro Room (Full)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 50.00	$ 50.00
		Alessandro Room (Half)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 25.00	$ 25.00
		Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	$ 25.00	$ 25.00
		Dance Studio	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 30.00	$ 30.00
		Dance Studio	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 45.00	$ 45.00
		Entire Gymnasium	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 50.00	$ 50.00
		Half Gymnasium	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 25.00	$ 25.00

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Section 7 - Parks and Community Services

Conference and Recreation Center (Cont.)

User Group	Classification	Room	Minimum Time	Comments	Unit	Current Fee	Proposed Fee
		Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	$ 40.00	$ 40.00
						Service/Facility fees may apply	Service/Facility fees may apply
Group 4	Non-Resident and non-resident non-profit agencies. Proof of non-profit status may be required. Commercial use.	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 200.00	$ 200.00
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 250.00	$ 250.00
		Grand Valley Ballroom with small patio	2 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	$ 350.00	$ 350.00
		Grand Valley Ballroom with small patio	3 Hours	Saturday	Per Hour	$ 400.00	$ 400.00
		Grand Valley Ballroom with small patio - Long Term Rental (2 to 12 months)	3 Hours	Saturday	Per Hour	$ 160.00	$ 160.00
		Grand Valley Ballroom with large patio	3 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	$ 350.00	$ 350.00
		Grand Valley Ballroom with large patio	3 Hours	Saturday	Per Hour	$ 400.00	$ 400.00
		Alessandro Room (Full)	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 75.00	$ 75.00
		Alessandro Room (Half)	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 40.00	$ 40.00
		Alessandro Room (Half)	2 Hours	Long Term Rental 2-12 months	Per Hour	$ 20.00	$ 20.00
		Alessandro Room (Full)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 75.00	$ 75.00
		Alessandro Room (Half)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 40.00	$ 40.00
		Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	$ 40.00	$ 40.00
		Dance Studio	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 75.00	$ 75.00
		Dance Studio	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 110.00	$ 110.00
		Entire Gymnasium	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 100.00	$ 100.00
		Half Gymnasium	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 50.00	$ 50.00
		Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	$ 40.00	$ 40.00
						Service/Facility fees may apply	Service/Facility fees may apply

Service/Facility		Unit	Current Fee	Proposed Fee
Grand Valley Ballroom Refundable Security Deposit for Groups 3 and 4			$200.00 - $750.00	$200.00-$750.00
Grand Valley Ballroom Refundable Security Deposit for Group 2 (Dependent on Event Liability)			$ -	$ -
Alessandro Room Refundable Security Deposit			$ 100.00	$ 100.00
Frank E. Brown Room Refundable Security Deposit			$ 100.00	$ 100.00
Dance Studio Refundable Security Deposit			$250.00 - $500.00	$250.00 - $500.00
Gymnasium Refundable Security Deposit			$250.00 - $500.00	$250.00 - $500.00
Grand Valley Ballroom Set-up Time and Tear Down of Event Minimum of one hour prior and one hour following event. Maximum of two hours.		Per Hour	$ 31.00	$ 31.00
Alessandro Room Set-up Time and Tear Down of Event Minimum of one hour prior and one hour following event. Maximum of two hours.		Per Hour	$ 25.00	$ 25.00
Scoreboard and Controller		Per Day	$ 20.00	$ 20.00
Extended Facility Use	Entire Gymnasium	Per Hour	$ 100.00	$ 100.00
	Half Gymnasium	Per Hour	$ 50.00	$ 50.00
	Grand Valley Ballroom	Per Hour	$ 450.00	$ 450.00
False Alarm - Fire		Per Alarm	$ 200.00	$ 200.00
False Alarm - Police		Per Alarm	$ 28.00	$ 28.00
Cleaning Fee			$200.00 - $230.00	$200.00 - $230.00
Unscheduled Program Use		Per Hour	$ 100.00	$ 100.00
Insurance			Cost Recovery	Cost Recovery
Decorating		Per Hour	$ 31.00	$ 31.00
Audio Visual Technician		Per Hour	$35.00 - $45.00	$35.00 - $45.00
Staff Time		Per Hour	$20.00 - $30.00	$20.00 - $30.00
Staff Overtime (per hour)			Cost Recovery	Cost Recovery
Security Services		Per Hour/Per Guard	$20.00 - $25.00	$20.00 - $25.00

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Section 7 - Parks and Community Services

Conference and Recreation Center (Cont.)

Equipment Rental	Current Fee	Proposed Fee
TV/VCR/DVD	$25	$25
Coffee Pot (12 cup)	$6	$6
Coffee Pot (55 cup)	$20	$20
Coffee Pot (100 cup)	$40	$40
Linen Rental	$5	$5
AV Projector	$25	$25
Overhead Projector	$20	$20
Microphone (cordless)	$25	$25
Deluxe Sound System (small system available at no charge)	$100	$100
Dance Floor - 500 sq.ft. thru 1000 sq. ft. (includes set-up)	$200	$200
Easel	$10	$10
Flags	No charge	No charge
Gymnasium Floor Covering	$1,300	$1,300
Platform Lights	$100.00 - $200.00	$100.00 - $200.00
Portable Bar	$50	$50
Projection Screen	No charge	No charge
Podium with microphone	No charge	No charge

* Tables and chairs are included in the room rental fee.
* Linens, cutlery, decorations, and patio furniture are not included with the room rental fee.
* Replacement fee will be assessed if equipment is damaged or destroyed.
* Rental equipment fees are subject to change without notice.
* Fees are subject to cost recovery charges.

RECIPROCAL ARRANGEMENTS

Reciprocal arrangements are defined as a relationship of mutual facility use between the City of Moreno Valley and/or Moreno Valley Community Services District and governmental, educational agencies or resident non-profit organizations. Where reciprocal arrangements exist, no rental fee will be charged. However, cost recovery for staff and/or extraordinary expenses will be passed on to the user.

Section 7 - Parks and Community Services

Mobile Stage Unit

Categories	Mandatory Staff Fee: Stage Unit with Platforms (3 staff)	Mandatory Staff Fee: (2 staff)	Refundable Cleaning Deposit	Unit	Current Fee	Proposed Fee
Category I	Cost Recovery	Cost Recovery				
			No Charge		No Charge	No Charge
Category II						
Within Moreno Valley City Boundaries	Cost Recovery	Cost Recovery	$ 100.00	Per Day	$ 135.00	$ 135.00
Boundaries Outside of Moreno Valley	Cost Recovery	Cost Recovery	$ 100.00	Per Day	$ 575.00	$ 575.00
Category III						
	Cost Recovery	Cost Recovery	$ 100.00	Per Day	$ 125.00	$ 125.00
Category IV						
	Cost Recovery	Cost Recovery	$ 100.00	Per Day	$ 335.00	$ 335.00
Category V						
Within boundaries of Moreno Valley	Cost Recovery	Cost Recovery	$ 100.00	Per Day	$ 560.00	$ 560.00
Outside of boundaries of Moreno Valley	Cost Recovery	Cost Recovery	$ 100.00	Per Day	$ 600.00	$ 600.00

CATEGORY DEFINITIONS	
Category I:	Parks and Community Services Department, City sponsored and/or city co-sponsored events.
Category II:	Other governmental agencies (city, county, federal or state) and educational institutions (school districts).
Category III:	A Moreno Valley based non-profit service organization that holds monthly meetings within the City of Moreno Valley's city boundaries. Organization must have a City of Moreno Valley mailing address. Organization's primary purpose must be charity, youth development, cultural enrichment, or civic improvement; and must show proof of non-profit status (Section 501(c)(3) and 501(c)(4) of Internal Revenue Code). Organization must show a viable organizational structure including with the application a listing of board officers' names, addresses and telephone numbers.
Category IV:	Moreno Valley businesses located within the City of Moreno Valley's city boundaries.
Category V:	Non-Moreno Valley based businesses and non-profit organizations.

MOBILE STAGE UNIT MISCELLANEOUS INFORMATION

DIMENSIONS Stage When Extended	
Interior Length	36'
Interior Depth	13', 6"
Body of Mobile Stage Unit	
Width	8 feet
Length	40', 45' hitch
Height of Back Wall	92" or 7'-8'
Platforms	
Extra Stage - Total of 9 Each	4' X 8'

AMENITIES INCLUDED IN MOBILE STAGE UNIT COST

Skirting around mobile stage unit

Generator

OPTIONAL AMENITIES

Sound System available at an additional cost of $50.00 per day plus $100.00 refundable security / deposit.

Sound System include Amplifier - Includes 8 Channels

Two (2) Large speakers with stands

Two (2) microphones with stands

Tape deck

Section 7 - Parks and Community Services

Equestrian Center

User Group	Classification		Current Fee		Proposed Fee
Group 1	City sponsored/conducted events, non-profit organizations, governmental agencies (Federal, State, County) and Educational Institutions with reciprocal arrangements (defined below).		$ 0	*	$ 0
Group 2	City of Moreno Valley resident (proof of residency may be required), resident non-profit organization (proof of residency may be required), governmental agencies (Federal, State, County) and Education Institutions.		$ 100.00	*	$ 100.00
Group 3	Moreno Valley commercial groups - social activities.	Per Day	$ 125.00	*	$ 125.00
Group 4	Non-Resident, non-profit, (proof of non-profit status may be required).	Per Day	$ 125.00	*	$ 125.00
Group 5	Resident, commercial use for profit.	Per Day	$ 125.00	*	$ 125.00
Group 6	Non-Resident, commercial use for profit.	Per Day	$ 125.00	*	$ 125.00

*Service/Facility Use Fees may apply

SERVICE / FACILITY USE FEES

Service / Facility	Current Fee	Proposed Fee
Refundable Security Deposit	$ 300.00	$ 300.00
Tractoring Fee (if applicable), each	$ 100.00	$ 100.00
Standby Tractoring Fee	$ 50.00	$ 50.00
Water Key Deposit	$ 25.00	$ 25.00
Lighting	$ 15.00	
Cancellation	$ 25.00	$ 25.00
Staff Overtime (per hour)	Cost Recovery	Cost Recovery

RECIPROCAL ARRANGEMENTS

Reciprocal arrangements are defined as a relationship of mutual facility use between the City of Moreno Valley and/or Moreno Valley Community Services District and governmental, educational agencies or resident non-profit organizations. Where reciprocal arrangements exist, no rental fee will be charged. However, cost recovery for staff and/or extraordinary expenses will be passed on to the user.

Cottonwood Banquet Room

Room	Classification		Current Fee		Proposed Fee	
Banquet Room	Friday through Saturday (Minimum Time 4 hours)	per Hour	$ 0	*	$ 50.00	NEW
Banquet Room	Monday through Thursday (Minimum Time 2 hours)	Per Hour	$ 0	*	$ 40.00	NEW

*Service/Facility Use Fees may apply

SERVICE / FACILITY USE FEES

Service / Facility		Current Fee	Proposed Fee	
Refundable Cleaning/Security Deposit		$ -	$ 200.00	NEW
Setup/Reset Charge	per Hour	$ -	$ 25.00	NEW
Cleaning		$ -	Cost Recovery	NEW
Decorating	per Hour	$ -	$ 25.00	NEW
Staff Charge	per Hour	$ -	$ 25.00	NEW
Other Security Services	per Hour	$ -	$ 20.00	NEW
Unscheduled Program Use	per Hour	$ -	$ 90.00	NEW
Cancellation Fee	per Hour	$ -	$ 200.00	NEW

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MV00196500

Section 8 - Police

	Unit	Current Fee		Proposed Fee	Comments on Proposed Changes to Fees
ABC Letter (Alcohol Beverage Control Letter)	Each	$ 20.00		$ 20.00	
Administrative Citations					
1st Offense		$ 100.00	MC 1.01.230	$ 100.00	
2nd Offense		$ 200.00	MC 1.01.230	$ 200.00	
3rd Offense		$ 500.00	MC 1.01.230	$ 500.00	
Bingo Permit	Annual	$ 50.00	Fee set by PC 326.5/Ord 611 11.50.050	$ 50.00	
Certification of Police Records	Each	$ 5.00		$ 5.00	
Clearance Letter	Each	$ 10.00	GC6253(b)	$ 10.00	
Citation Sign-off for Non-Resident	Each	$ 15.00	GC26746.1	$ 15.00	
Concealed Weapons Permit	Processed by the Riverside County Sheriff's Department				
Explosive Permit (fingerprinting)	See Fingerprinting: Live Scan				
False Alarm Response					
Burglary	per Occurrence	$ 31.00		$ 32.00	
Robbery	per Occurrence	$ 123.00		$ 125.00	
Fingerprinting (Live Scan)					
Processing through DOJ and FBI	per Set	$ 49.00	Fee set by DOJ and FBI	$ 49.00	
Processing through DOJ	per Set	$ 32.00	Fee set by DOJ	$ 32.00	
Processing fee	per Set	$ 10.00	PC 13300(e)	$ 10.00	
Juvenile Daytime Curfew Ordinance Police Service Fee (plus fine amount)		$ 30.00	MC 11.05.080	$ 30.00	
Photographs					
Photographs: Traffic Collisions (3"x5" or 8"x10")*	Each	$ 22.00		$ 22.00	
Color Copy of Digital Photo	Each	$ 5.00		$ 5.00	
Mug Shot/Booking Photo	Each	$ 5.00		$ 5.00	

Section 8 - Police

	Unit	Current Fee		Proposed Fee	Comments on Proposed Changes to Fees
Police Services at Public Event					
Police Sergeant	per Hour	$ 95.37	Fully burdened City cost per contract	$ 95.37	Fully burdened City cost per contract
Police Officer	per Hour	$ 70.67	Fully burdened City cost per contract	$ 70.67	Fully burdened City cost per contract
Community Services Officer	per Hour	$ 48.35	Fully burdened City cost per contract	$ 48.35	Fully burdened City cost per contract
Reports					
Collision and Crime	up to 10 pages	$ 5.00		$ 5.00	
	each additional page	$ 0.20		$ 0.20	
Repossession Fee		$ 15.00	Fee set by GC26751 & GC41612	$ 15.00	
Second Hand Dealers License					
State Initial License		$ 195.00	Bus & Prof Code 21641	$ 300.00	BASED ON BUS & PROF CODE
Renewal		$ 12.00	Bus & Prof Code 21642	$ 300.00	BASED ON BUS & PROF CODE
Fingerprinting (Live Scan)		$ 32.00	Fee set by DOJ	$ 32.00	
Live Scan processing fee		$ 10.00	PC 13300(e)	$ 10.00	
Security Clearance Information Act (SCIA) - Local Records Check		$ 5.00	Federal Statute Title 5 Chapter 91 Section 9101	$ 5.00	
Taxicab					
Application Processing	Annual	$ 156.00		$ 159.00	
Taxicab Driver Permit	Annual / per Driver	$ 11.00		$ 11.00	
Taxicab Permit	Annual / per Taxicab	$ 11.00		$ 11.00	
Fingerprinting/Background Check		See Fingerprinting: Live Scan			
Tow Truck					
Driver Fee	Annual	$ 25.00		$ 26.00	
Fingerprinting/Background Check		See Fingerprinting: Live Scan			
Vehicle Release		$ 120.00		$ 120.00	
Massage					
Appeal Fee (Operator and technician)		$ 143.00		$ 146.00	
Application Fee and Renewal		$ 13.00		$ 13.00	
Inspection Fee		$ 139.00		$ 142.00	
Background Check, Fingerprinting and photo					
Initial		$ 172.00		$ 175.00	
Renewal		$ 69.00		$ 70.00	
Testing Fee (Operator and technician)		$ 96.00		$ 98.00	

Resolution No. 2013-25
Date Adopted: April 23, 2013

MV00196502

Section 9 - Public Works

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Administration				
Plans and Specification Fee (non-refundable)		Actual cost ($10 min)	Actual cost ($10 min)	
Copy of Capital Improvement Plan	Each	Actual City Cost	Actual City Cost	
Solid Waste				
Self Haul Permit (Solid Waste)	Each	$ 41.00	$ 42.00	

Section 9 - Public Works

Electric Utility

	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
PLAN CHECKING AND INSPECTION/TESTING FEES			
Upon submittal of improvement plan(s) for a project's electrical distribution system, line extension facilities and/or structures for plan review, the submittal shall be accompanied with a deposit of an amount equal to 3.25% of the engineer's estimated construction costs for improvements. Prior to second submittal of improvement plans, the City Engineer will approve a final cost for improvements and a plan review fee will be established. From this final fee, the deposit will be deducted. This fee shall be paid prior to the second submittal of the improvement plan(s).			
Improvement Plans (Total cost of construction)			
Off-Site & On-Site 1-3 submittals			
First $20,000	4.00%	4.00%	
Next $80,000	3.50%	3.50%	
Over $100,000	3.25%	3.25%	
4th and subsequent submittals per sheet	$248/sheet or as directed by City Engineer	$248/sheet or as directed by City Engineer	
Revisions (Improvement Plans)			
Minor per sheet	$ 261.00	$ 261.00	
Major per sheet (minimum fee)	$ 269.00	$ 269.00	
Inspection and Testing (Total cost of construction)			
Off-Site & On-Site			
First $20,000	4.00%	4.00%	
Next $80,000	3.50%	3.50%	
Over $100,000	3.25%	3.25%	

RATE SCHEDULE & CHART OF CHARGES AND FEES

The chart of Moreno Valley Electric Utility charges and fees are located in the *City of Moreno Valley Electric Service Rules, Fees and Charges* document. Moreno Valley Electric Utility rates are located in the *Moreno Valley Electric Rates* document. Both documents are approved by the City Council under separate consideration and are available online at http://www.moval.org/resident_services/utilities/rate-tariff.shtml or from the MVU Office.

Section 9 - Public Works

Maintenance and Operations

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Private Residence Tree Removal (Service not available on request; service will only be performed when required as determined by Public Works, Maintenance and Operations Division)	Each	$ 280.00	$ 286.00	

Section 9 - Public Works

Transportation Engineering

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Permit Parking Program						
Application Fee	Each	$ 93.00		$ 95.00		
Special Traffic Count						
Daily Directional	per Count	$ 141.00		$ 144.00		
Daily Non-Directional	per Count	$ 70.00		$ 71.00		
Peak Hour Intersectional	per Count	$ 49.00		$ 50.00		
Speed Study						
Radar		$ 53.00		$ 54.00		
Speed Profile (2 tubes, 1 machine)		$ 197.00		$ 201.00		
Special Traffic Curb Painting	Deposit	$ 178.00	Actual charge is "fully burdened" rate charge	$ 178.00	Actual charge is "fully burdened" rate charge	
Signs						
Miscellaneous Traffic Control Signs (Stop, Yield, Bus Stop, etc)	Each	$ 280.00		$ 286.00		
Neighborhood Watch Signs (Installed)	Each	$ 13.00		$ 13.00		
				$ -		
Street Name Sign	Each	$ 421.00		$ 429.00		

Section 9 - Public Works

Transportation Engineering

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Signal Construction Inspection and Turn-on				
<= $100,000 of Engineer's estimate		4.00%	4.00%	
$100,001-$250,000 of Engineer's estimate		3.00%	3.00%	
> $250,000 of Engineer's estimate		2.50%	2.50%	
Controller Testing		$ 2,005.00	$ 2,045.00	
Signing and Striping Plan Review (1-3 submittals)	Per Sheet	$ 364.00	$ 371.00	
4th and subsequent submittals	Per Sheet	$ 213.00	$ 217.00	
Temporary Parking Permit				
Type I		$ 141.00	$ 144.00	
(Allow temporary parking on a restricted street section with curb lane width of less than 18 ft)				
Type II		$ 70.00	$ 71.00	
(Allow temporary parking on a restricted street section with curb lane width of 18 ft or more)				
Traffic Impact Analysis				
Minor	Each	$ 1,177.00	$ 1,201.00	
Major	Each	$ 3,118.00	$ 3,180.00	
Traffic Control Plan Review (1-3 submittals)	per Sheet	$ 364.00	$ 371.00	
4th and subsequent submittals	Per Sheet	$ 213.00	$ 217.00	

Section 10 - Miscellaneous Fees and Charges

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Council Chamber Room Rental	per Day	$ 132.00	$ 132.00	
Neighborhood Preservation Revitalization Program Housing Inspection Minimum Permit Fees (all types of permits)	Each	$1,526.00	$ 1,557.00	
Housing Assistance Financial Analysis Charge		City Cost	City Cost	
Mileage for City employee appearances	per Mile	IRS allowable rate	IRS allowable rate	
Motion Picture Permit	Each	$ 393.00	$ 393.00	
Copies *				
Black & White	per Page	$ 0.20	$ 0.20	
Color	per Page	$ 0.75	$ 0.75	

* All government agencies and their official representatives shall be exempt from paying these charges for single copies for official use.

Copies and Research in response to subpoena	per Occurrence	City cost as provided for in California Evidence Code Section 1563	

Copies of maps, documents, graphs or special work may be furnished upon the payment of the cost of printing and preparation. For such items for which a regular established price is unavailable, the Department Head, in collaboration with the Financial & Administrative Services Director, may establish a price consistent with the cost of printing and preparation thereof. The Financial & Administrative Services Director shall report such exceptions to the City Manager. It shall be the responsibility of the City Manager to review such costs annually and make such recommendations to the City Council as required to keep charges consistent with actual costs.

The City Council may waive processing or appeal fees for any private or public agency on a case-by-case basis. In the case of an appeal by a public agency or school district, no fee shall be charged until the City Council considers the appeal matter itself and renders a decision on the waiver of the fee after the entire appeal matter has been heard.

Note: Projects equal to or in excess of $50,000,000 in total value will qualify to be considered for inclusion in the City's pilot program utilizing Time-and-Material charging/billing methodology for Development Services activities; this program encompasses all Departments and all fees for projects in the program. For more information on this pilot program please contact the City Manager's Office.

Land Development Division Deposits will be valued at one-quarter of the fee that would typically be charged for plan check or inspection services.

Section 11 - Penalties and Delinquent Fee Schedule for Parking Violations

M.V.M.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
12.12.130	Parked in violation of designated curb color	$ 28.50	$ 12.50	$ 41.00	$ 69.50	$ 12.50	$ 82.00
12.12.130	No standing/stopping/parking anytime (posted)	$ 28.50	$ 12.50	$ 41.00	$ 69.50	$ 12.50	$ 82.00
12.12.130	Posted time 6 p.m. to 6 a.m. (commercial vehicle)	$ 28.50	$ 12.50	$ 41.00	$ 69.50	$ 12.50	$ 82.00
12.38.040	Vehicle parked on street in excess of 72 hours	$ 28.50	$ 12.50	$ 41.00	$ 69.50	$ 12.50	$ 82.00
12.42	No parking (street sweeping)	$ 45.00	$ 12.50	$ 57.50	$ 102.50	$ 12.50	$ 115.00
6.04.040.D2	Parking on unimproved surface	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
11.24.200	Inoperative vehicle in view in excess of 72 hours	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00

M.V.M.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
12.38.020A	It is unlawful to park or leave standing any of the following:						
12.383020A1	Any vehicle or trailer which is used to transport animals or which harbors vermin or pestilence or which emits noxious or nuisance odors on any highway, street, road alley or on any public or private property within the city.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020A2	Any vehicle or trailer which contains any hazardous substances as defined in section 2452 of the California Vehicle Code on any highway, street, road, alley or on any public or private property within the city.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020A3	Any trailer, utility trailer, boat trailer, boat, camper, camper shell, camp trailer, trailer coach or semi-trailer that is non-self propelled, non-motorized or not capable of movement under its own power and which is unattached to a vehicle on any highway, street, road or alley within the city.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020A4	Any vehicle on any highway, street, road or alley within the city for the purpose of servicing or repairing such vehicle except when necessitated by an emergency.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00

Section 11 - Penalties and Delinquent Fee Schedule for Parking Violations

M.V.M.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
12.38.020B	It is unlawful to park or leave standing any commercial vehicle, truck, trailer or semi-trailer having a manufacturer's gross vehicle weight rating (Vehicle Code Section 390) of ten thousand (10,000) pounds or more as described in the following:						
12.38.020B1	On any highway, street, road, alley or private property within the residential district within the city.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B2	On any vacant or unimproved non-residential property in the city.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B3	On any residential property so that any part of such vehicle is within one hundred (100) feet of any human dwelling.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B4	Within one hundred fifty (150) feet of any driveway opening.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B5	Within any commercially zoned property for the purpose other than doing business at the site, or for the purpose not related to such business operation, or remaining parked or standing for longer than reasonably appropriate to do such business or acts related to such business operations.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B6	On any residential property so that any part of such vehicle is within fifteen (15) feet of the property line, a public sidewalk or a public or private roadway edge.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B7	On any alley within the city.	$ 73.50	$ 12.50	$ 86.00	$ 156.50	$ 12.50	$ 172.00
12.38.020B7	On any highway, street or road which is adjacent to a parcel upon which there exists a public facility. Within the meaning of this subsection, "public facility" includes, but is not limited to, parks, schools and civic buildings.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B9	Any unattached semi-trailer on a public highway, street, road or alley within the city.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020C	While adjacent to a developed residential area within the city, the operator shall not idle the vehicle's engine for longer than fifteen (15) minutes.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00

Section 11 - Penalties and Delinquent Fee Schedule for Parking Violations

C.V.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
5204	Improper display of tabs	$ 45.00	$ 12.50	$ 57.50	NA	NA	NA
	Improper display of tabs with correction	$ 5.00	$ 5.00	$ 10.00	NA	NA	NA
21113(a)	Unauthorized parking upon public grounds	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
21211(a)	Stopping in bicycle lane	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(a)	Parking unlawfully, within intersection	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(b)	Parking unlawfully, on crosswalk	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(c)	Parking unlawfully, adjacent to safety zone	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(d)	Parking unlawfully, within 15 feet of fire station driveway	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(e)	Parking unlawfully, blocking any driveway	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(f)	Parking unlawfully, on a sidewalk	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(g)	Parking unlawfully, blocking excavation	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(h)	Parking unlawfully, double parking	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(i)	Parking unlawfully, in posted bus loading zone	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(k)	Parking on a bridge, unless otherwise permitted or authorized	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(l)	Parking unlawfully, blocking sidewalk wheelchair access	$ 420.00	$ 12.50	$ 432.50	NA	NA	NA
22500.1	Parking unlawfully, in posted fire area	$ 50.00	$ 12.50	$ 62.50	$ 112.50	$ 12.50	$ 125.00
22502(a)	Vehicle parked with right wheels in excess of 18" from right hand curb (exception: Motorcycles shall be parked with at least one wheel touching the right hand curb).	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22507.8(a)	Parking in space designated for disabled	$ 420.00	$ 12.50	$ 432.50	NA	NA	NA
22507.8(b)	Obstruct or block disabled parking space	$ 420.00	$ 12.50	$ 432.50	NA	NA	NA
22507.8(c)	Parking in cross-hatch area designated for disabled	$ 420.00	$ 12.50	$ 432.50	NA	NA	NA
22514	Parking within 15 feet of fire hydrant	$ 50.00	$ 12.50	$ 62.50	$ 112.50	$ 12.50	$ 125.00
22515(b)	Unattended vehicle wheels not blocked, and/or parking brake not	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22522	Parking within 3 feet of a sidewalk access ramp	$ 420.00	$ 12.50	$ 432.50	NA	NA	NA
22658	Unauthorized parking	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
40226	Failure to display handicapped placard	$ 20.00	$ 12.50	$ 32.50	NA	NA	NA
	Other	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00

MORENO VALLEY
WHERE DREAMS SOAR

CITY OF MORENO VALLEY

Item No. E.1

-465-

Annual Fee Schedule Update

April 23, 2013

Background

- The Fee Schedule is based on the recovery of the estimated reasonable cost to provide a service as established by the California Government Code
- Last comprehensive fee study was done in FY 2005
- Anticipate conducting a new fee/cost study during FY 2014
- Most fees have been increased to reflect the average rate of change in the CPI (Los Angeles-Riverside-Orange County) which was 2%

MV00196513

General Considerations

- An inflation factor of 2% has been applied to most fees to reflect the average rate of change in the CPI (Los Angeles-Riverside-Orange County)
- The inflation factor has not been applied to Deposit based fees which generally reflect time & material based charges
- Other increases or decreases in fees or the addition or deletion of fees can be recommended by departments

MV00196514

Administrative Services
Animal Services

- Dog adoption fees were left unchanged to maintain fees at levels which are consistent with other jurisdictions

MV00196515

Community and Economic Development
Building & Safety Division

- Fees increased to match fully burdened rate
  - Demand Letter
  - Updated Demand Letter
  - Replacement Lien Release
- New fees requested
  - Replacement Job Card
  - Transfer of Issued Permit to New Applicant with Job Card
  - Special Inspector Registration
  - Address Assignment
  - Alternate Means, Methods or Materials Review

MV00196516

Community and Economic Development
Building & Safety Division

- New fees requested (continued)
  - Counter Plan Checks/Site Approval
  - Plan Check (Accessibility, Green or Energy Code)
  - Plan Check Solar SV System
  - Plan Check/Permit Extension
  - Revision of Approved Plans
  - Inspections (Accessibility, Green or Energy Code)
  - Training Surcharge (AB717)
  - Document Archive
  - Technology Maintenance Fee

MV00196517

Community and Economic Development
Land Development Division

Fees recalculated to reflect review processes performed by the Planning Division

- Lot Line Adjustment
- Certificate of Parcel Merger
- Certificate of Compliance
- Conditional Certificate of Compliance
- Parcel Map Residential & Commercial
- Amended Parcel Map Residential & Commercial
- Amended Tract Map
- 4th and Subsequent Reviews
- Subdivisions & Custom Homes

MV00196518

Community and Economic Development
Land Development Division

- Fees recalculated to reflect review processes performed by the Planning Division (continued)
  - Tract Map & Non-Subdivisions
  - Revisions (Mass/Rough Grading Plans)
  - Stockpile/Borrow Site Plans
  - Revisions (Stockpile/Borrow)
  - Precise Grading Plan Check Parcel Maps
  - Precise Grading Plan Check Tract Maps
  - Precise Grading Plan Non-Subdivisions
  - Precise Grading Plan Revisions (Precise Grading Plans)

Community and Economic Development
Land Development Division

- New fees requested
  - NPDES Invoice Processing Fees
    - Construction Inspection
    - Business Inspection
- Advanced Energy categories have been expanded to better represent potential future street lighting installations

MV00196520

Community and Economic Development Planning Division

- Increased "Fully Burdened Hourly Rate" to reflect current cost levels
- Fees recalculated to reflect review processes performed by the Building & Safety and Special Districts Divisions
  - Conditional Use Permit
  - Conditional Use Permit Amended CUP/Substantial Conformance
  - Custom Home Review
  - Environmental Review-Expanded Initial Study /Expanded Project Review

Community and Economic Development Planning Division

- Fees recalculated to reflect review processes performed by the Building & Safety and Special Districts Divisions (continued)
  - Plot Plan
    - With Hearing
    - Without Hearing (notice)
    - Without Hearing (no notice)
    - Amended Plot Plan/Substantial Conformance
  - Temporary Use Permits

MV001196522

Financial & Management Services
Special Districts

- Added a notation that Mail Ballot/Special Election Fees will include any associated 3rd party costs

MV00196523

Parks & Community Services

- New fees requested
  - Athletic Field Lighting-Adult Groups at Moreno Valley Community Park
  - Over 4 Hour Play-Field Preparation-Weekends
  - Golf Course
    - Twilight Rate (after 2 P.M.)
      - Adult
      - Senior (55 & Over)
      - Students under 18
    - Students under 18 (Weekends, Holiday, Tournament)
    - Replay for Additional 9 Holes
    - Punch Cards for Adults, Seniors & Students
    - Facility Rental Fee for the Cottonwood Banquet Room

MV00196524

Parks & Community Services

- Fees to be deleted
  - Golf Course
    - Locker Rentals
    - Youth After School Cards
    - Monthly Cards: Family of 4

MV00196525

Implementation Schedule

- Fees are scheduled to take effect Monday, July 1, 2013
- This will accommodate the 60 day waiting period required by Government Code Section 660016-17 for development related fees

MV00196526

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MV00196527

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: April 23, 2013

TITLE: ALESSANDRO BOULEVARD CORRIDOR IMPLEMENTATION PROJECT, WHICH INCLUDES TWO GENERAL PLAN AMENDMENTS (PA11-0028 & PA12-0046), TWO CHANGES OF ZONES (PA11-0029 & PA12-0047), AND MUNICIPAL CODE AMENDMENT (PA11-0030). THE PROJECT INCLUDES REZONING AREAS ALONG ALESSANDRO BOULEVARD AND NEAR PERRIS BOULEVARD AND IRIS AVENUE TO R30 (RESIDENTIAL UP TO 30 UNITS PER ACRE), 10.46 ACRES TO OPEN SPACE, COMMERCIAL REZONING OF A PARCEL AT THE SOUTHWEST CORNER OF PERRIS BOULEVARD AND GENTIAN AVENUE, AND THE CREATION OF A MIXED USE DISTRICT OVERLAY. THE R30 REZONING WILL PROVIDE CONSISTENCY WITH THE CITY'S CERTIFIED HOUSING ELEMENT

RECOMMENDED ACTION

Recommendations: That the City Council:

1. **ADOPT** a Mitigated Negative Declaration for PA11-0028 (General Plan Amendment), PA11-0029 (Change of Zone), PA11-0030 (Municipal Code Amendment), PA12-0046 (General Plan Amendment) and PA12-0047 (Change of Zone) pursuant to the California Environmental Quality Act (CEQA) Guidelines.

2. **APPROVE** Resolution No. 2013-26 approving PA11-0028 and PA12-0046 (General Plan Amendments), thereby establishing General Plan Land Use Map designations for certain properties as described in the Resolution, and the revised General Plan Maps.

3. **INTRODUCE** Ordinance No. 864 approving a Municipal Code Amendment (PA11-0030) creating the Mixed Use District Overlay and amending various sections of

Title 9 of the City of Moreno Valley Municipal Code based on the findings in the Ordinance.

4. **INTRODUCE** Ordinance No. 865 approving Zone Change (PA11-0029) from Community Commercial (CC), Office Commercial (OC), Residential 15 (R15 and Residential 5 (R5) to Residential 30 (R30), and Zone Change (PA12-0047) from Residential 5 (R5) to Community Commercial (CC), based on the findings in the Ordinance, and the revised zoning pages.

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Planning Commission, at its March 14, 2013 meeting approved Planning Commission Resolution No. 2013-08, with revisions, recommending by a 6-0 vote that the City Council adopt a Mitigated Negative Declaration for PA11-0028 (General Plan Amendment), PA11-0029 (Change of Zone), PA11-0030 (Municipal Code Amendment), PA12-0046 (General Plan Amendment) and PA12-0047 (Change of Zone) and approve PA11-0028 (General Plan Amendment), PA11-0029 (Change of Zone), PA11-0030 (Municipal Code Amendment), PA12-0046 (General Plan Amendment) and PA12-0047 (Change of Zone).

The revisions to the project included changes to PA11-0028 (General Plan Amendment) and PA11-0029 (Change of Zone) regarding a number of parcels in Area #3 to be changed to Residential 30 (R30). One property owner on Alessandro Boulevard (just east of Blue Ribbon Lane) did not want his property rezoned. Another land owner with property near the southeast corner of Alessandro Boulevard and Lasselle Street requested to be included in the rezoning to Residential 30 (R30). With the location of these parcels relatively close, total of acreage being comparable and a discussion with RBF Consulting (who completed the required CEQA documentation for the project), trade out of approximately 17 acres east of Blue Ribbon Lane for 17 acres of APN 486-280-043 to be rezoned Residential 30 (R30) was possible without a major revision to the Initial Study and related reports.

BACKGROUND

The proposed "Alessandro Boulevard Corridor Project - Phase II Implementation" is based on the prior "Alessandro Boulevard Corridor Demonstration Project" (Phase I - SCAG sponsored Demonstration Project completed in June 2010) and promotes the Compass Principles by encouraging strategies to integrate transportation and community (housing, shopping, entertainment, etc.). The "Alessandro Boulevard Corridor Demonstration Project" (Phase I) explored opportunities for mixed use transit-oriented development along Alessandro Boulevard, an important regional transportation link for Moreno Valley. The City of Moreno Valley through Phase II has further promoted the use of Alessandro Boulevard as a way to reduce the impacts of transportation on the environment and to provide efficient access to jobs and services.

To assist the City in the implementation of a vision for the Alessandro Boulevard area, Phase II includes:

- Creation an overlay district for the Alessandro Boulevard corridors to identify areas suited for Mixed Use Districts;
- Creation of requirements for selecting Mixed Use Districts sites;
- Creation urban design strategies to intensify land uses;
- Rezoning of areas along Alessandro Boulevard and northeast of Perris Boulevard and Iris Avenue to Residential 30 (R30) as identified in the February 2011 General Plan Housing Element Update;
- Rezoning of a 21.47 acre parcel at the southwest corner of Gentian Avenue and Perris Boulevard (APN: 485-220-041) to Commercial (C);
- And amending the Municipal Code to include all the new standards.

Planning staff has been working with RBF Consulting through the second SCAG Compass Blueprint grant to complete the required CEQA documentation (Mitigated Negative Declaration) and the overlay district design standards.

Site/Corridor

The project area includes an approximately 5.5-mile stretch of Alessandro Boulevard from the Old 215 Frontage Road on the west to Nason Street on the east. The project area has direct access to and from the I-215 Freeway at the Alessandro Boulevard interchange. An additional area funded locally includes R30 and Commercial zoning northeast of Perris Boulevard and Iris Avenue.

DISCUSSION

Section 1: Residential 30 Rezoning (General Plan Amendment and Change of Zone)

With implementation of the Alessandro Boulevard Corridor Project, the City Moreno Valley will be able to provide additional Multiple Family housing opportunities in areas near existing or emerging employment and shopping centers along Alessandro Boulevard.

The areas noted in the Alessandro Boulevard Corridor Project to be rezoned to Residential 30 (R30) were also identified in the February 2011 General Plan Housing Element Update along with parcels near the northwest corner of Iris Avenue and Perris Boulevard. The Residential 30 (R30) rezoning proposed with the Alessandro Boulevard Corridor Project will allow the City of Moreno Valley to meet its 2008-2014 State-mandated Regional Housing Needs Assessment (RHNA) numbers, as well as provide a wider range of housing choices for the Moreno Valley workforce.

The Regional Housing Needs Assessment (RHNA) and the R30 Zone Creation

In compliance with State Law, the February 2011 Housing Element Update includes text dedicated to documenting the City's compliance with its Regional Housing Needs Assessment(RHNA) allocation. Through the RHNA process, the Southern California Association of Governments (SCAG) projects each city's demand for future housing and allocates new housing units to be planned for in order for each city to meet projected demand. The total number of projected housing units is further divided into income categories to properly address the housing need across various income levels. SCAG requires (and the State approved has approved) that forty percent of the total RHNA allocation is dedicated to producing housing for low and very low income residents.

During the planning period from 2008 through 2014, Moreno Valley's assigned RHNA number was 7,474 units. Please note: the City is not required to build the housing units assigned in the RHNA. However, the City must ensure that it has sufficient, appropriately-zoned residential sites to accommodate the RHNA allocation.

As required by SCAG, the 7,474 units have been further allocated to the four required income categories based on the relationship to the Area Median Income (AMI), which in 2010 is $65,000 per year for a family of four. In compliance with SCAG's requirement, forty percent of the City's RHNA allocation is dedicated to producing housing for low and very low income residents.

Table 1: City of Moreno Valley, RHNA 2008-2014

Moreno Valley Regional Housing Needs Allocation 2008-2014		
Income Category	**Units**	**Percent**
Very Low-Income	1,806	24.2%
Low-Income	1,239	16.6%
Moderate-Income	1,362	18.2%
Above Moderate-Income	3,068	41.0%
Total Construction Need	**7,474**	**100%**

Source: Southern California Association of Governments (SCAG) Proposed Final RHAN Plan-Planning Period January 1, 2006 - June 30, 20148.4.2

State Housing Element Law Article 10.6 of the Government Code Section 65583.2 establishes guidelines under which counties and municipalities undertake the Vacant

Land Inventory for Housing Elements. In particular, Section 65583.2(B) prescribes densities that the State deems appropriate to accommodate housing for lower income households. For jurisdictions in metropolitan counties with a local population in excess of 100,000 persons, the State considers a density of thirty (30) units per acre as adequate to accommodate units affordable to low and very low income households.

Consequently, vacant sites zoned at thirty (30) units per acre will automatically be counted as meeting the very low and low income RHNA categories, whether the units are ever built or whether the unit rents are in actuality affordable.

The HCD-approved Housing Element for Moreno Valley proposed to create the R30 zoning designation and then process a General Plan Amendment to apply the R30 zoning to the identified locations. The Residential 30 (R30) rezoning proposed with the Alessandro Boulevard Corridor Project is that General Plan Amendment and allows the City of Moreno Valley to meet its 2008-2014 RHNA numbers and Housing Element requirements.

Residential 30 (R30) Sites

The proposed locations for rezoning to Residential 30 (R30) were addressed in the February 2011 General Plan Housing Element Update (2008-2014 Housing Element), including the parcels owned by the City of Moreno Valley's Housing Authority at the corner of Alessandro Boulevard and Day Street (Section 8.4.8 of the Housing Element on page 46). These parcels (Alessandro Boulevard and Day Street) have not been rezoned, unlike what is stated in Table 8-23 on page 46 of the Housing Element.

Propose general plan amendment to R-30 for sites are:

- Area #1 - Alessandro Boulevard and Day Street,
- Area #2 - Alessandro Boulevard & Elsworth Street (referred as "Cal 5" in the Housing)
- Area #3 - Alessandro Boulevard & Morrison Street (referred as "Cal 3" in the Housing Element)
- Area #4 - Perris Boulevard & Iris Avenue (referred as "Cal 4" in the Housing Element).

General Plan Amendment (PA11-0028)

An application for a General Plan Amendment has been submitted in order to change the land use designation for the four R30 areas.

Current Land Use	Proposed Land Use	Acreage
Commercial (C)	Residential 30 (R30)	20.79
Residential/Office (R/O)	Residential 30 (R30)	71.03
Residential 15 (R15)	Residential 30 (R30)	39.31
Residential 5 (R5)	Residential 30 (R30)	15.06
	Total Acreage =	146.19

The Alessandro Boulevard Corridor Project and its proposed General Plan Amendment will meet the requirements of the 2008-2014 Housing Element and is consistent with the General Plan and would not be in conflict with any goals, objectives, policies or programs of the General Plan.

Change of Zone (PA11-0029)

An application for a Change of Zone has also been submitted in order to change the zoning designation for the four R30 areas.

Current Zoning	Proposed Zoning	Acreage
Community Commercial (CC)	Residential 30 (R30)	20.79
Office Commercial (OC)	Residential 30 (R30)	27.36
Residential 15 (R15)	Residential 30 (R30)	82.98
Residential 5 (R5)	Residential 30 (R30)	15.06
	Total Acreage =	146.19

The Alessandro Boulevard Corridor Project and its proposed Change of Zone will meet the requirements of the 2008-2014 Housing Element and is consistent with the General Plan and would not be in conflict with any goals, objectives, policies or programs of the General Plan.

The acreage above for both the General Plan Amendment and Change of Zone includes the parcel swap of approximately 17 acres southeast of Alessandro Boulevard and Blue Ribbon Lane for 17 acres of APN 486-280-043 (southwest of Alessandro Boulevard and Darwin Street) recommended by the Planning Commission. The remaining approximately 10.46 acres of APN 486-280-043 (southwest of Alessandro Boulevard and Darwin Street) was recommended to be rezoned as Open Space (OS).

Attachment #9 shows the proposed parcels for rezoning to Residential 30 (R30) and Open Space (OS).

Section 2: Community Commercial Rezoning (General Plan Amendment PA12-0046 and Change of Zone PA12-0047)

The 21.47 acre parcel at the southwest corner of Gentian Avenue and Perris Boulevard is proposes to change the General Plan and Zoning designation from Residential 5 (R5) to Community Commercial (CC).

The parcels directly to the west and southwest are part of the request for rezoning to Residential 30 (R30). The parcels directly south are currently zoned Community Commercial and include an approved shopping center (PA06-0123), Home Depot and a Farmer Boys restaurant.

There is no development application associated with the proposed land use change. The proposed zoning would permit development of a commercial shopping center, which would support the neighboring proposed high density housing.

The rezoning of 21.47 acres to commercial uses along Perris Boulevard is consistent with the goals of the Alessandro Boulevard Corridor Plan though was not an original part of the vision plan. Perris Boulevard is a similar to Alessandro Boulevard as an important regional transportation link for Moreno Valley. Perris Boulevard is ideal to provide a mix of retail and multiple density housing opportunities to promote pedestrian-oriented development. The rezoning to Community Commercial is also consistent with the General Plan and would not be in conflict with any goals, objectives, policies or programs of the General Plan.

Attachment #10 shows the proposed parcel for rezoning to Community Commercial (CC).

Section 3: The Mixed Use Overlay (PA11-0030)

Background

The General Plan currently references and encourages the concept of mixed use development. At this time, only limited specific plan areas within the City (Village at Sunnymead – Specific Plan 204 and the expired Moreno Highlands – Specific Plan 208) are zoned for mixed use development.

On April 23, 2010, the City Council approved Municipal Code Amendment (PA07-0005); creating two new mixed use districts (MUD1 and MUD2) to provide opportunities for future development that would achieve the objectives of the City of Moreno Valley's General Plan.

The City of Moreno Valley has been awarded two grants through Southern California Association of Governments' (SCAG) Demonstration Projects for Compass Blueprint Planning Services. The first was "Alessandro Boulevard Corridor Demonstration Project – Phase 1" in 2009/2010, which provided consultant funding to develop a vision plan for the Alessandro Boulevard Corridor. The second is "The Alessandro Boulevard Corridor Project – Phase II: Implementation", which was awarded in 2011/2012. With Phase II and assistance through RBF Consulting, Staff has developed urban design strategies to intensify land uses along the Alessandro Boulevard Corridor. The strategies have been combined into the "Mixed Use Districts Overlay". It is the intent to replace MUD1 and MUD2, with the enhanced districts developed under Phase II of the Alessandro Boulevard Corridor Project and later expand the "Mixed Use Districts Overlay" to other areas of the City that meet the requirements.

Mixed Use Districts Overlay:

The first step was to create the requirements for selecting sites and then identify areas suited for inclusion in the "Mixed Use Districts Overlay" along the Alessandro Boulevard Corridor.

The Vision Plan (Phase 1) proposed an overall Community Form that included Activity Nodes linked by Primary and Secondary Corridor Zones located in between along Alessandro Boulevard. Both the Activity Nodes and the Corridor Zones are surrounded by Corridor-Adjacent Zones that are unlikely to change. Each Activity Node is located at a major street intersection and projects outward from the intersection for approximately a ¼-mile walking radius. The Activity Nodes range in intensity from regional-level attractions, such as the Moreno Valley Town Center, to community-level collections of retail and services, such as the shops along Sunnymead Boulevard. In total, four types of nodes were identified: Regional, Medical Center, Community, and Neighborhood.

The Alessandro Boulevard Corridor was then divided up as a series of independent, but related nodes. These nodes work in concert with Moreno Valley's existing nodes to provide a complete and strategically dispersed set of places aimed at regional, community, or neighborhood retail and services. Five nodes along the Alessandro Boulevard Corridor have been identified for inclusion within the "Multiple Use Districts Overlay":

- Alessandro Boulevard & Frederick Street (MUI)
- Alessandro Boulevard & Heacock Street (MUN)
- Alessandro Boulevard & Perris Boulevard (MUC)
- Alessandro Boulevard & Lasselle Street (MUN)
- Alessandro Boulevard & Nason Street (MUI)

With the "Multiple Use Districts Overlay", there are three classifications. This Section describes the purpose and intent of each mixed-use overlay district:

A. Mixed-Use Institutional Anchor (MUI) Overlay District. The Mixed-Use Institutional Anchor (MUI) Overlay District applies to areas around prominent anchor institutions, such as civic centers, medical centers, and educational campuses. The intent is to build upon the role of the institutions by providing opportunities for urban, high-intensity development that serves the needs of visitors, employees, and residents affiliated with the anchor institution and the surrounding region. Development is allowed up to five stories in height with building frontages near or at the sidewalk, wide sidewalks, and parking under or behind buildings. Vertical mixed-use development (ground-floor retail with offices or housing above) is required at important street intersections. Horizontally-integrated or vertically-integrated mixed-use development, with no requirement for ground-floor retail, is allowed in other locations. The overlay district name may be expanded to include the name of the type of anchor institution (e.g., "MUI – Medical Center").

B. Mixed-Use Community (MUC) Overlay District. The Mixed-Use Community (MUC) Overlay District applies to areas along major arterials and arterials. The intent is to provide opportunities for the development of pedestrian-oriented blocks with medium-intense development that serves the needs of residents, visitors, and employees from the surrounding community. Development is allowed up to four stories in height with building frontages near or at the sidewalk, wide sidewalks, and

parking under or behind buildings. Vertical mixed-use development (ground-floor retail with offices or housing above) is required at important street intersections. Horizontally-integrated or vertically-integrated mixed-use development, with no requirement for ground-floor retail, is allowed in other locations. The overlay district name may be expanded to include the community name (e.g., "MUC – East Alessandro").

C. ***Mixed-Use Neighborhood (MUN) Overlay District.*** The Mixed-Use Neighborhood (MUN) Overlay District applies to areas along arterials and minor arterials. The intent is to provide an area for low-rise mixed-use development that serves the needs of residents, visitors, and employees from the surrounding immediate neighborhood. Development is allowed up to three stories in height with building frontages near or at the sidewalk, wide sidewalks, and parking under or behind buildings. Vertical mixed-use development (ground-floor retail with offices or housing above) is required at important street intersections. Horizontally-integrated or vertically-integrated mixed-use development, with no requirement for ground-floor retail, is allowed in other locations. The overlay district name may be expanded to include the neighborhood name (e.g., "MUN – Lasselle Crossing").

Attachment #11 shows the proposed parcels for inclusion in the "Mixed Use Districts Overlay".

Municipal Code Amendment

Issue 1 – Removal of MUD1 & MUD2 Information and Addition of Mixed-Use Overlay Districts (Municipal Code)

Both Section 9.07.090 Mixed Use Development 1 (MUD1) and Section 9.07.100 Mixed Use Development 2 (MUD2) will be deleted and replaced by "9.07.090 Mixed-Use Overlay Districts". The new Chapter 9.07.090– Mixed-Use Overlay Districts will include the following sections:

9.07.091 – Purpose and Intent
9.07.092 – Applicability
9.07.093 – Purposes of Mixed-Use Overlay Districts
9.07.094 – Permitted Uses in Mixed-Use Overlay Districts
9.07.095 – Mixed-Use Overlay District Site Development Standards
9.07.096 – Building Frontage Type Standards
9.07.097 – Open Space Standards – Publicly-Accessible Open Space
9.07.098 – Open Space Standards – Private/Common Open Space
9.07.099 – Lot Area Requirements and Lot Consolidation Incentives

The purpose of the Mixed-Use Overlay Districts is to provide regulations that implement the goals and policies of the General Plan, the Alessandro Boulevard Corridor Vision Plan (accepted by the Moreno Valley City Council on June 30, 2010), and other similar

long-range planning documents aimed at encouraging mixed-use development within the City.

The Mixed-Use Overlay Districts are intended to provide the following:

1. Stimulate economic development and reinvestment through regulations based upon recognized urban design principles that allow property owners to respond with flexibility to market forces;

2. Create specific development nodes at street intersections with a pedestrian-oriented mix of uses with convenient access between area neighborhoods, housing, employment centers, and retail services;

3. Accommodate intensities and patterns of development that can support multiple modes of transportation including public transit, bicycles, and walking;

4. Facilitate well-designed new mixed-use development projects that combine residential and nonresidential uses (e.g., office, retail, business services, personal services, public spaces and uses, other community amenities, etc.) to promote a better balance of jobs and housing;

5. Ensure compatibility with adjacent existing single-family neighborhoods and harmonious integration with existing commercial areas;

6. Encourage the development of unique district character through a streetscape that provides attractive features (e.g., landscaping, street furniture, niche or linear parks, public places, courtyards, public transportation shelters; etc.) designed to integrate the public realm (e.g., streets, sidewalks, etc.) with adjacent development on private property; and

7. Provide additional property rights while preserving existing property rights. This intent is achieved by providing additional development rights in compliance with this Chapter, which property owners may exercise under certain conditions, while retaining all development rights conferred by the underlying district to property owners in the mixed-use overlay districts. Incentives and advantages include allowing a greater range and mix of uses; more permissive dimensional specifications (e.g., greater floor area ratio, lot coverage ratio, and height; reduced setbacks; etc.); exemption from certain design review requirements; and fee reductions or waivers.

Owners or developers of any property within any mixed-use overlay district may choose to develop in compliance with the standards and procedures in the proposed Chapter 9.07.090 - Mixed-Use Overlay Districts that apply to the particular mixed-use overlay district in which the property is located. If the owners or developers chose not to develop a mixed-use project, the underlying zoning will be enforced.

Issue 2 – Addition to Chapter 9.02 Permits and Approvals (Municipal Code)

The purpose of administrative variances is to allow for an administrative procedure for limited adjustments to the provisions of this title in order to prevent unnecessary hardships that might result from a strict or literal interpretation and enforcement of certain regulations prescribed by this title. It is also intended that, with respect to accessory structures for existing single-family residential uses, certain adjustments shall be subject to the director's review procedures, rather than an administrative variance.

Staff proposes to add the following section to Chapter 9.02.090 under "C - Limitations on Administrative Variances":

5. Decrease in building frontage requirements. In any mixed-use overlay district, the community development director may authorize up to a ten (10) percent decrease in the distance threshold established to specify the required percentage of a building frontage to be built to the Build-To-Zone, as indicated in Table 9.07.095-10 (Mixed Use Overlay District Development Standards) (i.e., the distance threshold from street intersections for the purposes of calculating building frontage length may be reduced from 300 feet to 270 feet). The community development director is not authorized to reduce the percentage of the building frontage that is required to be built to the Build-To-Zone.

Issue 3 – Additions to Chapter 9.09 - Specific Use Development (Municipal Code)

Chapter 9.09 - Specific Use Development covers certain activities and uses, due to their nature, may have the opportunity to create more significant impacts upon the community than others. As a result, specific regulation of these activities and uses is warranted. The purpose of this chapter is to identify and regulate such uses in districts permitting those uses, in order to ensure the maintenance of the public health, safety and welfare in accordance with the goals, objectives, policies and implementation programs of the general plan.

Staff proposes to add the following three new uses to Chapter 9.09 - Specific Use Development:

9.09.250 – Live-Work Development
9.09.260 – Mixed-Use Development
9.09.270 – Outdoor Dining

The Live-Work Development section provides operational and compatibility standards for the development of live/work units. These standards are in addition to the standards for live-work development provided in Chapter 9.07.090 (Mixed-Use Overlay Districts). The Mixed-Use Development section provides operational and compatibility standards for mixed-use development. These standards are in addition to the standards provided in Chapter 9.07.090 (Mixed Use Overlay Districts). The last additional section to Chapter 9.09 - Specific Use Development is Outdoor Dining and this section provides

standards for outdoor dining areas. Unlike the two previous uses, outdoor dining is not restricted to only the Mixed Use Overlay District.

Issue 4 – Additions/Revisions to Chapter 9.11- Parking, Pedestrian, and Loading Requirement (Municipal Code)

The purpose of this chapter is to ensure the adequate provision of parking, loading and bicycle facilities proportionate to the needs created by the various land uses within the city.

9.11.030 – General Regulations
9.11.040 – Off-Street Parking Requirements
9.11.060 – Off-Street Bicycle Parking Requirements

Staff proposes to add to 9.11.030 – General Regulations the following:

> H. Rear Parking. Parking in the rear of buildings and service area shall be limited to five percent of the total required off-street parking, except in the mixed-use overlay districts identified in Chapter 9.07.090 (Mixed-Use Overlay Districts).

Staff proposes to add parking standard information for "Live-Work Units (residential component)" and "Residential Component of Mixed-Use Projects" to Table 9.11.040A-12 in Section 9.11.040 – Off-Street Parking Requirements for Residential Uses. The additions to the table will appear as follows:

Table 9.11.040A-12: Off-Street Parking Requirements

Use	Requirement	Covered Parking	Notes
Residential Uses			
Live-Work Units (residential component)	2/unit	2 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is NOT included in the minimum required parking standard and can be shared with the business aspect of the "Live-Work" parking standard.
Residential Component of Mixed-Use Project	See Multiple-Family requirements in Table 9.11.040A-12	See Multiple-Family requirements in Table 9.11.040A-12	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard and may be shared with the non-residential component. Alternate parking requirements may be permitted subject to approval of a parking study pursuant to Section 9.11.070(A) of this chapter.

Staff proposes to add parking standard information for "Eating and Drinking Establishments" to Table 9.11.040B-12 in Section 9.11.040 – Off-Street Parking Requirements for Commercial Uses. The addition to the table will appear as follows:

Table 9.11.040B-12: Off-Street Parking Requirements

Commercial Uses	Minimum Requirement	Notes
Eating and Drinking Establishments	1/100 sq. ft. of gross floor area up to 6,000 sq. ft. 1/75 sq. ft. of gross floor area over 6,000 sq. ft.	A minimum of 10 spaces required for stand-alone use. No additional parking required if outdoor dining area comprises no more than 15 percent of the interior gross floor area of the primary food service use; If outdoor dining area is over 15%, 1 space for every 60 sq ft or 1 space for every 3 seats, whichever is greater.
Eating and drinking establishments within shopping centers of 25,000 square feet of building area or greater.	1/225 sq. ft. of gross floor area up to 15% of the shopping center gross building square footage.	Eating and drinking establishments within shopping centers of 25,000 square feet of building area or greater.

Staff proposes to revise Section 9.11.060-B of the Off-street bicycle parking requirements by deleting the current wording shown below:

> ~~B. Number of Parking Spaces Required. Bicycle parking spaces shall be provided in all commercial, office and industrial districts equal to five percent of the required automobile parking spaces, with a minimum of two bicycle parking stalls required for any one use. Single-family and multiple-family residences, senior housing complexes, mobile home parks and model home complexes are exempt from this section.~~

The revised Section 9.11.060-B of the Off-street bicycle parking requirements will now read as follows:

B. Number of Parking Spaces Required.

1. Bicycle parking spaces shall be provided in all commercial, office and industrial districts equal to five percent of the required automobile parking spaces, with a minimum of two bicycle parking stalls required for any one use.

2. Single and Multiple-family residences are exempt from this section.

Staff proposes to revise Section 9.11.060-D of the General Requirements of the Off-street bicycle parking requirements by adding the following:

> 6. Signage should be posted to direct bicyclists to the locations of bicycle racks that may not be readily apparent. Similarly, signs indicating the location of bicycle parking should be posted wherever a NO BICYCLE PARKING sign is posted.

Issue 5 – Addition to Chapter 9.15.030 – Definitions (Municipal Code)

The purpose of the definitions chapter is to ensure precision in interpretation of the City of Moreno Valley's Municipal Code. The meaning and construction of words and phrases defined in this chapter applies throughout the Municipal Code. The addition of the Mixed-Use Overlay District has provided new development terms to the Municipal Code. The list below will be added into the current definitions section in alphabetic order:

"Block" means the aggregate of lots, pedestrian passages, and rear alleys, circumscribed on all sides by streets.

"Block Length" means the linear dimension of a block along one of its street frontages.

"Block Perimeter" means the aggregate dimension of a block along all of its street frontages.

"Build-to-Zone" means the area between the minimum and maximum setbacks within which the principal building's front façade (building façade line) is to be located. See Figure 9.15.030-1 (Build-to-Zone).

Figure 9.15.030-1
Build-To-Zone

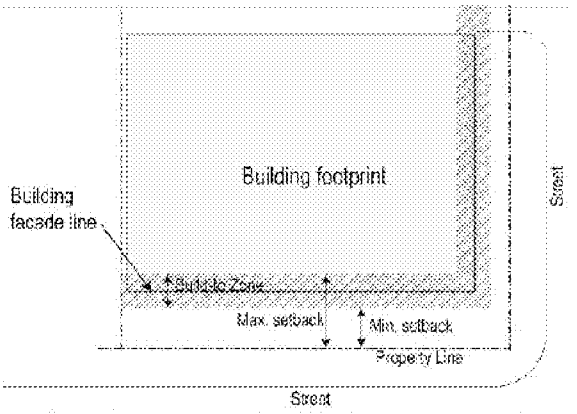

Illustration indicating the location of the build-to zone relative to the minimum and maximum setbacks and the building façade line

"Building Façade Line" means the vertical plane along a lot where the building's front façade is actually located. See Figure 9.15.030-1 (Build-to-Zone).

"Commercial-Ready Space" means the ground floor interior space constructed with a minimum height as established in Section 9.075.060 (Building Frontage Type Standards) that may be used for either residential or nonresidential uses. The intent of Commercial-Ready space is to provide flexibility so that a space can be

converted between residential and nonresidential uses in response to market demand.

"Floor Area Ratio (FAR)" means the mathematical relation between volume of building and unit of land expressed as the ratio of gross floor area of all structures on a lot to total lot area. See Table 9.075.050-10 (Mixed-Use Development Standards) for FAR figures applicable to the mixed-use overlay districts. See Figure 9.15.030-2 (Floor Area Ratio).

Figure 9.15.030-2: Floor Area Ratio

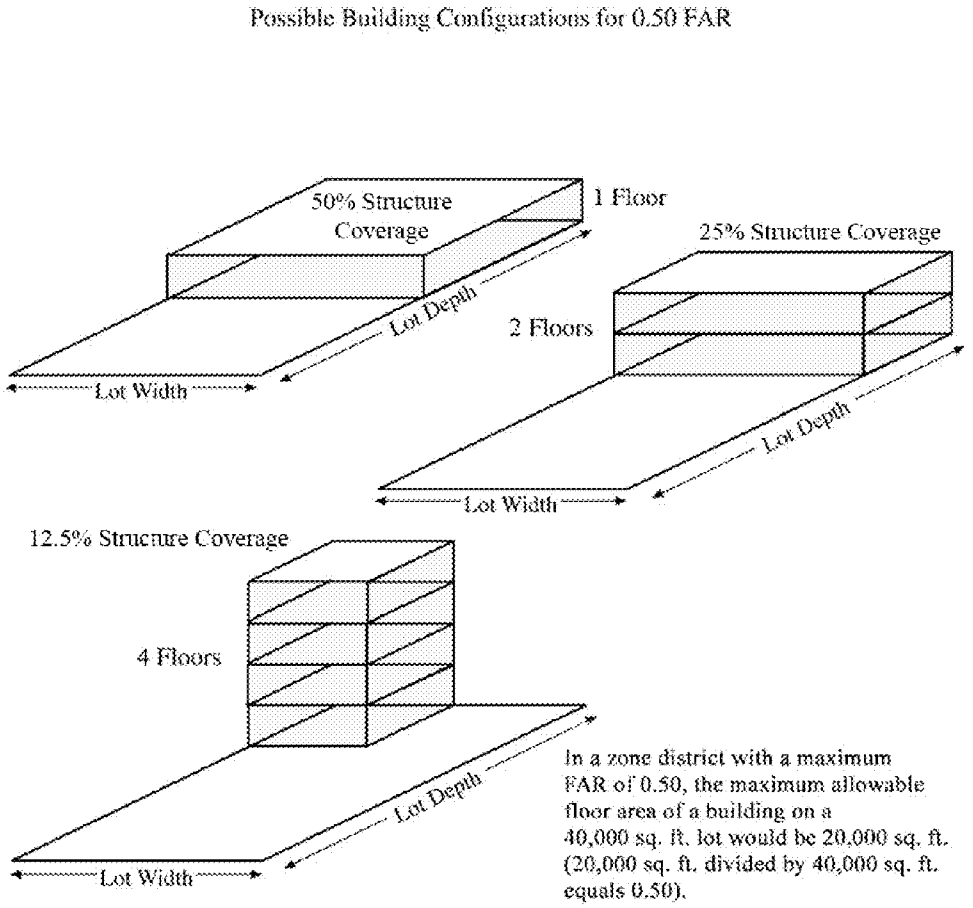

$$\text{Floor Area Ratio (FAR)} = \frac{\text{Gross Building Area (All Floors)}}{\text{Lot Area}}$$

"Integration of uses" means potential ways to integrate uses allowed in mixed-use development including:

1. Vertical integration. A mix of nonresidential uses (i.e., commercial, retail, and/or office) located on the ground floor with residential dwelling units located above.

2. Horizontal integration. A mix of nonresidential uses located on the primary street frontage of a lot and residential uses located at the rear of a lot.

"Live-Work" means a structure or complex of structures that integrates space for both residential and nonresidential uses within individual units.

"Live/Work Unit" means a unit with both residential and nonresidential uses and where neither use is subordinate to the other.

"Mezzanine" means an intermediate floor between main floors of a building. The floor often projects from the walls and does not completely close the view of the ceiling from the floor immediately below. A mezzanine floor and the floor below it share the same ceiling.

"Mixed-Use Vertical Development" means development that combines two or more types of land uses (e.g., residential, commercial, office, industrial, institutional, or recreation) in a single building in a vertical configuration, typically with residential uses located above nonresidential uses.

"Mixed-Use Horizontal Development" means development that combines two or more types of land uses (e.g., residential, commercial, office, industrial, institutional, or recreation) on a single development site, but not necessarily in the same building, typically nonresidential uses are located adjacent to the street and residential uses are located away from major streets behind nonresidential uses.

"Mixed-Use Overlay District" means a land use designation (zoning district) that allows a combination of uses, which may include residential, commercial, office, industrial, institutional, or recreational uses.

"Podium Parking" means parking spaces that are covered by the ground floor of a building and are completely enclosed by walls. Podium parking may occur at or below the grade of the adjacent sidewalk.

"Private Realm" means any privately-owned property.

"Public Realm" means any publicly owned streets, roadways, sidewalks, parks, plazas, and other open spaces that comprise the shared space of a city for its visitors, employees and residents. It is the space between buildings where civic interaction occurs and is defined in contrast to private property.

"Surface Parking" means parking spaces that are not covered by a building and are not enclosed by walls. Surface parking is also known as a "parking lot".

"Tuck-Under Parking" means parking spaces that are covered by the upper floor of a building, but are otherwise open.

"Underground Level" means that portion of a structure between the floor and ceiling which is wholly or partly below grade and having more than one half of its height below grade.

Issue 6 - Modification of the Permitted Uses Table (Municipal Code)

Chapter 9.02.020 - Permitted uses includes a table (Permitted Uses Table 9.02.020-1) which contains columns with headings identifying zoning districts, and list uses by indicating the zoning district or districts in which each use is permitted or allowed and whether the stated use is permitted subject to district requirements, or whether the stated use is allowed only after obtaining a conditional use permit.

The Permitted Uses Table will be modified to remove both the MUD1 & MUD2 columns.

~~MUD1~~	~~Mixed Use District 1 (Up to 15 Dwelling Units per net acre)~~
~~MUD2~~	~~Mixed Use District 2 (Up to 30 Dwelling Units per net acre)~~

Add a column for Residential 30 (R30), which was not done when the Residential 30 (R30) Zoning District was created. For the list of approved uses under the Residential 30 (R30) Zoning District please see Attachment # 11.

Add a column for Mixed Use (MU), which will replace the MUD1 and MUD2 designations. For the list of approved uses under the Mixed Use Overlay District please see Attachment # 11.

The following items will be added to the "Zoning District Key" below the Permitted Uses Table 9.02.020-1:

R30	Residential 30 District (Up to 30 Dwelling Units per net acre)
MU	Mixed Use Overlay

And remove the following from the "Zoning District Key" below the Permitted Uses Table 9.02.020-1:

~~MUD1~~	~~Mixed Use District 1 (Up to 15 Dwelling Units per net acre)~~
~~MUD2~~	~~Mixed Use District 2 (Up to 30 Dwelling Units per net acre)~~

With the addition of the new Mixed Use Overlay, the following will be added to the "Notes" section at the end of the Permitted Use Table:

(8) In the MUI district, mixed use (commercial uses on first floor with office uses or residential uses on upper floors) are (a) required to on lots at street intersections and within 300 feet in any direction from a street intersection, as measured from the corner formed by the lot's property lines, and (b) are allowed, but not required on the other lots.
(9) In the MUC and MUN districts, mixed use (commercial uses on first floor with office uses or residential uses on upper floors) are (a) required to on lots at street intersections and within 150 feet in any direction from a street intersection, as measured from the corner formed by the lot's property lines, and (b) are allowed, but not required on the other lots.
(10) See Section 9.07.040 (Medical Use Overlay District).
(11) See Section 9.09.260 (Mixed-Use Development).
(12) See Section 9.09.250 (Live-Work Development).
(13) See Section 9.09.270 (Outdoor Dining).

All the above Mixed Use District Overlay Guidelines are included in one document as Attachment #12. These will be merged into Chapter 9 of the Municipal Code after approval by the City Council.

REVIEW PROCESS

With the development of the Alessandro Boulevard Corridor Focus Study - Phase I, stakeholder meetings were held in 2010 with groups ranging from the Mayor and City staff to local property owners and developers. Two Community Workshops were also held on April 22, 2010 and May 6, 2010 to allow the public to provide input and comment on the selecting Mixed Use District sites and parcels to be rezoned as Residential 30 (R30). The five nodes selected along the Alessandro Boulevard Corridor for inclusion within the "Multiple Use Districts Overlay" are based on these meetings.

Planning staff has been working with RBF Consulting through the second SCAG Compass Blueprint grant (Phase II) to complete the required CEQA documentation (Mitigation Negative Declaration) and the overlay district design standards. A public informational meeting was held on March 7, 2013, one week prior to the Planning Commission Hearing (March 14, 2013).

ENVIRONMENTAL

The proposed Alessandro Boulevard Corridor Project – Phase II Implementation, is a City initiated project to: 1) create the Mixed Use Overlay Districts to implement the

Vision Plan for Alessandro Boulevard Corridor, 2) increase the maximum permitted density to 30 dwelling units per acre in specified areas of the City, and 3) amend the general plan and zoning for approximately 21.74 acres of R-5 to Community Commercial. The proposed changes affect approximately 315 acres along, adjacent to, or in close proximity to Alessandro Boulevard. The project involves an amendment to the General Plan Land Use Map, as well as an amendment to the Moreno Valley Zoning Code and Zoning Map. Following a preliminary review of the proposed project, the City of Moreno Valley has determined that it is subject to the guidelines and regulations of the California Environmental Quality Act (CEQA). This Initial Study addresses the direct, indirect, and cumulative environmental effects of the project, as proposed.

In accordance with the *California Code of Regulations* (*CCR*) Sections 15051 and 15367, the City of Moreno Valley is identified as the Lead Agency for the proposed project. Under the *California Environmental Quality Act* (*CEQA*) (*Public Resources Code* Section 21000-21177) and pursuant to *CCR* Section 15063, the City is required to undertake the preparation of an Initial Study to determine if the proposed project would have a significant environmental impact. If, as a result of the Initial Study, the Lead Agency finds that there is evidence that any aspect of the project may cause a significant environmental effect, the Lead Agency shall further find that an Environmental Impact Report (EIR) is warranted to analyze project-related and cumulative environmental impacts. Alternatively, if the Lead Agency finds that there is no evidence that the project, either as proposed or as modified to include the mitigation measures identified in the Initial Study, may cause a significant effect on the environment, the Lead Agency shall find that the proposed project would not have a significant effect on the environment and shall prepare a Negative Declaration. Such determination can be made only if "there is no substantial evidence in light of the whole record before the Lead Agency" that such impacts may occur (*Public Resources Code* Section 21080(c)).

The environmental documentation, which is ultimately selected by the City in accordance with *CEQA*, is intended as an informational document undertaken to provide an environmental basis for subsequent discretionary actions upon the project. The resulting documentation is not, however, a policy document and its approval and/or certification neither presupposes nor mandates any actions on the part of those agencies from whom permits and other discretionary approvals would be required.

The environmental documentation and supporting analysis is subject to a public review period. During this review, public agency comments on the document relative to environmental issues should be addressed to the City of Moreno Valley. Following review of any comments received, the City will consider these comments as a part of the project's environmental review and include them with the Initial Study documentation for consideration by the City.

ALTERNATIVES

If not approved, the City would be out of conformance with its certified housing element, which could result in sanctions relative to the review and certification of the next cycle housing element update, which is due to the State in October 2013.

NOTIFICATION

Public notice was sent to all property owners of record within 300' of each of the parcels within the project. The public hearing notice for this project was also published in the local newspaper.

ATTACHMENTS

1. Public Hearing Notice
2. Proposed Resolution
3. Proposed Ordinance
4. Proposed Ordinance Redlined Version
5. Proposed Ordinance
6. Mitigated Negative Declaration
7. Initial Study
8. Map of the Alessandro Boulevard Corridor Project Study Area
9. Residential 30 (R30) Rezoning Maps
10. Commercial Rezoning - Area 5
11. Mixed Use Overlay District Maps
12. Mixed Use Districts Overlay Guidelines
13. Permitted Use Table
14. Planning Commission Staff Report (excluding exhibits)
15. Place Holder for Draft Planning Commission minutes, dated March 14, 2013.

Prepared By:
Claudia Manrique
Associate Planner

Department Head Approval:
Barry Foster
Community & Economic Development Director

Concurred By:
John Terell
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

NOTICE
OF
CITY COUNCIL
PUBLIC HEARING

THE CITY COUNCIL WILL CONSIDER TWO GENERAL PLAN AMENDMENTS (PA11-0028 & PA12-0046), TWO CHANGES OF ZONES (PA11-0029 & PA12-0047), AND MUNICIPAL CODE AMENDMENT (PA11-0030) RELATED TO THE ALESSANDRO BOULEVARD CORRIDOR IMPLEMENTATION PROJECT.

The City of Moreno Valley used grant funds rewarded by SCAG's Compass Blueprint for "Phase II of the implementation of the Alessandro Boulevard Corridor Demonstration Project" (The Alessandro Boulevard Corridor Focus Study - Phase I was funded by SCAG's Compass Blueprint program in February 2010). Phase II includes:

1) Rezoning areas along Alessandro Boulevard to R30 (Residential up to 30 units per acre). The R30 rezoning will also provide consistency with the City's certified Housing Element.
2) Commercial rezoning of a parcel at the southwest corner of Perris Boulevard and Gentian Avenue.
3) Rezoning of approximately 10.4 acres near the southeast corner of Alessandro Boulevard and Lasselle Street to open space.
4) The creation of a Mixed Use Districts Overlay, including various parcels along Alessandro Boulevard.

This item will not have a significant effect on the environment and approval of a Mitigated Negative Declaration is recommended.

The City Council may consider any appropriate modifications or alternatives to the amendment or the environmental determination. Any person concerned about the proposal may submit written comments to the Planning Division prior to the hearing date listed below. Any person may appear and be heard in support or opposition to the project or the environmental determination at the time of the hearing. Any person interested in the proposed project may contact Claudia Manrique, Associate Planner at (951) 413-3225 in the Community & Economic Development Department at 14177 Frederick Street, Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday – Thursday).

If you challenge any of these items in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council on or before the following meeting date:

Tuesday, April 23, 2013
6:00 P.M. or thereafter
City Hall Council Chamber
14177 Frederick Street
Moreno Valley, CA 92552-0805

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MV00196549

RESOLUTION NO. 2013-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING TWO AMENDMENTS TO THE GENERAL PLAN LAND USE ELEMENT (PA11-0028 AND PA12-0046) RELATING TO THE ALESSANDRO BOULEVARD CORRIDOR PROJECT – PHASE II IMPLEMENTATION INCLUDING REZONING APPROXIMATELY 146.19 ACRES TO RESIDENTIAL 30 (R30), APPROXIMATELY 10.46 ACRES OF OPEN SPACE (OS) AND APPROXIMATELY 21.47 ACRES TO COMMERCIAL (C)

Section 1:

WHEREAS, the applicant, the City of Moreno Valley has filed an application for approval of PA11-0028, requesting amendments to the General Plan Land Use. The requested amendment to the Land Use Element changes approximately 146.19 acres of Residential 5 (R5), Residential 15 (R15), Residential/Office (R/O) and Commercial land uses to Residential 30 (R30) and approximately 10.46 acres of Open Space (OS) land uses as described in the title of this resolution and the attached Exhibit A; and

WHEREAS, there is hereby imposed on the associated development projects certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances; and

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that the associated development projects are subject to certain fees, dedications, reservations and other exactions as provided herein; and

WHEREAS, an environmental assessment, including an initial study, has been prepared to address the environmental impacts associated with applications PA11-0028 and PA12-0046 described above and environmental determinations have been adopted pursuant to the California Environmental Quality Act (CEQA); and

WHEREAS, a public hearing was held before the Planning Commission on March 14, 2013, regarding the Alessandro Boulevard Corridor Project – Phase II: Implementation. The Planning Commission recommended that the City Council approve and adopt a mitigated negative declaration for this project; and

WHEREAS, on April 23, 2013, the City Council of the City of Moreno Valley held a public hearing to consider the subject General Plan Amendments; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, all of the facts set forth in this Resolution are true and correct.

BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, HEREBY FINDS AS FOLLOWS WITH RESPECT TO PA11-0028:

Based upon substantial evidence presented during the above-referenced public hearing, including written and oral staff reports, and the record from the public hearing, the City Council hereby finds that:

1. **Conformance with General Plan Policies –** The amendment is consistent with the General Plan, and its goals, objectives, policies and programs, and with any applicable specific plan.

   FACT: California State law (Government Code Section 65580-65589.8) requires that cities provide an inventory of land suitable for residential development. Section 65583.2(B)(e) requires that jurisdictions with a population greater than 100,000 must have sites allowing at least 30 unit per acre. The City of Moreno Valley's current population is approximately 193,365 thus requiring the City to provide high density housing opportunities at the 30 unit per acre.

   PA11-0028 (General Plan Amendment) will change the land use designation for the four areas totaling approximately 146.19 acres to Residential 30 (R30) and approximately 10.4 of Open Space (OS). All of the proposed changes are consistent with, and do not conflict with the goals, objectives, policies, and programs established within the General Plan or any specific plan. The Assessor's Parcel Numbers of the parcels affected by this General Plan Amendment are as followed:

Area #1 (Day/Alessandro) – General Plan Amendment		
APN	Current Land Use	Proposed Land Use
291191004	C	R30
291191007	C	R30
291191008	R/O & C	R30
291191009	R/O & C	R30
291191010	R/O	R30
291191011	C	R30
291191012	R/O	R30
291191013	R/O	R30
291191025	C	R30
291191026	C	R30
291191027	R/O	R30
291191028	R/O	R30

291191029	C	R30

Area #2 (Elsworth/Alessandro) – General Plan Amendment		
APN	Current Land Use	Proposed Land Use
291200023	C	R30
291200024	R/O	R30
291200025	C	R30
291200027	C	R30
291200030	C	R30
291200038	C	R30
291200039	C	R30
291200040	C	R30
291264001	C	R30
291264002	C	R30
291264003	C	R30
291264004	C	R30
291264005	C	R30
291264006	C	R30
291264007	C	R30
291264008	C	R30
291264009	C	R30
291264011	C	R30
291264012	C	R30
291273001	C	R30
291273004	C	R30
291273005	C	R30
291273007	C	R30
291273008	C	R30

Area #3 (Morrison/Alessandro) – General Plan Amendment		
APN	Current Land Use	Proposed Land Use
486270001	R/O	R30
486270002	R/O	R30
486270003	R/O	R30
486270004	R/O	R30
486280043	R/O	R30 (17 acres)
486280043	R/O	OS (approx.10.5 acres)
486270008	R/O	R30
486270017	R/O	R30
486280002	R/O	R30
486280004	R/O	R30

486280005	R/O	R30
486280006	R/O	R30
486280007	R/O	R30
486280008	R/O	R30
486280010	R/O	R30
486280011	R/O	R30
486280012	R/O	R30
486280013	R/O	R30

Area #4 (Perris/Iris) – General Plan Amendment		
APN	Current Land Use	Proposed Land Use
485220006	R15	R30
485220007	R15	R30
485220008	R15	R30
485220009	R15	R30
485220015	R15	R30
485220016	R15	R30
485220017	R15	R30
485220040	R5	R30

2. **Health, Safety and Welfare –** The proposed use will not be detrimental to the public health, safety or general welfare.

FACT: The proposed amendment to the General Plan does not have the potential of adversely affecting the public health, safety or welfare of the residents of City of Moreno Valley or surrounding jurisdictions. The amendment deals with administrative matters that would not cause a physical effect on the environment.

Section 2:

WHEREAS, the applicant, the City of Moreno Valley has filed an application for approval of PA12-0046, requesting an amendment to the General Plan Land Use. The requested amendment to the Land Use Element changes approximately 21.47 acres of Residential 5 (R5) land use to Commercial (C) land use as described in the title of this resolution and the attached Exhibit B; and

WHEREAS, there is hereby imposed on the associated development projects certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances; and

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that the associated development projects are subject to certain fees, dedications, reservations and other exactions as provided herein; and

WHEREAS, an environmental assessment, including an initial study, has been prepared to address the environmental impacts associated with applications PA11-0028 and PA12-0046 described above and environmental determinations have been adopted pursuant to the California Environmental Quality Act (CEQA); and

WHEREAS, a public hearing was held before the Planning Commission on March 14, 2013, regarding the Alessandro Boulevard Corridor Project – Phase II: Implementation. The Planning Commission recommended that the City Council approve and adopt a mitigated negative declaration for this project.

WHEREAS, on April 23, 2013, the City Council of the City of Moreno Valley held a public hearing to consider the subject General Plan Amendments; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, all of the facts set forth in this Resolution are true and correct.

BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, HEREBY FINDS AS FOLLOWS WITH RESPECT TO PA12-0046:

Based upon substantial evidence presented during the above-referenced public hearing, including written and oral staff reports, and the record from the public hearing, the City Council hereby finds that:

1. **Conformance with General Plan Policies –** The amendment is consistent with the General Plan, and its goals, objectives, policies and programs, and with any applicable specific plan.

   FACT: PA12-0046 (General Plan Amendment) will change the land use designation of Assessor's Parcel Number (APN) 485-220-041, which is located at the southwest corner of Gentian Avenue and Perris Boulevard. The 21.47 acre parcel's land use is currently Residential 5 (R5) and the proposed change is to Commercial (C).

   The parcels directly to the west and southwest are part of the request for both land use and rezoning to Residential 30 (R30). The parcels directly south are currently Commercial (C) and included an approved shopping center (PA06-0123), Home Depot and a Farmer Boys restaurant.

There is no development application associated with the proposed land use change. The proposed zoning would permit development of a commercial shopping center, which would support the neighboring proposed high density housing.

Changing the land use of 21.47 acres to commercial uses along Perris Boulevard consistent the goals of the Alessandro Boulevard Corridor Plan though was not an original part of the vision plan. Perris Boulevard is a similar to Alessandro Boulevard as an important regional transportation link for Moreno Valley. Perris Boulevard is ideal to provide a mix of retail and multiple density housing opportunities to promote pedestrian-oriented development. The land use change to Commercial is also consistent with the General Plan and would not be in conflict with the goals, objectives, policies or programs of the General Plan.

2. **Health, Safety and Welfare –** The proposed use will not be detrimental to the public health, safety or general welfare.

FACT: The proposed amendment to the General Plan does not have the potential of adversely affecting the public health, safety or welfare of the residents of City of Moreno Valley or surrounding jurisdictions. The amendment deals with administrative matters that would not cause a physical effect on the environment.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The City Council hereby approves Resolution No. 2013- __ approving PA11-0028 and PA12-0046, thereby establishing the General Plan Land Uses as described in the Resolution, and the revised General Plan maps attached to the Resolution as Exhibit A & B.

APPROVED AND ADOPTED this 23rd day of April, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-26 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 23rd day of April, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

EXHIBIT A

Item No. E.2

ibit:

E

Status: DRAFT

Map\Planning\
Plans0213\Exhibit
xhibit1.mxd
te: March 5, 2013

CITY OF MORENO VALLEY
RESIDENTIAL 30 (R30) REZONING

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Map Produced by Moreno Valley Geographic Information System

Map Legend

Area #1 Parcels

Moreno Valley

Location Map

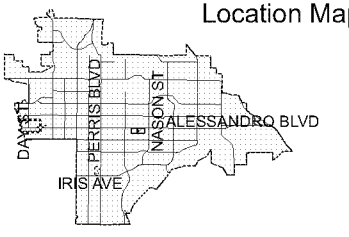

Resolution No. 2013-26

Date Adopted: April 23, 2013

MV00196558

Exhibit:

E

Map Status: DRAFT

G:\ArcMap\Planning\CorridorPlans0213\Exhibit Maps\Exhibit2.mxd
Print Date: March 5, 2013

CITY OF MORENO VALLEY
RESIDENTIAL 30 (R30) REZONING

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Map Produced by Moreno Valley Geographic Information System

Map Legend

Area #2 Parcels

10

Resolution No. 2013-26

Date Adopted: April 23, 2013

Location Map

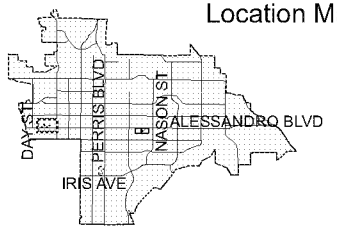

MV00196559

-513-

Item No. E.2

MV00196560

Exhibit:

E

Status: DRAFT

Map\Planning\
Plans0213\Exhibit
xhibit3.mxd
te: March 20, 2013

CITY OF MORENO VALLEY

RESIDENTIAL 30 (R30) REZONING

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Map Produced by Moreno Valley Geographic Information System

Map Legend

- Area #3 Parcels
- Open Space

Location Map

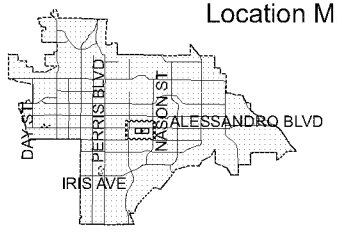

Resolution No. 2013-26

Date Adopted: April 23, 2013

Exhibit:

E

Map Status: DRAFT

G:\ArcMap\Planning\CorridorPlans0213\Exhibit Maps\Exhibit4.mxd
Print Date: March 5, 2013

CITY OF MORENO VALLEY
RESIDENTIAL 30 (R30) REZONING

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Map Produced by Moreno Valley Geographic Information System

Map Legend

Area #4 Parcels

12

Resolution No. 2013-26

Date Adopted: April 23, 2013

Location Map

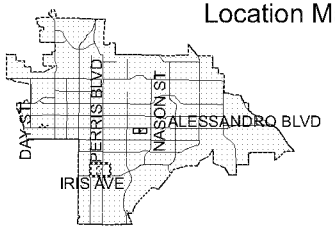

MV00196561

EXHIBIT B

-515-

Item No. E.2

ibit:

E

Status: DRAFT

Map\Planning\
Plans0213\Exhibit
xhibit5.mxd
te: March 5, 2013

CITY OF MORENO VALLEY
COMMERCIAL (CC) REZONING

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Map Produced by Moreno Valley Geographic Information System

Map Legend

Area #5 Parcels 13

Resolution No. 2013-26

Date Adopted: April 23, 2013

Location Map

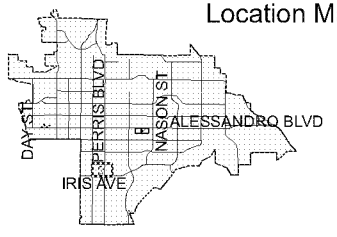

MV00196562

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MV00196563

ORDINANCE NO. 864

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A MUNICIPAL CODE AMENDMENT (PA11-0030) AMENDING TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE REGARDING THE CREATION OF THE MIXED USE OVERLAY DISTRICT (APPROXIMATELY 147.69 ACRES) AND AMENDING THE MUNICIPAL CODE TO INCLUDE STANDARDS RELATED TO THE MIXED USE OVERLAY DISTRICT.

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1:

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 The City of Moreno Valley Official Zoning Atlas shall be modified to reflect the Mixed Use Districts Overlay.

1.3. An environmental assessment, including an initial study, has been prepared to address the environmental impacts associated with application PA11-0030 described above and environmental determinations have been adopted pursuant to the California Environmental Quality Act (CEQA).

SECTION 2: FINDINGS:

Based on substantial evidence presented to this City Council during its public hearing on April 23, 2013, including written and oral staff reports and the record from the public hearing, this City Council hereby finds as follows:

1. Conformance with General Plan Policies – The amendment is consistent with the General Plan, and its goals, objectives, policies and programs, and with any applicable specific plan.

   FACT: All of the proposed changes are consistent with, and do not conflict with the goals, objectives, policies, and programs established within the General Plan or any specific plan. The amendment creates the Mixed-Use Overlay District to replace the current Mixed Use Zoning Districts 1 and 2 (MUD1 and MUD2). The amendment also includes development standards for the Mixed Use Overlay District.

The General Plan currently references and encourages the concept of mixed use development. At this time, only limited specific plan areas within the City (Village at Sunnymead – Specific Plan 204 and the expired Moreno Highlands – Specific Plan 208) are zoned for mixed use development. The creation of the Mixed Use Overlay District will help promote the concept of mixed use in the City of Moreno Valley.

General Plan Objective 2.4 states that the City shall "Provide commercial areas within the City that are conveniently located, efficient, attractive, and have safe and easy pedestrian and vehicular circulation in order to serve the retail and service commercial needs of Moreno Valley residents and businesses." The creation of the Mixed Use Overlay District will help meet this objective.

2. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or general welfare.

   FACT: The proposed changes do not have the potential of adversely affecting the public health, safety or welfare of the residents of City of Moreno Valley or surrounding jurisdictions. The amendment deals with administrative matters that would not cause a physical effect on the environment.

3. Conformance with Zoning Regulations – The proposed amendment is consistent with the purposed and intent of Title 9.

   FACT: The amendments to the Municipal Code provides for an internally consistent set of regulations that are compatible with the purpose and intent of Title 9. The proposed changes (creation of the Mixed Use Overlay District, deletion of the MUD1 & MUD2 and inclusion of the development standards for the Mixed Use Overlay District) eliminate conflicts or clarify the meaning of some sections of Title 9. As such, it furthers the specific purpose and intent of Title 9 to "implement the goals, objectives, policies and programs of the Moreno Valley General Plan and manage future growth and change in accordance with that plan."

SECTION 3: MUNICIPAL CODE AMENDED:

3.1 Removal of MUD1 & MUD2 Information from Chapter 9.07 Special Districts. Both Section 9.07.090 Mixed Use Development 1 (MUD1) and Section 9.07.100 Mixed Use Development 2 (MUD2) will be deleted from Municipal Code as followed:

3.2 Chapter 9.11 - Parking, Pedestrian and Loading Requirements' Section 9.11.060 of the Off-street bicycle parking requirements will be revised by deleting the current Section shown below:

A. Type of Facilities.

1. Class 1 Facilities. Class 1 bicycle facilities required pursuant to the provisions of this chapter are intended for long-term parking, and shall be protected against theft of the entire bicycle and of its components and accessories.

2. Class 2 Facilities. Class 2 facilities are intended for short-term parking, and shall include a stationary object to which the owner or operator can lock the frame and both wheels with a user-provided lock. The facility shall be designed so as to protect the lock from physical assault.

3. Class 3 Facilities. Class 3 facilities are also intended for short-term parking, and shall include a stationary object to which the user can lock the frame and both wheels with a user-provided six-foot cable (or chain) and lock.

B. Number of Parking Spaces Required.

1. Bicycle parking spaces shall be provided in all commercial, office and industrial districts equal to five percent of the required automobile parking spaces, with a minimum of two bicycle parking stalls required for any one use.

2. Single and Multiple-family residences are exempt from this section.

C. Class Requirements. All required bicycle parking spaces shall include a Class 2 or 3 facility, except elementary and junior high schools, which shall include an enclosed Class 1 facility.

D. General Requirements.

1. All bicycle spaces shall be located as close as possible to the entrance(s) of the use that they are intended to serve, but situated as not to obstruct primary pedestrian circulation. If this is not possible, signs should be posted to direct bicyclists to bike parking.

2. All bicycle facilities shall be located in highly visible areas to minimize theft and vandalism.

3. All bicycle parking and storage areas shall be surfaced so as to keep the area in a dust-free condition. Pervious pavement is recommended.

4. A minimum aisle width of five feet shall be provided between and adjacent to rows of bicycle spaces for access and pedestrian pathways.

5. Bicycle parking areas shall be separated from automobile parking areas by a physical barrier of sufficient identification and distance to protect parked bicycles from damage by cars.

6. Signage should be posted to direct bicyclists to the locations of bicycle racks that may not be readily apparent. Similarly, signs indicating the location of bicycle parking should be posted wherever a NO BICYCLE PARKING sign is posted.

3.3 Urban design strategies to intensify land uses along the Alessandro Boulevard Corridor have been combined into the "Mixed Use Districts Overlay". It is the intent to replace MUD1 and MUD2 with the enhanced districts of the "Mixed Use Districts Overlay". **Exhibit A** of this Ordinance includes the Chapters and Sections, complete with Figures and Tables, which will be added to Chapter 9 of the Municipal Code.

Exhibit A includes the following chapters to be added to Chapter 9 of the Municipal Code:

Chapter 9.02 – Permits and Approvals [Addition]
9.02.090 – Administrative variances.

Chapter 9.07.090 – Mixed-Use Overlay Districts [New]
9.07.091 – Purpose and Intent
9.07.092 – Applicability
9.07.093 – Purposes of Mixed-Use Overlay Districts
9.07.094 – Permitted Uses in Mixed-Use Overlay Districts
9.07.095 – Mixed-Use Overlay District Site Development Standards
9.07.096 – Building Frontage Type Standards
9.07.097 – Open Space Standards – Publicly-Accessible Open Space
9.07.098 – Open Space Standards – Private/Common Open Space
9.07.099 – Lot Area Requirements and Lot Consolidation Incentives

Chapter 9.09 – Specific Use Development Standards [New]
9.09.250 – Live-Work Development
9.09.260 – Mixed-Use Development
9.09.270 – Outdoor Dining

Chapter 9.11 – Parking, Pedestrian, and Loading Requirements [New/Revised]
9.11.030 – General Regulations
9.11.040 – Off-Street Parking Requirements
9.11.060 – Off-Street Bicycle Parking Requirements

Chapter 9.15 – Definitions [New]

9.15.030 – Defintions

3.4 The Permitted Uses Table 9.02.020-1 in Chapter 9.02.020 will be replaced with **Exhibit B** of this Ordinance.

SECTION 4: EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5: NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6: EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 14th day of May, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 864 had its first reading on April 23, 2013 and had its second reading on May 14, 2013, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 14th day of May, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

ORDINANCE NO. 864

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A MUNICIPAL CODE AMENDMENT (PA11-0030) AMENDING TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE REGARDING THE CREATION OF THE MIXED USE OVERLAY DISTRICT (APPROXIMATELY 147.69 ACRES) AND AMENDING THE MUNICIPAL CODE TO INCLUDE STANDARDS RELATED TO THE MIXED USE OVERLAY DISTRICT.

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1:

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

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1. Conformance with General Plan Policies – The amendment is consistent with the General Plan, and its goals, objectives, policies and programs, and with any applicable specific plan.

   FACT: All of the proposed changes are consistent with, and do not conflict with the goals, objectives, policies, and programs established within the General Plan or any specific plan. The amendment creates the Mixed-Use Overlay District to replace the current Mixed Use Zoning Districts 1 and 2 (MUD1 and MUD2). The amendment also includes development standards for the Mixed Use Overlay District.

The General Plan currently references and encourages the concept of mixed use development. At this time, only limited specific plan areas within the City (Village at Sunnymead – Specific Plan 204 and the expired Moreno Highlands – Specific Plan 208) are zoned for mixed use development. The creation of the Mixed Use Overlay District will help promote the concept of mixed use in the City of Moreno Valley.

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2. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or general welfare.

   FACT: The proposed changes do not have the potential of adversely affecting the public health, safety or welfare of the residents of City of Moreno Valley or surrounding jurisdictions. The amendment deals with administrative matters that would not cause a physical effect on the environment.

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   FACT: The amendments to the Municipal Code provides for an internally consistent set of regulations that are compatible with the purpose and intent of Title 9. The proposed changes (creation of the Mixed Use Overlay District, deletion of the MUD1 & MUD2 and inclusion of the development standards for the Mixed Use Overlay District) eliminate conflicts or clarify the meaning of some sections of Title 9. As such, it furthers the specific purpose and intent of Title 9 to "implement the goals, objectives, policies and programs of the Moreno Valley General Plan and manage future growth and change in accordance with that plan."

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~~9.07.100 Mixed Use Development 2 (MUD2)~~

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A. Type of Facilities.

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2. Class 2 Facilities. Class 2 facilities are intended for short-term parking, and shall include a stationary object to which the owner or operator can lock the frame and both wheels with a user-provided lock. The facility shall be designed so as to protect the lock from physical assault.

3. Class 3 Facilities. Class 3 facilities are also intended for short-term parking, and shall include a stationary object to which the user can lock the frame and both wheels with a user-provided six-foot cable (or chain) and lock.

B. Number of Parking Spaces Required.

1. Bicycle parking spaces shall be provided in all commercial, office and industrial districts equal to five percent of the required automobile parking spaces, with a minimum of two bicycle parking stalls required for any one use.

2. Single~~-family~~ and ~~multiple~~Multiple-family residences~~, senior housing complexes, mobile home parks and model home complexes~~ are exempt from this section.

C. Class Requirements. All required bicycle parking spaces shall include a Class 2 or 3 facility, except elementary and junior high schools, which shall include an enclosed Class 1 facility.

D. General Requirements.

1. All bicycle spaces shall be located as close as possible to the entrance(s) of the use that they are intended to serve, but situated as not to obstruct primary pedestrian circulation. If this is not possible, signs should be posted to direct bicyclists to bike parking.

2. All bicycle facilities shall be located in highly visible areas to minimize theft and vandalism.

3. All bicycle parking and storage areas shall be surfaced so as to keep the area in a dust-free condition. Pervious pavement is recommended.

4. A minimum aisle width of five feet shall be provided between and adjacent to rows of bicycle spaces for access and pedestrian pathways.

5. Bicycle parking areas shall be separated from automobile parking areas by a physical barrier of sufficient identification and distance to protect parked bicycles from damage by cars.

6. Signage should be posted to direct bicyclists to the locations of bicycle racks that may not be readily apparent. Similarly, signs indicating the location of bicycle parking should be posted wherever a NO BICYCLE PARKING sign is posted.

3.3 Urban design strategies to intensify land uses along the Alessandro Boulevard Corridor have been combined into the "Mixed Use Districts Overlay". It is the intent to replace MUD1 and MUD2 with the enhanced districts of the "Mixed Use Districts Overlay". **Exhibit A** of this Ordinance includes the Chapters and Sections, complete with Figures and Tables, which will be added to Chapter 9 of the Municipal Code.

Exhibit A includes the following chapters to be added to Chapter 9 of the Municipal Code:

Chapter 9.02 – Permits and Approvals [Addition]
9.02.090 – Administrative variances.

Chapter 9.07.090 – Mixed-Use Overlay Districts [New]
9.07.091 – Purpose and Intent
9.07.092 – Applicability
9.07.093 – Purposes of Mixed-Use Overlay Districts
9.07.094 – Permitted Uses in Mixed-Use Overlay Districts
9.07.095 – Mixed-Use Overlay District Site Development Standards
9.07.096 – Building Frontage Type Standards
9.07.097 – Open Space Standards – Publicly-Accessible Open Space
9.07.098 – Open Space Standards – Private/Common Open Space
9.07.099 – Lot Area Requirements and Lot Consolidation Incentives

Chapter 9.09 – Specific Use Development Standards [New]
9.09.250 – Live-Work Development
9.09.260 – Mixed-Use Development
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Chapter 9.15 – Definitions [New]
9.15.030 – Defintions

3.4 The Permitted Uses Table 9.02.020-1 in Chapter 9.02.020 will be replaced with **Exhibit B** of this Ordinance.

SECTION 4: EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5: NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6: EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 14th day of May, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 864 had its first reading on April 23, 2013 and had its second reading on May 14, 2013, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 14th day of May, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

Addition of the following section to existing Chapter 9.02.090 under "C - Limitations on Administrative Variances":

Chapter 9.02 – Permits and Approvals [Addition]

Sections:

9.02.090 – Administrative Variances

9.02.090 – Administrative variances.

C. Limitations on Administrative Variances. Only the following variances may be granted by the community development director and subject to the following limitations:

5. Decrease in building frontage requirements. In any mixed-use overlay district, the community development director may authorize up to a ten (10) percent decrease in the distance threshold established to specify the required percentage of a building frontage to be built to the Build-To-Zone, as indicated in Table 9.075.050-10 (Mixed-Use Overlay District Development Standards) (i.e., the distance threshold from street intersections for the purposes of calculating building frontage length may be reduced from 300 feet to 270 feet). The community development director is not authorized to reduce the percentage of the building frontage that is required to be built to the Build-To-Zone.

Addition of the following NEW section Chapter 9.07.090 and all related Sections:

Chapter 9.07.090 – Mixed-Use Overlay Districts [New]

Sections:

9.07.091 – Purpose and Intent
9.07.092 – Applicability
9.07.093 – Purposes of Mixed-Use Overlay District
9.07.094– Permitted Uses in Mixed-Use Overlay Districts
9.07.095 – Mixed-Use Site Development Standards
9.07.096 – Building Frontage Type Standards
9.07.097 – Open Space Standards – Publicly-Accessible Open Space
9.07.098 – Open Space Standards – Private/Common Open Space
9.07.099 – Lot Area Requirements and Lot Consolidation Incentives

9.07.091 – Purpose and Intent

A. Purpose. The purpose of this Chapter to provide regulations that implement the goals and policies of the General Plan, the Alessandro Boulevard Corridor Vision Plan (accepted by the Moreno Valley City Council on June 30, 2010), and other similar long-range planning documents aimed at encouraging mixed-use development within the City.

B. Intent. The Mixed-Use Overlay Districts are intended to:

1. Stimulate economic development and reinvestment through regulations based upon recognized urban design principles that allow property owners to respond with flexibility to market forces;

2. Create specific development nodes at street intersections with a pedestrian-oriented mix of uses with convenient access between area neighborhoods, housing, employment centers, and retail services;

3. Accommodate intensities and patterns of development that can support multiple modes of transportation including public transit, bicycles, and walking;

4. Facilitate well-designed new mixed-use development projects that combine residential and nonresidential uses (e.g., office, retail, business services, personal services, public spaces and uses, other community amenities, etc.) to promote a better balance of jobs and housing;

5. Ensure compatibility with adjacent existing single-family neighborhoods and harmonious integration with existing commercial areas;

6. Encourage the development of unique district character through a streetscape that provides attractive features (e.g., landscaping, street furniture, niche or linear parks, public places, courtyards, public transportation shelters; etc.) designed to integrate the public realm (e.g., streets, sidewalks, etc.) with adjacent development on private property; and

7. Provide additional property rights while preserving existing property rights. This intent is achieved by providing additional development rights in compliance with this Chapter, which property owners may exercise under certain conditions, while retaining all development rights conferred by the underlying district to property owners in the mixed-use overlay districts. Incentives and advantages include allowing a greater range and mix of uses; more permissive dimensional specifications (e.g., greater floor area ratio, lot coverage ratio, and height; reduced setbacks; etc.); exemption from certain design review requirements; and fee reductions or waivers.

9.07.092 – Applicability

This Section describes the applicability of mixed-use overlay district standards to a property when the property is located within two districts – a base district (e.g., Commercial (C), Office (O), Business Park/Light Industrial (BP), etc.) and a mixed-use overlay district.

A. Relationship between overlay district standards and base district standards. For property within a mixed-use overlay district, the regulations in this Chapter allow mixed-use development as an alternative to the type of development allowed under the base (underlying) district standards.

B. Base district standards.

1. The provisions in this Chapter shall apply to all properties within their respective mixed-use overlay districts, but the provisions do not supersede the underlying base district provisions until a property is developed in compliance with the provisions of this Chapter.

2. New projects may be developed in compliance with the existing underlying base district, provided that all standards and requirements of the underlying base district are met.

3. Regulations, development standards, and requirements in the underlying base district shall continue to apply to those projects that are currently developed according to the existing standards.

4. For legal non-conforming uses (i.e., uses that do not comply with the provisions of the base district or this Chapter), the provisions in Section 9.02.180 (Legal Nonconforming Uses, Improvements, and Parcels) shall apply.

C. Option to apply mixed-use overlay district standards.

1. The owner or developer of any property within any mixed-use overlay district may choose to develop in compliance with the standards and procedures in this Chapter that apply to the particular mixed-use overlay district in which the property is located.

2. In order to exercise the option to develop under the provisions in this Chapter, approval of a development review application shall be required in compliance with Chapter 9.02.030 (Development Review Process). In granting the approval, the review authority shall find that:

   a. The proposed development is in compliance with the provisions in this Chapter; and

   b. Approval of the project will not reduce the amount of land available in mixed-use overlay zone areas to a point where the City's affordable housing needs under the Regional Housing Needs Assessment (RHNA) cannot be met.

D. Other applicable regulations. Other applicable regulations can be found in Section 9.09.250 (Live-Work Development) and Section 9.09.260 (Mixed-Use Development).

E. Applicable regulations after completion of development. Once a property is developed in compliance with the provisions in this Chapter, the provisions of this Chapter completely supersede the provisions of the underlying base district. Whenever the requirements of the overlay district impose a more or less restrictive standard than the provisions of the underlying base district, the requirements of the overlay district shall govern.

F. Use of photographs. Photographs and illustrations are included in this Chapter for illustrative purposes only. Specific development standards in this Chapter are the controlling language for purposes of development regulation.

9.07.093 – Purposes of Mixed-Use Overlay Districts

This Section describes the purpose and intent of each mixed-use overlay district.

A. **Mixed-Use Institutional Anchor (MUI) Overlay District.** The Mixed-Use Institutional Anchor (MUI) Overlay District applies to areas around prominent anchor institutiOns, such as civic centers, medical centers, and educational campuses. The intent is to build upon the role of the institutions by providing opportunities for urban, high-intensity development that serves the needs of visitors, employees, and residents affiliated with the anchor institution and the surrounding region. Development is allowed up to five stories in height with building frontages near or at the sidewalk, wide sidewalks, and parking under or behind buildings. Vertical mixed-use development (ground-floor retail with offices or housing above) is required at important street intersections. Horizontally-integrated or vertically-integrated mixed-use development, with no requirement for ground-floor retail, is allowed in other locations. The overlay district name may be expanded to include the name of the type of anchor institution (e.g., "MUI – Medical Center"). See Figure 9.07.093-1 (Examples of Development in Mixed-Use Institutional Anchor (MUI) Overlay District).

B. **Mixed-Use Community (MUC) Overlay District.** The Mixed-Use Community (MUC) Overlay District applies to areas along major arterials and arterials. The intent is to provide opportunities for the development of pedestrian-oriented blocks with medium-intense development that serves the needs of residents, visitors, and employees from the surrounding community. Development is allowed up to four stories in height with building frontages near or at the sidewalk, wide sidewalks, and parking under or behind buildings. Vertical mixed-use development (ground-floor retail with offices or housing above) is required at important street intersections. Horizontally-integrated or vertically-integrated mixed-use development, with no requirement for ground-floor retail, is allowed in other locations. The overlay district name may be expanded to include the community name (e.g., "MUC – East Alessandro"). See Figure 9.07.093-2 (Examples of Development in Mixed-Use Community (MUC) Overlay District).

C. **Mixed-Use Neighborhood (MUN) Overlay District.** The Mixed-Use Neighborhood (MUN) Overlay District applies to areas along arterials and minor arterials. The intent is to provide an area for low-rise mixed-use development that serves the needs of residents, visitors, and employees from the surrounding immediate neighborhood. Development is allowed up to three stories in height with building frontages near or at the sidewalk, wide sidewalks, and parking under or behind buildings. Vertical mixed-use development (ground-floor retail with offices or housing above) is required at important street intersections. Horizontally-integrated or vertically-integrated mixed-use development, with no requirement for ground-floor retail, is allowed in other locations. The overlay district name may be expanded to include the neighborhood name (e.g., "MUN – Lasselle Crossing"). See Figure 9.07.093-3 (Examples of Development in Mixed-Use Neighborhood (MUN) Overlay District).

Figure 9.07.093-1
Examples of Development in Mixed-Use Institutional Anchor (MUI) Overlay District

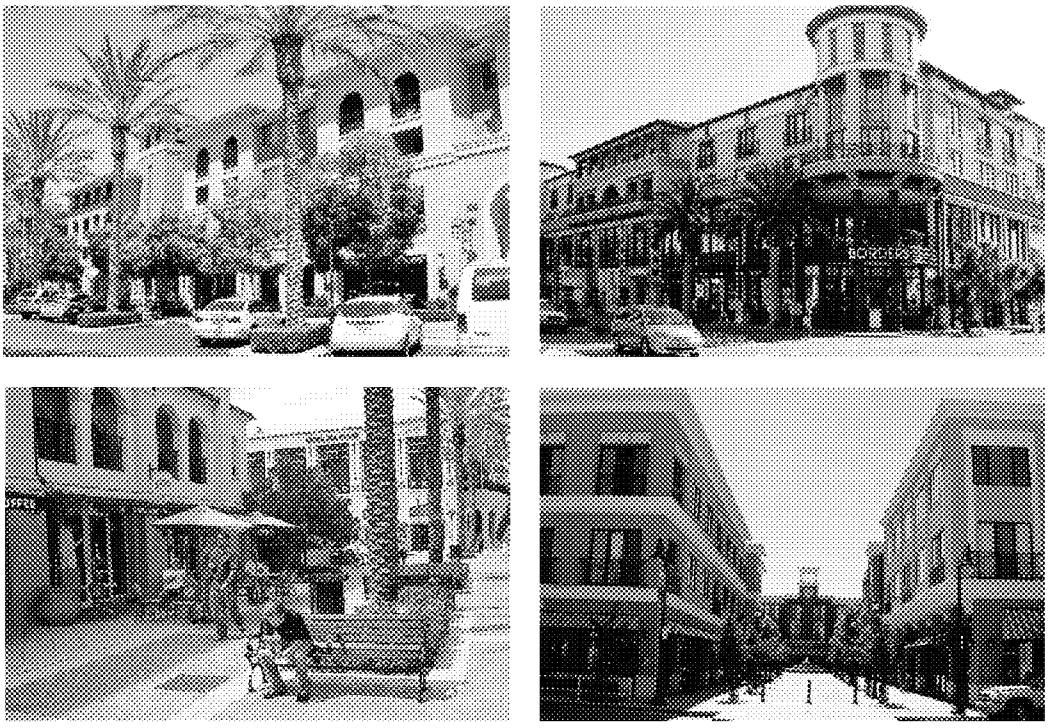

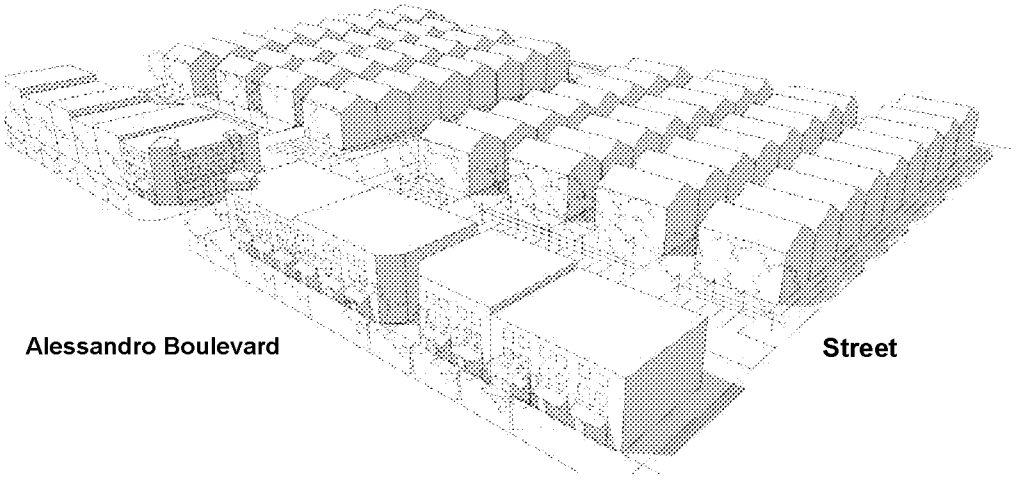

Figure 9.07.093-2
Examples of Development in Mixed-Use Community (MUC) Overlay District

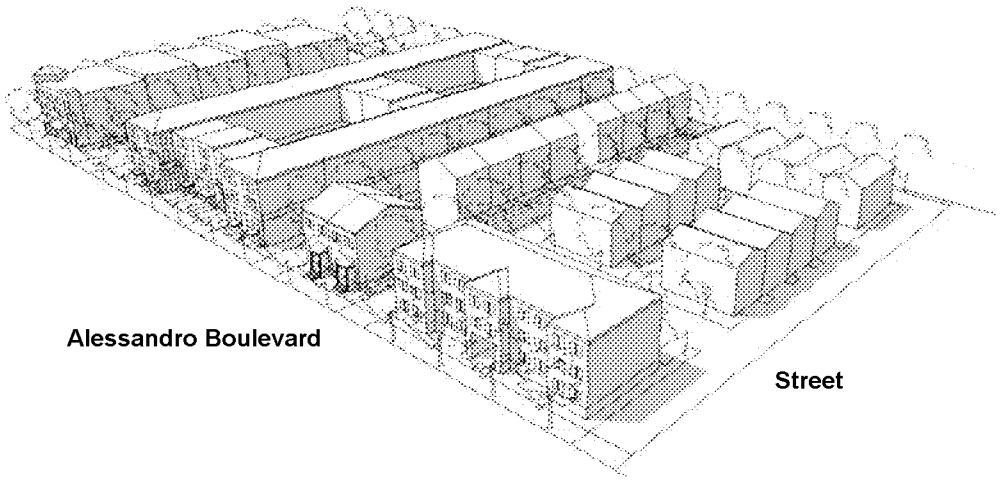

Figure 9.07.093-3
Examples of Development in Mixed-Use Neighborhood (MUN) Overlay District

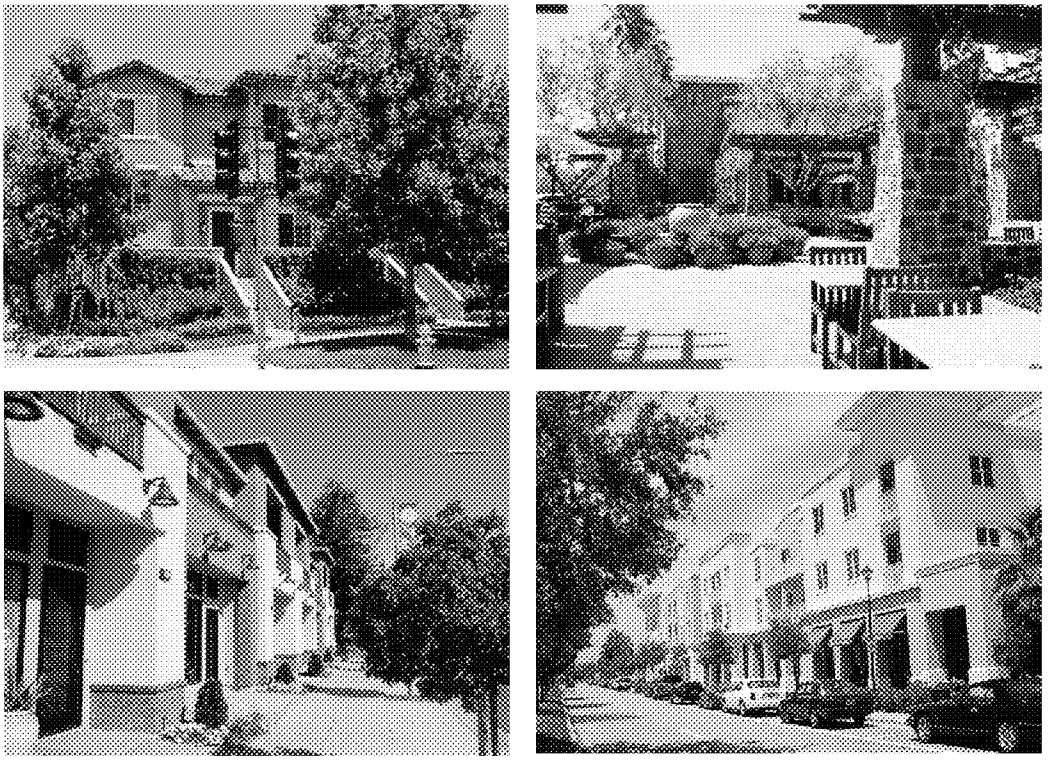

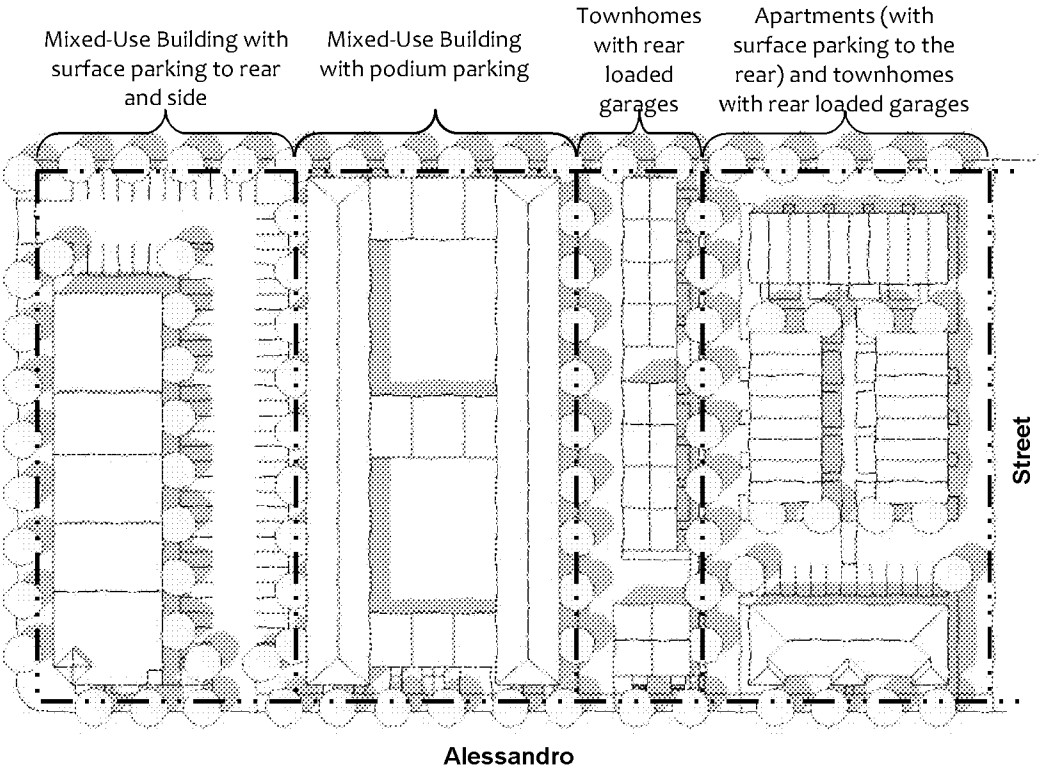

Item No. E.2
Orc
Date Adopted: May 14, 2013

MV00196582

9.07.094 – Permitted Uses in Mixed-Use Overlay Districts

For the mixed-use overlay districts, unless otherwise expressly provided in this Title, permitted uses are limited to those described in the Permitted Uses Table 9.02.020-1 in Section 9.02.020 (Permitted Uses) of this Title. Any use not listed in Table 9.02.020-1 as a permitted use, conditional use, or accessory use shall be prohibited.

9.07.095 – Mixed-Use Overlay District Site Development Standards

This Section provides standards that govern development on properties located in the Mixed-Use Overlay Districts. See Table 9.07.095-10 (Mixed-Use Overlay District Development Standards) and related illustrations. For the purpose of this Zoning Code, mixed-use projects shall comply with nonresidential standards when no mixed-use standards exist.

Table 9.07.095-10: Mixed-Use Overlay District Development Standards

Development Features	*MUI*	*MUC*	*MUN*
Density Standards	*Maximum density for residential uses expressed as dwelling units per net acre. See § 9.08.060 (Development Density)*		
Residential Uses	40 du/ac	30 du/ac	30 du/ac
Intensity Standards	*Maximum floor area ratio (FAR) for nonresidential uses.*		
Nonresidential Uses **(1)**	1.0 (less than 50% residential) 1.25 (greater than 50% residential)	1.0	1.0
Block Standards	*Maximum dimensions required for each newly created block as measured from edge of right-of-way line. See "Block" in § 9.15.030 (Definitions). See Figure 9.07.095-4.*		
Block Length (A)	600 ft (max)	500 ft (max)	500 ft (max)
Block Perimeter (B)	1,800 ft	1,600 ft	1,500 ft

Notes:
(1) Podium and underground parking is not counted toward floor area ratio (FAR). Includes residential FAR.

Table continued on next page

Table 9.07.095-10: Mixed-Use Overlay District Development Standards (continued)

Development Features	*MUI*	*MUC*	*MUN*
Building Placement Standards			
Build-to-Zone	*The area between the minimum and maximum setbacks within which the principal building's front façade (building façade line) is to be located. See "Build-to-Zone" in § 9.15.030 (Definitions). See Figure 9.07.095-5*		
Front (C) Along Alessandro Blvd	0 - 15 ft	0 - 10 ft	0 - 10 ft
Front (D) All other Streets	0 - 15 ft	0 - 10 ft	0 - 10 ft
Street Side Setback (E)	0 - 15 ft	0 - 10 ft	0 - 10 ft
Setback	*Minimum and maximum required setbacks. See § 9.08.030 (Accessory Structures) for allowed projections into setbacks. See Figure 9.07.095-6*		
Front Setback (F) Along Alessandro Blvd	0 ft (min); 15 ft (max)	0 ft (min); 10 ft (max)	0 ft (min); 10 ft (max)
Front Setback (G) All other Streets	0 ft (min); 15 ft (max)	0 ft (min); 10 ft (max)	0 ft (min); 10 ft (max)
Street Side Setback (H)	0 ft (min); 15 ft (max)	0 ft (min); 10 ft (max)	0 ft (min); 10 ft (max)
Interior Side Setback **(2)** (I)	5 ft (min); No max	5 ft (min); No max	5 ft (min); No max
Rear Setback **(2)** (J)	10 ft (min); No max	10 ft (min); No max	10 ft (min); No max
Building Frontage Length	*% of building built to BTZ. See "Build-to-Zone" in § 9.15.030 (Definitions). See Figure 9.07.095-7.*		
Within 300 ft of street intersections (K)	65%	65%	65%
Over 300 ft from street intersections (L)	50%	50%	50%
Building Standards	*See "Underground Levels" and "Mezzanines/Lofts" in § 9.15.030 (Definitions). See Figure 9.07.095-8.*		
Number of Stories **(3)** (M)	5 max	4 max	3 max
Maximum Height **(3)** (N)	60 ft	55 ft	45 ft
Underground Levels (O)	Allowed	Allowed	Allowed
Mezzanines/Lofts **(4)** (P)	Allowed	Allowed	Allowed
Building Frontage Types	*See § 9.07.096 (Frontage Type Standards).*		
Along Alessandro Boulevard within 300 ft of Intersections (Q)	Live-Work Office Storefront	Live-Work Office Residential Storefront	Live-Work Office Residential Storefront
Elsewhere (R)	Live-Work Office Residential Storefront	Live-Work Office Residential Storefront	Live-Work Office Residential Storefront

Notes:

(2) Wherever a lot abuts a lot in any single-family residential district, a minimum setback equal to the building height, but not less than 10 feet shall be required.

(3) Wherever a lot abuts a lot in any single-family residential district, a 15-foot upper story stepback is required for those portions of buildings that are above 30 feet from finished grade.

(4) Mezzanines and lofts shall not be counted as a floor if less than 1/3 of the unit's floor area.

Table continued on next page

Table 9.07.095-10: Mixed-Use Overlay District Development Standards (continued)

Development Features	*MUI*	*MUC*	*MUN*
Site Planning Standards			
Parking Standards	*See § 9.11 (Parking Standards) and Figure 9.07.095-9.*		
Surface Parking (S)	20 ft min setback from front lot line; 15 ft min setback from side lot line	20 ft min setback from front lot line; 15 ft min setback from side lot line	20 ft min setback from front lot line; 15 ft min setback from side lot line
Garage / Tuck-Under Parking (T)	Prohibited along front lot lines	Prohibited along front lot lines	Prohibited along front lot lines
Underground / Podium Parking (U)	Allowed beneath building footprint	Allowed beneath building footprint	Allowed beneath building footprint
Above-Ground Parking Structure **(5)** (V)	Allowed if screened from views from public right-of-way and adjacent single-family residential districts	Allowed if screened from views from public right-of-way and adjacent single-family residential districts	Allowed if screened from views from public right-of-way and adjacent single-family residential districts
Open Space Standards			
Publicly Accessible Open Space (nonresidential)	*See § 9.07.098 (Open Space Standards – Publicly Accessible Open Space).*		
	15% of net lot area	10% of net lot area	10% of net lot area
Private Open Space (multi-family residential)	*See § 9.07.099 (Open Space Standards – Private/Common Open Space).*		
1st floor	150 sq ft per unit	150 sq ft per unit	150 sq ft per unit
Upper floors	100 sq ft per unit	100 sq ft per unit	100 sq ft per unit
Common Open Space (multi-family residential)	300 sq ft per unit	300 sq ft per unit	300 sq ft per unit

Notes:

(5) Minimum interior depth of building liner space that wraps above-ground parking structures facing Alessandro Boulevard shall be 30 feet from the building façade line, as defined in Section 9.15.030 (Definitions).

Figure 9.07.095-4: Block Standards

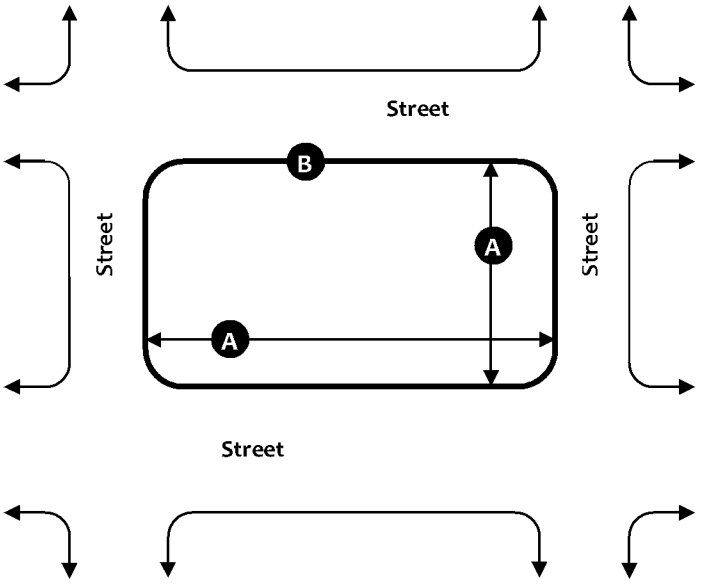

Figure 9.07.095-5: Build-to-Zone Standards

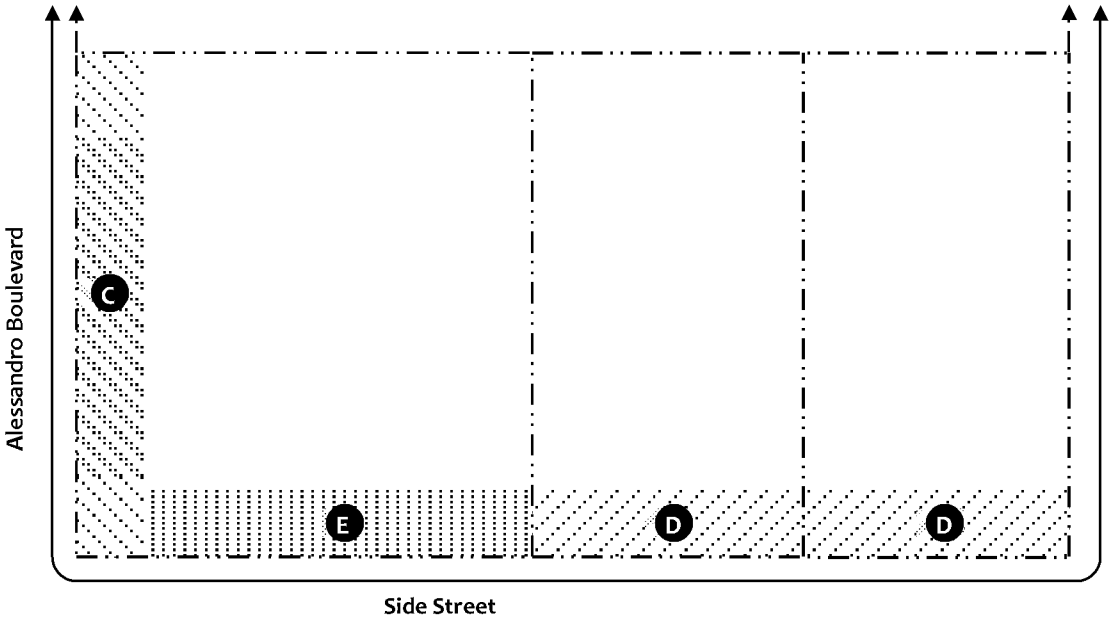

Figure 9.07.095-6: Setback Standards

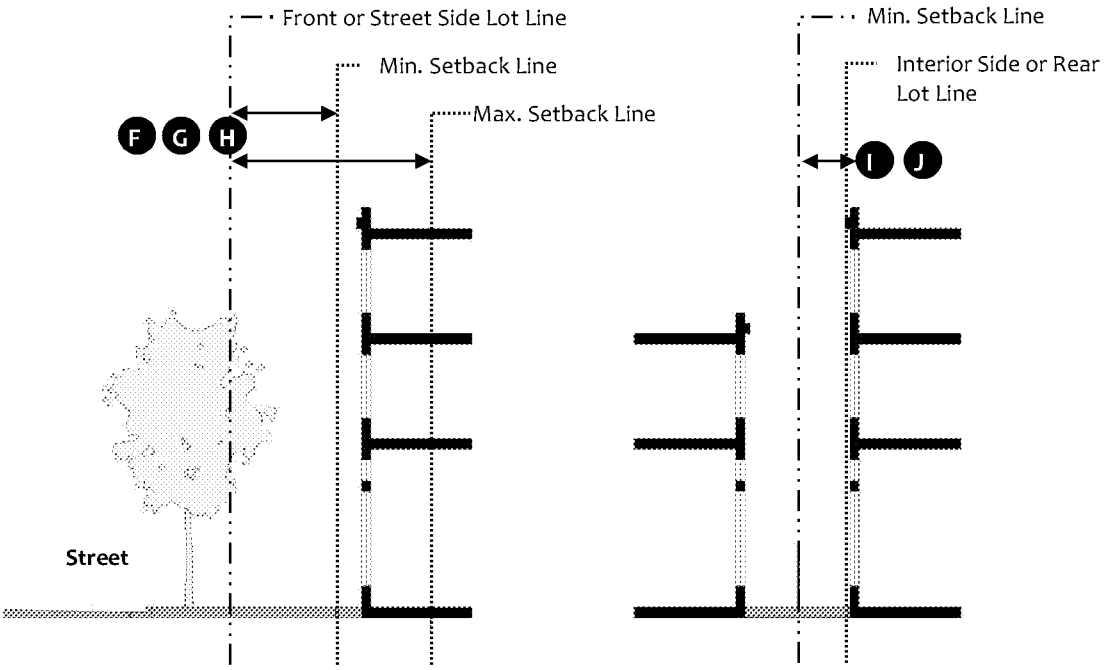

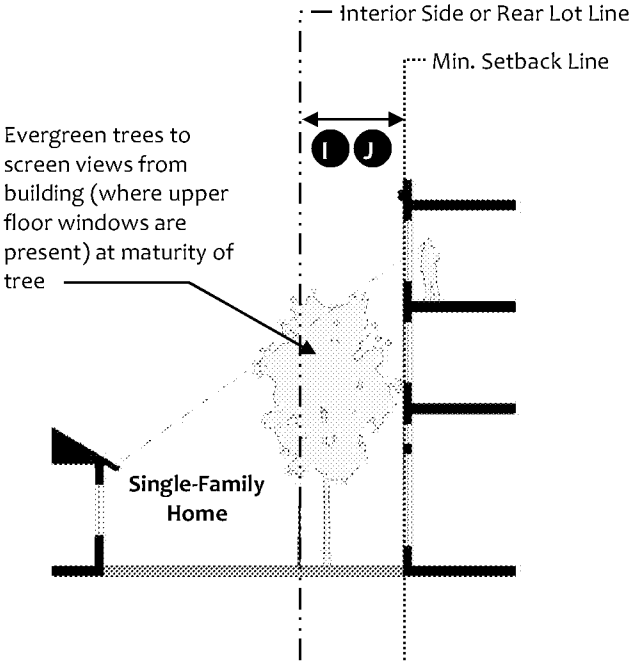

Figure 9.07.095-7: Building Frontage Length

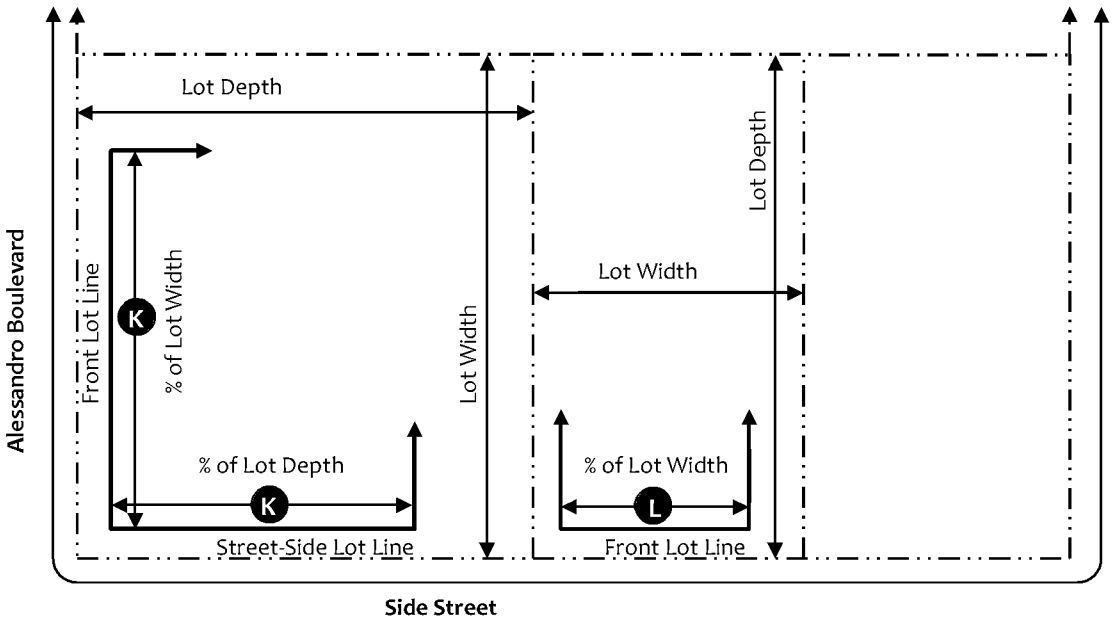

Figure 9.07.095-8: Building Standards and Building Frontage Types

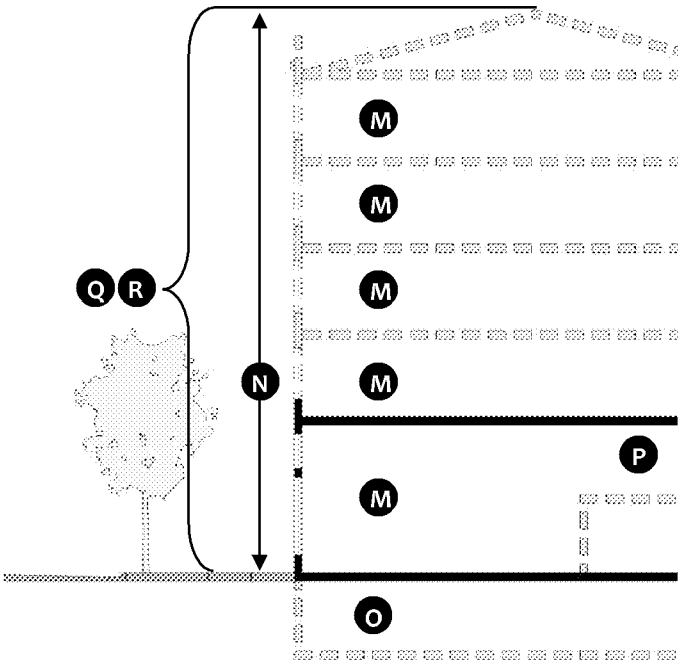

Figure 9.07.095-9: Parking Standards

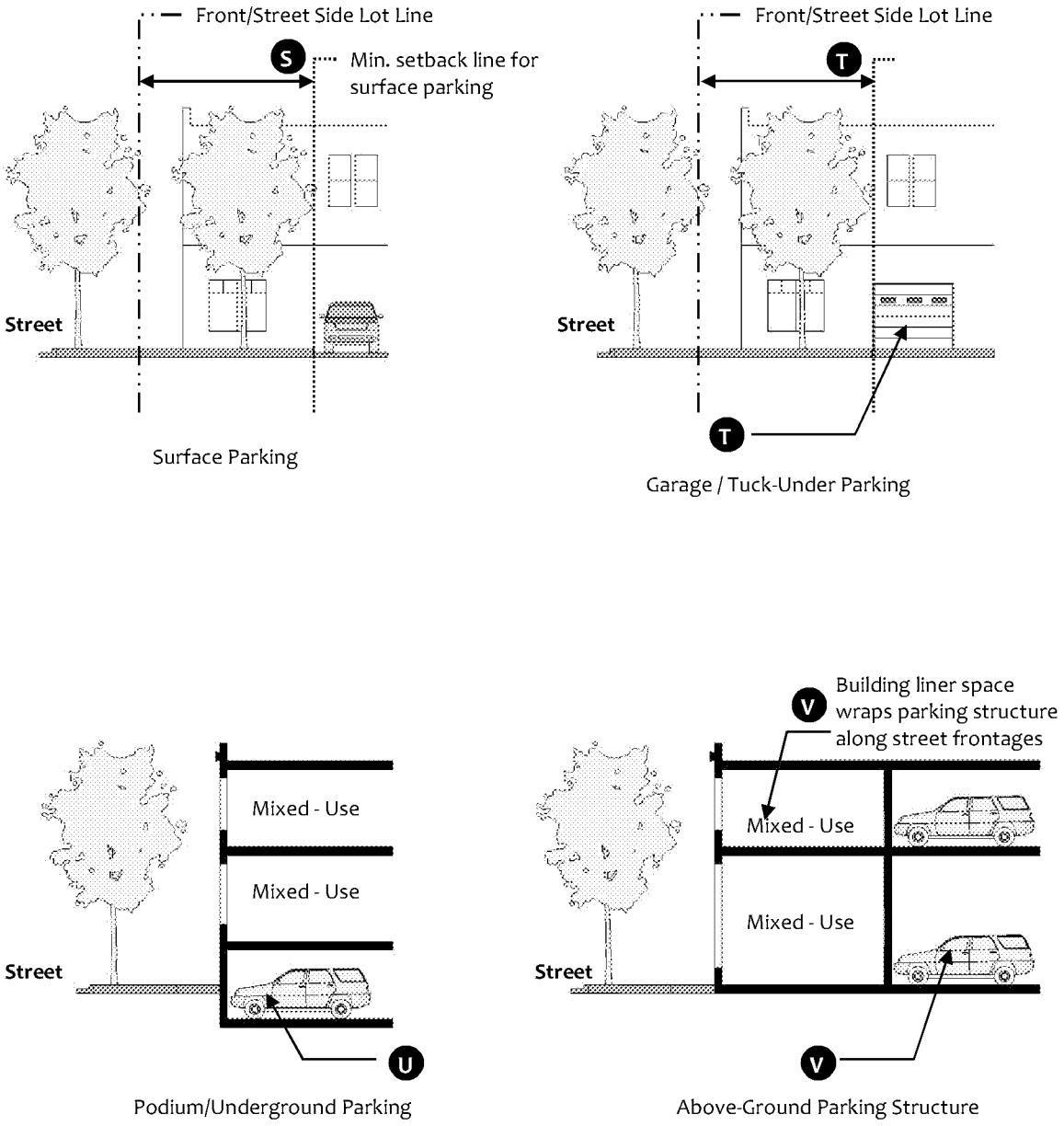

9.07.096 – Building Frontage Type Standards

This Section provides frontage type standards for buildings in the mixed-use overlay districts. Table 9.075.050-10 specifies allowable building frontage types for each mixed-use overlay district.

A. Types of building frontages.

1. **Live-Work/Office Fronts:** A frontage that reinforces both residential and work activities that can occur in the building. The elevation of the ground floor is located at or near the grade of sidewalk to provide direct public access to the building. Entrances and windows are provided on the front of the facade to provide eyes on the street and direct sidewalk access to commercial and office uses. The front setback (if provided) may be improved with landscaping or as an extension of the public sidewalk to create a more pedestrian-friendly environment. See also Section 9.09.250 (Live-Work Development).

2. **Residential Fronts:** A frontage that reinforces the residential character and use of the building. The elevation of the ground floor is elevated above the grade of the lot to provide privacy for residences by preventing direct views into the home from the sidewalk. Entrances and windows are provided on the front of the facade to provide eyes on the street and direct sidewalk access to the building. Stoops are allowed to project into the front setback to enhance entrances. The front setback is primarily improved with landscaping.

3. **Storefronts:** A frontage that reinforces the commercial character and use of the ground floor of the building. The elevation of the ground floor is located at or near the grade of sidewalk to provide direct public access into the building. Large storefronts display windows are provided on the front of the facade to encourage visual access to merchandise displays and to encourage window shopping. Awnings or marquees are provided over storefront windows and entrances. The front setback (if provided) is primarily improved as an extension of the public sidewalk to create a more pedestrian friendly environment.

B. Live-Work/Office Frontage Standards (1)		Figure 9.07.096-10
A	Elevation of Ground Floor	The ground floor elevation shall be located near the elevation of the sidewalk to minimize the need for external steps and external ADA ramps at public entrances.
B	Minimum Ground Floor Interior Height	12 feet minimum (floor-to-floor height) (Commercial Ready)
C	Ground Floor Unit Entrances	All ground floor tenant spaces that have street frontage shall have entrances on a facade fronting a street. All other ground floor uses may have a common lobby entrance along the front facade or private entrances along other facades.
	Upper Floor Unit Entrances	Entrances to upper floor units may be provided through a common lobby entrance and/or by a common entrance along a facade fronting a street.
	Recessed Entrances	Entrances may be recessed into the facade.
D	Ground Floor Windows	At least 40% of the surface area of the ground floor facade **(2)** shall be occupied by windows **(3)**.
E	Upper Floor Windows	At least 25% of the surface area of each upper floor façade **(2)** shall be occupied by windows **(3)**.
F G	Awnings and Marquees	Awnings or marquees may be provided over storefront windows and entrances. Awning and marquees may project up to 6 feet from the facade and extend over the sidewalk provided that at least 8 feet of vertical clearance is provided.
H	Projecting Elements (Balconies, Roof Overhangs, Shade Structures, and Bay Windows)	Projecting Elements on upper floors may project three feet from the facade and project into the setback.
	Sidewalk and Setback Treatment	The public sidewalk shall be improved with street trees with an average spacing of 30' on-center and pedestrian-scaled street lights (no taller than 14 feet). If the front facade is setback from the public sidewalk, the setback shall be landscaped and/or improved as an extension of the public sidewalk.

Notes:

(1) See Section 9.09.250 (Live-Work Development).

(2) As measured by multiplying the width of the facade by the floor-to-floor height. Opening in the facade (such as entrances to parking facilities or covered outdoor hallways/entrances) shall be subtracted from the surface area calculation.

(3) All parts of the window (e.g. head, jamb, frame, sash, sill, muntin bars, and panes) that are visible on the elevation drawing shall be included as "window" in the calculation. Portions of the window that are not visible on the elevation drawing (such as a window that is blocked by a solid balcony wall) shall not be included in the calculation).

Figure 9.0.096-10: Live-Work/Office Frontage Standards

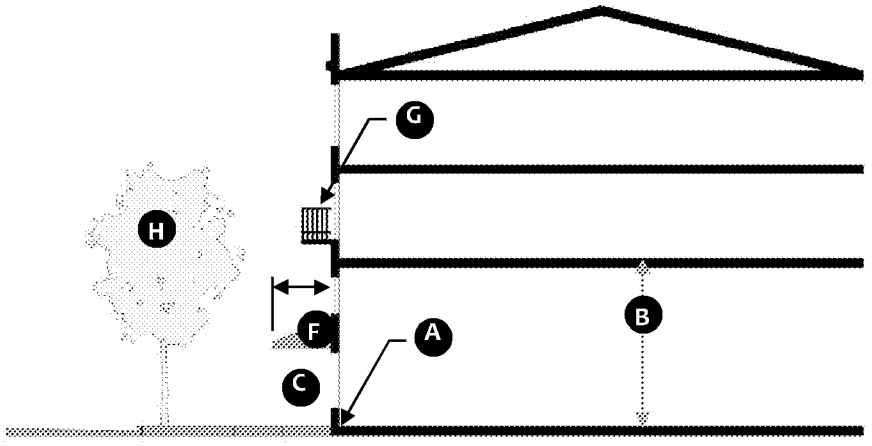

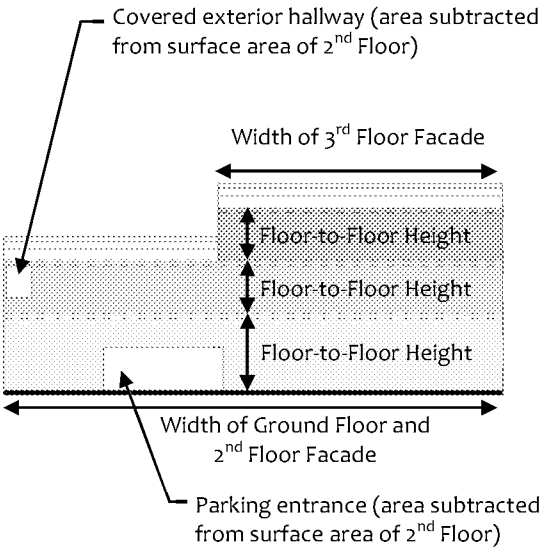

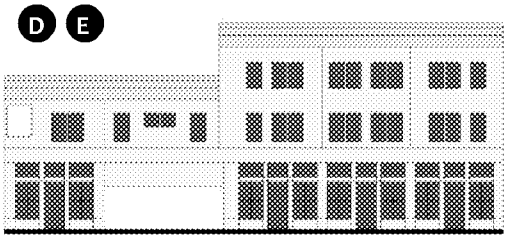

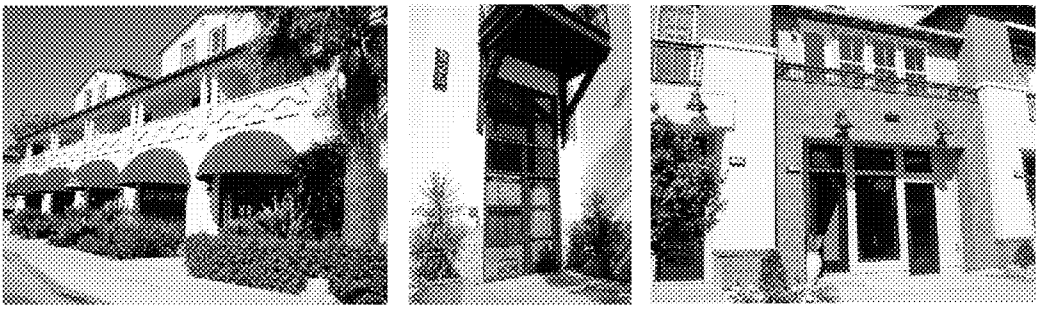

Examples of Live-Work Frontages

C. Residential Frontage Standards		Figure 9.07.096-11
A	Elevation of Ground Floor	The ground floor elevation shall be located within 6 feet of the ground surface of the adjacent sidewalk or walkway.
B	Minimum Ground Floor Ceiling Height	10 feet minimum (floor-to-floor height)
C	Ground Floor Unit Entrances	Entrances to ground floor units that have street frontage may be provided through a common lobby entrance and/or by private entrances from the adjacent sidewalk.
	Upper Floor Unit Entrances	Entrances to upper floor units may be provided through a common lobby entrance and/or by a common entrance along a facade fronting a street.
	Recessed Entrances	Entrances may be recessed into the facade.
D	Ground and Upper Floor Windows	At least 25% of the surface area of the ground and upper floor façade **(1)** shall be occupied by windows **(2)**.
E	Stoops and Front Porches	Stoops and front porches may be provided in front of building and unit entrances. Stoops and front porches may project up to 5 feet from the facade and project into the setback.
F	Projecting Elements (Balconies, Roof Overhangs, Shade Structures, and Bay Windows)	Projecting Elements on upper floors may project 3 feet from the facade and project into the setback.
G	Sidewalk and Setback Treatment	The public sidewalk shall be improved with street trees with an average spacing of 30 feet on-center and pedestrian-scaled street lights (no taller than 14 feet). If the front facade is setback from the public sidewalk, the setback shall be landscaped (excluding stoops/front porches and paved paths to building entrances).

Notes:

(1) As measured by multiplying the width of the facade by the floor-to-floor height. Opening in the facade (such as entrances to parking facilities or covered outdoor hallways/entrances) shall be subtracted from the surface area calculation.

(2) All parts of the window (e.g. head, jamb, frame, sash, sill, muntin bars, and panes) that are visible on the elevation drawing shall be included as "window" in the calculation. Portions of the window that are not visible on the elevation drawing (such as a window that is blocked by a solid balcony wall) shall not be included in the calculation).

Figure 9.07.096-11: Residential Frontage Standards

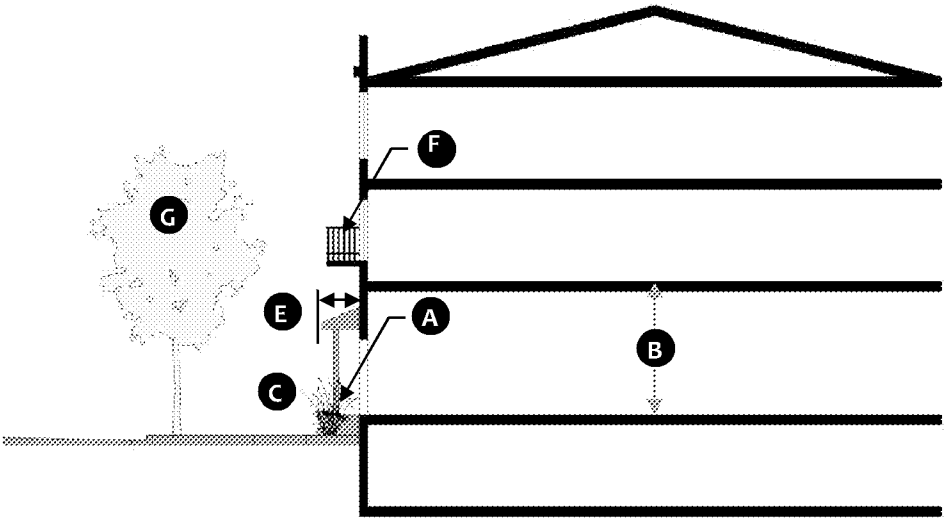

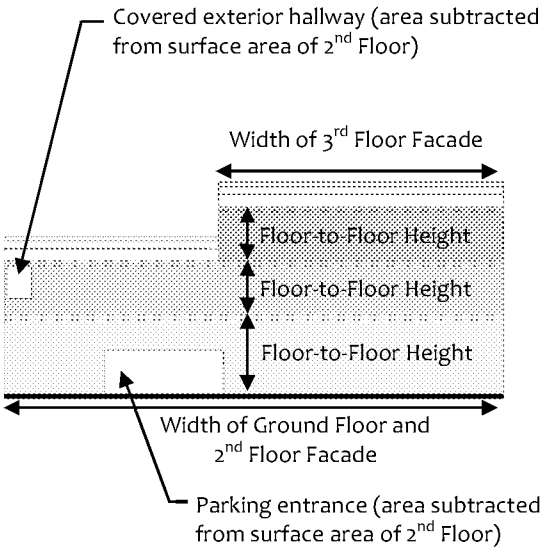

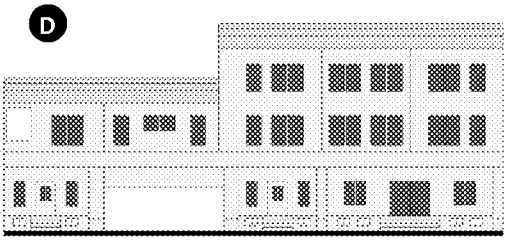

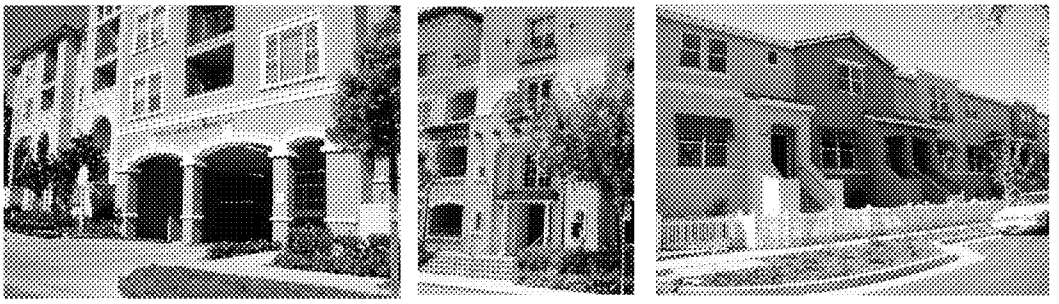

Examples of Residential Frontages

D. Storefront Standards		Figure 9.07.096-12
A	Elevation of Ground Floor	The ground floor elevation shall be located near the elevation of the sidewalk to minimize the need for external steps and external ADA ramps at public entrances.
B	Minimum Ground Floor Ceiling Height	15 feet minimum (floor-to-floor height) (Commercial Ready)
C	Storefront Entrances	All ground floor tenant spaces that have street frontage shall have storefront entrances on the facade fronting a street.
	Lobby Entrances	Lobby entrances to upper floor uses shall be located on a facade fronting a street.
	Recessed Entrances	Storefront and lobby entrances may be recessed into the facade.
D	Ground Floor Windows	At least 50% of the surface area of the ground floor façade **(1)** shall be occupied by windows **(2)**.
E	Upper Floor Windows	At least 25% of the surface area of each upper floor facade[1] shall be occupied by windows[2].
F	Awnings and Marquees	Awnings or marquees are required over storefront windows and entrances. Awning and marquees may project up to 6 feet from the facade and extend over the sidewalk provided that at least 8 feet of vertical clearance is provided.
G H	Projecting Elements (Balconies, Shade Structures, and Bay Windows)	Projecting Elements on upper floors may project 3 feet from the facade and project into the setback.
	Sidewalk and Setback Treatment	The public sidewalk shall be improved with street trees with an average spacing of 30 feet on-center and pedestrian-scaled street lights (no taller than 14 feet). If the front facade is setback from the public sidewalk, the setback shall be improved as an extension of the public sidewalk.

Notes:

(1) As measured by multiplying the width of the facade by the floor-to-floor height. Opening in the facade (such as entrances to parking facilities or covered outdoor hallways/entrances) shall be subtracted from the surface area calculation.

(2) All parts of the window (e.g. head, jamb, frame, sash, sill, muntin bars, and panes) that are visible on the elevation drawing shall be included as "window" in the calculation. Portions of the window that are not visible on the elevation drawing (such as a window that is blocked by a solid balcony wall) shall not be included in the calculation).

Figure 9.07.096-12: Storefront Standards

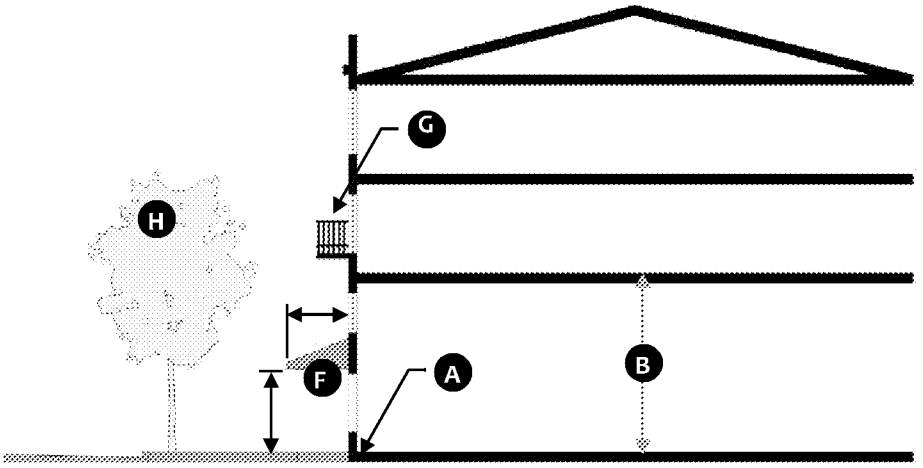

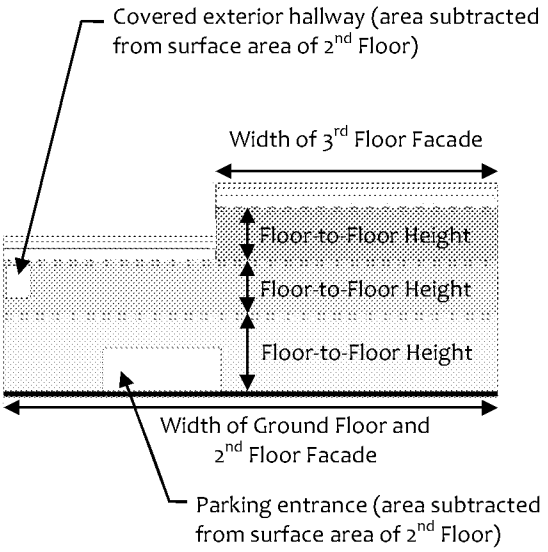

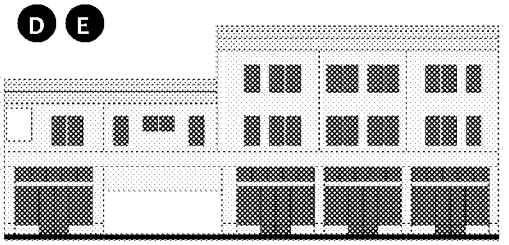

Examples of Storefronts

9.07.097 – Open Space Standards – Publicly-Accessible Open Space

This Section provides standards for publicly accessible open space areas in order to ensure a high level of pedestrian connectivity and activity between the public realm and the private realm, as defined in Chapter 9.15 (Definitions).

A. Minimum size. All new nonresidential development shall provide publicly accessible open spaces as a percentage of the total development site area as indicated in Table 9.075.050-10 (Mixed-Use Site Development Standards).

B. Eligible areas. Publicly accessible open space areas shall not include parking, driveway, or rear setback areas, but may include front and side setback areas provided that they are integrated into the overall design of the project.

C. Ground-level installation. Plazas, courtyards, or other similar publicly accessible open space areas shall be installed at ground level and shall be incorporated into the design of the development.

D. Visibility and accessibility. Public open space areas shall be visible and accessible from the public rights-of-way to engage the interest of pedestrians and encourage public use.

E. Landscaping and hardscapes. Landscaping shall comply with Chapter 9.17 (Landscape and Water Efficiency Requirements). In addition, a combination of landscape and hardscape materials shall be used in the design of these areas and shall include the following components:

1. Hardscape paving may include brick, stone, interlocking concrete pavers, textured concrete, and/or impressed patterned concrete. Hardscape elements may include, but are not limited to, seating areas, potted plant materials, water features, and public art installations.

2. The balance of the open space areas shall be landscaped with turf, shrubs, or groundcover, and trees. All plant materials shall be in proportion to the height and mass of the building and shall be permanently maintained.

F. Minimum height to width ratios. In order to achieve sunlight and air circulation in required publicly accessible open space areas, the following minimum height to width ratios shall be provided:

1. Enclosed Open Space (i.e., open space that is enclosed on four sides, such as a courtyard): 2 to 1 ratio. The required open space shall have a width of at least one-half the height of the adjacent building façade (measured perpendicularly from the façade). This requirement shall apply to all sides of the required open space.

2. Open Space that is open on one or more sides: 3 to 1 ratio. The required open space shall have a width of at least one-third the height of the adjacent building facade (measured perpendicularly from the façade). This requirement shall apply to all sides of the required open space.

G. Design configuration.

1. In the Mixed-Use Institutional Anchor (MUI) Overlay District, sharing of the required publicly-accessible open space ("quasi-public space") for nonresidential uses and the required common open space for residential uses, indicated in Table 9.07.095-10 (Mixed-Use Overlay District Site Development Standards), may be allowed by the applicable review authority when it is clear that the open space will provide direct benefit to residents of the project and the public in general subject to the following limitations:

    a. Up to 30 percent of the required open space for residential uses in a horizontal mixed use project may be provided as quasi-public open space within the nonresidential component of the project; or

    b. Up to 50 percent of the required open space for residential uses in a vertical mixed use project may be provided as quasi-public open space within the nonresidential component of the project.

    c. The minimum dimension (length and width) of shared common open space areas shall be 20 feet. These areas shall be located at grade and shall be accessible for use by the general public.

    d. Quasi-public open space areas shall not include outdoor dining areas or other outdoor activity areas for exclusive use by an individual business.

    e. Quasi-public open space areas are areas located on private property and accessible to the general public. These areas shall include pedestrian oriented amenities, including enhanced seating, lighting, paving, landscaping, public art, water features, and other similar features deemed appropriate by the Community Development Director.

2. Publicly accessible open space areas shall be located and configured as any one of the following:

    a. Forecourt: The publicly accessible open space area is located along a recessed center section of the front façade of the building as illustrated in Figure 9.07.098-13 (Publicly Accessible Open Space – Forecourt).

    b. Front: The publicly accessible open space area is located along the street facing frontage of the building as illustrated in Figure 9.07.098-13 (Publicly Accessible Open Space – Front).

    c. "L" Shaped: The publicly accessible open space area is located along the front and side of the lot as illustrated in Figure 9.07.098-13 (Publicly Accessible Open Space – "L" Shaped).

    d. Paseo or Central Courtyard: The publicly accessible open space area is located on the side of the building or along a center pedestrian paseo or courtyard as illustrated in Figure 9.07.098-13 (Publicly Accessible Open Space – Paseo or Central Courtyard).

Figure 9.07.098-13
Publicly Accessible Open Space – Forecourt

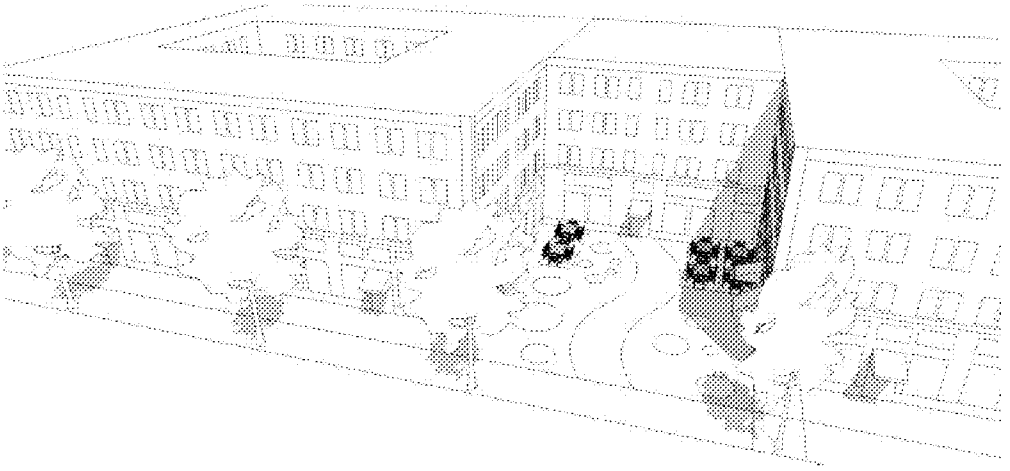

Figure 9.07.098-13
Publicly Accessible Open Space – Front

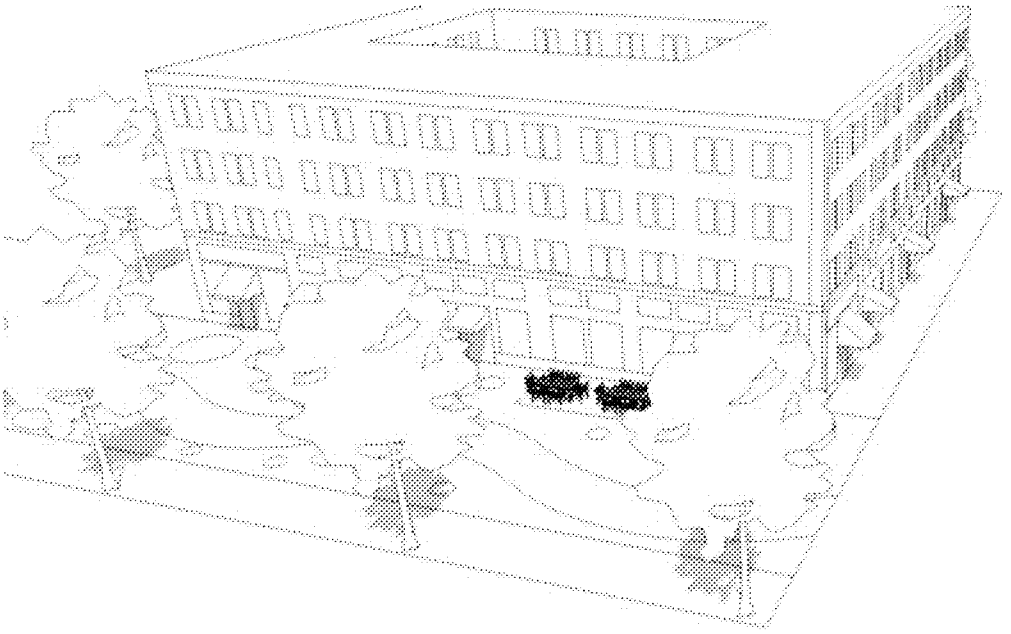

Figure 9.07.098-13
Publicly Accessible Open Space – "L" Shaped

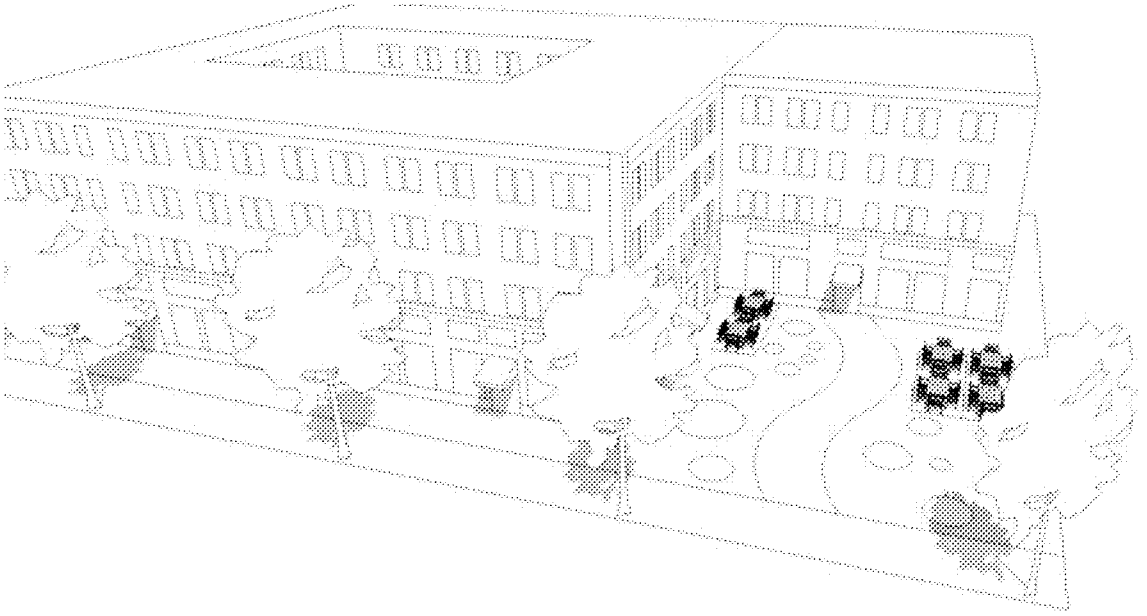

Figure 9.07.098-13
Publicly Accessible Open Space – Paseo or Central Courtyard

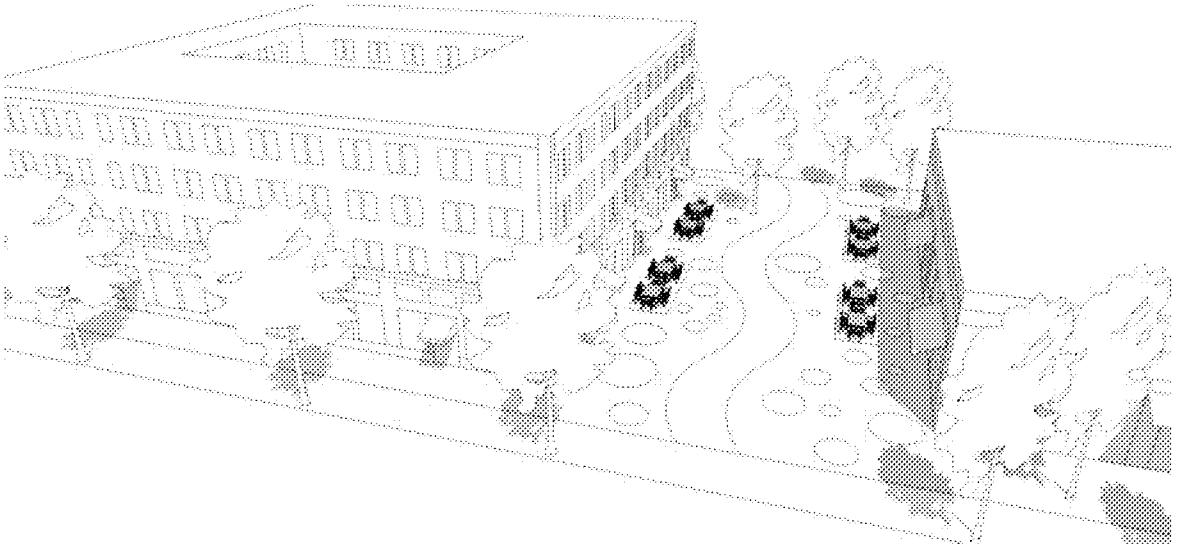

9.07.098 – Open Space Standards – Private/Common Open Space

This Section provides standards for private and/or common open space for residential uses. Private and/or common open space shall be provided in addition to the required publicly accessible open space in Section 9.07.098 (Open Space Standards – Publicly-Accessible Open Space).

A. Required amount of open space.

1. **Minimum required open space**. Private open space and common open space shall be provided in the amounts indicated in Table 9.07.095-10 (Mixed-Use Site Development Standards).

2. **Residential developments.** Private open space and common open space shall be provided on a per unit basis for residential projects and shall be a combination of the total required space divided between private areas (e.g., balconies, patios, etc.) and common areas (e.g., courtyards, playgrounds, recreation facilities, multi-purpose rooms, etc.) designed for the common use of residents as specified below.

3. **Nonresidential or mixed-use developments.** Private open space and common open space shall be provided as a percentage of the total lot area for nonresidential projects and may be used to provide site amenities such as rooftop decks, courtyards, or similar features. Mixed use developments shall combine the residential standards and the nonresidential standard to satisfy this provision.

C. Exclusive use. Private and common open space areas shall be located and designed for the exclusive use of the residents or tenants of the property and their guests and shall not be publicly accessible, except in the Civic Center Mixed-Use (CVMU) Overlay District and the Medical Center Mixed-Use (MDMU) Overlay District where sharing of the required publicly accessible open space ("quasi-public space") for nonresidential uses and the required common open space for residential uses may be allowed in compliance with Subsection 9.07.098.G. (Open Space Standards – Publicly Accessible Open Space – Design configuration).

D. Types of open space. A combination of private and common open space shall be provided to satisfy the following requirements:

1. Common open space amenities shall include, but are limited to, one or more of the following amenities: courtyards, plazas, tennis courts, swimming pools, spas, permanently equipped gym/exercise rooms, or other permanent amenity. Rooftop decks and terraces may be used to satisfy this requirement, however, these areas shall be easily accessible to all residents within the building, and face the public rights-of-way where possible.

2. Private open space areas may include balconies, patios, terraces, or rooftop decks. These areas shall be integrated into the overall architectural design of the building. Architectural elements (e.g., railings, trellises, short walls, roof-top enclosures, etc.) shall be consistent with the architectural style of the structure to which they are attached.

E. Materials and design. Open space areas shall be constructed of permanent materials and be permanently integrated into the design of the building.

F. Building height to open space width ratios. In order to achieve sunlight and air circulation in outdoor common open space areas, the following building height to open space width ratios are required:

1. Enclosed Open Space (i.e., open space that is enclosed on four sides, such as a courtyard): 1 to 1 ratio.
   The required open space shall have a width of at least one-half the height of the adjacent building façade (measured perpendicularly from the façade). This requirement shall apply to all sides of the required open space.

2. Open Space that is open on one or more sides: 2 to 1 ratio. The required open space shall have a width of at least one-third the height of the adjacent building facade (measured perpendicularly from the façade). This requirement shall apply to all sides of the required open space.

9.07.099 – Lot Area Requirements and Lot Consolidation Incentives

A. Lot area requirements. In addition to the lot area requirements provided in Table 9.07.095-10 (Mixed-Use Site Development Standards), the size and shape of each newly created lot shall be adequate to allow the full development of the allowed uses in a manner consistent with the following:

1. Adequate provision shall be made to promote safe and orderly access and circulation of pedestrian and vehicular traffic within the site and from public streets and adjacent developments;

2. Adequate provision shall be made for buildings to be sited to allow for functional use of space between structures and to provide areas for parking, access, and landscaping;

3. Adequate provision shall be made to ensure the compatibility of the site development with surrounding development in regard to size, scale, building and site design, and limitation of overshadowing effects; and

4. The proposed development shall not limit or adversely affect the growth and development potential of adjacent properties or the general area in which the proposed development will be located.

B. Lot consolidation incentives.

1. **Allowable incentives for lot consolidation.** In order to encourage the assembly of smaller existing lots into larger lots that can be more efficiently developed into a mixed-use project, the following incentives are offered:

   a. Reduction in required parking for a mixed-use project when approved in compliance with Section 9.11.070 (Adjustments to Off-Street Parking requirements).

   b. Increase in maximum floor area ratio (FAR), up to a maximum of 10 percent.

   c. Reduction in common and/or private open space requirements, up to a maximum of 10 percent.

2. **Eligibility for incentives.**

   a. Consolidation of existing small lots into a development project site of one acre or greater up to two acres shall be eligible for any two of the allowable incentives identified above.

   b. Consolidation of existing small lots into a development project site of two acres or greater shall be eligible for any four of the allowable incentives identified above.

Addition of the following three new uses to the existing Chapter 9.09 - Specific Use Development:

Sections:

9.09.250 – Live-Work Development
9.09.260 – Mixed-Use Development
9.09.270 – Outdoor Dining

9.09.250 – Live-Work Development

This Section provides operational and compatibility standards for the development of live/work units. These standards are in addition to the standards for live-work development provided in Chapter 9.07.090 (Mixed-Use Overlay Districts).

A. Allowed Uses.

1. The nonresidential component of a live/work unit shall only be a nonresidential use allowed within a mixed-use overlay district, except that certain uses are determined to be not appropriate within a residential environment and are therefore prohibited as provided in subsection B, below.

2. The residential component of a live/work unit shall only be a residential use allowed within a mixed-use overlay district.

B. Prohibited Uses. A live/work unit shall not be used for any of the following activities or similar activities as determined by the Community Development Director:

1. Adult-oriented businesses;

2. Animal care or boarding;

3. Classroom instruction (e.g., art/music lessons, tutoring, and similar uses) involving five or more students at any one time;

4. Commercial food preparation activities;

5. Industrial uses;

6. Vehicle maintenance or repair (e.g., body or mechanical work, including boats and recreational vehicles), vehicle detailing and painting, upholstery, etc;

7. Storage of flammable liquids or hazardous materials beyond that normally associated with a residential use;

8. Medical and dental offices, clinics, and laboratories (not including chiropractors or counselors/psychotherapists);

9. Activities or uses that are not compatible with residential activities or that would clearly conflict with other live/work activities or the character of the surrounding neighborhood as determined by the Community Development Director; and

10. Activities or uses that would adversely affect the health or safety of live/work unit residents, because of dust, glare, heat, noise, noxious gases, odor, smoke, traffic, vibration, or other impacts, or that would be hazardous because of materials, processes, products, or wastes.

C. Site Planning and Design Standards.

1. Each live/work unit fronting a public right-of-way shall have a pedestrian-oriented frontage that allows views into the interior of the nonresidential areas of the unit.

2. Each live/work unit shall have a clearly identified, separate access from other live/work units within the structure or development. Access to individual units shall be from common access areas, parking lots, or walkways. Access to each unit shall be clearly identified to provide for emergency services.

3. The living space within the live/work unit shall be contiguous with the working space, with direct access between the two areas.

D. Operational standards.

1. No portion of a live/work unit shall be separately sold or rented.

2. The owner or developer of a structure containing live/work units shall provide written notice to all occupants, tenants, and users that the surrounding area may be subject to higher impacts associated with nonresidential uses (e.g., noise) than exist in more predominantly residential areas. Performance standards for live/work units shall be those applicable to nonresidential uses allowed in the zoning district in which the live/work units are located.

3. All activities related to the "work" component of a live/work unit shall be conducted within a completely enclosed building.

4. Up to two additional persons who do not reside in the live/work unit may work in the unit.

5. Client and customer visits to live/work units are allowed.

6. Parking for each live/work unit shall be provided in compliance with Chapter 9.11 (Parking, Pedestrian, and Loading Requirements).

7. A live/work unit shall not be converted to either entirely residential use or entirely nonresidential use.

8. A live/work use may display a window or building-mounted sign up to a maximum of five percent of the building frontage area used for commercial purposes. Signs shall not be illuminated, including neon signs.

9.09.260 – Mixed-Use Development

This Section provides operational and compatibility standards for mixed-use development. These standards are in addition to the standards provided in Chapter 9.07.090 (Mixed-Use Overlay Districts).

A. Operational standards.

1. **Hours of operation.** Outdoor nonresidential uses in mixed-use projects shall be prohibited from operating between the hours of 10:00 p.m. and 7:00 a.m. These hours may be modified through approval of a Conditional Use Permit in compliance with Section 9.02.060 (Conditional Use Permits).

2. **Joint tenants and owners association.**

   a. A joint tenants and owners association shall be formed to ensure the well-being of each tenant and owner in a mixed-use project.

   b. The association bylaws, including voting rights, shall be subject to review by the City Attorney and approval by the Director. The association's bylaws shall include the following:

      (1) Assignment of parking spaces per each use.

      (2) Identification of maintenance responsibilities for landscaping, parking facilities, and recycling and refuse storage facilities.

      (3) Noise notification procedures.

      (4) Relationship between uses regarding association representation.

      (5) Voting procedures.

      (6) Procedures for solving problems that may arise between the different types of uses or residents.

3. **Loading and unloading activities.** Where applicable, the covenants, conditions, and restrictions of a mixed-use project shall indicate the times when the loading and unloading of goods may occur on the street, provided that in no event shall loading or unloading take place after 10:00 p.m. or before 7:00 a.m. on any day of the week.

4. **Noise notification.**

   a. Residents, whether owners or tenants, of a mixed-use development project shall be notified in writing before taking up residence that they will be living in an urban type of environment and that the noise levels may be higher than a typical residential area.

   b. The covenants, conditions, and restrictions of a mixed-use project shall require that the residents acknowledge their receipt of the written noise notification. Their signatures shall confirm receipt and understanding of this information.

B. **Fences and walls.** In addition to the regulations in Section 9.08.070 (Fences and Walls), fences and walls shall be subject to the following regulations:

1. **Separation wall required.** A masonry separation wall shall be constructed on all property lines adjacent to any single-family residential district. Pedestrian access points are encouraged and may be allowed subject to approval of the Community Development Director. The separation wall shall be six feet in height, as measured from the highest elevation of land contiguous to the wall, except in a required front setback area and in a required exterior side setback area for a corner, reverse corner or key lot, where the wall shall be limited to 36 inches in height.

2. **Other fences and walls.** Fences and walls are allowed in any yard area subject to the following height regulations:

   a. Front yard area. In the front yard area, the height shall be limited to 36 inches.

   b. Street side yard. In street side yard areas, the height shall be limited to 36 inches.

   c. All other areas. In all other areas, the height shall be limited to six feet, as measured from the side of the fence or wall with the highest grade.

3. **Location.** All perimeter fences and walls shall be constructed on the property line unless a different location is permitted by the Community Development Director. No parallel wall or fence shall be constructed less than five feet from an existing wall or fence, unless approved by the Community Development Director.

4. **Materials.**

   a. Chain link fencing shall not be erected between a primary or accessory structure and a public or private street, except that chain link fencing may be used for security purposes for public utility structures and for temporary fencing needs (construction sites, special events, vacant lots, etc.).

   b. Barbed wire and concertina wire are prohibited, except at public utility structures.

C. **Landscaping.** Landscaping shall comply with Chapter 9.17 (Landscape and Water-Efficiency Requirements).

D. **Screening and buffering standards.** Mechanical and air-conditioning equipment shall be screened and buffered in compliance with Section 9.10.130 (Mechanical and Electrical equipment).

E. **Signs.** Signs shall comply with Chapter 9.12 (Sign Regulations). In addition, in a mixed-use overlay district where both residential and nonresidential uses are allowed, the signage rights and responsibilities applicable to a particular use shall be determined as follows: residential uses shall be treated as if they were located in the residential area where that type of use would be allowed as a matter of right, and nonresidential uses shall be treated as if they were located in a district where that particular use would be allowed, either as a matter of right or subject to a discretionary process.

I. Trash and recycling enclosures.

1. Recycling and refuse storage facilities shall be located as far away as possible from residential units and shall be completely screened from view from adjacent residential portions of the project or another adjacent residential uses in compliance with Section 9.08.150 (Screening Requirements).

2. The location and design of recycling and refuse storage facilities shall mitigate nuisances from odors when residential uses might be impacted.

3. The location and design of recycling and refuse storage facilities shall be integrated into and be compatible with the architectural design and details of the overall project.

J. Sound mitigation. Residential dwelling units shall be designed to be sound attenuated against present and future project noise. New projects or new nonresidential uses in existing projects shall provide an acoustical analysis report, by an acoustical engineer, describing the acoustical design features of the structure required to satisfy the exterior and interior noise standards.

K. Design criteria.

1. A mixed-use development project shall be designed and constructed to:

   a. Be pedestrian in its focus by:

      i. Providing direct pedestrian linkages to adjacent public sidewalks.

      ii. Creating enhanced pedestrian connections throughout the project between residential and nonresidential uses and parking areas.

      iii. Providing enhanced pedestrian amenities throughout the project, including seating, pedestrian area lighting, special paving, public art, water features, common open space, directories, and similar items to create a pleasant pedestrian experience.

      iv. Incorporating architectural design elements and materials that relate to a pedestrian scale.

   b. Locate uses in proximity to one another without large intervening parking lots so that it is convenient for people to walk between the various uses and park their vehicles only once.

   c. Create a pedestrian scale and character of development along the street by providing significant wall articulation and varying roof heights, incorporating pedestrian scale elements (e.g., doors, windows, lighting, landscaping), and locating storefronts and common open space areas (e.g., plaza, courtyard, outdoor dining) near the public sidewalk to contribute to an active street environment.

   d. Provide a transition to adjacent residential uses –in compliance with the standards provided in Table 9.075.050-10 (Mixed-Use Overlay District Development Standards).

2. Consistent use of architectural details and materials. Architectural style and use of quality materials shall be compatible and consistent throughout an entire mixed-use project. However, differences in architectural details and materials may occur to differentiate between the residential and nonresidential portions of the project. The overall project

design and site layout shall be one that promotes a strong pedestrian environment and active street frontage. This can be accomplished by incorporating features into the project as outlined in Paragraph 3, below.

3. Features.

   a. Street level features. Variations in the front building plane shall be incorporated through the use of varying building setbacks, variations in wall planes, and the inclusion of pedestrian amenities (e.g., plaza, courtyard, outdoor dining, landscaping). Long expanses of blank walls shall be prohibited.

   b. Pedestrian-oriented features. At least 75 percent of the building frontage facing a public street, primary pedestrian way, or parking lot shall be devoted to pedestrian-oriented features (e.g., storefronts, pedestrian entrances to nonresidential uses; transparent display windows; landscaping).

   c. Upper level features. Upper floor balconies, bays, and windows shall be provided whenever opportunities exist for these types of features.

   d. Entrances. When nonresidential and residential uses are located in a vertical mixed use structure, separate pedestrian entrances shall be provided for each use. The entrances for nonresidential uses shall be designed to be visually distinct from the entrances for residential uses. Entrances to individual residential units in a vertical mixed use project shall not be allowed along a street frontage. Instead shared entrances to residential units located above the ground floor shall be from lobbies that serve multiple units.

   e. Neighborhood interface. The design of new infill development shall be sensitive to the scale and design characteristics of established structures in abutting residential neighborhoods, with the objective of achieving a harmonious transition between the new development and existing neighborhood. Consideration shall be given to factors including, but not limited to, orientation of architectural features, building articulation, and exterior building treatments.

   f. Lighting. Lighting shall be incorporated along sidewalks or other pedestrian walkways, plazas, paseos, courtyards, and other common open areas to enhance the pedestrian environment and increase public safety. Lighting for nonresidential uses shall be designed, located, and shielded to ensure that they do not adversely impact the residential uses, but shall provide sufficient illumination for access and security purposes consistent with the provisions of Section 9.08.100 (Lighting).

   g. Security. Projects shall be designed to minimize security risks to residents and to minimize the opportunities for vandalism and theft. This may be accomplished by:

      i. Maximizing visibility to common open space areas, internal walkways, and public sidewalks. Use opportunities for natural surveillance to increase visibility.

      ii. Using walkways, low fences, lighting, signage, and landscaping to clearly guide people and vehicles to and from the proper entrances.

      iii. Eliminating areas of concealment, hiding places, and dead spaces.

      iv. Using lighting to improve the visibility of common areas while enhancing the pedestrian environment. Lighting should not be overly bright and should provide a uniform level of light over the subject area to eliminate dark spaces.

9.09.270 – Outdoor Dining

This Section provides standards for outdoor dining areas.

A. Public property. Outdoor dining on public property shall require approval of an encroachment permit by the Public Works Director and compliance with the standards of the Public Works Department.

B. Private property. Outdoor dining on private property shall comply with the following standards:

1. **Coordinated design scheme.** The design and appearance of proposed improvements or furniture (e.g., tables, chairs, benches, umbrellas, planters, menu boards, etc.) to be placed in an outdoor dining area shall present a coordinated theme and shall be compatible with the appearance and design of the primary structure, as determined by the Director.

2. **Hours of operation.** Hours of operation for outdoor dining areas shall coincide with those of the associated indoor restaurant.

3. **Property maintenance.** The operator shall maintain the outdoor dining area(s) in a neat, clean, and orderly condition at all times. This shall include all tables, benches, chairs, displays, or other related furniture. An adequate number of trash receptacles shall be provided to serve the outdoor dining area.

4. **Outdoor bar prohibited.** A bar designed and/or operated to sell or dispense any alcoholic beverages shall not be allowed in the outside dining area.

5. **Location.** Outdoor dining areas may be allowed to locate in required setback areas but shall not encroach into required parking areas. They may be allowed to encroach into a public right-of-way with an approved Encroachment Permit issued by the City Engineer.

6. **Noise.** Amplified sound (e.g., music, television, etc.) shall not be audible beyond the lot line.

C. Review criteria. When reviewing an application to allow outdoor dining, the review authority shall consider the relation of outdoor dining areas to sensitive noise receptors (e.g., hospitals, schools, and residential uses). Mitigation measures shall be applied to eliminate potential impacts related to glare, light, loitering, and noise.

Addition of "H. Rear Parking" to existing Section 9.11.030 – General Regulations the following:

Chapter 9.11 – Parking, Pedestrian, and Loading Requirements

9.11.030 – General Regulations

H. Rear Parking. Parking in the rear of buildings and service area shall be limited to five percent of the total required off-street parking, except in the mixed-use overlay districts identified in Chapter 9.075 (Mixed-Use Overlay Districts).

Table 9.11.040A-12 in Section 9.11.040 – Off-Street Parking Requirements for Residential Uses will be replaced with the following table:

Table 9.11.040A-12

Off-Street Parking Requirements

Use	Requirement	Covered Parking	Notes
Residential Uses			
Single-family	2/unit	Within an enclosed garage	
Second units	2/unit	Carport or garage	
Duplex	2/unit	Within an enclosed garage	
3 or more units: Studio 1 bedroom 2 bedrooms 3+ bedrooms	 1.25/unit 1.5/unit 2.0/unit 2.5/unit	 1 covered/unit 1 covered/unit 1 covered/unit 2 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard.
Senior housing: Studio 1 bedroom 2+ bedrooms	 1.0/unit 1.25/unit 1.5/unit	 1 covered/unit 1 covered/unit 1 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard. Alternate parking requirements may be permitted subject to approval of a parking study pursuant to Section 9.11.070(A) of this chapter.
Mobile home parks	2.5/unit		Tandem spaces may be used to meet resident parking requirements.

Residential care homes	Parking requirements shall be determined by the community development director subject to an approved parking study.		
Live-Work Units (residential component)	2/unit	2 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is NOT included in the minimum required parking standard and can be shared with the business aspect of the "Live-Work" parking standard.
Residential Component of Mixed-Use Project	See Multiple-Family requirements in Table 9.11.040A-12	See Multiple-Family requirements in Table 9.11.040A-12	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard and may be shared with the non-residential component. Alternate parking requirements may be permitted subject to approval of a parking study pursuant to Section 9.11.070(A) of this chapter.

Table 9.11.040B-12 in Section 9.11.040 – Off-Street Parking Requirements for Commercial Uses will be replaced with the following table:

Table 9.11.040B-12
Off-Street Parking Requirements

Commercial Uses	Requirement	Notes
General retail (unless specified elsewhere)	1/225 sq. ft. of gross floor area	
Automobile, boat, mobile home, or trailer sales, retail nurseries, or other similar outdoor commercial activities	1/2,000 sq. ft. of display area	1. Display area shall include all office, service and repair, or other related activities and areas that are accessible to the public.

Commercial Uses	Requirement	Notes
		2. No required off-street parking spaces shall be used for display, sales, service or repair of vehicles.
Automobile service stations, repair and service facilities	2 spaces + 4/service bay for 4 or less bays and 2/service bay for 5 or more bays	Any related retail activities shall be subject to the general retail parking standards (mini-markets, tire sales, and the like).
Automobile washing and waxing establishments: Self-serve Automated	 2 spaces + 2/washing stall 10 + 1 per 2 employees	
Business and professional offices	1/250 sq. ft. of gross floor area	
Banks, savings and loans and medical/dental offices	1/225 sq. ft. of gross floor area	
Day care center	1/employee + 1/500 sq. ft. of gross floor area	Special design requirements shall apply for bus loading or parent drop-off points.
Eating and Drinking Establishments	1/100 sq. ft. of gross floor area up to 6,000 sq. ft. 1/75 sq. ft. of gross floor area over 6,000 sq. ft.	A minimum of 10 spaces required for stand-alone use. No additional parking required if outdoor dining area comprises no more than 15 percent of the interior gross floor area of the primary food service use; If outdoor dining area is over 15%, 1 space for every 60 sq ft or 1 space for every 3 seats, whichever is greater.
Eating and drinking establishments within shopping centers of 25,000 square feet of building area or greater.	1/225 sq. ft. of gross floor area up to 15% of the shopping center gross building square footage.	Eating and drinking establishments within shopping centers of 25,000 square feet of building area or greater.

The NEW Section 9.11.060 - Off-street bicycle parking requirements will read as follows:

9.11.060 – Off-Street Bicycle Parking Requirements

A. Type of Facilities.

1. Class 1 Facilities. Class 1 bicycle facilities required pursuant to the provisions of this chapter are intended for long-term parking, and shall be protected against theft of the entire bicycle and of its components and accessories.

2. Class 2 Facilities. Class 2 facilities are intended for short-term parking, and shall include a stationary object to which the owner or operator can lock the frame and both wheels with a user-provided lock. The facility shall be designed so as to protect the lock from physical assault.

3. Class 3 Facilities. Class 3 facilities are also intended for short-term parking, and shall include a stationary object to which the user can lock the frame and both wheels with a user-provided six-foot cable (or chain) and lock.

B. Number of Parking Spaces Required.

1. Bicycle parking spaces shall be provided in all commercial, office and industrial districts equal to five percent of the required automobile parking spaces, with a minimum of two bicycle parking stalls required for any one use.

2. Single and Multiple-family residences are exempt from this section.

C. Class Requirements. All required bicycle parking spaces shall include a Class 2 or 3 facility, except elementary and junior high schools, which shall include an enclosed Class 1 facility.

D. General Requirements.

1. All bicycle spaces shall be located as close as possible to the entrance(s) of the use that they are intended to serve, but situated as not to obstruct primary pedestrian circulation. If this is not possible, signs should be posted to direct bicyclists to the bike parking.

2. All bicycle facilities shall be located in highly visible areas to minimize theft and vandalism.

3. All bicycle parking and storage areas shall be surfaced so as to keep the area in a dust-free condition. Pervious pavement is recommended.

4. A minimum aisle width of five feet shall be provided between and adjacent to rows of bicycle racks or spaces for access and pedestrian pathways.

5. Bicycle parking areas shall be separated from automobile parking areas by a physical barrier of sufficient identification and distance to protect parked bicycles from damage by cars.

6. Signage should be posted to direct bicyclists to the locations of bicycle racks that may not be readily apparent. Similarly, signs indicating the location of bicycle parking should be posted wherever a NO BICYCLE PARKING sign is posted.

The addition of the Mixed-Use Overlay District has provided new development terms to the Municipal Code. The list below will be added into the current definitions section in alphabetic order:

Chapter 9.15 – Definitions [New]

9.15.030 – Definitions

The following terms shall be added to Chapter 9.15 (Definitions).

Block. The aggregate of lots, pedestrian passages, and rear alleys, circumscribed on all sides by streets.

Block Length. The linear dimension of a block along one of its street frontages.

Block Perimeter. The aggregate dimension of a block along all of its street frontages.

Build-to-Zone. The area between the minimum and maximum setbacks within which the principal building's front façade (building façade line) is to be located. See Figure 9.15.030-1 (Build-to-Zone).

Figure 9.15.030-1
Build-To-Zone

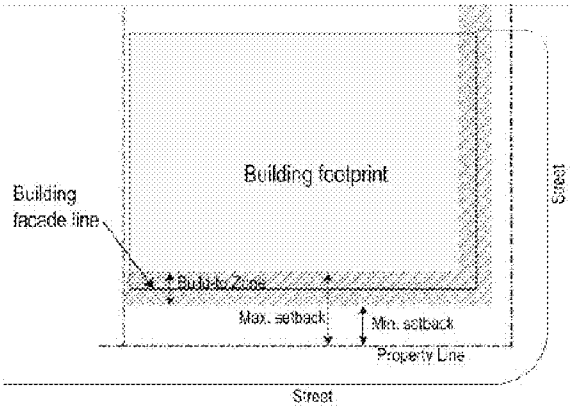

Illustration indicating the location of the build-to zone relative to the minimum and maximum setbacks and the building façade line.

Building Façade Line. The vertical plane along a lot where the building's front façade is actually located. See Figure 9.15.030-1 (Build-to-Zone).

Commercial-Ready Space. Ground floor interior space constructed with a minimum height as established in Section 9.075.060 (Building Frontage Type Standards) that may be used for either residential or nonresidential uses. The intent of Commercial-Ready space is to provide flexibility so that a space can be converted between residential and nonresidential uses in response to market demand.

Floor Area Ratio (FAR). The mathematical relation between volume of building and unit of land expressed as the ratio of gross floor area of all structures on a lot to total lot area. See Table

9.075.050-10 (Mixed-Use Development Standards) for FAR figures applicable to the mixed-use overlay districts. See Figure 9.15.030-2 (Floor Area Ratio).

Figure 9.15.030-2: Floor Area Ratio

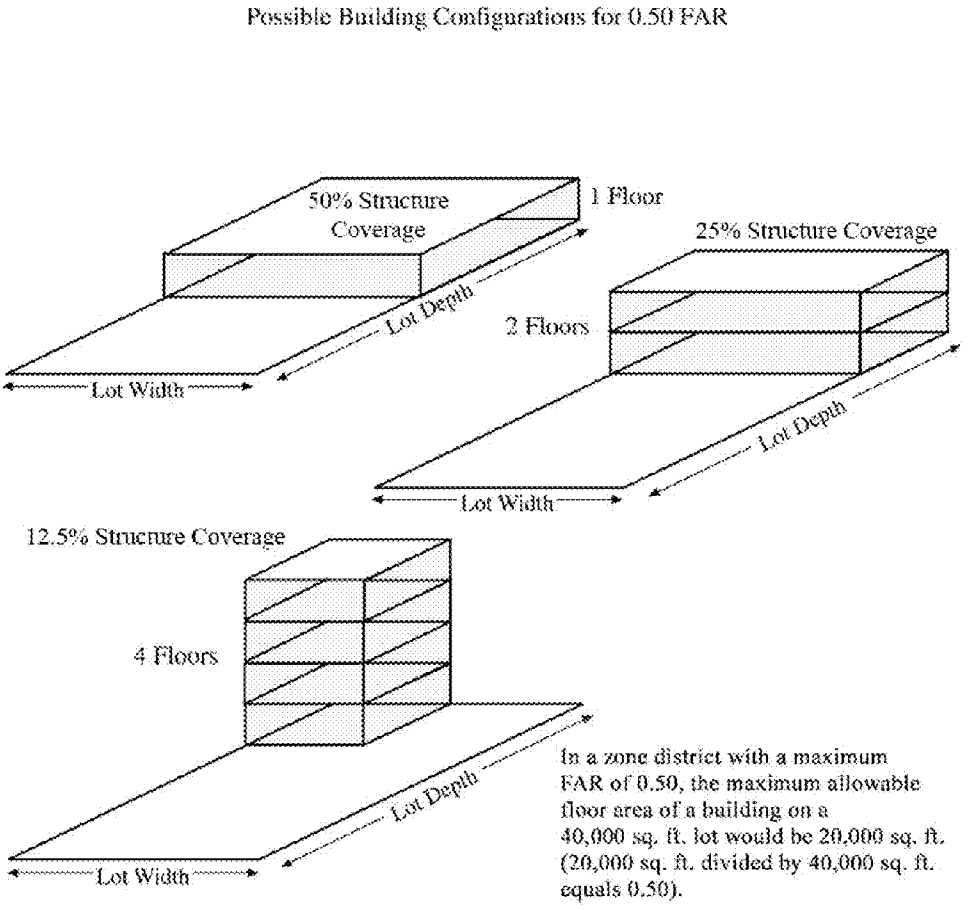

$$\text{Floor Area Ratio (FAR)} = \frac{\text{Gross Building Area (All Floors)}}{\text{Lot Area}}$$

Integration of uses. Potential ways to integrate uses allowed in mixed-use development include:

1. Vertical integration. A mix of nonresidential uses (i.e., commercial, retail, and/or office) located on the ground floor with residential dwelling units located above.

2. Horizontal integration. A mix of nonresidential uses located on the primary street frontage of a lot and residential uses located at the rear of a lot.

Live-Work. A structure or complex of structures that integrates space for both residential and nonresidential uses within individual units.

Live/Work Unit. A unit with both residential and nonresidential uses and where neither use is subordinate to the other.

Mezzanine. An intermediate floor between main floors of a building. The floor often projects from the walls and does not completely close the view of the ceiling from the floor immediately below. A mezzanine floor and the floor below it share the same ceiling.

Mixed-Use Vertical Development. Development that combines two or more types of land uses (e.g., residential, commercial, office, industrial, institutional, or recreation) in a single building in a vertical configuration, typically with residential uses located above nonresidential uses.

Mixed-Use Horizontal Development. Development that combines two or more types of land uses (e.g., residential, commercial, office, industrial, institutional, or recreation) on a single development site, but not necessarily in the same building, typically nonresidential uses are located adjacent to the street and residential uses are located away from major streets behind nonresidential uses.

Mixed-Use Overlay District. A land use designation (zoning district) that allows a combination of uses, which may include residential, commercial, office, industrial, institutional, or recreational uses.

Podium Parking. Parking spaces that are covered by the ground floor of a building and are completely enclosed by walls. Podium parking may occur at or below the grade of the adjacent sidewalk.

Private Realm. Any privately-owned property.

Public Realm. Any publicly owned streets, roadways, sidewalks, parks, plazas, and other open spaces that comprise the shared space of a city for its visitors, employees and residents. It is the space between buildings where civic interaction occurs and is defined in contrast to private property.

Surface Parking. Parking spaces that are not covered by a building and are not enclosed by walls. Surface parking is also known as a “parking lot”.

Tuck-Under Parking. Parking spaces that are covered by the upper floor of a building, but are otherwise open.

Underground Level. That portion of a structure between the floor and ceiling which is wholly or partly below grade and having more than one half of its height below grade.

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MV00196619

Permitted Uses Table 9.02.020-1

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
Adult Businesses																	A		A	A		A	A	A	A	
Agricultural Uses—Crops Only	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Agricultural (involving structures)																						X				
Aircraft Landing Facilities																	C		C	C	C	C				
Ambulance Service																	♦				♦	X	X	X	X	
Amusement Parks, Fairgrounds																	♦					X				
Animal Raising (see Section 9.09.090 of this title)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Appliance and Electronic Repair Shops													X	X	X	X	X					X	X		X	
Arcades, Video Machines																♦	X	♦								
Athletic Clubs, Gymnasiums and Spas													X	X	X	X	X		X			X	X	X	X	
Auction Houses																	X								X	
Auditoriums													♦	♦	♦		♦	♦	♦	♦	♦	♦	♦	♦	♦	
Auto Electronic Accessories and Installation																	X					X	X		X	
Automobile Fleet Storage																						X	X			
Automobile, Motorcycle, Truck, Golf Cart, Recreational Vehicle																	♦					X	X			

MV00196620

Permitted Uses Table 9.02.020-1

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
and Boat Sales and Incidental Minor Repairs and Accessory Installations																										
Auto Service Stations Accessory uses include convenience store and car wash Minor repairs to include auto/boat/motorcycle/RV (excludes major repair, paint, body work)																♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	
Automotive, Boat, Motorcycle and RV Repair—Minor (includes brake, muffler and tire installation and repair)																♦	X					X	X		X	
Automotive Paint and Body Repair—Major Engine Overhaul																	♦					X				
Auto Rentals																	X						X	X	X	
Auto Supply Stores													X	X	X	X	X					X	X		X	
Bakery Shops													X	X	X	X	X	X							X	
Bakery—Commercial																						X				
Banks—Financial Institutions													X	X	X	X	X	X	X	X				X	X	
Barber and Beauty Colleges													X	X	X	X	X		X	X				X	X	

MV00196621

Permitted Uses Table 9.02.020-1

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
Boat Sales New and Used Including Repairs and Accessory Installation																	♦					X				
Boarding and Rooming Houses									X	X	X	X	X	X												
Bowling Alley													♦	♦	♦	X	X									
Building Material Sales																	♦									
With outdoor storage																	♦					X	X			
Building Material Storage Yards																						X				
Bus, Rail and Taxi Stations															♦		♦									
Business Equipment Sales (includes repairs)													X	X	X	X	X	X	X						X	
Business Schools													X	X	X	X	X	X	X	X			X	X	X	
Business Supply Stores													X	X	X	X	X		X			X	X		X	
Cabinet Shop																						X	X	X	X	
Caretakers Residence[1]																♦	♦	C	♦	♦	♦	♦	♦	♦	♦	
Car Wash																X	X					X				
Accessory to auto related use																♦	♦					X				
Catering Service													X	X	X	X	X	X						X	X	
Cemetery (Human or Pet) With or Without Accessory Mortuary and Cremation Services (Minimum 10-acre site required)	C	C	C	C	C	C	C	C	C	C	C	C														
Churches[2]	C	C	C	C	C	C	C	C	C	C	C	C	♦	♦	♦	♦	♦	C	♦	♦	♦	♦	♦	♦	♦	

MV00196622

Permitted Uses Table 9.02.020-1

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
Clubs								♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦					C
Commercial Radio or Television Stations																										
With on-site antenna																	♦					♦	♦	♦	♦	
Without on-site antenna																	X					X	X	X	X	
Communications Facilities (See Section 9.09.040 of this title)																										
Computer Sales and Repairs													X	X	X	X	X		X			X	X	X	X	
Contractors Storage Yard																						X				
Convalescent Homes/Assisted Living							C	C	C	C	C	C	♦	♦	♦	♦	♦	♦	♦	♦	♦					
Convenience Stores																										
With drive-through																X	X									
Without drive-through													X	X	X	X	X									
With alcohol sales													♦	♦	♦	♦	♦									
Convention Hall, Trade Show, Exhibit Building with Incidental Food Services															C		♦		♦		♦			♦	♦	
Copy Shops													X	X	X	X	X	X	X	X		X	X	X	X	
Country Club	C	C	C	C	C	C	C	C	C	C	C	C														
Dancing, Art, Music and Similar Schools													X	X	X	X	X	X	X	X			X	X	X	
Day Care Centers	C	C	C	C	C	C	C	C	C	C	C	C	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	C
Delicatessens													X	X	X	X	X	X	X				X	X	X	
Diaper Supply Service																						X				
Laundry with fleet																						X				

MV00196623

Permitted Uses Table 9.02.020-1

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
storage																										
Disposal company																						X				
Drapery Shops													X	X	X	X	X	X								
Dressmaking Shops													X	X	X	X	X	X								
Driving School													X	X	X	X	X		X	X			X	X	X	
Drug Stores													X	X	X	X	X	X								
Dry Cleaning or Laundry																										
a. Dry Cleaning													X	X	X	X	X	X	X						X	
b. Laundromat													X	X	X	X	X	X	X							
c. Laundry Commercial																						X	X			
Equestrian Centers, Riding Academies, Commercial Stables (including incidental sales of feed and tack)	C	C	C	C													♦									C
Exterminators																	C					X	X	X	X	
Feed and Grain Stores																X	X	X								
Fire and Police Stations	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Floor Covering Stores (may include incidental repairs with installation service)													X	X	X	X	X					X				
Fraternity/Sorority								C	C	C	C	C														
Frozen Food Locker																						X	X			
Gasoline Dispensing - Non-retail accessory to an auto-related use																	X					X	X	X	X	
Glass Shops and Glass																X	X					X	X		X	

MV00196624

Permitted Uses Table 9.02.020-1

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
Studios—Stained, etc.																										
Golf Courses or Golf Driving Ranges with Incidental Commercial Uses	C	C	C	C	C	C	C	C	C	C	C	C														♦
Handicapped Housing								X	X	X	X	X	X	X	X											
Heavy Equipment Sales and Rentals																	X						X	X		
Homeless Shelters																	C		C	C	X	C			C	
Hospitals															♦		♦		♦	♦				C	C	C
Hotels																										
a. With 20% or less of the units containing kitchens													X	X	X		X		C				X	X	X	
b. With over 20% of the units containing kitchens													C	C	C		C		C				C	C	C	
Ice Cream Stores—Including Yogurt Sales													X	X	X	X	X	X	X						X	
Impound Yards																						X				
Jewelry Stores													X	X	X	X	X	X								
Kennel and Catteries	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		♦	♦	♦	♦	C			
Laboratories (medical and dental)													X	X	X	X	X		X	X		X	X	X	X	
Libraries	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	
Liquor Stores													♦	♦		♦	♦									
Live/Work Unit (12)													X	X	X											
Locksmith Shops													X	X	X	X	X	X				X	X	X	X	
Lodge Halls and Similar Facilities													♦	♦	♦	♦	♦		♦					♦	♦	
Lumberyards																	X					X				

MV00196625

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
Mail Order House																	X					X	X	X	X	
Manufacturing and Assembly																										
a. Custom and light manufacturing indoor uses only (50,000 square feet or less), with light truck traffic, on-site and wholesaling of goods produced																						X	X	X	X	
b. Custom and light manufacturing indoor uses only (more than 50,000 square feet), with light truck traffic, on-site and wholesaling of goods produced																						X	X			
c. General manufacturing with frequent truck traffic and/or outdoor equipment or storage																						X	X			
d. Retail sales of goods produced or warehoused on-site[3]																						X	X	X	X	
Medical Clinics/Medical Care																										
Inpatient care													X	X	X	X	X		X	X		X	X	X	X	
Urgent care													X	X	X	X	X		X	X						
Medical device services															X	X	X		X							

MV00196626

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
and sales (retail), including, but not limited to, fittings for and sale of prosthetic and orthotic devices																										
Medical equipment supply, including retail sales for in-home medical care, such as wheelchairs, walkers, and respiratory equipment															X	X	X		X							
Mobile Home Parks	C	C	C	C	C	C	C	C	C	C	C	C														
Mobile Home Sales or Rentals (outdoor display)																	C									
Mortuaries																										
With cremation services																							X	X		
No cremation services			C	C	C	C	C	C	C	C	C	C			♦	♦	♦						X	X		
Museums	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Newspaper and Printing Shops													X	X	X	X	X					X	X	X	X	
Nursery, (Plant), Wholesale and Distribution	X	X	X	X																		X	X			X
Offices (administrative and professional)													X	X	X	X	X	X	X	X			X	X	X	
Open Air Theaters															C						C					C
Orphanages	C	C	C	C	C	C	C	C	C	C	C	C														
Painting Contractor																						X	X			

-580-
MV00196627

Permitted Uses Table 9.02.020-1

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
Parcel Delivery Terminals																						X	X	X	X	
Parking Lot															C	C	X	X	C					X		
Parks and Recreation Facilities (public)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Personal Services (e.g., nail salons, massage establishment, barber and beauty shops, and tattoo parlors)													X	X	X	X	X	X	X						X	
Pharmacy[4]													X	X	X	X	X	X	X						X	
Photo Studios													X	X	X	X	X	X	X						X	
Plumbing Shops																	X								X	
Plumbing Supply Stores for Contractors																							X	X	X	
Pool Hall														♦		♦	♦									
Postal Services													X	X	X	X	X	X	X				X	X	X	
Pottery Sales with Outdoor Sales													X	X	X	X	X	X				X			X	
Public Administration, Buildings and Civic Centers													X	X	X	X	X	X	X	X	X	X	X	X	X	
Public Utility Stations, Yards, Wells and Similar Facilities, Excluding Offices	C	C	C	C	C	C	C	C	C	C	C	C	♦	♦	♦	♦	♦	♦	♦	♦	♦	X	X	♦	♦	C
Racetracks																	C				C					
Record Store													X	X	X	X	X	X								
Recording Studio													X	X	X	X	X	X	X	X		X	X	X	X	
Recreational Facilities	C	C	C	C	C	C	C	C	C	C	C	C	♦	♦	♦	♦	♦	♦								

MV00196628

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
(Private) such as Tennis Club, Polo Club, with Limited Associated Incidental Uses																										
Recycling, Large Collection Facility[5]																	♦					X	X			
Recycling, Small Collection Facility													X	X	X	X	X	X								
Recycling Processing Centers																						X	X	X	X	
Refreshment Stands													X	X	X	X	X	X	X	X	X	X	X	X	X	
Rental Service																										
Within an enclosed structure (furniture, office, party supplies)													X	X	X	X	X	X				X	X	X	X	
With outdoor storage and display (vehicles, equipment, etc.)																♦	♦					X	X			
Research and Development													X	X	X				X	X		X	X	X	X	
Residential																										
Single-Family	X	X	X	X	X	X	X	X																		
Multiple-Family									X	X	X	X	X	X	X											
Manufactured home park (see mobile home parks)																										
Residential Care Facility (for seven or more persons)	C	C	C	C	C	C	C	C	C	C	C	C	C	C	X											

MV00196629

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
Restaurants (Eating and Drinking Establishments)																										
With entertainment													C	C	C		♦									
Without entertainment													X	X	X	X	X	X	X						X	
With alcoholic beverage sales													X	X	X	X	X	X	X						X	
With outdoor seating[13]													X	X	X	X	X	X	X						X	
Restaurants (fast-food)																										
With drive-through																♦	♦								♦	
Without drive-through													X	X	X	X	X								X	
Retails Sales													X	X	X	X	X									
Support Retail Sales													X	X	X				X							
Sandwich Shops[6]													X	X	X	X	X	X	X	X[6]						
Schools, Private	C	C	C	C	C	C	C	C	C	C	C	C	♦	♦	♦	♦	♦		♦	♦				♦	♦	
Senior Housing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X				X	X						
Shoe Shine Stands													X	X	X	X	X		X	X				X	X	
Shoe Repair Shop													X	X	X	X	X	X								
Sign Shop													X	X	X	X	X	X				X	X	X	X	
Skating Rinks														X			X									
Stationery Stores													X	X	X	X	X	X	X					X	X	
Statue Shop -Outdoor display																	♦					X	X			
Storage Lots and Mini-Warehouses																										
Indoor																	C					X				
Outdoor																	C					X				
Swim Schools/Center with Incidental Commercial Uses	C	C	C	C	C	C	C	C	C	C	C	C					X									

MV00196630

Permitted Uses Table 9.02.020-1

X - Indicates stated use is permitted subject to district requirements.
C - Indicates stated use is allowed with a conditional use permit.
♦ - Indicates a use is permitted unless the use is located three hundred (300) feet or less from a residential zone or use, in which case the use is allowed with a conditional use permit. However, the expansion of an existing general manufacturing use is allowed without a conditional use permit regardless of its distance from residential zones or residential uses.
A - Indicates a use is permitted with an adult business use permit, providing the requirements of Section 9.09.030 of this title are met.

	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
Taxidermist																	X					X	X			
Theaters (excludes open air)													X	X	X	X	X	X								
Tire Recapping																						X				
Trade and Vocational Schools													X	X	X		X		X	X			X	X	X	
Transfer, Moving and Storage Facilities																						X	X			
Truck Wash																						X	X			
Upholstery Shops																	X					X	X		X	
Vehicle Storage Yards																										
Indoor																	X					X	X			
Outdoor																	C					X	X			
Vending Machine Service and Repair																						X	X	X	X	
Veterinarian (including animal hospital)																										
All activities within an enclosed structure													X	X	X	X	X							X	X	
With outdoor activities																	♦							♦	♦	
Weight Reduction Center													X	X	X	X	X	X	X							
Wholesale, Storage, and Distribution																										
All activities indoors (50,000 square feet or less)																						X	X	X	X	
All activities indoors (more than 50,000 square feet)																						X	X			

MV00196631

Permitted Uses Table 9.02.020-1

X - Indicates stated use is permitted subject to district requirements.
C - Indicates stated use is allowed with a conditional use permit.
♦ - Indicates a use is permitted unless the use is located three hundred (300) feet or less from a residential zone or use, in which case the use is allowed with a conditional use permit. However, the expansion of an existing general manufacturing use is allowed without a conditional use permit regardless of its distance from residential zones or residential uses.
A - Indicates a use is permitted with an adult business use permit, providing the requirements of Section 9.09.030 of this title are met.

	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
All activities outdoors																						X				
Retail sale of goods warehoused on-site[7]																						X	X	X		
Wrecking Yard																						♦				

Notes:
(1) Do not consider residential use per distance requirement.
(2) The administrative plot plan process may be used to establish these uses in an existing building within any commercial or industrial zone, even if the project is located adjacent to residential uses or zones.
(3) Retail is limited to fifteen (15) percent of gross floor area (see Section 9.05.040 of this title).
(4) Permitted in the OC and VOR districts only as a support medical office facility.
(5) Large collection facilities may be established within an existing building through the “tenant improvement” process if such building or tenant space occupied by the use is not located adjacent to a residential use or zone.
(6) Sandwich shops shall not have cooking hoods, nor shall they exceed five percent of the gross floor area of the complex where they are located.
(7) Retail is limited to fifteen (15) percent of gross floor area (see Section 9.05.040 of this title).
(8) In the MUI district, mixed use (commercial uses on first floor with office uses or residential uses on upper floors) are (a) required to on lots at street intersections and within 300 feet in any direction from a street intersection, as measured from the corner formed by the lot’s property lines, and (b) are allowed, but not required on the other lots.
(9) In the MUC and MUN districts, mixed use (commercial uses on first floor with office uses or residential uses on upper floors) are (a) required to on lots at street intersections and within 150 feet in any direction from a street intersection, as measured from the corner formed by the lot’s property lines, and (b) are allowed, but not required on the other lots.
(10) See Section 9.07.40 (Medical Use Overlay District)
(11) See Section 9.09.260 (Mixed Use Development)
(12) See Section 9.09.250 (Live-Work Development)
(13) See Section 9.09.270 (Outdoor Dining)

MV00196632

Permitted Uses Table 9.02.020-1

X - Indicates stated use is permitted subject to district requirements.
C - Indicates stated use is allowed with a conditional use permit.
♦ - Indicates a use is permitted unless the use is located three hundred (300) feet or less from a residential zone or use, in which case the use is allowed with a conditional use permit. However, the expansion of an existing general manufacturing use is allowed without a conditional use permit regardless of its distance from residential zones or residential uses.
A - Indicates a use is permitted with an adult business use permit, providing the requirements of Section 9.09.030 of this title are met.

	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS

Zoning District Key

HR	Hillside Residential District	**MU**	**Mixed Use Overlay District**
RR	Rural Residential District	NC	Neighborhood Commercial District
R1	Residential 1 District (40,000 square feet minimum lot size)	CC	Community Commercial District
RA2	Residential Agriculture 2 (20,000 square feet minimum lot size)	VC	Village Commercial District
R2	Residential 2 District (20,000 square feet minimum lot size)	OC	Office Commercial District
R3	Residential 3 District (10,000 square feet minimum lot size)	O	Office District
R5	Residential 5 District (7,200 square feet minimum lot size)	P	Public District
RS10	Residential Single-Family 10 District (4,500 square feet minimum lot size)	I	Industrial District
R10	Residential 10 District (Up to 10 Dwelling Units per net acre)	LI	Light Industrial
R15	Residential 15 District (Up to 15 Dwelling Units per net acre)	BP	Business Park District
R20	Residential 20 District (Up to 20 Dwelling Units per net acre)	BPX	Business Park-Mixed Use District
R30	**Residential 30 District (Up to 30 Dwelling Units per net acre)**	OS	Open Space District

ORDINANCE NO. 865

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA11-0029 (CHANGE OF ZONE) TO CHANGE THE LAND USE DISTRICT FOR APPROXIMATELY 146.19 ACRES TO RESIDENTIAL 30 (R30) AND APPROXIMATELY 10.46 ACRES TO OPEN SPACE (OS) AND PA12-0047 (CHANGE OF ZONE) TO CHANGE THE LAND USE DISTRICT OF APPROXIMATELY 21.47 ACRES TO COMMUNITY COMMERCIAL (CC).

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1.

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 Pages 82, 99 and 140 of the City of Moreno Valley Official Zoning Atlas shall be modified to reflect the Zone Changes (PA11-0029 and PA12-0047).

1.4. An environmental assessment, including an initial study, has been prepared to address the environmental impacts associated with applications PA11-0029 and PA12-0047 described above and environmental determinations have been adopted pursuant to the California Environmental Quality Act (CEQA).

SECTION 2: FINDINGS

2.1 With respect to the proposed change to pages 82, 99 and 140 of the City of Moreno Valley Official Zoning Atlas, and based upon substantial evidence presented to the City Council during the public hearing on April 23, 2013, including written and oral staff reports, and the record from the public hearing, the City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.

FACT: The proposed Change of Zone is consistent with, and do not conflict with the goals, objectives, policies, and programs established within the General Plan or any specific plan. California State law (Government Code Section 65580-65589.8) requires that cities provide an inventory of land suitable for residential development. Section 65583.2(B)(e) requires that jurisdictions with a population greater than

100,000 must have sites allowing at least 30 unit per acre. The City of Moreno Valley's current population is approximately 193,365 thus requiring the City to provide high density housing opportunities at the 30 unit per acre. PA11-0029 (Change of Zone) will change the land use designation for the four areas totaling approximately 146.19 acres to Residential 30 (R30) and approximately 10.46 acres to Open Space (OS).

PA12-0047 (Change of Zone) will change the zoning designation of Assessor's Parcel Number (APN) 485-220-041, which is located at the southwest corner of Gentian Avenue and Perris Boulevard. The 21.47 acre parcel's land use is currently Residential 5 (R5) and the proposed change is to Community Commercial (CC).

The parcels directly to the west and southwest are part of the request for both land use and rezoning to Residential 30 (R30). The parcels directly south are currently Community Commercial and included an approved shopping center (PA06-0123), Home Depot and a Farmer Boys restaurant.

There is no development application associated with the proposed zone change. The proposed zoning would permit development of a commercial shopping center, which would support the neighboring proposed high density housing.

Changing the zoning of 21.47 acres to commercial uses along Perris Boulevard consistent the goals of the Alessandro Boulevard Corridor Plan though was not an original part of the vision plan. Perris Boulevard is a similar to Alessandro Boulevard as an important regional transportation link for Moreno Valley. Perris Boulevard is ideal to provide a mix of retail and multiple density housing opportunities to promote pedestrian-oriented development. The land use change to Commercial is also consistent with the General Plan and would not be in conflict with the goals, objectives, policies or programs of the General Plan.

2. Conformance with Specific Plan Policies – The proposed use is consistent with any applicable Specific Plan.

FACT: The project site is not within a specific plan area.

3. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

FACT: The proposed Change of Zones will not adversely affect the public health, safety or general welfare. An environmental assessment, including an initial study, has been prepared to address the environmental impacts associated with applications PA11-0029 and PA12-0047 described above

and environmental determinations have been adopted pursuant to the California Environmental Quality Act (CEQA).

4. Conformance with Title 9 – The proposed amendment to change the zoning atlas is consistent with the purposes and intent of Title 9.

FACT: The Change of Zone is compatible with the purpose and intent of Title 9. As such, it furthers the specific purpose and intent of Title 9 to "implement the goals, objectives, policies and programs of the Moreno Valley General Plan and manage future growth and change in accordance with that plan."

SECTION 3: ZONE CHANGE

3.1 Based on the findings contained in Section 2 of this Ordinance, the City Council hereby adopts the Change of Zones (PA11-0029 and PA12-0047) to change to the zoning districts listed in the tables below and subject to the revised zoning designations depicted in the attached Exhibit A and B.

PA11-0029 (Change of Zone) will change the land use designation for the four areas totaling approximately 146.19 acres to Residential 30 (R30) and approximately 10.46 acres to Open Space (OS). The Assessor's Parcel Numbers of the parcels affected by this Change of Zone are as followed:

Area #1 (Day/Alessandro) – Change of Zone		
APN	Current Zoning	Proposed Zoning
291191004	CC	R30
291191007	CC	R30
291191008	R15 & CC	R30
291191009	R15 & CC	R30
291191010	R15	R30
291191011	CC	R30
291191012	R15	R30
291191013	R15	R30
291191025	CC	R30
291191026	CC	R30
291191027	R15	R30
291191028	R15	R30
291191029	CC	R30

Area #2 (Elsworth/Alessandro) – Change of Zone		
APN	Current Zoning	Proposed Zoning
291200023	CC	R30
291200024	R15	R30

291200025	CC	R30
291200027	CC	R30
291200030	CC	R30
291200038	CC	R30
291200039	CC	R30
291200040	CC	R30
291264001	CC	R30
291264002	CC	R30
291264003	CC	R30
291264004	CC	R30
291264005	CC	R30
291264006	CC	R30
291264007	CC	R30
291264008	CC	R30
291264009	CC	R30
291264011	CC	R30
291264012	CC	R30
291273001	CC	R30
291273004	CC	R30
291273005	CC	R30
291273007	CC	R30
291273008	CC	R30

Area #3 (Morrison/Alessandro) – Change of Zone		
APN	Current Zoning	Proposed Zoning
486270001	OC	R30
486270002	OC	R30
486270003	OC	R30
486270004	OC	R30
486270008	OC	R30
486270017	OC	R30
486280043	R15	R30 (approx.17 acres)
486280043	R15	OS (approx.10.4 acres)
486280002	R15	R30
486280004	R15	R30
486280005	R15	R30
486280006	R15	R30
486280007	R15	R30
486280008	R15	R30
486280010	R15	R30
486280011	R15	R30
486280012	R15	R30
486280013	R15	R30

Area #4 (Perris/Iris) – Change of Zone		
APN	Current Zoning	Proposed Zoning
485220006	R15	R30
485220007	R15	R30
485220008	R15	R30
485220009	R15	R30
485220015	R15	R30
485220016	R15	R30
485220017	R15	R30
485220040	R5	R30

PA12-0047 (Change of Zone) will change the zoning designation of Assessor's Parcel Number (APN) 485-220-041, which is located at the southwest corner of Gentian Avenue and Perris Boulevard. The 21.47 acre parcel's land use is currently Residential 5 (R5) and the proposed change is to Community Commercial (CC).

Area #5 (Perris/Gentian) – Change of Zone		
485220041	R5	CC

SECTION 4: EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5: NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6: EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 14th day of May, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 865 had its first reading on April 23, 2013 and had its second reading on May 14, 2013, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 14th day of May, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00196641

Exhibit A

Item No. E.2

ibit:

E

Status: DRAFT

Map\Planning\
Plans0213\Exhibit
xhibit1.mxd
te: March 5, 2013

CITY OF MORENO VALLEY

RESIDENTIAL 30 (R30) REZONING

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Map Produced by Moreno Valley Geographic Information System

Map Legend

Area #1 Parcels

Moreno Valley

8

Ordinance No. 865

Date Adopted: May 14, 2013

Location Map

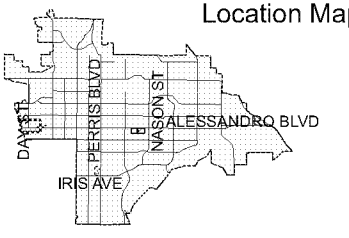

MV00196642

Exhibit:

E

Map Status: DRAFT

G:\ArcMap\Planning\CorridorPlans0213\Exhibit Maps\Exhibit2.mxd
Print Date: March 5, 2013

CITY OF MORENO VALLEY
RESIDENTIAL 30 (R30) REZONING

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Map Produced by Moreno Valley Geographic Information System

Map Legend

Area #2 Parcels

9

Ordinance No. 865
Date Adopted: May 14, 2013

Location Map

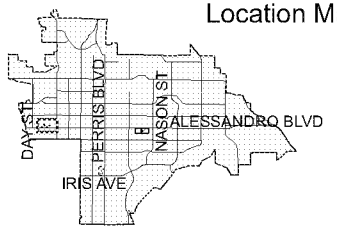

MV00196643

Item No. E.2

MV00196644

Exhibit:

E

Status: DRAFT

Map\Planning\
Plans0213\Exhibit
xhibit3.mxd
te: March 20, 2013

CITY OF MORENO VALLEY
RESIDENTIAL 30 (R30) REZONING

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Map Produced by Moreno Valley Geographic Information System

Map Legend

- Area #3 Parcels
- Open Space

10

Ordinance No. 865

Date Adopted: May 14, 2013

Location Map

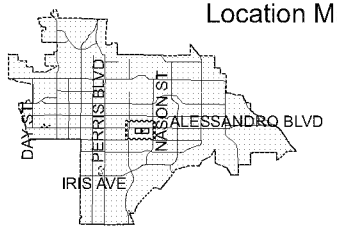

Exhibit:

E

Map Status: DRAFT

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Print Date: March 5, 2013

CITY OF MORENO VALLEY
RESIDENTIAL 30 (R30) REZONING

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Map Produced by Moreno Valley Geographic Information System

Map Legend

Area #4 Parcels 11

Ordinance No. 865
Date Adopted: May 14, 2013

Location Map

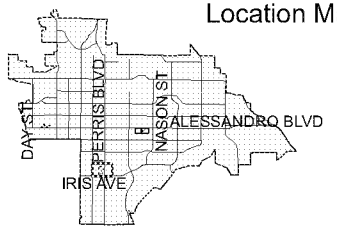

MV00196645

Exhibit B

-599-

Item No. E.2

ibit:

E

Status: DRAFT

Map\Planning\
Plans0213\Exhibit
xhibit5.mxd
te: March 5, 2013

CITY OF MORENO VALLEY
COMMERCIAL (CC) REZONING

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Map Produced by Moreno Valley Geographic Information System

Map Legend

Area #5 Parcels

12

Ordinance No. 865

Date Adopted: May 14, 2013

Location Map

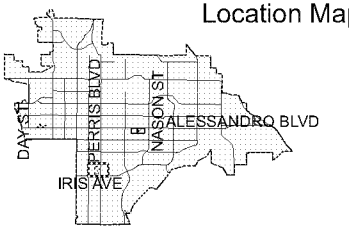

MV00196646

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MV00196647

NEGATIVE DECLARATION

PROJECT TITLE AND FILE NUMBER: PA11-0028 (General Plan Amendment), PA11-0029 (Change of Zone), PA11-0030 (Municipal Code Amendment), PA12-0046 (General Plan Amendment) and PA12-0047 (Change of Zone)

PROJECT APPLICANT: City of Moreno Valley (CEDD) **TELEPHONE NUMBER:** 951-413-3206

PROJECT LOCATION: The project area is located in the southern portion of the City of Moreno Valley in western Riverside County. The project area includes an approximately 5.5-mile stretch of Alessandro Boulevard from the Old 215 Frontage Road on the west to Nason Street on the east (Attachment #5). The project area has direct access to and from the I-215 Freeway at the Alessandro Boulevard interchange. An additional area funded locally includes R30 and Commercial zoning northeast of Perris Boulevard and Iris Avenue.

PROJECT DESCRIPTION: The City of Moreno Valley used grant funds rewarded by SCAG's Compass Blueprint for "Phase II of the implementation of the Alessandro Boulevard Corridor Demonstration Project" (The Alessandro Boulevard Corridor Vision Plan - Phase I was funded by SCAG's Compass Blueprint program in February 2010). Phase II includes rezoning areas along Alessandro Boulevard and northeast of Perris Boulevard and Iris Avenue to Residential 30 (R30), commercial rezoning of a parcel at the southwest corner of Perris Boulevard and Gentian Avenue and the creation an overlay district, including parcels along Alessandro Boulevard that were identified suitable for inclusion in the Mixed Use Overlay Districts in Phase I's Vision Plan.

FINDING

The City of Moreno Valley has reviewed the above project in accordance with the City of Moreno Valley's Guidelines for the Implementation of the California Environmental Quality Act, and has determined that an Environmental Impact Report need not be prepared because:

[ ] The proposed project will not have a significant effect on the environment.

[X] Although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because mitigation measures described in the attached Initial Study and hereby made a part of this Negative Declaration have been added to the project.

This determination is based upon an Initial Study. The project file, including the Initial Study and related documents is available for review during normal business hours (7:30 a.m. to 5:30 p.m. Monday through Thursday) at the City of Moreno Valley, Community & Economic Development Department, Planning Division, 14177 Frederick Street, Moreno Valley, California 92553, Telephone (951) 413-3206.

PREPARED BY: DATE: 3/6/13
Claudia Manrique

NOTICE

The public is invited to comment on the Negative Declaration. The appropriateness and adoption of the Negative Declaration is considered at the time of project approval in light of comments received.

DATE ADOPTED: _____ BY:

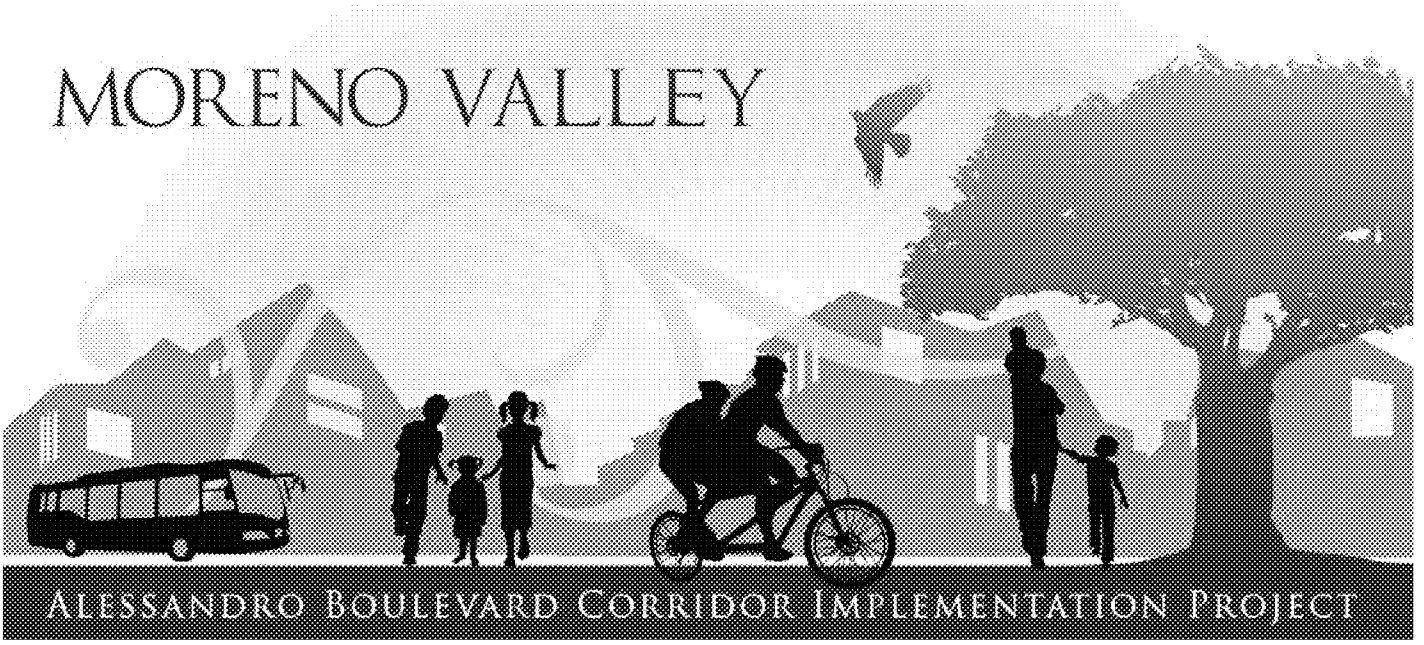

Draft
Initial Study and
Mitigated Negative Declaration

LEAD AGENCY:

City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552
Contact: Mr. John Terell,, AICP
951.413.3206

PREPARED BY:

RBF Consulting
14725 Alton Parkway
Irvine, California 92618
Contact: Ms. Collette Morse, AICP
949.472.3505

March 7, 2013

JN 10-107939 (133624)

This is a project of the City of Moreno Valley with funding provided by the Southern California Association of Governments' (SCAG) Compass Blueprint Program. Compass Blueprint assists Southern California cities and other organizations in evaluating planning options and stimulating development consistent with the region's goals. Compass Blueprint tools support visioning efforts, infill analyses, economic and policy analyses, and marketing and communication programs. The preparation of this report was funded in part through grant(s) from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) through the United States Department of Transportation (DOT) in accordance with the Metropolitan Planning Program as set forth in Section 104(f) of Title 23 of the U.S. Code. Additional funding was provided through a Blueprint Planning grant from the California Department of Transportation (Caltrans).

The contents of this report reflect the views of the author who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of SCAG, DOT or the State of California. This report does not constitute a standard, specification or regulation. SCAG shall not be responsible for the City's future use or adaptation of the report.

COMPASS BLUEPRINT
building partnerships, serving communities.

SOUTHERN CALIFORNIA
ASSOCIATION of GOVERNMENTS

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ACRONYMS

AB	Assembly Bill
ACM	asbestos containing material
af	acre feet
APN	Assessor's Parcel Number
AQMP	Air Quality Management Plan
BMPs	Best Management Practices
°C	Degrees Celsius
CARB	California Air Resources Board
CBC	California Building Code
CBMWD	Central Basin Municipal Water District
CCR	California Code of Regulations
CEQA	California Environmental Quality Act
cfs	cubic feet per second
CH_4	Methane
CMP	Congestion Management Plan
CNEL	Community Noise Equivalent Level
CO	carbon monoxide
CO_2	carbon dioxide
CO_2eq	carbon dioxide equivalent
CUPA	Certified Unified Program Agency
dB	decibel scale
dBA	A-weighted decibel
EIR	Environmental Impact Report
EMP	Emergency Management Plan
EPA	Environmental Protection Agency
ESA	Environmental Site Assessment
°F	Degrees Fahrenheit
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
GHG	global greenhouse gas
HCM	Highway Capacity Manual
HVAC	Heating Ventilation and Air Conditioning
ICU	Intersection Capacity Utilization
IPCC	Intergovernmental Panel on Climate Change
IS/MND	Initial Study/Mitigated Negative Declaration
JOA	Joint Outfall Agreement
JOD	Joint Outfall Districts
JOS	Joint Outfall System
LACDPW	Los Angeles County Department of Public Works
LACFD	Los Angeles County Fire Department
LBP	lead based paint

ACRONYMS

L_{dn}	Day-Night Sound Level
L_{eq}	equivalent sound level
LOS	level of service
mgd	million gallons per day
MMT	million metric tons
MT	metric tons
$MTCO_2eq$	metric tons of CO_2 equivalent
MWD	Metropolitan Water District
N/A	not applicable
NAHC	Native American Heritage Commission
N_2O	nitrous oxides
NESHAP	National Emission Standards for Hazardous Air Pollutants
NO_X	nitrogen oxides
NOI	Notice of Intent
NOP	Notice of Preparation
NOT	Notice of Termination
NPDES	National Pollutant Discharge Elimination System
O_3	ozone
OPR	Office of Planning and Research
Pb	lead
PCE	passenger car equivalent
$PM_{2.5}$	particulate matter up to 2.5 microns in diameter
PM_{10}	particulate matter up to 10 microns in diameter
PPM	parts per million
PPV	peak particle velocity
RCP	reinforced concrete pipe
RCPG	Regional Comprehensive Plan and Guide
RECs	Recognized Environmental Conditions
ROG	Reactive Organic Gas
RTP	Regional Transportation Plan
RWQCB	Regional Water Quality Control Boards
SB	Senate Bill
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SO_X	sulfur oxides
SRA	Source Receptor Area
SUSMP	Standard Urban Stormwater Mitigation Plan
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TMP	Traffic Management Plan
tsf	total square feet
USDOT	United States Department of Transportation

ACRONYMS

USPS	United States Postal Service
UST	underground storage tank
UWMP	Urban Water Management Plan
V/C	Volume/Capacity
VdB	velocity in decibels
VOCs	volatile organic compounds

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TECHNICAL APPENDICES ON CD

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1.0 INTRODUCTION

The proposed Alessandro Boulevard Corridor Implementation Project (herein referenced as the "project") is a City-initiated project to: 1) create the Mixed Use Overlay Districts to implement the Vision Plan for Alessandro Boulevard Corridor, 2) increase the maximum permitted density to 30 dwelling units per acre in specified areas of the City, and , and 3) amend the general plan and zoning for approximately 21.74 acres of R-5 to Community Commercial. The proposed changes affect approximately 315 acres along, adjacent to, or in close proximity to Alessandro Boulevard. The project involves an amendment to the General Plan Land Use Map, as well as an amendment to the Moreno Valley Zoning Code and Zoning Map. Following a preliminary review of the proposed project, the City of Moreno Valley has determined that it is subject to the guidelines and regulations of the California Environmental Quality Act (CEQA). This Initial Study addresses the direct, indirect, and cumulative environmental effects of the project, as proposed.

1.1 STATUTORY AUTHORITY AND REQUIREMENTS

In accordance with the *California Code of Regulations* (*CCR*) Sections 15051 and 15367, the City of Moreno Valley (City) is identified as the Lead Agency for the proposed project. Under the *California Environmental Quality Act* (*CEQA*) (*Public Resources Code* Section 21000-21177) and pursuant to *CCR* Section 15063, the City is required to undertake the preparation of an Initial Study to determine if the proposed project would have a significant environmental impact. If, as a result of the Initial Study, the Lead Agency finds that there is evidence that any aspect of the project may cause a significant environmental effect, the Lead Agency shall further find that an Environmental Impact Report (EIR) is warranted to analyze project-related and cumulative environmental impacts. Alternatively, if the Lead Agency finds that there is no evidence that the project, either as proposed or as modified to include the mitigation measures identified in the Initial Study, may cause a significant effect on the environment, the Lead Agency shall find that the proposed project would not have a significant effect on the environment and shall prepare a Negative Declaration. Such determination can be made only if "there is no substantial evidence in light of the whole record before the Lead Agency" that such impacts may occur (*Public Resources Code* Section 21080(c)).

The environmental documentation, which is ultimately selected by the City in accordance with *CEQA*, is intended as an informational document undertaken to provide an environmental basis for subsequent discretionary actions upon the project. The resulting documentation is not, however, a policy document and its approval and/or certification neither presupposes nor mandates any actions on the part of those agencies from whom permits and other discretionary approvals would be required.

The environmental documentation and supporting analysis is subject to a public review period. During this review, public agency comments on the document relative to environmental issues should be addressed to the City of Moreno Valley. Following review of any comments received, the City will consider these comments as a part of the project's environmental review and include them with the Initial Study documentation for consideration by the City.

1.2 PURPOSE

The purpose of the Initial Study is to: (1) identify environmental impacts; (2) provide the lead agency with information to use as the basis for deciding whether to prepare an EIR or a negative declaration; (3) enable an applicant or lead agency to modify a project, mitigating adverse impacts before an EIR is required to be prepared; (4) facilitate environmental assessment early in the design of the project; (5) document the factual basis of the finding in a negative declaration that a project would not have a significant environmental effect; (6) eliminate needless EIRs; (7) determine whether a previously prepared EIR could be used for the project; and (8) assist in the preparation of an EIR, if required, by focusing the EIR on the effects determined to be significant, identifying the effects determined not to be significant, and explaining the reasons for determining that potentially significant effects would not be significant.

CEQA Guidelines Section 15063 identifies specific disclosure requirements for inclusion in an Initial Study. Pursuant to those requirements, an Initial Study shall include:

- A description of the project, including the location of the project;
- Identification of the environmental setting;
- Identification of environmental effects by use of a checklist, matrix, or other method, provided that entries on a checklist or other form are briefly explained to indicate that there is some evidence to support the entries;
- Discussion of ways to mitigate significant effects identified, if any;
- Examination of whether the project is compatible with existing zoning, plans, and other applicable land use controls; and
- The name(s) of the person(s) who prepared or participated in the preparation of the Initial Study.

1.3 CONSULTATION

As soon as the Lead Agency (in this case, the City of Moreno Valley) has determined that an Initial Study would be required for the project, the Lead Agency is directed to consult informally with all Responsible Agencies and Trustee Agencies that are responsible for resources affected by the project, in order to obtain the recommendations of those agencies as to whether an EIR or Negative Declaration should be prepared for the project. Following receipt of any written comments from those agencies, the Lead Agency considers any recommendations of those agencies in the formulation of the preliminary findings. Following completion of this Initial Study, the Lead Agency initiates formal consultation with these and other governmental agencies as required under CEQA and its implementing guidelines.

1.4 INCORPORATION BY REFERENCE

The following documents were utilized during preparation of this Initial Study, and are incorporated into this document by reference. These documents are available for review at the City of Moreno Valley located at 14177 Frederick Street, Moreno Valley, California 92552.

City of Moreno Valley General Plan (adopted July 11, 2006). The *City of Moreno Valley General Plan* (*General Plan*) is a comprehensive long-term strategy for the physical development of the City. The *General Plan* determines how land may be used and the infrastructure and public services that are needed or desired by the community. The *General Plan* provides a framework for decision making related to planning and long term development in the local and regional context. The *General Plan* includes the following elements:

- Community Development
- Economic Development
- Parks, Recreation and Open Spaces
- Circulation
- Safety
- Conservation
- Housing

City of Moreno Valley Housing Element 2008-2014 (adopted February 22, 2011). On February 22, 2011, the Moreno Valley City Council approved the 2008-2014 Housing Element to the *General Plan*, in compliance with State law. The Housing Element was certified by the California Department of Housing and Community Development (HCD), and was found to be in full compliance with State housing element law on October 13, 2010.

The 2008-2014 Housing Element consists of a series of ongoing and new programs that implement the City's housing element goals, which are classified into five areas of focus:

- Preservation and revitalization of existing neighborhoods.
- Creation of housing opportunities for special needs populations.
- Creation of rental housing for low and very low income households.
- Creation of housing opportunities for low and moderate income first time home buyers.
- Increase of energy conservation measures.

The 2008—2014 Housing Element identifies that the City will accommodate a portion of its regional housing need (1,945 units affordable to lower-income households) by proposing to rezone 142 acres of vacant and underutilized sites to R-30 with a minimum density of 24 units per acre. The sites proposed for the rezone are identified in Attachment 4 of the Element, and are referred to as Calculations 3, 4, and 5. These calculation areas are also shown in Attachment 1 of the Element.

City of Moreno Valley General Plan Final Environmental Impact Report (SCH# 20091075) (certified July 11, 2006). The *City of Moreno Valley General Plan Final Environmental Impact Report* (*General Plan EIR*) reviews the existing conditions of the City, analyzes potential environmental impacts from implementation of the *General Plan*, identifies objectives, policies and programs from the proposed *General Plan* that serve to reduce and minimize impacts, and identifies additional mitigation measures, if necessary, to reduce potentially significant impacts of the *General Plan*. The project included a comprehensive update of the *General Plan*, and reviewed three potential land use policy map alternatives: 1) Existing General Plan, 2) Alternative 2, and 3) Alternative 3. Alternative 2 was the land use policy map adopted by the City Council, and includes the following:

- 62,922 single-family detached residential units
- 20,402 multi-family attached residential units
- 21,908,000 square feet of commercial
- 19,878,000 square feet of professional office
- 9,241,500 square feet of public
- 46,408,000 square feet of business park/industrial

Collectively, this totals 83,224 dwelling units and 97,409,000 square feet of non-residential floor area by 2030. This represents an increase of 41,179 dwelling units (25,706 single-family detached and 15,473 multi-family attached) and 76,615,000 square feet of non-residential floor area over existing conditions. The *General Plan EIR*, a Program EIR, evaluated the impacts of implementing the *General Plan*, the consideration of broad policy alternatives, and program-wide mitigation measures. The Program EIR also determined when subsequent environmental review would be needed for a specific development proposal that is consistent with the *General Plan*.

The *General Plan EIR* reviewed all topic areas identified in the CEQA Guidelines Appendix G, Environmental Checklist Form: Aesthetics; Agriculture Resources; Air Quality; Biological Resources; Cultural Resources; Geology/Soils; Hazards & Hazardous Materials; Hydrology/Water Quality; Land Use/Planning; Mineral Resources; Noise; Population/Housing; Public Services; Recreation; Transportation/Traffic; and Utilities/Service Systems.

Significant Unavoidable Impacts

The *General Plan EIR* concluded that implementation of the *General Plan* will result in significant project-level and cumulative impacts to traffic/circulation, air quality, and agricultural resources which cannot be fully mitigated. The City Council adopted a Statement of Overriding Considerations for these impacts on July 11, 2006.

Traffic/Circulation

Buildout of the City under Land Use Alternative 2 would result in an average of 2,628,197 daily trips. As shown in *General Plan EIR* Table 5.2.7, a total of 34 roadway segments would have projected V/C ratios indicating they are near to their daily traffic capacities. *General Plan EIR* Table 5.2-8 identifies those roadway segments where the

projected traffic volume exceeds roadway design capacity; 26 roadway segments have V/C ratios that are projected to exceed their daily traffic capacity. The 26 roadway segments are:

1. Alessandro Boulevard from Old 215 Frontage Road to Day Street
2. Cactus Avenue from Graham Street to Heacock Street
3. Cactus Avenue from Old 215 Frontage Road to Elsworth Street
4. Day Street from Ironwood Avenue to SR-60
5. Day Street from SR-60 to Eucalyptus Avenue
6. Eucalyptus Avenue from Graham Street to Heacock Street
7. Eucalyptus Avenue from Old 215 Frontage Road to Day Street
8. Frederick Street from SR-60 to Sunnymead Boulevard
9. Frederick Street from Sunnymead Boulevard to Towngate Boulevard
10. Gilman Springs Road from SR-60 to Spine Road
11. Heacock Avenue from Cottonwood to Alessandro Boulevard
12. Heacock Street from Alessandro Boulevard to Cactus Avenue
13. Heacock Street from Cactus Avenue to John F. Kennedy Drive
14. Heacock Street from Ironwood Avenue to SR-60
15. Heacock Street from Manzanita Avenue to Ironwood Avenue
16. Heacock Street from SR-60 to Sunnymead Boulevard
17. Heacock Street from Sunnymead Boulevard to Eucalyptus Avenue
18. Indian Street from Mariposa Avenue to Nandina Avenue
19. Indian Street from Sunnymead Boulevard to Fir Avenue
20. Kitching Street from Iris Avenue to Krameria Avenue
21. Kitching Street from Krameria Avenue to Mariposa Avenue
22. Perris Boulevard from Elder Avenue to Sunnymead Boulevard
23. Perris Boulevard from Nandina Avenue to Oleander Avenue
24. Perris Boulevard from Oleander Avenue to south of Oleander Avenue (this location is outside of the City Sphere of Influence)
25. Pigeon Pass Road from Ironwood Avenue to SR-60
26. Redlands Boulevard from north of Locust Avenue to Locust Avenue

Air Quality

Short-Term Construction Impacts

Future development in the planning area will generate construction impacts associated with the following construction activities: 1) construction equipment emissions; 2) emissions from workers' vehicles traveling to and from the construction sites; and 3) dust from grading and earth-moving operations. Construction related air quality impacts will occur periodically throughout implementation of the *General Plan*, regardless of which Land Use Alternative is selected. Construction activity will primarily generate PM_{10}, CO, and NO_X. In addition, reactive organic gases (ROGs) will be released during the use of architectural coatings, exterior paints and asphalt.

The three General Plan Land Use Alternatives identify future allowed land uses; however, no specific development is proposed. Construction emissions for specific development projects will vary depending on the size of the project, amount of grading required, type and quantity of construction equipment, building floor area or number of residential units to be constructed. As depicted in Table 5.2-6, the demolition, grading, and building construction activities of a typical development project allowed under the *General Plan* may result in an average of 18 pounds per day of PM_{10} emissions, 113 pounds per day of ROG emissions, 154 pounds per day of NO_X emission, and 141 pounds per day of CO emissions for one project. However, more than one project is likely to be under construction at one time. The South Coast Air Basin currently fails to meet state and federal air quality standards for four of the criteria pollutants including ozone, nitrogen dioxide, carbon monoxide, and fine particulate matter. Therefore, the addition of construction related emissions to the air basin could violate the existing federal, State, and local air quality standards

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for ozone, nitrogen dioxide, carbon monoxide, and fine particulate matter and contribute to an existing air quality violation. This is considered a significant impact.

The PM_{10} emissions associated with construction activities can be reduced by approximately 50 percent with implementation of the SCAQMD Rule 403 construction regulations. Also, implementation of the aforementioned new state and AQMD regulations on construction equipment, diesel fuels and diesel exhaust will substantially reduce short-term impacts on air quality. Implementation of Mitigation Measures AQ1, AQ2, and AQ3 will further reduce the construction related air quality impact; however, the impact associated with construction related emissions is anticipated to remain significant and unavoidable.

Long-Term Impacts

New development that would occur pursuant to any of the three General Plan Alternatives would impact regional air quality. The major sources of new air pollution would result from: 1) on-site emissions from the use of natural gas for space heating, cooking and water heating; 2) emissions from vehicles traveling to and from the planning area; 3) emissions from the combustion of fossil fuels at power plants to produce the electricity used within the planning area; and 4) stationary source emissions from industrial and commercial uses.

Table 5.3-8 depicts the estimated daily emissions associated with buildout of General Plan Alternative 2, which includes both stationary and mobile emissions. Table 5.3-8 also summarizes the difference between existing and Alternative 2 estimated daily emissions. The planning area is anticipated to generate over 52,535 pounds per day of PM_{10}, 26,776 pounds per day of ROG, 10,814 pounds per day of NO_X, and 107,699 pounds per day of CO. As depicted in Table 5.3-8, this is a decrease of approximately 1,805 pounds per day of ROG, 18,025 pounds per day of NO_X, and 150,932 pounds per day of CO.

The South Coast Air Basin currently fails to meet state and federal air quality standards for four of the criteria pollutants including ozone, nitrogen dioxide, carbon monoxide, and fine particulate matter. Although emission levels are anticipated to decrease for ROG, NO_X, and CO by the buildout of any of the three General Plan Alternatives due to stricter air quality standards and better technology, implementation of any of the three General Plan Alternatives could still significantly contribute to the existing air quality violations. As a result, implementation of the *General Plan* could violate the existing federal, State, and local air quality standard and conflict with the SCAQMD Air Quality Management Plan or SCAG Growth Management Plan. Implementation of Mitigation Measures AQ1 through AQ10 would reduce the air quality impacts; however, the long-term air quality impact is anticipated to remain significant and unavoidable due to cumulative effects in combination with air emissions within the South Coast Air Quality Basin.

Sensitive Receptors

Future development according to any of the three General Plan Alternatives has the potential to increase the exposure of sensitive receptors, including residents, in the planning area to increased air pollutant levels associated with carbon monoxide (CO). Section 5.2 Traffic/Circulation of the *General Plan EIR* provides an analysis of roadway and intersection operations for *General Plan* buildout. As depicted in Section 5.2, implementation of the proposed *General Plan* could result in several intersections operating at Level of Service (LOS) E or worse. These intersections would have the potential to create localized CO "hot spot" impacts. Typically, if a sensitive receptor is located within 500 feet of an intersection operating at LOS worse than E, a significant impact would occur. Therefore, implementation of the *General Plan* may result in a significant impact associated with sensitive receptors.

Concentrations of air pollutants such as carbon monoxide and particulates are much higher adjacent to freeways than the concentrations of pollutants in areas located far from freeways. The land use plan for Alternatives 1 and 3 would allow new residential development adjacent to State Route 60 (from Moreno Beach Drive east), while Alternative 2 would allow commercial, office and business park development adjacent to the freeway. Therefore, both Alternatives 1 and 3 would expose more sensitive receptors to air pollution from freeway traffic than would be the case under Alternative 2.

Implementation of Mitigation Measure AQ10 would reduce the impact; however, the impact associated with sensitive receptors would remain significant and unavoidable. Mitigation Measure AQ10 requires that studies shall be conducted on the identified street segments to determine if any additional traffic controls, pavement width or other operational system improvements are needed to achieve the desired level of service.

Agricultural Resources

Implementation of General Plan Alternatives 1, 2, or 3 will result in the eventual conversion of the majority of the agricultural uses within the planning area to urban uses. General Plan Land Use Alternatives 1, 2, and 3 contain policies to encourage the interim use of land for agricultural activities. However, even with these measures, there are existing pressures that would result in the conversion of agriculture within and adjacent to the planning area with or without implementation of any of the three proposed General Plan Alternatives. Therefore, a significant and unavoidable impact to agriculture as a result of the implementation of General Plan Land Use Alternatives 1, 2, or 3 will remain.

Less Than Significant or Not Significant Impacts

All other impacts in the *General Plan EIR* were concluded to be less than significant, both with or without mitigation, or not significant.

City of Moreno Valley Municipal Code. The *City of Moreno Valley Municipal Code* provides regulations for governmental operations, development, infrastructure, public safety, and business operations within the City. Title 9, Planning and Zoning, is intended to implement the goals, objectives, policies, and programs of the *General Plan* and manage future growth and change in accordance with the plan in order to protect the physical, social, and economic stability and vitality of land uses within the City. It is also intended to attain physical, social, and economic advantages resulting from comprehensive and orderly land use and resource planning while reducing or eliminating hazards to the public.

Initial Study/Environmental Assessment for City of Moreno Valley - Edgemont Water Master Plan Update (September 2009). The United States Environmental Protection Agency issued a Finding of No Significant Impact for the City of Moreno Valley – Edgemont Water Master Plan Update. The Environmental Assessment examines two alternatives to upgrade the water system in the Edgemont area. Alternative 1 consists of the construction of a new water reservoir tank that will serve as the water supply for the City. A new pipeline system will be constructed to supply the water to the Edgemont area. Alternative 2 uses the existing Western Municipal Water District system to supply water to the Edgemont Area. A pipeline system nearly identical to alternative 1 will be constructed under this alternative. The differences in the pipeline are minor and solely related to the connection point between the two alternatives. The EA did not identify any significant impacts to the environment that would result from the implementation of this project, and included a total of six mitigation measures (Aesthetics -1, Biological – 1, Cultural – 2, Geology – 1, Hazards – 1) to reduce significant impacts.

1.5 CEQA DOCUMENT TIERING

Both the *Public Resources Code* and the *CEQA Guidelines* discuss the use of "tiering" environmental impact reports by lead agencies. *Public Resources Code* Section 21068.5 defines "tiering" as:

> *"The coverage of general matters and environmental effects in an environmental impact report prepared for a policy, plan, program or ordinance followed by narrower or site-specific environmental impact reports which incorporate by reference the discussion in any prior environmental impact report and which concentrate on the environmental effects which: (a) are capable of being mitigated, or (b) were not analyzed as significant effects on the environment in the prior environmental impact report."*

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Tiering is a method to streamline EIR preparation by allowing a Lead Agency to focus on the issues that are ripe for decision and exclude from consideration issues already decided or not yet read for decisions (*CEQA Guidelines* Sections 15152 and 15385). The concept of tiering anticipates a multi-tiered approach to preparing EIRs. The first-tier EIR covers general issues in a broader program-oriented analysis, including important program resource and mitigation commitments required to be implemented at the project-level. Subsequent tiers incorporate by reference the general discussions from the broader document, concentrating on the issues specific to the proposed action being evaluated (*CEQA Guidelines* Section 15152).

First-tier documents are usually Program EIRs, Master EIRs, General Plan EIRs, Staged EIRs, Redevelopment Plan EIRs, or similar EIRs. Second-tier documents are typically Project EIRs, Focused EIRs, and Mitigated Negative Declarations that evaluate the impacts of a single activity undertaken to implement the plan, program, or policy.

When an EIR has been prepared and certified for a program or plan consistent with *CEQA's* tiering requirements, a Lead Agency for a later project pursuant to or consistent with the program or plan should limit the EIR on the later project to effects that were not examined as significant effects on the environment in the prior EIR. In those situations where a programmatic document does not specifically address and analyze the impacts and mitigation measures necessary for a project-level action, the project-level environmental review can be streamlined by tiering from the program-level documents. Agencies are encouraged to tier their CEQA analysis to avoid repetition of issues and to focus on the issues for decision at each level of review. Subsequent CEQA compliance involves either the preparation of an EIR or Negative Declaration.

For purposes of tiering, significant environmental effects have been "adequately addressed" in the first-tier document if the Lead Agency determines that the significant environmental effects:

- Have been mitigated or avoided as a result of the prior EIR and adopted findings in connection with that prior EIR;
- Have been examined at a sufficient detail in the prior EIR to enable those effects to be mitigated or avoided by site-specific revisions, the imposition of conditions, or by other means with the approval of the later project; and
- Cannot be mitigated to avoid or substantially lessen the significant impacts despite the project proponent's willingness to accept all feasible mitigation measures, and the only purpose of including analysis of such effects in another EIR would be to put the agency in a position to adopt a statement of overriding considerations with respect to the effects.

In the case of this proposed project, a Final EIR was certified for the *City of Moreno Valley General Plan* in July 2006. The *General Plan EIR* analyzed the impacts associated with implementation of the land use policy map and policies contained in the City's *General Plan* that are intended to guide growth and development in the City. The growth anticipated under the *General Plan* was described previously in Section 1.4, Incorporation By Reference, as were the 14 topical areas reviewed in the *General Plan EIR*.

The *General Plan EIR* is considered a first-tier EIR. The Mitigated Negative Declaration for this proposed project is considered a second-tier CEQA document, and the analysis in this Mitigated Negative Declaration has: 1) incorporated by reference the *General Plan EIR* and 2) will tier the analysis in this MND to focus on impacts not previously analyzed in the *General Plan EIR*.

The first-tier EIR (*General Plan EIR*) provided analysis for the topics of: Land Use and Planning; Traffic/Circulation; Air Quality; Noise; Hazards and Hazardous Materials; Geology and Soils; Hydrology and Water Quality; Agricultural Resources; Biological Resources; Cultural Resources; Aesthetics; Population and Housing; Public Services; and Mineral Resources.

For purposes of this CEQA document (Mitigated Negative Declaration), the *General Plan EIR* has adequately addressed the proposed project's impacts related to Cultural Resources; Biological Resources; Agricultural Resources; and Mineral Resources, as the growth anticipated under the proposed project is consistent with and accounted for in the projected growth anticipated under the *General Plan*. Topics to be tiered off the *General Plan EIR* in this second-tier CEQA document (Mitigated Negative Declaration) include Land Use and Planning; Aesthetics; Traffic; Air Quality, Noise; Geology and Soils; Hazards and Hazardous Materials; Hydrology and Water Quality; Population and Housing; Public Services; Recreation; and Utilities.

This second-tier CEQA document (Mitigated Negative Declaration) will be used by the Lead Agency to evaluate the proposed project's environmental impacts, and can be further used to modify, approve, or deny the approval of the proposed project based on the analysis it provides.

2.0 PROJECT DESCRIPTION

2.1 PROJECT LOCATION

Regionally, the project area is located in the southern portion of the City of Moreno Valley in western Riverside County; refer to *Exhibit 2-1*, *Regional Vicinity*. Locally, the project area generally includes an approximately 5.5-mile stretch of Alessandro Boulevard from the Old 215 Frontage Road on the west to Nason Street on the east; refer to *Exhibit 2-2*, *Project Location Map & Nodes*. The project area has direct access to and from the I-215 Freeway at the Alessandro Boulevard interchange.

2.2 ENVIRONMENTAL SETTING

At 5.5 miles in length, the corridor is the longest of Moreno Valley's five corridors. It serves as an important transportation corridor that connects Interstate 215 and the nearby future planned Metrolink Station at the western end with the Riverside County Regional Medical Center approximately 5.5 miles to the east along Nason Street.

Existing physical conditions on the corridor are typical and characteristic to many suburban corridors – low intensity, automobile-oriented uses such as warehouses, office parks, drive-through restaurants and pharmacies, and multiple strip malls and community-oriented shopping centers. The roadway itself lacks consistent landscaping and an overall positive image. Buildings along the corridor tend to be located behind parking lots. Some new buildings have been built closer to the corridor, but are located behind drainage swales that are visually pleasant but tend to disconnect the building from the environment it its shaping. In some areas, established single-family neighborhoods are north and south of the corridor and present their backyard walls along the corridor. Multi-family apartments and townhomes are located in lesser amounts in the area. Some homes are located directly fronting Alessandro Boulevard, with direct driveway access along the corridor.

The natural setting of the area is very attractive, with long-distance views from the corridor of surrounding hills and mountain ranges, including large peaks in the San Bernardino National Forest and Mt. San Jacinto National State Wilderness. Remnants of agricultural fields, vineyards, and orchards are in the eastern end of the corridor. One mile east of the study area, at the intersection of Alessandro and Redlands Boulevards, is the location where Moreno Valley was established in 1891.

2.3 EXISTING ZONING AND GENERAL PLAN

General Plan: Multiple Designations

Zoning: Multiple Designations

2.4 PROJECT BACKGROUND

2.4.1 Vision Plan for Alessandro Boulevard Corridor

On June 30, 2010, the Moreno Valley City Council accepted the *Vision Plan for Alessandro Boulevard Corridor* (*Vision Plan*), a Southern California Association of Governments (SCAG) Compass Blueprint Study. The *Vision Plan* looked at the Alessandro Boulevard corridor and the properties within ½-mile to its north and south between the I-215 Freeway and Nason Street. The purpose of the study was to identify the potential for the Boulevard becoming a transit corridor, linking a planned Metrolink Station with the 50-square mile, 186,000 person community of Moreno Valley. After learning that transit-oriented development would not be possible at the planned Metrolink Station due to restrictions involving aircraft patterns from the nearby March Air Force Base, the study broadened its focus to

evaluate the corridor's potential for transit as part of the composite solution for revitalization of the corridor. Essentially, transit will play a role in the corridor, but it should not drive the community's efforts to recast this corridor.

The *Vision Plan* includes the following chapters: Introduction, Vision and Guiding Principles, Community Form and Role of Alessandro Boulevard, Recommendations, and Implementation. The following paragraphs have been excerpted from the *Vision Plan.*

Vision

Alessandro Boulevard is a thriving multi-modal boulevard that connects neighborhoods and employment centers with regional, community, and neighborhood-serving retail and services spaced along the corridor in activity nodes. Residents, employees, and visitors can walk to the corridor for a variety of needs ranging from personal services to restaurants and groceries.

Guiding Principles

The report evaluated the corridor in five ways – local perspective and vision along with existing physical, policy, economic, and sustainability conditions. Based upon the information obtained during the evaluation activities, the report identified and established the following underlying principles to guide the City's actions for Alessandro Boulevard's revitalization:

1. Alessandro Boulevard's future is established through a vision that has a clear purpose, is generated through a collaborative public process, focuses on placemaking, is implementable and adaptable through a framework of tangible policy and standards;
2. Positive change is realized through a variety of partnerships aimed at a diverse range of opportunities along the corridor;
3. The corridor is organized into a hierarchy of distinct and related activity nodes that respond to the adjacent existing and/or future neighborhoods and employment centers;
4. The physical scale of each activity node and connecting corridor segments is adjusted to the intended physical character to promote compatibility;
5. Streetscapes and rights-of-way accommodate the vehicle while focusing on the needs of pedestrians and cyclists, particularly at activity nodes;
6. Development is scaled to the pedestrian and consists of a mix of retail, housing, public facilities and types of buildings;
7. Commerce is focused at and near activity nodes to generate thriving pedestrian-oriented development and to share infrastructure such as parking;
8. A diverse mix of building types and styles generates an urban form along the corridor that enhances commerce at activity nodes, creating a positive identity;
9. Housing types include a mix of dwellings by size and income levels to generate a wide range of housing choices and to enhance the customer base along the corridor;
10. Mixed use and/or higher density buildings are located at the core of activity nodes to physically shape and activate public space/streetscapes at these important locations;
11. Open Space is distributed along the corridor and consists of a mix of public open spaces -- streetscapes, linear parks, plazas -- depending upon the intended physical scale of the location;
12. Streets are multi-modal -- rail, bus, car, bike, pedestrian -- aimed at providing a range of choices and to support the corridor as a series of distinct and related pieces;
13. The corridor is designed for efficient traffic flow while at speeds that are compatible with pedestrian activity and support commercial activity;
14. The streetscape provides shade and comfort for pedestrians and cyclists with consistent elements to spatially define the corridor and to emphasize the commercial nature of activity nodes; and

15. Parking in non-residential areas and activity nodes is addressed through a 'park-once' approach, which groups and shares parking responsibilities with the parking ratio calibrated to the different intensities of the activity nodes. Residential parking is provided for each property in ways that are supportive of the living environment and that maintain the integrity of the public streetscape.

Community Form and Role of Alessandro Boulevard

The *Vision Plan* proposed an overall Community Form that included Activity Nodes linked by Primary and Secondary Corridor Zones located in between and along Alessandro Boulevard. Both the Activity Nodes and the Corridor Zones are surrounded by Corridor-Adjacent Zones that are unlikely to change. Each Activity Node is located at a major street intersection and projects outward from the intersection for approximately a ¼-mile walking radius. The Activity Nodes range in intensity from regional-level attractions, such as the Moreno Valley Town Center, to community-level collections of retail and services, such as the shops along Sunnymead Boulevard. In total, four types of nodes were identified: Regional, Medical Center, Community, and Neighborhood.

The intended role of Alessandro Boulevard is summarized below:

A. Alessandro Boulevard as a series of nodes.
B. A new image to attract business, office, and housing to the corridor.
C. Serve the local economy.
D. Transportation, circulation, and access.

Recommendations

The report's key recommendation is that the corridor becomes a series of independent but related nodes. These nodes work in concert with Moreno Valley's existing nodes to provide a complete and strategically dispersed set of places aimed at regional, community, or neighborhood retail and services. The *Vision Plan* also included recommendations for Transportation, Circulation, and Access; and Sustainability.

2.4.2 2008-2014 Housing Element

On February 22, 2011, the Moreno Valley City Council approved the 2008-2014 Housing Element to the *General Plan*, in compliance with State law. The Housing Element was certified by the California Department of Housing and Community Development (HCD), and was found to be in full compliance with State housing element law on October 13, 2010.

In order to maintain its compliance with State housing element law, the City of Moreno Valley is in the process of implementing programs set forth in the 2008-2014 Housing Element. Accordingly, amendments to the *Moreno Valley General Plan* and Moreno Valley Zoning Code are required to increase the City's maximum housing density in certain limited areas of the City. The following objective, policies, and programs are pertinent to the proposed project.

Housing Element Objective 8.13
Propose general plan amendment to R-30 for sites at Alessandro (calculation 5) and Alessandro/hospital (calculation 3) and Perris/Iris (calculation 4) per attachment 1. (Refer to *Exhibits 2-3a, 2-3b, and 2-3c*, *Proposed R-30 General Plan Amendments*).

Policies:
8.13.1 Designate land appropriately zoned for the development higher density housing.
Programs:

8.23 Establish an R-30 zone.

8.24 Process General Plan Amendment to apply R-30 zoning to designated sites or alternative sites of equivalent acreage.

2.4.3 R30 General Plan and Zoning Designation

On September 22, 2009, the Moreno Valley City Council approved PA09-0018 (General Plan Amendment) and PA08-0099 (Municipal Code Amendment), which added a new zoning designation to the *General Plan* creating the Residential 30 (R30) zoning district and amend a range of zoning regulations contained in Title 9 of the City of Moreno Valley Municipal Code regarding multiple family development standards.

General Plan

The following changes were made to the *General Plan*:

- Residential 30 (R30) Zoning District was added.
- Amended Section 9.2.2 under "Policies" (page 9-4) of the *General Plan* as follows:

  2.2.1 The primary purpose of areas designated Residential 30 is to provide a range of high density multi-family housing types in an urban setting. Developments within Residential 30 areas shall also provide amenities, such as common open spaces and recreational facilities. The maximum density shall be 30 dwelling units per acre.

- The rest of the policies of Objective 2.2 were renumbered.

Municipal Code

For Section 9.01.090(A) under "Residential Districts," the following changes were made:

- Added k. Residential 30 (R30) District.
- Changed k. to l. Residential Single-Family 10 (RS10) District.

For Section 9.03.020 under "Residential Districts," L was added:

L. Residential 30 District (R30). The primary purpose of the R30 district is to provide a broadened range of housing types in a more urban setting than is typically found within other areas of the city. This district is intended as an area for development of multifamily residential dwelling units at a maximum allowable density of thirty (30) DU's per net acre in accordance with the provisions outlined herein.

2.5 PROJECT CHARACTERISTICS

The proposed project is a City-initiated project to: 1) create the Mixed Use Overlay Districts to implement the Vision Plan for Alessandro Boulevard Corridor, 2) increase the maximum permitted density to 30 dwelling units per acre in specified areas of the City, and 3) amend the general plan and zoning for approximately 21.74 acres of R-5 to Community Commercial (refer to *Exhibit 2-4*, *Proposed Zoning Map*. The proposed changes affect approximately 315 acres along, adjacent to, or in close proximity to Alessandro Boulevard.

2.5.1 Project Approvals

A summary of the regulatory amendments are identified below.

General Plan

- Amend the General Plan Land Use Map (*General Plan* Figure 2-2) to designate parcels for the Residential: Maximum 30 dwelling units per acre designation consistent with the Housing Element Objective 8.13, which is depicted on *Exhibits 2-3a, 2-3b, and 2-3c*.

Zoning Code

Amend the Moreno Valley Zoning Code to:

- Add Chapter 9.075 – Mixed-Use Overlay Districts
- Add Chapter 9.09 – Specific Use Standards
- Revise Section 9.02.090 – Administrative Variances
- Revise Chapter 9.11 – Parking, Pedestrian, and Loading Requirements
- Revise Chapter 9.15 – Definitions
- Amend the Zoning Map to Include MUC, MUI, MU Classifications
- Amend the Zoning Map to designate parcels for the Residential 30 designation consistent with the Housing Element Objective 8.13, which is depicted on *Exhibit 2-4*.

2.5.2 Summary of Changes to Moreno Valley Zoning Code

Creation of Zoning Code Chapter 9.075 – Mixed-Use Overlay Districts

Chapter 9.075 will include the following sections:

9.075.010 – Purpose and Intent
9.075.020 – Applicability
9.075.030 – Purposes of Mixed-Use Overlay District
9.075.040 – Permitted Uses in Mixed-Use Overlay Districts
9.075.050 – Mixed-Use Site Development Standards
9.075.060 – Building Frontage Type Standards
9.075.070 – Open Space Standards – Publicly-Accessible Open Space
9.075.080 – Open Space Standards – Private/Common Open Space
9.075.090 – Lot Area Requirements and Lot Consolidation Incentives

9.075.010 – Purpose and Intent

A. Purpose. The purpose of this Chapter to provide regulations that implement the goals and policies of the General Plan, the Alessandro Boulevard Corridor Vision Plan (accepted by the Moreno Valley City Council on June 30, 2010), and other similar long-range planning documents aimed at encouraging mixed-use development within the City.

B. Intent. The Mixed-Use Overlay Districts are intended to:

1. Stimulate economic development and reinvestment through regulations based upon recognized urban design principles that allow property owners to respond with flexibility to market forces;

2. Create specific development nodes at street intersections with a pedestrian-oriented mix of uses with convenient access between area neighborhoods, housing, employment centers, and retail services;

3. Accommodate intensities and patterns of development that can support multiple modes of transportation including public transit, bicycles, and walking;

4. Facilitate well-designed new mixed-use development projects that combine residential and nonresidential uses (e.g., office, retail, business services, personal services, public spaces and uses, other community amenities, etc.) to promote a better balance of jobs and housing;

5. Ensure compatibility with adjacent existing single-family neighborhoods and harmonious integration with existing commercial areas;

6. Encourage the development of unique district character through a streetscape that provides attractive features (e.g., landscaping, street furniture, niche or linear parks, public places, courtyards, public transportation shelters; etc.) designed to integrate the public realm (e.g., streets, sidewalks, etc.) with adjacent development on private property; and

7. Provide additional property rights while preserving existing property rights. This intent is achieved by providing additional development rights in compliance with this Chapter, which property owners may exercise under certain conditions, while retaining all development rights conferred by the underlying district to property owners in the mixed-use overlay districts. Incentives and advantages include allowing a greater range and mix of uses; more permissive dimensional specifications (e.g., greater floor area ratio, lot coverage ratio, and height; reduced setbacks; etc.); exemption from certain design review requirements; and fee reductions or waivers.

9.075.020 – Applicability

This Section describes the applicability of mixed-use overlay district standards to a property when the property is located within two districts – a base district (e.g., Commercial (C), Office (O), Business Park/Light Industrial (BP), etc.) and a mixed-use overlay district.

A. Relationship between overlay district standards and base district standards. For property within a mixed-use overlay district, the regulations in this Chapter allow mixed-use development as an alternative to the type of development allowed under the base (underlying) district standards.

B. Base district standards.

1. The provisions in this Chapter shall apply to all properties within their respective mixed-use overlay districts, but the provisions do not supersede the underlying base district provisions until a property is developed in compliance with the provisions of this Chapter.

2. New projects may be developed in compliance with the existing underlying base district, provided that all standards and requirements of the underlying base district are met.

3. Regulations, development standards, and requirements in the underlying base district shall continue to apply to those projects that are currently developed according to the existing standards.

4. For legal non-conforming uses (i.e., uses that do not comply with the provisions of the base district or this Chapter), the provisions in Section 9.02.180 (Legal Nonconforming Uses, Improvements, and Parcels) shall apply.

C. Option to apply mixed-use overlay district standards.

1. The owner or developer of any property within any mixed-use overlay district may choose to develop in compliance with the standards and procedures in this Chapter that apply to the particular mixed-use overlay district in which the property is located.

2. In order to exercise the option to develop under the provisions in this Chapter, approval of a development review application shall be required in compliance with Chapter 9.02.030 (Development Review Process). In granting the approval, the review authority shall find that:

   a. The proposed development is in compliance with the provisions in this Chapter; and

   b. Approval of the project will not reduce the amount of land available in mixed-use overlay zone areas to a point where the City's affordable housing needs under the Regional Housing Needs Assessment (RHNA) cannot be met.

D. Other applicable regulations. Other applicable regulations can be found in Section 9.09.250 (Live-Work Development) and Section 9.09.260 (Mixed-Use Development).

E. Applicable regulations after completion of development. Once a property is developed in compliance with the provisions in this Chapter, the provisions of this Chapter completely supersede the provisions of the underlying base district. Whenever the requirements of the overlay district impose a more or less restrictive standard than the provisions of the underlying base district, the requirements of the overlay district shall govern.

F. ***Effect of Alessandro Boulevard Streetscape Master Plan.*** Projects on property located with frontage directly along Alessandro Boulevard shall be subject to the guidelines in the *Alessandro Boulevard Streetscape Master Plan.* The plan provides guidelines for street right-of-way design, streetscape furniture enhancements, and pedestrian and bicycle amenities along Alessandro Boulevard between Day Street on the west end and Nason Street on the east end. If there is a conflict between the standards in this Chapter and the guidelines in the *Alessandro Boulevard Streetscape Master Plan*, the standards of this Chapter shall apply.

G. Use of photographs. Photographs and illustrations are included in this Chapter for illustrative purposes only. Specific development standards in this Chapter are the controlling language for purposes of development regulation.

9.075.030 – Purposes of Mixed-Use Overlay Districts

This Section describes the purpose and intent of each mixed-use overlay district.

A. Mixed-Use Institutional Anchor (MUI) Overlay District. The Mixed-Use Institutional Anchor (MUI) Overlay District applies to areas around prominent anchor institutions, such as civic centers, medical centers, and educational campuses. The intent is to build upon the role of the institutions by providing opportunities for urban, high-intensity development that serves the needs of visitors, employees, and residents affiliated with the anchor institution and the surrounding region. Development is allowed up to five stories in height with building frontages near or at the sidewalk, wide sidewalks, and parking under or behind buildings. Vertical mixed-use development (ground-floor retail with offices or housing above) is required at important street intersections. Horizontally-integrated or vertically-integrated mixed-use development, with no requirement for ground-floor retail, is allowed in other locations. The overlay district name may be expanded to include the name of the type of anchor institution (e.g., "MUI – Medical Center"). See Figure 9.075.030-1 (Examples of Development in Mixed-Use Institutional Anchor (MUI) Overlay District).

B. Mixed-Use Community (MUC) Overlay District. The Mixed-Use Community (MUC) Overlay District applies to areas along major arterials and arterials. The intent is to provide opportunities for the development of pedestrian-oriented blocks with medium-intense development that serves the needs of residents, visitors, and employees from the surrounding community. Development is allowed up to four stories in height with building frontages near or at the sidewalk, wide sidewalks, and parking under or behind buildings. Vertical mixed-use development (ground-floor retail with offices or housing above) is required at important street intersections. Horizontally-integrated or vertically-integrated mixed-use development, with no requirement for ground-floor

retail, is allowed in other locations. The overlay district name may be expanded to include the community name (e.g., "MUC – East Alessandro"). See Figure 9.075.030-2 (Examples of Development in Mixed-Use Community (MUC) Overlay District).

C. ***Mixed-Use Neighborhood (MUN) Overlay District.*** The Mixed-Use Neighborhood (MUN) Overlay District applies to areas along arterials and minor arterials. The intent is to provide an area for low-rise mixed-use development that serves the needs of residents, visitors, and employees from the surrounding immediate neighborhood. Development is allowed up to three stories in height with building frontages near or at the sidewalk, wide sidewalks, and parking under or behind buildings. Vertical mixed-use development (ground-floor retail with offices or housing above) is required at important street intersections. Horizontally-integrated or vertically-integrated mixed-use development, with no requirement for ground-floor retail, is allowed in other locations. The overlay district name may be expanded to include the neighborhood name (e.g., "MUN – Lasselle Crossing"). See Figure 9.075.030-3 (Examples of Development in Mixed-Use Neighborhood (MUN) Overlay District).

9.075.040 – Permitted Uses in Mixed-Use Overlay Districts

For the mixed-use overlay districts, unless otherwise expressly provided in this Title, permitted uses are limited to those described in the Permitted Uses Table 9.02.020-1 in Section 9.02.020 (Permitted Uses) of this Title. Any use not listed in Table 9.02.020-1 as a permitted use, conditional use, or accessory use shall be prohibited.

9.075.050 – Mixed-Use Overlay District Site Development Standards

This Section provides standards that govern development on properties located in the Mixed-Use Overlay Districts. See Table 9.075.050-10 (Mixed-Use Overlay District Development Standards) and related illustrations. For the purpose of this Zoning Code, mixed-use projects shall comply with nonresidential standards when no mixed-use standards exist.

9.075.060 – Building Frontage Type Standards

This Section provides frontage type standards for buildings in the mixed-use overlay districts. Table 9.075.050-10 specifies allowable building frontage types for each mixed-use overlay district.

9.075.070 – Open Space Standards – Publicly-Accessible Open Space

This Section provides standards for publicly accessible open space areas in order to ensure a high level of pedestrian connectivity and activity between the public realm and the private realm, as defined in Chapter 9.15 (Definitions)..

9.075.080 – Open Space Standards – Private/Common Open Space

This Section provides standards for private and/or common open space for residential uses. Private and/or common open space shall be provided in addition to the required publicly accessible open space in Section 9.075.080 (Open Space Standards – Publicly-Accessible Open Space).

9.075.090 – Lot Consolidation Incentives

This Section provides incentives to encourage the assembly of smaller existing lots into larger lots that can be more efficiently developed into a mixed-use project.

Creation of Chapter 9.09 – Specific Use Development Standards [New]

Chapter 9.09 will include the following sections:

9.09.250 – Live-Work Development
9.09.260 – Mixed-Use Development
9.09.270 – Outdoor Dining

9.09.250 – Live-Work Development

This Section provides operational and compatibility standards for the development of live/work units. These standards are in addition to the standards for live-work development provided in Chapter 9.075 (Mixed-Use Overlay Districts).

9.09.260 – Mixed-Use Development

This Section provides operational and compatibility standards for mixed-use development. These standards are in addition to the standards provided in Chapter 9.075 (Mixed-Use Overlay Districts).

9.09.270 – Outdoor Dining

This Section provides standards for outdoor dining areas.

Revision to Subsection 9.02.090.C. (Administrative Variances – Limitations on Administrative Variances)

The following subparagraph is added to Paragraph C:

5. Decrease in building frontage requirements. In any mixed-use overlay district, the community development director may authorize up to a ten (10) percent decrease in the distance threshold established to specify the required percentage of a building frontage to be built to the Build-To-Zone, as indicated in Table 9.075.050-10 (Mixed-Use Overlay District Development Standards) (i.e., the distance threshold from street intersections for the purposes of calculating building frontage length may be reduced from 300 feet to 270 feet). The community development director is not authorized to reduce the percentage of the building frontage that is required to be built to the Build-To-Zone.

Revisions to Chapter 9.11 – Parking, Pedestrian, and Loading Requirements [New/Revised]

9.11.030 – General Regulations

H. Rear Parking. Parking in the rear of buildings and service area shall be limited to five percent of the total required off-street parking, except in the mixed-use overlay districts identified in Chapter 9.075 (Mixed-Use Overlay Districts).

9.11.040 – Off-Street Parking Requirements

The addition of a parking ratio for live-work units – 2 covered spaces per unit and 0.25 guest parking spaces per unit, which can be shared with business aspect of the live-work parking standard.

9.11.060 – Off-Street Bicycle Parking Requirements

Revisions to Chapter 9.15 – Definitions [New]

The following terms will be added:

- Block
- Block Length
- Block Perimeter
- Build-to-Zone
- Building Façade Line
- Commercial-Ready Space
- Floor Area Ratio (FAR)
- Integration of uses
- Live-Work
- Live/Work Unit
- Mezzanine
- Mixed-Use Overlay District
- Podium Parking
- Private Realm
- Public Realm
- Surface Parking
- Tuck-Under Parking
- Underground Level

2.5.3 Zone Change from R-5 to Community Commercial

Approximately 21.74 acres of land presently zoned as R-5, which are located immediately east of the Housing Element Calculation 4 area, would be rezoned to Community Commercial.

2.5.4 Development Potential Associated with Proposed General Plan and Zoning Changes

For purposes of analysis, it is assumed that 100 percent of the parcels in the Mixed Use Overlay Districts (which include Housing Element Calculation 3 and 5 areas) and the Housing Element Calculation 4 area would be redeveloped. This takes in account existing vacant and underutilized parcels. Given that the parcel to be rezoned to Community Commercial is currently vacant, there is no need to account for redevelopment of the parcel. The change over existing conditions is shown in *Table 2-1*, *Development Potential in Mixed Use Overlay Districts and Housing Element Calculation 4 Areas*.

At full implementation, the proposed project would include 7,288 multi-family dwelling units and 1,168,608 square feet of commercial uses. This represents a change in the following over existing uses:

- Decrease of 46 single-family dwelling units
- Increase of 171,501square feet of commercial uses
- Decrease of 31,786 square feet of office uses
- Increase of 7,160 multi-family dwelling units

Table 2-1
Development Potential in Mixed Use Overlay Districts and Housing Element Calculation 4 Area

Node/Use	Existing	Proposed	Change Over Existing Conditions
Node 1 – R-30 (Housing Element Calculation 5 Area)			
Single-Family Residential (DU)	15	0	-15
Multi-Family Residential (DU)	3	681	678
Commercial (SF)	177,881	0	-177,881
Acres	27.59		
Node 2 – Mixed Use Overlay District MUI			
Multi-Family Residential (DU)	125	844	719
Commercial (SF)	139,488	211,092	71,604
Acres	24.23		
Node 3 – Mixed Use Overly District MUN			
Multiple-Family Residential (DU)	0	471	471
Commercial (SF)	188,333	117,656	-70,677
Acres	27.01		
Node 4 – Mixed Use Overlay District MUN			
Multiple-Family Residential (DU)	0	871	871
Commercial (SF)	491,405	217,648	-273,757
Acres	33.31		
Node 5 – Mixed Use Overlay District MUN			
Multiple-Family Residential (DU)	0	487	487
Commercial (SF)	0	121,750	121,750
Acres	27.95		
Node 6 – Mixed Use Overlay District MUI & R-30 (Housing Element Calculation 3 Area)			
Single-Family Residential (DU)	21	0	-21
Multi-Family Residential (DU)	0	3,021	3,021
Commercial (SF)	0	263,712	263,712
Office (SF)	31,786	0	-31,786
Acres	111.78		
Housing Element Calculation 4 Area – R-30			
Single-Family Residential (DU)	10	0	-10
Multi-Family Residential (DU)	0	913	913
Acres	41.74		
Rezone Parcel from R-5 to CC			
Commercial	0	236,750	236,750
Acres	21.74		
TOTALS:			
Single-Family Residential (DU)	**46**	**0**	**-46**
Multi-Family Residential (DU)	**128**	**7,288**	**7,160**
Commercial (SF)	**997,107**	**1,168,608**	**171,501**
Office (SF)	**31,786**	**0**	**-31,786**
Acres	**315.35**		

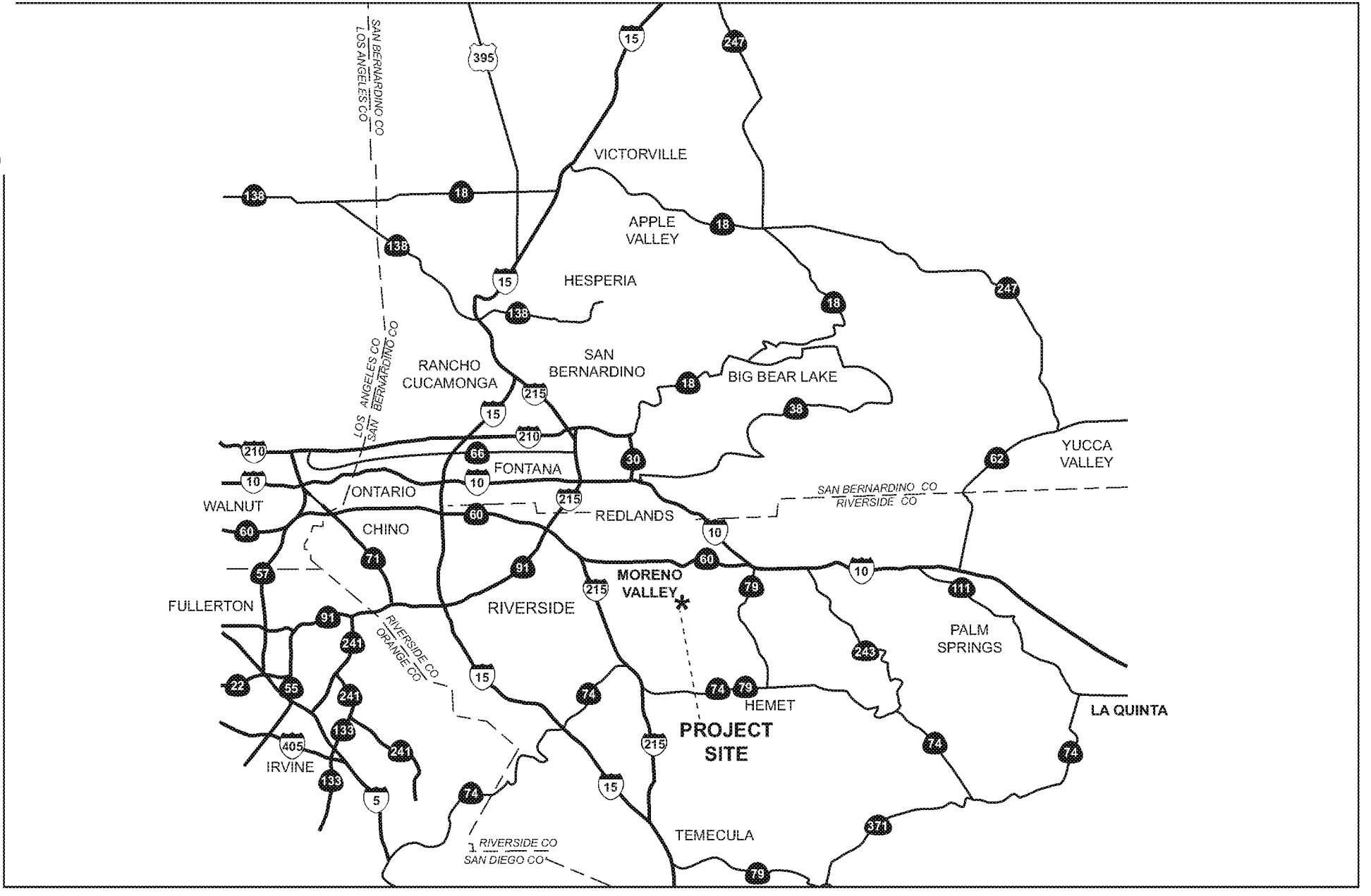

NOT TO SCALE

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03/13 • JN 133624

Regional Vicinity

Exhibit 2-1

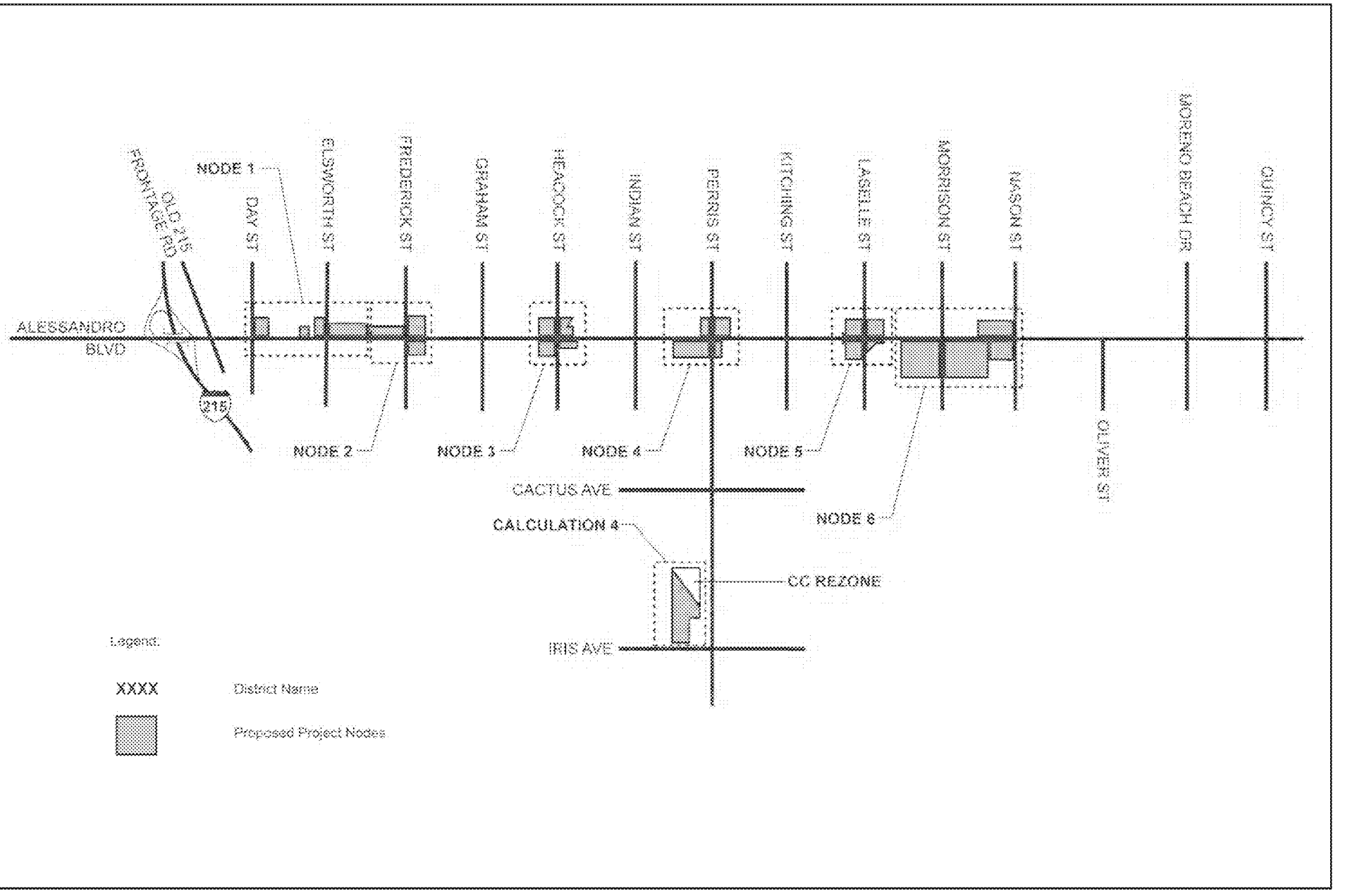

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Project Location Map and Nodes

Exhibit 2-2

NOT TO SCALE

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Proposed R-30 General Plan Amendments – Calculation 5

Exhibit 2-3a

MV00196681

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Proposed R-30 General Plan Amendments – Calculation 3

Exhibit 2-3b

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Proposed R-30 General Plan Amendments – Calculation 4

Exhibit 2-3c

MV00196683

Proposed Zoning Map

Exhibit 2-4

Item No. E.2

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MV00196685

3.0 INITIAL STUDY CHECKLIST

3.1 BACKGROUND

1.	**Project Title:** Alessandro Boulevard Corridor Implementation Project
2.	**Lead Agency Name and Address:** City of Moreno Valley 14177 Frederick Street Moreno Valley, California 92552
3.	**Contact Person and Phone Number:** John Terell, AICP, Planning Official 951.413.3206
4.	**Project Location:** Approximately 5.5-miles of Alessandro Boulevard from the Old 215 Frontage Road on the west to Nason Street on the east and eight parcels north of Iris Avenue and West of Perris Boulevard.
5.	**Project Sponsor's Name and Address:** City of Moreno Valley 14177 Frederick Street Moreno Valley, California 92552
6.	**General Plan Designation:** Various
7.	**Zoning:** Various
8.	**Description of the Project:** The proposed Alessandro Boulevard Corridor Implementation Project (herein referenced as the "project") is a City-initiated project to: 1) create the Mixed Use Overlay Districts to implement the Vision Plan for Alessandro Boulevard Corridor, 2) increase the maximum permitted density to 30 dwelling units per acre in specified areas of the City, and , and 3) amend the general plan and zoning for approximately 21.74 acres of R-5 to Community Commercial. The proposed changes affect approximately 315 acres along or adjacent to Alessandro Boulevard. The project involves an amendment to the General Plan Land Use Map, as well as an amendment to the Moreno Valley Zoning Code and Zoning Map. Additional details regarding the project are provided in Section 2.5, Project Characteristics.
9.	**Surrounding Land Uses and Setting:** The project area is surrounded by a variety of residential and non-residential land uses.
10.	**Other public agencies whose approval is required (e.g., permits, financing approval or participation agreement).** Refer to Section 2.5.1, Project Approvals.

3.2 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" or "Less Than Significant Impact with Mitigation Incorporated," as indicated by the checklist on the following pages.

	Aesthetics		Land Use and Planning
	Agriculture and Forestry Resources		Mineral Resources
✓	Air Quality	✓	Noise
✓	Biological Resources		Population and Housing
✓	Cultural Resources		Public Services
✓	Geology and Soils		Recreation
✓	Greenhouse Gas Emissions	✓	Transportation/Traffic
✓	Hazards & Hazardous Materials		Utilities & Service Systems
	Hydrology & Water Quality	✓	Mandatory Findings of Significance

3.3 EVALUATION OF ENVIRONMENTAL IMPACTS

This section analyzes the potential environmental impacts associated with the proposed project. The issue areas evaluated in this Initial Study include:

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation/Traffic
- Utilities and Service Systems

The environmental analysis in this section is patterned after the Initial Study Checklist recommended by the *CEQA Guidelines* and used by the City of Moreno Valley in its environmental review process. For the preliminary environmental assessment undertaken as part of this Initial Study's preparation, a determination that there is a potential for significant effects indicates the need to more fully analyze the development's impacts and to identify mitigation.

For the evaluation of potential impacts, the questions in the Initial Study Checklist are stated and an answer is provided according to the analysis undertaken as part of the Initial Study. The analysis considers the long-term, direct, indirect, and cumulative impacts of the development. To each question, there are four possible responses:

- **No Impact.** The development will not have any measurable environmental impact on the environment.

- **Less Than Significant Impact.** The development will have the potential for impacting the environment, although this impact will be below established thresholds that are considered to be significant.

- **Less Than Significant Impact With Mitigation Incorporated.** The development will have the potential to generate impacts which may be considered as a significant effect on the environment, although mitigation

measures or changes to the development's physical or operational characteristics can reduce these impacts to levels that are less than significant.

- **Potentially Significant Impact**. The development will have impacts which are considered significant, and additional analysis is required to identify mitigation measures that could reduce these impacts to less than significant levels.

Where potential impacts are anticipated to be significant, mitigation measures will be required, so that impacts may be avoided or reduced to a less than significant level.

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4.0 ENVIRONMENTAL ANALYSIS

The following is a discussion of potential project impacts as identified in the Initial Study/Environmental Checklist. Explanations are provided for each item.

4.1 AESTHETICS

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have a substantial adverse effect on a scenic vista?			✓	
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				✓
c. Substantially degrade the existing visual character or quality of the site and its surroundings?			✓	
d. Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?			✓	

a) Have a substantial adverse effect on a scenic vista?

Less Than Significant Impact. *General Plan EIR* Figure 5.11-1, Major Scenic Resources, identifies scenic resources within the General Plan planning area. The majority of the project area is not considered a scenic resource and maintains sporadic long-distance views of significant scenic resources within the area. The eastern-most portion of the project area near Nason Street is located within an identified scenic vista. Views to the northwest from uses to the south of Alessandro Boulevard in this area include distant views of the Foothills.

Future development within this area would occur primarily on vacant and/or underutilized land. The *General Plan EIR* determined that with implementation of recommended Mitigation Measures A1 through A6 (Objective 2-10, Policy 7.7.1, Policy 7.7.2, Policy 7.7.3, Policy 7.7.4, and Policy 7.7.5, respectively), potential aesthetic impacts would be reduced to a less than significant level. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified.

Future development associated with implementation of the proposed project would be reviewed on a project-by-project basis for consistency with the *General Plan* and Municipal Code. The *General Plan* includes the following Objectives and Policies that pertain to visual quality and views:

> Objective 2.10: Ensure that all development within the City of Moreno Valley is of high quality, yields a pleasant living and working environment for existing and future residents, and attracts business as the result of consistent exemplary design. (General Plan EIR Mitigation Measure A1)
>
> Objective 7.7: Where practical, preserve significant visual features significant views and vistas.
>
> Policy 7.7.2 Require new electrical and communication lines to be placed underground. (General Plan EIR Mitigation Measure A2)

Policy 7.7.3 Implement reasonable controls on the size, number and design of signs to minimize degradation of visual quality. (General Plan EIR Mitigation Measure A3)

Projects undergoing major development review would be reviewed to ensure that development proposals do not unnecessarily block scenic views from other buildings or from public ways, or visually dominate their surroundings with respect to mass and scale, to an extent inappropriate to their use, in accordance with *Municipal Code* Section 9.02.030, Development review process. Compliance with the *General Plan* Objectives and Policies and the City's *Municipal Code* would reduce potential impacts to a less than significant level.

Mitigation Measures: No mitigation measures are required.

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

No Impact. There are no State scenic highways within the City or the project area. Therefore, implementation of the proposed project would not substantially damage scenic resources within a State scenic highway. Thus, no impacts would occur in this regard.

Mitigation Measures: No mitigation measures are required.

c) Substantially degrade the existing visual character or quality of the site and its surroundings?

Less Than Significant Impact. Future development within the project area would occur primarily on vacant and/or underutilized land. The *General Plan EIR* determined that with implementation of recommended Mitigation Measures A1 through A6 (Objective 2-10, Policy 7.7.1, Policy 7.7.2, Policy 7.7.3, Policy 7.7.4, and Policy 7.7.5, respectively), potential aesthetic impacts would be reduced to a less than significant level. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified.

Future development of the proposed Mixed-Use Overlay Districts, as well as Housing Element Calculation 4 Area and the CC rezone with residential and commercial development would alter the existing visual character or quality of the specific site and its surroundings. However, development of these areas is consistent with and anticipated in the *General Plan,* either through previous long range planning efforts or through recent Zoning and General Plan Amendments within the project area. The visual character of the Alessandro Boulevard corridor lacks design and landscaping consistency and has been shaped by a variety of non-residential uses as well as residential uses with their backyard walls along the corridor and others that front the main corridor. The potential for future development of higher-intensity mixed-uses would alter the existing visual character or quality of the specific site and its surroundings. Housing Element Calculation 4 Area and the CC rezone site are currently vacant and therefore, future development of higher-density residential uses and commercial uses would also alter the existing visual character or quality of the site and its surroundings.

Future development within the project area would have an incremental impact on the loss of vacant or open space; however, development has been anticipated under the *General Plan* for the corridor area and a General Plan Amendment and Zone Change would be processed for Housing Element Calculation 4 Area and the CC rezone site, allowing for intensified residential and commercial development in that area. Future development would be evaluated on a project-by project basis and reviewed to ensure compliance with the development standards established within the Municipal Code, including specific standards for projects within the Mixed-Use Overlay Districts and Commercial area, such as building frontage and open space standards, specific-use development standards, building heights, lighting, and screening to ensure visual impacts from existing developed areas are minimized. Further, all new structures would be reviewed for compliance with the *General Plan* to ensure a high level of architectural design. The creation of the Mixed Use Overlay Districts would implement the *Vision Plan for the*

Alessandro Boulevard Corridor, positively contributing to the overall character and quality of the individual sites and their surroundings. Therefore, future development would not result in the degradation of the existing visual character or quality of the site or its surroundings and impacts would be less than significant in this regard.

Mitigation Measures: No mitigation measures are required.

d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Less Than Significant Impact. Project implementation would allow for the development of a mixture of land uses at a greater intensity than currently occurs within the project area. New sources of light, including light from building interiors passing through windows and light from building exteriors (i.e., street lighting, building illumination, security lighting, and landscape lighting) would be introduced. Depending upon the location of the light source and its proximity to adjacent light sensitive uses, light introduction can be a nuisance, affecting adjacent areas. Lighting may also cause spillover impacts to nearby sensitive receptors.

Future developments would be subject to review under the City's design and development plan review processes, which would ensure that building materials do not create a substantial source of glare. Residential and commercial uses within the proposed R30 and CC Zoning Districts would be subject to *Municipal Code* Section 9.08.100, Lighting, which specifies lighting restrictions and requirements for non-residential and residential uses. Development in accordance with the Mixed-Use Overlay Districts would be subject to the operational and compatibility standards for mixed-use development. The standards require that lighting shall be incorporated along sidewalks or other pedestrian walkways, plazas, paseos, courtyards, and other common open areas to enhance the pedestrian environment and increase public safety. Additionally, non-residential uses shall be designed, located, and shielded to ensure that they do not adversely impact the residential uses, but shall provide sufficient illumination for access and security purposes consistent with the provisions of *Municipal Code* Section 9.08.100. Therefore, project implementation would not create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area.

Mitigation Measures: No mitigation measures are required.

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4.2 AGRICULTURE AND FORESTRY RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				✓
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?				✓
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				✓
d. Result in the loss of forest land or conversion of forest land to non-forest use?				✓
e. Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				✓

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

No Impact. *General Plan EIR* Figure 5.8-1, Important Farmlands, identifies the location of important farmlands within the City, including Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. None of the parcels proposed for General Plan and Zone Changes are currently in agricultural production, nor are they identified as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. Most of the sites are identified as Urban and Built-Up Land or Other Land. A few of the sites are identified as Farmland of Local Importance or Farmland of Local Potential. However, these sites have previously been taken out of production in preparation of development. Thus, the proposed project would not result in the conversion of an existing agricultural use to a non-agricultural use. No impacts would occur in this regard.

Mitigation Measures: No mitigation measures are required.

b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?

No Impact. According to the *General Plan EIR*, no land within the General Plan planning area is currently under a Williamson Act contract. None of the parcels proposed for General Plan and Zone Changes are currently zoned for agricultural use, however, the City identifies agricultural crops as an allowable use for all of its zoning categories in order to allow for interim agricultural production. However, the project area is not currently being utilized for agricultural production. Thus, the proposed project would not conflict with existing zoning for agricultural use or a Williamson Act contract. No impacts would occur in this regard.

Mitigation Measures: No mitigation measures are required.

c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

No Impact. None of the parcels proposed for General Plan and Zone Changes are currently zoned for forest use, timberland, or timberland zoned Timberland Production. Therefore, no impacts would occur in this regard.

Mitigation Measures: No mitigation measures are required.

d) Result in the loss of forest land or conversion of forest land to non-forest use?

No Impact. None of the parcels proposed for General Plan and Zone Changes are currently zoned for forest use or contain forest land. Future development of the parcels would not result in the loss of forest land or conversion of forest land to non-forest use. Therefore, no impacts would occur in this regard.

Mitigation Measures: No mitigation measures are required.

e) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

No Impact. Refer to Responses 4.2.a and 4.2.d.

Mitigation Measures: No mitigation measures are required.

4.3 AIR QUALITY

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Conflict with or obstruct implementation of the applicable air quality plan?		✓		
b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?		✓		
c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?		✓		
d. Expose sensitive receptors to substantial pollutant concentrations?		✓		
e. Create objectionable odors affecting a substantial number of people?			✓	

The following analysis has been tiered from Section 5.3, Air Quality, of the *City of Moreno Valley General Plan Final Program Environmental Impact Report* (*General Plan EIR*), adopted in July 2006.

a) Conflict with or obstruct implementation of the applicable air quality plan?

Less Than Significant Impact With Mitigation Incorporated. The project area is located within the South Coast Air Basin (SCAB), regulated by the South Coast Air Quality Management District (SCAQMD). The United States Environmental Protection Agency (EPA) has classified the SCAB as a non-attainment area for Federal and State air quality standards. The *General Plan EIR* concluded that *General Plan* implementation could violate the existing Federal, State, and local air quality standards and conflict with the SCAQMD's *2012 Air Quality Management Plan* (AQMP) or the Southern California Association of Governments (SCAG) *Growth Management Plan*. The *General Plan EIR* determined that although *General Plan EIR* Mitigation Measures AQ1 through AQ10 would reduce air quality impacts, air quality impacts would remain significant and unavoidable.

Projects that are consistent with the projections of employment and population forecasts identified in the Growth Management Chapter of SCAG's *Regional Comprehensive Plan* (RCP) are considered consistent with the AQMP growth projections. This is because the Growth Management Chapter forms the basis of the land use and transportation control portions of the AQMP. Since SCAG's regional growth forecasts are based upon, among other things, land uses specified in general plans, the development proposed under the City's existing *General Plan* would also be consistent with SCAG's regional forecast projections. In turn, this development would also be consistent with the AQMP growth projections. As such, the potential impact that a proposed project would have on implementation of the AQMP can be assessed by comparing the emissions generated from the project's proposed land uses to those generated by the existing *General Plan's* proposed land uses.

The proposed project would not be consistent with the current *General Plan* land use designations, as the proposed project would require an amendment to the existing *General Plan* land use map to designate parcels for the "Residential: Maximum 30 dwelling units per acre" designation, consistent with the adopted Housing Element and rezone approximately 21.74 acres of R-5 to Community Commercial. However, the proposed project would be consistent with the *General Plan* upon implementation of the proposed amendment. As compared to the *General Plan EIR*, project implementation would not result in new or more severe impacts involving conflicts or obstruction of

implementation of the AQMP with implementation of *General Plan EIR* mitigation (refer to Responses 4.3.b through 4.3.e, and Mitigation Measures AQ-1 through AQ-10).

Mitigation Measures: Refer to Mitigation Measures AQ-1 through AQ-10.

b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?

Less Than Significant Impact With Mitigation Incorporated.

Short-Term Impacts

The *General Plan EIR* states that future development in the planning area will generate construction impacts from construction equipment emissions, worker vehicle emissions, and dust from grading and earth-moving operations. Construction emissions for specific development projects will vary depending on the size of the project, amount of grading required, type and quantity of construction equipment, building floor area or number of residential units to be constructed. As such, construction-related emissions cannot be accurately determined at the general plan level of analysis. However, general construction emissions calculations were performed in the *General Plan EIR* to describe typical construction related emissions that would be emitted on a daily basis. The demolition, grading, and building construction emissions calculations were based on a daily development of approximately 4.5 acres within the planning area. According to the *General Plan EIR*, a typical development project allowed under the *General Plan* may result in an average of 18 pounds per day (lbs/day) of PM_{10}, 113 lbs/day of ROG, 154 lbs/day of NO_X, and 141 lbs/day of CO. The *General Plan EIR* notes that PM emissions can be reduced by approximately 50 percent with implementation of SCAQMD Rule 403 (*General Plan EIR* Mitigation Measure AQ1). However, the *General Plan EIR* concluded that construction emissions would remain significant and unavoidable.

The proposed project would result in several construction projects that would generate short-term air emissions similar to the typical development project assumed by the *General Plan EIR*. The proposed project would be required to comply with SCAQMD Rule 403, as stated in *General Plan EIR* Mitigation Measure AQ1 (refer to Mitigation Measure AQ-1). Future construction projects would also be required to comply with SCAQMD Regulation XI, Rule 1113 – Architectural Coating, which provides specifications on painting practices as well as regulates the ROG content of paint. Additionally, the proposed project would implement Mitigation Measure AQ-10, which requires the utilization of the cleanest engines available. Since implementation of *General Plan EIR* Mitigation Measure AQ1 (referenced as Mitigation Measure AQ-1 in this document) and Mitigation Measure AQ-10 are expected to reduce project-related impacts, and since no new significant unavoidable impacts beyond those identified in the *General Plan EIR* would occur, no additional measures are required. Impacts would be less than significant in this regard.

Long-Term Impacts

The *General Plan EIR* states that the major sources of new air pollution would result from the use of natural gas for space heating, cooking and water heating, from vehicles traveling to and from the planning area, from the combustion of fossil fuels at power plants to produce the electricity used within the planning area, and from industrial and commercial uses. The *General Plan EIR* determined that *General Plan* implementation could significantly contribute to existing air quality violations and conflict with the SCAQMD AQMP and SCAG Growth Management Plan. Refer to *Table 4.3-1, General Plan Buildout Long-Term Emissions*, for a summary of the estimated long-term emissions of each *General Plan* alternative. Although implementation of *General Plan EIR* Mitigation Measures AQ2 through AQ9 would reduce air quality impacts, long-term air quality impacts were concluded to remain significant and unavoidable.

Table 4.3-1
General Plan Buildout Long-Term Emissions

Source	Estimated Emissions (pounds/day)[1]			
	ROG	NO_X	CO	PM_{10}
Alternative 1				
Stationary Sources	16,332	2852	11,345	1300
Mobile Sources	9,864	8,886	105,563	56,538
Total Emissions	*26,196*	*11,738*	*116,908*	*57,838*
Alternative 2				
Stationary Sources	17,779	2,805	12,192	1,417
Mobile Sources	8,997	8,009	95,507	51,118
Total Emissions	*26,776*	*10,814*	*107699*	*52,535*
Alternative 3				
Stationary Sources	17,653	2,781	12,110	1,407
Mobile Sources	8,731	7,773	92,653	49,570
Total Emissions	*26,383*	*10,554*	*104,763*	*50,977*

Source: City of Moreno Valley, *Moreno Valley General Plan Final Program EIR*, dated July 2006, Tables 5.3-7 through 5.3-9.

The project proposes the development of 7,288 multi-family dwelling units and 1,168,608 square feet of commercial uses generally along the Alessandro Boulevard corridor. Project operations would result in pollutant emissions from two sources: long-term mobile source emissions from vehicles traveling to and from the site, once the project is operational; and long-term stationary source emissions from power and natural gas consumption from the on-site residential uses.

Mobile Source

Mobile sources are emissions from motor vehicles, including tailpipe and evaporative emissions. Depending upon the pollutant being discussed, the potential air quality impact may be of either regional or local concern. For example, ROG, NO_X, SO_X, PM_{10}, and $PM_{2.5}$ are all pollutants of regional concern (NO_X and ROG react with sunlight to form O_3 [photochemical smog], and wind currents readily transport SO_X, PM_{10}, and $PM_{2.5}$). However, CO tends to be a localized pollutant, dispersing rapidly at the source.

Project-generated vehicle emissions have been estimated using the California Emissions Estimator Model (CalEEMod). This model predicts emissions from motor vehicle traffic associated with new or modified land uses; refer to Appendix A, Air Quality Emissions Data. At full implementation, the proposed project would construct 7,288 multi-family dwelling units and 1,168,608 square feet of commercial uses, which represents a decrease of 46 single-family dwelling units, an increase of 171,501 square feet of commercial/retail uses, a decrease of 31,786 square feet of commercial/office uses, and an increase of 7,160 multi-family dwelling units. According to the *Alessandro Boulevard Corridor Implementation Project Traffic Impact Analysis*, the proposed project would generate a net increase of approximately 45,915 average daily trips (ADT). *Table 4.3-2*, *Project-Related Operational Air Emissions*, presents the existing, proposed, and anticipated net mobile source emissions associated with the proposed project.

Table 4.3-2
Project-Related Operational Air Emissions

Source	Estimated Emissions (pounds/day)[1]					
	ROG	NO_x	CO	SO_x	PM_{10}	$PM_{2.5}$
Existing Emissions						
Area Sources	50.48	1.02	72.08	0.14	9.28	9.28
Energy Sources	0.19	1.67	0.98	0.01	0.13	0.13
Mobile Sources	83.21	223.41	680.70	2.05	239.79	13.23
Total Emissions	*133.88*	*226.10*	*753.76*	*2.20*	*249.20*	*22.64*
Proposed Unmitigated Emissions						
Area Sources	984.31	42.55	3,019.04	5.86	388.74	388.65
Energy Sources	4.09	34.96	15.18	0.22	2.82	2.82
Mobile Sources	237.58	598.53	2,089.17	7.18	773.60	41.88
Total Emissions	*1,225.98*	*676.04*	*6,123.39*	*13.26*	*1,164.99*	*433.18*
Net Increase Over Existing Emissions	***+1,092.10***	***+449.94***	***+5,369.63***	***+11.06***	***+915.79***	***+410.54***

Notes:
1 – Based on CalEEMod modeling results, worst-case seasonal emissions for area and mobile emissions have been modeled.
Refer to Appendix A, Air Quality Emissions Data, for assumptions used in this analysis.

General Plan EIR Mitigation Measures AQ3 through AQ9 (restated as Mitigation Measures AQ-3 through AQ-9 below) would help reduce mobile source emissions by implementing regional air quality strategies, encouraging park-and-ride facilities, encouraging express transit, ensuring adequate bus stops and turnout areas are provided, integrating bikeways into the circulation system, and implementing transportation demand management strategies. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no greater impacts than previously identified. Since implementation of the *General Plan EIR* mitigation measures are expected to reduce project-related impacts, and since no new significant unavoidable impacts beyond those identified in the *General Plan EIR* would occur, no additional measures are required.

Stationary Source Emissions

Stationary source emissions would be generated due to an increased demand for electrical energy and natural gas resulting from project development. This conclusion is based on the supposition that those power plants supplying electricity to the site are utilizing fossil fuels. Electric power generating plants are distributed throughout the SCAB and western United States, and their emissions contribute to the total regional pollutant burden. The primary use of natural gas by the proposed project would be for combustion to produce space, water, and other miscellaneous heating, air conditioning, consumer products, and landscaping. As indicated in *Table 4.3-2*, the proposed project's stationary (energy and area) source emissions would exceed the existing emissions, as well as the SCAQMD thresholds for all criteria pollutants. Implementation of *General Plan EIR* Mitigation Measure AQ2 (restated as Mitigation Measure AQ-2 below) would further reduce area source emissions by requiring construction to comply with the requirements of Title 24. Since implementation of the *General Plan EIR* mitigation measures are expected to reduce project-related impacts, and since no new significant unavoidable impacts beyond those identified in the *General Plan EIR* would occur, no additional measures are required.

Mitigation Measures:

AQ-1 Grading activities shall comply with South Coast Air Quality Management District Rule 403 regarding the control of fugitive dust. Additionally, implementation of the following measures would further reduce short-term fugitive dust impacts on nearby sensitive receptors:

- All active portions of the construction site shall be watered every three hours during daily construction activities and when dust is observed migrating from the project site to prevent excessive amounts of dust;
- Pave or apply water every three hours during daily construction activities or apply non-toxic soil stabilizers on all unpaved access roads, parking areas, and staging areas. More frequent watering shall occur if dust is observed migrating from the site during site disturbance;
- Any on-site stockpiles of debris, dirt, or other dusty material shall be enclosed, covered, or watered twice daily, or non-toxic soil binders shall be applied;
- All grading and excavation operations shall be suspended when wind speeds exceed 25 miles per hour;
- Disturbed areas shall be replaced with ground cover or paved immediately after construction is completed in the affected area;
- Gravel bed trackout aprons (3 inches deep, 25 feet long, 12 feet wide per lane and edged by rock berm or row of stakes) shall be installed to reduce mud/dirt trackout from unpaved truck exit routes;
- On-site vehicle speed shall be limited to 15 miles per hour;
- All on-site roads shall be paved as soon as feasible, watered twice daily, or chemically stabilized;
- Visible dust beyond the property line which emanates from the project shall be prevented to the maximum extent feasible;
- All material transported off-site shall be either sufficiently watered or securely covered/tarped to prevent excessive amounts of dust prior to departing the job site;
- Reroute construction trucks away from congested streets or sensitive receptor areas;
- Track-out devices shall be used at all construction site access points; and
- All delivery truck tires shall be watered down and/or scraped down prior to departing the job site.

(Source: Expanded from *General Plan EIR* Mitigation Measure AQ1)

AQ-2 Building construction shall comply with the energy conservation requirements of Title 24 of the California Administrative Code.

(Source: *General Plan EIR* Mitigation Measure AQ2)

AQ-3 Cooperate with regional efforts to establish and implement regional air quality strategies and tactics.

(Source: *General Plan EIR* Mitigation Measure AQ3)

AQ-4 Encourage the financing and construction of park-and-ride facilities.

(Source: *General Plan EIR* Mitigation Measure AQ4)

AQ-5 Encourage express transit service from Moreno Valley to the greater metropolitan areas of Riverside, San Bernardino, Orange, and Los Angeles Counties.

(Source: *General Plan EIR* Mitigation Measure AQ5)

AQ-6 Coordinate with Caltrans and RCTC regarding the integration of Intelligent Transportation Systems (ITS) consistent with the principles and recommendations referenced in the Inland Empire ITS Strategic Plan.

(Source: *General Plan EIR* Mitigation Measure AQ6)

AQ-7 Ensure that all new developments make adequate provision for bus stops and turnout areas for both public transit and school bus service.

(Source: *General Plan EIR* Mitigation Measure AQ7)

AQ-8 Integrate bikeways, consistent with the Bikeway Plan, with the circulation system and maintain Class II and III bikeways as part of the City's street system.

(Source: *General Plan EIR* Mitigation Measure AQ8)

AQ-9 Implement Transportation demand management (TDM) strategies that reduce congestion in the peak travel hours. Examples include carpooling, telecommuting, and flexible work hours.

(Source: *General Plan EIR* Mitigation Measure AQ9)

AQ-10 The following measures shall be implemented during construction to substantially reduce NO_X related emissions. They shall be included in the Grading Plan, Building Plans, and contract specifications. Contract specification language shall be reviewed by the City prior to issuance of a grading permit.

- Off-road diesel equipment operators shall be required to shut down their engines rather than idle for more than five minutes, and shall ensure that all off-road equipment is compliant with the CARB in-use off-road diesel vehicle regulation and SCAQMD Rule 2449.
- Require the use of 2010 and newer diesel haul trucks (e.g., material delivery trucks and soil import/export) and if the lead agency determines that 2010 model year or newer diesel trucks cannot be obtained the lead agency shall use trucks that meet EPA 2007 model year NO_X emissions requirements
- The following note shall be included on all grading plans: During project construction, all internal combustion engines/construction, equipment operating on the project site shall meet EPA-Certified Tier 3 emissions standards, or higher according to the following:
  - January 1, 2012, to December 31, 2014: All off-road diesel-powered construction equipment greater than 50 hp shall meet Tier 3 off-road emissions standards. In addition, all construction equipment shall be outfitted with BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations.
  - Post-January 1, 2015: All off-road diesel-powered construction equipment greater than 50 hp shall meet the Tier 4 emission standards, where available. In addition, all construction equipment shall be outfitted with BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than

what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations.

- A copy of each unit's certified tier specification, BACT documentation, and CARB or SCAQMD operating permit shall be provided at the time of mobilization of each applicable unit of equipment.

- The contractor and applicant, if the applicant's equipment is used, shall maintain construction equipment engines by keeping them tuned and regularly serviced to minimize exhaust emissions.
- Use low sulfur fuel for stationary construction equipment. This is required by SCAQMD Rules 431.1 and 431.2.
- Utilize existing power sources (i.e., power poles) when available. This measure would minimize the use of higher polluting gas or diesel generators.
- Configure construction parking to minimize traffic interference.
- Minimize obstruction of through-traffic lanes and provide temporary traffic controls such as a flag person during all phases of construction when needed to maintain smooth traffic flow. Construction shall be planned so that lane closures on existing streets are kept to a minimum.
- Schedule construction operations affecting traffic for off-peak hours to the best extent when possible.
- Develop a traffic plan to minimize traffic flow interference from construction activities (the plan may include, but would not be limited to, advance public notice of routing, use of public transportation and satellite parking areas with a shuttle service.)
- Construction-related equipment, including heavy-duty equipment, motor vehicles, and portable equipment, shall be turned off when not in use for more than five minutes.

c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?

Less Than Significant Impact With Mitigation Incorporated. According to the *General Plan EIR*, General Plan buildout would result in a cumulatively considerable net increase of criteria pollutants (during construction and operations) for which the project region is nonattainment under applicable federal or state ambient air quality standard. The *General Plan EIR* concluded that despite implementation of the recommended mitigation measures (*General Plan EIR* Mitigation Measures AQ1 through AQ9), which would reduce this impact, a significant and unavoidable impact would occur.

Cumulative Construction Impacts

With respect to the proposed project's construction-period air quality emissions and cumulative SCAB-wide conditions, the SCAQMD has developed strategies to reduce criteria pollutant emissions outlined in the AQMP pursuant to Federal Clean Air Act mandates. As such, the proposed project would be subject to compliance with SCAQMD Rule 403 requirements, and implement all feasible mitigation measures (refer to Response 4.3.b). In addition, the proposed project would comply with adopted AQMP emissions control measures. Per SCAQMD rules and mandates, as well as the CEQA requirement that significant impacts be mitigated to the extent feasible, these same requirements (i.e., Rule 403 compliance, the implementation of all feasible mitigation measures, and compliance with adopted AQMP emissions control measures) would also be imposed on construction projects throughout the SCAB, which would include related projects. Therefore, it can be reasonably inferred that the project-related construction emissions, in combination with those from other projects in the area, could substantially deteriorate the local air quality.

While the proposed project could contribute to cumulatively considerable construction-related impacts, the proposed project would be consistent with the conclusions in the *General Plan EIR*, as discussed in Response 4.3.b. Therefore, no new cumulative construction impacts would occur.

Cumulative Operational Impacts

The proposed project's operational emissions would exceed existing emissions as well as SCAQMD thresholds, and could contribute to SCAB-wide regional air quality impacts (refer to Response 4.3.b). Adherence to *General Plan EIR* mitigation measures and SCAQMD rules and regulations would help reduce impacts related to cumulative conditions. While the proposed project could still contribute a cumulatively considerable net increase of any nonattainment criteria pollutant, the proposed project would be consistent with the conclusions within the *General Plan EIR,* and no new cumulative operational impacts would occur.

Mitigation Measures AQ-1 through AQ-10 are required to ensure that cumulative impacts remain consistent with the conclusions in the *General Plan EIR*.

Mitigation Measures: Refer to Mitigation Measures AQ-1 through AQ-10. No additional mitigation measures are required.

d) Expose sensitive receptors to substantial pollutant concentrations?

Less Than Significant Impact With Mitigation Incorporated. According to the *General Plan EIR*, future development under the *General Plan* has the potential to increase the exposure of sensitive receptors to increased air pollutant levels associated with CO. Several intersections throughout the City would operate at level of service (LOS) E or worse, resulting in localized CO "hot spots." The *General Plan EIR* determined that impacts to sensitive receptors would be significant and unavoidable.

CO Hotspots

CO emissions are a function of vehicle idling time, meteorological conditions and traffic flow. Under certain extreme meteorological conditions, CO concentrations near a congested roadway or intersection may reach unhealthy levels (i.e., adversely affect residents, school children, hospital patients, the elderly, etc.). To identify CO hotspots, the SCAQMD requires a CO microscale hotspot analysis when a project increases the volume-to-capacity ratio (also called the intersection capacity utilization) by 0.02 (two percent) for any intersection with an existing level of service (LOS) D or worse. Because traffic congestion is highest at intersections where vehicles queue and are subject to reduced speeds, these hot spots are typically produced at intersection locations. However, projected intersection capacity/queuing analyses are unknown, as no specific development proposals have yet been formulated.

The Basin is designated as an attainment area for State and Federal CO standards. There has been a decline in CO emissions even though Vehicle Miles Traveled (VMT) on U.S. urban and rural roads have increased. On-road mobile source CO emissions have declined 24 percent between 1989 and 1998, despite a 23 percent rise in motor vehicle miles traveled over the same 10 years. California trends have been consistent with national trends; CO emissions declined 20 percent in California from 1985 through 1997, while VMT increased 18 percent in the 1990s. Three major control programs have contributed to the reduced per-vehicle CO emissions: exhaust standards, cleaner burning fuels, and motor vehicle inspection/maintenance programs.

A detailed CO analysis was conducted in the *Federal Attainment Plan for Carbon Monoxide* (CO Plan) for the SCAQMD's *2003 Air Quality Management Plan.* The locations selected for microscale modeling in the CO Plan are worst-case intersections in the Basin, and would likely experience the highest CO concentrations. Of these locations, the Wilshire Boulevard/Veteran Avenue intersection experienced the highest CO concentration (4.6 ppm), which is well below the 35-ppm 1-hr CO Federal standard. The Wilshire Boulevard/Veteran Avenue intersection is one of the most congested intersections in Southern California with an average daily traffic (ADT) volume of approximately

100,000 vehicles per day. As the CO hotspots were not experienced at the Wilshire Boulevard/Veteran Avenue intersection, it can be reasonably inferred that CO hotspots would not be experienced at any locations within the project corridor or at affected intersections in the project area due to the volume of traffic that would occur as a result of the proposed project. Therefore, no new impacts beyond those identified in the *General Plan EIR* would occur.

Other Criteria Pollutants

As shown in Response 4.3.b, project implementation would result in significant short- and long-term emissions for all criteria pollutants except for SO_X, consistent with the conclusions of the *General Plan EIR.* Therefore, it is anticipated that the proposed project would also result in significant localized impacts. However, as the proposed project is consistent with the conclusions with the *General Plan EIR,* no new impacts would occur in this regard. Mitigation Measures AQ-1 through AQ-9 are required to ensure that cumulative impacts remain consistent with the conclusions in the *General Plan EIR*.

Mitigation Measures: Refer to Mitigation Measures AQ-1 through AQ-9. No additional mitigation measures are required.

e) Create objectionable odors affecting a substantial number of people?

Less Than Significant Impact. According to the *General Plan EIR*, future construction activity allowed under the *General Plan* could generate objectionable odors. However, these odors would be short-term in nature. Future industrial and commercial uses could also generate objectionable odors. Existing SCAQMD regulations regarding odor complaints would reduce any potential impacts associated with odors. The *General Plan EIR* concluded that odor impacts would be less than significant.

According to the SCAQMD *CEQA Air Quality Handbook*, land uses associated with odor complaints typically include agricultural uses, wastewater treatment plants, food processing plants, chemical plants, composting, refineries, landfills, dairies, and fiberglass molding. The project proposes the construction of multi-family residential dwelling units and commercial uses. Due to its nature and scope, the proposed project would not involve activities that would create objectionable odors. Project implementation would be consistent with the analysis and conclusions presented in the *General Plan EIR*, and would not result in any additional impacts. Therefore, implementation of the proposed project would not create objectionable odors affecting a substantial number of people.

Mitigation Measures: No mitigation measures are required.

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4.4 BIOLOGICAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?		✓		
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?		✓		
c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?		✓		
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?			✓	
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?			✓	
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				✓

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

Less Than Significant Impact With Mitigation Incorporated. The project area is located within the geographic areas (sections) identified as "Central" and "East March AFB" in *General Plan EIR* Section 5.9, Biological Resources.

The *General Plan EIR* identifies four regionally sensitive habitats within the General Plan Planning Area: 1) Riparian Habitats/Wetlands (including Open Water and Marsh); 2) Coastal Sage Scrub/Riversidean Alluvial Fan Sage Scrub; 3) Raptor Foraging/Wintering Habitat; and 4) Core Reserves/Designated Critical Habitat. Riparian habitat and Raptor Foraging/Wintering Habitat may occur within the Central section, which includes the project area.

The critical habitat designation for the California Gnatcatcher and the proposed designation for the San Bernardino kangaroo rat include habitat within and/or immediately adjacent to Moreno Valley. These habitat areas are not located within the Central or East March AFB sections.

The Moreno Valley planning area is located within the Multi-Species Habitat Conservation Plan (MSHCP). The MSHCP identifies cores for habitat conservation and linkages for wildlife movement. The Moreno Valley planning area is partially located within Subunits 1, 2, 3, and 4 of the MSHCP, Reche Canyon/Badlands Area Plan. The project area is not located within the Reche Canyon/Badlands Area Plan or any subunits of the MSHCP.

General Plan EIR Table 5.9-5 summarizes the rare, threatened, endangered, endemic, and/or sensitive species known for or with a potential to occur in the planning area, based on existing MSHCP and California Department of Fish and Game Natural Diversity Database data, as well as general knowledge of sensitive species occurrences in the identified habitats. Several species have known and/or expected occurrences within the Central and East March AFB Sections. *General Plan EIR* Table 5.9-7 summarizes potential impacts to sensitive faunal species and wildlife resources within the East March Air Force Base and Central Sections, as well as the primary potential habitat impacts.

Future development within the project area would occur on vacant and/or underutilized land, potentially resulting in significant impacts to candidate, sensitive, or special status species. The *General Plan EIR* determined that with implementation of recommended mitigation measures, potential impacts would be reduced to a less than significant level. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified.

Due to the conceptual nature of future development, site specific proposals would require individual assessments of potential impacts to biological resources, including impacts to endangered, threatened, rare, or locally designated species and their habitats; refer to Mitigation Measures BIO-1 and BIO-2. If necessary, mitigation would be required on a project-by-project basis to reduce potential biological impacts to a less than significant level. Therefore, the City would continue to promote the protection of sensitive, rare, threatened, and endangered species found in the project area through the required biological assessments. Following compliance with the recommended mitigation, which requires preparation of a Biological Resources Assessment, as well as the policies, regulations, and guidelines set forth in the City's *General Plan*, *Municipal Code*, and development review process, project implementation would result in less than significant impacts to endangered, threatened, rare, or locally designated species and their habitats. Future development would also require further review for compliance with USFWS and CDFG, as applicable.

Mitigation Measures:

BIO-1 A Biological Resources Assessment shall be conducted for future development projects in known or suspected natural habitat areas by a qualified Biologist, prior to an application being deemed complete, to determine the potential presence/absence of candidate, sensitive, or special status species, as well as the presence/absence of habitat that would support these species.

BIO-2 If deemed necessary by the site-specific Biological Resources Assessment, a Focused Survey of the proposed development site shall be conducted by a qualified Biologist, prior to any ground disturbance, for sensitive plant and wildlife species that are federally- or state-listed as endangered or threatened, having moderate to high potential for occurrence on the proposed development site.

BIO-3 Where feasible, projects shall be designed to minimize impacts on sensitive habitat

(Source: *General Plan EIR* Mitigation Measure B3).

b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

Less Than Significant Impact With Mitigation Incorporated. Riparian habitats are limited in the General Plan planning area, restricted to the linear Riparian Scrub areas mapped within the native habitats of the Badlands (Gilman Springs Road-Badlands and Norton-Younglove Sections) and the persisting Riparian Scrub within the more disturbed and developed context of the North-Central and Central Sections. Open water habitats are scattered throughout the General Plan planning area. Marsh occurs only along the extreme southern boundary of the General Plan planning area within the San Jacinto Wildlife Area-Mystic Lake Section, north of the San Jacinto River. The *General Plan EIR* determined that existing federal and state regulations enforce a no net loss policy of wetlands and riparian habitat, which offer a measure of protection and help ensure that impacts are mitigated sufficiently. Additionally, implementation of mitigation would reduce potential impacts wetlands and riparian habitat to a less than significant level. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified.

Small, isolated pockets of Riparian Scrub have been identified within the Central section; although Riparian Scrub has not been identified within the Alessandro Boulevard Corridor Nodes. However, due to the conceptual nature of the future development, proposals would require individual assessments of potential impacts to biological resources, including impacts to riparian habitats or other sensitive natural communities; refer to Mitigation Measures BIO-1 and BIO-2. Additionally, compliance with *General Plan EIR* mitigation regarding wetlands and riparian vegetation (BIO-4) would further reduce impacts to a less than significant level. Therefore, project implementation would not have an adverse effect on any riparian habitat or other sensitive natural communities with implementation of recommended mitigation. Impacts would be less than significant in this regard.

Mitigation Measures: Refer to Mitigation Measures BIO-1 through BIO-3. In addition, the following mitigation measure is recommended.

BIO-4 Prior to physical disturbance of any natural drainage course or wetland determined to contain riparian vegetation or otherwise qualify as a "jurisdictional" wetland or Non-wetland Water of the U.S., the applicant shall obtain a Streambed Alteration Agreement and/or permit, or written waiver of the requirement for such an agreement or permit, from all resource agencies with jurisdiction over such areas (CDFG and ACOE).

(Source: *General Plan EIR* Mitigation Measure B4).

c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

Less Than Significant Impact With Mitigation Incorporated. The *General Plan EIR* states that existing federal and state regulations provide protection against habitat loss impacts for all jurisdictional wetlands and Non-wetland Waters of the U.S./Streambeds. It is assumed that any potential impacts assessed would be mitigated to a level below significance through compliance with the state and federal statues regulating these resources. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified.

No wetlands are known to occur within the Alessandro Boulevard Corridor Nodes. Future development within the project area would be required to comply with *General Plan EIR* mitigation regarding wetlands and riparian vegetation (BIO-4). Therefore, project implementation would not have an adverse effect on any federally protected wetlands with implementation of recommended mitigation. Impacts would be less than significant in this regard.

Mitigation Measures: Refer to Mitigation Measure BIO-4. No additional mitigation measures are required.

d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Less Than Significant Impact. The MSHCP identifies cores for habitat conservation and linkages for wildlife movement within the Moreno Valley planning area. The project area is not located within the Reche Canyon/Badlands Area Plan or any subunits of the MSHCP. Therefore, implementation of the proposed project would not interfere with any corridors or linkages associated with the MSHCP. The project area and surrounding areas are largely developed and/or surrounded by existing development and do not provide for the movement of any species or impede the use of native wildlife nursery sites. Impacts would be less than significant in this regard.

Mitigation Measures: No mitigation measures are required.

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

Less Than Significant Impact. *Municipal Code* Chapter 3.48, Western Riverside Multi-Species Habitat Conservation Plan Fee Program Ordinance, requires development projects within the City to pay a local development mitigation fee to assist in providing revenue to acquire and preserve vegetation communities and natural areas within the City and western Riverside County which are known to support threatened, endangered or key sensitive populations of plant and wildlife species. Future development within the project area would be required to pay the applicable fee in place at the time prior to issuance of a building permit. Thus, impacts would be less than significant in this regard.

Mitigation Measures: No mitigation measures are required.

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

No Impact. The Moreno Valley planning area is located within the Multi-Species Habitat Conservation Plan (MSHCP). The MSHCP identifies cores for habitat conservation and linkages for wildlife movement. The Moreno Valley planning area is partially located within Subunits 1, 2, 3, and 4 of the MSHCP, Reche Canyon/Badlands Area Plan. The project area is not located within the Reche Canyon/Badlands Area Plan or any subunits of the MSHCP. Thus, project implementation would not conflict with the provisions of the MSHCP, and no impacts would occur in this regard.

Mitigation Measures: No mitigation measures are required.

4.5 CULTURAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines §15064.5?		✓		
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines §15064.5?		✓		
c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?		✓		
d. Disturb any human remains, including those interred outside of formal cemeteries?			✓	

a) Cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines §15064.5?

Less Than Significant Impact With Mitigation Incorporated. *General Plan EIR* Figure 5.10-1, Locations of Listed Historic Resource Inventory Structures, identifies the historic structures identified as part of a historical survey previously conducted by the Riverside County Historical Commission. None of the sites are located within the project area anticipated for future development. However, it is anticipated that future development within the project area would involve the removal of existing structures to allow for redevelopment of the individual project sites. There is the potential for currently unidentified historic structures to occur within the project area and therefore be impacted by future site-specific development. Any site determined by the City to potentially contain a historical structure would be required to comply with Mitigation Measure CUL-1, which would require preparation a Phase I Cultural Resources Study to determine if implementation of the project being proposed at the time would potentially cause a substantial change to any significant historical resource and identify measures to mitigate the known and potential significant effects of the development being proposed, if any. Compliance with Mitigation Measure CUL-1 would reduce potential impacts to historical resources to a less than significant level.

Mitigation Measures:

CUL-1 Prior to consideration by the City of Moreno Valley, future development or infrastructure projects for properties that are vacant, undeveloped, and/or considered to be sensitive for cultural resources by the City of Moreno Valley Planning Department, shall prepare a Phase I Cultural Resources Study of the subject property in accordance with the protocol of the City of Moreno Valley for review and approval by the City of Moreno Valley Planning Department. The Phase I Cultural Resources Study shall determine whether the proposed development would potentially cause a substantial adverse change to any significant paleontological, archaeological, or historic resources. Measures shall be identified to mitigate the known and potential significant effects of the proposed development project, if any.

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines §15064.5?

Less Than Significant Impact With Mitigation Incorporated. According to the *General Plan EIR*, at least 190 prehistoric archaeological locations have been reported within the City of Moreno Valley. *General Plan EIR* Figure 5.10-2, Locations of Prehistoric Sites, identifies Prehistoric Site Complexes, identifies areas with a high potential of containing prehistoric archaeological resources. One of the sites described as being located near the intersection of Lasselle Street and Brodiaea extends north of Alessandro Boulevard within the project area. The area is identified as an isolated rocky outcrop with five milling stations being previously recorded. Furthermore, the majority of Housing Element Calculation 4 Area and the CC rezone site area located on land that is vacant; it is possible that cultural resources could be unearthed during project construction. Thus, future development within the area could impact an archaeological resource. The area includes parcels proposed for a Zone Change and General Plan Amendment to implement the project. However, site-specific development is not being proposed at this time. Future development within the Prehistoric Site Complex would be required to comply with Mitigation Measure CUL-1, which would require preparation a Phase I Cultural Resources Study to determine if implementation of the project being proposed at the time would potentially cause a substantial change to any significant archaeological resource and identify measures to mitigate the known and potential significant effects of the development being proposed, if any. Compliance with Mitigation Measure CUL-1 would reduce potential impacts to archaeological resources to a less than significant level.

Due to the presence of known prehistoric archaeological sites within the City, there is the potential for future development within the City to impact potential unrecorded archaeological resources. Impacts to unrecorded archaeological resources could be significant without mitigation. Since the project does not currently propose site-specific development, it is not known at this time if or to what extent potential unrecorded archaeological resources would be impacted by future development. Compliance with Mitigation Measure CUL-2, which identifies the required actions in the event an unknown resources is unearthed during future site-specific excavation and grading activities, would reduce potential impacts to a less than significant level.

Mitigation Measures: Refer to Mitigation Measure CUL-1. In addition, the following mitigation measure is recommended.

CUL-2 In the event that cultural resources (archaeological, historical, paleontological) are inadvertently unearthed during excavation and grading activities of any future development project, the contractor shall cease all earth-disturbing activities within a 100-foot radius of the area of discovery. If not already retained due to conditions present pursuant to Mitigation Measure CUL-1, the project proponent shall retain a qualified professional (i.e., archaeologist, historian, architect, paleontologist, Native American Tribal monitor), subject to approval by the City of Moreno Valley to evaluate the significance of the find and appropriate course of action. If avoidance of the resource is not feasible, salvage operation requirements pursuant to Section 15064.5 of the CEQA Guidelines shall be followed. After the find has been appropriately avoided or mitigated, work in the area may resume.

c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Less Than Significant Impact With Mitigation Incorporated. The Moreno Valley area contains sedimentary rock-units with potential to contain significant nonrenewable paleontological resources which are subject to adverse impacts by ground-disturbing activities. However, much of Moreno Valley is covered with recent alluvium. These sediments overlie fossiliferous sedimentary units of the Mt. Eden Formation and the San Timoteo Formation. According to the *General Plan EIR*, excavation to depths normal for development would probably not penetrate recent alluvial sediments to encounter fossiliferous deposits. *General Plan EIR* Figure 5.10-3, Paleontological Resource Sensitive Areas, displays areas of paleontological resource sensitivity in the Moreno Valley planning area. The project area is located within an area identified as having low potential for paleontological resources. Although it is not anticipated that future development within the project area would impact undiscovered paleontological resources, compliance with Mitigation Measure CUL-2 would reduce potential impacts to a less than significant level.

Mitigation Measures: Refer to Mitigation Measure CUL-2. No additional mitigation measures are required.

d) Disturb any human remains, including those interred outside of formal cemeteries?

Less Than Significant Impact. No conditions exist that suggest human remains are likely to be found within the project area. It is not anticipated that human remains, including those interred outside of formal cemeteries, would be encountered during future earth removal or disturbance activities. If human remains were found, those remains would require proper treatment in accordance with applicable laws. State of California *Public Resources Health and Safety Code* Sections 7050.5-7055 describe the general provisions for human remains. Specifically, *Health and Safety Code* Section 7050.5 describes the requirements if any human remains are accidentally discovered during excavation of a site. As required by State law, the requirements and procedures set forth in Section 5097.98 of the California *Public Resources Code* would be implemented, including notification of the County Coroner, notification of the Native American Heritage Commission, and consultation with the individual identified by the Native American Heritage Commission to be the "most likely descendant." If human remains are found during excavation, excavation must stop in the vicinity of the find and any area that is reasonably suspected to overlay adjacent human remains until the County Coroner has been called out, and the remains have been investigated and appropriate recommendations have been made for the treatment and disposition of the remains. Following compliance with State regulations, which detail the appropriate actions necessary in the event human remains are encountered, impacts in this regard, would be considered less than significant.

Mitigation Measures: No mitigation measures are required.

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4.6 GEOLOGY AND SOILS

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
1) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				✓
2) Strong seismic ground shaking?		✓		
3) Seismic-related ground failure, including liquefaction?		✓		
4) Landslides?				✓
b. Result in substantial soil erosion or the loss of topsoil?		✓		
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on-or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?				✓
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?		✓		
e. Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				✓

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:

1) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

No Impact. The Alquist-Priolo Earthquake Fault Zoning Act was passed in 1972 to mitigate the hazard of surface faulting to structures for human occupancy. The Act's main purpose is to prevent the construction of buildings used for human occupancy on the surface trace of active faults. The law requires the State Geologist to establish regulatory zones (known as Earthquake Fault Zones) around the surface traces of active faults and to issue appropriate maps (prior to January 1, 1994, "Earthquake Faults Zones" were called "Special Studies Zones"). The San Jacinto Fault passes through the eastern portion of the City. An Alquist-Priolo Special Fault Zone has been established for the San Jacinto Fault.[1] The project area is not located within the Alquist-Priolo Fault Zone of the San Jacinto Fault. Therefore, future development associated with the proposed project would not expose people or structures to potential substantial adverse effects associated with rupture of a known earthquake fault. No impact would occur in this regard.

[1] State of California Department of Conservation, *Alquist-Priolo Earthquake Fault Zone Maps*, http://www.quake.ca.gov/gmaps/ap/ap_maps.htm, accessed June 18, 2012.

Mitigation Measures: No mitigation measures are required.

2) Strong seismic ground shaking?

Less Than Significant Impact With Mitigation Incorporated. The City of Moreno Valley is located within a seismically active region of southern California. According to the *General Plan EIR*, earthquake-generated groundshaking is the most critical and potentially damaging earthquake effect in the City. Three potential sources of strong seismic groundshaking in the area include the San Jacinto Fault, the San Andreas Fault, and the Elsinore Fault. The major source of potential earthquake damage to the area is from activity along the San Jacinto Fault. However, a major earthquake associated with any of these faults could result in moderate to severe groundshaking in the area. Damage to buildings and infrastructure could be expected as a result of groundshaking during a seismic event. The extent and impact of the groundshaking would depend upon several factors, including the particular fault, fault location, distance from the City and magnitude of the earthquake.

The *General Plan EIR* determined that with implementation of recommended mitigation measures, potential impacts associated with geology and soils would be reduced to a less than significant level. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified.

Future development associated with the proposed project could expose people or structures to adverse effects involving strong seismic ground shaking. In general, the City regulates development (and reduces potential seismic impacts) under the requirements of the *California Building Code* (*CBC*) (refer to *Municipal Code* Chapter 8.20, California Building Code), the Alquist-Priolo Earthquake Fault Zoning Act, local land use policies, *Municipal Code* Title 9, Planning and Zoning, and project specific mitigation measures. The effects of ground shaking would be sufficiently mitigated for buildings designed and constructed in conformance with current building codes and engineering standards. Compliance with the recommended mitigation measures and the following *General Plan* Policies, which require all new development to comply with seismic safety standards, would be required.

Policy 6.1.1 Reduce fault rupture hazards to a level of acceptable risk through the identification and recognition of potentially hazardous conditions and areas as they relate to the San Jacinto Fault zone and the high and very high liquefaction hazard zones. Require geologic studies and mitigation for fault rupture hazards in accordance with the Alquist-Priolo Special Study Zones Act. Additionally, future geotechnical studies shall contain calculations for seismic settlement on all alluvial sites identified as having high or very high liquefaction potential. Should the calculations show a potential for liquefaction, appropriate mitigation shall be identified and implemented. (General Plan EIR Mitigation Measure GS1)

Policy 6.1.2 Require all new developments, existing critical and essential facilities and structures to comply with the most recent Uniform Building Code seismic design standards. (General Plan EIR Mitigation Measure GS2)

Therefore, future development anticipated by the proposed project would result in less than significant impacts regarding the exposure of people or structures to potential substantial adverse effects involving strong seismic ground shaking.

Mitigation Measures:

GEO-1 Prior to issuance of a Grading Permits, applicants of future developments shall prepare a Geologic and Soils Report addressing site conditions and potential risks involving seismic and geologic hazards, to the satisfaction of the Public Works Department. The Report shall specifically identify potential seismic and

geologic hazards and recommend measures to reduce potential safety impacts. Copies of the Report shall be submitted to Public Works at the time of Grading Plan submittal.

GEO-2 Future development projects shall be designed and graded in accordance with recommendations set forth in the Geologic and Soils Report. The Grading Plan shall incorporate all recommendations to ensure compliance. These recommendations shall be specified in Grading Plans and verified during Plan check. Compliance with the Geologic and Soils Report shall be accomplished by conditioning the project, specifying measures on the Grading Plans, and conducting field inspections.

GEO-3 Prior to issuance of a Building Permit, applicants of future developments shall prepare a Geologic Report addressing site conditions and potential risks involving seismic and geologic hazards, to the satisfaction of the Building Department. The Geologic Report shall specifically identify potential seismic and geologic hazards and recommend measures to reduce potential safety impacts. Copies of the Geologic Report shall be submitted to the Building Department at the time of Building Plan submittal.

GEO-4 Future development projects shall be designed and constructed in accordance with recommendations set forth in the Geologic Report. The Building Plan shall incorporate all recommendations to ensure compliance. These recommendations shall be specified in Building Plans and verified during Plan check. Compliance with the Geologic Report shall be accomplished by conditioning the project, specifying measures on the Construction Plans, and conducting field inspections.

3) Seismic-related ground failure, including liquefaction?

Less Than Significant Impact With Mitigation Incorporated. Liquefaction is a process by which clay-free soil deposits, primarily sands and silts, temporarily lose strength during severe groundshaking and behave as a sticky liquid rather than a solid. Liquefaction occurs primarily in areas of recently deposited sands and silts and in areas of high groundwater levels. Poorly consolidated sediment and high groundwater levels occur most frequently in creekbeds and floodplains. Subsidence involves settlement of under-consolidated soils to form a quicksand-like condition below the ground surface. Subsidence involves settlement of under-consolidated soils that may occur during earthquake shaking. Lurching is the actual displacement or movement of the ground due to the passage of seismic waves.

According to the *General Plan EIR*, the City has seen no evidence of liquefaction events occurring in the community nor has any geotechnical report recently submitted to the City identified liquefaction hazards. However, the Riverside County General Plan has identified a range of liquefaction susceptibility in Moreno Valley from very low with deep groundwater in the northern and eastern portions of the community to very high with shallow groundwater generally west of Perris Boulevard. *General Plan EIR* Figure 5.6-2, Seismic Hazards, identifies areas of potential liquefaction within the City. The area south of Alessandro Boulevard between Heacock Street and Perris Boulevard is identified as having liquefaction potential. This area may include parcels located within the project area. Future development of residential and non-residential uses is anticipated to occur on vacant and underutilized land within the project area, which could expose people or structures to adverse effects involving liquefaction.

The *General Plan EIR* identifies an area in the southeastern portion of the planning area as having experienced subsidence in the past. However, the area is located within the San Jacinto Wildlife Area and/or within the designated floodplain. It was concluded that no significant impact associated with subsidence is anticipated to occur within areas of the City anticipated for future development. Further, the City is not anticipated to experience lurching associated with a seismic event.

As stated, the City regulates development (and reduces potential seismic impacts) under the requirements of the *California Building Code* (*CBC*) (refer to *Municipal Code* Chapter 8.20, California Building Code), the Alquist-Priolo Earthquake Fault Zoning Act, local land use policies, *Municipal Code* Title 9, Planning and Zoning, and project specific mitigation measures. The effects of liquefaction would be sufficiently mitigated for buildings designed and

constructed in conformance with current building codes and engineering standards. Compliance with Mitigation Measures GEO-1 through GEO-4 and General Plan Policies 6.1.1 and 6.1.2, identified above, would be required. Therefore, future development anticipated by the proposed project would result in less than significant impacts regarding the exposure of people or structures to potential substantial adverse effects involving liquefaction.

Mitigation Measures: Refer to Mitigation Measures GEO-1 through GEO-4. No additional mitigation measures are required.

4) Landslides?

No Impact. Seismically-induced landslides occur in areas where steep slopes, unstable geologic features, and/or seismic activity combine to upset the force of gravity and cause earth to move down a hillside. Due to the project area's flat topography, future development associated with the proposed project is not subject to seismic induced landslides. No impacts would occur in this regard.

Mitigation Measures: No mitigation measures are required.

b) Result in substantial soil erosion or the loss of topsoil?

Less Than Significant Impact. Clearing and grading for construction associated with future developments anticipated by the proposed project could expose soils to minimal short-term erosion by wind and water, and loss of topsoil. Grading plans for proposed residential and non-residential developments would include an approved drainage and erosion control plan to minimize the impacts from erosion and sedimentation during grading. Additionally, project sites encompassing an area of one or more acres would require compliance with a National Pollutant Discharge Elimination System (NPDES) permit and consequently the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP); refer to Response 4.16.d. Given that future developments would be subject to compliance with *Municipal Code* Chapter 8.10, Stormwater/Urban Runoff Management and Discharge Controls, as well as NPDES requirements for erosion control, grading, and soil remediation, less than significant impacts are anticipated in this regard.

Mitigation Measures: No mitigation measures are required.

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in an on-site or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

No Impact. Landslides, mudslides, rock falls, and soil creep are phenomena earth scientists refer to as "mass wasting." The movement may be rapid (landsliding, rock fall), or gradual (soil creep). These geologic hazards occur in areas where steep slopes, unstable geologic features, heavy rainfall, and/or or seismic activity combine to upset the force of gravity and cause earth to move down a hillside. The project area is relatively flat. Thus, impacts resulting from landslides, mudslides, rock falls, and soil creep or not anticipated to occur. Refer to Response 4.6.a.3. regarding liquefaction, subsidence, and/or lurching.

Mitigation Measures: No mitigation measures are required.

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?

Less Than Significant Impact With Mitigation Incorporated. Expansiveness refers to the potential to swell and shrink with repeated cycles of wetting and drying and is a common feature of fine-grained clayey soils. This wetting and drying causes damage due to differential settlement within buildings and other improvements. According to the *General Plan EIR*, some of the soils within the City have poor to fair stability and are considered to be potentially

expansive. Therefore, future development within the project area could be located on expansive soils, creating risk to life or property, unless proper engineering techniques are implemented. Due to the conceptual nature of the future development, proposals would require individual assessments of potential geological impacts, including expansion potential. The effects of expansive soils would be sufficiently mitigated for buildings designed and constructed in conformance with current building codes and engineering standards. Compliance with General Plan policies and recommended mitigation, which establish requirements for site-specific geologic and soils studies, and use of the most current professional standards in building design, would be required. Therefore, the development anticipated by the proposed project would result in less than significant impacts involving expansive soils.

Mitigation Measures: Refer to Mitigation Measures GEO-1 through GEO-4. No additional mitigation measures are required.

e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

No Impact. Sewers are available throughout the City for the disposal of wastewater; thus, use of septic tanks or alternative wastewater disposal systems would not occur.

Mitigation Measures: No mitigation measures are required.

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4.7 GREENHOUSE GASES

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?		✓		
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?		✓		

GREENHOUSE GASES

Greenhouse gases (GHGs) are gases in the atmosphere that absorb and emit radiation. The greenhouse effect traps heat in the troposphere through a three-fold process, summarized as follows: short wave radiation emitted by the Sun is absorbed by the Earth; the Earth emits a portion of this energy in the form of long wave radiation; and GHGs in the upper atmosphere absorb this long wave radiation and emit this long wave radiation into space and toward the Earth. This "trapping" of the long wave (thermal) radiation emitted back toward the Earth is the underlying process of the greenhouse effect. The main GHGs in the Earth's atmosphere are water vapor, carbon dioxide (CO_2), methane (CH_4), nitrous oxide (N_2O), ozone (O_3), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulfur hexafluoride (SF_6).

Direct GHG emissions include emissions from construction activities, area sources, and mobile (vehicle) sources. Typically, mobile sources make up the majority of direct emissions. Indirect GHG emissions are generated by incremental electricity consumption and waste generation. Electricity consumption is responsible for the majority of indirect emissions.

REGULATORY ENVIRONMENT

State

In June 2005, California's GHG emissions reduction targets were established in Executive Order S-3-05. The Executive Order established the following goals: GHG emissions should be reduced to 2000 levels by 2010; GHG emissions should be reduced to 1990 levels by 2020; and GHG emissions should be reduced to 80 percent below 1990 levels by 2050. California further solidified its dedication to reducing GHGs by setting a new Low Carbon Fuel Standard for transportation fuels sold within the State in 2007 with Executive Order S-1-07. Executive Order S-1-07 sets a declining standard for GHG emissions measured in CO_2 equivalent gram per unit of fuel energy sold in California.

In response to the transportation sector accounting for more than one-half of California's CO_2 emissions, Assembly Bill (AB) 1493 (AB 1493, Pavley) was enacted on July 22, 2002. AB 1493 required the California Air Resources Board (CARB) to set GHG emission standards for passenger vehicles, light duty trucks, and other vehicles whose primary use is noncommercial personal transportation in the State. Additionally, the California legislature enacted AB 32 (AB 32, Nuñez) in 2006 to further the goals of Executive Order S-3-05. AB 32 represents the first enforceable statewide program to limit GHG emissions from all major industries, with penalties for noncompliance.

The recommended approach for GHG analysis included in OPR's *CEQA and Climate Change: Addressing Climate Change Through California Environmental Quality Act Review* (June 19, 2008) release is to: (1) identify and quantify GHG emissions, (2) assess the significance of the impact on climate change, and (3) if significant, identify

alternatives and/or mitigation measures to reduce the impact below a level of significance.[1] Neither the CEQA statute nor the *CEQA Guidelines* prescribe thresholds of significance or a particular methodology for performing an impact analysis; as with most environmental topics, significance criteria are left to the judgment and discretion of the lead agency.

Individual projects incrementally contribute toward the potential for global climate change on a cumulative basis in concert with all other past, present, and probable future projects. While individual projects are unlikely to measurably affect global climate change, each of these projects incrementally contributes toward the potential for global climate change on a cumulative basis, in concert with all other past, present, and probable future projects. The GHG analysis presented below analyzes whether the proposed project's emissions should be considered cumulatively significant.

Local

The City of Moreno Valley adopted their *Final Greenhouse Gas Analysis* in February 2012. The City has also prepared its *Draft Energy Efficiency and Climate Action Strategy* (*Draft EECAS*), dated April 2012, which incorporates the *Final Greenhouse Gas Analysis*. The *Draft EECAS* includes and expands upon GHG reduction measures included in the *Final Greenhouse Gas Analysis*. The *Final Greenhouse Gas Analysis* and the *Draft EECAS* indicate that the City aims to reduce GHG emissions to 1990 levels by 2020, following the State's GHG reduction target.

SIGNIFICANCE CRITERIA

At this time, there is no absolute consensus in the State of California among CEQA lead agencies regarding the analysis of global climate change and the selection of significance criteria. In fact, numerous organizations, both public and private, have released advisories and guidance with recommendations designed to assist decision-makers in the evaluation of GHG emissions given the current uncertainty regarding when emissions reach the point of significance. That being said, several options are available to lead agencies.

First, lead agencies may elect to rely on thresholds of significance recommended or adopted by state or regional agencies with expertise in the field of global climate change (see *CEQA Guidelines* Section15064.7(c)). However, to date, neither CARB nor South Coast air Quality Management District (SCAQMD) have adopted significance thresholds for GHG emissions for residential or commercial development under CEQA.[2] CARB has suspended all efforts to develop a threshold, and SCAQMD's threshold remains in draft form. Accordingly, this option (i.e., reliance on an adopted threshold) is not viable.

Second, lead agencies may elect to conclude that the significance of GHG emissions under CEQA is too speculative. However, this option is not viable due to the important focus on global climate change created by the various regulatory schemes and scientific determinations cited in this section.

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[1] State of California Governor's Office of Planning and Research, *CEQA and Climate Change: Addressing Climate Change Through California Environmental Quality Act Review*, June 19, 2008.

[2] Of note, in December 2009, the San Joaquin Valley Unified Air Pollution Control District adopted guidance for use by lead agencies in the valley, in assessing the significance of a project's GHG emissions under CEQA. The guidance relies on the use of performance-based standards, and requires that projects demonstrate a 29 percent reduction in GHG emissions, from business-as-usual, to determine that a project would have a less than significant impact. The guidance is for valley land use agencies and not applicable to areas outside the district. The Bay Area Air Quality Management District (BAAQMD) adopted its own GHG thresholds of significance on June 2, 2010. The threshold is based on quantitative standards including a per capita emission standard and project emission standard as well as a qualitative standard based on compliance with a qualified GHG reduction strategy. The BAAQMD thresholds are based on an analysis of local inventories of GHG emissions and local reduction programs; therefore, they would not be an appropriate basis for a GHG significance threshold in the City of Moreno Valley. Furthermore, On March 5, 2012 the Alameda County Superior Court issued a judgment finding that the BAAQMD had failed to comply with CEQA when it adopted the thresholds and the court issued a writ of mandate ordering the BAAQMD to set aside the thresholds and cease dissemination of them until the BAAQMD had complied with CEQA.

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Third, lead agencies may elect to use a zero-based threshold, such that any emission of GHGs is significant and unavoidable. However, the use of this type of threshold would indirectly truncate the analysis provided in CEQA documents and the mitigation commitments secured from new development, and could result in the preparation of extensive environmental documentation for even the smallest of projects, thereby inundating lead agencies and creating an administrative burden. Moreover, because the GHG analysis is a cumulative analysis, a zero based threshold would be inconsistent with *CEQA Guidelines* Section 15130(a)(3), which requires that cumulatively significant impacts, such as GHG emissions, be "cumulatively considerable", as defined by Section 15065(a)(3).

Fourth, lead agencies may elect to utilize their own significance criteria, so long as such criteria are informed and supported by substantial evidence. Recent amendments to the CEQA Guidelines, and specifically the addition of CEQA Guidelines Section 15064.4, subdivision (b), relate to the determination of a significance criterion:

> *"A lead agency should consider the following factors, among others, when assessing the significance of impacts from greenhouse gas emissions on the environment:*
>
> *(1) The extent to which the project may increase or reduce greenhouse gas emissions as compared to the existing environmental setting;*
> *(2) Whether the project emissions exceed a threshold of significance that the lead agency determines applies to the project;*
> *(3) The extent to which the project complies with regulations or requirements adopted to implement a statewide, regional, or local plan for the reduction or mitigation of greenhouse gas emissions. Such requirements must be adopted by the relevant public agency through a public review process and must reduce or mitigate the project's incremental contribution of greenhouse gas emissions. If there is substantial evidence that the possible effects of a particular project are still cumulatively considerable notwithstanding compliance with the adopted regulations or requirements, an EIR must be prepared for the project."*

CEQA Guidelines Appendix G has been revised to provide some guidance regarding the criteria that may be used to assess whether a project's impacts on global climate change are significant. The Appendix G environmental checklist form asks whether a project would: (i) generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment; or (ii) conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of GHGs.

Based on the above factors (and particularly the adopted addition of *CEQA Guidelines* Section 15064.4, subdivisions (b)(2) and (b)(3)), this analysis will rely on AB 32 implementation guidance (such as the CARB Scoping Plan) as a benchmark for purposes of this EIR and use the statute to inform their judgment as to whether the proposed project's GHG emissions would result in a significant impact (refer to *CEQA Guidelines*, §15064, subdivision [f][1]). Accordingly, the following significance criterion is used to assess impacts:

Will the project's GHG emissions impede compliance with the GHG emissions reductions mandated in AB 32?

The GHG emission levels will be analyzed to determine whether project approval would impede compliance with the GHG emissions reduction mandate established by the AB 32, which requires that California's GHG emissions limit be reduced to 1990 levels by 2020. As noted in the Scoping Plan,[3] a reduction of 15 percent below today's "business as usual" (BAU) levels is required to meet the goals of AB 32.[4] CARB approved the *Final Supplement to the AB 32 Scoping Plan Functional Equivalent Document*, on August 19, 2011, and updates the reduction to 16 percent below existing conditions. Therefore, should the project reduce its GHG emissions by 16 percent or greater from today's levels, impacts would be less than significant.

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[3] California Air Resources Board, *Climate Change Proposed Scoping Plan: A Framework for Change*, adopted December 2008.

[4] "Business as Usual" refers to emissions that would be expected to occur in the absence of GHG reductions. See http://www.arb.ca.gov/cc/inventory/data/forecast.htm. Note that there is significant controversy as to what BAU means. In determining the GHG 2020 limit, CARB used the above as the "definition." It is broad enough to allow for design features to be counted as reductions.

IMPACT ANALYSIS

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Less Than Significant Impact With Mitigation Incorporated.

Greenhouse Gas Emissions – Business As Usual General Plan Buildout Year 2030

The BAU GHG emissions for the proposed project under the *General Plan* buildout year (2030) have been calculated. BAU refers to emissions that would be expected to occur in the absence of GHG reduction measures. The proposed project BAU GHG emissions include construction emissions, as well as GHG emissions from operations and forecast trip generation. The California Emissions Estimator Model (CalEEMod) computer model and outputs contained within the Appendix B, Greenhouse Gas Modeling Data, were used to calculate direct and indirect GHG emissions. GHG emissions associated with the proposed project are presented in *Table 4.7-1*, *Business As Usual GHG Emissions – General Plan Buildout Year 2030*. The SCAQMD currently does not have a GHG emissions significance threshold for construction activities. Additionally, as construction details are not available at this level of analysis, GHG emissions from construction activities have not been calculated.

Direct Sources of Greenhouse Gases

Area Source. Area source GHG emissions associated with operations of the proposed project would directly result in 5,505.65 $MTCO_2eq/yr$; refer to *Table 4.7-1*.

Mobile Source. The CalEEMod model relies upon specific land use data to calculate mobile source emissions. The proposed project would directly result in 76,694.45 metric tons of carbon dioxide equivalents[5] per year ($MTCO_2eq/yr$) of mobile source-generated GHG emissions; refer to *Table 4.7-1*.

Table 4.7-1
Business As Usual GHG Emissions – General Plan Buildout Year 2030

Source	CO_2	CH_4		N_2O		Total Metric Tons of CO_2eq[3]
	Metric Tons/yr[1]	Metric Tons/yr[1]	Metric Tons of CO_2eq[2]	Metric Tons/yr[1]	Metric Tons of CO_2eq[2]	
Area Source	5,418.21	2.54	53.34	0.11	34.10	5,505.65
Energy	22,738.43	0.82	17.22	0.39	120.90	22,876.55
Mobile Source	76,645.10	2.35	49.35	0.00	0.00	76,694.45
Solid Waste	929.60	54.94	1,153.74	0.00	0.00	2,083.34
Water Demand	3,271.42	17.28	362.88	0.48	148.80	3,783.10
Total Emissions[3]	***109,002.76***	***77.93***	***1,636.53***	***0.98***	***303.80***	***110,943.09***

Notes:
1. Emissions calculated using CalEEMod computer model.
2. CO_2 Equivalent values calculated using the EPA Website, *Greenhouse Gas Equivalencies Calculator*, http://www.epa.gov/cleanenergy/energy-resources/calculator.html, accessed January 2013.
3. Totals may be slightly off due to rounding.

Refer to Appendix B, Greenhouse Gas Modeling Data, for detailed model input/output data.

[5] Carbon Dioxide Equivalent (CO2eq) – A metric measure used to compare the emissions from various greenhouse gases based upon their global warming potential.

Indirect Sources of Greenhouse Gases

Energy Consumption. Energy consumption emissions were calculated using the CalEEMod model and specific land use data. Electricity would be provided via Southern California Edison. The proposed project would indirectly result in 22,876.55 $MTCO_2eq/yr$ due to energy consumption; refer to *Table 4.7-1*.

Solid Waste. Solid waste associated with project-related operations would result in 2,083.34 $MTCO_2eq/yr$; refer to *Table 4.7-1*.

Water Demand. The water supply would be provided by groundwater and imported sources. Emissions from indirect energy impacts due to water supply would result in 3,783.10 $MTCO_2eq/yr$; refer to *Table 4.7-1*.

Total Project-Related Sources of Greenhouse Gases. As shown in *Table 4.7-1*, the total amount of project-related BAU GHG emissions for *General Plan* buildout year 2030 from direct and indirect sources combined would total 110,943.09 $MTCO_2eq/yr$.

Greenhouse Gas Emissions – CARB Consistency

Unmitigated GHG emissions (BAU) for the proposed project have been calculated consistent with CARB's updated baseline year noted within CARB's *Final Supplement to the AB 32 Scoping Plan Functional Equivalent Document*. Mitigated GHG emissions have also been calculated in order to determine whether the proposed project would reduce GHG emissions by at least 16 percent from existing condition BAU levels as required by CARB's *Final Supplement to the AB 32 Scoping Plan Functional Equivalent Document*. Mitigated emissions accounted for in the CalEEMod model and in *Table 4.7-2*, *Greenhouse Gas Emissions – CARB Consistency*, include the following *Draft EECAS* reduction measures as required by Mitigation Measure GHG-1:

- Install light colored "cool" roofs and cool pavements (*Draft EECAS* Measure C1).
- Require Energy Star equipment and appliances in new construction and renovations (*Draft EECAS* Measure C3).
- Specify no- or low-VOC materials (*Draft EECAS* Measure C4).
- Consider adopting a new energy efficiency ordinance requiring 10 to 15 percent reduction above Title 24 (*Draft EECAS* Measure C5).
- Implement low impact development practices that maintain existing hydrology of the site to manage storm water and protect the environment (*Draft EECAS* Measure C15).
- Integrate reuse and recycling into residential, industrial, institutional, and commercial projects (*Draft EECAS* Measure C24).
- Install water-efficient irrigation systems and devices, such as soil moisture-based irrigation controls and use water-efficient irrigation methods (*Draft EECAS* Measure C27).
- Reduce unnecessary outdoor lighting (*Draft EECAS* Measure C36).
- Promote use of low flow toilets for homes and businesses (*Draft EECAS* Measure C40).
- Review and update the landscape ordinance to continue lowering use of potable water for landscape irrigation (*Draft EECAS* Measure C41).
- Promote incentives for use of water efficient fixtures and fittings (*Draft EECAS* Measure C42).
- Incorporate water-reducing features into building and landscape design (*Draft EECAS* Measure C45).
- Design buildings to be water efficient. Install water-efficient fixtures and appliances (*Draft EECAS* Measure C46).
- Require 50 percent reduction in irrigation water usage. Limit turf use (*Draft EECAS* Measure C49).
- Work with developers to increase housing near transit through recently adopted mixed-use zones (*Draft EECAS* Measure C53).
- Explore reduced parking minimums required for mixed-use developments to encourage transit and non-motorized transportation (*Draft EECAS* Measure C57).

- Explore greater flexibility with shared parking requirements (*Draft EECAS* Measure C58).
- Apply urban planning principles that encourage high density, mixed-use, walkable/bikeable neighborhoods, and coordinate land-use and transportation with open space systems and promote the efficient delivery of services and goods (*Draft EECAS* Measure C61).
- Explore trip reduction programs such as carpools/vanpools and preferential parking areas with City staff and other large employers (*Draft EECAS* Measure C73).
- Promote school rideshare programs to assist parents/students forming carpools (*Draft EECAS* Measure C74).
- Institute teleconference, telecommute and flexible work hour programs to reduce employee trips at the City and the private sector (*Draft EECAS* Measure C80).
- Encourage businesses to offer discounts for customers who use alternative modes of transportation (*Draft EECAS* Measure C83).
- Install energy efficient lighting (e.g., LED), heating and cooling systems, appliances, equipment, and control systems (*Draft EECAS* Measure C89).
- Implement programs to encourage and increase participation of diverted waste from landfills to meet or exceed state regulation requirements (*Draft EECAS* Measure C108).
- Develop shaded, protected, attractive, and accessible pedestrian paths of travel between building entrances and parking lots, sidewalks, adjacent properties, and public transportation stops (*Draft EECAS* Measure C121).

Table 4.7-2
Greenhouse Gas Emissions – CARB Consistency

Source	CO_2[1]	CH_4[1]		N_2O[1]		Total Metric Tons of CO_2eq[1,4]
	Metric Tons/yr[2]	Metric Tons/yr[2]	Metric Tons of CO_2eq[3]	Metric Tons/yr[2]	Metric Tons of CO_2eq[3]	
Unmitigated Emissions						
Area Source	5,418.21	2.66	55.86	0.11	34.10	5,508.17
Energy	22,378.43	0.82	17.22	0.39	120.90	22,516.55
Mobile Source	103,440.81	9.30	195.30	0.00	0.00	103,636.11
Solid Waste	929.60	54.94	1,153.74	0.00	0.00	2,083.34
Water Demand	3,271.42	17.28	362.88	0.48	148.80	3,783.10
Total Emissions[4]	*135,438.47*	*85.00*	*1,785.00*	*0.98*	*303.80*	*137,527.27*
Mitigated Emissions						
Area Source	4,906.60	0.38	7.98	0.09	27.90	4,942.48
Energy	18,579.46	0.67	14.07	0.33	102.30	18,695.83
Mobile Source	85,547.23	7.92	166.32	0.00	0.00	85,713.55
Solid Waste	464.80	27.47	576.87	0.00	0.00	1,041.67
Water Demand	2,775.43	13.83	290.43	0.39	120.90	3,186.76
Total Emissions[4]	*112,273.52*	*50.27*	*1,055.67*	*0.81*	*251.10*	*113,580.29*
Reduction Between Mitigated And Unmitigated Emissions	***17.41 %***					

Notes:
1. The calculated emissions differ from those presented in Table 4.7-1, Business As Usual GHG Emissions – General Plan Buildout Year 2013 as they have been adjusted to utilize a baseline year that is consistent with CARB's *Final Supplement to the AB 32 Scoping Plan Functional Equivalent Document*.
2. Emissions calculated using CalEEMod computer model.
3. CO_2 Equivalent values calculated using the EPA Website, *Greenhouse Gas Equivalencies Calculator*, http://www.epa.gov/cleanenergy/energy-resources/calculator.html, accessed January 2013.
4. Totals may be slightly off due to rounding.

Refer to Appendix B, Greenhouse Gas Modeling Data, for detailed model input/output data.

Table 4.7-2 depicts the unmitigated (BAU) GHG emissions associated with the proposed project utilizing a baseline year consistent with CARB's *Final Supplement to the AB 32 Scoping Plan Functional Equivalent Document.* As seen in Table 4.7-2, Mitigation Measure GHG-1 would result in a 17.41 percent reduction from today's levels utilizing CARB's baseline year exceeding the required 16 percent requirement. Therefore, impacts would be less than significant in this regard.

Mitigation Measures:

GHG-1 Future development projects shall incorporate the following *Draft EECAS* reduction measures in order to reduce the project's operational GHG emissions to beyond CARB's required 16 percent reduction:

- Install light colored "cool" roofs and cool pavements (*Draft EECAS* Measure C1).
- Require Energy Star equipment and appliances in new construction and renovations (*Draft EECAS* Measure C3).
- Specify no- or low-VOC materials (*Draft EECAS* Measure C4).
- Consider adopting a new energy efficiency ordinance requiring 10 to 15 percent reduction above Title 24 (*Draft EECAS* Measure C5).
- Implement low impact development practices that maintain existing hydrology of the site to manage storm water and protect the environment (*Draft EECAS* Measure C15).
- Integrate reuse and recycling into residential, industrial, institutional, and commercial projects (*Draft EECAS* Measure C24).
- Install water-efficient irrigation systems and devices, such as soil moisture-based irrigation controls and use water-efficient irrigation methods (*Draft EECAS* Measure C27).
- Reduce unnecessary outdoor lighting (*Draft EECAS* Measure C36).
- Promote use of low flow toilets for homes and businesses (*Draft EECAS* Measure C40).
- Review and update the landscape ordinance to continue lowering use of potable water for landscape irrigation (*Draft EECAS* Measure C41).
- Promote incentives for use of water efficient fixtures and fittings (*Draft EECAS* Measure C42).
- Incorporate water-reducing features into building and landscape design (*Draft EECAS* Measure C45).
- Design buildings to be water efficient. Install water-efficient fixtures and appliances (*Draft EECAS* Measure C46).
- Require 50 percent reduction in irrigation water usage. Limit turf use (*Draft EECAS* Measure C49)
- Work with developers to increase housing near transit through recently adopted mixed-use zones (*Draft EECAS* Measure C53).
- Explore reduced parking minimums required for mixed-use developments to encourage transit and non-motorized transportation (*Draft EECAS* Measure C57).
- Explore greater flexibility with shared parking requirements (*Draft EECAS* Measure C58).
- Apply urban planning principles that encourage high density, mixed-use, walkable/bikeable neighborhoods, and coordinate land-use and transportation with open space systems and promote the efficient delivery of services and goods (*Draft EECAS* Measure C61).
- Explore trip reduction programs such as carpools/vanpools and preferential parking areas with City staff and other large employers (*Draft EECAS* Measure C73).
- Promote school rideshare programs to assist parents/students forming carpools (*Draft EECAS* Measure C74).
- Institute teleconference, telecommute and flexible work hour programs to reduce employee trips at the City and the private sector (*Draft EECAS* Measure C80).
- Encourage businesses to offer discounts for customers who use alternative modes of transportation (*Draft EECAS* Measure C83).

- Install energy efficient lighting (e.g., LED), heating and cooling systems, appliances, equipment, and control systems (*Draft EECAS* Measure C89).
- Implement programs to encourage and increase participation of diverted waste from landfills to meet or exceed state regulation requirements (*Draft EECAS* Measure C108).
- Develop shaded, protected, attractive, and accessible pedestrian paths of travel between building entrances and parking lots, sidewalks, adjacent properties, and public transportation stops (*Draft EECAS* Measure C121).

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Less Than Significant Impact With Mitigation Incorporated. As previously discussed, the City has prepared its *Final Greenhouse Gas Analysis* and *Draft EECAS*, both of which have been developed to reduce GHG emissions within the City. The *Final Greenhouse Gas Analysis* and the *Draft EECAS* indicate that the City aims to reduce GHG emissions to 1990 levels by 2020, following the State's GHG reduction target.

The City's *Final Greenhouse Gas Analysis* includes a GHG inventory of community wide emissions. Sources of emissions include transportation, electricity and natural gas use, landscaping, water and wastewater pumping and treatment, and treatment and decomposition of solid waste. According to the *Final Greenhouse Gas Analysis*, the City's GHG emissions were estimated to be 939,639 $MTCO_2eq$ in 2007 and 920,712 $MTCO_2eq$ in 2010. The City has projected BAU GHG emissions for 2020 to be approximately 1,298,543 $MTCO_2eq$. With the implementation of GHG reduction measures, the City is projected to reduce its community-wide emissions to a total of 798,137 $MTCO_2eq$, which is 556 $MTCO_2eq$ below the 2020 reduction target. The City's *Final Greenhouse Gas Analysis* has been incorporated into the *Draft EECAS*.

The *Draft EECAS* is a policy document which identifies ways that the can reduce energy and water consumption and GHG emissions as an organization (its employees and the operation of its facilities), and outlines the actions that the City can encourage and community members can employ to reduce their own energy and water consumption and GHG emissions.[6] The *Draft EECAS* contains three components: Energy Efficiency, Climate Action, and Greenhouse Gas Analysis. The Energy Efficiency section's primary focus is to identify potential energy efficiency measures for the City as an organization, both those that have been implemented and those that could be implemented in the future. In addition, the *Draft EECAS* provides direction and policies to ensure the most effective, practical, and affordable, energy use practices are implemented. The focus of the Climate Action section is to promote measures similar to those identified in the Energy Efficiency section and additional measures that can be implemented by the community's residents and businesses to reduce GHG emissions on a community-wide basis. The *Draft EECAS* includes an analysis of existing and future GHG emissions community wide and provides a set of policies to guide efforts to reduce GHG emissions to meet or exceed State requirements without unduly compromising other community goals. The Greenhouse Gas Analysis section provides an overview of the City's *Final Greenhouse Gas Analysis*. The Energy Efficiency section applies to City owned and operated facilities and, therefore, doesn't apply to the proposed project, which would facilitate the development of residential and commercial uses. The focus of the Climate Action Strategy section is to promote measures similar to those identified in the Energy Efficiency section and additional measures that can be implemented by the community's residents and businesses to reduce GHG emissions on a community-wide basis. The Climate Action Strategy section includes an analysis of existing and future GHG emissions community wide and provides a set of policies to guide efforts to reduce GHG emissions to meet or exceed State requirements without unduly compromising other community goals. The reduction measures from the *Draft EECAS* applicable to the proposed project are discussed in Response 4.7.a, and as required by Mitigation Measure GHG-1.

[6] It is noted that the *Draft EECAS* is in draft form for City Council review and comment, and has not yet been vetted through a public process or fulfilled the requirements of CEQA.

The *Final Greenhouse Gas Analysis* and the *Draft EECAS* indicate that the City aims to reduce GHG emissions to 1990 levels by 2020, following the State's AB 32 GHG reduction target. The proposed project would be required to implement GHG reduction measures contained within the *Final Greenhouse Gas Analysis* and the *Draft EECAS* (refer to Mitigation Measure GHG-1). With implementation of applicable *Greenhouse Gas Analysis* and the *Draft EECAS* GHG reduction measures, as discussed in Response 4.7.a, the proposed project would be consistent with the CARB's 16 percent required GHG reduction necessary to comply with the reduction goals of AB 32. Thus, the proposed project would also be consistent with the reduction goals of the *Greenhouse Gas Analysis* and *Draft EECAS*. Therefore, as the proposed project would be consistent with the City's *Final Greenhouse Gas Analysis* and *Draft EECAS* with implementation of Mitigation Measure GHG-1, impacts would be less than significant in this regard.

Mitigation Measures: Refer to Mitigation Measure GHG-1. No additional mitigation measures are required.

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4.8 HAZARDS AND HAZARDOUS MATERIALS

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			✓	
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?		✓		
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?		✓		
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				✓
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				✓
f. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				✓
g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?			✓	
h. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				✓

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Less Than Significant Impact. Future residential and commercial developments would likely involve the use of limited quantities of hazardous materials such as cleaning and degreasing solvents, fertilizers, pesticides, and other materials used in the regular maintenance of buildings and landscaping. However, no significant amounts of hazardous materials would be utilized, disposed of, or transported in conjunction with future residential developments. With proper use and disposal, household maintenance chemicals are not expected to create hazardous or unhealthful conditions to residents or the public.

Future commercial development may involve the routine transport, use, or disposal of hazardous materials. Due to the conceptual nature of the project, the types and quantities of hazardous substances utilized by the various types of potential future development within the project area would vary and, as a result, the nature of potential hazards would vary. Generally, the exposure of persons to hazardous materials could occur in the following manners: 1) improper handling or use of hazardous materials or hazardous wastes during construction or operation of future developments,

particularly by untrained personnel; 2) an accident during transport; 3) environmentally unsound disposal methods; or 4) fire, explosion or other emergencies.

The proposed project would be subject to compliance with existing regulations, standards, and guidelines established by the EPA, State, County, and the City of Moreno Valley related to the storage, use, and disposal of hazardous materials. Both the Federal and State governments require any business, where the maximum quantity of a regulated substance exceeds the specified threshold quantity, register with the County as a manager of regulated substances and prepare a Risk Management Plan. The Risk Management Plan must contain an off-site consequence analysis, a five-year accident history, an accident prevention program, an emergency response program, and a certification of the truth and accuracy of the submitted information. Businesses would be required to submit their plans to the Certified Unified Program Agency (CUPA), which would make the plans available to emergency response personnel. The Risk Management Plan must identify the type of business, location, emergency contacts, emergency procedures, mitigation plans, and chemical inventory at each location.

While the risk of exposure to hazardous materials cannot be eliminated, measures can be implemented to reduce risk to acceptable levels. Adherence to existing regulations would ensure compliance with safety standards related to the use and storage of hazardous materials, and the safety procedures mandated by applicable Federal, State, and local laws and regulations, which would ensure that risks resulting from the routine transportation, use, storage, or disposal of hazardous materials or hazardous wastes associated with implementation of the proposed project would be less than significant.

Mitigation Measures: No mitigation measures are required.

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Less Than Significant Impact With Mitigation Incorporated.

Short-Term Impacts

One of the means through which human exposure to hazardous substance could occur is through accidental release. Incidents that result in an accidental release of hazardous substance into the environment can cause contamination of soil, surface water, and groundwater, in addition to any toxic fumes that might be generated. If not cleaned up immediately and completely, the hazardous substances can migrate into the soil or enter a local stream or channel causing contamination of soil and water. Human exposure of contaminated soil or water can have potential health effects on a variety of factors, including the nature of the contaminant and the degree of exposure.

Construction activities associated with future development could release hazardous materials into the environment through reasonably foreseeable upset and accident conditions. There is a possibility of accidental release of hazardous substances such as petroleum-based fuels or hydraulic fluid used for construction equipment. The level of risk associated with the accidental release of hazardous substances is not considered significant due to the small volume and low concentration of hazardous materials utilized during construction. The construction contractor for individual development projects would be required to use standard construction controls and safety procedures that would avoid and minimize the potential for accidental release of such substances into the environment. Standard construction practices would be observed such that any materials released are appropriately contained and remediated as required by local, State, and Federal law.

Demolition of Structures. Since future development would involve urban infill and development/redevelopment of vacant and/or underutilized land, existing structures would likely be demolished prior to construction of new buildings. Although, specific development projects have not been identified, it is assumed that older buildings would be demolished as new residential and commercial uses are developed. Demolition of structures could expose construction personnel and the public to hazardous substances such as asbestos containing materials (ACM) or

lead-based paints (LBP), depending on the age of the structure. Further, the potential exists that construction activities may release potential contaminants that may be present in building materials (e.g., mold, lead, etc.). In addition, the disturbance of soils and demolition of structures could expose construction workers or employees to health or safety risks in the event contaminated structures and/or soils are encountered during construction. Exposure could occur from ACM or LBP in older buildings, or unknown contaminants that have not previously been identified. Federal and State regulations govern the renovation and demolition of structures where ACMs and LBPs are present.

The National Emission Standards for Hazardous Air Pollutants (NESHAP) mandates that building owners conduct an asbestos survey to determine the presence of ACMs prior to the commencement of any remedial work, including demolition (Mitigation Measure HAZ-1). If ACM material is found, abatement of asbestos would be required prior to any demolition activities. Also, if paint is separated from building materials (chemically or physically) during demolition of the structures, the paint waste would be required to be evaluated independently from the building material by a qualified Environmental Professional (HAZ-2). If lead-based paint is found, abatement would be required to be completed by a qualified Lead Specialist prior to any demolition activities. Compliance with Mitigation Measures HAZ-1 and HAZ-2 and SCAQMD Rule 1403 would reduce potential impacts associated with the demolition of structures to less than significant levels.

Current and Historic Uses. Future development within the project area could result in the conversion of vacant and/or underutilized land to residential and non-residential uses. Hazardous materials conditions may exist relating to historic commercial and industrial uses on these properties. Grading and excavation for future development could expose construction workers and the public to unidentified hazardous substances present in the soil or groundwater. Exposure of the public or the environment to hazardous substances is considered a potentially significant impact. Preparation of a formal Phase I Environmental Site Assessment (ESA) would be required on a project-by-project basis for any vacant, commercial, and industrial properties (current or historical) involving hazardous materials or waste (Mitigation Measure HAZ-3). The Phase I ESA would be prepared in accordance with ASTM Standard Practice E 1527-05 or the Standards and Practices for All Appropriate Inquiry (AAI), prior to any land acquisition, demolition, or construction activities. The Phase I ESA would identify specific Recognized Environmental Conditions (RECs), which may require further sampling/remedial activities by a qualified hazardous materials Environmental Professional with Phase II/site characterization experience. The Environmental Professional would identify proper remedial activities, if necessary. Therefore, with implementation of Mitigation Measure HAZ-3, potential construction-related accident conditions involving the release of hazardous materials into the environment, as a result of historic uses within the project area would be reduced to less than significant levels. Although remedial processes are yet to be determined (if necessary), remediation activities could also expose construction workers and the public to a variety of potentially hazardous materials. Site remediation activities are strictly controlled by local, state, and federal requirements. Toxic or hazardous materials would be handled in strict accordance with existing regulations, thus, resulting in less than significant impacts.

Despite compliance with Mitigation Measure HAZ-3, accidental conditions may arise during construction of future projects within the project area, if unknown wastes or suspect materials are discovered. In the event the contractor discovers unknown wastes or suspect materials, which are believed to involve hazardous wastes/materials, the contractor would be required to comply with Mitigation Measure HAZ-4, which instructs the contractor on how to proceed. Compliance with HAZ-4 would reduce potential impacts involving the accidental discovery of unknown wastes or suspect materials during construction to less than significant levels.

Long-Term Operational Impacts

Due to the conceptual nature of the proposed project, the amount of hazardous materials that would be utilized as part of long-term operations cannot be predicted. The analysis examines the potential nature and magnitude of risks associated with the accidental release of hazardous materials often used during operations of typical commercial development projects.

Typical incidents that could result in accidental release of hazardous materials involve:

- Leaking storage tanks;
- Spills during transport;
- Inappropriate storage;
- Inappropriate use; and/or
- Natural disasters.

If not remediated immediately and completely, these and other types of incidents could cause contamination of soil, surface water, and groundwater, and toxic fumes. Depending on the nature and extent of the contamination, groundwater supplies could become unsuitable for use as a domestic water source. Human exposure to contaminated soil or water could have potential health effects depending on a variety of factors, including the nature of the contaminant and the degree of exposure.

Leaking Storage Tanks. Chemicals and wastes stored in aboveground or underground storage tanks would follow guidelines mandated by the Federal and State agencies. Aboveground tanks storing hazardous chemicals would have secondary containment to collect fluids that are accidentally released. Underground storage tanks and connecting piping would be double-walled and would have monitoring devices with alarms installed to constantly monitor for unauthorized releases in accordance with Federal and State standards. Applicable existing standards include the California Environmental Protection Agency's Aboveground Petroleum Storage Act, Cal/OSHA operational requirements, *California Health and Safety Code* Section 25270.7, and Fire Department regulations regarding the installation and operation of aboveground and underground tanks. These existing measures would minimize impacts to a less than significant level.

Off-Site Transport. Transportation of hazardous materials can result in accidental spills, leaks, toxic releases, fire, or explosion. The potential exists for licensed vendors to transport hazardous materials to and from the project area. Accidental releases would most likely occur along transport routes leading to and from the project site. Existing street setback requirements would minimize the direct damage that may occur from transportation-related hazardous waste spills. Additionally, the United States Department of Transportation (USDOT) Office of Hazardous Materials Safety prescribes strict regulations for the safe transportation of hazardous materials, as described in Title 49 of the Code of Federal Regulations, and implemented by Title 13 of the *CCR*. Appropriate documentation would be provided for all hazardous waste that is transported in connection with specific project-site activities, as required by existing hazardous materials regulations.

Future development associated with the proposed project would be subject to compliance with all applicable Federal, State, and local laws (including Title 49 of the *Code of Federal Regulations*) and regulations pertaining to the transport, use, disposal, handling, and storage of hazardous waste. Compliance with these regulations would reduce the likelihood and severity of accidents during transit, thereby ensuring that a less than significant impact would occur in this regard.

Storage and Handling. Hazardous materials must be stored in designated areas designed to prevent accidental release to the environment. *California Building Code* (*CBC*) requirements prescribe safe accommodations for materials that present a moderate explosion hazard, high fire or physical hazard, or health hazards. Compliance with all applicable Federal and State laws related to the storage of hazardous materials would be required to maximize containment and provide for prompt and effective clean-up, if an accidental release occurs, thereby ensuring that a less than significant impact would occur. As stated above, existing standards applying to the installation and operation of aboveground and underground storage tanks include the California Environmental Protection Agency's Aboveground Petroleum Storage Act, Cal/OSHA operational requirements, *California Health and Safety Code* Section 25270.7, and Fontana Fire Protection District regulations.

Hazardous materials use would present a slightly greater risk of accident than hazardous materials storage. However, for those employees who would work with hazardous materials, the amount of hazardous materials that are handled at any one time are generally relatively small, reducing the potential consequences of an accident during handling. The Fire Department would respond to hazardous materials incidents. Major hazardous materials accidents associated with commercial uses are infrequent and additional emergency response capabilities are not anticipated to be necessary to respond to potential incidents that could result from the proposed project. In addition, the CUPA would require that any business, where the maximum quantity of a regulated substance exceeds the specified threshold quantity, register with the County as a manager of regulated substances and prepare a Risk Management Plan. A Risk Management Plan must contain an off-site consequence analysis, a five-year accident history, an accident prevention program, an emergency response program, and a certification of the truth and accuracy of the submitted information. Businesses submit their plans to the CUPA, which makes the plans available to emergency response personnel. The Risk Management Plan must identify the type of business, location, emergency contacts, emergency procedures, mitigation plans, and chemical inventory at each location.

In summary, compliance with the established regulatory framework and recommended mitigation would ensure that potential impacts are less than significant by requiring compliance with applicable laws and regulations that would reduce the risk of hazardous materials use, transportation, and handling through the implementation of established safety practices, procedures, and reporting requirements.

Mitigation Measures:

HAZ-1 Prior to demolition and/or rehabilitation activities, an asbestos survey shall be conducted by an Asbestos Hazard Emergency Response Act (AHERA) and Cal OSHA certified building inspector to determine the presence or absence of asbestos containing-materials (ACMs). If ACMs are located, abatement of asbestos shall be completed prior to any activities that would disturb ACMs or create an airborne asbestos hazard. Asbestos removal shall be performed by a State certified asbestos containment contractor in accordance with the South Coast Air Quality Management District (SCAQMD) Rule 1403.

HAZ-2 If paint is separated from building materials (chemically or physically) during demolition of structures, the paint waste shall be evaluated independently from the building material by a qualified Environmental Professional. If lead-based paint is found, abatement shall be completed by a qualified lead specialist prior to any activities that would create lead dust or fume hazard. Lead-based paint removal and disposal shall be performed in accordance with California Code of Regulation Title 8, Section 1532.1, which specifics exposure limits, exposure monitoring and respiratory protection, and mandates good worker practices by workers exposed to lead. Contractors performing lead-based paint removal shall provide evidence of abatement activities to the City Project Engineer.

HAZ-3 A formal Phase I Environmental Site Assessment (ESA) shall be prepared on a project-by-project basis for any vacant, commercial, and industrial properties involving hazardous materials or waste. The Phase I ESA shall be prepared in accordance with ASTM Standard Practice E 1527-05 or the Standards and Practices for All Appropriate Inquiry (AAI), prior to any land acquisition, demolition, or construction activities. The Phase I ESA would identify specific Recognized Environmental Conditions (RECs), which may require further sampling/remedial activities by a qualified hazardous materials Environmental Professional with Phase II/site characterization experience prior to land acquisition, demolition, and/or construction. The Environmental Professional shall identify proper remedial activities, if necessary.

HAZ-4 If unknown wastes or suspect materials are discovered during construction by the contractor that are believed to involve hazardous waste or materials, the contractor shall comply with the following:

- Immediately cease work in the vicinity of the suspected contaminant, and remove workers and the public from the area;
- Notify the City's Project Engineer;

- Secure the area as directed by the Project Engineer; and
- Notify the implementing agency's Hazardous Waste/Materials Coordinator. The Hazardous Waste/Materials Coordinator shall advise the responsible party of further actions that shall be taken, if required.

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Less Than Significant Impact With Mitigation Incorporated. There is the potential for future development projects to be located within one-quarter mile of an existing school. As discussed above in Response 4.7.a, future development of vacant and/or underutilized sites could require remediation of existing contamination. Remediation activities, if any, would include the potential transport of hazardous materials to an approved landfill facility. Mitigation Measures HAZ-1 through HAZ-4, and compliance with applicable Federal, State, and local regulatory requirements pertaining to hazardous materials, would reduce potential impacts associated with the handling of hazardous materials during remedial activities (if any) to less than significant levels.

Future commercial developments are expected to utilize commercial products that could be considered hazardous materials. The secondary activities that would occur with residential and commercial developments (e.g., building and landscape maintenance) would also involve the use of hazardous materials. However, none of these activities would result in hazardous emissions or are considered acutely hazardous. Although the use of hazardous materials during project construction and operations has the potential to result in a health risk to the nearby school, the project is subject to compliance with provisions of the EPA, State, County, and the City of Moreno Valley related to the storage, use, and disposal of hazardous materials. As previously noted, both Federal and State governments require all businesses that handle more than a specified amount of hazardous materials to submit a business plan to a regulatory agency. A future development project's routine transport, use, and disposal of hazardous materials would be subject to a wide range of laws and regulations intended to minimize potential health risks associated with their use or accidental release. Compliance with existing regulations would reduce the risks associated with the exposure of sensitive receptors, including schools, to hazardous materials, to less than significant levels.

Mitigation Measures: Refer to Mitigation Measures HAZ-1 through HAZ-4. No additional mitigation measures are required.

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

No Impact. According to the California Department of Toxic Substances Control's EnviroStor database, the project area does not contain any sites on a list of hazardous materials sites compiled pursuant to *Government Code* Section 65962.5.[1] No impact would occur in this regard.

Mitigation Measures: No mitigation measures are required.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

No Impact. March Air Reserve Base is located southwest of the City, along Interstate 215. Located within two miles of portions of the project area, the Base is a joint-use airport operated by the March Air Reserve Base and the March Inland Port Airport Authority. The Air Force has developed an Air Installation Compatible Use Zone (AICUZ) program

[1] California Department of Toxic Substances Control, *Hazardous Waste and Substance Site List (CORTESE)*, http://www.envirostor.dtsc.ca.gov/public/mandated_reports.asp, accessed January 18, 2013.

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to promote compatible land uses in areas around the Base. The AICUZ maps areas of relative potential crashes into four categories: areas on or adjacent to the runway; areas within the clear zone; Accident Potential Zone (APZ) 1 and APZ II. The AICUZ establishes land use limitations within each of these areas.

General Plan EIR Figure 5.5-3, City Areas Affected by Aircraft Hazard Zones, identifies areas of the City located within one of the four AICUZ categories. Existing City zoning regulations limit development within the air crash hazard areas in accordance with the AICUZ program. The project area is not located within areas identified as being affected by aircraft hazards. Thus, future development within the project area would not result in safety hazards for people residing or working in the project area. No impact would occur in this regard.

Mitigation Measures: No mitigation measures are required.

f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?

No Impact. The project area is not located within the vicinity of a private airstrip; thus, the proposed project would not result in a safety hazard for people residing or working in the project area. No impact would occur in this regard.

Mitigation Measures: No mitigation measures are required.

g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Less Than Significant Impact. The City's *Emergency Operations Plan* (EOP) (July 2006) provides guidance for the City's response to extraordinary emergency situations associated with natural, man-made and technological disasters. The EOP has been developed in accordance with the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS). The City's Emergency Operations Center (EOC), located within the Public Safety Building, is a centralized location where emergency response actions can be managed and resource allocations and responses can be tracked and coordinated with the field, operational area, and State. The City has capabilities for an Alternative EOC located within the City Council Chambers, Conference and Recreation Center, or Senior Center.

The EOP identifies responsible agencies, emergency action checklists for hazard-specific responses, and operational data, including listings of resources, key personnel, and essential facilities. The unpredictability of the impact of any disaster on existing streets and highways makes evacuation route designation difficult. Although the routes to be used for an evacuation would depend upon the location of the incident, assuming major streets and freeways are functional, generally the routes would include major arterials and regional routes.

The proposed project anticipates the construction of residential and non-residential uses on parcels that are currently vacant and/or underutilized within the project area. Due to the conceptual nature of the future development, proposals would be analyzed individually in order to address changes in traffic patterns and circulation. As conditions for approval, each project would be required to meet all County Fire Department standards and regulations pertaining to emergency response access and evacuation procedures. With the City's continued implementation of the EOP, and upon compliance with Fire Department guidelines, it is anticipated that future development anticipated by the proposed project would not physically interfere with an adopted emergency response plan or emergency evacuation plan.

Mitigation Measures: No mitigation measures are required.

h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

No Impact. The City of Moreno Valley is subject to wildland fires. The City's *Local Hazard Mitigation Plan* (October 4, 2011) provides a detailed assessment of wildland fire risks within the City. Figure 5.5-2, Moreno Valley High Fire Area Map, identifies areas of the City located with high fire hazard areas. The project area is not located within a High Fire Hazard Area. Thus, future development within the project area would not expose people or structures to significant impacts associated with wildland fires. No impacts would occur in this regard.

Mitigation Measures: No mitigation measures are required.

4.9 HYDROLOGY AND WATER QUALITY

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Violate any water quality standards or waste discharge requirements?			✓	
b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			✓	
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?			✓	
d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?		✓		
e. Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?		✓		
f. Otherwise substantially degrade water quality?			✓	
g. Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?		✓		
h. Place within a 100-year flood hazard area structures which would impede or redirect flood flows?		✓		
i. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				✓
j. Inundation by seiche, tsunami, or mudflow?				✓

a) Violate any water quality standards or waste discharge requirements?

Less Than Significant Impact. As part of Section 402 of the Clean Water Act, the U.S. Environmental Protection Agency (EPA) has established regulations under the National Pollution Discharge Elimination System (NPDES) program to control direct storm water discharges. In California, the State Water Resources Control Board (SWRCB) administers the NPDES permitting program and is responsible for developing NPDES permitting requirements. The NPDES program regulates industrial pollutant discharges, which include construction activities. The SWRCB works in coordination with the Regional Water Quality Control Boards (RWQCB) to preserve, protect, enhance, and restore water quality. The City is located in the jurisdiction of the Santa Ana RWQCB.

General Plan Conservation Element, Objectives 7.1 and 7.2 and their associated policies are included to limit potential water quality impacts to surface water and groundwater resources. *General Plan* Policy 7.2.2 requires all projects to comply with the discharge permit requirements of the Regional Water Quality Control Board.

Short-Term Construction. Construction controls are separated from other water quality management because the measures are temporary and specific to the type of construction. Construction of future development projects within the project area has the potential to produce typical pollutants such as nutrients, heavy metals, pesticides and herbicides, toxic chemicals related to construction and cleaning, waste materials including wash water, paints, wood, paper, concrete, food containers and sanitary wastes, fuel, and lubricants. Generally, standard safety precautions for handling and storing construction materials can adequately reduce the potential pollution of stormwater by these materials. These types of standard procedures can be extended to non-hazardous stormwater pollutants such as sawdust, concrete washout, and other wastes.

In addition, grading activities can greatly increase erosion processes, leading to impacts on storm drains and sediment loading to storm runoff flows. Two general strategies are recommended to prevent soil materials from entering local storm drains. First, erosion control procedures should be implemented for those areas that must be exposed, and secondly, any development site should be secured to control off-site transport of pollutants.

Future development within the project area could impact water quality resulting in a significant impact. However, future development within the project area would be required to comply with the NPDES permit program. To obtain authorization for discharges of stormwater from construction sites, a Construction General Permit (99-08-DWQ, Effective July 1, 2010) must be obtained for large and small construction activities that result in a total land disturbance of equal to or greater than one acre. Permit coverage is required from the "commencement of construction activities" until "final stabilization." The goal of this permit is to minimize the discharge of stormwater pollutants from construction activity.

To comply with the NPDES requirements, a Notice of Intent (NOI) would need to be prepared and submitted to the California State Water Resources Control Board providing notification and intent to comply with the State of California general permit. Prior to construction, a Storm Water Pollution Prevention Plan (SWPPP) is required for the construction activities on-site. A copy of the SWPPP must be available and implemented at the construction site at all times. The SWPPP outlines the source control and/or treatment control BMPs that would avoid or mitigate runoff pollutants at the construction site. The latest permit is a risk based permit with permit requirements increasing with increasing risk. Each project would be required to assess their risk level prior the development of the SWPPP document. BMPs are identified in the California Stormwater Best Management Practice Handbook - Construction Activity.

Individual development projects would be required to comply with *Municipal Code* Section 8.21.170, National Pollutant Discharge Elimination System (NPDES), which is consistent with the NPDES requirements, including implementation of appropriate BMPs to control stormwater runoff so as to prevent any deterioration of water quality. Following compliance with the City's *General Plan* and requirements of the NPDES and the *Municipal Code*, project implementation would not violate any water quality standards or waste discharge requirements associated with short-term construction activities. Impacts would be less than significant in this regard.

Long-Term Operations. The Municipal Storm Water Permitting Program regulates storm water discharges from municipal separate storm sewer systems (MS4s). MS4 permits were issued in two phases: Under Phase I, for medium (serving between 100,000 and 250,000 people) and large (serving 250,000 people) municipalities, and Phase II, for smaller municipalities. Under Phase I, the RWQCB have adopted NPDES storm water permits for medium and large municipalities, most of which are issued to a group of co-permittees encompassing an entire metropolitan area. The MS4 permits require the discharger to develop and implement a Storm Water Management Plan/Program with the goal of reducing the discharge of pollutants to the maximum extent practicable (MEP). MEP is the performance standard specified in Section 402(p) of the Clean Water Act. The management programs specify what BMPs would be used to address certain program areas.

On January 29, 2010, the Santa Ana RWQCB issued municipal storm water NPDES permit (Order No. R8-2010-0033) to the County of Riverside, including the City of Moreno Valley as Co-Permittee of Riverside County. The newly adopted permit requires the Permittees to update the existing Riverside County Drainage Area Management Plan (DAMP) and incorporate new Low Impact Development (LID) principles and address hydromodification.

Individual developments within the City of Moreno Valley would be required to adhere to the updated DAMP (New Development/Significant Redevelopment Program (Section G) of the Permit), which fulfills the requirements of the Santa Ana Regional Water Quality Board Municipal NPDES Stormwater permit, Order No. R8-2010-0011.

Significant Redevelopment and New Development require the preparation, approval, and implementation of a project-specific Water Quality Management Plan (WQMP). Significant Redevelopment is defined as the addition or creation of 5,000 or more square feet of impervious surface on an existing developed site. Where Significant Redevelopment results in less than a 50 percent increase in existing impervious surfaces, and the existing development site obtained land use approvals before the adoption of the WQMP, the WQMP applies only to the addition and not the entire site. If the redevelopment results in more than a 50 percent increase in impervious area, then a WQMP is required for the entire site. Mitigation for water quality impacts would be required on a project-by-project basis. The new permit would require additional LID measures that address Hydrologic Conditions of Concerns, which would be required on priority projects in addition to identified BMPs.

Future development projects would be required to prepare a WQMP, which would be specific to the expected pollutants that would be present in the stormwater flow from the project site after completion of construction. The WQMP would be required to include site design, source control, and treatment control BMPs to address the specific pollutants anticipated from the project and project site, and would detail the specific operation and maintenance of each BMP. Compliance with an approved Water Quality Management Plan or current analysis/reporting requirements would be a condition of any required planning approval and all additional required items as indicated by the Department of Public Works at the time of submittal.

Following compliance with the City's *General Plan* and requirements of the NPDES and City's *Municipal Code*, project implementation would not violate any water quality standards or waste discharge requirements associated with long-term operations. Impacts would be less than significant in this regard.

Mitigation Measures: No mitigation measures are required.

b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?

Less Than Significant Impact. The project area is located within the Perris North Groundwater Basin. Groundwater depth ranges from approximately 100 feet to 150 feet below ground surface. There are currently few domestic uses for groundwater in the watershed as the City primarily relies upon imported water.

Future development within the project area would occur on vacant and/or underutilized land, potentially depleting the amount of water that would infiltrate to the groundwater table. The *General Plan EIR* determined that potential impacts to groundwater supplies would be less than significant as domestic water supplies are not reliant on groundwater as a primary source. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified. Impacts would be less than significant in this regard.

Mitigation Measures: No mitigation measures are required.

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?

Less Than Significant Impact. Future development within the project area would occur on vacant and/or underutilized land, altering the existing drainage pattern of the site or area. Localized alterations to the existing drainage patterns of the development sites could occur due to project-related grading and increases in the amount of impermeable surfaces on the respective sites from structures and other improvements (i.e., parking lots, driveways, and other hardscapes). The *General Plan EIR* determined that potential drainage impacts would be less than significant with implementation of recommended mitigation (Mitigation Measures HW1 through HW3, Policies 5.4.2, 6.2.5, and 7.2.2, respectively). Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified.

The project area is primarily developed and/or surrounded by existing development. The proposed project is not anticipated to substantially alter the existing drainage pattern of the site, resulting in substantial erosion or siltation on- or off-site or alter the course of a stream or river. Due to the conceptual nature of future development, site specific proposals would require individual assessments of potential drainage impacts associated with the specific site development. Soil disturbance would temporarily occur during project construction due to earth-moving activities such as excavation and trenching for foundations and utilities, soil compaction and moving, cut and fill activities, and grading. Disturbed soils would be susceptible to high rates of erosion from wind and rain, resulting in sediment transport via stormwater runoff from the project sites. Future development projects would be subject to compliance with the requirements set forth in the NPDES Storm Water General Construction Permit for construction activities; refer to Response 4.9.a. Compliance with the NPDES, including preparation of a SWPPP would reduce the volume of sediment-laden runoff discharging from individual sites. Therefore, project implementation would not substantially alter the existing drainage pattern of the site such that substantial erosion or siltation would occur. Impacts would be reduced to a less than significant level.

Mitigation Measures: No mitigation measures are required.

d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?

Less Than Significant Impact With Mitigation Incorporated. Future development within the project area would occur on vacant and/or underutilized land, altering the existing drainage pattern of the site or area. Localized alterations to the existing drainage patterns of the development sites could occur due to project-related grading and increases in the amount of impermeable surfaces on the respective sites from structures and other improvements (i.e., parking lots, driveways, and other hardscapes). The *General Plan EIR* determined that potential drainage impacts would be less than significant with implementation of recommended mitigation. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified.

Increases in storm runoff could exceed the capacity of the existing drainage system, potentially creating localized flooding. Storm runoff would be augmented by nuisance water flows from development, further contributing to street flooding. The anticipated development would increase the demands on the City's drainage system. In general, the development would increase impervious (paved) surfaces, thus, reducing the amount of water that would normally infiltrate into the soil. Due to the conceptual nature of future development, site-specific proposals would require

individual assessments of potential drainage impacts associated with the specific site development. *General Plan* Policy 6.2.5 requires all components of the City's storm drain system to conform to Riverside County Flood Control and Water Conservation District master drainage plans and the requirements of the Federal Emergency Management Agency (*General Plan EIR* Mitigation Measure HW-2). As part of *General Plan EIR* Mitigation Measure HW2, drainage facilities would be designed and constructed with sufficient capacity to safely convey additional stormwater flows. Thus, compliance with the *Moreno Valley Municipal Code* and Mitigation Measure HW-1 would ensure that drainage system capacity impacts are reduced to a less than significant level.

Mitigation Measures:

HW-1 All components of the City's storm drain system shall conform to Riverside County Flood Control and Water Conservation District master drainage plans and the requirements of the Federal Emergency Management Agency.

(Source: *General Plan EIR* Mitigation Measure HW2)

e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

Less Than Significant Impact With Mitigation Incorporated. Refer to Responses 4.8.a. and 4.8.d.

Mitigation Measures: Refer to Mitigation Measure HW-1. No additional mitigation measures are required.

f) Otherwise substantially degrade water quality?

Less Than Significant Impact. Refer to Response 4.8.a.

Mitigation Measures: No mitigation measures are required.

g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?

Less Than Significant Impact With Mitigation Incorporated. General Plan Figure 6-4, Flood Hazards, identifies areas of the City within the 100-year flood zone. A small area within the project between Elsworth and Frederick Streets, north of Alessandro Boulevard is identified as being within the 100-year flood zone with no base flood elevation determined.

The *General Plan EIR* determined that potential impacts associated with future development within the 100-year flood hazard area would be less than significant with implementation of mitigation. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified.

Future development within the 100-year flood hazard area would be required to design and construct drainage facilities with sufficient capacity to safely convey stormwater flows and ensure that no habitable structure would be placed within a 100-year floodplain as shown on the FEMA Insurance Rate Maps consistent with *General Plan* Policy 6.2.5 (*General Plan EIR* Mitigation Measure HW2). Compliance with Mitigation Measure HW-1 would reduce potential impacts to a less than significant level.

Mitigation Measures: Refer to Mitigation Measure HW-1. No additional mitigation measures are required.

h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?

Less Than Significant Impact With Mitigation Incorporated. Refer to Response 4.9.g.

Mitigation Measures: Refer to Mitigation Measure HW-1. No additional mitigation measures are required.

i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?

No Impact. *General Plan* Figure 6-4, Flood Hazards, identifies areas of the City located within a dam inundation area. The project area is not identified as being located within a potential inundation area due to failure of the Lake Perris Dam. No impact would occur in this regard.

Mitigation Measures: No mitigation measures are required.

j) Inundation by seiche, tsunami, or mudflow?

No Impact. A seiche is an oscillation of a body of water in an enclosed or semi-enclosed basin, such as a reservoir, harbor, lake, or storage tank. A tsunami is a great sea wave, commonly referred to as a tidal wave, produced by a significant undersea disturbance such as tectonic displacement of a sea floor associated with large, shallow earthquakes. Mudflows result from the downslope movement of soil and/or rock under the influence of gravity.

Housing Element Calculation 4 Area and the CC rezone site are located approximately 2.5 miles northwest of Lake Perris. Due to the distance from the project area and intervening landscape, a seiche associated with Lake Perris would not impact the project area. Additionally, the project area is not located within proximity to the ocean and therefore, would not be subject to tsunami impacts. The project area and surrounding areas are relatively flat and the project area is not positioned directly downslope from an area of potential mudflow. No impacts would occur in this regard.

Mitigation Measures: No mitigation measures are required.

4.10 LAND USE AND PLANNING

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Physically divide an established community?				✓
b. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?			✓	
c. Conflict with any applicable habitat conservation plan or natural community conservation plan?			✓	

a) Physically divide an established community?

No Impact. The proposed project would create Mixed-Use Overlay Districts to implement the Vision Plan for the Alessandro Boulevard Corridor and increase the maximum permitted density to 30 dwelling units per acre in specified areas of the City and Housing Element Calculation 4 Area, while adding commercial square footage on the CC rezone site. Future development and improvements would primarily occur within the Alessandro Boulevard Corridor, with the exception of the Housing Element Calculation 4 Area and the CC rezone site, which are located in the southwestern portion of the City. Within the Alessandro Boulevard corridor, future development would replace vacant and/or underutilized lands with residential and non-residential uses and would involve the redevelopment/reuse of existing developed sites. However, these sites are within developed areas of the City. Implementation of the proposed project would facilitate well-designed mixed-use, development projects that are consistent and compatible with existing neighborhoods and commercial areas and would encourage the development of a unique district character that would provide better connectivity and compatibility of uses throughout the corridor. Future development of Housing Element Calculation 4 Area and the CC rezone site with residential and commercial uses would be consistent with existing residential and intuitional uses within the area. Thus, project implementation would not physically divide an established community or lessen access to community amenities.

Mitigation Measures: No mitigation measures are required.

b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

Less Than Significant Impact. The City's General Plan and Zoning Districts currently allow for residential development at a maximum density of 30 dwelling units per acre. Project implementation would amend the General Plan Land Use and Zoning Maps to designate specific parcels for the Residential: Maximum 30 dwelling units per acre designation consistent with the Housing Element Objective 8.13, in compliance with State housing element law and specifically the Regional Housing Needs Assessment (RHNA). The Housing Element includes the following Policy and Program to provide opportunities for higher-density residential development:

Policy 8.13.1: Designate land appropriately zoned for the development of higher density housing.

Program 8.24: Process General Plan Amendment to apply R-30 zoning to designated sites or alternative sites of equivalent acreage.

Project implementation would allow for additional residential development within the project area when compared to the residential development potential allowed under the current General Plan designations. However, development within the project area was anticipated by the *General Plan* and development would be consistent with overall *General Plan* growth projections. Project implementation would allow for the future development of 3,560 residential units within Housing Element Calculation 3, 4, and 5 Areas. The proposed changes in land use and zoning are considered a less than significant impact given that they are necessary in order to meet the City's allocated RHNA needs and the overall growth was anticipated in the *General Plan*.

The proposed Mixed-Use Overlay Districts would implement the Vision Plan for the Alessandro Boulevard Corridor. The Zoning Map would be amended to include the Mixed-Use Overlay classifications and the Zoning code would be amended to add new chapters and revise existing sections and chapters to address the new Mixed-Use Overlay Districts. The Mixed-Use Overlay Districts would allow for a mix of residential and non-residential development, allowing for the future development of 6,375 new residential units and 931,858 square feet of commercial uses. The Mixed-Use Overlay Districts would provide regulations to implement the goals and policies of the *General Plan*, the Alessandro Boulevard Corridor Vision Plan, and other similar long-range planning documents aimed at encouraging mixed-use development within the City.

The Housing Element Calculation 4 Area would allow for the future development of 913 new residential units, while the CC rezone site would convert 21.74 acres from a General Plan Designation of R5 to Commercial with a proposed 236,750 square feet of commercial space; a zone change would also be processed. This newly created commercial acreage could provide amenities to existing and future residents in the area and would also complement the commercial center located at the intersection of Iris Avenue and Perris Boulevard. The proposed commercial designation is also consistent with adjacent General Plan Commercial land use designations at the intersection of Iris Avenue and Perris Boulevard. Thus, impacts would be less than significant in this regard.

Mitigation Measures: No mitigation measures are required.

c) Conflict with any applicable habitat conservation plan or natural community conservation plan?

Less Than Significant Impact. Refer to Response 4.4.f.

Mitigation Measures: No mitigation measures are required.

4.11 MINERAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				✓
b. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				✓

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

No Impact. According to the *General Plan EIR*, no regionally or statewide significant mineral resources are located within the General Plan planning area. Thus, implementation of the proposed project would not result in the loss of availability of a significant mineral resource, and no impact to mineral resources would occur.

Mitigation Measures: No mitigation measures are required.

b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

No Impact. There are no mineral resources located within the City and the City's General Plan Land Use Map does not designate any land for mineral resources. The proposed project would not result in the loss of availability of a locally-important mineral resource recovery site. No impacts would occur in this regard.

Mitigation Measures: No mitigation measures are required.

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4.12 NOISE

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?		✓		
b. Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?		✓		
c. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?		✓		
d. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?		✓		
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?		✓		
f. For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?		✓		

The following analysis has been tiered from Section 5.4, Noise, of the *City of Moreno Valley General Plan Final Program Environmental Impact Report* (*General Plan EIR*), adopted in July 2006.

a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Less Than Significant Impact With Mitigation Incorporated.

Construction

According to the *General Plan EIR*, implementation of the General Plan would result in additional development which would generate noise during construction activities. The *General Plan EIR* states that construction would result in noise levels ranging from 70 dBA to 105 dBA at a distance of 50 feet. Although construction activities will result in a noise impact at such locations, this impact will be short-term and will cease upon completion of construction. The temporary nature of the impact in conjunction with existing city regulations on hours of operation will lessen the potential of a significant impact due to construction noise. However, noise sensitive land use located adjacent to construction sites may be significantly impacted by future construction in the planning area as a result of groundborne noise levels and vibration, noise levels that exceed existing standards, and excessive temporary or periodic increases in the ambient noise level. *General Plan EIR* Mitigation Measures N5 and N10 will reduce these impacts to a level less than significant.

Construction associated with the proposed project would likely result in exposure of persons to or generation of noise levels in excess of standards established in the *General Plan* or *Noise Ordinance*. Project implementation would be consistent with the analysis and conclusions presented in the *General Plan EIR*, and future development projects would be required to implement *General Plan EIR* Mitigation Measures N5 and N10 (restated as Mitigation Measures

NOI-2 and NOI-6 below) which limit construction activities and associated noise impacts. Therefore, potential impacts were fully analyzed in the *General Plan EIR* and no new or different impacts would result from the proposed project. Thus, with mitigation and compliance with the Noise Ordinance, project implementation would result in a less than significant impact involving the exposure of persons to or generation of construction-related noise levels.

Vehicular Operations

The *General Plan EIR* indicates that future development would generate additional traffic that will increase noise levels along roadways. According to the *General Plan EIR*, sections of Alessandro Boulevard would generate noise levels in excess of 75 dBA at 50 feet from the roadway. This is considered to be a significant impact, as these noise levels would result in a permanent increase in the ambient noise levels. The *General Plan EIR* concluded that implementation of Mitigation Measures N1, N2, N6, N7, and N9 would reduce mobile source noise impacts to less than significant levels.

According to the *Alessandro Boulevard Corridor Implementation Project Traffic Impact Analysis*, the proposed project would generate a net increase of approximately 45,915 average daily trips (ADT). These additional trips would result in elevated traffic noise levels along Alessandro Boulevard and other roadways within the project vicinity. The additional traffic and associated traffic noise generated by the proposed project has been considered in the *General Plan EIR*. Therefore, it is anticipated that project implementation would result in noise levels in excess of 75 dBA at 50 feet from Alessandro Boulevard, and would result in a permanent increase in the ambient noise levels. Therefore, with implementation of *General Plan EIR* Mitigation Measures N6, N7, and N9 (restated as Mitigation Measures NOI-3 through NOI-5 below) would reduce project-related mobile source noise impacts to less than significant levels by minimizing truck noise, requiring insulation for residential uses, and complying with Title 24 building standards. Note that *General Plan EIR* Mitigation Measures N1 and N2 do not apply to the proposed project, as they are specific to single-family residential uses and residential uses along SR-60, which are not proposed as part of the project.

Stationary Source Operations

The *General Plan EIR* states that *General Plan* implementation may result in excessive noise generated by non-residential projects (i.e., industrial uses, commercial uses, restaurants, and bars). The *General Plan EIR* considers these stationary noise sources to be potentially significant due to the proximity of residents and other sensitive land uses. The *General Plan EIR* requires acoustical analyses to be conducted for projects that could potentially affect residential and other sensitive uses. The *General Plan EIR* concluded that impacts would be reduced to less than significant levels with implementation of *General Plan EIR* Mitigation Measures N4, N7, and N9.

The proposed project would allow for the development of 1,168,608 square feet of commercial uses throughout the corridor. Specific commercial uses to be constructed are not known at this level of planning. However, it is anticipated that some commercial uses could result in substantial noise impacts to adjacent sensitive receptors. Therefore, the proposed project would be required to implement *General Plan EIR* Mitigation Measures N4, N7, and N9 (restated as Mitigation Measures NOI-1, NOI-4, and NOI-5 below), which would reduce noise impacts by evaluating commercial and industrial activities, requiring insulation for residential uses, and complying with Title 24 building standards. Thus, the proposed project would be consistent with the *General Plan EIR* and would not result in new or additional impacts.

Mitigation Measures:

NOI-1 New commercial and industrial activities (including the placement of mechanical equipment) shall be evaluated and designed to mitigate noise impacts on adjacent uses.

(Source: *General Plan EIR* Mitigation Measure N4, *General Plan* Policy 6.5.1)

NOI-2 Construction activities shall be operated in a manner that limits noise impacts on surrounding uses.

(Source: *General Plan EIR* Mitigation Measure N5, *General Plan* Policy 6.5.2)

NOI-3 The City shall reevaluate designated truck routes in terms of noise impact on existing land uses to determine if those established routes and the hours of their use should be adjusted to minimize exposure to truck noise.

(Source: *General Plan EIR* Mitigation Measure N6, *General Plan* Program 6-3)

NOI-4 The following uses shall require mitigation to reduce noise exposure where current or future exterior noise levels exceed 20 CNEL above the desired interior noise level:

a. New single-family and multiple-family residential buildings shall be insulated to achieve an interior noise level of 45 CNEL or less. Such buildings shall include sound-insulating windows, walls, roofs, and ventilation systems. Sound barriers shall also be installed (e.g. masonry walls or walls with berms) between single-family residences and major roadways.
b. New libraries, hospitals, and extended medical care facilities, places of worship and office uses shall be insulated to achieve interior noise levels of 50 CNEL or less.
c. New schools shall be insulated to achieve interior noise levels of 45 CNEL or less.

(Source: *General Plan EIR* Mitigation Measure N7, *General Plan* Policy 6.3.1)

NOI-5 The City shall enforce the California Administrative Code, Title 24 noise insulation standards for new multi-family housing developments, motels, and hotels.

(Source: *General Plan EIR* Mitigation Measure N9, *General Plan* Policy 6.3.5)

NOI-6 Building construction shall be prohibited between 8:00 p.m. and 6:00 a.m. during the week and 8:00 p.m. and 7:00 a.m. weekends and holidays.

(Source: *General Plan EIR* Mitigation Measure N10, *General Plan* Policy 6.3.6)

b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?

Less Than Significant Impact With Mitigation Incorporated. As discussed in Response 4.12.a, the *General Plan EIR* concluded that noise sensitive land uses located adjacent to construction sites may be significantly impacted by future construction as a result of groundborne noise levels and vibration. The *General Plan EIR* Mitigation Measures N5 and N10 were identified to reduce these impacts to a level less than significant.

The proposed project would also result in construction activities adjacent to sensitive receptors that result in excess groundborne noise levels and vibration. However, the proposed project would implement *General Plan EIR* Mitigation Measures N5 and N10 (restated as Mitigation Measures NOI-2 and NOI-5 above). Therefore, impacts would be reduced to less than significant levels and the proposed project would not result in any new or different impacts than those previously analyzed in the General *Plan EIR*.

Mitigation Measures: Refer to Mitigation Measures NOI-2 and NOI-6. No additional mitigation measures are required.

c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

Less Than Significant Impact With Mitigation Incorporated. Refer to Response 4.12.a.

Mitigation Measures: Refer to Mitigation Measures NOI-1 and NOI-3 through NOI-5. No additional mitigation measures are required.

d) Result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above the levels existing without the project?

Less Than Significant Impact With Mitigation Incorporated. Refer to Response 4.12.a.

Mitigation Measures: Refer to Mitigation Measures NOI-2 and NOI-6. No additional mitigation measures are required.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

Less Than Significant Impact With Mitigation Incorporated. Small portions of the southwestern portion of the City are located within the 75, 65, and 60 CNEL noise contour impact areas of the March Reserve Air Base. Uses within those contours are acceptable or conditionally acceptable. To ensure that "conditionally acceptable" land uses are properly designed to avoid significant noise impacts associated with aircraft operations, *General Plan EIR* Mitigation Measures N3 and N8 are proposed. The *General Plan EIR* concluded that implementation of these measures will reduce the impact associated with aircraft operations to a level less than significant.

A portion of the westernmost area of the project area is located within the 60 and 65 CNEL contours. The proposed project would implement *General Plan EIR* Mitigation Measure N3 (Mitigation Measure NOI-7) to ensure less than significant impacts by discouraging residential development within the 65 CNEL contour area. Thus, the proposed project would be consistent with the *General Plan EIR* and would not result in new or additional impacts beyond those previously analyzed. Note that *General Plan EIR* Mitigation Measures N8 does not apply to the proposed project, as the project corridor is not located within the 70 CNEL contour.

Mitigation Measures:

NOI-7 Discourage residential uses where current or projected exterior noise due to aircraft over flights will exceed 65 CNEL.

(Source: *General Plan EIR* Mitigation Measure N3, Policy 6.3.2)

f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?

Less Than Significant Impact With Mitigation Incorporated. Refer to Response 4.12.e.

Mitigation Measures: Refer to Mitigation Measure NOI-7. No additional mitigation measures are required.

4.13 POPULATION AND HOUSING

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			✓	
b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?			✓	
c. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?			✓	

a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

Less Than Significant Impact. A project could induce population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure). Implementation of the proposed project would not induce direct population growth in the City, because the project does not propose site-specific development. However, implementation of the proposed project is intended to accommodate and encourage housing development, in order to meet an existing and projected housing need as established through the Regional Housing Needs Assessment (RHNA) process. The State of California Department of Finance is responsible for developing the total State-wide new housing demand projection. With the State Department of Housing and Community Development, this demand is apportioned to each of the State's regions. The Southern California Association of Governments (SCAG) is responsible for allocating the region's projected new housing demand in each of its member jurisdictions through the RHNA process. The allocation takes into account factors such as market demand for housing, employment opportunities, the availability of suitable sites and public facilities, commuting patterns, type, and tenure of housing need, and others. The Housing Element contains policies and implementation programs that provide for housing development to accommodate the City's share of the regional housing need as identified in the RHNA prepared by SCAG.

The proposed project anticipates a net increase of 7,160 residential units within the project area. Assuming 100 percent occupancy and 3.783 persons per household[1], the population growth associated with the proposed project would be approximately 27,087 persons. This potential population growth would represent an increase of approximately 13.8 percent over the City's 2012 population estimate of 196,495 persons.

The *General Plan EIR* determined that implementation of the *General Plan* would not induce substantial population growth and impacts would be less than significant. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified.

[1] State of California, Department of Finance, *E-5 Population and Housing Estimates for Cities, Counties, and the State, 2011 and 2012, with 2010 Benchmark*. Sacramento, California, May 2012.

The *General Plan* anticipates an additional 41,179 dwelling units and increase in population of 161,133 persons over existing conditions. Implementation of the proposed project would represent approximately 17.4 percent of the anticipated housing growth and 16.8 percent of the anticipated population growth identified by the *General Plan*.

Potential growth inducing impacts are also assessed based on a project's consistency with adopted plans that have addressed growth management from a local and regional standpoint. SCAG is the responsible agency for developing and adopting regional housing, population, and employment growth forecasts for local governments. SCAG's six-county region is organized into 14 subregions. The City of Moreno Valley is located within the Western Riverside Council of Governments (WRCOG) subregion.

SCAG's 2035 forecast population for the City of Moreno Valley is 255,200 persons, representing a population growth of approximately 111,187 persons (approximately 77 percent) over existing conditions. Thus, project implementation would be consistent with the growth anticipated for the City by SCAG.

In consideration of the project's consistency with SCAG's growth projections and the RHNA's underlying objective to provide the City's fair share of additional housing, and since the proposed project's growth forecast would not exceed the City's *General Plan* forecasts, the proposed project is consistent with the *General Plan*. A less than significant impact would occur in this regard.

Mitigation Measures: No mitigation measures are required.

b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

Less Than Significant Impact. The proposed project anticipates that future development would be accommodated within vacant and/or underutilized land. Project implementation would involve the removal of approximately 46 single-family dwellings. Therefore, future development on underutilized sites could displace existing housing and people, although, it is not anticipated to occur in substantial amounts. Further, the transition of uses from single-family to multi-family and/or non-residential uses would be based on market conditions and would occur over time, given that the project does not propose to acquire these existing residential properties through eminent domain. It is anticipated that existing and future residential development would provide adequate replacement housing within the community. Impacts relative to the displacement of existing housing are considered to be less than significant.

Mitigation Measures: No mitigation measures are required.

c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

Less Than Significant Impact. Refer to Response 4.12.b.

Mitigation Measures: No mitigation measures are required.

4.14 PUBLIC SERVICES

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
1) Fire protection?			✓	
2) Police protection?			✓	
3) Schools?			✓	
4) Parks?			✓	
5) Other public facilities?			✓	

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

1) Fire protection?

Less Than Significant Impact. The City of Moreno Valley contracts with the Riverside County Fire Department to provide fire protection, fire prevention, and emergency services to its residents. The Department consists of a Fire Prevention and Administration Bureau located in the Public Safety Building at 22850 Calle San Juan de Los Lagos in the City of Moreno Valley's Civic Center and six fire stations throughout the community.

The *General Plan EIR* determined that potential impacts to fire protection services would be less than significant. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified.

The City's *General Plan* includes the following Objective and Policies to ensure adequate facilities and services, including fire protection, are provided.

Objective 2.14: Establish and implement comprehensive solutions to the financing of public facilities that adequately distribute costs based on the level of benefit received and the timing of development.

Policy 2.14.1: Conduct periodic review of public facilities impact mitigation fees in accordance with state statutes to ensure that the charges are consistent with the costs of improvements. Utilize the service and mitigation standards contained in the Moreno Valley General Plan as the basis for determining improvement costs.

Policy 2.14.2: Promote the establishment of benefit assessment districts, Mello-Roos Community Facilities Districts, tax increment financing, and other financing mechanisms in combination with programmed capital

improvements to eliminate existing public service and facility gaps, and to provide necessary facilities in advance of the impacts created by development.

Policy 2.14.3: Review development projects for their impacts on public services and facilities including, but not necessarily limited to, roadways, water, sewer, fire, police, parks, and libraries and require public services or facilities to be provided at the standards outlined in the Moreno Valley General Plan and the standards of applicable service agencies.

Future development associated with implementation of the proposed project would increase the demand for fire protection services and may require improvements to existing facilities or increases in staffing and equipment. The environmental impacts associated with the provision of new or physically altered fire protection facilities would depend upon the location and nature of the proposed facilities, and would undergo separate environmental review pursuant to CEQA.

Due to the conceptual nature of future development, site-specific proposals would require individual assessments of potential impacts to fire protection services. The Riverside County Fire Department would review and comment on each individual site plan submitted, prior to approval. As part of the review, the Riverside County Fire Department would impose standard conditions of approval, including recommending mitigation, which would ensure that individual project impacts on fire protection services are reduced to a less than significant level. Additionally, residential and non-residential developments would be required to pay fire facilities development impact fees in accordance with the *Municipal Code*. Chapter 3.38.060, Fire facilities residential development impact fees, and Chapter 3.42.060, Fire facilities commercial and industrial development impact fees, require development projects to pay development impact fees for the purpose of acquiring, designing, constructing, improving, providing and maintaining fire services facilities provided for in the City's *General Plan* and its adopted Capital Improvement Program.

Implementation of *General Plan* Objectives and Policies related to fire protection, adherence to all standards and conditions, and payment of applicable fees would reduce potential impacts to fire protection services and facilities to a less than significant level.

Mitigation Measures: No mitigation measures are required.

2) Police protection?

Less Than Significant Impact. The City of Moreno Valley Police Department provides law enforcement services and coordinates the overall operations of the Police Department including patrol, traffic enforcement, crime prevention, detective unit, and special enforcement. The Police Department is located in the Public Safety Building at 22850 Calle San Juan de Los Lagos in the City of Moreno Valley's Civic Center. The department also uses satellite offices in strategic locations throughout the City.

The *General Plan EIR* determined that potential impacts to police protection services would be less than significant. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified.

The City's *General Plan* includes Objectives 2.14 and Policies 2.14.1, 2.14.2, and 2.14.3 to ensure adequate facilities and services, including police protection, are provided.

Future development associated with implementation of the proposed project would increase the demand for police protection services and may require improvements to existing facilities or increases in staffing and equipment. The environmental impacts associated with the provision of new or physically altered police protection facilities would

depend upon the location and nature of the proposed facilities, and would undergo separate environmental review pursuant to CEQA.

Due to the conceptual nature of future development, site-specific proposals would require individual assessments of potential impacts to police protection services. Future development projects would be reviewed by the Police Department and would be required to adhere to all standards and conditions. Additionally, residential and non-residential developments would be required to pay police facilities development impact fees in accordance with the *Municipal Code*. Chapter 3.38.070, Police facilities residential development impact fees, and Chapter 3.42.070, Police facilities commercial and industrial development impact fees, require development projects to pay development impact fees for the purpose of acquiring, designing, constructing, improving, providing and maintaining police services facilities provided for in the City's *General Plan* and its adopted Capital Improvement Program.

Implementation of *General Plan* Objectives and Policies related to police protection, adherence to all standards and conditions, and payment of applicable fees would reduce potential impacts to police protection services and facilities to a less than significant level.

Mitigation Measures: No mitigation measures are required.

3) Schools?

Less Than Significant Impact. The project area, with the exception of Housing Element Calculation 4 Area, is located within the Moreno Valley Unified School District. Housing Element Calculation 4 Area is located within the Val Verde School District.

The *General Plan EIR* determined that potential impacts to schools would be less than significant. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified.

Future development of residential units would increase the City's student population, and may require new school facilities and/or improvements to existing facilities. The degree of impacts to schools would depend upon the size and location of the residential development and the existing condition of the school facilities serving the area. The environmental impacts associated with the provision of new or physically altered school facilities would depend upon the location and nature of the proposed facilities, and would undergo separate environmental review pursuant to CEQA.

Due to the conceptual nature of the future residential development, proposals would require individual assessments of potential impacts to public services, including demands on school facilities and services. As part of the development review process school districts assess Developer Fees against developments, in accordance with SB 50, in order to mitigate impacts resulting from the increased demand for school-related facilities and services. Therefore, impacts to school facilities would be mitigated to less than significant through payment of Developer Fees on a project specific basis. If necessary, additional mitigation would be required to reduce potential impacts to a less than significant level at the time of project specific approvals.

Mitigation Measures: No mitigation measures are required.

4) Parks?

Less Than Significant Impact. The City's Parks and Community Services Department manages and provides maintenance services for City parks and facilities, and provides a wide range of recreation activities, programs, and services throughout the community. According to the City's *Parks, Recreation, and Open Space Comprehensive Master Plan* (September 2010), the City maintains 393.44 acres of parkland. Additionally, the City has access to regional recreation facilities and maintains joint-use agreements with the Moreno Valley and Val Verde Unified School Districts.

The City has an established goal of providing 3.0 acres of parkland per 1,000 residents (General Plan Policy 4.2.7). Based on an existing population of 196,495 persons[1], the City's existing parkland need is 589 acres. Thus, the City has a current parkland shortage of approximately 196 acres.

The *General Plan EIR* determined that potential impacts to parks and recreational facilities would be less than significant. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified.

The City's *General Plan* includes the following Policies, amongst others, to ensure adequate parks and recreational facilities and services are provided.

> Policy 2.14.3: Review development projects for their impacts on public services and facilities including, but not necessarily limited to, roadways, water, sewer, fire, police, parks, and libraries and require public services or facilities to be provided at the standards outlined in the Moreno Valley General Plan and the standards of applicable service agencies.
>
> Policy 4.2.3: Employ a multifaceted approach in the financing and acquisition, development and maintenance of parkland, including the financing of parklands through development fees, state and federal grant-in-aid programs, gifts and donations, and other sources.
>
> Policy 4.2.5: Work in conjunction with private and public school districts and other public agencies to facilitate the public use of school grounds and facilities for recreational activities. The City shall also encourage the development of park sites adjacent to school facilities to maximize recreational opportunities in Moreno Valley.
>
> Policy 4.2.7: The City level of service standard is 3 acres of developed parkland for every 1,000 new residents. Exceptions from this ratio may be made in exchange for extraordinary amenities of comparable economic value. Land not suitable for active recreation purposes may not be counted toward fulfilling parkland dedication requirements.
>
> Policy 4.2.11: Emphasize joint planning and cooperation with all public agencies as the preferred approach to meeting the parks and program needs of Moreno Valley citizens.
>
> > Policy 4.2.12: Include multi-functional spaces and facilities in parks to facilitate cultural events.
> >
> > Policy 4.2.17: Require new development to contribute to the park needs of the City.

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[1] State of California, Department of Finance, *E-5 Population and Housing Estimates for Cities, Counties, and the State, 2011 and 2012, with 2010 Benchmark*. Sacramento, California, May 2012.

Future housing development associated with implementation of the proposed project would increase the demands for parkland and recreational facilities, and usage of existing facilities. Additionally, future housing development may require new parks or recreational facilities, and/or improvements to existing facilities. The environmental impacts associated with the provision of new or physically altered parks and recreational facilities would depend upon the location and nature of the proposed facilities, and would undergo separate environmental review pursuant to CEQA. Based on a potential population increase of 27,087 persons[2] associated with the anticipated residential development, the City would need an additional 81 acres of parkland.

Development of future housing, as anticipated by the proposed project, would be subject to compliance with *Municipal Code* Chapter 3.40, Dedication of Land for Park Facilities and Payment of In-Lieu Fees, which requires as a condition of approval of a final subdivision map, parcel map, building permit or occupancy permit, dedication of land, payment of a fee in-lieu thereof, or a combination of both, at the option of the City, for neighborhood and community park or recreational purposes. Future residential development would also be required to compliance with *Municipal* Code Section 3.38.090, Community/recreation center residential development impact fees, which requires any new residential dwelling unit to pay a fee for the purpose of acquiring, designing, constructing, improving, providing and maintaining recreation/community center facilities provided for in the City's *General Plan* and its adopted Capital Improvement Program or an adopted Master Plan of Parks and Recreation Facilities. Dedication of land or payment of in-lieu fees and payment of the community/recreation center development impact fee would reduce potential impacts to a less than significant level. Additionally, compliance with *General Plan* policies would assist in providing parkland and recreational facilities, further reducing potential impacts.

Mitigation Measures: No mitigation measures are required.

5) Other public facilities?

Less Than Significant Impact. The *General Plan EIR* determined that potential impacts to other public facilities would be less than significant. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified.

Due to the conceptual nature of the future development, proposals would require individual assessments of potential impacts to public services. Additionally, all development projects would be required to comply with Title 3, Revenue and Finance, of the City's Municipal Code, which establishes development impact fees for library facilities and materials and City Hall facilities, amongst others. Less than significant impacts to public facilities are anticipated with implementation of the proposed project.

Mitigation Measures: No mitigation measures are required.

[2] Based upon a net increase of 7,160 housing units and 3.783 persons per household obtained from the State of California, Department of Finance, *E-5 Population and Housing Estimates for Cities, Counties, and the State, 2011 and 2012, with 2010 Benchmark*. Sacramento, California, May 2012.

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MV00196759

4.15 RECREATION

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			✓	
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			✓	

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

Less Than Significant Impact. Refer to Response 4.14.a.4.

Mitigation Measures: No mitigation measures are required.

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

Less Than Significant Impact. Refer to Response 4.14.a.4.

Mitigation Measures: No mitigation measures are required.

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MV00196761

4.16 TRANSPORTATION/TRAFFIC

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?		✓		
b. Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?				✓
c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				✓
d. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			✓	
e. Result in inadequate emergency access?			✓	
f. Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?			✓	

The following analysis has been tiered from Section 5.2, Traffic/Circulation, of the *City of Moreno Valley General Plan Final Program Environmental Impact Report* (*General Plan EIR*), adopted in July 2006.

This section is based upon the Alessandro Boulevard *Corridor Implementation Project Traffic Impact Analysis* (*Traffic Impact Analysis*), November 2012, prepared by RBF Consulting for the proposed project; refer to Appendix C, Traffic Impact Analysis. The purpose of the *Traffic Impact Analysis* is to evaluate potential project impacts related to traffic and circulation in the vicinity of the project area. The evaluation considers impacts on local intersections, roadways, and regional transportation facilities. The following analysis scenarios are evaluated in this study:

- Existing Conditions
- Forecast Existing With Project Conditions
- Forecast General Plan Buildout Without Project Conditions
- Forecast General Plan Buildout With Project Conditions

STUDY AREA

This study evaluates operations at the following 34 roadway segments:

1. Alessandro Boulevard between I-215 Frontage Road and Day Street
2. Alessandro Boulevard between Day Street and Elsworth Street
3. Alessandro Boulevard between Elsworth Street and Frederick Street
4. Alessandro Boulevard between Frederick Street and Graham Street

5. Alessandro Boulevard between Graham Street and Heacock Street
6. Alessandro Boulevard between Heacock Street and Indian Street
7. Alessandro Boulevard between Indian Street and Perris Street
8. Alessandro Boulevard between Perris Street and Kitching Street
9. Alessandro Boulevard between Kitching Street and Lasselle Street
10. Alessandro Boulevard between Lasselle Street and Morrison Street
11. Alessandro Boulevard between Morrison Street and Nason Street
12. Alessandro Boulevard between Nason Street and Oliver Street
13. Alessandro Boulevard between Oliver Street and Moreno Beach Drive
14. Alessandro Boulevard between Moreno Beach Drive and Quincy Street
15. Cactus Avenue west of Perris Street
16. Cactus Avenue east of Perris Street
17. Day Street north of Alessandro Boulevard
18. Frederick Street north of Alessandro Boulevard
19. Frederick Street south of Alessandro Boulevard
20. Heacock Street north of Alessandro Boulevard
21. Heacock Street south of Alessandro Boulevard
22. Perris Street north of Alessandro Boulevard
23. Perris Street south of Alessandro Boulevard
24. Perris Street north of Cactus Avenue
25. Perris Street south of Cactus Avenue
26. Perris Street south of Iris Avenue
27. Lasselle Street north of Alessandro Boulevard
28. Lasselle Street south of Alessandro Boulevard
29. Morrison Street north of Alessandro Boulevard
30. Morrison Street south of Alessandro Boulevard (future)
31. Nason Street north of Alessandro Boulevard
32. Nason Street south of Alessandro Boulevard
33. Moreno Beach Drive north of Alessandro Boulevard
34. Moreno Beach Drive south of Alessandro Boulevard

Exhibit 4.16-1, *Study Roadway Segment Locations*, illustrates the locations of the study intersections analyzed within the *Traffic Impact Analysis*.

ANALYSIS METHODOLOGY

Roadway Segment Analysis Methodology

Level of service (LOS) is commonly used as a qualitative description of roadway segment operation and is based on the capacity of the roadway segment and the volume of traffic using the roadway segment. The City of Moreno Valley utilizes the Volume-to-Capacity (V/C) analysis methodology to determine the operating LOS of the roadway segments.

The V/C analysis methodology describes the operation of a roadway segment using a range of LOS from LOS A (free flow conditions) to LOS F (severely congested conditions), based on the corresponding Volume/Capacity (V/C) ratios shown in *Table 4.16-1*, *V/C and LOS Ranges*.

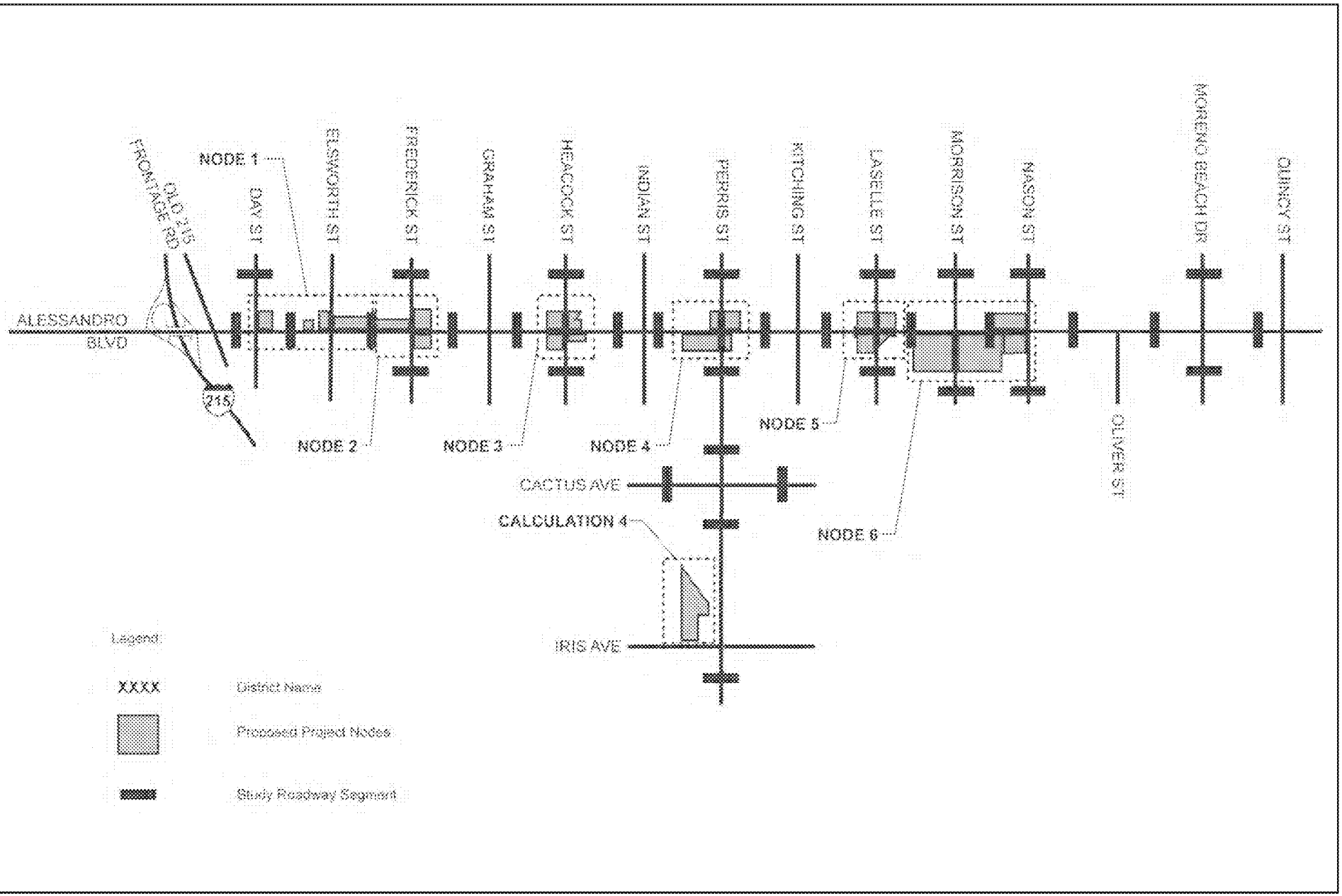

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RBF CONSULTING

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Study Roadway Segment Locations

Exhibit 4.16-1

Table 4.16-1
V/C and LOS Ranges

Roadway Segment	
V/C Ratio	LOS
≤ 0.60	A
> 0.61 ≤ 0.70	B
> 0.71 ≤ 0.80	C
> 0.81 ≤ 0.90	D
> 0.91 ≤ 1.00	E
> 1.00	F
Source: 1990 Transportation Research Board.	

The *City of Moreno Valley General Plan Circulation Element* recognizes that an LOS of C is optimal. However, it also allows peak hour levels of service in the LOS "D" range in certain locations. These locations include areas of high employment concentration, north/south roads in the vicinity of SR-60 or other locations in already developed areas of the City with geometric constraints that prevent LOS "C" from being achieved.

Generally, the capacity of a roadway is affected by a number of factors, including the street's width, the number of crossing arterials and collectors, the amount of green time give to the street at each signal, the presence or absence of on-street parking, the number of turning lanes at each intersection and the number of driveways.

The City of Moreno Valley roadway capacities used in this analysis to determine V/C ratios are shown in *Table 4.16-2*, *City of Moreno Valley Roadway Segment Classification and Capacity*.

Table 4.16-2
City of Moreno Valley Roadway Segment Classification and Capacity

Facility Type	Number of Lanes	LOS E Capacity (vehicles)
Divided Major Arterial	6	56,300
Divided Arterial	6	56,300
Divided Arterial	4	37,500
Arterial	4	25,000
Minor Arterial	4	25,000
Collector	2	12,500
Source: City of Moreno Valley Traffic Impact analysis Preparation Guide (August 2007).		

CITY OF MORENO VALLEY PERFORMANCE CRITERIA

The *City of Moreno Valley Circulation Element* recognizes that a LOS of C is optimal; however, LOS D is the acceptable performance at some locations within the City. The LOS Standards within the City are identified within the Circulation Element by roadway segment and are summarized in *Table 4.16-3*, *Study Roadway Segment Acceptable LOS Target*.

Table 4.16-3
Study Roadway Segment Acceptable LOS Target

Roadway Segment		Acceptable LOS
1	Alessandro Boulevard between Old 215 Frontage Road & Day Street	D
2	Alessandro Boulevard between Day Street & Elsworth Street	D
3	Alessandro Boulevard between Elsworth Street & Frederick Street	D
4	Alessandro Boulevard between Frederick Street Graham Street	D
5	Alessandro Boulevard between Graham Street & Heacock Street	D
6	Alessandro Boulevard between Heacock Street & Indian Street	D
7	Alessandro Boulevard between Indian Street & Perris Street	D
8	Alessandro Boulevard between Perris Street & Kitching Street	D
9	Alessandro Boulevard between Kitching Street & Lasselle Street	D
10	Alessandro Boulevard between Lasselle Street & Morrison Street	D
11	Alessandro Boulevard between Morrison Street & Nason Street	D
12	Alessandro Boulevard between Nason Street & Oliver Street	C
13	Alessandro Boulevard between Oliver Street & Moreno Beach Drive	C
14	Alessandro Boulevard between Moreno Beach Drive & Quincy Street	C
15	Cactus Avenue west of Perris Street	C
16	Cactus Avenue east of Perris Street	C
17	Day Street north of Alessandro Boulevard	D
18	Frederick Street north of Alessandro Boulevard	C
19	Frederick Street south of Alessandro Boulevard	D
20	Heacock Street north of Alessandro Boulevard	D
21	Heacock Street south of Alessandro Boulevard	D
22	Perris Street north of Alessandro Boulevard	D
23	Perris Street south of Alessandro Boulevard	D
24	Perris Street north of Cactus Avenue	D
25	Perris Street south of Cactus Avenue	D
26	Perris Street south of Iris Avenue	D
27	Lasselle Street north of Alessandro Boulevard	D
28	Lasselle Street south of Alessandro Boulevard	D
29	Morrison Street north of Alessandro Boulevard	C
30	Morrison Street south of Alessandro Boulevard (future)	D
31	Nason Street north of Alessandro Boulevard	C
32	Nason Street south of Alessandro Boulevard	D
33	Moreno Beach Drive north of Alessandro Boulevard	D
34	Moreno Beach Drive south of Alessandro Boulevard	D

Source: *City of Moreno Valley Traffic Impact Analysis Preparation Guide*, August 2007.

CITY OF MORENO VALLEY THRESHOLDS OF SIGNIFICANCE

Consistent with the General Plan Circulation Element traffic analysis, a significant impact would occur at roadway segments if implementation of the project would:

- Cause an increase in traffic that results in an LOS exceeding the City's LOS standards.

EXISTING ROADWAY SYSTEM

The project includes areas located along Alessandro Boulevard and near the Perris Boulevard/Iris Avenue. Major regional traffic is served by Interstate 215 (I-215) to the west, and State Route 60 (SR-60) to the north. Access to I-215 in the project vicinity is provided via interchanges at Alessandro Boulevard and Cactus Boulevard. Access to SR-60 in the project vicinity is provided via interchanges at Day Street, Frederik Street, Heacock Street, Perris Boulevard, Nason Street, and Moreno Beach Drive.

Alessandro Boulevard is an east-west roadway connecting the Moreno Valley area to the I-215 Freeway. Currently, Alessandro Boulevard varies in width from a two-lane divided roadway on the east end of the study area to a six-lane divided roadway on the west boundary of the study area near the I-215 Freeway. On-street parking is prohibited along Alessandro Boulevard in the study area. The City of Moreno Valley General Plan Circulation Element classifies Alessandro Boulevard within the study area as a six lane Divided Major Arterial.

EXISTING TRAFFIC CONDITIONS

Existing Conditions Peak Hour Traffic Volumes

To determine existing operation of the study roadways, City of Moreno Valley staff provided year 2006 average daily traffic (ADT) volumes for the study roadway segments. Existing data was not available on Alessandro Boulevard between Old 215 Frontage Road and Day Street, however, this location is analyzed in the General Plan Buildout conditions scenarios.

Exhibit 6 of the *Traffic Impact Analysis* (as provided in Appendix C), illustrates the existing ADT volumes at the study roadways and Exhibit 7 illustrates existing conditions roadway segment geometry.

Existing Conditions Roadway Segment LOS

Table 4.16-4, *Existing Conditions Roadway Segment ADT & LOS*, summarizes existing conditions roadway segment ADT volumes and corresponding LOS.

As indicated in *Table 4.16-4*, the study roadway segments are currently operating at an acceptable LOS according to the City of Moreno Valley performance criteria with the exception of the following four study roadway segments:

- Alessandro Boulevard between Kitching Street and Lasselle Street;
- Alessandro Boulevard between Oliver Street and Moreno Beach Drive;
- Moreno Beach Drive north of Alessandro Boulevard; and
- Moreno Beach Drive south of Alessandro Boulevard.

Table 4.16-4
Existing Conditions Roadway Segment ADT & LOS

Study Roadway Segment	Roadway Geometry	LOS E Capacity	Acceptable LOS	Existing ADT	V/C Ratio	LOS
1. Alessandro Boulevard btwn Old 215 Frontage Road & Day Street	6D	56,300	D	N/A	N/A	N/A
2. Alessandro Boulevard btwn Day Street & Elsworth Street	5D	46,875	D	35,600	0.76	C
3. Alessandro Boulevard btwn Elsworth Street & Frederick Street	6D	56,300	D	31,300	0.56	A
4. Alessandro Boulevard btwn Frederick Street Graham Street	5D	46,875	D	39,000	0.83	D
5. Alessandro Boulevard btwn Graham Street & Heacock Street	5D	46,875	D	34,500	0.74	C
6. Alessandro Boulevard btwn Heacock Street & Indian Street	6D	56,300	D	30,000	0.53	A
7. Alessandro Boulevard btwn Indian Street & Perris Street	6D	56,300	D	23,000	0.41	A
8. Alessandro Boulevard btwn Perris Street & Kitching Street	4D	37,500	D	18,100	0.48	A
9. Alessandro Boulevard btwn Kitching Street & Lasselle Street	2D	12,500	D	16,600	**1.33**	**F**
10. Alessandro Boulevard btwn Lasselle Street & Morrison Street	2D	12,500	D	8,000	0.64	B
11. Alessandro Boulevard btwn Morrison Street & Nason Street	2D	12,500	D	8,400	0.67	B
12. Alessandro Boulevard btwn Nason Street & Oliver Street	2D	12,500	C	8,800	0.70	B
13. Alessandro Boulevard btwn Oliver Street & Moreno Beach Drive	2D	12,500	C	10,200	**0.82**	**D**
14. Alessandro Boulevard btwn Moreno Beach Drive & Quincy Street	2D	12,500	C	7,150	0.57	A
15. Cactus Avenue w/o Perris Street	4D	37,500	C	18,000	0.48	A
16. Cactus Avenue e/o Perris Street	4D	37,500	C	20,200	0.54	A
17. Day Street n/o Alessandro Boulevard	2D	12,500	D	8,600	0.69	B
18. Frederick Street n/o Alessandro Boulevard	4D	37,500	C	17,200	0.46	A
19. Frederick Street s/o Alessandro Boulevard	4D	37,500	D	8,500	0.23	A
20. Heacock Street n/o Alessandro Boulevard	4D	37,500	D	18,500	0.49	A
21. Heacock Street s/o Alessandro Boulevard	4D	37,500	D	16,000	0.43	A
22. Perris Street n/o Alessandro Boulevard	4D	37,500	D	27,300	0.73	C
23. Perris Street s/o Alessandro Boulevard	4D	37,500	D	24,800	0.66	B
24. Perris Street n/o Cactus Avenue	4D	37,500	D	24,800	0.66	B
25. Perris Street s/o Cactus Avenue	4D	37,500	D	23,600	0.63	B
26. Perris Street s/o Iris Avenue	6D	56,300	D	25,900	0.46	A
27. Lasselle Street n/o Alessandro Boulevard	2D	12,500	D	10,100	0.81	D
28. Lasselle Street s/o Alessandro Boulevard	4D	37,500	D	12,100	0.32	A
29. Morrison Street n/o Alessandro Boulevard	4D	37,500	C	1,200	0.03	A
30. Morrison Street s/o Alessandro Boulevard (future)	--	--	D	N/A	N/A	N/A
31. Nason Street n/o Alessandro Boulevard	2D	12,500	C	9,000	0.72	C
32. Nason Street s/o Alessandro Boulevard	4D	37,500	D	10,600	0.28	A
33. Moreno Beach Drive n/o Alessandro Boulevard	2D	12,500	D	14,900	**1.19**	**F**
34. Moreno Beach Drive s/o Alessandro Boulevard	2D	12,500	D	14,000	**1.12**	**F**

Notes: n/o = north of; s/o = south of; e/o = east of; w/o = west of; btwn = between; Deficient operation shown in **bold.**
N/A = Not Available.

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a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?

Less Than Significant Impact With Mitigation Incorporated. The proposed project is creating mixed-use overlay districts to implement the Vision Plan for the Alessandro Boulevard Corridor and increasing the maximum permitted density in specified areas of the City to implement the Housing Element. Implementation of the proposed project would allow for the net reduction of 46 single-family residential units and 31,786 square feet of office uses and a net increase of 7,160 multi-family dwelling units and 171,501 square feet of commercial uses within specific areas of the City.

Project Trip Generation

To calculate trips forecast to be generated by the proposed land use, Institute of Transportation Engineers (ITE) trip generation rates were utilized. *Table 4.16-5*, *ITE Trip Rates for Displaced and Proposed Project Site Uses*, summarizes the ITE trip generation rates used to calculate the number of trips forecast to be generated by uses proposed and displaced by the proposed project.

Table 4.16-5
ITE Trip Rates for Displaced and Proposed Project Site Uses

Land Use (*ITE* Code)	Units	AM Peak Hour			PM Peak Hour			Daily Trip Rate
		In	Out	Total	In	Out	Total	
Single-Family Detached Housing (210)	Du	0.19	0.56	0.75	0.64	0.37	1.01	9.57
Apartment (220)	Du	0.10	0.41	0.51	0.40	0.22	0.62	6.65
Residential Townhouse (230)	Du	0.07	0.37	0.44	0.35	0.17	0.52	5.81
General Office (710)	tsf	1.36	0.19	1.55	0.25	1.24	1.49	11.01
Shopping Center (820)	tsf	0.61	0.39	1.00	1.83	1.90	3.73	42.94
Source: *2008 ITE Trip Generation Manual, 8th Edition.*								
Note: tsf = thousand square feet. du = dwelling unit.								

Table 4.16-6, *Forecast Trip Generation of Proposed Project*, summarizes the net trips forecast to be generated by the proposed project when accounting for proposed and displaced land uses.

As indicated in *Table 4.16-6*, when accounting for proposed and displaced land uses, the proposed project is forecast to generate approximately 45,915 net new daily trips, which includes 3,660 net new AM peak hour trips and 4,154 net new PM peak hour trips. Project trip distribution and assignment are provided in Appendix C.

Forecast Existing With Project Conditions

Forecast Existing With Project Conditions Traffic Volumes

Forecast existing with project conditions traffic volumes were derived by adding trips forecast to be generated by the proposed project to existing conditions traffic volumes. Exhibit 8 of the *Traffic Impact Analysis* (as provided in Appendix C) shows forecast existing with project conditions ADT volumes at the study roadways.

Table 4.16-6
Forecast Trip Generation of Proposed Project

Location	AM Peak Hour Trips			PM Peak Hour Trips			Daily Trips
	In	Out	Total	In	Out	Total	
Node 1							
- 15 Single Family Dwelling Units	-3	-8	-11	-10	-6	-16	-144
- 177.881-tsf Shopping Center/Retail	-109	-69	-178	-326	-338	-664	-7,638
ITE 34% PM Pass-by Discount for Retail	0	0	0	111	115	226	226
542 Apartment Dwelling Units	54	222	276	217	119	336	3,604
136 Townhouse Dwelling Units	10	50	60	48	23	71	790
Node 1 Subtotal	**-48**	**195**	**147**	**40**	**-87**	**-47**	**-3,162**
Node 2							
575 Apartment Dwelling Units [1]	58	236	294	214	118	332	3,518
144 Townhouse Dwelling Units [1]	10	53	63	46	22	68	770
14.32-tsf General Office [1]	19	3	22	4	17	21	145
57.283-tsf Shopping Center/Retail [1]	35	22	57	98	101	199	2,263
ITE 34% PM Pass-by Discount for Retail	0	0	0	-33	-34	-67	-67
Node 2 Subtotal	**122**	**314**	**436**	**329**	**224**	**553**	**6,629**
Node 3							
- 70.677-tsf Shopping Center/Retail	-43	-28	-71	-129	-134	-263	-3,035
ITE 34% PM Pass-by Discount for Retail	0	0	0	44	46	89	89
377 Apartment Dwelling Units	38	155	193	151	83	234	2,507
94 Townhouse Dwelling Units	7	35	42	33	16	49	546
Node 3 Subtotal	**2**	**162**	**164**	**99**	**11**	**109**	**107**
Node 4							
- 273.757-tsf Shopping Center/Retail	-167	-107	-274	-501	-520	-1021	-11,755
ITE 34% PM Pass-by Discount for Retail	0	0	0	170	177	347	347
697 Apartment Dwelling Units	70	286	356	279	153	432	4,635
174 Townhouse Dwelling Units	12	64	76	61	30	91	1,011
Node 4 Subtotal	**-85**	**243**	**158**	**9**	**-160**	**-151**	**-5,762**
Node 5							
390 Apartment Dwelling Units [2]	39	160	199	136	75	211	2,283
97 Townhouse Dwelling Units [2]	7	36	43	30	14	44	496
24.350-tsf General Office [2]	33	5	38	5	26	31	236
97.400-tsf Shopping Center/Retail [2]	59	38	97	155	161	316	3,680
ITE 34% PM Pass-by Discount for Retail	0	0	0	-53	-55	-108	-108
Node 5 Subtotal	**138**	**239**	**377**	**273**	**221**	**494**	**6,587**
Node 6							
- 21 Single Family Dwelling Units	-4	-12	-16	-13	-8	-21	-201
- 31.786-tsf General Office	-43	-6	-49	-8	-39	-47	-350
2417 Apartment Dwelling Units [3]	242	991	1,233	899	495	1,394	14,948
604 Townhouse Dwelling Units [3]	42	223	265	196	96	292	3,263
263.712-tsf Shopping Center/Retail [3]	161	103	264	449	466	915	10,531
ITE 34% PM Pass-by Discount for Retail	0	0	0	-153	-158	-311	-311
Node 6 Subtotal	**398**	**1,299**	**1,697**	**1,370**	**852**	**2,222**	**27,880**

Table 4.16-6 [continued]
Forecast Trip Generation of Proposed Project

Location	AM Peak Hour Trips			PM Peak Hour Trips			Daily Trips
	In	Out	Total	In	Out	Total	
Calculation Area 4							
- 10 Single Family Dwelling Units	-2	-6	-8	-6	-4	-10	-96
730 Apartment Dwelling Units [4]	73	299	372	254	140	394	4,224
183 Townhouse Dwelling Units [4]	13	68	81	56	27	83	925
236.750- tsf Shopping Center [4]	144	92	236	377	391	768	8,844
ITE 34% PM Pass-by Discount for Retail	0	0	0	-128	-133	-261	-261
Calculation Area 4 Subtotal	**228**	**453**	**681**	**553**	**421**	**974**	**13,636**
Proposed Project Total Forecast Net Trip Generation	**755**	**2,905**	**3,660**	**2,673**	**1,482**	**4,154**	**45,915**

Notes: tsf = thousand square feet.
1- Assumes the following internal trip capture reduction as calculated per ITE guidelines: 7% Reduction in p.m. peak hour trips, and 8% reduction in daily trips.
2 - Assumes the following internal trip capture reduction as calculated per ITE guidelines: 13% Reduction in p.m. peak hour trips, and 12% reduction in daily trips.
3 - Assumes the following internal trip capture reduction as calculated per ITE guidelines: 7% Reduction in p.m. peak hour trips, and 7% reduction in daily trips.
4 - Assumes the following internal trip capture reduction as calculated per ITE guidelines: 13% Reduction in p.m. peak hour trips, and 13% reduction in daily trips.

Forecast Existing With Project Conditions Roadway Segment LOS

Table 4.16-7, *Forecast Existing With Project Conditions Roadway Segment ADT & LOS*, summarizes forecast existing with project conditions roadway segment ADT volumes and corresponding LOS.

As indicated in *Table 4.16-7*, with the addition of project-generated trips, the following seven roadway segments are forecast to operate at a deficient LOS according to the City of Moreno Valley performance criteria for forecast existing with project conditions:

- Alessandro Boulevard between Kitching Street and Lasselle Street;
- Alessandro Boulevard between Lasselle Street and Morrison Street;
- Alessandro Boulevard between Oliver Street and Moreno Beach Drive;
- Perris Street south of Cactus Avenue
- Lasselle Street north of Alessandro Boulevard;
- Nason Street north of Alessandro Boulevard;
- Moreno Beach Drive north of Alessandro Boulevard; and
- Moreno Beach Drive south of Alessandro Boulevard.

Table 4.16-7
Forecast Existing With Project Conditions Roadway Segment ADT & LOS

Study Roadway Segment	Roadway Geometry	LOS E Capacity	Acceptable LOS	Existing With Project ADT	V/C Ratio	LOS
1. Alessandro Boulevard btwn Old 215 Frontage Road & Day Street	6D	56,300	D	N/A	N/A	N/A
2. Alessandro Boulevard btwn Day Street & Elsworth Street	5D	46,875	D	37,744	0.81	D
3. Alessandro Boulevard btwn Elsworth Street & Frederick Street	6D	56,300	D	34,886	0.62	B
4. Alessandro Boulevard btwn Frederick Street Graham Street	5D	46,875	D	40,930	0.87	D
5. Alessandro Boulevard btwn Graham Street & Heacock Street	5D	46,875	D	36,430	0.78	C
6. Alessandro Boulevard btwn Heacock Street & Indian Street	6D	56,300	D	31,892	0.57	A
7. Alessandro Boulevard btwn Indian Street & Perris Street	6D	56,300	D	24,892	0.44	A
8. Alessandro Boulevard btwn Perris Street & Kitching Street	4D	37,500	D	23,296	0.62	B
9. Alessandro Boulevard btwn Kitching Street & Lasselle Street	2D	12,500	D	21,796	**1.74**	**F**
10. Alessandro Boulevard btwn Lasselle Street & Morrison Street	2D	12,500	D	14,112	**1.13**	**F**
11. Alessandro Boulevard btwn Morrison Street & Nason Street	2D	12,500	D	9,786	0.78	C
12. Alessandro Boulevard btwn Nason Street & Oliver Street	2D	12,500	C	8,974	0.72	C
13. Alessandro Boulevard btwn Oliver Street & Moreno Beach Drive	2D	12,500	C	10,374	**0.83**	**D**
14. Alessandro Boulevard btwn Moreno Beach Drive & Quincy Street	2D	12,500	C	8,006	0.64	B
15. Cactus Avenue w/o Perris Street	4D	37,500	C	22,844	0.61	B
16. Cactus Avenue e/o Perris Street	4D	37,500	C	21,742	0.58	A
17. Day Street n/o Alessandro Boulevard	2D	12,500	D	8,412	0.67	B
18. Frederick Street n/o Alessandro Boulevard	4D	37,500	C	20,846	0.56	A
19. Frederick Street s/o Alessandro Boulevard	4D	37,500	D	9,164	0.24	A
20. Heacock Street n/o Alessandro Boulevard	4D	37,500	D	18,560	0.49	A
21. Heacock Street s/o Alessandro Boulevard	4D	37,500	D	16,010	0.43	A
22. Perris Street n/o Alessandro Boulevard	4D	37,500	D	31,526	0.84	D
23. Perris Street s/o Alessandro Boulevard	4D	37,500	D	32,328	0.86	D
24. Perris Street n/o Cactus Avenue	4D	37,500	D	32,328	0.86	D
25. Perris Street s/o Cactus Avenue	4D	37,500	D	34,644	**0.92**	**E**
26. Perris Street s/o Iris Avenue	6D	56,300	D	29,450	0.52	A
27. Lasselle Street n/o Alessandro Boulevard	2D	12,500	D	14,712	**1.18**	**F**
28. Lasselle Street s/o Alessandro Boulevard	4D	37,500	D	14,992	0.40	A
29. Morrison Street n/o Alessandro Boulevard	4D	37,500	C	12,226	0.33	A
30. Morrison Street s/o Alessandro Boulevard (future)	--	--	D	N/A	N/A	N/A
31. Nason Street n/o Alessandro Boulevard	2D	12,500	C	17,490	**1.40**	**F**
32. Nason Street s/o Alessandro Boulevard	4D	37,500	D	13,026	0.35	A
33. Moreno Beach Drive n/o Alessandro Boulevard	2D	12,500	D	14,900	**1.19**	**F**
34. Moreno Beach Drive s/o Alessandro Boulevard	2D	12,500	D	14,682	**1.17**	**F**

Notes: n/o = north of; s/o = south of; e/o = east of; w/o = west of; btwn = between; Deficient operation shown in **bold.**
N/A = Not Available.

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Forecast Existing With Project Conditions Recommended Improvements

The following improvements have been identified to fully reduce the forecast traffic impacts to a less than significant level at the deficient study roadway segments for forecast existing with project conditions:

- Alessandro Boulevard between Kitching Street and Lasselle Street – Widen/restripe Alessandro Boulevard between Kitching Street and Lasselle Street from a two-lane divided roadway to a four-lane Divided Arterial. This study roadway segment is classified as a six-lane Divided Major Arterial in the City of Moreno General Plan Circulation Element.

- Alessandro Boulevard between Lasselle Street and Morrison Street – Widen/restripe Alessandro Boulevard between Lasselle Street and Morrison Street from a two-lane divided roadway to a four-lane Divided Arterial. This study roadway segment is classified as a six-lane Divided Major Arterial in the City of Moreno General Plan Circulation Element.

- Alessandro Boulevard between Oliver Street and Moreno Beach Drive – Widen/restripe Alessandro Boulevard between Oliver Street and Moreno Beach Drive from a two-lane divided roadway to a four-lane Divided Arterial. This study roadway segment is classified as a six-lane Divided Major Arterial in the City of Moreno General Plan Circulation Element.

- Perris Street south of Cactus Avenue – Consistent with the City of Moreno Valley General Plan Circulation Element, widen/restripe Perris Street south of Cactus Avenue from a four-lane divided roadway to a six-lane Divided Major Arterial.

- Lasselle Street north of Alessandro Boulevard – Consistent with the City of Moreno Valley General Plan Circulation Element, widen/restripe Lasselle Street north of Alessandro Boulevard from a two-lane divided roadway to a four-lane Divided Arterial.

- Nason Street north of Alessandro Boulevard – Widen/restripe Nason Street north of Alessandro Boulevard from a two-lane divided roadway to a four-lane Divided Arterial. This study roadway segment is classified as a six-lane Modified Divided Major Arterial in the City of Moreno Valley General Plan Circulation Element.

- Moreno Beach Drive north of Alessandro Boulevard – Widen/restripe Moreno Beach drive north of Alessandro Boulevard from a two-lane divided roadway to a four-lane Divided Arterial. This study roadway segment is classified as a six-lane Divided Major Arterial in the City of Moreno General Plan Circulation Element.

- Moreno Beach Drive south of Alessandro Boulevard – Widen/restripe Moreno Beach drive south of Alessandro Boulevard from a two-lane divided roadway to a four-lane Divided Arterial. This study roadway segment is classified as a six-lane Divided Major Arterial in the City of Moreno General Plan Circulation Element.

Exhibit 4.16-2, *Mitigated Forecast Existing With Project Conditions Roadway Segment Geometry*, illustrates the mitigated forecast existing with project conditions roadway segment geometry assuming implementation of the recommended improvements.

Table 4.16-8, *Mitigated Forecast Existing With Project Conditions Roadway Segment ADT & LOS*, summarizes mitigated forecast existing with project conditions roadway segment ADT volumes and corresponding LOS at affected locations assuming implementation of the roadway segment recommended improvements.

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Mitigated Forecast Existing With Project Conditions Roadway Segment Geometry

Exhibit 4.16-2

Table 4.16-8
Mitigated Forecast Existing With Project Conditions Roadway Segment ADT & LOS

Study Roadway Segment	Mitigated Roadway Geometry	Mitigated LOS E Capacity	Acceptable LOS	Existing With Project ADT	V/C Ratio	LOS
9. Alessandro Boulevard btwn Kitching Street & Lasselle Street	4D	37,500	D	21,796	0.58	A
10. Alessandro Boulevard btwn Lasselle Street & Morrison Street	4D	37,500	D	14,112	0.38	A
13. Alessandro Boulevard btwn Oliver Street & Moreno Beach Drive	4D	37,500	C	10,374	0.28	A
25. Perris Street s/o Cactus Avenue	6D	56,300	D	34,644	0.62	B
27. Lasselle Street n/o Alessandro Boulevard	4D	37,500	D	14,712	0.39	A
31. Nason Street n/o Alessandro Boulevard	4D	37,500	C	17,490	0.47	A
33. Moreno Beach Drive n/o Alessandro Boulevard	4D	37,500	D	14,900	0.40	A
34. Moreno Beach Drive s/o Alessandro Boulevard	4D	37,500	D	14,682	0.39	A

Notes: n/o = north of; s/o = south of; btwn = between; Deficient operation shown in **bold.**

As indicated in *Table 4.16-8*, assuming implementation of the recommended roadway segment improvements, the study roadway segments are forecast to operate at an acceptable LOS according to the City of Moreno Valley performance criteria for mitigated forecast existing with project conditions.

Forecast General Plan Buildout Without Project Conditions

Forecast General Plan Buildout Without Project Conditions Peak Hour Traffic Volumes

To determine forecast General Plan Buildout conditions operation of the study roadways, City of Moreno Valley staff provided General Plan Buildout average daily traffic (ADT) volumes for the study roadway segments. Exhibit 10 of the *Traffic Impact Analysis* (as provided in Appendix C) shows forecast General Plan Buildout without project conditions ADT volumes at the study roadways.

The analysis assumes implementation of the General Plan Circulation Element roadway designations identified below:

- Improvement of Day Street north and south of Alessandro Boulevard from a two-lane Industrial Collector to a four-lane Divided Arterial;
- Improvement of Perris Street north and south of Alessandro Boulevard from a four-lane Divided Arterial to a six-lane Divided Major Arterial;
- Improvement of Perris Street north and south of Cactus Avenue from a four-lane Divided Arterial to a six-lane Divided Major Arterial;
- Improvement of Lasselle Street north of Alessandro Boulevard from a two-lane Industrial Collector to a four-lane Divided Arterial;
- Construction of Morrison Street south of Alessandro Boulevard as a four-lane divided Arterial;
- Improvement of Nason Street north of Alessandro Boulevard from a two-lane Industrial Collector to a six-lane Modified Divided Major Arterial;
- Improvement of Nason Street south of Alessandro Boulevard from a four-lane Divided Arterial to a six-lane Modified Divided Major Arterial;
- Improvement of Moreno Beach Drive north and south of Alessandro Boulevard from a two-lane Industrial Collector to a six-lane Divided Major Arterial;

- Improvement of Alessandro Boulevard between I-215 and Old 215 Frontage Road from a four-lane Divided Arterial to a six-lane Divided Major Arterial;
- Improvement of Alessandro Boulevard between Day Street and Elsworth Street from a five-lane divided roadway to a six-lane Divided Major Arterial;
- Improvement of Alessandro Boulevard between Frederick Street and Heacock Street from a five-lane divided roadway to a six-lane Divided Major Arterial;
- Improvement of Alessandro Boulevard between Perris Street and Kitching Street from a four-lane Divided Arterial to a six-lane Divided Major Arterial; and
- Improvement of Alessandro Boulevard Kitching Street and Quincy Street from a two-lane Industrial Collector to a six-lane Divided Major Arterial.

Exhibit 11 of the *Traffic Impact Analysis* (as provided in Appendix C) shows forecast General Plan Buildout without project conditions roadway segment geometry.

Forecast General Plan Buildout Without Project Conditions Roadway Segment LOS

Table 4.16-9, *Forecast General Plan Buildout Without Project Conditions Roadway Segment ADT & LOS*, summarizes forecast General Plan buildout without project conditions roadway segment ADT volumes and corresponding LOS.

As indicated in *Table 4.16-9*, the following three roadway segments are forecast to operate at a deficient LOS according to City of Moreno Valley performance criteria for forecast General Plan buildout without project conditions:

- Alessandro Boulevard between I-215 Frontage Road and Day Street;
- Heacock Street north of Alessandro Boulevard; and
- Heacock Street south of Alessandro Boulevard.

Forecast General Plan Buildout With Project Conditions

Forecast* General Plan Buildout *With Project Conditions Traffic Volumes

Forecast General Plan buildout with project conditions traffic volumes were derived by adding trips forecast to be generated by the proposed project to forecast General Plan buildout without project conditions traffic volumes. Exhibit 12 of the *Traffic Impact Analysis* (as provided in Appendix C) shows forecast General Plan Buildout with project conditions ADT volumes at the study roadways.

Forecast* General Plan Buildout *With Project Conditions Roadway Segment LOS

Table 4.16-10, *Forecast General Plan Buildout With Project Conditions Roadway Segment ADT & LOS*, summarizes forecast General Plan buildout with project conditions roadway segment ADT volumes and corresponding LOS.

As indicated in *Table 4.16-10*, with the addition of project-generated trips, the following three roadway segments are forecast to continue to operate at a deficient LOS according to City of Moreno Valley performance criteria for forecast General Plan buildout with project conditions:

- Alessandro Boulevard between I-215 Frontage Road and Day Street;
- Heacock Street north of Alessandro Boulevard; and
- Heacock Street south of Alessandro Boulevard.

Table 4.16-9
Forecast General Plan Buildout Without Project Conditions Roadway Segment ADT & LOS

Study Roadway Segment	Roadway Geometry	LOS E Capacity	Acceptable LOS	GP Without Project ADT	V/C Ratio	LOS
1. Alessandro Boulevard btwn Old 215 Frontage Road & Day Street	6D	56,300	D	52,800	**0.94**	**E**
2. Alessandro Boulevard btwn Day Street & Elsworth Street	6D	56,300	D	48,000	0.85	D
3. Alessandro Boulevard btwn Elsworth Street & Frederick Street	6D	56,300	D	46,900	0.83	D
4. Alessandro Boulevard btwn Frederick Street Graham Street	6D	56,300	D	48,900	0.87	D
5. Alessandro Boulevard btwn Graham Street & Heacock Street	6D	56,300	D	40,100	0.71	C
6. Alessandro Boulevard btwn Heacock Street & Indian Street	6D	56,300	D	26,200	0.47	A
7. Alessandro Boulevard btwn Indian Street & Perris Street	6D	56,300	D	31,100	0.55	A
8. Alessandro Boulevard btwn Perris Street & Kitching Street	6D	56,300	D	30,300	0.54	A
9. Alessandro Boulevard btwn Kitching Street & Lasselle Street	6D	56,300	D	25,300	0.45	A
10. Alessandro Boulevard btwn Lasselle Street & Morrison Street	6D	56,300	D	17,700	0.31	A
11. Alessandro Boulevard btwn Morrison Street & Nason Street	6D	56,300	D	16,600	0.29	A
12. Alessandro Boulevard btwn Nason Street & Oliver Street	6D	56,300	C	20,200	0.36	A
13. Alessandro Boulevard btwn Oliver Street & Moreno Beach Drive	6D	56,300	C	21,600	0.38	A
14. Alessandro Boulevard btwn Moreno Beach Drive & Quincy Street	6D	56,300	C	17,900	0.32	A
15. Cactus Avenue w/o Perris Street	4D	37,500	C	23,200	0.62	B
16. Cactus Avenue e/o Perris Street	4D	37,500	C	26,700	0.71	C
17. Day Street n/o Alessandro Boulevard	4D	37,500	D	29,700	0.79	C
18. Frederick Street n/o Alessandro Boulevard	4D	37,500	C	15,300	0.41	A
19. Frederick Street s/o Alessandro Boulevard	4D	37,500	D	4,300	0.11	A
20. Heacock Street n/o Alessandro Boulevard	4D	37,500	D	35,900	**0.96**	**E**
21. Heacock Street s/o Alessandro Boulevard	4D	37,500	D	35,000	**0.93**	**E**
22. Perris Street n/o Alessandro Boulevard	6D	56,300	D	30,700	0.55	A
23. Perris Street s/o Alessandro Boulevard	6D	56,300	D	30,900	0.55	A
24. Perris Street n/o Cactus Avenue	6D	56,300	D	30,900	0.55	A
25. Perris Street s/o Cactus Avenue	6D	56,300	D	29,700	0.53	A
26. Perris Street s/o Iris Avenue	6D	56,300	D	31,300	0.56	A
27. Lasselle Street n/o Alessandro Boulevard	4D	37,500	D	19,000	0.51	A
28. Lasselle Street s/o Alessandro Boulevard	4D	37,500	D	11,700	0.31	A
29. Morrison Street n/o Alessandro Boulevard	4D	37,500	C	17,200	0.46	A
30. Morrison Street s/o Alessandro Boulevard (future)	4D	37,500	D	23,400	0.62	B
31. Nason Street n/o Alessandro Boulevard	6D	56,300	C	32,700	0.58	A
32. Nason Street s/o Alessandro Boulevard	6D	56,300	D	28,900	0.51	A
33. Moreno Beach Drive n/o Alessandro Boulevard	6D	56,300	D	19,800	0.35	A
34. Moreno Beach Drive s/o Alessandro Boulevard	6D	56,300	D	20,600	0.37	A

Notes: n/o = north of; s/o = south of; e/o = east of; w/o = west of; btwn = between; Deficient operation shown in **bold.**
N/A = Not Available.

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Table 4.16-10
Forecast General Plan Buildout With Project Conditions Roadway Segment ADT & LOS

Study Roadway Segment	Roadway Geometry	LOS E Capacity	Acceptable LOS	GP With Project ADT	V/C Ratio	LOS
1. Alessandro Boulevard btwn Old 215 Frontage Road & Day Street	6D	56,300	D	54,332	**0.97**	**E**[1]
2. Alessandro Boulevard btwn Day Street & Elsworth Street	6D	56,300	D	50,144	0.89	D
3. Alessandro Boulevard btwn Elsworth Street & Frederick Street	6D	56,300	D	50,486	0.90	D
4. Alessandro Boulevard btwn Frederick Street Graham Street	6D	56,300	D	50,830	0.90	D
5. Alessandro Boulevard btwn Graham Street & Heacock Street	6D	56,300	D	42,030	0.75	C
6. Alessandro Boulevard btwn Heacock Street & Indian Street	6D	56,300	D	28,092	0.50	A
7. Alessandro Boulevard btwn Indian Street & Perris Street	6D	56,300	D	32,992	0.59	A
8. Alessandro Boulevard btwn Perris Street & Kitching Street	6D	56,300	D	33,920	0.60	A
9. Alessandro Boulevard btwn Kitching Street & Lasselle Street	6D	56,300	D	28,920	0.51	A
10. Alessandro Boulevard btwn Lasselle Street & Morrison Street	6D	56,300	D	20,662	0.37	A
11. Alessandro Boulevard btwn Morrison Street & Nason Street	6D	56,300	D	17,986	0.32	A
12. Alessandro Boulevard btwn Nason Street & Oliver Street	6D	56,300	C	20,374	0.36	A
13. Alessandro Boulevard btwn Oliver Street & Moreno Beach Drive	6D	56,300	C	21,774	0.39	A
14. Alessandro Boulevard btwn Moreno Beach Drive & Quincy Street	6D	56,300	C	18,756	0.33	A
15. Cactus Avenue w/o Perris Street	4D	37,500	C	28,044	0.75	C
16. Cactus Avenue e/o Perris Street	4D	37,500	C	29,818	0.80	C
17. Day Street n/o Alessandro Boulevard	4D	37,500	D	29,512	0.79	C
18. Frederick Street n/o Alessandro Boulevard	4D	37,500	C	18,946	0.51	A
19. Frederick Street s/o Alessandro Boulevard	4D	37,500	D	4,964	0.13	A
20. Heacock Street n/o Alessandro Boulevard	4D	37,500	D	35,960	**0.96**	**E**[1]
21. Heacock Street s/o Alessandro Boulevard	4D	37,500	D	35,010	**0.93**	**E**[1]
22. Perris Street n/o Alessandro Boulevard	6D	56,300	D	34,926	0.62	B
23. Perris Street s/o Alessandro Boulevard	6D	56,300	D	36,854	0.65	B
24. Perris Street n/o Cactus Avenue	6D	56,300	D	36,854	0.65	B
25. Perris Street s/o Cactus Avenue	6D	56,300	D	40,744	0.72	C
26. Perris Street s/o Iris Avenue	6D	56,300	D	34,850	0.62	B
27. Lasselle Street n/o Alessandro Boulevard	4D	37,500	D	23,612	0.63	B
28. Lasselle Street s/o Alessandro Boulevard	4D	37,500	D	13,018	0.35	A
29. Morrison Street n/o Alessandro Boulevard	4D	37,500	C	28,226	0.75	C
30. Morrison Street s/o Alessandro Boulevard (future)	4D	37,500	D	26,550	0.71	C
31. Nason Street n/o Alessandro Boulevard	6D	56,300	C	41,190	0.73	C
32. Nason Street s/o Alessandro Boulevard	6D	56,300	D	31,326	0.56	A
33. Moreno Beach Drive n/o Alessandro Boulevard	6D	56,300	D	19,800	0.35	A
34. Moreno Beach Drive s/o Alessandro Boulevard	6D	56,300	D	21,282	0.38	A

Notes: n/o = north of; s/o = south of; e/o = east of; w/o = west of; btwn = between; Deficient operation shown in **bold.**
N/A = Not Available.
1- Roadway segment was identified to be at an unacceptable level of service in the General Plan and General Plan EIR. The City adopted a Statement of Overriding Considerations for the significant unavoidable impacts on these roadway segments.

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The three deficient roadway segments identified above were identified as significant unavoidable impacts in the *General Plan EIR* and a Statement of Overriding Considerations were adopted. The proposed project does not generate any new or greater impacts beyond those already analyzed in the *General Plan EIR*, nor does the proposed project generate any impacts that exceed significance threshold criteria.

Forecast General Plan Buildout With Project Conditions Recommended Measures

Mitigation Measures TR-9 and TR-10 have been identified to ensure that the forecast traffic impacts at the deficient roadway segments remain at or below the LOS shown in the operations table for forecast General Plan buildout with project conditions.

Since implementation of the measures identified above would reduce project-related impacts, and since no new significant unavoidable impacts beyond those identified in the *General Plan EIR* would occur, no additional measures are required. Impacts would be less than significant in this regard.

Mitigation Measures:

The County of Riverside requires transportation and general infrastructure fees paid at the time a certificate of occupancy is issued for a project or upon final inspection, whichever comes first. As applicable for each future development project, the project applicant shall pay applicable fees per the City of Moreno Valley and County of Riverside requirements.

TR-1 Alessandro Boulevard between Kitching Street and Lasselle Street – Future projects shall make a proportionate contribution to widen/restripe Alessandro Boulevard between Kitching Street and Lasselle Street from a two-lane divided roadway to a four-lane Divided Arterial. This study roadway segment is classified as a six-lane Divided Major Arterial in the City of Moreno General Plan Circulation Element.

TR-2 Alessandro Boulevard between Lasselle Street and Morrison Street – Future projects shall make a proportionate contribution to widen/restripe Alessandro Boulevard between Lasselle Street and Morrison Street from a two-lane divided roadway to a four -lane Divided Arterial. This study roadway segment is classified as a six-lane Divided Major Arterial in the City of Moreno General Plan Circulation Element.

TR-3 Alessandro Boulevard between Oliver Street and Moreno Beach Drive – Future projects shall make a proportionate contribution to widen/restripe Alessandro Boulevard between Oliver Street and Moreno Beach Drive from a two-lane divided roadway to a four-lane Divided Arterial. This study roadway segment is classified as a six-lane Divided Major Arterial in the City of Moreno General Plan Circulation Element.

TR-4 Perris Street south of Cactus Avenue – Consistent with the City of Moreno Valley General Plan Circulation Element, future projects shall make a proportionate contribution to widen/restripe Perris Street south of Cactus Avenue from a four-lane divided roadway to a six-lane Divided Major Arterial.

TR-5 Lasselle Street north of Alessandro Boulevard – Consistent with the City of Moreno Valley General Plan Circulation Element, future projects shall make a proportionate contribution to widen/restripe Lasselle Street north of Alessandro Boulevard from a two-lane divided roadway to a four-lane Divided Arterial.

TR-6 Nason Street north of Alessandro Boulevard – Future projects shall make a proportionate contribution to widen/restripe Nason Street north of Alessandro Boulevard from a two-lane divided roadway to a four-lane Divided Arterial. This study roadway segment is classified as a six-lane Modified Divided Major Arterial in the City of Moreno General Plan Circulation Element.

TR-7 Moreno Beach Drive north of Alessandro Boulevard – Future projects shall make a proportionate contribution to widen/restripe Moreno Beach drive north of Alessandro Boulevard from a two-lane divided roadway to a four-lane Divided Arterial. This study roadway segment is classified as a six-lane Divided Major Arterial in the City of Moreno General Plan Circulation Element.

TR-8 Moreno Beach Drive south of Alessandro Boulevard – Future projects shall make a proportionate contribution to widen/restripe Moreno Beach drive south of Alessandro Boulevard from a two-lane divided roadway to a four-lane Divided Arterial. This study roadway segment is classified as a six-lane Divided Major Arterial in the City of Moreno General Plan Circulation Element.

b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?

No Impact. The Congestion Management Program (CMP) was established in 1990 under Proposition 111. The intent of the CMP is to more directly link land use, transportation, and air quality thereby prompting reasonable growth management programs that will effectively utilize new transportation funds, alleviate traffic congestion and related impacts, and improve air quality. Riverside County Transportation Commission (RCTC) is the designated Congestion Management Agency (CMA) for Riverside County, and holds responsibility for the development and implementation of the Riverside County CMP. The CMP identifies a network of roadways that serve as regional linkages between Riverside County cities and adjacent counties. Local agencies are required to monitor how new development projects will impact the CMP network. Should a new development project cause a location on the CMP network to fall below a Level of Service (LOS) F, the local agency must prepare a deficiency plan that would outline specific mitigation measures and a schedule for mitigating the deficiency.

Since the City LOS standard is LOS C or LOS D, and is higher than the designated CMP standards for Riverside County, the City LOS standards would govern, and therefore, no CMP impacts are forecast to occur.

Mitigation Measures: No mitigation measures are required.

c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?

No Impact. Implementation of the proposed project would not significantly increase the number of people using the airport facilities at March Air Reserve Base, resulting in a change in air traffic patterns or increase in traffic levels. Further, the proposed project would not result in the construction of incompatible development within the airport influence area. No impacts would occur in this regard.

Mitigation Measures: No mitigation measures are required.

d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Less Than Significant Impact. Future development associated with implementation of the proposed project would increase traffic volumes, potentially requiring circulation infrastructure improvements. All traffic improvements would be constructed according to the City's roadway safety standards. Therefore, transportation/traffic hazards due to a design feature or incompatible uses would not substantially increase. Furthermore, due to the conceptual nature of the future development, proposals would require individual assessments of potential impacts relative to traffic and circulation, including an evaluation of potential traffic hazards. If necessary, mitigation would be required to reduce potential traffic hazards to a less than significant level.

Mitigation Measures: No mitigation measures are required.

e) Result in inadequate emergency access?

Less Than Significant Impact. Future development site plans would be required to satisfy the City's traffic and safety regulations that address emergency access. Due to the conceptual nature of the future development, proposals would require individual assessments of potential impacts to traffic patterns, including an evaluation of emergency access routes. If necessary, mitigation would be required to reduce potential impacts to a less than significant level.

Mitigation Measures: No mitigation measures are required.

f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?

Less Than Significant Impact.

Bicycle Network

The Moreno Valley Bikeway Plan consists of Class I, Class II and Class III routes. Class I bikeways are dedicated trails, separated from vehicular traffic. Class II are designated, striped bikeways generally located along the right shoulder of the roadway. Class III routes are designated bikeways, not striped, and are shared with vehicles. These bikeways provide the opportunity for an alternative mode of transportation for both recreational and commuting uses.

There are currently no bike lanes on Alessandro Boulevard or adjacent to any of the sites within the project area.[1] Iris Avenue, east of Perris Boulevard and Housing Element Calculation 4 Area, is a Class II bike lane. General Plan Figure 9-4, Bikeway Plan, identifies the following future bikeways within and adjacent to the sites within the project area:

- Iris Avenue, between Indian Street and Perris Boulevard – Class II
- Alessandro Boulevard, between Graham Street and Heacock Street – Class II
- Lasselle Street, between Eucalyptus and Iris Avenue – Class II
- Nason street, between Eucalyptus and Iris Avenue – Class I

Future development associated with the proposed project would not conflict with policies or plans regarding bicycle facilities. Individual projects would be evaluated on a project-by-project basis and reviewed to ensure compliance with the General Plan policies that address existing bicycle facilities and the provision of new bicycle facilities in accordance with the Bikeway Plan. Impacts would be less than significant in this regard.

Transit Network

Public transit in the City of Moreno Valley consists primarily of bus service. As noted in the *General Plan*, it is anticipated that Moreno Valley will also have future access to commuter rail and Bus Rapid Transit (BRT) services.

Moreno Valley is working closely with the Riverside County Transportation Commission, the Riverside Transit Agency (RTA) and other local governments to establish efficient transit connections among areas of activity and concentrated development. Fixed bus service on or crossing Alessandro Boulevard is provided via RTA routes 11, 18, 19, 20, and 35. Additionally, Amtrak Thruway service picks up on Alessandro Boulevard just west of Old 215 Frontage Road.

Currently, the RCTC owns a rail line located west of Moreno Valley, parallel to I-215. This is a service line track that carries a low volume of freight trains to and from industrial, commercial, and agricultural areas, south of Moreno

[1] City of Moreno Valley, *City of Moreno Valley Existing Bikeways*, August 2008.

Valley. As a Measure A project, RCTC intends to initiate commuter rail service on this line that would extend initially to Perris. A commuter rail station is planned for the southwest quadrant of the Alessandro Boulevard/I-215 interchange that would provide direct access for Moreno Valley residents. Funding is being collected to implement the new commuter rail service, and design plans are underway for stations along the new spur.

Implementation of the proposed project would not conflict with policies and plans regarding transit facilities and services. It is the intent of the project to accommodate intensities and patterns of development that can support multiple modes of transportation including public transit. Future development projects would be reviewed on a project-by-basis to ensure compliance with policies and plans related to transit facilities. Impacts would be less than significant in this regard.

Pedestrian Network

Sidewalks are discontinuous within the project area based on the pattern of development that has occurred. Sidewalks primarily occur adjacent to developed parcels. Most vacant/undeveloped sites do not have sidewalks. Future development within the project area would be required to provide sidewalk improvements in accordance with the City's standards as identified in the *Municipal Code*. The proposed project encourages pedestrian-oriented uses and pedestrian connections and convenient access between area neighborhoods, housing, employment centers, and retail services. Future improvements would be reviewed to ensure consistency with the *General Plan* and the vision established for the area. Impacts would be less than significant in this regard.

Mitigation Measures: No mitigation measures are required.

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4.17 UTILITIES AND SERVICE SYSTEMS

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?			✓	
b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			✓	
c. Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?		✓		
d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?			✓	
e. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			✓	
f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?			✓	
g. Comply with federal, state, and local statutes and regulations related to solid waste?				✓

a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?

Less Than Significant Impact. The *General Plan EIR* determined that potential impacts to wastewater services and treatment would be less than significant. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified.

The City requires NPDES permits, as administered by the Santa Ana RWQCB, according to Federal regulations for both point source discharges (a municipal or industrial discharge at a specific location or pipe) and nonpoint source discharges (diffuse runoff of water from adjacent land uses) to surface waters of the United States. For point source discharges, such as sewer outfalls, each NPDES permit contains limits on allowable concentrations and mass emissions of pollutants contained in the discharge.

New development associated with implementation of the proposed project would continue to comply with all provisions of the NPDES program, as enforced by the RWQCB. Additionally, the NPDES Phase I and Phase II requirements would regulate discharge from construction sites. All future development projects would be required to comply with the wastewater discharge requirements issued by the SWRCB and Santa Ana RWQCB. Therefore, the residential and non-residential development would not result in an exceedance of wastewater treatment requirements of the RWQCB with respect to discharges to the sewer system or stormwater system within the City.

Mitigation Measures: No mitigation measures are required.

b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

Less Than Significant Impact.

Water

The City of Moreno Valley is served by two water purveyors: Eastern Municipal Water District and the Box Springs Mutual Water Company. A majority of the project area is located within the service area of the Eastern Municipal Water District. However, the parcels located north of Alessandro Boulevard, between Day Street and Elsworth Street, are served by the Box Springs Mutual Water Company.

The Eastern Municipal Water District (EMWD) has prepared and adopted its *2010 Urban Water Management Plan* (UWMP) for its service area, which includes Moreno Valley. EMWD obtains its water supply from four sources: imported water from Metropolitan Water District (MWD), recycled water, local groundwater production, and desalted groundwater. The Riverside County Center for Demographic Research (RCCDR) 2010 Projection is used to calculate future population for use in the UWMP. RCCDR considers land use and land agency information to develop projections. The RCCDR projection has been adopted by the Western Riverside Council of Governments. The UWMP identifies population projections from 2015 to 2035.

An Initial Study/Environmental Assessment (IS/EA) for the *City of Moreno Valley Edgemont Water Master Plan Update*, September 2009, was prepared to address the potential impacts associated with the Edgemont Water Master Plan Update (EWMPU), which includes the Water Infrastructure Analysis Study (WIAS). The objective of the WIAS is to analyze the existing Box Springs Mutual Water Company (BSMWC) water system and determine the adequacy of the existing system, determine any necessary system improvements and the associated costs of the improvements to comply with the current *City of Moreno Valley General Plan* and Land Use designations (ultimate development).

According to the IS/EA, BSMWC water system facilities are hydraulically incapable of supplying the necessary fire flow demand to support existing property development conditions. Additionally, the water system is aging and deteriorated and in need of replacement and rehabilitation. In order to meet the water and fire flow demand conditions for the ultimate development associated with the City's *General Plan*, additional water supply must be acquired, and existing BSMWC water infrastructure, including storage, pipeline and pumping facilities, require improvements. Presently, the existing BSMWC water system is not up to City fire protection standards and codes. Furthermore, due to age and deterioration of the existing system, there is a potential for pipeline failure; thus, leading to a shutdown of the entire system and water would not be delivered to the public. Additionally, the BSMWC well water has nitrate levels exceeding the Maximum Contaminant Level (MCL) for drinking water standards and requires blending prior to delivery.

The Water Infrastructure Analysis Study proposed two water system alternatives based on the additional water supply and improvements to water system facilities including storage, pipeline and pumping. The primary difference in the two project alternatives is the source of the water and the need for the storage reservoir/tank and pumps.

Alternative 1

Storage – The existing BSMWC storage capacity is 0.8 million gallon (MG), provided by two 0.4 MG storage tanks. The ultimate required storage is 3.11 MG. Therefore, the construction of an additional 2.3 MG storage tank is proposed to meet ultimate water demand conditions. The proposed 2.3 MG tank will be located within the current property where BSMWC has existing tanks, booster station and pumps, north of Dracaea Avenue and east of Edgemont Street. The new tank will be located adjacent to the two existing storage tanks. The Storage Tank portion of the project will consist of construction of one new 2.3 MG aboveground reservoir, the installation of additional on-site pipeline to connect to existing water system and on0site drainage facilities including drainage and overflow

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pipeline to drain to existing Riverside County Flood Control storm drain channel to provide drainage of on- and off-site stormwater, and for reservoir overflow protection.

Activities related to reservoir construction include site clearing and grading, and drainage improvements. Equipment such as valves, controls and appurtenances, and overflow drain pipeline and other drainage related erosion control features will be constructed.

Pipeline – The Water Infrastructure Analysis Study proposes approximately 10 miles of water pipeline within BSMWC. The distribution system consists of very old and undersized water mains. BSMWC has been upgrading waterlines and replacing these old and undersized pipelines, however the depth at which the lines were placed will most likely require reconstruction. The majority of the pipelines will be installed utilizing traditional trenching techniques within existing paved roads and road right-of-way(s).

Additionally, the existing 4-inch metered connection with Western Municipal Water District (WMWD) will be upsized to an 8-inch compound meter to be capable of providing the necessary flows. A proposed 12-inch diameter water pipeline will connect the proposed meter directly to the two 0.4 MG storage tanks. The booster station and hydropneumatic tank will draw water from the two 0.4 MG storage tanks and pump it to the distribution system. The discharge piping will be a 16-inch diameter water pipeline until its connection at Dracaea Avenue for a length of approximately 410 linear feet (L.F.).

Pumping - Pump stations, also known as booster stations, are facilities used to lift water conveyed in pipelines from one pressure zone to another. Pump stations are made up of piping, mechanical, and electrical components housed in an above ground pre-fabricated metal building. The buildings are typically between 20x30 to 20x40 feet in size and 10-12 feet tall. Pump stations are typically surrounded by a chain link fence or block wall. Pump station facilities may require an area of up to 150x100 feet or approximately 1/3-acre in size. The proposed pump station is located at the existing pump station site on the BSMWC tank property northeast of the intersection of Dracaea Avenue and Edgemont Street. Since the maximum fire flow is 4,000 gallons per minute (gpm) and the maximum day demand is 1,491 gpm, the existing pumps have to be replaced with three higher capacity pumps under this alternative.

Water Supply – Current primary water supply is provided via one well (No. 17) located within the BSMWC service area. Additional water supply would be provided through a second well proposed to be within BSMWC service area and supplemental water would continue to be supplied by WMWD as necessary for blending. The location of the proposed well site has not been determined.

Alternative 2

Storage - No additional storage capacity is required for this alternative as BSMWC water system floats off WMWD water system. The existing storage tanks will only be used for blending the high-nitrate water from Well No. 17.

Pipeline - The Water Infrastructure Analysis Study proposes approximately 10 miles of water pipeline within BSMWC. The distribution system consists of very old and undersized water mains. The BSMWC has been upgrading waterlines and replacing these old and undersized pipelines, however the depth at which the lines were placed will most likely require reconstruction. The majority of the pipelines will be installed utilizing traditional trenching techniques within existing paved roads and road right-of-way(s).

Additionally, the existing 4-inch metered connection with WMWD will be upsized to a 12-inch compound meter. A proposed 16-inch and 12-inch diameter water pipeline will connect the proposed meter to the two existing 0.4 MG storage tanks as well as the system. The booster station and hydropneumatic tank will continue to draw water from the two 0.4 MG storage tanks and pump it to the distribution system.

Pumping – Since the ultimate maximum daily demand of 1,491 gpm and the fire flow of 4,000 gpm will be supplied from WMWD, no additional pump improvements are required.

Water Supply – WMWD will supply the water needed to supplement Well No. 17.

The Water Infrastructure Analysis Study indicates the project cost for Alternative 1 is $15,161,440; the project cost for Alternative 2 is $14,957,250. The water system facilities identified in Alternative 1 and Alternative 2 are Master Plan facilities and are not funded at this time.

The *General Plan EIR* determined that potential impacts to water service would be less than significant. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified.

Implementation of the proposed project would increase water consumption, placing greater demands on water facilities. Since future development would occur on vacant infill parcels and/or through development/redevelopment of underutilized sites, project implementation is not anticipated to require significant facility extensions/upgrades to the existing system in order to meet the increased demand beyond those already identified in existing water master plans. Future development may be required to pay their fair-share of costs associated with any facility extensions or upgrades, as applicable.

The UWMP concluded that EMWD has the ability to meet current and projected water demands through 2035 during normal, historic single-dry and historic multiple-dry years using existing supplies and imported water from MWD with existing supply resources. Planned local supplies would supplement imported supplies and improve reliability for EMWD and the region. Since the UWMP uses population projections from the Western Riverside Council of Governments to determine the demand for water and the potential growth associated with the proposed project is consistent with regional growth, potential water demand associated with future development within the project area were anticipated in the UWMP. Implementation of the proposed project would be consistent with the analysis presented in the UWMP. All future development would be subject to compliance with the UWMP's Conservation Programs. Further, compliance with General Plan goals, policies, and associated implementation would ensure that future development would incorporate water conservation measures. All future development would be done in accordance with applicable sections of *Municipal Code* Chapters 8 and 9. If necessary, mitigation would be required to reduce potential impacts to a less than significant level. Conditions of approval would also be attached to discretionary permits. Therefore, project implementation within the EMWD service area would not require the construction of new water facilities or expansion of existing facilities. Impacts would be less than significant in this regard.

Wastewater

Wastewater service in Moreno Valley is provided by the Eastern Municipal Water District (EMWD), which serves most of the City and surrounding areas, and the Edgemont Community Services District (District), which provides service to a small area in southwestern Moreno Valley, including the portion of the project area located north of Alessandro Boulevard, between Day Street and Frederick Street.

EMWD operates over 356 miles of sewer mains and six sewage lift stations to provide wastewater collection services within the General Plan planning area. All wastewater is collected and conveyed to the Moreno Valley Regional Water Reclamation Facility (MVRWRF) located in the southwestern portion of the City and has a capacity to treat 16 million gallons of wastewater per day (mgd) and a capacity to expand to 41 mgd.

The District provides wastewater treatment under contract with the City of Riverside. According to the District, the pipes that transmit sewage to the City of Riverside Water Quality Control Plant are over 50 years old and are in need of repair. Current flow treatment at the facility is approximately 30 mgd.

The *General Plan EIR* determined that potential impacts to wastewater services and treatment would be less than significant. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified.

Implementation of the proposed project would increase the wastewater generated from the project area, placing greater demands on wastewater conveyance and treatment facilities. Since future development would occur on vacant infill parcels and development/redevelopment of underutilized sites currently developed, project implementation is not anticipated to require significant facility extensions/upgrades to the existing system in order to meet the increased demand.

Due to the conceptual nature of the future residential development, proposals would require individual assessments of potential impacts to wastewater facilities. All future development would be done in accordance with applicable sections of Moreno Valley Municipal Code Chapters 8 and 9. If necessary, mitigation would be required to reduce potential impacts to a less than significant level. Conditions of approval would also be attached to discretionary permits. Therefore, project implementation would result in a less than significant impact.

Mitigation Measures: No mitigation measures are required.

c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

Less Than Significant Impact With Mitigation Incorporated. Refer to Responses 4.9.d. and 4.9.e.

Mitigation Measures: Refer to Mitigation Measure HW-1. No additional mitigation measures are required.

d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?

Less Than Significant Impact. Refer to Response 4.16.b.

Senate Bills 221 and 610 were signed into law in 2001 and took effect January 1, 2002. The two bills amended State law to better link information on water supply availability to certain land use decisions by cities and counties. The two companion bills provide a regulatory forum that requires more collaborative planning between local water suppliers and cities and counties. All SB 610 and 221 reports are generated and adopted by the public water supplier.

Senate Bill (SB) 610 requires a detailed report regarding water availability and planning for additional water supplies that is included with the environmental document for specified projects. All "projects" meeting any of the following criteria require the assessment:

- A proposed residential development of more than 500 dwelling units (DU);
- A proposed shopping center or business establishment employing more than 1,000 persons or having more than 500,000 square feet (SF) of floor space;
- A proposed commercial office building employing more than 1,000 persons or having more than 250,000 SF of floor space;
- A proposed hotel or motel, or both, having more than 500 rooms;
- A proposed industrial, manufacturing, or processing plant, or industrial park planned to house more than 1,000 persons, occupying more than 40 acres of land, or having more than 650,000 SF of floor area;
- A mixed-use project that includes one or more of the projects specified in this subdivision; or

- A project that would demand an amount of water equivalent to or greater than the amount of water required by a 500-DU project.

While SB 610 primarily affects the Water Code, SB 221 principally applies to the Subdivision Map Act. The primary effect of SB 221 is to condition every tentative map for an applicable subdivision on the applicant by verifying that the public water supplier (PWS) has "sufficient water supply" available to serve it.

Due to the conceptual nature of the future development, proposals would require individual assessments of potential impacts to water supplies. Any future development meeting SB 610 criteria would require a water supply assessment. Similarly, any proposed project involving a subdivision pursuant to SB 221 would require verification of sufficient water supply from the water supplier. Compliance with the existing regulatory framework would further ensure that sufficient water supplies would be available from existing entitlements and resources to serve future development.

Mitigation Measures: No mitigation measures are required.

e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

Less Than Significant Impact. Refer to Response 4.16.b.

Mitigation Measures: No mitigation measures are required.

f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?

Less Than Significant Impact. Solid waste generated within the General Plan planning area is primarily deposited in the Riverside County Waste Management Department's (RCWMD) Badlands Landfill, located approximately 1.5 miles north of SR-60 near Ironwood Avenue and Theodore Street. However, the City's trash hauler can also use other County landfills in the area such as the Lamb Canyon Landfill and El Sobrante landfill. All Riverside County landfills are Class III disposal sites permitted to receive non-hazardous municipal solid waste.

The City has adopted a Source Reduction and Recycling Element (SRRE) in compliance with the requirements of AB 939. Pursuant to AB 939, the California Integrated Waste Management Board required all cities and counties within the State to prepare integrated waste management plans to attain solid waste reduction of 50 percent by the end of year 2000. All future development projects within the City are required to comply with the SRRE program for diverting solid waste.

The *General Plan EIR* determined that potential impacts to solid waste facilities would be less than significant. Future development within the project area was considered in the *General Plan EIR* analysis, since additional development within the area was assumed. Implementation of the proposed project would be consistent with the analysis presented in the *General Plan EIR* and would result in no new or greater impacts than previously identified.

Future development anticipated by the proposed project would generate additional solid waste, placing an increased demand on solid waste disposal services and ultimately require disposal at a landfill. Without specific project details, it is not possible to precisely determine the volume of solid waste that would be generated by future development. All future development projects within the City would be required to comply with the SRRE program for diverting solid waste. Continued compliance with the SRRE program would ensure that the impacts to the capacities of the landfill serving the City are minimized, thus, a less than significant impact would occur in this regard.

Mitigation Measures: No mitigation measures are required.

g) Comply with federal, state, and local statutes and regulations related to solid waste?

Less Than Significant Impact. Refer to Response 4.16.f. Future development anticipated by the proposed project would comply with all Federal, State, and local statutes and regulations related to solid waste.

Mitigation Measures: No mitigation measures are required.

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4.18 MANDATORY FINDINGS OF SIGNIFICANCE

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?		✓		
b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?			✓	
c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			✓	

a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Less Than Significant Impact With Mitigation Incorporated. Based on the analysis contained in this Initial Study, the proposed project would not have a significant impact on biological resources, or historic, archaeological, or paleontological resources, with the implementation of Mitigation Measures BIO-1 through BIO-4 and CUL-1 and CUL-2; refer to Responses 4.4 and 4.5, respectively. Therefore, the proposed project would not potentially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory.

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

Less Than Significant Impact. Based on the analysis contained in this Initial Study, it is not anticipated that implementation of the proposed project would have cumulatively considerable impacts with implementation of project mitigation measures. However, due to the conceptual nature of the future development, proposals would require individual assessments of potential cumulative impacts. If necessary, mitigation would be required to reduce potential impacts to a less than significant level.

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

Less Than Significant Impact. Previous sections of this Initial Study reviewed the proposed project's potential impacts related to aesthetics, air pollution, noise, hazards and hazardous materials, traffic, and other issues. As concluded in these previous discussions, the proposed project would result in less than significant environmental impacts with implementation of the recommended mitigation measures. Therefore, the proposed project would not result in environmental impacts that would cause substantial adverse effects on human beings.

4.19 REFERENCES

The following references were utilized during preparation of this Initial Study/Environmental Checklist. These documents are available for review at the City of Moreno Valley located at 14177 Frederick Street, Moreno Valley, California 92552.

1. Atkins, *Final City of Moreno Valley Greenhouse Gas Analysis*, February 2012.

2. California Air Resources Board, *Climate Change Proposed Scoping Plan*, October 2008.

3. California Air Resources Board, *Final Supplement to the AB 32 Scoping Plan Functional Equivalent Document*, August 19, 2011.

4. California Department of Toxic Substances Control, *Hazardous Waste and Substance Site List (CORTESE)*, http://www.envirostor.dtsc.ca.gov/public/mandated_reports.asp, accessed June 19, 2012.

5. City of Moreno Valley, *City of Moreno Valley Emergency Operations Plan*, March 2009.

6. City of Moreno Valley Planning Division and the Energy Efficiency and Conservation Task Force, *City of Moreno Valley Energy Efficiency and Climate Action Strategy*, April 2012.

7. City of Moreno Valley, *City of Moreno Valley General Plan*, July 11, 2006.

8. City of Moreno Valley, *Moreno Valley General Plan Final Program EIR*, July 2006.

9. City of Moreno Valley, *City of Moreno Valley Housing Element 2008-2014*, February 2011.

10. City of Moreno Valley Municipal Code.

11. City of Moreno Valley, *Initial Study/Environmental Assessment for City of Moreno Valley Edgemont Water Master Plan Update*, September 2009.

12. Governor's Office of Planning and Research, *CEQA and Climate Change: Addressing Climate Change Through California Environmental Quality Act (CEQA) Review*, 2008.

13. Moreno Valley Fire Department Office of Emergency Management, *City of Moreno Valley Local Hazard Mitigation Plan*, October 4, 2011.

14. South Coast Air Quality Management District, *2007 Air Quality Management Plan for the South Coast Air Basin*, 2007.

15. South Coast Air Quality Management District, *CEQA Air Quality Handbook*, November 1993.

16. State of California Department of Conservation, *Alquist-Priolo Earthquake Fault Zone Maps*, http://www.quake.ca.gov/gmaps/ap/ap_maps.htm, accessed June 18, 2012.

17. State of California, Department of Finance, *E-5 Population and Housing Estimates for Cities, Counties, and the State, 2011 and 2012, with 2010 Benchmark*. Sacramento, California, May 2012.

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4.20 REPORT PREPARATION PERSONNEL

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Paul Martin, PE, TE, Traffic Analysis Manager
Alex Tabrizi, Traffic Analyst
Linda Bo, Graphic Artist

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5.0 CONSULTANT RECOMMENDATION

Based on the information and environmental analysis contained in the Initial Study/Environmental Checklist, we recommend that the City of Moreno Valley prepare a mitigated negative declaration for the Alessandro Boulevard Corridor Implementation Project. We find that the proposed project could have a significant effect on a number of environmental issues, but that mitigation measures have been identified that reduce such impacts to a less than significant level. We recommend that the second category be selected for the City of Moreno Valley's determination (see Section 6.0, Lead Agency Determination).

March 7, 2013
Date

Collette L. Morse, AICP, Project Manager
RBF Consulting

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6.0 LEAD AGENCY DETERMINATION

On the basis of this initial evaluation:

I find that the proposed use COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.	—
I find that although the proposal could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described in Section 4.0 have been added. A MITIGATED NEGATIVE DECLARATION will be prepared.	✓
I find that the proposal MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.	—
I find that the proposal MAY have a significant effect(s) on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets, if the effect is a "potentially significant impact" or "potentially significant unless mitigated." An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.	—

Signature: _____

Title: _____

Printed Name: _____

Agency: _____

Date: _____

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Location of Proposed Project - Alessandro Boulevard Corridor

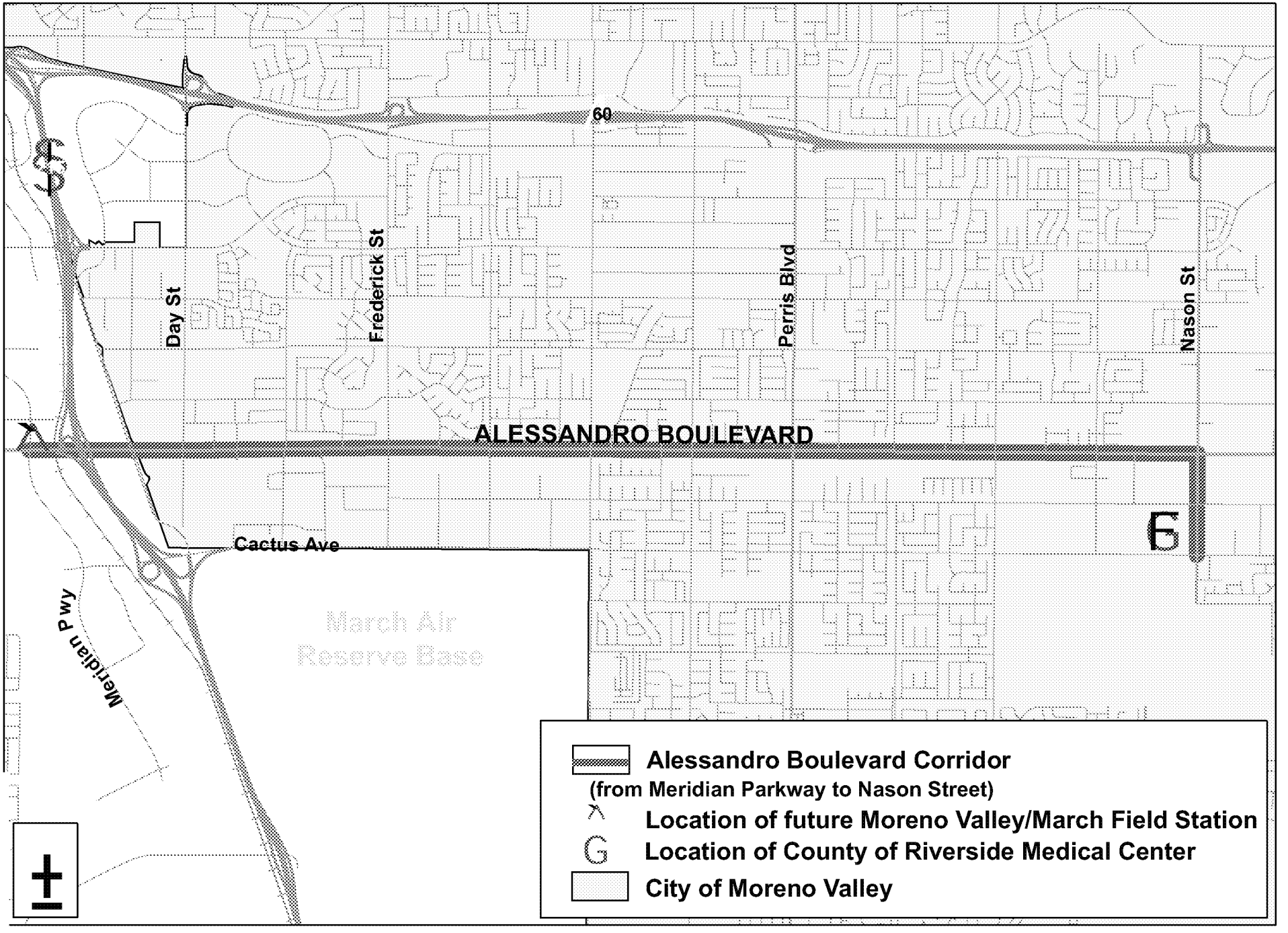

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Exhibit:

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Print Date: March 5, 2013

CITY OF MORENO VALLEY
RESIDENTIAL 30 (R30) REZONING

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Map Legend

- Area #1 Parcels
- Moreno Valley

Location Map

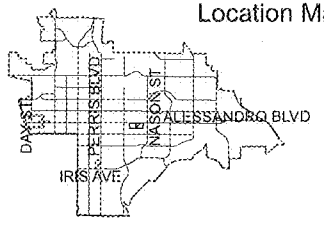

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Map Legend

Area #2 Parcels

Location Map

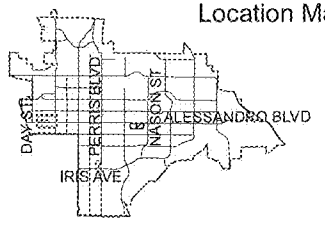

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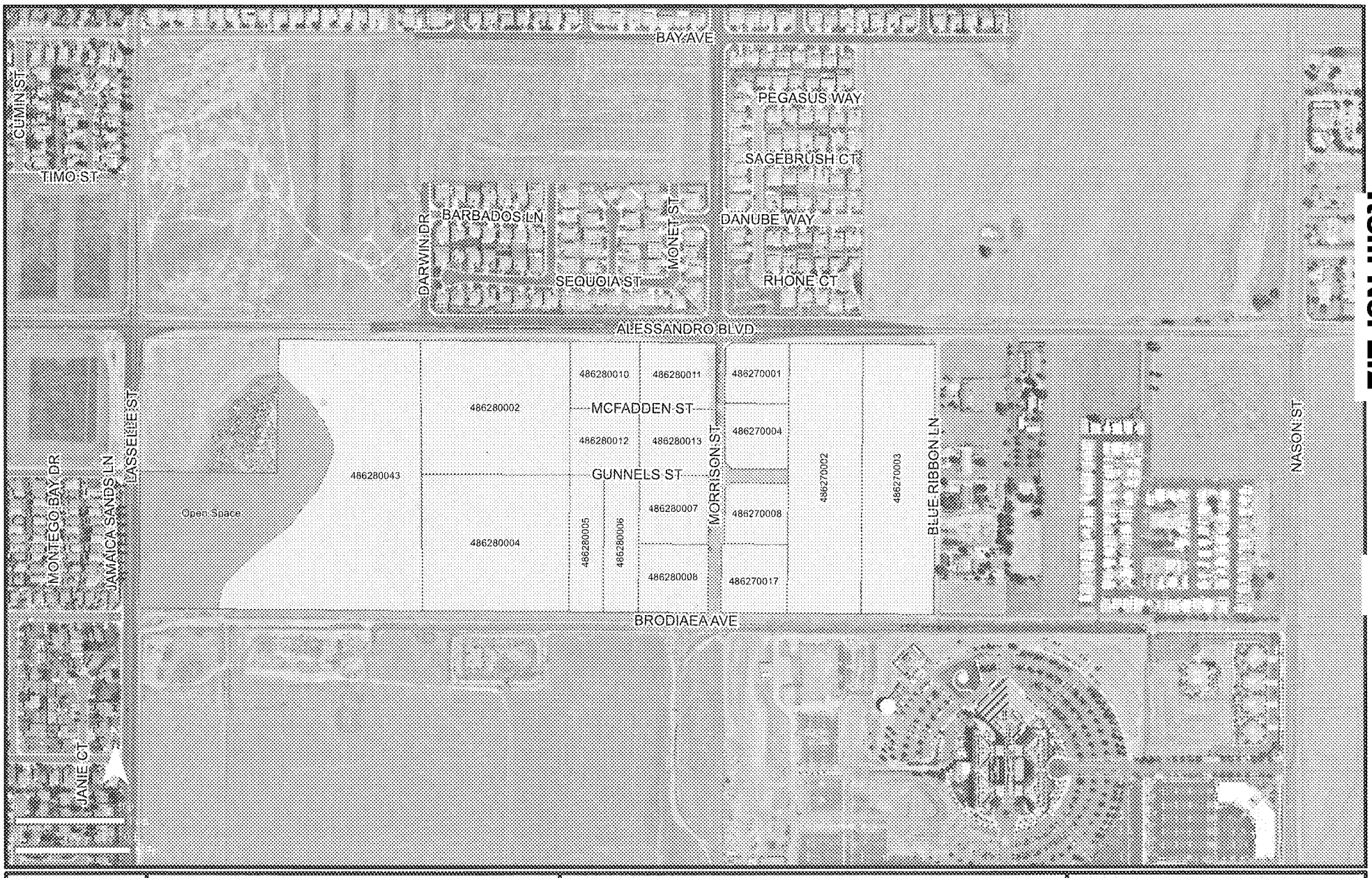

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Map Legend

- Area #3 Parcels
- Open Space

Location Map

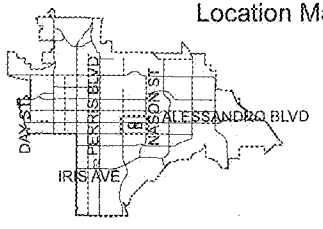

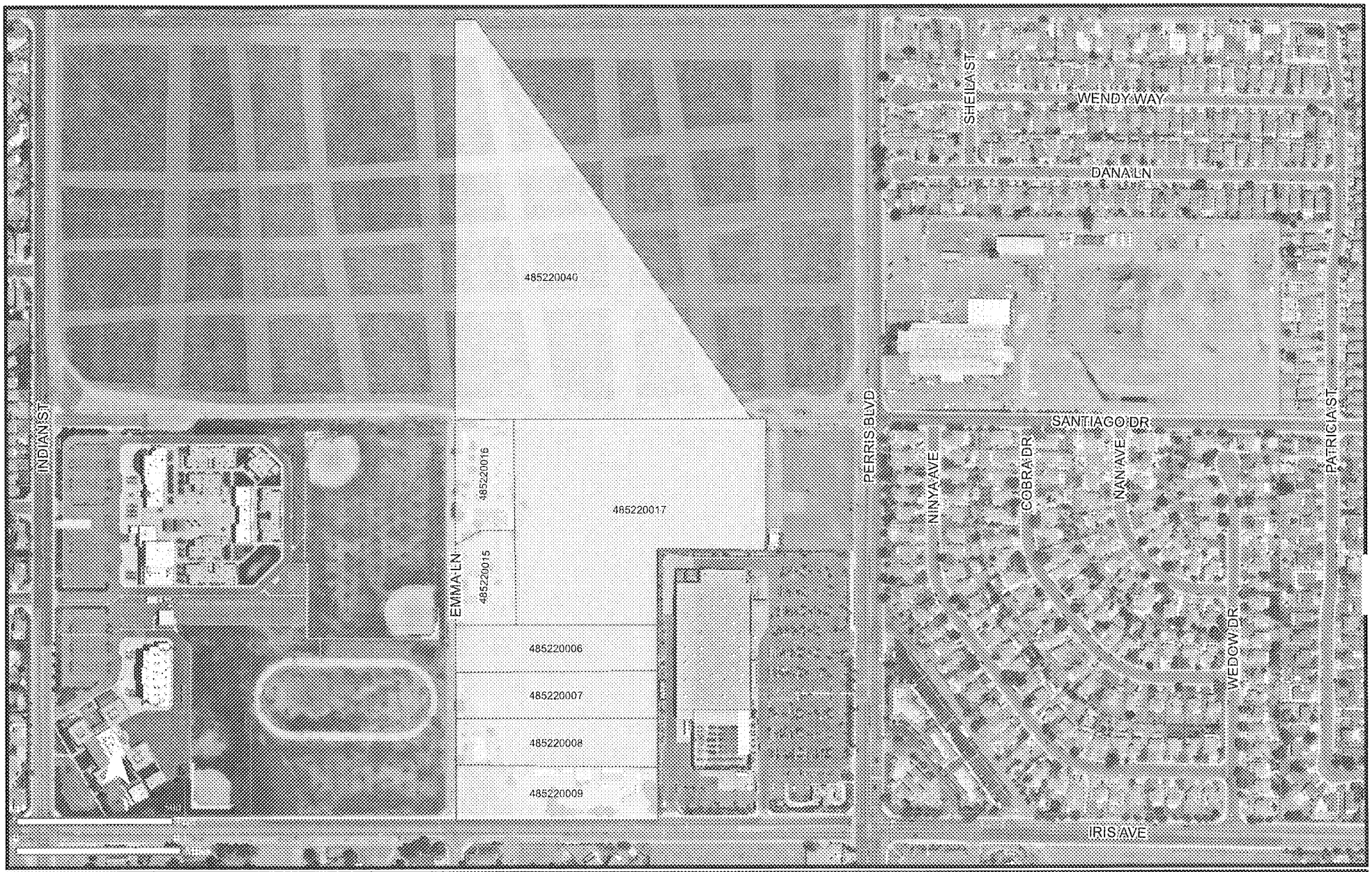

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Map Produced by Moreno Valley Geographic Information System

Map Legend

Area #4 Parcels

Location Map

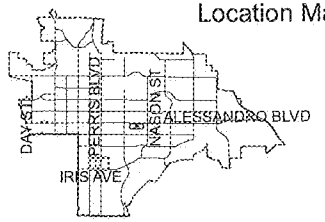

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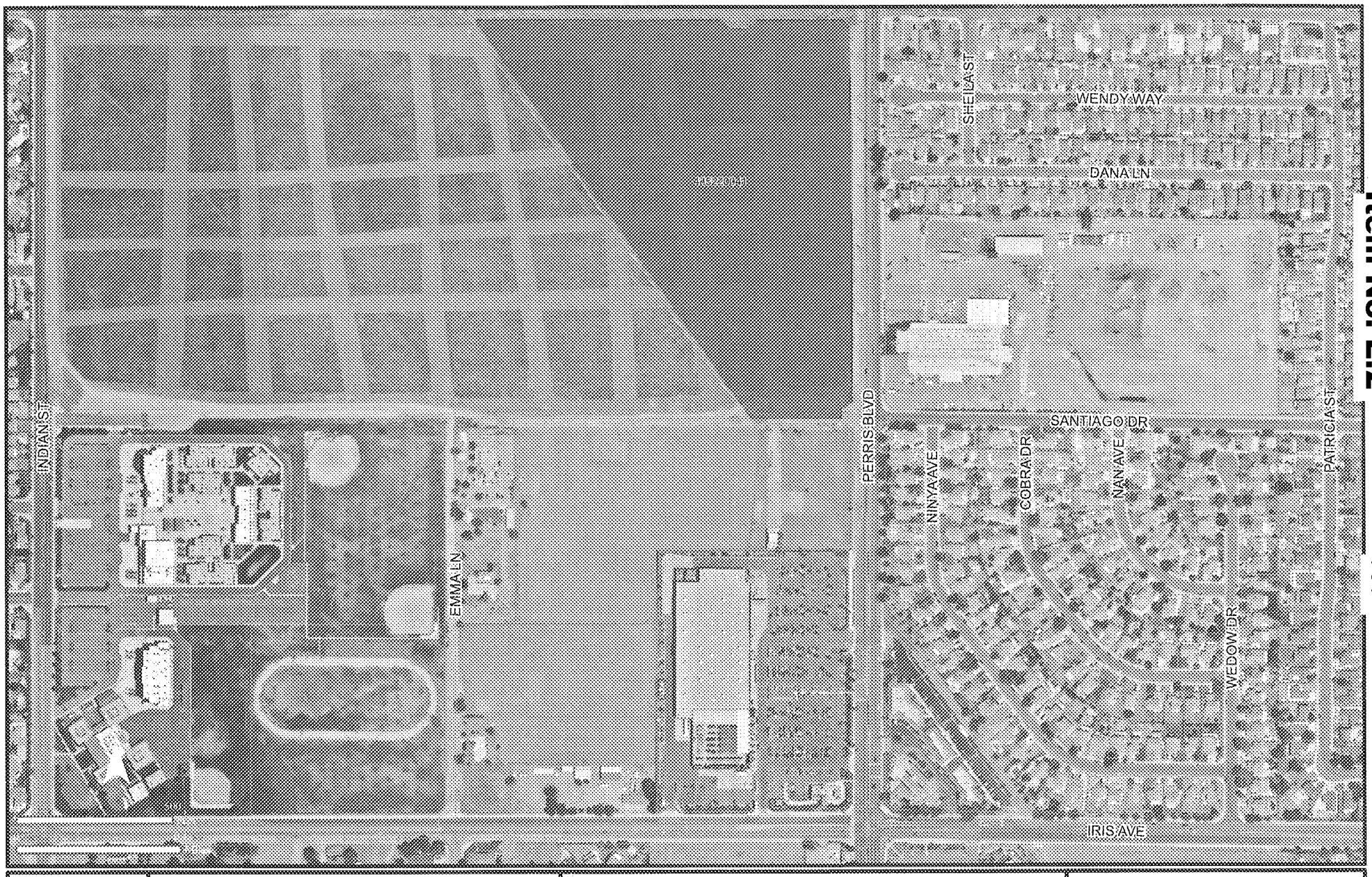

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CITY OF MORENO VALLEY
COMMERCIAL (CC) REZONING

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Map Produced by Moreno Valley Geographic Information System

Map Legend

Area #5 Parcels

Location Map

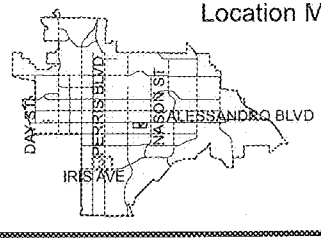

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ATTACHMENT 11

Alessandro Boulevard Corridor Plan

Proposed Mixed Use Overlay (Frederick St/Heacock St)

Alessandro Boulevard Corridor Plan

Proposed Mixed Use Overlay (Perris Blvd)

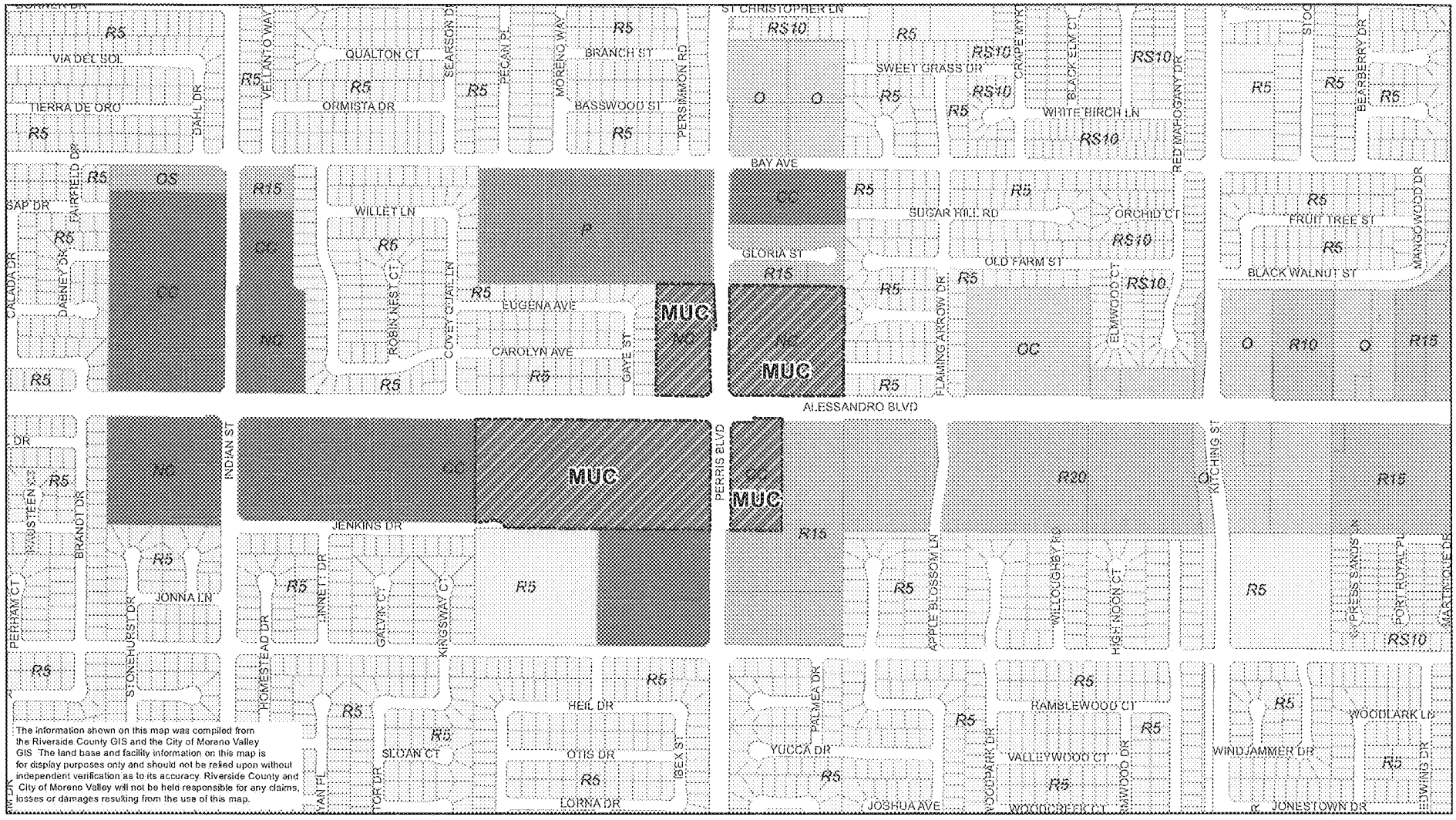

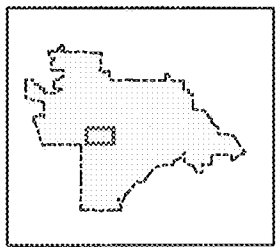

N

0 0.25 Miles

Mixed Use District
- MUC

Zoning
- Commercial
- Industrial/Business Park
- Public Facilities
- Office
- Planned Development
- Large Lot Residential
- Residential Agriculture 2 DU/AC
- Residential 2 DU/AC
- Suburban Residential
- Multi-family
- Open Space/Park

MORENO VALLEY

-764-

MV00196811

Alessandro Boulevard Corridor Plan

Proposed Mixed Use Overlay (Lasselle St)

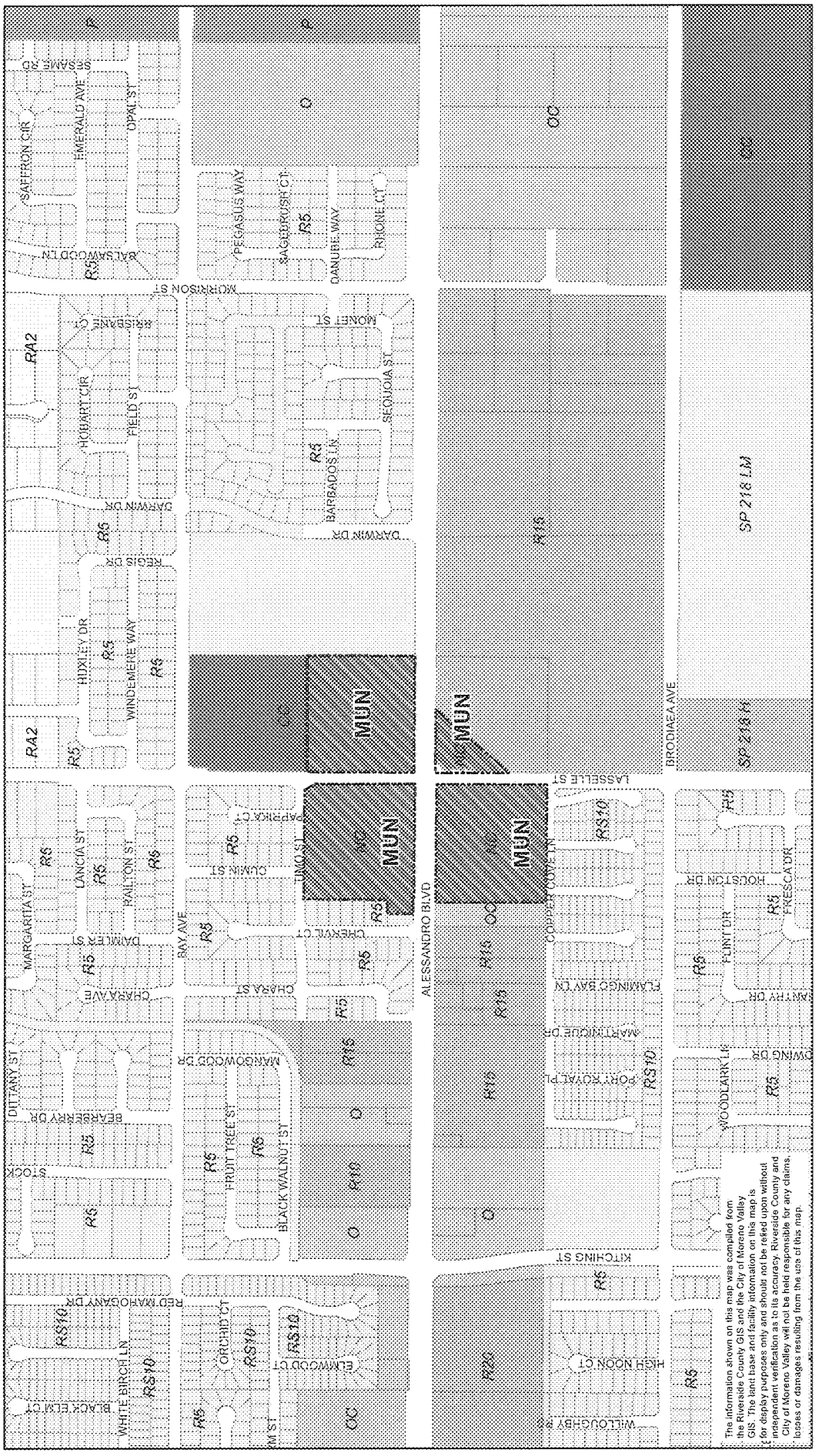

Alessandro Boulevard Corridor Plan

Proposed Mixed Use Overlay (Nason St)

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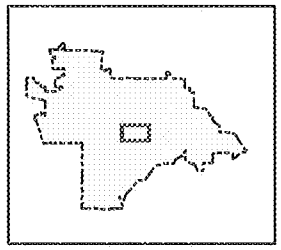

N

0 0.25 Miles

Mixed Use District
- MUI

Zoning
- Commercial
- Industrial/Business Park
- Public Facilities
- Office
- Planned Development
- Large Lot Residential
- Residential Agriculture 2 DU/AC
- Residential 2 DU/AC
- Suburban Residential
- Multi-family
- Open Space/Park

MORENO VALLEY

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Chapter 9.02 – Permits and Approvals [Addition]

Sections:

9.02.090 – Administrative Variances

9.02.090 – Administrative variances.

C. Limitations on Administrative Variances. Only the following variances may be granted by the community development director and subject to the following limitations:

5. Decrease in building frontage requirements. In any mixed-use overlay district, the community development director may authorize up to a ten (10) percent decrease in the distance threshold established to specify the required percentage of a building frontage to be built to the Build-To-Zone, as indicated in Table 9.075.050-10 (Mixed-Use Overlay District Development Standards) (i.e., the distance threshold from street intersections for the purposes of calculating building frontage length may be reduced from 300 feet to 270 feet). The community development director is not authorized to reduce the percentage of the building frontage that is required to be built to the Build-To-Zone.

Chapter 9.07.090 – Mixed-Use Overlay Districts [New]

Sections:

9.07.091 – Purpose and Intent
9.07.092 – Applicability
9.07.093 – Purposes of Mixed-Use Overlay District
9.07.094– Permitted Uses in Mixed-Use Overlay Districts
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9.07.099 – Lot Area Requirements and Lot Consolidation Incentives

9.07.091 – Purpose and Intent

A. Purpose. The purpose of this Chapter to provide regulations that implement the goals and policies of the General Plan, the Alessandro Boulevard Corridor Vision Plan (accepted by the Moreno Valley City Council on June 30, 2010), and other similar long-range planning documents aimed at encouraging mixed-use development within the City.

B. Intent. The Mixed-Use Overlay Districts are intended to:

1. Stimulate economic development and reinvestment through regulations based upon recognized urban design principles that allow property owners to respond with flexibility to market forces;

2. Create specific development nodes at street intersections with a pedestrian-oriented mix of uses with convenient access between area neighborhoods, housing, employment centers, and retail services;

3. Accommodate intensities and patterns of development that can support multiple modes of transportation including public transit, bicycles, and walking;

4. Facilitate well-designed new mixed-use development projects that combine residential and nonresidential uses (e.g., office, retail, business services, personal services, public spaces and uses, other community amenities, etc.) to promote a better balance of jobs and housing;

5. Ensure compatibility with adjacent existing single-family neighborhoods and harmonious integration with existing commercial areas;

6. Encourage the development of unique district character through a streetscape that provides attractive features (e.g., landscaping, street furniture, niche or linear parks, public places, courtyards, public transportation shelters; etc.) designed to integrate the public realm (e.g., streets, sidewalks, etc.) with adjacent development on private property; and

7. Provide additional property rights while preserving existing property rights. This intent is achieved by providing additional development rights in compliance with this Chapter, which property owners may exercise under certain conditions, while retaining all development rights conferred by the underlying district to property owners in the mixed-use overlay districts. Incentives and advantages include allowing a greater range and mix of uses; more permissive dimensional specifications (e.g., greater floor area ratio, lot coverage ratio, and height; reduced setbacks; etc.); exemption from certain design review requirements; and fee reductions or waivers.

9.07.092 – Applicability

This Section describes the applicability of mixed-use overlay district standards to a property when the property is located within two districts – a base district (e.g., Commercial (C), Office (O), Business Park/Light Industrial (BP), etc.) and a mixed-use overlay district.

A. Relationship between overlay district standards and base district standards. For property within a mixed-use overlay district, the regulations in this Chapter allow mixed-use development as an alternative to the type of development allowed under the base (underlying) district standards.

B. Base district standards.

1. The provisions in this Chapter shall apply to all properties within their respective mixed-use overlay districts, but the provisions do not supersede the underlying base district provisions until a property is developed in compliance with the provisions of this Chapter.

2. New projects may be developed in compliance with the existing underlying base district, provided that all standards and requirements of the underlying base district are met.

3. Regulations, development standards, and requirements in the underlying base district shall continue to apply to those projects that are currently developed according to the existing standards.

4. For legal non-conforming uses (i.e., uses that do not comply with the provisions of the base district or this Chapter), the provisions in Section 9.02.180 (Legal Nonconforming Uses, Improvements, and Parcels) shall apply.

C. Option to apply mixed-use overlay district standards.

1. The owner or developer of any property within any mixed-use overlay district may choose to develop in compliance with the standards and procedures in this Chapter that apply to the particular mixed-use overlay district in which the property is located.

2. In order to exercise the option to develop under the provisions in this Chapter, approval of a development review application shall be required in compliance with Chapter 9.02.030 (Development Review Process). In granting the approval, the review authority shall find that:

   a. The proposed development is in compliance with the provisions in this Chapter; and

   b. Approval of the project will not reduce the amount of land available in mixed-use overlay zone areas to a point where the City's affordable housing needs under the Regional Housing Needs Assessment (RHNA) cannot be met.

D. Other applicable regulations. Other applicable regulations can be found in Section 9.09.250 (Live-Work Development) and Section 9.09.260 (Mixed-Use Development).

E. Applicable regulations after completion of development. Once a property is developed in compliance with the provisions in this Chapter, the provisions of this Chapter completely supersede the provisions of the underlying base district. Whenever the requirements of the overlay district impose a more or less restrictive standard than the provisions of the underlying base district, the requirements of the overlay district shall govern.

F. Use of photographs. Photographs and illustrations are included in this Chapter for illustrative purposes only. Specific development standards in this Chapter are the controlling language for purposes of development regulation.

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9.07.093 – Purposes of Mixed-Use Overlay Districts

This Section describes the purpose and intent of each mixed-use overlay district.

A. **Mixed-Use Institutional Anchor (MUI) Overlay District.** The Mixed-Use Institutional Anchor (MUI) Overlay District applies to areas around prominent anchor institutions, such as civic centers, medical centers, and educational campuses. The intent is to build upon the role of the institutions by providing opportunities for urban, high-intensity development that serves the needs of visitors, employees, and residents affiliated with the anchor institution and the surrounding region. Development is allowed up to five stories in height with building frontages near or at the sidewalk, wide sidewalks, and parking under or behind buildings. Vertical mixed-use development (ground-floor retail with offices or housing above) is required at important street intersections. Horizontally-integrated or vertically-integrated mixed-use development, with no requirement for ground-floor retail, is allowed in other locations. The overlay district name may be expanded to include the name of the type of anchor institution (e.g., "MUI – Medical Center"). See Figure 9.07.093-1 (Examples of Development in Mixed-Use Institutional Anchor (MUI) Overlay District).

B. **Mixed-Use Community (MUC) Overlay District.** The Mixed-Use Community (MUC) Overlay District applies to areas along major arterials and arterials. The intent is to provide opportunities for the development of pedestrian-oriented blocks with medium-intense development that serves the needs of residents, visitors, and employees from the surrounding community. Development is allowed up to four stories in height with building frontages near or at the sidewalk, wide sidewalks, and parking under or behind buildings. Vertical mixed-use development (ground-floor retail with offices or housing above) is required at important street intersections. Horizontally-integrated or vertically-integrated mixed-use development, with no requirement for ground-floor retail, is allowed in other locations. The overlay district name may be expanded to include the community name (e.g., "MUC – East Alessandro"). See Figure 9.07.093-2 (Examples of Development in Mixed-Use Community (MUC) Overlay District).

C. **Mixed-Use Neighborhood (MUN) Overlay District.** The Mixed-Use Neighborhood (MUN) Overlay District applies to areas along arterials and minor arterials. The intent is to provide an area for low-rise mixed-use development that serves the needs of residents, visitors, and employees from the surrounding immediate neighborhood. Development is allowed up to three stories in height with building frontages near or at the sidewalk, wide sidewalks, and parking under or behind buildings. Vertical mixed-use development (ground-floor retail with offices or housing above) is required at important street intersections. Horizontally-integrated or vertically-integrated mixed-use development, with no requirement for ground-floor retail, is allowed in other locations. The overlay district name may be expanded to include the neighborhood name (e.g., "MUN – Lasselle Crossing"). See Figure 9.07.093-3 (Examples of Development in Mixed-Use Neighborhood (MUN) Overlay District).

Figure 9.07.093-1
Examples of Development in Mixed-Use Institutional Anchor (MUI) Overlay District

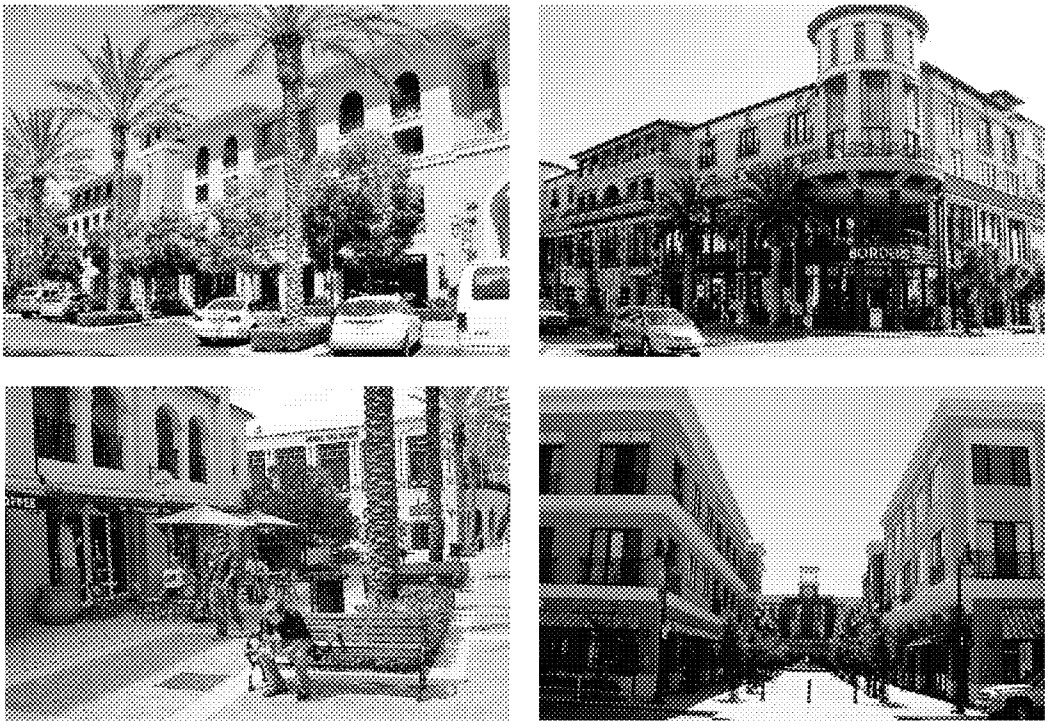

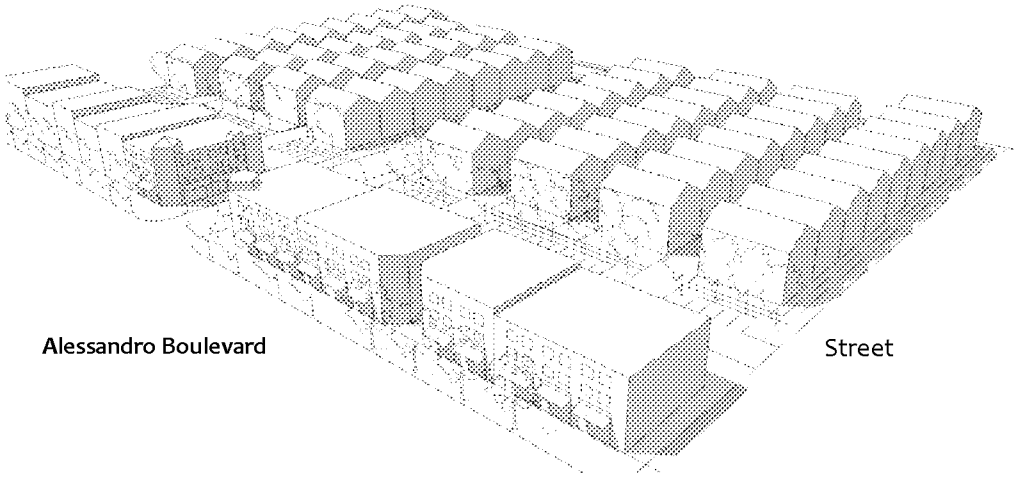

Figure 9.07.093-2
Examples of Development in Mixed-Use Community (MUC) Overlay District

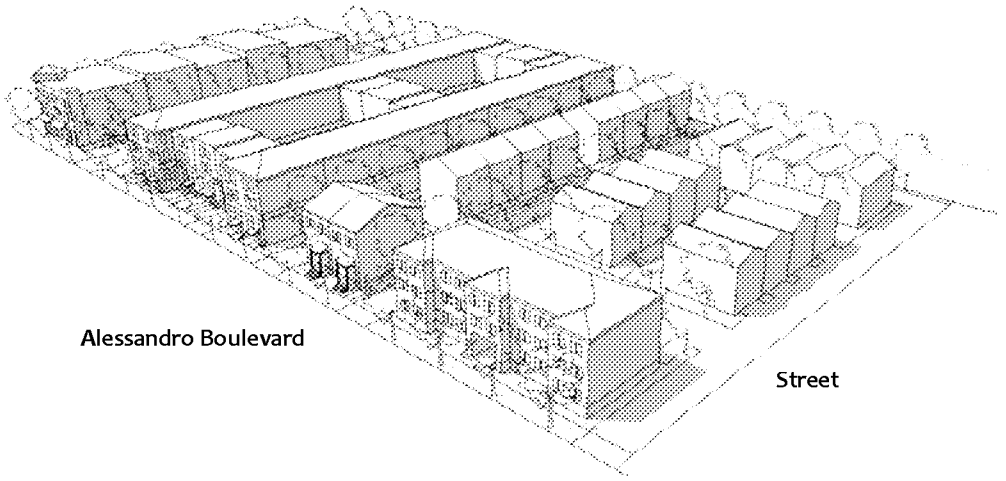

Figure 9.07.093-3
Examples of Development in Mixed-Use Neighborhood (MUN) Overlay District

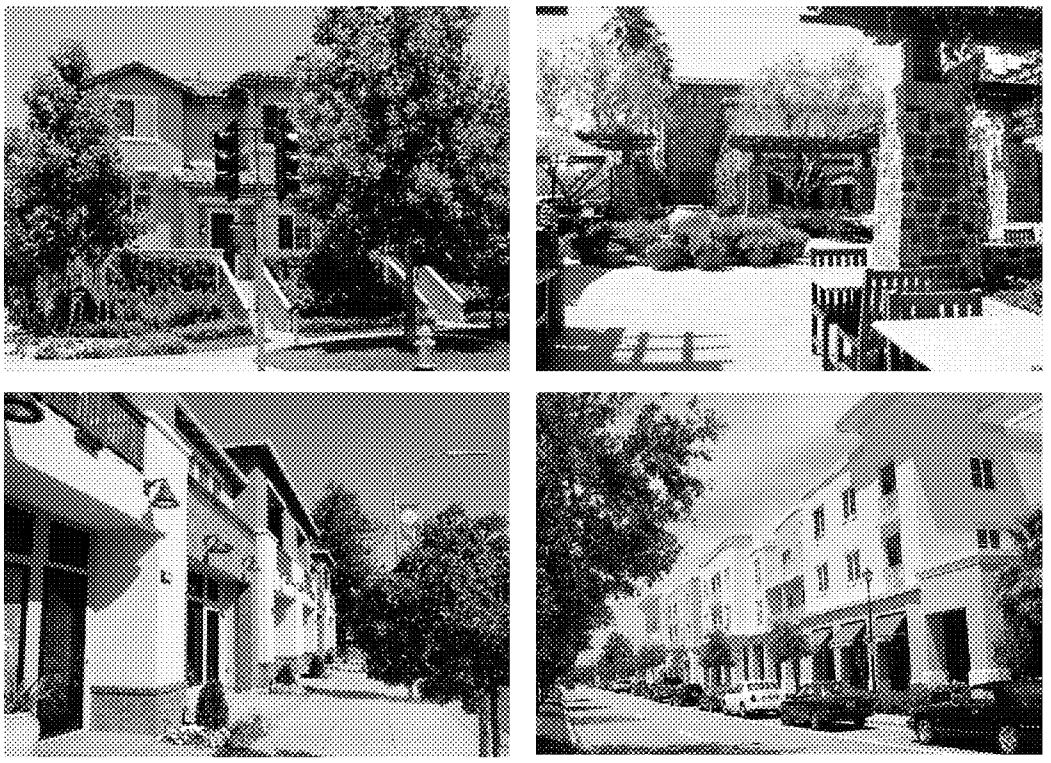

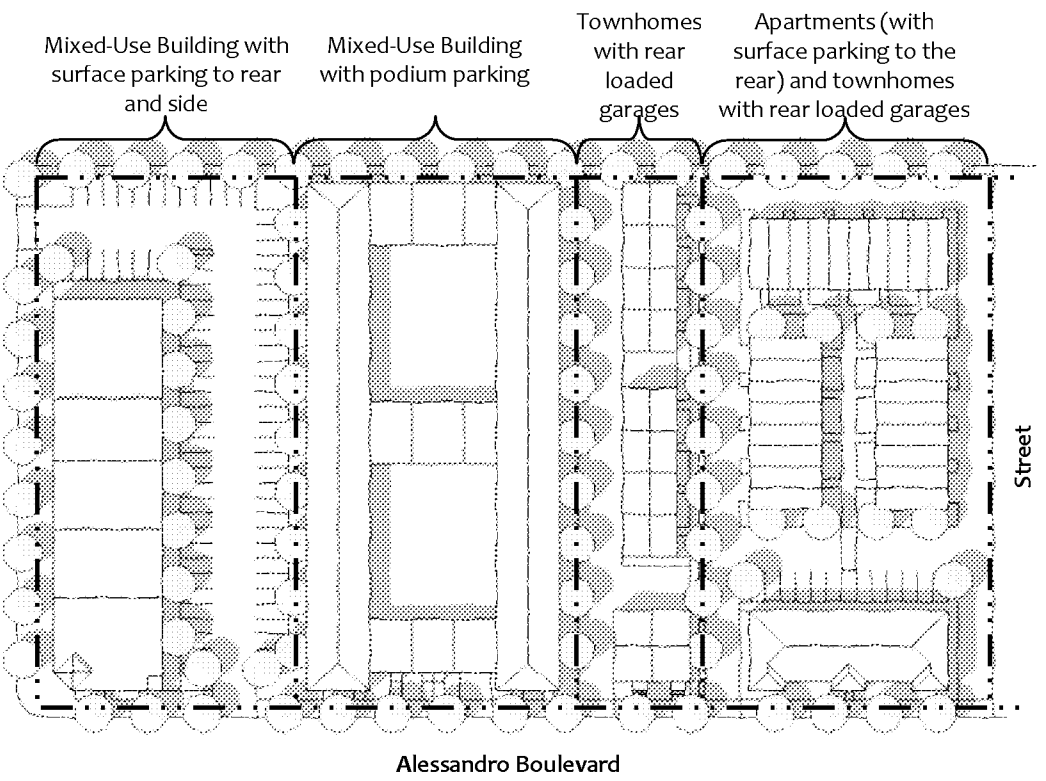

9.07.094 – Permitted Uses in Mixed-Use Overlay Districts

For the mixed-use overlay districts, unless otherwise expressly provided in this Title, permitted uses are limited to those described in the Permitted Uses Table 9.02.020-1 in Section 9.02.020 (Permitted Uses) of this Title. Any use not listed in Table 9.02.020-1 as a permitted use, conditional use, or accessory use shall be prohibited.

9.07.095 – Mixed-Use Overlay District Site Development Standards

This Section provides standards that govern development on properties located in the Mixed-Use Overlay Districts. See Table 9.07.095-10 (Mixed-Use Overlay District Development Standards) and related illustrations. For the purpose of this Zoning Code, mixed-use projects shall comply with nonresidential standards when no mixed-use standards exist.

Table 9.07.095-10: Mixed-Use Overlay District Development Standards

Development Features	*MUI*	*MUC*	*MUN*
Density Standards	*Maximum density for residential uses expressed as dwelling units per net acre. See § 9.08.060 (Development Density)*		
Residential Uses	40 du/ac	30 du/ac	30 du/ac
Intensity Standards	*Maximum floor area ratio (FAR) for nonresidential uses.*		
Nonresidential Uses **(1)**	1.0 (less than 50% residential) 1.25 (greater than 50% residential)	1.0	1.0
Block Standards	*Maximum dimensions required for each newly created block as measured from edge of right-of-way line. See "Block" in § 9.15.030 (Definitions). See Figure 9.07.095-4.*		
Block Length (A)	600 ft (max)	500 ft (max)	500 ft (max)
Block Perimeter (B)	1,800 ft	1,600 ft	1,500 ft

Notes:
(1) Podium and underground parking is not counted toward floor area ratio (FAR). Includes residential FAR.

Table continued on next page

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Table 9.07.095-10: Mixed-Use Overlay District Development Standards (continued)

Development Features	*MUI*	*MUC*	*MUN*
Building Placement Standards			
Build-to-Zone	*The area between the minimum and maximum setbacks within which the principal building's front façade (building façade line) is to be located. See "Build-to-Zone" in § 9.15.030 (Definitions). See Figure 9.07.095-5*		
Front (C) Along Alessandro Blvd	0 - 15 ft	0 - 10 ft	0 - 10 ft
Front (D) All other Streets	0 - 15 ft	0 - 10 ft	0 - 10 ft
Street Side Setback (E)	0 - 15 ft	0 - 10 ft	0 - 10 ft
Setback	*Minimum and maximum required setbacks. See § 9.08.030 (Accessory Structures) for allowed projections into setbacks. See Figure 9.07.095-6*		
Front Setback (F) Along Alessandro Blvd	0 ft (min); 15 ft (max)	0 ft (min); 10 ft (max)	0 ft (min); 10 ft (max)
Front Setback (G) All other Streets	0 ft (min); 15 ft (max)	0 ft (min); 10 ft (max)	0 ft (min); 10 ft (max)
Street Side Setback (H)	0 ft (min); 15 ft (max)	0 ft (min); 10 ft (max)	0 ft (min); 10 ft (max)
Interior Side Setback (2) (I)	5 ft (min); No max	5 ft (min); No max	5 ft (min); No max
Rear Setback (2) (J)	10 ft (min); No max	10 ft (min); No max	10 ft (min); No max
Building Frontage Length	*% of building built to BTZ. See "Build-to-Zone" in § 9.15.030 (Definitions). See Figure 9.07.095-7.*		
Within 300 ft of street intersections (K)	65%	65%	65%
Over 300 ft from street intersections (L)	50%	50%	50%
Building Standards	*See "Underground Levels" and "Mezzanines/Lofts" in § 9.15.030 (Definitions). See Figure 9.07.095-8.*		
Number of Stories (3) (M)	5 max	4 max	3 max
Maximum Height (3) (N)	60 ft	55 ft	45 ft
Underground Levels (O)	Allowed	Allowed	Allowed
Mezzanines/Lofts (4) (P)	Allowed	Allowed	Allowed
Building Frontage Types	*See § 9.07.096 (Frontage Type Standards).*		
Along Alessandro Boulevard within 300 ft of Intersections (Q)	Live-Work Office Storefront	Live-Work Office Residential Storefront	Live-Work Office Residential Storefront
Elsewhere (R)	Live-Work Office Residential Storefront	Live-Work Office Residential Storefront	Live-Work Office Residential Storefront

Notes:

(2) Wherever a lot abuts a lot in any single-family residential district, a minimum setback equal to the building height, but not less than 10 feet shall be required.

(3) Wherever a lot abuts a lot in any single-family residential district, a 15-foot upper story stepback is required for those portions of buildings that are above 30 feet from finished grade.

(4) Mezzanines and lofts shall not be counted as a floor if less than 1/3 of the unit's floor area.

Table continued on next page

Table 9.07.095-10: Mixed-Use Overlay District Development Standards (continued)

Development Features	*MUI*	*MUC*	*MUN*
Site Planning Standards			
Parking Standards	*See § 9.11 (Parking Standards) and Figure 9.07.095-9.*		
Surface Parking (S)	20 ft min setback from front lot line; 15 ft min setback from side lot line	20 ft min setback from front lot line; 15 ft min setback from side lot line	20 ft min setback from front lot line; 15 ft min setback from side lot line
Garage / Tuck-Under Parking (T)	Prohibited along front lot lines	Prohibited along front lot lines	Prohibited along front lot lines
Underground / Podium Parking (U)	Allowed beneath building footprint	Allowed beneath building footprint	Allowed beneath building footprint
Above-Ground Parking Structure **(5)** (V)	Allowed if screened from views from public right-of-way and adjacent single-family residential districts	Allowed if screened from views from public right-of-way and adjacent single-family residential districts	Allowed if screened from views from public right-of-way and adjacent single-family residential districts
Open Space Standards			
Publicly Accessible Open Space (nonresidential)	*See § 9.07.098 (Open Space Standards – Publicly Accessible Open Space).*		
	15% of net lot area	10% of net lot area	10% of net lot area
Private Open Space (multi-family residential)	*See § 9.07.099 (Open Space Standards – Private/Common Open Space).*		
1st floor	150 sq ft per unit	150 sq ft per unit	150 sq ft per unit
Upper floors	100 sq ft per unit	100 sq ft per unit	100 sq ft per unit
Common Open Space (multi-family residential)	300 sq ft per unit	300 sq ft per unit	300 sq ft per unit

Notes:

(5) Minimum interior depth of building liner space that wraps above-ground parking structures facing Alessandro Boulevard shall be 30 feet from the building façade line, as defined in Section 9.15.030 (Definitions).

Figure 9.07.095-4: Block Standards

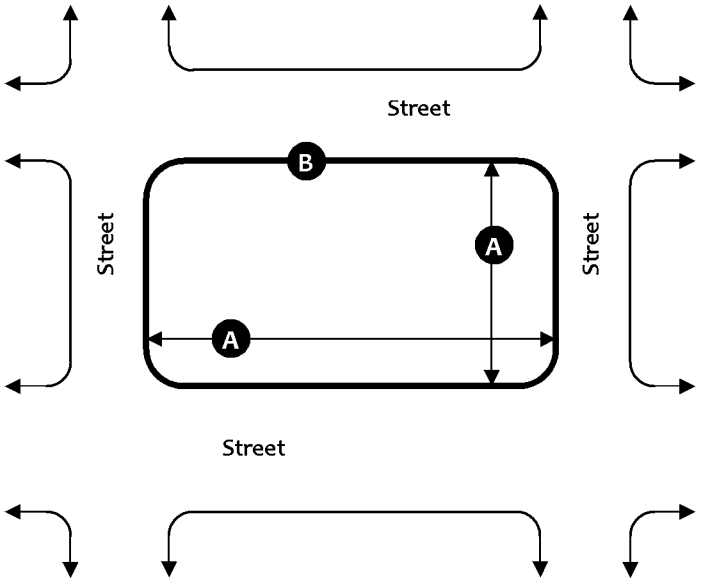

Figure 9.07.095-5: Build-to-Zone Standards

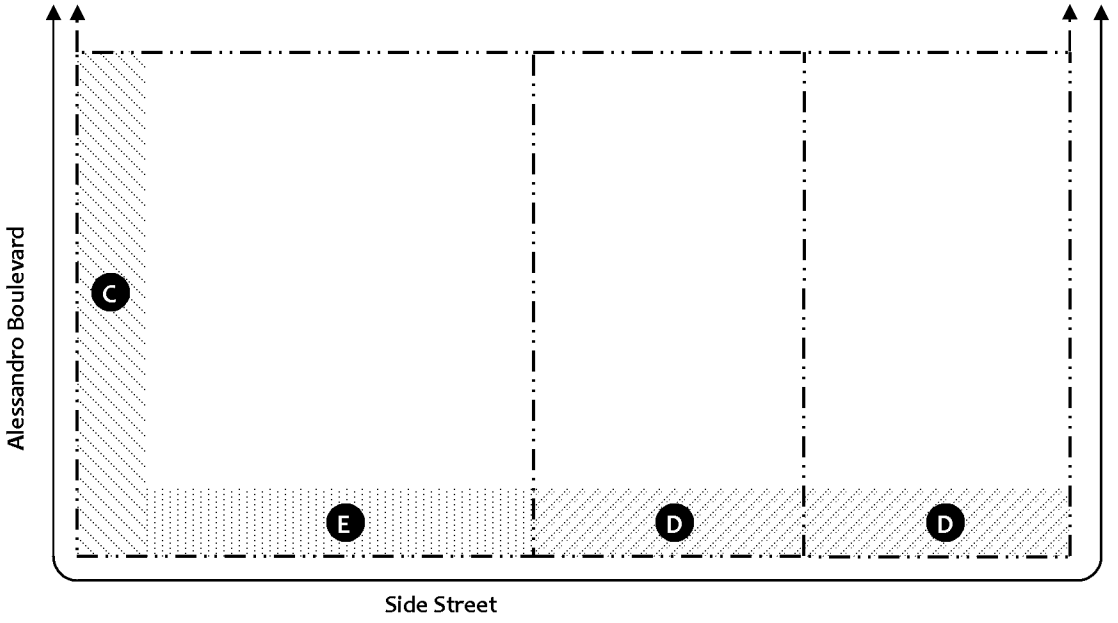

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Figure 9.07.095-6: Setback Standards

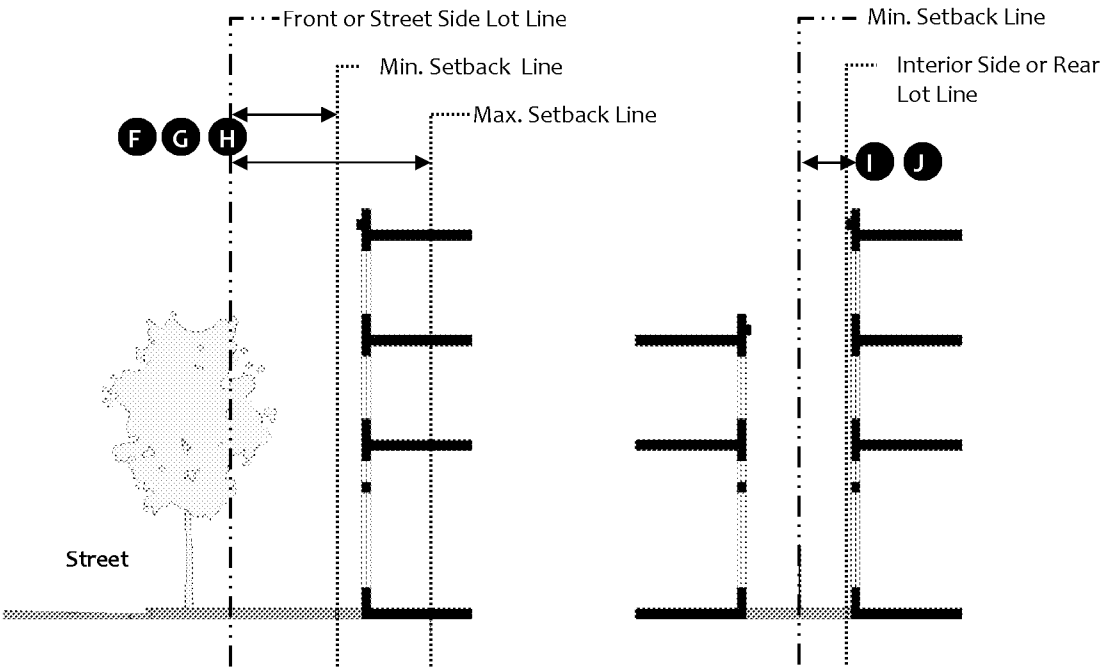

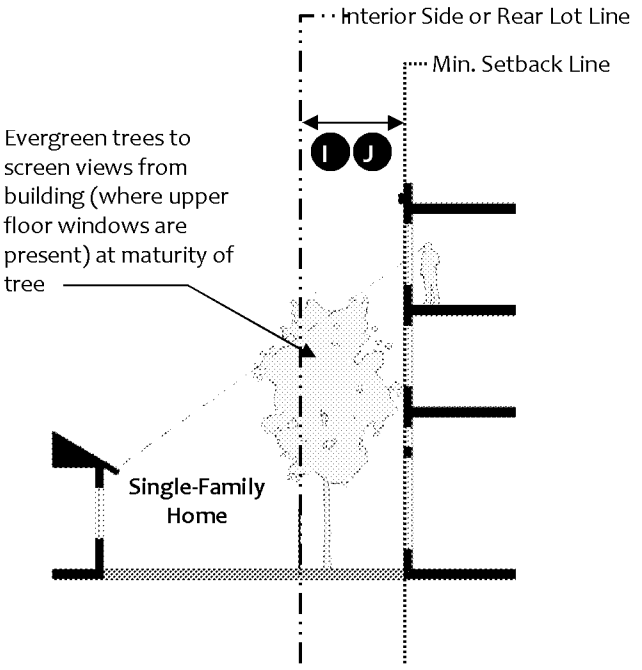

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Figure 9.07.095-7: Building Frontage Length

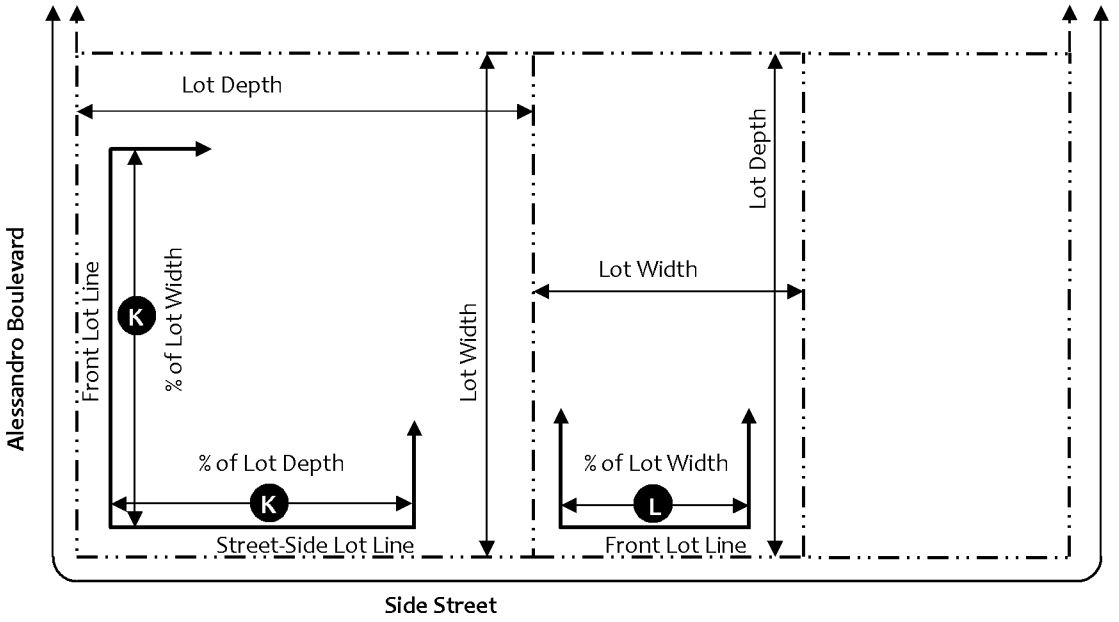

Figure 9.07.095-8: Building Standards and Building Frontage Types

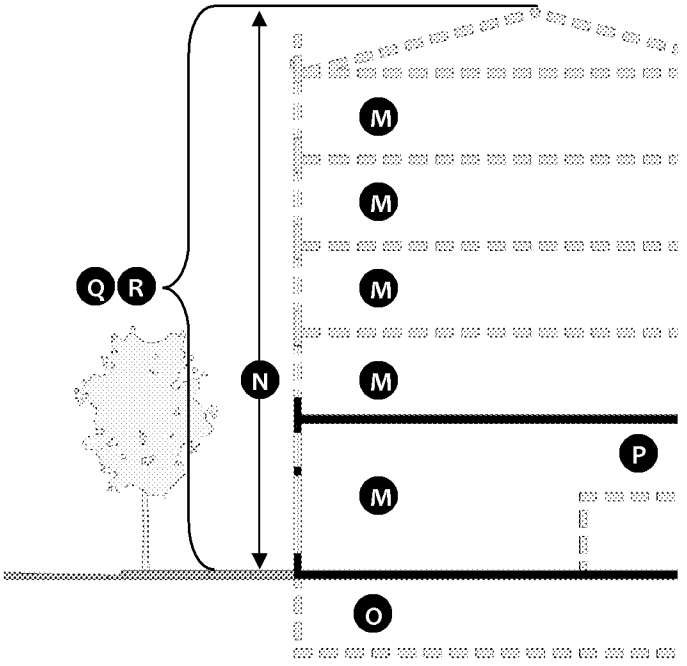

Figure 9.07.095-9: Parking Standards

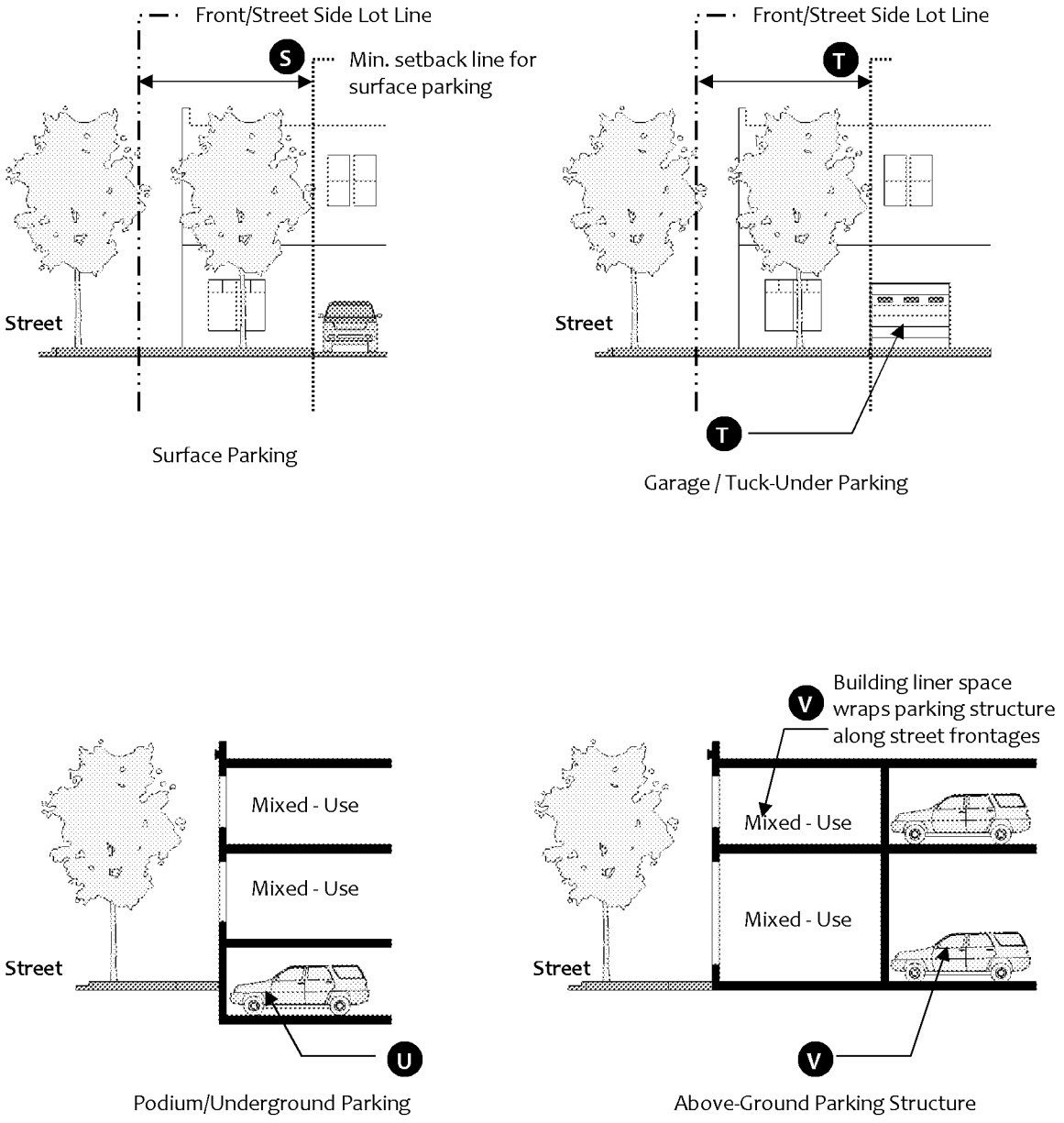

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9.07.096 – Building Frontage Type Standards

This Section provides frontage type standards for buildings in the mixed-use overlay districts. Table 9.075.050-10 specifies allowable building frontage types for each mixed-use overlay district.

A. Types of building frontages.

1. **Live-Work/Office Fronts:** A frontage that reinforces both residential and work activities that can occur in the building. The elevation of the ground floor is located at or near the grade of sidewalk to provide direct public access to the building. Entrances and windows are provided on the front of the facade to provide eyes on the street and direct sidewalk access to commercial and office uses. The front setback (if provided) may be improved with landscaping or as an extension of the public sidewalk to create a more pedestrian-friendly environment. See also Section 9.09.250 (Live-Work Development).

2. **Residential Fronts:** A frontage that reinforces the residential character and use of the building. The elevation of the ground floor is elevated above the grade of the lot to provide privacy for residences by preventing direct views into the home from the sidewalk. Entrances and windows are provided on the front of the facade to provide eyes on the street and direct sidewalk access to the building. Stoops are allowed to project into the front setback to enhance entrances. The front setback is primarily improved with landscaping.

3. **Storefronts:** A frontage that reinforces the commercial character and use of the ground floor of the building. The elevation of the ground floor is located at or near the grade of sidewalk to provide direct public access into the building. Large storefronts display windows are provided on the front of the facade to encourage visual access to merchandise displays and to encourage window shopping. Awnings or marquees are provided over storefront windows and entrances. The front setback (if provided) is primarily improved as an extension of the public sidewalk to create a more pedestrian friendly environment.

B. Live-Work/Office Frontage Standards (1)		Figure 9.07.096-10
A	Elevation of Ground Floor	The ground floor elevation shall be located near the elevation of the sidewalk to minimize the need for external steps and external ADA ramps at public entrances.
B	Minimum Ground Floor Interior Height	12 feet minimum (floor-to-floor height) (Commercial Ready)
C	Ground Floor Unit Entrances	All ground floor tenant spaces that have street frontage shall have entrances on a facade fronting a street. All other ground floor uses may have a common lobby entrance along the front facade or private entrances along other facades.
	Upper Floor Unit Entrances	Entrances to upper floor units may be provided through a common lobby entrance and/or by a common entrance along a facade fronting a street.
	Recessed Entrances	Entrances may be recessed into the facade.
D	Ground Floor Windows	At least 40% of the surface area of the ground floor facade (2) shall be occupied by windows (3).
E	Upper Floor Windows	At least 25% of the surface area of each upper floor façade (2) shall be occupied by windows (3).
F	Awnings and Marquees	Awnings or marquees may be provided over storefront windows and entrances. Awning and marquees may project up to 6 feet from the facade and extend over the sidewalk provided that at least 8 feet of vertical clearance is provided.
G	Projecting Elements (Balconies, Roof Overhangs, Shade Structures, and Bay Windows)	Projecting Elements on upper floors may project three feet from the facade and project into the setback.
H	Sidewalk and Setback Treatment	The public sidewalk shall be improved with street trees with an average spacing of 30' on-center and pedestrian-scaled street lights (no taller than 14 feet). If the front facade is setback from the public sidewalk, the setback shall be landscaped and/or improved as an extension of the public sidewalk.

Notes:

(1) See Section 9.09.250 (Live-Work Development).

(2) As measured by multiplying the width of the facade by the floor-to-floor height. Opening in the facade (such as entrances to parking facilities or covered outdoor hallways/entrances) shall be subtracted from the surface area calculation.

(3) All parts of the window (e.g. head, jamb, frame, sash, sill, muntin bars, and panes) that are visible on the elevation drawing shall be included as "window" in the calculation. Portions of the window that are not visible on the elevation drawing (such as a window that is blocked by a solid balcony wall) shall not be included in the calculation).

Figure 9.0.096-10: Live-Work/Office Frontage Standards

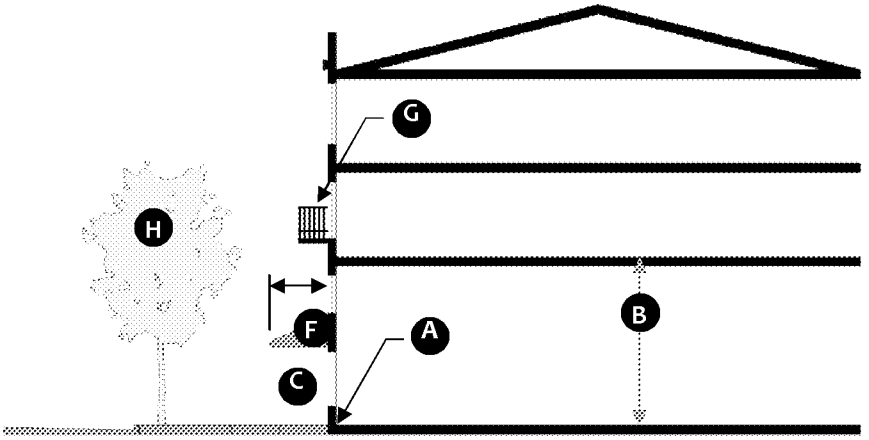

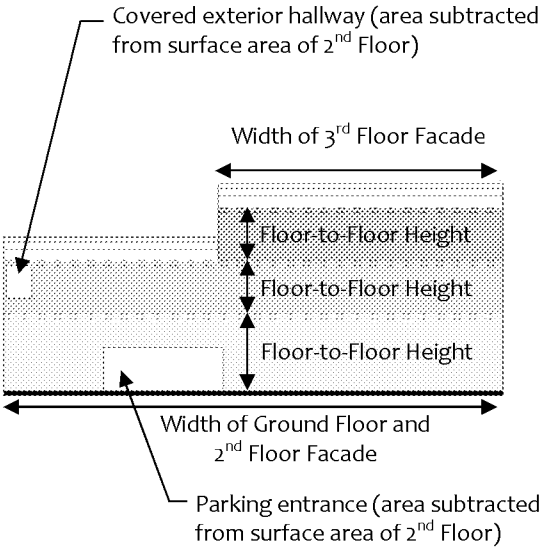

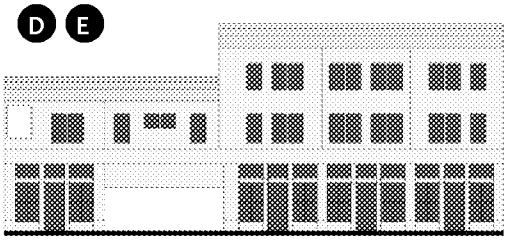

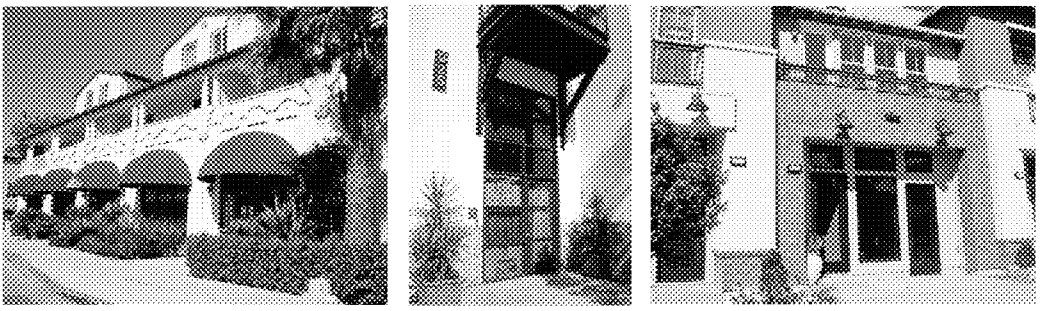

Examples of Live-Work Frontages

C.	Residential Frontage Standards	Figure 9.07.096-11
A	Elevation of Ground Floor	The ground floor elevation shall be located within 6 feet of the ground surface of the adjacent sidewalk or walkway.
B	Minimum Ground Floor Ceiling Height	10 feet minimum (floor-to-floor height)
C	Ground Floor Unit Entrances	Entrances to ground floor units that have street frontage may be provided through a common lobby entrance and/or by private entrances from the adjacent sidewalk.
	Upper Floor Unit Entrances	Entrances to upper floor units may be provided through a common lobby entrance and/or by a common entrance along a facade fronting a street.
	Recessed Entrances	Entrances may be recessed into the facade.
D	Ground and Upper Floor Windows	At least 25% of the surface area of the ground and upper floor façade (1) shall be occupied by windows (2).
E	Stoops and Front Porches	Stoops and front porches may be provided in front of building and unit entrances. Stoops and front porches may project up to 5 feet from the facade and project into the setback.
F	Projecting Elements (Balconies, Roof Overhangs, Shade Structures, and Bay Windows)	Projecting Elements on upper floors may project 3 feet from the facade and project into the setback.
G	Sidewalk and Setback Treatment	The public sidewalk shall be improved with street trees with an average spacing of 30 feet on-center and pedestrian-scaled street lights (no taller than 14 feet). If the front facade is setback from the public sidewalk, the setback shall be landscaped (excluding stoops/front porches and paved paths to building entrances).

Notes:

(1) As measured by multiplying the width of the facade by the floor-to-floor height. Opening in the facade (such as entrances to parking facilities or covered outdoor hallways/entrances) shall be subtracted from the surface area calculation.

(2) All parts of the window (e.g. head, jamb, frame, sash, sill, muntin bars, and panes) that are visible on the elevation drawing shall be included as "window" in the calculation. Portions of the window that are not visible on the elevation drawing (such as a window that is blocked by a solid balcony wall) shall not be included in the calculation).

Figure 9.07.096-11: Residential Frontage Standards

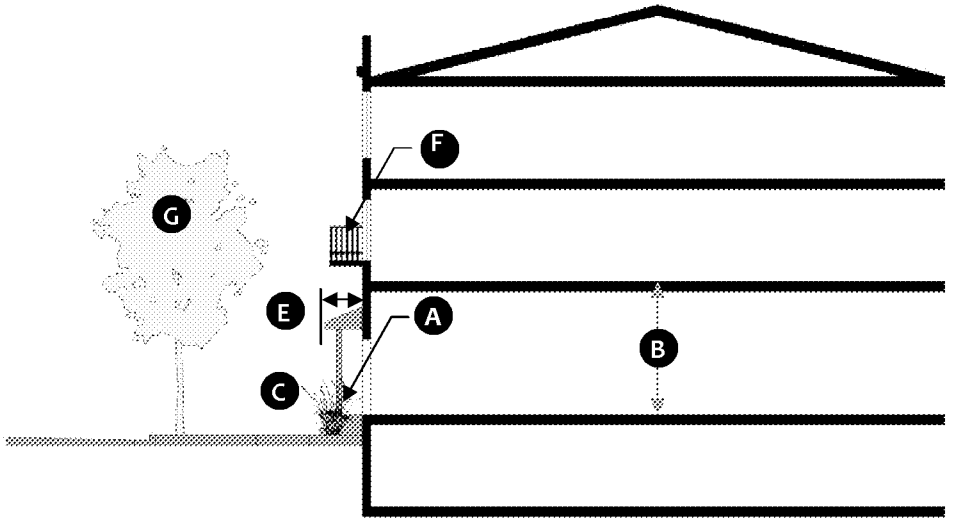

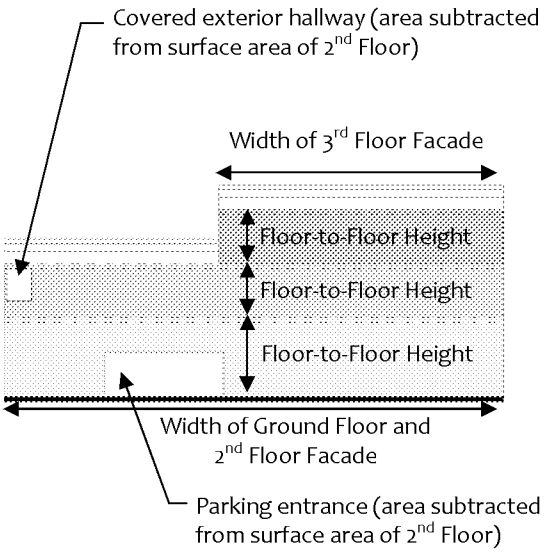

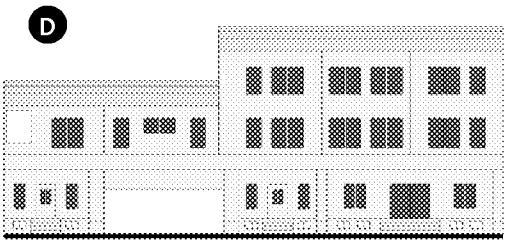

Examples of Residential Frontages

D. Storefront Standards		Figure 9.07.096-12
A	Elevation of Ground Floor	The ground floor elevation shall be located near the elevation of the sidewalk to minimize the need for external steps and external ADA ramps at public entrances.
B	Minimum Ground Floor Ceiling Height	15 feet minimum (floor-to-floor height) (Commercial Ready)
C	Storefront Entrances	All ground floor tenant spaces that have street frontage shall have storefront entrances on the facade fronting a street.
	Lobby Entrances	Lobby entrances to upper floor uses shall be located on a facade fronting a street.
	Recessed Entrances	Storefront and lobby entrances may be recessed into the facade.
D	Ground Floor Windows	At least 50% of the surface area of the ground floor façade (1) shall be occupied by windows (2).
E	Upper Floor Windows	At least 25% of the surface area of each upper floor facade[1] shall be occupied by windows[2].
F	Awnings and Marquees	Awnings or marquees are required over storefront windows and entrances. Awning and marquees may project up to 6 feet from the facade and extend over the sidewalk provided that at least 8 feet of vertical clearance is provided.
G	Projecting Elements (Balconies, Shade Structures, and Bay Windows)	Projecting Elements on upper floors may project 3 feet from the facade and project into the setback.
H	Sidewalk and Setback Treatment	The public sidewalk shall be improved with street trees with an average spacing of 30 feet on-center and pedestrian-scaled street lights (no taller than 14 feet). If the front facade is setback from the public sidewalk, the setback shall be improved as an extension of the public sidewalk.

Notes:

(1) As measured by multiplying the width of the facade by the floor-to-floor height. Opening in the facade (such as entrances to parking facilities or covered outdoor hallways/entrances) shall be subtracted from the surface area calculation.

(2) All parts of the window (e.g. head, jamb, frame, sash, sill, muntin bars, and panes) that are visible on the elevation drawing shall be included as "window" in the calculation. Portions of the window that are not visible on the elevation drawing (such as a window that is blocked by a solid balcony wall) shall not be included in the calculation).

Figure 9.07.096-12: Storefront Standards

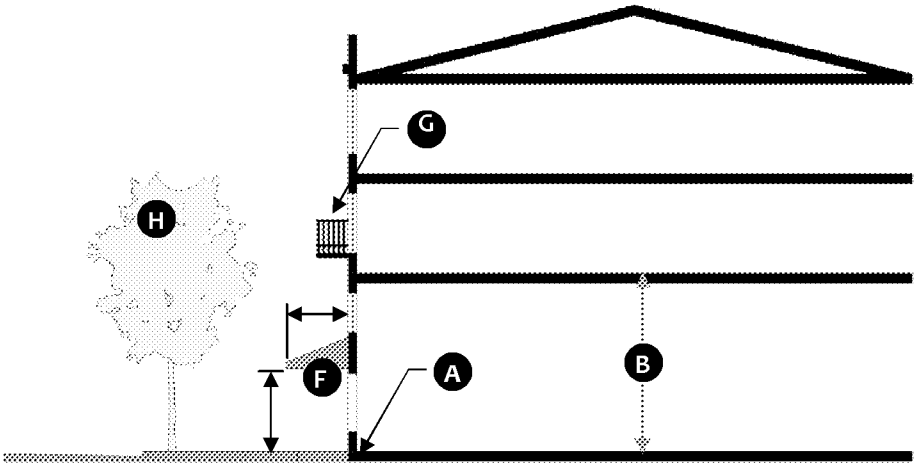

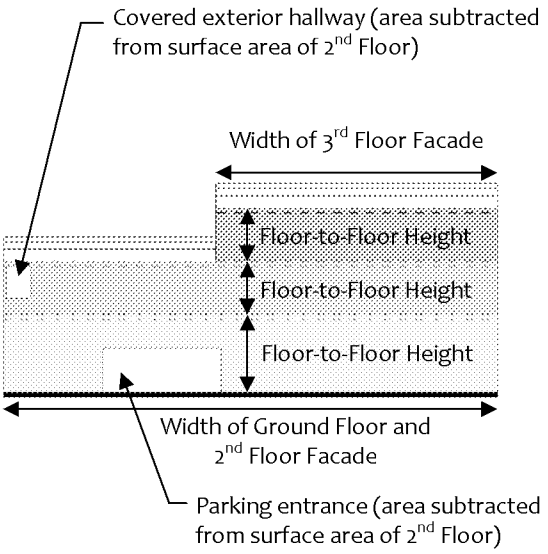

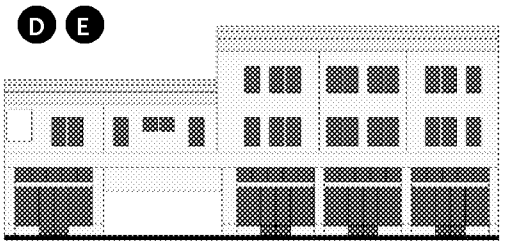

Examples of Storefronts

9.07.097 – Open Space Standards – Publicly-Accessible Open Space

This Section provides standards for publicly accessible open space areas in order to ensure a high level of pedestrian connectivity and activity between the public realm and the private realm, as defined in Chapter 9.15 (Definitions).

A. Minimum size. All new nonresidential development shall provide publicly accessible open spaces as a percentage of the total development site area as indicated in Table 9.075.050-10 (Mixed-Use Site Development Standards).

B. Eligible areas. Publicly accessible open space areas shall not include parking, driveway, or rear setback areas, but may include front and side setback areas provided that they are integrated into the overall design of the project.

C. Ground-level installation. Plazas, courtyards, or other similar publicly accessible open space areas shall be installed at ground level and shall be incorporated into the design of the development.

D. Visibility and accessibility. Public open space areas shall be visible and accessible from the public rights-of-way to engage the interest of pedestrians and encourage public use.

E. Landscaping and hardscapes. Landscaping shall comply with Chapter 9.17 (Landscape and Water Efficiency Requirements). In addition, a combination of landscape and hardscape materials shall be used in the design of these areas and shall include the following components:

1. Hardscape paving may include brick, stone, interlocking concrete pavers, textured concrete, and/or impressed patterned concrete. Hardscape elements may include, but are not limited to, seating areas, potted plant materials, water features, and public art installations.

2. The balance of the open space areas shall be landscaped with turf, shrubs, or groundcover, and trees. All plant materials shall be in proportion to the height and mass of the building and shall be permanently maintained.

F. Minimum height to width ratios. In order to achieve sunlight and air circulation in required publicly accessible open space areas, the following minimum height to width ratios shall be provided:

1. Enclosed Open Space (i.e., open space that is enclosed on four sides, such as a courtyard): 2 to 1 ratio. The required open space shall have a width of at least one-half the height of the adjacent building façade (measured perpendicularly from the façade). This requirement shall apply to all sides of the required open space.

2. Open Space that is open on one or more sides: 3 to 1 ratio. The required open space shall have a width of at least one-third the height of the adjacent building facade (measured perpendicularly from the façade). This requirement shall apply to all sides of the required open space.

G. Design configuration.

1. In the Mixed-Use Institutional Anchor (MUI) Overlay District, sharing of the required publicly-accessible open space ("quasi-public space") for nonresidential uses and the required common open space for residential uses, indicated in Table 9.07.095-10 (Mixed-Use Overlay District Site Development Standards), may be allowed by the applicable review authority when it is clear that the open space will provide direct benefit to residents of the project and the public in general subject to the following limitations:

    a. Up to 30 percent of the required open space for residential uses in a horizontal mixed use project may be provided as quasi-public open space within the nonresidential component of the project; or

    b. Up to 50 percent of the required open space for residential uses in a vertical mixed use project may be provided as quasi-public open space within the nonresidential component of the project.

    c. The minimum dimension (length and width) of shared common open space areas shall be 20 feet. These areas shall be located at grade and shall be accessible for use by the general public.

    d. Quasi-public open space areas shall not include outdoor dining areas or other outdoor activity areas for exclusive use by an individual business.

    e. Quasi-public open space areas are areas located on private property and accessible to the general public. These areas shall include pedestrian oriented amenities, including enhanced seating, lighting, paving, landscaping, public art, water features, and other similar features deemed appropriate by the Community Development Director.

2. Publicly accessible open space areas shall be located and configured as any one of the following:

    a. Forecourt: The publicly accessible open space area is located along a recessed center section of the front façade of the building as illustrated in Figure 9.07.098-13 (Publicly Accessible Open Space – Forecourt).

    b. Front: The publicly accessible open space area is located along the street facing frontage of the building as illustrated in Figure 9.07.098-13 (Publicly Accessible Open Space – Front).

    c. "L" Shaped: The publicly accessible open space area is located along the front and side of the lot as illustrated in Figure 9.07.098-13 (Publicly Accessible Open Space – "L" Shaped).

    d. Paseo or Central Courtyard: The publicly accessible open space area is located on the side of the building or along a center pedestrian paseo or courtyard as illustrated in Figure 9.07.098-13 (Publicly Accessible Open Space – Paseo or Central Courtyard).

Figure 9.07.098-13
Publicly Accessible Open Space – Forecourt

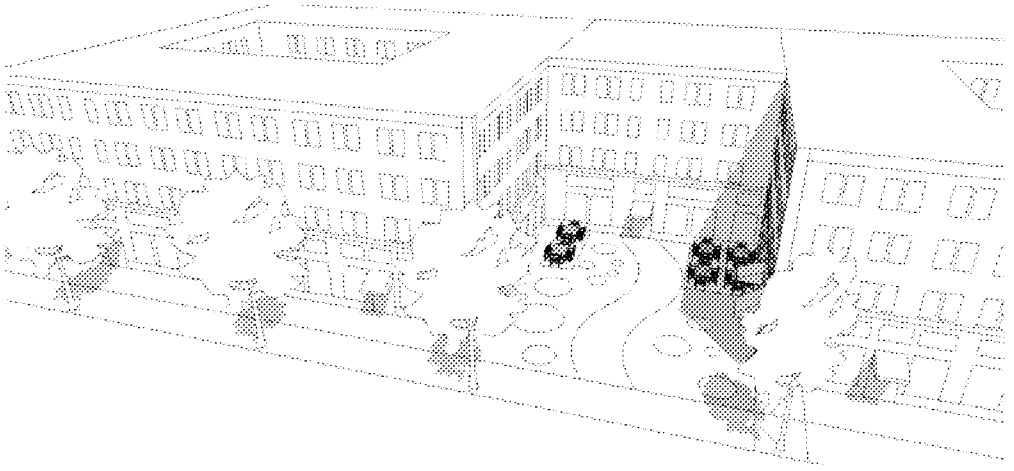

Figure 9.07.098-13
Publicly Accessible Open Space – Front

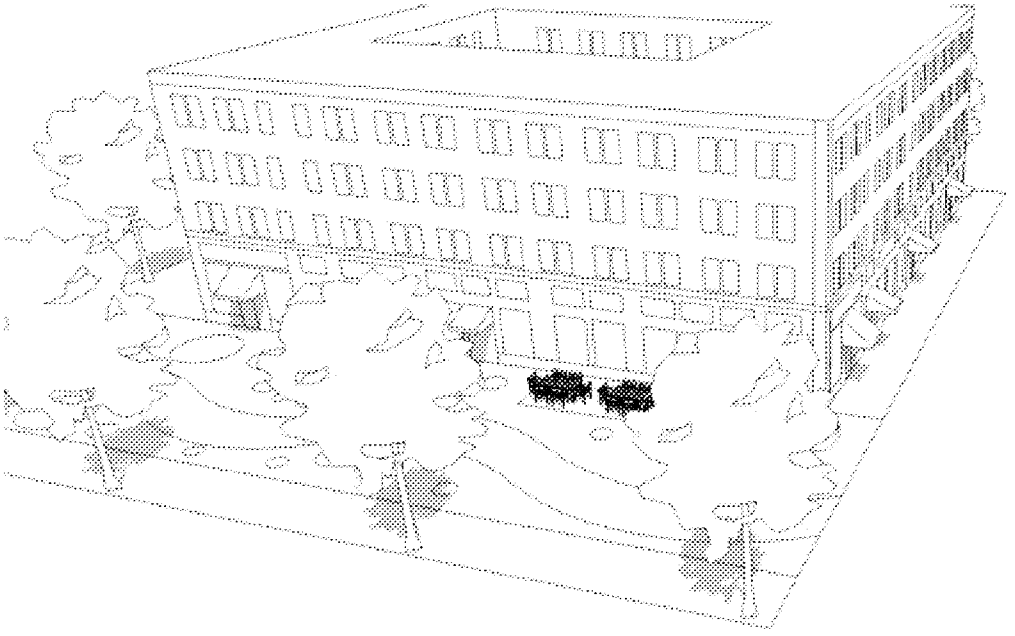

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Figure 9.07.098-13
Publicly Accessible Open Space – "L" Shaped

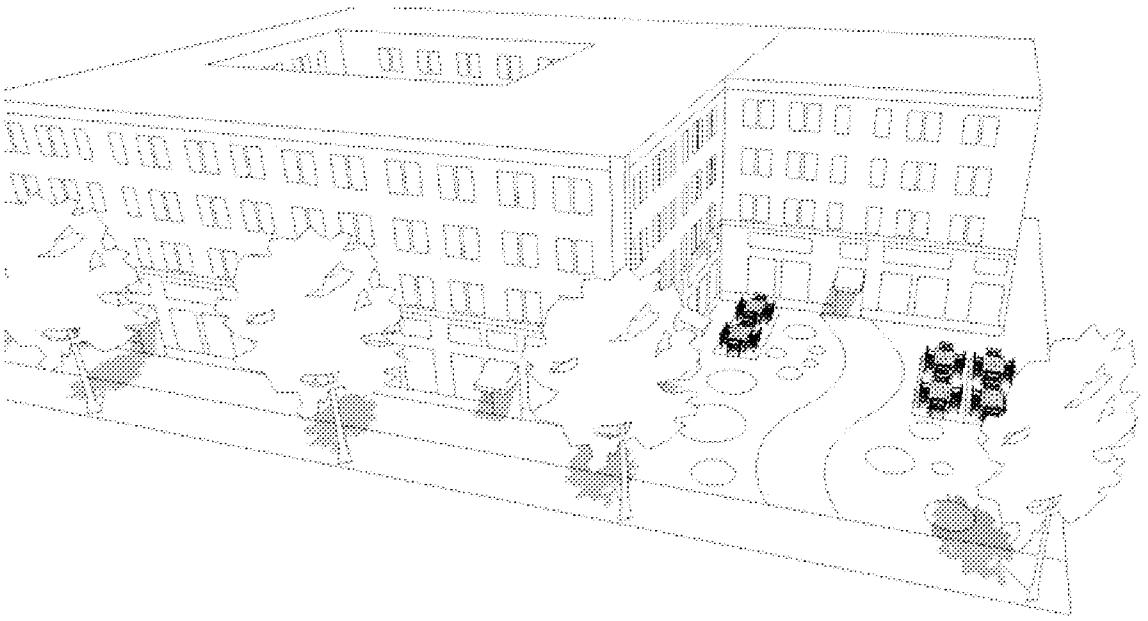

Figure 9.07.098-13
Publicly Accessible Open Space – Paseo or Central Courtyard

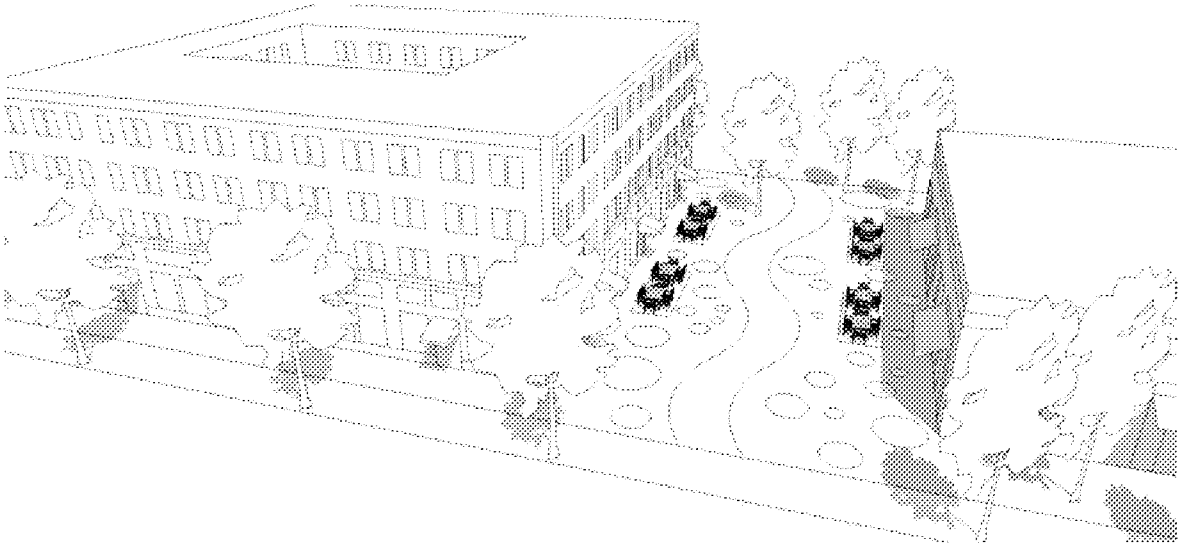

9.07.098 – Open Space Standards – Private/Common Open Space

This Section provides standards for private and/or common open space for residential uses. Private and/or common open space shall be provided in addition to the required publicly accessible open space in Section 9.07.098 (Open Space Standards – Publicly-Accessible Open Space).

A. Required amount of open space.

1. **Minimum required open space.** Private open space and common open space shall be provided in the amounts indicated in Table 9.07.095-10 (Mixed-Use Site Development Standards).

2. **Residential developments.** Private open space and common open space shall be provided on a per unit basis for residential projects and shall be a combination of the total required space divided between private areas (e.g., balconies, patios, etc.) and common areas (e.g., courtyards, playgrounds, recreation facilities, multi-purpose rooms, etc.) designed for the common use of residents as specified below.

3. **Nonresidential or mixed-use developments.** Private open space and common open space shall be provided as a percentage of the total lot area for nonresidential projects and may be used to provide site amenities such as rooftop decks, courtyards, or similar features. Mixed use developments shall combine the residential standards and the nonresidential standard to satisfy this provision.

C. Exclusive use. Private and common open space areas shall be located and designed for the exclusive use of the residents or tenants of the property and their guests and shall not be publicly accessible, except in the Civic Center Mixed-Use (CVMU) Overlay District and the Medical Center Mixed-Use (MDMU) Overlay District where sharing of the required publicly accessible open space ("quasi-public space") for nonresidential uses and the required common open space for residential uses may be allowed in compliance with Subsection 9.07.098.G. (Open Space Standards – Publicly Accessible Open Space – Design configuration).

D. Types of open space. A combination of private and common open space shall be provided to satisfy the following requirements:

1. Common open space amenities shall include, but are limited to, one or more of the following amenities: courtyards, plazas, tennis courts, swimming pools, spas, permanently equipped gym/exercise rooms, or other permanent amenity. Rooftop decks and terraces may be used to satisfy this requirement, however, these areas shall be easily accessible to all residents within the building, and face the public rights-of-way where possible.

2. Private open space areas may include balconies, patios, terraces, or rooftop decks. These areas shall be integrated into the overall architectural design of the building. Architectural elements (e.g., railings, trellises, short walls, roof-top enclosures, etc.) shall be consistent with the architectural style of the structure to which they are attached.

E. Materials and design. Open space areas shall be constructed of permanent materials and be permanently integrated into the design of the building.

F. Building height to open space width ratios. In order to achieve sunlight and air circulation in outdoor common open space areas, the following building height to open space width ratios are required:

1. Enclosed Open Space (i.e., open space that is enclosed on four sides, such as a courtyard): 1 to 1 ratio.
   The required open space shall have a width of at least one-half the height of the adjacent building façade (measured perpendicularly from the façade). This requirement shall apply to all sides of the required open space.

2. Open Space that is open on one or more sides: 2 to 1 ratio. The required open space shall have a width of at least one-third the height of the adjacent building facade (measured perpendicularly from the façade). This requirement shall apply to all sides of the required open space.

9.07.099 – Lot Area Requirements and Lot Consolidation Incentives

A. Lot area requirements. In addition to the lot area requirements provided in Table 9.07.095-10 (Mixed-Use Site Development Standards), the size and shape of each newly created lot shall be adequate to allow the full development of the allowed uses in a manner consistent with the following:

1. Adequate provision shall be made to promote safe and orderly access and circulation of pedestrian and vehicular traffic within the site and from public streets and adjacent developments;

2. Adequate provision shall be made for buildings to be sited to allow for functional use of space between structures and to provide areas for parking, access, and landscaping;

3. Adequate provision shall be made to ensure the compatibility of the site development with surrounding development in regard to size, scale, building and site design, and limitation of overshadowing effects; and

4. The proposed development shall not limit or adversely affect the growth and development potential of adjacent properties or the general area in which the proposed development will be located.

B. Lot consolidation incentives.

1. **Allowable incentives for lot consolidation.** In order to encourage the assembly of smaller existing lots into larger lots that can be more efficiently developed into a mixed-use project, the following incentives are offered:

   a. Reduction in required parking for a mixed-use project when approved in compliance with Section 9.11.070 (Adjustments to Off-Street Parking requirements).

   b. Increase in maximum floor area ratio (FAR), up to a maximum of 10 percent.

   c. Reduction in common and/or private open space requirements, up to a maximum of 10 percent.

2. **Eligibility for incentives.**

   a. Consolidation of existing small lots into a development project site of one acre or greater up to two acres shall be eligible for any two of the allowable incentives identified above.

   b. Consolidation of existing small lots into a development project site of two acres or greater shall be eligible for any four of the allowable incentives identified above.

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Chapter 9.09 – Specific Use Development Standards [New]

Sections:

9.09.250 – Live-Work Development
9.09.260 – Mixed-Use Development
9.09.270 – Outdoor Dining

9.09.250 – Live-Work Development

This Section provides operational and compatibility standards for the development of live/work units. These standards are in addition to the standards for live-work development provided in Chapter 9.07.090 (Mixed-Use Overlay Districts).

A. Allowed Uses.

1. The nonresidential component of a live/work unit shall only be a nonresidential use allowed within a mixed-use overlay district, except that certain uses are determined to be not appropriate within a residential environment and are therefore prohibited as provided in subsection B, below.

2. The residential component of a live/work unit shall only be a residential use allowed within a mixed-use overlay district.

B. Prohibited Uses. A live/work unit shall not be used for any of the following activities or similar activities as determined by the Community Development Director:

1. Adult-oriented businesses;

2. Animal care or boarding;

3. Classroom instruction (e.g., art/music lessons, tutoring, and similar uses) involving five or more students at any one time;

4. Commercial food preparation activities;

5. Industrial uses;

6. Vehicle maintenance or repair (e.g., body or mechanical work, including boats and recreational vehicles), vehicle detailing and painting, upholstery, etc.;

7. Storage of flammable liquids or hazardous materials beyond that normally associated with a residential use;

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8. Medical and dental offices, clinics, and laboratories (not including chiropractors or counselors/psychotherapists);

9. Activities or uses that are not compatible with residential activities or that would clearly conflict with other live/work activities or the character of the surrounding neighborhood as determined by the Community Development Director; and

10. Activities or uses that would adversely affect the health or safety of live/work unit residents, because of dust, glare, heat, noise, noxious gases, odor, smoke, traffic, vibration, or other impacts, or that would be hazardous because of materials, processes, products, or wastes.

C. Site Planning and Design Standards.

1. Each live/work unit fronting a public right-of-way shall have a pedestrian-oriented frontage that allows views into the interior of the nonresidential areas of the unit.

2. Each live/work unit shall have a clearly identified, separate access from other live/work units within the structure or development. Access to individual units shall be from common access areas, parking lots, or walkways. Access to each unit shall be clearly identified to provide for emergency services.

3. The living space within the live/work unit shall be contiguous with the working space, with direct access between the two areas.

D. Operational standards.

1. No portion of a live/work unit shall be separately sold or rented.

2. The owner or developer of a structure containing live/work units shall provide written notice to all occupants, tenants, and users that the surrounding area may be subject to higher impacts associated with nonresidential uses (e.g., noise) than exist in more predominantly residential areas. Performance standards for live/work units shall be those applicable to nonresidential uses allowed in the zoning district in which the live/work units are located.

3. All activities related to the "work" component of a live/work unit shall be conducted within a completely enclosed building.

4. Up to two additional persons who do not reside in the live/work unit may work in the unit.

5. Client and customer visits to live/work units are allowed.

6. Parking for each live/work unit shall be provided in compliance with Chapter 9.11 (Parking, Pedestrian, and Loading Requirements).

7. A live/work unit shall not be converted to either entirely residential use or entirely nonresidential use.

8. A live/work use may display a window or building-mounted sign up to a maximum of five percent of the building frontage area used for commercial purposes. Signs shall not be illuminated, including neon signs.

9.09.260 – Mixed-Use Development

This Section provides operational and compatibility standards for mixed-use development. These standards are in addition to the standards provided in Chapter 9.07.090 (Mixed-Use Overlay Districts).

A. Operational standards.

1. **Hours of operation.** Outdoor nonresidential uses in mixed-use projects shall be prohibited from operating between the hours of 10:00 p.m. and 7:00 a.m. These hours may be modified through approval of a Conditional Use Permit in compliance with Section 9.02.060 (Conditional Use Permits).

2. **Joint tenants and owners association.**

   a. A joint tenants and owners association shall be formed to ensure the well-being of each tenant and owner in a mixed-use project.

   b. The association bylaws, including voting rights, shall be subject to review by the City Attorney and approval by the Director. The association's bylaws shall include the following:

      (1) Assignment of parking spaces per each use.

      (2) Identification of maintenance responsibilities for landscaping, parking facilities, and recycling and refuse storage facilities.

      (3) Noise notification procedures.

      (4) Relationship between uses regarding association representation.

      (5) Voting procedures.

      (6) Procedures for solving problems that may arise between the different types of uses or residents.

3. **Loading and unloading activities.** Where applicable, the covenants, conditions, and restrictions of a mixed-use project shall indicate the times when the loading and unloading of goods may occur on the street, provided that in no event shall loading or unloading take place after 10:00 p.m. or before 7:00 a.m. on any day of the week.

4. **Noise notification.**

   a. Residents, whether owners or tenants, of a mixed-use development project shall be notified in writing before taking up residence that they will be living in an urban type of environment and that the noise levels may be higher than a typical residential area.

   b. The covenants, conditions, and restrictions of a mixed-use project shall require that the residents acknowledge their receipt of the written noise notification. Their signatures shall confirm receipt and understanding of this information.

B. Fences and walls. In addition to the regulations in Section 9.08.070 (Fences and Walls), fences and walls shall be subject to the following regulations:

1. **Separation wall required.** A masonry separation wall shall be constructed on all property lines adjacent to any single-family residential district. Pedestrian access points are encouraged and may be allowed subject to approval of the Community Development Director. The separation wall shall be six feet in height, as measured from the highest elevation of land contiguous to the wall, except in a required front setback area and in a required exterior side setback area for a corner, reverse corner or key lot, where the wall shall be limited to 36 inches in height.

2. **Other fences and walls.** Fences and walls are allowed in any yard area subject to the following height regulations:

   a. Front yard area. In the front yard area, the height shall be limited to 36 inches.

   b. Street side yard. In street side yard areas, the height shall be limited to 36 inches.

   c. All other areas. In all other areas, the height shall be limited to six feet, as measured from the side of the fence or wall with the highest grade.

3. **Location.** All perimeter fences and walls shall be constructed on the property line unless a different location is permitted by the Community Development Director. No parallel wall or fence shall be constructed less than five feet from an existing wall or fence, unless approved by the Community Development Director.

4. **Materials.**

   a. Chain link fencing shall not be erected between a primary or accessory structure and a public or private street, except that chain link fencing may be used for security purposes for public utility structures and for temporary fencing needs (construction sites, special events, vacant lots, etc.).

   b. Barbed wire and concertina wire are prohibited, except at public utility structures.

C. Landscaping. Landscaping shall comply with Chapter 9.17 (Landscape and Water-Efficiency Requirements).

D. Screening and buffering standards. Mechanical and air-conditioning equipment shall be screened and buffered in compliance with Section 9.10.130 (Mechanical and Electrical equipment).

E. Signs. Signs shall comply with Chapter 9.12 (Sign Regulations). In addition, in a mixed-use overlay district where both residential and nonresidential uses are allowed, the signage rights and responsibilities applicable to a particular use shall be determined as follows: residential uses shall be treated as if they were located in the residential area where that type of use would be allowed as a matter of right, and nonresidential uses shall be treated as if they were located in a district where that particular use would be allowed, either as a matter of right or subject to a discretionary process.

I. Trash and recycling enclosures.

1. Recycling and refuse storage facilities shall be located as far away as possible from residential units and shall be completely screened from view from adjacent residential portions of the project or another adjacent residential uses in compliance with Section 9.08.150 (Screening Requirements).

2. The location and design of recycling and refuse storage facilities shall mitigate nuisances from odors when residential uses might be impacted.

3. The location and design of recycling and refuse storage facilities shall be integrated into and be compatible with the architectural design and details of the overall project.

J. Sound mitigation. Residential dwelling units shall be designed to be sound attenuated against present and future project noise. New projects or new nonresidential uses in existing projects shall provide an acoustical analysis report, by an acoustical engineer, describing the acoustical design features of the structure required to satisfy the exterior and interior noise standards.

K. Design criteria.

1. A mixed-use development project shall be designed and constructed to:

   a. Be pedestrian in its focus by:

      i. Providing direct pedestrian linkages to adjacent public sidewalks.

      ii. Creating enhanced pedestrian connections throughout the project between residential and nonresidential uses and parking areas.

      iii. Providing enhanced pedestrian amenities throughout the project, including seating, pedestrian area lighting, special paving, public art, water features, common open space, directories, and similar items to create a pleasant pedestrian experience.

      iv. Incorporating architectural design elements and materials that relate to a pedestrian scale.

   b. Locate uses in proximity to one another without large intervening parking lots so that it is convenient for people to walk between the various uses and park their vehicles only once.

   c. Create a pedestrian scale and character of development along the street by providing significant wall articulation and varying roof heights, incorporating pedestrian scale elements (e.g., doors, windows, lighting, landscaping), and locating storefronts and common open space areas (e.g., plaza, courtyard, outdoor dining) near the public sidewalk to contribute to an active street environment.

   d. Provide a transition to adjacent residential uses –in compliance with the standards provided in Table 9.075.050-10 (Mixed-Use Overlay District Development Standards).

2. Consistent use of architectural details and materials. Architectural style and use of quality materials shall be compatible and consistent throughout an entire mixed-use project.

However, differences in architectural details and materials may occur to differentiate between the residential and nonresidential portions of the project. The overall project design and site layout shall be one that promotes a strong pedestrian environment and active street frontage. This can be accomplished by incorporating features into the project as outlined in Paragraph 3, below.

3. Features.

   a. Street level features. Variations in the front building plane shall be incorporated through the use of varying building setbacks, variations in wall planes, and the inclusion of pedestrian amenities (e.g., plaza, courtyard, outdoor dining, landscaping). Long expanses of blank walls shall be prohibited.

   b. Pedestrian-oriented features. At least 75 percent of the building frontage facing a public street, primary pedestrian way, or parking lot shall be devoted to pedestrian-oriented features (e.g., storefronts, pedestrian entrances to nonresidential uses; transparent display windows; landscaping).

   c. Upper level features. Upper floor balconies, bays, and windows shall be provided whenever opportunities exist for these types of features.

   d. Entrances. When nonresidential and residential uses are located in a vertical mixed use structure, separate pedestrian entrances shall be provided for each use. The entrances for nonresidential uses shall be designed to be visually distinct from the entrances for residential uses. Entrances to individual residential units in a vertical mixed use project shall not be allowed along a street frontage. Instead shared entrances to residential units located above the ground floor shall be from lobbies that serve multiple units.

   e. Neighborhood interface. The design of new infill development shall be sensitive to the scale and design characteristics of established structures in abutting residential neighborhoods, with the objective of achieving a harmonious transition between the new development and existing neighborhood. Consideration shall be given to factors including, but not limited to, orientation of architectural features, building articulation, and exterior building treatments.

   f. Lighting. Lighting shall be incorporated along sidewalks or other pedestrian walkways, plazas, paseos, courtyards, and other common open areas to enhance the pedestrian environment and increase public safety. Lighting for nonresidential uses shall be designed, located, and shielded to ensure that they do not adversely impact the residential uses, but shall provide sufficient illumination for access and security purposes consistent with the provisions of Section 9.08.100 (Lighting).

   g. Security. Projects shall be designed to minimize security risks to residents and to minimize the opportunities for vandalism and theft. This may be accomplished by:

      i. Maximizing visibility to common open space areas, internal walkways, and public sidewalks. Use opportunities for natural surveillance to increase visibility.

      ii. Using walkways, low fences, lighting, signage, and landscaping to clearly guide people and vehicles to and from the proper entrances.

iii. Eliminating areas of concealment, hiding places, and dead spaces.

iv. Using lighting to improve the visibility of common areas while enhancing the pedestrian environment. Lighting should not be overly bright and should provide a uniform level of light over the subject area to eliminate dark spaces.

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9.09.270 – Outdoor Dining

This Section provides standards for outdoor dining areas.

A. **Public property.** Outdoor dining on public property shall require approval of an encroachment permit by the Public Works Director and compliance with the standards of the Public Works Department.

B. **Private property.** Outdoor dining on private property shall comply with the following standards:

1. **Coordinated design scheme.** The design and appearance of proposed improvements or furniture (e.g., tables, chairs, benches, umbrellas, planters, menu boards, etc.) to be placed in an outdoor dining area shall present a coordinated theme and shall be compatible with the appearance and design of the primary structure, as determined by the Director.

2. **Hours of operation.** Hours of operation for outdoor dining areas shall coincide with those of the associated indoor restaurant.

3. **Property maintenance.** The operator shall maintain the outdoor dining area(s) in a neat, clean, and orderly condition at all times. This shall include all tables, benches, chairs, displays, or other related furniture. An adequate number of trash receptacles shall be provided to serve the outdoor dining area.

4. **Outdoor bar prohibited.** A bar designed and/or operated to sell or dispense any alcoholic beverages shall not be allowed in the outside dining area.

5. **Location.** Outdoor dining areas may be allowed to locate in required setback areas but shall not encroach into required parking areas. They may be allowed to encroach into a public right-of-way with an approved Encroachment Permit issued by the City Engineer.

6. **Noise.** Amplified sound (e.g., music, television, etc.) shall not be audible beyond the lot line.

C. **Review criteria.** When reviewing an application to allow outdoor dining, the review authority shall consider the relation of outdoor dining areas to sensitive noise receptors (e.g., hospitals, schools, and residential uses). Mitigation measures shall be applied to eliminate potential impacts related to glare, light, loitering, and noise.

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Chapter 9.11 – Parking, Pedestrian, and Loading Requirements [New/Revised]

9.11.030 – General Regulations

H. Rear Parking. Parking in the rear of buildings and service area shall be limited to five percent of the total required off-street parking, except in the mixed-use overlay districts identified in Chapter 9.075 (Mixed-Use Overlay Districts).

9.11.040 – Off-Street Parking Requirements

Table 9.11.040A-12: Off-Street Parking Requirements

Use	Requirement	Covered Parking	Notes
Residential Uses			
Live-Work Units (residential component)	2/unit	2 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is NOT included in the minimum required parking standard and can be shared with the business aspect of the "Live-Work" parking standard.
Residential Component of Mixed-Use Project	See Multiple-Family requirements in Table 9.11.040A-12	See Multiple-Family requirements in Table 9.11.040A-12	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard and may be shared with the non-residential component. Alternate parking requirements may be permitted subject to approval of a parking study pursuant to Section 9.11.070(A) of this chapter.

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Table 9.11.040B-12: Off-Street Parking Requirements

Commercial Uses	Minimum Requirement	Notes
Eating and Drinking Establishments	1/100 sq. ft. of gross floor area up to 6,000 sq. ft. 1/75 sq. ft. of gross floor area over 6,000 sq. ft.	A minimum of 10 spaces required for stand-alone use. No additional parking required if outdoor dining area comprises no more than 15 percent of the interior gross floor area of the primary food service use; If outdoor dining area is over 15%, 1 space for every 60 sq ft or 1 space for every 3 seats, whichever is greater.
Eating and drinking establishments within shopping centers of 25,000 square feet of building area or greater.	1/225 sq. ft. of gross floor area up to 15% of the shopping center gross building square footage.	Eating and drinking establishments within shopping centers of 25,000 square feet of building area or greater.

9.11.060 – Off-Street Bicycle Parking Requirements

A. Type of Facilities.

1. Class 1 Facilities. Class 1 bicycle facilities required pursuant to the provisions of this chapter are intended for long-term parking, and shall be protected against theft of the entire bicycle and of its components and accessories.

2. Class 2 Facilities. Class 2 facilities are intended for short-term parking, and shall include a stationary object to which the owner or operator can lock the frame and both wheels with a user-provided lock. The facility shall be designed so as to protect the lock from physical assault.

3. Class 3 Facilities. Class 3 facilities are also intended for short-term parking, and shall include a stationary object to which the user can lock the frame and both wheels with a user-provided six-foot cable (or chain) and lock.

B. Number of Parking Spaces Required.

1. Bicycle parking spaces shall be provided in all commercial, office and industrial districts equal to five percent of the required automobile parking spaces, with a minimum of two bicycle parking stalls required for any one use.

2. Single-family residences are exempt from this section.

3. Multiple-family residences shall comply with the following:

   a. General, multiple-family-dwelling (e.g., apartments, condominiums, townhouses, etc.) - One Class 1 per 3 units and one Class 2 per 15 units;

   b. Primarily for students & low-income families, multiple-family-dwelling - One Class 1 per 2 units and one Class 2 per 15 units; and

   c. Primarily for residents 62 and older, multiple-family-dwelling - One Class 1 per 30 units and one Class II per 30 units.

C. Class Requirements. All required bicycle parking spaces shall include a Class 2 or 3 facility, except elementary and junior high schools, which shall include an enclosed Class 1 facility.

D. General Requirements.

1. All bicycle spaces shall be located as close as possible to the entrance(s) of the use that they are intended to serve, but situated as not to obstruct primary pedestrian circulation. If this is not possible, signs should be posted to direct bicyclists to the bike parking.

2. All bicycle facilities shall be located in highly visible areas to minimize theft and vandalism.

3. All bicycle parking and storage areas shall be surfaced so as to keep the area in a dust-free condition. Pervious pavement is recommended.

4. A minimum aisle width of five feet shall be provided between and adjacent to rows of bicycle racks or spaces for access and pedestrian pathways.

5. Bicycle parking areas shall be separated from automobile parking areas by a physical barrier of sufficient identification and distance to protect parked bicycles from damage by cars.

6. Signage should be posted to direct bicyclists to the locations of bicycle racks that may not be readily apparent. Similarly, signs indicating the location of bicycle parking should be posted wherever a NO BICYCLE PARKING sign is posted.

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MV00196861

Chapter 9.15 – Definitions [New]

9.15.030 – Definitions

The following terms shall be added to Chapter 9.15 (Definitions).

Block. The aggregate of lots, pedestrian passages, and rear alleys, circumscribed on all sides by streets.

Block Length. The linear dimension of a block along one of its street frontages.

Block Perimeter. The aggregate dimension of a block along all of its street frontages.

Build-to-Zone. The area between the minimum and maximum setbacks within which the principal building's front façade (building façade line) is to be located. See Figure 9.15.030-1 (Build-to-Zone).

Figure 9.15.030-1
Build-To-Zone

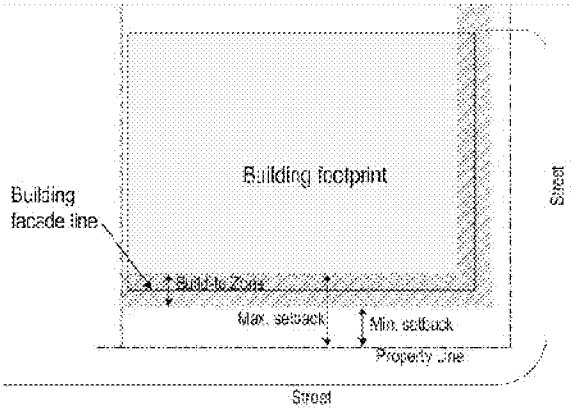

Illustration indicating the location of the build-to zone relative to the minimum and maximum setbacks and the building façade line

Building Façade Line. The vertical plane along a lot where the building's front façade is actually located. See Figure 9.15.030-1 (Build-to-Zone).

Commercial-Ready Space. Ground floor interior space constructed with a minimum height as established in Section 9.075.060 (Building Frontage Type Standards) that may be used for either residential or nonresidential uses. The intent of Commercial-Ready space is to provide flexibility so that a space can be converted between residential and nonresidential uses in response to market demand.

Floor Area Ratio (FAR). The mathematical relation between volume of building and unit of land expressed as the ratio of gross floor area of all structures on a lot to total lot area. See Table 9.075.050-10 (Mixed-Use Development Standards) for FAR figures applicable to the mixed-use overlay districts. See Figure 9.15.030-2 (Floor Area Ratio).

Figure 9.15.030-2: Floor Area Ratio

Possible Building Configurations for 0.50 FAR

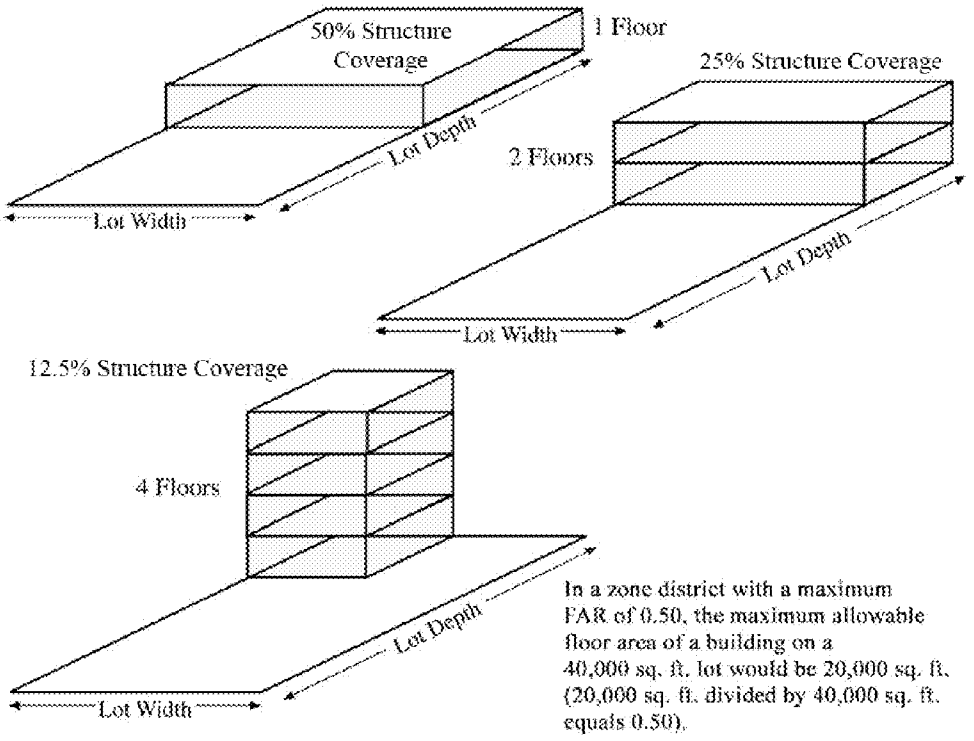

NOTE: Variations may occur if upper floors are stepped back from ground level lot coverage.

$$\text{Floor Area Ratio (FAR)} = \frac{\text{Gross Building Area (All Floors)}}{\text{Lot Area}}$$

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Integration of uses. Potential ways to integrate uses allowed in mixed-use development include:

1. Vertical integration. A mix of nonresidential uses (i.e., commercial, retail, and/or office) located on the ground floor with residential dwelling units located above.

2. Horizontal integration. A mix of nonresidential uses located on the primary street frontage of a lot and residential uses located at the rear of a lot.

Live-Work. A structure or complex of structures that integrates space for both residential and nonresidential uses within individual units.

Live/Work Unit. A unit with both residential and nonresidential uses and where neither use is subordinate to the other.

Mezzanine. An intermediate floor between main floors of a building. The floor often projects from the walls and does not completely close the view of the ceiling from the floor immediately below. A mezzanine floor and the floor below it share the same ceiling.

Mixed-Use Vertical Development. Development that combines two or more types of land uses (e.g., residential, commercial, office, industrial, institutional, or recreation) in a single building in a vertical configuration, typically with residential uses located above nonresidential uses.

Mixed-Use Horizontal Development. Development that combines two or more types of land uses (e.g., residential, commercial, office, industrial, institutional, or recreation) on a single development site, but not necessarily in the same building, typically nonresidential uses are located adjacent to the street and residential uses are located away from major streets behind nonresidential uses.

Mixed-Use Overlay District. A land use designation (zoning district) that allows a combination of uses, which may include residential, commercial, office, industrial, institutional, or recreational uses.

Podium Parking. Parking spaces that are covered by the ground floor of a building and are completely enclosed by walls. Podium parking may occur at or below the grade of the adjacent sidewalk.

Private Realm. Any privately-owned property.

Public Realm. Any publicly owned streets, roadways, sidewalks, parks, plazas, and other open spaces that comprise the shared space of a city for its visitors, employees and residents. It is the space between buildings where civic interaction occurs and is defined in contrast to private property.

Surface Parking. Parking spaces that are not covered by a building and are not enclosed by walls. Surface parking is also known as a "parking lot".

Tuck-Under Parking. Parking spaces that are covered by the upper floor of a building, but are otherwise open.

Underground Level. That portion of a structure between the floor and ceiling which is wholly or partly below grade and having more than one half of its height below grade.

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MV00196865

Permitted Uses Table 9.02.020-1

X - Indicates stated use is permitted subject to district requirements.
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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
Adult Businesses																	A		A	A		A	A	A	A	
Agricultural Uses—Crops Only	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Agricultural (involving structures)																						X				
Aircraft Landing Facilities																	C		C	C	C	C				
Ambulance Service																	♦				♦	X	X	X	X	
Amusement Parks, Fairgrounds																	♦					X				
Animal Raising (see Section 9.09.090 of this title)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Appliance and Electronic Repair Shops													X	X	X	X	X					X	X		X	
Arcades, Video Machines																♦	X	♦								
Athletic Clubs, Gymnasiums and Spas													X	X	X	X	X		X			X	X	X	X	
Auction Houses																	X								X	
Auditoriums													♦	♦	♦		♦	♦	♦	♦	♦	♦	♦	♦	♦	
Auto Electronic Accessories and Installation																	X					X	X		X	
Automobile Fleet Storage																						X	X			
Automobile, Motorcycle, Truck, Golf Cart, Recreational Vehicle																	♦					X	X			

Permitted Uses Table 9.02.020-1

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
and Boat Sales and Incidental Minor Repairs and Accessory Installations																										
Auto Service Stations Accessory uses include convenience store and car wash Minor repairs to include auto/boat/motorcycle/RV (excludes major repair, paint, body work)																♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	
Automotive, Boat, Motorcycle and RV Repair—Minor (includes brake, muffler and tire installation and repair)																♦	X					X	X		X	
Automotive Paint and Body Repair—Major Engine Overhaul																	♦					X				
Auto Rentals																	X						X	X	X	
Auto Supply Stores													X	X	X	X	X					X	X		X	
Bakery Shops													X	X	X	X	X	X							X	
Bakery—Commercial																						X				
Banks—Financial Institutions													X	X	X	X	X	X	X	X				X	X	
Barber and Beauty Colleges													X	X	X	X	X		X	X				X	X	

MV00196867

Permitted Uses Table 9.02.020-1

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
Boat Sales New and Used Including Repairs and Accessory Installation																	♦					X				
Boarding and Rooming Houses									X	X	X	X	X	X												
Bowling Alley													♦	♦	♦	X	X									
Building Material Sales																	♦									
With outdoor storage																	♦					X	X			
Building Material Storage Yards																						X				
Bus, Rail and Taxi Stations															♦		♦									
Business Equipment Sales (includes repairs)													X	X	X	X	X	X	X						X	
Business Schools													X	X	X	X	X	X	X	X			X	X	X	
Business Supply Stores													X	X	X	X	X		X			X	X		X	
Cabinet Shop																						X	X	X	X	
Caretakers Residence[1]																♦	♦	C	♦	♦	♦	♦	♦	♦	♦	
Car Wash																X	X					X				
Accessory to auto related use																♦	♦					X				
Catering Service													X	X	X	X	X	X						X	X	
Cemetery (Human or Pet) With or Without Accessory Mortuary and Cremation Services (Minimum 10-acre site required)	C	C	C	C	C	C	C	C	C	C	C	C														
Churches[2]	C	C	C	C	C	C	C	C	C	C	C	C	♦	♦	♦	♦	♦	C	♦	♦	♦	♦	♦	♦	♦	

Permitted Uses Table 9.02.020-1

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
Clubs								♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦					C
Commercial Radio or Television Stations																										
With on-site antenna																	♦					♦	♦	♦	♦	
Without on-site antenna																	X					X	X	X	X	
Communications Facilities (See Section 9.09.040 of this title)																										
Computer Sales and Repairs													X	X	X	X	X		X			X	X	X	X	
Contractors Storage Yard																						X				
Convalescent Homes/Assisted Living							C	C	C	C	C	C	♦	♦	♦	♦	♦	♦	♦	♦	♦					
Convenience Stores																										
With drive-through																X	X									
Without drive-through													X	X	X	X	X									
With alcohol sales													♦	♦	♦	♦	♦									
Convention Hall, Trade Show, Exhibit Building with Incidental Food Services															C		♦		♦		♦			♦	♦	
Copy Shops													X	X	X	X	X	X	X	X		X	X	X	X	
Country Club	C	C	C	C	C	C	C	C	C	C	C	C														
Dancing, Art, Music and Similar Schools													X	X	X	X	X	X	X	X			X	X	X	
Day Care Centers	C	C	C	C	C	C	C	C	C	C	C	C	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	C
Delicatessens													X	X	X	X	X	X	X				X	X	X	
Diaper Supply Service																						X				
Laundry with fleet																						X				

MV00196869

Permitted Uses Table 9.02.020-1

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
storage																										
Disposal company																						X				
Drapery Shops													X	X	X	X	X	X								
Dressmaking Shops													X	X	X	X	X	X								
Driving School													X	X	X	X	X		X	X			X	X	X	
Drug Stores													X	X	X	X	X	X								
Dry Cleaning or Laundry																										
a. Dry Cleaning													X	X	X	X	X	X	X						X	
b. Laundromat													X	X	X	X	X	X	X							
c. Laundry Commercial																						X	X			
Equestrian Centers, Riding Academies, Commercial Stables (including incidental sales of feed and tack)	C	C	C	C													♦									C
Exterminators																	C					X	X	X	X	
Feed and Grain Stores																X	X	X								
Fire and Police Stations	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Floor Covering Stores (may include incidental repairs with installation service)													X	X	X	X	X					X				
Fraternity/Sorority								C	C	C	C	C														
Frozen Food Locker																						X	X			
Gasoline Dispensing - Non-retail accessory to an auto-related use																	X					X	X	X	X	
Glass Shops and Glass																X	X					X	X		X	

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
Studios—Stained, etc.																										
Golf Courses or Golf Driving Ranges with Incidental Commercial Uses	C	C	C	C	C	C	C	C	C	C	C	C														♦
Handicapped Housing								X	X	X	X	X	X	X	X											
Heavy Equipment Sales and Rentals																	X						X	X		
Homeless Shelters																	C		C	C	X	C			C	
Hospitals															♦		♦		♦	♦				C	C	C
Hotels																										
a. With 20% or less of the units containing kitchens													X	X	X		X		C				X	X	X	
b. With over 20% of the units containing kitchens													C	C	C		C		C				C	C	C	
Ice Cream Stores—Including Yogurt Sales													X	X	X	X	X	X	X						X	
Impound Yards																						X				
Jewelry Stores													X	X	X	X	X	X								
Kennel and Catteries	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		♦	♦	♦	♦	C			
Laboratories (medical and dental)													X	X	X	X	X		X	X		X	X	X	X	
Libraries	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	
Liquor Stores													♦	♦		♦	♦									
Live/Work Unit (12)													X	X	X											
Locksmith Shops													X	X	X	X	X	X				X	X	X	X	
Lodge Halls and Similar Facilities													♦	♦	♦	♦	♦		♦					♦	♦	
Lumberyards																	X					X				

MV00196871

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
Mail Order House																	X					X	X	X	X	
Manufacturing and Assembly																										
a. Custom and light manufacturing indoor uses only (50,000 square feet or less), with light truck traffic, on-site and wholesaling of goods produced																						X	X	X	X	
b. Custom and light manufacturing indoor uses only (more than 50,000 square feet), with light truck traffic, on-site and wholesaling of goods produced																						X	X			
c. General manufacturing with frequent truck traffic and/or outdoor equipment or storage																						X	X			
d. Retail sales of goods produced or warehoused on-site[3]																						X	X	X	X	
Medical Clinics/Medical Care																										
Inpatient care													X	X	X	X	X		X	X		X	X	X	X	
Urgent care													X	X	X	X	X		X	X						
Medical device services															X	X	X		X							

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
and sales (retail), including, but not limited to, fittings for and sale of prosthetic and orthotic devices																										
Medical equipment supply, including retail sales for in-home medical care, such as wheelchairs, walkers, and respiratory equipment															X	X	X		X							
Mobile Home Parks	C	C	C	C	C	C	C	C	C	C	C	C														
Mobile Home Sales or Rentals (outdoor display)																	C									
Mortuaries																										
With cremation services																							X	X		
No cremation services			C	C	C	C	C	C	C	C	C	C			♦	♦	♦						X	X		
Museums	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Newspaper and Printing Shops													X	X	X	X	X					X	X	X	X	
Nursery, (Plant), Wholesale and Distribution	X	X	X	X																		X	X			X
Offices (administrative and professional)													X	X	X	X	X	X	X	X			X	X	X	
Open Air Theaters															C						C					C
Orphanages	C	C	C	C	C	C	C	C	C	C	C	C														
Painting Contractor																						X	X			

MV00196873

Permitted Uses Table 9.02.020-1

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
Parcel Delivery Terminals																						X	X	X	X	
Parking Lot															C	C	X	X	C					X		
Parks and Recreation Facilities (public)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Personal Services (e.g., nail salons, massage establishment, barber and beauty shops, and tattoo parlors)													X	X	X	X	X	X	X						X	
Pharmacy[4]													X	X	X	X	X	X	X						X	
Photo Studios													X	X	X	X	X	X	X						X	
Plumbing Shops																	X								X	
Plumbing Supply Stores for Contractors																							X	X	X	
Pool Hall														♦		♦	♦									
Postal Services													X	X	X	X	X	X	X				X	X	X	
Pottery Sales with Outdoor Sales													X	X	X	X	X	X				X			X	
Public Administration, Buildings and Civic Centers													X	X	X	X	X	X	X	X	X	X	X	X	X	
Public Utility Stations, Yards, Wells and Similar Facilities, Excluding Offices	C	C	C	C	C	C	C	C	C	C	C	C	♦	♦	♦	♦	♦	♦	♦	♦	♦	X	X	♦	♦	C
Racetracks																	C				C					
Record Store													X	X	X	X	X	X								
Recording Studio													X	X	X	X	X	X	X	X		X	X	X	X	
Recreational Facilities	C	C	C	C	C	C	C	C	C	C	C	C	♦	♦	♦	♦	♦	♦								

Permitted Uses Table 9.02.020-1

X - Indicates stated use is permitted subject to district requirements.
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A - Indicates a use is permitted with an adult business use permit, providing the requirements of Section 9.09.030 of this title are met.

	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
(Private) such as Tennis Club, Polo Club, with Limited Associated Incidental Uses																										
Recycling, Large Collection Facility[5]																	♦					X	X			
Recycling, Small Collection Facility													X	X	X	X	X	X								
Recycling Processing Centers																						X	X	X	X	
Refreshment Stands													X	X	X	X	X	X	X	X	X	X	X	X	X	
Rental Service																										
Within an enclosed structure (furniture, office, party supplies)													X	X	X	X	X	X				X	X	X	X	
With outdoor storage and display (vehicles, equipment, etc.)																♦	♦					X	X			
Research and Development													X	X	X				X	X		X	X	X	X	
Residential																										
Single-Family	X	X	X	X	X	X	X	X																		
Multiple-Family									X	X	X	X	X	X	X											
Manufactured home park (see mobile home parks)																										
Residential Care Facility (for seven or more persons)	C	C	C	C	C	C	C	C	C	C	C	C	C	C	X											

MV00196875

Permitted Uses Table 9.02.020-1

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A - Indicates a use is permitted with an adult business use permit, providing the requirements of Section 9.09.030 of this title are met.

	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
Restaurants (Eating and Drinking Establishments)																										
With entertainment													C	C	C		♦									
Without entertainment													X	X	X	X	X	X	X						X	
With alcoholic beverage sales													X	X	X	X	X	X	X						X	
With outdoor seating[13]													X	X	X	X	X	X	X						X	
Restaurants (fast-food)																										
With drive-through																♦	♦								♦	
Without drive-through													X	X	X	X	X								X	
Retails Sales													X	X	X	X	X									
Support Retail Sales													X	X	X				X							
Sandwich Shops[6]													X	X	X	X	X	X	X	X[6]						
Schools, Private	C	C	C	C	C	C	C	C	C	C	C	C	♦	♦	♦	♦	♦		♦	♦				♦	♦	
Senior Housing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X				X	X						
Shoe Shine Stands													X	X	X	X	X		X	X				X	X	
Shoe Repair Shop													X	X	X	X	X	X								
Sign Shop													X	X	X	X	X	X				X	X	X	X	
Skating Rinks														X			X									
Stationery Stores													X	X	X	X	X	X	X					X	X	
Statue Shop -Outdoor display																	♦					X	X			
Storage Lots and Mini-Warehouses																										
Indoor																	C					X				
Outdoor																	C					X				
Swim Schools/Center with Incidental Commercial Uses	C	C	C	C	C	C	C	C	C	C	C	C					X									

Permitted Uses Table 9.02.020-1

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A - Indicates a use is permitted with an adult business use permit, providing the requirements of Section 9.09.030 of this title are met.

	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
Taxidermist																	X					X	X			
Theaters (excludes open air)													X	X	X	X	X	X								
Tire Recapping																						X				
Trade and Vocational Schools													X	X	X		X		X	X			X	X	X	
Transfer, Moving and Storage Facilities																						X	X			
Truck Wash																						X	X			
Upholstery Shops																	X					X	X		X	
Vehicle Storage Yards																										
Indoor																	X					X	X			
Outdoor																	C					X	X			
Vending Machine Service and Repair																						X	X	X	X	
Veterinarian (including animal hospital)																										
All activities within an enclosed structure													X	X	X	X	X							X	X	
With outdoor activities																	♦							♦	♦	
Weight Reduction Center													X	X	X	X	X	X	X							
Wholesale, Storage, and Distribution																										
All activities indoors (50,000 square feet or less)																						X	X	X	X	
All activities indoors (more than 50,000 square feet)																						X	X			

MV00196877

Permitted Uses Table 9.02.020-1

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A - Indicates a use is permitted with an adult business use permit, providing the requirements of Section 9.09.030 of this title are met.

	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS
All activities outdoors																						X				
Retail sale of goods warehoused on-site[7]																						X	X	X		
Wrecking Yard																						♦				

Notes:

(1) Do not consider residential use per distance requirement.
(2) The administrative plot plan process may be used to establish these uses in an existing building within any commercial or industrial zone, even if the project is located adjacent to residential uses or zones.
(3) Retail is limited to fifteen (15) percent of gross floor area (see Section 9.05.040 of this title).
(4) Permitted in the OC and VOR districts only as a support medical office facility.
(5) Large collection facilities may be established within an existing building through the “tenant improvement” process if such building or tenant space occupied by the use is not located adjacent to a residential use or zone.
(6) Sandwich shops shall not have cooking hoods, nor shall they exceed five percent of the gross floor area of the complex where they are located.
(7) Retail is limited to fifteen (15) percent of gross floor area (see Section 9.05.040 of this title).
(8) In the MUI district, mixed use (commercial uses on first floor with office uses or residential uses on upper floors) are (a) required to on lots at street intersections and within 300 feet in any direction from a street intersection, as measured from the corner formed by the lot’s property lines, and (b) are allowed, but not required on the other lots.
(9) In the MUC and MUN districts, mixed use (commercial uses on first floor with office uses or residential uses on upper floors) are (a) required to on lots at street intersections and within 150 feet in any direction from a street intersection, as measured from the corner formed by the lot’s property lines, and (b) are allowed, but not required on the other lots.
(10) See Section 9.07.40 (Medical Use Overlay District)
(11) See Section 9.09.260 (Mixed Use Development)
(12) See Section 9.09.250 (Live-Work Development)
(13) See Section 9.09.270 (Outdoor Dining)

Permitted Uses Table 9.02.020-1

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A - Indicates a use is permitted with an adult business use permit, providing the requirements of Section 9.09.030 of this title are met.

	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones				
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	**R30**	**MUN (9,11)**	**MUC (9,11)**	**MUI (8,10,11)**	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS

Zoning District Key

HR	Hillside Residential District	**MU**	**Mixed Use Overlay District**
RR	Rural Residential District	NC	Neighborhood Commercial District
R1	Residential 1 District (40,000 square feet minimum lot size)	CC	Community Commercial District
RA2	Residential Agriculture 2 (20,000 square feet minimum lot size)	VC	Village Commercial District
R2	Residential 2 District (20,000 square feet minimum lot size)	OC	Office Commercial District
R3	Residential 3 District (10,000 square feet minimum lot size)	O	Office District
R5	Residential 5 District (7,200 square feet minimum lot size)	P	Public District
RS10	Residential Single-Family 10 District (4,500 square feet minimum lot size)	I	Industrial District
R10	Residential 10 District (Up to 10 Dwelling Units per net acre)	LI	Light Industrial
R15	Residential 15 District (Up to 15 Dwelling Units per net acre)	BP	Business Park District
R20	Residential 20 District (Up to 20 Dwelling Units per net acre)	BPX	Business Park-Mixed Use District
R30	**Residential 30 District (Up to 30 Dwelling Units per net acre)**	OS	Open Space District

MV00196879

PLANNING COMMISSION STAFF REPORT

Case:	PA11-0028 (General Plan Amendment) PA11-0029 (Change of Zone) PA11-0030 (Municipal Code Amendment) PA12-0046 (General Plan Amendment) PA12-0047 (Change of Zone)
Date:	March 14 , 2013
Applicant:	City of Moreno Valley
Representative:	City of Moreno Valley
Location:	City-Wide
Proposal:	The Alessandro Boulevard Corridor Project – Phase II : Implementation
Recommendation:	Approval

SUMMARY

The City of Moreno Valley used grant funds rewarded by SCAG's Compass Blueprint for "Phase II of the implementation of the Alessandro Boulevard Corridor Demonstration Project" (The Alessandro Boulevard Corridor Vision Plan - Phase I was funded by SCAG's Compass Blueprint program in February 2010). Phase II includes rezoning areas along Alessandro Boulevard and northeast of Perris Boulevard and Iris Avenue to Residential 30 (R30), commercial rezoning of a parcel at the southwest corner of Perris Boulevard and Gentian Avenue and the creation an overlay district, including parcels along Alessandro Boulevard that were identified suitable for inclusion in the Mixed Use Overlay Districts in Phase I's Vision Plan.

PROJECT DESCRIPTION

Background

The proposed "Alessandro Boulevard Corridor Project - Phase II Implementation" is based on the prior "Alessandro Boulevard Corridor Demonstration Project" (Phase I - SCAG sponsored Demonstration Project completed in June 2010) and promotes the Compass Principles by encouraging strategies to integrate transportation and community (housing, shopping, entertainment, etc.). The "Alessandro Boulevard Corridor Demonstration Project" (Phase I) explored opportunities for mixed use transit-oriented development along Alessandro Boulevard, an important regional transportation link for Moreno Valley. The City of Moreno Valley through Phase II has further promoted the use of Alessandro Boulevard as a way to reduce the impacts of transportation on the environment and to provide efficient access to jobs and services.

To assist the City in the implementation of a vision for the Alessandro Boulevard area, Phase II includes:

- Creation an overlay district for the Alessandro Boulevard corridors to identify areas suited for Mixed Use Districts;
- Creation of requirements for selecting Mixed Use Districts sites;
- Creation urban design strategies to intensify land uses;
- Rezoning of areas along Alessandro Boulevard and northeast of Perris Boulevard and Iris Avenue to Residential 30 (R30) as identified in the February 2011 General Plan Housing Element Update;
- Rezoning of a 21.47 acre parcel at the southwest corner of Gentian Avenue and Perris Boulevard (APN: 485-220-041) to Commercial (C);
- And amending the Municipal Code to include all the new standards.

Planning staff has been working with RBF Consulting through the second SCAG Compass Blueprint grant to complete the required CEQA documentation (Mitigated Negative Declaration) and the overlay district design standards.

Site/Corridor

The project area is located in the southern portion of the City of Moreno Valley in western Riverside County. The project area includes an approximately 5.5-mile stretch of Alessandro Boulevard from the Old 215 Frontage Road on the west to Nason Street on the east (Attachment #5). The project area has direct access to and from the I-215 Freeway at the Alessandro Boulevard interchange. An additional area funded locally includes R30 and Commercial zoning northeast of Perris Boulevard and Iris Avenue.

Surrounding Area

At 5.5 miles in length, the corridor is the longest of Moreno Valley's five corridors. It serves as an important transportation corridor that connects Interstate 215 and the nearby future planned Metrolink Station at the western end with the Riverside County Regional Medical Center approximately 5.5 miles to the east along Nason Street.

Existing physical conditions on the corridor are typical and characteristic to many suburban corridors – low intensity, automobile-oriented uses such as warehouses, office parks, drive-through restaurants and pharmacies, and multiple strip malls and community-oriented shopping centers. The roadway itself lacks consistent landscaping and an overall positive image. Buildings along the corridor tend to be located behind parking lots. Some new buildings have been built closer to the corridor, but are located behind drainage swales that are visually pleasant but tend to disconnect the building from the environment it its shaping. In some areas, established single-family neighborhoods are north and south of the corridor and present their backyard walls along the corridor. Multiple family apartments and townhomes are located in lesser amounts in the area. Some homes are located directly fronting Alessandro Boulevard, with direct driveway access along the corridor.

PROJECT

Section 1: Residential 30 Rezoning (General Plan Amendment and Change of Zone)

The goal of the "Alessandro Boulevard Corridor Demonstration Project – Phase I" was to identify opportunities for mixed use transit-oriented development along Alessandro Boulevard. With implementation of the Corridor Project, the City Moreno Valley will be able to provide additional Multiple Family housing in areas near existing or emerging employment and shopping centers along Alessandro Boulevard.

The areas noted in the Alessandro Boulevard Corridor Project to be rezoned to Residential 30 (R30) were also identified in the February 2011 General Plan Housing Element Update along with parcels near the northwest corner of Iris Avenue and Perris Boulevard. The Residential 30 (R30) rezoning proposed with the Alessandro Boulevard Corridor Project will allow the City of Moreno Valley to meet its 2008-2014 State-mandated Regional Housing Needs Assessment (RHNA) numbers, as well as provide a wider range of housing choices for the burgeoning Moreno Valley workforce.

The Regional Housing Needs Assessment (RHNA) and the R30 Zone Creation

In compliance with State Law, the February 2011 Housing Element Update include text dedicated to documenting the City's compliance with its Regional Housing Needs Assessment(RHNA) allocation. Through the RHNA process, the Southern California Association of Governments (SCAG) projects each city's demand for future housing and allocates new housing units to be planned for in order for each city to meet projected demand. The total number of projected housing units is further divided into

income categories to properly address the housing need across various income levels. SCAG requires (and the State approved has approved) that forty percent of the total RHNA allocation is dedicated to producing housing for low and very low income residents.

During the planning period from 2008 through 2014, Moreno Valley's assigned RHNA number was 7,474 units. Please note: the City is not required to build the housing units assigned in the RHNA. However, the City must ensure that it has sufficient, appropriately-zoned residential sites to accommodate the RHNA allocation.

As required by SCAG, the 7,474 units have been further allocated to the four required income categories based on the relationship to the Area Median Income (AMI), which in 2010 is $65,000 per year for a family of four. In compliance with SCAG's requirement, forty percent of the City's RHNA allocation is dedicated to producing housing for low and very low income residents.

Table 1: City of Moreno Valley, RHNA 2008-2014

Moreno Valley Regional Housing Needs Allocation 2008-2014		
Income Category	**Units**	**Percent**
Very Low-Income	1,806	24.2%
Low-Income	1,239	16.6%
Moderate-Income	1,362	18.2%
Above Moderate-Income	3,068	41.0%
Total Construction Need	**7,474**	**100%**

Source: Southern California Association of Governments (SCAG) Proposed Final RHAN Plan-Planning Period January 1, 2006 - June 30, 20148.4.2

State Housing Element Law Article 10.6 of the Government Code Section 65583.2 establishes guidelines under which counties and municipalities undertake the Vacant Land Inventory for Housing Elements. In particular, Section 65583.2(B) prescribes densities that the State deems appropriate to accommodate housing for lower income households. For jurisdictions in metropolitan counties with a local population in excess of 100,000 persons, the State considers a density of thirty (30) units per acre as adequate to accommodate units affordable to low and very low income households. Consequently, vacant sites zoned at thirty (30) units per acre will automatically be counted as meeting the very low and low income RHNA categories, whether the units are ever built or whether the unit rents are in actuality affordable.

The HCD-approved Housing Element for Moreno Valley proposed to create the R30 zoning designation and then process a General Plan Amendment to apply the R30 zoning to the identified locations. The Residential 30 (R30) rezoning proposed with the Alessandro Boulevard Corridor Project is that General Plan Amendment and allows the City of Moreno Valley to meet its 2008-2014 RHNA numbers.

Citizen Participation and City Council Approval of Residential 30 (R30)

The City of Moreno Valley made a diligent effort to elicit participation from the community in developing its housing element for the planning period of 2008-2014.

In an effort to facilitate public input, staff held three community meetings in October 2007 (Senior Center, Towngate Center and Moreno Valley Ranch Golf Club). The three community meetings had a large number of attendees. Staff also met with fifteen housing advocates and developers who provide housing services to residents in the City of Moreno Valley.

The overwhelming majority of owners with properties located in areas proposed for residential density increases were in support of a possible zone change and resultant increase in density. Owners viewed the proposed density increase as enhancing the value of their properties and allowing them greater flexibility for the future development of their properties. It was also evident that the idea of areas with mixed uses, such as housing, commercial and office uses, appealed to people who voted for increased housing density. People also seemed to want to provide housing in areas near existing or emerging employment centers, such as the area near the regional medical center.

On November 20, 2007 the City Council and Planning Commission held a joint study session to evaluate staff's proposals to increase zoning densities in various areas of the city. The intent of staff's proposals was to plan for the Regional Housing Needs Assessment (RHNA) allocation for the period between 2008 and 2014 and to plan for future population growth and housing needs beyond 2014.

Staff compiled a parcel by parcel inventory of vacant land in the city, providing acreage, zoning, and the number of units that could potentially be developed on each parcel. Based on the inventory, it became evident that the City would fall short of its RHNA requirements in the "Very Low and "Low" income categories, but would exceed its requirements in the "Moderate" and "Above Moderate" income categories.

In an effort to make up the shortfall, and to plan for future growth and housing needs beyond the most recent RHNA, staff presented a proposal to increase residential densities in various areas of the city. The areas chosen were on major streets, near shopping and employment and some were within the redevelopment project area.

On February 22, 2011, the Moreno Valley City Council approved the 2008-2014 Housing Element to the General Plan, in compliance with State law. The Housing Element was certified by the California Department of Housing and Community Development (HCD), and was found to be in full compliance with State housing element law on October 13, 2010.

In order to maintain its compliance with State housing element law, the City of Moreno Valley is in the process of implementing programs set forth in the 2008-2014 Housing Element. Accordingly, amendments to the Moreno Valley General Plan and Moreno Valley Zoning Code are required to increase the City's maximum housing density in certain limited areas of the City. The following objective, policies, and programs are pertinent to the proposed project.

Related Background to the General Plan Amendment

On September 22, 2009, the City Council approved the creation of the Residential 30 (R30) zoning district (PA09-0018 – General Plan Amendment) and the creation of Residential 30 (R30) multiple family development standards (PA08-0099 - Municipal Code Amendment).

The General Plan Amendment added to Section 9.2.2 (Community Development Element Objectives and Policies) of the City of Moreno Valley's General Plan the following definition of Residential 30 (R30):

2.2.11 The primary purpose of areas designated *Residential 30* is to provide a range of high density multi-family housing types in an urban setting. Developments within Residential 30 areas shall also provide amenities, such as common open spaces and recreational facilities. The maximum density shall be 30 dwelling units per acre.

Residential 30 (R30) Sites

The proposed locations for rezoning to Residential 30 (R30) were addressed in the February 2011 General Plan Housing Element Update (2008-2014 Housing Element), including the parcels owned by the City of Moreno Valley's Housing Authority at the corner of Alessandro Boulevard and Day Street (Section 8.4.8 of the Housing Element on page 46). These parcels (Alessandro Boulevard and Day Street) have not been rezoned, unlike what is stated in Table 8-23 on page 46 of the Housing Element.

Propose general plan amendment to R-30 for sites are:

- Area #1 - Alessandro Boulevard and Day Street,
- Area #2 - Alessandro Boulevard & Elsworth Street (referred as "Cal 5" in the Housing)
- Area #3 - Alessandro Boulevard & Morrison Street (referred as "Cal 3" in the Housing Element)
- Area #4 - Perris Boulevard & Iris Avenue (referred as "Cal 4" in the Housing Element).

General Plan Amendment (PA11-0028)

An application for a General Plan Amendment has been submitted in order to change the land use designation for the four R30 areas.

Current Land Use	Proposed Land Use	Acreage
Commercial (C)	Residential 30 (R30)	20.79
Residential/Office (R/O)	Residential 30 (R30)	88.03
Residential 15 (R15)	Residential 30 (R30)	22.31
Residential 5 (R5)	Residential 30 (R30)	15.06

	Total Acreage =	146.19

The Alessandro Boulevard Corridor Project and its proposed General Plan Amendment will meet the requirements of the 2008-2014 Housing Element and is consistent with the General Plan and would not be in conflict with the goals, objectives, policies or programs of the General Plan.

The proposed Residential 30 (R30) land use and zoning changes are shown on Attachments #6.

Change of Zone (PA11-0029)

An application for a Change of Zone has also been submitted in order to change the zoning designation for the four R30 areas.

Current Zoning	Proposed Zoning	Acreage
Community Commercial (CC)	Residential 30 (R30)	20.79
Office Commercial (OC)	Residential 30 (R30)	44.36
Residential 15 (R15)	Residential 30 (R30)	65.98
Residential 5 (R5)	Residential 30 (R30)	15.06
	Total Acreage =	146.19

The Alessandro Boulevard Corridor Project and its proposed Change of Zone will meet the requirements of the 2008-2014 Housing Element and is consistent with the General Plan and would not be in conflict with the goals, objectives, policies or programs of the General Plan.

The proposed Residential 30 (R30) land use and zoning changes are shown on Attachment #6.

Meeting the RHNA 2008-2014 Numbers

The 146.19 acres rezoned to Residential 30 (R30) could potentially provide up to 4,385 units if fully built out at the density of 30 units per acre. The Housing Element noted that based on historical development patterns, it will be assumed that the majority of sites would be developed at 80% of the maximum residential density, which would be 3,508 units.
Income categories of housing required by the 2008-2014 RHNA total 1,806 of "Very Low" units and 1,239 of "Low" units for a total of 3,045 units. The rezoning of 146.19 acres to Residential 30 (R30) is required in order for the City of Moreno Valley to maintain its compliance with State housing element law.

Section 2: Community Commercial Rezoning (General Plan Amendment PA12-0046 and Change of Zone PA12-0047)

The 21.47 acre parcel at the southwest corner of Gentian Avenue and Perris Boulevard (APN: 485-220-041) is proposes to change the General Plan and Zoning designation from Residential 5 (R5) to Community Commercial (CC).

The parcels directly to the west and southwest are part of the request for rezoning to Residential 30 (R30). The parcels directly south are currently zoned Community Commercial and included an approved shopping center (PA06-0123), Home Depot and a Farmer Boys restaurant.

There is no development application associated with the proposed land use change. The proposed zoning would permit development of a commercial shopping center, which would support the neighboring proposed high density housing.

The rezoning of 21.47 acres to commercial uses along Perris Boulevard consistent the goals of the Alessandro Boulevard Corridor Plan though was not an original part of the vision plan. Perris Boulevard is a similar to Alessandro Boulevard as an important regional transportation link for Moreno Valley. Perris Boulevard is ideal to provide a mix of retail and multiple density housing opportunities to promote pedestrian-oriented development. The rezoning to Community Commercial is also consistent with the General Plan and would not be in conflict with the goals, objectives, policies or programs of the General Plan.

The proposed Commercial (C) land use and zoning changes are shown on Attachment #7.

Section 3: The Mixed Use Overlay (PA11-0030)

Background

The General Plan currently references and encourages the concept of mixed use development. At this time, only limited specific plan areas within the City (Village at Sunnymead – Specific Plan 204 and the expired Moreno Highlands – Specific Plan 208) are zoned for mixed use development.

General Plan Objective 2.4 states that the City shall "Provide commercial areas within the City that are conveniently located, efficient, attractive, and have safe and easy pedestrian and vehicular circulation in order to serve the retail and service commercial needs of Moreno Valley residents and businesses."

This portion of the General Plan describes mixed use development in the following sub-sections:

- Objective 2.4.5 – The primary purpose of locations designated Mixed-Use on the Moreno Valley General Plan Land Use map is to provide for the establishment of commercial and office uses and/or residential developments of up to 20 dwelling units per acre. The

zoning regulations shall identify the particular uses and type of development permitted on each parcel. Overall development intensity should not exceed a floor area ratio of 1.00.

- Objective 2.4.6 – The primary purpose of areas designated Residential/Office on the Moreno Valley General Plan Land Use map is to provide areas for the establishment of office-based working environments or residential developments of up to 30 dwelling units per acre. The zoning regulations shall identify the particular uses and type of residential development permitted on each parcel of land. Overall development intensity should not exceed a Floor Area Ratio of 1.00.

On April 23, 2010, the City Council approved Municipal Code Amendment (PA07-0005); creating two new mixed use districts (MUD1 and MUD2) to provide opportunities for future development that would achieve the objectives of the City of Moreno Valley's General Plan.

Planning staff developed the two mixed use zoning districts (MUD1 and MUD2) using the two existing mixed use districts in the Village Specific Plan – VOR (Village Office Residential) and VCR (Village Commercial Residential) as a starting point. Staff also reviewed mixed use districts from Riverside, Redlands, Claremont and other cities for added perspective and ideas. The result is a hybrid that is similar but enhanced version of the Village districts.

Mixed use development provides additional lifestyle options for current and future residents of the City. Surveys by the Western Riverside Council of Governments indicate a significant interest in the more urban lifestyles provided in mixed use projects, especially among young adults and senior citizens, two groups that will expand in size as the City adds employment and the general population ages. Mixed use development also supports the viability of transit corridors by providing more activity and potential riders within close proximity.

Mixed Used development of the type intended under the MUD1 and MUD2 is allowed under the VOR and VCR zones of the Village Specific Plan. Mixed use can occur both horizontally (side by side) or vertically (one on top of the other). At this point in time, there has not been any mixed use project submitted to the City.

The City of Moreno Valley has been awarded two grants through Southern California Association of Governments' (SCAG) Demonstration Projects for Compass Blueprint Planning Services. The first was "Alessandro Boulevard Corridor Demonstration Project – Phase 1" in 2009/2010, which provided consultant funding to develop a vision plan for the Alessandro Boulevard Corridor. The second is "The Alessandro Boulevard Corridor Project – Phase II: Implementation", which was awarded in 2011/2012. With Phase II and assistance through RBF Consulting, Staff has developed urban design strategies to intensify land uses along the Alessandro Boulevard Corridor. The strategies have been combined into the "Mixed Use Districts Overlay". It is the intent to replace MUD1 and MUD2, with the enhanced districts developed under Phase II of the Alessandro Boulevard Corridor Project and later

expand the "Mixed Use Districts Overlay" to other areas of the City that meet the requirements.

Mixed Use Districts Overlay:

The first step was to create the requirements for selecting sites and then identify areas suited for inclusion in the "Mixed Use Districts Overlay" along the Alessandro Boulevard Corridor.

The Vision Plan (Phase 1) proposed an overall Community Form that included Activity Nodes linked by Primary and Secondary Corridor Zones located in between along Alessandro Boulevard. Both the Activity Nodes and the Corridor Zones are surrounded by Corridor-Adjacent Zones that are unlikely to change. Each Activity Node is located at a major street intersection and projects outward from the intersection for approximately a ¼-mile walking radius. The Activity Nodes range in intensity from regional-level attractions, such as the Moreno Valley Town Center, to community-level collections of retail and services, such as the shops along Sunnymead Boulevard. In total, four types of nodes were identified: Regional, Medical Center, Community, and Neighborhood.

The Alessandro Boulevard Corridor was then divided up as a series of independent, but related nodes. These nodes work in concert with Moreno Valley's existing nodes to provide a complete and strategically dispersed set of places aimed at regional, community, or neighborhood retail and services. Five nodes along the Alessandro Boulevard Corridor have been identified for inclusion within the "Multiple Use Districts Overlay":

- Alessandro Boulevard & Frederick Street (MUI)
- Alessandro Boulevard & Heacock Street (MUN)
- Alessandro Boulevard & Perris Boulevard (MUC)
- Alessandro Boulevard & Lasselle Street (MUN)
- Alessandro Boulevard & Nason Street (MUI)

With the "Multiple Use Districts Overlay", there are three classifications. This Section describes the purpose and intent of each mixed-use overlay district:

A. Mixed-Use Institutional Anchor (MUI) Overlay District. The Mixed-Use Institutional Anchor (MUI) Overlay District applies to areas around prominent anchor institutiOns, such as civic centers, medical centers, and educational campuses. The intent is to build upon the role of the institutions by providing opportunities for urban, high-intensity development that serves the needs of visitors, employees, and residents affiliated with the anchor institution and the surrounding region. Development is allowed up to five stories in height with building frontages near or at the sidewalk, wide sidewalks, and parking under or behind buildings. Vertical mixed-use development (ground-floor retail with offices or housing above) is required at important street intersections. Horizontally-integrated or vertically-integrated mixed-use development, with no requirement for ground-floor retail, is allowed in other locations. The overlay district name may be

expanded to include the name of the type of anchor institution (e.g., "MUI – Medical Center").

B. ***Mixed-Use Community (MUC) Overlay District.*** The Mixed-Use Community (MUC) Overlay District applies to areas along major arterials and arterials. The intent is to provide opportunities for the development of pedestrian-oriented blocks with medium-intense development that serves the needs of residents, visitors, and employees from the surrounding community. Development is allowed up to four stories in height with building frontages near or at the sidewalk, wide sidewalks, and parking under or behind buildings. Vertical mixed-use development (ground-floor retail with offices or housing above) is required at important street intersections. Horizontally-integrated or vertically-integrated mixed-use development, with no requirement for ground-floor retail, is allowed in other locations. The overlay district name may be expanded to include the community name (e.g., "MUC – East Alessandro").

C. ***Mixed-Use Neighborhood (MUN) Overlay District.*** The Mixed-Use Neighborhood (MUN) Overlay District applies to areas along arterials and minor arterials. The intent is to provide an area for low-rise mixed-use development that serves the needs of residents, visitors, and employees from the surrounding immediate neighborhood. Development is allowed up to three stories in height with building frontages near or at the sidewalk, wide sidewalks, and parking under or behind buildings. Vertical mixed-use development (ground-floor retail with offices or housing above) is required at important street intersections. Horizontally-integrated or vertically-integrated mixed-use development, with no requirement for ground-floor retail, is allowed in other locations. The overlay district name may be expanded to include the neighborhood name (e.g., "MUN – Lasselle Crossing").

Attachment #8 shows the proposed parcels for inclusion in the "Mixed Use Districts Overlay".

Municipal Code Amendment

Issue 1 – Removal of MUD1 & MUD2 Information and Addition of Mixed-Use Overlay Districts (Municipal Code)

Both Section 9.07.090 Mixed Use Development 1 (MUD1) and Section 9.07.100 Mixed Use Development 2 (MUD2) will be deleted and replaced by "9.07.090 Mixed-Use Overlay Districts". The new Chapter 9.07.090– Mixed-Use Overlay Districts will include the following sections:

- 9.07.091 – Purpose and Intent
- 9.07.092 – Applicability
- 9.07.093 – Purposes of Mixed-Use Overlay Districts
- 9.07.094 – Permitted Uses in Mixed-Use Overlay Districts
- 9.07.095 – Mixed-Use Overlay District Site Development Standards
- 9.07.096 – Building Frontage Type Standards
- 9.07.097 – Open Space Standards – Publicly-Accessible Open Space

- 9.07.098 – Open Space Standards – Private/Common Open Space
- 9.07.099 – Lot Area Requirements and Lot Consolidation Incentives

The purpose of the Mixed-Use Overlay Districts is to provide regulations that implement the goals and policies of the General Plan, the Alessandro Boulevard Corridor Vision Plan (accepted by the Moreno Valley City Council on June 30, 2010), and other similar long-range planning documents aimed at encouraging mixed-use development within the City.

The Mixed-Use Overlay Districts are intended to provide the following:

1. Stimulate economic development and reinvestment through regulations based upon recognized urban design principles that allow property owners to respond with flexibility to market forces;

2. Create specific development nodes at street intersections with a pedestrian-oriented mix of uses with convenient access between area neighborhoods, housing, employment centers, and retail services;

3. Accommodate intensities and patterns of development that can support multiple modes of transportation including public transit, bicycles, and walking;

4. Facilitate well-designed new mixed-use development projects that combine residential and nonresidential uses (e.g., office, retail, business services, personal services, public spaces and uses, other community amenities, etc.) to promote a better balance of jobs and housing;

5. Ensure compatibility with adjacent existing single-family neighborhoods and harmonious integration with existing commercial areas;

6. Encourage the development of unique district character through a streetscape that provides attractive features (e.g., landscaping, street furniture, niche or linear parks, public places, courtyards, public transportation shelters; etc.) designed to integrate the public realm (e.g., streets, sidewalks, etc.) with adjacent development on private property; and

7. Provide additional property rights while preserving existing property rights. This intent is achieved by providing additional development rights in compliance with this Chapter, which property owners may exercise under certain conditions, while retaining all development rights conferred by the underlying district to property owners in the mixed-use overlay districts. Incentives and advantages include allowing a greater range and mix of uses; more permissive dimensional specifications (e.g., greater floor area ratio, lot coverage ratio, and height; reduced setbacks; etc.); exemption from certain design review requirements; and fee reductions or waivers.

Owners or developers of any property within any mixed-use overlay district may choose to develop in compliance with the standards and procedures in the proposed Chapter 9.07.090 - Mixed-Use Overlay Districts that apply to the particular mixed-use overlay district in which the property is located. If the owners or developers chose not to develop a mixed-use project, the underlying zoning will be enforced.

Issue 2 – Addition to Chapter 9.02 Permits and Approvals (Municipal Code)

The purpose of administrative variances is to allow for an administrative procedure for limited adjustments to the provisions of this title in order to prevent unnecessary hardships that might result from a strict or literal interpretation and enforcement of certain regulations prescribed by this title. It is also intended that, with respect to accessory structures for existing single-family residential uses, certain adjustments shall be subject to the director's review procedures, rather than an administrative variance.

Staff proposes to add the following section to Chapter 9.02.090 under "C - Limitations on Administrative Variances":

5. Decrease in building frontage requirements. In any mixed-use overlay district, the community development director may authorize up to a ten (10) percent decrease in the distance threshold established to specify the required percentage of a building frontage to be built to the Build-To-Zone, as indicated in Table 9.07.095-10 (Mixed Use Overlay District Development Standards) (i.e., the distance threshold from street intersections for the purposes of calculating building frontage length may be reduced from 300 feet to 270 feet). The community development director is not authorized to reduce the percentage of the building frontage that is required to be built to the Build-To-Zone.

Issue 3 – Additions to Chapter 9.09 - Specific Use Development (Municipal Code)

Chapter 9.09 - Specific Use Development covers certain activities and uses, due to their nature, may have the opportunity to create more significant impacts upon the community than others. As a result, specific regulation of these activities and uses is warranted. The purpose of this chapter is to identify and regulate such uses in districts permitting those uses, in order to ensure the maintenance of the public health, safety and welfare in accordance with the goals, objectives, policies and implementation programs of the general plan.

Staff proposes to add the following three new uses to Chapter 9.09 - Specific Use Development:

- 9.09.250 – Live-Work Development
- 9.09.260 – Mixed-Use Development
- 9.09.270 – Outdoor Dining

The Live-Work Development section provides operational and compatibility standards for the development of live/work units. These standards are in addition to the standards for live-work development provided in Chapter 9.07.090 (Mixed-Use Overlay Districts). The Mixed-Use Development section provides operational and compatibility standards for mixed-use development. These standards are in addition to the standards provided in Chapter 9.07.090 (Mixed Use Overlay Districts). The last additional section to Chapter 9.09 - Specific Use Development is Outdoor Dining and this section provides standards for outdoor dining areas. Unlike the two previous uses, outdoor dining is not restricted to only the Mixed Use Overlay District.

Issue 4 – Additions/Revisions to Chapter 9.11- Parking, Pedestrian, and Loading Requirement (Municipal Code)

The purpose of this chapter is to ensure the adequate provision of parking, loading and bicycle facilities proportionate to the needs created by the various land uses within the city.

9.11.030 – General Regulations
9.11.040 – Off-Street Parking Requirements
9.11.060 – Off-Street Bicycle Parking Requirements

Staff proposes to add to 9.11.030 – General Regulations the following:

> H. Rear Parking. Parking in the rear of buildings and service area shall be limited to five percent of the total required off-street parking, except in the mixed-use overlay districts identified in Chapter 9.07.090 (Mixed-Use Overlay Districts).

Staff proposes to add parking standard information for "Live-Work Units (residential component)" and "Residential Component of Mixed-Use Projects" to Table 9.11.040A-12 in Section 9.11.040 – Off-Street Parking Requirements for Residential Uses. The additions to the table will appear as follows:

Table 9.11.040A-12: Off-Street Parking Requirements

Use	Requirement	Covered Parking	Notes
Residential Uses			
Live-Work Units (residential component)	2/unit	2 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is NOT included in the minimum required parking standard and can be shared with the business aspect of the "Live-Work" parking standard.

Residential Component of Mixed-Use Project	See Multiple-Family requirements in Table 9.11.040A-12	See Multiple-Family requirements in Table 9.11.040A-12	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard and may be shared with the non-residential component. Alternate parking requirements may be permitted subject to approval of a parking study pursuant to Section 9.11.070(A) of this chapter.

Staff proposes to add parking standard information for "Eating and Drinking Establishments" to Table 9.11.040B-12 in Section 9.11.040 – Off-Street Parking Requirements for Commercial Uses. The addition to the table will appear as follows:

Table 9.11.040B-12: Off-Street Parking Requirements

Commercial Uses	Minimum Requirement	Notes
Eating and Drinking Establishments	1/100 sq. ft. of gross floor area up to 6,000 sq. ft. 1/75 sq. ft. of gross floor area over 6,000 sq. ft.	A minimum of 10 spaces required for stand-alone use. No additional parking required if outdoor dining area comprises no more than 15 percent of the interior gross floor area of the primary food service use; If outdoor dining area is over 15%, 1 space for every 60 sq ft or 1 space for every 3 seats, whichever is greater.
Eating and drinking establishments within shopping centers of 25,000 square feet of building area or greater.	1/225 sq. ft. of gross floor area up to 15% of the shopping center gross building square footage.	Eating and drinking establishments within shopping centers of 25,000 square feet of building area or greater.

Staff proposes to revise Section 9.11.060-B of the Off-street bicycle parking requirements by deleting the current wording shown below:

> ~~B. Number of Parking Spaces Required. Bicycle parking spaces shall be provided in all commercial, office and industrial districts equal to five percent of the required automobile parking spaces, with a minimum of two bicycle parking stalls required for any one use. Single-family and multiple-family residences, senior housing complexes, mobile home parks and model home complexes are exempt from this section.~~

The revised Section 9.11.060-B of the Off-street bicycle parking requirements will now read as follows:

B. Number of Parking Spaces Required.

1. Bicycle parking spaces shall be provided in all commercial, office and industrial districts equal to five percent of the required automobile parking

spaces, with a minimum of two bicycle parking stalls required for any one use.

2. Single and Multiple-family residences are exempt from this section.

Staff proposes to revise Section 9.11.060-D of the General Requirements of the Off-street bicycle parking requirements by adding the following:

6. Signage should be posted to direct bicyclists to the locations of bicycle racks that may not be readily apparent. Similarly, signs indicating the location of bicycle parking should be posted wherever a NO BICYCLE PARKING sign is posted.

Issue 5 – Addition to Chapter 9.15.030 – Definitions (Municipal Code)

The purpose of the definitions chapter is to ensure precision in interpretation of the City of Moreno Valley's Municipal Code. The meaning and construction of words and phrases defined in this chapter applies throughout the Municipal Code. The addition of the Mixed-Use Overlay District has provided new development terms to the Municipal Code. The list below will be added into the current definitions section in alphabetic order:

"Block" means the aggregate of lots, pedestrian passages, and rear alleys, circumscribed on all sides by streets.

"Block Length" means the linear dimension of a block along one of its street frontages.

"Block Perimeter" means the aggregate dimension of a block along all of its street frontages.

"Build-to-Zone" means the area between the minimum and maximum setbacks within which the principal building's front façade (building façade line) is to be located. See Figure 9.15.030-1 (Build-to-Zone).

Figure 9.15.030-1
Build-To-Zone

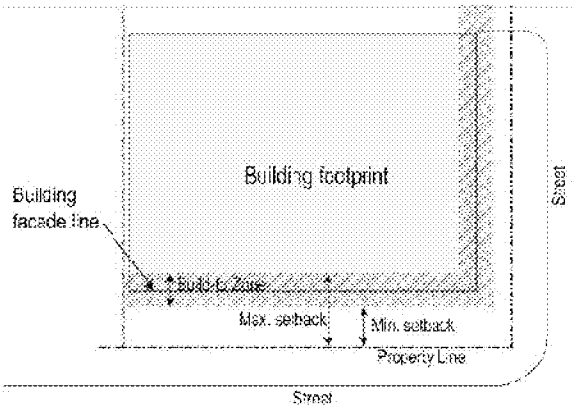

Illustration indicating the location of the build-to zone relative to the minimum and maximum setbacks and the building façade line

"Building Façade Line" means the vertical plane along a lot where the building's front façade is actually located. See Figure 9.15.030-1 (Build-to-Zone).

"Commercial-Ready Space" means the ground floor interior space constructed with a minimum height as established in Section 9.075.060 (Building Frontage Type Standards) that may be used for either residential or nonresidential uses. The intent of Commercial-Ready space is to provide flexibility so that a space can be converted between residential and nonresidential uses in response to market demand.

"Floor Area Ratio (FAR)" means the mathematical relation between volume of building and unit of land expressed as the ratio of gross floor area of all structures on a lot to total lot area. See Table 9.075.050-10 (Mixed-Use Development Standards) for FAR figures applicable to the mixed-use overlay districts. See Figure 9.15.030-2 (Floor Area Ratio).

Figure 9.15.030-2: Floor Area Ratio

Possible Building Configurations for 0.50 FAR

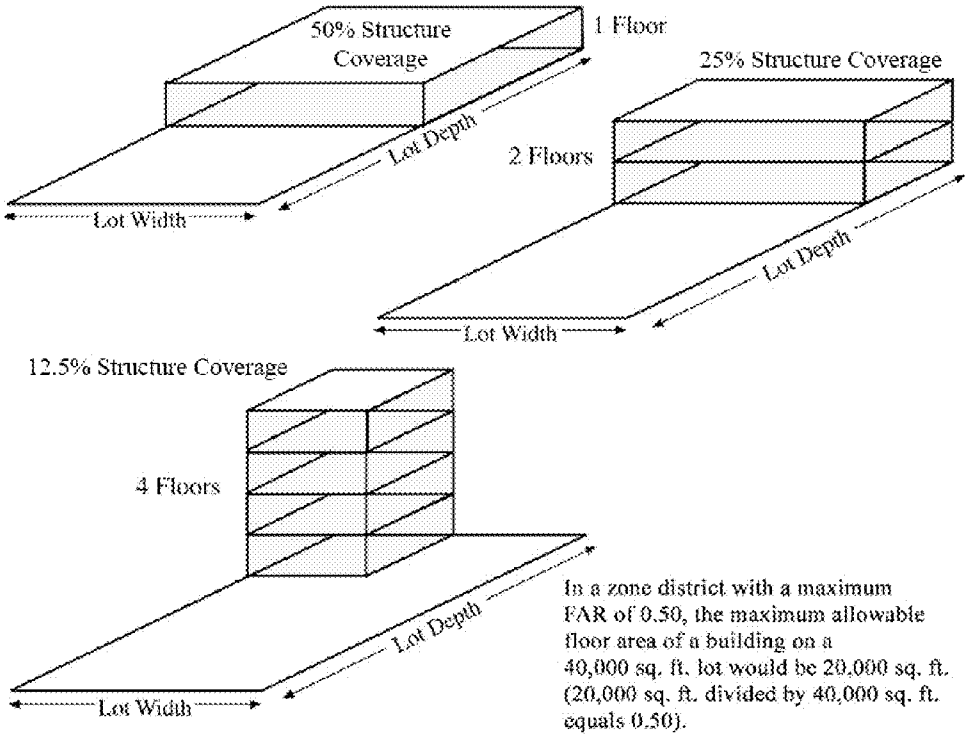

NOTE: Variations may occur if upper floors are stepped back from ground level lot coverage.

$$\text{Floor Area Ratio (FAR)} = \frac{\text{Gross Building Area (All Floors)}}{\text{Lot Area}}$$

"Integration of uses" means potential ways to integrate uses allowed in mixed-use development including:

1. Vertical integration. A mix of nonresidential uses (i.e., commercial, retail, and/or office) located on the ground floor with residential dwelling units located above.

2. Horizontal integration. A mix of nonresidential uses located on the primary street frontage of a lot and residential uses located at the rear of a lot.

"Live-Work" means a structure or complex of structures that integrates space for both residential and nonresidential uses within individual units.

"Live/Work Unit" means a unit with both residential and nonresidential uses and where neither use is subordinate to the other.

"Mezzanine" means an intermediate floor between main floors of a building. The floor often projects from the walls and does not completely close the view of the ceiling from the floor immediately below. A mezzanine floor and the floor below it share the same ceiling.

"Mixed-Use Vertical Development" means development that combines two or more types of land uses (e.g., residential, commercial, office, industrial, institutional, or recreation) in a single building in a vertical configuration, typically with residential uses located above nonresidential uses.

"Mixed-Use Horizontal Development" means development that combines two or more types of land uses (e.g., residential, commercial, office, industrial, institutional, or recreation) on a single development site, but not necessarily in the same building, typically nonresidential uses are located adjacent to the street and residential uses are located away from major streets behind nonresidential uses.

"Mixed-Use Overlay District" means a land use designation (zoning district) that allows a combination of uses, which may include residential, commercial, office, industrial, institutional, or recreational uses.

"Podium Parking" means parking spaces that are covered by the ground floor of a building and are completely enclosed by walls. Podium parking may occur at or below the grade of the adjacent sidewalk.

"Private Realm" means any privately-owned property.

"Public Realm" means any publicly owned streets, roadways, sidewalks, parks, plazas, and other open spaces that comprise the shared space of a city for its visitors, employees and residents. It is the space between buildings where civic interaction occurs and is defined in contrast to private property.

"Surface Parking" means parking spaces that are not covered by a building and are not enclosed by walls. Surface parking is also known as a "parking lot".

"Tuck-Under Parking" means parking spaces that are covered by the upper floor of a building, but are otherwise open.

"Underground Level" means that portion of a structure between the floor and ceiling which is wholly or partly below grade and having more than one half of its height below grade.

Issue 6 - Modification of the Permitted Uses Table (Municipal Code)

Chapter 9.02.020 - Permitted uses includes a table (Permitted Uses Table 9.02.020-1) which contains columns with headings identifying zoning districts, and list uses by indicating the zoning district or districts in which each use is permitted or allowed and whether the stated use is permitted subject to district requirements, or whether the stated use is allowed only after obtaining a conditional use permit.

The Permitted Uses Table will be modified to remove both the MUD1 & MUD2 columns.

~~MUD1~~	~~Mixed Use District 1 (Up to 15 Dwelling Units per net acre)~~
~~MUD2~~	~~Mixed Use District 2 (Up to 30 Dwelling Units per net acre)~~

Add a column for Residential 30 (R30), which was not done when the Residential 30 (R30) Zoning District was created. For the list of approved uses under the Residential 30 (R30) Zoning District please see Attachment # 10.

Add a column for Mixed Use (MU), which will replace the MUD1 and MUD2 designations. For the list of approved uses under the Mixed Use Overlay District please see Attachment # 10.

The following items will be added to the "Zoning District Key" below the Permitted Uses Table 9.02.020-1:

R30	Residential 30 District (Up to 30 Dwelling Units per net acre)
MU	Mixed Use Overlay

And remove the following from the "Zoning District Key" below the Permitted Uses Table 9.02.020-1:

~~MUD1~~	~~Mixed Use District 1 (Up to 15 Dwelling Units per net acre)~~
~~MUD2~~	~~Mixed Use District 2 (Up to 30 Dwelling Units per net acre)~~

With the addition of the new Mixed Use Overlay, the following will be added to the "Notes" section at the end of the Permitted Use Table:

(8) In the MUI district, mixed use (commercial uses on first floor with office uses or residential uses on upper floors) are (a) required to on lots at street intersections and within 300 feet in any direction from a street intersection, as measured from the corner formed by the lot's property lines, and (b) are allowed, but not required on the other lots.
(9) In the MUC and MUN districts, mixed use (commercial uses on first floor with office uses or residential uses on upper floors) are (a) required to on lots at street intersections and within 150 feet in any direction from a street intersection, as measured from the corner formed by the lot's property lines, and (b) are allowed, but not required on the other lots.
(10) See Section 9.07.040 (Medical Use Overlay District).
(11) See Section 9.09.260 (Mixed-Use Development).
(12) See Section 9.09.250 (Live-Work Development).
(13) See Section 9.09.270 (Outdoor Dining).

All the above Mixed Use District Overlay Guidelines are included in one document as Attachment #9. These will be merged into Chapter 9 of the Municipal Code after approval by the City Council.

Mixed Use Overlay District User's Guide

Staff has created a User's Guide to address the potential questions from property owners/developers within the proposed Mixed Use Overlay District (Attachment #11). This User's Guide will provide an overview of the process for determining which regulations apply when a property is located within the boundaries of two districts at the same time – for example, a commercial (base) district and a mixed-use overlay district. When this situation occurs, the property owner/developer has the option to develop under either set of standards, but not both. The choice is entirely up to the property owner/developer.

REVIEW PROCESS

With the development of the Alessandro Boulevard Corridor Focus Study - Phase I, stakeholder meetings were held in 2010 with groups ranging from the Mayor and City staff to local property owners and developers. Two Community Workshops were also held on April 22, 2010 and May 6, 2010 to allow the public to provide input and comment on the selecting Mixed Use District sites and parcels to be rezoned as Residential 30 (R30). The five nodes selected along the Alessandro Boulevard Corridor for inclusion within the "Multiple Use Districts Overlay" are based on these meetings.

Planning staff has been working with RBF Consulting through the second SCAG Compass Blueprint grant (Phase II) to complete the required CEQA documentation (Mitigation Negative Declaration) and the overlay district design standards. A public informational meeting was scheduled one week prior to the Planning Commission Hearing (March 7, 2013).

ENVIRONMENTAL

The proposed Alessandro Boulevard Corridor Project – Phase II Implementation, is a City initiated project to: 1) create the Mixed Use Overlay Districts to implement the Vision Plan for Alessandro Boulevard Corridor, 2) increase the maximum permitted density to 30 dwelling units per acre in specified areas of the City, and 3) amend the general plan and zoning for approximately 21.74 acres of R-5 to Community Commercial. The proposed changes affect approximately 315 acres along, adjacent to, or in close proximity to Alessandro Boulevard. The project involves an amendment to the General Plan Land Use Map, as well as an amendment to the Moreno Valley Zoning Code and Zoning Map. Following a preliminary review of the proposed project, the City of Moreno Valley has determined that it is subject to the guidelines and regulations of the California Environmental Quality Act (CEQA). This Initial Study addresses the direct, indirect, and cumulative environmental effects of the project, as proposed.

In accordance with the *California Code of Regulations* (*CCR*) Sections 15051 and 15367, the City of Moreno Valley is identified as the Lead Agency for the proposed project. Under the *California Environmental Quality Act* (*CEQA*) (*Public Resources Code* Section 21000-21177) and pursuant to *CCR* Section 15063, the City is required to undertake the preparation of an Initial Study to determine if the proposed project would have a significant environmental impact. If, as a result of the Initial Study, the Lead Agency finds that there is evidence that any aspect of the project may cause a significant environmental effect, the Lead Agency shall further find that an Environmental Impact Report (EIR) is warranted to analyze project-related and cumulative environmental impacts. Alternatively, if the Lead Agency finds that there is no evidence that the project, either as proposed or as modified to include the mitigation measures identified in the Initial Study, may cause a significant effect on the environment, the Lead Agency shall find that the proposed project would not have a significant effect on the environment and shall prepare a Negative Declaration. Such determination can be made only if "there is no substantial evidence in light of the whole record before the Lead Agency" that such impacts may occur (*Public Resources Code* Section 21080(c)).

The environmental documentation, which is ultimately selected by the City in accordance with *CEQA*, is intended as an informational document undertaken to provide an environmental basis for subsequent discretionary actions upon the project. The resulting documentation is not, however, a policy document and its approval and/or certification neither presupposes nor mandates any actions on the part of those agencies from whom permits and other discretionary approvals would be required.

The environmental documentation and supporting analysis is subject to a public review period. During this review, public agency comments on the document relative to

environmental issues should be addressed to the City of Moreno Valley. Following review of any comments received, the City will consider these comments as a part of the project's environmental review and include them with the Initial Study documentation for consideration by the City.

NOTIFICATION

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also published in the local newspaper.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission take the following action:

APPROVE Resolution No. 2013-XX and thereby:

1. RECOMMEND that the City Council adopt a Mitigated Negative Declaration for PA11-0028 (General Plan Amendment), PA11-0029 (Change of Zone), PA11-0030 (Municipal Code Amendment), PA12-0046 (General Plan Amendment) and PA12-0047 (Change of Zone) pursuant to the California Environmental Quality Act (CEQA) Guidelines; and

2. RECOMMEND that the City Council approve PA11-0028 (General Plan Amendment), PA11-0029 (Change of Zone), PA11-0030 (Municipal Code Amendment), PA12-0046 (General Plan Amendment) and PA12-0047 (Change of Zone) subject to the attached conditions of approval included as Exhibits A and B.

Prepared by:	Approved by:
Claudia Manrique Associate Planner	John C. Terell, AICP Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2013-08
3. Mitigated Negative Declaration
4. Initial Study
5. Map of the Alessandro Boulevard Corridor Project Study Area
6. Residential 30 (R30) Rezoning Maps
7. Commercial Rezoning - Area 5
8. Mixed Use Overlay District Maps
9. Mixed Use Districts Overlay Guidelines
10. Permitted Use Table
11. Mixed Use User's Guide (Counter Hand-out)

Attachment 15

Planning Commission Minutes of March 14, 2013

To be provided under separate cover

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MV00196905

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Abdul Ahmad, Fire Chief

AGENDA DATE: April 23, 2013

TITLE: PUBLIC HEARING FOR DELIQUENT NUISANCE ABATEMENT ACCOUNTS

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a public hearing and accept public testimony on delinquent nuisance abatement accounts.

2. Adopt Resolution No. 2013-27 of the City of Moreno Valley, California, confirming assessments on certain real properties as outlined in the Property Assessment List for the abatement of nuisances.

3. Approve placing the submitted Property Assessment List of delinquent nuisance abatement accounts on the Fiscal Year (FY) 2013/2014 Riverside County property tax roll for collection.

4. Direct the City Clerk to file with the Riverside County Assessor's office a certified copy of Resolution No. 2013-27 and the Property Assessment List as required by Section 6.04.120 of the City of Moreno Valley Municipal Code.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

Since 2009, the City of Moreno Valley's Fire Prevention Bureau has been assigned the responsibility of ensuring all vacant parcels in Moreno Valley are compliant with the provisions of the City of Moreno Valley Municipal Code Chapter 6.04, in order to protect

and preserve the health, safety, and general welfare of the public. Should property owners not voluntarily abate their own property after receiving all appropriate notices from the Fire Prevention Bureau, the City Manager or his designee will direct the abatement of various public nuisances and the recovery of costs associated with said abatements. Cost recovery may be obtained by recording a Notice of Special Assessment with the County Recorder's Office.

DISCUSSION

In April of each year, the Fire Prevention Bureau sends each vacant parcel owner as identified by the last equalized assessment roll a Weed and Nuisance Abatement letter. This letter states that all weeds, dry vegetation, rubble, junk, trash, debris, objects, discarded auto bodies, parts and other waste matter upon the premises is a public nuisance and must be abated per Moreno Valley Municipal Code 6.04 by April15.

After April 15, each vacant parcel in Moreno Valley is inspected to determine if the property owner has voluntarily complied with the request in the letter. If the parcel is non-compliant, a notice of violation is then mailed to the property owner advising them that they have 10 days to perform the required abatement. The property is then reinspected for compliance. Should the vacant parcel still require the removal of all weeds, dry vegetation, rubble, junk, trash, debris, objects, discarded auto bodies, parts and other waste matter, then a final notice of violation is mailed to the property owner giving the parcel owner 7 additional days to comply.

Once the period of time has passed as identified in the final notice, then per Municipal Code 6.04 the property is scheduled for abatement by city contractor. This section of the municipal code also allows for recovery of costs associated with said abatements.

The Property Assessment List for general nuisance and weed abatements is hereby submitted for review and consideration by the City Council. A statement of costs was mailed to the legal owner of record for each property requiring abatement action. The County of Riverside equalized tax assessment roll was utilized to determine property ownership. A summary of each abatement is included in the statement of costs, along with the owner's name(s), property description, and the cost for the abatement action. A copy of the statement of costs shall remain on file in the Fire Prevention Bureau.

The Property Assessment List is a current listing of unpaid abatement costs incurred during 2012. Costs approved by the City Council Resolution will result in a special assessment and will become a levy on the FY 2013/2014 tax bill if not paid directly to the City by July 1, 2013. The Notices of Special Assessment will be recorded at the Riverside County Recorder's Office following approval by the City Council.

ALTERNATIVES

1. Approve and authorize the recommended action as presented in this staff report. *This alternative will facilitate cost recovery for those costs incurred by the City for*

the abatement of public nuisance and hazard reduction work performed as outlined in the attached Property Assessment List.

2. Do not approve and authorize the recommended actions as presented in this staff report. *This will result in costs for contract abatement work being absorbed by the City for all costs that remain unpaid by the property owners.*

FISCAL IMPACT

Adoption of the resolution would facilitate cost recovery for those costs incurred by the City for public nuisance and hazard reduction work performed as outlined in the attached Property Assessment List.

As detailed in Exhibit A, the costs incurred by the City for contractual abatements are outlined below. An additional $13.80 Special Districts Administration (S.D.A.) fixed charge will be added for each parcel at the time the assessment is placed on the County of Riverside Tax Roll for FY 2013/2014.

Fire Prevention Bureau

Contractual, Inspection, and Administrative	$49,110.66
S.D.A. Fixed Charge Fee: (79 @ $13.80 each)	$1,090.20
Total:	$50,200.86

The Property Assessment List, as approved by City Council, is subject to amendment as necessary to reflect any payments subsequently received from property owners. Costs not paid in full by July 1, 2013, will be processed as special assessments and cost recovery will occur through the payment of taxes. The Statement of Costs and Notices of Special Assessment for each property shall remain on file in the Fire Prevention Bureau. If payment, or partial payment, is received from property owners, that portion of the Exhibit(s) will be revised as appropriate.

CITY COUNCIL GOALS

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

Community Image, Neighborhood Pride and Cleanliness. Promote a sense of community pride and foster an excellent image about our City by developing and executing programs that will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

Revenue Diversification and Preservation - Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

SUMMARY

The Fire Prevention Bureau performed public nuisance abatements during 2012. These abatements were to remove hazardous and other nuisance conditions from properties. After having been served with a "Notice to Abate" and given a reasonable time for compliance, the property owners failed to voluntarily abate the conditions.

Property owners were served with a Statement of Costs and billed, requesting payment for all costs associated with the City-performed abatement action, by regular mail. Staff is requesting that the City Council authorize the placement of unpaid abatement costs as a special assessment (tax lien) against the properties.

NOTIFICATION

Moreno Valley Municipal Code Section 6.04.060 – Notification of Nuisance provides that written notice of nuisance conditions **may** be given to property owners in the following manner:

> By regular mail addressed to the owner or person in charge and control of the property; at the address shown on the last available equalized assessment roll of the County of Riverside; or as otherwise known, by posting a "Notice to Abate" on the property where the nuisance condition(s) exists thereby allowing ten days to comply.

Notification of weed abatement conditions was specifically met by:

1. Mailing a "Notice to Abate" to property owners by regular mail.
2. Telephone contact with property owners, when possible (i.e., phone number on file).

Furthermore, a "Notice of Public Hearing" was published on April 3, 2013 and April 9, 2013, in The Press Enterprise in accordance with Section 6066 of the Government Code. A public posting of Council's action will also be done in accordance with section 6066 of the Government Code. In addition, the Fire Prevention Bureau mailed a Statement of Cost to each property owner in March 2013 indicating the amount owed for the nuisance abatement services performed by the City as well as the date of the City Council meeting at which this Public Hearing would occur. An official list of the submitted delinquent accounts was submitted to Special Districts and indicates the maximum charges which can be placed on the property tax roll for FY 2013/2014.

ATTACHMENTS

Attachment 1: Proposed Resolution confirming assessments on certain real properties as outlined in the Property Assessment List for the abatement of nuisances

Prepared By:
Cynthia Owens
Management Assistant

Department Head Approval:
Abdul Ahmad
Fire Chief

Concurred By:
Randall Metz
Fire Marshal

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00196911

RESOLUTION NO. 2013-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CONFIRMING STATEMENTS OF COSTS AGAINST REAL PROPERTY LOCATED IN THE CITY OF MORENO VALLEY, FOR ABATEMENTS OF PUBLIC NUISANCES AND DIRECTION THAT SAID STATEMENT OF COSTS CONSTITUTE A LIEN UPON SAID PROPERTIES

WHEREAS, pursuant to the provisions of the City of Moreno Valley Municipal Code Chapter 6.04, the City of Moreno Valley, State of California, in order to protect and preserve the public health, safety and general welfare, has conducted and completed the abatement of certain public nuisances on real properties located within the City of Moreno Valley, State of California; and

WHEREAS, in accordance with the provisions of the City of Moreno Valley Municipal Code, the City of Moreno Valley has submitted Statement of Costs; and

WHEREAS, having received and considered said Statement of Costs and having notified the affected property owners and given them an opportunity to be heard.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. That the Statements of Costs, Notice of City Council Meeting, and Notices of Special Assessments, copies of which are on file with the Fire Prevention Bureau, and incorporated herein by this reference, are confirmed.

2. That the Property Assessment List, attached hereto as Exhibit A and incorporated herein by this reference, is also confirmed.

3. That the Notices of Special Assessments shall be recorded with the Riverside County Recorder's Office and copies transmitted to the Assessor and Tax Collector of the County of Riverside and after recordation shall constitute special assessments against the property to which they relate, and shall constitute liens on the property in the amount of the assessment to be added to the tax bill next levied against the property.

APPROVED AND ADOPTED this 23rd day of April, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-27 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 23rd day of April, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00196915

Annual Fire Prevention Weed Abatement Report

Exhibit A

Property Abatement List (PAL)

April 23, 2013 City Coucil Meeting

FY 12/13

	Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total
1	316030014	2TES FAMILY TRUST	P O BOX 7000 318 ROLLING HILLS ESTATE CA, 90274	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/29/2012	363.00	157.00	240.00	13.80	7
2	316210009	PIERCE HARDY LTD PARTNERSHIP	1019 RTE 519 BLDG 5 EIGHTY FOUR PA, 15330	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/31/2012	619.00	157.00	240.00	13.80	1,029.80
3	316210064	IPARAGURRIE, JENNIE	775 N SANDERSON AVE SAN JACINTO CA, 92582	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/31/2012	359.00	157.00	240.00	13.80	769.80

Item No. E.3

Property Abatement List (PAL)

FY 12/13

	Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost
4	473150058	WOLVERINE PROP	3512 CEDAR RIDGE LN CORONA CA, 92881	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/1/2012	298.00	157.00	240.00	13.80	708.80
5	473150059	WOLVERINE PROP	3512 CEDAR RIDGE LN CORONA CA, 92881	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed.	8/1/2012	233.00	157.00	240.00	13.80	643.80
6	473210005	BRISENO, JUAN	1567 WOOD RD RIVERSIDE CA, 92508	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	8/1/2012	389.00	157.00	240.00	13.80	799.80
7	474120045	MCFARLAND, RANDY	24379 WILLIS LN MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/2/2012	103.00	157.00	240.00	13.80	513.80

MV00196917

Property Abatement List (PAL)

FY 12/13

	Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost
8	474120046	MCFARLAND, RANDY	24379 WILLIS LN MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	8/1/2012	103.00	157.00	240.00	13.80	513.80
9	474120047	MCFARLAND, RANDY	24379 WILLIS LN MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/2/2012	103.00	157.00	240.00	13.80	5
10	475050040	JIAQI INC	P O BOX 93723 CITY OF INDUSTRY CA, 91715	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/2/2012	356.00	157.00	240.00	13.80	766.80
11	475160056	CAMPUS REALTY	28391 AVD LA MANCHA SAN JUAN CAPO CA, 92675	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/1/2012	104.00	157.00	240.00	13.80	514.80
12	475160065	CAMPUS REALTY	28391 AVD LA MANCHA SAN JUAN CAPO CA, 92675	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/2/2012	174.00	157.00	240.00	13.80	584.80
13	475250075	BOSQUES, CORNELIO	24346 GROVEN LN MORENO VALLEY CA, 92555	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed.	8/1/2012	103.00	157.00	240.00	13.80	513.80

Item No. E.3

MV00196918

Property Abatement List (PAL)

FY 12/13

	Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost
14	475280078	MCFARLAND, RANDY	24379 WILLIS LN MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed.	8/1/2012	103.00	157.00	240.00	13.80	513.80
15	475280079	MCFARLAND, RANDY	24379 WILLIS LN MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/1/2012	103.00	157.00	240.00	13.80	513.80
16	256150025	EASLEY, ROY C	3223 RIVER DR EDEN UT, 84310	Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/30/2012	129.00	157.00	240.00	13.80	53[illegible]
17	256150026	MENDOZA, DANIEL	21060 JENNINGS CT. MORENO VALLEY, 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/30/2012	128.00	157.00	240.00	13.80	538.80

-872-
MV00196919

Property Abatement List (PAL)

FY 12/13

	Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost
18	256150031	RODRIGUEZ, PEDRO	17345 MERRIL AVE FONTANA CA, 92335	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/30/2012	106.00	157.00	240.00	13.80	516.80
19	256150035	EASLEY, ROY C	3223 RIVER DR EDEN UT, 84310	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	7/30/2012	103.00	157.00	240.00	13.80	5
20	259240048	JW CAPITAL PP	1875 E CENTURY PARK 1490 LOS ANGELES CA, 90007	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Tree branches have not been cleared 8 feet from ground.	8/1/2012	300.00	157.00	240.00	13.80	710.80
21	263132028	AMUNDSON, DAVID	68125 VERANO RD CATHEDRAL CY CA, 92234	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	7/30/2012	133.00	157.00	240.00	13.80	543.80
22	263132031	NGUYEN, THANG	1565 GRAPEVINE LN VISTA CA, 92083	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	7/30/2012	165.00	157.00	240.00	13.80	575.80

MV00196920

Property Abatement List (PAL)

FY 12/13

	Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost
23	263160002	SLCW INV	29217 LAKEVIEW LN HIGHLAND CA, 92346	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	7/31/2012	108.00	157.00	240.00	13.80	518.80
24	263160008	SLCW INV	29217 LAKEVIEW LN HIGHLAND CA, 92346	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	7/31/2012	740.00	157.00	240.00	13.80	1,150.80
25	263160015	INDIO SECURITY STORAGE INC	45800 FLOWER ST INDIO CA, 92201	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	7/30/2012	103.00	157.00	240.00	13.80	51
26	263160028	SLCW INV	29217 LAKEVIEW LN HIGHLAND CA, 92346	Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	7/31/2012	313.00	157.00	240.00	13.80	723.80
27	263210030	OSTEEN, JAMES	11701 PERRIS BLV MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed.	7/31/2012	196.39	157.00	240.00	13.80	607.19
28	263220016	ALQUZAH, MONTHER	3700 TYLER ST UNT 10 RIVERSIDE CA, 92503	Weeds have not been properly abated according to the lot size requirements.	7/29/2012	99.00	157.00	240.00	13.80	509.80

Property Abatement List (PAL)

FY 12/13

	Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost
29	263220018	ALQUZAH, MONTHER	3700 TYLER ST NO 10 RIVERSIDE CA, 92503	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/29/2012	243.00	157.00	240.00	13.80	653.80
30	263220025	ALQUZAH, MONTHER	3700 TYLER ST NO 10 RIVERSIDE CA, 92503	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed.	7/29/2012	133.00	157.00	240.00	13.80	5
31	263230020	ESCONDIDO PLAZA INC	PO BOX 460055 ESCONDIDO CA, 92046	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed.	7/29/2012	146.00	157.00	240.00	13.80	556.80
32	478171010	RAHMON, HENRI J	333 W ORANGE HEIGHTS LN CORONA CA, 92882	Tree branches have not been cleared 8 feet from ground.	8/1/2012	510.24	157.00	240.00	13.80	921.04
33	478174019	KAYMAZ, JANET	1603 BROOKSIDE AVE REDLANDS CA, 92373	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/31/2012	97.00	157.00	240.00	13.80	507.80

Item No. E.3

MV00196922

Property Abatement List (PAL)

FY 12/13

	Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost
34	478174020	KAYMAZ, JANET	1603 BROOKSIDE AVE REDLANDS CA, 92373	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/31/2012	97.00	157.00	240.00	13.80	507.80
35	478174021	KAYMAZ, JANET	1603 BROOKSIDE AVE REDLANDS CA, 92373	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/31/2012	97.00	157.00	240.00	13.80	507.80
36	478175002	RODRIGUES, FAUSTO P	31875 FLOSSIE WAY WINCHESTER CA, 92596	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed.	8/1/2012	308.16	157.00	240.00	13.80	71[illegible]
37	478202053	ROBERTSON, RICHARD M	P O BOX 677 SUN CITY CA, 92586	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/1/2012	116.00	157.00	240.00	13.80	526.80

Property Abatement List (PAL)

FY 12/13

	Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost
38	479090003	MONJAZI, JOHN DAVID	P O BOX 4220 OCEANSIDE CA, 92052	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	7/31/2012	105.00	157.00	240.00	13.80	515.80
39	479230018	LAI, PAUL CH	1141 RODEO RD ARCADIA CA, 91006	Weeds have not been properly abated according to the lot size requirements. Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/31/2012	720.00	157.00	240.00	13.80	1,1
40	481171046	BYLES & MAS DEV	P O BOX 77372 CORONA CA, 92877	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed.	7/31/2012	103.00	157.00	240.00	13.80	51
41	481171048	BYLES & MAS DEV	P O BOX 77372 CORONA CA, 92877	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/2/2012	103.00	157.00	240.00	13.80	513.80
42	481171050	BYLES & MAS DEV	P O BOX 77372 CORONA CA, 92877	Weeds have not been properly abated according to the lot size requirements. Tree branches have not been cleared 8 feet from ground.	8/2/2012	104.00	157.00	240.00	13.80	514.80

MV00196924

Property Abatement List (PAL)

FY 12/13

	Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost
43	481200013	NEJAD, M J R	310 N COTA NO J CORONA CA, 92880	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/2/2012	103.00	157.00	240.00	13.80	513.80
44	481200044	NEJAD, M J R	310 N COTA NO J CORONA CA, 92880	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	8/2/2012	103.00	157.00	240.00	13.80	513.80
45	481270008	NANDINO, HENRY	7290 ASHLEY ST COLTON CA, 92324	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	8/2/2012	134.00	157.00	240.00	13.80	544.80
46	263230022	ESCONDIDO PLAZA INC	PO BOX 460055 ESCONDIDO CA, 92046	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed.	7/29/2012	104.00	157.00	240.00	13.80	51
47	291191004	ODUFALU, EKINOMO AHIMIE	14124 ASHTON LN RIVERSIDE CA, 92508	Weeds have not been properly abated according to the lot size requirements. Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/29/2012	129.00	157.00	240.00	13.80	539.80
48	292032011	JURUPA LAND & INV INC	6865 AIRPORT DR RIVERSIDE CA, 92504	Weeds have not been properly abated according to the lot size requirements.	7/31/2012	341.00	157.00	240.00	13.80	751.80

Property Abatement List (PAL)

FY 12/13

	Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost
49	292191022	ONTIVEROS, LUIS A	4415 CAMINITO TECERA DEL MAR CA, 92014	Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	7/30/2012	149.00	157.00	240.00	13.80	559.80
50	292280018	NOVAL, VICTORINO	12032 VISTA DE CERR PMB278 MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	7/31/2012	301.00	157.00	240.00	13.80	7
51	297100006	NOA ASSOCIATES	8121 VAN NUYS BLV STE 300 PANORAMA CITY CA, 91402	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	7/30/2012	682.75	157.00	240.00	13.80	1,0
52	297130043	TAKUMA	333 W PASEO DE CRISTOBAL SAN CLEMENTE CA, 92672	Weeds have not been properly abated according to the lot size requirements. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/31/2012	233.00	157.00	240.00	13.80	643.80
53	297150031	R&H HOTEL DEV	16278 MENAHKA RD APPLE VALLEY CA, 92307	Weeds have not been properly abated according to the lot size requirements.	7/29/2012	261.00	157.00	240.00	13.80	671.80
54	297180006	SAMBRAY, AMEET Y	21830 DEVERON COVE YORBA LINDA CA, 92887	Weeds have not been properly abated according to the lot size requirements. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/31/2012	454.17	157.00	240.00	13.80	864.97

MV00196926

Property Abatement List (PAL)

FY 12/13

	Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost
55	297220001	MORENO VALLEY GATEWAY	30448 RANCHO VIEJO RD 110 SAN JUAN CAPISTRANO CA, 92765	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	7/29/2012	194.00	157.00	240.00	13.80	604.80
56	297220010	MORENO VALLEY GATEWAY	30448 RANCHO VIEJO RD 110 SAN JUAN CAPISTRANO CA, 92765	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	7/29/2012	179.00	157.00	240.00	13.80	589.80
57	308040050	CONTINENTAL EAST FUND III	1250 CORONA POINT STE 302 CORONA CA, 92879	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/1/2012	366.00	157.00	240.00	13.80	776.80
58	475280080	MCFARLAND, RANDY	24379 WILLIS LN MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/1/2012	103.00	157.00	240.00	13.80	513.80

Property Abatement List (PAL)

FY 12/13

	Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost
59	475280081	MCFARLAND, RANDY	24379 WILLIS LN MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/2/2012	103.00	157.00	240.00	13.80	513.80
60	475280082	MCFARLAND, RANDY	24379 WILLIS LN MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/1/2012	185.00	157.00	240.00	13.80	595.80
61	475280083	MCFARLAND, RANDY	9087 ARROW RTE STE 200 RANCHO CUCAMONGA CA, 91730	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/2/2012	109.00	157.00	240.00	13.80	519.80

MV00196928

Property Abatement List (PAL)

FY 12/13

	Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost
62	475280084	MCFARLAND, RANDY	24379 WILLIS LN MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/2/2012	103.00	157.00	240.00	13.80	513.80
63	475280085	MCFARLAND, RANDY	24379 WILLIS LN MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/2/2012	103.00	157.00	240.00	13.80	513.80
64	478120003	SP CCI	43255 VIA SIENA INDIAN WELLS CA, 92210	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/31/2012	296.00	157.00	240.00	13.80	706.80

Property Abatement List (PAL)

FY 12/13

	Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost
65	478120004	SP CCI	43255 VIA SIENA INDIAN WELLS CA, 92210	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/31/2012	164.00	157.00	240.00	13.80	574.80
66	481270039	LOZANO, ALFREDO	12900 HEACOCK ST MORENO VALLEY, 92553	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/1/2012	38.00	157.00	240.00	13.80	448.80
67	481270059	LOZANO, ALFREDO	12900 HEACOCK ST MORENO VALLEY CA, 92553	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	8/1/2012	32.00	157.00	240.00	13.80	442.80
68	481270060	NEJAD, M J RAHMANI	3380 LA SIERRA AVE #104 RIVERSIDE CA, 925035225	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	8/1/2012	203.00	157.00	240.00	13.80	613.80

Item No. E.3

Property Abatement List (PAL)

FY 12/13

	Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost
69	482060041	MANSELL, HARNETHIA	10947 OAK RUN CIR MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/2/2012	232.00	157.00	240.00	13.80	642.80
70	482230013	LIANG, HUO YOU	16015 PHOENIX RD CITY OF INDUSTRY CA, 91745	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/31/2012	526.78	157.00	240.00	13.80	937.58
71	482582040	F & T GROUP	16015 PHOENIX DR CITY OF INDUSTRY CA, 91745	Weeds have not been properly abated according to the lot size requirements. Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/29/2012	164.00	157.00	240.00	13.80	57 [illegible]

MV00196931

Property Abatement List (PAL)

FY 12/13

	Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost
72	486091002	QUINTANILLA, AMERICA	5564 AGRA ST BELL GARDENS CA, 90201	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/31/2012	307.17	157.00	240.00	13.80	717.97
73	486250021	CONTINENTAL EAST FUND VII	1250 CORONA POINT STE 302 CORONA CA, 92879	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/1/2012	294.00	157.00	240.00	13.80	7
74	486290029	AKMAKJIAN CHRISTINA HEIDER LIVING TRUST	2225 DA VINCI DR RIVERSIDE CA, 92506	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/31/2012	296.00	157.00	240.00	13.80	70
75	487250006	MONSON DOROTHY C ESTATE OF	3777 LYNWOOD DR HIGHLAND CA, 92346	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/1/2012	298.00	157.00	240.00	13.80	708.80

MV00196932

Property Abatement List (PAL)

FY 12/13

	Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost
76	488080003	LCTH INV	1000 DOVE ST NO 100 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Tree branches have not been cleared 8 feet from ground.	8/2/2012	532.00	157.00	240.00	13.80	942.80
77	488190032	PRESTON, DONALD E	27389 COTTONWOOD AVE MORENO VALLEY CA, 92555	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/1/2012	253.00	157.00	240.00	13.80	663.80
78	488200024	MORENO VALLEY CHURCH OF CHRIST	P O BOX 9633 MORENO VALLEY CA, 92552	Weeds have not been properly abated according to the lot size requirements. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/31/2012	294.00	157.00	240.00	13.80	70
79	488220005	LIN, KEVIN C H	519 N BEDFORD DR BEVERLY HILLS CA, 90210	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/31/2012	359.00	157.00	240.00	13.80	769.80
						$17,747.66	$12,403.00	$18,960.00	$1,090.20	**$50,200.86**

MV00196933

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: April 23, 2013

TITLE: PUBLIC HEARING FOR THE CDBG AND HOME PROGRAMS TO ADOPT THE CONSOLIDATED PLAN FOR FISCAL YEARS 2013-2018. THE ANNUAL ACTION PLAN FOR FISCAL YEAR 2013-2014 AND THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE AND FAIR HOUSING ACTION PLAN

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a Public Hearing for the Community Development Block Grant (CDBG) and HOME programs to allow the public an opportunity to comment on, 1) the proposed FY 2013-2018 Consolidated Plan, 2) the FY 2013-2014 Annual Action Plan, and 3) the Analysis of Impediments to Fair Housing Choice and Fair Housing Action Plan.

2. Adopt, 1) the FY 2013-2018 Consolidated Plan, 2) the FY 2013-2014 Annual Action Plan, and 3) the Analysis of Impediments to Fair Housing Choice and Fair Housing Action Plan.

BACKGROUND

Consolidated Plan and Annual Action Plan

The U.S. Department of Housing and Urban Development (HUD) requires that grantee cities, such as Moreno Valley, prepare both a Consolidated Plan and an Annual Action Plan as a condition to receiving Federal funding under the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME). The Consolidated Plan is a planning document that covers a five year period between July 1, 2013 and June 30, 2018, and establishes the City's strategies for addressing low and moderate income needs of the community, as defined by HUD regulations.

The Annual Action Plan is prepared prior to the start of each fiscal year within a Consolidated Plan period. The attached Annual Action Plan details the specific activities and projects the City of Moreno Valley will undertake in FY 2013-2014 using CDBG and HOME funds.

Analysis of Impediments to Fair Housing Choice and Fair Housing Action Plan

Prior to the start of each Consolidated Plan period, HUD requires that grantees prepare an Analysis of Impediments (AI) to Fair Housing Choice Report as part of the Community Development Block Grant (CDBG) program. The AI is a review of impediments or barriers that affect the public's right of fair housing choice and it serves as a basis for fair housing planning. It provides detailed information to policy makers, administrative staff, housing providers, lenders, and fair housing advocates to assist in building public support for fair housing efforts. The City's current AI was last updated in 2008. Data contained in this report is a synthesis of the most recent US Census Data, information collected by the Fair Housing Council of Riverside County (FHCRC) and a series of community meetings conducted in October of 2012. In addition, the City in partnership with the FHCRC published an online survey to solicit additional community input regarding fair housing issues.

DISCUSSION

Consolidated Plan

Attachment 1 to this report is the proposed Consolidated Plan for Fiscal Years 2013-2018. The Consolidated Plan provides the City with a Five-Year Strategic Plan for addressing housing, homelessness, special needs and community and economic development activities in the City. The Consolidated Plan document provides four functions including, 1) the development of a planning document that encourages citizen participation, 2) a consolidated application to HUD, 3) a strategy to be followed in carrying out HUD programs, and 4) an Action Plan that provides a basis for assessing performance. The Consolidated Plan matches the community needs with identified implementation strategies and available resources to address those needs.

Annual Action Plan

Attachment 2 to this report is the proposed Annual Action Plan for FY 2013-2014. The Action Plan details the specific projects and allocated funding for the upcoming program year. In March of 2013, HUD notified the City that it should anticipate a 10% reduction in funding as a result of the federal sequester. Sequestration is a term used to describe the practice of using mandatory spending cuts in the federal budget if the cost of running the government exceeds either an arbitrary amount or the gross revenue it brings in during the fiscal year. For budget estimation purposes, City staff utilized the FY 2012-2013 allocation of $1,858,467 as the basis to begin the 10% reduction. Therefore, staff estimates the new CDBG funding allocation to be $1,672,620. Of this, 15% or $250,893 of the total CDBG allocation can be made available for social services. In addition, $902,576 in previous year project surplus is available for reallocation. Surplus funding is created when a project is either completed under the originally estimated

budget or when a project is canceled and funds are reprogrammed and returned to the grant credit line. This provides for a total anticipated CDBG budget for the next fiscal year of $2,575,196.

The FY 2013-2014 HOME allocation is anticipated to be $422,077. Historically the City has utilized the HOME Program to fund HOME program administration (capped at 10% or $42,207 of the total HOME allocation), City-sponsored housing rehabilitation programs, first time homebuyer down payment assistance, and the HUD-mandated 15% set-aside ($63,312) for Community Housing Development Organizations (CHDO) that must be used to increase the supply of affordable housing for low-income families.

On March 26, 2013 a Public Hearing was conducted to discuss staff's recommendations for CDBG and HOME projects for FY 2013-2014. The City Council approved staff recommendations as submitted.

The following tables detail the proposed budget for the CDBG and HOME programs for FY 2013-2014. These budgets are included in the Annual Action Plan and will be approved once the documents are adopted.

ANTICIPATED FY 2013-14 CDBG BUDGET

PROGRAM ADMINISTRATION (20% CAP - $334,524)	
CDBG Program Administration	$314,524
Fair Housing Services	$20,000
PUBLIC SERVICES (15% CAP - $250,893)	
Community Assistance Program (CAP) Food Program	$33,062
Friends of the Moreno Valley Senior Center (MoVan) Transportation	$31,062
Fair Housing Council of Riv County - Landlord Tenant Mediation Program	$17,892
PW Enhancement Center - Emergency Services Outreach	$17,062
Lutheran Social Services (MARB) Homeless Shelter	$16,912
Path of Life Transitional Family Shelter (MARB)	$16,912
Catholic Charities - Case Worker	$16,062
CASA for Riverside County Foster Youth Program	$11,062
Assistance League/Operation School Bell - Clothes/School Supplies	$11,062
Fair Housing Council of Riv County - Foreclosure Mitigation Counseling Program	$10,000
Operation Safehouse Shelter for Youth	$9,062
Alternatives to Domestic Violence Emergency Shelter & Services	$8,562
Riverside Area Rape Crisis Center - Child Abuse Prevention Program	$8,562
Salvation Army -Food Program	$8,562
ARC of Riverside - Disabled Adult Day Care Facility	$6,062
US VETS Transportation Assistance Program	$6,062
Smooth Transition Literacy/Job Readiness/Life Skills Trng.	$6,062

Lighthouse Treatment Center for Vets	$6,062
211' Telephone Referral Service	$6,062
MV PD Christmas Program	$4,753
PUBLIC FACILITIES AND IMPROVEMENTS	
Sunnymead Blvd. Stormdrain between Indian & SR-60 Perris Blvd. off-ramp	$800,000
Edgemont Improvement Program - Exterior Rehab.	$300,000
REHABILITATION	
Habitat for Humanity	$10,000
CODE ENFORCEMENT	
Code & Neighborhood Enforcement Program (CDBG Target Areas)	$284,767
Code Enforcement - Foreclosure 'Strike Team'	$98,042
ECONOMIC DEVELOPMENT	
Business Incubator (formerly New Business Incentive Program)	$273,754
Recruitment Assistance (based at the ERC)	$173,216
Small Business Development Center	$50,000
TOTAL CDBG FUNDING ALLOCATIONS	**$2,575,196**

ANTICIPATED FY 2013-14 HOME BUDGET

PROGRAM ADMINISTRATION (10% CAP - $42,207)	
HOME Program Administration	$42,207
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (15% MINIMUM)	
Community Housing Development Organization (CHDO)	$63,312
HOUSING PROGRAMS	
New Affordable Housing Project(s)	$796,558
TOTAL HOME FUNDING ALLOCATIONS	**$902,077**

Changes to CDBG Eligible Target Areas

HUD requires cities to establish CDBG Target Areas so that they may concentrate their programs in areas determined to contain residents of which at least 51% earn low-to-moderate incomes. Since the last Consolidated Plan cycle, several census tract block groups have been added to the City's eligible CDBG target area. The new map of Moreno Valley's CDBG Target Areas is included as part of the Consolidated Plan.

Analysis of Impediments to Fair Housing Choice and Fair Housing Action Plan

Attachment 3 is the proposed Analysis of Impediments (AI) to Fair Housing Choice and Fair Housing Action Plan. Because the recommendations of this report are included in both the Action Plan and Consolidated Plan, all documents were noticed together and were made available for concurrent public review from March 22, 2013 through April 21, 2013. The report details the current conditions existing in the City using data from the Census Bureau and other sources. The report also provides actions that the City will undertake in order to alleviate fair housing discrimination and other impediments to fair housing choice. These actions will continue over the course of the five-year period of the Consolidated Plan.

The following summarizes the fair housing impediments identified and the recommended actions that the City should undertake during the five years of the Consolidated Plan. The recommended private sector actions apply to ways in which the City can encourage outside entities to further fair housing while the public sector actions refer to actions that the City can directly implement to further fair housing.

1. Public Sector Actions

Action 1.1 In order to affirmatively further fair housing, the City will establish a specific disability definition that is identical to the one in the Federal Fair Housing Act. The definition will be included in the Reasonable Accommodation Procedure.

Action 1.2 The Planning and Zoning Code will be revised to define transitional and supportive housing and to indicate the residential zones in which such housing is permitted.

Action 1.3 The City will adopt a reasonable accommodation procedure.

Action 1.4 The City will address special needs populations through the policies of the Consolidated Plan and Housing Element. In the Housing Element Update (to be adopted by October 2013), the City must address the needs of the developmentally disabled population. The City also will consider amending the Planning and Zoning Code to include a definition and development standards for special needs housing.

Action 1.5 The City will amend the Planning and Zoning Code by adding a senior housing definition.

2. Private Sector Actions

Action 2.1 The City and Fair Housing Council of Riverside County, Inc. will continue to offer fair housing services to Moreno Valley residents.

Action 2.2 The City and Fair Housing Council of Riverside County, Inc. will arrange a meeting with the Inland Valley Association of Realtors' (IVAR) Fair Housing Committee, which meets the third Tuesday of every month, to explore fair housing topics.

Action 2.3 The Fair Housing Council - as part of its home buyer counseling services – will provide examples of how to detect "steering" during the home search process and how to detect "loan steering."

Action 2.4 The Fair Housing Council will add "how to read an appraisal report" to its homebuyer counseling services.

Action 2.5 The City and Fair Housing Council will annually monitor the Home Mortgage Disclosure Act (HMDA) data to establish long-term trends in loan denial rates.

Action 2.6 The City and Fair Housing Council will maintain an inventory of Federal Housing Administration (FHA) and low down payment financed homes.

Action 2.7 The City and Fair Housing Council will monitor on a regular schedule the notices of default by address made available by the County Recorder's Office or through a subscription service.

Action 2.8 The City and Fair Housing Council will match the notices of default by address to the addresses of the low down payment financed homes.

Action 2.9 The Fair Housing Council will contact the borrowers in default and inform them of default and foreclosure counseling services available to homeowners at risk of losing their homes.

Citizen Participation

Citizen participation for the development of the Consolidated Plan, the Annual Action Plan, and the Analysis of Impediments to Fair Housing (AI) was accomplished through a series of meetings, public notices and announcements. City staff conducted meetings with area residents, non-profit organizations and surrounding jurisdictions to solicit input on community needs. Two public meetings were conducted to determine community needs. In addition, several focused meetings with local agencies, surrounding jurisdictions and City committees were also conducted. Information and notification of these meetings was distributed through correspondence, flyers and public notices. The information compiled from the meetings was used in determining the needs in the community and the development of strategies.

In addition, three public hearings were conducted to solicit input from the general public. The first public hearing took place on December 11, 2012 and residents were given the opportunity to provide comments regarding priority needs in the community. A second public hearing was held on March 26, 2013 to discuss the proposed projects to be funded with CDBG and HOME for the upcoming fiscal year. A final public hearing to be conducted on April 23, 2013 will allow the public an opportunity to comment on the proposed Consolidated Plan, Annual Action Plan, and AI before adoption by the City Council. All adopted documents must be submitted to HUD by May 9, 2013.

ALTERNATIVES

Alternative 1 – The City Council may adopt the Consolidated Plan for Fiscal Years 2013-2018, the Annual Action Plan for Fiscal Year 2013-2014 and the Analysis of Impediments to Fair Housing Choice and Fair Housing Action Plan. **Staff recommends this alternative as being the most compliant with HUD's requirements.**

Alternative 2 – City Council may choose not to adopt the Consolidated Plan for Fiscal Years 2013-2018, the Annual Action Plan for Fiscal Year 2013-2014, or the Analysis of Impediments to Fair Housing Choice Report. **Staff does not recommend this alternative because it *would result in not meeting HUD's established deadline for submission of these documents.***

FISCAL IMPACT

In FY 2013-2014 there is an estimated total of $1,672,620 in new CDBG funding to allocate to projects and an estimated $422,077 in new HOME funds available to allocate to new projects. Together, these funds will provide funding for affordable housing projects and a variety of community improvements, economic development, rehabilitation and public services.

The Analysis of Impediments to Fair Housing Choice Report is required by the U.S. Department of Housing and Urban Development (HUD) as part of the Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) programs. Grant funding could be impacted if the City does not have an updated report.

CITY COUNCIL GOALS

1. REVENUE DIVERSIFICATION & PRESERVATION
By utilizing CDBG, HOME and ADDI funds, the City will enhance its ability to create a stable revenue base and fiscal policies that will support essential City improvement services.

2. PUBLIC SAFETY
Many of the proposed CDBG and HOME projects and programs will directly or indirectly help to provide a secure environment for people and property in the community.

3. PUBLIC FACILITIES & CAPITAL PROJECTS
The majority of CDBG dollars will be used to construct needed public facilities, roadway improvements and other infrastructure improvements.

4. POSITIVE ENVIRONMENT
A positive environment for the development of Moreno Valley's future will be created through a variety of community-based CDBG and HOME programs and projects.

5. COMMUNITY IMAGE, NEIGHBORHOOD PRIDE & CLEANLINESS
CDBG and HOME programs such as: Code Enforcement, Neighborhood Policing, Public Infrastructure Improvements and Housing Rehabilitation will help to preserve, rehabilitate and improve existing neighborhoods.

NOTIFICATION

Notice of this meeting was published in the local edition of the Press-Enterprise newspaper on March 9, 2013.

ATTACHMENTS

ATTACHMENT 1	Consolidated Plan for Fiscal Years 2013-2018
ATTACHMENT 2	Annual Action Plan for Fiscal Year 2013-2014
ATTACHMENT 3	Analysis of Impediments to Fair Housing Choice Report and Fair Housing Action Plan

Prepared By:
Dante Hall
Business Support & Neighborhood Programs Administrator

Department Head Approval:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

MORENO VALLEY

WHERE DREAMS SOAR

CITY OF MORENO VALLEY

Consolidated Plan

2013 - 2018

Plan Effective: July 1, 2013 – June 30, 2018

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ES-05 Executive Summary

1. Introduction

The Consolidated Plan is a five-year community development plan covering the period July 1, 2013 to June 30, 2018. The plan outlines the community's needs, the strategies for addressing those needs, citizen participation and a one-year action plan (which will be updated annually).

As a recipient of both Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME), funds the City is required to prepare a Consolidated Plan. The plan must be submitted to the U.S. Department of Housing and Urban Development (HUD).

The Consolidated Plan serves four functions. These functions include the development of a planning document that encourages citizen participation, a consolidated application to HUD, a strategy to be followed in carrying out HUD programs, and an action plan that provides a basis for assessing performance.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The overall goals of the CDBG and HOME Programs, as included in the Consolidated Plan, are to develop viable urban communities by providing (1) decent housing, (2) a suitable living environment and (3) expanded economic opportunities principally for low and moderate-income persons.

(1). Decent housing includes assisting homeless persons, retention of the affordable housing stock, increasing the availability of permanent housing in standard condition and affordable cost to low-income and moderate-income persons.

(2). A suitable living environment includes improving the safety and livability of neighborhoods, increasing access to quality public and private facilities and services, and the revitalization of deteriorating or deteriorated neighborhoods.

(3). Expanded economic opportunities include job creation and retention, as well as establishment, stabilization and expansion of small businesses.

The primary means towards this end is to extend and strengthen partnerships among all levels of government and the private sector, including for-profit and non-profit organizations, in the production and operation of affordable housing.

3. Evaluation of past performance

The City of Moreno Valley exceeded all of its goals established under the 2008-2013 Consolidated Plan. At the time this document was being prepared, the City was mid-way through the final year (2013) of the previous Consolidated Plan, and therefore information regarding the first four years of the plan are being referred to herein.

At the end of Year 4 of the Plan the City was successful in accomplishing the following:

1. Homeless Strategy - Assisted 2,350 homeless or at risk homeless individuals with housing and public services.
2. Special Needs Strategy - Assisted 17,948 special needs persons, including the elderly and disabled, with housing and public services.
3. Housing Strategy - Rehabilitated or constructed 192 housing units. In addition, utilizing NSP1 funding the City rehabilitated 45 single family homes, and 27 affordable rental units. The City also provided 30 households with the opportunity to become first time home buyers. Proactive code enforcement in the CDBG target areas was provided to 7,898 households. Finally, 3,569 households were provided with fair housing services.
4. Community and Economic Development Strategy - The City was successful in creating/retaining 163 jobs for local small business and providing job training to 93 low and moderate income individuals. Infrastructure improvements were made to 610 parcels within the CDBG target area. 177,498 Low and moderate income residents received public services.

4. Summary of citizen participation process and consultation process

During the Consolidated Plan process, the City took an aggressive approach to ensure and encourage citizen participation. HUD regulations require that cities consult with public and private community-based non-profit organizations to obtain input on the housing and non-housing needs of low- and moderate-income and homeless members of the community. Those with special needs are included as well. To meet this requirement, the City prepared a Citizen Participation Plan which outlines the process for encouraging citizen participation in the development of the Consolidated Plan.

Citizen participation was accomplished through a series of meetings, public notices and announcements. City staff conducted meetings with area residents, non-profit organizations and surrounding jurisdictions to solicit input on community needs. Public meetings to determine needs were held in two of the CDBG Target Areas. One meeting took place at the Moreno Valley City Council Chamber and the other at the Moreno Valley Conference and Recreation Center. In addition, several focused meetings with local agencies, surrounding jurisdictions and City committees were also conducted.

Information and notification of these meetings was distributed through correspondence, flyers and public notices published in the Riverside Press Enterprise. The information compiled from the meetings was used in determining the needs in the community and the development of strategies. Citizen comments are included as an attachment to this document.

Three public hearings were conducted to solicit input from the public. The first public hearing took place on December 11, 2012 and residents were given the opportunity to provide comments regarding priority needs in the community. A second public hearing was held on March 26, 2013 to discuss the proposed Consolidated Plan goals and objectives and the proposed projects for the upcoming fiscal year. After receiving input from the community, the proposed Consolidated Plan was available for a 30-day public examination and comment period from March 22, 2013 through April 22, 2013. The Plan was available at four locations (Library, City Corporate Yard, City Hall and Senior Center) within the City. A final public hearing was conducted on May 23, 2013 after the close of the public review period. The final public hearing allowed the public an opportunity to comment on the proposed Consolidated Plan before adoption by the City Council.

5. Summary of public comments

The following is a summary of the types of needs identified by citizens during public meetings:

- Affordable rental housing
- Programs for at risk youth
- Increased need for telephone social service referral program
- Housing for homeless veterans
- Utility assistance
- Drug and gang intervention services
- Infrastructure improvements
- Financial counseling
- Improvements to the Edgemont neighborhood
- Homeless shelters and emergency motel vouchers
- Services for mentally ill homeless individuals

6. Summary of comments or views not accepted and the reasons for not accepting them

All public comments were taken into consideration when developing the Consolidated Plan.

The Process

PR-05 Lead & Responsible Agencies

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	MORENO VALLEY	Community & Economic Development Department

Table 1 – Responsible Agencies

Narrative

The City of Moreno Valley Community and Economic Development Department's, Business Support and Neighborhood Programs Division is responsible for the development of the Consolidated Plan. The Consolidated Plan was prepared with the cooperation of local non-profit agencies, social service organizations, and interested members of the public.

Consolidated Plan Public Contact Information

The primary contact for matters regarding this plan is: Dante G. Hall, Business Support & Neighborhood Programs Administrator, 951-413-3450

PR-10 Consultation

1. Introduction

The City coordinated efforts and consulted with several public agencies to prepare the Consolidated Plan. The Riverside County Public Housing Authority provided information regarding public and assisted housing in Moreno Valley; the Riverside County Department of Public Social Services works closely with the City to assist homeless persons through the Continuum of Care (CoC). The Riverside County Department of Mental Health also provided information on the coordination of efforts to assist mentally ill homeless persons.

Summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies

Community and Economic Development Department staff work closely with outside agencies in both the public and private sectors. Through working with nonprofit agencies and other public institutions, the City hopes to achieve all the goals set forth in the Consolidated Plan.

The City enjoys a cooperative relationship with surrounding jurisdictions and agencies, as well as nonprofit organizations. The City meets on a regular basis with the Riverside County Department of Public Social Services as part of the Continuum of Care process. The City utilizes a variety of nonprofit organizations to address community needs, such as homelessness, special needs, fair housing and food distribution services. In addition, the City also works with state and federal agencies through several grant programs to facilitate services and programs, which meet housing and safety needs in the community.

As a result of cooperation with surrounding jurisdictions, the City has been able to address a wide variety of community needs including housing rehabilitation, housing programs, public services, and public safety. To facilitate the coordination and cooperation, the City will continue to work with these entities though meetings, correspondence, and joint endeavors.

The City has been and will continue to be supportive of direct applications for funds from housing providers as well as local Community Housing and Development Organizations (CHDO's) and other entities. In addition, the City will continue to support funding applications for local nonprofit service providers.

There are a limited number of businesses to assist with housing development. However, the City hopes to work with resources available through affordable housing financial institutions. These private businesses will be included in the annual plans as applicable. Also, the City will work with businesses that provide loans to high risk small businesses for the purpose of creating and/or retaining low income jobs.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The City participates in the Riverside County Continuum of Care (CoC). The CoC consists of local government agencies as well as non-profit agencies that work together to address homeless issues in the region. Funding is provided to local public and non-profit agencies to provide homeless services and shelter. Monthly and quarterly meetings provide an opportunity for networking and working towards the common goal. Moreno Valley staff are part of the Continuum of Care working group charged with developing and implementing the County's 10 Year Plan to End Homelessness. In addition, the City continues to locally organize the Riverside County Homeless count. Participating in these counts provides staff with a firsthand knowledge of homeless needs through direct interaction with potential recipients of homeless services. Data from the homeless count is utilized to determine homeless service needs and levels in the City.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City staff serves as a representative on the Board of Governance for the Continuum of Care (CoC). The Board provides governance and strategic oversight to the CoC, monitors the established goals of the 10 Year Plan to End Homelessness, and serves as the planning body for the County's submission of the Riverside County Consolidated Application for HUD funds such as ESG. City staff has historically participated in rating grantee applications for ESG funding and have been instrumental in helping making determinations for the allocation of funds. The CoC developed an HMIS working group to develop policies and procedures for the administration of the HMIS in the region. The working group has been instrumental in gaining compliance from HMIS users throughout the region. In 2012, City staff attended the regional HMIS conference hosted by the CoC and Riverside County Department of Social Services.

2. Agencies, groups, organizations and others who participated in the process and consultations

Agency/Group/ Organization	Agency/Group/ Organization Type	What section of the Plan was addressed by Consultation?	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?
PW Enhancement Center	Services-homeless Services-Education Services-Employment Neighborhood Organization	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Economic Development	The organization participated in Community Needs Meetings as well as individual one-on-one meetings with City administration regarding local needs.
RIVERSIDE COUNTY HOUSING AUTHORITY	PHA Other government - County	Housing Need Assessment Public Housing Needs Non-Homeless Special Needs HOPWA Strategy	Throughout the year, the City reviews proposed development sites, the comprehensive plan of the PHA, and any proposed demolition or disposition of public housing developments. In reviewing PHA comprehensive plan the City is able to determine regional housing needs as established by the PHA. It is anticipated this continued

Agency/Group/ Organization	Agency/Group/ Organization Type	What section of the Plan was addressed by Consultation?	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?
		Anti-poverty Strategy	relationship with the PHA will allow the City to identify needs and gaps in services in order to improve service delivery.
Habitat for Humanity Riverside	Housing	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy	The City had several meetings with the organization to discuss the coordination of local housing programs for low/moderate income and special needs populations (elderly and disabled). The meetings have been helpful in identify potential future programs to be implemented during the Consolidated Plan period.
Fair Housing Council of Riverside County, Inc.,	Service-Fair Housing Neighborhood Organization	Housing Need Assessment	Several meetings were conducted with the Fair Housing Council of Riverside County (FHCRC) to assist the City in the development of the Housing Strategy as well as the Analysis of Impediments to Fair Housing report contained in the Con Plan. The City and FHCRC held meetings with apartment managers and residents on fair housing laws, rights and responsibilities during the Con Plan development process. FHCRC was also instrumental in helping the City to develop a fair housing survey which was posted online for the public to complete.
COACHELLA VALLEY HOUSING COALITION	Housing	Housing Need Assessment Homelessness Strategy	Coachella Valley Housing Coalition participated in the City's community needs meetings and provided valuable feedback on regional housing needs. The City has previously partnered with the

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Agency/Group/ Organization	Agency/Group/ Organization Type	What section of the Plan was addressed by Consultation?	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?
		Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Anti-poverty Strategy	organization to create housing opportunities within the city and is open to discussing future affordable housing opportunities that arise.
FAMILY SERVICE ASSOCIATION OF WESTERN RIVERSIDE COUNTY (FSA)	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness	The City has had a long term relationship with Family Service Association (FSA) and meets with the organization periodically to discuss community needs. FSA staff attended one of the community needs meetings hosted by the City and provided valuable feedback. It is anticipated that the City will continue to collaborate with FSA on meeting the needs of Moreno Valley residents.

Agency/Group/ Organization	Agency/Group/ Organization Type	What section of the Plan was addressed by Consultation?	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?
	Services-Employment Neighborhood Organization	Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Anti-poverty Strategy	
COMMUNITY INVESTMENT CORPORATION	Services - Economic Development Community Development Financial Institution	Economic Development	Staff from Community Investment Corporation participated in the City's community needs meeting.
LIGHTHOUSE TREATMENT CENTERS, INC.	Housing Services-homeless	Housing Need Assessment Homelessness Strategy Homelessness Needs - Veterans Anti-poverty Strategy	City staff met with the organization to discuss their housing program for disabled veterans located in the City of Moreno Valley. Staff from Lighthouse Treatment Center also attend community needs meetings and provided valuable input regarding the needs of veterans in our community. The City will continue to support the activities of the organization in the future.

Table 2 – Agencies, groups, organizations who participated

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Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Riverside County Department of Social Services	The CoC plan and the City's Consolidated Plan are very consistent in their goals for the region and are in agreement that regional coordination is required.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The City coordinated efforts and consulted with several public agencies to prepare the Consolidated Plan. The Riverside County Public Housing Authority provided information regarding public and assisted housing in Moreno Valley; the Riverside County Department of Public Social Services works closely with the City to assist homeless persons through the Continuum of Care Consortium; and the Riverside County Department of Mental Health also coordinates efforts to assist mentally ill homeless persons.

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PR-15 Citizen Participation

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Citizen Participation Outreach

Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities	This Community Needs Meeting was held on October 29, 2012 at the Moreno Valley Council Chambers. Eighteen individuals attended the meeting and were representing 13 organizations. Concerned residents also attended.	Attendees provided comments regarding the need for the following:-Affordable Housing-Homeless services-Veterans services-Social service referrals-Gang intervention-Senior and disabled services-Financial literacy for homeowners	All comments were considered in developing the Consolidated Plan.	
Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities	This Community Needs Meeting was held on October 30, 2012 at the Moreno Conference and Recreation Center. Four individuals attended the meeting. Of the attendees three were concerned citizens and one was representing a community organization.	Comments received addressed the following concerns/needs: City's CDBG project selection process. Fair Housing definition. Edgemont neighborhood improvements and water quality improvements to Old Highway 215. Need for more homeless shelters, and motel vouchers.	All comments were considered in developing the Consolidated Plan.	
Public Meeting	Minorities	This public hearing was conducted at the Moreno Valley City Council	No public comments were received.	N/A	

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Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
	Non-English Speaking - Specify other language: Spanish Persons with disabilities	meeting on December 11, 2012. The purpose of the meeting was to provide the public an opportunity to comment on the proposed CDBG/HOME objectives and policies for FY 2013/14. The meeting was advertised by a public notice published in the Press Enterprise newspaper on November 25, 2012.			
Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities	This public hearing was conducted at the Moreno Valley City Council meeting on March 26, 2013. The purpose of the meeting was to provide the public an opportunity to comment on the proposed CDBG/HOME funded projects for FY 2013/14. The meeting was advertised by a public notice published in the Press Enterprise newspaper on March 9, 2013.	No comments were received.	N/A	
Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with Disabilities	This public hearing was conducted at the Moreno Valley City Council meeting on April 23, 2013. The purpose of the meeting was to provide the public an opportunity to comment on the proposed Consolidated Plan, FY 2013/14 Action Plan Update, and the Analysis of Impediments to Fair Housing. The meeting was advertised by a public notice published in the Press Enterprise newspaper on March 7, 2013.	No comments were received.	N/A	
Newspaper Ad	Non-targeted/broad	Notice of Community Needs Meeting to be held on October 29, 2012 published	No comments received	N/A	

Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
	community	in Riverside Press Enterprise on October 13, 2012.			
Newspaper Ad	Non-targeted/broad community	Notice of Community Needs Meeting to be held on October 30, 2012. Notice was published in the Riverside Press Enterprise on October 13, 2012.	No comments were received	N/A	
Newspaper Ad	Non-targeted/broad community	Notice of Public Hearing held on December 11, 2012. Notice was published in the Riverside Press Enterprise on November 25, 2012.	No comments were received	N/A	
Newspaper Ad	Non-targeted/broad community	Notice of Public Hearing to be held on March 26, 2013. Notice was published in the Riverside Press Enterprise on March 9, 2013.	No comments were received.	N/A	
Newspaper Ad	Non-targeted/broad community	Notice of Public Hearing to be held on May 9, 2013. Notice was published in the Riverside Press Enterprise on April 8, 2013.	No comments were received.	N/A	
Newspaper Ad	Non-targeted/broad community	This ad was published to announce the 30 day public review period of the Consolidated Plan. The review period was from March 15, 2013 to April 15, 2013. The ad was published in the Riverside Press Enterprise on March 7, 2013.	No comments were received	N/A	

Table 4 – Citizen Participation Outreach

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Needs Assessment

NA-05 Overview

Needs Assessment Overview

Housing needs were determined by analyzing housing problems by income level, tenure, and households with special needs. The Consolidated Plan uses the Comprehensive Housing Affordability Strategy (CHAS) data developed by the Census Bureau for HUD. CHAS data is based on the 2005-2009 American Community Survey (ACS) Census and analyzes households with one or more housing problems (those experiencing overcrowding, lacking adequate kitchen or plumbing facilities), and those experiencing cost burden (paying more than 30 percent of household income for housing costs) and extreme cost burden (spending over 50 percent of household income for housing costs). The number and types of households needing assistance includes those in the racial and ethnic groups of African Americans, American Indians, Asians, Alaska Natives and Pacific Islanders. According to the ACS, the population of the City of Moreno Valley was 184,039 and was comprised of 48,702 households with a median household income of $57,720. ACS data indicates that there are a total of 52,985 market rate residential units in the City of Moreno Valley. Of these units 6,100 (or 11.5%) are affordable to renters and 5,970 (or 11%) are affordable to owners with incomes below 100% of the area median income. Therefore, the data indicates that approximately 77.5% of all market rate units in the city are unaffordable to Moreno Valley residents earning less than 100% of the area median income. This also reveals that approximately 41,063 households may need some form of affordable housing assistance or assistance with creating more income opportunities. According to data in the City's Implementation Plan, between 2005 and 1010 the City created a total of 4,518 affordable units. Even when the City created affordable housing units are taken into consideration, a significant affordability gap remains evident. Within the City certain subpopulations appear to have an increased risk of housing problems (particularly cost burden) and risk for homelessness. These groups include: Hispanics, Blacks/African Americans, small related households (renters and owners) and single female head of households. High housing costs reduce economic opportunities, limit access to jobs and services, and restrict the ability of lower-income households, including the elderly and persons with disabilities, to live in the communities and neighborhoods of their choice. The affordability gap results in a concentration of lower-income households and overcrowding.

NA-10 Housing Needs Assessment

Summary of Housing Needs

Demographic Information

- Moreno Valley – with a population of almost 200,000 persons - is the 2nd largest city in Riverside County.
- The Southern California Association of Governments (SCAG) forecasts the City's population to reach about 255,100 people in 2035, an increase by about 61,500 people between 2010 and 2035.
- Between 2000 and 2012, the housing stock grew from about 41,400 to almost 55,800 housing units, an increase of about 14,400 housing units.
- Moreno Valley's housing stock is comprised of 55,800 housing units of which 81% are single-family detached homes.
- Moreno Valley's homeownership rate is almost 65% which is slightly lower than that of Riverside County.
- About 51,600 households live in Moreno Valley, of which 42% have lower incomes, meaning less than 80% of Riverside County's median household income.
- Three groups comprise most of the minority population – Hispanics (54.4%), Blacks (17.2%), and Asians (5.9%)
- About 48,000 people are foreign born, mainly in Latin America (77%) and Asia (18%).
- There are an estimated 43,200 *family* households, which comprise about 84% of all households. About 24,100 family households have children.
- Disabilities affect about 15,500 people. The elderly (65 years +) comprise about 44% of all disabled people.
- The poverty rates by race and ethnicity range from a low of 4.4% (Native Hawaiian and Other Pacific Islander) to a high of 35.8% (Asian). The Black (27.1%) and Hispanic (18.5%) poverty rates also are relatively high. It must be noted that the margin of error for the Asian poverty rate was +/-18%.
- Female heads of households both with and without children under 18 experience the highest poverty income rates. About 2,000 female householders with children live in poverty, or about 36% of all such household types.
- Crowding is a condition that disproportionately impacts Native Hawaiian and Other Pacific Islander households. Hispanic households, however, comprise about 82% of all crowded households.
- The City has about 33,400 owner and 18,200 renter households.

Demographics	2000 Census (Base Year)	2005-2009 ACS (Most Recent Year)	% Change
Population	142,381	184,039	29%
Households	41,431	48,702	18%
Median Income	$47,387.00	$57,720.00	22%

Table 5 - Housing Needs Assessment Demographics

Data Source: 2005-2009 ACS Data
2000 Census (Base Year)
2005-2009 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households *	5,120	5,400	9,245	5,630	
Small Family Households *	2,305	2,425	3,995	15,990	
Large Family Households *	1,075	1,445	3,355	6,510	
Household contains at least one person 62-74 years of age	790	698	935	770	2,815
Household contains at least one person age 75 or older	495	485	804	385	1,305
Households with one or more children 6 years old or younger *	1,810	2,020	3,510	7,205	
* the highest income category for these family types is >80% HAMFI					

Table 6 - Total Households Table
Data Source: 2005-2009 CHAS

Housing Needs Summary Tables for several types of Housing Problems

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**	**0-30% AMI**	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**
Substandard Housing - Lacking complete plumbing or kitchen facilities	20	0	85	0	105	20	0	60	10	90
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	175	170	265	175	785	20	85	170	105	380
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	565	250	580	180	1,575	220	495	500	215	1,430
Housing cost burden greater than 50% of income (and none of the above problems)	1,800	1,410	595	40	3,845	1,590	1,330	2,165	770	5,855
Housing cost burden greater than 30% of income (and none of the above problems)	75	510	1,460	610	2,655	75	510	1,590	1,540	3,715
Zero/negative Income (and none of the above problems)	110	0	0	0	110	170	0	0	0	170

Table 7 – Housing Problems Table
Data Source: 2005-2009 CHAS

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2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**	**0-30% AMI**	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**
Having 1 or more of four housing problems	2,565	1,830	1,520	395	6,310	1,840	1,915	2,890	1,105	7,750
Having none of four housing problems	280	695	1,955	1,230	4,160	150	965	2,870	2,895	6,880
Household has negative income, but none of the other housing problems	110	0	0	0	110	170	0	0	0	170

Table 8 – Housing Problems 2
Data Source: 2005-2009 CHAS

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	**>30-50% AMI**	**>50-80% AMI**	**Total**	**0-30% AMI**	**>30-50% AMI**	**>50-80% AMI**	**Total**
Small Related	1,300	1,280	1,100	3,680	800	960	2,025	3,785
Large Related	500	500	855	1,855	419	870	1,570	2,859
Elderly	355	85	174	614	380	450	335	1,165
Other	355	460	565	1,380	295	135	280	710
Total need by income	2,510	2,325	2,694	7,529	1,894	2,415	4,210	8,519

Table 9 – Cost Burden > 30%
Data Source: 2005-2009 CHAS

MV00196962

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	**>30-50% AMI**	**>50-80% AMI**	**Total**	**0-30% AMI**	**>30-50% AMI**	**>50-80% AMI**	**Total**
Small Related	1,275	855	320	2,450	755	725	1,230	2,710
Large Related	490	340	215	1,045	415	560	920	1,895
Elderly	315	20	4	339	345	250	105	700
Other	340	390	140	870	295	120	135	550
Total need by income	2,420	1,605	679	4,704	1,810	1,655	2,390	5,855

Table 10 – Cost Burden > 50%
Data Source: 2005-2009 CHAS

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**	**0-30% AMI**	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**
Single family households	660	320	605	190	1,775	180	395	400	215	1,190
Multiple, unrelated family households	60	75	215	165	515	60	185	275	115	635
Other, non-family households	20	25	25	0	70	0	0	0	0	0
Total need by income	740	420	845	355	2,360	240	580	675	330	1,825

Table 11 – Crowding Information
Data Source: 2005-2009 CHAS

MV00196963

What are the most common housing problems?

Cost Burden

HUD defines a cost burden as "the extent to which gross housing costs, including utility costs, exceed 30 percent of gross income, based on data available from the U.S. Census Bureau" and a severe cost burden as "the extent to which gross housing costs, including utility costs, exceed 50 percent of gross income, based on data available from the U.S. Census Bureau". HUD has found a correlation between cost burden and risks for homelessness. The higher the cost burden, the higher the risk.

Although obviously related, housing cost burden is a distinctly different measure than the affordability indexes that are based on the typical housing cost and the median income. The Housing Affordability Index and related affordability indexes measure affordability based on the ratio of median income to median housing cost. The indexes reflect the affordability of the average unit for the average household consumer. Even though the average unit might be affordable to the average household, this does not mean that individual households might not face significant problems with housing affordability. The housing cost burden measure provides the actual "affordability outcome" of the housing choices made by individual households.

Data tables in this section indicate that nearly 30% of all renter households (under 100% ami) experience a 30% (or greater) cost burden while over 33% of owner households below 100% ami experience the same. Nearly 19% of renters 23% of owners experience a 50% cost burden. Renter households at the 0% to 30% ami category experience the highest 50% (or greater) cost burden while renters in the 50% - 80% ami category experience the highest 30% (or greater) cost burden. For owner households, those in the 50% - 80% ami category experience both the highest 30% and 50% cost burden.

Overcrowding

Overcrowding is a measurement of the adequacy of housing units to accommodate residents. Overcrowding is determined by a standard based on the number of persons per room within a unit. The standard is established at 1 person per room or less. Housing units are considered slightly overcrowded when the occupancy per room is 1.01 to 1.50 persons per room. Units are considered severely overcrowded when occupancy per room is 1.51 persons or more.

Based on CHAS data, there were a total of 2,360 renter households (under 100% a.m.i) who were classified as living in overcrowded conditions, or 9% of all renter households in Moreno Valley. Among owner households 1,825 were classified as living in overcrowded conditions or 7% of all households in the city. When renters and owners are combined, the total number of households (under 100% a.m.i.) living in overcrowded conditions totaled 16% of all households. Single families households are most impacted by the problem of overcrowding.

Are any populations/household types more affected than others by these problems?

Households classified as "small related" are most impacted by housing problems. Specifically 0% - 30% ami renters are most at risk for cost burden at both the 30% and 50% cost burden level, while owners in the 50% - 80% ami are most at risk of having both a 30% and 50% cost burden.

Hispanics have the highest disproportionate need in regards to housing problems amongst all races/ethnicities. This need is consistent across all Hispanic income brackets. Black/African Americans show disproportionate need in regards to both severe and regular housing problems at the 0% - 30% and 80% - 100% ami categories. In the 80% - 100% ami category Whites have a disproportionate need in relation to severe housing problems.

Crowding is a condition that disproportionately impacts Native Hawaiian and Other Pacific Islander households. Hispanic households, however, comprise about 82% of all crowded households.

See also "Disproportionate Need" section.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

Persons at risk of homelessness generally live in poverty, have few familial or community supports, and may have increasing drug and alcohol dependencies. Among those at risk of homelessness, the following groups will be addressed: cost burdened households, families living in poverty, victims of domestic violence, persons diagnosed with HIV/AIDS, and persons with disabilities.

Poverty Status

Although there are different types of poverty, the most common meaning refers to "income poverty," or the lack of sufficient income to meet minimum consumption needs. Poverty then refers to persons who are income poor and, perhaps, have no income at all. According to the U.S. Census Bureau, the poverty thresholds are dollar amounts used to determine poverty status.

In 2010 a mother with two children would be considered poor if her annual income was less than $17,568. A husband-wife family with two children would be classified as poor if their annual income was less than $22,113.

About one in five householders have poverty incomes. Poverty rates by race and ethnicity range from a low of 4.4% (Native Hawaiian or Other Pacific Islander) to a high of 35.8% (Asian). The Black population also has a high poverty rate (27.1%). Although poverty rates differ, any household with such low incomes – regardless of race or ethnicity – would be unable to afford market rate housing. Their freedom to attain their housing of choice is severely restricted. (The margin of error for the Asian poverty rate was +/- 18%.)

Female householders with children often confront bias in the rental housing market. Their access to decent housing also is made more difficult by poverty. Female households have significantly higher poverty rates than other household types. Female heads of households both with and without children under 18 experience the highest poverty income rates. About 2,000 female householders with children live in poverty, or about 36% of all such household types.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

The Riverside County Continuum of Care utilizes data captured through the Homeless Information Management System (HMIS). This system is required for regions that receive HUD funds, which defines homelessness as meeting one of the following conditions: Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance; is living in the home of another because of economic hardship; has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days of the date of application for assistance; Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals; lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons, or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau; is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

The characteristics most commonly linked with housing instability and an increased risk of homelessness include high cost burden, lack of jobs and high unemployment rate, personal circumstances, and a tight rental market (due, in part, to the foreclosure rate forcing former owner households into rental housing, and shrinking public subsidies).

NA-15 Disproportionately Greater Need: Housing Problems

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

Disproportionately greater need exists when the percentage of persons in a category of need who are members of a particular racial or ethnic group in a category of need is at least 10% greater than the percentage of persons in the category as a whole.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,555	280	280
White	690	80	140
Black / African American	1,215	15	75
Asian	305	25	25
American Indian, Alaska Native	4	0	0
Pacific Islander	0	0	0
Hispanic	2,240	155	30

Table 12 - Disproportionally Greater Need 0 - 30% AMI
Data Source: 2005-2009 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,765	635	0
White	795	210	0
Black / African American	1,040	85	0
Asian	215	50	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Hispanic	2,670	285	0

Table 13 - Disproportionally Greater Need 30 - 50% AMI
Data Source: 2005-2009 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	7,465	1,775	0
White	1,380	480	0
Black / African American	1,500	130	0
Asian	255	110	0
American Indian, Alaska Native	30	0	0
Pacific Islander	30	0	0
Hispanic	4,165	1,015	0

Table 14 - Disproportionally Greater Need 50 - 80% AMI
Data Source: 2005-2009 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,645	1,980	0
White	770	530	0
Black / African American	710	405	0

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Asian	210	170	0
American Indian, Alaska Native	10	0	0
Pacific Islander	0	0	0
Hispanic	1,870	820	0

Table 15 - Disproportionally Greater Need 80 - 100% AMI
Data Source: 2005-2009 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

Discussion

Hispanic households have a disproportionately greater need as it relates to standard and severe housing problems in all four income categories. This disparity is also found when discussing "severe housing problems" as Black/African American and Hispanic Households are also overrepresented in this category.

In regards to housing cost burden for income brackets at either: 1) below 30%, 2) 30% - 50%, or 3) higher than 50% burden, Black/African American, and Hispanics had a disproportionately greater need for affordable housing as compared to Asian, American Indian/Alaska Natives, or Pacific Islanders. In the 50% - 80% ami bracket Whites showed some disproportionate need.

Poverty and Disproportionate Need

The amount of income available to a household appears to have a correlation to cost burden and housing problems. The 2010 American Community Survey 1 – Year Estimates revealed that as a group, Black/African Americans had the lowest median income ($31,929) with a 27.1% of the group living below the poverty line. According to the same data source, the average median household income of Hispanics was $44,939 with 18.5% of the group living below the poverty line. Peculiarly, although Asians had the highest poverty rate (35.8%) of all races/ethnicities citywide, the group does not have a disproportionately greater need in any area.

NA-20 Disproportionately Greater Need: Severe Housing Problems

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

This section analyses housing problems by income level, tenure, and households with special needs and uses data from the Comprehensive Housing Affordability Strategy (CHAS) developed by the Census Bureau for HUD. CHAS data is based on the 2005-2009 American Community Survey (ACS) Census and analyzes households with one or more housing problems as defined below:

Housing Problems: 1) lacking complete kitchen facilities; 2) lacking complete plumbing facilities; 3) more than one person per room, and 4) Cost burden greater than 30%.

Severe Housing Problems: 1) lacking complete kitchen facilities; 2) lacking complete plumbing facilities; 3) more than 1.5 persons per room, and 4) Cost burden greater than 50%.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,405	430	280
White	655	120	140
Black / African American	1,175	50	75
Asian	300	30	25
American Indian, Alaska Native	4	0	0
Pacific Islander	0	0	0
Hispanic	2,175	225	30

Table 16 – Severe Housing Problems 0 - 30% AMI
Data Source: 2005-2009 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,745	1,665	0
White	555	445	0
Black / African American	870	255	0
Asian	150	120	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	2,140	815	0

Table 17 – Severe Housing Problems 30 - 50% AMI
Data Source: 2005-2009 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,415	4,825	0
White	500	1,365	0
Black / African American	805	825	0
Asian	195	165	0
American Indian, Alaska Native	15	15	0
Pacific Islander	15	15	0
Hispanic	2,815	2,360	0

Table 18 – Severe Housing Problems 50 - 80% AMI
Data Source: 2005-2009 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,495	4,125	0
White	270	1,030	0
Black / African American	425	690	0
Asian	130	245	0
American Indian, Alaska Native	0	10	0
Pacific Islander	0	0	0
Hispanic	670	2,020	0

Table 19 – Severe Housing Problems 80 - 100% AMI
Data Source: 2005-2009 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

Discussion

CHAS data reveals that in the City of Moreno Valley, of all households (under 100% of the area median income), nearly 25% of all renter households and nearly 31% of owner households have at least one of the four identified housing problems listed above. Of renter households the income category most impacted by housing problems are those at the 0% - 30% a.m.i income, while within owner households, those at the >50 – 80% a.m.i. level are most effected by housing problems. This suggest a need for additional outreach and resources to 0-30% a.m.i renters and >50 -80% a.m.i. owners.

NA-25 Disproportionately Greater Need: Housing Cost Burdens

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

HUD defines a cost burden as "the extent to which gross housing costs, including utility costs, exceed 30 percent of gross income, based on data available from the U.S. Census Bureau" and a severe cost burden as "the extent to which gross housing costs, including utility costs, exceed 50 percent of gross income, based on data available from the U.S. Census Bureau". HUD has found a correlation between cost burden and risks for homelessness. The higher the cost burden, the higher the risk.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	21,920	14,030	12,375	375
White	8,725	3,590	2,060	165
Black / African American	3,000	3,115	3,070	95
Asian	1,535	695	775	25
American Indian, Alaska Native	60	25	20	0
Pacific Islander	115	65	0	0
Hispanic	8,000	6,235	6,270	65

Table 20 – Greater Need: Housing Cost Burdens AMI

Data Source: 2005-2009 CHAS

Discussion

Although obviously related, housing cost burden is a distinctly different measure than the affordability indexes that are based on the typical housing cost and the median income. The Housing Affordability Index and related affordability indexes measure affordability based on the ratio of median income to median housing cost. The indexes reflect the affordability of the average unit for the average household consumer. Even though the average unit might be affordable to the average household, this does not mean that individual households might not face significant problems with housing affordability. The housing cost burden measure provides the actual "affordability outcome" of the housing choices made by individual households.

In the Moreno Valley population as a whole, nearly 30% of renters and nearly 34% of owner households experience a 30% cost burden. When taking into account family composition, 14.5% of renters and nearly 15% of owners in "small related" households were 30% cost burden (higher than any other family composition type in the 30% burden category). In the population as a whole. Nearly 30% of renter households and nearly 34% of owner households were experiencing a 50% cost burden. Again, the family composition type impacted most in this category are those classified as "small related", regardless of renter and owner status.

NA-30 Disproportionately Greater Need: Discussion

Income categories in which a racial or ethnic group has disproportionately greater need.

Hispanic households have a disproportionately greater need as it relates to standard and severe housing problems in all four income categories. This disparity is also found when discussing "severe housing problems" as Black/African American and Hispanic Households are also overrepresented in this category.

Disproportionately greater need exists when the percentage of persons in a category of need who are members of a particular racial or ethnic group in a category of need is at least 10% greater than the percentage of persons in the category as a whole.

In regards to housing cost burden for income brackets at either: 1) below 30%, 2) 30% - 50%, or 3) higher than 50% burden, Black/African American, and Hispanics had a disproportionately greater need for affordable housing as compared to Asian, American Indian/Alaska Natives, or Pacific Islanders. In the 50% - 80% ami bracket Whites showed some disproportionate need.

Poverty and Disproportionate Need

The amount of income available to a household appears to have a correlation to cost burden and housing problems. The 2010 American Community Survey 1 – Year Estimates revealed that as a group, Black/African Americans had the lowest median income ($31,929) with a 27.1% of the group living below the poverty line. According to the same data source, the average median household income of Hispanics was $44,939 with 18.5% of the group living below the poverty line. Peculiarly, although Asians had the highest poverty rate (35.8%) of all races/ethnicities citywide, the group does not have a disproportionately greater need in any area.

Needs not previously identified

N/A

NA-35 Public Housing

Introduction

The Housing Authority of the County of Riverside (HACR) owns and operates 469 public housing units within Riverside County. The physical condition of the public housing units varies however the HACR has plans to modernize selected units within the stock of public housing units. Examples of such modernization projects include the replacement of evaporative coolers with centralized air conditioning, kitchen cabinet upgrades, and door replacements.

There are currently 63,436 persons on the waiting list for public housing, and 44,216 persons on the waiting list for Section 8 tenant-based assistance. Based on the large numbers of families waiting for assistance, the HACR goal is to:

• Apply for additional rental vouchers by annually competing for the U.S. Department of Housing and Urban Development (HUD) affordable housing funding available to Public Housing Authorities.

• Reduce public housing vacancies.

• Leverage private or other public funds to create additional housing opportunities.

To this end, the HACR has successful collaborations with the City of Riverside as the project sponsor for the Housing Opportunities for Persons with AIDS (HOPWA) Program and a new Tenant Based Rental Assistance Program for the Homeless.

Section 8 and Public Housing Programs

The Housing Authority of the County of Riverside administers and manages several programs to address the housing needs of residents county-wide. The annual estimated operating budget of $84 million is allocated to fund Housing Authority projects and programs. The Public Housing Program provides decent, safe, and sanitary housing to low and moderate-income families, seniors, and persons with disabilities. These multi-family developments were constructed or purchased with funding provided by HUD. The property units are operated and maintained by the Housing Authority with funding subsidies from HUD. The Rental Assistance Programs are tenant based utilizing Section 8 (Voucher) Rental Assistance Payments. The Section 8 (Voucher) program assists lower income households with rental assistance to provide an opportunity to live in affordable, decent, safe, and sanitary housing.

Totals in Use

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	79	456	8,748	36	8,364	135	178	19
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 21 - Public Housing by Program Type

Data Source: PIC (PIH Information Center)

Characteristics of Residents

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Average Annual Income	0	12,664	13,261	13,870	10,805	13,850	13,465	14,983	13,154
Average length of stay	0	6	4	6	2	6	0	5	7
Average Household size	0	1	3	2	1	2	1	3	1
# Homeless at admission	0	2	331	205	1	197	2	5	0
# of Elderly Program Participants (>62)	0	67	38	3,249	9	3,211	15	10	1
# of Disabled Families	0	12	70	2,587	26	2,422	82	33	18
# of Families requesting accessibility features	0	79	456	8,748	36	8,364	135	178	19
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 22 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	66	318	5,469	26	5,195	79	144	15
Black/African American	0	10	126	2,967	8	2,867	55	29	3
Asian	0	1	9	209	2	203	0	2	1
American Indian/Alaska Native	0	0	2	80	0	76	1	3	0
Pacific Islander	0	2	1	23	0	23	0	0	0
Other	0	0	0	0	0	0	0	0	0
***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**									

Table 23 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	29	250	2,318	7	2,220	13	74	1
Not Hispanic	0	50	206	6,430	29	6,144	122	104	18
***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**									

Table 24 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

MV00196977

Section 504 Needs Assessment

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

There are currently 63,436 persons on the waiting list for public housing, and 44,216 persons on the waiting list for Section 8 tenant-based assistance.

The widespread poverty found among residents of assisted housing and/or voucher holders suggests a need for both traditional safety net programs to help residents/clients avoid hunger and meet basic health care needs as well as innovative initiatives to help them build assets, increase earnings, and make progress toward economic security. Income increases allow families to move up and out of assisted housing; spaces then become available to assist other needy families. Boosting residents'/clients' earnings can also be an effective way to widen the mix of incomes in public housing developments and increase the proportion of residents who are employed, which in turn may enhance community stability and expand the number of working role models for youth and other residents.

NA-40 Homeless Needs Assessment

Introduction

The City of Moreno Valley is a very active member of the Riverside Continuum of Care (CoC). The Riverside County Department of Public Social Services (DPSS) serves as the lead agency for the CoC. DPSS conducts a homeless census and survey biannually as part of the Continuum of Care planning process. The City of Moreno Valley has completed in all homeless census conducted by the County. The census consists of a one day "point-in-time count" (PIT) of homeless persons countywide during the last week of January. To gather more comprehensive data, DPSS also administers a survey during the 90 days following the census which provides information on household income, disability status, and serves to identify significant subpopulations. The results of the census and survey are published in a detailed report and made available to the public.

The most recent census/survey was conducted in 2011 and a detailed report, ***The 2011 Riverside County Homeless Survey***, can be obtained on the Continuum of Care's website at www.riversidehomeless.org.

DPSS also strives to address the needs of "at-risk" individuals and families who are imminent risk of homelessness due to income level and housing costs. The Continuum of Care defines "at-risk" households as households whose incomes fall at or below 50% of the area median income as defined by HUD and spend 30% or more of their income on basic housing costs such as rent/mortgage and utilities. This operational definition is found in the ***Riverside County 10 Year Strategy to End Homelessness*** which was also published in 2011 and serves as the strategic plan for the Continuum of Care.

The 2011 PIT homeless count found a total of 6,203 homeless (sheltered and unsheltered) individuals throughout the County. In 2011 there were a total of 237 homeless individuals counted in the City of Moreno Valley. This number is significantly higher than the 2009 count which showed 28 homeless individuals. The 2009 and 2011 counts were conducted utilizing a significantly different count methodology however, and the 2011 Count is not widely accepted as valid. In January 2013 the City participated in another PIT and preliminary data shows that just over 40 homeless individuals were counted.

The Department of Public Social Services has established chronically homeless persons as the highest need priority. The Riverside County *10 Year Strategy to End Homelessness* has called for the development of 500 units of permanent supportive housing dedicated to chronically homeless persons over the next five years. To facilitate this goal, all new projects seeking Continuum of Care funding must be permanent supportive housing projects.

Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	518	31	549	1,165	0	0
Persons in Households with Only Children	0	0	0	0	0	0
Persons in Households with Only Adults	612	2,731	3,343	3,343	0	0
Chronically Homeless Individuals	70	2,445	2,515	2,515	0	0
Chronically Homeless Families	3	2	5	5	0	0
Veterans	76	90	166	166	0	0
Unaccompanied Child	16	109	125	125	0	0
Persons with HIV	28	152	180	180	0	0

Table 25 - Homeless Needs Assessment
Data Source Comments:

Population includes Rural Homeless: none

Jurisdiction's Rural Homeless Population

Nature and Extent of Homelessness by Racial and Ethnic Group

The two largest racial/ethnic groups among 2011 survey respondents were White/Caucasian (45%) and Hispanic/Latino (27%).

19% of survey respondents identified as Black/African American, which was the third largest racial/ethnic group.

Compared to the County of Riverside's general population, there were greater percentages of Whites/Caucasians and Blacks/African Americans in the 2011 homeless survey population, and a lower percentage of Hispanics/Latinos.

Nature and Extent of Unsheltered and Sheltered Homelessness, including Rural Homelessness

The homeless count had two components: a point-in-time enumeration of unsheltered homeless individuals and families (those sleeping outdoors, on the streets, in parks, vehicles, etc.) and a point-in-time enumeration of homeless individuals and families who have temporary shelter (those staying in emergency shelters and transitional housing, and those using motel vouchers).

- Of the homeless persons counted, the majority (82%) were unsheltered (5,090 individuals). This included individuals counted on the streets, as well as the number of people estimated to be living in cars, vans, RVs, abandoned buildings, and encampments
- 18% of the homeless persons enumerated were sheltered (1,113). This included individuals who were residing in emergency shelters and transitional housing facilities.
- Of the sheltered population, 50% were living in emergency shelters and 50% were living in transitional housing facilities.
- Single individuals (2,603) made up 42% of the point-in-time homeless population, while persons in families (549) made up 9% and persons of unknown family status (3,051) made up 49%.
- Persons in families made up less than 1% of the unsheltered homeless population (31), and 47% of the sheltered population (518).
- A total of 169 family units were identified during the homeless count (10 families unsheltered, 53 families sheltered in emergency shelters, and 106 families sheltered in transitional housing facilities).

NA-45 Non-Homeless Special Needs Assessment

Introduction

Special needs populations include persons with disabilities, persons with HIV/AIDS, individuals fleeing from domestic violence, individuals with who suffer from alcohol and drug addiction, and female-headed households (single female households). These groups have special needs for services and housing. In addition, many often have lower incomes as a result of their condition.

Characteristics of Special Needs Populations

Disabled

About 15,500 residents have one or more disabilities, according to data from the 2010 Census and 2010 American Community Survey. The elderly experience the highest disability prevalence rate – that is, about 44% of all persons 65 years of age and older have one or more disability.

Elderly Households

Elderly persons make up a relatively small percentage (8.5%) of the City's population. The 2006 American Community Survey indicates that the Moreno Valley population of persons 60 years of age and over is 15,265. The number of elderly residents within Moreno Valley is increasing, and is expected to continue doing so as the community matures.

Persons with substance abuse problems

The Riverside County Department of Mental Health indicated that there were 17,623 individuals in its substance abuse outpatient programs in fiscal year 2007 to 2008. Of that number, 922 youth under age 18 participated in these substance abuse programs.

Persons diagnosed with HIV/AIDS and related diseases

Housing Opportunities for People with AIDS (HOPWA) funds, currently allocated to the two counties of San Bernardino and Riverside, are being used to provide housing assistance to person with HIV/AIDS, home care, clinic-based primary care, shelter, case management, and housing placement.

Domestic Violence

In September 2010, 92 percent of identified local domestic violence programs in California participated in the 2010 National Census of Domestic Violence Services. Since domestic violence often goes unreported, accurate analysis of housing needs is difficult to estimate.

Single Female Head of Household

In Moreno Valley about 4,300 female householders live alone or with nonrelatives, which represent about 30% (4,310/14,300) of all female householders. Single female heads of household access to decent housing also is made more difficult by poverty. Female heads of households both with and without children under 18 experience the highest poverty income rates. About 2,000 female householders with children live in poverty, or about 36% of all such household types

Housing and Supportive Service Needs and Determination

Housing and supportive services needs for special needs populations have been determined by analyzing available data sources.

Disabled

The major housing and service needs identified for households with disabled members are generally related to affordability and access. The needs identified include development of affordable handicapped accessible rental units and rehabilitation of housing units to make them handicapped accessible.

Elderly

The most significant factors related to the needs of the elderly include an environment that offers a combination of housing, retail and medical facilities in proximity.

Persons with substance abuse problems

While several local organizations do assist persons in this category with housing, the need for additional facilities for rehabilitation and housing are needed to serve area residents with alcohol or other addictions.

Persons diagnosed with HIV/AIDS and related diseases

For persons living with HIV/AIDS, access to safe, affordable housing is nearly as important to their general health and well-being as access to quality health care. For many persons with HIV/AIDS, the persistent shortage of stable housing can be the primary barrier to consistent medical care and treatment. Persons with HIV/AIDS also require a broad range of services, including counseling, medical care, in-home care, transportation, food, in addition to stable housing. Today, persons with HIV/AIDS live longer and require longer provision of services and housing.

Domestic Violence

A primary need for victims of domestic violence is emergency shelter in a safe and confidential location. Affordable housing options are important to provide victims with options for housing once they leave the shelter, to avoid having them return to an unsafe home.

Single Female Head of Household

Without access to affordable housing, many of these households may be at risk of becoming homeless. Affordable housing with childcare centers or in close proximity to schools, public transportation, and recreation facilities can address critical needs of lower-income single-parent families

Public Size and Characteristics of Population with HIV / AIDS

From 1997 to 2007, 2,394 AIDS cases were reported in Riverside County. Ninety-one percent of all newly reported cases are male. Eastern Riverside County continues to have the highest rates of both HIV and AIDS case reporting in the County. HIV incidence rates for eastern Riverside County were 3 times greater than rates for other regions in the County.

Discussion

HOUSING FOR SPECIAL NEEDS POPULATIONS

Housing to Serve People With Disabilities

Ability First (formerly Crippled Children) provides persons with disabilities living environments adapted to meet their needs. The Moreno Valley Apartments are one such example. Ability First has provided a suitable living environment by reserving 25 units solely for use by disabled persons and their families.

Housing to Serve Persons with HIV/AIDS

The Inland AIDS Project has a six-bed residential care facility for the chronically Ill. The home is located in the city of Hesperia, approximately 50 miles from Moreno Valley. This California State Licensed facility is staffed by a team of Licensed nurses, home health attendants and social workers who provide an array of services for persons living with AIDS including but not limited to meal preparation, hospice/end stage care, case management, counseling & transportation. Admission to this facility is arranged through the client's case manager. In addition, the Inland AIDS Project has two licensed residential substance abuse treatment facilities located in the cities of Ontario and Riverside; and low rent housing units located in San Bernardino, Ontario, and Riverside.

HOPWA funds currently allocated to San Bernardino and Riverside counties are being used to provide housing assistance to person with HIV/AIDS, home care, clinic-based primary care, shelter, case management, and housing placement. The City of Riverside administers the HOPWA program for both counties.

Housing to Serve the Elderly

Senior Cooperative Services: Affordable housing with supportive services are needed to allow senior citizens options for independent living situations. The City assisted Cooperative Services Inc. (a non-profit organization) with development of a 70-unit housing project for low-income senior citizens.

Assisted Living Center: The City facilitated issuance of Housing Revenue Bonds for the construction of an Assisted Living Center by assist California Drug Consultants.

Telacu Senior Housing: Provides affordable independent living housing opportunities for senior citizens. The project was constructed in previous years using RDA funding.

NA-50 Non-Housing Community Development Needs

HUD Community Planning and Development funds (CDBG, HOME, and ESG) can be used for a variety of supportive services and community development activities. These include: economic development; public and infrastructure improvements; community facilities; and community services.

Moreno Valley has a wide range of community development issues, particularly in older neighborhoods where the housing stock, public improvements and community facilities are deteriorating, and businesses are declining.

Many of the programs and strategies for Community and Economic Development are centered in the CDBG Target Areas. Infrastructure improvements are needed in the Target Areas which include some of the oldest areas in the City. To improve public safety and facilitate pedestrian traffic, the City plans to continue the development of public facilities within the CDBG Target Areas utilizing a combination of CDBG and city General Funds.

Public Facilities Need Determination

Public facility needs were determined utilizing the City's Capital Improvement Plan which identifies needed public facilities and improvements throughout the city.

Public Improvements

The Americans with Disabilities Act (ADA) of 1990 is federal civil rights legislation that makes it illegal to discriminate against persons with disabilities. Title II of the ADA requires elimination of discrimination in all public services and the elimination of architectural barriers in all publicly owned improvements and facilities. It is important that public improvements are ADA compliant to facilitate participation among disabled residents in the community planning and decision making processes.

Public improvements are needed in the Target Areas which include some of the oldest areas in the City. To improve public safety and facilitate pedestrian traffic, the City plans to complete several street and sidewalk improvements with a combination of CDBG and other available funding.

Public Services

CDBG funds are a primary funding source for community services for low-income persons and persons with special needs. Up to 15% of CDBG funds may be allocated to public service activities. Included in the Community and Economic Development Strategy are public services that assist low income residents (in addition to those identified in the other strategies such as homelessness, special needs, fair housing, etc.). Public services such as education, food distribution and youth services all provide much needed services in the community.

The City will continue to provide grant funding to various public service providers to assist low income individuals and households, special needs population, and the homeless population with

access to critical services. These programs provide City residents opportunities to utilize programs at little or no cost, thereby reducing financial burden. See also Special Needs section.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

Moreno Valley's existing housing stock (January 2012) is comprised of about 55,784 housing units. The basic distribution of housing types is essentially unchanged from 12 years ago – the clear majority (80+ %) of the housing stock consists of single family detached homes. Multi-family housing (5+units) increased from 8.5% to 12.2% of the housing stock. While not large in percentage terms, mobile homes continue to be an important resource as they account for almost 1,400 housing units.

In 2000, the City had a somewhat higher ownership rate than Riverside County. In 2010, however, the reverse was the case, which may be caused by the number of foreclosed homes that became renter-occupied by the time of the decennial Census.

During the last decade the City's home ownership rate decreased by 6.4%. The increase in the vacancy rate and decrease in the ownership rate may indicate that there are unoccupied and rented single family homes that could become owner occupied over time.

Moreno Valley's median household income in 2010 was $48,907 compared to $47,387 in 2000, an increase of 3.2%. Between 2000 and 2010, the number of households with annual incomes of less than $50,000 increased by about 5,500. The percentage of households with incomes of less than $50,000 was about the same in 2000 (52.9%) and 2010 (50.8%). These data reveal the lack of substantial income gains between 2000 and 2010, which could be the result of underemployment – that is, households adjusting from full- to part-work or working in jobs with wages lower than their previous jobs.

The percentage of households with incomes between $50,000 and $99,999 decreased from 37.2% to 33.9%. On the other hand, households with incomes of $100,000 or more increased from 9.9% to 15.3%

Housing prices in Moreno Valley, though affordable for the region, are out of reach for the earnings of the average worker in Moreno Valley. An additional market force that keeps housing from being affordable is the supply of housing that households can afford to rent or purchase.

The supply of affordable housing is a crucial component of affordability. Even if housing is not earmarked as affordable, a large supply of housing will drive housing prices down and result in affordable housing as vacancies increase and prices decline. However, once vacancies decrease, prices increase again and only housing developments with affordability covenants remain affordable despite the changes in housing supply.

MA-10 Number of Housing Units

All residential properties by number of units

INTRODUCTION

Moreno Valley's existing housing stock (January 2012) is comprised of 55,784 housing units. The basic distribution of housing types is essentially unchanged from 12 years ago – the clear majority (80+ %) of the housing stock consists of single family detached homes. Multi-family housing (5+units) increased from 8.5% to 12.2% of the housing stock. While not large in percentage terms, mobile homes continue to be an important resource as they account for almost 1,400 housing units.

Property Type	Number	%
1-unit detached structure	42,843	81%
1-unit, attached structure	976	2%
2-4 units	1,512	3%
5-19 units	3,816	7%
20 or more units	2,197	4%
Mobile Home, boat, RV, van, etc.	1,641	3%
Total	***52,985***	***100%***

Table 28 – Residential Properties by Unit Number

Data Source: 2005-2009 ACS Data

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	108	0%	707	5%
1 bedroom	288	1%	2,000	14%
2 bedrooms	2,796	8%	4,465	31%
3 or more bedrooms	30,875	91%	7,463	51%
Total	***34,067***	***100%***	***14,635***	***101%***

Table 29 – Unit Size by Tenure

Data Source: 2005-2009 ACS Data

Describe the Number and Targeting of Units assisted with federal state and local programs

Since 1988 the City of Moreno Valley has created 1381 affordable housing units of which 1117 have affordability covenants recorded on them to ensure they remain affordable to low and moderate income households. In addition, the City has three proposed affordable housing projects consisting of 383 units, of which 379 will have affordability covenants. The table below

provides a break down the number of units available (or projected) by household income category. Unit sizes available include studios and 1-4 bedrooms. These units were created utilizing either (or a combination) of prior Redevelopment Agency funds and HUD HOME Investment Partnership Program funds.

City of Moreno Valley

Rental Units with Affordability Covenants

Income Category	# of Completed Units	# of Projected Units
<30% ami	73	8
30% - 50% ami	533	44
50% - 60% ami	339.5	26
60% - 80%	7.5	0
80% - 120% ami	80.5	0
Totals	**1033.5**	**78**

Units Expected to be lost from Inventory

The majority of all affordable housing units within the City of Moreno Valley have 50 year affordability covenants placed on their operations. Therefore, within the period of this Consolidated Plan, no units are expected to be lost.

Does the availability of housing units meet the needs of the population?

The Regional Housing Needs Assessment (RHNA) is supposed to project future population and household growth for the planning period from 2008-2014. For the City of Moreno Valley, the RHNA forecasts a total housing need 7,474 units that must be accommodated through available sites with appropriate zoning, for the planning period from 2008-2014. The RHNA classifies the total housing need into income categories (see the table below). The City of Moreno Valley's 2008-2014 Housing Element states:

"In order to meet the projected housing need for all income categories, 1,246 units would need to be added to the housing stock on an annual basis. A look at Moreno Valley building activity between 2004 and 2007 (see table 8-10) indicates that building activity in the city has significantly declined. In 2004, a total of 3,655 units were permitted, in 2005 the number of units permitted declined by 43% to 2,061. Subsequently, in 2006 permit activity for multi-family units increased and 2,111 units were permitted for an increase 2% from 2005. However, in 2007 total units permitted totaled 755, a decrease of 79% from the city's high in 2004 and 64% decrease from 2006. In the current climate of diminished housing activity, it is unlikely that 1,200 units will be produced annually to meet the RHNA. However, despite the significant reduction in permit activity, the City is funding the construction of several projects that will provide dedicated

affordable housing to low and very low income households. Table 8-19 provides a listing of currently pending affordable projects and affordable projects that were built or approved between January of 2006 and July 2008. In addition, the market has been providing multi-family housing on small underutilized sites in the Target Area, with the construction and/or approval of 189 units.

Moreno Valley Regional Housing Needs Allocation 2008-2014		
Income Category	**Units**	**Percent**
Very Low-Income	1,806	24.2%
Low-Income	1,239	16.6%
Moderate-Income	1,362	18.2%
Above Moderate-Income	3,068	41.0%
Total Construction Need	**7,474**	**100%**

Need for Specific Types of Housing

Special Needs housing designated for persons with HIV/AIDS is needed since individuals with HIV/AIDS are more likely to become homeless due to health care costs, deteriorated health, frequent medical treatments, hospitalization, and potential discrimination. Persons with HIV/AIDS require a broad range of services, including counseling, medical care, in-home care, transportation, and food. The preservation of the current housing and bed inventory and the ability to expand the inventory over the next several years remains critical. Affordable housing for low-income and extremely low-income households is needed because market rents in the jurisdictions covered by the Consolidated Plan often translate into housing costs burden for low-income families. Special Needs handicapped accessible housing assistance continues to be needed, especially for the frail elderly and physically disabled population. With the abolishment of California Redevelopment and the subsequent loss of revenue for new housing projects, continued access to HUD CDBG and HOME funding will be important. Likewise, affordable housing for families with children or unaccompanied children remains a need throughout the community.

DISCUSSION

The continual challenge for the City of Moreno Valley will be to preserve and increase the supply of affordable housing for all the groups identified above during a period of highly constrained resources. As mentioned above, the City anticipates being able to produce 383 multifamily affordable units during the period of this Consolidated Plan

MA-15 Cost of Housing

INTRODUCTION

The recent recession and economic downturn has had a marked impact on Moreno Valley's housing. The region has been burdened with an unusually high number of forced sales and foreclosures and this has affected both the ownership and rental markets. The over supply of homes on the market in recent years has driven down the median home value to a level not seen in the area in over a decade. However, market housing inventory and property values have begun to stabilize and in FY 2011/12 there was a small gain (since the year 2000) of 3.9% as reported by MDA Data Quick in 2012. With many foreclosed homes on the market at low values, cash investors are again purchasing large numbers of units as rentals. Between 2007 and 2012 there were a total of 13,034 foreclosures in the City. The percentage of homeowners in the City decreased from 71.1% in 2000 to 64.4% in 2012 and the number of renters increased from 28.9% in 2000 to 35.6% in 2012. The rental market has generally been stable over the last several years due to owners who have lost their homes seeking rental units and high local unemployment. Competition for ownership units has spiked due to cash investors directly competing with homebuyers entering the market to purchase affordable units with currently very affordable mortgage interest rates.

The "Local Housing Element Assistance: Existing Housing Needs Data Report" for Moreno Valley, created by Southern California Association of Governments (based on 2005-2009) ACS data states that 62.8% (18,334 households) of renters and 53.8% (9204 households) of owners were paying over 30% of their income towards rent/mortgage and were therefore "cost burdened". In addition, ACS data indicates that approximately 77.5% of all market rate units in the city are unaffordable to Moreno Valley residents earning less than 100% of the area median income. The data indicates that a large percentage of households in Moreno Valley may need some form of affordable housing assistance or assistance with creating more income opportunities.

Cost of Housing

	2000 Census (Base Year)	2005-2009 ACS (Most Recent Year)	% Change
Median Home Value	117,800	329,800	180%
Median Contract Rent	641	1,102	72%

Table 30 – Cost of Housing

Data Source: 2005-2009 ACS Data

2000 Census (Base Year)

2005-2009 ACS (Most Recent Year)

Rent Paid	Number	%
Less than $500	1,043	7.1%
$500-999	5,110	34.9%
$1,000-1,499	5,998	41.0%
$1,500-1,999	2,178	14.9%
$2,000 or more	306	2.1%
Total	***14,635***	***100.0%***

Table 31 - Rent Paid

Data Source: 2005-2009 ACS Data

Housing Affordability

% Units affordable to Households earning	Renter	Owner
30% HAMFI	400	No Data
50% HAMFI	950	800
80% HAMFI	4,750	2,085
100% HAMFI	No Data	3,085
Total	***6,100***	***5,970***

Table 32 – Housing Affordability
Data Source: 2005-2009 CHAS

Monthly Rent

Monthly Rent ($)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	763	879	1,116	1,577	1,924
High HOME Rent	739	793	954	1,094	1,200
Low HOME Rent	583	625	751	867	967

Table 33 – Monthly Rent
Data Source: HUD FMR and HOME Rents

Availability of Sufficient Housing

See Section MA-10 “Number of Housing Units”

Expected Change of Housing Affordability

The housing market is showing signs of normalizing and as housing continues to recover in the coming years it is likely costs will begin to rise. Likewise, until unemployment levels decline incomes will not increase significantly. It is likely that affordability will stay the same or get worse over the next several years until such time that employment and income increase to a level that changes the current market direction.

Rent Comparison

Between 2000 and 2009 median contract rent in the City increased by 72% to $1,102 per month. However between 2000 and 2010 the median household income only increased by 3.2%. The fair market rent (FMR) for a two bedroom unit is $1,116, in comparison to a High HOME Rent of $954 and a Low HOME Rent of $751. It is critical to the provision of affordable rents in the area that the City continue to receive HOME and CDBG funding. Historically, the City has not utilized CDBG funding for affordable housing creation, however, moving forward the City may need to consider utilizing this funding source to increase the availability of affordable housing.

MA-20 Condition of Housing

Introduction

The housing stock in Moreno Valley is relatively new, with 84% of the housing built after 1980. According to the City's 2008-2014 Housing Element, between 1998 and 2007, 29 single family homes were rehabilitated via the citywide Home Improvement Loan Program (HILP). Fifty-five multi-family units were rehabilitated under the Rental Rehabilitation Program. All of the single family units rehabilitated were built between 1939 and 1970, while the multi-family units were built between 1960 and 1969.

According to the 2005-2009 ACS Five Year Estimates, the City of Moreno Valley's overall vacancy rate was 8.1%. The vacancy rate for owners was 3.3% and for renters 5.9%. As a standard, a vacancy rate lower than 6% indicates that demand for housing is healthy, while a vacancy rate in excess of 10% is an indicator of oversupply in the housing market. Rental vacancy rates are currently low but they could increase with more home purchases in an improving low interest rate buyer market, however down-payment requirements will keep a cap on this activity.

According to the 2000 census there were 23,297 disabled persons in Moreno Valley. A person is considered to have a disability if he or she has difficulty performing certain functions (seeing, hearing, talking, walking, climbing stairs, and lifting and carrying), or has difficulty with certain social roles (children doing school work, adults working at a job and around the house). A person unable to carry out one or more activities, or who uses an assistance device to get around, or needs assistance from another person to perform basic activities is considered to have a severe disability.

Based on data maintained by Community Care Licensing of Riverside County, there is a variety of housing options for disabled persons in Moreno Valley and surrounding communities. As of March 2013 there were 64 licensed adult residential facilities, (often referred to as board and care homes), in Moreno Valley. Adult residential care facilities provide care and supervision to adults, ages 18-59 who have a mental illness. As of the same date there were 11 group homes in the city. Group homes provide housing for special populations in need of a supervised living arrangement. Individuals residing in group homes may be mentally or physically disabled, teenage mothers, victims of domestic violence or sexual abuse, or persons recovering from substance abuse.

There were 3 adult day care facilities in Moreno Valley. Adult day care facilities provide services on a daily or regular basis, but not overnight, to four or more elderly or handicapped persons with functional impairments. There were 38 residential care facilities exclusively for the elderly. These facilities provide group housing arrangements for residents over 60 years of age, who are provided non-medical care and supervision specific to their individual needs. The number of small family homes decreased to zero in March 2013 (from 5 in 2008). Small family homes provide care to minor children under the age of 18.

Affordable and stable housing with the appropriate supportive services is a primary need among disabled persons. As a result of a partnership between Ability First, formerly the Crippled

Children's Society of Los Angeles and the Redevelopment Agency of the City of Moreno Valley, there are twenty-five affordable apartments for disabled adults in the City of Moreno Valley.

The project allows disabled adults to live independently in apartments designed with their needs in mind and in a setting that provides social, physical and social opportunities that might not be available to them in another setting.

Definitions

Standard Condition – Meets HUD Housing Quality Standards (HQS).

Substandard Condition – The unit is in poor condition and it is both structurally and financially feasible to rehabilitate.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	17,221	51%	8,139	56%
With two selected Conditions	1,579	5%	1,823	12%
With three selected Conditions	24	0%	28	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	15,243	45%	4,645	32%
Total	***34,067***	***101%***	***14,635***	***100%***

Table 34 - Condition of Units

Data Source: 2005-2009 ACS Data

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	5,979	18%	3,259	22%
1980-1999	22,383	66%	6,880	47%
1950-1979	5,318	16%	4,061	28%
Before 1950	387	1%	435	3%
Total	***34,067***	***101%***	***14,635***	***100%***

Table 35 – Year Unit Built

Data Source: 2005-2009 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	5,705	17%	4,496	31%
Housing Units build before 1980 with children present	3,200	9%	1,340	

Table 36 – Risk of Lead-Based Paint

Data Source:	2005-2009 ACS (Total Units) 2005-2009 CHAS (Units with Children present)

Need for Owner and Rental Rehabilitation

Describe the need for owner and rental rehabilitation based on the condition of the jurisdiction's housing

Since the majority of the housing stock in Moreno Valley was built after 1980, and given that the units assisted by the City of Moreno Valley rehabilitation programs, were built prior to 1970, it is reasonable to assume that a disproportionate number of units needing rehabilitation would be units built between 1940 and 1969. Units built between 1940 and 1969 comprised 9.5% of the housing stock in 2000. By comparison, based on the number of units rehabilitated by the citywide rehabilitation programs, a total of 84, which represents .002% of the total housing stock in 2000, staff estimates that as many as ten times that number, or 840 units require rehabilitation citywide, or 2% of the city's housing stock in 2006. Since 91% of the city's housing stock was built since 1970 (see the assumption that no more than 2% of the housing stock would be in need of rehabilitation is a fair estimate. Units rehabilitated under the city programs were those of owners that were willing to rehabilitate their homes and had equity in their homes on which to borrow. Unfortunately, not all owners of units needing rehabilitation are willing to embark on a rehabilitation process or have the equity needed to borrow funds for the rehabilitation.

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

NATIONAL HOUSING STUDIES

In 1989 and 1990, HUD performed a nationwide study of lead levels in housing. The HUD results revealed a high prevalence of lead-based paint in housing. Seventy-four percent of houses built before 1980 contained lead-based paint somewhere in the building.

ESTIMATED NUMBER OF HOUSING UNITS WITH LEAD-BASED PAINT HAZARDS

The majority of housing units that contain lead-based paint hazards are located in older areas of the City. These areas are readily identifiable based upon the City's growth patterns. However, there may be additional units which may need to be identified by a survey, due to the rural development which took place prior to 1979. Despite the fact that the majority of housing units in the City were recently constructed, the City recognizes that a majority of the affordable housing units were constructed prior to 1978 and should therefore be evaluated for lead-based paint hazards. By using HUD's estimate that 74% of pre-1980 houses contain lead-based paint, this would mean that out of the total of 9,862 housing units constructed in the City prior to 1979, the estimated number of housing units that contain lead-based paint hazards could potentially be as high as 7,300. In the CDBG Target Areas, which encompass the older portions of the City's housing stock, the average percentage of low and moderate income families is 70%. It

can be estimated that 70% of the housing units (5,100) with potential lead-based paint hazards are occupied by low and moderate income families.

CALIFORNIA HOUSING STUDIES

Childhood Lead Poisoning in California: Extent, Causes, and Prevention (DHS, 1992) is the report of targeted studies that was mandated by the Legislature in 1986. It assessed environmental lead contamination in the homes of children in three urban locations. Paint, soil and dust lead levels, as well as children's blood lead levels, were measured, and a questionnaire was administered. Applying survey results to the state as a whole, an estimated three million homes in California (27 percent) may have exterior paint lead levels at or above the USEPA/HUD action level of 5000 ppm and 1.3 million homes (12 percent) may have interior paint lead levels at or above 5000 ppm. Age of housing was found to be the best predictor of lead in soil and dust; homes built before 1920 were ten times more likely to have soil lead levels above 5000 ppm. This study confirmed the need for additional examination of lead hazards to children. More information regarding the State's efforts to address lead-based paint hazards for children can be found at the following website: http://www.dhs.cahwnet.gov/ps/deodc/childlead/schools/bkgnd.htm

Due to funding cuts, the City discontinued its four consumer loan and grant programs that were impacted by the requirements of lead based paint disclosure. The City is in hopes that within the 5 year term of this consolidated plan, it will be able to re-implement the City's Mobile Home Grant, the Homebuyers Assistance Program (HAP), Home Improvement Loan Program, and the Homeowners Assistance for Minor Rehabilitation. Participants in these programs are given a lead-based paint disclosure booklet and sign acknowledgment that is included in the loan application. If the home was constructed prior to 1978, the City contracts with Home Safe for a lead-based paint inspection of the property. If the property is found to contain lead-based paint, mitigation measures are incorporated as a part of the revitalization work. Since the HAP loan is down payment assistance, the lead-based paint mitigations are the responsibility of the Seller prior to title transfer. Both Buyer and Seller receive the disclosure materials as a part of the loan application process.

MA-25 Public and Assisted Housing

Introduction

The Housing Authority of the County of Riverside administers and manages several programs to address the housing needs of residents countywide. The Public Housing Program provides decent, safe, and sanitary housing to low and moderate-income families, seniors, and persons with disabilities. These multi-family developments were constructed or purchased with funding provided by HUD. The property units are operated and maintained by the Housing Authority with funding subsidies from HUD. Countywide the Housing Authority owns 469, of which 66 are located in the City of Moreno Valley. In FY 2007 the City of Moreno Valley purchased (on behalf of the City's CHDO) two duplexes previously owned by the Housing Authority. The units are located on Adrienne Avenue and Allies Street in the City of Moreno Valley. The physical condition of these units is that they are generally well maintained.

Each year, the HACR receives an annual grant from HUD's Capital Fund Program which provides funds for development, financing, modernization, and management improvements. The funds may not be used for luxury improvements, direct social services, cost funded by other HUD programs, and ineligible activities as determined by HUD on a case-by-case basis. With this grant, the HACR strategically plans for the modernization and rehabilitation needs of its 469 units. Although funding is only provided annually, the HACR plans for a 5 year period on the modernization and rehabilitation needs of its public housing developments. As a result of this funding source, all of the Housing Authorities remain in good condition and comply with all the required HUD Housing Quality Standards (HQS).

According to the Section 504 needs assessment, all units have been made accessible according to regulations and additional accommodations are made when necessary. The PHA's strategy for improving the management and operation of such public housing and for improving the living environment of low-and moderate-income families residing in public housing is that they are making efficient use of their limited subsidy, providing more energy efficient units, minimum vacancies and the enforcement of lease provisions.

There are about 1,500 Moreno Valley residents who receive Housing Choice Vouchers (Section 8). All Voucher recipients are below 50% of the area median income and approximately 80% are below 30% of area median income. As of March 2013 the waiting list for Section 8 was closed and not taking new applications. Unfortunately, the assistance provided under its two primary affordable housing programs is limited. A review of the County Agency Five Year Plan (2009) showed an extensive Section 8 (Housing Choice Voucher) County-wide waiting list of 50,751 families and 66,663 families on the Public Housing waiting list.

Totals Number of Units

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available	0	77	469	8,681	48	8,633	819	1,759	342
# of accessible units			2						
# of FSS participants*									
# of FSS completions*									
***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**									

Table 38 – Total Number of Units by Program Type

*Family Self Sufficiency Program

Data Source: PIC (PIH Information Center)

Supply of Public Housing Development

The total number of public housing units in the City of Moreno Valley is 66. The following table describes the general location of the public housing units and the number of units in each complex. In FY 2007 the City of Moreno Valley purchased (on behalf of the City's CHDO) two duplexes previously owned by the Housing Authority. The units are located on Adrienne Avenue and Allies Street in the City of Moreno Valley. The physical condition of these units is that they are generally well maintained. All units were in good condition and complied with HUD Housing Quality Standards and 504 accessibility requirements.

Location	Number of Units
Dracaea Street	28 units
Gloria Street	34 units
Sherman Avenue	4 units

Altogether there are about 1,500 Moreno Valley families obtaining rental assistance through Section 8 Housing Choice Vouchers. According to the Housing Authority of Riverside County:

Thus, Section 8 assisted households/housing units are not situated in permanent locations Families receiving Section 8 assistance may move to another apartment unit (where the landlord accepts Section 8) located in Moreno Valley or move to another City. Usually, the initial lease term must be for at least one year.

The table below shows the number of Section 8 Vouchers by zip code location, information that was transmitted to the City by the Housing Authority.

City of Moreno Valley
Distribution of Section 8 Housing Choice Vouchers by Zip Code

Zip Code	Number of Section 8 Vouchers	Percent
92551	235	15.6%
92553	703	46.8%
92555	105	7.0%
92557	459	30.6%
Total	1,502	100.0%

Note: Total excludes one voucher in zip code 92552
Source: Housing Authority of the County of Riverside, January 12, 2013
Table construction by Castañeda & Associates

Restoration and Revitalization Needs

All Housing Authority properties remain in good condition and comply with all the required HUD Housing Quality Standards (HQS). According to the Section 504 needs assessment, all units have been made accessible according to regulations and additional accommodations are made when necessary.

Strategy of Improving the Living Environment of low- and moderate Income Families

The PHA's strategy for improving the management and operation of such public housing and for improving the living environment of low- and moderate-income families residing in public housing is that they are making efficient use of their limited subsidy, providing more energy efficient units, minimum vacancies and the enforcement of lease provisions.

MA-30 HOMELESS FACILITIES

INTRODUCTION

One of the City's highest priorities for the use of CDBG funds is to address the emergency shelter and transitional housing needs of homeless persons. The City will continue to fund applications for homeless shelters that serve the Moreno Valley homeless population. The City will assist homeless persons make the transition to permanent housing and independent living through continued support of affordable housing developments that will provide long term affordability covenants.

There are several programs administered by Riverside County that aid in the prevention of homelessness. For example, the Emergency Food and Shelter Program meets the needs of the hungry and homeless by providing funds to provide the following housing assistance, as determined by the Local Board in funded jurisdictions: lodging in a mass shelter or hotel; one month's rent or mortgage payment; one month's utility bill; and minimal repairs to allow a sheltering facility to function during the program year.

Several service providers provide shelter and services to Moreno Valley homeless. Although there are no homeless shelters located within the City limits, the City continues to provide CDBG assistance to three homeless housing programs located on March Air Reserve Base (MARB). In the past, the City has provided CDBG funding to the following organizations to assist the homeless:

- Community Assistance Program (Food Distribution)
- Lutheran Social Services (Transitional Living Program) – located on MARB
- Riverside County (Cold Weather Shelter)
- God's Helping Hand (Food Distribution)
- PW Enhancement Center (Emergency Motel Vouchers)
- Operation Safehouse (Emergency Youth Shelter)
- Alternatives to Domestic Violence (Emergency Shelter)
- God's Helping Hand (Food Distribution)
- Path of Life Shelter (Emergency and Transitional Housing) – located on MARB
- US Vets (Transitional Housing for Homeless Veterans) – located on MARB

Facilities Targeted to Homeless Persons

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	237	72	487	27	0
Households with Only Adults	377	0	374	218	0
Chronically Homeless Households	0	0	24	283	0
Veterans	0	0	50	0	0
Unaccompanied Child(ren)	17	0	0	0	0

Table 40 - Facilities Targeted to Homeless Persons

Describe mainstream services, such as health, mental health, and employment services to the extent those services are use to complement services targeted to homeless persons

The Emergency Shelter Grant (ESG) program is designed to be the first step in a continuum of assistance to prevent homelessness and to enable homeless individuals and families to move toward independent living. Homeless Prevention became an eligible ESG activity category in FY 1989 – adding a new population and a new dimension to the program. ESG grantees may allocate up to 30% of their total ESG award to homeless prevention. The City of Moreno Valley does not receive ESG funds, however often refers residents to ESG providers in the County.

To help prevent the incidence of homelessness in a community, ESG funds can be used to support a variety of activities, including:

- Short-term subsidies to defray rent and utility debts for families that have received eviction or utility termination notices
- Security deposits or first month's rent to permit individuals or families at- risk of homelessness to obtain permanent housing
- Mediation programs for landlord-tenant disputes
- Legal services programs for the representation of indigent tenants in eviction proceedings
- Payments to prevent foreclosure on a home; and
- Other innovative programs and activities designed to prevent the incidence of homelessness.

The primary agency that coordinates the linkages of mainstream resources between other groups to implement the County's "Ending Homelessness in Ten Years" Plan is the Riverside County Department of Public Social Services (DPSS), the "umbrella" anti-poverty agency for the region. The goal is self-sufficiency accomplished by moving poor families out of poverty. DPSS interacts with people on many levels, thereby impacting their daily lives through child care, education, employment, training, health and human services, homelessness and housing.

Other available mainstream resources include:

1. CalWORKs: Funds are available to families on public assistance to provide rent and utility payments, which are funded through TANF. CalWORKs also offers the Welfare-to-Work Program that provides job training and supportive services.

2. Child Protective Services (CPS): Funds are available to provide emergency rent and utility assistance for families with children who have an open case.

3. Fair Housing Council of Riverside County: Provides fair housing services, including discrimination counseling, mediation, and dispute resolution to residents.

4. IHEAP: Funds are available on a limited basis for individuals who are in danger of losing utility service.

5. Riverside County Economic Development Agency & Workforce Development Center: Partners with community agencies and local jurisdictions to provide job training and placement services.

6. Moreno Valley Employment Resource Center: Partners with Riverside County EDA to provide job training, placement services, and job search assistance.

7. CalFresh Program (formerly called Food Stamps): Electronic Benefit Transfer cards issued to people on public assistance to fund food and other essential items.

8. Riverside County Department of Public Social Services and Mental Health and Public Health: provide assistance to individuals and families needing senior services, physical health, behavioral health, dentistry services, and public health. Homeless services are housed under the umbrella of DPSS.

9. Community Connect – 211 Referral Line: A telephone social service information directory on how to get food, income, jobs and training, housing, healthcare, legal advice, and other important help from local, state and federal programs and community services across Riverside County.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

The City was an active participant in the development of the Homeless Assistance Plan (HAP) at March Air Reserve Base (ARB). March ARB was closed, in part, during a base realignment. Portions of the base will be used to benefit the homeless in Riverside County. The City of Moreno Valley participates in the March Joint Powers Authority (JPA) to determine what projects will be implemented. The Joint Powers Commission approved the following homeless programs: the Volunteer Center of Riverside to provide counseling services and to coordinate homeless services at the base; the First Apostolic Faith Church of Moreno Valley to provide education, job training, and child care; Path of Life Shelter to provide emergency and transitional shelter, counseling services and training for families; Lutheran Social Services to provide transitional housing for families; and Harvest Food Bank for food distribution services. The city fully supports these programs because they will benefit the homeless in Moreno Valley.

The county has worked toward dealing with the chronic homeless population for a number of years through the Mental Health Homeless Intervention Team (HIT) program. The HIT Teams actively seek out homeless in the streets environment and other places were the homeless congregate. The teams work in areas of high homeless concentration. Support workers are trained to recognize the symptoms of mental illness and substance abuse. They also possess the interpersonal skills necessary to solicit and provide information in a friendly, respectful, non-threatening manner. They are familiar with all community resources that serve the homeless population, both public and private. At a minimum, all homeless persons contacted on the streets are provided with information and referral to program relevant to their particular needs.

Once the chronic homeless persons have been identified, and if mentally ill and willing to participate, they are enrolled into a series of programs by the Department of Mental Health. Those suffering from substance abuse are referred to the existing programs, such as those provided by ABC Recovery, Phoenix House, Whiteside Manor, Cedar House and County Mental Health. Some of the mentally ill are referred to programs offered by Whiteside Manor and mental health clinics. All of these programs provide treatment and transitional housing. A

number of these homeless service providers have applications up for renewal in the county's Continuum of Care application.

The City also supports, through the use of CDBG funds, various homeless programs that provide general services in addition to shelter. Food distribution, counseling, and domestic violence services are some of the outreach activities which provide much needed support services to homeless persons.

Persons Fleeing Domestic Violence

Often, victims of domestic violence, and their children, who leave an abusive situation need emergency shelter. If adequate resources are not available to the family, then transitional shelter would be necessary. Alternative to Domestic Violence (ADV) provides shelter for domestic violence victims in addition to having a toll-free crisis line and counseling services.

Unaccompanied Youth

A portion of this sub-population is youth who have been emancipated from foster care. Many of these youth become homeless due to limited education and training, lack of financial resources, and a limited support system. Reaching out and serving these homeless youth is undertaken in a number of ways including street canvassing, hotlines and referrals. There is one agency that provides services for runaway and emancipated youth, Operation Safehouse. The City has granted CDBG funding to Operation Safehouse for nearly ten (10) years.

MA-35 SPECIAL NEEDS FACILITIES AND SERVICES

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

Housing to Serve People With Disabilities

Ability First (formerly Crippled Children) provides persons with disabilities living environments adapted to meet their needs. The Moreno Valley Apartments are one such example. Ability First has provided a suitable living environment by reserving 25 units solely for use by disabled persons and their families.

Housing to Serve Persons with HIV/AIDS

The Inland AIDS Project has a six-bed residential care facility for the chronically Ill. The home is located in the city of Hesperia, approximately 50 miles from Moreno Valley. This California State Licensed facility is staffed by a team of Licensed nurses, home health attendants and social workers who provide an array of services for persons living with AIDS including but not limited to meal preparation, hospice/end stage care, case management, counseling & transportation. Admission to this facility is arranged through the client's case manager. In addition, the Inland AIDS Project has two licensed residential substance abuse treatment facilities located in the cities of Ontario and Riverside; and low rent housing units located in San Bernardino, Ontario, and Riverside.

HOPWA funds currently allocated to San Bernardino and Riverside counties are being used to provide housing assistance to person with HIV/AIDS, home care, clinic-based primary care, shelter, case management, and housing placement. The City of Riverside administers the HOPWA program for both counties.

Housing to Serve the Elderly

Senior Cooperative Services: Affordable housing with supportive services are needed to allow senior citizens options for independent living situations. The City assisted Cooperative Services Inc. (a non-profit organization) with development of a 70-unit housing project for low-income senior citizens.

Assisted Living Center: The City facilitated issuance of Housing Revenue Bonds for the construction of an Assisted Living Center by assist California Drug Consultants.

Telacu Senior Housing: Provides affordable independent living housing opportunities for senior citizens. The project was constructed in previous years using RDA funding.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing.

As part of the City's involvement with the Continuum of Care, a Discharge Planning Policy, was established to ensure that all appropriate local and State government entities that discharge persons from publicly-funded institutions or systems of care participate in the Discharge Policy Committee. The Policy strengthens discharge planning with major institutions to limit the number of chronically homeless persons discharged into homelessness and connects the homeless and those persons threatened with homelessness with supported housing and community-based resources upon discharge. The overall objective of the Discharge Coordination Policy and Practices is to reduce the number of persons being released and discharged into homeless shelters, unsuitable accommodations, or homelessness.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

N/A

MA-40 BARRIERS TO AFFORDABLE HOUSING

Negative Effects of Public Policies on Affordable Housing and Residential Investment

The table below provides a summary of the public sector impediments and Fair Housing Action Plan as included in the City's updated Analysis of Impediments (AI) to Fair Housing Choice and Fair Housing Action Plan 2013 -2018. The AI document was completed per a consultant contract with Casteneda and Associates.

Summary of Public Sector Impediments
Action Plan Recommendations and Action Plan Schedule

Impediments	Action Plan Recommendations	Action Plan Schedule
Housing for Disabled Persons – Disability Definition		
HUD encourages cities to provide a definition of "disability" in its planning and zoning codes.	In order to affirmatively further fair housing, the City will establish a specific disability definition that is identical to the one in the Federal Fair Housing Act. The definition will be included in the Reasonable Accommodation Procedure.	The disability definition will be added to the Planning and Zoning Code in Program year 2013-2014.
Housing for Disabled Persons – Supportive Services		
HUD encourages cities to make provisions for housing with supportive services in the planning and zoning codes. The City's zoning regulations do not explicitly prohibit or permit transitional and supportive housing in residential zones.	The Planning and Zoning Code will be revised to define transitional and supportive housing and to indicate the residential zones in which such housing is permitted.	The Planning and Zoning Code will be amended in Program Year 2013-2014.
Housing for Disabled Persons – Reasonable Accommodation Procedure		
HUD, the Federal Department of Justice and the California Attorney General's Office all encourage cities to adopt a reasonable accommodation procedure. This procedure provides a means for disabled persons to requests exceptions from the development standards of a planning and zoning code and the standards of a building code.	The City will adopt a reasonable accommodation procedure.	The reasonable accommodation procedure will be adopted in Program Year 2013-2014.

Special Needs Populations		
HUD encourages cities to address special needs populations through provisions in their planning and zoning codes and policies contained in their planning documents.	The City will address special needs populations through the policies of the Consolidated Plan and Housing Element. In the Housing Element Update (to be adopted by October 2013), the City must address the needs of the developmentally disabled population. The City also will consider amending the Planning and Zoning Code to include a definition and development standards for special needs housing.	The special needs populations will be addressed annually as part of the Consolidated Plan's Annual Action Plans. A definition and development standards for special needs housing will be considered in Program year 2014-2015.
Senior Housing		
Under federal law housing discrimination against families with children is permitted only in housing in which all the residents are 62 years of age or older or where at least 80% of the occupied units have one person who is 55 years of age or older. Generally, California law states that a housing provider using the lower age limitation of 55 years must have at least 35 units to use the familial status discrimination exemption. Also, California law, with narrow exceptions, requires all residents to be "senior citizens" or "qualified permanent residents", pursuant to Civil Code §51.3. The Planning and Zoning Code needs to be amended to contain a more precise definition of "senior housing."	The City will amend the Planning and Zoning Code by adding a senior housing definition. Many cities define senior housing as follows: Senior citizen housing shall mean a housing development consistent with the California Fair Employment and Housing Act (Government Code Section 12900 et. seq., including 12955.9 in particular), which has been "designed to meet the physical and social needs of senior citizens," and which otherwise qualifies as "housing for older persons" as that phrase is used in the Federal Fair Housing Amendments Act (42 U.S.C. 3607(b)) and implementing regulations and as that phrase is used in California Civil Code Section 51.2 and 51.3.	A senior housing definition and other senior housing topics will be considered in Program Year 2014-2015.

MA-45 Non-Housing Community Development Assets

Economic Development Market Analysis

INTRODUCTION

According to the 2000 and 2010 census data, between 2000 and 2012, Moreno Valley's labor force grew by about 29,300 workers. The employer work force increased by about 19,400 workers. On the other hand, the number of unemployed workers increased by 10,140 which resulted in a 12.8% unemployment rate (not seasonally adjusted) as of December 2012. According to the 2005-2009 ACS there are 74,949 employed residents occupying approximately 25,958 jobs located in Moreno Valley. Of the employed residents, 21% were employed in the educational services, health care and social assistance industry while about 14% of employed residents had jobs in the retail trade industry. Major employers are government/education related, medical and hospital facilities, and the Moreno Valley Mall. Of employed residents: 25% work within the City and 75% have a job located outside the City limits; less than 2% of the workers use public transportation as a means to work; about 98% of all workers drive to work alone.

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	358	62	0	0	0
Arts, Entertainment, Accommodations	5,224	2,905	7	11	4
Construction	7,815	744	10	3	-8
Education and Health Care Services	15,651	5,943	21	23	2
Finance, Insurance, and Real Estate	3,614	1,688	5	7	2
Information	1,244	74	2	0	-1
Manufacturing	8,238	1,156	11	4	-7
Other Services	3,462	1,347	5	5	1
Professional, Scientific, Management Services	6,063	860	8	3	-5
Public Administration	4,277	790	6	3	-3
Retail Trade	10,745	8,206	14	32	17
Transportation and Warehousing	5,294	549	7	2	-5
Wholesale Trade	2,964	1,634	4	6	2
Total	74,949	25,958	--	--	--

Table 42 - Business Activity

Data Source: 2005-2009 ACS (Workers), 2010 ESRI Business Analyst Package (Jobs)

Labor Force

Total Population in the Civilian Labor Force	82,632
Civilian Employed Population 16 years and over	74,949
Unemployment Rate	9.30
Unemployment Rate for Ages 16-24	24.90
Unemployment Rate for Ages 25-65	4.95

Table 43 - Labor Force

Data Source: 2005-2009 ACS Data

Occupations by Sector

Management, business, and financial	19,264
Farming, fisheries and forestry occupations	125
Service	12,362
Sales and office	20,525
Construction, extraction, maintenance and repair	9,855
Production, transportation and material moving	12,818

Table 44 – Occupations by Sector

Data Source: 2005-2009 ACS Data

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	31,908	45%
30-59 Minutes	24,738	35%
60 or More Minutes	14,506	20%
Total	71,152	100%

Table 45 - Travel Time

Data Source: 2005-2009 ACS Data

Education

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	12,685	1,224	7,996
High school graduate (includes equivalency)	16,673	1,201	6,880
Some college or Associate's degree	21,669	1,485	5,706

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Bachelor's degree or higher	10,838	490	1,756

Table 46 - Educational Attainment by Employment Status

Data Source: 2005-2009 ACS Data

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	662	1,751	3,003	5,329	2,398
9th to 12th grade, no diploma	4,541	4,294	4,372	3,156	1,175
High school graduate, GED, or alternative	6,919	8,597	7,086	9,091	3,049
Some college, no degree	6,337	6,637	5,897	9,131	2,079
Associate's degree	1,052	2,204	2,214	2,973	662
Bachelor's degree	865	2,421	2,383	4,407	979
Graduate or professional degree	83	812	847	2,253	392

Table 47 - Educational Attainment by Age

Data Source: 2005-2009 ACS Data

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	24,049
High school graduate (includes equivalency)	29,638
Some college or Associate's degree	37,035
Bachelor's degree	47,024
Graduate or professional degree	67,534

Table 48 – Median Earnings in the Past 12 Months

Data Source: 2005-2009 ACS Data

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

According to the 2005 -2009 ACS there are 74,949 employed residents occupying approximately 25,958 jobs located in Moreno Valley. Of employed residents, 21% were employed in the educational services, health care and social assistance industry while about 14% of employed residents had jobs in the retail trade industry. Major employers are government/education related, medical and hospital facilities, and the Moreno Valley Mall. Of employed residents, 25% work within the City and 75% have a job located outside the City limits. Less than 2% of the workers use public transportation as a means to work. About 78% of all workers drive to work alone. The table below provides information of the City's largest employers.

City of Moreno Valley

Major Employers (400+) 2011

Business	Type of Business	No. of Employees	Location
March Air Reserve Base	Military Reserve Base	9,000	March Air Force Base
Moreno Valley Unified School District	Public Schools	3,490	25634 Alessandro Boulevard
Riverside County Regional Medical Center	County Hospital	2,416	26520 Cactus Avenue
Moreno Valley Mall	Retail Mall	1,760	22500 Town Circle
Ross Dress for Less	Retail Distribution	1,500	17800 Perris Blvd.
City of Moreno Valley Including Police & Fire Depts.	Municipal Government	762	22850 Calle San Juan De Los Lagos
Walgreens Co.	Distribution	694	17500 Perris Blvd.
Val Verde Unified School District	Public Schools	667	Public Schools
Moreno Valley College	Higher Education	555	16130 Lasselle St.
Sketchers USA	Retail Distribution	550	29800 Eucalyptus St.
Phillips Consumer Electronics	Electronics Distribution	484	25300 Globe St.
Kaiser Permanente Community Hospital/Office	Hospital/Medical Services	452	12815 Heacock St.

Source: City of Moreno Valley, *Major Employers*, November 2011

Table construction by Castañeda & Associates

Describe the workforce and infrastructure needs of the business community:

In the spring of 2011, the City Council established their Economic Development prioritized goals, and a corresponding action plan. The prioritized goals were approved on June 14, 2011 and are directed in five key areas:

1. Job Development, including maximizing vacant land in support of this goal
2. Focus on Medical Corridor and Health Services/Educational Opportunities
3. Maximize Transportation and Infrastructure Opportunities
4. Economic and Tax Base Development
5. Enhance City Image

The City Council approved a two-year Economic Development Action Plan that established actions through June 2013 focusing on both job development and tax base growth. Action items included re-sequencing and advancing capital projects to create the infrastructure and environment to attract and facilitate commercial and retail development in the Central and Easterly parts of the City. The plan includes actions that focus on continuing to build commercial and retail growth and stability in existing centers. This plan is designed to leverage current economic development efforts and deliver projects within the next two to three year period and beyond as businesses develop along the improved corridor. The primary goals of the Council-approved Two-year Economic Development Action Plan action plan are:

1. Focus on business development and attraction in a range of commercial and retail locations
2. Enhance retail and restaurant development in the Towngate area
3. Advance development on projects in the Centerpointe Business Park
4. Facilitate development of projects in the South Moreno Valley Industrial Specific Plan
5. Re-evaluate land uses in eastern Moreno Valley
6. Re-sequence and fast-track three Capital Improvement Projects in the City Center area

The two markets that are seeking to expand currently include logistics/distribution centers and health care. The City is prepared to be in position to take advantage of opportunities in the healthcare industry through capital improvements in a healthcare corridor. While the Two-year Economic Development Action Plan was a critical tool to focus the City on a solid direction immediately, a Three Year Economic Develop Action Plan is being developed to address the period of July 2013 through June 2016.

Given the city's high unemployment rate, the highest priority workforce need is increased job creation and retention. Many of the programs and strategies for Community and Economic Development are centered in the CDBG Target Areas. Infrastructure improvements are needed in the Target Areas which include some of the oldest areas in the City. To improve public safety and facilitate pedestrian traffic, the City plans to complete several street and sidewalk improvements with a combination of CDBG funds and City general funds.

The strategic plan for economic development activities includes small business counseling services, infrastructure improvements, and property rehabilitation programs in the Edgemont Area. There is a continual need for infrastructure improvement along major commercial corridors, for job-skills training, for parks and youth facilities and services, for community

facilities and for accessibility improvements. The City will contract with non-profit agencies to provide technical assistance and training to local small business owners. In addition, the City will implement a business incubator program to assist small businesses.

The goal of these economic development activities is to create and/or retain low and moderate income jobs in the community.

The objectives of the community and economic development strategy are to:

1. Promote expanded economic opportunities in order to create or retain low and moderate income jobs
2. Provide infrastructure improvements in CDBG Target Areas to create a suitable living environment by increasing access to quality public facilities
3. Support public service programs available to serve low and moderate income residents

The City will use a combination of CDBG funds, City General Funds, and other available grant resources to pursue programs that meet these objectives.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

The most significant changes to the City in regards to economic impact is the state dissolution of redevelopment in February 2012. Redevelopment was a critical tool for the financing and development of housing, infrastructure and commercial/industrial facilities in Moreno Valley since the Agency was activated in 1986. In addition to the loss of redevelopment, the economic downturn also impacted City general fund revenues which had adverse impacts of the City's ability to perform needed public infrastructure improvements. The future availability of CDBG and HOME funds from HUD will be essential to ensure low and moderate income individuals receive critical programs and services.

As a result of the 2011 RDA Dissolution Act, ABx1 26 and, in particular, Section 34171(j) thereof, the City became the Successor Agency to Moreno Valley's RDA upon dissolution of the RDA. The 2011 Dissolution Act also provides, at Section 34176, for the disposition of housing assets of a former redevelopment agency. The City Council of the City of Moreno Valley designated the Moreno Valley Housing Authority as the recipient of the former Redevelopment Agency by its Resolution No. 2012-25 as adopted by the City Council on March 8, 2011 and the Oversight Board confirmed and approved the disposition of the housing assets of the former Redevelopment Agency to the Housing Authority.

The City formed the Housing Authority to carry out responsibilities as delineated under the Housing Authority Law. The Housing Authority provides the community with the appropriate legal tools to conduct housing activities, such as ongoing monitoring of covenanted units for compliance as to income limits and affordability, the maintenance of properties, the ability to enter into agreements with developers for the maintenance, construction and operation of housing developments, to enter into contracts, and to provide such other services and provide for such other activities as are authorized under the Housing Authority Law.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

There has been considerable erosion in the traditional labor market in the City and many of the former jobs in construction, manufacturing, government, and other sectors have dwindled and may not return soon. In addition, there is a disconnect between the existing skills of the labor pool and the skills required to compete for the remaining jobs or the new jobs that will emerge at some point. To compete successfully, workers will need to update their education and job skills in order to make themselves more skilled and flexible in order to successfully compete for the available jobs. Analysis of the data indicates that in every sector of the economy there are more workers than jobs.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan

The Riverside County Workforce Investment Board is one of 600 private-sector led Workforce Investment Boards (WIBs) in the Country. WIBs are transforming the nation's workforce system to be responsive to the demands of a global economy. Through strong strategic partnerships with private-sector businesses, local government, community-based organizations, institutions of higher education and K-12 education, WIBs remain in a prime position to serve as the pipeline for a skilled labor force necessary for economic recovery and long-term growth.

The Riverside County Workforce Investment Board provides oversight for the Workforce Investment Act program, acts as a catalyst to provide seamless services among various workforce programs, and provides community leadership around workforce issues. This task is accomplished through comprehensive one-stop career centers.

The City, in collaboration with the Riverside County Workforce Development Center, operates a One-Stop Career Center in the City of Moreno Valley. One stop centers are available throughout the County and serve as a hub of the county-wide service delivery vehicle for workforce/education/business services. Workforce funds allocated to Local Boards support the job training, placement, and business services delivered though the One-Stop Career Centers. These Centers, through partnerships with other local, state and federal agencies, education and economic development organizations provide access to job, skill development and business services vital to the social and economic well-being of Riverside County communities.

There are five ways that the Workforce Development Center carries out its role:

- **CONVENER** - Bringing together business, labor, education, and economic development to focus on community workforce issues
- **WORKFORCE ANALYST** - Developing, disseminating and understanding current labor market and economic information and trends
- **BROKER** - Bringing together systems to solve common problems, or broker new relationships with businesses and workers
- **COMMUNITY VOICE** - Advocating for the importance of workforce policy, providing perspective about the need for skilled workers

- **CAPACITY BUILDER** - Enhancing the region's ability to meet the workforce needs of local employers

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

The City of Moreno Valley is a participating jurisdiction in the County of Riverside's Comprehensive Economic Development Strategy. The strategy is intended to create new jobs, foster stable and diversified economies with high wages and increase capital investment, thereby improving the living conditions throughout each of these various regions of Riverside County. In addition, the CED tries to coordinate the efforts of organizations, local governments, and private industry involved with economic and workforce development.

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

In 2011, the City Council approved a two-year Economic Development Action Plan that established actions through June 2013 focusing on both job development and tax base growth. The Economic Development Action Plan is intended to align with the goals of the City's Consolidated Plan and the County of Riverside Comprehensive Economic Development Strategy. The action items in the Economic Development Action Plan include re-sequencing and advancing capital projects to improve the infrastructure and environment to attract and facilitate commercial and retail development in the Central and Easterly parts of the City to create sustainable jobs. The plan will also focus on continuing to build commercial and retail stability in existing centers in an effort to retain jobs. Working together, all three plans will leverage current economic development efforts and deliver programs and projects to promote economic growth along major corridors and other key areas in the City. A new Economic Development Action Plan is currently being developed to identify activities to be undertaken through 2016.

MA-50 Needs and Market Analysis Discussion

Are there any populations or households in areas or neighborhoods that are more affected by multiple housing problems?

Within Moreno Valley's geographic Priority Areas (Map: SP-10 Geographic Priorities) there are discrete areas where the highest density of very-low income households is found and these households experience multiple housing problems to a much greater degree than the population in general.

Are there areas in the Jurisdiction where these populations are concentrated?

In 2010, the City's population was 193,365 of which 81.1% belonged to a racial or minority group. At the census tract level, the minority population ranges from a low of 53.3% (424.01) to a high of 91.1% (424.12).

To be identified as an area of minority concentration, a census tract's minority population percentage should exceed the citywide percentage of 81.1%. The Consolidated Plan regulations do not establish a criterion that defines "concentration" but instead allow cities to establish their own standard. The one standard that the regulations do explicitly establish pertains to "disproportionate housing needs" which is defined as 10% above the average for a specific community housing need. Therefore, an area of minority population concentration can be defined as a census tract having 91.1% or more of its population belonging to a minority racial or ethnic group. The only census tract having a minority population of at least 91.1% is 424.12.

What are the characteristics of the market in these areas/neighborhoods?

The characteristics of the market are discussed in detail in Sections MA-05 through MA-25 and most of the same characteristics as described in those discussions apply to the market in these areas. The biggest differences would be that, as expected, there are a greater number of more substantial housing issues related to both housing costs and housing conditions, including multiple housing problems in both ownership and owner rental and multifamily rentals, in these areas.

Are there any community assets in these areas/neighborhoods?

Community assets generally include facilities such as schools, libraries, community centers, parks, and access to commercial establishments such as grocery stores, general merchandise stores, and pharmacy retailers, among others. In these specific areas, there are a number of local parks, elementary, middle and high schools, library, and senior center.

Are there other strategic opportunities in any of these areas?

The City's CDBG strategic priorities for all low to moderate income neighborhoods encourage: economic development through public facility and infrastructure investments in very low-and low-income areas; revitalizing existing commercial areas by investing in infrastructure and public amenities that will draw private investors into the area to develop and remove blighting influences and ultimately increase jobs; traditional programs that rehabilitate existing substandard housing for income-qualified owners or owners who rent to income-qualified tenants; affordable housing opportunities for renters and first-time homebuyers, including seniors and the disabled; rehabilitation of or new affordable housing units that include handicap accessibility for seniors or the disabled; rehabilitation of community center, neighborhood parks and amenities, including those in conjunction with affordable housing projects; and comprehensive homeless and homeless prevention programs in eligible neighborhoods.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The City of Moreno Valley plans to implement a Five-Year Strategic Plan by directing a variety of efforts and resources toward the creation and retention of affordable housing, housing related programs, homeless assistance, special needs and non-housing community development needs. Achievement of the strategy will be facilitated by coordination with private developers, non-profit organizations, lending institutions, City and Federal funding resources and other governmental jurisdictions. The City is committed to maximizing existing resources and opportunities to achieve a better quality of life for every resident. This includes the general priorities for allocating investment geographically within the jurisdiction and defining priority needs. The Strategic Plan will incorporate priorities in the following areas: Homeless, Special Needs, Housing/Fair Housing, Community and Economic Development. In establishing priorities, the City utilized the needs assessment, public input, resources available and the ability of the City to address the need. These priorities also incorporate the following HUD goals:

(1) Decent housing - Includes assisting homeless persons to obtain appropriate housing and assisting persons at risk of becoming homeless; retention of the affordable housing stock; and increasing the availability of permanent housing in standard condition and affordable cost to low-income and moderate-income families, particularly to members of disadvantaged minorities, without discrimination on the basis of race, color, religion, sex, national origin, familial status, or disability. Decent housing also includes increasing the supply of supportive housing, which combines structural features and services needed to enable persons with special needs, including persons with HIV/ AIDS and their families, to live with dignity and independence; and providing housing affordable to low-income persons accessible to job opportunities.
(2) A suitable living environment - Includes improving the safety and livability of neighborhoods; increasing access to quality public and private facilities and services; reducing the isolation of income groups within a community or geographical area through the spatial de-concentration of housing opportunities for persons of lower income and the revitalization of deteriorating or deteriorated neighborhoods; restoring and preserving properties of special historic, architectural, or aesthetic value; and conservation of energy resources.
(3) Expanded economic opportunities - Includes job creation and retention; establishment, stabilization and expansion of small businesses (including micro-businesses); the provision of public services concerned with employment; the provision of jobs involved in carrying out activities under programs covered by this plan to low-income persons living in areas affected by those programs and activities; availability of mortgage financing for low-income persons at reasonable rates using nondiscriminatory lending practices; access to capital and credit for development activities that promote the long-term economic and social viability of the community; and empowerment and self-sufficiency opportunities for low-income persons to reduce generational poverty in federally assisted and public housing.

SP-10 Geographic Priorities

General Allocation Priorities

Describe the basis for allocating investments geographically within the state.

For many years, Moreno Valley has opted to have CDBG Target Areas represented by census tracts within the City that contain at least 51% of residents who qualify as low and moderate income. There are sixteen (16) low and moderate census tracts or CDBG Target Areas located within four Moreno Valley Council Districts. These areas encompass neighborhoods mostly in the central and western portions of the City.

A list of CDBG Target Areas/census tracts is included below. The list provides for the low and moderate income Census Tract numbers first, followed by the percentage of low and moderate population who reside within that tract (Source: CPD Mapping, 2006-2009 CHAS).

1. 042515, 80.53%
2. 042504, 69.91%
3. 042505, 75.68%
4. 042515, 80.53%
5. 042505, 75.68%
6. 042508, 52.09%
7. 042519, 67.68%
8. 042514, 58.95%
9. 042516, 58.12%
10. 042509, 58.28%
11. 042405, 60.27%
12. 042512, 54.89%
13. 042520, 58.26%
14. 042509, 58.28%
15. 042504, 69.91%
16. 042516, 58.12%

When determining the geographic locations where Moreno Valley will allocate their investments, staff will consider if the project or program will physically be located within a designated CDBG Target Area, and whether the program will be directly benefitting the low-to-moderate income population in that area. The City will consider the current level of poverty for an area. Poverty levels will act as a measure of 'need', providing staff with insight on the state of the population within that area and allow staff to fund services accordingly. Staff will also take into account need based on public demand, recommendations of city departments (such as Code Enforcement, Capital Projects, or the Police Department), reports from CDBG subgrantees which track referrals and measure trends in service levels, recommendations of other local entities (the CoC, DPSS, HARC, EDA) and those of area non-profits.

Moreno Valley utilizes geographic distribution designations that further describe where the City will focus its programs. A program can be designated as serving either: (1) 'Citywide', or (2) 'in the CDBG Target Areas'. 'Citywide' is a designation used for programs that offer services to the entire community regardless of income status. Many Public Services provide services to the entire city, but because of the nature of its services exclusively serve low-to- moderate income persons (i.e., food banks). If a program is designated for the 'CDBG Target Area' it is confined exclusively to the CDBG Target Area. For example, Code Enforcement funded by CDBG can only occur within the boundaries of the Target Areas.

In general, CDBG Target Areas typically include older sections of the City where much of the building stock and infrastructure is deteriorated or fails to meet current standards. Many structures are in need of minor or major rehabilitation with some structures in need of extensive reconstruction. The areas lack adequate drainage systems, water lines, street lighting, and street improvements. The CDBG Target Area Map is included as an attachment or an appendix) to the Consolidated Plan.

SP-25 Priority Needs

Priority Needs

Priority Need Name	Priority Level	Population	Goals Addressing
Community & Economic Development	High	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Rural Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development	Community & Economic Development Strategy

Homeless	High	Extremely Low Large Families Families with Children Elderly Rural Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth	Homeless Strategy
Affordable/Fair Housing	High	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents	Housing Strategy
Special Needs	High	Extremely Low Low Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development	Special Needs Strategy

Table 2 – Priority Needs Summary

Narrative (Optional)

In establishing the Priority Needs the City considers the overall program objectives at the Federal and those at the local level. Moreno Valley seeks to meet Federal national objectives of providing benefit to the low and moderate income, removing area slum and blight, and meeting urgent or emergency community needs. The City also seeks to prioritize in a way that can assist goals set by the City Council including: Revenue Diversification & Preservation, Public Safety, Positive Environment Community Image, and Neighborhood Pride & Cleanliness. Every year, in accordance with HUD's requirements, Moreno Valley's re-evaluates and updates its program specific Objectives and Policies to ensure they adequately reflect the current needs of the community. The updated Objectives and Policies must then be adopted at the local level by the City Council for the upcoming CDBG and HOME program year. CDBG and HOME Objectives and Policies primarily focus on: (1) defining the City's funding priorities, (2) offering project selection criteria, and (3) providing guidance for staff when reviewing and recommending programs and projects for funding.

For Consolidated Planning purposes, the City has chosen to develop its priorities based on the following general priority categories which would primarily assist low-income families and individuals within the community: Homelessness, Special Needs, Affordable/Fair Housing, and Community and Economic Development. Each category has been assigned a relative priority level and goals. A "High" priority means that the jurisdiction and its community partners will be addressing this need by allocating funds during the five-year period of the Strategy. A "Low" priority means that only a limited amount or in some cases no funding is available or intended to be allocated to projects for addressing this need during the life of the strategy.

SP-30 Influence of Market Conditions

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	In determining whether to undertake TBRA programs, the City will take into consideration: documented local need, documented local demand, existing services offering that type of assistance currently provided by the City and/or it's sub grantees, existing services offering that type of assistance currently provided by other regional organizations (i.e., County and State programs), the possibility of expansion of financial education programs, evaluation of the area rents, costs of utilities, degree of need based on other pertinent community needs, available funding and how many persons the funding is able to assist.
TBRA for Non-Homeless Special Needs	In determining whether to undertake TBRA for non-homeless/ Special Needs programs, the City will take into consideration: documented local need, documented local demand, degree of need based on other pertinent community needs, existing services offering that type of assistance currently provided by the City and/or it's sub grantees, existing services offering that type of assistance currently provided by other regional organizations (i.e., County and State programs), area statistics for special needs populations, evaluation of changing trends.
New Unit Production	The City will evaluate individual projects/proposals with an emphasis on availability of adequate amount of funding to subsidize the new project and/or the availability of other (funding) resources in which to leverage projects with such as State MHP. The City will consider the land values, analysis of the overall construction costs and 'cost per door' as per industry standards. It will compare costs to past City projects, and research to ensure reasonable development fees are imposed.
Rehabilitation	At the City level, sufficient amount of city entitlement is avail to offer rehab program, there is sufficient staff capacity to adequately carry-out/manage rehab programs. At the market level, characteristics that would influence the use of housing funds toward a rehab activity include: home values, homeowner's ability and willingness to borrow money, construction costs, public need and demand, evaluation of housing types in need of rehab and specific circumstances and types of repairs needed for those housing units, availability of other funding sources in which to leverage projects.
Acquisition, including preservation	Prior to any acquisition, the city would consider the following market characteristics: a full evaluation of parcel size, zoning & allowable land uses, proximity to Target Areas, current land values, costs of maintenance (current and long term), projection of how quickly a project would be completed, availability of monies in which to purchase land.

Table 3 – Influence of Market Conditions

SP-35 Anticipated Resources

Introduction

The City of Moreno Valley utilizes a variety of Federal, State, and local funding sources to achieve identified community and housing strategies. Specific funding resources are based upon availability, opportunities, and constraints of each particular project or program. The City is committed to utilizing each funding source to its highest and best use, therefore, the City leveraged the resources identified in this section to facilitate various programs and projects. Specific resources available to address the needs identified in the Consolidated Plan are included under each program description. The following represents a list of resources the Neighborhood Preservation Division utilizes to address the Consolidated Plan goals.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,672,620	0	902,576	2,575,196	0	CDBG funding is intended to address the needs of low income person's areas within the City.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	422,077	0	480,000	902,077	0	HOME funds are intended to address affordable housing and related needs.
Neighborhood Stabilization Program 1 & 3	Public – Federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New		(being calculated)				NSP Funds are intended to address affordable housing issues and related needs.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
		construction for ownership						

Table 4 - Anticipated Resources

MV00197027

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied.

Moreno Valley will directly administer and oversee programs for CDBG, HOME, and NSP 1 and 3 as listed above. There are outside resources/programs offered by local and state entities. These additional resources include:

Emergency Solutions Grant (ESG) - Grant awarded by HUD to implement a broad range of activities that serve homeless persons. In FY 2012, Riverside County will be receiving approximately $696,668 in ESG funds from HUD. Program administered by the County for potential shelter renovation, shelter operation, Social Services, Homeless Prevention, and HMIS.

Housing Choice Vouchers - Rental assistance payments to owners of private market rate units on behalf of low income (50 percent MFI) tenants. Administered by the Housing Authority of the City of Riverside (HACR). Over 1,400 City households currently receive Section 8 housing vouchers.

Section 108 Loan - Provides loan guarantee to CDBG entitlement jurisdictions for pursuing large capital improvements or other projects. Jurisdiction must pledge future CDBG allocations for loan repayment. Loan amount can be up to five times jurisdiction's annual CDBG entitlement and may be used for: Acquisition, Rehabilitation, Homebuyer Assistance, Economic Development, Public Infrastructure

Mortgage Credit Certificate Program - Income tax credits available to first-time homebuyers to buy new or existing single family housing. Riverside County administers program on behalf of jurisdictions in the County.

Homebuyer Assistance Housing for Persons with AIDS (HOPWA) - Only federal housing program specifically designed to meet needs of people living with HIV/AIDS. The City of Riverside serves as local grantee. HOPWA is used for new shelter construction, rehabilitation, and acquisition.

Shelter Plus Care Program - Grants for rental assistance that are offered with support services to homeless with disabilities. Rental Assistance, Homeless Assistance, Support Services.

Supportive Housing Program (SHP) - Grants for development of supportive housing and support services to assist homeless persons in the transition from homelessness. Transitional Housing, Permanent Housing for Disabled, Supportive Housing, Support Services, Safe Havens.

State Programs

Low-income Housing Tax Credit (LIHTC) - Tax credits are available to persons and corporations that invest in low-income rental housing. Proceeds from the sale are typically used to create new housing.

Multi-Family Housing Program (MHP) - Deferred payment loans to local governments, non-profit developers and for-profit developers for new construction, rehabilitation and preservation of

permanent and transitional rental housing for lower income households. New Construction, Rehabilitation, Preservation

California Housing Finance Agency (CalHFA) Multi-Family Programs - Below market rate permanent financing for the acquisition/rehabilitation, preservation or new construction of rental housing that includes a portion of the units affordable to lower income households. New Construction, Rehabilitation, Acquisition of properties from 20 to 150 units, Preservation

California Housing Finance Agency (CalHFA) Home Mortgage Purchase Program - CalHFA sells tax-exempt bonds to make below market loans to first-time homebuyers. Program operates through participating lenders who originate loans for CalHFA.

Homebuyer Assistance CalHome Program - Grants to municipalities and nonprofit developers to assist first-time homebuyers in home purchase. Project loans for development of multi-unit homeownership
projects. Homebuyer Assistance New Construction (owner)

Matching Requirement

Entitlement cities receiving HOME funds are required to contribute a 25% match of non-HOME funds for every dollar of HOME funds spent. In general, as cities draw their HOME funds, they will incur a match liability, which must be satisfied by the end of each fiscal year. The HOME statute also provides a reduction of the matching contribution under three conditions: 1. fiscal distress, 2. severe fiscal distress, and 3. presidential disaster declarations. Moreno Valley has been identified by HUD as a fiscally distressed jurisdiction for several consecutive years and has been granted a 100-percent match reduction. The City anticipates that the 'fiscally distressed' classification to continue through the entire Consolidated Plan period.

In the past, Moreno Valley has actively leveraged its affordable housing projects, mostly with Redevelopment Set-aside funds. They city will continue its efforts to leverage projects with other available resources.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

APN	APPROX. ACREAGE	USE	SITE ADDRESS
291-191-027	0.88	Vacant Land	Alessandro and Day
291-191-028	0.33	Vacant Land	Alessandro and Day
291-191-029	0.37	Vacant Land	Alessandro and Day
291-191-026	0.14	Vacant Land	Alessandro and Day
291-191-025	0.23	Vacant Land	Alessandro and Day
291-191-007	0.29	Vacant Land	Alessandro and Day
291-191-008	1.57	Vacant Land	Alessandro and Day
291-191-009	1.55	Vacant Land	Alessandro and Day
291-191-010	1.00	Vacant Land	Alessandro and Day
291-191-011	1.00	Vacant Land	Alessandro and Day
291-191-012	0.24	Vacant Land	Alessandro and Day
291-191-013	0.82	Vacant Land	Alessandro and Day
481-270-058	1.30	Vacant Land	Eucalyptus
481-130-022	0.50	Vacant Land	24108 Fir Avenue
481-130-023	0.42	Vacant Land	24124 Fir Avenue

481-250-002	0.46	Vacant Land	24265 Meyers
481-250-003	0.91	Vacant Land	24265 Meyers
482-020-064	1.32	Vacant Land	24176 Atwood
482-161-021	4.01	Vacant Land	Cottonwood and Indian
482-161-022	1.18	Vacant Land	Cottonwood and Indian
482-161-024	2.30	Vacant Land	Cottonwood and Indian
482-161-023	1.13	Vacant Land	Cottonwood and Indian
485-032-013	0.20	Vacant Land	24181 John F. Kennedy
486-084-006	0.10	Vacant Land	Sheila Neighborhood
486-084-011	0.10	Vacant Land	Sheila Neighborhood

Discussion

In 2011, the California Legislature passed AB 1X26 to dissolve all redevelopment agencies (RDA(s)) in the state. After a period of litigation, RDAs were officially dissolved as of February 1, 2012. Prior to the dissolution on January 10, 2012, the City of Moreno Valley elected to serve as the successor agency to the RDA and approved a resolution providing that upon dissolution of the RDA all housing assets and functions of the RDA with regard to the Low and Moderate Income Housing Program would be transferred to the Moreno Valley Housing Authority (MVHA). On February 1, 2012, all housing assets of the former RDA were transferred by operation of law to the MVHA, along with all title and interest of the subject assets. The MVHA has the ability to engage in transactions which will promote the utilization of existing affordable housing resources and to pursue the development of potential additional affordable housing resources. One of the assets transferred to the MVHA is approximately 1.37 acres of land located at 24265 Myers Street. The MVHA has initiated discussions with a Habitat for Humanity for the construction of 10 single family dwelling units on this in-fill parcel. Once constructed the dwelling units will be sold at an affordable price to income qualified homebuyers. Land Banking of Vacant Property the City has developed a revitalization strategy around the Western-Central portion of Moreno Valley, commonly known as the Edgemont Area Revitalization Plan, to create

affordable housing opportunities and support ongoing revitalization efforts. The Edgemont Area is located within the NSP 3 target area and consists of multiple properties currently under a number of public and private ownerships. A majority of the area currently is either vacant or generally under-developed. The City plans to identify several vacant properties to acquire with NSP 3 funds through the land banking activity in an effort to assemble land for larger affordable housing projects.

SP-40 Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The institutional delivery system requires a diverse set of organizations in order to accomplish the Consolidated Plan goals. Coordination with other public and private agencies is necessary. The establishment of solid working relationships is key in being able to assist and enable service providers to better assist those in need. The City has worked to build cooperative relationships with surrounding jurisdictions and agencies, as well as nonprofit organizations. This has proven to be strength for Moreno Valley.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	
Legal Assistance	X	X	
Mortgage Assistance	X		
Rental Assistance	X		
Utilities Assistance	X		
Street Outreach Services			
Law Enforcement	X		
Mobile Clinics			
Other Street Outreach Services		X	
Supportive Services			
Alcohol & Drug Abuse		X	
Child Care	X	X	
Education	X	X	X
Employment and Employment Training	X	X	
Healthcare		X	X
HIV/AIDS			X
Life Skills	X	X	
Mental Health Counseling		X	X
Transportation	X	X	
Other			
			X

Table 6 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

Several service providers provide shelter and services to Moreno Valley homeless. In the past, the City has provided CDBG funding to the following organizations to assist the homeless: Community Assistance Program (Food Distribution), Lutheran Social Services (Transitional Living Program), Riverside County (Cold Weather Shelter), Gods Helping Hand (Food Distribution),'PW Enhancement Center (Emergency Motel Vouchers), Operation Safehouse (Emergency Youth Shelter), Alternatives to Domestic Violence (Emergency Shelter), God's Helping Hand (Food Distribution), Path of Life Shelter (Emergency and Transitional Housing) In addition, the City also participates in Riverside County's Continuum of Care Application.

The County has worked toward dealing with the chronic homeless population for a number of years through the Mental Health Homeless Intervention Team (HIT) program. The HIT Teams actively seek out homeless in the streets environment and other places were the homeless congregate. The teams work in areas of high homeless concentration. Support workers are trained to recognize the symptoms of mental illness and substance abuse. They also possess the interpersonal skills necessary to solicit and provide information in a friendly, respectful, non-threatening manner. They are familiar with all community resources that serve the homeless population, both public and private. At a minimum, all homeless persons contacted on the streets are provided with information and referral to program relevant to their particular needs. Once the chronic homeless persons have been identified, and if mentally ill and willing to participate, they are enrolled into a series of programs by the Department of Mental Health. Those suffering from substance abuse are referred to the existing programs, such as those provided by ABC Recovery, Phoenix House, Whiteside Manor, Cedar House and County Mental Health. Some of the mentally ill are referred to programs offered by Whiteside Manor and mental health clinics. All of these programs provide treatment and transitional housing. A number of these homeless service providers have applications up for renewal in the county's Continuum of Care application. In addition to County outreach services, CDBG funds public service providers who assist homeless persons with food distribution, counseling, or emergency voucher programs are often the primary source for referrals and assistance to homeless persons. Service providers provide homeless persons with referrals to emergency shelter programs and other service providers who can assist them with other issues such as substance abuse or mental illness. For unsheltered homeless persons, service providers are often the primary contact for assistance if the individual is not participating in a shelter program.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

The City has cooperative relationships with surrounding jurisdictions, diverse types of agencies, and nonprofits in order to meet consolidated plan goals. This coordination has lead to solid working relationships that assisted to enable all service providers to better assist those in need.

Non-Profit Organizations: The City utilizes a variety of nonprofit organizations to address community needs, such as homelessness, special needs, fair housing and food distribution services.

Public Housing Authority: The Riverside County Housing Authority continues to administer public housing and the Housing Choice Voucher Program (Section 8) for Moreno Valley residents. Issues relating to public housing are included in the Consolidated Plan for Riverside County. The City will work with the Riverside County Housing Authority when possible to improve the living environment of residents. The City will work with the Riverside County Housing Authority when possible to address the use of resident initiatives in public housing.

JPA: The City is a member of the March Joint Powers Authority (JPA). The JPA is a public entity created for the purpose of addressing the use, reuse, and joint use of realigned March ARB. The JPA approved a Homeless Assistance Program and is the location of 2 local transitional homeless facilities.

Coordination with those listed has led to solid working relationships that assisted to enable all service providers to better assist those in need and created a strong network of individual agencies working toward a common goal.

With the economic downturn, various organizations have experienced budget cuts, leading to decline in staff and hence services. This leads to gaps not only for the individual agency but also in the delivery system for the community. Staff cuts also translate to lost contacts and weakened working relationships between agencies.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

With resources becoming more and more limited, the City proposes to overcome gaps in institutional structure by:

1) Maintaining open communication with subgrantees and other consolidated planning partners;

2) Utilizing technology to share, distribute information, foster and maintain constant contact with community planning partners; and

3) Recommending and assisting to coordinate the use of volunteers (volunteer based organizations) in which to fill gaps where it logically makes sense.

SP-45 Goals Summary

Goals Summary Information

Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
Homeless Strategy	2013	2018	Homeless		Homeless		Homeless Person Overnight Shelter: 2250 Persons Assisted Homelessness Prevention: 250 Persons Assisted
Special Needs Strategy	2013	2018	Non-Homeless Special Needs		Special Needs		Public service activities other than Low/Moderate Income Housing Benefit: 15000 Persons Assisted
Housing Strategy	2013	2018	Affordable Housing		Affordable/Fair Housing		Public service activities for Low/Moderate Income Housing Benefit: 2500 Households Assisted Rental units constructed: 87 Household Housing Unit Rental units rehabilitated: 88 Household Housing Unit Direct Financial Assistance to Homebuyers: 5 Households Assisted

Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
							Housing Code Enforcement/Foreclosed Property Care: 5000 Household Housing Unit
Community & Economic Development Strategy	2013	2018	Non-Housing Community Development		Community & Economic Development		Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 250 Households Assisted Public service activities other than Low/Moderate Income Housing Benefit: 50000 Persons Assisted Jobs created/retained: 125 Jobs

Table 7 – Goals Summary

MV00197037

SP-50 Public Housing Accessibility and Involvement

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

The Housing Authority of the County of Riverside addresses the public housing needs of the cities within the region. Unfortunately, the assistance provided under its two primary affordable housing programs is limited. A review of the County Agency Five Year Plan (2009) showed an extensive Section 8 (Housing Choice Voucher) County-wide waiting list of 50,751 families and 66,663 families on the general Public Housing Countywide waiting list. The City of Moreno Valley will continue to coordinate for a review of the County's Agency Plan, and monitor the affordable housing needs of the area.

Activities to Increase Resident Involvements

Through its Public Housing Resident Initiatives (PHRI) and the Resident Opportunity and Self-Sufficiency funds (ROSS), the Riverside County Housing Authority seeks to facilitate the successful transition of residents from public housing residency to economic independence and/or from welfare-dependence to increased earning capacity or sustained work. These Initiatives build upon the efforts of the local welfare plan and other self-sufficiency efforts of the Housing Authority and target public housing residents who are receiving welfare assistance. The goals of the PHRI are to: reduce welfare dependence by assisting residents in returning to the work force in a job commensurate with their abilities; reduce poverty by assisting residents in increasing their self-sufficiency by enhancing their employment or earning potential; and to increase homeownership among public housing residents. Local partners including public agencies and community-based nonprofits, as well as faith-based organizations provide self-sufficiency services including: job training, employment opportunities, computer instruction, etc.

To assist first-time homebuyers, the Housing Authority has established a Homeownership Program (HP). The HP assists eligible participants in the Section 8 program, who are also participants of the FSS program by offering a single down payment assistance grant. In order to maximize the use of resources available to home seekers, the Housing Authority's program also targets families who take part in the Riverside County Economic Development Agency's (EDA) First Time Home Buyer Program (FTHB). In combination, the HP/FTHB partnership enables families to realize their dream of becoming homeowners by providing them with financial and other resources that they would not normally have access to. The new program for 2004 is optional only for FSS participants.

The Family-Self Sufficiency Program (FSS) was established to assist Section 8 residents and enables families to gain economic independence from all governmental assistance. There are currently 635 participating families. Supportive services offered to participating families include: Remedial Education and Classroom Training; Employment Training and Placement; Counseling/Case Management; Credit Counseling and Money Management; Child Care; and Transportation. For residents that require temporary loans, the Revolving Loan Fund (RLF) enables those program participants to obtain financial assistance for repairs of vehicles, the purchase of bus passes, childcare costs, and special educational needs such as scholarships.

Is the public housing agency designated as troubled under 24 CFR part 902?

No

Plan to remove the 'troubled' designation

The Housing Authority of the County of Riverside is not a "Troubled" PHA. The true and current rating for Public Housing is as a Standard Performer with applied strategies and policies to reach the goal of High Performer status. The true and current rating for Section 8 is as a High Performer with applied strategies and policies to maintain status as a high performer.

SP-55 Barriers to Affordable Housing

Barriers to Affordable Housing

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The City has identified barriers to affordable housing both in the public and in the private sectors. Moreno Valley plans to address each specific barrier as follows:

1. Public Sector Actions

Action 1.1 In order to affirmatively further fair housing, the City will establish a specific disability definition that is identical to the one in the Federal Fair Housing Act. The definition will be included in the Reasonable Accommodation Procedure.

Action 1.2 The Planning and Zoning Code will be revised to define transitional and supportive housing and to indicate the residential zones in which such housing is permitted.

Action 1.3 The City will adopt a reasonable accommodation procedure.

Action 1.4 The City will address special needs populations through the policies of the Consolidated Plan and Housing Element. In the Housing Element Update (to be adopted by October 2013), the City must address the needs of the developmentally disabled population. The City also will consider amending the Planning and Zoning Code to include a definition and development standards for special needs housing.

Action 1.5 The City will amend the Planning and Zoning Code by adding a senior housing definition.

2. Private Sector Actions

Action 2.1 The City and Fair Housing Council of Riverside County, Inc. will continue to offer to its residents fair housing services

Action 2.2 The City and Fair Housing Council of Riverside County, Inc. will arrange a meeting with IVAR's Fair Housing Committee, which meets the third Tuesday of every month, to explore fair housing topics.

Action 2.3 The Fair Housing Council - as part of its home buyer counseling services – will provide examples of how to detect "steering" during the home search process and how to detect "loan steering."

Action 2.4 The Fair Housing Council will add "how to read an appraisal report" to its homebuyer counseling services.

Action 2.5 The City and Fair Housing Council will annually monitor the HMDA data to establish long-term trends in loan denial rates.

Action 2.6 The City and Fair Housing Council will maintain an inventory of FHA and low down payment financed homes.

Action 2.7 The City and Fair Housing Council will monitor on a regular schedule the notices of default by address made available by the County Recorder's Office or through a subscription service.

Action 2.8 The City and Fair Housing Council will match the notices of default by address to the addresses of the low down payment financed homes.

Action 2.9 The Fair Housing Council will contact the borrowers in default and inform them of default and foreclosure counseling services available to homeowners at risk of losing their homes.

SP-60 Homelessness Strategy

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The County has worked toward dealing with the chronic homeless population for a number of years through the Mental Health Homeless Intervention Team (HIT) program. The HIT Teams actively seek out homeless in the streets environment and other places were the homeless congregate. The teams work in areas of high homeless concentration. Support workers are trained to recognize the symptoms of mental illness and substance abuse. They also possess the interpersonal skills necessary to solicit and provide information in a friendly, respectful, non-threatening manner. They are familiar with all community resources that serve the homeless population, both public and private. At a minimum, all homeless persons contacted on the streets are provided with information and referral to program relevant to their particular needs. Once the chronic homeless persons have been identified, and if mentally ill and willing to participate, they are enrolled into a series of programs by the Department of Mental Health. Those suffering from substance abuse are referred to the existing programs, such as those provided by ABC Recovery, Phoenix House, Whiteside Manor, Cedar House and County Mental Health. Some of the mentally ill are referred to programs offered by Whiteside Manor and mental health clinics. All of these programs provide treatment and transitional housing. A number of these homeless service providers have applications up for renewal in the county's Continuum of Care application. In addition to County outreach services, CDBG funds public service providers who assist homeless persons with food distribution, counseling, or emergency voucher programs are often the primary source for referrals and assistance to homeless persons. Service providers provide homeless persons with referrals to emergency shelter programs and other service providers who can assist them with other issues such as substance abuse or mental illness. For unsheltered homeless persons, service providers are often the primary contact for assistance if the individual is not participating in a shelter program.

Addressing the emergency and transitional housing needs of homeless persons

Several service providers provide shelter and services to Moreno Valley homeless. In the past, The City provides CDBG funding to the following organizations to assist the homeless:

- Community Assistance Program (Food Distribution)
- Lutheran Social Services (Transitional Living Program)
- PW Enhancement Center (Emergency Motel Vouchers)
- Operation Safehouse (Emergency Youth Shelter)
- Alternatives to Domestic Violence (Emergency Shelter)
- Path of Life Shelter (Emergency and Transitional Housing).

In addition, the City also participates in Riverside County's Continuum of Care.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

One of the City's highest priorities for the use of CDBG funds is to address the emergency shelter and transitional housing needs of homeless persons. The City will continue to fund applications for homeless shelters that serve the Moreno Valley homeless population. The City will assist homeless persons make the transition to permanent housing and independent living through continued support of affordable housing developments that will provide long term affordability covenants. Moreno Valley will sponsor programs such as Lutheran Social Services and Path of Life provide their participants with long term shelter under their transitional living programs but have been known to assist those threatened with homelessness by providing referrals and coordinating with other agencies to locate assistance for the families or individuals. The City also funded Alternatives to Domestic Violence Program which provides emergency shelter to persons who flee their homes due to domestic violence situations and Operation Safehouse, which houses runaway or endangered youth in various circumstances; providing a safe haven for children therefore keeping them off the streets. Emergency Rental/Mortgage Assistance is offered by: Catholic Charities and PW Enhancement. Emergency Shelters are located at: Alternatives to Domestic Violence and Operation Safehouse. Transitional Living Shelters are operated by: Lutheran Social Services and Path of Life.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

Moreno Valley does everything in its power to mitigate low-income families in need of assistance from becoming homeless. During the recession, many low-income families live paycheck to paycheck, which makes it difficult for them to pay for the basic necessities when an unexpected expense arises. Catholic Charities and PW Enhancement Center (PWEC) will provide residents with one-time emergency rental/mortgage assistance paid for through other grants funding sources that also helped prevent homelessness of families who missed a rent/mortgage payment due to extenuating circumstances. There are several programs administered by Riverside County that aid in the prevention of homelessness. For example, the Emergency Food and Shelter Program meets the needs of the hungry and homeless by providing funds to provide the following housing assistance, as determined by the Local Board in funded jurisdictions: lodging in a mass shelter or hotel; one month's rent or mortgage payment; one month's utility bill; and minimal repairs to allow a sheltering facility to function during the program year. On a regular basis the City provides referrals to persons in need. In cases where assistance was not available via City program, staff would often refer the inquiring party about the Riverside County offices and to their 211 Telephone Referral Program.

SP-65 Lead Based Paint Hazards

Actions to address LBP hazards and increase access to housing without LBP hazards

To help evaluate and reduce the number of housing units containing lead based paint hazards the City has two main courses of action: (1) the City has integrated evaluation and reduction activities into its housing programs, and (2) the City also provides public information and education concerning lead-based paint.

How are the actions listed above related to the extent of lead poisoning and hazards?

According to the 2005-2009 CHAS data, 20.98% of houses built in Moreno Valley before 1980 and are thereby in danger of containing lead based paint somewhere within the building.

How are the actions listed above integrated into housing policies and procedures?

Lead based paint issues are addressed via Moreno Valley's consumer loan/grant products: the City's Mobile Home Grant, the Homebuyers Assistance Program, Home Improvement Loan Programs, Neighborhood Stabilization Program 1, as well as within the HPRP Program. Participants of the consumer housing programs are all provided the 'Renovate Right Informational Booklet' (EPA740-K-10-001, dated April 2010) from the United States Environmental Protection Agency (U.S. EPA). Each participant signs a certification that they received and reviewed the booklet. A City staff member (Housing Specialist) who is assigned a project will make themselves available to answer any questions a participant may have concerning the lead based paint. During the course of a Home Improvement Loan Project, a City Building Inspector also discussed any issues found in a dwelling with the homeowner, and initiated further evaluation as necessary. If a home is participating in one of the referenced programs and was constructed prior to 1978, the City contracts with Home Safe for a lead-based paint inspection of the property. If the property is found to contain lead-based paint, mitigation measures are incorporated as a part of the revitalization work. Since a HAP loan is down payment assistance, the lead-based paint mitigations are the responsibility of the Seller prior to the transfer title. Both Buyer and Seller received the disclosure materials as a part of the loan application process. Under the HPRP program, the City and/or its non-profit subgrantees were required to become Certified Lead Based Paint Inspectors. As required by the Recovery Act, prior to a participant locating to a specific dwelling, information about the unit and the occupants is gathered and risks are assessed. If there is no apparent danger to the tenant, the unit is considered suitable and approved for habitat. If hazards are found, an alternate unit would need to be identified.

SP-70 Anti-Poverty Strategy

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The City has established several goals to reduce poverty among its population:

1. Economic Development and Job Creation/Retention. The City partners with the Inland Empire Small Business Development Center (SBDC) to provide small business counseling services to local businesses with the goal that the services will create and/or retain low and moderate income jobs. The Small Business Consultant holds temporary offices one day per week within the City to provide increased access to Moreno Valley residents. The City began a job training program in 2007 to train youth (18-22 years old) in the manufacturing and logistics industry. The provision of job training is seen as a critical component to encouraging economic self-sufficiency. During the term of the Consolidated Plan it is anticipated that employment training opportunities be expanded to include adults from older age groups.

2. Housing Programs. The City plans to offer programs in its strategy to produce and preserve affordable housing. The implementation of City programs such as the Homebuyer Assistance Program, the Home Improvement Loan Programs, and the Mobile Home Grant Program will assist in maintaining livable conditions for lower income persons. In addition, the City will continue to partner with Community Housing Development Organizations (CHDO) such as Habitat for Humanity and Riverside Housing Development Corporation (RHDC). Habitat for Humanity will assist in the development of new single-family houses for very low-income persons. The partnership with RHDC will be utilized to continue acquisition and rehabilitation of affordable rental housing units for low and very low income households. The development of additional senior housing is also anticipated during the term of the Strategic Plan. The City will also continue to explore relationships with for profit and non-profit housing developers to increase the supply of affordable multi-family housing units.

3. Public Service Providers. The City will continue to provide grant funding to various public service providers to assist low income individuals and households, special needs population, and the homeless population with access to critical services. These programs provide City residents opportunities to utilize programs at little or no cost, thereby reducing financial burden.

4. Coordination Efforts. The City's goal is to continue to collaborate with governmental and other social service agencies to assure the effective delivery of such services to low-income individuals. One example is the Riverside County Continuum of Care. The Continuum of Care group consists of several local non-profit agencies along with governmental agencies, such as the City of Moreno Valley, who meet periodically to share information, coordinate efforts to assist homeless persons and plan future activities. While the City's ability to directly reduce the number of households with incomes below the poverty line is limited, by utilizing multiple programs and working with county, private and non-profit agencies, the City will endeavor to reduce the number of households with incomes below the poverty line.

How is the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan?

The City's Anti-Poverty Strategy has a direct correlation to its Housing Strategy. Stable affordable housing enhances a family's ability to transition from poverty to self-sufficiency.

SP-80 Monitoring

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Monitoring serves as an effective tool to ensure that expenditures of funds are consistent with Federal requirements, CDBG National Objectives, and achieve program/project goals. The following outlines monitoring requirements for Moreno Valley CDBG program:

1) Subrecipients. When an organization becomes a City subrecipient, they must sign a contract with the City in which the various scopes of work, time lines, and documentation requirements are outlined. On a monthly basis, each Subrecipient must submit detailed information regarding the number, ethnicity, and income level of individuals benefiting from CDBG funds. Quarterly summary reports are required of some agencies in which further information is provided on activities accomplished during that quarter. The City conducts an on-site inspection of each agency at least once per year, preferably toward the end of the funding cycle.

2) Construction Projects. All construction projects comply with Federal Labor and Procurement Procedures as well as the various affirmative action, equal opportunity, and Section 3 requirements mandated by various federal and state laws. A Department Management Analyst oversees and reviews contract preparation at each step from bid preparation, contract document preparation, pre-construction meetings, and ongoing project inspections. All public notices that solicit bids for capital projects are submitted to minority newspapers such as El Chicano, the San Bernardino American and the Precinct Reporter in order to give minority-owned businesses the opportunity to bid on the CDBG capital projects. Multi-Family Affordable Housing Programs. The City requires property owners who have received HOME funds to recertify their tenant's eligibility annually. They report information and provide documentation related to the property, unit occupancy, tenant information and financial reporting. Forms and applicable documentation such as Federal income tax returns are to be completed by tenants of reserved (affordable) units and submitted with the report. If the unit was occupied by multiple tenants, then a copy of the application, rental agreement and the dates of residency must be provided. In addition, a copy of 'Determining Affordable Rent' is provided to the owner for the reserved units. A City building inspector will conduct a property inspection to determine if the property is in compliance with code requirements and in good condition. The City will work with a recertification consulting service to ensure that the information is accurate and complete.

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CITY OF MORENO VALLEY

Annual Action Plan Update of the Consolidated Plan

July 1, 2013 – June 30, 2014

Expected Resources

AP-15 Expected Resources

Introduction

The City of Moreno Valley utilizes a variety of Federal, State, and local funding sources to achieve identified community and housing strategies. Specific funding resources are based upon availability, opportunities, and constraints of each particular project or program. The City is committed to utilizing each funding source to its highest and best use. Therefore, the City leveraged the resources identified in this section to facilitate various programs and projects. Specific resources available to address the needs identified in the Consolidated Plan are included under each program description. The following represents a list of resources the Neighborhood Preservation Division utilizes to address the Consolidated Plan goals. FEDERAL RESOURCES: Community Development Block Grant Program (CDBG), HOME Investment Partnership Program (HOME), Neighborhood Stabilization Program 1 (NSP1), Neighborhood Stabilization Program 3 (NSP3) NON-FEDERAL RESOURCES: General Funds.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,672,620	0	902,576	2,575,196	0	CDBG funding is intended to address the needs of low income persons areas within the City.

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Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	422,077	0	480,000	902,077	0	HOME funds are intended to address affordable housing and related needs.

Table 1 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Entitlement cities receiving HOME funds are required to contribute a 25% match of non-HOME funds for every dollar of HOME funds spent. In general, as cities draw their HOME funds, they will incur a match liability, which must be satisfied by the end of each fiscal year. The HOME statute also provides a reduction of the matching contribution under three conditions: 1. fiscal distress, 2. severe fiscal distress, and 3. presidential disaster declarations. Moreno Valley has been identified by HUD as a fiscally distressed jurisdiction for several consecutive years and has been granted a 100-percent match reduction. The City anticipates that the 'fiscally distressed' classification will continue through the entire Consolidated Plan period.

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In the past, Moreno Valley has actively leveraged its affordable housing projects, mostly with Redevelopment Set-aside funds. Due to the fact that Redevelopment has been eliminated, these funds are no longer available. The City will continue its efforts to leverage projects with other available resources.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

In 2011, the California Legislature passed AB 1X26 to dissolve all redevelopment agencies (RDA(s)) in the state. After a period of litigation, RDAs were officially dissolved as of February 1, 2012. Prior to the dissolution on January 10, 2012, the City of Moreno Valley elected to serve as the successor agency to the RDA and approved a resolution providing that upon dissolution of the RDA all housing assets and functions of the RDA with regard to the Low and Moderate Income Housing Program would be transferred to the Moreno Valley Housing Authority (MVHA). On February 1, 2012, all housing assets of the former RDA were transferred by operation of law to the MVHA, along with all title and interest of the subject assets. The MVHA has the ability to engage in transactions which will promote the utilization of existing affordable housing resources and to pursue the development of potential additional affordable housing resources.

The following parcels were transferred from the former RDA to the Moreno Valley Housing Authority and will be used to provide affordable housing:

Redevelopment Agency-Owned Parcels for Affordable Housing Use

APN	APPROX. ACREAGE	USE	SITE ADDRESS	DISPOSITION
291-191-027	0.88	Vacant Land	Alessandro and Day	Housing Asset Transferred to MVHA
291-191-028	0.33	Vacant Land	Alessandro and Day	Housing Asset Transferred to MVHA
291-191-029	0.37	Vacant Land	Alessandro and Day	Housing Asset Transferred to MVHA
291-191-026	0.14	Vacant Land	Alessandro and Day	Housing Asset Transferred to MVHA
291-191-025	0.23	Vacant Land	Alessandro and Day	Housing Asset Transferred to MVHA
291-191-007	0.29	Vacant Land	Alessandro and Day	Housing Asset Transferred to MVHA
291-191-008	1.57	Vacant Land	Alessandro and Day	Housing Asset Transferred to MVHA
291-191-009	1.55	Vacant Land	Alessandro and Day	Housing Asset Transferred to MVHA
291-191-010	1.00	Vacant Land	Alessandro and Day	Housing Asset Transferred to MVHA
291-191-011	1.00	Vacant Land	Alessandro and Day	Housing Asset Transferred to MVHA
291-191-012	0.24	Vacant Land	Alessandro and Day	Housing Asset Transferred to MVHA
291-191-013	0.82	Vacant Land	Alessandro and Day	Housing Asset Transferred to MVHA
481-130-022	0.50	Vacant Land	24108 Fir Avenue	Housing Asset Transferred to MVHA

481-130-023	0.42	Vacant Land	24124 Fir Avenue	Housing Asset Transferred to MVHA
482-020-064	1.32	Vacant Land	24176 Atwood	Housing Asset Transferred to MVHA
485-032-013	0.20	Vacant Land	24181 John F. Kennedy	Housing Asset Transferred to MVHA
486-084-011	0.10	Vacant Land	Sheila Neighborhood	Housing Asset Transferred to MVHA
Total Acreage	**10.96**			

Land Banking of Vacant Property

The City has developed a revitalization strategy around the Western-Central portion of Moreno Valley, commonly known as the Edgemont Area Revitalization Plan, to create affordable housing opportunities and support ongoing revitalization efforts. The Edgemont Area is located within the NSP 3 target area and consists of multiple properties currently under a number of public and private ownerships. A majority of the area currently is either vacant or generally under-developed. The City plans to identify several vacant properties to acquire with NSP 3 funds through the land banking activity in an effort to assemble land for larger affordable housing projects.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
Homeless Strategy	2013	2018	Homeless		Homeless		Homeless Person Overnight Shelter: 450 Persons Assisted Homelessness Prevention: 50 Persons Assisted
Special Needs Strategy	2013	2018	Non-Homeless Special Needs		Community & Economic Development		Public service activities other than Low/Moderate Income Housing Benefit: 3000 Persons Assisted
Housing Strategy	2013	2018	Affordable Housing		Affordable/Fair Housing		Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 500 Households Assisted Rental units constructed: 17 Household Housing Unit Rental units rehabilitated: 18 Household Housing Unit Direct Financial Assistance to Homebuyers: 1 Households Assisted Housing Code Enforcement/Foreclosed Property Care: 1000 Household Housing Unit

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Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
Community & Economic Development Strategy	2013	2018	Non-Housing Community Development		Community & Economic Development		Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 50 Households Assisted Public service activities other than Low/Moderate Income Housing Benefit: 10000 Persons Assisted Jobs created/retained: 16 Jobs

Table 2 – Goals Summary

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b)

The City anticipates providing a minimum of 35 units of affordable housing to extremely low, low and moderate income families during the upcoming program year. Currently under construction, the Hemlock Family Apartments will provide seventy seven new affordable multi-family units at full occupancy.

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Projects

AP-38 Project Summary

Project Summary Information

Project Name	Target Area	Goals Supported	Needs Addressed	Funding
Lutheran Social Services - Amelia's Light Transitional Shelter		Homeless Strategy	Homeless	CDBG: $16,912
CDBG Program Administration		Community & Economic Development Strategy	Community & Economic Development	CDBG: $314,524
Fair Housing Services		Housing Strategy	Affordable/Fair Housing	CDBG: $20,000
Domestic Violence Services		Community & Economic Development Strategy	Community & Economic Development	CDBG: $8,562
Community Assistance Program (CAP) Food Pantry		Community & Economic Development Strategy	Community & Economic Development	CDBG: $33,062
The MoVan Senior Van Transportation Program		Special Needs Strategy	Special Needs	CDBG: $31,062
Operation Safehouse Shelter		Homeless Strategy	Homeless	CDBG: $9,062
P.W. Enhancement Center Emergency Services Program		Homeless Strategy	Homeless	CDBG: $17,062
Child Abuse Prevention & Education Program		Community & Economic Development Strategy	Community & Economic Development	CDBG: $8,562
Path of Life Shelter Program		Homeless Strategy	Homeless	CDBG: $16,912
The Salvation Army Food Pantry		Community & Economic Development Strategy	CEDD	CDBG: $8,562

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The Assistance League's "Operation School Bell" Program		Community & Economic Development Strategy	Community & Economic Development	CDBG: $11,062
ARC of Riverside County's Moreno Valley Resource Center		Special Needs Strategy	Special Needs	CDBG: $6,062
CASA - Court Appointed Special Advocates Program		Community & Economic Development Strategy	Community & Economic Development	CDBG: $11,062
Foreclosure Prevention & Mitigation Counseling		Community & Economic Development Strategy	Community & Economic Development	CDBG: $10,000
211 of Riverside County		Community & Economic Development Strategy	Community & Economic Development	CDBG: $6,062
Smooth Transitions Pre-Employment Job Readiness Program		Community & Economic Development Strategy	Community & Economic Development	CDBG: $6,062
Lighthouse Treatment Center for Homeless Veterans		Homeless Strategy	Homeless	CDBG: $6,062
U.S. Veteran's Initiative		Homeless Strategy	Homeless	CDBG: $6,062
Fair Housing Council Landlord-Tenant Mediation Program		Community & Economic Development Strategy	Community & Economic Development	CDBG: $17,892
Catholic Charities Emergency Services Program		Homeless Strategy	Community & Economic Development	CDBG: $16,062
Moreno Valley Police Department Holiday Cheer Program		Community & Economic Development Strategy	Community & Economic Development	CDBG: $4,753
Habitat for Humanity Mobile Home Rehab		Housing Strategy	CEDD	CDBG: $10,000
Neighborhood Code Enforcement		Housing Strategy	Community & Economic Development	CDBG: $284,767
Code Enforcement Foreclosure Team		Housing Strategy	Community & Economic Development	CDBG: $98,042

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Recruitment Assistance at the Employment Resource Center (ERC)		Community & Economic Development Strategy	Community & Economic Development	CDBG: $173,216
Moreno Valley Business Incubator		Community & Economic Development Strategy	Community & Economic Development	CDBG: $273,754
Inland Empire Small Business Development Center		Community & Economic Development Strategy	Community & Economic Development	CDBG: $50,000
Sunnymead Boulevard Storm Drain (Between Indian and SR60 Perris Blvd Off ramp		Community & Economic Development Strategy	Community & Economic Development	CDBG: $800,000
Edgemont (Exterior Rehab) Beautification Program		Housing Strategy	Community & Economic Development	CDBG: $300,000
HOME Program Administration		Community & Economic Development Strategy	Community & Economic Development	HOME: $42,207
Future Multi Family Affordable Housing Project		Housing Strategy	Affordable/Fair Housing	HOME: $796,558
CHDO Set Aside Funding		Housing Strategy	Affordable/Fair Housing	HOME: $63,312

Table 3 – Project Summary

MV00197057

AP-35 Projects

Introduction

The City of Moreno Valley has selected a variety of projects aimed at meeting the goals and priority needs established in the Consolidated Plan. The City has allocated the maximum 15% Public Service cap for a total of 20 public service projects funded for FY 13/14. The 20% Administration cap will be utilized for staffing, administration, and Fair Housing activities. The remaining 65% will fund a variety of Economic Development, Code Enforcement and Rehabilitation activities.

#	Project Name
1	CDBG Program Administration
2	Lutheran Social Services - Amelia's Light Transitional Shelter
3	Fair Housing Services
4	Domestic Violence Services
5	Community Assistance Program (CAP) Food Pantry
6	The MoVan Senior Van Transportation Program
7	Operation Safehouse Shelter
8	P.W. Enhancement Center Emergency Services Program
9	Child Abuse Prevention & Education Program
10	Path of Life's King Hall Transitional Shelter Program
11	The Salvation Army Food Pantry
12	The Assistance League's "Operation School Bell" Program
13	ARC of Riverside County's Moreno Valley Resource Center
14	CASA - Court Appointed Special Advocates Program
15	Foreclosure Prevention & Mitigation Counseling
16	211 of Riverside County
17	Smooth Transitions Pre-Employment Job Readiness Program
18	Lighthouse Treatment Center for Homeless Veterans
19	U.S. Veteran's Initiative
20	Fair Housing Council Landlord-Tenant Mediation Program
21	Catholic Charities Emergency Services Program
22	Moreno Valley Police Department Holiday Cheer Program
23	Habitat for Humanity Helping Hands Mobile home Rehab Program
24	Neighborhood Code Enforcement
25	Code Enforcement Foreclosure Team
26	Recruitment Assistance at the Employment Resource Center (ERC)
27	Moreno Valley Business Incubator
28	Inland Empire Small Business Development Center
29	Sunnymead Boulevard Storm Drain (Between Indian and SR60 Perris Blvd Off ramp
30	Edgemont (Exterior Rehab) Beautification Program

#	Project Name
31	HOME Program Administration
32	Future Multi Family Affordable Housing Project
33	CHDO Set Aside Funding

Table 4 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

In establishing the Priority Needs the City considered the overall program objectives at the Federal and local levels. Moreno Valley seeks to meet the Federal national objective of providing benefit to the low and moderate income, removing area slum and blight, and meeting urgent or emergency community needs. The City also seeks to prioritize in a way that can assist goals set by the City Council including: Revenue Diversification & Preservation, Public Safety, Positive Environment Community Image, Neighborhood Pride & Cleanliness. Every year, in accordance with HUD's requirements, Moreno Valley re-evaluates and updates its program specific Objectives & Policies to ensure they adequately reflect the current needs of the community.

The City chose to develop priorities that would primarily assist low-income families and individuals within the Community - Homelessness, Special Needs, Affordable/Fair Housing, and community & Economic Development. Based on needs assessment and community input, the priorities are assigned a level from High to Low. Funding allocations are then directed towards high level priorities.

AP-50 Geographic Distribution

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

There are sixteen (16) low and moderate census tracts or CDBG Target Areas located within four Moreno Valley City Council Districts. Each census tract contains at least 51% of residents who qualify as low and moderate income. The areas encompass neighborhoods mostly in the central and western portions of the City and are locally referred to as Central Sunnymead, Edgemont, Eastgate and Warner Ranch.

Rationale for the priorities for allocating investments geographically

Prior to allocating funding, staff will consider if a project or program will physically be located within a designated CDBG Target Area, and whether the program will directly benefit the low to moderate income population that lives in the area. The City will consider the current poverty level or each area, which will act as a measure of "Need". Staff will also take into account need based on public demand or outcry, recommendations of City departments (such as Code Enforcement, Capital Projects or the Police Department), reports from CDBG Subgrantees which track referrals and measure trends in service levels, and recommendations of other local entities (Continuum of Care, Department of Social Services, Housing Authority, etc.).

Discussion

In general, CDBG Target Areas are the focus of funding priority because they typically include the older sections of the City where much of the building stock and housing stock, as well as infrastructure, is deteriorated or fails to meet current standards. Many structures are in need of minor or major rehabilitation with some structures in need of extensive reconstruction. The areas tend to lack adequate drainage systems, water lines, street lighting, and street improvement.

Affordable Housing

AP-55 Affordable Housing

Introduction

One Year Goals for the Number of Households to be Supported Through	
Homeless	0
Non-Homeless	35
Special-Needs	0
Total	35

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	35
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	35

Table 7 - One Year Goals for Affordable Housing by Support Type

Discussion

The Hemlock Family Apartments are currently under construction and will provide 77 new affordable multi-family units for very-low to moderate income families. This project does not specifically target the homeless or special needs categories.

AP-60 Public Housing

Introduction

The Housing Authority of Riverside County addresses the public housing needs of the cities within Riverside County. Unfortunately, the assistance provided under its two primary affordable housing programs is limited. A review of the County Agency Five Year Plan (2009) showed an extensive Section 8 (Housing Choice Voucher) Countywide waiting list of 50,751 families and 66,663 families on the general public housing countywide waiting list. There are currently 66 public housing units within the City.

Actions planned during the next year to address the needs to public housing

The City of Moreno Valley will continue to coordinate for a review of the County Agency's Plan, and monitor the affordable housing needs of the area. The City reviews proposed development sites, the comprehensive plan, and any proposed demolition or disposition of public housing developments.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Several activities are conducted by the Housing Authority to encourage public housing residents to become more involved in management and to participate in homeownership opportunities. Through its Public Housing Resident Initiatives (PHRI) and the Resident Opportunity and Self-Sufficiency funds (ROSS), the Housing Authority seeks to facilitate the successful transition of residents from public housing residency to economic independence and/or from welfare-dependence to increased earning capacity or sustained work. The goals of the PHRI are to reduce welfare dependence by assisting residents in returning to the work force in a job commensurate with their abilities, reduce poverty by assisting residents in increasing their self-sufficiency by enhancing their employment or earning potential, and to increase homeownership among public housing residents.

The Housing Authority has established a Homeownership Program (HP) that assists eligible Section 8 program participants by offering a single down payment assistance grant. In order to maximize the use of resources available to home seekers, the Housing Authority's program also targets families who take part in the Riverside County Economic Development Agency's (EDA) First Time Home buyer Program (FTHP). In combination, the HP/FTHB partnership enables families to realize their dream of becoming homeowners .

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The PHA is not designated as troubled. The true and current rating for Public Housing is as a Standard Performer with applied strategies and policies to reach the goal of High Performer status. The true and current rating for Section 8 is as a High Performer with applied strategies and policies to maintain the current status.

AP-65 Homeless and Other Special Needs Activities

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Riverside County has worked toward dealing with the chronic homeless population for a number of years through the Mental Health Homeless Intervention Team (HIT) program. The HIT Team actively seek out homeless living on the streets and in unsheltered locations of congregation. The teams work in areas of high homeless concentration. Support workers are trained to recognize the symptoms of mental illness and substance abuse. They also possess the interpersonal skills necessary to solicit and provide information in a friendly, respectful, non-threatening manner. They are familiar with all community resources that serve the homeless population, both public and private. At a minimum, all homeless persons contacted on the streets are provided with information and referrals to programs relevant to their particular needs. Once the chronic homeless persons have been identified, and if mentally ill and willing to participate, they are enrolled into a series of programs by the Department of Mental Health. Those suffering from substance abuse are referred to the existing programs, such as those provided by ABC Recovery, Phoenix House, Whiteside Manor, Cedar House, and County Mental Health. All of the noted programs provide treatment and transitional housing. A number of these homeless service providers have applications up for renewal in the County's Continuum of Care application. In addition to County outreach services, CDBG funds a variety of public service providers who assist homeless persons with food distribution, counseling, or emergency voucher programs. These social service programs are often the primary source for referrals and assistance to homeless persons. For unsheltered homeless persons, service providers are often the primary contact for assistance if the individual is not participating in a shelter program.

Addressing the emergency shelter and transitional housing needs of homeless persons

Several service providers provide shelter and services to Moreno Valley homeless. In the past, the City has provided CDBG funding to the following organizations to assist the homeless:

Community Assistance Program (food distribution); Lutheran Social Services (transitional living program); Riverside County DPSS (cold weather shelter); God's Helping Hand (food distribution); P.W. Enhancement Center (motel vouchers); Operation Safehouse (youth shelter); Alternatives to Domestic Violence (emergency shelter); and Path of Life Ministries (transitional shelter). In addition, the City also participates in Riverside County's Continuum of Care Application. The City's entitlement contribution toward the Countywide program is approximately $220,000 per year.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

One of the City's highest priorities for the use of CDBG funds is to address the emergency shelter and transitional housing needs of homeless persons. The City will continue to fund applications for homeless shelters that serve the Moreno Valley homeless population. The City will assist homeless persons make the transition to permanent housing and independent living through continued support of affordable programs such as Lutheran Social Services and Path of Life, both of which provide their participants with long term shelter under their transitional living programs. Additionally, the aforementioned frequently assist those threatened with homelessness by providing referrals and coordinating with other agencies to locate assistance for the family or individual. The City also funds Alternatives to Domestic Violence, which provides emergency shelter to victims of domestic abuse, and Operation Safehouse, which provides shelter to run-away and/or homeless youth. Emergency rental assistance and first month's rent assistance is available through Catholic Charities and P.W. Enhancement Center.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Moreno Valley does everything in its power to mitigate low-income families in need of assistance from becoming homeless. During and since the recession, many low-income families live paycheck to paycheck, which makes it difficult for them to pay for the basic necessities when an unexpected expense arises. Catholic Charities and P.W. Enhancement Center provide residents with one-time emergency rental assistance paid for through other grant funding sources that also helped prevent homelessness of families who missed a rent/mortgage payment due to extenuating circumstances. There are several programs administered by Riverside County that aid in the prevention of homelessness. For example, the Emergency Food and Shelter Program meets the needs of the hungry and homeless by providing funds to provide the following housing assistance: lodging in a mass shelter or hotel; one month's rent or mortgage payment; one month's utility bill payment; minimal repairs to allow a sheltering facility to function during the program year. On a regular basis, the City provides referrals to persons in need. In cases where assistance was not available via City program, staff would often refer the inquiring party to 211 Riverside County.

AP-75 Barriers to affordable housing

Introduction

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City plans to address identified barriers to affordable housing as follows:

1. Housing for Disabled Persons - Disability Definition. In order to affirmatively further fair housing, the City will establish a specific disability definition that is identical to the one in the Federal Fair Housing Act. The definition will be included in the Reasonable Accommodation Procedure.

2. Housing for Disabled Persons - Supportive Services. The Planning and Zoning Code will be revised to define transitional and supportive housing and to indicate the residential zones in which such housing is permitted.

3. Housing for Disabled Persons - Reasonable Accommodation Procedure. The City will adopt a reasonable accommodation procedure.

4. Special Needs Populations - The City will address special needs populations through the policies of the Consolidated Plan and Housing Element. In the Housing Element Update (to be adopted by October, 2013), the City must address the needs of the developmentally disabled population. The City will also consider amending the Planning and Zoning Code to include a definition and development standards for special needs housing.

5. Senior Housing Impediment - The City will amend the Planning and Zoning Code by adding a senior housing definition. Many cities define senior housing as follows: Senior citizen housing shall mean a housing development consistent with the California Fair Employment and Housing Act (Government Code Section 12900 et. seq., including 12955.9 in particular), which has been "designed to meet the physical and social needs of senior citizens:, and which otherwise qualifies as "housing for older persons" as that phrase is used in the Federal Fair Housing Amendments Act (42 U.S.C. 3608(b)) and implementing regulations and as that phrase is used in California Civil Code Section 51.2 and 51.3.

AP-85 Other Actions

Actions planned to foster and maintain affordable housing

All of the City assisted affordable housing projects have long term (40-50) year covenants which protect and preserve the affordability period for low income persons. The City does not anticipate a loss to the existing affordable housing inventory.

Actions planned to reduce lead-based paint hazards

To address lead paint hazards, the city has 2 main courses of action: (1) the City has integrated evaluation and reduction activities into its housing programs, and (2) the City also provides public information and education concerning lead-based paint. Participants of consumer loan/rehab programs are provided with the Renovate Right Informational Booklet (EPA740-K-10-001, dated April 2010) from the EPA. Each participant must sign an acknowledgement that they have received and read the booklet. Homes built prior to 1978 will receive a lead-based paint hazards inspection prior to the rehabilitation, and any remediation will be required as part of the rehabilitation project. For homebuyer projects, both the buyer and seller are provided with information on lead hazards and any mitigation are made the responsibility of the seller.

Actions planned to reduce the number of poverty-level families

Moreno Valley's Anti-Poverty Strategy includes the utilization of a variety of programs that, when coupled with other community programs and resources, and working with local agencies (County, private, and nonprofit) can help reduce the number of persons with incomes below the poverty line. The City aims to provide opportunities to reduce the financial burden for the lower income population and assist to maintain livable conditions through economic development and job creation, the provision of affordable housing, the use of nonprofit organizations providing basic needs services, and a coordination of efforts

Actions planned to develop institutional structure

The City of Moreno Valley benefits from a solid institutional structure and relationships with various local public and private agencies. In the upcoming year, City staff will continue to work at strengthening its dialogue with Riverside County agencies such as the Departments of Mental Health and Public Social Services, specifically to address regional homeless issues. Staff will continue to serve on the Steering Committee for the Continuum of Care Consortium which provides opportunities to network with local public and non-profit agencies. The City will also remain a member of the March Joint Powers Authority, created for the repurposing of the March Air Reserve Base. The base currently housed 3 transitional housing programs for homeless persons and families. The City also participates with the Moreno Valley Multi Agency Collaborative which is organized through the local school district and has members from the community, faith based organizations, health care industries, transportation industries and nonprofit social service programs. Finally, the City will maintain open dialogue with the Riverside County Housing Authority and focus on the use of resident initiatives in public housing.

Actions planned to enhance coordination between public and private housing and social service agencies

The City's goal is to continue to establish collaborative relationships between governmental and social service agencies to assure the effective delivery of services to low-income individuals. One example is the Riverside County Continuum of Care. The Continuum of Care group consists of several local non-profits and local governmental agencies, such as the City of Moreno Valley, who meet periodically to share information, coordinate efforts to assist homeless persons and plan future activities. While the City's ability to directly reduce the numbers of household with incomes below the poverty line is limited, the City will attempt to reduce the number by utilizing multiple programs and working with the county, private and non-profit agencies.

Program Specific Requirements

AP-90 Program Specific Requirements

Introduction

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220.(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220.(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:
   Not applicable.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:
   The City of Moreno Valley will not be utilizing HOME funds during FY 13/14 for homebuyer activities.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:
   The City has no plans to refinance existing debt secured by multifamily housing rehabilitated with HOME funds during the upcoming program year FY 13/14.

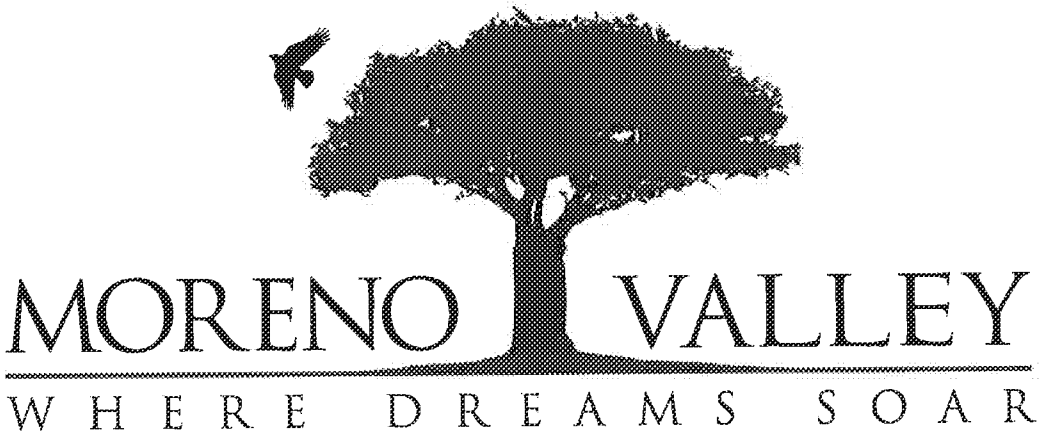

CITY OF MORENO VALLEY

Analysis of Impediments to Fair Housing Choice and Fair Housing Action Plan

July 1, 2013 through June 30, 2018

Section 1

SECTION 1 - INTRODUCTION

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A. AFFIRMATIVELY FURTHERING FAIR HOUSING (AFFH) CERTIFICATION

An Affirmatively Furthering Fair Housing (AFFH) certification is required of communities that administer the following U.S. Department of Housing and Urban Development (HUD) Community Planning and Development (CPD) programs:

- Community Development Block Grants (CDBG)
- Home Investments Partnership Program (HOME)
- Emergency Shelter Grants (ESG)
- Housing Opportunities for People with AIDS Program (HOPWA)

The AFFH certification states that the community receiving HUD funds:

> "*...will affirmatively further fair housing ... by conducting an analysis to identify impediments to fair housing choice within its jurisdiction, taking appropriate actions to overcome the effects of any impediments identified through the analysis, and maintaining records reflecting the analysis and actions in this regard.*"

The City of Moreno Valley annually receives CDBG and HOME funds. The AFFH certification is one of several certifications that are included in the City's Consolidated Plan and Annual Action Plans, which are submitted to HUD for approval prior to receipt of the CDBG and HOME funds.

HUD interprets the board objectives of the AFFH obligation to mean:

- Analyze and eliminate housing discrimination in the jurisdiction.
- Promote fair housing choice for all persons.
- Provide opportunities for inclusive patterns of occupancy regardless of race, color, religion, sex, familial status, disability and national origin.
- Promote housing that is structurally accessible to, and usable by, all persons, particularly persons with disabilities.
- Foster compliance with the nondiscrimination provisions of the Fair Housing Act.

The first requirement of the AFFH certification is satisfied by the following:

- Conducting an analysis of impediments to fair housing choice. This is commonly called the AI.
- Identify appropriate actions to overcome the effects of identified impediments. This is accomplished through preparation of a fair housing action plan.

It is the responsibility of the City to "take" the actions identified in the fair housing action plan and to "maintain records on the actions taken".

HUD's Consolidated Plan Review Guidance (i.e., Checklist) explains that the following guidance should be used by HUD Community Planning and Development (CPD) representatives to determine if the Certification is *not* satisfactory:

- Disregard of regulatory requirements to conduct an analysis of impediments to fair housing choice, take appropriate actions to address identified impediments, or maintain adequate records on the steps taken to affirmatively further fair housing in the jurisdiction.

- Lack of action taken on outstanding findings regarding performance under affirmatively furthering fair housing certification requirements of the Consolidated Plan or the Community Development Block Grant Program.

More specifically, HUD has issued the following guidance:

> HUD can require the submission of an AI in the event of a complaint or as part of routine monitoring. If, after reviewing all documents and data, HUD concludes that
> (1) the jurisdiction does not have an AI;
> (2) an AI was substantially incomplete;
> (3) no actions were taken to address identified impediments;
> (4) the actions taken to address identified impediments were plainly inappropriate; or
> (5) the jurisdiction has no records
> the Department would notify the jurisdiction that it believes the certification to be in-accurate, or, in the case of certifications applicable to the CDBG program, the certification is not satisfactory to the Secretary.
>
> Source: Memorandum from Nelson R. Bregon, General Deputy Assistant Secretary for Community Planning and Development to CPD Office Directors, FHEO HUB Directors, FHEO Program Center Directors and FHEO Equal Opportunity Specialists, September 2, 2004, page 2

HUD also has stated:

> Rejection of the certification provides the basis for HUD to disapprove the jurisdiction's Consolidated Plan.
>
> Source: U.S. Department of Housing and Urban Development, Office of Community Planning and Development, *Fair Housing for HOME Participants*, May 2005, page 1

The way HUD determines compliance with the AFFH Certification is through a review of the City's Consolidated Annual Performance and Evaluation Report (CAPER). In the CAPER, City submits a narrative statement on actions taken to affirmatively further fair housing during the prior program year (July 1 to June 30).

HUD has issued the following guidance:

> Once the jurisdiction completes the AI, it must report on its implementation by summarizing the impediments identified in the analysis and describing the actions taken to overcome the effects of the impediments identified through the analysis in its Consolidated Annual Performance and Evaluation Report (CAPER). Although AIs are not submitted or approved by HUD, each jurisdiction should maintain its AI and update the AI annually where necessary. Jurisdictions may also include actions the jurisdiction plans to take to overcome the effects of impediments to fair housing choice during the coming year in the Annual Plan that is submitted as part of the Consolidated Plan submission.
>
> Source: Memorandum from Nelson R. Bregon, General Deputy Assistant Secretary for Community Planning and Development to CPD Office Directors, FHEO HUB Directors, FHEO Program Center Directors and FHEO Equal Opportunity Specialists, September 2, 2004, page 2

B. MEANING AND SCOPE OF FAIR HOUSING IMPEDIMENTS

What is an impediment? According to HUD, impediments are --

> *Any actions, omissions, or decisions taken* ***because of*** *race, color, religion, sex, disability, familial status, or national origin which restrict housing choices or the availability of housing choices. (Intent)*
>
> *Any actions, omissions, or decisions which* ***have the effect*** *of restricting housing choices or the availability of housing choices* ***because of*** *race, color, religion, sex, disability, familial status, or national origin. (Effect)*

A lack of affordable housing in and of itself, HUD has pointed out, is not an impediment to fair housing choice, unless it creates an impediment to housing choice *because* of membership in a protected class.

Impediments may exist due to one or more of the following:

- Saying or doing something openly discriminatory.
- Treating some people differently than others because of their protected class.
- A policy that on its face seems neutral, but has a disparate impact on members of a protected class.

There are two types of impediments – private and public impediments. The nature and scope of private sector impediments are essentially actions or practices that are prohibited by the following fair housing laws:

- 1968 Federal Fair Housing Act
- 1988 Federal Fair Housing Act
- 1974 Federal Equal Credit Opportunity Act
- 1959 State Unruh Civil Rights Act
- 1977 Housing Financial Discrimination Act
- 1980 State Fair Employment and Housing Act

These laws prohibit housing discrimination, discriminatory advertising, blockbusting, steering, denial of reasonable accommodations, redlining, and other unlawful practices.

California's Fair Employment and Housing Act states it is unlawful:

> To discriminate through *public* or private *land use practices*, *decisions*, and *authorizations* because of race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income, or ancestry. Discrimination includes, but is not limited to, restrictive covenants, *zoning laws*, *denials of use permits*, and *other actions authorized under the Planning and Zoning Law* (Title 7 (commencing with Section 65000)), that make housing opportunities unavailable. [Emphasis added]

Examples of public sector impediments include a definition of "family" inconsistent with fair housing laws, conditional use permit requirements for housing for the disabled, and the lack of a reasonable accommodation procedure.

C. PARTICIPANTS IN THE AI

The lead agency for preparation of the *AI* and *Fair Housing Action Plan* is the Business Support and Neighborhood Programs Division of the Community and Economic Development Department. Valuable input to the AI/FHAP was provided by:

- Building & Safety Division
- Planning Department
- Fair Housing Council of Riverside County, Inc.

The Fair Housing Council will have the primary responsibility for addressing many of the private sector impediments. The City will amend its agreement with the Fair Housing Council in order to describe the actions to be accomplished by the Council.

The Planning Department will address many of the public sector impediments. Some of these impediments were identified in the City's *2008-2014 Housing Element of the General Plan.*

D. PUBLIC PARTICIPATION

HUD has stated that because fair housing planning is a component of the Consolidated Plan, the citizen participation requirements for the Consolidated Plan (24 CFR 91) applies to the preparation of the AI and Fair Housing Action Plan.

Source: U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, *Fair Housing Planning Guide*, Volume 1, March 1996, page 4-3.

1. Fair Housing Workshops

Fair housing workshops were held on October 29, 2012 and November 14, 2012. The first workshop was attended by residents and public service agencies. An overview of the scope and purpose of the AI was given to the attendees. Housing concerns mentioned at the workshop primarily pertained to the great need for rental assistance. On-site apartment resident managers were invited to the second focus group workshop. The Fair Housing Council distributed information on fair housing training to those in attendance. The main concern raised at the focus group workshop was reasonable accommodations, particularly the issue of reasonable accommodation requests to smoke marijuana and cultivate it on the site.

A third workshop was held at City Hall on February 27, 2013. At this workshop, the Fair Housing Council provided training to resident apartment managers. Additional workshops will be conducted in the future to address the impediments identified in the *AI*. During the course of completing the AI, the City has assembled the names, addresses, phone numbers and e-mail addresses of the resident apartment managers. As a result, the City and Fair Housing Council will be able to directly inform the managers on how to address fair housing impediments such as the lack of a written policy on the accommodation of service and companion animals for disabled persons. Additionally, information on emerging fair housing issues will be provided to the managers on an as-needed basis.

2. Resident Fair Housing Survey

A major effort was undertaken by the City and Fair Housing Council to obtain public participation through the completion of a fair housing survey. The purpose of the survey was to obtain resident opinions on housing discrimination. Respondents, for instance, were asked whether they thought housing discrimination exists in Moreno Valley and to give examples of discriminatory practices. Additionally, information was obtained on the characteristics of the respondents in order to compare them to those of City's entire population.

The Fair Housing Council administered the survey by posting it on its website, through telephone surveys and talking with visitors to its offices, and also at events located in the City. The survey results will be available in March 2013. The survey instrument is reproduced on pages 7 and 8.

E. REPORT FORMAT

Besides this Introduction, the Report includes the following Sections:

Section 2 – Fair Housing Progress Report: The prior *Analysis of Impediments to Fair Housing Choice* contained actions that were scheduled to be taken during the 2008-2013 time period. Section 2 describes the actions taken during the past five years to eliminate or ameliorate the identified impediments.

Section 3 – Fair Housing Action Plan: This Section presents a new multi-year *Fair Housing Action Plan*. There are two impediment categories – public sector and private sector impediments. A summary description is given of each identified impediment. The actions the City plans to have its fair housing provider undertake are described in the *Fair Housing Action Plan*. Additionally, actions to be taken by the City are described in Section 3. Finally, actions are described to address affirmatively furthering fair housing through the location of affordable housing.

Appendix A – Fair Housing Community Profile: This Appendix presents demographic information on general housing and population characteristics, population growth in Moreno Valley, demographics of the protected classes, household income for different racial groups and Hispanic households, and other information.

Appendix B – Private Sector Fair Housing Analysis: This Appendix presents information on private sector impediments such as housing discrimination, blockbusting, discriminatory advertising, denial of reasonable accommodations or modifications, hate crimes and unfair lending.

Appendix C - Public Sector Fair Housing Analysis: This Appendix describes the public sector impediments. These impediments were identified through a survey regarding local governmental codes or policies and practices that may result in the creation or perpetuation of one or more impediments to fair housing choice. The survey has a particular focus on land use and zoning regulations, practices and procedures that can act as barriers to the situating, development, or use of housing for individuals with disabilities. It also touches on areas that may affect fair housing choice for families with children or otherwise serve as impediments to full fair housing choice.

Appendix D – AFFH Through the Location of Affordable Housing: A lack of affordable housing in and of itself, HUD has pointed out, is not an impediment to fair housing choice, unless it creates an impediment to housing choice *because* of membership in a protected class. However, recent court cases and recent events have demonstrated that the location of affordable housing is regarded as a means of AFFH. This Appendix describes the characteristics of the census tracts in which affordable housing is located.

Appendix E – Persons Consulted and Data Sources: The Appendix lists all the persons consulted and the data sources which were used to prepare the *AI and Fair Housing Action Plan.*

City of Moreno Valley - Resident Fair Housing Survey

Please check the appropriate box.

1. What is your living situation?

   - ❑ I own a home
   - ❑ I rent

2. What is your type of household?

   - ❑ Married couple with children
   - ❑ Married couple without children
   - ❑ Female householder with children
   - ❑ Male householder with children
   - ❑ Other

3. Do you or any member of your household have a disability?

   - ❑ Yes
   - ❑ No

4. Have you ever experienced housing discrimination while a resident of Moreno Valley?

   - ❑ Yes, I have
   - ❑ I think I may have
   - ❑ No, I have not (if you check this box go to questions 8-11)
   - ❑ I don't know (if you check this box go to questions 8-11)

5. Why do you believe you were discriminated against? Because of your -

   - ❑ Race
   - ❑ Color
   - ❑ Religion
   - ❑ National Origin
   - ❑ Ancestry
   - ❑ Gender
   - ❑ Marital Status
   - ❑ Family Status (because of your children)
   - ❑ Disability
   - ❑ Sexual Orientation
   - ❑ Source of Income (i.e., welfare)
   - ❑ Age
   - ❑ Other

6. Which of the following best describes the person who discriminated against you?

   - ❑ My landlord/property manager
   - ❑ A real estate agent
   - ❑ A mortgage loan officer
   - ❑ A home owner's insurance agent
   - ❑ City staff

   Other:_____

7. What did that person do to discriminate against you?

- ❑ Would not allow me to modify my apartment unit to meet my needs.
- ❑ Would not allow me to have my service (or companion) animal even though I need one.
- ❑ Manager would not rent to me because I have children.
- ❑ Told me the apartment unit was not available when I called even though I later found out it was.
- ❑ Showed me homes to buy in neighborhoods that I did not want to see.
- ❑ Told me that certain people were moving into the neighborhood and suggested that I sell my home.
- ❑ Manager made negative comments about my race.
- ❑ Manager told me the 2-bedroom unit I wanted to rent was too small because each of my kids needs a separate bedroom.
- ❑ Offered me loans at too high an interest rate.
- ❑ Offered me home owner's insurance at too high a cost.

Other:_____

8. Do you know to whom you would report housing discrimination?

- ❑ Yes
- ❑ No
- ❑ Not sure

9. If yes, who would you report the housing discrimination to? (you may check more than box)

- ❑ Police
- ❑ City Staff
- ❑ Fair Housing Council of Riverside County, Inc.
- ❑ Mayor
- ❑ U.S. Department of Housing and Urban Development (HUD)
- ❑ Inland Fair Housing and Mediation Board
- ❑ State of California
- ❑ Fair Housing Foundation
- ❑ Other:_____

10. Please check the box that best describes your ethnicity:

❑ Of Hispanic, Latino or Spanish Origin ❑ **No**, not of Hispanic, Latino or Spanish Origin

11. Please check the box that best describes your race:

Race

- ❑ White
- ❑ Black/African American
- ❑ American Indian or Alaska Native
- ❑ Asian
- ❑ Native Hawaiian, Other Pacific Islander
- ❑ Some Other Race
- ❑ Two or More Races

Section 2

SECTION 2 - FAIR HOUSING PROGRESS REPORT

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A. INTRODUCTION

The study required by HUD regulations is known as the *Analysis of Impediments to Fair Housing Choice* or *AI*. The City's prior *AI* was adopted in 2008. HUD's guidelines suggest that an *AI* should document the progress made on implementing the recommended actions of the prior *AI*. In this way, the City can document impediments that have been ameliorated or removed. Impediments that have been removed do not need to be considered in the *2013-2018 AI and Fair Housing Action Plan*.

B. PROGRESS ON IMPLEMENTING THE 2008-2013 FAIR HOUSING ACTION PLAN

Table 2-1 describes the following:

- Ten actions recommended to ameliorate or remove private sector impediments
- Seven actions recommended to ameliorate or remove public sector impediments
- Accomplishments achieved between 2008 and 2013

Table 2-1
City of Moreno Valley
Progress Report: Fair Housing Action Plan –
Program Year 2008-2009 to Program Year 2012-2013

Private Sector Actions	Accomplishments
Support fair housing services in order to ameliorate the impacts of housing discrimination.	During the period from PY 2008/2009 through PY 2012-2013, the City contracted for fair housing services with the Fair Housing Council of Riverside County, Inc.
Provide access to home improvement financing through low interest and deferred loans.	Access to financing is provided through the Home Improvement Loan Program (HILP), Mobile Home Grant Program, and Habitat for Humanity Mobile Home Rehabilitation Program
Support fair housing services in order to inform residents on how to recognize and avoid predatory lending, blockbusting/panic selling, and steering.	The Fair Housing Council of Riverside County provides fair housing services to residents. Fair housing workshops are periodically conducted on a range of topics
Develop a directory of hate victim services and establish protocol for having the Police Department refer hate crime victims to available services.	The City supports a "211 Telephone Public Service" which maintains a directory of victim services and provides victims with referrals to service providers.
Continue to maintain an awareness of professional organizations that guide the day-to-day practice of real estate agents and property management companies.	The City continues to maintain an awareness of these organizations and how they affect housing in Moreno Valley. These organizations include the Inland Valley Association of REALTORS, California Apartment Association, Apartment Association of the Greater Inland Empire, and the Apartment Association of San Bernardino County.

Table 2-1 continued
City of Moreno Valley
Progress Report: Fair Housing Action Plan –
Program Year 2008-2009 to Program Year 2012-2013

Private Sector Actions	Accomplishments
Encourage the Riverside Press-Enterprise to identify in its Fair Housing Notice the agencies that can respond to fair housing questions.	The Press-Enterprise has not yet amended its Fair Housing Notice to include the name and telephone number of the Fair Housing Council of Riverside County, Inc. In March 2013, the FHCRC and City transmitted a letter to the Press-Enterprise suggesting that the Fair Housing Notice identify the Fair Housing Council as an agency that can respond to reader questions regarding fair housing.
Encourage the Riverside Press-Enterprise to publish a "no pets" disclaimer that indicates rental housing owners must provide reasonable accommodations, including "service animals" and "companion animals" for disabled persons.	The Press-Enterprise has not yet published a written "no pets" disclaimer. In March, the City and Fair Housing Council transmitted a letter to the Press-Enterprise suggesting the text that should be added to the Fair Housing Notice.
Prepare a summary of reasonable accommodation requirements and transmit this information to the owners and managers of large apartment communities.	This information was transmitted to the manager of the Ironwood Villas Apartments on November 14, 2012. The information also was provided to property managers who attended a FHCRC Training Workshop on February 27, 2013.
Provide a link to the State Department of Fair Employment and Housing video on reasonable accommodations.	The City will provide the following link www.dfeh.ca.gov to the DFEH. At the Department's website the video Fair Housing and Disability: Reasonable Accommodations can be accessed as well as videos on other fair housing subjects. The City will post the link before the end of Program Year 2012-2013.
Produce a directory of accessible apartment housing.	The City conducted apartment surveys in 2007 and 2012. A question was asked of local property managers on the number of accessible apartment units. The data was not conclusive as many managers were unsure of the number. As a result information is being collected on the number of apartment complexes built for first occupancy after March 13, 1991, which is the date the Fair Housing Act's accessibility guidelines took effect.

Table 2-1 continued
City of Moreno Valley
Progress Report: Fair Housing Action Plan –
Program Year 2008-2009 to Program Year 2012-2013

Public Sector Actions	Accomplishments
Augment FHCRC services to provide foreclosure counseling.	In 2008, the Fair Housing Council of Riverside County, Inc. added a comprehensive Foreclosure Prevention/Loss Mitigation Program to the service offered residents. The program provides homeowners that are either at risk of foreclosure or already in the foreclosure process with no cost assistance in negotiating with lenders in order to avoid losing their homes.
Transmit to the County of Riverside Housing Authority information on areas of minority and low-income concentrations.	The City has analyzed the 2010 Census in regard to the minority population in each census tract. However, HUD plans to release information on low and moderate income areas by the summer of 2014. The City will transmit minority population data to the Housing Authority by the end of Program Year 2012-2013. Low and moderate income data will be transmitted to the Housing Authority by the summer of 2014.
Transmit to the County of Riverside Housing Authority an inventory of rental housing. communities located outside areas of minority and low income concentrations.	The City is in the process of identifying apartment communities located outside areas of minority and low income concentrations. The City will transmit this information to the Housing Authority before the end of PY 2012-2013.
Amend the Development Code to include a specific disability definition that is consistent with the one in the Fair Housing Act.	The Development Code was not amended to add a "disability" definition. This action will be implemented in the first year of the PY 2013-2018 Fair Housing Action Plan.
Revise the Development Code to permit on-site supportive services to meet the non-housing needs of the disabled populations.	The City's Housing Element indicates that transitional and supportive housing is allowed in all residential zones.
Amend the Development Code to include a reasonable accommodation procedure as a means of enabling disabled persons to request a modification from zoning, building and land use rules, standards, and policies.	The Development Code was not amended to to include a "reasonable accommodation procedure." This action will be implemented in the first year of the FY 2013-2018 Fair Housing Action Plan.
Provide a link to the State Department of Fair Employment and Housing's (DFEH) six-minute video on reasonable accommodations for tenants.	The City will provide the following link www.dfeh.ca.gov to the DFEH. At the website residents will be able to access information on reasonable accommodations and other fair housing topics.

Section 3

Item No. E.4

SECTION 3 - FAIR HOUSING ACTION PLAN

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A. INTRODUCTION

Public sector and private sector impediments to fair housing choice are described in detail in Appendices B and C. Section 3 describes the actions to be taken between mid-year 2013 and mid-year 2018 to remove or ameliorate impediments to fair housing choice and, thereby, affirmatively further fair housing.

B. PUBLIC SECTOR IMPEDIMENTS AND ACTIONS TO BE TAKEN

Table 3-1 describes the following:

- Public sector impediments, which are described greater detail in Appendix B
- Actions which will be taken to ameliorate or remove the impediment
- Time schedule for completion of the actions

The City will be responsible for implementing the recommended actions which address public sector impediments.

Appendix B describes in more detail the public sector impediments and recommended actions.

C. PRIVATE SECTOR IMPEDIMENTS AND ACTIONS TO BE TAKEN

Table 3-2 describes the following:

- Private sector impediments, which are described greater detail in Appendix C
- Actions which will be taken to ameliorate or remove the impediment
- Time schedule for completion of the actions

Many of the actions will be the responsibility of the Fair Housing Council of Riverside County, Inc. The Fair Housing Council is Moreno Valley's fair housing provider. Annually, the City allocates CDBG funds to support the services of the Fair Housing Council

Appendix C describes in more detail the private sector impediments and recommended actions.

Table 3-1
City of Moreno Valley
Summary of Public Sector Impediments
Action Plan Recommendations and Action Plan Schedule

Impediments	Action Plan Recommendations	Action Plan Schedule
Housing for Disabled Persons – Disability Definition		
HUD encourages cities to provide a definition of "disability" in its planning and zoning codes.	In order to affirmatively further fair housing, the City will establish a specific disability definition that is identical to the one in the Federal Fair Housing Act. The definition will be included in the Reasonable Accommodation Procedure.	The disability definition will be added to the Planning and Zoning Code in Program year 2013-2014.
Housing for Disabled Persons – Supportive Services		
HUD encourages cities to make provisions for housing with supportive services in the planning and zoning codes. The City's zoning regulations do not explicitly prohibit or permit transitional and supportive housing in residential zones.	The Planning and Zoning Code will be revised to define transitional and supportive housing and to indicate the residential zones in which such housing is permitted.	The Planning and Zoning Code will be amended in Program Year 2013-2014.
Housing for Disabled Persons – Reasonable Accommodation Procedure		
HUD, the Federal Department of Justice and the California Attorney General's Office all encourage cities to adopt a reasonable accommodation procedure. This procedure provides a means for disabled persons to requests exceptions from the development standards of a planning and zoning code and the standards of a building code.	The City will adopt a reasonable accommodation procedure.	The reasonable accommodation procedure will be adopted in Program Year 2013-2014.

Table 3-1 - continued
City of Moreno Valley
Summary of Public Sector Impediments
Action Plan Recommendations and Action Plan Schedule

Impediments	Action Plan Recommendations	Action Plan Schedule
Special Needs Populations		
HUD encourages cities to address special needs populations through provisions in their planning and zoning codes and policies contained in their planning documents.	The City will address special needs populations through the policies of the Consolidated Plan and Housing Element. In the Housing Element Update (to be adopted by October 2013), the City must address the needs of the developmentally disabled population. The City also will consider amending the Planning and Zoning Code to include a definition and development standards for special needs housing.	The special needs populations will be addressed annually as part of the Consolidated Plan's Annual Action Plans. A definition and development standards for special needs housing will be considered in Program Year 2014-2015.
Senior Housing		
Under federal law housing discrimination against families with children is permitted only in housing in which all the residents are 62 years of age or older or where at least 80% of the occupied units have one person who is 55 years of age or older. Generally, California law states that a housing provider using the lower age limitation of 55 years must have at least 35 units to use the familial status discrimination exemption. Also, California law, with narrow exceptions, requires all residents to be "senior citizens" or "qualified permanent residents", pursuant to Civil Code §51.3. The Planning and Zoning Code needs to be amended to contain a more precise definition of "senior housing."	The City will amend the Planning and Zoning Code by adding a senior housing definition. Many cities define senior housing as follows: Senior citizen housing shall mean a housing development consistent with the California Fair Employment and Housing Act (Government Code Section 12900 et. seq., including 12955.9 in particular), which has been "designed to meet the physical and social needs of senior citizens," and which otherwise qualifies as "housing for older persons" as that phrase is used in the Federal Fair Housing Amendments Act (42 U.S.C. 3607(b)) and implementing regulations and as that phrase is used in California Civil Code Section 51.2 and 51.3.	A senior housing definition and other senior housing topics will be considered in Program Year 2014-2015.

Table 3-2
City of Moreno Valley
Summary of Private Sector Impediments
Action Plan Recommendations and Action Plan Schedule

Impediments	Action Plan Recommendations	Action Plan Schedule
Housing Discrimination		
Based on past trends, about 165 housing discrimination complaints will be filed during the five year period between 2013 and 2018. The bases for most of these complaints are likely to be race/color and disability.	The City and Fair Housing Council of Riverside County, Inc. will continue to offer to its residents fair housing services The Fair Housing Council will post on its website a page where residents can input their fair housing questions.	Ongoing; Program Year 2013-2014 to Program Year 2017-2018
Brokerage Services		
No impediment was found. Brokerage services as defined by the Federal Fair Housing Act pertain to the MLS and real estate organizations. However, fair housing and real estate practices are of interest because of the number of homes that will be sold and bought in Moreno Valley over the next five years.	The City and Fair Housing Council of Riverside County, Inc. will arrange a meeting with IVAR's Fair Housing Committee, which meets the third Tuesday of every month, to explore fair housing topics.	Two meetings: Program Year 2014-2015 and Program Year 2017-2018
Steering		
Steering may adversely impact homebuyers in their search process and when they apply for a loan. Steering also may adversely impact renters when they seek an apartment. Corrective actions have been taken regarding loan steering so that abuse may not happen in the future as frequently as it occurred in the early to mid- 2000s. However, the steering of apartment seekers is likely to continue, although it is not possible to measure its frequency.	The Fair Housing Council - as part of its home buyer counseling services – will provide examples of how to detect "steering" during the home search process and how to detect "loan steering." The Fair Housing Council will offer information to renters attending workshops on how to detect steering behavior by resident property managers.	Ongoing: Program Year 2014-2015 to Program Year 2017-2018

Table 3-2 - continued
City of Moreno Valley
Summary of Private Sector Impediments
Action Plan Recommendations and Action Plan Schedule

Impediments	Action Plan Recommendations	Action Plan Schedule
Appraisal Practices		
Complaints regarding appraisal discriminatory practices are not routinely collected by local, State or Federal agencies. It may occur but would-be homebuyers are in the best position to detect potentially discriminatory practices.	The Fair Housing Council will add "how to read an appraisal report" to its homebuyer counseling services.	Program Year 2014-2015 to Program Year to Program Year 2017-2018
Lending Practices		
The potential for a high percentage of FHA loans becoming seriously delinquent will disproportionately affect Hispanic home buyers as 70% bought their homes with FHA/VA financing. As the FHA/VA reduces its market share of mortgage credit, fewer minorities will be able to obtain loans to purchase a home. Disparities exist among the loan denial rates experienced by minority loan applicants compared to White loan applicants. Bank of America has a loan denial rate considerably higher than other major lenders.	The City and Fair Housing Council will annually monitor the HMDA data to establish long-term trends in loan denial rates. The City and Fair Housing Council will maintain an inventory of FHA and low down payment financed homes. The City and Fair Housing Council will monitor on a regular schedule the notices of default by address made available by the County Recorder's Office or through a subscription service. The City and Fair Housing Council will match the notices of default by address to the addresses of the low down payment financed homes. The Fair Housing Council will contact the borrowers in default and inform them of default and foreclosure counseling services available to homeowners at risk of losing their homes.	Ongoing: Program Year 2013-2014 to Program Year 2017-2018

Table 3-2 - continued
City of Moreno Valley
Summary of Private Sector Impediments
Action Plan Recommendations and Action Plan Schedule

Impediments	Action Plan Recommendations	Action Plan Schedule
Homeowner's Insurance		
As Moreno Valley has the second lowest home owners insurance premiums of the eight areas studied, there are no major impediments. However, without adequate knowledge consumers could pay more than they need to for appropriate insurance coverage.	The Fair Housing Council will add "homeowners insurance" and "CLUE Reports" to its homebuyer counseling services. The Fair Housing Council will provide educational services to home buyers and borrowers so they understand the impact of CLUE Reports and can compare homeowner's premium rates.	Ongoing: Program Year 2014-2015 to Program Year 2017-2018
Property Management Practices		
Property management practices pertaining to service and companion animals; reasonable accommodations; and modifications can pose impediments to fair housing choice.	The Fair Housing Council will update the list of the names and e-mail addresses of the resident apartment managers. The City and Fair Housing Council will arrange an "informational session" between the fair housing counselors and resident managers to exchange insights on a variety of fair housing issues. The City and Fair Housing Council will continue to inform resident managers by transmitting information to their e-mail and/or physical addresses.	Informational Session to be held PY 2013-2014 Transfer information to resident managers; ongoing: Program Year 2014-2015 to Program Year 2017-2018

Table 3-2 - continued
City of Moreno Valley
Summary of Private Sector Impediments
Action Plan Recommendations and Action Plan Schedule

Impediments	Action Plan Recommendations	Action Plan Schedule
Reasonable Modifications or Accommodations		
A fair housing impediment is the practice of apartment managers to refuse disabled renters either a reasonable modification or reasonable accommodation.	The City and Fair Housing Council will transmit to the resident apartment managers a model written policy regarding reasonable accommodations and modifications. The City and Fair Housing Council will continue outreach to resident apartment managers through training sessions, workshops, correspondence and other means. As new information becomes available, the City and Fair Housing Council will transmit it the resident apartment managers' e-mail and/or physical addresses.	Transmit model written policy: Program Year 2014-2015 Continue Outreach: 2014-2015 to Program Year 2017-2018
Discriminatory Advertising		
Ads containing discriminatory words or phrases are infrequently published. However, ads with discriminatory words or phrases may be published in the future. Additionally, ads stating "no pets" may discourage disabled persons from applying for the apartment housing advertised in print publications.	The City and Fair Housing Council of Riverside County, Inc. will continue to work with the Press-Enterprise to amend its fair housing notice with regard to: 1) placing the notice closer to the for rent ads; 2) add the protected classes per State law; 3) explain that service and companion animals are not pets; and 4) add the Fair Housing Council phone number. The Fair Housing Council will semi-annually review ads published in newspapers, on-line apartment search sites, and craigslist. When discriminatory words or phrases are found, the Council will notify the entities placing the ads of the need to remove those words and phrases.	Press Enterprise Fair Housing Notice: Program Year 2012-2013 and Program Year 2013-2014

Hate Crimes		
Hate crimes occur infrequently. When they do occur they can devastate families who believe they must move from the home and neighborhood of their choice. During the five-year period of the AI (2013-2018), about 20 to 25 hate crime events may occur with a home being the location of six to seven. There is a need for a resource directory so victims can be referred to community resources.	The City should prepare a Hate Crime Victims Resource Directory. When that Directory is deemed complete, it should be transmitted to the Police Department to use as a referral resource.	Program Year 2015-2016

Appendix A

APPENDIX A - FAIR HOUSING COMMUNITY PROFILE

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A. INTRODUCTION AND SUMMARY

1. Introduction

The *Fair Housing Community Profile* presents information on Moreno Valley's housing, population and demographic characteristics with a focus on the Fair Housing Act's protected classes. More specifically, information is presented on:

- Population growth trends in Riverside County and Moreno Valley
- City housing, demographic and economic characteristics
- Comparison of City and County demographic and economic characteristics
- Characteristics of fair housing groups residing in Moreno Valley
- Comparison of the status and well-being of the fair housing protected groups

The demographic profile of the protected classes includes information on:

- Race and color
- Sex of households
- National origin/ancestry
- Familial status
- Handicap/disability
- Marital status

The comparison of status and well-being of fair housing protected groups explores:

- Income
- Poverty
- Homeownership
- Crowding

The *Fair Housing Community Profile* data sources include:

- Census 2000
- Census 2010
- American Community Survey
- California Department of Employment
- Fair Housing Council of Riverside County
- California Department of Fair Employment and Housing
- U.S. Department of Housing and Urban Development

The American Community Survey (ACS) data is based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown in the ACS data is the 90% margin of error. The margin of error can be interpreted roughly as providing a 90% probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. The tables presented in the *Fair Housing Community Profile* which are based on the ACS sometimes describe the margin when they are unusually high such as the Asian poverty rate and median household income by race and ethnicity. For the most part, the ACS percentage values are applied to the 2010 Census population and household counts to estimate conditions at that time without documenting the margin of error.

2. Summary

The list below and on pages A-2 and A-3 provides a summary of the information presented in the *Fair Housing Community Profile*:

- Riverside County's population is projected to reach 2,626,200 people by 2020, 3,146,000 people by 2030 and 3,678,100 people by 2040.
- In a few short years, the Hispanic population will comprise more than one-half of Riverside County's population.
- Moreno Valley – with a population of almost 200,000 persons - is the 2nd largest city in Riverside County.
- SCAG forecasts the City's population to reach about 255,100 people in 2035, an increase by about 61,500 people between 2010 and 2035.
- Between 2000 and 2012, the housing stock grew from about 41,400 to almost 55,800 housing units, an increase of about 14,400 housing units.
- Moreno Valley's housing stock is comprised of 55,800 housing units of which 81% are single-family detached homes.
- Moreno Valley's homeownership rate is almost 65% which is slightly lower than that of Riverside County.
- About 51,600 households live in Moreno Valley, of which 42% have lower incomes, meaning less than 80% of Riverside County's median household income.
- Between 2000 and 2010, the labor force grew by about 29,300 workers. The employed work force increased by about 19,400 workers. On the other hand, the number of unemployed workers increased by 10,140 which resulted in a 16.9% jobless rate.
- There are about 75,800 employed residents. Almost 23% of the employed residents work in the educational services, health care and social assistance industry. About 15% of employed residents had jobs in the retail trade industry.
- There are almost 21,700 jobs located in Moreno Valley. Almost 7,100 local jobs are found in the education services and healthcare and social assistance sectors.
- Major employers are government/education related, medical and hospital facilities, and the Mall.
- Of the 75,800 employed residents, 25% work within the City and 75% have a job located outside the City limits.
- About 19% of the almost 193,400 people calling Moreno Valley home are White Alone and about 81% identify with a minority population group.

- Three groups comprise most of the minority population –
  - ✓ Hispanics 54.4%
  - ✓ Blacks 17.2%
  - ✓ Asians 5.9%
- Almost 50% of the Hispanic population identifies with a racial group other than White.
- Excluding married couples, there are an estimated 22,592 householders of which 63% (14,300) are female and 37% (8,292) are male.
- About 48,000 people are foreign born, mainly in Latin America (77%) and Asia (18%).
- There are an estimated 43,200 *family* households, which comprise about 84% of all households. About 24,100 family households have children; therefore, about 47% of all households have children less than 18 years of age (24,115/51,592).
- Disabilities affect about 15,500 people. The elderly (65 years +) comprise about 44% of all disabled people.
- About 47% of the population 15 years of age or older are married and 37.5% have never married.
- Less than 2% of the workers use public transportation as a means to work. About 78% of all workers drive to work alone.
- The poverty rates by race and ethnicity range from a low of 4.4% (Native Hawaiian and Other Pacific Islander) to a high of 35.8% (Asian). The Black (27.1%) and Hispanic (18.5%) poverty rates also are relatively high. It must be noted that the margin of error for the Asian poverty rate was +/-18%.
- Female heads of households both with and without children under 18 experience the highest poverty income rates. About 2,000 female householders with children live in poverty, or about 36% of all such household types.
- The City has about 33,400 owner and 18,200 renter households. Hispanic or Latino renters comprise about 8,000 of the 18,200 renters. The City's 2010 homeownership rate was almost 65%. Homeownership rates ranged from a low of 48.2% (Native Hawaiian and Other Pacific Islander) to a high of 76% (White Alone). Only two groups – Asians and White Alone – had home ownership rates higher than the City's average.
- Crowding is a condition that disproportionately impacts Native Hawaiian and Other Pacific Islander households. Hispanic households, however, comprise about 82% of all crowded households.

B. POPULATION GROWTH IN RIVERSIDE COUNTY AND MORENO VALLEY

1. Population Growth in Riverside County

a. Population Trends and Change by Race and Ethnicity

The racial and ethnic composition of Riverside County's population has been experiencing dramatic change for the past few decades. It passed a major milestone in the 2010 when Riverside County became a majority-minority county. Table A-1 shows in percentage terms the population trends of the White and minority populations.

Table A-1
Riverside County: Population Trends – 2000 and 2010

Year	White	Hispanic	Black	Asian
2000	51.6%	36.2%	6.0%	3.8%
2010	39.7%	45.5%	6.0%	6.0%

Source: Census 2000, Summary File 1 Table P004 - Hispanic or Latino, and Not Hispanic or Latino by Race
American FactFinder, Census 2010, Summary File 1, Table P9: Hispanic or Latino and Not Hispanic or Latino by Race
Table construction by Castañeda & Associates

Table A-2 shows the population change between 2000 and 2010. Although the White population numerically increased by about 80,300 people, it now comprises about 40% of the 2010 County population compared to almost 52% in 2000.

Table A-2
Riverside County: Population Change – 2000-2010

Race/Ethnicity	2000	2010	Population Change
White	788,831	869,068	80,237
Hispanic	559,575	995,257	435,682
Black	92,403	130,823	38,420
Asian & Pacific Islander	58,483	131,770	73,287
American Indian & Alaskan Native	10,135	10,931	796
All Other Races	35,960	51,792	15,832
Total	1,545,387	2,189,641	644,254

Source: Southern California Association of Governments from Census 2000 SF1 and Census 2010 PL 94
Table construction by Castañeda & Associates

The Hispanic population now numbers almost 1 million people, having increased by about 435,700 persons between 2000 and 2010. The Hispanic population accounted for almost 68% of the growth in the past decade.

The Asian population has also experienced tremendous growth having increased by about 73,300 people between 2000 and 2010. In 2000, the Asian population stood at about 58,500 representing 3.8% of Riverside County's population and by the time of 2010 Census, reached 131,770 representing 6.0% of the County's population. The Black population grew by about 38,500 persons and continues to represent about 6.0% of Riverside County's population.

b. Projected Population Growth

Table A-3 shows the projected population growth to 2040. The County's population is projected to reach 2,626,200 people by 2020, 3,146,000 people by 2030 and 3,678,100 people by 2040. Sometime between 2010 and 2020, the Hispanic population will comprise more than one-half of the County's population.

Table A-3
Riverside County Population Projections: 2010-2040

Year	Population	Incremental Increase	Cumulative Increase
2010	2,191,449		
2015	2,381,548	190,099	190,099
2020	2,626,222	244,674	434,773
2025	2,881,356	255,134	689,907
2030	3,145,948	264,592	954,499
2035	3,415,040	269,092	1,223,591
2040	3,678,119	263,079	1,486,670

Source: State of California, Department of Finance, *Interim Population Projections for California and Its Counties 2010-2050,* Sacramento, California, May 2012
Table construction by Castañeda & Associates

Population projections by race and ethnicity are currently unavailable. The Demographic Research Unit of the State Department of Finance will develop full population projections with greater detail, such as age, sex, and race/ethnicity, for California and California counties through 2050 by January 2013. The final projections will encompass more complete sets of assumptions and will reflect the 2010 Census Modified Age Race Sex (MARS) file. These full projections will replace the Interim Projections.

c. Housing Needs

It is expected that most of the immigrants settling in Riverside County will come from the same areas of the globe as those that now reside in the county: Asia and Latin America. They will probably share similar characteristics as today's immigrants. Those from Central America will be younger, have lower levels of education, have higher poverty rates, and have lower levels of English proficiency. Thus, the need for programs that assist immigrants in helping to provide safe and adequate housing will still persist, including fair housing services. There will also be a tremendous demand for housing as the large population born in the 1990s and the first decade of the 21st century become adults and form new households.

2. Population Growth in Moreno Valley

Moreno Valley is located in western Riverside County, about 66 miles east of Los Angeles and 100 miles north of San Diego. Nestled in a valley with mountains serving as a physical boundary from other neighboring communities, the City consists of 50 square miles and is served by the Moreno Valley Freeway (Route 60) and Interstate 215. It has the second largest population of all cities located within Riverside County.

Table A-4 shows that in the past 20 years, the City's population has increased by about 63%, increasing from about 118,800 people in 1990 to about 193,400 people in 2010. Between 2000 and 2010 the City experienced a population increased of almost 51,000 people.

Table A-4
City of Moreno Valley
Population Growth Trends - 1990 to 2010

Year	Population	Incremental Increase	Incremental % Increase	Cumulative Increase	Cumulative % Increase
1990	118,779				
2000	142,381	23,602	19.9%	23,602	19.9%
2010	193,365	50,984	35.8%	74,586	62.8%

Source: U.S. Census of Population and Housing for years 1990, 2000 and 2010
Table construction by Castañeda & Associates

Key characteristics of the population include:

- About 81% of the population belongs to a minority group
- About 54% of the population is Hispanic or Latino
- About 19% of the population is White, Alone

SCAG's RTP 2012 forecasts a population increase of about 61,500 people by the year 2035.

C. MORENO VALLEY'S KEY HOUSING, DEMOGRAPHIC AND ECONOMIC CHARACTERISTICS

1. Housing Supply and Occupancy

Table A-5 on the next page shows the occupancy status of the housing stock in 2000 and 2010. Between 2000 and 2010, the housing stock grew from 41,431 to 55,559 housing units, an increase of 14,128 housing units. Between 2000 and 2010 the number of vacant housing units increased by almost 1,800 dwelling units. As a consequence, the vacancy rate grew from 5.3% to 7.1%. The increase in vacancies may be a result of the economic downturn and an increase in the number of foreclosed and vacant bank-owned homes.

Table A-5
City of Moreno Valley
Housing Stock by Occupancy Status – April 2000 and April 2010

Occupancy Status	Number of Housing Units 2000	Number of Housing Units 2010
Occupied	39,225	51,592
Vacant	2,206	3,967
Total	41,431	55,559
Percent Vacant	5.3%	7.1%

Source: Census 2000 Summary File 1 Table H003 - Occupancy Status (Housing Units)
U.S. Census Bureau, DP-1 Profile of General Population and Housing Characteristics: 2010, Housing Tenure
Table construction by Castañeda & Associates

With regard to the vacancy estimate, the Demographic Research Unit of the Department of Finance states the following:

> Occupied housing units are estimated by applying a derived civilian vacancy rate, based on 2010 benchmark data, to the estimated civilian housing units. Adjustments to the census vacancy rates are made periodically; however, exact data on foreclosures and other housing market indicators were not available to adjust vacancy rates.

An estimated 225 housing units were added to the housing stock between April 1, 2010 and December 31, 2011, according to the Demographic Research Unit (DRU) of the State Department of Finance.

2. Housing Types (Units in Structure)

Table A-6 shows Moreno Valley's housing types in 2000 and 2012. Moreno Valley's existing housing stock (January 2012) is comprised of about 55,800 housing units. The basic distribution of housing types is essentially unchanged from 12 years ago – the clear majority (80+ %) of the housing stock consists of single family detached homes. Multi-family housing (5+units) increased from 8.5% to 12.2% of the housing stock. While not large in percentage terms, mobile homes continue to be an important resource as they account for almost 1,400 housing units.

With respect to the 2012 estimate, the DRU of the Department of Finance states the following:

> American Community Survey (ACS) data were used to distribute 2010 census housing units into our standard housing types (single detached units, single attached units, two to four units, five plus or apartment units, and mobile homes). Housing units are estimated by adding new construction and annexations and subtracting demolitions and conversions starting from the 2010 benchmark or based on the prior year's estimate. Housing unit changes are supplied by local jurisdictions and the U.S. Census Bureau.

Table A-6
City of Moreno Valley
Units in Structure: 2000 and 2012

	2000		2012	
Units in Structure	**Number of Units**	**Percentage Distribution**	**Number of Units**	**Percentage Distribution**
Single Family, Detached	34,594	83.4%	44,997	80.7%
Single Family, Attached	892	2.2%	1,127	2.0%
2 to 4 Units	1,390	3.4%	1,505	2.7%
5 Units+	3,543	8.5%	6,791	12.2%
Mobile Homes, Boat, RV, Van, etc.	1,043	2.5%	1,364	2.4%
Total	41,462	100.0%	55,784	100.0%

Sources: Census 2000, Summary File 3 Table DP-4 Profile of Profile of Selected Housing Characteristics: 2000, Units in Structure. California Department of Finance (DOF) Series E-5 City/County Population and Housing Estimates, 1/1/12
Table construction by Castañeda & Associates

3. Homeownership

Homeownership is a key indicator of community well being. Increases or decreases in the percentage of owner-occupied housing, especially in communities that are not high growth, indicates a change in the balance of renter-occupied to owner-occupied housing.

Table A-7 shows the 2000 and 2010 homeownership rates for Moreno Valley, Riverside County, California and the nation. In 2000, the City had a somewhat higher ownership rate than Riverside County. In 2010, however, the reverse was the case, which may be caused by the number of foreclosed homes that became renter-occupied by the time of the decennial Census.

Table A-7
Comparison of Homeownership Rates by Year

Area	2000	2010
Moreno Valley	71.1%	64.7%
Riverside County	68.9%	67.4%
California	56.9%	55.9%
Nation	66.2%	65.1%

Source: 2000 Census Summary File 1, Table H15 Tenure by Household Size
2010 Census DP-1 Profile of Population and Housing Characteristics: 2010, Housing Tenure
Table construction by Castañeda & Associates

During the last decade the City's home ownership rate decreased by 6.4%. The increase in the vacancy rate and decrease in the ownership rate may indicate that there are unoccupied and rented single family homes that could become owner occupied over time.

4. Household Income

'Fair housing choice', according to HUD, means the ability of persons of *similar income levels* regardless of race, color, religion, sex, national origin, handicap and familial status to have available to them the same housing choices. This means, for instance, that households of different races but with similar income levels should have available to them the same housing choices. Another example is that female householders, male householders and married couples with similar income levels should have available to them the same housing choices. A housing market that treats female and male householders with incomes of $60,000 *differently* would not be providing fair housing choice.

Household income is the key determinant of ability to pay for housing. For many households, their income is too limited to afford existing housing. A larger number of households have incomes too low to afford new housing, as new housing is usually more expensive than existing housing.

Between 2000 and 2010 household incomes have obviously increased. So, too, has the cost of living. Data are too limited to determine whether the economic well being of the City's householders has been enhanced since Census 2000.

Table A-8 shows the number and percentage of households in ten income groups. Moreno Valley's median household income in 2010 was $48,907 compared to $47,387 in 2000, an increase of 3.2%. Between 2000 and 2010, the number of households with annual incomes of less than $50,000 increased by about 5,500. The percentage of households with incomes of less than $50,000 was about the same in 2000 (52.9%) and 2010 (50.8%). These data reveal the lack of substantial income gains between 2000 and 2010, which could be the result of underemployment – that is, households adjusting from full- to part-work or working in jobs with wages lower than their previous jobs.

The percentage of households with incomes between $50,000 and $99,999 decreased from 37.2% to 33.9%. On the other hand, households with incomes of $100,000 or more increased from 9.9% to 15.3%

The City's CDBG and HOME programs as well as state and federal affordable housing programs are directed at addressing the needs of lower income households – those having incomes less than 80% of the Riverside County median income.

Table A-9 shows the number and percentage of households in five income groups, based on each group's percentage of the County median household income. About 21,700 households have annual incomes below 80% of Riverside County's median household income. This number represents about 42% of all households. Most communities in Riverside County have about 40% of their households in the lower income group (<80%).

Table A-8
City of Moreno Valley
Household Income Distribution: 2000 and 2010

Household Income	2000	Percent	2010	Percent
Less than $10,000	2,550	6.5%	2,838	5.5%
$10,000 to $14,999	1,805	4.6%	3,199	6.2%
$15,000 to $24,999	4,590	11.7%	5,778	11.2%
$25,000 to $34,999	4,551	11.6%	6,294	12.2%
$35,000 to $49,999	7,257	18.5%	8,100	15.7%
$50,000 to $74,999	9,337	23.8%	10,318	20.0%
$75,000 to $99,999	5,257	13.4%	7,171	13.9%
$100,000 to $149,999	3,099	7.9%	5,314	10.3%
$150,000 to $199,999	510	1.3%	1,857	3.6%
$200,000 or more	275	0.7%	722	1.4%
Total	39,229	100.0%	51,592	100.0%

Note: Occasionally, the tables will have slightly different counts of the number of households because for some the source is SF 1 (complete count) while for others it may be SF 3 (sample).
Source: Census 2000 Summary File 3 (SF3) Table P052: Household Income in 1999 and American Community Survey (ACS), 2010 1-Year Estimates, DP03, Selected Economic Characteristics, Income and Benefits (in 2010 Inflation-Adjusted Dollars)
Table construction by Castañeda & Associates

Table A-9
City of Moreno Valley: Income Groups by Tenure: 2010

	Tenure					
Income Group	Owner	Percent	Renter	Percent	All Households	Percent
Extremely Low 0-30% AMI	2,137	6.4%	3,676	20.2%	5,813	11.3%
Very Low 30-50% AMI	2,838	8.5%	3,130	17.2%	5,968	11.6%
Low 50-80% AMI	5,643	16.9%	4,313	23.7%	9,956	19.3%
Above Low 80-100% AMI	3,907	11.7%	2,020	11.1%	5,927	11.5%
Above Median 100%+	18,868	56.5%	5,060	27.8%	23,928	46.3%
Total	33,393	100.0%	18,199	100.0%	51,592	100.0%
Percent	64.7%		35.3%		100.0%	

Note: AMI refers to Area Median Income
Source: U.S. Department of Housing and Urban Development, 2005-2009 CHAS data for number and percentage of renter and owner households by income group
U.S. Census Bureau, DP-1 Profile of General Population and Housing Characteristics: 2010, Housing Tenure for total owners and renters; ACS tenure/income group percentages applied to 2010 Census tenure distribution
Table construction by Castañeda & Associates

5. Labor Force/Employment Characteristics

a. Labor Force, Employment and Unemployment Trends

Another key to people's ability to exercise housing choice is employment. This means both jobs within the City as well as the number of local residents that are employed. Employment generates income, which leads to effective housing demand and housing choice.

Table A-10 shows Moreno Valley's labor force and employment characteristics in 2000 and 2010. During the 10-year span, the labor force grew by about 29,300 workers. The employed work force increased by about 19,400 workers. On the other hand, the number of unemployed workers increased by 10,140 which resulted in a 16.9% jobless rate. The increase in the number of unemployed workers and the unemployment rate helps to explain the less than robust income gains which transpired between 2000 and 2010.

Housing choice for all racial and ethnic groups has been diminished by a variety of economic conditions, including the lack of job growth and unemployment.

b. Employed Residents by Industry of Employment

The 75,787 employed residents have jobs in a variety of industries as shown in Table A-11. Almost 23% of the employed residents work in the educational services, health care and social assistance industry. This industry includes jobs at schools, doctor offices, hospitals, nursing care facilities, family and emergency services, child day care and other similar organizations.

About 15% of employed residents had jobs in the retail trade industry. This industry includes jobs at auto dealers, furniture, appliance, grocery and clothing stores, gasoline stations, and other direct selling establishments.

6. Jobs Located in Moreno Valley by Industry

a. Jobs by Industry Sector

There are almost 21,700 jobs located in Moreno Valley. Table A-12 shows the number and types of jobs located within the City limits. There are almost 7,100 local jobs in the education services and healthcare and social assistance sectors. It appears that many employed residents (Table A-11) are employed at local jobs (Table A-12)

b. Major Employers

There is a variety of large businesses, institutions, and agencies that provide both local and regional employment opportunities. The City's major employers are government/education related, medical and hospital facilities, and the Mall.

Table A-10
City of Moreno Valley
Civilian Labor Force and Employment Characteristics for Population 16 Years and Over: 2000 and 2010

Employment Status	2000	2010
Population 16 Years +	95,754	138,930
In the Labor Force	61,878	91,161
Employed	56,429	75,787
Unemployed	5,234	15,374
Unemployment Rate	8.5%	16.9%

Source: 2000 Census, Table DP-3 Profile of Selected Economic Characteristics: 2000, Employment Status Population 16 Years and Over
2010 Census, Table DP-1 Profile of General Population and Housing Characteristics: Sex and Age
2010 American Community Survey 1-Year Estimates, Table DP03 Selected Economic Characteristics, Employment Status Population 16 Years and Over
Table construction by Castañeda & Associates

Table A-11
City of Moreno Valley
Employed Residents 16 Years and Older by Industry

Industry	Number Employed	Percent
Agriculture, forestry, fishing and hunting, and mining	606	0.8%
Construction	6,139	8.1%
Manufacturing	5,154	6.8%
Wholesale trade	3,638	4.8%
Retail trade	11,595	15.3%
Transportation and warehousing, and utilities	5,684	7.5%
Information	1,440	1.9%
Finance and insurance, and real estate and rental and leasing	3,638	4.8%
Professional, scientific, and management, and administrative and waste management services	6,290	8.3%
Educational services, and health care and social assistance	17,355	22.9%
Arts, entertainment, and recreation, and accommodation and food services	6,063	8.0%
Other services, except public administration	3,941	5.2%
Public administration	4,244	5.6%
Total	75,787	100.0%

Source: American FactFinder American Community Survey (ACS) 1-Year Estimates, Table DP03 Selected Economic Characteristics
Table construction by Castañeda & Associates

Table A-12
Number of Jobs Located in Moreno Valley: 2009

Industry Sector	Number of Jobs
Retail Trade	4,482
Educational Services	3,579
Healthcare and Social Assistance	3,495
Accommodations and Food Services	1,985
Other Services (excluding Public Administration)	1,259
Public Administration	1,011
All Other Jobs	5,870
Total	21,681

Source: Riverside County Center for Demographic Research, 2011 Progress Report, Moreno Valley
Table construction by Castañeda & Associates

The two School Districts provide 4,157 jobs:

- The Moreno Valley Unified School District has 23 elementary schools, 6 middle schools, 5 high schools, 2 special education schools, 1 community day school, and 1 continuation school with a total of 35,868 students enrolled in the 2011/2012 school year.

- Val Verde Unified School District has 4 preschools, 13 elementary schools, 6 middle schools, 4 high schools and 1 virtual high school with a total of 19,800 students enrolled.

The City also is home to the Moreno Valley College, which has an enrollment of 11,000 students in the 2010/2011 school year.

The hospital and medical facilities provide about 2,900 jobs.

The Moreno Valley Mall, which opened in October of 1992, is another large employer. The Mall built on 87 acres and has anchor tenants of Macy's, Sears and J.C. Penny.

Many other retail centers have also been built such as Alessandro Plaza, Canyon Springs Plaza, Merchant's Square, the Sunnymead Shopping Center, the Festival at Moreno Valley, and the Moreno Valley Auto Mall that provide a variety of retail jobs.

Three other major employers are retail distribution: Ross Dress for Less, Walgreens and Sketchers.

Most major employers are located along or near transit routes. However, access to some of the comparatively smaller businesses requires private transportation.

Table A-13 identifies the major employers with 400 or more employees.

Table A-13
City of Moreno Valley
Major Employers (400+)-2011

Business	Type of Business	No. of Employees	Location
March Air Reserve Base	Military Reserve Base	9,000	March Air Force Base
Moreno Valley Unified School District	Public Schools	3,490	25634 Alessandro Boulevard
Riverside County Regional Medical Center	County Hospital	2,416	26520 Cactus Avenue
Moreno Valley Mall	Retail Mall	1,760	22500 Town Circle
Ross Dress for Less	Retail Distribution	1,500	17800 Perris Blvd.
City of Moreno Valley Including Police & Fire Depts.	Municipal Government	762	22850 Calle San Juan De Los Lagos
Walgreens Co.	Distribution	694	17500 Perris Blvd.
Val Verde Unified School District	Public Schools	667	Public Schools
Moreno Valley College	Higher Education	555	16130 Lasselle St.
Sketchers USA	Retail Distribution	550	29800 Eucalyptus St.
Phillips Consumer Electronics	Electronics Distribution	484	25300 Globe St.
Kaiser Permanente Community Hospital/Office	Hospital/Medical Services	452	12815 Heacock St.

Source: City of Moreno Valley, *Major Employers*, November 2011
Table construction by Castañeda & Associates

D. TRANSPORTATION PROFILE

1. Place of Work

Almost 76,000 residents are employed. The 2011 American Community Survey found that 25% of the employed residents worked within the City and 75% had a job located outside the city limits.

2. Transportation to Work

Table A-14 reports on transportation to work trends in 1999 and 2010. Key trends are noted below:

- In both time periods, about three of every four workers drove alone to work.
- Workers carpooling have declined both numerically and relatively.
- Workers using public transportation has increased in numbers but declined slightly relatively.
- Of the workers using public transportation, 77% take a bus and another 23% take a train to work.

Table A-14
City of Moreno Valley: Transportation to Work — 1999 and 2010

Means of Transportation	Number of Workers-1999	Percent	Number of Workers-2010	Percent
Drove alone	40,866	74.2%	59,418	78.4%
Carpool	10,424	18.9%	10,080	13.3%
Public transportation	**1,044**	**1.9%**	**1,364**	**1.8%**
Bicycle	138	0.3%	0	0.0%
Walked	398	0.7%	1,288	1.7%
Taxicab, Motorcycle or other	564	1.0%	1,970	2.6%
Worked at Home	1,655	3.0%	1,667	2.2%
Total	55,089	100.0%	**75,787,**	100.0%

Source: Census 2000, Summary File 3, Table P30, Means of Transportation to Work for Workers 16 Years and Over.
American Community Survey (ACS) Table B08101 "Means of Transportation to Work by Age," 2008-2010 American Community Survey 3-Year Estimates
Table construction by Castañeda & Associates

Public transportation services are discussed in Technical Appendix C – Public Sector Impediments Analysis.

E. DEMOGRAPHIC PROFILE COMPARISION TO RIVERSIDE COUNTY

Table A-15 compares Moreno Valley to Riverside County with regard to:

- Protected group characteristics
- Well-being indicators

1. Protected Group Characteristics

The demographic characteristics of Moreno Valley's protected classes are described in detail in Part F. Here a comparison is made between the City's characteristics and those of the entire Riverside County, including all cities and the unincorporated area.

Moreno Valley has a higher minority population percentage than Riverside County as a whole. The percentage of female householders and foreign born populations is almost the same. Moreno Valley is more family oriented than the County as a higher percentage of households are family households and family households with children. The City has a lower percentage of disabled people compared to the County. The City and County have similar percentages of married persons.

Homeownership rates are similar between the City and the County except that the City's Hispanic population enjoys a higher ownership rate. Moreno Valley's All Other Races population has a homeownership rate lower than the County's.

The County's poverty rates by race and ethnicity are lower than the City's except for the Hispanic population. The County's poverty rates for families with children are lower than Moreno Valley's. The City is less affluent than the County. Overcrowding in the City is somewhat less than the County except for all households and Asian households.

Table A-15
Key Indicators: Comparison of Moreno Valley to Riverside County

	Riverside County	Moreno Valley
Protected Group Indicators		
Race/Color - % Minority	**60.3%**	**81.1%**
Sex - % Female Householders	26.6%	27.7%
National Origin - % Foreign Born	22.4%	24.8%
Familial Status - % Family Households	74.4%	83.7%
Familial Status - % Family HHs w/ Children	**37.5%**	**46.7%**
Disabled - % Disabled	10.1%	8.0%
Marital Status - % Married Persons	**49.9%**	**46.8%**
Well-Being Indicators		
Homeownership Rates		
All Households	67.4%	64.7%
White Alone, Not Hispanic or Latino	74.8%	75.9%
Hispanic	**58.3%**	**64.0%**
Black	51.3%	50.9%
Asian	72.1%	72.9%
All Other Races	**59.6%**	**53.2%**
Poverty Income		
All Persons	16.3%	19.4%
White Alone, Not Hispanic or Latino	9.3%	13.2%
Hispanic	**22.7%**	**18.5%**
Black	20.4%	27.1%
Asian	12.2%	35.8%
By Familial Status with Children Under 18		
All Families	18.2%	21.4%
Married Couple Family	12.4%	17.1%
Female Householder No Husband Present	35.1%	35.9%
Affluence		
% of households $100K +	22.0%	15.3%
% of households $150K +	8.3%	5.0%
% of households $200K +	3.3%	1.4%
Overcrowding		
All Households	7.6%	8.7%
White Alone, Not Hispanic or Latino	1.6%	1.6%
Hispanic	18.2%	16.3%
Black	2.6%	0.5%
Asian	5.8%	14.2%

Table construction by Castañeda & Associates

F. PROFILE OF MORENO VALLEY'S FAIR HOUSING PROTECTED CLASSES

1. Introduction

The Fair Housing Act, 42 U.S.C. 3601 et. seq., prohibits discriminatory practices which make housing unavailable to persons because of:

- Race
- Color
- Religion
- Sex
- National Origin
- Familial Status
- Handicap/Disability

The California Fair Employment and Housing Act (Article 2, Section 12955) makes it unlawful:

> to discriminate against or harass any person because of the race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, or disability of that person.

Under the provisions of Civil Code Section 51.2 et. seq. age is a protected class.

Hence, the California law has added the following to the group of protected classes:

- Sexual Orientation
- Marital Status
- Ancestry
- Source of Income
- Age

California law also prohibits discrimination based on arbitrary factors.

Attachment A provides definitions of the fair housing protected classes.

2. Race/Color

Housing discrimination complaint data made on the bases of race or color are noted below:

- 27.6% of all complaints filed with the FHCRC between 2007 and 2012
- 19.7% of all cases filed with the DFEH between 2001 and 2010

a. Race and Ethnic Categories

The Fair Housing Act does not define race. Data on race is required for many federal programs and the Census Bureau collects race data in accordance with guidelines provided by the U.S. Office of Management and Budget (OMB) and these data are based on *self-identification.* The racial categories included in the census form generally reflect a *social definition* of race recognized in this country, and are not an attempt to define race biologically, anthropologically or genetically. In addition, the Census Bureau recognizes that the categories of the race item

include both racial and national origin or socio-cultural groups. Census 2010 and the *American Community Survey* provide for six race categories:

- White Alone
- Black, African American or Negro Alone
- American Indian or Alaska Native Alone
- Asian Alone
- Native Hawaiian or Other Pacific Islander Alone
- Some Other Race Alone

Individuals who chose more than one of the six race categories are referred to as the *two or more races* population, or as the group that reported *more than one* race. All respondents who indicated more than one race can be collapsed into the *two or more races* category, which combined with the six *alone* categories, yields seven mutually exclusive and exhaustive categories. Thus, the six race *alone* categories and the *two or more races* category sum to the total population. Attachment B contains definitions of each race and ethnic category.

The 2000 Census [and 2010 Census] race and ethnic categories follow the OMB Policy Directive No. 15 (May 12, 1977) and the 1997 revisions. The OMB's efforts are to standardize the racial and ethnic categories so that federal government agencies can monitor discrimination, as required by the Civil Rights Act of 1964, the Voting Rights Act of 1965, the Fair Housing Act of 1968, the Equal Credit Opportunity Act of 1974, and the Home Mortgage Disclosure Act of 1975. Source: Victoria Hattam, "Ethnicity & the American Boundaries of Race: Rereading Directive 15," *Daedalus* – Journal of the American Academy of the Arts & Sciences, Winter 2005, pgs. 61-62

b. Non-Hispanic White and Minority Population Characteristics

1) *Definitions of Minority Populations*: The populations comprising "minority" groups are defined in essentially the same way by the Federal Office of Management and Budget, Department of Transportation, Federal Financial Institutions Examination Council (HMDA data), and Council on Environmental Quality (environmental justice guidelines). The Federal Department of Transportation and Office of Management and Budget both define the minority populations as Black, Hispanic (regardless of race), Asians (including Pacific Islanders) and American Indian and Alaskan Native. The FFIEC, for purposes of Home Mortgage Disclosure Act (HMDA) data collection, states that:

> "...the percentage minority population means, for a particular census tract, the percentage of persons of minority races and whites of Hispanic or Latino Origin, in relation to the census tract's total population.

The CEQ environmental justice guidelines provide the following definition:

> "Minority individuals – Individuals who are members of the following population groups: Hispanic or Latino, American Indian or Alaska Native, Asian, Black or African American, Native Hawaiian or Other Pacific Islander, multiracial minority (two or more races, at least one of which is a minority race)."

The non-minority population is White, Non-Hispanic or Latino.

Ethnicity means being of Hispanic or Latino Origin or not being of such origin.

2) *Population by Race and Ethnicity*: Table A-16 shows the 2000 and 2010 population by Hispanic/Latino ethnicity and seven race categories. During the 10-year period, the City's population increased by nearly 51,000 persons. With the exception of the White Alone population, all other groups increased. The Hispanic population nearly doubled, increasing from about 54,700 to about 105,200 people. It now constitutes about 54% of the total population.

Table A-16
City of Moreno Valley
Total Population by Race and Ethnicity – April 2000 and April 2010

Race/Ethnicity	2000	Percent Distribution	2010	Percent Distribution
White Alone	45,881	32.2%	36,573	18.9%
Hispanic or Latino	**54,689**	**38.4%**	**105,169**	**54.4%**
Black or African American Alone	27,536	19.3%	33,195	17.2%
American Indian and Alaska Native Alone	567	0.4%	573	0.3%
Asian Alone	8,214	5.8%	11,423	5.9%
Native Hawaiian and Other Pacific Islander Alone	650	0.5%	990	0.5%
Some Other Race Alone	295	0.2%	388	0.2%
Two or More Races	4,549	3.2%	5,054	2.6%
Total Population	142,381	100.0%	193,365	100.0%
Minority Population	96,500		156,792	
Percent Minority	67.80%		81.10%	

Source: Census 2000, Summary File 1 Table P004 - Hispanic or Latino, and Not Hispanic or Latino by Race.
American FactFinder, Census 2010, Summary File 1, Table P9: Hispanic or Latino and Not Hispanic or Latino by Race.
Table construction by Castañeda & Associates

3) *Race of Hispanic Or Latino and Not Hispanic or Latino Populations*: Table A-17 shows the 2010 Hispanic or Latino and not Hispanic or Latino populations by race.

When the April 2010 Census was taken, 105,169 persons identified themselves as being of Hispanic or Latino Origin. With respect to race –

- About 42% of the Hispanic population said that their race was White Alone
- About 49% said they belonged to Some Other Race
- About 6% identified themselves as having Two or More Races

Thus, many Hispanic or Latino people do not identify with the White Race Category but rather consider themselves as belonging to Some Other Race. Indeed, 99.3% (51,353/51,741) of the Some Other Race population is Hispanic or Latino. Moreno Valley is not unusual in terms of the racial identification of the Hispanic or Latino population.

Table A-17
City of Moreno Valley
Race of Hispanic or Latino and Non Hispanic or Latino Populations: 2010

Race	Hispanic or Latino	Percent Distribution	Not Hispanic or Latino	Percent Distribution	Total	Percent Distribution
White Alone	44,396	42.2%	36,573	41.5%	80,969	41.9%
Black or African American Alone	1694	1.6%	33,195	37.6%	34,889	18.0%
Asian Alone	444	0.4%	11,423	13.0%	11,867	6.1%
American Indian or Alaska Native Alone	1,148	1.1%	573	0.6%	1,721	0.9%
Hawaiian or Other Pacific Islander Alone	127	0.1%	990	1.1%	1,117	0.6%
Some Other Race Alone	51,353	48.8%	388	0.4%	51,741	26.8%
Two or More Races	6,007	5.7%	5,054	5.7%	11,061	5.7%
Total	105,169	100.0%	88,196	100.0%	193,365	100.0%

Source: 2010 Census, DP-1 Profile of General Population and Housing Characteristics: 2010, Hispanic or Latino and Race
Table construction by Castañeda & Associates

A research study of the 2000 Census found:

> Almost 6 million Californians departed from the federal government's racial categories by selecting "some other race." Of these respondents, 99 percent were Latinos. In effect, this pattern of response converted the residual "some other race" category into a de facto Latino racial category. This conversion occurred not because of administrative need; indeed, the Hispanic ethnicity question satisfies all legal mandates. Nor did it take place because Latinos petitioned the government for change. Rather, it emerged spontaneously from a subset of Americans whose racial perceptions differed from those codified by the federal government. In the long run, this pattern of response may lead to changes in the federal government's racial and ethnic classification system.
>
> Source: Sonya M. Tafoya, *Latinos and Racial Identification in California*, Public Policy Institute of California. Volume 4, Number 4, May 2003, May 2003, page 12

4) *Origins of the Hispanic or Latino Populations*: There are an estimated 105,169 Hispanic or Latino persons residing in Moreno Valley, according to the 2010 Census. Table A-18 shows that 85.6% of the Hispanic or Latino population is of Mexican origin.

Table A-18
City of Moreno Valley
Persons of Hispanic Origin — 2000 and 2010

Hispanic Origin	2000		2010	
	Number	Percent	Number	Percent
Mexican	46,485	79.5%	90,054	**85.6%**
Puerto Rican	1,177	2.2%	1,636	1.6%
Cuban	417	0.8%	606	0.6%
Other Spanish/Hispanic*	9,610	17.6%	12,873	12.2%
Total	54,689	100.0%	105,169	100.0%

*The Census 2000 category is "Other Hispanic or Latino"
Census 2000, Table DP-1, Profile of General Demographic Characteristics, Hispanic or Latino and Race
Census 2010 Summary File 1 Table QT-P10
Table construction by Castañeda & Associates

5) *Asian Population by Sub-Group*: Table A-19 shows the Asian population by sub-group. Almost one half of the Asian population is Filipino. All other sub-groups comprise a relatively small percentage of the Asian population.

Table A-19
City of Moreno Valley
Asian Population by Sub-Group

Sub-Group	Number	Percentage
Asian Indian	794	6.7%
Chinese	922	7.8%
Filipino	**5,437**	**45.8%**
Japanese	362	3.1%
Korean	678	5.7%
Vietnamese	1,394	11.7%
Other Asian[1]	2,280	19.2%
Total	11,867	100.0%

[1]Other Asian Alone, or two or more Asian Categories
Source: 2010 Census, Table DP-1 Profile of General Population and Housing Characteristics: 2010
Table construction by Castañeda & Associates

c. School District Enrollment Trends

The trends that the Census and ACS data show are re-enforced by the Moreno Valley Unified School District's estimates of the racial/ethnic composition of school-age children. Table A-20 shows that between 2007 and 2011, there was an increase in the Hispanic share of the total school age children. Further, there was an 18% decrease in the number of White children and nearly a 10% decrease in the number of Black or African American children.

Table A-20
City of Moreno Valley
School Enrollment by Race/Ethnicity

	School Year					
Race/Ethnicity	**2007-2008**	**2008-2009**	**2009-2010**	**2010-2011**	**4-Year Numerical Change**	**4-Year Percent Change**
American Indian or Alaska Native	196	178	156	142	(54)	-27.6%
Asian	819	822	805	804	(15)	-1.8%
Native Hawaiian/Pacific Islander	242	263	256	265	23	9.5%
Filipino	736	696	711	659	(77)	-10.5%
Hispanic or Latino	22,653	22,161	23,255	23,638	985	**4.3%**
Black or African American	7,302	6,942	6,855	6,583	(719)	**-9.8%**
White	4,813	4,476	4,301	3,945	(868)	**-18.0%**
Two or More Races/No Response	365	554	470	579	214	58.6%
Total	37,126	36,092	36,809	36,615	(511)	-1.4%

Source: California Department of Education, Education Data Partnership.
Table construction by Castañeda & Associates

Important characteristics include:

- Hispanic youth comprise 64.5% of all students
- Black youth comprise 18% of all students
- White youth comprise 10.8% of all students

d. Areas of Minority Population Concentration (Population by Race and Ethnicity by Census Tract)

The Consolidated Plan regulations state that the City must identify and describe any areas within Moreno Valley -

> with concentrations of racial/ethnic minorities...stating how it defines...area of minority concentration. The locations and degree of these concentrations must be identified, either in a narrative or on one or more maps. [CFR 91.210]

In 2010, the City's population was 193,365 of which 81.1% belonged to a racial or minority group. Table A-21 shows the City's population by race and ethnicity by census tract. At the census tract level, the minority population ranges from a low of 53.3% (424.01) to a high of 91.1% (424.12).

To be identified as an area of minority concentration, a census tract's minority population percentage should exceed the citywide percentage of 81.1%. The Consolidated Plan regulations do not establish a criterion that defines "concentration" but instead allow cities to establish their own standard. The one standard that the regulations do explicitly establish pertains to "disproportionate housing needs" which is defined as 10% above the average for a specific community housing need. Therefore, an area of minority population concentration can be defined as a census tract having 91.1% or more of its population belonging to a minority racial or ethnic group. Table A-21 shows that the only census tract having a minority population of at least 91.1% is 424.12.

Table A-21
City of Moreno Valley
Race/Ethnicity by Census Tract-2010

Census Tract	White alone	Hispanic or Latino	Black or African American alone	American Indian and Alaska Native alone	Asian alone	Native Hawaiian and Other Pacific Islander alone	Some Other Race alone	Two or More Races	Total	Percent Minority
422.12	1,811	3,088	1,097	22	468	24	11	206	6,727	73.1%
422.14	1,742	2,203	687	5	412	16	5	169	5,239	66.7%
424.01	972	779	173	6	92	3	5	50	2,080	53.3%
424.02	1,322	2,522	547	20	222	11	14	122	4,780	72.3%
424.03	1,157	1,996	575	21	207	24	4	87	4,071	71.6%
424.03	344	1,176	367	2	71	6	2	70	2,038	83.1%
424.04	725	2,436	1,539	27	113	22	8	127	4,997	85.5%
424.05	961	2,348	573	6	133	21	4	104	4,150	76.8%
424.06	1,022	1,653	353	28	104	9	2	91	3,262	68.7%
424.07	848	1,632	384	15	122	44	13	94	3,152	73.1%
424.08	794	1,725	577	7	103	14	5	74	3,299	75.9%
424.09	1,344	1,892	1,070	15	375	8	4	174	4,882	72.5%
424.10	889	932	489	10	122	10	5	83	2,540	65.0%
424.11	1,800	1,204	618	8	254	4	7	175	4,070	55.8%
424.12	321	2,892	245	8	67	21	10	48	3,612	91.1%
425.05	1,324	4,743	2,023	28	999	25	14	327	9,483	86.0%
425.06	741	2,944	869	19	288	15	7	128	5,011	85.2%
425.07	480	3,540	597	8	125	34	11	93	4,888	90.2%
425.08	594	2,071	317	2	139	3	0	67	3,193	81.4%
425.09	638	3,323	723	12	230	46	2	74	5,048	87.4%
425.10	472	2,129	524	5	97	9	5	67	3,308	85.7%
425.11	313	2,258	437	8	64	41	1	78	3,200	90.2%
425.12	595	2,144	346	3	141	69	7	74	3,379	82.4%
425.13	466	1,913	521	6	158	4	2	95	3,165	85.3%
425.14	352	2,691	587	21	90	5	5	52	3,803	90.7%
425.15	438	2,809	632	18	137	41	15	87	4,177	89.5%
425.16	520	2,053	465	2	144	23	20	51	3,278	84.1%
425.17	576	1,994	801	10	206	8	7	68	3,670	84.3%
425.18	190	1,087	322	6	53	6	1	41	1,706	88.9%
425.19	573	3,245	499	16	208	20	14	94	4,669	87.7%
425.20	637	3,176	737	15	195	52	11	99	4,922	87.1%
425.21	0	0	0	0	0	0	0	0	0	0.0%
426.20	934	3,562	1,205	25	611	21	23	175	6,556	85.8%
426.21	749	1,816	740	11	631	8	12	140	4,107	81.8%
426.22	1,197	1,100	835	8	383	22	13	124	3,682	67.5%
426.23	1,188	1,675	471	10	220	15	12	140	3,731	68.2%
426.24	0	0	0	0	0	0	0	0	0	0.0%

Table A-21 continued
City of Moreno Valley
Race/Ethnicity by Census Tract-2010

Census Tract	White alone	Hispanic or Latino	Black or African American alone	American Indian and Alaska Native alone	Asian alone	Native Hawaiian and Other Pacific Islander alone	Some Other Race alone	Two or More Races	Total	Percent Minority
438.22	317	2,298	482	3	77	26	2	75	3,280	90.3%
467.00	1,063	3,748	1,001	26	323	37	10	157	6,365	83.3%
468.00	831	3,288	1,701	16	595	17	5	196	6,649	87.5%
483.00	776	1,826	1,216	32	450	15	24	150	4,489	82.7%
487.00	489	2,702	860	3	330	18	11	99	4,512	89.2%
489.01	748	2,274	553	14	103	17	3	93	3,805	0.3%
489.02	837	3,954	806	12	174	48	15	111	5,957	85.9%
490.00	1,523	3,420	1,999	15	978	58	16	236	8,245	81.5%
509.00	0	0	0	0	0	0	0	0	0	0.0%
511.00	960	2,908	1,632	19	409	50	21	189	6,188	84.5%
Total	36,573	105,169	33,195	573	11,423	990	388	5,054	193,365	81.1%

Source: American FactFinder, Census 2010, Summary File 1, Table P9, Hispanic or Latino by Race
Table construction by Castañeda & Associates

3. Sex (of Householder)

In the sale and rental of housing, fair housing laws protect several "classes" from discrimination. State and federal fair housing laws prohibit discrimination based on a person's sex. The United States Department of Justice (DOJ) has stated:

> The Fair Housing Act makes it unlawful to discriminate in housing on the basis of sex. In recent years, the Department's focus in this area has been to challenge *sexual harassment* in housing. Women, particularly those who are *poor*, and with limited housing options, often have little recourse but to tolerate the humiliation and degradation of sexual harassment or risk having their families and themselves removed from their homes.
>
> In addition, *pricing discrimination* in mortgage lending may also adversely affect women, particularly minority women. This type of discrimination is unlawful under both the Fair Housing Act and the Equal Credit Opportunity Act. [Emphasis added]
>
> Source: United States Department of Justice, Civil Rights Division, Housing and Civil Enforcement Section, *The Fair Housing Act*, July 25, 2008, pages 2 and 3

Housing discrimination complaint data made on the bases of sex or gender are noted below:

- 2.4% of all complaints filed with the FHCRC between 2007 and 2012
- 6.9% of all cases filed with the DFEH between 2001 and 2010

Table A-22 presents data on the number of male and female householders. The counts *exclude* married couple families as homes are typically owned or rented in both spouses' names. Excluding married couples, there are an estimated 22,592 householders of whom about 63% (14,300) are female and 37% (8,292) are male. About 4,300 female householders live alone or with nonrelatives, which represent about 30% (4,310/14,300) of all female householders.

Table A-22
City of Moreno Valley
Sex of Householder: 2010

Sex of Householder	Number	Percentage
Male Householder, No Wife Present	4,191	18.5%
Male Householder Living Alone	2,754	12.2%
Male Householder Living with Others	1,347	6.0%
Subtotal	8,292	36.7%
Female Householder, No Husband Present	9,990	44.2%
Female Householder Living Alone	3,340	14.8%
Female Householder Living with Others	970	4.3%
Subtotal	14,300	63.3%
Total	22,592	100.0%

Source: Census 2010, Table QT-H3: Tenure, Household Size and Age of Householder
Table construction by Castañeda & Associates

Poor women, as noted above by the DOJ, are often the victims of sexual harassment. About 36% of female householders with children have poverty incomes.

4. National Origin/Ancestry

The Fair Housing Act and California Fair Employment and Housing Act prohibit discrimination based upon national origin. According to the United States Department of Justice, such discrimination can be based either upon the country of an individual's birth or where his or her ancestors originated.

Housing discrimination complaint data made on the bases of national origin are noted below:

- 2.4% of all complaints filed with the FHCRC between 2007 and 2012
- 9.8% of all cases filed with the DFEH between 2001 and 2010

According to the 2010 Census the foreign born population consisted of about 48,000 persons or almost 25% of the City's total population. Of the foreign born population –

- 77.2% were born in Latin America
- 18.2% were born in Asia

Table A-23 shows the place of birth of the foreign born population.

Table A-23
City of Moreno Valley
Place of Birth of the Foreign Born Population

Place of Birth	Number	Percent
Europe	911	1.9%
Asia	8,728	18.2%
Africa	719	1.5%
Oceania	240	0.5%
Latin America	37,021	77.2%
North America	336	0.7%
Total	47,955	100.0%

Source: American FactFinder, American Community Survey 2006-2010 5-Year Estimates. Table S0502: Selected Characteristics of the Foreign-Born Population by Period of Entry into the United States
Note: The percentage of the foreign-born population (46,427/187,428=24.8%) was obtained from ACS data and applied to Census 2010 population counts of 193,365 to obtain foreign born population estimate of 47,955
Table construction by Castañeda & Associates

Table A-24 shows that the race and ethnicity of the foreign born population reflects the place of birth or country of origin: 74.7% Hispanic or Latino and 16.8% Asian.

Table A-24
City of Moreno Valley
Race of the Foreign-Born Population

Race	Number	Percent
One Race	47,332	98.7%
White	18,607	38.8%
Black or African American	1,151	2.4%
American Indian and Alaska Native	192	0.4%
Asian	8,056	16.8%
Native Hawaiian and Other Pacific Islander	48	0.1%
Some Other Race	19,278	40.2%
Two or More Races	623	1.3%
Total	47,955	100.0%
Hispanic or Latino of Any Race	35,822	74.7%

Source: American Fact Finder, American Community Survey 2006-2010 5-Year Estimates. Table S0502: Selected Characteristics of the Foreign-Born Population by Period of Entry into the United States
Table construction by Castañeda & Associates

5. Familial Status

The Fair Housing Amendments Act of 1988 prohibits discriminatory housing practices based on familial status. In most instances, according to the United States Department of Justice, the Act prohibits a housing provider from refusing to rent or sell to families with children. However, housing may be designated as housing for older persons (55 years + of age). This type of housing, which meets the standards set forth in the Housing for Older Persons Act of 1995, may operate as "senior housing" and exclude families with children.

The Act protects families with children less than 18 years of age, pregnant women, or families in the process of securing custody of a child under 18 years of age. The Department of Justice has stated:

> In addition to prohibiting the outright denial of housing to families with children, the Act also prevents housing providers from imposing any special requirements or conditions on tenants with children. For example, landlords may not locate families with children in any single portion of a complex, place an unreasonable restriction on the number of persons who may reside in a dwelling, or limit their access to recreational services provided to other tenants.
>
> Source: United States Department of Justice, Civil Rights Division, Housing and Civil Enforcement Section, *The Fair Housing Act*, July 25, 2008, page 3

Housing discrimination complaint data made on the bases of familial status are noted below:

- 7.2% of all complaints filed with the FHCRC between 2007 and 2012
- 15.1% of all cases filed with the DFEH between 2001 and 2010

The DOJ points out that would be renters can be denied access to housing because of prohibited discriminatory practices while in-place renters can face housing discrimination due to the practices of housing providers.

Table A-25 shows there are an estimated 43,200 *family* households, which comprise about 84% of all households. About 24,100 family households have children; therefore, about 47% of all households have children less than 18 years of age (24,115/51,592). Families with children represent a significant number of all households. Most families with children are husband-wife, two parent families. But about 5,700 female householders have children less than 18 years of age.

Table A-25
City of Moreno Valley
Families With and Without Children: 2010

Type of Family	With Children < 18 Years	Percent	Without Children <18 Years	Percent	Total	Percent
Husband-Wife Families	16,210	55.9%	12,790	44.1%	29,000	100.0%
Female Householder No Husband Present	5,687	56.9%	4,303	43.1%	9,990	100.0%
Male Householder No Wife Present	2,218	52.9%	1,973	47.1%	4,191	100.0%
Total	24,115	55.8%	19,066	44.2%	43,181	100.0%

Source: Census 2010, DP-1: Profile of General Population and Housing Characteristics 2010
Table construction by Castañeda & Associates

6. Handicap/Disability

a. Background

The Fair Housing Amendments Act of 1988 prohibits discriminatory housing practices based on handicap/disability status in all types of housing transactions. Among other prohibitions, the Act is intended to prohibit the application of special restrictive covenants and conditional or special use permits that have the effect of limiting the ability of such individuals to live in the residence of their choice. Fair housing laws, therefore, make it illegal to deny a housing opportunity on the basis of disabilities.

In addition, the law prohibits applying one standard to one class of individuals while applying a different standard to another class of individuals. For example, it would be illegal to ask a disabled individual applying for an apartment to provide a credit report if non-disabled applicants do not have to provide one.

Housing discrimination complaint data made on the bases of handicap/disability are noted below:

- 47.3% of all complaints filed with the FHCRC between 2007 and 2012
- 26.1% of all cases filed with the DFEH between 2001 and 2010

Housing opportunities for disabled persons are impeded by practices in both the private and public sectors. For instance, "denied reasonable modification/accommodation" is often cited as an alleged act in housing discrimination complaints. Additionally, apartment rental ads often state "no pets allowed," even though disabled persons may have service or companion animals. In the public sector, housing opportunities can be impeded because a community has not adopted a reasonable accommodation procedure, or if adopted has not made the procedure widely known in the community.

The United States Department of Justice has indicated a major focus of its efforts is on public sector impediments that may restrict housing opportunities for disabled persons. The Department has stated:

> The Division's enforcement of the Fair Housing Act's protections for persons with disabilities has concentrated on two major areas. One is insuring that zoning and other regulations concerning land use are not employed to hinder the residential choices of these individuals, including unnecessarily restricting communal, or congregate, residential arrangements, such as group homes. The second area is insuring that newly constructed multifamily housing is built in accordance with the Fair Housing Act's accessibility requirements so that it is accessible to and usable by people with disabilities, and, in particular, those who use wheelchairs.
>
> Source: United States Department of Justice, Civil Rights Division, Housing and Civil Enforcement Section, *The Fair Housing Act*, July 25, 2008, page 4

b. Estimates of People with Disabilities and Types of Disabilities

About 15,500 residents have one or more disabilities, according to data from the 2010 Census and 2010 American Community Survey. Table A-26 shows the number of disabled persons by age group. The elderly experience the highest disability prevalence rate – that is, about 44% of all persons 65 years of age and older have one or more disability.

Table A-26
City of Moreno Valley
Disability Status of Civilian Non-institutionalized Population by Age Group – April 2010

Age Group	Total Population	Disabled Population	Percent Disabled
< 5 years	16,175	0	0.0%
5-17 years	46,285	1,527	3.3%
18-64 years	118,695	8,546	7.2%
65 years +	12,127	5,384	44.4%
Total	193,282	15,457	8.0%

Note: Total population by age group is based on the 2010 Census. Also excluded is the institutionalized population of 83 persons. 36 institutionalized persons less than 18 years of age are subtracted from the 5-17 age group, 40 institutionalized persons are subtracted from the 18-64 years of age total population and 7 are subtracted from the 65+ age group total.
Sources: 2010 Census Summary File 1, Table P12 Sex by Age (total population by age group)
2010 Census Summary File 1, Table QT-P13 Group Quarters Population by Sex, Age, and Type of Group Quarters: 2010 (institutionalized population by age group)
Source: American FactFinder, U.S. Census Bureau, 2010 American Community Survey 1-Year Estimates, Table S1810, Disability Characteristics
Table construction by Castañeda & Associates

The 2010 American Community Survey asks respondents about six different types of disabilities:

- Hearing difficulty – "deaf or [had] serious difficulty hearing."
- Vision difficulty – "blind or [had] serious difficulty even when wearing glasses."
- Cognitive difficulty – "serious difficulty concentrating, remembering, or making decisions."
- Ambulatory difficulty – "serious difficulty walking or climbing stairs."
- Self-care difficulty – "difficulty dressing or bathing."
- Independent living difficulty – difficulty doing errands alone such as visiting a doctor's office or shopping."

Table A-27 shows that the most prevalent disabilities are "ambulatory difficulty" and "independent living difficulty." Elderly people experience both of these difficulties.

Table A-27
City of Moreno Valley
Types of Disabilities by Age Group

Types of Disability	<5 Yrs of Age	5 to 17 Yrs of Age	18 to 64 Yrs of Age	65 Yrs of Age+	Total
With a hearing difficulty	0	93	1,306	2,062	3,461
With a vision difficulty	0	185	1,662	291	2,138
With a cognitive difficulty	0	1,203	2,611	1,734	5,548
With a ambulatory difficulty	0	139	4,629	3,614	8,382
With a self-care difficulty	0	370	1,780	1,613	3,763
With an independent living difficulty	0	0	3,323	3,020	6,343
Total disabilities	0	1,990	15,311	12,334	29,635
People with one or more disability	0	1,527	8,546	5,384	15,457
Disabilities per disabled person	0	1.3	1.79	2.29	1.92

Sources: 2010 Census Summary File 1, Table P12 Sex by Age (total population by age group)
2010 Census Summary File 1, Table QT-P13 Group Quarters Population by Sex, Age, and Type of Group Quarters: 2010 (institutionalized population by age group)
Source: American FactFinder, U.S. Census Bureau, *2010 American Community Survey 1-Year Estimates, Sex By Disability Status.*
Table construction by Castañeda & Associates

About 2,470 elderly households – 2,065 owners and 405 renters - have disabilities, sometimes two or more disabilities. Elderly disabled owners may need home modifications as they age in place and permission from the City to make exterior modifications such as constructing ramps in the side yard. Elderly disabled renters may need permission for reasonable modifications and accommodations from their landlord.

About 1,658 elderly households – 1,386 owners and 272 renters – experience ambulatory difficulties, which is an indicator of the need for accessible housing. A greater number of people 18-64 years of age than those 65 years + have ambulatory difficulties. It is possible that many of these people belong to the 62-64 years of age group. Additionally, it is possible that many disabled persons have a need for service and companion animals.

(The average 65 years + household size of 2.18 was applied to the 5,384 persons 65 years + to estimate the number of 65 years + disabled households – 5,384/2.18 = 2,470. The percentage of owners (83.6%) and renters (16.4%) was then applied to the 2,470 households to estimate the number of owners and renters 65 years +.)

7. Marital Status

The California Fair Employment and Housing Act prohibits discrimination based on marital status. The applicable state regulation defines marital status as –

> (a)n individual's state of marriage, non-marriage, divorce or dissolution, separation, widowhood, annulment, or other marital status.

Essentially, this means that all persons in a household or establishing a household fall within the meaning of this fair housing protect group. People are covered regardless of marital status or the state of marriage or non-marriage.

Housing discrimination complaint data made on the bases of marital status are noted below:

- 0% of all complaints filed with the FHCRC between 2007 and 2012
- 2.1% of all cases filed with the DFEH between 2001 and 2010

The 2010 *American Community Survey* has five "marital status" categories:

- Never married
- Now married, except separated
- Separated
- Widowed
- Divorced

These terms refer to the marital status at the time of the survey. A married couple includes a family in which the householder and his or her spouse are enumerated as members of the same household. The "now married, except separated" category includes all married people except those who are now legally married but separated. Separated persons are included in a different category. In selected tabulations, data for married and separated people are reorganized and combined with information on the presence of the spouse in the same household. The *American Community Survey* reports the marital status of the male and female population that is 15 years of age and older. Table A-28 shows that about 47% of the population 15 years of age or older are married and about 37% have never married.

Table A-28
City of Moreno Valley
Marital Status of the Population 15 Years and Over: 2010

Marital Status	Females	Percent	Males	Percent	Total	Percent
Never Married	26,519	35.8%	26,964	39.3%	53,482	37.5%
Now Married, Except Separated	31,905	43.0%	34,855	50.8%	66,760	46.8%
Separated	3,323	4.5%	1,341	2.0%	4,664	3.3%
Widowed	5,076	6.8%	534	0.8%	5,610	3.9%
Divorced	7,309	9.9%	4,942	7.2%	12,251	8.6%
Total	74,132	100.0%	68,636	100.0%	142,768	100.0%

Sources: 2010 American Community Survey 1-Year Estimates, Table DP02, Selected Social Characteristics, Marital Status Census 2010 Summary File 1, Table P12 Sex by Age
Table construction by Castañeda & Associates

G. COMPARISON OF THE STATUS AND WELL-BEING OF PROTECTED GROUPS

Part F explores the relative well-being of the fair housing protected groups. For example, how do each of the groups compare with regard to income, poverty and crowding.

1. Annual Median Household Income

Table A-29 shows in rank order the median household incomes for difference races and the Hispanic population. Four population groups have median incomes above and four have median incomes below the City average of $48,907. The Black households have the lowest median household income - $31,900 – which helps to explain the relatively high poverty rate of this group. The 2010 median households unfortunately must be interpreted with caution because of the large margins of error (refer to table footnotes.)

2. Poverty Income

Although there are different types of poverty, the most common meaning refers to "income poverty," or the lack of sufficient income to meet minimum consumption needs. Poverty then refers to persons who are income poor and, perhaps, have no income at all. According to the U.S. Census Bureau, the poverty thresholds are dollar amounts used to determine poverty status. The Office of Management and Budget (OMB) in Statistical Policy Directive 14 established the official measure of poverty.

The poverty thresholds were originally derived in 1963-1964 using U.S. Department of Agriculture food budgets designed for families under economic stress. At the core of the poverty definition was the economy food plan – that is, the least costly of four nutritionally adequate food plans designed by the USDA. The poverty thresholds have been the subject of much criticism. For example, the official measure does not take into account California's higher cost of living and regional differences – urban versus rural – within the State.

Attachment 3 provides more detailed information on the meaning and estimation of poverty income. In 2010 a mother with two children would be considered poor if her annual income was less than $17,568. A husband-wife family with two children would be classified as poor if their annual income was less than $22,113.

Table A-29
City of Moreno Valley
Median Household Income by
Race and Ethnicity of Householder in Rank Order– 2010

Race of Householder	Median Income[1]	Number of Households
Hawaiian/Pacific Islander Alone[2]	$74,250	220
Two or More Races	$69,259	1,053
White Alone, Not Hispanic	$65,830	13,672
Asian Alone	$55,527	3,173
Hispanic	$44,939	22,660
Some Other Race Alone	$44,493	106
American Indian/Alaskan Alone[2]	$42,361	188
Black/African American Alone	$31,929	10,520
All Households	**$48,907**	51,592

[1]The Margin of error for All Households is +/- $5,318; White Alone is +/-$5,774; Hispanic or Latino Households is +/- $6,647; Black or African American Households is +/- $9,941; Asian Households is +/- $29,272; Some Other Race Alone is +/- $10,385; Two or More Races +/-$24,635
[2]Median Income determined from American Community Survey 5-Year Estimates. American Indian/Alaska Native +/- $43,345; Hawaiian Other Pacific Islander +/- $38,791
Sources: 2010 American Community Survey 1-Year Estimates Tables B19013, B19013B, B19013C, B19013D, B19013E, B19013F, B19013G, B19013H and B19013I.
Census 2010 Summary File 1, Table HCT1: Tenure by Hispanic or Latino Origin of Householder by Race of Householder
Table construction by Castañeda & Associates

a. Poverty Income by Race and Ethnicity

About one in five householders have poverty incomes. Table A-30 shows the poverty rates by race and ethnicity which range from a low of 4.4% (Native Hawaiian or Other Pacific Islander) to a high of 35.8% (Asian). The Black population also has a high poverty rate. Although poverty rates differ, any household with such low incomes – regardless of race or ethnicity – would be unable to afford market rate housing. Their freedom to attain their housing of choice is severely restricted. (As noted in the table footnote, the margin of error for the Asian poverty rate was +/- 18%.)

b. Poverty Income by Familial Status and Presence of Children

Poverty by family type offers another indicator of the well-being of the fair housing protected groups. Female householders with children often confront bias in the rental housing market. Their access to decent housing also is made more difficult by poverty. Table A-31 shows that female households have significantly higher poverty rates than other household types. Female heads of households both with and without children under 18 experience the highest poverty income rates. About 2,000 female householders with children live in poverty, or about 36% of all such household types.

Table A-30
City of Moreno Valley
Poverty Status by Race and Ethnicity – 2010

Race/Ethnicity	2010 Population	Number Below Poverty Level	Percent Below Poverty Level
One Race			
White	80,969	13,198	16.3%
Black or African American	34,889	9,455	27.1%
American Indian and Alaskan Native	1,721	150	8.7%
Asian	11,867	4,248	35.8%
Native Hawaiian or Other Pacific Islander	1,117	49	4.4%
Some Other Race	51,741	10,141	19.6%
Two or More Races	11,061	1,206	10.9%
Total	193,365	37,513	**19.4%**
Hispanic or Latino of any race	105,169	19,456	18.5%
White Alone, Not Hispanic	36,573	4,828	13.2%

Note: American Indian/Alaska Native and Native Hawaiian or Other Pacific Islander based on American Community Survey 5-year Estimates
Note: Margin of error for Asian population is +/- 18%
Source: 2010 Census, DP-1 Profile of General Population and Housing Characteristics
2010 American Community Survey 1-Year Estimates, Table S1701, Poverty Status in the Past 12 Months
Table construction by Castañeda & Associates

Table A-31
City of Moreno Valley
Poverty Status by Familial Status and Presence of Children-2010

Family Type	Total Number of Families	Number Below Poverty Level	Percent Below Poverty Level
Married Couple Families	29,000	3,712	12.8%
With related children under 18 years	16,210	2,772	17.1%
Female Householder, no husband present	9,990	3,127	31.3%
With related children under 18 years	5,687	2,042	35.9%
All Families	43,181	7,513	17.4%
With related children under 18 years	24,115	5,161	21.4%

Note: Table does not include Male Householder, No Wife Present (4,191) With Own Children (2,218).
Source: American FactFinder, 2010 American Community Survey (ACS) 1-Year Estimates, Table S1702 Poverty Status in the Past 12 Months of Families
2010 Census, DP-1 Profile of General Population and Housing Characteristics: 2010, Households by Type.
Characteristics: 2010, Households by Type
Table construction by Castañeda & Associates

c. Poverty Income by Citizenship Status

Housing discrimination based on foreign status and ancestry is prohibited. Table A-32 shows that the foreign born population has a somewhat higher poverty rate than the native population. Naturalized citizens, on the other hand, have a poverty rate of 9.8%.

Table A-32
City of Moreno Valley
Poverty Status by Citizenship Status-2010

Citizenship Status	Total Persons	Percent Below Poverty Level
Native	22,509	15.5%
Foreign Born	8,859	**18.4%**
Naturalized Citizen	1,895	9.8%

Note: ACS percentage distribution applied to 2010 population
Source: American FactFinder, 2006-2010 American Community Survey (ACS) 5-Year Estimates, Table S1703, Selected Characteristics of People at Specified Levels of Poverty in the Past 12 Months
Table construction by Castañeda & Associates

According to the *American Community Survey*:

> The native population includes anyone who was a U.S. citizen or a U.S. national at birth. This includes respondents who indicated they were born in the United States, Puerto Rico, a U.S. Island Area (such as Guam), or abroad of American (U.S. citizen) parent or parents.
>
> The foreign-born population includes anyone who was not a U.S. citizen or a U.S. national at birth. This includes respondents who indicated they were a U.S. citizen by naturalization or not a U.S. citizen.
>
> The American Community Survey questionnaires do not ask about immigration status. The population surveyed includes all people who indicated that the United States was their usual place of residence on the survey date. The foreign-born population includes naturalized U.S. citizens, lawful permanent residents (i.e. immigrants), temporary migrants (e.g., foreign students), humanitarian migrants (e.g., refugees), and unauthorized migrants (i.e. people illegally present in the United States).

3. Homeownership

a. Homeownership By Race and Ethnicity

Existing and would be home owners primarily can experience housing discrimination during the process of buying a home. For instance, discriminatory behavior could be made by real estate agents, appraisers, lenders, and home insurance agents. Renters, on the other hand, could be denied access to housing while in-place tenants could be discriminated against by landlords. Most housing discrimination complaints are made be renters.

Table A-33 shows that the City has about 33,400 owner and 18,200 renter households. Hispanic or Latino renters comprise about 8,100 of the 18,200 renters. The City's homeownership rate was almost 65% in 2010. Homeownership rates ranged from a low of 48.2% (Native Hawaiian or Other Pacific Islander) to a high of almost 76% (White Alone). Only two groups – Asians and White Alone – had home ownership rates higher than the City's average.

Table A-33
City of Moreno Valley
Homeownership Rates by Race and Ethnicity: 2010

Race/Ethnicity	Owners	Percent	Renters	Percent	Total Households	Percent*
White	10,382	75.9%	3,290	24.1%	13,672	26.5%
Black or African American	5,354	50.9%	5,166	49.1%	10,520	20.4%
American Indian/Alaska Native	104	55.3%	84	44.7%	188	0.4%
Asian	2,312	72.9%	861	27.1%	3,173	6.2%
Native Hawaiian or Other Pacific Islander	106	48.2%	114	51.8%	220	0.4%
Some Other Race	54	50.9%	52	49.1%	106	0.2%
Two or More Races	569	54.0%	484	46.0%	1,053	2.0%
Hispanic or Latino	14,512	64.0%	8,148	36.0%	22,660	43.9%
Total	33,393	64.7%	18,199	35.3%	51,592	100.0%

Refers to % of all households
Sources: American FactFinder, Census 2010 Summary File 1, Table HCT1: Tenure by Hispanic or Latino Origin of Householder by Race of Householder
Table construction by Castañeda & Associates

b. Homeownership By Familial Status

The need for fair housing services is directly correlated to size of the fair housing protected groups against whom housing discrimination is practiced. Moreno Valley has about 24,100 families with children. Families with children – most frequently renters – face housing discrimination. Almost 10,200 renter households have children. Table A-34 shows the number of families with and without children by tenure.

Table A-34
City of Moreno Valley
Tenure by Presence of Children - 2010

Presence of Children	Owner	Percent	Renter	Percent	Total	Percent
With Own Children Under 18 Years	13,960	41.8%	**10,155**	55.8%	24,115	46.7%
No Own Children Under 18 Years	19,433	58.2%	8,044	44.2%	27,477	53.3%
Total	33,393	100.0%	18,199	100.0%	51,592	100.0%

Source: American FactFinder, Census 2010, Summary File 1, Table HCT2: Tenure by Presence and Age of Own Children.
Table construction by Castañeda & Associates

c. Homeownership By Household Type and Sex of Householder

Table A-35 provides information on the fair housing protected groups of sex and familial status. About 14,300 female householders call Moreno Valley home, which is almost 28% of all households. About 7,100 of the 14,300 female householders are renters. That means that about 40% of all renters are female householders.

Table A-35
City of Moreno Valley
Tenure by Household Type-2010

Household Type	Owner	Percent	Renter	Percent	Total	Percent
Husband-Wife Families	21,629	74.6%	7,371	25.4%	29,000	56.2%
Male Householder, No Wife Present	2,320	55.4%	1,871	44.6%	4,191	8.1%
Female Householder, No Husband Present	4,649	46.5%	5,341	53.5%	9,990	19.4%
Male Householder Living Alone	1,593	57.8%	1,161	42.2%	2,754	5.3%
Male Householder Living With Others	689	51.2%	658	48.8%	1,347	2.6%
Female Householder Living Alone	2,009	60.1%	1,331	39.9%	3,340	6.5%
Female Householder Living With Others	504	52.0%	466	48.0%	970	1.9%
Total	33,393	64.7%	18,199	35.3%	51,592	100.0%

Source: American FactFinder, Census 2010, Summary File 1, Table QT-H2: Tenure, Household Size, and Age of Householder
Table construction by Castañeda & Associates

4. Overcrowding by Race and Ethnicity

HUD CHAS data provides estimates of the number of occupants per room based on the 2005-2009 American Community Survey (ACS). The following definitions apply to this topic:

> Occupants per room are obtained by dividing the number of people in each occupied housing unit by the number of rooms in the unit. The figures show the number of occupied housing units having the specified ratio of people per room. Although *the Census Bureau has no official definition of crowded units*, many users consider units with more than one occupant per room to be crowded.
>
> For each unit, rooms include living rooms, dining rooms, kitchens, bedrooms, finished recreation rooms, enclosed porches suitable for year-round use, and lodger's rooms. Excluded are strip or pullman kitchens, bathrooms, open porches, balconies, halls or foyers, half-rooms, utility rooms, unfinished attics or basements, or other unfinished space used for storage. A partially divided room is a separate room only if there is a partition from floor to ceiling, but not if the partition consists solely of shelves or cabinets.

Table A-36 shows the crowding data by race and ethnicity. About one of every six Hispanic households are "crowded" and Hispanic households comprise 82% of all "crowded" households.

Table A-36
City of Moreno Valley
Occupants per Room by Race/Ethnicity-2010

Race/Ethnicity	Less than 1.00	1.01 or More	Total	Percent Overcrowded
White Alone, Not Hispanic or Latino	13,447	225	13,672	1.6%
Hispanic or Latino	18,967	**3,693**	22,660	**16.3%**
Black or African American	10,466	54	10,520	0.5%
Asian	2,722	451	3,173	14.2%
Am. Indian or Alaska Native	170	18	188	9.6%
Nat. Hawaiian or Other Pac. Isl.	145	75	220	34.3%
Some Other Race	85	21	106	19.6%
Two or More Races	972	81	1,053	7.7%
Total	47,085	4,507	51,592	8.7%

Source: American FactFinder, 2010 American Community Survey 1-Year Estimates, Tables B25014B-I: Tenure by Occupants per Room
Notes: American Indian and Native Hawaiian based on 5 year estimates
% applied to 2010 households count by race and ethnicity
Table construction by Castañeda & Associates

A home with a living room, dining room, kitchen, 3 bedrooms, and an enclosed porch would need to have seven people to reach the 1.0 ratio whereas six people would not be deemed crowded. But it important to observe that the Census Bureau has *no official definition* of crowded units and that occupants per room is merely a ratio that measures the number of occupants per room.

An often quoted occupancy standard is two persons per bedroom or two persons per bedroom plus one additional person. Thus, six or seven persons could live in a 3-bedroom housing unit and not be considered crowded.

However, strict occupancy standards could adversely impact Hispanic households. Moreover, people who live in housing with 1.0 or more occupants per room may not think they are crowded.

Source: Ellen Pader, *Housing Occupancy Standards: Inscribing Ethnicity and Family Relations on the Land*, Journal of Architectural and Planning Research, Winter 2002, pages 300-318

Attachment A
Fair Housing Protected Classes

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability). These categories of persons are "protected classes" under the provisions of the Fair Housing Act.

Race: The Fair Housing Act does not define race. Data on race is required for many federal programs and the Census Bureau collects race data in accordance with guidelines provided by the U.S. Office of Management and Budget (OMB) and these data are based on self-identification. The racial categories included in the census form generally reflect a *social definition* of race recognized in this country, and are not an attempt to define race biologically, anthropologically or genetically. In addition, the Census Bureau recognizes that the categories of the race item include both racial and national origin or socio-cultural groups. Census 2010 and the American Community Survey provide for six race categories: White; Black, African American or Negro; American Indian or Alaska Native; Asian; Native Hawaiian or Other Pacific Islander; and Some Other Race.

Color: The Fair Housing Act does not define color. However, it must refer to the complexion of a person's skin color or pigmentation. The 2010 racial categories can be traced to Statistical Policy Directive No.15, promulgated by the OMB on May 12, 1977. "The four racial categories stipulated in the (1977) directive parallel the classic nineteenth-century color designations of black, white, red (American Indian or Alaska native), and yellow (Asian or Pacific Islander); there is no brown race in the American ethnoracial taxonomy." [Victoria Hattam, "Ethnicity & the Boundaries of Race: Re-reading Directive 15," *Daedalus*, Winter 2005, page 63]

Religion: According to the United States Department of Justice, this prohibition covers instances of overt discrimination against members of a particular religion as well as less direct actions, such as zoning ordinances designed to limit the use of private homes as places of worship.

Sex: This basis refers to gender identity. California's Fair Employment and Housing Act defines "sex" as including, but not limited to, pregnancy, childbirth, medical conditions related to pregnancy or childbirth and a person's gender, as defined in Section 422.56 of the Penal Code. Government Code Section 12926(p)

National Origin: This basis refers to the real or perceived country of an individual's birth, ancestry, language and/or customs.

Familial Status: According to Section 802(k) of the Fair Housing Act, as amended, means one or more individuals (who have not attained the age of 18 years) being domiciled with--

(1) a parent or another person having legal custody of such individual or individuals; or
(2) the designee of such parent or other person having such custody, with the written permission of such parent or other person.

The protections afforded against discrimination on the basis of familial status shall apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years.

Handicap (Disability): According to Section 802(h) of the Fair Housing Act, as amended, handicap/disability means -

(1) a physical or mental impairment which substantially limits one or more of such person's major life activities,
(2) a record of having such an impairment, or
(3) being regarded as having such an impairment, but such term does not include current, illegal use of or addiction to a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

The two special rights extended to the disabled include: 1) the right to make reasonable modifications to a dwelling to enable them to live there comfortably, and 2) the responsibility of management to make reasonable accommodations in order to allow the disabled person to fully enjoy their tenancy. An accommodation, in most cases, involves modifying a policy, procedure, service or rule, such as allowing assistive animals when no pets are allowed, or assigned special parking spaces.

California's Fair Employment and Housing Act (FEHA) is the primary state law which prohibits discrimination in the sale, rental, lease negotiation, or financing of housing. The FEHA has five additional protected classes: sexual orientation, marital status, ancestry, source of income and age.

Sexual Orientation: The FEHA defines this basis as heterosexuality, homosexuality, and bisexuality. Government Code Section 12926(q)

Marital Status: The applicable state regulation defines marital status as "(a)n individual's state of marriage, non-marriage, divorce or dissolution, separation, widowhood, annulment, or other marital status."

Ancestry: According to the U.S. Census Bureau, "Ancestry refers to a person's ethnic origin, heritage, descent, or "roots," which may reflect their place of birth or that of previous generations of their family. Some ethnic identities, such as 'Egyptian" or "Polish' can be traced to geographic areas outside the United States, while other ethnicities such as 'Pennsylvania German' or 'Cajun' evolved in the United States.

Source of Income: Source of income means lawful, verifiable income paid directly to tenant or paid to a representative of a tenant. A landlord is not considered a representative of a tenant. For purposes of the FEHA, it shall not constitute discrimination based on source of income to make a written or oral inquiry concerning the level or source of income.

Age: Age refers to the chronological age of any individual who has reached his or her 40th birthday.

Arbitrary: Arbitrary discrimination is prohibited. For instance, this means when management deliberately or arbitrarily discriminates against a person or group of persons based on personal characteristics. This might include, for example, persons with tattoos, numerous body piercings, unusual hair styles, overweight persons, etc.

Attachment B
2010 Census Definitions of Race and Hispanic/Latino

The data on race were derived from answers to the question on race that was asked of all people. The U.S. Census Bureau collects race data in accordance with guidelines provided by the U.S. Office of Management and Budget (OMB), and these data are based on self-identification. The racial categories included in the census questionnaire generally reflect a social definition of race recognized in this country and not an attempt to define race biologically, anthropologically, or genetically. In addition, it is recognized that the categories of the race item include racial and national origin or sociocultural groups. People may choose to report more than one race to indicate their racial mixture, such as "American Indian" ***and*** "White." People who identify their origin as Hispanic, Latino, or Spanish may be of any race.

The racial classifications used by the Census Bureau adhere to the October 30, 1997, *Federal Register* notice entitled, "Revisions to the Standards for the Classification of Federal Data on Race and Ethnicity" issued by OMB. These standards govern the categories used to collect and present federal data on race and ethnicity. OMB requires five minimum categories (White, Black or African American, American Indian or Alaska Native, Asian, and Native Hawaiian or Other Pacific Islander) for race. The race categories are described below with a sixth category, "Some Other Race," added with OMB approval. In addition to the five race groups, OMB also states that respondents should be offered the option of selecting one or more races.

If an individual did not provide a race response, the race or races of the householder or other household members were allocated using specific rules of precedence of household relationship. For example, if race was missing for a natural-born child in the household, then either the race or races of the householder, another natural-born child, or spouse of the householder were allocated.

If race was not reported for anyone in the household, then their race was assigned based on their prior Census record (either from Census 2000 or the American Community Survey), if available. If not, then the race or races of a householder in a previously processed household were allocated.

Definitions from OMB guide the Census Bureau in classifying written responses to the race question:

White. A person having origins in any of the original peoples of Europe, the Middle East, or North Africa. It includes people who indicate their race as "White" or report entries such as Irish, German, Italian, Lebanese, Arab, Moroccan, or Caucasian.

Black or African American. A person having origins in any of the Black racial groups of Africa. It includes people who indicate their race as "Black, African Am., or Negro" or report entries such as African American, Kenyan, Nigerian, or Haitian.

American Indian or Alaska Native. A person having origins in any of the original peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment. This category includes people who indicate their race as "American Indian or Alaska Native" or report entries such as Navajo, Blackfeet, Inupiat, Yup'ik, or Central American Indian groups or South American Indian groups.

Respondents who identified themselves as "American Indian or Alaska Native" were asked to report their enrolled or principal tribe. Therefore, tribal data in tabulations reflect the written entries reported on the questionnaires. Some of the entries (for example, Metlakatla Indian Community and Umatilla) represent reservations or a confederation of tribes on a reservation. The information on tribe is based on self-identification and therefore does not reflect any designation of federally or state-recognized tribe. The information for the 2010 Census was derived from the American Indian and Alaska Native Tribal Classification List for Census 2000 and updated from 2002 to 2009 based on the annual *Federal Register* notice entitled "Indian Entities Recognized and Eligible to Receive Services From the United States Bureau of Indian Affairs," Department of the Interior, Bureau of Indian Affairs, issued by OMB, and through consultation with American Indian and Alaska Native communities and leaders.

Asian. A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam. It includes people who indicate their race as "Asian Indian," "Chinese," "Filipino," "Korean," "Japanese," "Vietnamese," and "Other Asian" or provide other detailed Asian responses.

Native Hawaiian or Other Pacific Islander. A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands. It includes people who indicate their race as "Native Hawaiian," "Guamanian or Chamorro," "Samoan," and "Other Pacific Islander" or provide other detailed Pacific Islander responses.

Some Other Race. Includes all other responses not included in the "White," "Black or African American," "American Indian or Alaska Native," "Asian," and "Native Hawaiian or Other Pacific Islander" race categories described above. Respondents reporting entries such as multiracial, mixed, interracial, or a Hispanic, Latino, or Spanish group (for example, Mexican, Puerto Rican, Cuban, or Spanish) in response to the race question are included in this category.

Two or More Races. People may choose to provide two or more races either by checking two or more race response check boxes, by providing multiple responses, or by some combination of check boxes and other responses. The race response categories shown on the questionnaire are collapsed into the five minimum race groups identified by OMB and the Census Bureau's "Some Other Race" category. For data product purposes, "Two or More Races" refers to combinations of two or more of the following race categories:

1. White
2. Black or African American
3. American Indian or Alaska Native
4. Asian
5. Native Hawaiian or Other Pacific Islander
6. Some Other Race

There are 57 possible combinations involving the race categories shown above. Thus, according to this approach, a response of "White" and "Asian" was tallied as Two or More Races, while a response of "Japanese" and "Chinese" was not because "Japanese" and "Chinese" are both Asian responses.

Hispanic or Latino Origin

The data on the Hispanic or Latino population were derived from answers to a question that was asked of all people. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms, while others may identify with only one of these three specific terms. People who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories listed on the questionnaire ("Mexican," "Puerto Rican," or "Cuban") as well as those who indicate that they are "another Hispanic, Latino, or Spanish origin." People who do not identify with one of the specific origins listed on the questionnaire but indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic. Up to two write-in responses to the "another Hispanic, Latino, or Spanish origin" category are coded.

Origin can be viewed as the heritage, nationality group, lineage, or country of birth of the person or the person's parents or ancestors before their arrival in the United States. People who identify their origin as Hispanic, Latino, or Spanish may be of any race.

Some tabulations are shown by the origin of the householder. In all cases where the origin of households, families, or occupied housing units is classified as Hispanic, Latino, or Spanish, the origin of the householder is used. If an individual did not provide a Hispanic origin response, their origin was allocated using specific rules of precedence of household relationship. For example, if origin was missing for a natural-born child in the household, then either the origin of the householder, another natural-born child, or spouse of the householder was allocated.

If Hispanic origin was not reported for anyone in the household and origin could not be obtained from a response to the race question, then their origin was assigned based on their prior census record (either from Census 2000 or the American Community Survey), if available. If not, then the Hispanic origin of a householder in a previously processed household with the same race was allocated. As in Census 2000, surnames (Spanish and non-Spanish) were used to assist in allocating an origin or race.

Comparability. There are four changes to the Hispanic origin question for the 2010 Census. First, the wording of the question differs from that in 2000. In 2000, the question asked if the person was "Spanish/Hispanic/Latino." In 2010, the question asks if the person is "of Hispanic, Latino, or Spanish origin." Second, in 2000, the question provided an instruction, "Mark □ the '**No**' box if **not** Spanish/Hispanic/ Latino." The 2010 Census question provided no specific instruction for non-Hispanics. Third, in 2010, the "Yes, another Hispanic, Latino, or Spanish origin" category provided examples of six Hispanic origin groups (Argentinean, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, and so on) and instructed respondents to "print origin." In 2000, no Hispanic origin examples were given. Finally, the fourth change was the addition of a new instruction in the 2010 Census that was not used in Census 2000. The instruction is stated as follows: "NOTE: Please answer BOTH Question 8 about Hispanic origin and Question 9 about race. For this census, Hispanic origins are not races."

There were two changes to the Hispanic origin question for Census 2000. First, the sequence of the race and Hispanic origin questions for Census 2000 differed from that in 1990; in 1990, the race question preceded the Hispanic origin question. Testing prior to Census 2000 indicated that response to the Hispanic origin question could be improved by placing it before the race question without affecting the response to the race question. Second, there was an instruction preceding the Hispanic origin question indicating that respondents should answer both the

Hispanic origin and the race questions. This instruction was added to give emphasis to the distinct concepts of the Hispanic origin and race questions, and emphasized the need for both pieces of information.

Furthermore, there was a change in the processing of the Hispanic origin and race responses. In the 1990 census, respondents provided Hispanic origin responses in the race question and race responses in the Hispanic origin question. In 1990, the Hispanic origin question and the race question had separate edits; therefore, although information may have been present on the questionnaire, it was not fully utilized due to the discrete nature of the edits. However, for Census 2000, there was a joint race and Hispanic origin edit that utilized Hispanic origin and race information, regardless of the location.

Source: 2010 Census Redistricting Data (Public Law 94-171) Summary File: Technical Documentation, Appendix B – Definitions of Subject Characteristics, January 2011

Attachment C
Poverty Income Thresholds

Poverty statistics in ACS products adhere to the standards specified by the Office of Management and Budget in Statistical Policy Directive 14. To determine a person's poverty status, one compares the person's total family income in the last 12 months with the poverty threshold appropriate for that person's family size and composition (see example below). If the total income of that person's family is less than the threshold appropriate for that family, then the person is considered "below the poverty level," together with every member of his or her family. If a person is not living with anyone related by birth, marriage, or adoption, then the person's own income is compared with his or her poverty threshold. The total number of people below the poverty level is the sum of people in families and the number of unrelated individuals with incomes in the last 12 months below the poverty threshold.

For example, consider a family of three with one child less than 18 years of age, interviewed in July 2010 and reporting a total family income of $14,000 for the last 12 months (July 2009 to June 2010). The base year (1982) threshold for such a family is $7,765, while the average of the 12 inflation factors is 2.24574 Multiplying $7,765 by 2.24574 determines the appropriate poverty threshold for this family type, which is $17,438 Comparing the family's income of $14,000 with the poverty threshold shows that the family and all people in the family are considered to have been in poverty. The only difference for determining poverty status for unrelated individuals is that the person's individual total income is compared with the threshold rather than the family's income.

Table 1
Poverty Thresholds for 2012 by Size of Family and Number of Related Children Under 18 Years

Size of family unit	Related children under 18 years								
	None	One	Two	Three	Four	Five	Six	Seven	Eight or more
One person (unrelated individual).....									
Under 65 years.....	11,945								
65 years and over.....	11,011								
Two people.....									
Householder under 65 years.....	15,374	15,825							
Householder 65 years and over.....	13,878	15,765							
Three people.....	17,959	18,480	18,498						
Four people.....	23,681	24,069	23,283	23,364					
Five people.....	28,558	28,974	28,087	27,400	26,981				
Six people.....	32,847	32,978	32,298	31,647	30,678	30,104			
Seven people.....	37,795	38,031	37,217	36,651	35,594	34,362	33,009		
Eight people.....	42,271	42,644	41,876	41,204	40,249	39,038	37,777	37,457	
Nine people or more.....	50,849	51,095	50,416	49,845	48,908	47,620	46,454	46,165	44,387

Note: The poverty thresholds are updated each year using the change in the average annual Consumer Price Index for All Urban Consumers (CPI-U). Since the average annual CPI-U for 2009 was lower than the average annual CPI-U for 2008, poverty thresholds for 2009 are slightly lower than the corresponding thresholds for 2008
Source: U.S. Census Bureau

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Appendix B

APPENDIX B - PUBLIC SECTOR IMPEDIMENTS ANALYSIS

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A. INTRODUCTION

The United States Department of Justice has indicated that a major focus of its efforts is on public sector impediments that may restrict housing opportunities for disabled persons. The Department has stated:

> The Division's enforcement of the Fair Housing Act's protections for persons with disabilities has concentrated on two major areas. One is insuring that zoning and other regulations concerning land use are not employed to hinder the residential choices of these individuals, including unnecessarily restricting communal, or congregate, residential arrangements, such as group homes. The second area is insuring that newly constructed multifamily housing is built in accordance with the Fair Housing Act's accessibility requirements so that it is accessible to and usable by people with disabilities, and, in particular, those who use wheelchairs.
>
> Source: United States Department of Justice, Civil Rights Division, Housing and Civil Enforcement Section, *The Fair Housing Act*, July 25, 2008, page 4

California's Fair Employment and Housing Act states that it is unlawful:

> To discriminate through *public* or private *land use practices*, *decisions*, and *authorizations* because of race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income, or ancestry. Discrimination includes, but is not limited to, restrictive covenants, *zoning laws*, *denials of use permits*, and *other actions authorized under the Planning and Zoning Law* (Title 7 (commencing with Section 65000)), that make housing opportunities unavailable. [Emphasis added]

B. PUBLIC SECTOR IMPEDIMENTS ANALYSIS

1. Planning Policies

a. General Plan

The City's comprehensive vision for the future is the General Plan, which was adopted in 2006. Many of the General Plan goals and policies directly or indirectly relate to fair housing.

Key policies include that affect housing opportunities include:

Allows for diversity in terms of neighborhood character, from rural to urban.

Promotes the maintenance and redevelopment of blighted areas.

Allow for a range of housing opportunities, from apartments to executive homes.

Important public service policies and objectives include:

Promote social services that meet the special needs for childcare, the elderly, and the disabled.

Ensure that a full range of human service programs are available to meet the lifetime development needs of residents of all ages, including the special needs of seniors, families, children, disabled persons and youth groups.

Encourage demand-response public transportation facilities, such as the mini-bus or dial-a-ride systems in order to facilitate the transportation needs of the elderly and disabled.

Evaluate existing social programs under the City's purview, and determine if they adequately address the needs of the aged, the disabled, low-income families and persons in crisis situations.

Conduct a detailed capital improvement program using the revised population projections and proposed land use characteristics of the General Plan.

b. Housing Element

The City's Housing Element is in the process of being updated and scheduled for adoption by mid-October 2013. As required by the Housing Element Law, the policy document will include a "program" to ensure equal housing opportunity for all persons. Specifically, the City's Housing Program must include actions to:

Promote housing opportunities for all persons regardless of race, religion, sex, marital status, ancestry, national origin or color.

The State Department of Housing and Community Development (HCD) offers the following guidance on the meaning ascribed to "promoting equal housing opportunity:

> In the housing element, a local equal housing opportunity program must provide a means for the resolution of local housing discrimination complaints and should include a program to disseminate fair housing information and information about resources throughout the community. The local program must involve the dissemination of information on fair housing laws, and provide for referrals to appropriate investigative or enforcement agencies. Where appropriate, communities should distribute fair housing information in languages other than English. Sites for display of fair housing information include buses, community and senior centers, local social service offices, and other public locations including civic centers or county administrative offices.
>
> Source: State Department of Housing and Community Development, *Housing Program: Equal Housing Opportunities*, May 6, 2010

2. Housing for Disabled Persons

a. Independent Living – ADA Physical Development

The City and Redevelopment Agency – together with a HUD Section 811 Capital Advance – financially assisted the development of the Moreno Valley Apartments. Built in 1996, the development is a 24-unit two-story apartment community with all units accessible by a wheelchair user. The complex has an elevator with 14 units located on the first floor and 10 units located on the second floor.

The apartment community has 14 one-bedroom units; eight two-bedroom units; and two three-bedroom units.

Located at 24545 Bay Avenue, the Moreno Valley Apartments are close to a variety of transit, public and other community services.

Two other developments accommodate the housing needs of disabled persons:

- Atwood Gardens — 9 units for of permanent support housing for developmentally disabled adults
- Rancho Dorado — 15 units of permanent supportive housing for homeless and mentally ill adults

b. Housing for Disabled Persons – Licensed Residential Care Facilities

The California Community Care Licensing Division defines these facilities as follows:

Adult Residential Facilities: ARFs are facilities of any capacity that provide 24-hour non-medical care for adults ages 18 through 59, who are unable to provide for their own daily needs. Adults may be physically handicapped, developmentally disabled, and/or mentally disabled.

Residential Care Facilities for the Elderly: RCFEs provide care and supervision and assistance with activities of daily living, such as bathing and grooming. They may also provide incidental medical services under special care plans. The facilities provide services to persons 60 years of age and over and persons under 60 with compatible needs. RCFEs may also be known as assisted living facilities, retirement homes and board and care homes. The facilities can range in size from six beds or less to over 100 beds. The residents of these facilities require varying levels of personal care and protective supervision.

Group Homes: These are facilities of any capacity and provide 24-hour non-medical care and supervision to children in a structured environment. Group homes provide social, psychological, and behavioral programs for troubled youth.

Small Family Homes SFHs provide 24-hour-a-day care in the licensee's family residence for six or fewer children who are mentally disabled, developmentally disabled, or physically handicapped, and who require special care and supervision as a result of such disabilities.

Table B-1 shows the number (114) and capacity (676) of three types of residential care facilities.

c. Home Modifications

In addition, the City – through HOME funds – provides financial assistance to disabled homeowners. Among the major purposes of the Home Improvement Loan Program (3% deferred) is to "improve handicap accessibility."

Table B-1
City of Moreno Valley
Licensed Residential Care Facilities –2013

Facility Type	Number	Capacity
Adult Residential Facilities	64	333
Residential Care Facilities For the Elderly	38	265
Group Homes	12	78
Total	114	676

Source: State Department of Social Services, Community Care Licensing Division, facilities inventory as of February 18, 2013
Note: Of the 64 ARF facilities, three had licenses pending. Total capacity of the three facilities is 18. Of the 38 RCFEs, three with a capacity of 20 beds had licenses pending. Two of the Small Family Homes with a capacity of twelve beds had provisional license and one with a capacity of six beds had a pending license.

3. Public Services

a. Fair Housing Services

The City annually contracts for the provision of fair housing services. Annually, the City allocates an average of $40,000 for these fair housing services.

Under this contract, the Fair Housing Council of Riverside County (FHCRC) provides a full range of fair housing services, including:

- Anti-discrimination services
- Landlord/tenant mediation and enforcement services
- Training and technical assistance
- Enforcement of housing rights,
- Foreclosure counseling and prevention
- First-time homebuyer counseling

The primary goal is to implement activities that affirmatively further fair housing.

b. Transit Services

Public transit is an important service that should be available to all transit dependent populations, including areas of minority and low-income concentrations. For some that live in the areas of concentration, public transit is a means of getting to work and, therefore, earn an income.

The Riverside Transit Agency (RTA), Metrolink, and a few other systems, such as the MoVan for seniors and the disabled, provide the majority of public transportation in Moreno Valley. The combination of these agencies provides transportation access within Moreno Valley, to surrounding communities within Riverside County, and regional transportation to Orange, Los Angeles and San Bernardino Counties.

1) *Riverside Transit Agency*: Currently nine RTA bus routes serve the City, one of which connects with the Metrolink Rail Line Station to provide a light rail connection to Orange and Los Angeles Counties. Table B-2 lists the route number, general route descriptions, and areas served.

Table B-2
Riverside Transit Agency – Routes Serving Moreno Valley

Route #	Route Description	Also Serving
11	Moreno Valley Mall/March ARB	Sunnymead Middle School
		Moreno Valley High School
16	Riverside Downtown Terminal to Moreno Valley Mall	Downtown Riverside
		UCR, Canyon Crest Towne Center
		Canyon Springs Plaza
18	Sunnymead Ranch to Moreno Valley College	Moreno Valley Mall
		Hometown Buffet
		Canyon Springs High School
		Sunnymead Ranch
		Moreno Valley High School
		Vista Del Lago High School
		Riverside Community College
19	Moreno Valley Mall to Perris Station Transit Center – Trumble Road	March Mountain High School
		RCC
		Perris High School
20	Magnolia Center, RCR Medical Center	
	Moreno Valley Community Hospital	
	Moreno Valley College	
35	Beaumont/Banning to Moreno Valley Mall	Walmart, Kmart, City Hall
		Riverside County Regional
		Medical Center
41	Mead Valley Community Center to Moreno Valley College and RCRMC	Rancho Verde High School
		RCC Mo Val
		Riverside County Regional
		Medical Center
208	Temecula-Murrieta-Sun City-Perris Moreno Valley-Downtown Terminal	Riverside City Hall
		County Administration Building
210/220	Riverside Downtown Terminal to Palm Desert	Riverside City Hall
		County Administration Building

Source: Riverside Transit Agency

2) *RTA Dial-A-Ride (DAR) Program*: RTA also offers a dial-a-ride service for senior and disabled (ADA certified) passengers. The service provides curb-to-curb transportation to and from communities within Riverside County. The ADA Intercity #2 Dial-a-Ride route serves the cities of Moreno Valley, Riverside and Norco. Trips are able to be reserved seven days a week; however, reservations must be made at least one day in advance. Transfers are available for other city transportation services. The fare is $3.00 for seniors and disabled persons. Wait times vary as they pick up and drop off several different passengers per trip.

3) *ADA Intercity*: ADA Intercity connection services are available for ADA-certified passengers only. The ADA Intercity #1 service is available for ADA passengers traveling to and from Moreno Valley, Mead Valley, Perris, Riverside, Woodcrest, Grand Terrace, Highgrove and Loma Linda. Trips may involve various transfers between vans.

4) *MoVan*: This service is operated by the Friends of Moreno Valley Senior Center in coordination with the RTA, and provides Moreno Valley transportation services for seniors and persons with disabilities. The service operates Monday-Friday, and specializes in trips to Riverside and Loma Linda. It requires a 24-hour advanced reservation. There is no charge, but donations are accepted.

4. Planning and Zoning Policies and Practices

As part of the preparation of the *Analysis of Impediments to Fair Housing Choice* the City responded to a 24-question survey regarding governmental codes or policies and practices that may result in the creation or perpetuation of one or more impediments to fair housing choice. The survey has a particular focus on land use and zoning regulations, practices and procedures that can act as barriers to the situating, development, or use of housing for individuals with disabilities. However, it also touches on areas that may affect fair housing choice for families with children or otherwise serve as impediments to full fair housing choice. In identifying impediments to fair housing choice, the survey looks to distinguish between *regulatory* impediments based on specific code provisions and *practice* impediments, which arise from practices or implementing policies used by the jurisdiction.

Attachment A is the complete *Survey of Zoning and Planning Codes, Policies and Practices That May Pose an Impediment to Fair Housing Choice*. The survey provides background information that explains the fair housing issues and concerns posed by each question. Three examples of background information are provided below:

- The *City of Santa Barbara v Adamson* case explains why cities should not have a definition of "family" that restricts housing opportunities for disabled persons living in a group home.
- The *U.S. ex re. Anti-Discrimination Center v. Westchester County* indicates that in appropriate circumstances affordable housing can be a tool to address a lack of fair housing choice in highly segregated communities.
- The Housing for Older Persons Act explains the conditions under which senior housing is exempt from the prohibition against familial discrimination.

Attachment A presents the results of the *Zoning and Planning Survey*. Based on this analysis it was determined that the City can take the actions affirmatively further fair housing. Table B-3 on pages 7 and 8 describes the public sector impediments and the recommended actions to ameliorate or remove the impediment.

Table B-3
City of Moreno Valley
Summary of Public Sector Impediments
and Fair Housing Action Plan Recommendations

Impediment	Action Plan Recommendation
Housing for Disabled Persons – Disability Definition	
HUD encourages cities to provide a definition of "disability" in its planning and zoning codes.	In order to affirmatively further fair housing, the City will establish a specific disability definition that is identical to the one in the Federal Fair Housing Act. The definition will be included in the Reasonable Accommodation Procedure.
Housing for Disabled Persons – Supportive Services	
HUD encourages cities to make provisions for housing with supportive services in the planning and zoning codes. The City's zoning regulations do not explicitly prohibit or permit transitional and supportive housing in residential zones.	The Planning and Zoning Code will be revised to define transitional and supportive housing and to indicate the residential zones in which such housing is permitted.
Housing for Disabled Persons – Reasonable Accommodation Procedure	
HUD, the Federal Department of Justice and the California Attorney General's Office all encourage cities to adopt a reasonable accommodation procedure. This procedure provides a means for disabled persons to requests exceptions from the development standards of a planning and zoning code and the standards of a building code.	The City will adopt a reasonable accommodation procedure.
Special Needs Populations	
HUD encourages cities to address special needs populations through provisions in their planning and zoning codes and policies contained in their planning documents.	The City will address special needs populations through the policies of the Consolidated Plan and Housing Element. In the Housing Element Update (to be adopted by October 2013), the City must address the needs of the developmentally disabled population. The City also will consider amending the Planning and Zoning Code to include a definition and development standards for special needs housing.

Table B-1 continued
City of Moreno Valley
Summary of Public Sector Impediments
and Fair Housing Action Plan Recommendations

Senior Housing	
Impediment	**Action Plan Recommendation**
Under federal law housing discrimination against families with children is permitted only in housing in which all the residents are 62 years of age or older or where at least 80% of the occupied units have one person who is 55 years of age or older. Generally, California law states that a housing provider using the lower age limitation of 55 years must have at least 35 units to use the familial status discrimination exemption. Also, California law, with narrow exceptions, requires all residents to be "senior citizens" or "qualified permanent residents", pursuant to Civil Code §51.3. The Planning and Zoning Code needs to be amended to contain a more precise definition of "senior housing."	The City will amend the Planning and Zoning Code by adding a senior housing definition. Many cities define senior housing as follows: Senior citizen housing shall mean a housing development consistent with the California Fair Employment and Housing Act (Government Code Section 12900 et. seq., including 12955.9 in particular), which has been "designed to meet the physical and social needs of senior citizens," and which otherwise qualifies as "housing for older persons" as that phrase is used in the Federal Fair Housing Amendments Act (42 U.S.C. 3607(b)) and implementing regulations and as that phrase is used in California Civil Code Section 51.2 and 51.3.

Attachment A
Survey of Zoning, Planning and Building Codes, Policies and Practices That May Pose an Impediment to Fair Housing Choice

Name of Jurisdiction: City of Moreno Valley
Reviewing Agency: _____
Reviewer: _____
Date: _____

INTRODUCTION

As part of the preparation of an Analysis of Impediments to Fair Housing Choice, which is required for the receipt of certain federal funds, this survey provides answers to 24 questions regarding local governmental codes, policies and/or practices that may result in the creation or perpetuation of one or more impediments to fair housing choice. It has a particular focus on land use and zoning regulations, practices and procedures that can act as barriers to the situating, development, or use of housing for individuals with disabilities. However, it also touches on areas that may affect fair housing choice for families with children or otherwise serve as impediments to full fair housing choice.

The Survey helps to analyze the fair housing impacts of the City's codes and other documents related to land use and zoning decision-making. Additional information may be sought through interviews with appropriate staff and local developers of housing. In identifying impediments to fair housing choice, the survey looks to distinguish between regulatory impediments based on specific code provisions and practice impediments, which arise from practices or implementing policies used by the City.

The Survey was originally developed by David Acevedo of the U.S. Department of Housing and Urban Development – Los Angeles. It was modified by Castaneda & Associates and the Fair Housing Council of Orange County, Inc. HUD-LA has approved it use as a means to identify public sector fair housing impediments caused by a jurisdictions planning, zoning, and building codes and practices.

QUESTIONS

The 24 questions comprising the Survey are organized into five categories:

- Housing for Disabled People
- Housing for Special Needs Populations
- Affordable Housing Policies
- Accessible Housing and Parking
- Other Fair Housing Policies

The 24 questions are listed below by category and answers to the questions begin on page 4.

Attachment B shows the schedule of accessible parking requirements.

Appendix E lists the data sources consulted to complete the public sector impediments analysis.

Housing for Disabled People

1. Does the Code definition of "family" have the effect of discriminating against unrelated individuals with disabilities who reside together in a congregate or group living arrangement?

2. Does the Zoning Code definition of "dwelling unit" or "residential unit" have the effect of discriminating against unrelated individuals with disabilities who reside together in a congregate or group living arrangement?

3. Does the Zoning Code or any policy document define "disability", if at all; at least as broadly as the Fair Housing Act?

4. Are the personal characteristics of residents including, but not necessarily limited to, disability considered in land use decisions?

5. Does the zoning ordinance restrict housing opportunities for individuals with disabilities and mischaracterize such housing as "boarding or rooming house" or "hotel"?

6. Does the zoning ordinance deny housing opportunities for disabled individuals with on-site housing supporting services?

7. Does the jurisdiction policy allow any number of unrelated persons to reside together, but restrict such occupancy, if the residents are disabled?

8. Does the City require a public hearing for disabled persons seeking specific exceptions to zoning and land-use rules (variances) necessary for them to be able to fully use and enjoy housing?

9. Does the City have, either by ordinance or policy, a process by which persons with disabilities can request reasonable accommodations (modifications or exceptions) to the jurisdiction's codes, rules, policies, practices, or services, necessary to afford persons with disabilities an equal opportunity to use or enjoy a dwelling?

10. If the City supplies or manages housing, is there a clear policy to allow disabled persons residing in or seeking to reside in the housing to make or request reasonable physical modifications or to request reasonable accommodations? If 'Yes', is the policy communicated to applicants or residents?

Housing for Special Needs Populations

11. Does the zoning code or other planning policy document address housing for "special needs" populations?

12. How are "special group residential housing" defined in the jurisdiction's zoning code?

13. Does the zoning code distinguish senior citizen housing from other single- family residential and multifamily residential uses by the application of a conditional use permit (CUP)?

14. Are there any standards for Senior Housing in the Zoning Code? If 'Yes', do the standards comply with federal law on housing for older persons (i.e., solely occupied by persons 62 years of age or older, or at least one person 55 years of age, or other qualified permanent resident pursuant to Civil Code Section 51.3)? Is the location of Senior Housing treated differently than other rental or for-sale housing? If 'Yes', explain.

Affordable Housing Policies

15. Is there a Zoning Code or other development policy that encourages or requires the inclusion of housing units affordable to low- and/or moderate- income households ('inclusionary housing')?

16. Does the City encourage or require affordable housing developments to give an admission preference to individuals already residing within the jurisdiction? If 'Yes', is it a requirement?

Accessible Housing and Parking

17. Does the jurisdiction's planning and building codes presently make a specific reference to the accessibility requirements contained in the 1988 amendments to the Fair Housing Act? Is there any provision for monitoring compliance?

18. Does the zoning ordinance contain any special provisions for making housing accessible to persons with disabilities?

19. Describe the minimum standards and amenities required by the ordinance for a multiple family project with respect to handicap parking?

Other Fair Housing Policies

20. Does the zoning ordinance include a discussion of fair housing? If yes, how does the jurisdiction propose to further fair housing?

21. Does the Zoning Code or Building Code establish occupancy standards or maximum occupancy limits that are more restrictive than state law, which incorporates the Uniform Housing Code (UHC)?

22. Does the Zoning Code allow for mixed uses? If 'Yes', does the ordinance or other planning policy document consider the ability of mixed-use development to enhance housing affordability? Also, do development standards for mixed-uses take into consideration the challenges of providing housing accessible to persons with disabilities in such mixed uses?

23. Does the zoning ordinance describe any areas in this jurisdiction as exclusive? Are there exclusions or discussions of limiting housing to any of the following groups? If yes, check any of the following that apply:

    - Race
    - Color
    - Sex

- Religion
- Age
- Disability
- Marital or Familial Status
- Creed of National Origin

24. Do real estate property tax assessments adversely impact one or more of the protected groups?

Housing for Disabled People

1. Does the Zoning Code definition of "family" have the effect of discriminating against unrelated individuals with disabilities who reside together in a congregate or group living arrangement?

Yes ☐ **No** ☒

a. Background

The legislative history of the Federal Fair Housing Act specifically recognizes that zoning ordinance provisions have discriminated against people with disabilities by limiting opportunities to live in the community and in group home residences:

> While state and local governments have authority to protect safety and health and to regulate use of land, that authority has sometimes been used to restrict the ability of individuals to live in communities. This has been accomplished by such means as the enactment or imposition of . . . land use requirements on congregate living arrangements among non-related persons with disabilities. Since these requirements are not imposed on families and groups of similar size or other unrelated people, these requirements have the effect of discriminating against people with disabilities.
>
> Source: H.R. Rep. No 711, 100th Cong., 2d Sess. 24 (1988), reprinted in 1988 U.S.C.C.A.N. 2173, 2185.

Group living arrangements are often necessary to enable people with disabilities to secure the supports they need to live in the community. Moreover, integration in the community has been found to enhance the quality of life and functioning of people with disabilities.

The State of California, in enacting it own fair housing protections, specifically recognized that land use practices have discriminated against group housing for people with disabilities. In a statement of legislative intent that accompanied amendments to California's Fair Housing and Employment Act, the following findings were made:

- That public and private land use practices, decisions, and authorizations have restricted, in residentially zoned areas, the establishment and operation of group housing, and other uses.
- That people with disabilities. . . are significantly more likely than other people to live with unrelated people in group housing.
- That this act covers unlawful discriminatory restrictions against group housing for these people.

The California Land Use and Zoning Campaign found two zoning provisions that have the effect of discriminating against the development, siting and use of group homes for individuals with disabilities: (1) definitions of "family" that have numerical limits on unrelated persons and (2) occupancy standards based on familial status.

Traditionally, many cities and counties in their zoning ordinance have defined "family" as " . . . persons related by blood, marriage or adoption or not more than five unrelated persons, excluding servants."

Historically, for land use and zoning purposes, this definition has been used to limit single family low density zones (hereafter "R1 zones") to "traditional" family households to maintain the residential character of a neighborhood. However, this restrictive definition, which limits the number of unrelated persons who may live together, has effectively prohibited the siting and development of congregate or group homes for individuals with disabilities in R1 zones. A restrictive definition coupled with a conditional use permit requirement has also been used to strictly control the location of group homes for individuals with disabilities in multi-family zones.

Under the foregoing typical definition, a group home for individuals with disabilities that functions like a family would be excluded from an R1 zone solely because the residents are unrelated by blood, marriage or adoption. Instead of distinguishing between related and unrelated persons, a definition of family should look to whether the household functions as a cohesive unit and the use of the residence is compatible with other dwellings in an R1 zone. The characteristics of the residents of the dwelling, that they are individuals with disabilities, are not relevant to an inquiry of compatibility.

In 1980, the California Supreme Court in City of Santa Barbara v. Adamson struck down a municipal ordinance that permitted any number of related people to live in a house in a R1 zone but limited the number of unrelated people who were allowed to do so to five. The Court held that the residents of the Adamson household were a single housekeeping unit that could be termed an alternative family because they shared expenses, rotated chores, ate evening meals together, participated in recreational activities together, and became a close group with social, economic, and psychological commitments to each other. As a single housekeeping unit or, alternative family, the Adamson household could not be excluded from the single family zone nor made to apply for a conditional use permit.

Both state and federal fair housing laws also prohibit restrictive definitions of family that either intentionally discriminate against people with disabilities or have the effect of excluding such individuals from housing. Restrictive definitions of family illegally limit the development and siting of group homes for individuals with disabilities, not families similarly sized and situated, and effectively deny housing opportunities to those who because of their disability live in a group home setting.

A restrictive definition of family not only discriminates against people with disabilities in violation of the Act, but the failure to modify the definition of family or make an exception for group homes for people with disabilities may also constitute a refusal to make a reasonable accommodation under the Act.

To comply with fair housing laws, a definition of "family" must emphasize the functioning of the members as a cohesive household:

- A definition should not distinguish between related and unrelated persons.

- A definition should not impose numerical limitations on the number of persons that may constitute a family.

Source: Kim Savage, Mental Health Advocacy Services, Inc., *Fair Housing Law Issues in Land Use and Zoning – Definition of Family and Occupancy Standards*, September 1998, pages 1-5

b. Planning and Zoning Code Regulations

Section 9.15.030 of the Planning and Zoning Code defines "family" as follows":

"Family" means one or more individuals occupying a dwelling unit and living as a single household unit.

[Note: references to the zoning code and/or zoning regulations refer to the Municipal Code, Title 9, Planning and Zoning.]

c. Conclusion

The City of Moreno Valley zoning regulations define the occupants of a housing unit as a "family" and "household unit." Furthermore, the zoning regulations do not refer to related or unrelated persons who may occupy a housing unit. Therefore, the zoning regulations do not discriminate against unrelated individuals with disabilities who reside together in a congregate or group living arrangement.

2. Does the Zoning Code definition of "dwelling unit" or "residential unit" have the effect of discriminating against unrelated individuals with disabilities who reside together in a congregate or group living arrangement?

Yes ☐ **No** ☒

a. Background

The definition of a "dwelling unit" or "residential unit" may exclude or restrict housing opportunities for individuals with disabilities by mischaracterizing congregate or group living arrangements as "boarding or rooming house" or "hotel'. Both State and Federal fair housing laws prohibit definitions of dwelling that either intentionally discriminate against people with disabilities or have the effect of excluding such individuals from housing. Generally, all dwellings are covered by fair housing laws, with a "dwelling" being defined as "a temporary or permanent dwelling place, abode or habitation to which one intends to return as distinguished from the place of temporary sojourn or transient visit."

b. Planning and Zoning Code Regulations

Section 9.15.030 of the Planning and Zoning Code defines "dwelling unit" as follows:

"Dwelling unit" means a building or mobile home or portion thereof, which contains living facilities for not more than one family, within which one family has interior access to all parts of the dwelling. In the case of residential care facilities with shared eating, cooking or sanitation facilities, a dwelling unit is a building or portion thereof that contains living facilities for ten (10) or less persons.

The Planning and Zoning Code does not include a definition of "residential unit,"

c. Conclusion

The "dwelling unit" definition is consistent with fair housing laws as it does not mischaracterize licensed group homes or residential care facilities as "boarding or roominghouse." In fact, the definition incorporates residential care facilities within the meaning of "dwelling unit."

3. Does the Zoning Code or any policy document define "disability", if at all; at least as broadly as the Fair Housing Act?

Yes ☐ **No** ☒

a. Background

The Fair Housing Act prohibits discrimination on the basis of handicap. "Handicap" has the same legal meaning as the term "disability." Federal laws define a person with a disability as:

> Any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such an impairment.

The term "physical or mental impairments" may include conditions such as blindness, hearing impairment, mobility impairment, HIV infections, AIDS, AIDS Related Complex, mental retardation, chronic alcoholism, drug addiction, chronic fatigue, learning disability, head injury, and mental illness.

The term "major life activities" may include walking, talking, hearing, seeing, breathing, learning, performing manual tasks, and caring for oneself.

b. Planning and Zoning Code Regulations

The City's zoning regulations do not contain a definition of disability. Section 9.15.030 of the Planning and Zoning Code defines "handicap housing" as follows:

> "Handicapped housing" means multiple-family housing in which *all* of the dwelling units serve *physically handicapped* persons. Handicapped housing is characterized by doors, elevators, bathroom and kitchen facilities designed to accommodate physically handicapped persons. Handicapped housing does not include residential care facilities licensed by the state of California. [Emphasis added]

"Handicapped housing" is a permitted use in the RS 10, R10, RS 15 and RS 20 zone districts. It is a conditionally permitted use in the MUD 1 and MUD 2 zone districts. The latter are mixed use districts allowing up to 15 and 30 dwelling units per acre.

c. Conclusion

In order to affirmatively further fair housing, the City will establish a specific disability definition that is identical to the one in the Fair Housing Act. The definition will be included in the Reasonable Accommodation Procedure that will be adopted in the first year (2013-2014) of the *2013-2018 Fair Housing Action Plan.*

4. Are the personal characteristics of residents, including but not necessarily limited to, disability, considered in planning and zoning decisions?

Yes ☐ **No** ☒

a. Background

Under the Fair Housing Act, cities may have reasonable restrictions on the maximum number of occupants permitted to occupy a dwelling; however, the restrictions cannot be based on the *characteristics* of the occupants; the restrictions must apply to all households, and are based upon health and safety standards. Similarly, a conditional use permit or variance requirement triggered by the number of people with certain *characteristics* (such as a disability) who will be living in a particular dwelling is prohibited. Because licensed residential care facilities serve people with disabilities, imposing a variance requirement on family-like facilities of a certain size and not similarly sized housing for people without disabilities, violates fair housing laws.

According to the Department of Justice (DOJ) and Department of Housing and Urban Development (HUD), "group home" does not have a specific legal meaning. In the DOJ/HUD Joint Statement –

> ...the term 'group home' refers to housing occupied by groups of unrelated individuals with disabilities. Sometimes, but not always, housing is provided by organizations that also offer services for individuals with disabilities living in the group home. Sometimes it is this group home operator, rather than the individuals who live in the home, that interacts with local government in seeking permits and making requests for reasonable accommodations on behalf of those individuals.
>
> The term 'group home' is also sometimes applied to any group of unrelated persons who live together in a dwelling – such as a group of students who voluntarily agree to share the rent on a house. The Act does not generally affect the ability of local governments to regulate housing of this kind, as long as they do not discriminate against residents on the basis of race, color, national origin, religion, sex, handicap (disability) or familial status (families with minor children).
>
> Local zoning and land use laws that treat groups of unrelated persons with disabilities less favorably than similar groups of unrelated persons without disabilities violate the Fair Housing Act.

b. Planning and Zoning Code Regulations

Under the provisions of California law, the use of property for the care of six or fewer disabled persons is a residential use for the purpose of zoning. The land use protection applies to --

- Intermediate care facilities for individuals who have developmental disabilities (Health and Safety Code Section 1267.8)
- Residential facilities for persons with disabilities and for abused children (Health and Safety Code Section 1566.3, and Welfare and Institution Code Section 5116)
- Residential care facility for the elderly (Health and Safety Code Section 1569.87)
- Alcoholism and drug treatment facilities (Health and Safety Code Section 11834.23)
- Residential facilities for persons with chronic life threatening illness (Health and Safety Code Section 1568.0831)

Source: Law Offices of Goldfarb & Lipman, *Between the Lines: A Question and Answer Guide on Legal Issues in Supportive Housing*, 1999, pg. 110.

Health and Safety Code Section 1566.3 states:

> No conditional use permit, zoning variance, or other zoning clearance shall be required of a residential facility which serves six or fewer persons which is not required of a family dwelling of the same type in the same zone.

Section 9.02.020 of the Planning and Zoning Code describes the permitted and conditionally permitted uses by zone district. This section of the Planning and Zoning Code, however, does not list the zones in which residential care facilities for six or few persons are permitted. The *2008-2014 Housing Element* explains –

> The State of California has authority over the review of group homes having six or fewer persons. The City of Moreno Valley does not require community input, nor does the city impose additional requirements on housing for the disabled. (page 79)

c. Conclusion

Licensed residential care facilities providing housing for six or fewer disabled persons are allowed by right in all residential zones that permit single family homes. The characteristics of the occupants of such housing are not considered in zoning decisions. The zoning regulations do not impose an impediment to the siting of licensed group homes in residential zones that permit single family homes.

5. Does the Zoning Code restrict housing opportunities for individuals with disabilities and mischaracterize such housing as "boarding or rooming house" or "hotel"?

Yes ☐ **No** ☒

a. Background

Housing for disabled persons in some communities is limited to certain residential zones. Often, housing for disabled persons is included in how cities define a boarding house or hotel.

State law requires that licensed residential care facilities not be defined within the meaning of boarding house, rooming house, institution or home for the care of minors, the aged, or the mentally infirm, foster care home, guest home, rest home, sanitarium, mental hygiene home, or other similar term which implies that a residential facility is *a business run for profit.*

b. Planning and Zoning Code Zoning Regulations

Section 9.15.030 of the Planning and Zoning Code defines a "boardinghouse" as follows:

> "Boarding or rooming house" means a building containing a dwelling unit where lodging is provided with or without meals for compensation. Notwithstanding this definition, no single-family residence lawfully operating pursuant to a state license under the California Health and Safety Code, that is otherwise exempt from local zoning regulations, shall be considered a boarding or rooming house for purposes of this code.

c. Conclusion

The zoning regulations do not include residential care facilities within the meaning of "boarding house" or "rooming house." Furthermore, the zoning regulations explicitly exclude licensed residential care facilities from the meaning of boarding or rooming house. Therefore, the City's regulations comply with the Federal Fair Housing Act and the State laws.

6. Does the Zoning Code deny housing opportunities for disabled individuals with on-site housing supporting services?

Yes ☐ **No** ☒

a. Background

Housing for disabled persons often must incorporate on-site supportive services. Zoning provisions that limit on-site supportive services will, in effect, curtail the development of adequate housing for the disabled. As the joint statement by DOJ and HUD indicates:

> Sometimes, but not always, housing is provided by organizations that also offer services for individuals with disabilities living in the group home.

b. Planning and Zoning Code Regulations

The zoning regulations do not outright deny supportive housing by, for example, listing it as a prohibited use in the residential zones.

SB 2 (Chapter 633, Statutes of 2007) amends housing element law regarding planning and approval of transitional and supportive housing. Government Code Section 65583 was amended to require local zoning to be updated to state that transitional and supportive housing shall be considered a residential use and only subject to those restrictions that apply to other residential uses of the same type in the same zone. For example, if the transitional housing is a multifamily use proposed in a multifamily zone, then zoning should treat the transitional housing the same as other multifamily uses proposed in the zone.

The *2008-2014 Housing Element* states:

> The City does not restrict occupancy nor does it impose conditions on group homes that provide services on-site. (page 80)
>
> Continue to allow transitional and supportive housing in all residential zones. (page 94)

The zoning regulations, however, do not –

- Define supportive housing
- Define transitional housing
- Identify the zones in which such housing is permitted

HCD has stated:

> If jurisdictions do not *explicitly* permit transitional and supportive housing ... the element must include a program to ensure zoning treats transitional and supportive housing as a

residential use, subject only to those restrictions on residential uses contained in the same type of structure. [Emphasis added]

Source: Department of Housing and Community Development, *Memorandum – Senate Bill 2 – Legislation Effective January 1, 2008: Local Planning and Approval for Emergency Shelters and Transitional and Supportive Housing*, May 7, 2008, page 14

HCD also has stated:

Every locality must identify zones that will allow the development of transitional housing. The housing element should identify zones that allow supportive housing development....

Source: California Department of Housing and Community Development, *Zoning for a Variety of Housing Types*, May 6, 2010, page 1

c. Conclusion

The zoning regulations do not explicitly prohibit or permit transitional and supportive housing in residential zones. Therefore, the Planning and Zoning Code should be revised to define transitional and supportive housing and to indicate the residential zones in which such housing is permitted.

HCD suggests the following definitions:

Supportive Housing: Housing with no limit on length of stay, that is occupied by the target population and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.

Transitional Housing: Transitional housing and transitional housing development mean rental housing operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months.

7. Does the jurisdiction policy allow any number of unrelated persons to reside together, but restrict such occupancy, if the residents are disabled?

Yes ☒ (as permitted by law) No ☐

a. Background

The joint statement by DOJ and HUD describes this issue as follows:

A local government may generally restrict the ability of groups of unrelated persons to live together as long as the restrictions are imposed on all such groups. Thus, in the case where a family is defined to include up to six unrelated people, an ordinance would not, on its face, violate the Act if a group home of seven unrelated people *with* disabilities was not allowed to locate in single-family zoned neighborhood, because a group of seven unrelated people *without* disabilities would also not be allowed. [Emphasis added]

b. Planning and Zoning Code Regulations

Housing for six or fewer disabled persons is a permitted use in all zones that permit single family housing. The City allows residential care facilities for seven or more persons in all residential zones subject to approval of a Conditional Use Permit (CUP). State law -- as the summary below explains -- allows cities to require a conditional use permit for residential care facilities for seven or more persons.

> Because California law only protects facilities serving six or fewer residents, many cities and counties restrict the location of facilities housing seven or more clients. They may do this by requiring use permits, adopting special parking and other standards for these homes, or prohibiting these large facilities outright in certain zoning districts. While this practice may raise fair housing issues, no published California decision prohibits the practice, and analyses of recent State legislation appear to assume that localities can restrict facilities with seven or more clients. Some cases in other federal circuits have found that requiring a conditional use permit for large group homes violates the federal Fair Housing Act. However, the federal Ninth Circuit, whose decisions are binding in California, found that *requiring a conditional use permit for a building atypical in size and bulk for a single-family residence* does not violate the Fair Housing Act. [Emphasis added]
>
> Barbara Kautz, Goldfarb & Lipman LLP, *Select California Laws Relating to Residential Recovery Facilities and Group Homes*, pg. 3, presented at the Residential Recovery Facilities Conference, Newport Beach, March 2, 2007.

c. Conclusion

Group homes housing six or fewer persons and licensed by the State under the provisions of the Health and Safety Code are permitted in residential zones. Under the law, a city may require a conditional use permit (CUP) for group housing occupied by seven or more disabled persons. Therefore, the City's zoning regulations are consistent with Federal and State fair housing laws.

8. Does the City require a public hearing for disabled persons seeking specific exceptions to zoning and land-use rules (variances) necessary for them to be able to fully use and enjoy housing?

Yes ☒ **No** ☐

If 'Yes', is the process the same as for other applications for variances, or does it impose added requirements?

Yes ☒ **No** ☐

a. Background

Persons with disabilities cannot be treated differently from non-disabled persons in the application, interpretation and enforcement of a community land use and zoning policies.

b. Planning and Zoning Code Regulations

All applicants requesting exceptions from the zoning and land use rules must apply for an administrative variance or variance. The administrative variance requires a community development director's hearing. A notice of this hearing is mailed to contiguous property

owners and interested parties 10 days in advance of the director's hearing. The decision of the director can be appealed to the City Council.

Variances must be granted by the Planning Commission and require a public hearing. Variances from the terms of the zoning regulations shall be granted only when, because of special circumstances applicable to the *property* (not the user) in question, including size, shape, topography, location or surroundings, the strict application of the zoning regulations deprives such property of privileges enjoyed by other property in the vicinity and under identical zoning classification. Consequently, variances to a zoning regulation may be granted with respect to development standards such as, but not limited to, walls, fences, screening and landscaping, site area, width and depth, coverage, front, side and rear yards, height of structures, usable open space, and on-street and off-street parking and loading facilities. In approving a variance, the Planning Commission may impose reasonable conditions.

c. Conclusion

Reasonable accommodation procedures do not require public hearings. Consequently, once adopted, the reasonable accommodation procedure will enable the City to streamline the process for disabled applicants to request relief from the Planning and Zoning Code development standards.

9. Does the City have, either by ordinance or policy, a process by which persons with disabilities can request reasonable accommodations (modifications or exceptions) to the jurisdiction's codes, rules, policies, practices, or services, necessary to afford persons with disabilities an equal opportunity to use or enjoy a dwelling?

Yes ☐ **No** ☒

a. Background

A joint statement by DOJ and HUD explains this issue as follows:

> As a general rule, the Fair Housing Act makes it unlawful to refuse to make 'reasonable accommodations' (modifications or exceptions) to rules, policies, practices, or services, when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use or enjoy a dwelling.
>
> Even though a zoning ordinance imposes on group homes the same restrictions it imposes on other groups of unrelated people, a local government may be required, in individual cases and when requested to do so, to grant a reasonable accommodation to a group home for persons with disabilities. For example, it may be a reasonable accommodation to waive a setback required so that a paved path of travel can be provided to residents who have mobility impairments. A similar waiver might not be required for a different type of group home where residents do not have difficulty negotiating steps and do not need a setback in order to have an equal opportunity to use and enjoy a dwelling.
>
> Where a local zoning scheme specifies procedures for seeking a departure from the general rule, courts have decided, and the Department of Justice and HUD agree, that these procedures must ordinarily be followed. If no procedure is specified, persons with disabilities may, nevertheless, request a reasonable accommodation in some other way,

> and a local government is obligated to grant it if it meets the criteria discussed above. A local government's failure to respond to a request for reasonable accommodation or an inordinate delay in responding could also violate the Act.
>
> Local governments are encouraged to provide mechanisms for requesting reasonable accommodations that operate promptly and efficiently, without imposing significant costs or delays. The local government should also make efforts to insure that the availability of such mechanisms is well known within the community.
>
> Joint Statement of the Department of Justice and the Department of Housing and Urban Development, *Group Homes, Local Land Use, and the Fair Housing Act*, August 18, 1999, pages 3 and 4.

On May 15, 2001 the State Attorney General transmitted a letter to all local governments advising the localities to consider adoption of a reasonable accommodation procedure. In that letter, the Attorney General stated:

> Both the federal Fair Housing Act ('FHA') and the California Fair Employment and Housing Act ('FEHA') impose an affirmative duty on local governments to make reasonable accommodations (i.e., modifications or exceptions) in their zoning laws and other land use regulations and practices when such accommodations 'may be necessary to afford' disabled persons 'an equal opportunity to use and enjoy a dwelling.

The Office of Attorney General pointed out that while a city may deny a disabled applicant's request from relief under variance or conditional use permit procedures, the procedures may be insufficient to justify the denial when judged in light of the fair housing laws' reasonable accommodations mandate.

b. Planning and Zoning Code Regulations

The Code does not contain a reasonable accommodation procedure. Program 8.27 of the *2008-2013 Housing Element* indicates the City will amend the Planning and Zoning Code to adopt by a reasonable accommodation procedure by October 2013.

c. Conclusion

One of the main reasons for a reasonable accommodation procedure is to provide a way – other than through a variance or conditional use permit -- for disabled applicants to request a modification from zoning, building and land use rules, standards, and policies.

The City will adopt a reasonable accommodation procedure in the first year (2013-2014) of the *2013-2018 Fair Housing Action Plan.*

10. If the City supplies or manages housing, is there a clear policy to allow disabled persons residing in or seeking to reside in the housing to make or request reasonable physical modifications or to request reasonable accommodations?

Yes ☐ No ☐ Not Applicable ☒

If 'Yes', is the policy communicated to applicants or residents?

Yes ☐ No ☐ Not Applicable ☒

a. Background

The Fair Housing Act requires *housing providers* to make reasonable accommodations for persons with disabilities. A reasonable accommodation is a change in rules, policies, practices, or services so that a person with a disability will have an equal opportunity to use and enjoy a dwelling unit or common space. A housing provider should do everything s/he can to assist, but s/he is not required to make changes that would fundamentally alter the program or create an undue financial and administrative burden. Reasonable accommodations may be necessary at all stages of the housing process, including application, tenancy, or to prevent eviction.

Example: *A housing provider would make a reasonable accommodation for a tenant with mobility impairments by fulfilling the tenant's request for a reserved parking space in front of the entrance to their unit, even though all parking is unreserved.*

b. Housing Provider Findings

A survey of apartment housing was conducted in October 2012. One question asked the managers whether they had policies for disabled tenants to request and make reasonable accommodations and/or modifications. Of the twenty (20) apartment complexes interviewed –

- 1 said no
- 10 said yes
- 2 said yes and the complex makes them
- 2 said yes with permission;
- 1 said yes but it would have to be restored when moving out
- 1 said yes depending on the type
- 1 didn't know
- 2 there was no response

The Housing Authority of the County of Riverside operates 82 public housing units and 631 Section 8 units in Moreno Valley. The Housing Authority's reasonable accommodation policies are quoted below:

> The HA's policies and practices are designed to provide assurances that all persons with disabilities will be provided reasonable accommodations so that they may have equal access to the housing programs and related services. Persons requiring special accommodations due to a disability must notify the HA of their needs.
>
> Reasonable Accommodation requests for families will be considered when a family includes a person with disabilities. The person with a disability, or guardian or responsible party of the person with a disability, must submit a written Reasonable Accommodation request. In cases where a separate bedroom or live-in aide is requested

because of reasonable accommodation, the Housing Authority will verify the need through third party verification from the patient's designated licensed professional.

The HA will approve the exception as a reasonable accommodation if the family demonstrates a nexus to the disability is present to make the program accessible to and usable by the family member with a disability. Verification of the need must be provided annually on a Housing Authority approved form. In addition, requests involving separate bedrooms for medical equipment will be verified at the time of a participant's annual inspection or a special inspection may be conducted after an initial lease up to ensure that program funds are being used for the purpose in which they were intended.

Source: Housing Authority of the County of Riverside, *Administrative Plan for the Housing Choice Voucher Program*, July 1, 2012, pages 1 and 33

c. Conclusion

The City does not manage rent restricted affordable housing. It has provided gap financing to facilitate the development of affordable housing. The agreements between the City and the nonprofit owners require to reasonable accommodations and reasonable modifications.

In February 2013, the City and Fair Housing Council of Riverside County, Inc. distributed a model reasonable accommodation and reasonable modification policy to local apartment managers.

Housing for Special Needs Populations

11. Does the Zoning Code or other planning policy document address housing for "special needs" populations?

Yes ☐ **No** ☒

a. Background

Special needs populations typically are considered to be homeless people, victims of domestic violence, people with disabilities (including those recovering from substance abuse), youth in crisis, people living with HIV/AIDS and the frail elderly. Of these groups, homeless people, victims of domestic violence, people with disabilities, and people living with HIV/AIDS have direct fair housing implications. There is a high incidence of disability in the homeless population; domestic violence overwhelming impacts women; and people living with HIV/AIDS are considered disabled under fair housing laws. While age is not a characteristic protected under federal fair housing law, it is covered under state law, and the higher incidence of disability in the frail elderly introduces possible fair housing implications for that population as well.

These populations often rely on group homes or service-enriched multi-family settings for housing opportunities. To the extent that zoning and other planning policy documents fail to provide for, or impose barriers to, these types of housing an impediment to fair housing choice might exist.

As previously noted, according to the DOJ and HUD, the term 'group home' does not have a specific legal meaning. While it often implies a living situation for people with disabilities, it also

applies to any group of unrelated persons, often sharing common characteristics, who live together in a dwelling. This broader use of the term encompasses 'special needs' individuals.

b. Planning and Zoning Code Regulations

The Planning and Zoning Code neither defines "special needs" housing nor establish development standards for such housing. The City plans to define and accommodate transitional housing and supportive housing, which serve special housing needs. The City also addresses "special needs" housing through two planning policy documents – the Consolidated Plan and the Housing Element.

The Consolidated Plan establishes policies for addressing the needs of the following special needs populations:

- Elderly
- Frail Elderly
- Persons with disabilities (mental, physical, developmental)
- Persons with HIV/AIDS and their families
- Persons with alcohol or other drug addiction
- Victims of domestic violence

The *2008-2013 Housing Element* contains policies and programs to address the housing needs of special populations. Some of the housing element special populations also are fair housing protected classes – handicapped/disabled, female householders and the homeless many of whom are disabled.

City programs have produced housing for special needs populations:

- Ability First — 24 housing units for physically disabled persons
- Atwood Gardens — 9 units for of permanent support housing for developmentally disabled adults
- Rancho Dorado — 15 units of permanent supportive housing for homeless and mentally ill adults

c. Conclusion

The City addresses special needs populations through the policies of the Consolidated Plan and Housing Element. In the Housing Element Update (to be adopted by October 2013), the City must address the needs of the developmentally disabled population. The City also will consider amending the Planning and Zoning Code to include a definition and development standards for special needs housing.

12. How are "special group residential housing" defined in the jurisdiction's Zoning Code?

a. Background

The term group home does not have a specific legal meaning. According to the DOJ/HUD Joint Statement the term 'group home' is sometimes applied to any group of unrelated persons who live together in a dwelling – such as a group of students who voluntarily agree to share the rent on a house. The Fair Housing Act does not generally affect the ability of local governments to regulate housing of this kind, as long as they do not discriminate against residents on the basis

of race, color, national origin, religion, sex, handicap (disability) or familial status (families with minor children).

b. Planning and Zoning Code Regulations

The zoning regulations do not define group home or special group residential housing. Licensed residential care homes for fewer than six persons are a permitted residential use in all zones that zones that permit single family homes. Those that house seven or more persons are permitted with a conditional use permit.

c. Conclusion

The City's zoning regulations are consistent with the Federal and State laws. The regulations are not a barrier to group housing for disabled persons.

13. Does the Zoning Code distinguish senior citizen housing from other single- family residential and multifamily residential uses by the application of a conditional use permit (CUP)?

Yes ☐ **No** ☒

a. Background

Senior housing is an important component of a community's housing stock. As a population ages, seniors need a variety of housing opportunities.

b. Planning and Zoning Code Regulations

The zoning regulations do not require a conditional use permit (CUP) for senior housing. However, the Planning and Zoning Code does have specific "property development standards" for senior and handicapped housing. The most important of these is that:

> The number of dwelling units may exceed that which is permitted in the underlying district by up to one hundred (100) percent.

In addition:

> Each dwelling unit shall consist of individual rooms that contain a full bathroom and may contain small, efficiency kitchens. Any common kitchen, dining and living space, and recreational facilities must be adequate to serve all residents.

The senior housing regulations also allow the development of common facilities for the exclusive use of resident seniors (e.g., transportation maintained and operated by the facility).

c. Conclusion

The zoning regulations do not impede the development of senior housing. In fact, the density and property development standards encourage housing specifically designed to meet the needs of Moreno Valley's seniors.

14. Are there any standards for Senior Housing in the Zoning Code?

Yes ☒ No ☐

If 'Yes', do the standards comply with federal law on housing for older persons (i.e., solely occupied by persons 62 years of age or older, or at least one person 55 years of age, or other qualified permanent resident pursuant to Civil Code Section 51.3)?

Yes ☒ No ☐

Is the location of Senior Housing treated differently than other rental or for-sale housing?

Yes ☐ No ☒

If 'Yes', explain.

a. Background

Under federal law housing discrimination against families with children is permitted only in housing in which all the residents are 62 years of age or older or where at least 80% of the occupied units have one person who is 55 years of age or older. Generally, California law states that a housing provider using the lower age limitation of 55 years must have at least 35 units to use the familial status discrimination exemption. Also, California law, with narrow exceptions, requires all residents to be "senior citizens" or "qualified permanent residents", pursuant to Civil Code §51.3.

The 1988 amendments to the federal Fair Housing Act exempt "housing for older persons" from the prohibitions against familial discrimination. This means that housing communities and facilities that meet the criteria for the federal Housing for Older Persons Act (HOPA) may legally exclude families with children. Such housing is still bound by all other aspects of fair housing law (such as prohibition of discrimination based on race, national origin or disability).

Section 3607(b)(2) defines "housing for older persons" as housing:

(A) provided under any State or Federal program that the Secretary determines is specifically designed and operated to assist elderly persons (as defined in the State of Federal program); or

(B) intended for, and solely occupied by, persons 62 years of age or older; or
(C) intended and operated for occupancy by persons 55 years of age or older and –

(i) at least 80 percent of the occupied units are occupied by at least one person who is 55 years of age or older;

(ii) the housing facility or community publishes and adheres to policies and procedures that demonstrate the intent required under this subparagraph; and

(iii) the housing facility or community complies with rules issued by the Secretary for verification of occupancy, which shall –

(I) provide for verification by reliable surveys and affidavits, and

(II) include examples of the types of policies and procedures relevant to a determination of compliance with the requirement of clause (ii). Such surveys

and affidavits shall be admissible in administrative and judicial proceedings for the purposes of such verification.

Subsection (C) was changed by the Housing for Older Persons Act of 1995 (HOPA) to remove some of the uncertainties created by a provision in the 1988 Amendments that required the "existence of significant facilities and services specifically designed to meet the physical and social needs of older persons." The HOPA also provides for a good faith defense in an action for monetary damages under this subsection.

b. Planning and Zoning Code Regulations

Section 9.09.150 C7 of the Zoning Code states:

> Residential occupancy for senior housing shall be limited to single persons at least sixty-two (62) years old, or to cohabiting couples of which one is at least sixty-two (62) years old for projects of less than one hundred fifty (150) units. For projects of one hundred fifty (150) or more units, such minimum occupant age shall be fifty-five (55) years. Any differing age criteria set by state or federal law shall prevail over any inconsistencies within this section.

Section 9.09.150B states:

> Senior and handicapped housing shall be subject to the property development requirements of the underlying district and subject to all applicable local, state and federal laws, including the requirements of this section.

Property development standards unique to senior housing include:

> The units provided shall not be less than four hundred fifteen (415) square feet in floor area for efficiency units, and five hundred forty (540) square feet for one bedroom units, or as otherwise approved by the planning commission.
>
> The number of dwelling units may exceed that which is permitted in the underlying district by up to one hundred (100) percent, or as otherwise approved by the city council, provided the conditions of approval [meet certain] requirements

c. Conclusion

The Planning and Zoning Code could be amended to be more precise on what constitutes senior housing. For example, many cities define senior housing as follows:

> Senior citizen housing shall mean a housing development consistent with the California Fair Employment and Housing Act (Government Code Section 12900 et. seq., including 12955.9 in particular), which has been "designed to meet the physical and social needs of senior citizens," and which otherwise qualifies as "housing for older persons" as that phrase is used in the Federal Fair Housing Amendments Act (42 U.S.C. 3607(b)) and implementing regulations and as that phrase is used in California Civil Code Section 51.2 and 51.3.

With respect to the meaning of senior housing and the age restrictions, the Planning and Zoning Code defers to Federal and State laws:

- Any differing age criteria set by state or federal law shall prevail over any inconsistencies within this section.
- Senior housing shall be subject to the property development requirements of all applicable state and federal laws....

Affordable Housing Policies

15. Is there a Zoning Code or other development policy that encourages or requires the inclusion of housing units affordable to low- and/or moderate- income households ('inclusionary housing')?

Yes ☐ **No** ☒

a. Background

An analysis of impediments to fair housing choice must be careful to not substitute or conflate housing affordability policy with policies intended to affirmatively further fair housing. While household income is not a characteristic addressed by fair housing laws, it is appropriate to recognize that a lack of affordable housing can have a disparate impact on housing choice, on the basis of characteristics protected by fair housing laws.

As demonstrated by the outcome in the recent court case of *U.S. ex rel. Anti-Discrimination Center v. Westchester County*, which involved failures to affirmatively further fair housing by Westchester County, New York, in appropriate circumstances the provision and situation of affordable housing can be a tool to address a lack of fair housing choice in highly segregated communities.

b. Planning and Zoning Code Regulations

The zoning regulations do not include provisions for inclusionary housing. However, the City does provide many incentives to facilitate affordable housing such as:

- Gap financing
- Defer or reduce development impact fees
- Waive Traffic Uniform Mitigation Fee (TUMF)
- Streamlined permit processing
- Density bonuses

c. Conclusion

The City provides incentives for the production of affordable housing.

16. Does the City encourage or require affordable housing developments to give an admission preference to individuals already residing within the jurisdiction?

Yes ☐ No ☒

If 'Yes', is it a requirement?

Yes ☐ No ☒

a. Background

This practice may have fair housing implications if the population of the jurisdiction lacks diversity or does not reflect the demographic makeup of the larger region in which it is located. There may be a barrier to fair housing choice, in that the policy can have a discriminatory affect on the basis of characteristics considered by fair housing laws.

For example if a jurisdiction already lacks housing suitable to people with mobility-related disabilities, the local population may have an under representation of such individuals, when compared to the population generally. Newly developed accessible housing that could meet the needs of such individuals, but which has a local resident admission preference, would be less likely to improve the ability of people with mobility-related disabilities to live in the jurisdiction. Likewise, a jurisdiction with an under representation of minority residents is likely to perpetuate that situation if a local resident admission preference is implemented for new affordable housing development.

b. Planning and Zoning Code Regulations

Admission preferences have not been established by the City.

c. Conclusion

There are no impediments to fair housing choice.

Accessible Housing and Parking

17. Does the jurisdiction's planning and building codes presently make a specific reference to the accessibility requirements contained in the 1988 amendments to the Fair Housing Act?

Yes ☒ No ☐

Is there any provision for monitoring compliance?

Yes ☒ No ☐

a. Background

The Fair Housing Act establishes accessibility requirements for new housing. Title 24 of the California Code of Regulations, known as the California Building Standards Code or just 'Title 24,' contains the regulations that govern the construction of buildings in California. Chapter 11A contains the regulations governing housing accessibility.

b. Building Code Regulations

The City has adopted the California Building Code, 2010 Edition, based on the 2009 International Building Code as published by the International Code Council. The scheme for accessibility in California has been enhanced by the incorporation of the more restrictive building standards of the Federal Americans with Disabilities Act as well as the Fair Housing Amendments Act into the California access code.

The Building & Safety Division website makes available a Title 24 Disability Access Standards Complaint Form. The form allows a resident to make a compliant relative to site accessibility, building accessibility and sanitary facility accessibility.

c. Conclusion

As noted above, the City's Building Code contains the Fair Housing Act accessibility requirements. Compliance is monitored by the Building & Safety Division review of construction plans and the issuance of building permits and certificates of occupancy.

18. Does the Zoning Code contain any special provisions for making housing accessible to persons with disabilities?

Yes ☐ **No** ☒

a. Background

The requirement for accessible units applies to "covered multifamily dwellings" constructed for first occupancy after March 13, 1991. First occupancy is defined as a "building that has never been used for any purpose."

There is no timetable for the production of accessible housing, as such housing is constructed when residential projects are built. The Fair Housing Act does not require any renovations to existing buildings. Its design requirements apply to new construction only.

Both privately owned and publicly assisted housing – including rental and for sale units – must meet the accessibility requirements when they are located in 1) buildings of four or more dwellings if such buildings have one or more elevators, and 2) all ground floor dwellings in other buildings containing four or more units.

b. Building Code Regulations

The City requires all new housing developments to comply with the California Building Standards (Title 24 of the California Code of Regulations) and the federal American with Disabilities Act (ADA). Title 24 of the California Code of Regulations, known as the California Building Standards Code or just 'Title 24,' contains the regulations that govern the construction of buildings in California. Chapter 11A contains the regulations governing housing accessibility.

The City enforces the Title 24 accessibility regulations. The City has prepared a Plan Check Manual which explains that construction plans must comply with the ADA Standards for Accessible Design (page 3) and explains in the Plan Check Review Checklist that "ADA requirements are approved by the Building and Safety Division" (page 40).

Additionally, the City's housing programs enhance housing accessibility. The Home Improvement Loan Program (HILP) offers 3% deferred loans to "improve handicap accessibility." The Mobile Home Rehabilitation Program provides assistance "mainly to elderly and disabled persons whom are unable to maintain the exterior of their property and are facing penalties that could lead to eviction."

c. Conclusion

The City complies with the Federal and State laws governing accessible housing in new housing developments. The City's housing programs make special provisions for making housing accessible to disabled people.

19. Describe the minimum standards and amenities required by the Zoning Code for a multiple family project with respect to handicap parking?

a. Background

Federal and State laws require handicap parking. To further fair housing for disabled persons, the City's requirements should equal or exceed the minimum standards of Federal and State laws.

b. Planning and Zoning Code Regulations

The City's requirements for accessible parking are intended to be consistent with the state requirements. According to the Planning and Zoning Code, any conflicting provisions or future changes in state or federal requirements shall preempt the standards for provision of accessible parking spaces that the City currently requires.

Attachment C contains the City's accessible parking requirements.

c. Conclusion

The City's accessible and handicap parking requirements comply with the standards imposed by State and Federal laws.

Other Fair Housing Policies

20. Does the Zoning Code include a discussion of fair housing?

Yes ☐ **No** ☒

If yes, how does the jurisdiction propose to further fair housing?

a. Background

Affirmatively furthering fair housing is an important responsibility of local government. Although a city may have numerous plans, policies, and standards, fair housing is rarely discussed in a zoning ordinance. Other documents of a city may discuss fair housing.

b. Planning Policies

The *2008-2014 Housing Element* discusses fair housing. The element policy is to –

- Provide fair housing ... services to very low- and moderate-income households.

Two action programs are:

- Contract with a fair housing agency to educate landlords and tenants on their rights and responsibilities.
- Update the *Analysis of Impediments to Fair Housing Choice*.

c. Conclusion

The *2008-2014 Housing Element* contributes to promoting and furthering fair housing. The City's program includes workshops, the dissemination of information on fair housing laws and referrals to the Fair Housing Council of Riverside County, Inc.

21. Does the Zoning Code or Building Code establish occupancy standards or maximum occupancy limits that are more restrictive than state law, which incorporates the Uniform Housing Code (UHC)?

Yes ☐ **No** ☒

a. Background

Occupancy standards sometimes can impede housing choice for families with children or for disabled persons. For example, some jurisdiction's zoning regulations have attempted to limit occupancy to five related persons occupying a single family home, or to strictly establish an occupancy standard of no more than two persons per bedroom. Such regulations can limit housing availability for some families with children, or prevent the development of housing for disabled persons.

The federal Fair Housing Act (FHA) also provides that nothing in the Act "limits the applicability of any reasonable local, State or Federal restrictions regarding the maximum number of occupants permitted to occupy a dwelling." [Section 807(b)(1)]

HUD implements section 589 of the Quality Housing and Work Responsibility Act (QHWRA) of 1988 by adopting as its policy on occupancy standards for purposes of enforcement actions under the FHA, the standards provided in the Memorandum of General Counsel Frank Keating to Regional Counsel dated March 20, 1991. The purpose of that Memorandum was "to articulate more fully the Department's position on reasonable occupancy policies and to describe the approach that the Department takes on its review of occupancy cases." The Memorandum states the following:

> Specifically, the Department believes that an occupancy policy of two persons in a bedroom, as a general rule, is reasonable under the Fair Housing Act. [. . .] However, the reasonableness of any occupancy policy is rebuttable, and neither the February 21 [1991] memorandum nor this memorandum implies that Department will determine compliance with the Fair Housing Act based solely on the number of people permitted in each bedroom. [Emphasis added]

The memorandum goes on to reiterate statements taken from the final rule implementing the Fair Housing Amendments Act of 1988 as follows:

- [T]here is nothing in the legislative history that indicates any intent on the part of Congress to provide for the development of a national occupancy code . . . ."
- Thus, the Department believes that in appropriate circumstances, owners and managers may develop and implement reasonable occupancy requirements based on factors such as the number and size of sleeping areas or bedrooms and the overall size of the dwelling unit. In this regard, it must be noted that, in connection with a complaint alleging discrimination on the basis of familial status, the Department will carefully examine any such nongovernmental restriction to determine whether it operates unreasonably to limit or exclude families with children.

  Source: U.S. Department of Housing and Urban Development, Memorandum to All Regional Counsel from Frank Keating on the subject of *Fair Housing Enforcement Policy: Occupancy Cases*, March 20, 1991.

Essentially, HUD has established a starting point for assessing the reasonableness of occupancy restrictions, but has stated that the specific facts of each living situation must inform the final determination of reasonableness. While the above discussion relates to matters of discrimination affecting families with children, a similar analysis applies to standards that may limit housing choice for persons with disabilities.

b. Building Code Regulations

The City's zoning regulations do not establish occupancy limits. The Uniform Housing Code -- on the basis of square footage -- establishes minimum occupancy limits for all housing.

California's occupancy standard for residential dwellings is an example of a permissible neutral standard:

> Room dimensions (b) Floor Area: Dwelling units and congregate residences shall have at least one room which shall have not less than 120 square feet of floor area. Other habitable rooms, except kitchens, shall have an area of not less than 70 square feet. Where more than two persons occupy a room used for sleeping purposes, the required floor area shall be increased at the rate of 50 square feet for each occupant in excess of two.

According to an analysis of occupancy standards:

> The Legislature, by adopting this Uniform Housing Code standard, intends to pre-empt local occupancy standards generally. Municipalities may deviate from the uniform occupancy standard only if, pursuant to specific state provisions, they make express findings that a deviation is reasonably necessary due to "climatic, geological or topographical conditions." Local governments should adopt the foregoing Uniform Housing Code standard for compliance with fair housing laws and to address health and safety concerns in the community.
>
> Source: Mental Health Advocacy Services, Inc., *Fair Housing Issues in Land Use and Zoning: Definitions of Family and Occupancy Standards*, September 1998, page 7

c. Conclusion

The City follows the standards of the Uniform Housing Code. Consequently, the City's regulations do not impede housing opportunities as occupancy standards different from the State requirements have been established.

22. Does the Zoning Code allow for mixed uses?

Yes ☒ **No** ☐

If 'Yes', does the ordinance or other planning policy document consider the ability of mixed-use development to enhance housing affordability?

Yes ☐ **No** ☒

Also, do development standards for mixed-uses take into consideration the challenges of providing housing accessible to persons with disabilities in such mixed uses?

Yes ☐ **No** ☒

a. Background

Housing for disabled persons in a mixed-use development that includes commercial and residential land uses in a multi-story building could be a challenge. In such a development, it is especially important to correctly interpret the Federal and State accessibility requirements.

Housing for disabled persons in a mixed-use development that includes commercial and residential land uses in a multi-story building could be a challenge. In such a development, it is especially important to correctly interpret the Title 24 accessibility requirements.

b. Planning and Zoning Code Regulations

The City's General Plan was adopted on July 11, 2006. According to the General Plan policy:

> The primary purpose of locations designated Mixed-Use on the Moreno Valley General Plan Land Use map is to provide for the establishment of commercial and office uses and/or residential developments of up to 20 dwelling units per acre. The zoning regulations shall identify the particular uses and type of development permitted on each parcel. Overall development intensity should not exceed a floor area ratio of 1.00.

The Planning and Zoning Code provides for two mixed use zones – MUD 1 and MUD 2. According to the Code:

> The intent of the mixed use district 2 (MUD2) is the development of pedestrian oriented shopping areas with smaller, service related and specialty types of businesses with an allowance for residential as a secondary land use to the primary commercial use. MUD2 development is intended to occur along arterials or greater streets or in areas of high density development. The addition of a residential component is intended to increase the level of activity in commercial areas and provide better linkages and compatibility with adjacent residential neighborhoods. Overall development intensity should not exceed a floor area ratio of 1.00.

The Code does mention specifically that the mixed use zones are intended to enhance affordability. However, MUD 2 allows housing at a maximum density of 30 dwelling units per acre. The California Department of Housing and Community Development has found that this density facilitates the development of affordable housing.

c. Conclusion

The City's mixed-use policy is neutral with respect to housing for disabled persons. The policy may be clarified with respect to how accessibility requirements will be enforced in a mixed-use development.

23. Does the Zoning Code describe any areas in this jurisdiction as exclusive?

Yes ☐ **No** ☒

Are there exclusions or discussions of limiting housing to any of the following groups?

Yes ☐ **No** ☒

If yes, check any of the following that apply:

- Race
- Color
- Sex
- Religion
- Age
- Disability
- Marital or Familial Status
- Creed of National Origin

a. Background

Fair housing choice means the ability of persons of *similar* income levels to have available to them the *same* housing choices. The City's land use and zoning policies cannot exclude persons from living in the neighborhoods in which they want to reside.

b. Zoning Regulations

Land use within Moreno Valley is primarily residential in character. Single family residential dominates the western half of the community. Residences are scattered throughout the eastern portion of the City.

Much of developed Moreno Valley was guided by specific plans. These specific plans, which include specific zoning and development standards, include Towngate, Moreno Valley Ranch, Sunnymead Ranch, Hidden Springs, Moreno Highlands and Eastgate. The General Plan and Specific Plans guide development of land and do not exclude or limit housing choices because of the characteristics listed above. The Housing Element has policies to encourage the production of senior housing, housing for disabled persons and family housing.

c. Conclusion

The land use and housing policies are consistent with Federal and State fair housing laws.

24. Do real estate property tax assessments adversely impact one or more of the protected groups?

Yes ☐ **No** ☒

a. Background

HUD's *Fair Housing Planning Guide*, Volume 1 (March 1996) indicates that a potential public sector impediment is "real estate property tax assessment." Entitlement jurisdictions should analyze property tax policies in the AI. Apparently, this analysis is suggested because of the potential for differential assessments that may adversely impact one or more of the protected classes. In California, however, property tax policies are established by State laws and localities wishing to enact additional taxes must seek the approval of the electorate.

b. Real Estate Property Tax Assessment Regulations

State law mandates that all property is subject to taxation unless otherwise exempted. Property taxes are based on a property's assessed value. Property tax bills show land and improvement values. *Improvements* include all assessable buildings and structures on the land. *It does not necessarily mean recently "improved" property*. In general, properties that are owned and used by educational, charitable, religious or government organizations may be exempt from certain property taxes.

In 1978, California voters passed Proposition 13, which substantially reduced property tax rates. As a result, the *maximum levy* cannot exceed 1% of a property's assessed value (plus bonded indebtedness and direct assessment taxes). This levy is applied to the City's residential properties as it is to all other properties in Riverside County and the State.

Increases in assessed value are limited to 2% annually. Four events can cause a reappraisal:

- A change in ownership;
- Completed new construction;
- New construction partially completed on the lien date (January 1); or
- A decline-in-value

Moreno Valley's 2012 assessed valuation is $10,988,508,839 or 1.44% more than in 2011.

Source: Riverside County Office of the Assessor, County Clerk-Recorder, 2012-*2013 Annual Report*, page 19

c. Conclusion

City practices do not affect real estate property tax assessments.

Attachment B
Fair Housing Impediments Study
Schedule of Accessible Parking Requirements

The following requirements for accessible parking are intended to be consistent with the state requirements. Any conflicting provisions or future changes in state or federal requirements shall preempt the standards for provision of accessible parking spaces contained in this title.

1. Accessible parking for residential uses shall be provided at a rate of one space for each dwelling unit that is designed for accessibility and occupancy by the disabled, unless an adjustment is allowed, based on a parking study approved by the community development director.

2. Accessible parking for outpatient units and facilities providing medical care and other services for persons with mobility impairments shall be provided at a rate of ten (10) percent of the total number of parking spaces provided serving such outpatient unit or facility. Accessible parking for units and facilities that specialize in treatment or services for persons with mobility impairments shall be provided at a rate of twenty (20) percent of the total number of parking spaces provided serving each such unit or facility.

3. Accessible parking spaces for other uses shall be provided at the following rates:

Number of Automobile Spaces Provided	Number of Accessible Spaces Provided
1—25	1
26—50	2
51—75	3
76—100	4
101—150	5
151—200	6
201—300	7
301—400	8
401—500	9
501—1,000	2 percent of total spaces
1,001 and over	20 plus 1 for each 100 spaces or fraction thereof over 1,001

4. Each accessible parking space shall be fourteen (14) feet wide, striped to provide a nine-foot wide parking area and a five-foot wide loading area (access aisle) and shall be a minimum of eighteen (18) feet in length. If two accessible spaces are located adjacent to each other, they may share the five-foot wide loading area, resulting in a width of twenty-three (23) feet for the two spaces. One in every eight handicapped spaces, but not less than one, shall be van accessible; served by a loading area not less than eight feet wide. If two van accessible parking spaces are located adjacent to each other, they may share a common eight-foot wide loading area.

5. When less than five parking spaces are provided, at least one shall be fourteen (14) feet wide, striped to provide a nine-foot parking area and a five-foot loading area. Such space shall not be required to be reserved or identified exclusively for use by persons with disabilities.

6. Accessible parking spaces serving a particular building shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance. In parking facilities that do not serve a particular building, accessible parking shall be located on the

shortest accessible route of travel to an accessible pedestrian entrance of the parking facility. In buildings with multiple accessible entrances with adjacent parking, accessible parking spaces shall be dispersed and located closest to the accessible entrances.

7. In each parking area, a bumper or curb shall be provided and located to prevent encroachment of cars over the required width of walkways. The space shall be so located that persons with disabilities are not compelled to wheel or walk behind cars other than their own. Pedestrian ways that are accessible to people with disabilities shall be provided from each such parking space to the related facilities, including curb cuts or ramps as needed. Ramps shall not encroach into any parking space; with the exception that ramps located at the front of accessible parking spaces may encroach into the length of such spaces when such encroachment does not limit the capability of a person with a disability to leave or enter their vehicle, thus providing equivalent facilitation. Where the building official determines that compliance with any regulation of this subsection (B)(7) would create an unreasonable hardship, a waiver may be granted when equivalent facilitation is provided.

8. The slope of an accessible parking stall shall be the minimum possible and shall not exceed one-quarter inch per foot (2.083% gradient) in any direction.

9. Notwithstanding the off-street parking requirements of subsection A of this section, the number of parking spaces that are not accessible may be reduced to the extent necessary for modification of an existing facility to comply with the requirements described in this subsection.

10. Where provided, one passenger drop-off and loading zone shall provide an access aisle at least five feet wide and twenty (20) feet long adjacent and parallel to the vehicle pull up space. Such zones shall be located on a surface with a slope not exceeding one vertical in fifty (50) horizontal and shall be located on an accessible route of travel to the entrance of the facility. If there are curbs between the access aisle and the vehicle pull-up space, then a curb ramp shall be provided. Valet parking facilities shall provide a passenger loading zone, as described herein. (Ord. 694 § 1.1 (part), 2005; Ord. 670 § 3.1 (part), 2004; Ord. 557 §§ 2.2, 2.3, 2000; Ord. 520 § 1.14, 1997; Ord. 475 § 1.4 (part), 1995; Ord. 405 §§ 1.8, 1.13, 1993; Ord. 402 §§ 1.1, 1.2, 1993; Ord. 359 (part), 1992)

Appendix C

APPENDIX C - PRIVATE SECTOR IMPEDIMENTS ANALYSIS

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A. INTRODUCTION

The AI examines the following private sector impediments:

- Housing discrimination
- Brokerage services
- Steering
- Appraisal practices
- Lending practices
- Homeowners insurance
- Blockbusting/panic selling
- Property management
- Reasonable modifications/accommodations
- Discriminatory advertising
- Hate crimes

1. Summary of Impediments and Action Plan Recommendations

Table C-1 on the next four pages presents a summary of the private sector impediments and the recommendations that will be included in the *2013-2018 Fair Housing Action Plan* (FHAP). Most of the actions to remove or ameliorate the private sector impediments will be undertaken by the Fair Housing Council of Riverside County, Inc. These actions will be accomplished under the current agreement between the City and FHC or amended as necessary during the five-year period of the FHAP.

Table C-1
City of Moreno Valley
Summary of Private Sector Impediments
and Fair Housing Action Plan Recommendations

Impediments	Action Plan Recommendations
Housing Discrimination	
Based on past trends, about 165 housing discrimination complaints will be filed during the five year period between 2013 and 2018. The bases for most of these complaints are likely to be race/color and disability. Although housing discrimination is infrequently reported in Moreno Valley, it is an underreported event. Some residents could experience housing discrimination and 1) not know how to detect it; 2) not know where to report it; and 3) uncertain about whether they want to report it.	➢ The City and Fair Housing Council of Riverside County, Inc. will continue to offer to its residents fair housing services which include the processing of housing discrimination complaints and landlord/tenant counseling services. Sometimes a landlord/tenant issue has as its basis a housing discrimination concern. ➢ The Fair Housing Council will post on its website a page where residents can input their fair housing questions.
Brokerage Services	
No impediment was found. Brokerage services as defined by the Federal Fair Housing Act pertain to the MLS and real estate organizations. Therefore, the City has no authority with respect to the MLS, Bylaws, and Code of Ethics. However, fair housing and real estate practices are of interest because of the number of homes that will be sold and bought in Moreno Valley over the next five years.	➢ The City and Fair Housing Council of Riverside County, Inc. will arrange a meeting with IVAR's Fair Housing Committee, which meets the third Tuesday of every month, to explore fair housing topics.
Steering	
Steering may adversely impact homebuyers in their search process and when they apply for a loan. Steering also may adversely impact renters when they seek an apartment. Corrective actions have been taken regarding loan steering so that abuse may not happen in the future as frequently as it occurred in the early to mid- 2000s. However, the steering of apartment seekers is likely to continue, although it is not possible to measure its frequency.	➢ The Fair Housing Council - as part of its home buyer counseling services – will provide examples of how to detect "steering" during the home search process and how to detect "loan steering." ➢ The Fair Housing Council will offer information to renters attending workshops on how to detect steering behavior by resident property managers.

Table C-1 continued
City of Moreno Valley
Summary of Private Sector Impediments
and Fair Housing Action Plan Recommendations

Impediments	Action Plan Recommendations
Appraisal Practices	
Complaints regarding appraisal discriminatory practices are not routinely collected by local, State or Federal agencies. It may occur but would-be homebuyers are in the best position to detect potentially discriminatory practices.	➢ The Fair Housing Council will add "how to read an appraisal report" to its homebuyer counseling services. ➢ Consumer education will 1) inform borrowers of their right to request the appraisal report and 2) provide information on the contents of the report and how to detect possible discriminatory practices.
Lending Practices	
The potential for a high percentage of FHA loans becoming seriously delinquent will disproportionately affect Hispanic home buyers as 70% bought their homes with FHA/VA financing. As the FHA/VA reduces its market share of mortgage credit, fewer minorities will be able to obtain loans to purchase a home. Disparities exist among the loan denial rates experienced by minority loan applicants compared to White loan applicants. Bank of America has a loan denial rate considerably higher than other major lenders.	➢ The City and Fair Housing Council will annually monitor the HMDA data to establish long-term trends in loan denial rates. ➢ The City and Fair Housing Council will maintain an inventory of FHA and low down payment financed homes. ➢ The City and Fair Housing Council will monitor on a regular schedule the notices of default by address made available by the County Recorder's Office or through a subscription service. ➢ The City and Fair Housing Council will match the notices of default by address to the addresses of the low down payment financed homes. ➢ The Fair Housing Council will contact the borrowers in default and inform them of default and foreclosure counseling services available to homeowners at risk of losing their homes.
Homeowner's Insurance	
As Moreno Valley has the second lowest home owners insurance premiums of the eight areas studied, there are no major impediments. However, without adequate knowledge consumers could pay more than they need to for appropriate insurance coverage.	➢ The Fair Housing Council will add "homeowners insurance" and "CLUE Reports" to its homebuyer counseling services. ➢ The Fair Housing Council will provide educational services to home buyers and borrowers so they understand the impact of CLUE Reports and can compare homeowner's premium rates.

Table C-1 continued
City of Moreno Valley
Summary of Private Sector Impediments
and Fair Housing Action Plan Recommendations

Impediments	Action Plan Recommendations
Property Management Practices	
Property management practices pertaining to service and companion animals; reasonable accommodations; and modifications can pose impediments to fair housing choice.	➢ The Fair Housing Council will update the list of the names and e-mail addresses of the resident apartment managers. ➢ The City and Fair Housing Council will arrange an "informational session" between the fair housing counselors and resident managers to exchange insights on a variety of fair housing issues. ➢ The City and Fair Housing Council will continue to inform resident managers by transmitting information to their e-mail and/or physical addresses. ➢ Every quarter or semi-annually the Q & A prepared by Apartment Association of San Bernardino County should focus on fair housing questions and answers.
Reasonable Modifications or Accommodations	
A fair housing impediment is the practice of apartment managers to refuse disabled renters either a reasonable modification or reasonable accommodation.	➢ The City and Fair Housing Council will continue outreach to resident apartment managers through training sessions, workshops, correspondence and other means. ➢ The City and Fair Housing Council will transmit to the resident apartment managers a model written policy regarding reasonable accommodations and modifications. ➢ As new information becomes available, the City and Fair Housing Council will transmit it the resident apartment managers' e-mail and/or physical addresses.

Table C-1 continued
City of Moreno Valley
Summary of Private Sector Impediments
and Fair Housing Action Plan Recommendations

Impediments	Action Plan Recommendations
Discriminatory Advertising	
Ads containing discriminatory words or phrases are infrequently published. However, ads with discriminatory words or phrases may be published in the future. Additionally, ads stating "no pets" may discourage disabled persons from applying for the apartment housing advertised in print publications.	➢ The City and Fair Housing Council of Riverside County, Inc. will continue to work with the Press-Enterprise to amend its fair housing notice with regard to the following: ✓ Fair housing notice be placed closer to the for rent ads ✓ Indicate the protected classes under the provisions of both the Federal and State laws ✓ Explain that service and companion animals are not pets ✓ Include the phone number of the Fair Housing Council of Riverside County, Inc. ➢ The Fair Housing Council will semi-annually review ads published in newspapers, on-line apartment search sites, and craigslist. When discriminatory words or phrases are found, the Council will notify the entities placing the ads of the need to remove those words and phrases.
Hate Crimes	
Hate crimes occur infrequently. When they do occur they can devastate families who believe they must move from the home and neighborhood of their choice. During the five-year period of the AI (2013-2018), about 20 to 25 hate crime events may occur with a home being the location of six to seven. There is a need for a resource directory so victims can be referred to community resources.	➢ The City should prepare a Hate Crime Victims Resource Directory. ➢ When that Directory is deemed complete, it should be transmitted to the Police Department to use as a referral resource.

B. HOUSING DISCRIMINATION

1. Prohibited Housing Discriminatory Practices

Sections 804 (a), (b), and (d) of the 1968 Fair Housing Act describe several prohibited housing discriminatory practices such as the following:

(a) To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, sex, familial status, or national origin.

(b) To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, sex, familial status, or national origin.

(d) To represent to any person because of race, color, religion, sex, handicap, familial status, or national origin that any dwelling is not available for inspection, sale, or rental when such dwelling is in fact so available.

Sections 804(f) (1), (2) and (3) prohibit the following practices because of a handicap:

(1) To discriminate in the sale or rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of a handicap.

(2) To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a handicap.
(3)(A) A refusal to permit, at the expense of the handicapped person, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises.

(3)(B) A refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

(3)(C) Failure to comply with accessible design and construction requirements

The California Fair Employment and Housing Act (FEHA) prohibits unlawful practices similar to those that are described in the Federal Fair Housing Act. For example, Article 2 – Housing Discrimination - Section 12955 of FEHA states the following are unlawful practices:

(a) For the owner of any housing accommodation to discriminate against or harass any person because of the race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, or disability of that person.
(b) For the owner of any housing accommodation to make or to cause to be made any written or oral inquiry concerning the race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, or disability of any person seeking to purchase, rent or lease any housing accommodation.

(f) For any owner of housing accommodations to harass, evict, or otherwise discriminate against any person in the sale or rental of housing accommodations when the owner's

dominant purpose is retaliation against a person who has opposed practices unlawful under this section, informed law enforcement agencies of practices believed unlawful under this section, has testified or assisted in any proceeding under this part, or has aided or encouraged a person to exercise or enjoy the rights secured by this part. Nothing herein is intended to cause or permit the delay of an unlawful detainer action.

(k) To otherwise make unavailable or deny a dwelling based on discrimination because of race, color, religion, sex, sexual orientation, familial status, source of income, disability, or national origin.

HUD, the California Department of Fair Employment and Housing (DFEH) and the Fair Housing Council of Riverside County, Inc. process housing discrimination complaints. Housing discrimination probably is underreported and, therefore, the number of complaints may not accurately measure the extent of this private sector fair housing impediment.

Evidence on underreporting is supported by a HUD-sponsored study conducted by The Urban Institute. That research study concluded:

> Another finding with implications for fair housing programs involves the fact that so few people who believed they had been discriminated against took any action, with most seeing little point in doing so.
>
> Source: The Urban Institute, *How Much Do We Know: Public Awareness of the Nation's Fair Housing Laws*, prepared for the U.S. Department of Housing and Urban Development, Office of Policy Development and Research, April 2002, pg. 7

A follow-up study finds that between 2001 and 2005 knowledge of fair housing laws has increased in two areas – discrimination against families with children and steering of prospective homebuyers by race – but declined in one area – discrimination based on religion. On a composite index of overall knowledge, there was no change between 2001 and 2005. There was, however, a significant increase in overall support for fair housing laws.

The study also explores whether people know what to do to address perceived discrimination and why so few people who perceive they have been discriminated against do anything about it.

> Four of every five persons who believed they had experienced housing discrimination plausibly covered by the federal Act profess not ... to have done anything at all in response. Many alleged victims maintain they did not take action because they presumed doing so would not have been worth it or would not have helped. Some, however, did not know where or how to complain, supposed it would cost too much money or take too much time, were too busy, or feared retaliation. The minority who did respond mainly complained to the person thought to be discriminating or to someone else, but a small proportion also talked to or hired a lawyer or sought help from or filed a complaint with a fair housing or other group or government agency.
>
> Source: The Urban Institute, *Do We Know More Now? Trends in Public Knowledge, Support and Use of Fair Housing Law*, prepared for the U.S. Department of Housing and Urban Development, Office of Policy Development and Research, February 2006, pg. iii

2. Examples of Housing Discrimination

Table C-2 shows examples of housing discrimination against the protected classes which are identified by the –

- 1968 Federal Fair Housing Act (FHA) – first five groups listed
- 1988 amendments to the and the – familial status and handicap/disability
- California Fair Employment and Housing Act – last six groups listed (underlined)

The examples shown are generally those committed by a landlord against a tenant, property owner or real estate agents. The list is not intended to be exhaustive as it does mention lender or appraiser discriminatory acts, for example.

3. Number and Type of Housing Discrimination Complaints

a. Background

With respect to housing discrimination complaints, a 2006 U.S. Department of Housing and Community Development (HUD) study found:

> About 17 percent of the adult public claims to have suffered discrimination at some point when trying to buy or rent a house or apartment. If, however, the explanations given about the nature of the perceived discrimination are taken into account, about eight percent of the public had experiences that might plausibly have been protected by the Act. While the frequency, actions, and bases for the alleged discrimination are diverse, majorities of this group believe they were discriminated against more than one time, were looking to rent more frequently than to buy, and identified race more so than any other attribute or characteristic as the basis of the discrimination.
>
> The Urban Institute, Do We Know More Now? Trends in Public Knowledge, Support and Use of Fair Housing Law, prepared for the U.S. Department of Housing and Urban Development, Office of Policy Development and Research, February 2006, pg. iv

Therefore, the HUD study found that, perhaps, eight percent of public at some point time believe they were discriminated against.

b. National Housing Discrimination Complaints

Annually, between 2007 through 2010, about 10,150 to 10,550 complaints are filed with HUD and FHAP agencies. Each year complaints on the bases of disability and race had the largest number of complaints:

- Disability 4,410 to 4,839
- Race 3,203 to 3,750

Complaints on the bases of familial status, national origin and sex had the next highest number of complaints.

Source: U.S. Department of Housing and Urban Development, *Annual Report on Fair Housing, FY 2010*, page 20

Table C-2
Examples of Housing Discrimination

RACE – Different rules, fees, or treatment; targeting a particular race for evictions, increasing rent, giving warning notices, making racial slurs and comments due to a person's race.

COLOR – Differential treatment due to skin color. People of the same race discriminating against each other because lightness or darkness of skin tones.

RELIGION – Requiring applicants or tenants to be of any certain religion or excluding tenants based on religion. Not allowing religious decorations on doors where other decorations are allowed.

SEX – Different treatment because one is female or male. Property owner showing a preference not to deal with persons of a particular gender; ignoring requests, treating genders differently; or sexual harassment.

NATIONAL ORIGIN - Different treatment or denying housing based on where a person was born, emigrated from, or the language a person speaks. Landlord renting only to Spanish, English, or Swahili speakers.

FAMILIAL STATUS – Landlord targeting families with persons under the age of 18. Different rules for children such as curfew, pool rules; requiring children to live downstairs, prohibiting playing outside, limiting number of children, but not number of persons. Discrimination related to pregnancy.

HANDICAP/DISABILITY - Different treatment due to a physical, mental, or medical disability. Ignoring requests for accommodations or modifications based on disability. Not allowing or charging 'pet' deposits for service animals.

SEXUAL ORIENTATION – Refusal of housing to a tenant who is biologically female but exhibits masculine mannerisms. Refusal to lease to a gay man based on the belief that he has HIV/AIDS.

MARITAL STATUS – Different treatment because a person is single or living with a partner but not legally married. Discouraging overnight guests, invading privacy, or harassment by intimidating behavior.

ANCESTRY – Refusal to rent, lease, or sell based on ancestry ties, characteristics, or hereditary traits.

SOURCE OF INCOME – Housing provider refusing to accept child support, unemployment income, or SSI.

AGE – Different treatment toward persons of certain age groups, advertising, e.g. "Ideal for a young professional or an elderly person".

ARBITRARY – Differential treatment due to affiliations, physical appearances such as clothing, tattoos, piercings.

c. California Housing Discrimination Complaints

Table C-3 presents the number and types of housing discrimination complaints filed with the California Department of Fair Employment and Housing between 2000 and 2010. During this time span almost 13,000 complaints were filed statewide or about 1,300 annually. The most frequent bases for the complaints were:

- Disability about 28%
- Race/color almost 20%
- Familial Status about 15%
- National Origin almost 10%

Table C-4 shows the count of alleged discriminatory acts the most frequent of which are:

- Eviction almost 24%
- Refusal to rent 18%
- Unequal terms almost 18%
- Harassment about 16%
- Denied reasonable modification/ accommodation about 17%

d. Moreno Valley Housing Discrimination Complaints – California Department of Fair Employment and Housing

The California Department of Fair Employment and Housing (DFEH) provided statistics on the number of housing complaints filed by basis and act. From 2000 through 2011 there was a total of 23 complaints filed, or an average of just under two cases per year.

Table C-5 shows that there were a total of 34 bases for the 23 complaints filed. The most frequently reported basis was race/color. During the same time period there were a total of 31 alleged acts. Table C-6 shows that the most frequent alleged acts were "eviction" and "unequal terms."

Total bases and acts reported exceed the total number of cases filed because complainants may claim up to four bases and acts.

Table C-3
California Department of Fair Employment and Housing: Housing Cases-Count of Bases

Bases	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	Total	Percent
Race/Color	215	270	253	263	271	313	304	267	199	203	2,558	19.7%
National Origin/Ancestry	141	101	139	103	131	200	149	113	79	111	1,267	9.8%
Religion	25	11	15	33	23	30	25	24	11	27	224	1.7%
Physical Disability-Hearing	2	9	5	11	7	4	6	8	12	10	74	0.6%
Physical Disability-Sight	22	25	8	10	8	8	12	12	15	11	131	1.0%
Physical Disability-Limbs	49	30	33	53	24	23	14	98	63	79	466	3.6%
Physical Disability-Blood/Circulation	3	1	13	14	6	2	3	4	1	2	49	0.4%
Physical Disability-Spinal/Back	11	20	31	24	23	18	15	10	9	14	175	1.4%
Physical Disability/Cerebral/Neural/Muscular	41	30	11	23	31	36	48	21	12	6	259	2.0%
Physical Disability-Heart	19	13	16	8	10	4	7	16	4	9	106	0.8%
Physical Disability-Speech/Respiratory	18	23	23	16	13	15	26	56	37	33	260	2.0%
Physical Disability-AIDS	12	7	13	11	17	14	16	2	9	8	109	0.8%
Physical Disability-Digestive/Urinary/Reproductive	2	4	5	3	4	4	5	7	15	15	64	0.5%
Physical Disability-Other	90	99	129	110	173	261	223	209	183	202	1,679	13.0%
Age (Over 40)	9	1	3	8	6	8	3	4	5	4	51	0.4%
Medical Condition	0	0	0	0	0	0	0	0	0	0	0	0.0%
Retaliation-for Filing	2	5	5	10	11	15	28	23	28	27	154	1.2%
Retaliation-for Protesting	45	44	58	47	49	53	55	22	27	42	442	3.4%
Retaliation-for Participating in DFEH Investigation	0	0	1	4	1	1	11	3	3	2	26	0.2%
Retaliation-for Protesting Patient Abuse	0	0	0	0	1	0	0	0	0	0	1	0.0%
Association-Must be Used with Another Bases	27	31	48	24	33	35	34	11	10	11	264	2.0%
Sex-Other Allegation	49	29	27	26	50	53	43	34	27	31	369	2.8%
Sex-Harassment	52	44	46	50	63	51	52	45	31	36	470	3.6%
Sex-Pregnancy	1	9	5	4	5	6	14	5	8	6	63	0.5%
Sex-Orientation	27	36	36	39	44	21	37	27	37	20	324	2.5%
Marital Status-Single	21	7	12	18	25	22	14	20	9	9	157	1.2%
Marital Status-Married	1	4	2	3	2	7	2	3	3	5	32	0.2%
Marital Status-Divorced	1	2	1	2	5	7	0	0	0	0	18	0.1%
Marital Status-Cohabitation	11	13	13	8	5	8	7	8	6	4	83	0.6%
Familial Status (Children)	194	182	146	169	219	265	204	203	201	172	1,955	15.1%
Source of Income	7	14	11	27	23	13	25	22	25	19	186	1.4%
Other	13	17	3	6	10	8	33	2	21	1	114	0.9%
Total	1,124	1,109	1,176	1,203	1,384	1,589	1,534	1,407	1,204	1,231	12,961	100.0%

Note: Total bases reported exceed the total number of cases filed. Complaints may claim up to four bases.

Table C-4
California Department of Fair Employment and Housing: Housing Cases-Count of Alleged Acts

Alleged Act	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	Total	Percent
Refusal to Rent	189	207	182	203	235	329	363	333	332	301	2,674	18.0%
Eviction	384	366	401	351	412	425	368	284	258	262	3,511	23.6%
Refusal to Show	4	3	3	10	8	3	2	7	1	7	48	0.3%
Refusal to Sell	16	24	30	35	29	23	18	10	9	5	199	1.3%
Rent Increase	15	12	7	6	17	14	7	11	3	4	96	0.6%
Loan Withheld	3	10	9	16	8	8	9	4	7	6	80	0.5%
Unequal Terms	146	191	204	252	336	412	365	254	247	259	2,666	17.9%
Harassment	212	184	224	225	286	293	316	277	198	199	2,414	16.2%
Unequal Access to Facilities	24	29	6	32	32	80	143	67	78	97	588	4.0%
Occupancy Standards	3	2	4	3	6	8	3	12	13	15	69	0.5%
Surcharge	1	1	1	1	1	0	2	2	2	2	13	0.1%
Aggregate Income	1	0	0	0	0	0	0	1	0	1	3	0.0%
Income Standard	0	0	0	1	0	0	0	0	0	0	1	0.0%
Restrictive Covenant	6	5	2	0	4	1	0	9	5	9	41	0.3%
Denied Reasonable Modification/Accommodation	133	146	165	191	238	289	322	384	290	305	2,463	16.6%
Other	0	0	0	0	0	0	0	0	0	0	0	0.0%
Total	1,137	1,180	1,238	1,326	1,612	1,885	1,918	1,655	1,443	1,472	14,866	100.0%

Note: Total acts reported exceed the total number of cases filed because some cases are filed under more than one act.

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Table C-5
City of Moreno Valley
Housing Discrimination Cases Filed and Closed 2000-2011 by Basis

Cases Files by Basis	Number of Cases
Race/Color	14
National Origin/Ancestry-Other	1
Mental Disability	1
Retaliation-For Protesting	4
Association-Must be used with another basis	6
Sex-Harassment	4
Source of Income	1
National Origin-Mexico	1
National Origin-United States	2
Total	34

Source: California Department of Fair Employment and Housing (DFEH) Housing Cases Filed and Closed in Moreno Valley 2000-2011
Table construction by Castañeda & Associates

Table C-6
City of Moreno Valley
Housing Discrimination Cases Filed and Closed 2000-2011 by Act

Cases Filed by Act	Number of Cases
Refusal to Rent	6
Eviction	10
Refusal to Sell	1
Unequal Terms	8
Harassment	6
Total	31

Source: California Department of Fair Employment and Housing (DFEH) Housing Cases Filed and Closed in Moreno Valley 2000-2011
Table construction by Castañeda & Associates

e. Moreno Valley Housing Discrimination Complaints – Fair Housing Council of Riverside County, Inc.

During the five-year period from FY 2007/2008 through FY 2011/2012, 167 housing discrimination complaints were made to the Fair Housing Council of Riverside County, Inc. Table C-7 shows that the basis of those complaints were predominantly disability (47%) and race (23%).

Table C-8 shows that two-thirds of the complaints were made by Black residents. White residents made more complaints that the Hispanic, Asian and Other populations.

Table C-9 shows that the actions taken included primarily Fair Housing Council counseling, HUD/DFEH Attorney and education.

Table C-7
City of Moreno Valley
Basis of Housing Discrimination Complaints: FY 2007/2008 – FY 2011/2012

Bases	2007/2008	2008/2009	2009/2010	2010/2011	2011/2012	Total	Percent
Age	1	0	2	0	1	4	2.4%
Arbitrary	0	0	0	1	8	9	5.4%
Color	0	0	2	1	4	7	4.2%
Disability	3	9	8	32	27	**79**	**47.3%**
Familial Status	1	3	1	4	3	12	7.2%
National Origin	0	1	1	2	0	4	2.4%
Race	9	7	5	12	6	**39**	**23.4%**
Sex/Gender	0	1	0	2	1	4	2.4%
Sexual Orientation	1	0	0	0	0	1	0.5%
Source of Income	0	1	1	5	1	8	4.8%
Total	15	22	20	59	51	167	100.0%

Source: Fair Housing Council of Riverside County, Inc.

Table C-8
City of Moreno Valley
Housing Discrimination Complaints by Race and Ethnicity: FY 2007/2008 – FY 2011/2012

Race/Ethnicity	2007/2008	2008/2009	2009/2010	2010/2011	2011/2012	Total	Percent
Black	9	13	11	46	31	**110**	**65.8%**
White	5	6	4	1	10	26	15.6%
Hispanic	0	2	3	8	8	21	12.6%
Asian	0	1	2	2	0	5	3.0%
Other	1	0	0	2	2	5	3.0%
Total	15	22	20	59	51	167	100.0%

Source: Fair Housing Council of Riverside County, Inc.

Table C-9
City of Moreno Valley
Actions Taken on Housing Discrimination Calls – FY 2007/2008 – FY 2011/2012

Action Taken	2008/2009	2009/2010	2010/2011	2011/2012	Total	Percent
HUD/DFEH Attorney	3	3	26	8	40	26.3%
Counseled	9	11	17	30	67	44.0%
Educated	7	4	16	9	36	23.7%
Pending	3	0	0	0	3	2.0%
Conciliation	0	2	0	4	6	4.0%
Total	22	20	59	51	152	100.0%

Source: Fair Housing Council of Riverside County, Inc.

Impediment:

Based on past trends, about 165 housing discrimination complaints will be filed during the five year period between 2013 and 2018. The bases for most of these complaints are likely to be race/color and disability.

Although housing discrimination is infrequently reported in Moreno Valley, it is an underreported event. Some residents could experience housing discrimination and 1) not know how to detect it; 2) not know where to report it; and 3) uncertain about whether they want to report it.

Action Plan Recommendations:

The City and Fair Housing Council of Riverside County, Inc. will continue to offer to its residents fair housing services which include the processing of housing discrimination complaints and landlord/tenant counseling services. Sometimes a landlord/tenant issue has as its basis a housing discrimination concern.

The Fair Housing Council will post on its website a page where residents can input their fair housing questions.

C. BROKERAGE SERVICES

Section 3606 of the Federal Fair Housing Act prohibits discrimination in the provision of brokerage services:

> After December 31, 1968, it shall be unlawful to deny any person access to or membership or participation in any multiple-listing service, real estate brokers' organization or other service, organization, or facility relating to the business of selling or renting dwellings, or to discriminate against him in the terms or conditions of such access, membership, or participation, on account of race, color, religion, sex, handicap, familial status, or national origin.

1. Rules and Regulations and Multiple Listing Service

Real estate brokers or salespersons whose business is located in Moreno Valley may belong to one of several Board or Realtors, but most likely belong to the Inland Valley Association of REALTORS (IVAR). Like all associations, IVAR has a Multiple Listing Service (MLS). On January 1, 2013, the Board of Directors adopted *Rules and Regulations of the Multiple Listing Service.* The Rules and Regulations define the MLS as follows:

> A Multiple Listing Service is a means by which authorized MLS Broker participants establish legal relationships with other participants by making a blanket unilateral contractual offer of compensation and cooperation to other Broker participants; by which information is accumulated and disseminated to enable authorized participants to prepare appraisals, analyses and other valuations of real property for bonafide clients and customers; by which participants engaging in real estate appraisal contribute to common databases; and is a facility for the orderly correlation and dissemination of listing information among the participants so that they may better serve their clients, customers, and the public. Entitlement to compensation is determined by the cooperating broker's performance as a procuring cause of the sale or lease.

Section 14 of the Rules and Regulations states that the Association or MLS Board of Directors may take disciplinary action and impose sanctions against any MLS participant and subscriber because of a violation of any MLS rule, violation of a provision of the California Real Estate Law or a Regulation of the Real Estate Commissioner or for any violation of the National Association of REALTORS (N.A.R.) Code of Ethics while a member of any Association of REALTORS®.

2. Bylaws

According to Article V, Section 11 of the IVAR bylaws, applicants for membership must complete an orientation program on the Code of Ethics of not less than two hours and thirty minutes of instructional time, meeting the minimum criteria established from time to time by the National Association of Realtors for new member ethics training. Failure to satisfy this requirement within ninety days of the date of application (or, alternatively, the date that provisional membership was granted), will result in denial of the membership application or termination of provisional membership.

Section 13 further requires that every four years members are required to complete a course on the Code of Ethics. Failure to satisfy this requirement is considered a violation of a membership duty for which membership is suspended until such time as the training is completed.

There are several classes of members, and although only REALTOR® members are subject to the Code of Ethics and its enforcement by the association, all members are encouraged to abide by the principles established in the Code of Ethics and conduct their business and professional practices accordingly.

3. Code of Ethics

The Code of Ethics adopted by IVAR seeks "to eliminate practices which may damage the public or which might discredit or bring dishonor to the real estate profession. REALTORS® having direct personal knowledge of conduct that may violate the Code of Ethics involving misappropriation of client or customer funds or property, *willful discrimination*, or fraud resulting in substantial economic harm…shall bring such matters to the attention of the appropriate Board of Association of REALTORS." (Emphasis added)

Article 10 of the IVAR code of ethics requires that its members shall not deny equal professional services to any person for reasons of *race, color, religion, sex, handicap, familial status, national origin, or sexual orientation*. Members also shall not be parties to any plan or agreement to discriminate against a person or persons on the basis of race, color, religion, sex, handicap, familial status, national origin or sexual orientation. Further, members shall not discriminate against any person or persons on the basis of race, color, religion, sex, handicap, familial status, national origin, or sexual orientation. In furtherance of these objectives, IVAR has set forth several "standards of practice which state:

> Standard of Practice 10-1: When involved in the sale or lease of a residence, REALTORS® shall not volunteer information regarding the *racial, religious or ethnic composition of any neighborhood* nor shall they engage in any activity which may result in panic selling, however, REALTORS® may provide other demographic information. [Emphasis added]
>
> Standard of Practice 10-2: When not involved in the sale or lease of a residence, REALTORS® may provide demographic information related to a property, transaction or

professional assignment to a party if such demographic information is (a) deemed by the REALTOR® to be needed to assist with or complete, in a manner consistent with Article 10, a real estate transaction or professional assignment and (b) is obtained or derived from a recognized, reliable, independent, and impartial source. The source of such information and any additions, deletions, modifications, interpretations, or other changes shall be disclosed in reasonable detail.

Standard of Practice 10-3: REALTORS® shall not print, display or circulate any statement or advertisement with respect to selling or renting of a property that indicates any preference, limitations or discrimination based on race, color, religion, sex, handicap, familial status, national origin, or sexual orientation.

Impediment:

No impediment was found. Brokerage services as defined by the Federal Fair Housing Act pertain to the MLS and real estate organizations. Therefore, the City has no authority with respect to the MLS, Bylaws, and Code of Ethics. However, fair housing and real estate practices are of interest because of the number of homes that will be sold and bought in Moreno Valley over the next five years.

Action Plan Recommendation:

- **The City and Fair Housing Council of Riverside County, Inc. will arrange a meeting with IVAR's Fair Housing Committee, which meets the third Tuesday of every month, to explore fair housing topics.**

E. STEERING

Steering is prohibited by Sections 804(a) and 804(f)(1) of the Federal Fair Housing Act:

...it shall be unlawful--

(a) To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or *otherwise make unavailable or deny*, a dwelling to any person because of race, color, religion, sex, familial status, or national origin.

(f) (1) To discriminate in the sale or rental, or to *otherwise make unavailable or deny*, a dwelling to any buyer or renter because of a handicap of (A) that buyer or renter, (B) a person residing in that dwelling after it is sold, rented, or made available; or (C) any person associated with that person.

Examples of steering include:

- The practice of directing prospects to or away from a particular neighborhood based on their race, color, religion, sex, national origin, disability or familial status
- Allowing families with kids to rent only in certain buildings of an apartment complex
- Steering borrowers to loans having more costly terms than they are qualified for

Between 2007 and 2010, one percent of housing discrimination complaints alleged steering (HUD FY 2010 Annual Report on Fair Housing, page 24). There is no comparable data compiled by the State DFEH and the Fair Housing Council.

1. Racial/Ethnic and Neighborhood Steering

This fair housing impediment was not as prevalent in southern California as it was in the eastern cities. An historical perspective of steering is described below:

> Racial steering refers to the practice (illegal since 1968) engaged in by some property owners, brokers, and managers of steering white home and apartment seekers into white areas, while steering equally creditworthy black prospects into black and racially changing areas. Antisteering, sometimes called benign steering by critics, refers to efforts by municipalities and housing groups to combat illegal steering by lawsuits and managed integration programs.
>
> Two developments in the late 1960s set the stage for antisteering efforts. In January 1966, Martin Luther King, Jr., chose Chicago for a national campaign against housing bias. After a summer of riots, arson, and marches, Mayor Richard J. Daley agreed to convene the Conference on Religion and Race. The resulting summit agreement led to the formation of the Leadership Council to act as a housing bias watchdog agency. In Washington, five years of civil rights legislation culminated in the Fair Housing Act of 1968, which made it unlawful to deny to sell or rent a dwelling solely on account of race, and declared neighborhood integration a national goal.
>
> Source: Encyclopedia of Chicago, *Steering*, 2007

This type of steering probably was experienced by Moreno Valley's homebuyers and apartment seekers during the past few decades. It may have happened particularly during the City's periods of rapid growth and development. It also may occur now as homebuyers purchase homes in the Moreno Valley's neighborhoods and as there is turnover in the apartment rental market. The steering of home buyers, however, probably happens infrequently because the internet enables home buyers to be more active in the search process. According to the California Association of REALTORS:

> In 2011, home buyers saw a median of 12 homes during their home search, which was down from previous years. The reason for the drop may well be because buyers and their agents are utilizing the internet to weed out the fray and thus increasing efficiency and time for all parties in the home buying process.
>
> Source: Sara Sutachan, Senior Research Analyst, California Association of REALTORS, "The Importance Real Estate Agents in Finding a Home," June 18, 2011

However, given Moreno Valley's household and neighborhood demographic profiles it is unavoidable to buy and rent in neighborhoods that are not predominantly minority. As Table C-10 shows between 2000 and 2010, the percentage of minority households increased from 59.8% to 73.5% largely because there were 2,078 fewer White Alone households at the end compared to the beginning of the decade. By contrast, the number of Black, Asian and Hispanic households increased. Black households increased by nearly 30% and Asian households by more than 50%. In addition, Hispanic households nearly doubled increasing from about 12,000 to nearly 22,700 during the decade.

Table C-10
City of Moreno Valley
Number of Households by Race and Ethnicity: 2000 and 2010

Race/Ethnicity	2000 Number of Households	Percent	2010 Number of Households	Percent	Change 2000-2010	Percent Change 2000-2010
White Alone	15,750	40.2%	13,672	26.5%	-2,078	-13.2%
Black Alone	8,105	20.7%	10,520	20.4%	2,415	29.8%
American Indian or Alaska Native Alone	175	0.4%	188	0.4%	13	7.4%
Asian Alone	2,047	5.2%	3,173	6.2%	1,126	55.0%
Native Hawaiian or Other Pacific Islander Alone	152	0.4%	220	0.4%	68	44.7%
Some Other Race Alone	73	0.2%	106	0.2%	33	45.2%
Two or More Races	994	2.5%	1,053	2.0%	59	5.9%
Hispanic or Latino	11,929	30.4%	22,660	43.9%	10,731	90.0%
Total	39,225	100.0%	51,592	100.0%	12,367	31.5%

Census 2000, Table H007, Hispanic or Latino Householder by Race of Householder, Summary File 1 (SF 1) American Fact Finder
Census 2010 Summary File 1, Table HCT1: Tenure by Hispanic or Latino Origin of Householder by Race of Householder

Table construction by Castañeda & Associates

It is unknown if the increase in the number of minority households was due to steering. As Moreno Valley's Hispanic population formed households, they may have preferred to rent or buy in Moreno Valley because of neighborhood ties to family, friends, schools and churches. There was a considerable increase of Asian households. However, there are no predominant Asian neighborhoods.

All of the City's neighborhoods (census tracts) have a majority minority population ranging from a low of 53.3% to a high of 91.1%. Because most neighborhoods are predominantly minority, it is not possible to make estimates of the degree to which steering (when a salesperson, through his or her actions, words or behaviors, encourages or directs clients toward particular neighborhoods based upon the client's race or color) currently occurs.

Ultimately, the change in the household race and ethnic composition could be due to the community's housing affordability.

2. Steering of Apartment Seekers

According to HUD some landlords, brokers, and other housing professionals practice a subtle form of discrimination known as steering. This term refers to when someone tries to limit a renter's housing choices by guiding or encouraging the person to look elsewhere, based on a fair housing protected characteristic. This type of steering mostly affects apartment seekers as opposed in-place tenants.

During any one-year there is turnover in the rental housing market as apartments are vacated and then are occupied by an apartment seeker. It is when this vacancy-turnover process occurs that apartment seekers could experience steering. Statistics are unavailable on apartment turnover, although the 2010 Census provides a snapshot of the number of vacant housing units available for rent. The 2010 Census reports 3,967 vacant housing units of which 1,486 were available for rent.

Table C-11 describes the four main types of illegal steering practices.

3. Loan Steering

Some of the families who bought homes in Moreno Valley during the housing boom years – a large proportion of whom were Hispanic – undoubtedly were steered into more costly loan products than they were qualified for and were victims of predatory lending.

From 2000 through 2006, easy access to mortgage loan credit dramatically increased home ownership and fueled home price appreciation. As the Government Accounting Office pointed out:

> ...more aggressive lending practices — an easing of underwriting standards and wider use of certain loan features associated with poorer loan performance — reduced the likelihood that some borrowers would be able to meet their mortgage obligations, particularly in times of economic hardship or limited house price appreciation. For example, data on private label securitized loans show significant increases from 2000 through 2006 in the percentage of mortgages with higher loan-to-value ratios (the amount of the loan divided by the value of the home), adjustable interest rates, limited or no documentation of borrower income or assets, and deferred payment of principal or interest.
>
> Source: Government Accounting Office (GAO), *Home Mortgage Defaults and Foreclosures: Recent Trends and Associated Economic and Market Developments: Briefing to the Committee on Financial Services*, U.S. House of Representatives, Report No.: GAO-08-78R, October 2007, page 5 of letter to Chairman Frank

Mortgage lending grew sharply in the early to mid-2000s, as described below:

> Mortgage lending surged in low- and moderate income neighborhoods during the housing boom, and subsequently contracted sharply. Over 2003-2006, purchase mortgage originations increased 60 percent in low- and moderate-income neighborhoods but less than 20 percent in high-income neighborhoods. Unfortunately, during the surge in lending many borrowers were encouraged to take out subprime mortgages with teaser rates and prepayment penalties as well as alt-A mortgages with negative amortization features.
>
> Source: Janet L. Yellen, Vice Chair, Board of Governors of the Federal Reserve System, *Housing Market Developments and Their Effects on Low- and Moderate-income Neighborhoods*, June 9, 2011 (at the 2011 Federal Reserve Bank of Cleveland Policy Summit)

Table C-11
U.S. Department of Housing and Urban Development
Types and Examples of Illegal Steering Practices

Type of Illegal Steering	Examples of Illegal Steering
Discouraging You from Renting at a Building	Rather than saying "We don't rent to black people" or "No families allowed," some landlords claim to have nondiscriminatory policies but indirectly try to encourage prospective tenants to *look elsewhere* based on discriminatory reasons. Of course, if the apartment seeker mentions a need to rent an apartment in a building that's close to public transportation, it's valid for a landlord to point out a building isn't located near public transportation and suggest apartment seeker to look elsewhere. But if an apartment seeker starts to hear a landlord or broker make arguments for why a building shouldn't be considered when everything about it seems fine, the would be renter should be suspicious that they're trying to steer them away from the building for a discriminatory reason.
Discouraging Apartment Seeker from Renting by Exaggerating Drawbacks or Failing to Inform the Renter about Desirable Features of the Rental or Neighborhood	Instead of trying to show why the renter should be interested in their building, some landlords may stress the negatives, in the hope that it might get discourage the apartment seeker. Even less directly, a landlord may simply not bother pointing out the pros of living in the building or even in the neighborhood. For example, if a building has amenities such as a swimming pool, roof deck, or fitness center and the landlord or broker isn't mentioning them, that should be considered a red flag that the apartment seeker is being steered.
Indicating that Apartment Seeker Wouldn't Be Comfortable or Compatible with other Tenants	Another steering tactic could be summarized as "It's not the building, it's the tenants." Under this scenario, a landlord will try to discourage someone from renting at the building because he believes apartment seeker wouldn't be a good fit with the other tenants. HUD advises if someone is in this situation, the landlord or broker should be pressed to explain why he/she thinks renter would have problems with the tenants. The reason could be valid. For example, the renter may have told a landlord or broker they are looking for peace and quiet and landlord might let the renter know that many tenants like to hold loud parties or that the walls are thin and several complaints have been about noise. But if a landlord says, "Well, I don't think the other tenants will like the fact you have kids," then would be renter knows this is illegal steering, in this case based on familial status.
Trying to Assign Apartment Seeker to a Certain Floor or Section of the Building	This type of steering practice is about segregation. In this scenario, a landlord doesn't mind renting to certain types of people -- as long as those people rent apartments in a certain part of the building. Although this is a less obvious form of discrimination, this type of steering practice often leads to flat-out discrimination. An example is a landlord who tries to put tenants with disabilities in a certain area of a complex, in an attempt to minimize their visibility to other tenants and their guests. Another example is if the renter is a woman with two children and there are no more vacancies available in the "kids' part" of a building, it means the landlord must (under a discriminatory policy) turn the renter away on account of familial status -- even though there may be vacancies in the building.

The GAO Report also found the following:

> In dollar terms, subprime lending grew from about 9 to 24 percent of mortgage originations (excluding home equity loans) from 2003 through 2006. Over the same period, Alt-A lending grew from about 2 to almost 16 percent of mortgage originations, and the share for loans with government insurance or guarantees fell from about 6 to 3 percent. As we reported in June 2007, in terms of number of loans, the subprime share of the market for home purchase mortgages grew most rapidly in census tracts with lower median incomes and higher concentrations of minorities, the same areas where FHA's share dropped most sharply.
>
> Source: GAO Report, page 11 of Report to Committee on Financial Services

While this aggressive lending was going on, often borrowers of color experienced loan steering. Steering, bait-and-switch, and predatory lending are inter-connected. The California Association of Mortgage Brokers (CAMB) at its 2004 Annual Convention announced it first-ever definition of predatory lending:

> Predatory lending is defined as intentionally placing customers in loan products with significantly worse terms and/or higher costs than loans offered to similarly qualified consumers in the region for the primary purpose of enriching the originator and little or no regard for the costs to the consumer.

Loan steering sometimes happened when borrowers were first declined by a lender and then referred to an affiliate. For example:

> A borrower enters a lending institution seeking a loan and is told that they do not qualify for the specific loan applied for, but would qualify for another loan product from another affiliate of the organization. The applicant is therefore 'steered' to the affiliate and reapplies for another loan. [The] affiliate steers the borrower toward a loan product for which they are overqualified.
>
> Sumit Agarwal and Douglas D. Evanoff, Social Science Research Network (SSRA) *Loan Product Steering in Mortgage Markets*, January 2013, pages 2-3

According to the Center for Responsible Lending:

> ...there is evidence that African American and Latinos were more likely to be steered into higher-priced loans that white borrowers.
>
> ...African and Latino borrowers were about 30 percent more likely to receive higher-cost subprime loans than white borrowers.
>
> ...higher–priced and subprime loans were more frequent in low-income and minority neighborhoods than in higher-income or predominantly non-Hispanic white neighborhoods.
>
> Source: Center for Responsible Lending, *Lost Ground, 2011: Disparities in Mortgage Lending and Foreclosures*, page 11

The average interest rate on a 30-year fixed rate home loan in 2004 was 5.84%. In contrast, the average higher-cost home loan in California carried an interest rate of 9.81%. It is very likely that during this period, many borrowers were steered to higher price loans and that higher-cost loans adversely impacted disproportionately borrowers of color. *Some borrowers of color who bought homes in Moreno Valley in the early- to mid-2000s would have experienced higher cost loans.*

Table C-12 shows that African-Americans, Latinos and American Indians and Pacific Islanders had a higher percentage of higher cost loans than White or Asian borrowers. Indeed, for African American borrowers, the figures were more than twice that for Whites.

Table C-12
State of California
Percent Higher Costs Loans by Race/Ethnicity and Neighborhood Characteristics

Race/Ethnicity	% Higher Cost Loans
Asian	4.29%
White	7.16%
Pacific Islander	10.84%
American Indian	12.39%
Latino	14.03%
African American	16.29%
80-100% Minority Tracts	13.59%
Low Income Tracts	14.67%

Source: California Reinvestment Coalition, *Who Really Gets Higher-Cost Loans?* December 2005, page 29

Legal actions have recently been taken to obtain monetary relief for victims of steering. For instance, in 2011, the Civil Rights Division of the Federal Department of Justice filed and settled its largest fair lending lawsuit ever, obtaining $335 million in monetary relief for more than 200,000 victims of discrimination. The Division's lawsuit against Countrywide Financial Corporation alleged that, for more than four years during the height of the mortgage boom, Countrywide systematically discriminated against qualified Hispanic and African-American borrowers in violation of ECOA [Equal Credit Opportunity Act] and the FHA [Fair Housing Act]. The lawsuit alleged – for the first time ever by the Department – that the mortgage lender "steered" Hispanic and African-American borrowers by systematically placing them in subprime loans, while placing white borrowers with similar creditworthiness in prime loans. [Emphasis added]

It is likely that "steering" was experienced by some Hispanic and African-American homebuyers who obtained loans from Countrywide to buy homes in Moreno Valley between 2003 and 2006.

Also, in 2011, the Federal DOJ reached a fair lending settlement with Wells Fargo. The complaint alleged that between 2004 and 2008, as a result of Wells Fargo's policies and practices, qualified African-American and Hispanic wholesale borrowers were placed in subprime loans rather than prime loans even when similarly-qualified non-Hispanic white borrowers were placed in prime loans. The discriminatory placement of wholesale borrowers in subprime loans, also known as "steering," occurred because it was the bank's business practice

to allow mortgage brokers and employees to place a loan applicant in a subprime loan even when the applicant qualified for a prime loan.

Source: The Attorney General's 2011 Annual Report to Congress Pursuant to the Equal Credit Opportunity Act Amendments of 1976, March 2012 (submitted by Thomas E. Perez, Assistant Attorney General, Civil Rights Division)

Additionally, corrective actions are underway to prevent or at least deter the abuses of the past from impacting borrowers who want to buy a home located in Moreno Valley. For example, the Federal Reserve Board (FRB) on August 16, 2010 announced final rules to protect mortgage borrowers from unfair, abusive, or deceptive lending practices that can arise from loan originator compensation practices. The new rules apply to mortgage brokers and the companies that employ them, as well as mortgage loan officers employed by depository institutions and other lenders.

The FRB explained that lenders commonly pay loan originators more compensation if the borrower accepts an interest rate higher than the rate required by the lender (commonly referred to as a "yield spread premium"). Under the final rule, however, a loan originator may not receive compensation that is based on the interest rate or other loan terms. This will prevent loan originators from increasing their own compensation by raising the consumers' loan costs, such as by increasing the interest rate or points. Loan originators can continue to receive compensation that is based on a percentage of the loan amount, which is a common practice.

The final rule, according to the FRB, also prohibits a loan originator that receives compensation directly from the consumer from also receiving compensation from the lender or another party. In consumer testing, the Board found that consumers generally are not aware of the payments lenders make to loan originators and how those payments can affect the consumer's total loan cost. The new rule seeks to ensure that consumers who agree to pay the originator directly do not also pay the originator indirectly through a higher interest rate, thereby paying more in total compensation than they realize.

Additionally, the final rule prohibits loan originators from directing or "steering" a consumer to accept a mortgage loan that is not in the consumer's interest in order to increase the originator's compensation. The rule will preserve consumer choice by ensuring that consumers can choose from loan options that include the loan with the lowest rate and the loan with the least amount of points and origination fees, rather than the loans that maximize the originator's compensation.

The Consumer Financial Protection Bureau (CFPB) adopted rules for mortgage brokers and loan officers to explicitly prohibit mortgage from steering borrowers into risky and high-cost loans. The Agency's rules prohibit mortgage steering mainly through removing incentives: originators can no longer received payment from both the consumer and other parties; they can no longer obtain compensation plans that fluctuate with the terms of the loan; and they cannot receive higher payment for securing higher interest loans (or loans with higher fees).

Impediment:

Steering may adversely impact homebuyers in their search process and when they apply for a loan. Steering also may adversely impact renters when they seek an apartment. Corrective actions have been taken regarding loan steering so that abuse may not happen in the future as frequently as it occurred in the early to mid- 2000s. However, the

steering of apartment seekers is likely to continue, although it is not possible to measure its frequency.

Action Plan recommendations:

- **The Fair Housing Council - as part of its home buyer counseling services – will provide examples of how to detect "steering" during the home search process and how to detect "loan steering."**
- **The Fair Housing Council will offer information to renters attending workshops on how to detect steering behavior by resident property managers.**

F. APPRAISAL PRACTICES

The federal Fair Housing Act makes it unlawful to discriminate against a protected class in appraising property. An appraisal is a written assessment of market value and is used by mortgage underwriters to determine whether there is sufficient collateral to lend money to a homebuyer. Appraisals, therefore, are obtained by lenders to provide the market value of a home to be financed by a loan. The appraisal and loan-to-value ratio determine the maximum loan that a lender will offer the borrower/buyer.

Unlawful discriminatory appraisal practices, for example, may include:

- Taking into account the race and ethnic make-up of a neighborhood
- Taking into the account the race and ethnicity of the seller and buyer

According to Realist assessor information, in the past five years (1/1/2008-12/31/2012), there were 11,387 transactions for owner-occupants who bought homes or condominiums located in Moreno Valley. Although some purchased their home "all-cash" a significant number would have had an opportunity to review an appraisal. It is unlikely that the borrowers requested a copy of the appraisal.

Appraisals are needed by lenders to provide the market value of a home to be financed by a loan. They are necessary because combined with the loan-to-value ratio the appraisal determines the maximum loan that a lender will offer the buyer. Appraisal practices were altered in many ways due to the fraud that occurred during the frenzy of the housing market between 2000 and 2007.

The Uniform Residential Appraisal Report is a six page form used by appraisers to determine a valuation of a home. The report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). The report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project. The report is divided into several sections, one of which describes the neighborhood. The first line in that section, in bold letters, states

> "Note: Race and racial composition of the neighborhood are not appraisal factors".

At the end the report, there is an "appraiser's certification" which includes 25 certifications. Certifications #17 reads:

> I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the

> participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

After the collapse of the housing market, it was often considered that over-inflated appraisals were one of the contributing factors. The U.S. Government Accounting Office, *Residential Appraisals: Opportunities to Enhance Oversight of an Evolving Industry*, Report to Congressional Committees, July 2011, stated that recent policy changes may affect consumer costs for appraisals, while other policy changes have enhanced disclosures to consumers. Consumer costs for appraisals vary by geographic location, appraisal type, and complexity. However, the impact of recent policy changes on these costs is uncertain. These policy changes would affect all borrowers.

The report further stated that laws that apply to appraisals for residential mortgages include consumer protection statutes, such as the Truth in Lending Act (TILA), which addresses disclosure requirements for consumer credit transactions and regulates certain lending practices; the Equal Credit Opportunity Act (ECOA), which addresses non-discrimination in lending; and the Real Estate Settlement Procedures Act of 1974 (RESPA), which requires transparency in mortgage closing documents.

The Appraisal Foundation, *2012-2013 Edition of the Uniform Standards of Professional Appraisal Practice* (USPAP) report sets forth the technical and ethical guidelines used by appraisers. According to its Ethics sections:

> An appraiser must not use or rely on unsupported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance income, handicap, or an unsupported conclusion that homogeneity of such characteristics is necessary to maximize value.

Contained the Standards section Standard Rule 6-3 deals with neighborhood trends when appraising a property and encourages appraisers to avoid stereotyped or biased assumptions relating to race, age, color, gender, or national origin or an assumption that race, ethnic, or religious homogeneity is necessary to maximize value in a neighborhood.

Advisory Opinion #16 (Fair Housing Laws and Appraisal Report Content) of the USPAP concerns Fair Housing Laws and Appraisal Report Content and states:

> Fair housing law(s) preclude the use of certain specific information or supported conclusions related to protected group(s) in some assignments. Accordingly, an appraiser should be knowledgeable about the laws that affect the subject property of an assignment. Laws and regulations on fair lending and fair housing (such as the Fair Housing Act; the Equal Credit Opportunity Act (ECOA), and the laws and regulations of applicable federal, state, and local jurisdictions) continue to evolve. Further, appraisers must continue to provide appraisals that do not illegally discriminate or contribute to illegal discrimination. The Conduct section of the ETHICS RULE states in part, An appraiser must not use or rely on unsupported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance income, handicap, or an **unsupported** conclusion that

> homogeneity of such characteristics is necessary to maximize value (Bold added for emphasis).
>
> (Nor) one cannot infer by logical extension that using supported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, age... is appropriate or acceptable..
>
> In some cases, even supported conclusions in assignments relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance income, handicap, or group homogeneity cannot be used because they are precluded by applicable law.

Under both federal law (the Equal Credit Opportunity Act, 15 U.S.C. § 1691(e), and its implementing regulations--see 12 C.F.R. § 202.14 in particular) and California law (Business & Professions Code § 11423), a lender is generally obligated to inform a credit applicant of the right to receive a copy of the appraisal used in connection with the application, and to honor the applicant's written request for a copy of the appraisal report.

The California Association of REALTORS (CAR) explains that one of the reasons a buyer should obtain an appraisal is "To make sure the lender has not engaged in any discriminatory practices."

Consequently, a homebuyer/borrower is entitled to a copy of the appraisal. But a homebuyer and borrower during the purchase process has a bewildering array of documents to review and sign. Additionally, given an appraisal to review, they may not have the knowledge to review an appraisal report to determine if, for example, race or ethnicity were considered in making the appraisal.

Impediment:

Complaints regarding appraisal discriminatory practices are not routinely collected by local, State or Federal agencies. It may occur but would-be homebuyers are in the best position to detect potentially discriminatory practices.

Action Plan Recommendations:

- **The Fair Housing Council will add "how to read an appraisal report" to its homebuyer counseling services.**
- **Consumer education will 1) inform borrowers of their right to request the appraisal report and 2) provide information on the contents of the report and how to detect possible discriminatory practices.**

G. LENDING PRACTICES

1. Background

a. Fair Housing Act, Equal Credit Opportunity Act and the California Holden Act

In cases involving discrimination in mortgage loans or home improvement loans, the United States Department of Justice may file suit under both the Fair Housing Act and the Equal Credit Opportunity Act.

Section 805 of the Fair Housing Act (42 U.S.C. 3605) states that it is -

> ...unlawful for any person or other entity whose business includes ... the making or purchasing of loans or providing other financial assistance for purchasing, constructing, improving, repairing, or maintaining a dwelling... to discriminate against any person...because of race, color, religion, sex, handicap, familial status, or national origin.

The Equal Credit Opportunity Act (ECOA) 15 U.S.C. 1691 *et seq.* prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age, because an applicant receives income from a public assistance program, or because an applicant has in good faith exercised any right under the Consumer Credit Protection Act.

To supplement federal legislation, state laws have been enacted to forbid the discriminatory practice known as "redlining," a practice that results in blanket refusals by some lenders to make loans in whole neighborhoods or geographic areas. Redlining is illegal in California pursuant to the Housing Financial Discrimination Act of l977 (Holden Act). (Health & Safety Code Section 35800-35833) The Holden Act prohibits the consideration of race, color, religion, sex, marital status, national origin, or ancestry in lending for the purchase, construction, improvement, or rehabilitation of housing. Further, lenders cannot deny loan applications because of the ethnic composition, conditions, characteristics, or expected trends in the neighborhood or geographic area surrounding the property.

The Holden Act places restrictions on redlining by making it illegal for lenders to consider the racial, ethnic, religious, or national origin composition of a neighborhood or geographic area surrounding a housing accommodation.

To ensure that prospective borrowers are aware of their rights under this law, lenders must notify all applicants of the provisions of the Holden Act at the time of the loan application. The notice must include the address where complaints may be filed and where information may be obtained. The notice must be in at least 10-point type and also must be posted in a conspicuous location in the lender's place of business. A notice would state the following:

> IT IS ILLEGAL TO DISCRIMINATE IN THE PROVISION OF OR IN THE AVAILABILITY OF FINANCIAL ASSISTANCE BECAUSE OF THE CONSIDERATION OF:
>
> 1. TRENDS, CHARACTERISTICS OR CONDITIONS IN THE NEIGHBORHOOD OR GEOGRAPHIC AREA SURROUNDING A HOUSING ACCOMMODATION UNLESS THE FINANCIAL INSTITUTION CAN DEMONSTRATE IN THE PARTICULAR CASE THAT SUCH CONSIDERATION IS REQUIRED TO AVOID UNSAFE AND UNSOUND BUSINESS; OR

2. RACE, COLOR, RELIGION, SEX, MARITAL STATUS, NATIONAL ORIGIN OR ANCESTRY

IT IS ILLEGAL TO CONSIDER THE RACIAL, ETHNIC, RELIGIOUS, OR NATIONAL ORIGIN COMPOSITION OF A NEIGHBORHOOD OR GEOGRAPHIC AREA SURROUNDING A HOUSING ACCOMMODATION OR WHETHER OR NOT SUCH COMPOSITION IS UNDERGOING CHANGE, OR IS EXPECTED TO UNDERGO CHANGE, IN APPRAISING A HOUSING ACCOMMODATION OR IN DETERMINING WHETHER OR NOT, OR UNDER WHAT TERMS AND CONDITIONS, TO PROVIDE FINANCIAL ASSISTANCE.

THESE PROVISIONS GOVERN FINANCIAL ASSISTANCE FOR THE PURPOSE OF THE PURCHASE, CONSTRUCTION, REHABILITATION, OR REFINANCING OF ONE-TO-FOUR-UNIT RESIDENCE.

b. Home Mortgage Disclosure Act (HMDA)

The HMDA Loan Application Register (LAR) data includes information about ***each*** loan application. HMDA requires lenders to report on the action taken on each loan application, as follows:

- Loan Originated
- Application Approved, Not Accepted
- Application Denied
- Application Withdrawn
- Filed Closed for Incompleteness

The race, ethnicity and income of the applicant also are noted by the lender.

Although the loan denial rates do not support definitive conclusions regarding discrimination on the bases of race or ethnicity, they are a useful screen to identify disparities in loan approval rates by the race and ethnicity of applicants and geographic markets where differences in denial rates warrant further investigation.

2. 2011 Conventional and FHA/VA Loan Volumes, Loan Dispositions and Denial Rates by Race, Ethnicity and Income

The 2011 LARS HMDA data reports 2,199 loan applications. That's all conventional and FHA/VA loan applications that made it through the entire underwriting process:

Conventional Loans	481	21.9%
FHA/VA Loans	1,718	78.1%
Total	2,199	100.0%

The final disposition of the loan applications is as follows:

Originated	1,693	77.0%
Application Approved, Not Accepted	124	5.6%
Denied	382	17.4%
Total	2,199	100.0%

The above totals exclude the applications made in census tracts with boundaries that were mostly outside of Moreno Valley.

As noted above, about 17% of all loan applications were denied. Table C-13 shows the denial rates by race/ethnicity, selected income groups, and loan type.

Table C-13
City of Moreno Valley
Comparison of Denial Rates by Race/Ethnicity, Type of Loan and Income Level

	$25,000-$49,999		$50,000-$74,999		$75,000-$99,999	
Race/Ethnicity	**Conventional**	**FHA/VA**	**Conventional**	**FHA/VA**	**Conventional**	**FHA/VA**
White Alone	23.1%	14.7%	2.9%	10.8%	22.2%	8.9%
Hispanic or Latino	20.2%	15.1%	14.6%	14.8%	23.1%	12.7%
Asian	12.0%	22.2%	14.3%	38.5%	0.0%	0.0%
Black	22.2%	15.6%	28.6%	21.4%	60.0%	21.7%
Other/NA	15.8%	17.9%	17.6%	12.5%	12.5%	24.0%
Total	19.7%	15.4%	13.3%	15.3%	22.9%	14.2%

Source: 2011 LARS HMDA data
Table construction by Castañeda & Associates

- Within the $25,000-$49,999 income group, all minority group applicants have lower conventional loan denial rates than White borrowers. In contrast, white loan applicants have the lowest FHA/VA denial rates.

- Within the $50,000-$74,999 income group, the White loan applicants experienced a conventional loan denial rate much lower than the other race and ethnic groups. For Black borrowers, the conventional loan denial rate was more than twice as high as for the Hispanic and Asian borrowers. It should be noted, however, that both Asian and Black borrowers had 14 applications, of which two Asian applicants and four Black applicants were denied. This would account for the denial rate being twice as high. Among the FHA/VA loan applicants, Asian borrowers had a substantially higher denial rate; however, there were only 13 applications.

- Within the $75,000-$99,999 income group, the Asian conventional loan applicants had the lowest denial rate (only six applications); Blacks experienced the highest loan denial rate (only five applicants). Among the FHA/VA loan applicants, the Other/NA category borrowers had the highest loan denial rate while Asian loan applicants experienced the lowest denial rate (only six applications).

3. Characteristics of Borrowers with Approved Loan Applications

There were 1,693 approved loans in 2011:

➢ Conventional Loans	355	21.0%
➢ FHA/VA Loans	1,338	79.0%
➢ Total	1,693	100.0%

The race and ethnicity of the borrowers is known for 1,560 of the 1,693 approved loans. The race and ethnicity is not known for 37 approved conventional loan borrowers and 96 FHA/VA approved loan applicants. These 133 approved loans were eliminated from the analysis because the focus is on the race and ethnicity of applicants who had their loans approved.

Table C-14 shows the race/ethnicity of 1,560 homebuyers who had their loans approved compared to household percentages based on the 2010 Census. The minority percentage of 2011 homebuyers (75%) is about 6% below the citywide percentage (81%) of minority householders. But Hispanic and White householders represent a higher percentage of the 2011 homebuyers than they comprise of all households residing in Moreno Valley in 2010. In contrast, the Asian homebuyer percentage is slightly less than they represent in the City while the Black homebuyers comprise 17.2% of all households compared to 10.8% of the homebuyers.

Table C-14
City of Moreno Valley
Race and Ethnicity of 2011 Homebuyers Compared to 2010 Census

Race/Ethnicity	Number	2011 Percent	2010 Percent
White	387	24.8%	18.9%
Black	168	10.8%	17.2%
Asian	76	4.9%	5.9%
Other	25	1.6%	3.6%
Hispanic	904	57.9%	54.4%
Total	1,560	100.0%	100.0%

Source: HMDA and 2010 Census
Table construction by Castañeda & Associates

There could be many reasons why Hispanics comprise a high percentage of homebuyers. For example, they could be renters moving to homeownership and because they have ties to neighborhoods, families, friends and churches choose to buy in Moreno Valley. Additionally, housing in Moreno Valley could be more affordable to them because 1) home prices are below the FHA/VA loan limits, 2) the low down payment requirements and 3) the prevailing low interest rates.

The reasons why Blacks represent fewer of the 2011 homebuyers than the city-wide percentage are probably complicated. But they may include economic factors impeding mobility such as underemployment and income constraints or they prefer to buy in other communities.

4. Types of Home Loan Financing by Race and Ethnicity

Unlike the housing boom years, approved borrowers rely heavily on FHA/VA financing compared to conventional financing. Indeed, nearly 80% of all approved loans in 2011 were FHA insured loans or VA guaranteed loans. Table C-15 shows that about half of Asian homebuyers relied on FHA/VA financing. In contrast, 84% of Hispanic borrowers and 83% of the Black borrowers had their approved loans FHA/VA financed.

Table C-15
City of Moreno Valley
FHA and Conventional Financing by Race and Ethnicity: 2011

Race/Ethnicity	FHA	Conventional	Total	Percent FHA
White	287	100	387	74.2%
Black	139	29	168	82.7%
Asian	37	39	76	48.7%
Other	22	3	25	88.0%
Hispanic	757	147	904	83.7%
Total	1,242	318	1,560	79.6%

Source: HMDA
Note: Table includes approved loans for which race and ethnicity are known. Therefore, 133 approved loans are excluded from the table total because race and ethnicity are unknown.
Table construction by Castañeda & Associates

5. Down Payments by Type of Financing and Race and Ethnicity

Data on the sales prices, type of financing, and down payments was obtained for 1,893 owner-occupied single family home purchases. The data provide the first and last name of the home buyer, but not the race or ethnicity. Software was then used to process the owners' surnames and categorize the homebuyers into three groups:

➢ Hispanic	1,039	54.9%
➢ Asian	161	8.5%
➢ Other	693	36.6%
Total	1,893	100.0%

Comparing the sales data to the HMDA data, the race and ethnicity distribution matched closely for Hispanic buyers, but was higher for Asian buyers:

	Sales Data	HMDA Data
➢ Hispanic	54.9%	57.9%
➢ Asian	8.5%	4.9%

The vast majority of the "Other" category (36.6%) is comprised of White and Black homebuyers as other groups bought few homes in Moreno Valley in 2011. Table C-15 – which is based on HMDA data – shows that White buyers comprised 387 and Black buyers 168 of the 580 homebuyers who were not Asian or Hispanic.

The sales data provides details on each property and, unlike HMDA data, includes the sales price and the amount of the first loan. Therefore, it is possible to calculate the amount of the down payment.

Table C-16 shows that about 64% of the Moreno Valley's 2011 homebuyers made a down payment of 3% or less. Almost 70% of the Hispanic homebuyers made a down payment of 3% of less. Additionally, about 65% of the "Other" homebuyers also made down payments of 3% or

less. By contrast, only about 26% of the Asian homebuyers made a down payment of 3% or less.

Table C-16
City of Moreno Valley
Owner Occupied Home Purchases in 2011
by Race/Ethnicity and Down Payment Amount

	Race/Ethnicity							
Percent Down Payment	**Asian**	**Percent**	**Hispanic**	**Percent**	**Other**	**Percent**	**Total**	**Percent**
0% or >100% Financing[1]	4	2.5%	50	4.8%	82	11.8%	136	7.2%
1% to 3%	38	23.6%	675	65.0%	370	53.4%	1,083	57.2%
4% to 9%	4	2.5%	74	7.1%	39	5.6%	117	6.2%
10% to 15%	0	0.0%	21	2.0%	16	2.3%	37	2.0%
16% to 19%	0	0.0%	8	0.8%	2	0.3%	10	0.5%
20%	18	11.2%	79	7.6%	68	9.8%	165	8.7%
21% to 25%	24	14.9%	19	1.8%	20	2.9%	63	3.3%
26% to 30%	8	5.0%	13	1.3%	14	2.0%	35	1.8%
31% to 50%	7	4.3%	26	2.5%	13	1.9%	46	2.4%
51% or More	1	0.6%	4	0.4%	6	0.9%	11	0.6%
"All-Cash"	57	35.4%	70	6.7%	63	9.1%	190	10.0%
Total	161	100.0%	1,039	100.0%	693	100.0%	1,893	100.0%

[1]Some HUD loans such as 203K loans and VA loans allow loans to exceed 100% of the purchase price.
Source: Realist tax assessor data obtained through the Pacific West Association of Realtors
Table construction by Castañeda & Associates

A significant loan underwriting goal is accomplished when a home buyer makes a down payment of 20% or more. The percentage of homebuyers who made a 20% or more down payment or an "all cash" purchase is as follows:

- Asian 71.4%
- Other 26.6%
- Hispanic 20.3%

Low down payment financing allows borrower leverage in six forms:

Two types of asset leverage:

1. As the down payment percentage decreases, the asset price of the home it can leverage increases.

2. As the loan amortization term increases, asset leverage remains high because of slower earned equity buildup from amortization during a loan's early years.

Three types of income leverage:

3. As the debt-to-income ratio increases, so does the loan that may be serviced with the same amount of income.

4. As the loan amortization term increases, so does the loan that may be serviced with the same amount of income.

5. As the rate of interest declines, the size of the loan that may be serviced with the same amount of income rises. While the Federal Reserve is responsible for this increase in leverage, the FHA's underwriting policies turn virtually all of this additional buying power into increased buyer leverage.

One type of credit leverage:

6. The lower the acceptable credit score, the larger the pool of buyers.

Source: Edward J. Pinto, *How FHA Hurts Working-Class Families and Communities*, American Enterprise Institute, December 2012, pages 4 and 5

As previously explained, in 2011 about 64% of Moreno Valley's 1,893 homebuyers made a down payment of 3% or less. In the second half of 2008, 51% of mortgage foreclosures were caused by "negative equity" and down payments of less than 3%." (Wall Street Journal, July 3, 2009). According to the November 2012 FHA Outlook, 9.5% of all FHA loans are seriously delinquent, a percentage that includes all bankruptcies, all foreclosures, and 90 days or more delinquent.

Most of Moreno Valley's "low down payment homebuyers" obtained FHA/VA financing. If housing price increases are stagnant, slow or declining, these homebuyers are potentially at risk of going underwater – that is, having a "net" sales price less than what is owed on the home. The median home price in 2011 was $165,000. A loan amount of $160,050 can be approved with a 3% down payment. After three years a loan balance of $151,245 would be owed by the borrower (4% interest rate, 30-year term). If the home could still be sold for $165,000 in 2016, the seller would realize a net sales price of $151,800 based on 8% of the sales price being consumed by transaction costs (e.g., sales commission, inspection reports, appraisal costs, pest control reports, buyer mandated repair costs, etc.). Therefore, buyers who made a small down payment have a small equity stake and are at-risk to many economic forces outside of their control.

As stated earlier, about two thirds of all approved loans were FHA financed. There is concern of FHA's increased market share and its exposure to borrower delinquencies. As stated in the Department of Treasury and Department of Housing and Urban Development report to Congress:

> FHA should return to its pre-crisis role as a targeted provider of mortgage credit access for low- and moderate-income Americans and first-time homebuyers. (Today, FHA's market share is nearly 30 percent, compared to its historic role of between 10-15 percent.) As Fannie Mae and Freddie Mac's presence in the market shrinks, the Administration will coordinate program changes at FHA to ensure that the private market – not FHA – picks up that new market share.
>
> To make sure that FHA is financially strong enough to provide this key support, and that those taking out FHA-insured single-family loans are taking on sustainable mortgages, the Administration will explore ways to further reduce the risk exposure of FHA. While FHA has already changed its policy to require that borrowers with lower FICO scores put

> down *larger down payments*, FHA will consider other options, such as *lowering the maximum loan-to-value ratio* for qualifying mortgages more broadly. [Emphasis added]
>
> Source: The Department of the Treasury and U.S. Department of Housing and Urban Development, *Reforming American's Housing Finance Market: A Report to Congress*, February 2011, pages 4, 19 and 20

FHA is changing the underwriting guidelines by increasing down payment standards, upfront mortgage insurance premiums (MIP - (which can be financed) and the monthly MIP. Starting in April 2013, the Federal Housing Administration is increasing the upfront and annual mortgage insurance premiums for FHA-insured loans. From a recent FHA press release:

> As part of ongoing efforts to encourage the return of private capital in the residential mortgage market and strengthen the Federal Housing Administration's (FHA) Mutual Mortgage Insurance Fund, Acting FHA Commissioner Carol Galante today announced a new premium structure for FHA-insured single family mortgage loans. FHA will increase its annual mortgage insurance premium (MIP) by 0.10 percent for loans under $625,500 and by 0.35 percent for loans above that amount. Upfront premiums (UFMIP) will also increase by 0.75 percent.

Two types of mortgage insurance are required on the majority of FHA-insured loans:

- Upfront mortgage insurance, or UFMIP, which is paid once at loan closing. FHA allows this premium to be financed into the loan.
- Mortgage insurance premium, or MIP, which is paid in equal installments are part of the mortgage payment.

On a $200,000 FHA-insured loan, the UFMIP premium will increase from the current rate of 1% of the loan amount, or $2,000, to 1.75% of the loan amount, or $3,500. The MIP will increase from 1.15% of the loan amount to 1.25%, which increases the monthly MIP payment from $191.66 to $208.66.

6. Loan Denial Rates

1) Loan Denial Rates by Type of Financing: In 2011, conventional loan applications (481) comprised 22% of all loan applications (2,199). Of the 481 applications, 20.6% were denied, which is slightly higher than Riverside County denial rate of 17.3%.

In 2011, FHA/VA loan applications (1,718) comprised 78% of all loan applications (2,199). Of the 1,718 applications, 16.5% were denied, which is slightly higher than Riverside County denial rate of 15.8%.

For more details, refer to Tables 1 and 2 in Attachment A

2) *Loan Denial Rates by Race and Ethnicity* In 2011, the White applicants had the lowest conventional loan denial rate and the Black applicants had the highest denial rate, as follows:

Black applicants	31.1%
Other applicants	22.8%
Asian applicants	20.6%
Hispanic applicants	20.2%

White applicants	17.5%

For more details and the data for 2009 and 2010, refer to Table 3 in Attachment A.
Between 2009 and 2011, the Hispanic loan denial rate decreased, while the Black loan denial rate increased.

In 2011, the White applicants had the lowest FHA/VA denial rate and the Asian applicants had the highest denial rate, as follows:

Asian applicants	24.0%
Black applicants	20.3%
Other applicants	16.4%
Hispanic applicants	16.3%
White applicants	13.9%

Between 2009 and 2011, the Hispanic loan denial rate decreased, while the Asian loan denial rate increased.

For more details and the data for 2009 and 2010, refer to Table 4 in Attachment A.

3) Loan Denial Rates by Race, Ethnicity and Income: Of the 481, conventional loan applications, 223 were made by applicants having annual incomes in the range of $25,000 to $49,999. In this income group, Asian's had the lowest loan denial rate and Hispanic and Black applicants experienced loan denial rates less than the White applicants.

Of the 481, conventional loan applications, 120 were made by applicants having annual incomes in the range of $50,000 to $74,999. In this income group, White applicants had the lowest loan denial rate (2.9%) while Black applicants experienced highest loan denial rate (28.6%) The Hispanic and Asian loan applicants experienced loan denial rates of about 14%.

Of the 1,718 FHA/VA loan applications, 862 were made by applicants having annual incomes in the range of $25,000 to $49,999.The Asian loan denial rate was considerably higher than those experienced by the other population groups.

Of the 1,718 FHA/VA loan applications, 471 were made by applicants having annual incomes in the range of $50,000 to $74,999. The Asian loan denial rate was considerably higher than that experienced by the other population groups. Within this income group, the Asian loan denial rate again was higher than those of the other population groups.

For more details, refer to Tables 5 and 6 in Attachment A.

4) Loan Denial Rates by Census Tract, Percent Low Income and Percent Minority: Five census tracts had highest loan denial rates which ranged between 28.0% and 36.4%. Census tracts with high percentages of low income population did not necessarily have the highest denial rates. Three of the five census tracts had a low income percentage less than the citywide average of 39.3%.

As noted above, five census tracts had highest loan denial rates which ranged between 28.0% and 36.4%. Census tracts with high percentages of minority populations did not necessarily have the highest denial rates. Two of the five census tracts had a minority population percentage less than the citywide average of 67.8%.

For more details, refer to Tables 7 and 8 in Attachment A.

5) *Loan Denial Rates by Lender*: In 2011, major lenders were defined as those receiving 100 or more loan applications. Six major lenders received almost 900 loan applications which represented almost 41% of all loan applications. Bank of America had the highest loan denial rate at 31% compared to Wells Fargo which had the second highest loan denial rate at 15.4% All other major lenders had loan denial rates of 7% or less.

For most major lenders, the number of loan applications received per census tract is small. However, Bank of America denied 44% of the 25 loan applications in one census tract and 24.4% of the 25 loan applications in another census tract. Wells Fargo denies 22.2% of the 63 loan applications made on one census tract.

For more details, refer to Tables 9 and 10 in Attachment A.

7. Reasons for Loan Denials

Loans can be denied for a number of reasons. HMDA requires lenders to list one or more reasons for a loan denial. Most loans are denied for "other" reasons. Between 2009 and 2011, 21.4% of the conventional loan applications were denied because of "debt-to-income ratio" and 14.1% due to "collateral." During the same three-year period, 24.6% of FHA/VA loan applications were denied because of 'debt-to-income ratio" and 15.2% due to "credit history."

According to the 2011 HMDA Reporting Guide, the reasons are defined as follows:

Debt-to-income ratio: income insufficient for amount of credit requested and excessive obligations in relation to income.

Credit history: insufficient number of credit references provided; unacceptable types of credit references provided; no credit file; limited credit experience; poor credit experience with lender; delinquent past or present credit obligations with others; garnishment, attachment, foreclosure, repossession, collection action, or judgment; and bankruptcy.

Collateral: value or type of collateral insufficient.

Other: length of residency; temporary residence; and other reasons.

For more details, refer to Tables 11 and 12 in Attachment A

Impediments:

- **The potential for a high percentage of FHA loans becoming seriously delinquent will disproportionately affect Hispanic home buyers as 70% bought their homes with FHA/VA financing.**
- **As the FHA/VA reduces its market share of mortgage credit, fewer minorities will be able to obtain loans to purchase a home.**
- **Disparities exist among the loan denial rates experienced by minority loan applicants compared to White loan applicants.**
- **Bank of America has a loan denial rate considerably higher than other major lenders.**

Action Plan Recommendations:

- **The City and Fair Housing Council will annually monitor the HMDA data to establish long-term trends in loan denial rates.**
- **The City and Fair Housing Council will maintain an inventory of FHA and low down payment financed homes.**
- **The City and Fair Housing Council will monitor on a regular schedule the notices of default by address made available by the County Recorder's Office or through a subscription service.**
- **The City and Fair Housing Council will match the notices of default by address to the addresses of the low down payment financed homes.**
- **The Fair Housing Council will contact the borrowers in default and inform them of default and foreclosure counseling services available to homeowners at risk of losing their homes.**

H. HOMEOWNER'S INSURANCE

1. Background

Studies have demonstrated that the federal Fair Housing Act (FHA) should be interpreted to include homeowner's insurance. One recent study explained:

> The language of the FHA should be interpreted to include homeowners insurance. Although insurance is not explicitly mentioned in the Act, the broad language of both § 3604 and § 3605 logically covers insurance.
>
> Under § 3604(a), it is unlawful to do anything that makes a dwelling "unavailable." Because insurance is required in order to qualify for a mortgage, and since most people need a mortgage in order to buy a home, discrimination in underwriting decisions or in insurance pricing can make a dwelling unavailable, in contravention of § 3604.
>
> Although it could be argued that "otherwise make unavailable or deny" should only apply to activities similar to the refusal to sell or rent a home, not to all activities that make housing unavailable, this reading is inconsistent with other § 3604 jurisprudence. The Supreme Court has found that the FHA should be read broadly. Courts have readily applied § 3604 to a number of activities beyond the actual sale or rental transaction, such as zoning, the construction of low-income housing, and the provision of Section 8 housing vouchers.
>
> Most courts have agreed that insurance, like zoning, is covered by § 3604.
>
> Source: Dana L. Kaersvang, "The Fair Housing Act and Disparate Impact in Homeowner's Insurance," Michigan Law Review, Vol. 104:1993, August 2006, page 1998

Insurance companies, for the most part, do not agree that the Fair Housing Act can be interpreted to apply to insurance because of the McCarran-Ferguson Act:

> The McCarran-Ferguson Act provides that federal law does not preempt state insurance law unless the federal law 'specifically relates to insurance.' Federal law not specifically relating to insurance should not be interpreted to 'invalidate, impair, or supercede' state

> insurance law. Some argue that, under the McCarran-Ferguson, the FHA cannot be applied to insurance because it does not explicitly mention insurance and would preempt States' determinations of appropriate insurance discrimination regulations.
>
> Source: Dana L. Kaersvang, "The Fair Housing Act and Disparate Impact in Homeowner's Insurance," Michigan Law Review, Vol. 104:1993, August 2006, page 2005

This issue can be thought of as a state by state issue. By way of example, the Supreme Court of Texas ruled on the following question:

> Does Texas law permit an insurance company to price insurance using a credit-scoring factor that has a racially disparate impact that, were it not for the McCarran-Ferguson Act, would violate the federal Fair Housing Act, 42 U.S.C §§ 3601-19, absent a legally sufficient nondiscriminatory reason, or would using such a credit-score factor violate Texas Insurance Code section 544,002(a), 559.051, 559.052, or some other provision of Texas law?
>
> We answer that Texas law prohibits the use of race-based credit scoring, but permits race-neutral credit scoring even if it has a racially disparate impact.

Another study concluded – after a review of the number of homeowner's insurance policies written, canceled, non-renewed and declined - the following as issues pertaining to homeowner's insurance and fair housing:

> The analysis suggests that people with lower incomes face barriers in obtaining and retaining homeowner's insurance. And while there were no indications of any pattern of intentional discrimination or bias against homeowners who live in zip codes of color, the findings suggest that, *in effect,* homeowners in those areas may be disproportionately underserved in their ability to obtain homeowner's insurance. The findings also make clear that determining the role that policies and practices of insurance companies play in blocking access to and retention of homeowner's insurance in low-income zip codes and in zip codes of color warrants further investigation
>
> Source: Legal Services Advocacy Project, St. Paul, MN, *The Effect of Income and Race on the Ability to Obtain and Retain Homeowners Insurance*, October 2000

On November 16, 2011, HUD issued a proposed rule regarding *Implementation of the Fair Housing Act's Discriminatory Effects Standard.* Under this proposed rule, a –

> 'discriminatory effect' occurs where a facially neutral housing practice actually or predictably results in a discriminatory effect on a group of persons (that is, disparate impact), or on the community as a whole (perpetuation of segregation).
>
> Examples of a housing policy or practice that may have a disparate impact on a class of persons delineated by characteristics protected by the Act include ... the provision and pricing of homeowner's insurance....

The proposed rule – it should be noted – has not been finalized. And the proposed rule is not without controversy. For example, the American Bankers Association (ABA) believes that the disparate impact, or 'effects' discrimination doctrine is not supported by the legislation from

which it seeks to draw its authority. The ABA explained its position in a paper prepared by Buckley Sandler LLP – *Disparate Impact Under FHA and ECOA: A Theory Without a Statutory Basis*, July 13, 2012. In short, the ABA's position is that –

> Where a statute like the FHA does not permit disparate impact claims, such claims cannot be authorized by regulation.

It has been argued that:

> If the rule is finalized as proposed, and upheld by the courts, property insurance companies are likely to experience claims of unlawful discrimination under the Fair Housing Act.
>
> ...it is much more likely that insurance practices will be challenged for their 'impact' rather than on the basis that they are motivated by a racial or ethnic animus.
>
> Source: Washington Legal Foundation, Legal Backgrounder, Vol. 27, No. 11, June 8, 2012, authors Paul F. Hancock, Andrew C. Glass, and Roger L. Smerage, *HUD Proposal Would Impose 'Disparate Impact' Regulation on Property Insurance*, pages 1 and 2

2. Availability of Homeowners Insurance

a. CLUE Reports

Homeowners insurance can be made unavailable due to the claims history of a property or of the buyer seeking coverage.

> When faced with a prospective insured, insurance providers use the CLUE database to find out information not only about the customer, but also about the residence to be covered. Often this will cause problems for homeowners who have recently purchased a property. If they assume they will be able to get insurance easily because they always have had coverage and have never made any claims, they may be surprised when they are turned down based on claims made on their new property by the previous owners.
>
> Source: Eric R. Jaworski, Esq. and Jonathan A. Goodman, Esq., Colorado REALTOR News, *CLUE Reports Comprehensive Loss Underwriting Exchange Reports*, page 2

CLUE is a claims-information report generated by LexisNexis®, a consumer-reporting agency. The report generally contains up to seven years of personal-auto and personal-property claims history.

An insurer may request a CLUE report when an application is made for coverage or request is made for a quote. The company uses the applicant's claims history or the history of claims at a specific property, to decide if it'll offer coverage and the premium amount. Insurance company studies show a relationship between past and future claims.

When a home is sold in California, the seller is not obligated to provide the buyer with a CLUE report. According to the California Association of REALTORS (CAR), the standard residential purchase agreement -

> ...simply requires the seller to disclose known material facts and defects including "known insurance claims within the past five years." In other words, if the seller had a fire in the kitchen 2 years ago and made an insurance claim, then the seller must disclose this fact to the buyer. *The C.A.R. purchase contract does not require purchase of a third-party report, such as C.L.U.E.* Sellers may make the disclosures of known insurance claims by using the C.A.R. Standard Form "Supplemental Statutory and Contractual Disclosures" (Form SSD), which allows a seller to disclose his or her awareness of insurance claims via a simple yes/no checkbox format.
>
> A seller must disclose only known insurance claims; C.A.R. purchase agreements *do not require sellers* to discover unknown claims, or *to purchase reports or other third-party information to make this disclosure.* Although sellers may choose to provide and pay for a third-party report to provide this optional third-party information to buyers, *neither the law nor C.A.R.'s purchase agreement require that they do so.* [Emphasis added]

CAR points out, however –

> Given the increased difficulty of obtaining affordable homeowners' insurance in recent years, buyers should obtain quotes as early as possible in the home buying process. In the process of obtaining insurance, the insurance agent or underwriter will most likely be checking the insurance database, as a matter of course, without charge. Buyers should seek insurance quotes during the inspection period so that there will be clear understanding of the cost of the insurance early in the transaction, and so that buyers will have an opportunity to evaluate this fact during the inspection period.

The effect of not being able to obtain homeowners insurance will be felt mostly by minority buyers as they comprise the vast majority of the people who purchase a home in Moreno Valley. It is important to expand the topics covered by homebuyer counseling to include the importance of obtaining CLUE reports from the sellers. Without this information, there is the potential that minority home buyers may be unable to obtain insurance not because of their claims history but that of the home they want to purchase.

b. Underserved Communities

The California Department of Insurance (DOI), Statistical Analysis Division annually prepares a *Commissioner's Report on Underserved Communities.* The Community Service Statement, under California Code of Regulations (CCR) Section 2646.6, has the purpose of addressing the issue of availability and affordability of insurance in "underserved" communities and of promoting anti-discrimination so that all have equal access to insurance coverage in California.

Communities that are considered "underserved" are with no or little insurance protection, according to the Department of Insurance. Absence of or inadequate insurance protection can be detrimental to people's lives. To ensure that all individuals and families, as well as businesses or organizations get the insurance protection they need against the adverse financial consequences of losses, is one of the goals of California Department of Insurance.

The Community Service Statement regulations require the DOI to collect and analyze data from home, personal auto, commercial multiple peril and commercial fire insurers in California, for all zip codes and report on those that are considered as "underserved". The DOI identified 145 "underserved" zip codes. None of Moreno Valley's zip codes are identified as "underserved." The two "underserved" communities located in Riverside County are Coachella and Mecca.

c. California FAIR Plan

If homeowners insurance becomes unavailable, California provides for insurance as a last resort. The California Fair Access to Insurance Requirements ("FAIR") Plan was created by state legislation in July 1968 following the 1960's brush fires and riots. It is an insurance pool established to assure the availability of basic property insurance to people who own insurable property in California and who, beyond their control, have been unable to obtain insurance in the voluntary insurance market.

The FAIR Plan is a private association based in Los Angeles comprised of all insurers licensed to write property insurance in California. All insurers conducting property business in California must be a member of the Association. FAIR Plan profits and losses are shared by its members in direct proportion to their market share of property insurance written in California. There is no public funding, or taxpayers' monies involved. The FAIR Plan is not a state agency.

As noted above, The FAIR Plan issues insurance as a last resort, and should be used only after a diligent effort to obtain coverage in the voluntary market has been made. The FAIR Plan offers limited coverage at higher premiums than available in the voluntary insurance market. The perils insured against include fire, lighting and internal explosion but do not include, for instance, overflow of water or theft and the dwelling replacement cost is optional.

3. Analysis of Homeowner's Insurance Rates

Researchers have demonstrated that insurers employ a wide range of practices which contribute to a pricing differential in insurance for whites compared to minority populations:

- Establishing a maximum age for houses beyond which policies become more expensive or entirely unavailable. Since minorities, on the whole, live in older housing this practice causes a disproportionate impact on such populations.

- Establishing a minimum value threshold below which insurance is unavailable. Since low income minorities live in less expensive housing, this practice generates a disproportionate impact on populations.

- Adjusting premiums in a neighborhood in a way that increases the rates in low income, minority areas. Instead of redlining, proxies for "low income minority area" are used such as crime rates, percentage of owner-occupied housing, number of vacant buildings, responses times of fire and police departments.

Source: Dana L. Kaersvang, "The Fair Housing Act and Disparate Impact in Homeowner's Insurance," Michigan Law Review, Vol. 104:1993, August 2006, page 1996

Homeowners insurance is a package policy consisting of different types of coverage for the house, its contents, additional living expenses, personal liability claims against the policyholder and other members of the household and medical payments to others. The policyholder pays a single premium amount for the combination of these coverages.

Section 12959 of the California Insurance Code requires the commissioner to publish and distribute a comparison of insurance rates report for those lines of insurance which are of most interest to individual purchasers of personal lines of coverage. The Homeowners Premium

Survey is based upon several scenarios, or hypothetical risks, that represent the most common variables applied to homeowners, condominium, renters and earthquake insurance premiums quoted today.

Annually, the Statistical Analysis Division (SAD) of the California Department of Insurance conducts a survey of premiums of insurers offering homeowners insurance in California. Due to the great diversity of homes, limits, locations and coverages available, it is impossible to publish a comparison for every risk. Therefore, companies are asked to supply their annual premium, based on rates for new business, for specific hypothetical risks located in various zip codes throughout the state. Zip codes are selected from various regions within the state, based on census home density data. Hypothetical examples are developed in order to provide premiums for a wide variety of risk types.

The California Department of Insurance 2012 Homeowners Premium Survey was consulted to estimate insurance rates in Moreno Valley and, for comparison purposes, the seven nearest cities and zip codes for which data are available. The data on premiums is usually published by city; however, for Corona and Riverside the premiums were listed by zip code.

Annual premiums were determined for the eight largest insurers based on "exposures," which are defined as –

> In general, an exposure is defined as the risk or loss potential an insurance company assumes from its policyholder in exchange for premium. However, it is important to note that there can be multiple exposures under one policy. For example, an insurer may cover several vehicles, or exposures, under one automobile policy.
>
> This report studied exposures on an **Earned** basis. Earned exposure is defined as a condition where the exposure is recognized by the insurance company after time has passed and the insurance company has delivered the services promised under the insurance policy.

Table C-17 shows the annual premiums of California's eight largest insurers for single-family homes 16 to 25 years of age with $200,000 of coverage and which are located in Moreno Valley and three other cities and four zip codes. As previously explained, the seven locations are those located in closest proximity to Moreno Valley and for which premium data are available.

Table C-18 shows the Homeowners Insurance Premium Cost Index. The index was developed for this AI as a means of comparing the cost to insure homes located in the eight locations. The Index is the average rank of the premiums of the eight largest insurance providers. The lower the value of the index, the higher is the cost of insurance. The premiums of each insurance provider were ranked from 1 to 8 with 1 representing the highest cost premium and 8 the lowest cost premium. State Farm, for instance, has its highest cost premium in Perris and its fifth highest in Moreno Valley and Hemet. Mid Century Insurance has its highest cost premium in Hemet and the lowest premium in Moreno Valley. Among the eight companies –

- 2 had their highest premium in Moreno Valley (2 X 1 = 2)
- 2 had their second highest premium in Moreno Valley (2 X 2 = 4)
- 1 had their third highest premium in Moreno Valley (1 X 3 = 3)
- 1 had their fourth highest premium in Moreno Valley (1 x 4 = 4)
- 1 had their fifth highest premium in Moreno Valley (1 x 5 = 5)
- 1 had their eighth highest premium in Moreno Valley (1 x 8 = 8)

Table C-17
Survey of 8 Largest[1] (By Exposure) Residential Insurers
By City and Percent Minority – May 1, 2012

City	Percent Minority	State Farm	Fire Insurance Exchange	Mid Century Insurance Co.	Insurance Exchange of the Automobile Club	Mercury Casualty Company	Amco Insurance Co.	Safco Insurance Company of America	United Services Automobile Association
Moreno Valley	81.1%	$1,227	$843	$1,027	$599	$466	$677	$689	$589
Banning	56.6%	$1,114	$843	$1,301	$560	$474	$677	$760	$571
Corona-92879	61.9%	$1,255	$843	$1,124	$598	$607	$677	$760	$550
Corona-92882	61.9%	$1,385	$843	$1,201	$555	$607	$677	$760	$550
Hemet	48.2%	$1,227	$854	$1,433	$552	$386	$637	$540	$571
Perris	89.0%	$1,454	$843	$1,225	$569	$589	$677	$703	$571
Riverside-92503	66.0%	$1,318	$843	$1,147	$607	$474	$677	$760	$550
Riverside-92506	66.0%	$1,114	$843	$1,204	$596	$474	$677	$760	$550

[1]Allstate and AAA Northern CA NV UT Insurance Exchange are among the 10 largest home insurers. However, premiums are unavailable for these two insurers.

Note: Criteria included a home value of $200,000 and a home age between 16 and 25 years old. Percent minority for Corona and Riverside are for the entire city.

Source: California Department of Insurance Website, 2012 Homeowners Premium Survey. American FactFinder, Census 2010, Summary File 1, Table P9 Hispanic or Latino and Not Hispanic or Latino by Race

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Table C-18
Homeowners Insurance Premium Cost Index[1]

City	Premium Cost Index	Percent Minority	Percent Minority Population Rank
Perris	2.250	89.0%	1
Riverside-92503	2.500	66.0%	3
Corona-92879	2.750	61.9%	4
Corona-92882	2.750	61.9%	4
Banning	2.875	56.6%	5
Riverside-92506	3.000	66.0%	3
Moreno Valley	3.250	81.1%	2
Hemet	3.500	48.2%	6

Source: Table C-17 was used to rank the annual premiums of the eight insurance providers in the eight locations. The ranking methodology is explained in the narrative.

The sum of the ranks is 26 which divided by 8 yields an average rank for Moreno Valley of 3.250. The average rank indicates that homeowners' insurance premiums are the second lowest in Moreno Valley. Hemet is the only city that on average has lower cost premiums than Moreno Valley.

Another AI issue is whether there is a positive correlation between high insurance costs and high minority population percentages. Perris has the highest average insurance costs and the highest minority population percentage of the eight locations. On the other hand, Moreno Valley has the second highest minority population percentage but the second lowest insurance premiums. Hemet is the only city with average insurance costs lower than Moreno Valley. Thus, there appears to be no positive correlation between high insurance costs and high minority population percentages.

Minority buyers seeking homeowners insurance for homes bought in Moreno Valley would not be adversely impacted financially as the City has the second lowest average insurance costs.

Impediments:

As Moreno Valley has the second lowest home owners insurance premiums of the eight cities studied, there are no major impediments. However, without adequate knowledge consumers could pay more than they need to for appropriate insurance coverage.

Action Plan Recommendations:

- **The Fair Housing Council will add "homeowners insurance" and "CLUE Reports" to its homebuyer counseling services.**
- **The Fair Housing Council will provide educational services to home buyers/borrowers so they understand the impact of CLUE Reports and can compare homeowner's premium rates.**

I. BLOCKBUSTING/PANIC SELLING

1. Historical Background

This fair housing impediment was not as prevalent in southern California as it was in the eastern cities. The historical perspective of blockbusting/panic selling is described below:

> "Blockbusting" refers to the efforts of real estate agents and real-estate speculators to trigger the turnover of white-owned property and homes to African Americans. Often characterized as "panic peddling," such practices frequently accompanied the expansion of black areas of residence and the entry of African Americans into neighborhoods previously denied to them. In evidence as early as 1900, blockbusting techniques included the repeated—often incessant—urging of white homeowners in areas adjacent to or near black communities to sell before it became "too late" and their property values diminished. Agents frequently hired African American subagents and other individuals to walk or drive through changing areas soliciting business and otherwise behaving in such a manner as to provoke and exaggerate white fears. Purchasing homes cheaply from nervous white occupants, the panic peddler sold dearly to African Americans who faced painfully limited choices and inflated prices in a discriminatory housing market. Often providing financing and stringent terms to a captive audience, the blockbuster could realize substantial profits.
>
> Source: Encyclopedia of Chicago, *Blockbusting*, 2007

The Civil Rights Act (Fair Housing Act) of 1968 declared it an illegal practice "for profit, to induce or attempt to induce" sales and rentals "by representations regarding the entry or prospective entry into the neighborhood of [a] person or persons of a particular race, color, religion, etc." (Section 804 [e]).

The 1968 Act, which declared discrimination in residential sales, rentals, or loans illegal, specifically outlawed blockbusting and indirectly barred other discriminatory real estate practices, including steering and redlining. Rigid adherence to residential segregation designed to maintain a racially separated (dual) housing market paradoxically enabled blockbusting to flourish under certain circumstances. Typically, blockbusters preyed upon the racial prejudices and fears of white residents in segregated neighborhoods by selling or renting to African Americans – or even by spreading rumors of black settlement – to panic property owners unwilling to accept residential integration. ...

2. California Law

Under California law, blockbusting and panic selling occur when a real estate licensee claims that an impending change in the demographic composition of a neighborhood will cause property values to fall, crime to increase or schools to decline in quality. Section 10177(l)(1) of the Business and Professions Code states that the Real Estate Commissioner may revoke or suspend the license of a real estate licensee if he/she has done the following:

> Solicited or induced the sale, lease, or listing for sale or lease of residential property on the ground, wholly or in part, of loss of value, increase in crime, or decline of the quality of the schools due to the present or prospective entry into the neighborhood of a person or persons having a characteristic listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those characteristics are defined in Sections 12926 and 12926.1,

subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code.

Government Code Section 12955 states it shall be unlawful:

(a) For the owner of any housing accommodation to discriminate against or harass any person because of the race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, or disability of that person.

(d) For any person subject to the provisions of Section 51 of the Civil Code, as that Section applies to housing accommodations, to discriminate against any person on the basis of sex, sexual orientation, color, race, religion, ancestry, national origin, familial status, marital status, disability, source of income, or on any other basis prohibited by that section.

3. Blockbusting in Moreno Valley

Data on housing discrimination complaints based on claims of blockbusting and/or panic selling are not routinely collected by HUD, DFEH, Fair Housing Council or the City. The California Department of Real Estate website was researched to obtain data on violations of Business and Professions Code 10177(l)(1). The DRE reported that violations cannot be filtered by this code. The City then contacted Thomas Poole of the DRE on January 11, 2013 who indicated there has been "no disciplinary action against a real estate licensee because of violation of 10177(l)(1)." Thus, in Moreno Valley blockbusting/panic selling is not an impediment.

J. PROPERTY MANAGEMENT

Property management policies and practices are of keen importance to Moreno Valley residents. The vast majority of the 18,199 renter households reside in apartment communities. For the AI, a survey was conducted of the resident managers of market rate and rent-restricted apartments. The purpose of the survey was to find out if policies and practices adhere to fair housing laws.

1. Occupancy Limits

Occupancy limits refer to the number of persons who can occupy an apartment unit. Often, strict occupancy limits have the intent of excluding families with children from renting an apartment. HUD has indicated that Congress did not intend to provide for a national occupancy standard. HUD explains that:

> The Department believes that in appropriate circumstances, owners and managers may develop and implement reasonable occupancy requirements based on factors such as the number and size of sleeping areas or bedrooms and the overall size of the dwelling unit. In this regard, it must be noted that, in connection with a complaint alleging discrimination on the basis of familial status, the Department will carefully examine any such nongovernmental restriction to determine whether it operates unreasonably to limit or exclude families with children.

Further, HUD believed that the occupancy standard it had set for HUD assisted housing (generally two persons per bedroom) would not be an appropriate basis for guiding private housing providers because –

> These guidelines are designed to apply to the types and sizes of dwellings in HUD programs and they may not be reasonable for dwellings with more available space and other dwelling configurations than those found in HUD-assisted housing.
>
> Source: 54 FR 3232 – Implementation of the Fair Housing Amendments Act of 1988, Subpart A, Section 110.10 Exemptions, January 23, 1989,

The general rule-of-thumb for an occupancy limit is two persons per room plus one additional person. For example, the occupancy limit would be three persons in a one-bedroom unit and five persons on a two bedroom unit.

When asked if they had an occupancy limit, 14 of the 14 market rate resident managers responded to this question – 13 said yes and one said no. When asked to give examples, none were inconsistent with the 2 + 1 standard.

Six of the eight affordable housing resident managers responded to the question – all six said yes. When asked to give examples, none of the six examples were inconsistent with the 2 + 1 standard.

2. Service and Companion Animals

Under Federal and State fair housing laws, individuals with disabilities may ask their housing provider to make reasonable accommodations in the "no pets" policy to allow for their use of a service and/or companion animal. The housing provider may ask the disabled applicant/tenant to provide verification of the need for the animal from a qualified professional. Once that need is verified, the housing provider must generally allow the accommodation.

One of the three regulations issued by HUD applies to all housing. The second and third sets of regulations implement legislation designed to recognize the importance of animals in the lives of the elderly, disabled and persons living in subsidized housing. 24 CFR 100.204(b)(1) provides an example that applies to all housing providers and concerns a guide dog:

> A blind applicant for rental housing wants to live in a dwelling unit with a seeing-eye dog. The building has a *no pets policy*. It is a violation of Section 100.204 for the owner or manager of the apartment complex to refuse to permit the applicant to live in the apartment with a seeing-eye dog because, without the seeing-eye dog, the blind person will not have an equal opportunity to use and enjoy a dwelling.

The principle is broader than just guide dogs and applies to all service dogs.

Another example is given below:

> A housing provider has a "no pets" policy. A tenant who is deaf requests that the provider allow him to keep a dog in his unit as a reasonable accommodation. The tenant explains that the dog is an assistance animal that will alert him to several sounds, including knocks at the door, sounding of the smoke detector, the telephone ringing, and cars coming into the driveway. The housing provider must make an exception to its "no pets" policy to accommodate this tenant.

> Source: U.S. Department of Justice, Civil Rights Division and U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, *Joint Statement on Reasonable Accommodations Under the Fair Housing Act*, May 17, 2004, pages 6-7

When asked about allowing service animals, of 14 of the market rate resident managers 12 said yes, one said no, and one said "not pet friendly." Among the affordable housing resident managers, four said yes, one said yes with exceptions and three did not respond.

When asked about companion animals, the market rate resident managers' responses were:

- 9 said yes
- 2 said yes with doctor's prescription
- 1 said yes with certificate
- 1 said no
- 1 said not pet friendly

The responses of the affordable housing managers were:

- 4 said yes
- 1 said yes with exceptions
- 3 did not respond

3. Housing Unit Modifications

According to HUD:

> A reasonable modification is a structural change made to existing premises, occupied or to be occupied by a person with a disability, in order to afford such person full enjoyment of the premises..
>
> Source: U.S. Department of Justice, Civil Rights Division and U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, *Joint Statement on Reasonable Modifications Under the Fair Housing Act*, March 5, 2008, page 3

When asked about allowing disabled tenants to make modifications to their unit, the market rate resident managers' responses were:

- 12 said yes in one way or another (but most do not seem to have a "written policy")
- 1 doesn't know
- 1 didn't answer

The affordable housing managers' answers were:

- 2 said yes
- 1 said yes, reasonable accommodations, to be made by apt. owner
- 1 said yes, depending what type
- 1 said no
- 3 did not respond

4. Knowledge of Fair Housing Laws

Market rate and rent restricted resident managers were asked about their knowledge of fair housing laws. The market rate resident managers stated:

- 9 said very familiar
- 5 said somewhat familiar

The affordable housing resident managers' responded:

- 4 said very familiar
- 2 said somewhat familiar
- 2 did not respond to the survey

5. Property Management Industry

Fair housing is of keen interest to the property management industry because violations of the law can be costly. To obtain ideas on the perspectives of the property management industry, a review was completed of the *Apartment Management Magazine* and an interview was conducted with the executive director of an apartment association.

In 2012, fair housing articles were published in seven of the 12 monthly issues of the *Apartment Management Magazine.* The articles, for the most part, provide information on fair housing laws and render advice such as the following:

- Support fair housing
- Landlords should spell out their pet policy clearly in the lease or rental agreement
- Owners can't refuse to rent to a resident who requires a service or companion animal
- Encourage people working in the industry to complete fair housing training
- Do not attempt to pre-screen applicants over the phone
- You never know if the person on the other end of the line is really a prospect or a fair housing imposter trying to trick you into a violation of fair housing law
- Know fair housing rules
- The owner and his/her site manager or property manager should develop fair housing selection criteria/policies consistently to meet fair housing laws
- Make sure your occupancy limit is not too restrictive that could be interpreted as a pretext for discriminating against families with children
- Summary of federal laws managers must be aware of (Fair Housing Act, Americans with Disabilities Act)
- Legal questions and answers on subjects as familial status discrimination, steering and retaliation
- That registered sex offenders are not members of a 'protected class'

The July 2012 issue of *Apartment Management Magazine* published "The Fair Housing Act Turns 46" which was prepared by the National Multi Housing Commission. That article contained information on the following:

- Fair Housing Act Overview (differential treatment, protected classes, accessibility)
- Non-Traditional Fair Housing Act Discrimination (source of income discrimination, Violence Against Women Act [VAWA], linguistic profiling)
- HUD and DOJ enforcement

On January 16, 2013 an interview of Karen Fricke was conducted. Ms. Fricke is currently the Executive Director of the Apartment Association of San Bernardino County. Previously she had been the Executive Director of the Apartment Association of the Greater Inland Empire.

During the interview Ms. Fricke made the following observations:

- Fair housing organizations are spending considerable efforts on the foreclosure issue
- Addressing the accessibility requirements is not a major problem for apartment owners
- No new or emerging fair housing issues from the viewpoint of apartment associations
- Ideas for possible actions to include in the fair housing study:
  - ✓ Have the City encourage the efforts of Ms. Fricke to have a fair housing Q & A published quarterly or semi-annually in local newspapers
  - ✓ Have the City schedule a workshop between fair housing counselors and on-site property managers to develop a common understanding of the information that should be conveyed to tenants calling the Fair Housing Council.

The Q & A is a question and answer format where questions of on-site property managers are answered. The Q & A is published in several foothill community newspapers and the focus is on landlord-tenant questions. The suggestion is that every quarter or twice a year the Q & A focus on fair housing questions.

Impediments:

Property management practices pertaining to occupancy limits; service and companion animals; and reasonable accommodations and modifications can pose impediments to fair housing choice.

Action Plan Recommendations:

- **The Fair Housing Council will update the list of the names and e-mail addresses of the resident apartment managers.**
- **The City and Fair Housing Council will arrange an "informational session" between the fair housing counselors and resident managers to exchange insights on a variety of fair housing issues.**
- **The City and Fair Housing Council will continue to inform resident managers by transmitting information to their e-mail and/or physical addresses.**
- **Every quarter or semi-annually the Q & A prepared by Apartment Association of San Bernardino County should focus on fair housing questions and answers.**

K. REASONABLE MODIFICATIONS AND ACCOMMODATIONS

1. Background

It is unlawful to refuse to make reasonable modifications or accommodations for disabled persons. Section 804 (3) of the 1968 Fair Housing Act states that discrimination includes--

> (A) a refusal to permit, at the expense of the handicapped person, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises,

except that, in the case of a rental, the landlord may where it is reasonable to do so condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted.

(B) a refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

HUD and the Federal Department of Justice provide the following explanation and examples of reasonable modifications:

A reasonable modification is a structural change made to existing premises, occupied or to be occupied by a person with a disability, in order to afford such person full enjoyment of the premises. Reasonable modifications can include structural changes to interiors and exteriors of dwellings and to common and public use areas. A request for a reasonable modification may be made at any time during the tenancy. The Act makes it unlawful for a housing provider or homeowners' association to refuse to allow a reasonable modification to the premises when such a modification may be necessary to afford persons with disabilities full enjoyment of the premises.

To show that a requested modification may be necessary, there must be an identifiable relationship, or nexus, between the requested modification and the individual's disability. Further, the modification must be "reasonable." Examples of modifications that typically are reasonable include widening doorways to make rooms more accessible for persons in wheelchairs; installing grab bars in bathrooms; lowering kitchen cabinets to a height suitable for persons in wheelchairs; adding a ramp to make a primary entrance accessible for persons in wheelchairs; or altering a walkway to provide access to a public or common use area.

Source: U.S. Department of Justice, Civil Rights Division, and U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, *Joint Statement of the Department of Housing and Urban Development and the Department of Justice, Reasonable Modifications Under the Fair Housing Act*, March 5, 2008, page 3

The DOJ and HUD state that:

The Act does not require that a housing provider adopt any formal procedures for reasonable accommodation requests. However, *having formal procedures may aid individuals with disabilities in making requests* for reasonable accommodations and *may aid housing providers in assessing those requests* so that there are no misunderstandings as to the nature of the request, and, in the event of later disputes, provide records to show that the requests received proper consideration.

A provider may not refuse a request, however, because the individual making the request did not follow any formal procedures that the provider has adopted. If a provider adopts formal procedures for processing reasonable accommodation requests, the provider should ensure that the procedures, including any forms used, do not seek information that is not necessary to evaluate if a reasonable accommodation may be needed to afford a person with a disability equal opportunity to use and enjoy a dwelling. [Emphasis added]

Source: U.S. Department of Justice, Civil Rights Division, and U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, *Joint Statement of the Department of Housing and Urban Development and the Department of Justice, Reasonable Accommodations Under the Fair Housing Act*, May 17, 2004, pages 10-11.

2. Discriminatory Practices

In California about 28% of all housing discrimination complaints are made on the bases of a disability. In the State, 17% of the alleged acts relate to denied reasonable modification or accommodation. The Fair Housing Council reports that In Moreno Valley 47% of all housing discrimination complaints were made on the bases of a disability (FY 2007/2008 to FY 2011-2012). Often the alleged act that prompts the compliant is a refusal to allow either a reasonable modification or reasonable accommodation.

Impediment:

A fair housing impediment is the practice of apartment managers to refuse disabled renters either a reasonable modification or reasonable accommodation.

Action Plan Recommendations:

- **The City and Fair Housing Council will continue outreach to resident apartment managers through training sessions, workshops, correspondence and other means.**
- **The City and Fair Housing Council will transmit to the resident apartment managers a model written policy regarding reasonable accommodations and modifications.**
- **As new information becomes available, the City and Fair Housing Council will transmit it the resident apartment managers' e-mail and/or physical addresses.**

L. DISCRIMNATORY ADVERTISING

1. Background

Section 804 (c) of the 1968 Fair Housing Act prohibits discriminatory advertising; it is unlawful:

> To make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, or an intention to make any such preference, limitation, or discrimination.

Section 12955(c) of the California Fair Employment and Housing Act contains similar language prohibiting discriminatory advertising. That Section, however, also includes the State's additionally protected classes of sexual orientation, marital status, ancestry, and source of income.

Under California law, a real estate licensee may not run any kind of advertisement concerning the sale, rental or financing of real property that indicates any preference, limitation or discrimination because of race, color, sex, religion, ancestry, physical handicap, marital status or national origin (10 Cal. Code Regs. § 2780).

The National Association of REALTORS (NAR) Code of Ethics Standard of Practice 10-3 states:

> REALTORS® shall not print, display or circulate any statement or advertisement with respect to the selling or renting of a property that indicates any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin.

These rules apply to every and any type of advertising that real estate licensees decide to use, including, but not limited to, flyers, postcards, newspapers, magazines, "For Sale" signs, billboards, business cards, e-mails, faxes, radio, television.

The process for documenting discriminatory advertising involved the following:

- A comparison of the words and phrases used published ads to the discriminatory examples provided by:
  - ✓ California Association of Realtors (CAR), *Advertising*, December 12, 2012 (revised)
  - ✓ California Newspaper Publishers Association, *Fair Housing Advertising Training Manual*, Fourth Edition, January 2001. 33 pages
  - ✓ HUD (24 CFR 109.20, 24 CFR 109.25, Roberta Achtenberg, Advertisements Under 804(c) of the Fair Housing Act – January 9, 1995)
  - ✓ Southern California Multiple Listing Service, *Fair Housing and MLS*, September 29, 2000, 11 pages
- Denoting those words or phrases that could indicate a preference, limitation, or discrimination

The most basic rule for avoiding discriminatory words and phrases is:

> Limit the advertisement to a physical description of the property – describe the place, not the people.
>
> Source: Southern California Multiple Listing Service, *Fair Housing and MLS*, September 29, 2000, page 3

2. Analysis of Newspaper/Print Advertising

Ads printed in the Press Enterprise, The Pennysaver and Los Angeles Times were reviewed to identify discriminatory terms and phrases. The process described above was used to identify problematic language.

a. Press Enterprise

The Press Enterprise is a daily newspaper. Ads for rental units were reviewed for the following dates:

- September 23
- October 6th through October 14th
- October 20th and 21st
- October 27th and 28th
- November 3rd
- November 10th and 11th
- November 25th

There was a total for 79 unique ads for rentals in Moreno Valley. Nine ads deviated somewhat from physical descriptions of the property. Five ads stated "Section 8 ok," one ad stated "no pets," one ad mentioned "cred check," and two ads said "across from Senior Citizen Center." Although the latter was not an advertisement for a senior's only complex, it could infer a preference for senior citizen tenant.

When the rental market was tight, many ads were published stating "No Section 8." As vacancies grew, the frequency of ads stating "Section 8 OK" grew. Either statement is not a violation of the California fair housing act because Section 8 is not deemed a source of income. Section 8 rental assistance does not fall within the meaning of source of income. According to the Fair Employment and Housing Act:

> "source of income" means lawful, verifiable income paid directly to a tenant or paid to a representative of a tenant. For the purposes of this section, a landlord is not considered a representative of a tenant."

Thus, Section 8 rental assistance is not considered a source of income for the tenant.

Ads were also reviewed for for-sale homes in Moreno Valley for the following dates:

- November 3rd
- November 10th
- November 11th
- November 25th

There were a total of six unique ads for homes for sale. None of the ads had questionable language.

b. <u>The Pennysaver</u>

Several apartment managers stated that they advertised in the Pennysaver. On November 6, 2012 six apartment ads were published in the Pennysaver. One ad mentioned that Section 8 was OK and one ad was entirely in Spanish. An ad in English for the same complex was not published on that date. Consequently, that complex may prefer a Spanish-speaking tenant and/or one of Hispanic or Latino Origin.

One ad for a unit in a duplex stated NO PETS. Two ads were placed for condos for rent one of which was published entirely in Spanish. Nine ads were place for homes for rent none of which had questionable language.

c. <u>Los Angeles Times</u>

Ads announcing apartments for rent in Moreno Valley are infrequently published.

3. Analysis of On-line Rental Ads

a. Apartment Search Websites

On March 2, 2013, ads published in five on-line apartments search sites were reviewed to determine if they contained any discriminatory words or phrases. The five search sites were:

- Rent.com
- Forrent.com
- Apartments.com
- Apartmentguide.com
- Apartmentfinder.com

Ads were published in one or more of the apartment search sites for 25 market rate apartment communities:

- Asante Villas
- Barcelona Village
- Baywood Villas
- Broadstone Overlook
- Broadstone Rancho Belago
- Capri Apartment Homes
- Heacock Park
- Highland Meadows
- Galleria at Towngate
- Ironwood Villas
- La Pacifica
- Lasselle Place
- Monarch Terrace
- Mountain View-Moreno Valley
- Northwoods Apartments
- Ridgeview Apartment Homes
- Sienna Pointe
- Stonegate at Towngate
- The Mediterranean at Towngate
- The Reserve at Moreno Valley
- The Villas at Towngate
- The Villas at Moreno Valley
- Tuscany Hills
- Verano Terrace
- Vista Springs

With respect to these developments:

- Three of the ads stated "no pets."
- Most ads did explain there were restrictions regarding the maximum number of pets, breed restrictions, weight limits, pet deposits, and monthly pet rent.
- The 13 apartment communities on Rent.Com stated "call for service animal policy," which indicates that they are aware of the need to accommodate service and, perhaps, companion animals.
- One complex stated on two sites Cats Only.

- One ad stated "Deposits may fluctuate based on credit, income, and other qualifying standards."
- One ad stated "Senior Discount!"
- One ad stated LAW ENFORCEMENT DISCOUNTS ALSO AVAILABLE.
- None of the ads stated "no Section 8;" however, one stated "Section 8 welcomed."

The only ad inferring a preference is the one that stated "Senior Discount."

Persons with a disability are one of the classes protected from discrimination in housing. Apartments must allow, under certain conditions, "service animals" and "companion animals". A service animal is one trained to do work or perform tasks for the benefit of a person with a disability. A service animal can be of varying species, breed or size. It might wear specialized equipment such as a backpack, harness, special collar or leash, but this is not a legal requirement. Companion animals, also referred to as assistive or therapeutic animals, can assist individuals with disabilities in their daily living and as with service animals, help disabled persons overcome the limitations of their disabilities and the barriers in their environment. They are typically for individuals with mental disabilities and can assist the person with depression, anxiety or provide emotional support.

Under Federal and State fair housing laws, individuals with disabilities may ask their housing provider to make reasonable accommodations in the "no pets" policy to allow for their use of a companion/service animal. The housing provider may ask the disabled applicant/tenant to provide verification of the need for the animal from a qualified professional. Once that need is verified, the housing provider must generally allow the accommodation.

Some disabled persons are unaware of their fair housing rights and, as a consequence, may not consider as available to them apartments with ads that state "no pets." Therefore, an action to affirmatively further fair housing is to persuade the Riverside Press-Enterprise and on-line advertisers to publish a concise "no pets" notice that indicates rental housing owners must provide reasonable accommodations for "service animals" and "companion animals" for disabled persons.

The City and Fair Housing Council of Riverside County have transmitted a letter to the Press-Enterprise requesting that a notice be published near the for-rent ads indicating that service and companion animals are not considered pets.

b. Craigslist Ads

Craigslist states that all ads must adhere to fair housing law (Section 3604(c) of the Federal Fair Housing Act). Craigslist makes the advertiser aware that "Stating a discriminatory preference in a housing post is illegal." At the top of each ad links to file complaints and to fair housing information are provided.

On October 24, 2012 a review was made of rental ads for properties located in Moreno Valley on the message board website Craigslist. There were a total of 92 ads that were placed between October 10th and October 24th that had "Moreno Valley" in the subject line. Of the 92 ads, 20 were for large complexes, and of those, 16 were repeated. An additional 13 other ads were repeated during the same time period. Therefore, only about the half were unique ads. A summary of the questionable language is given below:

- Two ads stated "no pets," one stated pet fee and four stated pet restrictions.

- Two ads inferred a preference for families.
- Two discriminated on the basis of marital status as married couples were charged a higher fee than one person households.
- One ad inferred a preference for seniors (Discount for Seniors).
- Two ads stated Section 8 in the headline and one stated "No Section 8."

c. Internet Illegal Housing Advertising

The National Fair Housing Alliance (NFHA) completed a study in 2009 of discriminatory ads placed by housing providers on various websites. According to the NFHA study, Craigslist, the source of the overwhelming majority of housing advertising in today's market, and other Internet sites provide a convenient forum for illegal housing discrimination. Under current court decisions, these websites are not considered to be publishers and thus can neither be held liable under the Fair Housing Act nor be required to screen out illegal housing advertisements. Only the individual landlords who create and post discriminatory ads online can be held responsible.

The Communications Decency Act (CDA) is Title V of the Telecommunications Act of 1996 and was intended to protect families from online pornography and other forms of indecency. It states that operators of Internet services are not to be construed as publishers, and thus are not legally liable for the words of third parties who use their services. The CDA makes exceptions to this rule as it relates to federal criminal statutes and intellectual property law, but does not make explicit exceptions for civil rights laws like the Fair Housing Act.

Private fair housing organizations, according to the NFHA study, have brought two lawsuits against online housing advertisers for publishing discriminatory housing advertisements. In each instance, the Court accepted the website's argument that the CDA protected it from liability under the Fair Housing Act to the extent that users provided content.

In reaching these decisions, the Courts relied upon Section 230(c) of the CDA to find that operators of interactive websites are not to be construed as "publishers" of the words posted by users of their websites. This section, entitled Protection for 'Good Samaritan' Blocking and Screening of Offensive Material, "aim[s] to protect interactive computer service providers 'who take (steps to screen indecent) and offensive material for their customers.'" Ironically, in refusing to take responsibility for discriminatory advertisements, these websites have screened nothing, opting instead to facilitate widespread distribution of discriminatory ads.

The NFHA states that the most effective way to stop discrimination in online housing ads is to hold all housing advertisers and publishers to the same standard. In order to hold accountable websites advertising housing, just as newspapers are currently held accountable, the Communications Decency Act of 1996 should be amended, according to the NFHA. Specifically, Section 230(c)(1) is the section of the CDA that provides immunity to websites for third party content. 47 U.S.C. § 230(c)(1) currently reads:

> TREATMENT OF PUBLISHER OR SPEAKER- No provider or user of an interactive computer service shall be treated as the publisher or speaker of any information provided by another information content provider.

The NFHA recommends that this section of the CDA should be amended to accommodate the requirements of the Fair Housing Act. An exemption could be made specifically for Fair Housing Act claims and amend 47 U.S.C. § 230(c)(1) as follows:

> "No provider or user of an interactive computer service shall be treated as the publisher or speaker of any information provided by another information content provider, except for notices, statements, or advertisements with respect to the sale, rental, financing or insuring, or any other service of a dwelling that violate the Fair Housing Act, 42 U.S.C. § 3601 et seq."

However, it is doubtful that the CDA will be amended in the near future given the conclusions reached in the most recent court case that considered this subject. 519 F.3rdd666 (7th Cir. 2008) is a decision affirming a lower court ruling that Section 230 of the Communications Decency Act provides immunity to Internet service providers that "publish" classified ads that violate the Fair Housing Act. The conclusion of the decision by the United States Court of Appeals, Seventh Circuit – issued February 15, 2008 – states:

> Using the remarkably candid postings on craigslist, the Lawyers' Committee can identify many targets to investigate. It can dispatch testers and collect damages from any landlord or owner who engages in discrimination. It can assemble a list of names to send to the Attorney General for prosecution. But given Section 230(c)(1) it cannot sue the messenger just because the message reveals a third party's plan to engage in unlawful discrimination.

It has been suggested, however, that while internet websites such as craigslist are not legally required to review *each* ad before it is posted for problematic language, it could filter ads. For example, one study pointed out:

> Website operators could employ filtering software that searches for hot button words like "minorities," "kids," and "Christian" and automatically embargoes ads that contain those words until they can be reviewed further. Similarly, a relatively simple program could cause a "warning" message to pop up if a user attempts to submit an ad containing potentially problematic language. This would give the user the opportunity to remove the language. If the user chooses to leave the language, the ad would be filtered for individualized review. Using such techniques would relieve website operators of the burden of reviewing every single ad posted to the site. Instead, they would only have to arrange for a staff person to review the ads that are filtered. Ads that contain suspect words but which turn out to be harmless could be cleared for posting after a brief review.
>
> Rigel C. Oliveri, Associate Professor of Law, University of Missouri, *Discriminatory Housing Advertising On-Line: Lessons from Craigslist*, Indiana Law Review, Volume 43: 1125, 2010, page 1176

4. Fair Housing Notices

Newspapers often publish a fair housing notice near the beginning of the classified for rent ads. The Los Angeles Times publishes the following notice in the classified section pertaining to for-sale and for-rent ads:

> **Live Free From Discrimination**
>
> Federal and state fair housing laws make it illegal to indicate any preference, limitation, or discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, or physical or mental disability. California Dept. of Employment & Housing 800-884-1684

In the Press-Enterprise classified section there is a fair housing notice stating:

> All real estate advertised herein is subject to the Federal Fair Housing Act, which makes it illegal to advertise any preference, limitation, or discrimination because of race, color, religion, sex, handicap, familial status, or national origin, or intention to make any such preference, limitation or discrimination. The Press-Enterprise will not knowingly accept any advertisements for real estate that is in violation of the law. All persons are hereby informed that all dwellings advertised are available on an equal opportunity basis.

The Apartment Finder print ads in the table of contents page contains the Equal Housing Opportunity logo along with the following notice:

> All real estate advertised herein is subject to the Federal Fair Housing Act which makes it illegal to advertise any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, or intention to make any such preference, limitation, or discrimination. We will not knowingly accept any advertising for real estate which is in violation of the law. All persons are hereby informed that all dwellings advertised are available on an equal opportunity basis.

Craigslist states that all ads must adhere to fair housing law (Section 3604(c) of the Federal Fair Housing Act). Craigslist makes the advertiser aware that "Stating a discriminatory preference in a housing post is illegal." At the top of each ad links to file complaints and to fair housing information are provided.

Impediments:

Ads containing discriminatory words or phrases are infrequently published. However, ads with discriminatory words or phrases may be published in the future. Additionally, ads stating "no pets" may discourage disabled persons from applying for the apartment housing advertised in print and on-line publications.

Action Plan Recommendations:

- **The City and Fair Housing Council of Riverside County, Inc. will continue to work with the Press-Enterprise to amend its fair housing notice with regard to the following:**
  - ✓ **Fair housing notice be placed closer to the for rent ads**
  - ✓ **Indicate the protected classes under the provisions of both the Federal and State laws**
  - ✓ **Explain that service and companion animals are not pets**
  - ✓ **Include the phone number of the Fair Housing Council of Riverside County, Inc.**
- **The Fair Housing Council will semi-annually review ads published in newspapers, on-line apartment search sites, and craigslist. When discriminatory words or phrases are found, the Council will notify the entities placing the ads of the need to remove those words and phrases.**

M. HATE CRIMES

1. Background

According to HUD, the AI should analyze *housing* related hate crimes; that is; when an event takes place at a residence, home or driveway. When hate crimes occur at a home, the victims can feel unwelcome and threatened. The victims may feel that they have no choice other than to move from the dwelling and neighborhood of their choice. This was recently the case when in December 2012 when a Black family moved from Yorba Linda in Orange County to Corona in Riverside County. It is under these circumstances that hate crimes create an impediment to fair housing choice.

Hate crime means –

> "a criminal act committed, in whole or in part, because of one or more of the following actual or perceived characteristics of the victim: (1) disability, (2) gender, (3) nationality, (4) race or ethnicity, (5) religion, (6) sexual orientation, (7) association with a person or group with one or more of these actual or perceived characteristics." [Source: California Penal Code section 422.55]

According to the California Department of Justice (DOJ), *hate crimes are not separate distinct crimes but rather traditional offenses motivated by the offender's bias.* A bias is –

> A preformed negative opinion or attitude toward a group of persons based on their race, ethnicity, national origin, religion, gender, sexual orientation and/or physical/mental disability.

Police and Sheriff Department's report hate crime events to the DOJ which are -

> An occurrence when a hate crime is involved.

In the DOJ report, the information about the event is a crime report or source document that meets the criteria for a hate crime. There may be one or more suspects involved, one or more victims targeted, and one or more offenses involved for each event.

A hate crime victim –

> May be an individual, a business or financial institution, a religious organization, government, or other. For example, if a church or synagogue is vandalized and/or desecrated, the victim would be a religious organization.

2. Hate Crime Data

The DOJ annual statistical report *Hate Crime in California* was reviewed for the 12-year period from 2000 through 2011. During this 12-year, 56 hate crime events were reported by the Moreno Valley Police Department to the DOJ, an average of about four to five per year. Statewide during the 12-year period the most frequent bias motivations were:

- Anti-Black about 33%
- Anti-Gay about 12%
- Anti-Jewish about 11%

- Anti-Hispanic about 9%

The *Hate Crime in California* reports do not provide estimates of the number of events that occur at a residence by jurisdiction. Statewide, the locations of about 30% of the hate crime events occur at a residence/home/driveway.

Given the above data, it is estimated that on average about four to five hate crimes will occur annually in Moreno Valley and that maybe one or two will be happen at a residence/home/driveway.

The International Association of Chiefs of Police has offered the following insights:

> Hate crimes differ from other crimes in their effect on victims and community stability because –
>
> - Hate crimes are often especially brutal or injurious
> - Victim(s) usually feel traumatized and terrified
> - Families of victims often feel frustrated and powerless
> - Others in the community who share the victim's characteristics may feel victimized and vulnerable
> - Hate incidents can escalate and prompt retaliatory action
> - Hate crimes and hate incidents create community unrest

The City's Police Department is the department most closely connected to hate crimes. The International Association of Chiefs of Police has explained that –

> Police officers and investigators have important roles to play in responding to hate incidents and hate crimes. By doing the job efficiently and carefully, police can reinforce the message that hate crimes will be investigated aggressively, thus enhancing the likelihood of a successful prosecution.

The Association has recommended that after taking immediate action, police officers should –

> Refer the victim to support services in the community and provide written resource lists when possible.
>
> Source: International Association of Chiefs of Police, Responding to Hate Crimes: A Police Officer's Guide to Investigation and Prevention, 2013, 9 pages

Hate crimes occur infrequently. When they do occur they can devastate families who believe they must move from the home and neighborhood of their choice. During the five-year period of the AI (2013-2018), about 20 to 25 hate crime events may occur with a home being the location of six to seven. There is a need for a resource directory so victims can be referred to community resources.

Action Plan Recommendations:

- **The City should prepare a Hate Crime Victims Resource Directory.**
- **When that Directory is deemed to be complete it should be transmitted it to the Police Department to use as a referral resource**

ATTACHMENT A

DETAILED HOME MORTGAGE DISCLOSURE ACT TABLES

Table 1
City of Moreno Valley
Number of Loans and Percent Denied by Type of Loan-2011

Type of Loan	Number of Applications	Number of Applications Denied	Percent Denied
Conventional	481	99	20.6%
FHA/VA	1,718	283	16.5%
Total	2,199	382	17.4%

Source: Federal Financial Institutions Examination Council (FFIEC), Home Mortgage Disclosure Act (HMDA), Loan Application Register System (LARS) 2011.

Table 2
Denial Rates by Type of Loan
City of Moreno Valley and Riverside County-2011

Type of Loan	Moreno Valley	County of Riverside
Conventional	20.6%	17.3%
FHA/VA	16.5%	15.8%
Total	17.4%	16.3%

Source: Federal Financial Institutions Examination Council (FFIEC), Home Mortgage Disclosure Act (HMDA), Loan Application Register System (LARS) 2011.

Table 3
City of Moreno Valley
Number of Conventional Loans and Percent Denied
by Race/Ethnicity: 2009-2011

Race/Ethnicity	2009	2010	2011	Total
White				
Percent Denied	12.7%	19.5%	17.5%	16.6%
Number of Applications	157	164	126	447
Hispanic				
Percent Denied	26.3%	25.5%	20.2%	24.6%
Number of Applications	430	208	198	836
Black				
Percent Denied	11.9%	25.0%	31.1%	22.5%
Number of Applications	42	24	45	111
Asian				
Percent Denied	17.7%	25.7%	18.2%	20.6%
Number of Applications	147	109	55	311
Other/Not Available				
Percent Denied	23.0%%	23.4%	22.8%	22.8%
Number of Applications	80	47	57	184
Percent Denied	21.3%	23.6%	20.6%	21.8%
Total Applications	856	552	481	1,889

Source: Federal Financial Institutions Examination Council (FFIEC), Home Mortgage Disclosure Act (HMDA), Loan Application Register System (LARS) 2009, 2010 AND 2011.

Table 4
City of Moreno Valley
Number of FHA/VA Loans and Percent Denied
by Race/Ethnicity: 2009-2011

Race/Ethnicity	2009	2010	2011	Total
White				
Percent Denied	12.0%	16.2%	13.9%	13.8%
Number of Applications	652	469	345	1,466
Hispanic				
Percent Denied	19.0%	19.5%	16.3%	18.4%
Number of Applications	1,687	1,217	984	3,888
Black				
Percent Denied	23.1%	16.9%	20.3%	20.2%
Number of Applications	247	231	187	665
Asian				
Percent Denied	13.8%%	13.0%	24.0%	15.6%
Number of Applications	116	77	50	243
Other/Not Available				
Percent Denied	17.2%	16.0%	16.4%	16.6%
Number of Applications	221	150	152	523
Percent Denied	17.4%	18.0%	16.5%	17.3%
Total Applications	2,964	2,144	1,718	6,826

Source: Federal Financial Institutions Examination Council (FFIEC), Home Mortgage Disclosure Act (HMDA), Loan Application Register System (LARS) 2009, 2010 and 2011.

Table 5
City of Moreno Valley
***Conventional* Loans: Loan Denial Rates for Owner-Occupant Home Purchases by Race, Ethnicity and Income – 2011**

	Race/Ethnicity											
	White Alone		Hispanic or Latino		Asian		Black		Other and Not Available		Total	
Annual Income	Total Loans	Percent Denied	Total Loans	Percent Denied	Total Loans	Percent Denied	Total Loans	Percent Denied	Total Loans	Percent Denied	Total Loans	Percent Denied
<$25,000	7	28.6%	25	28.0%	5	40.0%	2	50.0%	8	37.5%	47	31.9%
$25,000-$49,999	52	23.1%	109	20.2%	25	12.0%	18	22.2%	19	15.8%	223	19.7%
$50,000-$74,999	34	2.9%	41	14.6%	14	14.3%	14	28.6%	17	17.6%	120	13.3%
$75,000-$99,900	18	22.2%	13	23.1%	4	0.0%	5	60.0%	8	12.5%	48	22.9%
$100,000-$124,999	8	12.5%	4	25.0%	2	50.0%	4	50.0%	2	100.0%	20	35.0%
$125,000-$149,999	4	0.0%	6	16.7%	1	0.0%	1	0.0%	0	0.0%	12	8.3%
$150,000-$174,999	2	100.0%	0	0.0%	1	0.0%	1	0.0%	0	0.0%	4	50.0%
$175,000-$199,999	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
$200,000 plus	0	0.0%	0	0.0%	0	0.0%	0	0.0%	1	0.0%	1	0.0%
Income Not Available	1	0.0%	0	0.0%	3	66.7%	0	0.0%	2	50.0%	6	50.0%
Total	126	17.5%	198	20.2%	55	18.2%	45	31.1%	57	22.8%	481	20.6%

Source: Federal Financial Institutions Examination Council (FFIEC), Home Mortgage Disclosure Act (HMDA), Loan Application Register System (LARS) 2011.

Table 6
City of Moreno Valley
***FHA and VA* Loans: Loan Denial Rates for Owner-Occupant Home Purchases by Race, Ethnicity and Income –2011**

	Race/Ethnicity											
	White Alone		Hispanic or Latino		Asian		Black		Other/Not Available		Total	
Annual Income	Total Loans	Percent Denied	Total Loans	Percent Denied	Total Loans	Percent Denied	Total Loans	Percent Denied	Total Loans	Percent Denied	Total Loans	Percent Denied
<$25,000	15	20.0%	90	24.4%	1	100.0%	3	66.7%	4	0.0%	113	24.8%
$25,000-$49,999	143	14.7%	557	15.1%	18	22.2%	77	15.6%	67	17.9%	862	15.4%
$50,000-$74,999	111	10.8%	237	14.8%	13	38.5%	70	21.4%	40	12.5%	471	15.3%
$75,000-$99,900	45	8.9%	63	12.7%	6	0.0%	23	21.7%	25	24.0%	162	14.2%
$100,000-$124,999	18	16.7%	20	40.0%	8	12.5%	11	27.3%	7	0.0%	64	23.4%
$125,000-$149,999	4	50.0%	8	12.5%	2	50.0%	3	33.3%	4	0.0%	21	23.8%
$150,000-$174,999	2	0.0%	2	50.0%	0	0.0%	0	0.0%	2	50.0%	6	33.3%
$175,000-$199,999	3	33.3%	4	0.0%	0	0.0%	0	0.0%	1	0.0%	8	12.5%
$200,000 plus	0	0.0%	0	0.0%	1	0.0%	0	0.0%	1	0.0%	2	0.0%
Income Not Available	4	50.0%	3	33.3%	1	0.0%	0	0.0%	1	100.0%	9	44.4%
Total	345	13.9%	984	16.3%	50	24.0%	187	20.3%	152	16.4%	1,718	16.5%

Source: Federal Financial Institutions Examination Council (FFIEC), Home Mortgage Disclosure Act (HMDA), Loan Application Register System (LARS) 2011.

Table 7
City of Moreno Valley
Loan Denial Rates by Rank Order of Census Tract
Percent Low Income-2011

Census Tract	Percent Low Income	Total Loan Applications	Total Denied	Percent Denied
425.15	80.5%	19	6	31.6%
425.05	75.1%	12	3	25.0%
425.04	69.9%	11	4	36.4%
425.19	67.7%	8	1	12.5%
424.05	60.3%	18	4	22.2%
425.14	58.9%	21	3	14.3%
425.09	58.3%	38	7	18.4%
425.20	58.3%	39	10	25.6%
425.16	58.1%	25	2	8.0%
425.12	54.9%	19	2	10.5%
425.08	52.1%	43	4	9.3%
425.21	49.6%	49	11	22.5%
425.11	47.1%	39	7	18.0%
424.04	45.1%	28	4	14.3%
425.10	43.8%	41	5	12.2%
424.06	40.8%	47	6	12.8%
425.23	38.8%	19	1	5.3%
426.05	37.1%	599	99	16.5%
425.06	36.5%	64	21	32.8%
424.07	36.4%	39	6	15.4%
425.17	35.3%	39	4	10.3%
426.06	34.8%	153	26	17.0%
425.07	33.8%	58	10	17.2%
425.13	31.2%	35	6	17.1%
424.09	30.9%	49	11	22.5%
425.22	30.4%	75	12	16.0%
422.12	29.3%	65	7	10.8%
425.18	26.6%	24	8	33.3%
424.08	26.1%	33	6	18.2%
424.02	22.3%	50	8	16.0%
426.04	21.5%	142	26	18.3%
424.03	20.5%	56	8	14.3%
422.14	17.6%	56	11	19.6%
424.10	16.9%	54	4	7.4%
424.11	16.1%	22	2	9.1%
424.12	13.8%	93	26	28.0%
424.01	10.1%	17	1	5.9%
Total	39.3%	2,199	382	17.4%

Source: Federal Financial Institutions Examination Council (FFIEC), Home Mortgage Disclosure Act (HMDA), Loan Application Register System (LARS) 2009, 2010 and 2011. Percent low income is based on HUD data that was prepared using the 2000 Census.

Table 8
City of Moreno Valley
Loan Denial Rates by Census Tract, Percent Minority Population (Rank Ordered)-2011

Census Tract	Percent Minority	Total Loan Applications	Total Denied	Percent Denied
425.15	84.9%	19	6	31.6%
425.06	83.4%	64	21	32.8%
425.04	82.8%	11	4	36.4%
425.08	81.0%	43	4	9.3%
425.16	79.5%	25	2	8.0%
425.12	79.3%	19	2	10.5%
425.05	78.8%	12	3	25.0%
425.10	76.3%	41	5	12.2%
425.11	75.3%	39	7	18.0%
424.05	74.4%	18	4	22.2%
425.20	74.0%	39	10	25.6%
425.07	73.5%	58	10	17.2%
425.21	72.8%	49	11	22.5%
425.19	72.1%	8	1	12.5%
425.14	72.0%	21	3	14.3%
426.05	71.9%	599	99	16.5%
425.23	70.1%	19	1	5.3%
425.09	69.2%	38	7	18.4%
425.13	68.1%	35	6	17.1%
425.17	68.1%	39	4	10.3%
425.18	66.7%	24	8	33.3%
425.22	66.2%	75	12	16.0%
424.04	65.9%	28	4	14.3%
424.06	65.7%	47	6	12.8%
426.06	64.6%	153	26	17.0%
424.09	63.2%	49	11	22.5%
424.10	62.8%	54	4	7.4%
422.12	58.1%	65	7	10.8%
424.03	57.8%	56	8	14.3%
424.08	55.4%	33	6	18.2%
422.14	54.8%	56	11	19.6%
424.07	54.7%	39	6	15.4%
424.02	53.8%	50	8	16.0%
424.11	52.7%	22	2	9.1%
424.12	45.1%	93	26	28.0%
426.04	41.7%	142	26	18.3%
424.01	41.2%	17	1	5.9%
Total	67.8%	2,199	382	17.4%

Note: Census tract numbers and boundaries are per 2000 Census. HMDA data will be reported by 2010 Census numbers and boundaries starting in calendar year 2012. Percent minority is based on 2010 Census Summary File 1, Table P7 Hispanic or Latino and Not Hispanic or Latino by Race. Source: Federal Financial Institutions Examination Council (FFIEC), Home Mortgage Disclosure Act (HMDA), Loan Application Register System (LARS) 2011.

Table 9
City of Moreno Valley
Major Lender Activity-2011

Major Lender	Number of Loan Applications	Percent of All Loan Applications	Denial Rate (%)
Wells Fargo	201	9.1%	15.4%
Bank of America	188	8.6%	30.9%
Provident Saving Bank	151	6.9%	6.6%
Wholesale Capital Corp.	150	6.8%	2.7%
First Mortgage Corp.	108	4.9%	3.7%
Mountain West Financial, Inc.	100	4.6%	7.0%
Total	898	40.9%	12.7%

Source: Federal Financial Institutions Examination Council (FFIEC), Home Mortgage Disclosure Act (HMDA), Loan Application Register System (LARS) 2011.

Table 10
City of Moreno Valley
Major Lender Activity by Census Tract

	Wells Fargo		Bank of America		Provident Saving Bank		Wholesale Capital Corp.		First Mortgage Corp		Mountain West Financial		Total Major Lenders	
Census Tract	Total Apps.	% Denied	Total Apps.	% Denied	Total Apps.	% Denied	Total Apps.	% Denied	Total Apps.	% Denied	Total Apps.	% Denied	Total Apps.	% Denied
422.12	10	20.0%	4	25.0%	7	0.0%	2	0.0%	0	0.0%	5	0.0%	28	10.7%
422.14	4	0.0%	7	28.6%	4	0.0%	6	0.0%	1	100.0%	1	0.0%	23	13.0%
424.01	3	0.0%	1	0.0%	2	50.0%	1	0.0%	0	0.0%	2	0.0%	9	11.1%
424.02	1	0.0%	3	33.3%	2	0.0%	4	0.0%	5	0.0%	2	0.0%	17	5.9%
424.03	6	0.0%	10	30.0%	1	0.0%	3	0.0%	8	12.5%	0	0.0%	28	14.3%
424.04	4	0.0%	1	100.0%	2	0.0%	2	0.0%	5	0.0%	3	0.0%	17	5.9%
424.05	3	33.3%	3	33.3%	1	0.0%	0	0.0%	2	0.0%	0	0.0%	9	22.2%
424.06	3	0.0%	5	40.0%	5	0.0%	3	0.0%	3	0.0%	0	0.0%	19	10.5%
424.07	3	0.0%	3	0.0%	3	0.0%	1	0.0%	5	20.0%	2	0.0%	17	5.9%
424.08	2	0.0%	5	40.0%	5	0.0%	5	0.0%	0	0.0%	0	0.0%	17	11.8%
424.09	6	0.0%	4	25.0%	5	0.0%	1	0.0%	1	0.0%	0	0.0%	17	5.9%
424.10	6	0.0%	8	12.5%	7	0.0%	3	0.0%	1	0.0%	0	0.0%	25	4.0%
424.11	2	0.0%	2	50.0%	2	0.0%	3	33.3%	0	0.0%	0	0.0%	9	22.2%
424.12	8	25.0%	25	44.0%	5	0.0%	4	0.0%	0	0.0%	0	0.0%	42	31.0%
425.04	3	0.0%	1	100.0%	0	0.0%	1	0.0%	1	0.0%	0	0.0%	6	16.7%
425.05	2	50.0%	0	0.0%	3	0.0%	2	0.0%	0	0.0%	0	0.0%	7	14.3%
425.06	6	33.3%	4	50.0%	5	0.0%	7	0.0%	1	0.0%	3	0.0%	26	15.4%
425.07	1	0.0%	5	20.0%	2	0.0%	5	0.0%	6	16.7%	1	0.0%	20	10.0%
425.08	5	0.0%	2	0.0%	1	0.0%	3	0.0%	4	0.0%	4	0.0%	19	0.0%
425.09	3	0.0%	5	40.0%	3	0.0%	2	0.0%	1	0.0%	3	0.0%	17	11.8%
425.10	3	0.0%	4	25.0%	0	0.0%	1	0.0%	0	0.0%	1	0.0%	9	11.1%
425.11	3	0.0%	4	100.0%	1	100.0%	5	0.0%	2	0.0%	0	0.0%	15	33.3%
425.12	0	0.0%	0	0.0%	2	0.0%	3	0.0%	3	0.0%	3	0.0%	11	0.0%
425.13	2	0.0%	1	100.0%	4	25.0%	4	0.0%	3	0.0%	1	100.0%	15	20.0%
425.14	3	66.7%	1	0.0%	1	0.0%	3	0.0%	0	0.0%	0	0.0%	8	25.0%
425.15	1	100.0%	1	0.0%	1	0.0%	1	0.0%	0	0.0%	1	0.0%	5	20.0%

Table 10- continued
City of Moreno Valley
Major Lender Activity by Census Tract

	Wells Fargo		Bank of America		Provident Saving Bank		Wholesale Capital Corp.		First Mortgage Corp		Mountain West Financial		Total Major Lenders	
Census Tract	Total Apps.	% Denied	Total Apps.	% Denied	Total Apps.	% Denied	Total Apps.	% Denied	Total Apps.	% Denied	Total Apps.	% Denied	Total Apps.	% Denied
425.16	1	0.0%	3	33.3%	2	0.0%	0	0.0%	4	0.0%	3	0.0%	13	7.7%
425.17	0	0.0%	3	33.3%	3	33.3%	4	0.0%	2	0.0%	5	20.0%	17	17.6%
425.18	1	100.0%	0	0.0%	1	0.0%	0	0.0%	0	0.0%	3	0.0%	5	20.0%
425.19	1	0.0%	2	50.0%	1	0.0%	0	0.0%	0	0.0%	2	0.0%	6	16.7%
425.20	4	25.0%	2	0.0%	2	0.0%	1	0.0%	3	0.0%	4	25.0%	16	12.5%
425.21	4	25.0%	1	0.0%	3	0.0%	4	0.0%	0	0.0%	2	0.0%	14	7.1%
425.22	9	11.1%	3	33.3%	5	20.0%	3	0.0%	5	0.0%	6	0.0%	31	9.7%
425.23	2	0.0%	0	0.0%	2	0.0%	0	0.0%	2	0.0%	0	0.0%	6	0.0%
426.04	13	0.0%	6	16.7%	9	11.1%	18	11.1%	5	0.0%	8	0.0%	59	6.8%
426.05	63	22.2%	45	24.4%	40	10.0%	44	2.3%	25	0.0%	30	13.3%	247	13.8%
426.06	10	20.0%	14	21.4%	9	0.0%	1	0.0%	10	0.0%	5	0.0%	49	10.2%
Total	201	15.4%	188	30.9%	151	6.6%	150	2.7%	108	3.7%	100	7.0%	898	12.7%

Source: Federal Financial Institutions Examination Council (FFIEC), Home Mortgage Disclosure Act (HMDA), Loan Application Register System (LARS) 2011.

Table 11
City of Moreno Valley
Reasons for Conventional Loan Denials: 2009-2011

Reasons for Loan Denials	2009 Number of Denials[1]	Percent	2010 Number of Denials[1]	Percent	2011 Number of Denials[1]	Percent	Total Denials 2009-2011	Percent
Debt-to-Income Ratio	41	22.5%	26	20.0%	21	21.2%	88	21.4%
Employment History	4	2.2%	1	0.8%	2	2.0%	7	1.7%
Credit History	16	8.8%	13	10.0%	7	7.1%	36	8.8%
Collateral	25	13.7%	21	16.2%	12	12.1%	58	14.1%
Insufficient Cash[2]	6	3.3%	3	2.3%	2	2.0%	11	2.7%
Unverifiable Information	17	9.3%	12	9.2%	10	10.1%	39	9.5%
Credit Application Incomplete	5	2.7%	12	9.2%	10	10.1%	27	6.6%
Mortgage Insurance Denied	3	1.6%	0	0.0%	1	1.0%	4	1.0%
Other[3]	65	35.7%	42	32.3%	34	34.3%	141	34.3%
Total	182	100.0%	130	100.0%	99	100.0%	411	100.0%

[1]A loan can be denied for multiple reasons. However, most loans are denied for one reason alone.
[2]Downpayment, closing costs
[3]Includes denials where the LARs data did not provide a reason

Source: Federal Financial Institutions Examination Council (FFIEC), Home Mortgage Disclosure Act (HMDA), Loan Application Register System (LARS) 2009, 2010 and 2011.

Table 12
City of Moreno Valley
Reasons for FHA/VA Loan Denials by: 2009-2011

Reasons for Loan Denials	2009 Number of Denials[1]	Percent	2010 Number of Denials[1]	Percent	2011 Number of Denials[1]	Percent	Total Denials 2009-2011	Percent
Debt-to-Income Ratio	138	27.1%	80	20.7%	42	26.3%	260	24.6%
Employment History	17	3.3%	9	2.3%	7	4.4%	33	3.1%
Credit History	76	14.9%	65	16.8%	19	11.9%	160	15.2%
Collateral	50	9.8%	64	16.6%	9	5.6%	123	11.7%
Insufficient Cash[2]	25	4.9%	9	2.3%	5	3.1%	39	3.7%
Unverifiable Information	34	6.7%	17	4.4%	10	6.3%	61	5.8%
Credit Application Incomplete	19	3.7%	19	4.9%	12	7.5%	50	4.7%
Mortgage Insurance Denied	1	0.2%	0	0.0%	0	0.0%	1	0.1%
Other[3]	149	29.3%	123	31.9%	56	35.0%	328	31.1%
Total	509	100.0%	386	100.0%	160	100.0%	1055	100.0%

[1]A loan can be denied for multiple reasons. However, most loans are denied for one reason alone.
[2]Downpayment, closing costs
[3]Includes denials where the LARs data did not provide a reason

Source: Federal Financial Institutions Examination Council (FFIEC), Home Mortgage Disclosure Act (HMDA), Loan Application Register System (LARS) 2009, 2010 and 2011.

Appendix D

APPENDIX D - LOCATION OF AFFORDABLE HOUSING

A. BACKGROUND D-1

B. LOCATION OF MORENO VALLEY'S AFFORDABLE HOUSING D-2

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A. BACKGROUND

A lack of affordable housing in and of itself, HUD has pointed out, is not an impediment to fair housing choice, unless it creates an impediment to housing choice *because* of membership in a protected class. However, recent court cases and recent events have demonstrated that the location of affordable housing is regarded as a means of Affirmatively Furthering Fair Housing (AFFH). As a result of a court settlement, Westchester County (New York) must adopt a policy statement providing that "the location of affordable housing is central to fulfilling the commitment to AFFH because it determines whether such housing will reduce or perpetuate residential segregation." (*United States of America ex rel. Anti-Discrimination Center of Metro New York, Inc. v. County of Westchester, New York*)

In order to meet the requirements of the settlement agreement, Westchester County must develop an implementation plan that includes, but is not limited, to:

- A model ordinance that the County will promote to municipalities to advance fair housing that shall include:
  - ✓ A model inclusionary housing ordinance that requires new development projects to include a certain percentage of affordable units, including criteria and standards for the affordable housing units and definitions of who is eligible for affordable housing;
  - ✓ Standards for affirmative marketing of new housing developments to ensure outreach to racially and ethnically diverse households;
  - ✓ Standards for expedited review of proposals for affordable housing that AFFH including procedures for streamlining the approval process for the design, permitting, and development of these units; and
  - ✓ Standards for legal mechanisms to ensure the continued affordability of new affordable units.

Housing developed pursuant to the plan:

- Must be located predominantly in municipalities where the African American and Hispanic population comprise less than 3% and 7% of the population, respectively.
- *Not* be developed in any census block which has an African American population of more than 10% and a total population of 20 or more.
- *Not* be developed in any census block which has a Hispanic population of more than 10% and total population of 20 or more.

The Westchester County settlement agreement demonstrates that *a means to AFFH is by the development of affordable housing outside of areas with concentrations of minority populations.*

Another example is the State of North Carolina which added "affordable housing" to the group of protected classes. The State passed an act providing that it is a violation of the State's fair housing act to discriminate in land use decisions or the permitting of development based on the fact that a development contains affordable housing units. The Act states:

> It is an unlawful discriminatory housing practice to discriminate in land-use decisions or in the permitting of development based on race, color, religion, sex, national origin, handicapping condition, familial status, or, except as otherwise provided by law, the fact that a development or proposed development contains affordable housing units for families or individuals with incomes below eighty percent (80%) of area median income. *It is not a violation* of this Chapter if land-use decisions or permitting of development is based on considerations of *limiting high concentrations of affordable housing.* [Emphasis added]

In 2010, Florida's Affordable Housing Study Commission adopted a proposal made by 1000 Friends of Florida to amend the Florida Fair Housing Act by extending protection to affordable housing developments. Florida Statute 760.26 reads:

> It is unlawful to discriminate in land use decisions or in the permitting of development based on race, color, national origin, sex, disability, familial status, religion, or, except as otherwise provided by law, the source of financing of a development or proposed development.

The decision to not specifically use the term "affordable housing" in statutory language has not diminished the intended application of Fair Housing Act protection, according to its advocates. Since enactment, county and city attorneys have regularly advised their commissions that affordable housing developments cannot be treated differently from market-rate developments in land use or permitting decisions.

In California, Government Code Section 65008 expressly prohibits localities from discriminating against residential development or emergency shelters if the intended occupants are low-income or if the development is subsidized (i.e., the method of financing).

B. LOCATION OF MORENO VALLEY'S AFFORDABLE HOUSING

The development of Moreno Valley's rent restricted affordable rental housing has happened incrementally. The first development was built in 1970 and the most recent one was constructed in 2009. As these developments took place, location guidelines, for the most part, were not established by local, State or Federal authorities.

The City conducted an analysis of the location of rent restricted affordable housing units in relation to census tract percentages of minority populations and low/moderate income populations. The analysis demonstrates that the location of affordable housing has not been concentrated in low income neighborhoods.

1. Rent Restricted Apartment Units

There are 21 rent-restricted affordable apartment communities located in Moreno Valley. The complexes range in size from four to 225 housing units. However, in the latter complex, only 45 of the 225 housing units are rent restricted. Only two apartment communities – Perris Isle and Cottonwood Place – contain more than 100 affordable housing units. Five apartment complexes range in size from 70 to 79 housing units.

Table D-1 shows the census tract location of each development as well as the percentage of low income families and the minority percentage of each census tract. The low income percentage ranges from a low of 36.5% (Census Tract 425.06) to a high of 80.5% (Census Tract 425.15). Because only 92 affordable housing units are located in Census Tract 425.15, they do not contribute significantly to the tract's low income percentage.

Table D-1
City of Moreno Valley
Location of Affordable Apartment Communities
By Census Tract, Percent Low Income and Percent Minority

Map	2000 Census Tract	% Low Income	Percent Minority	Apartment Community	Number of Units	Affordable Units	Year Built
I	424.04	45.1%	83.1%	Casitas del Valle	40	39	2006
E	425.06	36.5%	86.0%	Amber Ridge	225	45	1973
K	425.15	80.5%	90.7%	Eucalyptus Towers	70	69	N/A
M	425.15	80.5%	90.7%	Postal Avenue	8	8	1970
R	425.15	80.5%	90.7%	Walker Terrace	48	15	1975
J	425.16	58.1%	89.5%	Cottonwood Place	169	168	1996
F	425.20	58.3%	87.7%	Atwood Street	5	5	1966
L	425.20	58.3%	87.7%	Perris Isle	189	148	2006
Q	425.20	58.3%	87.7%	Telacu Villa	75	74	Late 80's
A	425.21	49.6%	87.1%	Ability First	25	24	1996
B	467.00	66.3%[1]	76.0%	Adrienne III	8	8	N/A
C	467.00	66.3%[1]	76.0%	Adrienne IV	8	8	1975
D	467.00	66.3%[1]	76.0%	Allies	8	8	N/A
G	467.00	66.3%[1]	76.0%	Bay Avenue	4	4	N/A
H	467.00	66.3%[1]	76.0%	Bay Family	61	29	2005
N	489.02	75.1%[2]	85.9%	Sheila I	8	8	1985
O	489.02	75.1%[2]	85.9%	Sheila II	8	8	N/A
P	489.02	75.1%[2]	85.9%	Shelia Street	4	4	1975
S	489.02	75.1%[2]	85.9%	Rancho Dorado II	79	78	2009
T	489.02	75.1%[2]	85.9%	Rancho Dorado South	79	78	PR
U	424.04	45.1%	83.1%	Hemlock Family Apts	78	77	PR
Total					1,199	905	

Note: PR refers to a California Tax Credit Allocation Committee Preliminary Reservation

[1]2000 Census Tract 425.04 was renumbered to Census Tract 467.00, Percent low income based on 2000 data for Census Tract 425.04.

[2]2000 Census Tract 426.05 was divided into 2010 Census Tracts 483.00, 488.00, 487.00, 489.01, 489.02, 490.00 and 511.00. Percent low income based on 2000 data for Census Tract 426.05.

Source: Percent low income based on Census 2000 data obtained from HUD; will be updated in summer 2014
Percent minority from American FactFinder, Census 2010 Summary File 1, Table P9 Hispanic or Latino and Not Hispanic or Latino by Race
Year built obtained from assessor data, multiple listing service data, telephone interviews, and tax credit history for Perris Isle and Bay Family

Table construction by Castañeda & Associates

Census Tract 489.02 has a low income percentage of 75.1%. Because only 176 affordable housing units are located in Census Tract 489.02, they do not contribute significantly to the tract's low income percentage.

Table D-2 shows the census tracts having more than one affordable rental development. One-fourth (227/905) of all rent restricted, affordable rental housing units are located in census tract 425.20. And these housing units comprise 16.3% of all the housing units located in Census Tract 425.20. Information is unavailable on the amount of vacant multi-family zoned land located in Census Tract 425.20. Consequently, the potential for additional multi-family and/or affordable housing development in that census tract is unknown.

Table D-2
City of Moreno Valley
Census Tracts with More than One Affordable Rental Development

Census Tract	Number of Developments	Number of Affordable Units	Percent of All Affordable Units	Total Units in Census Tract	Affordable Units as % of All Census Tract Housing Units
425.15	3	92	10.2%	1,128	8.2%
425.20	3	227	25.1%	1,392	16.3%
467.00	5	57	6.3%	1,648	3.5%
489.02	5	176	19.4%	1,560	11.3%

Note: Percent of all affordable housing units is census tract number of affordable units (92) divided by 905.
Source: Table D-1
U.S. Census Bureau, Table QT-H1, General Housing Characteristics: 2010 Census Summary File 1
Table construction by Castañeda & Associates

The census tract minority population percentages range from a low of 76.0% to a high of 90.7%. In the event additional affordable rental housing is constructed, it is unavoidable for it to be located in census tracts having a majority of the population belonging to a minority group.

2. Section 8 Rental Housing (Vouchers)

Altogether there are about 1,500 Moreno Valley families obtaining rental assistance through Section 8 Housing Choice Vouchers. According to the Housing Authority of Riverside County:

> The subsidies provided by the rental voucher program are considered tenant-based subsidies because when an assisted family moves out of a unit leased under the program, the assistance contract with the owner terminates and the family may move to another unit with continued rental assistance (24 CFR Section 982.1). HUD enters into annual contributions contracts (ACCs) with PHAs (public housing agencies) under which HUD provides funds to the PHAs to administer the programs locally. The PHAs enter into HAP contracts with private owners who lease their units to assisted families (24 CFR Section 982.151). In the tenant-based Section 8 programs, the PHA verifies a family's eligibility (including income eligibility) and then issues the family a voucher.

Thus, Section 8 assisted households/housing units are not situated in permanent locations Families receiving Section 8 assistance may move to another apartment unit (where the landlord accepts Section 8) located in Moreno Valley or move to another City. Usually, the initial lease term must be for at least one year.

Table D-3 shows the number of Section 8 Vouchers by zip code location, information that was transmitted to the City by the Housing Authority.

Table D-3
City of Moreno Valley
Distribution of Section 8 Housing Choice Vouchers by Zip Code

Zip Code	Number of Section 8 Vouchers	Percent
92551	235	15.6%
92553	703	46.8%
92555	105	7.0%
92557	459	30.6%
Total	1,502	100.0%

Note: Total excludes one voucher in zip code 92552
Source: Housing Authority of the County of Riverside, January 12, 2013
Table construction by Castañeda & Associates

The list below compares the zip code percentage distributions of Section 8 vouchers and the total population of all four zip codes:

Zip Code	Section 8 Percentage	Total Population Percentage
92551	15.6%	15.9%
92553	46.8%	38.0%
92555	7.0%	20.1%
92557	30.6%	26.0%
	100.0%	100.0%

Based on the above, the following conclusions can be made:

- Zip Code 92551 percentage of Section 8 vouchers is about the same as its percentage of the total population (30,815/193,933).
- Zip Code 92553 has a high percentage of Section 8 vouchers compared to its percentage of the total population.
- Zip Code 92555 has a much lower percentage of Section 8 vouchers than it does of the total population.
- And, finally, Zip Code 92557 has a much higher percentage of Section 8 vouchers than it does of the total population.

Thus, the distribution of Section 8 vouchers is not in proportion to the share of the total population residing in each zip code.

Table D-4 shows the zip code population by race and ethnicity. Each zip code has a minority population percentage higher than 75%. For example, the minority population percentage of Zip Code 92553 is 86.5%. In contrast, the minority population percentage is 76.7%.

The map of the locations of the developments is on page 8. Although in a few areas, there are multiple developments, most are small and contain only four or eight rental units.

Impediment:

The location of rent restricted affordable housing is not an impediment to fair housing choice. While most affordable housing developments are located in low and moderate income neighborhoods, they have not contributed significantly to the low income percentages of the neighborhoods in which they are is located. Moreover, there is not a concentration of rent restricted affordable housing developments in any one neighborhood.

Action Plan Recommendation:

The affordable housing location analysis will be used to evaluate the sites of new rent restricted development proposals.

The location of Section 8 vouchers will be monitored to determine if such housing is becoming overly concentrated. If over concentration becomes a concern in the future the City will work with the Housing Authority to take appropriate corrective actions.

Table D-4
City of Moreno Valley
Population by Race and Ethnicity by Zip Code

Race and Ethnicity	92551	Percent	92553	Percent	92555	Percent	92557	Percent	Total	Percent
White	4,029	13.1%	9,950	13.5%	9,113	23.3%	13,730	27.3%	36,822	19.0%
Black of African American	5,721	18.6%	11,334	15.4%	7,582	19.4%	8,566	17.0%	33,203	17.1%
American Indian and Alaska Native	79	0.3%	195	0.3%	121	0.3%	184	0.4%	579	0.3%
Asian	1,711	5.6%	3,438	4.7%	3,733	9.6%	2,552	5.1%	11,434	5.9%
Native Hawaiian/Other Pacific Islander	154	0.5%	454	0.6%	174	0.4%	214	0.4%	996	0.5%
Some Other Race Alone	67	0.2%	131	0.2%	114	0.3%	76	0.2%	388	0.2%
Two or More Races	733	2.4%	1,631	2.2%	1,191	3.0%	1,509	3.0%	5,064	2.6%
Hispanic or Latino	18,321	59.5%	46,589	63.2%	17,048	43.6%	23,489	46.7%	105,447	54.4%
Total	30,815	100.0%	73,722	100.0%	39,076	100.0%	50,320	100.0%	193,933	100.0%
Percent	15.9%		38.0%		20.1%		26.0%		100.0%	

Source: DP-1, 2010 Demographic Profile Data: Profile of General Population and Housing Characteristics: 2010 for Zip Codes 92551, 92553, 92555 and 92557
Table construction by Castañeda & Associates

MV00197279

Locations of Rent Restricted Affordable Apartment Community Locations

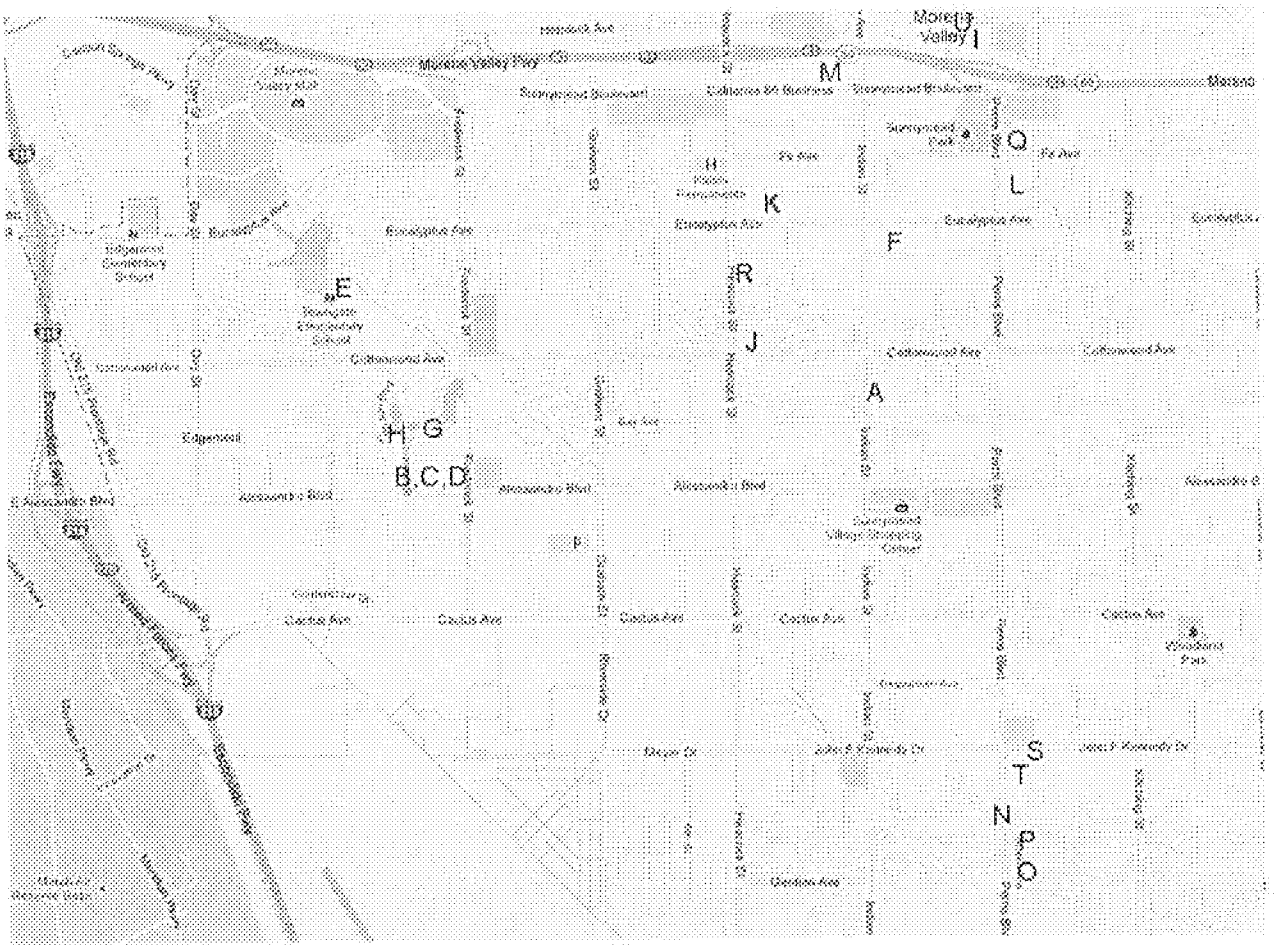

Casitas del Valle

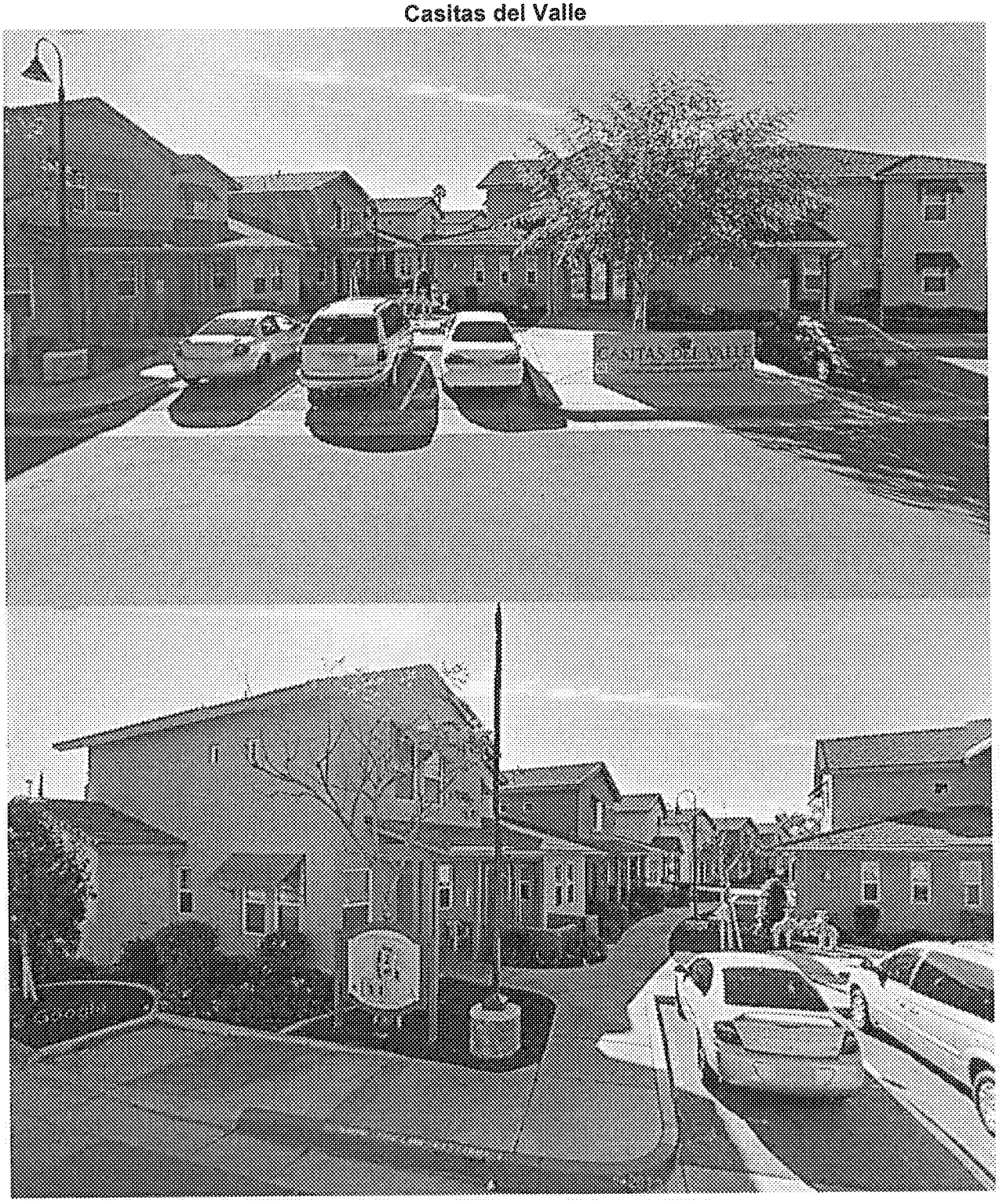

Amber Ridge

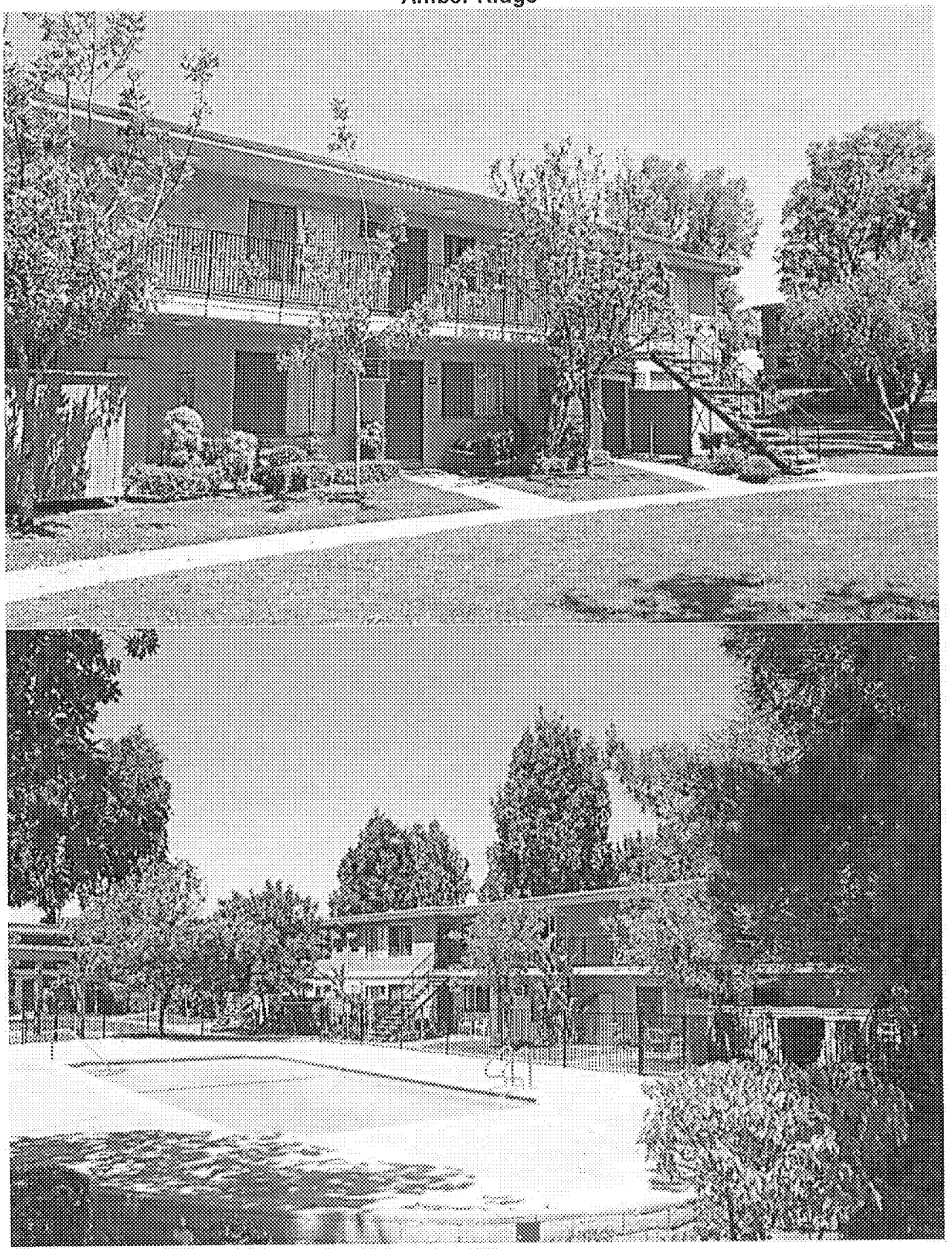

Ability First

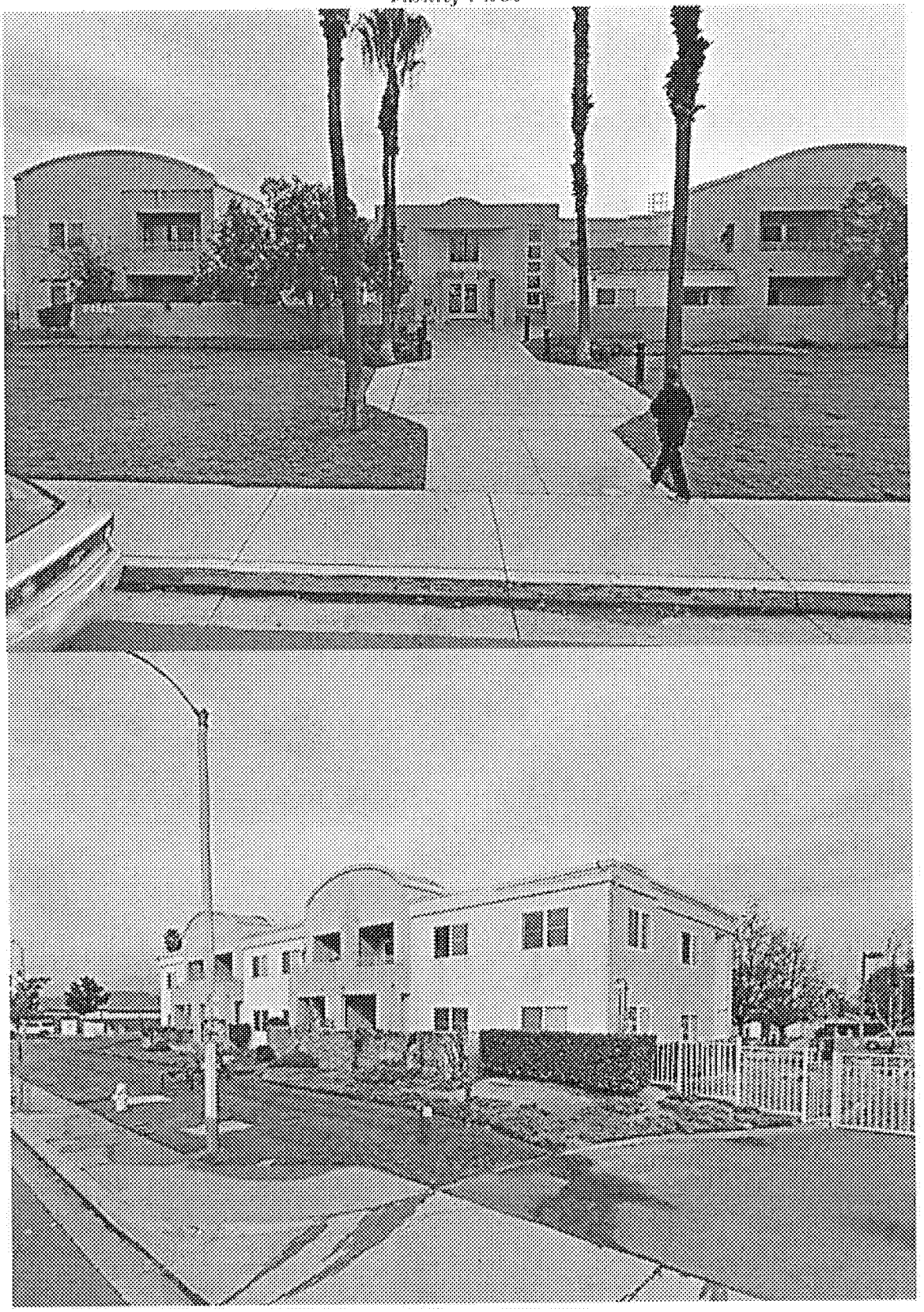

Cottonwood Place

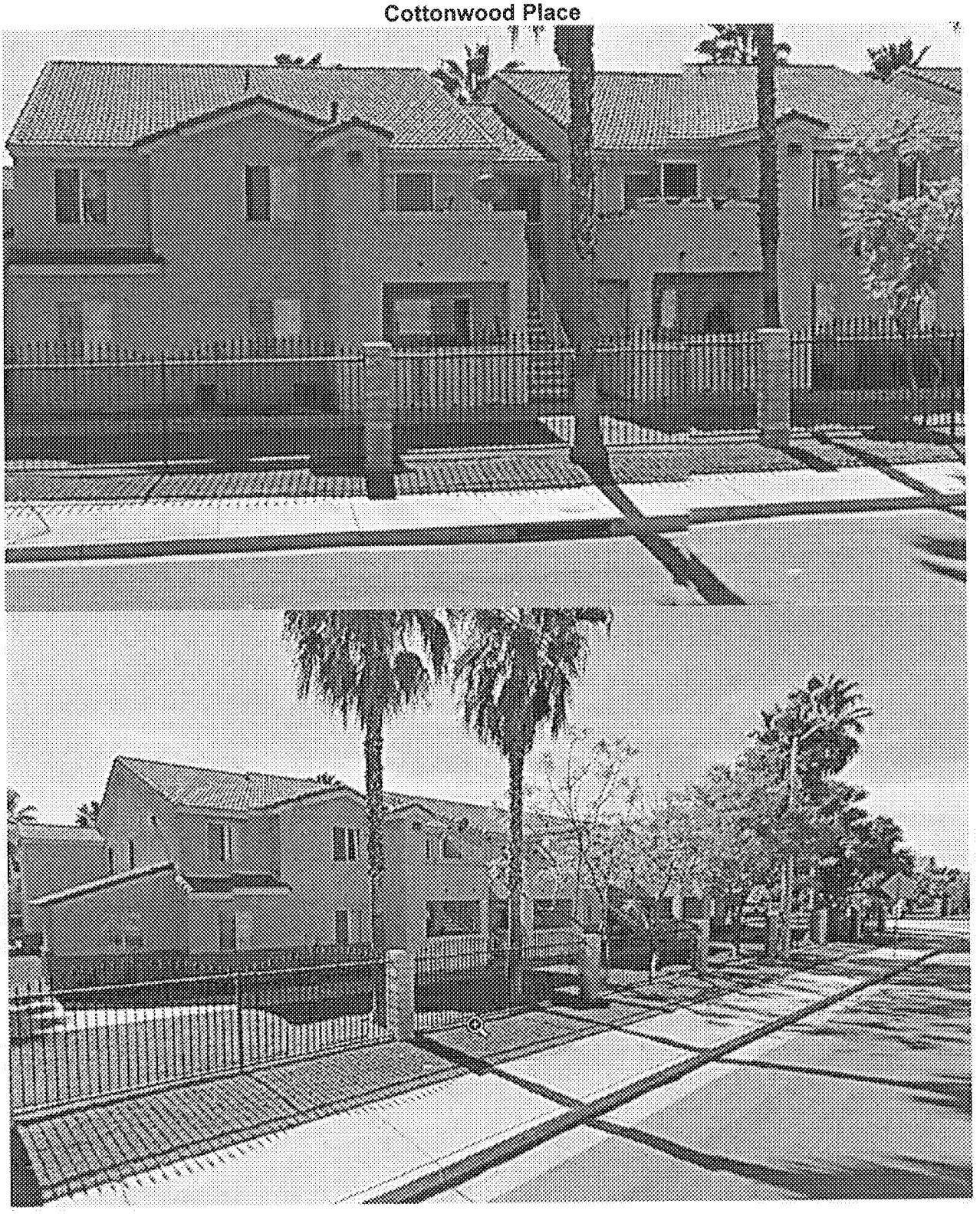

Bay Family

Perris Isle

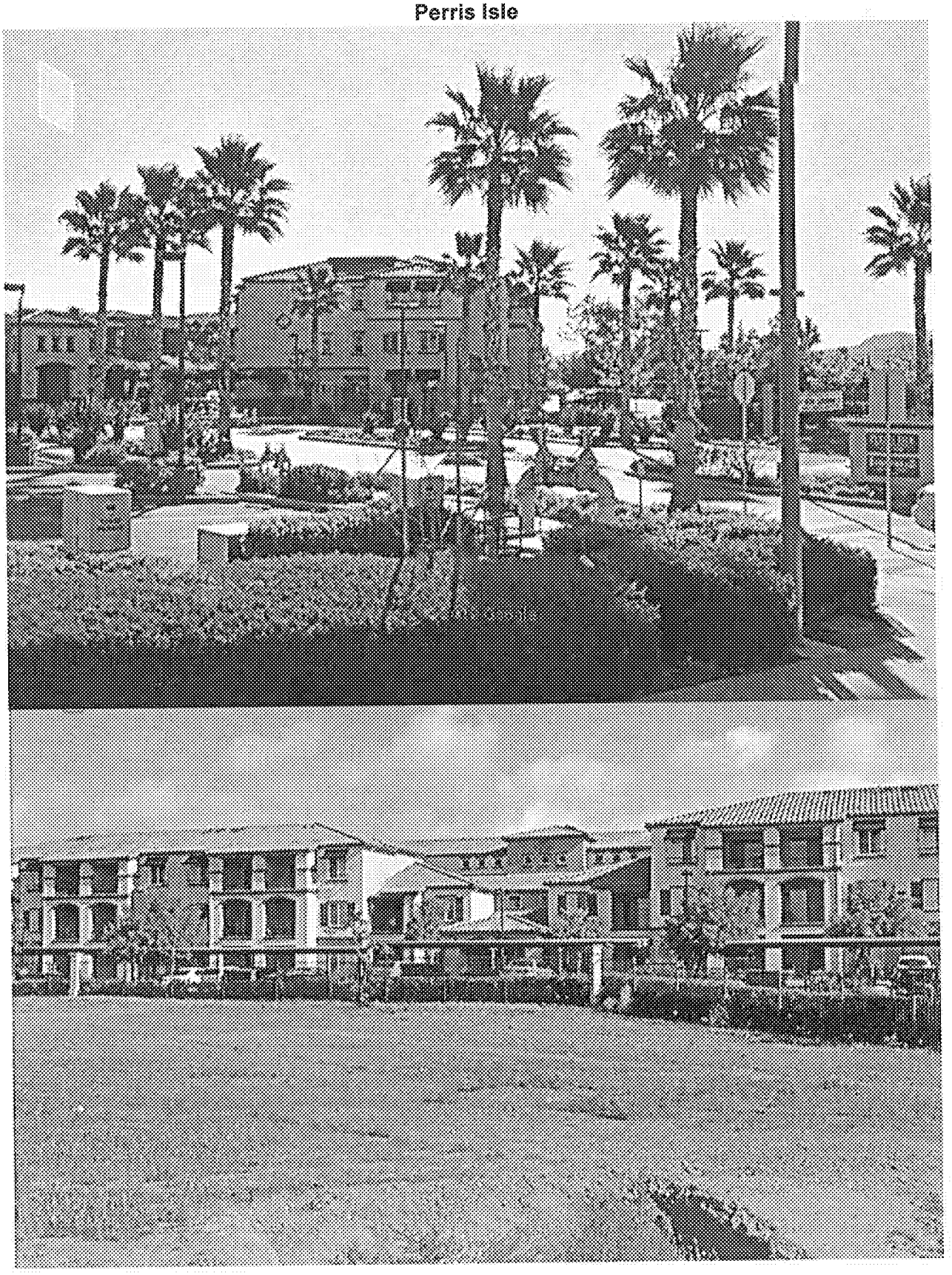

Appendix E

APPENDIX E - DATA SOURCES

Appendix A-Fair Housing Community Profile E-1

Appendix B-Public Sector Impediments Analysis E-3

Technical Appendix C-Private Sector Impediments Analysis E-5

Appendix A
Fair Housing Community Profile

- American FactFinder, American Community Survey (ACS) 2010 1-Year Estimates
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  - ✓ Apartmentguide.com
  - ✓ Craigslist
  - ✓ Forrent.com
  - ✓ The Pennysaver
  - ✓ Rent.com

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AGENDA

CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

April 26, 2011

SPECIAL PRESENTATIONS – 6:00 P.M.
REGULAR MEETING – 6:30 P.M.

City Council Closed Session
First Tuesday of each month – 6:00 p.m.
City Council Study Sessions
Third Tuesday of each month – 6:00 p.m.
City Council Meetings
Second and Fourth Tuesdays – 6:30 p.m.

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3027 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Richard A. Stewart, Mayor

Jesse L. Molina, Mayor Pro Tem
Robin N. Hastings, Council Member
Marcelo Co, Council Member
William H. Batey II, Council Member

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
April 26, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Proclamation Recognizing National Public Works Week

2. Proclamation Recognizing Mental Health Month

3. Presentation of Boy Scouts of America District Award of Merit to Council Member Robin N. Hastings

4. Proclamation Recognizing Child Abuse Prevention Month

5. Letter of Commendation Recognizing Sarah King

MV00197794

AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

REGULAR MEETING - 6:30 PM
APRIL 26, 2011

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, Community Redevelopment Agency, and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY 9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the Council, Community Services District, Redevelopment Agency or the Board of Library Trustees requests that an item be removed for

MV00197795

separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of April 6-19, 2011.

A.4 APPROVAL OF CHECK REGISTER FOR FEBRUARY, 2011 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2011-34, approving the Check Register for the month of February, 2011 in the amount of $10,858,661.77.

Resolution No. 2011-34

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Check Register for the Month of February, 2011

A.5 APPROVE COOPERATIVE AGREEMENT WITH RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR THE SUNNYMEAD BOULEVARD MASTER DRAINAGE PLAN LINES H, H-1A, AND H-5 IN CONNECTION WITH THE INDIAN DETENTION BASIN DRAINAGE IMPROVEMENTS - PROJECT NO 09-89791726 (Report of: Public Works Department)

Recommendation:

1. Approve the "Cooperative Agreement" with Riverside County Flood Control and Water Conservation District (the District) for the Sunnymead Boulevard Master Drainage Plan Lines H, H-1A, and H-5 in connection with the Indian Detention Basin Drainage

Improvements;

2. Authorize the City Manager to execute the "Cooperative Agreement" upon concurrence by the District;

3. Authorize the City Manager to approve any minor changes that may be requested by the District subject to the approval of the City Attorney; and

4. Authorize the City Manager to execute any future amendments subject to the approval of the City Attorney.

A.6 ART LOAN POLICY (Report of: City Manager's Office)

Recommendation:
Adopt the Art Loan Policy.

A.7 AUTHORIZATION TO AWARD AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES FOR HMGP FUNDED PROJECT: STORM DRAIN AND MISCELLANEOUS STREET IMPROVEMENTS BETWEEN ALESSANDRO BOULEVARD AND DRAINAGE FACILITY LINE F - PROJECT NO. 11-12566730 (Report of: Public Works Department)

Recommendation:

1. Accept an additional grant award amount of $322,000 in the federal funds under the Hazard Mitigation Grant Program (HMGP) to construct a storm drain and miscellaneous street improvements between Alessandro Boulevard and drainage facility Line F east of Redlands Boulevard;

2. Authorize the appropriation of $430,000 from unencumbered Measure "A" (Fund 125) fund balance to account for the additional federal funding and required local funding match in accordance with the HMGP requirements;

3. Approve the Agreement for Design Professional Consultant Services with DMC Design Group, 140 N. Maple Street, Suite 104, Corona, CA 92880 to provide design services for the storm drain and miscellaneous street improvements;

4. Authorize the City Manager to execute said Agreement for Design Professional Consultant Services with DMC Group; and

5. Authorize the issuance of a Purchase Order to DMC Design Group in the amount of $172,016 from Account 125.66730 when the

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agreement has been signed by all parties.

A.8 APPROVE THE CITY OF MORENO VALLEY'S FIVE-YEAR MEASURE "A" LOCAL STREETS AND ROADS CAPITAL IMPROVEMENT PLAN (CIP) AND MAINTENANCE OF EFFORT (MOE) CERTIFICATION STATEMENT FOR THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC) MEASURE "A" LOCAL FUNDS PROGRAM, FISCAL YEAR (FY) 2012-2016 (Report of: Public Works Department)

Recommendation:

1. Approve the City of Moreno Valley's Five-Year Measure "A" Local Streets and Roads CIP and MOE for the RCTC Measure "A" Local Funds Program, FY 2012-2016;

2. Authorize submittal of the RCTC Measure "A" Local Streets and Roads CIP and MOE for the RCTC Measure "A" Local Funds Program, FY 2012-2016; and

3. Authorize staff to submit an amended five-year plan to RCTC if changes are made by City Council to the listed Measure "A" projects as part of the upcoming FY 2011/12 budget approval process.

A.9 RESOLUTION NO. 2011-35 A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA AND THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA REGARDING THE REDISTRICTING OF THE RIVERSIDE COUNTY SUPERVISORIAL DISTRICTS (Report of: City Manager's Office)

Recommendation:

Adopt Resolution No. 2011-35, a joint resolution of the City Council of the City of Moreno Valley, California and the City Council of the City of Perris, California regarding the redistricting of the Riverside County Supervisorial Districts.

Resolution No. 2011-35

A Joint Resolution of the City Council of the City of Moreno Valley, California, and the City Council of the City of Perris, California Regarding the Redistricting of the Riverside County Supervisorial Districts

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Report of: City

Clerk Department)

Recommendation:
Approve as submitted.

B.3 RESOLUTION TO AMEND MORENO VALLEY COMMUNITY SERVICES DISTRICT ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY (Report of: Public Works Department)

Recommendation:

Approve and adopt Resolution No. CSD 2011-06 to amend General Management Policy #2.30, Moreno Valley Community Services District Zone D (Parkway Landscape Maintenance) Service Plan Policy.

Resolution No. CSD 2011-06

A Resolution of the Moreno Valley Community Services District Board of Directors of the City of Moreno Valley, California, to Approve and Adopt the Amended Moreno Valley Community Services District Zone D (Parkway Landscape Maintenance) Service Plan Policy to Provide Revised Language Regarding the Service Level Guidelines and Correct Minor Grammatical Errors

B.4 RESOLUTION TO AMEND MORENO VALLEY COMMUNITY SERVICES DISTRICT ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY (Report of: Public Works Department)

Recommendation:

Approve and adopt Resolution No. CSD 2011-07 to amend General Management Policy #2.41, Moreno Valley Community Services District Zone E (Extensive Landscape Maintenance) Service Plan Policy.

Resolution No. CSD 2011-07

A Resolution of the Moreno Valley Community Services District Board of Directors of the City of Moreno Valley, California, to Approve and Adopt the Amended Moreno Valley Community Services District Zone E (Extensive Landscape Maintenance) Service Plan Policy to Provide Revised Language Regarding the Service Level Guidelines and Correct Minor Grammatical Errors

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

E. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

E.1 PUBLIC HEARING TO CONSIDER FEE SCHEDULE FOR FISCAL YEAR 2011-12 (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council:

1. Conduct a Public Hearing to receive public input on the proposed Fee Schedule for Fiscal Year (FY) 2011-12; and

2. Adopt Resolution No. 2011-36, approving the Fee Schedule for FY 2011-12.

Resolution No. 2011-36

A Resolution of the City Council of the City of Moreno Valley, California, Establishing Specified Fees for Various Services for Fiscal Year 2011-12 and Repealing Prior Resolutions that may be in Conflict

E.2 PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDINGS FOR POZGAJ FRANK & MARIA FAMILY TRUST—APN 486-240-009 BALLOTING FOR NPDES AND CSD ZONE M AND RIDGE MORENO VALLEY—APNS 297-170-005 AND 297-170-066 BALLOTING FOR NPDES (Report of: Public Works Department)

MV00197800

Recommendation: That the City Council:

1. After conducting the individual Public Hearings and accepting public testimony:

   a. Direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballots for Pozgaj Frank & Maria Family Trust—Assessor Parcel Number (APN) 486-240-009 and Ridge Moreno Valley—APNs 297-170-005 and 297-170-066;

   b. Verify and accept the result of the mail ballot proceedings as identified on the Official Tally Sheet and APN listing;

   c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and

   d. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to APNs 486-240-009, 297-170-005, and 297-170-066.

2. Acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), after conducting the Public Hearing and accepting public testimony:

   a. Direct the Secretary of the CSD Board (City Clerk) to tabulate the CSD Zone M ballot for Pozgaj Frank & Maria Family Trust—APN 486-240-009;

   b. Verify and accept the result of the mail ballot proceeding as identified on the Official Tally Sheet and APN listing;

   c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and

   d. If approved, authorize and impose the annual CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) charge to APN 486-240-009.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

G. REPORTS

G.1 <u>CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)</u>

a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

G.2 ECONOMIC DEVELOPMENT ACTION PLAN (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Review and provide direction on an Economic Development Action Plan; and

2. Consider the sequencing and funding of Capital Improvement Program projects.

G.3 REGIONAL ENERGY EFFICIENCY AND WATER CONSERVATION PROGRAM (RICK BISHOP, WRCOG EXECUTIVE DIRECTOR AND BARBARA SPOONHOUR, PROGRAM MANAGER) (PowerPoint Presentation - (Informational Oral Presentation - not for Council action)

G.4 ENTER INTO A CONTRACT WITH THINK TOGETHER, INC., TO OPERATE DAY-TO-DAY ACTIVITIES AND FUNCTIONS INVOLVING THE PROPOSITION 49 ASES GRANT AFTER SCHOOL PROGRAM (Report of Parks and Community Services Department)

Recommendation: That the CSD:
Authorize the City Manager to enter into a contract with THINK Together Inc., to operate day-to-day activities and functions of the City's Proposition 49 state-funded ASES after school grant program, as outlined within the document.

G.5 COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2010 (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council:
Receive and file the Comprehensive Annual Financial Report for the fiscal year that ended June 30, 2010.

G.6 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/Community Redevelopment Agency or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

MV00197803

CLOSED SESSION

A Closed Session of the City Council, Community Services District and Community Redevelopment Agency of the City of Moreno Valley will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

3 SECTION 54957.6 - LABOR NEGOTIATIONS

a) Agency Representative: Henry T. Garcia
Employee Organization: MVCEA

b) Agency Representative: Henry T. Garcia
Employee Organization: MVMA

c) Agency Representative: Henry T. Garcia
Employee Organization: Moreno Valley Confidential Management Employees

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

ADJOURNMENT

MV00197805

MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
April 12, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Presentation of Award for Excellence in Information Technology Practices to the City's Technology Services Division

2. Proclamation Recognizing National Library Week

3. Proclamation Recognizing Sexual Assault Awareness Month

4. "Spotlight on Moreno Valley Business"

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:30 PM
April 12, 2011

CALL TO ORDER

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:33 p.m. by Mayor Pro Tem Molina in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE – The Pledge of Allegiance was led by Mayor Pro Tem Molina

INVOCATION – Council Member Co

Council:

Jesse L. Molina	Mayor Pro Tem
William H. Batey II	Council Member
Marcelo Co	Council Member

Absent:

Richard A. Stewart	Mayor
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Juliene Clay	Administrative Assistant
Henry T. Garcia	City Manager
Richard Teichert	Financial and Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Acting Assistant City Manager
John Anderson	Police Chief
Steve Curley	Fire Chief
Chris Vogt	Public Works Director
Barry Foster	Community and Economic Development Director
Sonny Morkus	Human Resources Director
Mike McCarty	Parks & Community Services Director

MV00197807

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Pro Tem Molina opened the agenda items for the Consent Calendars for public comments, which were received from Hossein Tajiki (Item A6), Doug Whitney (Item A6), Larry Lange (Item A6) and Tilak Chopra (Item A6).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF MARCH 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of March 16 – April 5, 2011.

A.4 APPROVAL OF THE 2011/2012 FISCAL YEAR STORM WATER PROTECTION PROGRAM BUDGET FOR COUNTY SERVICE AREA (CSA) 152 (Report of: Public Works Department)

Recommendation:
1. Approve the County Service Area (CSA) 152 Budget for FY 2011/2012 in the amount of $537,553; and

2. Authorize the levy of CSA 152 Assessment at $8.15 per Benefit Assessment Unit (BAU) for FY 2011/2012.

A.5 REPLACEMENT OF PLAY STRUCTURES AND PLAYGROUND SURFACING AT JOHN F. KENNEDY VETERANS MEMORIAL PARK AND WOODLAND PARK (ALSO LISTED AS ITEM B.3) (Report of: Parks and Community Services)

Recommendation:
1. Award to Miracle Recreation Equipment Company, 878 E Hwy 60, Monett, MO 65708 for material and labor to replace play

structures and playground surfacing at John F. Kennedy Veterans Memorial Park and Woodland Park; and

2. Authorize the Purchasing Manager to execute a purchase order in an amount not to exceed $ 241,976.03 as appropriated in FY10/11, in account code 461.65329.7500.

A.6 RESOLUTION FOR THE ABATEMENT OF PUBLIC NUISANCES (Report of: Fire Department)

Recommendation:

Adopt Resolution No. 2011-30 of the City of Moreno Valley, California, confirming assessments on certain real properties as outlined in the Property Assessment List in the staff report for the abatement of nuisances.

Resolution No. 2011-30

A Resolution of the City Council of the City of Moreno Valley, California, Confirming Statements of Costs Against Real Property Located in the City of Moreno Valley, for Abatements of Public Nuisances and Direction that said Statements of Costs Constitute a Lien upon said Properties

A.7 REPORT OF PARTIAL REDUCTIONS PROCESSED DURING THE MONTHS OF FEBRUARY AND MARCH 2011 (Report of: Public Works Department)

Recommendation:
No action required.

A.8 PA07-0090 - REDLANDS ELECTRICAL IMPROVEMENTS – UTILITY ELECTRICAL INFRASTRUCTURE – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE UTILITY ELECTRICAL INFRASTRUCTURE AS COMPLETE AND ACCEPTING THE UTILITY ELECTRICAL INFRASTRUCTURE INTO THE CITY'S MAINTAINED SYSTEM, BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET: DEVELOPER – HF LOGISTICS – SKX T1, LLC,MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2011-33 authorizing the acceptance of the Utility Electrical Infrastructure for PA07-0090 - Redlands Electrical Improvements as complete and accepting the Utility

Electrical Infrastructure into the City's maintained system; and

Resolution No. 2011-33

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Utility Electrical Infrastructure for the Redlands Electrical Improvements as Complete within Project PA07-0090, and Accepting the Utility Electrical Infrastructure into the City's Maintained System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.9 APPROVAL OF THE FRANCHISE TAX BOARD AGREEMENT TO SHARE TAX INFORMATION (Report of: Financial & Administrative Services Department)

Recommendation:
Authorize the City Manager or his designee to sign a Franchise Tax Board Agreement that will allow both entities to share tax information confidentially.

A.10 RESOLUTION REGARDING THE LIBERTY QUARRY (Report of: City Manager's Office)

Recommendation:
Discuss and consider Resolution No. 2011-31 regarding the Liberty Quarry.

Resolution No. 2011-31

A Resolution of the City Council of the City of Moreno Valley, California, in Support of the Need for and Benefits of Liberty Quarry

Motion to continue Item A10 to May 10, 2011 by m/Council Member Marcelo Co, s/Council Member William H. Batey II
Approved by a vote of 3-0-2, Mayor Richard A. Stewart, Council Member Robin N. Hastings absent.

A.12 TRACTS 22709, 22709-1, 31128, 31129, & 35760 – MAINTENANCE OF PUBLIC IMPROVEMENTS - ACCEPT AGREEMENT AND IRREVOCABLE LETTER OF CREDIT FOR MAINTENANCE OF THE MORENO BEACH CHANNEL (CHANNEL F) PUBLIC IMPROVEMENTS - DEVELOPER:

WESTERN PACIFIC HOUSING - CORONA, CA 92880 (Report of: Public Works Department)

Recommendation:

1. Accept the Agreement and Irrevocable Letters of Credit for Public Improvements for Tracts 22709, 22709-1, 31128, 31129, & 35760;

2. Authorize the Mayor to execute the agreement;

3. Direct the City Clerk to forward the signed agreement to the County Recorder's office for recordation; and

4. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF MARCH 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

B.3 REPLACEMENT OF PLAY STRUCTURES AND PLAYGROUND SURFACING AT JOHN F. KENNEDY VETERANS MEMORIAL PARK AND WOODLAND PARK (ALSO LISTED AS ITEM A.5) (Report of Parks and Community Services)

Recommendation:

1. Award to Miracle Recreation Equipment Company, 878 E Hwy 60, Monett, MO 65708 for material and labor to replace play structures and playground surfacing at John F. Kennedy Veterans Memorial Park and Woodland Park; and

2. Authorize the Purchasing Manager to execute a purchase order in an amount not to exceed $ 241,976.03 as appropriated in FY10/11, in account code 461.65329.7500.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

MV00197811

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF MARCH 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR – BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF MARCH 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Calendar Items A1 – D2, except Items A10, which was continued to May 10, 2011 and Item A11, which was pulled for separate discussion/action. Motion by m/Council Member William H.Batey II, s/Council Member Marcelo Co
Approved by a vote of 3-0-2, Mayor Richard A. Stewart, Council Member Robin N. Hastings absent.

E. PUBLIC HEARINGS

AGENDA ORDER

E.2 PUBLIC HEARING REGARDING ISSUANCE OF MULTI-FAMILY HOUSING REVENUE BONDS AND THE ADOPTION OF A RESOLUTION APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES OF MULTI-FAMILY HOUSING REVENUE BONDS FOR HEMLOCK FAMILY APARTMENTS (Report of: Community & Economic Development Department)

Mayor Pro Tem Molina opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Recommendation: That the City Council:

1. Conduct a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, at which it will hear and consider information concerning the issuance by the California Statewide Communities Development Authority of

MV00197812

multifamily housing revenue bonds to finance the acquisition, construction and development of a 77-unit multifamily rental housing project known as Hemlock Family Apartments; and

2. Adopt Resolution No. 2011-32, pursuant to Section 147(f) of the Internal Revenue Code of 1986 approving the issuance of bonds by the California Statewide Communities Development Authority of Multifamily Housing Revenue Bonds for the Hemlock Family Apartments.

Resolution No. 2011-32

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Issuance by the California Statewide Communities Development Authority of Multifamily Housing Revenue Bonds for the Hemlock Family Apartments

Motion to Approve by m/Council Member Marcelo Co, s/Council Member William H. Batey II
Approved by a vote of 3-0-2, Mayor Richard A. Stewart, Council Member Robin N. Hastings absent.

E.1 PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDINGS FOR SOUTHEASTERN CALIF CONF SEV DAY ADVENTIST CHURCH—APN 484-030-015 AND BUDDHADHAMMO TEMPLE—APN 488-210-014 BALLOTING FOR NPDES AND CSD ZONE M (Report of: Public Works Department)

Mayor Pro Tem Molina opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Recommendation: That the City Council:
After conducting the Public Hearing and accepting public testimony:

a. Direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballots for Southeaster Calif Conf Sev Day Adventist–Assessor Parcel Number (APN) 484-030-015 and Buddhadhammo Temple–APN 488-210-014;

Motion to continue APN 488-210-014 to May 26, 2011 by m/Council Member William H. Batey II, s/Council Member Marcelo Co
Approved by a vote of 3-0-2, Mayor Richard A. Stewart, Council Member Robin N. Hastings absent.

Motion to direct the City Clerk to tabulate ballots for APN 484-030-015 by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II

Approved by a vote of 3-0-2, Mayor Richard A. Stewart, Council Member Robin N. Hastings absent.

The City Clerk announced the results as follows:

APN 484-030-015 (NPDES) – "Yes"

b. Verify and accept the result of the mail ballot proceedings as identified on the Official Tally Sheet and APN listing.

c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and

d. If approved, authorize and impose the NPDES maximum connercial/industrial regulatory rate to APN–030–015.

Motion to approve by m/Council Member William H. Batey II and s/Council Member Marcelo Co
Approved by a 3-0-2 vote, Mayor Richard A. Stewart, Council Member Robin N. Hastings absent.

The above motion was to accept results and impose the CSD charges.

Motion to rescind previous motion by m/Council Member William H. Batey II, s/Council Member Marcelo Co
Approved by a 3-0-2 vote, Mayor Richard A. Stewart, Council Member Robin N. Hastings, absent.

Motion to approve by m/Council Member William. H. Batey, s/Council Member Marcelo Co
Approved by a 3-0-2 vote, Mayor Richard A. Stewart, Council Member Robin N. Hastings absent.

Recommendation: That the CSD:
Acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), after conducting the Public Hearing and accepting public testimony.

a. Direct the Secretary of the CSD Board (City Clerk) to tabulate the CSD Zone M ballots for Southeastern Calif Conf Sev Day Adventist–APN 484-030-015 and Buddhadhammo Temple–APN 488-210-014;

Motion to direct the Secretary to tabulate the CSD Zone M ballot for APN 484-030-015 by m/Board Member William H. Batey II, s/Board Member Marcelo Co
Approved by a vote of 3-0-2, President Richard A. Stewart, Board

Member Robin N. Hastings absent.

The City Clerk announced the results as follows:
APN 484-030-015, CSD Zone M – "Yes"

b. Verify and accept the result of the mail ballot proceedings as identified on the Official Tally Sheet and APN listing;

c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and

d. If approved, authorize and impose the annual CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) charges to APNs 484-030-015.

Motion to approve APN 484-030-015 by m/Board Member William H. Batey II, s/Board Member Marcelo Co
Approved by a vote of 3-0-2, President Richard A. Stewart, Board Member Robin N. Hastings absent.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

Mayor Pro Tem Molina opened the agenda item for public comments, which were received from Erica Hopkins, Kama Burton and Dr. Charles Gibson (Breakthrough CDC).

A.11 CONSIDERATION OF A REQUEST FROM BREAKTHROUGH COMMUNITY DEVELOPMENT CORPORATION (BCDC) TO SPONSOR ITS HOPE FOR OUR YOUTH CAMPAIGN (Report of: City Clerk's Department)

Recommendation:
That the City Council consider the request of Breakthrough Community Corporation (BCDC) to sponsor its Hope for Our Youth Campaign (HYC), in the amount of $2,040.

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 3-0-2, Mayor Richard A. Stewart, Council Member Robin N. Hastings absent.

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVIITES (Informational Oral Presentation - not for Council action)

a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

None

G.2 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDINGS FOR POZGAJ FRANK & MARIA FAMILY TRUST—APN 486-240-009 BALLOTING FOR NPDES AND CSD ZONE M AND RIDGE MORENO VALLEY—APNS 297-170-005 AND 297-170-066 BALLOTING FOR NPDES (Report of: Public Works Department)

Mayor Pro Tem Molina opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:
Accept public comments regarding the mail ballot proceedings for Pozgaj Frank & Maria Family Trust—Assessor Parcel Number (APN) 486-240-009 and Ridge Moreno Valley—APNs 297-170-005 and 297-170-066 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate; and

Recommendation: That the CSD:
Acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board") accept public comments regarding the mail ballot proceeding for Pozgaj Frank & Maria Family Trust—APN 486-240-009 for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

No action required.

G.3 APPROVE THE THREE-YEAR DEFICIT ELIMINATION PLAN FOR FISCALYEARS 2011/12 - 2013/14 AND DIRECT STAFF TO IMPLEMENT THE FIRST TWO YEARS OF THE PLAN IN A TWO-YEAR BUDGET FOR FISCAL YEARS 2011/12 AND 2012/13 (Report of: City Manager's Office)

Mayor Pro Tem Molina opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:

1. Approve the Three-Year Deficit Elimination Plan for Fiscal Years 2011/12 through 2013/14; and

2. Direct staff to incorporate the first two years of the plan in a proposed two-year budget for Fiscal Years 2011/12 and 2012/13 for Council consideration.

MV00197816

Motion to continue Item G3 to a Special Meeting on April 19, 2011, approved by m/Council Member William H. Batey II, s/Council Member Marcelo Co
Approved by a vote of 3-0-2, Mayor Richard A. Stewart, Council Member Robin N. Hastings absent.

G.4 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

No reports.

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS – NONE

PUBLIC COMMENTS **ON ANY SUBJECT NOT ON THE AGENDA** UNDER THE JURISDICTION OF THE CITY COUNCIL

Deanna Reader
1. Budget

Ronald Marks
1. Council comments from a previous meeting
2. Fire Flow

Pete Bleckert
1. Agenda packet

Louise Palomar
1. Skechers project

Daryl Terrell
1. Competing on the world stage

Tom Jerele, Sr.
1. Toured Administrative Center of Eastern Municipal Water District
2. Toured Skechers facility

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL,

MV00197817

COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Council Member William H. Batey II

1. Next week the top reading classes will get to see the movie Rio. The top 20 readers will be recognized in May.
2. Made a motion to close tonight's meeting in honor of Mayor Stewart's mother-in-law, Agnes R. Beyer, and condolences to the family.

Council Member Marcelo Co

1. Citizens need to come to the City Council meetings. City leaders must be made aware of what is happening in the city.
2. The cuts being implemented must be even handed.
3. Chief Curley will check on contractors taking pictures of weed abatement and charging the City.
4. People are coming to see the new Skechers building.
5. Progress and jobs are needed. There will be change, and jobs will come to the city.
6. Please support the businesses in Moreno Valley.

Mayor Pro Tem Jesse L. Molina

1. The City needs to come together.
2. The public needs to come to the City Council meetings and make their voices heard.
3. Constituents that call receive attention.
4. Adjourned the meeting in honor of Mayor Stewart's mother-in-law, Agnes R. Beyer.

CLOSED SESSION - Canceled

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:56 p.m. in honor of Mayor Stewart's mother-in-law, Agnes R. Beyer, by unanimous informal consent.

Submitted by:

_____

Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District

Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

_____

Jesse L. Molina, Mayor Pro Tem
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: April 26, 2011

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of April 6-19, 2011.

Reports on Reimbursable Activities April 6-19, 2011		
Council Member	Date	Meeting
William H. Batey II		None
Marcelo Co		None
Robin N. Hastings	4/13/11	Community Connect – Volunteer Hero Awards & Banquet
Jesse L. Molina	4/8/11	Moreno Valley Historical Society Dinner
Richard A. Stewart		None

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: April 26, 2011

TITLE: APPROVAL OF CHECK REGISTER FOR FEBRUARY, 2011

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. 2011-34, approving the Check Register for the month of February, 2011 in the amount of $10,858,661.77.

DISCUSSION

To facilitate Council's review, the Check Register lists in alphabetical order all checks in the amount of $25,000 or greater, followed by a listing in alphabetical order of all checks less than $25,000. The Check Register also includes wire transfers, thus eliminating the need for a separate wire transfer register, as well as the fiscal year-to-date (FYTD) amount paid to each vendor. This report also now includes the location that the check is mailed to, as directed by Council at the March 15, 2011 study session.

FISCAL IMPACT

The disbursements itemized in the attached Check Register are reflected in the adopted FY 2010-11 budgets. Therefore, there is no fiscal impact other than the expenditure of budgeted funds.

ATTACHMENTS/EXHIBITS

Resolution No. 2011-34
Check Register for Month of February, 2011

Prepared By:
Cynthia A. Fortune
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CHECK REGISTER FOR THE MONTH OF FEBRUARY, 2011

WHEREAS, the Financial & Administrative Services Department has prepared and provided the Check Register for the period February 1, 2011 through February 28, 2011, for review and approval by the City Council of the City of Moreno Valley; and

WHEREAS, it is in the best interest of the City that the referenced Check Register be approved.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Check Register for the period February 1, 2011 through February 28, 2011, in the total amount of $10,858,661.77 is approved.

APPROVED AND ADOPTED this 26th day of April, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2011-34 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 26th day of April, 2011 by the following vote:

AYES: Council Members Hastings, Batey, Mayor Pro Tem Molina and Mayor Stewart

NOES: None

ABSENT: Council Member Co

ABSTAIN: None

_____

CITY CLERK

(SEAL)

City of Moreno Valley

Check Register

For Period 2/1/2011 through 2/28/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

ADVANCED ELECTRIC			Remit to: **RIVERSIDE**	**CA**
2/28/2011	206570	32,775.00		
			LABOR TO RETROFIT LAMPS@C.HALL	20,075.00
			LABOR TO RETROFIT LAMPS@FS #48	2,500.00
			LABOR TO RETROFIT LAMPS@FS #65	2,700.00
			LABOR TO RETROFIT LAMPS@SR CTR	7,500.00
	Vendor Total	**32,775.00**		
FYTD for ADVANCED ELECTRIC		**41,029.60**		
AFTERSCHOOL STORE.COM			Remit to: **PALMDALE**	**CA**
2/22/2011	206441	31,910.71		
			AFTERSCHOOL SNACKS-STARS	24,390.71
			AFTERSCHOOL SNACKS-STARS	7,520.00
	Vendor Total	**31,910.71**		
FYTD for AFTERSCHOOL STORE.COM		**234,176.86**		
BEMUS LANDSCAPE, INC.			Remit to: **SAN CLEMENTE**	**CA**
2/22/2011	882146	31,821.89		
			LANDSCAPE MAINT-S AQDCT B	735.00
			LANDSCAPE MAINT-SENIOR CTR	262.50
			LANDSCAPE MAINT-N AQDCT	525.00
			LANDSCAPE MAINT-S AQDCT A	850.50
			LANDSCAPE MAINT-SCE&OLD LAKE D	1,785.00
			LANDSCAPE MAINT-PAN AM SECT	600.00
			LANDSCAPE MAINT-TREE RMVL	1,960.00
			LANDSCAPE MAINT-CFD #1	400.00
			LANDSCAPE MAINT-CFD #1	1,900.00
			LANDSCAPE MAINT-CFD #1	400.00
			LANDSCAPE MAINT-CFD #1	211.00
			LANDSCAPE MAINT-VET MEM	250.00
			LANDSCAPE MAINT-FIRE STATIONS	3,150.00
			LANDSCAPE MAINT-CITY HALL	992.56
			LANDSCAPE MAINT-STARS BLDG	300.00
			LANDSCAPE MAINT-MVU SUBSTN	630.00
			LANDSCAPE MAINT-MVU	480.00
			LANDSCAPE MAINT-LIBRARY	520.00
			LANDSCAPE MAINT-CONF & REC CTR	1,900.00
			LANDSCAPE MAINT-PSB	1,197.58
			LANDSCAPE MAINT-ANML SHLTR	520.00
			LANDSCAPE MAINT-CITY YARD	250.00
			LANDSCAPE MAINT-ANNEX 1	300.00
			LANDSCAPE MAINT-E3	10,625.00
			LANDSCAPE MAINT-E3A	1,000.00
			LANDSCAPE MAINT-E4	77.75
	Vendor Total	**31,821.89**		
FYTD for BEMUS LANDSCAPE, INC.		**382,470.98**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
C&R CONSTRUCTION GROUP INC, THE			Remit to: **LOOMIS** **CA**	
2/7/2011	206322	50,300.14		
			ALESSANDRO/INDIAN SIDEWLK PROJ	50,300.14
	Vendor Total	**50,300.14**		
FYTD for C&R CONSTRUCTION GROUP INC, THE		**50,300.14**		
COUNTY OF RIVERSIDE FIRE DEPT			Remit to: **PERRIS** **CA**	
2/28/2011	882176	3,235,192.94		
			FPARC-MV-230919,10-11,Q2	3,235,192.94
	Vendor Total	**3,235,192.94**		
FYTD for COUNTY OF RIVERSIDE FIRE DEPT		**9,709,350.68**		
DIVISION OF LABOR STANDARDS ENFORCMENT			Remit to: **LONG BEACH** **CA**	
2/7/2011	206206	42,402.64		
			CWPA PYMT-EMERG OPS CTR PROJ	42,402.64
	Vendor Total	**42,402.64**		
FYTD for DIVISION OF LABOR STANDARDS ENFORCMENT		**42,402.64**		
ECONOMIC DEVELOPMENT AGENCY			Remit to: **RIVERSIDE** **CA**	
2/14/2011	206357	33,275.00		
			LIBRARY AUTOMATION SVCS	33,275.00
	Vendor Total	**33,275.00**		
FYTD for ECONOMIC DEVELOPMENT AGENCY		**93,775.00**		
EMPLOYMENT DEVELOPMENT DEPARTMENT			Remit to:	
2/11/2011	2804	33,812.51		
			STATE INCOME TAX W/H 2/11/11	33,812.51
2/25/2011	2812	34,317.29		
			STATE INCOME TAX W/H 2/25/11	34,317.29
	Vendor Total	**68,129.80**		
FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT		**724,462.41**		
ENCO UTILITY SERVICES MORENO VALLEY LLC			Remit to: **ANAHEIM** **CA**	
2/7/2011	882015	172,666.75		
			DISTRIBUTION CHARGES	163,481.45
			SPCL/TEMP CHARGES	11,671.88
			BAD DEBT DEDUCTION	-2,660.13
			ONLINE UTILITY SVCS	173.55
2/14/2011	882105	47,709.83		
			CAP BANK REPLACEMENT-UTILITY	47,709.83
	Vendor Total	**220,376.58**		
FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC		**1,595,596.52**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FIRST AMERICAN TRUST, FSB			Remit to: **SANTA ANA** **CA**	
2/1/2011	110205	35,000.00		
			J. GONZALEZ-15736 GRANADA DR	35,000.00
2/24/2011	110218	40,000.00		
			ESCROW DEP FOR TENANT IMPV-YOC	40,000.00
	Vendor Total	**75,000.00**		
FYTD for FIRST AMERICAN TRUST, FSB		**234,906.40**		
GIBBS, GIDEN, LOCHER, TURNER & SENET LLP			Remit to: **LOS ANGELES** **CA**	
2/14/2011	882110	25,396.69		
			LEGAL SERVICES	161.75
			LEGAL SERVICES	1,154.50
			LEGAL SERVICES	769.50
			LEGAL SERVICES	17,741.39
			LEGAL SERVICES	5,569.55
	Vendor Total	**25,396.69**		
FYTD for GIBBS, GIDEN, LOCHER, TURNER & SENET LLP		**141,211.60**		
HILLCREST CONTRACTING, INC			Remit to: **CORONA** **CA**	
2/7/2011	882032	66,224.25		
			DAY ST IMPRVMNTS PROJ SVCS	66,224.25
	Vendor Total	**66,224.25**		
FYTD for HILLCREST CONTRACTING, INC		**2,603,530.00**		
INTERNAL REVENUE SERVICE			Remit to:	
2/11/2011	2803	142,534.94		
			FED INCOME TAX W/H 2/11/11	142,534.94
2/25/2011	2811	144,078.74		
			FED INCOME TAX W/H 2/25/11	144,078.74
	Vendor Total	**286,613.68**		
FYTD for INTERNAL REVENUE SERVICE		**2,355,123.93**		
LAS BRISAS ESCROW			Remit to: **RIVERSIDE** **CA**	
2/10/2011	110206	53,000.00		
			C. ODERO-26850 STORRIE LAKE DR	53,000.00
	Vendor Total	**53,000.00**		
FYTD for LAS BRISAS ESCROW		**53,000.00**		
LEAGUE OF CALIFORNIA CITIES			Remit to: **SACRAMENTO** **CA**	
2/7/2011	206236	31,636.00		
			2011 MEMBERSHIP DUES	31,636.00
	Vendor Total	**31,636.00**		
FYTD for LEAGUE OF CALIFORNIA CITIES		**31,636.00**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORENO VALLEY UTILITY			Remit to: **HEMET**	**CA**
2/14/2011	206387	51,092.30		
			ELECTRICITY	132.28
			ELECTRICITY	793.48
			ELECTRICITY	238.04
			ELECTRICITY	1,806.39
			ELECTRICITY	8,748.79
			ELECTRICITY	9,120.13
			ELECTRICITY	2,513.57
			ELECTRICITY	4,170.00
			ELECTRICITY	788.18
			ELECTRICITY	1,550.34
			ELECTRICITY	12,112.76
			ELECTRICITY	7,025.60
			ELECTRICITY	199.21
			ELECTRICITY	128.43
			ELECTRICITY	81.65
			ELECTRICITY	61.92
			ELECTRICITY	61.92
			ELECTRICITY	129.96
			ELECTRICITY	67.20
			ELECTRICITY	1,362.45
	Vendor Total	**51,092.30**		
FYTD for MORENO VALLEY UTILITY		**577,789.38**		
NOBLE AMERICAS ENERGY SOLUTIONS			Remit to: **PASADENA**	**CA**
2/7/2011	206256	64,908.00		
			ENERGY SERVICE CHARGES	150,316.86
			ENERGY SERVICE CHARGES	-170,756.11
			ENERGY SERVICE CHARGES	20,439.25
			ENERGY SERVICE CHARGES	-137,424.99
			ENERGY SERVICE CHARGES	137,424.99
			ENERGY SERVICE CHARGES	-52,978.72
			ENERGY SERVICE CHARGES	117,886.72
	Vendor Total	**64,908.00**		
FYTD for NOBLE AMERICAS ENERGY SOLUTIONS		**64,908.00**		
ORANGE COAST TITLE COMPANY			Remit to: **ONTARIO**	**CA**
2/23/2011	110217	30,800.00		
			L. GALLEGOS-13380 BAMBI CT	30,800.00
	Vendor Total	**30,800.00**		
FYTD for ORANGE COAST TITLE COMPANY		**905,658.54**		
PARSONS TRANSPORTATION GROUP, INC.			Remit to: **IRVINE**	**CA**
2/22/2011	206520	34,052.66		
			SR-60/MOR BCH DR INTRCHNG PROJ	34,052.66
	Vendor Total	**34,052.66**		
FYTD for PARSONS TRANSPORTATION GROUP, INC.		**463,466.59**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PERS HEALTH INSURANCE				Remit to: **SACRAMENTO** **CA**	
	2/8/2011	110203	212,430.18		
				EMPLOYEE HEALTH INS 2/8/11	212,430.18
	Vendor Total		**212,430.18**		
FYTD for PERS HEALTH INSURANCE			**1,602,167.82**		
PERS RETIREMENT				Remit to: **SACRAMENTO** **CA**	
	2/4/2011	2797	202,005.96		
				PERS RETIREMENT 2/4/11	202,005.96
	2/18/2011	2805	201,279.74		
				PERS RETIREMENT 2/18/11	201,279.74
	Vendor Total		**403,285.70**		
FYTD for PERS RETIREMENT			**3,378,239.49**		
RIVERSIDE CONSTRUCTION COMPANY, INC				Remit to: **RIVERSIDE** **CA**	
	2/7/2011	882066	99,450.00		
				IRONWD AVE/DAY ST-BARCLAY PROJ	99,450.00
	2/15/2011	110210	47,641.40		
				RETENTN PYMT PER ESCROW AGRMNT	47,641.40
	Vendor Total		**147,091.40**		
FYTD for RIVERSIDE CONSTRUCTION COMPANY, INC			**1,733,411.50**		
RIVERSIDE COUNTY REGISTRAR OF VOTERS				Remit to: **RIVERSIDE** **CA**	
	2/28/2011	206665	59,580.93		
				ELECTION SERVICES	59,580.93
	Vendor Total		**59,580.93**		
FYTD for RIVERSIDE COUNTY REGISTRAR OF VOTERS			**59,650.93**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RIVERSIDE COUNTY SHERIFF				Remit to: **RIVERSIDE**	**CA**
	2/14/2011	882127	2,419,139.81		
				CONTRACT LAW ENF BILL # 5	44,172.56
				CONTRACT LAW ENF BILL # 5	726.00
				CONTRACT LAW ENF BILL # 5	1,293,611.02
				CONTRACT LAW ENF BILL # 5	53,191.72
				CONTRACT LAW ENF BILL # 5	334,031.37
				CONTRACT LAW ENF BILL # 5	6,486.48
				CONTRACT LAW ENF BILL # 5	42,811.04
				CONTRACT LAW ENF BILL # 5	7,791.48
				CONTRACT LAW ENF BILL # 5	73,689.82
				CONTRACT LAW ENF BILL # 5	784.96
				CONTRACT LAW ENF BILL # 5	189,443.06
				CONTRACT LAW ENF BILL # 5	4,382.40
				CONTRACT LAW ENF BILL # 5	276,085.78
				CONTRACT LAW ENF BILL # 5	11,431.13
				CONTRACT LAW ENF BILL # 5	35,371.30
				CONTRACT LAW ENF BILL # 5	249.04
				CONTRACT LAW ENF BILL # 5	38,847.70
				CONTRACT LAW ENF BILL # 5	1,427.50
				CONTRACT LAW ENF BILL # 5	267.25
				CONTRACT LAW ENF BILL # 5	4,039.88
				CONTRACT LAW ENF BILL # 5	298.32
	Vendor Total		**2,419,139.81**		
FYTD for RIVERSIDE COUNTY SHERIFF			**17,497,671.70**		
RIVERSIDE COUNTY SHERIFF MV				Remit to: **MORENO VALLEY**	**CA**
	2/14/2011	206404	160,219.00		
				MEMBER ASSESSMENT FY 10/11	160,219.00
	Vendor Total		**160,219.00**		
FYTD for RIVERSIDE COUNTY SHERIFF MV			**175,079.24**		
SOCO GROUP, INC				Remit to: **PERRIS**	**CA**
	2/14/2011	882129	36,683.10		
				FUEL PURCHASE	5,672.03
				FUEL PURCHASE	6,877.32
				FUEL PURCHASE	5,810.01
				FUEL PURCHASE	6,474.74
				FUEL PURCHASE	5,910.13
				FUEL PURCHASE	5,938.87
	Vendor Total		**36,683.10**		
FYTD for SOCO GROUP, INC			**201,140.88**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA EDISON			Remit to: **ROSEMEAD**	**CA**
2/7/2011	206289	28,997.45		
			WDAT CHARGES-SUBSTATION	10,447.31
			WDAT CHARGES-FREDERICK	2,070.72
			WDAT CHARGES-NANDINA	3,122.51
			WDAT CHARGES-GLOBE	6,795.72
			WDAT CHARGES-GRAHAM	3,935.97
			WDAT CHARGES-IRIS	2,625.22
2/14/2011	206415	139,536.80		
			ELECTRICITY	65.72
			ELECTRICITY	314.18
			ELECTRICITY	44.02
			ELECTRICITY	920.73
			ELECTRICITY	871.23
			ELECTRICITY	1,053.06
			ELECTRICITY	2,171.93
			ELECTRICITY	96,190.71
			ELECTRICITY	36,951.08
			ELECTRICITY	502.77
			ELECTRICITY	130.68
			ELECTRICITY	22.04
			ELECTRICITY	24.36
			ELECTRICITY	70.14
			ELECTRICITY	70.00
			ELECTRICITY	89.13
			ELECTRICITY	45.02
2/22/2011	206538	31,618.24		
			ELECTRICITY	511.16
			ELECTRICITY	191.56
			ELECTRICITY	23.06
			ELECTRICITY	5,717.25
			ELECTRICITY	756.20
			ELECTRICITY	149.89
			ELECTRICITY	2,578.61
			ELECTRICITY	19.24
			ELECTRICITY	2,203.51
			ELECTRICITY	531.96
			ELECTRICITY	1,646.64
			ELECTRICITY	556.67
			ELECTRICITY	715.83
			ELECTRICITY	235.12
			ELECTRICITY	4,204.04
			ELECTRICITY	1,017.99
			ELECTRICITY	1,246.23
			ELECTRICITY	21.84
			ELECTRICITY	201.75
			ELECTRICITY	5,544.95
			ELECTRICITY	1,778.69
			ELECTRICITY	272.24
			ELECTRICITY	433.87
			ELECTRICITY	664.72
			ELECTRICITY	203.44
			ELECTRICITY	191.78

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
	Vendor Total	200,152.49		
FYTD for SOUTHERN CALIFORNIA EDISON		1,966,055.16		
SOUTHERN CALIFORNIA EDISON CO.			Remit to: **ROMOLAND**	**CA**
2/7/2011	206292	56,569.56		
			LINE EXTENSION-NASON/ELDER SIG	56,569.56
	Vendor Total	56,569.56		
FYTD for SOUTHERN CALIFORNIA EDISON CO.		57,120.17		
STANDARD INSURANCE CO			Remit to: **PORTLAND**	**OR**
2/22/2011	206540	30,183.70		
			LIFE & DISABILITY INSURANCE	11,757.33
			LIFE & DISABILITY INSURANCE	18,331.65
			LIFE & DISABILITY INSURANCE	94.72
	Vendor Total	30,183.70		
FYTD for STANDARD INSURANCE CO		261,924.70		
STEWART TITLE OF CALIFORNIA			Remit to: **IRVINE**	**CA**
2/15/2011	110215	35,262.00		
			ACQ & ESCROW-14739 PERRIS BLVD	35,262.00
	Vendor Total	35,262.00		
FYTD for STEWART TITLE OF CALIFORNIA		419,518.56		
STK ARCHITECTURE, INC.			Remit to: **SAN JACINTO**	**CA**
2/28/2011	882197	46,482.02		
			MORRISON PRK FIRE STATION PROJ	46,482.02
	Vendor Total	46,482.02		
FYTD for STK ARCHITECTURE, INC.		317,222.19		
U.S. BANK/CALCARDS			Remit to: **ST. LOUIS**	**MO**
2/1/2011	110204	119,812.31		
			CALCARD PYMT CYCLE END 1/24/11	119,812.31
2/17/2011	110216	51,971.50		
			CALCARD PYMT CYCLE END 02/07/1	51,971.50
	Vendor Total	171,783.81		
FYTD for U.S. BANK/CALCARDS		1,293,128.81		
UNITED CONTRACTORS COMPANY INC.			Remit to: **ANAHEIM**	**CA**
2/7/2011	882083	58,733.14		
			RETENT-STOP NOTICE RLS/RBRTSON	5,193.00
			CWPA FUNDS RELEASED PER AGRMNT	53,540.14
	Vendor Total	58,733.14		
FYTD for UNITED CONTRACTORS COMPANY INC.		1,061,053.50		

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WELLS FARGO CORPORATE TRUST				Remit to: **LOS ANGELES** **CA**	
	2/24/2011	110219	977,202.57		
				DEBT SERVICE-SPECIAL TAXES	977,202.57
	Vendor Total		**977,202.57**		
FYTD for WELLS FARGO CORPORATE TRUST			**6,757,269.18**		
	Subtotal		**9,479,707.69**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)

CHECKS LESS THAN $25,000

P&P UNIFORMS				Remit to: **RIVERSIDE**	**CA**
	2/28/2011	206566	345.76		
				UNIFORMS-FIRE PREV	345.76
	Vendor Total		**345.76**		
FYTD for P&P UNIFORMS			**345.76**		
THIRTY - SEVEN MORENO VALLEY, LLC				Remit to: **ALISO VIEJO**	**CA**
	2/14/2011	206323	57.00		
				REFUND-BUS LIC OVRPMT	57.00
	Vendor Total		**57.00**		
FYTD for THIRTY - SEVEN MORENO VALLEY, LLC			**57.00**		
4G WIRELESS, INC				Remit to: **IRVINE**	**CA**
	2/22/2011	206437	51.00		
				REFUND-BUS LIC OVRPMT	51.00
	Vendor Total		**51.00**		
FYTD for 4G WIRELESS, INC			**51.00**		
A & I REPROGRAPHICS	**2406362**			Remit to: **ALHAMBRA**	**CA**
	2/7/2011	206167	2,695.10		
				RPRGRPHC SVCS-PAVEMNT RESURF.	1,145.67
				RPRGRPHC SVCS-PAVEMNT RESURF.	771.58
				RPRGRPHC SVCS-SR60/NASON PROJ	777.85
	2/22/2011	206438	282.97		
				RPRGRPHC SVCS-PERRIS BL WIDEN	282.97
	Vendor Total		**2,978.07**		
FYTD for A & I REPROGRAPHICS	**2406362**		**23,997.34**		
A A A PAVING COMPNAY				Remit to: **RIALTO**	**CA**
	2/7/2011	206168	81.93		
				REFUND-BUS LIC OVRPMT	81.93
	Vendor Total		**81.93**		
FYTD for A A A PAVING COMPNAY			**81.93**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ACCOUNTEMPS				Remit to: **SAN FRANCISCO** **CA**	
	2/7/2011	206169	5,749.98		
				TEMP SVCS-V ARGUTA W/E 12/31	1,476.54
				TEMP SVCS-V ARGUTA W/E 1/07	2,016.05
				TEMP SVCS-V ARGUTA W/E 1/14	2,214.81
				TEMP SVCS-V ARGUTA W/E 1/07	42.58
	2/14/2011	206324	3,875.91		
				TEMP SVCS-V ARGUTA W/E 1/21	1,661.10
				TEMP SVCS-V ARGUTA W/E 1/28	2,214.81
	2/28/2011	206567	2,214.81		
				TEMP SVCS-V ARGUTA W/E 2/4/11	2,214.81
	Vendor Total		**11,840.70**		
FYTD for ACCOUNTEMPS			**18,996.15**		
ACE CASH EXPRESS #4181				Remit to: **IRVING** **TX**	
	2/7/2011	206170	82.29		
				REFUND-BUS LIC OVRPMT	82.29
	Vendor Total		**82.29**		
FYTD for ACE CASH EXPRESS #4181			**82.29**		
ACE FOOTWARE				Remit to: **VAN NUYS** **CA**	
	2/28/2011	206568	20.67		
				REFUND-BUS LIC OVRPMT	20.67
	Vendor Total		**20.67**		
FYTD for ACE FOOTWARE			**20.67**		
ADAMS, MARK L.				Remit to: **REDLANDS** **CA**	
	2/7/2011	881997	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for ADAMS, MARK L.			**2,549.84**		
ADLERHORST INTERNATIONAL INC.				Remit to: **RIVERSIDE** **CA**	
	2/7/2011	881998	283.34		
				K-9 TRAINING-PD	283.34
	2/14/2011	882095	36.98		
				MISC EQUIPMENT-PD K9	36.98
	Vendor Total		**320.32**		
FYTD for ADLERHORST INTERNATIONAL INC.			**19,177.41**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ADMINSURE				Remit to: **DIAMOND BAR** **CA**	
	2/14/2011	206325	2,600.00		
				WRKMNS COMP ADMIN SVCS	2,600.00
	Vendor Total		**2,600.00**		
FYTD for ADMINSURE			**20,800.00**		
ADRIANA'S INSURANCE				Remit to: **MORENO VALLEY** **CA**	
	2/28/2011	206569	20.00		
				REFUND-BUS LIC OVRPMT	20.00
	Vendor Total		**20.00**		
FYTD for ADRIANA'S INSURANCE			**20.00**		
ADT SECURITY SERVICES				Remit to: **RIVERSIDE** **CA**	
	2/22/2011	206439	373.00		
				REFUND-FIRE FEES	352.00
				REFUND-FIRE FEES	21.00
	Vendor Total		**373.00**		
FYTD for ADT SECURITY SERVICES			**373.00**		
ADVANCED ELECTRIC				Remit to: **RIVERSIDE** **CA**	
	2/7/2011	206171	963.00		
				INSTALLATION SVCS-PD	142.00
				INSTALLATION SVCS-PD	821.00
	2/22/2011	206440	50.00		
				REFUND-BUS LIC OVRPMT	50.00
	Vendor Total		**1,013.00**		
FYTD for ADVANCED ELECTRIC			**41,029.60**		
AEI-CASC ENGINEERING				Remit to: **COLTON** **CA**	
	2/14/2011	882096	650.00		
				DAY ST IMPRVMNTS PROJ SVCS	650.00
	2/22/2011	882140	311.00		
				CONSULTING SVCS-WQMP	311.00
	Vendor Total		**961.00**		
FYTD for AEI-CASC ENGINEERING			**11,259.04**		
AHLERS, ROSCEAL				Remit to: **HEMET** **CA**	
	2/14/2011	206326	190.00		
				INSTRUCTION SVCS-5 DAYS	190.00
	Vendor Total		**190.00**		
FYTD for AHLERS, ROSCEAL			**798.00**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
AIR CLEANING SYSTEMS INC.			Remit to: **POMONA** **CA**	
2/7/2011	881999	195.00		
			MAINT SERVICES-FS#91	195.00
2/14/2011	882097	274.39		
			PLYMOVENT MAINT-FIRE	170.00
			PLYMOVENT MAINT-FIRE	104.39
Vendor Total		**469.39**		
FYTD for AIR CLEANING SYSTEMS INC.		**3,848.60**		
AIRPLUS OF CALIFORNIA, INC			Remit to: **CORONA** **CA**	
2/7/2011	206172	12.77		
			REFUND-BUS LIC OVRPMT	12.77
Vendor Total		**12.77**		
FYTD for AIRPLUS OF CALIFORNIA, INC		**12.77**		
ALBERTO, MARCELINO			Remit to: **MORENO VALLEY** **CA**	
2/28/2011	206571	30.00		
			REFUND-FALSE ALARM	30.00
Vendor Total		**30.00**		
FYTD for ALBERTO, MARCELINO		**30.00**		
ALICE R. PAREDES AND CARLOS ORNELAS			Remit to: **MORENO VALLEY** **CA**	
2/7/2011	206173	16,500.00		
			MOBILEHOME ACQUIS. PER AGRMNT	9,000.00
			PURCHASE PRICE DIFFERENTIAL	7,500.00
Vendor Total		**16,500.00**		
FYTD for ALICE R. PAREDES AND CARLOS ORNELAS		**18,650.00**		
ALICEA, RICHARD			Remit to: **MORENO VALLEY** **CA**	
2/14/2011	206327	149.04		
			MILEAGE REIMBURSEMENT	45.00
			MILEAGE REIMBURSEMENT	104.04
Vendor Total		**149.04**		
FYTD for ALICEA, RICHARD		**803.04**		
ALL DISCOUNT INSURANCE SERVICE, INC.			Remit to: **MORENO VALLEY** **CA**	
2/22/2011	206442	43.50		
			REFUND-BUS LIC OVRPMT	43.50
Vendor Total		**43.50**		
FYTD for ALL DISCOUNT INSURANCE SERVICE, INC.		**43.50**		

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ALLIANCE BUS LINES INC				Remit to: **ONTARIO** **CA**	
	2/14/2011	206328	759.90		
				TRANSPORTATION SVCS-STARS	379.95
				TRANSPORTATION SVCS-STARS	379.95
	2/22/2011	206443	3,418.60		
				TRANSPORTATION SVCS-STARS	379.95
				TRANSPORTATION SVCS-STARS	379.95
				TRANSPORTATION SVCS-STARS	379.95
				TRANSPORTATION SVCS-STARS	379.95
				TRANSPORTATION SVCS-STARS	379.95
				TRANSPORTATION SVCS-STARS	379.95
				TRANSPORTATION SVCS-STARS	379.00
				TRANSPORTATION SVCS-STARS	379.95
				TRANSPORTATION SVCS-STARS	379.95
	Vendor Total		**4,178.50**		
FYTD for ALLIANCE BUS LINES INC			**11,287.77**		
ALLIANZ LIFE INSURANCE CO				Remit to: **NEWARK** **NJ**	
	2/14/2011	206329	75.00		
				NON-EXEMPT ANNUITY	75.00
	Vendor Total		**75.00**		
FYTD for ALLIANZ LIFE INSURANCE CO			**600.00**		
ALLIED BARTON SECURITY SERVICES, LP				Remit to: **CONSHOHOCKEN** **PA**	
	2/22/2011	206444	40.43		
				REFUND-BUS LIC OVRPMT	40.43
	Vendor Total		**40.43**		
FYTD for ALLIED BARTON SECURITY SERVICES, LP			**40.43**		
ALMETEK				Remit to: **HACKETTSTOWN** **NJ**	
	2/7/2011	206174	4,629.80		
				PAINTED MARKER-RECYCLING PRGM	4,070.00
				CAULK ADHESIVE-RECYCLING PRGM	184.80
				SHIPPING-RECYCLING PRGM	375.00
				SALES TAX-RECYCLING PRGM	372.30
				SALES TAX ACCRUAL-RECYCLING PR	-372.30
	Vendor Total		**4,629.80**		
FYTD for ALMETEK			**4,629.80**		

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AMERICAN FORENSIC NURSES			Remit to: **PALM SPRINGS**	**CA**
2/7/2011	882000	862.68		
			BLOOD DRAWS-PD	41.08
			BLOOD DRAWS-PD	821.60
2/22/2011	882141	82.16		
			BLOOD DRAWS-PD	82.16
2/28/2011	882173	2,043.60		
			BLOOD DRAWS-PD	82.16
			BLOOD DRAWS-PD	41.08
			BLOOD DRAWS-PD	1,920.36
	Vendor Total	**2,988.44**		
FYTD for AMERICAN FORENSIC NURSES		**20,631.86**		
AMERICAN PERSONNEL SERVICE, #1419			Remit to: **BREA**	**CA**
2/28/2011	206572	42.53		
			REFUND-BUS LIC OVRPMT	42.53
	Vendor Total	**42.53**		
FYTD for AMERICAN PERSONNEL SERVICE, #1419		**42.53**		
AMERICAN QUICK PRINTING			Remit to: **MORENO VALLEY**	**CA**
2/7/2011	882001	2,175.00		
			DOOR NOTICES-ANML CNTRL	2,000.00
			DOOR NOTICES-ANML CNTRL	175.00
	Vendor Total	**2,175.00**		
FYTD for AMERICAN QUICK PRINTING		**2,412.08**		
AMERICAN TOWERS			Remit to: **CHARLOTTE**	**NC**
2/7/2011	206175	2,573.48		
			LEASE AGREEMENT	2,573.48
	Vendor Total	**2,573.48**		
FYTD for AMERICAN TOWERS		**12,867.40**		
AMERIGAS PROPANE LP			Remit to: **BLOOMINGTON**	**CA**
2/22/2011	206445	218.69		
			PROPANE PURCHASE-FS#6	218.69
	Vendor Total	**218.69**		
FYTD for AMERIGAS PROPANE LP		**268.72**		
AMTECH ELEVATOR SERVICES			Remit to: **ANAHEIM**	**CA**
2/7/2011	206176	121.92		
			ELEVATOR SVC-CITY HALL	121.92
	Vendor Total	**121.92**		
FYTD for AMTECH ELEVATOR SERVICES		**1,393.61**		

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ANDREWS INTERNATIONAL, INC			Remit to: **NEW YORK** **NY**	
2/28/2011	206573	50.50		
			REFUND-BUS LIC OVRPMT	50.50
Vendor Total		**50.50**		
FYTD for ANDREWS INTERNATIONAL, INC		**50.50**		
ANGELA NAILS & SPA			Remit to: **MORENO VALLEY** **CA**	
2/28/2011	206574	82.69		
			REFUND-BUS LIC OVRPMT	82.69
Vendor Total		**82.69**		
FYTD for ANGELA NAILS & SPA		**82.69**		
ANIMAL EMERGENCY CLINIC, INC.			Remit to: **GRAND TERRACE** **CA**	
2/22/2011	882142	490.00		
			EMERGENCY VET SVCS-ANML SHLTR	415.00
			EMERGENCY VET SVCS-ANML SHLTR	75.00
Vendor Total		**490.00**		
FYTD for ANIMAL EMERGENCY CLINIC, INC.		**1,910.00**		
ANIMAL PEST MANAGEMENT SERVICES, INC.			Remit to: **CHINO** **CA**	
2/22/2011	206446	440.00		
			PEST CNTRL SVC-CFD #1	160.00
			PEST CNTRL SVC-GOLF COURSE	180.00
			PEST CNTRL SVC-STARS BLDG	100.00
2/28/2011	206575	1,350.00		
			PEST CNTRL SVC-PARKS	665.00
			PEST CNTRL SVC-PARKS	255.00
			PEST CNTRL SVC-MARCH FLDS	330.00
			PEST CNTRL SVC-PAL	100.00
Vendor Total		**1,790.00**		
FYTD for ANIMAL PEST MANAGEMENT SERVICES, INC.		**14,320.00**		
ARCHIVE MANAGEMENT SERVICE			Remit to: **RIVERSIDE** **CA**	
2/22/2011	882143	1,318.60		
			OFF SITE STORAGE-CITY CLERKS	1,318.60
Vendor Total		**1,318.60**		
FYTD for ARCHIVE MANAGEMENT SERVICE		**11,171.97**		
ARDA, VALERIANO JR.			Remit to: **MORENO VALLEY** **CA**	
2/28/2011	206576	20.00		
			REFUND-RABIES DEP	20.00
Vendor Total		**20.00**		
FYTD for ARDA, VALERIANO JR.		**20.00**		

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ARROWHEAD WATER				Remit to: **COLTON** **CA**	
	2/7/2011	206177	250.00		
				WATER PURIF RNTL-ANML SHLTR	50.00
				WATER PURIF RNTL-ANML SHLTR	50.00
				WATER PURIF RNTL-SENIOR CTR	25.00
				WATER PURIF RNTL-SPCL DIST	25.00
				WATER PURIF RNTL-TS ANNX	25.00
				WATER PURIF RNTL-FACILITIES	25.00
				WATER PURIF RNTL-CONF & REC CT	25.00
				WATER PURIF RNTL-EOC	25.00
	2/14/2011	206330	25.00		
				WATER PURIF RNTL-STARS	25.00
	2/28/2011	206577	340.78		
				WATER PURIF RNTL-CITY HALL	125.01
				WATER PURIF RNTL-CITY YARD	25.00
				WATER PURIF RNTL-TRFFC TRLR	25.00
				WATER PURIF RNTL-LIBRARY	25.00
				WATER PURIF RNTL-FS #6	25.00
				WATER PURIF RNTL-FS #48	25.00
				WATER PURIF RNTL-FS #2	25.00
				WATER PURIF RNTL-FS #58	15.77
				WATER PURIF RNTL-FS #91	25.00
				WATER PURIF RNTL-FS #65	25.00
	Vendor Total		**615.78**		
FYTD for ARROWHEAD WATER			**4,802.84**		
ARTIE FIELDS				Remit to: **SALINAS** **CA**	
	2/28/2011	206578	716.20		
				EXPENSE REIMBURSEMENT	716.20
	Vendor Total		**716.20**		
FYTD for ARTIE FIELDS			**716.20**		
ARTISTIC MAINTENACE, INC				Remit to: **LAKE FOREST** **CA**	
	2/28/2011	206579	57.95		
				REFUND-BUS LIC OVRPMT	57.95
	Vendor Total		**57.95**		
FYTD for ARTISTIC MAINTENACE, INC			**57.95**		
ASG FACILITY				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206178	384.00		
				INSTRUCTOR SVCS-MARTIAL ARTS	80.00
				INSTRUCTOR SVCS-BOXING	60.00
				INSTRUCTOR SVCS-JIU JITSU	136.00
				INSTRUCTOR SVCS-WRESTLING	48.00
				INSTRUCTOR SVCS-BOXING	60.00
	Vendor Total		**384.00**		
FYTD for ASG FACILITY			**2,261.60**		

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ASIAN IMPORT MARKET				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206179	91.32		
				REFUND-BUS LIC OVRPMT	91.32
	Vendor Total		**91.32**		
FYTD for ASIAN IMPORT MARKET			**91.32**		
AT&T MOBILITY				Remit to: **CAROL STREAM** **IL**	
	2/28/2011	206580	91.98		
				CELL PHONE SVCS-PD MBL COMM	91.98
	Vendor Total		**91.98**		
FYTD for AT&T MOBILITY			**826.76**		
AT&T/MCI				Remit to: **WEST SACRAMENTO** **CA**	
	2/7/2011	206180	183.36		
				COMMUNICATION SVCS-PD	183.36
	2/28/2011	206581	183.36		
				COMMUNICATION SVCS-PD	183.36
	Vendor Total		**366.72**		
FYTD for AT&T/MCI			**1,651.38**		
ATOM, INC				Remit to: **HEMET** **CA**	
	2/28/2011	206582	12,581.10		
				SUNNYMD BLVD PAVEMNT RESURF.	12,581.10
	Vendor Total		**12,581.10**		
FYTD for ATOM, INC			**12,581.10**		
AUNTIE ANNE'S PRETZELS				Remit to: **GLENDALE** **CA**	
	2/7/2011	206181	67.02		
				REFUND-BUS LIC OVRPMT	67.02
	Vendor Total		**67.02**		
FYTD for AUNTIE ANNE'S PRETZELS			**67.02**		
AURE, MARK & DAISY				Remit to: **MORENO VALLEY** **CA**	
	2/22/2011	206447	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for AURE, MARK & DAISY			**20.00**		
AUTOMATIC STOREFRONT SERVICE, INC.				Remit to: **CHINO** **CA**	
	2/14/2011	206331	841.36		
				DOOR REPAIR-CNCL CHMBRS	841.36
	Vendor Total		**841.36**		
FYTD for AUTOMATIC STOREFRONT SERVICE, INC.			**1,928.24**		

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AXIS APPAREL				Remit to: **MORENO VALLEY** **CA**	
	2/22/2011	206565	2,001.00		
				STAFF SHIRTS-STARS	2,001.00
	Vendor Total		**2,001.00**		
FYTD for AXIS APPAREL			**5,442.94**		
AYALA, NANNERL A.				Remit to: **RIVERSIDE** **CA**	
	2/28/2011	206583	218.29		
				REIMB-MMASC WINTER FORUM CONF.	65.79
				PER DIEM-USED OIL/HHW TRN/CONF	152.50
	Vendor Total		**218.29**		
FYTD for AYALA, NANNERL A.			**485.46**		
BACHER, GRACE				Remit to: **HEMET** **CA**	
	2/7/2011	206182	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for BACHER, GRACE			**2,471.06**		
BAKER CORP				Remit to: **SEAL BEACH** **CA**	
	2/28/2011	206584	34.66		
				REFUND-BUS LIC OVRPMT	34.66
	Vendor Total		**34.66**		
FYTD for BAKER CORP			**34.66**		
BALANCIER, EARL				Remit to: **PERRIS** **CA**	
	2/22/2011	206448	608.00		
				INSTRUCTION SVCS-16 DAYS	608.00
	Vendor Total		**608.00**		
FYTD for BALANCIER, EARL			**608.00**		
BANK OF AMERICA, N.A.				Remit to: **CHARLOTTE** **NC**	
	2/22/2011	206449	30.00		
				REFUND-DUP FALSE ALARM FEE	30.00
	Vendor Total		**30.00**		
FYTD for BANK OF AMERICA, N.A.			**60.00**		
BAO, TRAN THINH				Remit to: **RIVERSIDE** **CA**	
	2/14/2011	206332	429.50		
				REFUND-CITATION FEE	429.50
	Vendor Total		**429.50**		
FYTD for BAO, TRAN THINH			**429.50**		

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BARNES, DARLENE				Remit to: **CHERRY VALLEY** **CA**	
	2/7/2011	882002	119.73		
				RETIREE MED JAN '11	119.73
	2/28/2011	206585	0.00		
				JUNE'09 RETIREE MED BENEFIT	110.82
				VOIDED CHECK #206585 ON2/28/11	-110.82
	Vendor Total		**119.73**		
FYTD for BARNES, DARLENE			**1,035.73**		
BARON POOL PLASTERING OF SO. CA.				Remit to: **SAN BERNARDINO** **CA**	
	2/28/2011	206586	225.33		
				REFUND-BUS LIC OVRPMT	225.33
	Vendor Total		**225.33**		
FYTD for BARON POOL PLASTERING OF SO. CA.			**225.33**		
BARR, WILLIAM OR LILLIE M.				Remit to: **MORENO VALLEY** **CA**	
	2/28/2011	206587	15.89		
				REFUND-CITATION OVRPMT	15.89
	Vendor Total		**15.89**		
FYTD for BARR, WILLIAM OR LILLIE M.			**15.89**		
BARWINSKI, CHRISTOPHER				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206183	70.00		
				SPORTS OFFICIATING SVCS	70.00
	Vendor Total		**70.00**		
FYTD for BARWINSKI, CHRISTOPHER			**857.50**		
BASIC BACKFLOW				Remit to: **SAN BERNARDINO** **CA**	
	2/7/2011	206321	120.00		
				BACKFLOW TESTING-PARKS	90.00
				BACKFLOW TESTING-PARKS	30.00
	2/22/2011	882145	240.00		
				BACKFLOW TESTING-PARKS	240.00
	Vendor Total		**360.00**		
FYTD for BASIC BACKFLOW			**1,632.56**		
BEAR VALLEY CLEANERS				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206184	94.03		
				REFUND-BUS LIC OVRPMT	94.03
	Vendor Total		**94.03**		
FYTD for BEAR VALLEY CLEANERS			**94.03**		

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BEAZER HOMES				Remit to: **BREA** **CA**	
	2/14/2011	206333	485.78		
				REFUND-BUS LIC OVRPMT	485.78
	Vendor Total		**485.78**		
FYTD for BEAZER HOMES			**485.78**		
BECKNER, PATRICK				Remit to: **MURRIETA** **CA**	
	2/7/2011	206185	1,313.32		
				RETIREE MED AUG '10-JAN '11	1,313.32
	Vendor Total		**1,313.32**		
FYTD for BECKNER, PATRICK			**2,013.93**		
BEMUS LANDSCAPE, INC.				Remit to: **SAN CLEMENTE** **CA**	
	2/28/2011	882174	16,018.60		
				LANDSCAPE MAINT-E4	15,650.96
				LANDSCAPE MAINT-E4A	367.64
	Vendor Total		**16,018.60**		
FYTD for BEMUS LANDSCAPE, INC.			**382,470.98**		
BENESYST, INC.				Remit to: **MINNEAPOLIS** **MN**	
	2/28/2011	206588	413.12		
				FLEX ADMIN SVCS-HR	208.12
				COBRA ADMIN SVCS-HR	205.00
	Vendor Total		**413.12**		
FYTD for BENESYST, INC.			**4,892.80**		
BENITEZ, EDGAR				Remit to: **MORENO VALLEY** **CA**	
	2/28/2011	206589	100.00		
				REFUND-CITATION DISMISSED	100.00
	Vendor Total		**100.00**		
FYTD for BENITEZ, EDGAR			**100.00**		
BESAM U S, INC				Remit to: **MONROE** **NC**	
	2/22/2011	206450	60.34		
				REFUND-BUS LIC OVRPMT	60.34
	Vendor Total		**60.34**		
FYTD for BESAM U S, INC			**60.34**		
BEST CALIFORNIA GAS, LTD, #353				Remit to: **SANTA FE SPRING** **CA**	
	2/28/2011	206590	73.74		
				REFUND-BUS LIC OVRPMT	73.74
	Vendor Total		**73.74**		
FYTD for BEST CALIFORNIA GAS, LTD, #353			**73.74**		

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BIO-TOX LABORATORIES				Remit to: **RIVERSIDE** **CA**	
	2/7/2011	206186	7,535.46		
				TOXICOLOGY TESTING-PD	1,237.36
				TOXICOLOGY TESTING-PD	6,298.10
	Vendor Total		**7,535.46**		
FYTD for BIO-TOX LABORATORIES			**44,374.69**		
BLAIR, CHERYL				Remit to: **RIVERSIDE** **CA**	
	2/22/2011	206451	297.00		
				INSTRUCTOR SVCS-BELLY DANCING	270.00
				INSTRUCTOR SVCS-BELLY DANCING	27.00
	Vendor Total		**297.00**		
FYTD for BLAIR, CHERYL			**1,674.00**		
BLINDS 4 LESS				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206187	55.75		
				REFUND-BUS LIC OVRPMT	55.75
	Vendor Total		**55.75**		
FYTD for BLINDS 4 LESS			**892.43**		
BOBO II, FELIX				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	206334	92.31		
				MILEAGE REIMBURSEMENT	92.31
	Vendor Total		**92.31**		
FYTD for BOBO II, FELIX			**907.81**		
BOSE, TIFFANY				Remit to: **CORONA** **CA**	
	2/28/2011	206591	53.55		
				MILEAGE REIMBURSEMENT	53.55
	Vendor Total		**53.55**		
FYTD for BOSE, TIFFANY			**53.55**		
BOY SCOUTS OF AMERICA				Remit to: **REDLANDS** **CA**	
	2/22/2011	206452	615.00		
				REFUND-RNTL DEP 2/5/11	615.00
	Vendor Total		**615.00**		
FYTD for BOY SCOUTS OF AMERICA			**615.00**		
BRAY, JR., LYLE DEAN				Remit to: **CORONA** **CA**	
	2/14/2011	206335	266.00		
				INSTRUCTION SVCS-7 DAYS	266.00
	Vendor Total		**266.00**		
FYTD for BRAY, JR., LYLE DEAN			**266.00**		

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BRINTLE, AMBER				Remit to: **PERRIS** **CA**	
	2/22/2011	206453	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for BRINTLE, AMBER			**20.00**		
BROADSTONE VISTAS, LLC				Remit to: **PHOENIX** **AZ**	
	2/22/2011	206454	30.00		
				REFUND-FALSE ALARM	30.00
	Vendor Total		**30.00**		
FYTD for BROADSTONE VISTAS, LLC			**60.00**		

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BRODART CO.				Remit to: **WILLIAMSPORT** **PA**	
	2/7/2011	882004	3,297.43		
				MISC BOOKS-LIBRARY	50.30
				MISC BOOKS-LIBRARY	559.42
				MISC BOOKS-LIBRARY	79.82
				MISC BOOKS-LIBRARY	436.60
				MISC BOOKS-LIBRARY	38.65
				MISC BOOKS-LIBRARY	43.14
				MISC BOOKS-LIBRARY	190.31
				MISC BOOKS-LIBRARY	21.98
				MISC BOOKS-LIBRARY	85.03
				MISC BOOKS-LIBRARY	87.37
				MISC BOOKS-LIBRARY	21.96
				MISC BOOKS-LIBRARY	20.79
				MISC BOOKS-LIBRARY	114.18
				MISC BOOKS-LIBRARY	274.12
				MISC BOOKS-LIBRARY	452.69
				MISC BOOKS-LIBRARY	52.48
				MISC BOOKS-LIBRARY	21.38
				MISC BOOKS-LIBRARY	70.45
				MISC BOOKS-LIBRARY	23.85
				MISC BOOKS-LIBRARY	25.31
				MISC BOOKS-LIBRARY	29.41
				MISC BOOKS-LIBRARY	126.08
				MISC BOOKS-LIBRARY	39.57
				MISC BOOKS-LIBRARY	139.62
				MISC BOOKS-LIBRARY	43.23
				MISC BOOKS-LIBRARY	249.69
	2/14/2011	882098	51.35		
				MISC BOOKS-LIBRARY	29.37
				MISC BOOKS-LIBRARY	21.98
	2/22/2011	882147	658.53		
				MISC BOOKS-LIBRARY	38.61
				MISC BOOKS-LIBRARY	18.36
				MISC BOOKS-LIBRARY	43.74
				MISC BOOKS-LIBRARY	167.83
				MISC BOOKS-LIBRARY	91.53
				MISC BOOKS-LIBRARY	185.68
				MISC BOOKS-LIBRARY	83.41
				MISC BOOKS-LIBRARY	29.37
	Vendor Total		**4,007.31**		
FYTD for BRODART CO.			**28,632.57**		
BUCKINGHAM PROPERTY MANAGEMENT				Remit to: **FRESNO** **CA**	
	2/7/2011	206188	34.88		
				REFUND-BUS LIC OVRPMT	34.88
	Vendor Total		**34.88**		
FYTD for BUCKINGHAM PROPERTY MANAGEMENT			**34.88**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BUCKINGHAM, STAN				Remit to: **TEMECULA** **CA**	
	2/7/2011	206189	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for BUCKINGHAM, STAN			**2,549.84**		
BURKE, WILLIAMS & SORENSEN, LLP.				Remit to: **LOS ANGELES** **CA**	
	2/7/2011	882005	20,371.96		
				LEGAL SERVICES	927.50
				LEGAL SERVICES	19,369.46
				LEGAL SERVICES	75.00
	Vendor Total		**20,371.96**		
FYTD for BURKE, WILLIAMS & SORENSEN, LLP.			**41,671.50**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BWI - BOOK WHOLESALERS, INC.			Remit to: **MCHENRY**	**IL**
2/7/2011	206190	261.89		
			MISC BOOKS-LIBRARY	158.38
			MISC BOOKS-LIBRARY	31.32
			MISC BOOKS-LIBRARY	72.19
2/14/2011	206337	1,074.00		
			MISC BOOKS-LIBRARY LTRCY BAG	110.08
			MISC BOOKS-LIBRARY LTRCY BAG	56.30
			MISC BOOKS-LIBRARY LTRCY BAG	48.64
			MISC BOOKS-LIBRARY LTRCY BAG	81.02
			MISC BOOKS-LIBRARY LTRCY BAG	72.82
			MISC BOOKS-LIBRARY LTRCY BAG	78.59
			MISC BOOKS-LIBRARY LTRCY BAG	83.94
			MISC BOOKS-LIBRARY LTRCY BAG	35.27
			MISC BOOKS-LIBRARY LTRCY BAG	76.01
			MISC BOOKS-LIBRARY LTRCY BAG	42.66
			MISC BOOKS-LIBRARY LTRCY BAG	71.99
			MISC BOOKS-LIBRARY LTRCY BAG	21.83
			MISC BOOKS-LIBRARY LTRCY BAG	30.81
			MISC BOOKS-LIBRARY LTRCY BAG	86.15
			MISC BOOKS-LIBRARY LTRCY BAG	21.85
			MISC BOOKS-LIBRARY LTRCY BAG	14.09
			MISC BOOKS-LIBRARY LTRCY BAG	16.12
			MISC BOOKS-LIBRARY LTRCY BAG	9.85
			MISC BOOKS-LIBRARY LTRCY BAG	12.70
			MISC BOOKS-LIBRARY LTRCY BAG	9.24
			MISC BOOKS-LIBRARY LTRCY BAG	7.03
			MISC BOOKS-LIBRARY LTRCY BAG	3.52
			MISC BOOKS-LIBRARY LTRCY BAG	15.49
			MISC BOOKS-LIBRARY LTRCY BAG	25.77
			MISC BOOKS-LIBRARY LTRCY BAG	14.79
			MISC BOOKS-LIBRARY LTRCY BAG	4.94
			MISC BOOKS-LIBRARY LTRCY BAG	2.77
			MISC BOOKS-LIBRARY LTRCY BAG	10.58
			MISC BOOKS-LIBRARY LTRCY BAG	9.15
2/22/2011	206455	493.40		
			MISC BOOKS-LIBRARY	248.86
			MISC BOOKS-LIBRARY	12.02
			MISC BOOKS-LIBRARY	78.14
			MISC BOOKS-LIBRARY	54.68
			MISC BOOKS-LIBRARY	99.70
	Vendor Total	**1,829.29**		
FYTD for BWI - BOOK WHOLESALERS, INC.		**16,441.82**		
C & C GRADING & PAVING, INC			Remit to: **TEMECULA**	**CA**
2/22/2011	206456	69.00		
			REFUND-BUS LIC OVRPMT	69.00
	Vendor Total	**69.00**		
FYTD for C & C GRADING & PAVING, INC		**69.00**		

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C L S LANDSCAPE MANAGEMENT, INC			Remit to: **CHINO** **CA**	
2/28/2011	206592	34.73		
			REFUND-BUS LIC OVRPMT	34.73
Vendor Total		**34.73**		
FYTD for C L S LANDSCAPE MANAGEMENT, INC		**34.73**		
CA STATE DIV INTL ASSO FOR INDENTIFICATN			Remit to: **ROSEVILLE** **CA**	
2/28/2011	206593	90.00		
			MEMBERSHIP RENEWAL	45.00
			MEMBERSHIP RENEWAL	45.00
Vendor Total		**90.00**		
FYTD for CA STATE DIV INTL ASSO FOR INDENTIFICATN		**90.00**		
CABLECOM OF CALIFORNIA			Remit to: **WOODINVILLE** **WA**	
2/22/2011	206457	33.81		
			REFUND-BUS LIC OVRPMT	33.81
Vendor Total		**33.81**		
FYTD for CABLECOM OF CALIFORNIA		**33.81**		
CAIN, GREGORY			Remit to: **TAMPA** **FL**	
2/7/2011	882007	318.73		
			RETIREE MED FEB '11	318.73
Vendor Total		**318.73**		
FYTD for CAIN, GREGORY		**2,549.84**		
CALIFORNIA INLAND EMPIRE COUNCIL			Remit to: **REDLANDS** **CA**	
2/22/2011	206458	40.00		
			ANNUAL VOL RECOG DINNER	40.00
Vendor Total		**40.00**		
FYTD for CALIFORNIA INLAND EMPIRE COUNCIL		**40.00**		
CAMPOS, GIBRAN			Remit to: **MARCH AIR RESERVE B** **CA**	
2/28/2011	206594	75.00		
			REFUND-S/N DEPOSIT	75.00
Vendor Total		**75.00**		
FYTD for CAMPOS, GIBRAN		**75.00**		
CANNON, ANA M.			Remit to: **HASLET** **TX**	
2/7/2011	882008	318.73		
			RETIREE MED FEB '11	318.73
Vendor Total		**318.73**		
FYTD for CANNON, ANA M.		**2,375.29**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CANON BUSINESS SOLUTIONS, INC.			Remit to: **BURLINGTON**	**NJ**
2/7/2011	882009	7,490.21		
			COPIER SERVICES	6,667.48
			COPIER SERVICES	220.07
			COPIER SERVICES	602.66
	Vendor Total	**7,490.21**		
FYTD for CANON BUSINESS SOLUTIONS, INC.		**26,250.67**		
CANON FINANCIAL SERVICES, INC.			Remit to: **CHICAGO**	**IL**
2/7/2011	206191	7,590.68		
			COPIERS-LEASE	7,059.29
			COPIERS-LEASE SALES TAX	531.39
	Vendor Total	**7,590.68**		
FYTD for CANON FINANCIAL SERVICES, INC.		**60,725.44**		
CAPITAL DRYWALL, LP			Remit to: **SAN DIMAS**	**CA**
2/22/2011	206459	57.00		
			REFUND-BUS LIC OVRPMT	57.00
	Vendor Total	**57.00**		
FYTD for CAPITAL DRYWALL, LP		**57.00**		
CARTER, ROSALYN			Remit to: **MORENO VALLEY**	**CA**
2/7/2011	882010	318.73		
			RETIREE MED JAN '11	318.73
	Vendor Total	**318.73**		
FYTD for CARTER, ROSALYN		**2,643.91**		
CASA BUENA & CASA LYNNDA APARTMENTS, LLC			Remit to: **YORBA LINDA**	**CA**
2/22/2011	206460	82.00		
			REFUND-BUS LIC OVRPMT	82.00
	Vendor Total	**82.00**		
FYTD for CASA BUENA & CASA LYNNDA APARTMENTS, LLC		**82.00**		
CASSEL, MARY ANN			Remit to: **MORENO VALLEY**	**CA**
2/28/2011	206595	75.00		
			INSTRUCTOR SVCS-CPR	75.00
	Vendor Total	**75.00**		
FYTD for CASSEL, MARY ANN		**300.00**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CEMEX				Remit to: **ONTARIO** **CA**	
	2/7/2011	206192	389.16		
				CEMENT PURCHASE	389.16
	2/28/2011	206596	301.78		
				CEMENT PURCHASE	301.78
	Vendor Total		**690.94**		
FYTD for CEMEX			**5,697.84**		
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS				Remit to: **RIVERSIDE** **CA**	
	2/28/2011	206597	420.00		
				PRE-EMPLOYMENT PHYSICALS	70.00
				PRE-EMPLOYMENT PHYSICALS	54.00
				PRE-EMPLOYMENT PHYSICALS	16.00
				PRE-EMPLOYMENT PHYSICALS	70.00
				PRE-EMPLOYMENT PHYSICALS	70.00
				PRE-EMPLOYMENT PHYSICALS	70.00
				PRE-EMPLOYMENT PHYSICALS	70.00
	Vendor Total		**420.00**		
FYTD for CENTRAL OCCUPATIONAL MEDICINE PROVIDERS			**8,104.00**		
CHANCY, CHIZURU				Remit to: **MORENO VALLEY** **CA**	
	2/22/2011	206461	117.00		
				INSTRUCTOR SVCS-HAWAIIAN DANCE	46.80
				INSTRUCTOR SVCS-HAWAIIAN DANCE	70.20
	Vendor Total		**117.00**		
FYTD for CHANCY, CHIZURU			**1,053.00**		
CHANDLER ASSET MANAGEMENT				Remit to: **SAN DIEGO** **CA**	
	2/22/2011	206462	57.75		
				REFUND-BUS LIC OVRPMT	57.75
	Vendor Total		**57.75**		
FYTD for CHANDLER ASSET MANAGEMENT			**57.75**		
CHANDLER ASSET MANAGEMENT, INC				Remit to: **SAN DIEGO** **CA**	
	2/28/2011	882175	8,823.00		
				INVESTMENT MGT SVCS	8,823.00
	Vendor Total		**8,823.00**		
FYTD for CHANDLER ASSET MANAGEMENT, INC			**70,482.00**		
CHAPMAN, STEVE				Remit to: **REDLANDS** **CA**	
	2/7/2011	206193	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for CHAPMAN, STEVE			**2,549.84**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHAPPELL, ISAAC				Remit to: **MORENO VALLEY CA**	
	2/7/2011	882011	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for CHAPPELL, ISAAC			**2,549.84**		
CHORA, ROSEMARIE				Remit to: **MORENO VALLEY CA**	
	2/14/2011	206338	37.00		
				REFUND-PHOTO CLASS REGIST	37.00
	Vendor Total		**37.00**		
FYTD for CHORA, ROSEMARIE			**37.00**		
CHRISTIAN, OWEN				Remit to: **MORENO VALLEY CA**	
	2/7/2011	882012	229.88		
				RETIREE MED FEB '11	229.88
	Vendor Total		**229.88**		
FYTD for CHRISTIAN, OWEN			**1,626.94**		
CIANCIO, ANTHONY				Remit to: **MORENO VALLEY CA**	
	2/7/2011	206194	30.00		
				INSTRUCTOR SVCS-SKATEBOARDING	30.00
	Vendor Total		**30.00**		
FYTD for CIANCIO, ANTHONY			**150.00**		

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CINTAS CORPORATION				Remit to: **ONTARIO** **CA**	
	2/7/2011	206197	931.89		
				UNIFORM RNTL SVC-GRAFFITI RMVL	9.18
				UNIFORM RNTL SVC-GRAFFITI RMVL	9.18
				UNIFORM RNTL SVC-GRAFFITI RMVL	9.18
				UNIFORM RNTL SVC-GRAFFITI RMVL	9.18
				UNIFORM RNTL SVC-GRAFFITI RMVL	9.18
				UNIFORM RNTL SVC-GRAFFITI RMVL	9.18
				UNIFORM RNTL SVC-EQUIP MAINT	25.62
				UNIFORM RNTL SVC-EQUIP MAINT	25.62
				UNIFORM RNTL SVC-EQUIP MAINT	25.62
				UNIFORM RNTL SVC-EQUIP MAINT	25.62
				UNIFORM RNTL SVC-EQUIP MAINT	25.62
				UNIFORM RNTL SVC-EQUIP MAINT	73.96
				UNIFORM RNTL SVC-TREE MAINT	9.18
				UNIFORM RNTL SVC-TREE MAINT	9.18
				UNIFORM RNTL SVC-TREE MAINT	9.18
				UNIFORM RNTL SVC-TREE MAINT	9.18
				UNIFORM RNTL SVC-TREE MAINT	9.18
				UNIFORM RNTL SVC-TREE MAINT	9.18
				UNIFORM RNTL SVC-ST SWEEPER OP	6.12
				UNIFORM RNTL SVC-ST SWEEPER OP	6.12
				UNIFORM RNTL SVC-ST SWEEPER OP	6.12
				UNIFORM RNTL SVC-ST SWEEPER OP	6.12
				UNIFORM RNTL SVC-ST SWEEPER OP	6.12
				UNIFORM RNTL SVC-ST SWEEPER OP	6.12
				UNIFORM RNTL SVC-DRAIN MAINT	3.06
				UNIFORM RNTL SVC-DRAIN MAINT	3.06
				UNIFORM RNTL SVC-DRAIN MAINT	3.06
				UNIFORM RNTL SVC-DRAIN MAINT	3.06
				UNIFORM RNTL SVC-DRAIN MAINT	3.06
				UNIFORM RNTL SVC-DRAIN MAINT	3.06
				UNIFORM RNTL SVC-ST MAINT	144.18
				UNIFORM RNTL SVC-ST MAINT	54.18
				UNIFORM RNTL SVC-ST MAINT	54.18
				UNIFORM RNTL SVC-ST MAINT	54.18
				UNIFORM RNTL SVC-ST MAINT	62.35
				UNIFORM RNTL SVC-ST MAINT	54.18
				UNIFORM RNTL SVC-CONC MAINT	9.18
				UNIFORM RNTL SVC-CONC MAINT	9.18
				UNIFORM RNTL SVC-CONC MAINT	9.18
				UNIFORM RNTL SVC-CONC MAINT	9.18
				UNIFORM RNTL SVC-CONC MAINT	9.18
				UNIFORM RNTL SVC-CONC MAINT	9.18
				UNIFORM RNTL SVC-PARKS STAFF	50.19
				UNIFORM RNTL SVC-CFD#1 STAFF	13.74
				UNIFORM RNTL SVC-FAC MAINT	16.70
				UNIFORM RNTL SVC-GOLF CRS STAF	5.63
	2/14/2011	206339	263.34		
				UNIFORM RNTL SVC-TRFFC SGNL MA	12.79
				UNIFORM RNTL SVC-TRFFC SGNL MA	12.79
				UNIFORM RNTL SVC-SIGNING STAFF	15.82
				UNIFORM RNTL SVC-SIGNING STAFF	15.82
				UNIFORM RNTL SVC-PARKS STAFF	50.19

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			UNIFORM RNTL SVC-GRAFFITI RMVL	9.18
			UNIFORM RNTL SVC-EQUIP MAINT	28.96
			UNIFORM RNTL SVC-TREE MAINT	9.18
			UNIFORM RNTL SVC-CFD #1 STAFF	13.74
			UNIFORM RNTL SVC-ST SWEEPER OP	6.12
			UNIFORM RNTL SVC-DRAIN MAINT	3.06
			UNIFORM RNTL SVC-ST MAINT STAF	54.18
			UNIFORM RNTL SVC-CONC MAINT	9.18
			UNIFORM RNTL SVC-FAC MAINT	16.70
			UNIFORM RNTL SVC-GOLF CRS STAF	5.63
2/22/2011	206463	114.87		
			UNIFORM RNTL SVC-PARKS STAFF	50.19
			UNIFORM RNTL SVC-TRFFC SGNL MA	12.79
			UNIFORM RNTL SVC-SIGNING STAFF	15.82
			UNIFORM RNTL SVC-CFD #1 STAFF	13.74
			UNIFORM RNTL SVC-FAC MAINT	16.70
			UNIFORM RNTL SVC-GOLF CRS STAF	5.63
2/28/2011	206599	353.57		
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-GRAFFITI RMVL	9.18
			UNIFORM RNTL SVC-GRAFFITI RMVL	9.18
			UNIFORM RNTL SVC-EQUIP MAINT	28.96
			UNIFORM RNTL SVC-EQUIP MAINT	28.96
			UNIFORM RNTL SVC-TREE MAINT	9.18
			UNIFORM RNTL SVC-TREE MAINT	9.18
			UNIFORM RNTL SVC-ST SWEEPER	6.12
			UNIFORM RNTL SVC-ST SWEEPER	6.12
			UNIFORM RNTL SVC-DRAIN MAINT	3.06
			UNIFORM RNTL SVC-DRAIN MAINT	3.06
			UNIFORM RNTL SVC-ST MAINT	54.18
			UNIFORM RNTL SVC-ST MAINT	54.18
			UNIFORM RNTL SVC-CONC MAINT	9.18
			UNIFORM RNTL SVC-CONC MAINT	9.18
			UNIFORM RNTL SVC-PARKS STAFF	50.19
			UNIFORM RNTL SVC-TRFFC MAINT	12.79
			UNIFORM RNTL SVC-SIGNING CREW	15.82
			UNIFORM RNTL SVC-CFD #1	13.74
			UNIFORM RNTL SVC-GOLF CRS STAF	5.63
	Vendor Total	**1,663.67**		
FYTD for CINTAS CORPORATION		**8,401.45**		

CITY OF FOSTER Remit to: **FOSTER CITY** **CA**

2/28/2011	206600	1,500.00		
			2011 CALOPPS ANNUAL FEE	1,500.00
	Vendor Total	**1,500.00**		
FYTD for CITY OF FOSTER		**1,500.00**		

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CITY OF MORENO VALLEY VEBA TRUST				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	882099	4,187.50		
				EXEMPT VEBA	4,187.50
	Vendor Total		**4,187.50**		
FYTD for CITY OF MORENO VALLEY VEBA TRUST			**32,875.00**		
CITY OF RIVERSIDE				Remit to: **RIVERSIDE** **CA**	
	2/14/2011	206340	5,526.72		
				TRFFC SGNL MAINT/ELECT COSTS	5,526.72
	Vendor Total		**5,526.72**		
FYTD for CITY OF RIVERSIDE			**8,610.09**		
CITY OF TUSTIN				Remit to: **TUSTIN** **CA**	
	2/14/2011	206341	275.00		
				MEMBERSHIP RENEWAL	275.00
	Vendor Total		**275.00**		
FYTD for CITY OF TUSTIN			**275.00**		
CLINICA MEDICA PARA TODOS				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206198	96.71		
				REFUND-BUS LIC OVRPMT	96.71
	Vendor Total		**96.71**		
FYTD for CLINICA MEDICA PARA TODOS			**96.71**		
COLONIAL SUPPLEMENTAL INSURANCE				Remit to: **COLUMBIA** **SC**	
	2/28/2011	206601	7,166.44		
				SUPPLEMENTAL INSURANCE	7,166.44
	Vendor Total		**7,166.44**		
FYTD for COLONIAL SUPPLEMENTAL INSURANCE			**63,610.47**		
COMMUNITY ASSISTANCE PROGRAM - CAP				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	882100	2,369.85		
				CDBG SVCS-FOOD DIST PRGM	2,369.85
	Vendor Total		**2,369.85**		
FYTD for COMMUNITY ASSISTANCE PROGRAM - CAP			**18,556.95**		

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COMMUNITY HEALTH CHARITIES			Remit to: **ANAHEIM** **CA**	
2/7/2011	206199	2,250.00		
			PROCEEDS FROM SPCL EVENTS	2,250.00
2/14/2011	206342	186.31		
			CHC CONTRIBUTIONS	186.31
2/28/2011	206602	186.31		
			CHC CONTRIBUTIONS	186.31
	Vendor Total	**2,622.62**		
FYTD for COMMUNITY HEALTH CHARITIES		**5,065.82**		
CONTINUING EDUCATION OF THE BAR			Remit to: **OAKLAND** **CA**	
2/14/2011	206343	191.07		
			LEGAL PUBLICATIONS	191.07
	Vendor Total	**191.07**		
FYTD for CONTINUING EDUCATION OF THE BAR		**986.64**		
CONTRERAS, JOSE			Remit to: **MORENO VALLEY** **CA**	
2/22/2011	206464	300.00		
			REFUND-RNTL DEP 2/5/11	300.00
	Vendor Total	**300.00**		
FYTD for CONTRERAS, JOSE		**300.00**		
CONTROL FIRE PROTECTION, INC			Remit to: **BAKERFIELDS** **CA**	
2/22/2011	206465	63.00		
			REFUND-BUS LIC OVRPMT	63.00
	Vendor Total	**63.00**		
FYTD for CONTROL FIRE PROTECTION, INC		**63.00**		
CORTEZ LIGHTING & DECORATION			Remit to: **MORENO VALLEY** **CA**	
2/22/2011	206466	25.81		
			REFUND-BUS LIC OVRPMT	25.81
	Vendor Total	**25.81**		
FYTD for CORTEZ LIGHTING & DECORATION		**25.81**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COSTCO				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206200	231.24		
				MISC SUPPLIES-STARS FOOD PRGM	231.24
	2/14/2011	206344	2,013.74		
				MISC SUPPLIES-CHILDS PLACE	752.87
				MISC SUPPLIES-CHILDS PLACE	445.51
				MISC SUPPLIES-STARS	234.41
				MISC SUPPLIES-STARS	87.09
				MISC SUPPLIES-STARS	113.50
				MISC SUPPLIES-STARS	208.89
				MISC SUPPLIES-STARS	171.47
	2/22/2011	206467	1,221.11		
				MISC SUPPLIES-STARS	71.41
				MISC SUPPLIES-STARS	83.54
				MISC SUPPLIES-STARS	195.88
				MISC SUPPLIES-STARS	24.06
				MISC SUPPLIES-STARS	64.54
				MISC SUPPLIES-STARS	303.28
				MISC SUPPLIES-STARS	478.40
	2/28/2011	206603	122.42		
				MISC SUPPLIES-STARS	122.42
	Vendor Total		**3,588.51**		
FYTD for COSTCO			**36,648.41**		
COUNSELING TEAM, THE				Remit to: **SAN BERNARDINO** **CA**	
	2/14/2011	206345	1,250.00		
				EMP COUNSELING SVCS	1,250.00
	2/28/2011	206604	1,250.00		
				EMP COUNSELING SVCS	1,250.00
	Vendor Total		**2,500.00**		
FYTD for COUNSELING TEAM, THE			**12,500.00**		
COUNTRY SQUIRE ESTATES				Remit to: **ONTARIO** **CA**	
	2/22/2011	206468	91.51		
				REFUND-UT USER TAXES	91.51
	2/28/2011	206605	32.26		
				REFUND-UT USER TAXES	32.26
	Vendor Total		**123.77**		
FYTD for COUNTRY SQUIRE ESTATES			**645.14**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COUNTY OF RIVERSIDE			Remit to: **RIVERSIDE** **CA**	
2/14/2011	206346	1,731.80		
			MULTIFOLD TOWELS-PD	759.53
			MULTIFOLD TOWELS-PD	759.53
			KITCHEN TOWELS-PD	26.78
			CLOROX WIPES-PD	53.44
			TRASH CAN LINERS-PD	132.52
	Vendor Total	**1,731.80**		
FYTD for COUNTY OF RIVERSIDE		**1,731.80**		
COUNTY OF RIVERSIDE - RMAP			Remit to: **RIVERSIDE** **CA**	
2/14/2011	206347	42.70		
			RECORDATION REQUESTS-LAND DEV	42.70
	Vendor Total	**42.70**		
FYTD for COUNTY OF RIVERSIDE - RMAP		**340.15**		
COUNTY OF RIVERSIDE AUDITOR			Remit to: **RIVERSIDE** **CA**	
2/14/2011	206348	16,939.75		
			PARKING CONTROL FEES-CODE	15,291.75
			PARKING CONTROL FEES-CODE	1,648.00
	Vendor Total	**16,939.75**		
FYTD for COUNTY OF RIVERSIDE AUDITOR		**192,440.78**		
COUNTY OF RIVERSIDE-TLMA-GIS			Remit to: **RIVERSIDE** **CA**	
2/14/2011	206349	746.06		
			ELEC/MAINT FOR TRFFC SGNL	307.72
			ELEC/MAINT FOR TRFFC SGNL	438.34
	Vendor Total	**746.06**		
FYTD for COUNTY OF RIVERSIDE-TLMA-GIS		**4,042.60**		
CROSSROADS SOFTWARE			Remit to: **BREA** **CA**	
2/28/2011	206606	1,800.00		
			MAINT/SUPPORT SVCS-PD	1,800.00
	Vendor Total	**1,800.00**		
FYTD for CROSSROADS SOFTWARE		**1,800.00**		
CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH			Remit to: **RIVERSIDE** **CA**	
2/28/2011	206607	578.00		
			PERMIT RNWL-BETHUNE PARK	578.00
	Vendor Total	**578.00**		
FYTD for CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH		**12,483.36**		

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D & D SERVICES DBA D & D DISPOSAL, INC.			Remit to: **VALENCIA** **CA**	
2/7/2011	206201	745.00		
			DISPOSAL SVCS-ANML SHLTR	745.00
2/28/2011	206608	745.00		
			DISPOSAL SVCS-ANML SHLTR	285.00
			DISPOSAL SVCS-ANML SHLTR	460.00
	Vendor Total	**1,490.00**		
FYTD for D & D SERVICES DBA D & D DISPOSAL, INC.		**7,960.00**		
DACOLIAS, RAYMOND			Remit to: **SAN JACINTO** **CA**	
2/14/2011	206350	228.00		
			INSTRUCTION SVCS-6 DAYS	228.00
	Vendor Total	**228.00**		
FYTD for DACOLIAS, RAYMOND		**912.00**		
DALE, KATHLEEN			Remit to: **MORENO VALLEY** **CA**	
2/7/2011	882013	318.73		
			RETIREE MED FEB '11	318.73
	Vendor Total	**318.73**		
FYTD for DALE, KATHLEEN		**2,531.00**		
DATA TICKET, INC.			Remit to: **NEWPORT BEACH** **CA**	
2/7/2011	882014	4,049.89		
			CITATION PRCSSNG SVCS-ANML SVC	1,137.50
			CITATION PRCSSNG SVCS-BLDG/SFT	388.24
			CITATION PRCSSNG SVCS-POLICE	2,524.15
2/14/2011	882101	16,666.48		
			CITATION PRCSSNG SVCS-CODE	16,666.48
2/28/2011	882177	530.29		
			CITATION PRCSSNG SVCS-ANML SVC	530.29
	Vendor Total	**21,246.66**		
FYTD for DATA TICKET, INC.		**164,750.95**		
DATAQUICK CORPORATE HEADQUARTERS			Remit to: **SAN DIEGO** **CA**	
2/28/2011	206609	130.50		
			ONLINE SUBSCRIPTION-PD	130.50
	Vendor Total	**130.50**		
FYTD for DATAQUICK CORPORATE HEADQUARTERS		**1,044.00**		

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DAVID EVANS & ASSOCIATES, INC.			Remit to: **ONTARIO** **CA**	
2/7/2011	206202	1,413.00		
			SUNNYMD BLVD REVIT PROJ SVCS	1,413.00
	Vendor Total	**1,413.00**		
FYTD for DAVID EVANS & ASSOCIATES, INC.		**11,623.85**		
DAVID EVANS AND ASSOCIATES, INC			Remit to: **PORTLAND** **OR**	
2/7/2011	206203	50.85		
			REFUND-BUS LIC OVRPMT	50.85
	Vendor Total	**50.85**		
FYTD for DAVID EVANS AND ASSOCIATES, INC		**50.85**		
DAVIS AUTOMATION			Remit to: **SAN ANTONIO** **TX**	
2/22/2011	206469	63.27		
			REFUND-BUS LIC OVRPMT	63.27
	Vendor Total	**63.27**		
FYTD for DAVIS AUTOMATION		**63.27**		
DAVLYN INVESTMENTS PROPERTY MANAGEMENT			Remit to: **SAN DIEGO** **CA**	
2/7/2011	206204	84.43		
			REFUND-BUS LIC OVRPMT	84.43
	Vendor Total	**84.43**		
FYTD for DAVLYN INVESTMENTS PROPERTY MANAGEMENT		**84.43**		
DEARREADER.COM			Remit to: **SARASOTA** **FL**	
2/14/2011	206351	600.00		
			BOOK CLUB MBRSHP RENEWAL	600.00
	Vendor Total	**600.00**		
FYTD for DEARREADER.COM		**600.00**		
DEL REY APPRAISAL SERVICES			Remit to: **MORENO VALLEY** **CA**	
2/22/2011	206470	67.50		
			REFUND-BUS LIC OVRPMT	67.50
	Vendor Total	**67.50**		
FYTD for DEL REY APPRAISAL SERVICES		**67.50**		
DELL MARKETING LP			Remit to: **PASADENA** **CA**	
2/14/2011	206352	257.96		
			LCD MONITOR-MAINT OP	257.96
	Vendor Total	**257.96**		
FYTD for DELL MARKETING LP		**257.96**		

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DELTA DENTAL				Remit to: **SAN FRANCISCO** **CA**	
	2/7/2011	206205	12,177.26		
				EMPLOYEE DENTAL INSURANCE	12,177.26
	Vendor Total		**12,177.26**		
FYTD for DELTA DENTAL			**91,546.76**		
DELTACARE USA				Remit to: **LOS ANGELES** **CA**	
	2/14/2011	206353	6,088.01		
				EMPLOYEE DENTAL INSURANCE	6,088.01
	Vendor Total		**6,088.01**		
FYTD for DELTACARE USA			**50,255.61**		
DENNIS GRUBB & ASSOCIATES, LLC				Remit to: **MIRA LOMA** **CA**	
	2/14/2011	882102	13,075.00		
				PLAN REVIEW SERVICES-FIRE PREV	4,940.00
				PLAN REVIEW SERVICES-FIRE PREV	3,725.00
				PLAN REVIEW SERVICES-FIRE PREV	995.00
				PLAN REVIEW SERVICES-FIRE PREV	3,285.00
				PLAN REVIEW SERVICES-FIRE PREV	130.00
	Vendor Total		**13,075.00**		
FYTD for DENNIS GRUBB & ASSOCIATES, LLC			**66,370.00**		
DFM ASSOCIATES				Remit to: **IRVINE** **CA**	
	2/14/2011	206354	106.03		
				CA ELECTIONS CODE INSERTS	97.50
				CA ELECTIONS CODE INSERTS	8.53
	Vendor Total		**106.03**		
FYTD for DFM ASSOCIATES			**106.03**		
DIAMONDBACK FIRE & RESCUE, INC.				Remit to: **TEMECULA** **CA**	
	2/14/2011	206355	199.66		
				PUMP SERVICE-FS #91	199.66
	Vendor Total		**199.66**		
FYTD for DIAMONDBACK FIRE & RESCUE, INC.			**199.66**		
DLS LANDSCAPE, INC				Remit to: **REDLANDS** **CA**	
	2/22/2011	882148	12,390.00		
				LANDSCAPE MAINT-CFD #1	2,160.00
				LANDSCAPE MAINT-ZONE A PARKS	10,230.00
	Vendor Total		**12,390.00**		
FYTD for DLS LANDSCAPE, INC			**99,120.00**		

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DOMENE, AMBER				Remit to: **RIVERSIDE** **CA**	
	2/22/2011	206471	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for DOMENE, AMBER			**20.00**		
DOMINECK, CECILIA				Remit to: **MORENO VALLEY** **CA**	
	2/28/2011	206610	75.00		
				REFUND-S/N DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for DOMINECK, CECILIA			**75.00**		
DORY, ALLEEN F.				Remit to: **HEMET** **CA**	
	2/7/2011	206207	1,224.38		
				RETIREE MED FEB '11	229.88
				RETIREE MED APR-DEC'10	994.50
	Vendor Total		**1,224.38**		
FYTD for DORY, ALLEEN F.			**2,621.44**		
DOSE, JOSH				Remit to: **MORENO VALLEY** **CA**	
	2/22/2011	206472	250.00		
				PROJECT DONATION	250.00
	Vendor Total		**250.00**		
FYTD for DOSE, JOSH			**250.00**		
DUNN, LAURA ISABEL GARCIA				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	882103	190.00		
				INSTRUCTION SVCS-5 DAYS	190.00
	Vendor Total		**190.00**		
FYTD for DUNN, LAURA ISABEL GARCIA			**570.00**		
DURAN, BLANCA				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206208	168.00		
				INSTRUCTOR SVCS-FOLKLORIC DANC	168.00
	Vendor Total		**168.00**		
FYTD for DURAN, BLANCA			**2,289.00**		
DYRUD CONSTRUCTION COMPANY				Remit to: **HELENDALE** **CA**	
	2/22/2011	206473	27.74		
				REFUND-BUS LIC OVRPMT	27.74
	Vendor Total		**27.74**		
FYTD for DYRUD CONSTRUCTION COMPANY			**27.74**		

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E & J AFFILIATES				Remit to: **RIVERSIDE** **CA**	
	2/28/2011	206611	23.70		
				REFUND-BUS LIC OVRPMT	23.70
	Vendor Total		**23.70**		
FYTD for E & J AFFILIATES			**23.70**		
E.R. BLOCK PLUMBING & HEATING, INC.				Remit to: **RIVERSIDE** **CA**	
	2/7/2011	206209	3,482.26		
				BACKFLOW RPLCMNT-DSG2S	597.19
				BACKFLOW RPLCMNT-DSG2S	187.50
				BACKFLOW RPLCMNT-DSG2S	650.59
				BACKFLOW RPLCMNT-DSG2S	187.50
				BACKFLOW RPLCMNT-DSG2S	838.89
				BACKFLOW RPLCMNT-DSG2S	187.50
				BACKFLOW RPLCMNT-E2	650.59
				BACKFLOW RPLCMNT-E2	182.50
	Vendor Total		**3,482.26**		
FYTD for E.R. BLOCK PLUMBING & HEATING, INC.			**17,379.32**		

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EASTERN MUNICIPAL WATER DISTRICT			Remit to: **PERRIS**	**CA**
2/7/2011	206210	3,757.34		
			WATER CHARGES	48.97
			WATER CHARGES	142.00
			WATER CHARGES	2,200.98
			WATER CHARGES	213.37
			WATER CHARGES	632.11
			WATER CHARGES	326.82
			WATER CHARGES	193.09
2/14/2011	206356	20,767.86		
			WATER CHARGES	529.32
			WATER CHARGES	181.48
			WATER CHARGES	548.66
			WATER CHARGES	993.45
			WATER CHARGES	33.60
			WATER CHARGES	603.96
			WATER CHARGES	1,310.76
			WATER CHARGES	88.29
			WATER CHARGES	2,864.25
			WATER CHARGES	622.21
			WATER CHARGES	3,104.44
			WATER CHARGES	1,619.45
			WATER CHARGES	1,188.63
			WATER CHARGES	2,852.87
			WATER CHARGES	770.35
			WATER CHARGES	1,247.64
			WATER CHARGES	33.62
			WATER CHARGES	505.76
			WATER CHARGES	182.65
			WATER CHARGES	276.49
			WATER CHARGES	200.50
			WATER CHARGES	47.92
			WATER CHARGES	543.32
			WATER CHARGES	418.24
2/22/2011	206474	20,719.04		
			WATER CHARGES	679.68
			WATER CHARGES	147.70
			WATER CHARGES	389.14
			WATER CHARGES	3,438.86
			WATER CHARGES	761.03
			WATER CHARGES	238.68
			WATER CHARGES	1,543.19
			WATER CHARGES	6,066.55
			WATER CHARGES	194.13
			WATER CHARGES	1,154.65
			WATER CHARGES	2,227.49
			WATER CHARGES	971.85
			WATER CHARGES	509.80
			WATER CHARGES	248.19
			WATER CHARGES	198.82
			WATER CHARGES	251.71
			WATER CHARGES	775.02
			WATER CHARGES	922.55

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
2/28/2011	206612	9,204.51		
			WATER CHARGES	114.56
			WATER CHARGES	227.76
			WATER CHARGES	362.18
			WATER CHARGES	2,001.00
			WATER CHARGES	416.38
			WATER CHARGES	35.17
			WATER CHARGES	4,691.82
			WATER CHARGES	672.41
			WATER CHARGES	118.97
			WATER CHARGES	344.55
			WATER CHARGES	84.71
			WATER CHARGES	67.50
			WATER CHARGES	67.50
Vendor Total		**54,448.75**		
FYTD for EASTERN MUNICIPAL WATER DISTRICT		**1,074,737.22**		

EBSCO SUBSCRIPTION SERVICE Remit to: **LOS ANGELES CA**

2/7/2011	206211	14.52		
			PERIODICAL SUBSCRIPTION-LIBRAR	14.52
Vendor Total		**14.52**		
FYTD for EBSCO SUBSCRIPTION SERVICE		**3,510.22**		

EDGELANE MOBILE PARK Remit to: **LOS ANGELES CA**

2/14/2011	882104	12.87		
			REFUND-UT USER TAXES	12.87
Vendor Total		**12.87**		
FYTD for EDGELANE MOBILE PARK		**87.87**		

EGGERSTEN, ANNE Remit to: **RANCHO MIRAGE CA**

2/7/2011	206212	325.66		
			RETIREE MED FEB '11	325.66
Vendor Total		**325.66**		
FYTD for EGGERSTEN, ANNE		**2,484.92**		

ELLIOTT, NISHA Remit to: **MORENO VALLEY CA**

2/22/2011	206475	72.00		
			INSTRUCTOR SVCS-KICKBOXING	72.00
Vendor Total		**72.00**		
FYTD for ELLIOTT, NISHA		**1,400.40**		

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ENCO UTILITY SERVICES MORENO VALLEY LLC			Remit to: **ANAHEIM** **CA**	
2/22/2011	882149	2,500.00		
			CABINET LEASE-INDIAN	23.79
			CABINET LEASE-INDIAN	1,226.21
			CABINET LEASE-IRIS	41.34
			CABINET LEASE-IRIS	1,208.66
	Vendor Total	**2,500.00**		
FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC		**1,595,596.52**		
ENVIRONMENTAL & REGULATORY SPECIALST,INC			Remit to: **NEWPORT BEACH** **CA**	
2/7/2011	882016	1,450.00		
			PROF SERVICES-PARKS MAINT	1,450.00
	Vendor Total	**1,450.00**		
FYTD for ENVIRONMENTAL & REGULATORY SPECIALST,INC		**19,240.00**		
ESCOBEDO, AMELIA			Remit to: **MORENO VALLEY** **CA**	
2/22/2011	206476	31.20		
			REFUND-CLASS REGIST	31.20
	Vendor Total	**31.20**		
FYTD for ESCOBEDO, AMELIA		**31.20**		
ESKEL/PORTER CONSULTING, INC.			Remit to: **SACRAMENTO** **CA**	
2/22/2011	882150	180.00		
			CRM CONSULTING SVCS-TECH SVCS	180.00
	Vendor Total	**180.00**		
FYTD for ESKEL/PORTER CONSULTING, INC.		**1,080.00**		
ESPINOZA, CARMEN			Remit to: **MORENO VALLEY** **CA**	
2/14/2011	206358	255.00		
			REFUND-RNTL DEP 1/29/11	255.00
	Vendor Total	**255.00**		
FYTD for ESPINOZA, CARMEN		**255.00**		
ESPINOZA, JOE A			Remit to: **MENIFEE** **CA**	
2/14/2011	206359	266.00		
			INSTRUCTION SVCS-7 DAYS	266.00
	Vendor Total	**266.00**		
FYTD for ESPINOZA, JOE A		**1,482.00**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EVANS ENGRAVING & AWARDS			Remit to: **MORENO VALLEY**	**CA**
2/14/2011	882106	13.05		
			NAMEPLATE-TRANSPORTATION	12.00
			NAMEPLATE-TRANSPORTATION	1.05
2/22/2011	882151	68.50		
			ENGRAVING SVCS-PARKS COMM	43.50
			ENGRAVING SVCS-POLICE	25.00
2/28/2011	882178	85.88		
			ENGRAVING SVCS-HR	35.88
			ENGRAVING SVCS-PD	50.00
	Vendor Total	**167.43**		
FYTD for EVANS ENGRAVING & AWARDS		**868.79**		
EWING IRRIGATION PRODUCTS, INC.			Remit to: **PHOENIX**	**AZ**
2/28/2011	206614	180.86		
			IRRIGATION SUPPLIES-PARKS	180.86
	Vendor Total	**180.86**		
FYTD for EWING IRRIGATION PRODUCTS, INC.		**9,943.82**		
EXCEL LANDSCAPE, INC			Remit to: **CORONA**	**CA**
2/7/2011	206213	91.01		
			LANDSCAPE MAINT-ZONE WQF	91.01
2/22/2011	206477	12,789.50		
			LANDSCAPE MAINT-E7	2,777.17
			LANDSCAPE MAINT-E15	1,070.36
			LANDSCAPE MAINT-E8	1,501.98
			LANDSCAPE MAINT-E14	3,461.07
			LANDSCAPE MAINT-WQB	3,978.92
	Vendor Total	**12,880.51**		
FYTD for EXCEL LANDSCAPE, INC		**111,420.66**		
EXPERT ELECTRIC			Remit to: **SCOTTSDALE**	**AZ**
2/7/2011	206214	44.94		
			REFUND-BUS LIC OVRPMT	44.94
	Vendor Total	**44.94**		
FYTD for EXPERT ELECTRIC		**44.94**		
EXPRESS ESCROW COMPANY			Remit to: **HUNTINGTON BEACH**	**CA**
2/22/2011	206478	2,067.00		
			FEES FOR TRANSFER OF TITLE	2,067.00
	Vendor Total	**2,067.00**		
FYTD for EXPRESS ESCROW COMPANY		**2,067.00**		

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FAIR HOUSING COUNCIL OF RIV CO, INC.			Remit to: **RIVERSIDE** **CA**	
2/14/2011	882107	7,993.58		
			CDBG SVCS-MEDIATION PRGM	4,727.39
			CDBG SVCS-FRCLSR/MITIG PRGM	3,266.19
	Vendor Total	**7,993.58**		
FYTD for FAIR HOUSING COUNCIL OF RIV CO, INC.		**40,816.31**		
FAST SIGNS			Remit to: **MORENO VALLEY** **CA**	
2/22/2011	206479	321.36		
			BUSINESS PLAQUES-EDD	214.24
			BUSINESS PLAQUES-EDD	107.12
	Vendor Total	**321.36**		
FYTD for FAST SIGNS		**776.48**		
FEENSTRA, JOHN			Remit to: **REDLANDS** **CA**	
2/7/2011	882017	361.25		
			RETIREE MED FEB '11	361.25
	Vendor Total	**361.25**		
FYTD for FEENSTRA, JOHN		**2,890.00**		
FIRST AMERICAN CORE LOGIC, INC.			Remit to: **SANTA ANA** **CA**	
2/7/2011	206215	676.00		
			ONLINE PROP INFO SVCS-CODE	397.00
			ONLINE PROP INFO SVCS-CDD	109.00
			ONLINE PROP INFO SVCS-EDD	170.00
	Vendor Total	**676.00**		
FYTD for FIRST AMERICAN CORE LOGIC, INC.		**4,892.00**		
FIRST CHOICE SERVICES			Remit to: **ONTARIO** **CA**	
2/7/2011	882018	140.24		
			COFFEE SVCS-EMP PAID	71.48
			COFFEE SVCS-EMP PAID	68.76
2/14/2011	882108	633.12		
			COFFEE SVCS-EMP PAID	54.38
			COFFEE SVCS-EMP PAID	183.72
			COFFEE SVCS-EMP PAID	144.71
			COFFEE SVCS-EMP PAID	147.61
			COFFEE SVCS-EMP PAID	102.70
2/22/2011	882152	60.06		
			COFFEE SVCS-EMP PAID	60.06
	Vendor Total	**833.42**		
FYTD for FIRST CHOICE SERVICES		**5,251.50**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FIRST SIGHT VISION SERVICES, INC				Remit to: **UPLAND** **CA**	
	2/22/2011	206480	52.92		
				REFUND-BUS LIC OVRPMT	52.92
	Vendor Total		**52.92**		
FYTD for FIRST SIGHT VISION SERVICES, INC			**52.92**		
FISH SHACK				Remit to: **SAN DIEGO** **CA**	
	2/7/2011	206216	51.29		
				REFUND-BUS LIC OVRPMT	51.29
	Vendor Total		**51.29**		
FYTD for FISH SHACK			**51.29**		
FITNESS 19 CA 155 11C				Remit to: **MORENO VALLEY** **CA**	
	2/28/2011	206615	250.00		
				GYM MEMBERSHIP DEDUCTIONS	250.00
	Vendor Total		**250.00**		
FYTD for FITNESS 19 CA 155 11C			**2,049.00**		
FLAMMANG, HARRY				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	206360	20.00		
				REFUND-CITATION FEE	10.00
				REFUND-CITATION FEE	10.00
	Vendor Total		**20.00**		
FYTD for FLAMMANG, HARRY			**20.00**		
FOSTER, JAMES BARRY				Remit to: **RIVERSIDE** **CA**	
	2/7/2011	206217	17.32		
				REIMB-ICSC SO CAL IDEA EXCHNG.	17.32
	Vendor Total		**17.32**		
FYTD for FOSTER, JAMES BARRY			**251.49**		
FOSTER, NANCY A.				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	882019	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for FOSTER, NANCY A.			**2,531.00**		
FRANCHISE TAX BOARD				Remit to: **RANCHO CORDOVA** **CA**	
	2/14/2011	206361	32.44		
				GARNISHMENT	32.44
	Vendor Total		**32.44**		
FYTD for FRANCHISE TAX BOARD			**842.11**		

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FRANK LIQUOR MARKET				Remit to: **MORENO VALLEY** **CA**	
	2/28/2011	206616	62.25		
				REFUND-BUS LIC OVRPMT	62.25
	Vendor Total		**62.25**		
FYTD for FRANK LIQUOR MARKET			**62.25**		
FRANKLIN, L. C.				Remit to: **PERRIS** **CA**	
	2/14/2011	206362	173.40		
				MILEAGE REIMBURSEMENT	173.40
	Vendor Total		**173.40**		
FYTD for FRANKLIN, L. C.			**1,052.40**		
FRAZEE INDUSTRIES, INC				Remit to: **MORENO VALLEY** **CA**	
	2/28/2011	206617	6,521.58		
				TRAFFIC PAINT	6,521.58
	Vendor Total		**6,521.58**		
FYTD for FRAZEE INDUSTRIES, INC			**117,839.18**		
FRED'S GLASS & MIRROR, INC				Remit to: **RIVERSIDE** **CA**	
	2/22/2011	206481	30.00		
				REFUND-BUS LIC OVRPMT	30.00
	Vendor Total		**30.00**		
FYTD for FRED'S GLASS & MIRROR, INC			**30.00**		
FRED'S GLASS & MIRROR, INC.				Remit to: **RIVERSIDE** **CA**	
	2/28/2011	206618	670.00		
				GLASS RPCLMNT-FS #58	670.00
	Vendor Total		**670.00**		
FYTD for FRED'S GLASS & MIRROR, INC.			**1,346.99**		
FROST, JOAN CHENG				Remit to: **TEMECULA** **CA**	
	2/14/2011	206363	266.00		
				INSTRUCTION SVCS-7 DAYS	266.00
	Vendor Total		**266.00**		
FYTD for FROST, JOAN CHENG			**1,178.00**		
FULLMER CONSTRUCTION				Remit to: **ONTARIO** **CA**	
	2/22/2011	206482	21.12		
				REFUND-BUS LIC OVRPMT	21.12
	Vendor Total		**21.12**		
FYTD for FULLMER CONSTRUCTION			**21.12**		

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FUN 4 ALL PARTY'S				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206218	106.14		
				CHAIRS RENTAL-CONF & REC CTR	106.14
	Vendor Total		**106.14**		
FYTD for FUN 4 ALL PARTY'S			**512.28**		
GALAVIZ, LISA				Remit to: **PALMDALE** **CA**	
	2/14/2011	206364	54.50		
				REFUND-CITATION FEE	54.50
	Vendor Total		**54.50**		
FYTD for GALAVIZ, LISA			**54.50**		
GALLS INC., INLAND UNIFORM				Remit to: **RIVERSIDE** **CA**	
	2/28/2011	206619	108.92		
				UNIFORM PURCHASE-PD	108.92
	Vendor Total		**108.92**		
FYTD for GALLS INC., INLAND UNIFORM			**4,254.09**		
GASTON, RICHARD				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	882020	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for GASTON, RICHARD			**2,549.84**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GENERAL SECURITY SERVICES, INC.			Remit to: **HAWTHORNE**	**CA**
2/14/2011	882109	889.72		
			SECURITY SVCS-CITY HALL	306.80
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-CONF & REC CTR	306.80
			SECURITY SVCS-SENIOR CTR	153.40
2/22/2011	882153	398.84		
			SECURITY SVCS-CONF & REC CTR	306.80
			SECURITY SVCS-TOWNGATE	92.04
2/28/2011	882179	2,416.05		
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-CITY HALL	306.80
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-CITY HALL	230.10
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-CITY HALL	306.80
			SECURITY SVCS-LIBRARY	245.44
			SECURITY SVCS-CONF & REC CTR	306.80
			SECURITY SVCS-CONF & REC CTR	345.15
			SECURITY SVCS-CONF & REC CTR	306.80
Vendor Total		**3,704.61**		
FYTD for GENERAL SECURITY SERVICES, INC.		**34,160.29**		
GIBBS, GIDEN, LOCHER, TURNER & SENET LLP			Remit to: **LOS ANGELES**	**CA**
2/7/2011	882021	13,048.38		
			LEGAL SERVICES	1,142.38
			LEGAL SERVICES	4,030.50
			LEGAL SERVICES	875.50
			LEGAL SERVICES	510.89
			LEGAL SERVICES	6,489.11
Vendor Total		**13,048.38**		
FYTD for GIBBS, GIDEN, LOCHER, TURNER & SENET LLP		**141,211.60**		
GLOBAL ROAD SEALING, INC			Remit to: **GARDEN GROVE**	**CA**
2/22/2011	206483	28.43		
			REFUND-BUS LIC OVRPMT	28.43
Vendor Total		**28.43**		
FYTD for GLOBAL ROAD SEALING, INC		**28.43**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GLOBAL SOFTWARE, INC			Remit to: **RALEIGH** **NC**	
2/14/2011	882111	5,000.00		
			SPREADSHEET SERVER-SPCL DIST	5,000.00
2/28/2011	882180	17,900.00		
			SOFTWARE LICENSE-TECH SVCS	12,500.00
			SOFTWARE TRAINING-TECH SVCS	5,400.00
	Vendor Total	**22,900.00**		
FYTD for GLOBAL SOFTWARE, INC		**42,720.00**		
GLOBAL TECHNOLOGY SYSTEMS, INC.			Remit to: **BOSTON** **MA**	
2/22/2011	206484	881.74		
			BATTERIES-POLICE	328.00
			CHARGERS-POLICE	435.00
			SHIPPING-POLICE	52.00
			SALES TAX-POLICE	66.74
	Vendor Total	**881.74**		
FYTD for GLOBAL TECHNOLOGY SYSTEMS, INC.		**881.74**		
GOD'S HELPING HAND			Remit to: **MENIFEE** **CA**	
2/14/2011	882112	1,500.00		
			CDBG SVCS-FOOD BANK PRGM	750.00
			CDBG SVCS-FOOD BANK PRGM	750.00
	Vendor Total	**1,500.00**		
FYTD for GOD'S HELPING HAND		**7,500.00**		
GOMEZ DE AVILES, MARIA			Remit to: **MORENO VALLEY** **CA**	
2/14/2011	206365	54.50		
			REFUND-CITATION FEE	54.50
	Vendor Total	**54.50**		
FYTD for GOMEZ DE AVILES, MARIA		**54.50**		
GONG ENTERPRISES, INC.			Remit to: **HUNTINGTON BEACH** **CA**	
2/22/2011	206485	4,500.00		
			PLAN CHECK SVCS-TR 36340	4,500.00
	Vendor Total	**4,500.00**		
FYTD for GONG ENTERPRISES, INC.		**27,097.40**		
GORM INC.			Remit to: **ONTARIO** **CA**	
2/28/2011	206620	369.25		
			JANITORIAL SUPPLIES-PARKS	369.25
	Vendor Total	**369.25**		
FYTD for GORM INC.		**6,821.56**		

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GRAFFITI TRACKER, INC.				Remit to: **OMAHA** **NE**	
	2/7/2011	882022	360.00		
				CAMERA REPAIRS	360.00
	Vendor Total		**360.00**		
FYTD for GRAFFITI TRACKER, INC.			**32,175.00**		
GRANICUS, INC.				Remit to: **SAN FRANCISCO** **CA**	
	2/28/2011	206621	1,000.00		
				VIDEO STREAMING SVCS	1,000.00
	Vendor Total		**1,000.00**		
FYTD for GRANICUS, INC.			**8,000.00**		
GREEN, JACQUELINE				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	206366	7.96		
				REFUND-LOST BOOK FEE	7.96
	Vendor Total		**7.96**		
FYTD for GREEN, JACQUELINE			**7.96**		
GRIFFIN, MARLENE C				Remit to: **GREEN VALLEY** **AZ**	
	2/7/2011	882023	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for GRIFFIN, MARLENE C			**2,471.06**		
GROUP DELTA CONSULTANTS, INC				Remit to: **IRVINE** **CA**	
	2/7/2011	882024	955.00		
				DAY ST IMPRVMNTS PROJ SVCS	750.00
				SUNNYMD RANCH/VILLAGE RD PROJ	205.00
	Vendor Total		**955.00**		
FYTD for GROUP DELTA CONSULTANTS, INC			**13,060.50**		
GUARD SYSTEMS, INC.				Remit to: **ONTARIO** **CA**	
	2/28/2011	206622	53.00		
				REFUND-BUS LIC OVRPMT	53.00
	Vendor Total		**53.00**		
FYTD for GUARD SYSTEMS, INC.			**53.00**		

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GUIDA SURVEYING, INC.				Remit to: **IRVINE** **CA**	
	2/7/2011	882025	11,799.00		
				IRONWD AVE/DAY ST-BARCLAY PROJ	11,799.00
	2/28/2011	882181	1,488.00		
				IRONWD AVE/DAY ST-BARCLAY PROJ	1,488.00
	Vendor Total		**13,287.00**		
FYTD for GUIDA SURVEYING, INC.			**99,273.00**		
GUILIANO, MARIA				Remit to: **TEMECULA** **CA**	
	2/22/2011	206486	120.00		
				INSTRUCTOR SVCS-ZUMBA FITNESS	120.00
	Vendor Total		**120.00**		
FYTD for GUILIANO, MARIA			**552.00**		
GUILLAN, REBECCA S.				Remit to: **ADVANCE** **NC**	
	2/7/2011	882026	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for GUILLAN, REBECCA S.			**2,382.83**		
GUTIERREZ, ROBERT				Remit to: **LA VERNE** **CA**	
	2/7/2011	882027	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for GUTIERREZ, ROBERT			**2,549.84**		
GUZMAN'S CART SERVICE				Remit to: **RIVERSIDE** **CA**	
	2/14/2011	882113	4,049.00		
				CART RTRVL SVCS-CODE	4,049.00
	Vendor Total		**4,049.00**		
FYTD for GUZMAN'S CART SERVICE			**32,392.00**		
H & P NAIL				Remit to: **RIVERSIDE** **CA**	
	2/28/2011	206623	90.00		
				REFUND-BUS LIC OVRPMT	90.00
	Vendor Total		**90.00**		
FYTD for H & P NAIL			**90.00**		
H C I, INC.				Remit to: **NORCO** **CA**	
	2/7/2011	206219	75.00		
				REFUND-BUS LIC OVRPMT	75.00
	Vendor Total		**75.00**		
FYTD for H C I, INC.			**75.00**		

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HAMLIN, WILLIAM R.				Remit to: **BEAUMONT** **CA**	
	2/7/2011	882028	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for HAMLIN, WILLIAM R.			**2,531.00**		
HANES, MARTIN D.				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	882029	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for HANES, MARTIN D.			**2,549.84**		
HANIGAN BUSINESS FORMS				Remit to: **RIVERSIDE** **CA**	
	2/14/2011	882114	3,196.37		
				MVP PARKING CITATIONS-CODE	2,397.28
				MV PARKING CITATIONS-CODE	734.80
				MV PARKING CITATIONS-CODE	64.29
	Vendor Total		**3,196.37**		
FYTD for HANIGAN BUSINESS FORMS			**8,108.22**		
HAPPY TIME BOOK STORE				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206220	70.38		
				REFUND-BUS LIC OVRPMT	70.38
	Vendor Total		**70.38**		
FYTD for HAPPY TIME BOOK STORE			**70.38**		
HARDING, JOHN S.				Remit to: **BANNING** **CA**	
	2/7/2011	206221	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for HARDING, JOHN S.			**2,549.84**		
HARKINS REEL DEALS, LLC				Remit to: **SCOTTSDALE** **AZ**	
	2/28/2011	206624	18,758.00		
				MOVIE PASSES-STARS	18,758.00
	Vendor Total		**18,758.00**		
FYTD for HARKINS REEL DEALS, LLC			**18,758.00**		
HARRINGTON DECORATING COMPANY, INC				Remit to: **HUNTINGTON BEACH** **CA**	
	2/22/2011	206487	2,430.00		
				REMOVAL/REINSTALL BANNERS	2,430.00
	Vendor Total		**2,430.00**		
FYTD for HARRINGTON DECORATING COMPANY, INC			**33,002.12**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HARTMANN, RICK				Remit to: **SAN DIMAS** **CA**	
	2/7/2011	206222	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for HARTMANN, RICK			**21,240.17**		
HATFIELD, CHARLES				Remit to: **LAS VEGAS** **NV**	
	2/7/2011	882030	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for HATFIELD, CHARLES			**2,549.84**		
HAUSER, ADRIANA				Remit to: **SAN BERNARDINO** **CA**	
	2/14/2011	206367	684.00		
				INSTRUCTION SVCS-18 DAYS	684.00
	Vendor Total		**684.00**		
FYTD for HAUSER, ADRIANA			**3,230.00**		
HDL/HINDERLITER DE LLAMAS & ASSOCIATES				Remit to: **DIAMOND BAR** **CA**	
	2/28/2011	206625	1,781.09		
				SALES TAX CONSULTING SVCS	900.00
				SALES TAX AUDIT SVCS	881.09
	Vendor Total		**1,781.09**		
FYTD for HDL/HINDERLITER DE LLAMAS & ASSOCIATES			**16,871.94**		
HEFFLEY, ROSS W.				Remit to: **HEMET** **CA**	
	2/7/2011	882031	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for HEFFLEY, ROSS W.			**2,549.84**		
HERNANDEZ, ALICIA				Remit to: **INDIO** **CA**	
	2/14/2011	206368	54.50		
				REFUND-CITATION FEE	54.50
	Vendor Total		**54.50**		
FYTD for HERNANDEZ, ALICIA			**54.50**		
HERRICK, ROBERT D.				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206223	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for HERRICK, ROBERT D.			**2,549.84**		

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HERZBERG, ROBERT				Remit to: **LAKE ELSINORE** **CA**	
	2/22/2011	206488	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for HERZBERG, ROBERT			**20.00**		
HESLIN, MICHAEL K.				Remit to: **HEMET** **CA**	
	2/28/2011	206626	38.76		
				REIMB-ESRI USER GRP CONF.	38.76
	Vendor Total		**38.76**		
FYTD for HESLIN, MICHAEL K.			**517.46**		
HETHERMAN, ANTHONY CHRISTOPHER				Remit to: **TEMECULA** **CA**	
	2/28/2011	882182	213.50		
				PER DIEM-PLAYGRND SAFETY CERT.	213.50
	Vendor Total		**213.50**		
FYTD for HETHERMAN, ANTHONY CHRISTOPHER			**213.50**		
HICKMAN, LANISE				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206224	36.00		
				INSTRUCTOR SVCS-FITNESS BOOTCA	36.00
	Vendor Total		**36.00**		
FYTD for HICKMAN, LANISE			**36.00**		
HO, KEVIN CHINH				Remit to: **RIVERSIDE** **CA**	
	2/14/2011	206369	190.00		
				INSTRUCTION SVCS-5 DAYS	190.00
	Vendor Total		**190.00**		
FYTD for HO, KEVIN CHINH			**494.00**		
HOME DEPOT				Remit to: **ATLANTA** **GA**	
	2/28/2011	206627	90.00		
				REFUND-FALSE ALARM	90.00
	Vendor Total		**90.00**		
FYTD for HOME DEPOT			**90.00**		
HOUSER, EDITH E.				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206225	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for HOUSER, EDITH E.			**2,549.84**		

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HUANG, SAMUEL D.				Remit to: **RIVERSIDE** **CA**	
	2/14/2011	206370	404.50		
				REFUND-CITATION FEE	404.50
	Vendor Total		**404.50**		
FYTD for HUANG, SAMUEL D.			**404.50**		
HULL, LYLE				Remit to: **MORENO VALLEY** **CA**	
	2/22/2011	206489	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for HULL, LYLE			**20.00**		
ICMA RETIREMENT CORP 457				Remit to: **BALTIMORE** **MD**	
	2/11/2011	28021	17,729.83		
				DEF COMP-457 2/11/11	17,729.83
	2/25/2011	2810	9,604.83		
				DEF COMP-457 2/25/11	9,604.83
	Vendor Total		**27,334.66**		
FYTD for ICMA RETIREMENT CORP 457			**169,876.41**		
IL SORRENTO MOBILE PARK				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206226	215.86		
				REFUND-UT USER TAXES	215.86
	Vendor Total		**215.86**		
FYTD for IL SORRENTO MOBILE PARK			**995.45**		
ING USA ANNUITY & LIFE INSURANCE CO.				Remit to: **DES MOINES** **IA**	
	2/14/2011	206371	475.00		
				NON-EXEMPT ANNUITY	475.00
	Vendor Total		**475.00**		
FYTD for ING USA ANNUITY & LIFE INSURANCE CO.			**3,800.00**		

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INLAND CONTRACTORS, INC.			Remit to: **RIVERSIDE** **CA**	
2/14/2011	882115	2,478.90		
			ASBESTOS SURVEY/LEAD REPORT-NS	370.00
			ASBESTOS SURVEY/LEAD REPORT-NS	330.00
			ASBESTOS SURVEY/LEAD REPORT-NS	350.00
			ASBESTOS SURVEY/LEAD REPORT-NS	350.00
			ASBESTOS SURVEY/LEAD REPORT-NS	370.00
			ASBESTOS SURVEY/LEAD REPORT-NS	390.00
			DEMOLITION SVCS	318.90
2/22/2011	882154	1,849.55		
			ABATEMENT SVCS-24869 VALCREST	1,849.55
2/28/2011	882183	787.00		
			NUISANCE ABATEMENT SVCS-CODE	234.00
			NUISANCE ABATEMENT SVCS-CODE	293.00
			NUISANCE ABATEMENT SVCS-CODE	260.00
Vendor Total		**5,115.45**		
FYTD for INLAND CONTRACTORS, INC.		**25,327.08**		
INLAND EMPIRE ACCIDENT AND INJURY CENTER			Remit to: **MORENO VALLEY** **CA**	
2/28/2011	206628	86.25		
			REFUND-BUS LIC OVRPMT	86.25
Vendor Total		**86.25**		
FYTD for INLAND EMPIRE ACCIDENT AND INJURY CENTER		**86.25**		
INLAND EMPIRE MAGAZINE			Remit to: **RIVERSIDE** **CA**	
2/7/2011	206227	1,590.00		
			ADVERTISING SVCS-EDD	795.00
			ADVERTISING SVCS-CONF & REC CT	795.00
Vendor Total		**1,590.00**		
FYTD for INLAND EMPIRE MAGAZINE		**3,480.00**		
INLAND EMPIRE PROPERTY SERVICE, INC			Remit to: **MORENO VALLEY** **CA**	
2/28/2011	882184	367.00		
			NUISANCE ABATEMENT SVCS-CODE	367.00
Vendor Total		**367.00**		
FYTD for INLAND EMPIRE PROPERTY SERVICE, INC		**53,813.12**		
INSIDE PLANTS, INC.			Remit to: **CORONA** **CA**	
2/14/2011	882116	316.00		
			PLANT MAINT-CONF & REC CTR	316.00
Vendor Total		**316.00**		
FYTD for INSIDE PLANTS, INC.		**2,528.00**		

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INTERFACE SYSTEMS				Remit to: **EARTH CITY** **MO**	
	2/22/2011	206490	51.62		
				REFUND-BUS LIC OVRPMT	51.62
	Vendor Total		**51.62**		
FYTD for INTERFACE SYSTEMS			**51.62**		
INTERIOR SPECIALISTS, INC				Remit to: **CARLLSBAD** **CA**	
	2/22/2011	206491	39.64		
				REFUND-BUS LIC OVRPMT	39.64
	Vendor Total		**39.64**		
FYTD for INTERIOR SPECIALISTS, INC			**39.64**		
IRON MOUNTAIN INTELLECTUAL PROPERTY MGMT				Remit to: **NORCROSS** **GA**	
	2/28/2011	882185	700.00		
				ERP SOFTWARE ESCROW ACCT	700.00
	Vendor Total		**700.00**		
FYTD for IRON MOUNTAIN INTELLECTUAL PROPERTY MGMT			**700.00**		
IRON MOUNTAIN OFF-SITE DATA PROTECTION				Remit to: **CERRITOS** **CA**	
	2/7/2011	206228	1,036.97		
				OFFSITE DATA STORAGE-TECH SVCS	1,036.97
	Vendor Total		**1,036.97**		
FYTD for IRON MOUNTAIN OFF-SITE DATA PROTECTION			**7,950.44**		
IRONMAN NUTRITION				Remit to: **MORENO VALLEY** **CA**	
	2/28/2011	206629	61.00		
				REFUND-BUS LIC OVRPMT	61.00
	Vendor Total		**61.00**		
FYTD for IRONMAN NUTRITION			**61.00**		
IWS GENERAL CONTRACTOR				Remit to: **SANTA ANA** **CA**	
	2/22/2011	206492	1,930.00		
				SAFETY SCREEN-STARS	1,930.00
	Vendor Total		**1,930.00**		
FYTD for IWS GENERAL CONTRACTOR			**1,930.00**		
JAMS, INC.				Remit to: **LOS ANGELES** **CA**	
	2/7/2011	206229	1,008.33		
				MEDIATION SVCS	1,008.33
	Vendor Total		**1,008.33**		
FYTD for JAMS, INC.			**1,008.33**		

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JANNEY & JANNEY ATTORNEY SVCS, INC.			Remit to: **RIVERSIDE** **CA**	
2/22/2011	206493	75.00		
			MONTHLY RETAINER-CITY ATTRNY'S	75.00
	Vendor Total	**75.00**		
FYTD for JANNEY & JANNEY ATTORNEY SVCS, INC.		**1,208.65**		
JARAMILLO, MANUELA			Remit to: **MORENO VALLEY** **CA**	
2/14/2011	206372	404.50		
			REFUND-CITATION FEE	404.50
	Vendor Total	**404.50**		
FYTD for JARAMILLO, MANUELA		**404.50**		
JDEDGE SOFTWARE, LLC			Remit to: **KRUGERVILLE** **TX**	
2/22/2011	882155	2,025.00		
			CONSULTING SVCS-TECH SVCS	2,025.00
	Vendor Total	**2,025.00**		
FYTD for JDEDGE SOFTWARE, LLC		**19,852.50**		
JOE A. GONSALVES & SON			Remit to: **SACRAMENTO** **CA**	
2/14/2011	882117	3,150.00		
			REPRESENTATION SVCS	3,150.00
	Vendor Total	**3,150.00**		
FYTD for JOE A. GONSALVES & SON		**25,200.00**		
JOHN R BYERLY, INC			Remit to: **BLOOMINGTON** **CA**	
2/7/2011	206230	25.21		
			REFUND-BUS LIC OVRPMT	25.21
	Vendor Total	**25.21**		
FYTD for JOHN R BYERLY, INC		**25.21**		
JOHNSON CONTROLS, INC			Remit to: **MILWAUKEE** **WI**	
2/7/2011	206231	85.10		
			REFUND-BUS LIC OVRPMT	85.10
	Vendor Total	**85.10**		
FYTD for JOHNSON CONTROLS, INC		**85.10**		
JONES, SUSAN			Remit to: **MORENO VALLEY** **CA**	
2/7/2011	882033	318.73		
			RETIREE MED FEB '11	318.73
	Vendor Total	**318.73**		
FYTD for JONES, SUSAN		**2,549.84**		

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JTB SUPPLY CO., INC.				Remit to: **ORANGE** **CA**	
	2/14/2011	206373	8,129.06		
				TRAFFIC SGNL MAINT SUPPLIES	8,129.06
	Vendor Total		**8,129.06**		
FYTD for JTB SUPPLY CO., INC.			**16,784.49**		
JUBACK, RACHEL & MATT				Remit to: **CORONA** **CA**	
	2/22/2011	206494	20.00		
				REFUND-RABIES DEP	20.00
	Vendor Total		**20.00**		
FYTD for JUBACK, RACHEL & MATT			**20.00**		
KATHLEEN A. MULLIGAN				Remit to: **MORENO VALLEY** **CA**	
	2/22/2011	206495	7,500.00		
				MOBILEHOME ACQUIS. PER AGRMNT	7,500.00
	Vendor Total		**7,500.00**		
FYTD for KATHLEEN A. MULLIGAN			**8,925.00**		
KDM MERIDIAN, INC.				Remit to: **LAKE FOREST** **CA**	
	2/7/2011	882034	12,075.00		
				SUNNYMD BLVD REVIT PROJ SVCS	12,075.00
	2/22/2011	882156	2,425.00		
				SUNNYMD BLVD REVIT PROJ SVCS	2,425.00
	Vendor Total		**14,500.00**		
FYTD for KDM MERIDIAN, INC.			**21,142.50**		
KING, PATRICIA A.				Remit to: **LAS VEGAS** **NV**	
	2/7/2011	206232	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for KING, PATRICIA A.			**2,549.84**		
KOLB, CHARLES E.				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	882035	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for KOLB, CHARLES E.			**2,549.84**		
KOLLAR, KYLE				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	882036	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for KOLLAR, KYLE			**2,549.84**		

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KUPSAK, STEVE				Remit to: **CEDAR GLEN** **CA**	
	2/28/2011	206630	274.50		
				PER DIEM-CPRS CONFERENCE	274.50
	Vendor Total		**274.50**		
FYTD for KUPSAK, STEVE			**274.50**		
KYLE, GARY M.				Remit to: **PRESCOTT VALLEY** **AZ**	
	2/7/2011	882037	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for KYLE, GARY M.			**2,549.84**		
L D I MECHANICAL				Remit to: **CORONA** **CA**	
	2/7/2011	206233	22.75		
				REFUND-BUS LIC OVRPMT	22.75
	Vendor Total		**22.75**		
FYTD for L D I MECHANICAL			**22.75**		
LA FOLLETTE, JOHNSON, DE HAAS, ET AL				Remit to: **LOS ANGELES** **CA**	
	2/14/2011	206374	4,872.00		
				LEGAL SERVICES	4,872.00
	Vendor Total		**4,872.00**		
FYTD for LA FOLLETTE, JOHNSON, DE HAAS, ET AL			**46,986.16**		
LACAVA, DEANNA				Remit to: **MORENO VALLEY** **CA**	
	2/22/2011	206496	50.00		
				REFUND-TRAP DEPOSIT	50.00
	Vendor Total		**50.00**		
FYTD for LACAVA, DEANNA			**50.00**		
LADY FOOT LOCKER #6515				Remit to: **HARRISBURG** **PA**	
	2/7/2011	206234	77.33		
				REFUND-BUS LIC OVRPMT	77.33
	Vendor Total		**77.33**		
FYTD for LADY FOOT LOCKER #6515			**77.33**		
LAFATA, JOSEPHINE				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	882038	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for LAFATA, JOSEPHINE			**2,531.00**		

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LAKESHORE VILLAGE CLEANERS			Remit to: **MORENO VALLEY** **CA**	
2/28/2011	206631	50.00		
			REFUND-BUS LIC OVRPMT	50.00
	Vendor Total	**50.00**		
FYTD for LAKESHORE VILLAGE CLEANERS		**50.00**		
LANG, TRACEY			Remit to: **MORENO VALLEY** **CA**	
2/14/2011	206375	152.00		
			INSTRUCTION SVCS-4 DAYS	152.00
	Vendor Total	**152.00**		
FYTD for LANG, TRACEY		**456.00**		
LANGENDORF, BENJAMIN			Remit to: **PERRIS** **CA**	
2/7/2011	882039	442.80		
			RETIREE MED NOV - DEC '10	442.80
	Vendor Total	**442.80**		
FYTD for LANGENDORF, BENJAMIN		**1,421.56**		
LARRY JACINTO CONSTRUCTION			Remit to: **MENTONE** **CA**	
2/28/2011	206632	77.44		
			REFUND-BUS LIC OVRPMT	77.44
	Vendor Total	**77.44**		
FYTD for LARRY JACINTO CONSTRUCTION		**77.44**		
LAUREL INSURANCE AGENCY			Remit to: **MORENO VALLEY** **CA**	
2/7/2011	206235	55.72		
			REFUND-BUS LIC OVRPMT	55.72
	Vendor Total	**55.72**		
FYTD for LAUREL INSURANCE AGENCY		**55.72**		
LAWN TECH EQUIPMENT			Remit to: **RIVERSIDE** **CA**	
2/7/2011	882040	63.00		
			CHAIN SHARPENING-TREE MAINT	63.00
2/14/2011	882118	130.00		
			CHAIN SHARPENING-TREE MAINT	15.00
			CHAIN SHARPENING-TREE MAINT	115.00
	Vendor Total	**193.00**		
FYTD for LAWN TECH EQUIPMENT		**2,063.97**		

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LAWYERS TITLE INC				Remit to: **NEWPORT BEACH** **CA**	
	2/10/2011	110207	22,581.00		
				ACQ & ESCROW-12095 HEACOCK ST	22,581.00
	Vendor Total		**22,581.00**		
FYTD for LAWYERS TITLE INC			**151,837.50**		
LEADING EDGE LEARNING CENTER				Remit to: **MORENO VALLEY** **CA**	
	2/22/2011	206497	165.65		
				REFUND-BUS LIC OVRPMT	111.54
				REFUND-BUS LIC OVRPMT	54.11
	Vendor Total		**165.65**		
FYTD for LEADING EDGE LEARNING CENTER			**1,129.01**		
LENT, WANDA M.				Remit to: **MORENO VALLEY** **CA**	
	2/28/2011	206613	0.00		
				REFUND-BUS LIC OVRPMT	12.03
				VOIDED CHECK #206613 ON2/28/11	-12.03
	Vendor Total		**0.00**		
FYTD for LENT, WANDA M.			**0.00**		
LEONOR S. AQUIRRE				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	206376	7,500.00		
				MOBILEHOME ACQUIS. PER AGRMNT	7,500.00
	Vendor Total		**7,500.00**		
FYTD for LEONOR S. AQUIRRE			**7,500.00**		
LEVI'S LANDSCAPING, INC				Remit to: **RIVERSIDE** **CA**	
	2/7/2011	206237	43.95		
				REFUND-BUS LIC OVRPMT	43.95
	Vendor Total		**43.95**		
FYTD for LEVI'S LANDSCAPING, INC			**43.95**		
LEWIS BRISBOIS BISGAARD & SMITH LLP				Remit to: **SAN BERNARDINO** **CA**	
	2/14/2011	882119	1,631.61		
				LEGAL SERVICES-RISK MGT	1,631.61
	Vendor Total		**1,631.61**		
FYTD for LEWIS BRISBOIS BISGAARD & SMITH LLP			**6,461.85**		
LEWIS, CAROLYN S.				Remit to: **BEAUMONT** **CA**	
	2/7/2011	882041	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for LEWIS, CAROLYN S.			**2,531.00**		

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LEXISNEXIS				Remit to: **LOS ANGELES** **CA**	
	2/28/2011	882186	1,480.00		
				ONLINE LEGAL SVCS-CDD	370.00
				ONLINE LEGAL SVCS-CITY ATTRNY	740.00
				ONLINE LEGAL SVCS-CITY CLRKS	370.00
	Vendor Total		**1,480.00**		
FYTD for LEXISNEXIS			**13,320.00**		
LINDO, HERMINA G.				Remit to: **TITUSVILLE** **FL**	
	2/7/2011	882042	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for LINDO, HERMINA G.			**2,231.11**		
LINE X OF MORENO VALLEY				Remit to: **LAKE ELSINORE** **CA**	
	2/7/2011	206238	38.83		
				REFUND-BUS LIC OVRPMT	38.83
	Vendor Total		**38.83**		
FYTD for LINE X OF MORENO VALLEY			**38.83**		
LIVING WAY CHRISTIAN FELLOWSHIP				Remit to: **MORENO VALLEY** **CA**	
	2/28/2011	206633	200.00		
				REFUND-RNTL DEP 2/14/11	200.00
	Vendor Total		**200.00**		
FYTD for LIVING WAY CHRISTIAN FELLOWSHIP			**950.00**		
LOGAN, CHARLES				Remit to: **LAS VEGAS** **NV**	
	2/7/2011	882043	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for LOGAN, CHARLES			**2,549.84**		
LOPEZ RENTAL PROPERTY				Remit to: **MURRIETA** **CA**	
	2/28/2011	206634	24.00		
				REFUND-BUS LIC OVRPMT	24.00
	Vendor Total		**24.00**		
FYTD for LOPEZ RENTAL PROPERTY			**24.00**		
LOPEZ, BRENDA				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206239	47.00		
				REFUND-CLASS REGIST	47.00
	Vendor Total		**47.00**		
FYTD for LOPEZ, BRENDA			**47.00**		

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LOR GEOTECHNICAL GROUP, INC.			Remit to: **RIVERSIDE** **CA**	
2/7/2011	882044	7,025.00		
			CITYWIDE BRIDGE MAINT PRGM	4,000.00
			SUNNYMD BLVD REVIT PROJ SVCS	673.70
			SUNNYMD BLVD REVIT PROJ SVCS	266.30
			IRONWD AVE/DAY ST-BARCLAY PROJ	2,085.00
2/28/2011	882187	582.00		
			SUNNYMD BLVD PED ACCESS RAMP	582.00
	Vendor Total	**7,607.00**		
FYTD for LOR GEOTECHNICAL GROUP, INC.		**52,846.00**		
LOS ANGELES SIGNAL CONSTRUCTION, INC			Remit to: **SAN DIMAS** **CA**	
2/22/2011	206498	22.46		
			REFUND-BUS LIC OVRPMT	22.46
	Vendor Total	**22.46**		
FYTD for LOS ANGELES SIGNAL CONSTRUCTION, INC		**22.46**		
LOS ANGELES TIMES			Remit to: **PHOENIX** **AZ**	
2/22/2011	206499	23.92		
			SUBSCRIPTION-2/5 TO 3/30	23.92
	Vendor Total	**23.92**		
FYTD for LOS ANGELES TIMES		**23.92**		
LOW PRICE AUTO GLASS #60			Remit to: **MORENO VALLEY** **CA**	
2/28/2011	206635	84.14		
			REFUND-BUS LIC OVRPMT	84.14
	Vendor Total	**84.14**		
FYTD for LOW PRICE AUTO GLASS #60		**84.14**		
LOZANO, DAVID M.			Remit to: **MORENO VALLEY** **CA**	
2/14/2011	206377	50.00		
			REFUND-TRAP DEPOSIT	50.00
	Vendor Total	**50.00**		
FYTD for LOZANO, DAVID M.		**50.00**		
LUMLEY, ROBERT C.			Remit to: **MORENO VALLEY** **CA**	
2/7/2011	882045	318.73		
			RETIREE MED FEB '11	318.73
	Vendor Total	**318.73**		
FYTD for LUMLEY, ROBERT C.		**2,549.84**		

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LUXOTTICA				Remit to: **MASON** **OH**	
	2/28/2011	206636	30.00		
				REFUND-FALSE ALARM	30.00
	Vendor Total		**30.00**		
FYTD for LUXOTTICA			**30.00**		
MACKENZIE LANDSCAPE				Remit to: **MENIFEE** **CA**	
	2/28/2011	206637	81.15		
				REFUND-BUS LIC OVRPMT	81.15
	Vendor Total		**81.15**		
FYTD for MACKENZIE LANDSCAPE			**81.15**		
MANERI TRAFFIC CONTROL				Remit to: **FALLBROOK** **CA**	
	2/28/2011	206638	20.00		
				REFUND-BUS LIC OVRPMT	20.00
	Vendor Total		**20.00**		
FYTD for MANERI TRAFFIC CONTROL			**20.00**		
MARCH JOINT POWERS AUTHORITY				Remit to: **RIVERSIDE** **CA**	
	2/14/2011	206378	10.12		
				GAS CHARGES-MF COMM CTR	8.27
				GAS CHARGES-MF COMM CTR	1.85
	Vendor Total		**10.12**		
FYTD for MARCH JOINT POWERS AUTHORITY			**53.85**		
MARINA LANDSCAPE, INC				Remit to: **ANAHEIM** **CA**	
	2/28/2011	206639	4,994.91		
				LANDSCAPE MAINT-DSG2S	4,994.91
	Vendor Total		**4,994.91**		
FYTD for MARINA LANDSCAPE, INC			**53,779.71**		
MARQUEZ, AVENDIDA				Remit to: **PERRIS** **CA**	
	2/14/2011	206379	404.50		
				REFUND-CITATION FEE	404.50
	Vendor Total		**404.50**		
FYTD for MARQUEZ, AVENDIDA			**404.50**		
MARTIAL ARTS INTERNATIONAL, USKO				Remit to: **MORENO VALLEY** **CA**	
	2/28/2011	206640	224.00		
				INSTRUCTOR SVCS-KICKBOXING	112.00
				INSTRUCTOR SVCS-BOXING	112.00
	Vendor Total		**224.00**		
FYTD for MARTIAL ARTS INTERNATIONAL, USKO			**504.00**		

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MARTINEZ, AIDA				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	206380	300.00		
				REFUND-RNTL DEP 1/15/11	300.00
	Vendor Total		**300.00**		
FYTD for MARTINEZ, AIDA			**300.00**		
MARTINEZ, REGGIE				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206240	70.00		
				SPORTS OFFICIATING SVCS	70.00
	2/14/2011	206381	35.00		
				SPORTS OFFICIATING SVCS	35.00
	Vendor Total		**105.00**		
FYTD for MARTINEZ, REGGIE			**595.00**		
MASONITE INTERNATIONAL				Remit to: **TAMPA** **FL**	
	2/22/2011	206500	300.56		
				REFUND-FALSE ALARM	300.56
	Vendor Total		**300.56**		
FYTD for MASONITE INTERNATIONAL			**300.56**		
MATHIS, NOLAN				Remit to: **JACKSON** **KY**	
	2/7/2011	882046	296.00		
				RETIREE MED DEC '10	296.00
	Vendor Total		**296.00**		
FYTD for MATHIS, NOLAN			**2,368.00**		
MAXINOSKI, SUE A.				Remit to: **AVINGER** **TX**	
	2/7/2011	882047	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for MAXINOSKI, SUE A.			**2,549.84**		
MAYER HOFFMAN MCCANN P.C.				Remit to: **IRVINE** **CA**	
	2/22/2011	206501	13,404.00		
				AUDITING SVCS-RDA	1,736.00
				AUDITING SVCS-RDA	3,472.00
				AUDITING SVCS-CHILD CARE PRGM	8,196.00
	2/28/2011	206641	23,443.00		
				AUDITING SVCS-CITY AUDIT	19,165.00
				AUDITING SVCS-RDA	1,426.00
				AUDITING SVCS-RDA	2,852.00
	Vendor Total		**36,847.00**		
FYTD for MAYER HOFFMAN MCCANN P.C.			**57,817.00**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MC CONNELL CABINETS, INC.			Remit to: **INDUSTRY** **CA**	
2/22/2011	206502	31.50		
			REFUND-BUS LIC OVRPMT	31.50
Vendor Total		**31.50**		
FYTD for MC CONNELL CABINETS, INC.		**31.50**		
MC GRATH RENTCORP (MOBILE MODULAR)			Remit to: **LIVERMORE** **CA**	
2/7/2011	206241	49.00		
			REFUND-BUS.LIC OVERPYMT	49.00
Vendor Total		**49.00**		
FYTD for MC GRATH RENTCORP (MOBILE MODULAR)		**49.00**		
MCCARTHY & BERLIN, LLP			Remit to: **SAN JOSE** **CA**	
2/14/2011	882120	234.50		
			LEGAL SERVICES-UTILITY	234.50
Vendor Total		**234.50**		
FYTD for MCCARTHY & BERLIN, LLP		**3,239.65**		
MCCARTY, MICHAEL			Remit to: **BEAUMONT** **CA**	
2/28/2011	206642	394.90		
			TRAVEL EXP.-CPRS CONFERENCE	181.40
			TRAVEL EXP.-CPRS CONFERENCE	213.50
Vendor Total		**394.90**		
FYTD for MCCARTY, MICHAEL		**394.90**		
McDONALD, CHRIS			Remit to: **PERRIS** **CA**	
2/22/2011	206503	342.00		
			INSTRUCTION SVCS-9 DAYS	342.00
Vendor Total		**342.00**		
FYTD for McDONALD, CHRIS		**1,596.00**		
MCKINNEY, MICHELLE			Remit to: **PERRIS** **CA**	
2/14/2011	206382	74.40		
			REFUND-CLASS REGIST	74.40
Vendor Total		**74.40**		
FYTD for MCKINNEY, MICHELLE		**74.40**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MEEKS, DANIEL				Remit to: **PERRIS** **CA**	
	2/7/2011	882048	100.00		
				SPORTS OFFICIATING SVCS	100.00
	2/28/2011	882188	140.00		
				SPORTS OFFICIATING SVCS	60.00
				SPORTS OFFICIATING SVCS	80.00
	Vendor Total		**240.00**		
FYTD for MEEKS, DANIEL			**1,340.00**		
MELAD & ASSOCIATES, INC				Remit to: **HUNTINGTON BEACH** **CA**	
	2/14/2011	206383	6,353.82		
				PLAN CHECK SVCS-BLDG/SFTY	6,353.82
	Vendor Total		**6,353.82**		
FYTD for MELAD & ASSOCIATES, INC			**28,292.02**		
MENDENHALL, DALE W.				Remit to: **HEMET** **CA**	
	2/28/2011	206643	19.48		
				REIMB-ESRI USER GRP CONF.	19.48
	Vendor Total		**19.48**		
FYTD for MENDENHALL, DALE W.			**108.33**		
MENDOZA, LORRAINE				Remit to: **TEMECULA** **CA**	
	2/28/2011	206644	56.00		
				REFUND-ANML SVC FEES	30.00
				REFUND-ANML SVC FEES	10.00
				REFUND-ANML SVC FEES	16.00
	Vendor Total		**56.00**		
FYTD for MENDOZA, LORRAINE			**56.00**		
MENGISTU, YESHIALEM				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	206384	117.81		
				MILEAGE REIMBURSEMENT	117.81
	Vendor Total		**117.81**		
FYTD for MENGISTU, YESHIALEM			**674.81**		
MENOS STEREOS				Remit to: **MORENO VALLEY** **CA**	
	2/22/2011	206504	71.88		
				REFUND-BUS LIC OVRPMT	71.88
	Vendor Total		**71.88**		
FYTD for MENOS STEREOS			**71.88**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MESSIN, LOUIS				Remit to: **BULLHEAD CITY** **AZ**	
	2/7/2011	882049	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for MESSIN, LOUIS			**2,549.84**		
MEYERS, ROBERT				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206242	252.00		
				INSTRUCTOR SVCS-DRAWING 9	189.00
				INSTRUCTOR SVCS-PHOTOGRAPHY 3	63.00
	Vendor Total		**252.00**		
FYTD for MEYERS, ROBERT			**1,911.00**		
MGT OF AMERICA, INC.				Remit to: **SACRAMENTO** **CA**	
	2/7/2011	882050	3,000.00		
				SB90 COST CLAIMING	3,000.00
	Vendor Total		**3,000.00**		
FYTD for MGT OF AMERICA, INC.			**9,000.00**		
MICHAEL ZAKHAROV SCAFFOLDING				Remit to: **MORENO VALLEY** **CA**	
	2/28/2011	206645	71.74		
				REFUND-BUS LIC OVRPMT	71.74
	Vendor Total		**71.74**		
FYTD for MICHAEL ZAKHAROV SCAFFOLDING			**71.74**		
MILES, ROBERT				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	882051	229.88		
				RETIREE MED FEB '11	229.88
	Vendor Total		**229.88**		
FYTD for MILES, ROBERT			**1,626.94**		
MINARD, MARK E.				Remit to: **REDLANDS** **CA**	
	2/7/2011	882052	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for MINARD, MARK E.			**2,486.48**		
MISSION PAVING AND SEALING, INC				Remit to: **IRWINDALE** **CA**	
	2/22/2011	206505	42.21		
				REFUND-BUS LIC OVRPMT	42.21
	Vendor Total		**42.21**		
FYTD for MISSION PAVING AND SEALING, INC			**42.21**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MISTRETTA, ARTHUR				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	882053	396.00		
				SPORTS OFFICIATING SVCS	54.00
				SPORTS OFFICIATING SVCS	90.00
				SPORTS OFFICIATING SVCS	54.00
				SPORTS OFFICIATING SVCS	54.00
				SPORTS OFFICIATING SVCS	90.00
				SPORTS OFFICIATING SVCS	54.00
	2/14/2011	882121	216.00		
				SPORTS OFFICIATING SVCS	54.00
				SPORTS OFFICIATING SVCS	90.00
				SPORTS OFFICIATING SVCS	54.00
				SPORTS OFFICIATING SVCS	18.00
	2/28/2011	882189	144.00		
				SPORTS OFFICIATING SVCS	36.00
				SPORTS OFFICIATING SVCS	38.00
				SPORTS OFFICIATING SVCS	16.00
				SPORTS OFFICIATING SVCS	54.00
	Vendor Total		**756.00**		
FYTD for MISTRETTA, ARTHUR			**2,070.00**		
MITCHELL, EUDORA				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	206385	200.00		
				REFUND-RNTL DEP 1/22/11	200.00
	Vendor Total		**200.00**		
FYTD for MITCHELL, EUDORA			**200.00**		
MITCHELL, HAILEY				Remit to: **CALIMESA** **CA**	
	2/22/2011	206506	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for MITCHELL, HAILEY			**20.00**		
MITY-LITE, INC.				Remit to: **OREM** **UT**	
	2/7/2011	882054	2,591.76		
				TABLES FOR C & R	1,788.31
				TABLES FOR C & R	803.45
	Vendor Total		**2,591.76**		
FYTD for MITY-LITE, INC.			**2,591.76**		
MOLLICA, MIKE				Remit to: **DUNNELLON** **FL**	
	2/7/2011	882055	401.42		
				RETIREE MED FEB '11	401.42
	Vendor Total		**401.42**		
FYTD for MOLLICA, MIKE			**3,211.36**		

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MORA, PATRICIA A.				Remit to: **MORENO VALLEY CA**	
	2/7/2011	882056	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for MORA, PATRICIA A.			**2,549.84**		
MORALES, FREDDY				Remit to: **MORENO VALLEY CA**	
	2/22/2011	206507	39.00		
				REFUND-CLASS REGIST	39.00
	Vendor Total		**39.00**		
FYTD for MORALES, FREDDY			**39.00**		
MORENO SUBWAY, INC				Remit to: **MENIFEE CA**	
	2/7/2011	206243	84.78		
				REFUND-BUS.LIC OVERPYMT	84.78
	Vendor Total		**84.78**		
FYTD for MORENO SUBWAY, INC			**84.78**		
MORENO VALLEY CHAMBER OF COMMERCE				Remit to: **MORENO VALLEY CA**	
	2/7/2011	206244	75.00		
				INSTL/AWARDS DINNER-J.ANDERSON	75.00
	2/22/2011	206508	750.00		
				REFUND-RNTL DEP 1/16/11	750.00
	2/22/2011	206509	90.00		
				WAKE UP MEETING-1/26	15.00
				WAKE UP MEETING-1/26	15.00
				WAKE UP MEETING-1/26	15.00
				WAKE UP MEETING-1/26	15.00
				WAKE UP MEETING-1/26	15.00
				WAKE UP MEETING-1/26	15.00
	Vendor Total		**915.00**		
FYTD for MORENO VALLEY CHAMBER OF COMMERCE			**22,525.00**		
MORENO VALLEY CITY EMPLOYEES ASSOC.				Remit to:	
	2/11/2011	2801	1,573.00		
				MVCEA DUES 2/11/11	1,573.00
	2/25/2011	2809	1,567.50		
				MVCEA DUES 2/25/11	1,567.50
	Vendor Total		**3,140.50**		
FYTD for MORENO VALLEY CITY EMPLOYEES ASSOC.			**28,225.00**		

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MORENO VALLEY CONSTRUCTION			Remit to: **MORENO VALLEY**	**CA**
2/7/2011	206245	45.00		
			REFUND-BUS.LIC OVERPYMT	45.00
	Vendor Total	**45.00**		
FYTD for MORENO VALLEY CONSTRUCTION		**45.00**		
MORENO VALLEY GATEWAY, LLC			Remit to: **SAN JUAN CAPISTRANO**	**CA**
2/22/2011	882157	17,142.59		
			BLDG LEASE-FACILITIES ANNEX	2,458.97
			BLDG LEASE-TECH SVCS ANNEX	5,475.90
			BLDG LEASE-SPCL DIST/MVU ANNX	9,207.72
	Vendor Total	**17,142.59**		
FYTD for MORENO VALLEY GATEWAY, LLC		**137,140.72**		
MORENO VALLEY HIGH SCHOOL			Remit to: **MORENO VALLEY**	**CA**
2/28/2011	206646	610.50		
			REFUND-RNTL DEP 2/11/11	610.50
	Vendor Total	**610.50**		
FYTD for MORENO VALLEY HIGH SCHOOL		**610.50**		
MORENO VALLEY HISPANIC CHAMBER OF COMMER			Remit to: **MORENO VALLEY**	**CA**
2/14/2011	206386	50.00		
			2/1/11 ADELANTE MTG ATTENDANCE	10.00
			2/1/11 ADELANTE MTG ATTENDANCE	10.00
			2/1/11 ADELANTE MTG ATTENDANCE	10.00
			2/1/11 ADELANTE MTG ATTENDANCE	10.00
			2/1/11 ADELANTE MTG ATTENDANCE	10.00
	Vendor Total	**50.00**		
FYTD for MORENO VALLEY HISPANIC CHAMBER OF COMMER		**4,660.00**		
MORENO VALLEY POLICE DEPARTMENT			Remit to: **MORENO VALLEY**	**CA**
2/22/2011	206510	200.00		
			HOLIDAY CHEER DONATION	200.00
	Vendor Total	**200.00**		
FYTD for MORENO VALLEY POLICE DEPARTMENT		**200.00**		
MORGAN, LISA A.			Remit to: **MENTONE**	**CA**
2/7/2011	882057	318.73		
			RETIREE MED FEB '11	318.73
	Vendor Total	**318.73**		
FYTD for MORGAN, LISA A.		**2,549.84**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORRIS-BARNES, YOLANDA			Remit to: **MORENO VALLEY**	**CA**
2/22/2011	206511	37.00		
			REFUND-CLASS REGIST	37.00
Vendor Total		**37.00**		
FYTD for MORRIS-BARNES, YOLANDA		**37.00**		
MOTHERHOOD MATERNITY #1889			Remit to: **PHILADELPHIA**	**PA**
2/22/2011	206512	76.10		
			REFUND-BUS LIC OVRPMT	76.10
Vendor Total		**76.10**		
FYTD for MOTHERHOOD MATERNITY #1889		**76.10**		
MOTIVATIONAL MEDIA ASSEMBLIES			Remit to: **BURBANK**	**CA**
2/22/2011	206513	3,200.00		
			MOTIVATIONAL SCHOOL PRGM-PD	3,200.00
Vendor Total		**3,200.00**		
FYTD for MOTIVATIONAL MEDIA ASSEMBLIES		**3,200.00**		
MR. CLEAN MAINTENANCE SYSTEMS			Remit to: **COLTON**	**CA**
2/7/2011	206246	78.00		
			REFUND-BUS.LIC OVERPYMT	78.00
Vendor Total		**78.00**		
FYTD for MR. CLEAN MAINTENANCE SYSTEMS		**78.00**		
MUSICSTAR			Remit to: **RIVERSIDE**	**CA**
2/22/2011	206514	432.00		
			INSTRUCTOR SVCS-GUITAR LESSONS	108.00
			INSTRUCTOR SVCS-PIANO LESSONS	135.00
			INSTRUCTOR SVCS-PIANO LESSONS	81.00
			INSTRUCTOR SVCS-PIANO LESSONS	108.00
Vendor Total		**432.00**		
FYTD for MUSICSTAR		**6,086.97**		
MYERS, ANA MARIA			Remit to: **MORENO VALLEY**	**CA**
2/28/2011	206647	75.00		
			INSTRUCTOR SVCS-CPR	75.00
Vendor Total		**75.00**		
FYTD for MYERS, ANA MARIA		**75.00**		
N P G CORPORATION			Remit to: **PERRIS**	**CA**
2/22/2011	206515	25.65		
			REFUND-BUS LIC OVRPMT	25.65
Vendor Total		**25.65**		
FYTD for N P G CORPORATION		**25.65**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
NASON STREET SUBWAY, LLC			Remit to: **MENIFEE** **CA**	
2/7/2011	206247	75.50		
			REFUND-BUS.LIC OVERPYMT	75.50
Vendor Total		**75.50**		
FYTD for NASON STREET SUBWAY, LLC		**75.50**		
NATIONAL CONSTRUCTION RENTALS			Remit to: **MISSION HILLS** **CA**	
2/7/2011	206248	33.63		
			REFUND-BUS.LIC OVERPYMT	33.63
Vendor Total		**33.63**		
FYTD for NATIONAL CONSTRUCTION RENTALS		**33.63**		
NATIONAL PAVING COMPANY, INC			Remit to: **RIVERSIDE** **CA**	
2/7/2011	206249	25.00		
			REFUND-BUS.LIC OVERPYMT	25.00
Vendor Total		**25.00**		
FYTD for NATIONAL PAVING COMPANY, INC		**25.00**		
NATIONWIDE RETIREMENT SOLUTIONS			Remit to: **COLUMBUS** **OH**	
2/11/2011	2799	11,271.63		
			PST DEF COMP FOR FICA 2/11/11	11,271.63
2/11/2011	2800	23,936.67		
			DEF COMP-457 & 401(A) 2/11/11	23,936.67
2/25/2011	2807	10,909.26		
			PST DEF COMP FOR FICA 2/25/11	10,909.26
2/25/2011	2808	23,936.24		
			DEF COMP-457 & 401(A) 2/25/11	23,936.24
Vendor Total		**70,053.80**		
FYTD for NATIONWIDE RETIREMENT SOLUTIONS		**549,080.61**		
NAVARRETTE, RALPH			Remit to: **RANCHO CUCAMONGA** **CA**	
2/7/2011	882058	318.73		
			RETIREE MED FEB '11	318.73
Vendor Total		**318.73**		
FYTD for NAVARRETTE, RALPH		**2,549.84**		
NELSON, ROBERT			Remit to: **ONTARIO** **CA**	
2/7/2011	882059	325.66		
			RETIREE MED FEB '11	325.66
Vendor Total		**325.66**		
FYTD for NELSON, ROBERT		**2,484.92**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
NELSON, RUTH L.				Remit to: **PERRIS** **CA**	
	2/7/2011	882060	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for NELSON, RUTH L.			**2,549.84**		
NELSON, TIMOTHY IVAN				Remit to: **GRAND TERRACE** **CA**	
	2/14/2011	206388	608.00		
				INSTRUCTION SVCS-16 DAYS	608.00
	Vendor Total		**608.00**		
FYTD for NELSON, TIMOTHY IVAN			**2,128.00**		
NEUSTAEDTER, CRAIG S				Remit to: **IRVINE** **CA**	
	2/7/2011	206250	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for NEUSTAEDTER, CRAIG S			**2,549.84**		
NEW HOPE CHRISTIAN CENTER, INC.				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206251	45.88		
				REFUND-BUS.LIC OVERPYMT	45.88
	Vendor Total		**45.88**		
FYTD for NEW HOPE CHRISTIAN CENTER, INC.			**45.88**		
NEW HORIZON MOBILE HOME PARK				Remit to: **LOS ANGELES** **CA**	
	2/14/2011	882122	7.95		
				REFUND-UT USER TAXES	7.95
	Vendor Total		**7.95**		
FYTD for NEW HORIZON MOBILE HOME PARK			**34.37**		
NEWPORT AWNING COMPANY, INC.				Remit to: **SANTA ANA** **CA**	
	2/7/2011	206252	195.20		
				REFUND-PERMIT FEE	195.20
	Vendor Total		**195.20**		
FYTD for NEWPORT AWNING COMPANY, INC.			**195.20**		
NEWPORT DENTAL				Remit to: **IRVINE** **CA**	
	2/7/2011	206253	22.50		
				REFUND-BUS.LIC OVERPYMT	22.50
	Vendor Total		**22.50**		
FYTD for NEWPORT DENTAL			**22.50**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
NIEBURGER, JUDITH A.				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206254	401.42		
				RETIREE MED FEB '11	401.42
	Vendor Total		**401.42**		
FYTD for NIEBURGER, JUDITH A.			**3,211.36**		
NIP & CUT HAIR STUDIO				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206255	35.00		
				REFUND-BUS.LIC OVERPYMT	35.00
	Vendor Total		**35.00**		
FYTD for NIP & CUT HAIR STUDIO			**35.00**		
NOBEL SYSTEMS				Remit to: **SAN BERNARDINO** **CA**	
	2/22/2011	882158	24,000.00		
				GIS CONVERSION-TECH SVCS	24,000.00
	Vendor Total		**24,000.00**		
FYTD for NOBEL SYSTEMS			**24,000.00**		
NOBLES, GARRETT				Remit to: **HEMET** **CA**	
	2/14/2011	206389	88.19		
				MILEAGE REIMBURSEMENT	88.19
	Vendor Total		**88.19**		
FYTD for NOBLES, GARRETT			**409.69**		
NUSBAUM, RICHARD				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	206390	45.00		
				REFUND-CLASS REGIST	45.00
	Vendor Total		**45.00**		
FYTD for NUSBAUM, RICHARD			**45.00**		
NUTRITIONAL MERCHANDISE				Remit to: **LA HABRA** **CA**	
	2/28/2011	206648	89.18		
				REFUND-BUS LIC OVRPMT	89.18
	Vendor Total		**89.18**		
FYTD for NUTRITIONAL MERCHANDISE			**89.18**		
OCHOA, CESAREO ROSAS				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	206391	72.50		
				REFUND-CITATION FEE	72.50
	Vendor Total		**72.50**		
FYTD for OCHOA, CESAREO ROSAS			**72.50**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
OFFICE DEPOT				Remit to: **LOS ANGELES** **CA**	
	2/22/2011	206516	53.05		
				FILE DIVIDER TABS-FINANCE	53.05
	Vendor Total		**53.05**		
FYTD for OFFICE DEPOT			**88.72**		
ONE ACUPUNTURE CLINIC				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206257	61.45		
				REFUND-BUS.LIC OVERPYMT	61.45
	Vendor Total		**61.45**		
FYTD for ONE ACUPUNTURE CLINIC			**61.45**		
OPERATION SAFEHOUSE, INC.				Remit to: **RIVERSIDE** **CA**	
	2/14/2011	206392	6,047.98		
				CDBG SVCS-SHELTER PRGM	307.17
				CDBG SVCS-SHELTER PRGM	457.56
				CDBG SVCS-SHELTER PRGM	803.29
				CDBG SVCS-SHELTER PRGM	1,271.31
				CDBG SVCS-SHELTER PRGM	1,927.76
				CDBG SVCS-SHELTER PRGM	1,280.89
	Vendor Total		**6,047.98**		
FYTD for OPERATION SAFEHOUSE, INC.			**8,545.46**		
ORACLE AMERICA				Remit to: **SAN FRANCISCO** **CA**	
	2/28/2011	206649	21,621.69		
				ONEWORLD MAINT SVCS-TECH SVCS	21,621.69
	Vendor Total		**21,621.69**		
FYTD for ORACLE AMERICA			**43,243.38**		
ORELLANA, SHANNON				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	206393	404.50		
				REFUND-CITATION FEE	404.50
	Vendor Total		**404.50**		
FYTD for ORELLANA, SHANNON			**404.50**		
OUTDOOR DESIGN STUDIO, LLC	**2409820**			Remit to: **MURRIETA** **CA**	
	2/22/2011	206517	11,080.63		
				MONUMENT SIGNS FOR CITY PARKS	11,080.63
	Vendor Total		**11,080.63**		
FYTD for OUTDOOR DESIGN STUDIO, LLC 2409820			**11,080.63**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
OVERLAND PACIFIC & CUTLER, INC.				Remit to: **LONG BEACH** **CA**	
	2/7/2011	882061	6,720.00		
				RIGHT OF WAY SVCS-VARIOUS PROJ	6,720.00
	Vendor Total		**6,720.00**		
FYTD for OVERLAND PACIFIC & CUTLER, INC.			**101,945.25**		
OVIEDO, JAVIER				Remit to: **RIVERSIDE** **CA**	
	2/14/2011	206394	75.00		
				REFUND-S/N DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for OVIEDO, JAVIER			**75.00**		
OXFORD UNIVERSITY PRESS				Remit to: **CARY** **NC**	
	2/28/2011	206650	154.37		
				MISC BOOKS-LIBRARY	51.00
				MISC BOOKS-SHIPPING	11.36
				MISC BOOKS-SALES TAX	4.47
				MISC BOOKS-LIBRARY	68.00
				MISC BOOKS-SHIPPING	13.59
				MISC BOOKS-SALES TAX	5.95
	Vendor Total		**154.37**		
FYTD for OXFORD UNIVERSITY PRESS			**154.37**		
PACHECO, VICKI				Remit to: **MORENO VALLEY** **CA**	
	2/28/2011	206651	200.00		
				REFUND-RNTL DEP 2/5/11	200.00
	Vendor Total		**200.00**		
FYTD for PACHECO, VICKI			**200.00**		
PACIFIC COAST TITLE				Remit to: **BREA** **CA**	
	2/7/2011	206258	200.00		
				REFUND-ADMIN CITATION	200.00
	Vendor Total		**200.00**		
FYTD for PACIFIC COAST TITLE			**200.00**		
PACIFIC COMMERCIAL CONSTRUCTION				Remit to: **CARLSBAD** **CA**	
	2/22/2011	206518	32.29		
				REFUND-BUS LIC OVRPMT	32.29
	Vendor Total		**32.29**		
FYTD for PACIFIC COMMERCIAL CONSTRUCTION			**32.29**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PACIFIC GREEN HORTICULTURAL SVC			Remit to: **UPLAND** **CA**	
2/7/2011	206259	989.00		
			FERTILIZATION-ZONE E-1	302.97
			FERTILIZATION-ZONE E-4	550.15
			FERTILIZATION-ZONE E-7	112.61
			FERTILIZATION-ZONE E-14	23.27
	Vendor Total	**989.00**		
FYTD for PACIFIC GREEN HORTICULTURAL SVC		**5,548.83**		
PACIFIC MOBILE HOME CONSTRUCTION			Remit to: **CORONA** **CA**	
2/7/2011	882062	9,000.00		
			26871 ALESSANDRO #68-GRANT WK	9,000.00
	Vendor Total	**9,000.00**		
FYTD for PACIFIC MOBILE HOME CONSTRUCTION		**9,000.00**		
PACIFIC TELEMANAGEMENT SERVICES			Remit to: **SAN RAMON** **CA**	
2/22/2011	882159	438.48		
			PAYPHONE SVCS	375.84
			PAYPHONE SVCS	62.64
	Vendor Total	**438.48**		
FYTD for PACIFIC TELEMANAGEMENT SERVICES		**3,507.84**		
PAETEC COMMUNICATIONS, INC			Remit to: **FAIRPORT** **NY**	
2/7/2011	206260	22.51		
			REFUND-BUS.LIC OVERPYMT	22.51
	Vendor Total	**22.51**		
FYTD for PAETEC COMMUNICATIONS, INC		**22.51**		
PALAU, SHANNA			Remit to: **MORENO VALLEY** **CA**	
2/22/2011	206519	182.00		
			MILEAGE/PARKING-DEV TRADESHOW	182.00
	Vendor Total	**182.00**		
FYTD for PALAU, SHANNA		**487.17**		
PAM'S DONUTS			Remit to: **MORENO VALLEY** **CA**	
2/28/2011	206652	38.18		
			REFUND-BUS LIC OVRPMT	38.18
	Vendor Total	**38.18**		
FYTD for PAM'S DONUTS		**38.18**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PARACLETE FIRE & SAFETY, INC			Remit to: **BREA** **CA**	
2/28/2011	206653	294.00		
			REFUND-BUS LIC OVRPMT	294.00
Vendor Total		**294.00**		
FYTD for PARACLETE FIRE & SAFETY, INC		**294.00**		
PARSONS TRANSPORTATION GROUP, INC.			Remit to: **IRVINE** **CA**	
2/28/2011	206654	21,093.07		
			SR60/MOR BCH DR INTERCHG PROJ	21,093.07
Vendor Total		**21,093.07**		
FYTD for PARSONS TRANSPORTATION GROUP, INC.		**463,466.59**		
PATTERSON, ALFREY			Remit to: **MORENO VALLEY** **CA**	
2/7/2011	206261	229.88		
			RETIREE MED FEB '11	229.88
Vendor Total		**229.88**		
FYTD for PATTERSON, ALFREY		**1,626.94**		
PATTISON, GREG			Remit to: **RIVERSIDE** **CA**	
2/14/2011	206395	20.00		
			REFUND-RABIES DEPOSIT	20.00
Vendor Total		**20.00**		
FYTD for PATTISON, GREG		**20.00**		
PAUL, MICHAEL			Remit to: **SAN JACINTO** **CA**	
2/7/2011	206262	110.00		
			SPORTS OFFICIATING SVCS	110.00
2/28/2011	206655	88.00		
			SPORTS OFFICIATING SVCS	88.00
Vendor Total		**198.00**		
FYTD for PAUL, MICHAEL		**1,395.00**		
PAYLESS SHOE SOURCE			Remit to: **TOPEKA** **KS**	
2/7/2011	206263	277.55		
			REFUND-BUS.LIC OVERPYMT	99.14
			REFUND-BUS.LIC OVERPYMT	86.16
			REFUND-BUS.LIC OVERPYMT	92.25
Vendor Total		**277.55**		
FYTD for PAYLESS SHOE SOURCE		**277.55**		

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PENA, BETSY				Remit to: **DUARTE** **CA**	
	2/22/2011	206521	47.00		
				REFUND-ANML LIC FEE	9.00
				REFUND-ANML LIC FEE	19.00
				REFUND-ANML LIC FEE	19.00
	Vendor Total		**47.00**		
FYTD for PENA, BETSY			**47.00**		
PENHALL COMPANY				Remit to: **ANAHEIM** **CA**	
	2/28/2011	206656	45.89		
				REFUND-BUS LIC OVRPMT	45.89
	Vendor Total		**45.89**		
FYTD for PENHALL COMPANY			**3,276.89**		
PEREZ, NALLELY				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206264	39.00		
				REFUND-CLASS REGIST	35.00
				REFUND-CLASS REGIST	4.00
	Vendor Total		**39.00**		
FYTD for PEREZ, NALLELY			**39.00**		
PERRY, NORMA				Remit to: **PIONEER** **CA**	
	2/7/2011	206265	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for PERRY, NORMA			**2,549.84**		
PERS LONG TERM CARE PROGRAM				Remit to: **PASADENA** **CA**	
	2/14/2011	206396	458.63		
				LONG TERM CARE INSURANCE	458.63
	2/28/2011	206657	458.63		
				LONG TERM CARE INSURANCE	458.63
	Vendor Total		**917.26**		
FYTD for PERS LONG TERM CARE PROGRAM			**8,425.38**		
PETERSON, CHRISTINE				Remit to: **MENTONE** **CA**	
	2/7/2011	206266	1,500.00		
				TUITION REIMBURSEMENT	1,500.00
	Vendor Total		**1,500.00**		
FYTD for PETERSON, CHRISTINE			**1,500.00**		

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PETERSON-CHASE GENERAL ENGINEERING CONST			Remit to: **IRVINE** **CA**	
2/7/2011	206267	97.61		
			REFUND-BUS.LIC OVERPYMT	97.61
Vendor Total		**97.61**		
FYTD for PETERSON-CHASE GENERAL ENGINEERING CONST		**97.61**		
PHO HA VIETNAMES RESTAURANT			Remit to: **MORENO VALLEY** **CA**	
2/7/2011	206268	81.87		
			REFUND-BUS.LIC OVERPYMT	10.00
			REFUND-BUS.LIC OVERPYMT	71.87
Vendor Total		**81.87**		
FYTD for PHO HA VIETNAMES RESTAURANT		**81.87**		
PIPS TECHNOLOGY, INC.			Remit to: **KNOXVILLE** **TN**	
2/28/2011	206658	324.07		
			CAMERA CABLE-PD	275.00
			CAMERA CABLE-SHIPPING	25.00
			CAMERA CABLE-SALES TAX	24.07
Vendor Total		**324.07**		
FYTD for PIPS TECHNOLOGY, INC.		**324.07**		
PITASSI ARCHITECTS, INC			Remit to: **RANCHO CUCAMONGA** **CA**	
2/14/2011	882123	5,892.60		
			CORPORATE YARD FACILITY PROJ	5,892.60
Vendor Total		**5,892.60**		
FYTD for PITASSI ARCHITECTS, INC		**135,774.71**		
PLUMBING SPECIALISTS, INC.			Remit to: **RIVERSIDE** **CA**	
2/7/2011	206269	652.25		
			REROUTE/REPLACE WATER SVC LINE	652.25
Vendor Total		**652.25**		
FYTD for PLUMBING SPECIALISTS, INC.		**652.25**		
POIEMA LANDSCAPE, INC			Remit to: **COLTON** **CA**	
2/22/2011	882160	23.19		
			REFUND-BUS LIC OVRPMT	23.19
Vendor Total		**23.19**		
FYTD for POIEMA LANDSCAPE, INC		**23.19**		

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POIEMA LANDSCAPE, INC.			Remit to: **COLTON** **CA**	
2/14/2011	882124	750.00		
			LANDSCAPE MAINT-ZONE S	750.00
2/28/2011	882190	2,131.00		
			LANDSCAPE MAINT-E12	2,131.00
	Vendor Total	**2,881.00**		
FYTD for POIEMA LANDSCAPE, INC.		**33,184.75**		
PRICE, GEORGE E.			Remit to: **MORENO VALLEY** **CA**	
2/7/2011	882063	318.73		
			RETIREE MED FEB '11	318.73
	Vendor Total	**318.73**		
FYTD for PRICE, GEORGE E.		**2,549.84**		
PRO NAILS & HAIR			Remit to: **MORENO VALLEY** **CA**	
2/28/2011	206659	47.74		
			REFUND-BUS LIC OVRPMT	47.74
	Vendor Total	**47.74**		
FYTD for PRO NAILS & HAIR		**47.74**		
PROFESSIONAL COMMUNICATIONS NETWORK PCN			Remit to: **RIVERSIDE** **CA**	
2/14/2011	206397	279.23		
			ANSWERING SVCS-TOW SVC PRGM	279.23
	Vendor Total	**279.23**		
FYTD for PROFESSIONAL COMMUNICATIONS NETWORK PCN		**981.23**		
PROQUEST CSA			Remit to: **ANN ARBOR** **MI**	
2/14/2011	206398	2,355.00		
			SIRS SUBSCRIPTION RNWL-LIBRARY	590.00
			SIRS SUBSCRIPTION RNWL-LIBRARY	1,765.00
	Vendor Total	**2,355.00**		
FYTD for PROQUEST CSA		**4,635.00**		
PROTECTION ONE, INC.			Remit to: **WITCHITA** **KS**	
2/7/2011	206270	40.00		
			MONITORING SVCS-PRO SHOP	20.00
			MONITORING SVCS-MVTV-3	20.00
2/14/2011	206399	40.00		
			MONITORING SVCS-PRO SHOP	20.00
			MONITORING SVCS-MVTV STUDIO	20.00
	Vendor Total	**80.00**		
FYTD for PROTECTION ONE, INC.		**320.00**		

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PRUDENTIAL OVERALL SUPPLY			Remit to: **IRVINE** **CA**	
2/28/2011	206660	78.00		
			REFUND-BUS LIC OVRPMT	78.00
Vendor Total		**78.00**		
FYTD for PRUDENTIAL OVERALL SUPPLY		**78.00**		
PULLIAM, TRENT D.			Remit to: **MISSION VIEJO** **CA**	
2/7/2011	882064	318.73		
			RETIREE MED FEB '11	318.73
Vendor Total		**318.73**		
FYTD for PULLIAM, TRENT D.		**2,549.84**		
R & S OVERHEAD DOORS, INC.			Remit to: **FONTANA** **CA**	
2/14/2011	882125	2,700.00		
			DOOR REPAIR-FS #6	450.00
			DOOR REPAIR-FS #6	2,250.00
2/28/2011	882191	750.00		
			DOOR SVC-PSB	750.00
Vendor Total		**3,450.00**		
FYTD for R & S OVERHEAD DOORS, INC.		**15,762.25**		
R N AUTO ELECTRIC			Remit to: **MORENO VALLEY** **CA**	
2/7/2011	206271	38.09		
			REFUND-BUS.LIC OVERPYMT	38.09
Vendor Total		**38.09**		
FYTD for R N AUTO ELECTRIC		**38.09**		
RALLY MANAGEMENT SERVICES, LLC			Remit to: **RANCHO CUCAMONGA** **CA**	
2/7/2011	882065	2,229.12		
			TEMP SVCS-HENDERSON W/E-1/9	719.28
			TEMP SVCS-RODRIGUEZ W/E 1/2	754.92
			TEMP SVCS-RODRIGUEZ W/E 1/9	754.92
2/14/2011	882126	1,474.20		
			TEMP SVCS-R HENDERSON W/E 1/16	719.28
			TEMP SVCS-J RODRIGUEZ W/E 1/16	754.92
2/22/2011	882161	4,207.14		
			TEMP SVCS-R HENDERSON W/E 1/2	1,258.74
			TEMP SVCS-R HENDERSON W/E 1/23	719.28
			TEMP SVCS-R HENDERSON W/E 1/30	719.28
			TEMP SVCS-J RODRIGUEZ W/E 1/23	754.92
			TEMP SVCS-J RODRIGUEZ W/E 1/30	754.92
Vendor Total		**7,910.46**		
FYTD for RALLY MANAGEMENT SERVICES, LLC		**51,296.99**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RAMONA SUBWAY, INC				Remit to: **MENIFEE** **CA**	
	2/7/2011	206272	72.02		
				REFUND-BUS.LIC OVERPYMT	72.02
	Vendor Total		**72.02**		
FYTD for RAMONA SUBWAY, INC			**72.02**		
RAMOS, ROBERTO				Remit to: **MORENO VALLEY** **CA**	
	2/22/2011	206522	237.00		
				INSTRUCTOR SVCS-TAE KWON DO	81.00
				INSTRUCTOR SVCS-TAE KWON DO	129.00
				INSTRUCTOR SVCS-TAE KWON DO	27.00
	Vendor Total		**237.00**		
FYTD for RAMOS, ROBERTO			**507.00**		
RAY-RAMIREZ, DARCY L.				Remit to: **RIVERSIDE** **CA**	
	2/7/2011	206273	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for RAY-RAMIREZ, DARCY L.			**1,274.92**		
RED MAPLE PIZZA				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206274	94.91		
				REFUND-BUS.LIC OVERPYMT	94.91
	Vendor Total		**94.91**		
FYTD for RED MAPLE PIZZA			**94.91**		
REDLANDS PLUMBING, HTG & A/C, INC				Remit to: **REDLANDS** **CA**	
	2/22/2011	206523	28.82		
				REFUND-BUS. LIC OVERPYMT	28.82
	Vendor Total		**28.82**		
FYTD for REDLANDS PLUMBING, HTG & A/C, INC			**28.82**		
RESCUE ROOTER				Remit to: **RIVERSIDE** **CA**	
	2/22/2011	206524	395.00		
				CLEAR OUTSIDE AREA DRAIN @ EOC	395.00
	Vendor Total		**395.00**		
FYTD for RESCUE ROOTER			**1,969.50**		
RICK ENGINEERING COMPANY				Remit to: **RIVERSIDE** **CA**	
	2/22/2011	882162	260.00		
				T/S-SUNNYMD RANCH/VILLAGE RD	260.00
	Vendor Total		**260.00**		
FYTD for RICK ENGINEERING COMPANY			**37,268.16**		

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RIV CO FLOOD CONTROL & WATER CONSERVATN			Remit to: **RIVERSIDE CA**	
2/7/2011	206275	1,160.79		
			ENCRCHMNT PERMIT CHRGS/DEPOSIT	1,160.79
2/14/2011	206400	672.43		
			ENCRCHMNT PERMIT CHRGS/DEPOSIT	672.43
2/28/2011	206661	451.29		
			ENCRCHMNT PERMIT CHRGS	451.29
	Vendor Total	**2,284.51**		
FYTD for RIV CO FLOOD CONTROL & WATER CONSERVATN		**18,459.60**		
RIVERA, GLORIA			Remit to: **MORENO VALLEY CA**	
2/7/2011	206276	31.00		
			REFUND-ANML LIC FEE	31.00
	Vendor Total	**31.00**		
FYTD for RIVERA, GLORIA		**31.00**		
RIVERA, NANETTE			Remit to: **MORENO VALLEY CA**	
2/14/2011	206401	40.00		
			REFUND-RABIES DEPOSIT	40.00
	Vendor Total	**40.00**		
FYTD for RIVERA, NANETTE		**40.00**		
RIVERSIDE COMMUNITY COLLEGE DISTRICT			Remit to: **RIVERSIDE CA**	
2/14/2011	206402	14,150.86		
			YOUTH JOB TRAINING SVCS-EDD	14,150.86
2/28/2011	206662	2,864.48		
			STAFF TRAINING-PARKS	2,864.48
	Vendor Total	**17,015.34**		
FYTD for RIVERSIDE COMMUNITY COLLEGE DISTRICT		**21,015.34**		
RIVERSIDE CONSTRUCTION COMPANY, INC			Remit to: **RIVERSIDE CA**	
2/15/2011	110208	4,724.59		
			RETENTN PYMT PER ESCROW AGRMNT	4,724.59
2/15/2011	110209	17,011.31		
			RETENTN PYMT PER ESCROW AGRMNT	17,011.31
2/15/2011	110211	4,664.80		
			RETENTN PYMT PER ESCROW AGRMNT	4,664.80
2/15/2011	110212	11,050.00		
			RETENTN PYMT PER ESCROW AGRMNT	11,050.00
	Vendor Total	**37,450.70**		
FYTD for RIVERSIDE CONSTRUCTION COMPANY, INC		**1,733,411.50**		

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RIVERSIDE COUNTY CLERK			Remit to: **RIVERSIDE** **CA**	
2/28/2011	206663	2,108.00		
			ENVIRNMNTL FEE-CORP. YARD PROJ	2,108.00
Vendor Total		**2,108.00**		
FYTD for RIVERSIDE COUNTY CLERK		**2,108.00**		
RIVERSIDE COUNTY CLERK/RECORDER			Remit to: **RIVERSIDE** **CA**	
2/22/2011	206525	44.00		
			NOTARY FILING/RCRDNG FEES	44.00
2/28/2011	206664	57.00		
			RECORDING FEES	57.00
Vendor Total		**101.00**		
FYTD for RIVERSIDE COUNTY CLERK/RECORDER		**240.00**		
RIVERSIDE COUNTY INFORMATION TECHNOLOGY			Remit to: **RIVERSIDE** **CA**	
2/7/2011	206277	212.67		
			RADIO LEASE/MAINT-TECH SVCS	170.10
			RADIO LEASE/MAINT-TECH SVCS	9.45
			RADIO LEASE/MAINT-TECH SVCS	33.12
Vendor Total		**212.67**		
FYTD for RIVERSIDE COUNTY INFORMATION TECHNOLOGY		**15,456.58**		
RIVERSIDE COUNTY SHERIFF			Remit to: **RIVERSIDE** **CA**	
2/7/2011	882067	7,898.40		
			JAIL BOOKING FEES	7,898.40
Vendor Total		**7,898.40**		
FYTD for RIVERSIDE COUNTY SHERIFF		**17,497,671.70**		
RIVERSIDE COUNTY SHERIFF BEN CLARK			Remit to: **RIVERSIDE** **CA**	
2/28/2011	206666	1,014.00		
			TRAF COLL INV MTR VEH INSP TRN	287.00
			TRAF COLL INV MTR VEH INSP TRN	287.00
			TRAF COLL INV-ADVANCED TRNG	440.00
Vendor Total		**1,014.00**		
FYTD for RIVERSIDE COUNTY SHERIFF BEN CLARK		**8,261.00**		

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RIVERSIDE COUNTY SHERIFF COURT SERVICES			Remit to: **RIVERSIDE** **CA**	
2/14/2011	206403	1,302.01		
			GARNISHMENT	141.32
			GARNISHMENT	163.16
			GARNISHMENT	474.76
			GARNISHMENT	522.77
2/28/2011	206667	1,864.86		
			GARNISHMENT	136.39
			GARNISHMENT	163.16
			GARNISHMENT	474.93
			GARNISHMENT	518.53
			GARNISHMENT	571.85
	Vendor Total	**3,166.87**		
FYTD for RIVERSIDE COUNTY SHERIFF COURT SERVICES		**12,513.79**		
RLZ ENGINEERING			Remit to: **CORONA** **CA**	
2/7/2011	882068	6,324.00		
			TEMP STAFFING SVCS-CAP PROJS	6,324.00
	Vendor Total	**6,324.00**		
FYTD for RLZ ENGINEERING		**48,174.00**		
ROBERT ALLEN CUNNINGHAM & JOANNA SMITH			Remit to: **MORENO VALLEY** **CA**	
2/22/2011	206526	4,000.00		
			MOBILEHOME ACQUIS. PER AGRMNT	4,000.00
	Vendor Total	**4,000.00**		
FYTD for ROBERT ALLEN CUNNINGHAM & JOANNA SMITH		**5,175.00**		
ROBINSON, JOAQUIN DIEGO			Remit to: **RIVERSIDE** **CA**	
2/14/2011	206405	266.00		
			INSTRUCTION SVCS-7 DAYS	266.00
	Vendor Total	**266.00**		
FYTD for ROBINSON, JOAQUIN DIEGO		**1,254.00**		
RODRIGUEZ, HECTOR			Remit to: **MORENO VALLEY** **CA**	
2/7/2011	206278	160.00		
			SPORTS OFFICIATING SVCS	80.00
			SPORTS OFFICIATING SVCS	80.00
2/14/2011	206406	40.00		
			SPORTS OFFICIATING SVCS	40.00
	Vendor Total	**200.00**		
FYTD for RODRIGUEZ, HECTOR		**720.00**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RODRIGUEZ, LAUREN				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206279	64.00		
				MILEAGE REIMBURSEMENT	64.00
	2/22/2011	206527	71.91		
				MILEAGE REIMBURSEMENT	71.91
	Vendor Total		**135.91**		
FYTD for RODRIGUEZ, LAUREN			**598.41**		
ROGERS, EUGENE				Remit to: **PALM SPRINGS** **CA**	
	2/7/2011	882069	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for ROGERS, EUGENE			**2,549.84**		
ROSAS, MARIA				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	206407	50.00		
				REFUND-ANML SVC FEE	50.00
	Vendor Total		**50.00**		
FYTD for ROSAS, MARIA			**50.00**		
ROSS, DAVID T.				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	882070	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for ROSS, DAVID T.			**2,549.84**		
ROSSON, LOUIS A.				Remit to: **PERRIS** **CA**	
	2/7/2011	882071	367.10		
				RETIREE MED FEB '11	174.30
				RETIREE MED DEC'10-JAN'11	192.80
	Vendor Total		**367.10**		
FYTD for ROSSON, LOUIS A.			**2,376.36**		
RUSSO, JOHN				Remit to: **RANCHO MIRAGE** **CA**	
	2/7/2011	882072	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for RUSSO, JOHN			**2,549.84**		

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RUVALCABA, RAFAEL				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	206408	266.00		
				INSTRUCTION SVCS-7 DAYS	266.00
	Vendor Total		**266.00**		
FYTD for RUVALCABA, RAFAEL			**456.00**		
RYMAX ELECTRIC, INC.				Remit to: **UPLAND** **CA**	
	2/22/2011	206528	625.00		
				LIGHTING MAINT-ZONE M	125.00
				LIGHTING MAINT-E1	125.00
				LIGHTING MAINT-E2	125.00
				LIGHTING MAINT-E3	125.00
				LIGHTING MAINT-E7	125.00
	Vendor Total		**625.00**		
FYTD for RYMAX ELECTRIC, INC.			**8,587.62**		
SA ASSOCIATES				Remit to: **ARCADIA** **CA**	
	2/28/2011	882192	10,725.00		
				TEMP STAFFING SVCS-CAP PROJS	10,725.00
	Vendor Total		**10,725.00**		
FYTD for SA ASSOCIATES			**87,600.00**		
SAFEWAY SIGN CO.				Remit to: **ADELANTO** **CA**	
	2/14/2011	206409	3,093.34		
				TRAFFIC SIGNS-TRFFC SGNL MAINT	3,093.34
	Vendor Total		**3,093.34**		
FYTD for SAFEWAY SIGN CO.			**3,093.34**		
SAGASTUME, MARIO				Remit to: **HEMET** **CA**	
	2/14/2011	206410	304.00		
				INSTRUCTION SVCS-8 DAYS	304.00
	Vendor Total		**304.00**		
FYTD for SAGASTUME, MARIO			**304.00**		
SALMAN, CLAUDIA				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	206411	96.00		
				INSTRUCTOR SVCS-ZUMBA	96.00
	2/28/2011	206668	171.60		
				INSTRUCTOR SVCS-ZUMBA	171.60
	Vendor Total		**267.60**		
FYTD for SALMAN, CLAUDIA			**339.60**		

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SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP			Remit to: **SAN BERNARDINO**	**CA**
2/7/2011	882073	25.00		
			FIRE EXTINGUISHERS-SUBSTATION	25.00
Vendor Total		**25.00**		
FYTD for SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP		**3,074.32**		
SAN BERNARDINO CO. SHERIFF DEPT			Remit to: **SAN BERNARDINO**	**CA**
2/22/2011	206529	275.00		
			POLYGRAPH SVCS-POLICE	275.00
Vendor Total		**275.00**		
FYTD for SAN BERNARDINO CO. SHERIFF DEPT		**825.00**		
SAN BERNARDINO COUNTY FIRE			Remit to:	
2/14/2011	206412	130.00		
			2010 CBC/CFC REVIEW SEMINAR	65.00
			2010 CBC/CFC REVIEW SEMINAR	65.00
Vendor Total		**130.00**		
FYTD for SAN BERNARDINO COUNTY FIRE		**130.00**		
SAV-AWN AWNING & PATIO COMPANY			Remit to: **RIVERSIDE**	**CA**
2/22/2011	206530	33.14		
			REFUND-BUS LIC OVRPMT	33.14
Vendor Total		**33.14**		
FYTD for SAV-AWN AWNING & PATIO COMPANY		**33.14**		
Schilling Paradise Corp			Remit to: **El Cajon**	**CA**
2/7/2011	206280	39.41		
			REFUND-BUS.LIC OVERPYMT	39.41
Vendor Total		**39.41**		
FYTD for Schilling Paradise Corp		**78.82**		
SCHLECHTER, JOHN A.			Remit to: **MORENO VALLEY**	**CA**
2/28/2011	206669	87.75		
			REFUND-BUS LIC OVRPMT	87.75
Vendor Total		**87.75**		
FYTD for SCHLECHTER, JOHN A.		**87.75**		
SCHOENFELDER, LAURA			Remit to: **PERRIS**	**CA**
2/22/2011	206531	228.00		
			INSTRUCTION SVCS-6 DAYS	228.00
Vendor Total		**228.00**		
FYTD for SCHOENFELDER, LAURA		**266.00**		

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SEARS PORTRAIT STUDIO			Remit to: **ST LOUIS** **MO**	
2/28/2011	206670	81.23		
			REFUND-BUS LIC OVRPMT	81.23
Vendor Total		**81.23**		
FYTD for SEARS PORTRAIT STUDIO		**81.23**		
SECTRAN SECURITY, INC			Remit to: **LOS ANGELES** **CA**	
2/7/2011	206281	463.50		
			TRANSPORT SVCS-PARKS	154.50
			TRANSPORT SVCS-UTILITIES	154.50
			TRANSPORT SVCS-FINANCE	154.50
Vendor Total		**463.50**		
FYTD for SECTRAN SECURITY, INC		**3,708.00**		
SECURITY LOCK & KEY			Remit to: **YUCAIPA** **CA**	
2/7/2011	882074	658.22		
			LOCK REPAIRS	75.00
			LOCK REPAIRS	127.54
			LOCK REPAIRS	455.68
2/22/2011	882163	45.00		
			TRIP CHARGE-24869 VALCREST	45.00
2/28/2011	882193	627.47		
			DOOR LOCK SVCS-LIBRARY	100.00
			DOOR LOCK SVCS-LIBRARY	77.50
			DOOR LOCK SVCS-LIBRARY	351.00
			DOOR LOCK SVCS-LIBRARY	31.96
			DOOR LOCK SVCS-CITY HALL	22.01
			DOOR LOCK SVCS-CITY HALL	45.00
Vendor Total		**1,330.69**		
FYTD for SECURITY LOCK & KEY		**2,997.54**		
SELAH/SOUND THEOLOGY CHRISTIAN STORE			Remit to: **MORENO VALLEY** **CA**	
2/28/2011	206671	77.83		
			REFUND-BUS LIC OVRPMT	77.83
Vendor Total		**77.83**		
FYTD for SELAH/SOUND THEOLOGY CHRISTIAN STORE		**77.83**		

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SERRATO & ASSOCIATES				Remit to: **CHINO** **CA**	
	2/7/2011	206282	385.00		
				2/4/11 CRIMINAL ST. GANGS TRNG	55.00
				2/4/11 CRIMINAL ST. GANGS TRNG	55.00
				2/4/11 CRIMINAL ST. GANGS TRNG	55.00
				2/4/11 CRIMINAL ST. GANGS TRNG	55.00
				2/4/11 CRIMINAL ST. GANGS TRNG	55.00
				2/4/11 CRIMINAL ST. GANGS TRNG	55.00
				2/4/11 CRIMINAL ST. GANGS TRNG	55.00
	Vendor Total		**385.00**		
FYTD for SERRATO & ASSOCIATES			**385.00**		
SHARRETT, SHARON K.				Remit to: **ONTARIO** **CA**	
	2/7/2011	206283	174.30		
				RETIREE MED FEB '11	174.30
	Vendor Total		**174.30**		
FYTD for SHARRETT, SHARON K.			**1,508.76**		
SHELDON, STUART H.				Remit to: **MURRIETA** **CA**	
	2/7/2011	206284	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for SHELDON, STUART H.			**2,549.84**		
SHELL OIL CO.				Remit to: **COLUMBUS** **OH**	
	2/22/2011	206532	156.12		
				FUEL PURCHASES	156.12
	2/22/2011	206533	1,411.31		
				FUEL PURCHASES	1,411.31
	Vendor Total		**1,567.43**		
FYTD for SHELL OIL CO.			**13,084.62**		
SHURTLEFF, JEANNETTE L.				Remit to: **LAKE ELSINORE** **CA**	
	2/22/2011	882164	456.00		
				INSTRUCTION SVCS-12 DAYS	456.00
	Vendor Total		**456.00**		
FYTD for SHURTLEFF, JEANNETTE L.			**3,420.00**		
SILK SCREENING				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206285	57.00		
				REFUND-BUS.LIC OVERPYMT	57.00
	Vendor Total		**57.00**		
FYTD for SILK SCREENING			**57.00**		

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SIMS-COLEMAN, TOYA				Remit to: **MORENO VALLEY CA**	
	2/28/2011	206672	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for SIMS-COLEMAN, TOYA			**20.00**		
SKY PUBLISHING				Remit to: **MORENO VALLEY CA**	
	2/14/2011	206413	1,650.00		
				ADVERTISING SVCS-EDD	1,650.00
	2/22/2011	206534	525.00		
				ADVERTISING SVCS-PW	525.00
	Vendor Total		**2,175.00**		
FYTD for SKY PUBLISHING			**44,609.00**		
SKY TRAILS MOBILE VILLAGE				Remit to: **LOS ANGELES CA**	
	2/14/2011	882128	51.89		
				REFUND-UT USER TAXES	51.89
	Vendor Total		**51.89**		
FYTD for SKY TRAILS MOBILE VILLAGE			**269.20**		
SMITH, ERNEST FRANK				Remit to: **FONTANA CA**	
	2/7/2011	206286	1,593.65		
				RETIREE MED AUG '10-DEC '10	1,593.65
	Vendor Total		**1,593.65**		
FYTD for SMITH, ERNEST FRANK			**2,868.57**		
SMITH, GARRY & APRIL				Remit to: **MORENO VALLEY CA**	
	2/7/2011	206287	45.00		
				REFUND-ANML SVC FEES	19.00
				REFUND-ANML SVC FEES	10.00
				REFUND-ANML SVC FEES	16.00
	Vendor Total		**45.00**		
FYTD for SMITH, GARRY & APRIL			**45.00**		
SMITH, MARIA A.				Remit to: **MORENO VALLEY CA**	
	2/7/2011	882075	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for SMITH, MARIA A.			**2,531.00**		

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SMITH, PAUL				Remit to: **MORENO VALLEY** **CA**	
	2/22/2011	206535	20.00		
				REFUND-RABIES DEP	20.00
	Vendor Total		**20.00**		
FYTD for SMITH, PAUL			**20.00**		
SO CAL GOLD CLUB				Remit to: **HIGHLAND** **CA**	
	2/7/2011	206288	90.57		
				REFUND-BUS.LIC OVERPYMT	90.57
	Vendor Total		**90.57**		
FYTD for SO CAL GOLD CLUB			**90.57**		
SOCO GROUP, INC				Remit to: **PERRIS** **CA**	
	2/28/2011	882194	6,849.88		
				FUEL PURCHASE	6,849.88
	Vendor Total		**6,849.88**		
FYTD for SOCO GROUP, INC			**201,140.88**		
SODEN ENTERPRISES, INC. DBA EASY YOGA				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	206414	129.00		
				INSTRUCTOR SVCS-YOGA	129.00
	2/22/2011	206536	232.20		
				INSTRUCTOR SVCS-YOGA	232.20
	Vendor Total		**361.20**		
FYTD for SODEN ENTERPRISES, INC. DBA EASY YOGA			**799.80**		
SOSA, HUGO				Remit to: **ELK GROVE** **CA**	
	2/22/2011	206537	360.00		
				INSTRUCTOR SVCS-KARATEDO	180.00
				INSTRUCTOR SVCS-KARATEDO	180.00
	Vendor Total		**360.00**		
FYTD for SOSA, HUGO			**930.00**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA EDISON				Remit to: **ROSEMEAD** **CA**	
	2/7/2011	206290	6,353.59		
				ELECTRICITY	65.83
				ELECTRICITY	225.99
				ELECTRICITY	1,921.06
				ELECTRICITY	380.56
				ELECTRICITY	843.37
				ELECTRICITY	496.01
				ELECTRICITY	395.22
				ELECTRICITY	353.12
				ELECTRICITY	23.06
				ELECTRICITY	1,351.95
				ELECTRICITY	143.94
				ELECTRICITY	90.00
				ELECTRICITY	63.48
	2/28/2011	206673	467.01		
				ELECTRICITY	61.47
				ELECTRICITY	98.92
				ELECTRICITY	31.28
				ELECTRICITY	100.16
				ELECTRICITY	109.10
				ELECTRICITY	42.22
				ELECTRICITY	23.86
	Vendor Total		**6,820.60**		
FYTD for SOUTHERN CALIFORNIA EDISON			**1,966,055.16**		
SOUTHERN CALIFORNIA EDISON CO.				Remit to: **ROMOLAND** **CA**	
	2/7/2011	206291	550.61		
				ST. LIGHT INSTALL-NASON/ELDER	550.61
	Vendor Total		**550.61**		
FYTD for SOUTHERN CALIFORNIA EDISON CO.			**57,120.17**		

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SOUTHERN CALIFORNIA GAS CO.			Remit to: **MONTEREY PARK**	**CA**
2/14/2011	206416	10,546.62		
			GAS CHARGES	1,049.22
			GAS CHARGES	2,976.13
			GAS CHARGES	152.38
			GAS CHARGES	142.60
			GAS CHARGES	744.25
			GAS CHARGES	512.57
			GAS CHARGES	165.67
			GAS CHARGES	1,261.10
			GAS CHARGES	408.39
			GAS CHARGES	195.64
			GAS CHARGES	309.49
			GAS CHARGES	353.29
			GAS CHARGES	612.98
			GAS CHARGES	773.81
			GAS CHARGES	54.73
			GAS CHARGES	834.37
Vendor Total		**10,546.62**		
FYTD for SOUTHERN CALIFORNIA GAS CO.		**48,015.33**		
SOUTHERN PET SUPPLIES			Remit to: **SAN DIEGO**	**CA**
2/22/2011	882165	467.75		
			PET SUPPLIES-ANML SHLTR	467.75
Vendor Total		**467.75**		
FYTD for SOUTHERN PET SUPPLIES		**1,744.40**		
SPARKLETTS			Remit to: **DALLAS**	**TX**
2/7/2011	206293	27.89		
			WATER SERVICE	7.83
			WATER SERVICE	20.06
2/14/2011	206417	9.44		
			WATER SERVICE-SNNYMD ELEM	9.44
2/28/2011	206674	41.98		
			WATER SERVICE-ARMADA ELEM	10.44
			WATER SERVICE-CREEKSIDE ELEM	13.54
			WATER SERVICE-GOLF CRS STAFF	4.50
			WATER SERVICE-GOLF CRS STAFF	4.50
			WATER SERVICE-GOLF CRS STAFF	4.50
			WATER SERVICE-EOC	4.50
Vendor Total		**79.31**		
FYTD for SPARKLETTS		**466.30**		

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SPECK, GARY B.				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	882076	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for SPECK, GARY B.			**2,549.84**		
SPECTRUM CARE				Remit to: **FOOTHILL RANCH** **CA**	
	2/22/2011	882166	12,333.33		
				LANDSCAPE MAINT-E1	10,540.00
				LANDSCAPE MAINT-E1	1,793.33
	Vendor Total		**12,333.33**		
FYTD for SPECTRUM CARE			**103,168.69**		
SPECTRUM FLORAL SERVICE				Remit to: **VISTA** **CA**	
	2/22/2011	206539	181.43		
				REFUND-BUS LIC OVRPMT	97.98
				REFUND-BUS LIC OVRPMT	83.45
	Vendor Total		**181.43**		
FYTD for SPECTRUM FLORAL SERVICE			**181.43**		
SPENCER, MARTHA				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	882077	229.88		
				RETIREE MED FEB '11	229.88
	Vendor Total		**229.88**		
FYTD for SPENCER, MARTHA			**1,626.94**		
SPRINT/NEXTEL				Remit to: **CAROL STREAM** **IL**	
	2/7/2011	882078	36.20		
				CELL PH CHRGS-PD/GTF	36.20
	2/22/2011	882167	608.95		
				CELL PHONE SVCS-PD/SET	608.95
	Vendor Total		**645.15**		
FYTD for SPRINT/NEXTEL			**3,234.38**		
STAGGS, PAUL				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	206418	0.08		
				REFUND-CITATION FEE	0.08
	Vendor Total		**0.08**		
FYTD for STAGGS, PAUL			**0.08**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
STANDARD INSURANCE CO				Remit to: **PORTLAND** **OR**	
	2/7/2011	206294	1,888.14		
				SUPPLEMENTAL INSURANCE	1,888.14
	2/28/2011	206675	1,888.14		
				SUPPLEMENTAL INSURANCE	1,888.14
	Vendor Total		**3,776.28**		
FYTD for STANDARD INSURANCE CO			**261,924.70**		
STANLEY CONVERGENT SECURITY SOLUTNS, INC				Remit to: **RIVERSIDE** **CA**	
	2/7/2011	882079	2,171.66		
				MONITORING SVCS-RED MAPLE PORT	354.00
				MONITORING SVCS-FAC ANNEX	207.00
				MONITORING SVCS-PARKS	227.16
				MONITORING SVCS-EOC	326.45
				MONITORING SVCS-TECH SVCS	234.00
				MONITORING SVCS-CITY HALL	493.50
				MONITORING SVCS-LIBRARY	329.55
	2/28/2011	882195	345.84		
				MONITORING SVCS-PARKS	112.07
				MONITORING SVCS-PARKS	60.85
				MONITORING SVCS-PARKS	172.92
	Vendor Total		**2,517.50**		
FYTD for STANLEY CONVERGENT SECURITY SOLUTNS, INC			**18,714.99**		
STATE BOARD OF EQUALIZATION				Remit to: **SACRAMENTO** **CA**	
	2/22/2011	13111	2,750.00		
				SALES & USE TAX 1/1-1/31/11	2,750.00
	Vendor Total		**2,750.00**		
FYTD for STATE BOARD OF EQUALIZATION			**23,309.31**		
STATE DISBURSEMENT UNIT				Remit to: **WEST SACRAMENTO** **CA**	
	2/3/2011	2790	2,138.10		
				CHILD SUPPORT W/H 2/3/11	2,138.10
	2/17/2011	2798	2,252.77		
				CHILD SUPPORT W/H 2/17/11	2,252.77
	Vendor Total		**4,390.87**		
FYTD for STATE DISBURSEMENT UNIT			**22,725.97**		
STATE NET				Remit to: **SACRAMENTO** **CA**	
	2/14/2011	882130	1,282.50		
				ANNUAL RENEWAL FEE	1,282.50
	Vendor Total		**1,282.50**		
FYTD for STATE NET			**1,282.50**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
STATE OF CALIFORNIA DEPT. OF JUSTICE			Remit to: **SACRAMENTO** **CA**	
2/7/2011	206295	3,256.00		
			BLOOD ALCHL ANLYS-PD	105.00
			FINGERPRINTING SVCS-PD	3,151.00
	Vendor Total	**3,256.00**		
FYTD for STATE OF CALIFORNIA DEPT. OF JUSTICE		**42,958.00**		
STATE OF CALIFORNIA/BUREAU OF SECURITY			Remit to: **WEST SACRAMENTO** **CA**	
2/14/2011	206419	35.00		
			GUARD CARD RENEWAL-B CORNWELL	35.00
	Vendor Total	**35.00**		
FYTD for STATE OF CALIFORNIA/BUREAU OF SECURITY		**35.00**		
STATE OF CALIFORNIA/DEPT OF COM SVCS&DEV			Remit to: **SACRAMENTO** **CA**	
2/22/2011	206541	97.43		
			REFUND-MVU	30.24
			REFUND-MVU	58.07
			REFUND-MVU	9.12
	Vendor Total	**97.43**		
FYTD for STATE OF CALIFORNIA/DEPT OF COM SVCS&DEV		**1,868.73**		
STATE STREET BANK & TRUST			Remit to: **BOSTON** **MA**	
2/7/2011	110202	11,003.82		
			ANNL CLOC FEE - 97 CH COPS	11,003.82
	Vendor Total	**11,003.82**		
FYTD for STATE STREET BANK & TRUST		**11,003.82**		
STATE WATER RESOURCES CONTROL BOARD			Remit to: **SACRAMENTO** **CA**	
2/22/2011	206542	404.00		
			PERMIT APPLIC. FEE-SR60/NASON	404.00
	Vendor Total	**404.00**		
FYTD for STATE WATER RESOURCES CONTROL BOARD		**750.00**		
STENO SOLUTIONS TRANSCRIPTION SVCS., IN			Remit to: **CORONA** **CA**	
2/28/2011	206676	2,513.60		
			TRANSCRIPTION SVCS-PD	2,513.60
	Vendor Total	**2,513.60**		
FYTD for STENO SOLUTIONS TRANSCRIPTION SVCS., IN		**23,993.28**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
STERICYCLE (BFI)				Remit to: **LOUISVILLE** **KY**	
	2/28/2011	882196	615.62		
				MED WASTE HAULING SVC	615.62
	Vendor Total		**615.62**		
FYTD for STERICYCLE (BFI)			**4,517.12**		
STEVE PARKER/ JIM NICHOLS				Remit to: **RIVERSIDE** **CA**	
	2/22/2011	206543	46.22		
				REFUND-BUS LIC OVRPMT	46.22
	Vendor Total		**46.22**		
FYTD for STEVE PARKER/ JIM NICHOLS			**46.22**		
STEVE'S VALLEY NURSERY				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206296	81.97		
				REFUND-BUS.LIC OVERPYMT	81.97
	Vendor Total		**81.97**		
FYTD for STEVE'S VALLEY NURSERY			**256.97**		
STEWART TITLE OF CALIFORNIA				Remit to: **HOUSTON** **TX**	
	2/14/2011	206420	450.00		
				APN 297-170-077 PRELIM REPORT	450.00
	2/22/2011	206544	550.00		
				PRELIMINARY RPRT-ARCH INS	550.00
	2/15/2011	110213	14,640.00		
				ACQ & ESCROW-14719 PERRIS BLVD	14,640.00
	2/15/2011	110214	6,687.00		
				ACQ & ESCROW-11269 PERRIS BLVD	6,687.00
	Vendor Total		**22,327.00**		
FYTD for STEWART TITLE OF CALIFORNIA			**419,518.56**		
STEWART, CLIFFORD				Remit to: **GLENDALE** **AZ**	
	2/7/2011	882080	267.88		
				RETIREE MED FEB '11	267.88
	Vendor Total		**267.88**		
FYTD for STEWART, CLIFFORD			**2,042.30**		
STRADLING, YOCCA, CARLSON & RAUTH				Remit to: **NEWPORT BEACH** **CA**	
	2/28/2011	206677	805.31		
				LEGAL SERVICES-NSP	180.31
				LEGAL SERVICES-CDBG	625.00
	Vendor Total		**805.31**		
FYTD for STRADLING, YOCCA, CARLSON & RAUTH			**42,823.05**		

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STRICKLER ASSOCIATION, THE			Remit to: **SAN BERNARDINO**	**CA**
2/22/2011	882168	4,485.00		
			CONSULTING SVCS-RDA	4,485.00
Vendor Total		**4,485.00**		
FYTD for STRICKLER ASSOCIATION, THE		**19,142.50**		
STRICKLER II, JOHN W.			Remit to: **SAN BERNARDINO**	**CA**
2/7/2011	882081	318.73		
			RETIREE MED FEB '11	318.73
Vendor Total		**318.73**		
FYTD for STRICKLER II, JOHN W.		**2,549.84**		
STUCKEY, HARRIETTE			Remit to: **RIVERSIDE**	**CA**
2/22/2011	206545	84.00		
			INSTRUCTOR SVCS-LINE DANCING	16.80
			INSTRUCTOR SVCS-LINE DANCING	67.20
Vendor Total		**84.00**		
FYTD for STUCKEY, HARRIETTE		**554.40**		
SUBWAY SANDWICH & SALAD			Remit to: **MENIFEE**	**CA**
2/7/2011	206297	0.00		
			REFUND-BUS.LIC OVERPYMT	73.31
			REFUND-BUS.LIC OVERPYMT	92.34
			REFUND-BUS.LIC OVERPYMT	79.76
			VOIDED CHECK #206297 ON2/28/11	-73.31
			VOIDED CHECK #206297 ON2/28/11	-92.34
			VOIDED CHECK #206297 ON2/28/11	-79.76
Vendor Total		**0.00**		
FYTD for SUBWAY SANDWICH & SALAD		**0.00**		
SUNNYMEAD ACE HARDWARE			Remit to: **MORENO VALLEY**	**CA**
2/7/2011	206298	16.30		
			MISC.SUPPLIES-POLICE	16.30
2/14/2011	206421	65.81		
			MISC SUPPLIES-FIRE	9.43
			MISC SUPPLIES-FIRE	30.87
			MISC SUPPLIES-FIRE	8.15
			MISC SUPPLIES-FIRE	10.85
			MISC SUPPLIES-FIRE	6.51
2/22/2011	206546	33.55		
			MISC SUPPLIES-PARKS MAINT	0.96
			MISC SUPPLIES-POLICE	32.59
Vendor Total		**115.66**		
FYTD for SUNNYMEAD ACE HARDWARE		**1,401.13**		

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SUNNYMEAD VETERINARY CLINIC			Remit to: **MORENO VALLEY** **CA**	
2/7/2011	206299	1,040.00		
			EMERGENCY VET SVCS	70.00
			EMERGENCY VET SVCS	70.00
			EMERGENCY VET SVCS	200.00
			EMERGENCY VET SVCS	350.00
			EMERGENCY VET SVCS	350.00
	Vendor Total	**1,040.00**		
FYTD for SUNNYMEAD VETERINARY CLINIC		**3,576.00**		
T V PLUS +			Remit to: **MORENO VALLEY** **CA**	
2/22/2011	206547	37.56		
			REFUND-BUS LIC OVRPMT	37.56
	Vendor Total	**37.56**		
FYTD for T V PLUS +		**37.56**		
T34 HERITAGE FOUNDATION			Remit to: **ALISO VIEJO** **CA**	
2/14/2011	206422	500.00		
			EVENT DONATION	250.00
			EVENT DONATION	250.00
	Vendor Total	**500.00**		
FYTD for T34 HERITAGE FOUNDATION		**500.00**		
TANDEM WEST GLASS, INC			Remit to: **INDIO** **CA**	
2/7/2011	206300	31.93		
			REFUND-BUS.LIC OVERPYMT	31.93
	Vendor Total	**31.93**		
FYTD for TANDEM WEST GLASS, INC		**31.93**		
TANGRAM FABRICATORS, INC			Remit to: **SANTA FE SPRINGS** **CA**	
2/14/2011	206423	62.93		
			REFUND-BUS LIC OVRPMT	62.93
	Vendor Total	**62.93**		
FYTD for TANGRAM FABRICATORS, INC		**62.93**		
TANNMAKER TANNING SALON			Remit to: **MORENO VALLEY** **CA**	
2/28/2011	206678	20.57		
			REFUND-BUS LIC OVRPMT	20.57
	Vendor Total	**20.57**		
FYTD for TANNMAKER TANNING SALON		**20.57**		

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TANON, CHRISTINA				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206301	100.00		
				REFUND-CITATION DISMISSED	100.00
	Vendor Total		**100.00**		
FYTD for TANON, CHRISTINA			**100.00**		
TAX COMPLIANCE SERVICES				Remit to: **THOUSAND OAKS** **CA**	
	2/7/2011	206302	6,250.00		
				UUT COMPLIANCE SERVICE	6,250.00
	2/28/2011	206679	6,250.00		
				UUT COMPLIANCE SVCS	6,250.00
	Vendor Total		**12,500.00**		
FYTD for TAX COMPLIANCE SERVICES			**43,750.00**		
TEAMAN, RAMIREZ & SMITH, INC.				Remit to: **RIVERSIDE** **CA**	
	2/7/2011	206303	8,400.00		
				FINANCIAL REPORTING	6,250.00
				FINANCIAL REPORTING	850.00
				FINANCIAL REPORTING	433.33
				FINANCIAL REPORTING	866.67
	Vendor Total		**8,400.00**		
FYTD for TEAMAN, RAMIREZ & SMITH, INC.			**8,400.00**		
TEICHERT, RICHARD				Remit to: **HIGHLAND** **CA**	
	2/14/2011	206424	0.00		
				PER DIEM-CSMFO ANNL CONF.	284.00
				VOIDED CHECK #206424 ON2/17/11	-284.00
	Vendor Total		**0.00**		
FYTD for TEICHERT, RICHARD			**0.00**		
TEK WORKS				Remit to: **POWAY** **CA**	
	2/14/2011	882131	946.61		
				REPLACE 3 PIN PADS @ CITY YARD	946.61
	Vendor Total		**946.61**		
FYTD for TEK WORKS			**64,231.48**		
THE SMOG SHOP				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206304	22.50		
				REFUND-BUS.LIC OVERPYMT	22.50
	Vendor Total		**22.50**		
FYTD for THE SMOG SHOP			**22.50**		

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THERMAL-COOL INC.				Remit to: **RIVERSIDE** **CA**	
	2/7/2011	206305	180.00		
				SERVICE A/C-MVEC	95.00
				SERVICE A/C-S/MEAD PARK	85.00
	2/28/2011	206680	115.00		
				REPAIR HVAC UNITS-FIRE ST #65	115.00
	Vendor Total		**295.00**		
FYTD for THERMAL-COOL INC.			**2,602.02**		
THOMSON REUTERS INC				Remit to: **ENCINO** **CA**	
	2/22/2011	206548	271.43		
				LEGAL PUBLICATIONS SUBSCRPTNS	67.43
				LEGAL INFORMATION ONLINE CHRGS	204.00
	2/28/2011	206681	280.07		
				LEGAL PUBLICATIONS SUBSCRPTNS	188.71
				LEGAL PUBLICATIONS SUBSCRPTNS	91.36
	Vendor Total		**551.50**		
FYTD for THOMSON REUTERS INC			**6,105.52**		
THRIFTY OIL CO. ECONOMY 348				Remit to: **SANTA FE SPRINGS** **CA**	
	2/28/2011	206682	73.74		
				REFUND-BUS LIC OVRPMT	73.74
	Vendor Total		**73.74**		
FYTD for THRIFTY OIL CO. ECONOMY 348			**73.74**		
TRICHE, TARA				Remit to: **MORENO VALLEY** **CA**	
	2/22/2011	206550	1,931.40		
				INSTRUCTOR SVCS-INTERMD BALLET	155.40
				INSTRUCTOR SVCS-BALLET	288.60
				INSTRUCTOR SVCS-BALLET/ACRO	88.80
				INSTRUCTOR SVCS-BALLET/JAZZ	22.20
				INSTRUCTOR SVCS-DANCE EXPLOR.	266.40
				INSTRUCTOR SVCS-DANCE EXPLOR.	288.60
				INSTRUCTOR SVCS-DANCE EXPLOR.	177.60
				INSTRUCTOR SVCS-DANCE EXPLOR.	333.00
				INSTRUCTOR SVCS-HIP HOP DANCE	310.80
	Vendor Total		**1,931.40**		
FYTD for TRICHE, TARA			**13,888.32**		

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TRI-CITY LINEN SUPPLY, INC.				Remit to: **RIVERSIDE** **CA**	
	2/7/2011	206306	25.00		
				LINEN SVCS FOR CRC	25.00
	2/14/2011	206425	25.00		
				LINEN SVCS FOR CRC	25.00
	2/22/2011	206549	70.00		
				LINEN SVCS FOR CRC	25.00
				LINEN SVCS FOR EVENT	30.00
				LINEN SVCS FOR EVENT	15.00
	2/28/2011	206683	67.30		
				LINEN SVCS FOR CRC	25.00
				LINEN SVCS FOR EVENT	42.30
	Vendor Total		**187.30**		
FYTD for TRI-CITY LINEN SUPPLY, INC.			**1,359.05**		
TROPICAL PLAZA NURSERY, INC.				Remit to: **VILLA PARK** **CA**	
	2/22/2011	206551	570.24		
				IRRIG REPAIRS-ZONE E-2	570.24
	2/28/2011	206684	15,700.00		
				LNDSCP MAINT-ZONE E-2	15,700.00
	Vendor Total		**16,270.24**		
FYTD for TROPICAL PLAZA NURSERY, INC.			**147,258.73**		
TRUGREEN LANDCARE				Remit to: **RIVERSIDE** **CA**	
	2/28/2011	882198	8,925.12		
				LNDSCP MAINT-ZONE DSG-1	6,440.12
				LNDSCP MAINT-ZONE E-16	2,485.00
	Vendor Total		**8,925.12**		
FYTD for TRUGREEN LANDCARE			**194,174.31**		
TRULY NOLEN OF AMERICA, INC				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	206426	65.89		
				REFUND-BUS LIC OVRPMT	65.89
	Vendor Total		**65.89**		
FYTD for TRULY NOLEN OF AMERICA, INC			**65.89**		
TUNTLAND, JAMES				Remit to: **PRESCOTT** **AZ**	
	2/7/2011	882082	267.88		
				RETIREE MED FEB '11	267.88
	Vendor Total		**267.88**		
FYTD for TUNTLAND, JAMES			**2,042.30**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
TURF STAR, INC.				Remit to: **BERMUDA DUNES** **CA**	
	2/28/2011	206685	1,032.86		
				GOLF COURSE EQUIPMENT PARTS	1,032.86
	Vendor Total		**1,032.86**		
FYTD for TURF STAR, INC.			**2,301.14**		
TWRITE, INC.				Remit to: **RIVERSIDE** **CA**	
	2/14/2011	206427	8,755.00		
				CITY WEBSITE MAINT/JUL-DEC '10	8,755.00
	2/28/2011	206686	510.00		
				WEBSITE MAINT-12/22/10 STORMS	510.00
	Vendor Total		**9,265.00**		
FYTD for TWRITE, INC.			**19,881.25**		
U.S. HEALTHWORKS MEDICAL GROUP				Remit to: **LOS ANGELES** **CA**	
	2/14/2011	206428	65.00		
				EMPLOYMENT DOT EXAM	55.00
				EMPLOYMENT DOT EXAM	10.00
	Vendor Total		**65.00**		
FYTD for U.S. HEALTHWORKS MEDICAL GROUP			**7,025.00**		
U.S. POSTAL SERVICE				Remit to: **MORENO VALLEY** **CA**	
	2/28/2011	206687	8,000.00		
				POSTAGE FOR MAILING REC GUIDES	4,000.00
				POSTAGE FOR MAILING REC GUIDES	4,000.00
	Vendor Total		**8,000.00**		
FYTD for U.S. POSTAL SERVICE			**16,000.00**		
UNDERGROUND SERVICE ALERT				Remit to: **CORONA** **CA**	
	2/7/2011	206307	387.00		
				DIGALERT TICKETS SUBSCRIPTION	96.75
				DIGALERT TICKETS SUBSCRIPTION	96.75
				DIGALERT TICKETS SUBSCRIPTION	96.75
				DIGALERT TICKETS SUBSCRIPTION	96.75
	2/28/2011	206688	445.50		
				DIGALERT TICKETS SUBSCRPTN SVC	111.36
				DIGALERT TICKETS SUBSCRPTN SVC	111.38
				DIGALERT TICKETS SUBSCRPTN SVC	111.38
				DIGALERT TICKETS SUBSCRPTN SVC	111.38
	Vendor Total		**832.50**		
FYTD for UNDERGROUND SERVICE ALERT			**3,528.50**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
UNION BANK OF CALIFORNIA			Remit to: **SAN DIEGO** **CA**	
2/7/2011	206308	291.67		
			INVESTMENT SAFEKEEPING SVCS	291.67
2/22/2011	206552	170.00		
			STANDBY LOC TRANSER FEES	170.00
2/28/2011	206689	291.67		
			INVESTMENT SAFEKEEPING SVCS	291.67
2/28/2011	206690	340.00		
			STANDBY LOC TRANSER FEES	170.00
			STANDBY LOC TRANSER FEES	170.00
	Vendor Total	**1,093.34**		
FYTD for UNION BANK OF CALIFORNIA		**59,806.56**		
UNITED INSPECTION & TESTING INC			Remit to: **MORENO VALLEY**	
2/7/2011	206309	135.00		
			AUTO MALL IMPRVMNTS PROJ SVCS	135.00
	Vendor Total	**135.00**		
FYTD for UNITED INSPECTION & TESTING INC		**8,276.80**		
UNITED PACIFIC SERVICES, INC			Remit to: **LA HABRA** **CA**	
2/22/2011	206553	24,468.50		
			TREE TRIMMING SVC/ZONE E-1	9,301.00
			TREE TRIMMING SVC/ZONE E-12	1,100.50
			TREE TRIMMING SVC/ZONE E-14	1,633.00
			TREE TRIMMING SVC/ZONE E-16	852.00
			TREE TRIMMING SVC/ZONE E-2	5,396.00
			TREE TRIMMING SVC/ZONE E-2 ADD	1,216.00
			TREE TRIMMING SVC/ZONE DSG-1	4,295.50
			TREE TRIMMING SVC/ZONE DSG-2S	674.50
	Vendor Total	**24,468.50**		
FYTD for UNITED PACIFIC SERVICES, INC		**51,279.56**		

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UNITED POWER GENERATION, INC.			Remit to: **RIVERSIDE**	**CA**
2/7/2011	206310	688.10		
			MAINT.GENERATOR-FS #2	347.80
			MAINT.GENERATOR-FS #6	340.30
2/14/2011	206429	2,774.30		
			GENERATOR MAINT-FIRE STA. 58	360.00
			GENERATOR MAINT-FIRE STA. 91	340.00
			GENERATOR MAINT-FIRE STA. 65	340.00
			GENERATOR MAINT-FIRE STA. 48	340.00
			GENERATOR MAINT-CITY YARD	179.40
			GENERATOR MAINT-SENIOR CTR	179.40
			GENERATOR MAINT-ANIMAL SHELTER	375.90
			GENERATOR MAINT-CITY HALL	219.87
			GENERATOR MAINT-PUB SFTY BLDG	219.87
			GENERATOR MAINT-EMERG OPS CTR	219.86
2/28/2011	206691	820.00		
			GENERATOR MAINT-FIRE ST. 58	410.00
			GENERATOR MAINT-FIRE ST. 48	410.00
	Vendor Total	**4,282.40**		
FYTD for UNITED POWER GENERATION, INC.		**6,027.63**		
UNITED ROTARY BRUSH CORP			Remit to: **ESCONDIDO**	**CA**
2/7/2011	882084	1,209.76		
			BROOM KITS-STREET SWEEPER	1,209.76
2/28/2011	882199	4,301.14		
			BROOM KITS-STREET SWEEPER	111.79
			BROOM KITS-STREET SWEEPER	715.15
			BROOM KITS-STREET SWEEPER	1,762.90
			BROOM KITS-STREET SWEEPER	277.96
			BROOM KITS-STREET SWEEPER	1,097.97
			BROOM KITS-STREET SWEEPER	335.37
	Vendor Total	**5,510.90**		
FYTD for UNITED ROTARY BRUSH CORP		**24,645.37**		
UNITED SITE SERVICES OF CA, INC.			Remit to: **EL MONTE**	**CA**
2/14/2011	882132	97.55		
			PORTABLE TOILET SVC-M&O DIV.	97.55
2/22/2011	882169	184.72		
			PORTABLE TOILET SVC-GOLF CTR	77.33
			FENCE RENTAL-ANIMAL SHELTER	107.39
2/28/2011	206692	38.09		
			REFUND-BUS LIC OVRPMT	38.09
2/28/2011	882200	97.55		
			PORTABLE TOILET SVC-M&O DIV.	97.55
	Vendor Total	**417.91**		
FYTD for UNITED SITE SERVICES OF CA, INC.		**2,749.29**		

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UNITED STATES TREASURY			Remit to: **FRESNO** **CA**	
2/14/2011	206430	50.00		
			PAYROLL DEDUCTION AGREEMENT	50.00
2/28/2011	206693	50.00		
			PAYROLL DEDUCTION AGREEMENT	50.00
	Vendor Total	**100.00**		
FYTD for UNITED STATES TREASURY		**900.00**		
UNITED WAY OF INLAND VALLEYS			Remit to: **RIVERSIDE** **CA**	
2/14/2011	206431	507.19		
			UNITED WAY CONTRIBUTIONS	507.19
2/28/2011	206694	507.19		
			UNITED WAY CONTRIBUTIONS	507.19
	Vendor Total	**1,014.38**		
FYTD for UNITED WAY OF INLAND VALLEYS		**10,889.28**		
UNITED WAY, INLAND VALLEYS			Remit to: **RIVERSIDE** **CA**	
2/7/2011	882085	2,250.00		
			EMPLOYEE GIVING CAMPAIGN	2,250.00
	Vendor Total	**2,250.00**		
FYTD for UNITED WAY, INLAND VALLEYS		**2,250.00**		
UPTON, CHRISTINA			Remit to: **MORENO VALLEY** **CA**	
2/22/2011	206554	52.00		
			REFUND-CLASS REGIST.	52.00
	Vendor Total	**52.00**		
FYTD for UPTON, CHRISTINA		**52.00**		
USA ALARM SYSTEMS, INC.			Remit to: **MONROVIA** **CA**	
2/7/2011	206311	25.00		
			REFUND-BUS.LIC OVERPYMT	25.00
	Vendor Total	**25.00**		
FYTD for USA ALARM SYSTEMS, INC.		**25.00**		
USA MOBILITY/ARCH WIRELESS			Remit to: **ALEXANDRIA** **VA**	
2/14/2011	882133	36.59		
			PAGER SVC-PARK RANGERS	2.01
			PAGER SVC-TRANSP. DIV.	4.66
			PAGER SVC-ANIMAL SVCS	29.92
	Vendor Total	**36.59**		
FYTD for USA MOBILITY/ARCH WIRELESS		**544.51**		

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UTILIQUEST, L L C				Remit to: **ATLANTA** **GA**	
	2/7/2011	206312	57.00		
				REFUND-BUS LIC OVRPMT	57.00
	Vendor Total		**57.00**		
FYTD for UTILIQUEST, L L C			**57.00**		
VA CONSULTING, INC.				Remit to: **IRVINE** **CA**	
	2/22/2011	882170	14,031.00		
				AUTO MALL IMPRVMNTS PROJ SVCS	901.50
				AUTO MALL IMPRVMNTS PROJ SVCS	13,129.50
	Vendor Total		**14,031.00**		
FYTD for VA CONSULTING, INC.			**97,486.40**		
VALI COOPER & ASSOCIATES, INC.				Remit to: **POINT RICHMOND** **CA**	
	2/7/2011	882086	10,405.00		
				TEMP STAFFING SVCS-CAP PROJS	9,765.00
				DAY ST IMPRVMNTS PROJ SVCS	640.00
	2/14/2011	882134	11,560.00		
				TEMP STAFFING SVCS-CAP PROJS	7,560.00
				DAY ST IMPRVMNTS PROJ SVCS	4,000.00
	Vendor Total		**21,965.00**		
FYTD for VALI COOPER & ASSOCIATES, INC.			**89,610.00**		
VALI COOPER ASSOCIATES, INC				Remit to: **RICHMOND** **CA**	
	2/7/2011	206313	65.71		
				REFUND-BUS.LIC OVERPYMT	65.71
	Vendor Total		**65.71**		
FYTD for VALI COOPER ASSOCIATES, INC			**65.71**		
VALLELUNGA, FRANK & SHERRI				Remit to: **MENIFEE** **CA**	
	2/22/2011	206555	75.00		
				REFUND-S/N DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for VALLELUNGA, FRANK & SHERRI			**75.00**		
VAS ASSOCIATES, INC.				Remit to: **CORONA** **CA**	
	2/14/2011	882135	17,400.00		
				TEMP STAFFING SVCS-CAP PROJS	17,400.00
	Vendor Total		**17,400.00**		
FYTD for VAS ASSOCIATES, INC.			**147,480.00**		

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For Period 2/1/2011 through 2/28/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VEHICLE REGISTRATION COLLECTIONS			Remit to: **RANCHO CORDOVA** **CA**	
2/28/2011	206695	749.89		
			GARNISHMENT	121.00
			GARNISHMENT	64.89
			GARNISHMENT	564.00
	Vendor Total	**749.89**		
FYTD for VEHICLE REGISTRATION COLLECTIONS		**749.89**		
VERDIN CONCRETE, INC.			Remit to: **RIVERSIDE** **CA**	
2/28/2011	206696	62.50		
			REFUND-BUS LIC OVRPMT	62.50
	Vendor Total	**62.50**		
FYTD for VERDIN CONCRETE, INC.		**62.50**		
VERIZON			Remit to: **TRENTON** **NJ**	
2/22/2011	206556	1,721.76		
			BACKBONE CHRGS	1,721.76
	Vendor Total	**1,721.76**		
FYTD for VERIZON		**13,583.37**		
VERIZON CALIFORNIA			Remit to: **DALLAS** **TX**	
2/28/2011	206697	618.41		
			PHONE CHRGS-ERC	618.41
	Vendor Total	**618.41**		
FYTD for VERIZON CALIFORNIA		**5,671.75**		
VIGIL, ERNEST			Remit to: **MORENO VALLEY** **CA**	
2/7/2011	882087	318.73		
			RETIREE MED FEB '11	318.73
	Vendor Total	**318.73**		
FYTD for VIGIL, ERNEST		**2,549.84**		
VINCENT, CLARENCE			Remit to: **MORENO VALLEY** **CA**	
2/7/2011	206314	157.84		
			RETIREE MED DEC '10	157.84
	Vendor Total	**157.84**		
FYTD for VINCENT, CLARENCE		**1,815.16**		
VISION SERVICE PLAN			Remit to: **SAN FRANCISCO** **CA**	
2/7/2011	882088	4,577.57		
			EMPLOYEE VISION INSURANCE	4,577.57
	Vendor Total	**4,577.57**		
FYTD for VISION SERVICE PLAN		**35,109.04**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VISTA PAINT CORPORATION				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206315	453.15		
				PAINT & SUPPLIES	8.31
				PAINT & SUPPLIES	58.77
				PAINT & SUPPLIES	129.12
				PAINT & SUPPLIES	256.95
	2/14/2011	206432	67.08		
				PAINT FOR PARKS GRAFFITI	67.08
	2/28/2011	206698	959.15		
				PAINT/SUPPL-GRAFFITI RMVL PRGM	855.88
				PAINT/SUPPL-GRAFFITI RMVL PRGM	103.27
	Vendor Total		**1,479.38**		
FYTD for VISTA PAINT CORPORATION			**7,521.00**		
VISTERRA CREDIT UNION				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	206433	14,879.34		
				SETTLEMNT RE: PROPERTY LIEN	26.14
				SETTLEMNT RE: PROPERTY LIEN	2,250.00
				SETTLEMNT RE: PROPERTY LIEN	12,603.20
	Vendor Total		**14,879.34**		
FYTD for VISTERRA CREDIT UNION			**14,879.34**		
VOLUNTEER CENTER OF RIVERSIDE COUNTY				Remit to: **RIVERSIDE** **CA**	
	2/14/2011	882136	484.68		
				211 CALL CTR INFO/REFERRAL SVC	484.68
	Vendor Total		**484.68**		
FYTD for VOLUNTEER CENTER OF RIVERSIDE COUNTY			**89,731.38**		
VOYAGER FLEET SYSTEM, INC.				Remit to: **HOUSTON** **TX**	
	2/28/2011	882201	1,148.17		
				CNG FUEL PURCHASES	765.44
				CNG FUEL PURCHASES	382.73
	Vendor Total		**1,148.17**		
FYTD for VOYAGER FLEET SYSTEM, INC.			**14,716.42**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VULCAN MATERIALS CO, INC.				Remit to: **SAN BERNARDINO** **CA**	
	2/28/2011	206699	3,385.67		
				ASPHALTIC MATERIALS	138.12
				ASPHALTIC MATERIALS	171.69
				ASPHALTIC MATERIALS	171.69
				ASPHALTIC MATERIALS	171.69
				ASPHALTIC MATERIALS	138.12
				ASPHALTIC MATERIALS	137.43
				ASPHALTIC MATERIALS	105.23
				ASPHALTIC MATERIALS	105.23
				ASPHALTIC MATERIALS	206.63
				ASPHALTIC MATERIALS	171.00
				ASPHALTIC MATERIALS	1,304.23
				ASPHALTIC MATERIALS	392.24
				ASPHALTIC MATERIALS	172.37
	Vendor Total		**3,385.67**		
FYTD for VULCAN MATERIALS CO, INC.			**18,992.22**		
WAGGONER JR., GLENN C.				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	882089	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for WAGGONER JR., GLENN C.			**2,549.84**		
WAGNER, GARY D.				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	882090	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for WAGNER, GARY D.			**2,531.00**		
WAGY, CARYLON				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206316	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for WAGY, CARYLON			**2,549.84**		
WALGREENS COMPANY				Remit to: **CHICAGO** **IL**	
	2/22/2011	206557	60.00		
				REFUND-FALSE ALARM	30.00
				REFUND-FALSE ALARM	30.00
	Vendor Total		**60.00**		
FYTD for WALGREENS COMPANY			**60.00**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WALKER, DONNA JEAN				Remit to: **PERRIS** **CA**	
	2/14/2011	882137	76.00		
				INSTRUCTION SVCS-2 DAYS	76.00
	Vendor Total		**76.00**		
FYTD for WALKER, DONNA JEAN			**380.00**		
WASHINGTON INVENTORY SERVICE				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206317	67.93		
				REFUND-BUS.LIC OVERPYMT	67.93
	Vendor Total		**67.93**		
FYTD for WASHINGTON INVENTORY SERVICE			**67.93**		
WASSON, KIRK				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	882138	380.00		
				INSTRUCTION SVCS-10 DAYS	380.00
	Vendor Total		**380.00**		
FYTD for WASSON, KIRK			**1,102.00**		
WASTE MANAGEMENT OF THE INLAND EMPIRE				Remit to: **PHOENIX** **AZ**	
	2/7/2011	206318	1,244.51		
				ROLL-OFF STORAGE BIN RENTALS	1,244.51
	2/22/2011	206558	1,244.51		
				ROLL-OFF STORAGE BIN RENTALS	1,244.51
	Vendor Total		**2,489.02**		
FYTD for WASTE MANAGEMENT OF THE INLAND EMPIRE			**9,956.08**		
WEATHERITE CORPORATION				Remit to: **WALNUT** **CA**	
	2/22/2011	206559	81.62		
				REFUND-BUS LIC OVRPMT	81.62
	Vendor Total		**81.62**		
FYTD for WEATHERITE CORPORATION			**81.62**		
WELLS FARGO CORPORATE TRUST				Remit to: **LOS ANGELES** **CA**	
	2/1/2011	110201	1,002.57		
				INT ON 97 CH COP VAR RATE BOND	1,002.57
	Vendor Total		**1,002.57**		
FYTD for WELLS FARGO CORPORATE TRUST			**6,757,269.18**		
WEST COAST PAINTING				Remit to: **RIVERSIDE** **CA**	
	2/28/2011	206700	26.83		
				REFUND-BUS LIC OVRPMT	26.83
	Vendor Total		**26.83**		
FYTD for WEST COAST PAINTING			**26.83**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WEST PAYMENT CENTER				Remit to: **CAROL STREAM** **IL**	
	2/14/2011	206434	522.08		
				SUBSCRPTN-CALIF CODE SUPPLMNTS	65.26
				SUBSCRPTN-CALIF CODE SUPPLMNTS	456.82
	Vendor Total		**522.08**		
FYTD for WEST PAYMENT CENTER			**522.08**		
WEST PUBLISHING CORPORATION				Remit to: **ST. PAUL** **MN**	
	2/28/2011	206701	535.00		
				AUTO TRACK SVCS FOR PD	535.00
	Vendor Total		**535.00**		
FYTD for WEST PUBLISHING CORPORATION			**4,245.00**		
WESTECH COLLEGE				Remit to: **ONTARIO** **CA**	
	2/7/2011	206319	643.86		
				REFUND-RNTL DEP 1/13/11	643.86
	Vendor Total		**643.86**		
FYTD for WESTECH COLLEGE			**1,287.72**		
WESTERN MUNICIPAL WATER DISTRICT				Remit to: **RIVERSIDE** **CA**	
	2/22/2011	206560	211.59		
				WATER CHARGES	52.87
				WATER CHARGES	98.44
				WATER CHARGES	60.28
	Vendor Total		**211.59**		
FYTD for WESTERN MUNICIPAL WATER DISTRICT			**15,806.63**		
WIELIN, RONALD A.				Remit to: **BANNING** **CA**	
	2/7/2011	882091	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for WIELIN, RONALD A.			**2,549.84**		
WILD WING TAXIDERMY				Remit to: **MORENO VALLEY** **CA**	
	2/22/2011	206561	32.31		
				REFUND-BUS LIC OVRPMT	32.31
	Vendor Total		**32.31**		
FYTD for WILD WING TAXIDERMY			**32.31**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WILLDAN AND ASSOCIATES				Remit to: **SAN BERNARDINO** **CA**	
	2/22/2011	206562	450.00		
				MORENO BCH DR WIDENING PROJ	450.00
	2/28/2011	206702	19,009.28		
				BLDG & SFTY PLAN CHECK SVCS	19,009.28
	Vendor Total		**19,459.28**		
FYTD for WILLDAN AND ASSOCIATES			**101,660.76**		
WILLIAMS, GUY H.				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	206435	59.50		
				REFUND-CITATION OVRPMT	59.50
	Vendor Total		**59.50**		
FYTD for WILLIAMS, GUY H.			**59.50**		
WILLIAMS, JANE L.				Remit to: **GRAND FORKS** **ND**	
	2/7/2011	882092	128.78		
				RETIREE MED JAN '11	128.78
	Vendor Total		**128.78**		
FYTD for WILLIAMS, JANE L.			**1,296.92**		
WISNIEWSKI, PAT A.				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	206436	404.50		
				REFUND-CITATION DISMISSED	404.50
	Vendor Total		**404.50**		
FYTD for WISNIEWSKI, PAT A.			**404.50**		
WORDEN, TIFANY				Remit to: **MORENO VALLEY** **CA**	
	2/22/2011	206563	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for WORDEN, TIFANY			**20.00**		
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.				Remit to: **RIVERSIDE** **CA**	
	2/28/2011	206703	45.00		
				ADV. THE CHOICE EXPO 3/24/11	45.00
	Vendor Total		**45.00**		
FYTD for WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.			**953,521.08**		
WRCRCA				Remit to: **RIVERSIDE** **CA**	
	2/28/2011	206704	5,937.30		
				COMM/OFFICE FEES COLLECTED	5,937.30
	Vendor Total		**5,937.30**		
FYTD for WRCRCA			**1,277,150.68**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WURM'S JANITORIAL SERVICES, INC.			Remit to: **CORONA**	**CA**
2/7/2011	882093	112.82		
			JANITORIAL SVCS-POLICE GTF	112.82
2/14/2011	882139	3,950.31		
			JANITORIAL SVCS-EMP RES CTR	532.81
			TEMP FACIL. MAINT WORKER SVCS	3,231.25
			TEMP FACIL. MAINT WORKER SVCS	56.25
			JANITORIAL SVCS-SR CTR/SPECIAL	130.00
2/22/2011	882171	23,573.59		
			WATER EXTRACTION SVCS AT EOC	120.00
			JANITORIAL SVCS-SUNNYMD ELEM	184.10
			JANITORIAL SVCS-RAINBOW RIDGE	310.19
			JANITORIAL SVCS-RED MAPLE ELEM	310.19
			JANITORIAL SVCS-STARS HDQTRS	298.87
			JANITORIAL SVCS-SUNNYMD MIDDLE	152.10
			JANITORIAL SVCS-CITY HALL	4,588.23
			JANITORIAL SVCS-CITY YARD	346.90
			JANITORIAL SVCS-TRANSP TRAILER	98.40
			JANITORIAL SVCS-EOC	688.36
			JANITORIAL SVCS-ESA ANNEX	735.73
			JANITORIAL SVCS-FAC. ANNEX	124.29
			JANITORIAL SVCS-LIBRARY	1,771.79
			JANITORIAL SVCS-MARCH FIELD	955.70
			JANITORIAL SVCS-GOLF PRO SHOP	644.70
			JANITORIAL SVCS-MVTV STUDIO	58.05
			JANITORIAL SVCS-PUB SFTY BLDG	5,564.25
			JANITORIAL SVCS-GANG TSK FORCE	112.82
			JANITORIAL SVCS-SENIOR CTR	1,916.18
			JANITORIAL SVCS-TOWNGATE C.C.	691.38
			JANITORIAL SVCS-CONF & REC CTR	3,447.93
			JANITORIAL SVCS-TS ANNEX	453.43
2/28/2011	882202	892.81		
			JANITORIAL SVCS-TOWNGT RENTALS	360.00
			JANITORIAL SVCS-EMP RES CTR	532.81
	Vendor Total	**28,529.53**		
FYTD for WURM'S JANITORIAL SERVICES, INC.		**216,828.38**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
XEROX				Remit to: **DALLAS** **TX**	
	2/7/2011	206320	1,745.73		
				COPIER RNTL/MAINT-POLICE	1,688.73
				COPIER RNTL/MAINT-POLICE	57.00
	2/22/2011	206564	2,736.77		
				COPIER RNTL/MAINT-PD	190.89
				COPIER RNTL/MAINT-PD	485.78
				COPIER RNTL/MAINT-PARKS	359.34
				COPIER RNTL/MAINT-PARKS	779.48
				COPIER BILLABLE PRINTS-PARKS	287.56
				COPIER RNTL/MAINT-STARS	114.49
				COPIER BILLABLE PRINTS-STARS	519.23
	2/28/2011	206705	1,451.11		
				COPIER RNTL/MAINT-PD	70.20
				COPIER RNTL/MAINT/PRNTS-GRPHCS	983.12
				COPIER RNTL/MAINT-GRAPHICS	397.79
	Vendor Total		**5,933.61**		
FYTD for XEROX			**53,711.57**		
YAMASHITA, JULIA J.				Remit to: **LAGUNA WOODS** **CA**	
	2/7/2011	882094	154.70		
				RETIREE MED DEC '10	154.70
	Vendor Total		**154.70**		
FYTD for YAMASHITA, JULIA J.			**1,392.30**		
ZEISER KLING CONSULTANTS, INC.				Remit to: **COSTA MESA** **CA**	
	2/22/2011	882172	3,938.25		
				T/S@SR-60/REDLANDS BLVD PROJ	1,482.00
				T/S@SR-60/REDLANDS BLVD PROJ	238.75
				T/S@SR-60/REDLANDS BLVD PROJ	2,217.50
	Vendor Total		**3,938.25**		
FYTD for ZEISER KLING CONSULTANTS, INC.			**3,938.25**		

Subtotal **1,378,954.08**

GRAND TOTAL **10,858,661.77**

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: April 26, 2011

TITLE: APPROVE COOPERATIVE AGREEMENT WITH RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR THE SUNNYMEAD BOULEVARD MASTER DRAINAGE PLAN LINES H, H-1A, AND H-5 IN CONNECTION WITH THE INDIAN DETENTION BASIN DRAINAGE IMPROVEMENTS
PROJECT NO 09-89791726

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the "Cooperative Agreement" with Riverside County Flood Control and Water Conservation District (the District) for the Sunnymead Boulevard Master Drainage Plan Lines H, H-1A, and H-5 in connection with the Indian Detention Basin Drainage Improvements.

2. Authorize the City Manager to execute the "Cooperative Agreement" in the form attached hereto upon concurrence by the District.

3. Authorize the City Manager to approve any minor changes that may be requested by the District subject to the approval of the City Attorney.

4. Authorize the City Manager to execute any future amendments subject to the approval of the City Attorney.

BACKGROUND

The goal of the project is to provide the necessary drainage infrastructure improvements to Sunnymead Master Drainage Plan (MDP) Lines H, H-1A, and H-5 located in

Ironwood Avenue and Davis Street. Completion of the project will protect the surrounding area and neighborhoods that are currently within a Federal Emergency Management Agency (FEMA) mapped flood plain area, and remove them from the flood plain.

On July 13, 2010, the City Council awarded the construction contract to Riverside Construction Company, Inc. in the amount of $4,124,375.14. The City Council approved the contract award of all Base Bid items and Additive Bid Alternate Nos. 1, and 5-11, which will complete storm drain work in Ironwood Avenue from Heacock Street to Hubbard Street, as well as the widening of Ironwood Avenue from Heacock Street to Nita Drive. Construction is underway and is scheduled to be completed in May 2011. The project plans were approved by the District. The District is providing inspection at no cost to the City.

DISCUSSION

The "Cooperative Agreement" sets forth the City's responsibilities and the District's responsibilities, both in terms of scope and financial responsibility. The agreement requires that the District approve the storm drain plans and specifications, and provide inspection of those facilities, and City will construct Lines H, H-1A, and H-5 totaling approximately 4,440 linear feet of Sunnymead MDP facilities within Ironwood Avenue, which will connect to existing MDP facilities. The construction includes catch basins, connector pipes, and laterals. Once construction is complete, and upon acceptance by the District, the District will be responsible for the operation and maintenance of the drainage facilities, and the City will be responsible for the operation and maintenance of the catch basins, connector pipes, and laterals. The City will maintain the headwall and outlet area within the Indian Basin, as well as retain ownership of the Indian Basin. The District's approval of the Cooperative Agreement and acceptance of the facilities are the final steps to turn their portion of the system over for their maintenance.

ALTERNATIVES

1. Approve the "Cooperative Agreement" with Riverside County Flood Control and Water Conservation District (the District) for the Sunnymead Boulevard Master Drainage Plan Lines H, H-1A, and H-5 in connection with the Indian Detention Basin Drainage Improvements, authorize the City Manager to execute the "Cooperative Agreement" in the form attached hereto upon concurrence by the District, authorize the City Manager to approve any minor changes that may be requested by the District subject to the approval of the City Attorney, and authorize the City Manager to execute any future amendments subject to the approval of the City Attorney. *This alternative allows for the District's timely acceptance of the ownership, operation, and maintenance of the storm drain facilities.*

2. Do not approve the "Cooperative Agreement" with Riverside County Flood Control and Water Conservation District (the District) for the Sunnymead Boulevard Master Drainage Plan Lines H, H-1A, and H-5 in connection with the Indian Detention Basin Drainage Improvements, do not authorize the City Manager to execute the "Cooperative Agreement" in the form attached hereto upon concurrence by the District, do not authorize the City Manager to approve any minor changes that may be requested by the District subject to the approval of the City Attorney, and do not authorize the City Manager to execute any future amendments subject to the approval of the City Attorney. *This alternative would result in the City having continued responsibility of the ownership, operation, and maintenance of the storm drain facilities until a Cooperative Agreement could be executed with the District.*

FISCAL IMPACT

There is no monetary exchange for the agreement with the District. The Indian Basin Project is being funded with 2007 RDA Tax Allocation Bonds (Account No. 897.91726). The project is also partially funded with 2005 Lease Revenue Bonds (Account No. 501.82625), Development Impact Fee (DIF) program funds (Account No. 416.78727), and the EMWD water line facilities are to be reimbursed by EMWD through a revenue set-aside in fund 414 (Account Nos. 414.80423 and 414.80424). The funds utilized for this project are designated for the Indian Basin and Ironwood Avenue capital improvements only. There is no impact to the General Fund.

AVAILABLE CONSTRUCTION FUNDS:

Fiscal Year 2010/2011 (Account No. 897.91726)	$3,153,000
Fiscal Year 2010/2011 (Account No. 501.82625)	$933,000
Fiscal Year 2010/2011 (Account No. 416.78727)	$962,000
Fiscal Year 2010/2011 (Account No. 414.80423)	$185,000
Fiscal Year 2010/2011 (Account No. 414.80424)	$109,000
Total Available Funds	$5,342,000

ESTIMATED CONSTRUCTION COSTS:

Contractor Construction Costs	$4,124,000
Construction Design Support Services	$109,000
Construction Geotechnical Services	$90,000
Construction Survey Services	$55,000
Project Administration and City Inspection	$190,000
Total Estimated Project Related Costs	$4,568,000

ANTICIPATED SCHEDULE:

Finish Construction.....May 2011

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

The "Cooperative Agreement" sets forth the City's responsibilities and the District's responsibilities. Once construction is complete, and upon acceptance by the District, the District will be responsible for the operation and maintenance of the Lines H, H1-A, and H-5 drainage facilities, and the City will be responsible for the operation and maintenance of the catch basins, connector pipes, and laterals. These storm drain facilities will provide necessary flood protection and drainage along this section of Ironwood Avenue and the adjoining properties.

ATTACHMENTS

Attachment "A" – Location Map
Attachment "B" – Cooperative Agreement

Prepared By:
Margery A. Lazarus
Senior Engineer, P.E.

Department Head Approval:
Barry Foster
Economic Development Director

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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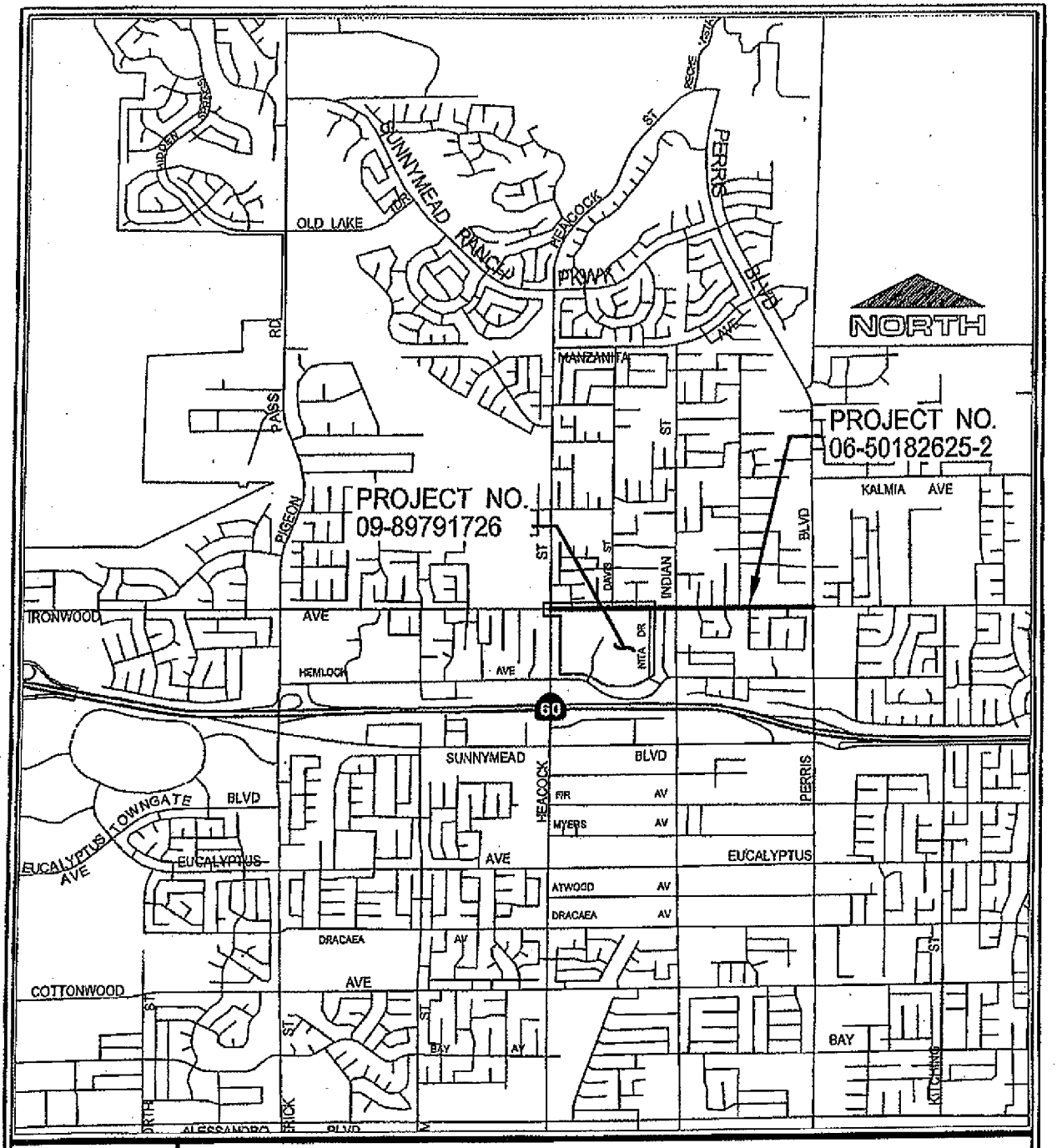

LOCATION MAP

Public WorksDepartment Capital Projects Division	IRONWOOD AVE IMPROVEMENTS FROM HEACOCK ST TO PERRIS BLVD PROJECT NUMBER 06-50182625-2
Scale: None	INDIAN DETENTION BASIN DRAINAGE IMPROVEMENTS AND IRONWOOD AVE FROM HEACOCK ST TO NITA DR (SOUTH SIDE) PROJECT NUMBER 09-89791726
ATTACHMENT "A"	

CITY OF MORENO VALLEY
DECEMBER 3, 1984

COOPERATIVE AGREEMENT

Sunnymead MDP - Line H, Stage 4
Sunnymead MDP – Line H-1A, Stage 2
Sunnymead MDP – Line H-5, Stage 3
(Project Nos. 4-0-00670-04, 4-0-00731-02 and 4-0-00202-03)
(MS 123)

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT" and the CITY OF MORENO VALLEY, hereinafter called "CITY", hereby agree as follows:

RECITALS

A. CITY has budgeted for and plans to construct, certain stormwater management facilities identified in DISTRICT'S SUNNYMEAD MASTER DRAINAGE PLAN (MDP) in order to provide necessary flood protection and drainage for Ironwood Avenue and adjoining properties; and

B. The Sunnymead MDP facilities consists of (i) approximately 1,675 lineal feet of underground concrete drainage system (Line H, Stage 4), (ii) approximately 2,711 lineal feet of underground concrete drainage system (Line H-1A, Stage 2), which includes an existing segment of underground storm drain system approximately 917 feet in length, and (iii) approximately 54 lineal feet of underground concrete drainage system (Line H-5, Stage 3) as collectively shown in concept in red on Exhibit "A" attached hereto and made a part hereof, and hereinafter collectively called "DISTRICT DRAINAGE FACILITIES"; and

C. Associated with the construction of DISTRICT DRAINAGE FACILITIES is the construction of a certain outlet structure, certain catch basins, connector pipes and laterals, hereinafter called "APPURTENANCES". Together DISTRICT DRAINAGE FACILITIES and APPURTENANCES are hereinafter called "PROJECT"; and

D. CITY desires DISTRICT to ultimately accept ownership and responsibility for operation and maintenance of DISTRICT DRAINAGE FACILITIES. Therefore,

Attachment "B"

DISTRICT must review and approve CITY'S plans and specifications for PROJECT and subsequently inspect the construction of DISTRICT DRAINAGE FACILITIES; and

E. DISTRICT desires CITY to accept ownership and sole responsibility for APPURTENANCES. Additionally, it is mutually understood and agreed that CITY shall assume ownership and sole responsibility for the operation and maintenance of PROJECT until such time as DISTRICT DRAINAGE FACILITIES is accepted by DISTRICT as set forth herein; and

F. DISTRICT and CITY acknowledge it is in the best interest of the public to proceed with the construction of PROJECT at the earliest possible date.

NOW, THEREFORE, the parties hereto mutually agree as follows:

SECTION I

CITY shall:

1. Pursuant to California Environmental Quality Act (CEQA), assume the sole Lead Agency role for preparation, circulation and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT.

2. Prepare or cause to be prepared, PROJECT plans, hereinafter called "IMPROVEMENT PLANS" (District Drawing No. 4-1004), in accordance with CITY and DISTRICT standards.

3. Secure, at its sole cost and expense, all necessary rights of way, rights of entry and temporary construction easements as may be needed to construct, inspect, operate and maintain PROJECT.

4. Secure, at its sole cost and expense, all necessary permits, approvals, licenses or agreements required by any Federal or State resource or regulatory agencies pertaining to the construction, operation and maintenance of PROJECT. Such documents,

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hereinafter called "REGULATORY PERMITS", may include, but are not limited to, a Section 404 permit issued by USACOE, a Section 401 Water Quality Certification and/or Waste Discharge Requirements issued by the California Regional Water Quality Control Board (CRWQCB) and/or State Water Resources Control Board, a Section 1602 Streambed Alteration Agreement issued by the California Department of Fish and Game and furnish to DISTRICT copies of all permits, approvals, licenses, and/or agreements required by any federal or state resource or regulatory agencies pertaining to the construction, operation and maintenance of PROJECT.

5. Prior to advertising for bids, provide DISTRICT an opportunity to review and approve all REGULATORY PERMITS.

6. Order the relocation of all utilities installed by permit or franchise within CITY rights of way that are in conflict with PROJECT and which must be relocated at the utility company's expense.

7. Prior to awarding a public works construction contract for PROJECT, provide DISTRICT an opportunity to review and approve IMPROVEMENT PLANS.

8. Not permit any change to or modification of IMPROVEMENT PLANS without the prior written permission and consent of DISTRICT.

9. Construct PROJECT pursuant to a CITY administered construction contract, in accordance with IMPROVEMENT PLANS approved by CITY and DISTRICT, and pay all costs associated therewith.

10. Furnish or cause its construction manager to furnish, all construction survey and materials testing services necessary to construct PROJECT.

11. Provide DISTRICT with written notice that CITY has awarded a construction contract for PROJECT.

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12. Prior to commencing construction, furnish DISTRICT with the final mylar IMPROVEMENT PLANS and assign their ownership to DISTRICT.

13. Prior to commencing PROJECT construction, schedule and conduct a mandatory pre-construction meeting between CITY, CITY'S construction manager, CITY'S construction contractor(s), DISTRICT and other affected entities. CITY shall notify DISTRICT (Attention: Construction Inspection) in writing at least twenty (20) days prior to conducting the pre-construction meeting.

14. Require its contractor(s), during the term of construction of PROJECT to provide and maintain Comprehensive General and Automobile Liability Insurance including contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles which shall protect DISTRICT, County of Riverside and CITY from claim from damages for personal injury, including accidental and wrongful death, as well as from claims for property damage which may arise from construction of PROJECT or the performance of its obligations hereunder, whether such construction or performance be by CITY, the aforementioned construction contractor(s), or any subcontractors to said construction contractor(s), or by anyone employed directly or indirectly by said construction contractor(s) or subcontractors. Such insurance shall name DISTRICT, County of Riverside and CITY, and their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as additional insureds and shall provide for limits of not less than two million dollars ($2,000,000) per occurrence. CITY shall also require its contractor(s) to provide Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor code of the State of California, including Employer's Liability with one million dollar ($1,000,000 limits), covering all persons providing services on behalf of PROJECT and all risks to such persons under this

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agreement. In addition, CITY shall require its insurance carrier(s) or its contractor(s) insurance carrier(s) of the above required coverages to waive all rights of subrogation against DISTRICT, County of Riverside and CITY. Said insurance coverage shall be provided by an insurance company licensed to transact the business of insurance in the State of California and shall be evidenced by a certificate (or certificates) of insurance and applicable policy endorsements indicating that the insurance is in full force and effect and that DISTRICT, County of Riverside and CITY, and their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents, representatives, independent contractors, and subcontractors are named as additional insureds. Said certificate(s) of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be provided to CITY and DISTRICT prior to any modification, cancellation, or reduction in coverage of said insurance.

15. Prior to CITY issuing a Notice to Proceed to its construction contractor(s) to begin construction of PROJECT, provide to District an original certificate of insurance evidencing the required insurance coverage.

16. Upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within CITY rights of way which must be performed at such time(s) that the finished grade along and above the underground portions of PROJECT are improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed at no cost to DISTRICT.

17. Require its construction contractor(s) to comply with all Cal/OSHA safety regulations, including regulations concerning confined space and maintain a safe working environment for all CITY and DISTRICT employees on the site.

18. Require its construction contractor(s) to furnish DISTRICT a confined

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space entry procedure specific to PROJECT. The procedure shall comply with requirements contained in California Code of Regulations, Title 8, Section 5158, Other Confined Space Operations, Section 5157, Permit Required Confined Space and DISTRICT confined Space Procedures, SOM-18. The procedure shall be reviewed and approved by DISTRICT prior to start of construction.

19. Grant DISTRICT, by execution of this AGREEMENT, the right to inspect, operate and maintain DISTRICT DRAINAGE FACILITIES within CITY rights of way.

20. [THIS SECTION INTENTIONALLY LEFT BLANK.]

21. Upon completion of PROJECT construction but prior to DISTRICT'S acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, provide DISTRICT with appropriate engineering documentation necessary to establish that the existing segment of DISTRICT DRAINAGE FACILITIES was constructed in accordance with CITY and DISTRICT previously approved IMPROVEMENT PLANS.

22. Assume ownership and sole responsibility for the operation and maintenance of APPURTENANCES.

23. Assume ownership and sole responsibility for the operation and maintenance of PROJECT until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES as set forth herein.

24. Within two weeks of completing PROJECT construction, provide DISTRICT with written notice (Attention: Contract Administration Section) that DISTRICT DRAINAGE FACILITIES construction is substantially complete and requesting that DISTRICT conduct a final inspection of DISTRICT DRAINAGE FACILITIES. It is mutually understood by the parties hereto that prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES,

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DISTRICT DRAINAGE FACILITIES which includes an existing segment of underground storm drain system shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to the inspection and, in the sole discretion of DISTRICT, DISTRICT DRAINAGE FACILITIES are not in an acceptable condition, corrections will be made at sole expense of CITY.

25. Upon completion of construction of PROJECT, but prior to DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, CITY'S civil engineer of record or construction civil engineer of record, duly registered in the State of California, shall provide DISTRICT a redlined "RECORD DRAWINGS" copy of IMPROVEMENT PLANS. After DISTRICT approval of the redlined "RECORD DRAWINGS", CITY'S engineer shall schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT'S original mylars at DISTRICT'S office, after which the engineer shall review, stamp and sign IMPROVEMENTS PLANS "RECORD COPY".

SECTION II

DISTRICT shall:

1. Pursuant to CEQA, act as Responsible Agency and, as such, will have the corresponding responsibility to fulfill the obligations of a CEQA Responsible Agency with respect to PROJECT.

2. At its sole cost and expense, review and approve all necessary REGULATORY PERMITS prior to CITY advertising for bids.

3. At its sole cost and expense, review and approve IMPROVEMENT PLANS prior to CITY'S award of PROJECT construction contract.

4. At its sole cost and expense, conduct periodic inspections of DISTRICT DRAINAGE FACILITIES for quality control purposes.

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5. Accept sole responsibility for ownership, operation and maintenance of DISTRICT DRAINAGE FACILITIES upon (i) completion of DISTRICT DRAINAGE FACILITIES construction, (ii) receipt of appropriate engineering documentation as set forth in Section I.21., and (iii) receipt of "RECORD DRAWINGS" as set forth in Section I.25.

6. Upon DISTRICT'S acceptance of DISTRICT DRAINAGE FACILITIES construction as being complete, provide CITY with a reproducible duplicate copy of the "RECORD DRAWINGS".

SECTION III

It is further mutually agreed:

1. Except as otherwise provided herein, all construction work involved with DISTRICT DRAINAGE FACILITIES shall be inspected by DISTRICT and shall not be deemed complete until approved and accepted as complete by DISTRICT.

2. DISTRICT personnel may observe and inspect all work being done on DISTRICT DRAINAGE FACILITIES, but shall provide any comments to CITY personnel who shall be solely responsible for all communications with its construction contractor(s).

3. CITY shall not request DISTRICT to accept any portion or portions of DISTRICT DRAINAGE FACILITIES prior to the completion of PROJECT.

4. CITY shall indemnify, defend, save and hold harmless DISTRICT and County of Riverside (including their respective officers, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to CITY (including its officers, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to this

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Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees; and (d) any other element of any kind or nature whatsoever.

5. DISTRICT shall indemnify, defend, save and hold harmless CITY (including its officers, employees, agents, representatives, independent contractors and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to DISTRICT (including its officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees; and (d) any other element of any kind or nature whatsoever.

6. Any notices sent or required to be sent to either party shall be mailed to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT 1995 Market Street Riverside, CA 92501	CITY OF MORENO VALLEY Post Office Box 88005 Moreno Valley, CA 92220 Attn: Chris Vogt

7. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

8. This Agreement is to be construed in accordance with the laws of the State of California.

9. This Agreement is the result of negotiations between the parties hereto and with the advice and assistance of their respective counsel. No provision contained herein shall be construed against DISTRICT solely because, as a matter of convenience, it prepared this

Agreement in final form.

10. Any waiver by DISTRICT or CITY of any breach by the other of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of DISTRICT or CITY to require from the other exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT or CITY from enforcement hereof.

11. This Agreement is intended by the parties hereto as their final expression with respect to the matters herein, and is a complete and exclusive statement of the terms and conditions thereof. This Agreement shall not be changed or modified except by the written consent of both parties hereto.

12. DISTRICT and CITY each pledge to cooperate in regard to the operation and maintenance of their respective facilities as set forth herein and to discharge their respective maintenance responsibilities in an expeditious fashion so as to avoid the creation of any nuisance condition or undue maintenance impact upon the other's facilities.

//

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement

on_____.
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

By_____
WARREN D. WILLIAMS
General Manager-Chief Engineer

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By _____
MARION ASHLEY, Chairman
Riverside County Flood Control and Water Conservation District Board of Supervisors

APPROVED AS TO FORM:

PAMELA J. WALLS
County Counsel

By _____
NEAL KIPNIS
Deputy County Counsel

(SEAL)

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By _____

Deputy

Cooperative Agreement: MS 123,
Sunnymead MDP - Line H, Stage 4
12/14/10
KEC:blj

RECOMMENDED FOR APPROVAL:

By _____
CHRIS A. VOGT, P.E.
Public Works Director/City Engineer

CITY OF MORENO VALLEY

By _____
HENRY GARCIA
City Manager

APPROVED AS TO FORM:

By_____
ROBERT HANSEN
City Attorney

ATTEST:

JANE HALSTEAD
City Clerk

By _____

(SEAL)

Cooperative Agreement: MS 123,
Sunnymead MDP - Line H, Stage 4
3/2/11
KEC:blj

Exhibit A

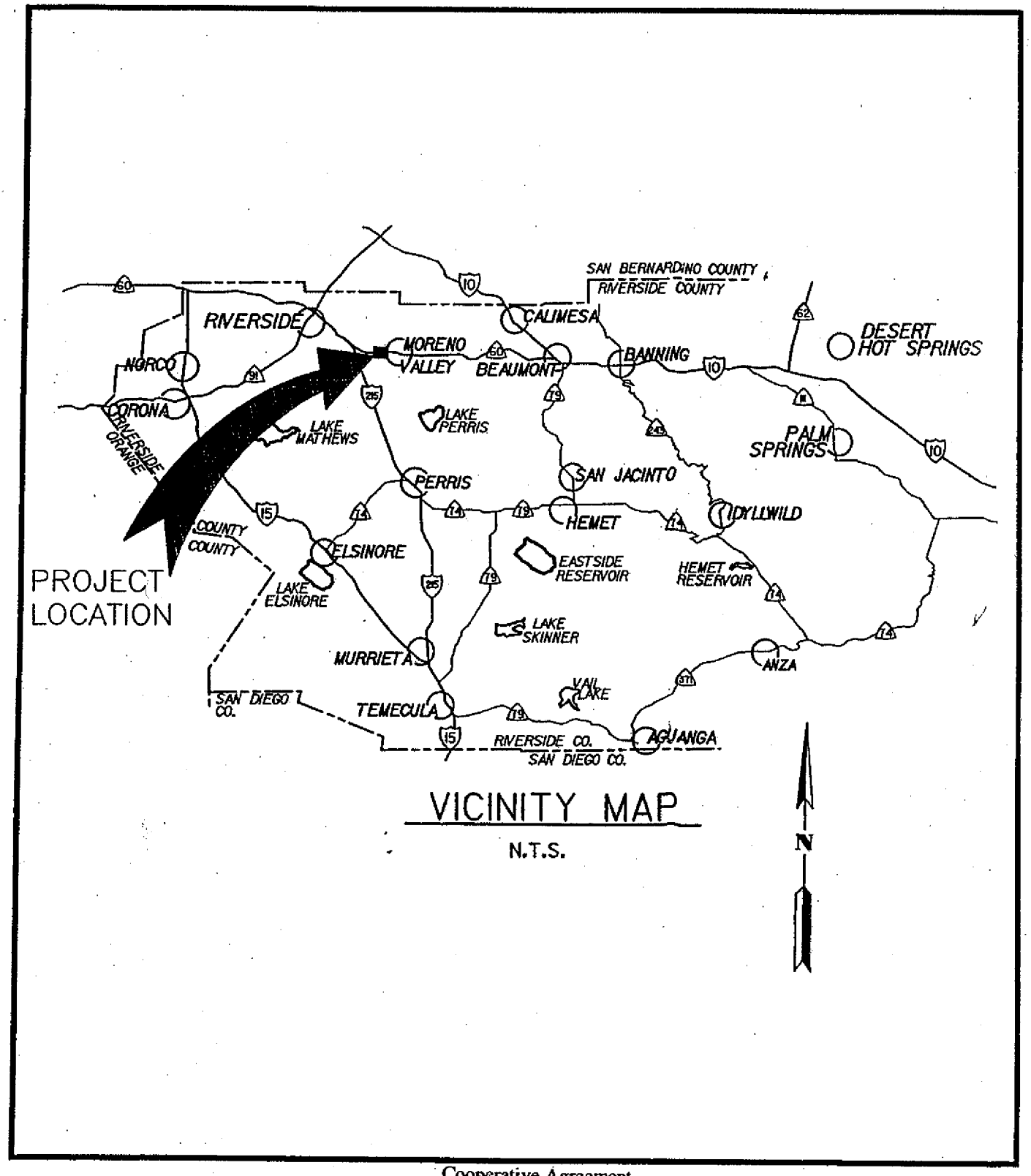

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Exhibit A

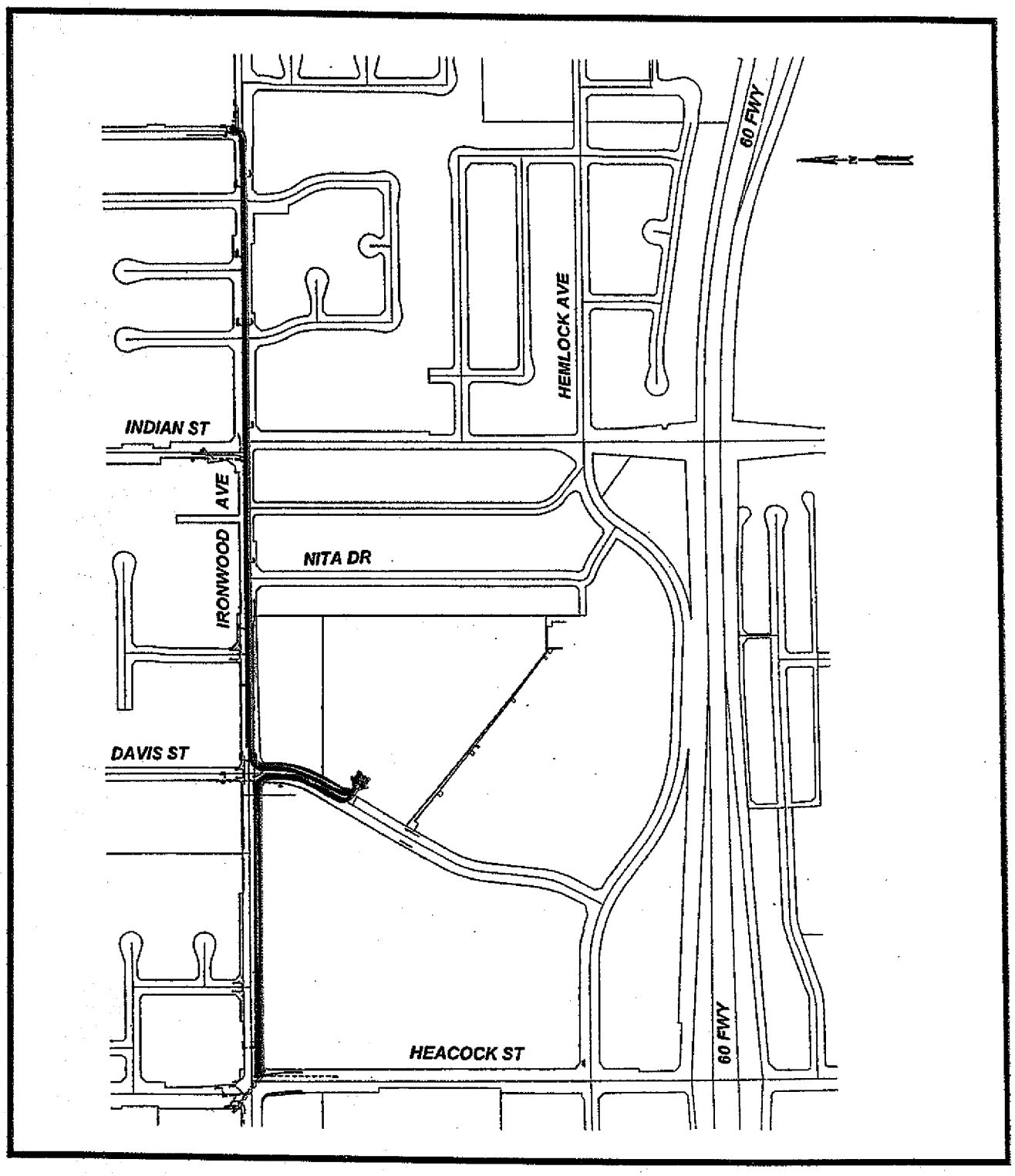

Cooperative Agreement
Sunnymead MDP – Line H, Stage 4, Sunnymead MDP – Line H-1A, Stage 2,
Sunnymead MDP – Line H-5, Stage 3
(Project Nos. 4-0-00670-04, 4-0-00731-02 and 4-0-00202-03)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Michelle Dawson, Acting Assistant City Manager

AGENDA DATE: April 26, 2011

TITLE: Art Loan Policy

RECOMMENDED ACTION

Staff recommends that the City Council adopt the Art Loan Policy (Attachment A).

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Arts Commission reviewed the Art Loan Policy on March 31 and voted to recommend that the City Council adopt the Art Loan Policy for city facilities.

BACKGROUND

At one time public art exhibits had been displayed in the City Council Chamber foyer by The Arts Group of Moreno Valley. These exhibits were discontinued pending the development of a policy for this purpose.

The Arts Commission drafted a Public Art Exhibit Policy in 2010 which was reviewed and revised by the City Manager's and City Attorney's Offices. At the August 17, 2010 City Council Study Session, Council discussed various options regarding the policy and provided direction to staff for the development of an art policy. Council made further recommendations at the February 15 and March 15 study sessions for the Art Loan Policy. Additionally, staff worked with the Arts Commission to finalize the policy.

DISCUSSION

As the City may wish to display works of art in city facilities in order to enhance the aesthetics of the facility, an art loan policy has been developed that will provide guidelines for the submittal, selection, display, and removal of community art for these areas. The salient points of this policy include:

1) The City's Arts Commission will review all works of art submitted for exhibition at a city facility. They will then make a recommendation to the City Manager who will have the final authority to approve all artwork prior to being loaned to the City for display.

2) All artists will need to reside, work, or have been born in Moreno Valley. These requirements also apply to works of art submitted by family members of deceased artists.

3) Works of art that are deemed too large or difficult to display, contain materials which are inherently dangerous or unstable, or are made out of materials that may decay if not kept displayed in the optimum environmental conditions will not be displayed.

4) The Arts Commission will evaluate each work of art for quality, style, the type of media the artwork is displayed on, the nature of the artwork, and diversity in order to make a recommendation to the City Manager for all exhibits at city facilities.

ALTERNATIVES

1) Adopt the Art Loan Policy. *Staff recommends this alternative.*

2) Do not adopt the Art Loan Policy and provide further direction to staff. *Staff does not recommend this alternative.*

FISCAL IMPACT

There is no fiscal impact to the City.

CITY COUNCIL GOALS

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

Community Image, Neighborhood Pride and Cleanliness. Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

ATTACHMENTS

Attachment A: Art Loan Policy

Prepared By:
Cynthia Owens
Acting Assistant to the City Manager

Department Head Approval:
Michelle Dawson
Acting Assistant City Manager

Concurred By:
Robert Hansen
City Attorney

Concurred By:
Michael McCarty
Parks and Community Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Art Loan Policy

PURPOSE: To establish submittal procedures and selection criteria for the loan of works of art to the City to be displayed at the City's sole discretion at city facilities in order to benefit the City and its residents.

DEFINITIONS:

For the purposes of this policy, the following items shall have these definitions:

"Artist" is a person who possesses skill, training and/or experience in his or her artistic discipline and is active in and committed to his or her art practice.

"Art" is the use of skill and imagination in the creation of aesthetic objects, environments, or experiences that can be shared with others.

"Commercial entity" is a for profit business/corporation that manufactures, distributes, markets, or sells works of art, whether they are original works of art or reproductions. Individual artist who sell their works or art for personal profit are not considered commercial entities.

"Community art" refers to the pieces of art that have been created by local residents in Moreno Valley.

POLICY:

I. Introduction

The City of Moreno Valley, on occasion, may wish to display works of art in city facilities to enhance the aesthetics of the facility. As such, this policy shall provide guidelines for the submittal, selection, display, and removal of community art for these areas. The City's Arts Commission is appointed by the City Council and shall recommend works of art to be displayed at a city facility to the City Manager utilizing this policy for proper procedures and guidance in selecting appropriate works of art for display. The City Manager has the final authority to approve all artwork to be displayed at city facilities. All works of art will be on formal loan to the City and will be displayed at the sole discretion of the City.

II. Submittal Process

A. Artists must obtain an application from the Parks and Community Services Department and submit no fewer than five and no more than twelve pieces of art 90 days prior to the exhibit date. Artists must provide one complete set of images, whether they are photographs or a digital file, per work of art submitted for consideration. On the back of each photograph, or with each digital file, the title of the work, dimensions, medium, and the name, address, telephone number of the artist must be included.

B. After an initial review, the Arts Commission may request that the artist submit or make accessible the actual work of art at no cost to the City. The Arts Commission will determine the specific pieces of art to be recommended to the City Manager for exhibit in accordance with Section III of this policy.

III. Selection Criteria

A. Only works of art submitted by artists who reside, work, or who were born in Moreno Valley as well as works of art submitted by family members of deceased artists who resided, worked or were born in Moreno Valley will be considered for display. Works of art submitted by a commercial entity will not be considered.

B. The City's Arts Commission shall review all applications and works of art that comply with the submittal process established by this policy.

C. All works of art shall be original works of art, not a reproduced print or copy of another artist's work. The work of art must comply with the conditions listed in this policy.

D. All works of art shall be on formal loan to the City. The display of the loaned artwork is at the sole discretion of the City.

E. All works of art must be either gallery wrapped canvas or suitably framed with hanging apparatus (screw eyes and wire only). All frames and mounting arrangements must be securely constructed. Work that is fragile or whose framing or display arrangement is of questionable durability may be rejected.

F. Works of art will not be exhibited if any of the following conditions are met:

(1) The work of art is very large and difficult to display due to its size and weight.
(2) Contains materials which are inherently dangerous or unstable.
(3) Made out of materials which may decay if not kept and displayed in the optimum environmental conditions as these conditions can not be guaranteed in a city facility.

G. Once a work of art has met the above display criteria the Arts Commission will evaluate each work of art to determine which works of art, if any, will be recommended to the City Manager for exhibit. The Arts Commission will carefully assess each work of art for the following items:

(1) Quality –the inherent quality of the artwork(s) being submitted for the exhibit
(2) Media –Due to the space restrictions of the exhibit areas only media that can be reasonably accommodated in the designated exhibit area will be considered. Artwork can not extend excessively out from the wall and intrude into the walkway.
(3) Style – Artworks of all schools, styles, and tastes will be considered for exhibit with the exception of those works of art meeting the criteria listed in Section F.
(4) Nature – Works of art should be appropriate in scale, material, form, and content for the immediate, general, social, and physical environments in which they will be displayed.
(5) Diversity – The Art Loan Policy shall strive for diversity of style, scale, media, and artists, including ethnicity and gender.

H. If there is more artwork submitted than allowed for by the space constraints of the designated area for the exhibit, the Arts Commission will decide which pieces of art will be recommended for exhibit based on the criteria listed above. All other works of art will be returned to the artists and may be resubmitted for consideration for future exhibition. The City reserves the right to display no artwork for a particular exhibit period.

IV. Installation

The Arts Commission will make a recommendation to the City Manager as to which pieces of art should be exhibited at a specific city facility. Once the artwork and location is approved by the City Manager, the City's Facilities and Maintenance Division will install the works of art at the direction of the Arts Commission.

All contractual requirements with the artist will be overseen by the City's Parks and Community Services Department, including all loan agreements. All works of art will be reviewed for their condition upon receipt by the City and any problems found with the artwork will be referred to the artist for resolution.

Within two weeks of being notified that a submission has been accepted for exhibition, the artist must contact the City's Parks and Community Services Department to confirm the exhibition dates as well as any other deadlines. Artists are responsible for delivering their work(s) of art to the City at least five business days before the opening of the exhibition.

Sales information shall not be posted or displayed with a work of art while it is on exhibit in a city facility.

V. Removal of Artwork

Artists are required to pick up their works of art from the City within two business days of the conclusion of the exhibit. The City does not accept any responsibility for artwork not picked up within the designated time frame. Any piece of art that is not picked up by the deadline shall be treated as abandoned property subject to disposal without further notice under applicable laws.

As all works of art are on formal loan to the City, and are displayed at the sole discretion of the City, any work of art may be removed from an exhibit without notification to the artist. No reason for the removal of the loaned artwork from the exhibit will be given to the artist.

VI. Insurance

A. The City will not assume responsibility for damage or theft of any work of art that is on display in accordance with this policy except as set forth in Section D below.

B. The artist will acknowledge that a risk of damage, loss, vandalism, or theft is inherent in a public display.

C. If the artist has property or casualty insurance that covers the artwork, and if damage, loss, vandalism, or theft occurs to the artwork while it is on loan to the City, then the artist must seek payment from their insurance company, whose insurance coverage is primary to the City's self-insurance.

D. Regardless of whether the artist has property or casualty insurance, the City's liability to the artists for damage or vandalism to, or loss or theft of, the artist's work of art is limited to the following:

a. Damage, Loss or Vandalism. The City will exercise due care in handling and exhibiting the artist's artwork. The artist (1) will release and hold harmless, (2) will not make a claim against or sue and (3) waives the right of recovery against the City and its officers, agents, or employees for damage or vandalism to, or loss of, one or more of the artist's artwork, arising out of a person's negligent or intentional act, or other act, however caused.

b. Theft. The City will be liable for theft of an artwork on loan only when it is stolen by an officer, agent, or employee of the City once convicted by the District Attorney's Office. The maximum liability the City will assume is $500.00.

c. Liability Insurance. Before the artist delivers any work of art to the City, the artist must furnish satisfactory evidence of liability insurance by delivering to the City a "certificate of insurance" and "an additional insured endorsement" listing the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD). The artist's insurance company or its agent must sign these documents, which must state that the artist's insurance policy is primary to the City's self insurance and insurance policy, applies separately to each insured, and provides 30 days written notice to the City before the insurance company cancels, non-renews, or reduces the policy's coverage. With approval from the City's Risk Management Division, the Liability Insurance requirement can be waived if the artist signs the City's Art Loan Release of Liability form.

VII. Terms For Artwork Loans

A. A time period for the loan must be specified.

B. The artist must sign a loan agreement with the City.

C. All loan agreements and liability insurance requirements must be received 30 days prior to the exhibition date.

VIII. Administration of the Art Loan Policy

The Parks & Community Services Department, along with the City's Arts Commission, will administer the Art Loan Policy for the City of Moreno Valley. The City Manager will review the artwork recommended for exhibit at a city facility by the Arts Commission and has the final authority to approve the display of any loaned artwork for exhibit at a city facility.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: April 26, 2011

TITLE: AUTHORIZATION TO AWARD AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES FOR HMGP FUNDED PROJECT: STORM DRAIN AND MISCELLANEOUS STREET IMPROVEMENTS BETWEEN ALESSANDRO BOULEVARD AND DRAINAGE FACILITY LINE F PROJECT NO. 11-12566730

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Accept an additional grant award amount of $322,000 in the federal funds under the Hazard Mitigation Grant Program (HMGP) to construct a storm drain and miscellaneous street improvements between Alessandro Boulevard and drainage facility Line F east of Redlands Boulevard.

2. Authorize the appropriation of $430,000 from unencumbered Measure "A" (Fund 125) fund balance to account for the additional federal funding and required local funding match in accordance with the HMGP requirements.

3. Approve the Agreement for Design Professional Consultant Services with DMC Design Group, 140 N. Maple Street, Suite 104, Corona, CA 92880 to provide design services for the storm drain and miscellaneous street improvements.

4. Authorize the City Manager to execute said Agreement for Design Professional Consultant Services with DMC Group, in the form attached hereto.

5. Authorize the issuance of a Purchase Order to DMC Design Group in the amount of $172,016 from Account 125.66730 when the agreement has been signed by all parties.

BACKGROUND

In June 2006, the City completed a street improvement project which reconstructed asphalt concrete pavement for Kimberly Avenue, Maltby Avenue, and Campbell Avenue located in the southeast area of Alessandro Boulevard and Redlands Boulevard. This area has repeatedly experienced flooding during major storms. Flooding has caused damages to local streets and private properties, impacted traffic safety, and disrupted public and utility services. Several homes and roadways have been inundated with storm water, and the area has become inaccessible. Extensive cleanup was required to remove mud and debris from streets and properties after the storm. Flooding happens as a result of the lack of adequate storm drain improvements in this area. There is a need to install a storm drain system which mitigates flooding in this area.

In August 2008, the City submitted a grant application for the Hazard Mitigation Grant Program (HMGP) to Federal Emergency Management Agency (FEMA) through California Emergency Management Agency (Cal EMA) to request funding to construct a storm drain and related street improvements in this area. In November 2010, the City received notification of grant approval in the amount of $1,178,000 for the storm drain and street improvements. In accordance with HMGP funding requirements, the City must provide City local funding match towards the project's total cost. On February 8, 2011, the City Council accepted this grant amount and directed the appropriation of $220,000 from unencumbered Measure "A" (Fund 125) fund balance to the existing Street Improvement Program (SIP) accounts for this project to meet HMGP funding requirements. On February 22, 2011, the City received notification of supplemental grant approval in the amount of $322,000 for the project, bringing the total HMGP grant award amount to $1,500,000.

DISCUSSION

The proposed storm drain system is to be installed in the middle of the tract bounded by Redlands Boulevard and Merwin Street, from Alessandro Boulevard to Campbell Avenue, and connected to existing open channel, drainage facility Line F, on the southwest corner of Redlands Boulevard and Brodiea Avenue. Miscellaneous street improvements are to be constructed to accommodate the new storm drain. Storm drain inlets are to be installed on Alessandro Boulevard, Kimberly Avenue, Maltby Avenue, Campbell Avenue and Redlands Boulevard. Existing landscape, hardscape, and street pavement along the storm drain alignment will be restored as part of the project.

On January 19, 2011, the Notice Inviting Proposals and Request for Proposals for Design Professional Consulting Services were sent to all the consultants that City has on its list and also posted on the City's website. On February 17, 2011, five (5) consultants submitted their proposals for the project. City staff reviewed and rated the proposals according to the consultant's ability to complete the project requirements. Interviews of top three firms were conducted, followed by negotiations on scope of services and fees. The proposal from DMC Design Group was selected as the most qualified for the subject project.

The consultant is responsible for completing all survey, engineering, geotechnical and environmental work necessary to obtain storm drain easements, obtain environmental clearances under the California Environmental Quality Act (CEQA), obtain all required permits to connect storm drain to existing channel, prepare plans and specifications for constructing the storm drain and street improvements, and provide construction support services.

ALTERNATIVES

1. Accept an additional grant award amount of $322,000 in the federal funds under the Hazard Mitigation Grant Program (HMGP) to construct a storm drain and miscellaneous street improvements between Alessandro Boulevard and drainage facility Line F east of Redlands Boulevard, authorize the appropriation of $430,000 from unencumbered Measure "A" (Fund 125) fund balance to account for the additional federal funding and required local funding match in accordance with the HMGP requirements, approve the Agreement for Design Professional Consultant Services with DMC Design Group, 140 N. Maple Street, Suite 104, Corona, CA 92880 to provide design services for the storm drain and miscellaneous street improvements, authorize the City Manager to execute said Agreement for Design Professional Consultant Services with DMC Group, in the form attached hereto, and authorize the issuance of a Purchase Order to DMC Design Group in the amount of $172,016 from Account 125.66730 when the agreement has been signed by all parties. *This alternative will allow the City to receive the additional HMGP funding for the project and the design phase of the project to move forward.*

2. Do not accept an additional grant award amount of $322,000 in the federal funds under the Hazard Mitigation Grant Program (HMGP) to construct a storm drain and miscellaneous street improvements between Alessandro Boulevard and drainage facility Line F east of Redlands Boulevard, do not authorize the appropriation of $430,000 from unencumbered Measure "A" (Fund 125) fund balance to account for the additional federal funding and required local funding match in accordance with the HMGP requirements, do not approve the Agreement for Design Professional Consultant Services with DMC Design Group, 140 N. Maple Street, Suite 104, Corona, CA 92880 to provide design services for the storm drain and miscellaneous street improvements, do not authorize the City Manager to execute said Agreement for Design Professional Consultant Services with DMC Group, in the form attached hereto, and do not authorize the issuance of a Purchase Order to DMC Design Group in the amount of $172,016 from Account 125.66730 when the agreement has been signed by all parties. *This alternative will prohibit the City from receiving the additional HMGP funding for the project and the design phase of the project from moving forward.*

FISCAL IMPACT

This project is included in Fiscal Year 2010-2011 Capital Improvements Project Budget and will be financed by Measure "A" (Fund 125). This fund is specifically allocated for transportation-related projects. There is no impact to the General Fund. There is approximately $1,570,000 available in the Street Improvement Program (SIP) accounts (125.85523 and 125.66730). Additional appropriation of $430,000 is requested to account for the additional $322,000 in federal funding and the accompany City local funding match amount of $108,000.

The HMGP funding will provide reimbursement up to $1,500,000 in federal funds for the project (75% of project's cost). In accordance with HMGP Funding requirements, the City must to provide $500,000 (or 25% of project's cost) in cash or in-lieu contribution as local match. FEMA will recognize any right-of-way dedication, utility paid relocation costs, etc. as in-lieu cash contribution to the project as local match. This project requires storm drain easement dedications that may have a total value estimated from $150,000 to $250,000 thus reducing the cash outlay if the easement dedications are obtained at no cost.

AVAILABLE FUNDS IN STREET IMPROVEMENT PROGRAM (SIP) ACCOUNTS:

Existing HMGP Funding Appropriation (Account 125.66730)	$1,178,000
Additional Appropriation to HMGP Funding	$ 322,000
Existing Local Match Appropriation, Measure "A" (Account 125.85523)	$ 392,000
Additional Appropriation to Local Match	$ 108,000
Total	$2,000,000

ESTIMATED PROJECT RELATED COSTS:

Design	$ 172,000
Storm drain easements, environmental clearances and permits	$ 250,000
Construction	$1,100,000
Construction Geotechnical Services and Survey Services	$ 70,000
Project Administration and Inspection	$ 90,000
Total	$1,682,000

ANTICIPATED PROJECT SCHEDULE:

Design, Environmental Clearances and Permits	Complete by January 2012
Award Construction Contract	April 2012
Construction	May 2012 to April 2013

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:

Create a positive environment for the development of Moreno Valley's future.

PUBLIC SAFETY:
Provide a safe and secure environment for people and property I the community, control the number and severity of fire and hazardous materials incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This project provides storm drain and street improvements that would help to mitigate flooding hazards and improve the neighborhood in the southeast area of Alessandro Boulevard and Redlands Boulevard. The City Council is requested to accept the additional grant award and approve the agreement for design professional consultant services with DMC Design Group.

ATTACHMENTS

Attachment "A" – Location Map
Attachment "B" – Agreement with DMC Design Group

Prepared By:
Quang Nguyen, P.E.
Senior Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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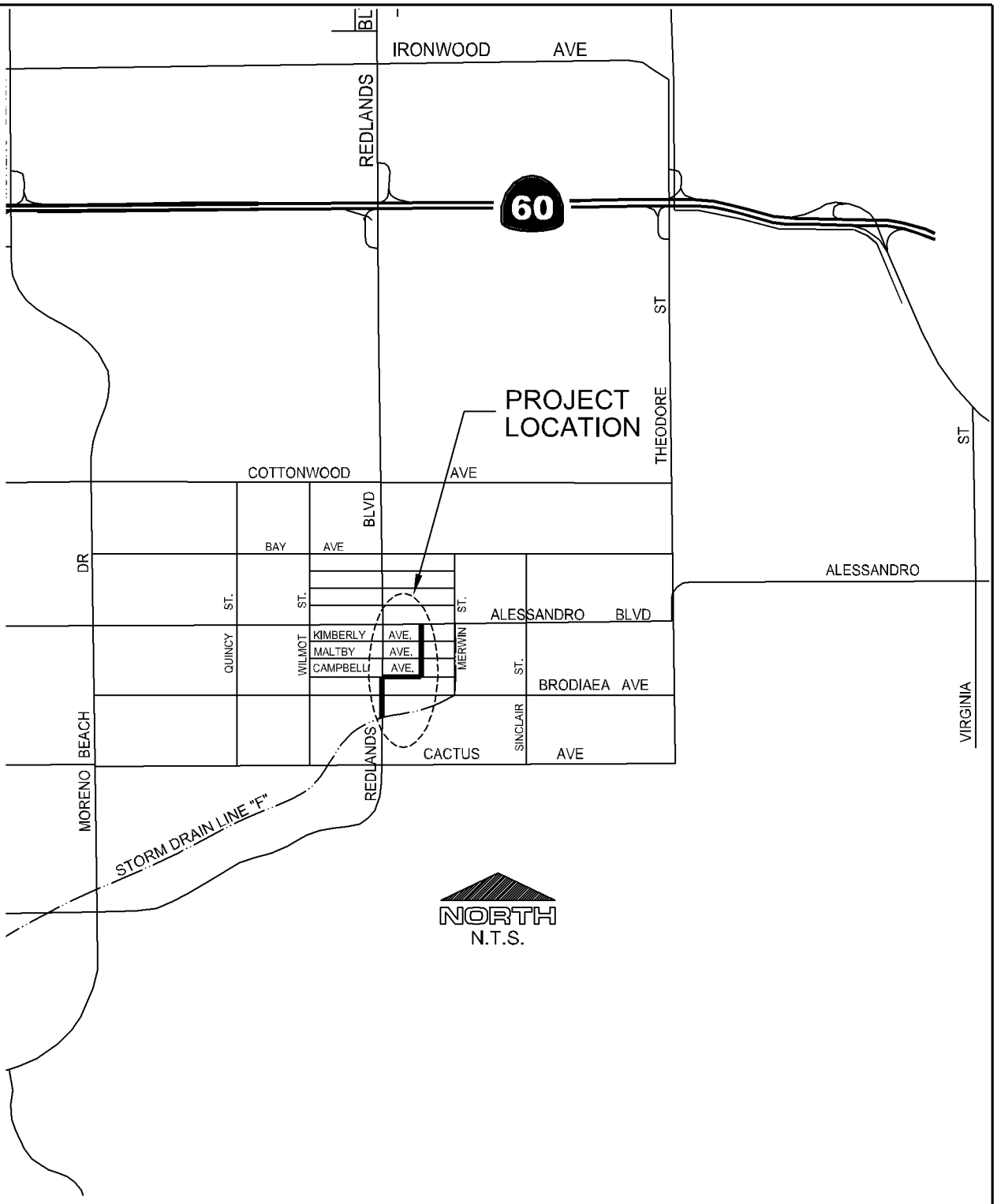

LOCATION MAP

Public Works Department
Capital Projects Division

ATTACHMENT "A"

STORM DRAIN BETWEEN ALESSANDRO BOULEVARD AND DRAINAGE FACILITY LINE "F"
FEMA PROJECT NO. HMGP 1731-47-49R

CIP PROJECT NO. 11-12566730

MV00197977

AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES PROJECT NO. 11-12566730

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and DMC Design Group, a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

DESCRIPTION OF PROJECT

1. The Project is described as professional consultant design services for:

Attachment "B"

AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES PROJECT NO. 11-12566730

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and DMC Design Group, a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

DESCRIPTION OF PROJECT

1. The Project is described as professional consultant design services for:

Storm Drain Improvements in Moreno Townsite Area between Alessandro Boulevard and Drainage Facility F

Project No. 11-12566730

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $ 247,786.00 in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on **May 31, 2013** unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the design/construction schedule as stated in the Notice to Proceed.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10 (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

12. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with all applicable federal, state, and local laws in the performance of work under this Agreement.

15. (a) To the maximum extent allowable by law, the Consultant agrees to indemnify, defend, and save the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the

negligence or willful misconduct of the City, RDA and CDS, their officers, agents or employees.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any

act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such General Liability Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

	General Liability
Bodily Injury	$1,000,000 per occurrence
Property Damage	$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment

operated on City premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, RDA and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) The City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees, and agents shall be named as additional insured on all policies of insurance except errors and omissions and worker's compensation.

(h) A Certificate of Insurance and appropriate additional insured endorsement evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(i) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District,

their officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Community Redevelopment Agency, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy."

(j) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(k) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to

ensure that applicants are legally employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his/her designated representative, immediately upon request in both hard copy and electronic format, all documents, drawings, models, presentation materials, renderings, calculations, specifications, permits and permit-related documents, surveys, materials tests, geotechnical reports, etc., if available, developed to date for the City's project and any other City-provided documents, which shall become the property of the City. The Consultant may retain for its files, at its expense, copies of any and all materials, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings at all times and during all phases of the project. The City reserves the right to ask for a hard copy and/or an electronic copy of the documents developed to date at any time during the period of this agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any, for professional services related to the City's project.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents

prepared or provided by the Consultant under this Agreement, if used by the City on other projects without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without cause on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination.

(b) Upon notice of termination, the Consultant shall deliver to the Public Works Director/City Engineer of the City or his/her designated representative, in both hard copy and electronic format, all documents, drawings, models, presentation materials, renderings, calculations, specifications, permits and permit-related documents, surveys, materials tests, geotechnical reports, etc., if available, developed to date for the City's project and any other City-provided documents, which shall become the property of the City. The Consultant may retain for its files, at its expense, copies of any and all materials, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of

all project-related documents and drawings, regardless of the completeness of said documents.

(c) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any, for professional services related to the City's project.

(d) The City agrees to hold the Consultant harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant. Consultant acknowledges that Consultant work product produced under this Agreement may be public record under State law.

(e) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters

regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

25. The City and the Consultant agree that, to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

27. Subject to the provisions of Section 19 (a) above, all plans, drawings, specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon demand by the City, be delivered to and become the property of the City for the limited use as set out above, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

SIGNATURE PAGE FOLLOWS

AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 11-12566730

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
City Manager

_____
Date

DMC Design Group

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

INTERNAL USE ONLY

ATTEST:

_____
City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer
(if contract exceeds $15,000)

_____
Date

Attachments: Exhibit "A" – City's Request for Proposal
Exhibit "B" – Consultant's Proposal
Exhibit "C" – City's Responsibility
Exhibit "D" – Terms of Payment

REQUEST FOR PROPOSAL
FOR PROFESSIONAL CONSULTANT SERVICES FOR
STORM DRAIN AND STREET IMPROVEMENTS IN
MORENO TOWNSITE AREA BETWEEN
ALESSANDRO BOULEVARD AND DRAINAGE FACILITY LINE F
PROJECT NO. 11-12566730

I. INVITATION

You are hereby invited to submit **one proposal** for Professional Consultant Design Services for storm drain improvements for Moreno Townsite area, southeast of Alessandro Boulevard and Redlands Boulevard, between Alessandra Boulevard and drainage facility Line F in the City of Moreno Valley.

Three (3) copies of your proposal (one of the copies will be unbound and paper clipped, with no tabs, holes, perforations, or cardboard inserts, suitable for copying with an automatic-feed copy machine) shall be submitted no later than **4:00 p.m., February 10, 2011**, addressed to City of Moreno Valley, Capital Projects Division, 14177 Frederick Street (hand delivery), P.O. Box 88005, Moreno Valley, California 92552-0805 (mail delivery), Attention: Quang Nguyen, Senior Engineer, P.E.

II. PROJECT DESCRIPTION

This project will construct a storm drain in the middle of an existing tract bounded by Alessandro Boulevard, Campbell Avenue, Redlands Boulevard, and Merwin Street. The proposed storm drain will run from Alessandro Boulevard to Campbell Avenue, then west along Campbell Avenue to Redlands Boulevard, then south along Redlands Boulevard and discharge to existing open channel Line F at southwest corner of Redlands Boulevard and Brodiea Avenue. The project also includes various related street improvements including landscape/ hardscape restorations, trench and pavement restorations, storm drain easement acquisitions, coordination with residents, utility companies, and various agencies to obtain environmental clearances and any required permits.

III. PROJECT BUDGET AND SCHEDULE

The City of Moreno Valley received federal Hazard Mitigation Grant Program (HMGP) funding and uses Measure "A" funds as local match for the design and construction of this project. Due the limited available federal funds, the actual grant award amount the City receives is less than the amount originally requested in the grant application. As a result, the project's scope of work will be kept at a minimal level, and the available budget to cover consultant design costs is limited to less than $180,000.

The City's tentative schedule:

Proposals Due	February 10, 2011
Proposals Reviews and Design Contract Award....	February – March 2011
Notice to Proceed for Design	April 2011
Complete Design.....	January 2012
Complete Construction.....	December 2012

Exhibit "A"

IV. SCOPE OF ENGINEERING SERVICES

A. General

The Professional Consultant Design services will be for hydrology and hydraulic analysis of proposed storm drain to determine adequacy to receive storm water from the Moreno Townsite area, including related laterals, inlets, and tie-in to existing open channel Line F at southwest quadrant of Redlands Boulevard and Brodiaea Avenue; landscape and hardscape restorations; trench restoration/street pavement restorations or resurfacing; environmental evaluation and technical studies associated with proposed storm drain and any effects on existing down stream open channel Line F; coordination with Riverside County Flood Control & Water Conservation District (RCFC & WCD); geotechnical, hazardous material, and flood plain analyses; required permits; right-of-way research and storm drain easements acquisitions; and design of the storm drain system. The design of storm drain shall conform to RCFC & WCD requirements and result in minimal effects on the downstream channels and basins.

In general, the professional consulting services to be furnished for this project will include but not be limited to: environmental documents; hydrology and hydraulic report for storm drain design; survey including the tie-out of existing survey monuments and property corners; geotechnical investigations and report; potholing of underground facilities; determination of storm drain easement needs; preparation of legal descriptions and plats and easement acquisitions documents; facilitating all meetings including the recording and distribution of all meeting minutes; coordination with utility companies for the relocation of their facilities which conflict with the proposed improvements; performing research as needed; preparation of Plans, Specifications, and Estimate (PS&E) to include storm drain plan, landscape and street restorations/improvements plan, traffic control plan, detour plan, striping and signing plan, storm water pollution prevention plan; preparation of detailed estimate of quantities and cost estimate; preparation of permit applications; review of the project site to ensure Plans are complete and accurate; attend the preconstruction meeting; answering all questions regarding the design and providing construction support; preparation of as-built drawings; and submitting GASB 34 documentation.

B. Environmental

The Consultant shall highlight environmental concerns, and complete the City's "Public Projects Environmental Information Form" (CEQA questionnaire) with comments and pictures before completing the 35% design. The City's Community Development Department, Planning Division will make the environmental determination.

If required, the Consultant shall perform environmental studies; prepare environmental technical reports and studies including Air Quality Technical Report, Noise Technical Report Biological Technical Study and Cultural Resources Technical Study; determine potential environmental constraints that could influence cost or schedule; prepare environmental applications for permits and assist the City of obtain environmental clearances.

C. Surveying

The Consultant shall perform all surveys necessary for the hydrology and hydraulic analysis and design of the project. The Consultant shall provide survey cross-sections at fifty feet

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(50') on center along the proposed storm drain alignment and laterals. Topography shall include all features and elevations within the project's limits or outside project's limits if necessary to obtain adequate information pertaining to existing drainage patterns, flow directions, and sump areas. The layout the proposed storm drain will be similar to that of storm drain layout as included in the HMGP grant application, which is available for review at the City. The Consultant may request an electronic copy of the HMGP grant application by contacting Capital Projects at (951) 413-3130. The Consultant shall also provide survey of the existing storm drain channel Line F to obtain elevations necessary for proposed improvements tie-in.

The survey topography shall be submitted on Compact Disk (CD) and a hard copy plot provided using AutoCAD Land Development or compatible software approved by the City. Survey points with coordinates, elevations, and description key shall be AutoCAD Land Development Standard Survey Descriptions only, no other survey description will be allowed.

D. Pothole

The Consultant shall pothole all underground utilities to determine the depth for clearance or conflicts for any underground improvements such as gas lines, telephone lines, electrical lines, sewer lines, water lines, storm drain lines, etc. In addition to potholing the sewer and water mainlines, the Consultant shall pothole water and sewer laterals that might be affected by the construction of the proposed storm drain. The potholing information shall be submitted to the City after completion of that task. If an area of possible conflict was not potholed, the Consultant shall pothole the area to verify no conflicts, at **no** cost to the City.

It will be the responsibility of the Consultant to notify Underground Service Alert and provide traffic control for the potholing work.

E. Geotechnical

The Consultant shall perform borings in the storm drain alignment and take sufficient material samples to determine existing subgrade characteristics and conditions necessary for storm drain shoring design and trench backfill recommendations. The Consultant shall prepare and submit a geotechnical report which shall include boring and test results and recommendations on trench bedding and backfill. If the moisture content of existing ground and subgrade is above optimum moisture content then the Consultant shall give recommendations on stabilizing the subgrade in preparation for trench backfill section or placement of the pavement structural section. If the report does not give sufficient information, it shall be returned and corrected at no expense to the City. It will be the responsibility of the Consultant to notify Underground Service Alert and provide traffic control as required for the geotechnical exploration work.

F. Storm Drain Easements

This project will require the acquisition permanent easements for the proposed storm drain as it runs through private properties. The project also requires acquisition of temporary construction easements. The Consultant shall take the lead, coordinate, manage, and be responsible for obtaining all necessary easements within the project timeline. It is the City's intent to expedite the acquisition of easement process and have it completed early in the

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design stage. The Consultant shall identify storm drain easement requirements and prepare legal descriptions, plats, and maps for submittal to the City for permanent easements. It is anticipated that approximately twelve (12) easements are to be obtained for this project. The Consultant shall prepare all documents required for temporary construction easements and have the documents executed by the affected property owners. This function must be completed at least thirty (30) days prior to finalizing Plans and Specifications for bidding purposes.

G. Meetings

The Consultant shall schedule and attend meetings as follows:

a. Kickoff meeting including subconsultants.
b. 35% design meeting
c. Coordination meetings with residents as required
d. Other meetings as necessary such as, but not limited to RCFC & WCD, other agencies, field reviews, utilities, and meetings with individuals.

The Consultant shall facilitate all meetings and prepare meeting agendas and minutes for all meetings. The minutes shall be distributed to all attendees, everyone who was invited, those who would be affected by non-attendance, and the City's project manager within five (5) working days after the meeting. The minutes shall include, but not be limited to, list of attendees with phone numbers and e-mail, synopsis of discussion items, any pertinent information, action items, and follow-up to the action items.

H. Schedule

The Consultant shall provide a project schedule in Microsoft Project, resulting in a grant chart format (in both digital and hard copy), and the schedule is to meet the above dates. The project schedule shall be updated regularly and submitted to the City Project Manger.

The project schedule shall be divided into tasks and subtasks in full detail including, but are not limited to, City function timeline and other outside sources such as agencies or utilities. Some of the tasks shall be, but are not limited to, planning, right-of-way, design, City Council meetings, utility relocation, advertising, and construction.

I. Research of Records Information

The Consultant shall perform all research of utility company, and other agency records as necessary to secure all the information, clearances, and/or plan review services required to identify, locate, and accurately lay out all underground improvements and easements, centerline, right-of-way, and private property lines.

The City will provide copies of available pertinent City records, such as survey ties, benchmarks, and street Plans that the City knowingly has in its possession.

J. Submittals

a. The Consultant shall submit four (4) sets of bond copies of the preliminary

design drawings with each submittal for checking by the City, along with the previous red lined check prints. The Consultant shall perform quality control on all submittals. The design drawings should be as complete, accurate, and error-free as possible before Plan checking is considered, in order to reduce the number of Plan checks required and related costs therefore to the City and Consultant. The Plans, Specifications, and Estimate must conform to the City of Moreno Valley's standards and practices.

b. The Consultant shall submit three (3) sets of reports, such as geotechnical, hydraulic, and quantity calculations with each submittal for checking by the City, along with the previously checked report.

c. The Consultant shall, at no additional cost to the City, correct errors, omissions, and unworkable and/or improper design/drafting on the original drawings, which are discovered subsequent to the completion of the Plan checking process.

d. The Consultant shall directly submit to **each utility company a preliminary set of Plans that provide the location, elevation of the utility, and the elevation of the improvement with the conflict area clouded to show the utility companies the areas that conflict.** The Consultant shall coordinate with the utilities for planning the relocation of their facilities if required. The City shall supply the Consultant with the required format for the utility notice in a Microsoft Word format.

e. The City shall be provided with a copy of all transmittals, submittals, and letters sent to utilities and agencies regarding the project.

f. Estimates: The estimated items of work with quantities shall be calculated and prepared for this project. The estimated items of work shall be arranged in chronological order of construction and shall contain all the information needed to prepare the Engineer's Estimate of Costs. The engineer's estimate shall be prepared and submitted on the City's estimate form. Computations showing estimated quantities and costs for each location of work, as well as the sum totals, shall be submitted to the City for review. Submission of computations does not relieve the Consultant's responsibility of submitting an accurate estimate of quantities. The Consultant will be required to periodically submit preliminary cost estimates.

K. Questions During Bidding And Pre-Construction Meeting

The Consultant shall answer questions regarding the Technical Provisions, the design drawings or conflicts in the design during the bidding process and pre-construction meeting. The Consultant shall assist the City, at no charge, in preparation of Addenda regarding omissions or conflicts in the design.

L. Construction

a. Questions During Construction: The Consultant shall be available to answer questions regarding the Technical Provisions, the design drawings or conflicts in the design during the construction, and assist the City in issuing Contract

Change Orders regarding omissions or conflicts in the design, at no charge to the City.

b. Preparation of As-Built Drawings: The Consultant shall incorporate all redline comments prepared by the Contractor and project inspector on the signed design Plans. The as-built drawings shall be provided to the City and approved prior to the release of the final progress payment. The Consultant shall attach hanging file tabs to the Mylar as-built drawings. A line item shall be included in the proposal for as-built drawings.

c. GASB 34 Documentation: The Consultant shall submit GASB 34 documentation in the City's format along with the as-built drawings. A line item shall be included in the proposal for GASB 34 documentation.

d. Owner of Original Drawings, Documents And Other Information: The City will be the owner of all original drawings, documents, and digital information. All digital and or computer generated drawings shall be the property of the City and a copy shall be submitted to the City on a CD-RW disk.

V. CONSULTANT'S PROPOSAL AND COMPENSATION

The Consultant's Proposal shall be no more than 20 pages, for each project, excluding a cover letter of up to two pages, dividers, and certificates. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration. The Consultant's Proposal shall include the following:

A. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.

B. A statement that this RFP and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.

C. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."

D. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this RFP.

E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could

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contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.

F. A resource allocation matrix *must* be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns. The resource allocation matrix and the project design schedule are required of both the primary consultant, as well as any sub-consultant. In addition, the applicable construction support services consultant must list the type and number or hours of geotechnical tests being proposed, as well as the type and number of hours of inspection or survey work within the Proposal. Failure to do so will result in the Consultant's Proposal being deemed incomplete and it will not receive further consideration. The construction support services Consultant is not required to provide a Project Schedule with milestones.

G. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.

A statement that the Consultant acknowledges and understands that the consultant will not be allowed to change the sub-consultant without written permission from the City.

H. A statement that all charges for Consultant (construction) services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.

I. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.

J. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.

K. A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP. **An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of your Proposal submittal**. All extra work will require prior approval from the City.

L. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

M. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state

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or local laws or regulations the strictest shall be adhered to.

N. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.

O. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.

P. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

Q. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

R. Complete Disclosure of Lobbying Activities (Form LLL – see attached)

S. Complete List of subconsultants.

VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES

A. The Consultant shall be required to comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

B. The Consultant is required to submit certified payrolls weekly. This applies to all applicable field personnel working on the project. In accordance with Section 1771.5 (b) (5) of the California Labor Code, the City will withhold payments when the payroll records are delinquent or inadequate.

VII. FEDERAL EMPLOYEE BENEFIT

No member of, or delegate to, the Congress of the United States, and no Resident Commissioner shall be admitted to any share or part of the Agreement to the said project or to any benefit to arise from the same.

The Consultant shall complete and include the "Certification for Contracts, Grants, Loans, and Cooperative Agreements" and "Disclosure of Lobbying Activities" forms with the Proposal.

VIII. PAYMENT TO CONSULTANT

A. This work is to be performed for a "Not-to-Exceed Fixed Fee."

B. The Consultant shall provide a "Payment Schedule" indicating the fee for individual tasks with a "Not-to-Exceed Fixed Fee" which shall be the sum of all tasks.

C. Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.

D. The City will pay the Consultant for work completed as identified in the Payment Schedule.

E. Progress payments shall be based on tasks performed as identified in the Payment Schedule. Monthly invoices will specifically identify job title, person-hours, and costs incurred by each task.

F. Sub-categorization of tasks is permitted to better define the task for payment.

G. Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the "Not-to-Exceed Fixed Fee."

H. All tasks including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage, and delivery shall have supporting documentation presented at the time payment is requested.

I. The City will pay the Consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."

J. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an "Amendment to the Agreement" will be executed between the City and Consultant.

K. Payment will be based on hourly rate for work completed associated with each applicable task as identified in the consultant's proposal.

IX. INSURANCE

A. The Consultant shall provide Errors and Omissions Professional Insurance. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

B. The Consultant shall have Public Liability and Property Damage Insurance in the amounts as follows:

GENERAL LIABILITY		
Bodily Injury	$1,000,000	per occurrence
Property Damage	$ 500,000	per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

C. The Consultant shall have Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment in the amount of not less than $1,000,000.

D. The Consultant shall have Workers' Compensation Insurance in the amounts as will fully comply with the laws of the State of California.

E. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers and employees and agents, under any third party liability policy."

F. Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

G. The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverage's nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the Agency, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amount established.

H. It is the consultant's responsibility to ensure that all subconsultants comply with the following: Each subconsultant that encroaches within the City's right-of-way **and** affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City's Land Development Division. Examples of such subconsultant work include soil sample borings, utility potholing, etc.

The "Application for Encroachment Permit" form (four pages), including "Application for Encroachment Permit Liability Insurance Requirements," is available in the Land Development Division and must be completed and submitted in full to the City Project Manager. It is the Consultant's responsibility to ensure that all subconsultants submit the appropriate encroachment permit and insurance documentation at the same time that the Consultant's insurance documentation is submitted.

X. INDEMNIFICATION

(a) To the maximum extent allowable by law, the Consultant agrees to indemnify, defend, and save the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, RDA, CSD and WRCOG, their officers, agents or employees.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's, CSD's, and WRCOG's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA, CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

XI. TERMINATION FOR CONVENIENCE OF THE CITY

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

XII. INDEPENDENT CONTRACTOR

The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent Contractor. The personnel performing said Surveying Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said work shall be responsible for all employee reports and obligations, including but not necessarily restricted to, social security, income tax withholding, unemployment compensation, and Workers' Compensation.

XIII. CONTRACT

The Contract includes the Agreement for Professional Consultant Services, City's Request for Proposal, Consultant's Proposal, and Exhibits. The Political Reform Act and the City's Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual

basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

XIV. GENERAL CONDITIONS

A. Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this Proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant.

B. The Consultant is responsible for notifying Underground Service Alert and providing proper traffic control, at no additional expense to the City.

C. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).

D. The City reserves the right to reject any or all Proposals submitted. Any Contract awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.

XV. SELECTION CRITERIA

The Consultant may be invited to a selection interview. The Proposals will be rated/ranked according to the following criteria:

A. The Firm's General Experience and Qualification Information (20 points) – Information about the company (and all sub-consultants) including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services.

B. Experience of Key Personnel (40 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with state and federal procedures, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies.

C. Project Approach/Understanding (40 points) – Discussion of major issues identified on the project and how the consultant team plans to address them; the management approach and organization necessary to complete the specific project; and outline quality control measures to ensure delivery of a quality product on time and within budget.

PREPARED FOR:

CITY OF MORENO VALLEY
CAPITAL PROJECTS DIVISION

MORENO VALLEY
WHERE DREAMS SOAR

PROPOSAL:

PROFESSIONAL DESIGN CONSULTANT SERVICES FOR STORM DRAIN IMPROVEMENTS IN MORENO TOWNSITE AREA BETWEEN ALESSANDRO BOULEVARD AND DRAINAGE FACILITY F

PROJECT NO. 11-12566730

FEBRUARY 17, 2011
(REVISED 3/25/2011)

"A total engineered solution"

DMC DESIGN GROUP

140 N. Maple Street, Suite 104
Corona, CA 92880

Phone 951-549-8100
Fax 951-549-8102

Web Site www.dmcdg.com

Exhibit "B"

DMC Design Group, Inc.
Maple Centre
140 N. Maple St., Suite 104
Corona, CA 92880

(951) 549-8100 Fax (951) 549-8102

February 17, 2011

Quang Nguyen, P.E.—Senior Engineer
City of Moreno Valley
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805

RE Proposal for Professional Design Consultant Services for Storm Drain Improvements in the Moreno Townsite Area between Alessandro Boulevard and Drainage Facility Line F (Project No. 11-12566730)

Dear Mr. Nguyen:

DMC Design Group, Inc. has assembled a highly skilled and experienced team of professional engineers, managers, surveyors, environmentalists, designers and technicians capable of providing cost-effective professional engineering, drainage design, surveying, environmental support, right-of-way document preparation and other "as-needed" support services required to design and prepare construction documents (plans, specifications and estimates) for the proposed storm drain improvements for the Moreno Townsite Area between Alessandro Boulevard and Drainage Facility Line F (Project No. 11-12566730). In addition to the skills and experience of our Project Team, our Project Team shares a desire to provide high-quality engineering design services for all of its clients, especially the City of Moreno Valley.

In the execution of our assignments, we embrace the following principals of value engineering:

- *Assign a Project Manager and technical support staff that possess superior qualifications directly relevant to the project;*
- *Maintain continuity of our Project Team throughout the life of a project;*
- *Develop strict project specific quality control measures and enforce those measures throughout the life of the project;*
- *Communicate effectively at all levels within our organization, with the City's Project Team and with outside reviewing/permitting agencies;*
- *Coordinate design disciplines, calculations and analysis;*
- *Conduct thorough site investigations to verify all field conditions;*
- *Implement a management approach that ensures the project is completed on schedule and within budget.*

By embracing these principals to assigned projects over the last five (5) years, DMC has completed the designs and prepared PS&E's for public improvement projects for agencies throughout southern California, totaling ***more than $100,000,000 in construction costs with less than 1% in contract change orders***.

David M. Cosper, P.E., Q.S.D. will be responsible for signing all contract documents between the City and DMC, and will be assigned the responsibilities of Project Manager for this project. He is currently the Principal Engineer for DMC, with ***over twenty-eight (28) years of experience*** in designing and preparing PS&E's for municipal improvements, including projects that involve Riverside County Flood Control and Water Conservation (RCFC) storm drain and flood control facilities, and roadway rehabilitation/restoration improvements for the City of Moreno Valley and other cities, counties and special districts throughout southern California. Mr. Cosper has an extensive background working closely with numerous public agencies on storm drain improvement projects, including the cities of Moreno Valley, Calimesa, Norco, Lake Forest and Palm Springs and the RCFC, with an impressive record of successfully identifying and attaining all project objectives quickly and cost-effectively. Mr. Cosper was the Project Manager responsible for following storm drain improvement projects currently being designed or recently completed:

- *Heacock Street Improvement Project – Moreno Valley, CA**
- *Alessandro Boulevard Street Improvement Project – Moreno Valley, CA**
- *Agua Caliente Cultural Museum Roadway/Storm Drain Improvement Project – Palm Springs, CA**
- *Phase 1 Line 21 Storm Drain Improvement Project – Palm Springs, CA**
- *Phase 2 Line 21 Storm Drain Improvement Project – Palm Springs, CA**
- *Visto Chino Road/Sunrise Avenue Intersection Widening Improvement Project – Palm Springs, CA**
- *Hamner Avenue Widening Improvement Project – Norco, CA**
- *Calimesa Boulevard Corridor Improvement Project – Calimesa, CA**
- *Phase II Los Serranos Neighborhood Infrastructure Improvement Project – Chino Hills, CA*
- *Lake Forest Drive Drainage Improvement Project – Lake Forest, CA*
- *Shellenberger Storm Drain Improvement Project – Brawley, CA*

* ***Project required coordination/approval of design/plans by RCFC.***

Other members of our Project Team include:

DMC Design Group, Inc. – Project Management, Mapping and Drainage Design
- Joshua D. Cosper, P.E., P.L.S., Q.S.D.—Project Engineer (12 years)
- Frank A. Artiga, P.E., P.L.S.—Survey Manager (16 years)
- Mike Kirk—Mapping/CADD Manager (22 years)
- Donna A. McConaughy—Utility Coordination (14 years)

Hilltop Geotechnical Services – Geotechnical Investigations
- Donald L. Curran, G.E., P.E.—Geotechnical Manager (38 years)

PMC World – Environmental Clearance
- Danielle Griffith—Environmental Team Leader (10 years)

Overland Pacific & Cutler, Inc. – Easement Acquisitions
- Joey Mendoza, SR/WA—Right-of-Way Manager (14 years)

DMC received Addendum 1 to the RFP on February 9, 2011 and have incorporated its requirements into the attached proposal. We look forward to working with the City of Moreno Valley on this project. Should you have any questions or concerns regarding DMC Design Group's qualifications, do not hesitate to contact us.

Sincerely,
DMC Design Group, Inc.

David M. Cosper, P.E., Q.S.D.
Principal Engineer

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City of Moreno Valley
Capital Projects Division

Proposal:

Professional Design Consultant Services for Storm Drain Improvements in the Moreno Townsite Area Between Alessandro Boulevard and Drainage Facility F
Project No. 11-12566730

February 17, 2011
(Revised 3/25/2011)

MORENO VALLEY
WHERE DREAMS SOAR

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DMC Design Group, Inc. – Project Management, Mapping, Drainage
- *David M. Cosper, P.E., Q.S.D.—Project Manager*
- *Joshua D. Cosper, P.E., P.L.S., Q.S.D.—Project Engineer*
- *Frank A. Artiga, P.E., P.L.S.—Survey Manager*
- *Mike Kirk—Mapping/CADD Manager*
- *Donna A. McConaughy—Utility Coordinator*

Hilltop Geotechnical, Inc. – Geotechnical Investigations
- *Donald L Curran, G.E., P.E.—Geotechnical Manager*

PMC World – Environmental Clearance
- *Danielle Griffith—Environmental Team Leader*

Overland Pacific & Cutler, Inc. – Easement Acquisitions
- *Joey Mendoza, SR/WA—Right-of-Way Manager*

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INTRODUCTION

Incorporated in 1999, DMC has since developed a reputation for developing quality concept themes and completing design work on time and within budget for a wide variety of municipal improvement projects involving storm drains, roadway/intersection rehabilitation and widening, parks, parkways and landscape medians, water/sewer main and lateral extensions, and site development improvements for public agencies throughout southern California, including the cities of Moreno Valley, Calimesa, El Centro, Brawley, La Quinta, Palm Desert, Palm Springs, Norco, Temecula and Barstow, the Niguel Shores Community Association, John Wayne Airport, the Fire Access Maintenance District No. 1 of Indian Wells, the Los Angeles Unified School District, the Desert Sands Unified School District, Riverside County Flood Control and Water Conservation District, the San Bernardino Flood Control District, the Los Angeles Flood Control District and the Counties of Riverside, Los Angeles, San Bernardino and Orange. Many of these successful projects were completed under challenging and adverse conditions, requiring a complete understanding of the local agency's design standards, criteria and approval processes. Our expert knowledge of these policies and guidelines proved to be invaluable to producing project requirements on time and within budget. Headquartered in Corona, California, DMC is conveniently located within twenty (20) miles of the City of Moreno Valley, California. From our office location, DMC can effectively provide our design services to the City of Moreno Valley, as we have in the past for Moreno Valley and many other public agencies and special districts throughout southern California.

Mission Statement

As professional civil engineers, surveyors, designers, technicians and managers at DMC, our mission is simple—we want to provide a cost-effective solution that fully meets the City's project objectives on time, within budget and within acceptable and safe design parameters. Simply put, our mission is to provide "***a total engineered solution.***" DMC is especially proud of its significant achievements and strives to maintain this level of quality engineering and design services on all of our projects, regardless of its size or client. DMC's source of pride is based upon the following:

- DMC has extensive experience providing direct support to the staff of our clients in the development of project concept themes, feasibility studies, surveys, base mapping, utility coordination and the designs of complex improvement projects involving constrained schedules, multi-disciplined teams, reviewing boards, commissions, site developers and the general public;
- A core project team of highly skilled and experienced professionals qualified to address all design aspects for storm drain improvements, including coordination with City staff, affected utilities, and adjacent property owners, development of alignment concepts based upon input for project stakeholders, completion of a thorough topographic survey of all culture within the limits of the project, the development of accurate utility and right-of-way base maps, preparation of accurate quantity and cost estimates, the development of thorough technical specifications, and the design and preparation of PS&E's for storm drain improvements;
- A track record of providing quality engineering services and products through a comprehensive and thorough value engineered approach, as can be demonstrated by our list of satisfied clients.

DMC's comprehensive project management system is flexible and can readily be tailored to suit the requirements of this project and the needs of the City. On many assignments, "fast-tracking" has been used to achieve an early start on construction—with resultant savings—while maintaining a high standard of quality and integrity of design.

Capabilities

DMC is capable of providing most professional services in-house due to the multi-disciplinary resources of our staff. We offer complete design survey and PS&E preparation services for:

- Drainage/Flood Control
- Roadway Widening Improvements
- Traffic Signal Installations/Modifications
- Sidewalk/Trail Improvements
- Parks, Parkways and Landscaped Medians
- Wet Utilities (Water/Sewer)
- Site Grading and Paving
- Parking Lots
- Project Specific WQMP's/SWPPP's
- Right-of-Way Mapping
- Utility Notification/Coordination
- Street Lighting

- Striping and Signing
- Traffic Control/Staging
- Structural Retaining Walls
- Utility Overhead to Underground Conversions
- Overhead Utility Distribution Systems
- Underground Utility Installations

PROJECT TEAM

DMC Design Group, Inc. has assembled a core team of individuals and subconsultants with specialized skills and experience necessary to address the professional consultant services required for proposed storm drain improvements in the Moreno Townsite Area, from Alessandro Boulevard to Drainage Facility F in the City of Moreno Valley. Brief biographical sketches follow for the senior staff members to be assigned to this project. Complete resumes for each of the senior staff members can be found in the Appendix.

David M. Cosper, P.E., Q.S.D.—Project Manager

Mr. Cosper will act as the Project Manager for this project. Mr. Cosper has over twenty-eight (28) years of civil engineering experience, twelve (12) years as a Public Works Director/City Engineer for a number of California cities in southern and northern California. He is currently or has been the responsible Project Manager for the following recently completed storm drain improvement projects:

- *Heacock Street Improvement Project (Moreno Valley, CA)*
- *Alessandro Boulevard Street Improvement Project (Moreno Valley, CA)*
- *Agua Caliente Cultural Museum Roadway/Storm Drain Improvement Project (Palm Springs, CA)*
- *Phase 1 Line 21 Storm Drain Improvement Project (Palm Springs, CA)*
- *Phase 2 Line 21 Storm Drain Improvement Project (Palm Springs, CA)*
- *Vista Chino Road/Sunrise Avenue Intersection Improvement Project (Palm Springs, CA)*
- *Hamner Avenue Widening Improvement Project (Norco, CA)*
- *Calimesa Boulevard Corridor Improvement Project (Calimesa, CA)*
- *Lake Forest Drive Drainage Improvement Project (Lake Forest, CA)*
- *Phase II Los Serranos Neighborhood Infrastructure Improvement Project (Chino Hills, CA)*
- *Schellenberger Road Storm Drain Improvement Project (Brawley, CA)*

The unique combination of Mr. Cosper's extensive civil engineering design background, his ability to communicate effectively and clearly with clients and agencies, and his hands-on approach to project development has proven to be extremely effective in successfully completing projects on time and within budget. In this role, he will be responsible for:

- Acting as the City's main point of contact throughout the duration of the project design and construction;
- Working closely with the City Public Works Department Capitol Projects Division staff;
- Directing the day to day activities and progress of the Consultant Team;
- Coordinating review and approvals of concepts and PS&E's through oversight agencies;
- Attending all meetings required to coordinate the environmental clearance and design activities between City staff, Riverside County Flood Control and Water Conservation District, affected utility companies and oversight agencies, and, when necessary, make presentations to various commissions, boards and the general public;
- Providing day-to-day direction in the preparation and processing of environmental documentation and in the design of proposed storm drain improvements, including interpretation of plans and specifications, and coordination with affected utilities, agencies, bidders and contractors throughout the construction of this project.

Ultimately, Mr. Cosper will be responsible for the satisfaction of the City of Moreno Valley and the coordination of all activities of all members of the Project Team, while insuring project quality, schedule and budget compliance.

Joshua D. Cosper, P.E., P.L.S., Q.S.D.—Project Engineer

Mr. Cosper has over twelve (12) years of progressively responsible experience as a Project Engineer, Design Manager, Survey Manager, CADD Manager, Project Lead Designer, CADD operator, field technician and construction inspector for a variety of public works improvement projects involving storm drain facilities and roadway rehabilitation/restoration improvements for cities, counties, school districts and special districts throughout southern California, including the cities of Moreno Valley, Norco, Pomona, Lake Forest, Calimesa, Palm Springs, Brawley, Santa Clarita, Orange and Barstow, the counties of Los Angeles and Orange, the RCFC, the Los Angeles County Flood Control District and the San Bernardino County Flood Control District. Mr. Cosper and his team of CADD designers/draftsmen will be responsible for developing accurate right-of-way documents, base sheets and construction plans for this project, including the coordination of record and field survey data and the development of accurate right-of-way and construction plan sheets for design and construction. Mr. Cosper will identify CADD standards required for this project and will enforce those standards throughout the project's duration.

Frank A. Artiga, P.E., P.L.S.—Survey Manager

Mr. Artiga will be responsible for providing all topographic and boundary surveying and right-of-way mapping needs for this project as the Survey Manager. Mr. Artiga has over sixteen (16) years of experience in all facets of topographic and boundary surveying, base mapping and right-of-way documentation for projects involving rough/precise grading, street improvements and water/sewer/storm drain improvements for public works projects throughout most of southern California.

Mike Kirk—Mapping/CADD Manager

Mr. Kirk has twenty-two (22) years of increasingly responsible computer automated drafting experience, including the development and implementation of overall drafting standards for DMC. He received a teaching credential from California State University, Long Beach in CADD and has used this skill to teach DMC's stable of young CADD operators the correct way to prepare comprehensive plans for municipal improvement projects. Mr. Kirk has been DMC's Mapping/CADD Manager for nearly two (2) years, applying his skills and experience to many projects involving storm drain improvement projects.

Donna A. McConaughy—Utility Coordinator

With over fourteen (14) years of experience as a utility coordinator and technical specification writer for public improvement projects, Ms. McConaughy will be responsible for the utility coordination of this project. As the Utility Coordinator, Ms. McConaughy will work with the Project Engineer to identify all utilities affected by the proposed project improvements and, by utilizing her extensive database of utility contacts, make initial contact with and obtain plans from each of the affected utilities. Ms. McConaughy will ensure all affected utility data are accurately plotted on project plans and will coordinate the utility pothole effort to confirm potential conflicts.

SUBCONSULTANTS

DMC utilizes a team of experienced and highly skilled subconsultants to support its design effort in very specialized areas that require specific expertise and knowledge. DMC's management approach and quality requirements apply equally to its subconsultants. This approach strengthens the bind between our firm and its subconsultants, and creates a seamless approach to providing a diverse and well prepared Project Team for this project.

Hilltop Geotechnical, Inc. (HGI) – Geotechnical Investigations

HGI was established in 1992 and is conveniently located in the City of San Bernardino, San Bernardino County. HGI is a full service geotechnical engineering firm providing on-call consulting and investigative, laboratory and field observation services for public agencies and local developers throughout southern California. HGI is known for providing sound geologic and geotechnical recommendations in a variety of geologic environments.

Donald L. Curran, G.E., P.E. will be the Project Manager responsible for providing necessary geotechnical investigation services required for this project. He is a licensed Geotechnical Engineer, with over thirty-seven (37) years of geotechnical engineering, construction materials quality control,

construction testing, and project management experience for public agency and developer-sponsored projects. His experience covers a varied range of improvement projects, including highways, parking lots, bridge structures, airport runways, high-rise buildings, commercial, industrial and large residential developments.

PMC World (PMC) – Environmental Clearance

PMC was established in 1995 with a mission to provide planning, environmental and municipal services to public agencies, special districts and public-oriented organizations. Since 1995, it has provided service to more than two hundred and fifty (250) cities, counties, and special districts throughout California. Headquartered in San Diego, CA, PMC has grown steadily to a firm consisting of over one hundred and eighty (180) employees working out of nine (9) offices in California and the Pacific-Northwest. Environmental planning, project management and lead agency compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) are some of the primary municipal services provided by PMC.

Danielle Griffith will be the Team Manager responsible for providing necessary environmental clearance and planning services required for this project. Ms. Griffith has over ten (10) years of progressively responsible experience in land planning, environmental planning and analysis. She has experience in developing long and short term plans for land use, growth and revitalization of urban, suburban, and rural communities, and has written and reviewed a variety of environmental planning documents, including numerous technical reports for public improvement projects throughout much of southern California, including the counties of Riverside, Imperial, Sonoma, and San Diego, the cities of Hemet, Moreno Valley, Laguna Beach, Wildomar, Menifee, Placentia, and the Port of San Diego. Ms. Griffith has worked for both public agencies and private companies.

Overland Pacific & Cutler, Inc.

Overland Pacific & Cutler's (OPC's) reputation for success is the result of more than twenty (20) years of proven, professional real estate consulting, founded on a comprehensive, client-focused team approach. The firm's diverse, multilingual staff consists of full-time salaried employees who have undertaken nearly every type of real estate based consulting project. OPC's solid employee base gives the firm the ability to offer unrivaled client service and expertise, resulting in projects that are executed with expediency and accuracy. OPC values its professional team and empowers them with the training and support they need to deliver superior results. OPC has the experience, desire, and capability to provide clients with the most complete and professional right-of-way consulting services available. The firm's extensive land acquisition experience provides its clients a wealth of knowledge gained from assisting some of the largest public agencies, pipeline companies, and telecommunications companies in the country. OPC has the expertise to creatively provide solutions to landowner and municipality concerns and obtain the requisite property rights and permits. OPC prides itself on working closely with its clients and being responsive to their needs. By identifying each project's unique and particular needs and objectives, OPC provides its clients with professionally completed projects while reducing project time frames, staffing requirements and ultimately, costs.

Joey Mendoza, SR/WA – Right-of-Way Manager

Working in the right-of-way profession since 1987, Mr. Mendoza has served as project manager and principal negotiator on hundreds of projects including redevelopment, school construction, water facilities, road improvement, public and private utilities, telecommunications, private developments, cost estimates, permitting and land dispositions. His ability to meet project challenges is the result of his extensive resources and knowledge of federal, state and local acquisition, relocation, environmental and redevelopment law and the condemnation process. His areas of expertise include overall project management, budgeting, and project cost estimates, part- and full-take acquisitions, commercial, residential and industrial relocation assistance projects, eminent domain support, and appraisal review.

Professional Design Consultant Services
Storm Drain Improvements In Moreno Valley Townsite Area
Between Alessandro Boulevard and Drainage Facility F
Project No. 11-12566730

City of Moreno Valley
Public Works Department
Capital Project Division

Project Management

David M. Cosper, P.E., Q.S.D.
Project Manager
DMC Design Group, Inc.

Utility Coordination/Administration

Donna A. McConaughy
Utility/Administration Manager
DMC Design Group, Inc.

Joanna Cosper – Technician

Environmental Clearance Support

Danielle Griffith
Environmental Team Leader
PMC World, Inc.

Easement Acquisitions

Joey Mendoza, SR/WA
Right-of-Way Manager
Overland, Pacific and Cutler

Storm Drain Designs

Joshua Cosper, P.E., P.L.S., Q.S.D.
Project Engineer
DMC Design Group, Inc.

Topographic Survey/Mapping

Frank A. Artiga, P.E., P. L.S.
Survey Manager
DMC Design Group, Inc.

Geotechnical Investigations

Donald L. Curran, G.E., P.E.
Geotechnical Manager
Hilltop Geotechnical Services

Design
Dennis Jackson, P.E. – Drainage Engineer
J.T. Stanton, P.E. – Roadway Engineer
Iraj Nasrolahi, P.E. – Electrical Engineer
Doug Seymour – Design Manager
Brian Henwood – Lead Designer

Document Preparation
Mike Kirk – CADD Manager
Emmy Maruta – Designer
Jeffrey Cosper – CADD Designer
Brandon Anderson – CADD Operator
Kevin Schanz – Technician

Organizational Chart
DMC Design Group, Inc.

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EXPERIENCE/REFERENCES

We encourage contacting the clients from the following list of projects recently completed by DMC that are similar to the proposed storm drain improvements in the Moreno Townsite Area:

1. Heacock Street Improvement Project (Moreno Valley, CA)

Contact:
Prem Kumar
Deputy Public Works Director
Moreno Valley Public Works Department
14177 Frederick Street
Moreno Valley, CA 92552-0805
(951) 413-3130

Responsible for the design and preparation of ultimate and phased roadway widening improvements (two (2) lanes to six (6) lanes) to a 2.75 mile segment of Heacock Street, from Cactus Avenue to San Michele Road. The proposed widening improvements necessitated 1,500 feet of 24" to 36" diameter RCP storm drain, five (5) new catch basins and supporting laterals, and modifications to three (3) existing catch basins and laterals. This project also required close coordination with Riverside County Flood Control and Water Conservation District and the Army Corps of Engineers in the development of final improvements proposed for the Heacock Street Drainage Channel immediately adjacent to the westerly side of Heacock Street.

2. Alessandro Boulevard Street Improvement Project (Moreno Valley, CA)

Contact:
Prem Kumar
Deputy Public Works Director
Moreno Valley Public Works Department
14177 Frederick Street
Moreno Valley, CA 92552-0805
(951) 413-3130

Responsible for the design and preparation of preliminary PS&E's for 2,300 feet of 24" to 42" diameter RCP storm drain improvements to a portion of Alessandro Boulevard, from Day Street to Old 215 Frontage Road in the City of Moreno Valley. This project required the preparation of a comprehensive drainage study and coordination with the Riverside County Flood Control District to convey the storm waters to existing RCFC master planned facilities north of Alessandro Boulevard. The proposed improvements were designed such that the improvements could be built in phases to match funding as it becomes available. DMC work closely with the City's Street Maintenance Division to develop an east to maintain and effective low flow devise at the temporary terminus of the storm drain.

3. Agua Caliente Cultural Museum Roadway and Storm Drain Improvement Project (Palm Springs, CA)

Contact:
Marcus Fuller, P.E., P.L.S.
Assistant City Engineer/Public Works Director
Palm Springs Public Works Department
3200 E. Tahquitz Canyon
Palm Springs, CA 92262
(760) 323-8253 Ext. 8744

Responsible for CEQA/NEPA environmental clearance, design and the preparation of PS&E's for arterial roadway widening/rehabilitation and storm drain improvements to a 1,350-foot segment of Hermosa Drive, from Tahquitz Canyon Way to the Baristo Channel, a Riverside County Flood Control (RCFC) maintained facility, in the City of Palm Springs. The storm drain improvements involved the extension of RCFC's Palm Springs Line 9 of the Master Plan Drainage for Palm Springs and connection to the Baristo Channel. Because of the federal funding involved with the project, DMC was responsible for obtaining a CEQA/NEPA environmental clearance on the project. This project also required the preparation of a comprehensive drainage study and coordination with the Riverside County Flood Control District to convey the storm waters to existing RCFC master planned facilities (Baristo Channel).

4. Line 21/Line 22 Storm Drain Improvement Project – Phases 1 and 2 (Palm Springs, CA)

Contact:
Marcus Fuller, P.E., P.L.S.
Assistant City Engineer/Public Works Director
Palm Springs Public Works Department
3200 E. Tahquitz Canyon
Palm Springs, CA 92262
(760) 323-8253 Ext. 8744

Responsible for the design and preparation of PS&E's, including hydraulic studies and concept development, preparation of right-of-way documents, utility potholing, and extensive coordination with affected utilities and Riverside County Flood Control and Water Conservation District for design approval of the following storm drain improvements to Master Plan Drainage Facilities for Palm Springs:

Line 21 (Phase 1) – 800 feet of 30" to 48" diameter RCP
Line 21 (Phase 2) – 2,600 feet of 60" to 72" diameter RCP
Line 22 (Phase 1) – 2,200 feet of 24" to 66" diameter RCP
Line 22 (Phase 2) – 2,200 feet of 66" to 84" diameter RCP

5. Vista Chino Road and Sunrise Avenue Intersection Widening Improvement Project (Palm Springs, CA)

Contact:
Marcus Fuller, P.E., P.L.S.
Assistant City Engineer/Public Works Director
Palm Springs Public Works Department
3200 E. Tahquitz Canyon
Palm Springs, CA 92262
(760) 323-8253 Ext. 8744

Responsible for the design and preparation of PS&E's, including the preparation of two (2) Caltrans design exception documents required for roadway widening improvements to a 750-foot portion of Vista Chino Road (State Route 111) and a 500-foot segment of Sunrise Way, traffic signal modifications necessary to accommodate the addition of one (1) thru lane and storm drain improvements to the east bound lanes of Vista Chino Road. The storm drain improvements required Riverside County Flood Control and Water Conservation District approval.

6. Hamner Avenue Widening Improvement Project (Norco, CA)

Contact:
Dominic Milano, P.E.
City Engineer
Public Works Department – Design
2870 Clark Avenue
Norco, CA 92860-0428
(951) 270-5622

DMC designed and prepared PS&E's for the construction of ultimate urban arterial roadway and storm drain improvements to a 3,600-foot segment of Hamner Avenue immediately adjacent to the proposed development. DMC was required to prepare a comprehensive drainage report required for the extension of an existing 72" diameter RCP storm drain, the construction of a retention basin and approximately 1,000 lf of localized drainage system improvements, ranging in size from 18" diameter RCP laterals to 36" diameter storm drains.

7. Calimesa Boulevard Corridor Improvement Project (Calimesa, CA)

Contact:
Gus Romo
Community Services Director
City of Calimesa
Community Services Department
908 Park Avenue
Calimesa, CA 92320
(909) 795-9801 Ext. 229

DMC designed and prepared PS&E's for landscaped median, roadway, traffic calming and storm drain improvements to 7,500 foot segment of Calimesa Boulevard. DMC responsible for the preparation of a comprehensive drainage study, design and preparation of storm drain improvements, including 2,100 lf of 18" to 60" diameter RCP drain pipe, twelve (12) junction/manhole structures and thirty (30) catch basins/inlet structures.

8. Phase II Los Serranos Neighborhood Infrastructure Improvement Project (Chino Hills, CA)

Contact:
Anne Dutrey
Engineering Support Services Manager
Public Works Department
1400 City Center Drive
Chino, CA 91709
(909) 364-2760

Responsible for the preparation of alternative alignment studies, hydrology/hydraulic studies, design and preparation of PS&E's for roadway widening and storm drain improvements for 14,500 feet of neighborhood roads, including pavement rehabilitation, curbs, gutters, sidewalks, access ramps, street lights and storm drains in the Los Serranos neighborhood of Chino Hills. The storm drain improvements included 5,000 lf of 18" to 42" diameter RCP drain pipe, forty-three (43) junction/manhole structures, twenty-five (25) catch basins/inlet structures, 270 lf of 24" x 60" concrete box culvert and 330 lf of graded open channel.

9. Lake Forest Drive Drainage Improvement Project (Lake Forest, CA)

Contact:
Robert Woodings, P.E.
City Engineer
Public Works Department
25550 Commercentre Drive, Suite 100
Lake Forest, CA 92630
(949) 461-3480

Completed a thorough topographic survey of the intersection and a 1,000-foot segment of Lake Forest Drive east of Overlake Drive and identified proper locations for new and replacement median/curb drainage inlets. DMC completed a comprehensive drainage report used to size inlet and lateral facilities. Upon approval of DMC's recommendation to install and/or replace existing inlets, DMC was authorized to design and prepare final PS&E's of the proposed improvements.

10. Shellenberger Storm Drain Improvement Project (Brawley, CA)

Contact:
Yazmin Arellano, Public Works Director
Brawley Public Works Department
180 S. Western Avenue
Brawley, CA 92227
(760) 344-5800

Responsible for the design and preparation of PS&E's for approximately 1.5 miles of 36" to 48" diameter RCP storm drain improvements in the City of Brawley. Project required close coordination with the Public Works and Community Services Divisions of the City of Brawley. This project also required close coordination with Imperial County, the State of California (CDBG Funding Oversight) and the Imperial Irrigation District.

Experience Summary Matrix

Recently Completed Projects	Environmental Clearance	Drainage Studies	Geotechnical Studies	Right-of-Way Documents	[illegible]	[illegible]	Storm Drain Design/PS&E	Roadway Design/PS&E	Landscape Design/PS&E
Heacock Street Improvement Project *Moreno Valley, CA (2008)* - Project Manager – David M. Cosper, P.E., Q.S.D. - Project Engineer – Joshua D. Cosper, P.E., P.L.S., Q.S.D.	X	X	X	X	X	X	X	X	
Alessandro Boulevard Street Improvement Project *Moreno Valley, CA (2008)* - Project Manager – David M. Cosper, P.E., Q.S.D. - Project Engineer – Joshua D. Cosper, P.E., P.L.S., Q.S.D.	X	X	X			X	X	X	X
Agua Caliente Cultural Museum Roadway/Storm Drain Project *Palm Springs, CA (2011)* - Project Manager – David M. Cosper, P.E., Q.S.D. - Project Engineer – Joshua D. Cosper, P.E., P.L.S., Q.S.D.	X	X		X	X	X	X	X	
Line 21/Line 22 Storm Drain Improvement Project (Ph. 1 & 2) *Palm Springs, CA (2006)* - Project Manager – David M. Cosper, P.E., Q.S.D. - Project Engineer – Joshua D. Cosper, P.E., P.L.S., Q.S.D.		X	X	X	X	X	X	X	X
Vista Chino Road/Sunrise Avenue Improvement Project *Palm Springs, CA (2007)* - Project Manager – David M. Cosper, P.E., Q.S.D. - Project Engineer – Joshua D. Cosper, P.E., P.L.S., Q.S.D.		X	X	X	X	X	X	X	X
Hamner Avenue Widening Improvement Project *Norco, CA (2011)* - Project Manager – David M. Cosper, P.E., Q.S.D. - Project Engineer – Joshua D. Cosper, P.E., P.L.S., Q.S.D.		X	X	X	X	X	X	X	
Calimesa Boulevard Corridor Improvement Project *Calimesa, CA (2010)* - Project Manager – David M. Cosper, P.E., Q.S.D. - Project Engineer – Joshua D. Cosper, P.E., P.L.S., Q.S.D.		X	X			X	X	X	X
Ph. II Los Serranos Neighborhood Infrastructure Imp. Project *Chino Hills, CA (2010)* - Project Manager – David M. Cosper, P.E., Q.S.D. - Project Engineer – Joshua D. Cosper, P.E., P.L.S., Q.S.D.		X			X		X	X	
Lake Forest Drive Drainage Improvement Project *Lake Forest, CA (2009)* - Project Manager – David M. Cosper, P.E., Q.S.D. - Project Engineer – Joshua D. Cosper, P.E., P.L.S., Q.S.D.		X			X		X	X	
Shellenberger Storm Drain Improvement Project *Brawley, CA (2004)* - Project Manager – David M. Cosper, P.E., Q.S.D. - Designer – Joshua D. Cosper, P.E., P.L.S., Q.S.D.		X			X		X		

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UNDERSTANDING

Our Project Team has thoroughly reviewed the City of Moreno Valley's ***Request for Proposal for Professional Design Consultant Services For Storm Drain Improvements In Moreno Townsite Area Between Alessandro Boulevard and Drainage Facility Line F, Project No. 11-12566730.*** Members of our Project Team conducted numerous site visits of the project site between January 31, 2011 and February 16, 2011. Questions regarding existing improvements and project requirements were discussed with the engineering staffs for the City of Moreno Valley Public Works Department and the Riverside County Flood Control and Water Conservation District. To thoroughly understand the project intent and objectives, DMC obtained a data disk from the City of Moreno Valley with HMGP Grant Application data of the project and distributed this information to members of our Project Team. Specifically, DMC studied the following documents on the disk:

- Project Location Map
- Aerial Photo/Existing Conditions
- 2-Foot Contour Map
- Riverside County Assessor Maps
- 2/12/92 Storm Reports Moreno Valley Area
- Preliminary Engineering Construction Plans
- As-Built Plans of Existing Culvert in Redlands Blvd
- Hydrology Study and Hydrology Map
- Detailed Work Schedule
- Cost Breakdown and Explanations

Based upon this review, it is our understanding the City of Moreno Valley received federal Hazard Mitigation Grant Program (HMGP) funding for proposed storm drain improvements within a single family residential development, southward to an existing open channel (Drainage Facility Line "F") located immediately adjacent to the residential development. The proposed storm drain improvements will replace existing undersized surface drainage facilities and will include the following improvements:

- 2,300 feet of RCB
- 3,500 feet of 24" diameter RCP;
- 15 catch basins and 1 grated inlet structure;
- 9 Junction/Manhole Structures;
- Miscellaneous Landscape/Hardscape/Street Restoration Improvements.

The design of the proposed storm drain improvements will address the following impacts:

Hydraulic/Hydrology – Although a drainage study has already been prepared for this project, it is necessary to confirm the original parameters of the study and update the drainage study to reflect current conditions. Specifically, DMC intends to confirm the amount of flows entering the project area from the drainage basin north of Alessandro Boulevard. The current study shows these flows concentrated on Alessandro Boulevard midway between Redlands Boulevard and Merwin Street; however, based upon discussions with City staff and a review of contour maps for this area, the flow is actually split, with part of its flow directed eastward to Merwin Street and the remaining amount to Redlands Boulevard, where the flows are carried across Alessandro Boulevard and enter the development further south than Alessandro Boulevard. If this is actually the case, the flows entering the proposed storm drain on Alessandro Boulevard are much smaller, reducing the size of the reinforced box culvert proposed between Alessandro Boulevard and Kimberly Avenue. This is important to consider because of the reduction in project construction costs and impacts imposed on adjacent homes by the proposed storm drain improvements at this location. The intent of the drainage study is to:

- Reduce project construction costs by reducing the proposed RCB/RCP sizes and/or quantities;
- Reduce project impacts to adjacent residents.

Other issues to be addressed in our drainage study include cost impacts resulting from alternative storm drain alignments (horizontal and vertical), location, size and type of inlet structures, and the development of a continuous hydraulic grade line for use in designing other drainage features and required street improvements.

Storm Drain Concept Alignment Development – Completion of the drainage study is an iterative task involving the development of storm drain alignment concept plans (35% complete plans). As changes are made to the concept plans based upon outside influences, such as conflicts with existing utilities and directional alignment modifications, the drainage study will have to be modified to produce new results and the plans readjusted to match the resulting outcome of the drainage study on the new modified alignment.

Storm Drain Easements – The proposed alignment of storm drain improvements will traverse across twelve (12) privately owned parcels of land. To construct storm drain improvements within these areas will require storm drain easements from underlying property owners. It is estimated that twelve (12) easements will be required. Our approach includes providing full easement acquisition services, including the preparation of appraisal reports (optional), if necessary, preparation of easement documents, including legal descriptions and plat maps, and face to face discussions with property owners to identify potential impacts of the proposed improvements, as necessary, to secure the necessary easements for this project.

Utility Conflicts – In addition to existing water mains, gas distribution/transmission mains, underground electric, telephone and cable TV, and existing storm drain improvements that traverse the proposed alignment of the storm drain improvements, an existing 30" diameter high pressure gas main crosses Redlands Boulevard just south of Brodiaea Avenue. Because of the danger a high pressure gas main poses during construction activities, DMC will pay special attention to this crossing, including as-needed face-to-face coordination with the Gas Company Transmission Division required to accurately locate (horizontally and vertically) the gas main. DMC has, on numerous occasions, worked directly with The Gas Company Transmission Division, as well as other utility agencies, to accurately locate high pressure gas transmission mains for the purpose of accurately designing the proposed storm drain improvements to avoid conflicts with the main.

Landscape/Hardscape/Street Restorations – Much of the proposed F-1 storm drain improvements will be constructed through developed residential lots, where landscape and hardscape improvements, including fences, walls, gates, turf, ground covers, PCC patios, etc. have been constructed and will have to be removed prior to the start of construction. Where the storm drain improvements enter streets, the limits of damage caused by the construction of the storm drain improvements must be identified and restoration improvements incorporated into the final plans. These improvements must be located, mapped and designs prepared to restore or replace the proposed restoration improvements. Numerous field meetings are included in our proposal to meet affected property owners to not only keep them abreast of the proposed improvements, but to address their concerns (legitimate or otherwise) through written responses and/or design modifications.

Trench Stability/Shoring Design – Due to the close proximity of existing residential structures to the limits of storm drain construction, trench stability, trench shoring and trench backfill procedures will get special attention by DMC during the design phase, including a thorough geotechnical investigation of the proposed storm drain alignment and the development of specific design parameters to address these concerns. DMC, through Hilltop Geotechnical, Inc. (HGI), will conduct a thorough and comprehensive geotechnical field investigation of the proposed storm drain alignment and develop design recommendations to be incorporated into our design to minimize construction impacts to adjacent residents and restore the trench to pre-construction conditions.

City Objectives

From our review of the City's RFP and supporting documents, it is our understanding the City is seeking a full-service Engineering Consulting Team capable of providing the following services:

- Project Management support services;

- Environmental documentation, including required technical studies, determine potential environmental constraints, prepare environmental applications for permits and assist the City in obtaining project environmental clearance;
- Comprehensive drainage studies to quantitatively size necessary storm drain facilities and reduce project construction costs;
- Accurate topographic/boundary survey of all culture within the project limits and develop accurate base maps;
- Geotechnical investigations necessary to provide recommendations regarding storm drain trench shoring design and trench backfill material (sand equivalent analysis);
- Right-of-way engineering to identify required storm drain easements (twelve (12) easement maximum) and temporary construction easements, prepare a project right-of-way map and legal documents (legal descriptions and plats) for easement acquisitions, and acquire easements from affected property owners;
- Identify, notify and communicate with all affected utilities the project scope, and, when necessary, effectively resolve utility conflicts prior to start of construction activities, identify potential utility conflicts with proposed storm drain improvements and perform necessary utility potholing activities to confirm conflict;
- Coordinate, as necessary, with Riverside County Flood Control District and Water Conservation District (RCFC) the approval of designs and construction documents of RCFC facilities affected by this project and to secure a Maintenance and Operations Agreement for Line F-1;
- Design/prepare complete and accurate construction documents for proposed storm drain improvements, including plans for demolition, landscape, hardscape and street restorations, traffic control and detours, striping and signing, and SWPPP's, detailed estimates of construction quantities and costs, and project specifications, ready for bid (PS&E's).

PROJECT MANAGEMENT PLAN

DMC Design Group's project approach is based upon a proactive Project Management Plan that originates with our Proposal and is finalized and initiated with the Notice to Proceed. In summary, our Management Plan will communicate to each member of the Project Team the organization and communication procedures, task descriptions and assignments, schedule requirements, cost and resource budgets, project data and design guidelines.

One of the key steps in preparing a useful Management Plan is the development of a detailed Project Work Plan. To develop this plan, a series of interface meetings will take place among the members of the Project Team to clearly identify the multiple activities required to complete this project. These activities will include not only specific project tasks, but also agency review and approval requirements, quality control processes and milestones for deliverables. Assignment of responsibilities for each activity will also be designated, as generally shown on the proposed Organizational Chart for this project. Modifications to the Organizational Chart will be made, as needed, to strengthen the Project Team's ability to meet project needs and identify specific project requirements are identified. In developing this detailed Project Work Plan, many of the potential project constraints are identified, ways to expedite the project are developed, and the avenues of communication among team members are increased at this initial stage of the project.

The ability to clearly communicate information, such as scope, cost, schedules and technical matters, is a vital element of any project. A coordinated effort among the various team members is required to achieve an integrated program that, in turn, is necessary to deliver quality services within strict budgetary and time constraints. Coordination requires effective and frequent communication among Project Team members.

Key to the entire Management Plan and subsequent success of the project is the role of the Project Manager. The Project Manager is responsible for oversight and coordination of all project activities, meshing the technical requirements through a proactive, hands-on management approach. The Project Manager is the sole contact person between DMC and the City, interfacing with all City departments, as well as with outside agencies. The Project Manager will be responsible for project documentation, including scheduling, preparation of agendas and meeting notes, and assignment of action items for meetings between City staff, sub-consultants and other agencies.

QUALITY CONTROL/QUALITY ASSURANCE

Once the final work plan is completed and final Project Team assignments communicated to each Project Team Member, DMC will develop a defined Quality Control (QC) Plan specific to this project. The QC Plan will guide the Project Team in the management and implementation of quality throughout the life of this project, not to merely "check it" at the end of the project. The preparation and implementation of the QC Plan will be integrated into the work plan as a specific task and will be applied continuously and at strategic points in the work process by Project Team Members. The QC Plan will include procedures for both administrative and technical controls, such as project files, routing of correspondence, checking and back checking procedures, design notebooks, check lists, etc.

WORK PLAN

Based upon our current understanding of the project's requirements and needs, our Project Team proposes the following Work Plan for this project:

Task 1 Project Management – The Project Manager will provide the necessary Project Management Services required to ensure the project is completed on time, accurately and within budget, including the following sub-tasks:

Task 1.01 Project Kick-Off Meeting – Prior to the start of this project, the Project Team will meet with key personnel from the City of Moreno Valley to discuss in detail the expectations for the project and procedures to be used by DMC and its Project Team in completing the assignments of this project.

Task 1.02 Project Meetings – The Project Manager will facilitate a number of necessary meetings to:

- Coordinate the City permitting, environmental clearance, right-of-way and utility notification;
- Resolve conflicting design issues;
- Provide project progress updates to key personnel;
- Obtain necessary approvals and reviews by City staff members, Council and Commissions.

Based upon our current understanding of this project, the Project Team anticipates at least the following meeting schedule for the duration of this project:

Meeting Description	No.
• 35% Complete Submittal Meeting	1
• Additional Environmental Clearance/Design Meetings	4
• Utility Coordination	8
• RCFC&WCD	4
• Site Meetings	3
Total Meetings	**20**

For each meeting, agendas will be prepared by the Project Manager and will be provided at the meeting. Action items will be identified and properly assigned to Project Team personnel, staff or other agency personnel deemed most appropriate.

Task 1.03 Monthly Project Progress Summary Report (9) – Upon issuance of a Notice to Proceed by the City, *DMC* will prepare a control-level schedule, using Microsoft Project Schedules v. 4.0, detailing specific delivery dates and meetings. The schedule will be instrumental in providing the City of Moreno Valley staff assurances of project schedule compliance. On a monthly basis, DMC will prepare a Project

Progress Summary Report with an updated schedule of project tasks. The Project Progress Summary Report will summarize task activities completed by the Project Team the previous month, proposed activities schedule for the following month, and ongoing design issues/discussion with project stakeholders. The Project Progress Summary Report will be presented to City digitally by email by the end of the first full week of each month.

Task 2 Research – DMC will perform a thorough and complete research effort of agency records, including those of the City of Moreno Valley and Riverside County Flood Control & Water Conservation District (RCFC&WCD), necessary to secure all information, clearances and/or plan review services required to identify, locate and accurately layout all existing conditions and improvements, easements, centerlines, right-of-way limits, property lines, existing improvements and other ancillary items that may be affected by this project.

Task 3 Topographic/Boundary Surveys – DMC will complete topographic surveys of the project area, including horizontal and vertical control of all culture within the right-of-way limits and 50-feet beyond to ensure adequate information for the design of storm drain facilities, runoff information and drainage analysis and to provide ample detail and range for detailed design and quantity estimating of proposed improvement of the project. Sufficient topography will be gathered of the off-site areas immediately adjacent to the proposed storm drain improvements and off-site drainage improvements. Cross-sectional surveys will be taken at 50-foot centers along the proposed alignment of the storm drain for the entire length of the project. DMC will provide a minimum of two (2) temporary benchmarks on this project. The completed survey will be provided to the City on a CD-RW diskette and a separate hard copy plot provided of existing improvements, using AutoCAD 2011 software or compatible software. Survey points with coordinates, elevations and description key will be in AutoCAD 2011 Standard Survey format only and will be submitted in ASCII format.

Task 4 Base Maps – Utilizing data collected from its research efforts and the topographic surveys, DMC will prepare a continuous base map of the proposed storm drain alignment in plan and profile format. The limits of the base plans shall have the same beginning and ending points as the field survey limits. The base plan will be prepared using AutoCAD 2011. Its continuous format will be used to evaluate various vertical and horizontal alignments of the storm drain along its entire project length. The base map will include:

- Street names;
- Street widths, right-of-way and property lines (existing and future);
- Assessor's parcel numbers contiguous to and affected by the proposed project;
- All surface features, such as utility manholes, valves, fire hydrants, street lights, catch basins, power poles, structures, driveways, sidewalks, parking lot entrances, parking lots, access ramps, trees, walls, fences, curbs and gutters as visible from the aerial photograph;
- Centerline stationing of the prosed storm drain improvements and existing roadways;
- City boundary lines;
- One-half foot contour intervals with adequate spot elevations.

The Base Map will be submitted to the City on CD-RW diskette, along with a separate hard copy plot of the proposed improvements, using AutoCAD Land Development or compatible software approved by the City. Survey points with coordinates, elevations and descriptions key shall be AutoCAD Land Development Standard Survey Descriptions only. The data will be submitted in ASCII format on CD-RW diskette along with a hard copy printout.

Task 5 Utility Coordination – DMC will identify and officially notify all utility companies and other agencies providing services within the City and/or own, operate or maintain facilities within the project limits, and obtain record maps, plans and documents of existing facilities. Field reviews will be conducted to locate all surface evidence of existing sub-surface and overhead installations within the

project limits. All utility information obtained from its research effort and field reviews will be plotted on the Base Map. Specific subtasks include:

- Develop a request for information letter on City letterhead to be sent to the affected utility companies notifying the utilities of the proposed project, requesting as-built information from the utility agencies. DMC will have each letter sent certified, return receipt requested;
- Develop a complete Utility Log of all correspondence with the affected utilities;
- Review data received from the affected utility companies and plot information on the base sheets to be used in the preparation of the project plans;
- Conduct necessary field reviews to confirm identified utilities based on record plans and locate surface evidence of additional existing sub-surface and overhead installations within the limits of this project;
- Identify potential conflicts. The City and the affected utility companies will be immediately notified of known conflicts and plans sent to the utility and the City indicating the conflict;
- Prepare a Utility Pot Hole Plan with recommended locations for potholing. DMC will review the Utility Pot Hole Plan with the affected utilities prior to submitting to the City. The Utility Pot Hole Plan will be submitted to the City for review and approval;
- Utilizing the approved Utility Pot Hole Plan, DMC will coordinate with Saf-r-Dig to pothole potentially conflicting utilities. The vertical and horizontal control of the utility will be obtained by DMC and plotted on the plans. Based upon this information, DMC will determine the need to relocate the utility. The City and the affected utilities will be notified immediately of the findings of the utility pothole effort. *For budget purposes, DMC has included twenty (20) potholes in its fee proposal. Should additional potholes become necessary, DMC will be reimbursed at a per pothole fee as outlined in our fee proposal.* As potential conflicts are identified throughout the design phase, DMC will continue to coordinate with the utility agencies by providing plans throughout the various phases of design.
- Provide three (3) Utility Notices on City letterhead. The Notices will be mailed via certified mail-return receipt with progressively completed plans attached, highlighted to show any potential conflicts with proposed improvements.

Task 6 Right-of-Way Support

Task 6.01 Right-of-Way Map – DMC will prepare a right-of-way map centered on the proposed storm drain improvements, beginning 100 feet north of the northerly side of Alessandro Boulevard and ending 100 feet south of the Storm Drain Line "F" on Redlands Boulevard. The Map will be based upon record information and will show storm drain easement and temporary construction easement needs required for this project.

Task 6.02 Easement Documents (Optional) – DMC will prepare twelve (12) storm drain easement legal descriptions/plat maps and City approved temporary construction easement agreements required for this project.

Task 7 Easement Acquisitions (Optional) – It is our understanding this project will involve the acquisition of twelve (12) storm drain easements and twelve (12) temporary construction easements from property owners adjacent the proposed storm drain alignment. DMC will coordinate, manage and be responsible for the timely execution of a comprehensive, all inclusive storm drain easement acquisition process until all storm drain easements have been acquired and properly recorded, including the following right-of-way support services for this project:

Task 7.01 Easement Documents (Optional) – DMC will prepare twelve (12) storm drain easement legal descriptions/plat maps and City approved temporary construction easement agreements required for this project.

Task 7.02 Appraisals (Optional) – DMC, through OPC will conduct comparable sales studies and prepare Non-Complex Valuation Statement for all twelve (12) properties in accordance with Caltrans manual requirements. Specific activities include:

- Secure vesting deeds, property profile, and tax map for each property.
- Secure preliminary title reports for each property which will remain valid for a minimum of six (6) months or until there is an ownership change.
- Secure copies of recorded back-up documents as needed.
- Share preliminary title information with right-of-way engineer, surveyor, and real estate appraisers for their use on this project.
- Prepare list of title exceptions to be cleared; confirm manner of disposition is consistent with approved project plan.
- Facilitate changes to preliminary title reports after the preparation of the legal descriptions if necessary for partial acquisition projects.
- OPC will prepare Non-Complex Valuation Statements for all twelve (12) parcels in compliance with Caltrans R/W manual requirements
- OPC will review title information pertaining to respective ownerships and will review drawings and other pertinent information relative to the parcel.

Task 7.03 Negotiation/Acquisition Services (Optional) – Once a parcel's valuation is complete, DMC, through OPC, will submit a recommended package to the City for the determination of just compensation along with a formal offer to purchase package. Experienced and licensed negotiators will present the City's written offers to property owners in person and systematically tackle any barriers to settlement. Settlements will be carefully weighed and presented with recommendations to the City.

Task 7.04 Right-of-Way Certification Services (Optional) – DMC, through OPC, will complete necessary right-of-way certification services for this project, including:

- Attend certification planning meeting with Right-of-Way Local Assistance Coordinator/project team.
- Prepare real estate components of right-of-way data sheet and provide current and escalated costs for acquisition, including incorporation of engineer's construction and utility cost information.
- Ensure appraisal maps/right-of-way maps and legal descriptions are all properly identified and prepared in conformance with approved right-of-way numbering system.
- Ensure that all interests necessary for the project have been secured and all relocation activities have been performed in compliance with applicable law and regulations.
- Prepare certification forms in coordination with engineer and client to include the compilation of all necessary back-up documents required including; deed, final order of condemnation, access easements, cooperative agreements, permits, right-of-entries, etc.
- Attend and coordinate pre and post-audit submittal meetings.

Task 8 Environmental Clearances (Optional)

Task 8.01 Initial Determination (Optional) – DMC will complete the City's "Public Projects Environmental Information Form" and supplement it with comments and pictures. The City's Community Development Department, Planning Division will make the final environmental determination for this project. DMC anticipates a Mitigated Negative Declaration for this project.

Task 8.02 Environmental Clearance (Optional) – DMC, through PMC World (PMC), will complete the following environmental clearance activities necessary to obtain a Negative or Mitigated Negative Declaration environmental clearance for this project through Caltrans Local Assistance:

Task 8.02.01 Project Description/Area of Potential Effects Map (Optional) – PMC will prepare a detailed project description, including identification of the project footprint and timing of construction, and an Area of Potential Effects (APE) Map for potential environmental impacts that will accompany the PES.

Task 8.02.02 Technical Studies (Optional) – PMC, through DMC, will prepare the following technical reports if required by the environmental determination:

- Air Quality Report
- Noise
- Cultural Resource Analysis
- Wetlands Delineation
- Biological Resources Analysis

Task 8.03 Administrative Draft IS/MND (Optional) – Upon completion of the technical analysis, *PMC* will prepare an Administrative Draft Initial Study/Mitigated Negative Declaration (Admin Draft IS/MND) in conformance with CEQA Guidelines. The Admin Draft IS/MND will contain all required components of an IS/MND and will address on-site and off-site impacts of the project, although the technical analysis will be focused as described above. The Admin Draft IS/MND will be delivered to the Public Works staff for review and comment prior to public release of the Draft IS/MND.

Task *8.04 Draft IS/MND(Optional)* – After the Admin Draft IS/MND is reviewed by the Public Works Department, PMC will prepare the Draft MND for the 30-day public review period. PMC will coordinate with Public Works staff to ensure that the sections are formatted for ease of use. PMC will circulate the Draft IS/MND and post the Notice of Intent and the Notice of Completion.

Task 8.05 Final IS/MND (Optional) – At the conclusion of the 30-day public review period, PMC will review the comment letters received on the Draft IS/MND and coordinate with Public Works Staff to discuss the responses. PMC will prepare draft responses to written comments received. Upon completion, an electronic copy of the Administrative Final IS/MND, including the MMRP, will be submitted to the Public Works Department for review. Based on the comments received from staff, final revisions to the document will be made and PMC will produce the Final IS/MND. After the adoption of the IS/MND, PMC will file the Notice of Determination (NOD) with the State Clearinghouse and the Riverside County Clerk-Recorder.

Task 9 Special Studies – DMC will provide the following special studies for this project:

Task 9.01 Drainage Study – Utilizing data generated in an earlier task and the storm drain alignment concept plans developed in the following sub-task, DMC will prepare a comprehensive hydrology study in accordance with Riverside County Flood Control and Water Conservation District and the City of Moreno Valley. The hydrology study will focus on areas of concern within the project drainage basin (i.e. the area north of Alessandro Boulevard and the project area bounded to the north by Alessandro Boulevard, to the east by Merwin Street, to the west by Redlands Boulevard and to the south by Brodiaea Avenue) for the purpose of locating and quantifying existing drainage patterns and deficiencies, and to sufficiently size and design required storm drain facility improvements using WSPG and StormCAD software. As plan revisions occur, the drainage study will be modified to confirm storm drain design recommendations. A final Drainage Report will be prepared and submitted to the City with recommendations that match the proposed improvements shown on the storm drain alignment concept plan.

Task 9.02 Storm Drain Alignment Concept Plan – Completion of the drainage study is an iterative task involving the development of storm drain alignment concept plans (35% complete plans). Therefore,

concurrent with the drainage study to be completed by DMC, DMC also intends to develop storm drain alignment concept plans (35% complete plans) in CADD plan/profile format at a scale of 1"=20' scale that will provide the horizontal and vertical alignment of the proposed storm drain improvements. The final concept plan will include the following information:

- Existing/required drainage patterns/proposed facilities identified with preliminary alignments, sizes and limits.
- Detail of proposed connection to existing box culvert crossing at Redlands Boulevard;
- Limits of landscape/hardscape/street restoration;
- Proposed traffic striping and signing;
- Proposed traffic control and staging;
- Preliminary construction costs.

The final recommendations resulting from the drainage study will match the storm drain alignment concept plans. Copies of the final storm drain alignment concept plans will be included in the Drainage Report outlined in the previous task. Upon completion of this task, DMC will provide the City with the CADD files of the proposed storm drain alignment for use in developing final construction plans for the project.

Task 9.03 Geotechnical Investigations – Based upon our experience on previous projects in this area, DMC anticipates that the site is underlain by alluvial deposits and possible fill soils. In consideration of this, DMC, through Hilltop Geotechnical Services (HGS) proposes to excavate fifteen (15) exploratory borings to a depth of approximately fifteen (15) to twenty (20) feet below the existing ground surface at various locations along the proposed storm drain alignment. The borings will be excavated with a truck mounted drill rig equipped with hollow stem augers. Necessary traffic control will be provided during the subsurface exploration activities. No borings will be drilled in any existing Hot Mix Asphalt (HMA) concrete surfaces along the proposed storm drain alignments. The borings will be backfilled with the excavated material. Underground Service Alert will be contacted prior to performing any borings. Upon completion of subsurface evaluation activities, HGS will evaluate through laboratory testing the engineering properties of various strata influencing the proposed storm drain project design and its construction. Laboratory testing on representative in-situ and bulk samples obtained during the drilling process, including in-situ moisture/density determinations; #200 sieve analysis tests; sand equivalent tests; soluble sulfate tests; maximum dry density/optimum moisture content determinations; and direct shear tests.

HGS will analyze the results of the laboratory testing to identify construction difficulties that may be encountered due to soil conditions, groundwater, and provide recommendations concerning these findings. From this analysis, HGS will develop soil engineering criteria for site trench excavation and trench shoring design, and identify soil properties as they relate to pipe bedding and trench backfill. HGS will summarize it findings and final recommendations in a written report which will include, in addition to conclusions and recommendations, a plot plan, exploration logs, and summary of laboratory test results.

Task 10 Final Plans, Specifications and Estimates (Optional) – This task will include final design and preparation of complete and accurate construction documents (plans, specifications and estimates, bid ready and signed by a California Registered Civil Engineer). Utilizing the preliminary plans and design parameters developed by DMC in earlier tasks, DMC will prepare clear, concise and accurate PS&E's for this project. In general, the construction documents will conform to Riverside County Flood Control & Water Conservation District requirements and the City of Moreno Valley's standards and practices.

Task 10.01 Plans (Optional) – All improvements will be prepared using AutoCAD 2011 software on 24" X 36" sheets. All storm drain plans will be prepared in plan/profile format at a scale of 1" = 20' or greater where necessary. 50-foot cross sections will be prepared and used to confirm clearance of existing utilities, to identify limits of trench excavation and to accurately determine backfill quantities.

Detail sheets will be prepared at a minimum scale of 1" = 20' or greater, as required. Striping and signing plans will be prepared at a scale of 1" = 40'.

Based upon our current understanding of this project, DMC Design Group will prepare the following sheets:

Description	No.
Title Sheet	1
General Note/Detail Sheets	4
Demolition/Removal Plans	5
Storm Drain Improvement Plans	19
50' Cross Sections	6
Landscape/Hardscape/Street Restoration Plans	8
Traffic Striping/Signage Plans	3
Work Area Traffic Control Plans	4
Total Sheets	**50**

Plans will be submitted to the City and affected utilities for review at the 65%, 100% and complete stages. DMC will submit four (4) sets of blueprints with each submittal, along with the previous red lined check prints. Comments received from the City will be incorporated into the plans. Final plans will be submitted to the City on Mylar and wet stamped by the Project Engineer.

Task 10.02 Project Specific SWPPP/Erosion Control Plan (Optional) – DMC will prepare a project specific SWPPP/Erosion Control Plan in accordance with the General Construction Activity Permit for the City of Moreno Valley to be included in the Construction Documents for bidding purposes only. DMC will electronically prepare a Notice of Intent (NOI) upon permission by the City (Legal Responsible Person) and submit to the State, as necessary, to generate a WDID number for this project. A SWPPP will be prepared by a State certified QSD meeting the requirements of the NPDES General Permit for Storm Water Discharges (Order No. 2009-0009-DWQ) and the Santa Ana Regional Water Quality Control Board.

Task 10.03 Preparation of Specifications (Optional) – Utilizing City boilerplates, DMC will prepare complete Project Specifications for this project. Four (4) sets of the Project Specifications will be submitted to the City for review at the 65%, 100% and complete stages.

Task 10.04 Estimate (Optional) – DMC will prepare a comprehensive list of bid items, their quantities and unit costs and probable cost of construction and submit to the City for review. The estimates will be prepared in Excel format and four (4) copies submitted to the City for review at the 65%, 100% and complete stages, or as otherwise requested.

Task 11 Riverside County Flood Control and Water Conservation District Coordination (Optional) – DMC will prepare, submit and coordinate processing of a RCFC&WCD Encroachment Permit application for the connection to Drainage Facility F and a *Maintenance and Operations Agreement* for all storm drain improvements over 36" in diameter.

Task 12 Bid/Construction Support Services (Optional) – DMC will be available to answer questions regarding the project plans, specifications and quantities, and to assist the City in resolving any conflicts in the design identified during the bidding and/or construction phase of the project. DMC will assist the City in the preparation of Addendums regarding omissions or conflicts in the design during the bidding phase and in the preparation of Contract Change Orders regarding omissions or conflicts in the design during construction phase. DMC will attend pre-bid and pre-construction meetings.

Task 13 As-Built Plans (Optional) – DMC will incorporate all red-line comments prepared by the Contractor and Project Inspector and prepare final ink on Mylar "as-built" record plans, Wet Stamped by the Project Engineer.

Task 14 Project GASB Documentation (Optional) – DMC will prepare and submit GASB 34 documentation in the City's format.

Task 15 Data Transfer (Optional) – Upon acceptance of the PS&E's, DMC will submit project documents in digital format on CD's to the City.

Task 16 Additional Work As Requested By City (Optional) – DMC will perform additional work requested by the City on a Time and Material basis upon receiving written authorization from the City.

Project Schedule
Professional Design Consultant Services
Storm Drain Improvements in Moreno Townsite Area
Between Alessandro Boulevard and Drainage Facility F
Project No. 11-12566730

February 17, 2011

ID	Task Name	Duration	Start
1	Task 1 Project Management	165 days	Mon 6/6/11
2	Task 2 Research	10 days	Mon 6/6/11
3	Task 3 Topographic/Boundary Surveys	15 days	Mon 6/13/11
4	Task 4 Base Maps	20 days	Mon 6/20/11
5	Task 5 Utility Coordination	145 days	Mon 6/20/11
6	Task 6 Right-of-Way Support	60 days	Mon 7/18/11
7	Task 7 Easement Acquistion (Optional)	90 days	Fri 9/2/11
8	Task 8 Environmental Clearance (Optional)	100 days	Mon 6/20/11
9	*Prepare and Submit City's Public Projects Environmental Information Form"*	15 days	Mon 6/20/11
10	*City Review/Makes Environmental Determiniation*	10 days	Mon 7/11/11
11	*Prepare Techincal Studies (Optional)*	30 days	Mon 7/25/11
12	*Complete Environmental Documentation*	30 days	Mon 8/15/11
13	*Obtain Environmental Clearance*	30 days	Mon 9/26/11
14	Task 9 - Special Studies	75 days	Mon 7/18/11
15	*Task 9.01 Drainage Report*	35 days	Mon 7/18/11
16	Prepare and Submit Preliminary Report	20 days	Mon 7/18/11
17	City Review	10 days	Mon 8/15/11
18	Revise and Resubmit Final Report	5 days	Mon 8/29/11
19	*Task 9.02 Storm Drain Alignment Concept Plan*	35 days	Mon 7/18/11
20	Prepare and Submit Preliminary Alignment Concept Plan	20 days	Mon 7/18/11
21	City Review	10 days	Mon 8/15/11
22	Revise and Resubmit Final Alignment Concept Plan	5 days	Mon 8/29/11
23	*Task 9.03 Geotechnical Investigation Report*	60 days	Mon 8/8/11
24	Prepare and Submit Preliminary Report	45 days	Mon 8/8/11
25	City Review	10 days	Mon 10/10/11
26	Revise and Resubmit Final Geotechnical Investigation Report	5 days	Mon 10/24/11
27	Task 10 Plans, Specifications and Estimates (Optional)	100 days	Mon 9/5/11
28	*Prepare and Submit 65% Complete PS&E's*	45 days	Mon 9/5/11
29	*City Review*	10 days	Mon 11/7/11
30	*Prepare and Submit 100% Complete PS&E's*	25 days	Mon 11/21/11
31	*City Review*	10 days	Mon 12/26/11
32	*Prepare and Submit Final PS&E's - Bid Ready*	10 days	Mon 1/9/12
33	Task 11 Coordinate with Riverside County Flood Control (Optional)	90 days	Mon 9/5/11

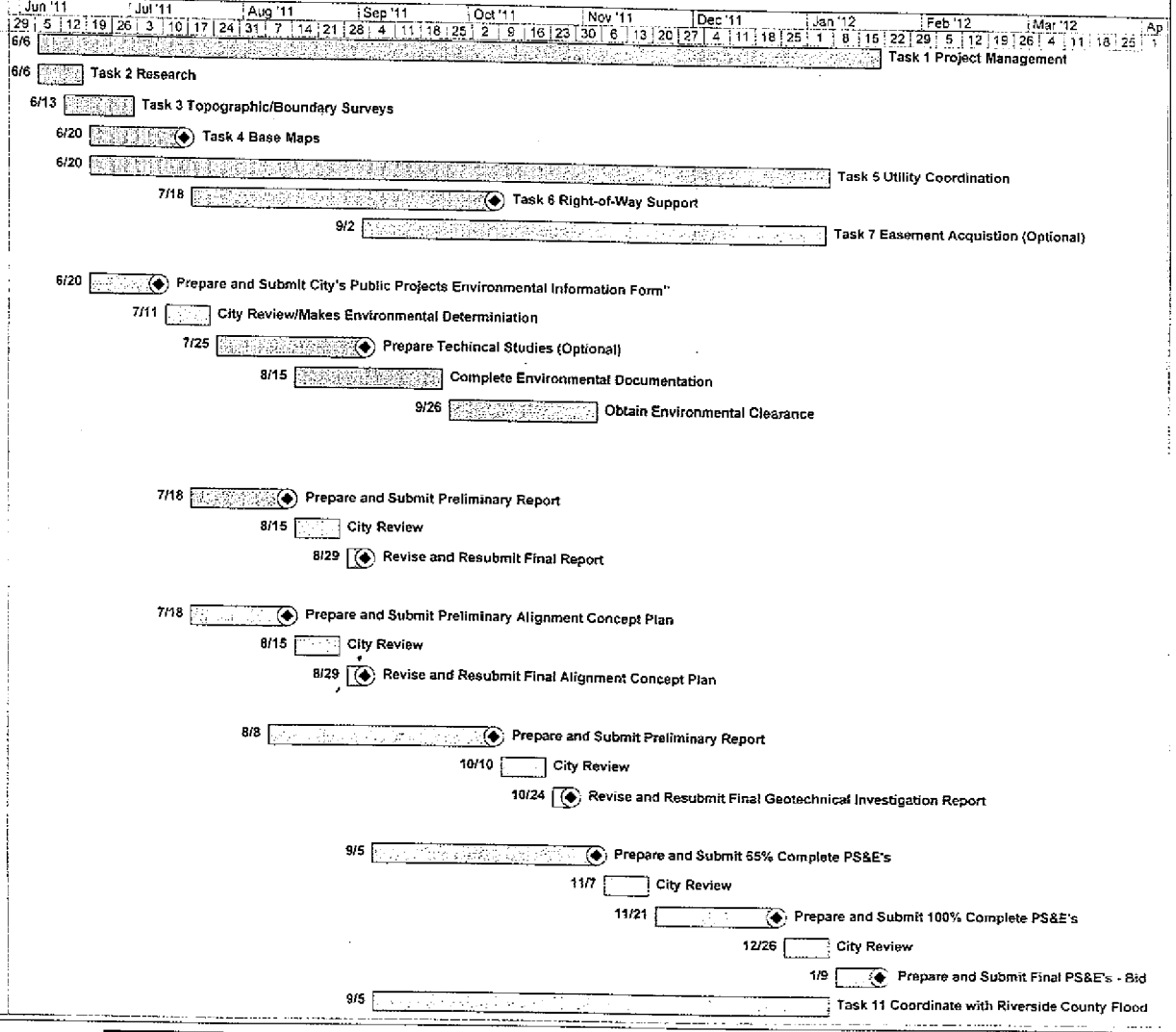

David M. Cosper, P.E., Project Manager
DMC Design Group, Inc.
Project Schedule

DMC TASK | Milestone ◆ | Summary

MORENO VALLEY

DMC DESIGN GROUP

MV00198027

MARCH 25, 2011

PROFESSIONAL DESIGN CONSULTANT SERVICES
STORM DRAIN IMPROVEMENTS IN MORENO TOWNSITE
BETWEEN ALESSANDRO BOULEVARD AND DRAINAGE FACILITY F
PROJECT NO. 11-12566730
(REVISED 3/25/2011)

TASK	DESCRIPTION	DMC DESIGN GROUP, INC.									
		PROJECT MANAGER	PROJECT ENGINEER	DESIGN ENGINEER	CADD OPERATOR	TECHNICIAN	SURVEY MANAGER	2-MAN SURVEY TEAM	UTILITY COORDINATOR	WORD PROCESSOR	TOTAL LABOR
Task 1	**Project Management**										
	Task 1.01 Project Kick-Off Meeting	4	4						4	4	16
	Task 1.02 Project Meetings (24)	48	24						16	24	112
	Task 1.03 Monthly Project Updates (9)	8									8
Task 2	**Research**		2			24			8	8	42
Task 3	**Topographic/Boundary Surveys**						8	40			48
Task 4	**Base Mapping**		2	8	24						34
Task 5	**Utility Coordination**				16				20	8	44
Task 6	**Right of Way Support**										
	Task 6.01 Right of Way Map				16						16
	Task 6.02 Right of Way Documents (12)		4	48	24					8	84
Task 7	**Easement Acquisitions (12) (Optional)**		4								4
Task 8	**Environmental Clearance (Optional)**		4	8		16				8	36
Task 9	**Special Studies**										
	Task 9.01 Drainage Study		16	40						8	64
	Task 9.02 Storm Drain Alignment Concept Plans		4	24	64						92
	Task 9.03 Geotechnical Study		4								4
Task 10	**Prepare Final PS&E Documents (Optional)**										
	Task 10.01 Plans (50)		8	36	240				4		288
	Task 10.02 Specifications		4	16						8	28
	Task 10.03 Estimates		4	16							20
Task 11	**RCFC Coordination (Optional)**		16			8				4	28
Task 12	**Bid/Construction Support (Optional)**		2	16	16					4	38
Task 13	**As-Built Plans (Optional)**		2	4	16						22
Task 14	**GASB Documentation (Optional)**		2			8					10
Task 15	**Document Transfer (Optional)**		2			8				4	14
Task 16	**Unassigned Services as Directed by City**	2	4	8	16	17			4	8	59
	Total Hours	**62**	**112**	**224**	**432**	**81**	**8**	**40**	**56**	**96**	**1111**

MORENO VALLEY

DMC DESIGN GROUP

MV00198028

DMC Design Group, Inc. and its Project Team of consultants agree to the following:

1. The professional design consultant services outlined in our proposal, dated February 17, 2011, and the accompanying fees, are in accordance with the City's RFP, entitled "Request for Professional Design Consultant Services For Storm Drain Improvements In Moreno Townsite Area Between Alessandro Boulevard and Drainage Facility Line F, Project No. 11-12566730" and Addendum 1, except as otherwise specified in this Proposal under "*Additions or Exceptions to the City's RFP*".

2. It is understood that said RFP and Addendum 1 is incorporated in its entirety as part of our proposal.

3. It is further understood that said RFP and our proposal will jointly become a part of the "Agreement for Professional Consultant Services" for this project when said Agreement is fully executed by DMC Design Group, Inc. and the Mayor or City Manager of Moreno Valley.

4. All charges for professional design consultant services outlined in this proposal are "Not to Exceed Fees" as submitted with and made a part of this Proposal. It is understood that payment will be made for actual time and materials expended in furnishing authorized professional services to the "Not To Exceed Fee" level. It is further understood that the "Not to Exceed Fee" include conservatively estimated reimbursable expenses, as submitted with and made a part of our proposal.

5. DMC will document and provide the results of the work to the satisfaction of the City, including, if necessary, the preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.

6. DMC will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during or after the construction work.

7. It is acknowledged and understood that DMC will not be allowed to change the subconsultants shown in our proposal, dated February 17, 2011, without written permission from the City.

8. DMC understands that discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin is against Corporate policies and by-laws is not allowed to occur.

9. DMC will adhere to all known federal laws and regulations, as they pertain to this project, will be adhered to notwithstanding any state or local laws or regulations. In case of a conflict between federal, state or local laws or regulations, the strictest shall be adhered to.

10. DMC will allow authorized federal, state, county and City officials access to its place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this project. DMC will retain all such relevant records for a period of three (3) years.

11. It is understood that DMC will comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code, as well as the appropriate sections of the "Federal Labor Standards Provisions," "Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.

12. It is understood that DMC will comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof, as it pertains to this project.

13. DMC offers and agrees to assign to the City all rights, title and interest in and to all causes action I may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works or the subconsulant, as it pertain to this project. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgement by the parties.

DMC Design Group, Inc. and its Project Team of Consultants have included the following additions or exceptions into our February 17, 2011 proposal to the City of Moreno Valley for *Professional Design Consultant Services For Storm Drain Improvements In Moreno Townsite Area Between Alessandro Boulevard and Drainage Facility F, Project 11-12566730.*

1. The City will assign a Project Manager to act as its point person on this project for the duration of the project.

2. All available information pertinent to this project in the City's possession will be provided to DMC at no cost.

3. The City will provide "no cost" encroachment permits for all design survey, geotechnical investigations and utility pot holing activities required to complete the project.

4. This Proposal includes a budget for twenty (20) utility potholes. Additional utility potholes required after the initial twenty (20) will be billed at the unit cost shown on our Fee Proposal dated February 17, 2011.

5. All Permit Application fees are considered as Direct Cost items and will be billed to such.

EDUCATION:
M.P.A., 1992, Public Administration
California State University, Hayward

B.S., 1981, Civil Engineering
University of California, Davis

AFFILIATION:
American Public Works Association
American Society of Civil Engineers
American Council of Engineering Companies

REGISTRATION:
California Registered Civil Engineer License No. 38022
Oregon Registered Civil Engineer License No. 84477PE
Idaho Registered Civil Engineering License No. 14443
Montana Registered Civil Engineer License No. TBD (*Pending Final Board Certification)*
State Certified Qualified SWPPP Developer (QSD) (*Pending Final Board Certification*)

EXPERIENCE:
Mr. Cosper has more than twenty-eight (28) years of professional civil engineering experience in California in the public and private sectors and has served as the Director of Public Works for several cities throughout California, including Susanville, Suisun City and La Quinta. His experience includes planning, design and management in the engineering disciplines of streets and highways, drainage and flood control, traffic signal installation and modifications, water/sewer systems, pavement management systems, parks and landscaping, special assessment districts, and construction management. Specific assignments have included the following:

- **Project Manager, Heacock Street Improvement Project (Moreno Valley, CA)** – Responsible for the design and preparation of ultimate and phased roadway widening improvements (two (2) lanes to six (6) lanes) to a 2.75 mile segment of Heacock Street, from Cactus Avenue to San Michele Road. The proposed widening improvements necessitated 1,500 feet of 24" to 36" diameter RCP storm drain, five (5) new catch basins and supporting laterals, and modifications to three (3) existing catch basins and laterals. This project also required close coordination with Riverside County Flood Control and Water Conservation District and the Army Corps of Engineers in the development of final improvements proposed for the Heacock Street Drainage Channel immediately adjacent to the westerly side of Heacock Street.

- **Project Manager, Alessandro Boulevard Street Improvement Project (Moreno Valley, CA)** – Responsible for the design and preparation of preliminary PS&E's for 2,300 feet of 24" to 42" diameter RCP storm drain improvements to a portion of Alessandro Boulevard, from Day Street to Old 215 Frontage Road in the City of Moreno Valley. Project required the preparation of a comprehensive drainage study and coordination with the Riverside County Flood Control District to convey the storm waters to existing RCFC master planned facilities north of Alessandro Boulevard. The proposed improvements were designed such that the improvements could be built in phases to match funding as it becomes available. DMC work closely with the City's Street Maintenance Division in order to develop an east to maintain and effective low flow devise at the temporary terminus of the storm drain.

- **Project Manager, Agua Caliente Cultural Museum Roadway and Storm Drain Improvement Project (Palm Springs, CA)** – Responsible for CEQA/NEPA environmental clearance, design and preparation of PS&E's for arterial roadway widening/rehabilitation and storm drain improvements to a 1,350-foot segment of Hermosa Drive, from Tahquitz Canyon Way to the Baristo Channel, a Riverside County Flood Control (RCFC) maintained facility, in the City of Palm Springs. The storm drain improvements involved the extension of RCFC's Palm Springs Line 9 of the Master Plan Drainage for Palm Springs and connection to the Baristo Channel. Because of the federal funding involved with the project, DMC was responsible for obtaining a CEQA/NEPA environmental clearance on the project. This project also required the preparation of a comprehensive drainage study and coordination with the Riverside County Flood Control District to convey the storm waters to existing RCFC master planned facilities (Baristo Channel).

- **Project Manager, Phase 1 and 2 Line 21/22 Storm Drain Improvement Project (Palm Springs, CA)** – Responsible for the design and preparation of PS&E's, including hydraulic studies and concept

development, preparation of right-of-way documents, utility potholing, extensive coordination with affected utilities and Riverside County Flood Control and Water Conservation District for design approval of the following storm drain improvements to Master Plan Drainage Facilities for Palm Springs:

- Line 21 (Phase 1) – 800 feet of 30" to 48" diameter RCP
- Line 21 (Phase 2) – 2,600 feet of 60" to 72" diameter RCP
- Line 22 (Phase 1) – 2,200 feet of 24" to 66" diameter RCP
- Line 22 (Phase 2) – 2,200 feet of 66" to 84" diameter RCP

- **Project Manager, Vista Chino Road/Sunrise Avenue Intersection Widening Improvement Project (Palm Springs, CA)** – Responsible for the design and preparation of PS&E's, including the preparation of two (2) Caltrans design exception documents required for roadway widening improvements to a 750-foot portion of Vista Chino Road (State Route 111) and a 500-foot segment of Sunrise Way, traffic signal modifications necessary to accommodate the addition of one (1) thru lane and storm drain improvements to the east bound lanes of Vista Chino Road. The storm drain improvements required Riverside County Flood Control and Water Conservation District approval.

- **Project Manager, Hamner Avenue Roadway Widening Improvement Project (Norco, CA)** – Designed and prepared PS&E's for the construction of ultimate urban arterial roadway and storm drain improvements to a 3,600-foot segment of Hamner Avenue immediately adjacent to the proposed development. DMC was required to prepare a comprehensive drainage report required for the extension of an existing 72" diameter RCP storm drain, the construction of a retention basin and approximately 1,000 lf of localized drainage system improvements, ranging in size from 18" diameter RCP laterals to 36" diameter storm drains.

- **Project Manager, Calimesa Boulevard Corridor Improvement Project (Calimesa, CA)** – Designed and prepared PS&E's for landscaped median, roadway, traffic calming and storm drain improvements to 7,500 foot segment of Calimesa Boulevard. DMC responsible for the preparation of a comprehensive drainage study, design and preparation of storm drain improvements, including 2,100 lf of 18" to 60" diameter RCP drain pipe, twelve (12) junction/manhole structures and thirty (30) catch basins/inlet structures.

- **Project Manager, Phase II Los Serranos Neighborhood Infrastructure Improvement Project (Chino Hills, CA)** – Responsible for the preparation of alternative alignment studies, hydrology/hydraulic studies, design and preparation of PS&E's for roadway widening and storm drain improvements for 14,500 feet of neighborhood roads, including pavement rehabilitation, curbs, gutters, sidewalks, access ramps, street lights and storm drains in the Los Serranos neighborhood of Chino Hills. The storm drain improvements included 5,000 lf of 18" to 42" diameter RCP drain pipe, forty-three (43) junction/manhole structures, twenty-five (25) catch basins/inlet structures, 270 lf of 24" x 60" concrete box culvert and 330 lf of graded open channel.

- **Project Manager, Lake Forest Drive Drainage Improvement Project (Lake Forest, CA)** – Completed a thorough topographic survey of the intersection and a 1,000-foot segment of Lake Forest Drive east of Overlake Drive and identified proper locations for new and replacement median/curb drainage inlets. DMC completed a comprehensive drainage report used to size inlet and lateral facilities. Upon approval of DMC's recommendation to install and/or replace existing inlets, DMC was authorized to design and prepare final PS&E's of the proposed improvements.

- **Project Manager, Shellenberger Storm Drain Improvement Project (Brawley, CA)** – Responsible for the design and preparation of PS&E's for approximately 1.5 miles of 36" to 48" diameter RCP storm drain improvements in the City of Brawley. Project required close coordination with the Public Works and Community Services Divisions of the City of Brawley. This project also required close coordination with Imperial County, the State of California (CDBG Funding Oversight) and the Imperial Irrigation District.

EDUCATION:
B.S., Civil Engineering – 2005
University of California, Irvine

REGISTRATION:
California Registered Civil Engineer License No. 71667
Arizona Registered Civil Engineer License No. 51454
California Registered Land Surveyor No. 8774
State Certified Qualified SWPPP Developer (QSD) (*Pending Final Board Certification*)

AFFILIATION:
American Public Works Association
American Society of Civil Engineers
American Council of Engineering Companies

EXPERIENCE:
Mr. Cosper is a member of the Board of Directors and is the Vice President in charge of Design and CADD production for DMC. Mr. Cosper has twelve (12) years of progressively responsible design experience for a variety of civil engineering projects. He has become a specialist in the development of accurate CADD drawings for public improvement projects and is responsible for mentoring our team of CADD specialists in the latest uses of AutoCAD and Micro Station. Specific assignments have included the following:

- **Project Engineer, Heacock Street Improvement Project (Moreno Valley, CA)** – Responsible for the design and preparation of ultimate and phased roadway widening improvements (two (2) lanes to six (6) lanes) to a 2.75 mile segment of Heacock Street, from Cactus Avenue to San Michele Road. The proposed widening improvements necessitated 1,500 feet of 24" to 36" diameter RCP storm drain, five (5) new catch basins and supporting laterals, and modifications to three (3) existing catch basins and laterals. This project also required close coordination with Riverside County Flood Control and Water Conservation District and the Army Corps of Engineers in the development of final improvements proposed for the Heacock Street Drainage Channel immediately adjacent to the westerly side of Heacock Street.

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- **Designer, Shellenberger Storm Drain Improvement Project (Brawley, CA)** – Responsible for the design and preparation of PS&E's for approximately 1.5 miles of 36" to 48" diameter RCP storm drain improvements in the City of Brawley. Project required close coordination with the Public Works and Community Services Divisions of the City of Brawley. This project also required close coordination with Imperial County, the State of California (CDBG Funding Oversight) and the Imperial Irrigation District.

EDUCATION:

Professional Management Training
California State University, San Diego

B.S., Civil Engineering – 1996
California State Polytechnic University, Pomona

REGISTRATION:
California Registered Civil Engineer License No. 61860
California Registered Land Surveyor License No. 8716

EXPERIENCE:
Mr. Artiga will be the Survey Manager assigned to DMC and is responsible for providing all topographic survey needs required for this project. Mr. Artiga has over sixteen (16) years of extensive experience in all facets of topographic and boundary surveying, base mapping and land development design, including rough/precise grading, street improvements, water/sewer/storm drain improvements and earthwork calculations for public works projects and private developers. He has been responsible for the comprehensive topographic/boundary surveys for most of the following projects. He has also been responsible for the preparation of sewer studies and other technical studies, and design and preparation of PS&E's for public improvement projects, including major pipeline facilities for regional water districts and reservoir tanks. Specific project experience includes:

- **Survey Manager, Agua Caliente Cultural Museum Road and Drainage Improvement Project (Palm Springs, CA)** – Responsible for the topographic surveying and mapping, design and preparation of PS&E's for this Federal Aid project. Improvements included the widening of a 650-foot segment of Hermosa Drive and a 700-foot extension of Hermosa Drive, 1,300 feet of local storm drain improvements and access to the proposed Agua Caliente Cultural Museum in the City of Palm Springs.
- **Survey Manager, Security Barrier Improvements to Various City Electrical Substations (Riverside, CA)** – Responsible for the topographic surveying and mapping, design and preparation of PS&E's for the construction of necessary security barrier improvements to the Mountain View Substation, the Orange Crest Substation, Hunter Station and the Riverside Energy Resource Center in the City of Riverside, including property line/retaining walls, chain link fencing, motorized gates, landscape/irrigation and improvements to adjacent roadways.
- **Survey Manager, Magnolia Avenue Landscape Median Improvement Project (Corona, CA)** – Responsible for the topographic surveying and mapping, design and preparation of PS&E's for raised landscape median improvements to a 4,200-foot segment of Magnolia Avenue (I-15 to East Sixth Street).
- **Survey Manager, Fire Station 107 (Moreno Valley, CA)** – Responsible for the topographic and boundary surveys required to design of all civil improvements required for Fire Station 107, located on a four (4) acre site in the City of Moreno Valley.
- **Survey Manager, French Valley Business Center Project (French Valley, CA)** – Responsible for the preparation of parcel exhibits for EDA use to create legal parcels for the forty (40) acre commercial center use, preparing right-of-way document plats, boundary and field survey of project limits. Performed field survey duties, including delineating jurisdictional limits, construction field staking, and overall party chief duties and office manager functions.
- **Survey Manager, Creekside Development Project (Murrieta, CA)** – Responsible for the preparation of final maps and various easements for local agencies and LAFCO/USACOE Exhibits for the 287-unit single family development. Directly responsible for all aspects of preparing maps, legal descriptions and coordinating approvals through all levels of government. Additionally, provided field survey services for the construction of the project.
- **Survey Manager, Aventine Complex Project (La Jolla, CA)** – Responsible for preparation of the ALTA exhibit, including field verification of all constraints/encroachments, easement restrictions and available utilities affecting the said site, as well as the final parcel map for the project. Directly in charge of the preparation of the map including defining ownerships, depicted three-dimensionally on the map.

EDUCATION:
Teaching Credentials, 1995, CADD
California State University, Long Beach

AFFILIATION:
American Public Works Association
American Society of Civil Engineers
American Council of Engineering Companies

REGISTRATION:
CADD Certification (1994) - AutoDesk University
CADD Certification (1986) - Fullerton Junior College, CA
ROP Program - Orange Unified School District

EXPERIENCE:
Mr. Kirk has twenty-two (22) years of increasingly responsible computer automated drafting experience and (6) six years with DMC Design Group, Inc., including the development and implementation of overall drafting standards for DMC. He received a teaching credential from California State University at Long Beach in CADD and has used this skill to teach DMC's stable of young CADD operators the correct way to prepare comprehensive plans for municipal improvement projects. Mr. Kirk has been DMC's CADD Manager for nearly two (2) years, applying his skills and experience to many projects involving site development, utility extensions, parking lot expansions and enhancements, landscape, irrigation and lighting improvements and street improvements.

Specific Mapping/CADD Manager assignments have included the following projects:

- *Heacock Street Improvement Project (Moreno Valley, CA);*
- *Alessandro Boulevard Street Improvement Project (Moreno Valley, CA);*
- *Hamner Avenue Widening Project (Norco, CA);*
- *Graham Street Improvement Project (Moreno Valley, CA);*
- *Annual Citywide Slurry Seal Improvement Project (2003–09) (Moreno Valley, CA);*
- *Phase II Los Serrano Neighborhood Infrastructure Improvement Project (Chino Hills, CA);*
- *El Dorado Colonia Street Improvement Project (El Centro, CA);*
- *Second Street Improvement Project (Norco, CA);*
- *Washington St./Ave. 42 Intersection Improvement Project (Palm Desert, CA);*
- *SR 79/Pacific Somerset Drive/Temecula Creek Drive Improvement Project (Temecula, CA);*
- *SR-111 (Vista Chino Road)/Sunrise Avenue Improvement Project (Palm Springs CA);*
- *Calimesa Boulevard Corridor Improvement Project (Calimesa, CA);*
- *Mesquite Avenue Improvement Project (Palm Springs, CA);*
- *Pepper Street Improvement Project (Moreno Valley, CA);*
- *McDonnel Street/Boeing Street Sidewalk Improvement Project (Moreno Valley, CA);*
- *Pan Am Boulevard Sidewalk Improvement Project (Moreno Valley, CA);*
- *Village Enhanced Traffic Control Devices (La Quinta, CA);*
- *Bristol Street Slope Protection Project (Costa Mesa, CA);*
- *Heroes Park Improvement Project (Lake Forest, CA);*
- *Floe-Packer Park Improvement Project (Lake Forest, CA);*
- *Santa Ana River Trail Staging Parking Lot Improvement Project (Colton, CA);*
- *El Toro I Public Restroom Improvement Project (Lake Forest, CA);*
- *Serrano Creek Public Restroom Improvement Project (Lake Forest, CA);*
- *Pittsford Park Public Restroom Improvement Project (Lake Forest, CA).*

EDUCATION:
A.A., 1978 General Studies
Lassen Community College

EXPERIENCE:
Ms. McConaughy is the owner of DMC Design Group and responsible for the day to day direction of the firm's resources. She has fourteen (14) years of experience in utility coordination and specification preparation for numerous civil engineering projects, especially in the area of municipal improvement and site development projects. Through her efforts to coordinate the improvement projects with utility companies, Ms. McConaughy has developed an extensive database of utility contacts in Orange, Los Angeles, Imperial and Riverside Counties and has been very successful in having utilities respond to utility notifications. The skills and experience she has developed over the last fourteen (14) years allows her to quickly obtain record plans and research documents necessary for site development and municipal improvement projects.

Specific Utility Coordinator assignments have included the following projects:

- *Alessandro Boulevard Street Improvement Project (Moreno Valley, CA);*
- *Lake Forest Drive Drainage Improvement Project (Lake Forest, CA);*
- *Phase II Los Serranos Storm Drain Improvement Project (Chino Hills, CA);*
- *Heacock Street Storm Drain Improvement Project (Moreno Valley, CA);*
- *Line 21/Line 22 Storm Drain Improvement Project (Palm Springs, CA);*
- *Graham Street Water Main Replacement Project (Moreno Valley, CA);*
- *Heacock Street Effluent Line Relocation Project (Moreno Valley, CA);*
- *Crystal Cove Historical District Utility Improvement Project (Orange County, CA);*
- *Pace Road Water Main Relocation Project (Moreno Valley, CA);*
- *Best Road Water Main Improvement Project (Brawley, CA);*
- *Hamner Avenue Widening Project (Norco, CA);*
- *El Dorado Colonia Street Improvement Project (El Centro, CA);*
- *Second Street Improvement Project (Norco, CA);*
- *Washington Street/Avenue 42 Intersection Improvement Project (Palm Desert, CA);*
- *SR 79/Pacific Somerset Drive/Temecula Creek Drive Improvement Project (Temecula, CA);*
- *SR-111 (Vista Chino Road)/Sunrise Avenue Improvement Project (Palm Springs CA);*
- *Calimesa Boulevard Corridor Improvement Project (Calimesa, CA);*
- *Mesquite Avenue Improvement Project (Palm Springs, CA);*
- *Pepper Street Improvement Project (Moreno Valley, CA);*
- *McDonnel Street/Boeing Street Sidewalk Improvement Project (Moreno Valley, CA);*
- *Pan Am Boulevard Sidewalk Improvement Project (Moreno Valley, CA);*
- *Village Enhanced Traffic Control Devices (La Quinta, CA);*
- *Iris Avenue Street Improvement Project (Moreno Valley, CA);*
- *Fifth Street Improvement Project (Calimesa, CA);*
- *Elsworth Street Improvement Project (Moreno Valley, CA);*
- *East Main Street (Historic Route 66) Improvement Project (Barstow, CA);*
- *Malan Street Improvement Project (Brawley, CA);*
- *Bristol Street Slope Protection Project (Costa Mesa, CA);*
- *Heroes Park Improvement Project (Lake Forest, CA).*

EDUCATION:

B.S., 1968, Civil Engineering
University of Illinois, Champaign-Urbana, Illinois

REGISTRATION:
Geotechnical Engineer, GE, 1987, CA
Civil Engineer RCE, 1986, CA

CERTIFICATIONS:
Seismic Hazards Analysis, Association of Engineering Geologist
Issues In Forensic Engineering
American Society of Civil Engineers,
Underground Storage Tank Management Short Course National Water Well Association Quality Geotechnical Lab Testing University of Missouri – Rolla

EXPERIENCE:
Mr. Curran has more than thirty-eight (38) years experience in geotechnical engineering and construction materials quality control. His service as staff engineer, project manager, senior engineer and engineering office manager has provided him with a high degree of technical experience, as well as effective administration experience, project management, and communicating with technical personnel. Mr. Curran has been involved with the geotechnical engineering aspect of many diverse projects including highways, parking lots, bridge structures, airport runways, high rise buildings, and commercial, industrial, and single family residential structures. Mr. Curran is also experienced in the testing and design of percolation, sewage disposal, and subsurface dewatering systems. These projects incorporated various types of deep and shallow foundation systems, over-excavation and fill placement, excavation shoring, cut and fill slope stabilities, and pavement design. He is also experienced in testing and quality control of construction materials including soils, concrete, hot mix asphaltic (HMA) concrete, and structural steel.

His recent project experience includes:

STREET IMPROVEMENTS:

- *Geotechnical Study – Haven Avenue widening between the I-10 and the I-60 (Ontario, CA)*
- *Geotechnical Study – Washington Blvd. widening north of the I-10 in Sun City (Palm Desert, CA)*

BRIDGES:

- *Rio Rancho Road bridge over the Chino Valley Freeway (State Route 71) (Pomona, CA)*
- *Gypsum Canyon Road bridge over the Santa Ana River (Yorba Linda, CA)*
- *Haven Avenue bridge widening over the I-60 (Ontario, CA)*
- *SPT Co. RR bridge over Haven Avenue (Ontario, CA)*
- *Red Hill Avenue bridge over the I-5 (Tustin, CA)*
- *SPT Co. RR bridge over Lincoln Avenue (Anaheim, CA)*
- *Highway Bridge over BN & SF Railroad, The Gateway Center Project (Box Springs Area of Riverside County, CA)*

CHANNEL IMPROVEMENTS:

- *Geotechnical Study – Deer Creek Channel In Vicinity of I-60 (Ontario, CA)*
- *Geotechnical Study – Lytle Creek Levee Evaluation in the Vicinity of I-15 (Devore Area, San Bernardino County, CA)*
- *Geotechnical Study – Marshall Creek Channel, North of Cougar Ranch Road (Beaumont, Riverside County, CA)*

STORM AND SANITARY SEWERS:

- *Geotechnical Study – Euclid Street between Ball Road and Garden Grove Blvd. (Anaheim/Garden Grove, CA)*

EDUCATION:

Juris Doctor
Western State University College of Law (Fullerton, CA)

Master of Arts, Political Science, Specializing Public Policy
San Diego State University (San Diego, CA)

Bachelor of Arts, Political Science
Sonoma State University (Rohnert Park, CA)

EXPERIENCE:

Ms. Griffith has over has over ten (10) years of progressively responsible experience in planning, environmental planning and analytical studies. She has experience in developing long and short-term plans for land use, growth and revitalization of urban, suburban and rural communities. Additionally, she has written and reviewed a wide variety of environmental planning documents that includes several different technical reports. She has worked for both public agencies and private companies. Ms. Griffith was the Environmental Task Leader for the following DMC Design Group, Inc. projects:

- **Alessandro Boulevard Improvement Project (Moreno Valley, CA)** – Responsible for the NEPA/CEQA environmental clearance for the proposed ultimate and phased roadway widening improvements to a 9,000-foot segment of Alessandro Boulevard, from Interstate 215 to Frederick Street.

- **Agua Caliente Cultural Museum Road and Drainage Improvement Project (Palm Springs, CA)** – Responsible for the NEPA/CEQA environmental clearance for this federally funded project involving 1,000 feet of roadway widening and extension improvements and 1,350 feet of storm drain improvements to Hermosa Drive in the City of Palm Springs.

Other relevant project experience includes the following projects:

- **Nuevo Business Park EIR (Riverside County, CA)** – Prepared the EIR for a Tentative Parcel Map in the County of Riverside which subdivided an approximately 65-acre site into twenty-four (24) parcels for the future development of uses permitted by Riverside County for Industrial Park uses.

- **Oleander Business Park EIR (Riverside County, CA)** – Assisted in the preparation of an EIR for a Tentative Parcel Map which subdivided approximately seventy (70) gross acres into five (5) parcels ranging in size from six (6) gross acres to twenty-eight (28) gross acres.

- **Coachella 273 EIR and Specific Plan (Riverside County, CA)** – Managed the preparation of a Specific Plan and the EIR in the Coachella Valley for a 300-acre, master-planned residential and commercial community. Ms. Griffith also coordinated efforts with the planning team to incorporate project design features, development standards, design guidelines and a zoning ordinance.

- **Highland Fairview Corporate Park EIR (City of Moreno Valley)** – Managed the preparation of an EIR for a Tentative Parcel Map in the City of Moreno Valley. The TPM creates parcels on approximately one hundred-sixty (160) acres for two logistics buildings, two commercial projects, and future SR-60 right-of-way. The proposed industrial park that would include the Sketchers distribution center incorporated recycled construction materials, photovoltaic panels, and meet other "green" building standards. Built in three (3) phases, it would include the 1.8-million-square-foot Sketchers building in the first phase, a smaller logistics building and retail center in the second phase, and another retail center in the third phase.

- **Martell Business Park Master Plan Amendment FEIR (County of Amador)** – Managed the preparation of a FEIR for an amendment to the Martell Business Park Master Plan and zone change. The amendment and zone changes are update to the current business park master plan to reflect the actual development that has occurred within the planning area. This includes a re-designation of approximately fifteen (15) acres from light commercial to commercial land use. A boundary line adjustment between the medium manufacturing and light manufacturing land areas adds some permitted uses to the light manufacturing and medium manufacturing land use areas

EDUCATION:
Business Management
University of Phoenix, Fountain Valley, CA
Business Administration Curriculum
Long Beach City College, Long Beach, CA
Orange Coast College, Costa Mesa, CA

REGISTRATION:
Real Estate License, California

EXPERIENCE:
Working in the right-of-way profession since 1987, Mr. Mendoza has served as project manager and principal negotiator on hundreds of projects, including redevelopment, school construction, water facilities, road improvement, public and private utilities, telecommunications, private developments, cost estimates, permitting and land dispositions. As Senior Project Manager for Overland, Pacific & Cutler, Inc. his ability to meet project challenges is the result of his extensive resources and knowledge of federal, state and local acquisition, relocation, environmental and redevelopment law and the condemnation process. Mr. Mendoza specializes in transportation, school district, community and redevelopment, water and special district projects. His areas of expertise include overall project management, budgeting, and project cost estimates; part- and full-take acquisitions; commercial, residential and industrial relocation assistance projects; eminent domain support; and appraisal review. Mr. Mendoza currently manages the right-of-way acquisition program for the Orange County Transportation Authority's SR-22 Improvement Project, Imperial Highway Smart Street Project, Hamner Avenue Widening Project, Moulton Parkway Smart Street Project and Pigeon Pass Widening Project. Specific assignments have included the following:

- **Local Public Agencies** – He has managed several projects for public agencies involving railroad access, realignment and noise attenuation including projects for the City of Irvine, Orange County Transportation Authority, WorldPort Los Angeles, City of Long Beach and City of San Juan Capistrano. As a project manager, he has managed municipal right-of-way intersection improvement and street widening projects for the City of Los Angeles, City of Moreno Valley, City of Murrieta, City of Norco, City of Mission Viejo, City of Los Alamitos, City of Stanton and the City of Costa Mesa. Mr. Mendoza has also completed an alternative wind energy site acquisition project for the Los Angeles Department of Water & Power in the City of Tehachapi. Other notable projects under his leadership include GTE Telecommunications remote switching stations site location and acquisition and the Bolsa Chica Pipeline Project for Long Beach Oil and Gas Department.

- **Redevelopment & Economic Development** – Throughout Mr. Mendoza's career, he has been recognized as an invaluable asset in the performance of full-take acquisition projects for community and redevelopment agencies. His understanding of redevelopment law has enabled him to manage projects from inception to completion with outstanding results. Mr. Mendoza has been a hands-on project manager for many of the Community Development Commission of the County of Los Angeles' projects including the West Altadena Shopping Center Project. He has also completed acquisition services for the Brentwood Village Project for the Garden Grove Agency for Community Development. Other notable community development agencies in which he has provided services include the San Gabriel RDA, Long Beach RDA, Signal Hill RDA, Ontario RDA, Inglewood RDA and Glendale Community Development.

Specific assignments for DMC Design Group, Inc. include the following:

- Right-of-Way Agent, Heacock Street Improvement Project (Moreno Valley, CA)
- Right-of-Way Agent, Alessandro Boulevard Improvement Project (Moreno Valley, CA)
- Right-of-Way Agent, Second Street Improvement Project (Norco, CA)

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
[X] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	[X] a. bid/offer/application b. initial award c. post-award	[X] a. initial b. material change **For Material Change Only:** year ___ quarter _____ date of last report _____

4. Name and Address of Reporting Entity [X] Prime [ ] Subawardee Tier _____, if known **Congressional District,** if known	**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:** **UNKNOWN** **Congressional District,** if known
6. Federal Department/Agency:	**7. Federal Program Name/Description:** **CFDA Number,** if applicable _____
8. Federal Action Number, if known: **UNKNOWN**	**9. Award Amount,** if known: **N/A**
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI) **NONE**	**b. Individuals Performing Services** (including address if different from No. 10a) (last name, first name, MI) **N/A**
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ Print Name: **DAVID M. COSPER, P.E., Q.S.D.** Title: **PRINCIPAL ENGINEER** Telephone No.:**(951) 549-8100 x.706** Date: **02/17/2011**

Federal Use Only:

Authorized for Local Reproduction
Standard Form – LLL Rev. 7-97

Standard Form LLL Rev. 06-04-90
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Certification for Contracts, Grants, Loans, and Cooperative Agreements
(Federal Fiscal Year January 1 2011 to December 31, 2011)

I, , hereby certify on behalf
(Name and Title of Grantee official)

David M. Cosper, P. E., Q.S.D, Principal

Of **DMC Design Group, Inc.,** that
(Name of Grantee)

David M. Cosper

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, of cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, an cooperative agreements) which exceed $100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more that $100,000 for each such failure.

Executed this 17th of January, 2011.

By: _____
(Signature of authorized official)

Principal
(Title of authorized official)

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LIST OF SUBCONSULTANTS

PROJECT NAME: **PROFESSIONAL DESIGN CONSULTANT SERVIC ES FOR STORM DRAIN IMPROVEMENTS IN MORENO TOWNSITE AREA BETWEEN ALESSANDRO BLVD. AMD DRAINAGE FACILITY F**

PROJECT NO: **11-12566730**

CONSULTANT NAME: **DMC DESIGN GROUP, INC.**

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK
HILLTOP GEOTECHNICAL, INC.	Geotechnical Investigations
TELEPHONE ***(909) 890-9079***	
ADDRESS ***27210 EAST THIRD STREET***	
CITY, STATE ZIP ***HIGHLAND, CA 92346***	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK
PMC WORLD, INC.	Environmental Clearance and Studies
TELEPHONE ***(310) 818-7222***	
ADDRESS ***21171 S. WESTERN AVENUE, SUITE 200***	
CITY, STATE ZIP *TORRANCE, CA 90501*	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK
OVERLAND, PACIFIC & CULTER, INC.	Right-of-Way Real Estate Services
TELEPHONE ***(562) 304-2000***	
ADDRESS ***100 W. BROADWAY, SUITE 500***	
CITY, STATE ZIP ***LONG BEACH, CA 90802***	

Duplicate this form as necessary to report all subconsultant(s) information.

DMC Design Group, Inc.
Maple Centre
170 N. Maple St., Suite 101
Corona, CA 92880

(951) 549-8100 Fax (951) 549-8102

February 17, 2011

Quang Nguyen, P.E.—Senior Engineer
City of Moreno Valley
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805

RE Proposal For Professional Design Consultant Services For Storm Drain Improvements In Moreno Townsite Area Between Alessandro Boulevard and Drainage Facility Line F, Project No. 11-12566730 (Revised 3/25/2011)

Dear Mr. Nguyen:

DMC Design Group will provide the following services, as outlined in our February 17, 2011 proposal for the referenced project for the following fixed price "Not to Exceed" fee:

	Task	Not to Exceed Fees	
		Total Project	Addendum No. 1 Reduced Project Scope
Task 1	Project Management	$15,980	$15,980
Task 2	Research	$2,860	$2,860
Task 3	Topographic/Boundary Surveys	$8,920	$8,920
Task 4	Base Mapping	$3,300	$3,300
Task 5	Utility Coordination	$16,280	$16,280
Task 6	Right of Way Support	$9,840	$9,840
Task 7	Easement Acquisitions (Optional, Fee Not Included)	$0	$0
Task 8	Environmental Clearance	$28,035	$0
Task 9	Special Studies	$33,560	$33,560
Task 10	Plans, Specifications and Estimates	$31,900	$0
Task 11	Riverside County Flood Control Coordination	$2,820	$0
Task 12	Bid/Construction Support Services	$3,680	$0
Task 13	As-Built Plans	$2,140	$0
Task 14	Project GASB Documentation	$780	$0
Task 15	Data Transfer	$1,000	$0
Task 16	Assigned Services As Directed by City (Optional)	$4,995	$4,995
	DIRECT COSTS	$5,926	$1,991
	TOTAL	**$172,016**	**$97,726**

Attached are a Schedule of Hourly Rates and a Resource Matrix detailing each resource's hourly assignments to each task.

Additional/Optional Item

Each Additional Utility Potholes	$1,100
Each Additional Plat Maps/Legal Descriptions	$1,500

We look forward to working with the City of Moreno Valley Capital Project Division and would very much like to discuss providing our engineering services on the proposed storm drain improvements to Moreno Townsite. Should you have any questions or concerns, do not hesitate to contact me.

Sincerely,
DMC Design Group, Inc.

David M. Cosper, P.E.
Principal

ATTACHMENT Schedule of Hourly Rates
Resource Matrix

MARCH 25, 2011

PROFESSIONAL DESIGN CONSULTANT SERVICES
STORM DRAIN IMPROVEMENTS IN MORENO TOWNSITE
BETWEEN ALESSANDRO BOULEVARD AND DRAINAGE FACILITY F
PROJECT NO. 11-12566730
(REVISED 3/25/2011)

TASK	DESCRIPTION	DMC DESIGN GROUP, INC.									
		PROJECT MANAGER	PROJECT ENGINEER	DESIGN ENGINEER	CADD OPERATOR	TECHNICIAN	SURVEY MANAGER	2-MAN SURVEY TEAM	UTILITY COORDINATOR	WORD PROCESSOR	TOTAL LABOR
Task 1	**Project Management**										
	Task 1.01 Project Kick-Off Meeting	4	4						4	4	16
	Task 1.02 Project Meetings (24)	48	24						16	24	112
	Task 1.03 Monthly Project Updates (9)	8									8
Task 2	**Research**		2			24			8	8	42
Task 3	**Topographic/Boundary Surveys**						8	40			48
Task 4	**Base Mapping**		2	8	24						34
Task 5	**Utility Coordination**				16				20	8	44
Task 6	**Right of Way Support**										
	Task 6.01 Right of Way Map				16						16
	Task 6.02 Right of Way Documents (12)		4	48	24					8	84
Task 7	**Easement Acquisitions (Optional, Fee Not Included)**										0
Task 8	**Environmental Clearance (Optional)**		4	8		16				8	36
Task 9	**Special Studies**										
	Task 9.01 Drainage Study		16	40						8	64
	Task 9.02 Storm Drain Alignment Concept Plans		4	24	64						92
	Task 9.03 Geotechnical Study		4								4
Task 10	**Prepare Final PS&E Documents (Optional)**										
	Task 10.01 Plans (50)		8	36	240				4		288
	Task 10.02 Specifications		4	16						8	28
	Task 10.03 Estimates		4	16							20
Task 11	**RCFC Coordination (Optional)**		16			8				4	28
Task 12	**Bid/Construction Support (Optional)**		2	16	16					4	38
Task 13	**As-Built Plans (Optional)**		2	4	16						22
Task 14	**GASB Documentation (Optional)**		2			8					10
Task 15	**Document Transfer (Optional)**		2			8				4	14
Task 16	**Unassigned Services as Directed by City**	2	4	8	16	17			4	8	59
	Total Hours	62	108	224	432	81	8	40	56	96	1107

MV00198046

MARCH 25, 2011

PROFESSIONAL DESIGN CONSULTANT SERVICES
STORM DRAIN IMPROVEMENTS IN MORENO TOWNSITE
BETWEEN ALESSANDRO BOULEVARD AND DRAINAGE FACILITY F
PROJECT NO. 11-12566730
(REVISED 3/25/2011)

TASK	DESCRIPTION	DMC DESIGN GROUP, INC									TOTAL LABOR	LABOR COST	TOTAL TASK COST
		PROJECT MANAGER	PROJECT ENGINEER	DESIGN ENGINEER	CADD OPERATOR	TECHNICIAN	SURVEY MANAGER	2-MAN SURVEY TEAM	UTILITY COORDINATOR	WORD PROCESSOR			
Task 1	Project Management												
	Task 1.01 Project Kick-Off Meeting	4	4						4	4	16	$1,680	$1,680
	Task 1.02 Project Meetings (24)	48	24						16	24	112	$10,080	$10,080
	Task 1.03 Monthly Project Updates (9)	8									8	$1,240	$1,240
Task 2	Research		2			24			8	8	42	$2,660	$2,660
Task 3	Topographic/Boundary Surveys						8	80			88	$8,020	$8,020
Task 4	Base Mapping		2	8	24						34	$3,300	$3,300
Task 5	Utility Coordination				16				20	8	44	$3,360	$10,280
Task 6	Right of Way Support												
	Task 6.01 Right of Way Map				16						16	$1,440	$1,440
	Task 6.02 Right of Way Documents (12)		4	48	24					8	84	$8,400	$8,400
Task 7	Easement Acquisitions (Optional, Fee Not Included)										0	$0	$0
Task 8	Environmental Clearance (Optional)		4	8		16				8	36	$2,880	$26,095
Task 9	Special Studies												
	Task 9.01 Drainage Study		16	40						8	64	$6,920	$6,920
	Task 9.02 Storm Drain Alignment Concept Plans		4	24	64						92	$8,920	$8,920
	Task 9.03 Geotechnical Study		4								4	$520	$17,720
Task 10	Prepare Final PS&E Documents (Optional)												
	Task 10.01 Plans (50)		8	36	240				4		288	$26,900	$26,900
	Task 10.02 Specifications		4	16						8	28	$2,720	$2,720
	Task 10.03 Estimates		4	16							20	$2,280	$2,280
Task 11	RCFC Coordination (Optional)		16			8				4	28	$2,920	$2,920
Task 12	Bid/Construction Support (Optional)		2	16	16					4	38	$3,680	$3,680
Task 13	As-Built Plans (Optional)		2	4	16						22	$2,140	$2,140
Task 14	GASB Documentation (Optional)		2			8					10	$760	$760
Task 15	Document Transfer (Optional)		2			6				4	12	$1,000	$1,000
Task 16	Unassigned Services as Directed by City	3	4	8	16	17			4	8	56	$4,905	$4,905
	Total Hours	62	108	224	432	81	8	40	56	96	1107	$110,835	$166,090
	HOURLY RATE	$155.00	$130.00	$110.00	$80.00	$65.00	$115.00	$200.00	$75.00	$55.00		DIRECT COSTS	$5,926
	TOTAL LABOR COSTS	$9,610	$14,040	$24,640	$35,880	$5,265	$920	$8,000	$4,200	$5,280		TOTAL	$172,016

SUBCONSULTANTS

TASK 5 - SAF-R-DIG (20 UTILITY POTHOLES $600/POTHOLE)	$12,000
TASK 9.02 - HILLTOP GEOTECHNICAL SERVICES	$16,000
TASK 8 - ENVIRONMENTAL CLEARANCE (APE MAP)	$2,200
TASK 8 - ENVIRONMENTAL CLEARANCE (AIR QUALITY REPORT)	$1,760
TASK 8 - ENVIRONMENTAL CLEARANCE (NOISE)	$2,700
TASK 8 - ENVIRONMENTAL CLEARANCE (CULTURAL RESOURCES)	$3,200
TASK 8 - ENVIRONMENTAL CLEARANCE (PALEONTOLOGICAL RESOURCES TECH STUDY)	$2,100
TASK 8 - ENVIRONMENTAL CLEARANCE (BIOLOGIACAL RESOURCES)	$4,600
TASK 8 - ENVIRONMENTAL CLEARANCE (WETLANDS DELINEATION)	$3,500
TASK 8 - ENVIRONMENTAL CLEARANCE (PREPARE DRAFT/FINAL IS/MND)	$3,200
Subtotal	$51,400
7.5% Mark-Up on Subconsultants	$3,855
Total on Subconsultants	$55,255

DIRECT COSTS

REPRODUCTIONS - SPECIAL STUDIES (3 COPIES *50 PPG*3 REPORTS@$0.25/SHEET)	$113
REPRODUCTIONS - 35% PLANS (4 COPIES*10 SHEETS*$6/SHEET)	$240
REPRODUCTION - 65% PS&E'S (4 COPIES*48 SHEETS*$6/SHEET+4 COPIES OF SPECS)	$1,080
PICTURES/VIDEOS	$1,000
Subtotal - Direct Costs	$5,513
7.5% Mark-Up on Direct Costs	$413
Total Direct Costs	$5,926

MV00198047

SCHEDULE OF HOURLY BILLING RATES

OFFICE PERSONNEL

Principal	$185.00/hr
Project Manager	$155.00/hr
Project Engineer	$130.00/hr
Design Engineer	$110.00/hr
Electrical Engineer	$110.00/hr
Traffic Engineer	$110.00/hr
Structural Engineer	$110.00/hr
CADD Manager	$110.00/hr
CADD Operator	$90.00/hr
Utility Coordinator	$75.00/hr
Technician	$65.00/hr
Word Processor	$55.00/hr

FIELD PERSONNEL

Construction Manager	$155.00/hr
Resident Engineer	$145.00/hr
Inspection Manager	$140.00/hr
Survey Manager	$115.00/hr
Two-Man Survey Party w/ Vehicle & Equipment	$200.00/hr
Three-Man Survey Party w/ Vehicle & Equipment	$310.00/hr
Field Technician	$90.00/hr
Public Works Inspector	$120.00/hr

Outside services, subconsultants and direct costs are billed at cost plus 7.5% for administration, coordination and handling. Scheduled overtime will be billed at 125% of hourly billing rates. Terms are net thirty (30) days with 1.5% per month interest charges. The above schedule is for straight time hours.

(Revised 3/25/2011)

EXHIBIT C

CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

MV00198049

EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed **$247,786.00**.
2. The consultant will submit an invoice to the City once a month for work completed based on milestones completed and accepted by the City, which documentation evidencing milestones completed to date (refer to milestones identified in Section VIII, Payment to Consultant in Exhibit "A" – City's Request for Proposal). At no time will the City pay for more services than have been satisfactorily completed, and the City Engineer's (or his/her representative's) determination of the amount due for any progress payment shall be final.
3. The Consultant's invoice shall include all subconsultant invoices for the same period as the Consultant's invoice.
4. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of completing the referenced milestones as determined by the City.

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Budget Appropriation Adjustment Form

1 Date: March 29, 2011
2 Department: Public Works
3 Division: Captial Projects Division

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552
www.moval.org

4 ***Type of Adjustment:***

5 ◉ A) New/Additional Appropriations (Expense) from Reserves/Fund Balance
6 Required Signatures: 1: City Council

7 ○ B) New/Additional Appropriations (Expense) with offsetting Revenue (no net budgetary impact).
8 Required Signatures: 1: Requestor 2: Dept. Head 3: Bdgt. Officer 4: FASD Director 5: City Manager

9 ○ C) Transfers between Funds & Departments (no net budgetary impact)
10 Required Signatures: 1: Requestor 2: Dept. Head 3: Bdgt. Officer 4: FASD Director 5: City Manager

Council Action Date

11 ○ D) Transfers between Capital Improvement Plan (CIP) projects (no net budgetary impact)
12 Required Signatures: 1: Requestor 2: Dept. Head 3: Bdgt. Officer 4: FASD Director 5: City Manager

Council Action No.

13 ○ E) Transfers between Division, Business Units & Object Codes within the same Department & Fund (no net budgetary impact)
14 Required Signatures: 1: Requestor 2: Dept. Head 3: Bdgt. Officer 4: FASD Director

15 ○ Revenue ◉ Fund Balance

16 Fund	Program/ Business Unit	Account/ Object Code	Current Budget	Increase/ (Decrease)	Revised/ Budget	Justification/Reason for Budget Appropriation Adjustment
17 125	125	3911	$1,328,597	($430,000)	$898,597	The City received a supplemental HMPG grant approval of $322,000 for a total of $1,500,000 in federal-aid funding. The additional grant funding requires a corresponding increase in the City match requirement.
18					$0	
19					$0	
20					$0	
21	TOTAL		$1,328,597	($430,000)	$898,597	

22 ***Expense***

23 Fund	Program/ Business Unit	Account/ Object Code	Current Budget	Increase/ (Decrease)	Revised/ Budget	Justification/Reason for Budget Appropriation Adjustment
24 125	85523	7200	$505,734	$108,000	$613,734	The City received a supplemental HMPG grant approval of $322,000 for a total of $1,500,000 in federal-aid funding. The additional grant funding requires a corresponding increase in the City match requirement.
25 125	66730	7200	$1,178,000	$322,000	$1,500,000	
26					$0	
27					$0	
28	TOTAL		$1,683,734	$430,000	$2,113,734	

29 ***Transfer OUT (From)***

30 Fund	Program/ Business Unit	Account/ Object Code	Current Budget	Increase/ (Decrease)	Revised/ Budget	Justification/Reason for Budget Appropriation Adjustment
31		6923			$0	
32		6923			$0	
33	TOTAL		$0	$0	$0	

34 ***Transfer IN (To)***

35 Fund	Program/ Business Unit	Account/ Object Code	Current Budget	Increase/ (Decrease)	Revised/ Budget	Justification/Reason for Budget Appropriation Adjustment
36		4701			$0	
37		4701			$0	
38	TOTAL		$0	$0	$0	

39 Prepared by: Requestor	Linda Wilson LW	Extension: 3132	Date: 03/29/11
40 Authorization: Department Head		Extension:	Date:
41 Approval as to Funds: Budget Officer		Extension:	Date:
42 Authorization: Fin. & Admin. Svcs. Dir.		Extension:	Date:
43 Authorization: City Manager		Extension:	Date:

Co	Account Number	LD	Description	Prior Year-End Balance	Postings This Period	Postings Year-To-Date	Current Balance
00125	125. A	1	MEASURE "A" FUND				
00125	125. B	2	MEASURE "A" FUND				
00125	125.1000	4	ASSETS AND OTHER DEBITS				
00125	125.1001	5	CASH AND INVESTMENTS				
00125	125.1002	6	Cash in Bank	5,924,550.24			5,924,550.24
00125	125.1002.99999	7	Inter-Co Cash	4,455,978.46	52,815.59-	547,704.66	5,003,683.12
			Cash in Bank	10,380,528.70	52,815.59-	547,704.66	10,928,233.36
			CASH AND INVESTMENTS	10,380,528.70	52,815.59-	547,704.66	10,928,233.36
00125	125.1070	5	ACCOUNTS RECEIVABLE				
00125	125.1072	6	A/R -General	783,536.87	777.00	782,759.19-	777.68
			A/R -General	783,536.87	777.00	782,759.19-	777.68
			ACCOUNTS RECEIVABLE	783,536.87	777.00	782,759.19-	777.68
00125	125.1100	5	OTHER RECEIVABLES				
00125	125.1104	6	Due from Other Govts/Agencies	769,592.21		769,592.21-	
			OTHER RECEIVABLES	769,592.21		769,592.21-	
			ASSETS AND OTHER DEBITS	11,933,657.78	52,038.59-	1,004,646.74-	10,929,011.04
00125	125.2000	4	LIABILITIES & OTHER CREDITS				
00125	125.2001	5	ACCOUNTS PAYABLE				
00125	125.2002	6	Accounts Payable	216,130.95-	106,659.62	212,350.25	3,780.70-
			Accounts Payable	216,130.95-	106,659.62	212,350.25	3,780.70-
			ACCOUNTS PAYABLE	216,130.95-	106,659.62	212,350.25	3,780.70-
00125	125.2021	5	RETENTIONS PAYABLE - HEADER				
00125	125.2022	6	Retentions Payable	128,719.18-	1,397.90-	6,986.81-	135,705.99-
			RETENTIONS PAYABLE - HEADER	128,719.18-	1,397.90-	6,986.81-	135,705.99-
00125	125.2100	5	OTHER ACCRUED LIABILITIES				
00125	125.2110	7	Payroll & Benefits Accrual	24,207.24-		24,207.24	
			Accrued Payroll Liability	24,207.24-		24,207.24	
			OTHER ACCRUED LIABILITIES	24,207.24-		24,207.24	
00125	125.2400	5	DEFERRED REVENUES				
			LIABILITIES & OTHER CREDITS	369,057.37-	105,261.72	229,570.68	139,486.69-
00125	125.3000	4	FUND EQUITY				
00125	125.3001	5	INCOME SUMMARY				
00125	125.3104	5	FUND BALANCE, RESERVED				
00125	125.3106	6	Reserve-Encumbrances	1,550,473.00-			1,550,473.00-
			FUND BALANCE, RESERVED	1,550,473.00-			1,550,473.00-
00125	125.3111	5	FUND BALANCE-UNRES.,DES.				
00125	125.3202	6	Designated - Continuing Approp	8,465,530.00-			8,465,530.00-
			FUND BALANCE-UNRES.,DES.	8,465,530.00-			8,465,530.00-
00125	125.3910	5	FUND BAL.-UNRESERVED,UNDESIGNA				
00125	125.3911	6	Fund Bal.-Unres.,Undes.	1,548,597.41-			1,548,597.41-
			FUND BAL.-UNRESERVED,UNDESIGNA	1,548,597.41-			1,548,597.41-

2/8/11 CC Agenda 220,000
1,328,597.41 -

MV00198052

Co	Account Number	LD	Description	Prior Year-End Balance	Postings This Period	Postings Year-To-Date	Current Balance
			FUND EQUITY	11,564,600.41-			11,564,600.41-
			MEASURE "A" FUND		53,223.13	775,076.06-	775,076.06-
00125	1250. B	2	MEASURE "A" FUND				
00125	1250.4500	4	REVENUE - MISCELLANEOUS				
00125	1250.4555	5	Reimbursement Agreement			29,171.15-	29,171.15-
00125	1250.4556.10	6	Interest Income - Investments		20,884.13-	159,772.68-	159,772.68-
			INTEREST INCOME		20,884.13-	159,772.68-	159,772.68-
00125	1250.4574	5	Other Misc. Revenue		93.10-	7,532.87-	7,532.87-
			REVENUE - MISCELLANEOUS		20,977.23-	196,476.70-	196,476.70-
00125	1250.4600	4	REVENUE - INTERGOVERNMENTAL				
00125	1250.4650	5	RCTC Sales Tax		249,362.02-	1,231,668.50-	1,231,668.50-
00125	1250.4659.2	6	Fed Reimb-Capital		777.00-	777.67-	777.67-
			Federal Reimbursements		777.00-	777.67-	777.67-
			REVENUE - INTERGOVERNMENTAL		250,139.02-	1,232,446.17-	1,232,446.17-
00125	1250.4700	4	REVENUE - TRANSFERS				
			MEASURE "A" FUND		271,116.25-	1,428,922.87-	1,428,922.87-
			MEASURE "A" FUND		217,893.12-	2,203,998.93-	2,203,998.93-
			Grand Total		217,893.12-	2,203,998.93-	2,203,998.93-

MV00198053

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: April 26, 2011

TITLE: APPROVE THE CITY OF MORENO VALLEY'S FIVE-YEAR MEASURE "A" LOCAL STREETS AND ROADS CAPITAL IMPROVEMENT PLAN (CIP) AND MAINTENANCE OF EFFORT (MOE) CERTIFICATION STATEMENT FOR THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC) MEASURE "A" LOCAL FUNDS PROGRAM, FISCAL YEAR (FY) 2012-2016

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the City of Moreno Valley's Five-Year Measure "A" Local Streets and Roads CIP and MOE for the RCTC Measure "A" Local Funds Program, FY 2012-2016.

2. Authorize submittal of the RCTC Measure "A" Local Streets and Roads CIP and MOE for the RCTC Measure "A" Local Funds Program, FY 2012-2016.

3. Authorize staff to submit an amended five-year plan to RCTC if changes are made by City Council to the listed Measure "A" projects as part of the upcoming FY 2011/12 budget approval process.

BACKGROUND

The Riverside County Transportation Commission Ordinance No. 02-001, as enacted pursuant to the provisions of Division 25 of the Public Utilities Code, specifies that local cities and counties must submit an annual Five-Year CIP to receive Measure "A" funds. RCTC requires local agencies to submit their 2012-2016 Five Year CIP for Measure "A" by May 13, 2011. The program is subject to amendment after review and approval by RCTC.

The City of Moreno Valley has received Measure "A" funds (local sales tax) for expenditures on local streets since November 1989.

DISCUSSION

Measure "A" is a major funding source for transportation infrastructure improvements. The total amount of funding received from FY 1989/90 through FY 2009/10 is $59.8 million. The City is scheduled to receive $2,461,000 in Measure "A" revenue by FY 2010/11 year-end and $2,480,000 in funding for FY 2011/12. The City's Measure "A" Fund Balance also receives revenue from several supplementary sources:

- Interest income
- Federal-aid awards
- State grants
- County/Local grants
- Sale of plans and specs

The total revenue received from these integral funding sources since FY 1989/90 is in excess of $28 million. Because Measure "A" funds are used to provide required City matching funds for federal, state and county transportation grant awards, the reimbursement from these grants is deposited into the Measure "A" Fund Balance. The sale of plans and specs for projects going out to bid is designated as an additional source of income although this revenue recoups the cost incurred in the printing and publishing of the documents. The income received from these supplemental revenue sources, combined with the annual Measure "A" revenue from RCTC provides the funding to construct multi-million dollar projects.

RCTC requires all local jurisdictions to submit an annual five-year CIP for continued receipt of Measure "A" Local Streets and Roads funds. As required by RCTC, the attached tables include the actual FY 2010/11 Measure "A" budget approved by Council, as well any budget appropriation adjustments during the fiscal year. Additional tables include proposed projects for FY 2011/12 and planned projects for FY 2012/13 through FY 2015/16. The listed projects are consistent with the City's Capital Improvement Program. All identified projects meet the criteria for Measure "A" funding.

The projects are included in the Measure "A" Five-Year CIP to satisfy RCTC Ordinance No. 02-001. Although RCTC requires this information by May 13, 2011, the City Council may make any changes to the list of projects as part of the City's annual budget approval process. City staff can forward the amended Measure "A" project list to RCTC once the City's budget is approved.

RCTC Ordinance No. 02-001 also requires the City to provide an executed MOE Certification Statement indicating that Measure "A" funds will not replace local discretionary funds used for the City's transportation issues, but will be in addition to the City's funds for transportation purposes.

ALTERNATIVES

1. Approve the City of Moreno Valley's Five-Year Measure "A" Local Streets and Roads CIP and MOE for the RCTC Measure "A" Local Funds Program, FY

2012-2016, authorize submittal of the RCTC Measure "A" Local Streets and Roads CIP and MOE for the RCTC Measure "A" Local Funds Program, FY 2012-2016, and authorize staff to submit an amended five-year plan to RCTC if changes are made by City Council to the listed Measure "A" projects as part of the upcoming FY 2011/12 budget approval process. *This alternative supports a major funding source for roadway and other infrastructure improvements.*

2. Do not approve the City of Moreno Valley's Five-Year Measure "A" Local Streets and Roads CIP and MOE for the RCTC Measure "A" Local Funds Program FY 2012-2016, do not authorize submittal of the RCTC Measure "A" Local Streets and Roads CIP and MOE for the RCTC Measure "A" Local Funds Program, FY 2012-2016, and do not authorize staff to submit an amended five-year plan to RCTC if changes are made by City Council to the listed Measure "A" projects as part of the upcoming FY 2011/12 budget approval process. *This alternative eliminates Measure "A" funding.*

FISCAL IMPACT

The timely approval and submittal of the Five-Year CIP by May 13, 2011, ensures continued receipt of Measure "A" funds for FY 2011/12. Measure "A" funds can only be used for transportation purposes.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

The City of Moreno Valley is required to submit an annual Five-Year CIP for Measure "A" projects and a MOE certification for continued receipt of Measure "A" funds.

ATTACHMENTS

ATTACHMENT "A" – MOE Certification Statement

ATTACHMENT "B" - Riverside County Transportation Commission, Measure "A" Local Streets and Roads Fund Program, FY 2011-2012 Approved Budget

ATTACHMENT "C" - Riverside County Transportation Commission, Measure "A" Local Streets and Roads Five Year CIP, FY 2012-2016

ATTACHMENT "D" – MOE Projection for FY 2010/11

Prepared By
Linda Wilson
Senior Management Analyst

Concurred By
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval
Chris Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\CapProj\Measure A\5-Year CIP\2011-16\MOE Certification Staff Report 05-10-11.doc

2010-2039 MEASURE A PROGRAM
MAINTENANCE OF EFFORT
CERTIFICATION STATEMENT

The undersigned hereby agrees and certifies for the City of Moreno Valley that sales tax transportation funds received pursuant to Ordinance No. 02-001 of the Riverside County Transportation Commission (Measure A – Local Streets and Roads) shall be used in compliance with the Commission's Maintenance of Effort Guidelines, and that the Agency shall not use such funds to replace discretionary General Funds previously expended by the Agency for local transportation (construction and maintenance) purposes. The Agency hereby acknowledges that the failure of the Agency to continue such local expenditure shall result in a loss of Measure A funds. Additionally, the Agency commits to expending Measure A Local Streets and Roads funds for projects listed in the Five Year Capital Improvement Program.

Enclosure: Agency Measure "A" 5-Year CIP

_____
Henry Garcia, City Manager

_____
Date

Attachment "A"

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
PROJECT STATUS REPORT FY 2010-2011

Agency: City of Moreno Valley

Prepared by: Linda Wilson
Phone No: 951-413-3132
Date: May 13, 2011

	A	B	C
1	ATTACHMENT "B"		
2		**Item No.**	**Business Unit**
3		1	54150
4		2	54160
5		3	54170
6		4	
7		5	66629
8		6	67524
9		7	65320
10		8	56330
11		9	66628
12		10	67129
13		11	66825
14		12	66729
15		13	82828
16		14	56331
17		15	66630
18		16	66829

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
PROJECT STATUS REPORT FY 2010-2011

Agency: City of Moreno Valley

Prepared by: Linda Wilson
Phone No: 951-413-3132
Date: May 13, 2011

	D	E	F	G
1	**Fiscal Year 2010/2011**			
2	**Project Name/Limits**	**Project Type**	**Total Cost 1,000s**	
3	Measure A Program Budget Provide cost effective administrative functions for essential transportation projects and services: annual update of 5-Year CIP, revisions to Standard Plans, annual update to DBE specifications, development of DBE AADPL, preparation of grant applications, quarterly utility coordination, MSHCP reporting, and project engineering and right of way services for unfunded new projects.	Program Budget	437	
4	City-Wide Concrete Maintenance Ensure the safety and convenience of pedestrians using City sidewalks and ensure the proper drainage of City streets by keeping all City sidewalks, curbs, gutters and cross-gutters in good repair.	Program Budget	348	
5	City-Wide Signing and Striping Maintain City traffic control devices including signs, legends, striping and pavement markings.	Program Budget	789	
6	Indirect Cost Rate Estimated amount of overhead costs to be distributed to Measure A projects based on projected revenue of $2,461,000.	Overhead	197	
7	Annual ADA Compliant Curb Ramp Upgrades	Street Improvements	359	
8	Aqueduct Bikeway Improvement/Indian St. to Fay Ave.	Park	16	
9	Bicycle Lane Class II bike lanes along John F. Kennedy Dr. and Lasselle St. (south of Krameria Ave).	Street Improvements	49	
10	Citywide Annual Pavement Resurfacing Programn	Street Improvements	6,380	1
11	Cottonwood Ave./Pattilynn Dr. School Crossing Traffic Signal	Traffic Signal	12	
12	Dracaea Ave. Sidewalk/Morrison St. to Mascot Ln.	Street Improvements	239	3
13	Heacock St. Bridge/PVSD Lateral "A"	Bridge	2,592	2
14	Heacock Street South Extension	Street Improvements	34	
15	Indian St./Alessandro Blvd Sidewalk Improvements	Street Improvements	168	4
16	Indian Street Bicycle Lanes/Iris Avenue to Katrina Street	Street Improvements	169	5
17	Lasselle St./Margaret Ave. Traffic Signal	Traffic Signal	48	
18	Nason St./Riverside Co. Regional Medical Center TS	Traffic Signal	270	

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
PROJECT STATUS REPORT FY 2010-2011

Agency: City of Moreno Valley

Prepared by: Linda Wilson
Phone No: 951-413-3132
Date: May 13, 2011

	H	I	J	K
1				
2	**Measure A Funding 1,000s**		**Estimated Completion**	**Status**
3	437		NA	On-going annual program
4	348		Jun-11	Will be funded by Gas Tax revenue in subsequent years.
5	789		Jun-11	Will be funded by Gas Tax revenue in subsequent years.
6	197		NA	On-going
7	359		NA	On-going program for design and construction of ADA compliant curb ramps.
8	16		Oct-09	Project completed October 2009. Carryover funds were for a one-year warranty period.
9	49		Mar-11	Design completed Fevruary 2011. Construction completed March 2011.
10	1,037		NA	On-going annual program.
11	12		Feb-10	Project completed February 2010. Carryover funds were for a one-year warranty period.
12	29		Nov-10	Design completed September 2010. Construction schedule: February 2011 to June 2011.
13	303			Design completed January 2011. Construction schedule: May 2011 to February 2012.
14	34		Oct-13	Alignment completed December 2010. Complete traffic analysis June 2011; environmental December 2011; design December 2012 and construction October 2013.
15	17		Jul-10	Construction: May 2010 to July 2010.
16	17		Feb-11	Design: March 2011 to June 2011 Construction: August 2011 to September 2011
17	48		Aug-11	Design and ROW complete. Construction: May 2011 to August 2011
18	270		Jul-11	Complete design April 2011. Complete ROW July 2011. Construction schedule: January 2011 to July 2011.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
PROJECT STATUS REPORT FY 2010-2011

Agency: City of Moreno Valley

Prepared by: Linda Wilson
Phone No: 951-413-3132
Date: May 13, 2011

	A	B	C
1			
2		**Item No.**	**Business Unit**
19		17	84830
20		18	66627
21		19	67428
22		20	66722
23		21	82824
24		22	89720
25		23	66625
26		24	85523 66730
27		25	67128
28		26	85020
29			
30			
31		[1] Prop 42 funding - $1,550,000; Prop 1B Funding - 3,793,337	
32		[2] HBRRP Funds - $360,000 for design (fully reimbursed); $2,288,766 construction funding	
33		[3] SR2S Grant - $215,820 (remaining balance - $90,000)	
34		[4] SR2S Grant - $210,000	
35		[5] BTA Award - $152,548	
36		[6] STPL Construction Funds - $9,452,552; STPL Toll Credits - $1,224,678; Federal Demo Construction Funds - $3,377,416; Demo Toll Credits - $844,354; DIF Interchange Improvements - $1,740,000	
37		[7] HMPG Grant - $1,100,000	
38		[8] TE Grant - $1,416,000 (remaining balance $128,808)	

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
PROJECT STATUS REPORT FY 2010-2011

Agency: City of Moreno Valley

Prepared by: Linda Wilson
Phone No: 951-413-3132
Date: May 13, 2011

	D	E	F	G
1	**Fiscal Year 2010/2011**			
2	**Project Name/Limits**	**Project Type**	**Total Cost 1,000s**	
19	Pavement Rehabilitation Program (formerly Slurry Seal Program)	Resurface	144	
20	Perris Blvd Southbound Lane to SR-60 Westbound On-Ramp	Street Improvements	482	
21	Pigeon Pass Rd. Widening/Climbing Rose Dr. to NCL	Street Improvements	23	
22	Reche Vista Dr. Realignment/Perris Blvd./Heacock St. to NCL	Street Improvements	516	
23	Residential Traffic Management Program (Speed Hump Program)	Street Improvements	100	
24	SR-60/Nason St. Interchange	Street Improvements	18,685	6
25	SR-60 Eastbound Ramps/Redlands Blvd. Traffic Signal	Traffic Signal	9	
26	Street Improvement Program (SIP) HMPG Grant	Street Improvements and Storm Drain	1,606	7
27	Sunnymead Boulevard/Frederick Street to Perris Boulevard	Street Improvement	129	8
28	Surface Recycling	Rehabilitation	165	
29		**FY 2010/2011 Total**	**33,966**	*
30				
31				
32				
33				
34				
35				
36				
37				
38				

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
PROJECT STATUS REPORT FY 2010-2011

Agency: City of Moreno Valley

Prepared by: Linda Wilson
Phone No: 951-413-3132
Date: May 13, 2011

	H	I	J	K
1				
2	**Measure A Funding 1,000s**		**Estimated Completion**	**Status**
19	144		NA	On-going annual program.
20	482		Aug-11	Design completed. Construction: April 2011 to August 2011
21	23		Jul-09	Project completed July 2009. Carryover funds were for a one-year warranty period. Return remaining funds to Fund Balance.
22	516		Jun-12	Complete design, environmental and ROW: March 2011 Construction: October 2011 to June 2012
23	100		NA	On-going annual program for design and construction of speed humps.
24	2,046		Jan-12	Construction schedule: February 2011 to January 2012.
25	9		Apr-10	Project completed April 2010. Carryover funds were for a one-year warranty period.
26	506		NA	On-going annual program. Includes installation of a storm drain in the middle of the Moreno Townsite Tract, between Redlands Boulevard and Merwin Street, from Alessandro Boulevard to existing Drainage Facility Line "F" in Redlands Boulevard. Construction to be completed April 2013.
27	-		Feb-11	Project completed February 2011.
28	165		NA	On-going annual program.
29	**7,953**	*		
30	* Includes FY 09/10 carryover funds.			
31				
32				
33				
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38				

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
FY 2012 - 2016

Agency: City of Moreno Valley

Prepared by: Linda Wilson
Date: May 13, 2011

Fiscal Year 2011/12					
Item No.	Business Unit	Project Name/Limits	Project Type	Total Cost 1,000s	Measure A Funding 1,000s
1	54150	Measure A Program Budget	Program Budget	443	443
2		Indirect Cost Rate	Overhead	198	198
3	66629	Annual ADA Compliant Curb Ramp Upgrades	Street Improvements	300	300
4	56330	Citywide Annual Pavement Resurfacing Programn	Street Improvements	1,650	1,650
5	56332	Citywide Traffic Sign Retroreflectivity Inventory	Traffic Signal	75	75
6	67129	Dracaea Ave. Sidewalk/Morrison St. to Mascot Ln.	Street Improvements	48 [1]	0
7	66825	Heacock St. Bridge/Perris Valley Storm Drain Lateral "A"	Bridge	2,525 [2]	290
8	56333	Heacock Street Sidewalk/Atwood Avenue to Myers Avenue	Street Improvements	200	200
9	66729	Heacock Street South Extension	Street Improvements	144	144
10	82828	Indian St./Alessandro Blvd Sidewalk Improvements	Street Improvements	2 [3]	0
11	56334	Indian Street / Manzanita Avenue Intersection Reconfiguration	Street Improvements	25	25
12	56331	Indian Street Bicycle Lanes / Iris Avenue to Katrina Street	Street Improvements	144 [4]	14
13	56335	Kitching Street/Alessandro Boulevard to Gentian Avenue (Phase 3)	Street Improvements	300	300
14	66630	Lasselle St./Margaret Ave. Traffic Signal	Traffic Signal	28	28
15	66829	Nason St./Riverside Co. Regional Medical Center TS	Traffic Signal	300 [5]	50
16	84830	Pavement Rehabilitation Program (formerly Slurry Seal Pro	Resurface	130	130
17	66627	Perris Blvd SB Lane to SR-60 WB On-Ramp	Street Improvements	252	252
18	66722	Reche Vista Dr. Realignment/Perris Blvd./Heacock St. to N	Street Improvements	3,089	3,089

[1] SR2S Grant - $210,000 (remaining balance $47,710)
[2] HBRRP Funds - $360,000 for design (remaining balance - $78,983); $2,230,956 construction funding
[3] SR2S Grant - $215,820 (remaining balance - $2,000)
[4] BTA Award - $152,458
[5] DIF Traffic Signals - $250,000

Attachment "C"

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
FY 2012 - 2016

Agency: City of Moreno Valley

Prepared by: Linda Wilson
Date: May 13, 2011

Fiscal Year 2011/12					
Item No.	**Business Unit**	**Project Name/Limits**	**Project Type**	**Total Cost 1,000s**	**Measure A Funding 1,000s**
19	82824	Residential Traffic Management Program (Speed Hump Pr	Street Improvements	50	50
20	89720	SR-60/Nason St. Interchange	Street Improvements	11,135 [6]	496
21	56336	Storm Drain Improvements/Day Street South of Cottonwood Avenue	Street & Storm Drain Imprv	250	250
22	85523 66730	Street Improvement Program (SIP) HMPG Grant	Street & Storm Drain Imprv	1,386 [7]	486
23	67128	Sunnymead Boulvedard/Frederick Street to Perris Boulevard	Street Improvements	12,808 [8]	0
24	85020	Surface Recycling	Rehabilitation	120	120
			FY 2011/12 Total	**35,602** *	**8,590** *

* Includes FY 2009/10 carryover funds.

[6] STPL Construction Funds - $9,452,552; STPL Toll Credits - $1,224,678; Federal Demo Construction Funds - $3,377,416; Demo Toll Credits - $844,354; DIF Interchange Improvements - $1,740,000
[7] HMPG Grant - $1,100,000
[8] TE Grant - $1,416,000 (remaining balance $128,808)

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
FY 2012 - 2016

Agency: City of Moreno Valley

Prepared by: Linda Wilson
Date: May 13, 2011

Fiscal Year 2012/13					
Item No.	**Business Unit**	**Project Name/Limits**	**Project Type**	**Total Cost 1,000s**	**Measure A Funding 1,000s**
25	54150	Measure A Program Budget	Program Budget	448	448
26		Indirect Cost Rate	Overhead	204	204
27	66629	Annual ADA Compliant Curb Ramp Upgrades	Sidewalk Improvements	200	200
28	56330	Citywide Annual Pavement Resurfacing Program	Rehabilitation	1,250	1,250
29	56334	Indian Street/Manzanita Avenue Intersection Reconfigurati	Street Improvements	75	75
30	84830	Pavement Rehabilitation Program (formerly Slurry Seal Pr	Resurface	130	130
31	82824	Residential Traffic Management Program (Speed Hump Pr	Speed Hump	100	100
32	85523	Street Improvement Program (SIP)	Street Improvements	250	250
	85020	Surface Recycling	Rehabilitation	120	120
			FY 2012/13 Total	**2,777** *	**2,777** *

*** The projects listed have a recommended appropriation matching the projected revenue forecast by RCTC, dated February 28, 2011. The projects will include carryover from previous years and will be prioritized during the appropriate fiscal year as part of the City budget process.**

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
FY 2012 - 2016

Agency: City of Moreno Valley
Page 4 of 6
Prepared by: Linda Wilson
Date: May 13, 2011

Fiscal Year 2013/14					
Item No.	**Business Unit**	**Project Name/Limits**	**Project Type**	**Total Cost 1,000s**	**Measure A Funding 1,000s**
33	54150	Measure A Program Budget	Program Budget	452	452
34		Indirect Cost Rate	Overhead	210	210
35	66629	Annual ADA Compliant Curb Ramp Upgrades	Sidewalk Improvements	200	200
36	56330	Citywide Annual Pavement Resurfacing Program	Rehabilitation	1,250	1,250
37	84830	Pavement Rehabilitation Program (formerly Slurry Seal Pr	Resurface	130	130
38	82824	Residential Traffic Management Program (Speed Hump Pr	Speed Hump	100	100
39	85523	Street Improvement Program (SIP)	Street Improvements	250	250
40	85020	Surface Recycling	Rehabilitation	120	120
			FY 2013/14 Total	**2,712 ***	**2,712 ***

*** The projects listed have a recommended appropriation matching the projected revenue forecast by RCTC, dated February 28, 2011. The projects will include carryover from previous years and will be prioritized during the appropriate fiscal year as part of the City budget process.**

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
FY 2012 - 2016

Agency: City of Moreno Valley
Page 5 of 6
Prepared by: Linda Wilson
Date: May 13, 2011

Fiscal Year 2014/15					
Item No.	**Business Unit**	**Project Name/Limits**	**Project Type**	**Total Cost 1,000s**	**Measure A Funding 1,000s**
41	54150	Measure A Program Budget	Program Budget	457	457
42		Indirect Cost Rate	Overhead	217	217
43	66629	Annual ADA Compliant Curb Ramp Upgrades	Sidewalk Improvements	200	200
44	56330	Citywide Annual Pavement Resurfacing Program	Rehabilitation	1,250	1,250
45	84830	Pavement Rehabilitation Program (formerly Slurry Seal Pr	Resurface	130	130
46	82824	Residential Traffic Management Program (Speed Hump P	Speed Hump	100	100
47	85523	Street Improvement Program (SIP)	Street Improvements	250	250
48	85020	Surface Recycling	Rehabilitation	120	120
			FY 2014/15 Total	**2,724 ***	**2,724 ***

*** The projects listed have a recommended appropriation matching the projected revenue forecast by RCTC, dated February 28, 2011. The projects will include carryover from previous years and will be prioritized during the appropriate fiscal year as part of the City budget process.**

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
FY 2012 - 2016

Agency: City of Moreno Valley

Prepared by: Linda Wilson
Date: May 13, 2011

Fiscal Year 2015/16					
Item No.	**Business Unit**	**Project Name/Limits**	**Project Type**	**Total Cost 1,000s**	**Measure A Funding 1,000s**
49	54150	Measure A Program Budget	Program Budget	461	461
50		Indirect Cost Rate	Overhead	223	223
51	66629	Annual ADA Compliant Curb Ramp Upgrades	Sidewalk Improvements	200	200
52	56330	Citywide Annual Pavement Resurfacing Program	Rehabilitation	1,250	1,250
53	84830	Pavement Rehabilitation Program (formerly Slurry Seal Pr	Resurface	130	130
54	82824	Residential Traffic Management Program (Speed Hump P	Speed Hump	100	100
55	85523	Street Improvement Program (SIP)	Street Improvements	250	250
56	85020	Surface Recycling	Rehabilitation	120	120
			FY 2015/16 Total	**2,734 ***	**2,734 ***

*** The projects listed have a recommended appropriation matching the projected revenue forecast by RCTC, dated February 28, 2011. The projects will include carryover from previous years and will be prioritized during the appropriate fiscal year as part of the City budget process.**

City of Moreno Valley
MOE Projection
FY 2010-11

Measure A - Local Streets and Roads Program

Fund	Description	2010-11 Projected Actuals
010	51310 Public Works Capital Projects Administration	0
010	53110 Public Works - Transportation Engineering	815,500
010	53310 Public Works - Traffic Signal Maintenance	704,500
010	54110 Public Works - Street Projects Engineering	8,900
010	56710 Public Works - Tree Trimming	20,400
121	Gas Tax Transfer from General Fund	150,000
		$1,699,300

ATTACHMENT "D"

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Michelle Dawson, Acting Assistant City Manager

AGENDA DATE: April 26, 2011

TITLE: Resolution No. 2011-35 A Joint Resolution of the City Council of the City of Moreno Valley, California and the City Council of the City of Perris, California Regarding the Redistricting of the Riverside County Supervisorial Districts

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. 2011-35 a joint resolution of the City Council of the City of Moreno Valley, California and the City Council of the City of Perris, California regarding the redistricting of the Riverside County Supervisorial Districts.

BACKGROUND

For county governments Elections Code § 21500 states that "Each decennial federal census, and using that census as a basis, the board shall adjust the boundaries of any or all of the supervisorial districts of the county so that the districts shall be as nearly equal in population as may be and shall comply with the applicable provisions of Section 1973 of Title 42 of the United States Code. In establishing the boundaries of the districts the board may give consideration to the following factors: a) topography, b) geography, c) cohesiveness, contiguity, integrity, and compactness of territory; and, d) community of interests of the districts."

The national census, conducted every 10 years (decennial), requires states, counties, and cities to redraw their districts to ensure residents are equally represented at all levels of government. The County of Riverside has formed the Redistricting Steering Committee 2011 to determine how to redraw the five County Board of Supervisors boundaries to ensure that each new district does not vary by more than 10 percent between the most and least populous district. It is the intent of the County leaders to have the variance between districts not exceed 5 percent.

DISCUSSION

Based on census figures released in early March, the target number of residents for each Riverside County District is 437,928 residents. In order to meet this target number Riverside County District 1 will need to increase by 15,601 residents, District 2 by 30,657 residents, and District 4 by 41,349 residents. District 3 will need to decrease by 79,925 residents and District 5, which includes the cities of Moreno Valley and Perris, will need to decrease by 7,683 residents.

During the redistricting process there is the possibility that the City of Moreno Valley could be split into two separate county districts, that the City could be moved completely into another district, or that the City of Perris could be removed from District 5. The Elections Code § 21500 does allow the County to consider the importance of geography, cohesiveness, and community interests during the redistricting process. It is these three items that the joint resolution focuses on so that the County will consider the importance of maintaining both cities in their current supervisorial district.

The City of Moreno Valley and the City of Perris are geographically connected and share a common city limit. Many City of Perris residents attend the Moreno Valley College located within Moreno Valley. Additionally, both cities have school sites located in the Val Verde Unified School District.

Additionally, the City of Perris contracts with the City of Moreno Valley for animal sheltering services. Moreno Valley Animal Shelter personnel also participate in several animal control activities and events located in the City of Perris throughout the year, furthering the City's partnership with Perris. In the past, the City of Perris has also jointly funded fire department personnel at the College Park Fire Station.

Furthermore, both the City of Moreno Valley and the City of Perris share a common interest in March Air Reserve Base both geographically and politically. Both cities have representatives on the March Joint Powers Authority Board for making decisions on land usage for the non-cantonment area of the base. The March Joint Powers Authority has been very active in planning and implementing new uses for the vacant land in and around March Air Reserve Base. Several projects are underway, such as March LifeCare, and it is critical that both Moreno Valley and Perris are maintained within the same Riverside County District for the management of this project as well as other current and future projects.

ALTERNATIVES

1) Adopt Resolution No. 2011-35 a joint resolution of the City Council of the City of Moreno Valley, California and the City Council of the City of Perris, California regarding the redistricting of the Riverside County Supervisorial Districts. *Staff recommends this alternative as remaining in District 5 is in the best interests of the City and retaining the City of Perris in District 5 is in the best interest of the community.*

2) Do not adopt Resolution No. 2011-35 a joint resolution of the City Council of the City of Moreno Valley, California and the City Council of the City of Perris, California regarding the redistricting of the Riverside County Supervisorial Districts and provide further direction to staff in regards to the redistricting of the County. *Staff does not recommend this alternative.*

FISCAL IMPACT

There is no fiscal impact to the general fund.

CITY COUNCIL GOALS

Advocacy. Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives, and goals to appropriate external governments, agencies and corporations.

ATTACHMENTS/EXHIBITS

Attachment A: Resolution No. 2011-35 A Joint Resolution of the City Council of the City of Moreno Valley, California and the City Council of the City of Perris, California Regarding the Redistricting of the Riverside County Supervisorial Districts.

Prepared By:
Cynthia Owens
Acting Assistant to the City Manager

Department Head Approval:
Michelle Dawson
Acting Assistant City Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

CITY OF MORENO VALLEY
RESOLUTION NO. 2011-35

CITY OF PERRIS
RESOLUTION NO. 4392

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AND THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA REGARDING THE REDISTRICTING OF THE RIVERSIDE COUNTY SUPERVISORIAL DISTRICTS

WHEREAS, the Supervisors of Riverside County are elected from five districts within the County; and

WHEREAS, § 21500 of the California Elections Code provides that following each decennial federal census each county must adjust the boundaries of any or all supervisorial districts of the county so that the districts shall be as nearly equal in population as may be and shall comply with the applicable provisions of Section 1973 of Title 42 of the United States Code, as amended; and

WHEREAS, in an effort to ensure a fair and orderly process for redrawing the district boundaries and to promote public confidence in the process the County Board of Supervisors has created the Redistricting Steering Committee 2011 to determine how to redraw district lines based on the 2010 United States Census; and

WHEREAS, the Cities of Moreno Valley and Perris are geographically connected and share a common city limit; and

WHEREAS, the City of Perris contracts with the City of Moreno Valley for Animal Sheltering Services and the City of Moreno Valley participates in animal control activities in the City of Perris; and

WHEREAS, the Cities of Moreno Valley and Perris share common interest in March Air Reserve both geographically and politically and have a desire to remain in the same district to assure continued cohesiveness within this geographic area;

WHEREAS, the Cities of Moreno Valley and Perris share a community of interest in Moreno Valley College; and

WHEREAS, the Val Verde Unified School District oversees schools in both the Cities of Moreno Valley and Perris; and

WHEREAS, the Cities of Moreno Valley and Perris have jointly shared the funding of fire department personnel at the College Park Fire Station from 2003-2006; and

WHEREAS, the 2010 Census population has determined the population for Riverside County is such that there will be a need for redistricting among the five supervisorial districts; and

WHEREAS, the Cities of Moreno Valley and Perris recognize the importance of remaining in the same supervisorial district due to the common community of interests of both cities as well as the importance of that district to the cohesiveness and integrity of both communities;

NOW, THEREFORE, THE CITY COUNCILS OF THE CITIES OF MORENO VALLEY, CALIFORNIA, AND PERRIS, CALIFORNIA DO HEREBY RESOLVE AS FOLLOWS:

1. That Moreno Valley and Perris intensely support any effort to preserve both cities in their current supervisorial districts in Riverside County for the purposes of the 2011 redistricting.

2. That Moreno Valley and Perris strongly support their cities being completely incorporated into one supervisorial district and not split between two supervisorial districts for the 2011 redistricting.

3. That Moreno Valley and Perris formally oppose removing either City, whether partially or completely, from Riverside County Board of Supervisors District 5 in the 2011 redistricting.

4. That Moreno Valley and Perris authorizes their respective Councils and their city staffs to communicate their support for both cities to remain in the same supervisorial district in the 2011 redistricting.

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and Members of the Moreno Valley City Council Acting in the Capacity of President and Board of Directors of the Moreno Valley Community Services District

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: April 26, 2011

TITLE: RESOLUTION TO AMEND MORENO VALLEY COMMUNITY SERVICES DISTRICT ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY

RECOMMENDED ACTION

Staff recommends that the City Council, acting in its capacity as the Board of Directors of the Moreno Valley Community Services District ("CSD Board"), approve and adopt Resolution No. CSD 2011-06 to amend General Management Policy #2.30, Moreno Valley Community Services District Zone D (Parkway Landscape Maintenance) Service Plan Policy.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

Since 1988, the CSD has been providing Zone D parkway landscape maintenance services to designated service areas throughout the City. The Zone D (Parkway Landscape Maintenance) Service Plan Policy provides guidelines for the maintenance of the Zone D service areas. The cost to provide the Zone D services is funded through CSD service charges that are annually collected on the property tax bill of those properties that directly receive benefit from the landscape maintenance services and have collectively authorized the CSD to do so.

DISCUSSION

In 2001, the CSD Board adopted General Policy #2.30, Zone D (Parkway Landscape Maintenance) Service Plan, to provide parkway landscape preservation through continued

maintenance services. On January 22, 2002 and January 24, 2006, the CSD Board approved Resolutions No. CSD 2002-01 and CSD 2006-01, respectively amending the Zone D (Parkway Landscape Maintenance) Service Plan Policy.

In an effort to further refine and define the Zone D policy, the following modifications are being proposed (See Exhibit A for the marked copy):

1. Modifying language to be consistent with other adopted policies;
2. Clarifying the guidelines and determination of maintenance service levels; and
3. Correcting Minor grammatical changes.

ALTERNATIVES

1. Adopt the proposed Resolution to amend the Zone D (Parkway Landscape Maintenance) Service Plan Policy. *By adopting the Resolution for the proposed amendments, the CSD Board will provide refined and clarified guidelines for Zone D.*

2. Do not adopt the proposed Resolution to amend the Zone D (Parkway Landscape Maintenance) Service Plan Policy. *By not adopting the Resolution for the proposed amendments, the CSD Board will continue to operate with policies that have vague references and incomplete procedural direction.*

FISCAL IMPACT

CSD Zone D (Parkway Landscape Maintenance) is structured to be a full cost recovery program offered to designated service areas. The revenues generated to fund landscape maintenance services are collected through annual parcel charges placed on the tax roll for those parcels receiving benefit. There is **no fiscal impact** on the General Fund for approving and adopting the amended policy.

CITY COUNCIL GOALS

Community Image, Neighborhood Pride, and Cleanliness
The Zone D services in the landscaped areas of the selected service areas shall allow the CSD to maintain the current appearance of the area.

Revenue Diversification and Preservation
The Zone D parcel charges are based upon actual costs, which include maintenance and administration expenses.

SUMMARY

The action before CSD Board is to approve and adopt the Resolution for the proposed amendments to the Moreno Valley Community Services District Zone D (Parkway Landscape Maintenance) Service Plan Policy.

NOTIFICATION

N/A

EXHIBITS

Exhibit A: Amended Moreno Valley Community Services District Zone D (Parkway Landscape Maintenance) Service Plan Policy – Marked Copy

Exhibit B: Proposed Resolution amending the Moreno Valley Community Services District Zone D (Parkway Landscape Maintenance) Service Plan Policy (with clean copy of the policy)

Prepared by:
Marshall Eyerman,
Special Districts Program Manager

Department Head Approval:
Chris A. Vogt, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace Cassel,
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY

PURPOSE: This policy outlines the service plan parameters for maintaining the City's Moreno Valley Community Services District (CSD) Zone D (Parkway Landscape Maintenance) service areas. at levels consistent with the available funding to support landscape maintenance services.

OBJECTIVE: It is the objective of the Community Services District (CSD) to implement the Zone D (Parkway Landscape Maintenance) Service Plan Policy to provide guidelines and standards for the funding and maintenance of CSD Zone D service areas throughout the City of Moreno Valley (City). Maintenance of these service areas shall be consistent with available funding.

DEFINITIONS:

Annual Inflation Adjustment:

The annual inflation adjustment shall be based on a clearly defined formula as per Government Code Section 53739. The application of the Annual Inflation Adjustment is not considered an increase to the Annual Parcel Charge and does not require a reballot or additional approval by the property owners. An Annual Inflation Adjustment will only be applied if previously approved.

Full Cost Recovery:

May include, but is not limited to: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, administrative and maintenance staff support, maintenance and operating reserves, and other items necessary for the satisfactory maintenance of landscaped parkways and medians.

Proposition 218:

California State Constitutional amendment, Articles XIIIC and XIIID, requires voter approval for any new, extended, or increased general or special tax, property-related assessment, fee, and/or charge. For property-related charges, such as CSD Zone D, a simple majority (50%+1) of returned valid ballots is required for approval.

POLICY:

I. CSD Zone D (Parkway Landscape Maintenance) Program & Purpose Funding

A. CSD Zone D is a distinct benefit service program that provides parkway perimeter and/or median landscape maintenance services to specific service areas (Tracts) throughout the City of Moreno Valley.

B. The CSD has accepted for maintenance designated parkway and median landscaped areas located throughout the City of Moreno Valley. Each Zone D service area has been accepted by the CSD through inclusion, either at the time of City incorporation by administrative action prior to Proposition 218, or through an approved mail ballot proceeding.

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY

C. ~~The purpose of~~ The CSD Zone D program ~~is to~~ provides parkway landscape preservation through continued maintenance service ~~consistent with the General Plan~~, with the objective to:

1. Enhance the aesthetic quality of the service area in particular and provide continuity of character throughout the ~~District~~CSD;

2. Encourage preservation of existing plant materials, specifically mature trees and shrubs; and

3. ~~Safeguard against line of sight and walkway area hazards through consistent and~~ Provide ~~necessary~~ maintenance of landscaped service areas consistent with available funding to support a service level.

II. CSD Zone D Funding

A. Each CSD Zone D service area ~~of distinct benefit (Zone)~~ is financed through ~~special charges (CSD~~ annual charges). ~~Special~~ Charges ~~are~~ levied ~~only~~ on ~~those~~ properties within a service area and ~~are~~ collected annually ~~collected~~ on the Riverside County property tax bill or through a direct billing to the property owner.

B. When costs ~~to the CSD~~ exceed the annual charges~~the cost recovery charge~~ to maintain a service area at the current service level, the Special Districts Division shall determine if that service area may be subject to either:

1. aA mail ballot proceeding, as mandated by Proposition 218; or, ~~("The Right to Vote On Taxes Act"), to approve or not approve an increase in the CSD annual charge for Zone D services.~~

2. A reduction in service to provide a service level consistent with available funding. Prior to any adjustment in service, a letter shall be sent to notify the record owners of property that the current level of service will be reduced, not less than 30 days prior to the implementation of the reduction in service level. This letter shall include the following information:

   i. APN and Tract No. or description of project area ;

   ii. Explanation and/or description of the service(s) to be modified;

   iii. Date which the change(s) in service level will be implemented;

   iv. Explanation on how property owners may pursue a ballot proceeding to maintain the current service level, if desired;

   v. Amount of proposed increase necessary to maintain the current service level; and,

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY

vi. A statement as to the continuation of the charge and the amount to be levied.

C. If a mail ballot proceeding occurs, No the proposed annual charges increase shall not be more than the difference between the fFull cCost rRecovery amount required to maintain the present a specified level of landscape maintenance service and the amount currently being charged to the service area. The proposed annual charges increase may provide for shall include an aAnnual iInflation aAdjustment, if necessary, to maintain full cost recovery. The annual adjustment is based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index ----All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. ;

D.1. Any service area, subject to a proposed charge increase for Zone D services shall participate in have a mail ballot proceeding, conducted to approve or not approve the increase. If the returned valid ballots from the record owners of property for the balloted service area approve of the annual charges increase by a majority (50% +1), then the properties within the service area shall may be charged an amount up to the approved annual chargesrate. This amount will appear as a line item on the property tax bill for the upcoming fiscal year following the mail ballot proceeding.

C.If an increase is approved, all parcels within a service area shall be charged the approved rate for uninterrupted Zone D maintenance at the present level of service.

2. If the property owners of record within a service area do not approve an increase in the CSD annual charge to provide fFull cCost rRecovery for a specified level of service, the CSD shall retain the option to continue to provide service at a reduced level consistent with available funding.

D. If funding is insufficient to provide for services at the Street Tree Parkway Landscape Maintenance Service level Right-of-Way area, landscape maintenance services shall be eliminated. tThe service area shall continue to be charged at the current rate annual charges for the subsequent fiscal year to provide for abatement of weed and plant materials, unless the area has been accepted into a Home Owner's Association for ongoing maintenance

III. CSD Zone D Service Levels

A. CSD Zone D service areas shall receive a designated level of service as listed on the table found in Section IIICB of this policy as follows:

1. Based upon the available funding for each Sservice areas , the CSD shall provide either that fund the full cost recovery amount to maintain standard parkway landscape service shall receive **Zone D Standard Parkway Landscape Maintenance Service, Reduced Maintenance Service**, or **Street Tree Maintenance Service**.

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY

2. Service areas that do not fund the provide full cost recovery to support Zone D Standard Landscape Maintenance Service may receive **Zone D Reduced Parkway Landscape Maintenance Service** (see Table, Section IIIB of this policy, column entitled "Zone D Reduced Landscape Maintenance Service"); or,

3. In service areas where the cost to provide Zone D Reduced Parkway Landscape Maintenance Service exceeds the available funding to support reduced services, the **CSD shall provide Zone D Street Tree Parkway Landscape Maintenance Service** to only street trees within the right-of-way (ROW) area only.

2. In a service area where costs exceed the available funding to support Street Tree Maintenance Service, the CSD shall have the option to:

   a. Provide the service area with clean-up (removal of dead or dying landscaped plant materials) to be funded at the current annual charge rate for the subsequent fiscal year; and,

   b. Vacate the public interest and revert the service area to the record owner(s) of property for maintenance. Maintenance of the service area shall be the sole responsibility of the record owners of property within a service area.

B. Service areas that don't fund the Full Cost Recovery to support Standard Maintenance Service will be evaluated to determine what level of service, if any, can be provided. The service level for each service area is contingent upon available funding to support the designated level of service.

B.C. The following table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. Zone D Service Table:

	CSD ZONE D – GENERAL LEVELS OF SERVICE LEVEL GUIDELINES		
Description of CSD Zone D Parkway Landscape Maintenance Service	**CSD Zone D Standard Parkway Landscape Maintenance Service**	**CSD Zone D Reduced Parkway Landscape Maintenance Services**	**CSD Zone D Street Tree Parkway Landscape Maintenance Service (Right-of-way area only)**
Mowing, edging & trimming (of turf areas only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed	N/A
Tree trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY

	CSD ZONE D – GENERAL ~~LEVELS OF~~ SERVICE LEVEL GUIDELINES		
Description of ~~CSD Zone D Parkway Landscape~~ Maintenance Service	**~~CSD Zone D Standard Parkway Landscape~~ Maintenance Service**	**~~CSD Zone D Reduced Parkway Landscape~~ Maintenance Services**	**~~CSD Zone D Street Tree Parkway Landscape~~ Maintenance Service ~~(Right-of-way area only)~~**
Shrub trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground cover trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf fertilizer	7 applications per year	3 applications per year	N/A
Shrub fertilizer	2 applications per year	1 application per year	N/A
Tree fertilizer	As needed	As needed	As needed
Pesticides:			
Shrubs/Ground covers (pre-emergent)	2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground covers (insect/disease control)	As needed	As needed (budget permitting)	N/A
Shrubs/Ground covers (vertebrate pest control)	As needed	As needed (budget permitting)	N/A
Turf (Weed control)	As needed	As needed (budget permitting)	N/A
Turf (Vertebrate pest control)	As needed	As needed (budget permitting)	N/A

~~D. A service area's The designated service level for each Zone D parkway area is contingent upon available funding to support the designated level of service.~~

~~E. When a service area can no longer support the cost to provide Zone D Street Tree Parkway Landscape Maintenance Service ROW area, the CSD shall have alternative options as provided in Section IV of this policy.~~

Approved by: ~~City Council~~CSD Board
January 9, 2001
Revised 1/22/02; 1/24/2006; April 26, 2011

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY

~~**IV. Zone D Service Alternatives**~~

~~A. In a service area where costs to the CSD exceed the available funds to support Zone D Standard Parkway Landscape Maintenance Service, the CSD shall retain the right to conduct a mail ballot proceeding to increase the Zone D charge to provide for full cost recovery. If a service area does not approve the charge increase, the CSD shall have the option to provide the service area with the appropriate level of Zone D landscape service consistent with available funding.~~

~~B. In a service area where costs exceed the available funding to support Zone D Street Tree Parkway Landscape Maintenance Service – ROW area, the CSD shall have the option to either:~~

~~1. Provide the service area with clean-up (removal of dead or dying landscaped plant materials) to be funded at the current annual charge rate for the subsequent fiscal year; or;~~

~~2. Vacate the public interest and revert the parkway service area to the record owner(s) of property for maintenance. Maintenance of the service area may be managed and serviced through the establishment of a Home Owner's Association, which shall be the sole responsibility of the record owners of property within a service area.~~

~~V.~~IV. Volunteer Services

A. Volunteer assistance in subsidizing ~~Zone D~~ Reduced ~~Parkway Landscape~~ Maintenance Service or ~~Zone D~~ Street Tree ~~Parkway Landscape~~ Maintenance Services may be considered on a service area by service area basis and only where, in the CSD's opinion, the assistance of volunteers will significantly benefit the service area.

B. Volunteer assistance is limited to the following nonessential services ~~only~~:

1. Litter Removal

2. Weeding

3. Donation of plant materials

   a. All plant material donations must be consistent with the current plant species used in the designated service area and consistent with the Guidelines and Standards for Landscape Maintenance;

   b. All plant material donations must be approved by the ~~Enterprise Services Administration (ESA) Landscape Project Administrator~~ Special Districts Division Manager, or their designee~~(no exceptions)~~;

   c. All plant material donations become the property of the CSD ~~ESA~~ and shall be physically planted by qualified landscape personnel~~technicians~~ employed or

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MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY

contracted by the City of Moreno Valley, Public Works Department, ESASpecial Districts Division; and,

d. No plant donations are to be planted by any person other than those listed in Section IVB3c of this policy.

C. All volunteers must complete a City of Moreno Valley approved Volunteer Application available from the City's of Moreno Valley Human Resources Department and comply with all requirements and guidelines stated within the City of Moreno Valley Personnel Policy #Volunteer Policy No. 5.3, Volunteer Policy.

D. Professional Licensed Contract Services may be donated with the understanding that:

1. The Professional donating the service is a licensed contractor for the type of service being donated and can show proof of professional license and/or necessary certification;

2. The Professional donating the service must have and be able to provide insurance certification showing they have liability insurance coverage with limits of not less than the amount required by the City's Risk Management Division$100,000 but possibly more as required by the CSD;

3. It is understood that all professional donations are just that, donations, and the Professional shall receive no compensation, either direct or implied, by any agent, or employee, or official of the City of Moreno Valley, the CSD, RDA, or ESASpecial Districts Division; and

4. Donations of professional services shall be accepted at the discretion of the Public Work's Director/City Engineer.

RESOLUTION NO. CSD 2011-06

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO APPROVE AND ADOPT THE AMENDED MORENO VALLEY COMMUNITY SERVICES DISTRICT ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY TO PROVIDE REVISED LANGUAGE REGARDING THE SERVICE LEVEL GUIDELINES AND CORRECT MINOR GRAMMATICAL ERRORS

WHEREAS, the Moreno Valley Community Services District ("CSD") provides Zone D (Parkway Landscape Maintenance) program services to designated service areas throughout the City of Moreno Valley that have been accepted by the CSD; and

WHEREAS, in 2001, the City Council, acting in the capacity as President and Members of the Board of Directors of the Moreno Valley CSD ("CSD Board") adopted General Policy #2.30, Zone D (Parkway Landscape Maintenance) Service Plan Policy, to provide parkway landscape preservation through continued maintenance services. On January 22, 2002 and January 24, 2006 the CSD Board approved Resolutions No. CSD 2002-01 and CSD 2006-01, respectively amending the Zone D (Parkway Landscape Maintenance) policy; and

WHEREAS, the Zone D (Parkway Landscape Maintenance) service areas are provided a special benefit in excess of general benefits conveyed upon properties within the City of Moreno Valley; and

WHEREAS, Zone D (Parkway Landscape Maintenance) service charges are based upon full cost recovery for the designated level of service as it relates to the special benefit service area; and

WHEREAS the CSD Board desires to revise the existing policy to incorporate certain amendments proposed by City staff as set forth in the form attached hereto and incorporated herein by Attachment 1, the Moreno Valley Community Services District Zone D (Parkway Landscape Maintenance) Service Plan Policy, as revised.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The above recitals are true and correct

SECTION 2. The amended policy is hereby approved and adopted. A copy of the amended policy shall be kept in the office of the City Clerk

SECTION 3. The resolution shall become effective upon its adoption.

APPROVED AND ADOPTED this 26th day of April, 2011.

_____
Mayor of the City of Moreno Valley,
acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

_____
City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, JANE HALSTEAD, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that CSD Resolution No. 2011-06 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 26th day of April, 2011, by the following vote:

AYES: Boardmembers Batey, Hastings, Vice-President Molina and President Stewart

NOES: None

ABSENT: Boardmember Co

ABSTAIN: None

_____

SECRETARY

(SEAL)

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY

PURPOSE: This policy outlines the service plan parameters for maintaining the Moreno Valley Community Services District (CSD) Zone D (Parkway Landscape Maintenance) service areas.

OBJECTIVE: It is the objective of the CSD to implement the Zone D (Parkway Landscape Maintenance) Service Plan Policy to provide guidelines and standards for the funding and maintenance of CSD Zone D service areas throughout the City of Moreno Valley (City). Maintenance of these service areas shall be consistent with available funding.

DEFINITIONS:

Annual Inflation Adjustment:

The annual inflation adjustment shall be based on a clearly defined formula as per Government Code Section 53739. The application of the Annual Inflation Adjustment is not considered an increase to the Annual Parcel Charge and does not require a reballot or additional approval by the property owners. An Annual Inflation Adjustment will only be applied if previously approved.

Full Cost Recovery:

May include, but is not limited to: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, administrative and maintenance staff support, maintenance and operating reserves, and other items necessary for the satisfactory maintenance of landscaped parkways and medians.

Proposition 218:

California State Constitutional amendment, Articles XIIIC and XIIID, requires voter approval for any new, extended, or increased general or special tax, property-related assessment, fee, and/or charge. For property-related charges, such as CSD Zone D, a simple majority (50%+1) of returned valid ballots is required for approval.

POLICY:

I. CSD Zone D (Parkway Landscape Maintenance) Program & Funding

A. CSD Zone D is a distinct benefit service program that provides parkway perimeter and/or median landscape maintenance services to specific service areas throughout the City.

B. The CSD has accepted for maintenance designated parkway and median landscaped areas located throughout the City.

C. The CSD Zone D program provides parkway landscape preservation through continued maintenance service, with the objective to:

1. Enhance the aesthetic quality of the service area in particular and provide continuity of character throughout the CSD;

2. Encourage preservation of existing plant materials, specifically mature trees and shrubs; and

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY

3. Provide maintenance of landscaped service areas consistent with available funding to support a service level.

II. CSD Zone D Funding

A. Each CSD Zone D service area is financed through annual charges. Charges levied on properties within a service area and collected annually on the Riverside County property tax bill or through a direct billing to the property owner.

B. When costs exceed the annual charges to maintain a service area at the current service level, the Special Districts Division shall determine if that service area may be subject to either:

1. A mail ballot proceeding, as mandated by Proposition 218; or,

2. A reduction in service to provide a service level consistent with available funding. Prior to any adjustment in service, a letter shall be sent to notify the record owners of property that the current level of service will be reduced, not less than 30 days prior to the implementation of the reduction in service level. This letter shall include the following information:

i. APN and Tract No. or description of project area ;

ii. Explanation and/or description of the service(s) to be modified;

iii. Date which the change(s) in service level will be implemented;

iv. Explanation on how property owners may pursue a ballot proceeding to maintain the current service level, if desired;

v. Amount of proposed increase necessary to maintain the current service level; and,

vi. A statement as to the continuation of the charge and the amount to be levied.

C. If a mail ballot proceeding occurs, the proposed annual charges shall not be more than the Full Cost Recovery amount required to maintain a specified level of landscape maintenance service. The proposed annual charges shall include an Annual Inflation Adjustment, to maintain full cost recovery.

1. Any service area subject to a proposed charge increase for Zone D services shall participate in a mail ballot proceeding. If the returned valid ballots from the record owners of property for the balloted service area approve of the annual charges by a majority (50% +1), then the properties within the service area may be charged an amount up to the approved annual charges.

2. If the property owners of record within a service area do not approve an increase in the annual charge to provide Full Cost Recovery for a specified level of service, the CSD shall retain the option to continue to provide service at a reduced level consistent with available funding.

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY

D. If funding is insufficient to provide for services at the Street Tree Maintenance Service level, landscape maintenance services shall be eliminated. The service area shall continue to be charged at the current annual charges for the subsequent fiscal year to provide for abatement of weed and plant materials.

III. CSD Zone D Service Levels

A. CSD Zone D service areas shall receive a designated level of service as listed on the table found in Section IIIC of this policy as follows:

1. Based upon the available funding for each service area, the CSD shall provide either **Standard Maintenance Service, Reduced Maintenance Service**, or **Street Tree Maintenance Service**.

2. In a service area where costs exceed the available funding to support Street Tree Maintenance Service, the CSD shall have the option to:

   a. Provide the service area with clean-up (removal of dead or dying landscaped plant materials) to be funded at the current annual charge rate for the subsequent fiscal year; and,

   b. Vacate the public interest and revert the service area to the record owner(s) of property for maintenance. Maintenance of the service area shall be the sole responsibility of the record owners of property within a service area.

B. Service areas that don't fund the Full Cost Recovery to support Standard Maintenance Service will be evaluated to determine what level of service, if any, can be provided. The service level for each service area is contingent upon available funding to support the designated level of service.

C. The following table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager.

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY

	CSD ZONE D – GENERAL SERVICE LEVEL GUIDELINES		
Description of Landscape Maintenance Service	**Standard Maintenance Service**	**Reduced Maintenance Service**	**Street Tree Maintenance Service**
Mowing, edging & trimming (of turf areas only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed	N/A
Tree trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground cover trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf fertilizer	7 applications per year	3 applications per year	N/A
Shrub fertilizer	2 applications per year	1 application per year	N/A
Tree fertilizer	As needed	As needed	As needed
Pesticides:			
Shrubs/Ground covers (pre-emergent)	2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground covers (insect/disease control)	As needed	As needed (budget permitting)	N/A
Shrubs/Ground covers (vertebrate pest control)	As needed	As needed (budget permitting)	N/A
Turf (Weed control)	As needed	As needed (budget permitting)	N/A
Turf (Vertebrate pest control)	As needed	As needed (budget permitting)	N/A

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY

IV. Volunteer Services

A. Volunteer assistance in subsidizing Reduced Maintenance Service or Street Tree Maintenance Service may be considered on a service area by service area basis and only where, in the CSD's opinion, the assistance of volunteers will significantly benefit the service area.

B. Volunteer assistance is limited to the following nonessential services:

1. Litter Removal

2. Weeding

3. Donation of plant materials

   a. All plant material donations must be consistent with the current plant species used in the designated service area and consistent with the Guidelines and Standards for Landscape Maintenance;

   b. All plant material donations must be approved by the Special Districts Division Manager, or their designee;

   c. All plant material donations become the property of the CSD and shall be physically planted by qualified landscape personnel employed or contracted by the City of Moreno Valley, Public Works Department, Special Districts Division; and,

   d. No plant donations are to be planted by any person other than those listed in Section IVB3c of this policy.

C. All volunteers must complete a City approved Volunteer Application available from the City's Human Resources Department and comply with all requirements and guidelines stated within the Personnel Policy #5.3, Volunteer Policy.

D. Professional Licensed Contract Services may be donated with the understanding that:

1. The Professional donating the service is a licensed contractor for the type of service being donated and can show proof of professional license and/or necessary certification;

2. The Professional donating the service must have and be able to provide insurance certification showing they have liability insurance coverage with limits no less than the amount required by the City's Risk Management Division;

3. It is understood that all professional donations are just that, donations, and the Professional shall receive no compensation, either direct or implied, by any agent, employee, or official of the City, CSD, RDA, or Special Districts Division; and

4. Donations of professional services shall be accepted at the discretion of the Public Works Director/City Engineer.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and Members of the Moreno Valley City Council Acting in the Capacity of President and Board of Directors of the Moreno Valley Community Services District

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: April 26, 2011

TITLE: RESOLUTION TO AMEND MORENO VALLEY COMMUNITY SERVICES DISTRICT ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY

RECOMMENDED ACTION

Staff recommends that the City Council, acting in its capacity as the Board of Directors of the Moreno Valley Community Services District ("CSD Board"), approve and adopt Resolution No. CSD 2011-07 to amend General Management Policy #2.41, Moreno Valley Community Services District Zone E (Extensive Landscape Maintenance) Service Plan Policy.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

Since 1988, the CSD has been providing Zone E extensive landscape maintenance services to designated sub-zones throughout the City. The Zone E Service Plan Policy provides guidelines for the maintenance of the Zone E sub-zones. The cost to provide the Zone E services is funded through CSD service charges that are annually collected on the property tax bill of those properties that receive benefit from the landscape maintenance services and have collectively authorized the CSD to do so.

DISCUSSION

In 2007, the CSD Board adopted General Policy #2.41, Zone E (High-Service-Level Parkway Landscape Maintenance) Service Plan, to provide parkway landscape preservation through continued maintenance services.

In an effort to further refine and define the Zone E policy, the following modifications are being proposed (See Exhibit A for the marked copy):

1. Modifying language to be consistent with other adopted policies;
2. Clarifying the guidelines and determination of maintenance service levels; and
3. Correcting Minor grammatical changes.

ALTERNATIVES

1. Adopt the proposed Resolution to amend the Zone E (Extensive Landscape Maintenance) Service Plan Policy. *By adopting the Resolution for the proposed amendments, the CSD Board will provide refined and clarified guidelines for Zone E.*

2. Do not adopt the proposed Resolution to amend the Zone E (Extensive Landscape Maintenance) Service Plan Policy. *By not adopting the Resolution for the proposed amendments, the CSD Board will continue to operate with policies that have vague references and incomplete procedural direction.*

FISCAL IMPACT

CSD Zone E (Extensive Landscape Maintenance) is structured to be a full cost recovery program offered to designated sub-zones. The revenues generated to fund landscape maintenance services are collected through annual parcel charges placed on the tax roll for those parcels receiving benefit. There is **no fiscal impact** on the General Fund for approving and adopting the amended policy.

CITY COUNCIL GOALS

Community Image, Neighborhood Pride, and Cleanliness
The Zone E services in the landscaped areas of the selected sub-zones shall allow the CSD to maintain the current appearance of the area.

Revenue Diversification and Preservation
The Zone E parcel charges are based upon actual costs, which include maintenance and administration expenses.

SUMMARY

The action before the CSD Board is to approve and adopt the Resolution for the proposed amendments to the Moreno Valley Community Services District Zone E (Extensive Landscape Maintenance) Service Plan Policy.

NOTIFICATION

N/A

EXHIBITS

Exhibit A: Amended Moreno Valley Community Services District Zone E (Extensive Landscape Maintenance) Service Plan Policy – Marked Copy

Exhibit B: Proposed Resolution amending the Moreno Valley Community Services District Zone E (Extensive Landscape Maintenance) Service Plan Policy (with clean copy of the policy)

Prepared by:
Marshall Eyerman,
Special Districts Program Manager

Department Head Approval:
Chris A. Vogt, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace Cassel,
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MORENO VALLEY COMMUNITY SERVICES DISTRICT
CSD ZONE E POLICY (HIGH SERVICE LEVELEXTENSIVE PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN)

PURPOSE: This policy outlines the service plan parameters for maintaining Moreno Valley Community Services District (CSD) Zone E (High Service LevelExtensive Parkway Landscape Maintenance) sub-zones. at levels consistent with available funding to support landscape maintenance services.

OBJECTIVE: It is the objective of the Moreno Valley CSD (the "District") to implement the CSD Zone E (High Service LevelExtensive Parkway Landscape Maintenance) Service Plan policy to provide guidelines and standards for the maintenance of CSD Zone E sub-zones throughout the cCity of Moreno Valley (City). Maintenance of the sub-zones services will shall be provided consistent with available funding.

DEFINITIONS:

Annual Inflation Adjustment:

The annual inflation adjustment shall be based on a clearly defined formula as per Government Code Section 53739. The application of the Annual Inflation Adjustment is not considered an increase to the Annual Parcel Charge and does not require a reballot or additional approval by the property owners. An Annual Inflation Adjustment will only be applied if previously approved.

Full Cost Recovery:

May include, but is not limited to: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, administrative and maintenance staff support, maintenance and operating reserves, and other items necessary for the satisfactory maintenance of landscaped parkways, medians, entry statements, and/or open spaces.

Proposition 218:

California State Constitutional amendment, Articles XIIIC and XIIID, requires voter approval for any new, extended, or increased general or special tax, property-related assessment, fee, and/or charge. For property-related charges, such as CSD Zone E, a simple majority (50%+1) of returned valid ballots is required for approval.

POLICY:

I. CSD Zone E (High Service Level Parkway Extensive Landscape Maintenance) Program & Purpose Funding

A. On June 23, 1987, the CSD Zone E program was established through the adoption of Ordinance No. CSD-06. The Ordinance outlines the service to be provided and the boundaries of the zone. The established boundaries for CSD Zone E are identical to the District boundaries; the District boundaries are consistent with City boundaries.

B.A. CSD Zone E is a distinct benefit service program that provides extensive landscape maintenance services to specific major residential/commercial developments (sub-zones) that have landscaped

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CSD ZONE E POLICY (HIGH SERVICE LEVELEXTENSIVE PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN)

perimeters, medians, entry statements, and/or open space throughout the City of Moreno Valley. A sub-zone defines the location of the service area within the City.

C.B. The CSD has accepted for maintenance designated landscaped parkways, medians, entry statements, and/or open spaces located throughout the City. Each sub-zone area has been accepted by the CSD through inclusion, either by administrative action prior to Proposition 218, or through an approved mail ballot proceeding conducted in compliance with Proposition 218 requirements.

D.C. The purpose of the CSD Zone E program is to provide landscape preservation services through continued maintenance which is consistent with the General Plan, with the objective to:

1. Enhance the aesthetic quality of the sub-zone in particular and provide continuity of character throughout the DistrictCSD;

2. Encourage preservation of existing plant materials, specifically mature trees and shrubs; and

3. Provide Safeguard against line of sight and walkway area hazards through consistent and necessary maintenance of landscaped sub-zones consistent with available funding to support a service level.

II. CSD Zone E Funding

A. Each area of distinct benefit (sub-zone) is financed through special charges (CSD annual charges). Special cCharges are levied only on those properties within the sub-zone and are collected annually on the Riverside County property tax bill or through a direct billing to the property owner.

B. When costs to the CSD exceed the annual cost recovery charges to maintain a sub-zone at a current service level, the Special Districts Division shall determine if that sub-zone shall may be subject to either:

1. aA mail ballot proceeding, as mandated by Proposition 218; or, ("The Right to Vote On Taxes Act"), to approve or oppose an increase in the annual charge for CSD Zone E services.

2. A reduction in service to provide a service level consistent with available funding. Prior to any adjustment in service, a letter shall be sent to notify the record owners of property that the current level of service will be reduced, not less than 30 days prior to the implementation of the reduction in service level. This letter shall include the following information:

   i. APN and/or description of sub-zone;

   ii. Explanation and/or description of the service(s) to be modified;

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CSD ZONE E POLICY (HIGH SERVICE LEVELEXTENSIVE PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN)

iii. Date which the change(s) in service level will be implemented;

iv. Explanation on how property owners may pursue a ballot proceeding to maintain the current service level, if desired;

v. Amount of proposed increase necessary to maintain the current service level; and,

vi. A statement as to the continuation of the charge and the amount to be levied.

C. If a mail ballot proceeding occurs, the No proposed increase in the annual charges shall not be more than the difference between the fFull cCost rRecovery amount required to maintain a specified the present level of landscape maintenance service and the amount currently being charged to the sub-zone. The proposed annual charges increase may provide for an shall include an aAnnual iInflation aAdjustment, if necessary, to maintain full cost recovery. The annual adjustment is based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

D.1. Any sub-zone, subject to a proposed charge increase for CSD Zone E services shall participate in have a mail ballot proceeding, conducted to approve or oppose the increase. If the returned valid ballots from the record owners of property for the balloted sub-zone approve the annual charges increase by a simple majority (50% +1), then the properties within the sub-zone shall may be charged an amount up to the approved rateannual charges. This amount will appear as a line item on the property tax bill for the upcoming fiscal year following the mail ballot proceeding.

Under certain circumstances, it may be necessary to have the County issue a revised tax bill with the newly approved charge. If a revised bill is necessary, property owners may be assessed a processing fee from the County to generate the revised tax bill.

D. If an increase is approved, all parcels within the sub-zone shall be charged the approved rate for uninterrupted CSD Zone E maintenance at the approved level of service.

F.2. If the property owners of record within the sub-zone oppose an increase in the CSD annual charges to provide fFull cCost rRecovery for a specified level of service, the CSD shall retain the option to provide service at a reduced level consistent with available funding. See Section IV if funding is insufficient to provide for services at the lowest level of service.

D. If funding is insufficient to provide for services at the Street Tree Maintenance Service level, landscape maintenance services shall be eliminated. The service area shall continue to be charged at the current annual charges for the subsequent fiscal year to provide for abatement of weed and plant materials.

III. CSD Zone E Service Levels

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CSD ZONE E POLICY (HIGH SERVICE LEVELEXTENSIVE PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN)

A. CSD Zone E sub-zones shall receive a designated level of service as listed on the table found in Section IIICB of this policy as follows:

1. Based upon the available funding for each Ssub-zone, the CSD shall provide either s that fund the full cost recovery amount to maintain standard parkway landscape service shall receive **CSD Zone E (High Service Level Parkway Landscape Standard Maintenance) Service, Reduced Maintenance Service**, or **Street Tree Maintenance Service.**; or,

2. Sub-zones that do not provide full cost recovery to support CSD Zone E (High Service Level Parkway Landscape Maintenance) Service may receive **CSD Zone E Reduced (High Service Level Parkway Landscape Maintenance) Service**; or,

3. In sub-zones where the cost to provide CSD Zone E Reduced (High Service Level Parkway Landscape Maintenance) Service exceeds the available funding to support reduced services, the CSD shall provide **CSD Zone E Street Tree Service** to limited vegetation and street trees within the right-of-way (ROW) area only.

(See the "CSD Zone E Level of Service Table", Section IIIB, for a complete list of services provided for each level of service.)

2. In a sub-zones where costs exceed the available funding to support Street Tree Maintenance Service, the CSD shall have the option to:

a. Provide the sub-zone with clean-up (removal of dead or dying landscaped plant materials) to be funded at the current annual charge rate for the subsequent fiscal year; and,

b. Vacate the public interest and revert the sub-zone to the record owner(s) of property for maintenance. Maintenance of the sub-zone shall be the sole responsibility of the record owners of property within a sub-zone.

B. Service areas that don't fund the Full Cost Recovery to support Standard Maintenance Service will be evaluated to determine what level of service, if any, can be provided. The service level for each service area is contingent upon available funding to support the designated level of service.

B.C. The following table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division ManagerCSD Zone E Levels of Service Table:

	CSD ZONE E – GENERAL LEVELS OF SERVICE LEVEL GUIDELINES

MORENO VALLEY COMMUNITY SERVICES DISTRICT
~~CSD~~ ZONE E ~~POLICY (HIGH-SERVICE-LEVEL~~EXTENSIVE PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN)

	~~CSD Zone E (High-Service-Level Parkway Landscape~~Standard Maintenance) Service	~~CSD Zone E Reduced (High-Service-Level Parkway Landscape~~ Maintenance) Service	~~CSD Zone E~~ Street Tree Maintenance Service ~~– in the Right-of-way area only~~
Mowing, edging & trimming (of turf areas only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed (budget permitting)	N/A
Tree trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground cover trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf fertilizer	8 applications per year (minimum)	3 applications per year	N/A
Shrub fertilizer	2 applications per year	1 application per year	N/A
Tree fertilizer	As needed	As needed (budget permitting)	As needed (budget permitting)
Pesticides:			
Shrubs/Ground covers	Pre-emergent 2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground covers	Insect/disease control (as needed)	As needed (budget permitting)	N/A
Shrubs/Ground covers	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A
Turf	Weed control, insect, and disease control (as needed)	As needed (budget permitting)	N/A
Turf	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A

MORENO VALLEY COMMUNITY SERVICES DISTRICT
~~CSD~~ ZONE E ~~POLICY (HIGH SERVICE LEVEL~~EXTENSIVE PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN)

~~C.A sub-zone's designated service level is contingent upon available funding to support the level of service.~~

~~D.When a sub-zone can no longer support the cost to provide CSD Zone E Street Tree Service, the CSD shall have alternative options as provided in Section IV of this policy.~~

~~IV.CSD Zone E Service Alternatives~~

~~A.In a sub-zone where costs to the CSD exceed available funds to support the current CSD Zone E level of service, the CSD shall retain the right to conduct a mail ballot proceeding to increase the CSD Zone E charge to provide for full cost recovery. If a sub-zone does not approve the proposed increase, the CSD shall have the option to provide the sub-zone with the appropriate level of CSD Zone E landscape service consistent with available funding.~~

~~B.In a sub-zone where costs exceed available funding to support the lowest level of CSD Zone E service, the CSD shall have the option to:~~

~~1.Vacate the public interest and revert the parkway service area to the appropriate record owner(s) of property for ongoing maintenance and provide the sub-zone with clean-up (removal of dead or dying plant materials) which would be funded by any remaining fund balance and/or the current annual charge for one subsequent fiscal year; or,~~

~~2.Another alternative for the property owners within the sub-zone is to establish a private Home Owner's Association (HOA). The property owners within the sub-zone may collectively agree to form an HOA to manage and provide maintenance of the landscaped area. The creation and establishment of an HOA is the sole responsibility of property owners within the sub-zone and not the City of Moreno Valley, Community Service District, or its employees.~~

~~V.~~IV. Volunteer Services

A. Volunteer assistance in subsidizing ~~CSD Zone E Reduced (High Service Level Parkway Landscape Maintenance)~~ Service or ~~CSD Zone E Street Tree~~ Maintenance Service may be considered on a sub-zone by sub-zone basis and only where, in the CSD's opinion, the assistance of volunteers will significantly benefit the sub-zone.

B. Volunteer assistance is limited to the following nonessential services only:

1. Litter Removal

2. Weeding

3. Donation of plant materials

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CSD ZONE E POLICY (HIGH SERVICE LEVELEXTENSIVE PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN)

a. All plant material donations must be consistent with the current plant species used in the designated sub-zone and consistent with the Guidelines and Standards for Landscape Maintenance;

b. All plant material donations must be approved by the Special Districts Landscape Program Division Manager, or their designee (no exceptions);

c. All plant material donations become the property of the CSD and shall be physically planted by qualified landscape technicians personnel employed or contracted by the City of Moreno Valley, Public Works Department, Special Districts; and,

d. No plant donations are to be planted by any person other than those listed in Section IVB3c of this policy.

C. All volunteers must complete a City of Moreno Valley approved Volunteer Application available from the City's of Moreno Valley Human Resources Department and comply with all requirements and guidelines stated within the City of Moreno Valley Volunteer Personnel Policy No. 5.3, Volunteer Policy.

D. Professional Licensed Contract Services may be donated with the understanding that:

1. The professional donating the service is a licensed contractor for the type of service being donated and can show proof of professional license and/or necessary certification;

2. The professional donating the service must have and be able to provide insurance certification showing they have liability insurance coverage with limits of not less than the amount required by the City's Risk Management Division$100,000 but possibly more as required by the CSD;

3. It is understood that all professional donations are just that, donations, and the professional shall receive no compensation, either direct or implied, by any agent or employee or official of the City of Moreno Valley, the CSD, RDA, or Special Districts Division; and

4. Donations of professional services shall be accepted at the discretion of the Public Work's Director/City Engineer.

RESOLUTION NO. CSD 2011-07

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO APPROVE AND ADOPT THE AMENDED MORENO VALLEY COMMUNITY SERVICES DISTRICT ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY TO PROVIDE REVISED LANGUAGE REGARDING THE SERVICE LEVEL GUIDELINES AND CORRECT MINOR GRAMMATICAL ERRORS

WHEREAS, the Moreno Valley Community Services District ("CSD") provides Zone E (Extensive Landscape Maintenance) services to designated sub-zones throughout the City of Moreno Valley that have been accepted by the CSD; and

WHEREAS, in 2007, the City Council, acting in the capacity as President and Members of the Board of Directors of the Moreno Valley CSD ("CSD Board") adopted General Policy #2.41, Zone E (High-Service-Level Parkway Landscape Maintenance) Service Plan Policy, to provide landscape preservation through continued maintenance services; and

WHEREAS, the Zone E (Extensive Landscape Maintenance) sub-zones are provided a special benefit in excess of general benefits conveyed upon properties within the City of Moreno Valley; and

WHEREAS, Zone E (Extensive Landscape Maintenance) service charges are based upon full cost recovery for the designated level of service as it relates to the special benefit sub-zones; and

WHEREAS the CSD Board desires to revise the existing policy to incorporate certain amendments proposed by City staff as set forth in the form attached hereto and incorporated herein by Attachment 1, the Moreno Valley Community Services District Zone E (Extensive Landscape Maintenance) Service Plan Policy, as revised.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The above recitals are true and correct

SECTION 2. The amended policy is hereby approved and adopted. A copy of the amended policy shall be kept in the office of the City Clerk

SECTION 3. The resolution shall become effective upon its adoption.

APPROVED AND ADOPTED this 26th day of April, 2011.

_____
Mayor of the City of Moreno Valley,
acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

_____
City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, JANE HALSTEAD, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that CSD Resolution No. 2011-07 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 26th day of April, 2011, by the following vote:

AYES: Boardmembers Batey, Hastings, Vice-President Molina and President Stewart

NOES: None

ABSENT: Boardmember Co

ABSTAIN: None

_____

SECRETARY

(SEAL)

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE E (EXTENSIVE PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN

PURPOSE: This policy outlines the service plan parameters for maintaining Moreno Valley Community Services District (CSD) Zone E (Extensive Landscape Maintenance) sub-zones.

OBJECTIVE: It is the objective of the CSD to implement the CSD Zone E (Extensive Landscape Maintenance) Service Plan policy to provide guidelines for the maintenance of CSD Zone E sub-zones throughout the City of Moreno Valley (City). Maintenance of the sub-zones shall be consistent with available funding.

DEFINITIONS:

Annual Inflation Adjustment:

The annual inflation adjustment shall be based on a clearly defined formula as per Government Code Section 53739. The application of the Annual Inflation Adjustment is not considered an increase to the Annual Parcel Charge and does not require a reballot or additional approval by the property owners. An Annual Inflation Adjustment will only be applied if previously approved.

Full Cost Recovery:

May include, but is not limited to: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, administrative and maintenance staff support, maintenance and operating reserves, and other items necessary for the satisfactory maintenance of landscaped parkways, medians, entry statements, and/or open spaces.

Proposition 218:

California State Constitutional amendment, Articles XIIIC and XIIID, requires voter approval for any new, extended, or increased general or special tax, property-related assessment, fee, and/or charge. For property-related charges, such as CSD Zone E, a simple majority (50%+1) of returned valid ballots is required for approval.

POLICY:

I. CSD Zone E (Extensive Landscape Maintenance) Program & Funding

A. CSD Zone E is a distinct benefit service program that provides extensive landscape maintenance services to specific major residential/commercial developments (sub-zones) that have landscaped perimeters, medians, entry statements, and/or open space throughout the City. A sub-zone defines the location of the service area within the City.

B. The CSD has accepted for maintenance designated landscaped parkways, medians, entry statements, and/or open spaces located throughout the City.

C. The purpose of the CSD Zone E program is to provide landscape preservation services through continued maintenance, with the objective to:

1. Enhance the aesthetic quality of the sub-zone in particular and provide continuity of character throughout the CSD;

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE E (EXTENSIVE PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN

2. Encourage preservation of existing plant materials, specifically mature trees and shrubs; and

3. Provide maintenance of landscaped sub-zones consistent with available funding to support a service level.

II. CSD Zone E Funding

A. Each area of distinct benefit (sub-zone) is financed through annual charges. Charges are levied on those properties within the sub-zone and are collected annually on the Riverside County property tax bill or through a direct billing to the property owner.

B. When costs exceed the annual charges to maintain a sub-zone at a current service level, the Special Districts Division shall determine if that sub-zone may be subject to either:

1. A mail ballot proceeding, as mandated by Proposition 218; or,

2. A reduction in service to provide a service level consistent with available funding. Prior to any adjustment in service, a letter shall be sent to notify the record owners of property that the current level of service will be reduced, not less than 30 days prior to the implementation of the reduction in service level. This letter shall include the following information:

i. APN and/or description of sub-zone;

ii. Explanation and/or description of the service(s) to be modified;

iii. Date which the change(s) in service level will be implemented;

iv. Explanation on how property owners may pursue a ballot proceeding to maintain the current service level, if desired;

v. Amount of proposed increase necessary to maintain the current service level; and,

vi. A statement as to the continuation of the charge and the amount to be levied.

C. If a mail ballot proceeding occurs, the proposed annual charges shall not be more than the Full Cost Recovery amount required to maintain a specified level of landscape maintenance service. The proposed annual charges shall include an Annual Inflation Adjustment, to maintain full cost recovery.

1. Any sub-zone subject to a proposed charge increase for Zone E services shall participate in a mail ballot proceeding. If the returned valid ballots from the record owners of property for the balloted sub-zone approve the annual charges by a simple majority (50% +1), then the properties within the sub-zone may be charged an amount up to the approved annual charges.

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE E (EXTENSIVE PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN

2. If the property owners of record within the sub-zone oppose an increase in the annual charges to provide Full Cost Recovery for a specified level of service, the CSD shall retain the option to provide service at a reduced level consistent with available funding.

D. If funding is insufficient to provide for services at the Street Tree Maintenance Service level, landscape maintenance services shall be eliminated. The service area shall continue to be charged at the current annual charges for the subsequent fiscal year to provide for abatement of weed and plant materials.

III. CSD Zone E Service Levels

A. CSD Zone E sub-zones shall receive a designated level of service as listed on the table found in Section IIIC of this policy as follows:

1. Based upon the available funding for each sub-zone, the CSD shall provide either **Standard Maintenance Service, Reduced Maintenance Service**, or **Street Tree Maintenance Service.**

2. In a sub-zones where costs exceed the available funding to support Street Tree Maintenance Service, the CSD shall have the option to:

   a. Provide the sub-zone with clean-up (removal of dead or dying landscaped plant materials) to be funded at the current annual charge rate for the subsequent fiscal year; and,

   b. Vacate the public interest and revert the sub-zone to the record owner(s) of property for maintenance. Maintenance of the sub-zone shall be the sole responsibility of the record owners of property within a sub-zone.

B. Service areas that don't fund the Full Cost Recovery to support Standard Maintenance Service will be evaluated to determine what level of service, if any, can be provided. The service level for each service area is contingent upon available funding to support the designated level of service.

C. The following table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager:

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE E (EXTENSIVE PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN

Description of Landscape Maintenance Service	CSD ZONE E – GENERAL SERVICE LEVEL GUIDELINES		
	Standard Maintenance Service	**Reduced Maintenance Service**	**Street Tree Maintenance Service**
Mowing, edging & trimming (of turf areas only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed (budget permitting)	N/A
Tree trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground cover trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf fertilizer	8 applications per year (minimum)	3 applications per year	N/A
Shrub fertilizer	2 applications per year	1 application per year	N/A
Tree fertilizer	As needed	As needed (budget permitting)	As needed (budget permitting)
Pesticides:			
Shrubs/Ground covers	Pre-emergent 2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground covers	Insect/disease control (as needed)	As needed (budget permitting)	N/A
Shrubs/Ground covers	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A
Turf	Weed control, insect, and disease control (as needed)	As needed (budget permitting)	N/A
Turf	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE E (EXTENSIVE PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN

IV. Volunteer Services

A. Volunteer assistance in subsidizing Reduced Maintenance Service or Street Tree Maintenance Service may be considered on a sub-zone by sub-zone basis and only where, in the CSD's opinion, the assistance of volunteers will significantly benefit the sub-zone.

B. Volunteer assistance is limited to the following nonessential services only:

1. Litter Removal

2. Weeding

3. Donation of plant materials

   a. All plant material donations must be consistent with the current plant species used in the designated sub-zone and consistent with the Guidelines and Standards for Landscape Maintenance;

   b. All plant material donations must be approved by the Special Districts Division Manager, or their designee;

   c. All plant material donations become the property of the CSD and shall be physically planted by qualified landscape personnel employed or contracted by the City of Moreno Valley, Public Works Department, Special Districts; and,

   d. No plant donations are to be planted by any person other than those listed in Section IVB3c of this policy.

C. All volunteers must complete a City approved Volunteer Application available from the City's Human Resources Department and comply with all requirements and guidelines stated within the Personnel Policy No. 5.3, Volunteer Policy.

D. Professional Licensed Contract Services may be donated with the understanding that:

1. The professional donating the service is a licensed contractor for the type of service being donated and can show proof of professional license and/or necessary certification;

2. The professional donating the service must have and be able to provide insurance certification showing they have liability insurance coverage with limits no less than the amount required by the City's Risk Management Division;

3. It is understood that all professional donations are just that, donations, and the professional shall receive no compensation, either direct or implied, by any agent or employee or official of the City, CSD, RDA, or Special Districts Division; and

4. Donations of professional services shall be accepted at the discretion of the Public Works Director/City Engineer.

MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: April 26, 2011

TITLE: PUBLIC HEARING TO CONSIDER FEE SCHEDULE FOR FISCAL YEAR 2011-12

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Conduct a Public Hearing to receive public input on the proposed Fee Schedule for Fiscal Year (FY) 2011-12; and

2. Adopt Resolution No. 2011-36, approving the Fee Schedule for FY 2011-12.

BACKGROUND

The guiding principle behind user fee cost recovery, as established in the California Government Code, is that a jurisdiction is entitled to recover the estimated reasonable cost of providing a service for which a fee is charged, but not to recover more than its estimated reasonable cost. The City's Fee Schedule is based upon this principle.

In 2005, a comprehensive review of the City's user fee structure and cost recovery policies was conducted with the assistance of the consulting firm DMG-Maximus. Building & Safety fees were excluded from this review and are based on an earlier study conducted by DMG-Maximus in 1999. One of the major policy decisions approved by the City Council in 1999, and which has continued to the present, is to adjust user fees each year based on the year-over-year change in February Consumer Price Index (CPI), All Items, for Los Angeles-Riverside-Orange County. This policy of adjusting fees based on the annual change in CPI provides a mechanism for user fees to be adjusted annually to keep pace with inflationary cost increases incurred by the City without the need for a comprehensive review of fees each year.

DISCUSSION

Although the City's user fees, in general, are adjusted based on the annual change in CPI, the annual process for establishing the recommended Fee Schedule provides City departments the opportunity to recommend other actions, as appropriate, with respect to their fees. Department fee recommendations may include a number of different actions including the following:

1. Adding new fees as recommended;
2. Deleting certain fees that are no longer applicable;
3. Moving a certain fee from one department/program to another to reflect changes in program oversight;
4. Revising a fee description to more accurately reflect the nature of the service provided;
5. Recommending a fee adjustment different than CPI if the cost of providing the service has materially changed in the past year; and
6. Recommending a different methodology for charging a given fee to achieve more equitable cost recovery.

In order to ensure consistency among departments, all new fees or fees that are proposed to increase are based on a uniform cost analysis methodology. All fees have been increased by the growth in the Consumer Price Index (CPI). If fees were increased by some other factor or if divisions requested that fees not be increased by CPI a comment will be shown in the comments column. All proposed fee additions, deletions or revisions have been identified in red text and the description of the modification will be shown in the comments column to make them more easily identifiable.

The increase in the CPI applied to existing fees is 1.2%. This factor was developed from data released by the Bureau of Labor Statistics (BLS) for the Los Angeles-Riverside-Orange County region and reflects the average growth in the CPI over the twelve month period of February 2010 through January 2011. A twelve month average was used to reduce the impact from spikes that may occur during any given month.

Other revisions to the fee schedule include the following:

Community Development Department / Building and Safety Division

All fees that are charged on an hourly basis were increased from $122 per hour to $150 per hour to reflect the fully burdened hourly rate.

All fees charged on an hourly basis by the Building and Safety Division have been increased to incorporate the related overhead costs. In the past this component was not included when charging the hourly rate fee to customers. This overhead is composed of internal service fund charges for rent and other fixed charges and service costs. Increasing these fees by this overhead component follows Council's policy of achieving full cost recovery for services.

Community Development Department / Planning Division

The Community Development Department proposes the following changes in the Planning Division fees:

The Planning Division fee for Agenda Subscription has been deleted since the agenda is available on the City's website.

The following Planning Division fees are being added to the fee schedule:

- Concurrent Processing – Base Fee + 30%
- Fully Burdened Hourly Rate - $168.00 per Hour

Most other planning fees, excluding deposit based fees and service fees, were increased by both the CPI and an additional factor of 32% which accounts for overhead costs related to the Planning Division. These overhead costs were identified during the last fee study but were not incorporated into the fee structure at that time. This overhead is composed of internal service fund charges for rent and other fixed charges and service costs. Increasing these fees by this overhead component follows Council's policy of achieving full cost recovery for services.

Financial & Administrative Services Department/Animal Services Division

The fees related to the cremation of companion pets has been deleted. Due to the lack of demand for the service and increasing regulatory requirements and related costs this service is no longer available.

Parks & Community Services Department

The following Recreation Program fees have been deleted from the fee schedule as the classes are no longer offered:

Adult Classes

- Golf Lessons
- Hip Hop /Funky Jazz
- Instant Piano for Extremely Busy People
- Kickboxing Aerobics
- Swing Dance

Youth/Teen Classes

- Parent And Me Gymnastics – Youth
- Tumbling Toddlers – Youth

The following Recreation Program fees are being added to the fee schedule:
Special Events

- Art au Soleil - $15.00 to $25.00 per Booth

The following Park Reservation fees are being added to the fee schedule:

Over 4 Hour Play
- Field Preparation – Weekend – Cost Recovery - $110.00

Park Fees
- Electrical Use - $35.00 per Day

The following Park Reservation fees are being deleted from the fee schedule:

Over 4 Hour Play
- Booking Fee Non-lighted Fields
- Booking Fee Lighted Fields

The following Facility Rental fees are being added to the fee schedule:

Senior Center
- Banquet Room with Patio – 4 hrs min Monday through Thursday (w Kitchen)
  - Group 1 -$20.00
  - Group 2 -$90.00
  - Group 3 -$175.00

- Banquet Room with Patio – 2 hrs min Friday through Sunday (w Kitchen)
  - Group 1 -$35.00
  - Group 2 -$175.00
  - Group 3 -$300.00

Conference and Recreation Center
- Grand Valley Ballroom with small patio attendance under 200 – 3 hour min Saturday
  - Group 3 - $250.00 per Hour
  - Group 4 - $350.00 per Hour

Mobile Stage Unit
- Category V Outside of boundaries of Moreno Valley - $600.00 per Day

Police Department

The following Police Department fees have been deleted because Polariod prints are no longer used:
- Taking of Polaroid print and providing photo/slide and negative (3”x5” or 8”x10”)
- Taking of Polaroid photograph or reprint

The hourly rates for police services at a public event were revised to reflect current contract rates.

- Police Sergeant - $95.37
- Police Officer - $70.67
- Community Services Officer - $48.35

Public Works Department/Special Districts

The Ballot Fee was deleted from the Special Districts fee schedule.

The Mail Ballot Proceeding Administrative Fee was revised to reflect full cost.

The following Special Districts fees are being added to the fee schedule:

- Miscellaneous Document Preparation, Review, Research, Processing etc

Mail Ballot Processing

- Administrative Fee (Annexations Only) - $1,753.00 per Proceeding
- Additional/Reschedule Council Meeting - $770.00 per Meeting
- Annexation/Boundary Map Preparation – Actual Cost per Map

Fee Schedule Implementation

The proposed updates to the Fee Schedule are scheduled to become effective Tuesday, July 5, 2011 to allow for the 60-day waiting period required for increases to development-related fees by Government Code Section 660016-17.

ALTERNATIVES

The following alternatives are available to the City Council:

1. Following the public hearing, adopt Resolution No. 2011-36, approving the proposed Fee Schedule for FY 2011-12.

2. Following the public hearing, modify the proposed Fee Schedule prior to adopting Resolution No. 2011-36.

3. Provide staff with further direction.

Staff recommends Alternative No. 1.

FISCAL IMPACT

User fees included in the City's Fee Schedule generate revenues that enable the City to provide a wide variety of services requested by our constituents. For FY 2011-12, these

revenues are projected to be approximately $13 million, which includes the General Fund and various zones in the Community Services District (CSD).

CITY COUNCIL GOALS

Revenue Diversification and Preservation: Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

SUMMARY

It has been City Council's policy to adjust user fees annually to reflect changes in the Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County region. The applicable CPI has increased slightly (1.2%) in the past year and most fees have been adjusted to reflect this increase. Other fee adjustments are recommended, where appropriate, to better reflect the City's actual cost of providing the applicable service, to achieve more equitable cost recovery, or to clarify how fees are applied. It is recommended that City Council adopt Resolution No. 2011- approving the Fee Schedule for FY 2011-12.

NOTIFICATION

The City Council meeting of April 26, 2011, has been properly noticed as a Public Hearing to consider the proposed FY 2011-12 Fee Schedule.

ATTACHMENTS/EXHIBITS

Resolution No. 2011-36
Exhibit "A" - Proposed Schedule of City Fees, Charges and Rates, Fiscal Year 2011-12

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ESTABLISHING SPECIFIED FEES FOR VARIOUS SERVICES FOR FISCAL YEAR 2011-12 AND REPEALING PRIOR RESOLUTIONS THAT MAY BE IN CONFLICT

WHEREAS, the City Council has in the past approved and adopted fee schedules for various services provided by the City for the benefit of a limited number of persons; and

WHEREAS, the cost of rendering such services should be borne by the beneficiaries of such service; and

WHEREAS, data supporting the estimated cost of providing said services has been made available to the City Council and to the public; and

WHEREAS, the City Council has duly considered at a duly noticed public hearing the question of whether or not to modify existing fees and establish new fees for such services, to provide more equitable cost recovery for such services; and

WHEREAS, at said hearing, the City Council duly considered all public comments which were made with respect to said question;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The fee schedule attached as Exhibit "A" hereto is hereby approved and adopted.

2. Where services are performed for the City by another governmental agency, the fees charged by the City shall be adjusted upward or downward to reflect fluctuations, if any, in the price which the City pays to the other government agency for such services. Such adjustments shall be made as the fluctuations occur if imposed upon the City without recourse.

3. All prior enactments of the City Council establishing fees for services, materials, impact and mitigation are hereby repealed to the extent that such enactments establish fees for services, materials and mitigation which are different than the fees established therefore by this Resolution, but shall otherwise remain in full force and effect.

4. All fees established by this Resolution shall, when collected, be paid to the City Treasurer for deposit into the General Fund of the City or into such special funds as may be otherwise required by law.

5. If any provision, clause, sentence or paragraph of this Resolution or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect any other provision or application of the provisions of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are hereby declared to be severable.

6. Each fee or charge set by this Resolution is for the specific process or service to which the fee or charge is related. When a process or service in addition thereto is requested or required, the appropriate additional fee or charge shall be imposed and collected only upon approval of the City Council.

7. When a fee or charge is indicated on a unit basis, a fee or charge for each such unit or portion of a unit associated with the requested or required process or service shall be imposed and collected.

8. If a deposit has been made on account of a fee or charge, and where the deposit is insufficient to pay the later-determined actual fee or charge, the balance due shall be paid to the City before any associated entitlement or permit is issued to the applicant. If the amount of the deposit exceeds the later-determined actual fee or charge, the overage shall be refunded to the applicant, except that an overage of one dollar or less shall not be refunded but shall be transferred to the General Fund of the City.

9. The fees approved, increased and established herein shall become effective July 4, 2011.

APPROVED AND ADOPTED this 26th day of April, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2011-36 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 26th day of April, 2011 by the following vote:

AYES: Council Members Hastings, Batey, Mayor Pro Tem Molina and Mayor Stewart

NOES: None

ABSENT: Council Member Co

ABSTAIN: None

_____

CITY CLERK

(SEAL)

MORENO VALLEY
WHERE DREAMS SOAR

City of Moreno Valley

Schedule of City Fees, Charges and Rates

Fiscal Year 2011-12

MV00198127

City of Moreno Valley

Schedule of City Fees, Charges and Rates

Fiscal Year 2010-11

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MV00198128

Section 1 - City Clerk

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Agenda Subscription	per Year	$ 102.00		$ 103.00		
Certification of Public Records	Each	$ 6.00		$ 6.00		
Minutes Subscription	per Year	$ 102.00		$ 103.00		
Municipal Code and Code Supplements	per Page	$ 0.20	+mailing costs	$ 0.20	+mailing costs	
Nomination Papers Filing Fee	Each	$ 25.00	Pursuant to §10228 of the CA Elections Code	$ 25.00	Pursuant to §10228 of the CA Elections Code	
Notice of Intent Filing Fee	Each	$ 200.00	Pursuant to § 9202 of the CA Elections Code	$ 200.00	Pursuant to § 9202 of the CA Elections Code	
Audio Tape Recordings of Council Meetings	per Tape	$ 2.00		$ 2.00		
Fair Political Practices Commission (FPPC)	per Page	$ 0.10		$ 0.10		

MV00198129

Section 2 - City Manager

Cable TV Administration and Production

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Video Recordings of Council Meetings	per Tape	$ 1.00	$ 6.00	DEPT REQUEST
Recordings of Council Meetings on DVD	per DVD	$ 2.00	$ 2.00	No Change
Recording of Council Meetings on CD (Audio only MP3 file)	per CD	$ 1.00	$ 2.00	DEPT REQUEST

MV00198130

Section 3 - Community Development

Building and Safety

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Water Heater Permit	Each	$ 60.00	$ 60.00	
Water Heater Permit Re-inspection	Each	$ 60.00	$ 60.00	
Residential Tract Unit				
Note: Residential tract plan check fees and residential tract housing inspection fees are based on the following tables:				
1 Story Permit				
<= 1,400 sq ft		$ 454.00	$ 459.00	
> 1,400 sq ft	per 50 sq ft	$ 7.10	$ 7.19	
1 Story Plan Check				
<= 1,400 sq ft		$ 641.00	$ 649.00	
> 1,400 sq ft	per 50 sq ft	$ 6.52	$ 6.60	
1.5 Story Permit				
<= 1,400 sq ft		$ 525.00	$ 531.00	
> 1,400 sq ft	per 50 sq ft	$ 8.00	$ 8.10	

MV00198131

Section 3 - Community Development

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Building and Safety				
1.5 Story Plan Check				
<= 1,400 sq ft		$ 792.00	$ 802.00	
> 1,400 sq ft	per 50 sq ft	$ 8.60	$ 8.70	
2 Story Permit				
<= 1,400 sq ft		$ 637.00	$ 645.00	
> 1,400 sq ft	per 50 sq ft	$ 8.89	$ 9.00	
2 Story Plan Check				
<= 1,400 sq ft		$ 792.00	$ 802.00	
> 1,400 sq ft	per 50 sq ft	$ 8.60	$ 8.70	
Identical Unit Plan Check	per Unit	$ 88.00	$ 89.00	
Structural Alterations				
1 Story				
<= 1,400 sq ft		$ 372.00	$ 376.00	
> 1,400 sq ft	per 50 sq ft	$ 2.98	$ 3.02	
1.5 Story				
<= 1,400 sq ft		$ 391.00	$ 396.00	
> 1,400 sq ft	per 50 sq ft	$ 4.45	$ 4.50	
2 Story				
<= 1,400 sq ft		$ 391.00	$ 396.00	
> 1,400 sq ft	per 50 sq ft	$ 4.45	$ 4.50	

MV00198132

Section 3 - Community Development

Building and Safety

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Non-Structural Alterations				
1 Story				
<= 1,400 sq ft		$ 156.00	$ 158.00	
> 1,400 sq ft	per 50 sq ft	$ 1.48	$ 1.50	
1.5 Story				
<= 1,400 sq ft		$ 194.00	$ 196.00	
> 1,400 sq ft	per 50 sq ft	$ 2.07	$ 2.09	
2 Story				
<= 1,400 sq ft		$ 194.00	$ 196.00	
> 1,400 sq ft	per 50 sq ft	$ 2.07	$ 2.09	

Building Permit Fees

1997 Uniform Administrative Code fees

Building Plan Check Fees

When building plans are required by the Building Official, plan check fees shall be equal to the building permit fee (100%) and shall be paid at the time of submitting plans, excluding the permit issuance fee.

MV00198133

Section 3 - Community Development

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees

Building and Safety

Electrical Permit Fees

1997 Uniform Administrative Code fees

Note: An Electrical Permit Fee is separate from, and in addition to, the fee for any other permit which may be required by other code provisions.

Electrical Plan Check Fees

Whenever electrical plans are required by the Building Official, plan check fees shall be equal to the electrical permit (100%) and shall be paid at the time of submitting plans, excluding the permit fee.

Mechanical Permit Fees

1997 Uniform Administrative Code fees

Note: A mechanical permit fee is separate from, and in addition to, the fee for any other permit, which may be required by other code provisions.

Mechanical Plan Check Fees

Whenever mechanical plans are required by the Building Official, plan check fees shall be equal to the electrical permit (100%) and shall be paid at the time of submitting plans, excluding the permit fee.

Plumbing Permit Fees

1997 Uniform Administrative Code fees

Note: A plumbing permit fee is separate from, and in addition to, the fee for any other permit, which may be required by other code provisions.

MV00198134

Section 3 - Community Development

Building and Safety

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees

Plumbing Plan Check Fees

Whenever plumbing plans are required by the Building Official, plan check fees shall be (100%) and shall be paid at the time of submitting plans, excluding the permit fee.

Pool and Spa Permit Fees

1997 Uniform Administrative Code

Pool and Spa Plan Check Fees

Whenever specific plans are required by the Building Official, plan check fees shall be equal to the electrical permit (100%) and shall be paid at the time of submitting plans, excluding the permit fee.

Note: These fees do not include the permit fees for any parts of the pool and spa system which are subject to the requirements of other applicable codes.

Miscellaneous Fees

Minimum Permit Fee	Each	$ 122.00	$ 123.00	
Permit Issuance	Fee	$ 32.00	$ 32.00	

MV00198135

Section 3 - Community Development

Building and Safety

Investigation Fees

For work that is under construction for which no permit has been obtained, the investigation fee shall be equal to the value set forth in this Resolution for permit fees (building, electrical, mechanical, plumbing, etc). Plan check fees may be assessed as directed by the Building Official.

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Research/ Administration Fee				
First 15 minutes		No charge		
Each additional 30 minutes or fraction thereof		$ 32.00	$ 32.00	
Re-inspection fees approved by the Building Official	per Hour	$ 122.00	$ 150.00	DEPT REQUEST
Inspections for which no fee is specifically identified	per Hour	$ 122.00	$ 150.00	DEPT REQUEST
Additional plan review required by changes, additions or revisions to approved plans or incomplete plan check re-submittal after 3 reviews	per Hour	$ 122.00	$ 150.00	DEPT REQUEST
Inspection outside of normal business hours (2 hr min)	per Hour	$ 122.00 *	$ 150.00 *	DEPT REQUEST
* Or the fully burdened hourly rate cost to the City, whichever is greater				
Premium Inspection - During business hours (Inspection provided within 2 hours after payment)	per Hour	$ 122.00	$ 150.00	DEPT REQUEST
Certificate of Occupancy Inspection	Each	$ 178.00	$ 180.00	

MV00198136

Section 3 - Community Development

Code and Neighborhood Services

	Unit	Current Fee		Proposed Fee		Proposed Changes to Fees
Re-inspection Fee for Failed Compliance	Each	$ 181.00		$ 183.00		
Nuisance Abatement Administrative Fee						
Level 1 (4 hrs or less)	Each	$ 240.00		$ 243.00		
Level 2 (more than 4 hrs)	Hourly	$ 89.00		$ 90.00		
Removal of Signs in Right-of-Way						
Sign Removal	Each	$ 25.00		$ 25.00		
Surcharge on signs requiring special equipment or additional labor to remove	Each	$ 53.00	or actual cost of removal whichever is greater	$ 54.00	or actual cost of removal whichever is greater	
Lost or Stolen Parking Ticket Recovery	Each	$ 11.00		$ 11.00		
Drive-off Parking Violation	Each	$ 18.00		$ 18.00		
Department of Motor Vehicle (DMV) Hold	Each	$ 10.00	or current DMV rate	$ 10.00		
Certificate of Correction		$ 141.00		$ 143.00		
Rotational Tow Service Program						
Application	Each	$ 2,828.00		$ 2,862.00		
Agreement	Deposit	$ 5,000.00	Actual charge is "fully burdened" rate charge	$ 5,000.00	Actual charge is "fully burdened" rate charge	
Rotational Tow Vehicle Release Fee	Each	$ 74.00		$ 75.00		

MV00198137

Section 3 - Community Development

Planning

	Unit	Current Fee		Proposed Fee		Proposed Changes to Fees
~~Agenda Subscription~~	~~Annual~~	~~$ 100.00~~		~~$ 301.00~~		FEE DELETED
Annexation Process and Environmental Review	Deposit	$ 5,000.00	Actual charge is "fully burdened" rate charge	$ 5,000.00	Actual charge is "fully burdened" rate charge	No Change
Appeal		$ 750.00		$ 750.00		No Change
Change of Zone	Deposit	$ 3,000.00	Actual charge is "fully burdened" rate charge	$ 3,000.00	Actual charge is "fully burdened" rate charge	No Change
Conditional Use Permit		$ 7,684.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	$ 10,047.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	DEPT REQUESTED
Conditional Use Permit: Admin & Existing Structure		$ 4,616.00	Plus applicable notice and posting fees	$ 6,076.00	Plus applicable notice and posting fees	DEPT REQUESTED
Conditional Use Permit (Com/Ind)	per Acre	$ 65.00		$ 65.00		No Change
Conditional Use Permit: Amended CUP/Substantial Conformance		$ 4,168.00	Plus applicable notice and posting fees	$ 5,342.00	Plus applicable notice and posting fees	DEPT REQUESTED
Custom Home Review		$ 860.00		$ 1,013.00		DEPT REQUESTED
Development Agreement	Deposit	$ 7,400.00	Actual charge is "fully burdened" rate charge	$ 7,400.00	Actual charge is "fully burdened" rate charge	No Change

MV00198138

Section 3 - Community Development

Planning

	Unit	Current Fee		Proposed Fee		Proposed Changes to Fees
Development Agreement Amendment	Deposit	$ 3,225.00	Actual charge is "fully burdened" rate charge	$ 3,225.00	Actual charge is "fully burdened" rate charge	No Change
Development Agreement Annual Review	Deposit	$ 1,000.00	Actual charge is "fully burdened" rate charge	$ 1,000.00	Actual charge is "fully burdened" rate charge	No Change
Development Code Amendment	Deposit	$ 5,000.00	Actual charge is "fully burdened" rate charge	$ 5,000.00	Actual charge is "fully burdened" rate charge	No Change
Environmental Review						
EIR Report Preparation	Deposit	$ 7,000.00	Actual charge is "fully burdened" rate charge	$ 7,000.00	Actual charge is "fully burdened" rate charge	No Change
Expanded Initial Study / ~~Environmental Study Review~~ Expanded Project Review	Deposit	$500 per Study	Actual charge is "fully burdened" rate charge	$500 per Study	Actual charge is "fully burdened" rate charge	No Change
Environmental Assessment		$ 753.00		$ 1,000.00		DEPT REQUESTED
Environmental Mitigation Monitoring	Deposit	$ 3,500.00	Actual charge is "fully burdened" rate charge	$ 3,500.00	Actual charge is "fully burdened" rate charge	No Change
Extension of Time		$ 2,609.00		$ 3,181.00		DEPT REQUESTED
Fully Burdened Hourly Rate	Per Hour			$ 168.00		NEW FEE
General Plan Amendment	Deposit	$ 3,000.00	Actual charge is "fully burdened" rate charge	$ 3,000.00	Actual charge is "fully burdened" rate charge	No Change
Home Occupation Permit		$ 68.00		$ 91.00		DEPT REQUESTED

MV00198139

Section 3 - Community Development

Planning

	Unit	Current Fee		Proposed Fee		Proposed Changes to Fees
Plan Check and Inspection						
Residential (1st through 3rd Review)		$ 486.00		$ 649.00		DEPT REQUESTED
Non-Residential (1st through 3rd Review)		$ 727.00		$ 971.00		DEPT REQUESTED
(Including multiple family projects residential tentative and final tract map)						
Re-inspection		$ 142.00		$ 168.00		DEPT REQUESTED
4th and subsequent (Land Development Reviews)	Per Sheet	$ 71.00		$ 84.00		DEPT REQUESTED
4th and subsequent (All Other Reviews)		100% of original fee		100% of original fee		No Change
Concurrent processing				Base fee + 30%		NEW FEE
Newspaper Notice		$ 285.00		$ 285.00		No Change
Phasing Map		$ 1,955.00		$ 2,321.00		DEPT REQUESTED
Planning Letter						
Basic		$ 84.00		$ 112.00		DEPT REQUESTED
Interpretation and Research Required	Deposit	$ 250.00	Actual charge is "fully burdened" rate charge	$ 250.00	Actual charge is "fully burdened" rate charge	No Change
Planning Review of Building Permits		$ 178.00	+5% of plan check fee	$ 178.00	+5% of plan check fee	No Change

MV00198140

Section 3 - Community Development

Planning

Plot Plan

	Unit	Current Fee		Proposed Fee		Proposed Changes to Fees
With hearing		$ 8,274.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	$ 10,256.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	DEPT REQUESTED
(Note: More than one may be charged for projects with multiple buildings or parcels)						
Without hearing (notice)		$ 5,652.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	$ 6,892.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	DEPT REQUESTED
Without hearing (no notice)		$ 2,702.00		$ 3,384.00		DEPT REQUESTED
Amended plot plan/substantial conformance		$ 2,940.00		$ 3,759.00		DEPT REQUESTED
Multi-Family	per Unit	$ 30.00		$ 40.00		DEPT REQUESTED
Plot Plan Conditional Use Permit (Com/Ind)	per Acre	$ 65.00		$ 87.00		DEPT REQUESTED
Administrative (Includes second units ~~and granny flats~~)		$ 607.00		$ 811.00		DEPT REQUESTED
Property Posting		$140 per street frontage + $75 per project		$140 per street frontage + $75 per project		No Change
Pre-application Review		$ 561.00		$ 749.00		DEPT REQUESTED

MV00198141

Section 3 - Community Development

	Unit	Current Fee		Proposed Fee		Proposed Changes to Fees
Planning						
Renewal Fee		50% of original fee		50% of original fee		
Reversion to Acreage	Deposit	$ 1,500.00	Actual charge is "fully burdened" rate charge	$ 1,500.00	Actual charge is "fully burdened" rate charge	No Change
Signs						
Banner		$ 31.00		$ 41.00		DEPT REQUESTED
Permit: Wall		$ 87.00		$ 116.00		DEPT REQUESTED
Permit: Monument		$ 346.00		$ 462.00		DEPT REQUESTED
Permit: Pole and Freeway		$ 578.00		$ 772.00		DEPT REQUESTED
Review Program	Deposit	$ 650.00	Actual charge is "fully burdened" rate charge	$ 650.00	Actual charge is "fully burdened" rate charge	No Change
Program Amendment Review	Deposit	$ 325.00	Actual charge is "fully burdened" rate charge	$ 325.00	Actual charge is "fully burdened" rate charge	No Change
Special Event Permit		$ 34.00		$ 34.00		No Change
Specific Plan	Deposit	$17,000.00	Actual charge is "fully burdened" rate charge	$ 17,000.00	Actual charge is "fully burdened" rate charge	No Change
Specific Plan Amendment	Deposit	$ 8,000.00	Actual charge is "fully burdened" rate charge	$ 8,000.00	Actual charge is "fully burdened" rate charge	No Change

MV00198142

Section 3 - Community Development

Planning

	Unit	Current Fee		Proposed Fee		Proposed Changes to Fees
Subdivision Sales Office (Trailer) and Model Home Complexes-Temporary		$ 862.00		$ 1,007.00		DEPT REQUESTED
Temporary Use Permits		$ 241.00		$ 277.00		DEPT REQUESTED
Tentative Parcel Map						
Residential		$ 6,709.00 +		$ 8,409.00		DEPT REQUESTED
additional lot	per Lot	$ 87.00		$ 116.00		DEPT REQUESTED
		+ applicable environmental review and applicable notice and posting fees.		+ applicable environmental review and applicable notice and posting fees.		
Commercial		$ 7,422.00 +		$ 9,130.00		DEPT REQUESTED
additional lot	per Lot	$ 87.00		$ 116.00		DEPT REQUESTED
		+ applicable environmental review and applicable notice and posting fees.		+ applicable environmental review and applicable notice and posting fees.		
Waiver	Deposit	$ 1,000.00	Actual charge is "fully burdened" rate charge plus applicable notice and posting fees.	$ 1,000.00	Actual charge is "fully burdened" rate charge plus applicable notice and posting fees.	No Change
Tentative Tract or Condo Map		$ 8,497.00 +		$ 10,562.00 +		DEPT REQUESTED
additional lot	per Lot	$ 72.00		$ 96.00		DEPT REQUESTED
		+ applicable environmental review and applicable notice and posting fees.		+ applicable environmental review and applicable notice and posting fees.		
Tentative Tract or Parcel Map Revised		$ 4,229.00	Plus applicable notice and posting fees	$ 5,346.00	Plus applicable notice and posting fees	DEPT REQUESTED

MV00198143

Section 3 - Community Development

Planning

	Unit	Current Fee		Proposed Fee		Proposed Changes to Fees
Variance from Standards						
Public Hearing Variance		$ 2,618.00	Plus applicable notice and posting fees	$ 3,837.00	Plus applicable notice and posting fees	DEPT REQUESTED
Administrative Variance		$ 474.00		$ 633.00		DEPT REQUESTED

Notes:

The environmental review fee shall be charged only one time for concurrently filed major developmental review applications. For example, the fee for a concurrently filed Parcel Map and Plot Plan will be the sum of the respective fees minus one environmental review fee.

Fees for quasi-public uses shall be reduced by 25%.

MV00198144

Section 4 - Financial & Administrative Services

Animal Services

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Adoption Fee (Does not include the cost for spay/neuter)				
Dogs	Each	$ 30.00	$ 30.00	
Cats	Each	$ 19.00	$ 19.00	
Rabbit, Hamsters and Guinea Pigs	Each	$ 10.00	$ 10.00	
Other Animals *	Each	$ 10.00	$ 10.00	
* Fee for "Other Animals" not to exceed the fair market price				
Deposits (Refundable)				
Rabies Vaccination	Each	$ 20.00	$ 20.00	No Change
Spay & Neuter	Each	$ 75.00	$ 75.00	No Change
Owner Relinquishment				
Dog/Cat*	Each	$ 22.00	$ 22.00	
Dog/Cat-Litter*	Each	$ 22.00	$ 22.00	
Other Domestic*	Each	$ 10.00	$ 10.00	
* Owner may be asked to pay for the cost of spay/neuter and/or vaccines				
** Out of area animals are accepted at the discretion of shelter staff based on adoptability and shelter population				
Owner Requested Companion Pet Euthanasia				
Small/Medium (0-50 lbs)	Each	$ 22.00	$ 22.00	
Medium/Large (> 50 lbs)	Each	$ 26.00	$ 26.00	
Litter (up to 8)	Each	$ 22.00	$ 22.00	
Litter (each add'l >8)	Each	$ 2.00	$ 2.00	
Deceased Animal Disposal				
Small/Medium (0-50 lbs)	Each	$ 18.00	$ 18.00	
Medium/Large (51+ lbs)	Each	$ 22.00	$ 22.00	
~~Cremation of Deceased Companion Pets~~				
~~Base Fee (includes container)~~	~~Each~~	~~$ 50.00~~	~~$ 50.00~~	FEE DELETED
~~Additional pounds > 60lbs~~	~~per Pound~~	~~$ 1.00~~	~~$ 1.00~~	FEE DELETED

MV00198145

Section 4 - Financial & Administrative Services

Animal Services

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Animal Redemption				
1st Impound	Per Animal	$ 25.00	$ 25.00	
2nd Impound	Per Animal	$ 50.00	$ 51.00	
3rd Impound	Per Animal	$ 75.00	$ 76.00	
More than 3 (each occurrence)*	Per Animal	See Note *	See Note *	
Small Livestock **	Per Animal	$ 29.00	$ 29.00	
Large Livestock **	Per Animal	$ 58.00	$ 59.00	
Other (birds, reptiles, etc)	Per Animal	$ 19.00	$ 19.00	
* Impound fee will increase by $50 for each additional occurrence. For example the 4th occurrence would be $125, the 5th occurrence would be $175 etc.				
** Trailering Fee		$ 57.00	$ 58.00	
		+ actual cost for AC(	+ actual cost for ACO	
Boarding				
Dogs, Cats & Other	Per Day	$ 6.00	$ 6.00	
Small Livestock	Per Day	$ 8.00	$ 8.00	
Large Livestock	Per Day	$ 11.00	$ 11.00	
Other Small Animals	Per Day	$ 5.00	$ 5.00	
Special handling fee	Per Animal	$ 20.00	$ 20.00	
(Special handling relates to call that require additional Animal Control Officers or extraordinary circumstances such as badly decomposed, owned, deceased animals or transportation to a Veterinarian for sick/injured				
Re-inspection Fee (Failed compliance on confinement/property inspections)	Per Inspection	$ 50.00	$ 51.00	

MV00198146

Section 4 - Financial & Administrative Services

Animal Services

		Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Licensing					
Dog (altered)					
	1 year	Each	$ 10.00	$ 11.00	DEPT REQUEST
	2 year	Each	$ 19.00	$ 20.00	DEPT REQUEST
	3 year	Each	$ 26.00	$ 27.00	DEPT REQUEST
Dog (unaltered)					
	1 year	Each	$ 41.00	$ 42.00	DEPT REQUEST
	2 year	Each	$ 60.00	$ 62.00	DEPT REQUEST
	3 year	Each	$ 78.00	$ 80.00	DEPT REQUEST
Potentially Dangerous/Vicious		Each	$ 99.00	$ 100.00	
Economic Hardship* (altered only)		Each	$ 6.00	$ 6.00	
*Residents must provide proof that they earn 65% of the median income as set by HUD for the County of Riverside.					
Late Fee		Each	$ 19.00	$ 19.00	
Transfer Fee		Each	$ 6.00	$ 6.00	
Lost Tag Replacement		Each	$ 6.00	$ 6.00	
Kennel					
Class I Dog					
	1 year	Each	$ 128.00	$ 130.00	
	2 year	Each	$ 189.00	$ 191.00	
Class II Dog					
	1 year	Each	$ 194.00	$ 196.00	
	2 year	Each	$ 251.00	$ 254.00	
Cattery					
	1 year	Each	$ 128.00	$ 130.00	
	2 year	Each	$ 189.00	$ 191.00	
Late Fee			$ 61.00	$ 62.00	

MV00198147

Section 4 - Financial & Administrative Services

Animal Services

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Other Services				
Dog DA2PP Vaccination *	Each	$ 10.00	$ 10.00	
Cat FVRCP Vaccination **	Each	$ 10.00	$ 10.00	
Microchip (Owner to pay AKC registration fee)	Each	$ 16.00	$ 16.00	

* DA2PP Vaccination- Distemper, Adeno-2, Parvo and Oanfluenza (commonly known as a 5 in 1)
** FVRCP Vaccination - Feline Viral Rhinotracheitus (FHV-1), Calicivirus and Panleukopenia (commonly known as a 4 in 1)

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Trap Rental				
Cat				
Trap Rental	per Week	$ 12.00	$ 12.00	No Change
Refundable Deposit		$ 50.00	$ 50.00	No Change
Dog				
Trap Rental	per Week	$ 20.00	$ 20.00	No Change
Refundable Deposit		$ 150.00	$ 150.00	No Change
Requests for Information	per Page	$ 0.20	$ -	
Pet Identification Tags	Each	$5.50 - $7.50		
Surcharges				
Unlicensed Animal	Each	$ 15.00	$ 15.00	
Un-altered Animal	Each	$ 15.00	$ 15.00	
Out-of-area Service Request (for non-residents)	Each	$ 25.00	$ 25.00	
Un-altered Kennel/Cattery	Each	$ 50.00	$ 51.00	
Owner Field Service Request	Each	$ 15.00	$ 15.00	
After Hours Emergency Field Response	Each	$ 20.00	$ 20.00	

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Section 4 - Financial & Administrative Services

Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees

Animal Services

Municipal Code Reference	Violation	Offenses within a 36 month period		
		1st	2nd	3rd
10.02.020 A	Failure to License Dog/Wear License Tag	$50.00	$100.00	$200.00
10.02.020 B	Failure to Vaccinate for Rabies	$50.00	$100.00	$200.00
10.02.040	Failure to License Kennel/Cattery	$100.00	$200.00	$500.00
10.02.130 A-G	Animal Cruelty-Minor Offense	$100.00	$200.00	$500.00
10.02.130 A-G	Animal Cruelty-Major Offense	$200.00	$500.00	
10.02.090 N	Animal Abandonment	$100.00	$200.00	$500.00
10.02.080 A,B	Animal at Large-Altered	$50.00	$100.00	$200.00
10.02.080 A,B	Animal at Large-Unaltered	$100.00	$200.00	$500.00
10.02.080 E	Animal at Large-Threat to Public Safety	$200.00	$500.00	$500.00 (plus removal from City*)
10.02.100	Failure to Provide Proof of Spay/Neuter (spay/neuter deposit forfeited)	$150.00		
10.02.160	Failure to Comply with Public Nuisance Remedial Requirements	$100.00	$200.00	$500.00
10.02.240-270	Failure to Comply with Requirements for Potentially Dangerous or Vicious Animals	$500.00	$500.00	s removal from City*)
10.02.120	Failure to Quarantine/Produce the Animal/Concealing Information	$100.00	$200.00	$500.00
10.02.110	Barking Dog	$100.00	$200.00	$500.00
10.02.140 C,D	Interference with ACE or Tampering with Animal/Equipment	$100.00	$200.00	$500.00
10.02.010	Failure to Pay for Services Rendered or Outstanding Fees	$50.00	(plus outstanding balance)	
H&S 122335	Dog Tethering Violation	$50.00	$100.00	$200.00
H&S 122125- 122220	Violation of Pet Protection Act (Businesses/Commercial Breeding)	$50.00	$200.00	$500.00

* 10.20.160 B.8 Public Nuisance-Prohibit or regulate the acquiring and keeping within the city specified animals for a period of up to five years.

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Section 4 - Financial & Administrative Services

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Financial Operations				
Annual City Budget	Each	$10.00	$10.00	Also available on City website
Comprehensive Annual Financial Report (CAFR)	Each	$10.00	$10.00	Also available on City website

The Annual City Budget and the CAFR are also available on the City's website at the following links:

Budget http://www.moval.org/city_hall/departments/admin/budgetoffice.shtml

CAFR http://www.moval.org/city_hall/departments/admin/financial-ops.shtml

	Unit	Current Fee	Proposed Fee
Treasury Operations			
Collection of Returned Check	Each	$31.00	$31.00
Business License			
Application	per License	$57.00	$58.00
Vehicle Tag	per Tag	$6.00	$6.00
License for Farmers Market at Towngate Mall	Per Vendor Per Day	$5.00	$5.00
License for single day events	Per Vendor Per Day	$5.00	$5.00
(Note: Licenses for single day events must be reviewed and approved by the Financial & Administrative Services Director)			
Reprint of License	Each	$5.00	$5.00
Business Listing	Each	$20.00	$20.00
Photo Identification Card	Each	$5.00	$5.00

MV00198150

Section 5 - Fire

	Unit	Current Fee	Proposed Fee	Changes to Fees
Pre-Development				
Annexation Agreement	Deposit	$ 94.00	$ 94.00	
Community Care Facility (Pre-inspection)				
25 or less		$ 50.00	$ 50.00	State Mandated
26 or more		$ 100.00	$ 100.00	State Mandated
Revised Tentative Parcel Map		$ 425.00	$ 430.00	
Fuel Modification Plan		$ 100.00	$ 101.00	
Fire Protection Plan		$ 326.00	$ 330.00	
Alternate methods and materials		$ 100.00	$ 101.00	
3rd review and subsequent submittals		$ 100.00	$ 101.00	
OTC/Misc Plan Review		$ 100.00	$ 101.00	

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Section 5 - Fire

Architectural / Development

Plan Check and Inspections

	Unit	Plan Check Current Fee	Plan Check Proposed Fee	Inspection Current Fee	Inspection Proposed Fee
A-1 <=10,000 SF		$ 623.00	$ 630.00	$ 599.00	$ 606.00
A-1 > 10,000 SF		$ 773.00	$ 782.00	$ 798.00	$ 808.00
A-2, 2.1 <= 10,000 SF		$ 524.00	$ 530.00	$ 499.00	$ 505.00
A-2, 2.1 > 10,000 SF		$ 674.00	$ 682.00	$ 699.00	$ 707.00
A-3 <= 10,000 SF		$ 524.00	$ 530.00	$ 550.00	$ 557.00
A-3 >10,000 SF		$ 623.00	$ 630.00	$ 599.00	$ 606.00
A-4 <= 5000 SF		$ 424.00	$ 429.00	$ 499.00	$ 505.00
A-4 > 5000 SF		$ 475.00	$ 481.00	$ 550.00	$ 557.00
A-5<=5000 SF		$ 411.00	$ 416.00	$ 484.00	$ 490.00
A-5>5000 SF		$ 461.00	$ 467.00	$ 533.00	$ 539.00
A TI 0-5000 SF		$ 325.00	$ 329.00	$ 399.00	$ 404.00
A TI 5001 - 25,000 SF		$ 424.00	$ 429.00	$ 499.00	$ 505.00
A TI > 25,001 SF		$ 524.00	$ 530.00	$ 550.00	$ 557.00
B 0-5000 SF		$ 175.00	$ 177.00	$ 233.00	$ 236.00
B 5001 - 50,000 SF		$ 274.00	$ 277.00	$ 399.00	$ 404.00
B >50,000 SF		$ 374.00	$ 378.00	$ 550.00	$ 557.00
B TI 0-5000 SF		$ 151.00	$ 153.00	$ 207.00	$ 209.00
B TI 5001 - 50,000 SF		$ 200.00	$ 202.00	$ 300.00	$ 304.00
B TI >50,000 SF		$ 274.00	$ 277.00	$ 374.00	$ 378.00
E-1,2 0-2000 SF (private schools only)		$ 224.00	$ 227.00	$ 350.00	$ 354.00
E-1,2 2001 - 20,000 SF (private schools only)		$ 274.00	$ 277.00	$ 399.00	$ 404.00
E-1,2 > 20,000 SF (private schools only)		$ 424.00	$ 429.00	$ 475.00	$ 481.00
E-1,2 TI 0-2000 SF (private schools only)		$ 100.00	$ 101.00	$ 207.00	$ 209.00
E-1,2 TI 2001 - 20,000 SF (private schools only)		$ 151.00	$ 153.00	$ 233.00	$ 236.00
E-1,2 TI > 20,000 SF (private schools only)		$ 200.00	$ 202.00	$ 258.00	$ 261.00
E-3 0-1000 SF (private schools only)		$ 125.00	$ 127.00	$ 207.00	$ 209.00
E-3 1001 - 20,000 SF (private schools only)		$ 224.00	$ 227.00	$ 424.00	$ 429.00
E-3 > 20,000 SF (private schools only)		$ 274.00	$ 277.00	$ 475.00	$ 481.00
E-3 TI 0-1000 SF (private schools only)		$ 100.00	$ 101.00	$ 182.00	$ 184.00
E-3 TI 1001 - 20,000 SF (private schools only)		$ 125.00	$ 127.00	$ 207.00	$ 209.00
E-3 TI > 20,000 SF (private schools only)		$ 151.00	$ 153.00	$ 233.00	$ 236.00
F,M,S 0-5000 SF		$ 224.00	$ 227.00	$ 350.00	$ 354.00
F,M,S 5001 - 12,500 SF		$ 325.00	$ 329.00	$ 399.00	$ 404.00
F,M,S 12,501 - 100,000 SF		$ 374.00	$ 378.00	$ 499.00	$ 505.00
F,M,S > 100,000 SF		$ 424.00	$ 429.00	$ 599.00	$ 606.00
F,M,S TI 0-5000 SF		$ 151.00	$ 153.00	$ 233.00	$ 236.00
F,M,S TI 5001 - 12,500 SF		$ 175.00	$ 177.00	$ 300.00	$ 304.00
F,M,S TI 12,501 - 100,000 SF		$ 224.00	$ 227.00	$ 325.00	$ 329.00
F,M,S TI > 100,000 SF		$ 274.00	$ 277.00	$ 350.00	$ 354.00
H-1,2,3, 7 0-1000 SF		$ 325.00	$ 329.00	$ 374.00	$ 378.00
H-1,2,3, 7 1001- 2,500 SF		$ 374.00	$ 378.00	$ 399.00	$ 404.00
H-1,2,3, 7 2,501 - 10,000 SF		$ 475.00	$ 481.00	$ 499.00	$ 505.00
H-1,2,3, 7 > 10,000 SF		$ 599.00	$ 606.00	$ 599.00	$ 606.00

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Section 5 - Fire

Plan Check and Inspections (Cont)

	Unit	Plan Check Current Fee	Plan Check Proposed Fee	Inspection Current Fee	Inspection Proposed Fee
H-1,2,3, 7 TI 0-1000 SF		$ 224.00	$ 227.00	$ 325.00	$ 329.00
H-1,2,3, 7 TI 1001- 2,500 SF		$ 274.00	$ 277.00	$ 350.00	$ 354.00
H-1,2,3, 7 TI 2,501 - 10,000 SF		$ 325.00	$ 329.00	$ 374.00	$ 378.00
H-1,2,3, 7 TI > 10,000 SF		$ 374.00	$ 378.00	$ 399.00	$ 404.00
H-4,5,6 0-1000 SF		$ 250.00	$ 253.00	$ 374.00	$ 378.00
H-4,5,6 1001- 2,500 SF		$ 350.00	$ 354.00	$ 399.00	$ 404.00
H-4,5,6 2,501 - 10,000 SF		$ 450.00	$ 455.00	$ 450.00	$ 455.00
H-4,5,6 > 10,000 SF		$ 574.00	$ 581.00	$ 499.00	$ 505.00
H-4,5,6 TI 0-1000 SF		$ 200.00	$ 202.00	$ 325.00	$ 329.00
H-4,5,6 TI 1001- 2,500 SF		$ 250.00	$ 253.00	$ 350.00	$ 354.00
H-4,5,6 TI 2,501 - 10,000 SF		$ 300.00	$ 304.00	$ 374.00	$ 378.00
H-4,5,6 TI > 10,000 SF		$ 350.00	$ 354.00	$ 399.00	$ 404.00
L-0-1,000 SF		$ 315.00	$ 319.00	$ 361.00	$ 365.00
L-1,001-2,500 SF		$ 363.00	$ 367.00	$ 387.00	$ 392.00
L-2,501-10,000 SF		$ 461.00	$ 467.00	$ 484.00	$ 490.00
L->10,000 SF		$ 581.00	$ 588.00	$ 581.00	$ 588.00
L-T.I. 0-1,000 SF		$ 217.00	$ 220.00	$ 315.00	$ 319.00
L-T.I. 1,001-2,500 SF		$ 266.00	$ 269.00	$ 339.00	$ 343.00
L-T.I. 2,501-10,000 SF		$ 315.00	$ 319.00	$ 363.00	$ 367.00
L-T.I. >10,000 SF		$ 363.00	$ 367.00	$ 387.00	$ 392.00
I Occupancies	Deposit	$ 350.00	$ 350.00	$ 393.00	$ 398.00
R-1, 2 0-5000 SF		$ 224.00	$ 227.00	$ 325.00	$ 329.00
R-1, 2 5001 - 25,000 SF		$ 274.00	$ 277.00	$ 350.00	$ 354.00
R-1, 2 >25,001 SF		$ 325.00	$ 329.00	$ 399.00	$ 404.00
R-3 Model 1-5 homes		$ 175.00	$ 177.00	$ 233.00	$ 236.00
R-3 Model > 6 homes		$ 224.00	$ 227.00	$ 282.00	$ 285.00
R-3 Custom (1-2 units)		$ 151.00	$ 153.00	$ 225.00	$ 228.00
U - Occupancy		$ 151.00	$ 153.00	$ 200.00	$ 202.00
Shell 0-50,000 SF		$ 998.00	$ 1,010.00	$ 874.00	$ 884.00
Shell > 50,000 SF	Deposit	$ 350.00	$ 350.00	$ 350.00	$ 350.00
High-rise (4 floors or greater)	Deposit	$ 350.00	$ 350.00	$ 362.00	$ 362.00

	Occupancy Classifications
A	Facilities for Assemblies
B	Professional or Service Facilities
E	Educational Facilities
F	Factory and Industrial (non H)
H	Factory and Industrial (high fire, explosion or health hazard)
I	Hospitals, Nursing Homes
L	Laboratories
M	Sale of Merchandise
R	Hotels, Apartments and Congregate Residences
S	Storage (non hazardous)
U	Garages, Carports, Sheds and Agricultural Buildings

MV00198153

Section 5 - Fire

Fire Development

Development Plan Check and Inspection

	Unit	Plan Check Current Fee	Plan Check Proposed Fee	Inspection Current Fee	Inspection Proposed Fee
Sprinkler System New 1-100 heads		$ 225.00	$ 228.00	$ 526.00	$ 532.00
Sprinkler System New > 100 heads		$ 352.00	$ 356.00	NA	NA
Sprinkler System New 101-300 heads		NA	NA	$ 575.00	$ 582.00
Sprinkler System New 301-700 heads		NA	NA	$ 626.00	$ 634.00
Sprinkler System New > 700 heads		NA	NA	$ 676.00	$ 684.00
Sprinkler TI 1-10 heads		$ 151.00	$ 153.00	$ 225.00	$ 228.00
Sprinkler TI 11-25 heads		$ 175.00	$ 177.00	$ 425.00	$ 430.00
Sprinkler TI 51-100 heads		$ 225.00	$ 228.00	$ 476.00	$ 482.00
Sprinkler TI > 100 heads		$ 250.00	$ 253.00	$ 526.00	$ 532.00
Alarm New 1-10 Initiating Devises with notification		$ 151.00	$ 153.00	$ 326.00	$ 330.00
Alarm New 11-50 Initiating Devises with notification		$ 225.00	$ 228.00	$ 352.00	$ 356.00
Alarm New 51-100 Initiating Devises with notification		$ 276.00	$ 279.00	$ 400.00	$ 405.00
Alarm New > 100 Initiating Devises with notification		$ 326.00	$ 330.00	$ 476.00	$ 482.00
Alarm TI 1-10 Initiating Devices with notification		$ 126.00	$ 128.00	$ 276.00	$ 279.00
Alarm TI 11-50 Initiating Devices with notification		$ 151.00	$ 153.00	$ 301.00	$ 305.00
Alarm TI 51-100 Initiating Devices with notification		$ 201.00	$ 203.00	$ 352.00	$ 356.00
Alarm TI > 100 Initiating Devices with notification		$ 276.00	$ 279.00	$ 400.00	$ 405.00
ESFR	per Riser	$ 151.00	$ 153.00	NA	NA
Underground Sprinkler	per Riser	$ 225.00	$ 228.00	$ 609.00	$ 616.00
Underground Hydrant		$ 175.00	$ 177.00	$ 609.00	$ 616.00
Underground Combo Up to 4 Connections		$ 326.00	$ 330.00	$ 684.00	$ 692.00
Aboveground Hydrant		$ 250.00	$ 253.00	$ 500.00	$ 506.00
Residential Sprinkler 13R Family 1-2 units		$ 225.00	$ 228.00	$ 500.00	$ 506.00
Residential Sprinkler 13D Single Family 1-2 units		$ 175.00	$ 177.00	$ 500.00	$ 506.00
Residential Sprinkler 13R Multi Family up to 4 stories	per System	$ 301.00	$ 305.00	$ 626.00	$ 634.00
Hood and Duct	per System	$ 151.00	$ 153.00	$ 208.00	$ 210.00
Fire Pump	per Pump	$ 276.00	$ 279.00	$ 276.00	$ 279.00
Standpipes		$ 375.00	$ 380.00	$ 284.00	$ 287.00
Special Extinguishing Systems		$ 175.00	$ 177.00	NA	NA
Vapor Recovery Special Equipment		$ 151.00	$ 153.00	NA	NA
Medical Gases Special System		$ 175.00	$ 177.00	$ 182.00	$ 184.00
Industrial Gases Special System		$ 225.00	$ 228.00	$ 284.00	$ 287.00
Liquefied Petroleum Gases Special System > 500 gal		$ 225.00	$ 228.00	$ 333.00	$ 337.00
Tank/Piping Installation	per Tank	$ 234.00	$ 237.00	$ 234.00	$ 237.00
Tank/Piping Removal	per Tank	$ 158.00	$ 160.00	$ 276.00	$ 279.00
Ovens, industrial baking or drying per oven, furnace or kiln Special Equip. (New Construction)		$ 126.00	$ 128.00	$ 182.00	$ 184.00
Smoke Control		$ 225.00	$ 228.00	$ 333.00	$ 337.00
Dust Collection Special Equipment		$ 151.00	$ 153.00	$ 182.00	$ 184.00
Hazmat Storage		$ 276.00	$ 279.00	$ 284.00	$ 287.00
High Piled/Solid Piled Storage Class III, IV, High Hazard		$ 326.00	$ 330.00	$ 434.00	$ 439.00
Racking System		$ 375.00	$ 380.00	$ 434.00	$ 439.00
Regulated Refrigeration per system		$ 151.00	$ 153.00	$ 284.00	$ 287.00

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Section 5 - Fire

Development Plan Check and Inspection (Cont)

	Unit	Plan Check Current Fee	Plan Check Proposed Fee	Inspection Current Fee	Inspection Proposed Fee
Miscellaneous Industrial Equipment Install		$ 151.00	$ 153.00	$ 182.00	$ 184.00
FPE Technical Report Major Review		$ 425.00	$ 430.00	NA	NA
FPE Technical Report Minor Review		$ 225.00	$ 228.00	NA	NA
Spray Booth Inspection		NA	NA	$ 284.00	$ 287.00
Foam/Liquid System Inspection		NA	NA	$ 333.00	$ 337.00
ESFR Inspection		NA	NA	$ 74.00	$ 75.00
Dry Chemical System Inspection		NA	NA	$ 234.00	$ 237.00
CO2 System Inspection		NA	NA	$ 234.00	$ 237.00
Inert Gas System Inspection		NA	NA	$ 234.00	$ 237.00
FM200 Clean Agent System		NA	NA	$ 234.00	$ 237.00
Adult Care Facility Inspection		NA	NA	$ 375.00	$ 380.00
Child Care Facility Inspection		NA	NA	$ 375.00	$ 380.00
Residential Care Facilities 1 - 6		NA	NA	$ 352.00	$ 356.00
Residential Care Facilities >6	per Story	NA	NA	$ 143.00	$ 145.00
K-12 Public School Inspection		NA	NA	$ 190.00	$ 192.00
K-12 Private School Inspection		NA	NA	$ 425.00	$ 430.00
High-rise Inspection	per Hour	NA	NA	$ 100.00	$ 101.00
Asbestos removal		NA	NA	$ 234.00	$ 237.00
Work without Approval or Permit		NA	NA	$ 201.00	$ 203.00
Inspection following Failure to Maintain Fire Protection Systems		NA	NA	$ 201.00	$ 203.00
Fire Prevention Inspection/Re-inspection/Phasing		NA	NA	$ 142.00	$ 144.00

Renewable Permit Fees

	Unit	Initial Plan Check Current Fee	Initial Plan Check Proposed Fee	Annual Inspection Current Fee	Annual Inspection Proposed Fee
Aerosol Products		$ 224.00	$ 227.00	$ 63.00	$ 64.00
Aircraft Refueling Vehicles		$ 175.00	$ 177.00	$ 88.00	$ 89.00
Automobile Wrecking Yard		$ 175.00	$ 177.00	$ 188.00	$ 190.00
Battery System		$ 224.00	$ 227.00	$ 63.00	$ 64.00
Candles and Open Flame in Assembly Occupancy Areas		$ 125.00	$ 127.00	$ 63.00	$ 64.00
Cellulose Nitrate Film		$ 125.00	$ 127.00	$ 63.00	$ 64.00
Cellulose Nitrate Storage		$ 175.00	$ 177.00	$ 188.00	$ 190.00
Combustible fiber Storage		$ 175.00	$ 177.00	$ 188.00	$ 190.00
Combustible materials Storage		$ 175.00	$ 177.00	$ 188.00	$ 190.00
Commercial Rubbish Handling Operation		$ 175.00	$ 177.00	$ 188.00	$ 190.00
Compressed Gases		$ 200.00	$ 202.00	$ 188.00	$ 190.00
Cryogens		$ 200.00	$ 202.00	$ 188.00	$ 190.00
Dry Cleaning Plant		$ 224.00	$ 227.00	$ 288.00	$ 291.00
Dust-Producing Operations		$ 125.00	$ 127.00	$ 88.00	$ 89.00
Explosives or Blasting agents, Use or Transportation		$ 274.00	$ 277.00	$ 312.00	$ 316.00
Flammable or Combustible Liquids pipelines, store, handle, use		$ 274.00	$ 277.00	$ 288.00	$ 291.00
High Piled/Solid Piled Combustible Storage Class I, II		$ 74.00	$ 75.00	$ 138.00	$ 140.00
Hot Works Operations		$ 125.00	$ 127.00	$ 63.00	$ 64.00

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Section 5 - Fire

Renewable Permit Fees (Cont)

	Unit	Initial Plan Check Current Fee	Initial Plan Check Proposed Fee	Annual Inspection Current Fee	Annual Inspection Proposed Fee
Liquefied Petroleum Gases store, use, handle, dispense-Plan Check					
125-500 gals		$ 74.00	$ 75.00	$ 138.00	$ 140.00
Ovens - Industrial Baking or drying		$ 74.00	$ 75.00	$ 88.00	$ 89.00
Places of Assembly		$ 175.00	$ 177.00	$ 63.00	$ 64.00
Refrigeration Equipment		$ 74.00	$ 75.00	$ 88.00	$ 89.00
Repair Garages		$ 151.00	$ 153.00	$ 88.00	$ 89.00
Spraying or Dipping		$ 74.00	$ 75.00	$ 63.00	$ 64.00
Wood Products		$ 74.00	$ 75.00	$ 88.00	$ 89.00
Motor Vehicle fuel dispensing		$ 74.00	$ 75.00	$ 88.00	$ 89.00
Tire Storage		$ 175.00	$ 177.00	$ 88.00	$ 89.00
Lumber Yard		$ 175.00	$ 177.00	$ 188.00	$ 190.00
Fireworks, manufacture, compound, store		$ 325.00	$ 329.00	$ 288.00	$ 291.00
Fruit ripening		$ 175.00	$ 177.00	$ 88.00	$ 89.00
Magnesium Working		$ 175.00	$ 177.00	$ 88.00	$ 89.00
Radioactive materials		$ 325.00	$ 329.00	$ 188.00	$ 190.00

Activity Permits

	Current Fee	Proposed Fee
Bowling pin or alley refinishing	$ 158.00	$ 160.00
Candles and open flames in assembly areas	$ 158.00	$ 160.00
Carnivals and fairs	$ 234.00	$ 237.00
Explosives or blasting agents, use, dispose	$ 333.00	$ 337.00
Fireworks, displays	$ 308.00	$ 312.00
Hot works operations	$ 158.00	$ 160.00
Liquefied petroleum gases, install containers	$ 234.00	$ 237.00
Liquid or gas fueled vehicles or equipment in assembly areas	$ 208.00	$ 210.00
Mall, covered	$ 208.00	$ 210.00
Open Burning	$ 158.00	$ 160.00
Parade floats (per event)	$ 234.00	$ 237.00
Pyrotechnical special effects material / model rockets	$ 333.00	$ 337.00
Temporary membrane structures, tents and canopies	$ 284.00	$ 287.00
Christmas Tree sales	$ 158.00	$ 160.00
Pumpkin Patch	$ 158.00	$ 160.00
Haunted Houses	$ 158.00	$ 160.00
Hazardous Area Fire Permit	$ 308.00	$ 312.00

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Section 5 - Fire

Post Development	Unit	Current Fee	Proposed Fee	
Fire and Life Safety Inspection				
Annual inspection (includes one re-inspection)		$ 151.00	$ 153.00	
2nd re-inspection		$ 301.00	$ 305.00	
3rd and subsequent re-inspections		$ 452.00	$ 457.00	
Fire Watch Inspection	per Hour	$ 100.00	$ 101.00	
Fire Hydrant Inspection		$ 100.00	$ 101.00	
Fire Inspection				
State Mandated		$ 89.00	$ 89.00	
Community Care Facility				
25 or less (not including elderly 1-6)		$ 89.00	$ 89.00	State Mandated
26 or more		$ 134.00	$ 134.00	State Mandated
Special Event		$ 89.00	$ 89.00	

Records Request	Unit	Current Fee	Proposed Fee
Photographs, color print (4"x6")		$ 5.00	$ 5.00
Fire Incident Reports (paid to County of Riverside)		$ 19.00	$ 19.00
Fire Inspection Reports (up to 8 1/2"x14")			
First 10 pages	per Report	$ 6.00	$ 6.00
Additional pages	per Page	$ 1.00	$ 1.00

Hourly Rates		
Fire Marshal	$ 140.00	The fully-burdened wage rate including overhead; not to exceed actual City costs.
Deputy Fire Marshal	$ 105.00	
Fire Safety Specialists	$ 106.00	
Fire Safety Inspector	$ 106.00	
Overtime	Position time + 50%	
Consultant Fire Plan Review	Actual Consultant Cost +	20% Admin Fee

Other Fees		
False Alarm		
Residential	$ 100.00	$ 100.00
Commercial	$ 200.00	$ 200.00
Fire Permit Issuance Fee	$ 21.00	$ 21.00

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Section 5 - Fire

Other Fees (Cont)

	Unit	Current Fee	Proposed Fee
Hazard Reduction Inspection			
This fee will be assessed to all parcels defined as open space land and where legally permitted. Any fees associated with failure to comply and fire department ordered abated land will be pursued separately from this inspection fee. This fee will be collected as part of the annual property tax bill through the County of Riverside.			
Parcels < 1 acre		$ 50.00	$ 50.00
Parcels 1 acre to < 5 acres		$ 75.00	$ 75.00
Parcels > 5 acres		$ 100.00	$ 100.00
Hazard Reduction Abatement Administrative Fee		$ 240.00	$ 240.00
Hazard Reduction Abatement Cost Recovery		Actual cost charged by the City's abatement contractor.	

MV00198158

Section 5 - Fire

Office of Emergency Management and Volunteer Services

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
CPR Training	per Class	$ 65.00	$ 65.00	No Change
Community Emergency Response (CERT)	per Class	$ 15.00	$ 15.00	No Change
On-Line Registration Processing Fee (This fee is charged by the on-line provider)				
On-Line Registration has no applicable category association.				
Transactions < $150				
Percentage of Transaction cost plus		6.50% *	6.50% *	No Change
Fixed Fee per Transaction		$ 0.50 *	$ 0.50 *	
Transactions from $150 to $500				
Percentage of Transaction cost plus		3.50%	3.50%	No Change
Fixed Fee per Transaction		$ 5.00	$ 5.00	
Transactions over $500				
Percentage of Transaction cost plus		2.50%	2.50%	No Change
Fixed Fee per Transaction		$ 10.00	$ 10.00	

* $2.00 minimum

MV00198159

Section 6 - Library Services

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Replacement Library Card	Each	$ 2.00	$ 2.00	
Inter-Library Loan Overdue	per Day	$ 2.00	$ 2.00	
Reserve Materials Overdue	per Day	$ 2.00	$ 2.00	
Floppy Disks (blank)	Each	$ 1.00	$ 1.00	
Replacement Bar Code	Each	$ 1.00	$ 1.00	
Account Printout	per Page	$ 0.20	$ 0.20	
Printing - Black & White	per Page	$ 0.20	$ 0.20	
Printing - Color	per Page	$ 0.75	$ 0.75	
Copies - Black & White	per Page	$ 0.15	$ 0.15	
Faxes				
Send/Receive Public Faxes - Local	per Page	$ 1.00	$ 1.00	
Domestic Long Distance Faxes	per Page	$ 2.00	$ 2.00	
International Long Distance Faxes	per Page	$ 3.00	$ 3.00	
Exam Proctoring	per Exam	$ 15.00	$ 15.00	
Lost Materials	per Item	Actual Cost +	Actual Cost +	
Lost Material Processing	per Item*	$ 10.00	$ 10.00	

* Except for uncataloged paperbacks, no processing fee

MV00198160

Section 6 - Library Services

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Fines				
Overdue Books				
Adult	per Item per Day	$ 0.25	$ 0.50	Dept Requested
Children	per Item per Day	$ 0.10	$ 0.25	Dept Requested
Overdue Videos	per Item per Day	$ 1.00	$ 1.00	No Change
Overdue CDs	per Item per Day	$ 0.25	$ 0.50	Dept Requested
Overdue Audiocassettes	per Item per Day	$ 0.25	$ 0.50	Dept Requested

MV00198161

Section 7 - Parks and Community Services

Parks

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Plan Check Fees (1 - 3 submittals)				
Project Cost:				
$0-$20,000		3.50%	3.50%	No Change
$20,001-$100,000		3.25%	3.25%	No Change
> $100,000		3.00%	3.00%	No Change
4th and subsequent submittals		$ 140.00	$ 140.00	No Change
Revisions				
Minor (detail changes only)		$ 256.00	$ 256.00	No Change
Major		Same as initial submittal		
Inspection and Testing				
Project Cost:				
$0-$20,000		7.00%	7.00%	No Change
$20,001-$100,000		6.00%	6.00%	No Change
> $100,000		5.00%	5.00%	No Change
Research of Records, Files, etc		Actual City Cost	Actual City Cost	No Change

MV00198162

Section 7 - Parks and Community Services

Parks

Penalty Fees

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Inspection and Testing Work in the right-of-way or park without encroachment permit or written agreement with Parks and Community Services	per Offense	$ 561.00 plus actual damages	$ 561.00 plus actual damages	No Change
Applicant's failure to schedule inspection prior to performing work	per Offense	$ 112.00	$ 112.00	No Change
Applicant's failure to attend or be prepared for a scheduled inspection	per Offense	$ 112.00	$ 112.00	No Change

MV00198163

Fee Description	Policy Category	Unit	Resident Fee	Proposed Fee	Comments on Proposed Changes to Fees

Recreation Programs

Non-Resident Fees: Fees for Non-Residents to participate in Recreation Programs and Services will be charged at full cost recovery, which is the Resident Fee plus 30%.

Adult Sports (18 Years or Older)

Category 4 includes Adult Sports Programs provided by the City which are Council approved fees to cover the direct program cost plus 20% for administrative and overhead related costs.

Program Registration Fee		Per Program	$	2.00	$	2.00
Basketball League *	Category 4	Per Team	$	300.00	$	300.00
Basketball Open Play **	Category 4	Per Person	$	3.00	$	3.00
Bowling Class and League	Category 4	Per Person	$	78.00 - 85.00	$	78.00 - 85.00
Father's Day Over-The-Line Softball Tournament *	Category 4	Per Team	$	65.00 - 100.00	$	65.00 - 100.00
Flag Football League *	Category 4	Per Team	$	300.00	$	300.00
Flag Football Tournament *	Category 4	Per Team	$	150.00 - 200.00	$	150.00 - 200.00
Official's Clinic	Category 4	Per Person	$	15.00	$	15.00
Protest Fee	Category 4	Per Team	$	25.00	$	25.00
Softball League - Competitive *	Category 4	Per Team	$	345.00	$	345.00
Softball League - Non-Competitive *	Category 4	Per Team	$	260.00	$	260.00
Softball Tournament *	Category 4	Per Team	$	185.00 - 310.00	$	185.00 - 310.00
Tennis Tournament *	Category 4	Per Person	$	20.00 - 50.00	$	20.00 - 50.00
Volleyball League *	Category 4	Per Team	$	260.00	$	260.00
Volleyball Tournament *	Category 4	Per Team	$	175.00 - 225.00	$	175.00 - 225.00
Volleyball Open Play **	Category 4	Per Person	$	3.00	$	3.00
New Program	Category 4	Per Person	$	Cost Recovery	$	Cost Recovery
Cancellation /Transfer Fee	Category 4	Per Person		20%		20%
* Denotes Fee for Late Registration	Category 4	Per Team	$	18.00	$	18.00

** Excludes Program Registration Fee

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Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Resident Fee	Proposed Fee	Comments on Proposed Changes to Fees
Adult Contract Classes (18 Years or Older)					
Category 5 includes Adult Contract Programs provided by the City which are Council approved fees to cover the direct program cost plus 15% for administrative and overhead related costs.					
Program Registration Fee		Per Program	$ 2.00	$ 2.00	
Belly Dancing For Fun and Fitness	Category 5	Per Person	$ 32.00 - 45.00	$ 32.00 - 45.00	
Boxing	Category 5	Per Person	$ 60.00 - 80.00	$ 60.00 - 80.00	
Bryan's Dog Training	Category 5	Per Person	$ 65.00 - 75.00	$ 65.00 - 75.00	
~~Golf Lessons~~	~~Category 5~~	~~Per Person~~	~~$ 90.00 - 105.00~~	~~$ 90.00 - 105.00~~	Class no longer offered
~~Hip Hop / Funky Jazz~~	~~Category 5~~	~~Per Person~~	~~$ 35.00 - 45.00~~	~~$ 35.00 - 45.00~~	Class no longer offered
~~Instructor Pairs For Extremely Busy People~~	~~Category 5~~	~~Per Person~~	~~$ 35.00 - 55.00~~	~~$ 35.00 - 55.00~~	Class no longer offered
~~Kickboxing Aerobics~~	~~Category 5~~	~~Per Person~~	~~$ 42.00 - 70.00~~	~~$ 42.00 - 70.00~~	Class no longer offered
Kung Fu Art of Self-Defense	Category 5	Per Person	$ 65.00 - 85.00	$ 65.00 - 85.00	
~~Swing Dance~~	~~Category 5~~	~~Per Person~~	~~$ 55.00 - 65.00~~	~~$ 55.00 - 65.00~~	Class no longer offered
Yoga - 1 Day	Category 5	Per Person	$ 36.00 - 50.00	$ 36.00 - 50.00	
Cancellation / Transfer Fee	Category 5	Per Person	20%	20%	
New Adult Contract Classes	Category 5	Per Person	Full Cost Recovery	Full Cost Recovery	

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Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Resident Fee	Proposed Fee	Comments on Proposed Changes to Fees

Youth Sports

Category 6 includes Youth Sports Programs provided by the City which are Council approved fees to cover the direct program cost plus 20% for administrative and overhead related costs.

Program Registration Fee		Per Program	$	2.00	$	2.00
Basketball League * #	Category 6	Per Person	$	65.00 - 86.00	$	65.00 - 86.00
Basketball Pee Wee * #	Category 6	Per Person	$	50.00	$	50.00
Sports Camp #	Category 6	Per Person	$	60.00-110.00	$	60.00-110.00
Flag Football League * #	Category 6	Per Person	$	59.00	$	59.00
Middle School Sports Program #	Category 6	Per Person	$	25.00	$	25.00
Spudball * #	Category 6	Per Person	$	50.00	$	50.00
Tennis Lessons #	Category 6	Per Person	$	37.00-65.00	$	37.00-65.00
Pee Wee Flag Football #	Category 6	Per Person	$	50.00	$	50.00
General Sports Skills Contests #	Category 6	Per Person		Cost Recovery		Cost Recovery
Open Play Basketball / Volleyball # **	Category 6	Per Person	$	1.00	$	1.00
Jr. Basketball #	Category 6	Per Person	$	60.00	$	60.00
New Youth Sports Programs #	Category 6	Per Person		Cost Recovery		Cost Recovery
Cancellation /Transfer Fee	Category 6	Per Person		20%		20%
* Denotes Fee for Late Registration	Category 6	Per Person	$	5.00-10.00	$	5.00-10.00

** Excludes Program Registration Fee

# Denotes Family Discount available. See note below.

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Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Resident Fee	Proposed Fee	Comments on Proposed Changes to Fees

Youth/Teen Activities and Programs

Category 7 includes Youth Contract Classes and Youth Programs provided by the City which are Council approved fees to cover the direct program cost plus 15% for administrative and overhead related costs.

Program Registration Fee		Per Program	$	2.00	$	2.00
Breakfast with Santa #	Category 7	Per Person	$	6.00 - 10.00	$	6.00 - 10.00
Bunny Brunch #	Category 7	Per Person	$	6.00 - 10.00	$	6.00 - 10.00
Holiday Chef #	Category 7	Per Person	$	8.00 - 10.00	$	8.00 - 10.00
Holiday Craft #	Category 7	Per Person	$	8.00 - 10.00	$	8.00 - 10.00
Camp * (Weekly) #	Category 7	Per Person	$	85.00	$	85.00
Spring Chef Workshop #	Category 7	Per Person	$	8.00 - 10.00	$	8.00 - 10.00
Spring Craft #	Category 7	Per Person	$	8.00 - 10.00	$	8.00 - 10.00
Time for Tots - 2 Days (2 Weeks) #	Category 7	Per Person	$	40.00	$	40.00
Time for Tots - 3 Days (2 Weeks) #	Category 7	Per Person	$	45.00	$	45.00
Time for Tots - 5 Days (2 Weeks) #	Category 7	Per Person	$	65.00	$	65.00
Babysitting (hourly)	Category 7	Per Person	$	3.00	$	3.00
T-Shirts **	Category 7	Per Shirt	$	10.00	$	10.00
Sunshine Social #	Category 7	Per Person	$	20.00	$	20.00
Bowling Class/League #	Category 7	Per Person	$	50.00 - 65.00	$	50.00 - 65.00
New Youth/Teen Activities and Programs #	Category 7	Per Person	$	Cost Recovery	$	Cost Recovery
Cancellation /Transfer Fee	Category 7	Per Person		20%		20%
* Denotes Fee for Late Registration	Category 7	Per Person	$	5.00	$	5.00

** Excludes Program Registration Fee

# Denotes Family Discount available. See note below.

 # -FAMILY DISCOUNT

A family discount applies when siblings are registered in the same program. The family discount only applies to non-contract programs as identified with an #. The following family discount rates apply:

1st child = Full rate
2nd Child = Receives a 15% discount
3rd Child += Receives a 10% discount

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Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Resident Fee	Proposed Fee	Comments on Proposed Changes to Fees
Youth/Teen Classes					
Category 7 includes Youth Contract Classes and Youth Programs provided by the City which are Council approved fees to cover the direct program cost plus 15% for administrative and overhead related costs.					
Program Registration Fee		Per Program	$ 2.00	$ 2.00	
Ballet Folklorico - Youth	Category 7	Per Person	$ 22.00 - 35.00	$ 22.00 - 35.00	
Boxing - Youth	Category 7	Per Person	$ 60.00 - 70.00	$ 60.00 - 70.00	
Drawing for Kids - Youth	Category 7	Per Person	$ 30.00 - 40.00	$ 30.00 - 40.00	
Hip Hop Jazz	Category 7	Per Person	$ 32.00 - 45.00	$ 32.00 - 45.00	
Instant Piano	Category 7	Per Person	$ 25.00 - 35.00	$ 25.00 - 35.00	
Golf Clinic - Youth	Category 7	Per Person	$ 42.00 - 55.00	$ 42.00 - 55.00	
Kickboxing - Teen	Category 7	Per Person	$ 70.00	$ 70.00	
Kung Fu Art of Self Defense - Youth	Category 7	Per Person	$ 42.00 - 55.00	$ 42.00 - 55.00	
~~Parent And Me Gymnastics - Youth~~	~~Category 7~~	~~Per Person~~	~~$ 40.00 - 50.00~~	~~$ 40.00 - 50.00~~	Class no longer offered
Salsa/Latin Dance - Teen	Category 7	Per Person	$ 55.00 - 85.00	$ 55.00 - 85.00	
~~Tumbling Toddler - Youth~~	~~Category 7~~	~~Per Person~~	~~$ 40.00 - 50.00~~	~~$ 40.00 - 50.00~~	Class no longer offered
Cancellation /Transfer Fee	Category 7	Per Person	20%	20%	
New Youth/Teen Contract Classes	Category 7	Per Person	Cost Recovery	Cost Recovery	
Senior Programs					
Category 1 includes Senior Programs provided by outside agencies at no charge to the participant, and there is no direct cost to the City. All indirect costs will be subsidized by the City.					
Bingo	Category 3	Per Person	$ 1.00 = 2 Cards add Cards = $.50 ea	$ 1.00 = 2 Cards add Cards = $.50 ea	
Breakfast, Lunch, Pizza, Picnic	Category 3	Per Person	Cost Recovery	Cost Recovery	
Bunco	Category 3	Per Person	$ 2.00	$ 2.00	
Dances	Category 3	Per Person	$ 8.00	$ 8.00	
Line Dancing	Category 11	Per Person	Contracted	Contracted	
Swap Meet	Category 3	Per Table	$ 5.00	$ 5.00	
New Senior Contract Program - Administered by	Category 11	Per Person	Contracted	Contracted	
New Senior Program Provided by Outside Agencies	Category 1	Per Person	$ 0	$ 0	
New Senior Program Assisted by City Staff	Category 3	Per Person	Cost Recovery	Cost Recovery	
New Senior Programs Assisted By Volunteers	Category 2	Per Person	$ 0	$ 0	
Trips / Tours - Administered by Contract	Category 11	Per Person	Contracted	Contracted	

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Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Resident Fee	Proposed Fee	Comments on Proposed Changes to Fees

Special Events

Category 8 includes Family and Community Seasonal Non-Fee Programs approved and directed by City Council to seek potential private sector sponsorship for programs in this category to cover direct program cost where possible. This may include charging a fee

Program Registration Fee		Per Program	$ 2.00	$ 2.00	
Easter Egg Hunt	Category 8	Per Person	FREE	FREE	
Fourth of July Parade Entry **	Category 8	Per Entry	$ 30.00	$ 30.00	
Fourth of July Parade Vendor **	Category 8	Per Booth	$ 50.00	$ 50.00	
Fourth of July Festival Arts & Crafts Booth **	Category 8	Per Booth	$ 75.00	$ 75.00	
Fourth of July Festival Food Booth (Commercial) **	Category 8	Per Booth	$ 250.00	$ 250.00	
Fourth of July Festival Food Booth (Non-Profit) **	Category 8	Per Booth	$ 150.00	$ 150.00	
Fourth of July Festival Service Info Booth (Non-Profit) **	Category 8	Per Booth	$ 25.00	$ 25.00	
Fourth of July Food Booth Deposit **	Category 8	Per Booth	$ 50.00	$ 50.00	
Youth Fest	Category 8	Per Booth	FREE	FREE	
Artober Fest	Category 8	Per Booth	$ 15.00 - 25.00	15.00 - 25.00	
Art au Soleil	Category 8	Per Booth	$	15.00 - 25.00	NEW FEE

** Excludes Program Registration Fee

On-Line Registration Processing Fee (This fee is charged by the on-line provider)

On-Line Registration has no applicable category association.

Transactions < $150			
Percentage of Transaction cost plus		6.50% *	6.50%
Fixed Fee per Transaction	$	0.50 *	$ 0.50
Transactions from $150 to $500			
Percentage of Transaction cost plus		3.50%	3.50%
Fixed Fee per Transaction	$	5.00	$ 5.00
Transactions over $500			
Percentage of Transaction cost plus		2.50%	2.50%
Fixed Fee per Transaction	$	10.00	$ 10.00

* $2.00 minimum

MV00198169

Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Resident Fee	Proposed Fee	Comments on Proposed Changes to Fees

Park Reservations

Non-Resident Fees: Fees for Non-Residents to participate in Recreation Programs and Services will be charged at full cost recovery, which is the Resident Fee plus 30%.

Athletic Field Reservation

Non-Profit Youth Groups per field	N/A	2 Hour min.	$	2.00	$	2.00
Adult Non-Profit Groups and Unorganized Group Play per field	N/A	Per Hour	$	5.00	$	5.00
Adult & Youth Sports play by Private Groups	N/A	Per Hour	$	10.00	$	10.00
Organized Commercial (For Profit) Groups (per field)	N/A	Per Hour	$	50.00	$	50.00
Field Preparation - not included - cost recovery of staff overtime	N/A	Per Hour	$	50.00	$	50.00
Cancellation /Transfer Fee	N/A	N/A		20%		20%

Athletic Field Lighting

All Users	N/A	Per Hour	$	15.00	$	15.00

Snack Bar (4 Hours or Less Play)

Moreno Valley Youth and Non-Profit Groups	N/A	Per Day	$	20.00	$	20.00
Moreno Valley Youth and Non-Profit Groups	N/A	Per Evening *	$	10.00	$	10.00
Cleaning Deposit Fee (required for all groups)	N/A	Per Rental	$	125.00	$	125.00
Key Deposit (required for all groups)	N/A	Per Group	$	25.00	$	25.00

** Evening hours 4:00 p.m. to 10:00 p.m.*

Storage Unit Rental

Storage Units	N/A	Per Month	$	35.00	$	35.00

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Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Resident Fee	Proposed Fee	Comments on Proposed Changes to Fees
Over 4 Hour Play					
Field Reservation/Non-Profit	N/A	Per Field	$ 100.00	$ 100.00	
Field Reservation/ Private Group	N/A	Per Field	$ 175.00	$ 175.00	
Staff on Standby (minimum 2 hours)	N/A	Per Hour	$ 50.00	$ 50.00	
~~Booking Fee Non-Lighted Fields~~	~~N/A~~	~~Per Event~~	~~$ 75.00~~	~~$ 75.00~~	FEE DELETED
~~Booking Fee Lighted Fields~~	~~N/A~~	~~Per Event~~	~~$ 150.00~~	~~$ 150.00~~	FEE DELETED
Field Preparation - Weekday-Cost Recovery	N/A	Per Field	$ 50.00	$ 50.00	
~~Field Preparation - Weekend - Cost Recovery~~	~~N/A~~	~~Per Field~~		~~$ 110.00~~	NEW FEE
Mound Drop and Removal	N/A	Per Event	$ 175.00- 300.00	$ 175.00- 300.00	
Admission Gate (Pre-Approved by Director)	N/A	Per Event	25% of gate	25% of gate revenue	
Snackbar Cleaning Deposit Fee (required for all groups)	N/A	Per Event	$ 200.00	$ 200.00	
Snackbar	N/A	Per Day	$ 50.00	$ 50.00	
Vendor Fee	N/A	Per Event	$ 100.00	$ 100.00	
Facility Deposit	N/A	N/A	$ 100.00	$ 100.00	
Cancellation/Transfer Fee	N/A	N/A	20%	20%	
Gate Admission Must be Pre-Approved by Director Per Event					
Park Fees					
Park Reservation for Special Events	N/A	Per Day	$ 50.00	$ 50.00	
Park Reservation for Park Area	N/A	Per Day	$ 25.00	25.00	
Picnic Shelter Small (1-2 Tables)	N/A	Per Day	$ 37.00	$ 37.00	
Picnic Shelter Medium (3-6 Tables)	N/A	Per Day	$ 80.00	$ 80.00	
Picnic Shelter Large (Over 6 Tables)	N/A	Per Day	$ 156.00	$ 156.00	
Cleaning/Security Deposit	N/A	Per Day	$ 75.00	$ 75.00	
Special Event Permit	N/A	Per Day	$ 205.00	$ 207.00	
Cancellation/Transfer Fee	N/A	N/A	20%	20%	
~~Electrical Use~~		~~Per Day~~	~~$~~	~~$ 35.00~~	NEW FEE

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Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Resident Fee	Proposed Fee	Comments on Proposed Changes to Fees
Valley Skate Park					
Skate Park Membership fee per year	N/A	Per Person	$ 20.00	$ 20.00	
Skate Park Member Session entry fee	N/A	Youth	$ 2.00	$ 1.00	
		Adult	$ 4.00	$ 3.00	
Non-member Session entry fee	N/A	Per Person	$ 4.00-5.00	$ 2.00-4.00	
Package Protective Gear Rental	N/A	Per Person	$ 5.00	$ 5.00	
Helmet Rental	N/A	Per Person	$ 3.00	$ 3.00	
Helmet Deposit (ID Required or $20 Deposit)	N/A	Per Person	$ 20.00	$ 20.00	
Knee Pad Rental	N/A	Per Person	$ 2.00	$ 2.00	
Elbow Pad Rental	N/A	Per Person	$ 2.00	$ 2.00	
Instructional Clinics/Lessons Per Session	N/A	Per Person	$ 5.00-20.00	$ 5.00-20.00	
Hockey Rink Rental	N/A	Per Hour	$ 75.00	$ 75.00	
Open Skate & Puck and Stick Session (Roller Hockey	N/A	Per Person	$ 2.00-4.00	$ 2.00-4.00	
Roller Hockey Youth League	N/A	Per Person	$ 89.00	$ 89.00	
Roller Hockey Adult League	N/A	Per Team	$ 1,000.00	$ 1,000.00	
School District Rink Rental	N/A	Per Team	Cost Recovery for Staff	Cost Recovery for Staff	

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Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Resident Fee	Proposed Fee	Comments on Proposed Changes to Fees
Golf Course					
Adult - 18 Holes (Mon. - Fri.)	N/A	Per Person	$ 11.00	$ 11.00	
Adult - 9 Holes (Mon. - Fri.)	N/A	Per Person	$ 8.00	$ 8.00	
Seniors 55 & Over - 18 Holes (Mon. - Fri.)	N/A	Per Person	$ 9.00	$ 9.00	
Seniors 55 & Over - 9 Holes (Mon. - Fri.)	N/A	Per Person	$ 6.50	$ 6.50	
Students Under 18 - 18 Holes (Mon. - Fri.)	N/A	Per Person	$ 9.00	$ 9.00	
Students Under 18 - 9 Holes (Mon. - Fri.)	N/A	Per Person	$ 6.50	$ 6.50	
18 Holes - Weekends, Holidays, Tournament Play	N/A	Per Person	$ 14.00	$ 14.00	
9 Holes - Weekends, Holidays, Tournament Play	N/A	Per Person	$ 9.50	$ 9.50	
Monthly Cards: Seniors (Mon.-Fri.) Unlimited Play	N/A	Per Person	$ 65.00	$ 65.00	
Monthly Cards: Juniors (Mon.-Fri.) Unlimited Play	N/A	Per Person	$ 65.00	$ 65.00	
Monthly Cards: Adults (Mon.-Fri.) Unlimited Play	N/A	Per Person	$ 90.00	$ 90.00	
Monthly Cards: Family of 4 (Mon.-Fri.) Unlimited Play	N/A	Per Group	$ 170.00	$ 170.00	
Punch Cards: Seniors = Ten 9-Hole Rounds	N/A	Per Card	$ 50.00	$ 50.00	
Punch Cards: Adults = Ten 9-Hole Rounds	N/A	Per Card	$ 75.00	$ 75.00	
Punch Cards: Juniors = Ten 9-Hole Rounds	N/A	Per Card	$ 50.00	$ 50.00	
Youth After School Cards = 3 months (Local schools + up to 17 yrs old) M - F = 3 pm until dusk	N/A	Per Person	$ 90.00	$ 90.00	
Cart Rental	N/A	Per Cart	$ 2.50	$ 2.50	
Club Rental	N/A	Per Set	$ 5.00	$ 5.00	
Locker Rentals = with Monthly Card	N/A	Per Person	$ 5.00	$ 5.00	
Locker Rentals = without Monthly Card	N/A	Per Person	$ 10.00	$ 10.00	

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Section 7 - Parks and Community Services

Facility Rental

Senior Center

User Group	Classification	Room	Minimum Time	Comments	Unit	Fee	Proposed Fee	
Group 1	City sponsored/conducted events, governmental agencies (Federal, State, County) and educational institutions with reciprocal arrangements (defined below)	Banquet Room	4 hours	Monday through Thursday (with Kitchen)	Per Hour	$ 10.00	$ 10.00	
		Banquet Room with Patio	4 hours	Monday through Thursday (with Kitchen)	Per Hour	$ -	$ 20.00	NEW FEE
		Banquet Room	2 hours	Friday through Sunday (with Kitchen)	Per Hour	$ 20.00	$ 20.00	
		Banquet Room with Patio	2 hours	Friday through Sunday (with Kitchen)	Per Hour	$ -	$ 35.00	NEW FEE
		Classroom I and II	2 hours	Monday through Thursday	Per Hour	-	-	
		Classroom I or II	2 hours	Monday through Thursday	Per Hour	-	-	
		Arts & Crafts I and II	2 hours	Monday through Thursday	Per Hour	-	-	
		Arts & Crafts I or II	2 hours	Monday through Thursday	Per Hour	-	-	
					Service/Facility fees may apply		Service/Facility fees may apply	
Group 2	City of Moreno Valley resident, non-profit resident organization, Moreno Valley commercial groups for social activities, government agencies (Federal, State, County) and educational institutions. Proof of residency may be required.	Banquet Room	4 hours	Monday through Thursday	Per Hour	$ 45.00	$ 45.00	
		Banquet Room with Patio	4 hours	Monday through Thursday (with Kitchen)	Per Hour	$ -	$ 90.00	NEW FEE
		Banquet Room	2 hours	Friday through Sunday	Per Hour	$ 100.00	$ 100.00	
		Banquet Room with Patio	2 hours	Friday through Sunday (with Kitchen)	Per Hour	$ -	$ 175.00	NEW FEE
		Classroom I and II	2 hours	Monday through Thursday	Per Hour	$ 55.00	$ 55.00	
		Classroom I or II	2 hours	Monday through Thursday	Per Hour	$ 40.00	$ 40.00	
		Arts & Crafts I and II	2 hours	Monday through Thursday	Per Hour	$ 45.00	$ 45.00	
		Arts & Crafts I or II	2 hours	Monday through Thursday	Per Hour	$ 30.00	$ 30.00	
					Service/Facility fees may apply		Service/Facility fees may apply	
Group 3	Non-Resident and non-resident non-profit agencies. Proof of non-profit status may be required. Commercial use.	Banquet Room	4 hours	Monday through Thursday	Per Hour	$ 100.00	$ 100.00	
		Banquet Room with Patio	4 hours	Monday through Thursday (with Kitchen)	Per Hour	$ -	$ 175.00	NEW FEE
		Banquet Room	2 hours	Friday through Sunday	Per Hour	$ 175.00	$ 175.00	
		Banquet Room with Patio	2 hours	Friday through Sunday (with Kitchen)	Per Hour	$ -	$ 300.00	NEW FEE
		Classroom I and II	2 hours	Monday through Thursday	Per Hour	$ 125.00	$ 125.00	
		Classroom I or II	2 hours	Monday through Thursday	Per Hour	$ 68.00	$ 68.00	
		Arts & Crafts I and II	2 hours	Monday through Thursday	Per Hour	$ 100.00	$ 100.00	
		Arts & Crafts I or II	2 hours	Monday through Thursday	Per Hour	$ 58.00	$ 58.00	
					Service/Facility fees may apply		Service/Facility fees may apply	

Service/Facility		Current Fee	Proposed Fee
Refundable Cleaning / Security Deposit		$ 300.00	$ 300.00
Setup / Reset Charge (if applicable)		$ 75.00	$ 75.00
Main Kitchen (Only)		$ 100.00	$ 100.00
Cleaning		$130.00 - $150.00	$130.00 - $150.00
Decorating	Per Hour	$ 25.00	$ 25.00
Overtime Staff Charge	Per Hour	Cost Recovery	Cost Recovery
Staff Time	Per Hour	$20.00 - $30.00	$20.00 - $30.00
Security Services	Per Hour	$20.00 - $25.00	$20.00 - $25.00
False Fire / Police Alarm penalty (per each false alarm)	Per False Alarm	$ 200.00	$ 200.00
False Alarm - Fire penalty	Per False Alarm	$ 28.00	$ 28.00
False Alarm - Police penalty	Per Hour	$ 150.00	$ 150.00
Insurance		Cost Recovery	Cost Recovery
Cancellation Fee		$ 300.00	$ 300.00

RECIPROCAL ARRANGEMENTS

Reciprocal arrangements are defined as a relationship of mutual facility use between the City of Moreno Valley and/or Moreno Valley Community Services District and governmental, educational agencies or resident non-profit organizations. Where reciprocal arrangements exist, no rental fee will be charged. However, cost recovery for staff and/or extraordinary expenses will be passed on to the user.

MV00198174

Section 7 - Parks and Community Services

Towngate Community Center

User Group	Classification	Room	Minimum Time	Comments	Unit	Current Fee	Proposed Fee
Group 1	City sponsored/conducted events, governmental agencies (Federal, State, County) and educational institutions with reciprocal arrangements (defined below)	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday	Per Hour	$ 15.00	$ 15.00
			4 hours	Friday through Sunday	Per Hour	$ 15.00	$ 15.00
				Service/Facility fees may apply			Service/Facility fees may apply
Group 2	City of Moreno Valley resident, non-profit resident organization, Moreno Valley commercial groups for social activities, government agencies (Federal, State, County) and educational institutions. Proof of residency may be required.	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday	Per Hour	$ 60.00	$ 60.00
			4 Hours	Friday through Sunday	Per Hour	$ 70.00	$ 70.00
				Service/Facility fees may apply			Service/Facility fees may apply
Group 3	Non-Resident and non-resident non-profit agencies. Proof of non-profit status may be required. Commercial use.	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday	Per Hour	$ 80.00	$ 80.00
			4 Hours	Friday through Sunday	Per Hour	$ 90.00	$ 90.00
				Service/Facility fees may apply			Service/Facility fees may apply
Group 4	Resident of Renaissance Park Housing Development	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday			
				First two hours	Per Hour	$ 25.00	$ 25.00
				Thereafter	Per Hour	$ 60.00	$ 60.00
			4 Hours	Friday through Sunday			
				First two hours	Per Hour	$ 18.00	$ 18.00
				Thereafter	Per Hour	$ 70.00	$ 70.00
				Service/Facility fees may apply			Service/Facility fees may apply

Service/Facility	Unit	Current Fee	Proposed Fee
Refundable Security Deposit	Per Hour	$ 200.00	$ 200.00
Setup/Reset Charge (if applicable)		$ 25.00	$ 25.00
Cleaning Fee		$130.00 - $150.00	$130.00 - $150.00
Cancellation Fee		$ 200.00	$ 200.00
Staff Regular Time	Per Hour	$20.00 - $30.00	$20.00 - $30.00
Staff Overtime		Cost Recovery	Cost Recovery
Decorating	Per Hour	$ 25.00	$ 25.00
Set-up Time and Tear Down of Event	Per Hour	$ 25.00	$ 25.00
False Alarm - Fire	Per Alarm	$ 200.00	$ 200.00
False Alarm - Police	Per Alarm	$ 28.00	$ 28.00
Unscheduled Program Use	Per Hour	$ 100.00	$ 100.00
Security Services	Per Hour	$20.00 - $25.00	$20.00 - $25.00

RECIPROCAL ARRANGEMENTS

Reciprocal arrangements are defined as a relationship of mutual facility use between the City of Moreno Valley and/or Moreno Valley Community Services District and governmental, educational agencies or resident non-profit organizations. Where reciprocal arrangements exist, no rental fee will be charged. However, cost recovery for staff and/or extraordinary expenses will be passed on to the user.

MV00198175

Section 7 - Parks and Community Services

Conference and Recreation Center

User Group	Classification	Room	Minimum Time	Comments	Unit	Current Fee	Proposed Fee
Group 1	City sponsored/conducted events	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 25.00	$ 25.00
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 25.00	$ 25.00
		Grand Valley Ballroom with small patio or large patio	3 Hours	Friday evening beginning at 5:00 pm and Sunday	Per Hour	$ 250.00	$ 25.00
		Grand Valley Ballroom with small patio or large patio	3 Hours	Saturday	Per Hour	$ 300.00	$ 25.00
		Alessandro Room	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 12.00	$ 12.00
		Alessandro Room	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 12.00	$ 12.00
		Dance Studio	2 Hours	Monday through Sunday	Per Hour	$ 12.00	$ 12.00
		Gymnasium	2 Hours	Monday through Sunday	Per Hour	$ 12.00	$ 12.00
		Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	$ 25.00	$ 25.00
		Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	$ 25.00	$ 25.00
						Service/Facility fees may apply	Service/Facility fees may apply
2	Federal, State, County and Educational Institutions.	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 144.00	
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 144.00	
		Grand Valley Ballroom with small patio	3 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	$ 250.00	
		Grand Valley Ballroom with small patio	3 Hours	Saturday	Per Hour	$ 300.00	
		Grand Valley Ballroom with large patio	2 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	$ 300.00	
		Grand Valley Ballroom with large patio	3 Hours	Saturday	Per Hour	$ 350.00	
		Alessandro Room (Full)	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 50.00	
		Alessandro Room (Half)	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 25.00	
		Alessandro Room (Half)	2 Hours	Long Term Rental 2-12 months	Per Hour	$ 20.00	
		Alessandro Room (Full)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 50.00	
		Alessandro Room (Half)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 25.00	
		Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	$ 25.00	
		Dance Studio	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 30.00	
		Dance Studio	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 45.00	
		Entire Gymnasium	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 50.00	
		Half Gymnasium	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 25.00	
		Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	$ 40.00	
						Service/Facility fees may apply	
Group 3	City of Moreno Valley resident, non-profit resident organization, Moreno Valley commercial groups for social activities.- Proof of residency may be required.	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 160.00	$ 160.00
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 210.00	$ 210.00
		Grand Valley Ballroom with small patio	3 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	$ 250.00	$ 250.00
		Grand Valley Ballroom with small patio	3 Hours	Saturday	Per Hour	$ 300.00	$ 300.00
		Grand Valley Ballroom with small patio attendance under 300	3 Hours	Saturday	Per Hour		$ 250.00
		Grand Valley Ballroom with large patio	2 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	$ 300.00	$ 300.00
		Grand Valley Ballroom with large patio	3 Hours	Saturday	Per Hour	$ 350.00	$ 350.00
		Alessandro Room (Full)	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 50.00	$ 50.00
		Alessandro Room (Half)	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 25.00	$ 25.00
		Alessandro Room (Half)	2 Hours	Long Term Rental 2-12 months	Per Hour	$ 20.00	$ 20.00
		Alessandro Room (Full)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 50.00	$ 50.00
		Alessandro Room (Half)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 25.00	$ 25.00
		Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	$ 25.00	$ 25.00
		Dance Studio	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 30.00	$ 30.00
		Dance Studio	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 45.00	$ 45.00
		Entire Gymnasium	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 50.00	$ 50.00
		Half Gymnasium	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 25.00	$ 25.00

MV00198176

Conference and Recreation Center (Cont.)

User Group	Classification	Room	Minimum Time	Comments	Unit	Current Fee	Proposed Fee
		Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	$ 40.00	$ 40.00
						Service/Facility fees may apply	Service/Facility fees may apply
Group 4	Non-Resident and non-resident non-profit agencies. Proof of non-profit status may be required. Commercial use.	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 200.00	$ 200.00
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 250.00	$ 250.00
		Grand Valley Ballroom with small patio	2 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	$ 300.00	$ 350.00
		Grand Valley Ballroom with small patio	3 Hours	Saturday	Per Hour	$ 400.00	$ 400.00
		Grand Valley Ballroom with small patio - Long Term Rental (2 to 12 months)	3 Hours	Saturday	Per Hour		$ 150.00
		Grand Valley Ballroom with large patio	3 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	$ 350.00	$ 350.00
		Grand Valley Ballroom with large patio	3 Hours	Saturday	Per Hour	$ 400.00	$ 400.00
		Alessandro Room (Full)	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 75.00	$ 75.00
		Alessandro Room (Half)	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 40.00	$ 40.00
		Alessandro Room (Half)	2 Hours	Long Term Rental 2-12 months	Per Hour	$ 20.00	$ 20.00
		Alessandro Room (Full)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 75.00	$ 75.00
		Alessandro Room (Half)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 40.00	$ 40.00
		Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	$ 40.00	$ 40.00
		Dance Studio	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 75.00	$ 75.00
		Dance Studio	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 110.00	$ 110.00
		Entire Gymnasium	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 100.00	$ 100.00
		Half Gymnasium	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 50.00	$ 50.00
		Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	$ 40.00	$ 40.00
						Service/Facility fees may apply	Service/Facility fees may apply

Service/Facility		Unit	Current Fee	Proposed Fee
Grand Valley Ballroom Refundable Security Deposit for Groups 3 and 4			$200.00 - $750.00	$200.00-$750.00
Grand Valley Ballroom Refundable Security Deposit for Group 2 (Dependent on Event Liability)			$0	
Alessandro Room Refundable Security Deposit			$ 100.00	$ 100.00
Frank E. Brown Room Refundable Security Deposit			$ 100.00	$ 100.00
Dance Studio Refundable Security Deposit			$250.00 - $500.00	$250.00 - $500.00
Gymnasium Refundable Security Deposit			$250.00 - $500.00	$250.00 - $500.00
Grand Valley Ballroom Set-up Time and Tear Down of Event Minimum of one hour prior and one hour following event. Maximum of two hours.		Per Hour	$ 31.00	$ 31.00
Alessandro Room Set-up Time and Tear Down of Event Minimum of one hour prior and one hour following event. Maximum of two hours.		Per Hour	$ 25.00	$ 25.00
Scoreboard and Controller		Per Day	$ 20.00	$ 20.00
Extended Facility Use	Entire Gymnasium	Per Hour	$ 100.00	$ 100.00
	Half Gymnasium	Per Hour	$ 50.00	$ 50.00
	Grand Valley Ballroom	Per Hour	$ 450.00	$ 450.00
False Alarm - Fire		Per Alarm	$ 200.00	$ 200.00
False Alarm - Police		Per Alarm	$ 28.00	$ 28.00
Cleaning Fee			$200.00 - $230.00	$200.00 - $230.00
Unscheduled Program Use		Per Hour	$ 100.00	$ 100.00
Insurance			Cost Recovery	Cost Recovery
Decorating		Per Hour	$ 31.00	$ 31.00
Audio Visual Technician		Per Hour	$35.00 - $45.00	$35.00 - $45.00
Staff Time		Per Hour	$20.00 - $30.00	$20.00 - $30.00
Staff Overtime (per hour)			Cost Recovery	Cost Recovery
Security Services		Per Hour/Per Guard	$20.00 - $25.00	$20.00 - $25.00

MV00198177

Conference and Recreation Center (Cont.)

Equipment Rental	Current Fee	Proposed Fee
TV/VCR/DVD	$25	$25
Coffee Pot (12 cup)	$6	$6
Coffee Pot (55 cup)	$20	$20
Coffee Pot (100 cup)	$40	$40
Linen Rental	$5	$5
AV Projector	$25	$25
Overhead Projector	$20	$20
Microphone (cordless)	$25	$25
Deluxe Sound System (small system available at no charge)	$100	$100
Dance Floor - 500 sq.ft. thru 1000 sq. ft. (includes set-up)	$200	$200
Easel	$10	$10
Portable Bar	$50	$50
Projection Screen	No charge	No charge
Flags	No charge	No charge
Podium with microphone	No charge	No charge

* Tables and chairs are included in the room rental fee.
* Linens, cutlery, decorations, and patio furniture are not included with the room rental fee.
* Replacement fee will be assessed if equipment is damaged or destroyed.
* Rental equipment fees are subject to change without notice.
* Fees are subject to cost recovery charges.

RECIPROCAL ARRANGEMENTS

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MV00198178

Section 7 - Parks and Community Services

Mobile Stage Unit

Categories	Mandatory Staff Fee: Stage Unit with Platforms (3 staff)	Mandatory Staff Fee: (2 staff)	Refundable Cleaning Deposit	Unit	Current Fee	Proposed Fee	
Category I	Cost Recovery	Cost Recovery					
			No Charge		No Charge	No Charge	
Category II							
Within Moreno Valley City Boundaries	Cost Recovery	Cost Recovery	$ 100.00	Per Day	$ 135.00	$ 135.00	
Boundaries Outside of Moreno Valley	Cost Recovery	Cost Recovery	$ 100.00	Per Day	$ 575.00	$ 575.00	
Category III							
	Cost Recovery	Cost Recovery	$ 100.00	Per Day	$ 125.00	$ 125.00	
Category IV							
	Cost Recovery	Cost Recovery	$ 100.00	Per Day	$ 335.00	$ 335.00	
Category V							
Within boundaries of Moreno Valley	Cost Recovery	Cost Recovery	$ 100.00	Per Day	$ 560.00	$ 560.00	
Outside of boundaries of Moreno Valley	Cost Recovery	Cost Recovery	$ 100.00	Per Day		$ 600.00	NEW FEE

CATEGORY DEFINITIONS	
Category I:	Parks and Community Services Department, City sponsored and/or city co-sponsored events.
Category II:	Other governmental agencies (city, county, federal or state) and educational institutions (school districts).
Category III:	A Moreno Valley based non-profit service organization that holds monthly meetings within the City of Moreno Valley's city boundaries. Organization must have a City of Moreno Valley mailing address. Organization's primary purpose must be charity, youth development, cultural enrichment, or civic improvement; and must show proof of non-profit status (Section 501(c)(3) and 501(c)(4) of Internal Revenue Code). Organization must show a viable organizational structure including with the application a listing of board officers' names, addresses and telephone numbers.
Category IV:	Moreno Valley businesses located within the City of Moreno Valley's city boundaries.
Category V:	Non-Moreno Valley based businesses and non-profit organizations ~~for-profit within the City of Moreno Valley's city boundaries~~.

MOBILE STAGE UNIT MISCELLANEOUS INFORMATION

DIMENSIONS Stage When Extended	
Interior Length	36'
Interior Depth	13', 6"
Body of Mobile Stage Unit	
Width	8 feet
Length	40', 45' hitch
Height of Back Wall	92" or 7'-8'
Platforms	
Extra Stage - Total of 9 Each	4' X 8'

AMENITIES INCLUDED IN MOBILE STAGE UNIT COST

Skirting around mobile stage unit

Generator

OPTIONAL AMENITIES

Sound System available at an additional cost of $50.00 per day plus $100.00 refundable security / deposit.

Sound System include Amplifier - Includes 8 Channels

Two (2) Large speakers with stands

Two (2) microphones with stands

Tape deck

MV00198179

Section 7 - Parks and Community Services

Equestrian Center

User Group	Classification		Current Fee		Proposed Fee
Group 1	City sponsored/conducted events, non-profit organizations, governmental agencies (Federal, State, County) and Educational Institutions with reciprocal arrangements (defined below).		$ 0	*	$ 0
Group 2	City of Moreno Valley resident (proof of residency may be required), resident non-profit organization (proof of residency may be required), governmental agencies (Federal, State, County) and Education Institutions.		$ 100.00	*	$ 100.00
Group 3	Moreno Valley commercial groups - social activities.	Per Day	$ 125.00	*	$ 125.00
Group 4	Non-Resident, non-profit, (proof of non-profit status may be required).	Per Day	$ 125.00	*	$ 125.00
Group 5	Resident, commercial use for profit.	Per Day	$ 125.00	*	$ 125.00
Group 6	Non-Resident, commercial use for profit.	Per Day	$ 125.00	*	$ 125.00

* Service/Facility Use Fees may apply

SERVICE / FACILITY USE FEES

Service / Facility	Current Fee	Proposed Fee
Refundable Security Deposit	$ 300.00	$ 300.00
Tractoring Fee (if applicable), each	$ 100.00	$ 100.00
Standby Tractoring Fee	$ 50.00	$ 50.00
Water Key Deposit	$ 25.00	$ 25.00
Lighting	$ 15.00	
Cancellation	$ 25.00	$ 25.00
Staff Overtime (per hour)	Cost Recovery	Cost Recovery

RECIPROCAL ARRANGEMENTS

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MV00198180

Section 8 - Police

	Unit	Current Fee		Proposed Fee	Comments on Proposed Changes to Fees
ABC Letter (Alcohol Beverage Control Letter)	Each	$ 19.00		$ 19.00	
Administrative Citations					
1st Offense		$ 100.00	MC 1.01.230	$ 100.00	
2nd Offense		$ 200.00	MC 1.01.230	$ 200.00	
3rd Offense		$ 500.00	MC 1.01.230	$ 500.00	
Bingo Permit	Annual	$ 50.00	Fee set by PC 326.5/Ord 611 11.50.050	$ 50.00	
Certification of Police Records	Each	$ 5.00		$ 5.00	
Clearance Letter	Each	$ 10.00	GC6253(b)	$ 10.00	
Citation Sign-off for Non-Resident	Each	$ 15.00	GC26746.1	$ 15.00	
Concealed Weapons Permit	Processed by the Riverside County Sheriff's Department				
Explosive Permit (fingerprinting)	See Fingerprinting: Live Scan				
False Alarm Response					
Burglary	per Occurrence	$ 30.00		$ 30.00	
Robbery	per Occurrence	$ 120.00		$ 121.00	
Fingerprinting (Live Scan)					
Processing through DOJ and FBI	per Set	$ 51.00	Fee set by DOJ and FBI	$ 51.00	
Processing through DOJ	per Set	$ 32.00	Fee set by DOJ	$ 32.00	
Processing fee	per Set	$ 10.00	PC 13300(e)	$ 10.00	
Juvenile Daytime Curfew Ordinance Police Service Fee (plus fine amount)		$ 30.00	MC 11.05.080	$ 30.00	
Photographs					
Photographs: Traffic Collisions (3"x5" or 8"x10")*	Each	$ 21.00		$ 21.00	
~~Taking of Polaroid photographs and providing photo slide and negative (3"x5" or 8"x10")~~	~~Each~~	~~$ 21.00~~		~~$ 21.00~~	FEE DELETED
~~Taking of Polaroid photographs or copies~~	~~Each~~	~~$ 12.00~~		~~$ 12.00~~	FEE DELETED
Color Copy of Digital Photo	Each	$ 5.00		$ 5.00	
Mug Shot/Booking Photo	Each	$ 5.00		$ 5.00	

MV00198181

Section 8 - Police

	Unit	Current Fee		Proposed Fee	Comments on Proposed Changes to Fees
Police Services at Public Event					
Police Sergeant	per Hour	$ 84.29	Fully burdened City cost per contract	$ 93.37	Fully burdened City cost per contract
Police Officer	per Hour	$ 66.19	Fully burdened City cost per contract	$ 70.67	Fully burdened City cost per contract
Community Services Officer	per Hour	$ 46.20	Fully burdened City cost per contract	$ 48.39	Fully burdened City cost per contract
Reports					
Collision and Crime	up to 10 pages	$ 5.00		$ 5.00	
	each additional page	$ 0.20		$ 0.20	
Repossession Fee		$ 15.00	Fee set by GC26751 & GC41612	$ 15.00	
Second Hand Dealers License					
State Initial License		$ 195.00	Bus & Prof Code 21641	$ 195.00	
Renewal		$ 12.00	Bus & Prof Code 21642	$ 12.00	
Fingerprinting (Live Scan)		$ 32.00	Fee set by DOJ	$ 32.00	
Live Scan processing fee		$ 10.00	PC 13300(e)	$ 10.00	
Security Clearance Information Act (SCIA) - Local Records Check		$ 5.00	Federal Statute Title 5 Chapter 91 Section 9101	$ 5.00	
Taxicab					
Application Processing	Annual	$ 152.00		$ 154.00	
Taxicab Driver Permit	Annual / per Driver	$ 11.00		$ 11.00	
Taxicab Permit	Annual / per Taxicab	$ 11.00		$ 11.00	
Fingerprinting/Background Check		See Fingerprinting: Live Scan			
Tow Truck					
Driver Fee	Annual	$ 24.00		$ 24.00	
Fingerprinting/Background Check		See Fingerprinting: Live Scan			
Vehicle Release		$ 120.00		$ 120.00	
Massage					
Appeal Fee (Operator and technician)		$ 139.00		$ 141.00	
Application Fee and Renewal		$ 13.00		$ 13.00	
Inspection Fee		$ 135.00		$ 137.00	
Background Check, Fingerprinting and photo					
Initial		$ 167.00		$ 169.00	
Renewal		$ 67.00		$ 68.00	
Testing Fee (Operator and technician)		$ 93.00		$ 94.00	

MV00198182

Section 9 - Public Works

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Administration				
Plans and Specification Fee (non-refundable)		Actual cost ($10 min)	Actual cost ($10 min)	
Copy of Capital Improvement Plan	Each	Actual City Cost	Actual City Cost	
Self Haul Permit (Solid Waste)	Each	$ 41.00	$ 41.00	

MV00198183

Electric Utility

	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
PLAN CHECKING AND INSPECTION/TESTING FEES			
Upon submittal of improvement plan(s) for a project's electrical distribution system, line extension facilities and/or structures for plan review, the submittal shall be accompanied with a deposit of an amount equal to 3.25% of the engineer's estimated construction costs for improvements. Prior to second submittal of improvement plans, the City Engineer will approve a final cost for improvements and a plan review fee will be established. From this final fee, the deposit will be deducted. This fee shall be paid prior to the second submittal of the improvement plan(s).			
Improvement Plans (Total cost of construction)			
Off-Site & On-Site 1-3 submittals			
First $20,000	4.00%	4.00%	
Next $80,000	3.50%	3.50%	
Over $100,000	3.25%	3.25%	
4th and subsequent submittals per sheet	$248/sheet or as directed by City Engineer	$248/sheet or as directed by City Engineer	
Revisions (Improvement Plans)			
Minor per sheet	$ 261.00	$ 261.00	
Major per sheet (minimum fee)	$ 269.00	$ 269.00	
Inspection and Testing (Total cost of construction)			
Off-Site & On-Site			
First $20,000	4.00%	4.00%	
Next $80,000	3.50%	3.50%	
Over $100,000	3.25%	3.25%	

RATE SCHEDULE & CHART OF CHARGES AND FEES

The chart of Moreno Valley Electric Utility charges and fees are located in the *City of Moreno Valley Electric Service Rules, Fees and Charges* document. Moreno Valley Electric Utility rates are located in the *Moreno Valley Electric Rates* document. Both documents are approved by the City Council under separate consideration and are available online at http://www.moval.org/resident_services/utilities/rate-tariff.shtml or from the MVU Office.

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Section 9 - Public Works

Land Development

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
LEGAL AND OTHER DOCUMENTS				
Fee Includes Three (3) Reviews, Unless Otherwise Noted				
Lot Line Adjustment	Each	$ 936.00	$ 947.00	
Certificate of Parcel Merger	Each	$ 936.00	$ 947.00	
Certificate of Correction	Each	$ 469.00	$ 475.00	
Certificate of Compliance	Each	$ 758.00	$ 767.00	
Conditional Certificate of Compliance	Each	$ 1,178.00	$ 1,192.00	
Street Vacation				
Summary	Each	$ 1,139.00	$ 1,153.00	
Full	Each	$ 3,782.00	$ 3,827.00	
Condemnation				
Initial Processing Deposit	Deposit	$ 5,000.00	$ 5,000.00	
Right-of-Way Acquisition and Processing (minimum fee)	Deposit (per lot)	$ 5,000.00	$ 5,000.00	
		Amount determined by City Engineer. Not to exceed total City cost.	Amount determined by City Engineer. Not to exceed total City cost.	
Document Review and Processing				
Minor Documents (Staff Reports, Offers of Dedication, Easement Deeds, Grant Deeds, Centerline Tie Sheets, Public Improvement Agreements, etc) (For 2 Reviews)	Each	$ 752.00	$ 761.00	
Major Documents (DIF/TUMF Actual cost verification, etc)	Each	Amount determined by City Engineer. Not to exceed total City cost.	Amount determined by City Engineer. Not to exceed total City cost.	
Public Improvement Agreement (Extension)	Each	$ 879.00	$ 890.00	
Partial Bond Release	Each	$ 1,694.00	$ 1,714.00	
Assurance of Construction (Grading, Damage and Minor Construction Securities)	Deposit	Security amount determined by City Engineer	Security amount determined by City Engineer	

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Section 9 - Public Works

Land Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
MAP CHECKING						
Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted						
Parcel Map and Tract Map	Each	$ 3,860.00	+	$ 3,906.00	+	
	per Lot	$ 41.00		$ 41.00		
4th and Subsequent Reviews (Parcel and Tract)	per Sheet, per Review	$ 190.00		$ 192.00		
Amended Map (Parcel and Tract)	Each	$ 2,156.00		$ 2,182.00		
4th and Subsequent Reviews (Parcel and Tract)	per Sheet, per Review	$ 190.00		$ 192.00		
Reversion to Acreage	Each	$ 1,634.00		$ 1,654.00		
Monument Review Field		5% of Bond or $415 min		5% of Bond or $415 min		
Survey Monument Restoration (Two Reviews, Per Set)	Each	$ 257.00		$ 260.00		
IMPROVEMENT PLAN CHECK (Includes but is not limited to Street Improvements, Storm Drain, Water, Sewer, etc Plans)						
Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted						
<= $100,000 of Engineer's estimate Plus		4.00%	+	$ -	+	
$100,001-$250,000 of Engineer's estimate Plus		3.00%	+	$ -	+	
> $250,000 of Engineer's estimate		2.50%		$ -		
On-site Improvements (For non-single family residential, based on Engineer's estimate)		1.00%				
4th and Subsequent Reviews (Improvement Plans minimum fee)	per Sheet, per Review	$ 248.00	or amount determined by the City Engineer. Fee not to exceed total City cost.	$ 251.00	or amount determined by the City Engineer. Fee not to exceed total City cost.	
Multi-Agency Improvement Plans for facilities to be maintained by agencies other than the City of Moreno Valley	Deposit, valued at one-half of the fee that would typically be charged for plan check services.					
Revisions (Improvement Plans)						
Minor (Including As-Builts, minimum fee*)	per Sheet, per Review	$ 261.00		$ 264.00		
Major (minimum fee)	per Sheet, per Review	$ 269.00	Amount determined by the City Engineer. Fee not to exceed total City cost.	$ 272.00	Amount determined by the City Engineer. Fee not to exceed total City cost.	

* For As-Builts with no changes, a one sheet fee is required.

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Section 9 - Public Works

Land Development

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
MASS/ROUGH GRADING PLAN CHECK				
Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted				
Subdivisions and Custom Homes				
0-5,000 CY		$ 1,928.00	$ 1,951.00	
5,001-100,000 CY Plus		$ 1,928.00 +	$ 1,951.00 +	
Each Additional 5,000 CY or portion thereof over 5,000 CY (prorated per cubic yard)		$ 318.00	$ 322.00	
> 100,000 CY Plus		$ 7,970.00 +	$ 8,069.00 +	
Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)		$ 107.00	$ 108.00	
Non Subdivisions				
0-5,000 CY		$ 1,928.00	$ 1,951.00	
5,001-100,000 CY Plus		$ 1,928.00 +	$ 1,951.00 +	
Each Additional 5,000 CY or portion thereof over 5,000 CY (prorated per cubic yard)		$ 284.00	$ 287.00	
> 100,000 CY Plus		$ 7,324.00 +	$ 7,404.00 +	
Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)		$ 70.00	$ 71.00	
4th and Subsequent Reviews (Mass/Rough Grading Plans)	per Sheet, per Review	$ 207.00	$ 209.00	
Revisions (Mass/Rough Grading Plans)				
Minor (Including As-Builts, minimum fee*)	per Sheet, per Review	$ 247.00	$ 250.00	
Major (minimum fee)	per Sheet, per Review	$ 294.00	$ 298.00	
* For As-Builts with no changes, a one sheet fee is required.				
STOCKPILE/BORROW SITE PLAN				
Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted				
0-5,000CY		$ 584.00	$ 591.00	
5,001-100,000 CY		$ 1,009.00	$ 1,021.00	
> 100,000 CY		$ 1,401.00	$ 1,418.00	
4th and Subsequent Reviews (Stockpile/Borrow Plans)	per Sheet, per Review	$ 207.00	$ 209.00	
Revisions (Stockpile/Borrow Plans)				
Minor	per Sheet, per Review	$ 247.00	$ 250.00	
Major (minimum fee)	per Sheet, per Review	$ 294.00	$ 298.00	
		Actual amount determined by the City Engineer. Fee not to exceed total City cost.	Actual amount determined by the City Engineer. Fee not to exceed total City cost.	

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Section 9 - Public Works

Land Development

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
PRECISE GRADING PLAN CHECK				
Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted				
Subdivisions and Custom Homes Plus	Each	$ 1,837.00 +	$ 1,859.00 +	
	per Lot	$ 70.00	$ 71.00	
Non Subdivisions				
On-site Improvement Plan Check Fee				
0-5,000CY		$ 1,838.00	$ 1,860.00	
5,001-100,000 CY Plus		$ 1,838.00 +	$ 1,860.00 +	
Each Additional 5,000 CY or portion thereof over 5,000 CY (prorated per cubic yard)		$ 284.00	$ 287.00	
> 100,000 CY Plus		$ 7,234.00 +	$ 7,313.00 +	
Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)		$ 70.00	$ 71.00	
4th and Subsequent Reviews (Precise Grading Plans)	per Sheet, per Review	$ 218.00	$ 221.00	
Revisions (Precise Grading Plans)				
Minor (Including As-Builts, minimum fee*)	per Sheet, per Review	$ 247.00	$ 250.00	
Major (minimum fee)	per Sheet, per Review	$ 294.00	$ 298.00	
* For As-Builts with no changes, a one sheet fee is required.		Actual amount determined by the City Engineer. Fee not to exceed total City cost.	Actual amount determined by the City Engineer. Fee not to exceed total City cost.	
STORM WATER MANAGEMENT PLAN CHECK				
Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted				
Water Quality Basins (SFR Projects) (Civil Drawings)	Per Sheet	$ 1,443.00	$ 1,460.00	
Water Quality Treatment (Non SFR Projects) (Civil Drawings)	Per Sheet	$ 1,443.00	$ 1,460.00	
4th and Subsequent Reviews (Civil Drawings)	per Sheet, per Review	$ 247.00	$ 250.00	
Water Quality Basin Landscaping (Landscape Drawings)				
Base Fee (7 sheets Maximum)		$ 5,925.00	$ 5,996.00	
Each Additional Sheet		$ 830.00	$ 840.00	
4th and Subsequent Reviews (Landscape Drawings)	per Sheet, per Review	$ 178.00	$ 180.00	
Hydrology & Hydraulic Calculations for Treatment Control Devices	Each	$ 464.00	$ 470.00	
Storm Water Pollution Prevention Plan (SWPPP) Document Review	Each	$ 655.00	$ 663.00	

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Section 9 - Public Works

Land Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
STUDIES						
Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted						
Flood Plain (CLOMR/LOMR)						
1-10 Acres (Tributary)	Each	$ 3,385.00		$ 3,424.00		
Over 10 Acres	Each	$ 3,385.00	+	$ 3,424.00	+	
Each Acre over 10 Acres	per Acre	$ 20.00		$ 20.00		
Drainage (Hydrology/Hydraulics)						
0-50 Acres (Tributary)	per Acre	$ 48.00	$450 minimum	$ 49.00	$450 minimum	
51-100 Acres Plus	Each	$ 2,400.00	+	$ 2,450.00	+	
Each Additional Acre over 50	per Acre	$ 6.00		$ 6.00		
101-1,000 Acres Plus	Each	$ 2,700.00	+	$ 2,750.00	+	
Each Additional Acre over 100	per Acre	$ 4.00		$ 4.00		
Over 1,000 Acres Plus	Each	$ 6,300.00	+	$ 6,350.00	+	
Each Additional Acre over 1,000	per Acre	$ 1.00		$ 1.00		
4th and Subsequent Review	Each Review	Total City Cost		Total City Cost		
Preliminary Drainage Study (Entitlement Stage)	Each	$ 464.00		$ 470.00		
Preliminary Water Quality Management Plan (P-WQMP)						
WQMP Preliminary Document Review						
First Two Reviews Only (Consultant and Admin)		$ 934.00		$ 945.00		
Third and Subsequent Reviews (Fee for Consultant Only)	Each Review	$ 321.00		$ 325.00		
All Meetings	per Hour	$ 250.00		$ 253.00		
All Teleconferences	per Hour	$ 150.00		$ 152.00		

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Section 9 - Public Works

Land Development

Final Water Quality Management Plan (F-WQMP)

WQMP Final Document Review

(Initial fee includes Document Review, Teleconferences and Meetings)

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Basic Review (Maximum 2 Reviews and 2 Meetings)		$ 1,098.00	$ 1,111.00	
(Applies to Hillside Residential ≤ 9 Units)				
Subsequent Reviews	Each Review	$ 750.00	$ 759.00	
Subsequent Meetings	per Hour	$ 250.00	$ 253.00	
Subsequent Teleconferences	per Hour	$ 150.00	$ 152.00	
Standard Review (Maximum 2 Reviews and 2 Meetings)		$ 4,290.00	$ 4,341.00	
(Applies to Residential ≤ 50 Units; Commercial ≤ 2 Acres; Industrial ≤ 1 Acre; Automotive ≤1 Acre; Restaurants ≤ 1 Acre; Hillside Development ≤ 1 Acre (Except Hillside Residential ≤ 9 Units); and Parking Lots ≤ 2 Acres)				
Subsequent Reviews	Each Review	$ 1,440.00	$ 1,457.00	
Subsequent Meetings	per Hour	$ 250.00	$ 253.00	
Subsequent Teleconferences	per Hour	$ 150.00	$ 152.00	
Complex Review (Maximum 3 Reviews and 3 Meetings)		$ 6,179.00	$ 6,253.00	
(Applies to MFR or SFR > 50 Units; Commercial > 2 Acres; Industrial > 1 Acre; Automotive > 1 Acre; Restaurants > 1 Acre; Hillside Development > 1 Acre (Except Hillside Residential ≤ 9 Units); and Parking Lots > 2 Acres)				
Subsequent Reviews	Each Review	$ 1,824.00	$ 1,846.00	
Subsequent Meetings	per Hour	$ 250.00	$ 253.00	
Subsequent Teleconferences	per Hour	$ 150.00	$ 152.00	

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Section 9 - Public Works

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Land Development						
OTHER PLAN CHECK FEES						
Underground Overhead Utilities						
Underground of Utilities Administration Fee Plus		$ 70.00	+	$ 71.00	+	
Underground of Utilities In-Lieu Fee	per Linear Foot	$ 196.00		$ 198.00		
(In accordance with Development Code 9.14.130)						
IMPROVEMENT PLAN INSPECTION						
Grading						
Mass, Rough, Precise, Stockpile or Borrow Grading Inspection (All projects)						
0-100 CY		$ 637.00		$ 645.00		
101-1,000 CY Plus		$ 637.00	+	$ 645.00	+	
Each Additional 100 CY or portion thereof over 100 CY (prorated per cubic yard)		$ 120.00		$ 121.00		
1,001-10,000 CY Plus		$ 1,717.00	+	$ 1,734.00	+	
Each Additional 1,000 CY or portion thereof over 1,000 CY (prorated per cubic yard)		$ 390.00		$ 395.00		
10,001-100,000 CY Plus		$ 5,227.00	+	$ 5,289.00	+	
Each Additional 10,000 CY or portion thereof over 10,000 CY (prorated per cubic yard)		$ 355.00		$ 359.00		
> 100,000 CY Plus		$ 8,422.00	+	$ 8,520.00	+	
Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)		$ 318.00		$ 322.00		
Improvements						
Improvement Plan (Offsite Public Improvements, Per Project)						
< $100,000 of Engineers estimate Plus		4.00%	+	$ -	+	
$100,000-$250,000 of Engineers estimate Plus		3.00%	+	$ -	+	
> $250,000 of Engineers estimate		2.50%		$ -		
Onsite Improvements (Based on Engineer's estimate)		1.00%		$ -		
Multi-Agency Improvement Plans for facilities to be maintained by agencies other than the City of Moreno Valley	Deposit, valued at one-half of the fee that would typically be charged for inspection services.					
Re-inspection	Each	$ 432.00		$ 437.00		
Holidays, Weekends and Night Inspections (Based on staff availability)	per Hour*	$ 79.00	Straight Time	$ 79.00	Straight Time	
	*minimum of 2 hour	$ 96.00	Over Time	$ 96.00	Over Time	

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Section 9 - Public Works

Land Development

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
STORM WATER MANAGEMENT INSPECTION				
Storm Water Pollution Abatement Program				
Projects Under Construction				
Construction Site Inspection		$ 402.00	$ 407.00	
Existing Businesses				
NPDES Industrial Site Initial Inspection	Each	$ 451.00	$ 456.00	
Follow-up Compliance Inspection	Each	$ 211.00	$ 214.00	
NPDES Commercial Site Initial Inspection	Each	$ 331.00	$ 335.00	
Follow-up Compliance Inspection	Each	$ 211.00	$ 214.00	
NPDES Restaurant Initial Inspection (CAP)	Each	$ 271.00	$ 274.00	
Follow-up Compliance Inspection	Each	$ 211.00	$ 214.00	
Water Quality Basin Landscape Inspection				
0-1 Acre		$11,853.00	$ 11,995.00	
1-1.5 Acres		$13,631.00	$ 13,795.00	
1.5-2 Acres		$15,408.00	$ 15,593.00	
2-2.5 Acres		$17,187.00	$ 17,393.00	
Each additional 1/2 Acre > 2.5 Acres	per 1/2 Acre	$ 1,777.00	$ 1,798.00	
PENALTY FEES				
Inspection and Testing work in Right-of-Way without Encroachment Permit		$ 603.00	$ 610.00	
Failure to Schedule Inspection Prior to Performing Work *		$ 122.00	$ 123.00	

* Penalty Fee to be determined by the City Engineer. Listed amount for the first offense and not to exceed $500 for each subsequent offense.

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Section 9 - Public Works

Land Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
PERMITS - ADMINISTRATION FEES						
Grading or Inspection: Permit Issuance	Each	$ 82.00		$ 83.00		
Construction Permit Issuance	Each	$ 82.00		$ 83.00		
Newspaper Rack Annual Permit Issuance	Each	$ 82.00		$ 83.00		
Annual Utility Blanket Permit Administration	Each	$ 82.00		$ 83.00		
Second Driveway Approach Application	Each	$ 82.00		$ 83.00		
PERMITS - INSPECTION FEES						
Concrete Sidewalk						
0-100 Linear Feet	Each	$ 66.00	+	$ 67.00	+	
> 100 Linear Feet	per Linear Foot	$ 1.00		$ 1.00		
Parkway Drains	Each	$ 144.00		$ 146.00		
Residential Curb Core (2 maximum per lot)	per Lot	$ 78.00		$ 79.00		
Driveways						
Commercial	Each	$ 144.00		$ 146.00		
Residential	Each	$ 203.00		$ 205.00		
Excavation-Street Crossing	per Linear Foot	$ 2.00	$232 min	$ 2.00		
Excavation Parallel Trench	per Linear Foot	$ 0.50	$232 min	$ 0.50		
Small Bore Potholes (12" Diameter Maximum)	Each	$ 26.00		$ 26.00		
All Other Potholes	Each	$ 77.00		$ 78.00		
Bores/Splice Pits	Each	$ 52.00		$ 53.00		
Non-Retaining Wall	Each	$ 144.00		$ 146.00		
Fence	Each	$ 144.00		$ 146.00		
Newspaper Rack Installation	Each	$ 52.00		$ 53.00		
Utility Blanket Permit Individual Location Inspection	Each	$ 15.00		$ 15.00		
Miscellaneous Inspections (Based on staff availability)	per Hour*	$ 79.00	Straight Time	$ 79.00	Straight Time	
	*minimum of 1 hour	$ 96.00	Over Time	$ 96.00	Over Time	

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Section 9 - Public Works

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Land Development						
OTHER PERMITS						
Application Fee for Special Events, (Including Permit to Conduct a Parade or other event within Public Property or Street Right-of-Way.)	Each	$ 205.00		$ 207.00		
Block Party Permit Processing	Each	$ 82.00		$ 83.00		
Flood Plain Determination (Community Rating System)	per Lot	$ 20.00		$ 20.00		
Elevation Certification (Mobile Home Park)	Each	$ 155.00		$ 157.00		
OTHER FEES						
Advanced Energy Fees						
Administration Fee		$ 404.00		$ 409.00		
Zone B (9,500 Lumens)	Each	$ 261.00		$ 668.00		Revised to reflect actual cost
Zone C (22,000 Lumens)	Each	$ 347.00		$ 668.00		Revised to reflect actual cost
Single Family Residence Review	per Project	$ 390.00		$ 395.00		
Area Drainage Plan Fee	Established by and payable to the County of Riverside Flood Control District					
MISCELLANEOUS LAND DEVELOPMENT FEES						
City of Moreno Valley Book of Standard Drawings	Each	$ 45.00		$ 46.00		
Research of Records, Files, etc.						
Technical	per Hour *	$ 84.00	+reproduction costs	$ 85.00	+reproduction costs	
Professional	per Hour *	$ 136.00	+reproduction costs	$ 138.00	+reproduction costs	
	* minimum of 1/2 hour					
In-house Reproduction costs of Engineered Plan Sheets (Large Format)	per Sq Ft	$ 1.00		$ 1.00		

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Section 9 - Public Works

Maintenance and Operations

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Private Residence Tree Removal (Service not available on request; service will only be performed when required as determined by Public Works, Maintenance and Operations Division)	Each	$ 270.00	$ 273.00	

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Section 9 - Public Works

Special Districts

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Miscellaneous Document Preparation, Review, Research, Processing etc	per Hour	NA		$ 118.00	+ third party expenses	NEW FEE
Land and Assessment Division Applications						
with amended assessment diagram		$ 900.00	+	$ 900.00	+	No Change
	per Parcel	$ 25.00		$ 25.00		
without amended assessment diagram		$ 1,500.00	+	$ 1,500.00	+	No Change
	per Parcel	$ 35.00		$ 35.00		
Special District Formation Application	Each	$ 5,000.00		$ 5,000.00		
Special District ~~Formation/~~ Bond Issuance	Each	1% of bond issue	$50,000 min	1% of bond issue	$50,000 min	
Special Tax Report	Each	City Cost	$10 min	City Cost	$10 min	No Change
Annual Levy Report	Each	City Cost	$10 min	City Cost	$10 min	No Change
Parcel Payoff/Amortization Schedule	per Parcel	$ 46.00		$ 46.00		No Change
Note: Bond payoff/amortization schedule information is given to property owners free of charge. Others requesting information will be charged per parcel.						
Fixed Charge Tax Bill Revisions	per Parcel	County Cost		County Cost		No Change
Plans and Specifications (Non-refundable) (Landscape and Street Light documents)		City Cost	$10 min	City Cost	$10 min	No Change
Mail Ballot Processing ~~(includes 2 Council meetings)~~						
Administrative Fee	per Proceeding	$ 1,574.00		$ 3,222.00		Adjusted to reflect full cost
~~Ballot fee~~	~~per Ballot~~	~~$ 3.00~~		~~$ 3.00~~		FEE DELETED
Administrative Fee (Annexations Only)	per Proceeding			$ 1,733.00		NEW FEE
Additional/rescheduled Council Meeting	per Meeting			$ 770.00		NEW FEE
Annexation/boundary map preparation	per Map			Actual charge is "fully burdened" rate charge plus expenses. Not to exceed actual City cost.		NEW FEE

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Section 9 - Public Works

Special Districts

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Landscape Plan Check				
Base Fee (7 sheets & 3 total submittals)		$ 5,925.00	$ 5,996.00	
Each Additional Sheet & 3 submittals		$ 830.00	$ 840.00	
Each Additional submittal	per Sheet	$ 178.00	$ 180.00	
Landscape Inspection				
0-1 Acre		$ 11,853.00	$ 11,995.00	
1-1.5 Acres		$ 13,631.00	$ 13,795.00	
1.5-2 Acres		$ 15,408.00	$ 15,593.00	
2-2.5 Acres		$ 17,187.00	$ 17,393.00	
Each additional 1/2 acre > 2.5	per 1/2 acre	$ 1,777.00	$ 1,798.00	
Public Works Landscape Design Guidelines	Each	$ 15.00	$ 15.00	No Change

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Section 9 - Public Works

Transportation Engineering

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Permit Parking Program						
Application Fee	Each	$ 90.00		$ 91.00		
Special Traffic Count						
Daily Directional	per Count	$ 135.00		$ 137.00		
Daily Non-Directional	per Count	$ 67.00		$ 68.00		
Peak Hour Intersectional	per Count	$ 47.00		$ 48.00		
Speed Study						
Radar		$ 51.00		$ 52.00		
Speed Profile (2 tubes, 1 machine)		$ 190.00		$ 192.00		
Special Traffic Curb Painting	Deposit	$ 178.00	Actual charge is "fully burdened" rate charge	$ 178.00	Actual charge is "fully burdened" rate charge	
Signs						
Miscellaneous Traffic Control Signs (Stop, Yield, Bus Stop, etc)	Each	$ 270.00		$ 273.00		
Neighborhood Watch Signs (Installed)	Each	$ 13.00		$ 13.00		
				$ -		
Street Name Sign	Each	$ 405.00		$ 410.00		
Signal Construction Inspection and Turn-on						
<= $100,000 of Engineer's estimate		4.00%		4.00%		
$100,001-$250,000 of Engineer's estimate		3.00%		3.00%		
> $250,000 of Engineer's estimate		2.50%		2.50%		
Controller Testing		$ 1,929.00		$ 1,952.00		
Signing and Striping Plan Review (1-3 submittals)	Per Sheet	$ 350.00		$ 354.00		
4th and subsequent submittals	Per Sheet	$ 205.00		$ 207.00		

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Section 9 - Public Works

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Transportation Engineering				
Temporary Parking Permit				
Type I		$ 135.00	$ 137.00	
(Allow temporary parking on a restricted street section with curb lane width of less than 18 ft)				
Type II		$ 67.00	$ 68.00	
(Allow temporary parking on a restricted street section with curb lane width of 18 ft or more)				
Traffic Impact Analysis				
Minor	Each	$ 1,132.00	$ 1,146.00	
Major	Each	$ 3,000.00	$ 3,036.00	
Traffic Control Plan Review (1-3 submittals)	per Sheet	$ 350.00	$ 354.00	
4th and subsequent submittals	Per Sheet	$ 205.00	$ 207.00	

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Section 10 - Miscellaneous Fees and Charges

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Council Chamber Room Rental	per Day	$ 132.00	$ 132.00	
Neighborhood Preservation Revitalization Program Housing Inspection Minimum Permit Fees (all types of permits)	Each	$ 122.00	$ 123.00	
Housing Assistance Financial Analysis Charge		City Cost	City Cost	
Mileage for City employee appearances	per Mile	IRS allowable rate	IRS allowable rate	
Motion Picture Permit	Each	$ 393.00	$ 393.00	
Copies *				
Black & White	per Page	$ 0.20	$ 0.20	
Color	per Page	$ 0.75	$ 0.75	

* All government agencies and their official representatives shall be exempt from paying these charges for single copies for official use.

Copies and Research in response to subpoena	per Occurrence	City cost as provided for in California Evidence Code Section 1563	

Copies of maps, documents, graphs or special work may be furnished upon the payment of the cost of printing and preparation. For such items for which a regular established price is unavailable, the Department Head, in collaboration with the Financial & Administrative Services Director, may establish a price consistent with the cost of printing and preparation thereof. The Financial & Administrative Services Director shall report such exceptions to the City Manager. It shall be the responsibility of the City Manager to review such costs annually and make such recommendations to the City Council as required to keep charges consistent with actual costs.

The City Council may waive processing or appeal fees for any private or public agency on a case-by-case basis. In the case of an appeal by a public agency or school district, no fee shall be charged until the City Council considers the appeal matter itself and renders a decision on the waiver of the fee after the entire appeal matter has been heard.

Note: Projects equal to or in excess of $50,000,000 in total value will qualify to be considered for inclusion in the City's pilot program utilizing Time-and-Material charging/billing methodology for Development Services activities; this program encompasses all Departments and all fees for projects in the program. For more information on this pilot program please contact the City Manager's Office.

Land Development Division Deposits will be valued at one-quarter of the fee that would typically be charged for plan check or inspection services.

MV00198200

Section 11 - Penalties and Delinquent Fee Schedule for Parking Violations

M.V.M.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
12.12.130	Parked in violation of designated curb color	$ 28.50	$ 12.50	$ 41.00	$ 69.50	$ 12.50	$ 82.00
12.12.130	No standing/stopping/parking anytime (posted)	$ 28.50	$ 12.50	$ 41.00	$ 69.50	$ 12.50	$ 82.00
12.12.130	Posted time 6 p.m. to 6 a.m. (commercial vehicle)	$ 28.50	$ 12.50	$ 41.00	$ 69.50	$ 12.50	$ 82.00
12.38.040	Vehicle parked on street in excess of 72 hours	$ 28.50	$ 12.50	$ 41.00	$ 69.50	$ 12.50	$ 82.00
12.42	No parking (street sweeping)	$ 45.00	$ 12.50	$ 57.50	$ 102.50	$ 12.50	$ 115.00
6.04.040.D2	Parking on unimproved surface	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
11.24.200	Inoperative vehicle in view in excess of 72 hours	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00

M.V.M.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
12.38.020A	It is unlawful to park or leave standing any of the following:						
12.383020A1	Any vehicle or trailer which is used to transport animals or which harbors vermin or pestilence or which emits noxious or nuisance odors on any highway, street, road alley or on any public or private property within the city.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020A2	Any vehicle or trailer which contains any hazardous substances as defined in section 2452 of the California Vehicle Code on any highway, street, road, alley or on any public or private property within the city.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020A3	Any trailer, utility trailer, boat trailer, boat, camper, camper shell, camp trailer, trailer coach or semi-trailer that is non-self propelled, non-motorized or not capable of movement under its own power and which is unattached to a vehicle on any highway, street, road or alley within the city.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020A4	Any vehicle on any highway, street, road or alley within the city for the purpose of servicing or repairing such vehicle except when necessitated by an emergency.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00

MV00198201

Section 11 - Penalties and Delinquent Fee Schedule for Parking Violations

M.V.M.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
12.38.020B	It is unlawful to park or leave standing any commercial vehicle, truck, trailer or semi-trailer having a manufacturer's gross vehicle weight rating (Vehicle Code Section 390) of ten thousand (10,000) pounds or more as described in the following:						
12.38.020B1	On any highway, street, road, alley or private property within the residential district within the city.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B2	On any vacant or unimproved non-residential property in the city.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B3	On any residential property so that any part of such vehicle is within one hundred (100) feet of any human dwelling.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B4	Within one hundred fifty (150) feet of any driveway opening.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B5	Within any commercially zoned property for the purpose other than doing business at the site, or for the purpose not related to such business operation, or remaining parked or standing for longer than reasonably appropriate to do such business or acts related to such business operations.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B6	On any residential property so that any part of such vehicle is within fifteen (15) feet of the property line, a public sidewalk or a public or private roadway edge.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B7	On any alley within the city.	$ 73.50	$ 12.50	$ 86.00	$ 156.50	$ 12.50	$ 172.00
12.38.020B7	On any highway, street or road which is adjacent to a parcel upon which there exists a public facility. Within the meaning of this subsection, "public facility" includes, but is not limited to, parks, schools and civic buildings.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B9	Any unattached semi-trailer on a public highway, street, road or alley within the city.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020C	While adjacent to a developed residential area within the city, the operator shall not idle the vehicle's engine for longer than fifteen (15) minutes.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00

MV001198202

Section 11 - Penalties and Delinquent Fee Schedule for Parking Violations

C.V.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
5204	Improper display of tabs	$ 45.00	$ 12.50	$ 57.50	NA	NA	NA
	Improper display of tabs with correction	$ 5.00	$ 5.00	$ 10.00	NA	NA	NA
21113(a)	Unauthorized parking upon public grounds	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
21211(a)	Stopping in bicycle lane	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(a)	Parking unlawfully, within intersection	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(b)	Parking unlawfully, on crosswalk	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(c)	Parking unlawfully, adjacent to safety zone	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(d)	Parking unlawfully, within 15 feet of fire station driveway	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(e)	Parking unlawfully, blocking any driveway	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(f)	Parking unlawfully, on a sidewalk	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(g)	Parking unlawfully, blocking excavation	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(h)	Parking unlawfully, double parking	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(i)	Parking unlawfully, in posted bus loading zone	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(k)	Parking on a bridge, unless otherwise permitted or authorized	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(l)	Parking unlawfully, blocking sidewalk wheelchair access	$ 420.00	$ 12.50	$ 432.50	NA	NA	NA
22500.1	Parking unlawfully, in posted fire area	$ 50.00	$ 12.50	$ 62.50	$ 112.50	$ 12.50	$ 125.00
22502(a)	Vehicle parked with right wheels in excess of 18″ from right hand curb (exception: Motorcycles shall be parked with at least one wheel touching the right hand curb).	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22507.8(a)	Parking in space designated for disabled	$ 420.00	$ 12.50	$ 432.50	NA	NA	NA
22507.8(b)	Obstruct or block disabled parking space	$ 420.00	$ 12.50	$ 432.50	NA	NA	NA
22507.8(c)	Parking in cross-hatch area designated for disabled	$ 420.00	$ 12.50	$ 432.50	NA	NA	NA
22514	Parking within 15 feet of fire hydrant	$ 50.00	$ 12.50	$ 62.50	$ 112.50	$ 12.50	$ 125.00
22515(b)	Unattended vehicle wheels not blocked, and/or parking brake not set	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22522	Parking within 3 feet of a sidewalk access ramp	$ 420.00	$ 12.50	$ 432.50	NA	NA	NA
22658	Unauthorized parking	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
40226	Failure to display handicapped placard	$ 20.00	$ 12.50	$ 32.50	NA	NA	NA
	Other	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00

MV001198203

MORENO VALLEY
WHERE DREAMS SOAR

Financial & Administrative Services Department

MEMORANDUM

To: Mayor & City Council

From: Richard Teichert, Financial & Administrative Services Director

Date: April 25, 2011

Subject: Proposed Increase In Dog License Fees

The City Council approved proceeding with a proposed increase to dog license fees at the Special Meeting on April 19, 2011. These fees were directed to be brought back for Council action. Staff recommends that the "Moreno Valley Proposed" dog license fees in the chart below be amended into the City Council Fee Ordinance being considered at the April 26, 2011 City Council meeting.

The updated proposed fees were compared to other local jurisdictions similar to or greater that the current population of Moreno Valley. As reflected in the table below the updated proposed fees for an altered (Spay/Neuter or S/N) dog license in all yearly categories is in line with other local jurisdictions. Comparing all license fee categories for an unaltered dog, Moreno Valley will continue to offer residents a reasonable fee.

City	S/N 1 yr.	S/N 2 yr.	S/N 3 yr.	Unaltered 1 yr.	Unaltered 2 yr.	Unaltered 3 yr
Moreno Valley (Current)	$10	$19	$26	$41	$60	$78
Moreno Valley (Proposed)	$15	$25	$32	$50	$80	$100
Corona	$15	$25	$35	$100	$200	$300
Fontana	$10	$18	$24	$60	$120	$180
Ontario	$20	n/a	n/a	$40	n/a	n/a
Riverside	$16	$25	$35	$100	$175	$250
Rancho Cucamonga	$15	$ 25.20	$37.80	$60	$120	$180
San Bernardino	$20	$30	$40	$75	n/a	n/a

Based on the proposed fee increases for dog licenses in all categories as shown above, projected additional revenue is expected to be **$32,000** annually. This projection is conservative as it assumes only a 50% renewal rate for year 1 & 2 license categories and a 30% renewal rate for year 3 licenses.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and the City Council Acting in their Capacity as the President and Members of the Board of Directors of the Moreno Valley Community Services District ("CSD")

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: April 26, 2011

TITLE: PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDINGS FOR POZGAJ FRANK & MARIA FAMILY TRUST—APN 486-240-009 BALLOTING FOR NPDES AND CSD ZONE M AND RIDGE MORENO VALLEY—APNS 297-170-005 AND 297-170-066 BALLOTING FOR NPDES

RECOMMENDED ACTION

1. Staff recommends that the City Council, after conducting the individual Public Hearings and accepting public testimony:

   a. Direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballots for Pozgaj Frank & Maria Family Trust—Assessor Parcel Number (APN) 486-240-009 and Ridge Moreno Valley—APNs 297-170-005 and 297-170-066;
   b. Verify and accept the result of the mail ballot proceedings as identified on the Official Tally Sheet and attached APN listing;
   c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and
   d. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to APNs 486-240-009, 297-170-005, and 297-170-066.

2. Staff recommends that the Mayor and City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), after conducting the Public Hearing and accepting public testimony:

   a. Direct the Secretary of the CSD Board (City Clerk) to tabulate the CSD Zone M ballot for Pozgaj Frank & Maria Family Trust—APN 486-240-009;

b. Verify and accept the result of the mail ballot proceeding as identified on the Official Tally Sheet and attached APN listing;
c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and
d. If approved, authorize and impose the annual CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) charge to APN 486-240-009.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

To comply with the 1972 Federal Clean Water Act, Land Development, a division of the Public Works Department, requires that new development projects participate in the appropriate NPDES regulatory rate to fund federally mandated programs. The City Council adopted the residential regulatory rate on June 10, 2003, and the commercial/industrial regulatory rate on January 10, 2006.

The CSD was formed simultaneously with City incorporation in 1984. The designation of zones within the CSD was established to allocate the costs of special services to those parcels receiving the benefit. The City's Arterial Median Maintenance Policy, adopted by the CSD February 2003 and subsequently amended January 2006, requires that certain commercial, industrial and multifamily developments be conditioned to fund the maintenance of arterial medians.

The Pozgaj Frank & Maria Family Trust (APN 486-240-009) and Ridge Moreno Valley (APNs 297-170-005 and 297-170-066), (collectively "Property Owners"), have Conditions of Approval that require them to provide a funding source to help support the Stormwater Management program. Additionally, Pozgaj Frank & Maria Family Trust was conditioned to help support the CSD median program specific to this project, Zone M. Approving the NPDES maximum commercial/industrial regulatory rate and the CSD Zone M annual charge through a mail ballot proceeding shall fulfill these requirements.

DISCUSSION

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, mail ballot proceedings are being conducted to give the Property Owners the option to approve or oppose the NPDES maximum commercial/industrial regulatory rate and the annual charge for the CSD Zone M program. Property Owners are given two opportunities to address the legislative body. These two opportunities are the Public Meeting on April 12, 2011 and the Public Hearing on April 26, 2011, when the results of the ballot proceeding will be announced.

New development projects are subject to the current NPDES Permit requirements for stormwater management as mandated by the Federal Clean Water Act. Public agencies

are to obtain Permits to discharge urban stormwater runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels. If approved by the property owner, the City will annually inspect site design, source and treatment control Best Management Practices, monitor maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State. Provided the mail ballots are approved, the City will also be authorized to levy the NPDES maximum commercial/industrial regulatory rate on the annual property tax bill or as a monthly charge on a utility bill.

Special Districts, a division of the Public Works Department, manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. Landscape maintenance includes, but is not limited to mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians. The CSD Zone M annual charge is levied on the property tax bill.

The CSD Zone M annual charge for APN 486-240-009 was estimated based on the proposed fully improved Alessandro Blvd. and Moreno Beach Dr. medians adjacent to the parcel. The annual charge shall not be levied until such time as the planning of the medians begins. Upon future development, parcels adjacent to the proposed medians shall be conditioned to provide a funding source for the annual maintenance. At which point, the annual charge for APN 486-240-009 shall be proportionally adjusted.

ALTERNATIVES

1. **Conduct the Public Hearings,** tabulate the ballots, verify, and accept the result of the mail ballot proceedings as identified on the Official Tally Sheet and attached APN listing, receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing, and if approved, authorize and impose the NPDES Maximum Commercial/Industrial Regulatory Rate and the annual charge for CSD Zone M to Pozgaj Frank & Maria Family Trust and the NPDES Maximum Commercial/Industrial Regulatory Rate to Ridge Moreno Valley. *This alternative will fulfill the 45-day noticing period and Public Hearing requirements as mandated by Proposition 218.*

2. **Do not conduct the Public Hearings,** tabulate the ballots, verify, or accept the result of the mail ballot proceedings for Pozgaj Frank & Maria Family Trust and Ridge Moreno Valley. *This alternative would be contrary to Proposition 218 mandates and may not allow the property owners to comply with their conditions of approval.*

FISCAL IMPACT

For fiscal year (FY) 2010/11, the NPDES annual regulatory rate and estimated CSD Zone M charge for Pozgaj Frank & Maria Family Trust and Ridge Moreno Valley are as follows:

Project	NPDES Maximum Commercial/Industrial Rate	CSD Zone M Annual Charge
Pozgaj Frank & Maria Family Trust APN 486-240-009 (and any division thereof)	$205 per parcel	$9,830.39
Ridge Moreno Valley APN 297-170-005 (and any division thereof) APN 297-170-066 (and any division thereof)	$205 per parcel $205 per parcel	N/A N/A

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

The NPDES rates collected from property owners support the current Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the NPDES rates are restricted for use only within the Stormwater Management program.

The CSD Zone M annual charge, paid by the adjacent new developments, provides the necessary funding for the maintenance of newly constructed medians within the CSD. Pozgaj Frank & Maria Family Trust is being balloted for maintenance costs of future medians that are planned to be constructed. The amount collected will reduce the General Fund obligation for maintenance for those medians. **The collection of the CSD Zone M annual charge is restricted for use for the maintenance and administration of the improved medians within the CSD Zone M program.**

CITY COUNCIL GOALS

Advocacy
Management of the stormwater will ensure that water pollutants are discharged in compliance with federal mandates and City policies.

Community Image, Neighborhood Pride, and Cleanliness
The Zone M program allows the CSD an opportunity to enhance the appearance of newly developed areas within the City.

Revenue Diversification and Preservation
The CSD Zone M annual charge and the NPDES maximum commercial/industrial regulatory rate provide funding for program costs, which include maintenance and administration.

SUMMARY

The action before the City Council/CSD Board is to accept public testimony, tabulate the returned ballots, verify, and accept the results of the mail ballot proceedings for Pozgaj Frank & Maria Family Trust and Ridge Moreno Valley.

NOTIFICATION

On February 28, 2011, a ballot packet was mailed to the Property Owners. The packets included a notice to the property owner, map of the project area, the NPDES commercial/industrial rate schedule, instructions, ballot(s), and postage-paid envelopes for returning the ballots to the City Clerk. (See Attachments 1 and 2.)

Newspaper advertising for the April 12, 2011, Public Meeting and April 26, 2011, Public Hearing was published in The Press-Enterprise on March 24, 2011. Additionally, the Public Hearing notification was published on April 7 and again on April 14, 2011.

ATTACHMENTS

Attachment 1: Pozgaj Frank & Maria Family Trust mail ballot packet
Attachment 2: Ridge Moreno Valley mail ballot packet

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Chris A. Vogt, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Concurred by:
Mark Sambito,
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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TEL: 951.413.3480
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WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Pozgaj Frank & Maria Family Trust
10 Collegiate Cir
Rancho Mirage, CA 92270

February 28, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APN 486-240-009

******* OFFICIAL BALLOT ENCLOSED *******

Llame al 951.413.3480 para obtener información verbal en Español

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of APN 486-240-009 (and any division thereof) the opportunity to express support or opposition to the approval of the NPDES regulatory rate and services and inclusion into and approval of the annual charge for the CSD Zone M program.

Background

NPDES Maximum Commercial/Industrial Regulatory Rate

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

The CSD was formed simultaneously with City incorporation and established Zones to allocate the costs of special benefit services to those parcels designated to receive selective programs. The CSD Zone M program provides ongoing maintenance to improved medians adjacent to commercial, industrial, and multifamily developments in designated areas of the City. Commercial, industrial, and multifamily developments along designated arterial streets are conditioned to participate in the improved median maintenance program in compliance with the Citywide Arterial Median Maintenance Policy approved by the CSD Board in March 2003 and revised in January 2006.

ATTACHMENT 1

Services Provided

NPDES Maximum Commercial/Industrial Regulatory Rate
In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge
Special Districts' staff manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. The CSD Zone M annual charge was established to cover administration and service costs for the landscape maintenance. Services include, but are not limited to: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

How is the Amount of the Charge Determined?

NPDES Maximum Commercial/Industrial Regulatory Rate
Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owners.

CSD Zone M Charge
The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 486-240-009 is subdivided. The charge levied shall not exceed the charge previously approved by the property owners.

Proposed Charge

NPDES Maximum Commercial/Industrial Regulatory Rate
For FY 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. The total amount of the NPDES rates levied for FY 2010/11 for the program as a whole is $392,575.

CSD Zone M Charge
The CSD Zone M parcel charge for FY 2010/11 for the proposed Alessandro Blvd. median is $3,089.55 and $6,740.84 for the proposed Moreno Beach Dr. median. The total amount of the CSD Zone M charges levied for FY 2010/11 for the program as a whole is $141,530.98.

Annual Adjustment

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 486-240-009 (and any division thereof) and shall be placed on the 2011/12 Riverside County property tax bill or as a monthly charge on a utility bill. The CSD Zone M

annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Alessandro Blvd. and/or Moreno Beach Dr. medians occur. The NPDES Maximum Commercial/Industrial regulatory rate and the CSD Zone M charge will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City/CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Meeting	**Public Hearing**
Tuesday, April 12, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, April 26, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk/Secretary of the CSD Board of Directors in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges is Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate and the proposed inclusion into the CSD Zone M program and approval of the annual charge will be confirmed if the ballots are marked in favor of the charge.

Effect if Inclusion into and Approval of the Charges is Not Approved

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the Conditions of Approval. If the ballot is not marked in favor of the CSD Zone M annual charge, then the charge will not be levied on the property tax bill and noncompliance of the Conditions of Approval shall result.

For More Information

If you have any questions about the proposed programs, the annual charges, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Completing Your Ballot

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballots in support of or opposition to the proposed programs and annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will not be counted.*

3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, April 26, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

OFFICIAL MAIL BALLOT for
ASSESSOR PARCEL NUMBER (APN) 486-240-009

Moreno Valley Community Services District (CSD) Zone M
(Commercial, Industrial, and Multifamily Improved Median Maintenance)

YES* — as the property owner of APN 486-240-009 (and any division thereof), **I approve** the annual CSD Zone M charge for FY 2010/11 for the proposed Alessandro Blvd. median of $3,089.55 and $6,740.84 for the proposed Moreno Beach Dr. median. Beginning FY 2011/12, the annual CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The CSD Zone M annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Alessandro Blvd. and/or Moreno Beach Dr. medians occur. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

NO** — as the property owner of APN 486-240-009, **I do not approve** the CSD Zone M annual parcel charge. I understand that not incorporating said APN into the CSD Zone M program is a violation of the Conditions of Approval. The CSD Zone M charge shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge
486-240-009 (and any division thereof)	☐	☐	$9,830.39

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on April 26, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

OFFICIAL MAIL BALLOT for
Assessor Parcel Number (APN) 486-240-009

National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate

YES* — as property owner of APN 486-240-009, **I approve** the NPDES maximum commercial/industrial regulatory rate and services. For fiscal year (FY) 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the 2010/11 Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2011/12, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APN 486-240-009, **I do not approve** the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
486-240-009 (and any division thereof)	☐	☐	$205 per parcel

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on April 26, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

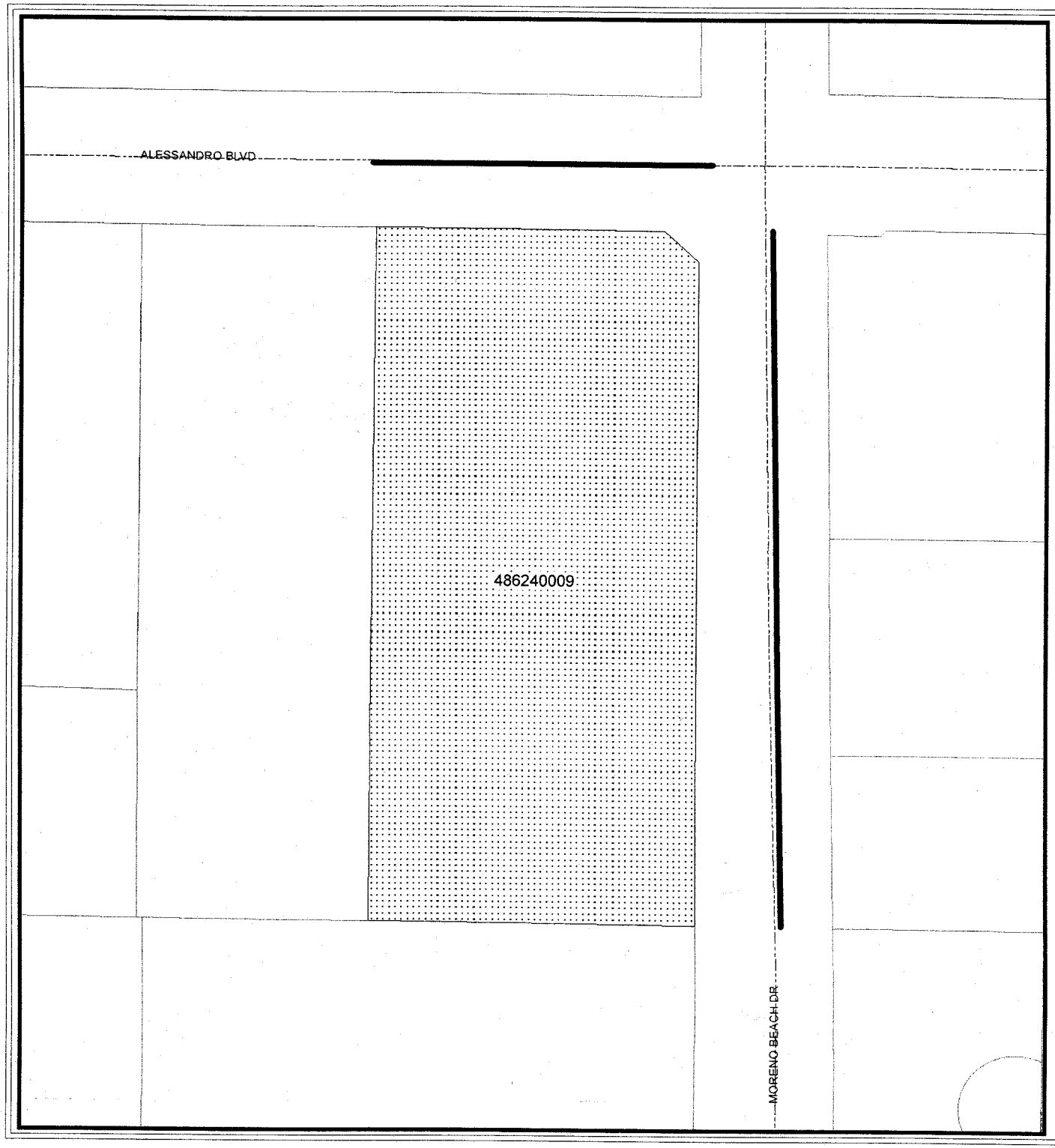

TPM 36262
APN 486-240-009

APN

- 486240009
- Roads
- Parcels
- City Boundary
- Future Median
- Landscaped Areas

Map reflects all changes indicated on Riverside County Assessor Maps as of February 22, 2011.

N

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G:\AVP\SDA\PA09-0043 TPM 36262.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

MV00198216

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
NPDES Administration			**Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance**		
(Not covered by CSA 152) Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.		
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics					
PROPOSED PARCEL RATE	**Per Month** **$2.67**	**Per Year** **$32.00**	**PROPOSED PARCEL RATE**	**Per Month** **$12.58**	**Per Year** **$151.00**

Inflation Factor Adjustments

FY 2006/2007 - 4.5% = ($33.00 & $158.00)
FY 2007/2008 - 3.1% = ($34.00 & $163.00)
FY 2008/2009 - 4.2% = ($35.00 & $170.00)
FY 2009/2010 - no change = ($35.00 & $170.00)
FY 2010/2011 - no change = ($35.00 & $170.00)

MV00198217

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Ridge Moreno Valley
Attn: Dennis Rice
201 Covina Ave, Suite 8
Long Beach, CA 90803

February 28, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE FOR APNS 297-170-005 AND 297-170-066

******* OFFICIAL BALLOT ENCLOSED *******

Llame al 951.413.3480 para obtener información verbal en Español

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of APNs 297-170-005 and 297-170-066 (and any division thereof) the opportunity to express support or opposition to the approval of the NPDES regulatory rate and services.

Background

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

Services Provided

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

How is the Amount of the Charge Determined?

Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owners.

ATTACHMENT 2

Proposed Charge

For FY 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. The total amount of the NPDES rates levied for FY 2010/11 for the program as a whole is $392,575.

Annual Adjustment

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APNs 297-170-005 and 297-170-066 (and any division thereof) and shall be placed on the 2011/12 Riverside County property tax bill or as a monthly charge on a utility bill. The NPDES Maximum Commercial/Industrial regulatory rate will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Meeting	Public Hearing
Tuesday, April 12, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, April 26, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges is Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate will be confirmed if the ballot is marked in favor of the charge.

Effect if Inclusion into and Approval of the Charges is Not Approved

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the Conditions of Approval.

For More Information

If you have any questions about the proposed program, the annual charge, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

MV00198219

Completing Your Ballot

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1. Mark the enclosed ballot in support of or opposition to the proposed program and annual charge **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
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A check mark substantially inside a box;

An X mark substantially inside a box;

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A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

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MV00198220

OFFICIAL MAIL BALLOT for
Assessor Parcel Numbers (APNs) 297-170-005 and 297-170-066

National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate

YES* — as property owner of APNs 297-170-005 and 297-170-066, **I approve** the NPDES maximum commercial/industrial regulatory rate and services. For fiscal year (FY) 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the 2010/11 Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2011/12, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APNs 297-170-005 and 297-170-066, **I do not approve** the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
APN 297-170-005 (and any division thereof)	☐	☐	$205 per parcel
APN 297-170-066 (and any division thereof)	☐	☐	$205 per parcel

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on April 26, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
NPDES Administration			**Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance**		
(Not covered by CSA 152) Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.		
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics					
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FY 2007/2008 - 3.1% = ($34.00 & $163.00)
FY 2008/2009 - 4.2% = ($35.00 & $170.00)
FY 2009/2010 - no change = ($35.00 & $170.00)
FY 2010/2011 - no change = ($35.00 & $170.00)

MV00198222

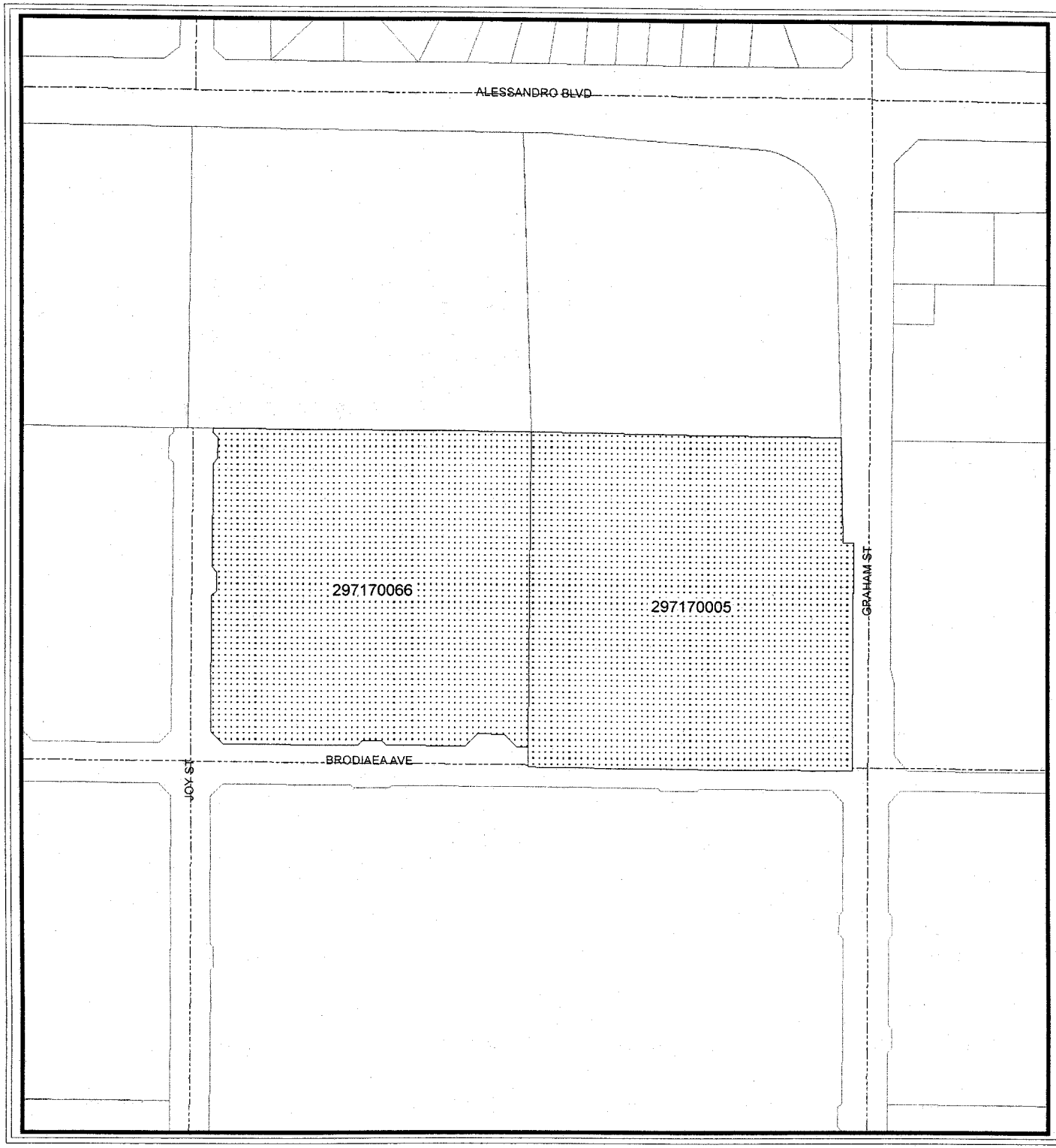

Ridge Moreno Valley APNs 297-170-005 and 297-170-066

APN

- 297170005
- 297170066
- Roads
- Parcels
- City Boundary

Map reflects all changes indicated on Riverside County Assessor Maps as of February 23, 2011.

N

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The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

MV00198223

CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

JANE HALSTEAD
City Clerk

MORENO VALLEY
WHERE DREAMS SOAR

City of Moreno Valley
Community & Economic Development Department

MEMORANDUM

To: Mayor and City Council

From: Barry Foster, Community & Economic Development Director

Date: April 26, 2011

Subject: City Council Regular Meeting Agenda of April 26, 2011, Item G.2 - ECONOMIC DEVELOPMENT ACTION PLAN (Report of: Community & Economic Development Department)

cc: Agenda packet distribution list

The attached page has been added to the PowerPoint Presentation for the above-mentioned subject item.

Survey of Inland Region Industrial/Business Park Land Use

City	Population	City Size sq. mi.	Workforce	Housing Units	Industrial Zoning Percentage	Industrial Developed
Riverside	297,863	81.5	159,100	99,949	15.2%	39.3 million
Moreno Valley	188,537	60.0	32,411	56,845	9.0%	10.1 million
Fontana	188,498	52.4	61,600	53,725	17.0%	48.3 million
Rancho Cucamonga	178,904	40.2	70,275	56,215	15.3%	36.8 million
Ontario	173,690	50.0	107,069	47,276	25.3%	97.0 million
Chino	84,973	30.9	34,331	20,265	17.1%	40.1 million

MV00198226

JANE HALSTEAD
City Clerk

ECONOMIC DEVELOPMENT ACTION PLAN

GOAL--Two-year action plan to capitalize on short-term opportunities

Objectives

- Create jobs locally to address City's high unemployment rate
- Address Community's jobs to housing imbalance
- Strengthen and broaden City's economic foundation
- Enhance City revenue generation to improve quality of life in Community

Action Plan-Areas of Opportunity

- TownGate
- Centerpointe Business Park
- South Industrial Area
- East Moreno Valley-Rancho Belago
- City Center

TownGate/Centerpointe/South Industrial Area

- Continue ongoing efforts for new major retail/restaurant uses
- Facilitate proposed new industrial building development aimed at producing new jobs (short-term with construction and long-term with new major employers)

Eastern Moreno Valley/Rancho Belago

- Work with Highland Fairview on creating new plan to replace expiring Moreno Highlands Specific Plan
- Evaluate highest/best land uses to address jobs to housing imbalance
- City's percentage of land use area (9%) for Industrial/Business Park zoning is very low

Survey of Industrial/Business Park Zoning

- Ontario 25.3%
- Perris 21.7%
- San Bernardino 18.0%
- Chino 17.1%
- Fontana 17.0%
- Rancho Cucamonga 15.3%
- Riverside 15.2%
- Corona 11.4%
- Moreno Valley 9.0%

COUNCIL AGENDA ITEM NO. 6-2

City Center-why is area important from Economic Development perspective

- Geographic center of the City of Moreno Valley
- Home to major businesses and institutions—including Moreno Valley College, RCRMC, Kaiser Community Hospital, Stoneridge Towne Centre, Moreno Beach Plaza, and Auto Mall

Re-sequence CIP projects

- $33.8 million in planned CIP projects
- SR 60/Moreno Beach, including connection of Eucalyptus to Moreno Beach
- Cactus Avenue—between Lasselle and Nason
- Extension of Nason Street to connect Cactus to Iris

Why Re-sequence CIP Projects

- Enhances Economic Development efforts
- Builds improvements indentified in City's Circulation Plan
- Assists major stakeholders (shopping center, hospitals and college)

Highland Fairview's Aqua Bella Project

- Idea to reposition 200-acres on east side of new Nason St. extension to develop new world-class medical and health care related campus
- Connection between Kaiser's Community Hospital and RCRMC
- Expands City's overlay zone for creating medical corridor

Benefits by Re-sequencing CIP funding to three City Center Projects

- Maximize Economic Development efforts
- Strengthen important area of the City
- Produce new City revenue to pursue even more CI projects in the future

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: April 26, 2011

TITLE: ECONOMIC DEVELOPMENT ACTION PLAN

RECOMMENDED ACTION

Staff recommends the City Council:

1. Review and provide direction on an Economic Development Action Plan.
2. Consider the sequencing and funding of Capital Improvement Program projects.

BACKGROUND

The City of Moreno Valley is looking at ways to best assist the future development of the community. With the economy starting to improve, now is the right time to seize the opportunity to evaluate ways that Moreno Valley can best plan for advancing economic development. On March 22, staff introduced an Economic Development Plan with established Areas of Opportunity in the community aimed at producing major employment hubs, successful retail centers and redevelopment possibilities with a goal of making Moreno Valley a major business development area in Southern California.

The focus of the Economic Development Plan-Areas of Opportunity is toward creating a well-rounded community with a strong economic foundation. Creating new jobs in the community, along with providing a positive economic stimulus to existing businesses, must be major priority for the City. Furthermore, Moreno Valley should seek ways to enhance its commercial retail/restaurant make-up and move to improve the City's per capita sales tax revenue stream. Making Moreno Valley a great place to live, work, do business, shop, eat and visit is the ultimate economic development objective. The twelve recommended Areas of Opportunity include the following locations:

- Eastern Moreno Valley-Rancho Belago (including Highland Fairview Corporate Park-Skechers USA, WestRidge Commerce Center, Prologis, and Moreno Highlands)
- City Center (including a Nason, Moreno Beach and Lasselle loop--with Stoneridge Towne Centre, Moreno Beach Plaza, Moreno Valley Auto Mall, proposed Moreno Beach Marketplace-Lowes Center, Moreno Marketplace-Stater Bros. Center, Moreno Valley Ranch Golf Club, Riverside County Regional Medical Center, Aqua Bella, Kaiser-Moreno Valley Community Hospital, Lakeside Plaza & Terrace, Moreno Valley College, the proposed Winco Center and the City's 60-acre property at NWC of Alessandro/Nason)
- South Moreno Valley Industrial Specific Plan Area
- March LifeCare
- Centerpointe Business Park
- Alessandro Boulevard
- Sunnymead Boulevard
- Festival-Ironwood
- Sunnymead Ranch-Lakeshore Village Marketplace
- TownGate (including the Moreno Valley Mall and five surrounding commercial centers-TownGate Center, TownGate Plaza, TownGate Crossing, TownGate Promenade, and TownGate Square)
- Canyon Springs Plaza and proposed TownGate Highlands
- Edgemont Area

DISCUSSION

The formulation of the Economic Development Plan-Areas of Opportunity establishes a broad framework with a diverse number of economic development opportunities, including both short term and longer term possibilities. To fully capitalize on near-term opportunities, staff is recommending the implementation of an Economic Development Action Plan focusing on several key initiatives within five of the Areas of Opportunity--to be pursued within a short-term, 2-year time frame. The focus of this Action Plan would be to:

- Collaborate with the Fritz Duda Company and CW Capital towards enhancing retail and restaurant development in the TownGate area, including pursuing new users for vacant big-box retail space in TownGate Center and the Moreno Valley Mall.
- Advance the development on several projects in the Centerpointe Business Park area.
- Facilitate the development of a number of approved and entitled projects in the South Moreno Valley Industrial Specific Plan Area.
- Capitalize on the opening of Skechers USA and begin to re-evaluate land uses in eastern Moreno Valley, in conjunction with the expiration of the Moreno Highlands Specific Plan and supporting Development Agreement.

- Re-sequence and fast-track three Capital Improvement Projects in the City Center area—1) SR60 south ramps and extension of Eucalyptus to connect with Moreno Beach, 2) installation of ultimate improvements on Cactus Avenue, between Lasselle and Nason and 3) the extension of Nason Street southerly to connect Cactus Avenue with Iris Avenue, along with pursuing the idea of repositioning part of the Aqua Bella area to expand the City's established medical office overlay zone.

Moreno Valley has a strategic location in the Inland Region and is clearly in the path of growth. Since incorporation as a city, Moreno Valley has experienced strong residential development from many quality home builders. Now is an important time for the City to broaden its economic base by pursuing ways for new commercial retail, office and industrial development to happen in the community. The five specified areas of opportunity focused within the proposed Economic Development Action Plan were selected because of location and potential for realizing success in the near-term development marketplace, along with adherence with the following economic development objectives:

- Create jobs locally and address the City's high unemployment rate.
- Address the community's jobs to housing imbalance.
- Strengthen and broaden the local economic foundation by attracting quality businesses.
- Enhance City revenue generation from sources such as Sales Tax, Property Tax, Transient Occupancy Tax, and Utility Tax, with an overall goal of improving the quality of life in Moreno Valley.

TownGate

The master planned 590-acre TownGate area, including the Moreno Valley Mall along with five popular community shopping centers is a major component of Moreno Valley's retail environment. In 2010, the retail areas of TownGate produced more than $2.84 million in sales tax revenue for the City of Moreno Valley, which represented 26% of all the sales tax revenue generated for the City. The ownership of the Moreno Valley Mall at TownGate, a 1.25 million square foot regional mall, was recently assumed by CW Capital. City staff is working closely with CW Capital and their development partners (Cushman & Wakefield and Spinoso Real Estate Group) on plans to upgrade, expand and reposition the Mall property, which anchors the TownGate area. Additionally, City staff is working in collaborative partnership with the Fritz Duda Company in pursuing national retailers and restaurants to occupy vacant spaces in TownGate properties. Recent success in attracting Burlington Coat Factory, Buffalo Wild Wings, Five Guys Burgers and Panera Bread have lead to furthering negotiations with several other major retailers and restaurants for TownGate locations. The use of the CDBG Business Incentive program and purchasing operating covenants will be important tools in finalizing these potential users. The relocation of the Robertson's Ready-Mix operation out of TownGate will also present additional development opportunities in TownGate Square.

Centerpointe Business Park

The Centerpointe Business Park area has attracted a number of quality businesses that have produced many employment opportunities in the community. Frazee Paint, Minka Group, ResMed, Serta Mattress, United Natural Foods Inc., and the U.S. Postal Service all have opened major facilities in the Centerpointe Business Park. By this August, Harbor Freight Tools will be fully operational in a new Distribution Center (DC) at the NW corner of Cactus Avenue and Graham Street that will eventually employ up to 400 people. Both Ridge Property Trust and Overton Moore Properties (OMP) are pursuing additional development opportunities in the short term for the Centerpointe Business Park. Recently OMP re-started the plan check process for a new 519,760 S.F. industrial building to be situated at the NW corner of Cactus Avenue and Frederick Street. All of these projects are aimed at attracting new logistic and distribution users that will create new jobs in the community.

South Moreno Valley Industrial Specific Plan Area

During the last development cycle, the South Moreno Valley Industrial Specific Plan Area was a catalyst for producing development opportunities for a number of major employers including Cardinal International Inc., El Dorado Stone Corporation, Harmon Kardon International Industries, iHerb Inc., Lowe's Company Inc., Masonite International Corporation, O'Reilly Automotive Inc., Philips Electronics Corporation, Ross Stores Inc. and Walgreens Company. Recently, a number of leading industrial developers have reinstituted the processing of construction plans for approved and entitled projects in the South Industrial Area. Assisting in the development of new speculative industrial development projects in this area of Moreno Valley will be an important tool for the City in creating new employment opportunities in logistics/distribution. With a vacancy rate of just 3.4% for industrial buildings, Moreno Valley needs developers to initiate new construction projects. Presently five buildings with a total of 3.6 million square feet are in plan check with construction drawings. Four other projects with 3.5 million square feet are approved and entitled, but at this time do not have active development plans being processed. One of these large projects is in escrow to be purchased by a major-national developer who desires to move forward with development of the project. Another two sizeable projects with a total of 3.1 million square feet have Environmental Impact Reviews in progress.

Eastern Moreno Valley-Rancho Belago Area

The eastern area of Moreno Valley, including the Ranch Belago area, has a significant amount of undeveloped property. Much of this area is included in the Moreno Highlands Specific Plan, which is set to expire in 2012. Considering that the Specific Plan will soon expire, the idea of evaluating the highest and best land uses in the eastern area of the community makes great sense. With the opening of the Skechers USA facility coming soon many other potential users have expressed interest in development opportunities in the eastern Moreno Valley-Rancho Belago area. The existing Moreno Highlands Specific Plan actually includes established land uses that could support approximately 8 million square feet of new industrial and business park development—the question is proper location and product type, consistent with the ongoing development marketplace.

With the Moreno Highlands Specific Plan expiring all of this can and should be re-evaluated.

With a goal of producing more jobs in Moreno Valley, the City should consider the appropriate percentage of land area in the community to be zoned for industrial and business park development. Presently, Moreno Valley has a low percentage of land area zoned for industrial and business park uses, as compared to other nearby cities. The following represents a survey of other Inland Region cities and the percentage of property they have zoned for industrial and business park use:

Chino 17.1%
Corona 11.4%
Fontana 17.0%
Ontario 25.3%
Perris 21.7%
Rancho Cucamonga 15.3%
Riverside 15.2%
San Bernardino 18.0%
Moreno Valley 9.0%

The logistics and distribution industry is rapidly evolving to better react to the global marketplace. Large sale projects such as Skechers, are the future of logistics and distribution. The workforce to operate and maintain sophisticated and costly material handling systems demands a better trained and highly skilled worker. With significant undeveloped land holdings and easy access to SR60, the eastern Moreno Valley area is primed for more logistic and distribution development.

City Center

The City Center area is strategically situated at the geographic center of Moreno Valley. The City Center area includes major medical facilities, the community college, the Auto Mall, several shopping centers and a large amount of the newer housing developments in the community.

To improve traffic circulation in the area, and strengthen economic development efforts, City staff is recommending the re-sequencing of several projects from the Capital Improvement Program (CIP), including the following three projects:

- Installation of the new SR60 southerly ramps, along with the extension of Eucalyptus Avenue to connect with Moreno Beach Drive.
- Installation of the ultimate improvements on Cactus Avenue between Lasselle Street and Nason Street.
- Provide for the extension of Nason Street southerly to connect Cactus Avenue with Iris Avenue.

All of these improvements are part of the City's approved Circulation Plan and contained in the City's 2010/11 Capital Improvement Program. However, the projects

are presently either unfunded or only partially funded. The Economic Development Action Plan proposes to re-sequence the order of CIP projects to pursue the funding and construction of these projects in the short-term to assist economic development efforts and better leverage towards future revenue opportunities for the City by strengthening existing shopping centers (Stoneridge Towne Center, Moreno Beach Plaza, and the Auto Mall) and major employers (Riverside County Regional Medical Center, Kaiser's Community Hospital and Moreno Valley College). Additionally, the completion of these three CIP projects will significantly enhance the traffic flow in the central area of the community which will assist both the business community and residents with easier commutes.

Currently, major improvements are underway at SR60 and Nason to significantly improve this freeway interchange. The construction of the new ramps and bridge is targeted for completion by summer 2013. Pursing the installation of the southerly ramps at SR60 and Moreno Beach and the connection of Eucalyptus to Moreno Beach, in conjunction with the Nason interchange project, will significantly enhance the future traffic circulation in this area. Additionally, it will assist with the convenient ingress and egress to Stoneridge Towne Centre, Moreno Beach Plaza and the Moreno Valley Auto Mall.

The other two CIP projects will install the ultimate street improvements to connect Nason Street, from Cactus to Iris and upgrade Cactus Avenue from Lasselle to Nason. These improvement projects will greatly improve access to Moreno Valley College and the two medical centers in the community, along with enhancing the traffic flow in the central area of the community. Traffic modeling by the City's transportation professionals illustrates that undertaking these improvements on Cactus and Nason will greatly reduce traffic loads on Iris, Moreno Beach, Lasselle and Alessandro—thereby better managing traffic flow in this area of the community. Additionally, providing the connection of Nason from Cactus to Iris creates much easier commutes from the residential areas in Moreno Valley Ranch and the southerly section of the community to shop and dine in Stoneridge Towne Centre, Moreno Beach Plaza and the Moreno Valley Auto Mall.

Sales have finally increased at the Moreno Valley Auto Mall. Work is underway for the installation of the new freeway sign, along with other improvements at the Auto Mall. Enhancing access to the Auto Mall with these three CIP projects will be a strategic investment in growing sales tax revenue at the Auto Mall.

Stoneridge Towne Centre and Moreno Beach Plaza are major retail centers. While being attractive and nicely designed retail areas, both of these centers have struggled somewhat since opening because of the economic downturn and the collapse of the new housing development market, along with inefficiencies in traffic flow in getting to and from these shopping centers. Together, both of these shopping centers produced $1,428,000 in sales tax revenue in 2010 for the City of Moreno Valley. However, the sales performance of these two shopping centers was significantly below what they should have produced if one compares them with the California or Riverside County

averages of what these types of retail centers should produce with the tenant mix and user lineups they have assembled. Together the two shopping centers sales production was 17.9% less than the statewide average and 15.9% off the Riverside County average. This represented a $582,000 loss in potential sales tax revenue for Moreno Valley in 2010 if sales performance of these two shopping centers had just achieved the State of California average. This loss in sales revenue is even greater considering that three of the anchor stores in Moreno Beach Plaza—Phase II are vacant after Circuit City went out of business two years ago and Staples and Petsmart chose not to open their new stores.

Clearly, these two shopping centers and their anchor tenants (Walmart, Super Target, Kohl's, Best Buy, and Office Max) are underperforming. Rumors have surfaced from time to time that some of these anchor stores may close because of depressed sales performance. On average, the five operating anchor stores in the two shopping centers range from 16.6% to 48.4% below the average of what these store types should produce in sales performance when compared to the statewide average. Collectively, the five anchor stores produced $43 million in sales in 2010, but this was 29.3% below what the statewide average was for these same stores. This represented a $430,000 loss in potential sales tax revenue for Moreno Valley as compared to the statewide average. Even more troubling would be the devastating effect it would be for one or more of these anchor stores to close and the subsequent negative impact it would have on the shopping centers. An objective of this Action Plan is not only keeping all the anchor stores open, but also move to enhance their sales performance.

Interest has recently materialized for the possible re-occupancy of the three closed anchor spaces in Moreno Beach Plaza II. However, any reuse of these spaces will be contingent on first connecting Eucalyptus to Moreno Beach, along with plans to enhance traffic circulation and expand daytime population—i.e. establish more businesses and create job production in the eastern area of the City.

Moreno Valley College is well underway with four construction projects totaling $88 million that will greatly expand and upgrade the City's community college. Moreno Valley College's student population exceeds 10,000. Furthermore, both Kaiser Permanente's Community Hospital (Kaiser) and Riverside County Regional Medical Center (RCRMC) are working on plans to expand these major medical facilities. In fact, Kaiser Permanente expects to bring the development of a new 75,000 S.F. building before the Planning Commission in June, with a start of construction expected by late summer. Executive management from Moreno Valley College, Kaiser, and RCRMC all fully express support for the idea of pursuing the CIP projects and the goal of improving traffic flow in the City Center area.

In 2007, the City adopted a medical overlay zone that includes area on Iris Avenue—from the Kaiser Community Hospital area and down Nason Street to the RCRMC area. Presently, Highland Fairview is evaluating the possibility of other land uses for part of the Aqua Bella area—including the idea of developing a major health and medical related campus on approximately 200 acres of the undeveloped land on the eastern

side of a newly installed Nason Street. This proposed development concept, which would include a world-class master planned health care campus would provide a link between the existing two hospitals and further advance the City's planning concept of creating a medical corridor in this section of the community. As Americans live longer (it is expected that 20% of Americans will be over the age of 65 by 2050) and the population continues to grow in the Inland Region, the need will escalate for more medical and health related services in this area. The vision of creating a medical and health services corridor in this of the community makes great sense, particularly considering that major institutions such as RCRMC, Kaiser Permanente and Moreno Valley College are already situated in this area of the community.

There is a clear need for education, training and research/development in the health and medical fields. Allied Health is one of the most rapidly growing professions in the U.S. and especially in Southern California. According to the U.S. Bureau of Labor Statistics---17 of the top 30 fastest growing occupations in the U.S. are in the health related professions. The California Wellness Foundation, estimates that by 2030, almost 1 million health care workers will be needed in California. Having Moreno Valley College, with its Allied Health Sciences programs, along with the fact that RCRMC will be the major teaching hospital for the new UC-Riverside medical school, provides even more momentum to consider repositioning part of the undeveloped land at Aqua Bella for health and medical related uses. Constructing the Nason and Cactus improvements would clearly help advance the planning and marketing efforts for an expansion of the medical overlay corridor. Producing more health and medical related facilities will create more jobs and employment opportunities in Moreno Valley, along with helping improve retail and restaurant sales in the shopping centers in the City Center area.

Staff has discussed the idea of advancing the construction of the three CIP projects in the City Center area with many of the stakeholders in this area--including Moreno Valley College, RCRMC, Kaiser Permanente, Highland Fairview, Stoneridge Towne Centre-Weingarten Realty, Moreno Beach Plaza I-Pacific Retail Partners, Moreno Beach Plaza II-Merlone Greier Partners, and the Moreno Valley Auto Mall-Moss Bros. Auto Group. All are fully supportive and enthusiastic about the idea of pursuing these three CIP projects in the short-term. Ten of the Top 20 Sales Tax Producers in the City are contained in this area and 22% of the entire City's sales tax revenue in 2010 was produced in Stoneridge Towne Centre, Moreno Beach Plaza and the Moreno Valley Auto Mall. The City Center area also includes a number of the major employers in the community--including eight of the top 50 major employers in Moreno Valley. Presently these eight major employers provide nearly 5,000 employment opportunities in Moreno Valley. Strengthening all these businesses should be an objective of the City's economic development efforts.

ALTERNATIVES

Staff recommends that the City Council approve the Economic Development Action Plan including the following actions:

1. Adoption of the five initiatives as proposed in the Economic Development Action Plan.
2. Approve the re-sequencing as proposed for Capital Improvement Program projects.

Other alternatives the City Council may consider is rejecting the proposed Economic Development Action Plan and the re-sequencing of CIP projects or provide direction on other economic development efforts to be included in formulating a short-term Action Plan.

FISCAL IMPACT

The funding and construction of the three projects will be accomplished through the Capital Improvement Program.

SR60/Moreno Beach-South Ramps

The cost for this project is estimated at $10.5 million and will be funded though a combination of sources including 1) $2.5 million of proceeds from the 2007 RDA Bond Issuance that was recently shifted to the City, 2) estimated savings in the amount of $7 million from the SR60/Nason ramps and bridge projects, and 3) a proposed Developer contribution of $1 million from the owner of the Moreno Beach Plaza-Phase II, in conjunction with a reimbursement agreement to be tied to future tenants sales tax performance.

Cactus Avenue and Nason Street Improvements

The total cost for these two projects is estimated at $23.3 million. To achieve an 'economies of scale' and reduce overall costs, it is suggested to construct the projects together as one large scale project or through a design build process—with a goal of saving at least 10% in construction costs. An estimated $6 million of the costs for the projects involves installing storm water infrastructure that is part of Riverside County's Master Planned Flood Control System. Moreno Valley through its Redevelopment Agency (RDA) has accumulated $5.42 million in tax increment pass through revenues that in accordance with a Cooperative Agreement (executed in 1988) between Riverside County and Moreno Valley's RDA must be used for County Flood Control master planned projects—such as the construction of Line I and Line J that should be constructed as part of the Cactus and Nason street improvement projects. By FY 2011/12 the amount of tax increment generated for this use is estimated to grow to $5,997,000 and be sufficient to construct these storm water improvements. Another potential funding source for the Cactus Avenue project is a $1 million California SLLP grant. To properly fund the remaining cost of the two projects, it is recommended that the City Council, through the CIP process, consider re-sequencing the timing of the

funding of several other CIP projects, including the delaying and/or borrowing of existing funding from several sources, including borrowing $4 million in DIF Library funds, along with pushing back the timing of several projects—Reche Vista Alignment ($3.1 million), Corporate Yard ($2.5 million), Heacock Channel improvements ($1.3 million), and Kitching Street ($2.5 million). These four projects would remain in the CIP, but would be funded at a future time if the re-sequencing of CIP projects is supported by the City Council.

SUMMARY

Advancing economic development efforts should be a major goal for the City of Moreno Valley. Previously City staff had presented City Council with an Economic Development Plan-Areas of Opportunity. The formulation of an Economic Development Action Plan with five key initiatives is envisioned as a roadmap to guiding the City's short term economic development efforts. Included with the Action Plan is the re-sequencing of Capital Improvement Projects to better assist in economic development efforts. Investing in CIP Projects that enhance economic development through job creation and revenue generation will improve the economic condition of the City, along with enhancing the quality of life in Moreno Valley.

ATTACHMENTS/EXHIBITS

Attachment A—Economic Development Action Plan—Opportunity Areas
Attachment B—PowerPoint – Economic Development Action Plan

Prepared By/Department Head Approval:
Barry Foster
Community & Economic Development Director

Concurred By:
Henry Garcia
City Manager

Concurred By:
Chris Vogt
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Action Plan
Areas of Opportunity

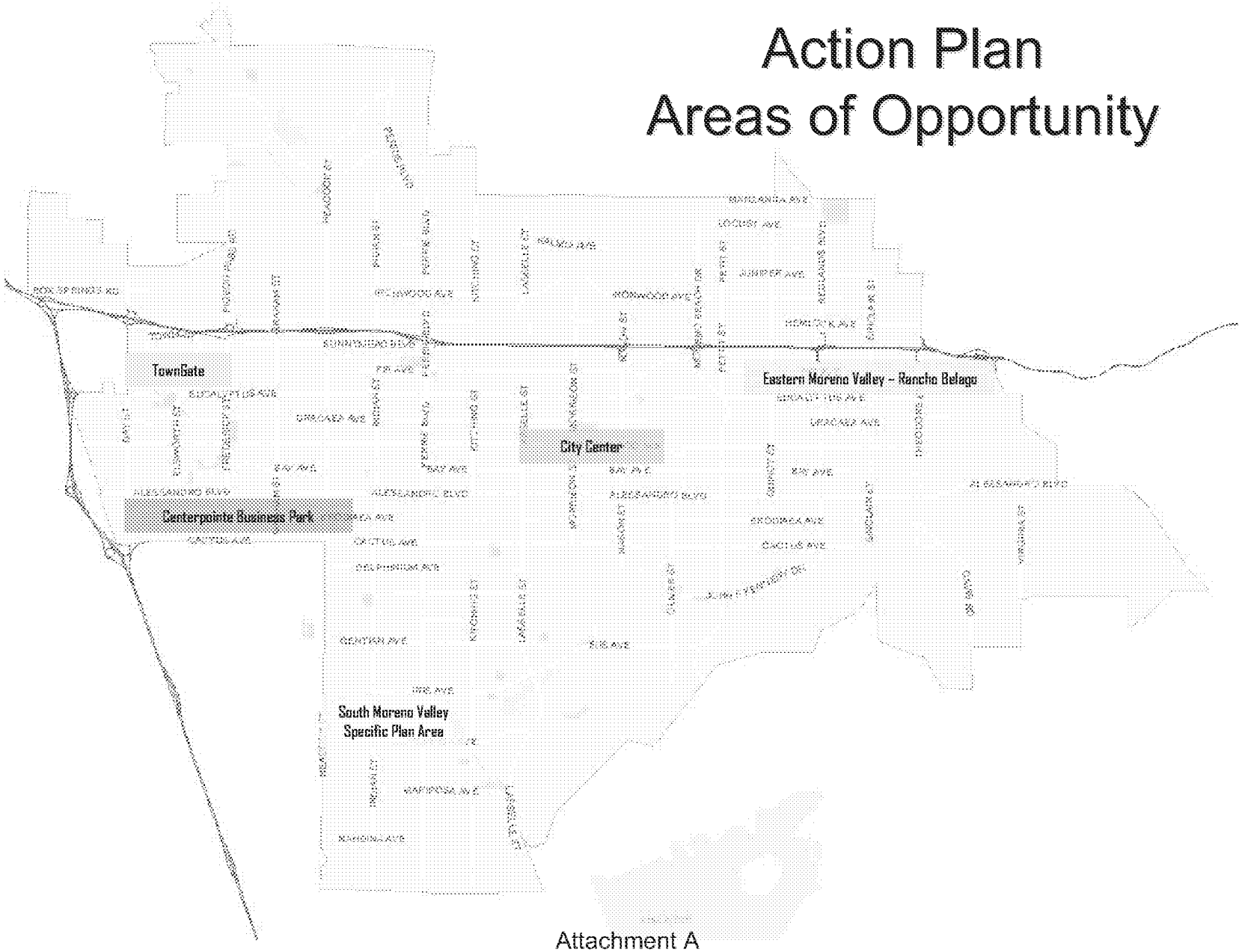

Attachment A

MV00198239

ECONOMIC DEVELOPMENT ACTION PLAN

April 2011

MV00198240

Recent Economic Development Actions

- Reformation of Economic Development Council Subcommittee
- Housing Element
- Developer's Workshop
- Proposed an Economic Development Plan – Areas of Opportunity
- Working to enhance development services process
- Collaborating with a number of major Developers on advancing projects
- Studying ways to make Moreno Valley a "Best Place to do Business"

MV00198241

Economic Development Plan

Areas of Opportunity

Eastern Moreno Valley-Rancho Belago
City Center
South Moreno Valley Industrial Specific Plan Area
March LifeCare
Centerpointe Business Park
Alessandro Boulevard
Sunnymead Boulevard
Festival-Ironwood
Sunnymead Ranch-Lakeshore Village Marketplace
TownGate Canyon Springs Plaza
Proposed TownGate Highlands
Edgemont Area

MV00198242

Objectives for Economic Development

- Create jobs locally and address City's high unemployment rate
- Address the Community's jobs to housing imbalance
- Strengthen and broaden the local economic foundation by attracting quality businesses
- Enhance City revenue generation from sources such as sales tax, property tax, transient occupancy tax, and utility tax – all aimed at improving quality of life in Moreno Valley

MV00198243

Economic Development Action Plan

Focusing on key initiatives to be provided in 2 years

TownGate

Centerpointe Business Park

South Moreno Valley Industrial Area

Eastern Moreno Valley – Rancho Belago

City Center

MV00198244

Action Plan
Areas of Opportunity

MV00198245

TownGate

- Major retail area that produced $2.84 million in sales tax in 2010 (26.19% of City total)
- New owner of Moreno Valley Mall
- Recent success with Sports Authority, Burlington Coat Factory, Buffalo Wild Wings and two hotels
- Negotiations ongoing with several major retailers and restaurants for TownGate locations

MV00198246

Centerpointe Business Park

- Major Business Park location primed to produce more employment opportunities – already home to six major corporations
- Several approved and entitled projects being considered for starting construction in short-term

MV00198247

South Moreno Valley Industrial Area

- Significant job center in community with 10 major corporations already here.
- Prospects for short-term construction developments is excellent with 3.6 million s.f. in building plan check, 3.5 million s.f. approved/entitled, 3.1 million s.f. ongoing with EIR's

MV00198248

Eastern Moreno Valley – Rancho Belago

- Prime area of Community with large undeveloped areas.
- Skechers USA opening has generated interest by other prospective corporate users.
- Nearly 20-year old Moreno Highlands Specific Plan to expire in 2012
- Highest and Best land uses should be evaluated to address City's jobs to housing imbalance

MV00198249

Survey of Inland Region Industrial/Business Park Zoning

- Ontario 25.3%
- Perris 21.7%
- San Bernardino 18.0%
- Chino 17.1%
- Fontana 17.0%
- Rancho Cucamonga 15.3%
- Riverside 15.2%
- Corona 11.4%
- Moreno Valley 9.0%

MV00198250

Survey of Inland Region Industrial/Business Park Land Use

City	Population	City Size sq. mi.	Workforce	Housing Units	Industrial Zoning Percentage	Industrial Developed
Riverside	297,863	81.5	159,100	99,949	15.2%	39.3 million
Moreno Valley	188,537	60.0	32,411	56,845	9.0%	10.1 million
Fontana	188,498	52.4	61,600	53,725	17.0%	48.3 million
Rancho Cucamonga	178,904	40.2	70,275	56,215	15.3%	36.8 million
Ontario	173,690	50.0	107,069	47,276	25.3%	97.0 million
Chino	84,973	30.9	34,331	20,265	17.1%	40.1 million

MV00198251

City Center

Why City Center?

- Geographic center of Moreno Valley
- Home to Moreno Valley College, Riverside County Regional Medical Center, Kaiser Community Hospital, Stoneridge Towne Center, Moreno Beach Plaza, and Moreno Valley Auto Mall
- Contains large amount of newer housing developments of major developers such as American Richmond Homes, Beazer Homes, DR Horton, Pacific Community and Young Homes

MV00198252

Re-sequence CIP Projects

- Installation of new SR60 southerly ramps at Moreno Beach, including extension of Eucalyptus to connect with Moreno Beach
- Improvements on Cactus Avenue between Lasselle Street to Nason Street
- Extension of Nason Street southerly to connect Cactus Avenue with Iris Avenue

MV00198253

Re-sequencing of CIP Projects

Provides the Following Benefits:

- Builds improvements identified in City's Circulation Plan
- Improves traffic circulation in center of the City
- Enhances Economic Development efforts
- Assists major stakeholders in the community – RCRMC, Kaiser Community Hospital, Moreno Valley College, Stoneridge Towne Centre, Moreno Beach Plaza and the Moreno Valley Auto Mall.

MV00198254

Stoneridge Towne Centre, Moreno Beach Plaza and the Auto Mall

- Major Sales Tax Producers for the City
- Potential for significant increased sales tax revenue
- Closing of any anchor use would be devastating
- Need to stabilize and enhance effectiveness of major anchor uses must be a priority

MV00198255

Moreno Valley College, RCRMC and Kaiser Community Hospital

- Major institutions focused on Health & Medical Field
- Expansion plans in the works for all three institutions
- Allied health industry is one of the rapidly growing professions in the U.S.
- CIP projects greatly enhance the area and fully supported by three institutions

MV00198256

Highland Fairview

- City & Highland Fairview working together on plan to reposition part of Aqua Bella to develop world-class medical and health related campus
- Expand City's established overlay zone for medical office corridor
- Development of more medical and health related uses would compliment two hospitals and Community College's Allied Health Services focus

MV00198257

Fiscal Impact of CIP Re-sequencing

SR/60 Moreno Beach

Estimated cost of $10.5 million funded through:

1. $2.5 million of RDA Bond proceeds
2. Savings of $7 million from SR60/Nason Project
3. Proposed $1 million Developer contribution

Cactus and Nason Improvements

Established cost of $23.3 million funded through:

1. Estimated 10% savings by constructing projects together
2. $6 million funded by RDA pass-through targeted for Flood Control projects
3. $1 million funded from California's SLLP Grant
4. Borrowing funding from five CIP projects to generate $13.4 million

MV00198258

Economic Development Strategy Next Steps

- Approve Economic Development Action Plan
- Re-sequence CIP projects
- Strive to enhance Development Services Process
- Work with major developers on advancing projects
- Make Moreno Valley a “Best Place to do Business”

MV00198259

ECONOMIC DEVELOPMENT ACTION PLAN

GOAL--Two-year action plan to capitalize on short-term opportunities

Objectives

- Create jobs locally to address City's high unemployment rate
- Address Community's jobs to housing imbalance
- Strengthen and broaden City's economic foundation
- Enhance City revenue generation to improve quality of life in Community

Action Plan-Areas of Opportunity

- TownGate
- Centerpointe Business Park
- South Industrial Area
- East Moreno Valley-Rancho Belago
- City Center

TownGate/Centerpointe/South Industrial Area

- Continue ongoing efforts for new major retail/restaurant uses
- Facilitate proposed new industrial building development aimed at producing new jobs (short-term with construction and long-term with new major employers)

Eastern Moreno Valley/Rancho Belago

- Work with Highland Fairview on creating new plan to replace expiring Moreno Highlands Specific Plan
- Evaluate highest/best land uses to address jobs to housing imbalance
- City's percentage of land use area (9%) for Industrial/Business Park zoning is very low

Survey of Industrial/Business Park Zoning

- Ontario 25.3%
- Perris 21.7%
- San Bernardino 18.0%
- Chino 17.1%
- Fontana 17.0%
- Rancho Cucamonga 15.3%
- Riverside 15.2%
- Corona 11.4%
- Moreno Valley 9.0%

City Center-why is area important from Economic Development perspective

- Geographic center of the City of Moreno Valley
- Home to major businesses and institutions—including Moreno Valley College, RCRMC, Kaiser Community Hospital, Stoneridge Towne Centre, Moreno Beach Plaza, and Auto Mall

Re-sequence CIP projects

- $33.8 million in planned CIP projects
- SR 60/Moreno Beach, including connection of Eucalyptus to Moreno Beach
- Cactus Avenue—between Lasselle and Nason
- Extension of Nason Street to connect Cactus to Iris

Why Re-sequence CIP Projects

- Enhances Economic Development efforts
- Builds improvements indentified in City's Circulation Plan
- Assists major stakeholders (shopping center, hospitals and college)

Highland Fairview's Aqua Bella Project

- Idea to reposition 200-acres on east side of new Nason St. extension to develop new world-class medical and health care related campus
- Connection between Kaiser's Community Hospital and RCRMC
- Expands City's overlay zone for creating medical corridor

Benefits by Re-sequencing CIP funding to three City Center Projects

- Maximize Economic Development efforts
- Strengthen important area of the City
- Produce new City revenue to pursue even more CI projects in the future

WRCOG's Energy Efficiency and Water Conservation Program

for Western Riverside County

City of Moreno Valley

City Council Meeting

April 26, 2011

MV00198262

Enabling legislation

- **AB 811** (2008)
  - Authorizes legislative body to enter into contractual assessment with property owners to finance energy efficiency and generation renewable energy sources
  - Assessments are paid back through property tax
- **AB 474** (2010)
  - Authorizes the addition of water conservation/efficiency improvements into the Program

City of Moreno Valley

City Council Meeting

April 26, 2011

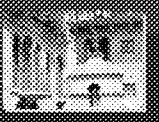

MV00198263

Benefits of subregional approach

- Economies of scale (1 program vs. 18 individual programs)
- Consistent regional messaging and marketing
- Consistent program design and implementation
- Ability to leverage and coordinate funding sources

City of Moreno Valley

City Council Meeting

April 26, 2011

Examples of eligible improvements

- Heating and air conditioning
- Cool roofs
- Natural gas storage water heater
- Tankless water heater
- Windows and glass doors
- Outside irrigation
- Insulation
- Window filming
- Home sealing
- Lighting control systems
- Solar thermal systems (hot water)
- Solar thermal systems for pool heating
- Photovoltaic systems
- Low flush toilets

Program benefits

For property owners

- Does not require "up-front" costs to be borne by the property owner(s)
- Provides no-money-down means of financing energy efficiency improvements
- Provides fixed-rate financing and repayment process via property taxes
- Provides access to financing that may not readily be available through traditional means, such as home equity loans
- Investment recaptured through lower utility bills

For Western Riverside County

- Creates and retains an estimated 1,200 jobs
- Reduces/delays the need for costly infrastructure investments related to energy production and transmission
- Provides a mechanism to retrofit thousands of properties and achieve significant energy savings

MV00198266

Financing

Current approaches include:

1. **Commercial Solar Program**

   $25 Million Available!

2. **Home Energy Renovation Opportunity (HERO)**

   $100 Million Available!

3. **Standard Financing Plan**

City of Moreno Valley

City Council Meeting

April 26, 2011

MV00198267

1. Structured Finance Commercial Solar Program

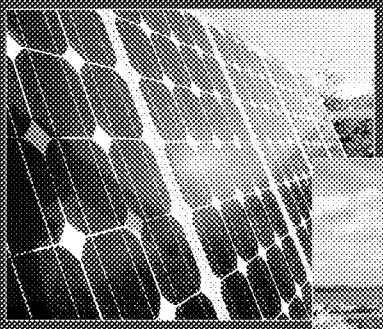

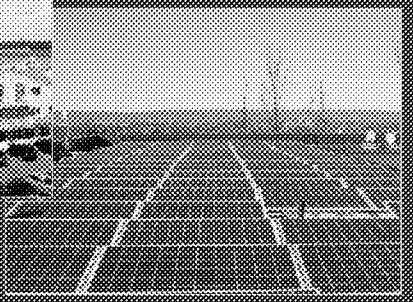

City of Moreno Valley

City Council Meeting

April 26, 2011

Commercial Solar Program

Structured Finance (investor/issuer) will provide:

- $25 million available for large scale commercial solar projects (>1MW)
  - Smaller projects to be included at a later date

Cost structure:

- Approximately 4.25% cost of issuance
- Estimated 6.5%-7% interest rates to the consumer
- $4-5 million average cost of improvements for a property
- 20-year financing
- Tax benefits accrue to property owner

City of Moreno Valley

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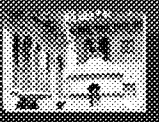

Program requirements for Structured Finance

Commercial (Smaller projects to be added in the future)

- Must be the property owner of record
- Received lender consent
- Must be current on property debt or property taxes
- No bankruptcy
- A debt service coverage ratio of 1.05 or higher

MV00198270

2. Home Energy Renovation Opportunities (HERO) Program

(Residential Program)

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HERO (Residential) Program

Renovate America (consultant/investor/issuer) will provide

- $100 million revolving credit facility for residential properties, could later be expanded to include small commercial

Cost structure

- 6.95% (Lowest PACE interest rate available today)
- Approximately 4.5% cost of issuance
- Assessments that involve mortgages funded through Fannie Mae and Freddie Mac would need to be paid off if refinancing or sale of property
- Pre-payment option at any time

MV00198272

HERO financing vs. other financing options

Financing Option	Monthly Payment[2]	Interest Rate	Max Term	Due On Sale	Equity in Home
HERO	$150	6.95%	20 years	Yes [5]	Yes
Second Mortgage	$186	9.40%	15 years	Yes	Yes
Lease	$325	11.00%	7 years	Yes	No
Credit Card	$206[3]	12.99%[3]	--	No	No
Cash	$176[4]		--	--	--

(1) Property assessed clean energy legislation has passed in 22 states
(2) Assumes $19,000 in energy renovations
(3) Interest only payment
(4) The average homeowner lives in their property for 9 years. The $176 represents the amortization of $19,000 over 9 years
(5) Due on sale if using a conforming loan (FNMA or Freddie Mac). If buyer does not utilize a conforming loan, then payments transfer to new owner

MV00198273

Program Requirements for HERO

Residential:

- Must be the property owner of record
- Must be current on property debt or property taxes
- No bankruptcy
- More than 20% equity

Commercial (*may be added in the future*):

- Must be the property owner of record
- Must have lender consent
- Must be current on property debt or property taxes
- No bankruptcy
- A debt service coverage ratio of 140% or higher

MV00198274

3. Standard Financing Program

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Standard Financing Program

- Original financing strategy endorsed by Executive Committee in June 2010
- WRCOG to issue municipal bonds
  - Residential Program: Future option (Needs federal legislation)
  - Non Residential Program: Able to proceed
    - Starting to gather interested properties

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Program Requirements for Standard Financing

Residential (needs federal legislation):

- Must be the property owner of record
- Must be current on their property debt or property taxes
- No bankruptcy
- No "underwater" homes

Commercial (currently gathering interest lists):

- Must be the property owner of record
- Lenders have given consent to Program financing
- Must be current on property debt or property taxes
- No bankruptcy
- A debt service coverage ratio of 140% or higher

MV00198277

Judicial validation

Due to concerns over the lack of judicial precedent reviewing and upholding contractual assessment programs and potential conflicts between AB 811 and Proposition 218 and Proposition 26, staff will seek judicial validation that will answer, among other questions, the following:

- Are AB 811 contractual assessments subject to Proposition 218 and Proposition 26? If so, may the property owner waive such owner's rights under Proposition 218 and 26 when entering into a voluntary contractual assessment?
- Are AB 811 contractual assessments a priority lien on assessed property?
- Has WRCOG complied with all applicable requirements of Chapter 29 and the Improvement Bond Act of 1915 for the issuance of limited obligation improvement bonds pursuant to the Master Indenture and the Supplemental Indenture?

MV00198278

Timeline

April / May 2011: Begin marketing program

- Dedicated/interactive website
- Conduct contractor workshops
- Conduct property owner workshops

May / June 2011: Begin accepting applications

MV00198279

Jurisdictional Responsibilities

Process permits for homeowners / businesses as required by jurisdiction

City of Moreno Valley

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QUESTIONS?

Contact Information

Western Riverside Council of Governments
4080 Lemon Street, 3rd Floor
Riverside, CA 92501

Rick Bishop, Executive Director
(951) 955-8303 or e-mail bishop@wrcog.cog.ca.us

Barbara Spoonhour, Program Manager
(951) 955-3313 or e-mail spoonhour@wrcog.cog.ca.us

City of Moreno Valley

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MORENO VALLEY

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in their capacity as President and Board of Directors of the Moreno Valley Community Services District

FROM: Michael J. McCarty, Director of Parks and Community Services

AGENDA DATE: April 26, 2011

TITLE: Enter Into a Contract with THINK Together, Inc., to Operate Day-to-Day Activities and Functions Involving the Proposition 49 ASES Grant After School Program

RECOMMENDED ACTION

Staff recommends that the City Council, acting in their capacity as President and Board of Directors of the Moreno Valley Community Services District authorize the City Manager to enter into a contract with THINK Together Inc., to operate day-to-day activities and functions of the City's Proposition 49 state-funded ASES after school grant program, as outlined within this document.

BACKGROUND

The After School Learning and Safe Neighborhoods Partnership Program began in 1998. Proposition 49 was passed by California voters in 2002, changing the name to After School Education and Safety (ASES), which staff refers to as the STARS (Students, Teachers, Achieving, Real, Success) program, and effective July 1, 2006 increasing annual funding from $121 million up to $550 million. Applicants awarded an ASES grant receive a three-year renewable direct grant awarded in one-year increments.

As a result of staff's efforts to provide an increased level of service for Moreno Valley youth through diverse funding, staff submitted competitive grant applications in partnership with Moreno Valley Unified School District (MVUSD) and Val Verde Unified School District (VVUSD) to the After School Partnerships Office of the California Department of Education (CDE). The City of Moreno Valley is the fiscal agent for the grant. The City of Moreno Valley Parks and Community Services Department received

a three-year direct grant that was awarded in three one-year increments of $4,950,000 from the State Department of Education. Grant funding has been reduced since 2006 directly relating to participation numbers and as a result the current funding level is $4,296,909. The program is currently funded through June 2013.

DISCUSSION

The focus of the STARS grant submitted by the City, in partnership with MVUSD and VVUSD, is to provide literacy, academic enrichment, and safe, constructive alternatives for students kindergarten through grade nine at no cost to the participants. The school sites receiving grant funding were chosen based, in part, on the percentage of students eligible for free and reduced lunches. The program requirements are to operate after school a minimum of 15 hours per week and at least until 6:00 p.m., beginning immediately upon the conclusion of the regular school day; operate every regular school day during the school year; and offer a daily nutritious snack that meets the requirements of the U.S. Department of Agriculture (USDA) National School Lunch Program for meal supplements funded through the Child and Adult Care Food Program.

The intent of the ASES grant is to fund 100% of all fees associated with the program. However, with the State allowing just 15% of grant funds for administration and/or indirect costs, the financial impact to Zone A and the City has been increasing annually. Last year Parks and Community Services Department (Zone A) paid the City General Fund $234,604 for overhead and ISF charges over and above the allowable 15%. Due to the rising cost of liability for 4,200+ students, employee workers compensation, payroll and human resources costs for 400+ employees, unemployment charges, attorney fees, and purchasing department support, the grant is being charged an additional $400,000 by the General Fund to recover these costs. Since the grant cannot pay any additional administrative costs over the 15% cap, Zone A funds this bringing the annual funding contribution to $634,604.

At the August, 2010 Council Study Session, information was presented by staff to the Council regarding the City's costs to operate the STARS program. An option to try to recoup some of the costs not covered by the grant by charging a voluntary fee for participation in the program was discussed. At that time there was no support from the Council for a fee associated with the after school program.

Staff researched creative and innovative ways to reduce costs to City funds while still offering an effective program that meets the requirements of the grant. Staff contacted the non-profit organization THINK Together, Inc., (THINK). They are one of the largest providers of extended learning time programs in California and currently operate more than 250 sites serving 75,000 at-risk and low-income students. Staff has thoroughly researched the high quality of this program (attachment A), individually met with all City Council Members, spoke with both Moreno Valley and Val Verde Unified School Districts' administrators, with positive feedback (attachment B), and met with all City involved employee associations receiving letters of support in return (attachment C).

City staff has met with THINK Together staff on numerous occasions to not only negotiate a potential contract but to reach an agreement on maintaining current staff at a similar pay rate (attachment D). All benefitted employees have been guaranteed a position with THINK (stipulated within the contract) and, depending on staffing ratios, the majority if not all approximately 400 STARS temporary employees will be hired by THINK. THINK would also be filling approximately 35 additional full time positions, and employees have the potential for numerous opportunities to grow within the company. Career employees who transfer to THINK employment will be able to be rehired by the City if the program were to return to the City for total administration. These employees will also be eligible for rehire consideration to other similar City jobs as they become available in the same status as laid off employees.

Staff believes there are three options concerning the future of the STARS Program:

Option 1: Contract with THINK.
Option 2: Keep the program with the City maintaining total day-to-day operation by imposing a fee for participants and implementing fundraising activities.
Option 3: Keep the program as is, appropriating the additional funds necessary to administer STARS Program from Zone A.

Staff has explained the details of each option below:

<u>OPTION 1: Contract with THINK</u>

The after school program will remain under City control as we will be the grantee of the program. This program will continue to be free to all participants as Prop 49 is intended to be. THINK will be responsible for all liability, workers compensation, unemployment, hiring staff cost, etc. Zone A will retain $100,000 annually from the grant award to manage this contract. Zone A will remain fully intact by not having to pay out $634,604 to the City as well as retaining the aforementioned $100,000, for a total Zone A budget turn around of $734,604 annually. THINK partners with a number of philanthropic and other non-profit foundations to cover these administrative and overhead costs, in addition to providing funds to augment the after school programs. All part time career and full time career STARS employees will be employed by THINK at a quite competitive rate. THINK will create up to 35 new full-time positions which will enable them to place a full time employee at each school site. This will provide a better working relationship with the school staff and enhance the after school programs' understanding of each site's daily student curriculum. Furthermore, THINK will be making Moreno Valley a HUB office which involves renting a facility and hiring additional full time staff. By selecting this option, the Parks and Community Services Department will "free up" enough Zone A funds to welcome the Library into the department. If City Council chooses this option, the Library Computer Lab will remain open to the residents, and the City will be able to combine the two departments.

<u>OPTION #2: Keep Program with City Maintaining Total Day-to-Day Operation, While Imposing a Fee to Participants and Implementing Fundraising Activities</u>

The City would charge a nominal fee to residents in the amount of $100 per year. The biggest issue with this approach is the fact that Prop 49 clearly states an agency cannot require any participant to pay for the program. In other words, the City can request a fee but cannot refuse any student from participation due to monetary reasons. This means staff might be able to collect the necessary funds to cover some of their administrative costs, thereby reducing the amount Zone A will have to contribute; however, there is no guarantee. Staff met with City Council at a study session in August of 2010, and at that time, staff was directed to not charge the participants. In this option staff would also be implementing fundraising activities to help generate revenues and attempt to reallocate some indirect staff hours into direct costs, which would also help financially. It is unknown how many additional staff hours would be required to collect fees and to do fundraising activities. In this option there is the risk that the necessary funds will not be generated, thus placing the Parks and Community Services Department budget in a precarious position. If staff were able to generate the necessary funds, the program would continue as is; however, the City would still have the unknown risk of general liability, workers compensation, and unemployment costs.

OPTION #3: Keep the Program as is, Appropriating the Additional Funds Necessary to Administer the STARS Program from Zone A

If put in this financial position, the Parks and Community Services Department would be put in the same critical predicament as it currently is with the City's General Fund and would be facing the real possibility of laying off staff in the near future.

ALTERNATIVES

1. Authorize the City Manager to enter into a contract with THINK Together Inc., to operate day-to-day activities and functions of the City's Prop 49 state-funded ASES after school grant program, as outlined within this document.

2. Authorize the STARS Program to charge an annual fee per student.

3. Keep the STARS Program as is and adjust FY 2011-2012 budget to transfer an additional $400,000 from Zone A to the General Fund.

FISCAL IMPACT

Alternative 1: This option will guarantee a savings of approximately $634,604 to Zone A, as well as bring in $100,000 to this fund for operating the contract. This will also save charging each low income participant a fee of $100 annually. THINK will also be researching rental property (approximately 12,000-15,000 square foot building) in Moreno Valley for a HUB office.

Alternative 2: The fiscal impact of this option is mostly unknown as it would be implementing a voluntary fee of $100 per participant, include fundraising ideas from

STARS staff, and necessitate shifting staff hours from indirect charges to direct charges. Staff believes some income would be generated; however, Zone A would still be supplementing this activity.

Alternative 3: By choosing this option, the Parks and Community Services Department's Zone A would be severely hindered and would most likely lead to future layoffs within the department.

SUMMARY

Parks and Community Services Department staff believe that choosing option/alternative 1 is in the best interest of the City, the employees, and the participants of the after school program. This option provides ASES staff with continued employment at competitive rates, allows the City to still control the overall workings of the ASES Program, keeps this activity free to all participants, enhances the educational component of the grant and the relationship with the local school districts, saves the Parks and Community Services Department close to $750,000 and will create a partnership with the Library which will keep an important function (computer lab) available for the residents.

NOTIFICATION

Posting of the Agenda.

ATTACHMENTS/EXHIBITS

Attachment A: References
Attachment B: School District Endorsements
Attachment C: Labor Union Correspondence
Attachment D: Salary Rates
Attachment E: Proposed Agreement as to form

Prepared By:
Michael J. McCarty
Director of Parks and Community Services

Department Head Approval:
Michael McCarty
Director of Parks and Community Services

Concurred By:
Richard Teichert
Financial and Administrative Services Director

Concurred By:
Sonny Morkus
Human Resources Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Attachment A

Think Together

Colton Unified
Contacted: Celia Gonzales 909.580.5000 ext 6538
Since November 2010
Nine sites
Classrooms for 1 hour of homework time
No complaints; paperwork from think was on time for reporting

Jurupa Unified
Contacted: Heidi Ritchie 951.360.4158
About four years with Think
3 middle schools & 16 Elementary
Multi purpose & Classrooms
Program is aligned with classroom work
Good working relationship with on site school staff
Quality assurance coaches very good at keeping them informed with program activities
Any issues have been addressed quickly by Think

Banning Unified
Contacted: Gordon Fisher 951.922.0200
About two years with Think
In Classrooms
Think handled everything very well; start up was smooth & efficient
Banning didn't have to do anything, met with Think four times per year.
Banning did not renew contract in order to give the local Boys & Girls Club an opportunity.
Gordon felt bad that he had to tell Think they weren't renewing

Temecula Valley Unified
Contacted: Marilyn 951.676.2661
Since November 2010
One site, Temecula Elementary – only site with ASES funding

Lake Elsinore Unified
Contacted: Penelope VeaVea 951.253.7074
3rd year with Think
Ten sites
Some in classrooms some in MPR
Highly recommend Think, had other organizations in the past Think is the best
Aligned with school day
Very responsive, data very good, communication open
Receives weekly reports from each site
Easy transition, Think handled everything

More to follow

Information obtained from the following Think website:
http://www.thinktogether.org/staff.htm

A Glimpse of Some of the Think Together Team

Randy Barth is Chief Executive Officer of THINK Together. Since founding THINK Together in 1997, Barth has become one of the nation's leading social entrepreneurs. A native of Southern California, Barth went to UCLA where he graduated in 1981 with a B.A. in Economics. Barth later did mid-career graduate work at Claremont Graduate University where he studied under Peter Drucker, whom he considers his mentor. He was a successful Investment Advisor for more than 15 years with EF Hutton, Drexel Burnham and Smith Barney. In 1998, Barth became CEO of National Management, a $40 million regional transportation company. In 2003, Barth transitioned from volunteer Board Chair to full-time CEO. Since, then THINK Together has become one of the fastest growing and highest performing non-profits in the U.S. Barth has served on numerous non-profit Boards. A Santa Ana resident, Barth has served as Board Chair for the Santa Ana Chamber of Commerce, which is influential in civic affairs and education reform in addition to business advocacy.

Dr. Sue Cornell serves as Chief Operations Officer. She oversees all day-to-day operations at all of THINK Together's sites. Previously, Sue was General Manager of THINK Together's Foothill Region. She began her work in the education arena in 1987 and her experiences have ranged from classroom teacher to district office administration. Sue worked in the Ontario-Montclair School District for 20 years, most recently serving in the role of Director of Curriculum and Extended Learning. In this capacity, Sue was responsible for all after school programs, community collaborations, categorical programs and curriculum alignment. At the site level, she served as Reading Specialist, Administrative Assistant and Assistant Principal. Sue is a graduate of the National Staff Development Council Academy, and served the district as the Coordinator and later Director of Staff Development. Sue earned her bachelor's degree from California State University, Long Beach, a master's in Educational Administration from Chapman University and a doctorate in Organizational Leadership from the University of La Verne.

Beccie Dawson serves as Chief People Officer. She oversees recruitment/staffing, human resources and volunteers. Beccie has more than 19 years as a Human Resources Executive. Most recently she was the Executive Vice President of human resources for an 1800 person division of Sage Software in Irvine. Prior to that, she spent nearly 10 years with Wonderware where she joined originally as the Manager of Finance and Administration and served the last five years as Human Resources Director. She was part of the team that lead Wonderware through a successful public offering. Beccie has been an active member in the community. She is a member of the Irvine Valley College Foundation Board; a past Chair and board member for the Irvine Chamber of Commerce and has been an active member for two charitable organizations; Working Wardrobes and the Orange County United Way. Beccie earned a bachelor's degree in Business Management from the University of Redlands and a master's degree in Human Resources & Organizational Development from the University of San Francisco.

Mike Frobenius serves as Chief Financial Officer. In this role, he oversees the finance and accounting functions of the organization, information technology, and is responsible for reporting to our school district partners, the California Department of Education and the U.S. Department of Education. In his fifteen-plus year career Mike has held a variety of positions in both the public and private sectors of accounting. For ten years he served as Director of Finance for LA Chemical, a $175 million leading regional distribution

company. Mike has served as a board member for a local credit union and is an active volunteer for a number of local community youth sports programs. Mike holds a bachelor's degree in Accounting from California State University, Fullerton. He is a California Certified Public Accountant (CPA), and a member of the American Institute of Certified Public Accountants.

Dr. CynDee Zandes serves as Chief Program Officer. She oversees the development of the program and curriculum in the Early Childhood Education (0-5 years old) and all K-12 Extended Learning Programs. In addition, she is responsible for training and staff development of more than 1200 program staff. CynDee worked for 39 years in the Greenfield School District in Bakersfield where she served as a teacher, principal and district administrator. As an administrator, CynDee led the efforts to build after-school programs in Greenfield that became a model for the state. Upon retirement from Greenfield, CynDee provided consulting to the Los Angeles Region of the California Department of Education during the implementation of the After-School Education & Safety Programs (ASES) mandated by California's Proposition 49 and has consulted with programs throughout California. CynDee holds both a bachelor's and master's degrees in Education and a doctorate degree in Organizational Leadership all from the University of LaVerne.

Alicia Maciel serves as Director of Strategic Initiatives. She oversees the alignment of various projects and initiatives with the organization's overall strategic plan. She is involved with identifying new business opportunities that align with the organization's major strategic initiatives and supports THINK Together on local and statewide councils and organizations. Prior to joining THINK Together, Alicia worked with nonprofit and for-profit executive and interdepartmental project teams to develop thorough strategic and leadership development plans as principal of On the RISE, Inc. Throughout her career she has contributed to organizations such as Chevron Corporation, The Walt Disney Company, KRAFT Foods and UCI Medical Center. Alicia has taught management courses related to entrepreneurial leadership and new venture launch at California State University, Fullerton. She is a Trustee and Chair of the Board Excellence Committee of the nonprofit, Community SeniorServ. Alicia has an undergraduate degree in business administration from UC Berkeley and an MBA from Harvard Business School.

Adriana Garcia Kingston serves as General Manager of THINK Together's Inland Empire Region serving students and partners across Riverside and San Diego Counties. Adriana joined THINK Together during the enterprise's 2006-07 wide scale expansion and previously served as Assistant General Manager in the Inland Empire Region. Among other responsibilities, Adriana has overseen the rollout of THINK Together's Middle School programs in the San Bernardino City School District. Adriana has experience as a bilingual class-room teacher in the Corona-Norco Unified School District and Val Verde Unified School District; and managed the Family Literacy training program while at the Val Verde District. She was one of Sylvan Learning Center's 1999 Kid's Choice Teachers of the Year. Adriana graduated from the University of California, Riverside with a Bachelor's Degree in Social Relations and received her Teaching Credential from Chapman University.

Dr. Jenel Prenovost serves as Director of Evaluation. She is responsible for developing and implementing an organization-wide evaluation strategy for the organizations extended learning programs touching all sites and using multiple data collection systems to provide both formative and summative feedback to all THINK Together staff, school district partners and private funders. She came to THINK

Together after serving five years as the Program Specialist in the Santa Ana Unified School District where she led the grant-writing, program implementation and on-going development of 39 elementary and middle school after school programs. Prior to her service in Santa Ana Unified, Jenel was a mentor and master teacher at both the middle school and high school levels where she taught history for 7 years. Jenel graduated with honors in Political Science from the University of California, Davis, earned her teaching credential and M.Ed. from UCLA in 1993 and earned her Ed.D. from the University of California, Irvine in 2001. Her doctoral dissertation contributed to the first statewide formal evaluation of the then-newly funded afterschool programs in California.

Information obtained from the following Think website:
http://www.thinktogether.org/partners.htm

In collaboration with various local and national organizations that provide caring volunteers as well as financial and in-kind resources, THINK Together is able to offer a safe after school learning environment for over 20,000 students in Southern California.

School District Partners

Please see our locations page for a full list of our school district partners

Academic Partners

California State University, Fullerton
Mater Dei High School
Newport Harbor High School
Orange County Department of Education
Santa Ana Community College
University of California, Irvine
U.S. Department of Education
Vanguard University

Corporate Partners

Accenture
American Financial
AT & T
Automobile Club of Southern California
Allergan Foundation
Bank of America
Bank of the West
Bonterra Consulting, Inc.
Capital One Services, Inc.
Centex Homes
Charles Abbot Associates, Inc.
Conexant
Cook Equipment
Cresa Partners, LLC
Crevier BMW
Croudace & Dietrich, Attorneys at Law
Deloitte & Touche, LLP
Disney Community Service Awards

Community Partners

Assistance League of Newport – Mesa
National Charity League
North Santa Ana Rotary Club
Orange Coast Estate Planning Council
Orange County's United Way
Orange Police Department
Scholar Dollar Community Program
United Way of Los Angeles
Volunteer Center of Orange County
Women of Vision
World Vision
Zonta Club of Newport Harbor

Foundation Partners

Bergman Family Foundation
Cashion Foundation
Change a Life Foundation
Community Foundation of Western Nevada
Donald Bren Foundation
Draper Family Fund - OCCF
Ducks Care
Dwight Stuart Youth Foundation
Eisner Foundation
Fainbarg Family Foundation
Folino Family Foundation
Haye Family Trust
Gateway Foundation
Haynes Memorial Fund
Hope & Norman Hope Foundation
James Irvine Foundation
Kennedy Foundation
Marion Knott Foundation
Linda Irvine Smith Foundation
Livingston Family Foundation

Donor Advertising
Fieldstone Foundation
Fuscoe Engineering
Ganahl Lumber Company
Heritage Mazda
Ingram Micro
Janus Foundation
KPMG
Latham & Watkins
Law & Mediation Office of Troy Roe, Esq.
Los Angeles Times
McDermott & Bull Executive Search
McMaster-Carr Supply Co.
Nossaman, Guthner, Knox & Elliott
Orange Coast Title Company
Orange County Business Journal
Orion Property Partners
McDermott & Bull Executive Search
McMaster-Carr Supply Co.
Nick Haye Racing LLC
Nossaman, Guthner, Knox & Elliot
Pacific Life
Premier Commercial Bank
Ralph's / Food 4 Less
Red Mountain Retail Group
Seal Furniture & Systems
Southern California Edison
St. Joseph's Health Systems
Stantec Consulting
Starpoint Health
State Farm Insurance
Steelcase Foundation
Themis Asset Strategies, LLC
The Irvine Company
The Orange County Register Charities
Union Bank of California
US Technology
Wells Fargo
Western Digital
Western Financial Corporation

Public Partners

California State University, Fullerton
California State Department of Education
Majestic Realty Foundation
Mazda Foundation (USA), Inc.
O.L. Halsell Foundation
Orange County Community Foundation
Steven Perryman Family Trust
Podlich Family Fund - OCCF
SAJE Foundation
Samueli Foundation
Santa Ana Education Foundation
Schoellerman Foundation
Sprint Foundation
STLN White Family Foundation
Tarbell Family Fund - OCCF
Ueberroth Family Foundation
UPS Foundation
Waitt Family Foundation
Weingart Foundation
Don Yoder Foundation
Zephyr Charitable Foundation, Inc.

Faith Community Partners

Calvary Church, Santa Ana
Catholic Campaign for Human Development
Dwight Stuart Foundation
Episcopal Church of the Messiah
Hephatha Lutheran Church
Holy Family Cathedral
Newport Mesa Christian Center
Orange Lutheran Church
Rock Harbor Church
Roman Catholic Diocese of Orange
Sisters of St. Joseph of Orange
St. Andrew's Presbyterian Church
St. Cecilia Catholic Church
St. James Episcopal Church
St. Joachim Catholic Church
St. John's Lutheran Church
St. Joseph Catholic Church
St. Simon & Jude Catholic Church
Trinity United Presbyterian Church
Women of Vision/World Vision

City of Azusa
City of Orange
City of Santa Ana
City of Santa Fe Springs
County of Orange, First District
Los Nietos School District
Mater Dei High School
Newport Harbor High School
Orange County Department of Education
Santa Ana Community College
University of California, Irvine
University of California, Riverside
U.S. Department of Education
Vanguard University

Attachment A

Santa Ana Unified School District

Jane A. Russo, Superintendent of Schools

April 11, 2011

Moreno Valley City Council
14177 Fredrick Street
P.O. Box 88005
Moreno Valley, CA 92552

Mayor, Richard A. Steward
Mayor ProTem, Jessie L. Molina

Councilmember, Robin N. Hastings
Councilmember, Marcelo Co
Councilmember, William H. Batey II

Dear Mayor Steward, Mayor ProTem Molina and Councilmembers,

In 2008, the Santa Unified School District (SAUSD) created a partnership with THINK Together for the management of our ASES-funded, after-school programs at 44 schools districtwide. Due to the complexity of managing an after-school program, which includes ensuring compliance, staffing consistency and the quality of program services, it became apparent that SAUSD needed a partner with expertise in the arena of after-school, for our programs to meet the demands and needs of our community. Our partnership has not been without challenges, as we worked together with our employee units and community-based service providers. However, the result is that today we have a model program that has been able to expand services for more students, on more days, including non-school days, and the quality and consistency of programs is outstanding. Our partnership with THINK Together has turned out to be a tremendous asset for our district, our students and our community.

THINK Together brings infrastructure and expertise to this work that no other partner in after-school programming was able to provide. SAUSD is the sixth largest school district in California, and yet, we understood that we could not operate our after-school programs without the support that THINK Together has been able to provide due to their scale, their expertise and their focus on this particular niche. In addition to staffing and operating all of the programs, they provide turnkey solutions for data, reporting, evaluation and fund development.

The results have been excellent. With THINK Together, SAUSD has been able to provide a broader, more integrated set of programs that aligns with SAUSD goals and objectives. Student achievement is up substantially and our partnership with THINK Together has been a significant contributing factor.

In addition, they have extended the resources available to our students so that we have been able to expand the number of students served and kinds of services available to our students.

1601 E. Chestnut Avenue, Santa Ana, California 92701 (714) 558-5523

BOARD OF EDUCATION
José Alfredo Hernández, J.D., • President • Rob Richardson, Vice-President
Audrey Yamagata-Noji, Ph.D., Clerk • John Palacio, Member • Roman A. Reyna, Member

These include:

- THINK Together acquired an $8.5 million grant from the Irvine Company to expand and enrich our core after-school program
- THINK Together wrote a grant that enabled the district to acquire a $4.5 million federal grant to serve students that were on our waiting list
- THINK Together wrote a grant that enabled the district to acquire a $12.5 million grant to provide a Summer Learning Program and Saturday programs at all of our K-8 schools
- THINK Together wrote a grant that enabled the district to acquire a $3 million grant to fund programs at two of our comprehensive high schools
- THINK Together and the SAUSD awarded a high stakes national competition to acquire a $1.4 million grant to become a U.S. Department of Education *National Demonstration Site* to build alignment between the regular school day, after-school and Supplemental and Educational Services (SES)-funded tutoring
- THINK Together has acquired more than $2 million in additional funds from the Orange County Children & Families Commission, from the Marion Knott Foundation, from the Peter Ueberroth Family Foundation and many other private sources

This additional funding has enabled the district to increase the number of students served from approximately 6,500 per year to more than 20,000 per year. The types of services have expanded from after-school to Saturday program Summer Learning programs, Early Childhood, High School and Parent programs.

THINK Together has several unique qualities that contribute to their success and which benefit SAUSD's partnership efforts. First of all, THINK Together offers an entrepreneurial leadership program that has helped to develop more resources to operate more programs. Secondly, THINK Together hires key leaders from school districts so that they understand the climate and culture of the school environment. In addition, they have a strong culture that can be best described as "No excuses and results-oriented." It has been interesting to observe THINK Together become stronger as an organization, as the organization has grown.

It is with pleasure that I recommend THINK Together for positive consideration to operate your after-school programs. Please feel free to give me a call if I can answer any further questions, (714) 558-5523.

Sincerely,

Cathie Olsky, Ed.D.
Deputy Superintendent

From: Mike McCarty
Sent: Monday, March 28, 2011 3:23 PM
To: Adriana Kingston
Subject: FW: Think Together

From: McCormick, Mike [mailto:MMcCormick@valverde.edu]
Sent: Monday, March 28, 2011 2:34 PM
To: Mike McCarty
Subject: Think Together

Hey Mike,

I just wanted to take a moment to share some thoughts on Think Together. When we spoke at "Wake Up" Moreno Valley, you mentioned the possibility of Think Together running the City's After School program. In that conversation, you mentioned that there was a growing concern, and real possibility, that the City may have to charge families for the After School Program in the coming year. As a result, there was an exploration of solutions to avoid the necessity of charging families for this very valuable service.

I shared your concern and reiterated that many families in the Val Verde Unified School District depend on after school care and programming for the children. In fact, many of our own district employees have come to depend on this tremendous program.

With that being said, I have completed some research on Think Together and fully support the idea of Think Together as a solution to growing costs in the City run after school program. Think Together appears to run many very successful after school programs in neighboring cities and school districts. More importantly, a transition to their services may avoid the need to charge families. That would be extremely beneficial!

Please know that the Val Verde Unified School District supports Think Together and a possible transition to their services for our families.

Very Truly Yours,
Michael R. McCormick
Assistant Superintendent
Education Services Division

Support letter from Moreno Valley Unified School District was not available at time of report circulation. Verbal support has been received.

Board of Education
Jesus Holguin
Cleveland Johnson
Mike Ross
Rick Sayre
Tracey B. Vacker

Superintendent of Schools
Judy D. White, Ed.D.

Moreno Valley Unified School District

25634 Alessandro Boulevard
Moreno Valley, California 92553
(951) 571-7500
www.mvusd.net

Our mission is to prepare all students academically and socially to become productive members of society

April 15, 2011

Moreno Valley City Council
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552

Dear Mayor Richard A. Stewart, Mayor Pro Tem Jesse L. Molina and City Council Members:

The Moreno Valley Unified School District is in support of the partnership with THINK Together, as an after-school program for school-aged students. We believe that THINK Together possesses the expertise to bring quality infrastructures and outstanding opportunities to the students of Moreno Valley. The close alignment to the instructional core and continual improvement of program options has resulted in a model program throughout the state.

The THINK Together organization is committed to excellence and works collaboratively with district and school personnel. They understand the importance of effective communication and make adjustments which are in the best interest of students. They have extended multiple resources available to students.

We are aware that THINK Together:

- Acquired an $8.5 million grant from the Irvine Company to expand and enrich various after-school programs
- Wrote a grant that enabled the Santa Ana Unified School District to acquire a $12.5 million dollar grant to provide a Summer Learning Program
- Acquired a grant to provide AmeriCorp Services throughout the Inland Empire

THINK Together staff understands the challenges that families face while working two jobs, commuting out of town and are in need of after-school care. Their program represents a quality hybrid that goes beyond child care to an extended learning time for students. They have positioned themselves to be a part of the solution to academic accountability. The time taken for professional development for staff members and the maintenance of a dedicated site lead has resulted in positive outcomes.

THINK Together is a cutting edge organization that is proactive and seamless. The Moreno Valley Unified School District welcomes the opportunity to work with THINK Together. We are confident that the partnership will lead to greater student achievement and safety.

Sincerely,

Judy D. White

Judy D. White, Ed.D.
Superintendent

Attachment C

April 11, 2011

Mike McCarty
Director of Parks and Community Services
City of Moreno Valley
14075 Frederick Street
Moreno Valley, CA 92552

RE: STARS Program

Dear Mr. McCarty:

Based on the information provided by management on the proposed transfer of the STARS program to the private contractor "Think Together", MVCEA has no objection to this change. While we do prefer that City services be provided by City employees in this instance the advantages of using the private contractor appear to be in the best overall interest of the impacted employees, the City, and the community.

Thank you for the opportunity to meet and for the information provided on this program.

Best regards,

Tony Macias, MVCEA President

C: Sonny Morkus
MVCEA Board of Directors

Attachment C

April 4, 2011

Sonny Morkus
Human Resources Director
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

Dear Sonny:

This letter is written to advise you that the Moreno Valley Management Association has no formal objection to the proposed transfer of the City's STARS program to THINK Incorporated.

MVMA appreciates the efforts of the Parks and Recreation Director to negotiate a salary and benefit package similar to that provided by the City to the five affected MVMA members.

While the retirement benefits are substantially different, we understand that is a typical difference between public and private non-union employment.

We further understand that while the five affected employees would be transferred and not laid off, they will have recall rights relative to reinstated leave and benefit rates should any compete successfully for future openings with the City.

Thank you for providing complete information on the proposed transfer and answering questions and concerns raised by the MVMA Board.

Sincerely,

John C. Terell
President MVMA

Sonny Morkus

From: Carol Vasquez
Sent: Monday, April 04, 2011 2:53 PM
To: Sonny Morkus
Cc: Bridgette Montgomery
Subject: MVCME Letter Not Objecting to STARS Program Transfer

Good Afternoon Sonny,

Based on the below information, MVCME is not opposed to the transfer of the STARS program to THINK and feels it would be beneficial to everyone involved. It sounds like everyone has worked together to get our STARS employees the best possible pay and benefits, which is very positive. Although it would have been nice to keep all of our current staff employed with the City of Moreno Valley, the transfer is probably best due to the difficult financial times ahead and being able secure the employment of most everyone is fantastic. It is also encouraging that the majority of them will get more hours and have more career growth with THINK. It sounds like a win win situation.

Please let me know if there is anything further you need from MVCME.

Thank You,
Carol Vasquez
MVCME board member

From: Sonny Morkus
Sent: Thursday, March 31, 2011 5:47 PM
To: Carol Vasquez; Bridgette Montgomery
Subject: Request for MVCME Letter Not Objecting to STARS Program Transfer

Hi Carol and Bridgette,

I wish to request a letter from MVCME indicating that we have met and conferred in good faith regarding the impact on the one MVCME employee of the proposed 7-1-11 transfer of the STARS Program and City staff to THINK Together Inc., and that the MVCME does not object to the decision to transfer the program to THINK Together Inc. I know that the affected MVCME employee does not object to the transfer of the program. The other two City bargaining units have agreed to provide me such a letter.

The following are main points about the transfer:

1. No CalPERS retirement benefit with THINK.
2. Social Security retirement benefit and 401(a) deferred compensation with THINK.
3. For most part, medical benefits are less expensive through THINK.
4. Staff will be working 4 more hours per week with THINK.
5. The opportunity to move up within the THINK organization is vastly greater than with the City.
6. Better services, finances and resources to 4500 kids in the program is expected under THINK Together's administration of the program.
7. Program going to THINK will save the City of Moreno Valley between $400,000 and $600,000 per year, and thus, will prevent otherwise planned layoff of employees next year under STARS and other Parks & Com Serv. Department programs. The Transfer will also reduce the workload to internal service departments that will be having reduced staffing and workload absorption issues.
8. Career employees who transfer to THINK employment will be able to be rehired by the City if the program ever is returned to the City for administration. These employees will be eligible for rehire

consideration to other similar City jobs as they become available in the same status as laid off employees.

9. A Staff Report will go to City Council on April 12 or 26, 2011, with a recommendation to transfer the STARS Program to THINK Together Inc. effective July 1, 2011.

Please let me know if you require any additional information.
Best regards,

Sonny

Sonny Morkus
Human Resources Director
City of Moreno Valley
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Office: (951) 413-3043
Cell: (951) 489-9693
FAX: (951) 413-3049
E-mail: sonnym@moval.org

MV00198302

Attachment D

6 FULLY BENEFITTED EMPLOYEES

CITY OF MORENO VALLEY		THINK TOGETHER
SUPERVISOR	Salary = $53,654 Benefit Bank = $15,229 TOTAL= $68,883	Salary = $60,390 Benefit Bank = $15,174 TOTAL = $75,564
1 COORDINATOR	Salary = $46,950 Benefit Bank = $15,229 TOTAL = $62,179	Salary = $52,168 Benefit Bank = $15,174 TOTAL = $67,342
3 COORDINATORS	Salary = $42,586 Benefit Bank = $15,229 TOTAL = $57,815	Salary = $47,000 Benefit Bank = $15,174 TOTAL = $62,174
SENIOR ADMIN ANALYST	Salary = $44,174 Benefit Bank = $15,229 TOTAL = $59,403	Salary = $45,000 Benefit Bank = $15,174 TOTAL = $60,174
***NO PERS		***SOCIAL SECURITY

8 PARTIALLY BENEFITTED EMPLOYEES

The 8 employees in this category have a salary ranging from $13.30-$15.62 per hour working on a part time (approximately 28-30 hours weekly) basis. These employees also receive a benefit bank of $480 per month. THINK Together is offering full time employment ($33,000 annually) with an option to purchase full time benefits while making $16.00 per hour. Although the employees will be losing there benefit bank and PERS allotment THINK is also offering between 6-8 positions where by these employees can earn a level 2 position earning an additional $3,000-$6,000 annually.

*** ALL OF THE ABOVE EMPLOYEES WILL ALSO RECEIVE 4 WEEKS OF SALARY FOR THE MONTH OF JULY FOR SEVERANCE PAY—THEY WILL ALSO BE PAID FOR THIS 4 WEEKS BY THINK TOGETHER.

MV00198304

Attachment E

GRANT PROGRAM SERVICES AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THINK TOGETHER, INC.

This Agreement ("Agreement") is made on _____, 2011 (the "Effective Date"), between the City of Moreno Valley and the Moreno Valley Community Services District (the "City"), and THINK Together, Inc., a California non-profit corporation ("THINK"), for the purpose of providing After School Educational and Safety ("ASES") Grant Program Services in Moreno Valley Unified School District ("MVUSD") and Val Verde Unified School District ("VVUSD").

The parties hereby agree to the following terms:

The City shall act as the lead fiscal and administrative agent with the California Department of Education ("CDE") for operating an ASES program.

The City is contracting with THINK for provision of comprehensive After School Programming serving MVUSD and VVUSD schools, as defined herein, at Armada, Badger Springs, Bear Valley, Box Springs, Butterfield, Chaparral Hills, Cloverdale, Creekside, Edgemont, Hendrick Ranch, Hidden Springs, Honey Hollow, La Jolla, Landmark, Midland, Moreno, Mountain View, Palm, Ramona, Ridge Crest, Seneca, Serrano, Sugar Hill, Sunnymead Elementary, Sunnymead Middle, Sunnymeadows, and TownGate school sites in MVUSD and Avalon, Bethune, Columbia, Lakeside, Lasselle, March, Mead Valley, Rainbow Ridge, Ranch, Real, Rivera, Sierra Vista, Triple Crown, Val Verde, Victoriano, and Vista Verde school sites in VVUSD (collectively, the "School Sites") for the ASES programs. The term of this contract is July 1, 2011 to June 30, 2013 (the "Term"), along with two subsequent automatic 3-year renewals for the next two ASES grant cycles, co-terminus with and all subject to the City's receipt of ASES Grant award, and is subject to all provisions of the primary CDE ASES Grant cited above as well as any subsequent contract modifications or additional requirements by the CDE. If any terms in this Agreement differ from the terms in the primary CDE ASES Grant, then this Agreement governs the understanding between the City and THINK, unless any term(s) violate the conditions of the CDE ASES grant.

Consistent with ASES Grant provisions, the City contracts with THINK and THINK will operate after school programs at the School Sites. THINK will supply the staff, materials, management and supervision, and volunteer recruitment for the School Sites (the "After School Programming"). In addition, THINK will work collaboratively with the City on governance, operational management, and evaluation. THINK agrees to provide a high quality program consistent with the guidelines established by the CDE, the City, and THINK for this grant.

MV00198305

THINK will have the following responsibilities in support of the ASES programs:

a. Coordinate the academic assistance, homework support, and enrichment portions of the ASES program at each of the School Sites.
b. Hire, train, and supervise site staff, including the site coordinators and program leaders.
c. Seek regular input from principals regarding performance evaluations, including recommendations for retaining and terminating a site coordinator and/or other site staff.
d. Provide workers' compensation insurance for THINK employees and agents as required by law.
e. Comply with all federal, state, and local laws and ordinances applicable to the work to be performed by THINK or its employees under this Agreement.
f. Comply with the requirements of California Education Code § 45125.1 with respect to fingerprinting of employees who may have contact with the City's pupils. If at any time during the term of this Agreement THINK is either notified by the U.S. Department of Justice or otherwise becomes aware that any employee of THINK performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in California Penal Code § 667.5(c) or California Penal Code § 1192.7(c), respectively, THINK agrees to immediately notify the City and remove said employee from performing services on this Agreement.
g. Provide all materials, tools, and instrumentalities required to perform the services under this Agreement. Equipment and supplies purchased by THINK with ASES grant funds shall be owned by the City.
h. Participate in all cross training for site coordinators and site staff.
i. Complete site emergency plans and related staff training.
j. Maintain ongoing communication between THINK staff and school staff regarding student needs and progress, including but not limited to attendance at school-day meetings and/or one-on-one meetings with teachers.
k. Coordinate ASES activities with school staff to assure program supports current academic goals of teachers and administrators.
l. Provide academic assistance and other activities specifically supporting (but not duplicating) daytime curriculum and academic goals.
m. Foster communication with and involvement of parents through parent orientations, parent handbook, development and distribution of periodic newsletters, and hosting, at a minimum, one parent night (can be in conjunction with school PTO).
n. Recruit and train volunteers to lower the students/adult ratios in the program.
o. Work with the City to implement a comprehensive annual program evaluation plan. As required, attend and participate in evaluation subcommittee meetings. Evaluation plan shall include but not be limited to attendance tracking, collection of teacher, parent and participant surveys, and data entry of survey results. Evaluation will be completed by THINK in accordance with CDE guidelines and

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submitted to the City a minimum of ten (10) calendar days prior to CDE due dates.

p. Regularly attend and participate in regularly scheduled governance and operations meetings.
q. Adhere to proper management and fiscal accountability practices including maintaining proper insurance coverage, compliance with employment laws, and utilization of an accrual method of accounting.
r. Provide documentation and findings of annual independent audits, in accordance with CDE requirements.
s. Comply with all federal statutes relating to nondiscrimination, including (a) Title VI of the Civil Rights Act of 1964 (45 *United States Code* [*USC*] sections 2000d through 2000d-4) prohibiting discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972 (20 *USC* sections 1681-1683) prohibiting discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973 (20 *USC* Section 794) prohibiting discrimination on the basis of handicap; and The Age Discrimination Act (42 *USC* Section 6101, *et seq.*) prohibiting discrimination of the basis of age.

THINK will employ one full-time "After School Program Supervisor," four "Coordinators," one "Senior Administrative Analyst," and eight "After School Specialist" employees who are, or who were previously employed by the city of Moreno Valley S.T.A.R.S. After School Program. These individuals will be hired by THINK, effective 7/1/2011, provided they were current, active employees of the City as of 6/30/2011 and not on any form of leave of absence. These 14 employees will be hired as THINK employees for a minimum of 90 days and their employment will be "at-will." This means that they or THINK may terminate the employment relationship at any time (after 90 days), for any reason or no reason, with or without cause or prior notice.

Compensation, benefits, and job descriptions will be reviewed with each of these individuals with their offer of employment. Compensation and benefits will be comparable to that which they currently receive from the City. Additionally, these individuals will be provided sufficient training in advance of them becoming THINK employees in order to ensure their success in their roles. This training will be provided by THINK employees and at THINK's expense for training materials. THINK will pay a monthly benefit allowance of $1,264.58 to the six (6) employees listed in Schedule B in addition to their base pay. Pay ranges for these six (6) individuals are also listed on Schedule B. The benefit allowance will be paid at $632.29 semi-monthly as a part of their regular pay as long as they are employed by THINK. Upon termination, the remaining benefit allowance will revert back to the City.

Additionally, THINK shall use reasonable best efforts to support financial sustainability through:

a. Seeking and utilizing agency-awarded funds from public and private fundraising to support the program.

MV00198307

b. Working collaboratively with the City to seek and secure additional funding from area businesses, service organizations, churches, foundations, and other relevant sources to enhance programming and develop long-term sustainability of the program.
c. Increasing community visibility of the project by working with local press, business groups and coordinating and/or assisting with community-based fundraising events.
d. Seeking to utilize earned income from any separate fee-based programs as a source of matching funds.

The City will compensate THINK according to the following:

- THINK will be paid 100% of the grant award from CDE, less $100,000 for administrative costs ("THINK's Fee"), according to Schedule A, attached hereto.
- Timing and amounts of payments will be made according to Schedule A, attached hereto. If the funds received from the CDE change, a pro rata adjustment to the maximum amount available for payment to THINK will be made.
- THINK's Fee will only be paid out of funds received by the City from the State and only up to the limits of this agreement.
- Notwithstanding the provisions above, any amount not timely paid by the City and not disputed in good faith shall accrue simple interest at a rate of 1% per month for any amount actually owing to THINK.

The City agrees to submit all reports required by the CDE or U.S. Department of Education in a timely manner and in advance of deadlines. THINK agrees to supply the City with any and all reporting information explicitly required via written notification to the City by the CDE or U.S. Department of Education in a timely manner and in advance of any deadlines.

- The City will provide THINK with complete copies of all attendance, expenditure, and evaluation reports and pertinent grant-related communication within five working days of submission to CDE.
- THINK will:
    - Provide monthly attendance and snack reports to the City by the 20th of the month for the previous month of program.
    - Provide quarterly reports on operations to the City by October 20, 2011; January 20, 2012; April 20, 2012; and July 20, 2012. In subsequent years, THINK will continue to provide reports on operations by October 20, January 20, April 20, and July 20.
    - Provide an annual report on operations to the City for July 1, 2011 – June 30, 2012 by July 20, 2012. In subsequent years, THINK will continue to provide an annual operations report by July 20.
    - Maintain and provide access to all records used in the preparation of above reports for a period of five years. Such records shall include, but not be limited to, records which fully disclose the amount and disposition

MV00198308

of funds, the total cost of the activity for which the funds are used, the share of the cost provided from other sources, and such other records as will facilitate an effective audit. THINK shall maintain such records for five years after the completion of the activities for which the funds are used.

The City will assist in providing THINK with access to and use of the MVUSD and VVUSD facilities as necessary to meet the terms of this Agreement. Additionally, the City will monitor and distribute separate existing grant funds to provide the required daily snack as required under the ASES grant for the first year under this Agreement. Accommodations for the required daily snack in subsequent years will be determined at a later date and the details will be added as an amendment to this Agreement. The provided facilities and supplied snacks shall be considered part of meeting the ASES-required support costs.

THINK is, and shall at all times be deemed to be an independent contractor, and shall be responsible for determining the sequence, method, details and manner in which it performs those services required under the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between the City and THINK or any of THINK's agents or employees. THINK assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. THINK, its agents and employees, shall not be entitled to any rights and/or privileges of the City's employees and shall not be considered in any manner to be the City's employees.

THINK shall indemnify, pay for the defense of, and hold harmless the City and its officers, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of THINK's operation of City-owned equipment, negligent or willful acts, and/or omissions in rendering any services hereunder. THINK shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning THINK or any employee of THINK and shall further indemnify, pay for the defense of, and hold harmless the City of and from any such payment or liability arising out of or in any manner connected with THINK's performance under this Agreement.

The City shall indemnify, pay for the defense of, and hold harmless THINK and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of the City's negligent or willful acts and/or omissions in relation to this Agreement.

MV00198309

During the entire term of this Agreement, THINK shall procure, pay for and keep in full force and effect the following types of insurance:

1. Comprehensive general liability insurance, including owned and non-owned automobile (vehicle) liability insurance with respect to the services provided by, or on behalf of, THINK under this Agreement. All insurance policies shall state the name of the insurance carrier and name the City as an additional insured. Liability insurance for death, bodily injury and property damage shall be for no less than One Million dollars ($1,000,000) per occurrence. THINK will provide to the City a Certificate of Insurance and appropriate additional insured endorsement evidencing the proof of General Liability and Workers Compensation Insurance.

2. The policies of insurance described in Paragraph 1 above shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. True and correct copies of all certificates of insurance reflecting the coverage required in Paragraph 1 shall be provided to the City prior to the commencement of services under this agreement. THINK agrees that it shall not cancel or change the coverage provided by the policies of insurance described in Paragraph 1 above without first giving the City thirty (30) days prior written notice. Should any such policy of insurance be canceled or changed, THINK agrees to immediately provide the City true and correct copies of all new or revised certificates of insurance.

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by THINK without the prior written consent of the City.

The City agrees to comply with all reasonable requests by THINK and to provide access to all documents and electronic student data reasonably necessary for the performance of THINK's duties under this Agreement.

Unless otherwise terminated as provided below, this Agreement shall continue in force during the Term, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.

If the City makes a good faith, reasonable determination that THINK is in default of its obligations under this Agreement, the City must provide THINK with a written request to cure the default. If the City reasonably believes that the default has not been cured within thirty (30) days of such written request to cure, then the City shall have the right to immediately terminate this Agreement upon written notification to THINK.

At any time during the performance of this Agreement, either the City or THINK, at its sole discretion, shall have the right to terminate this Agreement by giving sixty (60) days written notification of its intention to terminate.

MV00198310

In the event that this Agreement is terminated as provided above, THINK shall be paid its fees earned in accordance with Schedule A through the date of termination, including a pro rata amount of the next payment that would have been made pursuant to Schedule A, based on the days in that payment period that occurred prior to termination. All cash deposits made by the City to THINK, if any, shall be refundable to the City in full upon termination of this Agreement unless specified to the contrary.
This Agreement supersedes any and all agreements either oral or written, between the parties hereto with respect to the rendering of services by THINK and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by both parties, except the City may unilaterally amend the Agreement to accomplish the changes listed below:

1. Changes as required by law; and
2. Changes required by CDE ASES grant provisions.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal proceeding arising from this Agreement shall be brought in Riverside County, California.

Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

[Signature page follows]

MV00198311

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date.

City of Moreno Valley (the "City")	**THINK TOGETHER, INC. ("THINK")**
By: _____	By: _____
Signature	Signature
_____	Randy Barth
Printed Name	Printed Name
_____	Founder & CEO
Title	Title
_____	2100 E. 4th St. #200
Address	Address
_____	Santa Ana, CA 92705
City State Zip	City State Zip
_____	714-543-3807
Telephone Number	Telephone Number
_____	_____
Date	Date

Schedule A
Payment Schedule

Ten monthly payments, due on the 1st of each month from September 1 through June 1, according to the following:

School Name	Components	Amount Awarded	Total Payment to THINK Together (after $100k carve-out)	Monthly Payment Amount (x10) 10%
Armada Elementary	ASES After School Base	$ 112,500.00	$ 109,901.52	$ 10,687.50
Badger Springs Middle	ASES After School Base	66,150.00	64,622.09	6,284.25
Bear Valley Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Box Springs Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Butterfield Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Chaparral Hills Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Cloverdale Elementary	ASES After School Base	99,900.00	97,592.55	9,490.50
Creekside Elementary	ASES After School Base	82,350.00	80,447.91	7,823.25
Edgemont Elementary	ASES After School Base	103,950.00	101,549.00	9,875.25
Hendrick Ranch Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Hidden Springs Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Honey Hollow Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
La Jolla Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Landmark Middle	ASES After School Base	87,750.00	85,723.18	8,336.25
Midland Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Moreno Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Mountain View Middle	ASES After School Base	67,500.00	65,940.91	6,412.50
Palm Middle	ASES After School Base	58,050.00	56,709.18	5,514.75
Ramona Elementary	ASES After School Base	102,600.00	100,230.18	9,747.00
Ridge Crest Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Seneca Elementary	ASES After School Base	98,550.00	96,273.73	9,362.25
Serrano Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Sugar Hill Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Sunnymead Elementary	ASES After School Base	98,550.00	96,273.73	9,362.25
Sunnymead Middle	ASES After School Base	52,650.00	51,433.85	5,001.75
Sunnymeadows Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
TownGate Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Avalon Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Columbia Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Lakeside Middle	ASES After School Base	68,850.00	67,259.73	6,540.75
Lasselle Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Manuel L. Real Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
March Middle	ASES After School Base	70,200.00	68,578.55	6,669.00
Mary McLeod Bethune Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
May Ranch Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Mead Valley Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Rainbow Ridge Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Sierra Vista Elementary	ASES After School Base	83,700.00	81,766.73	7,951.50
Tomas Rivera Middle	ASES After School Base	82,350.00	80,447.91	7,823.25
Triple Crown Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Val Verde Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Victoriano Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Vista Verde Middle	ASES After School Base	68,850.00	67,259.73	6,540.75
		$4,329,450.00	**$ 4,229,450.00**	**$ 422,945.00**

Schedule B
Employee Benefit Allowance

Monthly benefit allowance to be paid semi-monthly as part of employees' regular pay:

Employee	Monthly Allowance
Program Supervisor	$1,264.58
Program Coordinator	$1,264.58
Sr. Admin Analyst	$1,264.58

Annual base pay ranges by position:

Current Title	THINK Title	Base Pay Range
Program Supervisor	Special Programs Supervisor	$60,000
Program Coordinator	Quality Assurance Coach	$45,000-$49,000
Sr. Admin Analyst	Regional Ops Analyst	$33,280-$45,000

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: April 26, 2011

TITLE: COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2010

RECOMMENDED ACTION

The Finance Sub-Committee recommends that the City Council receive and file the Comprehensive Annual Financial Report for the fiscal year that ended June 30, 2010.

BACKGROUND

The Comprehensive Annual Financial Report (CAFR) for Fiscal Year (FY) 2009-10 presents the audited results of the City's operations and financial position as of June 30, 2010. The submittal of the CAFR to the City Council is an established practice that signifies the completion of the City's annual financial audit and the distribution of the published Comprehensive Annual Financial Report. The firm Mayer Hoffman McCann of Irvine, California, conducted the audit. This was their fifth year of performing the City's audit. It is the City's practice to change auditors no less than every five years to ensure independence of the audit function.

The June 30, 2010 CAFR reflects the City's eighth year of implementing the reporting model required by Governmental Accounting Standards Board Statement No. 34, more commonly referred to as "GASB 34". This statement established a new financial reporting model for state and local governments in an attempt to make annual financial reports more comprehensive and easier to understand and use. The requirements include a narrative introductory overview and analysis called "Management's Discussion and Analysis"; government-wide financial statements prepared on the full-accrual basis that are in addition to, not instead of, the traditional fund-based statements; and an expanded budget comparison that includes the adopted budget, final budget, and actual revenues and expenditures.

DISCUSSION

One of the most important items contained in the CAFR is the Independent Auditors' Report on the financial statements, which is also known as the "Opinion Letter". The auditors have provided the City with an "unqualified" audit opinion, which indicates that the City's financial statements fairly present the financial position of the City. Following is the pertinent text from the "Opinion Letter":

> ***"In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Moreno Valley, California, as of June 30, 2010, and the respective changes in financial position and cash flows, where applicable, and the respective budgetary comparison information for the general fund and major special revenue funds of the City of Moreno Valley, California for the year then ended in conformity with accounting principles generally accepted in the United States of America."***

The CAFR includes the financial results for all component units of the City, which include the Community Redevelopment Agency of the City of Moreno Valley and the Moreno Valley Community Services District. Separate sections of the CAFR are designated for the financial statements of these entities. A summary of the City's financial position as of June 30, 2010 is provided in Management's Discussion and Analysis beginning on page 3 of the CAFR.

In recognition of its financial reporting excellence, the Government Finance Officers Association of the United States and Canada (GFOA) has awarded a *Certificate of Achievement for Excellence in Financial Reporting* to the City of Moreno Valley for 12 consecutive years. This recognition represents the highest professional governmental accounting award possible. The *Certificate* is also advantageous to the City's reputation with bond rating agencies and to the financial markets overall. The CAFR for FY 2009-10 has been submitted to the GFOA and staff anticipates receiving the *Certificate* once again.

The Introductory section of the CAFR includes a listing of City Council Members and Executive Officers. This listing reflects the office holders as of June 30, 2010, which is the ending date of operations as reflected in the CAFR.

In prior years, there were differences between the City's budgetary and financial reporting presentations.

- For budgetary purposes, the General Fund, Development Services Fund, and Fire Services Fund were all aggregated as the *General Fund*. However, in prior CAFRs only the General Fund and the Development Services Fund were combined as the *General Fund*;
- The Fire Services Fund was reported as a separate fund. (Police services are included in the General Fund.)

Starting FY 2009-10, the CAFR financial reporting will follow the same format as our budgetary presentations, where the General Fund, Development Services Fund, and Fire Services Fund are all aggregated as the *General Fund*.

The following table presents budget-to-actual information from the CAFR for the General Fund and Fire Services Fund.

The CAFR reports all reserves and designations that comprise the equity of all funds. The City's FY 2009-10 Adopted Budget presents various General Fund reserves and designations with their anticipated beginning balances, activity, and ending balances. The following table compares the entire equity of the General Fund, including the Fire Services Fund, from the CAFR to the schedules found in the FY 2009-10 Adopted Budget book.

Reserve Designations as of June 30, 2010

	Budget	CAFR	
	Projected Balance 6/30/10	Actual Balance 6/30/10	Variances
Fund Balance Designation:			
Encumbrances	$ -	$ 23,256	$ 23,256
Prepaid and Other Assets	-	13,456	13,456
Future Debt Service	1,000,000	1,000,000	-
Advances to Other Funds	28,899,000	28,152,248	(746,752)
Electric Utility Revolving Line of Credit	4,600,000	4,600,000	-
Continuing Appropriations	-	93,810	93,810
Emergency Equipment	184,674	-	(184,674)
Capital Improvements	4,003,693	-	(4,003,693)
Development Services	-	-	-
Net Unrealized Investment Gain	-	712,267	712,267
Unreserved, undesignated	-	16,694,502	16,694,502
Total Reserve Designations	$ 38,687,367	$ 51,289,539	$ 12,602,172

General Fund reserves pledged for the Redevelopment Agency's 2007 Series B, Subordinate Tax Allocation Bonds in the amount of $22,500,000 are incorporated in the Advances to Other Funds category. This reservation of General Fund balance was approved by the City Council in October 2007, pledging the following General Fund reserves for the Redevelopment Bonds until such time as they are sold as public securities:

- General Contingency Reserve: $14,482,720
- Development Services Reserve: $5,300,000
- Capital Expenditures Reserve: $2,717,280

Total $22,500,000

The General Fund reserves pledged for the 2007 Tax Allocation Bonds, as shown above, will be returned to the General Fund as unrestricted funds in the FY 2010-11

fiscal year, and will be reflected appropriately in the FY 2010-11 CAFR. The City Council action in March 2011 to defease the 2007 Tax Allocation Bonds and return the funds to the General Fund is based on the need for these funds to support the Three Year Deficit Elimination Plan, which will be reflected in the two year budget proposed for FY 2011-12 and 2012-13.

The variance in the net Unrealized Investment Gain represents the investments at fair value in the balance sheet at fiscal year-end, as required by Governmental Accounting Standards Board Statement No. 31, "Accounting and Financial Reporting for Certain Investments and for External Investment Pools." This statement establishes fair value standards for investments in: (a) participating interest-earning investment contracts; (b) external investment pools; (c) open-end mutual funds; (d) debt securities; and (e) equity securities, option contracts, stock warrants, and stock rights that have readily determinable fair values. However, since unrealized gains/losses are not available for spending until they are realized, a designation of fund balance is made to indicate that the intent is not to liquidate investments to realize the reported gains/losses in the financial statements.

Past practice has been that any Unreserved/Undesignated Fund Balance in the General Fund was applied to the Designation for Capital Improvements category. This year, in preparation for compliance with Governmental Accounting Standards Board Statement No. 54, more commonly referred to as "GASB 54"; any undesignated fund balance will remain in the Unreserved, undesignated or Unassigned Category. This statement establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. Although the requirements of this statement are effective for financial statements for periods beginning after June 15, 2010, early implementation is encouraged.

ALTERNATIVES

Not applicable

FISCAL IMPACT

None

CITY COUNCIL GOALS

Advocacy. ***Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives, and goals to appropriate external governments, agencies and corporations.***

Like the City's budget, the CAFR contains vital financial information about the financial condition of the City, and is an important communications tool regarding City financial policies and practices. It is used by a multitude of financial institutions to understand the City's current financial position and to meet ongoing disclosure requirements relative to the City's long-term debt.

GFOA is the premier association of public sector finance professionals and is dedicated to providing high-quality support to state and local government finance officials. City staff has sought the prestigious GFOA *Certificate of Achievement for Excellence in Financial Reporting* primarily because it implies that the City adheres to the highest standards of financial disclosure and reporting.

SUMMARY

The Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2009-10 presents the results of the City's operations and financial position as of June 30, 2010, and is hereby submitted for the City Council's information. The CAFR incorporates all component units of the City including the Community Redevelopment Agency of the City of Moreno Valley and the Moreno Valley Community Services District. A summary of the City's financial position as of June 30, 2010 is provided in Management's Discussion and Analysis (MD&A) beginning on page 3 of the CAFR. The City's financial statements have received an "unqualified" opinion from an independent auditor, indicating their accuracy and compliance with all applicable reporting requirements.

NOTIFICATION

Publication of the agenda

ATTACHMENTS/EXHIBITS

Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2010
(Document provided under separate cover.)

Prepared By:
Cynthia A. Fortune
Financial Operations Division Manager

Department Head Approval:
Rick Teichert
Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

MORENO VALLEY

City of Moreno Valley

Comprehensive Annual Financial Report

Fiscal Year Ended June 30, 2010

Prepared by:

The Financial & Administrative Services Department

MV00198321

CITY OF MORENO VALLEY

DECEMBER 3, 1984

City of Moreno Valley
Comprehensive Annual Financial Report
Fiscal Year Ended June 30, 2010

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City of Moreno Valley
Comprehensive Annual Financial Report
Fiscal Year Ended June 30, 2010

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Comprehensive Annual Financial Report
Fiscal Year Ended June 30, 2010

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CITY OF MORENO VALLEY

DECEMBER 3, 1984

Introductory Section

MORENO VALLEY
WHERE DREAMS SOAR

TEL: 951.413.3021
FAX: 951.413.3096
WWW.MOVALO.RG

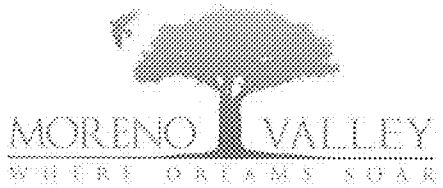

14177 FREDERICK STREET
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

March 28, 2011

To the Honorable Mayor, Members of the City Council and Citizens of the City of Moreno Valley:

On behalf of the City Manager, Management Team and City Staff, it is my pleasure to submit the Comprehensive Annual Financial Report (CAFR) of the City of Moreno Valley (the City) for the fiscal year ended June 30, 2010.

This report consists of management's representations concerning the finances of the City. Consequently, management assumes full responsibility for the completeness and reliability of all the information presented in this report. To provide a reasonable basis for making these representations, management has established a comprehensive internal control framework that is designed to both protect the City's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City's financial statements in conformity with generally accepted accounting principles (GAAP). Because the cost of internal controls should not outweigh their benefits, internal controls have been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The City's financial statements have been audited by Mayer Hoffman McCann, P.C., a firm of certified public accountants. The independent auditor concluded, based on the audit, that there was a reasonable basis for rendering an unqualified opinion on the City's financial statements for the fiscal year ended June 30, 2010. The independent auditor's report is presented as the first component of the financial section of this report.

The independent audit of the financial statements of the City was part of a broader, federally mandated "Single Audit" designed to meet the special needs of federal grantor agencies. The standards governing the Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial statements, but also on internal controls and compliance with legal requirements, with emphasis on those involving the administration of federal awards. These reports are available in the City's separately issued Single Audit Report.

Management has provided an overall analysis of the financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the report of the independent auditors.

Profile of the City of Moreno Valley

The City of Moreno Valley was incorporated on December 3, 1984. It is centrally located in Southern California, 66 miles east of Los Angeles and 100 miles north of San Diego. The City encompasses approximately 50 square miles of land area in western Riverside County and with a population estimate of 191,754, continues to be the second largest city in Riverside County. Though it has slowed because of the economy, the City's population continues to grow.

The City operates under the council-manager form of government with a five-member council elected by district for four-year overlapping terms. Each year the council elects the mayor for a one-year term. The City Council is responsible for, among other things, passing ordinances, adopting the budget, appointing committees, and hiring the City Manager, City Attorney and City Clerk. The City Manager is responsible for carrying out the policies and ordinances of the Council, for overseeing the day-to-day operations of the City, and for appointing the heads of the various departments.

The City provides a wide range of services, which include general government, public safety (police, fire, code enforcement, animal control services, disaster preparedness, and school crossing guards), construction and maintenance of highways and streets, economic development, library, an electric utility which primarily serves the newly developed areas of the City, parks, and a wide range of recreation programs. In addition to general City activities, the Council is financially accountable for the Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District, the Moreno Valley Public Financing Authority, and the Moreno Valley Public Facilities Financing Corporation. These entities are included as an integral part of the City's financial statements. Additional information on these legally separate entities can be found in Note 1a of the Notes to Basic Financial Statements.

The annual budget serves as the foundation for the City's financial planning and control. The City Manager presents the proposed budget to the City Council for review in April/May of each year. The Council holds a series of public meetings on the proposed budget, and generally adopts a final budget no later than June 30th. The City's fiscal year is July 1st through June 30th. The appropriated budget is prepared by fund, department and program, and is controlled at the department level. The City Manager can approve transfers between programs, departments or funds, provided that such transfers do not increase the overall budget. Appropriations that increase the budget require City Council approval. Budget-to-actual comparisons are provided in this report for each individual governmental fund for which an appropriated annual budget has been adopted. The budget-to-actual comparisons for the general fund and the major governmental funds can be found in the Basic Financial Statements section of this report. The budget-to-actual comparisons for the non-major governmental funds can be found in the Non-Major governmental funds section of this report.

Factors Affecting Financial Condition

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which the City of Moreno Valley operates.

Local economy. The City of Moreno Valley is located in the Inland Empire, which consists of Riverside and San Bernardino Counties. The Inland Empire had experienced a vibrant economic environment from the mid 90's to mid 2000's, and during this period the City experienced strong residential and commercial growth. With the current economic situation, the growth rate has slowed considerably.

For six years, from 2002 to 2008, the City experienced double-digit growth in many of the key factors that generate revenue for the City. During this six-year period assessed valuations of property increased by 136%. However, during fiscal year 2007-08 the City began to see the developing weakness in the economy that is now evident on a national basis. Assessed valuations of property decreased in Moreno Valley in FY 2009-10 and are expected to continue their decline through fiscal year 2010-11. For FY 2011-12 and the following few years, the regions are expected to see flat to moderate levels of growth in assessed valuations.

MV00198329

Long-term financial planning. Each year as part of the budget process, the City prepares a five-year financial plan for the general fund and updates the five-year capital improvement plan (CIP). The five-year financial plan includes the adopted budget plus four years of projections, which provides Council with the expected results of operations based on their budget policy decisions and assumptions about future revenues and expenditures. The five-year capital improvement plan includes all capital projects and identifies the timing of the project as well as the funding source. The first year of the CIP represents the capital expenditure budget for the City.

Awards and Acknowledgements

The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Moreno Valley for its comprehensive annual financial report (CAFR) for the year ended June 30, 2009. This was the twelfth consecutive year that the City has received this prestigious award. The City received the award for publishing an easily readable and efficiently organized CAFR that satisfied both GAAP and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only. I believe that our CAFR continues to meet the Certificate of Achievement Program's requirements and I am submitting it to the GFOA to determine its eligibility for another certificate.

The preparation of this report would not have been possible without the efficient and dedicated services of the entire staff of the Financial & Administrative Services Department and especially the Financial and Treasury Operations Divisions. I would like to express my appreciation to all members of the divisions who assisted and contributed to its preparation. Credit also must be given to other City departments for their assistance and the City Council for their continuous support for maintaining the highest standards of professionalism in the management of the City of Moreno Valley's finances.

Lastly, I would like to thank the City's independent auditors, Mayer Hoffman McCann, for their assistance in preparing this important financial document.

Respectfully submitted,

Richard Teichert
Financial & Administrative Services Director

MV00198330

CITY OF MORENO VALLEY

MUNICIPAL OFFICIALS
June 30, 2010

CITY COUNCIL

Bonnie Flickinger, Mayor
Robin N. Hastings, Mayor Pro Tem
William H. Batey II, Councilmember
Jesse L. Molina, Councilmember
Richard A. Stewart, Councilmember

EXECUTIVE OFFICERS

William Bopf, Interim City Manager
Michelle Dawson, Acting Assistant City Manager
Robert L. Hansen, City Attorney
Jane Halstead, City Clerk
Kyle Kollar, Interim Community Development Director
Barry Foster, Economic Development Director
Steve Elam, Interim Financial & Administrative Services Director
Steve Curley, Fire Chief
John Ruiz, Interim Human Resources Director
Paula Smus, Acting Library Services Manager
Michael McCarty, Parks & Community Services Director
John Anderson, Police Chief
Chris A. Vogt, Public Works Director/City Engineer

MV00198331

City of Moreno Valley Organization Chart

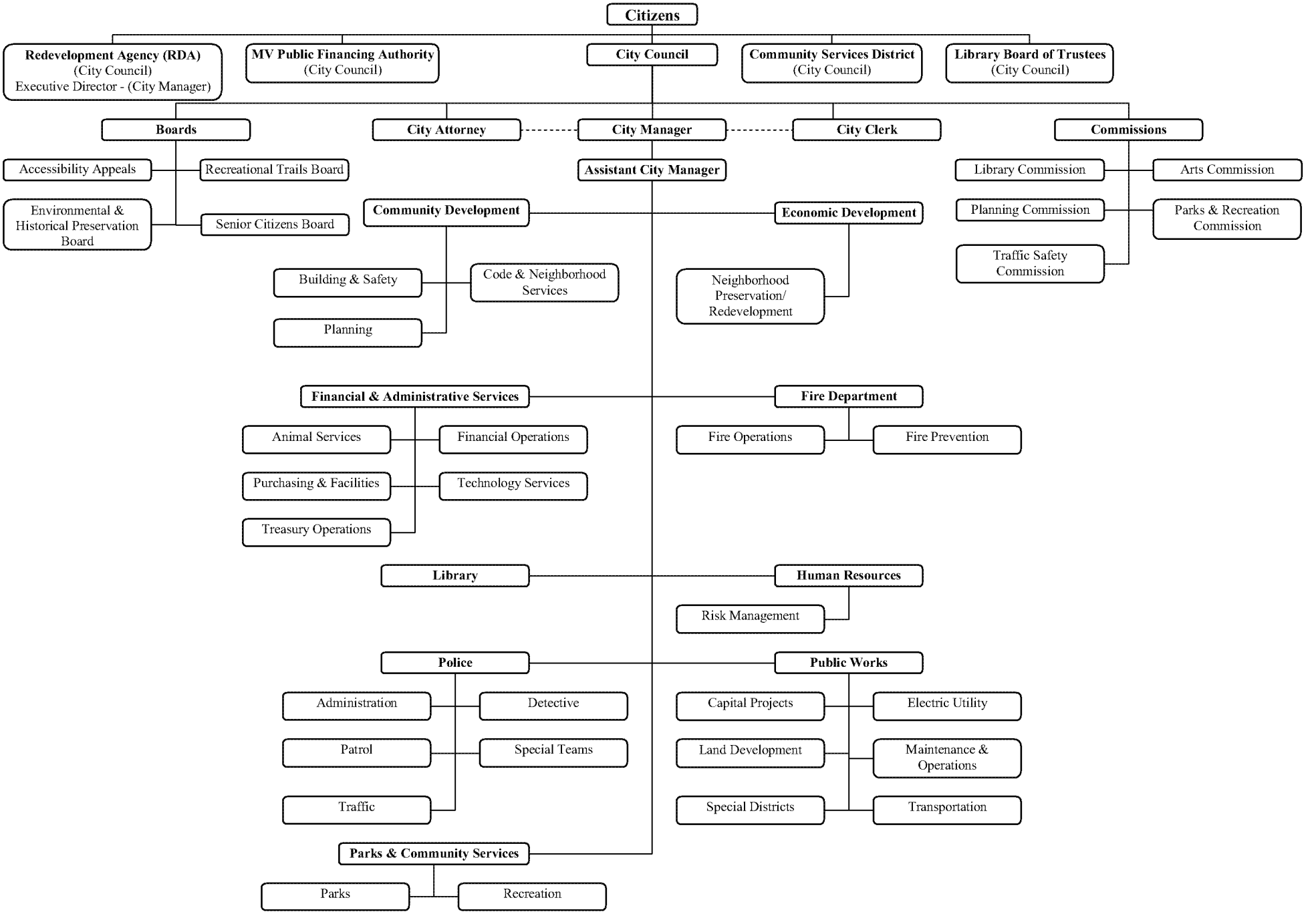

MV00198332

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Moreno Valley California

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended
June 30, 2009

A Certificate of Achievement for Excellence in Financial Reporting is presented by the Government Finance Officers Association of the United States and Canada to government units and public employee retirement systems whose comprehensive annual financial reports (CAFRs) achieve the highest standards in government accounting and financial reporting.

President

Executive Director

MV00198333

Financial Section

Mayer Hoffman McCann P.C.
An Independent CPA Firm

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Irvine, California 92612
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949-263-6520 fx
www.mhm-pc.com

Honorable Mayor and City Council
City of Moreno Valley
Moreno Valley, California

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Moreno Valley, California, as of and for the year ended June 30, 2010, which collectively comprise the City's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the management of the City of Moreno Valley. Our responsibility is to express opinions on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Moreno Valley, California, as of June 30, 2010, and the respective changes in financial position and cash flows, where applicable, and the respective budgetary comparison information for the general fund and major special revenue funds of the City of Moreno Valley, California for the year then ended in conformity with accounting principles generally accepted in the United States of America.

The information identified in the accompanying table of contents as *management's discussion and analysis* is not a required part of the basic financial statements, but is supplementary information required by accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

MV00198335

Honorable Mayor and City Council
City of Moreno Valley
Moreno Valley, California

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Moreno Valley's basic financial statements. The introductory section, combining and individual nonmajor fund financial statements and schedules and statistical tables are presented for purposes of additional analysis and are not a required part of the basic financial statements. The combining and individual nonmajor fund financial statements and schedules have been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, are fairly stated in all material respects in relation to the basic financial statements taken as a whole. The introductory section and statistical tables have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we express no opinion on them.

In accordance with *Government Auditing Standards*, we have also issued our report dated March 24, 2011 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Vavrinek, Trine, Day & Co., LLP

Irvine, California
March 24, 2011

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Management's Discussion and Analysis

As management of the City of Moreno Valley (the City), we offer this narrative overview and analysis of financial activities for the fiscal year ended June 30, 2010. We encourage readers to consider the information presented here in conjunction with additional information furnished in our letter of transmittal, which can be found in the Introductory Section of this Comprehensive Annual Financial Report. All amounts, unless otherwise indicated, are expressed in thousands of dollars.

Financial Highlights

- The assets of the City of Moreno Valley exceeded its liabilities at June 30, 2010 by $950.5 million (*net assets*). Of this amount, $42.1 million (*unrestricted net assets*) may be used to meet the City's ongoing obligations to citizens and creditors.
- The City's governmental activities' net assets increased by $46.3 million, which is largely attributable to an increase in capital assets, in particular infrastructure contributed by developers during the year.
- During the year, the City (which includes the Community Redevelopment Agency of the City of Moreno Valley and the City of Moreno Valley Community Services District) had revenues that were $51.1 million more than the $160.6 million expenses recorded by the City in its governmental and business-type activities.
- The total debt of the City showed a net decrease of $4.2 million (2.8%) during the current fiscal year. The decrease in debt was a result of normal maturity on existing debt.
- The General Fund had an end of year fund balance of $51.3 million. This was a decrease of $0.6 million and a decrease of 1.1% over FY 2008-09.

Overview of Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements, comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains certain supplementary information.

Government-wide financial statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The statement of net assets presents information on all of the City's assets and liabilities, with the difference between the two reported as net assets. Over time, increases or decreases in the net assets may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The statement of activities presents information showing how the City's net assets changed during the most recent fiscal year. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows.* Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

The government-wide financial statements display functions of the City that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City include general government, public safety, community development, community and cultural, public works, and interest on long-term debt. The business-type activities of the City include the Electric Utility.

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The government-wide financial statements include the City and its component units. The City's component units are the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Community Services District, Moreno Valley Public Financing Authority, and the Moreno Valley Public Facilities Financing Corporation. Although legally separate, for all practical purposes these entities function as departments of the City and therefore have been blended as part of the primary government.

Fund financial statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental, proprietary and fiduciary.

Governmental funds. *Governmental funds* are used to account for the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, government fund financial statements focus on *near-term inflows and outflows of spendable resources* as well as on balances of spendable resources available at the end of the fiscal year.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

Information regarding governmental funds is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures and changes in fund balances for the General Fund; Community Services District Zones, and Development Impact Fees Special Revenue Funds; the Redevelopment Agency Capital Projects Funds; and the Redevelopment Agency Debt Service Funds. All of these are considered to be major funds. Data from the other governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the supplementary section of the report in the form of *combining statements.*

The City adopts an annual appropriated budget for its general fund. A budgetary comparison statement has been provided to demonstrate compliance with the budget.

Proprietary funds. The City maintains two different types of proprietary funds--enterprise and internal service funds. Enterprise funds are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City uses an enterprise fund to account for its Electric Utility. *Internal service funds* are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for self-insured insurance programs, central services, technology services, facilities maintenance, equipment maintenance, and equipment replacement. Because these services predominantly benefit governmental rather than business-type functions, they have been included within *governmental activities* in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The Electric Utility, the City's only enterprise fund, is included in the Basic Financial Statements. All internal service funds are combined into a single, aggregated presentation in the proprietary funds financial statements. Individual fund data for the internal service funds is provided in the form of *combining statements* in the supplementary section of the report.

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Fiduciary funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the City. In these cases, the City has a fiduciary responsibility and is acting as *trustee*. The *Statement of Fiduciary Fund Assets and Liabilities,* included in the Basic Financial Statements, separately reports all of the City's fiduciary activities. Detailed information of the fiduciary funds is in the Agency Funds section. Fiduciary funds are *not* reflected in the government-wide financial statements because the resources of those funds are *not* available to support the City's own programs. However, the City is responsible for ensuring that the assets reported in these funds are used for their intended purposes. The accounting used for fiduciary funds is much like that used for proprietary funds.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Government-wide Financial Analysis

The following table presents a summarization of the City's assets, liabilities and net assets for its governmental and business-type activities as of June 30, 2010.

Table 1
Net Assets
(in $000's)

	Governmental Activities		Business-type Activities		Totals	
	2009	2010	2009	2010	2009	2010
Current and other assets	$ 298,590	$ 275,079	$ 12,156	$ 9,566	$ 310,746	$ 284,645
Capital assets	747,543	806,020	31,745	33,529	779,288	839,549
Total assets	1,046,133	1,081,099	43,901	43,095	1,090,034	1,124,194
Current Liabilities	33,253	25,568	5,455	4,196	38,708	29,764
Long-term liabilities	117,514	113,878	30,618	30,059	148,132	143,937
Total liabilities	150,767	139,446	36,073	34,255	186,840	173,701
Net assets:						
Invested in capital assets, net of related debt	704,988	768,346	9,994	12,202	714,982	780,548
Restricted for						
Community development projects	19,961	36,342	-	-	19,961	36,342
Community & cultural	8,591	8,369	-	-	8,591	8,369
Public safety	280	2,103	-	-	280	2,103
Public works	71,336	61,366	-	-	71,336	61,366
Debt service	17,373	15,818	-	-	17,373	15,818
Other programs	3,141	2,546	-	-	3,141	2,546
Permanent funds - nonexpendable	66	169	-	-	66	169
Regulatory contingencies	-	-	1,767	1,158	1,767	1,158
Unrestricted	69,630	46,594	(3,933)	(4,520)	65,697	42,074
Total net assets	$ 895,366	$ 941,653	$ 7,828	$ 8,840	$ 903,194	$ 950,493

As noted earlier, net assets may serve over time as a useful indicator of a government's financial position. In the case of the City of Moreno Valley, assets exceeded liabilities by $950.5 million at June 30, 2010.

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By far the largest portion of the City's net assets (82%) is its investment in capital assets (e.g., land, buildings, machinery, and equipment) net of related debt. The City uses these capital assets to provide services to citizens; consequently, these assets are *not* available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The following table presents a summarization of the changes in net assets of the City's governmental and business-type activities, as of June 30, 2010.

Table 2
Changes in Net Assets
(in $000's)

	Governmental Activities		Business-type Activities		Total	
	2009	2010	2009	2010	2009	2010
Revenues:						
Program Revenues:						
Charges for services	$38,136	$ 25,111	$ 12,431	$ 13,326	$ 50,567	$ 38,437
Operating contributions and grants	12,857	21,512	-	-	12,857	21,512
Capital contributions and grants	31,813	71,923	-	-	31,813	71,923
General Revenues:						
Property tax	28,316	16,837	-	-	28,316	16,837
Property tax in lieu	16,791	13,703	-	-	16,791	13,703
Transient occupancy tax	498	536	-	-	498	536
Sales tax	12,164	10,983	-	-	12,164	10,983
Franchise tax	4,876	4,608	-	-	4,876	4,608
Business license tax	1,052	961	-	-	1,052	961
Utility user's tax	15,081	15,358	-	-	15,081	15,358
Franchise in lieu tax	121	133	-	-	121	133
Documentary transfer tax	598	479	-	-	598	479
Other taxes	2,683	2,279	-	-	2,683	2,279
Intergovernmental	866	547	-	-	866	547
Use of money and property	9,381	10,850	131	61	9,512	10,911
Other	1,788	1,239	-	1,250	1,788	2,489
Total Revenues	177,021	197,059	12,562	14,637	189,583	211,696
Expenses:						
General government	14,949	12,093	-	-	14,949	12,093
Public safety	50,856	58,165	-	-	50,856	58,165
Community development	12,036	29,664	-	-	12,036	29,664
Community and cultural	27,905	22,701	-	-	27,905	22,701
Public works	36,096	14,991	-	-	36,096	14,991
Interest on long-term debt	10,335	9,126	-	-	10,335	9,126
Electric	-	-	14,067	13,812	14,067	13,812
Total Expenses	152,177	146,740	14,067	13,812	166,244	160,552
Change in net assets before transfers	24,844	50,319	(1,505)	825	23,339	51,144
Transfers	654	225	(654)	(225)	-	-
Change in Net Assets	25,498	50,544	(2,159)	600	23,339	51,144
Restatement of Net Assets	1,690	(4,258)	(2,819)	412	(1,129)	(3,846)
Net Assets Beginning	868,179	895,367	12,806	7,828	880,985	903,195
Net Assets Ending	$895,367	$ 941,653	$ 7,828	$ 8,840	$ 903,195	$ 950,493

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Operating contributions and grants increased $8.7 million, 67.3%, over FY 2008-09. This increase was a result of increased economic stimulus monies received for the Neighborhood Stabilization Program, Workforce Housing Program and the Homelessness Prevention Program.

Capital contributions and grants increased $40.1 million, 126.1% over FY 2008-09. This increase was a result of developer contributed assets increasing by $30 million, 120%. Other increases include state Prop 1B bond funds and an increase in federal funding for infrastructure projects.

Property tax revenue decreased $11.5 million, 40.5% under FY 2008-09. This decline was a result of the economic recession. In addition to the general market decline, Prop 8 required the County Assessor to make adjustments reducing property values on all properties, even if they hadn't been sold, therefore accelerating the decline in assessed value.

Governmental Activities

The government's net assets increased by $46.3 million, with total revenues of $197.1 million, total expenses of $146.7 million, transfers in of $0.2 million, and a restatement of previously over-reported net assets of $4.3 million, largely attributed to adjustments to correct loan types and the reporting of certain capital assets and accumulated depreciation. Program revenues were $118.6 million and general revenues were $78.5 million, funding the net difference between program revenues and expenses. The largest single category of revenue was capital contributions and grants at $71.9 million and is also program revenue. This revenue goes directly against expenses in recovering the costs of providing those services. This revenue category increased by $40.1 million over FY 2008-09 primarily due to developer contributed assets as noted above. The second largest single revenue category was charges for services, at $25.1 million. This is program revenue and goes directly against expenses in recovering the costs of providing those services. This revenue category decreased by $13.0 million from FY 2008-09. The third largest single revenue category was operating contributions and grants at $21.5 million, and is program revenue. Property tax was the fourth largest single revenue source at $16.8 million, and utility user's tax was the fifth largest revenue source at $15.4 million. Graph 1 presents the revenues by source for governmental activities for the fiscal year ended June 30, 2010.

Graph 1
Revenues by Source – Governmental Activities

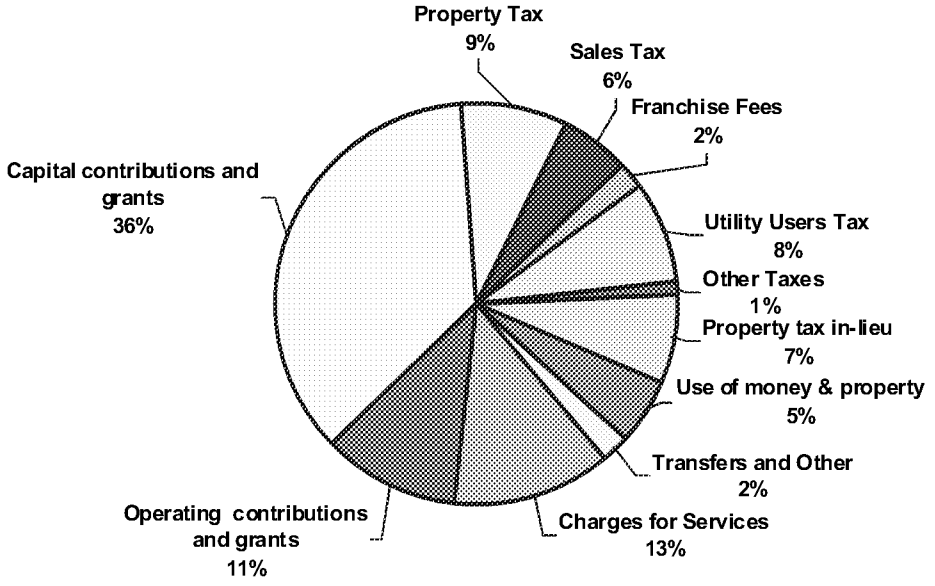

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The single largest expense category was public safety at $58.2 million, accounting for 39.6% of total expenses. Community development was the second largest expense category at $29.7 million and 20.2% of total expenses. Community and cultural was the third largest expense category at $22.7 million. Public works was the fourth largest expense category at $15.0 million, followed by general government at $12.1 million, the fifth largest expense category, and interest on long-term debt at $9.1 million, the sixth largest expense category.

Table 3 presents the cost of each of the six major program categories, and identifies each program's *net cost* (total cost less revenues generated by the activities). The net cost is the financial burden that was placed on the City's taxpayers by each of the activities.

Table 3
Governmental Activities - Net Cost of Services
For the year ended June 30, 2010

	Total Cost of Services	Net Cost of Services
General government	$ 12,093,157	$ (8,846,277)
Public safety	58,165,412	(52,630,719)
Community development	29,663,451	(15,764,188)
Community and cultural	22,700,681	(6,271,839)
Public works	14,990,867	64,445,547
Interest on long-term debt	9,126,054	(9,126,054)
TOTAL	$ 146,739,622	$ (28,193,530)

As illustrated in the above table, program revenues recovered $118.5 million of the cost of providing these services. The City paid for the remaining public benefit portion of these governmental activities with $28.2 million in taxes (some of which were restricted for certain programs) and with other revenues. This governmental activity cost/revenue relationship is further illustrated in the following graph.

Graph 2
Governmental Activities - Net Cost of Services
For the year ended June 30, 2010

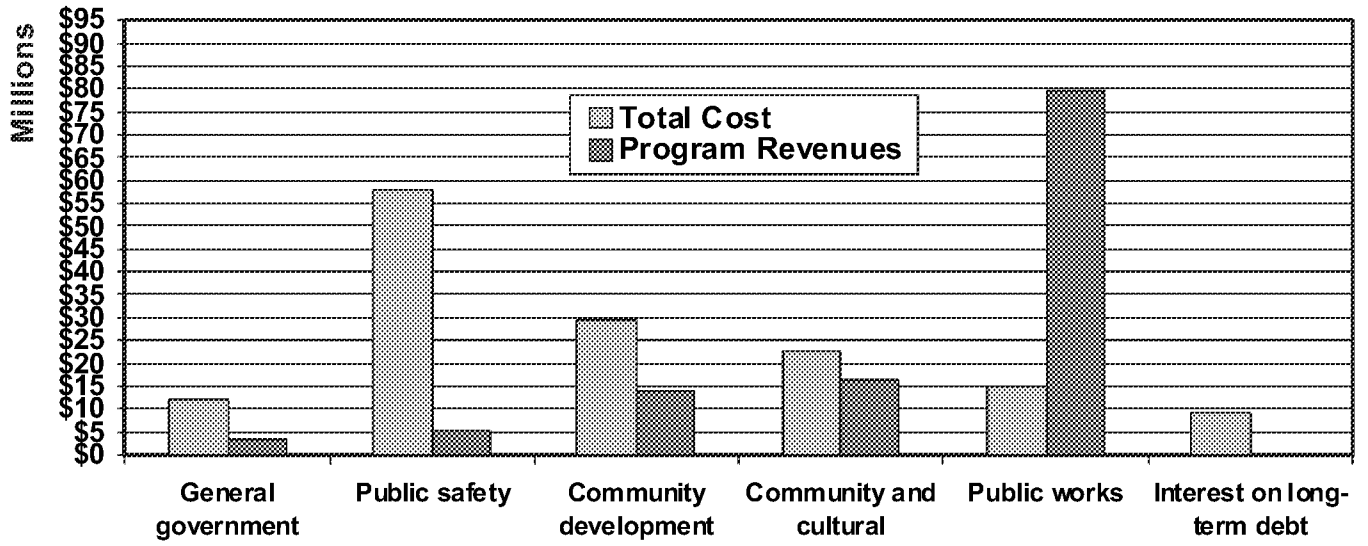

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Business-Type Activities

The City's business-type activities include the activities of the Electric Utility. The net assets of the City's business-type activities increased $1.0 million primarily due to a litigation settlement. The Electric Utility had total revenues of $13.3 million, total expenses of $13.8 million, transfers out of $225,192, and a restatement of previously understated net assets of $412,579. The restatement of net assets corrects the amount of infrastructure previously reported.

THE CITY'S FUNDS

Total fund balances presented in the governmental funds balance sheet are $188.9 million, with the General Fund representing $51.3 million, or 27.2% of the total. The City's General Fund fund balance has reserved $33.8 million for advances to other funds, encumbrances, and prepaid and other assets.

General Fund Financial Results

The General Fund fund balance decreased by $0.6 million over FY 2008-09. The original budget anticipated an $8.7 million decrease. In anticipation of a continued decline in revenues, numerous operating and capital project transfers were made to return previous General Fund monies that were transferred out of the General Fund.

At fiscal year end, six General Fund revenues met or exceeded the amended budget, exceeding budget by $2.4 million. Total revenues fell short of expectations by $2.6 million.

General Fund actual expenditures were $3.3 million less than the final amended budget. Major contributors to this result were in large part due to deferring some projects, delaying in hiring for open positions, and reduced program spending due to additional projected revenue shortfalls.

Other Major Fund Financial Results

The fund balance of the Community Service District Zones Special Revenue Fund, after an adjustment to correct prior year fund balance, decreased by $1.1 million over FY 2008-09. This fund accounts for the administration, operations and maintenance of the City's various service zones established by the Moreno Valley Community Services District. The decrease in fund balance is primarily the result of declining property tax revenues, combined with an increase in contractual services required to be performed.

The fund balance of the Development Impact Fees Special Revenue Fund increased by $4.8 million over FY 2008-09. This fund accounts for the developer impact fees one-time charges used to offset the additional public-service costs of new development. The increase in fund balance is due to the downsizing and reprioritizing of projects. Funds were returned to the special revenue fund's fund balance in order to make the required future debt service payments.

During the year ended June 30, 2010, the City split the Community Redevelopment Capital Projects Fund into two funds: the Community Redevelopment Agency Capital Projects Fund and the Community Redevelopment Agency Debt Service Fund. The Community Redevelopment Capital Projects Fund is used to account for the tax increment revenues collected by the Community Redevelopment Agency and used for administrative expenditures, capital projects with the redevelopment project area, and low and moderate income housing programs as required by law. The fund balance of the Community Redevelopment Agency Capital Projects Fund, after the adjustment to create the debt service fund, increased $3.7 million over FY 2008-09. The increase in fund balance is a result of reducing program spending due to anticipation of possible takeaways by the State for balancing their budget.

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The Community Redevelopment Agency Debt Service Fund is the newly created fund split from the Community Redevelopment Capital Projects Fund in the current year. This fund is used to account for the tax increment revenues and other resources collected by the Community Redevelopment Agency for the payment of Agency debt service. After an adjustment to correct the beginning fund balance, the current year activity decreased fund balance by $6.7 million. The decrease in fund balance is the result of declining property tax revenues, combined with fixed charges for debt service payments.

The net assets of the Electric Enterprise Fund, after an adjustment to correct prior year infrastructure, increased by $1.0 million from FY 2008-09. This fund accounts for the operations of the City's electric utility. The increase is primarily due to a $1,250,000 litigation settlement.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

At the end of 2010, the City's governmental activities had $1.084 billion ($806 million net of depreciation) invested in a broad range of capital assets, including land, buildings and improvements, machinery and equipment, vehicles, park facilities, roads, highways and bridges. The increase of $81.1 million over FY 2008-09 is primarily attributed to the increase in infrastructure. Additionally, adjustments to certain capital assets and depreciation were made to correct prior year reporting.

At June 30, 2010, the City's business-type activities had $36.6 million ($33.5 million net of depreciation) invested in capital assets, primarily utility infrastructure. The increase of $2.6 million over FY 2008-09 is primarily due to the increase in infrastructure and construction in progress. Additionally, an adjustment to infrastructure was made to correct prior year reporting.

Table 4 presents the City's capital assets by asset type.

Table 4
Capital Assets at Year End
(Net of Depreciation)
For the Year Ended June 30, 2010

	Governmental Activities	Business-type Activities
Land	$ 308,409,790	$ 1,237,459
Buildings and improvements	72,234,939	-
Machinery and equipment	2,127,778	-
Vehicles	3,120,782	-
Construction in progress	49,288,732	1,963,713
Infrastructure	370,838,252	30,327,698
Total	$ 806,020,273	$ 33,528,870

Additional information on the City's capital assets can be found in Note 5 to the basic financial statements.

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Long-Term Debt

At year-end, the City's governmental activities had $113.9 million in bonds, certificates of participation, notes and accrued interest, leases and compensated absences, versus $117.5 million last year, a decrease of $3.6 million, or 3.1%. The decrease was the result of normal maturity on existing debt.

At June 30, 2010, the City's business-type activities had $30.1 million in bonds and capital leases versus $30.6 million last year, a decrease of $559,513. The decrease was the result of normal maturity on existing debt. The City was able to meet its current debt obligations in a timely manner. The City has an active Debt Management Committee and a City Council-approved Debt Management Policy. Table 5 provides the total long-term debt by category.

Table 5
Outstanding Debt at Year End
For the Year Ended June 30, 2010

	Governmental Activities	Business-type Activities
Special tax bonds	$ 15,525,000	$ -
Certificates of participation	4,875,000	-
Lease revenue bonds	44,205,000	29,989,484
Tax allocation bonds	42,605,000	-
Notes (plus accrued interest)	2,023,648	-
Capital leases	16,440	36,404
Compensated absences	4,627,762	32,789
Total	$ 113,877,850	$ 30,058,677

Additional information on the City's long-term debt can be found in Note 6 to the basic financial statements.

ECONOMIC FACTORS AND OUTLOOK FOR FUTURE YEARS

Although the focus of this Annual Report is on the economic condition of the City in the fiscal year that ended June 30, 2010, it is important for the City's financial management to report on current issues affecting the City and their economic impact on FY 2009-10 and future years.

Clearly the economic downturn has impacted Moreno Valley, as well as the Inland Region as a whole. Both Riverside and San Bernardino counties will likely see a delayed and much slower economic recovery period.

With a population of 191,754, Moreno Valley is still experiencing population growth, albeit at a slower rate because of the economic downturn impacting California. Moreno Valley remains the second largest city in Riverside County and is presently the fourth largest city in the Inland Region. For the past few years, Moreno Valley has been consistently ranked by the U.S. Census Bureau as one of the 'fastest growing cities in the U.S.'—ranking in the Top 25 of cities with a population over 100,000 for the past four years. Though it has slowed because of the economy, population growth continues in Moreno Valley because of its strategic location at the junction of Interstate I-215 and State Route 60, along with offering a wide array of quality housing options, a family oriented lifestyle and a variety of quality of life amenities.

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New housing development opportunities have long been a mainstay of Moreno Valley's growth and economic foundation. Over the years, the regional economy in the Inland Region of Riverside and San Bernardino counties has been heavily dependent on construction activity, and specifically, the new residential development industry. Moreno Valley was an active area for new home development and this industry peaked in FY 2004-05. Moreno Valley has not escaped the new housing construction decline that has hit the Inland Region especially hard, and residential building permit activity decreased 90% in the City for the period from 2005 to 2010.

New housing developers continue to have confidence in the Moreno Valley market, but the economy must improve before new large scale housing development rebounds to a significant extent. Additional challenges to overcome before new housing rebounds in the Inland Region include improvement in the home foreclosure and unemployment rates.

The City's assessed valuation has experienced a similar trend to that of the new housing development market. According to the Riverside County Assessor, for a six-year period from 2002 to 2008, the City of Moreno Valley's assessed valuation grew an amazing 136% from $5.8 billion in 2002, to $13.7 billion in 2008. With the recession officially starting in fourth quarter of 2007, property assessed valuation decreased in Moreno Valley from FY 2008-09 through FY 2010-11 when assessed valuations are projected to be approximately $10.8 billion. With the conclusion of the Proposition 8 adjustments and a decline in foreclosure activity, the region is seeing stabilization in assessed valuations. For FY 2011-12 and the following few years, the regions are expected to see flat to moderate levels of growth in assessed valuations.

For several years Moreno Valley has experienced substantial non-residential growth including significant new commercial retail and industrial development. The economy has slowed commercial development in Southern California, but Moreno Valley continues to secure new business development opportunities. Although new retail slowed in FY 2009-10, Burlington Coat Factory and 99 Cents Only opened new Moreno Valley locations in spring 2010. Construction is currently underway in the Highland Fairview Business Park beginning with a 1.8 million square foot logistics center to house Sketchers U.S.A. Inc. Construction is estimated to be completed on this initial phase by late fall of 2011.

Creating employment opportunities and job growth is important to the continued development of the community. While new office and industrial development has slowed because of the economy and challenging financing market, Moreno Valley created more than 750 new jobs in FY 2009-10 through several major projects including: Frazee Paint, iHerb, Burlington Coat Factory, O'Reilly Automotive, and the further expansion of the Ross Distribution Center. Once the economy recovers, Moreno Valley is well positioned for future business development opportunities with nearly 15 million square feet of industrial building projects approved, entitled or under development. Creating the proper jobs to housing balance is key to Moreno Valley's continued economic success.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, investors and creditors with a general overview of the City's finances and to show the City's accountability for the money it receives. For component units that publish separate financial statements, those statements can be obtained from the City Clerk. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Financial & Administrative Services Director, City of Moreno Valley, 14177 Frederick Street, P.O. Box 88005, Moreno Valley, California 92552-0805.

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Basic Financial Statements

MORENO VALLEY
WHERE DREAMS SOAR

City of Moreno Valley
Statement of Net Assets
June 30, 2010

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
Assets:			
Pooled cash and investments (note 3)	$ 231,840,072	$ 9,183,217	$ 241,023,289
Receivables:			
Accounts	6,686,580	1,180,465	7,867,045
Notes and loans (note 4)	21,609,393	-	21,609,393
Accrued interest	1,736,809	-	1,736,809
Prepaid costs	49,913	3,313	53,226
Due from other governments	8,438,135	-	8,438,135
Land held for redevelopment	3,916,126	-	3,916,126
Advances to/from other funds (note 7)	801,157	(801,157)	-
Capital assets not being depreciated (note 5)	357,698,522	3,201,172	360,899,694
Capital assets, net of accumulated depreciation (note 5)	448,321,750	30,327,698	478,649,448
Total assets	1,081,098,457	43,094,708	1,124,193,165
Liabilities:			
Current:			
Accounts payable	12,732,706	1,891,977	14,624,683
Accrued payroll liabilities	2,101,507	23,477	2,124,984
Accrued interest payable	1,314,897	273,720	1,588,617
Unearned revenue	847,743	13,794	861,537
Deposits payable	97,339	854,149	951,488
Due to other governments	4,853,895	-	4,853,895
Accrued claims and judgments due within one year	359,000	-	359,000
Long term debt due within one year (note 6)	5,827,461	571,711	6,399,172
Noncurrent:			
Advances from operator	-	1,138,994	1,138,994
Accrued claims and judgments due in more than one year	3,261,000	-	3,261,000
Long term debt due in more than one year (note 6)	108,050,389	29,486,966	137,537,355
Total liabilities	139,445,937	34,254,788	173,700,725
Net Assets:			
Invested in capital assets, net of related debt	768,345,954	12,201,754	780,547,708
Restricted for:			
Community development projects	36,341,964	-	36,341,964
Community & cultural	8,368,534	-	8,368,534
Public safety	2,103,241	-	2,103,241
Public works	61,365,635	-	61,365,635
Debt service	15,818,072	-	15,818,072
Other programs	2,545,781	-	2,545,781
Permanent funds-nonexpendable	169,287	-	169,287
Public purpose programs	-	1,158,200	1,158,200
Unrestricted	46,594,052	(4,520,034)	42,074,018
Total net assets	**$ 941,652,520**	**$ 8,839,920**	**$ 950,492,440**

See Notes to Basic Financial Statements

MV00198348

City of Moreno Valley
STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2010

		Program Revenues	
	Expenses	Charges for Services	Operating Contributions and Grants
Functions/Programs			
Primary Government:			
Governmental Activities:			
General government	$ 12,093,157	$ 3,148,712	$ 66,861
Public safety	58,165,412	4,371,535	1,016,552
Community development	29,663,451	4,071,460	8,909,018
Community and cultural	22,700,681	11,254,752	5,174,090
Public works	14,990,867	2,264,619	6,345,620
Interest on long-term debt	9,126,054	-	-
Total Governmental Activities	**$ 146,739,622**	**$ 25,111,078**	**$ 21,512,141**
Business-Type Activities:			
Electric	13,812,966	13,326,364	-
Total Business-Type Activities	13,812,966	13,326,364	-
Total Primary Government	**$ 160,552,588**	**$ 38,437,442**	**$ 21,512,141**

General Revenues:
Taxes:
Property taxes
Property taxes in lieu
Transient occupancy taxes
Sales taxes
Franchise taxes
Business licenses taxes
Utility users' tax
Other taxes
Franchise in lieu taxes
Documentary transfer tax
Intergovernmental - motor vehicle in lieu, unrestricted
Use of money and property
Miscellaneous
Transfers (note 7)

Total General Revenues and Transfers

Change in Net Assets

Net Assets at Beginning of Year, As Restated (note 10)

Net Assets at End of Year

See Notes to Basic Financial Statements

MV00198349

Capital Contributions and Grants	Net (Expenses) Revenues and Changes in Net Assets: Governmental Activities	Business-Type Activities	Total
$ 31,307	$ (8,846,277)	$ -	$ (8,846,277)
146,606	(52,630,719)	-	(52,630,719)
918,785	(15,764,188)	-	(15,764,188)
-	(6,271,839)	-	(6,271,839)
70,826,175	64,445,547	-	64,445,547
-	(9,126,054)	-	(9,126,054)
$ 71,922,873	**$ (28,193,530)**	**$ -**	**$ (28,193,530)**
-	-	(486,602)	(486,602)
-	-	(486,602)	(486,602)
$ 71,922,873	**$ (28,193,530)**	**$ (486,602)**	**$ (28,680,132)**
	16,836,699	-	16,836,699
	13,703,197	-	13,703,197
	535,775	-	535,775
	10,982,811	-	10,982,811
	4,607,594	-	4,607,594
	961,303	-	961,303
	15,358,341	-	15,358,341
	2,278,529	-	2,278,529
	132,548	-	132,548
	479,208	-	479,208
	547,188	-	547,188
	10,850,116	61,428	10,911,544
	1,238,641	1,250,000	2,488,641
	225,192	(225,192)	-
	78,737,142	**1,086,236**	**79,823,378**
	50,543,612	599,634	51,143,246
	891,108,908	8,240,286	899,349,194
	$ 941,652,520	**$ 8,839,920**	**$ 950,492,440**

MV00198350

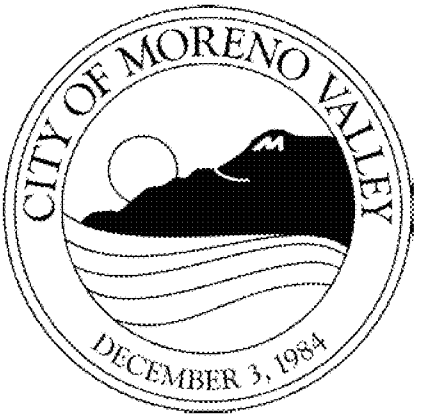

MV00198351

MAJOR GOVERNMENTAL FUNDS

General Fund

This fund is used to account for all financial resources of the city traditionally associated with government which are not required legally or by sound financial management to be accounted for in another fund. This fund now includes the accounting for operations and fire prevention functions.

Community Services District (CSD) Zones Special Revenue Fund

This group of funds is used to account for the revenues expended on the various Community Services District (CSD) programs. There are nine Zones within the Community Services District providing services. Zone A-Parks and Recreation provides citywide park maintenance and recreation programming. Zone B-Residential Street Lighting provides residential subdivision street lighting. Zone C-Arterial Street Lighting provides citywide street lighting on major arterial streets. Zone D-Standard Landscaping provides landscaping for residential developments throughout the City. Zone E-Extensive Landscaping provides landscaping in major developments within the City. Zone L-Library Services provides library services to City residents. Zone M-Medians provides development and maintenance of median within the City. Community Facilities District (CFD) #1 provides maintenance of new neighborhood parks, trails and class 1 bikeways. Zone S – Sunnymead Boulevard Maintenance provides orderly development and maintenance of extensive landscape services for certain improvements constructed by the City and the RDA on Sunnymead Boulevard.

Development Impact Fees Special Revenue Fund

This group of funds is used to account for the restricted fees collected to provide funding for capital improvements related to the impact of development on various City services. The City collects fees for the following: arterial streets, traffic signals, fire facilities, police facilities, parkland facilities, Quimby in-lieu of parks, recreation facilities, library facilities, city hall facilities, corporate yard facilities, interchange improvements, maintenance equipment, and animal shelter facilities.

Community Redevelopment Agency Capital Projects Fund

This fund is used to account for the tax increment revenues collected by the Community Redevelopment Agency and used for administrative expenditures, capital projects within the redevelopment project area, and low and moderate income housing programs as required by law.

Community Redevelopment Agency Debt Service Fund

This fund is used to account for the tax increment revenues and other resources collected by the Community Redevelopment Agency for the payment of Agency debt service.

Other Governmental Funds

These funds constitute all other governmental funds that do not meet the criteria to be a major fund, which is 10% or more of assets, liabilities, revenues or expenditures for the governmental funds and 5% or more of total assets, liabilities, revenues or expenditures for the total governmental and enterprise funds combined. These funds include other Special Revenue Funds, other Capital Projects Funds, all Debt Service Funds and all Permanent Funds of the City.

MV00198352

City of Moreno Valley
Governmental Funds
Combining Balance Sheet
June 30, 2010

		Special Revenue Funds		Capital Projects Fund
	General	**CSD Zones**	**Development Impact Fees**	**Community Redevelopment Agency Capital Projects**
Assets:				
Pooled cash and investments (note 3)	$ 18,372,009	$ 11,266,011	$ 20,206,173	$ 48,428,128
Receivables:				
Accounts	3,398,730	235,130	-	22,578
Notes and loans (note 4)	-	-	-	17,567,422
Interest	1,301,364	-	-	231,023
Prepaid costs	13,455	-	-	-
Due from other governments	3,275,694	1,027,691	-	-
Due from other funds (note 7)	7,005,998	197,320	1,760,878	4,500
Land held for redevelopment	-	-	-	3,916,126
Advances to other funds (note 7)	57,852,991	-	-	3,564,945
Total Assets	**$ 91,220,241**	**$ 12,726,152**	**$ 21,967,051**	**$ 73,734,722**
Liabilities and Fund Balances:				
Liabilities:				
Accounts payable	$ 7,954,156	$ 646,166	$ -	$ 191,611
Accrued liabilities	832,517	343,609	-	77,214
Due to other funds (note 7)	-	3,371,652	-	1,927,292
Due to other governments	6,558	5	-	-
Deferred revenue	30,640,338	783,804	-	231,023
Unearned revenue	497,133	-	-	-
Deposits payable	-	97,339	-	-
Advances from other funds (note 7)	-	-	-	-
Total Liabilities	**39,930,702**	**5,242,575**	**-**	**2,427,140**
Fund Balances:				
Reserved:				
Reserved for encumbrances	23,256	31,977	-	5,238,332
Reserved for prepaid and other assets	13,456	-	-	3,916,126
Reserved for debt service	1,000,000	-	-	-
Reserved for long-term receivables	-	-	-	17,567,422
Reserved for advances to other funds	28,152,248	-	-	3,564,945
Reserved for revolving line of credit	4,600,000	-	-	-
Unreserved:				
Unreserved, reported in nonmajor:				
Special revenue funds	-	-	-	-
Capital project funds	-	-	-	-
Permanent funds	-	-	-	-
Designated:				
Designated for continuing appropriations	93,810	168,450	-	37,587,777
Designated for capital improvements	-	2,799,332	-	-
Designated for contingencies	-	938,157	-	-
Designated for net unrealized investment gain	712,267	-	-	-
Designated for scholarship programs	-	7,684	-	-
Undesignated	16,694,502	3,537,977	21,967,051	3,432,980
Total Fund Balances	**51,289,539**	**7,483,577**	**21,967,051**	**71,307,582**
Total Liabilities & Fund Balances	**$ 91,220,241**	**$ 12,726,152**	**$ 21,967,051**	**$ 73,734,722**

See Notes to Basic Financial Statements

MV00198353

Debt Service Fund: Community Redevelopment Agency Debt Service	Total Nonmajor Governmental Funds	Totals	
			Assets:
$ 32,652,109	$ 67,097,024	$ 198,021,454	Pooled cash and investments (note 3)
			Receivables:
-	3,028,871	6,685,309	Accounts
-	4,041,971	21,609,393	Notes and loans (note 4)
-	204,422	1,736,809	Interest
-	28,147	41,602	Prepaid costs
73,572	4,061,178	8,438,135	Due from other governments
-	90,291	9,058,987	Due from other funds (note 7)
-	-	3,916,126	Land held for redevelopment
220,500	580,657	62,219,093	Advances to other funds (note 7)
$ 32,946,181	**$ 79,132,561**	**$ 311,726,908**	**Total Assets**
			Liabilities and Fund Balances:
			Liabilities:
$ -	$ 3,783,527	$ 12,575,460	Accounts payable
-	691,228	1,944,568	Accrued liabilities
4,713	3,755,330	9,058,987	Due to other funds (note 7)
4,846,739	593	4,853,895	Due to other governments
12,000	364,405	32,031,570	Deferred revenue
-	350,610	847,743	Unearned revenue
-	-	97,339	Deposits payable
61,417,936	-	61,417,936	Advances from other funds (note 7)
66,281,388	**8,945,693**	**122,827,498**	**Total Liabilities**
			Fund Balances:
			Reserved:
-	6,180,337	11,473,902	Reserved for encumbrances
-	28,147	3,957,729	Reserved for prepaid and other assets
22,500,000	15,818,072	39,318,072	Reserved for debt service
-	4,041,971	21,609,393	Reserved for long-term receivables
220,500	580,657	32,518,350	Reserved for advances to other funds
-	-	4,600,000	Reserved for revolving line of credit
			Unreserved:
			Unreserved, reported in nonmajor:
-	19,428,226	19,428,226	Special revenue funds
-	23,940,171	23,940,171	Capital project funds
-	169,287	169,287	Permanent funds
			Designated:
-	-	37,850,037	Designated for continuing appropriations
-	-	2,799,332	Designated for capital improvements
-	-	938,157	Designated for contingencies
-	-	712,267	Designated for net unrealized investment gain
-	-	7,684	Designated for scholarship programs
(56,055,707)	-	(10,423,197)	Undesignated
(33,335,207)	**70,186,868**	**188,899,410**	**Total Fund Balances**
$ 32,946,181	**$ 79,132,561**	**$ 311,726,908**	**Total Liabilities & Fund Balances**

MV00198354

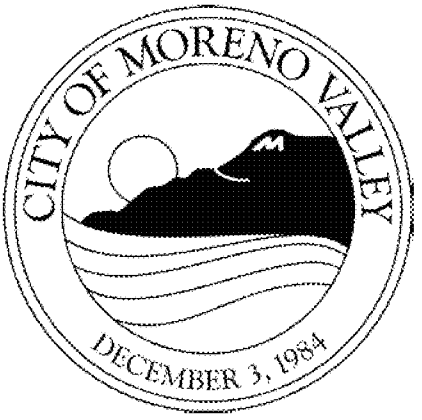

MV00198355

City of Moreno Valley
Reconciliation of the Balance Sheet of Governmental Funds
to the Statement of Net Assets
June 30, 2010

Fund balances of governmental funds	$ 188,899,410
Amounts reported for governmental activities in the statement of net assets are different because:	
Capital assets net of depreciation have not been included as financial resources in governmental fund activity.	
Capital Assets (excludes internal service capital assets)	1,064,795,999
Accumulated Depreciation (excludes internal service accumulated depreciation)	(267,522,277)
Long-term debt and compensated absences that have not been included in the governmental fund activity:	
Long-term debt payable	(109,250,088)
Compensated absences (excludes internal service compensated absences)	(4,079,196)
Accrued interest payable for the current portion of interest due on long-term liabilities has not been reported in the governmental funds.	(1,314,897)
Certain items are reported as revenues in the statement of activities, but do not meet the revenue recognition criteria in order to be reported as revenues in the statement of revenues, expenditures and change in fund balances, and consequently, are reported as deferred revenue in the balance sheet of governmental funds.	32,031,570
Internal service funds are used by management to charge the costs of certain activites, such as equipment management and self-insurance, to individual funds. The assets and liabilities of the internal service funds must be added to the statement of net assets.	38,091,999
Net assets of governmental activities	$ 941,652,520

See Notes to Basic Financial Statements

MV00198356

City of Moreno Valley
Governmental Funds
Statement of Revenues, Expenditures
and Changes in Fund Balances
Year ended June 30, 2010

		Special Revenue Funds	
	General	**CSD Zones**	**Development Impact Fees**
Revenues:			
Taxes:			
Property taxes	$ 9,296,083	$ 3,154,342	$ -
Property taxes in lieu	13,703,197	-	-
Utility taxes	15,358,341	-	-
Sales taxes	9,298,295	-	-
Other Taxes	6,716,428	1,024,603	-
Licenses and permits	1,354,188	-	-
Intergovernmental	1,183,894	14,495	-
Charges for services	7,654,867	10,637,467	644,531
Use of money and property	5,470,852	683,098	662,439
Fines and forfeitures	1,130,414	45,989	-
Miscellaneous	462,247	53,044	-
Total Revenues	**71,628,806**	**15,613,038**	**1,306,970**
Expenditures:			
Current:			
General government	10,296,168	-	-
Public safety	57,450,534	-	-
Community development	5,093,483	-	-
Public works	3,889,593	-	-
Community and cultural	-	16,664,943	-
Capital outlay	43,268	26,105	-
Debt Service:			
Principle retirement	-	-	-
Interest and fiscal charges	-	-	-
Total Expenditures	**76,773,046**	**16,691,048**	**-**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**(5,144,240)**	**(1,078,010)**	**1,306,970**
Other Financing Sources (Uses)			
Transfers in (note 7)	7,330,279	923,188	8,774,196
Transfers out (note 7)	(2,710,323)	(866,129)	(5,263,145)
Total Other Financing Sources (Uses)	**4,619,956**	**57,059**	**3,511,051**
Net Change in Fund Balances	**(524,284)**	**(1,020,951)**	**4,818,021**
Fund Balances, Beginning of Year, as Restated (note 10)	51,813,823	8,504,528	17,149,030
Fund Balances, End of Year	**$ 51,289,539**	**$ 7,483,577**	**$ 21,967,051**

See Notes to Basic Financial Statements

MV00198357

Capital Projects Fund	Debt Service Fund			
Community Redevelopment Agency Capital Projects	Community Redevelopment Agency Debt Service	Total Nonmajor Governmental Funds	Totals	
				Revenues:
				Taxes:
$ 3,782,660	$ 594,942	$ 8,672	$ 16,836,699	Property taxes
-	-	-	13,703,197	Property taxes in lieu
-	-	-	15,358,341	Utility taxes
-	924,570	759,946	10,982,811	Sales taxes
-	-	1,253,926	8,994,957	Other Taxes
-	-	-	1,354,188	Licenses and permits
-	-	37,851,035	39,049,424	Intergovernmental
-	-	1,245,282	20,182,147	Charges for services
1,971,402	1,078,549	983,776	10,850,116	Use of money and property
-	-	-	1,176,403	Fines and forfeitures
9,136	-	714,214	1,238,641	Miscellaneous
5,763,198	**2,598,061**	**42,816,851**	**139,726,924**	**Total Revenues**
				Expenditures:
				Current:
1,601,799	243,764	465,899	12,607,630	General government
-	-	861,182	58,311,716	Public safety
2,531,334	-	7,379,038	15,003,855	Community development
-	-	9,906,721	13,796,314	Public works
-	-	5,317,131	21,982,074	Community and cultural
-	-	26,200,378	26,269,751	Capital outlay
				Debt Service:
-	330,436	3,359,658	3,690,094	Principle retirement
-	5,179,345	4,019,417	9,198,762	Interest and fiscal charges
4,133,133	**5,753,545**	**57,509,424**	**160,860,196**	**Total Expenditures**
1,630,065	**(3,155,484)**	**(14,692,573)**	**(21,133,272)**	***Excess (Deficiency) of Revenues Over (Under) Expenditures***
				Other Financing Sources (Uses)
2,025,689	4,237	10,265,345	29,322,934	Transfers in (note 7)
-	(3,594,069)	(13,673,296)	(26,106,962)	Transfers out (note 7)
2,025,689	**(3,589,832)**	**(3,407,951)**	**3,215,972**	**Total Other Financing Sources (Uses)**
3,655,754	**(6,745,316)**	**(18,100,524)**	**(17,917,300)**	***Net Change in Fund Balances***
67,651,828	(26,589,891)	88,287,392	206,816,710	**Fund Balances, Beginning of Year, as Restated (note 10)**
$ 71,307,582	**$ (33,335,207)**	**$ 70,186,868**	**$ 188,899,410**	**Fund Balances, End of Year**

MV00198358

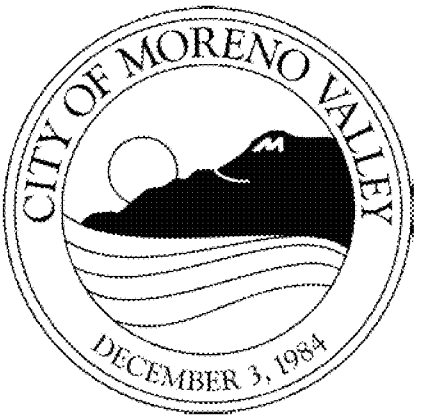

MV00198359

City of Moreno Valley
Reconciliation of the Staement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities
Year ended June 30, 2010

Net change in fund balances - total governmental funds	$	(17,917,300)
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the costs of those assets is allocated over their estimated useful lives as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.		
Capital outlay (excludes internal service capital outlay)		26,269,751
Depreciation expense (excludes internal service depreciation)		(21,805,405)
Contributed capital assets are not reported in governmental funds. However, in the statement of activities, the value of these assets are recorded as capital contributions.		57,484,065
Repayment of the principal of long-term debt is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net assets.		3,690,094
Accrued interest expense on long-term debt is reported on the government-wide statements, but does not require the use of current financial resources; therefore accrued interest is not reported as expenditures in the fund financial statements. This is the net change in accrued interest for the current period.		72,708
Compensated absences expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. This is the net change in compensated absences for the period.		20,362
Certain items are reported as revenues in the statement of activities, but do not meet the revenue recognition criteria in order to be reported as revenues in the statement of revenues, expenditures and changes in fund balances, and consequently, are reported as deferred revenue in the balance sheet of governmental funds.		2,375,138
Internal service funds are used by management to charge the costs of certain activities, such as equipment management and self-insurance, to individual funds. The net revenues (expenses) of the internal service funds is reported with governmental activities.		354,199
Change in net assets of governmental activities	$	50,543,612

See Notes to Basic Financial Statements

MV00198360

City of Moreno Valley
General Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Taxes:				
Property Taxes	$ 11,700,001	$ 11,700,001	$ 9,296,083	$ (2,403,918)
Property taxes in lieu	14,100,000	14,100,000	13,703,197	(396,803)
Utility taxes	14,970,000	14,970,000	15,358,341	388,341
Sales taxes	9,735,000	9,735,000	9,298,295	(436,705)
Other taxes	6,256,500	6,256,500	6,716,428	459,928
Licenses and permits	1,456,614	1,456,614	1,354,188	(102,426)
Intergovernmental	1,056,326	1,056,326	1,183,894	127,568
Charges for services	9,326,345	9,326,345	7,654,867	(1,671,478)
Use of money and property	4,350,614	4,400,614	5,470,852	1,070,238
Fines and forfeitures	1,087,000	1,087,000	1,130,414	43,414
Miscellaneous	165,650	180,180	462,247	282,067
Total Revenues	**74,204,050**	**74,268,580**	**71,628,806**	**(2,639,774)**
Expenditures:				
Current:				
General government				
City council	650,520	588,320	545,316	43,004
City manager	1,603,927	1,697,000	1,708,904	(11,904)
City clerk	620,108	617,661	464,559	153,102
City attorney	1,093,900	1,150,000	1,043,838	106,162
Economic development	684,755	540,000	483,846	56,154
Financial and administrative services	3,145,793	3,293,600	3,219,857	73,743
Human resources	967,200	1,149,165	966,293	182,872
Non-departmental	2,329,932	2,547,340	1,867,455	679,885
Public safety				
Police	39,909,509	39,590,967	38,726,538	864,429
Fire	16,111,775	15,566,320	15,173,224	393,096
Animal services	2,432,419	2,432,081	2,372,784	59,297
Emergency operations/volunteer services	590,842	603,592	593,830	9,762
Crossing guards	602,126	602,126	619,308	(17,182)
Community development	5,836,630	5,263,586	5,093,483	170,103
Public works	4,250,537	4,457,840	3,893,811	564,029
Total Expenditures	**80,829,973**	**80,099,598**	**76,773,046**	**3,326,552**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(6,625,923)	(5,831,018)	(5,144,240)	686,778
Other Financing Sources (Uses):				
Transfers in (note 7)	634,298	6,757,589	7,330,279	572,690
Transfers out (note 7)	(2,666,840)	(2,699,807)	(2,710,323)	(10,516)
Total Other Financing Sources (Uses)	**(2,032,542)**	**4,057,782**	**4,619,956**	**562,174**
Net Change in Fund Balances	(8,658,465)	(1,773,236)	(524,284)	1,248,952
Fund Balances, Beginning of Year, as restated	51,813,823	51,813,823	51,813,823	-
Fund Balances, End of Year	**$ 43,155,358**	**$ 50,040,587**	**$ 51,289,539**	**$ 1,248,952**

See Notes to Basic Financial Statements

MV00198361

City of Moreno Valley, California
Community Services District Zones Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Taxes:				
Property Taxes	$ 4,077,208	$ 4,077,208	$ 3,154,342	$ (922,866)
Other taxes	959,760	959,760	1,024,603	64,843
Intergovernmental	32,000	32,000	14,495	(17,505)
Charges for services	11,111,494	11,111,494	10,637,467	(474,027)
Use of money and property	603,293	603,293	683,098	79,805
Fines and forfeitures	56,500	56,500	45,989	(10,511)
Miscellaneous	30,850	37,916	53,044	15,128
Total Revenues	**16,871,105**	**16,878,171**	**15,613,038**	**(1,265,133)**
Expenditures:				
Current:				
Community and cultural	18,542,915	17,370,016	16,664,944	705,072
Capital outlay	291,671	611,420	26,105	585,315
Total Expenditures	**18,834,586**	**17,981,436**	**16,691,049**	**1,290,387**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,963,481)	(1,103,265)	(1,078,011)	25,254
Other Financing Sources (Uses):				
Transfers in (note 7)	930,774	905,774	923,188	17,414
Transfers out (note 7)	(25,000)	(800,000)	(866,129)	(66,129)
Total Other Financing Sources (Uses)	**905,774**	**105,774**	**57,059**	**(48,715)**
Net Change in Fund Balances	(1,057,707)	(997,491)	(1,020,952)	(23,461)
Fund Balances, Beginning of Year, as restated	8,504,529	8,504,529	8,504,529	-
Fund Balances, End of Year	**$ 7,446,822**	**$ 7,507,038**	**$ 7,483,577**	**$ (23,461)**

See Notes to Basic Financial Statements.

MV00198362

City of Moreno Valley, California
Development Impact Fees Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Taxes:				
Charges for services	$ 1,615,019	$ 1,615,019	$ 644,531	$ (970,488)
Use of money and property	314,113	314,113	662,439	348,326
Total Revenues	**1,929,132**	**1,929,132**	**1,306,970**	**(622,162)**
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,929,132	1,929,132	1,306,970	(622,162)
Other Financing Sources (Uses):				
Transfers in (note 7)	-	419,837	8,774,196	8,354,359
Transfers out (note 7)	(5,129,327)	(5,263,143)	(5,263,145)	(2)
Total Other Financing Sources (Uses)	**(5,129,327)**	**(4,843,306)**	**3,511,051**	**8,354,357**
Net Change in Fund Balances	(3,200,195)	(2,914,174)	4,818,021	7,732,195
Fund Balances, Beginning of Year	17,149,030	17,149,030	17,149,030	-
Fund Balances, End of Year	**$ 13,948,835**	**$ 14,234,856**	**$ 21,967,051**	**$ 7,732,195**

See Notes to Basic Financial Statements.

MV00198363

MV00198364

PROPRIETARY FUNDS

ENTERPRISE FUND:

Electric Fund

This fund is used to account for the operations of the City electric utility, with its basic purpose to purchase and distribute electricity to customers in the City's newly developed areas under the "Greenfield" concept. The City began serving its first customers in February 2004.

INTERNAL SERVICE FUNDS:

Internal Service Funds

These funds are used to account for services provided to other departments on a cost reimbursement basis. These services include providing insurance benefits, maintaining and replacing information systems, facilities maintenance, vehicle and equipment maintenance, and accumulating cash reserves for equipment replacement.

MV00198365

City of Moreno Valley
Proprietary Funds
Statement of Fund Net Assets
June 30, 2010

	Enterprise Fund - Electric	Governmental Activities - Internal Service Funds
Assets:		
Current:		
Pooled cash and investments (note 3)	$ 9,183,217	$ 33,818,618
Receivables:		
Accounts	1,180,465	1,271
Prepaid costs	3,313	8,311
Noncurrent:		
Capital assets, not being depreciated (note 5)	3,201,172	263,335
Capital assets, net of accumulated depreciation (note 5)	30,327,698	8,483,215
Total Assets	**43,895,865**	**42,574,750**
Liabilities:		
Current:		
Accounts payable	1,891,977	157,246
Accrued payroll liabilities	23,477	156,939
Unearned revenue	13,794	-
Deposits payable	854,149	-
Interest Payable	273,720	-
Compensated absences (note 6)	32,789	206,470
Bonds, notes and loans payable (note 6)	538,922	-
Noncurrent:		
Advances from other funds (note 7)	801,157	-
Advances from operator	1,138,994	-
Self-insurance payable	-	3,620,000
Compensated absences (note 6)	-	342,096
Bonds, notes and loans payable (note 6)	29,486,966	-
Total Liabilities	**35,055,945**	**4,482,751**
Net Assets		
Invested in capital assets, net of related debt	12,201,754	8,746,550
Restricted for:		
Public purpose programs	1,158,200	-
Unrestricted	(4,520,034)	29,345,449
Total Net Assets	$ 8,839,920	$ 38,091,999

See Notes to Basic Financial Statements

MV00198366

City of Moreno Valley
Proprietary Funds
Statement of Revenues,
Expenses and Changes in Fund Net Assets
Year ended June 30, 2010

	Enterprise Fund - Electric	Governmental Activities - Internal Service Funds
Operating Revenues:		
Sales and service charges	$ 12,959,454	$ 13,240,617
Miscellaneous	288,110	40,050
Total Operating Revenues	**13,247,564**	**13,280,667**
Operating Expenses:		
Electricity purchased	7,089,557	-
Services and supplies	2,866,327	-
Distribution share	1,395,090	-
Cost of services	-	7,109,748
Self-insurance claims and charges	-	1,963,760
Depreciation	773,971	862,180
Total Operating Expenses	**12,124,945**	**9,935,688**
Operating Income (Loss)	**1,122,619**	**3,344,979**
Nonoperating Revenues (Expenses):		
Investment earnings	61,428	-
Interest expense	(1,688,021)	-
Engineering plan check fees	78,800	-
Litigation settlement	1,250,000	-
Total Nonoperating Revenues (Expenses)	**(297,793)**	**-**
Income (Loss) Before Transfers	**824,826**	**3,344,979**
Transfers:		
Transfers in (note 7)	-	100,000
Transfers out (note 7)	(225,192)	(3,090,780)
Net Transfers	**(225,192)**	**(2,990,780)**
Net Change in Assets	**599,634**	**354,199**
Net Assets:		
Beginning of Year, as restated (note 10)	8,240,286	37,737,800
Net Assets, End of Year	**$ 8,839,920**	**$ 38,091,999**

See Notes to Basic Financial Statements

MV00198367

City of Moreno Valley
Proprietary Funds
Statement of Cash Flows
Year ended June 30, 2010

	Enterprise Fund - Electric	Governmental Activities - Internal Service Fund
Cash Flows from Operating Activities:		
Cash received from customers	$ 13,087,299	$ 13,240,810
Cash payments to suppliers for goods and services	(11,841,798)	(3,783,781)
Cash payments for claims	-	(1,876,760)
Cash payments to employees for services	(787,943)	(3,387,653)
Proceeds for litigation settlement	1,250,000	-
Other operating revenues (expenses)	288,110	40,050
Net Cash Provided (Used) by Operating Activities	**1,995,668**	**4,232,666**
Cash Flows from Noncapital Financing Activities:		
Cash received from other funds	-	100,000
Cash paid to other funds	(1,003,733)	(3,090,780)
Advances received from operator	312,382	-
Net Cash Provided (Used) by Noncapital Financing Activities	**(691,351)**	**(2,990,780)**
Cash Flows from Capital and Related Financing Activities:		
Acquisition and construction of capital assets	(2,145,740)	(432,196)
Engineering plan check fees	78,800	-
Advances repaid to developers	(241,005)	-
Principal paid on capital-related debt	(545,202)	-
Interest and fiscal charges on capital-related debt	(1,692,162)	-
Net Cash Provided (Used) by Capital and Related Financing Activities	**(4,545,309)**	**(432,196)**
Cash Flows from Investing Activities:		
Interest received	61,428	-
Net Cash Provided (Used) by Investing Activities	**61,428**	**-**
Net Increase (Decrease) in Cash and Investments	(3,179,564)	809,690
Cash and Cash Equivalents at Beginning of Year	12,362,781	33,008,928
Cash and Cash Equivalents at End of Year	**$ 9,183,217**	**$ 33,818,618**
Reconciliation of Income (Loss) to Net Cash Provided (Used) by Operating Activities:		
Operating income (loss)	$ 1,122,619	$ 3,344,979
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:		
Depreciation	773,971	862,180
Proceeds for litigation settlement	1,250,000	-
Decrease (increase) in accounts receivable	189,681	193
Decrease (increase) in prepaid expenses	(300)	97
Decrease (increase) in inventories	-	6,796
Increase (decrease) in accounts payable	517,923	(136,296)
Increase (decrease) in accrued payroll liabilities	(14,677)	(6,102)
Increase (decrease) in accrued liabilities	(1,767,402)	-
Increase (decrease) in deferred revenue	13,794	-
Increase (decrease) in deposits payable	(75,630)	-
Increase (decrease) in compensated absences	(14,311)	73,819
Increase (decrease) in self-insurance payable	-	87,000
Total Adjustments	**873,049**	**887,687**
Net Cash Provided (Used) by Operating Activities	**$ 1,995,668**	**$ 4,232,666**

Schedule of Noncash Investing, Capital and Noncapital Financing Activities:

There were no significant noncash investing, capital and noncapital financing activities for the year ended June 30, 2010.

See Notes to Basic Financial Statements

MV00198368

FIDUCIARY FUNDS:

Fiduciary Funds

These funds are used to account for assets held in an agency or trustee capacity for others. These funds cannot be used to support the City's own programs.

MV00198369

City of Moreno Valley
Fiduciary Funds
Statement of Fiduciary Funds Assets and Liabilities
June 30, 2010

		Total
Assets:		
Pooled cash and investments (note 3)	$	7,625,057
Receivables:		
Accounts		1,395
Due from other governments		26,416
Total Assets	**$**	**7,652,868**
Liabilities:		
Accounts payable	$	143,019
Deposits payable		6,435,634
Payable to trustee		1,074,215
Total Liabilities	**$**	**7,652,868**

See Notes to Basic Financial Statements

MV00198370

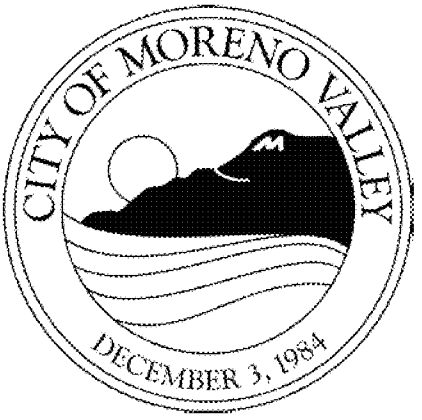

MV00198371

Notes to Basic Financial Statements

MORENO VALLEY
WHERE DREAMS SOAR

Note 1: Organization and Summary of Significant Accounting Policies

a. Description of the Reporting Entity

The City of Moreno Valley, California (the City), is located in the County of Riverside and was incorporated on December 3, 1984 under the general laws of the State of California. The City operates under an elected Council/City Manager form of government. The City's major operations include police and fire protection, public works, parks, recreation and certain social services and general administration services.

Reporting Entity

Accounting principles generally accepted in the United States of America require that these financial statements represent the City of Moreno Valley and its component units. A component unit is included in the primary government's financial statements if the governing body is substantively the same as that of the City or if the component unit provides services or other benefits almost entirely to the primary government. The component units discussed below are included in the City's reporting entity because of their operational significance or financial relationships with the City. These component units are controlled by common governing boards, which are substantively the same as the City's and are presented as blended component units for financial reporting purposes. The component units have the same fiscal year end as the City. For those that publish separate financial statements, those statements can be obtained from the City Clerk.

- The Community Redevelopment Agency of the City of Moreno Valley (the Agency) was established pursuant to the State of California Health and Safety Code, Section 53601, entitled Community Redevelopment Law. Its purpose is to prepare and carry out plans for the improvement, rehabilitation and redevelopment of blighted areas within the City of Moreno Valley.

- The Moreno Valley Community Services District (the District) was established pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982. Its purpose is to finance the acquisition and construction of certain major public capital infrastructure and improvements within the boundaries of the Community Facilities Districts.

- Community Facilities District No. 2 (Moreno Valley Auto Mall), Community Facilities District No. 3 (Auto Mall Refinancing), and Community Facilities District No. 87-1 and 87-1, IA#1 (Towngate) were established pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982. Their purpose is to finance the acquisition and construction of certain major public capital infrastructure and improvements within the boundaries of the Community Facilities Districts and they are governed by City Council.

- Moreno Valley Public Facilities Financing Corporation (MVPFFC) and the Moreno Valley Public Financing Authority (MVPFA) are nonprofit public benefit corporations, formed for the purpose of providing public facility financing to the City. The Corporations' Boards of Directors are each composed of the five elected City Council members. Both Corporations may acquire, construct, rehabilitate, remodel, improve, install and finance or lease various facilities, land and equipment for the benefit of the City.

- Industrial Development Authority (the Authority) was established pursuant to the "California Industrial Development Financing Act" of the California Government Code. The Authority was established for the purpose of financing the construction, acquisition and equipment of certain land and facilities within the City of Moreno Valley and is governed by the City Council. The Authority did not report any activity for the current year.

The accounting policies of the City of Moreno Valley conform with generally accepted accounting principles as applicable to governments. The following is a summary of the significant policies.

MV00198373

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

b. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net assets and the statement of changes in net assets) report information on all of the nonfiduciary activities of the primary government and its component units. For the most part, the effect of interfund activity has been removed from these statements. The primary government is reported separately from certain legally separate component units for which the primary government is financially accountable.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Certain indirect costs are included in the program expense reported for individual functions and activities. Program revenues include: 1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds are reported as separate columns in the fund financial statements.

c. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Agency funds use the accrual basis of accounting. Agency funds are not considered to have a measurement focus for financial reporting purposes.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period, while grant revenues have an availability period of 120 days.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, franchise taxes, licenses and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenue of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.

The City reports the following major governmental funds:

The General Fund is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

MV00198374

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

c. Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued)

The CSD Zones Special Revenue Fund accounts for the following:

- CSD Zone A - administration and maintenance of the parks and community service facilities and programs.
- CSD Zone B - operations necessary to process and administer the residential street lighting program.
- CSD Zone C - operations necessary to process and administer the arterial street lighting program.
- CSD Zone D - operations necessary to provide landscaping in and around residential developments.
- CSD Zone E - operations necessary to provide high-service level landscape maintenance in and around specific major residential developments.
- CSD Zone L - operations necessary to process and administer the library service program.
- CSD Zone M - operations necessary to provide orderly development and maintenance of medians within the City of Moreno Valley designated as Zone M.
- CFD #1 - provides funding for maintenance of new neighborhood parks, trails and Class-I bikeways.
- CSD Zone S – provides orderly development and maintenance of extensive landscape services for commercial sites on Sunnymead Boulevard.

The City has elected to report its Development Impact Fees fund as a major governmental type fund. The Development Impact Fees Special Revenue Fund accounts for the following developer impact fees:

- Arterial Street development impact fees
- Traffic Signal development impact fees
- Fire Facility development impact fees
- Police Facility development impact fees
- Park Land Facility development impact fees
- Quimby In-Lieu Park Fees
- Recreation Center development impact fees
- Libraries development impact fees
- City Hall development impact fees
- Corporate Yard development impact fees
- Interchange Improvements development impact fees
- Maintenance Equipment development impact fees
- Animal Shelter development impact fees

The Community Redevelopment Agency Capital Projects Fund accounts for the revenues received and expenditures made for redevelopment operations.

The Community Redevelopment Agency Debt Service Fund accounts for the tax increment revenues and other resources collected by the Community Redevelopment Agency for the payment of Agency debt service.

The City elected to report its enterprise fund as a major business-type fund.

- The Electric Fund accounts for the operations of the City's electric utility.

MV00198375

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

c. Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued)

Additionally the government reports the following fund types:

Internal Service Funds account for financial transactions related to repair, replacement and maintenance of City-owned equipment, the City's self-insurance programs and the City's general information systems and telecommunications hardware and software. These services are provided to other departments or agencies of the City on a cost reimbursement basis.

The Agency Funds are used to report resources held by the City in a purely custodial capacity, which includes assets held on behalf of customers and trustees for the Assessment Districts, TUMF and MSHCP Trust funds.

Private-sector standards of accounting and financial reporting issued prior to December 1989 generally are followed in both the government-wide and proprietary fund financial statements to the extent that those standards do not conflict with or contradict guidance of the Governmental Accounting Standards Board. Governments also have the option of following subsequent private-sector guidance for their business-type activities and enterprise funds, subject to this same limitation. The government has elected not to follow subsequent private-sector guidance.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the government's proprietary funds function and various other functions of the government. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as program revenues include: 1) charges to customers or applicants for goods, services or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Internal Service Funds are charges to customers for sales and services. Operating expenses for Internal Service Funds include the cost of sales and services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, then unrestricted resources as they are needed.

d. Assets, Liabilities and Net Assets or Equity

Deposits, Investments, Cash and Cash Equivalents

The City's cash and cash equivalents are considered to be cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition.

Investments for the City, as well as for its component units, are reported at fair value except for investment contracts that are reported at cost because they are not transferable and they have terms that are not affected by changes in market interest rates. The City's policy is generally to hold investments until maturity or until market values equal or exceed cost. The State Treasurer's Investment Pool operates in accordance with appropriate state laws and regulations. The reported value of the pool is the same as the fair value of the pool shares.

Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds". Any residual balances outstanding between the

MV00198376

1: Organization and Summary of Significant Accounting Policies (Continued)

d. Assets, Liabilities and Net Assets or Equity (Continued)

governmental activities and business-type activities are reported in the government-wide financial statements as "advances to/from from other funds".

Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

All trade and property tax receivables are shown net of an allowance for uncollectibles.

Inventory and Prepaid Items

Inventories in the Central Services Internal Service Fund and the Equipment Maintenance Internal Service Fund are valued at cost using the first-in/first-out (FIFO) method. Inventory consists of expendable supplies held for consumption.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. The fund balances in the governmental fund types have been reserved for amounts equal to the prepaid items in the fund-level statements, since these amounts are not available for appropriation.

Capital Assets

Capital assets, which include property, plant, equipment and infrastructure assets (e.g., roads, bridges, sidewalks and similar items), are reported in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of more than $5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Buildings and Improvements	5 – 50
Furniture and Equipment	3 – 15
Vehicles	3 – 10
Infrastructure	25 – 50

Deferred Revenue and Unearned Revenue

The City reports deferred revenue in the fund-level statements. Deferred revenue arises when potential revenue does not meet both the "measurable" and "available" criteria for recognition in the current period. In subsequent periods, when both revenue recognition criteria are met, or when the City has a legal claim to the resources, the liability for deferred revenue is removed and revenue is recognized.

The City reports unearned revenue in the fund-level statements and in the Statement of Net Assets. Unearned revenue arises when the City receives resources before it has a legal claim to them, as when grant monies are received prior to the incurrence of qualifying expenditures.

MV00198377

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

d. Assets, Liabilities and Net Assets or Equity (Continued)

Compensated Absences

It is the government's policy to permit employees to accumulate earned but unused annual leave benefits. The City records the annual leave liability using benefits earned by employees at the balance sheet date that will result in termination payments rather than compensated absences. The City records the annual leave liability using the dollar value of employees' rights to receive compensation attributable to services already rendered.

Long-Term Obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities. Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are reported as deferred charges and amortized over the term of the related debt.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Land Held for Redevelopment

Land purchased for the purposes of resale (or contribution to a redevelopment project) is recorded at the cost to purchase the property or, upon entering into a contract for sale, the estimated net realizable value, if lower.

Fund Equity

In the fund financial statements, governmental funds report reservations of fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Designations of fund balance represent tentative management plans that are subject to change.

Property Taxes

Property taxes attach as an enforceable lien on property as of January 1. Secured property taxes are payable in two installments with December 10 the last day to pay the first installment of secured property taxes without penalty, and April 10 the last day to pay the second installment of secured property taxes without penalty. Unsecured personal property taxes are due in a single installment on August 31. The County of Riverside bills and collects the property taxes and remits them to the City in installments during the year. Property taxes received within 60 days after the City's fiscal year end are considered "measurable" and "available" and are accrued in the City's financial statements.

Note 2: Stewardship, Compliance and Accountability

a. Budgetary Information

Budgets are legally adopted and formal budgetary integration is employed as a management control device during the year for all Governmental Fund types. The budget is prepared on a GAAP (Generally Accepted Accounting Principles) basis. From the effective date of the budget, the amounts stated therein as proposed expenditures become appropriations to the various City departments.

The City Council may amend the budget only during a regular meeting, providing that sufficient monies are available and that expenditures of proceeds of taxes will not be increased beyond the constitutional appropriation limit as imposed by Article XIIIB of the State Constitution.

MV00198378

Note 2: Stewardship, Compliance and Accountability (Continued)

a. Budgetary Information (Continued)

The City's formal budgetary process begins at the operating program level. Departmental budgets are comprised of the various operating program budgets. Operating programs do not cross departmental lines. Individual fund budgets consist of the departmental budgets; departmental budgets may cross fund lines.

Individual fund budgets are, in all cases where appropriations are required, the same as the appropriation amounts. In the case of the Governmental Fund types, unexpended budgeted amounts, except for amounts relating to capital projects, lapse at the end of the budget year. Spending control (legal level) for most funds is established by the amount of expenditures budgeted at the departmental and fund levels. Accordingly, the General Fund expenditures are displayed in the supplementary schedules at the department level and the Special Revenue, Debt Service and Capital Projects Funds expenditures are displayed at the function level. Management control is exercised at the line item level in each operating program. Management can transfer budgeted amounts between operating programs, departments or funds, provided that such transfers do not increase the overall budget. Appropriations that increase the budget require City Council approval.

Note 3: Cash and Investments

As of June 30, 2010, cash and investments were reported in the accompanying financial statements as follows:

Governmental Activities:	
Governmental Funds	$ 198,021,454
Internal Service Funds	33,818,618
Business-Type Activities	9,183,217
Fiduciary Funds	7,625,057
Total Cash and Investments	$ 248,648,346

Cash and investments as of June 30, 2010 consist of the following:

Cash and Cash Equivalents:	
Petty cash and change boxes	$ 9,477
Demand deposit	2,576,220
Investments	221,239,134
Cash and Investments with fiscal agents	24,823,515
Total Cash and Investments	$ 248,648,346

The City follows the practice of pooling cash and investments of all funds, except for funds required to be held by fiscal agents under provisions of bond indentures. Interest income earned on pooled cash and investments is allocated monthly to the various funds based on monthly cash and investment balances. Interest income from cash and investments with fiscal agents is credited directly to the related fund.

Deposits

The California Government Code requires California banks and savings and loan associations to secure a City's deposits by pledging government securities with a value of 110% of a City's deposits. California law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of a City's total deposits. The City Treasurer may waive the collateral requirement for deposits which are fully insured up to $250,000 by the FDIC. The collateral for deposits in federal and state chartered banks is held in safekeeping by an authorized Agent of Depository recognized by the State of California Department of Banking. The collateral for deposits with savings and loan associations is generally held in safekeeping by the Federal Home Loan Bank in San Francisco, California as an Agent of Depository. These securities are physically held in an undivided pool for all California public agency depositors. Under Government Code Section 53655, the placement of securities by a bank or savings and loan association with an "Agent of Depository" has the effect of perfecting the security interest in the name of the local government agency. Accordingly, all collateral held by the California Agents of Depository are considered to be held for, and in the name of, the local government agency.

MV00198379

Note 3: Cash and Investments (Continued)

Investments

Under provisions of the City's investment policy, and in accordance with the California Government Code, the following investments are authorized:

- U.S. Treasury Bills, Notes and Bonds
- Government Sponsored Enterprises (GSE's) or U.S. Agencies
- California State Local Agency Investment Fund (LAIF)
- Bonds, notes or other indebtedness of the State of California
- Bonds, notes or other indebtedness of local agencies in California
- Bankers Acceptances
- Commercial Paper
- Commercial Paper issued under the Temporary Liquidity Guarantee Program (TLGP)
- Time Deposits and Non-negotiable Certificates of Deposit
- Negotiable Certificates of Deposit
- Repurchase Agreements
- Corporate Obligations (Medium-term Notes)
- Corporate Obligations (Medium-term Notes) issued under the Temporary Liquidity Guarantee Program (TLGP)
- Mutual Funds and Money Market Accounts
- Other Government Sponsored Investment Pools

Investments Authorized by Debt Agreements

The above investments do not address the investment of debt proceeds held by a bond trustee. Investments of debt proceeds held by a bond trustee are governed by provisions of the debt agreements, rather than the general provisions of the California Government Code or the City's investment policy.

Investments in State Investment Pool

The City is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. LAIF is overseen by the Local Agency Investment Advisory Board, which consists of five members, in accordance with State statute. The State Treasurer's Office audits the fund annually. The fair value of the position in the investment pool is the same as the value of the pool shares.

GASB Statement No. 31

The City adopted GASB Statement No. 31, Accounting and Financial Reporting for Certain Investments and for External Investment Pools, as of July 1, 1997. GASB Statement No. 31 establishes fair value standards for investments in participating interest earning investment contracts, external investment pools, equity securities, option contracts, stock warrants and stock rights that have readily determinable fair values. Accordingly, the City reports its investments at fair value in the balance sheet. All investment income, including changes in the fair value of investments, is recognized as revenue in the operating statement.

Credit Risk

The City's investment policy limits investments in medium term notes (MTN's) to those rated in the top category by two of the three largest nationally recognized rating services at the time of purchase (with split ratings, the lower rating must meet the standard). As of June 30, 2010, the City's investment in medium term notes consisted of investments with Bank of America, Bank of New York, Bellsouth Corp., Berkshire Hathaway, Blackrock Inc., General Electric Capital Corp., Goldman Sachs, JP Morgan, Lehman Bros, Morgan Stanley, Pepsico Inc., Praxair, U.S. Bankcorp, Wal-Mart, and Wells Fargo Bank. At June 30, 2010, all MTN's were rated "A" or higher by Moody's with the exception of Lehman Bros. During the fiscal year, the City revised its investment policy of MTN purchases from Aaa to A by Moody's. All securities were investment grade and legal under State and City law at their time of purchase. The City's investment portfolio includes two (2) $1 million corporate notes from Lehman Brothers. Since Lehman Brothers filed for Chapter 11 bankruptcy in September 2008, these investments totaling $2 million are at risk. The City continues to pursue recovery through various means, although the amount of recovery that will be ultimately realized from these two cases is unknown. Federal agency securities are rated AAA. Investments in U.S. Treasury securities are not considered to have credit risk and, therefore, their credit quality is not disclosed. As of June 30, 2010, the City's investments in external investment pools and investment agreements are unrated.

MV00198380

Note 3: Cash and Investments (Continued)

Custodial Credit Risk

The custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. The carrying amount of the City's demand deposits was $1,011,586 at June 30, 2010. Bank balances before reconciling items were $2,005,876 at that date, the total amount of which was collateralized or insured with securities held by the pledging financial institutions in the City's name as discussed above under "Deposits". The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, a government will not be able to recover the value of investment or collateral securities that are in the possession of an outside party. In accordance with the City's investment policy, all investments are held by third-party custodians for safekeeping, with the securities in the City's name. This is the lowest level of custodial credit risk exposure.

Interest Rate Risk

The City's investment policy limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The City's investment portfolio will not directly invest in securities maturing in more than five years. The City has elected to use the segmented time distribution method of disclosure for its interest rate risk.

Concentration of Credit Risk

The City's investment policy imposes restrictions on the maximum percentage and amount that can be invested in certain types of investments. These restrictions are as follows:

Investment Types	Maturity Limit	Maximum Portfolio Percentage	Maximum Investment in One Issuer
U.S. Treasury bills, notes and bonds	5 years	None	None
GSE's or U.S. Agencies	5 years	None	None
California State Local Agency Investment Fund	n/a	None	None
Bonds, notes or other indebtedness of the State of California	5 years	None	None
Bonds, notes or other indebtedness of local agencies in CA.	5 years	None	5%
Bankers Acceptances	180 days	40%	5%
Commercial Paper	270 days	25%	5%
Negotiable Certificates of Deposits	5 years	30%	5%
CD Placement Service	5 years	30%	5%
Repurchase Agreements	1 year	None	5%
Reverse Repurchase Agreements	92 days	20%	5%
Medium-term Notes (MTN's)	5 years	30%	5%
Mutual Funds and Money Market Accounts	n/a	20%	5%
Collateralized Bank Deposits	5 years	None	5%
Mortgage Pass-Through Securities	5 years	20%	5%
Bank/Time Deposits	5 years	None	5%
Other Governmental Sponsored Investment Pools	n/a	None	None

As of June 30, 2010, the City is in compliance with the investment policy restriction.

The City has invested more than 5% of the total investment value with the following issuers:

California State Local Agency Investment Fund (LAIF)	21.5 %
US Treasury Notes	11.0%
Federal Farm Credit	8.4 %
Federal Home Loan Bank	9.0 %
Federal Home Loan Mortgage Corp	10.4 %
Federal National Mortgage Assn	10.8 %

MV00198381

Note 3: Cash and Investments (Continued)

Concentration of Credit Risk (Continued)

As of June 30, 2010, the City had the following investments and original maturities:

Investment Type	6 months or less	6 months to 1 year	1 to 3 years	3 to 5 years	More than 5 years	Fair Value
Local Agency Investment Fund	$ 48,497,791	$ -	$ -	$ -	$ -	$48,497,791
Money Market Funds	1,564,634	-	-	-	-	1,564,634
Medium Term Notes	196,494	-	32,654,522	18,383,858	-	51,234,874
US Treasury Notes	-	-	20,457,373	4,188,254		24,645,627
Federal Agricultural Mortgage Corp.	-	1,019,159	-	-	-	1,019,159
Federal Farm Credit Banks	-	1,018,227	7,247,599	10,573,113	-	18,838,939
Federal Farm Loan Banks	-	1,001,748	7,072,867	11,954,028	-	20,028,643
Federal Home Loan Mortgage Corp.	-	-	5,033,352	18,000,650	-	23,034,002
Federal National Mortgage Assn.	-	-	6,008,005	18,082,466	-	24,090,471
Tennessee Valley Authority	-	-	4,184,389	4,100,605	-	8,284,994
Held by Bond Trustee:						
Money Market Funds	24,823,515	-	-	-	-	24,823,515
Totals	$ 75,082,434	$ 3,039,134	$ 82,658,107	$ 85,282,974	$ -	$ 246,062,649

Note 4: Notes and Loans Receivables

Notes and loans receivables of $21,609,393 consist primarily of revolving home improvement loans and are due beyond one year.

A summary of amounts owed at June 30, 2010 follows:

	Community Redevelopment Agency Capital Projects Fund	Nonmajor Governmental Funds
Cottonwood Properties	$ 3,847,806	$ 2,050,000
Sheila Street Rehabilitation	2,651,875	-
RHDC Properties	1,892,167	783,021
CVHC	1,639,450	-
Crippled Children	824,917	-
Bay Family Apartments	755,000	-
Perris Isle	413,000	687,000
Oakwood	2,250,000	-
Rancho Dorado	2,800,000	-
Others	493,207	521,950
Totals	$ 17,567,422	$ 4,041,971

Note 5: Capital Assets

General government capital asset activity for the year ended June 30, 2010 follows:

	Balance July 1, 2009	Adjustments	Balance July 1, 2009 as Adjusted	Additions	Deletions	Balance June 30, 2010
Non-Depreciable Assets:						
Land	$303,293,860	$ -	$ 303,293,860	$ 5,115,930	$ -	$ 308,409,790
Construction In Progress	55,975,095	(3,040,734)	52,934,361	28,562,959	(32,208,588)	49,288,732
Subtotal: Non-Depreciable Assets	359,268,955	(3,040,734)	356,228,221	33,678,889	(32,208,588)	357,698,522

MV00198382

Note 5: Capital Assets (Continued)

	Balance July 1, 2009	Adjustments	Balance July 1, 2009 as Adjusted	Additions	Deletions	Balance June 30, 2010
Depreciable Assets:						
Buildings & Improvements	101,837,564	-	101,837,565	8,365,715	-	110,203,280
Machinery & Equipment	11,017,995	-	11,017,995	935,155	-	11,953,150
Vehicles	9,780,182	-	9,780,182	54,262	(23,534)	9,810,910
Infrastructure	521,354,812	-	521,354,812	73,359,917	-	594,714,729
Subtotal: Depreciable Assets	643,990,553	-	643,990,554	82,715,049	(23,534)	726,682,069
Total Capital Assets	1,003,259,508	(3,040,734)	1,000,218,775	116,393,938	(32,232,122)	1,084,380,591
Less Accumulated Depreciation for:						
Buildings & Improvements	(34,697,120)	-	(34,697,120)	(3,271,221)	-	(37,968,341)
Machinery & Equipment	(8,988,526)	-	(8,988,525)	(836,847)	-	(9,825,372)
Vehicles	(5,752,251)	-	(5,752,251)	(961,411)	23,534	(6,690,128)
Infrastructure	(206,278,371)	-	(206,278,371)	(17,598,106)	-	(223,876,477)
Total Accumulated Depreciation	(255,716,268)	-	(255,716,267)	(22,667,585)	23,534	(278,360,318)
Total Net Capital Assets	$ 747,543,240	$ (3,040,734)	$744,502,508	$93,726,353	$ (32,208,588)	$806,020,273

The adjustments are due to certain capital assets and depreciation not being properly reported in the prior year.

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental Activities:	
General government	$ 98,539
Public safety	1,213,306
Community development	748,717
Community and cultural	1,976,729
Public works	17,768,114
Internal service funds	862,180
Total	$22,667,585

Business-type capital asset activity for the year ended June 30, 2010 follows:

	Balance July 1, 2009	Adjustments	Balance July 1, 2009 as Adjusted	Additions	Deletions	Balance June 30, 2010
Non-Depreciable Assets:						
Land	$ 1,237,459	$ -	$ 1,237,459	$ -	$ -	$ 1,237,459
Construction In Progress	1,617,422	-	1,617,422	2,206,549	(1,860,258)	1,963,713
Subtotal: Non-Depreciable Assets	2,854,881	-	2,854,881	2,206,549	(1,860,258)	3,201,172
Depreciable Assets:						
Infrastructure	31,164,946	412,579	31,577,525	2,040,455	(241,006)	33,376,974
Subtotal: Depreciable Assets	31,164,946	412,579	31,577,525	2,040,455	(241,006)	33,376,974
Total Capital Assets	34,019,827	412,579	34,432,406	4,247,004	(2,101,264)	36,578,146

MV00198383

Note 5: Capital Assets (Continued)

	Balance July 1, 2009	Adjustments	Balance July 1, 2009 as Adjusted	Additions	Deletions	Balance June 30, 2010
Less Accumulated Depreciation for:						
Infrastructure	(2,275,305)	-	(2,275,305)	(773,971)	-	(3,049,276)
Total Accumulated Depreciation	(2,275,305)	-	(2,275,305)	(773,971)	-	(3,049,276)
Total Net Capital Assets	$ 31,744,522	$ 412,579	$ 32,157,101	$ 3,473,033	$ (2,101,264)	$ 33,528,870

Depreciation expense for business-type activities was charged as follows:

Electric Utility	$ 773,971

Note 6: Long-Term Debt

Changes in Long-Term Debt - Governmental Activities

The following is a schedule of changes in long-term debt of the entity for the fiscal year ended June 30, 2010:

	Balance July 1, 2009	Additions	Deletions	Balance June 30, 2010	Due Within One Year
Towngate Community Facilities District No. 87-1:					
2007 Towngate Special Tax Refunding Bonds	$ 10,090,000	$ -	$ (600,000)	$ 9,490,000	$ 630,000
2007 Towngate Improvement Tax Refunding	3,855,000	-	(190,000)	3,665,000	195,000
Community Facilities District No. 3:					
Auto Mall Special Tax Bonds	3,320,000	-	(950,000)	2,370,000	1,045,000
Moreno Valley Public Facilities Financing Refunding Certificates of Participation, Series 1997	5,470,000	-	(595,000)	4,875,000	615,000
Moreno Valley Public Financing Authority:					
Lease Revenue Bonds, 1997	3,900,000	-	(195,000)	3,705,000	205,000
Lease Revenue Bonds, 2005	41,305,000	-	(805,000)	40,500,000	840,000
City:					
Accrued Self-Insurance Claims and Judgments	3,533,000	994,223	(907,223)	3,620,000	359,000
Other Post Employment Benefits	-	5,790,277	(9,426,914)	-	-
Compensated Absences:					
Governmental Funds	4,099,558	4,079,196	(4,099,558)	4,079,196	1,944,551
Internal Service Funds	474,747	286,081	(212,262)	548,566	206,470
Child Development Portable Classrooms	41,098	-	(24,658)	16,440	16,440
Community Redevelopment Agency:					
Notes Payable, Price Company	2,234,084	-	(210,436)	2,023,648	-
RDA – 2007 Tax Allocation Bonds Series A	42,725,000	-	(120,000)	42,605,000	130,000
Totals	$ 121,047,487	$ 5,359,500	$ (8,909,137)	$ 117,497,850	$ 6,186,461

2007 Towngate Special Tax Refunding Bonds

Towngate CFD 87-1 2007 Special Tax Refunding Bonds in the original issue of $10,665,000 were issued in November 2007 to refund prior bonds currently outstanding, to fund a reserve for the bonds and to pay issuance costs. The bonds mature in serial fashion through December 1, 2021 and bear interest ranging from 3.50% to 5.00%. The bonds are subject to both optional and mandatory redemption prior to maturity beginning on December 1, 2017. The bonds are payable from and secured by a special tax levy against certain affected parcels within the District. Under an arrangement (Participation Agreement) involving the District, the City and the City's Redevelopment Agency, the required tax levy may be reduced in part by the reimbursable tax increment and utility reimbursements from the Agency. This refinancing decreased the aggregate debt service payments that were required on the Refunded Bonds by approximately $3,650,042. This refunding resulted in an economic gain of approximately $1,061,603.

MV00198384

Note 6: Long-Term Debt (Continued)

2007 Towngate Improvement Tax Refunding Bonds

CFD 87-1 Improvement Area No. 1 Special Tax Refunding Bonds in the original issue of $4,075,000 were issued in November 2007 to refund prior bonds currently outstanding, to fund a reserve for the bonds and to pay issuance costs. The bonds mature in serial fashion through October 1, 2023 and bear interest ranging from 3.75% to 4.875%. The bonds are subject to both optional and mandatory redemption prior to maturity beginning on April 1, 2009. The bonds are payable from and secured by a special tax levy against certain affected parcels within the District. Under an arrangement (a Cooperation and Reimbursement Agreement) involving the District, the City and the City's Redevelopment Agency, the required tax levy may be reduced in part by a reimbursable tax increment from the Agency to a maximum of 70.3% of required debt service. This refinancing increased the aggregate debt service payments that were required on the Refunded Bonds by approximately $984,049. This refunding resulted in an economic gain of approximately $465,301.

Auto Mall Special Tax Bonds

Community Facilities District No. 3, Auto Mall Special Tax Bonds 2000, Refinancing in March 2000, the Community Facilities District No. 3 of the City of Moreno Valley issued Special Tax Bonds 2000 (Refinancing Bonds) in the amount of $8,075,000 to refund on June 1, 2000 $7,828,258 of outstanding Auto Mall Special Tax Bonds (Refunded Bonds). The Refinancing Bonds mature in serial and term fashion through September 2030 and bear interest payable semi-annually at rates ranging from 5.25% to 7.50%. The bonds are subject to optional and mandatory redemption prior to maturity beginning September 1, 2010. The bonds are payable from and secured by a special tax levy against parcels within the District. Under an arrangement (Owner Participation Agreement) involving the parcel owners, the District, the City and the City's Redevelopment Agency, the required tax levy is to be offset by available property tax increment from the Agency. Should available increment be insufficient to offset the levy, available project sales tax collected by the City will be used. This refinancing increased the aggregate debt service payments that were required on the Refunded Bonds by approximately $3,100,000 and produced an economic loss (the excess of the present value of the new over old debt service payments) of approximately $418,000. The refinancing was undertaken to cure a debt service payment default that had occurred on the now refunded bonds. Special tax delinquencies were the primary cause of the default.

Refunding Certificates of Participation, Series 1997

Refunding Certificates of Participation (City Hall) Series 1997 in the original issue of $10,955,000, with a variable interest rate due through 2016, were issued to advance refund $10,180,000 of outstanding 1995 Certificates of Participation. The source of repayment for the Certificates is lease payments to be made by the Moreno Valley Public Facilities Financing Corporation whereby scheduled lease payments equal the amount of principal and interest due on the Certificates. The City has the option to convert the variable rate certificates at any time. The Refunding Certificates are subject to purchase on the demand of the holder while they are outstanding at a variable rate upon seven days notice. Payment of these demand certificates shall be made from the proceeds of the resale of such certificates by the City's remarketing agent. Should there be insufficient funds from this source, funds will be made available from an irrevocable bank letter of credit. The letter of credit is valid through the date the Certificates bear interest at a fixed rate or May 1, 2007. Repayment of the letter of credit shall occur from any available funds with the trustee of the issue, including the scheduled lease payments of the City.

Lease Revenue Bonds, 1997

Lease Revenue Bonds 1997 in the original issue amount of $5,300,000 were issued for the purpose of financing a portion of the cost of acquiring and constructing a public safety building for City use, to fund a reserve for the bonds and to pay issuance costs. The bonds mature in serial and term fashion through November 1, 2022 and bear interest ranging from 4.15% to 5.50%. The bonds are subject to both optional and mandatory redemption prior to maturity beginning on November 1, 2007. The bonds are payable from lease, payments made by the City under a project lease dated November 1, 1997 between the City and the MVPFA. The lease payments are equal to the principal and interest on the bonds and are made by the City for the rental use of the public safety building financed by this bond issue. This issue is fully insured in the event of nonpayment by the City.

MV00198385

Note 6: Long-Term Debt (Continued)

Lease Revenue Bonds, 2005

Lease Revenue Bonds 2005 in the original issue amount of $48,205,000 were issued for the purpose of financing a portion of the cost of the expansion of the public safety building, electric utility infrastructure, construction of a fire station, various public works and redevelopment projects, to fund a reserve for the bonds and to pay issuance costs. Of the $48,205,000 originally issued, the portion for the electric utility infrastructure $4,910,000 has been separated and is shown as long-term debt for business-type activities. The bonds mature in serial and term fashion through November 1, 2035 and bear interest ranging from 3% to 4.375%. The bonds are subject to both optional and mandatory redemption beginning November 1, 2006. The bonds are payable from lease payments made by the City under a project lease dated May 1, 1997, between the City and the MVPFA. The lease payments are equal to the principal and interest on the bonds and are made by the City as rent for use of the Public Safety Building and the City Hall. This issue is fully insured in the event of nonpayment by the City.

Compensated Absences

At June 30, 2010, the amount of compensated absences liability was $4,627,762. This amount consists of $4,079,196 for governmental funds, principally paid by the general fund, and $548,566 for internal service funds.

Portable Classroom Loans

In January 1999, the City entered into two agreements with the California Department of Education to finance the purchase and construction of two portable classrooms. Under the terms of the agreements, the City was granted two non-interest bearing loans totaling $246,585. The loans are payable in monthly installments of $2,055 beginning February 2001, for 10 years. The amount outstanding as of June 30, 2010 was $16,440.

Note Payable - Price Company

The Redevelopment Agency had recorded a long-term payable in the original amount of $2,433,744 under a development and disposition agreement and promissory note with Price Company for the reimbursement of costs of construction of a 130,000-square-foot retail store. The note bears interest at 8% per annum and is payable solely from 50% of site-generated sales tax. Any remainder payable after September 2015 will be forgiven. The amount outstanding as of June 30, 2010 was $2,023,648.

RDA 2007 Tax Allocation Bonds Series A

Redevelopment Agency 2007 Tax Allocation Bonds, Series A, in the original issue amount of $43,495,000 were issued in November 2007 for the purpose of financing various redevelopment activities and other undertakings permitted under the Redevelopment Law, to fund a reserve for the bonds and to pay issuance costs. The bonds mature in serial and term fashion through August 1, 2038 and bear interest ranging from 3.5% to 5.0%. The bonds are subject to both optional and mandatory redemption prior to maturity beginning on August 1, 2017. The bonds are payable solely from Tax Increment Revenues and other funds and amounts pledged therefore pursuant to the Indenture. This issue is fully insured in the event of nonpayment by the Agency.

Conduit Debt

The Moreno Valley Public Financing Authority issued $5,548,000 Assisted Living Housing Revenue Bonds, Series 2000A. The bonds and interest thereon are limited obligations of the issuer, payable solely from the revenues and the trust estate, which are assigned and pledged to such purposes. Consequently, no liability is reported in these accompanying financial statements. The outstanding balance at June 30, 2010 was $5,288,000.

No-Commitment Debt

Assessment District No. 87-4, Limited Obligation Improvement Bonds, in the original issue amount of $6,858,539, were issued for the purpose of acquiring infrastructure improvements and financing landscaping for one of the City's districts. The bonds mature in serial fashion through September 2, 2009 and bear interest, payable semi-annually, at rates ranging from 6.4% to 7.8%. The bonds are subject to optional redemption prior to maturity for denominations greater than $5,000. The bonds matured on September 2, 2009; therefore there is no outstanding balance as of June 30, 2010.

MV00198386

Note 6: Long-Term Debt (Continued)

The Community Facilities District No. 5 of the City of Moreno Valley 2007 Special Tax Bonds were issued to finance various public improvements needed to develop property located within the Community Facilities District No. 5 ("District"). The original issue amount was $5,870,000. The Bonds are special limited obligations of the District and are payable solely from revenues derived from certain annual Special Taxes to be levied on and collected from the owners of the taxable land within the District and from certain other funds pledged under the Fiscal Agent Agreement dated May 1, 2007 by and between the City for and on behalf of the District and Wells Fargo Bank, National Association, as fiscal agent. The Special Taxes are to be levied according to the rates and method of apportionment approved by the City Council, the legislative body of the District, and the qualified electors within the District. Except for the Special Taxes, no other taxes are pledged to the payment of the Bonds. The City is in no way liable for repayment but is acting as an agent for the property owners in collecting the assessments and forwarding the collections to bondholders. Interest on the Bonds will be payable on September 1, 2007 and semiannually thereafter on each March 1 and September 1 thru 2037. Interest rates range from 4.00% to 5.00%. Principal on the Bonds is due each September 1 beginning 2009 and ending 2037. The outstanding balance at June 30, 2010 was $5,855,000.

The annual maturities and the annual debt service requirements to amortize the outstanding debt as of June 30, 2010 are as follows:

	Moreno Valley Public Financing Authority		Community Facilities Districts	
	Principal	Interest	Principal	Interest
Year Ending June 30,				
2011	$ 1,045,000	$ 1,995,206	$ 1,870,000	$ 678,895
2012	1,100,000	1,943,313	875,000	610,279
2013	1,145,000	1,888,991	905,000	577,338
2014	1,210,000	1,831,775	940,000	542,291
2015	1,270,000	1,774,078	985,000	503,538
2016 – 2020	7,265,000	7,906,389	5,655,000	1,785,654
2021 – 2025	8,335,000	6,000,924	3,565,000	551,035
2026 – 2030	9,035,000	4,070,136	580,000	173,252
2031 – 2035	11,245,000	1,830,610	150,000	5,625
2036	2,555,000	55,891	-	-
Totals	$ 44,205,000	$ 29,297,313	$ 15,525,000	$ 5,427,907

	Moreno Valley Public Facilities Financing Corporation		City of Moreno Valley	
	Principal	Interest	Principal	Interest
Year Ending June 30,				
2011	$ 615,000	$ 137,025	$ 16,440	$ -
2012	645,000	118,125	-	-
2013	665,000	98,475	-	-
2014	695,000	78,075	-	-
2015	725,000	56,775	-	-
2016 - 2017	1,530,000	46,350	-	-
Totals	$ 4,875,000	$ 534,825	$ 16,440	$ -

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Note 6: Long-Term Debt (Continued)

Annual maturities and the annual debt service requirements (Continued):

	Community Redevelopment Agency	
	Principal	Interest
Year Ending June 30,		
2011	$ 130,000	$ 2,050,284
2012	210,000	2,043,484
2013	220,000	2,034,884
2014	230,000	2,025,884
2015	230,000	2,017,259
2016 – 2020	1,255,000	9,948,953
2021 – 2025	4,930,000	9,456,242
2026 – 2030	9,595,000	7,659,803
2031 – 2035	12,850,000	4,923,750
2036 – 2039	12,955,000	1,335,125
Totals	$ 42,605,000	$ 43,495,668

The above schedules do not include the long-term debt for compensated absences nor maturities for the Community Redevelopment Agency Price Company Notes Payable, as fixed maturities have not been established.

Changes in Long-Term Debt - Business-Type Activities

The following is a schedule of changes in business-type activities long-term debt of the entity for the fiscal year ended June 30, 2010:

	Balance July 1, 2009	Additions	Deletions	Balance June 30, 2010	Due Within One Year
Electrical Cabinet Capital Leases	$ 102,551	$ -	$ (66,147)	$ 36,404	$ 33,922
Lease Revenue Bonds, 2005	5,010,000	-	(100,000)	4,910,000	100,000
Lease Revenue Bonds, 2007	25,765,000	-	(390,000)	25,375,000	405,000
Less Deferred Issuance	(306,461)	-	10,945	(295,516)	-
Long-term Compensated	47,100	38,341	(52,652)	32,789	32,789
Totals	$ 30,618,190	$ 38,341	$ (597,854)	$ 30,058,677	$ 571,711

Electrical Cabinets Capital Lease

Between January 2004 and August 2006, the City entered into nine separate lease purchase agreements to lease electrical cabinets in the amount of $65,000 each. The term of each lease is for 60 months. The outstanding balance as of June 30, 2010 was $36,404.

Lease Revenue Bonds, 2005

Lease Revenue Bonds 2005 in the original issue amount of $48,205,000 were issued for the purpose of financing a portion of the cost of the expansion of the public safety building, electric utility infrastructure, construction of a fire station, various public works and redevelopment projects, to fund a reserve for the bonds and to pay issuance costs. Of the $48,205,000 originally issued, the portion for the electric utility infrastructure ($5,105,000) has been separated and is shown as long-term debt for business-type activities. The bonds mature in serial and term fashion through November 1, 2035 and bear interest ranging from 3% to 4.375%. The bonds are subject to both optional and mandatory redemption beginning November 1, 2006. The bonds are payable from lease payments made by the City under a project lease dated May 1, 1997, between the

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Note 6: Long-Term Debt (Continued)

Lease Revenue Bonds, 2005 (Continued)

City and the MVPFA. The lease payments are equal to the principal and interest on the bonds and are made by the City as rent for use of the Public Safety Building and the City Hall. This issue is fully insured in the event of nonpayment by the City.

Lease Revenue Bonds, 2007

Lease Revenue Bonds 2007 (Taxable) in the original issue amount of $25,765,000 were issued for the purpose of financing a City-owned 115kV to 12kV substation, a 115kV to 12kV switchyard adjacent to the substation, and other infrastructure improvements to support planned growth of the City-owned electrical distribution system. The bonds mature in serial and term fashion through May 1, 2038 and bear interest ranging from 5.084% to 5.75%. The bonds are subject to both optional and mandatory redemption beginning May 1, 2017. The bonds are payable from lease payments made by the City under a project lease dated May 1, 2007, between the City and the MVPFA. The lease payments are equal to the principal and interest on the bonds and are made by the City as rent for use of the 115kV to 12kV substation. This issue is fully insured in the event of nonpayment by the City.

Compensated Absences

At June 30, 2010, the amount of compensated absences liability totaled $32,789. Based on the current trend of usage, this entire amount is expected to be paid within one year.

The annual maturities and the annual debt service requirements to amortize the outstanding debt as of June 30, 2010 were as follows:

	Electrical Cabinets Capital Lease	
Year Ending June 30,	Principal	Interest
2011	$ 33,922	$ 1,078
2012	2,482	18
Totals	$ 36,404	$ 1,096

	Lease Revenue Bonds, 2005		Lease Revenue Bonds, 2007	
	Principal	Interest	Principal	Interest
Year Ending June 30,				
2011	$ 100,000	$ 218,212	$ 405,000	$ 1,421,974
2012	105,000	213,337	430,000	1,401,383
2013	110,000	208,237	450,000	1,379,522
2014	120,000	202,762	475,000	1,356,644
2015	125,000	197,262	495,000	1,332,495
2016 – 2020	705,000	896,360	2,895,000	6,249,352
2021 – 2025	875,000	716,170	3,785,000	5,360,444
2026 – 2030	1,100,000	493,460	4,965,000	4,181,027
2031 – 2035	1,360,000	221,594	6,565,000	2,586,638
2036 - 2038	310,000	6,781	4,910,000	575,288
Totals	$ 4,910,000	$ 3,374,175	$ 25,375,000	$ 25,844,767

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Note 6: Long-Term Debt (Continued)

Annual maturities and the annual debt service requirements (Continued):

These schedules do not include the long-term debt for compensated absences, as fixed maturities have not been established.

Note 7: Interfund Receivables, Payables and Transfers

a. Due To/From Other Funds

Funds	Interfund Receivables	Interfund Payables
Major Governmental Funds:		
General Fund	$ 7,005,998	$ -
Special Revenue Funds:		
CSD Zones	197,320	3,371,652
Development Impact Fees	1,760,878	-
Capital Projects Fund:		
Community Redevelopment Agency	4,500	1,927,292
Debt Service Fund:		
Community Redevelopment Agency	-	4,713
Nonmajor Governmental Funds	90,291	3,755,330
Totals	$ 9,058,987	$ 9,058,987

The City of Moreno Valley utilizes the State of California Local Agency Investment Fund (LAIF) as a short-term investment tool. In June 2006, the General Fund LAIF account reached the LAIF threshold and as an alternative for investing, the remaining funds were loaned to CSD Zone A, in the CSD Zones Fund, and the Community Redevelopment Agency Capital Projects Fund for investment into LAIF. The amounts of the loans outstanding at June 30, 2010 were $3,281,361 and $1,927,292, respectively.

The General Fund has made short-term loans to the following funds to eliminate negative cash balances:

Law Enforcement Fund	$ 326,907
Community Development Block Grant Fund	358,355
Used Oil Recycling Fund	11,593
Storm Water Maintenance Fund	66,020
Emergency Management Preparedness Grant Fund	34,948
Box Springs Water EPA Grant Fund	59,665
TRI 16-06-1 Targeted Rubberized Fund	26,474
Neighborhood Stabilization Program Fund	772,778
FHWA Transims Fund	12,642
ETA Job Training Grant Fund	20,225
Homelessness Prevention Program	100,636
Energy Efficiency & Conservation Block Grant	133
Automall Capital Administration	2,256

The General Fund made a short-term loan of $4,713 to the Community Redevelopment Agency Debt Service Fund for interest charges that were not yet paid as of year-end.

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Note 7: Interfund Receivables, Payables and Transfers (Continued)

a. Due To/From Other Funds (Continued)

The Community Services District, CSD Zone A, made a short-term loan of $197,320 to the ASES Program Grant Fund to eliminate negative cash.

The Development Impact Fees Fund, Arterial Streets, made a short-term loan of $1,760,878 to the TUMF Capital Projects Fund to eliminate negative cash.

The Special District Administration Fund made a short-term loan of $90,291 to the Community Services District, CSD Zone B, for operating activities.

The Community Redevelopment Agency Capital Projects Fund made a loan to the Warner Ranch Capital/Development Projects Fund to finance Warner Ranch alleyway improvements. The total outstanding loan is $4,500. The loan was made in 1995-1996. Repayments are made annually and will be complete in 2010-2011.

b. Advances To/From Other Funds

Funds	Advances Receivable	Advances Payable
Major Governmental Funds:		
General Fund	$ 57,852,991	$ -
Capital Projects Fund:		
Community Redevelopment Agency	3,564,945	-
Debt Service Fund:		
Community Redevelopment Agency	220,500	61,417,936
Nonmajor Governmental Funds	580,657	-
Proprietary Fund:		
Electric	-	801,157
Totals	$ 62,219,093	$ 62,219,093

The long-term payable to the General Fund from the Community Redevelopment Agency Debt Service Fund includes $652,248 representing monies borrowed in prior fiscal years by the Agency to finance redevelopment activities. The monies loaned to the Agency bear an interest rate of 12%. Repayment of the long-term payable will be made when funds becomes available. At June 30, 2010, accrued interest amounts to $218,760.

The City purchased the Towngate Regional Mall - Department Store Parcel Acquisition Notes for $5,000,000. The notes, totaling $13,000,000, originate from a participation agreement (as amended) whereby the Community Redevelopment Agency acquired certain parcels within the mall for subsequent transfer to major tenants. The notes bear interest at 7.25% and are payable solely from available site-generated property tax increment and up to 50% of site-generated sales tax. Furthermore, the Community Redevelopment Agency has covenanted to use reasonable best efforts to refinance these notes with Tax Allocation Bonds, provided such financing is determined to be fiscally feasible. At June 30, 2010, accrued interest amounts to $4,489,369.

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Note 7: Interfund Receivables, Payables and Transfers (Continued)

b. Advances To/From Other Funds (Continued)

The Community Redevelopment Agency purchased improved property from the City – the Conference and Recreation Center. The purchase price was $14,203,946. The loan note is $11,474,822 after the initial payments of $2,700,000 and $29,124. The term is 20 years with 12% simple interest. The Agency will make interest only annual payments with a balloon payment due at the end of the term. At June 30, 2010, accrued interest amounts to $5,517,792.

Community Redevelopment Agency 2007 Series B, Subordinate Taxable Tax Allocation Bonds in the original issue amount of $22,500,000 were issued in November 2007. All of the bonds were purchased by the General Fund. The General Fund will make a reservation of fund balance for these bonds. The proceeds of the bonds will remain unspent pending the outcome of litigation between the Agency and the County of Riverside concerning the interpretation of a pass-through agreement between the Agency and the County. The Agency will pay interest only debt service payments to the General Fund. The interest rate is variable and is expected to approximate a rate of return the Agency achieves from investing the bond proceeds. During the year, the amount of interest earned and paid to the City was $457,378. If the Agency is successful in its litigation, it would begin receiving additional tax increment revenue to pay all or part of the debt service on the bonds. At that point, the bonds will be remarketed within five years and the proceeds used for the purpose of financing various redevelopment improvement projects. The bonds may be redeemed in total or in part at any time.

In June 2007, The Community Redevelopment Agency Capital Projects Fund, Low and Moderate Income Housing, advanced to the Community Redevelopment Agency Debt Service Fund, Tax Increment, $4,157,976 to finance the purchase of certain properties. Repayments will be made annually based on the Agency's approximate average investment returns on monies. The outstanding balance as of June 30, 2010 is $3,564,945.

The Community Redevelopment Agency Capital Projects Fund advanced $300,000 to the Electric Fund for construction of electrical infrastructure. The loan has a ten year term and a five percent annual interest rate. The outstanding balance as of June 30, 2010 is $220,500.

The Special Districts Administration Fund has loaned $580,657 to the Electric Fund for start-up costs. The loan will be repaid when revenue becomes available.

c. Interfund Transfers

Funds	Transfers In	Transfers Out
Major Governmental Funds:		
General Fund	$ 7,330,279	$ 2,710,323
Special Revenue Funds:		
CSD Zones	923,188	866,129
Development Impact Fees Fund	8,774,196	5,263,145
Capital Projects Fund:		
Community Redevelopment Agency	2,025,689	-
Debt Service Fund:		
Community Redevelopment Agency	4,237	3,594,069
Nonmajor Governmental Funds	10,265,345	13,673,296
Proprietary Funds:		
Electric	-	225,192
Internal Service Funds	100,000	3,090,780
Totals	$ 29,422,934	$ 29,422,934

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Note 7: Interfund Receivables, Payables and Transfers (Continued)

c. Interfund Transfers (Continued)

The General Fund transferred a total of $2,342,238 to several funds to provide subsidies to cover the operating deficits.

The transfer amounts by fund are as follows:

State Gasoline Tax Fund	$1,000,000
CSD Zones Fund, Zone A	289,819
CSD Zones Fund, Library Services	424,915
Public Education/Government Access Program Fund	300,000
Emergency Management Preparedness Grant Fund	32,967
Storm Water Maintenance Fund	181,978
NPDES CSA Fund	112,559

The General Fund transferred $103,400 to CSD Zones Fund, Zone M, for median maintenance.

The General Fund transferred $1,232 to the Used Oil Recycling Fund to subsidize grant operating expenditures.

The General Fund transferred $2,284 to the TCA2-06-022 Local Government Waste TI Fund to subsidize grant operating expenditures.

The General Fund transferred $254,169 to the Public Safety Lease Revenue Bonds 1997 Debt Service Fund for debt obligations for the fiscal year.

The General Fund transferred $7,000 to the Community Redevelopment Agency Capital Projects Fund, Low and Moderate Income Housing, for neighborhood cleanup funding.

The CSD Zones Fund, Zone A, transferred $817,414 to the General Fund for a return of unused operating subsidies.

The CSD Zones Fund, Zone E, transferred $48,715 to the NPDES CSA Fund for parcel fees collected.

The Development Impact Fees Fund, Arterial Streets, transferred the amount of $1,118,050 to the Lease Revenue Bonds 2005 Debt Service Fund for debt service for the fiscal year.

The Development Impact Fees Fund, Fire Facility, transferred the amount of $257,328 to the Lease Revenue Bonds 2005 Debt Service Fund for debt service for the fiscal year.

The Development Impact Fees Fund, Police Facility, transferred the amount of $675,493 to the Lease Revenue Bonds 2005 Debt Service Fund for debt service for the fiscal year.

During the 2009-2010 budget process and subsequently, Arterial Streets Development Impact Fees were committed to supporting several capital projects. Transfers totaling $1,837,894 were made to the DIF Capital Projects Fund for these commitments:

Reche Vista Realignment – Perris / Heacock North City Limits	$500,000
Perris Blvd Widening-Ramona to Cactus	704,078
Perris Blvd Widening - Ironwood to Manzanita	500,000
Kitching Storm Channel Bridge	133,816

During the 2009-2010 budget process and subsequently, Traffic Signal Development Impact Fees were committed to supporting several capital projects. Transfers totaling $1,374,380 were made to the DIF Capital Projects Fund for these commitments:

Emergency Vehicle Pre-Emption	$1,000,000
Sunnymead Ranch/Village Road Traffic Signal	272,000
Transportation Management Center	102,380

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Note 7: Interfund Receivables, Payables and Transfers (Continued)

c. Interfund Transfers (Continued)

The Community Redevelopment Agency Debt Service Fund transferred a total of $1,575,380 to fund the following debt service obligations:

2007 Towngate Refunding Debt Service Fund	$ 373,011
2007 Towngate Improvement Refunding Debt Service Fund	274,598
Lease Revenue Bonds 2005 Debt Service Fund	592,646
Public Safety Bond Debt Service Fund	150,000
Auto Mall Special Tax Bonds Debt Service Fund	185,125

The Community Redevelopment Agency Debt Service Fund transferred a total of $704,381 to the Community Redevelopment Agency Capital Project Fund, Administration, for administration costs.

The Community Redevelopment Agency Debt Service Fund transferred a total of $1,314,308 to the Community Redevelopment Agency Capital Project Fund, Capital Projects, for capital projects costs.

The State Gasoline Tax Fund transferred $1,000,000 to the General Fund to return an unused portion of operating subsidies.

The Law Enforcement Fund, LLEBG-PD, transferred a total of $312,073 to the General Fund to return an unused portion of a grant subsidy.

The Law Enforcement Fund, OTS Public Works, transferred a total of $34,887 to the General Fund, Fire Service Operations, for reimbursement of equipment purchased.

The 2007 Towngate Improvement Refunding Debt Service Fund transferred $15,700 to the Towngate Capital/Administration Fund for reimbursement of administrative and fiscal charges.

The 2007 Towngate Refunding Debt Service Fund transferred $139,750 to the Towngate Capital/Administration Fund for reimbursement of administrative and fiscal charges.

The Auto Mall Special Tax Bonds Debt Service Fund transferred $76,000 to the Auto Mall Capital/Administration Fund for reimbursement of administrative and fiscal charges.

The City Hall Capital/Administration Fund transferred $2,476,741 to the General Fund to return an unused portion of project subsidies.

The City Hall Capital/Administration Fund transferred $419,837 to the Development Impact Fees Fund, Parkland Facility, to return an unused portion of project subsidies.

The City Hall Capital/Administration Fund transferred $100,000 to the Internal Service Fund, Facilities Maintenance, to return an unused portion of Emergency Operations Center project subsidy.

The Lease Revenue Bonds 2005 Capital Projects Fund transferred $742 to the Lease Revenue Bonds 2005 Debt Service Fund for arbitrage payments.

The Public Education/Government Access Program Fund transferred a total of $339,150 to the General Fund to return an unused portion of operating subsidies.

The Used Oil Recycling Fund transferred a total of $369 to reimburse the General Fund for grant expenditures.

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Note 7: Interfund Receivables, Payables and Transfers (Continued)

c. Interfund Transfers (Continued)

The Community Development Block Grant Fund transferred a total of $5,053 to reimburse the General Fund for grant expenditures.

The SCAG Article 3 Fund transferred a total of $376,984 to the Measure A Fund to return an unused portion of operating subsidies.

The Parks and Community Services PAL Grant Fund transferred a total of $17,414 to the CSD Zones Fund, Zone A Parks, to return an unused portion of a project subsidy.

The COP 1993 Debt Service Fund transferred a total of $421,959 to the Development Impact Fees Fund, Arterial Streets, to return an unused portion of a project subsidy.

The DIF Capital Project Fund transferred a total of $5,804,589 to the Development Impact Fees Fund, Arterial Streets, to return unused portions of project subsidies.

The DIF Capital Project Fund transferred a total of $2,127,811 to the Development Impact Fees Fund, Traffic Signals, to return unused portions of project subsidies.

The Box Springs Water EPA Grant transferred a total of $4,237 to the Community Redevelopment Agency Debt Service Fund to return an unused portion of a project subsidy.

The Electric Fund transferred $225,192 to reimburse the General Fund for litigation expenditures.

The City Hall Facility Internal Service Fund transferred $883,740 to the City Hall COPs Series 1997 Debt Service Fund to fund the debt service obligation.

The Equipment Replacement Reserve Internal Service Fund transferred a total of $2,114,400 to the General Fund for replacement of various equipment.

The Equipment Replacement Reserve Internal Service Fund transferred a total of $87,640 to the CSD Zones Fund, Zone A, for replacement of various equipment.

The Technology Services Internal Service Fund transferred a total of $5,000 to the General Fund for replacement of radio equipment for Emergency Operations/Volunteer Services.

Note 8: Employee Pension Plan

Plan Description

The City's defined benefit pension plan, Public Employees Retirement System (PERS), provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. PERS is part of the Public Agency portion of the California Public Employees Retirement System (CalPERS), an agent multiple-employer plan administered by CalPERS, which acts as a common investment and administrative agent for participating public employers within the State of California. A menu of benefit provisions, as well as other requirements, are established by state statutes within the Public Employees' Retirement Law. The City selects optional benefit provisions from the benefit menu by contract with CalPERS and adopts those benefits through local ordinance. CalPERS issues a separate comprehensive annual financial report. Copies of the CalPERS annual financial report may be obtained from the CalPERS Headquarters, 400 Q Street, Sacramento, California 95811.

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Note 8: Employee Pension Plan (Continued)

Funding Policy

Active plan members in PERS are required to contribute 8.00% of their annual covered salary as of January 2008. The City is required to contribute the actuarially determined remaining amounts necessary to fund the benefits for its members. The actuarial methods and assumptions used are those adopted by the CalPERS Board of Administration. The required employer contribution rate is 14.969% for fiscal year 2009-2010. The contribution requirements of the plan members are established by state statute and the employer contribution rate is established and may be amended by CalPERS.

Annual Pension Cost

For fiscal year 2009-2010, the City's annual pension cost was $5,233,518. The City also contributed $1,783,649 on behalf of the employees for the employee contribution. The required contribution for the fiscal year 2009-2010 was determined as part of the June 30, 2007 actuarial valuation using the entry age normal actuarial cost method with the contributions determined as a percent of pay. The actuarial assumptions included: a) 7.75% investment rate of return (net of administrative expenses), b) projected salary increases for employees that vary by duration of service ranging from 3.55% to 14.45% for miscellaneous members, and c) 3.25% cost-of-living adjustment. Both a) and b) include an inflation component of 3.00%. The actuarial value of PERS assets was determined using a technique that smoothes the effect of short-term volatility in the market value of investments over a 15-year period. The PERS unfunded actuarial accrued liability (or excess assets) is being amortized as a level percentage of projected payroll on a closed basis. The remaining amortization period at June 30, 2010 was 25 years.

Ended June 30,	Pension Cost (APC)	Percentage of APC Contributed	Pension Obligation
2008	$ 4,374,893	100 %	$ -
2009	4,438,856	100 %	-
2010	5,233,518	100 %	-

Required Supplementary Information – Funded Status of Plan

Latest Information Available

Valuation Date	Entry Age Normal Accrued Liability	Actuarial Value Of Assets	Unfunded Liability	Funded Ratio	Annual Covered Payroll	UAAL as Percent of Payroll
06/30/07	$ 75,316,003	$ 58,733,315	$ 16,582,688	78.0 %	$ 26,023,541	63.7%
06/30/08	90,939,749	69,197,682	21,742,067	76.1 %	30,739,388	70.7%
06/30/09	109,758,482	78,175,287	31,583,195	71.2 %	26,384,952	119.7 %

The Funded Status of Plan schedule above shows the recent history of the actuarial value of assets, actuarial accrued liability, their relationship, and the relationship of the unfunded actuarial accrued liability to payroll. The Funded Status of Plan schedule, presented above, presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liability for benefits.

Note 9: Other Post Employment Benefits (OPEB)

Plan Description

The City's defined benefit postemployment healthcare plan provides a portion of certain health care for retired employees. In accordance with City policy, employees who retire directly from the City under CalPERS (age 50 and 5 years of CalPERS service or disability) and are not temporary employees, are eligible for these benefits. In June 2009,

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Note 9: Other Post Employment Benefits (OPEB) (Continued)

Plan Description (Continued)

the City established an irrevocable trust fund to begin funding the City's unfunded liability through the California Employers' Retiree Benefit Trust (CERBT), an agent multiple-employer plan administered by California Public Employees' Retirement System (CalPERS), which acts as a common investment and administrative agent for participating public employers within the State of California. A menu of benefit provisions, as well as other requirements, are established by state statutes within the Public Employees' Retirement Law. The City selects optional benefit provisions from the benefit menu by contract with CalPERS and adopts those benefits through local ordinance. CalPERS issues a separate comprehensive annual financial report. Copies of the CalPERS annual financial report may be obtained from the CalPERS Headquarters, 400 Q Street, Sacramento, California 95811.

Funding Policy

The contribution requirements of plan members and the City are established and may be amended by City Council. The City is required to contribute the Annual Required Contribution (ARC) of the employer, an amount actuarially determined in accordance with the parameters of GASB Statement 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities over a period not to exceed thirty years. The current ARC rate is 7.75% of the annual covered payroll.

Annual OPEB Cost

For fiscal year 2009-2010, the City's annual OPEB cost was $1,425,000. The required contribution for the fiscal year was determined as part of the June 30, 2009 actuarial valuation using the entry age normal actuarial cost method. The actuarial assumptions included: a) 7.75% investment rate of return (net of administrative expenses), and b) projected salary increases for employees of 3.25%, and c) an annual healthcare cost increase of 4.5%. Both a) and b) include an inflation component of 3.00%.

The following table shows the components of the City's annual OPEB cost for the year, the amount actually contributed to the plan, and changes in the City's net OPEB obligation for these benefits:

Annual required contribution	$1,631,000
Interest on net OPEB obligation	230,000
Administrative expenses	(2)
Adjustment to annual required contribution	(435,998)
Annual OPEB cost (expense)	1,425,000
Contributions (including premiums/benefits paid)	(1,425,000)
Increase in net OPEB obligation	-
Net OPEB obligation – beginning of year	-
Net OPEB obligation – end of year	$ -

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information on the next page, presents multi-year trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for the benefits.

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Note 9: Other Post Employment Benefits (OPEB) (Continued)

Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing the benefit costs between employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the efforts of short-term volatility in actuarial accrued liabilities and the actuarial assets, consistent with the long-term perspective of the calculations.

The City's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for the current and two preceding fiscal years were as follows:

Fiscal Year Ending	Annual OPEB Cost (AOC)	Percentage of OPEB Cost Contributed	Net OPEB Obligation
06/30/08	*	*	*
06/30/09	$ 1,785,573	100 %	-
06/30/10	1,425,000	100 %	-

* The information for the preceding year is unavailable. GASB 45 was implemented in fiscal year 2008-2009.

Required Supplementary Information – Funded Status of Plan

Latest Information Available

Valuation Date	Actuarial Accrued Liability	Actuarial Value Of Assets	Unfunded Liability	Funded Ratio	Annual Covered Payroll	UAAL as Percent of Payroll
06/30/07	*	*	*	*	*	*
06/30/08	$ 9,338,000	-	$ 9,338,000	0 %	$ 29,794,978	31.3 %
06/30/09	9,480,000	1,580,000	9,480,000	0 %	28,530,000	33.2 %

Note 10: Prior Period Adjustments

(a) During the year ended June 30, 2010, the City combined the Fire Services Fund of $341,612 with the General Fund.

(b) During the year ended June 30, 2010, the City split the Civil Penalties Fund from the General Fund in the amount of $197,697. This was done to better identify the activities of the Civil Penalties Fund.

(c) During the year ended June 30, 2010, the City split the Emergency Services Agency Fines Fund from the General Fund in the amount of $184,674. This was done to better identify the activities of the Emergency Services Agency Fines Fund.

(d) During the year ended June 30, 2010, the City split the Community Redevelopment Capital Projects Fund into two funds: the Community Redevelopment Agency Capital Projects Fund and the Community Redevelopment Agency Debt Service Fund. This was done to better identify debt service activity for the Community Redevelopment Agency.

(e) During the year ended June 30, 2010, the City discovered the Used Oil Recycling revenue had previously been overstated by $44,475. To correct this oversight, an adjustment was made to reduce due from other governments and adjust beginning fund balance and government-wide beginning net assets..

(f) During the year ended June 30, 2010, the City discovered the CFD #4M Fund was improperly included in the CSD Zones Fund. To correct this oversight, an adjustment was made to remove the CFD #4M Fund from the CSD Zones Fund.

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Note 10: Prior Period Adjustments (Continued)

(g) During the year ended June 30, 2010 the City discovered that CFD # 5 Stoneridge was incorrectly being reported as having a Debt Service and Capital Projects fund. As this debt issuance was a no-commitment debt, the City corrected the oversight by transferring the fund balance of the two funds, $457,457 and $714,279, respectively, to an agency fund.

(h) During the year ended June 30, 2010 the City discovered that certain capital assets were incorrectly reported in the Electric Utility Fund. To correct this oversight, an adjustment of $412,579 was made to the beginning net capital assets and the government-wide beginning net assets.

(i) During the year ended June 30, 2010 the City discovered that certain capital assets were incorrectly reported in the Technology Services Internal Service Fund and the Facilities Maintenance Internal Service Fund. To correct this oversight, adjustments of $164,018 were made to the beginning net capital assets and the government-wide beginning net assets.

(j) During the year ended June 30, 2010 the City discovered that certain capital assets were incorrectly reported. To correct this oversight, adjustments of $2,877,373 were made to beginning net capital assets and the government-wide beginning net assets.

Government-wide Financial Statements:	Governmental Activities	Business-Type Activities
Net assets at beginning of year, as previously reported	$ 895,366,510	$ 7,827,707
Adjustment (e)	(44,475)	-
Adjustment (g)	(457,457)	-
Adjustment (g)	(714,279)	-
Adjustment (h)	-	412,579
Adjustment (i)	(164,018)	-
Adjustment (j)	(2,877,373)	-
Net assets at beginning of year, as restated	$ 891,108,908	$ 8,240,286

Fund Financial Statements:	General Fund	Fire Services	Civil Penalties	Emergency Services Agency Fines
Governmental Funds:				
Fund balance at beginning of year, as previously reported	$ 51,854,582	$ 341,612	$ -	$ -
Adjustment (a)	341,612	(341,612)	-	-
Adjustment (b)	(197,697)	-	197,697	-
Adjustment (c)	(184,674)	-	-	184,674
Fund balance at beginning of year, as restated	$ 51,813,823	$ -	$ 197,697	$ 184,674

MV00198399

Note 10: Prior Period Adjustments (Continued)

Fund Financial Statements:	Community Redevelopment Capital Project	Community Redevelopment Debt Service	Used Oil Recycling	CSD Zones	CFD #4M Fund
Governmental Fund:					
Fund balance at beginning of year, as previously reported	$ 41,061,937	$ -	$ -	$ 8,565,310	$ -
Adjustment (d)	26,589,891	(26,589,891)	-	-	-
Adjustment (e)	-	-	(44,475)	-	-
Adjustment (f)	-	-	-	(60,782)	60,782
Fund balance at beginning of year, as restated	$ 67,651,828	$ (26,589,891)	$ (44,475)	$ 8,504,528	$ 60,782

Fund Financial Statements:	Stoneridge Capital/ Administration	CFD # 5 Stoneridge
Governmental Funds:		
Net assets at beginning of year, as previously reported	$ 457,457	$ 714,279
Adjustment (g)	(457,457)	(714,279)
Net assets at beginning of year, as restated	$ 0	$ 0

Fund Financial Statements:	Electric Utility
Proprietary Funds:	
Net assets at beginning of year, as previously reported	$ 7,827,707
Adjustment (h)	412,579
Net assets at beginning of year, as restated	$ 8,240,286

Fund Financial Statements:	Technology Services	Facilities Maintenance
Internal Service Funds:		
Net assets at beginning of year, as previously reported	$ 7,955,631	$ 11,862,815
Adjustment (i)	(163,356)	(662)
Net assets at beginning of year, as restated	$ 7,792,275	$ 11,862,153

MV00198400

Note 11: Fund Deficits

The following funds contained a deficit fund balance as of June 30, 2010:

Major Governmental Funds:	
Debt Service Funds:	
Community Redevelopment Agency	$ 33,335,207
Non-Major Governmental Funds:	
Special Revenue Funds:	
Child Care Grant Fund	$ 14,140
Used Oil Recycling	25,674
Storm Water Maintenance Recycling	19,170
TR116-06-1 Targeted Rubberized	26,474
Neighborhood Stabilization Program	848,212
FHWA TRANSIMS	24,333
ETA Job Training Grant	6,627
Capital Projects Funds:	
Auto Mall Capital/Administration	2,256
TUMF Capital Projects	640,714

The Community Redevelopment Agency Debt Service deficit fund balance is a result of the accumulation of advances from the General Fund for operating and capital expenditures.

The Child Care Grant, Used Oil Recycling, Storm Water Maintenance Recycling, TR1 16-06-1 Targeted Rubberized, Neighborhood Stabilization Program, FHWA TRANSIMS, ETA Job Training Grant, Auto Mall Capital/Administration, and TUMF Capital Projects Funds deficit fund balances are a result of reimbursement monies not yet received.

Note 12: Expenditures In Excess of Appropriation

Excess of expenditures over appropriations in departments of individual funds are as follows:

	Final Budget	Expenditures	Excess
General Fund:			
City manager	$ 1,697,000	$ 1,708,904	$ 11,904
Crossing guards	602,126	619,308	17,182
Measure A Special Revenue Fund:			
Public works	298,383	636,208	337,825
Public Education/Government Access Program Special Revenue Fund:			
General government	436,100	436,533	433
Special Districts Administration Special Revenue Fund:			
Public works	1,169,779	1,176,018	6,239
NPDES CSA Special Revenue Fund:			
Public works	805,538	836,257	30,719
Traffic Congestion Relief Special Revenue Fund:			
Public works	-	15,775	15,775
Beverage Container Recycling Special Revenue Fund:			
General government	-	6,632	6,632
Emergency Management Preparedness Grant Special Revenue Fund:			
Public safety	97,025	107,465	10,440

MV00198401

Note 12: Expenditures In Excess of Appropriation (Continued)

	Final Budget	Expenditures	Excess
ASES Program Grant Special Revenue Fund:			
Community and cultural	4,545,845	4,629,478	83,633
TCA-06-22 Local Government Waste TI Special Revenue Fund:			
Public works	-	2,284	2,284
Proposition 1B Special Revenue Fund:			
Public works	-	42,448	42,448
DIF Capital Projects Fund:			
Public works	-	1,492	1,492
OPA Sales Tax Agreements Debt Service Fund:			
Interest and fiscal charges	-	389,162	389,162
CFD #5 Stoneridge Debt Service Fund:			
Interest and fiscal charges	288,315	288,325	10
2007 Towngate Refunding Debt Service Fund:			
Interest and fiscal charges	409,381	409,383	2

Note 13: Commitments and Contingencies

Riverside County Agreements

During December 1987, the City of Moreno Valley and the Community Redevelopment Agency (Agency) entered into an agreement (the "County Agreement") with the County of Riverside which provided, in part, that the Agency make certain payments to the County. The County Agreement generally provides for the Agency to make payments to the County upon achievement by the Agency of $7 million annually of tax increment revenue. Once the $7 million threshold is reached, the County Agreement generally provides that the Agency will make payment to the County of an amount equal to tax increment revenues between $7 million annually and $12 million annually, and half of such revenues in excess of $12 million. The County Agreement further provides that when total tax increment paid to the County under this agreement from increments between $7 million and $12 million reaches $75 million, tax increment in excess of $7 million annually will be split equally between the Agency and County.

Beginning in 2003-2004 the Agency's tax increment exceeded $7 million. However, the County did not notify the Agency to such effect. In 2006-07, the Auditor Controller withheld a portion of the Agency's 2006-07 tax increment in the amount of $1,092,287.59. The Agency disputes the authority of the County to withhold such funds and the matter, as well as other issues concerning the County Agreement, is currently the subject of litigation involving the County and the Agency.

During April 1988, the City of Moreno Valley and the Agency entered into an agreement (the "Flood Agreement") with the Riverside County Flood Control and Water Conservation District (District), which provides generally that the Agency shall receive 100% of the District's share of the tax increment until such time the total tax increment exceeds $12 million at which time the District shall receive at least 50% of its share. Under the Flood Agreement, the Agency is to demonstrate, as more particularly provided in the Flood Agreement, that the cumulative project costs paid by the Agency for the project improvements exceed the cumulative total of District share received by the Agency. To the extent that the cumulative project costs paid by the Agency exceed the cumulative total of District share received by the Agency, the Agency may retain the balance needed from the remaining 50% of the District share. Beginning in 2005-06, the Agency's tax increment exceeded $12 million, with remittance not having been made of amounts to the District. The financial statements show the amount of $4,846,739 (the amount that was not remitted to the District) as Due to Other Governments.

MV00198402

Note 13: Commitments and Contingencies (Continued)

Community Facilities District No. 3 Agreement

In conjunction with the issue of the Moreno Valley Auto Mall Special Tax Bonds Series 2000 (Auto Mall Refinancing), the Community Redevelopment Agency and the City are parties to an owner-participation agreement which provides that the Agency will transmit to the Community Facilities District No. 3 (District) the available property tax increment it receives on parcels within the District as a credit against the special parcel taxes that otherwise would be payable by the owners. Furthermore, the City has agreed to loan the Agency available sales tax generated within the District for payment directly to the parcel owners should the increment be insufficient to offset the special parcel taxes. In addition, the Agency has agreed to pay to the parcel owners, subject to certain restrictions, certain available surplus sales tax from within the District. The obligations to remit sales tax terminate by December 1, 2010.

This agreement replaces a previous arrangement involving these parcels when they were included in Community Facilities District No. 2.

The amounts remitted during the year under the replacement and previous agreement to parcel owners totaled $692,744.

Community Facilities District No. 87-1 Agreement

In connection with the issuance of the Community Facilities District No. 87-1 (CFD) Towngate 2007 Special Tax Refunding Bonds, the Community Redevelopment Agency entered into an owner participation agreement whereby the Agency has committed tax increment for the payment of debt service requirements for these Bonds.

Other Agreements

On May 10, 2005, the Community Redevelopment Agency and the Community Services District entered into a lease agreement for the Conference and Recreation Center. The Community Services District occupied the building during June 2005 although construction was still in progress. Upon completion of construction during fiscal year 2005-2006 the lease agreement became effective for a base rent of $1.00 per month. The Community Services District has responsibility for facility maintenance and provides programming that serves the residents of the Project Area.

Self-Insurance Pool

The City is a member of CSAC Excess Insurance Authority. The Authority is a member directed joint powers insurance pool, which has been operational since October of 1979. The purpose of the Authority is to arrange and administer programs for the pooling of self-insured losses, to purchase excess insurance or reinsurance, and to arrange for group-purchased insurance for property and other coverage.

The City participates in the excess workers' compensation and employer's liability programs of the Authority. For workers' compensation the City has a self-insured retention of $300,000 per occurrence. For employer's liability the City has a self-insured retention of $250,000 per occurrence. The City has a pooled retention of $5,000,000 each occurrence, a $45,000,000 reinsurance layer in excess of the $5,000,000 pooled retention per occurrence for workers' compensation claims, and a $5,000,000 employer's liability reinsurance layer per occurrence in excess of the $5,000,000 pooled retention.

During the past three fiscal years, none of the above programs of protection have had settlements or judgments that exceeded pooled or insured coverage. There has been no significant reduction in pooled or insured liability coverage from coverage in the prior year.

MV00198403

Note 13: Commitments and Contingencies (Continued)

Self-Insurance Payable

The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and injuries to employees. The City established two self-insurance funds (Internal Service Funds) to account for and finance its uninsured risks of loss. Under this program, the self-insurance funds provide coverage for up to a maximum of $300,000 for each workers' compensation claim and $250,000 for each general liability claim. The City purchases commercial insurance for claims in excess of coverage provided by the funds and for all other risks of loss. Settled claims have not exceeded this commercial coverage in any of the past three years. All funds of the City participate in the program and make payments to the self-insurance funds based on actuarial estimates of the amounts needed to pay prior and current year claims.

The fund establishes claims liabilities based on estimates of the ultimate cost of claims (including future claim adjustment expenses) that have been reported but not settled, and of claims that have been incurred but not reported. The City has accrued for its anticipated liability with respect to claims filed and claims incurred but not reported to the City as of year-end. The accruals are in the amounts of $2,188,000 and $1,166,000 for the workers' compensation claims and general liability claims, respectively, for a total of $3,354,000. Of these amounts, the current year's adjustment is a decrease of $179,000.

A reconciliation of changes in aggregate liabilities for claims for the current fiscal year and the prior fiscal year is as follows:

	General Liability	Workers' Compensation	Total
Amount of accrued claims at June 30, 2008	$ 1,484,000	$ 2,327,000	$ 3,811,000
Incurred claims, representing the total of a provision for events for the current fiscal year and any changes (increase or decrease) in the provision for events of prior fiscal years and adjustments to estimates.	(182,313)	203,912	21,599
Payments on claims attributable to events of both the current fiscal year and prior fiscal years.	(83,687)	(215,912)	(299,599)
Amount of accrued claims at June 30, 2009	$ 1,218,000	$ 2,315,000	$ 3,533,000
Incurred claims, representing the total of a provision for events for the current fiscal year and any changes (increase or decrease) in the provision for events of prior fiscal years and adjustments to estimates.	615,334	378,889	994,223
Payments on claims attributable to events of both the current fiscal year and prior fiscal years.	(401,334)	(505,889)	(907,223)
Amount of accrued claims at June 30, 2010	$ 1,432,000	$ 2,188,000	$ 3,620,000

MV00198404

Note 13: Commitments and Contingencies (Continued)

Litigation

There are several lawsuits pending against the City. The outcome and eventual liability of the City, if any, in these cases is not known at this time. Management estimates that the potential claims against the City, not covered by insurance or self-insurance reserves, resulting from such litigation would not materially affect the financial statements of the City.

Note 14: Subsequent Events

Subsequent events are those events and transactions that occur after the end of the fiscal period but prior to issuance of the financial statements that are important for readers of the financial statements to be aware of.

In February 2011, the Moreno Valley Public Financing Authority refunded, on an advanced basis, the 1997 Lease Revenue Bonds in a Private Placement refunding. The 2011 Private Placement Refunding bonds mature in serial and term fashion through November 1, 2022 and bear interest ranging from 5.2% to 5.5%. The bonds are payable from lease payments made by the City under a project lease dated November 1, 1997 between the City and the MVPFA. The lease payments are equal to the principal and interest on the bonds and are made by the City for the rental use of the public safety building financed by the original 1997 Lease Revenue bonds issue. This issue is fully insured in the event of nonpayment by the City. This refinancing decreased aggregate debt service payments that were required by approximately $731,963. This refunding resulted in an economic gain of approximately $171,743.

MV00198405

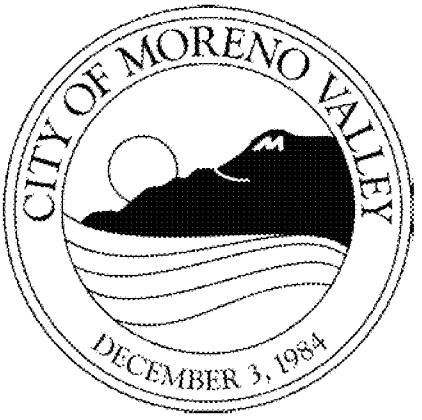

MV00198406

Non-major Governmental Funds

MORENO VALLEY
WHERE DREAMS SOAR

NONMAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS:

State Gasoline Tax Fund

This fund is used to account for the City's share of state gas tax revenue restricted for street improvement and maintenance. The revenue is apportioned under the Streets and Highway Code of the State of California.

Article 3 Transportation Fund

This fund is used to account for the City's share of Article 3 revenue restricted for construction of pedestrian and bikeway projects.

Measure A Fund

This fund is used to account for the City's share of the Riverside County half-cent sales tax restricted for transportation projects.

Law Enforcement Fund

This fund is used to account for revenue from several grants restricted for law enforcement. The grants include the ABC Police Grant Fund, the Local Law Enforcement Block Grant (LLEBG), Supplemental Law Enforcement Services Fund (SLESF), Office of Traffic Safety Grant (OTS), Edward Byrne Memorial Justice Assistance Grant (JAG), and the 2008 COPS Tech Program Grant Fund.

Public Education/Government Access Program Fund

This fund is used to account for the Public Education/Government Access (PEG) Grant revenue restricted for providing education and government access to the public. These funds are used to support the City's cable television channel, MVTV-3.

Air Quality Management Fund

This fund is used to account for the City's share of the State AB 2766 funds. The revenue is apportioned to cities by the South Coast Air Quality Management District and is restricted for programs to reduce air pollution from mobile sources pursuant to the California Clean Air Act of 1988.

Community Development Block Grant Fund

This fund is used to account for federal funds received from the U.S. Department of Housing and Urban Development – Community Development Block Grant Program to be used for the development of suitable housing environment and expansion of economic opportunities for low and moderate income families.

Special Districts Administration Fund

This fund is used to account for the coordination and administration of all special assessments districts formed within the City for infrastructure improvements.

NPDES CSA Fund

This fund is used to account for the City's National Pollutant Discharge Elimination System program.

Housing Assistance Programs Fund

This fund is used to account for federal funds received from the U.S. Department of Housing and Urban Development to be used to develop and implement programs that expand the supply of affordable housing for low and very low income families.

MV00198408

SPECIAL REVENUE FUNDS (CONTINUED):

Child Care Grant Fund

This fund is used to account for the Child Care grant program which provides after-school day care for the City's residents.

Parks and Community Services PAL Grant Fund

This fund is used to account for the Police Activities League (PAL) grant to promote the individual growth of the targeted youths and to provide positive alternatives for the participants. The Parks and Recreation Department administers the program through a collaborative effort with the Moreno Valley Police Department.

Used Oil Recycling Fund

This fund is used to account for the California Integrated Waste Management Board Used Oil Block Grant. The program provides public education and convenient used oil collection sites.

Storm Water Maintenance

This fund is used to ensure the safety and cleanliness of our City streets and the City's maintained storm drain system by cleaning all catch basins, connector pipes and culverts on an annual basis, and by providing emergency services, as needed.

Traffic Congestion Relief Fund

This fund is used to account for revenues and expenditures related to legally restricted funds obtained through grants from the State of California for traffic congestion relief.

Disaster Fund

This fund is used to account for unforeseeable disasters and emergency situations for which reimbursement may become available.

Beverage Container Recycling Fund

This fund is used to account for the Department of Conservation Beverage Container Recycling grant.

Emergency Management Preparedness Grant Fund

This fund is used to account for the receipt and disbursement of grant funds providing terrorism preparedness, an Emergency Operating Center (EOC), emergency planning and management of the Certified Emergency Response Team (CERT).

ASES Program Grant

This fund is used to account for the After School Education and Safety grant.

Box Springs Water EPA Grant

This fund is used to account for the Box Springs Water Environmental Protection Agency grant.

TCA2-06-22 Local Gov't Waste Tire Clean & Amnesty Event Grant Program

This fund is used to account for the TCA2-06-22 Local Government Waste Tire Clean-up & Amnesty Event grant.

TRI16-06-1 Targeted Rubberized Asphalt Concrete Incentive Grant

This fund is used to account for the recycling grant from the California Integrated Waste Management Board, which essentially pays for the differential costs of an asphalt overlay project.

MV00198409

NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)

SPECIAL REVENUE FUNDS (CONTINUED):

Prop 1B

This fund is used to account for the City's share of Prop 1B revenue restricted for transportation programs.

Neighborhood Stabilization Grant

This fund is used to account for the grant allocation received by the City from HUD to address the foreclosure crisis and implement a neighborhood stabilization program (NSP) aimed at assisting low- to moderate- income households, while targeting the areas of the City most affected by the foreclosures.

CDBG Recovery Act of 2009

This fund is used to account for the grant allocation used in implementing activities that benefit the low and moderate income population in accordance with the Recovery Act objectives.

FHWA TRANSIMS

This fund is used to account for the financial transactions regarding the City's contract with the U.S. Department of Transportation Federal Highway Administration. In accordance with the contract, the City will construct a new citywide traffic model using the TRANSIMS program and analyze impacts of land-use changes on the circulation system.

CFD #4M

This fund is used to account for the maintenance and administration costs of the detention basin within Centerpointe Business Park.

H.E.A.L.

This fund is used to account for the donation and use of funds received from Kaiser Foundation Health Plan, as required by donor.

Workforce Housing Program

This fund is used to account for the grant funding received from the California Department of Housing and Community Development for construction or acquisition of capital assets as a reward for providing quality affordable housing for low-income households.

ETA Job Training Grant

This fund is used to account for the grant funding received from the U.S. Department of Labor's Employment Training Administration to implement youth job training programs in the customer service and warehouse, distribution and logistics industries.

Homelessness Prevention Program

This fund is used to account for the Homelessness Prevention Program grant which aims to assist households that would otherwise become homeless (many, due to the economic crises) or rapidly re-house those who are homeless or at risk of homelessness.

Energy Efficiency & Conservation Block Grant

This fund is used to account for the federal grant funding received by the City to fund projects that improve energy efficiency, lower energy usage, and reduce fossil fuel emissions.

MV00198410

SPECIAL REVENUE FUNDS (CONTINUED):

Civil Penalties

This fund is used to account for all financial transactions involving civil penalties received by the City in accordance with the provisions of SB 1137, which requires legal owners of vacant properties to maintain and care for them.

Emergency Services Agency Fines

This fund is used to account for the financial transactions involving AMR fines received by the City, which are to be used only to fund the purchase of various equipment needed by the Fire Department.

CAPITAL PROJECTS FUNDS:

City Hall Capital/Administration Fund

This fund is used to account for various general City Hall capital improvements and projects.

Capital Improvements Fund

This fund is used to account for revenues received to construct capital projects to mitigate the impact of new development on the City's infrastructure.

Public Works Capital Projects Fund

This fund is used to account for general City capital projects.

Traffic Signal Mitigation Fund

This fund is used to account for traffic signal projects funded by revenues received from traffic mitigation fees.

Fire Services Capital Projects Fund

This fund is used to account for capital projects specific to Fire Services, including construction of new fire stations.

Park Acquisition and Development Fund

This fund is used to account for parks acquisition and development projects funded by revenues received from developers on a dwelling unit basis in accordance with the Quimby Act, a 1965 provision in the State Subdivision Map Act for the dedication of park land.

Lease Revenue Bonds 2005 Capital Projects

This fund is used to account for the construction of capital improvements funded by the 2005 Lease Revenue Bonds issued in July 2005.

Towngate Capital/Administration Fund

This fund is used to account for the acquisition and construction of capital facilities in the Towngate area financed through special tax bonds.

Warner Ranch Capital/Development Fund

This fund is used to account for the acquisition or construction of capital facilities in the Warner Ranch area financed through special assessments.

Auto Mall Capital/Administration Fund

This fund is used to account for the acquisition or construction of capital facilities in the Auto Mall area financed through special tax bonds.

MV00198411

NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)

CAPITAL PROJECTS FUNDS (CONTINUED):

Parks and Community Services Capital Projects Fund

This fund is used to account for general parks and recreation capital projects, the development of new parks and recreation facilities, community parks, neighborhood parks and sports facilities and for the major renovation of existing parks and facilities.

TUMF Capital Projects Fund

This fund is used to account for transportation capital projects funded by the City's share of the Transportation Uniform Mitigation Fee (TUMF) which is a mandatory development impact fee program in Western Riverside County. This program, enacted by a two-thirds majority of voters in 2002, was designed to pay for major roads and interchange projects that are needed to serve communities as a result of new development. The Western Riverside Council of Governments (WRCOG) administers the program.

DIF Capital Projects Fund

This group of funds is used to account for construction of major capital improvements funded by the development impact fee (DIF) revenues charged to developers.

DEBT SERVICE FUNDS:

OPA Sales Tax Agreements Fund

This fund is used to account for the accumulation of 50% of sales tax revenue for certain retail stores and for the payment of principal and interest related to the ownership participation agreements between the Community Redevelopment Agency and certain retail stores.

City Hall COPs Series 1997 Debt Service Fund

This fund is used to account for the accumulation of resources and for the payment of principal, interest, and trustee and administrative costs related to the City Hall Refunding Certificates of Participation issued May 1, 1997.

Auto Mall Special Tax Bonds Debt Service Fund

This fund is used to account for the accumulation of resources and for the payment of principal, interest, and trustee and administrative costs related to the Auto Mall Special Tax Bonds Series 2000 (Auto Mall Refinancing).

Certificates of Participation Series 1993 Debt Service Fund

This fund was used to account for the accumulation of resources and for the payment of principal, interest, and trustee and administrative costs related to the now defeased Refunding Certificates of Participation issued October 1, 1993.

Public Safety Lease Revenue Bonds 1997 Debt Service Fund

This fund is used to account for the accumulation of resources and for the payment of principal, interest, and trustee and administrative costs related to the Public Safety Lease Revenue Bonds issued November 1, 1997.

Lease Revenue Bonds 2005 Debt Service Fund

This fund is used to account for the accumulation of resources and for the payment of principal, interest, and trustee and administrative costs related to the 2005 Lease Revenue Bonds issued in July 2005 to finance various City capital improvements.

MV00198412

DEBT SERVICE FUNDS (CONTINUED):

2007 Towngate Improvement Refunding Debt Service Fund

This fund is used to account for the accumulation of resources and for the payment of principal, interest, and trustee and administrative costs related to the Improvement Area No. 1 Special Tax Refunding Bonds issued November 29, 2007.

2007 Towngate Refunding Debt Service Fund

This fund is used to account for the accumulation of resources and for the payment of principal, interest, and trustee and administrative costs related to the Special Tax Refunding Bonds issued November 29, 2007.

PERMANENT FUNDS:

Celebration Park Endowment Fund

This fund is used to account for the endowment program for Celebration Park. The principal endowment amount was provided by a developer. The Parks and Community Services Department will use 85% of the interest earned each year to sponsor a community event at Celebration Park for the surrounding community to enhance community pride and involvement.

Equestrian Trail Endowment Fund

This fund is used to account for the endowment program for the Equestrian Trail. The principal endowment amount was provided by a developer. The interest earned will be used for the benefit of citywide trail use, maintenance, education and other trail-related costs.

Rockridge Park Endowment Fund

This fund is used to account for the endowment program provided for Rockridge Park. The principal endowment was provided by a developer. The interest earned will be used for the benefit of the facilities at Rockridge Park.

MV00198413

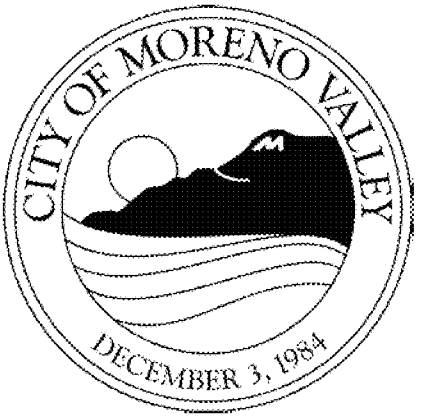

MV00198414

City of Moreno Valley
Nonmajor Governmental Funds
Combining Balance Sheet
June 30, 2010

	Special Revenue Funds		
	State Gasoline Tax	**Article 3 Transportation**	**Measure A**
Assets:			
Pooled cash and investments	$ 329,941	$ -	$ 10,380,528
Receivables:			
Accounts	7,992	-	783,537
Notes and loans	-	-	-
Interest	-	-	-
Prepaid costs	-	-	-
Due from other governments	514,237	-	769,592
Due from other funds	-	-	-
Advances to other funds	-	-	-
Total Assets	**$ 852,170**	**$ -**	**$ 11,933,657**
Liabilities and Fund Balances:			
Liabilities:			
Accounts payable	$ 7,338	$ -	$ 344,850
Accrued liabilities	135,034	-	24,207
Due to other funds	-	-	-
Due to other governments	-	-	-
Deferred revenue	-	-	-
Unearned revenue	-	-	-
Total Liabilities	**142,372**	**-**	**369,057**
Fund Balances:			
Reserved:			
Reserved for encumbrances	-	-	1,550,473
Reserved for prepaid and other assets	-	-	-
Reserved for debt service	-	-	-
Reserved for long-term receivables	-	-	-
Reserved for advances to other funds	-	-	-
Unreserved:			
Designated:			
Designated for continuing appropriations	-	-	8,465,530
Undesignated	709,798	-	1,548,597
Total Fund Balances	**709,798**	**-**	**11,564,600**
Total Liabilities & Fund Balances	**$ 852,170**	**$ -**	**$ 11,933,657**

MV00198415

Special Revenue Funds			
Law Enforcement	Public Education/ Government Access Program	Air Quality Management	
			Assets:
$ 246,040	$ 1,817,511	$ 499,687	Pooled cash and investments
			Receivables:
-	122,559	-	Accounts
-	-	-	Notes and loans
-	-	-	Interest
-	-	-	Prepaid costs
397,783	-	56,650	Due from other governments
-	-	-	Due from other funds
-	-	-	Advances to other funds
$ 643,823	**$ 1,940,070**	**$ 556,337**	**Total Assets**
			Liabilities and Fund Balances:
			Liabilities:
$ 69,653	$ -	$ -	Accounts payable
2,736	11,535	2,109	Accrued liabilities
326,907	-	-	Due to other funds
593	-	-	Due to other governments
-	-	-	Deferred revenue
242,452	-	-	Unearned revenue
642,341	**11,535**	**2,109**	**Total Liabilities**
			Fund Balances:
			Reserved:
7,177	-	2,950	Reserved for encumbrances
-	-	-	Reserved for prepaid and other assets
-	-	-	Reserved for debt service
-	-	-	Reserved for long-term receivables
-	-	-	Reserved for advances to other funds
			Unreserved:
			Designated:
-	-	492,537	Designated for continuing appropriations
(5,695)	1,928,535	58,741	Undesignated
1,482	**1,928,535**	**554,228**	**Total Fund Balances**
$ 643,823	**$ 1,940,070**	**$ 556,337**	**Total Liabilities & Fund Balances**

MV00198416

City of Moreno Valley
Nonmajor Governmental Funds
Combining Balance Sheet
June 30, 2010

	Special Revenue Funds		
	Community Development Block Grant	**Special Districts Administration**	**NPDES CSA**
Assets:			
Pooled cash and investments	$ -	$ 294,282	$ 279,154
Receivables:			
Accounts	-	12,571	59,299
Notes and loans	100,000	-	-
Interest	5,725	-	-
Prepaid costs	-	11,708	-
Due from other governments	848,649	-	27,253
Due from other funds	-	90,291	-
Advances to other funds	-	580,657	-
Total Assets	**$ 954,374**	**$ 989,509**	**$ 365,706**
Liabilities and Fund Balances:			
Liabilities:			
Accounts payable	$ 442,907	$ 1,137	$ 12,517
Accrued liabilities	18,439	34,341	27,990
Due to other funds	358,355	-	-
Due to other governments	-	-	-
Deferred revenue	5,725	-	16,478
Unearned revenue	-	-	-
Total Liabilities	**825,426**	**35,478**	**56,985**
Fund Balances:			
Reserved:			
Reserved for encumbrances	187,151	-	-
Reserved for prepaid and other assets	-	11,708	-
Reserved for debt service	-	-	-
Reserved for long-term receivables	100,000	-	-
Reserved for advances to other funds	-	580,657	-
Unreserved:			
Designated:			
Designated for continuing appropriations	-	-	-
Undesignated	(158,203)	361,666	308,721
Total Fund Balances	**128,948**	**954,031**	**308,721**
Total Liabilities & Fund Balances	**$ 954,374**	**$ 989,509**	**$ 365,706**

MV00198417

Special Revenue Funds			
Housing Assistance Programs	Child Care Grant	Parks and Community Services PAL Grant	
			Assets:
$ 453,234	$ 243,748	$ -	Pooled cash and investments
			Receivables:
-	-	-	Accounts
3,941,971	-	-	Notes and loans
198,697	-	-	Interest
-	16,439	-	Prepaid costs
12,600	9,751	-	Due from other governments
-	-	-	Due from other funds
-	-	-	Advances to other funds
$ 4,606,502	**$ 269,938**	**$ -**	**Total Assets**
			Liabilities and Fund Balances:
			Liabilities:
$ -	$ 2,513	$ -	Accounts payable
1,863	281,565	-	Accrued liabilities
-	-	-	Due to other funds
-	-	-	Due to other governments
198,697	-	-	Deferred revenue
-	-	-	Unearned revenue
200,560	**284,078**	**-**	**Total Liabilities**
			Fund Balances:
			Reserved:
69,496	-	-	Reserved for encumbrances
-	16,439	-	Reserved for prepaid and other assets
-	-	-	Reserved for debt service
3,941,971	-	-	Reserved for long-term receivables
-	-	-	Reserved for advances to other funds
			Unreserved:
			Designated:
238,146	-	-	Designated for continuing appropriations
156,329	(30,579)	-	Undesignated
4,405,942	**(14,140)**	**-**	**Total Fund Balances**
$ 4,606,502	**$ 269,938**	**$ -**	**Total Liabilities & Fund Balances**

MV00198418

City of Moreno Valley
Nonmajor Governmental Funds
Combining Balance Sheet
June 30, 2010

	Special Revenue Funds		
	Used Oil Recycling	**Storm Water Maintenance**	**Traffic Congestion Relief**
Assets:			
Pooled cash and investments	$ -	$ -	$ 1,090,678
Receivables:			
Accounts	-	197,816	-
Notes and loans	-	-	-
Interest	-	-	-
Prepaid costs	-	-	-
Due from other governments	-	-	472,155
Due from other funds	-	-	-
Advances to other funds	-	-	-
Total Assets	**$ -**	**$ 197,816**	**$ 1,562,833**
Liabilities and Fund Balances:			
Liabilities:			
Accounts payable	$ 14,081	$ 7,402	$ -
Accrued liabilities	-	15,112	2,062
Due to other funds	11,593	66,020	-
Due to other governments	-	-	-
Deferred revenue	-	128,452	-
Unearned revenue	-	-	-
Total Liabilities	**25,674**	**216,986**	**2,062**
Fund Balances:			
Reserved:			
Reserved for encumbrances	-	-	-
Reserved for prepaid and other assets	-	-	-
Reserved for debt service	-	-	-
Reserved for long-term receivables	-	-	-
Reserved for advances to other funds	-	-	-
Unreserved:			
Designated:			
Designated for continuing appropriations	-	-	-
Undesignated	(25,674)	(19,170)	1,560,771
Total Fund Balances	**(25,674)**	**(19,170)**	**1,560,771**
Total Liabilities & Fund Balances	**$ -**	**$ 197,816**	**$ 1,562,833**

MV00198419

Special Revenue Funds			
Disaster	Beverage Container Recycling	Emergency Management Preparedness Grant	
			Assets:
$ 340,453	$ 15,053	$ -	Pooled cash and investments
			Receivables:
-	-	-	Accounts
-	-	-	Notes and loans
-	-	-	Interest
-	-	-	Prepaid costs
-	-	38,564	Due from other governments
-	-	-	Due from other funds
-	-	-	Advances to other funds
$ 340,453	**$ 15,053**	**$ 38,564**	**Total Assets**
			Liabilities and Fund Balances:
			Liabilities:
$ -	$ -	$ -	Accounts payable
-	-	3,616	Accrued liabilities
-	-	34,948	Due to other funds
-	-	-	Due to other governments
-	15,053	-	Deferred revenue
-	-	-	Unearned revenue
-	**15,053**	**38,564**	**Total Liabilities**
			Fund Balances:
			Reserved:
-	-	-	Reserved for encumbrances
-	-	-	Reserved for prepaid and other assets
-	-	-	Reserved for debt service
-	-	-	Reserved for long-term receivables
-	-	-	Reserved for advances to other funds
			Unreserved:
			Designated:
-	-	-	Designated for continuing appropriations
340,453	-	-	Undesignated
340,453	**-**	**-**	**Total Fund Balances**
$ 340,453	**$ 15,053**	**$ 38,564**	**Total Liabilities & Fund Balances**

MV00198420

City of Moreno Valley
Nonmajor Governmental Funds
Combining Balance Sheet
June 30, 2010

	Special Revenue Funds		
	ASES Program Grant	**Box Springs Water EPA Grant**	**TCA2-06-22 Local Gov't Waste TI**
Assets:			
Pooled cash and investments	$ -	$ -	$ -
Receivables:			
Accounts	69	-	-
Notes and loans	-	-	-
Interest	-	-	-
Prepaid costs	-	-	-
Due from other governments	498,840	60,016	-
Due from other funds	-	-	-
Advances to other funds	-	-	-
Total Assets	**$ 498,909**	**$ 60,016**	**$ -**
Liabilities and Fund Balances:			
Liabilities:			
Accounts payable	$ 119,049	$ -	$ -
Accrued liabilities	67,247	-	-
Due to other funds	197,320	59,665	-
Due to other governments	-	-	-
Deferred revenue	-	-	-
Unearned revenue	-	-	-
Total Liabilities	**383,616**	**59,665**	**-**
Fund Balances:			
Reserved:			
Reserved for encumbrances	-	-	-
Reserved for prepaid and other assets	-	-	-
Reserved for debt service	-	-	-
Reserved for long-term receivables	-	-	-
Reserved for advances to other funds	-	-	-
Unreserved:			
Designated:			
Designated for continuing appropriations	-	-	-
Undesignated	115,293	351	-
Total Fund Balances	**115,293**	**351**	**-**
Total Liabilities & Fund Balances	**$ 498,909**	**$ 60,016**	**$ -**

MV00198421

Special Revenue Funds			
TRI16-06-1 Targeted Rubberized	Prop 1B	Neighborhood Stabilization Grant	
			Assets:
$ -	$ 4,235,656	$ -	Pooled cash and investments
			Receivables:
-	-	97,814	Accounts
-	-	-	Notes and loans
-	-	-	Interest
-	-	-	Prepaid costs
-	-	-	Due from other governments
-	-	-	Due from other funds
-	-	-	Advances to other funds
$ -	**$ 4,235,656**	**$ 97,814**	**Total Assets**
			Liabilities and Fund Balances:
			Liabilities:
$ -	$ 21,699	$ 165,396	Accounts payable
-	864	7,852	Accrued liabilities
26,474	-	772,778	Due to other funds
-	-	-	Due to other governments
-	-	-	Deferred revenue
-	-	-	Unearned revenue
26,474	**22,563**	**946,026**	**Total Liabilities**
			Fund Balances:
			Reserved:
-	211,882	16,724	Reserved for encumbrances
-	-	-	Reserved for prepaid and other assets
-	-	-	Reserved for debt service
-	-	-	Reserved for long-term receivables
-	-	-	Reserved for advances to other funds
			Unreserved:
			Designated:
-	1,317,974	-	Designated for continuing appropriations
(26,474)	2,683,237	(864,936)	Undesignated
(26,474)	**4,213,093**	**(848,212)**	**Total Fund Balances**
$ -	**$ 4,235,656**	**$ 97,814**	**Total Liabilities & Fund Balances**

MV00198422

City of Moreno Valley
Nonmajor Governmental Funds
Combining Balance Sheet
June 30, 2010

	Special Revenue Funds		
	CDBG Recovery Act of 2009	**FHWA TRANSIMS**	**CFD #4M**
Assets:			
Pooled cash and investments	$ 1,980	$ -	$ 55,783
Receivables:			
Accounts	-	-	-
Notes and loans	-	-	-
Interest	-	-	-
Prepaid costs	-	-	-
Due from other governments	107,841	-	-
Due from other funds	-	-	-
Advances to other funds	-	-	-
Total Assets	**$ 109,821**	**$ -**	**$ 55,783**
Liabilities and Fund Balances:			
Liabilities:			
Accounts payable	$ 450	$ 6,758	$ -
Accrued liabilities	1,213	4,933	-
Due to other funds	-	12,642	-
Due to other governments	-	-	-
Deferred revenue	-	-	-
Unearned revenue	108,158	-	-
Total Liabilities	**109,821**	**24,333**	**-**
Fund Balances:			
Reserved:			
Reserved for encumbrances	-	8,717	-
Reserved for prepaid and other assets	-	-	-
Reserved for debt service	-	-	-
Reserved for long-term receivables	-	-	-
Reserved for advances to other funds	-	-	-
Unreserved:			
Designated:			
Designated for continuing appropriations	-	-	-
Undesignated	-	(33,050)	55,783
Total Fund Balances	**-**	**(24,333)**	**55,783**
Total Liabilities & Fund Balances	**$ 109,821**	**$ -**	**$ 55,783**

MV00198423

Special Revenue Funds			
H.E.A.L.	Workforce Housing Program	ETA Job Training Grant	
			Assets:
$ 3,000	$ 120,074	$ -	Pooled cash and investments
			Receivables:
-	-	-	Accounts
-	-	-	Notes and loans
-	-	-	Interest
-	-	-	Prepaid costs
-	-	33,087	Due from other governments
-	-	-	Due from other funds
-	-	-	Advances to other funds
$ 3,000	**$ 120,074**	**$ 33,087**	**Total Assets**
			Liabilities and Fund Balances:
			Liabilities:
$ -	$ 120,074	$ 19,489	Accounts payable
-	-	-	Accrued liabilities
-	-	20,225	Due to other funds
-	-	-	Due to other governments
-	-	-	Deferred revenue
-	-	-	Unearned revenue
-	**120,074**	**39,714**	**Total Liabilities**
			Fund Balances:
			Reserved:
-	-	1,168	Reserved for encumbrances
-	-	-	Reserved for prepaid and other assets
-	-	-	Reserved for debt service
-	-	-	Reserved for long-term receivables
-	-	-	Reserved for advances to other funds
			Unreserved:
			Designated:
-	-	-	Designated for continuing appropriations
3,000	-	(7,795)	Undesignated
3,000	**-**	**(6,627)**	**Total Fund Balances**
$ 3,000	**$ 120,074**	**$ 33,087**	**Total Liabilities & Fund Balances**

MV00198424

City of Moreno Valley
Nonmajor Governmental Funds
Combining Balance Sheet
June 30, 2010

	Special Revenue Funds		
	Homelessness Prevention Program	**Energy Efficiency & Conservation Block Grant**	**Civil Penalties**
Assets:			
Pooled cash and investments	$ -	$ -	$ 273,413
Receivables:			
Accounts	-	-	11,001
Notes and loans	-	-	-
Interest	-	-	-
Prepaid costs	-	-	-
Due from other governments	207,168	6,992	-
Due from other funds	-	-	-
Advances to other funds	-	-	-
Total Assets	**$ 207,168**	**$ 6,992**	**$ 284,414**
Liabilities and Fund Balances:			
Liabilities:			
Accounts payable	$ 105,511	$ -	$ -
Accrued liabilities	1,021	6,859	-
Due to other funds	100,636	133	-
Due to other governments	-	-	-
Deferred revenue	-	-	-
Unearned revenue	-	-	-
Total Liabilities	**207,168**	**6,992**	**-**
Fund Balances:			
Reserved:			
Reserved for encumbrances	228,460	-	-
Reserved for prepaid and other assets	-	-	-
Reserved for debt service	-	-	-
Reserved for long-term receivables	-	-	-
Reserved for advances to other funds	-	-	-
Unreserved:			
Designated:			
Designated for continuing appropriations	-	-	-
Undesignated	(228,460)	-	284,414
Total Fund Balances	**-**	**-**	**284,414**
Total Liabilities & Fund Balances	**$ 207,168**	**$ 6,992**	**$ 284,414**

MV00198425

Special Revenue Funds	
Emergency Services Agency Fines	
	Assets:
$ 147,523	Pooled cash and investments
	Receivables:
50,863	Accounts
-	Notes and loans
-	Interest
-	Prepaid costs
-	Due from other governments
-	Due from other funds
-	Advances to other funds
$ 198,386	**Total Assets**
	Liabilities and Fund Balances:
	Liabilities:
$ -	Accounts payable
-	Accrued liabilities
-	Due to other funds
-	Due to other governments
-	Deferred revenue
-	Unearned revenue
-	**Total Liabilities**
	Fund Balances:
	Reserved:
-	Reserved for encumbrances
-	Reserved for prepaid and other assets
-	Reserved for debt service
-	Reserved for long-term receivables
-	Reserved for advances to other funds
	Unreserved:
	Designated:
-	Designated for continuing appropriations
198,386	Undesignated
198,386	**Total Fund Balances**
$ 198,386	**Total Liabilities & Fund Balances**

MV00198426

City of Moreno Valley
Nonmajor Governmental Funds
Combining Balance Sheet
June 30, 2010

	Capital Projects Funds		
	City Hall Capital/ Administration	**Capital Improvements**	**Public Works Capital Projects**
Assets:			
Pooled cash and investments	$ 10,567,607	$ 176,852	$ 86,180
Receivables:			
Accounts	-	-	-
Notes and loans	-	-	-
Interest	-	-	-
Prepaid costs	-	-	-
Due from other governments	-	-	-
Due from other funds	-	-	-
Advances to other funds	-	-	-
Total Assets	**$ 10,567,607**	**$ 176,852**	**$ 86,180**
Liabilities and Fund Balances:			
Liabilities:			
Accounts payable	$ 38,778	$ -	$ 14,310
Accrued liabilities	7,228	-	11
Due to other funds	-	-	-
Due to other governments	-	-	-
Deferred revenue	-	-	-
Unearned revenue	-	-	-
Total Liabilities	**46,006**	**-**	**14,321**
Fund Balances:			
Reserved:			
Reserved for encumbrances	1,406,631	-	-
Reserved for prepaid and other assets	-	-	-
Reserved for debt service	-	-	-
Reserved for long-term receivables	-	-	-
Reserved for advances to other funds	-	-	-
Unreserved:			
Designated:			
Designated for continuing appropriations	4,975,566	-	30,000
Undesignated	4,139,404	176,852	41,859
Total Fund Balances	**10,521,601**	**176,852**	**71,859**
Total Liabilities & Fund Balances	**$ 10,567,607**	**$ 176,852**	**$ 86,180**

MV00198427

Capital Projects Funds			
Traffic Signal Mitigation	Fire Services Capital Projects	Park Acquisition and Development	
			Assets:
$ 137,578	$ 1,903,384	$ 230	Pooled cash and investments
			Receivables:
-	-	-	Accounts
-	-	-	Notes and loans
-	-	-	Interest
-	-	-	Prepaid costs
-	-	-	Due from other governments
-	-	-	Due from other funds
-	-	-	Advances to other funds
$ 137,578	**$ 1,903,384**	**$ 230**	**Total Assets**
			Liabilities and Fund Balances:
			Liabilities:
$ -	$ -	$ -	Accounts payable
-	11	-	Accrued liabilities
-	-	-	Due to other funds
-	-	-	Due to other governments
-	-	-	Deferred revenue
-	-	-	Unearned revenue
-	**11**	**-**	**Total Liabilities**
			Fund Balances:
			Reserved:
-	-	-	Reserved for encumbrances
-	-	-	Reserved for prepaid and other assets
-	-	-	Reserved for debt service
-	-	-	Reserved for long-term receivables
-	-	-	Reserved for advances to other funds
			Unreserved:
			Designated:
-	-	-	Designated for continuing appropriations
137,578	1,903,373	230	Undesignated
137,578	**1,903,373**	**230**	**Total Fund Balances**
$ 137,578	**$ 1,903,384**	**$ 230**	**Total Liabilities & Fund Balances**

MV00198428

City of Moreno Valley
Nonmajor Governmental Funds
Combining Balance Sheet
June 30, 2010

	Capital Projects Funds		
	Lease Revenue Bonds 2005 Capital Projects	**Towngate Capital/ Administration**	**Warner Ranch Capital/ Development**
Assets:			
Pooled cash and investments	$ 6,597,206	$ 6,349	$ 12,618
Receivables:			
Accounts	-	-	-
Notes and loans	-	-	-
Interest	-	-	-
Prepaid costs	-	-	-
Due from other governments	-	-	-
Due from other funds	-	-	-
Advances to other funds	-	-	-
Total Assets	**$ 6,597,206**	**$ 6,349**	**$ 12,618**
Liabilities and Fund Balances:			
Liabilities:			
Accounts payable	$ 1,537,097	$ -	$ -
Accrued liabilities	16,073	-	-
Due to other funds	-	-	4,500
Due to other governments	-	-	-
Deferred revenue	-	-	-
Unearned revenue	-	-	-
Total Liabilities	**1,553,170**	**-**	**4,500**
Fund Balances:			
Reserved:			
Reserved for encumbrances	798,461	-	-
Reserved for prepaid and other assets	-	-	-
Reserved for debt service	-	-	-
Reserved for long-term receivables	-	-	-
Reserved for advances to other funds	-	-	-
Unreserved:			
Designated:			
Designated for continuing appropriations	3,581,414	-	-
Undesignated	664,161	6,349	8,118
Total Fund Balances	**5,044,036**	**6,349**	**8,118**
Total Liabilities & Fund Balances	**$ 6,597,206**	**$ 6,349**	**$ 12,618**

MV00198429

Capital Projects Funds			
Auto Mall Capital/ Administration	Parks and Community Services Capital Projects	TUMF Capital Projects	
			Assets:
$ -	$ 6,477,682	$ -	Pooled cash and investments
			Receivables:
-	-	1,684,974	Accounts
-	-	-	Notes and loans
-	-	-	Interest
-	-	-	Prepaid costs
-	-	-	Due from other governments
-	-	-	Due from other funds
-	-	-	Advances to other funds
$ -	**$ 6,477,682**	**$ 1,684,974**	**Total Assets**
			Liabilities and Fund Balances:
			Liabilities:
$ -	$ 26,015	$ 557,771	Accounts payable
-	82	7,039	Accrued liabilities
2,256	-	1,760,878	Due to other funds
-	-	-	Due to other governments
-	-	-	Deferred revenue
-	-	-	Unearned revenue
2,256	**26,097**	**2,325,688**	**Total Liabilities**
			Fund Balances:
			Reserved:
-	28,295	1,184,901	Reserved for encumbrances
-	-	-	Reserved for prepaid and other assets
-	-	-	Reserved for debt service
-	-	-	Reserved for long-term receivables
-	-	-	Reserved for advances to other funds
			Unreserved:
			Designated:
-	3,520,152	-	Designated for continuing appropriations
(2,256)	2,903,138	(1,825,615)	Undesignated
(2,256)	**6,451,585**	**(640,714)**	**Total Fund Balances**
$ -	**$ 6,477,682**	**$ 1,684,974**	**Total Liabilities & Fund Balances**

MV00198430

City of Moreno Valley
Nonmajor Governmental Funds
Combining Balance Sheet
June 30, 2010

	Capital Projects Funds
	DIF Capital Projects
Assets:	
Pooled cash and investments	$ 4,193,585
Receivables:	
Accounts	376
Notes and loans	-
Interest	-
Prepaid costs	-
Due from other governments	-
Due from other funds	-
Advances to other funds	-
Total Assets	**$ 4,193,961**
Liabilities and Fund Balances:	
Liabilities:	
Accounts payable	$ 26,076
Accrued liabilities	10,186
Due to other funds	-
Due to other governments	-
Deferred revenue	-
Unearned revenue	-
Total Liabilities	**36,262**
Fund Balances:	
Reserved:	
Reserved for encumbrances	477,851
Reserved for prepaid and other assets	-
Reserved for debt service	-
Reserved for long-term receivables	-
Reserved for advances to other funds	-
Unreserved:	
Designated:	
Designated for continuing appropriations	3,677,730
Undesignated	2,118
Total Fund Balances	**4,157,699**
Total Liabilities & Fund Balances	**$ 4,193,961**

MV00198431

Debt Service Funds			
OPA Sales Tax Agreements	City Hall COPs Series 1997	Auto Mall Special Tax Bonds	
			Assets:
$ 92,488	$ 939,065	$ 2,397,341	Pooled cash and investments
			Receivables:
-	-	-	Accounts
-	-	-	Notes and loans
-	-	-	Interest
-	-	-	Prepaid costs
-	-	-	Due from other governments
-	-	-	Due from other funds
-	-	-	Advances to other funds
$ 92,488	**$ 939,065**	**$ 2,397,341**	**Total Assets**
			Liabilities and Fund Balances:
			Liabilities:
$ 92,488	$ -	$ 30,168	Accounts payable
-	-	-	Accrued liabilities
-	-	-	Due to other funds
-	-	-	Due to other governments
-	-	-	Deferred revenue
-	-	-	Unearned revenue
92,488	**-**	**30,168**	**Total Liabilities**
			Fund Balances:
			Reserved:
-	-	-	Reserved for encumbrances
-	-	-	Reserved for prepaid and other assets
-	939,065	2,367,173	Reserved for debt service
-	-	-	Reserved for long-term receivables
-	-	-	Reserved for advances to other funds
			Unreserved:
			Designated:
-	-	-	Designated for continuing appropriations
-	-	-	Undesignated
-	**939,065**	**2,367,173**	**Total Fund Balances**
$ 92,488	**$ 939,065**	**$ 2,397,341**	**Total Liabilities & Fund Balances**

MV00198432

City of Moreno Valley
Nonmajor Governmental Funds
Combining Balance Sheet
June 30, 2010

	Debt Service Funds		
	Certificates of Participation Series 1993	**Public Safety Lease Revenue Bonds 1997**	**Lease Revenue Bonds 2005 Debt Service**
Assets:			
Pooled cash and investments	$ -	$ 763,764	$ 8,788,144
Receivables:			
Accounts	-	-	-
Notes and loans	-	-	-
Interest	-	-	-
Prepaid costs	-	-	-
Due from other governments	-	-	-
Due from other funds	-	-	-
Advances to other funds	-	-	-
Total Assets	**$ -**	**$ 763,764**	**$ 8,788,144**
Liabilities and Fund Balances:			
Liabilities:			
Accounts payable	$ -	$ -	$ -
Accrued liabilities	-	-	-
Due to other funds	-	-	-
Due to other governments	-	-	-
Deferred revenue	-	-	-
Unearned revenue	-	-	-
Total Liabilities	**-**	**-**	**-**
Fund Balances:			
Reserved:			
Reserved for encumbrances	-	-	-
Reserved for prepaid and other assets	-	-	-
Reserved for debt service	-	763,764	8,788,144
Reserved for long-term receivables	-	-	-
Reserved for advances to other funds	-	-	-
Unreserved:			
Designated:			
Designated for continuing appropriations	-	-	-
Undesignated	-	-	-
Total Fund Balances	**-**	**763,764**	**8,788,144**
Total Liabilities & Fund Balances	**$ -**	**$ 763,764**	**$ 8,788,144**

MV00198433

Debt Service Funds		
2007 Towngate Improvement Refunding	2007 Towngate Refunding	
		Assets:
$ 820,975	$ 2,138,951	Pooled cash and investments
		Receivables:
-	-	Accounts
-	-	Notes and loans
-	-	Interest
-	-	Prepaid costs
-	-	Due from other governments
-	-	Due from other funds
-	-	Advances to other funds
$ 820,975	**$ 2,138,951**	**Total Assets**
		Liabilities and Fund Balances:
		Liabilities:
$ -	$ -	Accounts payable
-	-	Accrued liabilities
-	-	Due to other funds
-	-	Due to other governments
-	-	Deferred revenue
-	-	Unearned revenue
-	**-**	**Total Liabilities**
		Fund Balances:
		Reserved:
-	-	Reserved for encumbrances
-	-	Reserved for prepaid and other assets
820,975	2,138,951	Reserved for debt service
-	-	Reserved for long-term receivables
-	-	Reserved for advances to other funds
		Unreserved:
		Designated:
-	-	Designated for continuing appropriations
-	-	Undesignated
820,975	**2,138,951**	**Total Fund Balances**
$ 820,975	**$ 2,138,951**	**Total Liabilities & Fund Balances**

MV00198434

City of Moreno Valley
Nonmajor Governmental Funds
Combining Balance Sheet
June 30, 2010

	Permanent Funds			
	Celebration Park Endowment	**Equestrian Trail Endowment**	**Rockridge Park Endowment**	**Total Nonmajor Funds**
Assets:				
Pooled cash and investments	$ 57,304	$ 11,983	$ 100,000	$ 67,097,024
Receivables:				
Accounts	-	-	-	3,028,871
Notes and loans	-	-	-	4,041,971
Interest	-	-	-	204,422
Prepaid costs	-	-	-	28,147
Due from other governments	-	-	-	4,061,178
Due from other funds	-	-	-	90,291
Advances to other funds	-	-	-	580,657
Total Assets	**$ 57,304**	**$ 11,983**	**$ 100,000**	**$ 79,132,561**
Liabilities and Fund Balances:				
Liabilities:				
Accounts payable	$ -	$ -	$ -	$ 3,783,527
Accrued liabilities	-	-	-	691,228
Due to other funds	-	-	-	3,755,330
Due to other governments	-	-	-	593
Deferred revenue	-	-	-	364,405
Unearned revenue	-	-	-	350,610
Total Liabilities	**-**	**-**	**-**	**8,945,693**
Fund Balances:				
Reserved:				
Reserved for encumbrances	-	-	-	6,180,337
Reserved for prepaid and other assets	-	-	-	28,147
Reserved for debt service	-	-	-	15,818,072
Reserved for long-term receivables	-	-	-	4,041,971
Reserved for advances to other funds	-	-	-	580,657
Unreserved:				
Designated:				
Designated for continuing appropriations	-	-	-	26,299,049
Undesignated	57,304	11,983	100,000	17,238,635
Total Fund Balances	**57,304**	**11,983**	**100,000**	**70,186,868**
Total Liabilities & Fund Balances	**$ 57,304**	**$ 11,983**	**$ 100,000**	**$ 79,132,561**

MV00198435

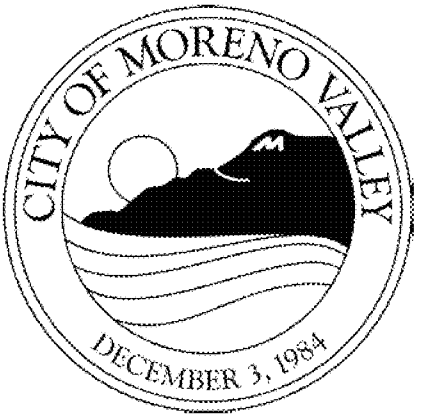

MV00198436

City of Moreno Valley
Nonmajor Governmental Funds
Combining Statement of Revenues,
Expenditures and Changes in Fund Balance
Year ended June 30, 2010

	Special Revenue Funds		
	State Gasoline Tax	**Article 3 Transportation**	**Measure A**
Revenues:			
Taxes:			
Property taxes	$ -	$ -	$ -
Sales taxes	-	-	-
Other Taxes	-	-	-
Intergovernmental	2,992,075	-	5,560,175
Charges for services	-	-	-
Use of money and property	289	14,882	444,841
Miscellaneous	37,772	-	1,747
Total Revenues	**3,030,136**	**14,882**	**6,006,763**
Expenditures:			
Current:			
General government	-	-	-
Public safety	-	-	-
Community development	-	-	-
Public works	3,351,302	-	1,034,199
Community and cultural	-	-	-
Capital outlay	-	-	6,925,711
Debt Service:			
Principal retirement	-	-	-
Interest and fiscal charges	-	-	-
Total Expenditures	**3,351,302**	**-**	**7,959,910**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**(321,166)**	**14,882**	**(1,953,147)**
Other Financing Sources (Uses)			
Transfers in	1,000,000	-	376,984
Transfers out	(1,000,000)	(376,984)	-
Total Other Financing Sources (Uses)	**-**	**(376,984)**	**376,984**
Net Change in Fund Balances	**(321,166)**	**(362,102)**	**(1,576,163)**
Fund Balances, Beginning of Year, as Restated	1,030,964	362,102	13,140,763
Fund Balances, End of Year	**$ 709,798**	**$ -**	**$ 11,564,600**

MV00198437

Special Revenue Funds			
Law Enforcement	Public Education/ Government Access Program	Air Quality Management	
			Revenues:
			Taxes:
$ -	$ -	$ -	Property taxes
-	-	-	Sales taxes
-	-	-	Other Taxes
1,100,288	-	293,423	Intergovernmental
-	-	-	Charges for services
17,780	-	21,882	Use of money and property
5,269	468,097	-	Miscellaneous
1,123,337	**468,097**	**315,305**	**Total Revenues**
			Expenditures:
			Current:
-	436,533	-	General government
712,423	-	-	Public safety
56,946	-	-	Community development
-	-	170,309	Public works
-	-	-	Community and cultural
320,520	-	34,027	Capital outlay
			Debt Service:
-	-	-	Principal retirement
-	-	-	Interest and fiscal charges
1,089,889	**436,533**	**204,336**	**Total Expenditures**
33,448	**31,564**	**110,969**	***Excess (Deficiency) of Revenues Over (Under) Expenditures***
			Other Financing Sources (Uses)
-	300,000	-	Transfers in
(346,960)	(339,150)	-	Transfers out
(346,960)	**(39,150)**	**-**	**Total Other Financing Sources (Uses)**
(313,512)	**(7,586)**	**110,969**	***Net Change in Fund Balances***
314,994	1,936,121	443,259	**Fund Balances, Beginning of Year, as Restated**
$ 1,482	**$ 1,928,535**	**$ 554,228**	**Fund Balances, End of Year**

MV00198438

City of Moreno Valley
Nonmajor Governmental Funds
Combining Statement of Revenues,
Expenditures and Changes in Fund Balance
Year ended June 30, 2010

	Special Revenue Funds		
	Community Development Block Grant	**Special Districts Administration**	**NPDES CSA**
Revenues:			
Taxes:			
Property taxes	$ -	$ -	$ -
Sales taxes	-	-	-
Other Taxes	-	-	-
Intergovernmental	2,238,534	-	94,168
Charges for services	-	726,522	471,467
Use of money and property	-	27,862	-
Miscellaneous	2,313	-	-
Total Revenues	**2,240,847**	**754,384**	**565,635**
Expenditures:			
Current:			
General government	-	-	-
Public safety	-	-	-
Community development	1,346,985	-	-
Public works	-	1,176,018	836,257
Community and cultural	-	-	-
Capital outlay	954,699	-	-
Debt Service:			
Principal retirement	-	-	-
Interest and fiscal charges	-	-	-
Total Expenditures	**2,301,684**	**1,176,018**	**836,257**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**(60,837)**	**(421,634)**	**(270,622)**
Other Financing Sources (Uses)			
Transfers in	-	-	161,274
Transfers out	(5,053)	-	-
Total Other Financing Sources (Uses)	**(5,053)**	**-**	**161,274**
Net Change in Fund Balances	**(65,890)**	**(421,634)**	**(109,348)**
Fund Balances, Beginning of Year, as Restated	194,838	1,375,665	418,069
Fund Balances, End of Year	**$ 128,948**	**$ 954,031**	**$ 308,721**

MV00198439

Housing Assistance Programs	Child Care Grant	Parks and Community Services PAL Grant	
			Revenues:
			Taxes:
$ -	$ -	$ -	Property taxes
-	-	-	Sales taxes
-	-	-	Other Taxes
777,484	694,528	-	Intergovernmental
-	17,293	-	Charges for services
100	-	-	Use of money and property
-	102	-	Miscellaneous
777,584	**711,923**	**-**	**Total Revenues**
			Expenditures:
			Current:
-	-	-	General government
-	-	-	Public safety
144,951	-	-	Community development
-	-	-	Public works
-	687,265	-	Community and cultural
-	-	-	Capital outlay
			Debt Service:
-	24,658	-	Principal retirement
-	-	-	Interest and fiscal charges
144,951	**711,923**	**-**	**Total Expenditures**
632,633	**-**	**-**	***Excess (Deficiency) of Revenues Over (Under) Expenditures***
			Other Financing Sources (Uses)
-	-	-	Transfers in
-	-	(17,414)	Transfers out
-	**-**	**(17,414)**	**Total Other Financing Sources (Uses)**
632,633	**-**	**(17,414)**	***Net Change in Fund Balances***
3,773,309	(14,140)	17,414	**Fund Balances, Beginning of Year, as Restated**
$ 4,405,942	**$ (14,140)**	**$ -**	**Fund Balances, End of Year**

MV00198440

City of Moreno Valley
Nonmajor Governmental Funds
Combining Statement of Revenues,
Expenditures and Changes in Fund Balance
Year ended June 30, 2010

	Special Revenue Funds		
	Used Oil Recycling	**Storm Water Maintenance**	**Traffic Congestion Relief**
Revenues:			
Taxes:			
Property taxes	$ -	$ -	$ -
Sales taxes	-	-	-
Other Taxes	-	-	-
Intergovernmental	39,289	315,259	1,690,338
Charges for services	-	-	-
Use of money and property	-	-	33,710
Miscellaneous	-	-	-
Total Revenues	**39,289**	**315,259**	**1,724,048**
Expenditures:			
Current:			
General government	21,351	-	-
Public safety	-	-	-
Community development	-	-	-
Public works	-	525,214	1,468,275
Community and cultural	-	-	-
Capital outlay	-	-	-
Debt Service:			
Principal retirement	-	-	-
Interest and fiscal charges	-	-	-
Total Expenditures	**21,351**	**525,214**	**1,468,275**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**17,938**	**(209,955)**	**255,773**
Other Financing Sources (Uses)			
Transfers in	1,232	181,978	-
Transfers out	(369)	-	-
Total Other Financing Sources (Uses)	**863**	**181,978**	**-**
Net Change in Fund Balances	**18,801**	**(27,977)**	**255,773**
Fund Balances, Beginning of Year, as Restated	(44,475)	8,807	1,304,998
Fund Balances, End of Year	**$ (25,674)**	**$ (19,170)**	**$ 1,560,771**

MV00198441

Special Revenue Funds			
Disaster	Beverage Container Recycling	Emergency Management Preparedness Grant	
			Revenues:
			Taxes:
$ -	$ -	$ -	Property taxes
-	-	-	Sales taxes
-	-	-	Other Taxes
-	7,767	70,096	Intergovernmental
-	-	-	Charges for services
-	-	-	Use of money and property
-	-	-	Miscellaneous
-	**7,767**	**70,096**	**Total Revenues**
			Expenditures:
			Current:
-	6,632	-	General government
-	-	107,465	Public safety
-	-	-	Community development
-	-	-	Public works
-	-	-	Community and cultural
-	-	-	Capital outlay
			Debt Service:
-	-	-	Principal retirement
-	-	-	Interest and fiscal charges
-	**6,632**	**107,465**	**Total Expenditures**
-	**1,135**	**(37,369)**	***Excess (Deficiency) of Revenues Over (Under) Expenditures***
			Other Financing Sources (Uses)
-	-	32,967	Transfers in
-	-	-	Transfers out
-	**-**	**32,967**	**Total Other Financing Sources (Uses)**
-	**1,135**	**(4,402)**	***Net Change in Fund Balances***
340,453	(1,135)	4,402	**Fund Balances, Beginning of Year, as Restated**
$ 340,453	**$ -**	**$ -**	**Fund Balances, End of Year**

MV00198442

City of Moreno Valley
Nonmajor Governmental Funds
Combining Statement of Revenues,
Expenditures and Changes in Fund Balance
Year ended June 30, 2010

	Special Revenue Funds		
	ASES Program Grant	**Box Springs Water EPA Grant**	**TCA2-06-22 Local Gov't Waste TI**
Revenues:			
Taxes:			
Property taxes	$ -	$ -	$ -
Sales taxes	-	-	-
Other Taxes	-	-	-
Intergovernmental	4,465,067	60,016	-
Charges for services	-	-	-
Use of money and property	23,495	351	-
Miscellaneous	4,399	-	-
Total Revenues	**4,492,961**	**60,367**	**-**
Expenditures:			
Current:			
General government	-	-	-
Public safety	-	-	-
Community development	-	-	-
Public works	-	55,993	2,284
Community and cultural	4,629,478	-	-
Capital outlay	-	-	-
Debt Service:			
Principal retirement	-	-	-
Interest and fiscal charges	-	-	-
Total Expenditures	**4,629,478**	**55,993**	**2,284**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**(136,517)**	**4,374**	**(2,284)**
Other Financing Sources (Uses)			
Transfers in	-	-	2,284
Transfers out	-	(4,237)	-
Total Other Financing Sources (Uses)	**-**	**(4,237)**	**2,284**
Net Change in Fund Balances	**(136,517)**	**137**	**-**
Fund Balances, Beginning of Year, as Restated	251,810	214	-
Fund Balances, End of Year	**$ 115,293**	**$ 351**	**$ -**

MV00198443

Special Revenue Funds			
TRI16-06-1 Targeted Rubberized	Prop 1B	Neighborhood Stabilization Grant	
			Revenues:
			Taxes:
$ -	$ -	$ -	Property taxes
-	-	-	Sales taxes
-	-	-	Other Taxes
-	2,682,869	4,448,719	Intergovernmental
-	-	-	Charges for services
-	-	-	Use of money and property
-	368	400	Miscellaneous
-	**2,683,237**	**4,449,119**	**Total Revenues**
			Expenditures:
			Current:
-	-	-	General government
-	-	-	Public safety
-	-	5,297,010	Community development
26,474	889,288	-	Public works
-	-	-	Community and cultural
-	-	-	Capital outlay
			Debt Service:
-	-	-	Principal retirement
-	-	-	Interest and fiscal charges
26,474	**889,288**	**5,297,010**	**Total Expenditures**
(26,474)	**1,793,949**	**(847,891)**	***Excess (Deficiency) of Revenues Over (Under) Expenditures***
			Other Financing Sources (Uses)
-	-	-	Transfers in
-	-	-	Transfers out
-	**-**	**-**	**Total Other Financing Sources (Uses)**
(26,474)	**1,793,949**	**(847,891)**	***Net Change in Fund Balances***
-	2,419,144	(321)	**Fund Balances, Beginning of Year, as Restated**
$ (26,474)	**$ 4,213,093**	**$ (848,212)**	**Fund Balances, End of Year**

MV00198444

City of Moreno Valley
Nonmajor Governmental Funds
Combining Statement of Revenues,
Expenditures and Changes in Fund Balance
Year ended June 30, 2010

	Special Revenue Funds		
	CDBG Recovery Act of 2009	**FHWA TRANSIMS**	**CFD #4M**
Revenues:			
Taxes:			
Property taxes	$ -	$ -	$ -
Sales taxes	-	-	-
Other Taxes	-	-	-
Intergovernmental	11,515	90,196	-
Charges for services	-	-	-
Use of money and property	-	-	1,968
Miscellaneous	-	-	-
Total Revenues	**11,515**	**90,196**	**1,968**
Expenditures:			
Current:			
General government	-	-	-
Public safety	-	-	-
Community development	11,515	-	-
Public works	-	128,761	6,967
Community and cultural	-	-	-
Capital outlay	-	-	-
Debt Service:			
Principal retirement	-	-	-
Interest and fiscal charges	-	-	-
Total Expenditures	**11,515**	**128,761**	**6,967**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**-**	**(38,565)**	**(4,999)**
Other Financing Sources (Uses)			
Transfers in	-	-	-
Transfers out	-	-	-
Total Other Financing Sources (Uses)	**-**	**-**	**-**
Net Change in Fund Balances	**-**	**(38,565)**	**(4,999)**
Fund Balances, Beginning of Year, as Restated	-	14,232	60,782
Fund Balances, End of Year	**$ -**	**$ (24,333)**	**$ 55,783**

MV00198445

Special Revenue Funds			
H.E.A.L.	Workforce Housing Program	ETA Job Training Grant	
			Revenues:
			Taxes:
$ -	$ -	$ -	Property taxes
-	-	-	Sales taxes
-	-	-	Other Taxes
-	1,200,741	95,141	Intergovernmental
-	-	-	Charges for services
-	-	-	Use of money and property
3,000	-	-	Miscellaneous
3,000	**1,200,741**	**95,141**	**Total Revenues**
			Expenditures:
			Current:
-	-	-	General government
-	-	-	Public safety
-	-	101,768	Community development
-	-	-	Public works
-	-	-	Community and cultural
-	1,200,741	-	Capital outlay
			Debt Service:
-	-	-	Principal retirement
-	-	-	Interest and fiscal charges
-	**1,200,741**	**101,768**	**Total Expenditures**
3,000	**-**	**(6,627)**	***Excess (Deficiency) of Revenues Over (Under) Expenditures***
			Other Financing Sources (Uses)
-	-	-	Transfers in
-	-	-	Transfers out
-	**-**	**-**	**Total Other Financing Sources (Uses)**
3,000	**-**	**(6,627)**	***Net Change in Fund Balances***
-	**-**	**-**	**Fund Balances, Beginning of Year, as Restated**
$ 3,000	**$ -**	**$ (6,627)**	**Fund Balances, End of Year**

MV00198446

City of Moreno Valley
Nonmajor Governmental Funds
Combining Statement of Revenues,
Expenditures and Changes in Fund Balance
Year ended June 30, 2010

	Special Revenue Funds		
	Homelessness Prevention Program	**Energy Efficiency & Conservation Block Grant**	**Civil Penalties**
Revenues:			
Taxes:			
Property taxes	$ -	$ -	$ -
Sales taxes	-	-	-
Other Taxes	-	-	-
Intergovernmental	419,863	97,268	-
Charges for services	-	-	-
Use of money and property	-	-	1,711
Miscellaneous	-	-	85,006
Total Revenues	**419,863**	**97,268**	**86,717**
Expenditures:			
Current:			
General government	-	1,383	-
Public safety	-	-	-
Community development	419,863	-	-
Public works	-	-	-
Community and cultural	-	-	-
Capital outlay	-	95,885	-
Debt Service:			
Principal retirement	-	-	-
Interest and fiscal charges	-	-	-
Total Expenditures	**419,863**	**97,268**	**-**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**-**	**-**	**86,717**
Other Financing Sources (Uses)			
Transfers in	-	-	-
Transfers out	-	-	-
Total Other Financing Sources (Uses)	**-**	**-**	**-**
Net Change in Fund Balances	**-**	**-**	**86,717**
Fund Balances, Beginning of Year, as Restated	-	-	197,697
Fund Balances, End of Year	**$ -**	**$ -**	**$ 284,414**

MV00198447

Special Revenue Funds	
Emergency Services Agency Fines	
	Revenues:
	Taxes:
$ -	Property taxes
-	Sales taxes
-	Other Taxes
50,863	Intergovernmental
-	Charges for services
1,256	Use of money and property
-	Miscellaneous
52,119	**Total Revenues**
	Expenditures:
	Current:
-	General government
38,407	Public safety
-	Community development
-	Public works
-	Community and cultural
-	Capital outlay
	Debt Service:
-	Principal retirement
-	Interest and fiscal charges
38,407	**Total Expenditures**
13,712	***Excess (Deficiency) of Revenues Over (Under) Expenditures***
	Other Financing Sources (Uses)
-	Transfers in
-	Transfers out
-	**Total Other Financing Sources (Uses)**
13,712	***Net Change in Fund Balances***
184,674	**Fund Balances, Beginning of Year, as Restated**
$ 198,386	**Fund Balances, End of Year**

MV00198448

City of Moreno Valley
Nonmajor Governmental Funds
Combining Statement of Revenues,
Expenditures and Changes in Fund Balance
Year ended June 30, 2010

	Capital Projects Funds		
	City Hall Capital/ Administration	**Capital Improvements**	**Public Works Capital Projects**
Revenues:			
Taxes:			
Property taxes	$ -	$ -	$ -
Sales taxes	-	-	-
Other Taxes	-	-	-
Intergovernmental	-	-	-
Charges for services	-	-	30,000
Use of money and property	-	-	-
Miscellaneous	745	-	-
Total Revenues	**745**	**-**	**30,000**
Expenditures:			
Current:			
General government	-	-	-
Public safety	-	-	-
Community development	-	-	-
Public works	-	-	1,658
Community and cultural	-	-	-
Capital outlay	697,907	-	-
Debt Service:			
Principal retirement	-	-	-
Interest and fiscal charges	-	-	-
Total Expenditures	**697,907**	**-**	**1,658**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**(697,162)**	**-**	**28,342**
Other Financing Sources (Uses)			
Transfers in	-	-	-
Transfers out	(2,996,578)	-	-
Total Other Financing Sources (Uses)	**(2,996,578)**	**-**	**-**
Net Change in Fund Balances	**(3,693,740)**	**-**	**28,342**
Fund Balances, Beginning of Year, as Restated	14,215,341	176,852	43,517
Fund Balances, End of Year	**$ 10,521,601**	**$ 176,852**	**$ 71,859**

MV00198449

Capital Projects Funds			
Traffic Signal Mitigation	**Fire Services Capital Projects**	**Park Acquisition and Development**	
			Revenues:
			Taxes:
$ -	$ -	$ -	Property taxes
-	-	-	Sales taxes
-	-	-	Other Taxes
-	-	-	Intergovernmental
-	-	-	Charges for services
-	-	-	Use of money and property
-	-	-	Miscellaneous
-	**-**	**-**	**Total Revenues**
			Expenditures:
			Current:
-	-	-	General government
-	2,887	-	Public safety
-	-	-	Community development
-	-	-	Public works
-	-	-	Community and cultural
-	-	-	Capital outlay
			Debt Service:
-	-	-	Principal retirement
-	-	-	Interest and fiscal charges
-	**2,887**	**-**	**Total Expenditures**
-	**(2,887)**	**-**	***Excess (Deficiency) of Revenues Over (Under) Expenditures***
			Other Financing Sources (Uses)
-	-	-	Transfers in
-	-	-	Transfers out
-	**-**	**-**	**Total Other Financing Sources (Uses)**
-	**(2,887)**	**-**	***Net Change in Fund Balances***
137,578	1,906,260	230	**Fund Balances, Beginning of Year, as Restated**
$ 137,578	**$ 1,903,373**	**$ 230**	**Fund Balances, End of Year**

MV00198450

City of Moreno Valley
Nonmajor Governmental Funds
Combining Statement of Revenues,
Expenditures and Changes in Fund Balance
Year ended June 30, 2010

	Capital Projects Funds		
	Lease Revenue Bonds 2005 Capital Projects	**Towngate Capital/ Administration**	**Warner Ranch Capital/ Development**
Revenues:			
Taxes:			
Property taxes	$ -	$ -	$ 8,672
Sales taxes	-	-	-
Other Taxes	-	1,964	-
Intergovernmental	-	-	-
Charges for services	-	-	-
Use of money and property	802	-	-
Miscellaneous	4,835	-	-
Total Revenues	**5,637**	**1,964**	**8,672**
Expenditures:			
Current:			
General government	-	-	-
Public safety	-	-	-
Community development	-	-	-
Public works	-	150,694	2,639
Community and cultural	-	-	-
Capital outlay	7,918,227	-	-
Debt Service:			
Principal retirement	-	-	-
Interest and fiscal charges	-	-	-
Total Expenditures	**7,918,227**	**150,694**	**2,639**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**(7,912,590)**	**(148,730)**	**6,033**
Other Financing Sources (Uses)			
Transfers in	-	155,450	-
Transfers out	(742)	-	-
Total Other Financing Sources (Uses)	**(742)**	**155,450**	**-**
Net Change in Fund Balances	**(7,913,332)**	**6,720**	**6,033**
Fund Balances, Beginning of Year, as Restated	12,957,368	(371)	2,085
Fund Balances, End of Year	**$ 5,044,036**	**$ 6,349**	**$ 8,118**

MV00198451

Capital Projects Funds			
Auto Mall Capital/ Administration	Parks and Community Services Capital Projects	TUMF Capital Projects	
			Revenues:
			Taxes:
$ -	$ -	$ -	Property taxes
-	-	-	Sales taxes
-	-	-	Other Taxes
-	-	8,355,353	Intergovernmental
-	-	-	Charges for services
-	-	-	Use of money and property
-	-	-	Miscellaneous
-	**-**	**8,355,353**	**Total Revenues**
			Expenditures:
			Current:
-	-	-	General government
-	-	-	Public safety
-	-	-	Community development
78,256	-	129	Public works
-	388	-	Community and cultural
-	115,793	5,990,602	Capital outlay
			Debt Service:
-	-	-	Principal retirement
-	-	-	Interest and fiscal charges
78,256	**116,181**	**5,990,731**	**Total Expenditures**
(78,256)	**(116,181)**	**2,364,622**	***Excess (Deficiency) of Revenues Over (Under) Expenditures***
			Other Financing Sources (Uses)
76,000	-	-	Transfers in
-	-	-	Transfers out
76,000	**-**	**-**	**Total Other Financing Sources (Uses)**
(2,256)	**(116,181)**	**2,364,622**	***Net Change in Fund Balances***
-	6,567,766	(3,005,336)	**Fund Balances, Beginning of Year, as Restated**
$ (2,256)	**$ 6,451,585**	**$ (640,714)**	**Fund Balances, End of Year**

MV00198452

City of Moreno Valley
Nonmajor Governmental Funds
Combining Statement of Revenues,
Expenditures and Changes in Fund Balance
Year ended June 30, 2010

	Capital Projects Funds
	DIF Capital Projects
Revenues:	
Taxes:	
Property taxes	$ -
Sales taxes	-
Other Taxes	-
Intergovernmental	-
Charges for services	-
Use of money and property	-
Miscellaneous	161
Total Revenues	**161**
Expenditures:	
Current:	
General government	-
Public safety	-
Community development	-
Public works	2,004
Community and cultural	-
Capital outlay	1,946,266
Debt Service:	
Principal retirement	-
Interest and fiscal charges	-
Total Expenditures	**1,948,270**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**(1,948,109)**
Other Financing Sources (Uses)	
Transfers in	3,212,274
Transfers out	(7,932,400)
Total Other Financing Sources (Uses)	**(4,720,126)**
Net Change in Fund Balances	**(6,668,235)**
Fund Balances, Beginning of Year, as Restated	10,825,934
Fund Balances, End of Year	**$ 4,157,699**

MV00198453

Debt Service Funds			
OPA Sales Tax Agreements	City Hall COPs Series 1997	Auto Mall Special Tax Bonds	
			Revenues:
			Taxes:
$ -	$ -	$ -	Property taxes
-	-	759,946	Sales taxes
-	-	1,173,443	Other Taxes
-	-	-	Intergovernmental
-	-	-	Charges for services
389,162	-	147	Use of money and property
-	-	-	Miscellaneous
389,162	**-**	**1,933,536**	**Total Revenues**
			Expenditures:
			Current:
-	-	-	General government
-	-	-	Public safety
-	-	-	Community development
-	-	-	Public works
-	-	-	Community and cultural
-	-	-	Capital outlay
			Debt Service:
-	595,000	950,000	Principal retirement
389,162	102,388	898,520	Interest and fiscal charges
389,162	**697,388**	**1,848,520**	**Total Expenditures**
-	**(697,388)**	**85,016**	***Excess (Deficiency) of Revenues Over (Under) Expenditures***
			Other Financing Sources (Uses)
-	883,740	185,125	Transfers in
-	-	(76,000)	Transfers out
-	**883,740**	**109,125**	**Total Other Financing Sources (Uses)**
-	**186,352**	**194,141**	***Net Change in Fund Balances***
-	752,713	2,173,032	**Fund Balances, Beginning of Year, as Restated**
$ -	**$ 939,065**	**$ 2,367,173**	**Fund Balances, End of Year**

MV00198454

City of Moreno Valley
Nonmajor Governmental Funds
Combining Statement of Revenues,
Expenditures and Changes in Fund Balance
Year ended June 30, 2010

	Debt Service Funds		
	Certificates of Participation Series 1993	**Public Safety Lease Revenue Bonds 1997**	**Lease Revenue Bonds 2005 Debt Service**
Revenues:			
Taxes:			
Property taxes	$ -	$ -	$ -
Sales taxes	-	-	-
Other Taxes	-	-	-
Intergovernmental	-	-	-
Charges for services	-	-	-
Use of money and property	-	44	310
Miscellaneous	-	-	-
Total Revenues	**-**	**44**	**310**
Expenditures:			
Current:			
General government	-	-	-
Public safety	-	-	-
Community development	-	-	-
Public works	-	-	-
Community and cultural	-	-	-
Capital outlay	-	-	-
Debt Service:			
Principal retirement	-	195,000	805,000
Interest and fiscal charges	2,000	206,918	1,843,017
Total Expenditures	**2,000**	**401,918**	**2,648,017**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**(2,000)**	**(401,874)**	**(2,647,707)**
Other Financing Sources (Uses)			
Transfers in	-	404,169	2,644,259
Transfers out	(421,959)	-	-
Total Other Financing Sources (Uses)	**(421,959)**	**404,169**	**2,644,259**
Net Change in Fund Balances	**(423,959)**	**2,295**	**(3,448)**
Fund Balances, Beginning of Year, as Restated	423,959	761,469	8,791,592
Fund Balances, End of Year	**$ -**	**$ 763,764**	**$ 8,788,144**

MV00198455

Debt Service Funds		
2007 Towngate Improvement Refunding	2007 Towngate Refunding	
		Revenues:
		Taxes:
$ -	$ -	Property taxes
-	-	Sales taxes
78,519	-	Other Taxes
-	-	Intergovernmental
-	-	Charges for services
57	277	Use of money and property
-	-	Miscellaneous
78,576	**277**	**Total Revenues**
		Expenditures:
		Current:
-	-	General government
-	-	Public safety
-	-	Community development
-	-	Public works
-	-	Community and cultural
-	-	Capital outlay
		Debt Service:
190,000	600,000	Principal retirement
168,029	409,383	Interest and fiscal charges
358,029	**1,009,383**	**Total Expenditures**
(279,453)	**(1,009,106)**	***Excess (Deficiency) of Revenues Over (Under) Expenditures***
		Other Financing Sources (Uses)
274,598	373,011	Transfers in
(15,700)	(139,750)	Transfers out
258,898	**233,261**	**Total Other Financing Sources (Uses)**
(20,555)	**(775,845)**	***Net Change in Fund Balances***
841,530	2,914,796	**Fund Balances, Beginning of Year, as Restated**
$ 820,975	**$ 2,138,951**	**Fund Balances, End of Year**

MV00198456

City of Moreno Valley
Nonmajor Governmental Funds
Combining Statement of Revenues,
Expenditures and Changes in Fund Balance
Year ended June 30, 2010

	Permanent Funds			
	Celebration Park Endowment	**Equestrian Trail Endowment**	**Rockridge Park Endowment**	**Total Nonmajor Funds**
Revenues:				
Taxes:				
Property taxes	$ -	$ -	$ -	$ 8,672
Sales taxes	-	-	-	759,946
Other Taxes	-	-	-	1,253,926
Intergovernmental	-	-	-	37,851,035
Charges for services	-	-	-	1,245,282
Use of money and property	2,332	518	-	983,776
Miscellaneous	-	-	100,000	714,214
Total Revenues	**2,332**	**518**	**100,000**	**42,816,851**
Expenditures:				
Current:				
General government	-	-	-	465,899
Public safety	-	-	-	861,182
Community development	-	-	-	7,379,038
Public works	-	-	-	9,906,721
Community and cultural	-	-	-	5,317,131
Capital outlay	-	-	-	26,200,378
Debt Service:				
Principal retirement	-	-	-	3,359,658
Interest and fiscal charges	-	-	-	4,019,417
Total Expenditures	**-**	**-**	**-**	**57,509,424**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**2,332**	**518**	**100,000**	**(14,692,573)**
Other Financing Sources (Uses)				
Transfers in	-	-	-	10,265,345
Transfers out	-	-	-	(13,673,296)
Total Other Financing Sources (Uses)	**-**	**-**	**-**	**(3,407,951)**
Net Change in Fund Balances	**2,332**	**518**	**100,000**	**(18,100,524)**
Fund Balances, Beginning of Year, as Restated	54,972	11,465	-	88,287,392
Fund Balances, End of Year	**$ 57,304**	**$ 11,983**	**$ 100,000**	**$ 70,186,868**

MV00198457

City of Moreno Valley
State Gasoline Tax Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ 2,527,500	$ 2,527,500	$ 2,992,075	$ 464,575
Use of money and property	15,675	15,675	289	(15,386)
Miscellaneous	2,000	22,000	37,772	15,772
Total Revenues	**2,545,175**	**2,565,175**	**3,030,136**	**464,961**
Expenditures:				
Current:				
Public works	3,488,805	3,845,713	3,351,302	494,411
Total Expenditures	**3,488,805**	**3,845,713**	**3,351,302**	**494,411**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(943,630)	(1,280,538)	(321,166)	959,372
Other Financing Sources (Uses):				
Transfers in (note 7)	1,000,000	1,000,000	1,000,000	-
Transfers out (note 7)	-	(1,000,000)	(1,000,000)	-
Total Other Financing Sources (Uses)	**1,000,000**	-	-	-
Net Change in Fund Balances	56,370	(1,280,538)	(321,166)	959,372
Fund Balances, Beginning of Year	1,030,964	1,030,964	1,030,964	-
Fund Balances, End of Year	**$ 1,087,334**	**$ (249,574)**	**$ 709,798**	**$ 959,372**

MV00198458

City of Moreno Valley
Article 3 Transportation Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Use of money and property	$ -	$ -	$ 14,882	$ 14,882
Total Revenues	-	-	**14,882**	**14,882**
Expenditures:				
Capital outlay	-	5,000	-	5,000
Total Expenditures	-	**5,000**	-	**5,000**
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	(5,000)	14,882	19,882
Other Financing Sources (Uses):				
Transfers out (note 7)	-	-	(376,984)	(376,984)
Total Other Financing Sources (Uses)	-	-	**(376,984)**	**(376,984)**
Net Change in Fund Balances	-	(5,000)	(362,102)	(357,102)
Fund Balances, Beginning of Year	362,102	362,102	362,102	-
Fund Balances, End of Year	**$ 362,102**	**$ 357,102**	**$ -**	**$ (357,102)**

MV00198459

City of Moreno Valley
Measure A Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ 8,922,839	$ 8,922,839	$ 5,560,175	$ (3,362,664)
Use of money and property	300,000	300,000	444,841	144,841
Miscellaneous	1,000	1,000	1,747	747
Total Revenues	**9,223,839**	**9,223,839**	**6,006,763**	**(3,217,076)**
Expenditures:				
Current:				
Public works	421,531	298,383	1,034,199	(735,816)
Capital outlay	14,094,788	24,081,575	6,925,711	17,155,864
Total Expenditures	**14,516,319**	**24,379,958**	**7,959,910**	**16,420,048**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(5,292,480)	(15,156,119)	(1,953,147)	13,202,972
Other Financing Sources (Uses):				
Transfers in (note 7)	-	-	376,984	376,984
Total Other Financing Sources (Uses)	**-**	**-**	**376,984**	**376,984**
Net Change in Fund Balances	(5,292,480)	(15,156,119)	(1,576,163)	13,579,956
Fund Balances, Beginning of Year	13,140,763	13,140,763	13,140,763	-
Fund Balances, End of Year	**$ 7,848,283**	**$ (2,015,356)**	**$ 11,564,600**	**$ 13,579,956**

MV00198460

City of Moreno Valley
Law Enforcement Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ 390,809	$ 1,407,547	$ 1,100,288	$ (307,259)
Use of money and property	2,505	3,218	17,780	14,562
Miscellaneous	-	50,668	5,269	(45,399)
Total Revenues	**393,314**	**1,461,433**	**1,123,337**	**(338,096)**
Expenditures:				
Current:				
Public safety	409,326	761,949	712,423	49,526
Community development	36,000	61,026	56,946	4,080
Capital outlay	74,403	420,054	320,520	99,534
Total Expenditures	**519,729**	**1,243,029**	**1,089,889**	**153,140**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(126,415)	218,404	33,448	(184,956)
Other Financing Sources (Uses):				
Transfers out (note 7)	-	-	(346,960)	(346,960)
Total Other Financing Sources (Uses)	**-**	**-**	**(346,960)**	**(346,960)**
Net Change in Fund Balances	(126,415)	218,404	(313,512)	(531,916)
Fund Balances, Beginning of Year	314,994	314,994	314,994	-
Fund Balances, End of Year	**$ 188,579**	**$ 533,398**	**$ 1,482**	**$ (531,916)**

MV00198461

City of Moreno Valley
Pubic Education/Government Access Program Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Miscellaneous	$ 250,000	$ 250,000	$ 468,097	$ 218,097
Total Revenues	**250,000**	**250,000**	**468,097**	**218,097**
Expenditures:				
Current:				
General government	453,516	436,100	436,533	(433)
Total Expenditures	**453,516**	**436,100**	**436,533**	**(433)**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(203,516)	(186,100)	31,564	217,664
Other Financing Sources (Uses):				
Transfers in (note 7)	300,000	300,000	300,000	-
Transfers out (note 7)	-	(339,150)	(339,150)	-
Total Other Financing Sources (Uses)	**300,000**	**(39,150)**	**(39,150)**	**-**
Net Change in Fund Balances	96,484	(225,250)	(7,586)	217,664
Fund Balances, Beginning of Year	1,936,121	1,936,121	1,936,121	-
Fund Balances, End of Year	**$ 2,032,605**	**$ 1,710,871**	**$ 1,928,535**	**$ 217,664**

MV00198462

City of Moreno Valley
Air Quality Management Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ 200,000	$ 200,000	$ 293,423	$ 93,423
Use of money and property	10,492	10,492	21,882	11,390
Total Revenues	**210,492**	**210,492**	**315,305**	**104,813**
Expenditures:				
Current:				
Public works	117,968	172,302	170,309	1,993
Capital outlay	519,860	594,429	34,027	560,402
Total Expenditures	**637,828**	**766,731**	**204,336**	**562,395**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(427,336)	(556,239)	110,969	667,208
Net Change in Fund Balances	(427,336)	(556,239)	110,969	667,208
Fund Balances, Beginning of Year	443,259	443,259	443,259	-
Fund Balances, End of Year	**$ 15,923**	**$ (112,980)**	**$ 554,228**	**$ 667,208**

MV00198463

City of Moreno Valley
Community Development Block Grant Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ 3,429,146	$ 3,429,146	$ 2,238,534	$ (1,190,612)
Miscellaneous	-	-	2,313	2,313
Total Revenues	**3,429,146**	**3,429,146**	**2,240,847**	**(1,188,299)**
Expenditures:				
Current:				
Community development	1,921,378	1,762,313	1,346,985	415,328
Capital outlay	-	1,750,957	954,699	796,258
Total Expenditures	**1,921,378**	**3,513,270**	**2,301,684**	**1,211,586**
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,507,768	(84,124)	(60,837)	23,287
Other Financing Sources (Uses):				
Transfers out (note 7)	-	-	(5,053)	(5,053)
Total Other Financing Sources (Uses)	-	-	**(5,053)**	**(5,053)**
Net Change in Fund Balances	1,507,768	(84,124)	(65,890)	18,234
Fund Balances, Beginning of Year	194,838	194,838	194,838	-
Fund Balances, End of Year	**$ 1,702,606**	**$ 110,714**	**$ 128,948**	**$ 18,234**

MV00198464

City of Moreno Valley
Special Districts Administration Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Charges for services	$ 943,470	$ 943,470	$ 726,522	$ (216,948)
Use of money and property	42,308	42,308	27,862	(14,446)
Total Revenues	**985,778**	**985,778**	**754,384**	**(231,394)**
Expenditures:				
Current:				
Public works	1,364,603	1,169,779	1,176,018	(6,239)
Total Expenditures	**1,364,603**	**1,169,779**	**1,176,018**	**(6,239)**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(378,825)	(184,001)	(421,634)	(237,633)
Net Change in Fund Balances	(378,825)	(184,001)	(421,634)	(237,633)
Fund Balances, Beginning of Year	1,375,665	1,375,665	1,375,665	-
Fund Balances, End of Year	**$ 996,840**	**$ 1,191,664**	**$ 954,031**	**$ (237,633)**

MV00198465

City of Moreno Valley
NPDES CSA Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ 123,935	$ 123,935	$ 94,168	$ (29,767)
Charges for services	715,238	715,238	471,467	(243,771)
Total Revenues	**839,173**	**839,173**	**565,635**	**(273,538)**
Expenditures:				
Current:				
Public works	907,607	805,538	836,257	(30,719)
Total Expenditures	**907,607**	**805,538**	**836,257**	**(30,719)**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(68,434)	33,635	(270,622)	(304,257)
Other Financing Sources (Uses):				
Transfers in (note 7)	112,559	112,559	161,274	48,715
Total Other Financing Sources (Uses)	**112,559**	**112,559**	**161,274**	**48,715**
Net Change in Fund Balances	44,125	146,194	(109,348)	(255,542)
Fund Balances, Beginning of Year	418,069	418,069	418,069	-
Fund Balances, End of Year	**$ 462,194**	**$ 564,263**	**$ 308,721**	**$ (255,542)**

MV00198466

City of Moreno Valley
Housing Assistance Programs Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ 379,961	$ 379,961	$ 777,484	$ 397,523
Use of money and property	-	-	100	100
Total Revenues	**379,961**	**379,961**	**777,584**	**397,623**
Expenditures:				
Current:				
Community development	386,644	381,423	144,951	236,472
Capital outlay	-	894,985	-	894,985
Total Expenditures	**386,644**	**1,276,408**	**144,951**	**1,131,457**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(6,683)	(896,447)	632,633	1,529,080
Net Change in Fund Balances	(6,683)	(896,447)	632,633	1,529,080
Fund Balances, Beginning of Year	3,773,309	3,773,309	3,773,309	-
Fund Balances, End of Year	**$ 3,766,626**	**$ 2,876,862**	**$ 4,405,942**	**$ 1,529,080**

MV00198467

City of Moreno Valley
Child Care Grant Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ 914,900	$ 914,900	$ 694,528	$ (220,372)
Charges for services	26,000	26,000	17,293	(8,707)
Miscellaneous	-	-	102	102
Total Revenues	**940,900**	**940,900**	**711,923**	**(228,977)**
Expenditures:				
Current:				
Community and cultural	888,489	766,456	687,265	79,191
Debt service:				
Principal retirement	-	-	24,658	(24,658)
Total Expenditures	**888,489**	**766,456**	**711,923**	**54,533**
Excess (Deficiency) of Revenues Over (Under) Expenditures	52,411	174,444	-	(174,444)
Net Change in Fund Balances	52,411	174,444	-	(174,444)
Fund Balances, Beginning of Year	(14,140)	(14,140)	(14,140)	-
Fund Balances, End of Year	**$ 38,271**	**$ 160,304**	**$ (14,140)**	**$ (174,444)**

MV00198468

City of Moreno Valley
Parks & Community Services PAL Grant Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Other Financing Sources (Uses):				
Transfers out (note 7)	$ -	$ -	$ (17,414)	$ (17,414)
Total Other Financing Sources (Uses)	-	-	**(17,414)**	**(17,414)**
Net Change in Fund Balances	-	-	(17,414)	(17,414)
Fund Balances, Beginning of Year	17,414	17,414	17,414	-
Fund Balances, End of Year	**$ 17,414**	**$ 17,414**	**$ -**	**$ (17,414)**

MV00198469

City of Moreno Valley
Used Oil Recycling Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ 41,988	$ 41,988	$ 39,289	$ (2,699)
Total Revenues	**41,988**	**41,988**	**39,289**	**(2,699)**
Expenditures:				
Current:				
General government	43,844	22,182	21,351	831
Total Expenditures	**43,844**	**22,182**	**21,351**	**831**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,856)	19,806	17,938	(1,868)
Other Financing Sources (Uses):				
Transfers in (note 7)	-	-	1,232	1,232
Transfers out (note 7)	-	-	(369)	(369)
Total Other Financing Sources (Uses)	**-**	**-**	**863**	**863**
Net Change in Fund Balances	(1,856)	19,806	18,801	(1,005)
Fund Balances, Beginning of Year, as restated	(44,475)	(44,475)	(44,475)	-
Fund Balances, End of Year	**$ (46,331)**	**$ (24,669)**	**$ (25,674)**	**$ (1,005)**

MV00198470

City of Moreno Valley
Storm Water Maintenance Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ 414,913	$ 414,913	$ 315,259	$ (99,654)
Total Revenues	**414,913**	**414,913**	**315,259**	**(99,654)**
Expenditures:				
Current:				
Public works	572,297	574,911	525,214	49,697
Total Expenditures	**572,297**	**574,911**	**525,214**	**49,697**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(157,384)	(159,998)	(209,955)	(49,957)
Other Financing Sources (Uses):				
Transfers in (note 7)	181,978	181,978	181,978	-
Total Other Financing Sources (Uses)	**181,978**	**181,978**	**181,978**	**-**
Net Change in Fund Balances	24,594	21,980	(27,977)	(49,957)
Fund Balances, Beginning of Year	8,807	8,807	8,807	-
Fund Balances, End of Year	**$ 33,401**	**$ 30,787**	**$ (19,170)**	**$ (49,957)**

MV00198471

City of Moreno Valley
Traffic Congestion Relief Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ 1,739,098	$ 1,739,098	$ 1,690,338	$ (48,760)
Use of money and property	40,000	40,000	33,710	(6,290)
Total Revenues	**1,779,098**	**1,779,098**	**1,724,048**	**(55,050)**
Expenditures:				
Current:				
Public works	-	1,468,274	1,468,275	(1)
Total Expenditures	**-**	**1,468,274**	**1,468,275**	**(1)**
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,779,098	310,824	255,773	(55,051)
Net Change in Fund Balances	1,779,098	310,824	255,773	(55,051)
Fund Balances, Beginning of Year	1,304,998	1,304,998	1,304,998	-
Fund Balances, End of Year	**$ 3,084,096**	**$ 1,615,822**	**$ 1,560,771**	**$ (55,051)**

MV00198472

City of Moreno Valley
Disaster Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
Fund Balances, Beginning of Year	$ 340,453	$ 340,453	$ 340,453	$ -
Fund Balances, End of Year	**$ 340,453**	**$ 340,453**	**$ 340,453**	**$ -**

MV00198473

City of Moreno Valley
Beverage Container Recycling Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ 47,349	$ 47,349	$ 7,767	$ (39,582)
Total Revenues	**47,349**	**47,349**	**7,767**	**(39,582)**
Expenditures:				
Current:				
General government	47,349	-	6,632	(6,632)
Total Expenditures	**47,349**	**-**	**6,632**	**(6,632)**
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	47,349	1,135	(46,214)
Net Change in Fund Balances	-	47,349	1,135	(46,214)
Fund Balances, Beginning of Year	(1,135)	(1,135)	(1,135)	-
Fund Balances, End of Year	**$ (1,135)**	**$ 46,214**	**$ -**	**$ (46,214)**

MV00198474

City of Moreno Valley
Emergency Management Preparedness Grant Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ 100,000	$ 100,000	$ 70,096	$ (29,904)
Total Revenues	**100,000**	**100,000**	**70,096**	**(29,904)**
Expenditures:				
Current:				
Public safety	191,291	97,025	107,465	(10,440)
Total Expenditures	**191,291**	**97,025**	**107,465**	**(10,440)**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(91,291)	2,975	(37,369)	(40,344)
Other Financing Sources (Uses):				
Transfers in (note 7)	-	32,967	32,967	-
Total Other Financing Sources (Uses)	**-**	**32,967**	**32,967**	**-**
Net Change in Fund Balances	(91,291)	35,942	(4,402)	(40,344)
Fund Balances, Beginning of Year	4,402	4,402	4,402	-
Fund Balances, End of Year	**$ (86,889)**	**$ 40,344**	**$ -**	**$ (40,344)**

MV00198475

City of Moreno Valley
ASES Program Grant Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ 4,543,902	$ 4,543,902	$ 4,465,067	$ (78,835)
Use of money and property	52,000	52,000	23,495	(28,505)
Miscellaneous	8,000	8,000	4,399	(3,601)
Total Revenues	**4,603,902**	**4,603,902**	**4,492,961**	**(110,941)**
Expenditures:				
Current:				
Community and cultural	4,249,508	4,545,845	4,629,478	(83,633)
Total Expenditures	**4,249,508**	**4,545,845**	**4,629,478**	**(83,633)**
Excess (Deficiency) of Revenues Over (Under) Expenditures	354,394	58,057	(136,517)	(194,574)
Net Change in Fund Balances	354,394	58,057	(136,517)	(194,574)
Fund Balances, Beginning of Year	251,810	251,810	251,810	-
Fund Balances, End of Year	**$ 606,204**	**$ 309,867**	**$ 115,293**	**$ (194,574)**

MV00198476

City of Moreno Valley
Box Springs Water EPA Grant Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ 19,078	$ 19,078	$ 60,016	$ 40,938
Use of money and property	500	500	351	(149)
Total Revenues	**19,578**	**19,578**	**60,367**	**40,789**
Expenditures:				
Current:				
Public works	45,850	67,443	55,993	11,450
Capital outlay	7,000	7,000	-	7,000
Total Expenditures	**52,850**	**74,443**	**55,993**	**18,450**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(33,272)	(54,865)	4,374	59,239
Other Financing Sources (Uses):				
Transfers out (note 7)	-	-	(4,237)	(4,237)
Total Other Financing Sources (Uses)	**-**	**-**	**(4,237)**	**(4,237)**
Net Change in Fund Balances	(33,272)	(54,865)	137	55,002
Fund Balances, Beginning of Year	214	214	214	-
Fund Balances, End of Year	**$ (33,058)**	**$ (54,651)**	**$ 351**	**$ 55,002**

MV00198477

City of Moreno Valley
TCA-06-22 Local Gov't Waste TI Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Expenditures:				
Current:				
Public works	$ -	$ -	$ 2,284	$ (2,284)
Total Expenditures	-	-	**2,284**	**(2,284)**
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	(2,284)	(2,284)
Other Financing Sources (Uses):				
Transfers in (note 7)	-	-	2,284	2,284
Total Other Financing Sources (Uses)	-	-	**2,284**	**2,284**
Net Change in Fund Balances	-	-	-	-
Fund Balances, Beginning of Year	-	-	-	-
Fund Balances, End of Year	$ -	$ -	$ -	$ -

MV00198478

City of Moreno Valley
TRI16-06-1 Target Rubberized Asphalt Concrete Incentive Grant
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ 84,000	$ 84,000	$ -	$ (84,000)
Total Revenues	**84,000**	**84,000**	**-**	**(84,000)**
Expenditures:				
Current:				
Public works	84,000	28,000	26,474	1,526
Total Expenditures	**84,000**	**28,000**	**26,474**	**1,526**
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	56,000	(26,474)	(82,474)
Net Change in Fund Balances	-	56,000	(26,474)	(82,474)
Fund Balances, Beginning of Year	-	-	-	-
Fund Balances, End of Year	**$ -**	**$ 56,000**	**$ (26,474)**	**$ (82,474)**

MV00198479

City of Moreno Valley
Proposition 1B Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ 2,682,869	$ 2,682,869	$ 2,682,869	$ -
Miscellaneous	-	-	368	368
Total Revenues	**2,682,869**	**2,682,869**	**2,683,237**	**368**
Expenditures:				
Current:				
Public works	-	2,419,144	889,288	1,529,856
Total Expenditures	**-**	**2,419,144**	**889,288**	**1,529,856**
Excess (Deficiency) of Revenues Over (Under) Expenditures	2,682,869	263,725	1,793,949	1,530,224
Net Change in Fund Balances	2,682,869	263,725	1,793,949	1,530,224
Fund Balances, Beginning of Year	2,419,144	2,419,144	2,419,144	-
Fund Balances, End of Year	**$ 5,102,013**	**$ 2,682,869**	**$ 4,213,093**	**$ 1,530,224**

MV00198480

City of Moreno Valley
Neighborhood Stabilization Program
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
Revenues:				
Intergovernmental	$ 11,390,116	$ 11,390,116	$ 4,448,719	$ (6,941,397)
Miscellaneous	-	-	400	400
Total Revenues	**11,390,116**	**11,390,116**	**4,449,119**	**(6,940,997)**
Expenditures:				
Current:				
Community development	11,390,116	11,390,116	5,297,010	6,093,106
Total Expenditures	**11,390,116**	**11,390,116**	**5,297,010**	**6,093,106**
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	(847,891)	(847,891)
Net Change in Fund Balances	-	-	(847,891)	(847,891)
Fund Balances, Beginning of Year	(321)	(321)	(321)	-
Fund Balances, End of Year	**$ (321)**	**$ (321)**	**$ (848,212)**	**$ (847,891)**

MV00198481

City of Moreno Valley
CDBG Recovery Act of 2009 Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ -	$ 479,292	$ 11,515	$ (467,777)
Total Revenues	**-**	**479,292**	**11,515**	**(467,777)**
Expenditures:				
Current:				
Community development	-	342,100	11,515	330,585
Total Expenditures	**-**	**342,100**	**11,515**	**330,585**
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	137,192	-	(137,192)
Net Change in Fund Balances	-	137,192	-	(137,192)
Fund Balances, Beginning of Year	-	-	-	-
Fund Balances, End of Year	**$ -**	**$ 137,192**	**$ -**	**$ (137,192)**

MV00198482

City of Moreno Valley
FHWA TRANSIMS
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ 186,556	$ 186,556	$ 90,196	$ (96,360)
Total Revenues	**186,556**	**186,556**	**90,196**	**(96,360)**
Expenditures:				
Current:				
Public works	144,592	151,182	128,761	22,421
Total Expenditures	**144,592**	**151,182**	**128,761**	**22,421**
Excess (Deficiency) of Revenues Over (Under) Expenditures	41,964	35,374	(38,565)	(73,939)
Net Change in Fund Balances	41,964	35,374	(38,565)	(73,939)
Fund Balances, Beginning of Year	14,232	14,232	14,232	-
Fund Balances, End of Year	**$ 56,196**	**$ 49,606**	**$ (24,333)**	**$ (73,939)**

MV00198483

City of Moreno Valley
CFD #4M Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
Revenues:				
Charges for services	$ 35,000	$ 35,000	$ -	$ (35,000)
Use of money and property	-	-	1,968	1,968
Total Revenues	**35,000**	**35,000**	**1,968**	**(33,032)**
Expenditures:				
Current:				
Public works	35,000	33,700	6,967	26,733
Total Expenditures	**35,000**	**33,700**	**6,967**	**26,733**
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	1,300	(4,999)	(6,299)
Net Change in Fund Balances	-	1,300	(4,999)	(6,299)
Fund Balances, Beginning of Year, as restated	60,782	60,782	60,782	-
Fund Balances, End of Year	**$ 60,782**	**$ 62,082**	**$ 55,783**	**$ (6,299)**

MV00198484

City of Moreno Valley
H.E.A.L. Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Miscellaneous	$ -	$ 3,000	$ 3,000	$ -
Total Revenues	**-**	**3,000**	**3,000**	**-**
Expenditures:				
Current:				
General government	-	3,000	-	3,000
Total Expenditures	**-**	**3,000**	**-**	**3,000**
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	3,000	3,000
Net Change in Fund Balances	-	-	3,000	3,000
Fund Balances, Beginning of Year	-	-	-	-
Fund Balances, End of Year	**$ -**	**$ -**	**$ 3,000**	**$ 3,000**

MV00198485

City of Moreno Valley
Workforce Housing Program Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
Revenues:				
Intergovernmental	$ -	$ 1,200,741	$ 1,200,741	$ -
Total Revenues	**-**	**1,200,741**	**1,200,741**	**-**
Expenditures:				
Capital outlay	-	1,200,741	1,200,741	-
Total Expenditures	**-**	**1,200,741**	**1,200,741**	**-**
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-	-
Net Change in Fund Balances	-	-	-	-
Fund Balances, Beginning of Year	-	-	-	-
Fund Balances, End of Year	**$ -**	**$ -**	**$ -**	**$ -**

MV00198486

City of Moreno Valley
ETA Job Training Grant
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
Revenues:				
Intergovernmental	$ 82,490	$ 118,886	$ 95,141	$ (23,745)
Use of money and property	2,500	2,500	-	(2,500)
Total Revenues	**84,990**	**121,386**	**95,141**	**(26,245)**
Expenditures:				
Current:				
Community development	82,490	118,886	101,768	17,118
Total Expenditures	**82,490**	**118,886**	**101,768**	**17,118**
Excess (Deficiency) of Revenues Over (Under) Expenditures	2,500	2,500	(6,627)	(9,127)
Net Change in Fund Balances	2,500	2,500	(6,627)	(9,127)
Fund Balances, Beginning of Year	-	-	-	-
Fund Balances, End of Year	**$ 2,500**	**$ 2,500**	**$ (6,627)**	**$ (9,127)**

MV00198487

City of Moreno Valley
Homelessness Prevention Program Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ 732,872	$ 732,872	$ 419,863	$ (313,009)
Total Revenues	**732,872**	**732,872**	**419,863**	**(313,009)**
Expenditures:				
Current:				
Community development	732,872	549,654	419,863	129,791
Total Expenditures	**732,872**	**549,654**	**419,863**	**129,791**
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	183,218	-	(183,218)
Net Change in Fund Balances	-	183,218	-	(183,218)
Fund Balances, Beginning of Year	-	-	-	-
Fund Balances, End of Year	**$ -**	**$ 183,218**	**$ -**	**$ (183,218)**

MV00198488

City of Moreno Valley
Energy Efficiency & Conservation Block Grant
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ -	$ 1,684,300	$ 97,268	$ (1,587,032)
Total Revenues	**-**	**1,684,300**	**97,268**	**(1,587,032)**
Expenditures:				
Current:				
General government	-	-	1,383	(1,383)
Capital outlay	-	1,684,300	95,885	1,588,415
Total Expenditures	**-**	**1,684,300**	**97,268**	**1,587,032**
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-	-
Net Change in Fund Balances	-	-	-	-
Fund Balances, Beginning of Year	-	-	-	-
Fund Balances, End of Year	**$ -**	**$ -**	**$ -**	**$ -**

MV00198489

City of Moreno Valley
Civil Penalties Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
Revenues:				
Use of money and property	$ -	$ -	$ 1,711	$ 1,711
Miscellaneous	-	-	85,006	85,006
Total Revenues	-	-	**86,717**	**86,717**
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	86,717	86,717
Net Change in Fund Balances	-	-	86,717	86,717
Fund Balances, Beginning of Year, as restated	197,697	197,697	197,697	-
Fund Balances, End of Year	**$ 197,697**	**$ 197,697**	**$ 284,414**	**$ 86,717**

MV00198490

City of Moreno Valley
Emergency Services Agency Fines Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ -	$ 50,863	$ 50,863	$ -
Use of money and property	-	-	1,256	1,256
Total Revenues	**-**	**50,863**	**52,119**	**1,256**
Expenditures:				
Current:				
Public safety	-	50,863	38,407	12,456
Total Expenditures	**-**	**50,863**	**38,407**	**12,456**
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	13,712	13,712
Net Change in Fund Balances	-	-	13,712	13,712
Fund Balances, Beginning of Year, as restated	184,674	184,674	184,674	-
Fund Balances, End of Year	**$ 184,674**	**$ 184,674**	**$ 198,386**	**$ 13,712**

MV00198491

City of Moreno Valley
City Hall Capital/Administration Capital Projects Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Miscellaneous	$ -	$ -	$ 745	$ 745
Total Revenues	-	-	**745**	**745**
Expenditures:				
Capital outlay	-	9,974,680	697,907	9,276,773
Total Expenditures	-	**9,974,680**	**697,907**	**9,276,773**
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	(9,974,680)	(697,162)	9,277,518
Other Financing Sources (Uses):				
Transfers out (note 7)	(600,000)	(2,996,578)	(2,996,578)	-
Total Other Financing Sources (Uses)	**(600,000)**	**(2,996,578)**	**(2,996,578)**	-
Net Change in Fund Balances	(600,000)	(12,971,258)	(3,693,740)	9,277,518
Fund Balances, Beginning of Year	14,215,341	14,215,341	14,215,341	-
Fund Balances, End of Year	**$ 13,615,341**	**$ 1,244,083**	**$ 10,521,601**	**$ 9,277,518**

MV00198492

City of Moreno Valley
Capital Improvements Capital Projects Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
Fund Balances, Beginning of Year	$ 176,852	$ 176,852	$ 176,852	$ -
Fund Balances, End of Year	**$ 176,852**	**$ 176,852**	**$ 176,852**	**$ -**

MV00198493

City of Moreno Valley
Public Works Capital Projects Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Charges for services	$ 30,000	$ 44,310	$ 30,000	$ (14,310)
Use of money and property	900	900	-	(900)
Total Revenues	**30,900**	**45,210**	**30,000**	**(15,210)**
Expenditures:				
Capital outlay	30,000	39,725	1,658	38,067
Total Expenditures	**30,000**	**39,725**	**1,658**	**38,067**
Excess (Deficiency) of Revenues Over (Under) Expenditures	900	5,485	28,342	22,857
Net Change in Fund Balances	900	5,485	28,342	22,857
Fund Balances, Beginning of Year	43,517	43,517	43,517	-
Fund Balances, End of Year	**$ 44,417**	**$ 49,002**	**$ 71,859**	**$ 22,857**

MV00198494

City of Moreno Valley
Traffic Signal Mitigation Capital Projects Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
Fund Balances, Beginning of Year	$ 137,578	$ 137,578	$ 137,578	$ -
Fund Balances, End of Year	**$ 137,578**	**$ 137,578**	**$ 137,578**	**$ -**

MV00198495

City of Moreno Valley
Fire Services Capital Projects Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
Expenditures:				
Capital outlay	$ -	$ 10,000	$ 2,887	$ 7,113
Total Expenditures	**-**	**10,000**	**2,887**	**7,113**
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	(10,000)	(2,887)	7,113
Net Change in Fund Balances	-	(10,000)	(2,887)	7,113
Fund Balances, Beginning of Year	1,906,260	1,906,260	1,906,260	-
Fund Balances, End of Year	**$ 1,906,260**	**$ 1,896,260**	**$ 1,903,373**	**$ 7,113**

MV00198496

City of Moreno Valley
Park Acquisition & Development Capital Projects Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
Fund Balances, Beginning of Year	$ 230	$ 230	$ 230	$ -
Fund Balances, End of Year	**$ 230**	**$ 230**	**$ 230**	**$ -**

MV00198497

City of Moreno Valley
Lease Revenue Bonds 2005 Capital Projects Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Use of money and property	$ 100,000	$ 100,000	$ 802	$ (99,198)
Miscellaneous	-	-	4,835	4,835
Total Revenues	**100,000**	**100,000**	**5,637**	**(94,363)**
Expenditures:				
Capital outlay	400,000	14,517,691	7,918,227	6,599,464
Total Expenditures	**400,000**	**14,517,691**	**7,918,227**	**6,599,464**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(300,000)	(14,417,691)	(7,912,590)	6,505,101
Other Financing Sources (Uses):				
Transfers out (note 7)	-	-	(742)	(742)
Total Other Financing Sources (Uses)	**-**	**-**	**(742)**	**(742)**
Net Change in Fund Balances	(300,000)	(14,417,691)	(7,913,332)	6,504,359
Fund Balances, Beginning of Year	12,957,368	12,957,368	12,957,368	-
Fund Balances, End of Year	**$ 12,657,368**	**$ (1,460,323)**	**$ 5,044,036**	**$ 6,504,359**

MV00198498

City of Moreno Valley
Towngate Capital/Administration Capital Projects Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Taxes:				
Other taxes	$ -	$ -	$ 1,964	$ 1,964
Total Revenues	**-**	**-**	**1,964**	**1,964**
Expenditures:				
Current:				
Public works	178,000	173,410	150,694	22,716
Total Expenditures	**178,000**	**173,410**	**150,694**	**22,716**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(178,000)	(173,410)	(148,730)	24,680
Other Financing Sources (Uses):				
Transfers in (note 7)	178,000	178,000	155,450	(22,550)
Total Other Financing Sources (Uses)	**178,000**	**178,000**	**155,450**	**(22,550)**
Net Change in Fund Balances	-	4,590	6,720	2,130
Fund Balances, Beginning of Year	(371)	(371)	(371)	-
Fund Balances, End of Year	**$ (371)**	**$ 4,219**	**$ 6,349**	**$ 2,130**

MV00198499

City of Moreno Valley
Warner Ranch Capital/Development Capital Projects Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
Revenues:				
Property Taxes	$ 8,325	$ 8,325	$ 8,672	$ 347
Total Revenues	**8,325**	**8,325**	**8,672**	**347**
Expenditures:				
Current:				
Public works	7,188	7,188	2,639	4,549
Total Expenditures	**7,188**	**7,188**	**2,639**	**4,549**
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,137	1,137	6,033	4,896
Net Change in Fund Balances	1,137	1,137	6,033	4,896
Fund Balances, Beginning of Year	2,085	2,085	2,085	-
Fund Balances, End of Year	**$ 3,222**	**$ 3,222**	**$ 8,118**	**$ 4,896**

MV00198500

City of Moreno Valley
Auto Mall Capital/Administration Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Expenditures:				
Current:				
Public works	$ 148,940	$ 148,940	$ 78,256	$ 70,684
Total Expenditures	**148,940**	**148,940**	**78,256**	**70,684**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(148,940)	(148,940)	(78,256)	70,684
Other Financing Sources (Uses):				
Transfers in (note 7)	148,940	148,940	76,000	(72,940)
Total Other Financing Sources (Uses)	**148,940**	**148,940**	**76,000**	**(72,940)**
Net Change in Fund Balances	-	-	(2,256)	(2,256)
Fund Balances, Beginning of Year	-	-	-	-
Fund Balances, End of Year	**$ -**	**$ -**	**$ (2,256)**	**$ (2,256)**

MV00198501

City of Moreno Valley
Parks & Community Services Capital Projects Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Expenditures:				
Current:				
Community and cultural	$ -	$ -	$ 388	$ (388)
Capital outlay	277,000	10,179,772	115,793	10,063,979
Total Expenditures	**277,000**	**10,179,772**	**116,181**	**10,063,591**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(277,000)	(10,179,772)	(116,181)	10,063,591
Net Change in Fund Balances	(277,000)	(10,179,772)	(116,181)	10,063,591
Fund Balances, Beginning of Year	6,567,766	6,567,766	6,567,766	-
Fund Balances, End of Year	**$ 6,290,766**	**$ (3,612,006)**	**$ 6,451,585**	**$ 10,063,591**

MV00198502

City of Moreno Valley
TUMF Capital Projects Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ 8,000,000	$ 8,000,000	$ 8,355,353	$ 355,353
Total Revenues	**8,000,000**	**8,000,000**	**8,355,353**	**355,353**
Expenditures:				
Current:				
Public works	-	-	129	(129)
Capital outlay	9,799,120	24,803,582	5,990,602	18,812,980
Total Expenditures	**9,799,120**	**24,803,582**	**5,990,731**	**18,812,851**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,799,120)	(16,803,582)	2,364,622	19,168,204
Net Change in Fund Balances	(1,799,120)	(16,803,582)	2,364,622	19,168,204
Fund Balances, Beginning of Year	(3,005,336)	(3,005,336)	(3,005,336)	-
Fund Balances, End of Year	**$ (4,804,456)**	**$ (19,808,918)**	**$ (640,714)**	**$ 19,168,204**

MV00198503

City of Moreno Valley
DIF Capital Projects Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Miscellaneous	$ 2,000	$ 2,000	$ 161	$ (1,839)
Total Revenues	**2,000**	**2,000**	**161**	**(1,839)**
Expenditures:				
Current:				
Public works	-	-	2,004	(2,004)
Capital outlay	3,572,958	8,434,787	1,946,266	6,488,521
Total Expenditures	**3,572,958**	**8,434,787**	**1,948,270**	**6,486,517**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(3,570,958)	(8,432,787)	(1,948,109)	6,484,678
Other Financing Sources (Uses):				
Transfers in (note 7)	3,078,458	3,212,274	3,212,274	-
Transfers out (note 7)	-	-	(7,932,400)	(7,932,400)
Total Other Financing Sources (Uses)	**3,078,458**	**3,212,274**	**(4,720,126)**	**(7,932,400)**
Net Change in Fund Balances	(492,500)	(5,220,513)	(6,668,235)	(1,447,722)
Fund Balances, Beginning of Year	10,825,934	10,825,934	10,825,934	-
Fund Balances, End of Year	**$ 10,333,434**	**$ 5,605,421**	**$ 4,157,699**	**$ (1,447,722)**

MV00198504

City of Moreno Valley
OPA Sales Tax Agreements Debt Service Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Use of money and property	$ 350,000	$ 350,000	$ 389,162	$ 39,162
Total Revenues	**350,000**	**350,000**	**389,162**	**39,162**
Expenditures:				
Debt service:				
Interest and fiscal charges	-	-	389,162	(389,162)
Total Expenditures	**-**	**-**	**389,162**	**(389,162)**
Excess (Deficiency) of Revenues Over (Under) Expenditures	350,000	350,000	-	(350,000)
Net Change in Fund Balances	350,000	350,000	-	(350,000)
Fund Balances, Beginning of Year	-	-	-	-
Fund Balances, End of Year	**$ 350,000**	**$ 350,000**	**$ -**	**$ (350,000)**

MV00198505

City of Moreno Valley
City Hall COPS Series 1997 Debt Service Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Expenditures:				
Debt service:				
Principal retirement	$ 595,000	$ 595,000	$ 595,000	$ -
Interest and fiscal charges	264,540	249,375	102,388	146,987
Total Expenditures	**859,540**	**844,375**	**697,388**	**146,987**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(859,540)	(844,375)	(697,388)	146,987
Other Financing Sources (Uses):				
Transfers in (note 7)	859,540	883,740	883,740	-
Total Other Financing Sources (Uses)	**859,540**	**883,740**	**883,740**	**-**
Net Change in Fund Balances	-	39,365	186,352	146,987
Fund Balances, Beginning of Year	752,713	752,713	752,713	-
Fund Balances, End of Year	**$ 752,713**	**$ 792,078**	**$ 939,065**	**$ 146,987**

MV00198506

City of Moreno Valley
Auto Mall Special Tax Bonds Debt Service Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Taxes:				
Sales taxes	$ 1,000,000	$ 1,000,000	$ 759,946	$ (240,054)
Other taxes	1,217,525	1,217,525	1,173,443	(44,082)
Use of money and property	11,000	11,000	147	(10,853)
Total Revenues	**2,228,525**	**2,228,525**	**1,933,536**	**(294,989)**
Expenditures:				
Debt service:				
Principal retirement	950,000	950,000	950,000	-
Interest and fiscal charges	1,423,300	1,423,300	898,520	524,780
Total Expenditures	**2,373,300**	**2,373,300**	**1,848,520**	**524,780**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(144,775)	(144,775)	85,016	229,791
Other Financing Sources (Uses):				
Transfers in (note 7)	219,964	219,964	185,125	(34,839)
Transfers out (note 7)	(148,940)	(148,940)	(76,000)	72,940
Total Other Financing Sources (Uses)	**71,024**	**71,024**	**109,125**	**38,101**
Net Change in Fund Balances	(73,751)	(73,751)	194,141	267,892
Fund Balances, Beginning of Year	2,173,032	2,173,032	2,173,032	-
Fund Balances, End of Year	**$ 2,099,281**	**$ 2,099,281**	**$ 2,367,173**	**$ 267,892**

MV00198507

City of Moreno Valley
Certificate of Participation Series 1993 Debt Service Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Expenditures:				
Debt service:				
Interest and fiscal charges	$ 3,250	$ 2,400	$ 2,000	$ 400
Total Expenditures	**3,250**	**2,400**	**2,000**	**400**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(3,250)	(2,400)	(2,000)	400
Other Financing Sources (Uses):				
Transfers out (note 7)	-	-	(421,959)	(421,959)
Total Other Financing Sources (Uses)	**-**	**-**	**(421,959)**	**(421,959)**
Net Change in Fund Balances	(3,250)	(2,400)	(423,959)	(421,559)
Fund Balances, Beginning of Year	423,959	423,959	423,959	-
Fund Balances, End of Year	**$ 420,709**	**$ 421,559**	**$ -**	**$ (421,559)**

MV00198508

City of Moreno Valley
Public Safety Lease Revenue Bonds 1997 Debt Service Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Use of money and property	$ -	$ -	$ 44	$ 44
Total Revenues	-	-	**44**	**44**
Expenditures:				
Debt service:				
Principal retirement	195,000	195,000	195,000	-
Interest and fiscal charges	209,169	209,169	206,918	2,251
Total Expenditures	**404,169**	**404,169**	**401,918**	**2,251**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(404,169)	(404,169)	(401,874)	2,295
Other Financing Sources (Uses):				
Transfers in (note 7)	404,169	404,169	404,169	-
Total Other Financing Sources (Uses)	**404,169**	**404,169**	**404,169**	-
Net Change in Fund Balances	-	-	2,295	2,295
Fund Balances, Beginning of Year	761,469	761,469	761,469	-
Fund Balances, End of Year	**$ 761,469**	**$ 761,469**	**$ 763,764**	**$ 2,295**

MV00198509

City of Moreno Valley
Lease Revenue Bonds 2005 Debt Service Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Use of money and property	$ 35,000	$ 35,000	$ 310	$ (34,690)
Total Revenues	**35,000**	**35,000**	**310**	**(34,690)**
Expenditures:				
Debt service:				
Principal retirement	805,000	805,000	805,000	-
Interest and fiscal charges	1,842,499	1,843,515	1,843,017	498
Total Expenditures	**2,647,499**	**2,648,515**	**2,648,017**	**498**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,612,499)	(2,613,515)	(2,647,707)	(34,192)
Other Financing Sources (Uses):				
Transfers in (note 7)	2,643,517	2,643,517	2,644,259	742
Total Other Financing Sources (Uses)	**2,643,517**	**2,643,517**	**2,644,259**	**742**
Net Change in Fund Balances	31,018	30,002	(3,448)	(33,450)
Fund Balances, Beginning of Year	8,791,592	8,791,592	8,791,592	-
Fund Balances, End of Year	**$ 8,822,610**	**$ 8,821,594**	**$ 8,788,144**	**$ (33,450)**

MV00198510

City of Moreno Valley
2007 Towngate Improvement Refunding Debt Service Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Other taxes	$ 114,369	$ 114,369	$ 78,519	$ (35,850)
Use of money and property	10,800	10,800	57	(10,743)
Total Revenues	**125,169**	**125,169**	**78,576**	**(46,593)**
Expenditures:				
Debt service:				
Principal retirement	190,000	190,000	190,000	-
Interest and fiscal charges	168,029	168,029	168,029	-
Total Expenditures	**358,029**	**358,029**	**358,029**	**-**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(232,860)	(232,860)	(279,453)	(46,593)
Other Financing Sources (Uses):				
Transfers in (note 7)	279,459	279,459	274,598	(4,861)
Transfers out (note 7)	(38,250)	(38,250)	(15,700)	22,550
Total Other Financing Sources (Uses)	**241,209**	**241,209**	**258,898**	**17,689**
Net Change in Fund Balances	8,349	8,349	(20,555)	(28,904)
Fund Balances, Beginning of Year	841,530	841,530	841,530	-
Fund Balances, End of Year	**$ 849,879**	**$ 849,879**	**$ 820,975**	**$ (28,904)**

MV00198511

City of Moreno Valley
2007 Towngate Refunding Debt Service Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Use of money and property	$ 85,595	$ 85,595	$ 277	$ (85,318)
Total Revenues	**85,595**	**85,595**	**277**	**(85,318)**
Expenditures:				
Debt service:				
Principal retirement	600,000	600,000	600,000	-
Interest and fiscal charges	409,381	409,381	409,383	(2)
Total Expenditures	**1,009,381**	**1,009,381**	**1,009,383**	**(2)**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(923,786)	(923,786)	(1,009,106)	(85,320)
Other Financing Sources (Uses):				
Transfers in (note 7)	404,131	404,131	373,011	(31,120)
Transfers out (note 7)	(139,750)	(139,750)	(139,750)	-
Total Other Financing Sources (Uses)	**264,381**	**264,381**	**233,261**	**(31,120)**
Net Change in Fund Balances	(659,405)	(659,405)	(775,845)	(116,440)
Fund Balances, Beginning of Year	2,914,796	2,914,796	2,914,796	-
Fund Balances, End of Year	**$ 2,255,391**	**$ 2,255,391**	**$ 2,138,951**	**$ (116,440)**

MV00198512

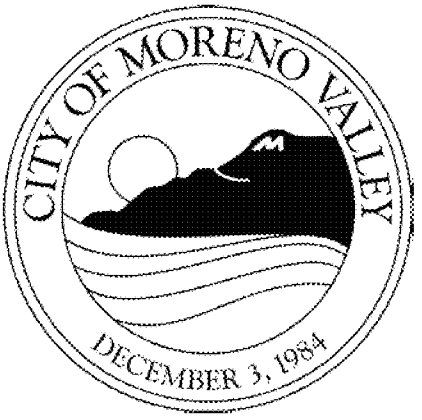

MV00198513

Internal Service Funds

INTERNAL SERVICE FUNDS

General Liability Insurance Fund

This fund is used to account for the costs of maintaining the City's general liability insurance program, on a reimbursement basis through charges to benefiting funds; and maintaining responsible reserves based on current actuarial assumptions.

Worker's Compensation Insurance Fund

This fund is used to account for the costs of maintaining the City worker's compensation insurance program, on a reimbursement basis through charges to benefiting funds; and maintaining responsible reserves based on current actuarial assumptions.

Technology Service Fund

This fund is used to account for the costs of maintaining and replacing the City's information systems including major software, hardware, radios, telephones, and the City's backbone telecommunications infrastructure. The fund recovers costs through charges to benefiting funds.

Facilities Maintenance Fund

This fund is used to account for the costs of maintaining all City-owned and leased buildings. Its user charges include the recovery of both depreciation on the City Hall building and debt service on the 1997 variable rate Certificates of Participation originally issued in 1995 to finance the acquisition of the building.

Equipment Maintenance Fund

This fund is used to account for the maintenance costs of the City's inventory of vehicles and equipment, on a cost reimbursement basis through user charges to benefiting funds.

Equipment Replacement Reserve Fund

This fund is used to account for the accumulation of cash reserves to replace City vehicles and capital equipment, based on replacement cost and useful life. The reserve receives cash through user charges for each fund's share of annual depreciation; and provides cash as a funding source to participating funds for capital replacement.

MV00198515

City of Moreno Valley
Internal Service Funds
Combining Statement of Net Assets
June 30, 2010

	General Liability Insurance	Workers' Compensation Insurance	Technology Services	Facilities Maintenance
Assets:				
Current:				
Pooled cash and investments	$ 2,256,197	$ 4,266,690	$ 7,946,138	$ 5,265,324
Receivables:				
Accounts	1,098	-	-	173
Prepaid costs	-	-	376	7,935
Noncurrent:				
Capital assets, not being depreciated	-	-	244,334	19,001
Capital assets, net of accumulated depreciation	-	-	635,086	7,191,826
Total Assets	**2,257,295**	**4,266,690**	**8,825,934**	**12,484,259**
Liabilities:				
Current:				
Accounts payable	$ 56,751	$ 278	$ 11,354	$ 66,846
Accrued payroll liabilities	4,501	1,991	96,220	42,063
Compensated absences	15,755	1,788	126,601	47,183
Noncurrent:				
Self-insurance payable	1,432,000	2,188,000	-	-
Compensated absences	2,561	2,926	243,853	92,756
Total Liabilities	**1,511,568**	**2,194,983**	**478,028**	**248,848**
Net Assets				
Invested in capital assets	-	-	879,420	7,210,827
Unrestricted	745,727	2,071,707	7,468,486	5,024,584
Total Net Assets	**$ 745,727**	**$ 2,071,707**	**$ 8,347,906**	**$ 12,235,411**

MV00198516

Equipment Maintenance	Equipment Replacement Reserve	Total	
			Assets:
			Current:
$ 271,768	$ 13,812,501	$ 33,818,618	Pooled cash and investments
			Receivables:
-	-	1,271	Accounts
-	-	8,311	Prepaid costs
			Noncurrent:
-	-	263,335	Capital assets, not being depreciated
63,876	592,427	8,483,215	Capital assets, net of accumulated depreciation
335,644	**14,404,928**	**42,574,750**	**Total Assets**
			Liabilities:
			Current:
$ 22,017	$ -	$ 157,246	Accounts payable
12,164	-	156,939	Accrued payroll liabilities
15,143	-	206,470	Compensated absences
			Noncurrent:
-	-	3,620,000	Self-insurance payable
-	-	342,096	Compensated absences
49,324	**-**	**4,482,751**	**Total Liabilities**
			Net Assets
63,876	592,427	8,746,550	Invested in capital assets
222,444	13,812,501	29,345,449	Unrestricted
$ 286,320	**$ 14,404,928**	**$ 38,091,999**	**Total Net Assets**

MV00198517

City of Moreno Valley
Internal Service Funds
Combining Statement of Revenues,
Expenses and Changes in Fund Net Assets
Year ended June 30, 2010

	General Liability Insurance	Workers' Compensation Insurance	Technology Services	Facilities Maintenance
Operating Revenues:				
Sales and service charges	$ 1,031,201	$ 870,700	$ 4,282,432	$ 4,106,509
Miscellaneous	1,391	-	515	4,069
Total Operating Revenues	**1,032,592**	**870,700**	**4,282,947**	**4,110,578**
Operating Expenses:				
Cost of services	309,632	98,903	3,425,944	2,664,958
Self-insurance claims and charges	1,398,924	564,836	-	-
Depreciation	-	-	296,372	288,622
Total Operating Expenses	**1,708,556**	**663,739**	**3,722,316**	**2,953,580**
Income (loss) before transfers	**(675,964)**	**206,961**	**560,631**	**1,156,998**
Transfers:				
Transfers in	-	-	-	100,000
Transfers out	-	-	(5,000)	(883,740)
Net Transfers	**-**	**-**	**(5,000)**	**(783,740)**
Net Change in Assets	**(675,964)**	**206,961**	**555,631**	**373,258**
Net Assets:				
Beginning of Year, as restated	1,421,691	1,864,746	7,792,275	11,862,153
Net Assets, End of Year	**$ 745,727**	**$ 2,071,707**	**$ 8,347,906**	**$ 12,235,411**

MV00198518

Equipment Maintenance	Equipment Replacement Reserve	Total	
			Operating Revenues:
$ 643,370	$ 2,306,405	$ 13,240,617	Sales and service charges
3,464	30,611	40,050	Miscellaneous
646,834	**2,337,016**	**13,280,667**	**Total Operating Revenues**
			Operating Expenses:
610,311	-	7,109,748	Cost of services
-	-	1,963,760	Self-insurance claims and charges
29,811	247,375	862,180	Depreciation
640,122	**247,375**	**9,935,688**	**Total Operating Expenses**
6,712	**2,089,641**	**3,344,979**	***Income (loss) before transfers***
			Transfers:
-	-	100,000	Transfers in
-	(2,202,040)	(3,090,780)	Transfers out
-	**(2,202,040)**	**(2,990,780)**	**Net Transfers**
6,712	**(112,399)**	**354,199**	***Net Change in Assets***
			Net Assets:
279,608	14,517,327	37,737,800	Beginning of Year, as restated
$ 286,320	**$ 14,404,928**	**$ 38,091,999**	**Net Assets, End of Year**

MV00198519

City of Moreno Valley
Internal Service Funds
Combining Statement of Cash Flows
Year ended June 30, 2010

	General Liability Insurance	Worker's Compensation Insurance	Technology Services	Facilities Maintenance
Cash Flows from Operating Activities:				
Cash received from customers	$ 1,031,201	$ 870,886	$ 4,282,432	$ 4,106,516
Cash payments to suppliers for goods and services	(166,889)	(57,296)	(1,502,148)	(1,719,174)
Cash payments for claims	(1,184,924)	(691,836)	-	-
Cash payments to employees for services	(114,835)	(49,047)	(2,015,246)	(942,441)
Other operating revenues (expenses)	1,391	-	515	4,069
Net Cash Provided (Used) by Operating Activities	**(434,056)**	**72,707**	**765,553**	**1,448,970**
Cash Flows from Noncapital Financing Activities:				
Cash transfers from other funds	-	-	-	100,000
Cash transfers to other funds	-	-	(5,000)	(883,740)
Net Cash Provided (Used) by Noncapital Financing Activities	**-**	**-**	**(5,000)**	**(783,740)**
Cash Flows from Capital and Related Financing Activities:				
Acquisition and construction of capital assets	-	-	(350,991)	(81,205)
Net Cash Provided (Used) by Capital and Related Financing Activities	**-**	**-**	**(350,991)**	**(81,205)**
Net Increase (Decrease) in Cash and Cash Equivalents	(434,056)	72,707	409,562	584,025
Cash and Cash Equivalents at Beginning of Year	2,690,253	4,193,983	7,536,576	4,681,299
Cash and Cash Equivalents at End of Year	**$ 2,256,197**	**$ 4,266,690**	**$ 7,946,138**	**$ 5,265,324**
Reconciliation of Change in Net Assets to Net Cash Provided (Used) by Operating Activities:				
Operating income (loss)	$ (675,964)	$ 206,961	$ 560,631	$ 1,156,998
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:				
Depreciation	-	-	296,372	288,622
(Increase) decrease in accounts receivable	-	186	-	7
(Increase) decrease in prepaids	-	-	(376)	473
(Increase) decrease in inventories	-	-	-	-
Increase (decrease) in accounts payable	23,633	(5,775)	(128,255)	(25,974)
Increase (decrease) in accrued payroll liabilities	(39)	243	(4,902)	1,097
Increase (decrease) in due to Moreno Valley	-	-	-	-
Increase (decrease) in compensated absences	4,314	(1,908)	42,083	27,747
Increase (decrease) in self-insurance payable	214,000	(127,000)	-	-
Total Adjustments	**241,908**	**(134,254)**	**204,922**	**291,972**
Net Cash Provided (Used) by Operating Activities	**$ (434,056)**	**$ 72,707**	**$ 765,553**	**$ 1,448,970**

Schedule of Noncash Investing, Capital and Noncapital Financing Activities:

There were no significant noncash investing, capital and noncapital financing activities for the year ended June 30, 2010.

MV00198520

Equipment Maintenance	Equipment Replacement Reserve	Totals	
			Cash Flows from Operating Activities:
$ 643,370	$ 2,306,405	$ 13,240,810	Cash received from customers
(338,274)	-	(3,783,781)	Cash payments to suppliers for goods and services
-	-	(1,876,760)	Cash payments for claims
(266,084)	-	(3,387,653)	Cash payments to employees for services
3,464	30,611	40,050	Other operating revenues (expenses)
42,476	**2,337,016**	**4,232,666**	**Net Cash Provided (Used) by Operating Activities**
			Cash Flows from Noncapital Financing Activities:
-	-	100,000	Cash transfers from other funds
-	(2,202,040)	(3,090,780)	Cash transfers to other funds
-	**(2,202,040)**	**(2,990,780)**	**Net Cash Provided (Used) by Noncapital Financing Activities**
			Cash Flows from Capital and Related Financing Activities:
-	-	(432,196)	Acquisition and construction of capital assets
-	**-**	**(432,196)**	**Net Cash Provided (Used) by Capital and Related Financing Activities**
42,476	134,976	809,690	Net Increase (Decrease) in Cash and Cash Equivalents
229,292	13,677,525	33,008,928	Cash and Cash Equivalents at Beginning of Year
$ 271,768	**$ 13,812,501**	**$ 33,818,618**	**Cash and Cash Equivalents at End of Year**
			Reconciliation of Change in Net Assets to Net Cash Provided (Used) by Operating Activities:
$ 6,712	$ 2,089,641	$ 3,344,979	Operating income (loss)
			Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:
29,811	247,375	862,180	Depreciation
-	-	193	(Increase) decrease in accounts receivable
-	-	97	(Increase) decrease in prepaids
6,796	-	6,796	(Increase) decrease in inventories
75	-	(136,296)	Increase (decrease) in accounts payable
(2,501)	-	(6,102)	Increase (decrease) in accrued payroll liabilities
-	-	-	Increase (decrease) in due to Moreno Valley
1,583	-	73,819	Increase (decrease) in compensated absences
-	-	87,000	Increase (decrease) in self-insurance payable
35,764	**247,375**	**887,687**	**Total Adjustments**
$ 42,476	**$ 2,337,016**	**$ 4,232,666**	**Net Cash Provided (Used) by Operating Activities**

MV00198521

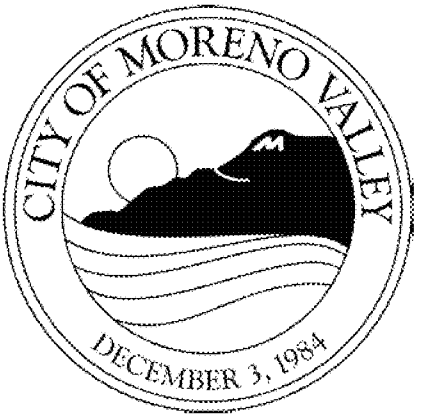

MV00198522

Agency Funds

MORENO VALLEY
WHERE DREAMS SOAR

AGENCY FUNDS

Deposit Liability Fund

This fund is used to account for miscellaneous deposits collected by the City.

Assessment District 87-4 Fund

This fund is used to account for the receipt and remittance of special assessments for the Assessment District 87-4 Limited Obligation Improvement Bonds. The bonds are not secured by the general taxing power of the City, the State of California or any other political subdivision thereof, and neither the City nor the State, nor any potential subdivision thereof, has pledged its full faith and credit for the payment thereof.

Assessment District 98-1 Fund

This fund is used to account for the receipt and remittance of special assessments for the Assessment District 98-1 Limited Obligation Improvement Bonds. All property owners except one paid their fees upfront.

CFD #5 Stoneridge Fund

This fund is used to account for the receipt and remittance of special taxes for the CFD #5 Stoneridge Special Tax Bonds. The bonds are not secured by the general taxing power of the City, the State of California or any other political subdivision thereof, and neither the City nor the State, nor any potential subdivision thereof, has pledged its full faith and credit for the payment thereof.

TUMF Trust Fund

This fund is used to account for the receipt of the Transportation Uniform Mitigation Fees (TUMF) and their remittance to the Western Riverside Council of Governments (WRCOG).

MSHCP Trust Fund

This fund is used to account for the receipt of the Multi-Species Habitat Conservation Plan (MSHCP) fees and their remittance to the Western Riverside County Regional Conservation Agency (WRCRCA).

Moreno Valley Employees Assistance Fund

This fund is used to account for employee donations to assist fellow employees who are in need of financial assistance.

Moreno Valley Foundation Donations Fund

This fund is being used on a temporary basis to account for the receipts and disbursements of the Moreno Valley Community Foundation until such time that the Foundation is officially cleared by the Internal Revenue Service to become operational as a tax-exempt 501 (c) 3 organization.

Arts Commission Fund

This fund is used to account for funds received to encourage, stimulate, promote and foster programs for the cultural enrichment of the City, thereby contributing to the quality of life of its residents. This fund also accounts for funding received to develop an awareness of the value of arts in Moreno Valley's business community, local government and the general public.

MV00198524

City of Moreno Valley
Agency Funds
Combining Balance Sheet
June 30, 2010

	Deposit Liability	Assessment District 87-4	Assessment District 98-1
Assets:			
Pooled cash and investments	$ 6,539,875	$ 107,936	$ 954
Receivables:			
Accounts	1,395	-	-
Due from other governments	-	-	-
Total Assets	**$ 6,541,270**	**$ 107,936**	**$ 954**
Liabilities:			
Accounts payable	$ 105,636	$ -	$ -
Deposits payable	6,435,634	-	-
Payable to trustee	-	107,936	954
Total Liabilities	**$ 6,541,270**	**$ 107,936**	**$ 954**

MV00198525

CFD #5 Stoneridge Fund	TUMF Trust	MCHCP Trust	
			Assets:
$ 742,873	$ 4,437	$ 6,530	Pooled cash and investments
			Receivables:
-	-	-	Accounts
-	-	26,416	Due from other governments
$ 742,873	**$ 4,437**	**$ 32,946**	**Total Assets**
			Liabilities:
$ -	$ 4,437	$ 32,946	Accounts payable
-	-	-	Deposits payable
742,873	-	-	Payable to trustee
$ 742,873	**$ 4,437**	**$ 32,946**	**Total Liabilities**

MV00198526

City of Moreno Valley
Agency Funds
Combining Balance Sheet
June 30, 2010

	Moreno Valley Employees Assistance	Moreno Valley Foundation Donations	Arts Commission	Total
Assets:				
Pooled cash and investments	$ -	$ 221,650	$ 802	$ 7,625,057
Receivables:				
Accounts	-	-	-	1,395
Due from other governments	-	-	-	26,416
Total Assets	**-**	**221,650**	**802**	**7,652,868**
Liabilities:				
Accounts payable	$ -	$ -	$ -	$ 143,019
Deposits payable	-	-	-	6,435,634
Payable to trustee	-	221,650	802	1,074,215
Total Liabilities	**-**	**221,650**	**802**	**7,652,868**

MV00198527

MV00198528

City of Moreno Valley
Agency Funds
Combining Schedule of Changes in Assets and Liabilities
Year ended June 30, 2010

	Balance July 1, 2009	Additions	Deletions	Balance June 30, 2010
Deposit Liability				
Assets:				
Pooled cash and investments	$ 7,474,418	$ 577,882	$ 1,512,425	$ 6,539,875
Accounts receivable	1,540	-	145	1,395
Total Assets	**$ 7,475,958**	**$ 577,882**	**$ 1,512,570**	**$ 6,541,270**
Liabilities:				
Accounts payable	$ 113,909	$ 1,093,205	$ 1,101,478	$ 105,636
Other accrued liabilities	1,919	-	1,919	-
Due to Moreno Valley	-	-	-	-
Deposits payable	7,360,130	579,801	1,504,297	6,435,634
Total Liabilities	**$ 7,475,958**	**$ 1,673,006**	**$ 2,607,694**	**$ 6,541,270**
Assessment District 87-4				
Assets:				
Pooled cash and investments	$ 419,968	$ 59,459	$ 371,491	$ 107,936
Interest receivable	3	-	3	-
Due from other governments	2,383	-	2,383	-
Total Assets	**$ 422,354**	**$ 59,459**	**$ 373,877**	**$ 107,936**
Liabilities:				
Accounts payable	$ -	$ 4,712	$ 4,712	$ -
Payable to trustee	422,354	1,994	316,412	107,936
Total Liabilities	**$ 422,354**	**$ 6,706**	**$ 321,124**	**$ 107,936**
Assessment District 98-1				
Assets:				
Pooled cash and investments	$ 3,817	$ -	$ 2,863	$ 954
Total Assets	**$ 3,817**	**$ -**	**$ 2,863**	**$ 954**
Liabilities:				
Accounts payable	$ 2,813	$ -	$ 2,813	$ -
Payable to trustee	1,004	-	50	954
Total Liabilities	**$ 3,817**	**$ -**	**$ 2,863**	**$ 954**

MV00198529

City of Moreno Valley
Agency Funds
Combining Schedule of Changes in Assets and Liabilities
Year ended June 30, 2010
(Continued)

	Balance July 1, 2009	Additions	Deletions	Balance June 30, 2010
CFD #5 Stoneridge				
Assets:				
Pooled cash and investments	$ 1,168,851	$ 369,042	$ 795,020	$ 742,873
Accounts receivable	1,062	-	1,062	-
Interest receivable	10	-	10	-
Due from other governments	2,875	-	2,875	-
Total Assets	**$ 1,172,798**	**$ 369,042**	**$ 798,967**	**$ 742,873**
Liabilities:				
Accounts payable	$ 1,062	$ 457,706	$ 458,768	$ -
Payable to trustee	1,171,736	365,095	793,958	742,873
Total Liabilities	**$ 1,172,798**	**$ 822,801**	**$ 1,252,726**	**$ 742,873**
TUMF Trust				
Assets:				
Pooled cash and investments	$ 225,659	$ 910,043	$ 1,131,265	$ 4,437
Total Assets	**$ 225,659**	**$ 910,043**	**$ 1,131,265**	**$ 4,437**
Liabilities:				
Accounts payable	$ -	$ 1,111,855	$ 1,107,418	$ 4,437
Deposits payable	225,659	910,043	1,135,702	-
Total Liabilities	**$ 225,659**	**$ 2,021,898**	**$ 2,243,120**	**$ 4,437**
MSHCP Trust				
Assets:				
Pooled cash and investments	$ -	$ 230,446	$ 223,916	$ 6,530
Due from other governments	26,416	-	-	26,416
Total Assets	**$ 26,416**	**$ 230,446**	**$ 223,916**	**$ 32,946**
Liabilities:				
Accounts payable	$ 1,722	$ 230,446	$ 199,222	$ 32,946
Due to Moreno Valley	24,694	-	24,694	-
Deposits payable	-	230,446	230,446	-
Total Liabilities	**$ 26,416**	**$ 460,892**	**$ 454,362**	**$ 32,946**

MV00198530

City of Moreno Valley
Agency Funds
Combining Schedule of Changes in Assets and Liabilities
Year ended June 30, 2010
(Continued)

	Balance July 1, 2009	Additions	Deletions	Balance June 30, 2010
Moreno Valley Employees Assistance				
Assets:				
Pooled cash and investments	$ 323	$ -	$ 323	$ -
Total Assets	**$ 323**	**$ -**	**$ 323**	**$ -**
Liabilities:				
Accounts payable	$ -	$ -	$ -	$ -
Deposits payable	$ 323	$ -	$ 323	$ -
Total Liabilities	**$ 323**	**$ -**	**$ 323**	**$ -**
Moreno Valley Foundation Donations				
Assets:				
Pooled cash and investments	$ 221,650	$ -	$ -	$ 221,650
Total Assets	**$ 221,650**	**$ -**	**$ -**	**$ 221,650**
Liabilities:				
Accounts payable	$ -	$ -	$ -	$ -
Payable to trustee	221,650	-	-	221,650
Total Liabilities	**$ 221,650**	**$ -**	**$ -**	**$ 221,650**
Arts Commission				
Assets:				
Pooled cash and investments	$ 92	$ 1,387	$ 677	$ 802
Total Assets	**$ 92**	**$ 1,387**	**$ 677**	**$ 802**
Liabilities:				
Accounts payable	$ -	$ 677	$ 677	$ -
Payable to trustee	92	1,387	677	802
Total Liabilities	**$ -**	**$ 2,064**	**$ 1,354**	**$ 802**

MV00198531

City of Moreno Valley
Agency Funds
Combining Schedule of Changes in Assets and Liabilities
Year ended June 30, 2010
(Continued)

	Balance July 1, 2009	Additions	Deletions	Balance June 30, 2010
Totals - All Agency Funds				
Assets:				
Pooled cash and investments	$ 9,514,778	$ 2,148,259	$ 4,037,980	$ 7,625,057
Accounts receivable	2,602	-	1,207	1,395
Interest receivable	13	-	13	-
Due from other governments	31,674	-	5,258	26,416
Total Assets	**$ 9,549,067**	**$ 2,148,259**	**$ 4,044,458**	**$ 7,652,868**
Liabilities:				
Accounts payable	$ 119,506	$ 2,898,601	$ 2,875,088	$ 143,019
Other accrued liabilities	1,919	-	1,919	-
Due to Moreno Valley	24,694	-	24,694	-
Deposits payable	7,586,112	1,720,290	2,870,768	6,435,634
Payable to trustee	1,816,836	368,476	1,111,097	1,074,215
Total Liabilities	**$ 9,549,067**	**$ 4,987,367**	**$ 6,883,566**	**$ 7,652,868**

MV00198532

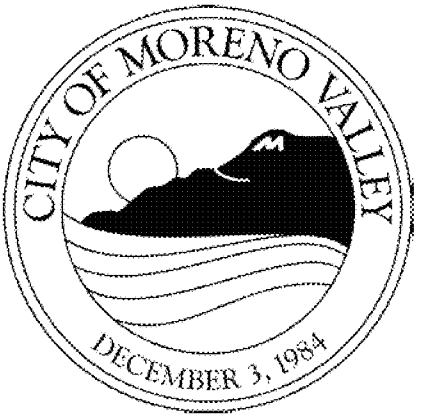

MV00198533

Capital Assets

MORENO VALLEY
WHERE DREAMS SOAR

MV00198535

City of Moreno Valley
Schedule of General Capital Assets
By Function and Activity
June 30, 2010

Function and Activity:	Land	CIP	Buildings and Improvements
General government:			
City manager	$ -	$ -	$ -
City attorney	-	-	-
City clerk	-	-	-
Human resources	-	-	-
Finance	-	-	-
Other - unclassified	45,642,917	36,900	1,542,510
Total General Government	45,642,917	36,900	1,542,510
Public safety:			
Police	137,173	1,272,990	9,751,733
Fire	893,270	92,482	17,407,539
Animal control	590,127	-	3,040,333
Volunteer services	-	4,631,820	15,937
Total Public Safety	1,620,570	5,997,292	30,215,542
Public works	251,134,384	42,991,205	-
Community development	-	-	5,965,154
Community services district	450,000	-	49,973,475
Redevelopment agency	9,561,919	-	12,191,837
Internal service funds	-	263,335	10,314,761
Grand Total	**$ 308,409,790**	**$ 49,288,732**	**$ 110,203,279**

MV00198536

Furniture and Equipment	Vehicles	Infrastructure	Total	Function and Activity:
				General government:
$ 203,255	$ 84,428	$ -	$ 287,683	City manager
12,068	-	-	12,068	City attorney
313,048	-	-	313,048	City clerk
16,467	-	-	16,467	Human resources
23,534	62,805	-	86,339	Finance
21,832	-	-	47,244,159	Other - unclassified
590,204	147,233	-	47,959,764	Total General Government
				Public safety:
1,273,090	1,074,855	-	13,509,841	Police
853,925	2,100,719	-	21,347,935	Fire
93,064	314,556	-	4,038,080	Animal control
47,901	170,667	-	4,866,325	Volunteer services
2,267,980	3,660,797	-	43,762,181	Total Public Safety
899,713	2,504,185	593,262,173	890,791,660	Public works
364,889	388,770	-	6,718,813	Community development
1,250,323	529,504	101,457	52,304,759	Community services district
352,837	-	1,152,231	23,258,824	Redevelopment agency
6,227,205	2,580,421	198,868	19,584,590	Internal service funds
$ 11,953,151	**$ 9,810,910**	**$ 594,714,729**	**$ 1,084,380,591**	**Grand Total**

MV00198537

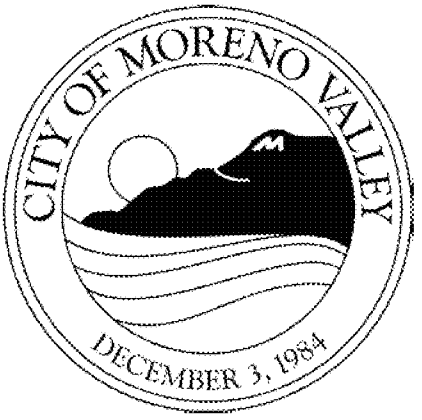

MV00198538

Statistical Section

MORENO VALLEY
WHERE DREAMS SOAR

This part of the City of Moreno Valley's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

Contents **Page #**

Financial Trends 199

These schedules contain trend information to help the reader understand how the city's financial performance and well-being have changed over time.

Revenue Capacity 204

These schedules contain information to help the reader assess the factors affecting the city's ability to generate its key revenues

Debt Capacity 210

These schedules present information to help the reader assess the affordability of the city's current levels of outstanding debt and the city's ability to issue additional debt in the future

Demographic and Economic Information 215

These schedules offer demographic and economic indicators to help the reader understand the environment within which the city's financial activities take place and help make comparisons over time and with other governments.

Operating Information 218

These schedules contain information about the city's operations and resources to help the reader understand how the city's financial information relates to the services the city provides and the activities it performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year. The city implemented Statement 34 in 2003; schedules presenting government-wide information include information beginning in that year.

MV00198540

City of Moreno Valley
Net Assets by Component,
Last seven fiscal years
(accrual basis of accounting)

	2004	2005	2006	2007	2008	2009	2010
Governmental activities							
Invested in capital assets, net of related debt	$ 465,542,271	$ 475,642,146	$ 523,083,597	$ 594,870,636	$ 622,102,140	$704,987,685	$ 768,345,954
Restricted for:							
Community development projects	6,961,781	6,404,249	10,076,376	-	41,908,201	19,960,752	36,341,964
Community and cultural	-	-	-	-	8,259,181	-	8,368,534
Public safety	2,086,222	2,649,176	1,655,374	973,667	663,854	280,107	2,103,241
Capital projects	40,769,509	47,442,301	60,687,985	66,493,508	79,745,801	71,335,816	61,365,635
Debt service	23,966,889	21,673,132	12,985,998	12,538,629	7,291,425	17,373,369	15,818,072
Other Programs	-	-	-	14,863,573	3,598,110	11,731,764	2,545,781
Permanent funds-nonexpendable	-	-	59,359	62,537	64,692	66,436	169,287
Unrestricted	32,744,174	46,215,255	73,846,697	101,941,651	104,545,617	69,630,581	46,594,052
Total Governmental activities net assets	$ 572,070,846	$ 600,026,259	$ 682,395,386	$ 791,744,201	$ 868,179,021	$ 895,366,510	$ 941,652,520
Business-type activities							
Invested in capital assets, net of related debt	$ 709,310	$ 1,815,311	$ 18,151,135	$ 14,130,659	$ 14,110,399	$ 10,083,679	$ 12,201,754
Restricted							
Regulatory contingencies	-	-	-	1,604,444	948,207	1,767,402	1,158,200
Unrestricted	(575,790)	(799,941)	(3,713,053)	(634,406)	(2,252,565)	(4,023,374)	(4,520,034)
Total Business-type activities net assets	$ 133,520	$ 1,015,370	$ 14,438,082	$ 15,100,697	$ 12,806,041	$ 7,827,707	$ 8,839,920
Primary government							
Invested in capital assets, net of related debt	$ 466,251,581	$ 477,457,457	$ 541,234,732	$ 609,001,295	$ 636,212,539	$ 715,071,364	$ 780,547,708
Restricted for:	-	-	-	-	-	-	-
Community development projects	6,961,781	6,404,249	10,076,376	-	41,908,201	19,960,752	36,341,964
Community and cultural	-	-	-	-	8,259,181	-	8,368,534
Public safety	2,086,222	2,649,176	1,655,374	973,667	663,854	280,107	2,103,241
Capital projects	40,769,509	47,442,301	60,687,985	66,493,508	79,745,801	71,335,816	61,365,635
Debt service	23,966,889	21,673,132	12,985,998	12,538,629	7,291,425	17,373,369	15,818,072
Other Programs	-	-	-	14,863,573	3,598,110	11,731,764	2,545,781
Permanent funds-nonexpendable	-	-	59,359	62,537	64,692	66,436	169,287
Regulatory contingencies	-	-	-	1,604,444	948,207	1,767,402	1,158,200
Unrestricted	32,168,384	45,415,314	70,133,644	101,307,245	102,293,052	65,607,207	42,074,018
Total primary government net assets	$ 572,204,366	$ 601,041,629	$ 696,833,468	$ 806,844,898	$ 880,985,062	$ 903,194,217	$ 950,492,440

Note: The city implemented the GASB 34 reporting model in Fiscal Year 2003. Information prior to the implementation of GASB 34 is not available.

MV00198541

City of Moreno Valley
Change in Net Assets,
Last seven fiscal years
(accrual basis of accounting)

	2004	2005	2006	2007	2008	2009	2010
Expenses							
Governmental activities:							
General government	$ 10,902,771	$ 18,583,987	$ 12,817,483	$ 10,796,963	$ 14,416,941	$ 14,948,628	$ 12,093,157
Public safety	39,563,567	42,797,971	47,282,305	43,415,662	54,412,284	50,856,439	58,165,412
Community development	8,198,449	10,041,715	13,666,378	9,643,084	10,964,507	12,036,237	29,663,451
Community and cultural	13,789,758	14,132,146	15,999,800	21,181,096	33,717,135	27,904,884	22,700,681
Public works	10,287,806	11,352,870	10,273,707	30,750,411	29,247,892	36,095,949	14,990,867
Interest on long-term debt	5,869,952	5,514,358	8,079,935	8,724,134	12,081,884	10,334,932	9,126,054
Total Governmental activities expenses	88,612,303	102,423,047	108,119,608	124,511,350	154,840,643	152,177,069	146,739,622
Business-type activities:							
Electric	76,106	1,080,589	3,673,509	8,298,955	12,282,161	14,067,086	13,812,966
Total business-type activities expenses	76,106	1,080,589	3,673,509	8,298,955	12,282,161	14,067,086	13,812,966
Total primary government expenses	$ 88,688,409	$ 103,503,636	$ 111,793,117	$ 132,810,305	$ 167,122,804	$ 166,244,155	$ 160,552,588
Program revenues							
Governmental activities:							
Charges for services:							
General government	$ 1,699,588	$ 1,855,342	$ 2,447,730	$ 2,994,550	$ 1,329,861	$ 1,144,983	$ 3,148,712
Public safety	922,986	1,158,745	2,040,725	1,212,229	4,948,923	6,559,817	4,371,535
Community development	7,964,124	10,814,238	12,576,280	12,947,546	6,962,389	7,607,316	4,071,460
Community and cultural	8,397,842	9,012,514	10,067,509	10,963,716	12,163,575	14,982,931	11,254,752
Public works	16,113,736	14,639,669	20,523,959	10,612,170	19,134,172	7,840,754	2,264,619
Operating contributions and grants:							
General government	2,315,147	2,121,229	422,310	622,513	-	92,319	66,861
Public safety	973,642	773,875	838,921	931,062	704,324	385,195	1,016,552
Community development	866,940	1,586,824	3,252,611	4,023,295	2,873,752	2,541,925	8,909,018
Community and cultural	1,216	68,396	133,325	100,777	6,911,186	5,936,040	5,174,090
Public works	626,074	887,750	2,985,031	460,787	631,830	3,901,583	6,345,620
Capital contributions and grants							
General government	-	-	-	-	-	-	31,307
Public safety	221,729	-	-	-	-	-	146,606
Community development	-	-	-	-	-	-	918,785
Community and cultural	-	-	-	-	-	239,746	-
Public works	1,157,085	2,160,498	24,442,306	74,752,980	74,004,139	31,573,778	70,826,175
Total governmental activities program revenues	41,260,109	45,079,080	79,730,707	119,621,625	129,664,151	82,806,387	118,546,092
Business-type activities:							
Charges for services							
Electric	319,135	1,356,555	11,445,287	8,712,097	10,311,654	12,430,482	13,326,364
Capital contributions and grants	-	-	-	1,604,577	-	-	-
Total business-type activities program revenues	319,135	1,356,555	11,445,287	10,316,674	10,311,654	12,430,482	13,326,364
Total primary government program revenues	41,579,244	46,435,635	91,175,994	129,938,299	139,975,805	95,236,869	131,872,456

(Continued)

MV00198542

City of Moreno Valley
Change in Net Assets,
Last seven fiscal years
(accrual basis of accounting)

	2004	2005	2006	2007	2008	2009	2010
Net (Expense)/Revenue							
Governmental activities	(47,352,194)	(57,343,967)	(28,388,901)	(4,889,725)	(25,176,492)	(69,370,682)	(28,193,530)
Business-type activities	243,029	275,966	7,771,778	2,017,719	(1,970,507)	(1,636,604)	(486,602)
Total primary government net (expense)/revenue	$ (47,109,165)	$ (57,068,001)	$ (20,617,123)	$ (2,872,006)	$ (27,146,999)	$ (71,007,286)	$ (28,680,132)
General Revenues and Other Changes in Net Assets							
Governmental activities:							
Taxes:							
Property taxes	$ 12,897,208	$ 19,678,253	$ 18,001,808	$ 23,379,735	$ 30,351,211	$ 28,316,208	$ 16,836,699
Property taxes in lieu	-	8,644,834	12,068,070	14,150,000	16,728,600	16,791,078	13,703,197
Transient occupancy tax	455,009	519,193	582,307	586,383	593,009	497,936	535,775
Sales tax	15,469,300	18,054,078	12,275,626	15,701,460	13,623,654	12,163,719	10,982,811
Franchise taxes	3,599,486	3,791,547	4,099,859	4,349,870	4,381,882	4,876,055	4,607,594
Business license taxes	1,289,434	1,457,521	1,240,764	1,315,039	1,111,021	1,051,702	961,303
Utility users tax	10,980,848	12,527,514	13,811,740	15,463,291	15,186,616	15,081,286	15,358,341
Other taxes	7,963,160	4,497,323	5,448,829	6,320,978	2,620,059	2,683,193	2,278,529
Franchise in lieu taxes	-	9,699	42,788	78,573	96,816	120,969	132,548
Documentary transfer tax	1,055,205	1,391,199	1,548,205	972,995	575,003	598,084	479,208
Intergovernmental-motor vehicle in lieu, unrestricted	7,288,137	3,484,623	11,899,563	16,054,145	800,667	865,718	547,188
Use of property and money	1,608,126	5,295,415	6,959,412	13,467,580	16,380,462	9,381,199	10,850,116
Gain on sale of capital assets	-	-	-	-	2,575	-	-
Miscellaneous	14,427,133	5,435,103	1,820,976	405,679	885,602	1,787,772	1,238,641
Transfers	193,000	(16,857)	(1,257,370)	(75,851)	61,817	653,554	225,192
Total governmental activities	77,226,046	84,769,445	88,542,577	112,169,877	103,398,994	94,868,473	78,737,142
Business-type activities							
Use of property and money	-	-	-	-	-	-	61,428
Other	83,491	589,027	-	-	-	131,033	1,250,000
Transfers	(193,000)	16,857	1,257,370	75,851	(61,817)	(653,554)	(225,192)
Total business-type activities	(109,509)	605,884	1,257,370	75,851	(61,817)	(522,521)	1,086,236
Total primary government	$ 77,116,537	$ 85,375,329	$ 89,799,947	$ 112,245,728	$ 103,337,177	$ 94,345,952	$ 79,823,378
Change in Net Assets							
Government activities	29,873,852	27,425,478	60,153,676	107,280,152	78,222,502	25,497,791	50,543,612
Business-type activities	133,520	881,850	9,029,148	2,093,570	(2,032,324)	(2,159,125)	599,634
Total primary government	$ 30,007,372	$ 28,307,328	$ 69,182,824	$ 109,373,722	$ 76,190,178	$ 23,338,666	$ 51,143,246

Note: The city implemented the GASB 34 reporting model in Fiscal Year 2003. Information prior to the implementation of GASB 34 is not available.

MV00198543

City of Moreno Valley
Fund Balances, Governmental Funds
Last seven fiscal years
(modified accrual basis of accounting)

	2004	2005	2006	2007	2008	2009	2010
General Fund							
Reserved	6,654,472	6,052,320	11,808,994	13,580,492	35,752,164	34,787,698	33,788,960
Unreserved	11,943,948	24,992,976	25,920,111	39,494,188	21,937,845	17,066,883	17,500,579
Total General Fund	18,598,420	31,045,296	37,729,105	53,074,680	57,690,009	51,854,581	51,289,539
All Other Funds							
Reserved	26,685,317	21,994,729	49,040,215	49,559,718	90,143,820	86,530,127	79,688,486
Unreserved reported in:							
Special revenue funds	37,493,168	44,049,195	47,464,569	48,534,518	50,516,963	42,222,678	30,378,947
Capital projects funds	(6,891,945)	(2,959,368)	27,383,018	36,453,807	29,300,262	27,359,094	27,373,151
Debt service funds	4,304,047	917,262	949,518	-	-	-	-
Permanent funds	-	-	59,359	-	-	66,436	169,287
Total all other funds	61,590,587	64,001,818	124,896,679	134,548,043	169,961,045	156,178,335	137,609,871

Note: The city implemented the GASB 34 reporting model in Fiscal Year 2003. Information prior to the implementation of GASB 34 is not available.

MV00198544

City of Moreno Valley
Changes in Fund Balances, Governmental Funds
Last seven fiscal years
(modified accrual basis of accounting)

	2004	2005	2006	2007	2008	2009	2010
Revenue							
Taxes	$ 46,216,887	$ 54,463,821	$ -	$ -	$ -	$ -	$ -
Property tax	-	-	14,342,099	26,854,009	30,351,211	28,316,208	16,836,699
Property taxes in lieu	-	-	12,068,070	14,150,000	16,728,600	16,791,078	13,703,197
Utility taxes	-	-	13,811,740	15,463,291	15,186,616	15,081,286	15,358,341
Sales taxes	-	-	12,275,627	15,701,460	13,623,654	12,163,719	10,982,811
Other taxes	-	-	16,622,460	9,637,850	9,377,790	9,827,939	8,994,957
Assessments	41,683	-	-	-		-	-
Licenses, fees and permits	8,868,460	12,159,692	13,041,187	13,552,983	2,650,530	1,930,905	1,354,188
Charges for services	26,874,096	25,755,085	18,574,210	25,046,576	24,745,073	21,876,389	20,182,147
Intergovernmental	20,164,244	27,037,053	33,213,048	16,703,254	31,497,898	32,642,154	39,049,424
Use of property and money	1,571,485	4,438,468	7,199,105	13,466,716	16,380,462	9,381,199	10,850,116
Fines and forfeitures	929,813	1,097,508	1,205,173	1,159,350	1,293,056	1,262,712	1,176,403
Miscellaneous	1,393,391	4,078,406	2,652,320	1,089,949	885,602	1,787,772	1,238,641
Total revenues	106,060,059	129,030,033	145,005,039	152,825,438	162,720,492	151,061,361	139,726,924
Expenditures							
General government	8,937,124	14,983,932	10,723,374	12,060,789	14,681,999	14,825,012	12,607,630
Public Safety	32,300,542	36,806,865	43,478,949	50,276,192	56,361,973	57,866,348	58,311,716
Community development	6,790,803	8,711,599	24,608,096	10,116,658	18,144,115	13,895,163	15,003,855
Community and cultural	11,492,361	12,331,683	14,889,677	19,286,807	32,683,219	27,331,726	21,982,074
Public works	8,724,368	9,999,497	21,262,923	31,391,248	34,616,617	45,328,685	13,796,314
Capital outlay	14,647,639	19,885,754	-	-	-	-	26,269,751
Debt service							
Principal retirement	20,472,246	2,723,847	2,896,585	3,095,000	18,538,387	4,154,660	3,690,094
Interest and fiscal charges	5,897,812	5,381,740	7,334,361	8,476,750	9,213,625	10,382,080	9,198,762
Bond issuance costs	-	-	664,638	326,385	2,413,464	-	-
Total expenditures	109,262,895	110,824,917	125,858,603	135,029,829	186,653,399	173,783,674	160,860,196
Excess of revenues over/ (under) expenditures	(3,202,836)	18,205,116	19,146,436	17,795,609	(23,932,907)	(22,722,313)	(21,133,272)
Other Financing Sources (Uses)							
Issuance of debt	-	-	48,205,000	5,870,000	58,412,429	-	-
Transfers in	13,058,959	24,871,852	37,201,043	33,422,242	38,016,856	27,284,397	29,322,934
Transfers out	(12,125,059)	(24,165,709)	(38,480,919)	(30,526,931)	(36,688,115)	(24,926,511)	(26,106,962)
Sale of capital assets	-	-	-	-	442,085	-	-
Premium on debt issued	-	-	570,840	-	-	-	-
Discount on debt issued	-	-	(385,640)	-	-	-	-
Payment to refunded bond escrow agents	-	(5,006,586)	-	-	-	-	-
Other debts issued	1,199,343	250,767	-	-	-	-	-
Total other financing sources (uses)	2,133,243	(4,049,676)	47,110,324	8,765,311	60,183,255	2,357,886	3,215,972
Net change in fund balances	(1,069,593)	14,155,440	66,256,760	26,560,920	36,250,348	(20,364,427)	(17,917,300)
Debt service as a percentage of noncapital expenditures	27.87%	8.91%	10.54%	10.56%	19.40%	10.65%	9.58%

Note: The city implemented the GASB 34 reporting model in Fiscal Year 2003. Information prior to the implementation of GASB 34 is not available.

MV00198545

City of Moreno Valley
Tax Revenues by Source, General and Fire Services Funds
(modified accrual basis of accounting)

Fiscal Year	Property	Property Tax In-Lieu of Vehicle License Fees		Utility Users	Sales & Use		Transient Occupancy	Franchise	Motor Vehicle In-Lieu		Business License Gross Receipt	Documentary Transfer		Total
2003	$ 5,710,105	$ -		$ 9,718,667	$ 8,171,861		$ 358,530	$ 3,253,708	$ 9,239,894		$ 806,462	$ 599,128		$ 37,858,355
2004	6,354,247	-		10,980,848	9,100,608		455,009	3,599,485	7,283,124	(1)	920,928	1,055,205		39,749,454
2005	7,230,082	8,644,834	(2)	12,527,514	11,753,794		519,193	3,791,546	3,478,877	(2)	1,059,009	1,391,200		50,396,049
2006	11,930,618	12,068,070		13,811,740	11,317,841	(4)	582,307	4,142,646	1,275,342		1,240,764	1,548,205		57,917,533
2007	14,022,135	14,150,000		15,463,291	13,116,271		586,383	4,349,870	943,313		1,315,039	972,995	(5)	64,919,297
2008	14,361,253	16,728,600		15,186,616	11,694,525		593,009	4,478,698	800,667		1,111,021	575,003		65,529,392
2009	12,790,196	16,791,078		15,081,286	10,202,384		497,936	4,997,024	865,718		1,051,701	598,084		62,875,407
2010	9,917,734	13,703,197		15,358,341	9,298,296		535,775	4,757,920	547,188		961,303	479,208		55,558,962
Change														
2003 to 2010	**74.00%**	**100.00%**	(3)	**58.00%**	**14.00%**	(3)	**49.00%**	**46.00%**	**-94.00%**		**19.00%**	**-20.00%**		**47.00%**

(1) In 2004 the State of California discontinued the back-fill of the Vehicle License Fee In-Lieu. At the same time the basis of the revenue stream was changed from a per capita calculation to the change in assessed valuations of property.

(2) In 2005 the governor instituted the "triple-flip" which changed the funding source for Vehicle License Fees to the ERAF fund and changed the allocation of funds to cities from a per capita computation to the change in the assessed valuation of property. The foundation of the fee is not based on the tax rates established by the city and as such is not considered to be property tax. Because this revenue is under the control of the state it would be considered a "shared" revenue rather than an "own-source" revenue.

(3) Property Tax, Property Tax In-Lieu of VLF, Utility Users Tax and Sales Tax revenues have experienced significant levels of growth due to the high level of development of both residential and commercial being experienced within the city.

(4) The decline in sales tax reported in FY 2006 is related to the implementation of the "Triple-Flip" and a take-back of revenues related to a change in the formula that was used to allocate funds to the cities. The amount of the take-back was $720,000.

(5) Documentary Transfer Tax has declined since FY 2006. This decline is due to the combination of a decrease in the number of properties that transferred ownership and the decline in the value of properties being transferred.

Source: City of Moreno Valley Finance Department

MV00198546

City of Moreno Valley
Key Revenues, General and Fire Services Funds
Last Ten Fiscal Years

	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
Utility Users Tax	$ 8,755,772	$ 9,078,814	$ 9,718,667	$10,980,848	$12,527,514	$13,811,740	$15,463,291	$15,186,616	$15,081,286	$15,358,341
Property Tax	5,098,438	5,192,833	5,710,105	6,354,247	7,230,082	11,930,618	14,022,135	14,361,253	12,790,196	9,917,734
Property Tax In-Lieu of VLF	-	-	-	-	8,644,834	12,068,070	14,150,000	16,728,600	16,791,078	13,703,197
Vehicle License In-Lieu Fees	7,879,602	8,459,660	9,239,894	7,283,124	3,478,877	1,275,342	943,313	800,667	865,718	547,188
Sales Tax	6,929,184	7,194,055	8,171,861	9,100,608	8,696,776	8,623,390	9,472,304	7,942,982	7,135,246	6,952,123
Property Tax In-Lieu of Sales Tax	-	-	-	-	3,057,018	2,694,451	3,643,967	3,751,543	3,067,138	2,346,173
Development Services	1,876,496	4,186,830	5,478,729	7,992,934	10,968,374	12,592,569	12,976,965	9,092,514	7,442,475	5,243,215

Notes:

In late FY 2004 due to budget constraints the State of California discountinued the back-fill of the Vehicle In-Lieu fees which accounted for approximately two-thirds of the total amount paid to local government. In 2005 this "gap" amount was repaid to local agencies which for the City of Moreno Valley amounted to $2,547,036.

The FY 03/04 State of California budget withheld a portion of the Vehicle License Fee backfill owed to cities. Under the terms of the borrowing the Vehicle License Fee gap loan, as it was known, was to be repaid in FY 06/07. The City of Moreno Valley, along with a number of other cities, sold the rights to the receivable to a third party, California Communities, in order to receive the cash on a more timely basis. The agreement resulted in the city receiving a discounted amount or $2,347,317 of the original receivable amount of $2,547,036 in FY 04/05

In FY 2005 in order to provide collateral for the Budget Deficit Bonds the State of California began withholding twenty five percent of the city's sales tax and replaced it with a like amount from the ERAF fund. This switch was one of the components of the "Triple-flip" and unlike the switch of vehicle license fees, which is permanent, only lasts until the bonds

Source: City of Moreno Valley Finance Department

MV00198547

City of Moreno Valley
Assessed Value and Estimated Actual Value of Taxable Property
Last Ten Fiscal Years
(in thousands of dollars)

	City						Redevelopment Agency						
Fiscal Year Ended June 30,	Secured Value	Unsecured Value	Total Assessed and Estimated Full Value	Less: Exemptions	Taxable Assessed Value	Direct Tax Rate	Secured Value	Unsecured Value	Total Assessed and Estimated Full Value	Less: Exemptions	Taxable Assessed Value	Direct Tax Rate	Total Direct Tax Rate
2001	4,792,266	133,185	4,925,451	(69,801)	4,855,650	(1)						(1)	(1)
2002	5,652,986	147,086	5,800,072	(96,346)	5,703,726	0.00133	1,073,616	91,783	1,165,399	(23,802)	1,141,597	0.00472	0.00189
2003	6,303,862	146,028	6,449,890	(102,466)	6,347,424	0.00131	1,205,730	81,997	1,287,727	(28,489)	1,259,238	0.00483	0.00189
2004	7,323,326	144,893	7,468,219	(94,858)	7,373,361	0.00124	1,382,232	86,290	1,468,522	(28,117)	1,440,405	0.00517	0.00188
2005	9,182,553	154,604	9,337,157	(109,759)	9,227,398	0.00116	1,643,835	82,341	1,726,176	(34,169)	1,692,007	0.00572	0.00187
2006	11,327,235	165,133	11,492,368	(118,051)	11,374,317	0.00131	2,028,330	85,608	2,113,938	(35,633)	2,078,305	0.00643	0.00210
2007	13,419,168	198,776	13,617,944	(147,891)	13,470,053	0.00140	2,546,327	109,685	2,656,012	(47,345)	2,608,667	0.00672	0.00226
2008	13,491,161	232,774	13,723,935	(194,693)	13,529,242	0.00143	2,788,876	137,206	2,926,082	(75,251)	2,850,831	0.00838	0.00264
2009	13,132,444	243,521	13,375,965	(154,973)	13,220,992	0.00131	2,229,290	117,596	2,346,886	(72,232)	2,274,654	0.01045	0.00265
2010	2,083,760	136,807	2,220,567	(154,289)	2,066,278	0.00827	1,954,940	130,101	2,085,041	(81,595)	2,003,446	0.00830	0.00828

Source: Riverside County Auditor/Controller

(1) The tax rate detail prior to FY 2001-02 is not readily available

Note: In 1978 the voters of the State of California passed Proposition 13 which limited property taxes to a maximum rate of 1% based upon the assessed value of the property being taxed. Each year, the assessed value of the property may be increased by an "inflation factor" (limited to a maximum increase of 2%). With few exceptions, property is only reassessed at the time that it is sold to a new owner. At that point, the new assessed value is reassessed at the purchase price of the property sold. The assessed valuation data shown above represents the only data currently available with respect to the actual market value of taxable property and is subject to the limitations described above.

Source: City of Moreno Valley Finance Department
County of Riverside Auditor-Controller

MV00198548

City of Moreno Valley
Property Tax Rates
Direct and Overlapping Governments
Last Six Fiscal Years
(per $100 of assessed value)

Fiscal Year	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10
City Direct Rates:	$0.00116	$0.00131	$0.00140	$0.00143	$0.00131	$0.00827
Redevelopment Agency Direct Rate:	0.00572	0.00643	0.00672	0.00838	0.01045	0.00830
Total City Direct Rate:	0.00187	0.00210	0.00226	0.00264	0.00265	0.00828
Eastern Municipal Water Imp Dist U-13	0.03000	0.01400	0.00900	0.00800	0.00000	0.03000
Metro Water Dist East-1301999	0.05780	0.00520	0.00470	0.00450	0.00430	0.00430
Moreno Valley Unified School District	0.03395	0.00000	0.02271	0.03066	0.03081	0.02660
Riverside Community College	0.00000	0.01800	0.01800	0.01259	0.01254	0.01242
Total Tax Rate	$0.16389	$0.16684	$0.17761	$0.19523	$0.21154	$0.22471

NOTE:
In 1978, California voters passed Proposition 13 which sets the property tax rate at a 1.00% fixed amount. This 1.00% is shared by all taxing agencies for which the subject property resides within. In addition to the 1.00% fixed amount, property owners are charged taxes as a percentage of assessed property values for the payment of the Metropolitan Water District bonds, the Eastern Municipal Water District bonds and the Riverside Community College bonds.

Source: City of Moreno Valley Finance Department
County of Riverside Auditor-Controller

MV00198549

City of Moreno Valley
Principal Property Tax Payers
Current Year and Nine Years Ago

	Fiscal Year 2009/10			Fiscal Year 2000/2001		
Taxpayer	Taxable Assessed Value	Rank	Percent of Total City Taxable Assessed Value	Taxable Assessed Value	Rank	Percent of Total City Taxable Assessed Value
Walgreen Company	$ 137,062,594	1	1.24%	$ -		0.00%
Stonegate 552, LLC	114,015,600	2	1.04%	-		0.00%
Ridge Moreno Valley	101,827,166	3	0.92%	-		0.00%
Ross Dress for Less, Inc.	97,084,134	4	0.88%	-		0.00%
Moreno Valley Day St. Apartment	72,131,078	5	0.66%	-		0.00%
WNRA Moreno Valley	57,723,068	6	0.52%			0.00%
Kaiser Foundation Hospitals	56,001,945	7	0.51%	-		0.00%
Knickerbocker Properties, Inc	49,418,999	8	0.45%	-		0.00%
Realty Associates Fund IX LP	47,154,744	9	0.43%	-		0.00%
BRE Properties, Inc	43,499,470	10	0.40%	-		0.00%
Homart Newco Two, Inc				44,300,000	1	0.91%
Secretary of Housing & Urban Development	-		0.00%	27,917,324	2	0.57%
TSC	-		0.00%	23,689,315	3	0.49%
Moreno Valley Associates	-		0.00%	19,999,993	4	0.41%
Sienna Pointe Apartments	-		0.00%	18,023,140	5	0.37%
Macy's	-		0.00%	17,780,313	6	0.37%
Atsugi Kokusai Kanko USA	-		0.00%	15,841,935	7	0.33%
Dayton Hudson Corporation	-		0.00%	15,630,104	8	0.32%
Felicita Associates	-		0.00%	14,542,494	9	0.30%
Hemlock Properties	-		0.00%	13,917,436	10	0.29%
	$ 775,918,798		7.05%	$ 211,642,054		4.36%

The amounts shown above include assessed value data for both the City and the Redevelopment Agency

Source: Hdl Coren & Cone

MV00198550

City of Moreno Valley
Property Tax Levies and Collections
Last Ten Fiscal Years

Fiscal Year Ended June 30,	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of Levy		Collections in Subsequent years	Total Collections to Date	
		Amount	Percent of Levy		Amount	Percent of Levy
2001	19,628,161	19,816,928	100.96%	-	19,816,928	100.96%
2002	21,302,107	19,936,925	93.59%	11,514	19,948,439	93.65%
2003	22,594,477	22,876,331	101.25%	-	22,876,331	101.25%
2004	26,353,337	24,884,530	94.43%	11,609	24,896,139	94.47%
2005	28,865,321	26,775,299	92.76%	7,922	26,783,221	92.79%
2006	30,426,678	32,347,436	106.31%	37,812	32,385,248	106.44%
2007	35,606,935	39,141,295	109.93%	64,980	39,206,275	110.11%
2008	41,349,349	43,457,010	105.10%	104,898	43,561,908	105.35%
2009	51,812,334	41,165,168	79.45%	119,943	41,285,111	79.68%
2010	45,299,393	35,492,693	78.35%	80,963	35,573,656	78.53%

The City began participating in the "Teeter Plan" in FY 1993-94 which resulted in a lower amount of subsequent delinquent tax collections.

Source: County of Riverside Auditor-Controller
City of Moreno Valley Finance Department

MV00198551

City of Moreno Valley
Direct and Overlapping Debt

Fiscal Year 2009/10 Assessed Valuation	$11,017,102,894
Redevelopment Incremental Valuation	2,131,967,573
Adjusted Assessed Valuation	$ 8,885,135,321

OVERLAPPING TAX AND ASSESSMENT DEBT	Total Debt 6/30/2010	% Applicable(1)	City's Share of Debt 6/30/10
Metropolitan Water District	$ 264,220,000	0.491%	$ 1,297,320
Eastern Municpal Water District I.D. No U-22	4,967,000	100.	4,967,000
Riverside Community College District	134,696,109	15.082	20,314,867
Moreno Valley Unified School District	46,088,521	92.332	42,554,453
San Jacinto Unified School District	44,450,764	0.563	250,258
Val Verde Unified School District	43,206,948	42.214	18,239,381
Moreno Valley Unified School District Community Facilities District No. 88-1	11,045,000	100.	11,045,000
Moreno Valley Unified School District Community Facilities District No. 2002-1	8,120,000	100.	8,120,000
Moreno Valley Unified School District Community Facilities District No. 2003-1&2	10,885,000	100.	10,885,000
Moreno Valley Unified School District Community Facilities District No. 2004-1	3,110,000	100.	3,110,000
Moreno Valley Unified School District Community Facilities District No. 2004-2	5,505,000	100.	5,505,000
Moreno Valley Unified School District Community Facilities District No. 2004-3	3,965,000	100.	3,965,000
Moreno Valley Unified School District Community Facilities District No. 2004-5	4,965,000	100.	4,965,000
Moreno Valley Unified School District Community Facilities District No. 2004-6	27,630,000	100.	27,630,000
Moreno Valley Unified School District Community Facilities District No. 2005 2&3	15,375,000	100.	15,375,000
Val Verde Unified School District Community Facilities Disctrict No. 98-1	27,155,000	100.	27,155,000
Val Verde Unified School District Community Facilities Disctrict No. 2003-1	2,720,000	100.	2,720,000
Eastern Municpal Water District Community Facilities District	12,510,000	100.	12,510,000
City of Moreno Valley Community Facilities District No. 3	2,370,000	100.	2,370,000
City of Moreno Valley Community Facilities District No. 5	5,855,000	100.	5,855,000
City of Moreno Valley Community Facilities District No. 87-1	9,490,000	100.	9,490,000
City of Moreno Valley Community Facilities District No. 87-1 and I.A. No. 1	3,665,000	100.	3,665,000
TOTAL GROSS OVERLAPPING TAX AND ASSESSMENT DEBT			$ 241,988,279
Less: Moreno Valley Community Facilities District No. 3 & 87-1 (100% self-supporting from tax increment revenues)			11,860,000
TOTAL NET OVERLAPPING TAX AND ASSESSMENT DEBT			$ 230,128,279
DIRECT AND OVERLAPPING GENERAL FUND DEBT:			
Riverside County General Fund Obligations	$ 736,427,761	5.853%	$ 43,103,117
Riverside County Pension Obligations	375,100,000	5.853	21,954,603
Riverside County Board of Education Certificates of Participation	7,240,000	5.853	423,757
Mt. San Jacinto Community College District General Fund Obligations	12,470,000	0.019	2,369
Moreno Valley Unified School District Certificates of Participation	21,355,000	92.332	19,717,499
San Jacinto Unified School District Certificates of Participation	43,380,000	0.563	244,229
Val Verde Unified School District Certificates of Participation	85,995,000	42.214	36,301,929
City of Moreno Valley General Fund Obligations	79,365,000	100.	79,365,000 (1)
TOTAL GROSS DIRECT AND OVERLAPPING GENERAL FUND DEBT			$ 201,112,504
Less: Riverside County self-supporting obligations			885,119
TOTAL NET DIRECT AND OVERLAPPING GENERAL FUND DEBT			$ 200,227,385
GROSS COMBINED TOTAL DEBT			$ 443,100,783 (2)
NET COMBINED DEBT			$ 430,355,664

Notes:

(1) Percentage of each overlapping agencies assessed valuation located within the boundaries of the city.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and tax allocation bonds and non-bonded capital lease obligations

Ratios to FY 2009-10 Assessed Valuation:	
Total Gross Overlapping Tax and Assessment Debt	2.20%
Total Net Overlapping Tax and Assessment Debt	2.09%

Ratios to Adjusted Assessed Valuation:	
Combined Direct Debt ($79,365,000)	0.89%
Gross Combined Total Debt	4.99%
Net Combined Total Debt	4.84%

State School Building Aid Repayable as of 6/30/10	$ -
AB: ($425)	

Source: California Municipal Statistics

MV00198552

City of Moreno Valley
Legal Debt Margin
Last Five Fiscal Years
(dollars in thousands)

Legal Debt Margin Calculation for Fiscal Year 2010	
Assessed Value	$10,862,814
Debt Limit (15% of assessed value)	1,629,422
Debt applicable to limit:	
	-
	-
Total net debt applicable to limit	$ -

	Fiscal Year (1)				
	2006	2007	2008	2009	2010
Assessed Valuation (in thousands)	$ 9,075,495	$11,220,188	$13,374,229	$13,375,965	$10,862,814
Conversion percentage	25%	25%	25%	25%	25%
Adjusted assessed valuation (in thousands)	$ 2,268,874	$ 2,805,047	$ 3,343,557	$ 3,343,991	$ 2,715,704
Debt limit percentage	15%	15%	15%	15%	15%
Debt Limit (in thousands)	$ 340,331	$ 420,757	$ 501,534	$ 501,599	$ 407,356
Total net debt applicable to limit	$ -	$ -	$ -	$ -	$ -
Legal debt margin (in thousands)	$ 340,331	$ 420,757	$ 501,534	$ 501,599	$ 407,356
Total net debt applicable to the limit as a percentage of the debt limit	$ -	$ -	$ -	$ -	$ -

1) GASB 44 allowed for the implementation of historical reporting on a prospective basis. The City has elected to report historical data in this manner.

Source: City of Moreno Valley Finance Department
County of Riverside Auditor-Controller

MV00198553

City of Moreno Valley
Ratios of Outstanding Debt by Type
Last Five Fiscal Years

	Governmental Activities					Business-type Activities			
Fiscal Year Ended June 30 (2)	Special Tax Bonds	Certificates of Participation	Lease Revenue Bonds	Notes and Other	Governmental Activities	Lease Revenue Bonds	Total Primary Government	Percentage of Personal Income 1	Debt per Capita 1
2006	23,345,000	7,115,000	47,988,000	4,866,378	83,314,378	4,647,000	87,961,378	2.77%	504
2007	21,415,000	6,590,000	47,393,000	4,696,689	80,094,689	30,367,000	110,461,689	3.38%	612
2008	18,925,000	6,040,000	42,157,472	36,300,136	103,422,608	29,767,528	133,190,136	3.89%	724
2009	17,265,000	5,470,001	41,297,426	28,615,688	92,648,115	29,672,574	122,320,689	3.30%	657
2010	15,525,000	4,875,000	40,378,402	6,667,850	67,446,252	29,201,598	96,647,850	2.67%	513

Notes:
1) These ratios are calculated using personal income and population for the prior year.

2) GASB 44 allowed for the implementation of historical reporting on a prospective basis. The City has elected to report historical data in this manner.

Source: City of Moreno Valley Finance Department
City of Moreno Valley Economic Development Department
Riverside County Economic Development Agency

MV00198554

City of Moreno Valley
Ratio of Bonded Debt
Last Five Fiscal Years

Fiscal Year Ended June 30, (2)	Special Tax Bonds	Certificates of Participation	Lease Revenue Bonds	Total Governmental Activities	Percent of Assessed Value (1)	Per Capita
2006	23,345,000	7,115,000	47,988,000	78,448,000	0.86%	449
2007	21,415,000	6,590,000	47,393,000	75,398,000	0.67%	418
2008	18,925,000	6,040,000	42,157,472	67,122,472	0.50%	365
2009	17,265,000	5,470,001	41,297,426	64,032,427	0.48%	344
2010	15,525,000	4,875,000	40,378,402	60,778,402	0.56%	322

General bonded debt is debt payable with governmental fund resources and general obligation bonds recorded in enterprise funds (of which the City has none).

1) Assessed value has been used because the actual value of taxable property is not readily available in the State of California

2) GASB 44 allowed for the implementation of historical reporting on a prospective basis. The City has elected to report historical data in this manner.

Data Source: City of Moreno Valley Finance Department

MV00198555

City of Moreno Valley
Pledged Revenue Coverage
Last Ten Years

Fiscal Year Ended June 30,	Community Facilities District No. 3, AutoMall Refinancing					Community Facilities District No. 5 of the City of Moreno Valley (Stoneridge)				Towngate Community Facilities District No. 87-1, 2007 Special Tax Refunding Bonds				Towngate Community Facilities District No. 87-1, Improvement No. 1 Special Tax Refunding Bonds			
	Special Tax Levy	Property Tax	Debt Service Principal	Debt Service Interest	Coverage	Special Tax Levy	Debt Service Principal	Debt Service Interest	Coverage	Property Tax Increment	Debt Service Principal	Debt Service Interest	Coverage	Special Tax Levy	Debt Service Principal	Debt Service Interest	Coverage
2000	$ -	$ -	$ -	$ -		$ -	$ -	$ -		$ -	$ -	$ -		$ -	$ -	$ -	
2001	751,542	129,858	200,000	561,400	1.16	-	-	-		-	-	-		-	-	-	
2002	1,029,290	135,550	465,000	550,900	1.15	-	-	-		-	-	-		-	-	-	
2003	1,074,499	114,766	515,000	525,325	1.14	-	-	-		-	-	-		-	-	-	
2004	1,067,950	145,265	575,000	489,275	1.14	-	-	-		-	-	-		-	-	-	
2005	1,121,094	116,871	640,000	449,025	1.14	-	-	-		-	-	-		-	-	-	
2006	1,189,465	73,700	710,000	404,225	1.13	-	-	-		-	-	-		-	-	-	
2007	1,179,479	108,986	785,000	354,525	1.13	-	-	-		-	-	-		-	-	-	
2008	1,088,427	190,425	865,000	299,575	1.10	198,306	-	217,261	0.91	-	-	-		-	-	-	
2009	1,212,713	103,026	865,000	269,300	1.16	-	-	288,613	0.00	2,072,568	575,000	435,881	2.05	281,153	220,000	175,859	0.71

Fiscal Year Ended June 30,	Community Redevelopment Agency 2007 Tax Allocation Bonds			
	Property Tax Increment	Debt Service Principal	Debt Service Interest	Coverage
2008	$23,890,555	$ -	$ 359,683	66.42
2009	$23,775,956	$ 770,000	$2,073,084	8.36

1) The interest payment related to the CFD 5 - Stoneridge was paid from the capitalized interest account but in future years this will be paid from the special tax

Data Source: City of Moreno Valley Finance Department
City of Moreno Valley Community Redevelopment Agency
City of MorenoValley Special Districts

MV00198556

City of Moreno Valley
Demographic and Economic Statistics
Last five years

Calendar Year	Population (1)	Personal Income (in thousands) (2)	Per Capita Personal Income (2)	Unemployment Rate (3), (A)
2006	174,565	3,176,449	18,196	5.9%
2007	180,466	3,264,593	17,257	7.0%
2008	183,860	3,423,011	17,997	9.9%
2009	186,301	3,702,458	18,898	15.7%
2010	188,537	3,836,808	19,230	17.6%

Source: 1- California Department of Finance
2-City of Moreno Valley Economic Development Department
3-California Employment Development Department

A- This data is for the Moreno Valley area.

MV00198557

City of Moreno Valley
Principal Employers
Current Year and Two Years Ago

			2010		2008	
Employer	Sector	Business Type	Number of Employees	Percent of Total Employment	Number of Employees	Percent of Total Employment
March Air Reserve Base	Military/Public Sector	Military Reserve Base	9,300	37.31%	9,000	25.54%
Moreno Valley Unified School District	Public Sector	Public Schools	3,465	13.90%	3,752	10.65%
Riverside County Regional Medical Center	Medical Facilities	County Hospital	2,284	9.16%	2,215	6.29%
Moreno Valley Mall/General Growth	Retail	Retail Mall	1,850	7.42%	1,669	4.74%
Ross Stores	Distribution	Retail Distribution	1,200	4.81%	0	0.00%
City of Moreno Valley/Police/Fire Depts	Public Sector	Municipal Government	1,128	4.52%	746	2.12%
Riverside Community College/Moreno Valley Campus	Public Sector	Higher Education	1,038	4.16%	1,038	2.95%
Val Verde Unified School District (MV only)	Public Sector	Public Schools	959	3.85%	734	2.08%
Kaiser Permanente Communtiy Hospital/Office	Medical Facility	Hospital/Medical Services	651	2.61%	430	1.22%
Walgreens Co.	Distribution	Retail Distribution	650	2.61%	650	1.84%

"Total Employment" as used above represents the total employment of all employers located within City limits.

Source: City of Moreno Valley Economic Development Department

MV00198558

City of Moreno Valley
Full-time and Part-time City Employees by Function
Past Five Years

Function	Fiscal Year (2) 2006	2007	2008	2009	2010
General Government	143	153	150	142	150
Public Works	126	134	141	151	141
Community Development	71	74	74	72	68
Parks and Community Services	123	184 (3)	240	238	453
Animal Services	24	26	27	29	27
Redevelopment Agency	17	17	18	16	14
Public Safety (1)	329	356	383	393	415
Total	833	944	1,033	1,041	1,268

This data represents a count of people employed by the City not the number of approved full time equivalents.

(1) The City contracts with the County of Riverside for Police and Fire services

(2) GASB 44 allowed for the implementation of historical reporting on a prospective basis. The City has elected to report historical data in this manner.

(3) In 2007 the Parks and Community Services Department received a grant from the State of California related to the After School Education and Safety Grant. This grant resulted in an increase in staffing to achieve the grant growth objectives.

Source: City of Moreno Valley Finance Department

MV00198559

City of Moreno Valley
Capital Asset Statistics
Last Five Fiscal Years

	2006	2007	2008	2009	2010
Lane miles of streets	1,081	1,127	1,076	1,076	1,076
Number of street lights	10,041	10,710	11,027	11,037	11,046
Number of traffic signals	138	148	162	167	170
Fire protection:					
Number of stations	6	6	6	6	6
Police protection:					
Number of policing stations	3	3	5	5	5
Recreation and culture:					
Parks	32	36	38	39	37
Maintained acreage of parks	377	519.94	529.55	531.48	531.48
Parks under construction	1	6	7	6	6
Acreage of parks under construction	1.3	19.97	27.07	25.14	25.14
Multi-use athletic fields	21	21	21	21	21
Conference/Recreation centers	1	1	1	1	1
Square footage of recreation centers	42,413	42,413	42,413	42,413	42,413
Senior Centers	1	1	1	1	1
Square footage of senior centers	14,700	14,700	14,700	14,700	14,700
Equestrian centers	1	1	1	1	1
Maintained acreage of equestrian centers	45	45	45	45	45
Multi-use equestrian trails maintained	8 Miles	10 Miles	10 Miles	10 Miles	10 Miles
Community centers	4	4	4	4	4
Square footage of community centers	38,758	38,758	38,758	38,758	38,758
Sports courts	44	44	44	44	44
Skate parks/Roller hockey rinks	1	1	1	1	1
Square footage of skate parks	850	850	850	850	850
Nine-hole golf courses	1	1	1	1	1
Play apparatus	23	23	23	24	26
Water play features	2	2	2	2	2
Utilities:					
Residential utility meters	3,327	4,229	4,702	4,802	4,904
Commercial utility meters	279	383	499	565	545

1) GASB 44 allowed for the implementation of historical reporting on a prospective basis. The City has elected to report historical data in this manner.

MV00198560

City of Moreno Valley
Operating Indicators by Function
Last Five Fiscal Years

	2006	2007	2008	2009	2010
Square mileage of area	50	51	52	52	52
Fire protection:					
Provided by the County of Riverside in cooperation with the State Department of Forestry and Fire:					
Sworn personnel	71	72	85	81	80
Volunteers	30	30	25	25	25
Non-sworn personnel	6	13	10	8	8
Responses to emergency calls	12,155	12,525	13,011	12,971	13,530
Inspections and Permits	5,257	4,834	4,269	3,522	2,369
Plan checks	1,442	1,445	1,482	664	424
Counter/Public inquires	5,172	8,264	7,932	7,249	2,734
Police protection:					
Provided through contract with the County of Riverside Sheriff's Department:					
Sworn officers	162	174	188	186	184
Classified personnel	47.5	49.5	56	55	54
City support personnel	3.5	3.5	4	3	3
Volunteers	30	25	39	56	62
Responses to Calls:					
Priority 1	579	891	429	572	519
Priority 1A	1,095	1,210	1,271	1,110	1,181
Priority 2	24,774	25,046	24,819	24,967	24,938
Priority 3	23,613	25,295	24,859	26,466	24,800
Priority 4	16,869	17,304	16,932	17,592	16,630
Priority 5	38	276	2	91	1
Priority 6	0	0	0	0	0
Priority 7	0	0	0	0	0
Priority 8	0	0	0	0	0
Priority 9	10	76	174	248	279
Cancelled	5,628	6,826	5,983	5,359	5,222
Disp/Arr Time Missing	7,836	9,841	9,437	8,540	7,638
Same Disp/Arr Time	39,857	49,490	50,516	60,510	54,645
T. R. U. Calls	22	54	32	43	32
Building and Safety:					
Building permits issued	4,608	3,363	2,413	2,058	1,645
Counter requests for service	14,289	12,276	11,249	8,922	6,611
Planning:					
Planning applications processed	1,440	1,261	1,100	894	682
Counter requests for service	10,191	8,639	6,550	4,669	3,875
Recreation and culture:					
Rounds of golf played	17,453	14,008	12,000	6,123	6,638
Facility rentals	2,148	1,302	971	893	1,026
Participants in recreation programs	48,027	64,006	57,139	46,075	46,561
Utilities:					
Average residential daily consumption (kilowatt hours)	14.4	19.2	18	19.8	18.5
Average commercial daily consumption (kilowatt hours)	219.1	396.0	171	254.8	284.4
New residential connections	1,620	1,033	473	123	93
New commercial connections	215	78	118	65	5
Employees:					
Members of City Council	5	5	5	5	5
Members of the Planning Commission	7	7	7	7	7
Full-time career status (FTE)	360	388	406	324	312
Part-time career status (FTE)	16	15	18	14	29

3) GASB 44 allowed for the implementation of historical reporting on a prospective basis. The City has elected to report historical data in this manner.

MV00198561

Community Redevelopment Agency

Community Redevelopment Agency of the City of Moreno Valley, California

Financial Statements

Year Ended June 30, 2010
(with Independent Auditors' Report Thereon)

MORENO VALLEY
WHERE DREAMS SOAR

CITY OF MORENO VALLEY

DECEMBER 3, 1984

Community Redevelopment Agency
of the City of Moreno Valley

Financial Statements

Year Ended June 30, 2010

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CITY OF MORENO VALLEY

DECEMBER 3, 1984

Mayer Hoffman McCann P.C.
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Board of Directors
Community Redevelopment Agency of the City of Moreno Valley
Moreno Valley, California

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of the governmental activities and each major fund of the Community Redevelopment Agency of the City of Moreno Valley ("Agency"), a component unit of the City of Moreno Valley, California, as of and for the year ended June 30, 2010, which collectively comprise the Agency's basic financial statements, as listed in the accompanying table of contents. These financial statements are the responsibility of the management of the Community Redevelopment Agency of the City of Moreno Valley. Our responsibility is to express opinions on these component unit financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the component unit financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the component unit financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall component unit financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of governmental activities and each major fund of the Community Redevelopment Agency of the City of Moreno Valley at June 30, 2010, and the respective changes in financial position of the Agency for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

The Agency has not presented *Management's Discussion and Analysis* that the Governmental Accounting Standards Board has determined is necessary to supplement, although not required to be a part of, the basic financial statements.

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Community Redevelopment Agency of the City of Moreno Valley's basic financial statements. The supplementary schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. The supplementary schedules have been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, are fairly stated in all material respects in relation to the basic financial statements taken as a whole.

MV00198567

In accordance with *Government Auditing Standards*, we have also issued a report dated December 21, 2010 on our consideration of the Community Redevelopment Agency of the City of Moreno Valley's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Mayer Hoffman McCann P.C.

Irvine, California
December 21, 2010

MV00198568

Community Redevelopment Agency
of the City of Moreno Valley

Statement of Net Assets
June 30, 2010

	Governmental Activities
Assets:	
Pooled cash and investments (note 3)	$ 81,080,237
Receivables:	
Accounts	22,578
Notes and loans (note 4)	17,567,422
Interest	231,023
Due from the City of Moreno Valley	4,500
Due from other governments	73,572
Land held for redevelopment	3,916,126
Advances to the City of Moreno Valley	220,500
Capital assets not being depreciated (note 5)	9,561,919
Depreciable capital assets, net of accumulated depreciation (note 5)	11,082,108
Total Assets	**123,759,985**
Liabilities:	
Accounts payable	191,611
Accrued liabilities	77,214
Accrued interest payable on long-term debt	855,368
Due to the City of Moreno Valley	1,932,005
Due to other governments (note 9)	4,846,739
Long-term liabilities (note 6):	
Due within one year	428,513
Due in more than one year	102,053,126
Total Liabilities	**110,384,576**
Net Assets:	
Invested in capital assets, net of related debt	3,651,413
Restriced for low and moderate housing	29,461,460
Unrestricted (deficit)	(19,737,464)
Total Net Assets	**$ 13,375,409**

See Notes to Financial Statements

MV00198569

Community Redevelopment Agency
of the City of Moreno Valley

Statement of Activities
Year ended June 30, 2010

		Program Revenues			Net (Expenses) Revenues and Changes in Net Assets
	Expenses	Charges for Services	Operating Contributions and Grants	Capital Contributions and Grants	Total
Functions/Programs					
Governmental Activities:					
General government	$ 1,845,563	$ -	$ -	$ -	$ (1,845,563)
Community development	7,749,655	-	-	-	(7,749,655)
Interest on long-term debt	5,177,345	-	-	-	(5,177,345)
Total Governmental Activities	**$ 14,772,563**	**$ -**	**$ -**	**$ -**	**(14,772,563)**

General Revenues:	
Taxes:	
Tax increment (net of pass through payments)	4,377,602
Sales taxes	924,570
Use of money and property	3,110,838
Miscellaneous	9,136
Transfers to the City of Moreno Valley	(1,564,143)
Total General Revenues and Transfers	**6,858,003**
Change in Net Assets	(7,914,560)
Net Assets, Beginning of Year, as Restated	21,289,969
Net Assets, End of Year	**$ 13,375,409**

See Notes to Financial Statements

MV00198570

Community Redevelopment Agency
of the City of Moreno Valley
Governmental Funds
Balance Sheet
June 30, 2010

	Moreno Valley Redevelopment Project			
	Capital Projects Funds		Debt Service Funds	
	Projects and Administration	Low and Moderate Housing	Debt Service	Totals
Assets:				
Pooled cash and investments (note 3)	$ 40,492,646	$ 7,935,482	$ 32,652,109	$ 81,080,237
Receivables:				
Accounts	22,578	-	-	22,578
Notes and loans (note 4)	-	17,567,422	-	17,567,422
Interest	-	231,023	-	231,023
Due from other governments	-	-	73,572	73,572
Due from the City of Moreno Valley	4,500	-	-	4,500
Land held for redevelopment	3,718,466	197,660	-	3,916,126
Advances to other funds (note 7)	-	3,564,945	-	3,564,945
Advances to the City of Moreno Valley	-	-	220,500	220,500
Total Assets	**$ 44,238,190**	**$ 29,496,532**	**$ 32,946,181**	**$ 106,680,903**
Liabilities and Fund Balances:				
Liabilities:				
Accounts payable	$ 186,234	$ 5,377	$ -	$ 191,611
Accrued liabilities	47,519	29,695	-	77,214
Due to other governments (note 9)	-	-	4,846,739	4,846,739
Due to the City of Moreno Valley	1,927,292	-	4,713	1,932,005
Deferred revenue	-	231,023	12,000	243,023
Advances from other funds (note 7)	-	-	3,564,945	3,564,945
Total Liabilities	**$ 2,161,045**	**$ 266,095**	**$ 8,428,397**	**$ 10,855,537**
Fund Balances:				
Reserved:				
Reserved for encumbrances	$ 1,234,082	$ 4,004,250	$ -	$ 5,238,332
Reserved for debt service	-	-	22,500,000	22,500,000
Reserved for long-term receivables	-	17,567,422	-	17,567,422
Reserved for land held for redevelopment	3,718,466	197,660	-	3,916,126
Reserved for advances to other funds	-	3,564,945	-	3,564,945
Reserved for advances to the City of Moreno Valley	-	-	220,500	220,500
Unreserved:				
Unreserved, reported in nonmajor:				
Designated:				
Designated for continuing appropriations	33,691,617	3,896,160	-	37,587,777
Undesignated	3,432,980	-	1,797,284	5,230,264
Total Fund Balances	**$ 42,077,145**	**$ 29,230,437**	**$ 24,517,784**	**$ 95,825,366**
Total Liabilities & Fund Balances	**$ 44,238,190**	**$ 29,496,532**	**$ 32,946,181**	**$ 106,680,903**

See Notes to Financial Statements

MV00198571

Community Redevelopment Agency
of the City of Moreno Valley

Reconciliation of the Balance Sheet of Governmental Funds
to the Statement of Net Assets
June 30, 2010

Fund balances of governmental funds	$ 95,825,366
Amounts reported for governmental activities in the statement of net assets are different because:	
Capital assets, net of depreciation, used in governmental activities are not financial resources and, therefore, are not reported in the funds.	
Capital assets not being depreciated	9,561,919
Depreciable capital assets, net of accumulated depreciation	11,082,108
Revenues in the statement of activities that do not provided current financial resources are not reported as revenues in the statement of revenues, expenditures, and changes in fund balances. These revenues are reported as deferred revenue in the balance sheet of governmental funds.	243,023
Accrued interest payable for the current portion of interest due on long-term liabilities are not reported in the funds.	(855,368)
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds.	(102,481,639)
Net assets of governmental activities	$ 13,375,409

See Notes to Financial Statements

MV00198572

Community Redevelopment Agency
of the City of Moreno Valley
Governmental Funds
Statement of Revenues, Expenditures
and Changes in Fund Balances
Year ended June 30, 2010

	Moreno Valley Redevelopment Project			
	Capital Projects Funds		Debt Service Funds	
	Projects and Administration	Low and Moderate Housing	Debt Service	Totals
Revenues:				
Taxes and assessments:				
Tax increment	-	3,782,660	16,628,548	20,411,208
Sales taxes	-	-	924,570	924,570
Use of money and property	1,527,525	443,877	1,078,549	3,049,951
Miscellaneous	5,206	3,930	-	9,136
Total Revenues	**$ 1,532,731**	**$ 4,230,467**	**$ 18,631,667**	**$ 24,394,865**
Expenditures:				
Current:				
General government	$ 704,381	$ 897,418	$ 243,764	$ 1,845,563
Community development	2,528,084	3,250	-	2,531,334
Debt Service:				
Principal retirement	-	-	330,436	330,436
Interest and fiscal charges	-	-	3,606,824	3,606,824
Pass-through agreement payments	-	-	10,775,369	10,775,369
SERAF payment	-	-	5,258,237	5,258,237
Total Expenditures	**$ 3,232,465**	**$ 900,668**	**$ 20,214,630**	**$ 24,347,763**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**(1,699,734)**	**3,329,799**	**(1,582,963)**	**47,102**
Other Financing Sources (Uses)				
Transfers in (note 7)	$ 2,018,689	$ -	$ -	$ 2,018,689
Transfers out (note 7)	-	-	(2,018,689)	(2,018,689)
Transfers from the City of Moreno Valley	-	7,000	4,237	11,237
Transfers to the City of Moreno Valley	-	-	(1,575,380)	(1,575,380)
Total Other Financing Sources (Uses)	**2,018,689**	**7,000**	**(3,589,832)**	**(1,564,143)**
Net Change in Fund Balances	**318,955**	**3,336,799**	**(5,172,795)**	**(1,517,041)**
Fund Balances, Beginning of Year, as restated (note 8)	41,758,190	25,893,638	29,690,579	97,342,407
Fund Balances, End of Year	**$ 42,077,145**	**$ 29,230,437**	**$ 24,517,784**	**$ 95,825,366**

See Notes to Financial Statements

MV00198573

Community Redevelopment Agency
of the City of Moreno Valley

Reconciliation of the Statement of Revenues, Expenditures and
Changes in Fund Balances of Governmental Funds to the Statement of Activities
June 30, 2010

Net change in fund balances of governmental funds	$	(1,517,041)
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlay as expenditures. However, in the statement of activities the cost of these assets is allocated over their estimated useful lives and reported as depreciation expense.		
Depreciation expense		(581,285)
Redevelopment projects that develop capital assets for the City of Moreno Valley are not recognized as assets of the Agency (construction in progress), but are reported as community development expenditures.		(4,637,036)
Repayment of principal on long-term debt consumes current financial resources of governmental funds, but does not have any effect of net assets in the statement of activities.		330,436
Accrued interest payable on long-term debt reported in the statement of activities does not require the use of current financial resources and, therefore, is not reported as an expenditure in governmental funds.		(1,570,521)
Revenues in the statement of activities that do not provided current financial resources are not reported as revenues in the statement of revenues, expenditures, and changes in fund balances. These revenues are reported as deferred revenue in the balance sheet of governmental funds.		60,887
Net assets of governmental activities	$	(7,914,560)

See Notes to Financial Statements

MV00198574

Community Redevelopment Agency
of the City of Moreno Valley

Notes to Financial Statements
Year Ended June 30, 2010

Note 1: Organization and Summary of Significant Accounting Policies

a. Description of the Reporting Entity

The Community Redevelopment Agency of the City of Moreno Valley, California, is a component unit of a reporting entity that consists of the following primary and component units:

Reporting Entity:

Primary Government:

City of Moreno Valley

Component Units:

Community Redevelopment Agency of the City of Moreno Valley
Community Services District of the City of Moreno Valley
Community Facilities Districts No. 2 and No. 3
Towngate Community Facilities District No. 87-1
Moreno Valley Public Facilities Financing Corporation
Moreno Valley Public Financing Authority
Industrial Development Authority

The attached basic financial statements contain information relative only to the Community Redevelopment Agency of the City of Moreno Valley as one component unit, which is an integral part of the total reporting entity. They do not contain financial data relating to the other component units.

The Community Redevelopment Agency of the City of Moreno Valley (the Agency) was created by a City Council ordinance adopted on February 18, 1986. The Agency was established pursuant to the State of California Health and Safety Code, Section 33000, entitled Community Redevelopment Law. Its purpose is to prepare and carry out plans for the improvement, rehabilitation and redevelopment of blighted areas within the City of Moreno Valley (the City).

Governmental Accounting Standards define the reporting entity as the primary government and those component units for which the primary government is financially accountable. Financial accountability is defined as appointment of a voting majority of the component unit's board, and either: a) the primary government has the ability to impose its will, or b) the possibility that the component unit will provide a financial benefit to or impose a financial burden on the primary government. Since the City Council of the City of Moreno Valley also serves as the Governing Board of the Agency, the City, in effect, has the ability to influence and control operations. Therefore, the City has oversight responsibility for the Agency. Accordingly, in applying the criteria of Governmental Accounting Standards, the financial statements of the Agency are included in the City's Comprehensive Annual Financial Report. There are no other entities that are considered to be component units of the Agency. The Agency has the same fiscal year end as the City and its financial statements can be obtained from the City Clerk.

MV00198575

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

b. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net assets and the statement of changes in net assets) report information on all of the non-fiduciary activities of the primary government and its component units. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities are normally supported by taxes and intergovernmental revenues. The primary government is reported separately from certain legally separate component units for which the primary government is financially accountable.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Major individual governmental funds are reported as separate columns in the fund financial statements.

c. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period, while grant revenues have an availability period of 120 days. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, franchise taxes, licenses and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.

MV00198576

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

c. Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued)

The Agency reports the following major governmental funds:

The Projects & Administration Capital Projects Fund accounts for the financing, construction and administrative activities of the Agency.

The Low and Moderate Housing Capital Projects Fund accounts for 20% of tax increment set aside for low and moderate housing activities.

The Debt Service Fund accounts for the accumulation of resources for the payment of interest and principal on long-term debt of the Agency.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, and then unrestricted resources as they are needed.

d. Assets, Liabilities and Net Assets or Equity

1. Investments

Investments for the Agency are reported at fair value. The State Treasurer's Investment Pool operates in accordance with appropriate state laws and regulations. The reported value of the pool is the same as the fair value of the pool shares.

2. Receivables and Payables

Activity between funds that is representative of lending/borrowing arrangements outstanding at the end of the fiscal year is referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds".

Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

All trade and property tax receivables are shown net of an allowance for uncollectibles.

Property tax revenue attach as an enforceable lien on property as of January 1. All secured personal property taxes and one-half of the taxes on real property are due November 1; the second installment is due February 1. All taxes are delinquent, if unpaid, on December 10 and April 10, respectively. Unsecured personal property taxes become due on the first of March each year and are delinquent on August 31. The County of Riverside bills and collects the property taxes, and remits them to the Agency in installments during the year. Property taxes received within 60 days after the Agency's fiscal year end are considered "measureable" and "available" and are accrued in the Agency's financial statements.

3. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

MV00198577

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

d. Assets, Liabilities and Net Assets or Equity (Continued)

4. Capital Assets

Capital assets, which include property, plant, equipment and infrastructure assets (e.g., roads, bridges, sidewalks and similar items), are reported in the governmental activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial individual cost of more than $5,000 (amount not rounded) and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Buildings and Improvements	5 – 50
Furniture and Equipment	3 – 15
Vehicles	3 – 10
Infrastructure	25 – 50

In accordance with GASB Statement No. 34, the Agency is required to report general infrastructure assets.

Buildings are depreciated using the straight-line method over the estimated useful life of 50 years.

5. Deferred Revenue

The government reports unearned revenue on its combined balance sheet. Deferred revenue arises when potential revenue does not meet both the "measurable" and "available" criteria for recognition in the current period. In subsequent periods, when both revenue recognition criteria are met, the liability for deferred revenue is removed from the balance sheet and revenue is recognized.

6. Long-Term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the governmental activities statement of net assets.

7. Salary Expenditures

The Agency does not employ any personnel and relies on the City of Moreno Valley (City) for administrative services. The financial statements include expenditures for salary and other benefits, which were allocated to the Agency by the City.

MV00198578

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

d. Assets, Liabilities and Net Assets or Equity (Continued)

8. Land Held for Redevelopment

Land purchased for the purposes of resale (or contribution to a redevelopment project) is recorded at the Agency's cost to purchase the property or, upon entering into a contract for sale, the estimated net realizable value, if lower.

9. Fund Equity

In the fund financial statements, governmental funds report reservations of fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Designations of fund balance represent tentative management plans that are subject to change.

Note 2: Stewardship, Compliance and Accountability

a. Budgetary Data

General Budget Policies

Budgets are legally adopted and formal budgetary integration is employed as a management control device during the year for all Governmental Fund types. From the effective date of the budget, the amounts stated therein as proposed expenditures become appropriations to the various Agency departments.

Reported budget amounts represent the original legally adopted budget as amended. The City Council, acting as the Agency Board, may approve amendments to the budget during a regular meeting, providing that sufficient monies are available and that expenditures of proceeds of taxes will not be increased beyond the constitutional appropriations limit as imposed by Article XIIIB of the State Constitution.

Individual fund budgets are, in all cases where appropriations are required, the same as the appropriation amounts. In the case of the Governmental Fund types, unexpended budgeted amounts, except for amounts relating to capital projects, lapse at the end of the budget year. Spending control for most funds is established by the amount of expenditures budgeted for each department within the fund, but management control is exercised at budgetary line item levels within the departments. Management can transfer budgeted amounts between operating programs, departments, or funds, provided that such transfers do not increase the overall budget. Appropriations that increase the budget require City Council, acting as the Agency Board, approval.

Encumbrances

Encumbrance accounting, under which purchase orders, contracts and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation, is employed as an extension of formal budgetary integration in the governmental funds. Unexpended and unencumbered appropriations of the governmental funds automatically lapse at the end of the fiscal year. Encumbrances at year-end are a portion of the reserved fund balance and are reappropriated the following year.

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Note 2: Stewardship, Compliance and Accountability (Continued)

b. Budgetary Data (Continued)

Budget Basis Accounting

Budgets for governmental funds are adopted on a basis consistent with generally accepted accounting principles (GAAP).

Note 3: Cash and Investments

Cash and investments reported in the accompanying financial statements consisted of the following:

Cash and investments pooled with the City	$81,080,237

The Agency's funds are pooled with the City of Moreno Valley's cash and investments in order to generate optimum interest income. The information required by GASB Statement No. 40 related to authorized investments, credit risk, etc. is available in the annual report of the City.

Note 4: Notes and Loans Receivable

Notes and Loans receivable of $17,567,422 consisted primarily of loans and advances to developers for various projects. A summary of amounts owed to the Agency at June 30, 2010 follows:

Cottonwood Properties	$ 3,847,806
Rancho Dorado	2,800,000
Sheila Street Rehabilitation	2,651,875
Oakwood	2,250,000
RHDC Properties	1,892,166
CVHC	1,639,450
Crippled Children	824,917
Bay Family Apartments	755,000
Perris Isle	413,000
Others	493,208
Total	$ 17,567,422

Note 5: Capital Assets

A summary of changes in capital assets follows:

	Balances 6/30/2009	Additions	Deletions	Balances 6/30/2010
Non-Depreciable Assets:				
Land	$ 4,445,989	$ 5,115,930	$ -	$ 9,561,919
Construction in Progress	9,752,966	-	(9,752,966) *	-
Total Non-Depreciable Assets	14,198,955	5,115,930	(9,752,966)	9,561,919
Depreciable Assets:				
Buildings and Improvements	12,191,837	-	-	12,191,837
Furniture and Equipment	352,837	-	-	352,837
Infrastructure	1,152,231	-	-	1,152,231
Total Depreciable Assets	13,696,905	-	-	13,696,905

MV00198580

Note 5: Capital Assets (Continued)

Accumulated Depreciation:				
Buildings and Improvements	(1,705,870)	(487,673)	-	(2,193,543)
Furniture and Equipment	(246,985)	(70,567)	-	(317,552)
Infrastructure	(80,657)	(23,045)	-	(103,702)
Total Accumulated Depreciation	(2,033,512)	(581,285)	-	(2,614,797)
Depreciable Assets, Net of Depreciation	11,663,393	(581,285)	-	11,082,108
Total Capital Assets, Net of Depreciation	$ 25,862,348	$ 4,534,645	$ (9,752,966)	$ 20,644,027

*Redevelopment projects in progress that develop capital assets for the City of Moreno Valley have been removed and expended as community development expenditures.

Depreciation expense was charged to functions/programs of the Agency as follows:

Governmental Activities:	
Community development	$ 581,285

Note 6: Long-Term Liabilities

a. A description of the Agency's long-term liabilities outstanding is as follows:

Note Payable, Price Company

The Agency had recorded a long-term payable in the original amount of $2,433,744 under a development and disposition agreement and promissory note with Price Company for the reimbursement of costs of construction of a 130,000 square-foot-retail store. The note bears interest at 8% per annum and is payable solely from 50% of site-generated sales tax. Any remainder payable after September 2015 will be forgiven. The amount outstanding as of June 30, 2010 was $2,023,648.

Long-Term Liabilities to the City of Moreno Valley:

The Towngate Regional Mall notes (Sears Note), totaling $13,000,000, originated from a participation agreement (as amended) whereby the Agency acquired certain parcels within the mall for subsequent transfer to major tenants. The notes bear interest of 7.25% and are payable solely from available site-generated property tax increment and up to 50% of site-generated sales tax. Furthermore, the Agency had covenanted to use reasonable best efforts to refinance these notes with Tax Allocation Bonds, provided such financing is determined to be fiscally feasible. At June 30, 2010, accrued interest amounted to $4,489,369. During 2003-2004, the City purchased the rights to the notes from the holder. These amounts are now payable to the City and were previously reported in the Project Fund and are now reported as a long-term liability in the government-wide financial statements.

In 2005, the Agency purchased improved property from the City – the Conference and Recreation Center. The purchase price was $14,203,946. The loan note was $11,503,946 after the initial payment of $2,700,000. A subsequent principal payment of $29,124 was made in 2004-2005. The term is 20 years with 12% simple interest. The Agency will make partial interest only annual payments with a balloon payment due at the end of the term. At June 30, 2010, the outstanding principal and accrued interest balances are $11,474,822 and $5,517,792, respectively.

MV00198581

Note 6: Long-Term Liabilities (Continued)

The Agency owes the City a total of $652,248 in future sales tax revenue for funds borrowed to finance redevelopment activities. $518,520 represents monies borrowed during 2006-2007 by the Agency. $133,728 represents monies borrowed during 2007-2008 by the Agency. The interest rate on the borrowings is 12% and repayment of the long-term payable is made when funds become available. At June 30, 2010, the outstanding accrued interest on these borrowings is $218,760.

In November 2007, the Agency issued 2007 Series B, Subordinate Taxable Tax Allocation Bonds in the original issue amount of $22,500,000. These bonds were purchased by the City of Moreno Valley. The proceeds of the bonds will remain unspent pending the outcome of litigation between the Agency and the County of Riverside concerning the interpretation of a pass-through agreement between the Agency and the County. The Agency will pay monthly interest only debt service payments to the City of Moreno Valley. The interest rate is variable and is expected to approximate a rate of return the Agency achieves from investing the bond proceeds. During the year, the amount of interest earned and paid to the City was $457,378. If the Agency is successful in its litigation, it would begin receiving additional tax increment revenue to pay all or part of the debt service on the bonds. At that point, the bonds will be remarketed within five years and the proceeds used for the purpose of financing various redevelopment improvement projects. The bonds may be redeemed in total or in part at any time. At June 30, 2010, the outstanding principal balance is $22,500,000.

A summary of amounts owed to the City at June 30, 2010 follows:

Borrowing Purpose	Principal	Interest
Towngate Regional Mall (Sears)	$13,000,000	$4,489,369
Conference and Recreation Center	11,474,822	5,517,792
2007 TABs Series B	22,500,000	-
Redevelopment	652,248	218,760
Total	$47,627,070	$10,225,921

2007 Tax Allocation Bonds, Series A

In November 2007, the Agency issued 2007 Tax Allocation Bonds, Series A, in the original issue amount of $43,495,000 for the purpose of financing various redevelopment activities and other undertakings permitted under the Redevelopment Law, to fund a reserve for the bonds and to pay issuance costs. The bonds mature in serial and term fashion through August 1, 2038 and bear interest ranging from 3.5% to 5.0%. The bonds are subject to both optional and mandatory redemption prior to maturity beginning on August 1, 2017. The bonds are payable solely from Tax Increment Revenues and other funds and amounts pledged therefore pursuant to the Indenture. This issue is fully insured in the event of nonpayment by the Agency.

MV00198582

Note 6: Long-Term Liabilities (Continued)

2007 Series A
Tax Allocation Bonds

Year Ending June 30	Principal	Interest
2011	$ 130,000	$ 2,050,284
2012	210,000	2,043,484
2013	220,000	2,034,884
2014	230,000	2,025,884
2015	230,000	2,017,259
2016-2020	1,255,000	9,948,956
2021-2025	4,930,000	9,456,244
2026-2030	9,595,000	7,659,804
2031-2035	12,850,000	4,923,750
2036-2039	12,955,000	1,335,124
	$ 42,605,000	$ 43,495,673

Annual maturities for certain balances of long-term debt have not been presented, as fixed maturities have not been established.

The following is a schedule of changes in long-term debt of the Agency for the fiscal year ended June 30, 2010:

	Balances * 6/30/2009	Additions	Deletions	Balances 6/30/2010	Due within One Year
Price Company Note	$ 2,234,084	$ -	$ (210,436)	$ 2,023,648	$ -
City Loans - Principal	47,627,070	-	-	47,627,070	-
City Loans - Unpaid Interest	8,653,400	2,855,126	(1,282,605)	10,225,921	298,513
2007 Tax Allocation Bonds Series A	42,725,000	-	(120,000)	42,605,000	130,000
Total Long-Term Liabilities	$ 101,239,554	$ 2,855,126	$ (1,613,041)	$ 102,481,639	$ 428,513

Note 7: Interfund Receivables, Payables and Transfers

a. Advances to / from other funds

Funds	Advances Receivable	Advances Payable
Capital Projects Funds:		
Low and Moderate Housing	$ 3,564,945	$ -
Debt Service Funds:		
Tax Increment Fund	-	3,564,945
Totals	$ 3,564,945	$ 3,564,945

MV00198583

Note 7: Interfund Receivables, Payables and Transfers (Continued)

a. Advances to / from other funds (Continued)

In June 2007, the Low and Moderate Income Housing Capital Projects Fund advanced to the Tax Increment Debt Service Fund $4,157,976 to finance the purchase of certain properties. Repayments will be made annually in an amount equal to 5% of the principal balance. Interest payments will be made annually based on the Agency's approximate average investment returns on monies. During the year, a principal payment of $187,628 was made. The outstanding balance as of June 30, 2010 was $3,564,945.

b. Transfers to / from other funds

Funds	Transfers In	Transfers Out	Net Transfers In (Out)
Capital Projects Fund:			
Administration	$ 704,381	$ -	$ 704,381
Capital Projects	1,314,308	-	1,314,308
Total Projects and Administration	2,018,689	-	2,018,689
Debt Service Fund:			
Tax Increment	-	(4,653,848)	(4,653,848)
2007 TABSs Series A	2,177,781	-	2,177,781
2007 TABSs Series B	457,378	-	457,378
Total Debt Service	2,635,159	(4,653,848)	(2,018,689)
Total Transfers In (Out)	$ 4,653,848	$ (4,653,848)	$ -

The Tax Increment Debt Service Fund transferred $704,381 and $1,314,308 to the Administration Capital Projects Fund and the Projects Capital Projects Fund, respectively, to cover operating expenditures for the year.

The Tax Increment Debt Service Fund transferred $2,177,781 and $457,378 to the 2007 TABs Series A Debt Service Fund and the 2007 TABs Series B Debt Service Fund, respectively, to cover debt service expenditures for the year.

Note 8: Prior Period Adjustments

During the year, the Agency split their Capital Projects fund into two funds: the Projects and Administration Capital Projects Fund and the Debt Service Fund. This was done to better identify debt service activity for the Agency. As such the beginning fund balance of the funds changed as follows:

Fund Financial Statements:

	Capital Projects Fund Projects and Administration Fund	Debt Service Fund
Fund balance at beginning of year, as previously reported	$ 71,448,769	$ 0
Fund balance split for debt service	(29,690,579)	29,690,579
Fund balance at beginning of year, as restated	$ 41,758,190	$ 29,690,579

MV00198584

Note 9: Commitments and Contingencies

Riverside County Agreement

During December 1987, the City of Moreno Valley and the Agency entered into an agreement with the County of Riverside to reimburse the County for the portion of tax increment the County would have been allocated and paid had there not been a redevelopment project adopted in the City. The Agency receives these amounts up to $7 million annually. The County will receive all annual tax increment in excess of $7 million until the total increment reaches $12 million and half of annual tax increment in excess of $12 million. When total tax increment paid to the County under this agreement from increments between $7 million and $12 million reaches $75 million, tax increment in excess of $7 million annually will be split equally between the Agency and County.

During April 1988, the City of Moreno Valley and the Agency entered into an agreement with the Riverside County Flood Control and Water Conservation District (District) which specifies that the Agency shall receive 100% of the District share of the tax increment until such time the total tax increment exceeds $12 million at which time the District shall receive at least 50% of its share.

The Agency must annually demonstrate, on a project-by-project basis, that the cumulative project costs paid by the Agency for the project improvements exceed the cumulative total of District share received by the Agency. To the extent that the cumulative project costs paid by the Agency exceed the cumulative total of District share received by the Agency, the Agency will receive the balance needed from the remaining 50% of the District share.

Beginning in 2004-2005 the Agency's tax increment exceeded $12 million. The County deducts its proportionate share from the Agency's remittances. The amount retained by the County is included shown as a reduction in tax revenue, "pass through agreement payments" in the financial statements. An additional amount of $4,846,739 for pass through agreements that have not yet been remitted is included in Due to Other Governments.

Community Facilities District No. 3 Agreement

In conjunction with the issuance of the Moreno Valley Auto Mall Special Tax Bonds Series 2000 (Auto Mall Refinancing), the Agency and the City are parties to an owner participation agreement which provides that the Agency will transmit to the District the available property tax increment it receives on parcels within the District as a credit against the special parcel taxes that otherwise would be payable by the owners. Furthermore, the City has agreed to loan the Agency available sales tax generated within the District for payment directly to the parcel owners should the increment be insufficient to offset the special parcel taxes. In addition, the Agency has agreed to pay to the parcel owners, subject to certain restrictions, certain available surplus sales tax from within the District. The obligations to remit sales tax terminate by December 1, 2010.

This agreement replaces a previous arrangement involving these parcels when they were included in Community Facilities District No. 2.

The amounts remitted during the year under the replacement and previous agreement to parcel owners totaled $ 692,744.

Community Facilities District No. 87-1 Agreement

In connection with the issuance of the Community Facilities District No. 87-1 (CFD) Towngate 2007 Special Tax Refunding Bonds, the Agency entered into an owner participation agreement whereby the Agency has committed tax increment for the payment of debt service requirements for these Bonds.

MV00198585

Note 9: Commitments and Contingencies (Continued)

Self-Insurance

The Agency is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets, errors and omissions, and injuries to employees. The City of Moreno Valley established two self-insurance funds (internal service funds) to account for and finance its uninsured risks of loss. Under this program, the self-insurance funds provide coverage for up to a maximum of $300,000 for each workers' compensation claim and $250,000 for each general liability claim. The City purchases commercial insurance for claims in excess of coverage provided by the funds and for all other risks of loss. Settled claims have not exceeded this commercial coverage in any of the past three years. All funds of the Agency participate in the program and make payments to the self-insurance funds based on actuarial estimates of the amounts needed to pay prior and current year claims.

SERAF Shift

In July of 2009, the California Legislature enacted ABX4-26 provides for a Supplemental Educational Revenue Augmentation Funds (SERAF). Redevelopment agencies are collectively mandated to place $1.7 billion in the SERAF in fiscal year 2009-2010, and $350 million in 2010-2011. The Agency's share of the SERAF for fiscal year 2009-2010 is $5,258,237. The California Redevelopment Association is continuing to be actively engaged in litigation to invalidate ABX4-26.

Note 10: Subsequent Events

Subsequent events are those events and transactions that occur after the end of the fiscal period but prior to issuance of the financial statements that are important for readers of the financial statements to be aware of. The Agency does not have any subsequent events to report.

MV00198586

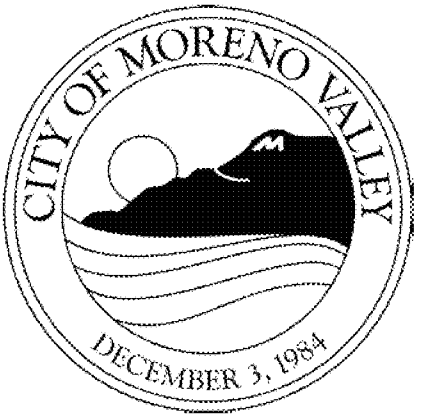

MV00198587

Community Redevelopment Agency
of the City of Moreno Valley
Governmental Funds
Combining Balance Sheet
June 30, 2010

	Moreno Valley Redevelopment Project			
	Capital Projects Funds			
	Administration Fund	Capital Projects Fund	2007 TABS, Series A Capital Projects	Low and Moderate Housing
Assets:				
Pooled cash and investments	$ 66,537	$ 48,604	$ 40,377,505	$ 7,935,482
Receivables:				
Accounts	17	22,561	-	-
Notes and loans	-	-	-	17,567,422
Interest	-	-	-	231,023
Due from other governments	-	-	-	-
Due from the City of Moreno Valley	-	4,500	-	-
Land held for redevelopment	-	3,718,466	-	197,660
Advances to other funds	-	-	-	3,564,945
Advances to the City of Moreno Valley	-	-	-	-
Total Assets	**$ 66,554**	**$ 3,794,131**	**$ 40,377,505**	**$ 29,496,532**
Liabilities and Fund Balances:				
Liabilities:				
Accounts payable	$ 1,781	$ 75,664	$ 108,789	$ 5,377
Accrued liabilities	19,990	13,342	14,187	29,695
Due to other governments	-	-	-	-
Due to the City of Moreno Valley	-	-	1,927,292	-
Deferred revenue	-	-	-	231,023
Advances from other funds	-	-	-	-
Total Liabilities	**$ 21,771**	**$ 89,006**	**$ 2,050,268**	**$ 266,095**
Fund Balances:				
Reserved:				
Reserved for encumbrances	$ -	$ 29,228	$ 1,204,854	$ 4,004,250
Reserved for debt service	-	-	-	-
Reserved for long-term receivables	-	-	-	17,567,422
Reserved for land held for redevelopment	-	3,718,466	-	197,660
Reserved for advances to other funds	-	-	-	3,564,945
Reserved for advances to the City of Moreno Valley	-	-	-	-
Unreserved:				
Unreserved, reported in nonmajor:				
Designated:				
Designated for continuing appropriations	-	-	33,691,617	3,896,160
Undesignated	44,783	(42,569)	3,430,766	-
Total Fund Balances	**$ 44,783**	**$ 3,705,125**	**$ 38,327,237**	**$ 29,230,437**
Total Liabilities & Fund Balances	**$ 66,554**	**$ 3,794,131**	**$ 40,377,505**	**$ 29,496,532**

MV00198588

Tax Increment Fund	Debt Service Funds: 2007 TABS, Series A Debt Service	Debt Service Funds: 2007 TABS, Series B Debt Service	Totals	
				Assets:
$ 10,152,109	$ -	$ 22,500,000	$ 81,080,237	Pooled cash and investments
				Receivables:
-	-	-	22,578	Accounts
-	-	-	17,567,422	Notes and loans
-	-	-	231,023	Interest
73,572	-	-	73,572	Due from other governments
-	-	-	4,500	Due from the City of Moreno Valley
-	-	-	3,916,126	Land held for redevelopment
-	-	-	3,564,945	Advances to other funds
220,500	-	-	220,500	Advances to the City of Moreno Valley
$ 10,446,181	**$ -**	**$ 22,500,000**	**$ 106,680,903**	**Total Assets**
				Liabilities and Fund Balances:
				Liabilities:
$ -	$ -	$ -	$ 191,611	Accounts payable
-	-	-	77,214	Accrued liabilities
4,846,739	-	-	4,846,739	Due to other governments
4,713	-	-	1,932,005	Due to the City of Moreno Valley
12,000	-	-	243,023	Deferred revenue
3,564,945	-	-	3,564,945	Advances from other funds
$ 8,428,397	**$ -**	**$ -**	**$ 10,855,537**	**Total Liabilities**
				Fund Balances:
				Reserved:
$ -	$ -	$ -	$ 5,238,332	Reserved for encumbrances
-	-	22,500,000	22,500,000	Reserved for debt service
-	-	-	17,567,422	Reserved for long-term receivables
-	-	-	3,916,126	Reserved for land held for redevelopment
-	-	-	3,564,945	Reserved for advances to other funds
220,500	-	-	220,500	Reserved for advances to the City of Moreno Valley
				Unreserved:
				Unreserved, reported in nonmajor:
				Designated:
-	-	-	37,587,777	Designated for continuing appropriations
1,797,284	-	-	5,230,264	Undesignated
$ 2,017,784	**$ -**	**$ 22,500,000**	**$ 95,825,366**	**Total Fund Balances**
$ 10,446,181	**$ -**	**$ 22,500,000**	**$ 106,680,903**	**Total Liabilities & Fund Balances**

MV00198589

Community Redevelopment Agency
of the City of Moreno Valley
Governmental Funds
Combining Statement of Revenues, Expenditures
and Changes in Fund Balances
Year ended June 30, 2010

	Moreno Valley Redevelopment Project			
	Capital Projects Funds			
	Administration Fund	**Capital Projects Fund**	**2007 TABS, Series A Capital Projects**	**Low and Moderate Housing**
Revenues:				
Taxes and assessments:				
Tax increment	-	-	-	3,782,660
Sales taxes	-	-	-	-
Use of money and property	-	1,959	1,525,566	443,877
Miscellaneous	-	-	5,206	3,930
Total Revenues	**$ -**	**$ 1,959**	**$ 1,530,772**	**$ 4,230,467**
Expenditures:				
Current:				
General government	$ 704,381	$ -	$ -	$ 897,418
Community development	-	1,020,896	1,507,188	3,250
Debt Service:				
Principal retirement	-	-	-	-
Interest and fiscal charges	-	-	-	-
Pass-through agreement payments	-	-	-	-
SERAF payment	-	-	-	-
Total Expenditures	**$ 704,381**	**$ 1,020,896**	**$ 1,507,188**	**$ 900,668**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**(704,381)**	**(1,018,937)**	**23,584**	**3,329,799**
Other Financing Sources (Uses)				
Transfers in	$ 704,381	$ 1,314,308	$ -	$ -
Transfers out	-	-	-	-
Transfers from the City of Moreno Valley	-	-	-	7,000
Transfers to the City of Moreno Valley	-	-	-	-
Total Other Financing Sources (Uses)	**704,381**	**1,314,308**	**-**	**7,000**
Net Change in Fund Balances	**-**	**295,371**	**23,584**	**3,336,799**
Fund Balances, Beginning of Year	44,783	3,409,754	38,303,653	25,893,638
Fund Balances, End of Year	**$ 44,783**	**$ 3,705,125**	**$ 38,327,237**	**$ 29,230,437**

MV00198590

Tax Increment Fund	Debt Service Funds: 2007 TABS, Series A Debt Service	Debt Service Funds: 2007 Tabs, Series B Debt Service	Totals	
				Revenues:
				Taxes and assessments:
16,628,548	-	-	20,411,208	Tax increment
924,570	-	-	924,570	Sales taxes
1,078,546	3	-	3,049,951	Use of money and property
-	-	-	9,136	Miscellaneous
$ 18,631,664	**$ 3**	**$ -**	**$ 24,394,865**	**Total Revenues**
				Expenditures:
				Current:
$ 243,764	$ -	$ -	$ 1,845,563	General government
-	-	-	2,531,334	Community development
				Debt Service:
210,436	120,000	-	330,436	Principal retirement
1,091,662	2,057,784	457,378	3,606,824	Interest and fiscal charges
10,775,369	-	-	10,775,369	Pass-through agreement payments
5,258,237	-	-	5,258,237	SERAF payment
$ 17,579,468	**$ 2,177,784**	**$ 457,378**	**$ 24,347,763**	**Total Expenditures**
1,052,196	**(2,177,781)**	**(457,378)**	**47,102**	***Excess (Deficiency) of Revenues Over (Under) Expenditures***
				Other Financing Sources (Uses)
$ -	$ 2,177,781	$ 457,378	$ 4,653,848	Transfers in
(4,653,848)	-	-	(4,653,848)	Transfers out
4,237	-	-	11,237	Transfers from the City of Moreno Valley
(1,575,380)	-	-	(1,575,380)	Transfers to the City of Moreno Valley
(6,224,991)	**2,177,781**	**457,378**	**(1,564,143)**	**Total Other Financing Sources (Uses)**
(5,172,795)	**-**	**-**	**(1,517,041)**	***Net Change in Fund Balances***
7,190,579	-	22,500,000	97,342,407	**Fund Balances, Beginning of Year**
$ 2,017,784	**$ -**	**$ 22,500,000**	**$ 95,825,366**	**Fund Balances, End of Year**

MV00198591

Community Redevelopment Agency
of the City of Moreno Valley

Computation of Low and Moderate Income Housing Funds
Excess/Surplus

	Low and Moderate Housing Funds All Project Areas July 1, 2009		Low and Moderate Housing Funds All Project Areas July 1, 2010	
Opening fund balance		$ 25,893,638		$ 29,230,437
Encumbrances (Section 33334.12 (g)(2))	(3,701,125)		(4,004,250)	
Rehabilitation loans	(12,115,790)		(17,567,422)	
Land held for redevelopment	(197,660)		(197,660)	
Long-term loans receivable	(3,752,573)		(3,564,945)	
		(19,767,148)		(25,334,277)
Available low and moderate income housing funds		6,126,490		3,896,160
Limitation (greater of $1,000,000 or four years set-aside)				
Set-aside for last four years				
2009-2010	-		3,782,660	
2008-2009	4,546,638		4,546,638	
2007-2008	4,583,576		4,583,576	
2006-2007	3,506,618		3,506,618	
2005-2006	2,673,012		-	
Total	**$ 15,309,844**		**$ 16,419,492**	
Base Limitation	**$ 1,000,000**		**$ 1,000,000**	
Greater amount		15,309,844		16,419,492
Computed Excess/Surplus		**None**		**None**

MV00198592

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Board of Directors
Community Redevelopment Agency of the City of Moreno Valley
Moreno Valley, California

REPORT ON COMPLIANCE AND OTHER MATTERS AND ON INTERNAL CONTROL OVER FINANCIAL REPORTING BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

We have audited the governmental activities, each major fund, of the Community Redevelopment Agency of the City of Moreno Valley (the Agency), as of and for the year ended June 30, 2010, which collectively comprise the Agency's basic financial statements and have issued our report thereon dated December 21, 2010. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Agency's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the Agency's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Agency's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

MV00198593

Our consideration of the internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all the deficiencies in the internal control that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

We noted certain other matters we reported to the management of the City of Moreno Valley in a separate letter.

This report is intended solely for the information of the Board of Directors, management of the Community Redevelopment Agency of the City of Moreno Valley, State Controller, federal awarding agencies, and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Mayer Hoffman McCann P.C.

Irvine, California
December 21, 2010

MV00198594

Community
Services District

City of Moreno Valley, California

Community Services District

Financial Statements

Year Ended June 30, 2010
(with Independent Auditors' Report Thereon)

MORENO VALLEY
WHERE DREAMS SOAR

MV00198596

CITY OF MORENO VALLEY

DECEMBER 3, 1984

City of Moreno Valley, California
Community Services District

Financial Statements

Year Ended June 30, 2010

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City of Moreno Valley, California
Community Services District

Financial Statements (Continued)

Year Ended June 30, 2010

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Board of Directors
City of Moreno Valley, California
Community Services District

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Moreno Valley, California, Community Services District ("District") as of and for the year ended June 30, 2010, which collectively comprise the District's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the management of the District. Our responsibility is to express opinions on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the District as of June 30, 2010, and the respective changes in financial position and the respective budgetary comparison information for the major special revenue funds of the District for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

The District has not presented *Management's Discussion and Analysis* that the Governmental Accounting Standards Board has determined is necessary to supplement, although not required to be part of, the basic financial statements.

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Community Services District of the City of Moreno Valley's basic financial statements. The supplementary schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. The supplementary schedules have been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, are fairly stated in all material respects in relation to the basic financial statements taken as a whole.

MV00198600

In accordance with *Government Auditing Standards*, we have also issued a report dated December 21, 2010 on our consideration of the District's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Mayer Hoffman McCann P.C.

Irvine, California
December 21, 2010

MV00198601

City of Moreno Valley, California
Community Services District

Statement of Net Assets
June 30, 2010

	Governmental Activities
Assets:	
Pooled cash and investments (note 2)	$ 11,266,011
Receivables:	
Accounts	235,130
Due from the City of Moreno Valley	197,320
Due from other governments	1,027,691
Capital assets not being depreciated (note 3)	450,000
Depreciable capital assets, net of accumulated depreciation (note 3)	22,329,068
Total Assets	**35,505,220**
Liabilities and Fund Balances:	
Liabilities:	
Accounts payable	646,166
Accrued liabilities	343,609
Due to the City of Moreno Valley	3,371,652
Due to other governments	5
Deposits payable	97,339
Total Liabilities	**4,458,771**
Net Assets:	
Invested in capital assets	22,779,068
Restricted for special zones	8,267,381
Total Net Assets	**$ 31,046,449**

See Notes to Financial Statements

MV00198602

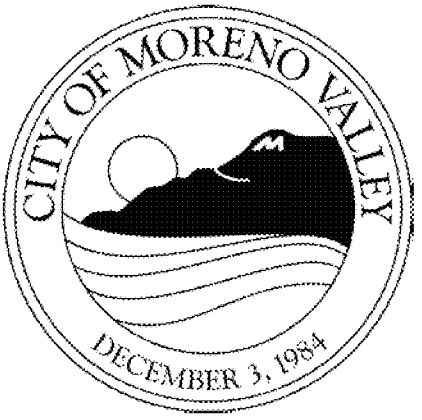

MV00198603

City of Moreno Valley, California
Community Services District

Statement of Activities
Year ended June 30, 2010

		Program Revenues			Net (Expenses) Revenues and Changes in Net Assets
	Expenses	Charges for Services	Operating Contributions and Grants	Capital Contributions and Grants	Total
Functions/Programs					
Governmental Activities:					
Community and cultural	$ 18,618,629	$ 11,237,461	$ 14,495	$ -	$ (7,366,673)
Total Governmental Activities	**$ 18,618,629**	**$ 11,237,461**	**$ 14,495**	**$ -**	**(7,366,673)**
	General Revenues:				
	Taxes:				
	Property taxes				3,154,342
	Other taxes				1,024,603
	Use of money and property				683,098
	Miscellaneous				53,044
	Transfers from the City of Moreno Valley				57,059
	Total General Revenues and Transfers				**4,972,146**
	Change in Net Assets				(2,394,527)
	Net Assets, beginning of year as restated (note 6)				33,440,976
	Net Assets, End of Year				**$ 31,046,449**

See Notes to Financial Statements

MV00198604

City of Moreno Valley, California
Community Services District

Governmental Funds
Balance Sheet
June 30, 2010

	Special Revenue Funds		
	Zone A Parks and Community Services	**Zone B Residential Street Lights Administration**	**Zone E Extensive Landscaping Administration**
Assets:			
Pooled cash and investments (note 2)	$ 4,432,732	$ 34,616	$ 4,156,486
Receivables:			
Accounts	224,612	-	5,654
Due from the City of Moreno Valley	197,320	-	-
Due from other governments	513,087	68,662	149,642
Total Assets	**$ 5,367,751**	**$ 103,278**	**$ 4,311,782**
Liabilities and Fund Balances:			
Liabilities:			
Accounts payable	$ 196,363	$ 97,264	$ 149,123
Accrued liabilities	203,532	6,014	28,393
Due to the City of Moreno Valley	3,281,361	90,291	-
Due to other governments	5	-	-
Deferred revenue	480,589	43,395	87,748
Deposits payable	97,339	-	-
Total Liabilities	**$ 4,259,189**	**$ 236,964**	**$ 265,264**
Fund Balances:			
Reserved:			
Reserved for encumbrances	$ -	$ -	$ -
Unreserved:			
Unreserved, reported in nonmajor:			
Designated:			
Designated for continuing appropriations	63,450	-	-
Designated for capital improvements	-	-	2,799,332
Designated for contingencies	938,157	-	-
Designated for scholarship programs	7,684	-	-
Undesignated	99,271	(133,686)	1,247,186
Total Fund Balances	**$ 1,108,562**	**$ (133,686)**	**$ 4,046,518**
Total Liabilities & Fund Balances	**$ 5,367,751**	**$ 103,278**	**$ 4,311,782**

See Notes to Financial Statements

MV00198605

Special Revenue Funds			
Zone L Library Services Fund	Nonmajor Governmental Funds	Totals	
			Assets:
$ 239,547	$ 2,402,630	$ 11,266,011	Pooled cash and investments (note 2)
			Receivables:
1,384	3,480	235,130	Accounts
-	-	197,320	Due from the City of Moreno Valley
143,696	152,604	1,027,691	Due from other governments
$ 384,627	**$ 2,558,714**	**$ 12,726,152**	**Total Assets**
			Liabilities and Fund Balances:
			Liabilities:
$ 78,167	$ 125,249	$ 646,166	Accounts payable
62,946	42,724	343,609	Accrued liabilities
-	-	3,371,652	Due to the City of Moreno Valley
-	-	5	Due to other governments
89,503	82,569	783,804	Deferred revenue
-	-	97,339	Deposits payable
$ 230,616	**$ 250,542**	**$ 5,242,575**	**Total Liabilities**
			Fund Balances:
			Reserved:
$ 31,977	$ -	$ 31,977	Reserved for encumbrances
			Unreserved:
			Unreserved, reported in nonmajor:
			Designated:
-	105,000	168,450	Designated for continuing appropriations
-	-	2,799,332	Designated for capital improvements
-	-	938,157	Designated for contingencies
-	-	7,684	Designated for scholarship programs
122,034	2,203,172	3,537,977	Undesignated
$ 154,011	**$ 2,308,172**	**$ 7,483,577**	**Total Fund Balances**
$ 384,627	**$ 2,558,714**	**$ 12,726,152**	**Total Liabilities & Fund Balances**

MV00198606

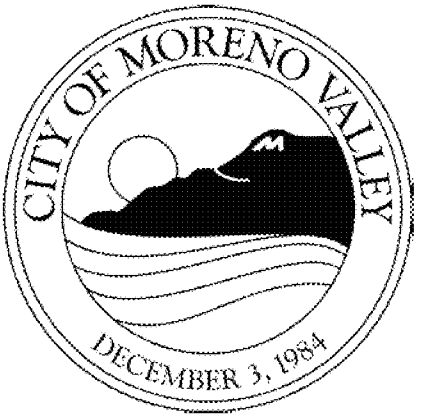

MV00198607

City of Moreno Valley, California
Community Services District

Reconciliation of the Balance Sheet of Governmental Funds
to the Statement of Net Assets
June 30, 2010

Fund balances of governmental funds	$	7,483,577
Amounts reported for governmental activities in the statement of net assets are different because:		
Capital assets, net of depreciation, used in governmental activities are not financial resources and, therefore, are not reported in the funds.		22,779,068
Revenues in the statement of activities that do not provided current financial resources are not reported as revenues in the statement of revenues, expenditures, and changes in fund balances. These revenues are reported as deferred revenue in the balance sheet of governmental funds.		783,804
Net assets of governmental activities	$	31,046,449

See Notes to Financial Statements

MV00198608

City of Moreno Valley, California
Community Services District

Governmental Funds
Statement of Revenues, Expenditures
and Changes in Fund Balances
Year ended June 30, 2010

	Special Revenue Funds		
	Zone A Parks and Community Services	Zone B Residential Street Lights Administration	Zone E Extensive Landscaping Administration
Revenues:			
Taxes:			
Property taxes	$ 1,648,165	$ 95,101	$ -
Other Taxes	-	-	-
Intergovernmental	-	-	-
Charges for services	5,749,207	892,533	2,334,819
Use of money and property	484,486	3,639	121,700
Fines and forfeitures	-	-	-
Miscellaneous	25,256	-	3,934
Total Revenues	**$ 7,907,114**	**$ 991,273**	**$ 2,460,453**
Expenditures:			
Current:			
Community and cultural	$ 7,855,401	$ 1,505,057	$ 2,386,693
Capital outlay	26,105	-	-
Total Expenditures	**$ 7,881,506**	**$ 1,505,057**	**$ 2,386,693**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**25,608**	**(513,784)**	**73,760**
Other Financing Sources (Uses)			
Transfers in (note 4)	$ -	$ -	$ -
Transfers out (note 4)	-	-	(26,091)
Transfers from the City of Moreno Valley	394,873	-	-
Transfers to the City of Moreno Valley	(817,414)	-	(48,715)
Total Other Financing Sources (Uses)	**$ (422,541)**	**$ -**	**$ (74,806)**
Net Change in Fund Balances	**(396,933)**	**(513,784)**	**(1,046)**
Fund Balances, Beginning of Year as restated (note 6)	1,505,495	380,098	4,047,564
Fund Balances, End of Year	**$ 1,108,562**	**$ (133,686)**	**$ 4,046,518**

See Notes to Financial Statements

MV00198609

Special Revenue Funds			
Zone L Library Services Fund	Nonmajor Governmental Funds	Totals	
			Revenues:
			Taxes:
$ 1,311,558	$ 99,518	$ 3,154,342	Property taxes
-	1,024,603	1,024,603	Other Taxes
14,495	-	14,495	Intergovernmental
41,582	1,619,326	10,637,467	Charges for services
-	73,273	683,098	Use of money and property
45,989	-	45,989	Fines and forfeitures
23,716	138	53,044	Miscellaneous
$ 1,437,340	**$ 2,816,858**	**$ 15,613,038**	**Total Revenues**
			Expenditures:
			Current:
$ 2,093,052	$ 2,824,741	$ 16,664,944	Community and cultural
-	-	26,105	Capital outlay
$ 2,093,052	**$ 2,824,741**	**$ 16,691,049**	**Total Expenditures**
(655,712)	**(7,883)**	**(1,078,011)**	***Excess (Deficiency) of Revenues Over (Under) Expenditures***
			Other Financing Sources (Uses)
$ -	$ 26,091	$ 26,091	Transfers in (note 4)
-	-	(26,091)	Transfers out (note 4)
424,915	103,400	923,188	Transfers from the City of Moreno Valley
-	-	(866,129)	Transfers to the City of Moreno Valley
$ 424,915	**$ 129,491**	**$ 57,059**	**Total Other Financing Sources (Uses)**
(230,797)	**121,608**	**(1,020,952)**	***Net Change in Fund Balances***
384,808	2,186,564	8,504,529	**Fund Balances, Beginning of Year as restated (note 6)**
$ 154,011	**$ 2,308,172**	**$ 7,483,577**	**Fund Balances, End of Year**

MV00198610

City of Moreno Valley, California
Community Services District

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities
June 30, 2010

Net change in fund balances of governmental funds	$ (1,020,952)
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlay as expenditures. However, in the statement of activities the cost of these assets is allocated over their estimated useful lives and reported as depreciation expense.	
Capital outlay	26,105
Depreciation expense	(1,953,685)
Revenues in the statement of activities that do not provided current financial resources are not reported as revenues in the statement of revenues, expenditures, and changes in fund balances. These revenues are reported as deferred revenue in the balance sheet of governmental funds.	554,005
Net assets of governmental activities	$ (2,394,527)

See Notes to Financial Statements

MV00198611

City of Moreno Valley, California
Community Services District

Zone A Parks and Community Services
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Taxes:				
Property Taxes	2,209,563	2,209,563	1,648,165	(561,398)
Charges for services	5,952,339	5,952,339	5,749,207	(203,132)
Use of money and property	465,234	465,234	484,486	19,252
Miscellaneous	26,450	33,516	25,256	(8,260)
Total Revenues	**$ 8,653,586**	**$ 8,660,652**	**$ 7,907,114**	**$ (753,538)**
Expenditures:				
Current:				
Community and cultural	8,451,892	7,980,325	7,855,401	124,924
Capital outlay	126,671	126,671	26,105	100,566
Total Expenditures	**$ 8,578,563**	**$ 8,106,996**	**$ 7,881,506**	**$ 225,490**
Excess (Deficiency) of Revenues Over (Under) Expenditures	75,023	553,656	25,608	(528,048)
Other Financing Sources (Uses):				
Transfers from the City of Moreno Valley	(377,459)	(377,459)	(394,873)	17,414
Transfers to the City of Moreno Valley	-	800,000	817,414	(17,414)
Total Other Financing Sources (Uses)	**$ 377,459**	**$ (422,541)**	**$ (422,541)**	**$ -**
Net Change in Fund Balances	452,482	131,115	(396,933)	(528,048)
Fund Balances, Beginning of Year	1,505,495	1,505,495	1,505,495	-
Fund Balances, End of Year	**$ 1,957,977**	**$ 1,636,610**	**$ 1,108,562**	**$ (528,048)**

See Notes to Financial Statements

MV00198612

City of Moreno Valley, California
Community Services District

Zone B Residential Street Lights Administration
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Taxes:				
Property Taxes	116,045	116,045	95,101	(20,944)
Charges for services	934,006	934,006	892,533	(41,473)
Use of money and property	7,396	7,396	3,639	(3,757)
Total Revenues	**$ 1,057,447**	**$ 1,057,447**	**$ 991,273**	**$ (66,174)**
Expenditures:				
Current:				
Community and cultural	1,605,139	1,647,740	1,505,057	142,683
Capital outlay	-	51,612	-	51,612
Total Expenditures	**$ 1,605,139**	**$ 1,699,352**	**$ 1,505,057**	**$ 194,295**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(547,692)	(641,905)	(513,784)	128,121
Net Change in Fund Balances	(547,692)	(641,905)	(513,784)	128,121
Fund Balances, Beginning of Year	380,098	380,098	380,098	-
Fund Balances, End of Year	**$ (167,594)**	**$ (261,807)**	**$ (133,686)**	**$ 128,121**

See Notes to Financial Statements

MV00198613

City of Moreno Valley, California
Community Services District

Zone E Extensive Landscaping Administration
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Charges for services	2,411,465	2,411,465	2,334,819	(76,646)
Use of money and property	93,318	93,318	121,700	28,382
Miscellaneous	2,400	2,400	3,934	1,534
Total Revenues	**$ 2,507,183**	**$ 2,507,183**	**$ 2,460,453**	**$ (46,730)**
Expenditures:				
Current:				
Community and cultural	2,918,314	2,536,159	2,386,693	149,466
Capital outlay	45,000	313,137	-	313,137
Total Expenditures	**$ 2,963,314**	**$ 2,849,296**	**$ 2,386,693**	**$ 462,603**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(456,131)	(342,113)	73,760	415,873
Other Financing Sources (Uses):				
Transfers out (note 4)	-	(25,000)	(26,091)	(1,091)
Transfers to the City of Moreno Valley	25,000	-	48,715	(48,715)
Total Other Financing Sources (Uses)	**$ (25,000)**	**$ (25,000)**	**$ (74,806)**	**$ (49,806)**
Net Change in Fund Balances	(481,131)	(367,113)	(1,046)	366,067
Fund Balances, Beginning of Year	4,047,564	4,047,564	4,047,564	-
Fund Balances, End of Year	**$ 3,566,433**	**$ 3,680,451**	**$ 4,046,518**	**$ 366,067**

See Notes to Financial Statements

MV00198614

City of Moreno Valley, California
Community Services District

Zone L Library Services
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Taxes:				
Property Taxes	1,609,500	1,609,500	1,311,558	(297,942)
Intergovernmental	32,000	32,000	14,495	(17,505)
Charges for services	33,000	33,000	41,582	8,582
Fines and forfeitures	56,500	56,500	45,989	(10,511)
Miscellaneous	2,000	2,000	23,716	21,716
Total Revenues	**$ 1,733,000**	**$ 1,733,000**	**$ 1,437,340**	**$ (295,660)**
Expenditures:				
Current:				
Community and cultural	2,122,219	2,126,122	2,093,052	33,070
Total Expenditures	**$ 2,122,219**	**$ 2,126,122**	**$ 2,093,052**	**$ 33,070**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(389,219)	(393,122)	(655,712)	(262,590)
Other Financing Sources (Uses):				
Transfers from the City of Moreno Valley	(424,915)	(424,915)	(424,915)	-
Total Other Financing Sources (Uses)	**$ 424,915**	**$ 424,915**	**$ 424,915**	**$ -**
Net Change in Fund Balances	35,696	31,793	(230,797)	(262,590)
Fund Balances, Beginning of Year	384,808	384,808	384,808	-
Fund Balances, End of Year	**$ 420,504**	**$ 416,601**	**$ 154,011**	**$ (262,590)**

See Notes to Financial Statements

MV00198615

Note 1: Reporting Entity, Description of Funds and Significant Accounting Policies

a. Reporting Entity

The City of Moreno Valley, California Community Services District (the District), was created by a City Council ordinance adopted on December 3, 1984. Its purpose is to act as a legal entity, separate and distinct from the City of Moreno Valley (the City), even though the City Council is currently serving as the District's Governing Board. The District is broadly empowered to engage in the general maintenance and administration of the City's community programs.

Governmental Accounting Standards define the reporting entity as the primary government and those component units for which the primary government is financially accountable. Financial accountability is defined as appointment of a voting majority of the component unit's board, and either: a) the primary government has the ability to impose its will, or b) the possibility that the component unit will provide a financial benefit to, or impose a financial burden on the primary government. Since the City Council of the City of Moreno Valley also serves as the Governing Board of the District, the City, in effect, has the ability to influence and control operations. Therefore, the City has oversight responsibility for the District. Accordingly, in applying the criteria of Governmental Accounting Standards, the financial statements of the District are included in the City's Comprehensive Annual Financial Report. The District has the same fiscal year end as the City and its financial statements can be obtained from the City Clerk.

b. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net assets and the statement of activities) report information on the component unit. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Major individual governmental funds are reported as separate columns in the fund financial statements.

c. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they have been levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

MV00198616

Note 1: Reporting Entity, Description of Funds and Significant Accounting Policies (Continued)

c. Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued)

Government fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers operating revenues to be available if they are collected within 60 days of the end of the current fiscal period, while grant revenues have an availability period of 150 days. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Property taxes, franchise taxes, licenses and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.

The District reports the following major governmental funds:

Zone A Parks and Community Services accounts for the administration and maintenance of the parks and community services facilities and programs.

Zone B Residential Street Lights Administration accounts for the operations necessary to process and administer the residential street lighting program.

Zone E Extensive Landscaping Administration accounts for the operations necessary to provide high-service level landscape maintenance in and around specific major residential developments.

Zone L Library Service Fund accounts for the operations necessary to process and administer the library service program.

d. Budgetary Reporting

Budgets are legally adopted and formal budgetary integration is employed as a management control device during the year for the governmental activities. Budgets presented in this report for comparison to actual amounts are presented in accordance with generally accepted accounting principles (GAAP). From the effective date of the budget, the amounts stated therein as proposed expenditures become appropriations to the various District departments.

Reported budget amounts represent the original legally adopted budget as amended. The City Council may amend the budget only by a duly adopted minute resolution during a regular meeting, providing that sufficient monies are available and that expenditures of proceeds of taxes will not be increased beyond the constitutional appropriation limit as imposed by Article XIIIB of the State Constitution.

Individual fund budgets are, in all cases where appropriations are required, the same as the appropriation amounts. In the case of the Governmental Fund type, unexpended budgeted amounts, except for amounts relating to capital projects, lapse at the end of the budget year. Spending control for most funds is established by the amount of expenditures budgeted for each department within the fund, but management control is exercised at budgetary line item levels

MV00198617

Note 1: Reporting Entity, Description of Funds and Significant Accounting Policies (Continued)

d. Budgetary Reporting (Continued)

within the departments. Management can transfer budgeted amounts between line items within each department provided that they do not increase or decrease total department appropriations. Expenditures may not legally exceed budgeted appropriations at the department and fund levels.

e. Use of Restricted/Unrestricted Net Assets

When an expense is incurred for purposes for which both restricted and unrestricted net assets are available, the District's policy is to apply restricted net assets first.

f. Deferred Revenue

In the government-wide financial statements, deferred revenue is recognized for transactions for which revenue has not yet been earned. Typical transactions recorded as deferred revenues in the government-wide financial statements are prepaid charges for services.

In the fund financial statements, deferred revenue is recorded when transactions have not yet met the revenue recognition criteria based on the modified accrual basis of accounting. The District records deferred revenue for transactions for which revenues have not been earned, or for which funds are not available to meet current financial obligations. Typical transactions for which deferred revenue is recorded are grants received but not yet earned or available, long-term loans receivables, and prepaid charges for services.

g. Fund Balance

Reservations of fund balance indicate those portions of fund balance unavailable for appropriation or amounts legally segregated for a specific future use. Designations of fund balance indicate tentative management plans for future uses of financial resources.

h. Net Assets

In the government-wide financial statements, net assets are classified in the following categories:

Investment in Capital Assets – This amount consists of capital assets net of accumulated depreciation and reduced by outstanding debt that is attributed to the acquisition, construction, or improvement of the assets. Currently, the District does not have any debt attributed to capital assets.

Restricted Net Assets – This amount is restricted by external creditors, grantors, contributors, or laws or regulations of other governments.

i. Encumbrances

Encumbrance accounting, under which purchase orders, contracts and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation, is employed as an extension of formal budgetary integration in the Governmental Fund type. Unexpended and unencumbered appropriations of the Governmental Fund automatically lapse at the end of the fiscal year. Encumbrances at year-end are a portion of the reserved fund balance and are reappropriated the following year.

MV00198618

Note 1: Reporting Entity, Description of Funds and Significant Accounting Policies (Continued)

j. Capital Assets

Capital assets, which include property, plant, equipment and infrastructure assets (e.g., roads, bridges, sidewalks and similar items), are reported in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of more than $5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Buildings and Improvements	5 – 50
Furniture and Equipment	3 – 15
Vehicles	3 – 10
Infrastructure	25 – 50

k. Investments

The District records all investments at fair value. The current year's changes in fair value are recognized in the statement of revenues, expenditures and changes in fund balances as use of money and property. *Use of money and property* includes interest earnings, changes in fair value, rental income and any gains or losses.

l. Salary Expenditures

The District does not employ any personnel and relies on the City for administrative services. The financial statements include expenditures for salary and other benefits, which were allocated to the District by the City.

m. Property Taxes

Property taxes attach as an enforceable lien on property as of January 1. Secured property taxes are levied on August 10 and are payable in two installments on November 1 and February 1. Unsecured personal property taxes are due in a single installment on July 1. The County of Riverside bills and collects the property taxes and remits them to the District in installments during the year. Property taxes received within 60 days after the District's fiscal year-end are considered "measurable" and "available" and are accrued in the District's financial statements.

n. Reconciliation of Government-Wide and Fund Financial Statements

Explanation of certain differences between the governmental fund statement of revenues, expenditures and changes in fund balances and the government-wide statement of activities:

The governmental fund statement of revenues, expenditures and changes in fund balances includes a reconciliation between net changes in fund balances – of total governmental funds and changes in net assets of governmental activities as reported in the government-wide statement of activities. One element of that reconciliation explains that

MV00198619

Note 1: Reporting Entity, Description of Funds and Significant Accounting Policies (Continued)

n. Reconciliation of Government-Wide and Fund Financial Statements (Continued)

"Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense."

o. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the related reported amounts of revenues and expenditures during the reporting period. Actual results could differ from estimates.

Note 2: Cash and Investments

Cash and investments reported in the accompanying financial statements consisted of the following:

Cash and investments pooled with the City	$11,266,011

The District has no separate bank accounts or investments other than the District's equity in the cash and investment pool managed by the City. The District is a voluntary participant in the City's investment pool. This pool is governed by and under the regulatory oversight of the Investment Policy adopted by the City Council of the City. The District has not adopted an investment policy separate from that of the City. The fair value of the District's investment in this pool is reported in the accompanying financial statements at amounts based upon the District's pro-rata share of the fair value calculated by the City for the entire City portfolio. The balance available for withdrawal is based on the accounting records maintained by the City, which are recorded on an original cost basis.

Note 3: Capital Asset

	Balances 6/30/2009*	Additions	Deletions	Balances 6/30/20010
Non-depreciable Assets:				
Land	$ 450,000	$ -	$ -	$ 450,000
Construction in progress	101,457	-	(101,457)	-
Total Non-depreciable Assets	551,457	-	(101,457)	450,000
Depreciable Assets:				
Buildings and Improvements	49,973,475	-	-	49,973,475
Furniture and Equipment	1,250,323	-	-	1,250,323
Vehicles	503,398	26,105	-	529,503
Infrastructure	-	101,457	-	101,457
Total Depreciable Assets	51,727,196	127,562	-	51,854,758

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Note 3: Capital Assets (Continued)

	Balances 6/30/2009*	Additions	Deletions	Balances 6/30/20010
Accumulated Depreciation:				
Buildings and Improvements	(26,204,985)	(1,808,353)	-	(28,013,338)
Furniture and Equipment	(1,007,143)	(74,946)	-	(1,082,089)
Vehicles	(359,877)	(68,608)	-	(428,485)
Infrastructure	-	(1,778)	-	(1,778)
Total Accumulated Depreciation	(27,572,005)	(1,953,685)	-	(29,525,690)
Total Depreciable Assets, Net of Depreciation	24,155,191	(1,826,123)	-	22,329,068
Total Capital Assets, Net of Depreciation	$ 24,706,648	$ (1,826,123)	$ (101,457)	$ 22,779,068

* Beginning Capital Assets were restated. See explanation in Note 6.

Depreciation expense was charged to functions/programs of the District as follows:

Governmental Activities:
Community and cultural $ 1,953,685

Note 4: Interfund Transfers

Transfers in and out for the year ended June 30, 2010 were as follows:

Funds	Transfers In	Transfers Out
Major Governmental Funds:		
Zone E Extensive Landscaping Administration Fund		$26,091
Nonmajor Funds:		
CFD# 1 Fund	$26,091	

CSD Zone E Extensive Landscaping Administration Fund transferred $26,091 to the CFD #1 Fund for that fund's share of parcel fees collected and business unit charges.

Note 5: Commitments and Contingencies

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and injuries to employees. The City of Moreno Valley established two Self-Insurance Funds (internal service funds) to account for and finance its uninsured risks of loss. Under this program, the self-insurance funds provide coverage for up to a maximum of $300,000 for each worker's compensation claim and $250,000 for each general liability claim. The City purchases commercial insurance for claims in excess of coverage provided by the funds and for all other risks of loss. Settled claims have not exceeded this commercial coverage in any of the past three years. All funds of the District participate in the program and make payments to the Self-Insurance Funds based on actuarial estimates of the amounts needed to pay prior and current year claims.

Note 6: Restatement of Beginning Net Assets

(a) The CFD #4M Fund was improperly included in the Community Services District's financial statements previously. This fund is a City of Moreno Valley fund and not a fund of the District. Adjustments were made to remove the fund from the District's net assets and fund balances.

MV00198621

Note 6: Restatement of Beginning Net Assets (Continued)

(b) The District's construction in progress was overstated by $44,768. An adjustment was made to correct beginning capital assets and the government-wide beginning net assets.

	Government-wide Financial Statements	Fund Financial Statements
	Governmental Funds	CFD #4M Fund
Net assets at beginning of year, as previously reported	$ 33,546,526	$ 60,782
Adjustment (a)	(60,782)	(60,782)
Adjustment (b)	(44,768)	-
Net assets at beginning of year, as restated	$ 33,440,976	$ -

Note 7: Subsequent Events

Subsequent events are those events and transactions that occur after the end of the fiscal period but prior to issuance of the financial statements that are important for readers of the financial statements to be aware of. The District does not have any subsequent events to report.

MV00198622

City of Moreno Valley, California
Community Services District

Nonmajor Governmental Funds
Combining Balance Sheet
June 30, 2010

	Special Revenue Funds		
	Zone C Arterial Street Lights Administration	**Zone D Standard Landscaping Administration**	**Zone M Median Fund**
Assets:			
Pooled cash and investments	$ 487,480	$ 359,365	$ 248,696
Receivables:			
Accounts	4	3,476	-
Due from other governments	40,422	63,469	13,557
Total Assets	**$ 527,906**	**$ 426,310**	**$ 262,253**
Liabilities and Fund Balances:			
Liabilities:			
Accounts payable	$ 42,552	$ 37,653	$ 9,407
Accrued liabilities	1,958	18,223	4,318
Deferred revenue	27,169	40,791	10,794
Total Liabilities	**$ 71,679**	**$ 96,667**	**$ 24,519**
Fund Balances:			
Unreserved:			
Unreserved, reported in nonmajor:			
Designated:			
Designated for continuing appropriations	-	-	-
Undesignated	456,227	329,643	237,734
Total Fund Balances	**$ 456,227**	**$ 329,643**	**$ 237,734**
Total Liabilities & Fund Balances	**$ 527,906**	**$ 426,310**	**$ 262,253**

MV00198623

Special Revenue Funds			
CFD #1 Fund	Zone S Sunnymead Boulevard Maintenance	Total Nonmajor Funds	
			Assets:
$ 1,222,301	$ 84,788	$ 2,402,630	Pooled cash and investments
			Receivables:
-	-	3,480	Accounts
30,558	4,598	152,604	Due from other governments
$ 1,252,859	**$ 89,386**	**$ 2,558,714**	**Total Assets**
			Liabilities and Fund Balances:
			Liabilities:
$ 34,303	$ 1,334	$ 125,249	Accounts payable
17,590	635	42,724	Accrued liabilities
-	3,815	82,569	Deferred revenue
$ 51,893	**$ 5,784**	**$ 250,542**	**Total Liabilities**
			Fund Balances:
			Unreserved:
			Unreserved, reported in nonmajor:
			Designated:
105,000	-	105,000	Designated for continuing appropriations
1,095,966	83,602	2,203,172	Undesignated
$ 1,200,966	**$ 83,602**	**$ 2,308,172**	**Total Fund Balances**
$ 1,252,859	**$ 89,386**	**$ 2,558,714**	**Total Liabilities & Fund Balances**

MV00198624

City of Moreno Valley, California
Community Services Disctrict

Nonmajor Governmental Funds
Combining Statement of Revenues,
Expenditures and Changes in Fund Balances
Year ended June 30, 2010

	Special Revenue Funds		
	Zone C Arterial Street Lights Administration	**Zone D Standard Landscaping Administration**	**Zone M Median Fund**
Revenues:			
Taxes:			
Property taxes	$ 99,518	$ -	$ -
Other Taxes	-	-	-
Charges for services	393,476	1,043,329	133,995
Use of money and property	16,858	27,276	-
Miscellaneous	-	138	-
Total Revenues	**$ 509,852**	**$ 1,070,743**	**$ 133,995**
Expenditures:			
Current:			
Community and cultural	$ 715,749	$ 1,068,948	$ 206,809
Total Expenditures	**$ 715,749**	**$ 1,068,948**	**$ 206,809**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**(205,897)**	**1,795**	**(72,814)**
Other Financing Sources (Uses)			
Transfers in (note 4)	$ -	$ -	$ -
Transfers from the City of Moreno Valley	-	-	103,400
Total Other Financing Sources (Uses)	**$ -**	**$ -**	**$ 103,400**
Net Change in Fund Balances	**(205,897)**	**1,795**	**30,586**
Fund Balances, Beginning of Year, as restated	662,124	327,848	207,148
Fund Balances, End of Year	**$ 456,227**	**$ 329,643**	**$ 237,734**

MV00198625

Special Revenue Funds			
CFD #1 Fund	Zone S Sumnymead Boulevard Maintenance	Total Nonmajor Funds	
			Revenues:
			Taxes:
$ -	$ -	$ 99,518	Property taxes
1,024,603	-	1,024,603	Other Taxes
-	48,526	1,619,326	Charges for services
26,952	2,187	73,273	Use of money and property
-	-	138	Miscellaneous
$ 1,051,555	**$ 50,713**	**$ 2,816,858**	**Total Revenues**
			Expenditures:
			Current:
$ 792,047	$ 41,188	$ 2,824,741	Community and cultural
$ 792,047	**$ 41,188**	**$ 2,824,741**	**Total Expenditures**
259,508	**9,525**	**(7,883)**	***Excess (Deficiency) of Revenues Over (Under) Expenditures***
			Other Financing Sources (Uses)
$ 26,091	$ -	$ 26,091	Transfers in (note 4)
-	-	103,400	Transfers from the City of Moreno Valley
$ 26,091	**$ -**	**$ 129,491**	**Total Other Financing Sources (Uses)**
285,599	**9,525**	**121,608**	***Net Change in Fund Balances***
915,367	74,077	2,186,564	**Fund Balances, Beginning of Year, as restated**
$ 1,200,966	**$ 83,602**	**$ 2,308,172**	**Fund Balances, End of Year**

MV00198626

City of Moreno Valley, California
Community Services District

Zone C Arterial Street Lights Administration
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Taxes:				
Property Taxes	142,100	142,100	99,518	(42,582)
Charges for services	430,844	430,844	393,476	(37,368)
Use of money and property	12,033	12,033	16,858	4,825
Total Revenues	**$ 584,977**	**$ 584,977**	**$ 509,852**	**$ (75,125)**
Expenditures:				
Current:				
Community and cultural	738,009	735,754	715,749	20,005
Total Expenditures	**$ 738,009**	**$ 735,754**	**$ 715,749**	**$ 20,005**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(153,032)	(150,777)	(205,897)	(55,120)
Net Change in Fund Balances	(153,032)	(150,777)	(205,897)	(55,120)
Fund Balances, Beginning of Year	662,124	662,124	662,124	-
Fund Balances, End of Year	**$ 509,092**	**$ 511,347**	**$ 456,227**	**$ (55,120)**

MV00198627

City of Moreno Valley, California
Community Services District

Zone D Standard Landscaping Administration
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Taxes:				
Charges for services	1,133,944	1,133,944	1,043,329	(90,615)
Use of money and property	6,655	6,655	27,276	20,621
Miscellaneous	-	-	138	138
Total Revenues	**$ 1,140,599**	**$ 1,140,599**	**$ 1,070,743**	**$ (69,856)**
Expenditures:				
Current:				
Community and cultural	1,341,067	1,222,314	1,068,948	153,366
Total Expenditures	**$ 1,341,067**	**$ 1,222,314**	**$ 1,068,948**	**$ 153,366**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(200,468)	(81,715)	1,795	83,510
Net Change in Fund Balances	(200,468)	(81,715)	1,795	83,510
Fund Balances, Beginning of Year	327,848	327,848	327,848	-
Fund Balances, End of Year	**$ 127,380**	**$ 246,133**	**$ 329,643**	**$ 83,510**

MV00198628

City of Moreno Valley, California
Community Services District

Zone M Median Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Charges for services	163,554	163,554	133,995	(29,559)
Use of money and property	4,013	4,013	-	(4,013)
Total Revenues	**$ 167,567**	**$ 167,567**	**$ 133,995**	**$ (33,572)**
Expenditures:				
Current:				
Community and cultural	304,251	253,568	206,809	46,759
Total Expenditures	**$ 304,251**	**$ 253,568**	**$ 206,809**	**$ 46,759**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(136,684)	(86,001)	(72,814)	13,187
Other Financing Sources (Uses):				
Transfers from the City of Moreno Valley	(103,400)	(103,400)	(103,400)	-
Total Other Financing Sources (Uses)	**$ 103,400**	**$ 103,400**	**$ 103,400**	**$ -**
Net Change in Fund Balances	(33,284)	17,399	30,586	13,187
Fund Balances, Beginning of Year	207,148	207,148	207,148	-
Fund Balances, End of Year	**$ 173,864**	**$ 224,547**	**$ 237,734**	**$ 13,187**

MV00198629

City of Moreno Valley, California
Community Services District

CFD #1 Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Taxes:				
Other taxes	959,760	959,760	1,024,603	64,843
Use of money and property	13,000	13,000	26,952	13,952
Total Revenues	**$ 972,760**	**$ 972,760**	**$ 1,051,555**	**$ 78,795**
Expenditures:				
Current:				
Community and cultural	969,805	809,400	792,047	17,353
Capital outlay	120,000	120,000	-	120,000
Total Expenditures	**$ 1,089,805**	**$ 929,400**	**$ 792,047**	**$ 137,353**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(117,045)	43,360	259,508	216,148
Other Financing Sources (Uses):				
Transfers in	-	25,000	26,091	1,091
Transfers from the City of Moreno Valley	(25,000)	-	-	-
Total Other Financing Sources (Uses)	**$ 25,000**	**$ 25,000**	**$ 26,091**	**$ 1,091**
Net Change in Fund Balances	(92,045)	68,360	285,599	217,239
Fund Balances, Beginning of Year	915,367	915,367	915,367	-
Fund Balances, End of Year	**$ 823,322**	**$ 983,727**	**$ 1,200,966**	**$ 217,239**

MV00198630

City of Moreno Valley, California
Community Services District

Zone S Sunnymead Boulevard Maintenance
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Charges for services	52,342	52,342	48,526	(3,816)
Use of money and property	1,644	1,644	2,187	543
Total Revenues	**$ 53,986**	**$ 53,986**	**$ 50,713**	**$ (3,273)**
Expenditures:				
Current:				
Community and cultural	92,219	58,634	41,188	17,446
Total Expenditures	**$ 92,219**	**$ 58,634**	**$ 41,188**	**$ 17,446**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(38,233)	(4,648)	9,525	14,173
Net Change in Fund Balances	(38,233)	(4,648)	9,525	14,173
Fund Balances, Beginning of Year	74,077	74,077	74,077	-
Fund Balances, End of Year	**$ 35,844**	**$ 69,429**	**$ 83,602**	**$ 14,173**

MV00198631

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Board of Directors
City of Moreno Valley, California
Community Services District

REPORT ON COMPLIANCE AND OTHER MATTERS AND ON INTERNAL CONTROL OVER FINANCIAL REPORTING BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Moreno Valley, California, Community Services District ("District") as of and for the year ended June 30, 2010, which collectively comprise the District's financial statements and have issued our report thereon dated December 21, 2010. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the District's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the District's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over financial reporting.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable a possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.

MV00198632

Our consideration of the internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily disclose all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

We noted other matters that were reported to the management of the City of Moreno Valley in a separate letter.

This report is intended solely for the information and use of the Board of Directors and District's management and is not intended to be and should not be used by anyone other than these specified parties.

Mayer Hoffman McCann P.C.

Irvine, California
December 21, 2010

MV00198633

CITY MANAGER'S REPORT

(Informational Oral Presentation only – not for Council action)

AGENDA

CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

April 26, 2011

SPECIAL PRESENTATIONS – 6:00 P.M.
REGULAR MEETING – 6:30 P.M.

City Council Closed Session
First Tuesday of each month – 6:00 p.m.
City Council Study Sessions
Third Tuesday of each month – 6:00 p.m.
City Council Meetings
Second and Fourth Tuesdays – 6:30 p.m.

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3027 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Richard A. Stewart, Mayor

Jesse L. Molina, Mayor Pro Tem
Robin N. Hastings, Council Member
Marcelo Co, Council Member
William H. Batey II, Council Member

MV00198635

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
April 26, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Proclamation Recognizing National Public Works Week

2. Proclamation Recognizing Mental Health Month

3. Presentation of Boy Scouts of America District Award of Merit to Council Member Robin N. Hastings

4. Proclamation Recognizing Child Abuse Prevention Month

5. Letter of Commendation Recognizing Sarah King

AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

REGULAR MEETING - 6:30 PM
APRIL 26, 2011

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, Community Redevelopment Agency, and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY 9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the Council, Community Services District, Redevelopment Agency or the Board of Library Trustees requests that an item be removed for

separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of April 6-19, 2011.

A.4 APPROVAL OF CHECK REGISTER FOR FEBRUARY, 2011 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2011-34, approving the Check Register for the month of February, 2011 in the amount of $10,858,661.77.

Resolution No. 2011-34

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Check Register for the Month of February, 2011

A.5 APPROVE COOPERATIVE AGREEMENT WITH RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR THE SUNNYMEAD BOULEVARD MASTER DRAINAGE PLAN LINES H, H-1A, AND H-5 IN CONNECTION WITH THE INDIAN DETENTION BASIN DRAINAGE IMPROVEMENTS - PROJECT NO 09-89791726 (Report of: Public Works Department)

Recommendation:

1. Approve the "Cooperative Agreement" with Riverside County Flood Control and Water Conservation District (the District) for the Sunnymead Boulevard Master Drainage Plan Lines H, H-1A, and H-5 in connection with the Indian Detention Basin Drainage

Improvements;

2. Authorize the City Manager to execute the "Cooperative Agreement" upon concurrence by the District;

3. Authorize the City Manager to approve any minor changes that may be requested by the District subject to the approval of the City Attorney; and

4. Authorize the City Manager to execute any future amendments subject to the approval of the City Attorney.

A.6 ART LOAN POLICY (Report of: City Manager's Office)

Recommendation:
Adopt the Art Loan Policy.

A.7 AUTHORIZATION TO AWARD AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES FOR HMGP FUNDED PROJECT: STORM DRAIN AND MISCELLANEOUS STREET IMPROVEMENTS BETWEEN ALESSANDRO BOULEVARD AND DRAINAGE FACILITY LINE F - PROJECT NO. 11-12566730 (Report of: Public Works Department)

Recommendation:

1. Accept an additional grant award amount of $322,000 in the federal funds under the Hazard Mitigation Grant Program (HMGP) to construct a storm drain and miscellaneous street improvements between Alessandro Boulevard and drainage facility Line F east of Redlands Boulevard;

2. Authorize the appropriation of $430,000 from unencumbered Measure "A" (Fund 125) fund balance to account for the additional federal funding and required local funding match in accordance with the HMGP requirements;

3. Approve the Agreement for Design Professional Consultant Services with DMC Design Group, 140 N. Maple Street, Suite 104, Corona, CA 92880 to provide design services for the storm drain and miscellaneous street improvements;

4. Authorize the City Manager to execute said Agreement for Design Professional Consultant Services with DMC Group; and

5. Authorize the issuance of a Purchase Order to DMC Design Group in the amount of $172,016 from Account 125.66730 when the

agreement has been signed by all parties.

A.8 APPROVE THE CITY OF MORENO VALLEY'S FIVE-YEAR MEASURE "A" LOCAL STREETS AND ROADS CAPITAL IMPROVEMENT PLAN (CIP) AND MAINTENANCE OF EFFORT (MOE) CERTIFICATION STATEMENT FOR THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC) MEASURE "A" LOCAL FUNDS PROGRAM, FISCAL YEAR (FY) 2012-2016 (Report of: Public Works Department)

Recommendation:

1. Approve the City of Moreno Valley's Five-Year Measure "A" Local Streets and Roads CIP and MOE for the RCTC Measure "A" Local Funds Program, FY 2012-2016;

2. Authorize submittal of the RCTC Measure "A" Local Streets and Roads CIP and MOE for the RCTC Measure "A" Local Funds Program, FY 2012-2016; and

3. Authorize staff to submit an amended five-year plan to RCTC if changes are made by City Council to the listed Measure "A" projects as part of the upcoming FY 2011/12 budget approval process.

A.9 RESOLUTION NO. 2011-35 A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA AND THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA REGARDING THE REDISTRICTING OF THE RIVERSIDE COUNTY SUPERVISORIAL DISTRICTS (Report of: City Manager's Office)

Recommendation:

Adopt Resolution No. 2011-35, a joint resolution of the City Council of the City of Moreno Valley, California and the City Council of the City of Perris, California regarding the redistricting of the Riverside County Supervisorial Districts.

Resolution No. 2011-35

A Joint Resolution of the City Council of the City of Moreno Valley, California, and the City Council of the City of Perris, California Regarding the Redistricting of the Riverside County Supervisorial Districts

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Report of: City

Clerk Department)

Recommendation:
Approve as submitted.

B.3 RESOLUTION TO AMEND MORENO VALLEY COMMUNITY SERVICES DISTRICT ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY (Report of: Public Works Department)

Recommendation:

Approve and adopt Resolution No. CSD 2011-06 to amend General Management Policy #2.30, Moreno Valley Community Services District Zone D (Parkway Landscape Maintenance) Service Plan Policy.

Resolution No. CSD 2011-06

A Resolution of the Moreno Valley Community Services District Board of Directors of the City of Moreno Valley, California, to Approve and Adopt the Amended Moreno Valley Community Services District Zone D (Parkway Landscape Maintenance) Service Plan Policy to Provide Revised Language Regarding the Service Level Guidelines and Correct Minor Grammatical Errors

B.4 RESOLUTION TO AMEND MORENO VALLEY COMMUNITY SERVICES DISTRICT ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY (Report of: Public Works Department)

Recommendation:

Approve and adopt Resolution No. CSD 2011-07 to amend General Management Policy #2.41, Moreno Valley Community Services District Zone E (Extensive Landscape Maintenance) Service Plan Policy.

Resolution No. CSD 2011-07

A Resolution of the Moreno Valley Community Services District Board of Directors of the City of Moreno Valley, California, to Approve and Adopt the Amended Moreno Valley Community Services District Zone E (Extensive Landscape Maintenance) Service Plan Policy to Provide Revised Language Regarding the Service Level Guidelines and Correct Minor Grammatical Errors

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

E. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

E.1 PUBLIC HEARING TO CONSIDER FEE SCHEDULE FOR FISCAL YEAR 2011-12 (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council:

1. Conduct a Public Hearing to receive public input on the proposed Fee Schedule for Fiscal Year (FY) 2011-12; and

2. Adopt Resolution No. 2011-36, approving the Fee Schedule for FY 2011-12.

Resolution No. 2011-36

A Resolution of the City Council of the City of Moreno Valley, California, Establishing Specified Fees for Various Services for Fiscal Year 2011-12 and Repealing Prior Resolutions that may be in Conflict

E.2 PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDINGS FOR POZGAJ FRANK & MARIA FAMILY TRUST—APN 486-240-009 BALLOTING FOR NPDES AND CSD ZONE M AND RIDGE MORENO VALLEY—APNS 297-170-005 AND 297-170-066 BALLOTING FOR NPDES (Report of: Public Works Department)

Recommendation: That the City Council:

1. After conducting the individual Public Hearings and accepting public testimony:

   a. Direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballots for Pozgaj Frank & Maria Family Trust—Assessor Parcel Number (APN) 486-240-009 and Ridge Moreno Valley—APNs 297-170-005 and 297-170-066;

   b. Verify and accept the result of the mail ballot proceedings as identified on the Official Tally Sheet and APN listing;

   c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and

   d. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to APNs 486-240-009, 297-170-005, and 297-170-066.

2. Acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), after conducting the Public Hearing and accepting public testimony:

   a. Direct the Secretary of the CSD Board (City Clerk) to tabulate the CSD Zone M ballot for Pozgaj Frank & Maria Family Trust—APN 486-240-009;

   b. Verify and accept the result of the mail ballot proceeding as identified on the Official Tally Sheet and APN listing;

   c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and

   d. If approved, authorize and impose the annual CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) charge to APN 486-240-009.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

G.2 ECONOMIC DEVELOPMENT ACTION PLAN (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Review and provide direction on an Economic Development Action Plan; and

2. Consider the sequencing and funding of Capital Improvement Program projects.

G.3 REGIONAL ENERGY EFFICIENCY AND WATER CONSERVATION PROGRAM (RICK BISHOP, WRCOG EXECUTIVE DIRECTOR AND BARBARA SPOONHOUR, PROGRAM MANAGER) (PowerPoint Presentation - (Informational Oral Presentation - not for Council action)

G.4 ENTER INTO A CONTRACT WITH THINK TOGETHER, INC., TO OPERATE DAY-TO-DAY ACTIVITIES AND FUNCTIONS INVOLVING THE PROPOSITION 49 ASES GRANT AFTER SCHOOL PROGRAM (Report of Parks and Community Services Department)

Recommendation: That the CSD:
Authorize the City Manager to enter into a contract with THINK Together Inc., to operate day-to-day activities and functions of the City's Proposition 49 state-funded ASES after school grant program, as outlined within the document.

G.5 COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2010 (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council:
Receive and file the Comprehensive Annual Financial Report for the fiscal year that ended June 30, 2010.

G.6 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/Community Redevelopment Agency or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

CLOSED SESSION

A Closed Session of the City Council, Community Services District and Community Redevelopment Agency of the City of Moreno Valley will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

3 SECTION 54957.6 - LABOR NEGOTIATIONS

a) Agency Representative: Henry T. Garcia
Employee Organization: MVCEA

b) Agency Representative: Henry T. Garcia
Employee Organization: MVMA

c) Agency Representative: Henry T. Garcia
Employee Organization: Moreno Valley Confidential Management Employees

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

ADJOURNMENT

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MV00198648

MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
April 12, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Presentation of Award for Excellence in Information Technology Practices to the City's Technology Services Division

2. Proclamation Recognizing National Library Week

3. Proclamation Recognizing Sexual Assault Awareness Month

4. "Spotlight on Moreno Valley Business"

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:30 PM
April 12, 2011

CALL TO ORDER

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:33 p.m. by Mayor Pro Tem Molina in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE – The Pledge of Allegiance was led by Mayor Pro Tem Molina

INVOCATION – Council Member Co

Council:

Jesse L. Molina	Mayor Pro Tem
William H. Batey II	Council Member
Marcelo Co	Council Member

Absent:

Richard A. Stewart	Mayor
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Juliene Clay	Administrative Assistant
Henry T. Garcia	City Manager
Richard Teichert	Financial and Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Acting Assistant City Manager
John Anderson	Police Chief
Steve Curley	Fire Chief
Chris Vogt	Public Works Director
Barry Foster	Community and Economic Development Director
Sonny Morkus	Human Resources Director
Mike McCarty	Parks & Community Services Director

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Pro Tem Molina opened the agenda items for the Consent Calendars for public comments, which were received from Hossein Tajiki (Item A6), Doug Whitney (Item A6), Larry Lange (Item A6) and Tilak Chopra (Item A6).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF MARCH 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of March 16 – April 5, 2011.

A.4 APPROVAL OF THE 2011/2012 FISCAL YEAR STORM WATER PROTECTION PROGRAM BUDGET FOR COUNTY SERVICE AREA (CSA) 152 (Report of: Public Works Department)

Recommendation:
1. Approve the County Service Area (CSA) 152 Budget for FY 2011/2012 in the amount of $537,553; and

2. Authorize the levy of CSA 152 Assessment at $8.15 per Benefit Assessment Unit (BAU) for FY 2011/2012.

A.5 REPLACEMENT OF PLAY STRUCTURES AND PLAYGROUND SURFACING AT JOHN F. KENNEDY VETERANS MEMORIAL PARK AND WOODLAND PARK (ALSO LISTED AS ITEM B.3) (Report of: Parks and Community Services)

Recommendation:
1. Award to Miracle Recreation Equipment Company, 878 E Hwy 60, Monett, MO 65708 for material and labor to replace play

structures and playground surfacing at John F. Kennedy Veterans Memorial Park and Woodland Park; and

2. Authorize the Purchasing Manager to execute a purchase order in an amount not to exceed $ 241,976.03 as appropriated in FY10/11, in account code 461.65329.7500.

A.6 RESOLUTION FOR THE ABATEMENT OF PUBLIC NUISANCES (Report of: Fire Department)

Recommendation:

Adopt Resolution No. 2011-30 of the City of Moreno Valley, California, confirming assessments on certain real properties as outlined in the Property Assessment List in the staff report for the abatement of nuisances.

Resolution No. 2011-30

A Resolution of the City Council of the City of Moreno Valley, California, Confirming Statements of Costs Against Real Property Located in the City of Moreno Valley, for Abatements of Public Nuisances and Direction that said Statements of Costs Constitute a Lien upon said Properties

A.7 REPORT OF PARTIAL REDUCTIONS PROCESSED DURING THE MONTHS OF FEBRUARY AND MARCH 2011 (Report of: Public Works Department)

Recommendation:
No action required.

A.8 PA07-0090 - REDLANDS ELECTRICAL IMPROVEMENTS – UTILITY ELECTRICAL INFRASTRUCTURE – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE UTILITY ELECTRICAL INFRASTRUCTURE AS COMPLETE AND ACCEPTING THE UTILITY ELECTRICAL INFRASTRUCTURE INTO THE CITY'S MAINTAINED SYSTEM, BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET: DEVELOPER – HF LOGISTICS – SKX T1, LLC,MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2011-33 authorizing the acceptance of the Utility Electrical Infrastructure for PA07-0090 - Redlands Electrical Improvements as complete and accepting the Utility

Electrical Infrastructure into the City's maintained system; and

Resolution No. 2011-33

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Utility Electrical Infrastructure for the Redlands Electrical Improvements as Complete within Project PA07-0090, and Accepting the Utility Electrical Infrastructure into the City's Maintained System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.9 APPROVAL OF THE FRANCHISE TAX BOARD AGREEMENT TO SHARE TAX INFORMATION (Report of: Financial & Administrative Services Department)

Recommendation:
Authorize the City Manager or his designee to sign a Franchise Tax Board Agreement that will allow both entities to share tax information confidentially.

A.10 RESOLUTION REGARDING THE LIBERTY QUARRY (Report of: City Manager's Office)

Recommendation:
Discuss and consider Resolution No. 2011-31 regarding the Liberty Quarry.

Resolution No. 2011-31

A Resolution of the City Council of the City of Moreno Valley, California, in Support of the Need for and Benefits of Liberty Quarry

Motion to continue Item A10 to May 10, 2011 by m/Council Member Marcelo Co, s/Council Member William H. Batey II
Approved by a vote of 3-0-2, Mayor Richard A. Stewart, Council Member Robin N. Hastings absent.

A.12 TRACTS 22709, 22709-1, 31128, 31129, & 35760 – MAINTENANCE OF PUBLIC IMPROVEMENTS - ACCEPT AGREEMENT AND IRREVOCABLE LETTER OF CREDIT FOR MAINTENANCE OF THE MORENO BEACH CHANNEL (CHANNEL F) PUBLIC IMPROVEMENTS - DEVELOPER:

WESTERN PACIFIC HOUSING - CORONA, CA 92880 (Report of: Public Works Department)

Recommendation:

1. Accept the Agreement and Irrevocable Letters of Credit for Public Improvements for Tracts 22709, 22709-1, 31128, 31129, & 35760;

2. Authorize the Mayor to execute the agreement;

3. Direct the City Clerk to forward the signed agreement to the County Recorder's office for recordation; and

4. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF MARCH 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

B.3 REPLACEMENT OF PLAY STRUCTURES AND PLAYGROUND SURFACING AT JOHN F. KENNEDY VETERANS MEMORIAL PARK AND WOODLAND PARK (ALSO LISTED AS ITEM A.5) (Report of Parks and Community Services)

Recommendation:

1. Award to Miracle Recreation Equipment Company, 878 E Hwy 60, Monett, MO 65708 for material and labor to replace play structures and playground surfacing at John F. Kennedy Veterans Memorial Park and Woodland Park; and

2. Authorize the Purchasing Manager to execute a purchase order in an amount not to exceed $ 241,976.03 as appropriated in FY10/11, in account code 461.65329.7500.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF MARCH 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR – BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF MARCH 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Calendar Items A1 – D2, except Items A10, which was continued to May 10, 2011 and Item A11, which was pulled for separate discussion/action. Motion by m/Council Member William H.Batey II, s/Council Member Marcelo Co
Approved by a vote of 3-0-2, Mayor Richard A. Stewart, Council Member Robin N. Hastings absent.

E. PUBLIC HEARINGS

AGENDA ORDER

E.2 PUBLIC HEARING REGARDING ISSUANCE OF MULTI-FAMILY HOUSING REVENUE BONDS AND THE ADOPTION OF A RESOLUTION APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES OF MULTI-FAMILY HOUSING REVENUE BONDS FOR HEMLOCK FAMILY APARTMENTS (Report of: Community & Economic Development Department)

Mayor Pro Tem Molina opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Recommendation: That the City Council:

1. Conduct a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, at which it will hear and consider information concerning the issuance by the California Statewide Communities Development Authority of

multifamily housing revenue bonds to finance the acquisition, construction and development of a 77-unit multifamily rental housing project known as Hemlock Family Apartments; and

2. Adopt Resolution No. 2011-32, pursuant to Section 147(f) of the Internal Revenue Code of 1986 approving the issuance of bonds by the California Statewide Communities Development Authority of Multifamily Housing Revenue Bonds for the Hemlock Family Apartments.

Resolution No. 2011-32

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Issuance by the California Statewide Communities Development Authority of Multifamily Housing Revenue Bonds for the Hemlock Family Apartments

Motion to Approve by m/Council Member Marcelo Co, s/Council Member William H. Batey II
Approved by a vote of 3-0-2, Mayor Richard A. Stewart, Council Member Robin N. Hastings absent.

E.1 PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDINGS FOR SOUTHEASTERN CALIF CONF SEV DAY ADVENTIST CHURCH—APN 484-030-015 AND BUDDHADHAMMO TEMPLE—APN 488-210-014 BALLOTING FOR NPDES AND CSD ZONE M (Report of: Public Works Department)

Mayor Pro Tem Molina opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Recommendation: That the City Council:
After conducting the Public Hearing and accepting public testimony:

a. Direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballots for Southeaster Calif Conf Sev Day Adventist–Assessor Parcel Number (APN) 484-030-015 and Buddhadhammo Temple–APN 488-210-014;

Motion to continue APN 488-210-014 to May 26, 2011 by m/Council Member William H. Batey II, s/Council Member Marcelo Co
Approved by a vote of 3-0-2, Mayor Richard A. Stewart, Council Member Robin N. Hastings absent.

Motion to direct the City Clerk to tabulate ballots for APN 484-030-015 by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II

Approved by a vote of 3-0-2, Mayor Richard A. Stewart, Council Member Robin N. Hastings absent.

The City Clerk announced the results as follows:

APN 484-030-015 (NPDES) – "Yes"

b. Verify and accept the result of the mail ballot proceedings as identified on the Official Tally Sheet and APN listing.

c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and

d. If approved, authorize and impose the NPDES maximum connercial/industrial regulatory rate to APN–030–015.

Motion to approve by m/Council Member William H. Batey II and s/Council Member Marcelo Co
Approved by a 3-0-2 vote, Mayor Richard A. Stewart, Council Member Robin N. Hastings absent.

The above motion was to accept results and impose the CSD charges.

Motion to rescind previous motion by m/Council Member William H. Batey II, s/Council Member Marcelo Co
Approved by a 3-0-2 vote, Mayor Richard A. Stewart, Council Member Robin N. Hastings, absent.

Motion to approve by m/Council Member William. H. Batey, s/Council Member Marcelo Co
Approved by a 3-0-2 vote, Mayor Richard A. Stewart, Council Member Robin N. Hastings absent.

Recommendation: That the CSD:
Acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), after conducting the Public Hearing and accepting public testimony.

a. Direct the Secretary of the CSD Board (City Clerk) to tabulate the CSD Zone M ballots for Southeastern Calif Conf Sev Day Adventist–APN 484-030-015 and Buddhadhammo Temple–APN 488-210-014;

Motion to direct the Secretary to tabulate the CSD Zone M ballot for APN 484-030-015 by m/Board Member William H. Batey II, s/Board Member Marcelo Co
Approved by a vote of 3-0-2, President Richard A. Stewart, Board

Member Robin N. Hastings absent.

The City Clerk announced the results as follows:
APN 484-030-015, CSD Zone M – "Yes"

b. Verify and accept the result of the mail ballot proceedings as identified on the Official Tally Sheet and APN listing;

c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and

d. If approved, authorize and impose the annual CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) charges to APNs 484-030-015.

Motion to approve APN 484-030-015 by m/Board Member William H. Batey II, s/Board Member Marcelo Co
Approved by a vote of 3-0-2, President Richard A. Stewart, Board Member Robin N. Hastings absent.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

Mayor Pro Tem Molina opened the agenda item for public comments, which were received from Erica Hopkins, Kama Burton and Dr. Charles Gibson (Breakthrough CDC).

A.11 CONSIDERATION OF A REQUEST FROM BREAKTHROUGH COMMUNITY DEVELOPMENT CORPORATION (BCDC) TO SPONSOR ITS HOPE FOR OUR YOUTH CAMPAIGN (Report of: City Clerk's Department)

Recommendation:
That the City Council consider the request of Breakthrough Community Corporation (BCDC) to sponsor its Hope for Our Youth Campaign (HYC), in the amount of $2,040.

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 3-0-2, Mayor Richard A. Stewart, Council Member Robin N. Hastings absent.

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVIITES (Informational Oral Presentation - not for Council action)

a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

None

G.2 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDINGS FOR POZGAJ FRANK & MARIA FAMILY TRUST—APN 486-240-009 BALLOTING FOR NPDES AND CSD ZONE M AND RIDGE MORENO VALLEY—APNS 297-170-005 AND 297-170-066 BALLOTING FOR NPDES (Report of: Public Works Department)

Mayor Pro Tem Molina opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:
Accept public comments regarding the mail ballot proceedings for Pozgaj Frank & Maria Family Trust—Assessor Parcel Number (APN) 486-240-009 and Ridge Moreno Valley—APNs 297-170-005 and 297-170-066 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate; and

Recommendation: That the CSD:
Acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board") accept public comments regarding the mail ballot proceeding for Pozgaj Frank & Maria Family Trust—APN 486-240-009 for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

No action required.

G.3 APPROVE THE THREE-YEAR DEFICIT ELIMINATION PLAN FOR FISCALYEARS 2011/12 - 2013/14 AND DIRECT STAFF TO IMPLEMENT THE FIRST TWO YEARS OF THE PLAN IN A TWO-YEAR BUDGET FOR FISCAL YEARS 2011/12 AND 2012/13 (Report of: City Manager's Office)

Mayor Pro Tem Molina opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:

1. Approve the Three-Year Deficit Elimination Plan for Fiscal Years 2011/12 through 2013/14; and

2. Direct staff to incorporate the first two years of the plan in a proposed two-year budget for Fiscal Years 2011/12 and 2012/13 for Council consideration.

Motion to continue Item G3 to a Special Meeting on April 19, 2011, approved by m/Council Member William H. Batey II, s/Council Member Marcelo Co
Approved by a vote of 3-0-2, Mayor Richard A. Stewart, Council Member Robin N. Hastings absent.

G.4 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

No reports.

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS – NONE

PUBLIC COMMENTS **ON ANY SUBJECT NOT ON THE AGENDA** UNDER THE JURISDICTION OF THE CITY COUNCIL

Deanna Reader
1. Budget

Ronald Marks
1. Council comments from a previous meeting
2. Fire Flow

Pete Bleckert
1. Agenda packet

Louise Palomar
1. Skechers project

Daryl Terrell
1. Competing on the world stage

Tom Jerele, Sr.
1. Toured Administrative Center of Eastern Municipal Water District
2. Toured Skechers facility

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL,

COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Council Member William H. Batey II

1. Next week the top reading classes will get to see the movie Rio. The top 20 readers will be recognized in May.
2. Made a motion to close tonight's meeting in honor of Mayor Stewart's mother-in-law, Agnes R. Beyer, and condolences to the family.

Council Member Marcelo Co

1. Citizens need to come to the City Council meetings. City leaders must be made aware of what is happening in the city.
2. The cuts being implemented must be even handed.
3. Chief Curley will check on contractors taking pictures of weed abatement and charging the City.
4. People are coming to see the new Skechers building.
5. Progress and jobs are needed. There will be change, and jobs will come to the city.
6. Please support the businesses in Moreno Valley.

Mayor Pro Tem Jesse L. Molina

1. The City needs to come together.
2. The public needs to come to the City Council meetings and make their voices heard.
3. Constituents that call receive attention.
4. Adjourned the meeting in honor of Mayor Stewart's mother-in-law, Agnes R. Beyer.

CLOSED SESSION - Canceled

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:56 p.m. in honor of Mayor Stewart's mother-in-law, Agnes R. Beyer, by unanimous informal consent.

Submitted by:

_____

Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District

Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

_____

Jesse L. Molina, Mayor Pro Tem
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: April 26, 2011

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of April 6-19, 2011.

Reports on Reimbursable Activities April 6-19, 2011		
Council Member	Date	Meeting
William H. Batey II		None
Marcelo Co		None
Robin N. Hastings	4/13/11	Community Connect – Volunteer Hero Awards & Banquet
Jesse L. Molina	4/8/11	Moreno Valley Historical Society Dinner
Richard A. Stewart		None

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: April 26, 2011

TITLE: APPROVAL OF CHECK REGISTER FOR FEBRUARY, 2011

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. 2011-34, approving the Check Register for the month of February, 2011 in the amount of $10,858,661.77.

DISCUSSION

To facilitate Council's review, the Check Register lists in alphabetical order all checks in the amount of $25,000 or greater, followed by a listing in alphabetical order of all checks less than $25,000. The Check Register also includes wire transfers, thus eliminating the need for a separate wire transfer register, as well as the fiscal year-to-date (FYTD) amount paid to each vendor. This report also now includes the location that the check is mailed to, as directed by Council at the March 15, 2011 study session.

FISCAL IMPACT

The disbursements itemized in the attached Check Register are reflected in the adopted FY 2010-11 budgets. Therefore, there is no fiscal impact other than the expenditure of budgeted funds.

ATTACHMENTS/EXHIBITS

Resolution No. 2011-34
Check Register for Month of February, 2011

Prepared By:
Cynthia A. Fortune
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CHECK REGISTER FOR THE MONTH OF FEBRUARY, 2011

WHEREAS, the Financial & Administrative Services Department has prepared and provided the Check Register for the period February 1, 2011 through February 28, 2011, for review and approval by the City Council of the City of Moreno Valley; and

WHEREAS, it is in the best interest of the City that the referenced Check Register be approved.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Check Register for the period February 1, 2011 through February 28, 2011, in the total amount of $10,858,661.77 is approved.

APPROVED AND ADOPTED this 26th day of April, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2011-34 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 26th day of April, 2011 by the following vote:

AYES: Council Members Hastings, Batey, Mayor Pro Tem Molina and Mayor Stewart

NOES: None

ABSENT: Council Member Co

ABSTAIN: None

_____

CITY CLERK

(SEAL)

City of Moreno Valley

Check Register

For Period 2/1/2011 through 2/28/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

ADVANCED ELECTRIC			Remit to: **RIVERSIDE**	**CA**
2/28/2011	206570	32,775.00		
			LABOR TO RETROFIT LAMPS@C.HALL	20,075.00
			LABOR TO RETROFIT LAMPS@FS #48	2,500.00
			LABOR TO RETROFIT LAMPS@FS #65	2,700.00
			LABOR TO RETROFIT LAMPS@SR CTR	7,500.00
	Vendor Total	**32,775.00**		
FYTD for ADVANCED ELECTRIC		**41,029.60**		
AFTERSCHOOL STORE.COM			Remit to: **PALMDALE**	**CA**
2/22/2011	206441	31,910.71		
			AFTERSCHOOL SNACKS-STARS	24,390.71
			AFTERSCHOOL SNACKS-STARS	7,520.00
	Vendor Total	**31,910.71**		
FYTD for AFTERSCHOOL STORE.COM		**234,176.86**		
BEMUS LANDSCAPE, INC.			Remit to: **SAN CLEMENTE**	**CA**
2/22/2011	882146	31,821.89		
			LANDSCAPE MAINT-S AQDCT B	735.00
			LANDSCAPE MAINT-SENIOR CTR	262.50
			LANDSCAPE MAINT-N AQDCT	525.00
			LANDSCAPE MAINT-S AQDCT A	850.50
			LANDSCAPE MAINT-SCE&OLD LAKE D	1,785.00
			LANDSCAPE MAINT-PAN AM SECT	600.00
			LANDSCAPE MAINT-TREE RMVL	1,960.00
			LANDSCAPE MAINT-CFD #1	400.00
			LANDSCAPE MAINT-CFD #1	1,900.00
			LANDSCAPE MAINT-CFD #1	400.00
			LANDSCAPE MAINT-CFD #1	211.00
			LANDSCAPE MAINT-VET MEM	250.00
			LANDSCAPE MAINT-FIRE STATIONS	3,150.00
			LANDSCAPE MAINT-CITY HALL	992.56
			LANDSCAPE MAINT-STARS BLDG	300.00
			LANDSCAPE MAINT-MVU SUBSTN	630.00
			LANDSCAPE MAINT-MVU	480.00
			LANDSCAPE MAINT-LIBRARY	520.00
			LANDSCAPE MAINT-CONF & REC CTR	1,900.00
			LANDSCAPE MAINT-PSB	1,197.58
			LANDSCAPE MAINT-ANML SHLTR	520.00
			LANDSCAPE MAINT-CITY YARD	250.00
			LANDSCAPE MAINT-ANNEX 1	300.00
			LANDSCAPE MAINT-E3	10,625.00
			LANDSCAPE MAINT-E3A	1,000.00
			LANDSCAPE MAINT-E4	77.75
	Vendor Total	**31,821.89**		
FYTD for BEMUS LANDSCAPE, INC.		**382,470.98**		

City of Moreno Valley

Check Register

For Period 2/1/2011 through 2/28/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
C&R CONSTRUCTION GROUP INC, THE			Remit to: **LOOMIS** **CA**	
2/7/2011	206322	50,300.14		
			ALESSANDRO/INDIAN SIDEWLK PROJ	50,300.14
	Vendor Total	**50,300.14**		
FYTD for C&R CONSTRUCTION GROUP INC, THE		**50,300.14**		
COUNTY OF RIVERSIDE FIRE DEPT			Remit to: **PERRIS** **CA**	
2/28/2011	882176	3,235,192.94		
			FPARC-MV-230919,10-11,Q2	3,235,192.94
	Vendor Total	**3,235,192.94**		
FYTD for COUNTY OF RIVERSIDE FIRE DEPT		**9,709,350.68**		
DIVISION OF LABOR STANDARDS ENFORCMENT			Remit to: **LONG BEACH** **CA**	
2/7/2011	206206	42,402.64		
			CWPA PYMT-EMERG OPS CTR PROJ	42,402.64
	Vendor Total	**42,402.64**		
FYTD for DIVISION OF LABOR STANDARDS ENFORCMENT		**42,402.64**		
ECONOMIC DEVELOPMENT AGENCY			Remit to: **RIVERSIDE** **CA**	
2/14/2011	206357	33,275.00		
			LIBRARY AUTOMATION SVCS	33,275.00
	Vendor Total	**33,275.00**		
FYTD for ECONOMIC DEVELOPMENT AGENCY		**93,775.00**		
EMPLOYMENT DEVELOPMENT DEPARTMENT			Remit to:	
2/11/2011	2804	33,812.51		
			STATE INCOME TAX W/H 2/11/11	33,812.51
2/25/2011	2812	34,317.29		
			STATE INCOME TAX W/H 2/25/11	34,317.29
	Vendor Total	**68,129.80**		
FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT		**724,462.41**		
ENCO UTILITY SERVICES MORENO VALLEY LLC			Remit to: **ANAHEIM** **CA**	
2/7/2011	882015	172,666.75		
			DISTRIBUTION CHARGES	163,481.45
			SPCL/TEMP CHARGES	11,671.88
			BAD DEBT DEDUCTION	-2,660.13
			ONLINE UTILITY SVCS	173.55
2/14/2011	882105	47,709.83		
			CAP BANK REPLACEMENT-UTILITY	47,709.83
	Vendor Total	**220,376.58**		
FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC		**1,595,596.52**		

City of Moreno Valley

Check Register

For Period 2/1/2011 through 2/28/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FIRST AMERICAN TRUST, FSB			Remit to: **SANTA ANA** **CA**	
2/1/2011	110205	35,000.00		
			J. GONZALEZ-15736 GRANADA DR	35,000.00
2/24/2011	110218	40,000.00		
			ESCROW DEP FOR TENANT IMPV-YOC	40,000.00
	Vendor Total	**75,000.00**		
FYTD for FIRST AMERICAN TRUST, FSB		**234,906.40**		
GIBBS, GIDEN, LOCHER, TURNER & SENET LLP			Remit to: **LOS ANGELES** **CA**	
2/14/2011	882110	25,396.69		
			LEGAL SERVICES	161.75
			LEGAL SERVICES	1,154.50
			LEGAL SERVICES	769.50
			LEGAL SERVICES	17,741.39
			LEGAL SERVICES	5,569.55
	Vendor Total	**25,396.69**		
FYTD for GIBBS, GIDEN, LOCHER, TURNER & SENET LLP		**141,211.60**		
HILLCREST CONTRACTING, INC			Remit to: **CORONA** **CA**	
2/7/2011	882032	66,224.25		
			DAY ST IMPRVMNTS PROJ SVCS	66,224.25
	Vendor Total	**66,224.25**		
FYTD for HILLCREST CONTRACTING, INC		**2,603,530.00**		
INTERNAL REVENUE SERVICE			Remit to:	
2/11/2011	2803	142,534.94		
			FED INCOME TAX W/H 2/11/11	142,534.94
2/25/2011	2811	144,078.74		
			FED INCOME TAX W/H 2/25/11	144,078.74
	Vendor Total	**286,613.68**		
FYTD for INTERNAL REVENUE SERVICE		**2,355,123.93**		
LAS BRISAS ESCROW			Remit to: **RIVERSIDE** **CA**	
2/10/2011	110206	53,000.00		
			C. ODERO-26850 STORRIE LAKE DR	53,000.00
	Vendor Total	**53,000.00**		
FYTD for LAS BRISAS ESCROW		**53,000.00**		
LEAGUE OF CALIFORNIA CITIES			Remit to: **SACRAMENTO** **CA**	
2/7/2011	206236	31,636.00		
			2011 MEMBERSHIP DUES	31,636.00
	Vendor Total	**31,636.00**		
FYTD for LEAGUE OF CALIFORNIA CITIES		**31,636.00**		

City of Moreno Valley

Check Register

For Period 2/1/2011 through 2/28/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORENO VALLEY UTILITY			Remit to: **HEMET**	**CA**
2/14/2011	206387	51,092.30		
			ELECTRICITY	132.28
			ELECTRICITY	793.48
			ELECTRICITY	238.04
			ELECTRICITY	1,806.39
			ELECTRICITY	8,748.79
			ELECTRICITY	9,120.13
			ELECTRICITY	2,513.57
			ELECTRICITY	4,170.00
			ELECTRICITY	788.18
			ELECTRICITY	1,550.34
			ELECTRICITY	12,112.76
			ELECTRICITY	7,025.60
			ELECTRICITY	199.21
			ELECTRICITY	128.43
			ELECTRICITY	81.65
			ELECTRICITY	61.92
			ELECTRICITY	61.92
			ELECTRICITY	129.96
			ELECTRICITY	67.20
			ELECTRICITY	1,362.45
	Vendor Total	**51,092.30**		
FYTD for MORENO VALLEY UTILITY		**577,789.38**		
NOBLE AMERICAS ENERGY SOLUTIONS			Remit to: **PASADENA**	**CA**
2/7/2011	206256	64,908.00		
			ENERGY SERVICE CHARGES	150,316.86
			ENERGY SERVICE CHARGES	-170,756.11
			ENERGY SERVICE CHARGES	20,439.25
			ENERGY SERVICE CHARGES	-137,424.99
			ENERGY SERVICE CHARGES	137,424.99
			ENERGY SERVICE CHARGES	-52,978.72
			ENERGY SERVICE CHARGES	117,886.72
	Vendor Total	**64,908.00**		
FYTD for NOBLE AMERICAS ENERGY SOLUTIONS		**64,908.00**		
ORANGE COAST TITLE COMPANY			Remit to: **ONTARIO**	**CA**
2/23/2011	110217	30,800.00		
			L. GALLEGOS-13380 BAMBI CT	30,800.00
	Vendor Total	**30,800.00**		
FYTD for ORANGE COAST TITLE COMPANY		**905,658.54**		
PARSONS TRANSPORTATION GROUP, INC.			Remit to: **IRVINE**	**CA**
2/22/2011	206520	34,052.66		
			SR-60/MOR BCH DR INTRCHNG PROJ	34,052.66
	Vendor Total	**34,052.66**		
FYTD for PARSONS TRANSPORTATION GROUP, INC.		**463,466.59**		

City of Moreno Valley

Check Register

For Period 2/1/2011 through 2/28/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PERS HEALTH INSURANCE				Remit to: **SACRAMENTO** **CA**	
	2/8/2011	110203	212,430.18		
				EMPLOYEE HEALTH INS 2/8/11	212,430.18
	Vendor Total		**212,430.18**		
FYTD for PERS HEALTH INSURANCE			**1,602,167.82**		
PERS RETIREMENT				Remit to: **SACRAMENTO** **CA**	
	2/4/2011	2797	202,005.96		
				PERS RETIREMENT 2/4/11	202,005.96
	2/18/2011	2805	201,279.74		
				PERS RETIREMENT 2/18/11	201,279.74
	Vendor Total		**403,285.70**		
FYTD for PERS RETIREMENT			**3,378,239.49**		
RIVERSIDE CONSTRUCTION COMPANY, INC				Remit to: **RIVERSIDE** **CA**	
	2/7/2011	882066	99,450.00		
				IRONWD AVE/DAY ST-BARCLAY PROJ	99,450.00
	2/15/2011	110210	47,641.40		
				RETENTN PYMT PER ESCROW AGRMNT	47,641.40
	Vendor Total		**147,091.40**		
FYTD for RIVERSIDE CONSTRUCTION COMPANY, INC			**1,733,411.50**		
RIVERSIDE COUNTY REGISTRAR OF VOTERS				Remit to: **RIVERSIDE** **CA**	
	2/28/2011	206665	59,580.93		
				ELECTION SERVICES	59,580.93
	Vendor Total		**59,580.93**		
FYTD for RIVERSIDE COUNTY REGISTRAR OF VOTERS			**59,650.93**		

City of Moreno Valley

Check Register

For Period 2/1/2011 through 2/28/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RIVERSIDE COUNTY SHERIFF				Remit to: **RIVERSIDE**	**CA**
	2/14/2011	882127	2,419,139.81		
				CONTRACT LAW ENF BILL # 5	44,172.56
				CONTRACT LAW ENF BILL # 5	726.00
				CONTRACT LAW ENF BILL # 5	1,293,611.02
				CONTRACT LAW ENF BILL # 5	53,191.72
				CONTRACT LAW ENF BILL # 5	334,031.37
				CONTRACT LAW ENF BILL # 5	6,486.48
				CONTRACT LAW ENF BILL # 5	42,811.04
				CONTRACT LAW ENF BILL # 5	7,791.48
				CONTRACT LAW ENF BILL # 5	73,689.82
				CONTRACT LAW ENF BILL # 5	784.96
				CONTRACT LAW ENF BILL # 5	189,443.06
				CONTRACT LAW ENF BILL # 5	4,382.40
				CONTRACT LAW ENF BILL # 5	276,085.78
				CONTRACT LAW ENF BILL # 5	11,431.13
				CONTRACT LAW ENF BILL # 5	35,371.30
				CONTRACT LAW ENF BILL # 5	249.04
				CONTRACT LAW ENF BILL # 5	38,847.70
				CONTRACT LAW ENF BILL # 5	1,427.50
				CONTRACT LAW ENF BILL # 5	267.25
				CONTRACT LAW ENF BILL # 5	4,039.88
				CONTRACT LAW ENF BILL # 5	298.32
	Vendor Total		**2,419,139.81**		
FYTD for RIVERSIDE COUNTY SHERIFF			**17,497,671.70**		
RIVERSIDE COUNTY SHERIFF MV				Remit to: **MORENO VALLEY**	**CA**
	2/14/2011	206404	160,219.00		
				MEMBER ASSESSMENT FY 10/11	160,219.00
	Vendor Total		**160,219.00**		
FYTD for RIVERSIDE COUNTY SHERIFF MV			**175,079.24**		
SOCO GROUP, INC				Remit to: **PERRIS**	**CA**
	2/14/2011	882129	36,683.10		
				FUEL PURCHASE	5,672.03
				FUEL PURCHASE	6,877.32
				FUEL PURCHASE	5,810.01
				FUEL PURCHASE	6,474.74
				FUEL PURCHASE	5,910.13
				FUEL PURCHASE	5,938.87
	Vendor Total		**36,683.10**		
FYTD for SOCO GROUP, INC			**201,140.88**		

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SOUTHERN CALIFORNIA EDISON			Remit to: **ROSEMEAD**	**CA**
2/7/2011	206289	28,997.45		
			WDAT CHARGES-SUBSTATION	10,447.31
			WDAT CHARGES-FREDERICK	2,070.72
			WDAT CHARGES-NANDINA	3,122.51
			WDAT CHARGES-GLOBE	6,795.72
			WDAT CHARGES-GRAHAM	3,935.97
			WDAT CHARGES-IRIS	2,625.22
2/14/2011	206415	139,536.80		
			ELECTRICITY	65.72
			ELECTRICITY	314.18
			ELECTRICITY	44.02
			ELECTRICITY	920.73
			ELECTRICITY	871.23
			ELECTRICITY	1,053.06
			ELECTRICITY	2,171.93
			ELECTRICITY	96,190.71
			ELECTRICITY	36,951.08
			ELECTRICITY	502.77
			ELECTRICITY	130.68
			ELECTRICITY	22.04
			ELECTRICITY	24.36
			ELECTRICITY	70.14
			ELECTRICITY	70.00
			ELECTRICITY	89.13
			ELECTRICITY	45.02
2/22/2011	206538	31,618.24		
			ELECTRICITY	511.16
			ELECTRICITY	191.56
			ELECTRICITY	23.06
			ELECTRICITY	5,717.25
			ELECTRICITY	756.20
			ELECTRICITY	149.89
			ELECTRICITY	2,578.61
			ELECTRICITY	19.24
			ELECTRICITY	2,203.51
			ELECTRICITY	531.96
			ELECTRICITY	1,646.64
			ELECTRICITY	556.67
			ELECTRICITY	715.83
			ELECTRICITY	235.12
			ELECTRICITY	4,204.04
			ELECTRICITY	1,017.99
			ELECTRICITY	1,246.23
			ELECTRICITY	21.84
			ELECTRICITY	201.75
			ELECTRICITY	5,544.95
			ELECTRICITY	1,778.69
			ELECTRICITY	272.24
			ELECTRICITY	433.87
			ELECTRICITY	664.72
			ELECTRICITY	203.44
			ELECTRICITY	191.78

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
	Vendor Total	200,152.49		
FYTD for SOUTHERN CALIFORNIA EDISON		1,966,055.16		
SOUTHERN CALIFORNIA EDISON CO.			Remit to: **ROMOLAND**	**CA**
2/7/2011	206292	56,569.56		
			LINE EXTENSION-NASON/ELDER SIG	56,569.56
	Vendor Total	56,569.56		
FYTD for SOUTHERN CALIFORNIA EDISON CO.		57,120.17		
STANDARD INSURANCE CO			Remit to: **PORTLAND**	**OR**
2/22/2011	206540	30,183.70		
			LIFE & DISABILITY INSURANCE	11,757.33
			LIFE & DISABILITY INSURANCE	18,331.65
			LIFE & DISABILITY INSURANCE	94.72
	Vendor Total	30,183.70		
FYTD for STANDARD INSURANCE CO		261,924.70		
STEWART TITLE OF CALIFORNIA			Remit to: **IRVINE**	**CA**
2/15/2011	110215	35,262.00		
			ACQ & ESCROW-14739 PERRIS BLVD	35,262.00
	Vendor Total	35,262.00		
FYTD for STEWART TITLE OF CALIFORNIA		419,518.56		
STK ARCHITECTURE, INC.			Remit to: **SAN JACINTO**	**CA**
2/28/2011	882197	46,482.02		
			MORRISON PRK FIRE STATION PROJ	46,482.02
	Vendor Total	46,482.02		
FYTD for STK ARCHITECTURE, INC.		317,222.19		
U.S. BANK/CALCARDS			Remit to: **ST. LOUIS**	**MO**
2/1/2011	110204	119,812.31		
			CALCARD PYMT CYCLE END 1/24/11	119,812.31
2/17/2011	110216	51,971.50		
			CALCARD PYMT CYCLE END 02/07/1	51,971.50
	Vendor Total	171,783.81		
FYTD for U.S. BANK/CALCARDS		1,293,128.81		
UNITED CONTRACTORS COMPANY INC.			Remit to: **ANAHEIM**	**CA**
2/7/2011	882083	58,733.14		
			RETENT-STOP NOTICE RLS/RBRTSON	5,193.00
			CWPA FUNDS RELEASED PER AGRMNT	53,540.14
	Vendor Total	58,733.14		
FYTD for UNITED CONTRACTORS COMPANY INC.		1,061,053.50		

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WELLS FARGO CORPORATE TRUST				Remit to: **LOS ANGELES** **CA**	
	2/24/2011	110219	977,202.57		
				DEBT SERVICE-SPECIAL TAXES	977,202.57
	Vendor Total		**977,202.57**		
FYTD for WELLS FARGO CORPORATE TRUST			**6,757,269.18**		
	Subtotal		**9,479,707.69**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)

CHECKS LESS THAN $25,000

P&P UNIFORMS				Remit to: **RIVERSIDE** **CA**	
	2/28/2011	206566	345.76		
				UNIFORMS-FIRE PREV	345.76
	Vendor Total		**345.76**		
FYTD for P&P UNIFORMS			**345.76**		
THIRTY - SEVEN MORENO VALLEY, LLC				Remit to: **ALISO VIEJO** **CA**	
	2/14/2011	206323	57.00		
				REFUND-BUS LIC OVRPMT	57.00
	Vendor Total		**57.00**		
FYTD for THIRTY - SEVEN MORENO VALLEY, LLC			**57.00**		
4G WIRELESS, INC				Remit to: **IRVINE** **CA**	
	2/22/2011	206437	51.00		
				REFUND-BUS LIC OVRPMT	51.00
	Vendor Total		**51.00**		
FYTD for 4G WIRELESS, INC			**51.00**		
A & I REPROGRAPHICS	**2406362**			Remit to: **ALHAMBRA** **CA**	
	2/7/2011	206167	2,695.10		
				RPRGRPHC SVCS-PAVEMNT RESURF.	1,145.67
				RPRGRPHC SVCS-PAVEMNT RESURF.	771.58
				RPRGRPHC SVCS-SR60/NASON PROJ	777.85
	2/22/2011	206438	282.97		
				RPRGRPHC SVCS-PERRIS BL WIDEN	282.97
	Vendor Total		**2,978.07**		
FYTD for A & I REPROGRAPHICS	**2406362**		**23,997.34**		
A A A PAVING COMPNAY				Remit to: **RIALTO** **CA**	
	2/7/2011	206168	81.93		
				REFUND-BUS LIC OVRPMT	81.93
	Vendor Total		**81.93**		
FYTD for A A A PAVING COMPNAY			**81.93**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ACCOUNTEMPS				Remit to: **SAN FRANCISCO** **CA**	
	2/7/2011	206169	5,749.98		
				TEMP SVCS-V ARGUTA W/E 12/31	1,476.54
				TEMP SVCS-V ARGUTA W/E 1/07	2,016.05
				TEMP SVCS-V ARGUTA W/E 1/14	2,214.81
				TEMP SVCS-V ARGUTA W/E 1/07	42.58
	2/14/2011	206324	3,875.91		
				TEMP SVCS-V ARGUTA W/E 1/21	1,661.10
				TEMP SVCS-V ARGUTA W/E 1/28	2,214.81
	2/28/2011	206567	2,214.81		
				TEMP SVCS-V ARGUTA W/E 2/4/11	2,214.81
	Vendor Total		**11,840.70**		
FYTD for ACCOUNTEMPS			**18,996.15**		
ACE CASH EXPRESS #4181				Remit to: **IRVING** **TX**	
	2/7/2011	206170	82.29		
				REFUND-BUS LIC OVRPMT	82.29
	Vendor Total		**82.29**		
FYTD for ACE CASH EXPRESS #4181			**82.29**		
ACE FOOTWARE				Remit to: **VAN NUYS** **CA**	
	2/28/2011	206568	20.67		
				REFUND-BUS LIC OVRPMT	20.67
	Vendor Total		**20.67**		
FYTD for ACE FOOTWARE			**20.67**		
ADAMS, MARK L.				Remit to: **REDLANDS** **CA**	
	2/7/2011	881997	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for ADAMS, MARK L.			**2,549.84**		
ADLERHORST INTERNATIONAL INC.				Remit to: **RIVERSIDE** **CA**	
	2/7/2011	881998	283.34		
				K-9 TRAINING-PD	283.34
	2/14/2011	882095	36.98		
				MISC EQUIPMENT-PD K9	36.98
	Vendor Total		**320.32**		
FYTD for ADLERHORST INTERNATIONAL INC.			**19,177.41**		

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ADMINSURE				Remit to: **DIAMOND BAR** **CA**	
	2/14/2011	206325	2,600.00		
				WRKMNS COMP ADMIN SVCS	2,600.00
	Vendor Total		**2,600.00**		
FYTD for ADMINSURE			**20,800.00**		
ADRIANA'S INSURANCE				Remit to: **MORENO VALLEY** **CA**	
	2/28/2011	206569	20.00		
				REFUND-BUS LIC OVRPMT	20.00
	Vendor Total		**20.00**		
FYTD for ADRIANA'S INSURANCE			**20.00**		
ADT SECURITY SERVICES				Remit to: **RIVERSIDE** **CA**	
	2/22/2011	206439	373.00		
				REFUND-FIRE FEES	352.00
				REFUND-FIRE FEES	21.00
	Vendor Total		**373.00**		
FYTD for ADT SECURITY SERVICES			**373.00**		
ADVANCED ELECTRIC				Remit to: **RIVERSIDE** **CA**	
	2/7/2011	206171	963.00		
				INSTALLATION SVCS-PD	142.00
				INSTALLATION SVCS-PD	821.00
	2/22/2011	206440	50.00		
				REFUND-BUS LIC OVRPMT	50.00
	Vendor Total		**1,013.00**		
FYTD for ADVANCED ELECTRIC			**41,029.60**		
AEI-CASC ENGINEERING				Remit to: **COLTON** **CA**	
	2/14/2011	882096	650.00		
				DAY ST IMPRVMNTS PROJ SVCS	650.00
	2/22/2011	882140	311.00		
				CONSULTING SVCS-WQMP	311.00
	Vendor Total		**961.00**		
FYTD for AEI-CASC ENGINEERING			**11,259.04**		
AHLERS, ROSCEAL				Remit to: **HEMET** **CA**	
	2/14/2011	206326	190.00		
				INSTRUCTION SVCS-5 DAYS	190.00
	Vendor Total		**190.00**		
FYTD for AHLERS, ROSCEAL			**798.00**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
AIR CLEANING SYSTEMS INC.			Remit to: **POMONA** **CA**	
2/7/2011	881999	195.00		
			MAINT SERVICES-FS#91	195.00
2/14/2011	882097	274.39		
			PLYMOVENT MAINT-FIRE	170.00
			PLYMOVENT MAINT-FIRE	104.39
	Vendor Total	**469.39**		
FYTD for AIR CLEANING SYSTEMS INC.		**3,848.60**		
AIRPLUS OF CALIFORNIA, INC			Remit to: **CORONA** **CA**	
2/7/2011	206172	12.77		
			REFUND-BUS LIC OVRPMT	12.77
	Vendor Total	**12.77**		
FYTD for AIRPLUS OF CALIFORNIA, INC		**12.77**		
ALBERTO, MARCELINO			Remit to: **MORENO VALLEY** **CA**	
2/28/2011	206571	30.00		
			REFUND-FALSE ALARM	30.00
	Vendor Total	**30.00**		
FYTD for ALBERTO, MARCELINO		**30.00**		
ALICE R. PAREDES AND CARLOS ORNELAS			Remit to: **MORENO VALLEY** **CA**	
2/7/2011	206173	16,500.00		
			MOBILEHOME ACQUIS. PER AGRMNT	9,000.00
			PURCHASE PRICE DIFFERENTIAL	7,500.00
	Vendor Total	**16,500.00**		
FYTD for ALICE R. PAREDES AND CARLOS ORNELAS		**18,650.00**		
ALICEA, RICHARD			Remit to: **MORENO VALLEY** **CA**	
2/14/2011	206327	149.04		
			MILEAGE REIMBURSEMENT	45.00
			MILEAGE REIMBURSEMENT	104.04
	Vendor Total	**149.04**		
FYTD for ALICEA, RICHARD		**803.04**		
ALL DISCOUNT INSURANCE SERVICE, INC.			Remit to: **MORENO VALLEY** **CA**	
2/22/2011	206442	43.50		
			REFUND-BUS LIC OVRPMT	43.50
	Vendor Total	**43.50**		
FYTD for ALL DISCOUNT INSURANCE SERVICE, INC.		**43.50**		

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ALLIANCE BUS LINES INC				Remit to: **ONTARIO** **CA**	
	2/14/2011	206328	759.90		
				TRANSPORTATION SVCS-STARS	379.95
				TRANSPORTATION SVCS-STARS	379.95
	2/22/2011	206443	3,418.60		
				TRANSPORTATION SVCS-STARS	379.95
				TRANSPORTATION SVCS-STARS	379.95
				TRANSPORTATION SVCS-STARS	379.95
				TRANSPORTATION SVCS-STARS	379.95
				TRANSPORTATION SVCS-STARS	379.95
				TRANSPORTATION SVCS-STARS	379.95
				TRANSPORTATION SVCS-STARS	379.00
				TRANSPORTATION SVCS-STARS	379.95
				TRANSPORTATION SVCS-STARS	379.95
	Vendor Total		**4,178.50**		
FYTD for ALLIANCE BUS LINES INC			**11,287.77**		
ALLIANZ LIFE INSURANCE CO				Remit to: **NEWARK** **NJ**	
	2/14/2011	206329	75.00		
				NON-EXEMPT ANNUITY	75.00
	Vendor Total		**75.00**		
FYTD for ALLIANZ LIFE INSURANCE CO			**600.00**		
ALLIED BARTON SECURITY SERVICES, LP				Remit to: **CONSHOHOCKEN** **PA**	
	2/22/2011	206444	40.43		
				REFUND-BUS LIC OVRPMT	40.43
	Vendor Total		**40.43**		
FYTD for ALLIED BARTON SECURITY SERVICES, LP			**40.43**		
ALMETEK				Remit to: **HACKETTSTOWN** **NJ**	
	2/7/2011	206174	4,629.80		
				PAINTED MARKER-RECYCLING PRGM	4,070.00
				CAULK ADHESIVE-RECYCLING PRGM	184.80
				SHIPPING-RECYCLING PRGM	375.00
				SALES TAX-RECYCLING PRGM	372.30
				SALES TAX ACCRUAL-RECYCLING PR	-372.30
	Vendor Total		**4,629.80**		
FYTD for ALMETEK			**4,629.80**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
AMERICAN FORENSIC NURSES			Remit to: **PALM SPRINGS**	**CA**
2/7/2011	882000	862.68		
			BLOOD DRAWS-PD	41.08
			BLOOD DRAWS-PD	821.60
2/22/2011	882141	82.16		
			BLOOD DRAWS-PD	82.16
2/28/2011	882173	2,043.60		
			BLOOD DRAWS-PD	82.16
			BLOOD DRAWS-PD	41.08
			BLOOD DRAWS-PD	1,920.36
	Vendor Total	**2,988.44**		
FYTD for AMERICAN FORENSIC NURSES		**20,631.86**		
AMERICAN PERSONNEL SERVICE, #1419			Remit to: **BREA**	**CA**
2/28/2011	206572	42.53		
			REFUND-BUS LIC OVRPMT	42.53
	Vendor Total	**42.53**		
FYTD for AMERICAN PERSONNEL SERVICE, #1419		**42.53**		
AMERICAN QUICK PRINTING			Remit to: **MORENO VALLEY**	**CA**
2/7/2011	882001	2,175.00		
			DOOR NOTICES-ANML CNTRL	2,000.00
			DOOR NOTICES-ANML CNTRL	175.00
	Vendor Total	**2,175.00**		
FYTD for AMERICAN QUICK PRINTING		**2,412.08**		
AMERICAN TOWERS			Remit to: **CHARLOTTE**	**NC**
2/7/2011	206175	2,573.48		
			LEASE AGREEMENT	2,573.48
	Vendor Total	**2,573.48**		
FYTD for AMERICAN TOWERS		**12,867.40**		
AMERIGAS PROPANE LP			Remit to: **BLOOMINGTON**	**CA**
2/22/2011	206445	218.69		
			PROPANE PURCHASE-FS#6	218.69
	Vendor Total	**218.69**		
FYTD for AMERIGAS PROPANE LP		**268.72**		
AMTECH ELEVATOR SERVICES			Remit to: **ANAHEIM**	**CA**
2/7/2011	206176	121.92		
			ELEVATOR SVC-CITY HALL	121.92
	Vendor Total	**121.92**		
FYTD for AMTECH ELEVATOR SERVICES		**1,393.61**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ANDREWS INTERNATIONAL, INC			Remit to: **NEW YORK** **NY**	
2/28/2011	206573	50.50		
			REFUND-BUS LIC OVRPMT	50.50
	Vendor Total	**50.50**		
FYTD for ANDREWS INTERNATIONAL, INC		**50.50**		
ANGELA NAILS & SPA			Remit to: **MORENO VALLEY** **CA**	
2/28/2011	206574	82.69		
			REFUND-BUS LIC OVRPMT	82.69
	Vendor Total	**82.69**		
FYTD for ANGELA NAILS & SPA		**82.69**		
ANIMAL EMERGENCY CLINIC, INC.			Remit to: **GRAND TERRACE** **CA**	
2/22/2011	882142	490.00		
			EMERGENCY VET SVCS-ANML SHLTR	415.00
			EMERGENCY VET SVCS-ANML SHLTR	75.00
	Vendor Total	**490.00**		
FYTD for ANIMAL EMERGENCY CLINIC, INC.		**1,910.00**		
ANIMAL PEST MANAGEMENT SERVICES, INC.			Remit to: **CHINO** **CA**	
2/22/2011	206446	440.00		
			PEST CNTRL SVC-CFD #1	160.00
			PEST CNTRL SVC-GOLF COURSE	180.00
			PEST CNTRL SVC-STARS BLDG	100.00
2/28/2011	206575	1,350.00		
			PEST CNTRL SVC-PARKS	665.00
			PEST CNTRL SVC-PARKS	255.00
			PEST CNTRL SVC-MARCH FLDS	330.00
			PEST CNTRL SVC-PAL	100.00
	Vendor Total	**1,790.00**		
FYTD for ANIMAL PEST MANAGEMENT SERVICES, INC.		**14,320.00**		
ARCHIVE MANAGEMENT SERVICE			Remit to: **RIVERSIDE** **CA**	
2/22/2011	882143	1,318.60		
			OFF SITE STORAGE-CITY CLERKS	1,318.60
	Vendor Total	**1,318.60**		
FYTD for ARCHIVE MANAGEMENT SERVICE		**11,171.97**		
ARDA, VALERIANO JR.			Remit to: **MORENO VALLEY** **CA**	
2/28/2011	206576	20.00		
			REFUND-RABIES DEP	20.00
	Vendor Total	**20.00**		
FYTD for ARDA, VALERIANO JR.		**20.00**		

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ARROWHEAD WATER				Remit to: **COLTON** **CA**	
	2/7/2011	206177	250.00		
				WATER PURIF RNTL-ANML SHLTR	50.00
				WATER PURIF RNTL-ANML SHLTR	50.00
				WATER PURIF RNTL-SENIOR CTR	25.00
				WATER PURIF RNTL-SPCL DIST	25.00
				WATER PURIF RNTL-TS ANNX	25.00
				WATER PURIF RNTL-FACILITIES	25.00
				WATER PURIF RNTL-CONF & REC CT	25.00
				WATER PURIF RNTL-EOC	25.00
	2/14/2011	206330	25.00		
				WATER PURIF RNTL-STARS	25.00
	2/28/2011	206577	340.78		
				WATER PURIF RNTL-CITY HALL	125.01
				WATER PURIF RNTL-CITY YARD	25.00
				WATER PURIF RNTL-TRFFC TRLR	25.00
				WATER PURIF RNTL-LIBRARY	25.00
				WATER PURIF RNTL-FS #6	25.00
				WATER PURIF RNTL-FS #48	25.00
				WATER PURIF RNTL-FS #2	25.00
				WATER PURIF RNTL-FS #58	15.77
				WATER PURIF RNTL-FS #91	25.00
				WATER PURIF RNTL-FS #65	25.00
	Vendor Total		**615.78**		
FYTD for ARROWHEAD WATER			**4,802.84**		
ARTIE FIELDS				Remit to: **SALINAS** **CA**	
	2/28/2011	206578	716.20		
				EXPENSE REIMBURSEMENT	716.20
	Vendor Total		**716.20**		
FYTD for ARTIE FIELDS			**716.20**		
ARTISTIC MAINTENACE, INC				Remit to: **LAKE FOREST** **CA**	
	2/28/2011	206579	57.95		
				REFUND-BUS LIC OVRPMT	57.95
	Vendor Total		**57.95**		
FYTD for ARTISTIC MAINTENACE, INC			**57.95**		
ASG FACILITY				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206178	384.00		
				INSTRUCTOR SVCS-MARTIAL ARTS	80.00
				INSTRUCTOR SVCS-BOXING	60.00
				INSTRUCTOR SVCS-JIU JITSU	136.00
				INSTRUCTOR SVCS-WRESTLING	48.00
				INSTRUCTOR SVCS-BOXING	60.00
	Vendor Total		**384.00**		
FYTD for ASG FACILITY			**2,261.60**		

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ASIAN IMPORT MARKET				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206179	91.32		
				REFUND-BUS LIC OVRPMT	91.32
	Vendor Total		**91.32**		
FYTD for ASIAN IMPORT MARKET			**91.32**		
AT&T MOBILITY				Remit to: **CAROL STREAM** **IL**	
	2/28/2011	206580	91.98		
				CELL PHONE SVCS-PD MBL COMM	91.98
	Vendor Total		**91.98**		
FYTD for AT&T MOBILITY			**826.76**		
AT&T/MCI				Remit to: **WEST SACRAMENTO** **CA**	
	2/7/2011	206180	183.36		
				COMMUNICATION SVCS-PD	183.36
	2/28/2011	206581	183.36		
				COMMUNICATION SVCS-PD	183.36
	Vendor Total		**366.72**		
FYTD for AT&T/MCI			**1,651.38**		
ATOM, INC				Remit to: **HEMET** **CA**	
	2/28/2011	206582	12,581.10		
				SUNNYMD BLVD PAVEMNT RESURF.	12,581.10
	Vendor Total		**12,581.10**		
FYTD for ATOM, INC			**12,581.10**		
AUNTIE ANNE'S PRETZELS				Remit to: **GLENDALE** **CA**	
	2/7/2011	206181	67.02		
				REFUND-BUS LIC OVRPMT	67.02
	Vendor Total		**67.02**		
FYTD for AUNTIE ANNE'S PRETZELS			**67.02**		
AURE, MARK & DAISY				Remit to: **MORENO VALLEY** **CA**	
	2/22/2011	206447	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for AURE, MARK & DAISY			**20.00**		
AUTOMATIC STOREFRONT SERVICE, INC.				Remit to: **CHINO** **CA**	
	2/14/2011	206331	841.36		
				DOOR REPAIR-CNCL CHMBRS	841.36
	Vendor Total		**841.36**		
FYTD for AUTOMATIC STOREFRONT SERVICE, INC.			**1,928.24**		

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AXIS APPAREL				Remit to: **MORENO VALLEY** **CA**	
	2/22/2011	206565	2,001.00		
				STAFF SHIRTS-STARS	2,001.00
	Vendor Total		**2,001.00**		
FYTD for AXIS APPAREL			**5,442.94**		
AYALA, NANNERL A.				Remit to: **RIVERSIDE** **CA**	
	2/28/2011	206583	218.29		
				REIMB-MMASC WINTER FORUM CONF.	65.79
				PER DIEM-USED OIL/HHW TRN/CONF	152.50
	Vendor Total		**218.29**		
FYTD for AYALA, NANNERL A.			**485.46**		
BACHER, GRACE				Remit to: **HEMET** **CA**	
	2/7/2011	206182	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for BACHER, GRACE			**2,471.06**		
BAKER CORP				Remit to: **SEAL BEACH** **CA**	
	2/28/2011	206584	34.66		
				REFUND-BUS LIC OVRPMT	34.66
	Vendor Total		**34.66**		
FYTD for BAKER CORP			**34.66**		
BALANCIER, EARL				Remit to: **PERRIS** **CA**	
	2/22/2011	206448	608.00		
				INSTRUCTION SVCS-16 DAYS	608.00
	Vendor Total		**608.00**		
FYTD for BALANCIER, EARL			**608.00**		
BANK OF AMERICA, N.A.				Remit to: **CHARLOTTE** **NC**	
	2/22/2011	206449	30.00		
				REFUND-DUP FALSE ALARM FEE	30.00
	Vendor Total		**30.00**		
FYTD for BANK OF AMERICA, N.A.			**60.00**		
BAO, TRAN THINH				Remit to: **RIVERSIDE** **CA**	
	2/14/2011	206332	429.50		
				REFUND-CITATION FEE	429.50
	Vendor Total		**429.50**		
FYTD for BAO, TRAN THINH			**429.50**		

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BARNES, DARLENE				Remit to: **CHERRY VALLEY** **CA**	
	2/7/2011	882002	119.73		
				RETIREE MED JAN '11	119.73
	2/28/2011	206585	0.00		
				JUNE'09 RETIREE MED BENEFIT	110.82
				VOIDED CHECK #206585 ON2/28/11	-110.82
	Vendor Total		**119.73**		
FYTD for BARNES, DARLENE			**1,035.73**		
BARON POOL PLASTERING OF SO. CA.				Remit to: **SAN BERNARDINO** **CA**	
	2/28/2011	206586	225.33		
				REFUND-BUS LIC OVRPMT	225.33
	Vendor Total		**225.33**		
FYTD for BARON POOL PLASTERING OF SO. CA.			**225.33**		
BARR, WILLIAM OR LILLIE M.				Remit to: **MORENO VALLEY** **CA**	
	2/28/2011	206587	15.89		
				REFUND-CITATION OVRPMT	15.89
	Vendor Total		**15.89**		
FYTD for BARR, WILLIAM OR LILLIE M.			**15.89**		
BARWINSKI, CHRISTOPHER				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206183	70.00		
				SPORTS OFFICIATING SVCS	70.00
	Vendor Total		**70.00**		
FYTD for BARWINSKI, CHRISTOPHER			**857.50**		
BASIC BACKFLOW				Remit to: **SAN BERNARDINO** **CA**	
	2/7/2011	206321	120.00		
				BACKFLOW TESTING-PARKS	90.00
				BACKFLOW TESTING-PARKS	30.00
	2/22/2011	882145	240.00		
				BACKFLOW TESTING-PARKS	240.00
	Vendor Total		**360.00**		
FYTD for BASIC BACKFLOW			**1,632.56**		
BEAR VALLEY CLEANERS				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206184	94.03		
				REFUND-BUS LIC OVRPMT	94.03
	Vendor Total		**94.03**		
FYTD for BEAR VALLEY CLEANERS			**94.03**		

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BEAZER HOMES				Remit to: **BREA** **CA**	
	2/14/2011	206333	485.78		
				REFUND-BUS LIC OVRPMT	485.78
	Vendor Total		**485.78**		
FYTD for BEAZER HOMES			**485.78**		
BECKNER, PATRICK				Remit to: **MURRIETA** **CA**	
	2/7/2011	206185	1,313.32		
				RETIREE MED AUG '10-JAN '11	1,313.32
	Vendor Total		**1,313.32**		
FYTD for BECKNER, PATRICK			**2,013.93**		
BEMUS LANDSCAPE, INC.				Remit to: **SAN CLEMENTE** **CA**	
	2/28/2011	882174	16,018.60		
				LANDSCAPE MAINT-E4	15,650.96
				LANDSCAPE MAINT-E4A	367.64
	Vendor Total		**16,018.60**		
FYTD for BEMUS LANDSCAPE, INC.			**382,470.98**		
BENESYST, INC.				Remit to: **MINNEAPOLIS** **MN**	
	2/28/2011	206588	413.12		
				FLEX ADMIN SVCS-HR	208.12
				COBRA ADMIN SVCS-HR	205.00
	Vendor Total		**413.12**		
FYTD for BENESYST, INC.			**4,892.80**		
BENITEZ, EDGAR				Remit to: **MORENO VALLEY** **CA**	
	2/28/2011	206589	100.00		
				REFUND-CITATION DISMISSED	100.00
	Vendor Total		**100.00**		
FYTD for BENITEZ, EDGAR			**100.00**		
BESAM U S, INC				Remit to: **MONROE** **NC**	
	2/22/2011	206450	60.34		
				REFUND-BUS LIC OVRPMT	60.34
	Vendor Total		**60.34**		
FYTD for BESAM U S, INC			**60.34**		
BEST CALIFORNIA GAS, LTD, #353				Remit to: **SANTA FE SPRING** **CA**	
	2/28/2011	206590	73.74		
				REFUND-BUS LIC OVRPMT	73.74
	Vendor Total		**73.74**		
FYTD for BEST CALIFORNIA GAS, LTD, #353			**73.74**		

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BIO-TOX LABORATORIES				Remit to: **RIVERSIDE** **CA**	
	2/7/2011	206186	7,535.46		
				TOXICOLOGY TESTING-PD	1,237.36
				TOXICOLOGY TESTING-PD	6,298.10
	Vendor Total		**7,535.46**		
FYTD for BIO-TOX LABORATORIES			**44,374.69**		
BLAIR, CHERYL				Remit to: **RIVERSIDE** **CA**	
	2/22/2011	206451	297.00		
				INSTRUCTOR SVCS-BELLY DANCING	270.00
				INSTRUCTOR SVCS-BELLY DANCING	27.00
	Vendor Total		**297.00**		
FYTD for BLAIR, CHERYL			**1,674.00**		
BLINDS 4 LESS				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206187	55.75		
				REFUND-BUS LIC OVRPMT	55.75
	Vendor Total		**55.75**		
FYTD for BLINDS 4 LESS			**892.43**		
BOBO II, FELIX				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	206334	92.31		
				MILEAGE REIMBURSEMENT	92.31
	Vendor Total		**92.31**		
FYTD for BOBO II, FELIX			**907.81**		
BOSE, TIFFANY				Remit to: **CORONA** **CA**	
	2/28/2011	206591	53.55		
				MILEAGE REIMBURSEMENT	53.55
	Vendor Total		**53.55**		
FYTD for BOSE, TIFFANY			**53.55**		
BOY SCOUTS OF AMERICA				Remit to: **REDLANDS** **CA**	
	2/22/2011	206452	615.00		
				REFUND-RNTL DEP 2/5/11	615.00
	Vendor Total		**615.00**		
FYTD for BOY SCOUTS OF AMERICA			**615.00**		
BRAY, JR., LYLE DEAN				Remit to: **CORONA** **CA**	
	2/14/2011	206335	266.00		
				INSTRUCTION SVCS-7 DAYS	266.00
	Vendor Total		**266.00**		
FYTD for BRAY, JR., LYLE DEAN			**266.00**		

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BRINTLE, AMBER				Remit to: **PERRIS** **CA**	
	2/22/2011	206453	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for BRINTLE, AMBER			**20.00**		
BROADSTONE VISTAS, LLC				Remit to: **PHOENIX** **AZ**	
	2/22/2011	206454	30.00		
				REFUND-FALSE ALARM	30.00
	Vendor Total		**30.00**		
FYTD for BROADSTONE VISTAS, LLC			**60.00**		

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BRODART CO.				Remit to: **WILLIAMSPORT** **PA**	
	2/7/2011	882004	3,297.43		
				MISC BOOKS-LIBRARY	50.30
				MISC BOOKS-LIBRARY	559.42
				MISC BOOKS-LIBRARY	79.82
				MISC BOOKS-LIBRARY	436.60
				MISC BOOKS-LIBRARY	38.65
				MISC BOOKS-LIBRARY	43.14
				MISC BOOKS-LIBRARY	190.31
				MISC BOOKS-LIBRARY	21.98
				MISC BOOKS-LIBRARY	85.03
				MISC BOOKS-LIBRARY	87.37
				MISC BOOKS-LIBRARY	21.96
				MISC BOOKS-LIBRARY	20.79
				MISC BOOKS-LIBRARY	114.18
				MISC BOOKS-LIBRARY	274.12
				MISC BOOKS-LIBRARY	452.69
				MISC BOOKS-LIBRARY	52.48
				MISC BOOKS-LIBRARY	21.38
				MISC BOOKS-LIBRARY	70.45
				MISC BOOKS-LIBRARY	23.85
				MISC BOOKS-LIBRARY	25.31
				MISC BOOKS-LIBRARY	29.41
				MISC BOOKS-LIBRARY	126.08
				MISC BOOKS-LIBRARY	39.57
				MISC BOOKS-LIBRARY	139.62
				MISC BOOKS-LIBRARY	43.23
				MISC BOOKS-LIBRARY	249.69
	2/14/2011	882098	51.35		
				MISC BOOKS-LIBRARY	29.37
				MISC BOOKS-LIBRARY	21.98
	2/22/2011	882147	658.53		
				MISC BOOKS-LIBRARY	38.61
				MISC BOOKS-LIBRARY	18.36
				MISC BOOKS-LIBRARY	43.74
				MISC BOOKS-LIBRARY	167.83
				MISC BOOKS-LIBRARY	91.53
				MISC BOOKS-LIBRARY	185.68
				MISC BOOKS-LIBRARY	83.41
				MISC BOOKS-LIBRARY	29.37
	Vendor Total		**4,007.31**		
FYTD for BRODART CO.			**28,632.57**		
BUCKINGHAM PROPERTY MANAGEMENT				Remit to: **FRESNO** **CA**	
	2/7/2011	206188	34.88		
				REFUND-BUS LIC OVRPMT	34.88
	Vendor Total		**34.88**		
FYTD for BUCKINGHAM PROPERTY MANAGEMENT			**34.88**		

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BUCKINGHAM, STAN				Remit to: **TEMECULA** **CA**	
	2/7/2011	206189	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for BUCKINGHAM, STAN			**2,549.84**		
BURKE, WILLIAMS & SORENSEN, LLP.				Remit to: **LOS ANGELES** **CA**	
	2/7/2011	882005	20,371.96		
				LEGAL SERVICES	927.50
				LEGAL SERVICES	19,369.46
				LEGAL SERVICES	75.00
	Vendor Total		**20,371.96**		
FYTD for BURKE, WILLIAMS & SORENSEN, LLP.			**41,671.50**		

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BWI - BOOK WHOLESALERS, INC.			Remit to: **MCHENRY**	**IL**
2/7/2011	206190	261.89		
			MISC BOOKS-LIBRARY	158.38
			MISC BOOKS-LIBRARY	31.32
			MISC BOOKS-LIBRARY	72.19
2/14/2011	206337	1,074.00		
			MISC BOOKS-LIBRARY LTRCY BAG	110.08
			MISC BOOKS-LIBRARY LTRCY BAG	56.30
			MISC BOOKS-LIBRARY LTRCY BAG	48.64
			MISC BOOKS-LIBRARY LTRCY BAG	81.02
			MISC BOOKS-LIBRARY LTRCY BAG	72.82
			MISC BOOKS-LIBRARY LTRCY BAG	78.59
			MISC BOOKS-LIBRARY LTRCY BAG	83.94
			MISC BOOKS-LIBRARY LTRCY BAG	35.27
			MISC BOOKS-LIBRARY LTRCY BAG	76.01
			MISC BOOKS-LIBRARY LTRCY BAG	42.66
			MISC BOOKS-LIBRARY LTRCY BAG	71.99
			MISC BOOKS-LIBRARY LTRCY BAG	21.83
			MISC BOOKS-LIBRARY LTRCY BAG	30.81
			MISC BOOKS-LIBRARY LTRCY BAG	86.15
			MISC BOOKS-LIBRARY LTRCY BAG	21.85
			MISC BOOKS-LIBRARY LTRCY BAG	14.09
			MISC BOOKS-LIBRARY LTRCY BAG	16.12
			MISC BOOKS-LIBRARY LTRCY BAG	9.85
			MISC BOOKS-LIBRARY LTRCY BAG	12.70
			MISC BOOKS-LIBRARY LTRCY BAG	9.24
			MISC BOOKS-LIBRARY LTRCY BAG	7.03
			MISC BOOKS-LIBRARY LTRCY BAG	3.52
			MISC BOOKS-LIBRARY LTRCY BAG	15.49
			MISC BOOKS-LIBRARY LTRCY BAG	25.77
			MISC BOOKS-LIBRARY LTRCY BAG	14.79
			MISC BOOKS-LIBRARY LTRCY BAG	4.94
			MISC BOOKS-LIBRARY LTRCY BAG	2.77
			MISC BOOKS-LIBRARY LTRCY BAG	10.58
			MISC BOOKS-LIBRARY LTRCY BAG	9.15
2/22/2011	206455	493.40		
			MISC BOOKS-LIBRARY	248.86
			MISC BOOKS-LIBRARY	12.02
			MISC BOOKS-LIBRARY	78.14
			MISC BOOKS-LIBRARY	54.68
			MISC BOOKS-LIBRARY	99.70
	Vendor Total	**1,829.29**		
FYTD for BWI - BOOK WHOLESALERS, INC.		**16,441.82**		
C & C GRADING & PAVING, INC			Remit to: **TEMECULA**	**CA**
2/22/2011	206456	69.00		
			REFUND-BUS LIC OVRPMT	69.00
	Vendor Total	**69.00**		
FYTD for C & C GRADING & PAVING, INC		**69.00**		

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C L S LANDSCAPE MANAGEMENT, INC			Remit to: **CHINO** **CA**	
2/28/2011	206592	34.73		
			REFUND-BUS LIC OVRPMT	34.73
Vendor Total		**34.73**		
FYTD for C L S LANDSCAPE MANAGEMENT, INC		**34.73**		
CA STATE DIV INTL ASSO FOR INDENTIFICATN			Remit to: **ROSEVILLE** **CA**	
2/28/2011	206593	90.00		
			MEMBERSHIP RENEWAL	45.00
			MEMBERSHIP RENEWAL	45.00
Vendor Total		**90.00**		
FYTD for CA STATE DIV INTL ASSO FOR INDENTIFICATN		**90.00**		
CABLECOM OF CALIFORNIA			Remit to: **WOODINVILLE** **WA**	
2/22/2011	206457	33.81		
			REFUND-BUS LIC OVRPMT	33.81
Vendor Total		**33.81**		
FYTD for CABLECOM OF CALIFORNIA		**33.81**		
CAIN, GREGORY			Remit to: **TAMPA** **FL**	
2/7/2011	882007	318.73		
			RETIREE MED FEB '11	318.73
Vendor Total		**318.73**		
FYTD for CAIN, GREGORY		**2,549.84**		
CALIFORNIA INLAND EMPIRE COUNCIL			Remit to: **REDLANDS** **CA**	
2/22/2011	206458	40.00		
			ANNUAL VOL RECOG DINNER	40.00
Vendor Total		**40.00**		
FYTD for CALIFORNIA INLAND EMPIRE COUNCIL		**40.00**		
CAMPOS, GIBRAN			Remit to: **MARCH AIR RESERVE B** **CA**	
2/28/2011	206594	75.00		
			REFUND-S/N DEPOSIT	75.00
Vendor Total		**75.00**		
FYTD for CAMPOS, GIBRAN		**75.00**		
CANNON, ANA M.			Remit to: **HASLET** **TX**	
2/7/2011	882008	318.73		
			RETIREE MED FEB '11	318.73
Vendor Total		**318.73**		
FYTD for CANNON, ANA M.		**2,375.29**		

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CANON BUSINESS SOLUTIONS, INC.			Remit to: **BURLINGTON**	**NJ**
2/7/2011	882009	7,490.21		
			COPIER SERVICES	6,667.48
			COPIER SERVICES	220.07
			COPIER SERVICES	602.66
	Vendor Total	**7,490.21**		
FYTD for CANON BUSINESS SOLUTIONS, INC.		**26,250.67**		
CANON FINANCIAL SERVICES, INC.			Remit to: **CHICAGO**	**IL**
2/7/2011	206191	7,590.68		
			COPIERS-LEASE	7,059.29
			COPIERS-LEASE SALES TAX	531.39
	Vendor Total	**7,590.68**		
FYTD for CANON FINANCIAL SERVICES, INC.		**60,725.44**		
CAPITAL DRYWALL, LP			Remit to: **SAN DIMAS**	**CA**
2/22/2011	206459	57.00		
			REFUND-BUS LIC OVRPMT	57.00
	Vendor Total	**57.00**		
FYTD for CAPITAL DRYWALL, LP		**57.00**		
CARTER, ROSALYN			Remit to: **MORENO VALLEY**	**CA**
2/7/2011	882010	318.73		
			RETIREE MED JAN '11	318.73
	Vendor Total	**318.73**		
FYTD for CARTER, ROSALYN		**2,643.91**		
CASA BUENA & CASA LYNNDA APARTMENTS, LLC			Remit to: **YORBA LINDA**	**CA**
2/22/2011	206460	82.00		
			REFUND-BUS LIC OVRPMT	82.00
	Vendor Total	**82.00**		
FYTD for CASA BUENA & CASA LYNNDA APARTMENTS, LLC		**82.00**		
CASSEL, MARY ANN			Remit to: **MORENO VALLEY**	**CA**
2/28/2011	206595	75.00		
			INSTRUCTOR SVCS-CPR	75.00
	Vendor Total	**75.00**		
FYTD for CASSEL, MARY ANN		**300.00**		

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CEMEX				Remit to: **ONTARIO** **CA**	
	2/7/2011	206192	389.16		
				CEMENT PURCHASE	389.16
	2/28/2011	206596	301.78		
				CEMENT PURCHASE	301.78
	Vendor Total		**690.94**		
FYTD for CEMEX			**5,697.84**		
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS				Remit to: **RIVERSIDE** **CA**	
	2/28/2011	206597	420.00		
				PRE-EMPLOYMENT PHYSICALS	70.00
				PRE-EMPLOYMENT PHYSICALS	54.00
				PRE-EMPLOYMENT PHYSICALS	16.00
				PRE-EMPLOYMENT PHYSICALS	70.00
				PRE-EMPLOYMENT PHYSICALS	70.00
				PRE-EMPLOYMENT PHYSICALS	70.00
				PRE-EMPLOYMENT PHYSICALS	70.00
	Vendor Total		**420.00**		
FYTD for CENTRAL OCCUPATIONAL MEDICINE PROVIDERS			**8,104.00**		
CHANCY, CHIZURU				Remit to: **MORENO VALLEY** **CA**	
	2/22/2011	206461	117.00		
				INSTRUCTOR SVCS-HAWAIIAN DANCE	46.80
				INSTRUCTOR SVCS-HAWAIIAN DANCE	70.20
	Vendor Total		**117.00**		
FYTD for CHANCY, CHIZURU			**1,053.00**		
CHANDLER ASSET MANAGEMENT				Remit to: **SAN DIEGO** **CA**	
	2/22/2011	206462	57.75		
				REFUND-BUS LIC OVRPMT	57.75
	Vendor Total		**57.75**		
FYTD for CHANDLER ASSET MANAGEMENT			**57.75**		
CHANDLER ASSET MANAGEMENT, INC				Remit to: **SAN DIEGO** **CA**	
	2/28/2011	882175	8,823.00		
				INVESTMENT MGT SVCS	8,823.00
	Vendor Total		**8,823.00**		
FYTD for CHANDLER ASSET MANAGEMENT, INC			**70,482.00**		
CHAPMAN, STEVE				Remit to: **REDLANDS** **CA**	
	2/7/2011	206193	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for CHAPMAN, STEVE			**2,549.84**		

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CHAPPELL, ISAAC				Remit to: **MORENO VALLEY CA**	
	2/7/2011	882011	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for CHAPPELL, ISAAC			**2,549.84**		
CHORA, ROSEMARIE				Remit to: **MORENO VALLEY CA**	
	2/14/2011	206338	37.00		
				REFUND-PHOTO CLASS REGIST	37.00
	Vendor Total		**37.00**		
FYTD for CHORA, ROSEMARIE			**37.00**		
CHRISTIAN, OWEN				Remit to: **MORENO VALLEY CA**	
	2/7/2011	882012	229.88		
				RETIREE MED FEB '11	229.88
	Vendor Total		**229.88**		
FYTD for CHRISTIAN, OWEN			**1,626.94**		
CIANCIO, ANTHONY				Remit to: **MORENO VALLEY CA**	
	2/7/2011	206194	30.00		
				INSTRUCTOR SVCS-SKATEBOARDING	30.00
	Vendor Total		**30.00**		
FYTD for CIANCIO, ANTHONY			**150.00**		

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CINTAS CORPORATION				Remit to: **ONTARIO** **CA**	
	2/7/2011	206197	931.89		
				UNIFORM RNTL SVC-GRAFFITI RMVL	9.18
				UNIFORM RNTL SVC-GRAFFITI RMVL	9.18
				UNIFORM RNTL SVC-GRAFFITI RMVL	9.18
				UNIFORM RNTL SVC-GRAFFITI RMVL	9.18
				UNIFORM RNTL SVC-GRAFFITI RMVL	9.18
				UNIFORM RNTL SVC-GRAFFITI RMVL	9.18
				UNIFORM RNTL SVC-EQUIP MAINT	25.62
				UNIFORM RNTL SVC-EQUIP MAINT	25.62
				UNIFORM RNTL SVC-EQUIP MAINT	25.62
				UNIFORM RNTL SVC-EQUIP MAINT	25.62
				UNIFORM RNTL SVC-EQUIP MAINT	25.62
				UNIFORM RNTL SVC-EQUIP MAINT	73.96
				UNIFORM RNTL SVC-TREE MAINT	9.18
				UNIFORM RNTL SVC-TREE MAINT	9.18
				UNIFORM RNTL SVC-TREE MAINT	9.18
				UNIFORM RNTL SVC-TREE MAINT	9.18
				UNIFORM RNTL SVC-TREE MAINT	9.18
				UNIFORM RNTL SVC-TREE MAINT	9.18
				UNIFORM RNTL SVC-ST SWEEPER OP	6.12
				UNIFORM RNTL SVC-ST SWEEPER OP	6.12
				UNIFORM RNTL SVC-ST SWEEPER OP	6.12
				UNIFORM RNTL SVC-ST SWEEPER OP	6.12
				UNIFORM RNTL SVC-ST SWEEPER OP	6.12
				UNIFORM RNTL SVC-ST SWEEPER OP	6.12
				UNIFORM RNTL SVC-DRAIN MAINT	3.06
				UNIFORM RNTL SVC-DRAIN MAINT	3.06
				UNIFORM RNTL SVC-DRAIN MAINT	3.06
				UNIFORM RNTL SVC-DRAIN MAINT	3.06
				UNIFORM RNTL SVC-DRAIN MAINT	3.06
				UNIFORM RNTL SVC-DRAIN MAINT	3.06
				UNIFORM RNTL SVC-ST MAINT	144.18
				UNIFORM RNTL SVC-ST MAINT	54.18
				UNIFORM RNTL SVC-ST MAINT	54.18
				UNIFORM RNTL SVC-ST MAINT	54.18
				UNIFORM RNTL SVC-ST MAINT	62.35
				UNIFORM RNTL SVC-ST MAINT	54.18
				UNIFORM RNTL SVC-CONC MAINT	9.18
				UNIFORM RNTL SVC-CONC MAINT	9.18
				UNIFORM RNTL SVC-CONC MAINT	9.18
				UNIFORM RNTL SVC-CONC MAINT	9.18
				UNIFORM RNTL SVC-CONC MAINT	9.18
				UNIFORM RNTL SVC-CONC MAINT	9.18
				UNIFORM RNTL SVC-PARKS STAFF	50.19
				UNIFORM RNTL SVC-CFD#1 STAFF	13.74
				UNIFORM RNTL SVC-FAC MAINT	16.70
				UNIFORM RNTL SVC-GOLF CRS STAF	5.63
	2/14/2011	206339	263.34		
				UNIFORM RNTL SVC-TRFFC SGNL MA	12.79
				UNIFORM RNTL SVC-TRFFC SGNL MA	12.79
				UNIFORM RNTL SVC-SIGNING STAFF	15.82
				UNIFORM RNTL SVC-SIGNING STAFF	15.82
				UNIFORM RNTL SVC-PARKS STAFF	50.19

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			UNIFORM RNTL SVC-GRAFFITI RMVL	9.18
			UNIFORM RNTL SVC-EQUIP MAINT	28.96
			UNIFORM RNTL SVC-TREE MAINT	9.18
			UNIFORM RNTL SVC-CFD #1 STAFF	13.74
			UNIFORM RNTL SVC-ST SWEEPER OP	6.12
			UNIFORM RNTL SVC-DRAIN MAINT	3.06
			UNIFORM RNTL SVC-ST MAINT STAF	54.18
			UNIFORM RNTL SVC-CONC MAINT	9.18
			UNIFORM RNTL SVC-FAC MAINT	16.70
			UNIFORM RNTL SVC-GOLF CRS STAF	5.63
2/22/2011	206463	114.87		
			UNIFORM RNTL SVC-PARKS STAFF	50.19
			UNIFORM RNTL SVC-TRFFC SGNL MA	12.79
			UNIFORM RNTL SVC-SIGNING STAFF	15.82
			UNIFORM RNTL SVC-CFD #1 STAFF	13.74
			UNIFORM RNTL SVC-FAC MAINT	16.70
			UNIFORM RNTL SVC-GOLF CRS STAF	5.63
2/28/2011	206599	353.57		
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-GRAFFITI RMVL	9.18
			UNIFORM RNTL SVC-GRAFFITI RMVL	9.18
			UNIFORM RNTL SVC-EQUIP MAINT	28.96
			UNIFORM RNTL SVC-EQUIP MAINT	28.96
			UNIFORM RNTL SVC-TREE MAINT	9.18
			UNIFORM RNTL SVC-TREE MAINT	9.18
			UNIFORM RNTL SVC-ST SWEEPER	6.12
			UNIFORM RNTL SVC-ST SWEEPER	6.12
			UNIFORM RNTL SVC-DRAIN MAINT	3.06
			UNIFORM RNTL SVC-DRAIN MAINT	3.06
			UNIFORM RNTL SVC-ST MAINT	54.18
			UNIFORM RNTL SVC-ST MAINT	54.18
			UNIFORM RNTL SVC-CONC MAINT	9.18
			UNIFORM RNTL SVC-CONC MAINT	9.18
			UNIFORM RNTL SVC-PARKS STAFF	50.19
			UNIFORM RNTL SVC-TRFFC MAINT	12.79
			UNIFORM RNTL SVC-SIGNING CREW	15.82
			UNIFORM RNTL SVC-CFD #1	13.74
			UNIFORM RNTL SVC-GOLF CRS STAF	5.63
	Vendor Total	**1,663.67**		
FYTD for CINTAS CORPORATION		**8,401.45**		

CITY OF FOSTER Remit to: **FOSTER CITY** **CA**

2/28/2011	206600	1,500.00		
			2011 CALOPPS ANNUAL FEE	1,500.00
	Vendor Total	**1,500.00**		
FYTD for CITY OF FOSTER		**1,500.00**		

City of Moreno Valley

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CITY OF MORENO VALLEY VEBA TRUST				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	882099	4,187.50		
				EXEMPT VEBA	4,187.50
	Vendor Total		**4,187.50**		
FYTD for CITY OF MORENO VALLEY VEBA TRUST			**32,875.00**		
CITY OF RIVERSIDE				Remit to: **RIVERSIDE** **CA**	
	2/14/2011	206340	5,526.72		
				TRFFC SGNL MAINT/ELECT COSTS	5,526.72
	Vendor Total		**5,526.72**		
FYTD for CITY OF RIVERSIDE			**8,610.09**		
CITY OF TUSTIN				Remit to: **TUSTIN** **CA**	
	2/14/2011	206341	275.00		
				MEMBERSHIP RENEWAL	275.00
	Vendor Total		**275.00**		
FYTD for CITY OF TUSTIN			**275.00**		
CLINICA MEDICA PARA TODOS				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206198	96.71		
				REFUND-BUS LIC OVRPMT	96.71
	Vendor Total		**96.71**		
FYTD for CLINICA MEDICA PARA TODOS			**96.71**		
COLONIAL SUPPLEMENTAL INSURANCE				Remit to: **COLUMBIA** **SC**	
	2/28/2011	206601	7,166.44		
				SUPPLEMENTAL INSURANCE	7,166.44
	Vendor Total		**7,166.44**		
FYTD for COLONIAL SUPPLEMENTAL INSURANCE			**63,610.47**		
COMMUNITY ASSISTANCE PROGRAM - CAP				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	882100	2,369.85		
				CDBG SVCS-FOOD DIST PRGM	2,369.85
	Vendor Total		**2,369.85**		
FYTD for COMMUNITY ASSISTANCE PROGRAM - CAP			**18,556.95**		

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COMMUNITY HEALTH CHARITIES			Remit to: **ANAHEIM** **CA**	
2/7/2011	206199	2,250.00		
			PROCEEDS FROM SPCL EVENTS	2,250.00
2/14/2011	206342	186.31		
			CHC CONTRIBUTIONS	186.31
2/28/2011	206602	186.31		
			CHC CONTRIBUTIONS	186.31
	Vendor Total	**2,622.62**		
FYTD for COMMUNITY HEALTH CHARITIES		**5,065.82**		
CONTINUING EDUCATION OF THE BAR			Remit to: **OAKLAND** **CA**	
2/14/2011	206343	191.07		
			LEGAL PUBLICATIONS	191.07
	Vendor Total	**191.07**		
FYTD for CONTINUING EDUCATION OF THE BAR		**986.64**		
CONTRERAS, JOSE			Remit to: **MORENO VALLEY** **CA**	
2/22/2011	206464	300.00		
			REFUND-RNTL DEP 2/5/11	300.00
	Vendor Total	**300.00**		
FYTD for CONTRERAS, JOSE		**300.00**		
CONTROL FIRE PROTECTION, INC			Remit to: **BAKERFIELDS** **CA**	
2/22/2011	206465	63.00		
			REFUND-BUS LIC OVRPMT	63.00
	Vendor Total	**63.00**		
FYTD for CONTROL FIRE PROTECTION, INC		**63.00**		
CORTEZ LIGHTING & DECORATION			Remit to: **MORENO VALLEY** **CA**	
2/22/2011	206466	25.81		
			REFUND-BUS LIC OVRPMT	25.81
	Vendor Total	**25.81**		
FYTD for CORTEZ LIGHTING & DECORATION		**25.81**		

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COSTCO				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206200	231.24		
				MISC SUPPLIES-STARS FOOD PRGM	231.24
	2/14/2011	206344	2,013.74		
				MISC SUPPLIES-CHILDS PLACE	752.87
				MISC SUPPLIES-CHILDS PLACE	445.51
				MISC SUPPLIES-STARS	234.41
				MISC SUPPLIES-STARS	87.09
				MISC SUPPLIES-STARS	113.50
				MISC SUPPLIES-STARS	208.89
				MISC SUPPLIES-STARS	171.47
	2/22/2011	206467	1,221.11		
				MISC SUPPLIES-STARS	71.41
				MISC SUPPLIES-STARS	83.54
				MISC SUPPLIES-STARS	195.88
				MISC SUPPLIES-STARS	24.06
				MISC SUPPLIES-STARS	64.54
				MISC SUPPLIES-STARS	303.28
				MISC SUPPLIES-STARS	478.40
	2/28/2011	206603	122.42		
				MISC SUPPLIES-STARS	122.42
	Vendor Total		**3,588.51**		
FYTD for COSTCO			**36,648.41**		
COUNSELING TEAM, THE				Remit to: **SAN BERNARDINO** **CA**	
	2/14/2011	206345	1,250.00		
				EMP COUNSELING SVCS	1,250.00
	2/28/2011	206604	1,250.00		
				EMP COUNSELING SVCS	1,250.00
	Vendor Total		**2,500.00**		
FYTD for COUNSELING TEAM, THE			**12,500.00**		
COUNTRY SQUIRE ESTATES				Remit to: **ONTARIO** **CA**	
	2/22/2011	206468	91.51		
				REFUND-UT USER TAXES	91.51
	2/28/2011	206605	32.26		
				REFUND-UT USER TAXES	32.26
	Vendor Total		**123.77**		
FYTD for COUNTRY SQUIRE ESTATES			**645.14**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COUNTY OF RIVERSIDE			Remit to: **RIVERSIDE** **CA**	
2/14/2011	206346	1,731.80		
			MULTIFOLD TOWELS-PD	759.53
			MULTIFOLD TOWELS-PD	759.53
			KITCHEN TOWELS-PD	26.78
			CLOROX WIPES-PD	53.44
			TRASH CAN LINERS-PD	132.52
	Vendor Total	**1,731.80**		
FYTD for COUNTY OF RIVERSIDE		**1,731.80**		
COUNTY OF RIVERSIDE - RMAP			Remit to: **RIVERSIDE** **CA**	
2/14/2011	206347	42.70		
			RECORDATION REQUESTS-LAND DEV	42.70
	Vendor Total	**42.70**		
FYTD for COUNTY OF RIVERSIDE - RMAP		**340.15**		
COUNTY OF RIVERSIDE AUDITOR			Remit to: **RIVERSIDE** **CA**	
2/14/2011	206348	16,939.75		
			PARKING CONTROL FEES-CODE	15,291.75
			PARKING CONTROL FEES-CODE	1,648.00
	Vendor Total	**16,939.75**		
FYTD for COUNTY OF RIVERSIDE AUDITOR		**192,440.78**		
COUNTY OF RIVERSIDE-TLMA-GIS			Remit to: **RIVERSIDE** **CA**	
2/14/2011	206349	746.06		
			ELEC/MAINT FOR TRFFC SGNL	307.72
			ELEC/MAINT FOR TRFFC SGNL	438.34
	Vendor Total	**746.06**		
FYTD for COUNTY OF RIVERSIDE-TLMA-GIS		**4,042.60**		
CROSSROADS SOFTWARE			Remit to: **BREA** **CA**	
2/28/2011	206606	1,800.00		
			MAINT/SUPPORT SVCS-PD	1,800.00
	Vendor Total	**1,800.00**		
FYTD for CROSSROADS SOFTWARE		**1,800.00**		
CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH			Remit to: **RIVERSIDE** **CA**	
2/28/2011	206607	578.00		
			PERMIT RNWL-BETHUNE PARK	578.00
	Vendor Total	**578.00**		
FYTD for CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH		**12,483.36**		

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D & D SERVICES DBA D & D DISPOSAL, INC.				Remit to: **VALENCIA** **CA**	
	2/7/2011	206201	745.00		
				DISPOSAL SVCS-ANML SHLTR	745.00
	2/28/2011	206608	745.00		
				DISPOSAL SVCS-ANML SHLTR	285.00
				DISPOSAL SVCS-ANML SHLTR	460.00
	Vendor Total		**1,490.00**		
FYTD for D & D SERVICES DBA D & D DISPOSAL, INC.			**7,960.00**		
DACOLIAS, RAYMOND				Remit to: **SAN JACINTO** **CA**	
	2/14/2011	206350	228.00		
				INSTRUCTION SVCS-6 DAYS	228.00
	Vendor Total		**228.00**		
FYTD for DACOLIAS, RAYMOND			**912.00**		
DALE, KATHLEEN				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	882013	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for DALE, KATHLEEN			**2,531.00**		
DATA TICKET, INC.				Remit to: **NEWPORT BEACH** **CA**	
	2/7/2011	882014	4,049.89		
				CITATION PRCSSNG SVCS-ANML SVC	1,137.50
				CITATION PRCSSNG SVCS-BLDG/SFT	388.24
				CITATION PRCSSNG SVCS-POLICE	2,524.15
	2/14/2011	882101	16,666.48		
				CITATION PRCSSNG SVCS-CODE	16,666.48
	2/28/2011	882177	530.29		
				CITATION PRCSSNG SVCS-ANML SVC	530.29
	Vendor Total		**21,246.66**		
FYTD for DATA TICKET, INC.			**164,750.95**		
DATAQUICK CORPORATE HEADQUARTERS				Remit to: **SAN DIEGO** **CA**	
	2/28/2011	206609	130.50		
				ONLINE SUBSCRIPTION-PD	130.50
	Vendor Total		**130.50**		
FYTD for DATAQUICK CORPORATE HEADQUARTERS			**1,044.00**		

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DAVID EVANS & ASSOCIATES, INC.			Remit to: **ONTARIO** **CA**	
2/7/2011	206202	1,413.00		
			SUNNYMD BLVD REVIT PROJ SVCS	1,413.00
	Vendor Total	**1,413.00**		
FYTD for DAVID EVANS & ASSOCIATES, INC.		**11,623.85**		
DAVID EVANS AND ASSOCIATES, INC			Remit to: **PORTLAND** **OR**	
2/7/2011	206203	50.85		
			REFUND-BUS LIC OVRPMT	50.85
	Vendor Total	**50.85**		
FYTD for DAVID EVANS AND ASSOCIATES, INC		**50.85**		
DAVIS AUTOMATION			Remit to: **SAN ANTONIO** **TX**	
2/22/2011	206469	63.27		
			REFUND-BUS LIC OVRPMT	63.27
	Vendor Total	**63.27**		
FYTD for DAVIS AUTOMATION		**63.27**		
DAVLYN INVESTMENTS PROPERTY MANAGEMENT			Remit to: **SAN DIEGO** **CA**	
2/7/2011	206204	84.43		
			REFUND-BUS LIC OVRPMT	84.43
	Vendor Total	**84.43**		
FYTD for DAVLYN INVESTMENTS PROPERTY MANAGEMENT		**84.43**		
DEARREADER.COM			Remit to: **SARASOTA** **FL**	
2/14/2011	206351	600.00		
			BOOK CLUB MBRSHP RENEWAL	600.00
	Vendor Total	**600.00**		
FYTD for DEARREADER.COM		**600.00**		
DEL REY APPRAISAL SERVICES			Remit to: **MORENO VALLEY** **CA**	
2/22/2011	206470	67.50		
			REFUND-BUS LIC OVRPMT	67.50
	Vendor Total	**67.50**		
FYTD for DEL REY APPRAISAL SERVICES		**67.50**		
DELL MARKETING LP			Remit to: **PASADENA** **CA**	
2/14/2011	206352	257.96		
			LCD MONITOR-MAINT OP	257.96
	Vendor Total	**257.96**		
FYTD for DELL MARKETING LP		**257.96**		

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DELTA DENTAL				Remit to: **SAN FRANCISCO** **CA**	
	2/7/2011	206205	12,177.26		
				EMPLOYEE DENTAL INSURANCE	12,177.26
	Vendor Total		**12,177.26**		
FYTD for DELTA DENTAL			**91,546.76**		
DELTACARE USA				Remit to: **LOS ANGELES** **CA**	
	2/14/2011	206353	6,088.01		
				EMPLOYEE DENTAL INSURANCE	6,088.01
	Vendor Total		**6,088.01**		
FYTD for DELTACARE USA			**50,255.61**		
DENNIS GRUBB & ASSOCIATES, LLC				Remit to: **MIRA LOMA** **CA**	
	2/14/2011	882102	13,075.00		
				PLAN REVIEW SERVICES-FIRE PREV	4,940.00
				PLAN REVIEW SERVICES-FIRE PREV	3,725.00
				PLAN REVIEW SERVICES-FIRE PREV	995.00
				PLAN REVIEW SERVICES-FIRE PREV	3,285.00
				PLAN REVIEW SERVICES-FIRE PREV	130.00
	Vendor Total		**13,075.00**		
FYTD for DENNIS GRUBB & ASSOCIATES, LLC			**66,370.00**		
DFM ASSOCIATES				Remit to: **IRVINE** **CA**	
	2/14/2011	206354	106.03		
				CA ELECTIONS CODE INSERTS	97.50
				CA ELECTIONS CODE INSERTS	8.53
	Vendor Total		**106.03**		
FYTD for DFM ASSOCIATES			**106.03**		
DIAMONDBACK FIRE & RESCUE, INC.				Remit to: **TEMECULA** **CA**	
	2/14/2011	206355	199.66		
				PUMP SERVICE-FS #91	199.66
	Vendor Total		**199.66**		
FYTD for DIAMONDBACK FIRE & RESCUE, INC.			**199.66**		
DLS LANDSCAPE, INC				Remit to: **REDLANDS** **CA**	
	2/22/2011	882148	12,390.00		
				LANDSCAPE MAINT-CFD #1	2,160.00
				LANDSCAPE MAINT-ZONE A PARKS	10,230.00
	Vendor Total		**12,390.00**		
FYTD for DLS LANDSCAPE, INC			**99,120.00**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
DOMENE, AMBER				Remit to: **RIVERSIDE** **CA**	
	2/22/2011	206471	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for DOMENE, AMBER			**20.00**		
DOMINECK, CECILIA				Remit to: **MORENO VALLEY** **CA**	
	2/28/2011	206610	75.00		
				REFUND-S/N DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for DOMINECK, CECILIA			**75.00**		
DORY, ALLEEN F.				Remit to: **HEMET** **CA**	
	2/7/2011	206207	1,224.38		
				RETIREE MED FEB '11	229.88
				RETIREE MED APR-DEC'10	994.50
	Vendor Total		**1,224.38**		
FYTD for DORY, ALLEEN F.			**2,621.44**		
DOSE, JOSH				Remit to: **MORENO VALLEY** **CA**	
	2/22/2011	206472	250.00		
				PROJECT DONATION	250.00
	Vendor Total		**250.00**		
FYTD for DOSE, JOSH			**250.00**		
DUNN, LAURA ISABEL GARCIA				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	882103	190.00		
				INSTRUCTION SVCS-5 DAYS	190.00
	Vendor Total		**190.00**		
FYTD for DUNN, LAURA ISABEL GARCIA			**570.00**		
DURAN, BLANCA				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206208	168.00		
				INSTRUCTOR SVCS-FOLKLORIC DANC	168.00
	Vendor Total		**168.00**		
FYTD for DURAN, BLANCA			**2,289.00**		
DYRUD CONSTRUCTION COMPANY				Remit to: **HELENDALE** **CA**	
	2/22/2011	206473	27.74		
				REFUND-BUS LIC OVRPMT	27.74
	Vendor Total		**27.74**		
FYTD for DYRUD CONSTRUCTION COMPANY			**27.74**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
E & J AFFILIATES				Remit to: **RIVERSIDE** **CA**	
	2/28/2011	206611	23.70		
				REFUND-BUS LIC OVRPMT	23.70
	Vendor Total		**23.70**		
FYTD for E & J AFFILIATES			**23.70**		
E.R. BLOCK PLUMBING & HEATING, INC.				Remit to: **RIVERSIDE** **CA**	
	2/7/2011	206209	3,482.26		
				BACKFLOW RPLCMNT-DSG2S	597.19
				BACKFLOW RPLCMNT-DSG2S	187.50
				BACKFLOW RPLCMNT-DSG2S	650.59
				BACKFLOW RPLCMNT-DSG2S	187.50
				BACKFLOW RPLCMNT-DSG2S	838.89
				BACKFLOW RPLCMNT-DSG2S	187.50
				BACKFLOW RPLCMNT-E2	650.59
				BACKFLOW RPLCMNT-E2	182.50
	Vendor Total		**3,482.26**		
FYTD for E.R. BLOCK PLUMBING & HEATING, INC.			**17,379.32**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EASTERN MUNICIPAL WATER DISTRICT			Remit to: **PERRIS**	**CA**
2/7/2011	206210	3,757.34		
			WATER CHARGES	48.97
			WATER CHARGES	142.00
			WATER CHARGES	2,200.98
			WATER CHARGES	213.37
			WATER CHARGES	632.11
			WATER CHARGES	326.82
			WATER CHARGES	193.09
2/14/2011	206356	20,767.86		
			WATER CHARGES	529.32
			WATER CHARGES	181.48
			WATER CHARGES	548.66
			WATER CHARGES	993.45
			WATER CHARGES	33.60
			WATER CHARGES	603.96
			WATER CHARGES	1,310.76
			WATER CHARGES	88.29
			WATER CHARGES	2,864.25
			WATER CHARGES	622.21
			WATER CHARGES	3,104.44
			WATER CHARGES	1,619.45
			WATER CHARGES	1,188.63
			WATER CHARGES	2,852.87
			WATER CHARGES	770.35
			WATER CHARGES	1,247.64
			WATER CHARGES	33.62
			WATER CHARGES	505.76
			WATER CHARGES	182.65
			WATER CHARGES	276.49
			WATER CHARGES	200.50
			WATER CHARGES	47.92
			WATER CHARGES	543.32
			WATER CHARGES	418.24
2/22/2011	206474	20,719.04		
			WATER CHARGES	679.68
			WATER CHARGES	147.70
			WATER CHARGES	389.14
			WATER CHARGES	3,438.86
			WATER CHARGES	761.03
			WATER CHARGES	238.68
			WATER CHARGES	1,543.19
			WATER CHARGES	6,066.55
			WATER CHARGES	194.13
			WATER CHARGES	1,154.65
			WATER CHARGES	2,227.49
			WATER CHARGES	971.85
			WATER CHARGES	509.80
			WATER CHARGES	248.19
			WATER CHARGES	198.82
			WATER CHARGES	251.71
			WATER CHARGES	775.02
			WATER CHARGES	922.55

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
2/28/2011	206612	9,204.51		
			WATER CHARGES	114.56
			WATER CHARGES	227.76
			WATER CHARGES	362.18
			WATER CHARGES	2,001.00
			WATER CHARGES	416.38
			WATER CHARGES	35.17
			WATER CHARGES	4,691.82
			WATER CHARGES	672.41
			WATER CHARGES	118.97
			WATER CHARGES	344.55
			WATER CHARGES	84.71
			WATER CHARGES	67.50
			WATER CHARGES	67.50
Vendor Total		**54,448.75**		
FYTD for EASTERN MUNICIPAL WATER DISTRICT		**1,074,737.22**		

EBSCO SUBSCRIPTION SERVICE Remit to: **LOS ANGELES CA**

2/7/2011	206211	14.52		
			PERIODICAL SUBSCRIPTION-LIBRAR	14.52
Vendor Total		**14.52**		
FYTD for EBSCO SUBSCRIPTION SERVICE		**3,510.22**		

EDGELANE MOBILE PARK Remit to: **LOS ANGELES CA**

2/14/2011	882104	12.87		
			REFUND-UT USER TAXES	12.87
Vendor Total		**12.87**		
FYTD for EDGELANE MOBILE PARK		**87.87**		

EGGERSTEN, ANNE Remit to: **RANCHO MIRAGE CA**

2/7/2011	206212	325.66		
			RETIREE MED FEB '11	325.66
Vendor Total		**325.66**		
FYTD for EGGERSTEN, ANNE		**2,484.92**		

ELLIOTT, NISHA Remit to: **MORENO VALLEY CA**

2/22/2011	206475	72.00		
			INSTRUCTOR SVCS-KICKBOXING	72.00
Vendor Total		**72.00**		
FYTD for ELLIOTT, NISHA		**1,400.40**		

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ENCO UTILITY SERVICES MORENO VALLEY LLC			Remit to: **ANAHEIM** **CA**	
2/22/2011	882149	2,500.00		
			CABINET LEASE-INDIAN	23.79
			CABINET LEASE-INDIAN	1,226.21
			CABINET LEASE-IRIS	41.34
			CABINET LEASE-IRIS	1,208.66
	Vendor Total	**2,500.00**		
FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC		**1,595,596.52**		
ENVIRONMENTAL & REGULATORY SPECIALST,INC			Remit to: **NEWPORT BEACH** **CA**	
2/7/2011	882016	1,450.00		
			PROF SERVICES-PARKS MAINT	1,450.00
	Vendor Total	**1,450.00**		
FYTD for ENVIRONMENTAL & REGULATORY SPECIALST,INC		**19,240.00**		
ESCOBEDO, AMELIA			Remit to: **MORENO VALLEY** **CA**	
2/22/2011	206476	31.20		
			REFUND-CLASS REGIST	31.20
	Vendor Total	**31.20**		
FYTD for ESCOBEDO, AMELIA		**31.20**		
ESKEL/PORTER CONSULTING, INC.			Remit to: **SACRAMENTO** **CA**	
2/22/2011	882150	180.00		
			CRM CONSULTING SVCS-TECH SVCS	180.00
	Vendor Total	**180.00**		
FYTD for ESKEL/PORTER CONSULTING, INC.		**1,080.00**		
ESPINOZA, CARMEN			Remit to: **MORENO VALLEY** **CA**	
2/14/2011	206358	255.00		
			REFUND-RNTL DEP 1/29/11	255.00
	Vendor Total	**255.00**		
FYTD for ESPINOZA, CARMEN		**255.00**		
ESPINOZA, JOE A			Remit to: **MENIFEE** **CA**	
2/14/2011	206359	266.00		
			INSTRUCTION SVCS-7 DAYS	266.00
	Vendor Total	**266.00**		
FYTD for ESPINOZA, JOE A		**1,482.00**		

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EVANS ENGRAVING & AWARDS			Remit to: **MORENO VALLEY** **CA**	
2/14/2011	882106	13.05		
			NAMEPLATE-TRANSPORTATION	12.00
			NAMEPLATE-TRANSPORTATION	1.05
2/22/2011	882151	68.50		
			ENGRAVING SVCS-PARKS COMM	43.50
			ENGRAVING SVCS-POLICE	25.00
2/28/2011	882178	85.88		
			ENGRAVING SVCS-HR	35.88
			ENGRAVING SVCS-PD	50.00
	Vendor Total	**167.43**		
FYTD for EVANS ENGRAVING & AWARDS		**868.79**		
EWING IRRIGATION PRODUCTS, INC.			Remit to: **PHOENIX** **AZ**	
2/28/2011	206614	180.86		
			IRRIGATION SUPPLIES-PARKS	180.86
	Vendor Total	**180.86**		
FYTD for EWING IRRIGATION PRODUCTS, INC.		**9,943.82**		
EXCEL LANDSCAPE, INC			Remit to: **CORONA** **CA**	
2/7/2011	206213	91.01		
			LANDSCAPE MAINT-ZONE WQF	91.01
2/22/2011	206477	12,789.50		
			LANDSCAPE MAINT-E7	2,777.17
			LANDSCAPE MAINT-E15	1,070.36
			LANDSCAPE MAINT-E8	1,501.98
			LANDSCAPE MAINT-E14	3,461.07
			LANDSCAPE MAINT-WQB	3,978.92
	Vendor Total	**12,880.51**		
FYTD for EXCEL LANDSCAPE, INC		**111,420.66**		
EXPERT ELECTRIC			Remit to: **SCOTTSDALE** **AZ**	
2/7/2011	206214	44.94		
			REFUND-BUS LIC OVRPMT	44.94
	Vendor Total	**44.94**		
FYTD for EXPERT ELECTRIC		**44.94**		
EXPRESS ESCROW COMPANY			Remit to: **HUNTINGTON BEACH** **CA**	
2/22/2011	206478	2,067.00		
			FEES FOR TRANSFER OF TITLE	2,067.00
	Vendor Total	**2,067.00**		
FYTD for EXPRESS ESCROW COMPANY		**2,067.00**		

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FAIR HOUSING COUNCIL OF RIV CO, INC.			Remit to: **RIVERSIDE** **CA**	
2/14/2011	882107	7,993.58		
			CDBG SVCS-MEDIATION PRGM	4,727.39
			CDBG SVCS-FRCLSR/MITIG PRGM	3,266.19
	Vendor Total	**7,993.58**		
FYTD for FAIR HOUSING COUNCIL OF RIV CO, INC.		**40,816.31**		
FAST SIGNS			Remit to: **MORENO VALLEY** **CA**	
2/22/2011	206479	321.36		
			BUSINESS PLAQUES-EDD	214.24
			BUSINESS PLAQUES-EDD	107.12
	Vendor Total	**321.36**		
FYTD for FAST SIGNS		**776.48**		
FEENSTRA, JOHN			Remit to: **REDLANDS** **CA**	
2/7/2011	882017	361.25		
			RETIREE MED FEB '11	361.25
	Vendor Total	**361.25**		
FYTD for FEENSTRA, JOHN		**2,890.00**		
FIRST AMERICAN CORE LOGIC, INC.			Remit to: **SANTA ANA** **CA**	
2/7/2011	206215	676.00		
			ONLINE PROP INFO SVCS-CODE	397.00
			ONLINE PROP INFO SVCS-CDD	109.00
			ONLINE PROP INFO SVCS-EDD	170.00
	Vendor Total	**676.00**		
FYTD for FIRST AMERICAN CORE LOGIC, INC.		**4,892.00**		
FIRST CHOICE SERVICES			Remit to: **ONTARIO** **CA**	
2/7/2011	882018	140.24		
			COFFEE SVCS-EMP PAID	71.48
			COFFEE SVCS-EMP PAID	68.76
2/14/2011	882108	633.12		
			COFFEE SVCS-EMP PAID	54.38
			COFFEE SVCS-EMP PAID	183.72
			COFFEE SVCS-EMP PAID	144.71
			COFFEE SVCS-EMP PAID	147.61
			COFFEE SVCS-EMP PAID	102.70
2/22/2011	882152	60.06		
			COFFEE SVCS-EMP PAID	60.06
	Vendor Total	**833.42**		
FYTD for FIRST CHOICE SERVICES		**5,251.50**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FIRST SIGHT VISION SERVICES, INC				Remit to: **UPLAND** **CA**	
	2/22/2011	206480	52.92		
				REFUND-BUS LIC OVRPMT	52.92
	Vendor Total		**52.92**		
FYTD for FIRST SIGHT VISION SERVICES, INC			**52.92**		
FISH SHACK				Remit to: **SAN DIEGO** **CA**	
	2/7/2011	206216	51.29		
				REFUND-BUS LIC OVRPMT	51.29
	Vendor Total		**51.29**		
FYTD for FISH SHACK			**51.29**		
FITNESS 19 CA 155 11C				Remit to: **MORENO VALLEY** **CA**	
	2/28/2011	206615	250.00		
				GYM MEMBERSHIP DEDUCTIONS	250.00
	Vendor Total		**250.00**		
FYTD for FITNESS 19 CA 155 11C			**2,049.00**		
FLAMMANG, HARRY				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	206360	20.00		
				REFUND-CITATION FEE	10.00
				REFUND-CITATION FEE	10.00
	Vendor Total		**20.00**		
FYTD for FLAMMANG, HARRY			**20.00**		
FOSTER, JAMES BARRY				Remit to: **RIVERSIDE** **CA**	
	2/7/2011	206217	17.32		
				REIMB-ICSC SO CAL IDEA EXCHNG.	17.32
	Vendor Total		**17.32**		
FYTD for FOSTER, JAMES BARRY			**251.49**		
FOSTER, NANCY A.				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	882019	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for FOSTER, NANCY A.			**2,531.00**		
FRANCHISE TAX BOARD				Remit to: **RANCHO CORDOVA** **CA**	
	2/14/2011	206361	32.44		
				GARNISHMENT	32.44
	Vendor Total		**32.44**		
FYTD for FRANCHISE TAX BOARD			**842.11**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FRANK LIQUOR MARKET				Remit to: **MORENO VALLEY** **CA**	
	2/28/2011	206616	62.25		
				REFUND-BUS LIC OVRPMT	62.25
	Vendor Total		**62.25**		
FYTD for FRANK LIQUOR MARKET			**62.25**		
FRANKLIN, L. C.				Remit to: **PERRIS** **CA**	
	2/14/2011	206362	173.40		
				MILEAGE REIMBURSEMENT	173.40
	Vendor Total		**173.40**		
FYTD for FRANKLIN, L. C.			**1,052.40**		
FRAZEE INDUSTRIES, INC				Remit to: **MORENO VALLEY** **CA**	
	2/28/2011	206617	6,521.58		
				TRAFFIC PAINT	6,521.58
	Vendor Total		**6,521.58**		
FYTD for FRAZEE INDUSTRIES, INC			**117,839.18**		
FRED'S GLASS & MIRROR, INC				Remit to: **RIVERSIDE** **CA**	
	2/22/2011	206481	30.00		
				REFUND-BUS LIC OVRPMT	30.00
	Vendor Total		**30.00**		
FYTD for FRED'S GLASS & MIRROR, INC			**30.00**		
FRED'S GLASS & MIRROR, INC.				Remit to: **RIVERSIDE** **CA**	
	2/28/2011	206618	670.00		
				GLASS RPCLMNT-FS #58	670.00
	Vendor Total		**670.00**		
FYTD for FRED'S GLASS & MIRROR, INC.			**1,346.99**		
FROST, JOAN CHENG				Remit to: **TEMECULA** **CA**	
	2/14/2011	206363	266.00		
				INSTRUCTION SVCS-7 DAYS	266.00
	Vendor Total		**266.00**		
FYTD for FROST, JOAN CHENG			**1,178.00**		
FULLMER CONSTRUCTION				Remit to: **ONTARIO** **CA**	
	2/22/2011	206482	21.12		
				REFUND-BUS LIC OVRPMT	21.12
	Vendor Total		**21.12**		
FYTD for FULLMER CONSTRUCTION			**21.12**		

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FUN 4 ALL PARTY'S				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206218	106.14		
				CHAIRS RENTAL-CONF & REC CTR	106.14
	Vendor Total		**106.14**		
FYTD for FUN 4 ALL PARTY'S			**512.28**		
GALAVIZ, LISA				Remit to: **PALMDALE** **CA**	
	2/14/2011	206364	54.50		
				REFUND-CITATION FEE	54.50
	Vendor Total		**54.50**		
FYTD for GALAVIZ, LISA			**54.50**		
GALLS INC., INLAND UNIFORM				Remit to: **RIVERSIDE** **CA**	
	2/28/2011	206619	108.92		
				UNIFORM PURCHASE-PD	108.92
	Vendor Total		**108.92**		
FYTD for GALLS INC., INLAND UNIFORM			**4,254.09**		
GASTON, RICHARD				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	882020	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for GASTON, RICHARD			**2,549.84**		

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GENERAL SECURITY SERVICES, INC.			Remit to: **HAWTHORNE**	**CA**
2/14/2011	882109	889.72		
			SECURITY SVCS-CITY HALL	306.80
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-CONF & REC CTR	306.80
			SECURITY SVCS-SENIOR CTR	153.40
2/22/2011	882153	398.84		
			SECURITY SVCS-CONF & REC CTR	306.80
			SECURITY SVCS-TOWNGATE	92.04
2/28/2011	882179	2,416.05		
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-CITY HALL	306.80
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-CITY HALL	230.10
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-CITY HALL	306.80
			SECURITY SVCS-LIBRARY	245.44
			SECURITY SVCS-CONF & REC CTR	306.80
			SECURITY SVCS-CONF & REC CTR	345.15
			SECURITY SVCS-CONF & REC CTR	306.80
Vendor Total		**3,704.61**		
FYTD for GENERAL SECURITY SERVICES, INC.		**34,160.29**		
GIBBS, GIDEN, LOCHER, TURNER & SENET LLP			Remit to: **LOS ANGELES**	**CA**
2/7/2011	882021	13,048.38		
			LEGAL SERVICES	1,142.38
			LEGAL SERVICES	4,030.50
			LEGAL SERVICES	875.50
			LEGAL SERVICES	510.89
			LEGAL SERVICES	6,489.11
Vendor Total		**13,048.38**		
FYTD for GIBBS, GIDEN, LOCHER, TURNER & SENET LLP		**141,211.60**		
GLOBAL ROAD SEALING, INC			Remit to: **GARDEN GROVE**	**CA**
2/22/2011	206483	28.43		
			REFUND-BUS LIC OVRPMT	28.43
Vendor Total		**28.43**		
FYTD for GLOBAL ROAD SEALING, INC		**28.43**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GLOBAL SOFTWARE, INC			Remit to: **RALEIGH** **NC**	
2/14/2011	882111	5,000.00		
			SPREADSHEET SERVER-SPCL DIST	5,000.00
2/28/2011	882180	17,900.00		
			SOFTWARE LICENSE-TECH SVCS	12,500.00
			SOFTWARE TRAINING-TECH SVCS	5,400.00
	Vendor Total	**22,900.00**		
FYTD for GLOBAL SOFTWARE, INC		**42,720.00**		
GLOBAL TECHNOLOGY SYSTEMS, INC.			Remit to: **BOSTON** **MA**	
2/22/2011	206484	881.74		
			BATTERIES-POLICE	328.00
			CHARGERS-POLICE	435.00
			SHIPPING-POLICE	52.00
			SALES TAX-POLICE	66.74
	Vendor Total	**881.74**		
FYTD for GLOBAL TECHNOLOGY SYSTEMS, INC.		**881.74**		
GOD'S HELPING HAND			Remit to: **MENIFEE** **CA**	
2/14/2011	882112	1,500.00		
			CDBG SVCS-FOOD BANK PRGM	750.00
			CDBG SVCS-FOOD BANK PRGM	750.00
	Vendor Total	**1,500.00**		
FYTD for GOD'S HELPING HAND		**7,500.00**		
GOMEZ DE AVILES, MARIA			Remit to: **MORENO VALLEY** **CA**	
2/14/2011	206365	54.50		
			REFUND-CITATION FEE	54.50
	Vendor Total	**54.50**		
FYTD for GOMEZ DE AVILES, MARIA		**54.50**		
GONG ENTERPRISES, INC.			Remit to: **HUNTINGTON BEACH** **CA**	
2/22/2011	206485	4,500.00		
			PLAN CHECK SVCS-TR 36340	4,500.00
	Vendor Total	**4,500.00**		
FYTD for GONG ENTERPRISES, INC.		**27,097.40**		
GORM INC.			Remit to: **ONTARIO** **CA**	
2/28/2011	206620	369.25		
			JANITORIAL SUPPLIES-PARKS	369.25
	Vendor Total	**369.25**		
FYTD for GORM INC.		**6,821.56**		

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GRAFFITI TRACKER, INC.				Remit to: **OMAHA** **NE**	
	2/7/2011	882022	360.00		
				CAMERA REPAIRS	360.00
	Vendor Total		**360.00**		
FYTD for GRAFFITI TRACKER, INC.			**32,175.00**		
GRANICUS, INC.				Remit to: **SAN FRANCISCO** **CA**	
	2/28/2011	206621	1,000.00		
				VIDEO STREAMING SVCS	1,000.00
	Vendor Total		**1,000.00**		
FYTD for GRANICUS, INC.			**8,000.00**		
GREEN, JACQUELINE				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	206366	7.96		
				REFUND-LOST BOOK FEE	7.96
	Vendor Total		**7.96**		
FYTD for GREEN, JACQUELINE			**7.96**		
GRIFFIN, MARLENE C				Remit to: **GREEN VALLEY** **AZ**	
	2/7/2011	882023	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for GRIFFIN, MARLENE C			**2,471.06**		
GROUP DELTA CONSULTANTS, INC				Remit to: **IRVINE** **CA**	
	2/7/2011	882024	955.00		
				DAY ST IMPRVMNTS PROJ SVCS	750.00
				SUNNYMD RANCH/VILLAGE RD PROJ	205.00
	Vendor Total		**955.00**		
FYTD for GROUP DELTA CONSULTANTS, INC			**13,060.50**		
GUARD SYSTEMS, INC.				Remit to: **ONTARIO** **CA**	
	2/28/2011	206622	53.00		
				REFUND-BUS LIC OVRPMT	53.00
	Vendor Total		**53.00**		
FYTD for GUARD SYSTEMS, INC.			**53.00**		

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GUIDA SURVEYING, INC.				Remit to: **IRVINE** **CA**	
	2/7/2011	882025	11,799.00		
				IRONWD AVE/DAY ST-BARCLAY PROJ	11,799.00
	2/28/2011	882181	1,488.00		
				IRONWD AVE/DAY ST-BARCLAY PROJ	1,488.00
	Vendor Total		**13,287.00**		
FYTD for GUIDA SURVEYING, INC.			**99,273.00**		
GUILIANO, MARIA				Remit to: **TEMECULA** **CA**	
	2/22/2011	206486	120.00		
				INSTRUCTOR SVCS-ZUMBA FITNESS	120.00
	Vendor Total		**120.00**		
FYTD for GUILIANO, MARIA			**552.00**		
GUILLAN, REBECCA S.				Remit to: **ADVANCE** **NC**	
	2/7/2011	882026	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for GUILLAN, REBECCA S.			**2,382.83**		
GUTIERREZ, ROBERT				Remit to: **LA VERNE** **CA**	
	2/7/2011	882027	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for GUTIERREZ, ROBERT			**2,549.84**		
GUZMAN'S CART SERVICE				Remit to: **RIVERSIDE** **CA**	
	2/14/2011	882113	4,049.00		
				CART RTRVL SVCS-CODE	4,049.00
	Vendor Total		**4,049.00**		
FYTD for GUZMAN'S CART SERVICE			**32,392.00**		
H & P NAIL				Remit to: **RIVERSIDE** **CA**	
	2/28/2011	206623	90.00		
				REFUND-BUS LIC OVRPMT	90.00
	Vendor Total		**90.00**		
FYTD for H & P NAIL			**90.00**		
H C I, INC.				Remit to: **NORCO** **CA**	
	2/7/2011	206219	75.00		
				REFUND-BUS LIC OVRPMT	75.00
	Vendor Total		**75.00**		
FYTD for H C I, INC.			**75.00**		

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HAMLIN, WILLIAM R.				Remit to: **BEAUMONT** **CA**	
	2/7/2011	882028	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for HAMLIN, WILLIAM R.			**2,531.00**		
HANES, MARTIN D.				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	882029	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for HANES, MARTIN D.			**2,549.84**		
HANIGAN BUSINESS FORMS				Remit to: **RIVERSIDE** **CA**	
	2/14/2011	882114	3,196.37		
				MVP PARKING CITATIONS-CODE	2,397.28
				MV PARKING CITATIONS-CODE	734.80
				MV PARKING CITATIONS-CODE	64.29
	Vendor Total		**3,196.37**		
FYTD for HANIGAN BUSINESS FORMS			**8,108.22**		
HAPPY TIME BOOK STORE				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206220	70.38		
				REFUND-BUS LIC OVRPMT	70.38
	Vendor Total		**70.38**		
FYTD for HAPPY TIME BOOK STORE			**70.38**		
HARDING, JOHN S.				Remit to: **BANNING** **CA**	
	2/7/2011	206221	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for HARDING, JOHN S.			**2,549.84**		
HARKINS REEL DEALS, LLC				Remit to: **SCOTTSDALE** **AZ**	
	2/28/2011	206624	18,758.00		
				MOVIE PASSES-STARS	18,758.00
	Vendor Total		**18,758.00**		
FYTD for HARKINS REEL DEALS, LLC			**18,758.00**		
HARRINGTON DECORATING COMPANY, INC				Remit to: **HUNTINGTON BEACH** **CA**	
	2/22/2011	206487	2,430.00		
				REMOVAL/REINSTALL BANNERS	2,430.00
	Vendor Total		**2,430.00**		
FYTD for HARRINGTON DECORATING COMPANY, INC			**33,002.12**		

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HARTMANN, RICK				Remit to: **SAN DIMAS** **CA**	
	2/7/2011	206222	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for HARTMANN, RICK			**21,240.17**		
HATFIELD, CHARLES				Remit to: **LAS VEGAS** **NV**	
	2/7/2011	882030	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for HATFIELD, CHARLES			**2,549.84**		
HAUSER, ADRIANA				Remit to: **SAN BERNARDINO** **CA**	
	2/14/2011	206367	684.00		
				INSTRUCTION SVCS-18 DAYS	684.00
	Vendor Total		**684.00**		
FYTD for HAUSER, ADRIANA			**3,230.00**		
HDL/HINDERLITER DE LLAMAS & ASSOCIATES				Remit to: **DIAMOND BAR** **CA**	
	2/28/2011	206625	1,781.09		
				SALES TAX CONSULTING SVCS	900.00
				SALES TAX AUDIT SVCS	881.09
	Vendor Total		**1,781.09**		
FYTD for HDL/HINDERLITER DE LLAMAS & ASSOCIATES			**16,871.94**		
HEFFLEY, ROSS W.				Remit to: **HEMET** **CA**	
	2/7/2011	882031	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for HEFFLEY, ROSS W.			**2,549.84**		
HERNANDEZ, ALICIA				Remit to: **INDIO** **CA**	
	2/14/2011	206368	54.50		
				REFUND-CITATION FEE	54.50
	Vendor Total		**54.50**		
FYTD for HERNANDEZ, ALICIA			**54.50**		
HERRICK, ROBERT D.				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206223	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for HERRICK, ROBERT D.			**2,549.84**		

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HERZBERG, ROBERT				Remit to: **LAKE ELSINORE** **CA**	
	2/22/2011	206488	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for HERZBERG, ROBERT			**20.00**		
HESLIN, MICHAEL K.				Remit to: **HEMET** **CA**	
	2/28/2011	206626	38.76		
				REIMB-ESRI USER GRP CONF.	38.76
	Vendor Total		**38.76**		
FYTD for HESLIN, MICHAEL K.			**517.46**		
HETHERMAN, ANTHONY CHRISTOPHER				Remit to: **TEMECULA** **CA**	
	2/28/2011	882182	213.50		
				PER DIEM-PLAYGRND SAFETY CERT.	213.50
	Vendor Total		**213.50**		
FYTD for HETHERMAN, ANTHONY CHRISTOPHER			**213.50**		
HICKMAN, LANISE				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206224	36.00		
				INSTRUCTOR SVCS-FITNESS BOOTCA	36.00
	Vendor Total		**36.00**		
FYTD for HICKMAN, LANISE			**36.00**		
HO, KEVIN CHINH				Remit to: **RIVERSIDE** **CA**	
	2/14/2011	206369	190.00		
				INSTRUCTION SVCS-5 DAYS	190.00
	Vendor Total		**190.00**		
FYTD for HO, KEVIN CHINH			**494.00**		
HOME DEPOT				Remit to: **ATLANTA** **GA**	
	2/28/2011	206627	90.00		
				REFUND-FALSE ALARM	90.00
	Vendor Total		**90.00**		
FYTD for HOME DEPOT			**90.00**		
HOUSER, EDITH E.				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206225	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for HOUSER, EDITH E.			**2,549.84**		

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HUANG, SAMUEL D.				Remit to: **RIVERSIDE** **CA**	
	2/14/2011	206370	404.50		
				REFUND-CITATION FEE	404.50
	Vendor Total		**404.50**		
FYTD for HUANG, SAMUEL D.			**404.50**		
HULL, LYLE				Remit to: **MORENO VALLEY** **CA**	
	2/22/2011	206489	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for HULL, LYLE			**20.00**		
ICMA RETIREMENT CORP 457				Remit to: **BALTIMORE** **MD**	
	2/11/2011	28021	17,729.83		
				DEF COMP-457 2/11/11	17,729.83
	2/25/2011	2810	9,604.83		
				DEF COMP-457 2/25/11	9,604.83
	Vendor Total		**27,334.66**		
FYTD for ICMA RETIREMENT CORP 457			**169,876.41**		
IL SORRENTO MOBILE PARK				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206226	215.86		
				REFUND-UT USER TAXES	215.86
	Vendor Total		**215.86**		
FYTD for IL SORRENTO MOBILE PARK			**995.45**		
ING USA ANNUITY & LIFE INSURANCE CO.				Remit to: **DES MOINES** **IA**	
	2/14/2011	206371	475.00		
				NON-EXEMPT ANNUITY	475.00
	Vendor Total		**475.00**		
FYTD for ING USA ANNUITY & LIFE INSURANCE CO.			**3,800.00**		

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INLAND CONTRACTORS, INC.			Remit to: **RIVERSIDE** **CA**	
2/14/2011	882115	2,478.90		
			ASBESTOS SURVEY/LEAD REPORT-NS	370.00
			ASBESTOS SURVEY/LEAD REPORT-NS	330.00
			ASBESTOS SURVEY/LEAD REPORT-NS	350.00
			ASBESTOS SURVEY/LEAD REPORT-NS	350.00
			ASBESTOS SURVEY/LEAD REPORT-NS	370.00
			ASBESTOS SURVEY/LEAD REPORT-NS	390.00
			DEMOLITION SVCS	318.90
2/22/2011	882154	1,849.55		
			ABATEMENT SVCS-24869 VALCREST	1,849.55
2/28/2011	882183	787.00		
			NUISANCE ABATEMENT SVCS-CODE	234.00
			NUISANCE ABATEMENT SVCS-CODE	293.00
			NUISANCE ABATEMENT SVCS-CODE	260.00
Vendor Total		**5,115.45**		
FYTD for INLAND CONTRACTORS, INC.		**25,327.08**		
INLAND EMPIRE ACCIDENT AND INJURY CENTER			Remit to: **MORENO VALLEY** **CA**	
2/28/2011	206628	86.25		
			REFUND-BUS LIC OVRPMT	86.25
Vendor Total		**86.25**		
FYTD for INLAND EMPIRE ACCIDENT AND INJURY CENTER		**86.25**		
INLAND EMPIRE MAGAZINE			Remit to: **RIVERSIDE** **CA**	
2/7/2011	206227	1,590.00		
			ADVERTISING SVCS-EDD	795.00
			ADVERTISING SVCS-CONF & REC CT	795.00
Vendor Total		**1,590.00**		
FYTD for INLAND EMPIRE MAGAZINE		**3,480.00**		
INLAND EMPIRE PROPERTY SERVICE, INC			Remit to: **MORENO VALLEY** **CA**	
2/28/2011	882184	367.00		
			NUISANCE ABATEMENT SVCS-CODE	367.00
Vendor Total		**367.00**		
FYTD for INLAND EMPIRE PROPERTY SERVICE, INC		**53,813.12**		
INSIDE PLANTS, INC.			Remit to: **CORONA** **CA**	
2/14/2011	882116	316.00		
			PLANT MAINT-CONF & REC CTR	316.00
Vendor Total		**316.00**		
FYTD for INSIDE PLANTS, INC.		**2,528.00**		

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INTERFACE SYSTEMS				Remit to: **EARTH CITY** **MO**	
	2/22/2011	206490	51.62		
				REFUND-BUS LIC OVRPMT	51.62
	Vendor Total		**51.62**		
FYTD for INTERFACE SYSTEMS			**51.62**		
INTERIOR SPECIALISTS, INC				Remit to: **CARLLSBAD** **CA**	
	2/22/2011	206491	39.64		
				REFUND-BUS LIC OVRPMT	39.64
	Vendor Total		**39.64**		
FYTD for INTERIOR SPECIALISTS, INC			**39.64**		
IRON MOUNTAIN INTELLECTUAL PROPERTY MGMT				Remit to: **NORCROSS** **GA**	
	2/28/2011	882185	700.00		
				ERP SOFTWARE ESCROW ACCT	700.00
	Vendor Total		**700.00**		
FYTD for IRON MOUNTAIN INTELLECTUAL PROPERTY MGMT			**700.00**		
IRON MOUNTAIN OFF-SITE DATA PROTECTION				Remit to: **CERRITOS** **CA**	
	2/7/2011	206228	1,036.97		
				OFFSITE DATA STORAGE-TECH SVCS	1,036.97
	Vendor Total		**1,036.97**		
FYTD for IRON MOUNTAIN OFF-SITE DATA PROTECTION			**7,950.44**		
IRONMAN NUTRITION				Remit to: **MORENO VALLEY** **CA**	
	2/28/2011	206629	61.00		
				REFUND-BUS LIC OVRPMT	61.00
	Vendor Total		**61.00**		
FYTD for IRONMAN NUTRITION			**61.00**		
IWS GENERAL CONTRACTOR				Remit to: **SANTA ANA** **CA**	
	2/22/2011	206492	1,930.00		
				SAFETY SCREEN-STARS	1,930.00
	Vendor Total		**1,930.00**		
FYTD for IWS GENERAL CONTRACTOR			**1,930.00**		
JAMS, INC.				Remit to: **LOS ANGELES** **CA**	
	2/7/2011	206229	1,008.33		
				MEDIATION SVCS	1,008.33
	Vendor Total		**1,008.33**		
FYTD for JAMS, INC.			**1,008.33**		

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JANNEY & JANNEY ATTORNEY SVCS, INC.			Remit to: **RIVERSIDE** **CA**	
2/22/2011	206493	75.00		
			MONTHLY RETAINER-CITY ATTRNY'S	75.00
	Vendor Total	**75.00**		
FYTD for JANNEY & JANNEY ATTORNEY SVCS, INC.		**1,208.65**		
JARAMILLO, MANUELA			Remit to: **MORENO VALLEY** **CA**	
2/14/2011	206372	404.50		
			REFUND-CITATION FEE	404.50
	Vendor Total	**404.50**		
FYTD for JARAMILLO, MANUELA		**404.50**		
JDEDGE SOFTWARE, LLC			Remit to: **KRUGERVILLE** **TX**	
2/22/2011	882155	2,025.00		
			CONSULTING SVCS-TECH SVCS	2,025.00
	Vendor Total	**2,025.00**		
FYTD for JDEDGE SOFTWARE, LLC		**19,852.50**		
JOE A. GONSALVES & SON			Remit to: **SACRAMENTO** **CA**	
2/14/2011	882117	3,150.00		
			REPRESENTATION SVCS	3,150.00
	Vendor Total	**3,150.00**		
FYTD for JOE A. GONSALVES & SON		**25,200.00**		
JOHN R BYERLY, INC			Remit to: **BLOOMINGTON** **CA**	
2/7/2011	206230	25.21		
			REFUND-BUS LIC OVRPMT	25.21
	Vendor Total	**25.21**		
FYTD for JOHN R BYERLY, INC		**25.21**		
JOHNSON CONTROLS, INC			Remit to: **MILWAUKEE** **WI**	
2/7/2011	206231	85.10		
			REFUND-BUS LIC OVRPMT	85.10
	Vendor Total	**85.10**		
FYTD for JOHNSON CONTROLS, INC		**85.10**		
JONES, SUSAN			Remit to: **MORENO VALLEY** **CA**	
2/7/2011	882033	318.73		
			RETIREE MED FEB '11	318.73
	Vendor Total	**318.73**		
FYTD for JONES, SUSAN		**2,549.84**		

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JTB SUPPLY CO., INC.				Remit to: **ORANGE** **CA**	
	2/14/2011	206373	8,129.06		
				TRAFFIC SGNL MAINT SUPPLIES	8,129.06
	Vendor Total		**8,129.06**		
FYTD for JTB SUPPLY CO., INC.			**16,784.49**		
JUBACK, RACHEL & MATT				Remit to: **CORONA** **CA**	
	2/22/2011	206494	20.00		
				REFUND-RABIES DEP	20.00
	Vendor Total		**20.00**		
FYTD for JUBACK, RACHEL & MATT			**20.00**		
KATHLEEN A. MULLIGAN				Remit to: **MORENO VALLEY** **CA**	
	2/22/2011	206495	7,500.00		
				MOBILEHOME ACQUIS. PER AGRMNT	7,500.00
	Vendor Total		**7,500.00**		
FYTD for KATHLEEN A. MULLIGAN			**8,925.00**		
KDM MERIDIAN, INC.				Remit to: **LAKE FOREST** **CA**	
	2/7/2011	882034	12,075.00		
				SUNNYMD BLVD REVIT PROJ SVCS	12,075.00
	2/22/2011	882156	2,425.00		
				SUNNYMD BLVD REVIT PROJ SVCS	2,425.00
	Vendor Total		**14,500.00**		
FYTD for KDM MERIDIAN, INC.			**21,142.50**		
KING, PATRICIA A.				Remit to: **LAS VEGAS** **NV**	
	2/7/2011	206232	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for KING, PATRICIA A.			**2,549.84**		
KOLB, CHARLES E.				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	882035	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for KOLB, CHARLES E.			**2,549.84**		
KOLLAR, KYLE				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	882036	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for KOLLAR, KYLE			**2,549.84**		

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KUPSAK, STEVE				Remit to: **CEDAR GLEN** **CA**	
	2/28/2011	206630	274.50		
				PER DIEM-CPRS CONFERENCE	274.50
	Vendor Total		**274.50**		
FYTD for KUPSAK, STEVE			**274.50**		
KYLE, GARY M.				Remit to: **PRESCOTT VALLEY** **AZ**	
	2/7/2011	882037	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for KYLE, GARY M.			**2,549.84**		
L D I MECHANICAL				Remit to: **CORONA** **CA**	
	2/7/2011	206233	22.75		
				REFUND-BUS LIC OVRPMT	22.75
	Vendor Total		**22.75**		
FYTD for L D I MECHANICAL			**22.75**		
LA FOLLETTE, JOHNSON, DE HAAS, ET AL				Remit to: **LOS ANGELES** **CA**	
	2/14/2011	206374	4,872.00		
				LEGAL SERVICES	4,872.00
	Vendor Total		**4,872.00**		
FYTD for LA FOLLETTE, JOHNSON, DE HAAS, ET AL			**46,986.16**		
LACAVA, DEANNA				Remit to: **MORENO VALLEY** **CA**	
	2/22/2011	206496	50.00		
				REFUND-TRAP DEPOSIT	50.00
	Vendor Total		**50.00**		
FYTD for LACAVA, DEANNA			**50.00**		
LADY FOOT LOCKER #6515				Remit to: **HARRISBURG** **PA**	
	2/7/2011	206234	77.33		
				REFUND-BUS LIC OVRPMT	77.33
	Vendor Total		**77.33**		
FYTD for LADY FOOT LOCKER #6515			**77.33**		
LAFATA, JOSEPHINE				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	882038	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for LAFATA, JOSEPHINE			**2,531.00**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LAKESHORE VILLAGE CLEANERS				Remit to: **MORENO VALLEY** **CA**	
	2/28/2011	206631	50.00		
				REFUND-BUS LIC OVRPMT	50.00
	Vendor Total		**50.00**		
FYTD for LAKESHORE VILLAGE CLEANERS			**50.00**		
LANG, TRACEY				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	206375	152.00		
				INSTRUCTION SVCS-4 DAYS	152.00
	Vendor Total		**152.00**		
FYTD for LANG, TRACEY			**456.00**		
LANGENDORF, BENJAMIN				Remit to: **PERRIS** **CA**	
	2/7/2011	882039	442.80		
				RETIREE MED NOV - DEC '10	442.80
	Vendor Total		**442.80**		
FYTD for LANGENDORF, BENJAMIN			**1,421.56**		
LARRY JACINTO CONSTRUCTION				Remit to: **MENTONE** **CA**	
	2/28/2011	206632	77.44		
				REFUND-BUS LIC OVRPMT	77.44
	Vendor Total		**77.44**		
FYTD for LARRY JACINTO CONSTRUCTION			**77.44**		
LAUREL INSURANCE AGENCY				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206235	55.72		
				REFUND-BUS LIC OVRPMT	55.72
	Vendor Total		**55.72**		
FYTD for LAUREL INSURANCE AGENCY			**55.72**		
LAWN TECH EQUIPMENT				Remit to: **RIVERSIDE** **CA**	
	2/7/2011	882040	63.00		
				CHAIN SHARPENING-TREE MAINT	63.00
	2/14/2011	882118	130.00		
				CHAIN SHARPENING-TREE MAINT	15.00
				CHAIN SHARPENING-TREE MAINT	115.00
	Vendor Total		**193.00**		
FYTD for LAWN TECH EQUIPMENT			**2,063.97**		

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LAWYERS TITLE INC			Remit to: **NEWPORT BEACH** **CA**	
2/10/2011	110207	22,581.00		
			ACQ & ESCROW-12095 HEACOCK ST	22,581.00
	Vendor Total	**22,581.00**		
FYTD for LAWYERS TITLE INC		**151,837.50**		
LEADING EDGE LEARNING CENTER			Remit to: **MORENO VALLEY** **CA**	
2/22/2011	206497	165.65		
			REFUND-BUS LIC OVRPMT	111.54
			REFUND-BUS LIC OVRPMT	54.11
	Vendor Total	**165.65**		
FYTD for LEADING EDGE LEARNING CENTER		**1,129.01**		
LENT, WANDA M.			Remit to: **MORENO VALLEY** **CA**	
2/28/2011	206613	0.00		
			REFUND-BUS LIC OVRPMT	12.03
			VOIDED CHECK #206613 ON2/28/11	-12.03
	Vendor Total	**0.00**		
FYTD for LENT, WANDA M.		**0.00**		
LEONOR S. AQUIRRE			Remit to: **MORENO VALLEY** **CA**	
2/14/2011	206376	7,500.00		
			MOBILEHOME ACQUIS. PER AGRMNT	7,500.00
	Vendor Total	**7,500.00**		
FYTD for LEONOR S. AQUIRRE		**7,500.00**		
LEVI'S LANDSCAPING, INC			Remit to: **RIVERSIDE** **CA**	
2/7/2011	206237	43.95		
			REFUND-BUS LIC OVRPMT	43.95
	Vendor Total	**43.95**		
FYTD for LEVI'S LANDSCAPING, INC		**43.95**		
LEWIS BRISBOIS BISGAARD & SMITH LLP			Remit to: **SAN BERNARDINO** **CA**	
2/14/2011	882119	1,631.61		
			LEGAL SERVICES-RISK MGT	1,631.61
	Vendor Total	**1,631.61**		
FYTD for LEWIS BRISBOIS BISGAARD & SMITH LLP		**6,461.85**		
LEWIS, CAROLYN S.			Remit to: **BEAUMONT** **CA**	
2/7/2011	882041	318.73		
			RETIREE MED FEB '11	318.73
	Vendor Total	**318.73**		
FYTD for LEWIS, CAROLYN S.		**2,531.00**		

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LEXISNEXIS				Remit to: **LOS ANGELES** **CA**	
	2/28/2011	882186	1,480.00		
				ONLINE LEGAL SVCS-CDD	370.00
				ONLINE LEGAL SVCS-CITY ATTRNY	740.00
				ONLINE LEGAL SVCS-CITY CLRKS	370.00
	Vendor Total		**1,480.00**		
FYTD for LEXISNEXIS			**13,320.00**		
LINDO, HERMINA G.				Remit to: **TITUSVILLE** **FL**	
	2/7/2011	882042	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for LINDO, HERMINA G.			**2,231.11**		
LINE X OF MORENO VALLEY				Remit to: **LAKE ELSINORE** **CA**	
	2/7/2011	206238	38.83		
				REFUND-BUS LIC OVRPMT	38.83
	Vendor Total		**38.83**		
FYTD for LINE X OF MORENO VALLEY			**38.83**		
LIVING WAY CHRISTIAN FELLOWSHIP				Remit to: **MORENO VALLEY** **CA**	
	2/28/2011	206633	200.00		
				REFUND-RNTL DEP 2/14/11	200.00
	Vendor Total		**200.00**		
FYTD for LIVING WAY CHRISTIAN FELLOWSHIP			**950.00**		
LOGAN, CHARLES				Remit to: **LAS VEGAS** **NV**	
	2/7/2011	882043	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for LOGAN, CHARLES			**2,549.84**		
LOPEZ RENTAL PROPERTY				Remit to: **MURRIETA** **CA**	
	2/28/2011	206634	24.00		
				REFUND-BUS LIC OVRPMT	24.00
	Vendor Total		**24.00**		
FYTD for LOPEZ RENTAL PROPERTY			**24.00**		
LOPEZ, BRENDA				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206239	47.00		
				REFUND-CLASS REGIST	47.00
	Vendor Total		**47.00**		
FYTD for LOPEZ, BRENDA			**47.00**		

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LOR GEOTECHNICAL GROUP, INC.			Remit to: **RIVERSIDE** **CA**	
2/7/2011	882044	7,025.00		
			CITYWIDE BRIDGE MAINT PRGM	4,000.00
			SUNNYMD BLVD REVIT PROJ SVCS	673.70
			SUNNYMD BLVD REVIT PROJ SVCS	266.30
			IRONWD AVE/DAY ST-BARCLAY PROJ	2,085.00
2/28/2011	882187	582.00		
			SUNNYMD BLVD PED ACCESS RAMP	582.00
	Vendor Total	**7,607.00**		
FYTD for LOR GEOTECHNICAL GROUP, INC.		**52,846.00**		
LOS ANGELES SIGNAL CONSTRUCTION, INC			Remit to: **SAN DIMAS** **CA**	
2/22/2011	206498	22.46		
			REFUND-BUS LIC OVRPMT	22.46
	Vendor Total	**22.46**		
FYTD for LOS ANGELES SIGNAL CONSTRUCTION, INC		**22.46**		
LOS ANGELES TIMES			Remit to: **PHOENIX** **AZ**	
2/22/2011	206499	23.92		
			SUBSCRIPTION-2/5 TO 3/30	23.92
	Vendor Total	**23.92**		
FYTD for LOS ANGELES TIMES		**23.92**		
LOW PRICE AUTO GLASS #60			Remit to: **MORENO VALLEY** **CA**	
2/28/2011	206635	84.14		
			REFUND-BUS LIC OVRPMT	84.14
	Vendor Total	**84.14**		
FYTD for LOW PRICE AUTO GLASS #60		**84.14**		
LOZANO, DAVID M.			Remit to: **MORENO VALLEY** **CA**	
2/14/2011	206377	50.00		
			REFUND-TRAP DEPOSIT	50.00
	Vendor Total	**50.00**		
FYTD for LOZANO, DAVID M.		**50.00**		
LUMLEY, ROBERT C.			Remit to: **MORENO VALLEY** **CA**	
2/7/2011	882045	318.73		
			RETIREE MED FEB '11	318.73
	Vendor Total	**318.73**		
FYTD for LUMLEY, ROBERT C.		**2,549.84**		

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LUXOTTICA				Remit to: **MASON** **OH**	
	2/28/2011	206636	30.00		
				REFUND-FALSE ALARM	30.00
	Vendor Total		**30.00**		
FYTD for LUXOTTICA			**30.00**		
MACKENZIE LANDSCAPE				Remit to: **MENIFEE** **CA**	
	2/28/2011	206637	81.15		
				REFUND-BUS LIC OVRPMT	81.15
	Vendor Total		**81.15**		
FYTD for MACKENZIE LANDSCAPE			**81.15**		
MANERI TRAFFIC CONTROL				Remit to: **FALLBROOK** **CA**	
	2/28/2011	206638	20.00		
				REFUND-BUS LIC OVRPMT	20.00
	Vendor Total		**20.00**		
FYTD for MANERI TRAFFIC CONTROL			**20.00**		
MARCH JOINT POWERS AUTHORITY				Remit to: **RIVERSIDE** **CA**	
	2/14/2011	206378	10.12		
				GAS CHARGES-MF COMM CTR	8.27
				GAS CHARGES-MF COMM CTR	1.85
	Vendor Total		**10.12**		
FYTD for MARCH JOINT POWERS AUTHORITY			**53.85**		
MARINA LANDSCAPE, INC				Remit to: **ANAHEIM** **CA**	
	2/28/2011	206639	4,994.91		
				LANDSCAPE MAINT-DSG2S	4,994.91
	Vendor Total		**4,994.91**		
FYTD for MARINA LANDSCAPE, INC			**53,779.71**		
MARQUEZ, AVENDIDA				Remit to: **PERRIS** **CA**	
	2/14/2011	206379	404.50		
				REFUND-CITATION FEE	404.50
	Vendor Total		**404.50**		
FYTD for MARQUEZ, AVENDIDA			**404.50**		
MARTIAL ARTS INTERNATIONAL, USKO				Remit to: **MORENO VALLEY** **CA**	
	2/28/2011	206640	224.00		
				INSTRUCTOR SVCS-KICKBOXING	112.00
				INSTRUCTOR SVCS-BOXING	112.00
	Vendor Total		**224.00**		
FYTD for MARTIAL ARTS INTERNATIONAL, USKO			**504.00**		

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MARTINEZ, AIDA				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	206380	300.00		
				REFUND-RNTL DEP 1/15/11	300.00
	Vendor Total		**300.00**		
FYTD for MARTINEZ, AIDA			**300.00**		
MARTINEZ, REGGIE				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206240	70.00		
				SPORTS OFFICIATING SVCS	70.00
	2/14/2011	206381	35.00		
				SPORTS OFFICIATING SVCS	35.00
	Vendor Total		**105.00**		
FYTD for MARTINEZ, REGGIE			**595.00**		
MASONITE INTERNATIONAL				Remit to: **TAMPA** **FL**	
	2/22/2011	206500	300.56		
				REFUND-FALSE ALARM	300.56
	Vendor Total		**300.56**		
FYTD for MASONITE INTERNATIONAL			**300.56**		
MATHIS, NOLAN				Remit to: **JACKSON** **KY**	
	2/7/2011	882046	296.00		
				RETIREE MED DEC '10	296.00
	Vendor Total		**296.00**		
FYTD for MATHIS, NOLAN			**2,368.00**		
MAXINOSKI, SUE A.				Remit to: **AVINGER** **TX**	
	2/7/2011	882047	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for MAXINOSKI, SUE A.			**2,549.84**		
MAYER HOFFMAN MCCANN P.C.				Remit to: **IRVINE** **CA**	
	2/22/2011	206501	13,404.00		
				AUDITING SVCS-RDA	1,736.00
				AUDITING SVCS-RDA	3,472.00
				AUDITING SVCS-CHILD CARE PRGM	8,196.00
	2/28/2011	206641	23,443.00		
				AUDITING SVCS-CITY AUDIT	19,165.00
				AUDITING SVCS-RDA	1,426.00
				AUDITING SVCS-RDA	2,852.00
	Vendor Total		**36,847.00**		
FYTD for MAYER HOFFMAN MCCANN P.C.			**57,817.00**		

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MC CONNELL CABINETS, INC.				Remit to: **INDUSTRY** **CA**	
	2/22/2011	206502	31.50		
				REFUND-BUS LIC OVRPMT	31.50
	Vendor Total		**31.50**		
FYTD for MC CONNELL CABINETS, INC.			**31.50**		
MC GRATH RENTCORP (MOBILE MODULAR)				Remit to: **LIVERMORE** **CA**	
	2/7/2011	206241	49.00		
				REFUND-BUS.LIC OVERPYMT	49.00
	Vendor Total		**49.00**		
FYTD for MC GRATH RENTCORP (MOBILE MODULAR)			**49.00**		
MCCARTHY & BERLIN, LLP				Remit to: **SAN JOSE** **CA**	
	2/14/2011	882120	234.50		
				LEGAL SERVICES-UTILITY	234.50
	Vendor Total		**234.50**		
FYTD for MCCARTHY & BERLIN, LLP			**3,239.65**		
MCCARTY, MICHAEL				Remit to: **BEAUMONT** **CA**	
	2/28/2011	206642	394.90		
				TRAVEL EXP.-CPRS CONFERENCE	181.40
				TRAVEL EXP.-CPRS CONFERENCE	213.50
	Vendor Total		**394.90**		
FYTD for MCCARTY, MICHAEL			**394.90**		
McDONALD, CHRIS				Remit to: **PERRIS** **CA**	
	2/22/2011	206503	342.00		
				INSTRUCTION SVCS-9 DAYS	342.00
	Vendor Total		**342.00**		
FYTD for McDONALD, CHRIS			**1,596.00**		
MCKINNEY, MICHELLE				Remit to: **PERRIS** **CA**	
	2/14/2011	206382	74.40		
				REFUND-CLASS REGIST	74.40
	Vendor Total		**74.40**		
FYTD for MCKINNEY, MICHELLE			**74.40**		

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MEEKS, DANIEL				Remit to: **PERRIS** **CA**	
	2/7/2011	882048	100.00		
				SPORTS OFFICIATING SVCS	100.00
	2/28/2011	882188	140.00		
				SPORTS OFFICIATING SVCS	60.00
				SPORTS OFFICIATING SVCS	80.00
	Vendor Total		**240.00**		
FYTD for MEEKS, DANIEL			**1,340.00**		
MELAD & ASSOCIATES, INC				Remit to: **HUNTINGTON BEACH** **CA**	
	2/14/2011	206383	6,353.82		
				PLAN CHECK SVCS-BLDG/SFTY	6,353.82
	Vendor Total		**6,353.82**		
FYTD for MELAD & ASSOCIATES, INC			**28,292.02**		
MENDENHALL, DALE W.				Remit to: **HEMET** **CA**	
	2/28/2011	206643	19.48		
				REIMB-ESRI USER GRP CONF.	19.48
	Vendor Total		**19.48**		
FYTD for MENDENHALL, DALE W.			**108.33**		
MENDOZA, LORRAINE				Remit to: **TEMECULA** **CA**	
	2/28/2011	206644	56.00		
				REFUND-ANML SVC FEES	30.00
				REFUND-ANML SVC FEES	10.00
				REFUND-ANML SVC FEES	16.00
	Vendor Total		**56.00**		
FYTD for MENDOZA, LORRAINE			**56.00**		
MENGISTU, YESHIALEM				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	206384	117.81		
				MILEAGE REIMBURSEMENT	117.81
	Vendor Total		**117.81**		
FYTD for MENGISTU, YESHIALEM			**674.81**		
MENOS STEREOS				Remit to: **MORENO VALLEY** **CA**	
	2/22/2011	206504	71.88		
				REFUND-BUS LIC OVRPMT	71.88
	Vendor Total		**71.88**		
FYTD for MENOS STEREOS			**71.88**		

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MESSIN, LOUIS				Remit to: **BULLHEAD CITY** **AZ**	
	2/7/2011	882049	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for MESSIN, LOUIS			**2,549.84**		
MEYERS, ROBERT				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206242	252.00		
				INSTRUCTOR SVCS-DRAWING 9	189.00
				INSTRUCTOR SVCS-PHOTOGRAPHY 3	63.00
	Vendor Total		**252.00**		
FYTD for MEYERS, ROBERT			**1,911.00**		
MGT OF AMERICA, INC.				Remit to: **SACRAMENTO** **CA**	
	2/7/2011	882050	3,000.00		
				SB90 COST CLAIMING	3,000.00
	Vendor Total		**3,000.00**		
FYTD for MGT OF AMERICA, INC.			**9,000.00**		
MICHAEL ZAKHAROV SCAFFOLDING				Remit to: **MORENO VALLEY** **CA**	
	2/28/2011	206645	71.74		
				REFUND-BUS LIC OVRPMT	71.74
	Vendor Total		**71.74**		
FYTD for MICHAEL ZAKHAROV SCAFFOLDING			**71.74**		
MILES, ROBERT				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	882051	229.88		
				RETIREE MED FEB '11	229.88
	Vendor Total		**229.88**		
FYTD for MILES, ROBERT			**1,626.94**		
MINARD, MARK E.				Remit to: **REDLANDS** **CA**	
	2/7/2011	882052	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for MINARD, MARK E.			**2,486.48**		
MISSION PAVING AND SEALING, INC				Remit to: **IRWINDALE** **CA**	
	2/22/2011	206505	42.21		
				REFUND-BUS LIC OVRPMT	42.21
	Vendor Total		**42.21**		
FYTD for MISSION PAVING AND SEALING, INC			**42.21**		

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MISTRETTA, ARTHUR				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	882053	396.00		
				SPORTS OFFICIATING SVCS	54.00
				SPORTS OFFICIATING SVCS	90.00
				SPORTS OFFICIATING SVCS	54.00
				SPORTS OFFICIATING SVCS	54.00
				SPORTS OFFICIATING SVCS	90.00
				SPORTS OFFICIATING SVCS	54.00
	2/14/2011	882121	216.00		
				SPORTS OFFICIATING SVCS	54.00
				SPORTS OFFICIATING SVCS	90.00
				SPORTS OFFICIATING SVCS	54.00
				SPORTS OFFICIATING SVCS	18.00
	2/28/2011	882189	144.00		
				SPORTS OFFICIATING SVCS	36.00
				SPORTS OFFICIATING SVCS	38.00
				SPORTS OFFICIATING SVCS	16.00
				SPORTS OFFICIATING SVCS	54.00
	Vendor Total		**756.00**		
FYTD for MISTRETTA, ARTHUR			**2,070.00**		
MITCHELL, EUDORA				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	206385	200.00		
				REFUND-RNTL DEP 1/22/11	200.00
	Vendor Total		**200.00**		
FYTD for MITCHELL, EUDORA			**200.00**		
MITCHELL, HAILEY				Remit to: **CALIMESA** **CA**	
	2/22/2011	206506	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for MITCHELL, HAILEY			**20.00**		
MITY-LITE, INC.				Remit to: **OREM** **UT**	
	2/7/2011	882054	2,591.76		
				TABLES FOR C & R	1,788.31
				TABLES FOR C & R	803.45
	Vendor Total		**2,591.76**		
FYTD for MITY-LITE, INC.			**2,591.76**		
MOLLICA, MIKE				Remit to: **DUNNELLON** **FL**	
	2/7/2011	882055	401.42		
				RETIREE MED FEB '11	401.42
	Vendor Total		**401.42**		
FYTD for MOLLICA, MIKE			**3,211.36**		

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MORA, PATRICIA A.				Remit to: **MORENO VALLEY CA**	
	2/7/2011	882056	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for MORA, PATRICIA A.			**2,549.84**		
MORALES, FREDDY				Remit to: **MORENO VALLEY CA**	
	2/22/2011	206507	39.00		
				REFUND-CLASS REGIST	39.00
	Vendor Total		**39.00**		
FYTD for MORALES, FREDDY			**39.00**		
MORENO SUBWAY, INC				Remit to: **MENIFEE CA**	
	2/7/2011	206243	84.78		
				REFUND-BUS.LIC OVERPYMT	84.78
	Vendor Total		**84.78**		
FYTD for MORENO SUBWAY, INC			**84.78**		
MORENO VALLEY CHAMBER OF COMMERCE				Remit to: **MORENO VALLEY CA**	
	2/7/2011	206244	75.00		
				INSTL/AWARDS DINNER-J.ANDERSON	75.00
	2/22/2011	206508	750.00		
				REFUND-RNTL DEP 1/16/11	750.00
	2/22/2011	206509	90.00		
				WAKE UP MEETING-1/26	15.00
				WAKE UP MEETING-1/26	15.00
				WAKE UP MEETING-1/26	15.00
				WAKE UP MEETING-1/26	15.00
				WAKE UP MEETING-1/26	15.00
				WAKE UP MEETING-1/26	15.00
	Vendor Total		**915.00**		
FYTD for MORENO VALLEY CHAMBER OF COMMERCE			**22,525.00**		
MORENO VALLEY CITY EMPLOYEES ASSOC.				Remit to:	
	2/11/2011	2801	1,573.00		
				MVCEA DUES 2/11/11	1,573.00
	2/25/2011	2809	1,567.50		
				MVCEA DUES 2/25/11	1,567.50
	Vendor Total		**3,140.50**		
FYTD for MORENO VALLEY CITY EMPLOYEES ASSOC.			**28,225.00**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORENO VALLEY CONSTRUCTION			Remit to: **MORENO VALLEY**	**CA**
2/7/2011	206245	45.00		
			REFUND-BUS.LIC OVERPYMT	45.00
	Vendor Total	**45.00**		
FYTD for MORENO VALLEY CONSTRUCTION		**45.00**		
MORENO VALLEY GATEWAY, LLC			Remit to: **SAN JUAN CAPISTRANO**	**CA**
2/22/2011	882157	17,142.59		
			BLDG LEASE-FACILITIES ANNEX	2,458.97
			BLDG LEASE-TECH SVCS ANNEX	5,475.90
			BLDG LEASE-SPCL DIST/MVU ANNX	9,207.72
	Vendor Total	**17,142.59**		
FYTD for MORENO VALLEY GATEWAY, LLC		**137,140.72**		
MORENO VALLEY HIGH SCHOOL			Remit to: **MORENO VALLEY**	**CA**
2/28/2011	206646	610.50		
			REFUND-RNTL DEP 2/11/11	610.50
	Vendor Total	**610.50**		
FYTD for MORENO VALLEY HIGH SCHOOL		**610.50**		
MORENO VALLEY HISPANIC CHAMBER OF COMMER			Remit to: **MORENO VALLEY**	**CA**
2/14/2011	206386	50.00		
			2/1/11 ADELANTE MTG ATTENDANCE	10.00
			2/1/11 ADELANTE MTG ATTENDANCE	10.00
			2/1/11 ADELANTE MTG ATTENDANCE	10.00
			2/1/11 ADELANTE MTG ATTENDANCE	10.00
			2/1/11 ADELANTE MTG ATTENDANCE	10.00
	Vendor Total	**50.00**		
FYTD for MORENO VALLEY HISPANIC CHAMBER OF COMMER		**4,660.00**		
MORENO VALLEY POLICE DEPARTMENT			Remit to: **MORENO VALLEY**	**CA**
2/22/2011	206510	200.00		
			HOLIDAY CHEER DONATION	200.00
	Vendor Total	**200.00**		
FYTD for MORENO VALLEY POLICE DEPARTMENT		**200.00**		
MORGAN, LISA A.			Remit to: **MENTONE**	**CA**
2/7/2011	882057	318.73		
			RETIREE MED FEB '11	318.73
	Vendor Total	**318.73**		
FYTD for MORGAN, LISA A.		**2,549.84**		

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MORRIS-BARNES, YOLANDA			Remit to: **MORENO VALLEY** **CA**	
2/22/2011	206511	37.00		
			REFUND-CLASS REGIST	37.00
Vendor Total		**37.00**		
FYTD for MORRIS-BARNES, YOLANDA		**37.00**		
MOTHERHOOD MATERNITY #1889			Remit to: **PHILADELPHIA** **PA**	
2/22/2011	206512	76.10		
			REFUND-BUS LIC OVRPMT	76.10
Vendor Total		**76.10**		
FYTD for MOTHERHOOD MATERNITY #1889		**76.10**		
MOTIVATIONAL MEDIA ASSEMBLIES			Remit to: **BURBANK** **CA**	
2/22/2011	206513	3,200.00		
			MOTIVATIONAL SCHOOL PRGM-PD	3,200.00
Vendor Total		**3,200.00**		
FYTD for MOTIVATIONAL MEDIA ASSEMBLIES		**3,200.00**		
MR. CLEAN MAINTENANCE SYSTEMS			Remit to: **COLTON** **CA**	
2/7/2011	206246	78.00		
			REFUND-BUS.LIC OVERPYMT	78.00
Vendor Total		**78.00**		
FYTD for MR. CLEAN MAINTENANCE SYSTEMS		**78.00**		
MUSICSTAR			Remit to: **RIVERSIDE** **CA**	
2/22/2011	206514	432.00		
			INSTRUCTOR SVCS-GUITAR LESSONS	108.00
			INSTRUCTOR SVCS-PIANO LESSONS	135.00
			INSTRUCTOR SVCS-PIANO LESSONS	81.00
			INSTRUCTOR SVCS-PIANO LESSONS	108.00
Vendor Total		**432.00**		
FYTD for MUSICSTAR		**6,086.97**		
MYERS, ANA MARIA			Remit to: **MORENO VALLEY** **CA**	
2/28/2011	206647	75.00		
			INSTRUCTOR SVCS-CPR	75.00
Vendor Total		**75.00**		
FYTD for MYERS, ANA MARIA		**75.00**		
N P G CORPORATION			Remit to: **PERRIS** **CA**	
2/22/2011	206515	25.65		
			REFUND-BUS LIC OVRPMT	25.65
Vendor Total		**25.65**		
FYTD for N P G CORPORATION		**25.65**		

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NASON STREET SUBWAY, LLC			Remit to: **MENIFEE** **CA**	
2/7/2011	206247	75.50		
			REFUND-BUS.LIC OVERPYMT	75.50
Vendor Total		**75.50**		
FYTD for NASON STREET SUBWAY, LLC		**75.50**		
NATIONAL CONSTRUCTION RENTALS			Remit to: **MISSION HILLS** **CA**	
2/7/2011	206248	33.63		
			REFUND-BUS.LIC OVERPYMT	33.63
Vendor Total		**33.63**		
FYTD for NATIONAL CONSTRUCTION RENTALS		**33.63**		
NATIONAL PAVING COMPANY, INC			Remit to: **RIVERSIDE** **CA**	
2/7/2011	206249	25.00		
			REFUND-BUS.LIC OVERPYMT	25.00
Vendor Total		**25.00**		
FYTD for NATIONAL PAVING COMPANY, INC		**25.00**		
NATIONWIDE RETIREMENT SOLUTIONS			Remit to: **COLUMBUS** **OH**	
2/11/2011	2799	11,271.63		
			PST DEF COMP FOR FICA 2/11/11	11,271.63
2/11/2011	2800	23,936.67		
			DEF COMP-457 & 401(A) 2/11/11	23,936.67
2/25/2011	2807	10,909.26		
			PST DEF COMP FOR FICA 2/25/11	10,909.26
2/25/2011	2808	23,936.24		
			DEF COMP-457 & 401(A) 2/25/11	23,936.24
Vendor Total		**70,053.80**		
FYTD for NATIONWIDE RETIREMENT SOLUTIONS		**549,080.61**		
NAVARRETTE, RALPH			Remit to: **RANCHO CUCAMONGA** **CA**	
2/7/2011	882058	318.73		
			RETIREE MED FEB '11	318.73
Vendor Total		**318.73**		
FYTD for NAVARRETTE, RALPH		**2,549.84**		
NELSON, ROBERT			Remit to: **ONTARIO** **CA**	
2/7/2011	882059	325.66		
			RETIREE MED FEB '11	325.66
Vendor Total		**325.66**		
FYTD for NELSON, ROBERT		**2,484.92**		

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NELSON, RUTH L.				Remit to: **PERRIS** **CA**	
	2/7/2011	882060	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for NELSON, RUTH L.			**2,549.84**		
NELSON, TIMOTHY IVAN				Remit to: **GRAND TERRACE** **CA**	
	2/14/2011	206388	608.00		
				INSTRUCTION SVCS-16 DAYS	608.00
	Vendor Total		**608.00**		
FYTD for NELSON, TIMOTHY IVAN			**2,128.00**		
NEUSTAEDTER, CRAIG S				Remit to: **IRVINE** **CA**	
	2/7/2011	206250	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for NEUSTAEDTER, CRAIG S			**2,549.84**		
NEW HOPE CHRISTIAN CENTER, INC.				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206251	45.88		
				REFUND-BUS.LIC OVERPYMT	45.88
	Vendor Total		**45.88**		
FYTD for NEW HOPE CHRISTIAN CENTER, INC.			**45.88**		
NEW HORIZON MOBILE HOME PARK				Remit to: **LOS ANGELES** **CA**	
	2/14/2011	882122	7.95		
				REFUND-UT USER TAXES	7.95
	Vendor Total		**7.95**		
FYTD for NEW HORIZON MOBILE HOME PARK			**34.37**		
NEWPORT AWNING COMPANY, INC.				Remit to: **SANTA ANA** **CA**	
	2/7/2011	206252	195.20		
				REFUND-PERMIT FEE	195.20
	Vendor Total		**195.20**		
FYTD for NEWPORT AWNING COMPANY, INC.			**195.20**		
NEWPORT DENTAL				Remit to: **IRVINE** **CA**	
	2/7/2011	206253	22.50		
				REFUND-BUS.LIC OVERPYMT	22.50
	Vendor Total		**22.50**		
FYTD for NEWPORT DENTAL			**22.50**		

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NIEBURGER, JUDITH A.				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206254	401.42		
				RETIREE MED FEB '11	401.42
	Vendor Total		**401.42**		
FYTD for NIEBURGER, JUDITH A.			**3,211.36**		
NIP & CUT HAIR STUDIO				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206255	35.00		
				REFUND-BUS.LIC OVERPYMT	35.00
	Vendor Total		**35.00**		
FYTD for NIP & CUT HAIR STUDIO			**35.00**		
NOBEL SYSTEMS				Remit to: **SAN BERNARDINO** **CA**	
	2/22/2011	882158	24,000.00		
				GIS CONVERSION-TECH SVCS	24,000.00
	Vendor Total		**24,000.00**		
FYTD for NOBEL SYSTEMS			**24,000.00**		
NOBLES, GARRETT				Remit to: **HEMET** **CA**	
	2/14/2011	206389	88.19		
				MILEAGE REIMBURSEMENT	88.19
	Vendor Total		**88.19**		
FYTD for NOBLES, GARRETT			**409.69**		
NUSBAUM, RICHARD				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	206390	45.00		
				REFUND-CLASS REGIST	45.00
	Vendor Total		**45.00**		
FYTD for NUSBAUM, RICHARD			**45.00**		
NUTRITIONAL MERCHANDISE				Remit to: **LA HABRA** **CA**	
	2/28/2011	206648	89.18		
				REFUND-BUS LIC OVRPMT	89.18
	Vendor Total		**89.18**		
FYTD for NUTRITIONAL MERCHANDISE			**89.18**		
OCHOA, CESAREO ROSAS				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	206391	72.50		
				REFUND-CITATION FEE	72.50
	Vendor Total		**72.50**		
FYTD for OCHOA, CESAREO ROSAS			**72.50**		

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OFFICE DEPOT				Remit to: **LOS ANGELES** **CA**	
	2/22/2011	206516	53.05		
				FILE DIVIDER TABS-FINANCE	53.05
	Vendor Total		**53.05**		
FYTD for OFFICE DEPOT			**88.72**		
ONE ACUPUNTURE CLINIC				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206257	61.45		
				REFUND-BUS.LIC OVERPYMT	61.45
	Vendor Total		**61.45**		
FYTD for ONE ACUPUNTURE CLINIC			**61.45**		
OPERATION SAFEHOUSE, INC.				Remit to: **RIVERSIDE** **CA**	
	2/14/2011	206392	6,047.98		
				CDBG SVCS-SHELTER PRGM	307.17
				CDBG SVCS-SHELTER PRGM	457.56
				CDBG SVCS-SHELTER PRGM	803.29
				CDBG SVCS-SHELTER PRGM	1,271.31
				CDBG SVCS-SHELTER PRGM	1,927.76
				CDBG SVCS-SHELTER PRGM	1,280.89
	Vendor Total		**6,047.98**		
FYTD for OPERATION SAFEHOUSE, INC.			**8,545.46**		
ORACLE AMERICA				Remit to: **SAN FRANCISCO** **CA**	
	2/28/2011	206649	21,621.69		
				ONEWORLD MAINT SVCS-TECH SVCS	21,621.69
	Vendor Total		**21,621.69**		
FYTD for ORACLE AMERICA			**43,243.38**		
ORELLANA, SHANNON				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	206393	404.50		
				REFUND-CITATION FEE	404.50
	Vendor Total		**404.50**		
FYTD for ORELLANA, SHANNON			**404.50**		
OUTDOOR DESIGN STUDIO, LLC		**2409820**		Remit to: **MURRIETA** **CA**	
	2/22/2011	206517	11,080.63		
				MONUMENT SIGNS FOR CITY PARKS	11,080.63
	Vendor Total		**11,080.63**		
FYTD for OUTDOOR DESIGN STUDIO, LLC 2409820			**11,080.63**		

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OVERLAND PACIFIC & CUTLER, INC.			Remit to: **LONG BEACH** **CA**	
2/7/2011	882061	6,720.00		
			RIGHT OF WAY SVCS-VARIOUS PROJ	6,720.00
	Vendor Total	**6,720.00**		
FYTD for OVERLAND PACIFIC & CUTLER, INC.		**101,945.25**		
OVIEDO, JAVIER			Remit to: **RIVERSIDE** **CA**	
2/14/2011	206394	75.00		
			REFUND-S/N DEPOSIT	75.00
	Vendor Total	**75.00**		
FYTD for OVIEDO, JAVIER		**75.00**		
OXFORD UNIVERSITY PRESS			Remit to: **CARY** **NC**	
2/28/2011	206650	154.37		
			MISC BOOKS-LIBRARY	51.00
			MISC BOOKS-SHIPPING	11.36
			MISC BOOKS-SALES TAX	4.47
			MISC BOOKS-LIBRARY	68.00
			MISC BOOKS-SHIPPING	13.59
			MISC BOOKS-SALES TAX	5.95
	Vendor Total	**154.37**		
FYTD for OXFORD UNIVERSITY PRESS		**154.37**		
PACHECO, VICKI			Remit to: **MORENO VALLEY** **CA**	
2/28/2011	206651	200.00		
			REFUND-RNTL DEP 2/5/11	200.00
	Vendor Total	**200.00**		
FYTD for PACHECO, VICKI		**200.00**		
PACIFIC COAST TITLE			Remit to: **BREA** **CA**	
2/7/2011	206258	200.00		
			REFUND-ADMIN CITATION	200.00
	Vendor Total	**200.00**		
FYTD for PACIFIC COAST TITLE		**200.00**		
PACIFIC COMMERCIAL CONSTRUCTION			Remit to: **CARLSBAD** **CA**	
2/22/2011	206518	32.29		
			REFUND-BUS LIC OVRPMT	32.29
	Vendor Total	**32.29**		
FYTD for PACIFIC COMMERCIAL CONSTRUCTION		**32.29**		

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PACIFIC GREEN HORTICULTURAL SVC			Remit to: **UPLAND** **CA**	
2/7/2011	206259	989.00		
			FERTILIZATION-ZONE E-1	302.97
			FERTILIZATION-ZONE E-4	550.15
			FERTILIZATION-ZONE E-7	112.61
			FERTILIZATION-ZONE E-14	23.27
	Vendor Total	**989.00**		
FYTD for PACIFIC GREEN HORTICULTURAL SVC		**5,548.83**		
PACIFIC MOBILE HOME CONSTRUCTION			Remit to: **CORONA** **CA**	
2/7/2011	882062	9,000.00		
			26871 ALESSANDRO #68-GRANT WK	9,000.00
	Vendor Total	**9,000.00**		
FYTD for PACIFIC MOBILE HOME CONSTRUCTION		**9,000.00**		
PACIFIC TELEMANAGEMENT SERVICES			Remit to: **SAN RAMON** **CA**	
2/22/2011	882159	438.48		
			PAYPHONE SVCS	375.84
			PAYPHONE SVCS	62.64
	Vendor Total	**438.48**		
FYTD for PACIFIC TELEMANAGEMENT SERVICES		**3,507.84**		
PAETEC COMMUNICATIONS, INC			Remit to: **FAIRPORT** **NY**	
2/7/2011	206260	22.51		
			REFUND-BUS.LIC OVERPYMT	22.51
	Vendor Total	**22.51**		
FYTD for PAETEC COMMUNICATIONS, INC		**22.51**		
PALAU, SHANNA			Remit to: **MORENO VALLEY** **CA**	
2/22/2011	206519	182.00		
			MILEAGE/PARKING-DEV TRADESHOW	182.00
	Vendor Total	**182.00**		
FYTD for PALAU, SHANNA		**487.17**		
PAM'S DONUTS			Remit to: **MORENO VALLEY** **CA**	
2/28/2011	206652	38.18		
			REFUND-BUS LIC OVRPMT	38.18
	Vendor Total	**38.18**		
FYTD for PAM'S DONUTS		**38.18**		

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PARACLETE FIRE & SAFETY, INC			Remit to: **BREA** **CA**	
2/28/2011	206653	294.00		
			REFUND-BUS LIC OVRPMT	294.00
	Vendor Total	**294.00**		
FYTD for PARACLETE FIRE & SAFETY, INC		**294.00**		
PARSONS TRANSPORTATION GROUP, INC.			Remit to: **IRVINE** **CA**	
2/28/2011	206654	21,093.07		
			SR60/MOR BCH DR INTERCHG PROJ	21,093.07
	Vendor Total	**21,093.07**		
FYTD for PARSONS TRANSPORTATION GROUP, INC.		**463,466.59**		
PATTERSON, ALFREY			Remit to: **MORENO VALLEY** **CA**	
2/7/2011	206261	229.88		
			RETIREE MED FEB '11	229.88
	Vendor Total	**229.88**		
FYTD for PATTERSON, ALFREY		**1,626.94**		
PATTISON, GREG			Remit to: **RIVERSIDE** **CA**	
2/14/2011	206395	20.00		
			REFUND-RABIES DEPOSIT	20.00
	Vendor Total	**20.00**		
FYTD for PATTISON, GREG		**20.00**		
PAUL, MICHAEL			Remit to: **SAN JACINTO** **CA**	
2/7/2011	206262	110.00		
			SPORTS OFFICIATING SVCS	110.00
2/28/2011	206655	88.00		
			SPORTS OFFICIATING SVCS	88.00
	Vendor Total	**198.00**		
FYTD for PAUL, MICHAEL		**1,395.00**		
PAYLESS SHOE SOURCE			Remit to: **TOPEKA** **KS**	
2/7/2011	206263	277.55		
			REFUND-BUS.LIC OVERPYMT	99.14
			REFUND-BUS.LIC OVERPYMT	86.16
			REFUND-BUS.LIC OVERPYMT	92.25
	Vendor Total	**277.55**		
FYTD for PAYLESS SHOE SOURCE		**277.55**		

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PENA, BETSY				Remit to: **DUARTE** **CA**	
	2/22/2011	206521	47.00		
				REFUND-ANML LIC FEE	9.00
				REFUND-ANML LIC FEE	19.00
				REFUND-ANML LIC FEE	19.00
	Vendor Total		**47.00**		
FYTD for PENA, BETSY			**47.00**		
PENHALL COMPANY				Remit to: **ANAHEIM** **CA**	
	2/28/2011	206656	45.89		
				REFUND-BUS LIC OVRPMT	45.89
	Vendor Total		**45.89**		
FYTD for PENHALL COMPANY			**3,276.89**		
PEREZ, NALLELY				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206264	39.00		
				REFUND-CLASS REGIST	35.00
				REFUND-CLASS REGIST	4.00
	Vendor Total		**39.00**		
FYTD for PEREZ, NALLELY			**39.00**		
PERRY, NORMA				Remit to: **PIONEER** **CA**	
	2/7/2011	206265	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for PERRY, NORMA			**2,549.84**		
PERS LONG TERM CARE PROGRAM				Remit to: **PASADENA** **CA**	
	2/14/2011	206396	458.63		
				LONG TERM CARE INSURANCE	458.63
	2/28/2011	206657	458.63		
				LONG TERM CARE INSURANCE	458.63
	Vendor Total		**917.26**		
FYTD for PERS LONG TERM CARE PROGRAM			**8,425.38**		
PETERSON, CHRISTINE				Remit to: **MENTONE** **CA**	
	2/7/2011	206266	1,500.00		
				TUITION REIMBURSEMENT	1,500.00
	Vendor Total		**1,500.00**		
FYTD for PETERSON, CHRISTINE			**1,500.00**		

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PETERSON-CHASE GENERAL ENGINEERING CONST			Remit to: **IRVINE** **CA**	
2/7/2011	206267	97.61		
			REFUND-BUS.LIC OVERPYMT	97.61
Vendor Total		**97.61**		
FYTD for PETERSON-CHASE GENERAL ENGINEERING CONST		**97.61**		
PHO HA VIETNAMES RESTAURANT			Remit to: **MORENO VALLEY** **CA**	
2/7/2011	206268	81.87		
			REFUND-BUS.LIC OVERPYMT	10.00
			REFUND-BUS.LIC OVERPYMT	71.87
Vendor Total		**81.87**		
FYTD for PHO HA VIETNAMES RESTAURANT		**81.87**		
PIPS TECHNOLOGY, INC.			Remit to: **KNOXVILLE** **TN**	
2/28/2011	206658	324.07		
			CAMERA CABLE-PD	275.00
			CAMERA CABLE-SHIPPING	25.00
			CAMERA CABLE-SALES TAX	24.07
Vendor Total		**324.07**		
FYTD for PIPS TECHNOLOGY, INC.		**324.07**		
PITASSI ARCHITECTS, INC			Remit to: **RANCHO CUCAMONGA** **CA**	
2/14/2011	882123	5,892.60		
			CORPORATE YARD FACILITY PROJ	5,892.60
Vendor Total		**5,892.60**		
FYTD for PITASSI ARCHITECTS, INC		**135,774.71**		
PLUMBING SPECIALISTS, INC.			Remit to: **RIVERSIDE** **CA**	
2/7/2011	206269	652.25		
			REROUTE/REPLACE WATER SVC LINE	652.25
Vendor Total		**652.25**		
FYTD for PLUMBING SPECIALISTS, INC.		**652.25**		
POIEMA LANDSCAPE, INC			Remit to: **COLTON** **CA**	
2/22/2011	882160	23.19		
			REFUND-BUS LIC OVRPMT	23.19
Vendor Total		**23.19**		
FYTD for POIEMA LANDSCAPE, INC		**23.19**		

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POIEMA LANDSCAPE, INC.				Remit to: **COLTON** **CA**	
	2/14/2011	882124	750.00		
				LANDSCAPE MAINT-ZONE S	750.00
	2/28/2011	882190	2,131.00		
				LANDSCAPE MAINT-E12	2,131.00
	Vendor Total		**2,881.00**		
FYTD for POIEMA LANDSCAPE, INC.			**33,184.75**		
PRICE, GEORGE E.				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	882063	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for PRICE, GEORGE E.			**2,549.84**		
PRO NAILS & HAIR				Remit to: **MORENO VALLEY** **CA**	
	2/28/2011	206659	47.74		
				REFUND-BUS LIC OVRPMT	47.74
	Vendor Total		**47.74**		
FYTD for PRO NAILS & HAIR			**47.74**		
PROFESSIONAL COMMUNICATIONS NETWORK PCN				Remit to: **RIVERSIDE** **CA**	
	2/14/2011	206397	279.23		
				ANSWERING SVCS-TOW SVC PRGM	279.23
	Vendor Total		**279.23**		
FYTD for PROFESSIONAL COMMUNICATIONS NETWORK PCN			**981.23**		
PROQUEST CSA				Remit to: **ANN ARBOR** **MI**	
	2/14/2011	206398	2,355.00		
				SIRS SUBSCRIPTION RNWL-LIBRARY	590.00
				SIRS SUBSCRIPTION RNWL-LIBRARY	1,765.00
	Vendor Total		**2,355.00**		
FYTD for PROQUEST CSA			**4,635.00**		
PROTECTION ONE, INC.				Remit to: **WITCHITA** **KS**	
	2/7/2011	206270	40.00		
				MONITORING SVCS-PRO SHOP	20.00
				MONITORING SVCS-MVTV-3	20.00
	2/14/2011	206399	40.00		
				MONITORING SVCS-PRO SHOP	20.00
				MONITORING SVCS-MVTV STUDIO	20.00
	Vendor Total		**80.00**		
FYTD for PROTECTION ONE, INC.			**320.00**		

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PRUDENTIAL OVERALL SUPPLY			Remit to: **IRVINE** **CA**	
2/28/2011	206660	78.00		
			REFUND-BUS LIC OVRPMT	78.00
	Vendor Total	**78.00**		
FYTD for PRUDENTIAL OVERALL SUPPLY		**78.00**		
PULLIAM, TRENT D.			Remit to: **MISSION VIEJO** **CA**	
2/7/2011	882064	318.73		
			RETIREE MED FEB '11	318.73
	Vendor Total	**318.73**		
FYTD for PULLIAM, TRENT D.		**2,549.84**		
R & S OVERHEAD DOORS, INC.			Remit to: **FONTANA** **CA**	
2/14/2011	882125	2,700.00		
			DOOR REPAIR-FS #6	450.00
			DOOR REPAIR-FS #6	2,250.00
2/28/2011	882191	750.00		
			DOOR SVC-PSB	750.00
	Vendor Total	**3,450.00**		
FYTD for R & S OVERHEAD DOORS, INC.		**15,762.25**		
R N AUTO ELECTRIC			Remit to: **MORENO VALLEY** **CA**	
2/7/2011	206271	38.09		
			REFUND-BUS.LIC OVERPYMT	38.09
	Vendor Total	**38.09**		
FYTD for R N AUTO ELECTRIC		**38.09**		
RALLY MANAGEMENT SERVICES, LLC			Remit to: **RANCHO CUCAMONGA** **CA**	
2/7/2011	882065	2,229.12		
			TEMP SVCS-HENDERSON W/E-1/9	719.28
			TEMP SVCS-RODRIGUEZ W/E 1/2	754.92
			TEMP SVCS-RODRIGUEZ W/E 1/9	754.92
2/14/2011	882126	1,474.20		
			TEMP SVCS-R HENDERSON W/E 1/16	719.28
			TEMP SVCS-J RODRIGUEZ W/E 1/16	754.92
2/22/2011	882161	4,207.14		
			TEMP SVCS-R HENDERSON W/E 1/2	1,258.74
			TEMP SVCS-R HENDERSON W/E 1/23	719.28
			TEMP SVCS-R HENDERSON W/E 1/30	719.28
			TEMP SVCS-J RODRIGUEZ W/E 1/23	754.92
			TEMP SVCS-J RODRIGUEZ W/E 1/30	754.92
	Vendor Total	**7,910.46**		
FYTD for RALLY MANAGEMENT SERVICES, LLC		**51,296.99**		

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RAMONA SUBWAY, INC			Remit to: **MENIFEE** **CA**	
2/7/2011	206272	72.02		
			REFUND-BUS.LIC OVERPYMT	72.02
	Vendor Total	**72.02**		
FYTD for RAMONA SUBWAY, INC		**72.02**		
RAMOS, ROBERTO			Remit to: **MORENO VALLEY** **CA**	
2/22/2011	206522	237.00		
			INSTRUCTOR SVCS-TAE KWON DO	81.00
			INSTRUCTOR SVCS-TAE KWON DO	129.00
			INSTRUCTOR SVCS-TAE KWON DO	27.00
	Vendor Total	**237.00**		
FYTD for RAMOS, ROBERTO		**507.00**		
RAY-RAMIREZ, DARCY L.			Remit to: **RIVERSIDE** **CA**	
2/7/2011	206273	318.73		
			RETIREE MED FEB '11	318.73
	Vendor Total	**318.73**		
FYTD for RAY-RAMIREZ, DARCY L.		**1,274.92**		
RED MAPLE PIZZA			Remit to: **MORENO VALLEY** **CA**	
2/7/2011	206274	94.91		
			REFUND-BUS.LIC OVERPYMT	94.91
	Vendor Total	**94.91**		
FYTD for RED MAPLE PIZZA		**94.91**		
REDLANDS PLUMBING, HTG & A/C, INC			Remit to: **REDLANDS** **CA**	
2/22/2011	206523	28.82		
			REFUND-BUS. LIC OVERPYMT	28.82
	Vendor Total	**28.82**		
FYTD for REDLANDS PLUMBING, HTG & A/C, INC		**28.82**		
RESCUE ROOTER			Remit to: **RIVERSIDE** **CA**	
2/22/2011	206524	395.00		
			CLEAR OUTSIDE AREA DRAIN @ EOC	395.00
	Vendor Total	**395.00**		
FYTD for RESCUE ROOTER		**1,969.50**		
RICK ENGINEERING COMPANY			Remit to: **RIVERSIDE** **CA**	
2/22/2011	882162	260.00		
			T/S-SUNNYMD RANCH/VILLAGE RD	260.00
	Vendor Total	**260.00**		
FYTD for RICK ENGINEERING COMPANY		**37,268.16**		

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RIV CO FLOOD CONTROL & WATER CONSERVATN			Remit to: **RIVERSIDE CA**	
2/7/2011	206275	1,160.79		
			ENCRCHMNT PERMIT CHRGS/DEPOSIT	1,160.79
2/14/2011	206400	672.43		
			ENCRCHMNT PERMIT CHRGS/DEPOSIT	672.43
2/28/2011	206661	451.29		
			ENCRCHMNT PERMIT CHRGS	451.29
	Vendor Total	**2,284.51**		
FYTD for RIV CO FLOOD CONTROL & WATER CONSERVATN		**18,459.60**		
RIVERA, GLORIA			Remit to: **MORENO VALLEY CA**	
2/7/2011	206276	31.00		
			REFUND-ANML LIC FEE	31.00
	Vendor Total	**31.00**		
FYTD for RIVERA, GLORIA		**31.00**		
RIVERA, NANETTE			Remit to: **MORENO VALLEY CA**	
2/14/2011	206401	40.00		
			REFUND-RABIES DEPOSIT	40.00
	Vendor Total	**40.00**		
FYTD for RIVERA, NANETTE		**40.00**		
RIVERSIDE COMMUNITY COLLEGE DISTRICT			Remit to: **RIVERSIDE CA**	
2/14/2011	206402	14,150.86		
			YOUTH JOB TRAINING SVCS-EDD	14,150.86
2/28/2011	206662	2,864.48		
			STAFF TRAINING-PARKS	2,864.48
	Vendor Total	**17,015.34**		
FYTD for RIVERSIDE COMMUNITY COLLEGE DISTRICT		**21,015.34**		
RIVERSIDE CONSTRUCTION COMPANY, INC			Remit to: **RIVERSIDE CA**	
2/15/2011	110208	4,724.59		
			RETENTN PYMT PER ESCROW AGRMNT	4,724.59
2/15/2011	110209	17,011.31		
			RETENTN PYMT PER ESCROW AGRMNT	17,011.31
2/15/2011	110211	4,664.80		
			RETENTN PYMT PER ESCROW AGRMNT	4,664.80
2/15/2011	110212	11,050.00		
			RETENTN PYMT PER ESCROW AGRMNT	11,050.00
	Vendor Total	**37,450.70**		
FYTD for RIVERSIDE CONSTRUCTION COMPANY, INC		**1,733,411.50**		

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RIVERSIDE COUNTY CLERK			Remit to: **RIVERSIDE** **CA**	
2/28/2011	206663	2,108.00		
			ENVIRNMNTL FEE-CORP. YARD PROJ	2,108.00
	Vendor Total	**2,108.00**		
FYTD for RIVERSIDE COUNTY CLERK		**2,108.00**		
RIVERSIDE COUNTY CLERK/RECORDER			Remit to: **RIVERSIDE** **CA**	
2/22/2011	206525	44.00		
			NOTARY FILING/RCRDNG FEES	44.00
2/28/2011	206664	57.00		
			RECORDING FEES	57.00
	Vendor Total	**101.00**		
FYTD for RIVERSIDE COUNTY CLERK/RECORDER		**240.00**		
RIVERSIDE COUNTY INFORMATION TECHNOLOGY			Remit to: **RIVERSIDE** **CA**	
2/7/2011	206277	212.67		
			RADIO LEASE/MAINT-TECH SVCS	170.10
			RADIO LEASE/MAINT-TECH SVCS	9.45
			RADIO LEASE/MAINT-TECH SVCS	33.12
	Vendor Total	**212.67**		
FYTD for RIVERSIDE COUNTY INFORMATION TECHNOLOGY		**15,456.58**		
RIVERSIDE COUNTY SHERIFF			Remit to: **RIVERSIDE** **CA**	
2/7/2011	882067	7,898.40		
			JAIL BOOKING FEES	7,898.40
	Vendor Total	**7,898.40**		
FYTD for RIVERSIDE COUNTY SHERIFF		**17,497,671.70**		
RIVERSIDE COUNTY SHERIFF BEN CLARK			Remit to: **RIVERSIDE** **CA**	
2/28/2011	206666	1,014.00		
			TRAF COLL INV MTR VEH INSP TRN	287.00
			TRAF COLL INV MTR VEH INSP TRN	287.00
			TRAF COLL INV-ADVANCED TRNG	440.00
	Vendor Total	**1,014.00**		
FYTD for RIVERSIDE COUNTY SHERIFF BEN CLARK		**8,261.00**		

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RIVERSIDE COUNTY SHERIFF COURT SERVICES			Remit to: **RIVERSIDE**	**CA**
2/14/2011	206403	1,302.01		
			GARNISHMENT	141.32
			GARNISHMENT	163.16
			GARNISHMENT	474.76
			GARNISHMENT	522.77
2/28/2011	206667	1,864.86		
			GARNISHMENT	136.39
			GARNISHMENT	163.16
			GARNISHMENT	474.93
			GARNISHMENT	518.53
			GARNISHMENT	571.85
	Vendor Total	**3,166.87**		
FYTD for RIVERSIDE COUNTY SHERIFF COURT SERVICES		**12,513.79**		
RLZ ENGINEERING			Remit to: **CORONA**	**CA**
2/7/2011	882068	6,324.00		
			TEMP STAFFING SVCS-CAP PROJS	6,324.00
	Vendor Total	**6,324.00**		
FYTD for RLZ ENGINEERING		**48,174.00**		
ROBERT ALLEN CUNNINGHAM & JOANNA SMITH			Remit to: **MORENO VALLEY**	**CA**
2/22/2011	206526	4,000.00		
			MOBILEHOME ACQUIS. PER AGRMNT	4,000.00
	Vendor Total	**4,000.00**		
FYTD for ROBERT ALLEN CUNNINGHAM & JOANNA SMITH		**5,175.00**		
ROBINSON, JOAQUIN DIEGO			Remit to: **RIVERSIDE**	**CA**
2/14/2011	206405	266.00		
			INSTRUCTION SVCS-7 DAYS	266.00
	Vendor Total	**266.00**		
FYTD for ROBINSON, JOAQUIN DIEGO		**1,254.00**		
RODRIGUEZ, HECTOR			Remit to: **MORENO VALLEY**	**CA**
2/7/2011	206278	160.00		
			SPORTS OFFICIATING SVCS	80.00
			SPORTS OFFICIATING SVCS	80.00
2/14/2011	206406	40.00		
			SPORTS OFFICIATING SVCS	40.00
	Vendor Total	**200.00**		
FYTD for RODRIGUEZ, HECTOR		**720.00**		

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RODRIGUEZ, LAUREN				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206279	64.00		
				MILEAGE REIMBURSEMENT	64.00
	2/22/2011	206527	71.91		
				MILEAGE REIMBURSEMENT	71.91
	Vendor Total		**135.91**		
FYTD for RODRIGUEZ, LAUREN			**598.41**		
ROGERS, EUGENE				Remit to: **PALM SPRINGS** **CA**	
	2/7/2011	882069	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for ROGERS, EUGENE			**2,549.84**		
ROSAS, MARIA				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	206407	50.00		
				REFUND-ANML SVC FEE	50.00
	Vendor Total		**50.00**		
FYTD for ROSAS, MARIA			**50.00**		
ROSS, DAVID T.				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	882070	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for ROSS, DAVID T.			**2,549.84**		
ROSSON, LOUIS A.				Remit to: **PERRIS** **CA**	
	2/7/2011	882071	367.10		
				RETIREE MED FEB '11	174.30
				RETIREE MED DEC'10-JAN'11	192.80
	Vendor Total		**367.10**		
FYTD for ROSSON, LOUIS A.			**2,376.36**		
RUSSO, JOHN				Remit to: **RANCHO MIRAGE** **CA**	
	2/7/2011	882072	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for RUSSO, JOHN			**2,549.84**		

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RUVALCABA, RAFAEL				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	206408	266.00		
				INSTRUCTION SVCS-7 DAYS	266.00
	Vendor Total		**266.00**		
FYTD for RUVALCABA, RAFAEL			**456.00**		
RYMAX ELECTRIC, INC.				Remit to: **UPLAND** **CA**	
	2/22/2011	206528	625.00		
				LIGHTING MAINT-ZONE M	125.00
				LIGHTING MAINT-E1	125.00
				LIGHTING MAINT-E2	125.00
				LIGHTING MAINT-E3	125.00
				LIGHTING MAINT-E7	125.00
	Vendor Total		**625.00**		
FYTD for RYMAX ELECTRIC, INC.			**8,587.62**		
SA ASSOCIATES				Remit to: **ARCADIA** **CA**	
	2/28/2011	882192	10,725.00		
				TEMP STAFFING SVCS-CAP PROJS	10,725.00
	Vendor Total		**10,725.00**		
FYTD for SA ASSOCIATES			**87,600.00**		
SAFEWAY SIGN CO.				Remit to: **ADELANTO** **CA**	
	2/14/2011	206409	3,093.34		
				TRAFFIC SIGNS-TRFFC SGNL MAINT	3,093.34
	Vendor Total		**3,093.34**		
FYTD for SAFEWAY SIGN CO.			**3,093.34**		
SAGASTUME, MARIO				Remit to: **HEMET** **CA**	
	2/14/2011	206410	304.00		
				INSTRUCTION SVCS-8 DAYS	304.00
	Vendor Total		**304.00**		
FYTD for SAGASTUME, MARIO			**304.00**		
SALMAN, CLAUDIA				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	206411	96.00		
				INSTRUCTOR SVCS-ZUMBA	96.00
	2/28/2011	206668	171.60		
				INSTRUCTOR SVCS-ZUMBA	171.60
	Vendor Total		**267.60**		
FYTD for SALMAN, CLAUDIA			**339.60**		

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SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP			Remit to: **SAN BERNARDINO CA**	
2/7/2011	882073	25.00		
			FIRE EXTINGUISHERS-SUBSTATION	25.00
Vendor Total		**25.00**		
FYTD for SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP		**3,074.32**		
SAN BERNARDINO CO. SHERIFF DEPT			Remit to: **SAN BERNARDINO CA**	
2/22/2011	206529	275.00		
			POLYGRAPH SVCS-POLICE	275.00
Vendor Total		**275.00**		
FYTD for SAN BERNARDINO CO. SHERIFF DEPT		**825.00**		
SAN BERNARDINO COUNTY FIRE			Remit to:	
2/14/2011	206412	130.00		
			2010 CBC/CFC REVIEW SEMINAR	65.00
			2010 CBC/CFC REVIEW SEMINAR	65.00
Vendor Total		**130.00**		
FYTD for SAN BERNARDINO COUNTY FIRE		**130.00**		
SAV-AWN AWNING & PATIO COMPANY			Remit to: **RIVERSIDE CA**	
2/22/2011	206530	33.14		
			REFUND-BUS LIC OVRPMT	33.14
Vendor Total		**33.14**		
FYTD for SAV-AWN AWNING & PATIO COMPANY		**33.14**		
Schilling Paradise Corp			Remit to: **El Cajon CA**	
2/7/2011	206280	39.41		
			REFUND-BUS.LIC OVERPYMT	39.41
Vendor Total		**39.41**		
FYTD for Schilling Paradise Corp		**78.82**		
SCHLECHTER, JOHN A.			Remit to: **MORENO VALLEY CA**	
2/28/2011	206669	87.75		
			REFUND-BUS LIC OVRPMT	87.75
Vendor Total		**87.75**		
FYTD for SCHLECHTER, JOHN A.		**87.75**		
SCHOENFELDER, LAURA			Remit to: **PERRIS CA**	
2/22/2011	206531	228.00		
			INSTRUCTION SVCS-6 DAYS	228.00
Vendor Total		**228.00**		
FYTD for SCHOENFELDER, LAURA		**266.00**		

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SEARS PORTRAIT STUDIO			Remit to: **ST LOUIS** **MO**	
2/28/2011	206670	81.23		
			REFUND-BUS LIC OVRPMT	81.23
Vendor Total		**81.23**		
FYTD for SEARS PORTRAIT STUDIO		**81.23**		
SECTRAN SECURITY, INC			Remit to: **LOS ANGELES** **CA**	
2/7/2011	206281	463.50		
			TRANSPORT SVCS-PARKS	154.50
			TRANSPORT SVCS-UTILITIES	154.50
			TRANSPORT SVCS-FINANCE	154.50
Vendor Total		**463.50**		
FYTD for SECTRAN SECURITY, INC		**3,708.00**		
SECURITY LOCK & KEY			Remit to: **YUCAIPA** **CA**	
2/7/2011	882074	658.22		
			LOCK REPAIRS	75.00
			LOCK REPAIRS	127.54
			LOCK REPAIRS	455.68
2/22/2011	882163	45.00		
			TRIP CHARGE-24869 VALCREST	45.00
2/28/2011	882193	627.47		
			DOOR LOCK SVCS-LIBRARY	100.00
			DOOR LOCK SVCS-LIBRARY	77.50
			DOOR LOCK SVCS-LIBRARY	351.00
			DOOR LOCK SVCS-LIBRARY	31.96
			DOOR LOCK SVCS-CITY HALL	22.01
			DOOR LOCK SVCS-CITY HALL	45.00
Vendor Total		**1,330.69**		
FYTD for SECURITY LOCK & KEY		**2,997.54**		
SELAH/SOUND THEOLOGY CHRISTIAN STORE			Remit to: **MORENO VALLEY** **CA**	
2/28/2011	206671	77.83		
			REFUND-BUS LIC OVRPMT	77.83
Vendor Total		**77.83**		
FYTD for SELAH/SOUND THEOLOGY CHRISTIAN STORE		**77.83**		

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SERRATO & ASSOCIATES				Remit to: **CHINO** **CA**	
	2/7/2011	206282	385.00		
				2/4/11 CRIMINAL ST. GANGS TRNG	55.00
				2/4/11 CRIMINAL ST. GANGS TRNG	55.00
				2/4/11 CRIMINAL ST. GANGS TRNG	55.00
				2/4/11 CRIMINAL ST. GANGS TRNG	55.00
				2/4/11 CRIMINAL ST. GANGS TRNG	55.00
				2/4/11 CRIMINAL ST. GANGS TRNG	55.00
				2/4/11 CRIMINAL ST. GANGS TRNG	55.00
	Vendor Total		**385.00**		
FYTD for SERRATO & ASSOCIATES			**385.00**		
SHARRETT, SHARON K.				Remit to: **ONTARIO** **CA**	
	2/7/2011	206283	174.30		
				RETIREE MED FEB '11	174.30
	Vendor Total		**174.30**		
FYTD for SHARRETT, SHARON K.			**1,508.76**		
SHELDON, STUART H.				Remit to: **MURRIETA** **CA**	
	2/7/2011	206284	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for SHELDON, STUART H.			**2,549.84**		
SHELL OIL CO.				Remit to: **COLUMBUS** **OH**	
	2/22/2011	206532	156.12		
				FUEL PURCHASES	156.12
	2/22/2011	206533	1,411.31		
				FUEL PURCHASES	1,411.31
	Vendor Total		**1,567.43**		
FYTD for SHELL OIL CO.			**13,084.62**		
SHURTLEFF, JEANNETTE L.				Remit to: **LAKE ELSINORE** **CA**	
	2/22/2011	882164	456.00		
				INSTRUCTION SVCS-12 DAYS	456.00
	Vendor Total		**456.00**		
FYTD for SHURTLEFF, JEANNETTE L.			**3,420.00**		
SILK SCREENING				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206285	57.00		
				REFUND-BUS.LIC OVERPYMT	57.00
	Vendor Total		**57.00**		
FYTD for SILK SCREENING			**57.00**		

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SIMS-COLEMAN, TOYA				Remit to: **MORENO VALLEY CA**	
	2/28/2011	206672	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for SIMS-COLEMAN, TOYA			**20.00**		
SKY PUBLISHING				Remit to: **MORENO VALLEY CA**	
	2/14/2011	206413	1,650.00		
				ADVERTISING SVCS-EDD	1,650.00
	2/22/2011	206534	525.00		
				ADVERTISING SVCS-PW	525.00
	Vendor Total		**2,175.00**		
FYTD for SKY PUBLISHING			**44,609.00**		
SKY TRAILS MOBILE VILLAGE				Remit to: **LOS ANGELES CA**	
	2/14/2011	882128	51.89		
				REFUND-UT USER TAXES	51.89
	Vendor Total		**51.89**		
FYTD for SKY TRAILS MOBILE VILLAGE			**269.20**		
SMITH, ERNEST FRANK				Remit to: **FONTANA CA**	
	2/7/2011	206286	1,593.65		
				RETIREE MED AUG '10-DEC '10	1,593.65
	Vendor Total		**1,593.65**		
FYTD for SMITH, ERNEST FRANK			**2,868.57**		
SMITH, GARRY & APRIL				Remit to: **MORENO VALLEY CA**	
	2/7/2011	206287	45.00		
				REFUND-ANML SVC FEES	19.00
				REFUND-ANML SVC FEES	10.00
				REFUND-ANML SVC FEES	16.00
	Vendor Total		**45.00**		
FYTD for SMITH, GARRY & APRIL			**45.00**		
SMITH, MARIA A.				Remit to: **MORENO VALLEY CA**	
	2/7/2011	882075	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for SMITH, MARIA A.			**2,531.00**		

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SMITH, PAUL				Remit to: **MORENO VALLEY** **CA**	
	2/22/2011	206535	20.00		
				REFUND-RABIES DEP	20.00
	Vendor Total		**20.00**		
FYTD for SMITH, PAUL			**20.00**		
SO CAL GOLD CLUB				Remit to: **HIGHLAND** **CA**	
	2/7/2011	206288	90.57		
				REFUND-BUS.LIC OVERPYMT	90.57
	Vendor Total		**90.57**		
FYTD for SO CAL GOLD CLUB			**90.57**		
SOCO GROUP, INC				Remit to: **PERRIS** **CA**	
	2/28/2011	882194	6,849.88		
				FUEL PURCHASE	6,849.88
	Vendor Total		**6,849.88**		
FYTD for SOCO GROUP, INC			**201,140.88**		
SODEN ENTERPRISES, INC. DBA EASY YOGA				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	206414	129.00		
				INSTRUCTOR SVCS-YOGA	129.00
	2/22/2011	206536	232.20		
				INSTRUCTOR SVCS-YOGA	232.20
	Vendor Total		**361.20**		
FYTD for SODEN ENTERPRISES, INC. DBA EASY YOGA			**799.80**		
SOSA, HUGO				Remit to: **ELK GROVE** **CA**	
	2/22/2011	206537	360.00		
				INSTRUCTOR SVCS-KARATEDO	180.00
				INSTRUCTOR SVCS-KARATEDO	180.00
	Vendor Total		**360.00**		
FYTD for SOSA, HUGO			**930.00**		

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SOUTHERN CALIFORNIA EDISON				Remit to: **ROSEMEAD** **CA**	
	2/7/2011	206290	6,353.59		
				ELECTRICITY	65.83
				ELECTRICITY	225.99
				ELECTRICITY	1,921.06
				ELECTRICITY	380.56
				ELECTRICITY	843.37
				ELECTRICITY	496.01
				ELECTRICITY	395.22
				ELECTRICITY	353.12
				ELECTRICITY	23.06
				ELECTRICITY	1,351.95
				ELECTRICITY	143.94
				ELECTRICITY	90.00
				ELECTRICITY	63.48
	2/28/2011	206673	467.01		
				ELECTRICITY	61.47
				ELECTRICITY	98.92
				ELECTRICITY	31.28
				ELECTRICITY	100.16
				ELECTRICITY	109.10
				ELECTRICITY	42.22
				ELECTRICITY	23.86
	Vendor Total		**6,820.60**		
FYTD for SOUTHERN CALIFORNIA EDISON			**1,966,055.16**		
SOUTHERN CALIFORNIA EDISON CO.				Remit to: **ROMOLAND** **CA**	
	2/7/2011	206291	550.61		
				ST. LIGHT INSTALL-NASON/ELDER	550.61
	Vendor Total		**550.61**		
FYTD for SOUTHERN CALIFORNIA EDISON CO.			**57,120.17**		

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SOUTHERN CALIFORNIA GAS CO.				Remit to: **MONTEREY PARK** **CA**	
	2/14/2011	206416	10,546.62		
				GAS CHARGES	1,049.22
				GAS CHARGES	2,976.13
				GAS CHARGES	152.38
				GAS CHARGES	142.60
				GAS CHARGES	744.25
				GAS CHARGES	512.57
				GAS CHARGES	165.67
				GAS CHARGES	1,261.10
				GAS CHARGES	408.39
				GAS CHARGES	195.64
				GAS CHARGES	309.49
				GAS CHARGES	353.29
				GAS CHARGES	612.98
				GAS CHARGES	773.81
				GAS CHARGES	54.73
				GAS CHARGES	834.37
	Vendor Total		**10,546.62**		
FYTD for SOUTHERN CALIFORNIA GAS CO.			**48,015.33**		
SOUTHERN PET SUPPLIES				Remit to: **SAN DIEGO** **CA**	
	2/22/2011	882165	467.75		
				PET SUPPLIES-ANML SHLTR	467.75
	Vendor Total		**467.75**		
FYTD for SOUTHERN PET SUPPLIES			**1,744.40**		
SPARKLETTS				Remit to: **DALLAS** **TX**	
	2/7/2011	206293	27.89		
				WATER SERVICE	7.83
				WATER SERVICE	20.06
	2/14/2011	206417	9.44		
				WATER SERVICE-SNNYMD ELEM	9.44
	2/28/2011	206674	41.98		
				WATER SERVICE-ARMADA ELEM	10.44
				WATER SERVICE-CREEKSIDE ELEM	13.54
				WATER SERVICE-GOLF CRS STAFF	4.50
				WATER SERVICE-GOLF CRS STAFF	4.50
				WATER SERVICE-GOLF CRS STAFF	4.50
				WATER SERVICE-EOC	4.50
	Vendor Total		**79.31**		
FYTD for SPARKLETTS			**466.30**		

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SPECK, GARY B.				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	882076	318.73		
				RETIREE MED FEB '11	318.73
	Vendor Total		**318.73**		
FYTD for SPECK, GARY B.			**2,549.84**		
SPECTRUM CARE				Remit to: **FOOTHILL RANCH** **CA**	
	2/22/2011	882166	12,333.33		
				LANDSCAPE MAINT-E1	10,540.00
				LANDSCAPE MAINT-E1	1,793.33
	Vendor Total		**12,333.33**		
FYTD for SPECTRUM CARE			**103,168.69**		
SPECTRUM FLORAL SERVICE				Remit to: **VISTA** **CA**	
	2/22/2011	206539	181.43		
				REFUND-BUS LIC OVRPMT	97.98
				REFUND-BUS LIC OVRPMT	83.45
	Vendor Total		**181.43**		
FYTD for SPECTRUM FLORAL SERVICE			**181.43**		
SPENCER, MARTHA				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	882077	229.88		
				RETIREE MED FEB '11	229.88
	Vendor Total		**229.88**		
FYTD for SPENCER, MARTHA			**1,626.94**		
SPRINT/NEXTEL				Remit to: **CAROL STREAM** **IL**	
	2/7/2011	882078	36.20		
				CELL PH CHRGS-PD/GTF	36.20
	2/22/2011	882167	608.95		
				CELL PHONE SVCS-PD/SET	608.95
	Vendor Total		**645.15**		
FYTD for SPRINT/NEXTEL			**3,234.38**		
STAGGS, PAUL				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	206418	0.08		
				REFUND-CITATION FEE	0.08
	Vendor Total		**0.08**		
FYTD for STAGGS, PAUL			**0.08**		

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STANDARD INSURANCE CO				Remit to: **PORTLAND** **OR**	
	2/7/2011	206294	1,888.14		
				SUPPLEMENTAL INSURANCE	1,888.14
	2/28/2011	206675	1,888.14		
				SUPPLEMENTAL INSURANCE	1,888.14
	Vendor Total		**3,776.28**		
FYTD for STANDARD INSURANCE CO			**261,924.70**		
STANLEY CONVERGENT SECURITY SOLUTNS, INC				Remit to: **RIVERSIDE** **CA**	
	2/7/2011	882079	2,171.66		
				MONITORING SVCS-RED MAPLE PORT	354.00
				MONITORING SVCS-FAC ANNEX	207.00
				MONITORING SVCS-PARKS	227.16
				MONITORING SVCS-EOC	326.45
				MONITORING SVCS-TECH SVCS	234.00
				MONITORING SVCS-CITY HALL	493.50
				MONITORING SVCS-LIBRARY	329.55
	2/28/2011	882195	345.84		
				MONITORING SVCS-PARKS	112.07
				MONITORING SVCS-PARKS	60.85
				MONITORING SVCS-PARKS	172.92
	Vendor Total		**2,517.50**		
FYTD for STANLEY CONVERGENT SECURITY SOLUTNS, INC			**18,714.99**		
STATE BOARD OF EQUALIZATION				Remit to: **SACRAMENTO** **CA**	
	2/22/2011	13111	2,750.00		
				SALES & USE TAX 1/1-1/31/11	2,750.00
	Vendor Total		**2,750.00**		
FYTD for STATE BOARD OF EQUALIZATION			**23,309.31**		
STATE DISBURSEMENT UNIT				Remit to: **WEST SACRAMENTO** **CA**	
	2/3/2011	2790	2,138.10		
				CHILD SUPPORT W/H 2/3/11	2,138.10
	2/17/2011	2798	2,252.77		
				CHILD SUPPORT W/H 2/17/11	2,252.77
	Vendor Total		**4,390.87**		
FYTD for STATE DISBURSEMENT UNIT			**22,725.97**		
STATE NET				Remit to: **SACRAMENTO** **CA**	
	2/14/2011	882130	1,282.50		
				ANNUAL RENEWAL FEE	1,282.50
	Vendor Total		**1,282.50**		
FYTD for STATE NET			**1,282.50**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
STATE OF CALIFORNIA DEPT. OF JUSTICE			Remit to: **SACRAMENTO** **CA**	
2/7/2011	206295	3,256.00		
			BLOOD ALCHL ANLYS-PD	105.00
			FINGERPRINTING SVCS-PD	3,151.00
	Vendor Total	**3,256.00**		
FYTD for STATE OF CALIFORNIA DEPT. OF JUSTICE		**42,958.00**		
STATE OF CALIFORNIA/BUREAU OF SECURITY			Remit to: **WEST SACRAMENTO** **CA**	
2/14/2011	206419	35.00		
			GUARD CARD RENEWAL-B CORNWELL	35.00
	Vendor Total	**35.00**		
FYTD for STATE OF CALIFORNIA/BUREAU OF SECURITY		**35.00**		
STATE OF CALIFORNIA/DEPT OF COM SVCS&DEV			Remit to: **SACRAMENTO** **CA**	
2/22/2011	206541	97.43		
			REFUND-MVU	30.24
			REFUND-MVU	58.07
			REFUND-MVU	9.12
	Vendor Total	**97.43**		
FYTD for STATE OF CALIFORNIA/DEPT OF COM SVCS&DEV		**1,868.73**		
STATE STREET BANK & TRUST			Remit to: **BOSTON** **MA**	
2/7/2011	110202	11,003.82		
			ANNL CLOC FEE - 97 CH COPS	11,003.82
	Vendor Total	**11,003.82**		
FYTD for STATE STREET BANK & TRUST		**11,003.82**		
STATE WATER RESOURCES CONTROL BOARD			Remit to: **SACRAMENTO** **CA**	
2/22/2011	206542	404.00		
			PERMIT APPLIC. FEE-SR60/NASON	404.00
	Vendor Total	**404.00**		
FYTD for STATE WATER RESOURCES CONTROL BOARD		**750.00**		
STENO SOLUTIONS TRANSCRIPTION SVCS., IN			Remit to: **CORONA** **CA**	
2/28/2011	206676	2,513.60		
			TRANSCRIPTION SVCS-PD	2,513.60
	Vendor Total	**2,513.60**		
FYTD for STENO SOLUTIONS TRANSCRIPTION SVCS., IN		**23,993.28**		

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STERICYCLE (BFI)				Remit to: **LOUISVILLE** **KY**	
	2/28/2011	882196	615.62		
				MED WASTE HAULING SVC	615.62
	Vendor Total		**615.62**		
FYTD for STERICYCLE (BFI)			**4,517.12**		
STEVE PARKER/ JIM NICHOLS				Remit to: **RIVERSIDE** **CA**	
	2/22/2011	206543	46.22		
				REFUND-BUS LIC OVRPMT	46.22
	Vendor Total		**46.22**		
FYTD for STEVE PARKER/ JIM NICHOLS			**46.22**		
STEVE'S VALLEY NURSERY				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206296	81.97		
				REFUND-BUS.LIC OVERPYMT	81.97
	Vendor Total		**81.97**		
FYTD for STEVE'S VALLEY NURSERY			**256.97**		
STEWART TITLE OF CALIFORNIA				Remit to: **HOUSTON** **TX**	
	2/14/2011	206420	450.00		
				APN 297-170-077 PRELIM REPORT	450.00
	2/22/2011	206544	550.00		
				PRELIMINARY RPRT-ARCH INS	550.00
	2/15/2011	110213	14,640.00		
				ACQ & ESCROW-14719 PERRIS BLVD	14,640.00
	2/15/2011	110214	6,687.00		
				ACQ & ESCROW-11269 PERRIS BLVD	6,687.00
	Vendor Total		**22,327.00**		
FYTD for STEWART TITLE OF CALIFORNIA			**419,518.56**		
STEWART, CLIFFORD				Remit to: **GLENDALE** **AZ**	
	2/7/2011	882080	267.88		
				RETIREE MED FEB '11	267.88
	Vendor Total		**267.88**		
FYTD for STEWART, CLIFFORD			**2,042.30**		
STRADLING, YOCCA, CARLSON & RAUTH				Remit to: **NEWPORT BEACH** **CA**	
	2/28/2011	206677	805.31		
				LEGAL SERVICES-NSP	180.31
				LEGAL SERVICES-CDBG	625.00
	Vendor Total		**805.31**		
FYTD for STRADLING, YOCCA, CARLSON & RAUTH			**42,823.05**		

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STRICKLER ASSOCIATION, THE			Remit to: **SAN BERNARDINO**	**CA**
2/22/2011	882168	4,485.00		
			CONSULTING SVCS-RDA	4,485.00
Vendor Total		**4,485.00**		
FYTD for STRICKLER ASSOCIATION, THE		**19,142.50**		
STRICKLER II, JOHN W.			Remit to: **SAN BERNARDINO**	**CA**
2/7/2011	882081	318.73		
			RETIREE MED FEB '11	318.73
Vendor Total		**318.73**		
FYTD for STRICKLER II, JOHN W.		**2,549.84**		
STUCKEY, HARRIETTE			Remit to: **RIVERSIDE**	**CA**
2/22/2011	206545	84.00		
			INSTRUCTOR SVCS-LINE DANCING	16.80
			INSTRUCTOR SVCS-LINE DANCING	67.20
Vendor Total		**84.00**		
FYTD for STUCKEY, HARRIETTE		**554.40**		
SUBWAY SANDWICH & SALAD			Remit to: **MENIFEE**	**CA**
2/7/2011	206297	0.00		
			REFUND-BUS.LIC OVERPYMT	73.31
			REFUND-BUS.LIC OVERPYMT	92.34
			REFUND-BUS.LIC OVERPYMT	79.76
			VOIDED CHECK #206297 ON2/28/11	-73.31
			VOIDED CHECK #206297 ON2/28/11	-92.34
			VOIDED CHECK #206297 ON2/28/11	-79.76
Vendor Total		**0.00**		
FYTD for SUBWAY SANDWICH & SALAD		**0.00**		
SUNNYMEAD ACE HARDWARE			Remit to: **MORENO VALLEY**	**CA**
2/7/2011	206298	16.30		
			MISC.SUPPLIES-POLICE	16.30
2/14/2011	206421	65.81		
			MISC SUPPLIES-FIRE	9.43
			MISC SUPPLIES-FIRE	30.87
			MISC SUPPLIES-FIRE	8.15
			MISC SUPPLIES-FIRE	10.85
			MISC SUPPLIES-FIRE	6.51
2/22/2011	206546	33.55		
			MISC SUPPLIES-PARKS MAINT	0.96
			MISC SUPPLIES-POLICE	32.59
Vendor Total		**115.66**		
FYTD for SUNNYMEAD ACE HARDWARE		**1,401.13**		

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SUNNYMEAD VETERINARY CLINIC				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206299	1,040.00		
				EMERGENCY VET SVCS	70.00
				EMERGENCY VET SVCS	70.00
				EMERGENCY VET SVCS	200.00
				EMERGENCY VET SVCS	350.00
				EMERGENCY VET SVCS	350.00
	Vendor Total		**1,040.00**		
FYTD for SUNNYMEAD VETERINARY CLINIC			**3,576.00**		
T V PLUS +				Remit to: **MORENO VALLEY** **CA**	
	2/22/2011	206547	37.56		
				REFUND-BUS LIC OVRPMT	37.56
	Vendor Total		**37.56**		
FYTD for T V PLUS +			**37.56**		
T34 HERITAGE FOUNDATION				Remit to: **ALISO VIEJO** **CA**	
	2/14/2011	206422	500.00		
				EVENT DONATION	250.00
				EVENT DONATION	250.00
	Vendor Total		**500.00**		
FYTD for T34 HERITAGE FOUNDATION			**500.00**		
TANDEM WEST GLASS, INC				Remit to: **INDIO** **CA**	
	2/7/2011	206300	31.93		
				REFUND-BUS.LIC OVERPYMT	31.93
	Vendor Total		**31.93**		
FYTD for TANDEM WEST GLASS, INC			**31.93**		
TANGRAM FABRICATORS, INC				Remit to: **SANTA FE SPRINGS** **CA**	
	2/14/2011	206423	62.93		
				REFUND-BUS LIC OVRPMT	62.93
	Vendor Total		**62.93**		
FYTD for TANGRAM FABRICATORS, INC			**62.93**		
TANNMAKER TANNING SALON				Remit to: **MORENO VALLEY** **CA**	
	2/28/2011	206678	20.57		
				REFUND-BUS LIC OVRPMT	20.57
	Vendor Total		**20.57**		
FYTD for TANNMAKER TANNING SALON			**20.57**		

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TANON, CHRISTINA				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206301	100.00		
				REFUND-CITATION DISMISSED	100.00
	Vendor Total		**100.00**		
FYTD for TANON, CHRISTINA			**100.00**		
TAX COMPLIANCE SERVICES				Remit to: **THOUSAND OAKS** **CA**	
	2/7/2011	206302	6,250.00		
				UUT COMPLIANCE SERVICE	6,250.00
	2/28/2011	206679	6,250.00		
				UUT COMPLIANCE SVCS	6,250.00
	Vendor Total		**12,500.00**		
FYTD for TAX COMPLIANCE SERVICES			**43,750.00**		
TEAMAN, RAMIREZ & SMITH, INC.				Remit to: **RIVERSIDE** **CA**	
	2/7/2011	206303	8,400.00		
				FINANCIAL REPORTING	6,250.00
				FINANCIAL REPORTING	850.00
				FINANCIAL REPORTING	433.33
				FINANCIAL REPORTING	866.67
	Vendor Total		**8,400.00**		
FYTD for TEAMAN, RAMIREZ & SMITH, INC.			**8,400.00**		
TEICHERT, RICHARD				Remit to: **HIGHLAND** **CA**	
	2/14/2011	206424	0.00		
				PER DIEM-CSMFO ANNL CONF.	284.00
				VOIDED CHECK #206424 ON2/17/11	-284.00
	Vendor Total		**0.00**		
FYTD for TEICHERT, RICHARD			**0.00**		
TEK WORKS				Remit to: **POWAY** **CA**	
	2/14/2011	882131	946.61		
				REPLACE 3 PIN PADS @ CITY YARD	946.61
	Vendor Total		**946.61**		
FYTD for TEK WORKS			**64,231.48**		
THE SMOG SHOP				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206304	22.50		
				REFUND-BUS.LIC OVERPYMT	22.50
	Vendor Total		**22.50**		
FYTD for THE SMOG SHOP			**22.50**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
THERMAL-COOL INC.				Remit to: **RIVERSIDE** **CA**	
	2/7/2011	206305	180.00		
				SERVICE A/C-MVEC	95.00
				SERVICE A/C-S/MEAD PARK	85.00
	2/28/2011	206680	115.00		
				REPAIR HVAC UNITS-FIRE ST #65	115.00
	Vendor Total		**295.00**		
FYTD for THERMAL-COOL INC.			**2,602.02**		
THOMSON REUTERS INC				Remit to: **ENCINO** **CA**	
	2/22/2011	206548	271.43		
				LEGAL PUBLICATIONS SUBSCRPTNS	67.43
				LEGAL INFORMATION ONLINE CHRGS	204.00
	2/28/2011	206681	280.07		
				LEGAL PUBLICATIONS SUBSCRPTNS	188.71
				LEGAL PUBLICATIONS SUBSCRPTNS	91.36
	Vendor Total		**551.50**		
FYTD for THOMSON REUTERS INC			**6,105.52**		
THRIFTY OIL CO. ECONOMY 348				Remit to: **SANTA FE SPRINGS** **CA**	
	2/28/2011	206682	73.74		
				REFUND-BUS LIC OVRPMT	73.74
	Vendor Total		**73.74**		
FYTD for THRIFTY OIL CO. ECONOMY 348			**73.74**		
TRICHE, TARA				Remit to: **MORENO VALLEY** **CA**	
	2/22/2011	206550	1,931.40		
				INSTRUCTOR SVCS-INTERMD BALLET	155.40
				INSTRUCTOR SVCS-BALLET	288.60
				INSTRUCTOR SVCS-BALLET/ACRO	88.80
				INSTRUCTOR SVCS-BALLET/JAZZ	22.20
				INSTRUCTOR SVCS-DANCE EXPLOR.	266.40
				INSTRUCTOR SVCS-DANCE EXPLOR.	288.60
				INSTRUCTOR SVCS-DANCE EXPLOR.	177.60
				INSTRUCTOR SVCS-DANCE EXPLOR.	333.00
				INSTRUCTOR SVCS-HIP HOP DANCE	310.80
	Vendor Total		**1,931.40**		
FYTD for TRICHE, TARA			**13,888.32**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
TRI-CITY LINEN SUPPLY, INC.			Remit to: **RIVERSIDE** **CA**	
2/7/2011	206306	25.00		
			LINEN SVCS FOR CRC	25.00
2/14/2011	206425	25.00		
			LINEN SVCS FOR CRC	25.00
2/22/2011	206549	70.00		
			LINEN SVCS FOR CRC	25.00
			LINEN SVCS FOR EVENT	30.00
			LINEN SVCS FOR EVENT	15.00
2/28/2011	206683	67.30		
			LINEN SVCS FOR CRC	25.00
			LINEN SVCS FOR EVENT	42.30
	Vendor Total	**187.30**		
FYTD for TRI-CITY LINEN SUPPLY, INC.		**1,359.05**		
TROPICAL PLAZA NURSERY, INC.			Remit to: **VILLA PARK** **CA**	
2/22/2011	206551	570.24		
			IRRIG REPAIRS-ZONE E-2	570.24
2/28/2011	206684	15,700.00		
			LNDSCP MAINT-ZONE E-2	15,700.00
	Vendor Total	**16,270.24**		
FYTD for TROPICAL PLAZA NURSERY, INC.		**147,258.73**		
TRUGREEN LANDCARE			Remit to: **RIVERSIDE** **CA**	
2/28/2011	882198	8,925.12		
			LNDSCP MAINT-ZONE DSG-1	6,440.12
			LNDSCP MAINT-ZONE E-16	2,485.00
	Vendor Total	**8,925.12**		
FYTD for TRUGREEN LANDCARE		**194,174.31**		
TRULY NOLEN OF AMERICA, INC			Remit to: **MORENO VALLEY** **CA**	
2/14/2011	206426	65.89		
			REFUND-BUS LIC OVRPMT	65.89
	Vendor Total	**65.89**		
FYTD for TRULY NOLEN OF AMERICA, INC		**65.89**		
TUNTLAND, JAMES			Remit to: **PRESCOTT** **AZ**	
2/7/2011	882082	267.88		
			RETIREE MED FEB '11	267.88
	Vendor Total	**267.88**		
FYTD for TUNTLAND, JAMES		**2,042.30**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
TURF STAR, INC.				Remit to: **BERMUDA DUNES** **CA**	
	2/28/2011	206685	1,032.86		
				GOLF COURSE EQUIPMENT PARTS	1,032.86
	Vendor Total		**1,032.86**		
FYTD for TURF STAR, INC.			**2,301.14**		
TWRITE, INC.				Remit to: **RIVERSIDE** **CA**	
	2/14/2011	206427	8,755.00		
				CITY WEBSITE MAINT/JUL-DEC '10	8,755.00
	2/28/2011	206686	510.00		
				WEBSITE MAINT-12/22/10 STORMS	510.00
	Vendor Total		**9,265.00**		
FYTD for TWRITE, INC.			**19,881.25**		
U.S. HEALTHWORKS MEDICAL GROUP				Remit to: **LOS ANGELES** **CA**	
	2/14/2011	206428	65.00		
				EMPLOYMENT DOT EXAM	55.00
				EMPLOYMENT DOT EXAM	10.00
	Vendor Total		**65.00**		
FYTD for U.S. HEALTHWORKS MEDICAL GROUP			**7,025.00**		
U.S. POSTAL SERVICE				Remit to: **MORENO VALLEY** **CA**	
	2/28/2011	206687	8,000.00		
				POSTAGE FOR MAILING REC GUIDES	4,000.00
				POSTAGE FOR MAILING REC GUIDES	4,000.00
	Vendor Total		**8,000.00**		
FYTD for U.S. POSTAL SERVICE			**16,000.00**		
UNDERGROUND SERVICE ALERT				Remit to: **CORONA** **CA**	
	2/7/2011	206307	387.00		
				DIGALERT TICKETS SUBSCRIPTION	96.75
				DIGALERT TICKETS SUBSCRIPTION	96.75
				DIGALERT TICKETS SUBSCRIPTION	96.75
				DIGALERT TICKETS SUBSCRIPTION	96.75
	2/28/2011	206688	445.50		
				DIGALERT TICKETS SUBSCRPTN SVC	111.36
				DIGALERT TICKETS SUBSCRPTN SVC	111.38
				DIGALERT TICKETS SUBSCRPTN SVC	111.38
				DIGALERT TICKETS SUBSCRPTN SVC	111.38
	Vendor Total		**832.50**		
FYTD for UNDERGROUND SERVICE ALERT			**3,528.50**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
UNION BANK OF CALIFORNIA			Remit to: **SAN DIEGO** **CA**	
2/7/2011	206308	291.67		
			INVESTMENT SAFEKEEPING SVCS	291.67
2/22/2011	206552	170.00		
			STANDBY LOC TRANSER FEES	170.00
2/28/2011	206689	291.67		
			INVESTMENT SAFEKEEPING SVCS	291.67
2/28/2011	206690	340.00		
			STANDBY LOC TRANSER FEES	170.00
			STANDBY LOC TRANSER FEES	170.00
	Vendor Total	**1,093.34**		
FYTD for UNION BANK OF CALIFORNIA		**59,806.56**		
UNITED INSPECTION & TESTING INC			Remit to: **MORENO VALLEY**	
2/7/2011	206309	135.00		
			AUTO MALL IMPRVMNTS PROJ SVCS	135.00
	Vendor Total	**135.00**		
FYTD for UNITED INSPECTION & TESTING INC		**8,276.80**		
UNITED PACIFIC SERVICES, INC			Remit to: **LA HABRA** **CA**	
2/22/2011	206553	24,468.50		
			TREE TRIMMING SVC/ZONE E-1	9,301.00
			TREE TRIMMING SVC/ZONE E-12	1,100.50
			TREE TRIMMING SVC/ZONE E-14	1,633.00
			TREE TRIMMING SVC/ZONE E-16	852.00
			TREE TRIMMING SVC/ZONE E-2	5,396.00
			TREE TRIMMING SVC/ZONE E-2 ADD	1,216.00
			TREE TRIMMING SVC/ZONE DSG-1	4,295.50
			TREE TRIMMING SVC/ZONE DSG-2S	674.50
	Vendor Total	**24,468.50**		
FYTD for UNITED PACIFIC SERVICES, INC		**51,279.56**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
UNITED POWER GENERATION, INC.			Remit to: **RIVERSIDE**	**CA**
2/7/2011	206310	688.10		
			MAINT.GENERATOR-FS #2	347.80
			MAINT.GENERATOR-FS #6	340.30
2/14/2011	206429	2,774.30		
			GENERATOR MAINT-FIRE STA. 58	360.00
			GENERATOR MAINT-FIRE STA. 91	340.00
			GENERATOR MAINT-FIRE STA. 65	340.00
			GENERATOR MAINT-FIRE STA. 48	340.00
			GENERATOR MAINT-CITY YARD	179.40
			GENERATOR MAINT-SENIOR CTR	179.40
			GENERATOR MAINT-ANIMAL SHELTER	375.90
			GENERATOR MAINT-CITY HALL	219.87
			GENERATOR MAINT-PUB SFTY BLDG	219.87
			GENERATOR MAINT-EMERG OPS CTR	219.86
2/28/2011	206691	820.00		
			GENERATOR MAINT-FIRE ST. 58	410.00
			GENERATOR MAINT-FIRE ST. 48	410.00
	Vendor Total	**4,282.40**		
FYTD for UNITED POWER GENERATION, INC.		**6,027.63**		
UNITED ROTARY BRUSH CORP			Remit to: **ESCONDIDO**	**CA**
2/7/2011	882084	1,209.76		
			BROOM KITS-STREET SWEEPER	1,209.76
2/28/2011	882199	4,301.14		
			BROOM KITS-STREET SWEEPER	111.79
			BROOM KITS-STREET SWEEPER	715.15
			BROOM KITS-STREET SWEEPER	1,762.90
			BROOM KITS-STREET SWEEPER	277.96
			BROOM KITS-STREET SWEEPER	1,097.97
			BROOM KITS-STREET SWEEPER	335.37
	Vendor Total	**5,510.90**		
FYTD for UNITED ROTARY BRUSH CORP		**24,645.37**		
UNITED SITE SERVICES OF CA, INC.			Remit to: **EL MONTE**	**CA**
2/14/2011	882132	97.55		
			PORTABLE TOILET SVC-M&O DIV.	97.55
2/22/2011	882169	184.72		
			PORTABLE TOILET SVC-GOLF CTR	77.33
			FENCE RENTAL-ANIMAL SHELTER	107.39
2/28/2011	206692	38.09		
			REFUND-BUS LIC OVRPMT	38.09
2/28/2011	882200	97.55		
			PORTABLE TOILET SVC-M&O DIV.	97.55
	Vendor Total	**417.91**		
FYTD for UNITED SITE SERVICES OF CA, INC.		**2,749.29**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
UNITED STATES TREASURY			Remit to: **FRESNO** **CA**	
2/14/2011	206430	50.00		
			PAYROLL DEDUCTION AGREEMENT	50.00
2/28/2011	206693	50.00		
			PAYROLL DEDUCTION AGREEMENT	50.00
	Vendor Total	**100.00**		
FYTD for UNITED STATES TREASURY		**900.00**		
UNITED WAY OF INLAND VALLEYS			Remit to: **RIVERSIDE** **CA**	
2/14/2011	206431	507.19		
			UNITED WAY CONTRIBUTIONS	507.19
2/28/2011	206694	507.19		
			UNITED WAY CONTRIBUTIONS	507.19
	Vendor Total	**1,014.38**		
FYTD for UNITED WAY OF INLAND VALLEYS		**10,889.28**		
UNITED WAY, INLAND VALLEYS			Remit to: **RIVERSIDE** **CA**	
2/7/2011	882085	2,250.00		
			EMPLOYEE GIVING CAMPAIGN	2,250.00
	Vendor Total	**2,250.00**		
FYTD for UNITED WAY, INLAND VALLEYS		**2,250.00**		
UPTON, CHRISTINA			Remit to: **MORENO VALLEY** **CA**	
2/22/2011	206554	52.00		
			REFUND-CLASS REGIST.	52.00
	Vendor Total	**52.00**		
FYTD for UPTON, CHRISTINA		**52.00**		
USA ALARM SYSTEMS, INC.			Remit to: **MONROVIA** **CA**	
2/7/2011	206311	25.00		
			REFUND-BUS.LIC OVERPYMT	25.00
	Vendor Total	**25.00**		
FYTD for USA ALARM SYSTEMS, INC.		**25.00**		
USA MOBILITY/ARCH WIRELESS			Remit to: **ALEXANDRIA** **VA**	
2/14/2011	882133	36.59		
			PAGER SVC-PARK RANGERS	2.01
			PAGER SVC-TRANSP. DIV.	4.66
			PAGER SVC-ANIMAL SVCS	29.92
	Vendor Total	**36.59**		
FYTD for USA MOBILITY/ARCH WIRELESS		**544.51**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
UTILIQUEST, L L C				Remit to: **ATLANTA** **GA**	
	2/7/2011	206312	57.00		
				REFUND-BUS LIC OVRPMT	57.00
	Vendor Total		**57.00**		
FYTD for UTILIQUEST, L L C			**57.00**		
VA CONSULTING, INC.				Remit to: **IRVINE** **CA**	
	2/22/2011	882170	14,031.00		
				AUTO MALL IMPRVMNTS PROJ SVCS	901.50
				AUTO MALL IMPRVMNTS PROJ SVCS	13,129.50
	Vendor Total		**14,031.00**		
FYTD for VA CONSULTING, INC.			**97,486.40**		
VALI COOPER & ASSOCIATES, INC.				Remit to: **POINT RICHMOND** **CA**	
	2/7/2011	882086	10,405.00		
				TEMP STAFFING SVCS-CAP PROJS	9,765.00
				DAY ST IMPRVMNTS PROJ SVCS	640.00
	2/14/2011	882134	11,560.00		
				TEMP STAFFING SVCS-CAP PROJS	7,560.00
				DAY ST IMPRVMNTS PROJ SVCS	4,000.00
	Vendor Total		**21,965.00**		
FYTD for VALI COOPER & ASSOCIATES, INC.			**89,610.00**		
VALI COOPER ASSOCIATES, INC				Remit to: **RICHMOND** **CA**	
	2/7/2011	206313	65.71		
				REFUND-BUS.LIC OVERPYMT	65.71
	Vendor Total		**65.71**		
FYTD for VALI COOPER ASSOCIATES, INC			**65.71**		
VALLELUNGA, FRANK & SHERRI				Remit to: **MENIFEE** **CA**	
	2/22/2011	206555	75.00		
				REFUND-S/N DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for VALLELUNGA, FRANK & SHERRI			**75.00**		
VAS ASSOCIATES, INC.				Remit to: **CORONA** **CA**	
	2/14/2011	882135	17,400.00		
				TEMP STAFFING SVCS-CAP PROJS	17,400.00
	Vendor Total		**17,400.00**		
FYTD for VAS ASSOCIATES, INC.			**147,480.00**		

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VEHICLE REGISTRATION COLLECTIONS			Remit to: **RANCHO CORDOVA** **CA**	
2/28/2011	206695	749.89		
			GARNISHMENT	121.00
			GARNISHMENT	64.89
			GARNISHMENT	564.00
	Vendor Total	**749.89**		
FYTD for VEHICLE REGISTRATION COLLECTIONS		**749.89**		
VERDIN CONCRETE, INC.			Remit to: **RIVERSIDE** **CA**	
2/28/2011	206696	62.50		
			REFUND-BUS LIC OVRPMT	62.50
	Vendor Total	**62.50**		
FYTD for VERDIN CONCRETE, INC.		**62.50**		
VERIZON			Remit to: **TRENTON** **NJ**	
2/22/2011	206556	1,721.76		
			BACKBONE CHRGS	1,721.76
	Vendor Total	**1,721.76**		
FYTD for VERIZON		**13,583.37**		
VERIZON CALIFORNIA			Remit to: **DALLAS** **TX**	
2/28/2011	206697	618.41		
			PHONE CHRGS-ERC	618.41
	Vendor Total	**618.41**		
FYTD for VERIZON CALIFORNIA		**5,671.75**		
VIGIL, ERNEST			Remit to: **MORENO VALLEY** **CA**	
2/7/2011	882087	318.73		
			RETIREE MED FEB '11	318.73
	Vendor Total	**318.73**		
FYTD for VIGIL, ERNEST		**2,549.84**		
VINCENT, CLARENCE			Remit to: **MORENO VALLEY** **CA**	
2/7/2011	206314	157.84		
			RETIREE MED DEC '10	157.84
	Vendor Total	**157.84**		
FYTD for VINCENT, CLARENCE		**1,815.16**		
VISION SERVICE PLAN			Remit to: **SAN FRANCISCO** **CA**	
2/7/2011	882088	4,577.57		
			EMPLOYEE VISION INSURANCE	4,577.57
	Vendor Total	**4,577.57**		
FYTD for VISION SERVICE PLAN		**35,109.04**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VISTA PAINT CORPORATION				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206315	453.15		
				PAINT & SUPPLIES	8.31
				PAINT & SUPPLIES	58.77
				PAINT & SUPPLIES	129.12
				PAINT & SUPPLIES	256.95
	2/14/2011	206432	67.08		
				PAINT FOR PARKS GRAFFITI	67.08
	2/28/2011	206698	959.15		
				PAINT/SUPPL-GRAFFITI RMVL PRGM	855.88
				PAINT/SUPPL-GRAFFITI RMVL PRGM	103.27
	Vendor Total		**1,479.38**		
FYTD for VISTA PAINT CORPORATION			**7,521.00**		
VISTERRA CREDIT UNION				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	206433	14,879.34		
				SETTLEMNT RE: PROPERTY LIEN	26.14
				SETTLEMNT RE: PROPERTY LIEN	2,250.00
				SETTLEMNT RE: PROPERTY LIEN	12,603.20
	Vendor Total		**14,879.34**		
FYTD for VISTERRA CREDIT UNION			**14,879.34**		
VOLUNTEER CENTER OF RIVERSIDE COUNTY				Remit to: **RIVERSIDE** **CA**	
	2/14/2011	882136	484.68		
				211 CALL CTR INFO/REFERRAL SVC	484.68
	Vendor Total		**484.68**		
FYTD for VOLUNTEER CENTER OF RIVERSIDE COUNTY			**89,731.38**		
VOYAGER FLEET SYSTEM, INC.				Remit to: **HOUSTON** **TX**	
	2/28/2011	882201	1,148.17		
				CNG FUEL PURCHASES	765.44
				CNG FUEL PURCHASES	382.73
	Vendor Total		**1,148.17**		
FYTD for VOYAGER FLEET SYSTEM, INC.			**14,716.42**		

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VULCAN MATERIALS CO, INC.			Remit to: **SAN BERNARDINO**	**CA**
2/28/2011	206699	3,385.67		
			ASPHALTIC MATERIALS	138.12
			ASPHALTIC MATERIALS	171.69
			ASPHALTIC MATERIALS	171.69
			ASPHALTIC MATERIALS	171.69
			ASPHALTIC MATERIALS	138.12
			ASPHALTIC MATERIALS	137.43
			ASPHALTIC MATERIALS	105.23
			ASPHALTIC MATERIALS	105.23
			ASPHALTIC MATERIALS	206.63
			ASPHALTIC MATERIALS	171.00
			ASPHALTIC MATERIALS	1,304.23
			ASPHALTIC MATERIALS	392.24
			ASPHALTIC MATERIALS	172.37
	Vendor Total	**3,385.67**		
FYTD for VULCAN MATERIALS CO, INC.		**18,992.22**		
WAGGONER JR., GLENN C.			Remit to: **MORENO VALLEY**	**CA**
2/7/2011	882089	318.73		
			RETIREE MED FEB '11	318.73
	Vendor Total	**318.73**		
FYTD for WAGGONER JR., GLENN C.		**2,549.84**		
WAGNER, GARY D.			Remit to: **MORENO VALLEY**	**CA**
2/7/2011	882090	318.73		
			RETIREE MED FEB '11	318.73
	Vendor Total	**318.73**		
FYTD for WAGNER, GARY D.		**2,531.00**		
WAGY, CARYLON			Remit to: **MORENO VALLEY**	**CA**
2/7/2011	206316	318.73		
			RETIREE MED JAN '11	318.73
	Vendor Total	**318.73**		
FYTD for WAGY, CARYLON		**2,549.84**		
WALGREENS COMPANY			Remit to: **CHICAGO**	**IL**
2/22/2011	206557	60.00		
			REFUND-FALSE ALARM	30.00
			REFUND-FALSE ALARM	30.00
	Vendor Total	**60.00**		
FYTD for WALGREENS COMPANY		**60.00**		

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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WALKER, DONNA JEAN				Remit to: **PERRIS** **CA**	
	2/14/2011	882137	76.00		
				INSTRUCTION SVCS-2 DAYS	76.00
	Vendor Total		**76.00**		
FYTD for WALKER, DONNA JEAN			**380.00**		
WASHINGTON INVENTORY SERVICE				Remit to: **MORENO VALLEY** **CA**	
	2/7/2011	206317	67.93		
				REFUND-BUS.LIC OVERPYMT	67.93
	Vendor Total		**67.93**		
FYTD for WASHINGTON INVENTORY SERVICE			**67.93**		
WASSON, KIRK				Remit to: **MORENO VALLEY** **CA**	
	2/14/2011	882138	380.00		
				INSTRUCTION SVCS-10 DAYS	380.00
	Vendor Total		**380.00**		
FYTD for WASSON, KIRK			**1,102.00**		
WASTE MANAGEMENT OF THE INLAND EMPIRE				Remit to: **PHOENIX** **AZ**	
	2/7/2011	206318	1,244.51		
				ROLL-OFF STORAGE BIN RENTALS	1,244.51
	2/22/2011	206558	1,244.51		
				ROLL-OFF STORAGE BIN RENTALS	1,244.51
	Vendor Total		**2,489.02**		
FYTD for WASTE MANAGEMENT OF THE INLAND EMPIRE			**9,956.08**		
WEATHERITE CORPORATION				Remit to: **WALNUT** **CA**	
	2/22/2011	206559	81.62		
				REFUND-BUS LIC OVRPMT	81.62
	Vendor Total		**81.62**		
FYTD for WEATHERITE CORPORATION			**81.62**		
WELLS FARGO CORPORATE TRUST				Remit to: **LOS ANGELES** **CA**	
	2/1/2011	110201	1,002.57		
				INT ON 97 CH COP VAR RATE BOND	1,002.57
	Vendor Total		**1,002.57**		
FYTD for WELLS FARGO CORPORATE TRUST			**6,757,269.18**		
WEST COAST PAINTING				Remit to: **RIVERSIDE** **CA**	
	2/28/2011	206700	26.83		
				REFUND-BUS LIC OVRPMT	26.83
	Vendor Total		**26.83**		
FYTD for WEST COAST PAINTING			**26.83**		

City of Moreno Valley

Check Register

For Period 2/1/2011 through 2/28/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WEST PAYMENT CENTER			Remit to: **CAROL STREAM** **IL**	
2/14/2011	206434	522.08		
			SUBSCRPTN-CALIF CODE SUPPLMNTS	65.26
			SUBSCRPTN-CALIF CODE SUPPLMNTS	456.82
	Vendor Total	**522.08**		
FYTD for WEST PAYMENT CENTER		**522.08**		
WEST PUBLISHING CORPORATION			Remit to: **ST. PAUL** **MN**	
2/28/2011	206701	535.00		
			AUTO TRACK SVCS FOR PD	535.00
	Vendor Total	**535.00**		
FYTD for WEST PUBLISHING CORPORATION		**4,245.00**		
WESTECH COLLEGE			Remit to: **ONTARIO** **CA**	
2/7/2011	206319	643.86		
			REFUND-RNTL DEP 1/13/11	643.86
	Vendor Total	**643.86**		
FYTD for WESTECH COLLEGE		**1,287.72**		
WESTERN MUNICIPAL WATER DISTRICT			Remit to: **RIVERSIDE** **CA**	
2/22/2011	206560	211.59		
			WATER CHARGES	52.87
			WATER CHARGES	98.44
			WATER CHARGES	60.28
	Vendor Total	**211.59**		
FYTD for WESTERN MUNICIPAL WATER DISTRICT		**15,806.63**		
WIELIN, RONALD A.			Remit to: **BANNING** **CA**	
2/7/2011	882091	318.73		
			RETIREE MED FEB '11	318.73
	Vendor Total	**318.73**		
FYTD for WIELIN, RONALD A.		**2,549.84**		
WILD WING TAXIDERMY			Remit to: **MORENO VALLEY** **CA**	
2/22/2011	206561	32.31		
			REFUND-BUS LIC OVRPMT	32.31
	Vendor Total	**32.31**		
FYTD for WILD WING TAXIDERMY		**32.31**		

City of Moreno Valley

Check Register

For Period 2/1/2011 through 2/28/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WILLDAN AND ASSOCIATES				Remit to: **SAN BERNARDINO CA**	
	2/22/2011	206562	450.00		
				MORENO BCH DR WIDENING PROJ	450.00
	2/28/2011	206702	19,009.28		
				BLDG & SFTY PLAN CHECK SVCS	19,009.28
	Vendor Total		**19,459.28**		
FYTD for WILLDAN AND ASSOCIATES			**101,660.76**		
WILLIAMS, GUY H.				Remit to: **MORENO VALLEY CA**	
	2/14/2011	206435	59.50		
				REFUND-CITATION OVRPMT	59.50
	Vendor Total		**59.50**		
FYTD for WILLIAMS, GUY H.			**59.50**		
WILLIAMS, JANE L.				Remit to: **GRAND FORKS ND**	
	2/7/2011	882092	128.78		
				RETIREE MED JAN '11	128.78
	Vendor Total		**128.78**		
FYTD for WILLIAMS, JANE L.			**1,296.92**		
WISNIEWSKI, PAT A.				Remit to: **MORENO VALLEY CA**	
	2/14/2011	206436	404.50		
				REFUND-CITATION DISMISSED	404.50
	Vendor Total		**404.50**		
FYTD for WISNIEWSKI, PAT A.			**404.50**		
WORDEN, TIFANY				Remit to: **MORENO VALLEY CA**	
	2/22/2011	206563	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for WORDEN, TIFANY			**20.00**		
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.				Remit to: **RIVERSIDE CA**	
	2/28/2011	206703	45.00		
				ADV. THE CHOICE EXPO 3/24/11	45.00
	Vendor Total		**45.00**		
FYTD for WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.			**953,521.08**		
WRCRCA				Remit to: **RIVERSIDE CA**	
	2/28/2011	206704	5,937.30		
				COMM/OFFICE FEES COLLECTED	5,937.30
	Vendor Total		**5,937.30**		
FYTD for WRCRCA			**1,277,150.68**		

City of Moreno Valley

Check Register

For Period 2/1/2011 through 2/28/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WURM'S JANITORIAL SERVICES, INC.			Remit to: **CORONA**	**CA**
2/7/2011	882093	112.82		
			JANITORIAL SVCS-POLICE GTF	112.82
2/14/2011	882139	3,950.31		
			JANITORIAL SVCS-EMP RES CTR	532.81
			TEMP FACIL. MAINT WORKER SVCS	3,231.25
			TEMP FACIL. MAINT WORKER SVCS	56.25
			JANITORIAL SVCS-SR CTR/SPECIAL	130.00
2/22/2011	882171	23,573.59		
			WATER EXTRACTION SVCS AT EOC	120.00
			JANITORIAL SVCS-SUNNYMD ELEM	184.10
			JANITORIAL SVCS-RAINBOW RIDGE	310.19
			JANITORIAL SVCS-RED MAPLE ELEM	310.19
			JANITORIAL SVCS-STARS HDQTRS	298.87
			JANITORIAL SVCS-SUNNYMD MIDDLE	152.10
			JANITORIAL SVCS-CITY HALL	4,588.23
			JANITORIAL SVCS-CITY YARD	346.90
			JANITORIAL SVCS-TRANSP TRAILER	98.40
			JANITORIAL SVCS-EOC	688.36
			JANITORIAL SVCS-ESA ANNEX	735.73
			JANITORIAL SVCS-FAC. ANNEX	124.29
			JANITORIAL SVCS-LIBRARY	1,771.79
			JANITORIAL SVCS-MARCH FIELD	955.70
			JANITORIAL SVCS-GOLF PRO SHOP	644.70
			JANITORIAL SVCS-MVTV STUDIO	58.05
			JANITORIAL SVCS-PUB SFTY BLDG	5,564.25
			JANITORIAL SVCS-GANG TSK FORCE	112.82
			JANITORIAL SVCS-SENIOR CTR	1,916.18
			JANITORIAL SVCS-TOWNGATE C.C.	691.38
			JANITORIAL SVCS-CONF & REC CTR	3,447.93
			JANITORIAL SVCS-TS ANNEX	453.43
2/28/2011	882202	892.81		
			JANITORIAL SVCS-TOWNGT RENTALS	360.00
			JANITORIAL SVCS-EMP RES CTR	532.81
	Vendor Total	**28,529.53**		
FYTD for WURM'S JANITORIAL SERVICES, INC.		**216,828.38**		

City of Moreno Valley

Check Register

For Period 2/1/2011 through 2/28/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
XEROX				Remit to: **DALLAS** **TX**	
	2/7/2011	206320	1,745.73		
				COPIER RNTL/MAINT-POLICE	1,688.73
				COPIER RNTL/MAINT-POLICE	57.00
	2/22/2011	206564	2,736.77		
				COPIER RNTL/MAINT-PD	190.89
				COPIER RNTL/MAINT-PD	485.78
				COPIER RNTL/MAINT-PARKS	359.34
				COPIER RNTL/MAINT-PARKS	779.48
				COPIER BILLABLE PRINTS-PARKS	287.56
				COPIER RNTL/MAINT-STARS	114.49
				COPIER BILLABLE PRINTS-STARS	519.23
	2/28/2011	206705	1,451.11		
				COPIER RNTL/MAINT-PD	70.20
				COPIER RNTL/MAINT/PRNTS-GRPHCS	983.12
				COPIER RNTL/MAINT-GRAPHICS	397.79
	Vendor Total		**5,933.61**		
FYTD for XEROX			**53,711.57**		
YAMASHITA, JULIA J.				Remit to: **LAGUNA WOODS** **CA**	
	2/7/2011	882094	154.70		
				RETIREE MED DEC '10	154.70
	Vendor Total		**154.70**		
FYTD for YAMASHITA, JULIA J.			**1,392.30**		
ZEISER KLING CONSULTANTS, INC.				Remit to: **COSTA MESA** **CA**	
	2/22/2011	882172	3,938.25		
				T/S@SR-60/REDLANDS BLVD PROJ	1,482.00
				T/S@SR-60/REDLANDS BLVD PROJ	238.75
				T/S@SR-60/REDLANDS BLVD PROJ	2,217.50
	Vendor Total		**3,938.25**		
FYTD for ZEISER KLING CONSULTANTS, INC.			**3,938.25**		

Subtotal **1,378,954.08**

GRAND TOTAL **10,858,661.77**

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MV00198790

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: April 26, 2011

TITLE: APPROVE COOPERATIVE AGREEMENT WITH RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR THE SUNNYMEAD BOULEVARD MASTER DRAINAGE PLAN LINES H, H-1A, AND H-5 IN CONNECTION WITH THE INDIAN DETENTION BASIN DRAINAGE IMPROVEMENTS
PROJECT NO 09-89791726

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the "Cooperative Agreement" with Riverside County Flood Control and Water Conservation District (the District) for the Sunnymead Boulevard Master Drainage Plan Lines H, H-1A, and H-5 in connection with the Indian Detention Basin Drainage Improvements.

2. Authorize the City Manager to execute the "Cooperative Agreement" in the form attached hereto upon concurrence by the District.

3. Authorize the City Manager to approve any minor changes that may be requested by the District subject to the approval of the City Attorney.

4. Authorize the City Manager to execute any future amendments subject to the approval of the City Attorney.

BACKGROUND

The goal of the project is to provide the necessary drainage infrastructure improvements to Sunnymead Master Drainage Plan (MDP) Lines H, H-1A, and H-5 located in

Ironwood Avenue and Davis Street. Completion of the project will protect the surrounding area and neighborhoods that are currently within a Federal Emergency Management Agency (FEMA) mapped flood plain area, and remove them from the flood plain.

On July 13, 2010, the City Council awarded the construction contract to Riverside Construction Company, Inc. in the amount of $4,124,375.14. The City Council approved the contract award of all Base Bid items and Additive Bid Alternate Nos. 1, and 5-11, which will complete storm drain work in Ironwood Avenue from Heacock Street to Hubbard Street, as well as the widening of Ironwood Avenue from Heacock Street to Nita Drive. Construction is underway and is scheduled to be completed in May 2011. The project plans were approved by the District. The District is providing inspection at no cost to the City.

DISCUSSION

The "Cooperative Agreement" sets forth the City's responsibilities and the District's responsibilities, both in terms of scope and financial responsibility. The agreement requires that the District approve the storm drain plans and specifications, and provide inspection of those facilities, and City will construct Lines H, H-1A, and H-5 totaling approximately 4,440 linear feet of Sunnymead MDP facilities within Ironwood Avenue, which will connect to existing MDP facilities. The construction includes catch basins, connector pipes, and laterals. Once construction is complete, and upon acceptance by the District, the District will be responsible for the operation and maintenance of the drainage facilities, and the City will be responsible for the operation and maintenance of the catch basins, connector pipes, and laterals. The City will maintain the headwall and outlet area within the Indian Basin, as well as retain ownership of the Indian Basin. The District's approval of the Cooperative Agreement and acceptance of the facilities are the final steps to turn their portion of the system over for their maintenance.

ALTERNATIVES

1. Approve the "Cooperative Agreement" with Riverside County Flood Control and Water Conservation District (the District) for the Sunnymead Boulevard Master Drainage Plan Lines H, H-1A, and H-5 in connection with the Indian Detention Basin Drainage Improvements, authorize the City Manager to execute the "Cooperative Agreement" in the form attached hereto upon concurrence by the District, authorize the City Manager to approve any minor changes that may be requested by the District subject to the approval of the City Attorney, and authorize the City Manager to execute any future amendments subject to the approval of the City Attorney. *This alternative allows for the District's timely acceptance of the ownership, operation, and maintenance of the storm drain facilities.*

2. Do not approve the "Cooperative Agreement" with Riverside County Flood Control and Water Conservation District (the District) for the Sunnymead Boulevard Master Drainage Plan Lines H, H-1A, and H-5 in connection with the Indian Detention Basin Drainage Improvements, do not authorize the City Manager to execute the "Cooperative Agreement" in the form attached hereto upon concurrence by the District, do not authorize the City Manager to approve any minor changes that may be requested by the District subject to the approval of the City Attorney, and do not authorize the City Manager to execute any future amendments subject to the approval of the City Attorney. *This alternative would result in the City having continued responsibility of the ownership, operation, and maintenance of the storm drain facilities until a Cooperative Agreement could be executed with the District.*

FISCAL IMPACT

There is no monetary exchange for the agreement with the District. The Indian Basin Project is being funded with 2007 RDA Tax Allocation Bonds (Account No. 897.91726). The project is also partially funded with 2005 Lease Revenue Bonds (Account No. 501.82625), Development Impact Fee (DIF) program funds (Account No. 416.78727), and the EMWD water line facilities are to be reimbursed by EMWD through a revenue set-aside in fund 414 (Account Nos. 414.80423 and 414.80424). The funds utilized for this project are designated for the Indian Basin and Ironwood Avenue capital improvements only. There is no impact to the General Fund.

AVAILABLE CONSTRUCTION FUNDS:

Fiscal Year 2010/2011 (Account No. 897.91726)	$3,153,000
Fiscal Year 2010/2011 (Account No. 501.82625)	$933,000
Fiscal Year 2010/2011 (Account No. 416.78727)	$962,000
Fiscal Year 2010/2011 (Account No. 414.80423)	$185,000
Fiscal Year 2010/2011 (Account No. 414.80424)	$109,000
Total Available Funds	$5,342,000

ESTIMATED CONSTRUCTION COSTS:

Contractor Construction Costs	$4,124,000
Construction Design Support Services	$109,000
Construction Geotechnical Services	$90,000
Construction Survey Services	$55,000
Project Administration and City Inspection	$190,000
Total Estimated Project Related Costs	$4,568,000

ANTICIPATED SCHEDULE:

Finish Construction.....May 2011

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

The "Cooperative Agreement" sets forth the City's responsibilities and the District's responsibilities. Once construction is complete, and upon acceptance by the District, the District will be responsible for the operation and maintenance of the Lines H, H1-A, and H-5 drainage facilities, and the City will be responsible for the operation and maintenance of the catch basins, connector pipes, and laterals. These storm drain facilities will provide necessary flood protection and drainage along this section of Ironwood Avenue and the adjoining properties.

ATTACHMENTS

Attachment "A" – Location Map
Attachment "B" – Cooperative Agreement

Prepared By:
Margery A. Lazarus
Senior Engineer, P.E.

Department Head Approval:
Barry Foster
Economic Development Director

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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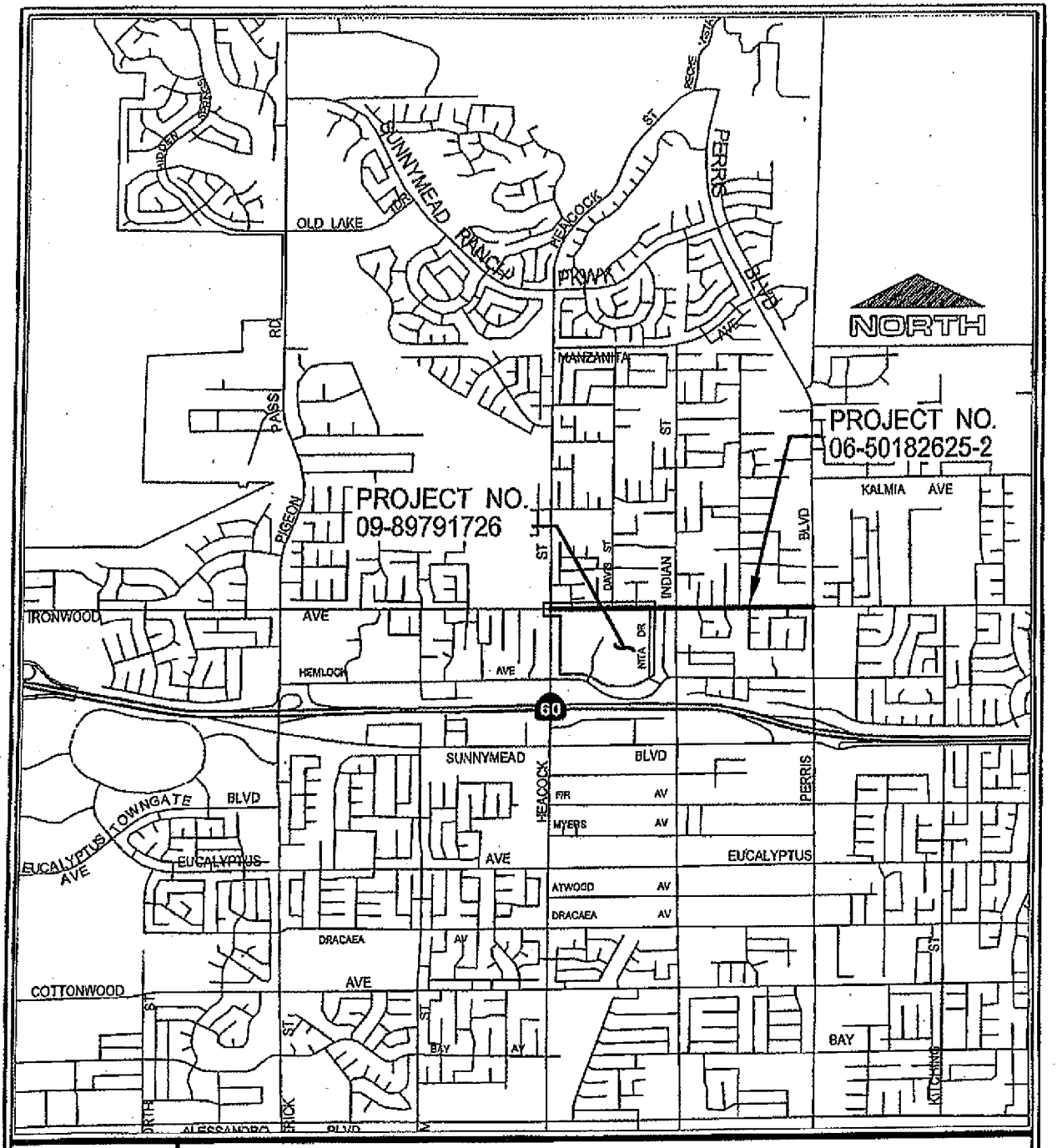

LOCATION MAP

Public WorksDepartment Capital Projects Division	IRONWOOD AVE IMPROVEMENTS FROM HEACOCK ST TO PERRIS BLVD PROJECT NUMBER 06-50182625-2
Scale: None	INDIAN DETENTION BASIN DRAINAGE IMPROVEMENTS AND IRONWOOD AVE FROM HEACOCK ST TO NITA DR (SOUTH SIDE) PROJECT NUMBER 09-89791726
ATTACHMENT "A"	

CITY OF MORENO VALLEY
DECEMBER 3, 1984

Item No. A.5

MV00198795

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MV00198796

COOPERATIVE AGREEMENT
Sunnymead MDP - Line H, Stage 4
Sunnymead MDP – Line H-1A, Stage 2
Sunnymead MDP – Line H-5, Stage 3
(Project Nos. 4-0-00670-04, 4-0-00731-02 and 4-0-00202-03)
(MS 123)

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT" and the CITY OF MORENO VALLEY, hereinafter called "CITY", hereby agree as follows:

RECITALS

A. CITY has budgeted for and plans to construct, certain stormwater management facilities identified in DISTRICT'S SUNNYMEAD MASTER DRAINAGE PLAN (MDP) in order to provide necessary flood protection and drainage for Ironwood Avenue and adjoining properties; and

B. The Sunnymead MDP facilities consists of (i) approximately 1,675 lineal feet of underground concrete drainage system (Line H, Stage 4), (ii) approximately 2,711 lineal feet of underground concrete drainage system (Line H-1A, Stage 2), which includes an existing segment of underground storm drain system approximately 917 feet in length, and (iii) approximately 54 lineal feet of underground concrete drainage system (Line H-5, Stage 3) as collectively shown in concept in red on Exhibit "A" attached hereto and made a part hereof, and hereinafter collectively called "DISTRICT DRAINAGE FACILITIES"; and

C. Associated with the construction of DISTRICT DRAINAGE FACILITIES is the construction of a certain outlet structure, certain catch basins, connector pipes and laterals, hereinafter called "APPURTENANCES". Together DISTRICT DRAINAGE FACILITIES and APPURTENANCES are hereinafter called "PROJECT"; and

D. CITY desires DISTRICT to ultimately accept ownership and responsibility for operation and maintenance of DISTRICT DRAINAGE FACILITIES. Therefore,

Attachment "B"

DISTRICT must review and approve CITY'S plans and specifications for PROJECT and subsequently inspect the construction of DISTRICT DRAINAGE FACILITIES; and

E. DISTRICT desires CITY to accept ownership and sole responsibility for APPURTENANCES. Additionally, it is mutually understood and agreed that CITY shall assume ownership and sole responsibility for the operation and maintenance of PROJECT until such time as DISTRICT DRAINAGE FACILITIES is accepted by DISTRICT as set forth herein; and

F. DISTRICT and CITY acknowledge it is in the best interest of the public to proceed with the construction of PROJECT at the earliest possible date.

NOW, THEREFORE, the parties hereto mutually agree as follows:

SECTION I

CITY shall:

1. Pursuant to California Environmental Quality Act (CEQA), assume the sole Lead Agency role for preparation, circulation and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT.

2. Prepare or cause to be prepared, PROJECT plans, hereinafter called "IMPROVEMENT PLANS" (District Drawing No. 4-1004), in accordance with CITY and DISTRICT standards.

3. Secure, at its sole cost and expense, all necessary rights of way, rights of entry and temporary construction easements as may be needed to construct, inspect, operate and maintain PROJECT.

4. Secure, at its sole cost and expense, all necessary permits, approvals, licenses or agreements required by any Federal or State resource or regulatory agencies pertaining to the construction, operation and maintenance of PROJECT. Such documents,

hereinafter called "REGULATORY PERMITS", may include, but are not limited to, a Section 404 permit issued by USACOE, a Section 401 Water Quality Certification and/or Waste Discharge Requirements issued by the California Regional Water Quality Control Board (CRWQCB) and/or State Water Resources Control Board, a Section 1602 Streambed Alteration Agreement issued by the California Department of Fish and Game and furnish to DISTRICT copies of all permits, approvals, licenses, and/or agreements required by any federal or state resource or regulatory agencies pertaining to the construction, operation and maintenance of PROJECT.

5. Prior to advertising for bids, provide DISTRICT an opportunity to review and approve all REGULATORY PERMITS.

6. Order the relocation of all utilities installed by permit or franchise within CITY rights of way that are in conflict with PROJECT and which must be relocated at the utility company's expense.

7. Prior to awarding a public works construction contract for PROJECT, provide DISTRICT an opportunity to review and approve IMPROVEMENT PLANS.

8. Not permit any change to or modification of IMPROVEMENT PLANS without the prior written permission and consent of DISTRICT.

9. Construct PROJECT pursuant to a CITY administered construction contract, in accordance with IMPROVEMENT PLANS approved by CITY and DISTRICT, and pay all costs associated therewith.

10. Furnish or cause its construction manager to furnish, all construction survey and materials testing services necessary to construct PROJECT.

11. Provide DISTRICT with written notice that CITY has awarded a construction contract for PROJECT.

12. Prior to commencing construction, furnish DISTRICT with the final mylar IMPROVEMENT PLANS and assign their ownership to DISTRICT.

13. Prior to commencing PROJECT construction, schedule and conduct a mandatory pre-construction meeting between CITY, CITY'S construction manager, CITY'S construction contractor(s), DISTRICT and other affected entities. CITY shall notify DISTRICT (Attention: Construction Inspection) in writing at least twenty (20) days prior to conducting the pre-construction meeting.

14. Require its contractor(s), during the term of construction of PROJECT to provide and maintain Comprehensive General and Automobile Liability Insurance including contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles which shall protect DISTRICT, County of Riverside and CITY from claim from damages for personal injury, including accidental and wrongful death, as well as from claims for property damage which may arise from construction of PROJECT or the performance of its obligations hereunder, whether such construction or performance be by CITY, the aforementioned construction contractor(s), or any subcontractors to said construction contractor(s), or by anyone employed directly or indirectly by said construction contractor(s) or subcontractors. Such insurance shall name DISTRICT, County of Riverside and CITY, and their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as additional insureds and shall provide for limits of not less than two million dollars ($2,000,000) per occurrence. CITY shall also require its contractor(s) to provide Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor code of the State of California, including Employer's Liability with one million dollar ($1,000,000 limits), covering all persons providing services on behalf of PROJECT and all risks to such persons under this

agreement. In addition, CITY shall require its insurance carrier(s) or its contractor(s) insurance carrier(s) of the above required coverages to waive all rights of subrogation against DISTRICT, County of Riverside and CITY. Said insurance coverage shall be provided by an insurance company licensed to transact the business of insurance in the State of California and shall be evidenced by a certificate (or certificates) of insurance and applicable policy endorsements indicating that the insurance is in full force and effect and that DISTRICT, County of Riverside and CITY, and their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents, representatives, independent contractors, and subcontractors are named as additional insureds. Said certificate(s) of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be provided to CITY and DISTRICT prior to any modification, cancellation, or reduction in coverage of said insurance.

15. Prior to CITY issuing a Notice to Proceed to its construction contractor(s) to begin construction of PROJECT, provide to District an original certificate of insurance evidencing the required insurance coverage.

16. Upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within CITY rights of way which must be performed at such time(s) that the finished grade along and above the underground portions of PROJECT are improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed at no cost to DISTRICT.

17. Require its construction contractor(s) to comply with all Cal/OSHA safety regulations, including regulations concerning confined space and maintain a safe working environment for all CITY and DISTRICT employees on the site.

18. Require its construction contractor(s) to furnish DISTRICT a confined

space entry procedure specific to PROJECT. The procedure shall comply with requirements contained in California Code of Regulations, Title 8, Section 5158, Other Confined Space Operations, Section 5157, Permit Required Confined Space and DISTRICT confined Space Procedures, SOM-18. The procedure shall be reviewed and approved by DISTRICT prior to start of construction.

19. Grant DISTRICT, by execution of this AGREEMENT, the right to inspect, operate and maintain DISTRICT DRAINAGE FACILITIES within CITY rights of way.

20. [THIS SECTION INTENTIONALLY LEFT BLANK.]

21. Upon completion of PROJECT construction but prior to DISTRICT'S acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, provide DISTRICT with appropriate engineering documentation necessary to establish that the existing segment of DISTRICT DRAINAGE FACILITIES was constructed in accordance with CITY and DISTRICT previously approved IMPROVEMENT PLANS.

22. Assume ownership and sole responsibility for the operation and maintenance of APPURTENANCES.

23. Assume ownership and sole responsibility for the operation and maintenance of PROJECT until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES as set forth herein.

24. Within two weeks of completing PROJECT construction, provide DISTRICT with written notice (Attention: Contract Administration Section) that DISTRICT DRAINAGE FACILITIES construction is substantially complete and requesting that DISTRICT conduct a final inspection of DISTRICT DRAINAGE FACILITIES. It is mutually understood by the parties hereto that prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES,

DISTRICT DRAINAGE FACILITIES which includes an existing segment of underground storm drain system shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to the inspection and, in the sole discretion of DISTRICT, DISTRICT DRAINAGE FACILITIES are not in an acceptable condition, corrections will be made at sole expense of CITY.

25. Upon completion of construction of PROJECT, but prior to DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, CITY'S civil engineer of record or construction civil engineer of record, duly registered in the State of California, shall provide DISTRICT a redlined "RECORD DRAWINGS" copy of IMPROVEMENT PLANS. After DISTRICT approval of the redlined "RECORD DRAWINGS", CITY'S engineer shall schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT'S original mylars at DISTRICT'S office, after which the engineer shall review, stamp and sign IMPROVEMENTS PLANS "RECORD COPY".

SECTION II

DISTRICT shall:

1. Pursuant to CEQA, act as Responsible Agency and, as such, will have the corresponding responsibility to fulfill the obligations of a CEQA Responsible Agency with respect to PROJECT.

2. At its sole cost and expense, review and approve all necessary REGULATORY PERMITS prior to CITY advertising for bids.

3. At its sole cost and expense, review and approve IMPROVEMENT PLANS prior to CITY'S award of PROJECT construction contract.

4. At its sole cost and expense, conduct periodic inspections of DISTRICT DRAINAGE FACILITIES for quality control purposes.

5. Accept sole responsibility for ownership, operation and maintenance of DISTRICT DRAINAGE FACILITIES upon (i) completion of DISTRICT DRAINAGE FACILITIES construction, (ii) receipt of appropriate engineering documentation as set forth in Section I.21., and (iii) receipt of "RECORD DRAWINGS" as set forth in Section I.25.

6. Upon DISTRICT'S acceptance of DISTRICT DRAINAGE FACILITIES construction as being complete, provide CITY with a reproducible duplicate copy of the "RECORD DRAWINGS".

SECTION III

It is further mutually agreed:

1. Except as otherwise provided herein, all construction work involved with DISTRICT DRAINAGE FACILITIES shall be inspected by DISTRICT and shall not be deemed complete until approved and accepted as complete by DISTRICT.

2. DISTRICT personnel may observe and inspect all work being done on DISTRICT DRAINAGE FACILITIES, but shall provide any comments to CITY personnel who shall be solely responsible for all communications with its construction contractor(s).

3. CITY shall not request DISTRICT to accept any portion or portions of DISTRICT DRAINAGE FACILITIES prior to the completion of PROJECT.

4. CITY shall indemnify, defend, save and hold harmless DISTRICT and County of Riverside (including their respective officers, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to CITY (including its officers, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to this

Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees; and (d) any other element of any kind or nature whatsoever.

5. DISTRICT shall indemnify, defend, save and hold harmless CITY (including its officers, employees, agents, representatives, independent contractors and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to DISTRICT (including its officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees; and (d) any other element of any kind or nature whatsoever.

6. Any notices sent or required to be sent to either party shall be mailed to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT 1995 Market Street Riverside, CA 92501	CITY OF MORENO VALLEY Post Office Box 88005 Moreno Valley, CA 92220 Attn: Chris Vogt

7. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

8. This Agreement is to be construed in accordance with the laws of the State of California.

9. This Agreement is the result of negotiations between the parties hereto and with the advice and assistance of their respective counsel. No provision contained herein shall be construed against DISTRICT solely because, as a matter of convenience, it prepared this

Agreement in final form.

10. Any waiver by DISTRICT or CITY of any breach by the other of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of DISTRICT or CITY to require from the other exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT or CITY from enforcement hereof.

11. This Agreement is intended by the parties hereto as their final expression with respect to the matters herein, and is a complete and exclusive statement of the terms and conditions thereof. This Agreement shall not be changed or modified except by the written consent of both parties hereto.

12. DISTRICT and CITY each pledge to cooperate in regard to the operation and maintenance of their respective facilities as set forth herein and to discharge their respective maintenance responsibilities in an expeditious fashion so as to avoid the creation of any nuisance condition or undue maintenance impact upon the other's facilities.

//

//

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

on_____.
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

By_____
WARREN D. WILLIAMS
General Manager-Chief Engineer

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By _____
MARION ASHLEY, Chairman
Riverside County Flood Control and Water Conservation District Board of Supervisors

APPROVED AS TO FORM:

PAMELA J. WALLS
County Counsel

By _____
NEAL KIPNIS
Deputy County Counsel

(SEAL)

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By _____

Deputy

Cooperative Agreement: MS 123,
Sunnymead MDP - Line H, Stage 4
12/14/10
KEC:blj

RECOMMENDED FOR APPROVAL:

By _____
CHRIS A. VOGT, P.E.
Public Works Director/City Engineer

CITY OF MORENO VALLEY

By _____
HENRY GARCIA
City Manager

APPROVED AS TO FORM:

By_____
ROBERT HANSEN
City Attorney

ATTEST:

JANE HALSTEAD
City Clerk

By _____

(SEAL)

Cooperative Agreement: MS 123,
Sunnymead MDP - Line H, Stage 4
3/2/11
KEC:blj

Exhibit A

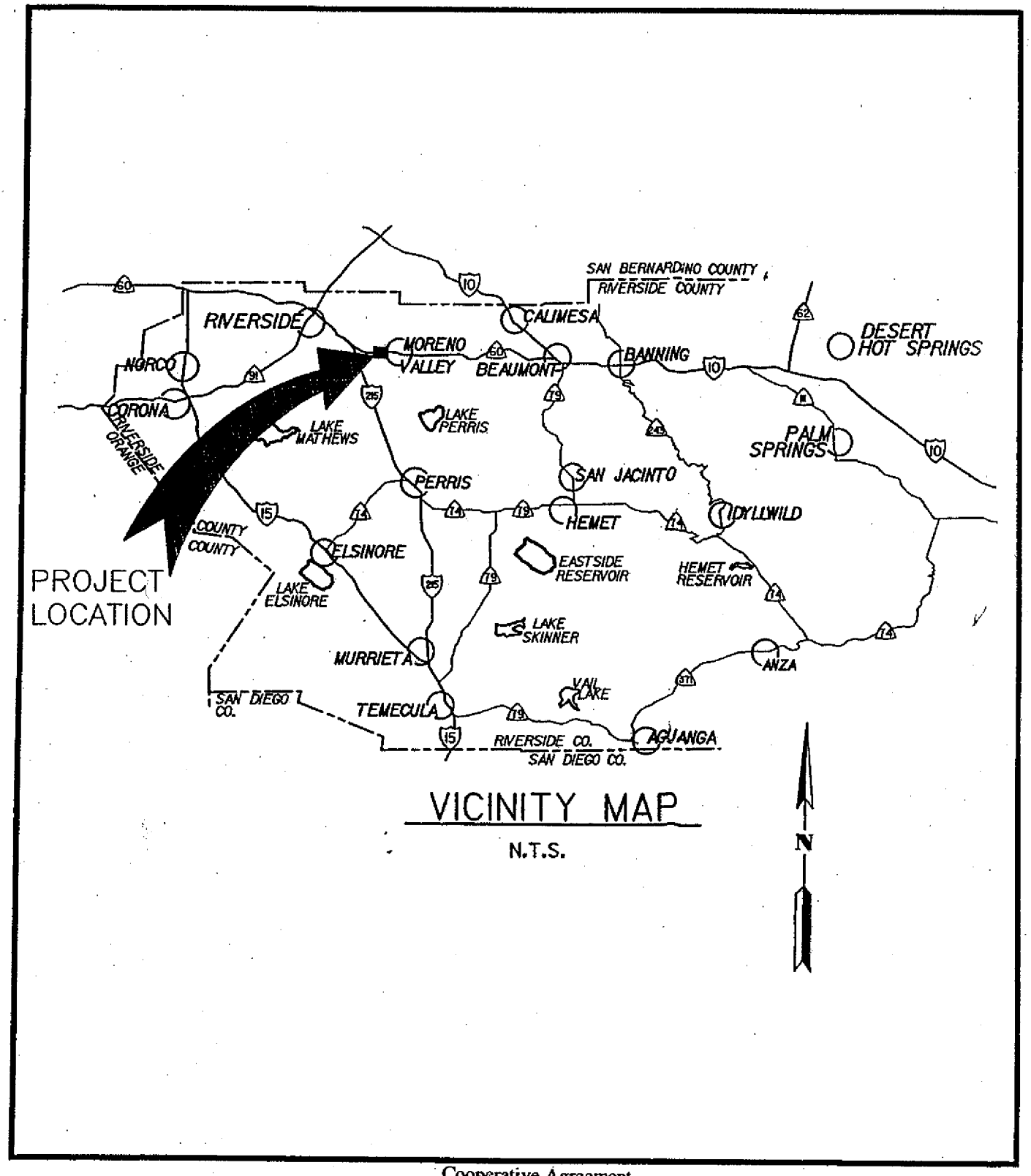

Cooperative Agreement
Sunnymead MDP – Line H, Stage 4, Sunnymead MDP – Line H-1A, Stage 2,
Sunnymead MDP – Line H-5, Stage 3
(Project Nos. 4-0-00670-04, 4-0-00731-02 and 4-0-00202-03)
1 of 2

Item No. A.5

Exhibit A

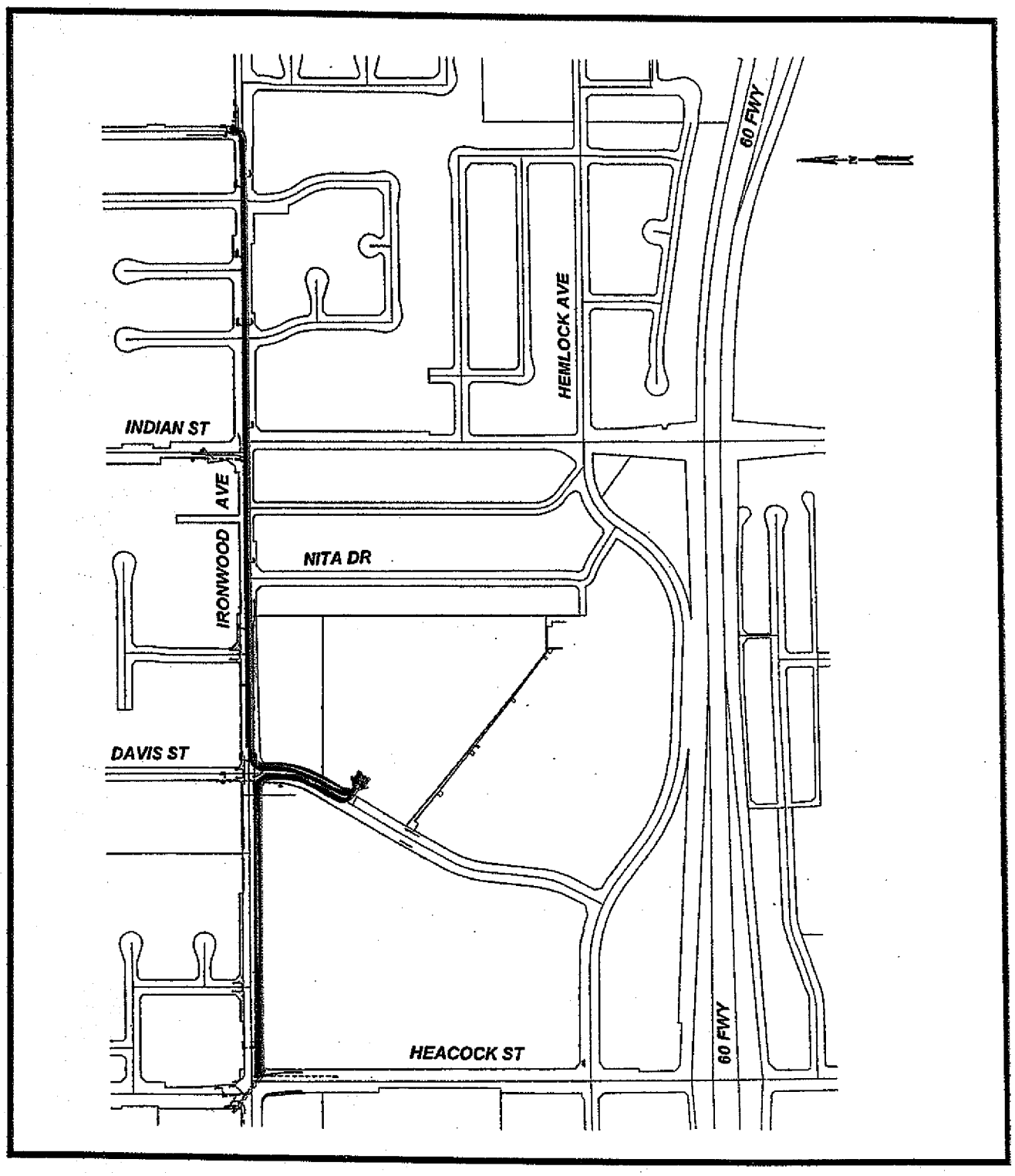

Cooperative Agreement
Sunnymead MDP – Line H, Stage 4, Sunnymead MDP – Line H-1A, Stage 2,
Sunnymead MDP – Line H-5, Stage 3
(Project Nos. 4-0-00670-04, 4-0-00731-02 and 4-0-00202-03)
2 of 2

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Michelle Dawson, Acting Assistant City Manager

AGENDA DATE: April 26, 2011

TITLE: Art Loan Policy

RECOMMENDED ACTION

Staff recommends that the City Council adopt the Art Loan Policy (Attachment A).

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Arts Commission reviewed the Art Loan Policy on March 31 and voted to recommend that the City Council adopt the Art Loan Policy for city facilities.

BACKGROUND

At one time public art exhibits had been displayed in the City Council Chamber foyer by The Arts Group of Moreno Valley. These exhibits were discontinued pending the development of a policy for this purpose.

The Arts Commission drafted a Public Art Exhibit Policy in 2010 which was reviewed and revised by the City Manager's and City Attorney's Offices. At the August 17, 2010 City Council Study Session, Council discussed various options regarding the policy and provided direction to staff for the development of an art policy. Council made further recommendations at the February 15 and March 15 study sessions for the Art Loan Policy. Additionally, staff worked with the Arts Commission to finalize the policy.

DISCUSSION

As the City may wish to display works of art in city facilities in order to enhance the aesthetics of the facility, an art loan policy has been developed that will provide guidelines for the submittal, selection, display, and removal of community art for these areas. The salient points of this policy include:

1) The City's Arts Commission will review all works of art submitted for exhibition at a city facility. They will then make a recommendation to the City Manager who will have the final authority to approve all artwork prior to being loaned to the City for display.

2) All artists will need to reside, work, or have been born in Moreno Valley. These requirements also apply to works of art submitted by family members of deceased artists.

3) Works of art that are deemed too large or difficult to display, contain materials which are inherently dangerous or unstable, or are made out of materials that may decay if not kept displayed in the optimum environmental conditions will not be displayed.

4) The Arts Commission will evaluate each work of art for quality, style, the type of media the artwork is displayed on, the nature of the artwork, and diversity in order to make a recommendation to the City Manager for all exhibits at city facilities.

ALTERNATIVES

1) Adopt the Art Loan Policy. *Staff recommends this alternative.*

2) Do not adopt the Art Loan Policy and provide further direction to staff. *Staff does not recommend this alternative.*

FISCAL IMPACT

There is no fiscal impact to the City.

CITY COUNCIL GOALS

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

Community Image, Neighborhood Pride and Cleanliness. Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

ATTACHMENTS

Attachment A: Art Loan Policy

Prepared By:
Cynthia Owens
Acting Assistant to the City Manager

Department Head Approval:
Michelle Dawson
Acting Assistant City Manager

Concurred By:
Robert Hansen
City Attorney

Concurred By:
Michael McCarty
Parks and Community Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00198814

Art Loan Policy

PURPOSE: To establish submittal procedures and selection criteria for the loan of works of art to the City to be displayed at the City's sole discretion at city facilities in order to benefit the City and its residents.

DEFINITIONS:

For the purposes of this policy, the following items shall have these definitions:

"Artist" is a person who possesses skill, training and/or experience in his or her artistic discipline and is active in and committed to his or her art practice.

"Art" is the use of skill and imagination in the creation of aesthetic objects, environments, or experiences that can be shared with others.

"Commercial entity" is a for profit business/corporation that manufactures, distributes, markets, or sells works of art, whether they are original works of art or reproductions. Individual artist who sell their works or art for personal profit are not considered commercial entities.

"Community art" refers to the pieces of art that have been created by local residents in Moreno Valley.

POLICY:

I. <u>Introduction</u>

The City of Moreno Valley, on occasion, may wish to display works of art in city facilities to enhance the aesthetics of the facility. As such, this policy shall provide guidelines for the submittal, selection, display, and removal of community art for these areas. The City's Arts Commission is appointed by the City Council and shall recommend works of art to be displayed at a city facility to the City Manager utilizing this policy for proper procedures and guidance in selecting appropriate works of art for display. The City Manager has the final authority to approve all artwork to be displayed at city facilities. All works of art will be on formal loan to the City and will be displayed at the sole discretion of the City.

II. <u>Submittal Process</u>

A. Artists must obtain an application from the Parks and Community Services Department and submit no fewer than five and no more than twelve pieces of art 90 days prior to the exhibit date. Artists must provide one complete set of images, whether they are photographs or a digital file, per work of art submitted for consideration. On the back of each photograph, or with each digital file, the title of the work, dimensions, medium, and the name, address, telephone number of the artist must be included.

B. After an initial review, the Arts Commission may request that the artist submit or make accessible the actual work of art at no cost to the City. The Arts Commission will determine the specific pieces of art to be recommended to the City Manager for exhibit in accordance with Section III of this policy.

III. <u>Selection Criteria</u>

A. Only works of art submitted by artists who reside, work, or who were born in Moreno Valley as well as works of art submitted by family members of deceased artists who resided, worked or were born in Moreno Valley will be considered for display. Works of art submitted by a commercial entity will not be considered.

B. The City's Arts Commission shall review all applications and works of art that comply with the submittal process established by this policy.

C. All works of art shall be original works of art, not a reproduced print or copy of another artist's work. The work of art must comply with the conditions listed in this policy.

D. All works of art shall be on formal loan to the City. The display of the loaned artwork is at the sole discretion of the City.

E. All works of art must be either gallery wrapped canvas or suitably framed with hanging apparatus (screw eyes and wire only). All frames and mounting arrangements must be securely constructed. Work that is fragile or whose framing or display arrangement is of questionable durability may be rejected.

F. Works of art will not be exhibited if any of the following conditions are met:

(1) The work of art is very large and difficult to display due to its size and weight.
(2) Contains materials which are inherently dangerous or unstable.
(3) Made out of materials which may decay if not kept and displayed in the optimum environmental conditions as these conditions can not be guaranteed in a city facility.

G. Once a work of art has met the above display criteria the Arts Commission will evaluate each work of art to determine which works of art, if any, will be recommended to the City Manager for exhibit. The Arts Commission will carefully assess each work of art for the following items:

(1) Quality –the inherent quality of the artwork(s) being submitted for the exhibit
(2) Media –Due to the space restrictions of the exhibit areas only media that can be reasonably accommodated in the designated exhibit area will be considered. Artwork can not extend excessively out from the wall and intrude into the walkway.
(3) Style – Artworks of all schools, styles, and tastes will be considered for exhibit with the exception of those works of art meeting the criteria listed in Section F.
(4) Nature – Works of art should be appropriate in scale, material, form, and content for the immediate, general, social, and physical environments in which they will be displayed.
(5) Diversity – The Art Loan Policy shall strive for diversity of style, scale, media, and artists, including ethnicity and gender.

H. If there is more artwork submitted than allowed for by the space constraints of the designated area for the exhibit, the Arts Commission will decide which pieces of art will be recommended for exhibit based on the criteria listed above. All other works of art will be returned to the artists and may be resubmitted for consideration for future exhibition. The City reserves the right to display no artwork for a particular exhibit period.

IV. Installation

The Arts Commission will make a recommendation to the City Manager as to which pieces of art should be exhibited at a specific city facility. Once the artwork and location is approved by the City Manager, the City's Facilities and Maintenance Division will install the works of art at the direction of the Arts Commission.

All contractual requirements with the artist will be overseen by the City's Parks and Community Services Department, including all loan agreements. All works of art will be reviewed for their condition upon receipt by the City and any problems found with the artwork will be referred to the artist for resolution.

Within two weeks of being notified that a submission has been accepted for exhibition, the artist must contact the City's Parks and Community Services Department to confirm the exhibition dates as well as any other deadlines. Artists are responsible for delivering their work(s) of art to the City at least five business days before the opening of the exhibition.

Sales information shall not be posted or displayed with a work of art while it is on exhibit in a city facility.

V. Removal of Artwork

Artists are required to pick up their works of art from the City within two business days of the conclusion of the exhibit. The City does not accept any responsibility for artwork not picked up within the designated time frame. Any piece of art that is not picked up by the deadline shall be treated as abandoned property subject to disposal without further notice under applicable laws.

As all works of art are on formal loan to the City, and are displayed at the sole discretion of the City, any work of art may be removed from an exhibit without notification to the artist. No reason for the removal of the loaned artwork from the exhibit will be given to the artist.

VI. Insurance

A. The City will not assume responsibility for damage or theft of any work of art that is on display in accordance with this policy except as set forth in Section D below.

B. The artist will acknowledge that a risk of damage, loss, vandalism, or theft is inherent in a public display.

C. If the artist has property or casualty insurance that covers the artwork, and if damage, loss, vandalism, or theft occurs to the artwork while it is on loan to the City, then the artist must seek payment from their insurance company, whose insurance coverage is primary to the City's self-insurance.

D. Regardless of whether the artist has property or casualty insurance, the City's liability to the artists for damage or vandalism to, or loss or theft of, the artist's work of art is limited to the following:

a. Damage, Loss or Vandalism. The City will exercise due care in handling and exhibiting the artist's artwork. The artist (1) will release and hold harmless, (2) will not make a claim against or sue and (3) waives the right of recovery against the City and its officers, agents, or employees for damage or vandalism to, or loss of, one or more of the artist's artwork, arising out of a person's negligent or intentional act, or other act, however caused.

b. Theft. The City will be liable for theft of an artwork on loan only when it is stolen by an officer, agent, or employee of the City once convicted by the District Attorney's Office. The maximum liability the City will assume is $500.00.

c. Liability Insurance. Before the artist delivers any work of art to the City, the artist must furnish satisfactory evidence of liability insurance by delivering to the City a "certificate of insurance" and "an additional insured endorsement" listing the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD). The artist's insurance company or its agent must sign these documents, which must state that the artist's insurance policy is primary to the City's self insurance and insurance policy, applies separately to each insured, and provides 30 days written notice to the City before the insurance company cancels, non-renews, or reduces the policy's coverage. With approval from the City's Risk Management Division, the Liability Insurance requirement can be waived if the artist signs the City's Art Loan Release of Liability form.

VII. Terms For Artwork Loans

A. A time period for the loan must be specified.

B. The artist must sign a loan agreement with the City.

C. All loan agreements and liability insurance requirements must be received 30 days prior to the exhibition date.

VIII. Administration of the Art Loan Policy

The Parks & Community Services Department, along with the City's Arts Commission, will administer the Art Loan Policy for the City of Moreno Valley. The City Manager will review the artwork recommended for exhibit at a city facility by the Arts Commission and has the final authority to approve the display of any loaned artwork for exhibit at a city facility.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: April 26, 2011

TITLE: AUTHORIZATION TO AWARD AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES FOR HMGP FUNDED PROJECT: STORM DRAIN AND MISCELLANEOUS STREET IMPROVEMENTS BETWEEN ALESSANDRO BOULEVARD AND DRAINAGE FACILITY LINE F PROJECT NO. 11-12566730

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Accept an additional grant award amount of $322,000 in the federal funds under the Hazard Mitigation Grant Program (HMGP) to construct a storm drain and miscellaneous street improvements between Alessandro Boulevard and drainage facility Line F east of Redlands Boulevard.

2. Authorize the appropriation of $430,000 from unencumbered Measure "A" (Fund 125) fund balance to account for the additional federal funding and required local funding match in accordance with the HMGP requirements.

3. Approve the Agreement for Design Professional Consultant Services with DMC Design Group, 140 N. Maple Street, Suite 104, Corona, CA 92880 to provide design services for the storm drain and miscellaneous street improvements.

4. Authorize the City Manager to execute said Agreement for Design Professional Consultant Services with DMC Group, in the form attached hereto.

5. Authorize the issuance of a Purchase Order to DMC Design Group in the amount of $172,016 from Account 125.66730 when the agreement has been signed by all parties.

BACKGROUND

In June 2006, the City completed a street improvement project which reconstructed asphalt concrete pavement for Kimberly Avenue, Maltby Avenue, and Campbell Avenue located in the southeast area of Alessandro Boulevard and Redlands Boulevard. This area has repeatedly experienced flooding during major storms. Flooding has caused damages to local streets and private properties, impacted traffic safety, and disrupted public and utility services. Several homes and roadways have been inundated with storm water, and the area has become inaccessible. Extensive cleanup was required to remove mud and debris from streets and properties after the storm. Flooding happens as a result of the lack of adequate storm drain improvements in this area. There is a need to install a storm drain system which mitigates flooding in this area.

In August 2008, the City submitted a grant application for the Hazard Mitigation Grant Program (HMGP) to Federal Emergency Management Agency (FEMA) through California Emergency Management Agency (Cal EMA) to request funding to construct a storm drain and related street improvements in this area. In November 2010, the City received notification of grant approval in the amount of $1,178,000 for the storm drain and street improvements. In accordance with HMGP funding requirements, the City must provide City local funding match towards the project's total cost. On February 8, 2011, the City Council accepted this grant amount and directed the appropriation of $220,000 from unencumbered Measure "A" (Fund 125) fund balance to the existing Street Improvement Program (SIP) accounts for this project to meet HMGP funding requirements. On February 22, 2011, the City received notification of supplemental grant approval in the amount of $322,000 for the project, bringing the total HMGP grant award amount to $1,500,000.

DISCUSSION

The proposed storm drain system is to be installed in the middle of the tract bounded by Redlands Boulevard and Merwin Street, from Alessandro Boulevard to Campbell Avenue, and connected to existing open channel, drainage facility Line F, on the southwest corner of Redlands Boulevard and Brodiea Avenue. Miscellaneous street improvements are to be constructed to accommodate the new storm drain. Storm drain inlets are to be installed on Alessandro Boulevard, Kimberly Avenue, Maltby Avenue, Campbell Avenue and Redlands Boulevard. Existing landscape, hardscape, and street pavement along the storm drain alignment will be restored as part of the project.

On January 19, 2011, the Notice Inviting Proposals and Request for Proposals for Design Professional Consulting Services were sent to all the consultants that City has on its list and also posted on the City's website. On February 17, 2011, five (5) consultants submitted their proposals for the project. City staff reviewed and rated the proposals according to the consultant's ability to complete the project requirements. Interviews of top three firms were conducted, followed by negotiations on scope of services and fees. The proposal from DMC Design Group was selected as the most qualified for the subject project.

The consultant is responsible for completing all survey, engineering, geotechnical and environmental work necessary to obtain storm drain easements, obtain environmental clearances under the California Environmental Quality Act (CEQA), obtain all required permits to connect storm drain to existing channel, prepare plans and specifications for constructing the storm drain and street improvements, and provide construction support services.

ALTERNATIVES

1. Accept an additional grant award amount of $322,000 in the federal funds under the Hazard Mitigation Grant Program (HMGP) to construct a storm drain and miscellaneous street improvements between Alessandro Boulevard and drainage facility Line F east of Redlands Boulevard, authorize the appropriation of $430,000 from unencumbered Measure "A" (Fund 125) fund balance to account for the additional federal funding and required local funding match in accordance with the HMGP requirements, approve the Agreement for Design Professional Consultant Services with DMC Design Group, 140 N. Maple Street, Suite 104, Corona, CA 92880 to provide design services for the storm drain and miscellaneous street improvements, authorize the City Manager to execute said Agreement for Design Professional Consultant Services with DMC Group, in the form attached hereto, and authorize the issuance of a Purchase Order to DMC Design Group in the amount of $172,016 from Account 125.66730 when the agreement has been signed by all parties. *This alternative will allow the City to receive the additional HMGP funding for the project and the design phase of the project to move forward.*

2. Do not accept an additional grant award amount of $322,000 in the federal funds under the Hazard Mitigation Grant Program (HMGP) to construct a storm drain and miscellaneous street improvements between Alessandro Boulevard and drainage facility Line F east of Redlands Boulevard, do not authorize the appropriation of $430,000 from unencumbered Measure "A" (Fund 125) fund balance to account for the additional federal funding and required local funding match in accordance with the HMGP requirements, do not approve the Agreement for Design Professional Consultant Services with DMC Design Group, 140 N. Maple Street, Suite 104, Corona, CA 92880 to provide design services for the storm drain and miscellaneous street improvements, do not authorize the City Manager to execute said Agreement for Design Professional Consultant Services with DMC Group, in the form attached hereto, and do not authorize the issuance of a Purchase Order to DMC Design Group in the amount of $172,016 from Account 125.66730 when the agreement has been signed by all parties. *This alternative will prohibit the City from receiving the additional HMGP funding for the project and the design phase of the project from moving forward.*

FISCAL IMPACT

This project is included in Fiscal Year 2010-2011 Capital Improvements Project Budget and will be financed by Measure "A" (Fund 125). This fund is specifically allocated for transportation-related projects. There is no impact to the General Fund. There is approximately $1,570,000 available in the Street Improvement Program (SIP) accounts (125.85523 and 125.66730). Additional appropriation of $430,000 is requested to account for the additional $322,000 in federal funding and the accompany City local funding match amount of $108,000.

The HMGP funding will provide reimbursement up to $1,500,000 in federal funds for the project (75% of project's cost). In accordance with HMGP Funding requirements, the City must to provide $500,000 (or 25% of project's cost) in cash or in-lieu contribution as local match. FEMA will recognize any right-of-way dedication, utility paid relocation costs, etc. as in-lieu cash contribution to the project as local match. This project requires storm drain easement dedications that may have a total value estimated from $150,000 to $250,000 thus reducing the cash outlay if the easement dedications are obtained at no cost.

AVAILABLE FUNDS IN STREET IMPROVEMENT PROGRAM (SIP) ACCOUNTS:

Existing HMGP Funding Appropriation (Account 125.66730)	$1,178,000
Additional Appropriation to HMGP Funding	$ 322,000
Existing Local Match Appropriation, Measure "A" (Account 125.85523)	$ 392,000
Additional Appropriation to Local Match	$ 108,000
Total	$2,000,000

ESTIMATED PROJECT RELATED COSTS:

Design	$ 172,000
Storm drain easements, environmental clearances and permits	$ 250,000
Construction	$1,100,000
Construction Geotechnical Services and Survey Services	$ 70,000
Project Administration and Inspection	$ 90,000
Total	$1,682,000

ANTICIPATED PROJECT SCHEDULE:

Design, Environmental Clearances and Permits	Complete by January 2012
Award Construction Contract	April 2012
Construction	May 2012 to April 2013

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC SAFETY:
Provide a safe and secure environment for people and property I the community, control the number and severity of fire and hazardous materials incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This project provides storm drain and street improvements that would help to mitigate flooding hazards and improve the neighborhood in the southeast area of Alessandro Boulevard and Redlands Boulevard. The City Council is requested to accept the additional grant award and approve the agreement for design professional consultant services with DMC Design Group.

ATTACHMENTS

Attachment "A" – Location Map
Attachment "B" – Agreement with DMC Design Group

Prepared By:
Quang Nguyen, P.E.
Senior Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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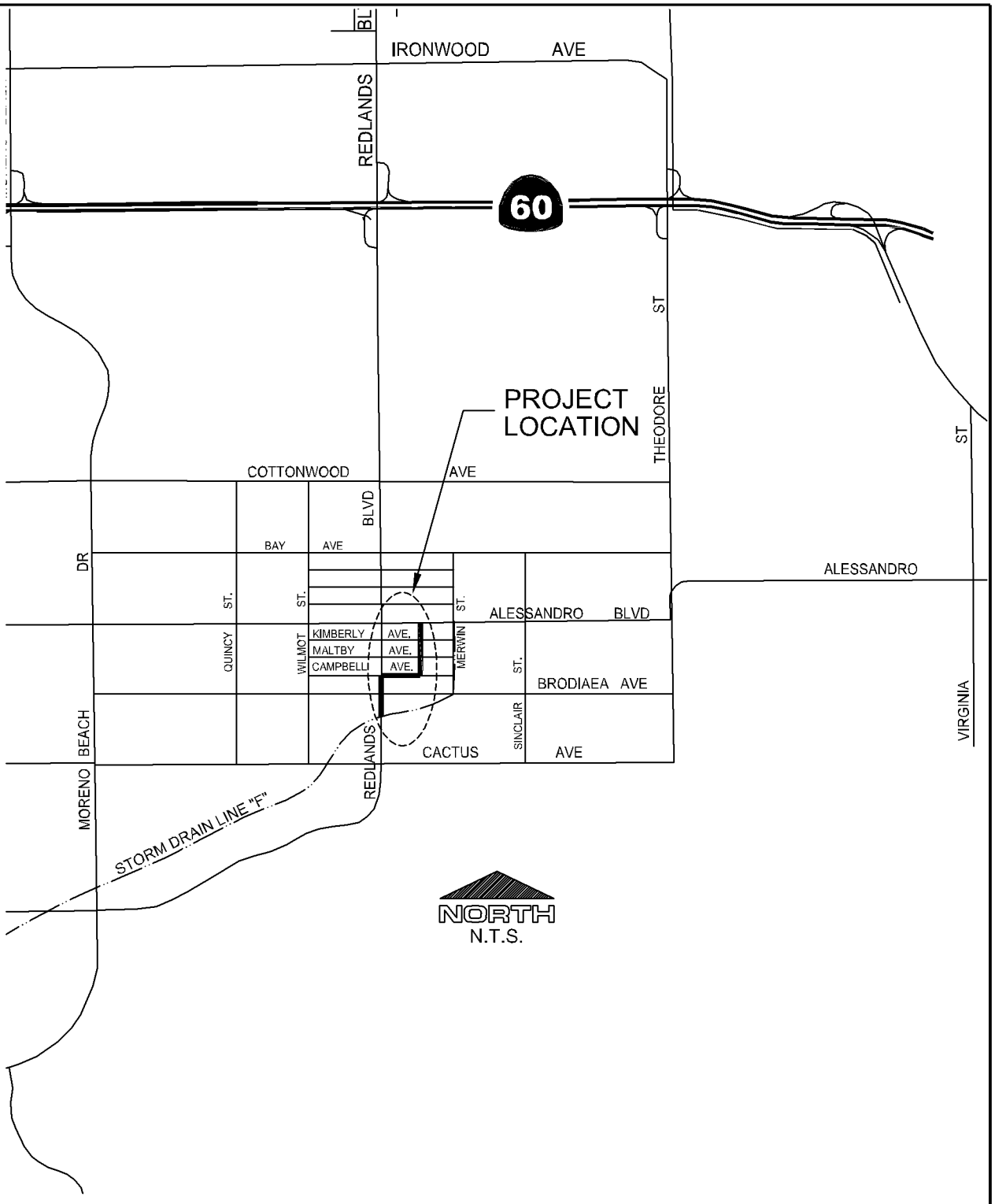

LOCATION MAP

Public Works Department
Capital Projects Division

ATTACHMENT "A"

STORM DRAIN BETWEEN ALESSANDRO BOULEVARD AND DRAINAGE FACILITY LINE "F"
FEMA PROJECT NO. HMGP 1731-47-49R

CIP PROJECT NO. 11-12566730

Item No. A.7

MV00198825

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MV00198826

AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES PROJECT NO. 11-12566730

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and DMC Design Group, a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

DESCRIPTION OF PROJECT

1. The Project is described as professional consultant design services for:

Attachment "B"

AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES PROJECT NO. 11-12566730

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and DMC Design Group, a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

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WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

DESCRIPTION OF PROJECT

1. The Project is described as professional consultant design services for:

Storm Drain Improvements in Moreno Townsite Area between Alessandro Boulevard and Drainage Facility F

Project No. 11-12566730

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $ 247,786.00 in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on **May 31, 2013** unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the design/construction schedule as stated in the Notice to Proceed.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10 (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

12. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with all applicable federal, state, and local laws in the performance of work under this Agreement.

15. (a) To the maximum extent allowable by law, the Consultant agrees to indemnify, defend, and save the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the

negligence or willful misconduct of the City, RDA and CDS, their officers, agents or employees.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any

act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such General Liability Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

	General Liability
Bodily Injury	$1,000,000 per occurrence
Property Damage	$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment

operated on City premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, RDA and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) The City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees, and agents shall be named as additional insured on all policies of insurance except errors and omissions and worker's compensation.

(h) A Certificate of Insurance and appropriate additional insured endorsement evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(i) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District,

their officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Community Redevelopment Agency, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy."

(j) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(k) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to

ensure that applicants are legally employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his/her designated representative, immediately upon request in both hard copy and electronic format, all documents, drawings, models, presentation materials, renderings, calculations, specifications, permits and permit-related documents, surveys, materials tests, geotechnical reports, etc., if available, developed to date for the City's project and any other City-provided documents, which shall become the property of the City. The Consultant may retain for its files, at its expense, copies of any and all materials, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings at all times and during all phases of the project. The City reserves the right to ask for a hard copy and/or an electronic copy of the documents developed to date at any time during the period of this agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any, for professional services related to the City's project.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents

prepared or provided by the Consultant under this Agreement, if used by the City on other projects without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without cause on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination.

(b) Upon notice of termination, the Consultant shall deliver to the Public Works Director/City Engineer of the City or his/her designated representative, in both hard copy and electronic format, all documents, drawings, models, presentation materials, renderings, calculations, specifications, permits and permit-related documents, surveys, materials tests, geotechnical reports, etc., if available, developed to date for the City's project and any other City-provided documents, which shall become the property of the City. The Consultant may retain for its files, at its expense, copies of any and all materials, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of

all project-related documents and drawings, regardless of the completeness of said documents.

(c) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any, for professional services related to the City's project.

(d) The City agrees to hold the Consultant harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant. Consultant acknowledges that Consultant work product produced under this Agreement may be public record under State law.

(e) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters

regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

25. The City and the Consultant agree that, to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

27. Subject to the provisions of Section 19 (a) above, all plans, drawings, specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon demand by the City, be delivered to and become the property of the City for the limited use as set out above, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

SIGNATURE PAGE FOLLOWS

AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 11-12566730

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
City Manager

_____
Date

DMC Design Group

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

INTERNAL USE ONLY

ATTEST:

_____
City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer
(if contract exceeds $15,000)

_____
Date

Attachments: Exhibit "A" – City's Request for Proposal
Exhibit "B" – Consultant's Proposal
Exhibit "C" – City's Responsibility
Exhibit "D" – Terms of Payment

REQUEST FOR PROPOSAL
FOR PROFESSIONAL CONSULTANT SERVICES FOR
STORM DRAIN AND STREET IMPROVEMENTS IN
MORENO TOWNSITE AREA BETWEEN
ALESSANDRO BOULEVARD AND DRAINAGE FACILITY LINE F
PROJECT NO. 11-12566730

I. INVITATION

You are hereby invited to submit **one proposal** for Professional Consultant Design Services for storm drain improvements for Moreno Townsite area, southeast of Alessandro Boulevard and Redlands Boulevard, between Alessandra Boulevard and drainage facility Line F in the City of Moreno Valley.

Three (3) copies of your proposal (one of the copies will be unbound and paper clipped, with no tabs, holes, perforations, or cardboard inserts, suitable for copying with an automatic-feed copy machine) shall be submitted no later than **4:00 p.m., February 10, 2011**, addressed to City of Moreno Valley, Capital Projects Division, 14177 Frederick Street (hand delivery), P.O. Box 88005, Moreno Valley, California 92552-0805 (mail delivery), Attention: Quang Nguyen, Senior Engineer, P.E.

II. PROJECT DESCRIPTION

This project will construct a storm drain in the middle of an existing tract bounded by Alessandro Boulevard, Campbell Avenue, Redlands Boulevard, and Merwin Street. The proposed storm drain will run from Alessandro Boulevard to Campbell Avenue, then west along Campbell Avenue to Redlands Boulevard, then south along Redlands Boulevard and discharge to existing open channel Line F at southwest corner of Redlands Boulevard and Brodiea Avenue. The project also includes various related street improvements including landscape/ hardscape restorations, trench and pavement restorations, storm drain easement acquisitions, coordination with residents, utility companies, and various agencies to obtain environmental clearances and any required permits.

III. PROJECT BUDGET AND SCHEDULE

The City of Moreno Valley received federal Hazard Mitigation Grant Program (HMGP) funding and uses Measure "A" funds as local match for the design and construction of this project. Due the limited available federal funds, the actual grant award amount the City receives is less than the amount originally requested in the grant application. As a result, the project's scope of work will be kept at a minimal level, and the available budget to cover consultant design costs is limited to less than $180,000.

The City's tentative schedule:

Proposals Due	February 10, 2011
Proposals Reviews and Design Contract Award....	February – March 2011
Notice to Proceed for Design	April 2011
Complete Design.....	January 2012
Complete Construction.....	December 2012

Exhibit "A"

IV. SCOPE OF ENGINEERING SERVICES

A. General

The Professional Consultant Design services will be for hydrology and hydraulic analysis of proposed storm drain to determine adequacy to receive storm water from the Moreno Townsite area, including related laterals, inlets, and tie-in to existing open channel Line F at southwest quadrant of Redlands Boulevard and Brodiaea Avenue; landscape and hardscape restorations; trench restoration/street pavement restorations or resurfacing; environmental evaluation and technical studies associated with proposed storm drain and any effects on existing down stream open channel Line F; coordination with Riverside County Flood Control & Water Conservation District (RCFC & WCD); geotechnical, hazardous material, and flood plain analyses; required permits; right-of-way research and storm drain easements acquisitions; and design of the storm drain system. The design of storm drain shall conform to RCFC & WCD requirements and result in minimal effects on the downstream channels and basins.

In general, the professional consulting services to be furnished for this project will include but not be limited to: environmental documents; hydrology and hydraulic report for storm drain design; survey including the tie-out of existing survey monuments and property corners; geotechnical investigations and report; potholing of underground facilities; determination of storm drain easement needs; preparation of legal descriptions and plats and easement acquisitions documents; facilitating all meetings including the recording and distribution of all meeting minutes; coordination with utility companies for the relocation of their facilities which conflict with the proposed improvements; performing research as needed; preparation of Plans, Specifications, and Estimate (PS&E) to include storm drain plan, landscape and street restorations/improvements plan, traffic control plan, detour plan, striping and signing plan, storm water pollution prevention plan; preparation of detailed estimate of quantities and cost estimate; preparation of permit applications; review of the project site to ensure Plans are complete and accurate; attend the preconstruction meeting; answering all questions regarding the design and providing construction support; preparation of as-built drawings; and submitting GASB 34 documentation.

B. Environmental

The Consultant shall highlight environmental concerns, and complete the City's "Public Projects Environmental Information Form" (CEQA questionnaire) with comments and pictures before completing the 35% design. The City's Community Development Department, Planning Division will make the environmental determination.

If required, the Consultant shall perform environmental studies; prepare environmental technical reports and studies including Air Quality Technical Report, Noise Technical Report Biological Technical Study and Cultural Resources Technical Study; determine potential environmental constraints that could influence cost or schedule; prepare environmental applications for permits and assist the City of obtain environmental clearances.

C. Surveying

The Consultant shall perform all surveys necessary for the hydrology and hydraulic analysis and design of the project. The Consultant shall provide survey cross-sections at fifty feet

(50') on center along the proposed storm drain alignment and laterals. Topography shall include all features and elevations within the project's limits or outside project's limits if necessary to obtain adequate information pertaining to existing drainage patterns, flow directions, and sump areas. The layout the proposed storm drain will be similar to that of storm drain layout as included in the HMGP grant application, which is available for review at the City. The Consultant may request an electronic copy of the HMGP grant application by contacting Capital Projects at (951) 413-3130. The Consultant shall also provide survey of the existing storm drain channel Line F to obtain elevations necessary for proposed improvements tie-in.

The survey topography shall be submitted on Compact Disk (CD) and a hard copy plot provided using AutoCAD Land Development or compatible software approved by the City. Survey points with coordinates, elevations, and description key shall be AutoCAD Land Development Standard Survey Descriptions only, no other survey description will be allowed.

D. Pothole

The Consultant shall pothole all underground utilities to determine the depth for clearance or conflicts for any underground improvements such as gas lines, telephone lines, electrical lines, sewer lines, water lines, storm drain lines, etc. In addition to potholing the sewer and water mainlines, the Consultant shall pothole water and sewer laterals that might be affected by the construction of the proposed storm drain. The potholing information shall be submitted to the City after completion of that task. If an area of possible conflict was not potholed, the Consultant shall pothole the area to verify no conflicts, at **no** cost to the City.

It will be the responsibility of the Consultant to notify Underground Service Alert and provide traffic control for the potholing work.

E. Geotechnical

The Consultant shall perform borings in the storm drain alignment and take sufficient material samples to determine existing subgrade characteristics and conditions necessary for storm drain shoring design and trench backfill recommendations. The Consultant shall prepare and submit a geotechnical report which shall include boring and test results and recommendations on trench bedding and backfill. If the moisture content of existing ground and subgrade is above optimum moisture content then the Consultant shall give recommendations on stabilizing the subgrade in preparation for trench backfill section or placement of the pavement structural section. If the report does not give sufficient information, it shall be returned and corrected at no expense to the City. It will be the responsibility of the Consultant to notify Underground Service Alert and provide traffic control as required for the geotechnical exploration work.

F. Storm Drain Easements

This project will require the acquisition permanent easements for the proposed storm drain as it runs through private properties. The project also requires acquisition of temporary construction easements. The Consultant shall take the lead, coordinate, manage, and be responsible for obtaining all necessary easements within the project timeline. It is the City's intent to expedite the acquisition of easement process and have it completed early in the

design stage. The Consultant shall identify storm drain easement requirements and prepare legal descriptions, plats, and maps for submittal to the City for permanent easements. It is anticipated that approximately twelve (12) easements are to be obtained for this project. The Consultant shall prepare all documents required for temporary construction easements and have the documents executed by the affected property owners. This function must be completed at least thirty (30) days prior to finalizing Plans and Specifications for bidding purposes.

G. Meetings

The Consultant shall schedule and attend meetings as follows:

a. Kickoff meeting including subconsultants.
b. 35% design meeting
c. Coordination meetings with residents as required
d. Other meetings as necessary such as, but not limited to RCFC & WCD, other agencies, field reviews, utilities, and meetings with individuals.

The Consultant shall facilitate all meetings and prepare meeting agendas and minutes for all meetings. The minutes shall be distributed to all attendees, everyone who was invited, those who would be affected by non-attendance, and the City's project manager within five (5) working days after the meeting. The minutes shall include, but not be limited to, list of attendees with phone numbers and e-mail, synopsis of discussion items, any pertinent information, action items, and follow-up to the action items.

H. Schedule

The Consultant shall provide a project schedule in Microsoft Project, resulting in a grant chart format (in both digital and hard copy), and the schedule is to meet the above dates. The project schedule shall be updated regularly and submitted to the City Project Manger.

The project schedule shall be divided into tasks and subtasks in full detail including, but are not limited to, City function timeline and other outside sources such as agencies or utilities. Some of the tasks shall be, but are not limited to, planning, right-of-way, design, City Council meetings, utility relocation, advertising, and construction.

I. Research of Records Information

The Consultant shall perform all research of utility company, and other agency records as necessary to secure all the information, clearances, and/or plan review services required to identify, locate, and accurately lay out all underground improvements and easements, centerline, right-of-way, and private property lines.

The City will provide copies of available pertinent City records, such as survey ties, benchmarks, and street Plans that the City knowingly has in its possession.

J. Submittals

a. The Consultant shall submit four (4) sets of bond copies of the preliminary

design drawings with each submittal for checking by the City, along with the previous red lined check prints. The Consultant shall perform quality control on all submittals. The design drawings should be as complete, accurate, and error-free as possible before Plan checking is considered, in order to reduce the number of Plan checks required and related costs therefore to the City and Consultant. The Plans, Specifications, and Estimate must conform to the City of Moreno Valley's standards and practices.

b. The Consultant shall submit three (3) sets of reports, such as geotechnical, hydraulic, and quantity calculations with each submittal for checking by the City, along with the previously checked report.

c. The Consultant shall, at no additional cost to the City, correct errors, omissions, and unworkable and/or improper design/drafting on the original drawings, which are discovered subsequent to the completion of the Plan checking process.

d. The Consultant shall directly submit to **each utility company a preliminary set of Plans that provide the location, elevation of the utility, and the elevation of the improvement with the conflict area clouded to show the utility companies the areas that conflict.** The Consultant shall coordinate with the utilities for planning the relocation of their facilities if required. The City shall supply the Consultant with the required format for the utility notice in a Microsoft Word format.

e. The City shall be provided with a copy of all transmittals, submittals, and letters sent to utilities and agencies regarding the project.

f. Estimates: The estimated items of work with quantities shall be calculated and prepared for this project. The estimated items of work shall be arranged in chronological order of construction and shall contain all the information needed to prepare the Engineer's Estimate of Costs. The engineer's estimate shall be prepared and submitted on the City's estimate form. Computations showing estimated quantities and costs for each location of work, as well as the sum totals, shall be submitted to the City for review. Submission of computations does not relieve the Consultant's responsibility of submitting an accurate estimate of quantities. The Consultant will be required to periodically submit preliminary cost estimates.

K. Questions During Bidding And Pre-Construction Meeting

The Consultant shall answer questions regarding the Technical Provisions, the design drawings or conflicts in the design during the bidding process and pre-construction meeting. The Consultant shall assist the City, at no charge, in preparation of Addenda regarding omissions or conflicts in the design.

L. Construction

a. Questions During Construction: The Consultant shall be available to answer questions regarding the Technical Provisions, the design drawings or conflicts in the design during the construction, and assist the City in issuing Contract

Change Orders regarding omissions or conflicts in the design, at no charge to the City.

b. Preparation of As-Built Drawings: The Consultant shall incorporate all redline comments prepared by the Contractor and project inspector on the signed design Plans. The as-built drawings shall be provided to the City and approved prior to the release of the final progress payment. The Consultant shall attach hanging file tabs to the Mylar as-built drawings. A line item shall be included in the proposal for as-built drawings.

c. GASB 34 Documentation: The Consultant shall submit GASB 34 documentation in the City's format along with the as-built drawings. A line item shall be included in the proposal for GASB 34 documentation.

d. Owner of Original Drawings, Documents And Other Information: The City will be the owner of all original drawings, documents, and digital information. All digital and or computer generated drawings shall be the property of the City and a copy shall be submitted to the City on a CD-RW disk.

V. CONSULTANT'S PROPOSAL AND COMPENSATION

The Consultant's Proposal shall be no more than 20 pages, for each project, excluding a cover letter of up to two pages, dividers, and certificates. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration. The Consultant's Proposal shall include the following:

A. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.

B. A statement that this RFP and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.

C. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."

D. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this RFP.

E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could

contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.

F. A resource allocation matrix *must* be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns. The resource allocation matrix and the project design schedule are required of both the primary consultant, as well as any sub-consultant. In addition, the applicable construction support services consultant must list the type and number or hours of geotechnical tests being proposed, as well as the type and number of hours of inspection or survey work within the Proposal. Failure to do so will result in the Consultant's Proposal being deemed incomplete and it will not receive further consideration. The construction support services Consultant is not required to provide a Project Schedule with milestones.

G. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.

A statement that the Consultant acknowledges and understands that the consultant will not be allowed to change the sub-consultant without written permission from the City.

H. A statement that all charges for Consultant (construction) services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.

I. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.

J. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.

K. A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP. **An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of your Proposal submittal**. All extra work will require prior approval from the City.

L. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

M. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state

or local laws or regulations the strictest shall be adhered to.

N. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.

O. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.

P. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

Q. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

R. Complete Disclosure of Lobbying Activities (Form LLL – see attached)

S. Complete List of subconsultants.

VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES

A. The Consultant shall be required to comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

B. The Consultant is required to submit certified payrolls weekly. This applies to all applicable field personnel working on the project. In accordance with Section 1771.5 (b) (5) of the California Labor Code, the City will withhold payments when the payroll records are delinquent or inadequate.

VII. FEDERAL EMPLOYEE BENEFIT

No member of, or delegate to, the Congress of the United States, and no Resident Commissioner shall be admitted to any share or part of the Agreement to the said project or to any benefit to arise from the same.

The Consultant shall complete and include the "Certification for Contracts, Grants, Loans, and Cooperative Agreements" and "Disclosure of Lobbying Activities" forms with the Proposal.

VIII. PAYMENT TO CONSULTANT

A. This work is to be performed for a "Not-to-Exceed Fixed Fee."

B. The Consultant shall provide a "Payment Schedule" indicating the fee for individual tasks with a "Not-to-Exceed Fixed Fee" which shall be the sum of all tasks.

C. Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.

D. The City will pay the Consultant for work completed as identified in the Payment Schedule.

E. Progress payments shall be based on tasks performed as identified in the Payment Schedule. Monthly invoices will specifically identify job title, person-hours, and costs incurred by each task.

F. Sub-categorization of tasks is permitted to better define the task for payment.

G. Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the "Not-to-Exceed Fixed Fee."

H. All tasks including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage, and delivery shall have supporting documentation presented at the time payment is requested.

I. The City will pay the Consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."

J. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an "Amendment to the Agreement" will be executed between the City and Consultant.

K. Payment will be based on hourly rate for work completed associated with each applicable task as identified in the consultant's proposal.

IX. INSURANCE

A. The Consultant shall provide Errors and Omissions Professional Insurance. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

B. The Consultant shall have Public Liability and Property Damage Insurance in the amounts as follows:

GENERAL LIABILITY		
Bodily Injury	$1,000,000	per occurrence
Property Damage	$ 500,000	per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

C. The Consultant shall have Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment in the amount of not less than $1,000,000.

D. The Consultant shall have Workers' Compensation Insurance in the amounts as will fully comply with the laws of the State of California.

E. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers and employees and agents, under any third party liability policy."

F. Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

G. The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverage's nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the Agency, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amount established.

H. It is the consultant's responsibility to ensure that all subconsultants comply with the following: Each subconsultant that encroaches within the City's right-of-way **and** affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City's Land Development Division. Examples of such subconsultant work include soil sample borings, utility potholing, etc.

The "Application for Encroachment Permit" form (four pages), including "Application for Encroachment Permit Liability Insurance Requirements," is available in the Land Development Division and must be completed and submitted in full to the City Project Manager. It is the Consultant's responsibility to ensure that all subconsultants submit the appropriate encroachment permit and insurance documentation at the same time that the Consultant's insurance documentation is submitted.

X. INDEMNIFICATION

(a) To the maximum extent allowable by law, the Consultant agrees to indemnify, defend, and save the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, RDA, CSD and WRCOG, their officers, agents or employees.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's, CSD's, and WRCOG's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA, CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

XI. TERMINATION FOR CONVENIENCE OF THE CITY

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

XII. INDEPENDENT CONTRACTOR

The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent Contractor. The personnel performing said Surveying Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said work shall be responsible for all employee reports and obligations, including but not necessarily restricted to, social security, income tax withholding, unemployment compensation, and Workers' Compensation.

XIII. CONTRACT

The Contract includes the Agreement for Professional Consultant Services, City's Request for Proposal, Consultant's Proposal, and Exhibits. The Political Reform Act and the City's Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual

basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

XIV. GENERAL CONDITIONS

A. Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this Proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant.

B. The Consultant is responsible for notifying Underground Service Alert and providing proper traffic control, at no additional expense to the City.

C. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).

D. The City reserves the right to reject any or all Proposals submitted. Any Contract awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.

XV. SELECTION CRITERIA

The Consultant may be invited to a selection interview. The Proposals will be rated/ranked according to the following criteria:

A. The Firm's General Experience and Qualification Information (20 points) – Information about the company (and all sub-consultants) including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services.

B. Experience of Key Personnel (40 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with state and federal procedures, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies.

C. Project Approach/Understanding (40 points) – Discussion of major issues identified on the project and how the consultant team plans to address them; the management approach and organization necessary to complete the specific project; and outline quality control measures to ensure delivery of a quality product on time and within budget.

PREPARED FOR:

CITY OF MORENO VALLEY
CAPITAL PROJECTS DIVISION

MORENO VALLEY
WHERE DREAMS SOAR

PROPOSAL:

PROFESSIONAL DESIGN CONSULTANT SERVICES FOR STORM DRAIN IMPROVEMENTS IN MORENO TOWNSITE AREA BETWEEN ALESSANDRO BOULEVARD AND DRAINAGE FACILITY F

PROJECT NO. 11-12566730

FEBRUARY 17, 2011
(REVISED 3/25/2011)

"A total engineered solution"

DMC DESIGN GROUP

140 N. Maple Street, Suite 104
Corona, CA 92880

Phone 951-549-8100
Fax 951-549-8102

Web Site www.dmcdg.com

Item No. A.7

Exhibit "B"

DMC Design Group, Inc.
Maple Centre
140 N. Maple St., Suite 104
Corona, CA 92880

(951) 549-8100 Fax (951) 549-8102

February 17, 2011

Quang Nguyen, P.E.—Senior Engineer
City of Moreno Valley
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805

RE Proposal for Professional Design Consultant Services for Storm Drain Improvements in the Moreno Townsite Area between Alessandro Boulevard and Drainage Facility Line F (Project No. 11-12566730)

Dear Mr. Nguyen:

DMC Design Group, Inc. has assembled a highly skilled and experienced team of professional engineers, managers, surveyors, environmentalists, designers and technicians capable of providing cost-effective professional engineering, drainage design, surveying, environmental support, right-of-way document preparation and other "as-needed" support services required to design and prepare construction documents (plans, specifications and estimates) for the proposed storm drain improvements for the Moreno Townsite Area between Alessandro Boulevard and Drainage Facility Line F (Project No. 11-12566730). In addition to the skills and experience of our Project Team, our Project Team shares a desire to provide high-quality engineering design services for all of its clients, especially the City of Moreno Valley.

In the execution of our assignments, we embrace the following principals of value engineering:

- *Assign a Project Manager and technical support staff that possess superior qualifications directly relevant to the project;*
- *Maintain continuity of our Project Team throughout the life of a project;*
- *Develop strict project specific quality control measures and enforce those measures throughout the life of the project;*
- *Communicate effectively at all levels within our organization, with the City's Project Team and with outside reviewing/permitting agencies;*
- *Coordinate design disciplines, calculations and analysis;*
- *Conduct thorough site investigations to verify all field conditions;*
- *Implement a management approach that ensures the project is completed on schedule and within budget.*

By embracing these principals to assigned projects over the last five (5) years, DMC has completed the designs and prepared PS&E's for public improvement projects for agencies throughout southern California, totaling ***more than $100,000,000 in construction costs with less than 1% in contract change orders***.

David M. Cosper, P.E., Q.S.D. will be responsible for signing all contract documents between the City and DMC, and will be assigned the responsibilities of Project Manager for this project. He is currently the Principal Engineer for DMC, with ***over twenty-eight (28) years of experience*** in designing and preparing PS&E's for municipal improvements, including projects that involve Riverside County Flood Control and Water Conservation (RCFC) storm drain and flood control facilities, and roadway rehabilitation/restoration improvements for the City of Moreno Valley and other cities, counties and special districts throughout southern California. Mr. Cosper has an extensive background working closely with numerous public agencies on storm drain improvement projects, including the cities of Moreno Valley, Calimesa, Norco, Lake Forest and Palm Springs and the RCFC, with an impressive record of successfully identifying and attaining all project objectives quickly and cost-effectively. Mr. Cosper was the Project Manager responsible for following storm drain improvement projects currently being designed or recently completed:

- *Heacock Street Improvement Project – Moreno Valley, CA**
- *Alessandro Boulevard Street Improvement Project – Moreno Valley, CA**
- *Agua Caliente Cultural Museum Roadway/Storm Drain Improvement Project – Palm Springs, CA**
- *Phase 1 Line 21 Storm Drain Improvement Project – Palm Springs, CA**
- *Phase 2 Line 21 Storm Drain Improvement Project – Palm Springs, CA**
- *Visto Chino Road/Sunrise Avenue Intersection Widening Improvement Project – Palm Springs, CA**
- *Hamner Avenue Widening Improvement Project – Norco, CA**
- *Calimesa Boulevard Corridor Improvement Project – Calimesa, CA**
- *Phase II Los Serranos Neighborhood Infrastructure Improvement Project – Chino Hills, CA*
- *Lake Forest Drive Drainage Improvement Project – Lake Forest, CA*
- *Shellenberger Storm Drain Improvement Project – Brawley, CA*

* ***Project required coordination/approval of design/plans by RCFC.***

Other members of our Project Team include:

DMC Design Group, Inc. – Project Management, Mapping and Drainage Design
- Joshua D. Cosper, P.E., P.L.S., Q.S.D.—Project Engineer (12 years)
- Frank A. Artiga, P.E., P.L.S.—Survey Manager (16 years)
- Mike Kirk—Mapping/CADD Manager (22 years)
- Donna A. McConaughy—Utility Coordination (14 years)

Hilltop Geotechnical Services – Geotechnical Investigations
- Donald L. Curran, G.E., P.E.—Geotechnical Manager (38 years)

PMC World – Environmental Clearance
- Danielle Griffith—Environmental Team Leader (10 years)

Overland Pacific & Cutler, Inc. – Easement Acquisitions
- Joey Mendoza, SR/WA—Right-of-Way Manager (14 years)

DMC received Addendum 1 to the RFP on February 9, 2011 and have incorporated its requirements into the attached proposal. We look forward to working with the City of Moreno Valley on this project. Should you have any questions or concerns regarding DMC Design Group's qualifications, do not hesitate to contact us.

Sincerely,
DMC Design Group, Inc.

David M. Cosper, P.E., Q.S.D.
Principal Engineer

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City of Moreno Valley
Capital Projects Division

Proposal:

Professional Design Consultant Services for Storm Drain Improvements in the Moreno Townsite Area Between Alessandro Boulevard and Drainage Facility F
Project No. 11-12566730

February 17, 2011
(Revised 3/25/2011)

MORENO VALLEY
WHERE DREAMS SOAR

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- *Introduction*
- *Project Team*
- *Subconsultants*
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Section Two – Technical Proposal
- *Understanding*
- *Project Management Plan*
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DMC Design Group, Inc. – Project Management, Mapping, Drainage
- *David M. Cosper, P.E., Q.S.D.—Project Manager*
- *Joshua D. Cosper, P.E., P.L.S., Q.S.D.—Project Engineer*
- *Frank A. Artiga, P.E., P.L.S.—Survey Manager*
- *Mike Kirk—Mapping/CADD Manager*
- *Donna A. McConaughy—Utility Coordinator*

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- *Joey Mendoza, SR/WA—Right-of-Way Manager*

- *Disclosure of Lobbying Activities*
- *Certification for Contracts, Grants, Loans, & Cooperative Agreements*
- *List of Subconsultants*

INTRODUCTION

Incorporated in 1999, DMC has since developed a reputation for developing quality concept themes and completing design work on time and within budget for a wide variety of municipal improvement projects involving storm drains, roadway/intersection rehabilitation and widening, parks, parkways and landscape medians, water/sewer main and lateral extensions, and site development improvements for public agencies throughout southern California, including the cities of Moreno Valley, Calimesa, El Centro, Brawley, La Quinta, Palm Desert, Palm Springs, Norco, Temecula and Barstow, the Niguel Shores Community Association, John Wayne Airport, the Fire Access Maintenance District No. 1 of Indian Wells, the Los Angeles Unified School District, the Desert Sands Unified School District, Riverside County Flood Control and Water Conservation District, the San Bernardino Flood Control District, the Los Angeles Flood Control District and the Counties of Riverside, Los Angeles, San Bernardino and Orange. Many of these successful projects were completed under challenging and adverse conditions, requiring a complete understanding of the local agency's design standards, criteria and approval processes. Our expert knowledge of these policies and guidelines proved to be invaluable to producing project requirements on time and within budget. Headquartered in Corona, California, DMC is conveniently located within twenty (20) miles of the City of Moreno Valley, California. From our office location, DMC can effectively provide our design services to the City of Moreno Valley, as we have in the past for Moreno Valley and many other public agencies and special districts throughout southern California.

Mission Statement

As professional civil engineers, surveyors, designers, technicians and managers at DMC, our mission is simple—we want to provide a cost-effective solution that fully meets the City's project objectives on time, within budget and within acceptable and safe design parameters. Simply put, our mission is to provide "***a total engineered solution.***" DMC is especially proud of its significant achievements and strives to maintain this level of quality engineering and design services on all of our projects, regardless of its size or client. DMC's source of pride is based upon the following:

- DMC has extensive experience providing direct support to the staff of our clients in the development of project concept themes, feasibility studies, surveys, base mapping, utility coordination and the designs of complex improvement projects involving constrained schedules, multi-disciplined teams, reviewing boards, commissions, site developers and the general public;
- A core project team of highly skilled and experienced professionals qualified to address all design aspects for storm drain improvements, including coordination with City staff, affected utilities, and adjacent property owners, development of alignment concepts based upon input for project stakeholders, completion of a thorough topographic survey of all culture within the limits of the project, the development of accurate utility and right-of-way base maps, preparation of accurate quantity and cost estimates, the development of thorough technical specifications, and the design and preparation of PS&E's for storm drain improvements;
- A track record of providing quality engineering services and products through a comprehensive and thorough value engineered approach, as can be demonstrated by our list of satisfied clients.

DMC's comprehensive project management system is flexible and can readily be tailored to suit the requirements of this project and the needs of the City. On many assignments, "fast-tracking" has been used to achieve an early start on construction—with resultant savings—while maintaining a high standard of quality and integrity of design.

Capabilities

DMC is capable of providing most professional services in-house due to the multi-disciplinary resources of our staff. We offer complete design survey and PS&E preparation services for:

- Drainage/Flood Control
- Roadway Widening Improvements
- Traffic Signal Installations/Modifications
- Sidewalk/Trail Improvements
- Parks, Parkways and Landscaped Medians
- Wet Utilities (Water/Sewer)
- Site Grading and Paving
- Parking Lots
- Project Specific WQMP's/SWPPP's
- Right-of-Way Mapping
- Utility Notification/Coordination
- Street Lighting

- Striping and Signing
- Traffic Control/Staging
- Structural Retaining Walls
- Utility Overhead to Underground Conversions
- Overhead Utility Distribution Systems
- Underground Utility Installations

PROJECT TEAM

DMC Design Group, Inc. has assembled a core team of individuals and subconsultants with specialized skills and experience necessary to address the professional consultant services required for proposed storm drain improvements in the Moreno Townsite Area, from Alessandro Boulevard to Drainage Facility F in the City of Moreno Valley. Brief biographical sketches follow for the senior staff members to be assigned to this project. Complete resumes for each of the senior staff members can be found in the Appendix.

David M. Cosper, P.E., Q.S.D.—Project Manager

Mr. Cosper will act as the Project Manager for this project. Mr. Cosper has over twenty-eight (28) years of civil engineering experience, twelve (12) years as a Public Works Director/City Engineer for a number of California cities in southern and northern California. He is currently or has been the responsible Project Manager for the following recently completed storm drain improvement projects:

- *Heacock Street Improvement Project (Moreno Valley, CA)*
- *Alessandro Boulevard Street Improvement Project (Moreno Valley, CA)*
- *Agua Caliente Cultural Museum Roadway/Storm Drain Improvement Project (Palm Springs, CA)*
- *Phase 1 Line 21 Storm Drain Improvement Project (Palm Springs, CA)*
- *Phase 2 Line 21 Storm Drain Improvement Project (Palm Springs, CA)*
- *Vista Chino Road/Sunrise Avenue Intersection Improvement Project (Palm Springs, CA)*
- *Hamner Avenue Widening Improvement Project (Norco, CA)*
- *Calimesa Boulevard Corridor Improvement Project (Calimesa, CA)*
- *Lake Forest Drive Drainage Improvement Project (Lake Forest, CA)*
- *Phase II Los Serranos Neighborhood Infrastructure Improvement Project (Chino Hills, CA)*
- *Schellenberger Road Storm Drain Improvement Project (Brawley, CA)*

The unique combination of Mr. Cosper's extensive civil engineering design background, his ability to communicate effectively and clearly with clients and agencies, and his hands-on approach to project development has proven to be extremely effective in successfully completing projects on time and within budget. In this role, he will be responsible for:

- Acting as the City's main point of contact throughout the duration of the project design and construction;
- Working closely with the City Public Works Department Capitol Projects Division staff;
- Directing the day to day activities and progress of the Consultant Team;
- Coordinating review and approvals of concepts and PS&E's through oversight agencies;
- Attending all meetings required to coordinate the environmental clearance and design activities between City staff, Riverside County Flood Control and Water Conservation District, affected utility companies and oversight agencies, and, when necessary, make presentations to various commissions, boards and the general public;
- Providing day-to-day direction in the preparation and processing of environmental documentation and in the design of proposed storm drain improvements, including interpretation of plans and specifications, and coordination with affected utilities, agencies, bidders and contractors throughout the construction of this project.

Ultimately, Mr. Cosper will be responsible for the satisfaction of the City of Moreno Valley and the coordination of all activities of all members of the Project Team, while insuring project quality, schedule and budget compliance.

Joshua D. Cosper, P.E., P.L.S., Q.S.D.—Project Engineer

Mr. Cosper has over twelve (12) years of progressively responsible experience as a Project Engineer, Design Manager, Survey Manager, CADD Manager, Project Lead Designer, CADD operator, field technician and construction inspector for a variety of public works improvement projects involving storm drain facilities and roadway rehabilitation/restoration improvements for cities, counties, school districts and special districts throughout southern California, including the cities of Moreno Valley, Norco, Pomona, Lake Forest, Calimesa, Palm Springs, Brawley, Santa Clarita, Orange and Barstow, the counties of Los Angeles and Orange, the RCFC, the Los Angeles County Flood Control District and the San Bernardino County Flood Control District. Mr. Cosper and his team of CADD designers/draftsmen will be responsible for developing accurate right-of-way documents, base sheets and construction plans for this project, including the coordination of record and field survey data and the development of accurate right-of-way and construction plan sheets for design and construction. Mr. Cosper will identify CADD standards required for this project and will enforce those standards throughout the project's duration.

Frank A. Artiga, P.E., P.L.S.—Survey Manager

Mr. Artiga will be responsible for providing all topographic and boundary surveying and right-of-way mapping needs for this project as the Survey Manager. Mr. Artiga has over sixteen (16) years of experience in all facets of topographic and boundary surveying, base mapping and right-of-way documentation for projects involving rough/precise grading, street improvements and water/sewer/storm drain improvements for public works projects throughout most of southern California.

Mike Kirk—Mapping/CADD Manager

Mr. Kirk has twenty-two (22) years of increasingly responsible computer automated drafting experience, including the development and implementation of overall drafting standards for DMC. He received a teaching credential from California State University, Long Beach in CADD and has used this skill to teach DMC's stable of young CADD operators the correct way to prepare comprehensive plans for municipal improvement projects. Mr. Kirk has been DMC's Mapping/CADD Manager for nearly two (2) years, applying his skills and experience to many projects involving storm drain improvement projects.

Donna A. McConaughy—Utility Coordinator

With over fourteen (14) years of experience as a utility coordinator and technical specification writer for public improvement projects, Ms. McConaughy will be responsible for the utility coordination of this project. As the Utility Coordinator, Ms. McConaughy will work with the Project Engineer to identify all utilities affected by the proposed project improvements and, by utilizing her extensive database of utility contacts, make initial contact with and obtain plans from each of the affected utilities. Ms. McConaughy will ensure all affected utility data are accurately plotted on project plans and will coordinate the utility pothole effort to confirm potential conflicts.

SUBCONSULTANTS

DMC utilizes a team of experienced and highly skilled subconsultants to support its design effort in very specialized areas that require specific expertise and knowledge. DMC's management approach and quality requirements apply equally to its subconsultants. This approach strengthens the bind between our firm and its subconsultants, and creates a seamless approach to providing a diverse and well prepared Project Team for this project.

Hilltop Geotechnical, Inc. (HGI) – Geotechnical Investigations

HGI was established in 1992 and is conveniently located in the City of San Bernardino, San Bernardino County. HGI is a full service geotechnical engineering firm providing on-call consulting and investigative, laboratory and field observation services for public agencies and local developers throughout southern California. HGI is known for providing sound geologic and geotechnical recommendations in a variety of geologic environments.

Donald L. Curran, G.E., P.E. will be the Project Manager responsible for providing necessary geotechnical investigation services required for this project. He is a licensed Geotechnical Engineer, with over thirty-seven (37) years of geotechnical engineering, construction materials quality control,

construction testing, and project management experience for public agency and developer-sponsored projects. His experience covers a varied range of improvement projects, including highways, parking lots, bridge structures, airport runways, high-rise buildings, commercial, industrial and large residential developments.

PMC World (PMC) – Environmental Clearance

PMC was established in 1995 with a mission to provide planning, environmental and municipal services to public agencies, special districts and public-oriented organizations. Since 1995, it has provided service to more than two hundred and fifty (250) cities, counties, and special districts throughout California. Headquartered in San Diego, CA, PMC has grown steadily to a firm consisting of over one hundred and eighty (180) employees working out of nine (9) offices in California and the Pacific-Northwest. Environmental planning, project management and lead agency compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) are some of the primary municipal services provided by PMC.

Danielle Griffith will be the Team Manager responsible for providing necessary environmental clearance and planning services required for this project. Ms. Griffith has over ten (10) years of progressively responsible experience in land planning, environmental planning and analysis. She has experience in developing long and short term plans for land use, growth and revitalization of urban, suburban, and rural communities, and has written and reviewed a variety of environmental planning documents, including numerous technical reports for public improvement projects throughout much of southern California, including the counties of Riverside, Imperial, Sonoma, and San Diego, the cities of Hemet, Moreno Valley, Laguna Beach, Wildomar, Menifee, Placentia, and the Port of San Diego. Ms. Griffith has worked for both public agencies and private companies.

Overland Pacific & Cutler, Inc.

Overland Pacific & Cutler's (OPC's) reputation for success is the result of more than twenty (20) years of proven, professional real estate consulting, founded on a comprehensive, client-focused team approach. The firm's diverse, multilingual staff consists of full-time salaried employees who have undertaken nearly every type of real estate based consulting project. OPC's solid employee base gives the firm the ability to offer unrivaled client service and expertise, resulting in projects that are executed with expediency and accuracy. OPC values its professional team and empowers them with the training and support they need to deliver superior results. OPC has the experience, desire, and capability to provide clients with the most complete and professional right-of-way consulting services available. The firm's extensive land acquisition experience provides its clients a wealth of knowledge gained from assisting some of the largest public agencies, pipeline companies, and telecommunications companies in the country. OPC has the expertise to creatively provide solutions to landowner and municipality concerns and obtain the requisite property rights and permits. OPC prides itself on working closely with its clients and being responsive to their needs. By identifying each project's unique and particular needs and objectives, OPC provides its clients with professionally completed projects while reducing project time frames, staffing requirements and ultimately, costs.

Joey Mendoza, SR/WA – Right-of-Way Manager

Working in the right-of-way profession since 1987, Mr. Mendoza has served as project manager and principal negotiator on hundreds of projects including redevelopment, school construction, water facilities, road improvement, public and private utilities, telecommunications, private developments, cost estimates, permitting and land dispositions. His ability to meet project challenges is the result of his extensive resources and knowledge of federal, state and local acquisition, relocation, environmental and redevelopment law and the condemnation process. His areas of expertise include overall project management, budgeting, and project cost estimates, part- and full-take acquisitions, commercial, residential and industrial relocation assistance projects, eminent domain support, and appraisal review.

Professional Design Consultant Services
Storm Drain Improvements In Moreno Valley Townsite Area
Between Alessandro Boulevard and Drainage Facility F
Project No. 11-12566730

City of Moreno Valley
Public Works Department
Capital Project Division

Project Management

David M. Cosper, P.E., Q.S.D.
Project Manager
DMC Design Group, Inc.

Utility Coordination/Administration

Donna A. McConaughy
Utility/Administration Manager
DMC Design Group, Inc.

Joanna Cosper – Technician

Environmental Clearance Support

Danielle Griffith
Environmental Team Leader
PMC World, Inc.

Easement Acquisitions

Joey Mendoza, SR/WA
Right-of-Way Manager
Overland, Pacific and Cutler

Storm Drain Designs

Joshua Cosper, P.E., P.L.S., Q.S.D.
Project Engineer
DMC Design Group, Inc.

Topographic Survey/Mapping

Frank A. Artiga, P.E., P. L.S.
Survey Manager
DMC Design Group, Inc.

Geotechnical Investigations

Donald L. Curran, G.E., P.E.
Geotechnical Manager
Hilltop Geotechnical Services

Design
Dennis Jackson, P.E. – Drainage Engineer
J.T. Stanton, P.E. – Roadway Engineer
Iraj Nasrolahi, P.E. – Electrical Engineer
Doug Seymour – Design Manager
Brian Henwood – Lead Designer

Document Preparation
Mike Kirk – CADD Manager
Emmy Maruta – Designer
Jeffrey Cosper – CADD Designer
Brandon Anderson – CADD Operator
Kevin Schanz – Technician

Organizational Chart

DMC Design Group, Inc.

EXPERIENCE/REFERENCES

We encourage contacting the clients from the following list of projects recently completed by DMC that are similar to the proposed storm drain improvements in the Moreno Townsite Area:

1. Heacock Street Improvement Project (Moreno Valley, CA)

Contact:
Prem Kumar
Deputy Public Works Director
Moreno Valley Public Works Department
14177 Frederick Street
Moreno Valley, CA 92552-0805
(951) 413-3130

Responsible for the design and preparation of ultimate and phased roadway widening improvements (two (2) lanes to six (6) lanes) to a 2.75 mile segment of Heacock Street, from Cactus Avenue to San Michele Road. The proposed widening improvements necessitated 1,500 feet of 24" to 36" diameter RCP storm drain, five (5) new catch basins and supporting laterals, and modifications to three (3) existing catch basins and laterals. This project also required close coordination with Riverside County Flood Control and Water Conservation District and the Army Corps of Engineers in the development of final improvements proposed for the Heacock Street Drainage Channel immediately adjacent to the westerly side of Heacock Street.

2. Alessandro Boulevard Street Improvement Project (Moreno Valley, CA)

Contact:
Prem Kumar
Deputy Public Works Director
Moreno Valley Public Works Department
14177 Frederick Street
Moreno Valley, CA 92552-0805
(951) 413-3130

Responsible for the design and preparation of preliminary PS&E's for 2,300 feet of 24" to 42" diameter RCP storm drain improvements to a portion of Alessandro Boulevard, from Day Street to Old 215 Frontage Road in the City of Moreno Valley. This project required the preparation of a comprehensive drainage study and coordination with the Riverside County Flood Control District to convey the storm waters to existing RCFC master planned facilities north of Alessandro Boulevard. The proposed improvements were designed such that the improvements could be built in phases to match funding as it becomes available. DMC work closely with the City's Street Maintenance Division to develop an east to maintain and effective low flow devise at the temporary terminus of the storm drain.

3. Agua Caliente Cultural Museum Roadway and Storm Drain Improvement Project (Palm Springs, CA)

Contact:
Marcus Fuller, P.E., P.L.S.
Assistant City Engineer/Public Works Director
Palm Springs Public Works Department
3200 E. Tahquitz Canyon
Palm Springs, CA 92262
(760) 323-8253 Ext. 8744

Responsible for CEQA/NEPA environmental clearance, design and the preparation of PS&E's for arterial roadway widening/rehabilitation and storm drain improvements to a 1,350-foot segment of Hermosa Drive, from Tahquitz Canyon Way to the Baristo Channel, a Riverside County Flood Control (RCFC) maintained facility, in the City of Palm Springs. The storm drain improvements involved the extension of RCFC's Palm Springs Line 9 of the Master Plan Drainage for Palm Springs and connection to the Baristo Channel. Because of the federal funding involved with the project, DMC was responsible for obtaining a CEQA/NEPA environmental clearance on the project. This project also required the preparation of a comprehensive drainage study and coordination with the Riverside County Flood Control District to convey the storm waters to existing RCFC master planned facilities (Baristo Channel).

4. Line 21/Line 22 Storm Drain Improvement Project – Phases 1 and 2 (Palm Springs, CA)

Contact:
Marcus Fuller, P.E., P.L.S.
Assistant City Engineer/Public Works Director
Palm Springs Public Works Department
3200 E. Tahquitz Canyon
Palm Springs, CA 92262
(760) 323-8253 Ext. 8744

Responsible for the design and preparation of PS&E's, including hydraulic studies and concept development, preparation of right-of-way documents, utility potholing, and extensive coordination with affected utilities and Riverside County Flood Control and Water Conservation District for design approval of the following storm drain improvements to Master Plan Drainage Facilities for Palm Springs:

Line 21 (Phase 1) – 800 feet of 30" to 48" diameter RCP
Line 21 (Phase 2) – 2,600 feet of 60" to 72" diameter RCP
Line 22 (Phase 1) – 2,200 feet of 24" to 66" diameter RCP
Line 22 (Phase 2) – 2,200 feet of 66" to 84" diameter RCP

5. Vista Chino Road and Sunrise Avenue Intersection Widening Improvement Project (Palm Springs, CA)

Contact:
Marcus Fuller, P.E., P.L.S.
Assistant City Engineer/Public Works Director
Palm Springs Public Works Department
3200 E. Tahquitz Canyon
Palm Springs, CA 92262
(760) 323-8253 Ext. 8744

Responsible for the design and preparation of PS&E's, including the preparation of two (2) Caltrans design exception documents required for roadway widening improvements to a 750-foot portion of Vista Chino Road (State Route 111) and a 500-foot segment of Sunrise Way, traffic signal modifications necessary to accommodate the addition of one (1) thru lane and storm drain improvements to the east bound lanes of Vista Chino Road. The storm drain improvements required Riverside County Flood Control and Water Conservation District approval.

6. Hamner Avenue Widening Improvement Project (Norco, CA)

Contact:
Dominic Milano, P.E.
City Engineer
Public Works Department – Design
2870 Clark Avenue
Norco, CA 92860-0428
(951) 270-5622

DMC designed and prepared PS&E's for the construction of ultimate urban arterial roadway and storm drain improvements to a 3,600-foot segment of Hamner Avenue immediately adjacent to the proposed development. DMC was required to prepare a comprehensive drainage report required for the extension of an existing 72" diameter RCP storm drain, the construction of a retention basin and approximately 1,000 lf of localized drainage system improvements, ranging in size from 18" diameter RCP laterals to 36" diameter storm drains.

7. Calimesa Boulevard Corridor Improvement Project (Calimesa, CA)

Contact:
Gus Romo
Community Services Director
City of Calimesa
Community Services Department
908 Park Avenue
Calimesa, CA 92320
(909) 795-9801 Ext. 229

DMC designed and prepared PS&E's for landscaped median, roadway, traffic calming and storm drain improvements to 7,500 foot segment of Calimesa Boulevard. DMC responsible for the preparation of a comprehensive drainage study, design and preparation of storm drain improvements, including 2,100 lf of 18" to 60" diameter RCP drain pipe, twelve (12) junction/manhole structures and thirty (30) catch basins/inlet structures.

8. Phase II Los Serranos Neighborhood Infrastructure Improvement Project (Chino Hills, CA)

Contact:
Anne Dutrey
Engineering Support Services Manager
Public Works Department
1400 City Center Drive
Chino, CA 91709
(909) 364-2760

Responsible for the preparation of alternative alignment studies, hydrology/hydraulic studies, design and preparation of PS&E's for roadway widening and storm drain improvements for 14,500 feet of neighborhood roads, including pavement rehabilitation, curbs, gutters, sidewalks, access ramps, street lights and storm drains in the Los Serranos neighborhood of Chino Hills. The storm drain improvements included 5,000 lf of 18" to 42" diameter RCP drain pipe, forty-three (43) junction/manhole structures, twenty-five (25) catch basins/inlet structures, 270 lf of 24" x 60" concrete box culvert and 330 lf of graded open channel.

9. Lake Forest Drive Drainage Improvement Project (Lake Forest, CA)

Contact:
Robert Woodings, P.E.
City Engineer
Public Works Department
25550 Commercentre Drive, Suite 100
Lake Forest, CA 92630
(949) 461-3480

Completed a thorough topographic survey of the intersection and a 1,000-foot segment of Lake Forest Drive east of Overlake Drive and identified proper locations for new and replacement median/curb drainage inlets. DMC completed a comprehensive drainage report used to size inlet and lateral facilities. Upon approval of DMC's recommendation to install and/or replace existing inlets, DMC was authorized to design and prepare final PS&E's of the proposed improvements.

10. Shellenberger Storm Drain Improvement Project (Brawley, CA)

Contact:
Yazmin Arellano, Public Works Director
Brawley Public Works Department
180 S. Western Avenue
Brawley, CA 92227
(760) 344-5800

Responsible for the design and preparation of PS&E's for approximately 1.5 miles of 36" to 48" diameter RCP storm drain improvements in the City of Brawley. Project required close coordination with the Public Works and Community Services Divisions of the City of Brawley. This project also required close coordination with Imperial County, the State of California (CDBG Funding Oversight) and the Imperial Irrigation District.

Experience Summary Matrix

Recently Completed Projects	Environmental Clearance	Drainage Studies	Geotechnical Studies	Right-of-Way Documents	[illegible]	[illegible]	Storm Drain Design/PS&E	Roadway Design/PS&E	Landscape Design/PS&E
Heacock Street Improvement Project *Moreno Valley, CA (2008)* - Project Manager – David M. Cosper, P.E., Q.S.D. - Project Engineer – Joshua D. Cosper, P.E., P.L.S., Q.S.D.	X	X	X	X	X	X	X	X	
Alessandro Boulevard Street Improvement Project *Moreno Valley, CA (2008)* - Project Manager – David M. Cosper, P.E., Q.S.D. - Project Engineer – Joshua D. Cosper, P.E., P.L.S., Q.S.D.	X	X	X			X	X	X	X
Agua Caliente Cultural Museum Roadway/Storm Drain Project *Palm Springs, CA (2011)* - Project Manager – David M. Cosper, P.E., Q.S.D. - Project Engineer – Joshua D. Cosper, P.E., P.L.S., Q.S.D.	X	X		X	X	X	X	X	
Line 21/Line 22 Storm Drain Improvement Project (Ph. 1 & 2) *Palm Springs, CA (2006)* - Project Manager – David M. Cosper, P.E., Q.S.D. - Project Engineer – Joshua D. Cosper, P.E., P.L.S., Q.S.D.		X	X	X	X	X	X	X	X
Vista Chino Road/Sunrise Avenue Improvement Project *Palm Springs, CA (2007)* - Project Manager – David M. Cosper, P.E., Q.S.D. - Project Engineer – Joshua D. Cosper, P.E., P.L.S., Q.S.D.		X	X	X	X	X	X	X	X
Hamner Avenue Widening Improvement Project *Norco, CA (2011)* - Project Manager – David M. Cosper, P.E., Q.S.D. - Project Engineer – Joshua D. Cosper, P.E., P.L.S., Q.S.D.		X	X	X	X	X	X	X	
Calimesa Boulevard Corridor Improvement Project *Calimesa, CA (2010)* - Project Manager – David M. Cosper, P.E., Q.S.D. - Project Engineer – Joshua D. Cosper, P.E., P.L.S., Q.S.D.		X	X			X	X	X	X
Ph. II Los Serranos Neighborhood Infrastructure Imp. Project *Chino Hills, CA (2010)* - Project Manager – David M. Cosper, P.E., Q.S.D. - Project Engineer – Joshua D. Cosper, P.E., P.L.S., Q.S.D.		X			X		X	X	
Lake Forest Drive Drainage Improvement Project *Lake Forest, CA (2009)* - Project Manager – David M. Cosper, P.E., Q.S.D. - Project Engineer – Joshua D. Cosper, P.E., P.L.S., Q.S.D.		X			X		X	X	
Shellenberger Storm Drain Improvement Project *Brawley, CA (2004)* - Project Manager – David M. Cosper, P.E., Q.S.D. - Designer – Joshua D. Cosper, P.E., P.L.S., Q.S.D.		X			X		X		

UNDERSTANDING

Our Project Team has thoroughly reviewed the City of Moreno Valley's ***Request for Proposal for Professional Design Consultant Services For Storm Drain Improvements In Moreno Townsite Area Between Alessandro Boulevard and Drainage Facility Line F, Project No. 11-12566730.*** Members of our Project Team conducted numerous site visits of the project site between January 31, 2011 and February 16, 2011. Questions regarding existing improvements and project requirements were discussed with the engineering staffs for the City of Moreno Valley Public Works Department and the Riverside County Flood Control and Water Conservation District. To thoroughly understand the project intent and objectives, DMC obtained a data disk from the City of Moreno Valley with HMGP Grant Application data of the project and distributed this information to members of our Project Team. Specifically, DMC studied the following documents on the disk:

- Project Location Map
- Aerial Photo/Existing Conditions
- 2-Foot Contour Map
- Riverside County Assessor Maps
- 2/12/92 Storm Reports Moreno Valley Area
- Preliminary Engineering Construction Plans
- As-Built Plans of Existing Culvert in Redlands Blvd
- Hydrology Study and Hydrology Map
- Detailed Work Schedule
- Cost Breakdown and Explanations

Based upon this review, it is our understanding the City of Moreno Valley received federal Hazard Mitigation Grant Program (HMGP) funding for proposed storm drain improvements within a single family residential development, southward to an existing open channel (Drainage Facility Line "F") located immediately adjacent to the residential development. The proposed storm drain improvements will replace existing undersized surface drainage facilities and will include the following improvements:

- 2,300 feet of RCB
- 3,500 feet of 24" diameter RCP;
- 15 catch basins and 1 grated inlet structure;
- 9 Junction/Manhole Structures;
- Miscellaneous Landscape/Hardscape/Street Restoration Improvements.

The design of the proposed storm drain improvements will address the following impacts:

Hydraulic/Hydrology – Although a drainage study has already been prepared for this project, it is necessary to confirm the original parameters of the study and update the drainage study to reflect current conditions. Specifically, DMC intends to confirm the amount of flows entering the project area from the drainage basin north of Alessandro Boulevard. The current study shows these flows concentrated on Alessandro Boulevard midway between Redlands Boulevard and Merwin Street; however, based upon discussions with City staff and a review of contour maps for this area, the flow is actually split, with part of its flow directed eastward to Merwin Street and the remaining amount to Redlands Boulevard, where the flows are carried across Alessandro Boulevard and enter the development further south than Alessandro Boulevard. If this is actually the case, the flows entering the proposed storm drain on Alessandro Boulevard are much smaller, reducing the size of the reinforced box culvert proposed between Alessandro Boulevard and Kimberly Avenue. This is important to consider because of the reduction in project construction costs and impacts imposed on adjacent homes by the proposed storm drain improvements at this location. The intent of the drainage study is to:

- Reduce project construction costs by reducing the proposed RCB/RCP sizes and/or quantities;
- Reduce project impacts to adjacent residents.

Other issues to be addressed in our drainage study include cost impacts resulting from alternative storm drain alignments (horizontal and vertical), location, size and type of inlet structures, and the development of a continuous hydraulic grade line for use in designing other drainage features and required street improvements.

Storm Drain Concept Alignment Development – Completion of the drainage study is an iterative task involving the development of storm drain alignment concept plans (35% complete plans). As changes are made to the concept plans based upon outside influences, such as conflicts with existing utilities and directional alignment modifications, the drainage study will have to be modified to produce new results and the plans readjusted to match the resulting outcome of the drainage study on the new modified alignment.

Storm Drain Easements – The proposed alignment of storm drain improvements will traverse across twelve (12) privately owned parcels of land. To construct storm drain improvements within these areas will require storm drain easements from underlying property owners. It is estimated that twelve (12) easements will be required. Our approach includes providing full easement acquisition services, including the preparation of appraisal reports (optional), if necessary, preparation of easement documents, including legal descriptions and plat maps, and face to face discussions with property owners to identify potential impacts of the proposed improvements, as necessary, to secure the necessary easements for this project.

Utility Conflicts – In addition to existing water mains, gas distribution/transmission mains, underground electric, telephone and cable TV, and existing storm drain improvements that traverse the proposed alignment of the storm drain improvements, an existing 30" diameter high pressure gas main crosses Redlands Boulevard just south of Brodiaea Avenue. Because of the danger a high pressure gas main poses during construction activities, DMC will pay special attention to this crossing, including as-needed face-to-face coordination with the Gas Company Transmission Division required to accurately locate (horizontally and vertically) the gas main. DMC has, on numerous occasions, worked directly with The Gas Company Transmission Division, as well as other utility agencies, to accurately locate high pressure gas transmission mains for the purpose of accurately designing the proposed storm drain improvements to avoid conflicts with the main.

Landscape/Hardscape/Street Restorations – Much of the proposed F-1 storm drain improvements will be constructed through developed residential lots, where landscape and hardscape improvements, including fences, walls, gates, turf, ground covers, PCC patios, etc. have been constructed and will have to be removed prior to the start of construction. Where the storm drain improvements enter streets, the limits of damage caused by the construction of the storm drain improvements must be identified and restoration improvements incorporated into the final plans. These improvements must be located, mapped and designs prepared to restore or replace the proposed restoration improvements. Numerous field meetings are included in our proposal to meet affected property owners to not only keep them abreast of the proposed improvements, but to address their concerns (legitimate or otherwise) through written responses and/or design modifications.

Trench Stability/Shoring Design – Due to the close proximity of existing residential structures to the limits of storm drain construction, trench stability, trench shoring and trench backfill procedures will get special attention by DMC during the design phase, including a thorough geotechnical investigation of the proposed storm drain alignment and the development of specific design parameters to address these concerns. DMC, through Hilltop Geotechnical, Inc. (HGI), will conduct a thorough and comprehensive geotechnical field investigation of the proposed storm drain alignment and develop design recommendations to be incorporated into our design to minimize construction impacts to adjacent residents and restore the trench to pre-construction conditions.

City Objectives

From our review of the City's RFP and supporting documents, it is our understanding the City is seeking a full-service Engineering Consulting Team capable of providing the following services:

- Project Management support services;

- Environmental documentation, including required technical studies, determine potential environmental constraints, prepare environmental applications for permits and assist the City in obtaining project environmental clearance;
- Comprehensive drainage studies to quantitatively size necessary storm drain facilities and reduce project construction costs;
- Accurate topographic/boundary survey of all culture within the project limits and develop accurate base maps;
- Geotechnical investigations necessary to provide recommendations regarding storm drain trench shoring design and trench backfill material (sand equivalent analysis);
- Right-of-way engineering to identify required storm drain easements (twelve (12) easement maximum) and temporary construction easements, prepare a project right-of-way map and legal documents (legal descriptions and plats) for easement acquisitions, and acquire easements from affected property owners;
- Identify, notify and communicate with all affected utilities the project scope, and, when necessary, effectively resolve utility conflicts prior to start of construction activities, identify potential utility conflicts with proposed storm drain improvements and perform necessary utility potholing activities to confirm conflict;
- Coordinate, as necessary, with Riverside County Flood Control District and Water Conservation District (RCFC) the approval of designs and construction documents of RCFC facilities affected by this project and to secure a Maintenance and Operations Agreement for Line F-1;
- Design/prepare complete and accurate construction documents for proposed storm drain improvements, including plans for demolition, landscape, hardscape and street restorations, traffic control and detours, striping and signing, and SWPPP's, detailed estimates of construction quantities and costs, and project specifications, ready for bid (PS&E's).

PROJECT MANAGEMENT PLAN

DMC Design Group's project approach is based upon a proactive Project Management Plan that originates with our Proposal and is finalized and initiated with the Notice to Proceed. In summary, our Management Plan will communicate to each member of the Project Team the organization and communication procedures, task descriptions and assignments, schedule requirements, cost and resource budgets, project data and design guidelines.

One of the key steps in preparing a useful Management Plan is the development of a detailed Project Work Plan. To develop this plan, a series of interface meetings will take place among the members of the Project Team to clearly identify the multiple activities required to complete this project. These activities will include not only specific project tasks, but also agency review and approval requirements, quality control processes and milestones for deliverables. Assignment of responsibilities for each activity will also be designated, as generally shown on the proposed Organizational Chart for this project. Modifications to the Organizational Chart will be made, as needed, to strengthen the Project Team's ability to meet project needs and identify specific project requirements are identified. In developing this detailed Project Work Plan, many of the potential project constraints are identified, ways to expedite the project are developed, and the avenues of communication among team members are increased at this initial stage of the project.

The ability to clearly communicate information, such as scope, cost, schedules and technical matters, is a vital element of any project. A coordinated effort among the various team members is required to achieve an integrated program that, in turn, is necessary to deliver quality services within strict budgetary and time constraints. Coordination requires effective and frequent communication among Project Team members.

Key to the entire Management Plan and subsequent success of the project is the role of the Project Manager. The Project Manager is responsible for oversight and coordination of all project activities, meshing the technical requirements through a proactive, hands-on management approach. The Project Manager is the sole contact person between DMC and the City, interfacing with all City departments, as well as with outside agencies. The Project Manager will be responsible for project documentation, including scheduling, preparation of agendas and meeting notes, and assignment of action items for meetings between City staff, sub-consultants and other agencies.

QUALITY CONTROL/QUALITY ASSURANCE

Once the final work plan is completed and final Project Team assignments communicated to each Project Team Member, DMC will develop a defined Quality Control (QC) Plan specific to this project. The QC Plan will guide the Project Team in the management and implementation of quality throughout the life of this project, not to merely "check it" at the end of the project. The preparation and implementation of the QC Plan will be integrated into the work plan as a specific task and will be applied continuously and at strategic points in the work process by Project Team Members. The QC Plan will include procedures for both administrative and technical controls, such as project files, routing of correspondence, checking and back checking procedures, design notebooks, check lists, etc.

WORK PLAN

Based upon our current understanding of the project's requirements and needs, our Project Team proposes the following Work Plan for this project:

Task 1 Project Management – The Project Manager will provide the necessary Project Management Services required to ensure the project is completed on time, accurately and within budget, including the following sub-tasks:

Task 1.01 Project Kick-Off Meeting – Prior to the start of this project, the Project Team will meet with key personnel from the City of Moreno Valley to discuss in detail the expectations for the project and procedures to be used by DMC and its Project Team in completing the assignments of this project.

Task 1.02 Project Meetings – The Project Manager will facilitate a number of necessary meetings to:

- Coordinate the City permitting, environmental clearance, right-of-way and utility notification;
- Resolve conflicting design issues;
- Provide project progress updates to key personnel;
- Obtain necessary approvals and reviews by City staff members, Council and Commissions.

Based upon our current understanding of this project, the Project Team anticipates at least the following meeting schedule for the duration of this project:

Meeting Description	No.
• 35% Complete Submittal Meeting	1
• Additional Environmental Clearance/Design Meetings	4
• Utility Coordination	8
• RCFC&WCD	4
• Site Meetings	3
Total Meetings	**20**

For each meeting, agendas will be prepared by the Project Manager and will be provided at the meeting. Action items will be identified and properly assigned to Project Team personnel, staff or other agency personnel deemed most appropriate.

Task 1.03 Monthly Project Progress Summary Report (9) – Upon issuance of a Notice to Proceed by the City, *DMC* will prepare a control-level schedule, using Microsoft Project Schedules v. 4.0, detailing specific delivery dates and meetings. The schedule will be instrumental in providing the City of Moreno Valley staff assurances of project schedule compliance. On a monthly basis, DMC will prepare a Project

Progress Summary Report with an updated schedule of project tasks. The Project Progress Summary Report will summarize task activities completed by the Project Team the previous month, proposed activities schedule for the following month, and ongoing design issues/discussion with project stakeholders. The Project Progress Summary Report will be presented to City digitally by email by the end of the first full week of each month.

Task 2 Research – DMC will perform a thorough and complete research effort of agency records, including those of the City of Moreno Valley and Riverside County Flood Control & Water Conservation District (RCFC&WCD), necessary to secure all information, clearances and/or plan review services required to identify, locate and accurately layout all existing conditions and improvements, easements, centerlines, right-of-way limits, property lines, existing improvements and other ancillary items that may be affected by this project.

Task 3 Topographic/Boundary Surveys – DMC will complete topographic surveys of the project area, including horizontal and vertical control of all culture within the right-of-way limits and 50-feet beyond to ensure adequate information for the design of storm drain facilities, runoff information and drainage analysis and to provide ample detail and range for detailed design and quantity estimating of proposed improvement of the project. Sufficient topography will be gathered of the off-site areas immediately adjacent to the proposed storm drain improvements and off-site drainage improvements. Cross-sectional surveys will be taken at 50-foot centers along the proposed alignment of the storm drain for the entire length of the project. DMC will provide a minimum of two (2) temporary benchmarks on this project. The completed survey will be provided to the City on a CD-RW diskette and a separate hard copy plot provided of existing improvements, using AutoCAD 2011 software or compatible software. Survey points with coordinates, elevations and description key will be in AutoCAD 2011 Standard Survey format only and will be submitted in ASCII format.

Task 4 Base Maps – Utilizing data collected from its research efforts and the topographic surveys, DMC will prepare a continuous base map of the proposed storm drain alignment in plan and profile format. The limits of the base plans shall have the same beginning and ending points as the field survey limits. The base plan will be prepared using AutoCAD 2011. Its continuous format will be used to evaluate various vertical and horizontal alignments of the storm drain along its entire project length. The base map will include:

- Street names;
- Street widths, right-of-way and property lines (existing and future);
- Assessor's parcel numbers contiguous to and affected by the proposed project;
- All surface features, such as utility manholes, valves, fire hydrants, street lights, catch basins, power poles, structures, driveways, sidewalks, parking lot entrances, parking lots, access ramps, trees, walls, fences, curbs and gutters as visible from the aerial photograph;
- Centerline stationing of the prosed storm drain improvements and existing roadways;
- City boundary lines;
- One-half foot contour intervals with adequate spot elevations.

The Base Map will be submitted to the City on CD-RW diskette, along with a separate hard copy plot of the proposed improvements, using AutoCAD Land Development or compatible software approved by the City. Survey points with coordinates, elevations and descriptions key shall be AutoCAD Land Development Standard Survey Descriptions only. The data will be submitted in ASCII format on CD-RW diskette along with a hard copy printout.

Task 5 Utility Coordination – DMC will identify and officially notify all utility companies and other agencies providing services within the City and/or own, operate or maintain facilities within the project limits, and obtain record maps, plans and documents of existing facilities. Field reviews will be conducted to locate all surface evidence of existing sub-surface and overhead installations within the

project limits. All utility information obtained from its research effort and field reviews will be plotted on the Base Map. Specific subtasks include:

- Develop a request for information letter on City letterhead to be sent to the affected utility companies notifying the utilities of the proposed project, requesting as-built information from the utility agencies. DMC will have each letter sent certified, return receipt requested;
- Develop a complete Utility Log of all correspondence with the affected utilities;
- Review data received from the affected utility companies and plot information on the base sheets to be used in the preparation of the project plans;
- Conduct necessary field reviews to confirm identified utilities based on record plans and locate surface evidence of additional existing sub-surface and overhead installations within the limits of this project;
- Identify potential conflicts. The City and the affected utility companies will be immediately notified of known conflicts and plans sent to the utility and the City indicating the conflict;
- Prepare a Utility Pot Hole Plan with recommended locations for potholing. DMC will review the Utility Pot Hole Plan with the affected utilities prior to submitting to the City. The Utility Pot Hole Plan will be submitted to the City for review and approval;
- Utilizing the approved Utility Pot Hole Plan, DMC will coordinate with Saf-r-Dig to pothole potentially conflicting utilities. The vertical and horizontal control of the utility will be obtained by DMC and plotted on the plans. Based upon this information, DMC will determine the need to relocate the utility. The City and the affected utilities will be notified immediately of the findings of the utility pothole effort. *For budget purposes, DMC has included twenty (20) potholes in its fee proposal. Should additional potholes become necessary, DMC will be reimbursed at a per pothole fee as outlined in our fee proposal.* As potential conflicts are identified throughout the design phase, DMC will continue to coordinate with the utility agencies by providing plans throughout the various phases of design.
- Provide three (3) Utility Notices on City letterhead. The Notices will be mailed via certified mail-return receipt with progressively completed plans attached, highlighted to show any potential conflicts with proposed improvements.

Task 6 Right-of-Way Support

Task 6.01 Right-of-Way Map – DMC will prepare a right-of-way map centered on the proposed storm drain improvements, beginning 100 feet north of the northerly side of Alessandro Boulevard and ending 100 feet south of the Storm Drain Line "F" on Redlands Boulevard. The Map will be based upon record information and will show storm drain easement and temporary construction easement needs required for this project.

Task 6.02 Easement Documents (Optional) – DMC will prepare twelve (12) storm drain easement legal descriptions/plat maps and City approved temporary construction easement agreements required for this project.

Task 7 Easement Acquisitions (Optional) – It is our understanding this project will involve the acquisition of twelve (12) storm drain easements and twelve (12) temporary construction easements from property owners adjacent the proposed storm drain alignment. DMC will coordinate, manage and be responsible for the timely execution of a comprehensive, all inclusive storm drain easement acquisition process until all storm drain easements have been acquired and properly recorded, including the following right-of-way support services for this project:

Task 7.01 Easement Documents (Optional) – DMC will prepare twelve (12) storm drain easement legal descriptions/plat maps and City approved temporary construction easement agreements required for this project.

Task 7.02 Appraisals (Optional) – DMC, through OPC will conduct comparable sales studies and prepare Non-Complex Valuation Statement for all twelve (12) properties in accordance with Caltrans manual requirements. Specific activities include:

- Secure vesting deeds, property profile, and tax map for each property.
- Secure preliminary title reports for each property which will remain valid for a minimum of six (6) months or until there is an ownership change.
- Secure copies of recorded back-up documents as needed.
- Share preliminary title information with right-of-way engineer, surveyor, and real estate appraisers for their use on this project.
- Prepare list of title exceptions to be cleared; confirm manner of disposition is consistent with approved project plan.
- Facilitate changes to preliminary title reports after the preparation of the legal descriptions if necessary for partial acquisition projects.
- OPC will prepare Non-Complex Valuation Statements for all twelve (12) parcels in compliance with Caltrans R/W manual requirements
- OPC will review title information pertaining to respective ownerships and will review drawings and other pertinent information relative to the parcel.

Task 7.03 Negotiation/Acquisition Services (Optional) – Once a parcel's valuation is complete, DMC, through OPC, will submit a recommended package to the City for the determination of just compensation along with a formal offer to purchase package. Experienced and licensed negotiators will present the City's written offers to property owners in person and systematically tackle any barriers to settlement. Settlements will be carefully weighed and presented with recommendations to the City.

Task 7.04 Right-of-Way Certification Services (Optional) – DMC, through OPC, will complete necessary right-of-way certification services for this project, including:

- Attend certification planning meeting with Right-of-Way Local Assistance Coordinator/project team.
- Prepare real estate components of right-of-way data sheet and provide current and escalated costs for acquisition, including incorporation of engineer's construction and utility cost information.
- Ensure appraisal maps/right-of-way maps and legal descriptions are all properly identified and prepared in conformance with approved right-of-way numbering system.
- Ensure that all interests necessary for the project have been secured and all relocation activities have been performed in compliance with applicable law and regulations.
- Prepare certification forms in coordination with engineer and client to include the compilation of all necessary back-up documents required including; deed, final order of condemnation, access easements, cooperative agreements, permits, right-of-entries, etc.
- Attend and coordinate pre and post-audit submittal meetings.

Task 8 Environmental Clearances (Optional)

Task 8.01 Initial Determination (Optional) – DMC will complete the City's "Public Projects Environmental Information Form" and supplement it with comments and pictures. The City's Community Development Department, Planning Division will make the final environmental determination for this project. DMC anticipates a Mitigated Negative Declaration for this project.

Task 8.02 Environmental Clearance (Optional) – DMC, through PMC World (PMC), will complete the following environmental clearance activities necessary to obtain a Negative or Mitigated Negative Declaration environmental clearance for this project through Caltrans Local Assistance:

Task 8.02.01 Project Description/Area of Potential Effects Map (Optional) – PMC will prepare a detailed project description, including identification of the project footprint and timing of construction, and an Area of Potential Effects (APE) Map for potential environmental impacts that will accompany the PES.

Task 8.02.02 Technical Studies (Optional) – PMC, through DMC, will prepare the following technical reports if required by the environmental determination:

- Air Quality Report
- Noise
- Cultural Resource Analysis
- Wetlands Delineation
- Biological Resources Analysis

Task 8.03 Administrative Draft IS/MND (Optional) – Upon completion of the technical analysis, *PMC* will prepare an Administrative Draft Initial Study/Mitigated Negative Declaration (Admin Draft IS/MND) in conformance with CEQA Guidelines. The Admin Draft IS/MND will contain all required components of an IS/MND and will address on-site and off-site impacts of the project, although the technical analysis will be focused as described above. The Admin Draft IS/MND will be delivered to the Public Works staff for review and comment prior to public release of the Draft IS/MND.

Task *8.04 Draft IS/MND(Optional)* – After the Admin Draft IS/MND is reviewed by the Public Works Department, PMC will prepare the Draft MND for the 30-day public review period. PMC will coordinate with Public Works staff to ensure that the sections are formatted for ease of use. PMC will circulate the Draft IS/MND and post the Notice of Intent and the Notice of Completion.

Task 8.05 Final IS/MND (Optional) – At the conclusion of the 30-day public review period, PMC will review the comment letters received on the Draft IS/MND and coordinate with Public Works Staff to discuss the responses. PMC will prepare draft responses to written comments received. Upon completion, an electronic copy of the Administrative Final IS/MND, including the MMRP, will be submitted to the Public Works Department for review. Based on the comments received from staff, final revisions to the document will be made and PMC will produce the Final IS/MND. After the adoption of the IS/MND, PMC will file the Notice of Determination (NOD) with the State Clearinghouse and the Riverside County Clerk-Recorder.

Task 9 Special Studies – DMC will provide the following special studies for this project:

Task 9.01 Drainage Study – Utilizing data generated in an earlier task and the storm drain alignment concept plans developed in the following sub-task, DMC will prepare a comprehensive hydrology study in accordance with Riverside County Flood Control and Water Conservation District and the City of Moreno Valley. The hydrology study will focus on areas of concern within the project drainage basin (i.e. the area north of Alessandro Boulevard and the project area bounded to the north by Alessandro Boulevard, to the east by Merwin Street, to the west by Redlands Boulevard and to the south by Brodiaea Avenue) for the purpose of locating and quantifying existing drainage patterns and deficiencies, and to sufficiently size and design required storm drain facility improvements using WSPG and StormCAD software. As plan revisions occur, the drainage study will be modified to confirm storm drain design recommendations. A final Drainage Report will be prepared and submitted to the City with recommendations that match the proposed improvements shown on the storm drain alignment concept plan.

Task 9.02 Storm Drain Alignment Concept Plan – Completion of the drainage study is an iterative task involving the development of storm drain alignment concept plans (35% complete plans). Therefore,

concurrent with the drainage study to be completed by DMC, DMC also intends to develop storm drain alignment concept plans (35% complete plans) in CADD plan/profile format at a scale of 1"=20' scale that will provide the horizontal and vertical alignment of the proposed storm drain improvements. The final concept plan will include the following information:

- Existing/required drainage patterns/proposed facilities identified with preliminary alignments, sizes and limits.
- Detail of proposed connection to existing box culvert crossing at Redlands Boulevard;
- Limits of landscape/hardscape/street restoration;
- Proposed traffic striping and signing;
- Proposed traffic control and staging;
- Preliminary construction costs.

The final recommendations resulting from the drainage study will match the storm drain alignment concept plans. Copies of the final storm drain alignment concept plans will be included in the Drainage Report outlined in the previous task. Upon completion of this task, DMC will provide the City with the CADD files of the proposed storm drain alignment for use in developing final construction plans for the project.

Task 9.03 Geotechnical Investigations – Based upon our experience on previous projects in this area, DMC anticipates that the site is underlain by alluvial deposits and possible fill soils. In consideration of this, DMC, through Hilltop Geotechnical Services (HGS) proposes to excavate fifteen (15) exploratory borings to a depth of approximately fifteen (15) to twenty (20) feet below the existing ground surface at various locations along the proposed storm drain alignment. The borings will be excavated with a truck mounted drill rig equipped with hollow stem augers. Necessary traffic control will be provided during the subsurface exploration activities. No borings will be drilled in any existing Hot Mix Asphalt (HMA) concrete surfaces along the proposed storm drain alignments. The borings will be backfilled with the excavated material. Underground Service Alert will be contacted prior to performing any borings. Upon completion of subsurface evaluation activities, HGS will evaluate through laboratory testing the engineering properties of various strata influencing the proposed storm drain project design and its construction. Laboratory testing on representative in-situ and bulk samples obtained during the drilling process, including in-situ moisture/density determinations; #200 sieve analysis tests; sand equivalent tests; soluble sulfate tests; maximum dry density/optimum moisture content determinations; and direct shear tests.

HGS will analyze the results of the laboratory testing to identify construction difficulties that may be encountered due to soil conditions, groundwater, and provide recommendations concerning these findings. From this analysis, HGS will develop soil engineering criteria for site trench excavation and trench shoring design, and identify soil properties as they relate to pipe bedding and trench backfill. HGS will summarize it findings and final recommendations in a written report which will include, in addition to conclusions and recommendations, a plot plan, exploration logs, and summary of laboratory test results.

Task 10 Final Plans, Specifications and Estimates (Optional) – This task will include final design and preparation of complete and accurate construction documents (plans, specifications and estimates, bid ready and signed by a California Registered Civil Engineer). Utilizing the preliminary plans and design parameters developed by DMC in earlier tasks, DMC will prepare clear, concise and accurate PS&E's for this project. In general, the construction documents will conform to Riverside County Flood Control & Water Conservation District requirements and the City of Moreno Valley's standards and practices.

Task 10.01 Plans (Optional) – All improvements will be prepared using AutoCAD 2011 software on 24" X 36" sheets. All storm drain plans will be prepared in plan/profile format at a scale of 1" = 20' or greater where necessary. 50-foot cross sections will be prepared and used to confirm clearance of existing utilities, to identify limits of trench excavation and to accurately determine backfill quantities.

Detail sheets will be prepared at a minimum scale of 1" = 20' or greater, as required. Striping and signing plans will be prepared at a scale of 1" = 40'.

Based upon our current understanding of this project, DMC Design Group will prepare the following sheets:

Description	No.
Title Sheet	1
General Note/Detail Sheets	4
Demolition/Removal Plans	5
Storm Drain Improvement Plans	19
50' Cross Sections	6
Landscape/Hardscape/Street Restoration Plans	8
Traffic Striping/Signage Plans	3
Work Area Traffic Control Plans	4
Total Sheets	**50**

Plans will be submitted to the City and affected utilities for review at the 65%, 100% and complete stages. DMC will submit four (4) sets of blueprints with each submittal, along with the previous red lined check prints. Comments received from the City will be incorporated into the plans. Final plans will be submitted to the City on Mylar and wet stamped by the Project Engineer.

Task 10.02 Project Specific SWPPP/Erosion Control Plan (Optional) – DMC will prepare a project specific SWPPP/Erosion Control Plan in accordance with the General Construction Activity Permit for the City of Moreno Valley to be included in the Construction Documents for bidding purposes only. DMC will electronically prepare a Notice of Intent (NOI) upon permission by the City (Legal Responsible Person) and submit to the State, as necessary, to generate a WDID number for this project. A SWPPP will be prepared by a State certified QSD meeting the requirements of the NPDES General Permit for Storm Water Discharges (Order No. 2009-0009-DWQ) and the Santa Ana Regional Water Quality Control Board.

Task 10.03 Preparation of Specifications (Optional) – Utilizing City boilerplates, DMC will prepare complete Project Specifications for this project. Four (4) sets of the Project Specifications will be submitted to the City for review at the 65%, 100% and complete stages.

Task 10.04 Estimate (Optional) – DMC will prepare a comprehensive list of bid items, their quantities and unit costs and probable cost of construction and submit to the City for review. The estimates will be prepared in Excel format and four (4) copies submitted to the City for review at the 65%, 100% and complete stages, or as otherwise requested.

Task 11 Riverside County Flood Control and Water Conservation District Coordination (Optional) – DMC will prepare, submit and coordinate processing of a RCFC&WCD Encroachment Permit application for the connection to Drainage Facility F and a *Maintenance and Operations Agreement* for all storm drain improvements over 36" in diameter.

Task 12 Bid/Construction Support Services (Optional) – DMC will be available to answer questions regarding the project plans, specifications and quantities, and to assist the City in resolving any conflicts in the design identified during the bidding and/or construction phase of the project. DMC will assist the City in the preparation of Addendums regarding omissions or conflicts in the design during the bidding phase and in the preparation of Contract Change Orders regarding omissions or conflicts in the design during construction phase. DMC will attend pre-bid and pre-construction meetings.

Task 13 As-Built Plans (Optional) – DMC will incorporate all red-line comments prepared by the Contractor and Project Inspector and prepare final ink on Mylar "as-built" record plans, Wet Stamped by the Project Engineer.

Task 14 Project GASB Documentation (Optional) – DMC will prepare and submit GASB 34 documentation in the City's format.

Task 15 Data Transfer (Optional) – Upon acceptance of the PS&E's, DMC will submit project documents in digital format on CD's to the City.

Task 16 Additional Work As Requested By City (Optional) – DMC will perform additional work requested by the City on a Time and Material basis upon receiving written authorization from the City.

Project Schedule
Professional Design Consultant Services
Storm Drain Improvements in Moreno Townsite Area
Between Alessandro Boulevard and Drainage Facility F
Project No. 11-12566730

February 17, 2011

ID	Name	Duration	Start
1	1 Project Management	165 days	Mon 6/6/11
2	2 Research	10 days	Mon 6/6/11
3	3 Topographic/Boundary Surveys	15 days	Mon 6/13/11
4	4 Base Maps	20 days	Mon 6/20/11
5	5 Utility Coordination	145 days	Mon 6/20/11
6	6 Right-of-Way Support	60 days	Mon 7/18/11
7	7 Easement Acquistion (Optional)	90 days	Fri 9/2/11
8	Task 8 Environmental Clearance (Optional)	100 days	Mon 6/20/11
9	*Prepare and Submit City's Public Projects Environmental Information Form"*	15 days	Mon 6/20/11
10	*City Review/Makes Environmental Determiniation*	10 days	Mon 7/11/11
11	*Prepare Techincal Studies (Optional)*	30 days	Mon 7/25/11
12	*Complete Environmental Documentation*	30 days	Mon 8/15/11
13	*Obtain Environmental Clearance*	30 days	Mon 9/26/11
14	Task 9 - Special Studies	75 days	Mon 7/18/11
15	*Task 9.01 Drainage Report*	35 days	Mon 7/18/11
16	Prepare and Submit Preliminary Report	20 days	Mon 7/18/11
17	City Review	10 days	Mon 8/15/11
18	Revise and Resubmit Final Report	5 days	Mon 8/29/11
19	*Task 9.02 Storm Drain Alignment Concept Plan*	35 days	Mon 7/18/11
20	Prepare and Submit Preliminary Alignment Concept Plan	20 days	Mon 7/18/11
21	City Review	10 days	Mon 8/15/11
22	Revise and Resubmit Final Alignment Concept Plan	5 days	Mon 8/29/11
23	*Task 9.03 Geotechnical Investigation Report*	60 days	Mon 8/8/11
24	Prepare and Submit Preliminary Report	45 days	Mon 8/8/11
25	City Review	10 days	Mon 10/10/11
26	Revise and Resubmit Final Geotechnical Investigation Report	5 days	Mon 10/24/11
27	Task 10 Plans, Specifications and Estimates (Optional)	100 days	Mon 9/5/11
28	*Prepare and Submit 65% Complete PS&E's*	45 days	Mon 9/5/11
29	*City Review*	10 days	Mon 11/7/11
30	*Prepare and Submit 100% Complete PS&E's*	25 days	Mon 11/21/11
31	*City Review*	10 days	Mon 12/26/11
32	*Prepare and Submit Final PS&E's - Bid Ready*	10 days	Mon 1/9/12
33	Task 11 Coordinate with Riverside County Flood Control (Optional)	90 days	Mon 9/5/11

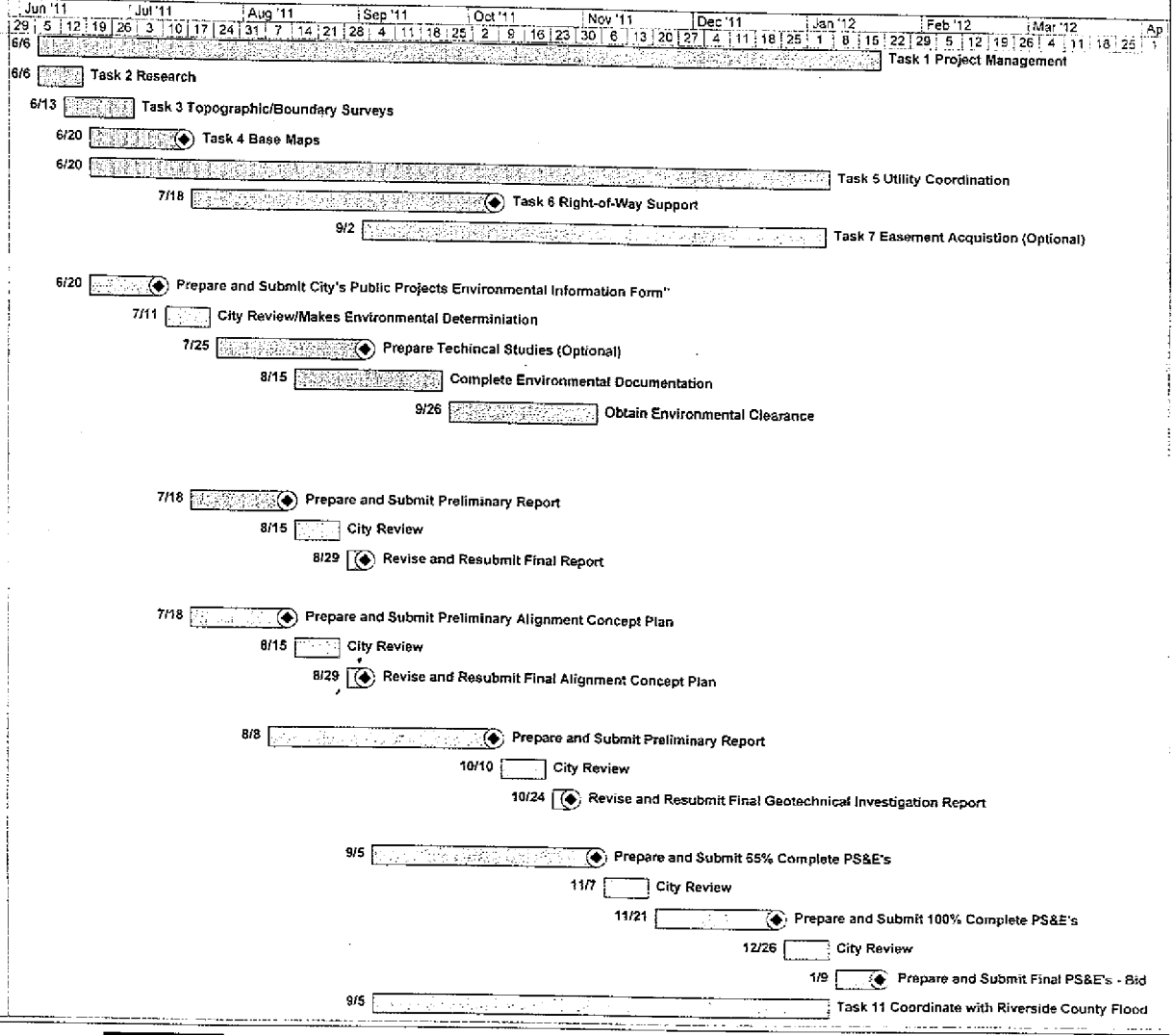

David M. Cosper, P.E., Project Manager
DMC Design Group, Inc.
Project Schedule

DMC TASK | Milestone | Summary

MORENO VALLEY

DMC DESIGN GROUP

Item No. A.7

-242-

MV00198876

MARCH 25, 2011

PROFESSIONAL DESIGN CONSULTANT SERVICES
STORM DRAIN IMPROVEMENTS IN MORENO TOWNSITE
BETWEEN ALESSANDRO BOULEVARD AND DRAINAGE FACILITY F
PROJECT NO. 11-12566730
(REVISED 3/25/2011)

TASK	DESCRIPTION	DMC DESIGN GROUP, INC.									
		PROJECT MANAGER	PROJECT ENGINEER	DESIGN ENGINEER	CADD OPERATOR	TECHNICIAN	SURVEY MANAGER	2-MAN SURVEY TEAM	UTILITY COORDINATOR	WORD PROCESSOR	TOTAL LABOR
Task 1	**Project Management**										
	Task 1.01 Project Kick-Off Meeting	4	4						4	4	16
	Task 1.02 Project Meetings (24)	48	24						16	24	112
	Task 1.03 Monthly Project Updates (9)	8									8
Task 2	**Research**		2			24			8	8	42
Task 3	**Topographic/Boundary Surveys**						8	40			48
Task 4	**Base Mapping**		2	8	24						34
Task 5	**Utility Coordination**				16				20	8	44
Task 6	**Right of Way Support**										
	Task 6.01 Right of Way Map				16						16
	Task 6.02 Right of Way Documents (12)		4	48	24					8	84
Task 7	**Easement Acquisitions (12) (Optional)**		4								4
Task 8	**Environmental Clearance (Optional)**		4	8		16				8	36
Task 9	**Special Studies**										
	Task 9.01 Drainage Study		16	40						8	64
	Task 9.02 Storm Drain Alignment Concept Plans		4	24	64						92
	Task 9.03 Geotechnical Study		4								4
Task 10	**Prepare Final PS&E Documents (Optional)**										
	Task 10.01 Plans (50)		8	36	240				4		288
	Task 10.02 Specifications		4	16						8	28
	Task 10.03 Estimates		4	16							20
Task 11	**RCFC Coordination (Optional)**		16			8				4	28
Task 12	**Bid/Construction Support (Optional)**		2	16	16					4	38
Task 13	**As-Built Plans (Optional)**		2	4	16						22
Task 14	**GASB Documentation (Optional)**		2			8					10
Task 15	**Document Transfer (Optional)**		2			8				4	14
Task 16	**Unassigned Services as Directed by City**	2	4	8	16	17			4	8	59
	Total Hours	**62**	**112**	**224**	**432**	**81**	**8**	**40**	**56**	**96**	**1111**

Item No. A.7

MV00198877

NO VALLEY

DMC DESIGN GROUP

DMC Design Group, Inc. and its Project Team of consultants agree to the following:

1. The professional design consultant services outlined in our proposal, dated February 17, 2011, and the accompanying fees, are in accordance with the City's RFP, entitled "Request for Professional Design Consultant Services For Storm Drain Improvements In Moreno Townsite Area Between Alessandro Boulevard and Drainage Facility Line F, Project No. 11-12566730" and Addendum 1, except as otherwise specified in this Proposal under "*Additions or Exceptions to the City's RFP*".

2. It is understood that said RFP and Addendum 1 is incorporated in its entirety as part of our proposal.

3. It is further understood that said RFP and our proposal will jointly become a part of the "Agreement for Professional Consultant Services" for this project when said Agreement is fully executed by DMC Design Group, Inc. and the Mayor or City Manager of Moreno Valley.

4. All charges for professional design consultant services outlined in this proposal are "Not to Exceed Fees" as submitted with and made a part of this Proposal. It is understood that payment will be made for actual time and materials expended in furnishing authorized professional services to the "Not To Exceed Fee" level. It is further understood that the "Not to Exceed Fee" include conservatively estimated reimbursable expenses, as submitted with and made a part of our proposal.

5. DMC will document and provide the results of the work to the satisfaction of the City, including, if necessary, the preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.

6. DMC will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during or after the construction work.

7. It is acknowledged and understood that DMC will not be allowed to change the subconsultants shown in our proposal, dated February 17, 2011, without written permission from the City.

8. DMC understands that discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin is against Corporate policies and by-laws is not allowed to occur.

9. DMC will adhere to all known federal laws and regulations, as they pertain to this project, will be adhered to notwithstanding any state or local laws or regulations. In case of a conflict between federal, state or local laws or regulations, the strictest shall be adhered to.

10. DMC will allow authorized federal, state, county and City officials access to its place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this project. DMC will retain all such relevant records for a period of three (3) years.

11. It is understood that DMC will comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code, as well as the appropriate sections of the "Federal Labor Standards Provisions," "Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.

12. It is understood that DMC will comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof, as it pertains to this project.

13. DMC offers and agrees to assign to the City all rights, title and interest in and to all causes action I may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works or the subconsulant, as it pertain to this project. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgement by the parties.

DMC Design Group, Inc. and its Project Team of Consultants have included the following additions or exceptions into our February 17, 2011 proposal to the City of Moreno Valley for *Professional Design Consultant Services For Storm Drain Improvements In Moreno Townsite Area Between Alessandro Boulevard and Drainage Facility F, Project 11-12566730.*

1. The City will assign a Project Manager to act as its point person on this project for the duration of the project.

2. All available information pertinent to this project in the City's possession will be provided to DMC at no cost.

3. The City will provide "no cost" encroachment permits for all design survey, geotechnical investigations and utility pot holing activities required to complete the project.

4. This Proposal includes a budget for twenty (20) utility potholes. Additional utility potholes required after the initial twenty (20) will be billed at the unit cost shown on our Fee Proposal dated February 17, 2011.

5. All Permit Application fees are considered as Direct Cost items and will be billed to such.

EDUCATION:
M.P.A., 1992, Public Administration
California State University, Hayward

B.S., 1981, Civil Engineering
University of California, Davis

AFFILIATION:
American Public Works Association
American Society of Civil Engineers
American Council of Engineering Companies

REGISTRATION:
California Registered Civil Engineer License No. 38022
Oregon Registered Civil Engineer License No. 84477PE
Idaho Registered Civil Engineering License No. 14443
Montana Registered Civil Engineer License No. TBD (*Pending Final Board Certification)*
State Certified Qualified SWPPP Developer (QSD) (*Pending Final Board Certification*)

EXPERIENCE:
Mr. Cosper has more than twenty-eight (28) years of professional civil engineering experience in California in the public and private sectors and has served as the Director of Public Works for several cities throughout California, including Susanville, Suisun City and La Quinta. His experience includes planning, design and management in the engineering disciplines of streets and highways, drainage and flood control, traffic signal installation and modifications, water/sewer systems, pavement management systems, parks and landscaping, special assessment districts, and construction management. Specific assignments have included the following:

- **Project Manager, Heacock Street Improvement Project (Moreno Valley, CA)** – Responsible for the design and preparation of ultimate and phased roadway widening improvements (two (2) lanes to six (6) lanes) to a 2.75 mile segment of Heacock Street, from Cactus Avenue to San Michele Road. The proposed widening improvements necessitated 1,500 feet of 24" to 36" diameter RCP storm drain, five (5) new catch basins and supporting laterals, and modifications to three (3) existing catch basins and laterals. This project also required close coordination with Riverside County Flood Control and Water Conservation District and the Army Corps of Engineers in the development of final improvements proposed for the Heacock Street Drainage Channel immediately adjacent to the westerly side of Heacock Street.

- **Project Manager, Alessandro Boulevard Street Improvement Project (Moreno Valley, CA)** – Responsible for the design and preparation of preliminary PS&E's for 2,300 feet of 24" to 42" diameter RCP storm drain improvements to a portion of Alessandro Boulevard, from Day Street to Old 215 Frontage Road in the City of Moreno Valley. Project required the preparation of a comprehensive drainage study and coordination with the Riverside County Flood Control District to convey the storm waters to existing RCFC master planned facilities north of Alessandro Boulevard. The proposed improvements were designed such that the improvements could be built in phases to match funding as it becomes available. DMC work closely with the City's Street Maintenance Division in order to develop an east to maintain and effective low flow devise at the temporary terminus of the storm drain.

- **Project Manager, Agua Caliente Cultural Museum Roadway and Storm Drain Improvement Project (Palm Springs, CA)** – Responsible for CEQA/NEPA environmental clearance, design and preparation of PS&E's for arterial roadway widening/rehabilitation and storm drain improvements to a 1,350-foot segment of Hermosa Drive, from Tahquitz Canyon Way to the Baristo Channel, a Riverside County Flood Control (RCFC) maintained facility, in the City of Palm Springs. The storm drain improvements involved the extension of RCFC's Palm Springs Line 9 of the Master Plan Drainage for Palm Springs and connection to the Baristo Channel. Because of the federal funding involved with the project, DMC was responsible for obtaining a CEQA/NEPA environmental clearance on the project. This project also required the preparation of a comprehensive drainage study and coordination with the Riverside County Flood Control District to convey the storm waters to existing RCFC master planned facilities (Baristo Channel).

- **Project Manager, Phase 1 and 2 Line 21/22 Storm Drain Improvement Project (Palm Springs, CA)** – Responsible for the design and preparation of PS&E's, including hydraulic studies and concept

development, preparation of right-of-way documents, utility potholing, extensive coordination with affected utilities and Riverside County Flood Control and Water Conservation District for design approval of the following storm drain improvements to Master Plan Drainage Facilities for Palm Springs:

- Line 21 (Phase 1) – 800 feet of 30" to 48" diameter RCP
- Line 21 (Phase 2) – 2,600 feet of 60" to 72" diameter RCP
- Line 22 (Phase 1) – 2,200 feet of 24" to 66" diameter RCP
- Line 22 (Phase 2) – 2,200 feet of 66" to 84" diameter RCP

- **Project Manager, Vista Chino Road/Sunrise Avenue Intersection Widening Improvement Project (Palm Springs, CA)** – Responsible for the design and preparation of PS&E's, including the preparation of two (2) Caltrans design exception documents required for roadway widening improvements to a 750-foot portion of Vista Chino Road (State Route 111) and a 500-foot segment of Sunrise Way, traffic signal modifications necessary to accommodate the addition of one (1) thru lane and storm drain improvements to the east bound lanes of Vista Chino Road. The storm drain improvements required Riverside County Flood Control and Water Conservation District approval.

- **Project Manager, Hamner Avenue Roadway Widening Improvement Project (Norco, CA)** – Designed and prepared PS&E's for the construction of ultimate urban arterial roadway and storm drain improvements to a 3,600-foot segment of Hamner Avenue immediately adjacent to the proposed development. DMC was required to prepare a comprehensive drainage report required for the extension of an existing 72" diameter RCP storm drain, the construction of a retention basin and approximately 1,000 lf of localized drainage system improvements, ranging in size from 18" diameter RCP laterals to 36" diameter storm drains.

- **Project Manager, Calimesa Boulevard Corridor Improvement Project (Calimesa, CA)** – Designed and prepared PS&E's for landscaped median, roadway, traffic calming and storm drain improvements to 7,500 foot segment of Calimesa Boulevard. DMC responsible for the preparation of a comprehensive drainage study, design and preparation of storm drain improvements, including 2,100 lf of 18" to 60" diameter RCP drain pipe, twelve (12) junction/manhole structures and thirty (30) catch basins/inlet structures.

- **Project Manager, Phase II Los Serranos Neighborhood Infrastructure Improvement Project (Chino Hills, CA)** – Responsible for the preparation of alternative alignment studies, hydrology/hydraulic studies, design and preparation of PS&E's for roadway widening and storm drain improvements for 14,500 feet of neighborhood roads, including pavement rehabilitation, curbs, gutters, sidewalks, access ramps, street lights and storm drains in the Los Serranos neighborhood of Chino Hills. The storm drain improvements included 5,000 lf of 18" to 42" diameter RCP drain pipe, forty-three (43) junction/manhole structures, twenty-five (25) catch basins/inlet structures, 270 lf of 24" x 60" concrete box culvert and 330 lf of graded open channel.

- **Project Manager, Lake Forest Drive Drainage Improvement Project (Lake Forest, CA)** – Completed a thorough topographic survey of the intersection and a 1,000-foot segment of Lake Forest Drive east of Overlake Drive and identified proper locations for new and replacement median/curb drainage inlets. DMC completed a comprehensive drainage report used to size inlet and lateral facilities. Upon approval of DMC's recommendation to install and/or replace existing inlets, DMC was authorized to design and prepare final PS&E's of the proposed improvements.

- **Project Manager, Shellenberger Storm Drain Improvement Project (Brawley, CA)** – Responsible for the design and preparation of PS&E's for approximately 1.5 miles of 36" to 48" diameter RCP storm drain improvements in the City of Brawley. Project required close coordination with the Public Works and Community Services Divisions of the City of Brawley. This project also required close coordination with Imperial County, the State of California (CDBG Funding Oversight) and the Imperial Irrigation District.

EDUCATION:
B.S., Civil Engineering – 2005
University of California, Irvine

REGISTRATION:
California Registered Civil Engineer License No. 71667
Arizona Registered Civil Engineer License No. 51454
California Registered Land Surveyor No. 8774
State Certified Qualified SWPPP Developer (QSD) (*Pending Final Board Certification*)

AFFILIATION:
American Public Works Association
American Society of Civil Engineers
American Council of Engineering Companies

EXPERIENCE:
Mr. Cosper is a member of the Board of Directors and is the Vice President in charge of Design and CADD production for DMC. Mr. Cosper has twelve (12) years of progressively responsible design experience for a variety of civil engineering projects. He has become a specialist in the development of accurate CADD drawings for public improvement projects and is responsible for mentoring our team of CADD specialists in the latest uses of AutoCAD and Micro Station. Specific assignments have included the following:

- **Project Engineer, Heacock Street Improvement Project (Moreno Valley, CA)** – Responsible for the design and preparation of ultimate and phased roadway widening improvements (two (2) lanes to six (6) lanes) to a 2.75 mile segment of Heacock Street, from Cactus Avenue to San Michele Road. The proposed widening improvements necessitated 1,500 feet of 24" to 36" diameter RCP storm drain, five (5) new catch basins and supporting laterals, and modifications to three (3) existing catch basins and laterals. This project also required close coordination with Riverside County Flood Control and Water Conservation District and the Army Corps of Engineers in the development of final improvements proposed for the Heacock Street Drainage Channel immediately adjacent to the westerly side of Heacock Street.

- **Project Engineer, Alessandro Boulevard Street Improvement Project (Moreno Valley, CA)** – Responsible for the design and preparation of preliminary construction documents for 2,300 feet of 24" to 42" diameter RCP storm drain improvements to a portion of Alessandro Boulevard, from Day Street to Old 215 Frontage Road in the City of Moreno Valley. Project required the preparation of a comprehensive drainage study and coordination with the Riverside County Flood Control District to convey the storm waters to existing RCFC master planned facilities north of Alessandro Boulevard. The proposed improvements were designed such that the improvements could be built in phases to match funding as it becomes available. DMC work closely with the City's Street Maintenance Division to develop an east to maintain and effective low flow devise at the temporary terminus of the storm drain.

- **Project Engineer, Agua Caliente Cultural Museum Roadway/Storm Drain Improvements (Palm Springs, CA)** – Responsible for CEQA/NEPA environmental clearance, design and preparation of construction documents for arterial roadway widening/rehabilitation and storm drain improvements to a 1,350-foot segment of Hermosa Drive, from Tahquitz Canyon Way to the Baristo Channel, a Riverside County Flood Control (RCFC) maintained facility, in the City of Palm Springs. The storm drain improvements involved the extension of RCFC's Palm Springs Line 9 of the Master Plan Drainage for Palm Springs and connection to the Baristo Channel. Because of the federal funding involved with the project, DMC was responsible for obtaining a CEQA/NEPA environmental clearance on the project. This project also required the preparation of a comprehensive drainage study and coordination with the Riverside County Flood Control District in order to convey the storm waters to existing RCFC master planned facilities (Baristo Channel).

- **Project Engineer, Phase 1 and 2 Line 21/22 Storm Drain Improvement Project (Palm Springs, CA)** – Responsible for the design and preparation of PS&E's, including hydraulic studies and concept development, preparation of right-of-way documents, utility potholing, extensive coordination with

affected utilities and Riverside County Flood Control and Water Conservation District for design approval of the following storm drain improvements to Master Plan Drainage Facilities for Palm Springs:

- Line 21 (Phase 1) – 800 feet of 30" to 48" diameter RCP
- Line 21 (Phase 2) – 2,600 feet of 60" to 72" diameter RCP
- Line 22 (Phase 1) – 2,200 feet of 24" to 66" diameter RCP
- Line 22 (Phase 2) – 2,200 feet of 66" to 84" diameter RCP

- **Project Engineer, Vista Chino Road/Sunrise Avenue Intersection Widening Improvement Project (Palm Springs, CA)** – Responsible for the design and preparation of PS&E's, including the preparation of two (2) Caltrans design exception documents required for roadway widening improvements to a 750-foot portion of Vista Chino Road (State Route 111) and a 500-foot segment of Sunrise Way, traffic signal modifications necessary to accommodate the addition of one (1) thru lane and storm drain improvements to the east bound lanes of Vista Chino Road. The storm drain improvements required Riverside County Flood Control and Water Conservation District approval.

- **Project Engineer, Hamner Avenue Roadway Widening Improvement Project (Norco, CA)** – Designed and prepared PS&E's for the construction of ultimate urban arterial roadway and storm drain improvements to a 3,600-foot segment of Hamner Avenue immediately adjacent to the proposed development. DMC was required to prepare a comprehensive drainage report required for the extension of an existing 72" diameter RCP storm drain, the construction of a retention basin and approximately 1,000 lf of localized drainage system improvements, ranging in size from 18" diameter RCP laterals to 36" diameter storm drains.

- **Project Engineer, Calimesa Boulevard Corridor Improvement Project (Calimesa, CA)** – Designed and prepared PS&E's for landscaped median, roadway, traffic calming and storm drain improvements to 7,500 foot segment of Calimesa Boulevard. DMC responsible for the preparation of a comprehensive drainage study, design and preparation of storm drain improvements, including 2,100 lf of 18" to 60" diameter RCP drain pipe, twelve (12) junction/manhole structures and thirty (30) catch basins/inlet structures.

- **Project Engineer, Los Serrano Neighborhood Infrastructure Improvement Project (Chino Hills, CA)** – Responsible for the preparation of alternative alignment studies, hydrology/hydraulic studies, design and preparation of PS&E's for roadway widening and storm drain improvements for 14,500 feet of neighborhood roads, including pavement rehabilitation, curbs, gutters, sidewalks, access ramps, street lights and storm drains in the Los Serrano neighborhood of Chino Hills. The storm drain improvements included 5,000 lf of 18" to 42" diameter RCP drain pipe, forty-three (43) junction/manhole structures, twenty-five (25) catch basins/inlet structures, 270 lf of 24" x 60" concrete box culvert and 330 lf of graded open channel.

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- **Designer, Shellenberger Storm Drain Improvement Project (Brawley, CA)** – Responsible for the design and preparation of PS&E's for approximately 1.5 miles of 36" to 48" diameter RCP storm drain improvements in the City of Brawley. Project required close coordination with the Public Works and Community Services Divisions of the City of Brawley. This project also required close coordination with Imperial County, the State of California (CDBG Funding Oversight) and the Imperial Irrigation District.

EDUCATION:

Professional Management Training
California State University, San Diego

B.S., Civil Engineering – 1996
California State Polytechnic University, Pomona

REGISTRATION:
California Registered Civil Engineer License No. 61860
California Registered Land Surveyor License No. 8716

EXPERIENCE:
Mr. Artiga will be the Survey Manager assigned to DMC and is responsible for providing all topographic survey needs required for this project. Mr. Artiga has over sixteen (16) years of extensive experience in all facets of topographic and boundary surveying, base mapping and land development design, including rough/precise grading, street improvements, water/sewer/storm drain improvements and earthwork calculations for public works projects and private developers. He has been responsible for the comprehensive topographic/boundary surveys for most of the following projects. He has also been responsible for the preparation of sewer studies and other technical studies, and design and preparation of PS&E's for public improvement projects, including major pipeline facilities for regional water districts and reservoir tanks. Specific project experience includes:

- **Survey Manager, Agua Caliente Cultural Museum Road and Drainage Improvement Project (Palm Springs, CA)** – Responsible for the topographic surveying and mapping, design and preparation of PS&E's for this Federal Aid project. Improvements included the widening of a 650-foot segment of Hermosa Drive and a 700-foot extension of Hermosa Drive, 1,300 feet of local storm drain improvements and access to the proposed Agua Caliente Cultural Museum in the City of Palm Springs.
- **Survey Manager, Security Barrier Improvements to Various City Electrical Substations (Riverside, CA)** – Responsible for the topographic surveying and mapping, design and preparation of PS&E's for the construction of necessary security barrier improvements to the Mountain View Substation, the Orange Crest Substation, Hunter Station and the Riverside Energy Resource Center in the City of Riverside, including property line/retaining walls, chain link fencing, motorized gates, landscape/irrigation and improvements to adjacent roadways.
- **Survey Manager, Magnolia Avenue Landscape Median Improvement Project (Corona, CA)** – Responsible for the topographic surveying and mapping, design and preparation of PS&E's for raised landscape median improvements to a 4,200-foot segment of Magnolia Avenue (I-15 to East Sixth Street).
- **Survey Manager, Fire Station 107 (Moreno Valley, CA)** – Responsible for the topographic and boundary surveys required to design of all civil improvements required for Fire Station 107, located on a four (4) acre site in the City of Moreno Valley.
- **Survey Manager, French Valley Business Center Project (French Valley, CA)** – Responsible for the preparation of parcel exhibits for EDA use to create legal parcels for the forty (40) acre commercial center use, preparing right-of-way document plats, boundary and field survey of project limits. Performed field survey duties, including delineating jurisdictional limits, construction field staking, and overall party chief duties and office manager functions.
- **Survey Manager, Creekside Development Project (Murrieta, CA)** – Responsible for the preparation of final maps and various easements for local agencies and LAFCO/USACOE Exhibits for the 287-unit single family development. Directly responsible for all aspects of preparing maps, legal descriptions and coordinating approvals through all levels of government. Additionally, provided field survey services for the construction of the project.
- **Survey Manager, Aventine Complex Project (La Jolla, CA)** – Responsible for preparation of the ALTA exhibit, including field verification of all constraints/encroachments, easement restrictions and available utilities affecting the said site, as well as the final parcel map for the project. Directly in charge of the preparation of the map including defining ownerships, depicted three-dimensionally on the map.

EDUCATION:
Teaching Credentials, 1995, CADD
California State University, Long Beach

AFFILIATION:
American Public Works Association
American Society of Civil Engineers
American Council of Engineering Companies

REGISTRATION:
CADD Certification (1994) - AutoDesk University
CADD Certification (1986) - Fullerton Junior College, CA
ROP Program - Orange Unified School District

EXPERIENCE:
Mr. Kirk has twenty-two (22) years of increasingly responsible computer automated drafting experience and (6) six years with DMC Design Group, Inc., including the development and implementation of overall drafting standards for DMC. He received a teaching credential from California State University at Long Beach in CADD and has used this skill to teach DMC's stable of young CADD operators the correct way to prepare comprehensive plans for municipal improvement projects. Mr. Kirk has been DMC's CADD Manager for nearly two (2) years, applying his skills and experience to many projects involving site development, utility extensions, parking lot expansions and enhancements, landscape, irrigation and lighting improvements and street improvements.

Specific Mapping/CADD Manager assignments have included the following projects:

- *Heacock Street Improvement Project (Moreno Valley, CA);*
- *Alessandro Boulevard Street Improvement Project (Moreno Valley, CA);*
- *Hamner Avenue Widening Project (Norco, CA);*
- *Graham Street Improvement Project (Moreno Valley, CA);*
- *Annual Citywide Slurry Seal Improvement Project (2003–09) (Moreno Valley, CA);*
- *Phase II Los Serrano Neighborhood Infrastructure Improvement Project (Chino Hills, CA);*
- *El Dorado Colonia Street Improvement Project (El Centro, CA);*
- *Second Street Improvement Project (Norco, CA);*
- *Washington St./Ave. 42 Intersection Improvement Project (Palm Desert, CA);*
- *SR 79/Pacific Somerset Drive/Temecula Creek Drive Improvement Project (Temecula, CA);*
- *SR-111 (Vista Chino Road)/Sunrise Avenue Improvement Project (Palm Springs CA);*
- *Calimesa Boulevard Corridor Improvement Project (Calimesa, CA);*
- *Mesquite Avenue Improvement Project (Palm Springs, CA);*
- *Pepper Street Improvement Project (Moreno Valley, CA);*
- *McDonnel Street/Boeing Street Sidewalk Improvement Project (Moreno Valley, CA);*
- *Pan Am Boulevard Sidewalk Improvement Project (Moreno Valley, CA);*
- *Village Enhanced Traffic Control Devices (La Quinta, CA);*
- *Bristol Street Slope Protection Project (Costa Mesa, CA);*
- *Heroes Park Improvement Project (Lake Forest, CA);*
- *Floe-Packer Park Improvement Project (Lake Forest, CA);*
- *Santa Ana River Trail Staging Parking Lot Improvement Project (Colton, CA);*
- *El Toro I Public Restroom Improvement Project (Lake Forest, CA);*
- *Serrano Creek Public Restroom Improvement Project (Lake Forest, CA);*
- *Pittsford Park Public Restroom Improvement Project (Lake Forest, CA).*

EDUCATION:
A.A., 1978 General Studies
Lassen Community College

EXPERIENCE:
Ms. McConaughy is the owner of DMC Design Group and responsible for the day to day direction of the firm's resources. She has fourteen (14) years of experience in utility coordination and specification preparation for numerous civil engineering projects, especially in the area of municipal improvement and site development projects. Through her efforts to coordinate the improvement projects with utility companies, Ms. McConaughy has developed an extensive database of utility contacts in Orange, Los Angeles, Imperial and Riverside Counties and has been very successful in having utilities respond to utility notifications. The skills and experience she has developed over the last fourteen (14) years allows her to quickly obtain record plans and research documents necessary for site development and municipal improvement projects.

Specific Utility Coordinator assignments have included the following projects:

- *Alessandro Boulevard Street Improvement Project (Moreno Valley, CA);*
- *Lake Forest Drive Drainage Improvement Project (Lake Forest, CA);*
- *Phase II Los Serranos Storm Drain Improvement Project (Chino Hills, CA);*
- *Heacock Street Storm Drain Improvement Project (Moreno Valley, CA);*
- *Line 21/Line 22 Storm Drain Improvement Project (Palm Springs, CA);*
- *Graham Street Water Main Replacement Project (Moreno Valley, CA);*
- *Heacock Street Effluent Line Relocation Project (Moreno Valley, CA);*
- *Crystal Cove Historical District Utility Improvement Project (Orange County, CA);*
- *Pace Road Water Main Relocation Project (Moreno Valley, CA);*
- *Best Road Water Main Improvement Project (Brawley, CA);*
- *Hamner Avenue Widening Project (Norco, CA);*
- *El Dorado Colonia Street Improvement Project (El Centro, CA);*
- *Second Street Improvement Project (Norco, CA);*
- *Washington Street/Avenue 42 Intersection Improvement Project (Palm Desert, CA);*
- *SR 79/Pacific Somerset Drive/Temecula Creek Drive Improvement Project (Temecula, CA);*
- *SR-111 (Vista Chino Road)/Sunrise Avenue Improvement Project (Palm Springs CA);*
- *Calimesa Boulevard Corridor Improvement Project (Calimesa, CA);*
- *Mesquite Avenue Improvement Project (Palm Springs, CA);*
- *Pepper Street Improvement Project (Moreno Valley, CA);*
- *McDonnel Street/Boeing Street Sidewalk Improvement Project (Moreno Valley, CA);*
- *Pan Am Boulevard Sidewalk Improvement Project (Moreno Valley, CA);*
- *Village Enhanced Traffic Control Devices (La Quinta, CA);*
- *Iris Avenue Street Improvement Project (Moreno Valley, CA);*
- *Fifth Street Improvement Project (Calimesa, CA);*
- *Elsworth Street Improvement Project (Moreno Valley, CA);*
- *East Main Street (Historic Route 66) Improvement Project (Barstow, CA);*
- *Malan Street Improvement Project (Brawley, CA);*
- *Bristol Street Slope Protection Project (Costa Mesa, CA);*
- *Heroes Park Improvement Project (Lake Forest, CA).*

EDUCATION:

B.S., 1968, Civil Engineering
University of Illinois, Champaign-Urbana, Illinois

REGISTRATION:
Geotechnical Engineer, GE, 1987, CA
Civil Engineer RCE, 1986, CA

CERTIFICATIONS:
Seismic Hazards Analysis, Association of Engineering Geologist
Issues In Forensic Engineering
American Society of Civil Engineers,
Underground Storage Tank Management Short Course National Water Well Association Quality Geotechnical Lab Testing University of Missouri – Rolla

EXPERIENCE:
Mr. Curran has more than thirty-eight (38) years experience in geotechnical engineering and construction materials quality control. His service as staff engineer, project manager, senior engineer and engineering office manager has provided him with a high degree of technical experience, as well as effective administration experience, project management, and communicating with technical personnel. Mr. Curran has been involved with the geotechnical engineering aspect of many diverse projects including highways, parking lots, bridge structures, airport runways, high rise buildings, and commercial, industrial, and single family residential structures. Mr. Curran is also experienced in the testing and design of percolation, sewage disposal, and subsurface dewatering systems. These projects incorporated various types of deep and shallow foundation systems, over-excavation and fill placement, excavation shoring, cut and fill slope stabilities, and pavement design. He is also experienced in testing and quality control of construction materials including soils, concrete, hot mix asphaltic (HMA) concrete, and structural steel.

His recent project experience includes:

STREET IMPROVEMENTS:

- *Geotechnical Study – Haven Avenue widening between the I-10 and the I-60 (Ontario, CA)*
- *Geotechnical Study – Washington Blvd. widening north of the I-10 in Sun City (Palm Desert, CA)*

BRIDGES:

- *Rio Rancho Road bridge over the Chino Valley Freeway (State Route 71) (Pomona, CA)*
- *Gypsum Canyon Road bridge over the Santa Ana River (Yorba Linda, CA)*
- *Haven Avenue bridge widening over the I-60 (Ontario, CA)*
- *SPT Co. RR bridge over Haven Avenue (Ontario, CA)*
- *Red Hill Avenue bridge over the I-5 (Tustin, CA)*
- *SPT Co. RR bridge over Lincoln Avenue (Anaheim, CA)*
- *Highway Bridge over BN & SF Railroad, The Gateway Center Project (Box Springs Area of Riverside County, CA)*

CHANNEL IMPROVEMENTS:

- *Geotechnical Study – Deer Creek Channel In Vicinity of I-60 (Ontario, CA)*
- *Geotechnical Study – Lytle Creek Levee Evaluation in the Vicinity of I-15 (Devore Area, San Bernardino County, CA)*
- *Geotechnical Study – Marshall Creek Channel, North of Cougar Ranch Road (Beaumont, Riverside County, CA)*

STORM AND SANITARY SEWERS:

- *Geotechnical Study – Euclid Street between Ball Road and Garden Grove Blvd. (Anaheim/Garden Grove, CA)*

EDUCATION:

Juris Doctor
Western State University College of Law (Fullerton, CA)

Master of Arts, Political Science, Specializing Public Policy
San Diego State University (San Diego, CA)

Bachelor of Arts, Political Science
Sonoma State University (Rohnert Park, CA)

EXPERIENCE:

Ms. Griffith has over has over ten (10) years of progressively responsible experience in planning, environmental planning and analytical studies. She has experience in developing long and short-term plans for land use, growth and revitalization of urban, suburban and rural communities. Additionally, she has written and reviewed a wide variety of environmental planning documents that includes several different technical reports. She has worked for both public agencies and private companies. Ms. Griffith was the Environmental Task Leader for the following DMC Design Group, Inc. projects:

- **Alessandro Boulevard Improvement Project (Moreno Valley, CA)** – Responsible for the NEPA/CEQA environmental clearance for the proposed ultimate and phased roadway widening improvements to a 9,000-foot segment of Alessandro Boulevard, from Interstate 215 to Frederick Street.

- **Agua Caliente Cultural Museum Road and Drainage Improvement Project (Palm Springs, CA)** – Responsible for the NEPA/CEQA environmental clearance for this federally funded project involving 1,000 feet of roadway widening and extension improvements and 1,350 feet of storm drain improvements to Hermosa Drive in the City of Palm Springs.

Other relevant project experience includes the following projects:

- **Nuevo Business Park EIR (Riverside County, CA)** – Prepared the EIR for a Tentative Parcel Map in the County of Riverside which subdivided an approximately 65-acre site into twenty-four (24) parcels for the future development of uses permitted by Riverside County for Industrial Park uses.

- **Oleander Business Park EIR (Riverside County, CA)** – Assisted in the preparation of an EIR for a Tentative Parcel Map which subdivided approximately seventy (70) gross acres into five (5) parcels ranging in size from six (6) gross acres to twenty-eight (28) gross acres.

- **Coachella 273 EIR and Specific Plan (Riverside County, CA)** – Managed the preparation of a Specific Plan and the EIR in the Coachella Valley for a 300-acre, master-planned residential and commercial community. Ms. Griffith also coordinated efforts with the planning team to incorporate project design features, development standards, design guidelines and a zoning ordinance.

- **Highland Fairview Corporate Park EIR (City of Moreno Valley)** – Managed the preparation of an EIR for a Tentative Parcel Map in the City of Moreno Valley. The TPM creates parcels on approximately one hundred-sixty (160) acres for two logistics buildings, two commercial projects, and future SR-60 right-of-way. The proposed industrial park that would include the Sketchers distribution center incorporated recycled construction materials, photovoltaic panels, and meet other "green" building standards. Built in three (3) phases, it would include the 1.8-million-square-foot Sketchers building in the first phase, a smaller logistics building and retail center in the second phase, and another retail center in the third phase.

- **Martell Business Park Master Plan Amendment FEIR (County of Amador)** – Managed the preparation of a FEIR for an amendment to the Martell Business Park Master Plan and zone change. The amendment and zone changes are update to the current business park master plan to reflect the actual development that has occurred within the planning area. This includes a re-designation of approximately fifteen (15) acres from light commercial to commercial land use. A boundary line adjustment between the medium manufacturing and light manufacturing land areas adds some permitted uses to the light manufacturing and medium manufacturing land use areas

EDUCATION:
Business Management
University of Phoenix, Fountain Valley, CA
Business Administration Curriculum
Long Beach City College, Long Beach, CA
Orange Coast College, Costa Mesa, CA

REGISTRATION:
Real Estate License, California

EXPERIENCE:
Working in the right-of-way profession since 1987, Mr. Mendoza has served as project manager and principal negotiator on hundreds of projects, including redevelopment, school construction, water facilities, road improvement, public and private utilities, telecommunications, private developments, cost estimates, permitting and land dispositions. As Senior Project Manager for Overland, Pacific & Cutler, Inc. his ability to meet project challenges is the result of his extensive resources and knowledge of federal, state and local acquisition, relocation, environmental and redevelopment law and the condemnation process. Mr. Mendoza specializes in transportation, school district, community and redevelopment, water and special district projects. His areas of expertise include overall project management, budgeting, and project cost estimates; part- and full-take acquisitions; commercial, residential and industrial relocation assistance projects; eminent domain support; and appraisal review. Mr. Mendoza currently manages the right-of-way acquisition program for the Orange County Transportation Authority's SR-22 Improvement Project, Imperial Highway Smart Street Project, Hamner Avenue Widening Project, Moulton Parkway Smart Street Project and Pigeon Pass Widening Project. Specific assignments have included the following:

- **Local Public Agencies** – He has managed several projects for public agencies involving railroad access, realignment and noise attenuation including projects for the City of Irvine, Orange County Transportation Authority, WorldPort Los Angeles, City of Long Beach and City of San Juan Capistrano. As a project manager, he has managed municipal right-of-way intersection improvement and street widening projects for the City of Los Angeles, City of Moreno Valley, City of Murrieta, City of Norco, City of Mission Viejo, City of Los Alamitos, City of Stanton and the City of Costa Mesa. Mr. Mendoza has also completed an alternative wind energy site acquisition project for the Los Angeles Department of Water & Power in the City of Tehachapi. Other notable projects under his leadership include GTE Telecommunications remote switching stations site location and acquisition and the Bolsa Chica Pipeline Project for Long Beach Oil and Gas Department.

- **Redevelopment & Economic Development** – Throughout Mr. Mendoza's career, he has been recognized as an invaluable asset in the performance of full-take acquisition projects for community and redevelopment agencies. His understanding of redevelopment law has enabled him to manage projects from inception to completion with outstanding results. Mr. Mendoza has been a hands-on project manager for many of the Community Development Commission of the County of Los Angeles' projects including the West Altadena Shopping Center Project. He has also completed acquisition services for the Brentwood Village Project for the Garden Grove Agency for Community Development. Other notable community development agencies in which he has provided services include the San Gabriel RDA, Long Beach RDA, Signal Hill RDA, Ontario RDA, Inglewood RDA and Glendale Community Development.

Specific assignments for DMC Design Group, Inc. include the following:

- Right-of-Way Agent, Heacock Street Improvement Project (Moreno Valley, CA)
- Right-of-Way Agent, Alessandro Boulevard Improvement Project (Moreno Valley, CA)
- Right-of-Way Agent, Second Street Improvement Project (Norco, CA)

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
[X] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	[X] a. bid/offer/application b. initial award c. post-award	[X] a. initial b. material change **For Material Change Only:** year ___ quarter _____ date of last report _____

4. **Name and Address of Reporting Entity** [X] Prime [ ] Subawardee Tier _____, if known **Congressional District,** if known	5. **If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:** **UNKNOWN** **Congressional District,** if known
6. **Federal Department/Agency:**	7. **Federal Program Name/Description:** **CFDA Number,** if applicable _____
8. **Federal Action Number,** if known: **UNKNOWN**	9. **Award Amount,** if known: **N/A**
10. a. **Name and Address of Lobby Entity** (If individual, last name, first name, MI) **NONE**	b. **Individuals Performing Services** (including address if different from No. 10a) (last name, first name, MI) **N/A**
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ Print Name: **DAVID M. COSPER, P.E., Q.S.D.** Title: **PRINCIPAL ENGINEER** Telephone No.:**(951) 549-8100 x.706** Date: **02/17/2011**

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Standard Form LLL Rev. 06-04-90
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Certification for Contracts, Grants, Loans, and Cooperative Agreements
(Federal Fiscal Year January 1 2011 to December 31, 2011)

I, , hereby certify on behalf
(Name and Title of Grantee official)

David M. Cosper, P. E., Q.S.D, Principal

Of **DMC Design Group, Inc.,** that
(Name of Grantee)

David M. Cosper

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, of cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, an cooperative agreements) which exceed $100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more that $100,000 for each such failure.

Executed this 17th of January, 2011.

By: _____
(Signature of authorized official)

Principal
(Title of authorized official)

U:\CAPPROJ\BOILER\Consultant\RFP\Boiler-RFPAttachement-Form LLL.doc

Item No. A.7

MV00198891

LIST OF SUBCONSULTANTS

PROJECT NAME: **PROFESSIONAL DESIGN CONSULTANT SERVIC ES FOR STORM DRAIN IMPROVEMENTS IN MORENO TOWNSITE AREA BETWEEN ALESSANDRO BLVD. AMD DRAINAGE FACILITY F**

PROJECT NO: **11-12566730**

CONSULTANT NAME: **DMC DESIGN GROUP, INC.**

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK
HILLTOP GEOTECHNICAL, INC.	Geotechnical Investigations
TELEPHONE ***(909) 890-9079***	
ADDRESS ***27210 EAST THIRD STREET***	
CITY, STATE ZIP ***HIGHLAND, CA 92346***	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK
PMC WORLD, INC.	Environmental Clearance and Studies
TELEPHONE ***(310) 818-7222***	
ADDRESS ***21171 S. WESTERN AVENUE, SUITE 200***	
CITY, STATE ZIP *TORRANCE, CA 90501*	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK
OVERLAND, PACIFIC & CULTER, INC.	Right-of-Way Real Estate Services
TELEPHONE ***(562) 304-2000***	
ADDRESS ***100 W. BROADWAY, SUITE 500***	
CITY, STATE ZIP ***LONG BEACH, CA 90802***	

Duplicate this form as necessary to report all subconsultant(s) information.

DMC Design Group, Inc.
Maple Centre
170 N. Maple St., Suite 101
Corona, CA 92880

(951) 549-8100 Fax (951) 549-8102

February 17, 2011

Quang Nguyen, P.E.—Senior Engineer
City of Moreno Valley
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805

RE Proposal For Professional Design Consultant Services For Storm Drain Improvements In Moreno Townsite Area Between Alessandro Boulevard and Drainage Facility Line F, Project No. 11-12566730 (Revised 3/25/2011)

Dear Mr. Nguyen:

DMC Design Group will provide the following services, as outlined in our February 17, 2011 proposal for the referenced project for the following fixed price "Not to Exceed" fee:

	Task	Not to Exceed Fees	
		Total Project	Addendum No. 1 Reduced Project Scope
Task 1	Project Management	$15,980	$15,980
Task 2	Research	$2,860	$2,860
Task 3	Topographic/Boundary Surveys	$8,920	$8,920
Task 4	Base Mapping	$3,300	$3,300
Task 5	Utility Coordination	$16,280	$16,280
Task 6	Right of Way Support	$9,840	$9,840
Task 7	Easement Acquisitions (Optional, Fee Not Included)	$0	$0
Task 8	Environmental Clearance	$28,035	$0
Task 9	Special Studies	$33,560	$33,560
Task 10	Plans, Specifications and Estimates	$31,900	$0
Task 11	Riverside County Flood Control Coordination	$2,820	$0
Task 12	Bid/Construction Support Services	$3,680	$0
Task 13	As-Built Plans	$2,140	$0
Task 14	Project GASB Documentation	$780	$0
Task 15	Data Transfer	$1,000	$0
Task 16	Assigned Services As Directed by City (Optional)	$4,995	$4,995
	DIRECT COSTS	$5,926	$1,991
	TOTAL	**$172,016**	**$97,726**

Attached are a Schedule of Hourly Rates and a Resource Matrix detailing each resource's hourly assignments to each task.

Additional/Optional Item

Each Additional Utility Potholes	$1,100
Each Additional Plat Maps/Legal Descriptions	$1,500

We look forward to working with the City of Moreno Valley Capital Project Division and would very much like to discuss providing our engineering services on the proposed storm drain improvements to Moreno Townsite. Should you have any questions or concerns, do not hesitate to contact me.

Sincerely,
DMC Design Group, Inc.

David M. Cosper, P.E.
Principal

ATTACHMENT Schedule of Hourly Rates
Resource Matrix

MARCH 25, 2011

PROFESSIONAL DESIGN CONSULTANT SERVICES
STORM DRAIN IMPROVEMENTS IN MORENO TOWNSITE
BETWEEN ALESSANDRO BOULEVARD AND DRAINAGE FACILITY F
PROJECT NO. 11-12566730
(REVISED 3/25/2011)

TASK	DESCRIPTION	DMC DESIGN GROUP, INC.									TOTAL LABOR
		PROJECT MANAGER	PROJECT ENGINEER	DESIGN ENGINEER	CADD OPERATOR	TECHNICIAN	SURVEY MANAGER	2-MAN SURVEY TEAM	UTILITY COORDINATOR	WORD PROCESSOR	
Task 1	**Project Management**										
	Task 1.01 Project Kick-Off Meeting	4	4						4	4	16
	Task 1.02 Project Meetings (24)	48	24						16	24	112
	Task 1.03 Monthly Project Updates (9)	8									8
Task 2	**Research**		2			24			8	8	42
Task 3	**Topographic/Boundary Surveys**						8	40			48
Task 4	**Base Mapping**		2	8	24						34
Task 5	**Utility Coordination**				16				20	8	44
Task 6	**Right of Way Support**										
	Task 6.01 Right of Way Map				16						16
	Task 6.02 Right of Way Documents (12)		4	48	24					8	84
Task 7	**Easement Acquisitions (Optional, Fee Not Included)**										0
Task 8	**Environmental Clearance (Optional)**		4	8		16				8	36
Task 9	**Special Studies**										
	Task 9.01 Drainage Study		16	40						8	64
	Task 9.02 Storm Drain Alignment Concept Plans		4	24	64						92
	Task 9.03 Geotechnical Study		4								4
Task 10	**Prepare Final PS&E Documents (Optional)**										
	Task 10.01 Plans (50)		8	36	240				4		288
	Task 10.02 Specifications		4	16						8	28
	Task 10.03 Estimates		4	16							20
Task 11	**RCFC Coordination (Optional)**		16			8				4	28
Task 12	**Bid/Construction Support (Optional)**		2	16	16					4	38
Task 13	**As-Built Plans (Optional)**		2	4	16						22
Task 14	**GASB Documentation (Optional)**		2			8					10
Task 15	**Document Transfer (Optional)**		2			8				4	14
Task 16	**Unassigned Services as Directed by City**	2	4	8	16	17			4	8	59
	Total Hours	62	108	224	432	81	8	40	56	96	1107

MV00198895

MARCH 25, 2011

PROFESSIONAL DESIGN CONSULTANT SERVICES
STORM DRAIN IMPROVEMENTS IN MORENO TOWNSITE
BETWEEN ALESSANDRO BOULEVARD AND DRAINAGE FACILITY F
PROJECT NO. 11-12566730
(REVISED 3/25/2011)

TASK	DESCRIPTION	DMC DESIGN GROUP, INC											
		PROJECT MANAGER	PROJECT ENGINEER	DESIGN ENGINEER	CADD OPERATOR	TECHNICIAN	SURVEY MANAGER	2-MAN SURVEY TEAM	UTILITY COORDINATOR	WORD PROCESSOR	TOTAL LABOR	LABOR COST	TOTAL TASK COST
Task 1	Project Management												
	Task 1.01 Project Kick-Off Meeting	4	4						4	4	16	$1,680	$1,680
	Task 1.02 Project Meetings (24)	48	24						16	24	112	$10,080	$10,080
	Task 1.03 Monthly Project Updates (9)	8									8	$1,240	$1,240
Task 2	Research		2			24			8	8	42	$2,660	$2,660
Task 3	Topographic/Boundary Surveys						8	80			88	$8,020	$8,020
Task 4	Base Mapping		2	8	24						34	$3,300	$3,300
Task 5	Utility Coordination				16				20	8	44	$3,360	$10,280
Task 6	Right of Way Support												
	Task 6.01 Right of Way Map				16						16	$1,440	$1,440
	Task 6.02 Right of Way Documents (12)		4	48	24					8	84	$8,400	$8,400
Task 7	Easement Acquisitions (Optional, Fee Not Included)										0	$0	$0
Task 8	Environmental Clearance (Optional)		4	8		16				8	36	$2,880	$26,095
Task 9	Special Studies												
	Task 9.01 Drainage Study		16	40						8	64	$6,920	$6,920
	Task 9.02 Storm Drain Alignment Concept Plans		4	24	64						92	$8,920	$8,920
	Task 9.03 Geotechnical Study		4								4	$520	$17,720
Task 10	Prepare Final PS&E Documents (Optional)												
	Task 10.01 Plans (50)		8	36	240				4		288	$26,900	$26,900
	Task 10.02 Specifications		4	16						8	28	$2,720	$2,720
	Task 10.03 Estimates		4	16							20	$2,260	$2,260
Task 11	RCFC Coordination (Optional)		16			8				4	28	$2,020	$2,020
Task 12	Bid/Construction Support (Optional)		2	16	16					4	38	$3,680	$3,680
Task 13	As-Built Plans (Optional)		2	4	16						22	$2,140	$2,140
Task 14	GASB Documentation (Optional)		2			8					10	$760	$760
Task 15	Document Transfer (Optional)		2			6				4	12	$1,000	$1,000
Task 16	Unassigned Services as Directed by City	3	4	8	16	17			4	8	56	$4,905	$4,905
	Total Hours	62	108	224	432	61	8	40	56	96	1107	$110,835	$166,090
	HOURLY RATE	$155.00	$130.00	$110.00	$80.00	$85.00	$115.00	$200.00	$75.00	$55.00		DIRECT COSTS	$5,926
	TOTAL LABOR COSTS	$9,610	$14,040	$24,640	$35,880	$5,265	$920	$8,000	$4,200	$5,280		TOTAL	$172,016

SUBCONSULTANTS

TASK 5 - SAF-R-DIG (20 UTILITY POTHOLES $600/POTHOLE)	$12,000
TASK 9.02 - HILLTOP GEOTECHNICAL SERVICES	$16,000
TASK 8 - ENVIRONMENTAL CLEARANCE (APE MAP)	$2,200
TASK 8 - ENVIRONMENTAL CLEARANCE (AIR QUALITY REPORT)	$1,760
TASK 8 - ENVIRONMENTAL CLEARANCE (NOISE)	$2,700
TASK 8 - ENVIRONMENTAL CLEARANCE (CULTURAL RESOURCES)	$3,200
TASK 8 - ENVIRONMENTAL CLEARANCE (PALEONTOLOGICAL RESOURCES TECH STUDY)	$2,100
TASK 8 - ENVIRONMENTAL CLEARANCE (BIOLOGIACAL RESOURCES)	$4,600
TASK 8 - ENVIRONMENTAL CLEARANCE (WETLANDS DELINEATION)	$3,500
TASK 8 - ENVIRONMENTAL CLEARANCE (PREPARE DRAFT/FINAL IS/MND)	$3,200
Subtotal	$51,400
7.5% Mark-Up on Subconsultants	$3,855
Total on Subconsultants	$55,255

DIRECT COSTS

REPRODUCTIONS - SPECIAL STUDIES (3 COPIES *50 PPG*3 REPORTS@$0.25/SHEET)	$113
REPRODUCTIONS - 35% PLANS (4 COPIES*10 SHEETS*$6/SHEET)	$240
REPRODUCTION - 65% PS&E'S (4 COPIES*48 SHEETS*$6/SHEET+4 COPIES OF SPECS)	$1,080
PICTURES/VIDEOS	$1,000
Subtotal - Direct Costs	$5,513
7.5% Mark-Up on Direct Costs	$413
Total Direct Costs	$5,926

SCHEDULE OF HOURLY BILLING RATES

OFFICE PERSONNEL

Principal	$185.00/hr
Project Manager	$155.00/hr
Project Engineer	$130.00/hr
Design Engineer	$110.00/hr
Electrical Engineer	$110.00/hr
Traffic Engineer	$110.00/hr
Structural Engineer	$110.00/hr
CADD Manager	$110.00/hr
CADD Operator	$90.00/hr
Utility Coordinator	$75.00/hr
Technician	$65.00/hr
Word Processor	$55.00/hr

FIELD PERSONNEL

Construction Manager	$155.00/hr
Resident Engineer	$145.00/hr
Inspection Manager	$140.00/hr
Survey Manager	$115.00/hr
Two-Man Survey Party w/ Vehicle & Equipment	$200.00/hr
Three-Man Survey Party w/ Vehicle & Equipment	$310.00/hr
Field Technician	$90.00/hr
Public Works Inspector	$120.00/hr

Outside services, subconsultants and direct costs are billed at cost plus 7.5% for administration, coordination and handling. Scheduled overtime will be billed at 125% of hourly billing rates. Terms are net thirty (30) days with 1.5% per month interest charges. The above schedule is for straight time hours.

(Revised 3/25/2011)

EXHIBIT C

CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed **$247,786.00**.
2. The consultant will submit an invoice to the City once a month for work completed based on milestones completed and accepted by the City, which documentation evidencing milestones completed to date (refer to milestones identified in Section VIII, Payment to Consultant in Exhibit "A" – City's Request for Proposal). At no time will the City pay for more services than have been satisfactorily completed, and the City Engineer's (or his/her representative's) determination of the amount due for any progress payment shall be final.
3. The Consultant's invoice shall include all subconsultant invoices for the same period as the Consultant's invoice.
4. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of completing the referenced milestones as determined by the City.

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MV00198900

Budget Appropriation Adjustment Form

1 Date: March 29, 2011
2 Department: Public Works
3 Division: Captial Projects Division

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552
www.moval.org

4 ***Type of Adjustment:***

5 ◉ A) New/Additional Appropriations (Expense) from Reserves/Fund Balance
6 Required Signatures: 1: City Council

7 ○ B) New/Additional Appropriations (Expense) with offsetting Revenue (no net budgetary impact).
8 Required Signatures: 1: Requestor 2: Dept. Head 3: Bdgt. Officer 4: FASD Director 5: City Manager

9 ○ C) Transfers between Funds & Departments (no net budgetary impact)
10 Required Signatures: 1: Requestor 2: Dept. Head 3: Bdgt. Officer 4: FASD Director 5: City Manager

Council Action Date

11 ○ D) Transfers between Capital Improvement Plan (CIP) projects (no net budgetary impact)
12 Required Signatures: 1: Requestor 2: Dept. Head 3: Bdgt. Officer 4: FASD Director 5: City Manager

Council Action No.

13 ○ E) Transfers between Division, Business Units & Object Codes within the same Department & Fund (no net budgetary impact)
14 Required Signatures: 1: Requestor 2: Dept. Head 3: Bdgt. Officer 4: FASD Director

15 ○ Revenue ◉ Fund Balance

16 Fund	Program/ Business Unit	Account/ Object Code	Current Budget	Increase/ (Decrease)	Revised/ Budget	Justification/Reason for Budget Appropriation Adjustment
17 125	125	3911	$1,328,597	($430,000)	$898,597	The City received a supplemental HMPG grant approval of $322,000 for a total of $1,500,000 in federal-aid funding. The additional grant funding requires a corresponding increase in the City match requirement.
18					$0	
19					$0	
20					$0	
21	TOTAL		$1,328,597	($430,000)	$898,597	

22 ***Expense***

23 Fund	Program/ Business Unit	Account/ Object Code	Current Budget	Increase/ (Decrease)	Revised/ Budget	Justification/Reason for Budget Appropriation Adjustment
24 125	85523	7200	$505,734	$108,000	$613,734	The City received a supplemental HMPG grant approval of $322,000 for a total of $1,500,000 in federal-aid funding. The additional grant funding requires a corresponding increase in the City match requirement.
25 125	66730	7200	$1,178,000	$322,000	$1,500,000	
26					$0	
27					$0	
28	TOTAL		$1,683,734	$430,000	$2,113,734	

29 ***Transfer OUT (From)***

30 Fund	Program/ Business Unit	Account/ Object Code	Current Budget	Increase/ (Decrease)	Revised/ Budget	Justification/Reason for Budget Appropriation Adjustment
31		6923			$0	
32		6923			$0	
33	TOTAL		$0	$0	$0	

34 ***Transfer IN (To)***

35 Fund	Program/ Business Unit	Account/ Object Code	Current Budget	Increase/ (Decrease)	Revised/ Budget	Justification/Reason for Budget Appropriation Adjustment
36		4701			$0	
37		4701			$0	
38	TOTAL		$0	$0	$0	

39 Prepared by: Requestor	Linda Wilson LW	Extension: 3132	Date: 03/29/11
40 Authorization: Department Head		Extension:	Date:
41 Approval as to Funds: Budget Officer		Extension:	Date:
42 Authorization: Fin. & Admin. Svcs. Dir.		Extension:	Date:
43 Authorization: City Manager		Extension:	

Item No. A.7

MV00198901

R09410

CITY OF MORENO VALLEY
Trial Balance Report

3/29/2011 14:51:10
Page - 1

As of Date - 2/28/2011

Co	Account Number	LD	Description	Prior Year-End Balance	Postings This Period	Postings Year-To-Date	Current Balance
00125	125. A	1	MEASURE "A" FUND				
00125	125. B	2	MEASURE "A" FUND				
00125	125.1000	4	ASSETS AND OTHER DEBITS				
00125	125.1001	5	CASH AND INVESTMENTS				
00125	125.1002	6	Cash in Bank	5,924,550.24			5,924,550.24
00125	125.1002.99999	7	Inter-Co Cash	4,455,978.46	52,815.59-	547,704.66	5,003,683.12
			Cash in Bank	10,380,528.70	52,815.59-	547,704.66	10,928,233.36
			CASH AND INVESTMENTS	10,380,528.70	52,815.59-	547,704.66	10,928,233.36
00125	125.1070	5	ACCOUNTS RECEIVABLE				
00125	125.1072	6	A/R -General	783,536.87	777.00	782,759.19-	777.68
			A/R -General	783,536.87	777.00	782,759.19-	777.68
			ACCOUNTS RECEIVABLE	783,536.87	777.00	782,759.19-	777.68
00125	125.1100	5	OTHER RECEIVABLES				
00125	125.1104	6	Due from Other Govts/Agencies	769,592.21		769,592.21-	
			OTHER RECEIVABLES	769,592.21		769,592.21-	
			ASSETS AND OTHER DEBITS	11,933,657.78	52,038.59-	1,004,646.74-	10,929,011.04
00125	125.2000	4	LIABILITIES & OTHER CREDITS				
00125	125.2001	5	ACCOUNTS PAYABLE				
00125	125.2002	6	Accounts Payable	216,130.95-	106,659.62	212,350.25	3,780.70-
			Accounts Payable	216,130.95-	106,659.62	212,350.25	3,780.70-
			ACCOUNTS PAYABLE	216,130.95-	106,659.62	212,350.25	3,780.70-
00125	125.2021	5	RETENTIONS PAYABLE - HEADER				
00125	125.2022	6	Retentions Payable	128,719.18-	1,397.90-	6,986.81-	135,705.99-
			RETENTIONS PAYABLE - HEADER	128,719.18-	1,397.90-	6,986.81-	135,705.99-
00125	125.2100	5	OTHER ACCRUED LIABILITIES				
00125	125.2110	7	Payroll & Benefits Accrual	24,207.24-		24,207.24	
			Accrued Payroll Liability	24,207.24-		24,207.24	
			OTHER ACCRUED LIABILITIES	24,207.24-		24,207.24	
00125	125.2400	5	DEFERRED REVENUES				
			LIABILITIES & OTHER CREDITS	369,057.37-	105,261.72	229,570.68	139,486.69-
00125	125.3000	4	FUND EQUITY				
00125	125.3001	5	INCOME SUMMARY				
00125	125.3104	5	FUND BALANCE, RESERVED				
00125	125.3106	6	Reserve-Encumbrances	1,550,473.00-			1,550,473.00-
			FUND BALANCE, RESERVED	1,550,473.00-			1,550,473.00-
00125	125.3111	5	FUND BALANCE-UNRES.,DES.				
00125	125.3202	6	Designated - Continuing Approp	8,465,530.00-			8,465,530.00-
			FUND BALANCE-UNRES.,DES.	8,465,530.00-			8,465,530.00-
00125	125.3910	5	FUND BAL.-UNRESERVED,UNDESIGNA				
00125	125.3911	6	Fund Bal.-Unres.,Undes.	1,548,597.41-			1,548,597.41-
			FUND BAL.-UNRESERVED,UNDESIGNA	1,548,597.41-			1,548,597.41-

2/8/11 CC Agenda 220,000
1,328,597.41 -

Co	Account Number	LD	Description	Prior Year-End Balance	Postings This Period	Postings Year-To-Date	Current Balance
			FUND EQUITY	11,564,600.41-			11,564,600.41-
			MEASURE "A" FUND		53,223.13	775,076.06-	775,076.06-
00125	1250. B	2	MEASURE "A" FUND				
00125	1250.4500	4	REVENUE - MISCELLANEOUS				
00125	1250.4555	5	Reimbursement Agreement			29,171.15-	29,171.15-
00125	1250.4556.10	6	Interest Income - Investments		20,884.13-	159,772.68-	159,772.68-
			INTEREST INCOME		20,884.13-	159,772.68-	159,772.68-
00125	1250.4574	5	Other Misc. Revenue		93.10-	7,532.87-	7,532.87-
			REVENUE - MISCELLANEOUS		20,977.23-	196,476.70-	196,476.70-
00125	1250.4600	4	REVENUE - INTERGOVERNMENTAL				
00125	1250.4650	5	RCTC Sales Tax		249,362.02-	1,231,668.50-	1,231,668.50-
00125	1250.4659.2	6	Fed Reimb-Capital		777.00-	777.67-	777.67-
			Federal Reimbursements		777.00-	777.67-	777.67-
			REVENUE - INTERGOVERNMENTAL		250,139.02-	1,232,446.17-	1,232,446.17-
00125	1250.4700	4	REVENUE - TRANSFERS				
			MEASURE "A" FUND		271,116.25-	1,428,922.87-	1,428,922.87-
			MEASURE "A" FUND		217,893.12-	2,203,998.93-	2,203,998.93-
			Grand Total		217,893.12-	2,203,998.93-	2,203,998.93-

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MV00198904

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: April 26, 2011

TITLE: APPROVE THE CITY OF MORENO VALLEY'S FIVE-YEAR MEASURE "A" LOCAL STREETS AND ROADS CAPITAL IMPROVEMENT PLAN (CIP) AND MAINTENANCE OF EFFORT (MOE) CERTIFICATION STATEMENT FOR THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC) MEASURE "A" LOCAL FUNDS PROGRAM, FISCAL YEAR (FY) 2012-2016

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the City of Moreno Valley's Five-Year Measure "A" Local Streets and Roads CIP and MOE for the RCTC Measure "A" Local Funds Program, FY 2012-2016.

2. Authorize submittal of the RCTC Measure "A" Local Streets and Roads CIP and MOE for the RCTC Measure "A" Local Funds Program, FY 2012-2016.

3. Authorize staff to submit an amended five-year plan to RCTC if changes are made by City Council to the listed Measure "A" projects as part of the upcoming FY 2011/12 budget approval process.

BACKGROUND

The Riverside County Transportation Commission Ordinance No. 02-001, as enacted pursuant to the provisions of Division 25 of the Public Utilities Code, specifies that local cities and counties must submit an annual Five-Year CIP to receive Measure "A" funds. RCTC requires local agencies to submit their 2012-2016 Five Year CIP for Measure "A" by May 13, 2011. The program is subject to amendment after review and approval by RCTC.

The City of Moreno Valley has received Measure "A" funds (local sales tax) for expenditures on local streets since November 1989.

DISCUSSION

Measure "A" is a major funding source for transportation infrastructure improvements. The total amount of funding received from FY 1989/90 through FY 2009/10 is $59.8 million. The City is scheduled to receive $2,461,000 in Measure "A" revenue by FY 2010/11 year-end and $2,480,000 in funding for FY 2011/12. The City's Measure "A" Fund Balance also receives revenue from several supplementary sources:

- Interest income
- Federal-aid awards
- State grants
- County/Local grants
- Sale of plans and specs

The total revenue received from these integral funding sources since FY 1989/90 is in excess of $28 million. Because Measure "A" funds are used to provide required City matching funds for federal, state and county transportation grant awards, the reimbursement from these grants is deposited into the Measure "A" Fund Balance. The sale of plans and specs for projects going out to bid is designated as an additional source of income although this revenue recoups the cost incurred in the printing and publishing of the documents. The income received from these supplemental revenue sources, combined with the annual Measure "A" revenue from RCTC provides the funding to construct multi-million dollar projects.

RCTC requires all local jurisdictions to submit an annual five-year CIP for continued receipt of Measure "A" Local Streets and Roads funds. As required by RCTC, the attached tables include the actual FY 2010/11 Measure "A" budget approved by Council, as well any budget appropriation adjustments during the fiscal year. Additional tables include proposed projects for FY 2011/12 and planned projects for FY 2012/13 through FY 2015/16. The listed projects are consistent with the City's Capital Improvement Program. All identified projects meet the criteria for Measure "A" funding.

The projects are included in the Measure "A" Five-Year CIP to satisfy RCTC Ordinance No. 02-001. Although RCTC requires this information by May 13, 2011, the City Council may make any changes to the list of projects as part of the City's annual budget approval process. City staff can forward the amended Measure "A" project list to RCTC once the City's budget is approved.

RCTC Ordinance No. 02-001 also requires the City to provide an executed MOE Certification Statement indicating that Measure "A" funds will not replace local discretionary funds used for the City's transportation issues, but will be in addition to the City's funds for transportation purposes.

ALTERNATIVES

1. Approve the City of Moreno Valley's Five-Year Measure "A" Local Streets and Roads CIP and MOE for the RCTC Measure "A" Local Funds Program, FY

2012-2016, authorize submittal of the RCTC Measure "A" Local Streets and Roads CIP and MOE for the RCTC Measure "A" Local Funds Program, FY 2012-2016, and authorize staff to submit an amended five-year plan to RCTC if changes are made by City Council to the listed Measure "A" projects as part of the upcoming FY 2011/12 budget approval process. *This alternative supports a major funding source for roadway and other infrastructure improvements.*

2. Do not approve the City of Moreno Valley's Five-Year Measure "A" Local Streets and Roads CIP and MOE for the RCTC Measure "A" Local Funds Program FY 2012-2016, do not authorize submittal of the RCTC Measure "A" Local Streets and Roads CIP and MOE for the RCTC Measure "A" Local Funds Program, FY 2012-2016, and do not authorize staff to submit an amended five-year plan to RCTC if changes are made by City Council to the listed Measure "A" projects as part of the upcoming FY 2011/12 budget approval process. *This alternative eliminates Measure "A" funding.*

FISCAL IMPACT

The timely approval and submittal of the Five-Year CIP by May 13, 2011, ensures continued receipt of Measure "A" funds for FY 2011/12. Measure "A" funds can only be used for transportation purposes.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

The City of Moreno Valley is required to submit an annual Five-Year CIP for Measure "A" projects and a MOE certification for continued receipt of Measure "A" funds.

ATTACHMENTS

ATTACHMENT "A" – MOE Certification Statement

ATTACHMENT "B" - Riverside County Transportation Commission, Measure "A" Local Streets and Roads Fund Program, FY 2011-2012 Approved Budget

ATTACHMENT "C" - Riverside County Transportation Commission, Measure "A" Local Streets and Roads Five Year CIP, FY 2012-2016

ATTACHMENT "D" – MOE Projection for FY 2010/11

Prepared By
Linda Wilson
Senior Management Analyst

Concurred By
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval
Chris Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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2010-2039 MEASURE A PROGRAM
MAINTENANCE OF EFFORT
CERTIFICATION STATEMENT

The undersigned hereby agrees and certifies for the City of Moreno Valley that sales tax transportation funds received pursuant to Ordinance No. 02-001 of the Riverside County Transportation Commission (Measure A – Local Streets and Roads) shall be used in compliance with the Commission's Maintenance of Effort Guidelines, and that the Agency shall not use such funds to replace discretionary General Funds previously expended by the Agency for local transportation (construction and maintenance) purposes. The Agency hereby acknowledges that the failure of the Agency to continue such local expenditure shall result in a loss of Measure A funds. Additionally, the Agency commits to expending Measure A Local Streets and Roads funds for projects listed in the Five Year Capital Improvement Program.

Enclosure: Agency Measure "A" 5-Year CIP

_____
Henry Garcia, City Manager

_____
Date

Attachment "A"

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MV00198910

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
PROJECT STATUS REPORT FY 2010-2011

Agency: City of Moreno Valley
Page 1 of 2
Prepared by: Linda Wilson
Phone No: 951-413-3132
Date: May 13, 2011

Fiscal Year 2010/2011

Item No.	Business Unit	Project Name/Limits	Project Type	Total Cost 1,000s	Measure A Funding	Estimated Completion	Status
1	54150	Measure A Program Budget Provide cost effective administrative functions for essential transportation projects and services: annual update of 5-Year CIP, revisions to Standard Plans, annual update to DBE specifications, development of DBE AADPL, preparation of grant applications, quarterly utility coordination, MSHCP reporting, and project engineering and right of way services for unfunded new projects.	Program Budget	437	437	NA	On-going annual program
2	54160	Ensure the safety and convenience of pedestrians using City sidewalks and ensure the proper drainage of City streets by keeping all City sidewalks,	Program Budget	348	348	Jun-11	Will be funded by Gas Tax revenue in subsequent years.
3	54170	City-Wide Signing and Striping Maintain City traffic control devices including signs, legends, striping and pavement markings.	Program Budget	789	789	Jun-11	Will be funded by Gas Tax revenue in subsequent years.
4		Indirect Cost Rate Estimated amount of overhead costs to be distributed to Measure A projects based on projected revenue of $2,461,000.	Overhead	197	197	NA	On-going
5	66629	Annual ADA Compliant Curb Ramp Upgrades	Street Improvements	359	359	NA	On-going program for design and construction of ADA compliant curb ramps.
6	67524	Aqueduct Bikeway Improvement/Indian St. to Fay Ave.	Park	16	16	Oct-09	Project completed October 2009. Carryover funds were for a one-year warranty period.
7	65320	Bicycle Lane Class II bike lanes along John F. Kennedy Dr. and Lasselle St. (south of Krameria Ave).	Street Improvements	49	49	Mar-11	Design completed Fevruary 2011. Construction completed March 2011.
8	56330	Citywide Annual Pavement Resurfacing Programn	Street Improvements	6,380 [1]	1,037	NA	On-going annual program.
9	66628	Cottonwood Ave./Pattilynn Dr. School Crossing Traffic Signal	Traffic Signal	12	12	Feb-10	Project completed February 2010. Carryover funds were for a one-year warranty period.
10	67129	Dracaea Ave. Sidewalk/Morrison St. to Mascot Ln.	Street Improvements	239 [3]	29	Nov-10	Design completed September 2010. Construction schedule: February 2011 to June 2011.
11	66825	Heacock St. Bridge/PVSD Lateral "A"	Bridge	2,592 [2]	303		Design completed January 2011. Construction schedule: May 2011 to February 2012.
12	66729	Heacock Street South Extension	Street Improvements	34	34	Oct-13	Alignment completed December 2010. Complete traffic analysis June 2011; environmental December 2011; design December 2012 and construction October 2013.
13	82828	Indian St./Alessandro Blvd Sidewalk Improvements	Street Improvements	168 [4]	17	Jul-10	Construction: May 2010 to July 2010.
14	56331	Indian Street Bicycle Lanes/Iris Avenue to Katrina Street	Street Improvements	169 [5]	17	Feb-11	Design: March 2011 to June 2011 Construction: August 2011 to September 2011
15	66630	Lasselle St./Margaret Ave. Traffic Signal	Traffic Signal	48	48	Aug-11	Design and ROW complete. Construction: May 2011 to August 2011
16	66829	Nason St./Riverside Co. Regional Medical Center TS	Traffic Signal	270	270	Jul-11	Complete design April 2011. Complete ROW July 2011. Construction schedule: January 2011 to July 2011.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
PROJECT STATUS REPORT FY 2010-2011

Agency: City of Moreno Valley
Page 2 of 2
Prepared by: Linda Wilson
Phone No: 951-413-3132
Date: May 13, 2011

Fiscal Year 2010/2011

Item No.	Business Unit	Project Name/Limits	Project Type	Total Cost 1,000s	Measure A Funding	Estimated Completion	Status
17	84830	Pavement Rehabilitation Program (formerly Slurry Seal Program)	Resurface	144	144	NA	On-going annual program.
18	66627	Perris Blvd Southbound Lane to SR-60 Westbound On-Ramp	Street Improvements	482	482	Aug-11	Design completed. Construction: April 2011 to August 2011
19	67428	Pigeon Pass Rd. Widening/Climbing Rose Dr. to NCL	Street Improvements	23	23	Jul-09	Project completed July 2009. Carryover funds were for a one-year warranty period. Return remaining funds to Fund Balance.
20	66722	Reche Vista Dr. Realignment/Perris Blvd./Heacock St. to NCL	Street Improvements	516	516	Jun-12	Complete design, environmental and ROW: March 2011 Construction: October 2011 to June 2012
21	82824	Residential Traffic Management Program (Speed Hump Program)	Street Improvements	100	100	NA	On-going annual program for design and construction of speed humps.
22	89720	SR-60/Nason St. Interchange	Street Improvements	18,685 [6]	2,046	Jan-12	Construction schedule: February 2011 to January 2012.
23	66625	SR-60 Eastbound Ramps/Redlands Blvd. Traffic Signal	Traffic Signal	9	9	Apr-10	Project completed April 2010. Carryover funds were for a one-year warranty period.
24	85523 66730	Street Improvement Program (SIP) HMPG Grant	Street Improvements and Storm Drain	1,606 [7]	506	NA	On-going annual program. Includes installation of a storm drain in the middle of the Moreno Townsite Tract, between Redlands Boulevard and Merwin Street, from Alessandro Boulevard to existing Drainage Facility Line "F" in Redlands Boulevard. Construction to be completed April 2013.
25	67128	Sunnymead Boulevard/Frederick Street to Perris Boulevard	Street Improvement	129 [8]	-	Feb-11	Project completed February 2011.
26	85020	Surface Recycling	Rehabilitation	165	165	NA	On-going annual program.
			FY 2010/2011 Total	**33,966** *	**7,953** *		

* Includes FY 09/10 carryover funds.

[1] Prop 42 funding - $1,550,000; Prop 1B Funding - 3,793,337
[2] HBRRP Funds - $360,000 for design (fully reimbursed); $2,288,766 construction funding
[3] SR2S Grant - $215,820 (remaining balance - $90,000)
[4] SR2S Grant - $210,000
[5] BTA Award - $152,548
[6] STPL Construction Funds - $9,452,552; STPL Toll Credits - $1,224,678; Federal Demo Construction Funds - $3,377,416; Demo Toll Credits - $844,354; DIF Interchange Improvements - $1,740,000
[7] HMPG Grant - $1,100,000
[8] TE Grant - $1,416,000 (remaining balance $128,808)

MV00198912

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
FY 2012 - 2016

Agency: City of Moreno Valley
Page 1 of 6
Prepared by: Linda Wilson
Date: May 13, 2011

Fiscal Year 2011/12					
Item No.	**Business Unit**	**Project Name/Limits**	**Project Type**	**Total Cost 1,000s**	**Measure A Funding 1,000s**
1	54150	Measure A Program Budget	Program Budget	443	443
2		Indirect Cost Rate	Overhead	198	198
3	66629	Annual ADA Compliant Curb Ramp Upgrades	Street Improvements	300	300
4	56330	Citywide Annual Pavement Resurfacing Programn	Street Improvements	1,650	1,650
5	56332	Citywide Traffic Sign Retroreflectivity Inventory	Traffic Signal	75	75
6	67129	Dracaea Ave. Sidewalk/Morrison St. to Mascot Ln.	Street Improvements	48 [1]	0
7	66825	Heacock St. Bridge/Perris Valley Storm Drain Lateral "A"	Bridge	2,525 [2]	290
8	56333	Heacock Street Sidewalk/Atwood Avenue to Myers Avenue	Street Improvements	200	200
9	66729	Heacock Street South Extension	Street Improvements	144	144
10	82828	Indian St./Alessandro Blvd Sidewalk Improvements	Street Improvements	2 [3]	0
11	56334	Indian Street / Manzanita Avenue Intersection Reconfiguration	Street Improvements	25	25
12	56331	Indian Street Bicycle Lanes / Iris Avenue to Katrina Street	Street Improvements	144 [4]	14
13	56335	Kitching Street/Alessandro Boulevard to Gentian Avenue (Phase 3)	Street Improvements	300	300
14	66630	Lasselle St./Margaret Ave. Traffic Signal	Traffic Signal	28	28
15	66829	Nason St./Riverside Co. Regional Medical Center TS	Traffic Signal	300 [5]	50
16	84830	Pavement Rehabilitation Program (formerly Slurry Seal Pro	Resurface	130	130
17	66627	Perris Blvd SB Lane to SR-60 WB On-Ramp	Street Improvements	252	252
18	66722	Reche Vista Dr. Realignment/Perris Blvd./Heacock St. to N	Street Improvements	3,089	3,089

[1] SR2S Grant - $210,000 (remaining balance $47,710)
[2] HBRRP Funds - $360,000 for design (remaining balance - $78,983); $2,230,956 construction funding
[3] SR2S Grant - $215,820 (remaining balance - $2,000)
[4] BTA Award - $152,458
[5] DIF Traffic Signals - $250,000

Attachment "C"

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
FY 2012 - 2016

Agency: City of Moreno Valley
Page 2 of 6
Prepared by: Linda Wilson
Date: May 13, 2011

Fiscal Year 2011/12					
Item No.	**Business Unit**	**Project Name/Limits**	**Project Type**	**Total Cost 1,000s**	**Measure A Funding 1,000s**
19	82824	Residential Traffic Management Program (Speed Hump Pr	Street Improvements	50	50
20	89720	SR-60/Nason St. Interchange	Street Improvements	11,135 [6]	496
21	56336	Storm Drain Improvements/Day Street South of Cottonwood Avenue	Street & Storm Drain Imprv	250	250
22	85523 66730	Street Improvement Program (SIP) HMPG Grant	Street & Storm Drain Imprv	1,386 [7]	486
23	67128	Sunnymead Boulvedard/Frederick Street to Perris Boulevard	Street Improvements	12,808 [8]	0
24	85020	Surface Recycling	Rehabilitation	120	120
			FY 2011/12 Total	**35,602** *	**8,590** *

* Includes FY 2009/10 carryover funds.

[6] STPL Construction Funds - $9,452,552; STPL Toll Credits - $1,224,678; Federal Demo Construction Funds - $3,377,416; Demo Toll Credits - $844,354; DIF Interchange Improvements - $1,740,000
[7] HMPG Grant - $1,100,000
[8] TE Grant - $1,416,000 (remaining balance $128,808)

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
FY 2012 - 2016

Agency: City of Moreno Valley
Page 3 of 6
Prepared by: Linda Wilson
Date: May 13, 2011

Fiscal Year 2012/13					
Item No.	**Business Unit**	**Project Name/Limits**	**Project Type**	**Total Cost 1,000s**	**Measure A Funding 1,000s**
25	54150	Measure A Program Budget	Program Budget	448	448
26		Indirect Cost Rate	Overhead	204	204
27	66629	Annual ADA Compliant Curb Ramp Upgrades	Sidewalk Improvements	200	200
28	56330	Citywide Annual Pavement Resurfacing Program	Rehabilitation	1,250	1,250
29	56334	Indian Street/Manzanita Avenue Intersection Reconfigurati	Street Improvements	75	75
30	84830	Pavement Rehabilitation Program (formerly Slurry Seal Pr	Resurface	130	130
31	82824	Residential Traffic Management Program (Speed Hump Pr	Speed Hump	100	100
32	85523	Street Improvement Program (SIP)	Street Improvements	250	250
	85020	Surface Recycling	Rehabilitation	120	120
			FY 2012/13 Total	**2,777** *	**2,777** *

*** The projects listed have a recommended appropriation matching the projected revenue forecast by RCTC, dated February 28, 2011. The projects will include carryover from previous years and will be prioritized during the appropriate fiscal year as part of the City budget process.**

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
FY 2012 - 2016

Agency: City of Moreno Valley
Page 4 of 6
Prepared by: Linda Wilson
Date: May 13, 2011

Fiscal Year 2013/14					
Item No.	**Business Unit**	**Project Name/Limits**	**Project Type**	**Total Cost 1,000s**	**Measure A Funding 1,000s**
33	54150	Measure A Program Budget	Program Budget	452	452
34		Indirect Cost Rate	Overhead	210	210
35	66629	Annual ADA Compliant Curb Ramp Upgrades	Sidewalk Improvements	200	200
36	56330	Citywide Annual Pavement Resurfacing Program	Rehabilitation	1,250	1,250
37	84830	Pavement Rehabilitation Program (formerly Slurry Seal Pr	Resurface	130	130
38	82824	Residential Traffic Management Program (Speed Hump Pr	Speed Hump	100	100
39	85523	Street Improvement Program (SIP)	Street Improvements	250	250
40	85020	Surface Recycling	Rehabilitation	120	120
			FY 2013/14 Total	**2,712 ***	**2,712 ***

*** The projects listed have a recommended appropriation matching the projected revenue forecast by RCTC, dated February 28, 2011. The projects will include carryover from previous years and will be prioritized during the appropriate fiscal year as part of the City budget process.**

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
FY 2012 - 2016

Agency: City of Moreno Valley
Page 5 of 6
Prepared by: Linda Wilson
Date: May 13, 2011

Fiscal Year 2014/15					
Item No.	**Business Unit**	**Project Name/Limits**	**Project Type**	**Total Cost 1,000s**	**Measure A Funding 1,000s**
41	54150	Measure A Program Budget	Program Budget	457	457
42		Indirect Cost Rate	Overhead	217	217
43	66629	Annual ADA Compliant Curb Ramp Upgrades	Sidewalk Improvements	200	200
44	56330	Citywide Annual Pavement Resurfacing Program	Rehabilitation	1,250	1,250
45	84830	Pavement Rehabilitation Program (formerly Slurry Seal Pr	Resurface	130	130
46	82824	Residential Traffic Management Program (Speed Hump P	Speed Hump	100	100
47	85523	Street Improvement Program (SIP)	Street Improvements	250	250
48	85020	Surface Recycling	Rehabilitation	120	120
			FY 2014/15 Total	**2,724 ***	**2,724 ***

*** The projects listed have a recommended appropriation matching the projected revenue forecast by RCTC, dated February 28, 2011. The projects will include carryover from previous years and will be prioritized during the appropriate fiscal year as part of the City budget process.**

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
FY 2012 - 2016

Agency: City of Moreno Valley
Page 6 of 6
Prepared by: Linda Wilson
Date: May 13, 2011

Fiscal Year 2015/16					
Item No.	**Business Unit**	**Project Name/Limits**	**Project Type**	**Total Cost 1,000s**	**Measure A Funding 1,000s**
49	54150	Measure A Program Budget	Program Budget	461	461
50		Indirect Cost Rate	Overhead	223	223
51	66629	Annual ADA Compliant Curb Ramp Upgrades	Sidewalk Improvements	200	200
52	56330	Citywide Annual Pavement Resurfacing Program	Rehabilitation	1,250	1,250
53	84830	Pavement Rehabilitation Program (formerly Slurry Seal Pr	Resurface	130	130
54	82824	Residential Traffic Management Program (Speed Hump P	Speed Hump	100	100
55	85523	Street Improvement Program (SIP)	Street Improvements	250	250
56	85020	Surface Recycling	Rehabilitation	120	120
			FY 2015/16 Total	**2,734 ***	**2,734 ***

*** The projects listed have a recommended appropriation matching the projected revenue forecast by RCTC, dated February 28, 2011. The projects will include carryover from previous years and will be prioritized during the appropriate fiscal year as part of the City budget process.**

City of Moreno Valley
MOE Projection
FY 2010-11

Measure A - Local Streets and Roads Program

Fund	Description	2010-11 Projected Actuals
010	51310 Public Works Capital Projects Administration	0
010	53110 Public Works - Transportation Engineering	815,500
010	53310 Public Works - Traffic Signal Maintenance	704,500
010	54110 Public Works - Street Projects Engineering	8,900
010	56710 Public Works - Tree Trimming	20,400
121	Gas Tax Transfer from General Fund	150,000
		$1,699,300

ATTACHMENT "D"

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Michelle Dawson, Acting Assistant City Manager

AGENDA DATE: April 26, 2011

TITLE: Resolution No. 2011-35 A Joint Resolution of the City Council of the City of Moreno Valley, California and the City Council of the City of Perris, California Regarding the Redistricting of the Riverside County Supervisorial Districts

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. 2011-35 a joint resolution of the City Council of the City of Moreno Valley, California and the City Council of the City of Perris, California regarding the redistricting of the Riverside County Supervisorial Districts.

BACKGROUND

For county governments Elections Code § 21500 states that "Each decennial federal census, and using that census as a basis, the board shall adjust the boundaries of any or all of the supervisorial districts of the county so that the districts shall be as nearly equal in population as may be and shall comply with the applicable provisions of Section 1973 of Title 42 of the United States Code. In establishing the boundaries of the districts the board may give consideration to the following factors: a) topography, b) geography, c) cohesiveness, contiguity, integrity, and compactness of territory; and, d) community of interests of the districts."

The national census, conducted every 10 years (decennial), requires states, counties, and cities to redraw their districts to ensure residents are equally represented at all levels of government. The County of Riverside has formed the Redistricting Steering Committee 2011 to determine how to redraw the five County Board of Supervisors boundaries to ensure that each new district does not vary by more than 10 percent between the most and least populous district. It is the intent of the County leaders to have the variance between districts not exceed 5 percent.

DISCUSSION

Based on census figures released in early March, the target number of residents for each Riverside County District is 437,928 residents. In order to meet this target number Riverside County District 1 will need to increase by 15,601 residents, District 2 by 30,657 residents, and District 4 by 41,349 residents. District 3 will need to decrease by 79,925 residents and District 5, which includes the cities of Moreno Valley and Perris, will need to decrease by 7,683 residents.

During the redistricting process there is the possibility that the City of Moreno Valley could be split into two separate county districts, that the City could be moved completely into another district, or that the City of Perris could be removed from District 5. The Elections Code § 21500 does allow the County to consider the importance of geography, cohesiveness, and community interests during the redistricting process. It is these three items that the joint resolution focuses on so that the County will consider the importance of maintaining both cities in their current supervisorial district.

The City of Moreno Valley and the City of Perris are geographically connected and share a common city limit. Many City of Perris residents attend the Moreno Valley College located within Moreno Valley. Additionally, both cities have school sites located in the Val Verde Unified School District.

Additionally, the City of Perris contracts with the City of Moreno Valley for animal sheltering services. Moreno Valley Animal Shelter personnel also participate in several animal control activities and events located in the City of Perris throughout the year, furthering the City's partnership with Perris. In the past, the City of Perris has also jointly funded fire department personnel at the College Park Fire Station.

Furthermore, both the City of Moreno Valley and the City of Perris share a common interest in March Air Reserve Base both geographically and politically. Both cities have representatives on the March Joint Powers Authority Board for making decisions on land usage for the non-cantonment area of the base. The March Joint Powers Authority has been very active in planning and implementing new uses for the vacant land in and around March Air Reserve Base. Several projects are underway, such as March LifeCare, and it is critical that both Moreno Valley and Perris are maintained within the same Riverside County District for the management of this project as well as other current and future projects.

ALTERNATIVES

1) Adopt Resolution No. 2011-35 a joint resolution of the City Council of the City of Moreno Valley, California and the City Council of the City of Perris, California regarding the redistricting of the Riverside County Supervisorial Districts. *Staff recommends this alternative as remaining in District 5 is in the best interests of the City and retaining the City of Perris in District 5 is in the best interest of the community.*

2) Do not adopt Resolution No. 2011-35 a joint resolution of the City Council of the City of Moreno Valley, California and the City Council of the City of Perris, California regarding the redistricting of the Riverside County Supervisorial Districts and provide further direction to staff in regards to the redistricting of the County. *Staff does not recommend this alternative.*

FISCAL IMPACT

There is no fiscal impact to the general fund.

CITY COUNCIL GOALS

Advocacy. Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives, and goals to appropriate external governments, agencies and corporations.

ATTACHMENTS/EXHIBITS

Attachment A: Resolution No. 2011-35 A Joint Resolution of the City Council of the City of Moreno Valley, California and the City Council of the City of Perris, California Regarding the Redistricting of the Riverside County Supervisorial Districts.

Prepared By:
Cynthia Owens
Acting Assistant to the City Manager

Department Head Approval:
Michelle Dawson
Acting Assistant City Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00198924

CITY OF MORENO VALLEY
RESOLUTION NO. 2011-35

CITY OF PERRIS
RESOLUTION NO. 4392

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AND THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA REGARDING THE REDISTRICTING OF THE RIVERSIDE COUNTY SUPERVISORIAL DISTRICTS

WHEREAS, the Supervisors of Riverside County are elected from five districts within the County; and

WHEREAS, § 21500 of the California Elections Code provides that following each decennial federal census each county must adjust the boundaries of any or all supervisorial districts of the county so that the districts shall be as nearly equal in population as may be and shall comply with the applicable provisions of Section 1973 of Title 42 of the United States Code, as amended; and

WHEREAS, in an effort to ensure a fair and orderly process for redrawing the district boundaries and to promote public confidence in the process the County Board of Supervisors has created the Redistricting Steering Committee 2011 to determine how to redraw district lines based on the 2010 United States Census; and

WHEREAS, the Cities of Moreno Valley and Perris are geographically connected and share a common city limit; and

WHEREAS, the City of Perris contracts with the City of Moreno Valley for Animal Sheltering Services and the City of Moreno Valley participates in animal control activities in the City of Perris; and

WHEREAS, the Cities of Moreno Valley and Perris share common interest in March Air Reserve both geographically and politically and have a desire to remain in the same district to assure continued cohesiveness within this geographic area;

WHEREAS, the Cities of Moreno Valley and Perris share a community of interest in Moreno Valley College; and

WHEREAS, the Val Verde Unified School District oversees schools in both the Cities of Moreno Valley and Perris; and

WHEREAS, the Cities of Moreno Valley and Perris have jointly shared the funding of fire department personnel at the College Park Fire Station from 2003-2006; and

WHEREAS, the 2010 Census population has determined the population for Riverside County is such that there will be a need for redistricting among the five supervisorial districts; and

WHEREAS, the Cities of Moreno Valley and Perris recognize the importance of remaining in the same supervisorial district due to the common community of interests of both cities as well as the importance of that district to the cohesiveness and integrity of both communities;

NOW, THEREFORE, THE CITY COUNCILS OF THE CITIES OF MORENO VALLEY, CALIFORNIA, AND PERRIS, CALIFORNIA DO HEREBY RESOLVE AS FOLLOWS:

1. That Moreno Valley and Perris intensely support any effort to preserve both cities in their current supervisorial districts in Riverside County for the purposes of the 2011 redistricting.

2. That Moreno Valley and Perris strongly support their cities being completely incorporated into one supervisorial district and not split between two supervisorial districts for the 2011 redistricting.

3. That Moreno Valley and Perris formally oppose removing either City, whether partially or completely, from Riverside County Board of Supervisors District 5 in the 2011 redistricting.

4. That Moreno Valley and Perris authorizes their respective Councils and their city staffs to communicate their support for both cities to remain in the same supervisorial district in the 2011 redistricting.

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00198928

MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00198930

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and Members of the Moreno Valley City Council Acting in the Capacity of President and Board of Directors of the Moreno Valley Community Services District

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: April 26, 2011

TITLE: RESOLUTION TO AMEND MORENO VALLEY COMMUNITY SERVICES DISTRICT ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY

RECOMMENDED ACTION

Staff recommends that the City Council, acting in its capacity as the Board of Directors of the Moreno Valley Community Services District ("CSD Board"), approve and adopt Resolution No. CSD 2011-06 to amend General Management Policy #2.30, Moreno Valley Community Services District Zone D (Parkway Landscape Maintenance) Service Plan Policy.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

Since 1988, the CSD has been providing Zone D parkway landscape maintenance services to designated service areas throughout the City. The Zone D (Parkway Landscape Maintenance) Service Plan Policy provides guidelines for the maintenance of the Zone D service areas. The cost to provide the Zone D services is funded through CSD service charges that are annually collected on the property tax bill of those properties that directly receive benefit from the landscape maintenance services and have collectively authorized the CSD to do so.

DISCUSSION

In 2001, the CSD Board adopted General Policy #2.30, Zone D (Parkway Landscape Maintenance) Service Plan, to provide parkway landscape preservation through continued

maintenance services. On January 22, 2002 and January 24, 2006, the CSD Board approved Resolutions No. CSD 2002-01 and CSD 2006-01, respectively amending the Zone D (Parkway Landscape Maintenance) Service Plan Policy.

In an effort to further refine and define the Zone D policy, the following modifications are being proposed (See Exhibit A for the marked copy):

1. Modifying language to be consistent with other adopted policies;
2. Clarifying the guidelines and determination of maintenance service levels; and
3. Correcting Minor grammatical changes.

ALTERNATIVES

1. Adopt the proposed Resolution to amend the Zone D (Parkway Landscape Maintenance) Service Plan Policy. *By adopting the Resolution for the proposed amendments, the CSD Board will provide refined and clarified guidelines for Zone D.*

2. Do not adopt the proposed Resolution to amend the Zone D (Parkway Landscape Maintenance) Service Plan Policy. *By not adopting the Resolution for the proposed amendments, the CSD Board will continue to operate with policies that have vague references and incomplete procedural direction.*

FISCAL IMPACT

CSD Zone D (Parkway Landscape Maintenance) is structured to be a full cost recovery program offered to designated service areas. The revenues generated to fund landscape maintenance services are collected through annual parcel charges placed on the tax roll for those parcels receiving benefit. There is **no fiscal impact** on the General Fund for approving and adopting the amended policy.

CITY COUNCIL GOALS

Community Image, Neighborhood Pride, and Cleanliness
The Zone D services in the landscaped areas of the selected service areas shall allow the CSD to maintain the current appearance of the area.

Revenue Diversification and Preservation
The Zone D parcel charges are based upon actual costs, which include maintenance and administration expenses.

SUMMARY

The action before CSD Board is to approve and adopt the Resolution for the proposed amendments to the Moreno Valley Community Services District Zone D (Parkway Landscape Maintenance) Service Plan Policy.

NOTIFICATION

N/A

EXHIBITS

Exhibit A: Amended Moreno Valley Community Services District Zone D (Parkway Landscape Maintenance) Service Plan Policy – Marked Copy

Exhibit B: Proposed Resolution amending the Moreno Valley Community Services District Zone D (Parkway Landscape Maintenance) Service Plan Policy (with clean copy of the policy)

Prepared by:
Marshall Eyerman,
Special Districts Program Manager

Department Head Approval:
Chris A. Vogt, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace Cassel,
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\SpecialDist\Special Dist Administration\Policies - Standards\Zone D\2011 Update\Zone D Policy Staff Report.doc

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MV00198934

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY

PURPOSE: This policy outlines the service plan parameters for maintaining the ~~City's~~ Moreno Valley Community Services District (CSD) Zone D (Parkway Landscape Maintenance) service areas. ~~at levels consistent with the available funding to support landscape maintenance services.~~

OBJECTIVE: It is the objective of the ~~Community Services District (~~CSD~~)~~ to implement the Zone D (Parkway Landscape Maintenance) Service Plan Policy to provide guidelines and standards for the funding and maintenance of CSD Zone D service areas throughout the City of Moreno Valley (City). Maintenance of these service areas shall be consistent with available funding.

DEFINITIONS:

Annual Inflation Adjustment:

The annual inflation adjustment shall be based on a clearly defined formula as per Government Code Section 53739. The application of the Annual Inflation Adjustment is not considered an increase to the Annual Parcel Charge and does not require a reballot or additional approval by the property owners. An Annual Inflation Adjustment will only be applied if previously approved.

Full Cost Recovery:

May include, but is not limited to: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, administrative and maintenance staff support, maintenance and operating reserves, and other items necessary for the satisfactory maintenance of landscaped parkways and medians.

Proposition 218:

California State Constitutional amendment, Articles XIIIC and XIIID, requires voter approval for any new, extended, or increased general or special tax, property-related assessment, fee, and/or charge. For property-related charges, such as CSD Zone D, a simple majority (50%+1) of returned valid ballots is required for approval.

POLICY:

I. CSD Zone D (Parkway Landscape Maintenance) Program & ~~Purpose~~ Funding

A. CSD Zone D is a distinct benefit service program that provides parkway perimeter and/or median landscape maintenance services to specific service areas ~~(Tracts)~~ throughout the City ~~of Moreno Valley~~.

B. The CSD has accepted for maintenance designated parkway and median landscaped areas located throughout the City ~~of Moreno Valley~~. ~~Each Zone D service area has been accepted by the CSD through inclusion, either at the time of City incorporation by administrative action prior to Proposition 218, or through an approved mail ballot proceeding.~~

Approved by: ~~City Council~~CSD Board
January 9, 2001
Revised 1/22/02; 1/24/2006; April 26, 2011

EXHIBIT A

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY

C. ~~The purpose of~~ The CSD Zone D program ~~is to~~ provides parkway landscape preservation through continued maintenance service ~~consistent with the General Plan~~, with the objective to:

1. Enhance the aesthetic quality of the service area in particular and provide continuity of character throughout the ~~District~~CSD;

2. Encourage preservation of existing plant materials, specifically mature trees and shrubs; and

3. ~~Safeguard against line of sight and walkway area hazards through consistent and~~ Provide ~~necessary~~ maintenance of landscaped service areas consistent with available funding to support a service level.

II. CSD Zone D Funding

A. Each CSD Zone D service area ~~of distinct benefit (Zone)~~ is financed through ~~special charges (CSD~~ annual charges~~)~~. ~~Special~~ Charges ~~are~~ levied ~~only~~ on ~~those~~ properties within a service area and ~~are~~ collected annually ~~collected~~ on the Riverside County property tax bill or through a direct billing to the property owner.

B. When costs ~~to the CSD~~ exceed the annual charges~~the cost recovery charge~~ to maintain a service area at the current service level, the Special Districts Division shall determine if that service area may be subject to either:

1. ~~a~~A mail ballot proceeding, as mandated by Proposition 218; or, ~~("The Right to Vote On Taxes Act"), to approve or not approve an increase in the CSD annual charge for Zone D services.~~

2. A reduction in service to provide a service level consistent with available funding. Prior to any adjustment in service, a letter shall be sent to notify the record owners of property that the current level of service will be reduced, not less than 30 days prior to the implementation of the reduction in service level. This letter shall include the following information:

   i. APN and Tract No. or description of project area ;

   ii. Explanation and/or description of the service(s) to be modified;

   iii. Date which the change(s) in service level will be implemented;

   iv. Explanation on how property owners may pursue a ballot proceeding to maintain the current service level, if desired;

   v. Amount of proposed increase necessary to maintain the current service level; and,

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY

vi. A statement as to the continuation of the charge and the amount to be levied.

C. If a mail ballot proceeding occurs, ~~No~~ the proposed annual charges ~~increase~~ shall not be more than the ~~difference between the~~ ~~f~~Full ~~e~~Cost ~~r~~Recovery amount required to maintain ~~the present~~ a specified level of landscape maintenance service ~~and the amount currently being charged to the service area~~. The proposed annual charges ~~increase may provide for~~ shall include an ~~a~~Annual ~~i~~Inflation ~~a~~Adjustment~~, if necessary~~, to maintain full cost recovery. ~~The annual adjustment is based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.~~ ;

~~D.~~1. Any service area~~,~~ subject to a proposed charge increase for Zone D services shall participate in ~~have~~ a mail ballot proceeding. ~~conducted to approve or not approve the increase.~~ If the returned valid ballots from the record owners of property for the balloted service area approve of the annual charges ~~increase~~ by a majority (50% +1), then the properties within the service area ~~shall~~ may be charged an amount up to the approved annual charges~~rate~~. ~~This amount will appear as a line item on the property tax bill for the upcoming fiscal year following the mail ballot proceeding.~~

~~C. If an increase is approved, all parcels within a service area shall be charged the approved rate for uninterrupted Zone D maintenance at the present level of service.~~

2. If the property owners of record within a service area do not approve an increase in the ~~CSD~~ annual charge to provide ~~f~~Full ~~e~~Cost ~~r~~Recovery for a specified level of service, the CSD shall retain the option to continue to provide service at a reduced level consistent with available funding.

D. If funding is insufficient to provide for services at the Street Tree ~~Parkway Landscape~~ Maintenance Service level ~~Right-of-Way area~~, landscape maintenance services shall be eliminated. ~~t~~The service area shall continue to be charged at the current ~~rate~~ annual charges for the subsequent fiscal year to provide for abatement of weed and plant materials. ~~unless the area has been accepted into a Home Owner's Association for ongoing maintenance~~

III. CSD Zone D Service Levels

A. CSD Zone D service areas shall receive a designated level of service as listed on the table found in Section III~~B~~C of this policy as follows:

1. Based upon the available funding for each ~~S~~service area~~s~~, the CSD shall provide either ~~that fund the full cost recovery amount to maintain standard parkway landscape service shall receive~~ ~~**Zone D**~~ **Standard** ~~**Parkway Landscape**~~ **Maintenance Service, Reduced Maintenance Service**, or **Street Tree Maintenance Service**~~:~~.

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY

~~2.Service areas that do not fund the provide full cost recovery to support Zone D Standard Landscape Maintenance Service may receive **Zone D Reduced Parkway Landscape Maintenance Service** (see Table, Section IIIB of this policy, column entitled "Zone D Reduced Landscape Maintenance Service"); or,~~

~~3.In service areas where the cost to provide Zone D Reduced Parkway Landscape Maintenance Service exceeds the available funding to support reduced services, the **CSD shall provide Zone D Street Tree Parkway Landscape Maintenance Service** to only street trees within the right-of-way (ROW) area only.~~

2. In a service area where costs exceed the available funding to support Street Tree Maintenance Service, the CSD shall have the option to:

   a. Provide the service area with clean-up (removal of dead or dying landscaped plant materials) to be funded at the current annual charge rate for the subsequent fiscal year; and,

   b. Vacate the public interest and revert the service area to the record owner(s) of property for maintenance. Maintenance of the service area shall be the sole responsibility of the record owners of property within a service area.

B. Service areas that don't fund the Full Cost Recovery to support Standard Maintenance Service will be evaluated to determine what level of service, if any, can be provided. The service level for each service area is contingent upon available funding to support the designated level of service.

~~B.~~C. The following table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. ~~Zone D Service Table:~~

	CSD ZONE D – GENERAL ~~LEVELS OF~~ SERVICE LEVEL GUIDELINES		
Description of ~~CSD Zone D Parkway~~ Landscape Maintenance Service	**~~CSD Zone D~~ Standard ~~Parkway Landscape~~ Maintenance Service**	**~~CSD Zone D~~ Reduced ~~Parkway Landscape~~ Maintenance Services**	**~~CSD Zone D~~ Street Tree ~~Parkway Landscape~~ Maintenance Service ~~(Right-of-way area only)~~**
Mowing, edging & trimming (of turf areas only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed	N/A
Tree trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment

Approved by: ~~City Council~~CSD Board
January 9, 2001
Revised 1/22/02; 1/24/2006; April 26, 2011

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY

	CSD ZONE D – GENERAL ~~LEVELS OF~~ SERVICE LEVEL GUIDELINES		
Description of ~~CSD Zone D Parkway~~ Landscape Maintenance Service	**~~CSD Zone D~~ Standard ~~Parkway Landscape~~ Maintenance Service**	**~~CSD Zone D~~ Reduced ~~Parkway Landscape~~ Maintenance Services**	**~~CSD Zone D~~ Street Tree ~~Parkway Landscape~~ Maintenance Service ~~(Right-of-way area only)~~**
Shrub trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground cover trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf fertilizer	7 applications per year	3 applications per year	N/A
Shrub fertilizer	2 applications per year	1 application per year	N/A
Tree fertilizer	As needed	As needed	As needed
Pesticides:			
Shrubs/Ground covers (pre-emergent)	2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground covers (insect/disease control)	As needed	As needed (budget permitting)	N/A
Shrubs/Ground covers (vertebrate pest control)	As needed	As needed (budget permitting)	N/A
Turf (Weed control)	As needed	As needed (budget permitting)	N/A
Turf (Vertebrate pest control)	As needed	As needed (budget permitting)	N/A

~~D.A service area's The designated service level for each Zone D parkway area is contingent upon available funding to support the designated level of service.~~

~~E.When a service area can no longer support the cost to provide Zone D Street Tree Parkway Landscape Maintenance Service – ROW area, the CSD shall have alternative options as provided in Section IV of this policy.~~

Approved by: ~~City Council~~CSD Board
January 9, 2001
Revised 1/22/02; 1/24/2006; April 26, 2011

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY

~~**IV. Zone D Service Alternatives**~~

~~A. In a service area where costs to the CSD exceed the available funds to support Zone D Standard Parkway Landscape Maintenance Service, the CSD shall retain the right to conduct a mail ballot proceeding to increase the Zone D charge to provide for full cost recovery. If a service area does not approve the charge increase, the CSD shall have the option to provide the service area with the appropriate level of Zone D landscape service consistent with available funding.~~

~~B. In a service area where costs exceed the available funding to support Zone D Street Tree Parkway Landscape Maintenance Service – ROW area, the CSD shall have the option to either:~~

~~1. Provide the service area with clean up (removal of dead or dying landscaped plant materials) to be funded at the current annual charge rate for the subsequent fiscal year; or,~~

~~2. Vacate the public interest and revert the parkway service area to the record owner(s) of property for maintenance. Maintenance of the service area may be managed and serviced through the establishment of a Home Owner's Association, which shall be the sole responsibility of the record owners of property within a service area.~~

~~V.~~IV. Volunteer Services

A. Volunteer assistance in subsidizing ~~Zone D~~ Reduced ~~Parkway Landscape~~ Maintenance Service or ~~Zone D~~ Street Tree ~~Parkway Landscape~~ Maintenance Services may be considered on a service area by service area basis and only where, in the CSD's opinion, the assistance of volunteers will significantly benefit the service area.

B. Volunteer assistance is limited to the following nonessential services ~~only~~:

1. Litter Removal

2. Weeding

3. Donation of plant materials

   a. All plant material donations must be consistent with the current plant species used in the designated service area and consistent with the Guidelines and Standards for Landscape Maintenance;

   b. All plant material donations must be approved by the ~~Enterprise Services Administration (ESA) Landscape Project Administrator~~ Special Districts Division Manager, or their designee~~(no exceptions)~~;

   c. All plant material donations become the property of the CSD ~~ESA~~ and shall be physically planted by qualified landscape personnel~~technicians~~ employed or

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Approved by: ~~City Council~~CSD Board
January 9, 2001
Revised 1/22/02; 1/24/2006; April 26, 2011

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY

contracted by the City of Moreno Valley, Public Works Department, ~~ESA~~Special Districts Division; and,

d. No plant donations are to be planted by any person other than those listed in Section IVB3c of this policy.

C. All volunteers must complete a City~~ of Moreno Valley~~ approved Volunteer Application available from the City's ~~of Moreno Valley~~ Human Resources Department and comply with all requirements and guidelines stated within the ~~City of Moreno Valley~~ Personnel Policy #~~Volunteer Policy No.~~ 5.3, Volunteer Policy.

D. Professional Licensed Contract Services may be donated with the understanding that:

1. The Professional donating the service is a licensed contractor for the type of service being donated and can show proof of professional license and/or necessary certification;

2. The Professional donating the service must have and be able to provide insurance certification showing they have liability insurance coverage with limits ~~of~~ ~~not~~ less ~~-~~than the amount required by the City's Risk Management Division~~$100,000 but possibly more as required by the CSD~~;

3. It is understood that all professional donations are just that, donations, and the Professional shall receive no compensation, either direct or implied, by any agent, ~~or~~ employee, or official of the City~~ of Moreno Valley~~, ~~the~~ CSD, RDA, or ~~ESA~~Special Districts Division; and

4. Donations of professional services shall be accepted at the discretion of the Public Work's Director/City Engineer.

Approved by: ~~City Council~~CSD Board
January 9, 2001
Revised 1/22/02; 1/24/2006; April 26, 2011

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MV00198942

RESOLUTION NO. CSD 2011-06

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO APPROVE AND ADOPT THE AMENDED MORENO VALLEY COMMUNITY SERVICES DISTRICT ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY TO PROVIDE REVISED LANGUAGE REGARDING THE SERVICE LEVEL GUIDELINES AND CORRECT MINOR GRAMMATICAL ERRORS

WHEREAS, the Moreno Valley Community Services District ("CSD") provides Zone D (Parkway Landscape Maintenance) program services to designated service areas throughout the City of Moreno Valley that have been accepted by the CSD; and

WHEREAS, in 2001, the City Council, acting in the capacity as President and Members of the Board of Directors of the Moreno Valley CSD ("CSD Board") adopted General Policy #2.30, Zone D (Parkway Landscape Maintenance) Service Plan Policy, to provide parkway landscape preservation through continued maintenance services. On January 22, 2002 and January 24, 2006 the CSD Board approved Resolutions No. CSD 2002-01 and CSD 2006-01, respectively amending the Zone D (Parkway Landscape Maintenance) policy; and

WHEREAS, the Zone D (Parkway Landscape Maintenance) service areas are provided a special benefit in excess of general benefits conveyed upon properties within the City of Moreno Valley; and

WHEREAS, Zone D (Parkway Landscape Maintenance) service charges are based upon full cost recovery for the designated level of service as it relates to the special benefit service area; and

WHEREAS the CSD Board desires to revise the existing policy to incorporate certain amendments proposed by City staff as set forth in the form attached hereto and incorporated herein by Attachment 1, the Moreno Valley Community Services District Zone D (Parkway Landscape Maintenance) Service Plan Policy, as revised.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The above recitals are true and correct

SECTION 2. The amended policy is hereby approved and adopted. A copy of the amended policy shall be kept in the office of the City Clerk

SECTION 3. The resolution shall become effective upon its adoption.

APPROVED AND ADOPTED this 26th day of April, 2011.

_____
Mayor of the City of Moreno Valley,
acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

_____
City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, JANE HALSTEAD, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that CSD Resolution No. 2011-06 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 26th day of April, 2011, by the following vote:

AYES: Boardmembers Batey, Hastings, Vice-President Molina and President Stewart

NOES: None

ABSENT: Boardmember Co

ABSTAIN: None

_____

SECRETARY

(SEAL)

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY

PURPOSE: This policy outlines the service plan parameters for maintaining the Moreno Valley Community Services District (CSD) Zone D (Parkway Landscape Maintenance) service areas.

OBJECTIVE: It is the objective of the CSD to implement the Zone D (Parkway Landscape Maintenance) Service Plan Policy to provide guidelines and standards for the funding and maintenance of CSD Zone D service areas throughout the City of Moreno Valley (City). Maintenance of these service areas shall be consistent with available funding.

DEFINITIONS:

Annual Inflation Adjustment:

The annual inflation adjustment shall be based on a clearly defined formula as per Government Code Section 53739. The application of the Annual Inflation Adjustment is not considered an increase to the Annual Parcel Charge and does not require a reballot or additional approval by the property owners. An Annual Inflation Adjustment will only be applied if previously approved.

Full Cost Recovery:

May include, but is not limited to: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, administrative and maintenance staff support, maintenance and operating reserves, and other items necessary for the satisfactory maintenance of landscaped parkways and medians.

Proposition 218:

California State Constitutional amendment, Articles XIIIC and XIIID, requires voter approval for any new, extended, or increased general or special tax, property-related assessment, fee, and/or charge. For property-related charges, such as CSD Zone D, a simple majority (50%+1) of returned valid ballots is required for approval.

POLICY:

I. CSD Zone D (Parkway Landscape Maintenance) Program & Funding

A. CSD Zone D is a distinct benefit service program that provides parkway perimeter and/or median landscape maintenance services to specific service areas throughout the City.

B. The CSD has accepted for maintenance designated parkway and median landscaped areas located throughout the City.

C. The CSD Zone D program provides parkway landscape preservation through continued maintenance service, with the objective to:

1. Enhance the aesthetic quality of the service area in particular and provide continuity of character throughout the CSD;

2. Encourage preservation of existing plant materials, specifically mature trees and shrubs; and

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY

3. Provide maintenance of landscaped service areas consistent with available funding to support a service level.

II. CSD Zone D Funding

A. Each CSD Zone D service area is financed through annual charges. Charges levied on properties within a service area and collected annually on the Riverside County property tax bill or through a direct billing to the property owner.

B. When costs exceed the annual charges to maintain a service area at the current service level, the Special Districts Division shall determine if that service area may be subject to either:

1. A mail ballot proceeding, as mandated by Proposition 218; or,

2. A reduction in service to provide a service level consistent with available funding. Prior to any adjustment in service, a letter shall be sent to notify the record owners of property that the current level of service will be reduced, not less than 30 days prior to the implementation of the reduction in service level. This letter shall include the following information:

i. APN and Tract No. or description of project area ;

ii. Explanation and/or description of the service(s) to be modified;

iii. Date which the change(s) in service level will be implemented;

iv. Explanation on how property owners may pursue a ballot proceeding to maintain the current service level, if desired;

v. Amount of proposed increase necessary to maintain the current service level; and,

vi. A statement as to the continuation of the charge and the amount to be levied.

C. If a mail ballot proceeding occurs, the proposed annual charges shall not be more than the Full Cost Recovery amount required to maintain a specified level of landscape maintenance service. The proposed annual charges shall include an Annual Inflation Adjustment, to maintain full cost recovery.

1. Any service area subject to a proposed charge increase for Zone D services shall participate in a mail ballot proceeding. If the returned valid ballots from the record owners of property for the balloted service area approve of the annual charges by a majority (50% +1), then the properties within the service area may be charged an amount up to the approved annual charges.

2. If the property owners of record within a service area do not approve an increase in the annual charge to provide Full Cost Recovery for a specified level of service, the CSD shall retain the option to continue to provide service at a reduced level consistent with available funding.

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY

D. If funding is insufficient to provide for services at the Street Tree Maintenance Service level, landscape maintenance services shall be eliminated. The service area shall continue to be charged at the current annual charges for the subsequent fiscal year to provide for abatement of weed and plant materials.

III. CSD Zone D Service Levels

A. CSD Zone D service areas shall receive a designated level of service as listed on the table found in Section IIIC of this policy as follows:

1. Based upon the available funding for each service area, the CSD shall provide either **Standard Maintenance Service, Reduced Maintenance Service**, or **Street Tree Maintenance Service**.

2. In a service area where costs exceed the available funding to support Street Tree Maintenance Service, the CSD shall have the option to:

   a. Provide the service area with clean-up (removal of dead or dying landscaped plant materials) to be funded at the current annual charge rate for the subsequent fiscal year; and,

   b. Vacate the public interest and revert the service area to the record owner(s) of property for maintenance. Maintenance of the service area shall be the sole responsibility of the record owners of property within a service area.

B. Service areas that don't fund the Full Cost Recovery to support Standard Maintenance Service will be evaluated to determine what level of service, if any, can be provided. The service level for each service area is contingent upon available funding to support the designated level of service.

C. The following table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager.

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY

	CSD ZONE D – GENERAL SERVICE LEVEL GUIDELINES		
Description of Landscape Maintenance Service	**Standard Maintenance Service**	**Reduced Maintenance Service**	**Street Tree Maintenance Service**
Mowing, edging & trimming (of turf areas only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed	N/A
Tree trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground cover trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf fertilizer	7 applications per year	3 applications per year	N/A
Shrub fertilizer	2 applications per year	1 application per year	N/A
Tree fertilizer	As needed	As needed	As needed
Pesticides:			
Shrubs/Ground covers (pre-emergent)	2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground covers (insect/disease control)	As needed	As needed (budget permitting)	N/A
Shrubs/Ground covers (vertebrate pest control)	As needed	As needed (budget permitting)	N/A
Turf (Weed control)	As needed	As needed (budget permitting)	N/A
Turf (Vertebrate pest control)	As needed	As needed (budget permitting)	N/A

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY

IV. Volunteer Services

A. Volunteer assistance in subsidizing Reduced Maintenance Service or Street Tree Maintenance Service may be considered on a service area by service area basis and only where, in the CSD's opinion, the assistance of volunteers will significantly benefit the service area.

B. Volunteer assistance is limited to the following nonessential services:

1. Litter Removal

2. Weeding

3. Donation of plant materials

a. All plant material donations must be consistent with the current plant species used in the designated service area and consistent with the Guidelines and Standards for Landscape Maintenance;

b. All plant material donations must be approved by the Special Districts Division Manager, or their designee;

c. All plant material donations become the property of the CSD and shall be physically planted by qualified landscape personnel employed or contracted by the City of Moreno Valley, Public Works Department, Special Districts Division; and,

d. No plant donations are to be planted by any person other than those listed in Section IVB3c of this policy.

C. All volunteers must complete a City approved Volunteer Application available from the City's Human Resources Department and comply with all requirements and guidelines stated within the Personnel Policy #5.3, Volunteer Policy.

D. Professional Licensed Contract Services may be donated with the understanding that:

1. The Professional donating the service is a licensed contractor for the type of service being donated and can show proof of professional license and/or necessary certification;

2. The Professional donating the service must have and be able to provide insurance certification showing they have liability insurance coverage with limits no less than the amount required by the City's Risk Management Division;

3. It is understood that all professional donations are just that, donations, and the Professional shall receive no compensation, either direct or implied, by any agent, employee, or official of the City, CSD, RDA, or Special Districts Division; and

4. Donations of professional services shall be accepted at the discretion of the Public Works Director/City Engineer.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and Members of the Moreno Valley City Council Acting in the Capacity of President and Board of Directors of the Moreno Valley Community Services District

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: April 26, 2011

TITLE: RESOLUTION TO AMEND MORENO VALLEY COMMUNITY SERVICES DISTRICT ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY

RECOMMENDED ACTION

Staff recommends that the City Council, acting in its capacity as the Board of Directors of the Moreno Valley Community Services District ("CSD Board"), approve and adopt Resolution No. CSD 2011-07 to amend General Management Policy #2.41, Moreno Valley Community Services District Zone E (Extensive Landscape Maintenance) Service Plan Policy.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

Since 1988, the CSD has been providing Zone E extensive landscape maintenance services to designated sub-zones throughout the City. The Zone E Service Plan Policy provides guidelines for the maintenance of the Zone E sub-zones. The cost to provide the Zone E services is funded through CSD service charges that are annually collected on the property tax bill of those properties that receive benefit from the landscape maintenance services and have collectively authorized the CSD to do so.

DISCUSSION

In 2007, the CSD Board adopted General Policy #2.41, Zone E (High-Service-Level Parkway Landscape Maintenance) Service Plan, to provide parkway landscape preservation through continued maintenance services.

In an effort to further refine and define the Zone E policy, the following modifications are being proposed (See Exhibit A for the marked copy):

1. Modifying language to be consistent with other adopted policies;
2. Clarifying the guidelines and determination of maintenance service levels; and
3. Correcting Minor grammatical changes.

ALTERNATIVES

1. Adopt the proposed Resolution to amend the Zone E (Extensive Landscape Maintenance) Service Plan Policy. *By adopting the Resolution for the proposed amendments, the CSD Board will provide refined and clarified guidelines for Zone E.*

2. Do not adopt the proposed Resolution to amend the Zone E (Extensive Landscape Maintenance) Service Plan Policy. *By not adopting the Resolution for the proposed amendments, the CSD Board will continue to operate with policies that have vague references and incomplete procedural direction.*

FISCAL IMPACT

CSD Zone E (Extensive Landscape Maintenance) is structured to be a full cost recovery program offered to designated sub-zones. The revenues generated to fund landscape maintenance services are collected through annual parcel charges placed on the tax roll for those parcels receiving benefit. There is **no fiscal impact** on the General Fund for approving and adopting the amended policy.

CITY COUNCIL GOALS

Community Image, Neighborhood Pride, and Cleanliness
The Zone E services in the landscaped areas of the selected sub-zones shall allow the CSD to maintain the current appearance of the area.

Revenue Diversification and Preservation
The Zone E parcel charges are based upon actual costs, which include maintenance and administration expenses.

SUMMARY

The action before the CSD Board is to approve and adopt the Resolution for the proposed amendments to the Moreno Valley Community Services District Zone E (Extensive Landscape Maintenance) Service Plan Policy.

NOTIFICATION

N/A

EXHIBITS

Exhibit A: Amended Moreno Valley Community Services District Zone E (Extensive Landscape Maintenance) Service Plan Policy – Marked Copy

Exhibit B: Proposed Resolution amending the Moreno Valley Community Services District Zone E (Extensive Landscape Maintenance) Service Plan Policy (with clean copy of the policy)

Prepared by:
Marshall Eyerman,
Special Districts Program Manager

Department Head Approval:
Chris A. Vogt, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace Cassel,
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00198954

MORENO VALLEY COMMUNITY SERVICES DISTRICT
~~CSD~~ ZONE E ~~POLICY (HIGH SERVICE LEVEL~~EXTENSIVE PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN~~)

PURPOSE: This policy outlines the service plan parameters for maintaining Moreno Valley Community Services District (CSD) Zone E (~~High Service Level~~Extensive ~~Parkway~~ Landscape Maintenance) sub-zones. ~~at levels consistent with available funding to support landscape maintenance services.~~

OBJECTIVE: It is the objective of the ~~Moreno Valley~~ CSD ~~(the "District")~~ to implement the CSD Zone E (~~High Service Level~~Extensive ~~Parkway~~ Landscape Maintenance) Service Plan policy to provide guidelines ~~and standards~~ for the maintenance of CSD Zone E sub-zones throughout the ~~e~~City of Moreno Valley (City). Maintenance of the sub-zones ~~services will~~ shall be ~~provided~~ consistent with available funding.

DEFINITIONS:

Annual Inflation Adjustment:

The annual inflation adjustment shall be based on a clearly defined formula as per Government Code Section 53739. The application of the Annual Inflation Adjustment is not considered an increase to the Annual Parcel Charge and does not require a reballot or additional approval by the property owners. An Annual Inflation Adjustment will only be applied if previously approved.

Full Cost Recovery:

May include, but is not limited to: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, administrative and maintenance staff support, maintenance and operating reserves, and other items necessary for the satisfactory maintenance of landscaped parkways, medians, entry statements, and/or open spaces.

Proposition 218:

California State Constitutional amendment, Articles XIIIC and XIIID, requires voter approval for any new, extended, or increased general or special tax, property-related assessment, fee, and/or charge. For property-related charges, such as CSD Zone E, a simple majority (50%+1) of returned valid ballots is required for approval.

POLICY:

I. CSD Zone E (~~High Service Level Parkway~~ Extensive Landscape Maintenance) Program & ~~Purpose~~ Funding

~~A. On June 23, 1987, the CSD Zone E program was established through the adoption of Ordinance No. CSD 06. The Ordinance outlines the service to be provided and the boundaries of the zone. The established boundaries for CSD Zone E are identical to the District boundaries; the District boundaries are consistent with City boundaries.~~

~~B.~~A. CSD Zone E is a distinct benefit service program that provides extensive landscape maintenance services to specific major residential/commercial developments (sub-zones) that have landscaped

MORENO VALLEY COMMUNITY SERVICES DISTRICT
~~CSD~~ ZONE E ~~POLICY (HIGH SERVICE LEVEL~~EXTENSIVE PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN~~)

perimeters, medians, entry statements, and/or open space throughout the City~~ of Moreno Valley~~. A sub-zone defines the location of the service area within the City.

~~C.~~B. The CSD has accepted for maintenance designated landscaped parkways, medians, entry statements, and/or open spaces located throughout the City. ~~Each sub-zone area has been accepted by the CSD through inclusion, either by administrative action prior to Proposition 218, or through an approved mail ballot proceeding conducted in compliance with Proposition 218 requirements.~~

~~D.~~C. The purpose of the CSD Zone E program is to provide landscape preservation services through continued maintenance~~ which is consistent with the General Plan~~, with the objective to:

1. Enhance the aesthetic quality of the sub-zone in particular and provide continuity of character throughout the ~~District~~CSD;

2. Encourage preservation of existing plant materials, specifically mature trees and shrubs; and

3. Provide ~~Safeguard against line of sight and walkway area hazards through consistent and necessary~~ maintenance of landscaped sub-zones consistent with available funding to support a service level.

II. CSD Zone E Funding

A. Each area of distinct benefit (sub-zone) is financed through ~~special charges (CSD~~ annual charges~~)~~. ~~Special c~~Charges are levied ~~only~~ on those properties within the sub-zone and are collected annually on the Riverside County property tax bill or through a direct billing to the property owner.

B. When costs ~~to the CSD~~ exceed the annual ~~cost recovery~~ charges to maintain a sub-zone at a current service level, the Special Districts Division shall determine if that sub-zone ~~shall~~ may be subject to either:

1. ~~a~~A mail ballot proceeding, as mandated by Proposition 218; or, ~~("The Right to Vote On Taxes Act"), to approve or oppose an increase in the annual charge for CSD Zone E services.~~

2. A reduction in service to provide a service level consistent with available funding. Prior to any adjustment in service, a letter shall be sent to notify the record owners of property that the current level of service will be reduced, not less than 30 days prior to the implementation of the reduction in service level. This letter shall include the following information:

   i. APN and/or description of sub-zone;

   ii. Explanation and/or description of the service(s) to be modified;

MORENO VALLEY COMMUNITY SERVICES DISTRICT
~~CSD~~ ZONE E ~~POLICY (HIGH SERVICE LEVEL~~EXTENSIVE PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN~~)

iii. Date which the change(s) in service level will be implemented;

iv. Explanation on how property owners may pursue a ballot proceeding to maintain the current service level, if desired;

v. Amount of proposed increase necessary to maintain the current service level; and,

vi. A statement as to the continuation of the charge and the amount to be levied.

C. If a mail ballot proceeding occurs, the ~~No~~ proposed ~~increase in the~~ annual charges shall not be more than the ~~difference between the f~~Full ~~c~~Cost ~~r~~Recovery amount required to maintain a specified ~~the present~~ level of landscape maintenance service ~~and the amount currently being charged to the sub-zone~~. The proposed annual charges ~~increase may provide for an~~ shall include an ~~a~~Annual ~~i~~Inflation ~~a~~Adjustment, ~~if necessary,~~ to maintain full cost recovery. ~~The annual adjustment is based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.~~

~~D.~~1. Any sub-zone~~,~~ subject to a proposed charge increase for ~~CSD~~ Zone E services shall participate in ~~have~~ a mail ballot proceeding. ~~conducted to approve or oppose the increase.~~ If the returned valid ballots from the record owners of property for the balloted sub-zone approve the annual charges ~~increase~~ by a simple majority (50% +1), then the properties within the sub-zone ~~shall~~ may be charged an amount up to the approved ~~rate~~annual charges. ~~This amount will appear as a line item on the property tax bill for the upcoming fiscal year following the mail ballot proceeding.~~

~~Under certain circumstances, it may be necessary to have the County issue a revised tax bill with the newly approved charge. If a revised bill is necessary, property owners may be assessed a processing fee from the County to generate the revised tax bill.~~

~~D. If an increase is approved, all parcels within the sub-zone shall be charged the approved rate for uninterrupted CSD Zone E maintenance at the approved level of service.~~

~~E.~~2. If the property owners of record within the sub-zone oppose an increase in the ~~CSD~~ annual charges to provide ~~f~~Full ~~c~~Cost ~~r~~Recovery for a specified level of service, the CSD shall retain the option to provide service at a reduced level consistent with available funding. ~~See Section IV if funding is insufficient to provide for services at the lowest level of service.~~

D. If funding is insufficient to provide for services at the Street Tree Maintenance Service level, landscape maintenance services shall be eliminated. The service area shall continue to be charged at the current annual charges for the subsequent fiscal year to provide for abatement of weed and plant materials.

III. CSD Zone E Service Levels

MORENO VALLEY COMMUNITY SERVICES DISTRICT
~~CSD~~ ZONE E ~~POLICY (HIGH SERVICE LEVEL~~EXTENSIVE PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN~~)

A. CSD Zone E sub-zones shall receive a designated level of service as listed on the table found in Section III~~B~~C of this policy as follows:

1. Based upon the available funding for each ~~S~~sub-zone, the CSD shall provide either ~~s that fund the full cost recovery amount to maintain standard parkway landscape service shall receive **CSD Zone E (High Service Level Parkway Landscape Standard Maintenance)**~~ **Service, Reduced Maintenance Service**, or **Street Tree Maintenance Service.**~~; or,~~

~~2. Sub-zones that do not provide full cost recovery to support CSD Zone E (High Service Level Parkway Landscape Maintenance) Service may receive **CSD Zone E Reduced (High Service Level Parkway Landscape Maintenance) Service**; or,~~

~~3. In sub-zones where the cost to provide CSD Zone E Reduced (High Service Level Parkway Landscape Maintenance) Service exceeds the available funding to support reduced services, the CSD shall provide **CSD Zone E Street Tree Service** to limited vegetation and street trees within the right of way (ROW) area only.~~

~~(See the "CSD Zone E Level of Service Table", Section IIIB, for a complete list of services provided for each level of service.)~~

2. In a sub-zones where costs exceed the available funding to support Street Tree Maintenance Service, the CSD shall have the option to:

   a. Provide the sub-zone with clean-up (removal of dead or dying landscaped plant materials) to be funded at the current annual charge rate for the subsequent fiscal year; and,

   b. Vacate the public interest and revert the sub-zone to the record owner(s) of property for maintenance. Maintenance of the sub-zone shall be the sole responsibility of the record owners of property within a sub-zone.

B. Service areas that don't fund the Full Cost Recovery to support Standard Maintenance Service will be evaluated to determine what level of service, if any, can be provided. The service level for each service area is contingent upon available funding to support the designated level of service.

~~B.~~C. The following table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager~~CSD Zone E Levels of Service Table~~:

	CSD ZONE E – GENERAL ~~LEVELS OF~~ SERVICE LEVEL GUIDELINES

MORENO VALLEY COMMUNITY SERVICES DISTRICT
~~CSD~~ ZONE E ~~POLICY (HIGH-SERVICE-LEVEL~~EXTENSIVE PARKWAY LANDSCAPE MAINTENANCE~~)~~ SERVICE PLAN~~)~~

	~~CSD Zone E (High-Service-Level Parkway Landscape~~Standard Maintenance~~)~~ Service	**~~CSD Zone E~~ Reduced ~~(High-Service-Level Parkway Landscape~~ Maintenance~~)~~ Service**	**~~CSD Zone E~~ Street Tree Maintenance Service ~~– in the Right-of-way area only~~**
Mowing, edging & trimming (of turf areas only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed (budget permitting)	N/A
Tree trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground cover trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf fertilizer	8 applications per year (minimum)	3 applications per year	N/A
Shrub fertilizer	2 applications per year	1 application per year	N/A
Tree fertilizer	As needed	As needed (budget permitting)	As needed (budget permitting)
Pesticides:			
Shrubs/Ground covers	Pre-emergent 2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground covers	Insect/disease control (as needed)	As needed (budget permitting)	N/A
Shrubs/Ground covers	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A
Turf	Weed control, insect, and disease control (as needed)	As needed (budget permitting)	N/A
Turf	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A

MORENO VALLEY COMMUNITY SERVICES DISTRICT
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~~C.A sub-zone's designated service level is contingent upon available funding to support the level of service.~~

~~D.When a sub-zone can no longer support the cost to provide CSD Zone E Street Tree Service, the CSD shall have alternative options as provided in Section IV of this policy.~~

~~IV.CSD Zone E Service Alternatives~~

~~A.In a sub-zone where costs to the CSD exceed available funds to support the current CSD Zone E level of service, the CSD shall retain the right to conduct a mail ballot proceeding to increase the CSD Zone E charge to provide for full cost recovery. If a sub-zone does not approve the proposed increase, the CSD shall have the option to provide the sub-zone with the appropriate level of CSD Zone E landscape service consistent with available funding.~~

~~B.In a sub-zone where costs exceed available funding to support the lowest level of CSD Zone E service, the CSD shall have the option to:~~

~~1.Vacate the public interest and revert the parkway service area to the appropriate record owner(s) of property for ongoing maintenance and provide the sub-zone with clean up (removal of dead or dying plant materials) which would be funded by any remaining fund balance and/or the current annual charge for one subsequent fiscal year; or,~~

~~2.Another alternative for the property owners within the sub-zone is to establish a private Home Owner's Association (HOA). The property owners within the sub-zone may collectively agree to form an HOA to manage and provide maintenance of the landscaped area. The creation and establishment of an HOA is the sole responsibility of property owners within the sub-zone and not the City of Moreno Valley, Community Service District, or its employees.~~

~~V.~~IV. Volunteer Services

A. Volunteer assistance in subsidizing ~~CSD Zone E~~ Reduced ~~(High Service Level Parkway Landscape~~ Maintenance~~)~~ Service or ~~CSD Zone E~~ Street Tree Maintenance Service may be considered on a sub-zone by sub-zone basis and only where, in the CSD's opinion, the assistance of volunteers will significantly benefit the sub-zone.

B. Volunteer assistance is limited to the following nonessential services only:

1. Litter Removal
2. Weeding
3. Donation of plant materials

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a. All plant material donations must be consistent with the current plant species used in the designated sub-zone and consistent with the Guidelines and Standards for Landscape Maintenance;

b. All plant material donations must be approved by the Special Districts ~~Landscape Program~~ Division Manager, or their designee ~~(no exceptions)~~;

c. All plant material donations become the property of the CSD and shall be physically planted by qualified landscape ~~technicians~~ personnel employed or contracted by the City of Moreno Valley, Public Works Department, Special Districts; and,

d. No plant donations are to be planted by any person other than those listed in Section IVB3c of this policy.

C. All volunteers must complete a City ~~of Moreno Valley~~ approved Volunteer Application available from the City's ~~of Moreno Valley~~ Human Resources Department and comply with all requirements and guidelines stated within the ~~City of Moreno Valley Volunteer~~ Personnel Policy No. 5.3, Volunteer Policy.

D. Professional Licensed Contract Services may be donated with the understanding that:

1. The professional donating the service is a licensed contractor for the type of service being donated and can show proof of professional license and/or necessary certification;

2. The professional donating the service must have and be able to provide insurance certification showing they have liability insurance coverage with limits ~~of~~ not less than the amount required by the City's Risk Management Division~~$100,000 but possibly more as required by the CSD~~;

3. It is understood that all professional donations are just that, donations, and the professional shall receive no compensation, either direct or implied, by any agent or employee or official of the City ~~of Moreno Valley~~, ~~the~~ CSD, RDA, or Special Districts Division; and

4. Donations of professional services shall be accepted at the discretion of the Public Work~~'~~s Director/City Engineer.

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MV00198962

RESOLUTION NO. CSD 2011-07

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO APPROVE AND ADOPT THE AMENDED MORENO VALLEY COMMUNITY SERVICES DISTRICT ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY TO PROVIDE REVISED LANGUAGE REGARDING THE SERVICE LEVEL GUIDELINES AND CORRECT MINOR GRAMMATICAL ERRORS

WHEREAS, the Moreno Valley Community Services District ("CSD") provides Zone E (Extensive Landscape Maintenance) services to designated sub-zones throughout the City of Moreno Valley that have been accepted by the CSD; and

WHEREAS, in 2007, the City Council, acting in the capacity as President and Members of the Board of Directors of the Moreno Valley CSD ("CSD Board") adopted General Policy #2.41, Zone E (High-Service-Level Parkway Landscape Maintenance) Service Plan Policy, to provide landscape preservation through continued maintenance services; and

WHEREAS, the Zone E (Extensive Landscape Maintenance) sub-zones are provided a special benefit in excess of general benefits conveyed upon properties within the City of Moreno Valley; and

WHEREAS, Zone E (Extensive Landscape Maintenance) service charges are based upon full cost recovery for the designated level of service as it relates to the special benefit sub-zones; and

WHEREAS the CSD Board desires to revise the existing policy to incorporate certain amendments proposed by City staff as set forth in the form attached hereto and incorporated herein by Attachment 1, the Moreno Valley Community Services District Zone E (Extensive Landscape Maintenance) Service Plan Policy, as revised.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The above recitals are true and correct

SECTION 2. The amended policy is hereby approved and adopted. A copy of the amended policy shall be kept in the office of the City Clerk

SECTION 3. The resolution shall become effective upon its adoption.

APPROVED AND ADOPTED this 26th day of April, 2011.

_____
Mayor of the City of Moreno Valley,
acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

_____
City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, JANE HALSTEAD, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that CSD Resolution No. 2011-07 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 26th day of April, 2011, by the following vote:

AYES:	Boardmembers Batey, Hastings, Vice-President Molina and President Stewart
NOES:	None
ABSENT:	Boardmember Co
ABSTAIN:	None

_____

SECRETARY

(SEAL)

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE E (EXTENSIVE PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN

PURPOSE: This policy outlines the service plan parameters for maintaining Moreno Valley Community Services District (CSD) Zone E (Extensive Landscape Maintenance) sub-zones.

OBJECTIVE: It is the objective of the CSD to implement the CSD Zone E (Extensive Landscape Maintenance) Service Plan policy to provide guidelines for the maintenance of CSD Zone E sub-zones throughout the City of Moreno Valley (City). Maintenance of the sub-zones shall be consistent with available funding.

DEFINITIONS:

Annual Inflation Adjustment:

The annual inflation adjustment shall be based on a clearly defined formula as per Government Code Section 53739. The application of the Annual Inflation Adjustment is not considered an increase to the Annual Parcel Charge and does not require a reballot or additional approval by the property owners. An Annual Inflation Adjustment will only be applied if previously approved.

Full Cost Recovery:

May include, but is not limited to: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, administrative and maintenance staff support, maintenance and operating reserves, and other items necessary for the satisfactory maintenance of landscaped parkways, medians, entry statements, and/or open spaces.

Proposition 218:

California State Constitutional amendment, Articles XIIIC and XIIID, requires voter approval for any new, extended, or increased general or special tax, property-related assessment, fee, and/or charge. For property-related charges, such as CSD Zone E, a simple majority (50%+1) of returned valid ballots is required for approval.

POLICY:

I. CSD Zone E (Extensive Landscape Maintenance) Program & Funding

A. CSD Zone E is a distinct benefit service program that provides extensive landscape maintenance services to specific major residential/commercial developments (sub-zones) that have landscaped perimeters, medians, entry statements, and/or open space throughout the City. A sub-zone defines the location of the service area within the City.

B. The CSD has accepted for maintenance designated landscaped parkways, medians, entry statements, and/or open spaces located throughout the City.

C. The purpose of the CSD Zone E program is to provide landscape preservation services through continued maintenance, with the objective to:

1. Enhance the aesthetic quality of the sub-zone in particular and provide continuity of character throughout the CSD;

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE E (EXTENSIVE PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN

2. Encourage preservation of existing plant materials, specifically mature trees and shrubs; and

3. Provide maintenance of landscaped sub-zones consistent with available funding to support a service level.

II. CSD Zone E Funding

A. Each area of distinct benefit (sub-zone) is financed through annual charges. Charges are levied on those properties within the sub-zone and are collected annually on the Riverside County property tax bill or through a direct billing to the property owner.

B. When costs exceed the annual charges to maintain a sub-zone at a current service level, the Special Districts Division shall determine if that sub-zone may be subject to either:

1. A mail ballot proceeding, as mandated by Proposition 218; or,

2. A reduction in service to provide a service level consistent with available funding. Prior to any adjustment in service, a letter shall be sent to notify the record owners of property that the current level of service will be reduced, not less than 30 days prior to the implementation of the reduction in service level. This letter shall include the following information:

i. APN and/or description of sub-zone;

ii. Explanation and/or description of the service(s) to be modified;

iii. Date which the change(s) in service level will be implemented;

iv. Explanation on how property owners may pursue a ballot proceeding to maintain the current service level, if desired;

v. Amount of proposed increase necessary to maintain the current service level; and,

vi. A statement as to the continuation of the charge and the amount to be levied.

C. If a mail ballot proceeding occurs, the proposed annual charges shall not be more than the Full Cost Recovery amount required to maintain a specified level of landscape maintenance service. The proposed annual charges shall include an Annual Inflation Adjustment, to maintain full cost recovery.

1. Any sub-zone subject to a proposed charge increase for Zone E services shall participate in a mail ballot proceeding. If the returned valid ballots from the record owners of property for the balloted sub-zone approve the annual charges by a simple majority (50% +1), then the properties within the sub-zone may be charged an amount up to the approved annual charges.

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE E (EXTENSIVE PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN

2. If the property owners of record within the sub-zone oppose an increase in the annual charges to provide Full Cost Recovery for a specified level of service, the CSD shall retain the option to provide service at a reduced level consistent with available funding.

D. If funding is insufficient to provide for services at the Street Tree Maintenance Service level, landscape maintenance services shall be eliminated. The service area shall continue to be charged at the current annual charges for the subsequent fiscal year to provide for abatement of weed and plant materials.

III. CSD Zone E Service Levels

A. CSD Zone E sub-zones shall receive a designated level of service as listed on the table found in Section IIIC of this policy as follows:

1. Based upon the available funding for each sub-zone, the CSD shall provide either **Standard Maintenance Service, Reduced Maintenance Service**, or **Street Tree Maintenance Service.**

2. In a sub-zones where costs exceed the available funding to support Street Tree Maintenance Service, the CSD shall have the option to:

   a. Provide the sub-zone with clean-up (removal of dead or dying landscaped plant materials) to be funded at the current annual charge rate for the subsequent fiscal year; and,

   b. Vacate the public interest and revert the sub-zone to the record owner(s) of property for maintenance. Maintenance of the sub-zone shall be the sole responsibility of the record owners of property within a sub-zone.

B. Service areas that don't fund the Full Cost Recovery to support Standard Maintenance Service will be evaluated to determine what level of service, if any, can be provided. The service level for each service area is contingent upon available funding to support the designated level of service.

C. The following table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager:

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE E (EXTENSIVE PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN

Description of Landscape Maintenance Service	CSD ZONE E – GENERAL SERVICE LEVEL GUIDELINES		
	Standard Maintenance Service	**Reduced Maintenance Service**	**Street Tree Maintenance Service**
Mowing, edging & trimming (of turf areas only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed (budget permitting)	N/A
Tree trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground cover trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf fertilizer	8 applications per year (minimum)	3 applications per year	N/A
Shrub fertilizer	2 applications per year	1 application per year	N/A
Tree fertilizer	As needed	As needed (budget permitting)	As needed (budget permitting)
Pesticides:			
Shrubs/Ground covers	Pre-emergent 2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground covers	Insect/disease control (as needed)	As needed (budget permitting)	N/A
Shrubs/Ground covers	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A
Turf	Weed control, insect, and disease control (as needed)	As needed (budget permitting)	N/A
Turf	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE E (EXTENSIVE PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN

IV. Volunteer Services

A. Volunteer assistance in subsidizing Reduced Maintenance Service or Street Tree Maintenance Service may be considered on a sub-zone by sub-zone basis and only where, in the CSD's opinion, the assistance of volunteers will significantly benefit the sub-zone.

B. Volunteer assistance is limited to the following nonessential services only:

1. Litter Removal

2. Weeding

3. Donation of plant materials

a. All plant material donations must be consistent with the current plant species used in the designated sub-zone and consistent with the Guidelines and Standards for Landscape Maintenance;

b. All plant material donations must be approved by the Special Districts Division Manager, or their designee;

c. All plant material donations become the property of the CSD and shall be physically planted by qualified landscape personnel employed or contracted by the City of Moreno Valley, Public Works Department, Special Districts; and,

d. No plant donations are to be planted by any person other than those listed in Section IVB3c of this policy.

C. All volunteers must complete a City approved Volunteer Application available from the City's Human Resources Department and comply with all requirements and guidelines stated within the Personnel Policy No. 5.3, Volunteer Policy.

D. Professional Licensed Contract Services may be donated with the understanding that:

1. The professional donating the service is a licensed contractor for the type of service being donated and can show proof of professional license and/or necessary certification;

2. The professional donating the service must have and be able to provide insurance certification showing they have liability insurance coverage with limits no less than the amount required by the City's Risk Management Division;

3. It is understood that all professional donations are just that, donations, and the professional shall receive no compensation, either direct or implied, by any agent or employee or official of the City, CSD, RDA, or Special Districts Division; and

4. Donations of professional services shall be accepted at the discretion of the Public Works Director/City Engineer.

Approved by Community Services District
September 25, 2007
Revised April 26, 2011

MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00198972

MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00198974

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: April 26, 2011

TITLE: PUBLIC HEARING TO CONSIDER FEE SCHEDULE FOR FISCAL YEAR 2011-12

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Conduct a Public Hearing to receive public input on the proposed Fee Schedule for Fiscal Year (FY) 2011-12; and

2. Adopt Resolution No. 2011-36, approving the Fee Schedule for FY 2011-12.

BACKGROUND

The guiding principle behind user fee cost recovery, as established in the California Government Code, is that a jurisdiction is entitled to recover the estimated reasonable cost of providing a service for which a fee is charged, but not to recover more than its estimated reasonable cost. The City's Fee Schedule is based upon this principle.

In 2005, a comprehensive review of the City's user fee structure and cost recovery policies was conducted with the assistance of the consulting firm DMG-Maximus. Building & Safety fees were excluded from this review and are based on an earlier study conducted by DMG-Maximus in 1999. One of the major policy decisions approved by the City Council in 1999, and which has continued to the present, is to adjust user fees each year based on the year-over-year change in February Consumer Price Index (CPI), All Items, for Los Angeles-Riverside-Orange County. This policy of adjusting fees based on the annual change in CPI provides a mechanism for user fees to be adjusted annually to keep pace with inflationary cost increases incurred by the City without the need for a comprehensive review of fees each year.

DISCUSSION

Although the City's user fees, in general, are adjusted based on the annual change in CPI, the annual process for establishing the recommended Fee Schedule provides City departments the opportunity to recommend other actions, as appropriate, with respect to their fees. Department fee recommendations may include a number of different actions including the following:

1. Adding new fees as recommended;
2. Deleting certain fees that are no longer applicable;
3. Moving a certain fee from one department/program to another to reflect changes in program oversight;
4. Revising a fee description to more accurately reflect the nature of the service provided;
5. Recommending a fee adjustment different than CPI if the cost of providing the service has materially changed in the past year; and
6. Recommending a different methodology for charging a given fee to achieve more equitable cost recovery.

In order to ensure consistency among departments, all new fees or fees that are proposed to increase are based on a uniform cost analysis methodology. All fees have been increased by the growth in the Consumer Price Index (CPI). If fees were increased by some other factor or if divisions requested that fees not be increased by CPI a comment will be shown in the comments column. All proposed fee additions, deletions or revisions have been identified in red text and the description of the modification will be shown in the comments column to make them more easily identifiable.

The increase in the CPI applied to existing fees is 1.2%. This factor was developed from data released by the Bureau of Labor Statistics (BLS) for the Los Angeles-Riverside-Orange County region and reflects the average growth in the CPI over the twelve month period of February 2010 through January 2011. A twelve month average was used to reduce the impact from spikes that may occur during any given month.

Other revisions to the fee schedule include the following:

Community Development Department / Building and Safety Division

All fees that are charged on an hourly basis were increased from $122 per hour to $150 per hour to reflect the fully burdened hourly rate.

All fees charged on an hourly basis by the Building and Safety Division have been increased to incorporate the related overhead costs. In the past this component was not included when charging the hourly rate fee to customers. This overhead is composed of internal service fund charges for rent and other fixed charges and service costs. Increasing these fees by this overhead component follows Council's policy of achieving full cost recovery for services.

Community Development Department / Planning Division

The Community Development Department proposes the following changes in the Planning Division fees:

The Planning Division fee for Agenda Subscription has been deleted since the agenda is available on the City's website.

The following Planning Division fees are being added to the fee schedule:

- Concurrent Processing – Base Fee + 30%
- Fully Burdened Hourly Rate - $168.00 per Hour

Most other planning fees, excluding deposit based fees and service fees, were increased by both the CPI and an additional factor of 32% which accounts for overhead costs related to the Planning Division. These overhead costs were identified during the last fee study but were not incorporated into the fee structure at that time. This overhead is composed of internal service fund charges for rent and other fixed charges and service costs. Increasing these fees by this overhead component follows Council's policy of achieving full cost recovery for services.

Financial & Administrative Services Department/Animal Services Division

The fees related to the cremation of companion pets has been deleted. Due to the lack of demand for the service and increasing regulatory requirements and related costs this service is no longer available.

Parks & Community Services Department

The following Recreation Program fees have been deleted from the fee schedule as the classes are no longer offered:

Adult Classes

- Golf Lessons
- Hip Hop /Funky Jazz
- Instant Piano for Extremely Busy People
- Kickboxing Aerobics
- Swing Dance

Youth/Teen Classes

- Parent And Me Gymnastics – Youth
- Tumbling Toddlers – Youth

The following Recreation Program fees are being added to the fee schedule:
Special Events

- Art au Soleil - $15.00 to $25.00 per Booth

The following Park Reservation fees are being added to the fee schedule:

Over 4 Hour Play
- Field Preparation – Weekend – Cost Recovery - $110.00

Park Fees
- Electrical Use - $35.00 per Day

The following Park Reservation fees are being deleted from the fee schedule:

Over 4 Hour Play
- Booking Fee Non-lighted Fields
- Booking Fee Lighted Fields

The following Facility Rental fees are being added to the fee schedule:

Senior Center
- Banquet Room with Patio – 4 hrs min Monday through Thursday (w Kitchen)
  - Group 1 -$20.00
  - Group 2 -$90.00
  - Group 3 -$175.00

- Banquet Room with Patio – 2 hrs min Friday through Sunday (w Kitchen)
  - Group 1 -$35.00
  - Group 2 -$175.00
  - Group 3 -$300.00

Conference and Recreation Center
- Grand Valley Ballroom with small patio attendance under 200 – 3 hour min Saturday
  - Group 3 - $250.00 per Hour
  - Group 4 - $350.00 per Hour

Mobile Stage Unit
- Category V Outside of boundaries of Moreno Valley - $600.00 per Day

Police Department

The following Police Department fees have been deleted because Polariod prints are no longer used:
- Taking of Polaroid print and providing photo/slide and negative (3”x5” or 8”x10”)
- Taking of Polaroid photograph or reprint

The hourly rates for police services at a public event were revised to reflect current contract rates.

- Police Sergeant - $95.37
- Police Officer - $70.67
- Community Services Officer - $48.35

Public Works Department/Special Districts

The Ballot Fee was deleted from the Special Districts fee schedule.

The Mail Ballot Proceeding Administrative Fee was revised to reflect full cost.

The following Special Districts fees are being added to the fee schedule:

- Miscellaneous Document Preparation, Review, Research, Processing etc

Mail Ballot Processing

- Administrative Fee (Annexations Only) - $1,753.00 per Proceeding
- Additional/Reschedule Council Meeting - $770.00 per Meeting
- Annexation/Boundary Map Preparation – Actual Cost per Map

Fee Schedule Implementation

The proposed updates to the Fee Schedule are scheduled to become effective Tuesday, July 5, 2011 to allow for the 60-day waiting period required for increases to development-related fees by Government Code Section 660016-17.

ALTERNATIVES

The following alternatives are available to the City Council:

1. Following the public hearing, adopt Resolution No. 2011-36, approving the proposed Fee Schedule for FY 2011-12.

2. Following the public hearing, modify the proposed Fee Schedule prior to adopting Resolution No. 2011-36.

3. Provide staff with further direction.

Staff recommends Alternative No. 1.

FISCAL IMPACT

User fees included in the City's Fee Schedule generate revenues that enable the City to provide a wide variety of services requested by our constituents. For FY 2011-12, these

revenues are projected to be approximately $13 million, which includes the General Fund and various zones in the Community Services District (CSD).

CITY COUNCIL GOALS

Revenue Diversification and Preservation: Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

SUMMARY

It has been City Council's policy to adjust user fees annually to reflect changes in the Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County region. The applicable CPI has increased slightly (1.2%) in the past year and most fees have been adjusted to reflect this increase. Other fee adjustments are recommended, where appropriate, to better reflect the City's actual cost of providing the applicable service, to achieve more equitable cost recovery, or to clarify how fees are applied. It is recommended that City Council adopt Resolution No. 2011- approving the Fee Schedule for FY 2011-12.

NOTIFICATION

The City Council meeting of April 26, 2011, has been properly noticed as a Public Hearing to consider the proposed FY 2011-12 Fee Schedule.

ATTACHMENTS/EXHIBITS

Resolution No. 2011-36
Exhibit "A" - Proposed Schedule of City Fees, Charges and Rates, Fiscal Year 2011-12

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ESTABLISHING SPECIFIED FEES FOR VARIOUS SERVICES FOR FISCAL YEAR 2011-12 AND REPEALING PRIOR RESOLUTIONS THAT MAY BE IN CONFLICT

WHEREAS, the City Council has in the past approved and adopted fee schedules for various services provided by the City for the benefit of a limited number of persons; and

WHEREAS, the cost of rendering such services should be borne by the beneficiaries of such service; and

WHEREAS, data supporting the estimated cost of providing said services has been made available to the City Council and to the public; and

WHEREAS, the City Council has duly considered at a duly noticed public hearing the question of whether or not to modify existing fees and establish new fees for such services, to provide more equitable cost recovery for such services; and

WHEREAS, at said hearing, the City Council duly considered all public comments which were made with respect to said question;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The fee schedule attached as Exhibit "A" hereto is hereby approved and adopted.

2. Where services are performed for the City by another governmental agency, the fees charged by the City shall be adjusted upward or downward to reflect fluctuations, if any, in the price which the City pays to the other government agency for such services. Such adjustments shall be made as the fluctuations occur if imposed upon the City without recourse.

3. All prior enactments of the City Council establishing fees for services, materials, impact and mitigation are hereby repealed to the extent that such enactments establish fees for services, materials and mitigation which are different than the fees established therefore by this Resolution, but shall otherwise remain in full force and effect.

4. All fees established by this Resolution shall, when collected, be paid to the City Treasurer for deposit into the General Fund of the City or into such special funds as may be otherwise required by law.

5. If any provision, clause, sentence or paragraph of this Resolution or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect any other provision or application of the provisions of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are hereby declared to be severable.

6. Each fee or charge set by this Resolution is for the specific process or service to which the fee or charge is related. When a process or service in addition thereto is requested or required, the appropriate additional fee or charge shall be imposed and collected only upon approval of the City Council.

7. When a fee or charge is indicated on a unit basis, a fee or charge for each such unit or portion of a unit associated with the requested or required process or service shall be imposed and collected.

8. If a deposit has been made on account of a fee or charge, and where the deposit is insufficient to pay the later-determined actual fee or charge, the balance due shall be paid to the City before any associated entitlement or permit is issued to the applicant. If the amount of the deposit exceeds the later-determined actual fee or charge, the overage shall be refunded to the applicant, except that an overage of one dollar or less shall not be refunded but shall be transferred to the General Fund of the City.

9. The fees approved, increased and established herein shall become effective July 4, 2011.

APPROVED AND ADOPTED this 26th day of April, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2011-36 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 26th day of April, 2011 by the following vote:

AYES: Council Members Hastings, Batey, Mayor Pro Tem Molina and Mayor Stewart

NOES: None

ABSENT: Council Member Co

ABSTAIN: None

_____

CITY CLERK

(SEAL)

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MV00198984

MORENO VALLEY
WHERE DREAMS SOAR

City of Moreno Valley

Schedule of City Fees, Charges and Rates

Fiscal Year 2011-12

City of Moreno Valley

Schedule of City Fees, Charges and Rates

Fiscal Year 2010-11

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Section 1 - City Clerk

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Agenda Subscription	per Year	$ 102.00		$ 103.00		
Certification of Public Records	Each	$ 6.00		$ 6.00		
Minutes Subscription	per Year	$ 102.00		$ 103.00		
Municipal Code and Code Supplements	per Page	$ 0.20	+mailing costs	$ 0.20	+mailing costs	
Nomination Papers Filing Fee	Each	$ 25.00	Pursuant to §10228 of the CA Elections Code	$ 25.00	Pursuant to §10228 of the CA Elections Code	
Notice of Intent Filing Fee	Each	$ 200.00	Pursuant to § 9202 of the CA Elections Code	$ 200.00	Pursuant to § 9202 of the CA Elections Code	
Audio Tape Recordings of Council Meetings	per Tape	$ 2.00		$ 2.00		
Fair Political Practices Commission (FPPC)	per Page	$ 0.10		$ 0.10		

MV00198987

Section 2 - City Manager

Cable TV Administration and Production

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Video Recordings of Council Meetings	per Tape	$ 1.00	$ 6.00	DEPT REQUEST
Recordings of Council Meetings on DVD	per DVD	$ 2.00	$ 2.00	No Change
Recording of Council Meetings on CD (Audio only MP3 file)	per CD	$ 1.00	$ 2.00	DEPT REQUEST

MV00198988

Section 3 - Community Development

Building and Safety

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Water Heater Permit	Each	$ 60.00	$ 60.00	
Water Heater Permit Re-inspection	Each	$ 60.00	$ 60.00	
Residential Tract Unit				
Note: Residential tract plan check fees and residential tract housing inspection fees are based on the following tables:				
1 Story Permit				
<= 1,400 sq ft		$ 454.00	$ 459.00	
> 1,400 sq ft	per 50 sq ft	$ 7.10	$ 7.19	
1 Story Plan Check				
<= 1,400 sq ft		$ 641.00	$ 649.00	
> 1,400 sq ft	per 50 sq ft	$ 6.52	$ 6.60	
1.5 Story Permit				
<= 1,400 sq ft		$ 525.00	$ 531.00	
> 1,400 sq ft	per 50 sq ft	$ 8.00	$ 8.10	

MV00198989

Section 3 - Community Development

Building and Safety

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
1.5 Story Plan Check				
<= 1,400 sq ft		$ 792.00	$ 802.00	
> 1,400 sq ft	per 50 sq ft	$ 8.60	$ 8.70	
2 Story Permit				
<= 1,400 sq ft		$ 637.00	$ 645.00	
> 1,400 sq ft	per 50 sq ft	$ 8.89	$ 9.00	
2 Story Plan Check				
<= 1,400 sq ft		$ 792.00	$ 802.00	
> 1,400 sq ft	per 50 sq ft	$ 8.60	$ 8.70	
Identical Unit Plan Check	per Unit	$ 88.00	$ 89.00	
Structural Alterations				
1 Story				
<= 1,400 sq ft		$ 372.00	$ 376.00	
> 1,400 sq ft	per 50 sq ft	$ 2.98	$ 3.02	
1.5 Story				
<= 1,400 sq ft		$ 391.00	$ 396.00	
> 1,400 sq ft	per 50 sq ft	$ 4.45	$ 4.50	
2 Story				
<= 1,400 sq ft		$ 391.00	$ 396.00	
> 1,400 sq ft	per 50 sq ft	$ 4.45	$ 4.50	

Section 3 - Community Development

Building and Safety

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Non-Structural Alterations				
1 Story				
<= 1,400 sq ft		$ 156.00	$ 158.00	
> 1,400 sq ft	per 50 sq ft	$ 1.48	$ 1.50	
1.5 Story				
<= 1,400 sq ft		$ 194.00	$ 196.00	
> 1,400 sq ft	per 50 sq ft	$ 2.07	$ 2.09	
2 Story				
<= 1,400 sq ft		$ 194.00	$ 196.00	
> 1,400 sq ft	per 50 sq ft	$ 2.07	$ 2.09	

Building Permit Fees

1997 Uniform Administrative Code fees

Building Plan Check Fees

When building plans are required by the Building Official, plan check fees shall be equal to the building permit fee (100%) and shall be paid at the time of submitting plans, excluding the permit issuance fee.

MV00198991

Section 3 - Community Development

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees

Building and Safety

Electrical Permit Fees

1997 Uniform Administrative Code fees

Note: An Electrical Permit Fee is separate from, and in addition to, the fee for any other permit which may be required by other code provisions.

Electrical Plan Check Fees

Whenever electrical plans are required by the Building Official, plan check fees shall be equal to the electrical permit (100%) and shall be paid at the time of submitting plans, excluding the permit fee.

Mechanical Permit Fees

1997 Uniform Administrative Code fees

Note: A mechanical permit fee is separate from, and in addition to, the fee for any other permit, which may be required by other code provisions.

Mechanical Plan Check Fees

Whenever mechanical plans are required by the Building Official, plan check fees shall be equal to the electrical permit (100%) and shall be paid at the time of submitting plans, excluding the permit fee.

Plumbing Permit Fees

1997 Uniform Administrative Code fees

Note: A plumbing permit fee is separate from, and in addition to, the fee for any other permit, which may be required by other code provisions.

Section 3 - Community Development

Building and Safety

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Plumbing Plan Check Fees				
Whenever plumbing plans are required by the Building Official, plan check fees shall be (100%) and shall be paid at the time of submitting plans, excluding the permit fee.				
Pool and Spa Permit Fees				
1997 Uniform Administrative Code				
Pool and Spa Plan Check Fees				
Whenever specific plans are required by the Building Official, plan check fees shall be equal to the electrical permit (100%) and shall be paid at the time of submitting plans, excluding the permit fee.				
Note: These fees do not include the permit fees for any parts of the pool and spa system which are subject to the requirements of other applicable codes.				
Miscellaneous Fees				
Minimum Permit Fee	Each	$ 122.00	$ 123.00	
Permit Issuance	Fee	$ 32.00	$ 32.00	

MV00198993

Section 3 - Community Development

Building and Safety

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Investigation Fees				
For work that is under construction for which no permit has been obtained, the investigation fee shall be equal to the value set forth in this Resolution for permit fees (building, electrical, mechanical, plumbing, etc). Plan check fees may be assessed as directed by the Building Official.				
Research/Administration Fee				
First 15 minutes		No charge		
Each additional 30 minutes or fraction thereof		$ 32.00	$ 32.00	
Re-inspection fees approved by the Building Official	per Hour	$ 122.00	$ 150.00	DEPT REQUEST
Inspections for which no fee is specifically identified	per Hour	$ 122.00	$ 150.00	DEPT REQUEST
Additional plan review required by changes, additions or revisions to approved plans or incomplete plan check re-submittal after 3 reviews	per Hour	$ 122.00	$ 150.00	DEPT REQUEST
Inspection outside of normal business hours (2 hr min)	per Hour	$ 122.00 *	$ 150.00 *	DEPT REQUEST
* Or the fully burdened hourly rate cost to the City, whichever is greater				
Premium Inspection - During business hours (Inspection provided within 2 hours after payment)	per Hour	$ 122.00	$ 150.00	DEPT REQUEST
Certificate of Occupancy Inspection	Each	$ 178.00	$ 180.00	

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Section 3 - Community Development

Code and Neighborhood Services

	Unit	Current Fee		Proposed Fee		Proposed Changes to Fees
Re-inspection Fee for Failed Compliance	Each	$ 181.00		$ 183.00		
Nuisance Abatement Administrative Fee						
Level 1 (4 hrs or less)	Each	$ 240.00		$ 243.00		
Level 2 (more than 4 hrs)	Hourly	$ 89.00		$ 90.00		
Removal of Signs in Right-of-Way						
Sign Removal	Each	$ 25.00		$ 25.00		
Surcharge on signs requiring special equipment or additional labor to remove	Each	$ 53.00	or actual cost of removal whichever is greater	$ 54.00	or actual cost of removal whichever is greater	
Lost or Stolen Parking Ticket Recovery	Each	$ 11.00		$ 11.00		
Drive-off Parking Violation	Each	$ 18.00		$ 18.00		
Department of Motor Vehicle (DMV) Hold	Each	$ 10.00	or current DMV rate	$ 10.00		
Certificate of Correction		$ 141.00		$ 143.00		
Rotational Tow Service Program						
Application	Each	$ 2,828.00		$ 2,862.00		
Agreement	Deposit	$ 5,000.00	Actual charge is "fully burdened" rate charge	$ 5,000.00	Actual charge is "fully burdened" rate charge	
Rotational Tow Vehicle Release Fee	Each	$ 74.00		$ 75.00		

MV00198995

Section 3 - Community Development

Planning

	Unit	Current Fee		Proposed Fee		Proposed Changes to Fees
~~Agenda Subscription~~	~~Annual~~	~~$ 100.00~~		~~$ 301.00~~		FEE DELETED
Annexation Process and Environmental Review	Deposit	$ 5,000.00	Actual charge is "fully burdened" rate charge	$ 5,000.00	Actual charge is "fully burdened" rate charge	No Change
Appeal		$ 750.00		$ 750.00		No Change
Change of Zone	Deposit	$ 3,000.00	Actual charge is "fully burdened" rate charge	$ 3,000.00	Actual charge is "fully burdened" rate charge	No Change
Conditional Use Permit		$ 7,684.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	$ 10,047.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	DEPT REQUESTED
Conditional Use Permit: Admin & Existing Structure		$ 4,616.00	Plus applicable notice and posting fees	$ 6,076.00	Plus applicable notice and posting fees	DEPT REQUESTED
Conditional Use Permit (Com/Ind)	per Acre	$ 65.00		$ 65.00		No Change
Conditional Use Permit: Amended CUP/Substantial Conformance		$ 4,168.00	Plus applicable notice and posting fees	$ 5,342.00	Plus applicable notice and posting fees	DEPT REQUESTED
Custom Home Review		$ 860.00		$ 1,019.00		DEPT REQUESTED
Development Agreement	Deposit	$ 7,400.00	Actual charge is "fully burdened" rate charge	$ 7,400.00	Actual charge is "fully burdened" rate charge	No Change

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Section 3 - Community Development

	Unit	Current Fee		Proposed Fee		Proposed Changes to Fees
Planning						
Development Agreement Amendment	Deposit	$ 3,225.00	Actual charge is "fully burdened" rate charge	$ 3,225.00	Actual charge is "fully burdened" rate charge	No Change
Development Agreement Annual Review	Deposit	$ 1,000.00	Actual charge is "fully burdened" rate charge	$ 1,000.00	Actual charge is "fully burdened" rate charge	No Change
Development Code Amendment	Deposit	$ 5,000.00	Actual charge is "fully burdened" rate charge	$ 5,000.00	Actual charge is "fully burdened" rate charge	No Change
Environmental Review						
EIR Report Preparation	Deposit	$ 7,000.00	Actual charge is "fully burdened" rate charge	$ 7,000.00	Actual charge is "fully burdened" rate charge	No Change
Expanded Initial Study / ~~Environmental Study Review~~ Expanded Project Review	Deposit	$500 per Study	Actual charge is "fully burdened" rate charge	$500 per Study	Actual charge is "fully burdened" rate charge	No Change
Environmental Assessment		$ 753.00		$ 1,006.00		DEPT REQUESTED
Environmental Mitigation Monitoring	Deposit	$ 3,500.00	Actual charge is "fully burdened" rate charge	$ 3,500.00	Actual charge is "fully burdened" rate charge	No Change
Extension of Time		$ 2,609.00		$ 3,181.00		DEPT REQUESTED
Fully Burdened Hourly Rate	Per Hour			$ 168.00		NEW FEE
General Plan Amendment	Deposit	$ 3,000.00	Actual charge is "fully burdened" rate charge	$ 3,000.00	Actual charge is "fully burdened" rate charge	No Change
Home Occupation Permit		$ 68.00		$ 91.00		DEPT REQUESTED

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Section 3 - Community Development

Planning

	Unit	Current Fee		Proposed Fee		Proposed Changes to Fees
Plan Check and Inspection						
Residential (1st through 3rd Review)		$ 486.00		$ 649.00		DEPT REQUESTED
Non-Residential (1st through 3rd Review)		$ 727.00		$ 971.00		DEPT REQUESTED
(Including multiple family projects: residential tentative and final tract map)						
Re-inspection		$ 142.00		$ 168.00		DEPT REQUESTED
4th and subsequent (Land Development Reviews)	Per Sheet	$ 71.00		$ 84.00		DEPT REQUESTED
4th and subsequent (All Other Reviews)		100% of original fee		100% of original fee		No Change
Concurrent processing				Base fee + 30%		NEW FEE
Newspaper Notice		$ 285.00		$ 285.00		No Change
Phasing Map		$ 1,955.00		$ 2,321.00		DEPT REQUESTED
Planning Letter						
Basic		$ 84.00		$ 112.00		DEPT REQUESTED
Interpretation and Research Required	Deposit	$ 250.00	Actual charge is "fully burdened" rate charge	$ 250.00	Actual charge is "fully burdened" rate charge	No Change
Planning Review of Building Permits		$ 178.00	+5% of plan check fee	$ 178.00	+5% of plan check fee	No Change

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Section 3 - Community Development

Planning

Plot Plan

	Unit	Current Fee		Proposed Fee		Proposed Changes to Fees
With hearing		$ 8,274.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	$ 10,256.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	DEPT REQUESTED
(Note: More than one may be charged for projects with multiple buildings or parcels)						
Without hearing (notice)		$ 5,652.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	$ 6,892.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	DEPT REQUESTED
Without hearing (no notice)		$ 2,702.00		$ 3,384.00		DEPT REQUESTED
Amended plot plan/substantial conformance		$ 2,940.00		$ 3,759.00		DEPT REQUESTED
Multi-Family	per Unit	$ 30.00		$ 40.00		DEPT REQUESTED
Plot Plan Conditional Use Permit (Com/Ind)	per Acre	$ 65.00		$ 87.00		DEPT REQUESTED
Administrative (Includes second units ~~and granny flats~~)		$ 607.00		$ 811.00		DEPT REQUESTED
Property Posting		$140 per street frontage + $75 per project		$140 per street frontage + $75 per project		No Change
Pre-application Review		$ 561.00		$ 749.00		DEPT REQUESTED

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Section 3 - Community Development

	Unit	Current Fee		Proposed Fee		Proposed Changes to Fees
Planning						
Renewal Fee		50% of original fee		50% of original fee		
Reversion to Acreage	Deposit	$ 1,500.00	Actual charge is "fully burdened" rate charge	$ 1,500.00	Actual charge is "fully burdened" rate charge	No Change
Signs						
Banner		$ 31.00		$ 41.00		DEPT REQUESTED
Permit: Wall		$ 87.00		$ 116.00		DEPT REQUESTED
Permit: Monument		$ 346.00		$ 462.00		DEPT REQUESTED
Permit: Pole and Freeway		$ 578.00		$ 772.00		DEPT REQUESTED
Review Program	Deposit	$ 650.00	Actual charge is "fully burdened" rate charge	$ 650.00	Actual charge is "fully burdened" rate charge	No Change
Program Amendment Review	Deposit	$ 325.00	Actual charge is "fully burdened" rate charge	$ 325.00	Actual charge is "fully burdened" rate charge	No Change
Special Event Permit		$ 34.00		$ 34.00		No Change
Specific Plan	Deposit	$17,000.00	Actual charge is "fully burdened" rate charge	$ 17,000.00	Actual charge is "fully burdened" rate charge	No Change
Specific Plan Amendment	Deposit	$ 8,000.00	Actual charge is "fully burdened" rate charge	$ 8,000.00	Actual charge is "fully burdened" rate charge	No Change

Section 3 - Community Development

Planning

	Unit	Current Fee		Proposed Fee		Proposed Changes to Fees
Subdivision Sales Office (Trailer) and Model Home Complexes-Temporary		$ 862.00		$ 1,007.00		DEPT REQUESTED
Temporary Use Permits		$ 241.00		$ 277.00		DEPT REQUESTED
Tentative Parcel Map						
Residential		$ 6,709.00 +		$ 8,409.00		DEPT REQUESTED
additional lot	per Lot	$ 87.00		$ 116.00		DEPT REQUESTED
		+ applicable environmental review and applicable notice and posting fees.		+ applicable environmental review and applicable notice and posting fees.		
Commercial		$ 7,422.00 +		$ 9,130.00		DEPT REQUESTED
additional lot	per Lot	$ 87.00		$ 116.00		DEPT REQUESTED
		+ applicable environmental review and applicable notice and posting fees.		+ applicable environmental review and applicable notice and posting fees.		
Waiver	Deposit	$ 1,000.00	Actual charge is "fully burdened" rate charge plus applicable notice and posting fees.	$ 1,000.00	Actual charge is "fully burdened" rate charge plus applicable notice and posting fees.	No Change
Tentative Tract or Condo Map		$ 8,497.00 +		$ 10,562.00 +		DEPT REQUESTED
additional lot	per Lot	$ 72.00		$ 96.00		DEPT REQUESTED
		+ applicable environmental review and applicable notice and posting fees.		+ applicable environmental review and applicable notice and posting fees.		
Tentative Tract or Parcel Map Revised		$ 4,229.00	Plus applicable notice and posting fees	$ 5,346.00	Plus applicable notice and posting fees	DEPT REQUESTED

Section 3 - Community Development

Planning

	Unit	Current Fee		Proposed Fee		Proposed Changes to Fees
Variance from Standards						
Public Hearing Variance		$ 2,618.00	Plus applicable notice and posting fees	$ 3,497.00	Plus applicable notice and posting fees	DEPT REQUESTED
Administrative Variance		$ 474.00		$ 633.00		DEPT REQUESTED

Notes:

The environmental review fee shall be charged only one time for concurrently filed major developmental review applications. For example, the fee for a concurrently filed Parcel Map and Plot Plan will be the sum of the respective fees minus one environmental review fee.

Fees for quasi-public uses shall be reduced by 25%.

Section 4 - Financial & Administrative Services

Animal Services

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Adoption Fee (Does not include the cost for spay/neuter)				
Dogs	Each	$ 30.00	$ 30.00	
Cats	Each	$ 19.00	$ 19.00	
Rabbit, Hamsters and Guinea Pigs	Each	$ 10.00	$ 10.00	
Other Animals *	Each	$ 10.00	$ 10.00	
* Fee for "Other Animals" not to exceed the fair market price				
Deposits (Refundable)				
Rabies Vaccination	Each	$ 20.00	$ 20.00	No Change
Spay & Neuter	Each	$ 75.00	$ 75.00	No Change
Owner Relinquishment				
Dog/Cat*	Each	$ 22.00	$ 22.00	
Dog/Cat-Litter*	Each	$ 22.00	$ 22.00	
Other Domestic*	Each	$ 10.00	$ 10.00	
* Owner may be asked to pay for the cost of spay/neuter and/or vaccines				
** Out of area animals are accepted at the discretion of shelter staff based on adoptability and shelter population				
Owner Requested Companion Pet Euthanasia				
Small/Medium (0-50 lbs)	Each	$ 22.00	$ 22.00	
Medium/Large (> 50 lbs)	Each	$ 26.00	$ 26.00	
Litter (up to 8)	Each	$ 22.00	$ 22.00	
Litter (each add'l >8)	Each	$ 2.00	$ 2.00	
Deceased Animal Disposal				
Small/Medium (0-50 lbs)	Each	$ 18.00	$ 18.00	
Medium/Large (51+ lbs)	Each	$ 22.00	$ 22.00	
~~Cremation of Deceased Companion Pets~~				
~~Base fee (Includes container)~~	~~Each~~	~~$ 90.00~~	~~$ 91.00~~	FEE DELETED
~~Additional pounds > 60lbs~~	~~per Pound~~	~~$ 1.00~~	~~$ 1.00~~	FEE DELETED

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Section 4 - Financial & Administrative Services

Animal Services

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Animal Redemption				
1st Impound	Per Animal	$ 25.00	$ 25.00	
2nd Impound	Per Animal	$ 50.00	$ 51.00	
3rd Impound	Per Animal	$ 75.00	$ 76.00	
More than 3 (each occurrence)*	Per Animal	See Note *	See Note *	
Small Livestock **	Per Animal	$ 29.00	$ 29.00	
Large Livestock **	Per Animal	$ 58.00	$ 59.00	
Other (birds, reptiles, etc)	Per Animal	$ 19.00	$ 19.00	
* Impound fee will increase by $50 for each additional occurrence. For example the 4th occurrence would be $125, the 5th occurrence would be $175 etc.				
** Trailering Fee		$ 57.00	$ 58.00	
		+ actual cost for AC(	+ actual cost for ACO	
Boarding				
Dogs, Cats & Other	Per Day	$ 6.00	$ 6.00	
Small Livestock	Per Day	$ 8.00	$ 8.00	
Large Livestock	Per Day	$ 11.00	$ 11.00	
Other Small Animals	Per Day	$ 5.00	$ 5.00	
Special handling fee	Per Animal	$ 20.00	$ 20.00	
(Special handling relates to call that require additional Animal Control Officers or extraordinary circumstances such as badly decomposed, owned, deceased animals or transportation to a Veterinarian for sick/injured				
Re-inspection Fee (Failed compliance on confinement/property inspections)	Per Inspection	$ 50.00	$ 51.00	

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Section 4 - Financial & Administrative Services

Animal Services

			Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Licensing						
	Dog (altered)					
		1 year	Each	$ 10.00	$ 11.00	DEPT REQUEST
		2 year	Each	$ 19.00	$ 20.00	DEPT REQUEST
		3 year	Each	$ 26.00	$ 27.00	DEPT REQUEST
	Dog (unaltered)					
		1 year	Each	$ 41.00	$ 42.00	DEPT REQUEST
		2 year	Each	$ 60.00	$ 62.00	DEPT REQUEST
		3 year	Each	$ 78.00	$ 80.00	DEPT REQUEST
	Potentially Dangerous/Vicious		Each	$ 99.00	$ 100.00	
	Economic Hardship* (altered only)		Each	$ 6.00	$ 6.00	
	*Residents must provide proof that they earn 65% of the median income as set by HUD for the County of Riverside.					
	Late Fee		Each	$ 19.00	$ 19.00	
	Transfer Fee		Each	$ 6.00	$ 6.00	
	Lost Tag Replacement		Each	$ 6.00	$ 6.00	
Kennel						
	Class I Dog					
		1 year	Each	$ 128.00	$ 130.00	
		2 year	Each	$ 189.00	$ 191.00	
	Class II Dog					
		1 year	Each	$ 194.00	$ 196.00	
		2 year	Each	$ 251.00	$ 254.00	
	Cattery					
		1 year	Each	$ 128.00	$ 130.00	
		2 year	Each	$ 189.00	$ 191.00	
	Late Fee			$ 61.00	$ 62.00	

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Section 4 - Financial & Administrative Services

Animal Services

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Other Services				
Dog DA2PP Vaccination *	Each	$ 10.00	$ 10.00	
Cat FVRCP Vaccination **	Each	$ 10.00	$ 10.00	
Microchip (Owner to pay AKC registration fee)	Each	$ 16.00	$ 16.00	

* DA2PP Vaccination- Distemper, Adeno-2, Parvo and Oanfluenza (commonly known as a 5 in 1)
** FVRCP Vaccination - Feline Viral Rhinotracheitus (FHV-1), Calicivirus and Panleukopenia (commonly known as a 4 in 1)

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Trap Rental				
Cat				
Trap Rental	per Week	$ 12.00	$ 12.00	No Change
Refundable Deposit		$ 50.00	$ 50.00	No Change
Dog				
Trap Rental	per Week	$ 20.00	$ 20.00	No Change
Refundable Deposit		$ 150.00	$ 150.00	No Change
Requests for Information	per Page	$ 0.20	$ -	
Pet Identification Tags	Each	$5.50 - $7.50		
Surcharges				
Unlicensed Animal	Each	$ 15.00	$ 15.00	
Un-altered Animal	Each	$ 15.00	$ 15.00	
Out-of-area Service Request (for non-residents)	Each	$ 25.00	$ 25.00	
Un-altered Kennel/Cattery	Each	$ 50.00	$ 51.00	
Owner Field Service Request	Each	$ 15.00	$ 15.00	
After Hours Emergency Field Response	Each	$ 20.00	$ 20.00	

Section 4 - Financial & Administrative Services

Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees

Animal Services

Municipal Code Reference	Violation	Offenses within a 36 month period		
		1st	2nd	3rd
10.02.020 A	Failure to License Dog/Wear License Tag	$50.00	$100.00	$200.00
10.02.020 B	Failure to Vaccinate for Rabies	$50.00	$100.00	$200.00
10.02.040	Failure to License Kennel/Cattery	$100.00	$200.00	$500.00
10.02.130 A-G	Animal Cruelty-Minor Offense	$100.00	$200.00	$500.00
10.02.130 A-G	Animal Cruelty-Major Offense	$200.00	$500.00	
10.02.090 N	Animal Abandonment	$100.00	$200.00	$500.00
10.02.080 A,B	Animal at Large-Altered	$50.00	$100.00	$200.00
10.02.080 A,B	Animal at Large-Unaltered	$100.00	$200.00	$500.00
10.02.080 E	Animal at Large-Threat to Public Safety	$200.00	$500.00	$500.00 (plus removal from City*)
10.02.100	Failure to Provide Proof of Spay/Neuter (spay/neuter deposit forfeited)	$150.00		
10.02.160	Failure to Comply with Public Nuisance Remedial Requirements	$100.00	$200.00	$500.00
10.02.240-270	Failure to Comply with Requirements for Potentially Dangerous or Vicious Animals	$500.00	$500.00	s removal from City*)
10.02.120	Failure to Quarantine/Produce the Animal/Concealing Information	$100.00	$200.00	$500.00
10.02.110	Barking Dog	$100.00	$200.00	$500.00
10.02.140 C,D	Interference with ACE or Tampering with Animal/Equipment	$100.00	$200.00	$500.00
10.02.010	Failure to Pay for Services Rendered or Outstanding Fees	$50.00	(plus outstanding balance)	
H&S 122335	Dog Tethering Violation	$50.00	$100.00	$200.00
H&S 122125- 122220	Violation of Pet Protection Act (Businesses/Commercial Breeding)	$50.00	$200.00	$500.00

* 10.20.160 B.8 Public Nuisance-Prohibit or regulate the acquiring and keeping within the city specified animals for a period of up to five years.

Section 4 - Financial & Administrative Services

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Financial Operations				
Annual City Budget	Each	$10.00	$10.00	Also available on City website
Comprehensive Annual Financial Report (CAFR)	Each	$10.00	$10.00	Also available on City website

The Annual City Budget and the CAFR are also available on the City's website at the following links:

Budget http://www.moval.org/city_hall/departments/admin/budgetoffice.shtml

CAFR http://www.moval.org/city_hall/departments/admin/financial-ops.shtml

	Unit	Current Fee	Proposed Fee
Treasury Operations			
Collection of Returned Check	Each	$31.00	$31.00
Business License			
Application	per License	$57.00	$58.00
Vehicle Tag	per Tag	$6.00	$6.00
License for Farmers Market at Towngate Mall	Per Vendor Per Day	$5.00	$5.00
License for single day events	Per Vendor Per Day	$5.00	$5.00
(Note: Licenses for single day events must be reviewed and approved by the Financial & Administrative Services Director)			
Reprint of License	Each	$5.00	$5.00
Business Listing	Each	$20.00	$20.00
Photo Identification Card	Each	$5.00	$5.00

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Section 5 - Fire

	Unit	Current Fee	Proposed Fee		Changes to Fees
Pre-Development					
Annexation Agreement	Deposit	$ 94.00	$ 94.00		
Community Care Facility (Pre-inspection)					
25 or less		$ 50.00	$ 50.00	State Mandated	
26 or more		$ 100.00	$ 100.00	State Mandated	
Revised Tentative Parcel Map		$ 425.00	$ 430.00		
Fuel Modification Plan		$ 100.00	$ 101.00		
Fire Protection Plan		$ 326.00	$ 330.00		
Alternate methods and materials		$ 100.00	$ 101.00		
3rd review and subsequent submittals		$ 100.00	$ 101.00		
OTC/Misc Plan Review		$ 100.00	$ 101.00		

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Section 5 - Fire

Architectural / Development

Plan Check and Inspections

	Unit	Plan Check Current Fee	Plan Check Proposed Fee	Inspection Current Fee	Inspection Proposed Fee
A-1 <=10,000 SF		$ 623.00	$ 630.00	$ 599.00	$ 606.00
A-1 > 10,000 SF		$ 773.00	$ 782.00	$ 798.00	$ 808.00
A-2, 2.1 <= 10,000 SF		$ 524.00	$ 530.00	$ 499.00	$ 505.00
A-2, 2.1 > 10,000 SF		$ 674.00	$ 682.00	$ 699.00	$ 707.00
A-3 <= 10,000 SF		$ 524.00	$ 530.00	$ 550.00	$ 557.00
A-3 >10,000 SF		$ 623.00	$ 630.00	$ 599.00	$ 606.00
A-4 <= 5000 SF		$ 424.00	$ 429.00	$ 499.00	$ 505.00
A-4 > 5000 SF		$ 475.00	$ 481.00	$ 550.00	$ 557.00
A-5<=5000 SF		$ 411.00	$ 416.00	$ 484.00	$ 490.00
A-5>5000 SF		$ 461.00	$ 467.00	$ 533.00	$ 539.00
A TI 0-5000 SF		$ 325.00	$ 329.00	$ 399.00	$ 404.00
A TI 5001 - 25,000 SF		$ 424.00	$ 429.00	$ 499.00	$ 505.00
A TI > 25,001 SF		$ 524.00	$ 530.00	$ 550.00	$ 557.00
B 0-5000 SF		$ 175.00	$ 177.00	$ 233.00	$ 236.00
B 5001 - 50,000 SF		$ 274.00	$ 277.00	$ 399.00	$ 404.00
B >50,000 SF		$ 374.00	$ 378.00	$ 550.00	$ 557.00
B TI 0-5000 SF		$ 151.00	$ 153.00	$ 207.00	$ 209.00
B TI 5001 - 50,000 SF		$ 200.00	$ 202.00	$ 300.00	$ 304.00
B TI >50,000 SF		$ 274.00	$ 277.00	$ 374.00	$ 378.00
E-1,2 0-2000 SF (private schools only)		$ 224.00	$ 227.00	$ 350.00	$ 354.00
E-1,2 2001 - 20,000 SF (private schools only)		$ 274.00	$ 277.00	$ 399.00	$ 404.00
E-1,2 > 20,000 SF (private schools only)		$ 424.00	$ 429.00	$ 475.00	$ 481.00
E-1,2 TI 0-2000 SF (private schools only)		$ 100.00	$ 101.00	$ 207.00	$ 209.00
E-1,2 TI 2001 - 20,000 SF (private schools only)		$ 151.00	$ 153.00	$ 233.00	$ 236.00
E-1,2 TI > 20,000 SF (private schools only)		$ 200.00	$ 202.00	$ 258.00	$ 261.00
E-3 0-1000 SF (private schools only)		$ 125.00	$ 127.00	$ 207.00	$ 209.00
E-3 1001 - 20,000 SF (private schools only)		$ 224.00	$ 227.00	$ 424.00	$ 429.00
E-3 > 20,000 SF (private schools only)		$ 274.00	$ 277.00	$ 475.00	$ 481.00
E-3 TI 0-1000 SF (private schools only)		$ 100.00	$ 101.00	$ 182.00	$ 184.00
E-3 TI 1001 - 20,000 SF (private schools only)		$ 125.00	$ 127.00	$ 207.00	$ 209.00
E-3 TI > 20,000 SF (private schools only)		$ 151.00	$ 153.00	$ 233.00	$ 236.00
F,M,S 0-5000 SF		$ 224.00	$ 227.00	$ 350.00	$ 354.00
F,M,S 5001 - 12,500 SF		$ 325.00	$ 329.00	$ 399.00	$ 404.00
F,M,S 12,501 - 100,000 SF		$ 374.00	$ 378.00	$ 499.00	$ 505.00
F,M,S > 100,000 SF		$ 424.00	$ 429.00	$ 599.00	$ 606.00
F,M,S TI 0-5000 SF		$ 151.00	$ 153.00	$ 233.00	$ 236.00
F,M,S TI 5001 - 12,500 SF		$ 175.00	$ 177.00	$ 300.00	$ 304.00
F,M,S TI 12,501 - 100,000 SF		$ 224.00	$ 227.00	$ 325.00	$ 329.00
F,M,S TI > 100,000 SF		$ 274.00	$ 277.00	$ 350.00	$ 354.00
H-1,2,3, 7 0-1000 SF		$ 325.00	$ 329.00	$ 374.00	$ 378.00
H-1,2,3, 7 1001- 2,500 SF		$ 374.00	$ 378.00	$ 399.00	$ 404.00
H-1,2,3, 7 2,501 - 10,000 SF		$ 475.00	$ 481.00	$ 499.00	$ 505.00
H-1,2,3, 7 > 10,000 SF		$ 599.00	$ 606.00	$ 599.00	$ 606.00

Section 5 - Fire

Plan Check and Inspections (Cont)

	Unit	Plan Check Current Fee	Plan Check Proposed Fee	Inspection Current Fee	Inspection Proposed Fee
H-1,2,3, 7 TI 0-1000 SF		$ 224.00	$ 227.00	$ 325.00	$ 329.00
H-1,2,3, 7 TI 1001- 2,500 SF		$ 274.00	$ 277.00	$ 350.00	$ 354.00
H-1,2,3, 7 TI 2,501 - 10,000 SF		$ 325.00	$ 329.00	$ 374.00	$ 378.00
H-1,2,3, 7 TI > 10,000 SF		$ 374.00	$ 378.00	$ 399.00	$ 404.00
H-4,5,6 0-1000 SF		$ 250.00	$ 253.00	$ 374.00	$ 378.00
H-4,5,6 1001- 2,500 SF		$ 350.00	$ 354.00	$ 399.00	$ 404.00
H-4,5,6 2,501 - 10,000 SF		$ 450.00	$ 455.00	$ 450.00	$ 455.00
H-4,5,6 > 10,000 SF		$ 574.00	$ 581.00	$ 499.00	$ 505.00
H-4,5,6 TI 0-1000 SF		$ 200.00	$ 202.00	$ 325.00	$ 329.00
H-4,5,6 TI 1001- 2,500 SF		$ 250.00	$ 253.00	$ 350.00	$ 354.00
H-4,5,6 TI 2,501 - 10,000 SF		$ 300.00	$ 304.00	$ 374.00	$ 378.00
H-4,5,6 TI > 10,000 SF		$ 350.00	$ 354.00	$ 399.00	$ 404.00
L-0-1,000 SF		$ 315.00	$ 319.00	$ 361.00	$ 365.00
L-1,001-2,500 SF		$ 363.00	$ 367.00	$ 387.00	$ 392.00
L-2,501-10,000 SF		$ 461.00	$ 467.00	$ 484.00	$ 490.00
L->10,000 SF		$ 581.00	$ 588.00	$ 581.00	$ 588.00
L-T.I. 0-1,000 SF		$ 217.00	$ 220.00	$ 315.00	$ 319.00
L-T.I. 1,001-2,500 SF		$ 266.00	$ 269.00	$ 339.00	$ 343.00
L-T.I. 2,501-10,000 SF		$ 315.00	$ 319.00	$ 363.00	$ 367.00
L-T.I. >10,000 SF		$ 363.00	$ 367.00	$ 387.00	$ 392.00
I Occupancies	Deposit	$ 350.00	$ 350.00	$ 393.00	$ 398.00
R-1, 2 0-5000 SF		$ 224.00	$ 227.00	$ 325.00	$ 329.00
R-1, 2 5001 - 25,000 SF		$ 274.00	$ 277.00	$ 350.00	$ 354.00
R-1, 2 >25,001 SF		$ 325.00	$ 329.00	$ 399.00	$ 404.00
R-3 Model 1-5 homes		$ 175.00	$ 177.00	$ 233.00	$ 236.00
R-3 Model > 6 homes		$ 224.00	$ 227.00	$ 282.00	$ 285.00
R-3 Custom (1-2 units)		$ 151.00	$ 153.00	$ 225.00	$ 228.00
U - Occupancy		$ 151.00	$ 153.00	$ 200.00	$ 202.00
Shell 0-50,000 SF		$ 998.00	$ 1,010.00	$ 874.00	$ 884.00
Shell > 50,000 SF	Deposit	$ 350.00	$ 350.00	$ 350.00	$ 350.00
High-rise (4 floors or greater)	Deposit	$ 350.00	$ 350.00	$ 362.00	$ 362.00

	Occupancy Classifications
A	Facilities for Assemblies
B	Professional or Service Facilities
E	Educational Facilities
F	Factory and Industrial (non H)
H	Factory and Industrial (high fire, explosion or health hazard)
I	Hospitals, Nursing Homes
L	Laboratories
M	Sale of Merchandise
R	Hotels, Apartments and Congregate Residences
S	Storage (non hazardous)
U	Garages, Carports, Sheds and Agricultural Buildings

Section 5 - Fire

Fire Development

Development Plan Check and Inspection

	Unit	Plan Check Current Fee	Plan Check Proposed Fee	Inspection Current Fee	Inspection Proposed Fee
Sprinkler System New 1-100 heads		$ 225.00	$ 228.00	$ 526.00	$ 532.00
Sprinkler System New > 100 heads		$ 352.00	$ 356.00	NA	NA
Sprinkler System New 101-300 heads		NA	NA	$ 575.00	$ 582.00
Sprinkler System New 301-700 heads		NA	NA	$ 626.00	$ 634.00
Sprinkler System New > 700 heads		NA	NA	$ 676.00	$ 684.00
Sprinkler TI 1-10 heads		$ 151.00	$ 153.00	$ 225.00	$ 228.00
Sprinkler TI 11-25 heads		$ 175.00	$ 177.00	$ 425.00	$ 430.00
Sprinkler TI 51-100 heads		$ 225.00	$ 228.00	$ 476.00	$ 482.00
Sprinkler TI > 100 heads		$ 250.00	$ 253.00	$ 526.00	$ 532.00
Alarm New 1-10 Initiating Devises with notification		$ 151.00	$ 153.00	$ 326.00	$ 330.00
Alarm New 11-50 Initiating Devises with notification		$ 225.00	$ 228.00	$ 352.00	$ 356.00
Alarm New 51-100 Initiating Devises with notification		$ 276.00	$ 279.00	$ 400.00	$ 405.00
Alarm New > 100 Initiating Devises with notification		$ 326.00	$ 330.00	$ 476.00	$ 482.00
Alarm TI 1-10 Initiating Devices with notification		$ 126.00	$ 128.00	$ 276.00	$ 279.00
Alarm TI 11-50 Initiating Devices with notification		$ 151.00	$ 153.00	$ 301.00	$ 305.00
Alarm TI 51-100 Initiating Devices with notification		$ 201.00	$ 203.00	$ 352.00	$ 356.00
Alarm TI > 100 Initiating Devices with notification		$ 276.00	$ 279.00	$ 400.00	$ 405.00
ESFR	per Riser	$ 151.00	$ 153.00	NA	NA
Underground Sprinkler	per Riser	$ 225.00	$ 228.00	$ 609.00	$ 616.00
Underground Hydrant		$ 175.00	$ 177.00	$ 609.00	$ 616.00
Underground Combo Up to 4 Connections		$ 326.00	$ 330.00	$ 684.00	$ 692.00
Aboveground Hydrant		$ 250.00	$ 253.00	$ 500.00	$ 506.00
Residential Sprinkler 13R Family 1-2 units		$ 225.00	$ 228.00	$ 500.00	$ 506.00
Residential Sprinkler 13D Single Family 1-2 units		$ 175.00	$ 177.00	$ 500.00	$ 506.00
Residential Sprinkler 13R Multi Family up to 4 stories	per System	$ 301.00	$ 305.00	$ 626.00	$ 634.00
Hood and Duct	per System	$ 151.00	$ 153.00	$ 208.00	$ 210.00
Fire Pump	per Pump	$ 276.00	$ 279.00	$ 276.00	$ 279.00
Standpipes		$ 375.00	$ 380.00	$ 284.00	$ 287.00
Special Extinguishing Systems		$ 175.00	$ 177.00	NA	NA
Vapor Recovery Special Equipment		$ 151.00	$ 153.00	NA	NA
Medical Gases Special System		$ 175.00	$ 177.00	$ 182.00	$ 184.00
Industrial Gases Special System		$ 225.00	$ 228.00	$ 284.00	$ 287.00
Liquefied Petroleum Gases Special System > 500 gal		$ 225.00	$ 228.00	$ 333.00	$ 337.00
Tank/Piping Installation	per Tank	$ 234.00	$ 237.00	$ 234.00	$ 237.00
Tank/Piping Removal	per Tank	$ 158.00	$ 160.00	$ 276.00	$ 279.00
Ovens, industrial baking or drying per oven, furnace or kiln Special Equip. (New Construction)		$ 126.00	$ 128.00	$ 182.00	$ 184.00
Smoke Control		$ 225.00	$ 228.00	$ 333.00	$ 337.00
Dust Collection Special Equipment		$ 151.00	$ 153.00	$ 182.00	$ 184.00
Hazmat Storage		$ 276.00	$ 279.00	$ 284.00	$ 287.00
High Piled/Solid Piled Storage Class III, IV, High Hazard		$ 326.00	$ 330.00	$ 434.00	$ 439.00
Racking System		$ 375.00	$ 380.00	$ 434.00	$ 439.00
Regulated Refrigeration per system		$ 151.00	$ 153.00	$ 284.00	$ 287.00

Section 5 - Fire

Development Plan Check and Inspection (Cont)

	Unit	Plan Check Current Fee	Plan Check Proposed Fee	Inspection Current Fee	Inspection Proposed Fee
Miscellaneous Industrial Equipment Install		$ 151.00	$ 153.00	$ 182.00	$ 184.00
FPE Technical Report Major Review		$ 425.00	$ 430.00	NA	NA
FPE Technical Report Minor Review		$ 225.00	$ 228.00	NA	NA
Spray Booth Inspection		NA	NA	$ 284.00	$ 287.00
Foam/Liquid System Inspection		NA	NA	$ 333.00	$ 337.00
ESFR Inspection		NA	NA	$ 74.00	$ 75.00
Dry Chemical System Inspection		NA	NA	$ 234.00	$ 237.00
CO2 System Inspection		NA	NA	$ 234.00	$ 237.00
Inert Gas System Inspection		NA	NA	$ 234.00	$ 237.00
FM200 Clean Agent System		NA	NA	$ 234.00	$ 237.00
Adult Care Facility Inspection		NA	NA	$ 375.00	$ 380.00
Child Care Facility Inspection		NA	NA	$ 375.00	$ 380.00
Residential Care Facilities 1 - 6		NA	NA	$ 352.00	$ 356.00
Residential Care Facilities >6	per Story	NA	NA	$ 143.00	$ 145.00
K-12 Public School Inspection		NA	NA	$ 190.00	$ 192.00
K-12 Private School Inspection		NA	NA	$ 425.00	$ 430.00
High-rise Inspection	per Hour	NA	NA	$ 100.00	$ 101.00
Asbestos removal		NA	NA	$ 234.00	$ 237.00
Work without Approval or Permit		NA	NA	$ 201.00	$ 203.00
Inspection following Failure to Maintain Fire Protection Systems		NA	NA	$ 201.00	$ 203.00
Fire Prevention Inspection/Re-inspection/Phasing		NA	NA	$ 142.00	$ 144.00

Renewable Permit Fees

	Unit	Initial Plan Check Current Fee	Initial Plan Check Proposed Fee	Annual Inspection Current Fee	Annual Inspection Proposed Fee
Aerosol Products		$ 224.00	$ 227.00	$ 63.00	$ 64.00
Aircraft Refueling Vehicles		$ 175.00	$ 177.00	$ 88.00	$ 89.00
Automobile Wrecking Yard		$ 175.00	$ 177.00	$ 188.00	$ 190.00
Battery System		$ 224.00	$ 227.00	$ 63.00	$ 64.00
Candles and Open Flame in Assembly Occupancy Areas		$ 125.00	$ 127.00	$ 63.00	$ 64.00
Cellulose Nitrate Film		$ 125.00	$ 127.00	$ 63.00	$ 64.00
Cellulose Nitrate Storage		$ 175.00	$ 177.00	$ 188.00	$ 190.00
Combustible fiber Storage		$ 175.00	$ 177.00	$ 188.00	$ 190.00
Combustible materials Storage		$ 175.00	$ 177.00	$ 188.00	$ 190.00
Commercial Rubbish Handling Operation		$ 175.00	$ 177.00	$ 188.00	$ 190.00
Compressed Gases		$ 200.00	$ 202.00	$ 188.00	$ 190.00
Cryogens		$ 200.00	$ 202.00	$ 188.00	$ 190.00
Dry Cleaning Plant		$ 224.00	$ 227.00	$ 288.00	$ 291.00
Dust-Producing Operations		$ 125.00	$ 127.00	$ 88.00	$ 89.00
Explosives or Blasting agents, Use or Transportation		$ 274.00	$ 277.00	$ 312.00	$ 316.00
Flammable or Combustible Liquids pipelines, store, handle, use		$ 274.00	$ 277.00	$ 288.00	$ 291.00
High Piled/Solid Piled Combustible Storage Class I, II		$ 74.00	$ 75.00	$ 138.00	$ 140.00
Hot Works Operations		$ 125.00	$ 127.00	$ 63.00	$ 64.00

Section 5 - Fire

Renewable Permit Fees (Cont)

	Unit	Initial Plan Check Current Fee	Initial Plan Check Proposed Fee	Annual Inspection Current Fee	Annual Inspection Proposed Fee
Liquefied Petroleum Gases store, use, handle, dispense-Plan Check 125-500 gals		$ 74.00	$ 75.00	$ 138.00	$ 140.00
Ovens - Industrial Baking or drying		$ 74.00	$ 75.00	$ 88.00	$ 89.00
Places of Assembly		$ 175.00	$ 177.00	$ 63.00	$ 64.00
Refrigeration Equipment		$ 74.00	$ 75.00	$ 88.00	$ 89.00
Repair Garages		$ 151.00	$ 153.00	$ 88.00	$ 89.00
Spraying or Dipping		$ 74.00	$ 75.00	$ 63.00	$ 64.00
Wood Products		$ 74.00	$ 75.00	$ 88.00	$ 89.00
Motor Vehicle fuel dispensing		$ 74.00	$ 75.00	$ 88.00	$ 89.00
Tire Storage		$ 175.00	$ 177.00	$ 88.00	$ 89.00
Lumber Yard		$ 175.00	$ 177.00	$ 188.00	$ 190.00
Fireworks, manufacture, compound, store		$ 325.00	$ 329.00	$ 288.00	$ 291.00
Fruit ripening		$ 175.00	$ 177.00	$ 88.00	$ 89.00
Magnesium Working		$ 175.00	$ 177.00	$ 88.00	$ 89.00
Radioactive materials		$ 325.00	$ 329.00	$ 188.00	$ 190.00

Activity Permits

	Current Fee	Proposed Fee
Bowling pin or alley refinishing	$ 158.00	$ 160.00
Candles and open flames in assembly areas	$ 158.00	$ 160.00
Carnivals and fairs	$ 234.00	$ 237.00
Explosives or blasting agents, use, dispose	$ 333.00	$ 337.00
Fireworks, displays	$ 308.00	$ 312.00
Hot works operations	$ 158.00	$ 160.00
Liquefied petroleum gases, install containers	$ 234.00	$ 237.00
Liquid or gas fueled vehicles or equipment in assembly areas	$ 208.00	$ 210.00
Mall, covered	$ 208.00	$ 210.00
Open Burning	$ 158.00	$ 160.00
Parade floats (per event)	$ 234.00	$ 237.00
Pyrotechnical special effects material / model rockets	$ 333.00	$ 337.00
Temporary membrane structures, tents and canopies	$ 284.00	$ 287.00
Christmas Tree sales	$ 158.00	$ 160.00
Pumpkin Patch	$ 158.00	$ 160.00
Haunted Houses	$ 158.00	$ 160.00
Hazardous Area Fire Permit	$ 308.00	$ 312.00

Section 5 - Fire

Post Development	Unit	Current Fee	Proposed Fee	
Fire and Life Safety Inspection				
Annual inspection (includes one re-inspection)		$ 151.00	$ 153.00	
2nd re-inspection		$ 301.00	$ 305.00	
3rd and subsequent re-inspections		$ 452.00	$ 457.00	
Fire Watch Inspection	per Hour	$ 100.00	$ 101.00	
Fire Hydrant Inspection		$ 100.00	$ 101.00	
Fire Inspection				
State Mandated		$ 89.00	$ 89.00	
Community Care Facility				
25 or less (not including elderly 1-6)		$ 89.00	$ 89.00	State Mandated
26 or more		$ 134.00	$ 134.00	State Mandated
Special Event		$ 89.00	$ 89.00	

Records Request	Unit	Current Fee	Proposed Fee
Photographs, color print (4"x6")		$ 5.00	$ 5.00
Fire Incident Reports (paid to County of Riverside)		$ 19.00	$ 19.00
Fire Inspection Reports (up to 8 1/2"x14")			
First 10 pages	per Report	$ 6.00	$ 6.00
Additional pages	per Page	$ 1.00	$ 1.00

Hourly Rates

Fire Marshal	$ 140.00	The fully-burdened wage rate including overhead; not to exceed actual City costs.
Deputy Fire Marshal	$ 105.00	
Fire Safety Specialists	$ 106.00	
Fire Safety Inspector	$ 106.00	
Overtime	Position time + 50%	
Consultant Fire Plan Review	Actual Consultant Cost +	20% Admin Fee

Other Fees		
False Alarm		
Residential	$ 100.00	$ 100.00
Commercial	$ 200.00	$ 200.00
Fire Permit Issuance Fee	$ 21.00	$ 21.00

Section 5 - Fire

Other Fees (Cont)

	Unit	Current Fee	Proposed Fee
Hazard Reduction Inspection			
This fee will be assessed to all parcels defined as open space land and where legally permitted. Any fees associated with failure to comply and fire department ordered abated land will be pursued separately from this inspection fee. This fee will be collected as part of the annual property tax bill through the County of Riverside.			
Parcels < 1 acre		$ 50.00	$ 50.00
Parcels 1 acre to < 5 acres		$ 75.00	$ 75.00
Parcels > 5 acres		$ 100.00	$ 100.00
Hazard Reduction Abatement Administrative Fee		$ 240.00	$ 240.00
Hazard Reduction Abatement Cost Recovery		Actual cost charged by the City's abatement contractor.	

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Section 5 - Fire

Office of Emergency Management and Volunteer Services

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
CPR Training	per Class	$ 65.00	$ 65.00	No Change
Community Emergency Response (CERT)	per Class	$ 15.00	$ 15.00	No Change
On-Line Registration Processing Fee (This fee is charged by the on-line provider)				
On-Line Registration has no applicable category association.				
Transactions < $150				
Percentage of Transaction cost plus		6.50% *	6.50% *	No Change
Fixed Fee per Transaction		$ 0.50 *	$ 0.50 *	
Transactions from $150 to $500				
Percentage of Transaction cost plus		3.50%	3.50%	No Change
Fixed Fee per Transaction		$ 5.00	$ 5.00	
Transactions over $500				
Percentage of Transaction cost plus		2.50%	2.50%	No Change
Fixed Fee per Transaction		$ 10.00	$ 10.00	

* $2.00 minimum

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Section 6 - Library Services

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Replacement Library Card	Each	$ 2.00	$ 2.00	
Inter-Library Loan Overdue	per Day	$ 2.00	$ 2.00	
Reserve Materials Overdue	per Day	$ 2.00	$ 2.00	
Floppy Disks (blank)	Each	$ 1.00	$ 1.00	
Replacement Bar Code	Each	$ 1.00	$ 1.00	
Account Printout	per Page	$ 0.20	$ 0.20	
Printing - Black & White	per Page	$ 0.20	$ 0.20	
Printing - Color	per Page	$ 0.75	$ 0.75	
Copies - Black & White	per Page	$ 0.15	$ 0.15	
Faxes				
Send/Receive Public Faxes - Local	per Page	$ 1.00	$ 1.00	
Domestic Long Distance Faxes	per Page	$ 2.00	$ 2.00	
International Long Distance Faxes	per Page	$ 3.00	$ 3.00	
Exam Proctoring	per Exam	$ 15.00	$ 15.00	
Lost Materials	per Item	Actual Cost +	Actual Cost +	
Lost Material Processing	per Item*	$ 10.00	$ 10.00	

* Except for uncataloged paperbacks, no processing fee

Section 6 - Library Services

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Fines				
Overdue Books				
Adult	per Item per Day	$ 0.25	$ 0.50	Dept Requested
Children	per Item per Day	$ 0.10	$ 0.25	Dept Requested
Overdue Videos	per Item per Day	$ 1.00	$ 1.00	No Change
Overdue CDs	per Item per Day	$ 0.25	$ 0.50	Dept Requested
Overdue Audiocassettes	per Item per Day	$ 0.25	$ 0.50	Dept Requested

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Section 7 - Parks and Community Services

Parks

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Plan Check Fees (1 - 3 submittals)				
Project Cost:				
$0-$20,000		3.50%	3.50%	No Change
$20,001-$100,000		3.25%	3.25%	No Change
> $100,000		3.00%	3.00%	No Change
4th and subsequent submittals		$ 140.00	$ 140.00	No Change
Revisions				
Minor (detail changes only)		$ 256.00	$ 256.00	No Change
Major		Same as initial submittal		
Inspection and Testing				
Project Cost:				
$0-$20,000		7.00%	7.00%	No Change
$20,001-$100,000		6.00%	6.00%	No Change
> $100,000		5.00%	5.00%	No Change
Research of Records, Files, etc		Actual City Cost	Actual City Cost	No Change

Section 7 - Parks and Community Services

Parks

Penalty Fees

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Inspection and Testing Work in the right-of-way or park without encroachment permit or written agreement with Parks and Community Services	per Offense	$ 561.00 plus actual damages	$ 561.00 plus actual damages	No Change
Applicant's failure to schedule inspection prior to performing work	per Offense	$ 112.00	$ 112.00	No Change
Applicant's failure to attend or be prepared for a scheduled inspection	per Offense	$ 112.00	$ 112.00	No Change

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Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Resident Fee	Proposed Fee	Comments on Proposed Changes to Fees

Recreation Programs

Non-Resident Fees: Fees for Non-Residents to participate in Recreation Programs and Services will be charged at full cost recovery, which is the Resident Fee plus 30%.

Adult Sports (18 Years or Older)

Category 4 includes Adult Sports Programs provided by the City which are Council approved fees to cover the direct program cost plus 20% for administrative and overhead related costs.

Program Registration Fee		Per Program	$	2.00	$	2.00
Basketball League *	Category 4	Per Team	$	300.00	$	300.00
Basketball Open Play **	Category 4	Per Person	$	3.00	$	3.00
Bowling Class and League	Category 4	Per Person	$	78.00 - 85.00	$	78.00 - 85.00
Father's Day Over-The-Line Softball Tournament *	Category 4	Per Team	$	65.00 - 100.00	$	65.00 - 100.00
Flag Football League *	Category 4	Per Team	$	300.00	$	300.00
Flag Football Tournament *	Category 4	Per Team	$	150.00 - 200.00	$	150.00 - 200.00
Official's Clinic	Category 4	Per Person	$	15.00	$	15.00
Protest Fee	Category 4	Per Team	$	25.00	$	25.00
Softball League - Competitive *	Category 4	Per Team	$	345.00	$	345.00
Softball League - Non-Competitive *	Category 4	Per Team	$	260.00	$	260.00
Softball Tournament *	Category 4	Per Team	$	185.00 - 310.00	$	185.00 - 310.00
Tennis Tournament *	Category 4	Per Person	$	20.00 - 50.00	$	20.00 - 50.00
Volleyball League *	Category 4	Per Team	$	260.00	$	260.00
Volleyball Tournament *	Category 4	Per Team	$	175.00 - 225.00	$	175.00 - 225.00
Volleyball Open Play **	Category 4	Per Person	$	3.00	$	3.00
New Program	Category 4	Per Person	$	Cost Recovery	$	Cost Recovery
Cancellation /Transfer Fee	Category 4	Per Person		20%		20%
* Denotes Fee for Late Registration	Category 4	Per Team	$	18.00	$	18.00

** Excludes Program Registration Fee

Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Resident Fee	Proposed Fee	Comments on Proposed Changes to Fees
Adult Contract Classes (18 Years or Older)					
Category 5 includes Adult Contract Programs provided by the City which are Council approved fees to cover the direct program cost plus 15% for administrative and overhead related costs.					
Program Registration Fee		Per Program	$ 2.00	$ 2.00	
Belly Dancing For Fun and Fitness	Category 5	Per Person	$ 32.00 - 45.00	$ 32.00 - 45.00	
Boxing	Category 5	Per Person	$ 60.00 - 80.00	$ 60.00 - 80.00	
Bryan's Dog Training	Category 5	Per Person	$ 65.00 - 75.00	$ 65.00 - 75.00	
~~Golf Lessons~~	~~Category 5~~	~~Per Person~~	~~$ 92.00 - 105.00~~	~~$ 92.00 - 105.00~~	Class no longer offered
~~Hip Hop / Funky Jazz~~	~~Category 5~~	~~Per Person~~	~~$ 35.00 - 45.00~~	~~$ 35.00 - 45.00~~	Class no longer offered
~~Instant Piano For Extremely Busy People~~	~~Category 5~~	~~Per Person~~	~~$ 25.00 - 35.00~~	~~$ 25.00 - 35.00~~	Class no longer offered
~~Kickboxing Aerobics~~	~~Category 5~~	~~Per Person~~	~~$ 42.00 - 70.00~~	~~$ 42.00 - 70.00~~	Class no longer offered
Kung Fu Art of Self-Defense	Category 5	Per Person	$ 65.00 - 85.00	$ 65.00 - 85.00	
~~Swing Dance~~	~~Category 5~~	~~Per Person~~	~~$ 55.00 - 65.00~~	~~$ 55.00 - 65.00~~	Class no longer offered
Yoga - 1 Day	Category 5	Per Person	$ 36.00 - 50.00	$ 36.00 - 50.00	
Cancellation / Transfer Fee	Category 5	Per Person	20%	20%	
New Adult Contract Classes	Category 5	Per Person	Full Cost Recovery	Full Cost Recovery	

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Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Resident Fee	Proposed Fee	Comments on Proposed Changes to Fees
Youth Sports					
Category 6 includes Youth Sports Programs provided by the City which are Council approved fees to cover the direct program cost plus 20% for administrative and overhead related costs.					
Program Registration Fee		Per Program	$ 2.00	$ 2.00	
Basketball League * #	Category 6	Per Person	$ 65.00 - 86.00	$ 65.00 - 86.00	
Basketball Pee Wee * #	Category 6	Per Person	$ 50.00	$ 50.00	
Sports Camp #	Category 6	Per Person	$ 60.00-110.00	$ 60.00-110.00	
Flag Football League * #	Category 6	Per Person	$ 59.00	$ 59.00	
Middle School Sports Program #	Category 6	Per Person	$ 25.00	$ 25.00	
Spudball * #	Category 6	Per Person	$ 50.00	$ 50.00	
Tennis Lessons #	Category 6	Per Person	$ 37.00-65.00	$ 37.00-65.00	
Pee Wee Flag Football #	Category 6	Per Person	$ 50.00	$ 50.00	
General Sports Skills Contests #	Category 6	Per Person	Cost Recovery	Cost Recovery	
Open Play Basketball / Volleyball # **	Category 6	Per Person	$ 1.00	$ 1.00	
Jr. Basketball #	Category 6	Per Person	$ 60.00	$ 60.00	
New Youth Sports Programs #	Category 6	Per Person	Cost Recovery	Cost Recovery	
Cancellation /Transfer Fee	Category 6	Per Person	20%	20%	
* Denotes Fee for Late Registration	Category 6	Per Person	$ 5.00-10.00	$ 5.00-10.00	

** Excludes Program Registration Fee

# Denotes Family Discount available. See note below.

Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Resident Fee	Proposed Fee	Comments on Proposed Changes to Fees

Youth/Teen Activities and Programs

Category 7 includes Youth Contract Classes and Youth Programs provided by the City which are Council approved fees to cover the direct program cost plus 15% for administrative and overhead related costs.

Program Registration Fee		Per Program	$	2.00	$	2.00
Breakfast with Santa #	Category 7	Per Person	$	6.00 - 10.00	$	6.00 - 10.00
Bunny Brunch #	Category 7	Per Person	$	6.00 - 10.00	$	6.00 - 10.00
Holiday Chef #	Category 7	Per Person	$	8.00 - 10.00	$	8.00 - 10.00
Holiday Craft #	Category 7	Per Person	$	8.00 - 10.00	$	8.00 - 10.00
Camp * (Weekly) #	Category 7	Per Person	$	85.00	$	85.00
Spring Chef Workshop #	Category 7	Per Person	$	8.00 - 10.00	$	8.00 - 10.00
Spring Craft #	Category 7	Per Person	$	8.00 - 10.00	$	8.00 - 10.00
Time for Tots - 2 Days (2 Weeks) #	Category 7	Per Person	$	40.00	$	40.00
Time for Tots - 3 Days (2 Weeks) #	Category 7	Per Person	$	45.00	$	45.00
Time for Tots - 5 Days (2 Weeks) #	Category 7	Per Person	$	65.00	$	65.00
Babysitting (hourly)	Category 7	Per Person	$	3.00	$	3.00
T-Shirts **	Category 7	Per Shirt	$	10.00	$	10.00
Sunshine Social #	Category 7	Per Person	$	20.00	$	20.00
Bowling Class/League #	Category 7	Per Person	$	50.00 - 65.00	$	50.00 - 65.00
New Youth/Teen Activities and Programs #	Category 7	Per Person	$	Cost Recovery	$	Cost Recovery
Cancellation /Transfer Fee	Category 7	Per Person		20%		20%
* Denotes Fee for Late Registration	Category 7	Per Person	$	5.00	$	5.00

** Excludes Program Registration Fee

# Denotes Family Discount available. See note below.

 # -FAMILY DISCOUNT

A family discount applies when siblings are registered in the same program. The family discount only applies to non-contract programs as identified with an #. The following family discount rates apply:

1st child = Full rate
2nd Child = Receives a 15% discount
3rd Child += Receives a 10% discount

Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Resident Fee	Proposed Fee	Comments on Proposed Changes to Fees
Youth/Teen Classes					
Category 7 includes Youth Contract Classes and Youth Programs provided by the City which are Council approved fees to cover the direct program cost plus 15% for administrative and overhead related costs.					
Program Registration Fee		Per Program	$ 2.00	$ 2.00	
Ballet Folklorico - Youth	Category 7	Per Person	$ 22.00 - 35.00	$ 22.00 - 35.00	
Boxing - Youth	Category 7	Per Person	$ 60.00 - 70.00	$ 60.00 - 70.00	
Drawing for Kids - Youth	Category 7	Per Person	$ 30.00 - 40.00	$ 30.00 - 40.00	
Hip Hop Jazz	Category 7	Per Person	$ 32.00 - 45.00	$ 32.00 - 45.00	
Instant Piano	Category 7	Per Person	$ 25.00 - 35.00	$ 25.00 - 35.00	
Golf Clinic - Youth	Category 7	Per Person	$ 42.00 - 55.00	$ 42.00 - 55.00	
Kickboxing - Teen	Category 7	Per Person	$ 70.00	$ 70.00	
Kung Fu Art of Self Defense - Youth	Category 7	Per Person	$ 42.00 - 55.00	$ 42.00 - 55.00	
~~Parent And Me Gymnastics - Youth~~	~~Category 7~~	~~Per Person~~	~~$ 40.00 - 50.00~~	~~$ 40.00 - 50.00~~	Class no longer offered
Salsa/Latin Dance - Teen	Category 7	Per Person	$ 55.00 - 85.00	$ 55.00 - 85.00	
~~Tumbling Toddlers - Youth~~	~~Category 7~~	~~Per Person~~	~~$ 40.00 - 50.00~~	~~$ 40.00 - 50.00~~	Class no longer offered
Cancellation /Transfer Fee	Category 7	Per Person	20%	20%	
New Youth/Teen Contract Classes	Category 7	Per Person	Cost Recovery	Cost Recovery	
Senior Programs					
Category 1 includes Senior Programs provided by outside agencies at no charge to the participant, and there is no direct cost to the City. All indirect costs will be subsidized by the City.					
Bingo	Category 3	Per Person	$ 1.00 = 2 Cards add Cards = $.50 ea	$ 1.00 = 2 Cards add Cards = $.50 ea	
Breakfast, Lunch, Pizza, Picnic	Category 3	Per Person	Cost Recovery	Cost Recovery	
Bunco	Category 3	Per Person	$ 2.00	$ 2.00	
Dances	Category 3	Per Person	$ 8.00	$ 8.00	
Line Dancing	Category 11	Per Person	Contracted	Contracted	
Swap Meet	Category 3	Per Table	$ 5.00	$ 5.00	
New Senior Contract Program - Administered by	Category 11	Per Person	Contracted	Contracted	
New Senior Program Provided by Outside Agencies	Category 1	Per Person	$ 0	$ 0	
New Senior Program Assisted by City Staff	Category 3	Per Person	Cost Recovery	Cost Recovery	
New Senior Programs Assisted By Volunteers	Category 2	Per Person	$ 0	$ 0	
Trips / Tours - Administered by Contract	Category 11	Per Person	Contracted	Contracted	

Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Resident Fee	Proposed Fee	Comments on Proposed Changes to Fees

Special Events

Category 8 includes Family and Community Seasonal Non-Fee Programs approved and directed by City Council to seek potential private sector sponsorship for programs in this category to cover direct program cost where possible. This may include charging a fee

Program Registration Fee		Per Program	$ 2.00	$ 2.00	
Easter Egg Hunt	Category 8	Per Person	FREE	FREE	
Fourth of July Parade Entry **	Category 8	Per Entry	$ 30.00	$ 30.00	
Fourth of July Parade Vendor **	Category 8	Per Booth	$ 50.00	$ 50.00	
Fourth of July Festival Arts & Crafts Booth **	Category 8	Per Booth	$ 75.00	$ 75.00	
Fourth of July Festival Food Booth (Commercial) **	Category 8	Per Booth	$ 250.00	$ 250.00	
Fourth of July Festival Food Booth (Non-Profit) **	Category 8	Per Booth	$ 150.00	$ 150.00	
Fourth of July Festival Service Info Booth (Non-Profit) **	Category 8	Per Booth	$ 25.00	$ 25.00	
Fourth of July Food Booth Deposit **	Category 8	Per Booth	$ 50.00	$ 50.00	
Youth Fest	Category 8	Per Booth	FREE	FREE	
Artober Fest	Category 8	Per Booth	$ 15.00 - 25.00	15.00 - 25.00	
Art au Soleil	Category 8	Per Booth	$	15.00 - 25.00	NEW FEE

** Excludes Program Registration Fee

On-Line Registration Processing Fee (This fee is charged by the on-line provider)

On-Line Registration has no applicable category association.

Transactions < $150			
Percentage of Transaction cost plus		6.50% *	6.50%
Fixed Fee per Transaction	$	0.50 *	$ 0.50
Transactions from $150 to $500			
Percentage of Transaction cost plus		3.50%	3.50%
Fixed Fee per Transaction	$	5.00	$ 5.00
Transactions over $500			
Percentage of Transaction cost plus		2.50%	2.50%
Fixed Fee per Transaction	$	10.00	$ 10.00

* $2.00 minimum

Section 7 - Parks and Community Services

Park Reservations

Non-Resident Fees: Fees for Non-Residents to participate in Recreation Programs and Services will be charged at full cost recovery, which is the Resident Fee plus 30%.

Fee Description	Policy Category	Unit	Resident Fee	Proposed Fee	Comments on Proposed Changes to Fees
Athletic Field Reservation					
Non-Profit Youth Groups per field	N/A	2 Hour min.	$ 2.00	$ 2.00	
Adult Non-Profit Groups and Unorganized Group Play per field	N/A	Per Hour	$ 5.00	$ 5.00	
Adult & Youth Sports play by Private Groups	N/A	Per Hour	$ 10.00	$ 10.00	
Organized Commercial (For Profit) Groups (per field)	N/A	Per Hour	$ 50.00	$ 50.00	
Field Preparation - not included - cost recovery of staff overtime	N/A	Per Hour	$ 50.00	$ 50.00	
Cancellation /Transfer Fee	N/A	N/A	20%	20%	
Athletic Field Lighting					
All Users	N/A	Per Hour	$ 15.00	$ 15.00	
Snack Bar (4 Hours or Less Play)					
Moreno Valley Youth and Non-Profit Groups	N/A	Per Day	$ 20.00	$ 20.00	
Moreno Valley Youth and Non-Profit Groups	N/A	Per Evening *	$ 10.00	$ 10.00	
Cleaning Deposit Fee (required for all groups)	N/A	Per Rental	$ 125.00	$ 125.00	
Key Deposit (required for all groups)	N/A	Per Group	$ 25.00	$ 25.00	
** Evening hours 4:00 p.m. to 10:00 p.m.*					
Storage Unit Rental					
Storage Units	N/A	Per Month	$ 35.00	$ 35.00	

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Fee Description	Policy Category	Unit	Resident Fee	Proposed Fee	Comments on Proposed Changes to Fees
Over 4 Hour Play					
Field Reservation/Non-Profit	N/A	Per Field	$ 100.00	$ 100.00	
Field Reservation/ Private Group	N/A	Per Field	$ 175.00	$ 175.00	
Staff on Standby (minimum 2 hours)	N/A	Per Hour	$ 50.00	$ 50.00	
~~Booking Fee Non-Lighted Fields~~	~~N/A~~	~~Per Event~~	~~$ 75.00~~	~~$ 75.00~~	FEE DELETED
~~Booking Fee Lighted Fields~~	~~N/A~~	~~Per Event~~	~~$ 150.00~~	~~$ 150.00~~	FEE DELETED
Field Preparation - Weekday-Cost Recovery	N/A	Per Field	$ 50.00	$ 50.00	
Field Preparation - Weekend - Cost Recovery	N/A	Per Field		$ 110.00	NEW FEE
Mound Drop and Removal	N/A	Per Event	$ 175.00- 300.00	$ 175.00- 300.00	
Admission Gate (Pre-Approved by Director)	N/A	Per Event	25% of gate	25% of gate revenue	
Snackbar Cleaning Deposit Fee (required for all groups)	N/A	Per Event	$ 200.00	$ 200.00	
Snackbar	N/A	Per Day	$ 50.00	$ 50.00	
Vendor Fee	N/A	Per Event	$ 100.00	$ 100.00	
Facility Deposit	N/A	N/A	$ 100.00	$ 100.00	
Cancellation/Transfer Fee	N/A	N/A	20%	20%	
Gate Admission Must be Pre-Approved by Director Per Event					
Park Fees					
Park Reservation for Special Events	N/A	Per Day	$ 50.00	$ 50.00	
Park Reservation for Park Area	N/A	Per Day	$ 25.00	25.00	
Picnic Shelter Small (1-2 Tables)	N/A	Per Day	$ 37.00	$ 37.00	
Picnic Shelter Medium (3-6 Tables)	N/A	Per Day	$ 80.00	$ 80.00	
Picnic Shelter Large (Over 6 Tables)	N/A	Per Day	$ 156.00	$ 156.00	
Cleaning/Security Deposit	N/A	Per Day	$ 75.00	$ 75.00	
Special Event Permit	N/A	Per Day	$ 205.00	$ 207.00	
Cancellation/Transfer Fee	N/A	N/A	20%	20%	
Electrical Use		Per Day	$	$ 35.00	NEW FEE

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Fee Description	Policy Category	Unit	Resident Fee	Proposed Fee	Comments on Proposed Changes to Fees
Valley Skate Park					
Skate Park Membership fee per year	N/A	Per Person	$ 20.00	$ 20.00	
Skate Park Member Session entry fee	N/A	Youth	$ 2.00	$ 1.00	
		Adult	$ 4.00	$ 3.00	
Non-member Session entry fee	N/A	Per Person	$ 4.00-5.00	$ 2.00-4.00	
Package Protective Gear Rental	N/A	Per Person	$ 5.00	$ 5.00	
Helmet Rental	N/A	Per Person	$ 3.00	$ 3.00	
Helmet Deposit (ID Required or $20 Deposit)	N/A	Per Person	$ 20.00	$ 20.00	
Knee Pad Rental	N/A	Per Person	$ 2.00	$ 2.00	
Elbow Pad Rental	N/A	Per Person	$ 2.00	$ 2.00	
Instructional Clinics/Lessons Per Session	N/A	Per Person	$ 5.00-20.00	$ 5.00-20.00	
Hockey Rink Rental	N/A	Per Hour	$ 75.00	$ 75.00	
Open Skate & Puck and Stick Session (Roller Hockey	N/A	Per Person	$ 2.00-4.00	$ 2.00-4.00	
Roller Hockey Youth League	N/A	Per Person	$ 89.00	$ 89.00	
Roller Hockey Adult League	N/A	Per Team	$ 1,000.00	$ 1,000.00	
School District Rink Rental	N/A	Per Team	Cost Recovery for Staff	Cost Recovery for Staff	

Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Resident Fee	Proposed Fee	Comments on Proposed Changes to Fees
Golf Course					
Adult - 18 Holes (Mon. - Fri.)	N/A	Per Person	$ 11.00	$ 11.00	
Adult - 9 Holes (Mon. - Fri.)	N/A	Per Person	$ 8.00	$ 8.00	
Seniors 55 & Over - 18 Holes (Mon. - Fri.)	N/A	Per Person	$ 9.00	$ 9.00	
Seniors 55 & Over - 9 Holes (Mon. - Fri.)	N/A	Per Person	$ 6.50	$ 6.50	
Students Under 18 - 18 Holes (Mon. - Fri.)	N/A	Per Person	$ 9.00	$ 9.00	
Students Under 18 - 9 Holes (Mon. - Fri.)	N/A	Per Person	$ 6.50	$ 6.50	
18 Holes - Weekends, Holidays, Tournament Play	N/A	Per Person	$ 14.00	$ 14.00	
9 Holes - Weekends, Holidays, Tournament Play	N/A	Per Person	$ 9.50	$ 9.50	
Monthly Cards: Seniors (Mon.-Fri.) Unlimited Play	N/A	Per Person	$ 65.00	$ 65.00	
Monthly Cards: Juniors (Mon.-Fri.) Unlimited Play	N/A	Per Person	$ 65.00	$ 65.00	
Monthly Cards: Adults (Mon.-Fri.) Unlimited Play	N/A	Per Person	$ 90.00	$ 90.00	
Monthly Cards: Family of 4 (Mon.-Fri.) Unlimited Play	N/A	Per Group	$ 170.00	$ 170.00	
Punch Cards: Seniors = Ten 9-Hole Rounds	N/A	Per Card	$ 50.00	$ 50.00	
Punch Cards: Adults = Ten 9-Hole Rounds	N/A	Per Card	$ 75.00	$ 75.00	
Punch Cards: Juniors = Ten 9-Hole Rounds	N/A	Per Card	$ 50.00	$ 50.00	
Youth After School Cards = 3 months (Local schools + up to 17 yrs old) M - F = 3 pm until dusk	N/A	Per Person	$ 90.00	$ 90.00	
Cart Rental	N/A	Per Cart	$ 2.50	$ 2.50	
Club Rental	N/A	Per Set	$ 5.00	$ 5.00	
Locker Rentals = with Monthly Card	N/A	Per Person	$ 5.00	$ 5.00	
Locker Rentals = without Monthly Card	N/A	Per Person	$ 10.00	$ 10.00	

Section 7 - Parks and Community Services

Facility Rental

Senior Center

User Group	Classification	Room	Minimum Time	Comments	Unit	Fee	Proposed Fee	
Group 1	City sponsored/conducted events, governmental agencies (Federal, State, County) and educational institutions with reciprocal arrangements (defined below)	Banquet Room	4 hours	Monday through Thursday (with Kitchen)	Per Hour	$ 10.00	$ 10.00	
		Banquet Room with Patio	4 hours	Monday through Thursday (with Kitchen)	Per Hour	$ -	$ 20.00	NEW FEE
		Banquet Room	2 hours	Friday through Sunday (with Kitchen)	Per Hour	$ 20.00	$ 20.00	
		Banquet Room with Patio	2 hours	Friday through Sunday (with Kitchen)	Per Hour	$ -	$ 35.00	NEW FEE
		Classroom I and II	2 hours	Monday through Thursday	Per Hour	-	-	
		Classroom I or II	2 hours	Monday through Thursday	Per Hour	-	-	
		Arts & Crafts I and II	2 hours	Monday through Thursday	Per Hour	-	-	
		Arts & Crafts I or II	2 hours	Monday through Thursday	Per Hour	-	-	
					Service/Facility fees may apply		Service/Facility fees may apply	
Group 2	City of Moreno Valley resident, non-profit resident organization, Moreno Valley commercial groups for social activities, government agencies (Federal, State, County) and educational institutions. Proof of residency may be required.	Banquet Room	4 hours	Monday through Thursday	Per Hour	$ 45.00	$ 45.00	
		Banquet Room with Patio	4 hours	Monday through Thursday (with Kitchen)	Per Hour	$ -	$ 90.00	NEW FEE
		Banquet Room	2 hours	Friday through Sunday	Per Hour	$ 100.00	$ 100.00	
		Banquet Room with Patio	2 hours	Friday through Sunday (with Kitchen)	Per Hour	$ -	$ 175.00	NEW FEE
		Classroom I and II	2 hours	Monday through Thursday	Per Hour	$ 55.00	$ 55.00	
		Classroom I or II	2 hours	Monday through Thursday	Per Hour	$ 40.00	$ 40.00	
		Arts & Crafts I and II	2 hours	Monday through Thursday	Per Hour	$ 45.00	$ 45.00	
		Arts & Crafts I or II	2 hours	Monday through Thursday	Per Hour	$ 30.00	$ 30.00	
					Service/Facility fees may apply		Service/Facility fees may apply	
Group 3	Non-Resident and non-resident non-profit agencies. Proof of non-profit status may be required. Commercial use.	Banquet Room	4 hours	Monday through Thursday	Per Hour	$ 100.00	$ 100.00	
		Banquet Room with Patio	4 hours	Monday through Thursday (with Kitchen)	Per Hour	$ -	$ 175.00	NEW FEE
		Banquet Room	2 hours	Friday through Sunday	Per Hour	$ 175.00	$ 175.00	
		Banquet Room with Patio	2 hours	Friday through Sunday (with Kitchen)	Per Hour	$ -	$ 300.00	NEW FEE
		Classroom I and II	2 hours	Monday through Thursday	Per Hour	$ 125.00	$ 125.00	
		Classroom I or II	2 hours	Monday through Thursday	Per Hour	$ 68.00	$ 68.00	
		Arts & Crafts I and II	2 hours	Monday through Thursday	Per Hour	$ 100.00	$ 100.00	
		Arts & Crafts I or II	2 hours	Monday through Thursday	Per Hour	$ 58.00	$ 58.00	
					Service/Facility fees may apply		Service/Facility fees may apply	

Service/Facility		Current Fee	Proposed Fee
Refundable Cleaning / Security Deposit		$ 300.00	$ 300.00
Setup / Reset Charge (if applicable)		$ 75.00	$ 75.00
Main Kitchen (Only)		$ 100.00	$ 100.00
Cleaning		$130.00 - $150.00	$130.00 - $150.00
Decorating	Per Hour	$ 25.00	$ 25.00
Overtime Staff Charge	Per Hour	Cost Recovery	Cost Recovery
Staff Time	Per Hour	$20.00 - $30.00	$20.00 - $30.00
Security Services	Per Hour	$20.00 - $25.00	$20.00 - $25.00
False Fire / Police Alarm penalty (per each false alarm)	Per False Alarm	$ 200.00	$ 200.00
False Alarm - Fire penalty	Per False Alarm	$ 28.00	$ 28.00
False Alarm - Police penalty	Per Hour	$ 150.00	$ 150.00
Insurance		Cost Recovery	Cost Recovery
Cancellation Fee		$ 300.00	$ 300.00

RECIPROCAL ARRANGEMENTS

Reciprocal arrangements are defined as a relationship of mutual facility use between the City of Moreno Valley and/or Moreno Valley Community Services District and governmental, educational agencies or resident non-profit organizations. Where reciprocal arrangements exist, no rental fee will be charged. However, cost recovery for staff and/or extraordinary expenses will be passed on to the user.

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Section 7 - Parks and Community Services

Towngate Community Center

User Group	Classification	Room	Minimum Time	Comments	Unit	Current Fee	Proposed Fee
Group 1	City sponsored/conducted events, governmental agencies (Federal, State, County) and educational institutions with reciprocal arrangements (defined below)	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday	Per Hour	$ 15.00	$ 15.00
			4 hours	Friday through Sunday	Per Hour	$ 15.00	$ 15.00
						Service/Facility fees may apply	Service/Facility fees may apply
Group 2	City of Moreno Valley resident, non-profit resident organization, Moreno Valley commercial groups for social activities, government agencies (Federal, State, County) and educational institutions. Proof of residency may be required.	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday	Per Hour	$ 60.00	$ 60.00
			4 Hours	Friday through Sunday	Per Hour	$ 70.00	$ 70.00
						Service/Facility fees may apply	Service/Facility fees may apply
Group 3	Non-Resident and non-resident non-profit agencies. Proof of non-profit status may be required. Commercial use.	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday	Per Hour	$ 80.00	$ 80.00
			4 Hours	Friday through Sunday	Per Hour	$ 90.00	$ 90.00
						Service/Facility fees may apply	Service/Facility fees may apply
Group 4	Resident of Renaissance Park Housing Development	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday			
				First two hours	Per Hour	$ 25.00	$ 25.00
				Thereafter	Per Hour	$ 60.00	$ 60.00
			4 Hours	Friday through Sunday			
				First two hours	Per Hour	$ 18.00	$ 18.00
				Thereafter	Per Hour	$ 70.00	$ 70.00
						Service/Facility fees may apply	Service/Facility fees may apply

Service/Facility	Unit	Current Fee	Proposed Fee
Refundable Security Deposit	Per Hour	$ 200.00	$ 200.00
Setup/Reset Charge (if applicable)		$ 25.00	$ 25.00
Cleaning Fee		$130.00 - $150.00	$130.00 - $150.00
Cancellation Fee		$ 200.00	$ 200.00
Staff Regular Time	Per Hour	$20.00 - $30.00	$20.00 - $30.00
Staff Overtime		Cost Recovery	Cost Recovery
Decorating	Per Hour	$ 25.00	$ 25.00
Set-up Time and Tear Down of Event	Per Hour	$ 25.00	$ 25.00
False Alarm - Fire	Per Alarm	$ 200.00	$ 200.00
False Alarm - Police	Per Alarm	$ 28.00	$ 28.00
Unscheduled Program Use	Per Hour	$ 100.00	$ 100.00
Security Services	Per Hour	$20.00 - $25.00	$20.00 - $25.00

RECIPROCAL ARRANGEMENTS

Reciprocal arrangements are defined as a relationship of mutual facility use between the City of Moreno Valley and/or Moreno Valley Community Services District and governmental, educational agencies or resident non-profit organizations. Where reciprocal arrangements exist, no rental fee will be charged. However, cost recovery for staff and/or extraordinary expenses will be passed on to the user.

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Section 7 - Parks and Community Services

Conference and Recreation Center

User Group	Classification	Room	Minimum Time	Comments	Unit	Current Fee	Proposed Fee
Group 1	City sponsored/conducted events	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 25.00	$ 25.00
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 25.00	$ 25.00
		Grand Valley Ballroom with small patio or large patio	3 Hours	Friday evening beginning at 5:00 pm and Sunday	Per Hour	$ 250.00	$ 25.00
		Grand Valley Ballroom with small patio or large patio	3 Hours	Saturday	Per Hour	$ 300.00	$ 25.00
		Alessandro Room	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 12.00	$ 12.00
		Alessandro Room	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 12.00	$ 12.00
		Dance Studio	2 Hours	Monday through Sunday	Per Hour	$ 12.00	$ 12.00
		Gymnasium	2 Hours	Monday through Sunday	Per Hour	$ 12.00	$ 12.00
		Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	$ 25.00	$ 25.00
		Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	$ 25.00	$ 25.00
						Service/Facility fees may apply	Service/Facility fees may apply
2	Federal, State, County and Educational Institutions.	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 144.00	
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 144.00	
		Grand Valley Ballroom with small patio	3 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	$ 250.00	
		Grand Valley Ballroom with small patio	3 Hours	Saturday	Per Hour	$ 300.00	
		Grand Valley Ballroom with large patio	2 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	$ 300.00	
		Grand Valley Ballroom with large patio	3 Hours	Saturday	Per Hour	$ 350.00	
		Alessandro Room (Full)	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 50.00	
		Alessandro Room (Half)	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 25.00	
		Alessandro Room (Half)	2 Hours	Long Term Rental 2-12 months	Per Hour	$ 20.00	
		Alessandro Room (Full)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 50.00	
		Alessandro Room (Half)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 25.00	
		Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	$ 25.00	
		Dance Studio	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 30.00	
		Dance Studio	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 45.00	
		Entire Gymnasium	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 50.00	
		Half Gymnasium	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 25.00	
		Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	$ 40.00	
						Service/Facility fees may apply	
Group 3	City of Moreno Valley resident, non-profit resident organization, Moreno Valley commercial groups for social activities.- Proof of residency may be required.	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 160.00	$ 160.00
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 210.00	$ 210.00
		Grand Valley Ballroom with small patio	3 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	$ 250.00	$ 250.00
		Grand Valley Ballroom with small patio	3 Hours	Saturday	Per Hour	$ 300.00	$ 300.00
		Grand Valley Ballroom with small patio-attendance under 200	3 Hours	Saturday	Per Hour		$ 250.00
		Grand Valley Ballroom with large patio	2 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	$ 300.00	$ 300.00
		Grand Valley Ballroom with large patio	3 Hours	Saturday	Per Hour	$ 350.00	$ 350.00
		Alessandro Room (Full)	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 50.00	$ 50.00
		Alessandro Room (Half)	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 25.00	$ 25.00
		Alessandro Room (Half)	2 Hours	Long Term Rental 2-12 months	Per Hour	$ 20.00	$ 20.00
		Alessandro Room (Full)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 50.00	$ 50.00
		Alessandro Room (Half)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 25.00	$ 25.00
		Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	$ 25.00	$ 25.00
		Dance Studio	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 30.00	$ 30.00
		Dance Studio	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 45.00	$ 45.00
		Entire Gymnasium	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 50.00	$ 50.00
		Half Gymnasium	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 25.00	$ 25.00

Section 7 - Parks and Community Services

Conference and Recreation Center (Cont.)

User Group	Classification	Room	Minimum Time	Comments	Unit	Current Fee	Proposed Fee
		Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	$ 40.00	$ 40.00
						Service/Facility fees may apply	Service/Facility fees may apply
Group 4	Non-Resident and non-resident non-profit agencies. Proof of non-profit status may be required. Commercial use.	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 200.00	$ 200.00
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 250.00	$ 250.00
		Grand Valley Ballroom with small patio	2 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	$ 300.00	$ 350.00
		Grand Valley Ballroom with small patio	3 Hours	Saturday	Per Hour	$ 400.00	$ 400.00
		Grand Valley Ballroom with small patio - Long Term Rental (2 to 12 months)	3 Hours	Saturday	Per Hour		$ 160.00
		Grand Valley Ballroom with large patio	3 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	$ 350.00	$ 350.00
		Grand Valley Ballroom with large patio	3 Hours	Saturday	Per Hour	$ 400.00	$ 400.00
		Alessandro Room (Full)	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 75.00	$ 75.00
		Alessandro Room (Half)	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 40.00	$ 40.00
		Alessandro Room (Half)	2 Hours	Long Term Rental 2-12 months	Per Hour	$ 20.00	$ 20.00
		Alessandro Room (Full)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 75.00	$ 75.00
		Alessandro Room (Half)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 40.00	$ 40.00
		Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	$ 40.00	$ 40.00
		Dance Studio	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 75.00	$ 75.00
		Dance Studio	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 110.00	$ 110.00
		Entire Gymnasium	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 100.00	$ 100.00
		Half Gymnasium	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 50.00	$ 50.00
		Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	$ 40.00	$ 40.00
						Service/Facility fees may apply	Service/Facility fees may apply

Service/Facility		Unit	Current Fee	Proposed Fee
Grand Valley Ballroom Refundable Security Deposit for Groups 3 and 4			$200.00 - $750.00	$200.00-$750.00
Grand Valley Ballroom Refundable Security Deposit for Group 2 (Dependent on Event Liability)			$0	
Alessandro Room Refundable Security Deposit			$ 100.00	$ 100.00
Frank E. Brown Room Refundable Security Deposit			$ 100.00	$ 100.00
Dance Studio Refundable Security Deposit			$250.00 - $500.00	$250.00 - $500.00
Gymnasium Refundable Security Deposit			$250.00 - $500.00	$250.00 - $500.00
Grand Valley Ballroom Set-up Time and Tear Down of Event Minimum of one hour prior and one hour following event. Maximum of two hours.		Per Hour	$ 31.00	$ 31.00
Alessandro Room Set-up Time and Tear Down of Event Minimum of one hour prior and one hour following event. Maximum of two hours.		Per Hour	$ 25.00	$ 25.00
Scoreboard and Controller		Per Day	$ 20.00	$ 20.00
Extended Facility Use	Entire Gymnasium	Per Hour	$ 100.00	$ 100.00
	Half Gymnasium	Per Hour	$ 50.00	$ 50.00
	Grand Valley Ballroom	Per Hour	$ 450.00	$ 450.00
False Alarm - Fire		Per Alarm	$ 200.00	$ 200.00
False Alarm - Police		Per Alarm	$ 28.00	$ 28.00
Cleaning Fee			$200.00 - $230.00	$200.00 - $230.00
Unscheduled Program Use		Per Hour	$ 100.00	$ 100.00
Insurance			Cost Recovery	Cost Recovery
Decorating		Per Hour	$ 31.00	$ 31.00
Audio Visual Technician		Per Hour	$35.00 - $45.00	$35.00 - $45.00
Staff Time		Per Hour	$20.00 - $30.00	$20.00 - $30.00
Staff Overtime (per hour)			Cost Recovery	Cost Recovery
Security Services		Per Hour/Per Guard	$20.00 - $25.00	$20.00 - $25.00

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Conference and Recreation Center (Cont.)

Equipment Rental	Current Fee	Proposed Fee
TV/VCR/DVD	$25	$25
Coffee Pot (12 cup)	$6	$6
Coffee Pot (55 cup)	$20	$20
Coffee Pot (100 cup)	$40	$40
Linen Rental	$5	$5
AV Projector	$25	$25
Overhead Projector	$20	$20
Microphone (cordless)	$25	$25
Deluxe Sound System (small system available at no charge)	$100	$100
Dance Floor - 500 sq.ft. thru 1000 sq. ft. (includes set-up)	$200	$200
Easel	$10	$10
Portable Bar	$50	$50
Projection Screen	No charge	No charge
Flags	No charge	No charge
Podium with microphone	No charge	No charge

* Tables and chairs are included in the room rental fee.
* Linens, cutlery, decorations, and patio furniture are not included with the room rental fee.
* Replacement fee will be assessed if equipment is damaged or destroyed.
* Rental equipment fees are subject to change without notice.
* Fees are subject to cost recovery charges.

RECIPROCAL ARRANGEMENTS

Reciprocal arrangements are defined as a relationship of mutual facility use between the City of Moreno Valley and/or Moreno Valley Community Services District and governmental, educational agencies or resident non-profit organizations. Where reciprocal arrangements exist, no rental fee will be charged. However, cost recovery for staff and/or extraordinary expenses will be passed on to the user.

Section 7 - Parks and Community Services

Mobile Stage Unit

Categories	Mandatory Staff Fee: Stage Unit with Platforms (3 staff)	Mandatory Staff Fee: (2 staff)	Refundable Cleaning Deposit	Unit	Current Fee	Proposed Fee
Category I	Cost Recovery	Cost Recovery				
			No Charge		No Charge	No Charge
Category II						
Within Moreno Valley City Boundaries	Cost Recovery	Cost Recovery	$ 100.00	Per Day	$ 135.00	$ 135.00
Boundaries Outside of Moreno Valley	Cost Recovery	Cost Recovery	$ 100.00	Per Day	$ 575.00	$ 575.00
Category III						
	Cost Recovery	Cost Recovery	$ 100.00	Per Day	$ 125.00	$ 125.00
Category IV						
	Cost Recovery	Cost Recovery	$ 100.00	Per Day	$ 335.00	$ 335.00
Category V						
Within boundaries of Moreno Valley	Cost Recovery	Cost Recovery	$ 100.00	Per Day	$ 560.00	$ 560.00
Outside of boundaries of Moreno Valley	Cost Recovery	Cost Recovery	$ 100.00	Per Day		$ 600.00 NEW

CATEGORY DEFINITIONS	
Category I:	Parks and Community Services Department, City sponsored and/or city co-sponsored events.
Category II:	Other governmental agencies (city, county, federal or state) and educational institutions (school districts).
Category III:	A Moreno Valley based non-profit service organization that holds monthly meetings within the City of Moreno Valley's city boundaries. Organization must have a City of Moreno Valley mailing address. Organization's primary purpose must be charity, youth development, cultural enrichment, or civic improvement; and must show proof of non-profit status (Section 501(c)(3) and 501(c)(4) of Internal Revenue Code). Organization must show a viable organizational structure including with the application a listing of board officers' names, addresses and telephone numbers.
Category IV:	Moreno Valley businesses located within the City of Moreno Valley's city boundaries.
Category V:	Non-Moreno Valley based businesses and non-profit organizations ~~for use only within the City of Moreno Valley's city boundaries.~~

MOBILE STAGE UNIT MISCELLANEOUS INFORMATION

DIMENSIONS Stage When Extended	
Interior Length	36'
Interior Depth	13', 6"
Body of Mobile Stage Unit	
Width	8 feet
Length	40', 45' hitch
Height of Back Wall	92" or 7'-8'
Platforms	
Extra Stage - Total of 9 Each	4' X 8'

AMENITIES INCLUDED IN MOBILE STAGE UNIT COST

Skirting around mobile stage unit
Generator

OPTIONAL AMENITIES

Sound System available at an additional cost of $50.00 per day plus $100.00 refundable security / deposit.
Sound System include Amplifier - Includes 8 Channels
Two (2) Large speakers with stands
Two (2) microphones with stands
Tape deck

MV00199037

Section 7 - Parks and Community Services

Equestrian Center

User Group	Classification		Current Fee		Proposed Fee
Group 1	City sponsored/conducted events, non-profit organizations, governmental agencies (Federal, State, County) and Educational Institutions with reciprocal arrangements (defined below).		$ 0	*	$ 0
Group 2	City of Moreno Valley resident (proof of residency may be required), resident non-profit organization (proof of residency may be required), governmental agencies (Federal, State, County) and Education Institutions.		$ 100.00	*	$ 100.00
Group 3	Moreno Valley commercial groups - social activities.	Per Day	$ 125.00	*	$ 125.00
Group 4	Non-Resident, non-profit, (proof of non-profit status may be required).	Per Day	$ 125.00	*	$ 125.00
Group 5	Resident, commercial use for profit.	Per Day	$ 125.00	*	$ 125.00
Group 6	Non-Resident, commercial use for profit.	Per Day	$ 125.00	*	$ 125.00

* Service/Facility Use Fees may apply

SERVICE / FACILITY USE FEES

Service / Facility	Current Fee	Proposed Fee
Refundable Security Deposit	$ 300.00	$ 300.00
Tractoring Fee (if applicable), each	$ 100.00	$ 100.00
Standby Tractoring Fee	$ 50.00	$ 50.00
Water Key Deposit	$ 25.00	$ 25.00
Lighting	$ 15.00	
Cancellation	$ 25.00	$ 25.00
Staff Overtime (per hour)	Cost Recovery	Cost Recovery

RECIPROCAL ARRANGEMENTS

Reciprocal arrangements are defined as a relationship of mutual facility use between the City of Moreno Valley and/or Moreno Valley Community Services District and governmental, educational agencies or resident non-profit organizations. Where reciprocal arrangements exist, no rental fee will be charged. However, cost recovery for staff and/or extraordinary expenses will be passed on to the user.

Section 8 - Police

	Unit	Current Fee		Proposed Fee	Comments on Proposed Changes to Fees
ABC Letter (Alcohol Beverage Control Letter)	Each	$ 19.00		$ 19.00	
Administrative Citations					
1st Offense		$ 100.00	MC 1.01.230	$ 100.00	
2nd Offense		$ 200.00	MC 1.01.230	$ 200.00	
3rd Offense		$ 500.00	MC 1.01.230	$ 500.00	
Bingo Permit	Annual	$ 50.00	Fee set by PC 326.5/Ord 611 11.50.050	$ 50.00	
Certification of Police Records	Each	$ 5.00		$ 5.00	
Clearance Letter	Each	$ 10.00	GC6253(b)	$ 10.00	
Citation Sign-off for Non-Resident	Each	$ 15.00	GC26746.1	$ 15.00	
Concealed Weapons Permit	Processed by the Riverside County Sheriff's Department				
Explosive Permit (fingerprinting)	See Fingerprinting: Live Scan				
False Alarm Response					
Burglary	per Occurrence	$ 30.00		$ 30.00	
Robbery	per Occurrence	$ 120.00		$ 121.00	
Fingerprinting (Live Scan)					
Processing through DOJ and FBI	per Set	$ 51.00	Fee set by DOJ and FBI	$ 51.00	
Processing through DOJ	per Set	$ 32.00	Fee set by DOJ	$ 32.00	
Processing fee	per Set	$ 10.00	PC 13300(e)	$ 10.00	
Juvenile Daytime Curfew Ordinance Police Service Fee (plus fine amount)		$ 30.00	MC 11.05.080	$ 30.00	
Photographs					
Photographs: Traffic Collisions (3"x5" or 8"x10")*	Each	$ 21.00		$ 21.00	
~~Taking of Polaroid photograph and providing photo/slide and negative (3"x5" or 8"x10")~~	~~Each~~	~~$ 21.00~~		~~$ 21.00~~	FEE DELETED
~~Taking of Polaroid photograph or reprint~~	~~Each~~	~~$ 12.00~~		~~$ 12.00~~	FEE DELETED
Color Copy of Digital Photo	Each	$ 5.00		$ 5.00	
Mug Shot/Booking Photo	Each	$ 5.00		$ 5.00	

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Section 8 - Police

	Unit	Current Fee		Proposed Fee	Comments on Proposed Changes to Fees
Police Services at Public Event					
Police Sergeant	per Hour	$ 84.29	Fully burdened City cost per contract	$ 95.37	Fully burdened City cost per contract
Police Officer	per Hour	$ 66.19	Fully burdened City cost per contract	$ 70.67	Fully burdened City cost per contract
Community Services Officer	per Hour	$ 46.20	Fully burdened City cost per contract	$ 48.35	Fully burdened City cost per contract
Reports					
Collision and Crime	up to 10 pages	$ 5.00		$ 5.00	
	each additional page	$ 0.20		$ 0.20	
Repossession Fee		$ 15.00	Fee set by GC26751 & GC41612	$ 15.00	
Second Hand Dealers License					
State Initial License		$ 195.00	Bus & Prof Code 21641	$ 195.00	
Renewal		$ 12.00	Bus & Prof Code 21642	$ 12.00	
Fingerprinting (Live Scan)		$ 32.00	Fee set by DOJ	$ 32.00	
Live Scan processing fee		$ 10.00	PC 13300(e)	$ 10.00	
Security Clearance Information Act (SCIA) - Local Records Check		$ 5.00	Federal Statute Title 5 Chapter 91 Section 9101	$ 5.00	
Taxicab					
Application Processing	Annual	$ 152.00		$ 154.00	
Taxicab Driver Permit	Annual / per Driver	$ 11.00		$ 11.00	
Taxicab Permit	Annual / per Taxicab	$ 11.00		$ 11.00	
Fingerprinting/Background Check		See Fingerprinting: Live Scan			
Tow Truck					
Driver Fee	Annual	$ 24.00		$ 24.00	
Fingerprinting/Background Check		See Fingerprinting: Live Scan			
Vehicle Release		$ 120.00		$ 120.00	
Massage					
Appeal Fee (Operator and technician)		$ 139.00		$ 141.00	
Application Fee and Renewal		$ 13.00		$ 13.00	
Inspection Fee		$ 135.00		$ 137.00	
Background Check, Fingerprinting and photo					
Initial		$ 167.00		$ 169.00	
Renewal		$ 67.00		$ 68.00	
Testing Fee (Operator and technician)		$ 93.00		$ 94.00	

Section 9 - Public Works

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Administration				
Plans and Specification Fee (non-refundable)		Actual cost ($10 min)	Actual cost ($10 min)	
Copy of Capital Improvement Plan	Each	Actual City Cost	Actual City Cost	
Self Haul Permit (Solid Waste)	Each	$ 41.00	$ 41.00	

MV00199041

Electric Utility

	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
PLAN CHECKING AND INSPECTION/TESTING FEES			
Upon submittal of improvement plan(s) for a project's electrical distribution system, line extension facilities and/or structures for plan review, the submittal shall be accompanied with a deposit of an amount equal to 3.25% of the engineer's estimated construction costs for improvements. Prior to second submittal of improvement plans, the City Engineer will approve a final cost for improvements and a plan review fee will be established. From this final fee, the deposit will be deducted. This fee shall be paid prior to the second submittal of the improvement plan(s).			
Improvement Plans (Total cost of construction)			
Off-Site & On-Site 1-3 submittals			
First $20,000	4.00%	4.00%	
Next $80,000	3.50%	3.50%	
Over $100,000	3.25%	3.25%	
4th and subsequent submittals per sheet	$248/sheet or as directed by City Engineer	$248/sheet or as directed by City Engineer	
Revisions (Improvement Plans)			
Minor per sheet	$ 261.00	$ 261.00	
Major per sheet (minimum fee)	$ 269.00	$ 269.00	
Inspection and Testing (Total cost of construction)			
Off-Site & On-Site			
First $20,000	4.00%	4.00%	
Next $80,000	3.50%	3.50%	
Over $100,000	3.25%	3.25%	

RATE SCHEDULE & CHART OF CHARGES AND FEES

The chart of Moreno Valley Electric Utility charges and fees are located in the *City of Moreno Valley Electric Service Rules, Fees and Charges* document. Moreno Valley Electric Utility rates are located in the *Moreno Valley Electric Rates* document. Both documents are approved by the City Council under separate consideration and are available online at http://www.moval.org/resident_services/utilities/rate-tariff.shtml or from the MVU Office.

Section 9 - Public Works

Land Development

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
LEGAL AND OTHER DOCUMENTS				
Fee Includes Three (3) Reviews, Unless Otherwise Noted				
Lot Line Adjustment	Each	$ 936.00	$ 947.00	
Certificate of Parcel Merger	Each	$ 936.00	$ 947.00	
Certificate of Correction	Each	$ 469.00	$ 475.00	
Certificate of Compliance	Each	$ 758.00	$ 767.00	
Conditional Certificate of Compliance	Each	$ 1,178.00	$ 1,192.00	
Street Vacation				
Summary	Each	$ 1,139.00	$ 1,153.00	
Full	Each	$ 3,782.00	$ 3,827.00	
Condemnation				
Initial Processing Deposit	Deposit	$ 5,000.00	$ 5,000.00	
Right-of-Way Acquisition and Processing (minimum fee)	Deposit (per lot)	$ 5,000.00	$ 5,000.00	
		Amount determined by City Engineer. Not to exceed total City cost.	Amount determined by City Engineer. Not to exceed total City cost.	
Document Review and Processing				
Minor Documents (Staff Reports, Offers of Dedication, Easement Deeds, Grant Deeds, Centerline Tie Sheets, Public Improvement Agreements, etc) (For 2 Reviews)	Each	$ 752.00	$ 761.00	
Major Documents (DIF/TUMF Actual cost verification, etc)	Each	Amount determined by City Engineer. Not to exceed total City cost.	Amount determined by City Engineer. Not to exceed total City cost.	
Public Improvement Agreement (Extension)	Each	$ 879.00	$ 890.00	
Partial Bond Release	Each	$ 1,694.00	$ 1,714.00	
Assurance of Construction (Grading, Damage and Minor Construction Securities)	Deposit	Security amount determined by City Engineer	Security amount determined by City Engineer	

MV00199043

Section 9 - Public Works

Land Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
MAP CHECKING						
Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted						
Parcel Map and Tract Map	Each	$ 3,860.00	+	$ 3,906.00	+	
	per Lot	$ 41.00		$ 41.00		
4th and Subsequent Reviews (Parcel and Tract)	per Sheet, per Review	$ 190.00		$ 192.00		
Amended Map (Parcel and Tract)	Each	$ 2,156.00		$ 2,182.00		
4th and Subsequent Reviews (Parcel and Tract)	per Sheet, per Review	$ 190.00		$ 192.00		
Reversion to Acreage	Each	$ 1,634.00		$ 1,654.00		
Monument Review Field		5% of Bond or $415 min		5% of Bond or $415 min		
Survey Monument Restoration (Two Reviews, Per Set)	Each	$ 257.00		$ 260.00		
IMPROVEMENT PLAN CHECK (Includes but is not limited to Street Improvements, Storm Drain, Water, Sewer, etc Plans)						
Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted						
<= $100,000 of Engineer's estimate Plus		4.00%	+	$ -	+	
$100,001-$250,000 of Engineer's estimate Plus		3.00%	+	$ -	+	
> $250,000 of Engineer's estimate		2.50%		$ -		
On-site Improvements (For non-single family residential, based on Engineer's estimate)		1.00%				
4th and Subsequent Reviews (Improvement Plans minimum fee)	per Sheet, per Review	$ 248.00	or amount determined by the City Engineer. Fee not to exceed total City cost.	$ 251.00	or amount determined by the City Engineer. Fee not to exceed total City cost.	
Multi-Agency Improvement Plans for facilities to be maintained by agencies other than the City of Moreno Valley	Deposit, valued at one-half of the fee that would typically be charged for plan check services.					
Revisions (Improvement Plans)						
Minor (Including As-Builts, minimum fee*)	per Sheet, per Review	$ 261.00		$ 264.00		
Major (minimum fee)	per Sheet, per Review	$ 269.00	Amount determined by the City Engineer. Fee not to exceed total City cost.	$ 272.00	Amount determined by the City Engineer. Fee not to exceed total City cost.	

* For As-Builts with no changes, a one sheet fee is required.

Section 9 - Public Works

Land Development

MASS/ROUGH GRADING PLAN CHECK

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Subdivisions and Custom Homes						
0-5,000 CY		$ 1,928.00		$ 1,951.00		
5,001-100,000 CY Plus		$ 1,928.00	+	$ 1,951.00	+	
Each Additional 5,000 CY or portion thereof over 5,000 CY (prorated per cubic yard)		$ 318.00		$ 322.00		
> 100,000 CY Plus		$ 7,970.00	+	$ 8,069.00	+	
Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)		$ 107.00		$ 108.00		
Non Subdivisions						
0-5,000 CY		$ 1,928.00		$ 1,951.00		
5,001-100,000 CY Plus		$ 1,928.00	+	$ 1,951.00	+	
Each Additional 5,000 CY or portion thereof over 5,000 CY (prorated per cubic yard)		$ 284.00		$ 287.00		
> 100,000 CY Plus		$ 7,324.00	+	$ 7,404.00	+	
Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)		$ 70.00		$ 71.00		
4th and Subsequent Reviews (Mass/Rough Grading Plans)	per Sheet, per Review	$ 207.00		$ 209.00		
Revisions (Mass/Rough Grading Plans)						
Minor (Including As-Builts, minimum fee*)	per Sheet, per Review	$ 247.00		$ 250.00		
Major (minimum fee)	per Sheet, per Review	$ 294.00		$ 298.00		

* For As-Builts with no changes, a one sheet fee is required.

STOCKPILE/BORROW SITE PLAN

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

0-5,000CY		$ 584.00		$ 591.00		
5,001-100,000 CY		$ 1,009.00		$ 1,021.00		
> 100,000 CY		$ 1,401.00		$ 1,418.00		
4th and Subsequent Reviews (Stockpile/Borrow Plans)	per Sheet, per Review	$ 207.00		$ 209.00		
Revisions (Stockpile/Borrow Plans)						
Minor	per Sheet, per Review	$ 247.00		$ 250.00		
Major (minimum fee)	per Sheet, per Review	$ 294.00		$ 298.00		
		Actual amount determined by the City Engineer. Fee not to exceed total City cost.		Actual amount determined by the City Engineer. Fee not to exceed total City cost.		

Item No. E.1

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MV00199045

Section 9 - Public Works

Land Development

PRECISE GRADING PLAN CHECK

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Subdivisions and Custom Homes Plus	Each	$ 1,837.00 +	$ 1,859.00 +	
	per Lot	$ 70.00	$ 71.00	
Non Subdivisions				
On-site Improvement Plan Check Fee				
0-5,000CY		$ 1,838.00	$ 1,860.00	
5,001-100,000 CY Plus		$ 1,838.00 +	$ 1,860.00 +	
Each Additional 5,000 CY or portion thereof over 5,000 CY (prorated per cubic yard)		$ 284.00	$ 287.00	
> 100,000 CY Plus		$ 7,234.00 +	$ 7,313.00 +	
Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)		$ 70.00	$ 71.00	
4th and Subsequent Reviews (Precise Grading Plans)	per Sheet, per Review	$ 218.00	$ 221.00	
Revisions (Precise Grading Plans)				
Minor (Including As-Builts, minimum fee*)	per Sheet, per Review	$ 247.00	$ 250.00	
Major (minimum fee)	per Sheet, per Review	$ 294.00	$ 298.00	
* For As-Builts with no changes, a one sheet fee is required.		Actual amount determined by the City Engineer. Fee not to exceed total City cost.	Actual amount determined by the City Engineer. Fee not to exceed total City cost.	

STORM WATER MANAGEMENT PLAN CHECK

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

Water Quality Basins (SFR Projects) (Civil Drawings)	Per Sheet	$ 1,443.00	$ 1,460.00	
Water Quality Treatment (Non SFR Projects) (Civil Drawings)	Per Sheet	$ 1,443.00	$ 1,460.00	
4th and Subsequent Reviews (Civil Drawings)	per Sheet, per Review	$ 247.00	$ 250.00	
Water Quality Basin Landscaping (Landscape Drawings)				
Base Fee (7 sheets Maximum)		$ 5,925.00	$ 5,996.00	
Each Additional Sheet		$ 830.00	$ 840.00	
4th and Subsequent Reviews (Landscape Drawings)	per Sheet, per Review	$ 178.00	$ 180.00	
Hydrology & Hydraulic Calculations for Treatment Control Devices	Each	$ 464.00	$ 470.00	
Storm Water Pollution Prevention Plan (SWPPP) Document Review	Each	$ 655.00	$ 663.00	

Section 9 - Public Works

Land Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
STUDIES						
Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted						
Flood Plain (CLOMR/LOMR)						
1-10 Acres (Tributary)	Each	$ 3,385.00		$ 3,424.00		
Over 10 Acres	Each	$ 3,385.00	+	$ 3,424.00	+	
Each Acre over 10 Acres	per Acre	$ 20.00		$ 20.00		
Drainage (Hydrology/Hydraulics)						
0-50 Acres (Tributary)	per Acre	$ 48.00	$450 minimum	$ 49.00	$450 minimum	
51-100 Acres Plus	Each	$ 2,400.00	+	$ 2,450.00	+	
Each Additional Acre over 50	per Acre	$ 6.00		$ 6.00		
101-1,000 Acres Plus	Each	$ 2,700.00	+	$ 2,750.00	+	
Each Additional Acre over 100	per Acre	$ 4.00		$ 4.00		
Over 1,000 Acres Plus	Each	$ 6,300.00	+	$ 6,350.00	+	
Each Additional Acre over 1,000	per Acre	$ 1.00		$ 1.00		
4th and Subsequent Review	Each Review	Total City Cost		Total City Cost		
Preliminary Drainage Study (Entitlement Stage)	Each	$ 464.00		$ 470.00		
Preliminary Water Quality Management Plan (P-WQMP)						
WQMP Preliminary Document Review						
First Two Reviews Only (Consultant and Admin)		$ 934.00		$ 945.00		
Third and Subsequent Reviews (Fee for Consultant Only)	Each Review	$ 321.00		$ 325.00		
All Meetings	per Hour	$ 250.00		$ 253.00		
All Teleconferences	per Hour	$ 150.00		$ 152.00		

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Land Development

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Final Water Quality Management Plan (F-WQMP)				
WQMP Final Document Review				
(Initial fee includes Document Review, Teleconferences and Meetings)				
Basic Review (Maximum 2 Reviews and 2 Meetings)		$ 1,098.00	$ 1,111.00	
(Applies to Hillside Residential ≤ 9 Units)				
Subsequent Reviews	Each Review	$ 750.00	$ 759.00	
Subsequent Meetings	per Hour	$ 250.00	$ 253.00	
Subsequent Teleconferences	per Hour	$ 150.00	$ 152.00	
Standard Review (Maximum 2 Reviews and 2 Meetings)		$ 4,290.00	$ 4,341.00	
(Applies to Residential ≤ 50 Units; Commercial ≤ 2 Acres; Industrial ≤ 1 Acre; Automotive ≤1 Acre; Restaurants ≤ 1 Acre; Hillside Development ≤ 1 Acre (Except Hillside Residential ≤ 9 Units); and Parking Lots ≤ 2 Acres)				
Subsequent Reviews	Each Review	$ 1,440.00	$ 1,457.00	
Subsequent Meetings	per Hour	$ 250.00	$ 253.00	
Subsequent Teleconferences	per Hour	$ 150.00	$ 152.00	
Complex Review (Maximum 3 Reviews and 3 Meetings)		$ 6,179.00	$ 6,253.00	
(Applies to MFR or SFR > 50 Units; Commercial > 2 Acres; Industrial > 1 Acre; Automotive > 1 Acre; Restaurants > 1 Acre; Hillside Development > 1 Acre (Except Hillside Residential ≤ 9 Units); and Parking Lots > 2 Acres)				
Subsequent Reviews	Each Review	$ 1,824.00	$ 1,846.00	
Subsequent Meetings	per Hour	$ 250.00	$ 253.00	
Subsequent Teleconferences	per Hour	$ 150.00	$ 152.00	

Section 9 - Public Works

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Land Development						
OTHER PLAN CHECK FEES						
Underground Overhead Utilities						
Underground of Utilities Administration Fee Plus		$ 70.00	+	$ 71.00	+	
Underground of Utilities In-Lieu Fee (In accordance with Development Code 9.14.130)	per Linear Foot	$ 196.00		$ 198.00		
IMPROVEMENT PLAN INSPECTION						
Grading						
Mass, Rough, Precise, Stockpile or Borrow Grading Inspection (All projects)						
0-100 CY		$ 637.00		$ 645.00		
101-1,000 CY Plus		$ 637.00	+	$ 645.00	+	
Each Additional 100 CY or portion thereof over 100 CY (prorated per cubic yard)		$ 120.00		$ 121.00		
1,001-10,000 CY Plus		$ 1,717.00	+	$ 1,734.00	+	
Each Additional 1,000 CY or portion thereof over 1,000 CY (prorated per cubic yard)		$ 390.00		$ 395.00		
10,001-100,000 CY Plus		$ 5,227.00	+	$ 5,289.00	+	
Each Additional 10,000 CY or portion thereof over 10,000 CY (prorated per cubic yard)		$ 355.00		$ 359.00		
> 100,000 CY Plus		$ 8,422.00	+	$ 8,520.00	+	
Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)		$ 318.00		$ 322.00		
Improvements						
Improvement Plan (Offsite Public Improvements, Per Project)						
< $100,000 of Engineers estimate Plus		4.00%	+	$ -	+	
$100,000-$250,000 of Engineers estimate Plus		3.00%	+	$ -	+	
> $250,000 of Engineers estimate		2.50%		$ -		
Onsite Improvements (Based on Engineer's estimate)		1.00%		$ -		
Multi-Agency Improvement Plans for facilities to be maintained by agencies other than the City of Moreno Valley	Deposit, valued at one-half of the fee that would typically be charged for inspection services.					
Re-inspection	Each	$ 432.00		$ 437.00		
Holidays, Weekends and Night Inspections (Based on staff availability)	per Hour*	$ 79.00	Straight Time	$ 79.00	Straight Time	
	*minimum of 2 hour	$ 96.00	Over Time	$ 96.00	Over Time	

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Section 9 - Public Works

Land Development

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
STORM WATER MANAGEMENT INSPECTION				
Storm Water Pollution Abatement Program				
Projects Under Construction				
Construction Site Inspection		$ 402.00	$ 407.00	
Existing Businesses				
NPDES Industrial Site Initial Inspection	Each	$ 451.00	$ 456.00	
Follow-up Compliance Inspection	Each	$ 211.00	$ 214.00	
NPDES Commercial Site Initial Inspection	Each	$ 331.00	$ 335.00	
Follow-up Compliance Inspection	Each	$ 211.00	$ 214.00	
NPDES Restaurant Initial Inspection (CAP)	Each	$ 271.00	$ 274.00	
Follow-up Compliance Inspection	Each	$ 211.00	$ 214.00	
Water Quality Basin Landscape Inspection				
0-1 Acre		$11,853.00	$ 11,995.00	
1-1.5 Acres		$13,631.00	$ 13,795.00	
1.5-2 Acres		$15,408.00	$ 15,593.00	
2-2.5 Acres		$17,187.00	$ 17,393.00	
Each additional 1/2 Acre > 2.5 Acres	per 1/2 Acre	$ 1,777.00	$ 1,798.00	
PENALTY FEES				
Inspection and Testing work in Right-of-Way without Encroachment Permit		$ 603.00	$ 610.00	
Failure to Schedule Inspection Prior to Performing Work *		$ 122.00	$ 123.00	

* Penalty Fee to be determined by the City Engineer. Listed amount for the first offense and not to exceed $500 for each subsequent offense.

Section 9 - Public Works

Land Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
PERMITS - ADMINISTRATION FEES						
Grading or Inspection: Permit Issuance	Each	$ 82.00		$ 83.00		
Construction Permit Issuance	Each	$ 82.00		$ 83.00		
Newspaper Rack Annual Permit Issuance	Each	$ 82.00		$ 83.00		
Annual Utility Blanket Permit Administration	Each	$ 82.00		$ 83.00		
Second Driveway Approach Application	Each	$ 82.00		$ 83.00		
PERMITS - INSPECTION FEES						
Concrete Sidewalk						
0-100 Linear Feet	Each	$ 66.00	+	$ 67.00	+	
> 100 Linear Feet	per Linear Foot	$ 1.00		$ 1.00		
Parkway Drains	Each	$ 144.00		$ 146.00		
Residential Curb Core (2 maximum per lot)	per Lot	$ 78.00		$ 79.00		
Driveways						
Commercial	Each	$ 144.00		$ 146.00		
Residential	Each	$ 203.00		$ 205.00		
Excavation-Street Crossing	per Linear Foot	$ 2.00	$232 min	$ 2.00		
Excavation Parallel Trench	per Linear Foot	$ 0.50	$232 min	$ 0.50		
Small Bore Potholes (12" Diameter Maximum)	Each	$ 26.00		$ 26.00		
All Other Potholes	Each	$ 77.00		$ 78.00		
Bores/Splice Pits	Each	$ 52.00		$ 53.00		
Non-Retaining Wall	Each	$ 144.00		$ 146.00		
Fence	Each	$ 144.00		$ 146.00		
Newspaper Rack Installation	Each	$ 52.00		$ 53.00		
Utility Blanket Permit Individual Location Inspection	Each	$ 15.00		$ 15.00		
Miscellaneous Inspections (Based on staff availability)	per Hour*	$ 79.00	Straight Time	$ 79.00	Straight Time	
	*minimum of 1 hour	$ 96.00	Over Time	$ 96.00	Over Time	

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Section 9 - Public Works

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Land Development						
OTHER PERMITS						
Application Fee for Special Events, (Including Permit to Conduct a Parade or other event within Public Property or Street Right-of-Way.)	Each	$ 205.00		$ 207.00		
Block Party Permit Processing	Each	$ 82.00		$ 83.00		
Flood Plain Determination (Community Rating System)	per Lot	$ 20.00		$ 20.00		
Elevation Certification (Mobile Home Park)	Each	$ 155.00		$ 157.00		
OTHER FEES						
Advanced Energy Fees						
Administration Fee		$ 404.00		$ 409.00		
Zone B (9,500 Lumens)	Each	$ 261.00		$ 608.00		Revised to reflect actual cost
Zone C (22,000 Lumens)	Each	$ 347.00		$ 668.00		Revised to reflect actual cost
Single Family Residence Review	per Project	$ 390.00		$ 395.00		
Area Drainage Plan Fee	Established by and payable to the County of Riverside Flood Control District					
MISCELLANEOUS LAND DEVELOPMENT FEES						
City of Moreno Valley Book of Standard Drawings	Each	$ 45.00		$ 46.00		
Research of Records, Files, etc.						
Technical	per Hour *	$ 84.00	+reproduction costs	$ 85.00	+reproduction costs	
Professional	per Hour *	$ 136.00	+reproduction costs	$ 138.00	+reproduction costs	
	* minimum of 1/2 hour					
In-house Reproduction costs of Engineered Plan Sheets (Large Format)	per Sq Ft	$ 1.00		$ 1.00		

Section 9 - Public Works

Maintenance and Operations

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Private Residence Tree Removal (Service not available on request; service will only be performed when required as determined by Public Works, Maintenance and Operations Division)	Each	$ 270.00	$ 273.00	

Section 9 - Public Works

Special Districts

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Miscellaneous Document Preparation, Review, Research, Processing etc	per Hour	NA	$ 118.00 + third party expenses	NEW FEE
Land and Assessment Division Applications				
with amended assessment diagram		$ 900.00 +	$ 900.00 +	No Change
	per Parcel	$ 25.00	$ 25.00	
without amended assessment diagram		$ 1,500.00 +	$ 1,500.00 +	No Change
	per Parcel	$ 35.00	$ 35.00	
Special District Formation Application	Each	$ 5,000.00	$ 5,000.00	
Special District ~~Formation/~~Bond Issuance	Each	1% of bond issue $50,000 min	1% of bond issue $50,000 min	
Special Tax Report	Each	City Cost $10 min	City Cost $10 min	No Change
Annual Levy Report	Each	City Cost $10 min	City Cost $10 min	No Change
Parcel Payoff/Amortization Schedule	per Parcel	$ 46.00	$ 46.00	No Change
Note: Bond payoff/amortization schedule information is given to property owners free of charge. Others requesting information will be charged per parcel.				
Fixed Charge Tax Bill Revisions	per Parcel	County Cost	County Cost	No Change
Plans and Specifications (Non-refundable) (Landscape and Street Light documents)		City Cost $10 min	City Cost $10 min	No Change
Mail Ballot Processing (includes 2 Council meetings)				
Administrative Fee	per Proceeding	$ 1,574.00	$ 3,222.00	Adjusted to reflect full cost
~~Ballot Fee~~	~~per Ballot~~	~~$ 3.00~~	~~$ 3.00~~	FEE DELETED
Administrative Fee (Annexations Only)	per Proceeding		$ 1,753.00	NEW FEE
Additional/rescheduled Council Meeting	per Meeting		$ 770.00	NEW FEE
Annexation/boundary map preparation	per Map		Actual charge is "fully burdened" rate charge plus expenses. Not to exceed actual City cost.	NEW FEE

Section 9 - Public Works

Special Districts

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
~~Parkway~~ Landscape Plan Check				
Base Fee (7 sheets & 3 total submittals)		$ 5,925.00	$ 5,996.00	
Each Additional Sheet & 3 submittals		$ 830.00	$ 840.00	
Each Additional submittal	per Sheet	$ 178.00	$ 180.00	
Landscape Inspection				
0-1 Acre		$ 11,853.00	$ 11,995.00	
1-1.5 Acres		$ 13,631.00	$ 13,795.00	
1.5-2 Acres		$ 15,408.00	$ 15,593.00	
2-2.5 Acres		$ 17,187.00	$ 17,393.00	
Each additional 1/2 acre > 2.5	per 1/2 acre	$ 1,777.00	$ 1,798.00	
Public Works Landscape Design Guidelines	Each	$ 15.00	$ 15.00	No Change

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Section 9 - Public Works

Transportation Engineering

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Permit Parking Program						
Application Fee	Each	$ 90.00		$ 91.00		
Special Traffic Count						
Daily Directional	per Count	$ 135.00		$ 137.00		
Daily Non-Directional	per Count	$ 67.00		$ 68.00		
Peak Hour Intersectional	per Count	$ 47.00		$ 48.00		
Speed Study						
Radar		$ 51.00		$ 52.00		
Speed Profile (2 tubes, 1 machine)		$ 190.00		$ 192.00		
Special Traffic Curb Painting	Deposit	$ 178.00	Actual charge is "fully burdened" rate charge	$ 178.00	Actual charge is "fully burdened" rate charge	
Signs						
Miscellaneous Traffic Control Signs (Stop, Yield, Bus Stop, etc)	Each	$ 270.00		$ 273.00		
Neighborhood Watch Signs (Installed)	Each	$ 13.00		$ 13.00		
				$ -		
Street Name Sign	Each	$ 405.00		$ 410.00		
Signal Construction Inspection and Turn-on						
<= $100,000 of Engineer's estimate		4.00%		4.00%		
$100,001-$250,000 of Engineer's estimate		3.00%		3.00%		
> $250,000 of Engineer's estimate		2.50%		2.50%		
Controller Testing		$ 1,929.00		$ 1,952.00		
Signing and Striping Plan Review (1-3 submittals)	Per Sheet	$ 350.00		$ 354.00		
4th and subsequent submittals	Per Sheet	$ 205.00		$ 207.00		

Section 9 - Public Works

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Transportation Engineering				
Temporary Parking Permit				
Type I		$ 135.00	$ 137.00	
(Allow temporary parking on a restricted street section with curb lane width of less than 18 ft)				
Type II		$ 67.00	$ 68.00	
(Allow temporary parking on a restricted street section with curb lane width of 18 ft or more)				
Traffic Impact Analysis				
Minor	Each	$ 1,132.00	$ 1,146.00	
Major	Each	$ 3,000.00	$ 3,036.00	
Traffic Control Plan Review (1-3 submittals)	per Sheet	$ 350.00	$ 354.00	
4th and subsequent submittals	Per Sheet	$ 205.00	$ 207.00	

Section 10 - Miscellaneous Fees and Charges

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Council Chamber Room Rental	per Day	$ 132.00	$ 132.00	
Neighborhood Preservation Revitalization Program Housing Inspection Minimum Permit Fees (all types of permits)	Each	$ 122.00	$ 123.00	
Housing Assistance Financial Analysis Charge		City Cost	City Cost	
Mileage for City employee appearances	per Mile	IRS allowable rate	IRS allowable rate	
Motion Picture Permit	Each	$ 393.00	$ 393.00	
Copies *				
Black & White	per Page	$ 0.20	$ 0.20	
Color	per Page	$ 0.75	$ 0.75	

* All government agencies and their official representatives shall be exempt from paying these charges for single copies for official use.

Copies and Research in response to subpoena	per Occurrence	City cost as provided for in California Evidence Code Section 1563	

Copies of maps, documents, graphs or special work may be furnished upon the payment of the cost of printing and preparation. For such items for which a regular established price is unavailable, the Department Head, in collaboration with the Financial & Administrative Services Director, may establish a price consistent with the cost of printing and preparation thereof. The Financial & Administrative Services Director shall report such exceptions to the City Manager. It shall be the responsibility of the City Manager to review such costs annually and make such recommendations to the City Council as required to keep charges consistent with actual costs.

The City Council may waive processing or appeal fees for any private or public agency on a case-by-case basis. In the case of an appeal by a public agency or school district, no fee shall be charged until the City Council considers the appeal matter itself and renders a decision on the waiver of the fee after the entire appeal matter has been heard.

Note: Projects equal to or in excess of $50,000,000 in total value will qualify to be considered for inclusion in the City's pilot program utilizing Time-and-Material charging/billing methodology for Development Services activities; this program encompasses all Departments and all fees for projects in the program. For more information on this pilot program please contact the City Manager's Office.

Land Development Division Deposits will be valued at one-quarter of the fee that would typically be charged for plan check or inspection services.

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Section 11 - Penalties and Delinquent Fee Schedule for Parking Violations

M.V.M.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
12.12.130	Parked in violation of designated curb color	$ 28.50	$ 12.50	$ 41.00	$ 69.50	$ 12.50	$ 82.00
12.12.130	No standing/stopping/parking anytime (posted)	$ 28.50	$ 12.50	$ 41.00	$ 69.50	$ 12.50	$ 82.00
12.12.130	Posted time 6 p.m. to 6 a.m. (commercial vehicle)	$ 28.50	$ 12.50	$ 41.00	$ 69.50	$ 12.50	$ 82.00
12.38.040	Vehicle parked on street in excess of 72 hours	$ 28.50	$ 12.50	$ 41.00	$ 69.50	$ 12.50	$ 82.[illegible]
12.42	No parking (street sweeping)	$ 45.00	$ 12.50	$ 57.50	$ 102.50	$ 12.50	$ 115
6.04.040.D2	Parking on unimproved surface	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65
11.24.200	Inoperative vehicle in view in excess of 72 hours	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65

M.V.M.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Ba
12.38.020A	It is unlawful to park or leave standing any of the following:						
12.383020A1	Any vehicle or trailer which is used to transport animals or which harbors vermin or pestilence or which emits noxious or nuisance odors on any highway, street, road alley or on any public or private property within the city.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020A2	Any vehicle or trailer which contains any hazardous substances as defined in section 2452 of the California Vehicle Code on any highway, street, road, alley or on any public or private property within the city.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.[illegible]
12.38.020A3	Any trailer, utility trailer, boat trailer, boat, camper, camper shell, camp trailer, trailer coach or semi-trailer that is non-self propelled, non-motorized or not capable of movement under its own power and which is unattached to a vehicle on any highway, street, road or alley within the city.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020A4	Any vehicle on any highway, street, road or alley within the city for the purpose of servicing or repairing such vehicle except when necessitated by an emergency.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00

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Section 11 - Penalties and Delinquent Fee Schedule for Parking Violations

M.V.M.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
12.38.020B	It is unlawful to park or leave standing any commercial vehicle, truck, trailer or semi-trailer having a manufacturer's gross vehicle weight rating (Vehicle Code Section 390) of ten thousand (10,000) pounds or more as described in the following:						
12.38.020B1	On any highway, street, road, alley or private property within the residential district within the city.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B2	On any vacant or unimproved non-residential property in the city.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B3	On any residential property so that any part of such vehicle is within one hundred (100) feet of any human dwelling.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B4	Within one hundred fifty (150) feet of any driveway opening.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B5	Within any commercially zoned property for the purpose other than doing business at the site, or for the purpose not related to such business operation, or remaining parked or standing for longer than reasonably appropriate to do such business or acts related to such business operations.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B6	On any residential property so that any part of such vehicle is within fifteen (15) feet of the property line, a public sidewalk or a public or private roadway edge.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B7	On any alley within the city.	$ 73.50	$ 12.50	$ 86.00	$ 156.50	$ 12.50	$ 172.00
12.38.020B7	On any highway, street or road which is adjacent to a parcel upon which there exists a public facility. Within the meaning of this subsection, "public facility" includes, but is not limited to, parks, schools and civic buildings.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.[illegible]
12.38.020B9	Any unattached semi-trailer on a public highway, street, road or alley within the city.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020C	While adjacent to a developed residential area within the city, the operator shall not idle the vehicle's engine for longer than fifteen (15) minutes.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00

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Section 11 - Penalties and Delinquent Fee Schedule for Parking Violations

C.V.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
5204	Improper display of tabs	$ 45.00	$ 12.50	$ 57.50	NA	NA	NA
	Improper display of tabs with correction	$ 5.00	$ 5.00	$ 10.00	NA	NA	NA
21113(a)	Unauthorized parking upon public grounds	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
21211(a)	Stopping in bicycle lane	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(a)	Parking unlawfully, within intersection	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(b)	Parking unlawfully, on crosswalk	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65
22500(c)	Parking unlawfully, adjacent to safety zone	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65
22500(d)	Parking unlawfully, within 15 feet of fire station driveway	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65
22500(e)	Parking unlawfully, blocking any driveway	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65
22500(f)	Parking unlawfully, on a sidewalk	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65
22500(g)	Parking unlawfully, blocking excavation	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65
22500(h)	Parking unlawfully, double parking	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65
22500(i)	Parking unlawfully, in posted bus loading zone	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65
22500(k)	Parking on a bridge, unless otherwise permitted or authorized	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65
22500(l)	Parking unlawfully, blocking sidewalk wheelchair access	$ 420.00	$ 12.50	$ 432.50	NA	NA	NA
22500.1	Parking unlawfully, in posted fire area	$ 50.00	$ 12.50	$ 62.50	$ 112.50	$ 12.50	$ 125.00
22502(a)	Vehicle parked with right wheels in excess of 18″ from right hand curb (exception: Motorcycles shall be parked with at least one wheel touching the right hand curb).	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22507.8(a)	Parking in space designated for disabled	$ 420.00	$ 12.50	$ 432.50	NA	NA	NA
22507.8(b)	Obstruct or block disabled parking space	$ 420.00	$ 12.50	$ 432.50	NA	NA	NA
22507.8(c)	Parking in cross-hatch area designated for disabled	$ 420.00	$ 12.50	$ 432.50	NA	NA	NA
22514	Parking within 15 feet of fire hydrant	$ 50.00	$ 12.50	$ 62.50	$ 112.50	$ 12.50	$ 125.0
22515(b)	Unattended vehicle wheels not blocked, and/or parking brake not set	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.0
22522	Parking within 3 feet of a sidewalk access ramp	$ 420.00	$ 12.50	$ 432.50	NA	NA	NA
22658	Unauthorized parking	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
40226	Failure to display handicapped placard	$ 20.00	$ 12.50	$ 32.50	NA	NA	NA
	Other	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00

MV00199061

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MV00199062

MORENO VALLEY
WHERE DREAMS SOAR

Financial & Administrative Services Department

MEMORANDUM

To: Mayor & City Council

From: Richard Teichert, Financial & Administrative Services Director

Date: April 25, 2011

Subject: Proposed Increase In Dog License Fees

The City Council approved proceeding with a proposed increase to dog license fees at the Special Meeting on April 19, 2011. These fees were directed to be brought back for Council action. Staff recommends that the "Moreno Valley Proposed" dog license fees in the chart below be amended into the City Council Fee Ordinance being considered at the April 26, 2011 City Council meeting.

The updated proposed fees were compared to other local jurisdictions similar to or greater that the current population of Moreno Valley. As reflected in the table below the updated proposed fees for an altered (Spay/Neuter or S/N) dog license in all yearly categories is in line with other local jurisdictions. Comparing all license fee categories for an unaltered dog, Moreno Valley will continue to offer residents a reasonable fee.

City	S/N 1 yr.	S/N 2 yr.	S/N 3 yr.	Unaltered 1 yr.	Unaltered 2 yr.	Unaltered 3 yr
Moreno Valley (Current)	$10	$19	$26	$41	$60	$78
Moreno Valley (Proposed)	$15	$25	$32	$50	$80	$100
Corona	$15	$25	$35	$100	$200	$300
Fontana	$10	$18	$24	$60	$120	$180
Ontario	$20	n/a	n/a	$40	n/a	n/a
Riverside	$16	$25	$35	$100	$175	$250
Rancho Cucamonga	$15	$ 25.20	$37.80	$60	$120	$180
San Bernardino	$20	$30	$40	$75	n/a	n/a

Based on the proposed fee increases for dog licenses in all categories as shown above, projected additional revenue is expected to be **$32,000** annually. This projection is conservative as it assumes only a 50% renewal rate for year 1 & 2 license categories and a 30% renewal rate for year 3 licenses.

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MV00199064

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and the City Council Acting in their Capacity as the President and Members of the Board of Directors of the Moreno Valley Community Services District ("CSD")

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: April 26, 2011

TITLE: PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDINGS FOR POZGAJ FRANK & MARIA FAMILY TRUST—APN 486-240-009 BALLOTING FOR NPDES AND CSD ZONE M AND RIDGE MORENO VALLEY—APNS 297-170-005 AND 297-170-066 BALLOTING FOR NPDES

RECOMMENDED ACTION

1. Staff recommends that the City Council, after conducting the individual Public Hearings and accepting public testimony:

   a. Direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballots for Pozgaj Frank & Maria Family Trust—Assessor Parcel Number (APN) 486-240-009 and Ridge Moreno Valley—APNs 297-170-005 and 297-170-066;
   b. Verify and accept the result of the mail ballot proceedings as identified on the Official Tally Sheet and attached APN listing;
   c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and
   d. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to APNs 486-240-009, 297-170-005, and 297-170-066.

2. Staff recommends that the Mayor and City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), after conducting the Public Hearing and accepting public testimony:

   a. Direct the Secretary of the CSD Board (City Clerk) to tabulate the CSD Zone M ballot for Pozgaj Frank & Maria Family Trust—APN 486-240-009;

b. Verify and accept the result of the mail ballot proceeding as identified on the Official Tally Sheet and attached APN listing;
c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and
d. If approved, authorize and impose the annual CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) charge to APN 486-240-009.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

To comply with the 1972 Federal Clean Water Act, Land Development, a division of the Public Works Department, requires that new development projects participate in the appropriate NPDES regulatory rate to fund federally mandated programs. The City Council adopted the residential regulatory rate on June 10, 2003, and the commercial/industrial regulatory rate on January 10, 2006.

The CSD was formed simultaneously with City incorporation in 1984. The designation of zones within the CSD was established to allocate the costs of special services to those parcels receiving the benefit. The City's Arterial Median Maintenance Policy, adopted by the CSD February 2003 and subsequently amended January 2006, requires that certain commercial, industrial and multifamily developments be conditioned to fund the maintenance of arterial medians.

The Pozgaj Frank & Maria Family Trust (APN 486-240-009) and Ridge Moreno Valley (APNs 297-170-005 and 297-170-066), (collectively "Property Owners"), have Conditions of Approval that require them to provide a funding source to help support the Stormwater Management program. Additionally, Pozgaj Frank & Maria Family Trust was conditioned to help support the CSD median program specific to this project, Zone M. Approving the NPDES maximum commercial/industrial regulatory rate and the CSD Zone M annual charge through a mail ballot proceeding shall fulfill these requirements.

DISCUSSION

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, mail ballot proceedings are being conducted to give the Property Owners the option to approve or oppose the NPDES maximum commercial/industrial regulatory rate and the annual charge for the CSD Zone M program. Property Owners are given two opportunities to address the legislative body. These two opportunities are the Public Meeting on April 12, 2011 and the Public Hearing on April 26, 2011, when the results of the ballot proceeding will be announced.

New development projects are subject to the current NPDES Permit requirements for stormwater management as mandated by the Federal Clean Water Act. Public agencies

are to obtain Permits to discharge urban stormwater runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels. If approved by the property owner, the City will annually inspect site design, source and treatment control Best Management Practices, monitor maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State. Provided the mail ballots are approved, the City will also be authorized to levy the NPDES maximum commercial/industrial regulatory rate on the annual property tax bill or as a monthly charge on a utility bill.

Special Districts, a division of the Public Works Department, manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. Landscape maintenance includes, but is not limited to mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians. The CSD Zone M annual charge is levied on the property tax bill.

The CSD Zone M annual charge for APN 486-240-009 was estimated based on the proposed fully improved Alessandro Blvd. and Moreno Beach Dr. medians adjacent to the parcel. The annual charge shall not be levied until such time as the planning of the medians begins. Upon future development, parcels adjacent to the proposed medians shall be conditioned to provide a funding source for the annual maintenance. At which point, the annual charge for APN 486-240-009 shall be proportionally adjusted.

ALTERNATIVES

1. **Conduct the Public Hearings,** tabulate the ballots, verify, and accept the result of the mail ballot proceedings as identified on the Official Tally Sheet and attached APN listing, receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing, and if approved, authorize and impose the NPDES Maximum Commercial/Industrial Regulatory Rate and the annual charge for CSD Zone M to Pozgaj Frank & Maria Family Trust and the NPDES Maximum Commercial/Industrial Regulatory Rate to Ridge Moreno Valley. *This alternative will fulfill the 45-day noticing period and Public Hearing requirements as mandated by Proposition 218.*

2. **Do not conduct the Public Hearings,** tabulate the ballots, verify, or accept the result of the mail ballot proceedings for Pozgaj Frank & Maria Family Trust and Ridge Moreno Valley. *This alternative would be contrary to Proposition 218 mandates and may not allow the property owners to comply with their conditions of approval.*

FISCAL IMPACT

For fiscal year (FY) 2010/11, the NPDES annual regulatory rate and estimated CSD Zone M charge for Pozgaj Frank & Maria Family Trust and Ridge Moreno Valley are as follows:

Project	NPDES Maximum Commercial/Industrial Rate	CSD Zone M Annual Charge
Pozgaj Frank & Maria Family Trust APN 486-240-009 (and any division thereof)	$205 per parcel	$9,830.39
Ridge Moreno Valley APN 297-170-005 (and any division thereof) APN 297-170-066 (and any division thereof)	$205 per parcel $205 per parcel	N/A N/A

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

The NPDES rates collected from property owners support the current Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the NPDES rates are restricted for use only within the Stormwater Management program.

The CSD Zone M annual charge, paid by the adjacent new developments, provides the necessary funding for the maintenance of newly constructed medians within the CSD. Pozgaj Frank & Maria Family Trust is being balloted for maintenance costs of future medians that are planned to be constructed. The amount collected will reduce the General Fund obligation for maintenance for those medians. **The collection of the CSD Zone M annual charge is restricted for use for the maintenance and administration of the improved medians within the CSD Zone M program.**

CITY COUNCIL GOALS

Advocacy
Management of the stormwater will ensure that water pollutants are discharged in compliance with federal mandates and City policies.

Community Image, Neighborhood Pride, and Cleanliness
The Zone M program allows the CSD an opportunity to enhance the appearance of newly developed areas within the City.

Revenue Diversification and Preservation
The CSD Zone M annual charge and the NPDES maximum commercial/industrial regulatory rate provide funding for program costs, which include maintenance and administration.

SUMMARY

The action before the City Council/CSD Board is to accept public testimony, tabulate the returned ballots, verify, and accept the results of the mail ballot proceedings for Pozgaj Frank & Maria Family Trust and Ridge Moreno Valley.

NOTIFICATION

On February 28, 2011, a ballot packet was mailed to the Property Owners. The packets included a notice to the property owner, map of the project area, the NPDES commercial/industrial rate schedule, instructions, ballot(s), and postage-paid envelopes for returning the ballots to the City Clerk. (See Attachments 1 and 2.)

Newspaper advertising for the April 12, 2011, Public Meeting and April 26, 2011, Public Hearing was published in The Press-Enterprise on March 24, 2011. Additionally, the Public Hearing notification was published on April 7 and again on April 14, 2011.

ATTACHMENTS

Attachment 1: Pozgaj Frank & Maria Family Trust mail ballot packet
Attachment 2: Ridge Moreno Valley mail ballot packet

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Chris A. Vogt, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Concurred by:
Mark Sambito,
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\SpecialDist\jennifert\Ballots for FY 10.11\Zone M NPDES\PA09-0043 (TPM 36262)\Stfrpt PH 04.26.11.doc

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MV00199070

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MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Pozgaj Frank & Maria Family Trust
10 Collegiate Cir
Rancho Mirage, CA 92270

February 28, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APN 486-240-009

******* OFFICIAL BALLOT ENCLOSED *******

Llame al 951.413.3480 para obtener información verbal en Español

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of APN 486-240-009 (and any division thereof) the opportunity to express support or opposition to the approval of the NPDES regulatory rate and services and inclusion into and approval of the annual charge for the CSD Zone M program.

Background

NPDES Maximum Commercial/Industrial Regulatory Rate

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

The CSD was formed simultaneously with City incorporation and established Zones to allocate the costs of special benefit services to those parcels designated to receive selective programs. The CSD Zone M program provides ongoing maintenance to improved medians adjacent to commercial, industrial, and multifamily developments in designated areas of the City. Commercial, industrial, and multifamily developments along designated arterial streets are conditioned to participate in the improved median maintenance program in compliance with the Citywide Arterial Median Maintenance Policy approved by the CSD Board in March 2003 and revised in January 2006.

ATTACHMENT 1

Services Provided

NPDES Maximum Commercial/Industrial Regulatory Rate
In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge
Special Districts' staff manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. The CSD Zone M annual charge was established to cover administration and service costs for the landscape maintenance. Services include, but are not limited to: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

How is the Amount of the Charge Determined?

NPDES Maximum Commercial/Industrial Regulatory Rate
Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owners.

CSD Zone M Charge
The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 486-240-009 is subdivided. The charge levied shall not exceed the charge previously approved by the property owners.

Proposed Charge

NPDES Maximum Commercial/Industrial Regulatory Rate
For FY 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. The total amount of the NPDES rates levied for FY 2010/11 for the program as a whole is $392,575.

CSD Zone M Charge
The CSD Zone M parcel charge for FY 2010/11 for the proposed Alessandro Blvd. median is $3,089.55 and $6,740.84 for the proposed Moreno Beach Dr. median. The total amount of the CSD Zone M charges levied for FY 2010/11 for the program as a whole is $141,530.98.

Annual Adjustment

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 486-240-009 (and any division thereof) and shall be placed on the 2011/12 Riverside County property tax bill or as a monthly charge on a utility bill. The CSD Zone M

annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Alessandro Blvd. and/or Moreno Beach Dr. medians occur. The NPDES Maximum Commercial/Industrial regulatory rate and the CSD Zone M charge will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City/CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Meeting	Public Hearing
Tuesday, April 12, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, April 26, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk/Secretary of the CSD Board of Directors in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges is Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate and the proposed inclusion into the CSD Zone M program and approval of the annual charge will be confirmed if the ballots are marked in favor of the charge.

Effect if Inclusion into and Approval of the Charges is Not Approved

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the Conditions of Approval. If the ballot is not marked in favor of the CSD Zone M annual charge, then the charge will not be levied on the property tax bill and noncompliance of the Conditions of Approval shall result.

For More Information

If you have any questions about the proposed programs, the annual charges, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Completing Your Ballot

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballots in support of or opposition to the proposed programs and annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will not be counted.*

3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, April 26, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

OFFICIAL MAIL BALLOT for
ASSESSOR PARCEL NUMBER (APN) 486-240-009

Moreno Valley Community Services District (CSD) Zone M
(Commercial, Industrial, and Multifamily Improved Median Maintenance)

YES* — as the property owner of APN 486-240-009 (and any division thereof), **I approve** the annual CSD Zone M charge for FY 2010/11 for the proposed Alessandro Blvd. median of $3,089.55 and $6,740.84 for the proposed Moreno Beach Dr. median. Beginning FY 2011/12, the annual CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The CSD Zone M annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Alessandro Blvd. and/or Moreno Beach Dr. medians occur. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

NO** — as the property owner of APN 486-240-009, **I do not approve** the CSD Zone M annual parcel charge. I understand that not incorporating said APN into the CSD Zone M program is a violation of the Conditions of Approval. The CSD Zone M charge shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge
486-240-009 (and any division thereof)	☐	☐	$9,830.39

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on April 26, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

OFFICIAL MAIL BALLOT for
Assessor Parcel Number (APN) 486-240-009

National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate

YES* — as property owner of APN 486-240-009, **I approve** the NPDES maximum commercial/industrial regulatory rate and services. For fiscal year (FY) 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the 2010/11 Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2011/12, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APN 486-240-009, **I do not approve** the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
486-240-009 (and any division thereof)	☐	☐	$205 per parcel

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on April 26, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

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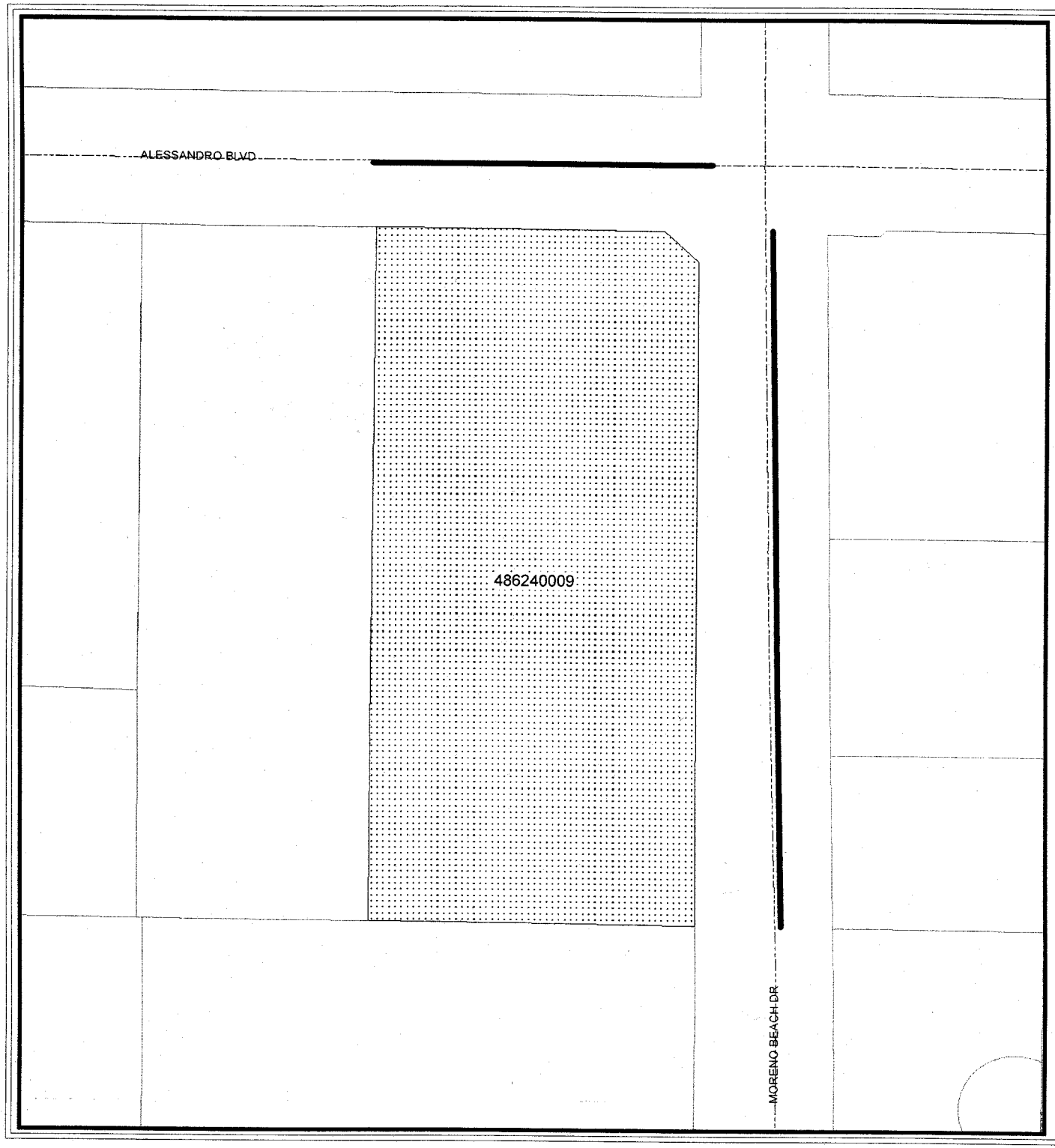

TPM 36262
APN 486-240-009

APN

- 486240009
- Roads
- Parcels
- City Boundary
- Future Median
- Landscaped Areas

Map reflects all changes indicated on Riverside County Assessor Maps as of February 22, 2011.

N

0 70 140 210 280 Feet

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The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
NPDES Administration			**Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance**		
(Not covered by CSA 152) Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.		
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics					
PROPOSED PARCEL RATE	**Per Month** **$2.67**	**Per Year** **$32.00**	**PROPOSED PARCEL RATE**	**Per Month** **$12.58**	**Per Year** **$151.00**

Inflation Factor Adjustments

FY 2006/2007 - 4.5% = ($33.00 & $158.00)
FY 2007/2008 - 3.1% = ($34.00 & $163.00)
FY 2008/2009 - 4.2% = ($35.00 & $170.00)
FY 2009/2010 - no change = ($35.00 & $170.00)
FY 2010/2011 - no change = ($35.00 & $170.00)

MV00199078

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MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Ridge Moreno Valley
Attn: Dennis Rice
201 Covina Ave, Suite 8
Long Beach, CA 90803

February 28, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE FOR APNS 297-170-005 AND 297-170-066

******* OFFICIAL BALLOT ENCLOSED *******

Llame al 951.413.3480 para obtener información verbal en Español

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of APNs 297-170-005 and 297-170-066 (and any division thereof) the opportunity to express support or opposition to the approval of the NPDES regulatory rate and services.

Background

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

Services Provided

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

How is the Amount of the Charge Determined?

Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owners.

ATTACHMENT 2

Proposed Charge

For FY 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. The total amount of the NPDES rates levied for FY 2010/11 for the program as a whole is $392,575.

Annual Adjustment

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APNs 297-170-005 and 297-170-066 (and any division thereof) and shall be placed on the 2011/12 Riverside County property tax bill or as a monthly charge on a utility bill. The NPDES Maximum Commercial/Industrial regulatory rate will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Meeting	Public Hearing
Tuesday, April 12, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, April 26, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges is Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate will be confirmed if the ballot is marked in favor of the charge.

Effect if Inclusion into and Approval of the Charges is Not Approved

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the Conditions of Approval.

For More Information

If you have any questions about the proposed program, the annual charge, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Completing Your Ballot

Property owner may submit the enclosed ballot to the City Clerk in support of or opposition to the proposed program and annual charge. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballot are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed program and annual charge **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, April 26, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

OFFICIAL MAIL BALLOT for
Assessor Parcel Numbers (APNs) 297-170-005 and 297-170-066

National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate

YES* — as property owner of APNs 297-170-005 and 297-170-066, **I approve** the NPDES maximum commercial/industrial regulatory rate and services. For fiscal year (FY) 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the 2010/11 Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2011/12, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APNs 297-170-005 and 297-170-066, **I do not approve** the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
APN 297-170-005 (and any division thereof)	☐	☐	$205 per parcel
APN 297-170-066 (and any division thereof)	☐	☐	$205 per parcel

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on April 26, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
NPDES Administration			**Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance**		
(Not covered by CSA 152) Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.		
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics					
PROPOSED PARCEL RATE	**Per Month** **$2.67**	**Per Year** **$32.00**	**PROPOSED PARCEL RATE**	**Per Month** **$12.58**	**Per Year** **$151.00**

Inflation Factor Adjustments

FY 2006/2007 - 4.5% = ($33.00 & $158.00)
FY 2007/2008 - 3.1% = ($34.00 & $163.00)
FY 2008/2009 - 4.2% = ($35.00 & $170.00)
FY 2009/2010 - no change = ($35.00 & $170.00)
FY 2010/2011 - no change = ($35.00 & $170.00)

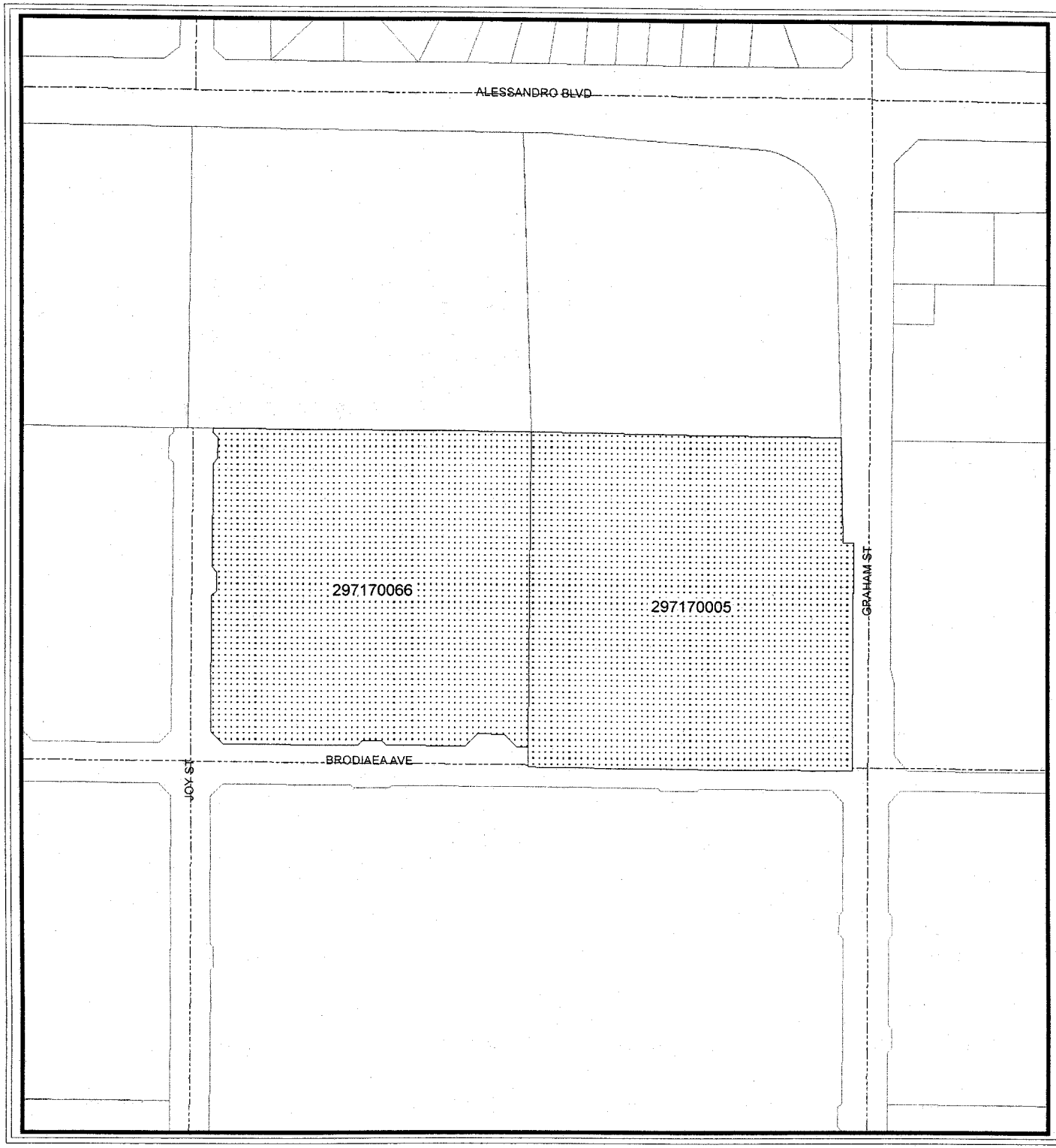

Ridge Moreno Valley APNs 297-170-005 and 297-170-066

APN

- 297170005
- 297170066
- Roads
- Parcels
- City Boundary

Map reflects all changes indicated on Riverside County Assessor Maps as of February 23, 2011.

N

0 160 320 480 640 Feet

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The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

MV00199084

CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

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MV00199086

JANE HALSTEAD
City Clerk

MORENO VALLEY
WHERE DREAMS SOAR

City of Moreno Valley
Community & Economic Development Department

MEMORANDUM

To: Mayor and City Council

From: Barry Foster, Community & Economic Development Director

Date: April 26, 2011

Subject: City Council Regular Meeting Agenda of April 26, 2011, Item G.2 - ECONOMIC DEVELOPMENT ACTION PLAN (Report of: Community & Economic Development Department)

cc: Agenda packet distribution list

The attached page has been added to the PowerPoint Presentation for the above-mentioned subject item.

Survey of Inland Region Industrial/Business Park Land Use

City	Population	City Size sq. mi.	Workforce	Housing Units	Industrial Zoning Percentage	Industrial Developed
Riverside	297,863	81.5	159,100	99,949	15.2%	39.3 million
Moreno Valley	188,537	60.0	32,411	56,845	9.0%	10.1 million
Fontana	188,498	52.4	61,600	53,725	17.0%	48.3 million
Rancho Cucamonga	178,904	40.2	70,275	56,215	15.3%	36.8 million
Ontario	173,690	50.0	107,069	47,276	25.3%	97.0 million
Chino	84,973	30.9	34,331	20,265	17.1%	40.1 million

ECONOMIC DEVELOPMENT ACTION PLAN

GOAL--Two-year action plan to capitalize on short-term opportunities

Objectives

- Create jobs locally to address City's high unemployment rate
- Address Community's jobs to housing imbalance
- Strengthen and broaden City's economic foundation
- Enhance City revenue generation to improve quality of life in Community

Action Plan-Areas of Opportunity

- TownGate
- Centerpointe Business Park
- South Industrial Area
- East Moreno Valley-Rancho Belago
- City Center

TownGate/Centerpointe/South Industrial Area

- Continue ongoing efforts for new major retail/restaurant uses
- Facilitate proposed new industrial building development aimed at producing new jobs (short-term with construction and long-term with new major employers)

Eastern Moreno Valley/Rancho Belago

- Work with Highland Fairview on creating new plan to replace expiring Moreno Highlands Specific Plan
- Evaluate highest/best land uses to address jobs to housing imbalance
- City's percentage of land use area (9%) for Industrial/Business Park zoning is very low

Survey of Industrial/Business Park Zoning

- Ontario 25.3%
- Perris 21.7%
- San Bernardino 18.0%
- Chino 17.1%
- Fontana 17.0%
- Rancho Cucamonga 15.3%
- Riverside 15.2%
- Corona 11.4%
- Moreno Valley 9.0%

City Center-why is area important from Economic Development perspective

- Geographic center of the City of Moreno Valley
- Home to major businesses and institutions—including Moreno Valley College, RCRMC, Kaiser Community Hospital, Stoneridge Towne Centre, Moreno Beach Plaza, and Auto Mall

Re-sequence CIP projects

- $33.8 million in planned CIP projects
- SR 60/Moreno Beach, including connection of Eucalyptus to Moreno Beach
- Cactus Avenue—between Lasselle and Nason
- Extension of Nason Street to connect Cactus to Iris

Why Re-sequence CIP Projects

- Enhances Economic Development efforts
- Builds improvements indentified in City's Circulation Plan
- Assists major stakeholders (shopping center, hospitals and college)

Highland Fairview's Aqua Bella Project

- Idea to reposition 200-acres on east side of new Nason St. extension to develop new world-class medical and health care related campus
- Connection between Kaiser's Community Hospital and RCRMC
- Expands City's overlay zone for creating medical corridor

Benefits by Re-sequencing CIP funding to three City Center Projects

- Maximize Economic Development efforts
- Strengthen important area of the City
- Produce new City revenue to pursue even more CI projects in the future

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: April 26, 2011

TITLE: ECONOMIC DEVELOPMENT ACTION PLAN

RECOMMENDED ACTION

Staff recommends the City Council:

1. Review and provide direction on an Economic Development Action Plan.
2. Consider the sequencing and funding of Capital Improvement Program projects.

BACKGROUND

The City of Moreno Valley is looking at ways to best assist the future development of the community. With the economy starting to improve, now is the right time to seize the opportunity to evaluate ways that Moreno Valley can best plan for advancing economic development. On March 22, staff introduced an Economic Development Plan with established Areas of Opportunity in the community aimed at producing major employment hubs, successful retail centers and redevelopment possibilities with a goal of making Moreno Valley a major business development area in Southern California.

The focus of the Economic Development Plan-Areas of Opportunity is toward creating a well-rounded community with a strong economic foundation. Creating new jobs in the community, along with providing a positive economic stimulus to existing businesses, must be major priority for the City. Furthermore, Moreno Valley should seek ways to enhance its commercial retail/restaurant make-up and move to improve the City's per capita sales tax revenue stream. Making Moreno Valley a great place to live, work, do business, shop, eat and visit is the ultimate economic development objective. The twelve recommended Areas of Opportunity include the following locations:

- Eastern Moreno Valley-Rancho Belago (including Highland Fairview Corporate Park-Skechers USA, WestRidge Commerce Center, Prologis, and Moreno Highlands)
- City Center (including a Nason, Moreno Beach and Lasselle loop--with Stoneridge Towne Centre, Moreno Beach Plaza, Moreno Valley Auto Mall, proposed Moreno Beach Marketplace-Lowes Center, Moreno Marketplace-Stater Bros. Center, Moreno Valley Ranch Golf Club, Riverside County Regional Medical Center, Aqua Bella, Kaiser-Moreno Valley Community Hospital, Lakeside Plaza & Terrace, Moreno Valley College, the proposed Winco Center and the City's 60-acre property at NWC of Alessandro/Nason)
- South Moreno Valley Industrial Specific Plan Area
- March LifeCare
- Centerpointe Business Park
- Alessandro Boulevard
- Sunnymead Boulevard
- Festival-Ironwood
- Sunnymead Ranch-Lakeshore Village Marketplace
- TownGate (including the Moreno Valley Mall and five surrounding commercial centers-TownGate Center, TownGate Plaza, TownGate Crossing, TownGate Promenade, and TownGate Square)
- Canyon Springs Plaza and proposed TownGate Highlands
- Edgemont Area

DISCUSSION

The formulation of the Economic Development Plan-Areas of Opportunity establishes a broad framework with a diverse number of economic development opportunities, including both short term and longer term possibilities. To fully capitalize on near-term opportunities, staff is recommending the implementation of an Economic Development Action Plan focusing on several key initiatives within five of the Areas of Opportunity--to be pursued within a short-term, 2-year time frame. The focus of this Action Plan would be to:

- Collaborate with the Fritz Duda Company and CW Capital towards enhancing retail and restaurant development in the TownGate area, including pursuing new users for vacant big-box retail space in TownGate Center and the Moreno Valley Mall.
- Advance the development on several projects in the Centerpointe Business Park area.
- Facilitate the development of a number of approved and entitled projects in the South Moreno Valley Industrial Specific Plan Area.
- Capitalize on the opening of Skechers USA and begin to re-evaluate land uses in eastern Moreno Valley, in conjunction with the expiration of the Moreno Highlands Specific Plan and supporting Development Agreement.

- Re-sequence and fast-track three Capital Improvement Projects in the City Center area—1) SR60 south ramps and extension of Eucalyptus to connect with Moreno Beach, 2) installation of ultimate improvements on Cactus Avenue, between Lasselle and Nason and 3) the extension of Nason Street southerly to connect Cactus Avenue with Iris Avenue, along with pursuing the idea of repositioning part of the Aqua Bella area to expand the City's established medical office overlay zone.

Moreno Valley has a strategic location in the Inland Region and is clearly in the path of growth. Since incorporation as a city, Moreno Valley has experienced strong residential development from many quality home builders. Now is an important time for the City to broaden its economic base by pursuing ways for new commercial retail, office and industrial development to happen in the community. The five specified areas of opportunity focused within the proposed Economic Development Action Plan were selected because of location and potential for realizing success in the near-term development marketplace, along with adherence with the following economic development objectives:

- Create jobs locally and address the City's high unemployment rate.
- Address the community's jobs to housing imbalance.
- Strengthen and broaden the local economic foundation by attracting quality businesses.
- Enhance City revenue generation from sources such as Sales Tax, Property Tax, Transient Occupancy Tax, and Utility Tax, with an overall goal of improving the quality of life in Moreno Valley.

TownGate

The master planned 590-acre TownGate area, including the Moreno Valley Mall along with five popular community shopping centers is a major component of Moreno Valley's retail environment. In 2010, the retail areas of TownGate produced more than $2.84 million in sales tax revenue for the City of Moreno Valley, which represented 26% of all the sales tax revenue generated for the City. The ownership of the Moreno Valley Mall at TownGate, a 1.25 million square foot regional mall, was recently assumed by CW Capital. City staff is working closely with CW Capital and their development partners (Cushman & Wakefield and Spinoso Real Estate Group) on plans to upgrade, expand and reposition the Mall property, which anchors the TownGate area. Additionally, City staff is working in collaborative partnership with the Fritz Duda Company in pursuing national retailers and restaurants to occupy vacant spaces in TownGate properties. Recent success in attracting Burlington Coat Factory, Buffalo Wild Wings, Five Guys Burgers and Panera Bread have lead to furthering negotiations with several other major retailers and restaurants for TownGate locations. The use of the CDBG Business Incentive program and purchasing operating covenants will be important tools in finalizing these potential users. The relocation of the Robertson's Ready-Mix operation out of TownGate will also present additional development opportunities in TownGate Square.

Centerpointe Business Park

The Centerpointe Business Park area has attracted a number of quality businesses that have produced many employment opportunities in the community. Frazee Paint, Minka Group, ResMed, Serta Mattress, United Natural Foods Inc., and the U.S. Postal Service all have opened major facilities in the Centerpointe Business Park. By this August, Harbor Freight Tools will be fully operational in a new Distribution Center (DC) at the NW corner of Cactus Avenue and Graham Street that will eventually employ up to 400 people. Both Ridge Property Trust and Overton Moore Properties (OMP) are pursuing additional development opportunities in the short term for the Centerpointe Business Park. Recently OMP re-started the plan check process for a new 519,760 S.F. industrial building to be situated at the NW corner of Cactus Avenue and Frederick Street. All of these projects are aimed at attracting new logistic and distribution users that will create new jobs in the community.

South Moreno Valley Industrial Specific Plan Area

During the last development cycle, the South Moreno Valley Industrial Specific Plan Area was a catalyst for producing development opportunities for a number of major employers including Cardinal International Inc., El Dorado Stone Corporation, Harmon Kardon International Industries, iHerb Inc., Lowe's Company Inc., Masonite International Corporation, O'Reilly Automotive Inc., Philips Electronics Corporation, Ross Stores Inc. and Walgreens Company. Recently, a number of leading industrial developers have reinstituted the processing of construction plans for approved and entitled projects in the South Industrial Area. Assisting in the development of new speculative industrial development projects in this area of Moreno Valley will be an important tool for the City in creating new employment opportunities in logistics/distribution. With a vacancy rate of just 3.4% for industrial buildings, Moreno Valley needs developers to initiate new construction projects. Presently five buildings with a total of 3.6 million square feet are in plan check with construction drawings. Four other projects with 3.5 million square feet are approved and entitled, but at this time do not have active development plans being processed. One of these large projects is in escrow to be purchased by a major-national developer who desires to move forward with development of the project. Another two sizeable projects with a total of 3.1 million square feet have Environmental Impact Reviews in progress.

Eastern Moreno Valley-Rancho Belago Area

The eastern area of Moreno Valley, including the Ranch Belago area, has a significant amount of undeveloped property. Much of this area is included in the Moreno Highlands Specific Plan, which is set to expire in 2012. Considering that the Specific Plan will soon expire, the idea of evaluating the highest and best land uses in the eastern area of the community makes great sense. With the opening of the Skechers USA facility coming soon many other potential users have expressed interest in development opportunities in the eastern Moreno Valley-Rancho Belago area. The existing Moreno Highlands Specific Plan actually includes established land uses that could support approximately 8 million square feet of new industrial and business park development—the question is proper location and product type, consistent with the ongoing development marketplace.

With the Moreno Highlands Specific Plan expiring all of this can and should be re-evaluated.

With a goal of producing more jobs in Moreno Valley, the City should consider the appropriate percentage of land area in the community to be zoned for industrial and business park development. Presently, Moreno Valley has a low percentage of land area zoned for industrial and business park uses, as compared to other nearby cities. The following represents a survey of other Inland Region cities and the percentage of property they have zoned for industrial and business park use:

Chino 17.1%
Corona 11.4%
Fontana 17.0%
Ontario 25.3%
Perris 21.7%
Rancho Cucamonga 15.3%
Riverside 15.2%
San Bernardino 18.0%
Moreno Valley 9.0%

The logistics and distribution industry is rapidly evolving to better react to the global marketplace. Large sale projects such as Skechers, are the future of logistics and distribution. The workforce to operate and maintain sophisticated and costly material handling systems demands a better trained and highly skilled worker. With significant undeveloped land holdings and easy access to SR60, the eastern Moreno Valley area is primed for more logistic and distribution development.

City Center

The City Center area is strategically situated at the geographic center of Moreno Valley. The City Center area includes major medical facilities, the community college, the Auto Mall, several shopping centers and a large amount of the newer housing developments in the community.

To improve traffic circulation in the area, and strengthen economic development efforts, City staff is recommending the re-sequencing of several projects from the Capital Improvement Program (CIP), including the following three projects:

- Installation of the new SR60 southerly ramps, along with the extension of Eucalyptus Avenue to connect with Moreno Beach Drive.
- Installation of the ultimate improvements on Cactus Avenue between Lasselle Street and Nason Street.
- Provide for the extension of Nason Street southerly to connect Cactus Avenue with Iris Avenue.

All of these improvements are part of the City's approved Circulation Plan and contained in the City's 2010/11 Capital Improvement Program. However, the projects

are presently either unfunded or only partially funded. The Economic Development Action Plan proposes to re-sequence the order of CIP projects to pursue the funding and construction of these projects in the short-term to assist economic development efforts and better leverage towards future revenue opportunities for the City by strengthening existing shopping centers (Stoneridge Towne Center, Moreno Beach Plaza, and the Auto Mall) and major employers (Riverside County Regional Medical Center, Kaiser's Community Hospital and Moreno Valley College). Additionally, the completion of these three CIP projects will significantly enhance the traffic flow in the central area of the community which will assist both the business community and residents with easier commutes.

Currently, major improvements are underway at SR60 and Nason to significantly improve this freeway interchange. The construction of the new ramps and bridge is targeted for completion by summer 2013. Pursing the installation of the southerly ramps at SR60 and Moreno Beach and the connection of Eucalyptus to Moreno Beach, in conjunction with the Nason interchange project, will significantly enhance the future traffic circulation in this area. Additionally, it will assist with the convenient ingress and egress to Stoneridge Towne Centre, Moreno Beach Plaza and the Moreno Valley Auto Mall.

The other two CIP projects will install the ultimate street improvements to connect Nason Street, from Cactus to Iris and upgrade Cactus Avenue from Lasselle to Nason. These improvement projects will greatly improve access to Moreno Valley College and the two medical centers in the community, along with enhancing the traffic flow in the central area of the community. Traffic modeling by the City's transportation professionals illustrates that undertaking these improvements on Cactus and Nason will greatly reduce traffic loads on Iris, Moreno Beach, Lasselle and Alessandro—thereby better managing traffic flow in this area of the community. Additionally, providing the connection of Nason from Cactus to Iris creates much easier commutes from the residential areas in Moreno Valley Ranch and the southerly section of the community to shop and dine in Stoneridge Towne Centre, Moreno Beach Plaza and the Moreno Valley Auto Mall.

Sales have finally increased at the Moreno Valley Auto Mall. Work is underway for the installation of the new freeway sign, along with other improvements at the Auto Mall. Enhancing access to the Auto Mall with these three CIP projects will be a strategic investment in growing sales tax revenue at the Auto Mall.

Stoneridge Towne Centre and Moreno Beach Plaza are major retail centers. While being attractive and nicely designed retail areas, both of these centers have struggled somewhat since opening because of the economic downturn and the collapse of the new housing development market, along with inefficiencies in traffic flow in getting to and from these shopping centers. Together, both of these shopping centers produced $1,428,000 in sales tax revenue in 2010 for the City of Moreno Valley. However, the sales performance of these two shopping centers was significantly below what they should have produced if one compares them with the California or Riverside County

averages of what these types of retail centers should produce with the tenant mix and user lineups they have assembled. Together the two shopping centers sales production was 17.9% less than the statewide average and 15.9% off the Riverside County average. This represented a $582,000 loss in potential sales tax revenue for Moreno Valley in 2010 if sales performance of these two shopping centers had just achieved the State of California average. This loss in sales revenue is even greater considering that three of the anchor stores in Moreno Beach Plaza—Phase II are vacant after Circuit City went out of business two years ago and Staples and Petsmart chose not to open their new stores.

Clearly, these two shopping centers and their anchor tenants (Walmart, Super Target, Kohl's, Best Buy, and Office Max) are underperforming. Rumors have surfaced from time to time that some of these anchor stores may close because of depressed sales performance. On average, the five operating anchor stores in the two shopping centers range from 16.6% to 48.4% below the average of what these store types should produce in sales performance when compared to the statewide average. Collectively, the five anchor stores produced $43 million in sales in 2010, but this was 29.3% below what the statewide average was for these same stores. This represented a $430,000 loss in potential sales tax revenue for Moreno Valley as compared to the statewide average. Even more troubling would be the devastating effect it would be for one or more of these anchor stores to close and the subsequent negative impact it would have on the shopping centers. An objective of this Action Plan is not only keeping all the anchor stores open, but also move to enhance their sales performance.

Interest has recently materialized for the possible re-occupancy of the three closed anchor spaces in Moreno Beach Plaza II. However, any reuse of these spaces will be contingent on first connecting Eucalyptus to Moreno Beach, along with plans to enhance traffic circulation and expand daytime population—i.e. establish more businesses and create job production in the eastern area of the City.

Moreno Valley College is well underway with four construction projects totaling $88 million that will greatly expand and upgrade the City's community college. Moreno Valley College's student population exceeds 10,000. Furthermore, both Kaiser Permanente's Community Hospital (Kaiser) and Riverside County Regional Medical Center (RCRMC) are working on plans to expand these major medical facilities. In fact, Kaiser Permanente expects to bring the development of a new 75,000 S.F. building before the Planning Commission in June, with a start of construction expected by late summer. Executive management from Moreno Valley College, Kaiser, and RCRMC all fully express support for the idea of pursuing the CIP projects and the goal of improving traffic flow in the City Center area.

In 2007, the City adopted a medical overlay zone that includes area on Iris Avenue—from the Kaiser Community Hospital area and down Nason Street to the RCRMC area. Presently, Highland Fairview is evaluating the possibility of other land uses for part of the Aqua Bella area—including the idea of developing a major health and medical related campus on approximately 200 acres of the undeveloped land on the eastern

side of a newly installed Nason Street. This proposed development concept, which would include a world-class master planned health care campus would provide a link between the existing two hospitals and further advance the City's planning concept of creating a medical corridor in this section of the community. As Americans live longer (it is expected that 20% of Americans will be over the age of 65 by 2050) and the population continues to grow in the Inland Region, the need will escalate for more medical and health related services in this area. The vision of creating a medical and health services corridor in this of the community makes great sense, particularly considering that major institutions such as RCRMC, Kaiser Permanente and Moreno Valley College are already situated in this area of the community.

There is a clear need for education, training and research/development in the health and medical fields. Allied Health is one of the most rapidly growing professions in the U.S. and especially in Southern California. According to the U.S. Bureau of Labor Statistics---17 of the top 30 fastest growing occupations in the U.S. are in the health related professions. The California Wellness Foundation, estimates that by 2030, almost 1 million health care workers will be needed in California. Having Moreno Valley College, with its Allied Health Sciences programs, along with the fact that RCRMC will be the major teaching hospital for the new UC-Riverside medical school, provides even more momentum to consider repositioning part of the undeveloped land at Aqua Bella for health and medical related uses. Constructing the Nason and Cactus improvements would clearly help advance the planning and marketing efforts for an expansion of the medical overlay corridor. Producing more health and medical related facilities will create more jobs and employment opportunities in Moreno Valley, along with helping improve retail and restaurant sales in the shopping centers in the City Center area.

Staff has discussed the idea of advancing the construction of the three CIP projects in the City Center area with many of the stakeholders in this area--including Moreno Valley College, RCRMC, Kaiser Permanente, Highland Fairview, Stoneridge Towne Centre-Weingarten Realty, Moreno Beach Plaza I-Pacific Retail Partners, Moreno Beach Plaza II-Merlone Greier Partners, and the Moreno Valley Auto Mall-Moss Bros. Auto Group. All are fully supportive and enthusiastic about the idea of pursuing these three CIP projects in the short-term. Ten of the Top 20 Sales Tax Producers in the City are contained in this area and 22% of the entire City's sales tax revenue in 2010 was produced in Stoneridge Towne Centre, Moreno Beach Plaza and the Moreno Valley Auto Mall. The City Center area also includes a number of the major employers in the community--including eight of the top 50 major employers in Moreno Valley. Presently these eight major employers provide nearly 5,000 employment opportunities in Moreno Valley. Strengthening all these businesses should be an objective of the City's economic development efforts.

ALTERNATIVES

Staff recommends that the City Council approve the Economic Development Action Plan including the following actions:

1. Adoption of the five initiatives as proposed in the Economic Development Action Plan.
2. Approve the re-sequencing as proposed for Capital Improvement Program projects.

Other alternatives the City Council may consider is rejecting the proposed Economic Development Action Plan and the re-sequencing of CIP projects or provide direction on other economic development efforts to be included in formulating a short-term Action Plan.

FISCAL IMPACT

The funding and construction of the three projects will be accomplished through the Capital Improvement Program.

SR60/Moreno Beach-South Ramps
The cost for this project is estimated at $10.5 million and will be funded though a combination of sources including 1) $2.5 million of proceeds from the 2007 RDA Bond Issuance that was recently shifted to the City, 2) estimated savings in the amount of $7 million from the SR60/Nason ramps and bridge projects, and 3) a proposed Developer contribution of $1 million from the owner of the Moreno Beach Plaza-Phase II, in conjunction with a reimbursement agreement to be tied to future tenants sales tax performance.

Cactus Avenue and Nason Street Improvements
The total cost for these two projects is estimated at $23.3 million. To achieve an 'economies of scale' and reduce overall costs, it is suggested to construct the projects together as one large scale project or through a design build process—with a goal of saving at least 10% in construction costs. An estimated $6 million of the costs for the projects involves installing storm water infrastructure that is part of Riverside County's Master Planned Flood Control System. Moreno Valley through its Redevelopment Agency (RDA) has accumulated $5.42 million in tax increment pass through revenues that in accordance with a Cooperative Agreement (executed in 1988) between Riverside County and Moreno Valley's RDA must be used for County Flood Control master planned projects—such as the construction of Line I and Line J that should be constructed as part of the Cactus and Nason street improvement projects. By FY 2011/12 the amount of tax increment generated for this use is estimated to grow to $5,997,000 and be sufficient to construct these storm water improvements. Another potential funding source for the Cactus Avenue project is a $1 million California SLLP grant. To properly fund the remaining cost of the two projects, it is recommended that the City Council, through the CIP process, consider re-sequencing the timing of the

funding of several other CIP projects, including the delaying and/or borrowing of existing funding from several sources, including borrowing $4 million in DIF Library funds, along with pushing back the timing of several projects—Reche Vista Alignment ($3.1 million), Corporate Yard ($2.5 million), Heacock Channel improvements ($1.3 million), and Kitching Street ($2.5 million). These four projects would remain in the CIP, but would be funded at a future time if the re-sequencing of CIP projects is supported by the City Council.

SUMMARY

Advancing economic development efforts should be a major goal for the City of Moreno Valley. Previously City staff had presented City Council with an Economic Development Plan-Areas of Opportunity. The formulation of an Economic Development Action Plan with five key initiatives is envisioned as a roadmap to guiding the City's short term economic development efforts. Included with the Action Plan is the re-sequencing of Capital Improvement Projects to better assist in economic development efforts. Investing in CIP Projects that enhance economic development through job creation and revenue generation will improve the economic condition of the City, along with enhancing the quality of life in Moreno Valley.

ATTACHMENTS/EXHIBITS

Attachment A—Economic Development Action Plan—Opportunity Areas
Attachment B—PowerPoint – Economic Development Action Plan

Prepared By/Department Head Approval:
Barry Foster
Community & Economic Development Director

Concurred By:
Henry Garcia
City Manager

Concurred By:
Chris Vogt
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Action Plan
Areas of Opportunity

Attachment A

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MV00199102

ECONOMIC DEVELOPMENT ACTION PLAN

April 2011

Recent Economic Development Actions

- Reformation of Economic Development Council Subcommittee
- Housing Element
- Developer's Workshop
- Proposed an Economic Development Plan – Areas of Opportunity
- Working to enhance development services process
- Collaborating with a number of major Developers on advancing projects
- Studying ways to make Moreno Valley a "Best Place to do Business"

Economic Development Plan

Areas of Opportunity

Eastern Moreno Valley-Rancho Belago
City Center
South Moreno Valley Industrial Specific Plan Area
March LifeCare
Centerpointe Business Park
Alessandro Boulevard
Sunnymead Boulevard
Festival-Ironwood
Sunnymead Ranch-Lakeshore Village Marketplace
TownGate Canyon Springs Plaza
Proposed TownGate Highlands
Edgemont Area

Objectives for Economic Development

- Create jobs locally and address City's high unemployment rate
- Address the Community's jobs to housing imbalance
- Strengthen and broaden the local economic foundation by attracting quality businesses
- Enhance City revenue generation from sources such as sales tax, property tax, transient occupancy tax, and utility tax – all aimed at improving quality of life in Moreno Valley

MV00199106

Economic Development Action Plan

Focusing on key initiatives to be provided in 2 years

TownGate

Centerpointe Business Park

South Moreno Valley Industrial Area

Eastern Moreno Valley – Rancho Belago

City Center

Action Plan
Areas of Opportunity

TownGate

- Major retail area that produced $2.84 million in sales tax in 2010 (26.19% of City total)
- New owner of Moreno Valley Mall
- Recent success with Sports Authority, Burlington Coat Factory, Buffalo Wild Wings and two hotels
- Negotiations ongoing with several major retailers and restaurants for TownGate locations

Centerpointe Business Park

- Major Business Park location primed to produce more employment opportunities – already home to six major corporations
- Several approved and entitled projects being considered for starting construction in short-term

South Moreno Valley Industrial Area

- Significant job center in community with 10 major corporations already here.
- Prospects for short-term construction developments is excellent with 3.6 million s.f. in building plan check, 3.5 million s.f. approved/entitled, 3.1 million s.f. ongoing with EIR's

Eastern Moreno Valley – Rancho Belago

- Prime area of Community with large undeveloped areas.
- Skechers USA opening has generated interest by other prospective corporate users.
- Nearly 20-year old Moreno Highlands Specific Plan to expire in 2012
- Highest and Best land uses should be evaluated to address City's jobs to housing imbalance

Survey of Inland Region Industrial/Business Park Zoning

- Ontario 25.3%
- Perris 21.7%
- San Bernardino 18.0%
- Chino 17.1%
- Fontana 17.0%
- Rancho Cucamonga 15.3%
- Riverside 15.2%
- Corona 11.4%
- Moreno Valley 9.0%

Survey of Inland Region Industrial/Business Park Land Use

City	Population	City Size sq. mi.	Workforce	Housing Units	Industrial Zoning Percentage	Industrial Developed
Riverside	297,863	81.5	159,100	99,949	15.2%	39.3 million
Moreno Valley	188,537	60.0	32,411	56,845	9.0%	10.1 million
Fontana	188,498	52.4	61,600	53,725	17.0%	48.3 million
Rancho Cucamonga	178,904	40.2	70,275	56,215	15.3%	36.8 million
Ontario	173,690	50.0	107,069	47,276	25.3%	97.0 million
Chino	84,973	30.9	34,331	20,265	17.1%	40.1 million

MV00199114

City Center

Why City Center?

- Geographic center of Moreno Valley
- Home to Moreno Valley College, Riverside County Regional Medical Center, Kaiser Community Hospital, Stoneridge Towne Center, Moreno Beach Plaza, and Moreno Valley Auto Mall
- Contains large amount of newer housing developments of major developers such as American Richmond Homes, Beazer Homes, DR Horton, Pacific Community and Young Homes

Re-sequence CIP Projects

- Installation of new SR60 southerly ramps at Moreno Beach, including extension of Eucalyptus to connect with Moreno Beach
- Improvements on Cactus Avenue between Lasselle Street to Nason Street
- Extension of Nason Street southerly to connect Cactus Avenue with Iris Avenue

MV00199116

Re-sequencing of CIP Projects
Provides the Following Benefits:

- Builds improvements identified in City's Circulation Plan
- Improves traffic circulation in center of the City
- Enhances Economic Development efforts
- Assists major stakeholders in the community – RCRMC, Kaiser Community Hospital, Moreno Valley College, Stoneridge Towne Centre, Moreno Beach Plaza and the Moreno Valley Auto Mall.

Stoneridge Towne Centre, Moreno Beach Plaza and the Auto Mall

- Major Sales Tax Producers for the City
- Potential for significant increased sales tax revenue
- Closing of any anchor use would be devastating
- Need to stabilize and enhance effectiveness of major anchor uses must be a priority

Moreno Valley College, RCRMC and Kaiser Community Hospital

- Major institutions focused on Health & Medical Field
- Expansion plans in the works for all three institutions
- Allied health industry is one of the rapidly growing professions in the U.S.
- CIP projects greatly enhance the area and fully supported by three institutions

Highland Fairview

- City & Highland Fairview working together on plan to reposition part of Aqua Bella to develop world-class medical and health related campus
- Expand City's established overlay zone for medical office corridor
- Development of more medical and health related uses would compliment two hospitals and Community College's Allied Health Services focus

MV00199120

Fiscal Impact of CIP Re-sequencing

SR/60 Moreno Beach

Estimated cost of $10.5 million funded through:

1. $2.5 million of RDA Bond proceeds
2. Savings of $7 million from SR60/Nason Project
3. Proposed $1 million Developer contribution

Cactus and Nason Improvements

Established cost of $23.3 million funded through:

1. Estimated 10% savings by constructing projects together
2. $6 million funded by RDA pass-through targeted for Flood Control projects
3. $1 million funded from California's SLLP Grant
4. Borrowing funding from five CIP projects to generate $13.4 million

Economic Development Strategy Next Steps

- Approve Economic Development Action Plan
- Re-sequence CIP projects
- Strive to enhance Development Services Process
- Work with major developers on advancing projects
- Make Moreno Valley a “Best Place to do Business”

ECONOMIC DEVELOPMENT ACTION PLAN

GOAL--Two-year action plan to capitalize on short-term opportunities

Objectives

- Create jobs locally to address City's high unemployment rate
- Address Community's jobs to housing imbalance
- Strengthen and broaden City's economic foundation
- Enhance City revenue generation to improve quality of life in Community

Action Plan-Areas of Opportunity

- TownGate
- Centerpointe Business Park
- South Industrial Area
- East Moreno Valley-Rancho Belago
- City Center

TownGate/Centerpointe/South Industrial Area

- Continue ongoing efforts for new major retail/restaurant uses
- Facilitate proposed new industrial building development aimed at producing new jobs (short-term with construction and long-term with new major employers)

Eastern Moreno Valley/Rancho Belago

- Work with Highland Fairview on creating new plan to replace expiring Moreno Highlands Specific Plan
- Evaluate highest/best land uses to address jobs to housing imbalance
- City's percentage of land use area (9%) for Industrial/Business Park zoning is very low

Survey of Industrial/Business Park Zoning

- Ontario 25.3%
- Perris 21.7%
- San Bernardino 18.0%
- Chino 17.1%
- Fontana 17.0%
- Rancho Cucamonga 15.3%
- Riverside 15.2%
- Corona 11.4%
- Moreno Valley 9.0%

City Center-why is area important from Economic Development perspective

- Geographic center of the City of Moreno Valley
- Home to major businesses and institutions—including Moreno Valley College, RCRMC, Kaiser Community Hospital, Stoneridge Towne Centre, Moreno Beach Plaza, and Auto Mall

Re-sequence CIP projects

- $33.8 million in planned CIP projects
- SR 60/Moreno Beach, including connection of Eucalyptus to Moreno Beach
- Cactus Avenue—between Lasselle and Nason
- Extension of Nason Street to connect Cactus to Iris

Why Re-sequence CIP Projects

- Enhances Economic Development efforts
- Builds improvements indentified in City's Circulation Plan
- Assists major stakeholders (shopping center, hospitals and college)

Highland Fairview's Aqua Bella Project

- Idea to reposition 200-acres on east side of new Nason St. extension to develop new world-class medical and health care related campus
- Connection between Kaiser's Community Hospital and RCRMC
- Expands City's overlay zone for creating medical corridor

Benefits by Re-sequencing CIP funding to three City Center Projects

- Maximize Economic Development efforts
- Strengthen important area of the City
- Produce new City revenue to pursue even more CI projects in the future

WRCOG's Energy Efficiency and Water Conservation Program

for Western Riverside County

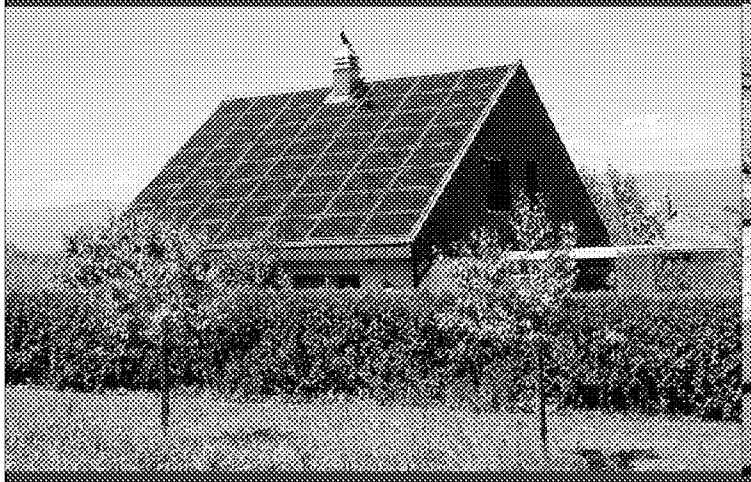

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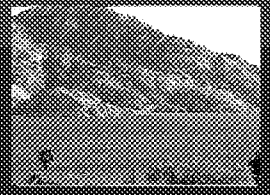

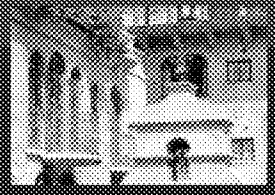

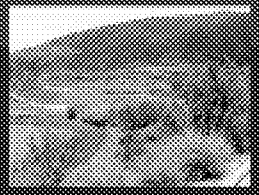

Enabling legislation

- **AB 811** (2008)
  - Authorizes legislative body to enter into contractual assessment with property owners to finance energy efficiency and generation renewable energy sources
  - Assessments are paid back through property tax
- **AB 474** (2010)
  - Authorizes the addition of water conservation/efficiency improvements into the Program

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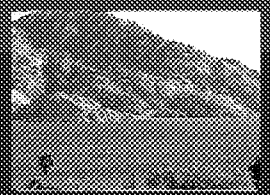

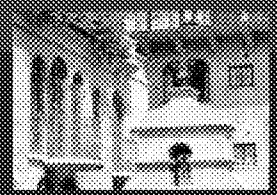

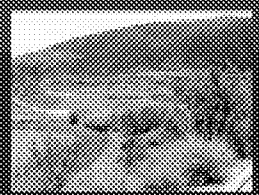

Benefits of subregional approach

- Economies of scale (1 program vs. 18 individual programs)
- Consistent regional messaging and marketing
- Consistent program design and implementation
- Ability to leverage and coordinate funding sources

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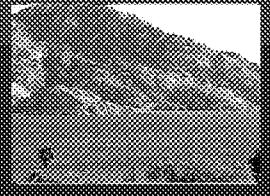

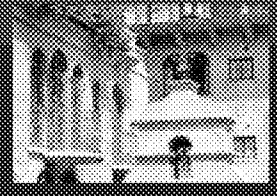

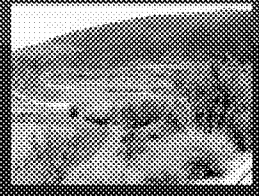

Examples of eligible improvements

- Heating and air conditioning
- Cool roofs
- Natural gas storage water heater
- Tankless water heater
- Windows and glass doors
- Outside irrigation
- Insulation
- Window filming
- Home sealing
- Lighting control systems
- Solar thermal systems (hot water)
- Solar thermal systems for pool heating
- Photovoltaic systems
- Low flush toilets

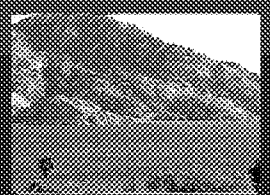

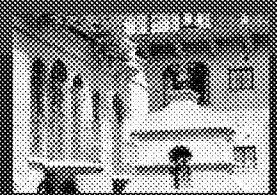

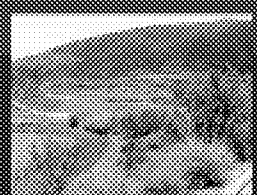

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Program benefits

For property owners

- Does not require "up-front" costs to be borne by the property owner(s)
- Provides no-money-down means of financing energy efficiency improvements
- Provides fixed-rate financing and repayment process via property taxes
- Provides access to financing that may not readily be available through traditional means, such as home equity loans
- Investment recaptured through lower utility bills

For Western Riverside County

- Creates and retains an estimated 1,200 jobs
- Reduces/delays the need for costly infrastructure investments related to energy production and transmission
- Provides a mechanism to retrofit thousands of properties and achieve significant energy savings

Financing

Current approaches include:

1. Commercial Solar Program

   $25 Million Available!

2. Home Energy Renovation Opportunity (HERO)

   $100 Million Available!

3. Standard Financing Plan

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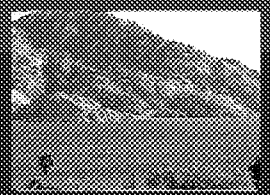

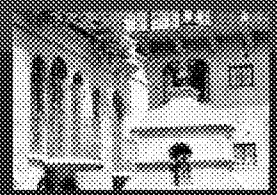

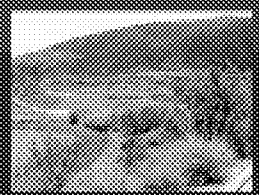

1. Structured Finance Commercial Solar Program

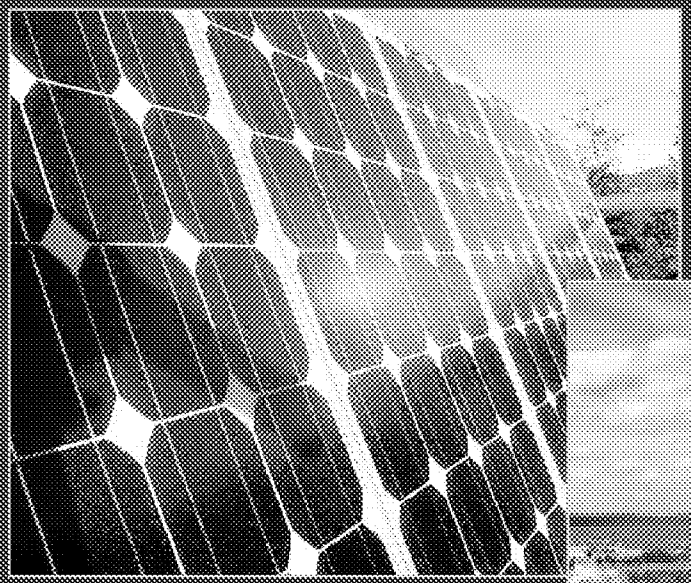

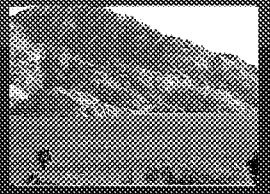

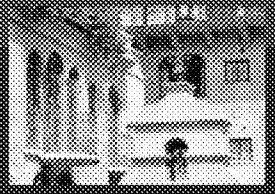

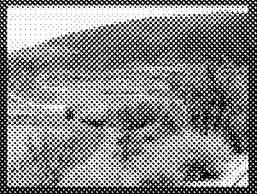

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Commercial Solar Program

Structured Finance (investor/issuer) will provide:

- $25 million available for large scale commercial solar projects (>1MW)
  - Smaller projects to be included at a later date

Cost structure:

- Approximately 4.25% cost of issuance
- Estimated 6.5%-7% interest rates to the consumer
- $4-5 million average cost of improvements for a property
- 20-year financing
- Tax benefits accrue to property owner

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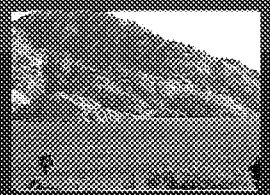

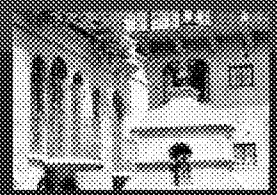

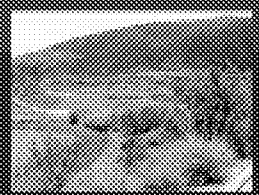

Program requirements for Structured Finance

Commercial (Smaller projects to be added in the future)

- Must be the property owner of record
- Received lender consent
- Must be current on property debt or property taxes
- No bankruptcy
- A debt service coverage ratio of 1.05 or higher

2. Home Energy Renovation Opportunities (HERO) Program

(Residential Program)

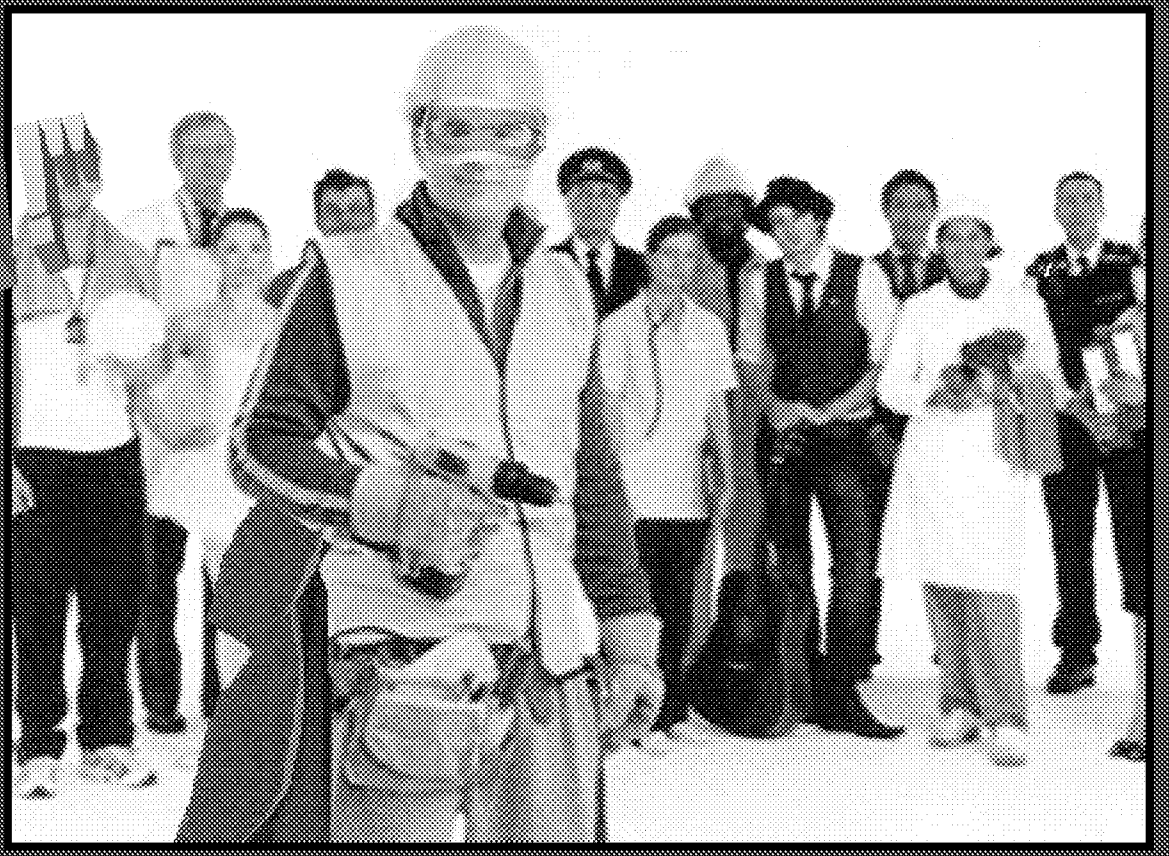

WRCOG
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

City of Moreno Valley

City Council Meeting

April 26, 2011

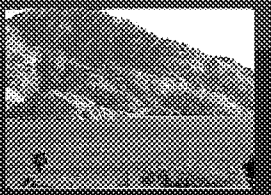

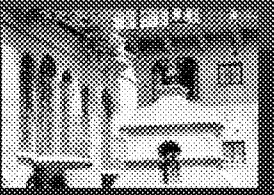

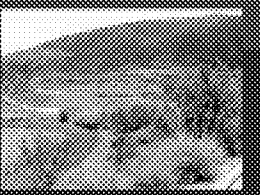

HERO (Residential) Program

Renovate America (consultant/investor/issuer) will provide:

- $100 million revolving credit facility for residential properties; could later be expanded to include small commercial

Cost structure:

- 6.95% (Lowest PACE interest rate available today)
- Approximately 4.5% cost of issuance
- Assessments that involve mortgages funded through Fannie Mae and Freddie Mac would need to be paid off if refinancing or sale of property.
- Pre-payment option at any time

HERO financing vs. other financing options

Financing Option	Monthly Payment[2]	Interest Rate	Max Term	Due On Sale	Equity in Home
HERO	$150	6.95%	20 years	Yes [5]	Yes
Second Mortgage	$186	8.40%	15 years	Yes	Yes
Lease	$325	11.00%	7 years	Yes	No
Credit Card	$206[3]	12.99%[3]	-	No	No
Cash	$176 [4]	-	-	--	--

(1) Property assessed clean energy legislation has passed in 22 states
(2) Assumes $19,000 in energy renovations.
(3) Interest only payment
(4) The average homeowner lives in their property for 9 years. The $176 represents the amortization of $19,000 over 9 years
(5) Due on sale if using a conforming loan (FNMA or Freddie Mac). If buyer does not utilize a conforming loan, than payments transfer to new owner.

Program Requirements for HERO

Residential:

- Must be the property owner of record
- Must be current on property debt or property taxes
- No bankruptcy
- More than 20% equity

Commercial (*may be added in the future*):

- Must be the property owner of record
- Must have lender consent
- Must be current on property debt or property taxes
- No bankruptcy
- A debt service coverage ratio of 140% or higher

3. Standard Financing Program

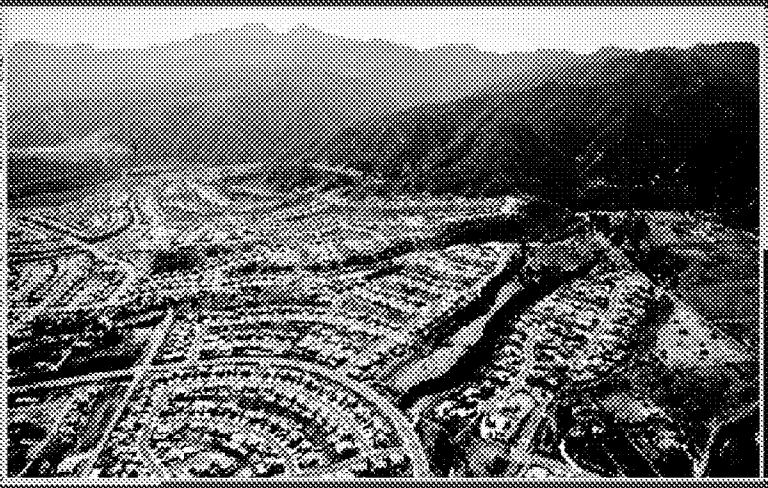

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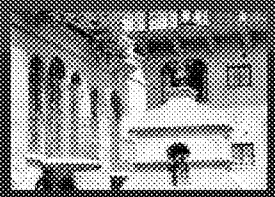

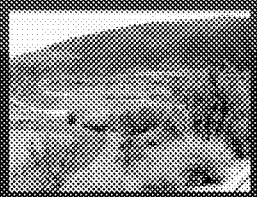

Standard Financing Program

- Original financing strategy endorsed by Executive Committee in June 2010
- WRCOG to issue municipal bonds
  - Residential Program: Future option (Needs federal legislation)
  - Non Residential Program: Able to proceed
    - Starting to gather interested properties

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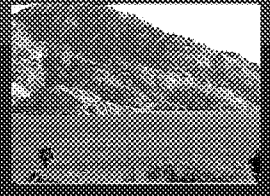

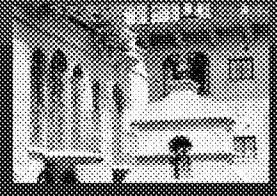

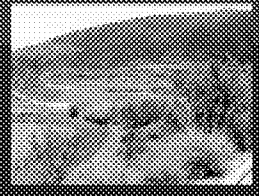

Program Requirements for Standard Financing

Residential (needs federal legislation):

- Must be the property owner of record
- Must be current on their property debt or property taxes
- No bankruptcy
- No "underwater" homes

Commercial (currently gathering interest lists):

- Must be the property owner of record
- Lenders have given consent to Program financing
- Must be current on property debt or property taxes
- No bankruptcy
- A debt service coverage ratio of 140% or higher

Judicial validation

Due to concerns over the lack of judicial precedent reviewing and upholding contractual assessment programs and potential conflicts between AB 811 and Proposition 218 and Proposition 26, staff will seek judicial validation that will answer, among other questions, the following:

- Are AB 811 contractual assessments subject to Proposition 218 and Proposition 26? If so, may the property owner waive such owner's rights under Proposition 218 and 26 when entering into a voluntary contractual assessment?
- Are AB 811 contractual assessments a priority lien on assessed property?
- Has WRCOG complied with all applicable requirements of Chapter 29 and the Improvement Bond Act of 1915 for the issuance of limited obligation improvement bonds pursuant to the Master Indenture and the Supplemental Indenture?

Timeline

April / May 2011: Begin marketing program

- Dedicated/interactive website
- Conduct contractor workshops
- Conduct property owner workshops

May / June 2011: Begin accepting applications

Jurisdictional Responsibilities

Process permits for homeowners / businesses as required by jurisdiction.

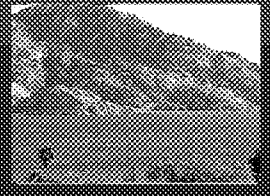

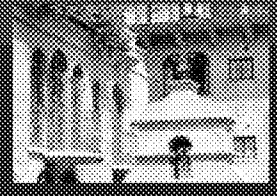

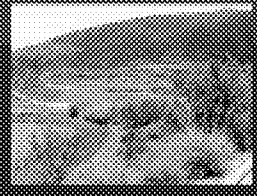

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QUESTIONS?

Contact Information:

Western Riverside Council of Governments
4080 Lemon Street, 3rd Floor
Riverside, CA 92501

Rick Bishop, Executive Director
(951) 955-8303 or e-mail bishop@wrcog.cog.ca.us

Barbara Spoonhour, Program Manager
(951) 955-8313 or e-mail spoonhour@wrcog.cog.ca.us

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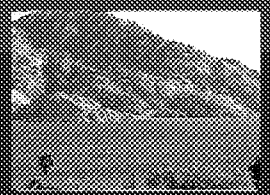

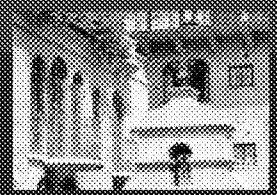

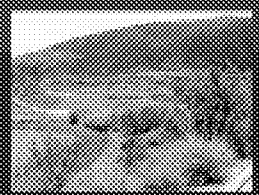

MORENO VALLEY

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in their capacity as President and Board of Directors of the Moreno Valley Community Services District

FROM: Michael J. McCarty, Director of Parks and Community Services

AGENDA DATE: April 26, 2011

TITLE: Enter Into a Contract with THINK Together, Inc., to Operate Day-to-Day Activities and Functions Involving the Proposition 49 ASES Grant After School Program

RECOMMENDED ACTION

Staff recommends that the City Council, acting in their capacity as President and Board of Directors of the Moreno Valley Community Services District authorize the City Manager to enter into a contract with THINK Together Inc., to operate day-to-day activities and functions of the City's Proposition 49 state-funded ASES after school grant program, as outlined within this document.

BACKGROUND

The After School Learning and Safe Neighborhoods Partnership Program began in 1998. Proposition 49 was passed by California voters in 2002, changing the name to After School Education and Safety (ASES), which staff refers to as the STARS (Students, Teachers, Achieving, Real, Success) program, and effective July 1, 2006 increasing annual funding from $121 million up to $550 million. Applicants awarded an ASES grant receive a three-year renewable direct grant awarded in one-year increments.

As a result of staff's efforts to provide an increased level of service for Moreno Valley youth through diverse funding, staff submitted competitive grant applications in partnership with Moreno Valley Unified School District (MVUSD) and Val Verde Unified School District (VVUSD) to the After School Partnerships Office of the California Department of Education (CDE). The City of Moreno Valley is the fiscal agent for the grant. The City of Moreno Valley Parks and Community Services Department received

a three-year direct grant that was awarded in three one-year increments of $4,950,000 from the State Department of Education. Grant funding has been reduced since 2006 directly relating to participation numbers and as a result the current funding level is $4,296,909. The program is currently funded through June 2013.

DISCUSSION

The focus of the STARS grant submitted by the City, in partnership with MVUSD and VVUSD, is to provide literacy, academic enrichment, and safe, constructive alternatives for students kindergarten through grade nine at no cost to the participants. The school sites receiving grant funding were chosen based, in part, on the percentage of students eligible for free and reduced lunches. The program requirements are to operate after school a minimum of 15 hours per week and at least until 6:00 p.m., beginning immediately upon the conclusion of the regular school day; operate every regular school day during the school year; and offer a daily nutritious snack that meets the requirements of the U.S. Department of Agriculture (USDA) National School Lunch Program for meal supplements funded through the Child and Adult Care Food Program.

The intent of the ASES grant is to fund 100% of all fees associated with the program. However, with the State allowing just 15% of grant funds for administration and/or indirect costs, the financial impact to Zone A and the City has been increasing annually. Last year Parks and Community Services Department (Zone A) paid the City General Fund $234,604 for overhead and ISF charges over and above the allowable 15%. Due to the rising cost of liability for 4,200+ students, employee workers compensation, payroll and human resources costs for 400+ employees, unemployment charges, attorney fees, and purchasing department support, the grant is being charged an additional $400,000 by the General Fund to recover these costs. Since the grant cannot pay any additional administrative costs over the 15% cap, Zone A funds this bringing the annual funding contribution to $634,604.

At the August, 2010 Council Study Session, information was presented by staff to the Council regarding the City's costs to operate the STARS program. An option to try to recoup some of the costs not covered by the grant by charging a voluntary fee for participation in the program was discussed. At that time there was no support from the Council for a fee associated with the after school program.

Staff researched creative and innovative ways to reduce costs to City funds while still offering an effective program that meets the requirements of the grant. Staff contacted the non-profit organization THINK Together, Inc., (THINK). They are one of the largest providers of extended learning time programs in California and currently operate more than 250 sites serving 75,000 at-risk and low-income students. Staff has thoroughly researched the high quality of this program (attachment A), individually met with all City Council Members, spoke with both Moreno Valley and Val Verde Unified School Districts' administrators, with positive feedback (attachment B), and met with all City involved employee associations receiving letters of support in return (attachment C).

City staff has met with THINK Together staff on numerous occasions to not only negotiate a potential contract but to reach an agreement on maintaining current staff at a similar pay rate (attachment D). All benefitted employees have been guaranteed a position with THINK (stipulated within the contract) and, depending on staffing ratios, the majority if not all approximately 400 STARS temporary employees will be hired by THINK. THINK would also be filling approximately 35 additional full time positions, and employees have the potential for numerous opportunities to grow within the company. Career employees who transfer to THINK employment will be able to be rehired by the City if the program were to return to the City for total administration. These employees will also be eligible for rehire consideration to other similar City jobs as they become available in the same status as laid off employees.

Staff believes there are three options concerning the future of the STARS Program:

Option 1: Contract with THINK.
Option 2: Keep the program with the City maintaining total day-to-day operation by imposing a fee for participants and implementing fundraising activities.
Option 3: Keep the program as is, appropriating the additional funds necessary to administer STARS Program from Zone A.

Staff has explained the details of each option below:

<u>OPTION 1: Contract with THINK</u>

The after school program will remain under City control as we will be the grantee of the program. This program will continue to be free to all participants as Prop 49 is intended to be. THINK will be responsible for all liability, workers compensation, unemployment, hiring staff cost, etc. Zone A will retain $100,000 annually from the grant award to manage this contract. Zone A will remain fully intact by not having to pay out $634,604 to the City as well as retaining the aforementioned $100,000, for a total Zone A budget turn around of $734,604 annually. THINK partners with a number of philanthropic and other non-profit foundations to cover these administrative and overhead costs, in addition to providing funds to augment the after school programs. All part time career and full time career STARS employees will be employed by THINK at a quite competitive rate. THINK will create up to 35 new full-time positions which will enable them to place a full time employee at each school site. This will provide a better working relationship with the school staff and enhance the after school programs' understanding of each site's daily student curriculum. Furthermore, THINK will be making Moreno Valley a HUB office which involves renting a facility and hiring additional full time staff. By selecting this option, the Parks and Community Services Department will "free up" enough Zone A funds to welcome the Library into the department. If City Council chooses this option, the Library Computer Lab will remain open to the residents, and the City will be able to combine the two departments.

<u>OPTION #2: Keep Program with City Maintaining Total Day-to-Day Operation, While Imposing a Fee to Participants and Implementing Fundraising Activities</u>

The City would charge a nominal fee to residents in the amount of $100 per year. The biggest issue with this approach is the fact that Prop 49 clearly states an agency cannot require any participant to pay for the program. In other words, the City can request a fee but cannot refuse any student from participation due to monetary reasons. This means staff might be able to collect the necessary funds to cover some of their administrative costs, thereby reducing the amount Zone A will have to contribute; however, there is no guarantee. Staff met with City Council at a study session in August of 2010, and at that time, staff was directed to not charge the participants. In this option staff would also be implementing fundraising activities to help generate revenues and attempt to reallocate some indirect staff hours into direct costs, which would also help financially. It is unknown how many additional staff hours would be required to collect fees and to do fundraising activities. In this option there is the risk that the necessary funds will not be generated, thus placing the Parks and Community Services Department budget in a precarious position. If staff were able to generate the necessary funds, the program would continue as is; however, the City would still have the unknown risk of general liability, workers compensation, and unemployment costs.

OPTION #3: Keep the Program as is, Appropriating the Additional Funds Necessary to Administer the STARS Program from Zone A

If put in this financial position, the Parks and Community Services Department would be put in the same critical predicament as it currently is with the City's General Fund and would be facing the real possibility of laying off staff in the near future.

ALTERNATIVES

1. Authorize the City Manager to enter into a contract with THINK Together Inc., to operate day-to-day activities and functions of the City's Prop 49 state-funded ASES after school grant program, as outlined within this document.

2. Authorize the STARS Program to charge an annual fee per student.

3. Keep the STARS Program as is and adjust FY 2011-2012 budget to transfer an additional $400,000 from Zone A to the General Fund.

FISCAL IMPACT

Alternative 1: This option will guarantee a savings of approximately $634,604 to Zone A, as well as bring in $100,000 to this fund for operating the contract. This will also save charging each low income participant a fee of $100 annually. THINK will also be researching rental property (approximately 12,000-15,000 square foot building) in Moreno Valley for a HUB office.

Alternative 2: The fiscal impact of this option is mostly unknown as it would be implementing a voluntary fee of $100 per participant, include fundraising ideas from

STARS staff, and necessitate shifting staff hours from indirect charges to direct charges. Staff believes some income would be generated; however, Zone A would still be supplementing this activity.

Alternative 3: By choosing this option, the Parks and Community Services Department's Zone A would be severely hindered and would most likely lead to future layoffs within the department.

SUMMARY

Parks and Community Services Department staff believe that choosing option/alternative 1 is in the best interest of the City, the employees, and the participants of the after school program. This option provides ASES staff with continued employment at competitive rates, allows the City to still control the overall workings of the ASES Program, keeps this activity free to all participants, enhances the educational component of the grant and the relationship with the local school districts, saves the Parks and Community Services Department close to $750,000 and will create a partnership with the Library which will keep an important function (computer lab) available for the residents.

NOTIFICATION

Posting of the Agenda.

ATTACHMENTS/EXHIBITS

Attachment A: References
Attachment B: School District Endorsements
Attachment C: Labor Union Correspondence
Attachment D: Salary Rates
Attachment E: Proposed Agreement as to form

Prepared By:
Michael J. McCarty
Director of Parks and Community Services

Department Head Approval:
Michael McCarty
Director of Parks and Community Services

Concurred By:
Richard Teichert
Financial and Administrative Services Director

Concurred By:
Sonny Morkus
Human Resources Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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Attachment A

Think Together

Colton Unified
Contacted: Celia Gonzales 909.580.5000 ext 6538
Since November 2010
Nine sites
Classrooms for 1 hour of homework time
No complaints; paperwork from think was on time for reporting

Jurupa Unified
Contacted: Heidi Ritchie 951.360.4158
About four years with Think
3 middle schools & 16 Elementary
Multi purpose & Classrooms
Program is aligned with classroom work
Good working relationship with on site school staff
Quality assurance coaches very good at keeping them informed with program activities
Any issues have been addressed quickly by Think

Banning Unified
Contacted: Gordon Fisher 951.922.0200
About two years with Think
In Classrooms
Think handled everything very well; start up was smooth & efficient
Banning didn't have to do anything, met with Think four times per year.
Banning did not renew contract in order to give the local Boys & Girls Club an opportunity.
Gordon felt bad that he had to tell Think they weren't renewing

Temecula Valley Unified
Contacted: Marilyn 951.676.2661
Since November 2010
One site, Temecula Elementary – only site with ASES funding

Lake Elsinore Unified
Contacted: Penelope VeaVea 951.253.7074
3rd year with Think
Ten sites
Some in classrooms some in MPR
Highly recommend Think, had other organizations in the past Think is the best
Aligned with school day
Very responsive, data very good, communication open
Receives weekly reports from each site
Easy transition, Think handled everything

More to follow

Information obtained from the following Think website:
http://www.thinktogether.org/staff.htm

A Glimpse of Some of the Think Together Team

Randy Barth is Chief Executive Officer of THINK Together. Since founding THINK Together in 1997, Barth has become one of the nation's leading social entrepreneurs. A native of Southern California, Barth went to UCLA where he graduated in 1981 with a B.A. in Economics. Barth later did mid-career graduate work at Claremont Graduate University where he studied under Peter Drucker, whom he considers his mentor. He was a successful Investment Advisor for more than 15 years with EF Hutton, Drexel Burnham and Smith Barney. In 1998, Barth became CEO of National Management, a $40 million regional transportation company. In 2003, Barth transitioned from volunteer Board Chair to full-time CEO. Since, then THINK Together has become one of the fastest growing and highest performing non-profits in the U.S. Barth has served on numerous non-profit Boards. A Santa Ana resident, Barth has served as Board Chair for the Santa Ana Chamber of Commerce, which is influential in civic affairs and education reform in addition to business advocacy.

Dr. Sue Cornell serves as Chief Operations Officer. She oversees all day-to-day operations at all of THINK Together's sites. Previously, Sue was General Manager of THINK Together's Foothill Region. She began her work in the education arena in 1987 and her experiences have ranged from classroom teacher to district office administration. Sue worked in the Ontario-Montclair School District for 20 years, most recently serving in the role of Director of Curriculum and Extended Learning. In this capacity, Sue was responsible for all after school programs, community collaborations, categorical programs and curriculum alignment. At the site level, she served as Reading Specialist, Administrative Assistant and Assistant Principal. Sue is a graduate of the National Staff Development Council Academy, and served the district as the Coordinator and later Director of Staff Development. Sue earned her bachelor's degree from California State University, Long Beach, a master's in Educational Administration from Chapman University and a doctorate in Organizational Leadership from the University of La Verne.

Beccie Dawson serves as Chief People Officer. She oversees recruitment/staffing, human resources and volunteers. Beccie has more than 19 years as a Human Resources Executive. Most recently she was the Executive Vice President of human resources for an 1800 person division of Sage Software in Irvine. Prior to that, she spent nearly 10 years with Wonderware where she joined originally as the Manager of Finance and Administration and served the last five years as Human Resources Director. She was part of the team that lead Wonderware through a successful public offering. Beccie has been an active member in the community. She is a member of the Irvine Valley College Foundation Board; a past Chair and board member for the Irvine Chamber of Commerce and has been an active member for two charitable organizations; Working Wardrobes and the Orange County United Way. Beccie earned a bachelor's degree in Business Management from the University of Redlands and a master's degree in Human Resources & Organizational Development from the University of San Francisco.

Mike Frobenius serves as Chief Financial Officer. In this role, he oversees the finance and accounting functions of the organization, information technology, and is responsible for reporting to our school district partners, the California Department of Education and the U.S. Department of Education. In his fifteen-plus year career Mike has held a variety of positions in both the public and private sectors of accounting. For ten years he served [illegible] r of Finance for LA Chemical, a $175 million leading regional distribution

MV00199152

company. Mike has served as a board member for a local credit union and is an active volunteer for a number of local community youth sports programs. Mike holds a bachelor's degree in Accounting from California State University, Fullerton. He is a California Certified Public Accountant (CPA), and a member of the American Institute of Certified Public Accountants.

Dr. CynDee Zandes serves as Chief Program Officer. She oversees the development of the program and curriculum in the Early Childhood Education (0-5 years old) and all K-12 Extended Learning Programs. In addition, she is responsible for training and staff development of more than 1200 program staff. CynDee worked for 39 years in the Greenfield School District in Bakersfield where she served as a teacher, principal and district administrator. As an administrator, CynDee led the efforts to build after-school programs in Greenfield that became a model for the state. Upon retirement from Greenfield, CynDee provided consulting to the Los Angeles Region of the California Department of Education during the implementation of the After-School Education & Safety Programs (ASES) mandated by California's Proposition 49 and has consulted with programs throughout California. CynDee holds both a bachelor's and master's degrees in Education and a doctorate degree in Organizational Leadership all from the University of LaVerne.

Alicia Maciel serves as Director of Strategic Initiatives. She oversees the alignment of various projects and initiatives with the organization's overall strategic plan. She is involved with identifying new business opportunities that align with the organization's major strategic initiatives and supports THINK Together on local and statewide councils and organizations. Prior to joining THINK Together, Alicia worked with nonprofit and for-profit executive and interdepartmental project teams to develop thorough strategic and leadership development plans as principal of On the RISE, Inc. Throughout her career she has contributed to organizations such as Chevron Corporation, The Walt Disney Company, KRAFT Foods and UCI Medical Center. Alicia has taught management courses related to entrepreneurial leadership and new venture launch at California State University, Fullerton. She is a Trustee and Chair of the Board Excellence Committee of the nonprofit, Community SeniorServ. Alicia has an undergraduate degree in business administration from UC Berkeley and an MBA from Harvard Business School.

Adriana Garcia Kingston serves as General Manager of THINK Together's Inland Empire Region serving students and partners across Riverside and San Diego Counties. Adriana joined THINK Together during the enterprise's 2006-07 wide scale expansion and previously served as Assistant General Manager in the Inland Empire Region. Among other responsibilities, Adriana has overseen the rollout of THINK Together's Middle School programs in the San Bernardino City School District. Adriana has experience as a bilingual class-room teacher in the Corona-Norco Unified School District and Val Verde Unified School District; and managed the Family Literacy training program while at the Val Verde District. She was one of Sylvan Learning Center's 1999 Kid's Choice Teachers of the Year. Adriana graduated from the University of California, Riverside with a Bachelor's Degree in Social Relations and received her Teaching Credential from Chapman University.

Dr. Jenel Prenovost serves as Director of Evaluation. She is responsible for developing and implementing an organization-wide evaluation strategy for the organizations extended learning programs touching all sites and using multiple data collection systems to provide both formative and summative feedback to all THINK Together staff, school district partners and private funders. She came to TH

Together after serving five years as the Program Specialist in the Santa Ana Unified School District where she led the grant-writing, program implementation and on-going development of 39 elementary and middle school after school programs. Prior to her service in Santa Ana Unified, Jenel was a mentor and master teacher at both the middle school and high school levels where she taught history for 7 years. Jenel graduated with honors in Political Science from the University of California, Davis, earned her teaching credential and M.Ed. from UCLA in 1993 and earned her Ed.D. from the University of California, Irvine in 2001. Her doctoral dissertation contributed to the first statewide formal evaluation of the then-newly funded afterschool programs in California.

Information obtained from the following Think website:
http://www.thinktogether.org/partners.htm

In collaboration with various local and national organizations that provide caring volunteers as well as financial and in-kind resources, THINK Together is able to offer a safe after school learning environment for over 20,000 students in Southern California.

School District Partners

Please see our locations page for a full list of our school district partners

Academic Partners

California State University, Fullerton
Mater Dei High School
Newport Harbor High School
Orange County Department of Education
Santa Ana Community College
University of California, Irvine
U.S. Department of Education
Vanguard University

Corporate Partners

Accenture
American Financial
AT & T
Automobile Club of Southern California
Allergan Foundation
Bank of America
Bank of the West
Bonterra Consulting, Inc.
Capital One Services, Inc.
Centex Homes
Charles Abbot Associates, Inc.
Conexant
Cook Equipment
Cresa Partners, LLC
Crevier BMW
Croudace & Dietrich, Attorneys at Law
Deloitte & Touche, LLP
Disney Community Service Awards

Community Partners

Assistance League of Newport – Mesa
National Charity League
North Santa Ana Rotary Club
Orange Coast Estate Planning Council
Orange County's United Way
Orange Police Department
Scholar Dollar Community Program
United Way of Los Angeles
Volunteer Center of Orange County
Women of Vision
World Vision
Zonta Club of Newport Harbor

Foundation Partners

Bergman Family Foundation
Cashion Foundation
Change a Life Foundation
Community Foundation of Western Nevada
Donald Bren Foundation
Draper Family Fund - OCCF
Ducks Care
Dwight Stuart Youth Foundation
Eisner Foundation
Fainbarg Family Foundation
Folino Family Foundation
Haye Family Trust
Gateway Foundation
Haynes Memorial Fund
Hope & Norman Hope Foundation
James Irvine Foundation
Kennedy Foundation
Marion Knott Foundation
Linda Irvine Smith Foundation
Livingston Family Foundation

Donor Advertising
Fieldstone Foundation
Fuscoe Engineering
Ganahl Lumber Company
Heritage Mazda
Ingram Micro
Janus Foundation
KPMG
Latham & Watkins
Law & Mediation Office of Troy Roe, Esq.
Los Angeles Times
McDermott & Bull Executive Search
McMaster-Carr Supply Co.
Nossaman, Guthner, Knox & Elliott
Orange Coast Title Company
Orange County Business Journal
Orion Property Partners
McDermott & Bull Executive Search
McMaster-Carr Supply Co.
Nick Haye Racing LLC
Nossaman, Guthner, Knox & Elliot
Pacific Life
Premier Commercial Bank
Ralph's / Food 4 Less
Red Mountain Retail Group
Seal Furniture & Systems
Southern California Edison
St. Joseph's Health Systems
Stantec Consulting
Starpoint Health
State Farm Insurance
Steelcase Foundation
Themis Asset Strategies, LLC
The Irvine Company
The Orange County Register Charities
Union Bank of California
US Technology
Wells Fargo
Western Digital
Western Financial Corporation

Public Partners

California State University, Fullerton
California State Department of Education
Majestic Realty Foundation
Mazda Foundation (USA), Inc.
O.L. Halsell Foundation
Orange County Community Foundation
Steven Perryman Family Trust
Podlich Family Fund - OCCF
SAJE Foundation
Samueli Foundation
Santa Ana Education Foundation
Schoellerman Foundation
Sprint Foundation
STLN White Family Foundation
Tarbell Family Fund - OCCF
Ueberroth Family Foundation
UPS Foundation
Waitt Family Foundation
Weingart Foundation
Don Yoder Foundation
Zephyr Charitable Foundation, Inc.

Faith Community Partners

Calvary Church, Santa Ana
Catholic Campaign for Human Development
Dwight Stuart Foundation
Episcopal Church of the Messiah
Hephatha Lutheran Church
Holy Family Cathedral
Newport Mesa Christian Center
Orange Lutheran Church
Rock Harbor Church
Roman Catholic Diocese of Orange
Sisters of St. Joseph of Orange
St. Andrew's Presbyterian Church
St. Cecilia Catholic Church
St. James Episcopal Church
St. Joachim Catholic Church
St. John's Lutheran Church
St. Joseph Catholic Church
St. Simon & Jude Catholic Church
Trinity United Presbyterian Church
Women of Vision/World Vision

City of Azusa
City of Orange
City of Santa Ana
City of Santa Fe Springs
County of Orange, First District
Los Nietos School District
Mater Dei High School
Newport Harbor High School
Orange County Department of Education
Santa Ana Community College
University of California, Irvine
University of California, Riverside
U.S. Department of Education
Vanguard University

Santa Ana Unified School District

Jane A. Russo, Superintendent of Schools

April 11, 2011

Moreno Valley City Council
14177 Fredrick Street
P.O. Box 88005
Moreno Valley, CA 92552

Mayor, Richard A. Steward
Mayor ProTem, Jessie L. Molina

Councilmember, Robin N. Hastings
Councilmember, Marcelo Co
Councilmember, William H. Batey II

Dear Mayor Steward, Mayor ProTem Molina and Councilmembers,

In 2008, the Santa Unified School District (SAUSD) created a partnership with THINK Together for the management of our ASES-funded, after-school programs at 44 schools districtwide. Due to the complexity of managing an after-school program, which includes ensuring compliance, staffing consistency and the quality of program services, it became apparent that SAUSD needed a partner with expertise in the arena of after-school, for our programs to meet the demands and needs of our community. Our partnership has not been without challenges, as we worked together with our employee units and community-based service providers. However, the result is that today we have a model program that has been able to expand services for more students, on more days, including non-school days, and the quality and consistency of programs is outstanding. Our partnership with THINK Together has turned out to be a tremendous asset for our district, our students and our community.

THINK Together brings infrastructure and expertise to this work that no other partner in after-school programming was able to provide. SAUSD is the sixth largest school district in California, and yet, we understood that we could not operate our after-school programs without the support that THINK Together has been able to provide due to their scale, their expertise and their focus on this particular niche. In addition to staffing and operating all of the programs, they provide turnkey solutions for data, reporting, evaluation and fund development.

The results have been excellent. With THINK Together, SAUSD has been able to provide a broader, more integrated set of programs that aligns with SAUSD goals and objectives. Student achievement is up substantially and our partnership with THINK Together has been a significant contributing factor.

In addition, they have extended the resources available to our students so that we have been able to expand the number of students served and kinds of services available to our students.

1601 E. Chestnut Avenue, Santa Ana, California 92701 (714) 558-5523

BOARD OF EDUCATION
José Alfredo Hernández, J.D., • President • Rob Richardson, Vice-President
Audrey Yamagata-Noji, Ph.D., Clerk • John Palacio, Member • Roman A. Reyna, Member

These include:

- THINK Together acquired an $8.5 million grant from the Irvine Company to expand and enrich our core after-school program
- THINK Together wrote a grant that enabled the district to acquire a $4.5 million federal grant to serve students that were on our waiting list
- THINK Together wrote a grant that enabled the district to acquire a $12.5 million grant to provide a Summer Learning Program and Saturday programs at all of our K-8 schools
- THINK Together wrote a grant that enabled the district to acquire a $3 million grant to fund programs at two of our comprehensive high schools
- THINK Together and the SAUSD awarded a high stakes national competition to acquire a $1.4 million grant to become a U.S. Department of Education *National Demonstration Site* to build alignment between the regular school day, after-school and Supplemental and Educational Services (SES)-funded tutoring
- THINK Together has acquired more than $2 million in additional funds from the Orange County Children & Families Commission, from the Marion Knott Foundation, from the Peter Ueberroth Family Foundation and many other private sources

This additional funding has enabled the district to increase the number of students served from approximately 6,500 per year to more than 20,000 per year. The types of services have expanded from after-school to Saturday program Summer Learning programs, Early Childhood, High School and Parent programs.

THINK Together has several unique qualities that contribute to their success and which benefit SAUSD's partnership efforts. First of all, THINK Together offers an entrepreneurial leadership program that has helped to develop more resources to operate more programs. Secondly, THINK Together hires key leaders from school districts so that they understand the climate and culture of the school environment. In addition, they have a strong culture that can be best described as "No excuses and results-oriented." It has been interesting to observe THINK Together become stronger as an organization, as the organization has grown.

It is with pleasure that I recommend THINK Together for positive consideration to operate your after-school programs. Please feel free to give me a call if I can answer any further questions, (714) 558-5523.

Sincerely,

Cathie Olsky, Ed.D.
Deputy Superintendent

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MV00199160

From: Mike McCarty
Sent: Monday, March 28, 2011 3:23 PM
To: Adriana Kingston
Subject: FW: Think Together

From: McCormick, Mike [mailto:MMcCormick@valverde.edu]
Sent: Monday, March 28, 2011 2:34 PM
To: Mike McCarty
Subject: Think Together

Hey Mike,

I just wanted to take a moment to share some thoughts on Think Together. When we spoke at "Wake Up" Moreno Valley, you mentioned the possibility of Think Together running the City's After School program. In that conversation, you mentioned that there was a growing concern, and real possibility, that the City may have to charge families for the After School Program in the coming year. As a result, there was an exploration of solutions to avoid the necessity of charging families for this very valuable service.

I shared your concern and reiterated that many families in the Val Verde Unified School District depend on after school care and programming for the children. In fact, many of our own district employees have come to depend on this tremendous program.

With that being said, I have completed some research on Think Together and fully support the idea of Think Together as a solution to growing costs in the City run after school program. Think Together appears to run many very successful after school programs in neighboring cities and school districts. More importantly, a transition to their services may avoid the need to charge families. That would be extremely beneficial!

Please know that the Val Verde Unified School District supports Think Together and a possible transition to their services for our families.

Very Truly Yours,
Michael R. McCormick
Assistant Superintendent
Education Services Division

Support letter from Moreno Valley Unified School District was not available at time of report circulation. Verbal support has been received.

Board of Education
Jesus Holguin
Cleveland Johnson
Mike Ross
Rick Sayre
Tracey B. Vackar

Superintendent of Schools
Judy D. White, Ed.D.

Moreno Valley Unified School District

25634 Alessandro Boulevard
Moreno Valley, California 92553
(951) 571-7500
www.mvusd.net

Our mission is to prepare all students academically and socially to become productive members of society

April 15, 2011

Moreno Valley City Council
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552

Dear Mayor Richard A. Stewart, Mayor Pro Tem Jesse L. Molina and City Council Members:

The Moreno Valley Unified School District is in support of the partnership with THINK Together, as an after-school program for school-aged students. We believe that THINK Together possesses the expertise to bring quality infrastructures and outstanding opportunities to the students of Moreno Valley. The close alignment to the instructional core and continual improvement of program options has resulted in a model program throughout the state.

The THINK Together organization is committed to excellence and works collaboratively with district and school personnel. They understand the importance of effective communication and make adjustments which are in the best interest of students. They have extended multiple resources available to students.

We are aware that THINK Together:

- Acquired an $8.5 million grant from the Irvine Company to expand and enrich various after-school programs
- Wrote a grant that enabled the Santa Ana Unified School District to acquire a $12.5 million dollar grant to provide a Summer Learning Program
- Acquired a grant to provide AmeriCorp Services throughout the Inland Empire

THINK Together staff understands the challenges that families face while working two jobs, commuting out of town and are in need of after-school care. Their program represents a quality hybrid that goes beyond child care to an extended learning time for students. They have positioned themselves to be a part of the solution to academic accountability. The time taken for professional development for staff members and the maintenance of a dedicated site lead has resulted in positive outcomes.

THINK Together is a cutting edge organization that is proactive and seamless. The Moreno Valley Unified School District welcomes the opportunity to work with THINK Together. We are confident that the partnership will lead to greater student achievement and safety.

Sincerely,

Judy D. White

Judy D. White, Ed.D.
Superintendent

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MV00199164

April 11, 2011

Mike McCarty
Director of Parks and Community Services
City of Moreno Valley
14075 Frederick Street
Moreno Valley, CA 92552

RE: STARS Program

Dear Mr. McCarty:

Based on the information provided by management on the proposed transfer of the STARS program to the private contractor "Think Together", MVCEA has no objection to this change. While we do prefer that City services be provided by City employees in this instance the advantages of using the private contractor appear to be in the best overall interest of the impacted employees, the City, and the community.

Thank you for the opportunity to meet and for the information provided on this program.

Best regards,

Tony Macias, MVCEA President

C: Sonny Morkus
MVCEA Board of Directors

Attachment C

April 4, 2011

Sonny Morkus
Human Resources Director
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

Dear Sonny:

This letter is written to advise you that the Moreno Valley Management Association has no formal objection to the proposed transfer of the City's STARS program to THINK Incorporated.

MVMA appreciates the efforts of the Parks and Recreation Director to negotiate a salary and benefit package similar to that provided by the City to the five affected MVMA members.

While the retirement benefits are substantially different, we understand that is a typical difference between public and private non-union employment.

We further understand that while the five affected employees would be transferred and not laid off, they will have recall rights relative to reinstated leave and benefit rates should any compete successfully for future openings with the City.

Thank you for providing complete information on the proposed transfer and answering questions and concerns raised by the MVMA Board.

Sincerely,

John C. Terell
President MVMA

Sonny Morkus

From: Carol Vasquez
Sent: Monday, April 04, 2011 2:53 PM
To: Sonny Morkus
Cc: Bridgette Montgomery
Subject: MVCME Letter Not Objecting to STARS Program Transfer

Good Afternoon Sonny,

Based on the below information, MVCME is not opposed to the transfer of the STARS program to THINK and feels it would be beneficial to everyone involved. It sounds like everyone has worked together to get our STARS employees the best possible pay and benefits, which is very positive. Although it would have been nice to keep all of our current staff employed with the City of Moreno Valley, the transfer is probably best due to the difficult financial times ahead and being able secure the employment of most everyone is fantastic. It is also encouraging that the majority of them will get more hours and have more career growth with THINK. It sounds like a win win situation.

Please let me know if there is anything further you need from MVCME.

Thank You,
Carol Vasquez
MVCME board member

From: Sonny Morkus
Sent: Thursday, March 31, 2011 5:47 PM
To: Carol Vasquez; Bridgette Montgomery
Subject: Request for MVCME Letter Not Objecting to STARS Program Transfer

Hi Carol and Bridgette,

I wish to request a letter from MVCME indicating that we have met and conferred in good faith regarding the impact on the one MVCME employee of the proposed 7-1-11 transfer of the STARS Program and City staff to THINK Together Inc., and that the MVCME does not object to the decision to transfer the program to THINK Together Inc. I know that the affected MVCME employee does not object to the transfer of the program. The other two City bargaining units have agreed to provide me such a letter.

The following are main points about the transfer:

1. No CalPERS retirement benefit with THINK.
2. Social Security retirement benefit and 401(a) deferred compensation with THINK.
3. For most part, medical benefits are less expensive through THINK.
4. Staff will be working 4 more hours per week with THINK.
5. The opportunity to move up within the THINK organization is vastly greater than with the City.
6. Better services, finances and resources to 4500 kids in the program is expected under THINK Together's administration of the program.
7. Program going to THINK will save the City of Moreno Valley between $400,000 and $600,000 per year, and thus, will prevent otherwise planned layoff of employees next year under STARS and other Parks & Com Serv. Department programs. The Transfer will also reduce the workload to internal service departments that will be having reduced staffing and workload absorption issues.
8. Career employees who transfer to THINK employment will be able to be rehired by the City if the program ever is returned to the City for administration. These employees will be eligible for rehire

consideration to other similar City jobs as they become available in the same status as laid off employees.

9. A Staff Report will go to City Council on April 12 or 26, 2011, with a recommendation to transfer the STARS Program to THINK Together Inc. effective July 1, 2011.

Please let me know if you require any additional information.
Best regards,

Sonny

Sonny Morkus
Human Resources Director
City of Moreno Valley
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Office: (951) 413-3043
Cell: (951) 489-9693
FAX: (951) 413-3049
E-mail: sonnym@moval.org

Attachment D

6 FULLY BENEFITTED EMPLOYEES

CITY OF MORENO VALLEY		THINK TOGETHER
SUPERVISOR	Salary = $53,654 Benefit Bank = $15,229 TOTAL= $68,883	Salary = $60,390 Benefit Bank = $15,174 TOTAL = $75,564
1 COORDINATOR	Salary = $46,950 Benefit Bank = $15,229 TOTAL = $62,179	Salary = $52,168 Benefit Bank = $15,174 TOTAL = $67,342
3 COORDINATORS	Salary = $42,586 Benefit Bank = $15,229 TOTAL = $57,815	Salary = $47,000 Benefit Bank = $15,174 TOTAL = $62,174
SENIOR ADMIN ANALYST	Salary = $44,174 Benefit Bank = $15,229 TOTAL = $59,403	Salary = $45,000 Benefit Bank = $15,174 TOTAL = $60,174
***NO PERS		***SOCIAL SECURITY

8 PARTIALLY BENEFITTED EMPLOYEES

The 8 employees in this category have a salary ranging from $13.30-$15.62 per hour working on a part time (approximately 28-30 hours weekly) basis. These employees also receive a benefit bank of $480 per month. THINK Together is offering full time employment ($33,000 annually) with an option to purchase full time benefits while making $16.00 per hour. Although the employees will be losing there benefit bank and PERS allotment THINK is also offering between 6-8 positions where by these employees can earn a level 2 position earning an additional $3,000-$6,000 annually.

*** ALL OF THE ABOVE EMPLOYEES WILL ALSO RECEIVE 4 WEEKS OF SALARY FOR THE MONTH OF JULY FOR SEVERANCE PAY—THEY WILL ALSO BE PAID FOR THIS 4 WEEKS BY THINK TOGETHER.

GRANT PROGRAM SERVICES AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THINK TOGETHER, INC.

This Agreement ("Agreement") is made on _____, 2011 (the "Effective Date"), between the City of Moreno Valley and the Moreno Valley Community Services District (the "City"), and THINK Together, Inc., a California non-profit corporation ("THINK"), for the purpose of providing After School Educational and Safety ("ASES") Grant Program Services in Moreno Valley Unified School District ("MVUSD") and Val Verde Unified School District ("VVUSD").

The parties hereby agree to the following terms:

The City shall act as the lead fiscal and administrative agent with the California Department of Education ("CDE") for operating an ASES program.

The City is contracting with THINK for provision of comprehensive After School Programming serving MVUSD and VVUSD schools, as defined herein, at Armada, Badger Springs, Bear Valley, Box Springs, Butterfield, Chaparral Hills, Cloverdale, Creekside, Edgemont, Hendrick Ranch, Hidden Springs, Honey Hollow, La Jolla, Landmark, Midland, Moreno, Mountain View, Palm, Ramona, Ridge Crest, Seneca, Serrano, Sugar Hill, Sunnymead Elementary, Sunnymead Middle, Sunnymeadows, and TownGate school sites in MVUSD and Avalon, Bethune, Columbia, Lakeside, Lasselle, March, Mead Valley, Rainbow Ridge, Ranch, Real, Rivera, Sierra Vista, Triple Crown, Val Verde, Victoriano, and Vista Verde school sites in VVUSD (collectively, the "School Sites") for the ASES programs. The term of this contract is July 1, 2011 to June 30, 2013 (the "Term"), along with two subsequent automatic 3-year renewals for the next two ASES grant cycles, co-terminus with and all subject to the City's receipt of ASES Grant award, and is subject to all provisions of the primary CDE ASES Grant cited above as well as any subsequent contract modifications or additional requirements by the CDE. If any terms in this Agreement differ from the terms in the primary CDE ASES Grant, then this Agreement governs the understanding between the City and THINK, unless any term(s) violate the conditions of the CDE ASES grant.

Consistent with ASES Grant provisions, the City contracts with THINK and THINK will operate after school programs at the School Sites. THINK will supply the staff, materials, management and supervision, and volunteer recruitment for the School Sites (the "After School Programming"). In addition, THINK will work collaboratively with the City on governance, operational management, and evaluation. THINK agrees to provide a high quality program consistent with the guidelines established by the CDE, the City, and THINK for this grant.

THINK will have the following responsibilities in support of the ASES programs:

a. Coordinate the academic assistance, homework support, and enrichment portions of the ASES program at each of the School Sites.
b. Hire, train, and supervise site staff, including the site coordinators and program leaders.
c. Seek regular input from principals regarding performance evaluations, including recommendations for retaining and terminating a site coordinator and/or other site staff.
d. Provide workers' compensation insurance for THINK employees and agents as required by law.
e. Comply with all federal, state, and local laws and ordinances applicable to the work to be performed by THINK or its employees under this Agreement.
f. Comply with the requirements of California Education Code § 45125.1 with respect to fingerprinting of employees who may have contact with the City's pupils. If at any time during the term of this Agreement THINK is either notified by the U.S. Department of Justice or otherwise becomes aware that any employee of THINK performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in California Penal Code § 667.5(c) or California Penal Code § 1192.7(c), respectively, THINK agrees to immediately notify the City and remove said employee from performing services on this Agreement.
g. Provide all materials, tools, and instrumentalities required to perform the services under this Agreement. Equipment and supplies purchased by THINK with ASES grant funds shall be owned by the City.
h. Participate in all cross training for site coordinators and site staff.
i. Complete site emergency plans and related staff training.
j. Maintain ongoing communication between THINK staff and school staff regarding student needs and progress, including but not limited to attendance at school-day meetings and/or one-on-one meetings with teachers.
k. Coordinate ASES activities with school staff to assure program supports current academic goals of teachers and administrators.
l. Provide academic assistance and other activities specifically supporting (but not duplicating) daytime curriculum and academic goals.
m. Foster communication with and involvement of parents through parent orientations, parent handbook, development and distribution of periodic newsletters, and hosting, at a minimum, one parent night (can be in conjunction with school PTO).
n. Recruit and train volunteers to lower the students/adult ratios in the program.
o. Work with the City to implement a comprehensive annual program evaluation plan. As required, attend and participate in evaluation subcommittee meetings. Evaluation plan shall include but not be limited to attendance tracking, collection of teacher, parent and participant surveys, and data entry of survey results. Evaluation will be completed by THINK in accordance with CDE guidelines and

submitted to the City a minimum of ten (10) calendar days prior to CDE due dates.

p. Regularly attend and participate in regularly scheduled governance and operations meetings.
q. Adhere to proper management and fiscal accountability practices including maintaining proper insurance coverage, compliance with employment laws, and utilization of an accrual method of accounting.
r. Provide documentation and findings of annual independent audits, in accordance with CDE requirements.
s. Comply with all federal statutes relating to nondiscrimination, including (a) Title VI of the Civil Rights Act of 1964 (45 *United States Code* [*USC*] sections 2000d through 2000d-4) prohibiting discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972 (20 *USC* sections 1681-1683) prohibiting discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973 (20 *USC* Section 794) prohibiting discrimination on the basis of handicap; and The Age Discrimination Act (42 *USC* Section 6101, *et seq.*) prohibiting discrimination of the basis of age.

THINK will employ one full-time "After School Program Supervisor," four "Coordinators," one "Senior Administrative Analyst," and eight "After School Specialist" employees who are, or who were previously employed by the city of Moreno Valley S.T.A.R.S. After School Program. These individuals will be hired by THINK, effective 7/1/2011, provided they were current, active employees of the City as of 6/30/2011 and not on any form of leave of absence. These 14 employees will be hired as THINK employees for a minimum of 90 days and their employment will be "at-will." This means that they or THINK may terminate the employment relationship at any time (after 90 days), for any reason or no reason, with or without cause or prior notice.

Compensation, benefits, and job descriptions will be reviewed with each of these individuals with their offer of employment. Compensation and benefits will be comparable to that which they currently receive from the City. Additionally, these individuals will be provided sufficient training in advance of them becoming THINK employees in order to ensure their success in their roles. This training will be provided by THINK employees and at THINK's expense for training materials. THINK will pay a monthly benefit allowance of $1,264.58 to the six (6) employees listed in Schedule B in addition to their base pay. Pay ranges for these six (6) individuals are also listed on Schedule B. The benefit allowance will be paid at $632.29 semi-monthly as a part of their regular pay as long as they are employed by THINK. Upon termination, the remaining benefit allowance will revert back to the City.

Additionally, THINK shall use reasonable best efforts to support financial sustainability through:

a. Seeking and utilizing agency-awarded funds from public and private fundraising to support the program.

b. Working collaboratively with the City to seek and secure additional funding from area businesses, service organizations, churches, foundations, and other relevant sources to enhance programming and develop long-term sustainability of the program.
c. Increasing community visibility of the project by working with local press, business groups and coordinating and/or assisting with community-based fundraising events.
d. Seeking to utilize earned income from any separate fee-based programs as a source of matching funds.

The City will compensate THINK according to the following:

- THINK will be paid 100% of the grant award from CDE, less $100,000 for administrative costs ("THINK's Fee"), according to Schedule A, attached hereto.
- Timing and amounts of payments will be made according to Schedule A, attached hereto. If the funds received from the CDE change, a pro rata adjustment to the maximum amount available for payment to THINK will be made.
- THINK's Fee will only be paid out of funds received by the City from the State and only up to the limits of this agreement.
- Notwithstanding the provisions above, any amount not timely paid by the City and not disputed in good faith shall accrue simple interest at a rate of 1% per month for any amount actually owing to THINK.

The City agrees to submit all reports required by the CDE or U.S. Department of Education in a timely manner and in advance of deadlines. THINK agrees to supply the City with any and all reporting information explicitly required via written notification to the City by the CDE or U.S. Department of Education in a timely manner and in advance of any deadlines.

- The City will provide THINK with complete copies of all attendance, expenditure, and evaluation reports and pertinent grant-related communication within five working days of submission to CDE.
- THINK will:
  - Provide monthly attendance and snack reports to the City by the 20th of the month for the previous month of program.
  - Provide quarterly reports on operations to the City by October 20, 2011; January 20, 2012; April 20, 2012; and July 20, 2012. In subsequent years, THINK will continue to provide reports on operations by October 20, January 20, April 20, and July 20.
  - Provide an annual report on operations to the City for July 1, 2011 – June 30, 2012 by July 20, 2012. In subsequent years, THINK will continue to provide an annual operations report by July 20.
  - Maintain and provide access to all records used in the preparation of above reports for a period of five years. Such records shall include, but not be limited to, records which fully disclose the amount and disposition

of funds, the total cost of the activity for which the funds are used, the share of the cost provided from other sources, and such other records as will facilitate an effective audit. THINK shall maintain such records for five years after the completion of the activities for which the funds are used.

The City will assist in providing THINK with access to and use of the MVUSD and VVUSD facilities as necessary to meet the terms of this Agreement. Additionally, the City will monitor and distribute separate existing grant funds to provide the required daily snack as required under the ASES grant for the first year under this Agreement. Accommodations for the required daily snack in subsequent years will be determined at a later date and the details will be added as an amendment to this Agreement. The provided facilities and supplied snacks shall be considered part of meeting the ASES-required support costs.

THINK is, and shall at all times be deemed to be an independent contractor, and shall be responsible for determining the sequence, method, details and manner in which it performs those services required under the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between the City and THINK or any of THINK's agents or employees. THINK assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. THINK, its agents and employees, shall not be entitled to any rights and/or privileges of the City's employees and shall not be considered in any manner to be the City's employees.

THINK shall indemnify, pay for the defense of, and hold harmless the City and its officers, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of THINK's operation of City-owned equipment, negligent or willful acts, and/or omissions in rendering any services hereunder. THINK shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning THINK or any employee of THINK and shall further indemnify, pay for the defense of, and hold harmless the City of and from any such payment or liability arising out of or in any manner connected with THINK's performance under this Agreement.

The City shall indemnify, pay for the defense of, and hold harmless THINK and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of the City's negligent or willful acts and/or omissions in relation to this Agreement.

During the entire term of this Agreement, THINK shall procure, pay for and keep in full force and effect the following types of insurance:

1. Comprehensive general liability insurance, including owned and non-owned automobile (vehicle) liability insurance with respect to the services provided by, or on behalf of, THINK under this Agreement. All insurance policies shall state the name of the insurance carrier and name the City as an additional insured. Liability insurance for death, bodily injury and property damage shall be for no less than One Million dollars ($1,000,000) per occurrence. THINK will provide to the City a Certificate of Insurance and appropriate additional insured endorsement evidencing the proof of General Liability and Workers Compensation Insurance.

2. The policies of insurance described in Paragraph 1 above shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. True and correct copies of all certificates of insurance reflecting the coverage required in Paragraph 1 shall be provided to the City prior to the commencement of services under this agreement. THINK agrees that it shall not cancel or change the coverage provided by the policies of insurance described in Paragraph 1 above without first giving the City thirty (30) days prior written notice. Should any such policy of insurance be canceled or changed, THINK agrees to immediately provide the City true and correct copies of all new or revised certificates of insurance.

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by THINK without the prior written consent of the City.

The City agrees to comply with all reasonable requests by THINK and to provide access to all documents and electronic student data reasonably necessary for the performance of THINK's duties under this Agreement.

Unless otherwise terminated as provided below, this Agreement shall continue in force during the Term, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.

If the City makes a good faith, reasonable determination that THINK is in default of its obligations under this Agreement, the City must provide THINK with a written request to cure the default. If the City reasonably believes that the default has not been cured within thirty (30) days of such written request to cure, then the City shall have the right to immediately terminate this Agreement upon written notification to THINK.

At any time during the performance of this Agreement, either the City or THINK, at its sole discretion, shall have the right to terminate this Agreement by giving sixty (60) days written notification of its intention to terminate.

In the event that this Agreement is terminated as provided above, THINK shall be paid its fees earned in accordance with Schedule A through the date of termination, including a pro rata amount of the next payment that would have been made pursuant to Schedule A, based on the days in that payment period that occurred prior to termination. All cash deposits made by the City to THINK, if any, shall be refundable to the City in full upon termination of this Agreement unless specified to the contrary.
This Agreement supersedes any and all agreements either oral or written, between the parties hereto with respect to the rendering of services by THINK and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by both parties, except the City may unilaterally amend the Agreement to accomplish the changes listed below:

1. Changes as required by law; and
2. Changes required by CDE ASES grant provisions.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal proceeding arising from this Agreement shall be brought in Riverside County, California.

Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date.

City of Moreno Valley (the "City")	**THINK TOGETHER, INC. ("THINK")**
By: _____	By: _____
Signature	Signature
_____	Randy Barth
Printed Name	Printed Name
_____	Founder & CEO
Title	Title
_____	2100 E. 4th St. #200
Address	Address
_____	Santa Ana, CA 92705
City State Zip	City State Zip
_____	714-543-3807
Telephone Number	Telephone Number
_____	_____
Date	Date

Schedule A
Payment Schedule

Ten monthly payments, due on the 1st of each month from September 1 through June 1, according to the following:

School Name	Components	Amount Awarded	Total Payment to THINK Together (after $100k carve-out)	Monthly Payment Amount (x10) 10%
Armada Elementary	ASES After School Base	$ 112,500.00	$ 109,901.52	$ 10,687.50
Badger Springs Middle	ASES After School Base	66,150.00	64,622.09	6,284.25
Bear Valley Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Box Springs Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Butterfield Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Chaparral Hills Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Cloverdale Elementary	ASES After School Base	99,900.00	97,592.55	9,490.50
Creekside Elementary	ASES After School Base	82,350.00	80,447.91	7,823.25
Edgemont Elementary	ASES After School Base	103,950.00	101,549.00	9,875.25
Hendrick Ranch Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Hidden Springs Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Honey Hollow Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
La Jolla Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Landmark Middle	ASES After School Base	87,750.00	85,723.18	8,336.25
Midland Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Moreno Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Mountain View Middle	ASES After School Base	67,500.00	65,940.91	6,412.50
Palm Middle	ASES After School Base	58,050.00	56,709.18	5,514.75
Ramona Elementary	ASES After School Base	102,600.00	100,230.18	9,747.00
Ridge Crest Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Seneca Elementary	ASES After School Base	98,550.00	96,273.73	9,362.25
Serrano Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Sugar Hill Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Sunnymead Elementary	ASES After School Base	98,550.00	96,273.73	9,362.25
Sunnymead Middle	ASES After School Base	52,650.00	51,433.85	5,001.75
Sunnymeadows Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
TownGate Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Avalon Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Columbia Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Lakeside Middle	ASES After School Base	68,850.00	67,259.73	6,540.75
Lasselle Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Manuel L. Real Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
March Middle	ASES After School Base	70,200.00	68,578.55	6,669.00
Mary McLeod Bethune Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
May Ranch Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Mead Valley Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Rainbow Ridge Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Sierra Vista Elementary	ASES After School Base	83,700.00	81,766.73	7,951.50
Tomas Rivera Middle	ASES After School Base	82,350.00	80,447.91	7,823.25
Triple Crown Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Val Verde Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Victoriano Elementary	ASES After School Base	112,500.00	109,901.52	10,687.50
Vista Verde Middle	ASES After School Base	68,850.00	67,259.73	6,540.75
		$4,329,450.00	**$ 4,229,450.00**	**$ 422,945.00**

Item No. G.4

Schedule B
Employee Benefit Allowance

Monthly benefit allowance to be paid semi-monthly as part of employees' regular pay:

Employee	Monthly Allowance
Program Supervisor	$1,264.58
Program Coordinator	$1,264.58
Sr. Admin Analyst	$1,264.58

Annual base pay ranges by position:

Current Title	THINK Title	Base Pay Range
Program Supervisor	Special Programs Supervisor	$60,000
Program Coordinator	Quality Assurance Coach	$45,000-$49,000
Sr. Admin Analyst	Regional Ops Analyst	$33,280-$45,000

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: April 26, 2011

TITLE: COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2010

RECOMMENDED ACTION

The Finance Sub-Committee recommends that the City Council receive and file the Comprehensive Annual Financial Report for the fiscal year that ended June 30, 2010.

BACKGROUND

The Comprehensive Annual Financial Report (CAFR) for Fiscal Year (FY) 2009-10 presents the audited results of the City's operations and financial position as of June 30, 2010. The submittal of the CAFR to the City Council is an established practice that signifies the completion of the City's annual financial audit and the distribution of the published Comprehensive Annual Financial Report. The firm Mayer Hoffman McCann of Irvine, California, conducted the audit. This was their fifth year of performing the City's audit. It is the City's practice to change auditors no less than every five years to ensure independence of the audit function.

The June 30, 2010 CAFR reflects the City's eighth year of implementing the reporting model required by Governmental Accounting Standards Board Statement No. 34, more commonly referred to as "GASB 34". This statement established a new financial reporting model for state and local governments in an attempt to make annual financial reports more comprehensive and easier to understand and use. The requirements include a narrative introductory overview and analysis called "Management's Discussion and Analysis"; government-wide financial statements prepared on the full-accrual basis that are in addition to, not instead of, the traditional fund-based statements; and an expanded budget comparison that includes the adopted budget, final budget, and actual revenues and expenditures.

DISCUSSION

One of the most important items contained in the CAFR is the Independent Auditors' Report on the financial statements, which is also known as the "Opinion Letter". The auditors have provided the City with an "unqualified" audit opinion, which indicates that the City's financial statements fairly present the financial position of the City. Following is the pertinent text from the "Opinion Letter":

> ***"In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Moreno Valley, California, as of June 30, 2010, and the respective changes in financial position and cash flows, where applicable, and the respective budgetary comparison information for the general fund and major special revenue funds of the City of Moreno Valley, California for the year then ended in conformity with accounting principles generally accepted in the United States of America."***

The CAFR includes the financial results for all component units of the City, which include the Community Redevelopment Agency of the City of Moreno Valley and the Moreno Valley Community Services District. Separate sections of the CAFR are designated for the financial statements of these entities. A summary of the City's financial position as of June 30, 2010 is provided in Management's Discussion and Analysis beginning on page 3 of the CAFR.

In recognition of its financial reporting excellence, the Government Finance Officers Association of the United States and Canada (GFOA) has awarded a *Certificate of Achievement for Excellence in Financial Reporting* to the City of Moreno Valley for 12 consecutive years. This recognition represents the highest professional governmental accounting award possible. The *Certificate* is also advantageous to the City's reputation with bond rating agencies and to the financial markets overall. The CAFR for FY 2009-10 has been submitted to the GFOA and staff anticipates receiving the *Certificate* once again.

The Introductory section of the CAFR includes a listing of City Council Members and Executive Officers. This listing reflects the office holders as of June 30, 2010, which is the ending date of operations as reflected in the CAFR.

In prior years, there were differences between the City's budgetary and financial reporting presentations.

- For budgetary purposes, the General Fund, Development Services Fund, and Fire Services Fund were all aggregated as the *General Fund*. However, in prior CAFRs only the General Fund and the Development Services Fund were combined as the *General Fund*;
- The Fire Services Fund was reported as a separate fund. (Police services are included in the General Fund.)

Starting FY 2009-10, the CAFR financial reporting will follow the same format as our budgetary presentations, where the General Fund, Development Services Fund, and Fire Services Fund are all aggregated as the *General Fund*.

The following table presents budget-to-actual information from the CAFR for the General Fund and Fire Services Fund.

The CAFR reports all reserves and designations that comprise the equity of all funds. The City's FY 2009-10 Adopted Budget presents various General Fund reserves and designations with their anticipated beginning balances, activity, and ending balances. The following table compares the entire equity of the General Fund, including the Fire Services Fund, from the CAFR to the schedules found in the FY 2009-10 Adopted Budget book.

Reserve Designations as of June 30, 2010

	Budget	CAFR	
	Projected Balance 6/30/10	Actual Balance 6/30/10	Variances
Fund Balance Designation:			
Encumbrances	$ -	$ 23,256	$ 23,256
Prepaid and Other Assets	-	13,456	13,456
Future Debt Service	1,000,000	1,000,000	-
Advances to Other Funds	28,899,000	28,152,248	(746,752)
Electric Utility Revolving Line of Credit	4,600,000	4,600,000	-
Continuing Appropriations	-	93,810	93,810
Emergency Equipment	184,674	-	(184,674)
Capital Improvements	4,003,693	-	(4,003,693)
Development Services	-	-	-
Net Unrealized Investment Gain	-	712,267	712,267
Unreserved, undesignated	-	16,694,502	16,694,502
Total Reserve Designations	$ 38,687,367	$ 51,289,539	$ 12,602,172

General Fund reserves pledged for the Redevelopment Agency's 2007 Series B, Subordinate Tax Allocation Bonds in the amount of $22,500,000 are incorporated in the Advances to Other Funds category. This reservation of General Fund balance was approved by the City Council in October 2007, pledging the following General Fund reserves for the Redevelopment Bonds until such time as they are sold as public securities:

- General Contingency Reserve: $14,482,720
- Development Services Reserve: $5,300,000
- Capital Expenditures Reserve: $2,717,280

Total $22,500,000

The General Fund reserves pledged for the 2007 Tax Allocation Bonds, as shown above, will be returned to the General Fund as unrestricted funds in the FY 2010-11

fiscal year, and will be reflected appropriately in the FY 2010-11 CAFR. The City Council action in March 2011 to defease the 2007 Tax Allocation Bonds and return the funds to the General Fund is based on the need for these funds to support the Three Year Deficit Elimination Plan, which will be reflected in the two year budget proposed for FY 2011-12 and 2012-13.

The variance in the net Unrealized Investment Gain represents the investments at fair value in the balance sheet at fiscal year-end, as required by Governmental Accounting Standards Board Statement No. 31, "Accounting and Financial Reporting for Certain Investments and for External Investment Pools." This statement establishes fair value standards for investments in: (a) participating interest-earning investment contracts; (b) external investment pools; (c) open-end mutual funds; (d) debt securities; and (e) equity securities, option contracts, stock warrants, and stock rights that have readily determinable fair values. However, since unrealized gains/losses are not available for spending until they are realized, a designation of fund balance is made to indicate that the intent is not to liquidate investments to realize the reported gains/losses in the financial statements.

Past practice has been that any Unreserved/Undesignated Fund Balance in the General Fund was applied to the Designation for Capital Improvements category. This year, in preparation for compliance with Governmental Accounting Standards Board Statement No. 54, more commonly referred to as "GASB 54"; any undesignated fund balance will remain in the Unreserved, undesignated or Unassigned Category. This statement establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. Although the requirements of this statement are effective for financial statements for periods beginning after June 15, 2010, early implementation is encouraged.

ALTERNATIVES

Not applicable

FISCAL IMPACT

None

CITY COUNCIL GOALS

Advocacy. ***Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives, and goals to appropriate external governments, agencies and corporations.***

Like the City's budget, the CAFR contains vital financial information about the financial condition of the City, and is an important communications tool regarding City financial policies and practices. It is used by a multitude of financial institutions to understand the City's current financial position and to meet ongoing disclosure requirements relative to the City's long-term debt.

GFOA is the premier association of public sector finance professionals and is dedicated to providing high-quality support to state and local government finance officials. City staff has sought the prestigious GFOA *Certificate of Achievement for Excellence in Financial Reporting* primarily because it implies that the City adheres to the highest standards of financial disclosure and reporting.

SUMMARY

The Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2009-10 presents the results of the City's operations and financial position as of June 30, 2010, and is hereby submitted for the City Council's information. The CAFR incorporates all component units of the City including the Community Redevelopment Agency of the City of Moreno Valley and the Moreno Valley Community Services District. A summary of the City's financial position as of June 30, 2010 is provided in Management's Discussion and Analysis (MD&A) beginning on page 3 of the CAFR. The City's financial statements have received an "unqualified" opinion from an independent auditor, indicating their accuracy and compliance with all applicable reporting requirements.

NOTIFICATION

Publication of the agenda

ATTACHMENTS/EXHIBITS

Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2010
(Document provided under separate cover.)

Prepared By:
Cynthia A. Fortune
Financial Operations Division Manager

Department Head Approval:
Rick Teichert
Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

MORENO VALLEY
WHERE DREAMS SOAR

CITY OF MORENO VALLEY

COMPREHENSIVE ANNUAL FINANCIAL REPORT

FISCAL YEAR ENDED JUNE 30, 2010

PREPARED BY:

THE FINANCIAL & ADMINISTRATIVE SERVICES DEPARTMENT

Item No. G.5

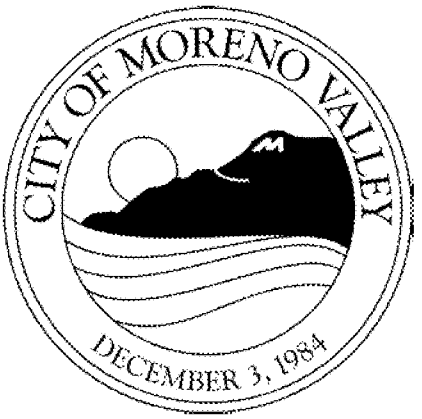
CITY OF MORENO VALLEY
DECEMBER 3, 1984

City of Moreno Valley
Comprehensive Annual Financial Report
Fiscal Year Ended June 30, 2010

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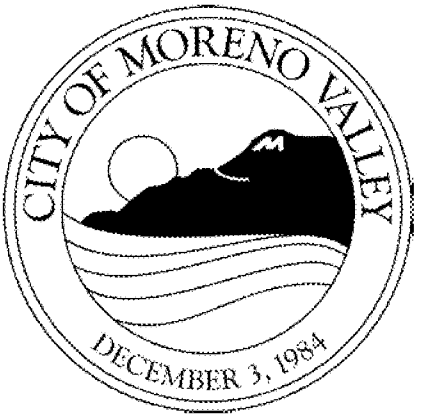
CITY OF MORENO VALLEY
DECEMBER 3, 1984

Introductory Section

MORENO VALLEY
WHERE DREAMS SOAR

Item No. G.5

TEL: 951.413.3021
FAX: 951.413.3096
WWW.MOVALO.RG

MORENO VALLEY
WHERE DREAMS SOAR

14177 FREDERICK STREET
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

March 28, 2011

To the Honorable Mayor, Members of the City Council and Citizens of the City of Moreno Valley:

On behalf of the City Manager, Management Team and City Staff, it is my pleasure to submit the Comprehensive Annual Financial Report (CAFR) of the City of Moreno Valley (the City) for the fiscal year ended June 30, 2010.

This report consists of management's representations concerning the finances of the City. Consequently, management assumes full responsibility for the completeness and reliability of all the information presented in this report. To provide a reasonable basis for making these representations, management has established a comprehensive internal control framework that is designed to both protect the City's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City's financial statements in conformity with generally accepted accounting principles (GAAP). Because the cost of internal controls should not outweigh their benefits, internal controls have been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The City's financial statements have been audited by Mayer Hoffman McCann, P.C., a firm of certified public accountants. The independent auditor concluded, based on the audit, that there was a reasonable basis for rendering an unqualified opinion on the City's financial statements for the fiscal year ended June 30, 2010. The independent auditor's report is presented as the first component of the financial section of this report.

The independent audit of the financial statements of the City was part of a broader, federally mandated "Single Audit" designed to meet the special needs of federal grantor agencies. The standards governing the Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial statements, but also on internal controls and compliance with legal requirements, with emphasis on those involving the administration of federal awards. These reports are available in the City's separately issued Single Audit Report.

Management has provided an overall analysis of the financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the report of the independent auditors.

Profile of the City of Moreno Valley

The City of Moreno Valley was incorporated on December 3, 1984. It is centrally located in Southern California, 66 miles east of Los Angeles and 100 miles north of San Diego. The City encompasses approximately 50 square miles of land area in western Riverside County and with a population estimate of 191,754, continues to be the second largest city in Riverside County. Though it has slowed because of the economy, the City's population continues to grow.

The City operates under the council-manager form of government with a five-member council elected by district for four-year overlapping terms. Each year the council elects the mayor for a one-year term. The City Council is responsible for, among other things, passing ordinances, adopting the budget, appointing committees, and hiring the City Manager, City Attorney and City Clerk. The City Manager is responsible for carrying out the policies and ordinances of the Council, for overseeing the day-to-day operations of the City, and for appointing the heads of the various departments.

The City provides a wide range of services, which include general government, public safety (police, fire, code enforcement, animal control services, disaster preparedness, and school crossing guards), construction and maintenance of highways and streets, economic development, library, an electric utility which primarily serves the newly developed areas of the City, parks, and a wide range of recreation programs. In addition to general City activities, the Council is financially accountable for the Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District, the Moreno Valley Public Financing Authority, and the Moreno Valley Public Facilities Financing Corporation. These entities are included as an integral part of the City's financial statements. Additional information on these legally separate entities can be found in Note 1a of the Notes to Basic Financial Statements.

The annual budget serves as the foundation for the City's financial planning and control. The City Manager presents the proposed budget to the City Council for review in April/May of each year. The Council holds a series of public meetings on the proposed budget, and generally adopts a final budget no later than June 30th. The City's fiscal year is July 1st through June 30th. The appropriated budget is prepared by fund, department and program, and is controlled at the department level. The City Manager can approve transfers between programs, departments or funds, provided that such transfers do not increase the overall budget. Appropriations that increase the budget require City Council approval. Budget-to-actual comparisons are provided in this report for each individual governmental fund for which an appropriated annual budget has been adopted. The budget-to-actual comparisons for the general fund and the major governmental funds can be found in the Basic Financial Statements section of this report. The budget-to-actual comparisons for the non-major governmental funds can be found in the Non-Major governmental funds section of this report.

Factors Affecting Financial Condition

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which the City of Moreno Valley operates.

Local economy. The City of Moreno Valley is located in the Inland Empire, which consists of Riverside and San Bernardino Counties. The Inland Empire had experienced a vibrant economic environment from the mid 90's to mid 2000's, and during this period the City experienced strong residential and commercial growth. With the current economic situation, the growth rate has slowed considerably.

For six years, from 2002 to 2008, the City experienced double-digit growth in many of the key factors that generate revenue for the City. During this six-year period assessed valuations of property increased by 136%. However, during fiscal year 2007-08 the City began to see the developing weakness in the economy that is now evident on a national basis. Assessed valuations of property decreased in Moreno Valley in FY 2009-10 and are expected to continue their decline through fiscal year 2010-11. For FY 2011-12 and the following few years, the regions are expected to see flat to moderate levels of growth in assessed valuations.

Long-term financial planning. Each year as part of the budget process, the City prepares a five-year financial plan for the general fund and updates the five-year capital improvement plan (CIP). The five-year financial plan includes the adopted budget plus four years of projections, which provides Council with the expected results of operations based on their budget policy decisions and assumptions about future revenues and expenditures. The five-year capital improvement plan includes all capital projects and identifies the timing of the project as well as the funding source. The first year of the CIP represents the capital expenditure budget for the City.

Awards and Acknowledgements

The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Moreno Valley for its comprehensive annual financial report (CAFR) for the year ended June 30, 2009. This was the twelfth consecutive year that the City has received this prestigious award. The City received the award for publishing an easily readable and efficiently organized CAFR that satisfied both GAAP and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only. I believe that our CAFR continues to meet the Certificate of Achievement Program's requirements and I am submitting it to the GFOA to determine its eligibility for another certificate.

The preparation of this report would not have been possible without the efficient and dedicated services of the entire staff of the Financial & Administrative Services Department and especially the Financial and Treasury Operations Divisions. I would like to express my appreciation to all members of the divisions who assisted and contributed to its preparation. Credit also must be given to other City departments for their assistance and the City Council for their continuous support for maintaining the highest standards of professionalism in the management of the City of Moreno Valley's finances.

Lastly, I would like to thank the City's independent auditors, Mayer Hoffman McCann, for their assistance in preparing this important financial document.

Respectfully submitted,

Richard Teichert
Financial & Administrative Services Director

CITY OF MORENO VALLEY

MUNICIPAL OFFICIALS
June 30, 2010

CITY COUNCIL

Bonnie Flickinger, Mayor
Robin N. Hastings, Mayor Pro Tem
William H. Batey II, Councilmember
Jesse L. Molina, Councilmember
Richard A. Stewart, Councilmember

EXECUTIVE OFFICERS

William Bopf, Interim City Manager
Michelle Dawson, Acting Assistant City Manager
Robert L. Hansen, City Attorney
Jane Halstead, City Clerk
Kyle Kollar, Interim Community Development Director
Barry Foster, Economic Development Director
Steve Elam, Interim Financial & Administrative Services Director
Steve Curley, Fire Chief
John Ruiz, Interim Human Resources Director
Paula Smus, Acting Library Services Manager
Michael McCarty, Parks & Community Services Director
John Anderson, Police Chief
Chris A. Vogt, Public Works Director/City Engineer

City of Moreno Valley Organization Chart

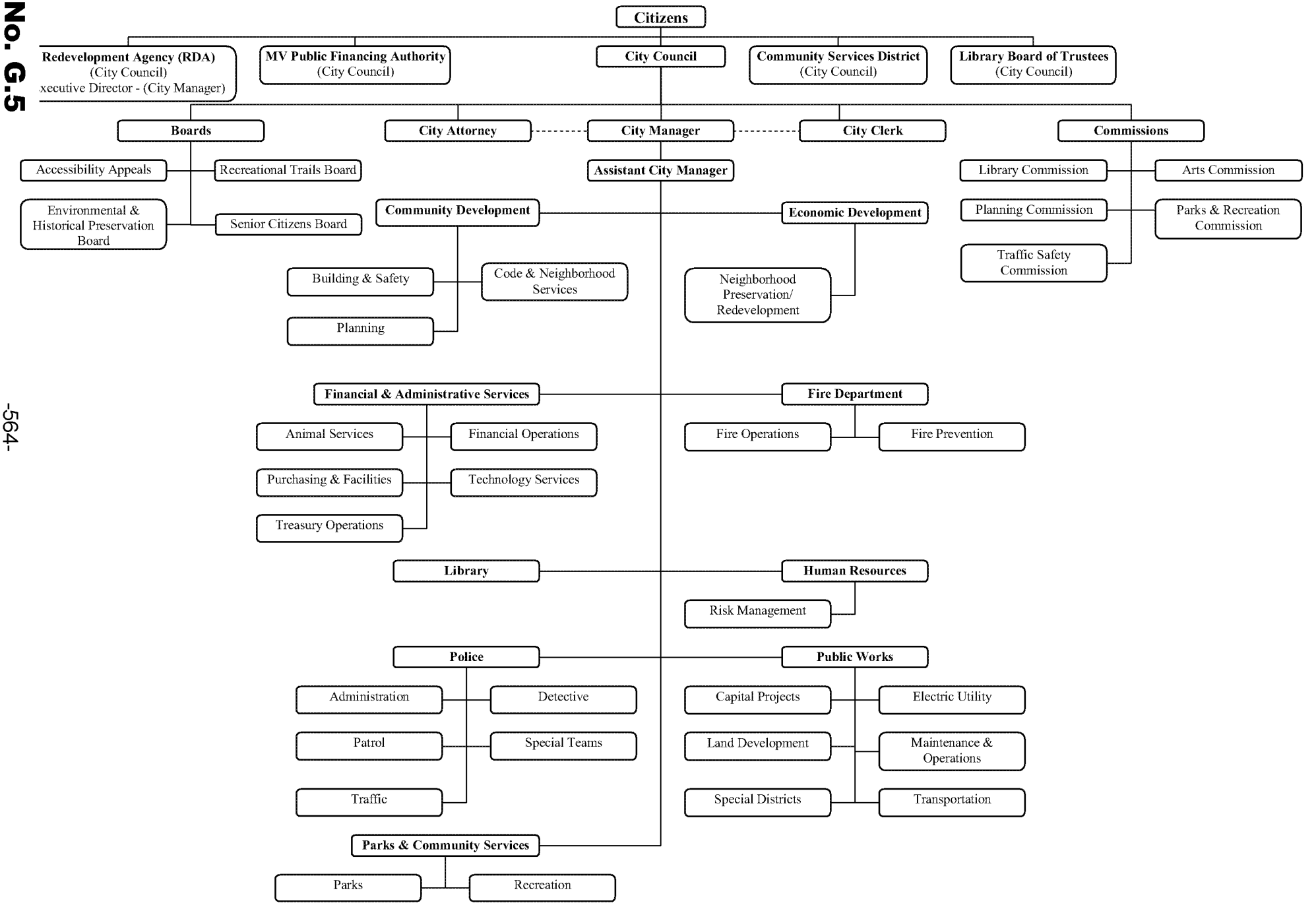

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Moreno Valley California

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended
June 30, 2009

A Certificate of Achievement for Excellence in Financial Reporting is presented by the Government Finance Officers Association of the United States and Canada to government units and public employee retirement systems whose comprehensive annual financial reports (CAFRs) achieve the highest standards in government accounting and financial reporting.

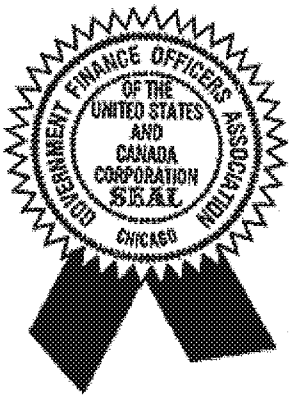

President

Executive Director

Item No. G.5

Financial Section

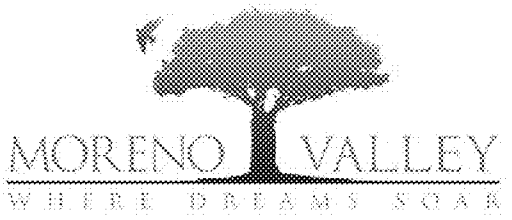

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Honorable Mayor and City Council
City of Moreno Valley
Moreno Valley, California

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Moreno Valley, California, as of and for the year ended June 30, 2010, which collectively comprise the City's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the management of the City of Moreno Valley. Our responsibility is to express opinions on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Moreno Valley, California, as of June 30, 2010, and the respective changes in financial position and cash flows, where applicable, and the respective budgetary comparison information for the general fund and major special revenue funds of the City of Moreno Valley, California for the year then ended in conformity with accounting principles generally accepted in the United States of America.

The information identified in the accompanying table of contents as *management's discussion and analysis* is not a required part of the basic financial statements, but is supplementary information required by accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

Honorable Mayor and City Council
City of Moreno Valley
Moreno Valley, California

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Moreno Valley's basic financial statements. The introductory section, combining and individual nonmajor fund financial statements and schedules and statistical tables are presented for purposes of additional analysis and are not a required part of the basic financial statements. The combining and individual nonmajor fund financial statements and schedules have been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, are fairly stated in all material respects in relation to the basic financial statements taken as a whole. The introductory section and statistical tables have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we express no opinion on them.

In accordance with *Government Auditing Standards*, we have also issued our report dated March 24, 2011 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Vavrinek, Trine, Day & Co., LLP

Irvine, California
March 24, 2011

Management's Discussion and Analysis

As management of the City of Moreno Valley (the City), we offer this narrative overview and analysis of financial activities for the fiscal year ended June 30, 2010. We encourage readers to consider the information presented here in conjunction with additional information furnished in our letter of transmittal, which can be found in the Introductory Section of this Comprehensive Annual Financial Report. All amounts, unless otherwise indicated, are expressed in thousands of dollars.

Financial Highlights

- The assets of the City of Moreno Valley exceeded its liabilities at June 30, 2010 by $950.5 million (*net assets*). Of this amount, $42.1 million (*unrestricted net assets*) may be used to meet the City's ongoing obligations to citizens and creditors.
- The City's governmental activities' net assets increased by $46.3 million, which is largely attributable to an increase in capital assets, in particular infrastructure contributed by developers during the year.
- During the year, the City (which includes the Community Redevelopment Agency of the City of Moreno Valley and the City of Moreno Valley Community Services District) had revenues that were $51.1 million more than the $160.6 million expenses recorded by the City in its governmental and business-type activities.
- The total debt of the City showed a net decrease of $4.2 million (2.8%) during the current fiscal year. The decrease in debt was a result of normal maturity on existing debt.
- The General Fund had an end of year fund balance of $51.3 million. This was a decrease of $0.6 million and a decrease of 1.1% over FY 2008-09.

Overview of Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements, comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains certain supplementary information.

Government-wide financial statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The statement of net assets presents information on all of the City's assets and liabilities, with the difference between the two reported as net assets. Over time, increases or decreases in the net assets may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The statement of activities presents information showing how the City's net assets changed during the most recent fiscal year. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows.* Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

The government-wide financial statements display functions of the City that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City include general government, public safety, community development, community and cultural, public works, and interest on long-term debt. The business-type activities of the City include the Electric Utility.

The government-wide financial statements include the City and its component units. The City's component units are the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Community Services District, Moreno Valley Public Financing Authority, and the Moreno Valley Public Facilities Financing Corporation. Although legally separate, for all practical purposes these entities function as departments of the City and therefore have been blended as part of the primary government.

Fund financial statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental, proprietary and fiduciary.

Governmental funds. *Governmental funds* are used to account for the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, government fund financial statements focus on *near-term inflows and outflows of spendable resources* as well as on balances of spendable resources available at the end of the fiscal year.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

Information regarding governmental funds is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures and changes in fund balances for the General Fund; Community Services District Zones, and Development Impact Fees Special Revenue Funds; the Redevelopment Agency Capital Projects Funds; and the Redevelopment Agency Debt Service Funds. All of these are considered to be major funds. Data from the other governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the supplementary section of the report in the form of *combining statements.*

The City adopts an annual appropriated budget for its general fund. A budgetary comparison statement has been provided to demonstrate compliance with the budget.

Proprietary funds. The City maintains two different types of proprietary funds--enterprise and internal service funds. Enterprise funds are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City uses an enterprise fund to account for its Electric Utility. *Internal service funds* are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for self-insured insurance programs, central services, technology services, facilities maintenance, equipment maintenance, and equipment replacement. Because these services predominantly benefit governmental rather than business-type functions, they have been included within *governmental activities* in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The Electric Utility, the City's only enterprise fund, is included in the Basic Financial Statements. All internal service funds are combined into a single, aggregated presentation in the proprietary funds financial statements. Individual fund data for the internal service funds is provided in the form of *combining statements* in the supplementary section of the report.

Fiduciary funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the City. In these cases, the City has a fiduciary responsibility and is acting as *trustee*. The *Statement of Fiduciary Fund Assets and Liabilities,* included in the Basic Financial Statements, separately reports all of the City's fiduciary activities. Detailed information of the fiduciary funds is in the Agency Funds section. Fiduciary funds are *not* reflected in the government-wide financial statements because the resources of those funds are *not* available to support the City's own programs. However, the City is responsible for ensuring that the assets reported in these funds are used for their intended purposes. The accounting used for fiduciary funds is much like that used for proprietary funds.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Government-wide Financial Analysis

The following table presents a summarization of the City's assets, liabilities and net assets for its governmental and business-type activities as of June 30, 2010.

Table 1
Net Assets
(in $000's)

	Governmental Activities		Business-type Activities		Totals	
	2009	2010	2009	2010	2009	2010
Current and other assets	$ 298,590	$ 275,079	$ 12,156	$ 9,566	$ 310,746	$ 284,645
Capital assets	747,543	806,020	31,745	33,529	779,288	839,549
Total assets	1,046,133	1,081,099	43,901	43,095	1,090,034	1,124,194
Current Liabilities	33,253	25,568	5,455	4,196	38,708	29,764
Long-term liabilities	117,514	113,878	30,618	30,059	148,132	143,937
Total liabilities	150,767	139,446	36,073	34,255	186,840	173,701
Net assets:						
Invested in capital assets, net of related debt	704,988	768,346	9,994	12,202	714,982	780,548
Restricted for						
Community development projects	19,961	36,342	-	-	19,961	36,342
Community & cultural	8,591	8,369	-	-	8,591	8,369
Public safety	280	2,103	-	-	280	2,103
Public works	71,336	61,366	-	-	71,336	61,366
Debt service	17,373	15,818	-	-	17,373	15,818
Other programs	3,141	2,546	-	-	3,141	2,546
Permanent funds - nonexpendable	66	169	-	-	66	169
Regulatory contingencies	-	-	1,767	1,158	1,767	1,158
Unrestricted	69,630	46,594	(3,933)	(4,520)	65,697	42,074
Total net assets	$ 895,366	$ 941,653	$ 7,828	$ 8,840	$ 903,194	$ 950,493

As noted earlier, net assets may serve over time as a useful indicator of a government's financial position. In the case of the City of Moreno Valley, assets exceeded liabilities by $950.5 million at June 30, 2010.

By far the largest portion of the City's net assets (82%) is its investment in capital assets (e.g., land, buildings, machinery, and equipment) net of related debt. The City uses these capital assets to provide services to citizens; consequently, these assets are *not* available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The following table presents a summarization of the changes in net assets of the City's governmental and business-type activities, as of June 30, 2010.

Table 2
Changes in Net Assets
(in $000's)

	Governmental Activities		Business-type Activities		Total	
	2009	2010	2009	2010	2009	2010
Revenues:						
Program Revenues:						
Charges for services	$38,136	$ 25,111	$ 12,431	$ 13,326	$ 50,567	$ 38,437
Operating contributions and grants	12,857	21,512	-	-	12,857	21,512
Capital contributions and grants	31,813	71,923	-	-	31,813	71,923
General Revenues:						
Property tax	28,316	16,837	-	-	28,316	16,837
Property tax in lieu	16,791	13,703	-	-	16,791	13,703
Transient occupancy tax	498	536	-	-	498	536
Sales tax	12,164	10,983	-	-	12,164	10,983
Franchise tax	4,876	4,608	-	-	4,876	4,608
Business license tax	1,052	961	-	-	1,052	961
Utility user's tax	15,081	15,358	-	-	15,081	15,358
Franchise in lieu tax	121	133	-	-	121	133
Documentary transfer tax	598	479	-	-	598	479
Other taxes	2,683	2,279	-	-	2,683	2,279
Intergovernmental	866	547	-	-	866	547
Use of money and property	9,381	10,850	131	61	9,512	10,911
Other	1,788	1,239	-	1,250	1,788	2,489
Total Revenues	177,021	197,059	12,562	14,637	189,583	211,696
Expenses:						
General government	14,949	12,093	-	-	14,949	12,093
Public safety	50,856	58,165	-	-	50,856	58,165
Community development	12,036	29,664	-	-	12,036	29,664
Community and cultural	27,905	22,701	-	-	27,905	22,701
Public works	36,096	14,991	-	-	36,096	14,991
Interest on long-term debt	10,335	9,126	-	-	10,335	9,126
Electric	-	-	14,067	13,812	14,067	13,812
Total Expenses	152,177	146,740	14,067	13,812	166,244	160,552
Change in net assets before transfers	24,844	50,319	(1,505)	825	23,339	51,144
Transfers	654	225	(654)	(225)	-	-
Change in Net Assets	25,498	50,544	(2,159)	600	23,339	51,144
Restatement of Net Assets	1,690	(4,258)	(2,819)	412	(1,129)	(3,846)
Net Assets Beginning	868,179	895,367	12,806	7,828	880,985	903,195
Net Assets Ending	$895,367	$ 941,653	$ 7,828	$ 8,840	$ 903,195	$ 950,493

Operating contributions and grants increased $8.7 million, 67.3%, over FY 2008-09. This increase was a result of increased economic stimulus monies received for the Neighborhood Stabilization Program, Workforce Housing Program and the Homelessness Prevention Program.

Capital contributions and grants increased $40.1 million, 126.1% over FY 2008-09. This increase was a result of developer contributed assets increasing by $30 million, 120%. Other increases include state Prop 1B bond funds and an increase in federal funding for infrastructure projects.

Property tax revenue decreased $11.5 million, 40.5% under FY 2008-09. This decline was a result of the economic recession. In addition to the general market decline, Prop 8 required the County Assessor to make adjustments reducing property values on all properties, even if they hadn't been sold, therefore accelerating the decline in assessed value.

Governmental Activities

The government's net assets increased by $46.3 million, with total revenues of $197.1 million, total expenses of $146.7 million, transfers in of $0.2 million, and a restatement of previously over-reported net assets of $4.3 million, largely attributed to adjustments to correct loan types and the reporting of certain capital assets and accumulated depreciation. Program revenues were $118.6 million and general revenues were $78.5 million, funding the net difference between program revenues and expenses. The largest single category of revenue was capital contributions and grants at $71.9 million and is also program revenue. This revenue goes directly against expenses in recovering the costs of providing those services. This revenue category increased by $40.1 million over FY 2008-09 primarily due to developer contributed assets as noted above. The second largest single revenue category was charges for services, at $25.1 million. This is program revenue and goes directly against expenses in recovering the costs of providing those services. This revenue category decreased by $13.0 million from FY 2008-09. The third largest single revenue category was operating contributions and grants at $21.5 million, and is program revenue. Property tax was the fourth largest single revenue source at $16.8 million, and utility user's tax was the fifth largest revenue source at $15.4 million. Graph 1 presents the revenues by source for governmental activities for the fiscal year ended June 30, 2010.

Graph 1
Revenues by Source – Governmental Activities

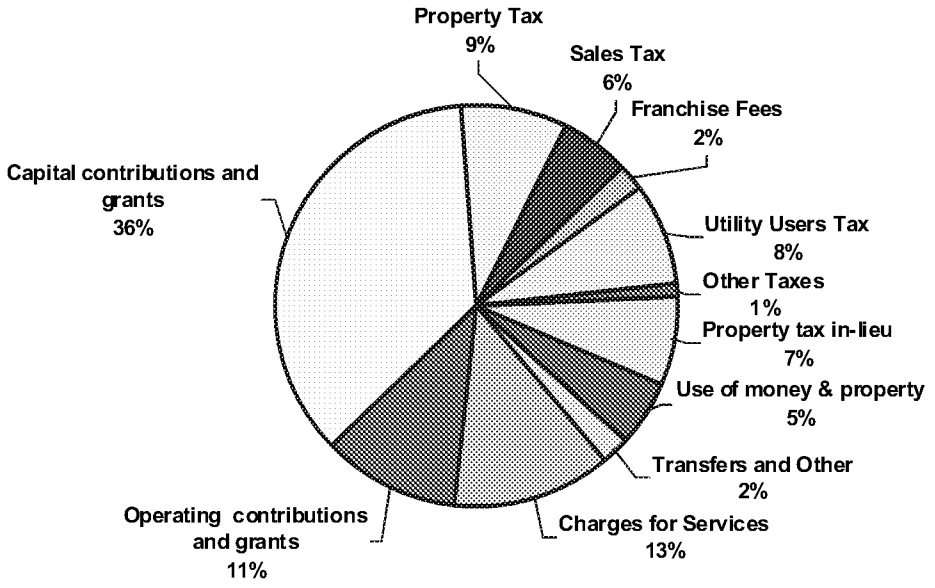

The single largest expense category was public safety at $58.2 million, accounting for 39.6% of total expenses. Community development was the second largest expense category at $29.7 million and 20.2% of total expenses. Community and cultural was the third largest expense category at $22.7 million. Public works was the fourth largest expense category at $15.0 million, followed by general government at $12.1 million, the fifth largest expense category, and interest on long-term debt at $9.1 million, the sixth largest expense category.

Table 3 presents the cost of each of the six major program categories, and identifies each program's *net cost* (total cost less revenues generated by the activities). The net cost is the financial burden that was placed on the City's taxpayers by each of the activities.

Table 3
Governmental Activities - Net Cost of Services
For the year ended June 30, 2010

	Total Cost of Services	Net Cost of Services
General government	$ 12,093,157	$ (8,846,277)
Public safety	58,165,412	(52,630,719)
Community development	29,663,451	(15,764,188)
Community and cultural	22,700,681	(6,271,839)
Public works	14,990,867	64,445,547
Interest on long-term debt	9,126,054	(9,126,054)
TOTAL	$ 146,739,622	$ (28,193,530)

As illustrated in the above table, program revenues recovered $118.5 million of the cost of providing these services. The City paid for the remaining public benefit portion of these governmental activities with $28.2 million in taxes (some of which were restricted for certain programs) and with other revenues. This governmental activity cost/revenue relationship is further illustrated in the following graph.

Graph 2
Governmental Activities - Net Cost of Services
For the year ended June 30, 2010

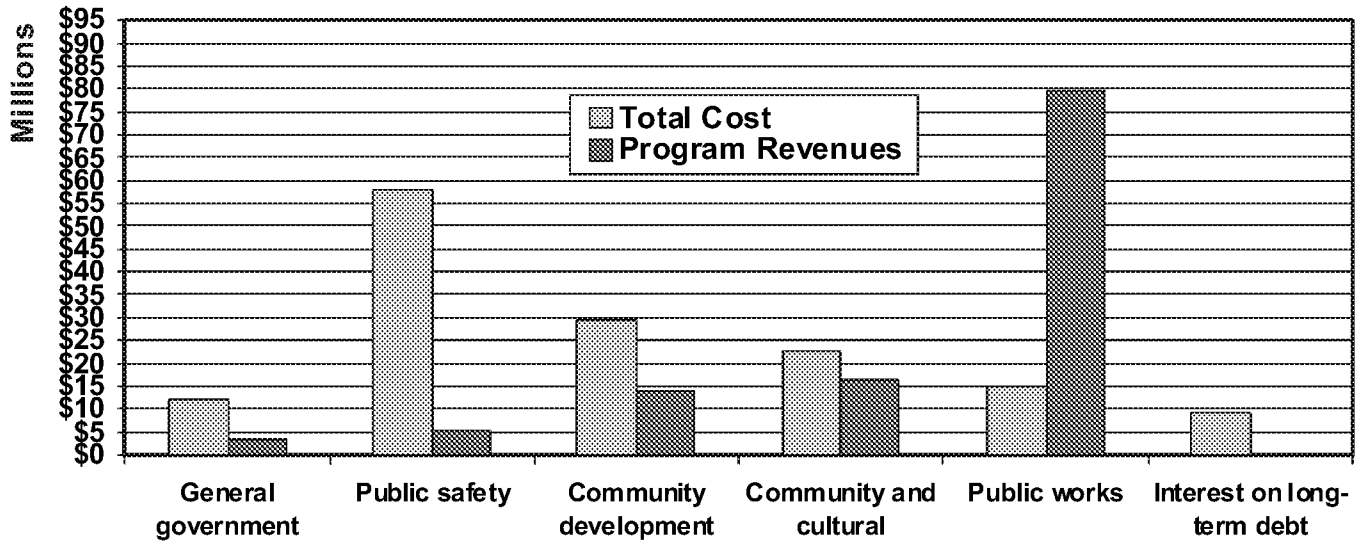

Business-Type Activities

The City's business-type activities include the activities of the Electric Utility. The net assets of the City's business-type activities increased $1.0 million primarily due to a litigation settlement. The Electric Utility had total revenues of $13.3 million, total expenses of $13.8 million, transfers out of $225,192, and a restatement of previously understated net assets of $412,579. The restatement of net assets corrects the amount of infrastructure previously reported.

THE CITY'S FUNDS

Total fund balances presented in the governmental funds balance sheet are $188.9 million, with the General Fund representing $51.3 million, or 27.2% of the total. The City's General Fund fund balance has reserved $33.8 million for advances to other funds, encumbrances, and prepaid and other assets.

General Fund Financial Results

The General Fund fund balance decreased by $0.6 million over FY 2008-09. The original budget anticipated an $8.7 million decrease. In anticipation of a continued decline in revenues, numerous operating and capital project transfers were made to return previous General Fund monies that were transferred out of the General Fund.

At fiscal year end, six General Fund revenues met or exceeded the amended budget, exceeding budget by $2.4 million. Total revenues fell short of expectations by $2.6 million.

General Fund actual expenditures were $3.3 million less than the final amended budget. Major contributors to this result were in large part due to deferring some projects, delaying in hiring for open positions, and reduced program spending due to additional projected revenue shortfalls.

Other Major Fund Financial Results

The fund balance of the Community Service District Zones Special Revenue Fund, after an adjustment to correct prior year fund balance, decreased by $1.1 million over FY 2008-09. This fund accounts for the administration, operations and maintenance of the City's various service zones established by the Moreno Valley Community Services District. The decrease in fund balance is primarily the result of declining property tax revenues, combined with an increase in contractual services required to be performed.

The fund balance of the Development Impact Fees Special Revenue Fund increased by $4.8 million over FY 2008-09. This fund accounts for the developer impact fees one-time charges used to offset the additional public-service costs of new development. The increase in fund balance is due to the downsizing and reprioritizing of projects. Funds were returned to the special revenue fund's fund balance in order to make the required future debt service payments.

During the year ended June 30, 2010, the City split the Community Redevelopment Capital Projects Fund into two funds: the Community Redevelopment Agency Capital Projects Fund and the Community Redevelopment Agency Debt Service Fund. The Community Redevelopment Capital Projects Fund is used to account for the tax increment revenues collected by the Community Redevelopment Agency and used for administrative expenditures, capital projects with the redevelopment project area, and low and moderate income housing programs as required by law. The fund balance of the Community Redevelopment Agency Capital Projects Fund, after the adjustment to create the debt service fund, increased $3.7 million over FY 2008-09. The increase in fund balance is a result of reducing program spending due to anticipation of possible takeaways by the State for balancing their budget.

The Community Redevelopment Agency Debt Service Fund is the newly created fund split from the Community Redevelopment Capital Projects Fund in the current year. This fund is used to account for the tax increment revenues and other resources collected by the Community Redevelopment Agency for the payment of Agency debt service. After an adjustment to correct the beginning fund balance, the current year activity decreased fund balance by $6.7 million. The decrease in fund balance is the result of declining property tax revenues, combined with fixed charges for debt service payments.

The net assets of the Electric Enterprise Fund, after an adjustment to correct prior year infrastructure, increased by $1.0 million from FY 2008-09. This fund accounts for the operations of the City's electric utility. The increase is primarily due to a $1,250,000 litigation settlement.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

At the end of 2010, the City's governmental activities had $1.084 billion ($806 million net of depreciation) invested in a broad range of capital assets, including land, buildings and improvements, machinery and equipment, vehicles, park facilities, roads, highways and bridges. The increase of $81.1 million over FY 2008-09 is primarily attributed to the increase in infrastructure. Additionally, adjustments to certain capital assets and depreciation were made to correct prior year reporting.

At June 30, 2010, the City's business-type activities had $36.6 million ($33.5 million net of depreciation) invested in capital assets, primarily utility infrastructure. The increase of $2.6 million over FY 2008-09 is primarily due to the increase in infrastructure and construction in progress. Additionally, an adjustment to infrastructure was made to correct prior year reporting.

Table 4 presents the City's capital assets by asset type.

Table 4
Capital Assets at Year End
(Net of Depreciation)
For the Year Ended June 30, 2010

	Governmental Activities	Business-type Activities
Land	$ 308,409,790	$ 1,237,459
Buildings and improvements	72,234,939	-
Machinery and equipment	2,127,778	-
Vehicles	3,120,782	-
Construction in progress	49,288,732	1,963,713
Infrastructure	370,838,252	30,327,698
Total	$ 806,020,273	$ 33,528,870

Additional information on the City's capital assets can be found in Note 5 to the basic financial statements.

Long-Term Debt

At year-end, the City's governmental activities had $113.9 million in bonds, certificates of participation, notes and accrued interest, leases and compensated absences, versus $117.5 million last year, a decrease of $3.6 million, or 3.1%. The decrease was the result of normal maturity on existing debt.

At June 30, 2010, the City's business-type activities had $30.1 million in bonds and capital leases versus $30.6 million last year, a decrease of $559,513. The decrease was the result of normal maturity on existing debt. The City was able to meet its current debt obligations in a timely manner. The City has an active Debt Management Committee and a City Council-approved Debt Management Policy. Table 5 provides the total long-term debt by category.

Table 5
Outstanding Debt at Year End
For the Year Ended June 30, 2010

	Governmental Activities	Business-type Activities
Special tax bonds	$ 15,525,000	$ -
Certificates of participation	4,875,000	-
Lease revenue bonds	44,205,000	29,989,484
Tax allocation bonds	42,605,000	-
Notes (plus accrued interest)	2,023,648	-
Capital leases	16,440	36,404
Compensated absences	4,627,762	32,789
Total	$ 113,877,850	$ 30,058,677

Additional information on the City's long-term debt can be found in Note 6 to the basic financial statements.

ECONOMIC FACTORS AND OUTLOOK FOR FUTURE YEARS

Although the focus of this Annual Report is on the economic condition of the City in the fiscal year that ended June 30, 2010, it is important for the City's financial management to report on current issues affecting the City and their economic impact on FY 2009-10 and future years.

Clearly the economic downturn has impacted Moreno Valley, as well as the Inland Region as a whole. Both Riverside and San Bernardino counties will likely see a delayed and much slower economic recovery period.

With a population of 191,754, Moreno Valley is still experiencing population growth, albeit at a slower rate because of the economic downturn impacting California. Moreno Valley remains the second largest city in Riverside County and is presently the fourth largest city in the Inland Region. For the past few years, Moreno Valley has been consistently ranked by the U.S. Census Bureau as one of the 'fastest growing cities in the U.S.'—ranking in the Top 25 of cities with a population over 100,000 for the past four years. Though it has slowed because of the economy, population growth continues in Moreno Valley because of its strategic location at the junction of Interstate I-215 and State Route 60, along with offering a wide array of quality housing options, a family oriented lifestyle and a variety of quality of life amenities.

New housing development opportunities have long been a mainstay of Moreno Valley's growth and economic foundation. Over the years, the regional economy in the Inland Region of Riverside and San Bernardino counties has been heavily dependent on construction activity, and specifically, the new residential development industry. Moreno Valley was an active area for new home development and this industry peaked in FY 2004-05. Moreno Valley has not escaped the new housing construction decline that has hit the Inland Region especially hard, and residential building permit activity decreased 90% in the City for the period from 2005 to 2010.

New housing developers continue to have confidence in the Moreno Valley market, but the economy must improve before new large scale housing development rebounds to a significant extent. Additional challenges to overcome before new housing rebounds in the Inland Region include improvement in the home foreclosure and unemployment rates.

The City's assessed valuation has experienced a similar trend to that of the new housing development market. According to the Riverside County Assessor, for a six-year period from 2002 to 2008, the City of Moreno Valley's assessed valuation grew an amazing 136% from $5.8 billion in 2002, to $13.7 billion in 2008. With the recession officially starting in fourth quarter of 2007, property assessed valuation decreased in Moreno Valley from FY 2008-09 through FY 2010-11 when assessed valuations are projected to be approximately $10.8 billion. With the conclusion of the Proposition 8 adjustments and a decline in foreclosure activity, the region is seeing stabilization in assessed valuations. For FY 2011-12 and the following few years, the regions are expected to see flat to moderate levels of growth in assessed valuations.

For several years Moreno Valley has experienced substantial non-residential growth including significant new commercial retail and industrial development. The economy has slowed commercial development in Southern California, but Moreno Valley continues to secure new business development opportunities. Although new retail slowed in FY 2009-10, Burlington Coat Factory and 99 Cents Only opened new Moreno Valley locations in spring 2010. Construction is currently underway in the Highland Fairview Business Park beginning with a 1.8 million square foot logistics center to house Sketchers U.S.A. Inc. Construction is estimated to be completed on this initial phase by late fall of 2011.

Creating employment opportunities and job growth is important to the continued development of the community. While new office and industrial development has slowed because of the economy and challenging financing market, Moreno Valley created more than 750 new jobs in FY 2009-10 through several major projects including: Frazee Paint, iHerb, Burlington Coat Factory, O'Reilly Automotive, and the further expansion of the Ross Distribution Center. Once the economy recovers, Moreno Valley is well positioned for future business development opportunities with nearly 15 million square feet of industrial building projects approved, entitled or under development. Creating the proper jobs to housing balance is key to Moreno Valley's continued economic success.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, investors and creditors with a general overview of the City's finances and to show the City's accountability for the money it receives. For component units that publish separate financial statements, those statements can be obtained from the City Clerk. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Financial & Administrative Services Director, City of Moreno Valley, 14177 Frederick Street, P.O. Box 88005, Moreno Valley, California 92552-0805.

Basic Financial Statements

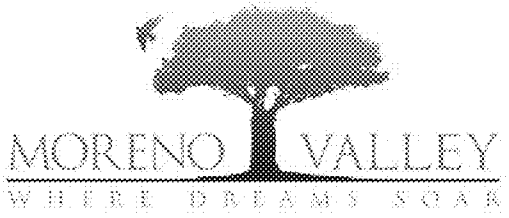

City of Moreno Valley
Statement of Net Assets
June 30, 2010

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
Assets:			
Pooled cash and investments (note 3)	$ 231,840,072	$ 9,183,217	$ 241,023,289
Receivables:			
Accounts	6,686,580	1,180,465	7,867,045
Notes and loans (note 4)	21,609,393	-	21,609,393
Accrued interest	1,736,809	-	1,736,809
Prepaid costs	49,913	3,313	53,226
Due from other governments	8,438,135	-	8,438,135
Land held for redevelopment	3,916,126	-	3,916,126
Advances to/from other funds (note 7)	801,157	(801,157)	-
Capital assets not being depreciated (note 5)	357,698,522	3,201,172	360,899,694
Capital assets, net of accumulated depreciation (note 5)	448,321,750	30,327,698	478,649,448
Total assets	1,081,098,457	43,094,708	1,124,193,165
Liabilities:			
Current:			
Accounts payable	12,732,706	1,891,977	14,624,683
Accrued payroll liabilities	2,101,507	23,477	2,124,984
Accrued interest payable	1,314,897	273,720	1,588,617
Unearned revenue	847,743	13,794	861,537
Deposits payable	97,339	854,149	951,488
Due to other governments	4,853,895	-	4,853,895
Accrued claims and judgments due within one year	359,000	-	359,000
Long term debt due within one year (note 6)	5,827,461	571,711	6,399,172
Noncurrent:			
Advances from operator	-	1,138,994	1,138,994
Accrued claims and judgments due in more than one year	3,261,000	-	3,261,000
Long term debt due in more than one year (note 6)	108,050,389	29,486,966	137,537,355
Total liabilities	139,445,937	34,254,788	173,700,725
Net Assets:			
Invested in capital assets, net of related debt	768,345,954	12,201,754	780,547,708
Restricted for:			
Community development projects	36,341,964	-	36,341,964
Community & cultural	8,368,534	-	8,368,534
Public safety	2,103,241	-	2,103,241
Public works	61,365,635	-	61,365,635
Debt service	15,818,072	-	15,818,072
Other programs	2,545,781	-	2,545,781
Permanent funds-nonexpendable	169,287	-	169,287
Public purpose programs	-	1,158,200	1,158,200
Unrestricted	46,594,052	(4,520,034)	42,074,018
Total net assets	**$ 941,652,520**	**$ 8,839,920**	**$ 950,492,440**

See Notes to Basic Financial Statements

City of Moreno Valley
STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2010

		Program Revenues	
	Expenses	Charges for Services	Operating Contributions and Grants
Functions/Programs			
Primary Government:			
Governmental Activities:			
General government	$ 12,093,157	$ 3,148,712	$ 66,861
Public safety	58,165,412	4,371,535	1,016,552
Community development	29,663,451	4,071,460	8,909,018
Community and cultural	22,700,681	11,254,752	5,174,090
Public works	14,990,867	2,264,619	6,345,620
Interest on long-term debt	9,126,054	-	-
Total Governmental Activities	**$ 146,739,622**	**$ 25,111,078**	**$ 21,512,141**
Business-Type Activities:			
Electric	13,812,966	13,326,364	-
Total Business-Type Activities	13,812,966	13,326,364	-
Total Primary Government	**$ 160,552,588**	**$ 38,437,442**	**$ 21,512,141**

General Revenues:
Taxes:
Property taxes
Property taxes in lieu
Transient occupancy taxes
Sales taxes
Franchise taxes
Business licenses taxes
Utility users' tax
Other taxes
Franchise in lieu taxes
Documentary transfer tax
Intergovernmental - motor vehicle in lieu, unrestricted
Use of money and property
Miscellaneous
Transfers (note 7)

Total General Revenues and Transfers

Change in Net Assets

Net Assets at Beginning of Year, As Restated (note 10)

Net Assets at End of Year

See Notes to Basic Financial Statements

Item No. G.5

Capital Contributions and Grants	Net (Expenses) Revenues and Changes in Net Assets: Governmental Activities	Business-Type Activities	Total
$ 31,307	$ (8,846,277)	$ -	$ (8,846,277)
146,606	(52,630,719)	-	(52,630,719)
918,785	(15,764,188)	-	(15,764,188)
-	(6,271,839)	-	(6,271,839)
70,826,175	64,445,547	-	64,445,547
-	(9,126,054)	-	(9,126,054)
$ 71,922,873	**$ (28,193,530)**	**$ -**	**$ (28,193,530)**
-	-	(486,602)	(486,602)
-	-	(486,602)	(486,602)
$ 71,922,873	**$ (28,193,530)**	**$ (486,602)**	**$ (28,680,132)**
	16,836,699	-	16,836,699
	13,703,197	-	13,703,197
	535,775	-	535,775
	10,982,811	-	10,982,811
	4,607,594	-	4,607,594
	961,303	-	961,303
	15,358,341	-	15,358,341
	2,278,529	-	2,278,529
	132,548	-	132,548
	479,208	-	479,208
	547,188	-	547,188
	10,850,116	61,428	10,911,544
	1,238,641	1,250,000	2,488,641
	225,192	(225,192)	-
	78,737,142	**1,086,236**	**79,823,378**
	50,543,612	599,634	51,143,246
	891,108,908	8,240,286	899,349,194
	$ 941,652,520	**$ 8,839,920**	**$ 950,492,440**

MAJOR GOVERNMENTAL FUNDS

General Fund

This fund is used to account for all financial resources of the city traditionally associated with government which are not required legally or by sound financial management to be accounted for in another fund. This fund now includes the accounting for operations and fire prevention functions.

Community Services District (CSD) Zones Special Revenue Fund

This group of funds is used to account for the revenues expended on the various Community Services District (CSD) programs. There are nine Zones within the Community Services District providing services. Zone A-Parks and Recreation provides citywide park maintenance and recreation programming. Zone B-Residential Street Lighting provides residential subdivision street lighting. Zone C-Arterial Street Lighting provides citywide street lighting on major arterial streets. Zone D-Standard Landscaping provides landscaping for residential developments throughout the City. Zone E-Extensive Landscaping provides landscaping in major developments within the City. Zone L-Library Services provides library services to City residents. Zone M-Medians provides development and maintenance of median within the City. Community Facilities District (CFD) #1 provides maintenance of new neighborhood parks, trails and class 1 bikeways. Zone S – Sunnymead Boulevard Maintenance provides orderly development and maintenance of extensive landscape services for certain improvements constructed by the City and the RDA on Sunnymead Boulevard.

Development Impact Fees Special Revenue Fund

This group of funds is used to account for the restricted fees collected to provide funding for capital improvements related to the impact of development on various City services. The City collects fees for the following: arterial streets, traffic signals, fire facilities, police facilities, parkland facilities, Quimby in-lieu of parks, recreation facilities, library facilities, city hall facilities, corporate yard facilities, interchange improvements, maintenance equipment, and animal shelter facilities.

Community Redevelopment Agency Capital Projects Fund

This fund is used to account for the tax increment revenues collected by the Community Redevelopment Agency and used for administrative expenditures, capital projects within the redevelopment project area, and low and moderate income housing programs as required by law.

Community Redevelopment Agency Debt Service Fund

This fund is used to account for the tax increment revenues and other resources collected by the Community Redevelopment Agency for the payment of Agency debt service.

Other Governmental Funds

These funds constitute all other governmental funds that do not meet the criteria to be a major fund, which is 10% or more of assets, liabilities, revenues or expenditures for the governmental funds and 5% or more of total assets, liabilities, revenues or expenditures for the total governmental and enterprise funds combined. These funds include other Special Revenue Funds, other Capital Projects Funds, all Debt Service Funds and all Permanent Funds of the City.

City of Moreno Valley
Governmental Funds
Combining Balance Sheet
June 30, 2010

		Special Revenue Funds		Capital Projects Fund
	General	CSD Zones	Development Impact Fees	Community Redevelopment Agency Capital Projects
Assets:				
Pooled cash and investments (note 3)	$ 18,372,009	$ 11,266,011	$ 20,206,173	$ 48,428,128
Receivables:				
Accounts	3,398,730	235,130	-	22,578
Notes and loans (note 4)	-	-	-	17,567,422
Interest	1,301,364	-	-	231,023
Prepaid costs	13,455	-	-	-
Due from other governments	3,275,694	1,027,691	-	-
Due from other funds (note 7)	7,005,998	197,320	1,760,878	4,500
Land held for redevelopment	-	-	-	3,916,126
Advances to other funds (note 7)	57,852,991	-	-	3,564,945
Total Assets	**$ 91,220,241**	**$ 12,726,152**	**$ 21,967,051**	**$ 73,734,722**
Liabilities and Fund Balances:				
Liabilities:				
Accounts payable	$ 7,954,156	$ 646,166	$ -	$ 191,611
Accrued liabilities	832,517	343,609	-	77,214
Due to other funds (note 7)	-	3,371,652	-	1,927,292
Due to other governments	6,558	5	-	-
Deferred revenue	30,640,338	783,804	-	231,023
Unearned revenue	497,133	-	-	-
Deposits payable	-	97,339	-	-
Advances from other funds (note 7)	-	-	-	-
Total Liabilities	**39,930,702**	**5,242,575**	**-**	**2,427,140**
Fund Balances:				
Reserved:				
Reserved for encumbrances	23,256	31,977	-	5,238,332
Reserved for prepaid and other assets	13,456	-	-	3,916,126
Reserved for debt service	1,000,000	-	-	-
Reserved for long-term receivables	-	-	-	17,567,422
Reserved for advances to other funds	28,152,248	-	-	3,564,945
Reserved for revolving line of credit	4,600,000	-	-	-
Unreserved:				
Unreserved, reported in nonmajor:				
Special revenue funds	-	-	-	-
Capital project funds	-	-	-	-
Permanent funds	-	-	-	-
Designated:				
Designated for continuing appropriations	93,810	168,450	-	37,587,777
Designated for capital improvements	-	2,799,332	-	-
Designated for contingencies	-	938,157	-	-
Designated for net unrealized investment gain	712,267	-	-	-
Designated for scholarship programs	-	7,684	-	-
Undesignated	16,694,502	3,537,977	21,967,051	3,432,980
Total Fund Balances	**51,289,539**	**7,483,577**	**21,967,051**	**71,307,582**
Total Liabilities & Fund Balances	**$ 91,220,241**	**$ 12,726,152**	**$ 21,967,051**	**$ 73,734,722**

See Notes to Basic Financial Statements

Item No. G.5

Debt Service Fund: Community Redevelopment Agency Debt Service	Total Nonmajor Governmental Funds	Totals	
			Assets:
$ 32,652,109	$ 67,097,024	$ 198,021,454	Pooled cash and investments (note 3)
			Receivables:
-	3,028,871	6,685,309	Accounts
-	4,041,971	21,609,393	Notes and loans (note 4)
-	204,422	1,736,809	Interest
-	28,147	41,602	Prepaid costs
73,572	4,061,178	8,438,135	Due from other governments
-	90,291	9,058,987	Due from other funds (note 7)
-	-	3,916,126	Land held for redevelopment
220,500	580,657	62,219,093	Advances to other funds (note 7)
$ 32,946,181	**$ 79,132,561**	**$ 311,726,908**	**Total Assets**
			Liabilities and Fund Balances:
			Liabilities:
$ -	$ 3,783,527	$ 12,575,460	Accounts payable
-	691,228	1,944,568	Accrued liabilities
4,713	3,755,330	9,058,987	Due to other funds (note 7)
4,846,739	593	4,853,895	Due to other governments
12,000	364,405	32,031,570	Deferred revenue
-	350,610	847,743	Unearned revenue
-	-	97,339	Deposits payable
61,417,936	-	61,417,936	Advances from other funds (note 7)
66,281,388	**8,945,693**	**122,827,498**	**Total Liabilities**
			Fund Balances:
			Reserved:
-	6,180,337	11,473,902	Reserved for encumbrances
-	28,147	3,957,729	Reserved for prepaid and other assets
22,500,000	15,818,072	39,318,072	Reserved for debt service
-	4,041,971	21,609,393	Reserved for long-term receivables
220,500	580,657	32,518,350	Reserved for advances to other funds
-	-	4,600,000	Reserved for revolving line of credit
			Unreserved:
			Unreserved, reported in nonmajor:
-	19,428,226	19,428,226	Special revenue funds
-	23,940,171	23,940,171	Capital project funds
-	169,287	169,287	Permanent funds
			Designated:
-	-	37,850,037	Designated for continuing appropriations
-	-	2,799,332	Designated for capital improvements
-	-	938,157	Designated for contingencies
-	-	712,267	Designated for net unrealized investment gain
-	-	7,684	Designated for scholarship programs
(56,055,707)	-	(10,423,197)	Undesignated
(33,335,207)	**70,186,868**	**188,899,410**	**Total Fund Balances**
$ 32,946,181	**$ 79,132,561**	**$ 311,726,908**	**Total Liabilities & Fund Balances**

City of Moreno Valley
Reconciliation of the Balance Sheet of Governmental Funds
to the Statement of Net Assets
June 30, 2010

Fund balances of governmental funds	$ 188,899,410
Amounts reported for governmental activities in the statement of net assets are different because:	
Capital assets net of depreciation have not been included as financial resources in governmental fund activity.	
Capital Assets (excludes internal service capital assets)	1,064,795,999
Accumulated Depreciation (excludes internal service accumulated depreciation)	(267,522,277)
Long-term debt and compensated absences that have not been included in the governmental fund activity:	
Long-term debt payable	(109,250,088)
Compensated absences (excludes internal service compensated absences)	(4,079,196)
Accrued interest payable for the current portion of interest due on long-term liabilities has not been reported in the governmental funds.	(1,314,897)
Certain items are reported as revenues in the statement of activities, but do not meet the revenue recognition criteria in order to be reported as revenues in the statement of revenues, expenditures and change in fund balances, and consequently, are reported as deferred revenue in the balance sheet of governmental funds.	32,031,570
Internal service funds are used by management to charge the costs of certain activites, such as equipment management and self-insurance, to individual funds. The assets and liabilities of the internal service funds must be added to the statement of net assets.	38,091,999
Net assets of governmental activities	$ 941,652,520

See Notes to Basic Financial Statements

City of Moreno Valley
Governmental Funds
Statement of Revenues, Expenditures
and Changes in Fund Balances
Year ended June 30, 2010

		Special Revenue Funds	
	General	**CSD Zones**	**Development Impact Fees**
Revenues:			
Taxes:			
Property taxes	$ 9,296,083	$ 3,154,342	$ -
Property taxes in lieu	13,703,197	-	-
Utility taxes	15,358,341	-	-
Sales taxes	9,298,295	-	-
Other Taxes	6,716,428	1,024,603	-
Licenses and permits	1,354,188	-	-
Intergovernmental	1,183,894	14,495	-
Charges for services	7,654,867	10,637,467	644,531
Use of money and property	5,470,852	683,098	662,439
Fines and forfeitures	1,130,414	45,989	-
Miscellaneous	462,247	53,044	-
Total Revenues	**71,628,806**	**15,613,038**	**1,306,970**
Expenditures:			
Current:			
General government	10,296,168	-	-
Public safety	57,450,534	-	-
Community development	5,093,483	-	-
Public works	3,889,593	-	-
Community and cultural	-	16,664,943	-
Capital outlay	43,268	26,105	-
Debt Service:			
Principle retirement	-	-	-
Interest and fiscal charges	-	-	-
Total Expenditures	**76,773,046**	**16,691,048**	**-**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**(5,144,240)**	**(1,078,010)**	**1,306,970**
Other Financing Sources (Uses)			
Transfers in (note 7)	7,330,279	923,188	8,774,196
Transfers out (note 7)	(2,710,323)	(866,129)	(5,263,145)
Total Other Financing Sources (Uses)	**4,619,956**	**57,059**	**3,511,051**
Net Change in Fund Balances	**(524,284)**	**(1,020,951)**	**4,818,021**
Fund Balances, Beginning of Year, as Restated (note 10)	51,813,823	8,504,528	17,149,030
Fund Balances, End of Year	**$ 51,289,539**	**$ 7,483,577**	**$ 21,967,051**

See Notes to Basic Financial Statements

Item No. G.5

Capital Projects Fund	Debt Service Fund			
Community Redevelopment Agency Capital Projects	Community Redevelopment Agency Debt Service	Total Nonmajor Governmental Funds	Totals	
				Revenues:
				Taxes:
$ 3,782,660	$ 594,942	$ 8,672	$ 16,836,699	Property taxes
-	-	-	13,703,197	Property taxes in lieu
-	-	-	15,358,341	Utility taxes
-	924,570	759,946	10,982,811	Sales taxes
-	-	1,253,926	8,994,957	Other Taxes
-	-	-	1,354,188	Licenses and permits
-	-	37,851,035	39,049,424	Intergovernmental
-	-	1,245,282	20,182,147	Charges for services
1,971,402	1,078,549	983,776	10,850,116	Use of money and property
-	-	-	1,176,403	Fines and forfeitures
9,136	-	714,214	1,238,641	Miscellaneous
5,763,198	**2,598,061**	**42,816,851**	**139,726,924**	**Total Revenues**
				Expenditures:
				Current:
1,601,799	243,764	465,899	12,607,630	General government
-	-	861,182	58,311,716	Public safety
2,531,334	-	7,379,038	15,003,855	Community development
-	-	9,906,721	13,796,314	Public works
-	-	5,317,131	21,982,074	Community and cultural
-	-	26,200,378	26,269,751	Capital outlay
				Debt Service:
-	330,436	3,359,658	3,690,094	Principle retirement
-	5,179,345	4,019,417	9,198,762	Interest and fiscal charges
4,133,133	**5,753,545**	**57,509,424**	**160,860,196**	**Total Expenditures**
1,630,065	**(3,155,484)**	**(14,692,573)**	**(21,133,272)**	***Excess (Deficiency) of Revenues Over (Under) Expenditures***
				Other Financing Sources (Uses)
2,025,689	4,237	10,265,345	29,322,934	Transfers in (note 7)
-	(3,594,069)	(13,673,296)	(26,106,962)	Transfers out (note 7)
2,025,689	**(3,589,832)**	**(3,407,951)**	**3,215,972**	**Total Other Financing Sources (Uses)**
3,655,754	**(6,745,316)**	**(18,100,524)**	**(17,917,300)**	***Net Change in Fund Balances***
67,651,828	(26,589,891)	88,287,392	206,816,710	**Fund Balances, Beginning of Year, as Restated (note 10)**
$ 71,307,582	**$ (33,335,207)**	**$ 70,186,868**	**$ 188,899,410**	**Fund Balances, End of Year**

City of Moreno Valley
Reconciliation of the Staement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities
Year ended June 30, 2010

Net change in fund balances - total governmental funds	$ (17,917,300)
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the costs of those assets is allocated over their estimated useful lives as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.	
Capital outlay (excludes internal service capital outlay)	26,269,751
Depreciation expense (excludes internal service depreciation)	(21,805,405)
Contributed capital assets are not reported in governmental funds. However, in the statement of activities, the value of these assets are recorded as capital contributions.	57,484,065
Repayment of the principal of long-term debt is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net assets.	3,690,094
Accrued interest expense on long-term debt is reported on the government-wide statements, but does not require the use of current financial resources; therefore accrued interest is not reported as expenditures in the fund financial statements. This is the net change in accrued interest for the current period.	72,708
Compensated absences expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. This is the net change in compensated absences for the period.	20,362
Certain items are reported as revenues in the statement of activities, but do not meet the revenue recognition criteria in order to be reported as revenues in the statement of revenues, expenditures and changes in fund balances, and consequently, are reported as deferred revenue in the balance sheet of governmental funds.	2,375,138
Internal service funds are used by management to charge the costs of certain activities, such as equipment management and self-insurance, to individual funds. The net revenues (expenses) of the internal service funds is reported with governmental activities.	354,199
Change in net assets of governmental activities	$ 50,543,612

See Notes to Basic Financial Statements

City of Moreno Valley
General Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Taxes:				
Property Taxes	$ 11,700,001	$ 11,700,001	$ 9,296,083	$ (2,403,918)
Property taxes in lieu	14,100,000	14,100,000	13,703,197	(396,803)
Utility taxes	14,970,000	14,970,000	15,358,341	388,341
Sales taxes	9,735,000	9,735,000	9,298,295	(436,705)
Other taxes	6,256,500	6,256,500	6,716,428	459,928
Licenses and permits	1,456,614	1,456,614	1,354,188	(102,426)
Intergovernmental	1,056,326	1,056,326	1,183,894	127,568
Charges for services	9,326,345	9,326,345	7,654,867	(1,671,478)
Use of money and property	4,350,614	4,400,614	5,470,852	1,070,238
Fines and forfeitures	1,087,000	1,087,000	1,130,414	43,414
Miscellaneous	165,650	180,180	462,247	282,067
Total Revenues	**74,204,050**	**74,268,580**	**71,628,806**	**(2,639,774)**
Expenditures:				
Current:				
General government				
City council	650,520	588,320	545,316	43,004
City manager	1,603,927	1,697,000	1,708,904	(11,904)
City clerk	620,108	617,661	464,559	153,102
City attorney	1,093,900	1,150,000	1,043,838	106,162
Economic development	684,755	540,000	483,846	56,154
Financial and administrative services	3,145,793	3,293,600	3,219,857	73,743
Human resources	967,200	1,149,165	966,293	182,872
Non-departmental	2,329,932	2,547,340	1,867,455	679,885
Public safety				
Police	39,909,509	39,590,967	38,726,538	864,429
Fire	16,111,775	15,566,320	15,173,224	393,096
Animal services	2,432,419	2,432,081	2,372,784	59,297
Emergency operations/volunteer services	590,842	603,592	593,830	9,762
Crossing guards	602,126	602,126	619,308	(17,182)
Community development	5,836,630	5,263,586	5,093,483	170,103
Public works	4,250,537	4,457,840	3,893,811	564,029
Total Expenditures	**80,829,973**	**80,099,598**	**76,773,046**	**3,326,552**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(6,625,923)	(5,831,018)	(5,144,240)	686,778
Other Financing Sources (Uses):				
Transfers in (note 7)	634,298	6,757,589	7,330,279	572,690
Transfers out (note 7)	(2,666,840)	(2,699,807)	(2,710,323)	(10,516)
Total Other Financing Sources (Uses)	**(2,032,542)**	**4,057,782**	**4,619,956**	**562,174**
Net Change in Fund Balances	(8,658,465)	(1,773,236)	(524,284)	1,248,952
Fund Balances, Beginning of Year, as restated	51,813,823	51,813,823	51,813,823	-
Fund Balances, End of Year	**$ 43,155,358**	**$ 50,040,587**	**$ 51,289,539**	**$ 1,248,952**

See Notes to Basic Financial Statements

City of Moreno Valley, California
Community Services District Zones Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Taxes:				
Property Taxes	$ 4,077,208	$ 4,077,208	$ 3,154,342	$ (922,866)
Other taxes	959,760	959,760	1,024,603	64,843
Intergovernmental	32,000	32,000	14,495	(17,505)
Charges for services	11,111,494	11,111,494	10,637,467	(474,027)
Use of money and property	603,293	603,293	683,098	79,805
Fines and forfeitures	56,500	56,500	45,989	(10,511)
Miscellaneous	30,850	37,916	53,044	15,128
Total Revenues	**16,871,105**	**16,878,171**	**15,613,038**	**(1,265,133)**
Expenditures:				
Current:				
Community and cultural	18,542,915	17,370,016	16,664,944	705,072
Capital outlay	291,671	611,420	26,105	585,315
Total Expenditures	**18,834,586**	**17,981,436**	**16,691,049**	**1,290,387**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,963,481)	(1,103,265)	(1,078,011)	25,254
Other Financing Sources (Uses):				
Transfers in (note 7)	930,774	905,774	923,188	17,414
Transfers out (note 7)	(25,000)	(800,000)	(866,129)	(66,129)
Total Other Financing Sources (Uses)	**905,774**	**105,774**	**57,059**	**(48,715)**
Net Change in Fund Balances	(1,057,707)	(997,491)	(1,020,952)	(23,461)
Fund Balances, Beginning of Year, as restated	8,504,529	8,504,529	8,504,529	-
Fund Balances, End of Year	**$ 7,446,822**	**$ 7,507,038**	**$ 7,483,577**	**$ (23,461)**

See Notes to Basic Financial Statements.

City of Moreno Valley, California
Development Impact Fees Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
Revenues:				
Taxes:				
Charges for services	$ 1,615,019	$ 1,615,019	$ 644,531	$ (970,488)
Use of money and property	314,113	314,113	662,439	348,326
Total Revenues	**1,929,132**	**1,929,132**	**1,306,970**	**(622,162)**
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,929,132	1,929,132	1,306,970	(622,162)
Other Financing Sources (Uses):				
Transfers in (note 7)	-	419,837	8,774,196	8,354,359
Transfers out (note 7)	(5,129,327)	(5,263,143)	(5,263,145)	(2)
Total Other Financing Sources (Uses)	**(5,129,327)**	**(4,843,306)**	**3,511,051**	**8,354,357**
Net Change in Fund Balances	(3,200,195)	(2,914,174)	4,818,021	7,732,195
Fund Balances, Beginning of Year	17,149,030	17,149,030	17,149,030	-
Fund Balances, End of Year	**$ 13,948,835**	**$ 14,234,856**	**$ 21,967,051**	**$ 7,732,195**

See Notes to Basic Financial Statements.

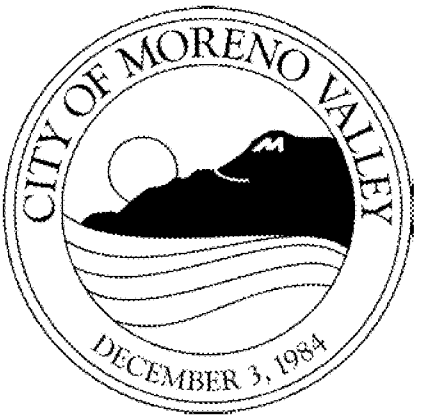
CITY OF MORENO VALLEY
DECEMBER 3, 1984

PROPRIETARY FUNDS

ENTERPRISE FUND:

Electric Fund

This fund is used to account for the operations of the City electric utility, with its basic purpose to purchase and distribute electricity to customers in the City's newly developed areas under the "Greenfield" concept. The City began serving its first customers in February 2004.

INTERNAL SERVICE FUNDS:

Internal Service Funds

These funds are used to account for services provided to other departments on a cost reimbursement basis. These services include providing insurance benefits, maintaining and replacing information systems, facilities maintenance, vehicle and equipment maintenance, and accumulating cash reserves for equipment replacement.

City of Moreno Valley
Proprietary Funds
Statement of Fund Net Assets
June 30, 2010

	Enterprise Fund - Electric	Governmental Activities - Internal Service Funds
Assets:		
Current:		
Pooled cash and investments (note 3)	$ 9,183,217	$ 33,818,618
Receivables:		
Accounts	1,180,465	1,271
Prepaid costs	3,313	8,311
Noncurrent:		
Capital assets, not being depreciated (note 5)	3,201,172	263,335
Capital assets, net of accumulated depreciation (note 5)	30,327,698	8,483,215
Total Assets	**43,895,865**	**42,574,750**
Liabilities:		
Current:		
Accounts payable	1,891,977	157,246
Accrued payroll liabilities	23,477	156,939
Unearned revenue	13,794	-
Deposits payable	854,149	-
Interest Payable	273,720	-
Compensated absences (note 6)	32,789	206,470
Bonds, notes and loans payable (note 6)	538,922	-
Noncurrent:		
Advances from other funds (note 7)	801,157	-
Advances from operator	1,138,994	-
Self-insurance payable	-	3,620,000
Compensated absences (note 6)	-	342,096
Bonds, notes and loans payable (note 6)	29,486,966	-
Total Liabilities	**35,055,945**	**4,482,751**
Net Assets		
Invested in capital assets, net of related debt	12,201,754	8,746,550
Restricted for:		
Public purpose programs	1,158,200	-
Unrestricted	(4,520,034)	29,345,449
Total Net Assets	$ 8,839,920	$ 38,091,999

See Notes to Basic Financial Statements

City of Moreno Valley
Proprietary Funds
Statement of Revenues,
Expenses and Changes in Fund Net Assets
Year ended June 30, 2010

	Enterprise Fund - Electric	Governmental Activities - Internal Service Funds
Operating Revenues:		
Sales and service charges	$ 12,959,454	$ 13,240,617
Miscellaneous	288,110	40,050
Total Operating Revenues	**13,247,564**	**13,280,667**
Operating Expenses:		
Electricity purchased	7,089,557	-
Services and supplies	2,866,327	-
Distribution share	1,395,090	-
Cost of services	-	7,109,748
Self-insurance claims and charges	-	1,963,760
Depreciation	773,971	862,180
Total Operating Expenses	**12,124,945**	**9,935,688**
Operating Income (Loss)	**1,122,619**	**3,344,979**
Nonoperating Revenues (Expenses):		
Investment earnings	61,428	-
Interest expense	(1,688,021)	-
Engineering plan check fees	78,800	-
Litigation settlement	1,250,000	-
Total Nonoperating Revenues (Expenses)	**(297,793)**	**-**
Income (Loss) Before Transfers	**824,826**	**3,344,979**
Transfers:		
Transfers in (note 7)	-	100,000
Transfers out (note 7)	(225,192)	(3,090,780)
Net Transfers	**(225,192)**	**(2,990,780)**
Net Change in Assets	**599,634**	**354,199**
Net Assets:		
Beginning of Year, as restated (note 10)	8,240,286	37,737,800
Net Assets, End of Year	**$ 8,839,920**	**$ 38,091,999**

See Notes to Basic Financial Statements

City of Moreno Valley
Proprietary Funds
Statement of Cash Flows
Year ended June 30, 2010

	Enterprise Fund - Electric	Governmental Activities - Internal Service Fund
Cash Flows from Operating Activities:		
Cash received from customers	$ 13,087,299	$ 13,240,810
Cash payments to suppliers for goods and services	(11,841,798)	(3,783,781)
Cash payments for claims	-	(1,876,760)
Cash payments to employees for services	(787,943)	(3,387,653)
Proceeds for litigation settlement	1,250,000	-
Other operating revenues (expenses)	288,110	40,050
Net Cash Provided (Used) by Operating Activities	**1,995,668**	**4,232,666**
Cash Flows from Noncapital Financing Activities:		
Cash received from other funds	-	100,000
Cash paid to other funds	(1,003,733)	(3,090,780)
Advances received from operator	312,382	-
Net Cash Provided (Used) by Noncapital Financing Activities	**(691,351)**	**(2,990,780)**
Cash Flows from Capital and Related Financing Activities:		
Acquisition and construction of capital assets	(2,145,740)	(432,196)
Engineering plan check fees	78,800	-
Advances repaid to developers	(241,005)	-
Principal paid on capital-related debt	(545,202)	-
Interest and fiscal charges on capital-related debt	(1,692,162)	-
Net Cash Provided (Used) by Capital and Related Financing Activities	**(4,545,309)**	**(432,196)**
Cash Flows from Investing Activities:		
Interest received	61,428	-
Net Cash Provided (Used) by Investing Activities	**61,428**	**-**
Net Increase (Decrease) in Cash and Investments	(3,179,564)	809,690
Cash and Cash Equivalents at Beginning of Year	12,362,781	33,008,928
Cash and Cash Equivalents at End of Year	**$ 9,183,217**	**$ 33,818,618**
Reconciliation of Income (Loss) to Net Cash Provided (Used) by Operating Activities:		
Operating income (loss)	$ 1,122,619	$ 3,344,979
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:		
Depreciation	773,971	862,180
Proceeds for litigation settlement	1,250,000	-
Decrease (increase) in accounts receivable	189,681	193
Decrease (increase) in prepaid expenses	(300)	97
Decrease (increase) in inventories	-	6,796
Increase (decrease) in accounts payable	517,923	(136,296)
Increase (decrease) in accrued payroll liabilities	(14,677)	(6,102)
Increase (decrease) in accrued liabilities	(1,767,402)	-
Increase (decrease) in deferred revenue	13,794	-
Increase (decrease) in deposits payable	(75,630)	-
Increase (decrease) in compensated absences	(14,311)	73,819
Increase (decrease) in self-insurance payable	-	87,000
Total Adjustments	**873,049**	**887,687**
Net Cash Provided (Used) by Operating Activities	**$ 1,995,668**	**$ 4,232,666**

Schedule of Noncash Investing, Capital and Noncapital Financing Activities:

There were no significant noncash investing, capital and noncapital financing activities for the year ended June 30, 2010.

See Notes to Basic Financial Statements

FIDUCIARY FUNDS:

Fiduciary Funds

These funds are used to account for assets held in an agency or trustee capacity for others. These funds cannot be used to support the City's own programs.

City of Moreno Valley
Fiduciary Funds
Statement of Fiduciary Funds Assets and Liabilities
June 30, 2010

		Total
Assets:		
Pooled cash and investments (note 3)	$	7,625,057
Receivables:		
Accounts		1,395
Due from other governments		26,416
Total Assets	**$**	**7,652,868**
Liabilities:		
Accounts payable	$	143,019
Deposits payable		6,435,634
Payable to trustee		1,074,215
Total Liabilities	**$**	**7,652,868**

See Notes to Basic Financial Statements

Notes to Basic Financial Statements

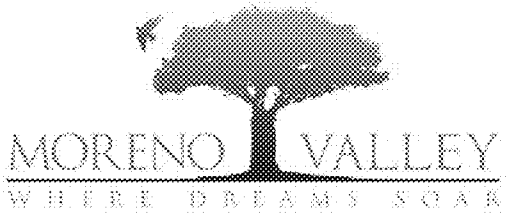

Note 1: Organization and Summary of Significant Accounting Policies

a. Description of the Reporting Entity

The City of Moreno Valley, California (the City), is located in the County of Riverside and was incorporated on December 3, 1984 under the general laws of the State of California. The City operates under an elected Council/City Manager form of government. The City's major operations include police and fire protection, public works, parks, recreation and certain social services and general administration services.

Reporting Entity

Accounting principles generally accepted in the United States of America require that these financial statements represent the City of Moreno Valley and its component units. A component unit is included in the primary government's financial statements if the governing body is substantively the same as that of the City or if the component unit provides services or other benefits almost entirely to the primary government. The component units discussed below are included in the City's reporting entity because of their operational significance or financial relationships with the City. These component units are controlled by common governing boards, which are substantively the same as the City's and are presented as blended component units for financial reporting purposes. The component units have the same fiscal year end as the City. For those that publish separate financial statements, those statements can be obtained from the City Clerk.

- The Community Redevelopment Agency of the City of Moreno Valley (the Agency) was established pursuant to the State of California Health and Safety Code, Section 53601, entitled Community Redevelopment Law. Its purpose is to prepare and carry out plans for the improvement, rehabilitation and redevelopment of blighted areas within the City of Moreno Valley.

- The Moreno Valley Community Services District (the District) was established pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982. Its purpose is to finance the acquisition and construction of certain major public capital infrastructure and improvements within the boundaries of the Community Facilities Districts.

- Community Facilities District No. 2 (Moreno Valley Auto Mall), Community Facilities District No. 3 (Auto Mall Refinancing), and Community Facilities District No. 87-1 and 87-1, IA#1 (Towngate) were established pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982. Their purpose is to finance the acquisition and construction of certain major public capital infrastructure and improvements within the boundaries of the Community Facilities Districts and they are governed by City Council.

- Moreno Valley Public Facilities Financing Corporation (MVPFFC) and the Moreno Valley Public Financing Authority (MVPFA) are nonprofit public benefit corporations, formed for the purpose of providing public facility financing to the City. The Corporations' Boards of Directors are each composed of the five elected City Council members. Both Corporations may acquire, construct, rehabilitate, remodel, improve, install and finance or lease various facilities, land and equipment for the benefit of the City.

- Industrial Development Authority (the Authority) was established pursuant to the "California Industrial Development Financing Act" of the California Government Code. The Authority was established for the purpose of financing the construction, acquisition and equipment of certain land and facilities within the City of Moreno Valley and is governed by the City Council. The Authority did not report any activity for the current year.

The accounting policies of the City of Moreno Valley conform with generally accepted accounting principles as applicable to governments. The following is a summary of the significant policies.

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

b. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net assets and the statement of changes in net assets) report information on all of the nonfiduciary activities of the primary government and its component units. For the most part, the effect of interfund activity has been removed from these statements. The primary government is reported separately from certain legally separate component units for which the primary government is financially accountable.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Certain indirect costs are included in the program expense reported for individual functions and activities. Program revenues include: 1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds are reported as separate columns in the fund financial statements.

c. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Agency funds use the accrual basis of accounting. Agency funds are not considered to have a measurement focus for financial reporting purposes.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period, while grant revenues have an availability period of 120 days.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, franchise taxes, licenses and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenue of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.

The City reports the following major governmental funds:

The General Fund is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

c. Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued)

The CSD Zones Special Revenue Fund accounts for the following:

- CSD Zone A - administration and maintenance of the parks and community service facilities and programs.
- CSD Zone B - operations necessary to process and administer the residential street lighting program.
- CSD Zone C - operations necessary to process and administer the arterial street lighting program.
- CSD Zone D - operations necessary to provide landscaping in and around residential developments.
- CSD Zone E - operations necessary to provide high-service level landscape maintenance in and around specific major residential developments.
- CSD Zone L - operations necessary to process and administer the library service program.
- CSD Zone M - operations necessary to provide orderly development and maintenance of medians within the City of Moreno Valley designated as Zone M.
- CFD #1 - provides funding for maintenance of new neighborhood parks, trails and Class-I bikeways.
- CSD Zone S – provides orderly development and maintenance of extensive landscape services for commercial sites on Sunnymead Boulevard.

The City has elected to report its Development Impact Fees fund as a major governmental type fund. The Development Impact Fees Special Revenue Fund accounts for the following developer impact fees:

- Arterial Street development impact fees
- Traffic Signal development impact fees
- Fire Facility development impact fees
- Police Facility development impact fees
- Park Land Facility development impact fees
- Quimby In-Lieu Park Fees
- Recreation Center development impact fees
- Libraries development impact fees
- City Hall development impact fees
- Corporate Yard development impact fees
- Interchange Improvements development impact fees
- Maintenance Equipment development impact fees
- Animal Shelter development impact fees

The Community Redevelopment Agency Capital Projects Fund accounts for the revenues received and expenditures made for redevelopment operations.

The Community Redevelopment Agency Debt Service Fund accounts for the tax increment revenues and other resources collected by the Community Redevelopment Agency for the payment of Agency debt service.

The City elected to report its enterprise fund as a major business-type fund.

- The Electric Fund accounts for the operations of the City's electric utility.

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

c. Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued)

Additionally the government reports the following fund types:

Internal Service Funds account for financial transactions related to repair, replacement and maintenance of City-owned equipment, the City's self-insurance programs and the City's general information systems and telecommunications hardware and software. These services are provided to other departments or agencies of the City on a cost reimbursement basis.

The Agency Funds are used to report resources held by the City in a purely custodial capacity, which includes assets held on behalf of customers and trustees for the Assessment Districts, TUMF and MSHCP Trust funds.

Private-sector standards of accounting and financial reporting issued prior to December 1989 generally are followed in both the government-wide and proprietary fund financial statements to the extent that those standards do not conflict with or contradict guidance of the Governmental Accounting Standards Board. Governments also have the option of following subsequent private-sector guidance for their business-type activities and enterprise funds, subject to this same limitation. The government has elected not to follow subsequent private-sector guidance.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the government's proprietary funds function and various other functions of the government. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as program revenues include: 1) charges to customers or applicants for goods, services or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Internal Service Funds are charges to customers for sales and services. Operating expenses for Internal Service Funds include the cost of sales and services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, then unrestricted resources as they are needed.

d. Assets, Liabilities and Net Assets or Equity

Deposits, Investments, Cash and Cash Equivalents

The City's cash and cash equivalents are considered to be cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition.

Investments for the City, as well as for its component units, are reported at fair value except for investment contracts that are reported at cost because they are not transferable and they have terms that are not affected by changes in market interest rates. The City's policy is generally to hold investments until maturity or until market values equal or exceed cost. The State Treasurer's Investment Pool operates in accordance with appropriate state laws and regulations. The reported value of the pool is the same as the fair value of the pool shares.

Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds". Any residual balances outstanding between the

1: Organization and Summary of Significant Accounting Policies (Continued)

d. Assets, Liabilities and Net Assets or Equity (Continued)

governmental activities and business-type activities are reported in the government-wide financial statements as "advances to/from from other funds".

Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

All trade and property tax receivables are shown net of an allowance for uncollectibles.

Inventory and Prepaid Items

Inventories in the Central Services Internal Service Fund and the Equipment Maintenance Internal Service Fund are valued at cost using the first-in/first-out (FIFO) method. Inventory consists of expendable supplies held for consumption.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. The fund balances in the governmental fund types have been reserved for amounts equal to the prepaid items in the fund-level statements, since these amounts are not available for appropriation.

Capital Assets

Capital assets, which include property, plant, equipment and infrastructure assets (e.g., roads, bridges, sidewalks and similar items), are reported in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of more than $5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Buildings and Improvements	5 – 50
Furniture and Equipment	3 – 15
Vehicles	3 – 10
Infrastructure	25 – 50

Deferred Revenue and Unearned Revenue

The City reports deferred revenue in the fund-level statements. Deferred revenue arises when potential revenue does not meet both the "measurable" and "available" criteria for recognition in the current period. In subsequent periods, when both revenue recognition criteria are met, or when the City has a legal claim to the resources, the liability for deferred revenue is removed and revenue is recognized.

The City reports unearned revenue in the fund-level statements and in the Statement of Net Assets. Unearned revenue arises when the City receives resources before it has a legal claim to them, as when grant monies are received prior to the incurrence of qualifying expenditures.

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

d. Assets, Liabilities and Net Assets or Equity (Continued)

Compensated Absences

It is the government's policy to permit employees to accumulate earned but unused annual leave benefits. The City records the annual leave liability using benefits earned by employees at the balance sheet date that will result in termination payments rather than compensated absences. The City records the annual leave liability using the dollar value of employees' rights to receive compensation attributable to services already rendered.

Long-Term Obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities. Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are reported as deferred charges and amortized over the term of the related debt.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Land Held for Redevelopment

Land purchased for the purposes of resale (or contribution to a redevelopment project) is recorded at the cost to purchase the property or, upon entering into a contract for sale, the estimated net realizable value, if lower.

Fund Equity

In the fund financial statements, governmental funds report reservations of fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Designations of fund balance represent tentative management plans that are subject to change.

Property Taxes

Property taxes attach as an enforceable lien on property as of January 1. Secured property taxes are payable in two installments with December 10 the last day to pay the first installment of secured property taxes without penalty, and April 10 the last day to pay the second installment of secured property taxes without penalty. Unsecured personal property taxes are due in a single installment on August 31. The County of Riverside bills and collects the property taxes and remits them to the City in installments during the year. Property taxes received within 60 days after the City's fiscal year end are considered "measurable" and "available" and are accrued in the City's financial statements.

Note 2: Stewardship, Compliance and Accountability

a. Budgetary Information

Budgets are legally adopted and formal budgetary integration is employed as a management control device during the year for all Governmental Fund types. The budget is prepared on a GAAP (Generally Accepted Accounting Principles) basis. From the effective date of the budget, the amounts stated therein as proposed expenditures become appropriations to the various City departments.

The City Council may amend the budget only during a regular meeting, providing that sufficient monies are available and that expenditures of proceeds of taxes will not be increased beyond the constitutional appropriation limit as imposed by Article XIIIB of the State Constitution.

Note 2: Stewardship, Compliance and Accountability (Continued)

a. Budgetary Information (Continued)

The City's formal budgetary process begins at the operating program level. Departmental budgets are comprised of the various operating program budgets. Operating programs do not cross departmental lines. Individual fund budgets consist of the departmental budgets; departmental budgets may cross fund lines.

Individual fund budgets are, in all cases where appropriations are required, the same as the appropriation amounts. In the case of the Governmental Fund types, unexpended budgeted amounts, except for amounts relating to capital projects, lapse at the end of the budget year. Spending control (legal level) for most funds is established by the amount of expenditures budgeted at the departmental and fund levels. Accordingly, the General Fund expenditures are displayed in the supplementary schedules at the department level and the Special Revenue, Debt Service and Capital Projects Funds expenditures are displayed at the function level. Management control is exercised at the line item level in each operating program. Management can transfer budgeted amounts between operating programs, departments or funds, provided that such transfers do not increase the overall budget. Appropriations that increase the budget require City Council approval.

Note 3: Cash and Investments

As of June 30, 2010, cash and investments were reported in the accompanying financial statements as follows:

Governmental Activities:	
Governmental Funds	$ 198,021,454
Internal Service Funds	33,818,618
Business-Type Activities	9,183,217
Fiduciary Funds	7,625,057
Total Cash and Investments	$ 248,648,346

Cash and investments as of June 30, 2010 consist of the following:

Cash and Cash Equivalents:	
Petty cash and change boxes	$ 9,477
Demand deposit	2,576,220
Investments	221,239,134
Cash and Investments with fiscal agents	24,823,515
Total Cash and Investments	$ 248,648,346

The City follows the practice of pooling cash and investments of all funds, except for funds required to be held by fiscal agents under provisions of bond indentures. Interest income earned on pooled cash and investments is allocated monthly to the various funds based on monthly cash and investment balances. Interest income from cash and investments with fiscal agents is credited directly to the related fund.

Deposits

The California Government Code requires California banks and savings and loan associations to secure a City's deposits by pledging government securities with a value of 110% of a City's deposits. California law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of a City's total deposits. The City Treasurer may waive the collateral requirement for deposits which are fully insured up to $250,000 by the FDIC. The collateral for deposits in federal and state chartered banks is held in safekeeping by an authorized Agent of Depository recognized by the State of California Department of Banking. The collateral for deposits with savings and loan associations is generally held in safekeeping by the Federal Home Loan Bank in San Francisco, California as an Agent of Depository. These securities are physically held in an undivided pool for all California public agency depositors. Under Government Code Section 53655, the placement of securities by a bank or savings and loan association with an "Agent of Depository" has the effect of perfecting the security interest in the name of the local government agency. Accordingly, all collateral held by the California Agents of Depository are considered to be held for, and in the name of, the local government agency.

Note 3: Cash and Investments (Continued)

Investments

Under provisions of the City's investment policy, and in accordance with the California Government Code, the following investments are authorized:

- U.S. Treasury Bills, Notes and Bonds
- Government Sponsored Enterprises (GSE's) or U.S. Agencies
- California State Local Agency Investment Fund (LAIF)
- Bonds, notes or other indebtedness of the State of California
- Bonds, notes or other indebtedness of local agencies in California
- Bankers Acceptances
- Commercial Paper
- Commercial Paper issued under the Temporary Liquidity Guarantee Program (TLGP)
- Time Deposits and Non-negotiable Certificates of Deposit
- Negotiable Certificates of Deposit
- Repurchase Agreements
- Corporate Obligations (Medium-term Notes)
- Corporate Obligations (Medium-term Notes) issued under the Temporary Liquidity Guarantee Program (TLGP)
- Mutual Funds and Money Market Accounts
- Other Government Sponsored Investment Pools

Investments Authorized by Debt Agreements

The above investments do not address the investment of debt proceeds held by a bond trustee. Investments of debt proceeds held by a bond trustee are governed by provisions of the debt agreements, rather than the general provisions of the California Government Code or the City's investment policy.

Investments in State Investment Pool

The City is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. LAIF is overseen by the Local Agency Investment Advisory Board, which consists of five members, in accordance with State statute. The State Treasurer's Office audits the fund annually. The fair value of the position in the investment pool is the same as the value of the pool shares.

GASB Statement No. 31

The City adopted GASB Statement No. 31, Accounting and Financial Reporting for Certain Investments and for External Investment Pools, as of July 1, 1997. GASB Statement No. 31 establishes fair value standards for investments in participating interest earning investment contracts, external investment pools, equity securities, option contracts, stock warrants and stock rights that have readily determinable fair values. Accordingly, the City reports its investments at fair value in the balance sheet. All investment income, including changes in the fair value of investments, is recognized as revenue in the operating statement.

Credit Risk

The City's investment policy limits investments in medium term notes (MTN's) to those rated in the top category by two of the three largest nationally recognized rating services at the time of purchase (with split ratings, the lower rating must meet the standard). As of June 30, 2010, the City's investment in medium term notes consisted of investments with Bank of America, Bank of New York, Bellsouth Corp., Berkshire Hathaway, Blackrock Inc., General Electric Capital Corp., Goldman Sachs, JP Morgan, Lehman Bros, Morgan Stanley, Pepsico Inc., Praxair, U.S. Bankcorp, Wal-Mart, and Wells Fargo Bank. At June 30, 2010, all MTN's were rated "A" or higher by Moody's with the exception of Lehman Bros. During the fiscal year, the City revised its investment policy of MTN purchases from Aaa to A by Moody's. All securities were investment grade and legal under State and City law at their time of purchase. The City's investment portfolio includes two (2) $1 million corporate notes from Lehman Brothers. Since Lehman Brothers filed for Chapter 11 bankruptcy in September 2008, these investments totaling $2 million are at risk. The City continues to pursue recovery through various means, although the amount of recovery that will be ultimately realized from these two cases is unknown. Federal agency securities are rated AAA. Investments in U.S. Treasury securities are not considered to have credit risk and, therefore, their credit quality is not disclosed. As of June 30, 2010, the City's investments in external investment pools and investment agreements are unrated.

Note 3: Cash and Investments (Continued)

Custodial Credit Risk

The custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. The carrying amount of the City's demand deposits was $1,011,586 at June 30, 2010. Bank balances before reconciling items were $2,005,876 at that date, the total amount of which was collateralized or insured with securities held by the pledging financial institutions in the City's name as discussed above under "Deposits". The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, a government will not be able to recover the value of investment or collateral securities that are in the possession of an outside party. In accordance with the City's investment policy, all investments are held by third-party custodians for safekeeping, with the securities in the City's name. This is the lowest level of custodial credit risk exposure.

Interest Rate Risk

The City's investment policy limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The City's investment portfolio will not directly invest in securities maturing in more than five years. The City has elected to use the segmented time distribution method of disclosure for its interest rate risk.

Concentration of Credit Risk

The City's investment policy imposes restrictions on the maximum percentage and amount that can be invested in certain types of investments. These restrictions are as follows:

Investment Types	Maturity Limit	Maximum Portfolio Percentage	Maximum Investment in One Issuer
U.S. Treasury bills, notes and bonds	5 years	None	None
GSE's or U.S. Agencies	5 years	None	None
California State Local Agency Investment Fund	n/a	None	None
Bonds, notes or other indebtedness of the State of California	5 years	None	None
Bonds, notes or other indebtedness of local agencies in CA.	5 years	None	5%
Bankers Acceptances	180 days	40%	5%
Commercial Paper	270 days	25%	5%
Negotiable Certificates of Deposits	5 years	30%	5%
CD Placement Service	5 years	30%	5%
Repurchase Agreements	1 year	None	5%
Reverse Repurchase Agreements	92 days	20%	5%
Medium-term Notes (MTN's)	5 years	30%	5%
Mutual Funds and Money Market Accounts	n/a	20%	5%
Collateralized Bank Deposits	5 years	None	5%
Mortgage Pass-Through Securities	5 years	20%	5%
Bank/Time Deposits	5 years	None	5%
Other Governmental Sponsored Investment Pools	n/a	None	None

As of June 30, 2010, the City is in compliance with the investment policy restriction.

The City has invested more than 5% of the total investment value with the following issuers:

California State Local Agency Investment Fund (LAIF)	21.5 %
US Treasury Notes	11.0%
Federal Farm Credit	8.4 %
Federal Home Loan Bank	9.0 %
Federal Home Loan Mortgage Corp	10.4 %
Federal National Mortgage Assn	10.8 %

Note 3: Cash and Investments (Continued)

Concentration of Credit Risk (Continued)

As of June 30, 2010, the City had the following investments and original maturities:

Investment Type	6 months or less	6 months to 1 year	1 to 3 years	3 to 5 years	More than 5 years	Fair Value
Local Agency Investment Fund	$ 48,497,791	$ -	$ -	$ -	$ -	$48,497,791
Money Market Funds	1,564,634	-	-	-	-	1,564,634
Medium Term Notes	196,494	-	32,654,522	18,383,858	-	51,234,874
US Treasury Notes	-	-	20,457,373	4,188,254		24,645,627
Federal Agricultural Mortgage Corp.	-	1,019,159	-	-	-	1,019,159
Federal Farm Credit Banks	-	1,018,227	7,247,599	10,573,113	-	18,838,939
Federal Farm Loan Banks	-	1,001,748	7,072,867	11,954,028	-	20,028,643
Federal Home Loan Mortgage Corp.	-	-	5,033,352	18,000,650	-	23,034,002
Federal National Mortgage Assn.	-	-	6,008,005	18,082,466	-	24,090,471
Tennessee Valley Authority	-	-	4,184,389	4,100,605	-	8,284,994
Held by Bond Trustee:						
Money Market Funds	24,823,515	-	-	-	-	24,823,515
Totals	$ 75,082,434	$ 3,039,134	$ 82,658,107	$ 85,282,974	$ -	$ 246,062,649

Note 4: Notes and Loans Receivables

Notes and loans receivables of $21,609,393 consist primarily of revolving home improvement loans and are due beyond one year.

A summary of amounts owed at June 30, 2010 follows:

	Community Redevelopment Agency Capital Projects Fund	Nonmajor Governmental Funds
Cottonwood Properties	$ 3,847,806	$ 2,050,000
Sheila Street Rehabilitation	2,651,875	-
RHDC Properties	1,892,167	783,021
CVHC	1,639,450	-
Crippled Children	824,917	-
Bay Family Apartments	755,000	-
Perris Isle	413,000	687,000
Oakwood	2,250,000	-
Rancho Dorado	2,800,000	-
Others	493,207	521,950
Totals	$ 17,567,422	$ 4,041,971

Note 5: Capital Assets

General government capital asset activity for the year ended June 30, 2010 follows:

	Balance July 1, 2009	Adjustments	Balance July 1, 2009 as Adjusted	Additions	Deletions	Balance June 30, 2010
Non-Depreciable Assets:						
Land	$303,293,860	$ -	$ 303,293,860	$ 5,115,930	$ -	$ 308,409,790
Construction In Progress	55,975,095	(3,040,734)	52,934,361	28,562,959	(32,208,588)	49,288,732
Subtotal: Non-Depreciable Assets	359,268,955	(3,040,734)	356,228,221	33,678,889	(32,208,588)	357,698,522

Note 5: Capital Assets (Continued)

	Balance July 1, 2009	Adjustments	Balance July 1, 2009 as Adjusted	Additions	Deletions	Balance June 30, 2010
Depreciable Assets:						
Buildings & Improvements	101,837,564	-	101,837,565	8,365,715	-	110,203,280
Machinery & Equipment	11,017,995	-	11,017,995	935,155	-	11,953,150
Vehicles	9,780,182	-	9,780,182	54,262	(23,534)	9,810,910
Infrastructure	521,354,812	-	521,354,812	73,359,917	-	594,714,729
Subtotal: Depreciable Assets	643,990,553	-	643,990,554	82,715,049	(23,534)	726,682,069
Total Capital Assets	1,003,259,508	(3,040,734)	1,000,218,775	116,393,938	(32,232,122)	1,084,380,591
Less Accumulated Depreciation for:						
Buildings & Improvements	(34,697,120)	-	(34,697,120)	(3,271,221)	-	(37,968,341)
Machinery & Equipment	(8,988,526)	-	(8,988,525)	(836,847)	-	(9,825,372)
Vehicles	(5,752,251)	-	(5,752,251)	(961,411)	23,534	(6,690,128)
Infrastructure	(206,278,371)	-	(206,278,371)	(17,598,106)	-	(223,876,477)
Total Accumulated Depreciation	(255,716,268)	-	(255,716,267)	(22,667,585)	23,534	(278,360,318)
Total Net Capital Assets	$ 747,543,240	$ (3,040,734)	$744,502,508	$93,726,353	$ (32,208,588)	$806,020,273

The adjustments are due to certain capital assets and depreciation not being properly reported in the prior year.

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental Activities:	
General government	$ 98,539
Public safety	1,213,306
Community development	748,717
Community and cultural	1,976,729
Public works	17,768,114
Internal service funds	862,180
Total	$22,667,585

Business-type capital asset activity for the year ended June 30, 2010 follows:

	Balance July 1, 2009	Adjustments	Balance July 1, 2009 as Adjusted	Additions	Deletions	Balance June 30, 2010
Non-Depreciable Assets:						
Land	$ 1,237,459	$ -	$ 1,237,459	$ -	$ -	$ 1,237,459
Construction In Progress	1,617,422	-	1,617,422	2,206,549	(1,860,258)	1,963,713
Subtotal: Non-Depreciable Assets	2,854,881	-	2,854,881	2,206,549	(1,860,258)	3,201,172
Depreciable Assets:						
Infrastructure	31,164,946	412,579	31,577,525	2,040,455	(241,006)	33,376,974
Subtotal: Depreciable Assets	31,164,946	412,579	31,577,525	2,040,455	(241,006)	33,376,974
Total Capital Assets	34,019,827	412,579	34,432,406	4,247,004	(2,101,264)	36,578,146

Note 5: Capital Assets (Continued)

	Balance July 1, 2009	Adjustments	Balance July 1, 2009 as Adjusted	Additions	Deletions	Balance June 30, 2010
Less Accumulated Depreciation for:						
Infrastructure	(2,275,305)	-	(2,275,305)	(773,971)	-	(3,049,276)
Total Accumulated Depreciation	(2,275,305)	-	(2,275,305)	(773,971)	-	(3,049,276)
Total Net Capital Assets	$ 31,744,522	$ 412,579	$ 32,157,101	$ 3,473,033	$ (2,101,264)	$ 33,528,870

Depreciation expense for business-type activities was charged as follows:

Electric Utility	$ 773,971

Note 6: Long-Term Debt

Changes in Long-Term Debt - Governmental Activities

The following is a schedule of changes in long-term debt of the entity for the fiscal year ended June 30, 2010:

	Balance July 1, 2009	Additions	Deletions	Balance June 30, 2010	Due Within One Year
Towngate Community Facilities District No. 87-1:					
2007 Towngate Special Tax Refunding Bonds	$ 10,090,000	$ -	$ (600,000)	$ 9,490,000	$ 630,000
2007 Towngate Improvement Tax Refunding	3,855,000	-	(190,000)	3,665,000	195,000
Community Facilities District No. 3:					
Auto Mall Special Tax Bonds	3,320,000	-	(950,000)	2,370,000	1,045,000
Moreno Valley Public Facilities Financing Refunding Certificates of Participation, Series 1997	5,470,000	-	(595,000)	4,875,000	615,000
Moreno Valley Public Financing Authority:					
Lease Revenue Bonds, 1997	3,900,000	-	(195,000)	3,705,000	205,000
Lease Revenue Bonds, 2005	41,305,000	-	(805,000)	40,500,000	840,000
City:					
Accrued Self-Insurance Claims and Judgments	3,533,000	994,223	(907,223)	3,620,000	359,000
Other Post Employment Benefits	-	5,790,277	(9,426,914)	-	-
Compensated Absences:					
Governmental Funds	4,099,558	4,079,196	(4,099,558)	4,079,196	1,944,551
Internal Service Funds	474,747	286,081	(212,262)	548,566	206,470
Child Development Portable Classrooms	41,098	-	(24,658)	16,440	16,440
Community Redevelopment Agency:					
Notes Payable, Price Company	2,234,084	-	(210,436)	2,023,648	-
RDA – 2007 Tax Allocation Bonds Series A	42,725,000	-	(120,000)	42,605,000	130,000
Totals	$ 121,047,487	$ 5,359,500	$ (8,909,137)	$ 117,497,850	$ 6,186,461

2007 Towngate Special Tax Refunding Bonds

Towngate CFD 87-1 2007 Special Tax Refunding Bonds in the original issue of $10,665,000 were issued in November 2007 to refund prior bonds currently outstanding, to fund a reserve for the bonds and to pay issuance costs. The bonds mature in serial fashion through December 1, 2021 and bear interest ranging from 3.50% to 5.00%. The bonds are subject to both optional and mandatory redemption prior to maturity beginning on December 1, 2017. The bonds are payable from and secured by a special tax levy against certain affected parcels within the District. Under an arrangement (Participation Agreement) involving the District, the City and the City's Redevelopment Agency, the required tax levy may be reduced in part by the reimbursable tax increment and utility reimbursements from the Agency. This refinancing decreased the aggregate debt service payments that were required on the Refunded Bonds by approximately $3,650,042. This refunding resulted in an economic gain of approximately $1,061,603.

Note 6: Long-Term Debt (Continued)

2007 Towngate Improvement Tax Refunding Bonds

CFD 87-1 Improvement Area No. 1 Special Tax Refunding Bonds in the original issue of $4,075,000 were issued in November 2007 to refund prior bonds currently outstanding, to fund a reserve for the bonds and to pay issuance costs. The bonds mature in serial fashion through October 1, 2023 and bear interest ranging from 3.75% to 4.875%. The bonds are subject to both optional and mandatory redemption prior to maturity beginning on April 1, 2009. The bonds are payable from and secured by a special tax levy against certain affected parcels within the District. Under an arrangement (a Cooperation and Reimbursement Agreement) involving the District, the City and the City's Redevelopment Agency, the required tax levy may be reduced in part by a reimbursable tax increment from the Agency to a maximum of 70.3% of required debt service. This refinancing increased the aggregate debt service payments that were required on the Refunded Bonds by approximately $984,049. This refunding resulted in an economic gain of approximately $465,301.

Auto Mall Special Tax Bonds

Community Facilities District No. 3, Auto Mall Special Tax Bonds 2000, Refinancing in March 2000, the Community Facilities District No. 3 of the City of Moreno Valley issued Special Tax Bonds 2000 (Refinancing Bonds) in the amount of $8,075,000 to refund on June 1, 2000 $7,828,258 of outstanding Auto Mall Special Tax Bonds (Refunded Bonds). The Refinancing Bonds mature in serial and term fashion through September 2030 and bear interest payable semi-annually at rates ranging from 5.25% to 7.50%. The bonds are subject to optional and mandatory redemption prior to maturity beginning September 1, 2010. The bonds are payable from and secured by a special tax levy against parcels within the District. Under an arrangement (Owner Participation Agreement) involving the parcel owners, the District, the City and the City's Redevelopment Agency, the required tax levy is to be offset by available property tax increment from the Agency. Should available increment be insufficient to offset the levy, available project sales tax collected by the City will be used. This refinancing increased the aggregate debt service payments that were required on the Refunded Bonds by approximately $3,100,000 and produced an economic loss (the excess of the present value of the new over old debt service payments) of approximately $418,000. The refinancing was undertaken to cure a debt service payment default that had occurred on the now refunded bonds. Special tax delinquencies were the primary cause of the default.

Refunding Certificates of Participation, Series 1997

Refunding Certificates of Participation (City Hall) Series 1997 in the original issue of $10,955,000, with a variable interest rate due through 2016, were issued to advance refund $10,180,000 of outstanding 1995 Certificates of Participation. The source of repayment for the Certificates is lease payments to be made by the Moreno Valley Public Facilities Financing Corporation whereby scheduled lease payments equal the amount of principal and interest due on the Certificates. The City has the option to convert the variable rate certificates at any time. The Refunding Certificates are subject to purchase on the demand of the holder while they are outstanding at a variable rate upon seven days notice. Payment of these demand certificates shall be made from the proceeds of the resale of such certificates by the City's remarketing agent. Should there be insufficient funds from this source, funds will be made available from an irrevocable bank letter of credit. The letter of credit is valid through the date the Certificates bear interest at a fixed rate or May 1, 2007. Repayment of the letter of credit shall occur from any available funds with the trustee of the issue, including the scheduled lease payments of the City.

Lease Revenue Bonds, 1997

Lease Revenue Bonds 1997 in the original issue amount of $5,300,000 were issued for the purpose of financing a portion of the cost of acquiring and constructing a public safety building for City use, to fund a reserve for the bonds and to pay issuance costs. The bonds mature in serial and term fashion through November 1, 2022 and bear interest ranging from 4.15% to 5.50%. The bonds are subject to both optional and mandatory redemption prior to maturity beginning on November 1, 2007. The bonds are payable from lease, payments made by the City under a project lease dated November 1, 1997 between the City and the MVPFA. The lease payments are equal to the principal and interest on the bonds and are made by the City for the rental use of the public safety building financed by this bond issue. This issue is fully insured in the event of nonpayment by the City.

Note 6: Long-Term Debt (Continued)

Lease Revenue Bonds, 2005

Lease Revenue Bonds 2005 in the original issue amount of $48,205,000 were issued for the purpose of financing a portion of the cost of the expansion of the public safety building, electric utility infrastructure, construction of a fire station, various public works and redevelopment projects, to fund a reserve for the bonds and to pay issuance costs. Of the $48,205,000 originally issued, the portion for the electric utility infrastructure $4,910,000 has been separated and is shown as long-term debt for business-type activities. The bonds mature in serial and term fashion through November 1, 2035 and bear interest ranging from 3% to 4.375%. The bonds are subject to both optional and mandatory redemption beginning November 1, 2006. The bonds are payable from lease payments made by the City under a project lease dated May 1, 1997, between the City and the MVPFA. The lease payments are equal to the principal and interest on the bonds and are made by the City as rent for use of the Public Safety Building and the City Hall. This issue is fully insured in the event of nonpayment by the City.

Compensated Absences

At June 30, 2010, the amount of compensated absences liability was $4,627,762. This amount consists of $4,079,196 for governmental funds, principally paid by the general fund, and $548,566 for internal service funds.

Portable Classroom Loans

In January 1999, the City entered into two agreements with the California Department of Education to finance the purchase and construction of two portable classrooms. Under the terms of the agreements, the City was granted two non-interest bearing loans totaling $246,585. The loans are payable in monthly installments of $2,055 beginning February 2001, for 10 years. The amount outstanding as of June 30, 2010 was $16,440.

Note Payable - Price Company

The Redevelopment Agency had recorded a long-term payable in the original amount of $2,433,744 under a development and disposition agreement and promissory note with Price Company for the reimbursement of costs of construction of a 130,000-square-foot retail store. The note bears interest at 8% per annum and is payable solely from 50% of site-generated sales tax. Any remainder payable after September 2015 will be forgiven. The amount outstanding as of June 30, 2010 was $2,023,648.

RDA 2007 Tax Allocation Bonds Series A

Redevelopment Agency 2007 Tax Allocation Bonds, Series A, in the original issue amount of $43,495,000 were issued in November 2007 for the purpose of financing various redevelopment activities and other undertakings permitted under the Redevelopment Law, to fund a reserve for the bonds and to pay issuance costs. The bonds mature in serial and term fashion through August 1, 2038 and bear interest ranging from 3.5% to 5.0%. The bonds are subject to both optional and mandatory redemption prior to maturity beginning on August 1, 2017. The bonds are payable solely from Tax Increment Revenues and other funds and amounts pledged therefore pursuant to the Indenture. This issue is fully insured in the event of nonpayment by the Agency.

Conduit Debt

The Moreno Valley Public Financing Authority issued $5,548,000 Assisted Living Housing Revenue Bonds, Series 2000A. The bonds and interest thereon are limited obligations of the issuer, payable solely from the revenues and the trust estate, which are assigned and pledged to such purposes. Consequently, no liability is reported in these accompanying financial statements. The outstanding balance at June 30, 2010 was $5,288,000.

No-Commitment Debt

Assessment District No. 87-4, Limited Obligation Improvement Bonds, in the original issue amount of $6,858,539, were issued for the purpose of acquiring infrastructure improvements and financing landscaping for one of the City's districts. The bonds mature in serial fashion through September 2, 2009 and bear interest, payable semi-annually, at rates ranging from 6.4% to 7.8%. The bonds are subject to optional redemption prior to maturity for denominations greater than $5,000. The bonds matured on September 2, 2009; therefore there is no outstanding balance as of June 30, 2010.

Note 6: Long-Term Debt (Continued)

The Community Facilities District No. 5 of the City of Moreno Valley 2007 Special Tax Bonds were issued to finance various public improvements needed to develop property located within the Community Facilities District No. 5 ("District"). The original issue amount was $5,870,000. The Bonds are special limited obligations of the District and are payable solely from revenues derived from certain annual Special Taxes to be levied on and collected from the owners of the taxable land within the District and from certain other funds pledged under the Fiscal Agent Agreement dated May 1, 2007 by and between the City for and on behalf of the District and Wells Fargo Bank, National Association, as fiscal agent. The Special Taxes are to be levied according to the rates and method of apportionment approved by the City Council, the legislative body of the District, and the qualified electors within the District. Except for the Special Taxes, no other taxes are pledged to the payment of the Bonds. The City is in no way liable for repayment but is acting as an agent for the property owners in collecting the assessments and forwarding the collections to bondholders. Interest on the Bonds will be payable on September 1, 2007 and semiannually thereafter on each March 1 and September 1 thru 2037. Interest rates range from 4.00% to 5.00%. Principal on the Bonds is due each September 1 beginning 2009 and ending 2037. The outstanding balance at June 30, 2010 was $5,855,000.

The annual maturities and the annual debt service requirements to amortize the outstanding debt as of June 30, 2010 are as follows:

	Moreno Valley Public Financing Authority		Community Facilities Districts	
	Principal	Interest	Principal	Interest
Year Ending June 30,				
2011	$ 1,045,000	$ 1,995,206	$ 1,870,000	$ 678,895
2012	1,100,000	1,943,313	875,000	610,279
2013	1,145,000	1,888,991	905,000	577,338
2014	1,210,000	1,831,775	940,000	542,291
2015	1,270,000	1,774,078	985,000	503,538
2016 – 2020	7,265,000	7,906,389	5,655,000	1,785,654
2021 – 2025	8,335,000	6,000,924	3,565,000	551,035
2026 – 2030	9,035,000	4,070,136	580,000	173,252
2031 – 2035	11,245,000	1,830,610	150,000	5,625
2036	2,555,000	55,891	-	-
Totals	$ 44,205,000	$ 29,297,313	$ 15,525,000	$ 5,427,907

	Moreno Valley Public Facilities Financing Corporation		City of Moreno Valley	
	Principal	Interest	Principal	Interest
Year Ending June 30,				
2011	$ 615,000	$ 137,025	$ 16,440	$ -
2012	645,000	118,125	-	-
2013	665,000	98,475	-	-
2014	695,000	78,075	-	-
2015	725,000	56,775	-	-
2016 - 2017	1,530,000	46,350	-	-
Totals	$ 4,875,000	$ 534,825	$ 16,440	$ -

Note 6: Long-Term Debt (Continued)

Annual maturities and the annual debt service requirements (Continued):

	Community Redevelopment Agency	
	Principal	Interest
Year Ending June 30,		
2011	$ 130,000	$ 2,050,284
2012	210,000	2,043,484
2013	220,000	2,034,884
2014	230,000	2,025,884
2015	230,000	2,017,259
2016 – 2020	1,255,000	9,948,953
2021 – 2025	4,930,000	9,456,242
2026 – 2030	9,595,000	7,659,803
2031 – 2035	12,850,000	4,923,750
2036 – 2039	12,955,000	1,335,125
Totals	$ 42,605,000	$ 43,495,668

The above schedules do not include the long-term debt for compensated absences nor maturities for the Community Redevelopment Agency Price Company Notes Payable, as fixed maturities have not been established.

Changes in Long-Term Debt - Business-Type Activities

The following is a schedule of changes in business-type activities long-term debt of the entity for the fiscal year ended June 30, 2010:

	Balance July 1, 2009	Additions	Deletions	Balance June 30, 2010	Due Within One Year
Electrical Cabinet Capital Leases	$ 102,551	$ -	$ (66,147)	$ 36,404	$ 33,922
Lease Revenue Bonds, 2005	5,010,000	-	(100,000)	4,910,000	100,000
Lease Revenue Bonds, 2007	25,765,000	-	(390,000)	25,375,000	405,000
Less Deferred Issuance	(306,461)	-	10,945	(295,516)	-
Long-term Compensated	47,100	38,341	(52,652)	32,789	32,789
Totals	$ 30,618,190	$ 38,341	$ (597,854)	$ 30,058,677	$ 571,711

Electrical Cabinets Capital Lease

Between January 2004 and August 2006, the City entered into nine separate lease purchase agreements to lease electrical cabinets in the amount of $65,000 each. The term of each lease is for 60 months. The outstanding balance as of June 30, 2010 was $36,404.

Lease Revenue Bonds, 2005

Lease Revenue Bonds 2005 in the original issue amount of $48,205,000 were issued for the purpose of financing a portion of the cost of the expansion of the public safety building, electric utility infrastructure, construction of a fire station, various public works and redevelopment projects, to fund a reserve for the bonds and to pay issuance costs. Of the $48,205,000 originally issued, the portion for the electric utility infrastructure ($5,105,000) has been separated and is shown as long-term debt for business-type activities. The bonds mature in serial and term fashion through November 1, 2035 and bear interest ranging from 3% to 4.375%. The bonds are subject to both optional and mandatory redemption beginning November 1, 2006. The bonds are payable from lease payments made by the City under a project lease dated May 1, 1997, between the

Note 6: Long-Term Debt (Continued)

Lease Revenue Bonds, 2005 (Continued)

City and the MVPFA. The lease payments are equal to the principal and interest on the bonds and are made by the City as rent for use of the Public Safety Building and the City Hall. This issue is fully insured in the event of nonpayment by the City.

Lease Revenue Bonds, 2007

Lease Revenue Bonds 2007 (Taxable) in the original issue amount of $25,765,000 were issued for the purpose of financing a City-owned 115kV to 12kV substation, a 115kV to 12kV switchyard adjacent to the substation, and other infrastructure improvements to support planned growth of the City-owned electrical distribution system. The bonds mature in serial and term fashion through May 1, 2038 and bear interest ranging from 5.084% to 5.75%. The bonds are subject to both optional and mandatory redemption beginning May 1, 2017. The bonds are payable from lease payments made by the City under a project lease dated May 1, 2007, between the City and the MVPFA. The lease payments are equal to the principal and interest on the bonds and are made by the City as rent for use of the 115kV to 12kV substation. This issue is fully insured in the event of nonpayment by the City.

Compensated Absences

At June 30, 2010, the amount of compensated absences liability totaled $32,789. Based on the current trend of usage, this entire amount is expected to be paid within one year.

The annual maturities and the annual debt service requirements to amortize the outstanding debt as of June 30, 2010 were as follows:

	Electrical Cabinets Capital Lease	
Year Ending June 30,	Principal	Interest
2011	$ 33,922	$ 1,078
2012	2,482	18
Totals	$ 36,404	$ 1,096

	Lease Revenue Bonds, 2005		Lease Revenue Bonds, 2007	
	Principal	Interest	Principal	Interest
Year Ending June 30,				
2011	$ 100,000	$ 218,212	$ 405,000	$ 1,421,974
2012	105,000	213,337	430,000	1,401,383
2013	110,000	208,237	450,000	1,379,522
2014	120,000	202,762	475,000	1,356,644
2015	125,000	197,262	495,000	1,332,495
2016 – 2020	705,000	896,360	2,895,000	6,249,352
2021 – 2025	875,000	716,170	3,785,000	5,360,444
2026 – 2030	1,100,000	493,460	4,965,000	4,181,027
2031 – 2035	1,360,000	221,594	6,565,000	2,586,638
2036 - 2038	310,000	6,781	4,910,000	575,288
Totals	$ 4,910,000	$ 3,374,175	$ 25,375,000	$ 25,844,767

Note 6: Long-Term Debt (Continued)

Annual maturities and the annual debt service requirements (Continued):

These schedules do not include the long-term debt for compensated absences, as fixed maturities have not been established.

Note 7: Interfund Receivables, Payables and Transfers

a. Due To/From Other Funds

Funds	Interfund Receivables	Interfund Payables
Major Governmental Funds:		
General Fund	$ 7,005,998	$ -
Special Revenue Funds:		
CSD Zones	197,320	3,371,652
Development Impact Fees	1,760,878	-
Capital Projects Fund:		
Community Redevelopment Agency	4,500	1,927,292
Debt Service Fund:		
Community Redevelopment Agency	-	4,713
Nonmajor Governmental Funds	90,291	3,755,330
Totals	$ 9,058,987	$ 9,058,987

The City of Moreno Valley utilizes the State of California Local Agency Investment Fund (LAIF) as a short-term investment tool. In June 2006, the General Fund LAIF account reached the LAIF threshold and as an alternative for investing, the remaining funds were loaned to CSD Zone A, in the CSD Zones Fund, and the Community Redevelopment Agency Capital Projects Fund for investment into LAIF. The amounts of the loans outstanding at June 30, 2010 were $3,281,361 and $1,927,292, respectively.

The General Fund has made short-term loans to the following funds to eliminate negative cash balances:

Law Enforcement Fund	$ 326,907
Community Development Block Grant Fund	358,355
Used Oil Recycling Fund	11,593
Storm Water Maintenance Fund	66,020
Emergency Management Preparedness Grant Fund	34,948
Box Springs Water EPA Grant Fund	59,665
TRI 16-06-1 Targeted Rubberized Fund	26,474
Neighborhood Stabilization Program Fund	772,778
FHWA Transims Fund	12,642
ETA Job Training Grant Fund	20,225
Homelessness Prevention Program	100,636
Energy Efficiency & Conservation Block Grant	133
Automall Capital Administration	2,256

The General Fund made a short-term loan of $4,713 to the Community Redevelopment Agency Debt Service Fund for interest charges that were not yet paid as of year-end.

Note 7: Interfund Receivables, Payables and Transfers (Continued)

a. Due To/From Other Funds (Continued)

The Community Services District, CSD Zone A, made a short-term loan of $197,320 to the ASES Program Grant Fund to eliminate negative cash.

The Development Impact Fees Fund, Arterial Streets, made a short-term loan of $1,760,878 to the TUMF Capital Projects Fund to eliminate negative cash.

The Special District Administration Fund made a short-term loan of $90,291 to the Community Services District, CSD Zone B, for operating activities.

The Community Redevelopment Agency Capital Projects Fund made a loan to the Warner Ranch Capital/Development Projects Fund to finance Warner Ranch alleyway improvements. The total outstanding loan is $4,500. The loan was made in 1995-1996. Repayments are made annually and will be complete in 2010-2011.

b. Advances To/From Other Funds

Funds	Advances Receivable	Advances Payable
Major Governmental Funds:		
General Fund	$ 57,852,991	$ -
Capital Projects Fund:		
Community Redevelopment Agency	3,564,945	-
Debt Service Fund:		
Community Redevelopment Agency	220,500	61,417,936
Nonmajor Governmental Funds	580,657	-
Proprietary Fund:		
Electric	-	801,157
Totals	$ 62,219,093	$ 62,219,093

The long-term payable to the General Fund from the Community Redevelopment Agency Debt Service Fund includes $652,248 representing monies borrowed in prior fiscal years by the Agency to finance redevelopment activities. The monies loaned to the Agency bear an interest rate of 12%. Repayment of the long-term payable will be made when funds becomes available. At June 30, 2010, accrued interest amounts to $218,760.

The City purchased the Towngate Regional Mall - Department Store Parcel Acquisition Notes for $5,000,000. The notes, totaling $13,000,000, originate from a participation agreement (as amended) whereby the Community Redevelopment Agency acquired certain parcels within the mall for subsequent transfer to major tenants. The notes bear interest at 7.25% and are payable solely from available site-generated property tax increment and up to 50% of site-generated sales tax. Furthermore, the Community Redevelopment Agency has covenanted to use reasonable best efforts to refinance these notes with Tax Allocation Bonds, provided such financing is determined to be fiscally feasible. At June 30, 2010, accrued interest amounts to $4,489,369.

Note 7: Interfund Receivables, Payables and Transfers (Continued)

b. Advances To/From Other Funds (Continued)

The Community Redevelopment Agency purchased improved property from the City – the Conference and Recreation Center. The purchase price was $14,203,946. The loan note is $11,474,822 after the initial payments of $2,700,000 and $29,124. The term is 20 years with 12% simple interest. The Agency will make interest only annual payments with a balloon payment due at the end of the term. At June 30, 2010, accrued interest amounts to $5,517,792.

Community Redevelopment Agency 2007 Series B, Subordinate Taxable Tax Allocation Bonds in the original issue amount of $22,500,000 were issued in November 2007. All of the bonds were purchased by the General Fund. The General Fund will make a reservation of fund balance for these bonds. The proceeds of the bonds will remain unspent pending the outcome of litigation between the Agency and the County of Riverside concerning the interpretation of a pass-through agreement between the Agency and the County. The Agency will pay interest only debt service payments to the General Fund. The interest rate is variable and is expected to approximate a rate of return the Agency achieves from investing the bond proceeds. During the year, the amount of interest earned and paid to the City was $457,378. If the Agency is successful in its litigation, it would begin receiving additional tax increment revenue to pay all or part of the debt service on the bonds. At that point, the bonds will be remarketed within five years and the proceeds used for the purpose of financing various redevelopment improvement projects. The bonds may be redeemed in total or in part at any time.

In June 2007, The Community Redevelopment Agency Capital Projects Fund, Low and Moderate Income Housing, advanced to the Community Redevelopment Agency Debt Service Fund, Tax Increment, $4,157,976 to finance the purchase of certain properties. Repayments will be made annually based on the Agency's approximate average investment returns on monies. The outstanding balance as of June 30, 2010 is $3,564,945.

The Community Redevelopment Agency Capital Projects Fund advanced $300,000 to the Electric Fund for construction of electrical infrastructure. The loan has a ten year term and a five percent annual interest rate. The outstanding balance as of June 30, 2010 is $220,500.

The Special Districts Administration Fund has loaned $580,657 to the Electric Fund for start-up costs. The loan will be repaid when revenue becomes available.

c. Interfund Transfers

Funds	Transfers In	Transfers Out
Major Governmental Funds:		
General Fund	$ 7,330,279	$ 2,710,323
Special Revenue Funds:		
CSD Zones	923,188	866,129
Development Impact Fees Fund	8,774,196	5,263,145
Capital Projects Fund:		
Community Redevelopment Agency	2,025,689	-
Debt Service Fund:		
Community Redevelopment Agency	4,237	3,594,069
Nonmajor Governmental Funds	10,265,345	13,673,296
Proprietary Funds:		
Electric	-	225,192
Internal Service Funds	100,000	3,090,780
Totals	$ 29,422,934	$ 29,422,934

Note 7: Interfund Receivables, Payables and Transfers (Continued)

c. Interfund Transfers (Continued)

The General Fund transferred a total of $2,342,238 to several funds to provide subsidies to cover the operating deficits.

The transfer amounts by fund are as follows:

State Gasoline Tax Fund	$1,000,000
CSD Zones Fund, Zone A	289,819
CSD Zones Fund, Library Services	424,915
Public Education/Government Access Program Fund	300,000
Emergency Management Preparedness Grant Fund	32,967
Storm Water Maintenance Fund	181,978
NPDES CSA Fund	112,559

The General Fund transferred $103,400 to CSD Zones Fund, Zone M, for median maintenance.

The General Fund transferred $1,232 to the Used Oil Recycling Fund to subsidize grant operating expenditures.

The General Fund transferred $2,284 to the TCA2-06-022 Local Government Waste TI Fund to subsidize grant operating expenditures.

The General Fund transferred $254,169 to the Public Safety Lease Revenue Bonds 1997 Debt Service Fund for debt obligations for the fiscal year.

The General Fund transferred $7,000 to the Community Redevelopment Agency Capital Projects Fund, Low and Moderate Income Housing, for neighborhood cleanup funding.

The CSD Zones Fund, Zone A, transferred $817,414 to the General Fund for a return of unused operating subsidies.

The CSD Zones Fund, Zone E, transferred $48,715 to the NPDES CSA Fund for parcel fees collected.

The Development Impact Fees Fund, Arterial Streets, transferred the amount of $1,118,050 to the Lease Revenue Bonds 2005 Debt Service Fund for debt service for the fiscal year.

The Development Impact Fees Fund, Fire Facility, transferred the amount of $257,328 to the Lease Revenue Bonds 2005 Debt Service Fund for debt service for the fiscal year.

The Development Impact Fees Fund, Police Facility, transferred the amount of $675,493 to the Lease Revenue Bonds 2005 Debt Service Fund for debt service for the fiscal year.

During the 2009-2010 budget process and subsequently, Arterial Streets Development Impact Fees were committed to supporting several capital projects. Transfers totaling $1,837,894 were made to the DIF Capital Projects Fund for these commitments:

Reche Vista Realignment – Perris / Heacock North City Limits	$500,000
Perris Blvd Widening-Ramona to Cactus	704,078
Perris Blvd Widening - Ironwood to Manzanita	500,000
Kitching Storm Channel Bridge	133,816

During the 2009-2010 budget process and subsequently, Traffic Signal Development Impact Fees were committed to supporting several capital projects. Transfers totaling $1,374,380 were made to the DIF Capital Projects Fund for these commitments:

Emergency Vehicle Pre-Emption	$1,000,000
Sunnymead Ranch/Village Road Traffic Signal	272,000
Transportation Management Center	102,380

Note 7: Interfund Receivables, Payables and Transfers (Continued)

c. Interfund Transfers (Continued)

The Community Redevelopment Agency Debt Service Fund transferred a total of $1,575,380 to fund the following debt service obligations:

2007 Towngate Refunding Debt Service Fund	$ 373,011
2007 Towngate Improvement Refunding Debt Service Fund	274,598
Lease Revenue Bonds 2005 Debt Service Fund	592,646
Public Safety Bond Debt Service Fund	150,000
Auto Mall Special Tax Bonds Debt Service Fund	185,125

The Community Redevelopment Agency Debt Service Fund transferred a total of $704,381 to the Community Redevelopment Agency Capital Project Fund, Administration, for administration costs.

The Community Redevelopment Agency Debt Service Fund transferred a total of $1,314,308 to the Community Redevelopment Agency Capital Project Fund, Capital Projects, for capital projects costs.

The State Gasoline Tax Fund transferred $1,000,000 to the General Fund to return an unused portion of operating subsidies.

The Law Enforcement Fund, LLEBG-PD, transferred a total of $312,073 to the General Fund to return an unused portion of a grant subsidy.

The Law Enforcement Fund, OTS Public Works, transferred a total of $34,887 to the General Fund, Fire Service Operations, for reimbursement of equipment purchased.

The 2007 Towngate Improvement Refunding Debt Service Fund transferred $15,700 to the Towngate Capital/Administration Fund for reimbursement of administrative and fiscal charges.

The 2007 Towngate Refunding Debt Service Fund transferred $139,750 to the Towngate Capital/Administration Fund for reimbursement of administrative and fiscal charges.

The Auto Mall Special Tax Bonds Debt Service Fund transferred $76,000 to the Auto Mall Capital/Administration Fund for reimbursement of administrative and fiscal charges.

The City Hall Capital/Administration Fund transferred $2,476,741 to the General Fund to return an unused portion of project subsidies.

The City Hall Capital/Administration Fund transferred $419,837 to the Development Impact Fees Fund, Parkland Facility, to return an unused portion of project subsidies.

The City Hall Capital/Administration Fund transferred $100,000 to the Internal Service Fund, Facilities Maintenance, to return an unused portion of Emergency Operations Center project subsidy.

The Lease Revenue Bonds 2005 Capital Projects Fund transferred $742 to the Lease Revenue Bonds 2005 Debt Service Fund for arbitrage payments.

The Public Education/Government Access Program Fund transferred a total of $339,150 to the General Fund to return an unused portion of operating subsidies.

The Used Oil Recycling Fund transferred a total of $369 to reimburse the General Fund for grant expenditures.

Note 7: Interfund Receivables, Payables and Transfers (Continued)

c. Interfund Transfers (Continued)

The Community Development Block Grant Fund transferred a total of $5,053 to reimburse the General Fund for grant expenditures.

The SCAG Article 3 Fund transferred a total of $376,984 to the Measure A Fund to return an unused portion of operating subsidies.

The Parks and Community Services PAL Grant Fund transferred a total of $17,414 to the CSD Zones Fund, Zone A Parks, to return an unused portion of a project subsidy.

The COP 1993 Debt Service Fund transferred a total of $421,959 to the Development Impact Fees Fund, Arterial Streets, to return an unused portion of a project subsidy.

The DIF Capital Project Fund transferred a total of $5,804,589 to the Development Impact Fees Fund, Arterial Streets, to return unused portions of project subsidies.

The DIF Capital Project Fund transferred a total of $2,127,811 to the Development Impact Fees Fund, Traffic Signals, to return unused portions of project subsidies.

The Box Springs Water EPA Grant transferred a total of $4,237 to the Community Redevelopment Agency Debt Service Fund to return an unused portion of a project subsidy.

The Electric Fund transferred $225,192 to reimburse the General Fund for litigation expenditures.

The City Hall Facility Internal Service Fund transferred $883,740 to the City Hall COPs Series 1997 Debt Service Fund to fund the debt service obligation.

The Equipment Replacement Reserve Internal Service Fund transferred a total of $2,114,400 to the General Fund for replacement of various equipment.

The Equipment Replacement Reserve Internal Service Fund transferred a total of $87,640 to the CSD Zones Fund, Zone A, for replacement of various equipment.

The Technology Services Internal Service Fund transferred a total of $5,000 to the General Fund for replacement of radio equipment for Emergency Operations/Volunteer Services.

Note 8: Employee Pension Plan

Plan Description

The City's defined benefit pension plan, Public Employees Retirement System (PERS), provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. PERS is part of the Public Agency portion of the California Public Employees Retirement System (CalPERS), an agent multiple-employer plan administered by CalPERS, which acts as a common investment and administrative agent for participating public employers within the State of California. A menu of benefit provisions, as well as other requirements, are established by state statutes within the Public Employees' Retirement Law. The City selects optional benefit provisions from the benefit menu by contract with CalPERS and adopts those benefits through local ordinance. CalPERS issues a separate comprehensive annual financial report. Copies of the CalPERS annual financial report may be obtained from the CalPERS Headquarters, 400 Q Street, Sacramento, California 95811.

Note 8: Employee Pension Plan (Continued)

Funding Policy

Active plan members in PERS are required to contribute 8.00% of their annual covered salary as of January 2008. The City is required to contribute the actuarially determined remaining amounts necessary to fund the benefits for its members. The actuarial methods and assumptions used are those adopted by the CalPERS Board of Administration. The required employer contribution rate is 14.969% for fiscal year 2009-2010. The contribution requirements of the plan members are established by state statute and the employer contribution rate is established and may be amended by CalPERS.

Annual Pension Cost

For fiscal year 2009-2010, the City's annual pension cost was $5,233,518. The City also contributed $1,783,649 on behalf of the employees for the employee contribution. The required contribution for the fiscal year 2009-2010 was determined as part of the June 30, 2007 actuarial valuation using the entry age normal actuarial cost method with the contributions determined as a percent of pay. The actuarial assumptions included: a) 7.75% investment rate of return (net of administrative expenses), b) projected salary increases for employees that vary by duration of service ranging from 3.55% to 14.45% for miscellaneous members, and c) 3.25% cost-of-living adjustment. Both a) and b) include an inflation component of 3.00%. The actuarial value of PERS assets was determined using a technique that smoothes the effect of short-term volatility in the market value of investments over a 15-year period. The PERS unfunded actuarial accrued liability (or excess assets) is being amortized as a level percentage of projected payroll on a closed basis. The remaining amortization period at June 30, 2010 was 25 years.

Ended June 30,	Pension Cost (APC)	Percentage of APC Contributed	Pension Obligation
2008	$ 4,374,893	100 %	$ -
2009	4,438,856	100 %	-
2010	5,233,518	100 %	-

Required Supplementary Information – Funded Status of Plan

Latest Information Available

Valuation Date	Entry Age Normal Accrued Liability	Actuarial Value Of Assets	Unfunded Liability	Funded Ratio	Annual Covered Payroll	UAAL as Percent of Payroll
06/30/07	$ 75,316,003	$ 58,733,315	$ 16,582,688	78.0 %	$ 26,023,541	63.7%
06/30/08	90,939,749	69,197,682	21,742,067	76.1 %	30,739,388	70.7%
06/30/09	109,758,482	78,175,287	31,583,195	71.2 %	26,384,952	119.7 %

The Funded Status of Plan schedule above shows the recent history of the actuarial value of assets, actuarial accrued liability, their relationship, and the relationship of the unfunded actuarial accrued liability to payroll. The Funded Status of Plan schedule, presented above, presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liability for benefits.

Note 9: Other Post Employment Benefits (OPEB)

Plan Description

The City's defined benefit postemployment healthcare plan provides a portion of certain health care for retired employees. In accordance with City policy, employees who retire directly from the City under CalPERS (age 50 and 5 years of CalPERS service or disability) and are not temporary employees, are eligible for these benefits. In June 2009,

Note 9: Other Post Employment Benefits (OPEB) (Continued)

Plan Description (Continued)

the City established an irrevocable trust fund to begin funding the City's unfunded liability through the California Employers' Retiree Benefit Trust (CERBT), an agent multiple-employer plan administered by California Public Employees' Retirement System (CalPERS), which acts as a common investment and administrative agent for participating public employers within the State of California. A menu of benefit provisions, as well as other requirements, are established by state statutes within the Public Employees' Retirement Law. The City selects optional benefit provisions from the benefit menu by contract with CalPERS and adopts those benefits through local ordinance. CalPERS issues a separate comprehensive annual financial report. Copies of the CalPERS annual financial report may be obtained from the CalPERS Headquarters, 400 Q Street, Sacramento, California 95811.

Funding Policy

The contribution requirements of plan members and the City are established and may be amended by City Council. The City is required to contribute the Annual Required Contribution (ARC) of the employer, an amount actuarially determined in accordance with the parameters of GASB Statement 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities over a period not to exceed thirty years. The current ARC rate is 7.75% of the annual covered payroll.

Annual OPEB Cost

For fiscal year 2009-2010, the City's annual OPEB cost was $1,425,000. The required contribution for the fiscal year was determined as part of the June 30, 2009 actuarial valuation using the entry age normal actuarial cost method. The actuarial assumptions included: a) 7.75% investment rate of return (net of administrative expenses), and b) projected salary increases for employees of 3.25%, and c) an annual healthcare cost increase of 4.5%. Both a) and b) include an inflation component of 3.00%.

The following table shows the components of the City's annual OPEB cost for the year, the amount actually contributed to the plan, and changes in the City's net OPEB obligation for these benefits:

Annual required contribution	$1,631,000
Interest on net OPEB obligation	230,000
Administrative expenses	(2)
Adjustment to annual required contribution	(435,998)
Annual OPEB cost (expense)	1,425,000
Contributions (including premiums/benefits paid)	(1,425,000)
Increase in net OPEB obligation	-
Net OPEB obligation – beginning of year	-
Net OPEB obligation – end of year	$ -

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information on the next page, presents multi-year trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for the benefits.

Note 9: Other Post Employment Benefits (OPEB) (Continued)

Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing the benefit costs between employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the efforts of short-term volatility in actuarial accrued liabilities and the actuarial assets, consistent with the long-term perspective of the calculations.

The City's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for the current and two preceding fiscal years were as follows:

Fiscal Year Ending	Annual OPEB Cost (AOC)	Percentage of OPEB Cost Contributed	Net OPEB Obligation
06/30/08	*	*	*
06/30/09	$ 1,785,573	100 %	-
06/30/10	1,425,000	100 %	-

* The information for the preceding year is unavailable. GASB 45 was implemented in fiscal year 2008-2009.

Required Supplementary Information – Funded Status of Plan

Latest Information Available

Valuation Date	Actuarial Accrued Liability	Actuarial Value Of Assets	Unfunded Liability	Funded Ratio	Annual Covered Payroll	UAAL as Percent of Payroll
06/30/07	*	*	*	*	*	*
06/30/08	$ 9,338,000	-	$ 9,338,000	0 %	$ 29,794,978	31.3 %
06/30/09	9,480,000	1,580,000	9,480,000	0 %	28,530,000	33.2 %

Note 10: Prior Period Adjustments

(a) During the year ended June 30, 2010, the City combined the Fire Services Fund of $341,612 with the General Fund.

(b) During the year ended June 30, 2010, the City split the Civil Penalties Fund from the General Fund in the amount of $197,697. This was done to better identify the activities of the Civil Penalties Fund.

(c) During the year ended June 30, 2010, the City split the Emergency Services Agency Fines Fund from the General Fund in the amount of $184,674. This was done to better identify the activities of the Emergency Services Agency Fines Fund.

(d) During the year ended June 30, 2010, the City split the Community Redevelopment Capital Projects Fund into two funds: the Community Redevelopment Agency Capital Projects Fund and the Community Redevelopment Agency Debt Service Fund. This was done to better identify debt service activity for the Community Redevelopment Agency.

(e) During the year ended June 30, 2010, the City discovered the Used Oil Recycling revenue had previously been overstated by $44,475. To correct this oversight, an adjustment was made to reduce due from other governments and adjust beginning fund balance and government-wide beginning net assets..

(f) During the year ended June 30, 2010, the City discovered the CFD #4M Fund was improperly included in the CSD Zones Fund. To correct this oversight, an adjustment was made to remove the CFD #4M Fund from the CSD Zones Fund.

Note 10: Prior Period Adjustments (Continued)

(g) During the year ended June 30, 2010 the City discovered that CFD # 5 Stoneridge was incorrectly being reported as having a Debt Service and Capital Projects fund. As this debt issuance was a no-commitment debt, the City corrected the oversight by transferring the fund balance of the two funds, $457,457 and $714,279, respectively, to an agency fund.

(h) During the year ended June 30, 2010 the City discovered that certain capital assets were incorrectly reported in the Electric Utility Fund. To correct this oversight, an adjustment of $412,579 was made to the beginning net capital assets and the government-wide beginning net assets.

(i) During the year ended June 30, 2010 the City discovered that certain capital assets were incorrectly reported in the Technology Services Internal Service Fund and the Facilities Maintenance Internal Service Fund. To correct this oversight, adjustments of $164,018 were made to the beginning net capital assets and the government-wide beginning net assets.

(j) During the year ended June 30, 2010 the City discovered that certain capital assets were incorrectly reported. To correct this oversight, adjustments of $2,877,373 were made to beginning net capital assets and the government-wide beginning net assets.

Government-wide Financial Statements:	Governmental Activities	Business-Type Activities
Net assets at beginning of year, as previously reported	$ 895,366,510	$ 7,827,707
Adjustment (e)	(44,475)	-
Adjustment (g)	(457,457)	-
Adjustment (g)	(714,279)	-
Adjustment (h)	-	412,579
Adjustment (i)	(164,018)	-
Adjustment (j)	(2,877,373)	-
Net assets at beginning of year, as restated	$ 891,108,908	$ 8,240,286

Fund Financial Statements:	General Fund	Fire Services	Civil Penalties	Emergency Services Agency Fines
Governmental Funds:				
Fund balance at beginning of year, as previously reported	$ 51,854,582	$ 341,612	$ -	$ -
Adjustment (a)	341,612	(341,612)	-	-
Adjustment (b)	(197,697)	-	197,697	-
Adjustment (c)	(184,674)	-	-	184,674
Fund balance at beginning of year, as restated	$ 51,813,823	$ -	$ 197,697	$ 184,674

Note 10: Prior Period Adjustments (Continued)

Fund Financial Statements:	Community Redevelopment Capital Project	Community Redevelopment Debt Service	Used Oil Recycling	CSD Zones	CFD #4M Fund
Governmental Fund:					
Fund balance at beginning of year, as previously reported	$ 41,061,937	$ -	$ -	$ 8,565,310	$ -
Adjustment (d)	26,589,891	(26,589,891)	-	-	-
Adjustment (e)	-	-	(44,475)	-	-
Adjustment (f)	-	-	-	(60,782)	60,782
Fund balance at beginning of year, as restated	$ 67,651,828	$ (26,589,891)	$ (44,475)	$ 8,504,528	$ 60,782

Fund Financial Statements:	Stoneridge Capital/ Administration	CFD # 5 Stoneridge
Governmental Funds:		
Net assets at beginning of year, as previously reported	$ 457,457	$ 714,279
Adjustment (g)	(457,457)	(714,279)
Net assets at beginning of year, as restated	$ 0	$ 0

Fund Financial Statements:	Electric Utility
Proprietary Funds:	
Net assets at beginning of year, as previously reported	$ 7,827,707
Adjustment (h)	412,579
Net assets at beginning of year, as restated	$ 8,240,286

Fund Financial Statements:	Technology Services	Facilities Maintenance
Internal Service Funds:		
Net assets at beginning of year, as previously reported	$ 7,955,631	$ 11,862,815
Adjustment (i)	(163,356)	(662)
Net assets at beginning of year, as restated	$ 7,792,275	$ 11,862,153

Note 11: Fund Deficits

The following funds contained a deficit fund balance as of June 30, 2010:

Major Governmental Funds:	
Debt Service Funds:	
Community Redevelopment Agency	$ 33,335,207
Non-Major Governmental Funds:	
Special Revenue Funds:	
Child Care Grant Fund	$ 14,140
Used Oil Recycling	25,674
Storm Water Maintenance Recycling	19,170
TR116-06-1 Targeted Rubberized	26,474
Neighborhood Stabilization Program	848,212
FHWA TRANSIMS	24,333
ETA Job Training Grant	6,627
Capital Projects Funds:	
Auto Mall Capital/Administration	2,256
TUMF Capital Projects	640,714

The Community Redevelopment Agency Debt Service deficit fund balance is a result of the accumulation of advances from the General Fund for operating and capital expenditures.

The Child Care Grant, Used Oil Recycling, Storm Water Maintenance Recycling, TR1 16-06-1 Targeted Rubberized, Neighborhood Stabilization Program, FHWA TRANSIMS, ETA Job Training Grant, Auto Mall Capital/Administration, and TUMF Capital Projects Funds deficit fund balances are a result of reimbursement monies not yet received.

Note 12: Expenditures In Excess of Appropriation

Excess of expenditures over appropriations in departments of individual funds are as follows:

	Final Budget	Expenditures	Excess
General Fund:			
City manager	$ 1,697,000	$ 1,708,904	$ 11,904
Crossing guards	602,126	619,308	17,182
Measure A Special Revenue Fund:			
Public works	298,383	636,208	337,825
Public Education/Government Access Program Special Revenue Fund:			
General government	436,100	436,533	433
Special Districts Administration Special Revenue Fund:			
Public works	1,169,779	1,176,018	6,239
NPDES CSA Special Revenue Fund:			
Public works	805,538	836,257	30,719
Traffic Congestion Relief Special Revenue Fund:			
Public works	-	15,775	15,775
Beverage Container Recycling Special Revenue Fund:			
General government	-	6,632	6,632
Emergency Management Preparedness Grant Special Revenue Fund:			
Public safety	97,025	107,465	10,440

Note 12: Expenditures In Excess of Appropriation (Continued)

	Final Budget	Expenditures	Excess
ASES Program Grant Special Revenue Fund:			
Community and cultural	4,545,845	4,629,478	83,633
TCA-06-22 Local Government Waste TI Special Revenue Fund:			
Public works	-	2,284	2,284
Proposition 1B Special Revenue Fund:			
Public works	-	42,448	42,448
DIF Capital Projects Fund:			
Public works	-	1,492	1,492
OPA Sales Tax Agreements Debt Service Fund:			
Interest and fiscal charges	-	389,162	389,162
CFD #5 Stoneridge Debt Service Fund:			
Interest and fiscal charges	288,315	288,325	10
2007 Towngate Refunding Debt Service Fund:			
Interest and fiscal charges	409,381	409,383	2

Note 13: Commitments and Contingencies

Riverside County Agreements

During December 1987, the City of Moreno Valley and the Community Redevelopment Agency (Agency) entered into an agreement (the "County Agreement") with the County of Riverside which provided, in part, that the Agency make certain payments to the County. The County Agreement generally provides for the Agency to make payments to the County upon achievement by the Agency of $7 million annually of tax increment revenue. Once the $7 million threshold is reached, the County Agreement generally provides that the Agency will make payment to the County of an amount equal to tax increment revenues between $7 million annually and $12 million annually, and half of such revenues in excess of $12 million. The County Agreement further provides that when total tax increment paid to the County under this agreement from increments between $7 million and $12 million reaches $75 million, tax increment in excess of $7 million annually will be split equally between the Agency and County.

Beginning in 2003-2004 the Agency's tax increment exceeded $7 million. However, the County did not notify the Agency to such effect. In 2006-07, the Auditor Controller withheld a portion of the Agency's 2006-07 tax increment in the amount of $1,092,287.59. The Agency disputes the authority of the County to withhold such funds and the matter, as well as other issues concerning the County Agreement, is currently the subject of litigation involving the County and the Agency.

During April 1988, the City of Moreno Valley and the Agency entered into an agreement (the "Flood Agreement") with the Riverside County Flood Control and Water Conservation District (District), which provides generally that the Agency shall receive 100% of the District's share of the tax increment until such time the total tax increment exceeds $12 million at which time the District shall receive at least 50% of its share. Under the Flood Agreement, the Agency is to demonstrate, as more particularly provided in the Flood Agreement, that the cumulative project costs paid by the Agency for the project improvements exceed the cumulative total of District share received by the Agency. To the extent that the cumulative project costs paid by the Agency exceed the cumulative total of District share received by the Agency, the Agency may retain the balance needed from the remaining 50% of the District share. Beginning in 2005-06, the Agency's tax increment exceeded $12 million, with remittance not having been made of amounts to the District. The financial statements show the amount of $4,846,739 (the amount that was not remitted to the District) as Due to Other Governments.

Note 13: Commitments and Contingencies (Continued)

Community Facilities District No. 3 Agreement

In conjunction with the issue of the Moreno Valley Auto Mall Special Tax Bonds Series 2000 (Auto Mall Refinancing), the Community Redevelopment Agency and the City are parties to an owner-participation agreement which provides that the Agency will transmit to the Community Facilities District No. 3 (District) the available property tax increment it receives on parcels within the District as a credit against the special parcel taxes that otherwise would be payable by the owners. Furthermore, the City has agreed to loan the Agency available sales tax generated within the District for payment directly to the parcel owners should the increment be insufficient to offset the special parcel taxes. In addition, the Agency has agreed to pay to the parcel owners, subject to certain restrictions, certain available surplus sales tax from within the District. The obligations to remit sales tax terminate by December 1, 2010.

This agreement replaces a previous arrangement involving these parcels when they were included in Community Facilities District No. 2.

The amounts remitted during the year under the replacement and previous agreement to parcel owners totaled $692,744.

Community Facilities District No. 87-1 Agreement

In connection with the issuance of the Community Facilities District No. 87-1 (CFD) Towngate 2007 Special Tax Refunding Bonds, the Community Redevelopment Agency entered into an owner participation agreement whereby the Agency has committed tax increment for the payment of debt service requirements for these Bonds.

Other Agreements

On May 10, 2005, the Community Redevelopment Agency and the Community Services District entered into a lease agreement for the Conference and Recreation Center. The Community Services District occupied the building during June 2005 although construction was still in progress. Upon completion of construction during fiscal year 2005-2006 the lease agreement became effective for a base rent of $1.00 per month. The Community Services District has responsibility for facility maintenance and provides programming that serves the residents of the Project Area.

Self-Insurance Pool

The City is a member of CSAC Excess Insurance Authority. The Authority is a member directed joint powers insurance pool, which has been operational since October of 1979. The purpose of the Authority is to arrange and administer programs for the pooling of self-insured losses, to purchase excess insurance or reinsurance, and to arrange for group-purchased insurance for property and other coverage.

The City participates in the excess workers' compensation and employer's liability programs of the Authority. For workers' compensation the City has a self-insured retention of $300,000 per occurrence. For employer's liability the City has a self-insured retention of $250,000 per occurrence. The City has a pooled retention of $5,000,000 each occurrence, a $45,000,000 reinsurance layer in excess of the $5,000,000 pooled retention per occurrence for workers' compensation claims, and a $5,000,000 employer's liability reinsurance layer per occurrence in excess of the $5,000,000 pooled retention.

During the past three fiscal years, none of the above programs of protection have had settlements or judgments that exceeded pooled or insured coverage. There has been no significant reduction in pooled or insured liability coverage from coverage in the prior year.

Note 13: Commitments and Contingencies (Continued)

Self-Insurance Payable

The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and injuries to employees. The City established two self-insurance funds (Internal Service Funds) to account for and finance its uninsured risks of loss. Under this program, the self-insurance funds provide coverage for up to a maximum of $300,000 for each workers' compensation claim and $250,000 for each general liability claim. The City purchases commercial insurance for claims in excess of coverage provided by the funds and for all other risks of loss. Settled claims have not exceeded this commercial coverage in any of the past three years. All funds of the City participate in the program and make payments to the self-insurance funds based on actuarial estimates of the amounts needed to pay prior and current year claims.

The fund establishes claims liabilities based on estimates of the ultimate cost of claims (including future claim adjustment expenses) that have been reported but not settled, and of claims that have been incurred but not reported. The City has accrued for its anticipated liability with respect to claims filed and claims incurred but not reported to the City as of year-end. The accruals are in the amounts of $2,188,000 and $1,166,000 for the workers' compensation claims and general liability claims, respectively, for a total of $3,354,000. Of these amounts, the current year's adjustment is a decrease of $179,000.

A reconciliation of changes in aggregate liabilities for claims for the current fiscal year and the prior fiscal year is as follows:

	General Liability	Workers' Compensation	Total
Amount of accrued claims at June 30, 2008	$ 1,484,000	$ 2,327,000	$ 3,811,000
Incurred claims, representing the total of a provision for events for the current fiscal year and any changes (increase or decrease) in the provision for events of prior fiscal years and adjustments to estimates.	(182,313)	203,912	21,599
Payments on claims attributable to events of both the current fiscal year and prior fiscal years.	(83,687)	(215,912)	(299,599)
Amount of accrued claims at June 30, 2009	$ 1,218,000	$ 2,315,000	$ 3,533,000
Incurred claims, representing the total of a provision for events for the current fiscal year and any changes (increase or decrease) in the provision for events of prior fiscal years and adjustments to estimates.	615,334	378,889	994,223
Payments on claims attributable to events of both the current fiscal year and prior fiscal years.	(401,334)	(505,889)	(907,223)
Amount of accrued claims at June 30, 2010	$ 1,432,000	$ 2,188,000	$ 3,620,000

Note 13: Commitments and Contingencies (Continued)

Litigation

There are several lawsuits pending against the City. The outcome and eventual liability of the City, if any, in these cases is not known at this time. Management estimates that the potential claims against the City, not covered by insurance or self-insurance reserves, resulting from such litigation would not materially affect the financial statements of the City.

Note 14: Subsequent Events

Subsequent events are those events and transactions that occur after the end of the fiscal period but prior to issuance of the financial statements that are important for readers of the financial statements to be aware of.

In February 2011, the Moreno Valley Public Financing Authority refunded, on an advanced basis, the 1997 Lease Revenue Bonds in a Private Placement refunding. The 2011 Private Placement Refunding bonds mature in serial and term fashion through November 1, 2022 and bear interest ranging from 5.2% to 5.5%. The bonds are payable from lease payments made by the City under a project lease dated November 1, 1997 between the City and the MVPFA. The lease payments are equal to the principal and interest on the bonds and are made by the City for the rental use of the public safety building financed by the original 1997 Lease Revenue bonds issue. This issue is fully insured in the event of nonpayment by the City. This refinancing decreased aggregate debt service payments that were required by approximately $731,963. This refunding resulted in an economic gain of approximately $171,743.

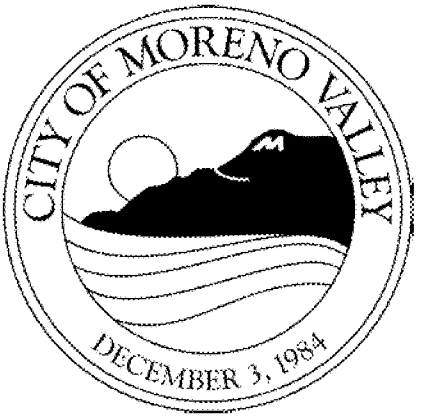
CITY OF MORENO VALLEY
DECEMBER 3, 1984

Non-major Governmental Funds

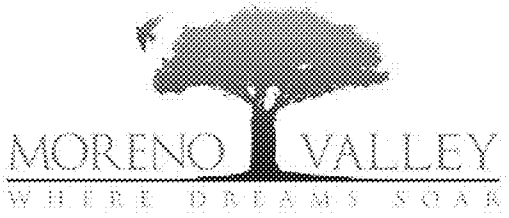

NONMAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS:

State Gasoline Tax Fund

This fund is used to account for the City's share of state gas tax revenue restricted for street improvement and maintenance. The revenue is apportioned under the Streets and Highway Code of the State of California.

Article 3 Transportation Fund

This fund is used to account for the City's share of Article 3 revenue restricted for construction of pedestrian and bikeway projects.

Measure A Fund

This fund is used to account for the City's share of the Riverside County half-cent sales tax restricted for transportation projects.

Law Enforcement Fund

This fund is used to account for revenue from several grants restricted for law enforcement. The grants include the ABC Police Grant Fund, the Local Law Enforcement Block Grant (LLEBG), Supplemental Law Enforcement Services Fund (SLESF), Office of Traffic Safety Grant (OTS), Edward Byrne Memorial Justice Assistance Grant (JAG), and the 2008 COPS Tech Program Grant Fund.

Public Education/Government Access Program Fund

This fund is used to account for the Public Education/Government Access (PEG) Grant revenue restricted for providing education and government access to the public. These funds are used to support the City's cable television channel, MVTV-3.

Air Quality Management Fund

This fund is used to account for the City's share of the State AB 2766 funds. The revenue is apportioned to cities by the South Coast Air Quality Management District and is restricted for programs to reduce air pollution from mobile sources pursuant to the California Clean Air Act of 1988.

Community Development Block Grant Fund

This fund is used to account for federal funds received from the U.S. Department of Housing and Urban Development – Community Development Block Grant Program to be used for the development of suitable housing environment and expansion of economic opportunities for low and moderate income families.

Special Districts Administration Fund

This fund is used to account for the coordination and administration of all special assessments districts formed within the City for infrastructure improvements.

NPDES CSA Fund

This fund is used to account for the City's National Pollutant Discharge Elimination System program.

Housing Assistance Programs Fund

This fund is used to account for federal funds received from the U.S. Department of Housing and Urban Development to be used to develop and implement programs that expand the supply of affordable housing for low and very low income families.

SPECIAL REVENUE FUNDS (CONTINUED):

Child Care Grant Fund

This fund is used to account for the Child Care grant program which provides after-school day care for the City's residents.

Parks and Community Services PAL Grant Fund

This fund is used to account for the Police Activities League (PAL) grant to promote the individual growth of the targeted youths and to provide positive alternatives for the participants. The Parks and Recreation Department administers the program through a collaborative effort with the Moreno Valley Police Department.

Used Oil Recycling Fund

This fund is used to account for the California Integrated Waste Management Board Used Oil Block Grant. The program provides public education and convenient used oil collection sites.

Storm Water Maintenance

This fund is used to ensure the safety and cleanliness of our City streets and the City's maintained storm drain system by cleaning all catch basins, connector pipes and culverts on an annual basis, and by providing emergency services, as needed.

Traffic Congestion Relief Fund

This fund is used to account for revenues and expenditures related to legally restricted funds obtained through grants from the State of California for traffic congestion relief.

Disaster Fund

This fund is used to account for unforeseeable disasters and emergency situations for which reimbursement may become available.

Beverage Container Recycling Fund

This fund is used to account for the Department of Conservation Beverage Container Recycling grant.

Emergency Management Preparedness Grant Fund

This fund is used to account for the receipt and disbursement of grant funds providing terrorism preparedness, an Emergency Operating Center (EOC), emergency planning and management of the Certified Emergency Response Team (CERT).

ASES Program Grant

This fund is used to account for the After School Education and Safety grant.

Box Springs Water EPA Grant

This fund is used to account for the Box Springs Water Environmental Protection Agency grant.

TCA2-06-22 Local Gov't Waste Tire Clean & Amnesty Event Grant Program

This fund is used to account for the TCA2-06-22 Local Government Waste Tire Clean-up & Amnesty Event grant.

TRI16-06-1 Targeted Rubberized Asphalt Concrete Incentive Grant

This fund is used to account for the recycling grant from the California Integrated Waste Management Board, which essentially pays for the differential costs of an asphalt overlay project.

SPECIAL REVENUE FUNDS (CONTINUED):

Prop 1B

This fund is used to account for the City's share of Prop 1B revenue restricted for transportation programs.

Neighborhood Stabilization Grant

This fund is used to account for the grant allocation received by the City from HUD to address the foreclosure crisis and implement a neighborhood stabilization program (NSP) aimed at assisting low- to moderate- income households, while targeting the areas of the City most affected by the foreclosures.

CDBG Recovery Act of 2009

This fund is used to account for the grant allocation used in implementing activities that benefit the low and moderate income population in accordance with the Recovery Act objectives.

FHWA TRANSIMS

This fund is used to account for the financial transactions regarding the City's contract with the U.S. Department of Transportation Federal Highway Administration. In accordance with the contract, the City will construct a new citywide traffic model using the TRANSIMS program and analyze impacts of land-use changes on the circulation system.

CFD #4M

This fund is used to account for the maintenance and administration costs of the detention basin within Centerpointe Business Park.

H.E.A.L.

This fund is used to account for the donation and use of funds received from Kaiser Foundation Health Plan, as required by donor.

Workforce Housing Program

This fund is used to account for the grant funding received from the California Department of Housing and Community Development for construction or acquisition of capital assets as a reward for providing quality affordable housing for low-income households.

ETA Job Training Grant

This fund is used to account for the grant funding received from the U.S. Department of Labor's Employment Training Administration to implement youth job training programs in the customer service and warehouse, distribution and logistics industries.

Homelessness Prevention Program

This fund is used to account for the Homelessness Prevention Program grant which aims to assist households that would otherwise become homeless (many, due to the economic crises) or rapidly re-house those who are homeless or at risk of homelessness.

Energy Efficiency & Conservation Block Grant

This fund is used to account for the federal grant funding received by the City to fund projects that improve energy efficiency, lower energy usage, and reduce fossil fuel emissions.

SPECIAL REVENUE FUNDS (CONTINUED):

Civil Penalties

This fund is used to account for all financial transactions involving civil penalties received by the City in accordance with the provisions of SB 1137, which requires legal owners of vacant properties to maintain and care for them.

Emergency Services Agency Fines

This fund is used to account for the financial transactions involving AMR fines received by the City, which are to be used only to fund the purchase of various equipment needed by the Fire Department.

CAPITAL PROJECTS FUNDS:

City Hall Capital/Administration Fund

This fund is used to account for various general City Hall capital improvements and projects.

Capital Improvements Fund

This fund is used to account for revenues received to construct capital projects to mitigate the impact of new development on the City's infrastructure.

Public Works Capital Projects Fund

This fund is used to account for general City capital projects.

Traffic Signal Mitigation Fund

This fund is used to account for traffic signal projects funded by revenues received from traffic mitigation fees.

Fire Services Capital Projects Fund

This fund is used to account for capital projects specific to Fire Services, including construction of new fire stations.

Park Acquisition and Development Fund

This fund is used to account for parks acquisition and development projects funded by revenues received from developers on a dwelling unit basis in accordance with the Quimby Act, a 1965 provision in the State Subdivision Map Act for the dedication of park land.

Lease Revenue Bonds 2005 Capital Projects

This fund is used to account for the construction of capital improvements funded by the 2005 Lease Revenue Bonds issued in July 2005.

Towngate Capital/Administration Fund

This fund is used to account for the acquisition and construction of capital facilities in the Towngate area financed through special tax bonds.

Warner Ranch Capital/Development Fund

This fund is used to account for the acquisition or construction of capital facilities in the Warner Ranch area financed through special assessments.

Auto Mall Capital/Administration Fund

This fund is used to account for the acquisition or construction of capital facilities in the Auto Mall area financed through special tax bonds.

CAPITAL PROJECTS FUNDS (CONTINUED):

Parks and Community Services Capital Projects Fund

This fund is used to account for general parks and recreation capital projects, the development of new parks and recreation facilities, community parks, neighborhood parks and sports facilities and for the major renovation of existing parks and facilities.

TUMF Capital Projects Fund

This fund is used to account for transportation capital projects funded by the City's share of the Transportation Uniform Mitigation Fee (TUMF) which is a mandatory development impact fee program in Western Riverside County. This program, enacted by a two-thirds majority of voters in 2002, was designed to pay for major roads and interchange projects that are needed to serve communities as a result of new development. The Western Riverside Council of Governments (WRCOG) administers the program.

DIF Capital Projects Fund

This group of funds is used to account for construction of major capital improvements funded by the development impact fee (DIF) revenues charged to developers.

DEBT SERVICE FUNDS:

OPA Sales Tax Agreements Fund

This fund is used to account for the accumulation of 50% of sales tax revenue for certain retail stores and for the payment of principal and interest related to the ownership participation agreements between the Community Redevelopment Agency and certain retail stores.

City Hall COPs Series 1997 Debt Service Fund

This fund is used to account for the accumulation of resources and for the payment of principal, interest, and trustee and administrative costs related to the City Hall Refunding Certificates of Participation issued May 1, 1997.

Auto Mall Special Tax Bonds Debt Service Fund

This fund is used to account for the accumulation of resources and for the payment of principal, interest, and trustee and administrative costs related to the Auto Mall Special Tax Bonds Series 2000 (Auto Mall Refinancing).

Certificates of Participation Series 1993 Debt Service Fund

This fund was used to account for the accumulation of resources and for the payment of principal, interest, and trustee and administrative costs related to the now defeased Refunding Certificates of Participation issued October 1, 1993.

Public Safety Lease Revenue Bonds 1997 Debt Service Fund

This fund is used to account for the accumulation of resources and for the payment of principal, interest, and trustee and administrative costs related to the Public Safety Lease Revenue Bonds issued November 1, 1997.

Lease Revenue Bonds 2005 Debt Service Fund

This fund is used to account for the accumulation of resources and for the payment of principal, interest, and trustee and administrative costs related to the 2005 Lease Revenue Bonds issued in July 2005 to finance various City capital improvements.

DEBT SERVICE FUNDS (CONTINUED):

2007 Towngate Improvement Refunding Debt Service Fund

This fund is used to account for the accumulation of resources and for the payment of principal, interest, and trustee and administrative costs related to the Improvement Area No. 1 Special Tax Refunding Bonds issued November 29, 2007.

2007 Towngate Refunding Debt Service Fund

This fund is used to account for the accumulation of resources and for the payment of principal, interest, and trustee and administrative costs related to the Special Tax Refunding Bonds issued November 29, 2007.

PERMANENT FUNDS:

Celebration Park Endowment Fund

This fund is used to account for the endowment program for Celebration Park. The principal endowment amount was provided by a developer. The Parks and Community Services Department will use 85% of the interest earned each year to sponsor a community event at Celebration Park for the surrounding community to enhance community pride and involvement.

Equestrian Trail Endowment Fund

This fund is used to account for the endowment program for the Equestrian Trail. The principal endowment amount was provided by a developer. The interest earned will be used for the benefit of citywide trail use, maintenance, education and other trail-related costs.

Rockridge Park Endowment Fund

This fund is used to account for the endowment program provided for Rockridge Park. The principal endowment was provided by a developer. The interest earned will be used for the benefit of the facilities at Rockridge Park.

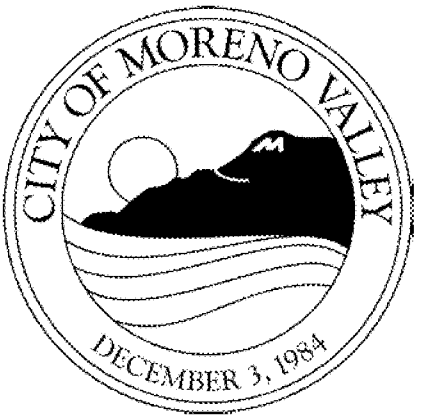
CITY OF MORENO VALLEY
DECEMBER 3, 1984

City of Moreno Valley
Nonmajor Governmental Funds
Combining Balance Sheet
June 30, 2010

	Special Revenue Funds		
	State Gasoline Tax	**Article 3 Transportation**	**Measure A**
Assets:			
Pooled cash and investments	$ 329,941	$ -	$ 10,380,528
Receivables:			
Accounts	7,992	-	783,537
Notes and loans	-	-	-
Interest	-	-	-
Prepaid costs	-	-	-
Due from other governments	514,237	-	769,592
Due from other funds	-	-	-
Advances to other funds	-	-	-
Total Assets	**$ 852,170**	**$ -**	**$ 11,933,657**
Liabilities and Fund Balances:			
Liabilities:			
Accounts payable	$ 7,338	$ -	$ 344,850
Accrued liabilities	135,034	-	24,207
Due to other funds	-	-	-
Due to other governments	-	-	-
Deferred revenue	-	-	-
Unearned revenue	-	-	-
Total Liabilities	**142,372**	**-**	**369,057**
Fund Balances:			
Reserved:			
Reserved for encumbrances	-	-	1,550,473
Reserved for prepaid and other assets	-	-	-
Reserved for debt service	-	-	-
Reserved for long-term receivables	-	-	-
Reserved for advances to other funds	-	-	-
Unreserved:			
Designated:			
Designated for continuing appropriations	-	-	8,465,530
Undesignated	709,798	-	1,548,597
Total Fund Balances	**709,798**	**-**	**11,564,600**
Total Liabilities & Fund Balances	**$ 852,170**	**$ -**	**$ 11,933,657**

Special Revenue Funds			
Law Enforcement	Public Education/ Government Access Program	Air Quality Management	
			Assets:
$ 246,040	$ 1,817,511	$ 499,687	Pooled cash and investments
			Receivables:
-	122,559	-	Accounts
-	-	-	Notes and loans
-	-	-	Interest
-	-	-	Prepaid costs
397,783	-	56,650	Due from other governments
-	-	-	Due from other funds
-	-	-	Advances to other funds
$ 643,823	**$ 1,940,070**	**$ 556,337**	**Total Assets**
			Liabilities and Fund Balances:
			Liabilities:
$ 69,653	$ -	$ -	Accounts payable
2,736	11,535	2,109	Accrued liabilities
326,907	-	-	Due to other funds
593	-	-	Due to other governments
-	-	-	Deferred revenue
242,452	-	-	Unearned revenue
642,341	**11,535**	**2,109**	**Total Liabilities**
			Fund Balances:
			Reserved:
7,177	-	2,950	Reserved for encumbrances
-	-	-	Reserved for prepaid and other assets
-	-	-	Reserved for debt service
-	-	-	Reserved for long-term receivables
-	-	-	Reserved for advances to other funds
			Unreserved:
			Designated:
-	-	492,537	Designated for continuing appropriations
(5,695)	1,928,535	58,741	Undesignated
1,482	**1,928,535**	**554,228**	**Total Fund Balances**
$ 643,823	**$ 1,940,070**	**$ 556,337**	**Total Liabilities & Fund Balances**

City of Moreno Valley
Nonmajor Governmental Funds
Combining Balance Sheet
June 30, 2010

	Special Revenue Funds		
	Community Development Block Grant	**Special Districts Administration**	**NPDES CSA**
Assets:			
Pooled cash and investments	$ -	$ 294,282	$ 279,154
Receivables:			
Accounts	-	12,571	59,299
Notes and loans	100,000	-	-
Interest	5,725	-	-
Prepaid costs	-	11,708	-
Due from other governments	848,649	-	27,253
Due from other funds	-	90,291	-
Advances to other funds	-	580,657	-
Total Assets	**$ 954,374**	**$ 989,509**	**$ 365,706**
Liabilities and Fund Balances:			
Liabilities:			
Accounts payable	$ 442,907	$ 1,137	$ 12,517
Accrued liabilities	18,439	34,341	27,990
Due to other funds	358,355	-	-
Due to other governments	-	-	-
Deferred revenue	5,725	-	16,478
Unearned revenue	-	-	-
Total Liabilities	**825,426**	**35,478**	**56,985**
Fund Balances:			
Reserved:			
Reserved for encumbrances	187,151	-	-
Reserved for prepaid and other assets	-	11,708	-
Reserved for debt service	-	-	-
Reserved for long-term receivables	100,000	-	-
Reserved for advances to other funds	-	580,657	-
Unreserved:			
Designated:			
Designated for continuing appropriations	-	-	-
Undesignated	(158,203)	361,666	308,721
Total Fund Balances	**128,948**	**954,031**	**308,721**
Total Liabilities & Fund Balances	**$ 954,374**	**$ 989,509**	**$ 365,706**

Special Revenue Funds			
Housing Assistance Programs	Child Care Grant	Parks and Community Services PAL Grant	
			Assets:
$ 453,234	$ 243,748	$ -	Pooled cash and investments
			Receivables:
-	-	-	Accounts
3,941,971	-	-	Notes and loans
198,697	-	-	Interest
-	16,439	-	Prepaid costs
12,600	9,751	-	Due from other governments
-	-	-	Due from other funds
-	-	-	Advances to other funds
$ 4,606,502	**$ 269,938**	**$ -**	**Total Assets**
			Liabilities and Fund Balances:
			Liabilities:
$ -	$ 2,513	$ -	Accounts payable
1,863	281,565	-	Accrued liabilities
-	-	-	Due to other funds
-	-	-	Due to other governments
198,697	-	-	Deferred revenue
-	-	-	Unearned revenue
200,560	**284,078**	**-**	**Total Liabilities**
			Fund Balances:
			Reserved:
69,496	-	-	Reserved for encumbrances
-	16,439	-	Reserved for prepaid and other assets
-	-	-	Reserved for debt service
3,941,971	-	-	Reserved for long-term receivables
-	-	-	Reserved for advances to other funds
			Unreserved:
			Designated:
238,146	-	-	Designated for continuing appropriations
156,329	(30,579)	-	Undesignated
4,405,942	**(14,140)**	**-**	**Total Fund Balances**
$ 4,606,502	**$ 269,938**	**$ -**	**Total Liabilities & Fund Balances**

City of Moreno Valley
Nonmajor Governmental Funds
Combining Balance Sheet
June 30, 2010

	Special Revenue Funds		
	Used Oil Recycling	**Storm Water Maintenance**	**Traffic Congestion Relief**
Assets:			
Pooled cash and investments	$ -	$ -	$ 1,090,678
Receivables:			
Accounts	-	197,816	-
Notes and loans	-	-	-
Interest	-	-	-
Prepaid costs	-	-	-
Due from other governments	-	-	472,155
Due from other funds	-	-	-
Advances to other funds	-	-	-
Total Assets	**$ -**	**$ 197,816**	**$ 1,562,833**
Liabilities and Fund Balances:			
Liabilities:			
Accounts payable	$ 14,081	$ 7,402	$ -
Accrued liabilities	-	15,112	2,062
Due to other funds	11,593	66,020	-
Due to other governments	-	-	-
Deferred revenue	-	128,452	-
Unearned revenue	-	-	-
Total Liabilities	**25,674**	**216,986**	**2,062**
Fund Balances:			
Reserved:			
Reserved for encumbrances	-	-	-
Reserved for prepaid and other assets	-	-	-
Reserved for debt service	-	-	-
Reserved for long-term receivables	-	-	-
Reserved for advances to other funds	-	-	-
Unreserved:			
Designated:			
Designated for continuing appropriations	-	-	-
Undesignated	(25,674)	(19,170)	1,560,771
Total Fund Balances	**(25,674)**	**(19,170)**	**1,560,771**
Total Liabilities & Fund Balances	**$ -**	**$ 197,816**	**$ 1,562,833**

Special Revenue Funds			
Disaster	Beverage Container Recycling	Emergency Management Preparedness Grant	
			Assets:
$ 340,453	$ 15,053	$ -	Pooled cash and investments
			Receivables:
-	-	-	Accounts
-	-	-	Notes and loans
-	-	-	Interest
-	-	-	Prepaid costs
-	-	38,564	Due from other governments
-	-	-	Due from other funds
-	-	-	Advances to other funds
$ 340,453	**$ 15,053**	**$ 38,564**	**Total Assets**
			Liabilities and Fund Balances:
			Liabilities:
$ -	$ -	$ -	Accounts payable
-	-	3,616	Accrued liabilities
-	-	34,948	Due to other funds
-	-	-	Due to other governments
-	15,053	-	Deferred revenue
-	-	-	Unearned revenue
-	**15,053**	**38,564**	**Total Liabilities**
			Fund Balances:
			Reserved:
-	-	-	Reserved for encumbrances
-	-	-	Reserved for prepaid and other assets
-	-	-	Reserved for debt service
-	-	-	Reserved for long-term receivables
-	-	-	Reserved for advances to other funds
			Unreserved:
			Designated:
-	-	-	Designated for continuing appropriations
340,453	-	-	Undesignated
340,453	**-**	**-**	**Total Fund Balances**
$ 340,453	**$ 15,053**	**$ 38,564**	**Total Liabilities & Fund Balances**

City of Moreno Valley
Nonmajor Governmental Funds
Combining Balance Sheet
June 30, 2010

	Special Revenue Funds		
	ASES Program Grant	**Box Springs Water EPA Grant**	**TCA2-06-22 Local Gov't Waste TI**
Assets:			
Pooled cash and investments	$ -	$ -	$ -
Receivables:			
Accounts	69	-	-
Notes and loans	-	-	-
Interest	-	-	-
Prepaid costs	-	-	-
Due from other governments	498,840	60,016	-
Due from other funds	-	-	-
Advances to other funds	-	-	-
Total Assets	**$ 498,909**	**$ 60,016**	**$ -**
Liabilities and Fund Balances:			
Liabilities:			
Accounts payable	$ 119,049	$ -	$ -
Accrued liabilities	67,247	-	-
Due to other funds	197,320	59,665	-
Due to other governments	-	-	-
Deferred revenue	-	-	-
Unearned revenue	-	-	-
Total Liabilities	**383,616**	**59,665**	**-**
Fund Balances:			
Reserved:			
Reserved for encumbrances	-	-	-
Reserved for prepaid and other assets	-	-	-
Reserved for debt service	-	-	-
Reserved for long-term receivables	-	-	-
Reserved for advances to other funds	-	-	-
Unreserved:			
Designated:			
Designated for continuing appropriations	-	-	-
Undesignated	115,293	351	-
Total Fund Balances	**115,293**	**351**	**-**
Total Liabilities & Fund Balances	**$ 498,909**	**$ 60,016**	**$ -**

Special Revenue Funds			
TRI16-06-1 Targeted Rubberized	Prop 1B	Neighborhood Stabilization Grant	
			Assets:
$ -	$ 4,235,656	$ -	Pooled cash and investments
			Receivables:
-	-	97,814	Accounts
-	-	-	Notes and loans
-	-	-	Interest
-	-	-	Prepaid costs
-	-	-	Due from other governments
-	-	-	Due from other funds
-	-	-	Advances to other funds
$ -	**$ 4,235,656**	**$ 97,814**	**Total Assets**
			Liabilities and Fund Balances:
			Liabilities:
$ -	$ 21,699	$ 165,396	Accounts payable
-	864	7,852	Accrued liabilities
26,474	-	772,778	Due to other funds
-	-	-	Due to other governments
-	-	-	Deferred revenue
-	-	-	Unearned revenue
26,474	**22,563**	**946,026**	**Total Liabilities**
			Fund Balances:
			Reserved:
-	211,882	16,724	Reserved for encumbrances
-	-	-	Reserved for prepaid and other assets
-	-	-	Reserved for debt service
-	-	-	Reserved for long-term receivables
-	-	-	Reserved for advances to other funds
			Unreserved:
			Designated:
-	1,317,974	-	Designated for continuing appropriations
(26,474)	2,683,237	(864,936)	Undesignated
(26,474)	**4,213,093**	**(848,212)**	**Total Fund Balances**
$ -	**$ 4,235,656**	**$ 97,814**	**Total Liabilities & Fund Balances**

City of Moreno Valley
Nonmajor Governmental Funds
Combining Balance Sheet
June 30, 2010

	Special Revenue Funds		
	CDBG Recovery Act of 2009	**FHWA TRANSIMS**	**CFD #4M**
Assets:			
Pooled cash and investments	$ 1,980	$ -	$ 55,783
Receivables:			
Accounts	-	-	-
Notes and loans	-	-	-
Interest	-	-	-
Prepaid costs	-	-	-
Due from other governments	107,841	-	-
Due from other funds	-	-	-
Advances to other funds	-	-	-
Total Assets	**$ 109,821**	**$ -**	**$ 55,783**
Liabilities and Fund Balances:			
Liabilities:			
Accounts payable	$ 450	$ 6,758	$ -
Accrued liabilities	1,213	4,933	-
Due to other funds	-	12,642	-
Due to other governments	-	-	-
Deferred revenue	-	-	-
Unearned revenue	108,158	-	-
Total Liabilities	**109,821**	**24,333**	**-**
Fund Balances:			
Reserved:			
Reserved for encumbrances	-	8,717	-
Reserved for prepaid and other assets	-	-	-
Reserved for debt service	-	-	-
Reserved for long-term receivables	-	-	-
Reserved for advances to other funds	-	-	-
Unreserved:			
Designated:			
Designated for continuing appropriations	-	-	-
Undesignated	-	(33,050)	55,783
Total Fund Balances	**-**	**(24,333)**	**55,783**
Total Liabilities & Fund Balances	**$ 109,821**	**$ -**	**$ 55,783**

Special Revenue Funds			
H.E.A.L.	Workforce Housing Program	ETA Job Training Grant	
			Assets:
$ 3,000	$ 120,074	$ -	Pooled cash and investments
			Receivables:
-	-	-	Accounts
-	-	-	Notes and loans
-	-	-	Interest
-	-	-	Prepaid costs
-	-	33,087	Due from other governments
-	-	-	Due from other funds
-	-	-	Advances to other funds
$ 3,000	**$ 120,074**	**$ 33,087**	**Total Assets**
			Liabilities and Fund Balances:
			Liabilities:
$ -	$ 120,074	$ 19,489	Accounts payable
-	-	-	Accrued liabilities
-	-	20,225	Due to other funds
-	-	-	Due to other governments
-	-	-	Deferred revenue
-	-	-	Unearned revenue
-	**120,074**	**39,714**	**Total Liabilities**
			Fund Balances:
			Reserved:
-	-	1,168	Reserved for encumbrances
-	-	-	Reserved for prepaid and other assets
-	-	-	Reserved for debt service
-	-	-	Reserved for long-term receivables
-	-	-	Reserved for advances to other funds
			Unreserved:
			Designated:
-	-	-	Designated for continuing appropriations
3,000	-	(7,795)	Undesignated
3,000	**-**	**(6,627)**	**Total Fund Balances**
$ 3,000	**$ 120,074**	**$ 33,087**	**Total Liabilities & Fund Balances**

City of Moreno Valley
Nonmajor Governmental Funds
Combining Balance Sheet
June 30, 2010

	Special Revenue Funds		
	Homelessness Prevention Program	**Energy Efficiency & Conservation Block Grant**	**Civil Penalties**
Assets:			
Pooled cash and investments	$ -	$ -	$ 273,413
Receivables:			
Accounts	-	-	11,001
Notes and loans	-	-	-
Interest	-	-	-
Prepaid costs	-	-	-
Due from other governments	207,168	6,992	-
Due from other funds	-	-	-
Advances to other funds	-	-	-
Total Assets	**$ 207,168**	**$ 6,992**	**$ 284,414**
Liabilities and Fund Balances:			
Liabilities:			
Accounts payable	$ 105,511	$ -	$ -
Accrued liabilities	1,021	6,859	-
Due to other funds	100,636	133	-
Due to other governments	-	-	-
Deferred revenue	-	-	-
Unearned revenue	-	-	-
Total Liabilities	**207,168**	**6,992**	**-**
Fund Balances:			
Reserved:			
Reserved for encumbrances	228,460	-	-
Reserved for prepaid and other assets	-	-	-
Reserved for debt service	-	-	-
Reserved for long-term receivables	-	-	-
Reserved for advances to other funds	-	-	-
Unreserved:			
Designated:			
Designated for continuing appropriations	-	-	-
Undesignated	(228,460)	-	284,414
Total Fund Balances	**-**	**-**	**284,414**
Total Liabilities & Fund Balances	**$ 207,168**	**$ 6,992**	**$ 284,414**

Special Revenue Funds	
Emergency Services Agency Fines	
	Assets:
$ 147,523	Pooled cash and investments
	Receivables:
50,863	Accounts
-	Notes and loans
-	Interest
-	Prepaid costs
-	Due from other governments
-	Due from other funds
-	Advances to other funds
$ 198,386	**Total Assets**
	Liabilities and Fund Balances:
	Liabilities:
$ -	Accounts payable
-	Accrued liabilities
-	Due to other funds
-	Due to other governments
-	Deferred revenue
-	Unearned revenue
-	**Total Liabilities**
	Fund Balances:
	Reserved:
-	Reserved for encumbrances
-	Reserved for prepaid and other assets
-	Reserved for debt service
-	Reserved for long-term receivables
-	Reserved for advances to other funds
	Unreserved:
	Designated:
-	Designated for continuing appropriations
198,386	Undesignated
198,386	**Total Fund Balances**
$ 198,386	**Total Liabilities & Fund Balances**

City of Moreno Valley
Nonmajor Governmental Funds
Combining Balance Sheet
June 30, 2010

	Capital Projects Funds		
	City Hall Capital/ Administration	**Capital Improvements**	**Public Works Capital Projects**
Assets:			
Pooled cash and investments	$ 10,567,607	$ 176,852	$ 86,180
Receivables:			
Accounts	-	-	-
Notes and loans	-	-	-
Interest	-	-	-
Prepaid costs	-	-	-
Due from other governments	-	-	-
Due from other funds	-	-	-
Advances to other funds	-	-	-
Total Assets	**$ 10,567,607**	**$ 176,852**	**$ 86,180**
Liabilities and Fund Balances:			
Liabilities:			
Accounts payable	$ 38,778	$ -	$ 14,310
Accrued liabilities	7,228	-	11
Due to other funds	-	-	-
Due to other governments	-	-	-
Deferred revenue	-	-	-
Unearned revenue	-	-	-
Total Liabilities	**46,006**	**-**	**14,321**
Fund Balances:			
Reserved:			
Reserved for encumbrances	1,406,631	-	-
Reserved for prepaid and other assets	-	-	-
Reserved for debt service	-	-	-
Reserved for long-term receivables	-	-	-
Reserved for advances to other funds	-	-	-
Unreserved:			
Designated:			
Designated for continuing appropriations	4,975,566	-	30,000
Undesignated	4,139,404	176,852	41,859
Total Fund Balances	**10,521,601**	**176,852**	**71,859**
Total Liabilities & Fund Balances	**$ 10,567,607**	**$ 176,852**	**$ 86,180**

Capital Projects Funds			
Traffic Signal Mitigation	Fire Services Capital Projects	Park Acquisition and Development	
			Assets:
$ 137,578	$ 1,903,384	$ 230	Pooled cash and investments
			Receivables:
-	-	-	Accounts
-	-	-	Notes and loans
-	-	-	Interest
-	-	-	Prepaid costs
-	-	-	Due from other governments
-	-	-	Due from other funds
-	-	-	Advances to other funds
$ 137,578	**$ 1,903,384**	**$ 230**	**Total Assets**
			Liabilities and Fund Balances:
			Liabilities:
$ -	$ -	$ -	Accounts payable
-	11	-	Accrued liabilities
-	-	-	Due to other funds
-	-	-	Due to other governments
-	-	-	Deferred revenue
-	-	-	Unearned revenue
-	**11**	**-**	**Total Liabilities**
			Fund Balances:
			Reserved:
-	-	-	Reserved for encumbrances
-	-	-	Reserved for prepaid and other assets
-	-	-	Reserved for debt service
-	-	-	Reserved for long-term receivables
-	-	-	Reserved for advances to other funds
			Unreserved:
			Designated:
-	-	-	Designated for continuing appropriations
137,578	1,903,373	230	Undesignated
137,578	**1,903,373**	**230**	**Total Fund Balances**
$ 137,578	**$ 1,903,384**	**$ 230**	**Total Liabilities & Fund Balances**

City of Moreno Valley
Nonmajor Governmental Funds
Combining Balance Sheet
June 30, 2010

	Capital Projects Funds		
	Lease Revenue Bonds 2005 Capital Projects	**Towngate Capital/ Administration**	**Warner Ranch Capital/ Development**
Assets:			
Pooled cash and investments	$ 6,597,206	$ 6,349	$ 12,618
Receivables:			
Accounts	-	-	-
Notes and loans	-	-	-
Interest	-	-	-
Prepaid costs	-	-	-
Due from other governments	-	-	-
Due from other funds	-	-	-
Advances to other funds	-	-	-
Total Assets	**$ 6,597,206**	**$ 6,349**	**$ 12,618**
Liabilities and Fund Balances:			
Liabilities:			
Accounts payable	$ 1,537,097	$ -	$ -
Accrued liabilities	16,073	-	-
Due to other funds	-	-	4,500
Due to other governments	-	-	-
Deferred revenue	-	-	-
Unearned revenue	-	-	-
Total Liabilities	**1,553,170**	**-**	**4,500**
Fund Balances:			
Reserved:			
Reserved for encumbrances	798,461	-	-
Reserved for prepaid and other assets	-	-	-
Reserved for debt service	-	-	-
Reserved for long-term receivables	-	-	-
Reserved for advances to other funds	-	-	-
Unreserved:			
Designated:			
Designated for continuing appropriations	3,581,414	-	-
Undesignated	664,161	6,349	8,118
Total Fund Balances	**5,044,036**	**6,349**	**8,118**
Total Liabilities & Fund Balances	**$ 6,597,206**	**$ 6,349**	**$ 12,618**

Capital Projects Funds			
Auto Mall Capital/ Administration	Parks and Community Services Capital Projects	TUMF Capital Projects	
			Assets:
$ -	$ 6,477,682	$ -	Pooled cash and investments
			Receivables:
-	-	1,684,974	Accounts
-	-	-	Notes and loans
-	-	-	Interest
-	-	-	Prepaid costs
-	-	-	Due from other governments
-	-	-	Due from other funds
-	-	-	Advances to other funds
$ -	**$ 6,477,682**	**$ 1,684,974**	**Total Assets**
			Liabilities and Fund Balances:
			Liabilities:
$ -	$ 26,015	$ 557,771	Accounts payable
-	82	7,039	Accrued liabilities
2,256	-	1,760,878	Due to other funds
-	-	-	Due to other governments
-	-	-	Deferred revenue
-	-	-	Unearned revenue
2,256	**26,097**	**2,325,688**	**Total Liabilities**
			Fund Balances:
			Reserved:
-	28,295	1,184,901	Reserved for encumbrances
-	-	-	Reserved for prepaid and other assets
-	-	-	Reserved for debt service
-	-	-	Reserved for long-term receivables
-	-	-	Reserved for advances to other funds
			Unreserved:
			Designated:
-	3,520,152	-	Designated for continuing appropriations
(2,256)	2,903,138	(1,825,615)	Undesignated
(2,256)	**6,451,585**	**(640,714)**	**Total Fund Balances**
$ -	**$ 6,477,682**	**$ 1,684,974**	**Total Liabilities & Fund Balances**

City of Moreno Valley
Nonmajor Governmental Funds
Combining Balance Sheet
June 30, 2010

	Capital Projects Funds
	DIF Capital Projects
Assets:	
Pooled cash and investments	$ 4,193,585
Receivables:	
Accounts	376
Notes and loans	-
Interest	-
Prepaid costs	-
Due from other governments	-
Due from other funds	-
Advances to other funds	-
Total Assets	**$ 4,193,961**
Liabilities and Fund Balances:	
Liabilities:	
Accounts payable	$ 26,076
Accrued liabilities	10,186
Due to other funds	-
Due to other governments	-
Deferred revenue	-
Unearned revenue	-
Total Liabilities	**36,262**
Fund Balances:	
Reserved:	
Reserved for encumbrances	477,851
Reserved for prepaid and other assets	-
Reserved for debt service	-
Reserved for long-term receivables	-
Reserved for advances to other funds	-
Unreserved:	
Designated:	
Designated for continuing appropriations	3,677,730
Undesignated	2,118
Total Fund Balances	**4,157,699**
Total Liabilities & Fund Balances	**$ 4,193,961**

Debt Service Funds			
OPA Sales Tax Agreements	City Hall COPs Series 1997	Auto Mall Special Tax Bonds	
			Assets:
$ 92,488	$ 939,065	$ 2,397,341	Pooled cash and investments
			Receivables:
-	-	-	Accounts
-	-	-	Notes and loans
-	-	-	Interest
-	-	-	Prepaid costs
-	-	-	Due from other governments
-	-	-	Due from other funds
-	-	-	Advances to other funds
$ 92,488	**$ 939,065**	**$ 2,397,341**	**Total Assets**
			Liabilities and Fund Balances:
			Liabilities:
$ 92,488	$ -	$ 30,168	Accounts payable
-	-	-	Accrued liabilities
-	-	-	Due to other funds
-	-	-	Due to other governments
-	-	-	Deferred revenue
-	-	-	Unearned revenue
92,488	**-**	**30,168**	**Total Liabilities**
			Fund Balances:
			Reserved:
-	-	-	Reserved for encumbrances
-	-	-	Reserved for prepaid and other assets
-	939,065	2,367,173	Reserved for debt service
-	-	-	Reserved for long-term receivables
-	-	-	Reserved for advances to other funds
			Unreserved:
			Designated:
-	-	-	Designated for continuing appropriations
-	-	-	Undesignated
-	**939,065**	**2,367,173**	**Total Fund Balances**
$ 92,488	**$ 939,065**	**$ 2,397,341**	**Total Liabilities & Fund Balances**

City of Moreno Valley
Nonmajor Governmental Funds
Combining Balance Sheet
June 30, 2010

	Debt Service Funds		
	Certificates of Participation Series 1993	**Public Safety Lease Revenue Bonds 1997**	**Lease Revenue Bonds 2005 Debt Service**
Assets:			
Pooled cash and investments	$ -	$ 763,764	$ 8,788,144
Receivables:			
Accounts	-	-	-
Notes and loans	-	-	-
Interest	-	-	-
Prepaid costs	-	-	-
Due from other governments	-	-	-
Due from other funds	-	-	-
Advances to other funds	-	-	-
Total Assets	**$ -**	**$ 763,764**	**$ 8,788,144**
Liabilities and Fund Balances:			
Liabilities:			
Accounts payable	$ -	$ -	$ -
Accrued liabilities	-	-	-
Due to other funds	-	-	-
Due to other governments	-	-	-
Deferred revenue	-	-	-
Unearned revenue	-	-	-
Total Liabilities	**-**	**-**	**-**
Fund Balances:			
Reserved:			
Reserved for encumbrances	-	-	-
Reserved for prepaid and other assets	-	-	-
Reserved for debt service	-	763,764	8,788,144
Reserved for long-term receivables	-	-	-
Reserved for advances to other funds	-	-	-
Unreserved:			
Designated:			
Designated for continuing appropriations	-	-	-
Undesignated	-	-	-
Total Fund Balances	**-**	**763,764**	**8,788,144**
Total Liabilities & Fund Balances	**$ -**	**$ 763,764**	**$ 8,788,144**

Debt Service Funds		
2007 Towngate Improvement Refunding	2007 Towngate Refunding	
		Assets:
$ 820,975	$ 2,138,951	Pooled cash and investments
		Receivables:
-	-	Accounts
-	-	Notes and loans
-	-	Interest
-	-	Prepaid costs
-	-	Due from other governments
-	-	Due from other funds
-	-	Advances to other funds
$ 820,975	**$ 2,138,951**	**Total Assets**
		Liabilities and Fund Balances:
		Liabilities:
$ -	$ -	Accounts payable
-	-	Accrued liabilities
-	-	Due to other funds
-	-	Due to other governments
-	-	Deferred revenue
-	-	Unearned revenue
-	**-**	**Total Liabilities**
		Fund Balances:
		Reserved:
-	-	Reserved for encumbrances
-	-	Reserved for prepaid and other assets
820,975	2,138,951	Reserved for debt service
-	-	Reserved for long-term receivables
-	-	Reserved for advances to other funds
		Unreserved:
		Designated:
-	-	Designated for continuing appropriations
-	-	Undesignated
820,975	**2,138,951**	**Total Fund Balances**
$ 820,975	**$ 2,138,951**	**Total Liabilities & Fund Balances**

City of Moreno Valley
Nonmajor Governmental Funds
Combining Balance Sheet
June 30, 2010

	Permanent Funds			
	Celebration Park Endowment	**Equestrian Trail Endowment**	**Rockridge Park Endowment**	**Total Nonmajor Funds**
Assets:				
Pooled cash and investments	$ 57,304	$ 11,983	$ 100,000	$ 67,097,024
Receivables:				
Accounts	-	-	-	3,028,871
Notes and loans	-	-	-	4,041,971
Interest	-	-	-	204,422
Prepaid costs	-	-	-	28,147
Due from other governments	-	-	-	4,061,178
Due from other funds	-	-	-	90,291
Advances to other funds	-	-	-	580,657
Total Assets	**$ 57,304**	**$ 11,983**	**$ 100,000**	**$ 79,132,561**
Liabilities and Fund Balances:				
Liabilities:				
Accounts payable	$ -	$ -	$ -	$ 3,783,527
Accrued liabilities	-	-	-	691,228
Due to other funds	-	-	-	3,755,330
Due to other governments	-	-	-	593
Deferred revenue	-	-	-	364,405
Unearned revenue	-	-	-	350,610
Total Liabilities	**-**	**-**	**-**	**8,945,693**
Fund Balances:				
Reserved:				
Reserved for encumbrances	-	-	-	6,180,337
Reserved for prepaid and other assets	-	-	-	28,147
Reserved for debt service	-	-	-	15,818,072
Reserved for long-term receivables	-	-	-	4,041,971
Reserved for advances to other funds	-	-	-	580,657
Unreserved:				
Designated:				
Designated for continuing appropriations	-	-	-	26,299,049
Undesignated	57,304	11,983	100,000	17,238,635
Total Fund Balances	**57,304**	**11,983**	**100,000**	**70,186,868**
Total Liabilities & Fund Balances	**$ 57,304**	**$ 11,983**	**$ 100,000**	**$ 79,132,561**

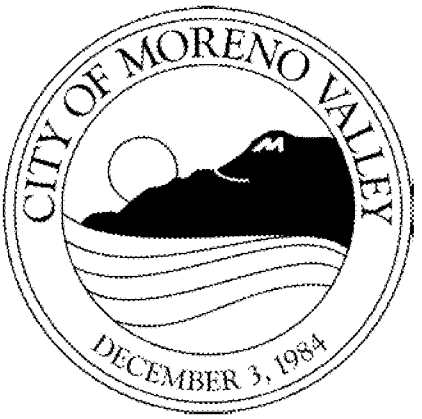
CITY OF MORENO VALLEY
DECEMBER 3, 1984

City of Moreno Valley
Nonmajor Governmental Funds
Combining Statement of Revenues,
Expenditures and Changes in Fund Balance
Year ended June 30, 2010

	Special Revenue Funds		
	State Gasoline Tax	**Article 3 Transportation**	**Measure A**
Revenues:			
Taxes:			
Property taxes	$ -	$ -	$ -
Sales taxes	-	-	-
Other Taxes	-	-	-
Intergovernmental	2,992,075	-	5,560,175
Charges for services	-	-	-
Use of money and property	289	14,882	444,841
Miscellaneous	37,772	-	1,747
Total Revenues	**3,030,136**	**14,882**	**6,006,763**
Expenditures:			
Current:			
General government	-	-	-
Public safety	-	-	-
Community development	-	-	-
Public works	3,351,302	-	1,034,199
Community and cultural	-	-	-
Capital outlay	-	-	6,925,711
Debt Service:			
Principal retirement	-	-	-
Interest and fiscal charges	-	-	-
Total Expenditures	**3,351,302**	**-**	**7,959,910**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**(321,166)**	**14,882**	**(1,953,147)**
Other Financing Sources (Uses)			
Transfers in	1,000,000	-	376,984
Transfers out	(1,000,000)	(376,984)	-
Total Other Financing Sources (Uses)	**-**	**(376,984)**	**376,984**
Net Change in Fund Balances	**(321,166)**	**(362,102)**	**(1,576,163)**
Fund Balances, Beginning of Year, as Restated	1,030,964	362,102	13,140,763
Fund Balances, End of Year	**$ 709,798**	**$ -**	**$ 11,564,600**

Special Revenue Funds			
Law Enforcement	Public Education/ Government Access Program	Air Quality Management	
			Revenues:
			Taxes:
$ -	$ -	$ -	Property taxes
-	-	-	Sales taxes
-	-	-	Other Taxes
1,100,288	-	293,423	Intergovernmental
-	-	-	Charges for services
17,780	-	21,882	Use of money and property
5,269	468,097	-	Miscellaneous
1,123,337	**468,097**	**315,305**	**Total Revenues**
			Expenditures:
			Current:
-	436,533	-	General government
712,423	-	-	Public safety
56,946	-	-	Community development
-	-	170,309	Public works
-	-	-	Community and cultural
320,520	-	34,027	Capital outlay
			Debt Service:
-	-	-	Principal retirement
-	-	-	Interest and fiscal charges
1,089,889	**436,533**	**204,336**	**Total Expenditures**
33,448	**31,564**	**110,969**	***Excess (Deficiency) of Revenues Over (Under) Expenditures***
			Other Financing Sources (Uses)
-	300,000	-	Transfers in
(346,960)	(339,150)	-	Transfers out
(346,960)	**(39,150)**	**-**	**Total Other Financing Sources (Uses)**
(313,512)	**(7,586)**	**110,969**	***Net Change in Fund Balances***
314,994	1,936,121	443,259	**Fund Balances, Beginning of Year, as Restated**
$ 1,482	**$ 1,928,535**	**$ 554,228**	**Fund Balances, End of Year**

City of Moreno Valley
Nonmajor Governmental Funds
Combining Statement of Revenues,
Expenditures and Changes in Fund Balance
Year ended June 30, 2010

	Special Revenue Funds		
	Community Development Block Grant	**Special Districts Administration**	**NPDES CSA**
Revenues:			
Taxes:			
Property taxes	$ -	$ -	$ -
Sales taxes	-	-	-
Other Taxes	-	-	-
Intergovernmental	2,238,534	-	94,168
Charges for services	-	726,522	471,467
Use of money and property	-	27,862	-
Miscellaneous	2,313	-	-
Total Revenues	**2,240,847**	**754,384**	**565,635**
Expenditures:			
Current:			
General government	-	-	-
Public safety	-	-	-
Community development	1,346,985	-	-
Public works	-	1,176,018	836,257
Community and cultural	-	-	-
Capital outlay	954,699	-	-
Debt Service:			
Principal retirement	-	-	-
Interest and fiscal charges	-	-	-
Total Expenditures	**2,301,684**	**1,176,018**	**836,257**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**(60,837)**	**(421,634)**	**(270,622)**
Other Financing Sources (Uses)			
Transfers in	-	-	161,274
Transfers out	(5,053)	-	-
Total Other Financing Sources (Uses)	**(5,053)**	**-**	**161,274**
Net Change in Fund Balances	**(65,890)**	**(421,634)**	**(109,348)**
Fund Balances, Beginning of Year, as Restated	194,838	1,375,665	418,069
Fund Balances, End of Year	**$ 128,948**	**$ 954,031**	**$ 308,721**

Housing Assistance Programs	Child Care Grant	Parks and Community Services PAL Grant	
Special Revenue Funds			
			Revenues:
			Taxes:
$ -	$ -	$ -	Property taxes
-	-	-	Sales taxes
-	-	-	Other Taxes
777,484	694,528	-	Intergovernmental
-	17,293	-	Charges for services
100	-	-	Use of money and property
-	102	-	Miscellaneous
777,584	**711,923**	**-**	**Total Revenues**
			Expenditures:
			Current:
-	-	-	General government
-	-	-	Public safety
144,951	-	-	Community development
-	-	-	Public works
-	687,265	-	Community and cultural
-	-	-	Capital outlay
			Debt Service:
-	24,658	-	Principal retirement
-	-	-	Interest and fiscal charges
144,951	**711,923**	**-**	**Total Expenditures**
632,633	**-**	**-**	***Excess (Deficiency) of Revenues Over (Under) Expenditures***
			Other Financing Sources (Uses)
-	-	-	Transfers in
-	-	(17,414)	Transfers out
-	**-**	**(17,414)**	**Total Other Financing Sources (Uses)**
632,633	**-**	**(17,414)**	***Net Change in Fund Balances***
3,773,309	(14,140)	17,414	**Fund Balances, Beginning of Year, as Restated**
$ 4,405,942	**$ (14,140)**	**$ -**	**Fund Balances, End of Year**

City of Moreno Valley
Nonmajor Governmental Funds
Combining Statement of Revenues,
Expenditures and Changes in Fund Balance
Year ended June 30, 2010

	Special Revenue Funds		
	Used Oil Recycling	**Storm Water Maintenance**	**Traffic Congestion Relief**
Revenues:			
Taxes:			
Property taxes	$ -	$ -	$ -
Sales taxes	-	-	-
Other Taxes	-	-	-
Intergovernmental	39,289	315,259	1,690,338
Charges for services	-	-	-
Use of money and property	-	-	33,710
Miscellaneous	-	-	-
Total Revenues	**39,289**	**315,259**	**1,724,048**
Expenditures:			
Current:			
General government	21,351	-	-
Public safety	-	-	-
Community development	-	-	-
Public works	-	525,214	1,468,275
Community and cultural	-	-	-
Capital outlay	-	-	-
Debt Service:			
Principal retirement	-	-	-
Interest and fiscal charges	-	-	-
Total Expenditures	**21,351**	**525,214**	**1,468,275**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**17,938**	**(209,955)**	**255,773**
Other Financing Sources (Uses)			
Transfers in	1,232	181,978	-
Transfers out	(369)	-	-
Total Other Financing Sources (Uses)	**863**	**181,978**	**-**
Net Change in Fund Balances	**18,801**	**(27,977)**	**255,773**
Fund Balances, Beginning of Year, as Restated	(44,475)	8,807	1,304,998
Fund Balances, End of Year	**$ (25,674)**	**$ (19,170)**	**$ 1,560,771**

Special Revenue Funds			
Disaster	Beverage Container Recycling	Emergency Management Preparedness Grant	
			Revenues:
			Taxes:
$ -	$ -	$ -	Property taxes
-	-	-	Sales taxes
-	-	-	Other Taxes
-	7,767	70,096	Intergovernmental
-	-	-	Charges for services
-	-	-	Use of money and property
-	-	-	Miscellaneous
-	**7,767**	**70,096**	**Total Revenues**
			Expenditures:
			Current:
-	6,632	-	General government
-	-	107,465	Public safety
-	-	-	Community development
-	-	-	Public works
-	-	-	Community and cultural
-	-	-	Capital outlay
			Debt Service:
-	-	-	Principal retirement
-	-	-	Interest and fiscal charges
-	**6,632**	**107,465**	**Total Expenditures**
-	**1,135**	**(37,369)**	***Excess (Deficiency) of Revenues Over (Under) Expenditures***
			Other Financing Sources (Uses)
-	-	32,967	Transfers in
-	-	-	Transfers out
-	**-**	**32,967**	**Total Other Financing Sources (Uses)**
-	**1,135**	**(4,402)**	***Net Change in Fund Balances***
340,453	(1,135)	4,402	**Fund Balances, Beginning of Year, as Restated**
$ 340,453	**$ -**	**$ -**	**Fund Balances, End of Year**

City of Moreno Valley
Nonmajor Governmental Funds
Combining Statement of Revenues,
Expenditures and Changes in Fund Balance
Year ended June 30, 2010

	Special Revenue Funds		
	ASES Program Grant	**Box Springs Water EPA Grant**	**TCA2-06-22 Local Gov't Waste TI**
Revenues:			
Taxes:			
Property taxes	$ -	$ -	$ -
Sales taxes	-	-	-
Other Taxes	-	-	-
Intergovernmental	4,465,067	60,016	-
Charges for services	-	-	-
Use of money and property	23,495	351	-
Miscellaneous	4,399	-	-
Total Revenues	**4,492,961**	**60,367**	**-**
Expenditures:			
Current:			
General government	-	-	-
Public safety	-	-	-
Community development	-	-	-
Public works	-	55,993	2,284
Community and cultural	4,629,478	-	-
Capital outlay	-	-	-
Debt Service:			
Principal retirement	-	-	-
Interest and fiscal charges	-	-	-
Total Expenditures	**4,629,478**	**55,993**	**2,284**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**(136,517)**	**4,374**	**(2,284)**
Other Financing Sources (Uses)			
Transfers in	-	-	2,284
Transfers out	-	(4,237)	-
Total Other Financing Sources (Uses)	**-**	**(4,237)**	**2,284**
Net Change in Fund Balances	**(136,517)**	**137**	**-**
Fund Balances, Beginning of Year, as Restated	251,810	214	-
Fund Balances, End of Year	**$ 115,293**	**$ 351**	**$ -**

Special Revenue Funds			
TRI16-06-1 Targeted Rubberized	Prop 1B	Neighborhood Stabilization Grant	
			Revenues:
			Taxes:
$ -	$ -	$ -	Property taxes
-	-	-	Sales taxes
-	-	-	Other Taxes
-	2,682,869	4,448,719	Intergovernmental
-	-	-	Charges for services
-	-	-	Use of money and property
-	368	400	Miscellaneous
-	**2,683,237**	**4,449,119**	**Total Revenues**
			Expenditures:
			Current:
-	-	-	General government
-	-	-	Public safety
-	-	5,297,010	Community development
26,474	889,288	-	Public works
-	-	-	Community and cultural
-	-	-	Capital outlay
			Debt Service:
-	-	-	Principal retirement
-	-	-	Interest and fiscal charges
26,474	**889,288**	**5,297,010**	**Total Expenditures**
(26,474)	**1,793,949**	**(847,891)**	***Excess (Deficiency) of Revenues Over (Under) Expenditures***
			Other Financing Sources (Uses)
-	-	-	Transfers in
-	-	-	Transfers out
-	**-**	**-**	**Total Other Financing Sources (Uses)**
(26,474)	**1,793,949**	**(847,891)**	***Net Change in Fund Balances***
-	2,419,144	(321)	**Fund Balances, Beginning of Year, as Restated**
$ (26,474)	**$ 4,213,093**	**$ (848,212)**	**Fund Balances, End of Year**

City of Moreno Valley
Nonmajor Governmental Funds
Combining Statement of Revenues,
Expenditures and Changes in Fund Balance
Year ended June 30, 2010

	Special Revenue Funds		
	CDBG Recovery Act of 2009	**FHWA TRANSIMS**	**CFD #4M**
Revenues:			
Taxes:			
Property taxes	$ -	$ -	$ -
Sales taxes	-	-	-
Other Taxes	-	-	-
Intergovernmental	11,515	90,196	-
Charges for services	-	-	-
Use of money and property	-	-	1,968
Miscellaneous	-	-	-
Total Revenues	**11,515**	**90,196**	**1,968**
Expenditures:			
Current:			
General government	-	-	-
Public safety	-	-	-
Community development	11,515	-	-
Public works	-	128,761	6,967
Community and cultural	-	-	-
Capital outlay	-	-	-
Debt Service:			
Principal retirement	-	-	-
Interest and fiscal charges	-	-	-
Total Expenditures	**11,515**	**128,761**	**6,967**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**-**	**(38,565)**	**(4,999)**
Other Financing Sources (Uses)			
Transfers in	-	-	-
Transfers out	-	-	-
Total Other Financing Sources (Uses)	**-**	**-**	**-**
Net Change in Fund Balances	**-**	**(38,565)**	**(4,999)**
Fund Balances, Beginning of Year, as Restated	-	14,232	60,782
Fund Balances, End of Year	**$ -**	**$ (24,333)**	**$ 55,783**

Special Revenue Funds			
H.E.A.L.	Workforce Housing Program	ETA Job Training Grant	
			Revenues:
			Taxes:
$ -	$ -	$ -	Property taxes
-	-	-	Sales taxes
-	-	-	Other Taxes
-	1,200,741	95,141	Intergovernmental
-	-	-	Charges for services
-	-	-	Use of money and property
3,000	-	-	Miscellaneous
3,000	**1,200,741**	**95,141**	**Total Revenues**
			Expenditures:
			Current:
-	-	-	General government
-	-	-	Public safety
-	-	101,768	Community development
-	-	-	Public works
-	-	-	Community and cultural
-	1,200,741	-	Capital outlay
			Debt Service:
-	-	-	Principal retirement
-	-	-	Interest and fiscal charges
-	**1,200,741**	**101,768**	**Total Expenditures**
3,000	**-**	**(6,627)**	***Excess (Deficiency) of Revenues Over (Under) Expenditures***
			Other Financing Sources (Uses)
-	-	-	Transfers in
-	-	-	Transfers out
-	**-**	**-**	**Total Other Financing Sources (Uses)**
3,000	**-**	**(6,627)**	***Net Change in Fund Balances***
-	**-**	**-**	**Fund Balances, Beginning of Year, as Restated**
$ 3,000	**$ -**	**$ (6,627)**	**Fund Balances, End of Year**

City of Moreno Valley
Nonmajor Governmental Funds
Combining Statement of Revenues,
Expenditures and Changes in Fund Balance
Year ended June 30, 2010

	Special Revenue Funds		
	Homelessness Prevention Program	**Energy Efficiency & Conservation Block Grant**	**Civil Penalties**
Revenues:			
Taxes:			
Property taxes	$ -	$ -	$ -
Sales taxes	-	-	-
Other Taxes	-	-	-
Intergovernmental	419,863	97,268	-
Charges for services	-	-	-
Use of money and property	-	-	1,711
Miscellaneous	-	-	85,006
Total Revenues	**419,863**	**97,268**	**86,717**
Expenditures:			
Current:			
General government	-	1,383	-
Public safety	-	-	-
Community development	419,863	-	-
Public works	-	-	-
Community and cultural	-	-	-
Capital outlay	-	95,885	-
Debt Service:			
Principal retirement	-	-	-
Interest and fiscal charges	-	-	-
Total Expenditures	**419,863**	**97,268**	**-**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**-**	**-**	**86,717**
Other Financing Sources (Uses)			
Transfers in	-	-	-
Transfers out	-	-	-
Total Other Financing Sources (Uses)	**-**	**-**	**-**
Net Change in Fund Balances	**-**	**-**	**86,717**
Fund Balances, Beginning of Year, as Restated	-	-	197,697
Fund Balances, End of Year	**$ -**	**$ -**	**$ 284,414**

Item No. G.5

Special Revenue Funds	
Emergency Services Agency Fines	
	Revenues:
	Taxes:
$ -	Property taxes
-	Sales taxes
-	Other Taxes
50,863	Intergovernmental
-	Charges for services
1,256	Use of money and property
-	Miscellaneous
52,119	**Total Revenues**
	Expenditures:
	Current:
-	General government
38,407	Public safety
-	Community development
-	Public works
-	Community and cultural
-	Capital outlay
	Debt Service:
-	Principal retirement
-	Interest and fiscal charges
38,407	**Total Expenditures**
13,712	***Excess (Deficiency) of Revenues Over (Under) Expenditures***
	Other Financing Sources (Uses)
-	Transfers in
-	Transfers out
-	**Total Other Financing Sources (Uses)**
13,712	***Net Change in Fund Balances***
184,674	**Fund Balances, Beginning of Year, as Restated**
$ 198,386	**Fund Balances, End of Year**

City of Moreno Valley
Nonmajor Governmental Funds
Combining Statement of Revenues,
Expenditures and Changes in Fund Balance
Year ended June 30, 2010

	Capital Projects Funds		
	City Hall Capital/ Administration	**Capital Improvements**	**Public Works Capital Projects**
Revenues:			
Taxes:			
Property taxes	$ -	$ -	$ -
Sales taxes	-	-	-
Other Taxes	-	-	-
Intergovernmental	-	-	-
Charges for services	-	-	30,000
Use of money and property	-	-	-
Miscellaneous	745	-	-
Total Revenues	**745**	**-**	**30,000**
Expenditures:			
Current:			
General government	-	-	-
Public safety	-	-	-
Community development	-	-	-
Public works	-	-	1,658
Community and cultural	-	-	-
Capital outlay	697,907	-	-
Debt Service:			
Principal retirement	-	-	-
Interest and fiscal charges	-	-	-
Total Expenditures	**697,907**	**-**	**1,658**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**(697,162)**	**-**	**28,342**
Other Financing Sources (Uses)			
Transfers in	-	-	-
Transfers out	(2,996,578)	-	-
Total Other Financing Sources (Uses)	**(2,996,578)**	**-**	**-**
Net Change in Fund Balances	**(3,693,740)**	**-**	**28,342**
Fund Balances, Beginning of Year, as Restated	14,215,341	176,852	43,517
Fund Balances, End of Year	**$ 10,521,601**	**$ 176,852**	**$ 71,859**

Item No. G.5

Capital Projects Funds			
Traffic Signal Mitigation	**Fire Services Capital Projects**	**Park Acquisition and Development**	
			Revenues:
			Taxes:
$ -	$ -	$ -	Property taxes
-	-	-	Sales taxes
-	-	-	Other Taxes
-	-	-	Intergovernmental
-	-	-	Charges for services
-	-	-	Use of money and property
-	-	-	Miscellaneous
-	**-**	**-**	**Total Revenues**
			Expenditures:
			Current:
-	-	-	General government
-	2,887	-	Public safety
-	-	-	Community development
-	-	-	Public works
-	-	-	Community and cultural
-	-	-	Capital outlay
			Debt Service:
-	-	-	Principal retirement
-	-	-	Interest and fiscal charges
-	**2,887**	**-**	**Total Expenditures**
-	**(2,887)**	**-**	***Excess (Deficiency) of Revenues Over (Under) Expenditures***
			Other Financing Sources (Uses)
-	-	-	Transfers in
-	-	-	Transfers out
-	**-**	**-**	**Total Other Financing Sources (Uses)**
-	**(2,887)**	**-**	***Net Change in Fund Balances***
137,578	1,906,260	230	**Fund Balances, Beginning of Year, as Restated**
$ 137,578	**$ 1,903,373**	**$ 230**	**Fund Balances, End of Year**

City of Moreno Valley
Nonmajor Governmental Funds
Combining Statement of Revenues,
Expenditures and Changes in Fund Balance
Year ended June 30, 2010

	Capital Projects Funds		
	Lease Revenue Bonds 2005 Capital Projects	**Towngate Capital/ Administration**	**Warner Ranch Capital/ Development**
Revenues:			
Taxes:			
Property taxes	$ -	$ -	$ 8,672
Sales taxes	-	-	-
Other Taxes	-	1,964	-
Intergovernmental	-	-	-
Charges for services	-	-	-
Use of money and property	802	-	-
Miscellaneous	4,835	-	-
Total Revenues	**5,637**	**1,964**	**8,672**
Expenditures:			
Current:			
General government	-	-	-
Public safety	-	-	-
Community development	-	-	-
Public works	-	150,694	2,639
Community and cultural	-	-	-
Capital outlay	7,918,227	-	-
Debt Service:			
Principal retirement	-	-	-
Interest and fiscal charges	-	-	-
Total Expenditures	**7,918,227**	**150,694**	**2,639**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**(7,912,590)**	**(148,730)**	**6,033**
Other Financing Sources (Uses)			
Transfers in	-	155,450	-
Transfers out	(742)	-	-
Total Other Financing Sources (Uses)	**(742)**	**155,450**	**-**
Net Change in Fund Balances	**(7,913,332)**	**6,720**	**6,033**
Fund Balances, Beginning of Year, as Restated	12,957,368	(371)	2,085
Fund Balances, End of Year	**$ 5,044,036**	**$ 6,349**	**$ 8,118**

Capital Projects Funds			
Auto Mall Capital/ Administration	Parks and Community Services Capital Projects	TUMF Capital Projects	
			Revenues:
			Taxes:
$ -	$ -	$ -	Property taxes
-	-	-	Sales taxes
-	-	-	Other Taxes
-	-	8,355,353	Intergovernmental
-	-	-	Charges for services
-	-	-	Use of money and property
-	-	-	Miscellaneous
-	**-**	**8,355,353**	**Total Revenues**
			Expenditures:
			Current:
-	-	-	General government
-	-	-	Public safety
-	-	-	Community development
78,256	-	129	Public works
-	388	-	Community and cultural
-	115,793	5,990,602	Capital outlay
			Debt Service:
-	-	-	Principal retirement
-	-	-	Interest and fiscal charges
78,256	**116,181**	**5,990,731**	**Total Expenditures**
(78,256)	**(116,181)**	**2,364,622**	***Excess (Deficiency) of Revenues Over (Under) Expenditures***
			Other Financing Sources (Uses)
76,000	-	-	Transfers in
-	-	-	Transfers out
76,000	**-**	**-**	**Total Other Financing Sources (Uses)**
(2,256)	**(116,181)**	**2,364,622**	***Net Change in Fund Balances***
-	6,567,766	(3,005,336)	**Fund Balances, Beginning of Year, as Restated**
$ (2,256)	**$ 6,451,585**	**$ (640,714)**	**Fund Balances, End of Year**

City of Moreno Valley
Nonmajor Governmental Funds
Combining Statement of Revenues,
Expenditures and Changes in Fund Balance
Year ended June 30, 2010

	Capital Projects Funds
	DIF Capital Projects
Revenues:	
Taxes:	
Property taxes	$ -
Sales taxes	-
Other Taxes	-
Intergovernmental	-
Charges for services	-
Use of money and property	-
Miscellaneous	161
Total Revenues	**161**
Expenditures:	
Current:	
General government	-
Public safety	-
Community development	-
Public works	2,004
Community and cultural	-
Capital outlay	1,946,266
Debt Service:	
Principal retirement	-
Interest and fiscal charges	-
Total Expenditures	**1,948,270**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**(1,948,109)**
Other Financing Sources (Uses)	
Transfers in	3,212,274
Transfers out	(7,932,400)
Total Other Financing Sources (Uses)	**(4,720,126)**
Net Change in Fund Balances	**(6,668,235)**
Fund Balances, Beginning of Year, as Restated	10,825,934
Fund Balances, End of Year	**$ 4,157,699**

Debt Service Funds			
OPA Sales Tax Agreements	City Hall COPs Series 1997	Auto Mall Special Tax Bonds	
			Revenues:
			Taxes:
$ -	$ -	$ -	Property taxes
-	-	759,946	Sales taxes
-	-	1,173,443	Other Taxes
-	-	-	Intergovernmental
-	-	-	Charges for services
389,162	-	147	Use of money and property
-	-	-	Miscellaneous
389,162	**-**	**1,933,536**	**Total Revenues**
			Expenditures:
			Current:
-	-	-	General government
-	-	-	Public safety
-	-	-	Community development
-	-	-	Public works
-	-	-	Community and cultural
-	-	-	Capital outlay
			Debt Service:
-	595,000	950,000	Principal retirement
389,162	102,388	898,520	Interest and fiscal charges
389,162	**697,388**	**1,848,520**	**Total Expenditures**
-	**(697,388)**	**85,016**	***Excess (Deficiency) of Revenues Over (Under) Expenditures***
			Other Financing Sources (Uses)
-	883,740	185,125	Transfers in
-	-	(76,000)	Transfers out
-	**883,740**	**109,125**	**Total Other Financing Sources (Uses)**
-	**186,352**	**194,141**	***Net Change in Fund Balances***
-	752,713	2,173,032	**Fund Balances, Beginning of Year, as Restated**
$ -	**$ 939,065**	**$ 2,367,173**	**Fund Balances, End of Year**

City of Moreno Valley
Nonmajor Governmental Funds
Combining Statement of Revenues,
Expenditures and Changes in Fund Balance
Year ended June 30, 2010

	Debt Service Funds		
	Certificates of Participation Series 1993	**Public Safety Lease Revenue Bonds 1997**	**Lease Revenue Bonds 2005 Debt Service**
Revenues:			
Taxes:			
Property taxes	$ -	$ -	$ -
Sales taxes	-	-	-
Other Taxes	-	-	-
Intergovernmental	-	-	-
Charges for services	-	-	-
Use of money and property	-	44	310
Miscellaneous	-	-	-
Total Revenues	**-**	**44**	**310**
Expenditures:			
Current:			
General government	-	-	-
Public safety	-	-	-
Community development	-	-	-
Public works	-	-	-
Community and cultural	-	-	-
Capital outlay	-	-	-
Debt Service:			
Principal retirement	-	195,000	805,000
Interest and fiscal charges	2,000	206,918	1,843,017
Total Expenditures	**2,000**	**401,918**	**2,648,017**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**(2,000)**	**(401,874)**	**(2,647,707)**
Other Financing Sources (Uses)			
Transfers in	-	404,169	2,644,259
Transfers out	(421,959)	-	-
Total Other Financing Sources (Uses)	**(421,959)**	**404,169**	**2,644,259**
Net Change in Fund Balances	**(423,959)**	**2,295**	**(3,448)**
Fund Balances, Beginning of Year, as Restated	423,959	761,469	8,791,592
Fund Balances, End of Year	**$ -**	**$ 763,764**	**$ 8,788,144**

Debt Service Funds		
2007 Towngate Improvement Refunding	2007 Towngate Refunding	
		Revenues:
		Taxes:
$ -	$ -	Property taxes
-	-	Sales taxes
78,519	-	Other Taxes
-	-	Intergovernmental
-	-	Charges for services
57	277	Use of money and property
-	-	Miscellaneous
78,576	**277**	**Total Revenues**
		Expenditures:
		Current:
-	-	General government
-	-	Public safety
-	-	Community development
-	-	Public works
-	-	Community and cultural
-	-	Capital outlay
		Debt Service:
190,000	600,000	Principal retirement
168,029	409,383	Interest and fiscal charges
358,029	**1,009,383**	**Total Expenditures**
(279,453)	**(1,009,106)**	***Excess (Deficiency) of Revenues Over (Under) Expenditures***
		Other Financing Sources (Uses)
274,598	373,011	Transfers in
(15,700)	(139,750)	Transfers out
258,898	**233,261**	**Total Other Financing Sources (Uses)**
(20,555)	**(775,845)**	***Net Change in Fund Balances***
841,530	2,914,796	**Fund Balances, Beginning of Year, as Restated**
$ 820,975	**$ 2,138,951**	**Fund Balances, End of Year**

City of Moreno Valley
Nonmajor Governmental Funds
Combining Statement of Revenues,
Expenditures and Changes in Fund Balance
Year ended June 30, 2010

	Permanent Funds			
	Celebration Park Endowment	**Equestrian Trail Endowment**	**Rockridge Park Endowment**	**Total Nonmajor Funds**
Revenues:				
Taxes:				
Property taxes	$ -	$ -	$ -	$ 8,672
Sales taxes	-	-	-	759,946
Other Taxes	-	-	-	1,253,926
Intergovernmental	-	-	-	37,851,035
Charges for services	-	-	-	1,245,282
Use of money and property	2,332	518	-	983,776
Miscellaneous	-	-	100,000	714,214
Total Revenues	**2,332**	**518**	**100,000**	**42,816,851**
Expenditures:				
Current:				
General government	-	-	-	465,899
Public safety	-	-	-	861,182
Community development	-	-	-	7,379,038
Public works	-	-	-	9,906,721
Community and cultural	-	-	-	5,317,131
Capital outlay	-	-	-	26,200,378
Debt Service:				
Principal retirement	-	-	-	3,359,658
Interest and fiscal charges	-	-	-	4,019,417
Total Expenditures	**-**	**-**	**-**	**57,509,424**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**2,332**	**518**	**100,000**	**(14,692,573)**
Other Financing Sources (Uses)				
Transfers in	-	-	-	10,265,345
Transfers out	-	-	-	(13,673,296)
Total Other Financing Sources (Uses)	**-**	**-**	**-**	**(3,407,951)**
Net Change in Fund Balances	**2,332**	**518**	**100,000**	**(18,100,524)**
Fund Balances, Beginning of Year, as Restated	54,972	11,465	-	88,287,392
Fund Balances, End of Year	**$ 57,304**	**$ 11,983**	**$ 100,000**	**$ 70,186,868**

City of Moreno Valley
State Gasoline Tax Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ 2,527,500	$ 2,527,500	$ 2,992,075	$ 464,575
Use of money and property	15,675	15,675	289	(15,386)
Miscellaneous	2,000	22,000	37,772	15,772
Total Revenues	**2,545,175**	**2,565,175**	**3,030,136**	**464,961**
Expenditures:				
Current:				
Public works	3,488,805	3,845,713	3,351,302	494,411
Total Expenditures	**3,488,805**	**3,845,713**	**3,351,302**	**494,411**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(943,630)	(1,280,538)	(321,166)	959,372
Other Financing Sources (Uses):				
Transfers in (note 7)	1,000,000	1,000,000	1,000,000	-
Transfers out (note 7)	-	(1,000,000)	(1,000,000)	-
Total Other Financing Sources (Uses)	**1,000,000**	-	-	-
Net Change in Fund Balances	56,370	(1,280,538)	(321,166)	959,372
Fund Balances, Beginning of Year	1,030,964	1,030,964	1,030,964	-
Fund Balances, End of Year	**$ 1,087,334**	**$ (249,574)**	**$ 709,798**	**$ 959,372**

City of Moreno Valley
Article 3 Transportation Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Use of money and property	$ -	$ -	$ 14,882	$ 14,882
Total Revenues	-	-	**14,882**	**14,882**
Expenditures:				
Capital outlay	-	5,000	-	5,000
Total Expenditures	-	**5,000**	-	**5,000**
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	(5,000)	14,882	19,882
Other Financing Sources (Uses):				
Transfers out (note 7)	-	-	(376,984)	(376,984)
Total Other Financing Sources (Uses)	-	-	**(376,984)**	**(376,984)**
Net Change in Fund Balances	-	(5,000)	(362,102)	(357,102)
Fund Balances, Beginning of Year	362,102	362,102	362,102	-
Fund Balances, End of Year	**$ 362,102**	**$ 357,102**	**$ -**	**$ (357,102)**

City of Moreno Valley
Measure A Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ 8,922,839	$ 8,922,839	$ 5,560,175	$ (3,362,664)
Use of money and property	300,000	300,000	444,841	144,841
Miscellaneous	1,000	1,000	1,747	747
Total Revenues	**9,223,839**	**9,223,839**	**6,006,763**	**(3,217,076)**
Expenditures:				
Current:				
Public works	421,531	298,383	1,034,199	(735,816)
Capital outlay	14,094,788	24,081,575	6,925,711	17,155,864
Total Expenditures	**14,516,319**	**24,379,958**	**7,959,910**	**16,420,048**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(5,292,480)	(15,156,119)	(1,953,147)	13,202,972
Other Financing Sources (Uses):				
Transfers in (note 7)	-	-	376,984	376,984
Total Other Financing Sources (Uses)	-	-	**376,984**	**376,984**
Net Change in Fund Balances	(5,292,480)	(15,156,119)	(1,576,163)	13,579,956
Fund Balances, Beginning of Year	13,140,763	13,140,763	13,140,763	-
Fund Balances, End of Year	**$ 7,848,283**	**$ (2,015,356)**	**$ 11,564,600**	**$ 13,579,956**

City of Moreno Valley
Law Enforcement Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ 390,809	$ 1,407,547	$ 1,100,288	$ (307,259)
Use of money and property	2,505	3,218	17,780	14,562
Miscellaneous	-	50,668	5,269	(45,399)
Total Revenues	**393,314**	**1,461,433**	**1,123,337**	**(338,096)**
Expenditures:				
Current:				
Public safety	409,326	761,949	712,423	49,526
Community development	36,000	61,026	56,946	4,080
Capital outlay	74,403	420,054	320,520	99,534
Total Expenditures	**519,729**	**1,243,029**	**1,089,889**	**153,140**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(126,415)	218,404	33,448	(184,956)
Other Financing Sources (Uses):				
Transfers out (note 7)	-	-	(346,960)	(346,960)
Total Other Financing Sources (Uses)	**-**	**-**	**(346,960)**	**(346,960)**
Net Change in Fund Balances	(126,415)	218,404	(313,512)	(531,916)
Fund Balances, Beginning of Year	314,994	314,994	314,994	-
Fund Balances, End of Year	**$ 188,579**	**$ 533,398**	**$ 1,482**	**$ (531,916)**

City of Moreno Valley
Pubic Education/Government Access Program Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Miscellaneous	$ 250,000	$ 250,000	$ 468,097	$ 218,097
Total Revenues	**250,000**	**250,000**	**468,097**	**218,097**
Expenditures:				
Current:				
General government	453,516	436,100	436,533	(433)
Total Expenditures	**453,516**	**436,100**	**436,533**	**(433)**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(203,516)	(186,100)	31,564	217,664
Other Financing Sources (Uses):				
Transfers in (note 7)	300,000	300,000	300,000	-
Transfers out (note 7)	-	(339,150)	(339,150)	-
Total Other Financing Sources (Uses)	**300,000**	**(39,150)**	**(39,150)**	**-**
Net Change in Fund Balances	96,484	(225,250)	(7,586)	217,664
Fund Balances, Beginning of Year	1,936,121	1,936,121	1,936,121	-
Fund Balances, End of Year	**$ 2,032,605**	**$ 1,710,871**	**$ 1,928,535**	**$ 217,664**

City of Moreno Valley
Air Quality Management Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ 200,000	$ 200,000	$ 293,423	$ 93,423
Use of money and property	10,492	10,492	21,882	11,390
Total Revenues	**210,492**	**210,492**	**315,305**	**104,813**
Expenditures:				
Current:				
Public works	117,968	172,302	170,309	1,993
Capital outlay	519,860	594,429	34,027	560,402
Total Expenditures	**637,828**	**766,731**	**204,336**	**562,395**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(427,336)	(556,239)	110,969	667,208
Net Change in Fund Balances	(427,336)	(556,239)	110,969	667,208
Fund Balances, Beginning of Year	443,259	443,259	443,259	-
Fund Balances, End of Year	**$ 15,923**	**$ (112,980)**	**$ 554,228**	**$ 667,208**

City of Moreno Valley
Community Development Block Grant Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
Revenues:				
Intergovernmental	$ 3,429,146	$ 3,429,146	$ 2,238,534	$ (1,190,612)
Miscellaneous	-	-	2,313	2,313
Total Revenues	**3,429,146**	**3,429,146**	**2,240,847**	**(1,188,299)**
Expenditures:				
Current:				
Community development	1,921,378	1,762,313	1,346,985	415,328
Capital outlay	-	1,750,957	954,699	796,258
Total Expenditures	**1,921,378**	**3,513,270**	**2,301,684**	**1,211,586**
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,507,768	(84,124)	(60,837)	23,287
Other Financing Sources (Uses):				
Transfers out (note 7)	-	-	(5,053)	(5,053)
Total Other Financing Sources (Uses)	-	-	**(5,053)**	**(5,053)**
Net Change in Fund Balances	1,507,768	(84,124)	(65,890)	18,234
Fund Balances, Beginning of Year	194,838	194,838	194,838	-
Fund Balances, End of Year	**$ 1,702,606**	**$ 110,714**	**$ 128,948**	**$ 18,234**

City of Moreno Valley
Special Districts Administration Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Charges for services	$ 943,470	$ 943,470	$ 726,522	$ (216,948)
Use of money and property	42,308	42,308	27,862	(14,446)
Total Revenues	**985,778**	**985,778**	**754,384**	**(231,394)**
Expenditures:				
Current:				
Public works	1,364,603	1,169,779	1,176,018	(6,239)
Total Expenditures	**1,364,603**	**1,169,779**	**1,176,018**	**(6,239)**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(378,825)	(184,001)	(421,634)	(237,633)
Net Change in Fund Balances	(378,825)	(184,001)	(421,634)	(237,633)
Fund Balances, Beginning of Year	1,375,665	1,375,665	1,375,665	-
Fund Balances, End of Year	**$ 996,840**	**$ 1,191,664**	**$ 954,031**	**$ (237,633)**

City of Moreno Valley
NPDES CSA Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ 123,935	$ 123,935	$ 94,168	$ (29,767)
Charges for services	715,238	715,238	471,467	(243,771)
Total Revenues	**839,173**	**839,173**	**565,635**	**(273,538)**
Expenditures:				
Current:				
Public works	907,607	805,538	836,257	(30,719)
Total Expenditures	**907,607**	**805,538**	**836,257**	**(30,719)**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(68,434)	33,635	(270,622)	(304,257)
Other Financing Sources (Uses):				
Transfers in (note 7)	112,559	112,559	161,274	48,715
Total Other Financing Sources (Uses)	**112,559**	**112,559**	**161,274**	**48,715**
Net Change in Fund Balances	44,125	146,194	(109,348)	(255,542)
Fund Balances, Beginning of Year	418,069	418,069	418,069	-
Fund Balances, End of Year	**$ 462,194**	**$ 564,263**	**$ 308,721**	**$ (255,542)**

City of Moreno Valley
Housing Assistance Programs Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ 379,961	$ 379,961	$ 777,484	$ 397,523
Use of money and property	-	-	100	100
Total Revenues	**379,961**	**379,961**	**777,584**	**397,623**
Expenditures:				
Current:				
Community development	386,644	381,423	144,951	236,472
Capital outlay	-	894,985	-	894,985
Total Expenditures	**386,644**	**1,276,408**	**144,951**	**1,131,457**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(6,683)	(896,447)	632,633	1,529,080
Net Change in Fund Balances	(6,683)	(896,447)	632,633	1,529,080
Fund Balances, Beginning of Year	3,773,309	3,773,309	3,773,309	-
Fund Balances, End of Year	**$ 3,766,626**	**$ 2,876,862**	**$ 4,405,942**	**$ 1,529,080**

City of Moreno Valley
Child Care Grant Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
Revenues:				
Intergovernmental	$ 914,900	$ 914,900	$ 694,528	$ (220,372)
Charges for services	26,000	26,000	17,293	(8,707)
Miscellaneous	-	-	102	102
Total Revenues	**940,900**	**940,900**	**711,923**	**(228,977)**
Expenditures:				
Current:				
Community and cultural	888,489	766,456	687,265	79,191
Debt service:				
Principal retirement	-	-	24,658	(24,658)
Total Expenditures	**888,489**	**766,456**	**711,923**	**54,533**
Excess (Deficiency) of Revenues Over (Under) Expenditures	52,411	174,444	-	(174,444)
Net Change in Fund Balances	52,411	174,444	-	(174,444)
Fund Balances, Beginning of Year	(14,140)	(14,140)	(14,140)	-
Fund Balances, End of Year	**$ 38,271**	**$ 160,304**	**$ (14,140)**	**$ (174,444)**

City of Moreno Valley
Parks & Community Services PAL Grant Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Other Financing Sources (Uses):				
Transfers out (note 7)	$ -	$ -	$ (17,414)	$ (17,414)
Total Other Financing Sources (Uses)	-	-	**(17,414)**	**(17,414)**
Net Change in Fund Balances	-	-	(17,414)	(17,414)
Fund Balances, Beginning of Year	17,414	17,414	17,414	-
Fund Balances, End of Year	**$ 17,414**	**$ 17,414**	**$ -**	**$ (17,414)**

Item No. G.5

City of Moreno Valley
Used Oil Recycling Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ 41,988	$ 41,988	$ 39,289	$ (2,699)
Total Revenues	**41,988**	**41,988**	**39,289**	**(2,699)**
Expenditures:				
Current:				
General government	43,844	22,182	21,351	831
Total Expenditures	**43,844**	**22,182**	**21,351**	**831**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,856)	19,806	17,938	(1,868)
Other Financing Sources (Uses):				
Transfers in (note 7)	-	-	1,232	1,232
Transfers out (note 7)	-	-	(369)	(369)
Total Other Financing Sources (Uses)	**-**	**-**	**863**	**863**
Net Change in Fund Balances	(1,856)	19,806	18,801	(1,005)
Fund Balances, Beginning of Year, as restated	(44,475)	(44,475)	(44,475)	-
Fund Balances, End of Year	**$ (46,331)**	**$ (24,669)**	**$ (25,674)**	**$ (1,005)**

City of Moreno Valley
Storm Water Maintenance Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ 414,913	$ 414,913	$ 315,259	$ (99,654)
Total Revenues	**414,913**	**414,913**	**315,259**	**(99,654)**
Expenditures:				
Current:				
Public works	572,297	574,911	525,214	49,697
Total Expenditures	**572,297**	**574,911**	**525,214**	**49,697**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(157,384)	(159,998)	(209,955)	(49,957)
Other Financing Sources (Uses):				
Transfers in (note 7)	181,978	181,978	181,978	-
Total Other Financing Sources (Uses)	**181,978**	**181,978**	**181,978**	**-**
Net Change in Fund Balances	24,594	21,980	(27,977)	(49,957)
Fund Balances, Beginning of Year	8,807	8,807	8,807	-
Fund Balances, End of Year	**$ 33,401**	**$ 30,787**	**$ (19,170)**	**$ (49,957)**

City of Moreno Valley
Traffic Congestion Relief Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ 1,739,098	$ 1,739,098	$ 1,690,338	$ (48,760)
Use of money and property	40,000	40,000	33,710	(6,290)
Total Revenues	**1,779,098**	**1,779,098**	**1,724,048**	**(55,050)**
Expenditures:				
Current:				
Public works	-	1,468,274	1,468,275	(1)
Total Expenditures	**-**	**1,468,274**	**1,468,275**	**(1)**
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,779,098	310,824	255,773	(55,051)
Net Change in Fund Balances	1,779,098	310,824	255,773	(55,051)
Fund Balances, Beginning of Year	1,304,998	1,304,998	1,304,998	-
Fund Balances, End of Year	**$ 3,084,096**	**$ 1,615,822**	**$ 1,560,771**	**$ (55,051)**

City of Moreno Valley
Disaster Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
Fund Balances, Beginning of Year	$ 340,453	$ 340,453	$ 340,453	$ -
Fund Balances, End of Year	**$ 340,453**	**$ 340,453**	**$ 340,453**	**$ -**

City of Moreno Valley
Beverage Container Recycling Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
Revenues:				
Intergovernmental	$ 47,349	$ 47,349	$ 7,767	$ (39,582)
Total Revenues	**47,349**	**47,349**	**7,767**	**(39,582)**
Expenditures:				
Current:				
General government	47,349	-	6,632	(6,632)
Total Expenditures	**47,349**	**-**	**6,632**	**(6,632)**
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	47,349	1,135	(46,214)
Net Change in Fund Balances	-	47,349	1,135	(46,214)
Fund Balances, Beginning of Year	(1,135)	(1,135)	(1,135)	-
Fund Balances, End of Year	**$ (1,135)**	**$ 46,214**	**$ -**	**$ (46,214)**

City of Moreno Valley
Emergency Management Preparedness Grant Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ 100,000	$ 100,000	$ 70,096	$ (29,904)
Total Revenues	**100,000**	**100,000**	**70,096**	**(29,904)**
Expenditures:				
Current:				
Public safety	191,291	97,025	107,465	(10,440)
Total Expenditures	**191,291**	**97,025**	**107,465**	**(10,440)**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(91,291)	2,975	(37,369)	(40,344)
Other Financing Sources (Uses):				
Transfers in (note 7)	-	32,967	32,967	-
Total Other Financing Sources (Uses)	**-**	**32,967**	**32,967**	**-**
Net Change in Fund Balances	(91,291)	35,942	(4,402)	(40,344)
Fund Balances, Beginning of Year	4,402	4,402	4,402	-
Fund Balances, End of Year	**$ (86,889)**	**$ 40,344**	**$ -**	**$ (40,344)**

City of Moreno Valley
ASES Program Grant Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ 4,543,902	$ 4,543,902	$ 4,465,067	$ (78,835)
Use of money and property	52,000	52,000	23,495	(28,505)
Miscellaneous	8,000	8,000	4,399	(3,601)
Total Revenues	**4,603,902**	**4,603,902**	**4,492,961**	**(110,941)**
Expenditures:				
Current:				
Community and cultural	4,249,508	4,545,845	4,629,478	(83,633)
Total Expenditures	**4,249,508**	**4,545,845**	**4,629,478**	**(83,633)**
Excess (Deficiency) of Revenues Over (Under) Expenditures	354,394	58,057	(136,517)	(194,574)
Net Change in Fund Balances	354,394	58,057	(136,517)	(194,574)
Fund Balances, Beginning of Year	251,810	251,810	251,810	-
Fund Balances, End of Year	**$ 606,204**	**$ 309,867**	**$ 115,293**	**$ (194,574)**

City of Moreno Valley
Box Springs Water EPA Grant Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ 19,078	$ 19,078	$ 60,016	$ 40,938
Use of money and property	500	500	351	(149)
Total Revenues	**19,578**	**19,578**	**60,367**	**40,789**
Expenditures:				
Current:				
Public works	45,850	67,443	55,993	11,450
Capital outlay	7,000	7,000	-	7,000
Total Expenditures	**52,850**	**74,443**	**55,993**	**18,450**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(33,272)	(54,865)	4,374	59,239
Other Financing Sources (Uses):				
Transfers out (note 7)	-	-	(4,237)	(4,237)
Total Other Financing Sources (Uses)	**-**	**-**	**(4,237)**	**(4,237)**
Net Change in Fund Balances	(33,272)	(54,865)	137	55,002
Fund Balances, Beginning of Year	214	214	214	-
Fund Balances, End of Year	**$ (33,058)**	**$ (54,651)**	**$ 351**	**$ 55,002**

City of Moreno Valley
TCA-06-22 Local Gov't Waste TI Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Expenditures:				
Current:				
Public works	$ -	$ -	$ 2,284	$ (2,284)
Total Expenditures	-	-	**2,284**	**(2,284)**
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	(2,284)	(2,284)
Other Financing Sources (Uses):				
Transfers in (note 7)	-	-	2,284	2,284
Total Other Financing Sources (Uses)	-	-	**2,284**	**2,284**
Net Change in Fund Balances	-	-	-	-
Fund Balances, Beginning of Year	-	-	-	-
Fund Balances, End of Year	$ -	$ -	$ -	$ -

City of Moreno Valley
TRI16-06-1 Target Rubberized Asphalt Concrete Incentive Grant
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ 84,000	$ 84,000	$ -	$ (84,000)
Total Revenues	**84,000**	**84,000**	**-**	**(84,000)**
Expenditures:				
Current:				
Public works	84,000	28,000	26,474	1,526
Total Expenditures	**84,000**	**28,000**	**26,474**	**1,526**
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	56,000	(26,474)	(82,474)
Net Change in Fund Balances	-	56,000	(26,474)	(82,474)
Fund Balances, Beginning of Year	-	-	-	-
Fund Balances, End of Year	**$ -**	**$ 56,000**	**$ (26,474)**	**$ (82,474)**

City of Moreno Valley
Proposition 1B Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ 2,682,869	$ 2,682,869	$ 2,682,869	$ -
Miscellaneous	-	-	368	368
Total Revenues	**2,682,869**	**2,682,869**	**2,683,237**	**368**
Expenditures:				
Current:				
Public works	-	2,419,144	889,288	1,529,856
Total Expenditures	**-**	**2,419,144**	**889,288**	**1,529,856**
Excess (Deficiency) of Revenues Over (Under) Expenditures	2,682,869	263,725	1,793,949	1,530,224
Net Change in Fund Balances	2,682,869	263,725	1,793,949	1,530,224
Fund Balances, Beginning of Year	2,419,144	2,419,144	2,419,144	-
Fund Balances, End of Year	**$ 5,102,013**	**$ 2,682,869**	**$ 4,213,093**	**$ 1,530,224**

City of Moreno Valley
Neighborhood Stabilization Program
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ 11,390,116	$ 11,390,116	$ 4,448,719	$ (6,941,397)
Miscellaneous	-	-	400	400
Total Revenues	**11,390,116**	**11,390,116**	**4,449,119**	**(6,940,997)**
Expenditures:				
Current:				
Community development	11,390,116	11,390,116	5,297,010	6,093,106
Total Expenditures	**11,390,116**	**11,390,116**	**5,297,010**	**6,093,106**
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	(847,891)	(847,891)
Net Change in Fund Balances	-	-	(847,891)	(847,891)
Fund Balances, Beginning of Year	(321)	(321)	(321)	-
Fund Balances, End of Year	**$ (321)**	**$ (321)**	**$ (848,212)**	**$ (847,891)**

City of Moreno Valley
CDBG Recovery Act of 2009 Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ -	$ 479,292	$ 11,515	$ (467,777)
Total Revenues	**-**	**479,292**	**11,515**	**(467,777)**
Expenditures:				
Current:				
Community development	-	342,100	11,515	330,585
Total Expenditures	**-**	**342,100**	**11,515**	**330,585**
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	137,192	-	(137,192)
Net Change in Fund Balances	-	137,192	-	(137,192)
Fund Balances, Beginning of Year	-	-	-	-
Fund Balances, End of Year	**$ -**	**$ 137,192**	**$ -**	**$ (137,192)**

City of Moreno Valley
FHWA TRANSIMS
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ 186,556	$ 186,556	$ 90,196	$ (96,360)
Total Revenues	**186,556**	**186,556**	**90,196**	**(96,360)**
Expenditures:				
Current:				
Public works	144,592	151,182	128,761	22,421
Total Expenditures	**144,592**	**151,182**	**128,761**	**22,421**
Excess (Deficiency) of Revenues Over (Under) Expenditures	41,964	35,374	(38,565)	(73,939)
Net Change in Fund Balances	41,964	35,374	(38,565)	(73,939)
Fund Balances, Beginning of Year	14,232	14,232	14,232	-
Fund Balances, End of Year	**$ 56,196**	**$ 49,606**	**$ (24,333)**	**$ (73,939)**

City of Moreno Valley
CFD #4M Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Charges for services	$ 35,000	$ 35,000	$ -	$ (35,000)
Use of money and property	-	-	1,968	1,968
Total Revenues	**35,000**	**35,000**	**1,968**	**(33,032)**
Expenditures:				
Current:				
Public works	35,000	33,700	6,967	26,733
Total Expenditures	**35,000**	**33,700**	**6,967**	**26,733**
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	1,300	(4,999)	(6,299)
Net Change in Fund Balances	-	1,300	(4,999)	(6,299)
Fund Balances, Beginning of Year, as restated	60,782	60,782	60,782	-
Fund Balances, End of Year	**$ 60,782**	**$ 62,082**	**$ 55,783**	**$ (6,299)**

City of Moreno Valley
H.E.A.L. Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Miscellaneous	$ -	$ 3,000	$ 3,000	$ -
Total Revenues	**-**	**3,000**	**3,000**	**-**
Expenditures:				
Current:				
General government	-	3,000	-	3,000
Total Expenditures	**-**	**3,000**	**-**	**3,000**
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	3,000	3,000
Net Change in Fund Balances	-	-	3,000	3,000
Fund Balances, Beginning of Year	-	-	-	-
Fund Balances, End of Year	**$ -**	**$ -**	**$ 3,000**	**$ 3,000**

City of Moreno Valley
Workforce Housing Program Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ -	$ 1,200,741	$ 1,200,741	$ -
Total Revenues	**-**	**1,200,741**	**1,200,741**	**-**
Expenditures:				
Capital outlay	-	1,200,741	1,200,741	-
Total Expenditures	**-**	**1,200,741**	**1,200,741**	**-**
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-	-
Net Change in Fund Balances	-	-	-	-
Fund Balances, Beginning of Year	-	-	-	-
Fund Balances, End of Year	**$ -**	**$ -**	**$ -**	**$ -**

City of Moreno Valley
ETA Job Training Grant
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
Revenues:				
Intergovernmental	$ 82,490	$ 118,886	$ 95,141	$ (23,745)
Use of money and property	2,500	2,500	-	(2,500)
Total Revenues	**84,990**	**121,386**	**95,141**	**(26,245)**
Expenditures:				
Current:				
Community development	82,490	118,886	101,768	17,118
Total Expenditures	**82,490**	**118,886**	**101,768**	**17,118**
Excess (Deficiency) of Revenues Over (Under) Expenditures	2,500	2,500	(6,627)	(9,127)
Net Change in Fund Balances	2,500	2,500	(6,627)	(9,127)
Fund Balances, Beginning of Year	-	-	-	-
Fund Balances, End of Year	**$ 2,500**	**$ 2,500**	**$ (6,627)**	**$ (9,127)**

City of Moreno Valley
Homelessness Prevention Program Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ 732,872	$ 732,872	$ 419,863	$ (313,009)
Total Revenues	**732,872**	**732,872**	**419,863**	**(313,009)**
Expenditures:				
Current:				
Community development	732,872	549,654	419,863	129,791
Total Expenditures	**732,872**	**549,654**	**419,863**	**129,791**
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	183,218	-	(183,218)
Net Change in Fund Balances	-	183,218	-	(183,218)
Fund Balances, Beginning of Year	-	-	-	-
Fund Balances, End of Year	**$ -**	**$ 183,218**	**$ -**	**$ (183,218)**

City of Moreno Valley
Energy Efficiency & Conservation Block Grant
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ -	$ 1,684,300	$ 97,268	$ (1,587,032)
Total Revenues	**-**	**1,684,300**	**97,268**	**(1,587,032)**
Expenditures:				
Current:				
General government	-	-	1,383	(1,383)
Capital outlay	-	1,684,300	95,885	1,588,415
Total Expenditures	**-**	**1,684,300**	**97,268**	**1,587,032**
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-	-
Net Change in Fund Balances	-	-	-	-
Fund Balances, Beginning of Year	-	-	-	-
Fund Balances, End of Year	**$ -**	**$ -**	**$ -**	**$ -**

City of Moreno Valley
Civil Penalties Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Use of money and property	$ -	$ -	$ 1,711	$ 1,711
Miscellaneous	-	-	85,006	85,006
Total Revenues	-	-	**86,717**	**86,717**
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	86,717	86,717
Net Change in Fund Balances	-	-	86,717	86,717
Fund Balances, Beginning of Year, as restated	197,697	197,697	197,697	-
Fund Balances, End of Year	**$ 197,697**	**$ 197,697**	**$ 284,414**	**$ 86,717**

City of Moreno Valley
Emergency Services Agency Fines Special Revenue Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ -	$ 50,863	$ 50,863	$ -
Use of money and property	-	-	1,256	1,256
Total Revenues	**-**	**50,863**	**52,119**	**1,256**
Expenditures:				
Current:				
Public safety	-	50,863	38,407	12,456
Total Expenditures	**-**	**50,863**	**38,407**	**12,456**
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	13,712	13,712
Net Change in Fund Balances	-	-	13,712	13,712
Fund Balances, Beginning of Year, as restated	184,674	184,674	184,674	-
Fund Balances, End of Year	**$ 184,674**	**$ 184,674**	**$ 198,386**	**$ 13,712**

City of Moreno Valley
City Hall Capital/Administration Capital Projects Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Miscellaneous	$ -	$ -	$ 745	$ 745
Total Revenues	-	-	**745**	**745**
Expenditures:				
Capital outlay	-	9,974,680	697,907	9,276,773
Total Expenditures	-	**9,974,680**	**697,907**	**9,276,773**
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	(9,974,680)	(697,162)	9,277,518
Other Financing Sources (Uses):				
Transfers out (note 7)	(600,000)	(2,996,578)	(2,996,578)	-
Total Other Financing Sources (Uses)	**(600,000)**	**(2,996,578)**	**(2,996,578)**	-
Net Change in Fund Balances	(600,000)	(12,971,258)	(3,693,740)	9,277,518
Fund Balances, Beginning of Year	14,215,341	14,215,341	14,215,341	-
Fund Balances, End of Year	**$ 13,615,341**	**$ 1,244,083**	**$ 10,521,601**	**$ 9,277,518**

City of Moreno Valley
Capital Improvements Capital Projects Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
Fund Balances, Beginning of Year	$ 176,852	$ 176,852	$ 176,852	$ -
Fund Balances, End of Year	**$ 176,852**	**$ 176,852**	**$ 176,852**	**$ -**

City of Moreno Valley
Public Works Capital Projects Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
Revenues:				
Charges for services	$ 30,000	$ 44,310	$ 30,000	$ (14,310)
Use of money and property	900	900	-	(900)
Total Revenues	**30,900**	**45,210**	**30,000**	**(15,210)**
Expenditures:				
Capital outlay	30,000	39,725	1,658	38,067
Total Expenditures	**30,000**	**39,725**	**1,658**	**38,067**
Excess (Deficiency) of Revenues Over (Under) Expenditures	900	5,485	28,342	22,857
Net Change in Fund Balances	900	5,485	28,342	22,857
Fund Balances, Beginning of Year	43,517	43,517	43,517	-
Fund Balances, End of Year	**$ 44,417**	**$ 49,002**	**$ 71,859**	**$ 22,857**

City of Moreno Valley
Traffic Signal Mitigation Capital Projects Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
Fund Balances, Beginning of Year	$ 137,578	$ 137,578	$ 137,578	$ -
Fund Balances, End of Year	**$ 137,578**	**$ 137,578**	**$ 137,578**	**$ -**

City of Moreno Valley
Fire Services Capital Projects Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Expenditures:				
Capital outlay	$ -	$ 10,000	$ 2,887	$ 7,113
Total Expenditures	**-**	**10,000**	**2,887**	**7,113**
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	(10,000)	(2,887)	7,113
Net Change in Fund Balances	-	(10,000)	(2,887)	7,113
Fund Balances, Beginning of Year	1,906,260	1,906,260	1,906,260	-
Fund Balances, End of Year	**$ 1,906,260**	**$ 1,896,260**	**$ 1,903,373**	**$ 7,113**

City of Moreno Valley
Park Acquisition & Development Capital Projects Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
Fund Balances, Beginning of Year	$ 230	$ 230	$ 230	$ -
Fund Balances, End of Year	**$ 230**	**$ 230**	**$ 230**	**$ -**

City of Moreno Valley
Lease Revenue Bonds 2005 Capital Projects Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Use of money and property	$ 100,000	$ 100,000	$ 802	$ (99,198)
Miscellaneous	-	-	4,835	4,835
Total Revenues	**100,000**	**100,000**	**5,637**	**(94,363)**
Expenditures:				
Capital outlay	400,000	14,517,691	7,918,227	6,599,464
Total Expenditures	**400,000**	**14,517,691**	**7,918,227**	**6,599,464**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(300,000)	(14,417,691)	(7,912,590)	6,505,101
Other Financing Sources (Uses):				
Transfers out (note 7)	-	-	(742)	(742)
Total Other Financing Sources (Uses)	**-**	**-**	**(742)**	**(742)**
Net Change in Fund Balances	(300,000)	(14,417,691)	(7,913,332)	6,504,359
Fund Balances, Beginning of Year	12,957,368	12,957,368	12,957,368	-
Fund Balances, End of Year	**$ 12,657,368**	**$ (1,460,323)**	**$ 5,044,036**	**$ 6,504,359**

City of Moreno Valley
Towngate Capital/Administration Capital Projects Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Taxes:				
Other taxes	$ -	$ -	$ 1,964	$ 1,964
Total Revenues	**-**	**-**	**1,964**	**1,964**
Expenditures:				
Current:				
Public works	178,000	173,410	150,694	22,716
Total Expenditures	**178,000**	**173,410**	**150,694**	**22,716**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(178,000)	(173,410)	(148,730)	24,680
Other Financing Sources (Uses):				
Transfers in (note 7)	178,000	178,000	155,450	(22,550)
Total Other Financing Sources (Uses)	**178,000**	**178,000**	**155,450**	**(22,550)**
Net Change in Fund Balances	-	4,590	6,720	2,130
Fund Balances, Beginning of Year	(371)	(371)	(371)	-
Fund Balances, End of Year	**$ (371)**	**$ 4,219**	**$ 6,349**	**$ 2,130**

City of Moreno Valley
Warner Ranch Capital/Development Capital Projects Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
Revenues:				
Property Taxes	$ 8,325	$ 8,325	$ 8,672	$ 347
Total Revenues	**8,325**	**8,325**	**8,672**	**347**
Expenditures:				
Current:				
Public works	7,188	7,188	2,639	4,549
Total Expenditures	**7,188**	**7,188**	**2,639**	**4,549**
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,137	1,137	6,033	4,896
Net Change in Fund Balances	1,137	1,137	6,033	4,896
Fund Balances, Beginning of Year	2,085	2,085	2,085	-
Fund Balances, End of Year	**$ 3,222**	**$ 3,222**	**$ 8,118**	**$ 4,896**

City of Moreno Valley
Auto Mall Capital/Administration Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Expenditures:				
Current:				
Public works	$ 148,940	$ 148,940	$ 78,256	$ 70,684
Total Expenditures	**148,940**	**148,940**	**78,256**	**70,684**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(148,940)	(148,940)	(78,256)	70,684
Other Financing Sources (Uses):				
Transfers in (note 7)	148,940	148,940	76,000	(72,940)
Total Other Financing Sources (Uses)	**148,940**	**148,940**	**76,000**	**(72,940)**
Net Change in Fund Balances	-	-	(2,256)	(2,256)
Fund Balances, Beginning of Year	-	-	-	-
Fund Balances, End of Year	**$ -**	**$ -**	**$ (2,256)**	**$ (2,256)**

City of Moreno Valley
Parks & Community Services Capital Projects Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Expenditures:				
Current:				
Community and cultural	$ -	$ -	$ 388	$ (388)
Capital outlay	277,000	10,179,772	115,793	10,063,979
Total Expenditures	**277,000**	**10,179,772**	**116,181**	**10,063,591**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(277,000)	(10,179,772)	(116,181)	10,063,591
Net Change in Fund Balances	(277,000)	(10,179,772)	(116,181)	10,063,591
Fund Balances, Beginning of Year	6,567,766	6,567,766	6,567,766	-
Fund Balances, End of Year	**$ 6,290,766**	**$ (3,612,006)**	**$ 6,451,585**	**$ 10,063,591**

City of Moreno Valley
TUMF Capital Projects Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Intergovernmental	$ 8,000,000	$ 8,000,000	$ 8,355,353	$ 355,353
Total Revenues	**8,000,000**	**8,000,000**	**8,355,353**	**355,353**
Expenditures:				
Current:				
Public works	-	-	129	(129)
Capital outlay	9,799,120	24,803,582	5,990,602	18,812,980
Total Expenditures	**9,799,120**	**24,803,582**	**5,990,731**	**18,812,851**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,799,120)	(16,803,582)	2,364,622	19,168,204
Net Change in Fund Balances	(1,799,120)	(16,803,582)	2,364,622	19,168,204
Fund Balances, Beginning of Year	(3,005,336)	(3,005,336)	(3,005,336)	-
Fund Balances, End of Year	**$ (4,804,456)**	**$ (19,808,918)**	**$ (640,714)**	**$ 19,168,204**

City of Moreno Valley
DIF Capital Projects Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Miscellaneous	$ 2,000	$ 2,000	$ 161	$ (1,839)
Total Revenues	**2,000**	**2,000**	**161**	**(1,839)**
Expenditures:				
Current:				
Public works	-	-	2,004	(2,004)
Capital outlay	3,572,958	8,434,787	1,946,266	6,488,521
Total Expenditures	**3,572,958**	**8,434,787**	**1,948,270**	**6,486,517**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(3,570,958)	(8,432,787)	(1,948,109)	6,484,678
Other Financing Sources (Uses):				
Transfers in (note 7)	3,078,458	3,212,274	3,212,274	-
Transfers out (note 7)	-	-	(7,932,400)	(7,932,400)
Total Other Financing Sources (Uses)	**3,078,458**	**3,212,274**	**(4,720,126)**	**(7,932,400)**
Net Change in Fund Balances	(492,500)	(5,220,513)	(6,668,235)	(1,447,722)
Fund Balances, Beginning of Year	10,825,934	10,825,934	10,825,934	-
Fund Balances, End of Year	**$ 10,333,434**	**$ 5,605,421**	**$ 4,157,699**	**$ (1,447,722)**

City of Moreno Valley
OPA Sales Tax Agreements Debt Service Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Use of money and property	$ 350,000	$ 350,000	$ 389,162	$ 39,162
Total Revenues	**350,000**	**350,000**	**389,162**	**39,162**
Expenditures:				
Debt service:				
Interest and fiscal charges	-	-	389,162	(389,162)
Total Expenditures	**-**	**-**	**389,162**	**(389,162)**
Excess (Deficiency) of Revenues Over (Under) Expenditures	350,000	350,000	-	(350,000)
Net Change in Fund Balances	350,000	350,000	-	(350,000)
Fund Balances, Beginning of Year	-	-	-	-
Fund Balances, End of Year	**$ 350,000**	**$ 350,000**	**$ -**	**$ (350,000)**

City of Moreno Valley
City Hall COPS Series 1997 Debt Service Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Expenditures:				
Debt service:				
Principal retirement	$ 595,000	$ 595,000	$ 595,000	$ -
Interest and fiscal charges	264,540	249,375	102,388	146,987
Total Expenditures	**859,540**	**844,375**	**697,388**	**146,987**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(859,540)	(844,375)	(697,388)	146,987
Other Financing Sources (Uses):				
Transfers in (note 7)	859,540	883,740	883,740	-
Total Other Financing Sources (Uses)	**859,540**	**883,740**	**883,740**	**-**
Net Change in Fund Balances	-	39,365	186,352	146,987
Fund Balances, Beginning of Year	752,713	752,713	752,713	-
Fund Balances, End of Year	**$ 752,713**	**$ 792,078**	**$ 939,065**	**$ 146,987**

City of Moreno Valley
Auto Mall Special Tax Bonds Debt Service Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Taxes:				
Sales taxes	$ 1,000,000	$ 1,000,000	$ 759,946	$ (240,054)
Other taxes	1,217,525	1,217,525	1,173,443	(44,082)
Use of money and property	11,000	11,000	147	(10,853)
Total Revenues	**2,228,525**	**2,228,525**	**1,933,536**	**(294,989)**
Expenditures:				
Debt service:				
Principal retirement	950,000	950,000	950,000	-
Interest and fiscal charges	1,423,300	1,423,300	898,520	524,780
Total Expenditures	**2,373,300**	**2,373,300**	**1,848,520**	**524,780**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(144,775)	(144,775)	85,016	229,791
Other Financing Sources (Uses):				
Transfers in (note 7)	219,964	219,964	185,125	(34,839)
Transfers out (note 7)	(148,940)	(148,940)	(76,000)	72,940
Total Other Financing Sources (Uses)	**71,024**	**71,024**	**109,125**	**38,101**
Net Change in Fund Balances	(73,751)	(73,751)	194,141	267,892
Fund Balances, Beginning of Year	2,173,032	2,173,032	2,173,032	-
Fund Balances, End of Year	**$ 2,099,281**	**$ 2,099,281**	**$ 2,367,173**	**$ 267,892**

City of Moreno Valley
Certificate of Participation Series 1993 Debt Service Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Expenditures:				
Debt service:				
Interest and fiscal charges	$ 3,250	$ 2,400	$ 2,000	$ 400
Total Expenditures	**3,250**	**2,400**	**2,000**	**400**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(3,250)	(2,400)	(2,000)	400
Other Financing Sources (Uses):				
Transfers out (note 7)	-	-	(421,959)	(421,959)
Total Other Financing Sources (Uses)	**-**	**-**	**(421,959)**	**(421,959)**
Net Change in Fund Balances	(3,250)	(2,400)	(423,959)	(421,559)
Fund Balances, Beginning of Year	423,959	423,959	423,959	-
Fund Balances, End of Year	**$ 420,709**	**$ 421,559**	**$ -**	**$ (421,559)**

City of Moreno Valley
Public Safety Lease Revenue Bonds 1997 Debt Service Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Use of money and property	$ -	$ -	$ 44	$ 44
Total Revenues	-	-	**44**	**44**
Expenditures:				
Debt service:				
Principal retirement	195,000	195,000	195,000	-
Interest and fiscal charges	209,169	209,169	206,918	2,251
Total Expenditures	**404,169**	**404,169**	**401,918**	**2,251**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(404,169)	(404,169)	(401,874)	2,295
Other Financing Sources (Uses):				
Transfers in (note 7)	404,169	404,169	404,169	-
Total Other Financing Sources (Uses)	**404,169**	**404,169**	**404,169**	-
Net Change in Fund Balances	-	-	2,295	2,295
Fund Balances, Beginning of Year	761,469	761,469	761,469	-
Fund Balances, End of Year	**$ 761,469**	**$ 761,469**	**$ 763,764**	**$ 2,295**

Item No. G.5

City of Moreno Valley
Lease Revenue Bonds 2005 Debt Service Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Use of money and property	$ 35,000	$ 35,000	$ 310	$ (34,690)
Total Revenues	**35,000**	**35,000**	**310**	**(34,690)**
Expenditures:				
Debt service:				
Principal retirement	805,000	805,000	805,000	-
Interest and fiscal charges	1,842,499	1,843,515	1,843,017	498
Total Expenditures	**2,647,499**	**2,648,515**	**2,648,017**	**498**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,612,499)	(2,613,515)	(2,647,707)	(34,192)
Other Financing Sources (Uses):				
Transfers in (note 7)	2,643,517	2,643,517	2,644,259	742
Total Other Financing Sources (Uses)	**2,643,517**	**2,643,517**	**2,644,259**	**742**
Net Change in Fund Balances	31,018	30,002	(3,448)	(33,450)
Fund Balances, Beginning of Year	8,791,592	8,791,592	8,791,592	-
Fund Balances, End of Year	**$ 8,822,610**	**$ 8,821,594**	**$ 8,788,144**	**$ (33,450)**

City of Moreno Valley
2007 Towngate Improvement Refunding Debt Service Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Other taxes	$ 114,369	$ 114,369	$ 78,519	$ (35,850)
Use of money and property	10,800	10,800	57	(10,743)
Total Revenues	**125,169**	**125,169**	**78,576**	**(46,593)**
Expenditures:				
Debt service:				
Principal retirement	190,000	190,000	190,000	-
Interest and fiscal charges	168,029	168,029	168,029	-
Total Expenditures	**358,029**	**358,029**	**358,029**	**-**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(232,860)	(232,860)	(279,453)	(46,593)
Other Financing Sources (Uses):				
Transfers in (note 7)	279,459	279,459	274,598	(4,861)
Transfers out (note 7)	(38,250)	(38,250)	(15,700)	22,550
Total Other Financing Sources (Uses)	**241,209**	**241,209**	**258,898**	**17,689**
Net Change in Fund Balances	8,349	8,349	(20,555)	(28,904)
Fund Balances, Beginning of Year	841,530	841,530	841,530	-
Fund Balances, End of Year	**$ 849,879**	**$ 849,879**	**$ 820,975**	**$ (28,904)**

City of Moreno Valley
2007 Towngate Refunding Debt Service Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Use of money and property	$ 85,595	$ 85,595	$ 277	$ (85,318)
Total Revenues	**85,595**	**85,595**	**277**	**(85,318)**
Expenditures:				
Debt service:				
Principal retirement	600,000	600,000	600,000	-
Interest and fiscal charges	409,381	409,381	409,383	(2)
Total Expenditures	**1,009,381**	**1,009,381**	**1,009,383**	**(2)**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(923,786)	(923,786)	(1,009,106)	(85,320)
Other Financing Sources (Uses):				
Transfers in (note 7)	404,131	404,131	373,011	(31,120)
Transfers out (note 7)	(139,750)	(139,750)	(139,750)	-
Total Other Financing Sources (Uses)	**264,381**	**264,381**	**233,261**	**(31,120)**
Net Change in Fund Balances	(659,405)	(659,405)	(775,845)	(116,440)
Fund Balances, Beginning of Year	2,914,796	2,914,796	2,914,796	-
Fund Balances, End of Year	**$ 2,255,391**	**$ 2,255,391**	**$ 2,138,951**	**$ (116,440)**

Internal Service Funds

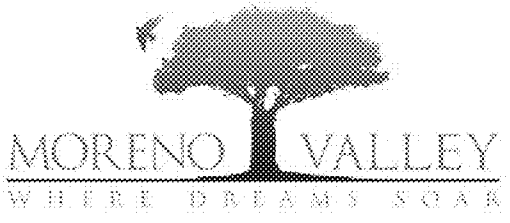

INTERNAL SERVICE FUNDS

General Liability Insurance Fund

This fund is used to account for the costs of maintaining the City's general liability insurance program, on a reimbursement basis through charges to benefiting funds; and maintaining responsible reserves based on current actuarial assumptions.

Worker's Compensation Insurance Fund

This fund is used to account for the costs of maintaining the City worker's compensation insurance program, on a reimbursement basis through charges to benefiting funds; and maintaining responsible reserves based on current actuarial assumptions.

Technology Service Fund

This fund is used to account for the costs of maintaining and replacing the City's information systems including major software, hardware, radios, telephones, and the City's backbone telecommunications infrastructure. The fund recovers costs through charges to benefiting funds.

Facilities Maintenance Fund

This fund is used to account for the costs of maintaining all City-owned and leased buildings. Its user charges include the recovery of both depreciation on the City Hall building and debt service on the 1997 variable rate Certificates of Participation originally issued in 1995 to finance the acquisition of the building.

Equipment Maintenance Fund

This fund is used to account for the maintenance costs of the City's inventory of vehicles and equipment, on a cost reimbursement basis through user charges to benefiting funds.

Equipment Replacement Reserve Fund

This fund is used to account for the accumulation of cash reserves to replace City vehicles and capital equipment, based on replacement cost and useful life. The reserve receives cash through user charges for each fund's share of annual depreciation; and provides cash as a funding source to participating funds for capital replacement.

City of Moreno Valley
Internal Service Funds
Combining Statement of Net Assets
June 30, 2010

	General Liability Insurance	Workers' Compensation Insurance	Technology Services	Facilities Maintenance
Assets:				
Current:				
Pooled cash and investments	$ 2,256,197	$ 4,266,690	$ 7,946,138	$ 5,265,324
Receivables:				
Accounts	1,098	-	-	173
Prepaid costs	-	-	376	7,935
Noncurrent:				
Capital assets, not being depreciated	-	-	244,334	19,001
Capital assets, net of accumulated depreciation	-	-	635,086	7,191,826
Total Assets	**2,257,295**	**4,266,690**	**8,825,934**	**12,484,259**
Liabilities:				
Current:				
Accounts payable	$ 56,751	$ 278	$ 11,354	$ 66,846
Accrued payroll liabilities	4,501	1,991	96,220	42,063
Compensated absences	15,755	1,788	126,601	47,183
Noncurrent:				
Self-insurance payable	1,432,000	2,188,000	-	-
Compensated absences	2,561	2,926	243,853	92,756
Total Liabilities	**1,511,568**	**2,194,983**	**478,028**	**248,848**
Net Assets				
Invested in capital assets	-	-	879,420	7,210,827
Unrestricted	745,727	2,071,707	7,468,486	5,024,584
Total Net Assets	**$ 745,727**	**$ 2,071,707**	**$ 8,347,906**	**$ 12,235,411**

Equipment Maintenance	Equipment Replacement Reserve	Total	
			Assets:
			Current:
$ 271,768	$ 13,812,501	$ 33,818,618	Pooled cash and investments
			Receivables:
-	-	1,271	Accounts
-	-	8,311	Prepaid costs
			Noncurrent:
-	-	263,335	Capital assets, not being depreciated
63,876	592,427	8,483,215	Capital assets, net of accumulated depreciation
335,644	**14,404,928**	**42,574,750**	**Total Assets**
			Liabilities:
			Current:
$ 22,017	$ -	$ 157,246	Accounts payable
12,164	-	156,939	Accrued payroll liabilities
15,143	-	206,470	Compensated absences
			Noncurrent:
-	-	3,620,000	Self-insurance payable
-	-	342,096	Compensated absences
49,324	**-**	**4,482,751**	**Total Liabilities**
			Net Assets
63,876	592,427	8,746,550	Invested in capital assets
222,444	13,812,501	29,345,449	Unrestricted
$ 286,320	**$ 14,404,928**	**$ 38,091,999**	**Total Net Assets**

City of Moreno Valley
Internal Service Funds
Combining Statement of Revenues,
Expenses and Changes in Fund Net Assets
Year ended June 30, 2010

	General Liability Insurance	Workers' Compensation Insurance	Technology Services	Facilities Maintenance
Operating Revenues:				
Sales and service charges	$ 1,031,201	$ 870,700	$ 4,282,432	$ 4,106,509
Miscellaneous	1,391	-	515	4,069
Total Operating Revenues	**1,032,592**	**870,700**	**4,282,947**	**4,110,578**
Operating Expenses:				
Cost of services	309,632	98,903	3,425,944	2,664,958
Self-insurance claims and charges	1,398,924	564,836	-	-
Depreciation	-	-	296,372	288,622
Total Operating Expenses	**1,708,556**	**663,739**	**3,722,316**	**2,953,580**
Income (loss) before transfers	**(675,964)**	**206,961**	**560,631**	**1,156,998**
Transfers:				
Transfers in	-	-	-	100,000
Transfers out	-	-	(5,000)	(883,740)
Net Transfers	**-**	**-**	**(5,000)**	**(783,740)**
Net Change in Assets	**(675,964)**	**206,961**	**555,631**	**373,258**
Net Assets:				
Beginning of Year, as restated	1,421,691	1,864,746	7,792,275	11,862,153
Net Assets, End of Year	**$ 745,727**	**$ 2,071,707**	**$ 8,347,906**	**$ 12,235,411**

Equipment Maintenance	Equipment Replacement Reserve	Total	
			Operating Revenues:
$ 643,370	$ 2,306,405	$ 13,240,617	Sales and service charges
3,464	30,611	40,050	Miscellaneous
646,834	**2,337,016**	**13,280,667**	**Total Operating Revenues**
			Operating Expenses:
610,311	-	7,109,748	Cost of services
-	-	1,963,760	Self-insurance claims and charges
29,811	247,375	862,180	Depreciation
640,122	**247,375**	**9,935,688**	**Total Operating Expenses**
6,712	**2,089,641**	**3,344,979**	***Income (loss) before transfers***
			Transfers:
-	-	100,000	Transfers in
-	(2,202,040)	(3,090,780)	Transfers out
-	**(2,202,040)**	**(2,990,780)**	**Net Transfers**
6,712	**(112,399)**	**354,199**	***Net Change in Assets***
			Net Assets:
279,608	14,517,327	37,737,800	Beginning of Year, as restated
$ 286,320	**$ 14,404,928**	**$ 38,091,999**	**Net Assets, End of Year**

City of Moreno Valley
Internal Service Funds
Combining Statement of Cash Flows
Year ended June 30, 2010

	General Liability Insurance	Worker's Compensation Insurance	Technology Services	Facilities Maintenance
Cash Flows from Operating Activities:				
Cash received from customers	$ 1,031,201	$ 870,886	$ 4,282,432	$ 4,106,516
Cash payments to suppliers for goods and services	(166,889)	(57,296)	(1,502,148)	(1,719,174)
Cash payments for claims	(1,184,924)	(691,836)	-	-
Cash payments to employees for services	(114,835)	(49,047)	(2,015,246)	(942,441)
Other operating revenues (expenses)	1,391	-	515	4,069
Net Cash Provided (Used) by Operating Activities	**(434,056)**	**72,707**	**765,553**	**1,448,970**
Cash Flows from Noncapital Financing Activities:				
Cash transfers from other funds	-	-	-	100,000
Cash transfers to other funds	-	-	(5,000)	(883,740)
Net Cash Provided (Used) by Noncapital Financing Activities	**-**	**-**	**(5,000)**	**(783,740)**
Cash Flows from Capital and Related Financing Activities:				
Acquisition and construction of capital assets	-	-	(350,991)	(81,205)
Net Cash Provided (Used) by Capital and Related Financing Activities	**-**	**-**	**(350,991)**	**(81,205)**
Net Increase (Decrease) in Cash and Cash Equivalents	(434,056)	72,707	409,562	584,025
Cash and Cash Equivalents at Beginning of Year	2,690,253	4,193,983	7,536,576	4,681,299
Cash and Cash Equivalents at End of Year	**$ 2,256,197**	**$ 4,266,690**	**$ 7,946,138**	**$ 5,265,324**
Reconciliation of Change in Net Assets to Net Cash Provided (Used) by Operating Activities:				
Operating income (loss)	$ (675,964)	$ 206,961	$ 560,631	$ 1,156,998
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:				
Depreciation	-	-	296,372	288,622
(Increase) decrease in accounts receivable	-	186	-	7
(Increase) decrease in prepaids	-	-	(376)	473
(Increase) decrease in inventories	-	-	-	-
Increase (decrease) in accounts payable	23,633	(5,775)	(128,255)	(25,974)
Increase (decrease) in accrued payroll liabilities	(39)	243	(4,902)	1,097
Increase (decrease) in due to Moreno Valley	-	-	-	-
Increase (decrease) in compensated absences	4,314	(1,908)	42,083	27,747
Increase (decrease) in self-insurance payable	214,000	(127,000)	-	-
Total Adjustments	**241,908**	**(134,254)**	**204,922**	**291,972**
Net Cash Provided (Used) by Operating Activities	**$ (434,056)**	**$ 72,707**	**$ 765,553**	**$ 1,448,970**

Schedule of Noncash Investing, Capital and Noncapital Financing Activities:

There were no significant noncash investing, capital and noncapital financing activities for the year ended June 30, 2010.

Equipment Maintenance	Equipment Replacement Reserve	Totals	
			Cash Flows from Operating Activities:
$ 643,370	$ 2,306,405	$ 13,240,810	Cash received from customers
(338,274)	-	(3,783,781)	Cash payments to suppliers for goods and services
-	-	(1,876,760)	Cash payments for claims
(266,084)	-	(3,387,653)	Cash payments to employees for services
3,464	30,611	40,050	Other operating revenues (expenses)
42,476	**2,337,016**	**4,232,666**	**Net Cash Provided (Used) by Operating Activities**
			Cash Flows from Noncapital Financing Activities:
-	-	100,000	Cash transfers from other funds
-	(2,202,040)	(3,090,780)	Cash transfers to other funds
-	**(2,202,040)**	**(2,990,780)**	**Net Cash Provided (Used) by Noncapital Financing Activities**
			Cash Flows from Capital and Related Financing Activities:
-	-	(432,196)	Acquisition and construction of capital assets
-	**-**	**(432,196)**	**Net Cash Provided (Used) by Capital and Related Financing Activities**
42,476	134,976	809,690	Net Increase (Decrease) in Cash and Cash Equivalents
229,292	13,677,525	33,008,928	Cash and Cash Equivalents at Beginning of Year
$ 271,768	**$ 13,812,501**	**$ 33,818,618**	**Cash and Cash Equivalents at End of Year**
			Reconciliation of Change in Net Assets to Net Cash Provided (Used) by Operating Activities:
$ 6,712	$ 2,089,641	$ 3,344,979	Operating income (loss)
			Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:
29,811	247,375	862,180	Depreciation
-	-	193	(Increase) decrease in accounts receivable
-	-	97	(Increase) decrease in prepaids
6,796	-	6,796	(Increase) decrease in inventories
75	-	(136,296)	Increase (decrease) in accounts payable
(2,501)	-	(6,102)	Increase (decrease) in accrued payroll liabilities
-	-	-	Increase (decrease) in due to Moreno Valley
1,583	-	73,819	Increase (decrease) in compensated absences
-	-	87,000	Increase (decrease) in self-insurance payable
35,764	**247,375**	**887,687**	**Total Adjustments**
$ 42,476	**$ 2,337,016**	**$ 4,232,666**	**Net Cash Provided (Used) by Operating Activities**

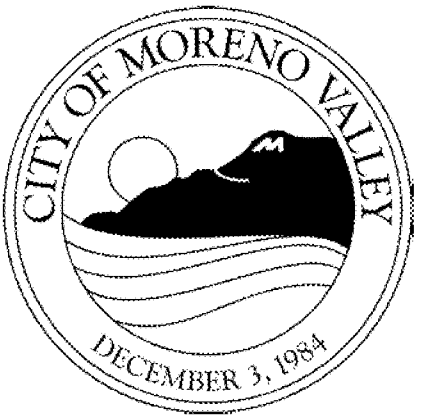
CITY OF MORENO VALLEY
DECEMBER 3, 1984

Agency Funds

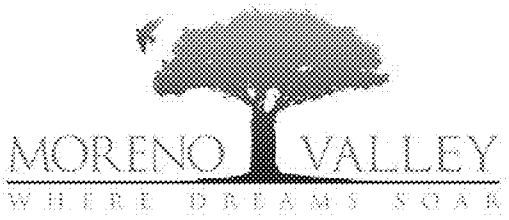

AGENCY FUNDS

Deposit Liability Fund

This fund is used to account for miscellaneous deposits collected by the City.

Assessment District 87-4 Fund

This fund is used to account for the receipt and remittance of special assessments for the Assessment District 87-4 Limited Obligation Improvement Bonds. The bonds are not secured by the general taxing power of the City, the State of California or any other political subdivision thereof, and neither the City nor the State, nor any potential subdivision thereof, has pledged its full faith and credit for the payment thereof.

Assessment District 98-1 Fund

This fund is used to account for the receipt and remittance of special assessments for the Assessment District 98-1 Limited Obligation Improvement Bonds. All property owners except one paid their fees upfront.

CFD #5 Stoneridge Fund

This fund is used to account for the receipt and remittance of special taxes for the CFD #5 Stoneridge Special Tax Bonds. The bonds are not secured by the general taxing power of the City, the State of California or any other political subdivision thereof, and neither the City nor the State, nor any potential subdivision thereof, has pledged its full faith and credit for the payment thereof.

TUMF Trust Fund

This fund is used to account for the receipt of the Transportation Uniform Mitigation Fees (TUMF) and their remittance to the Western Riverside Council of Governments (WRCOG).

MSHCP Trust Fund

This fund is used to account for the receipt of the Multi-Species Habitat Conservation Plan (MSHCP) fees and their remittance to the Western Riverside County Regional Conservation Agency (WRCRCA).

Moreno Valley Employees Assistance Fund

This fund is used to account for employee donations to assist fellow employees who are in need of financial assistance.

Moreno Valley Foundation Donations Fund

This fund is being used on a temporary basis to account for the receipts and disbursements of the Moreno Valley Community Foundation until such time that the Foundation is officially cleared by the Internal Revenue Service to become operational as a tax-exempt 501 (c) 3 organization.

Arts Commission Fund

This fund is used to account for funds received to encourage, stimulate, promote and foster programs for the cultural enrichment of the City, thereby contributing to the quality of life of its residents. This fund also accounts for funding received to develop an awareness of the value of arts in Moreno Valley's business community, local government and the general public.

City of Moreno Valley
Agency Funds
Combining Balance Sheet
June 30, 2010

	Deposit Liability	Assessment District 87-4	Assessment District 98-1
Assets:			
Pooled cash and investments	$ 6,539,875	$ 107,936	$ 954
Receivables:			
Accounts	1,395	-	-
Due from other governments	-	-	-
Total Assets	**$ 6,541,270**	**$ 107,936**	**$ 954**
Liabilities:			
Accounts payable	$ 105,636	$ -	$ -
Deposits payable	6,435,634	-	-
Payable to trustee	-	107,936	954
Total Liabilities	**$ 6,541,270**	**$ 107,936**	**$ 954**

CFD #5 Stoneridge Fund	TUMF Trust	MCHCP Trust	
			Assets:
$ 742,873	$ 4,437	$ 6,530	Pooled cash and investments
			Receivables:
-	-	-	Accounts
-	-	26,416	Due from other governments
$ 742,873	**$ 4,437**	**$ 32,946**	**Total Assets**
			Liabilities:
$ -	$ 4,437	$ 32,946	Accounts payable
-	-	-	Deposits payable
742,873	-	-	Payable to trustee
$ 742,873	**$ 4,437**	**$ 32,946**	**Total Liabilities**

City of Moreno Valley
Agency Funds
Combining Balance Sheet
June 30, 2010

	Moreno Valley Employees Assistance	Moreno Valley Foundation Donations	Arts Commission	Total
Assets:				
Pooled cash and investments	$ -	$ 221,650	$ 802	$ 7,625,057
Receivables:				
Accounts	-	-	-	1,395
Due from other governments	-	-	-	26,416
Total Assets	**-**	**221,650**	**802**	**7,652,868**
Liabilities:				
Accounts payable	$ -	$ -	$ -	$ 143,019
Deposits payable	-	-	-	6,435,634
Payable to trustee	-	221,650	802	1,074,215
Total Liabilities	**-**	**221,650**	**802**	**7,652,868**

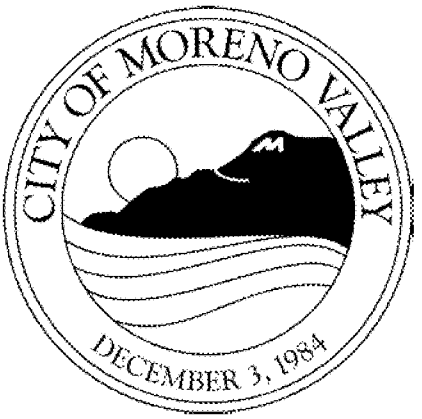
CITY OF MORENO VALLEY
DECEMBER 3, 1984

City of Moreno Valley
Agency Funds
Combining Schedule of Changes in Assets and Liabilities
Year ended June 30, 2010

	Balance July 1, 2009	Additions	Deletions	Balance June 30, 2010
Deposit Liability				
Assets:				
Pooled cash and investments	$ 7,474,418	$ 577,882	$ 1,512,425	$ 6,539,875
Accounts receivable	1,540	-	145	1,395
Total Assets	**$ 7,475,958**	**$ 577,882**	**$ 1,512,570**	**$ 6,541,270**
Liabilities:				
Accounts payable	$ 113,909	$ 1,093,205	$ 1,101,478	$ 105,636
Other accrued liabilities	1,919	-	1,919	-
Due to Moreno Valley	-	-	-	-
Deposits payable	7,360,130	579,801	1,504,297	6,435,634
Total Liabilities	**$ 7,475,958**	**$ 1,673,006**	**$ 2,607,694**	**$ 6,541,270**
Assessment District 87-4				
Assets:				
Pooled cash and investments	$ 419,968	$ 59,459	$ 371,491	$ 107,936
Interest receivable	3	-	3	-
Due from other governments	2,383	-	2,383	-
Total Assets	**$ 422,354**	**$ 59,459**	**$ 373,877**	**$ 107,936**
Liabilities:				
Accounts payable	$ -	$ 4,712	$ 4,712	$ -
Payable to trustee	422,354	1,994	316,412	107,936
Total Liabilities	**$ 422,354**	**$ 6,706**	**$ 321,124**	**$ 107,936**
Assessment District 98-1				
Assets:				
Pooled cash and investments	$ 3,817	$ -	$ 2,863	$ 954
Total Assets	**$ 3,817**	**$ -**	**$ 2,863**	**$ 954**
Liabilities:				
Accounts payable	$ 2,813	$ -	$ 2,813	$ -
Payable to trustee	1,004	-	50	954
Total Liabilities	**$ 3,817**	**$ -**	**$ 2,863**	**$ 954**

City of Moreno Valley
Agency Funds
Combining Schedule of Changes in Assets and Liabilities
Year ended June 30, 2010
(Continued)

	Balance July 1, 2009	Additions	Deletions	Balance June 30, 2010
CFD #5 Stoneridge				
Assets:				
Pooled cash and investments	$ 1,168,851	$ 369,042	$ 795,020	$ 742,873
Accounts receivable	1,062	-	1,062	-
Interest receivable	10	-	10	-
Due from other governments	2,875	-	2,875	-
Total Assets	**$ 1,172,798**	**$ 369,042**	**$ 798,967**	**$ 742,873**
Liabilities:				
Accounts payable	$ 1,062	$ 457,706	$ 458,768	$ -
Payable to trustee	1,171,736	365,095	793,958	742,873
Total Liabilities	**$ 1,172,798**	**$ 822,801**	**$ 1,252,726**	**$ 742,873**
TUMF Trust				
Assets:				
Pooled cash and investments	$ 225,659	$ 910,043	$ 1,131,265	$ 4,437
Total Assets	**$ 225,659**	**$ 910,043**	**$ 1,131,265**	**$ 4,437**
Liabilities:				
Accounts payable	$ -	$ 1,111,855	$ 1,107,418	$ 4,437
Deposits payable	225,659	910,043	1,135,702	-
Total Liabilities	**$ 225,659**	**$ 2,021,898**	**$ 2,243,120**	**$ 4,437**
MSHCP Trust				
Assets:				
Pooled cash and investments	$ -	$ 230,446	$ 223,916	$ 6,530
Due from other governments	26,416	-	-	26,416
Total Assets	**$ 26,416**	**$ 230,446**	**$ 223,916**	**$ 32,946**
Liabilities:				
Accounts payable	$ 1,722	$ 230,446	$ 199,222	$ 32,946
Due to Moreno Valley	24,694	-	24,694	-
Deposits payable	-	230,446	230,446	-
Total Liabilities	**$ 26,416**	**$ 460,892**	**$ 454,362**	**$ 32,946**

City of Moreno Valley
Agency Funds
Combining Schedule of Changes in Assets and Liabilities
Year ended June 30, 2010
(Continued)

	Balance July 1, 2009	Additions	Deletions	Balance June 30, 2010
Moreno Valley Employees Assistance				
Assets:				
Pooled cash and investments	$ 323	$ -	$ 323	$ -
Total Assets	**$ 323**	**$ -**	**$ 323**	**$ -**
Liabilities:				
Accounts payable	$ -	$ -	$ -	$ -
Deposits payable	$ 323	$ -	$ 323	$ -
Total Liabilities	**$ 323**	**$ -**	**$ 323**	**$ -**
Moreno Valley Foundation Donations				
Assets:				
Pooled cash and investments	$ 221,650	$ -	$ -	$ 221,650
Total Assets	**$ 221,650**	**$ -**	**$ -**	**$ 221,650**
Liabilities:				
Accounts payable	$ -	$ -	$ -	$ -
Payable to trustee	221,650	-	-	221,650
Total Liabilities	**$ 221,650**	**$ -**	**$ -**	**$ 221,650**
Arts Commission				
Assets:				
Pooled cash and investments	$ 92	$ 1,387	$ 677	$ 802
Total Assets	**$ 92**	**$ 1,387**	**$ 677**	**$ 802**
Liabilities:				
Accounts payable	$ -	$ 677	$ 677	$ -
Payable to trustee	92	1,387	677	802
Total Liabilities	**$ -**	**$ 2,064**	**$ 1,354**	**$ 802**

City of Moreno Valley
Agency Funds
Combining Schedule of Changes in Assets and Liabilities
Year ended June 30, 2010
(Continued)

	Balance July 1, 2009	Additions	Deletions	Balance June 30, 2010
Totals - All Agency Funds				
Assets:				
Pooled cash and investments	$ 9,514,778	$ 2,148,259	$ 4,037,980	$ 7,625,057
Accounts receivable	2,602	-	1,207	1,395
Interest receivable	13	-	13	-
Due from other governments	31,674	-	5,258	26,416
Total Assets	**$ 9,549,067**	**$ 2,148,259**	**$ 4,044,458**	**$ 7,652,868**
Liabilities:				
Accounts payable	$ 119,506	$ 2,898,601	$ 2,875,088	$ 143,019
Other accrued liabilities	1,919	-	1,919	-
Due to Moreno Valley	24,694	-	24,694	-
Deposits payable	7,586,112	1,720,290	2,870,768	6,435,634
Payable to trustee	1,816,836	368,476	1,111,097	1,074,215
Total Liabilities	**$ 9,549,067**	**$ 4,987,367**	**$ 6,883,566**	**$ 7,652,868**

Capital Assets

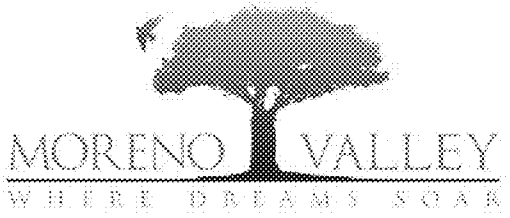

City of Moreno Valley
Schedule of General Capital Assets
By Function and Activity
June 30, 2010

Function and Activity:	Land	CIP	Buildings and Improvements
General government:			
City manager	$ -	$ -	$ -
City attorney	-	-	-
City clerk	-	-	-
Human resources	-	-	-
Finance	-	-	-
Other - unclassified	45,642,917	36,900	1,542,510
Total General Government	45,642,917	36,900	1,542,510
Public safety:			
Police	137,173	1,272,990	9,751,733
Fire	893,270	92,482	17,407,539
Animal control	590,127	-	3,040,333
Volunteer services	-	4,631,820	15,937
Total Public Safety	1,620,570	5,997,292	30,215,542
Public works	251,134,384	42,991,205	-
Community development	-	-	5,965,154
Community services district	450,000	-	49,973,475
Redevelopment agency	9,561,919	-	12,191,837
Internal service funds	-	263,335	10,314,761
Grand Total	**$ 308,409,790**	**$ 49,288,732**	**$ 110,203,279**

Furniture and Equipment	Vehicles	Infrastructure	Total	Function and Activity:
				General government:
$ 203,255	$ 84,428	$ -	$ 287,683	City manager
12,068	-	-	12,068	City attorney
313,048	-	-	313,048	City clerk
16,467	-	-	16,467	Human resources
23,534	62,805	-	86,339	Finance
21,832	-	-	47,244,159	Other - unclassified
590,204	147,233	-	47,959,764	Total General Government
				Public safety:
1,273,090	1,074,855	-	13,509,841	Police
853,925	2,100,719	-	21,347,935	Fire
93,064	314,556	-	4,038,080	Animal control
47,901	170,667	-	4,866,325	Volunteer services
2,267,980	3,660,797	-	43,762,181	Total Public Safety
899,713	2,504,185	593,262,173	890,791,660	Public works
364,889	388,770	-	6,718,813	Community development
1,250,323	529,504	101,457	52,304,759	Community services district
352,837	-	1,152,231	23,258,824	Redevelopment agency
6,227,205	2,580,421	198,868	19,584,590	Internal service funds
$ 11,953,151	**$ 9,810,910**	**$ 594,714,729**	**$ 1,084,380,591**	**Grand Total**

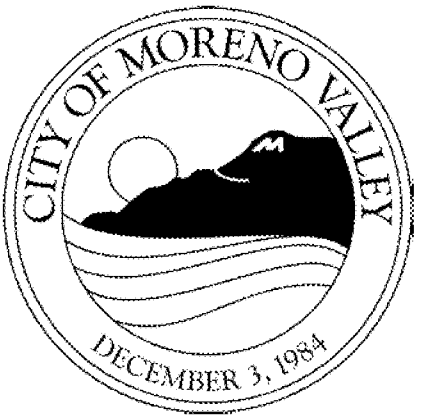
CITY OF MORENO VALLEY
DECEMBER 3, 1984

Statistical Section

MORENO VALLEY
WHERE DREAMS SOAR

Item No. G.5

This part of the City of Moreno Valley's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

Contents **Page #**

Financial Trends 199

These schedules contain trend information to help the reader understand how the city's financial performance and well-being have changed over time.

Revenue Capacity 204

These schedules contain information to help the reader assess the factors affecting the city's ability to generate its key revenues

Debt Capacity 210

These schedules present information to help the reader assess the affordability of the city's current levels of outstanding debt and the city's ability to issue additional debt in the future

Demographic and Economic Information 215

These schedules offer demographic and economic indicators to help the reader understand the environment within which the city's financial activities take place and help make comparisons over time and with other governments.

Operating Information 218

These schedules contain information about the city's operations and resources to help the reader understand how the city's financial information relates to the services the city provides and the activities it performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year. The city implemented Statement 34 in 2003; schedules presenting government-wide information include information beginning in that year.

City of Moreno Valley
Net Assets by Component,
Last seven fiscal years
(accrual basis of accounting)

	2004	2005	2006	2007	2008	2009	2010
Governmental activities							
Invested in capital assets, net of related debt	$ 465,542,271	$ 475,642,146	$ 523,083,597	$ 594,870,636	$ 622,102,140	$704,987,685	$ 768,345,954
Restricted for:							
Community development projects	6,961,781	6,404,249	10,076,376	-	41,908,201	19,960,752	36,341,964
Community and cultural	-	-	-	-	8,259,181	-	8,368,534
Public safety	2,086,222	2,649,176	1,655,374	973,667	663,854	280,107	2,103,241
Capital projects	40,769,509	47,442,301	60,687,985	66,493,508	79,745,801	71,335,816	61,365,635
Debt service	23,966,889	21,673,132	12,985,998	12,538,629	7,291,425	17,373,369	15,818,072
Other Programs	-	-	-	14,863,573	3,598,110	11,731,764	2,545,781
Permanent funds-nonexpendable	-	-	59,359	62,537	64,692	66,436	169,287
Unrestricted	32,744,174	46,215,255	73,846,697	101,941,651	104,545,617	69,630,581	46,594,052
Total Governmental activities net assets	$ 572,070,846	$ 600,026,259	$ 682,395,386	$ 791,744,201	$ 868,179,021	$ 895,366,510	$ 941,652,520
Business-type activities							
Invested in capital assets, net of related debt	$ 709,310	$ 1,815,311	$ 18,151,135	$ 14,130,659	$ 14,110,399	$ 10,083,679	$ 12,201,754
Restricted							
Regulatory contingencies	-	-	-	1,604,444	948,207	1,767,402	1,158,200
Unrestricted	(575,790)	(799,941)	(3,713,053)	(634,406)	(2,252,565)	(4,023,374)	(4,520,034)
Total Business-type activities net assets	$ 133,520	$ 1,015,370	$ 14,438,082	$ 15,100,697	$ 12,806,041	$ 7,827,707	$ 8,839,920
Primary government							
Invested in capital assets, net of related debt	$ 466,251,581	$ 477,457,457	$ 541,234,732	$ 609,001,295	$ 636,212,539	$ 715,071,364	$ 780,547,708
Restricted for:	-	-	-	-	-	-	-
Community development projects	6,961,781	6,404,249	10,076,376	-	41,908,201	19,960,752	36,341,964
Community and cultural	-	-	-	-	8,259,181	-	8,368,534
Public safety	2,086,222	2,649,176	1,655,374	973,667	663,854	280,107	2,103,241
Capital projects	40,769,509	47,442,301	60,687,985	66,493,508	79,745,801	71,335,816	61,365,635
Debt service	23,966,889	21,673,132	12,985,998	12,538,629	7,291,425	17,373,369	15,818,072
Other Programs	-	-	-	14,863,573	3,598,110	11,731,764	2,545,781
Permanent funds-nonexpendable	-	-	59,359	62,537	64,692	66,436	169,287
Regulatory contingencies	-	-	-	1,604,444	948,207	1,767,402	1,158,200
Unrestricted	32,168,384	45,415,314	70,133,644	101,307,245	102,293,052	65,607,207	42,074,018
Total primary government net assets	$ 572,204,366	$ 601,041,629	$ 696,833,468	$ 806,844,898	$ 880,985,062	$ 903,194,217	$ 950,492,440

Note: The city implemented the GASB 34 reporting model in Fiscal Year 2003. Information prior to the implementation of GASB 34 is not available.

City of Moreno Valley
Change in Net Assets,
Last seven fiscal years
(accrual basis of accounting)

	2004	2005	2006	2007	2008	2009	2010
Expenses							
Governmental activities:							
General government	$ 10,902,771	$ 18,583,987	$ 12,817,483	$ 10,796,963	$ 14,416,941	$ 14,948,628	$ 12,093,157
Public safety	39,563,567	42,797,971	47,282,305	43,415,662	54,412,284	50,856,439	58,165,412
Community development	8,198,449	10,041,715	13,666,378	9,643,084	10,964,507	12,036,237	29,663,451
Community and cultural	13,789,758	14,132,146	15,999,800	21,181,096	33,717,135	27,904,884	22,700,681
Public works	10,287,806	11,352,870	10,273,707	30,750,411	29,247,892	36,095,949	14,990,867
Interest on long-term debt	5,869,952	5,514,358	8,079,935	8,724,134	12,081,884	10,334,932	9,126,054
Total Governmental activities expenses	88,612,303	102,423,047	108,119,608	124,511,350	154,840,643	152,177,069	146,739,622
Business-type activities:							
Electric	76,106	1,080,589	3,673,509	8,298,955	12,282,161	14,067,086	13,812,966
Total business-type activities expenses	76,106	1,080,589	3,673,509	8,298,955	12,282,161	14,067,086	13,812,966
Total primary government expenses	$ 88,688,409	$ 103,503,636	$ 111,793,117	$ 132,810,305	$ 167,122,804	$ 166,244,155	$ 160,552,588
Program revenues							
Governmental activities:							
Charges for services:							
General government	$ 1,699,588	$ 1,855,342	$ 2,447,730	$ 2,994,550	$ 1,329,861	$ 1,144,983	$ 3,148,712
Public safety	922,986	1,158,745	2,040,725	1,212,229	4,948,923	6,559,817	4,371,535
Community development	7,964,124	10,814,238	12,576,280	12,947,546	6,962,389	7,607,316	4,071,460
Community and cultural	8,397,842	9,012,514	10,067,509	10,963,716	12,163,575	14,982,931	11,254,752
Public works	16,113,736	14,639,669	20,523,959	10,612,170	19,134,172	7,840,754	2,264,619
Operating contributions and grants:							
General government	2,315,147	2,121,229	422,310	622,513	-	92,319	66,861
Public safety	973,642	773,875	838,921	931,062	704,324	385,195	1,016,552
Community development	866,940	1,586,824	3,252,611	4,023,295	2,873,752	2,541,925	8,909,018
Community and cultural	1,216	68,396	133,325	100,777	6,911,186	5,936,040	5,174,090
Public works	626,074	887,750	2,985,031	460,787	631,830	3,901,583	6,345,620
Capital contributions and grants							
General government	-	-	-	-	-	-	31,307
Public safety	221,729	-	-	-	-	-	146,606
Community development	-	-	-	-	-	-	918,785
Community and cultural	-	-	-	-	-	239,746	-
Public works	1,157,085	2,160,498	24,442,306	74,752,980	74,004,139	31,573,778	70,826,175
Total governmental activities program revenues	41,260,109	45,079,080	79,730,707	119,621,625	129,664,151	82,806,387	118,546,092
Business-type activities:							
Charges for services							
Electric	319,135	1,356,555	11,445,287	8,712,097	10,311,654	12,430,482	13,326,364
Capital contributions and grants	-	-	-	1,604,577	-	-	-
Total business-type activities program revenues	319,135	1,356,555	11,445,287	10,316,674	10,311,654	12,430,482	13,326,364
Total primary government program revenues	41,579,244	46,435,635	91,175,994	129,938,299	139,975,805	95,236,869	131,872,456

(Continued)

City of Moreno Valley
Change in Net Assets,
Last seven fiscal years
(accrual basis of accounting)

	2004	2005	2006	2007	2008	2009	2010
Net (Expense)/Revenue							
Governmental activities	(47,352,194)	(57,343,967)	(28,388,901)	(4,889,725)	(25,176,492)	(69,370,682)	(28,193,530)
Business-type activities	243,029	275,966	7,771,778	2,017,719	(1,970,507)	(1,636,604)	(486,602)
Total primary government net (expense)/revenue	$ (47,109,165)	$ (57,068,001)	$ (20,617,123)	$ (2,872,006)	$ (27,146,999)	$ (71,007,286)	$ (28,680,132)
General Revenues and Other Changes in Net Assets							
Governmental activities:							
Taxes:							
Property taxes	$ 12,897,208	$ 19,678,253	$ 18,001,808	$ 23,379,735	$ 30,351,211	$ 28,316,208	$ 16,836,699
Property taxes in lieu	-	8,644,834	12,068,070	14,150,000	16,728,600	16,791,078	13,703,197
Transient occupancy tax	455,009	519,193	582,307	586,383	593,009	497,936	535,775
Sales tax	15,469,300	18,054,078	12,275,626	15,701,460	13,623,654	12,163,719	10,982,811
Franchise taxes	3,599,486	3,791,547	4,099,859	4,349,870	4,381,882	4,876,055	4,607,594
Business license taxes	1,289,434	1,457,521	1,240,764	1,315,039	1,111,021	1,051,702	961,303
Utility users tax	10,980,848	12,527,514	13,811,740	15,463,291	15,186,616	15,081,286	15,358,341
Other taxes	7,963,160	4,497,323	5,448,829	6,320,978	2,620,059	2,683,193	2,278,529
Franchise in lieu taxes	-	9,699	42,788	78,573	96,816	120,969	132,548
Documentary transfer tax	1,055,205	1,391,199	1,548,205	972,995	575,003	598,084	479,208
Intergovernmental-motor vehicle in lieu, unrestricted	7,288,137	3,484,623	11,899,563	16,054,145	800,667	865,718	547,188
Use of property and money	1,608,126	5,295,415	6,959,412	13,467,580	16,380,462	9,381,199	10,850,116
Gain on sale of capital assets	-	-	-	-	2,575	-	-
Miscellaneous	14,427,133	5,435,103	1,820,976	405,679	885,602	1,787,772	1,238,641
Transfers	193,000	(16,857)	(1,257,370)	(75,851)	61,817	653,554	225,192
Total governmental activities	77,226,046	84,769,445	88,542,577	112,169,877	103,398,994	94,868,473	78,737,142
Business-type activities							
Use of property and money	-	-	-	-	-	-	61,428
Other	83,491	589,027	-	-	-	131,033	1,250,000
Transfers	(193,000)	16,857	1,257,370	75,851	(61,817)	(653,554)	(225,192)
Total business-type activities	(109,509)	605,884	1,257,370	75,851	(61,817)	(522,521)	1,086,236
Total primary government	$ 77,116,537	$ 85,375,329	$ 89,799,947	$ 112,245,728	$ 103,337,177	$ 94,345,952	$ 79,823,378
Change in Net Assets							
Government activities	29,873,852	27,425,478	60,153,676	107,280,152	78,222,502	25,497,791	50,543,612
Business-type activities	133,520	881,850	9,029,148	2,093,570	(2,032,324)	(2,159,125)	599,634
Total primary government	$ 30,007,372	$ 28,307,328	$ 69,182,824	$ 109,373,722	$ 76,190,178	$ 23,338,666	$ 51,143,246

Note: The city implemented the GASB 34 reporting model in Fiscal Year 2003. Information prior to the implementation of GASB 34 is not available.

City of Moreno Valley
Fund Balances, Governmental Funds
Last seven fiscal years
(modified accrual basis of accounting)

	2004	2005	2006	2007	2008	2009	2010
General Fund							
Reserved	6,654,472	6,052,320	11,808,994	13,580,492	35,752,164	34,787,698	33,788,960
Unreserved	11,943,948	24,992,976	25,920,111	39,494,188	21,937,845	17,066,883	17,500,579
Total General Fund	18,598,420	31,045,296	37,729,105	53,074,680	57,690,009	51,854,581	51,289,539
All Other Funds							
Reserved	26,685,317	21,994,729	49,040,215	49,559,718	90,143,820	86,530,127	79,688,486
Unreserved reported in:							
Special revenue funds	37,493,168	44,049,195	47,464,569	48,534,518	50,516,963	42,222,678	30,378,947
Capital projects funds	(6,891,945)	(2,959,368)	27,383,018	36,453,807	29,300,262	27,359,094	27,373,151
Debt service funds	4,304,047	917,262	949,518	-	-	-	-
Permanent funds	-	-	59,359	-	-	66,436	169,287
Total all other funds	61,590,587	64,001,818	124,896,679	134,548,043	169,961,045	156,178,335	137,609,871

Note: The city implemented the GASB 34 reporting model in Fiscal Year 2003. Information prior to the implementation of GASB 34 is not available.

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City of Moreno Valley
Changes in Fund Balances, Governmental Funds
Last seven fiscal years
(modified accrual basis of accounting)

	2004	2005	2006	2007	2008	2009	2010
Revenue							
Taxes	$ 46,216,887	$ 54,463,821	$ -	$ -	$ -	$ -	$ -
Property tax	-	-	14,342,099	26,854,009	30,351,211	28,316,208	16,836,699
Property taxes in lieu	-	-	12,068,070	14,150,000	16,728,600	16,791,078	13,703,197
Utility taxes	-	-	13,811,740	15,463,291	15,186,616	15,081,286	15,358,341
Sales taxes	-	-	12,275,627	15,701,460	13,623,654	12,163,719	10,982,811
Other taxes	-	-	16,622,460	9,637,850	9,377,790	9,827,939	8,994,957
Assessments	41,683	-	-	-		-	-
Licenses, fees and permits	8,868,460	12,159,692	13,041,187	13,552,983	2,650,530	1,930,905	1,354,188
Charges for services	26,874,096	25,755,085	18,574,210	25,046,576	24,745,073	21,876,389	20,182,147
Intergovernmental	20,164,244	27,037,053	33,213,048	16,703,254	31,497,898	32,642,154	39,049,424
Use of property and money	1,571,485	4,438,468	7,199,105	13,466,716	16,380,462	9,381,199	10,850,116
Fines and forfeitures	929,813	1,097,508	1,205,173	1,159,350	1,293,056	1,262,712	1,176,403
Miscellaneous	1,393,391	4,078,406	2,652,320	1,089,949	885,602	1,787,772	1,238,641
Total revenues	106,060,059	129,030,033	145,005,039	152,825,438	162,720,492	151,061,361	139,726,924
Expenditures							
General government	8,937,124	14,983,932	10,723,374	12,060,789	14,681,999	14,825,012	12,607,630
Public Safety	32,300,542	36,806,865	43,478,949	50,276,192	56,361,973	57,866,348	58,311,716
Community development	6,790,803	8,711,599	24,608,096	10,116,658	18,144,115	13,895,163	15,003,855
Community and cultural	11,492,361	12,331,683	14,889,677	19,286,807	32,683,219	27,331,726	21,982,074
Public works	8,724,368	9,999,497	21,262,923	31,391,248	34,616,617	45,328,685	13,796,314
Capital outlay	14,647,639	19,885,754	-	-	-	-	26,269,751
Debt service							
Principal retirement	20,472,246	2,723,847	2,896,585	3,095,000	18,538,387	4,154,660	3,690,094
Interest and fiscal charges	5,897,812	5,381,740	7,334,361	8,476,750	9,213,625	10,382,080	9,198,762
Bond issuance costs	-	-	664,638	326,385	2,413,464	-	-
Total expenditures	109,262,895	110,824,917	125,858,603	135,029,829	186,653,399	173,783,674	160,860,196
Excess of revenues over/ (under) expenditures	(3,202,836)	18,205,116	19,146,436	17,795,609	(23,932,907)	(22,722,313)	(21,133,272)
Other Financing Sources (Uses)							
Issuance of debt	-	-	48,205,000	5,870,000	58,412,429	-	-
Transfers in	13,058,959	24,871,852	37,201,043	33,422,242	38,016,856	27,284,397	29,322,934
Transfers out	(12,125,059)	(24,165,709)	(38,480,919)	(30,526,931)	(36,688,115)	(24,926,511)	(26,106,962)
Sale of capital assets	-	-	-	-	442,085	-	-
Premium on debt issued	-	-	570,840	-	-	-	-
Discount on debt issued	-	-	(385,640)	-	-	-	-
Payment to refunded bond escrow agents	-	(5,006,586)	-	-	-	-	-
Other debts issued	1,199,343	250,767	-	-	-	-	-
Total other financing sources (uses)	2,133,243	(4,049,676)	47,110,324	8,765,311	60,183,255	2,357,886	3,215,972
Net change in fund balances	(1,069,593)	14,155,440	66,256,760	26,560,920	36,250,348	(20,364,427)	(17,917,300)
Debt service as a percentage of noncapital expenditures	27.87%	8.91%	10.54%	10.56%	19.40%	10.65%	9.58%

Note: The city implemented the GASB 34 reporting model in Fiscal Year 2003. Information prior to the implementation of GASB 34 is not available.

City of Moreno Valley
Tax Revenues by Source, General and Fire Services Funds
(modified accrual basis of accounting)

Fiscal Year	Property	Property Tax In-Lieu of Vehicle License Fees		Utility Users	Sales & Use		Transient Occupancy	Franchise	Motor Vehicle In-Lieu		Business License Gross Receipt	Documentary Transfer		Total
2003	$ 5,710,105	$ -		$ 9,718,667	$ 8,171,861		$ 358,530	$ 3,253,708	$ 9,239,894		$ 806,462	$ 599,128		$ 37,858,355
2004	6,354,247	-		10,980,848	9,100,608		455,009	3,599,485	7,283,124	(1)	920,928	1,055,205		39,749,454
2005	7,230,082	8,644,834	(2)	12,527,514	11,753,794		519,193	3,791,546	3,478,877	(2)	1,059,009	1,391,200		50,396,049
2006	11,930,618	12,068,070		13,811,740	11,317,841	(4)	582,307	4,142,646	1,275,342		1,240,764	1,548,205		57,917,533
2007	14,022,135	14,150,000		15,463,291	13,116,271		586,383	4,349,870	943,313		1,315,039	972,995	(5)	64,919,297
2008	14,361,253	16,728,600		15,186,616	11,694,525		593,009	4,478,698	800,667		1,111,021	575,003		65,529,392
2009	12,790,196	16,791,078		15,081,286	10,202,384		497,936	4,997,024	865,718		1,051,701	598,084		62,875,407
2010	9,917,734	13,703,197		15,358,341	9,298,296		535,775	4,757,920	547,188		961,303	479,208		55,558,962
Change														
2003 to 2010	**74.00%**	**100.00%**	(3)	**58.00%**	**14.00%**	(3)	**49.00%**	**46.00%**	**-94.00%**		**19.00%**	**-20.00%**		**47.00%**

(1) In 2004 the State of California discontinued the back-fill of the Vehicle License Fee In-Lieu. At the same time the basis of the revenue stream was changed from a per capita calculation to the change in assessed valuations of property.

(2) In 2005 the governor instituted the "triple-flip" which changed the funding source for Vehicle License Fees to the ERAF fund and changed the allocation of funds to cities from a per capita computation to the change in the assessed valuation of property. The foundation of the fee is not based on the tax rates established by the city and as such is not considered to be property tax. Because this revenue is under the control of the state it would be considered a "shared" revenue rather than an "own-source" revenue.

(3) Property Tax, Property Tax In-Lieu of VLF, Utility Users Tax and Sales Tax revenues have experienced significant levels of growth due to the high level of development of both residential and commercial being experienced within the city.

(4) The decline in sales tax reported in FY 2006 is related to the implementation of the "Triple-Flip" and a take-back of revenues related to a change in the formula that was used to allocate funds to the cities. The amount of the take-back was $720,000.

(5) Documentary Transfer Tax has declined since FY 2006. This decline is due to the combination of a decrease in the number of properties that transferred ownership and the decline in the value of properties being transferred.

Source: City of Moreno Valley Finance Department

City of Moreno Valley
Key Revenues, General and Fire Services Funds
Last Ten Fiscal Years

	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
Utility Users Tax	$ 8,755,772	$ 9,078,814	$ 9,718,667	$10,980,848	$12,527,514	$13,811,740	$15,463,291	$15,186,616	$15,081,286	$15,358,341
Property Tax	5,098,438	5,192,833	5,710,105	6,354,247	7,230,082	11,930,618	14,022,135	14,361,253	12,790,196	9,917,734
Property Tax In-Lieu of VLF	-	-	-	-	8,644,834	12,068,070	14,150,000	16,728,600	16,791,078	13,703,197
Vehicle License In-Lieu Fees	7,879,602	8,459,660	9,239,894	7,283,124	3,478,877	1,275,342	943,313	800,667	865,718	547,188
Sales Tax	6,929,184	7,194,055	8,171,861	9,100,608	8,696,776	8,623,390	9,472,304	7,942,982	7,135,246	6,952,123
Property Tax In-Lieu of Sales Tax	-	-	-	-	3,057,018	2,694,451	3,643,967	3,751,543	3,067,138	2,346,173
Development Services	1,876,496	4,186,830	5,478,729	7,992,934	10,968,374	12,592,569	12,976,965	9,092,514	7,442,475	5,243,215

Notes:

In late FY 2004 due to budget constraints the State of California discountinued the back-fill of the Vehicle In-Lieu fees which accounted for approximately two-thirds of the total amount paid to local government. In 2005 this "gap" amount was repaid to local agencies which for the City of Moreno Valley amounted to $2,547,036.

The FY 03/04 State of California budget withheld a portion of the Vehicle License Fee backfill owed to cities. Under the terms of the borrowing the Vehicle License Fee gap loan, as it was known, was to be repaid in FY 06/07. The City of Moreno Valley, along with a number of other cities, sold the rights to the receivable to a third party, California Communities, in order to receive the cash on a more timely basis. The agreement resulted in the city receiving a discounted amount or $2,347,317 of the original receivable amount of $2,547,036 in FY 04/05

In FY 2005 in order to provide collateral for the Budget Deficit Bonds the State of California began withholding twenty five percent of the city's sales tax and replaced it with a like amount from the ERAF fund. This switch was one of the components of the "Triple-flip" and unlike the switch of vehicle license fees, which is permanent, only lasts until the bonds

Source: City of Moreno Valley Finance Department

ty of Moreno Valley
ssessed Value and Estimated Actual Value of Taxable Property
st Ten Fiscal Years
thousands of dollars)

	City						Redevelopment Agency						
Fiscal Year Ended June 30,	Secured Value	Unsecured Value	Total Assessed and Estimated Full Value	Less: Exemptions	Taxable Assessed Value	Direct Tax Rate	Secured Value	Unsecured Value	Total Assessed and Estimated Full Value	Less: Exemptions	Taxable Assessed Value	Direct Tax Rate	Total Direct Tax Rate
2001	4,792,266	133,185	4,925,451	(69,801)	4,855,650	(1)						(1)	(1)
2002	5,652,986	147,086	5,800,072	(96,346)	5,703,726	0.00133	1,073,616	91,783	1,165,399	(23,802)	1,141,597	0.00472	0.00189
2003	6,303,862	146,028	6,449,890	(102,466)	6,347,424	0.00131	1,205,730	81,997	1,287,727	(28,489)	1,259,238	0.00483	0.00189
2004	7,323,326	144,893	7,468,219	(94,858)	7,373,361	0.00124	1,382,232	86,290	1,468,522	(28,117)	1,440,405	0.00517	0.00188
2005	9,182,553	154,604	9,337,157	(109,759)	9,227,398	0.00116	1,643,835	82,341	1,726,176	(34,169)	1,692,007	0.00572	0.00187
2006	11,327,235	165,133	11,492,368	(118,051)	11,374,317	0.00131	2,028,330	85,608	2,113,938	(35,633)	2,078,305	0.00643	0.00210
2007	13,419,168	198,776	13,617,944	(147,891)	13,470,053	0.00140	2,546,327	109,685	2,656,012	(47,345)	2,608,667	0.00672	0.00226
2008	13,491,161	232,774	13,723,935	(194,693)	13,529,242	0.00143	2,788,876	137,206	2,926,082	(75,251)	2,850,831	0.00838	0.00264
2009	13,132,444	243,521	13,375,965	(154,973)	13,220,992	0.00131	2,229,290	117,596	2,346,886	(72,232)	2,274,654	0.01045	0.00265
2010	2,083,760	136,807	2,220,567	(154,289)	2,066,278	0.00827	1,954,940	130,101	2,085,041	(81,595)	2,003,446	0.00830	0.00828

Source: Riverside County Auditor/Controller

(1) The tax rate detail prior to FY 2001-02 is not readily available

Note: In 1978 the voters of the State of California passed Proposition 13 which limited property taxes to a maximum rate of 1% based upon the assessed value of the property being taxed. Each year, the assessed value of the property may be increased by an "inflation factor" (limited to a maximum increase of 2%). With few exceptions, property is only reassessed at the time that it is sold to a new owner. At that point, the new assessed value is reassessed at the purchase price of the property sold. The assessed valuation data shown above represents the only data currently available with respect to the actual market value of taxable property and is subject to the limitations described above.

Source: City of Moreno Valley Finance Department
County of Riverside Auditor-Controller

City of Moreno Valley
Property Tax Rates
Direct and Overlapping Governments
Last Six Fiscal Years
(per $100 of assessed value)

Fiscal Year	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10
City Direct Rates:	$0.00116	$0.00131	$0.00140	$0.00143	$0.00131	$0.00827
Redevelopment Agency Direct Rate:	0.00572	0.00643	0.00672	0.00838	0.01045	0.00830
Total City Direct Rate:	0.00187	0.00210	0.00226	0.00264	0.00265	0.00828
Eastern Municipal Water Imp Dist U-13	0.03000	0.01400	0.00900	0.00800	0.00000	0.03000
Metro Water Dist East-1301999	0.05780	0.00520	0.00470	0.00450	0.00430	0.00430
Moreno Valley Unified School District	0.03395	0.00000	0.02271	0.03066	0.03081	0.02660
Riverside Community College	0.00000	0.01800	0.01800	0.01259	0.01254	0.01242
Total Tax Rate	$0.16389	$0.16684	$0.17761	$0.19523	$0.21154	$0.22471

NOTE:
In 1978, California voters passed Proposition 13 which sets the property tax rate at a 1.00% fixed amount. This 1.00% is shared by all taxing agencies for which the subject property resides within. In addition to the 1.00% fixed amount, property owners are charged taxes as a percentage of assessed property values for the payment of the Metropolitan Water District bonds, the Eastern Municipal Water District bonds and the Riverside Community College bonds.

Source: City of Moreno Valley Finance Department
County of Riverside Auditor-Controller

City of Moreno Valley
Principal Property Tax Payers
Current Year and Nine Years Ago

	Fiscal Year 2009/10			Fiscal Year 2000/2001		
Taxpayer	Taxable Assessed Value	Rank	Percent of Total City Taxable Assessed Value	Taxable Assessed Value	Rank	Percent of Total City Taxable Assessed Value
Walgreen Company	$ 137,062,594	1	1.24%	$ -		0.00%
Stonegate 552, LLC	114,015,600	2	1.04%	-		0.00%
Ridge Moreno Valley	101,827,166	3	0.92%	-		0.00%
Ross Dress for Less, Inc.	97,084,134	4	0.88%	-		0.00%
Moreno Valley Day St. Apartment	72,131,078	5	0.66%	-		0.00%
WNRA Moreno Valley	57,723,068	6	0.52%			0.00%
Kaiser Foundation Hospitals	56,001,945	7	0.51%	-		0.00%
Knickerbocker Properties, Inc	49,418,999	8	0.45%	-		0.00%
Realty Associates Fund IX LP	47,154,744	9	0.43%	-		0.00%
BRE Properties, Inc	43,499,470	10	0.40%	-		0.00%
Homart Newco Two, Inc				44,300,000	1	0.91%
Secretary of Housing & Urban Development	-		0.00%	27,917,324	2	0.57%
TSC	-		0.00%	23,689,315	3	0.49%
Moreno Valley Associates	-		0.00%	19,999,993	4	0.41%
Sienna Pointe Apartments	-		0.00%	18,023,140	5	0.37%
Macy's	-		0.00%	17,780,313	6	0.37%
Atsugi Kokusai Kanko USA	-		0.00%	15,841,935	7	0.33%
Dayton Hudson Corporation	-		0.00%	15,630,104	8	0.32%
Felicita Associates	-		0.00%	14,542,494	9	0.30%
Hemlock Properties	-		0.00%	13,917,436	10	0.29%
	$ 775,918,798		7.05%	$ 211,642,054		4.36%

The amounts shown above include assessed value data for both the City and the Redevelopment Agency

Source: Hdl Coren & Cone

City of Moreno Valley
Property Tax Levies and Collections
Last Ten Fiscal Years

Fiscal Year Ended June 30,	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of Levy		Collections in Subsequent years	Total Collections to Date	
		Amount	Percent of Levy		Amount	Percent of Levy
2001	19,628,161	19,816,928	100.96%	-	19,816,928	100.96%
2002	21,302,107	19,936,925	93.59%	11,514	19,948,439	93.65%
2003	22,594,477	22,876,331	101.25%	-	22,876,331	101.25%
2004	26,353,337	24,884,530	94.43%	11,609	24,896,139	94.47%
2005	28,865,321	26,775,299	92.76%	7,922	26,783,221	92.79%
2006	30,426,678	32,347,436	106.31%	37,812	32,385,248	106.44%
2007	35,606,935	39,141,295	109.93%	64,980	39,206,275	110.11%
2008	41,349,349	43,457,010	105.10%	104,898	43,561,908	105.35%
2009	51,812,334	41,165,168	79.45%	119,943	41,285,111	79.68%
2010	45,299,393	35,492,693	78.35%	80,963	35,573,656	78.53%

The City began participating in the "Teeter Plan" in FY 1993-94 which resulted in a lower amount of subsequent delinquent tax collections.

Source: County of Riverside Auditor-Controller
City of Moreno Valley Finance Department

City of Moreno Valley
Direct and Overlapping Debt

Fiscal Year 2009/10 Assessed Valuation	$11,017,102,894
Redevelopment Incremental Valuation	2,131,967,573
Adjusted Assessed Valuation	$ 8,885,135,321

OVERLAPPING TAX AND ASSESSMENT DEBT	Total Debt 6/30/2010	% Applicable(1)	City's Share of Debt 6/30/10
Metropolitan Water District	$ 264,220,000	0.491%	$ 1,297,320
Eastern Municpal Water District I.D. No U-22	4,967,000	100.	4,967,000
Riverside Community College District	134,696,109	15.082	20,314,867
Moreno Valley Unified School District	46,088,521	92.332	42,554,453
San Jacinto Unified School District	44,450,764	0.563	250,258
Val Verde Unified School District	43,206,948	42.214	18,239,381
Moreno Valley Unified School District Community Facilities District No. 88-1	11,045,000	100.	11,045,000
Moreno Valley Unified School District Community Facilities District No. 2002-1	8,120,000	100.	8,120,000
Moreno Valley Unified School District Community Facilities District No. 2003-1&2	10,885,000	100.	10,885,000
Moreno Valley Unified School District Community Facilities District No. 2004-1	3,110,000	100.	3,110,000
Moreno Valley Unified School District Community Facilities District No. 2004-2	5,505,000	100.	5,505,000
Moreno Valley Unified School District Community Facilities District No. 2004-3	3,965,000	100.	3,965,000
Moreno Valley Unified School District Community Facilities District No. 2004-5	4,965,000	100.	4,965,000
Moreno Valley Unified School District Community Facilities District No. 2004-6	27,630,000	100.	27,630,000
Moreno Valley Unified School District Community Facilities District No. 2005 2&3	15,375,000	100.	15,375,000
Val Verde Unified School District Community Facilities Disctrict No. 98-1	27,155,000	100.	27,155,000
Val Verde Unified School District Community Facilities Disctrict No. 2003-1	2,720,000	100.	2,720,000
Eastern Municpal Water District Community Facilities District	12,510,000	100.	12,510,000
City of Moreno Valley Community Facilities District No. 3	2,370,000	100.	2,370,000
City of Moreno Valley Community Facilities District No. 5	5,855,000	100.	5,855,000
City of Moreno Valley Community Facilities District No. 87-1	9,490,000	100.	9,490,000
City of Moreno Valley Community Facilities District No. 87-1 and I.A. No. 1	3,665,000	100.	3,665,000
TOTAL GROSS OVERLAPPING TAX AND ASSESSMENT DEBT			$ 241,988,279
Less: Moreno Valley Community Facilities District No. 3 & 87-1 (100% self-supporting from tax increment revenues)			11,860,000
TOTAL NET OVERLAPPING TAX AND ASSESSMENT DEBT			$ 230,128,279
DIRECT AND OVERLAPPING GENERAL FUND DEBT:			
Riverside County General Fund Obligations	$ 736,427,761	5.853%	$ 43,103,117
Riverside County Pension Obligations	375,100,000	5.853	21,954,603
Riverside County Board of Education Certificates of Participation	7,240,000	5.853	423,757
Mt. San Jacinto Community College District General Fund Obligations	12,470,000	0.019	2,369
Moreno Valley Unified School District Certificates of Participation	21,355,000	92.332	19,717,499
San Jacinto Unified School District Certificates of Participation	43,380,000	0.563	244,229
Val Verde Unified School District Certificates of Participation	85,995,000	42.214	36,301,929
City of Moreno Valley General Fund Obligations	79,365,000	100.	79,365,000 (1)
TOTAL GROSS DIRECT AND OVERLAPPING GENERAL FUND DEBT			$ 201,112,504
Less: Riverside County self-supporting obligations			885,119
TOTAL NET DIRECT AND OVERLAPPING GENERAL FUND DEBT			$ 200,227,385
GROSS COMBINED TOTAL DEBT			$ 443,100,783 (2)
NET COMBINED DEBT			$ 430,355,664

Notes:

(1) Percentage of each overlapping agencies assessed valuation located within the boundaries of the city.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and tax allocation bonds and non-bonded capital lease obligations

Ratios to FY 2009-10 Assessed Valuation:	
Total Gross Overlapping Tax and Assessment Debt	2.20%
Total Net Overlapping Tax and Assessment Debt	2.09%

Ratios to Adjusted Assessed Valuation:	
Combined Direct Debt ($79,365,000)	0.89%
Gross Combined Total Debt	4.99%
Net Combined Total Debt	4.84%

State School Building Aid Repayable as of 6/30/10	$ -
AB: ($425)	

Source: California Municipal Statistics

City of Moreno Valley
Legal Debt Margin
Last Five Fiscal Years
(dollars in thousands)

Legal Debt Margin Calculation for Fiscal Year 2010	
Assessed Value	$10,862,814
Debt Limit (15% of assessed value)	1,629,422
Debt applicable to limit:	
	-
	-
Total net debt applicable to limit	$ -

	Fiscal Year (1)				
	2006	2007	2008	2009	2010
Assessed Valuation (in thousands)	$ 9,075,495	$11,220,188	$13,374,229	$13,375,965	$10,862,814
Conversion percentage	25%	25%	25%	25%	25%
Adjusted assessed valuation (in thousands)	$ 2,268,874	$ 2,805,047	$ 3,343,557	$ 3,343,991	$ 2,715,704
Debt limit percentage	15%	15%	15%	15%	15%
Debt Limit (in thousands)	$ 340,331	$ 420,757	$ 501,534	$ 501,599	$ 407,356
Total net debt applicable to limit	$ -	$ -	$ -	$ -	$ -
Legal debt margin (in thousands)	$ 340,331	$ 420,757	$ 501,534	$ 501,599	$ 407,356
Total net debt applicable to the limit as a percentage of the debt limit	$ -	$ -	$ -	$ -	$ -

1) GASB 44 allowed for the implementation of historical reporting on a prospective basis. The City has elected to report historical data in this manner.

Source: City of Moreno Valley Finance Department
County of Riverside Auditor-Controller

City of Moreno Valley
Ratios of Outstanding Debt by Type
Last Five Fiscal Years

	Governmental Activities					Business-type Activities			
Fiscal Year Ended June 30 (2)	Special Tax Bonds	Certificates of Participation	Lease Revenue Bonds	Notes and Other	Governmental Activities	Lease Revenue Bonds	Total Primary Government	Percentage of Personal Income 1	Debt per Capita 1
2006	23,345,000	7,115,000	47,988,000	4,866,378	83,314,378	4,647,000	87,961,378	2.77%	504
2007	21,415,000	6,590,000	47,393,000	4,696,689	80,094,689	30,367,000	110,461,689	3.38%	612
2008	18,925,000	6,040,000	42,157,472	36,300,136	103,422,608	29,767,528	133,190,136	3.89%	724
2009	17,265,000	5,470,001	41,297,426	28,615,688	92,648,115	29,672,574	122,320,689	3.30%	657
2010	15,525,000	4,875,000	40,378,402	6,667,850	67,446,252	29,201,598	96,647,850	2.67%	513

Notes:
1) These ratios are calculated using personal income and population for the prior year.

2) GASB 44 allowed for the implementation of historical reporting on a prospective basis. The City has elected to report historical data in this manner.

Source: City of Moreno Valley Finance Department
City of Moreno Valley Economic Development Department
Riverside County Economic Development Agency

City of Moreno Valley
Ratio of Bonded Debt
Last Five Fiscal Years

Fiscal Year Ended June 30, (2)	Special Tax Bonds	Certificates of Participation	Lease Revenue Bonds	Total Governmental Activities	Percent of Assessed Value (1)	Per Capita
2006	23,345,000	7,115,000	47,988,000	78,448,000	0.86%	449
2007	21,415,000	6,590,000	47,393,000	75,398,000	0.67%	418
2008	18,925,000	6,040,000	42,157,472	67,122,472	0.50%	365
2009	17,265,000	5,470,001	41,297,426	64,032,427	0.48%	344
2010	15,525,000	4,875,000	40,378,402	60,778,402	0.56%	322

General bonded debt is debt payable with governmental fund resources and general obligation bonds recorded in enterprise funds (of which the City has none).

1) Assessed value has been used because the actual value of taxable property is not readily available in the State of California

2) GASB 44 allowed for the implementation of historical reporting on a prospective basis. The City has elected to report historical data in this manner.

Data Source: City of Moreno Valley Finance Department

City of Moreno Valley
Pledged Revenue Coverage
Last Ten Years

Fiscal Year Ended June 30,	Community Facilities District No. 3, AutoMall Refinancing					Community Facilities District No. 5 of the City of Moreno Valley (Stoneridge)				Towngate Community Facilities District No. 87-1, 2007 Special Tax Refunding Bonds				Towngate Community Facilities District No. 87-1, Improvement No. 1 Special Tax Refunding Bonds			
	Special Tax Levy	Property Tax	Debt Service Principal	Debt Service Interest	Coverage	Special Tax Levy	Debt Service Principal	Debt Service Interest	Coverage	Property Tax Increment	Debt Service Principal	Debt Service Interest	Coverage	Special Tax Levy	Debt Service Principal	Debt Service Interest	Coverage
2000	$ -	$ -	$ -	$ -		$ -	$ -	$ -		$ -	$ -	$ -		$ -	$ -	$ -	
2001	751,542	129,858	200,000	561,400	1.16	-	-	-		-	-	-		-	-	-	
2002	1,029,290	135,550	465,000	550,900	1.15	-	-	-		-	-	-		-	-	-	
2003	1,074,499	114,766	515,000	525,325	1.14	-	-	-		-	-	-		-	-	-	
2004	1,067,950	145,265	575,000	489,275	1.14	-	-	-		-	-	-		-	-	-	
2005	1,121,094	116,871	640,000	449,025	1.14	-	-	-		-	-	-		-	-	-	
2006	1,189,465	73,700	710,000	404,225	1.13	-	-	-		-	-	-		-	-	-	
2007	1,179,479	108,986	785,000	354,525	1.13	-	-	-		-	-	-		-	-	-	
2008	1,088,427	190,425	865,000	299,575	1.10	198,306	-	217,261	0.91	-	-	-		-	-	-	
2009	1,212,713	103,026	865,000	269,300	1.16	-	-	288,613	0.00	2,072,568	575,000	435,881	2.05	281,153	220,000	175,859	0.71

Fiscal Year Ended June 30,	Community Redevelopment Agency 2007 Tax Allocation Bonds			
	Property Tax Increment	Debt Service Principal	Debt Service Interest	Coverage
2008	$23,890,555	$ -	$ 359,683	66.42
2009	$23,775,956	$ 770,000	$2,073,084	8.36

1) The interest payment related to the CFD 5 - Stoneridge was paid from the capitalized interest account but in future years this will be paid from the special tax

Data Source: City of Moreno Valley Finance Department
City of Moreno Valley Community Redevelopment Agency
City of MorenoValley Special Districts

City of Moreno Valley
Demographic and Economic Statistics
Last five years

Calendar Year	Population (1)	Personal Income (in thousands) (2)	Per Capita Personal Income (2)	Unemployment Rate (3), (A)
2006	174,565	3,176,449	18,196	5.9%
2007	180,466	3,264,593	17,257	7.0%
2008	183,860	3,423,011	17,997	9.9%
2009	186,301	3,702,458	18,898	15.7%
2010	188,537	3,836,808	19,230	17.6%

Source: 1- California Department of Finance
2-City of Moreno Valley Economic Development Department
3-California Employment Development Department

A- This data is for the Moreno Valley area.

MV00199423

City of Moreno Valley
Principal Employers
Current Year and Two Years Ago

			2010		2008	
Employer	Sector	Business Type	Number of Employees	Percent of Total Employment	Number of Employees	Percent of Total Employment
March Air Reserve Base	Military/Public Sector	Military Reserve Base	9,300	37.31%	9,000	25.54%
Moreno Valley Unified School District	Public Sector	Public Schools	3,465	13.90%	3,752	10.65%
Riverside County Regional Medical Center	Medical Facilities	County Hospital	2,284	9.16%	2,215	6.29%
Moreno Valley Mall/General Growth	Retail	Retail Mall	1,850	7.42%	1,669	4.74%
Ross Stores	Distribution	Retail Distribution	1,200	4.81%	0	0.00%
City of Moreno Valley/Police/Fire Depts	Public Sector	Municipal Government	1,128	4.52%	746	2.12%
Riverside Community College/Moreno Valley Campus	Public Sector	Higher Education	1,038	4.16%	1,038	2.95%
Val Verde Unified School District (MV only)	Public Sector	Public Schools	959	3.85%	734	2.08%
Kaiser Permanente Communtiy Hospital/Office	Medical Facility	Hospital/Medical Services	651	2.61%	430	1.22%
Walgreens Co.	Distribution	Retail Distribution	650	2.61%	650	1.84%

"Total Employment" as used above represents the total employment of all employers located within City limits.

Source: City of Moreno Valley Economic Development Department

MV00199424

City of Moreno Valley
Full-time and Part-time City Employees by Function
Past Five Years

Function	Fiscal Year (2) 2006	2007	2008	2009	2010
General Government	143	153	150	142	150
Public Works	126	134	141	151	141
Community Development	71	74	74	72	68
Parks and Community Services	123	184 (3)	240	238	453
Animal Services	24	26	27	29	27
Redevelopment Agency	17	17	18	16	14
Public Safety (1)	329	356	383	393	415
Total	833	944	1,033	1,041	1,268

This data represents a count of people employed by the City not the number of approved full time equivalents.

(1) The City contracts with the County of Riverside for Police and Fire services

(2) GASB 44 allowed for the implementation of historical reporting on a prospective basis. The City has elected to report historical data in this manner.

(3) In 2007 the Parks and Community Services Department received a grant from the State of California related to the After School Education and Safety Grant. This grant resulted in an increase in staffing to achieve the grant growth objectives.

Source: City of Moreno Valley Finance Department

City of Moreno Valley
Capital Asset Statistics
Last Five Fiscal Years

	2006	2007	2008	2009	2010
Lane miles of streets	1,081	1,127	1,076	1,076	1,076
Number of street lights	10,041	10,710	11,027	11,037	11,046
Number of traffic signals	138	148	162	167	170
Fire protection:					
Number of stations	6	6	6	6	6
Police protection:					
Number of policing stations	3	3	5	5	5
Recreation and culture:					
Parks	32	36	38	39	37
Maintained acreage of parks	377	519.94	529.55	531.48	531.48
Parks under construction	1	6	7	6	6
Acreage of parks under construction	1.3	19.97	27.07	25.14	25.14
Multi-use athletic fields	21	21	21	21	21
Conference/Recreation centers	1	1	1	1	1
Square footage of recreation centers	42,413	42,413	42,413	42,413	42,413
Senior Centers	1	1	1	1	1
Square footage of senior centers	14,700	14,700	14,700	14,700	14,700
Equestrian centers	1	1	1	1	1
Maintained acreage of equestrian centers	45	45	45	45	45
Multi-use equestrian trails maintained	8 Miles	10 Miles	10 Miles	10 Miles	10 Miles
Community centers	4	4	4	4	4
Square footage of community centers	38,758	38,758	38,758	38,758	38,758
Sports courts	44	44	44	44	44
Skate parks/Roller hockey rinks	1	1	1	1	1
Square footage of skate parks	850	850	850	850	850
Nine-hole golf courses	1	1	1	1	1
Play apparatus	23	23	23	24	26
Water play features	2	2	2	2	2
Utilities:					
Residential utility meters	3,327	4,229	4,702	4,802	4,904
Commercial utility meters	279	383	499	565	545

1) GASB 44 allowed for the implementation of historical reporting on a prospective basis. The City has elected to report historical data in this manner.

City of Moreno Valley
Operating Indicators by Function
Last Five Fiscal Years

	2006	2007	2008	2009	2010
Square mileage of area	50	51	52	52	52
Fire protection:					
Provided by the County of Riverside in cooperation with the State Department of Forestry and Fire:					
Sworn personnel	71	72	85	81	80
Volunteers	30	30	25	25	25
Non-sworn personnel	6	13	10	8	8
Responses to emergency calls	12,155	12,525	13,011	12,971	13,530
Inspections and Permits	5,257	4,834	4,269	3,522	2,369
Plan checks	1,442	1,445	1,482	664	424
Counter/Public inquires	5,172	8,264	7,932	7,249	2,734
Police protection:					
Provided through contract with the County of Riverside Sheriff's Department:					
Sworn officers	162	174	188	186	184
Classified personnel	47.5	49.5	56	55	54
City support personnel	3.5	3.5	4	3	3
Volunteers	30	25	39	56	62
Responses to Calls:					
Priority 1	579	891	429	572	519
Priority 1A	1,095	1,210	1,271	1,110	1,181
Priority 2	24,774	25,046	24,819	24,967	24,938
Priority 3	23,613	25,295	24,859	26,466	24,800
Priority 4	16,869	17,304	16,932	17,592	16,630
Priority 5	38	276	2	91	1
Priority 6	0	0	0	0	0
Priority 7	0	0	0	0	0
Priority 8	0	0	0	0	0
Priority 9	10	76	174	248	279
Cancelled	5,628	6,826	5,983	5,359	5,222
Disp/Arr Time Missing	7,836	9,841	9,437	8,540	7,638
Same Disp/Arr Time	39,857	49,490	50,516	60,510	54,645
T. R. U. Calls	22	54	32	43	32
Building and Safety:					
Building permits issued	4,608	3,363	2,413	2,058	1,645
Counter requests for service	14,289	12,276	11,249	8,922	6,611
Planning:					
Planning applications processed	1,440	1,261	1,100	894	682
Counter requests for service	10,191	8,639	6,550	4,669	3,875
Recreation and culture:					
Rounds of golf played	17,453	14,008	12,000	6,123	6,638
Facility rentals	2,148	1,302	971	893	1,026
Participants in recreation programs	48,027	64,006	57,139	46,075	46,561
Utilities:					
Average residential daily consumption (kilowatt hours)	14.4	19.2	18	19.8	18.5
Average commercial daily consumption (kilowatt hours)	219.1	396.0	171	254.8	284.4
New residential connections	1,620	1,033	473	123	93
New commercial connections	215	78	118	65	5
Employees:					
Members of City Council	5	5	5	5	5
Members of the Planning Commission	7	7	7	7	7
Full-time career status (FTE)	360	388	406	324	312
Part-time career status (FTE)	16	15	18	14	29

3) GASB 44 allowed for the implementation of historical reporting on a prospective basis. The City has elected to report historical data in this manner.

Community Redevelopment Agency

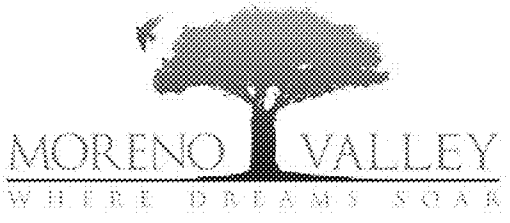

Item No. G.5

MV00199428

Community Redevelopment Agency of the City of Moreno Valley, California

Financial Statements

Year Ended June 30, 2010
(with Independent Auditors' Report Thereon)

MORENO VALLEY
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Item No. G.5

MV00199429

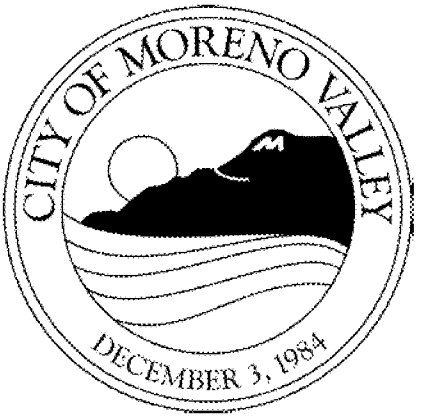
CITY OF MORENO VALLEY
DECEMBER 3, 1984

Community Redevelopment Agency
of the City of Moreno Valley

Financial Statements

Year Ended June 30, 2010

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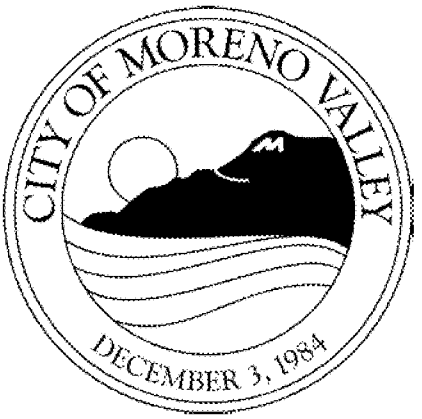
CITY OF MORENO VALLEY
DECEMBER 3, 1984

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Board of Directors
Community Redevelopment Agency of the City of Moreno Valley
Moreno Valley, California

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of the governmental activities and each major fund of the Community Redevelopment Agency of the City of Moreno Valley ("Agency"), a component unit of the City of Moreno Valley, California, as of and for the year ended June 30, 2010, which collectively comprise the Agency's basic financial statements, as listed in the accompanying table of contents. These financial statements are the responsibility of the management of the Community Redevelopment Agency of the City of Moreno Valley. Our responsibility is to express opinions on these component unit financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the component unit financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the component unit financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall component unit financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of governmental activities and each major fund of the Community Redevelopment Agency of the City of Moreno Valley at June 30, 2010, and the respective changes in financial position of the Agency for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

The Agency has not presented *Management's Discussion and Analysis* that the Governmental Accounting Standards Board has determined is necessary to supplement, although not required to be a part of, the basic financial statements.

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Community Redevelopment Agency of the City of Moreno Valley's basic financial statements. The supplementary schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. The supplementary schedules have been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, are fairly stated in all material respects in relation to the basic financial statements taken as a whole.

In accordance with *Government Auditing Standards*, we have also issued a report dated December 21, 2010 on our consideration of the Community Redevelopment Agency of the City of Moreno Valley's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Mayer Hoffman McCann P.C.

Irvine, California
December 21, 2010

Community Redevelopment Agency
of the City of Moreno Valley

Statement of Net Assets
June 30, 2010

	Governmental Activities
Assets:	
Pooled cash and investments (note 3)	$ 81,080,237
Receivables:	
Accounts	22,578
Notes and loans (note 4)	17,567,422
Interest	231,023
Due from the City of Moreno Valley	4,500
Due from other governments	73,572
Land held for redevelopment	3,916,126
Advances to the City of Moreno Valley	220,500
Capital assets not being depreciated (note 5)	9,561,919
Depreciable capital assets, net of accumulated depreciation (note 5)	11,082,108
Total Assets	**123,759,985**
Liabilities:	
Accounts payable	191,611
Accrued liabilities	77,214
Accrued interest payable on long-term debt	855,368
Due to the City of Moreno Valley	1,932,005
Due to other governments (note 9)	4,846,739
Long-term liabilities (note 6):	
Due within one year	428,513
Due in more than one year	102,053,126
Total Liabilities	**110,384,576**
Net Assets:	
Invested in capital assets, net of related debt	3,651,413
Restriced for low and moderate housing	29,461,460
Unrestricted (deficit)	(19,737,464)
Total Net Assets	**$ 13,375,409**

See Notes to Financial Statements

Community Redevelopment Agency
of the City of Moreno Valley

Statement of Activities
Year ended June 30, 2010

		Program Revenues			Net (Expenses) Revenues and Changes in Net Assets
	Expenses	Charges for Services	Operating Contributions and Grants	Capital Contributions and Grants	Total
Functions/Programs					
Governmental Activities:					
General government	$ 1,845,563	$ -	$ -	$ -	$ (1,845,563)
Community development	7,749,655	-	-	-	(7,749,655)
Interest on long-term debt	5,177,345	-	-	-	(5,177,345)
Total Governmental Activities	**$ 14,772,563**	**$ -**	**$ -**	**$ -**	**(14,772,563)**

General Revenues:	
Taxes:	
Tax increment (net of pass through payments)	4,377,602
Sales taxes	924,570
Use of money and property	3,110,838
Miscellaneous	9,136
Transfers to the City of Moreno Valley	(1,564,143)
Total General Revenues and Transfers	**6,858,003**
Change in Net Assets	(7,914,560)
Net Assets, Beginning of Year, as Restated	21,289,969
Net Assets, End of Year	**$ 13,375,409**

See Notes to Financial Statements

Community Redevelopment Agency
of the City of Moreno Valley
Governmental Funds
Balance Sheet
June 30, 2010

	Moreno Valley Redevelopment Project			
	Capital Projects Funds		Debt Service Funds	
	Projects and Administration	Low and Moderate Housing	Debt Service	Totals
Assets:				
Pooled cash and investments (note 3)	$ 40,492,646	$ 7,935,482	$ 32,652,109	$ 81,080,237
Receivables:				
Accounts	22,578	-	-	22,578
Notes and loans (note 4)	-	17,567,422	-	17,567,422
Interest	-	231,023	-	231,023
Due from other governments	-	-	73,572	73,572
Due from the City of Moreno Valley	4,500	-	-	4,500
Land held for redevelopment	3,718,466	197,660	-	3,916,126
Advances to other funds (note 7)	-	3,564,945	-	3,564,945
Advances to the City of Moreno Valley	-	-	220,500	220,500
Total Assets	**$ 44,238,190**	**$ 29,496,532**	**$ 32,946,181**	**$ 106,680,903**
Liabilities and Fund Balances:				
Liabilities:				
Accounts payable	$ 186,234	$ 5,377	$ -	$ 191,611
Accrued liabilities	47,519	29,695	-	77,214
Due to other governments (note 9)	-	-	4,846,739	4,846,739
Due to the City of Moreno Valley	1,927,292	-	4,713	1,932,005
Deferred revenue	-	231,023	12,000	243,023
Advances from other funds (note 7)	-	-	3,564,945	3,564,945
Total Liabilities	**$ 2,161,045**	**$ 266,095**	**$ 8,428,397**	**$ 10,855,537**
Fund Balances:				
Reserved:				
Reserved for encumbrances	$ 1,234,082	$ 4,004,250	$ -	$ 5,238,332
Reserved for debt service	-	-	22,500,000	22,500,000
Reserved for long-term receivables	-	17,567,422	-	17,567,422
Reserved for land held for redevelopment	3,718,466	197,660	-	3,916,126
Reserved for advances to other funds	-	3,564,945	-	3,564,945
Reserved for advances to the City of Moreno Valley	-	-	220,500	220,500
Unreserved:				
Unreserved, reported in nonmajor:				
Designated:				
Designated for continuing appropriations	33,691,617	3,896,160	-	37,587,777
Undesignated	3,432,980	-	1,797,284	5,230,264
Total Fund Balances	**$ 42,077,145**	**$ 29,230,437**	**$ 24,517,784**	**$ 95,825,366**
Total Liabilities & Fund Balances	**$ 44,238,190**	**$ 29,496,532**	**$ 32,946,181**	**$ 106,680,903**

See Notes to Financial Statements

Community Redevelopment Agency
of the City of Moreno Valley

Reconciliation of the Balance Sheet of Governmental Funds
to the Statement of Net Assets
June 30, 2010

Fund balances of governmental funds	$ 95,825,366
Amounts reported for governmental activities in the statement of net assets are different because:	
Capital assets, net of depreciation, used in governmental activities are not financial resources and, therefore, are not reported in the funds.	
Capital assets not being depreciated	9,561,919
Depreciable capital assets, net of accumulated depreciation	11,082,108
Revenues in the statement of activities that do not provided current financial resources are not reported as revenues in the statement of revenues, expenditures, and changes in fund balances. These revenues are reported as deferred revenue in the balance sheet of governmental funds.	243,023
Accrued interest payable for the current portion of interest due on long-term liabilities are not reported in the funds.	(855,368)
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds.	(102,481,639)
Net assets of governmental activities	$ 13,375,409

See Notes to Financial Statements

Community Redevelopment Agency
of the City of Moreno Valley
Governmental Funds
Statement of Revenues, Expenditures
and Changes in Fund Balances
Year ended June 30, 2010

	Moreno Valley Redevelopment Project			
	Capital Projects Funds		Debt Service Funds	
	Projects and Administration	Low and Moderate Housing	Debt Service	Totals
Revenues:				
Taxes and assessments:				
Tax increment	-	3,782,660	16,628,548	20,411,208
Sales taxes	-	-	924,570	924,570
Use of money and property	1,527,525	443,877	1,078,549	3,049,951
Miscellaneous	5,206	3,930	-	9,136
Total Revenues	**$ 1,532,731**	**$ 4,230,467**	**$ 18,631,667**	**$ 24,394,865**
Expenditures:				
Current:				
General government	$ 704,381	$ 897,418	$ 243,764	$ 1,845,563
Community development	2,528,084	3,250	-	2,531,334
Debt Service:				
Principal retirement	-	-	330,436	330,436
Interest and fiscal charges	-	-	3,606,824	3,606,824
Pass-through agreement payments	-	-	10,775,369	10,775,369
SERAF payment	-	-	5,258,237	5,258,237
Total Expenditures	**$ 3,232,465**	**$ 900,668**	**$ 20,214,630**	**$ 24,347,763**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**(1,699,734)**	**3,329,799**	**(1,582,963)**	**47,102**
Other Financing Sources (Uses)				
Transfers in (note 7)	$ 2,018,689	$ -	$ -	$ 2,018,689
Transfers out (note 7)	-	-	(2,018,689)	(2,018,689)
Transfers from the City of Moreno Valley	-	7,000	4,237	11,237
Transfers to the City of Moreno Valley	-	-	(1,575,380)	(1,575,380)
Total Other Financing Sources (Uses)	**2,018,689**	**7,000**	**(3,589,832)**	**(1,564,143)**
Net Change in Fund Balances	**318,955**	**3,336,799**	**(5,172,795)**	**(1,517,041)**
Fund Balances, Beginning of Year, as restated (note 8)	41,758,190	25,893,638	29,690,579	97,342,407
Fund Balances, End of Year	**$ 42,077,145**	**$ 29,230,437**	**$ 24,517,784**	**$ 95,825,366**

See Notes to Financial Statements

Community Redevelopment Agency
of the City of Moreno Valley

Reconciliation of the Statement of Revenues, Expenditures and
Changes in Fund Balances of Governmental Funds to the Statement of Activities
June 30, 2010

Net change in fund balances of governmental funds	$	(1,517,041)
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlay as expenditures. However, in the statement of activities the cost of these assets is allocated over their estimated useful lives and reported as depreciation expense.		
Depreciation expense		(581,285)
Redevelopment projects that develop capital assets for the City of Moreno Valley are not recognized as assets of the Agency (construction in progress), but are reported as community development expenditures.		(4,637,036)
Repayment of principal on long-term debt consumes current financial resources of governmental funds, but does not have any effect of net assets in the statement of activities.		330,436
Accrued interest payable on long-term debt reported in the statement of activities does not require the use of current financial resources and, therefore, is not reported as an expenditure in governmental funds.		(1,570,521)
Revenues in the statement of activities that do not provided current financial resources are not reported as revenues in the statement of revenues, expenditures, and changes in fund balances. These revenues are reported as deferred revenue in the balance sheet of governmental funds.		60,887
Net assets of governmental activities	$	(7,914,560)

See Notes to Financial Statements

Community Redevelopment Agency
of the City of Moreno Valley

Notes to Financial Statements
Year Ended June 30, 2010

Note 1: Organization and Summary of Significant Accounting Policies

a. Description of the Reporting Entity

The Community Redevelopment Agency of the City of Moreno Valley, California, is a component unit of a reporting entity that consists of the following primary and component units:

Reporting Entity:

Primary Government:

City of Moreno Valley

Component Units:

Community Redevelopment Agency of the City of Moreno Valley
Community Services District of the City of Moreno Valley
Community Facilities Districts No. 2 and No. 3
Towngate Community Facilities District No. 87-1
Moreno Valley Public Facilities Financing Corporation
Moreno Valley Public Financing Authority
Industrial Development Authority

The attached basic financial statements contain information relative only to the Community Redevelopment Agency of the City of Moreno Valley as one component unit, which is an integral part of the total reporting entity. They do not contain financial data relating to the other component units.

The Community Redevelopment Agency of the City of Moreno Valley (the Agency) was created by a City Council ordinance adopted on February 18, 1986. The Agency was established pursuant to the State of California Health and Safety Code, Section 33000, entitled Community Redevelopment Law. Its purpose is to prepare and carry out plans for the improvement, rehabilitation and redevelopment of blighted areas within the City of Moreno Valley (the City).

Governmental Accounting Standards define the reporting entity as the primary government and those component units for which the primary government is financially accountable. Financial accountability is defined as appointment of a voting majority of the component unit's board, and either: a) the primary government has the ability to impose its will, or b) the possibility that the component unit will provide a financial benefit to or impose a financial burden on the primary government. Since the City Council of the City of Moreno Valley also serves as the Governing Board of the Agency, the City, in effect, has the ability to influence and control operations. Therefore, the City has oversight responsibility for the Agency. Accordingly, in applying the criteria of Governmental Accounting Standards, the financial statements of the Agency are included in the City's Comprehensive Annual Financial Report. There are no other entities that are considered to be component units of the Agency. The Agency has the same fiscal year end as the City and its financial statements can be obtained from the City Clerk.

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

b. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net assets and the statement of changes in net assets) report information on all of the non-fiduciary activities of the primary government and its component units. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities are normally supported by taxes and intergovernmental revenues. The primary government is reported separately from certain legally separate component units for which the primary government is financially accountable.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Major individual governmental funds are reported as separate columns in the fund financial statements.

c. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period, while grant revenues have an availability period of 120 days. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, franchise taxes, licenses and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

c. Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued)

The Agency reports the following major governmental funds:

The Projects & Administration Capital Projects Fund accounts for the financing, construction and administrative activities of the Agency.

The Low and Moderate Housing Capital Projects Fund accounts for 20% of tax increment set aside for low and moderate housing activities.

The Debt Service Fund accounts for the accumulation of resources for the payment of interest and principal on long-term debt of the Agency.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, and then unrestricted resources as they are needed.

d. Assets, Liabilities and Net Assets or Equity

1. Investments

Investments for the Agency are reported at fair value. The State Treasurer's Investment Pool operates in accordance with appropriate state laws and regulations. The reported value of the pool is the same as the fair value of the pool shares.

2. Receivables and Payables

Activity between funds that is representative of lending/borrowing arrangements outstanding at the end of the fiscal year is referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds".

Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

All trade and property tax receivables are shown net of an allowance for uncollectibles.

Property tax revenue attach as an enforceable lien on property as of January 1. All secured personal property taxes and one-half of the taxes on real property are due November 1; the second installment is due February 1. All taxes are delinquent, if unpaid, on December 10 and April 10, respectively. Unsecured personal property taxes become due on the first of March each year and are delinquent on August 31. The County of Riverside bills and collects the property taxes, and remits them to the Agency in installments during the year. Property taxes received within 60 days after the Agency's fiscal year end are considered "measureable" and "available" and are accrued in the Agency's financial statements.

3. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

d. Assets, Liabilities and Net Assets or Equity (Continued)

4. Capital Assets

Capital assets, which include property, plant, equipment and infrastructure assets (e.g., roads, bridges, sidewalks and similar items), are reported in the governmental activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial individual cost of more than $5,000 (amount not rounded) and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Buildings and Improvements	5 – 50
Furniture and Equipment	3 – 15
Vehicles	3 – 10
Infrastructure	25 – 50

In accordance with GASB Statement No. 34, the Agency is required to report general infrastructure assets.

Buildings are depreciated using the straight-line method over the estimated useful life of 50 years.

5. Deferred Revenue

The government reports unearned revenue on its combined balance sheet. Deferred revenue arises when potential revenue does not meet both the "measurable" and "available" criteria for recognition in the current period. In subsequent periods, when both revenue recognition criteria are met, the liability for deferred revenue is removed from the balance sheet and revenue is recognized.

6. Long-Term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the governmental activities statement of net assets.

7. Salary Expenditures

The Agency does not employ any personnel and relies on the City of Moreno Valley (City) for administrative services. The financial statements include expenditures for salary and other benefits, which were allocated to the Agency by the City.

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

d. Assets, Liabilities and Net Assets or Equity (Continued)

8. Land Held for Redevelopment

Land purchased for the purposes of resale (or contribution to a redevelopment project) is recorded at the Agency's cost to purchase the property or, upon entering into a contract for sale, the estimated net realizable value, if lower.

9. Fund Equity

In the fund financial statements, governmental funds report reservations of fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Designations of fund balance represent tentative management plans that are subject to change.

Note 2: Stewardship, Compliance and Accountability

a. Budgetary Data

General Budget Policies

Budgets are legally adopted and formal budgetary integration is employed as a management control device during the year for all Governmental Fund types. From the effective date of the budget, the amounts stated therein as proposed expenditures become appropriations to the various Agency departments.

Reported budget amounts represent the original legally adopted budget as amended. The City Council, acting as the Agency Board, may approve amendments to the budget during a regular meeting, providing that sufficient monies are available and that expenditures of proceeds of taxes will not be increased beyond the constitutional appropriations limit as imposed by Article XIIIB of the State Constitution.

Individual fund budgets are, in all cases where appropriations are required, the same as the appropriation amounts. In the case of the Governmental Fund types, unexpended budgeted amounts, except for amounts relating to capital projects, lapse at the end of the budget year. Spending control for most funds is established by the amount of expenditures budgeted for each department within the fund, but management control is exercised at budgetary line item levels within the departments. Management can transfer budgeted amounts between operating programs, departments, or funds, provided that such transfers do not increase the overall budget. Appropriations that increase the budget require City Council, acting as the Agency Board, approval.

Encumbrances

Encumbrance accounting, under which purchase orders, contracts and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation, is employed as an extension of formal budgetary integration in the governmental funds. Unexpended and unencumbered appropriations of the governmental funds automatically lapse at the end of the fiscal year. Encumbrances at year-end are a portion of the reserved fund balance and are reappropriated the following year.

Note 2: Stewardship, Compliance and Accountability (Continued)

b. Budgetary Data (Continued)

Budget Basis Accounting

Budgets for governmental funds are adopted on a basis consistent with generally accepted accounting principles (GAAP).

Note 3: Cash and Investments

Cash and investments reported in the accompanying financial statements consisted of the following:

Cash and investments pooled with the City	$81,080,237

The Agency's funds are pooled with the City of Moreno Valley's cash and investments in order to generate optimum interest income. The information required by GASB Statement No. 40 related to authorized investments, credit risk, etc. is available in the annual report of the City.

Note 4: Notes and Loans Receivable

Notes and Loans receivable of $17,567,422 consisted primarily of loans and advances to developers for various projects. A summary of amounts owed to the Agency at June 30, 2010 follows:

Cottonwood Properties	$ 3,847,806
Rancho Dorado	2,800,000
Sheila Street Rehabilitation	2,651,875
Oakwood	2,250,000
RHDC Properties	1,892,166
CVHC	1,639,450
Crippled Children	824,917
Bay Family Apartments	755,000
Perris Isle	413,000
Others	493,208
Total	$ 17,567,422

Note 5: Capital Assets

A summary of changes in capital assets follows:

	Balances 6/30/2009	Additions	Deletions	Balances 6/30/2010
Non-Depreciable Assets:				
Land	$ 4,445,989	$ 5,115,930	$ -	$ 9,561,919
Construction in Progress	9,752,966	-	(9,752,966) *	-
Total Non-Depreciable Assets	14,198,955	5,115,930	(9,752,966)	9,561,919
Depreciable Assets:				
Buildings and Improvements	12,191,837	-	-	12,191,837
Furniture and Equipment	352,837	-	-	352,837
Infrastructure	1,152,231	-	-	1,152,231
Total Depreciable Assets	13,696,905	-	-	13,696,905

Note 5: Capital Assets (Continued)

Accumulated Depreciation:				
Buildings and Improvements	(1,705,870)	(487,673)	-	(2,193,543)
Furniture and Equipment	(246,985)	(70,567)	-	(317,552)
Infrastructure	(80,657)	(23,045)	-	(103,702)
Total Accumulated Depreciation	(2,033,512)	(581,285)	-	(2,614,797)
Depreciable Assets, Net of Depreciation	11,663,393	(581,285)	-	11,082,108
Total Capital Assets, Net of Depreciation	$ 25,862,348	$ 4,534,645	$ (9,752,966)	$ 20,644,027

*Redevelopment projects in progress that develop capital assets for the City of Moreno Valley have been removed and expended as community development expenditures.

Depreciation expense was charged to functions/programs of the Agency as follows:

Governmental Activities:	
Community development	$ 581,285

Note 6: Long-Term Liabilities

a. A description of the Agency's long-term liabilities outstanding is as follows:

Note Payable, Price Company

The Agency had recorded a long-term payable in the original amount of $2,433,744 under a development and disposition agreement and promissory note with Price Company for the reimbursement of costs of construction of a 130,000 square-foot-retail store. The note bears interest at 8% per annum and is payable solely from 50% of site-generated sales tax. Any remainder payable after September 2015 will be forgiven. The amount outstanding as of June 30, 2010 was $2,023,648.

Long-Term Liabilities to the City of Moreno Valley:

The Towngate Regional Mall notes (Sears Note), totaling $13,000,000, originated from a participation agreement (as amended) whereby the Agency acquired certain parcels within the mall for subsequent transfer to major tenants. The notes bear interest of 7.25% and are payable solely from available site-generated property tax increment and up to 50% of site-generated sales tax. Furthermore, the Agency had covenanted to use reasonable best efforts to refinance these notes with Tax Allocation Bonds, provided such financing is determined to be fiscally feasible. At June 30, 2010, accrued interest amounted to $4,489,369. During 2003-2004, the City purchased the rights to the notes from the holder. These amounts are now payable to the City and were previously reported in the Project Fund and are now reported as a long-term liability in the government-wide financial statements.

In 2005, the Agency purchased improved property from the City – the Conference and Recreation Center. The purchase price was $14,203,946. The loan note was $11,503,946 after the initial payment of $2,700,000. A subsequent principal payment of $29,124 was made in 2004-2005. The term is 20 years with 12% simple interest. The Agency will make partial interest only annual payments with a balloon payment due at the end of the term. At June 30, 2010, the outstanding principal and accrued interest balances are $11,474,822 and $5,517,792, respectively.

Note 6: Long-Term Liabilities (Continued)

The Agency owes the City a total of $652,248 in future sales tax revenue for funds borrowed to finance redevelopment activities. $518,520 represents monies borrowed during 2006-2007 by the Agency. $133,728 represents monies borrowed during 2007-2008 by the Agency. The interest rate on the borrowings is 12% and repayment of the long-term payable is made when funds become available. At June 30, 2010, the outstanding accrued interest on these borrowings is $218,760.

In November 2007, the Agency issued 2007 Series B, Subordinate Taxable Tax Allocation Bonds in the original issue amount of $22,500,000. These bonds were purchased by the City of Moreno Valley. The proceeds of the bonds will remain unspent pending the outcome of litigation between the Agency and the County of Riverside concerning the interpretation of a pass-through agreement between the Agency and the County. The Agency will pay monthly interest only debt service payments to the City of Moreno Valley. The interest rate is variable and is expected to approximate a rate of return the Agency achieves from investing the bond proceeds. During the year, the amount of interest earned and paid to the City was $457,378. If the Agency is successful in its litigation, it would begin receiving additional tax increment revenue to pay all or part of the debt service on the bonds. At that point, the bonds will be remarketed within five years and the proceeds used for the purpose of financing various redevelopment improvement projects. The bonds may be redeemed in total or in part at any time. At June 30, 2010, the outstanding principal balance is $22,500,000.

A summary of amounts owed to the City at June 30, 2010 follows:

Borrowing Purpose	Principal	Interest
Towngate Regional Mall (Sears)	$13,000,000	$4,489,369
Conference and Recreation Center	11,474,822	5,517,792
2007 TABs Series B	22,500,000	-
Redevelopment	652,248	218,760
Total	$47,627,070	$10,225,921

2007 Tax Allocation Bonds, Series A

In November 2007, the Agency issued 2007 Tax Allocation Bonds, Series A, in the original issue amount of $43,495,000 for the purpose of financing various redevelopment activities and other undertakings permitted under the Redevelopment Law, to fund a reserve for the bonds and to pay issuance costs. The bonds mature in serial and term fashion through August 1, 2038 and bear interest ranging from 3.5% to 5.0%. The bonds are subject to both optional and mandatory redemption prior to maturity beginning on August 1, 2017. The bonds are payable solely from Tax Increment Revenues and other funds and amounts pledged therefore pursuant to the Indenture. This issue is fully insured in the event of nonpayment by the Agency.

Note 6: Long-Term Liabilities (Continued)

2007 Series A
Tax Allocation Bonds

Year Ending June 30	Principal	Interest
2011	$ 130,000	$ 2,050,284
2012	210,000	2,043,484
2013	220,000	2,034,884
2014	230,000	2,025,884
2015	230,000	2,017,259
2016-2020	1,255,000	9,948,956
2021-2025	4,930,000	9,456,244
2026-2030	9,595,000	7,659,804
2031-2035	12,850,000	4,923,750
2036-2039	12,955,000	1,335,124
	$ 42,605,000	$ 43,495,673

Annual maturities for certain balances of long-term debt have not been presented, as fixed maturities have not been established.

The following is a schedule of changes in long-term debt of the Agency for the fiscal year ended June 30, 2010:

	Balances * 6/30/2009	Additions	Deletions	Balances 6/30/2010	Due within One Year
Price Company Note	$ 2,234,084	$ -	$ (210,436)	$ 2,023,648	$ -
City Loans - Principal	47,627,070	-	-	47,627,070	-
City Loans - Unpaid Interest	8,653,400	2,855,126	(1,282,605)	10,225,921	298,513
2007 Tax Allocation Bonds Series A	42,725,000	-	(120,000)	42,605,000	130,000
Total Long-Term Liabilities	$ 101,239,554	$ 2,855,126	$ (1,613,041)	$ 102,481,639	$ 428,513

Note 7: Interfund Receivables, Payables and Transfers

a. Advances to / from other funds

Funds	Advances Receivable	Advances Payable
Capital Projects Funds:		
Low and Moderate Housing	$ 3,564,945	$ -
Debt Service Funds:		
Tax Increment Fund	-	3,564,945
Totals	$ 3,564,945	$ 3,564,945

Note 7: Interfund Receivables, Payables and Transfers (Continued)

a. Advances to / from other funds (Continued)

In June 2007, the Low and Moderate Income Housing Capital Projects Fund advanced to the Tax Increment Debt Service Fund $4,157,976 to finance the purchase of certain properties. Repayments will be made annually in an amount equal to 5% of the principal balance. Interest payments will be made annually based on the Agency's approximate average investment returns on monies. During the year, a principal payment of $187,628 was made. The outstanding balance as of June 30, 2010 was $3,564,945.

b. Transfers to / from other funds

Funds	Transfers In	Transfers Out	Net Transfers In (Out)
Capital Projects Fund:			
Administration	$ 704,381	$ -	$ 704,381
Capital Projects	1,314,308	-	1,314,308
Total Projects and Administration	2,018,689	-	2,018,689
Debt Service Fund:			
Tax Increment	-	(4,653,848)	(4,653,848)
2007 TABSs Series A	2,177,781	-	2,177,781
2007 TABSs Series B	457,378	-	457,378
Total Debt Service	2,635,159	(4,653,848)	(2,018,689)
Total Transfers In (Out)	$ 4,653,848	$ (4,653,848)	$ -

The Tax Increment Debt Service Fund transferred $704,381 and $1,314,308 to the Administration Capital Projects Fund and the Projects Capital Projects Fund, respectively, to cover operating expenditures for the year.

The Tax Increment Debt Service Fund transferred $2,177,781 and $457,378 to the 2007 TABs Series A Debt Service Fund and the 2007 TABs Series B Debt Service Fund, respectively, to cover debt service expenditures for the year.

Note 8: Prior Period Adjustments

During the year, the Agency split their Capital Projects fund into two funds: the Projects and Administration Capital Projects Fund and the Debt Service Fund. This was done to better identify debt service activity for the Agency. As such the beginning fund balance of the funds changed as follows:

Fund Financial Statements:

	Capital Projects Fund Projects and Administration Fund	Debt Service Fund
Fund balance at beginning of year, as previously reported	$ 71,448,769	$ 0
Fund balance split for debt service	(29,690,579)	29,690,579
Fund balance at beginning of year, as restated	$ 41,758,190	$ 29,690,579

Note 9: Commitments and Contingencies

Riverside County Agreement

During December 1987, the City of Moreno Valley and the Agency entered into an agreement with the County of Riverside to reimburse the County for the portion of tax increment the County would have been allocated and paid had there not been a redevelopment project adopted in the City. The Agency receives these amounts up to $7 million annually. The County will receive all annual tax increment in excess of $7 million until the total increment reaches $12 million and half of annual tax increment in excess of $12 million. When total tax increment paid to the County under this agreement from increments between $7 million and $12 million reaches $75 million, tax increment in excess of $7 million annually will be split equally between the Agency and County.

During April 1988, the City of Moreno Valley and the Agency entered into an agreement with the Riverside County Flood Control and Water Conservation District (District) which specifies that the Agency shall receive 100% of the District share of the tax increment until such time the total tax increment exceeds $12 million at which time the District shall receive at least 50% of its share.

The Agency must annually demonstrate, on a project-by-project basis, that the cumulative project costs paid by the Agency for the project improvements exceed the cumulative total of District share received by the Agency. To the extent that the cumulative project costs paid by the Agency exceed the cumulative total of District share received by the Agency, the Agency will receive the balance needed from the remaining 50% of the District share.

Beginning in 2004-2005 the Agency's tax increment exceeded $12 million. The County deducts its proportionate share from the Agency's remittances. The amount retained by the County is included shown as a reduction in tax revenue, "pass through agreement payments" in the financial statements. An additional amount of $4,846,739 for pass through agreements that have not yet been remitted is included in Due to Other Governments.

Community Facilities District No. 3 Agreement

In conjunction with the issuance of the Moreno Valley Auto Mall Special Tax Bonds Series 2000 (Auto Mall Refinancing), the Agency and the City are parties to an owner participation agreement which provides that the Agency will transmit to the District the available property tax increment it receives on parcels within the District as a credit against the special parcel taxes that otherwise would be payable by the owners. Furthermore, the City has agreed to loan the Agency available sales tax generated within the District for payment directly to the parcel owners should the increment be insufficient to offset the special parcel taxes. In addition, the Agency has agreed to pay to the parcel owners, subject to certain restrictions, certain available surplus sales tax from within the District. The obligations to remit sales tax terminate by December 1, 2010.

This agreement replaces a previous arrangement involving these parcels when they were included in Community Facilities District No. 2.

The amounts remitted during the year under the replacement and previous agreement to parcel owners totaled $ 692,744.

Community Facilities District No. 87-1 Agreement

In connection with the issuance of the Community Facilities District No. 87-1 (CFD) Towngate 2007 Special Tax Refunding Bonds, the Agency entered into an owner participation agreement whereby the Agency has committed tax increment for the payment of debt service requirements for these Bonds.

Note 9: Commitments and Contingencies (Continued)

Self-Insurance

The Agency is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets, errors and omissions, and injuries to employees. The City of Moreno Valley established two self-insurance funds (internal service funds) to account for and finance its uninsured risks of loss. Under this program, the self-insurance funds provide coverage for up to a maximum of $300,000 for each workers' compensation claim and $250,000 for each general liability claim. The City purchases commercial insurance for claims in excess of coverage provided by the funds and for all other risks of loss. Settled claims have not exceeded this commercial coverage in any of the past three years. All funds of the Agency participate in the program and make payments to the self-insurance funds based on actuarial estimates of the amounts needed to pay prior and current year claims.

SERAF Shift

In July of 2009, the California Legislature enacted ABX4-26 provides for a Supplemental Educational Revenue Augmentation Funds (SERAF). Redevelopment agencies are collectively mandated to place $1.7 billion in the SERAF in fiscal year 2009-2010, and $350 million in 2010-2011. The Agency's share of the SERAF for fiscal year 2009-2010 is $5,258,237. The California Redevelopment Association is continuing to be actively engaged in litigation to invalidate ABX4-26.

Note 10: Subsequent Events

Subsequent events are those events and transactions that occur after the end of the fiscal period but prior to issuance of the financial statements that are important for readers of the financial statements to be aware of. The Agency does not have any subsequent events to report.

Community Redevelopment Agency
of the City of Moreno Valley
Governmental Funds
Combining Balance Sheet
June 30, 2010

	Moreno Valley Redevelopment Project			
	Capital Projects Funds			
	Administration Fund	Capital Projects Fund	2007 TABS, Series A Capital Projects	Low and Moderate Housing
Assets:				
Pooled cash and investments	$ 66,537	$ 48,604	$ 40,377,505	$ 7,935,482
Receivables:				
Accounts	17	22,561	-	-
Notes and loans	-	-	-	17,567,422
Interest	-	-	-	231,023
Due from other governments	-	-	-	-
Due from the City of Moreno Valley	-	4,500	-	-
Land held for redevelopment	-	3,718,466	-	197,660
Advances to other funds	-	-	-	3,564,945
Advances to the City of Moreno Valley	-	-	-	-
Total Assets	**$ 66,554**	**$ 3,794,131**	**$ 40,377,505**	**$ 29,496,532**
Liabilities and Fund Balances:				
Liabilities:				
Accounts payable	$ 1,781	$ 75,664	$ 108,789	$ 5,377
Accrued liabilities	19,990	13,342	14,187	29,695
Due to other governments	-	-	-	-
Due to the City of Moreno Valley	-	-	1,927,292	-
Deferred revenue	-	-	-	231,023
Advances from other funds	-	-	-	-
Total Liabilities	**$ 21,771**	**$ 89,006**	**$ 2,050,268**	**$ 266,095**
Fund Balances:				
Reserved:				
Reserved for encumbrances	$ -	$ 29,228	$ 1,204,854	$ 4,004,250
Reserved for debt service	-	-	-	-
Reserved for long-term receivables	-	-	-	17,567,422
Reserved for land held for redevelopment	-	3,718,466	-	197,660
Reserved for advances to other funds	-	-	-	3,564,945
Reserved for advances to the City of Moreno Valley	-	-	-	-
Unreserved:				
Unreserved, reported in nonmajor:				
Designated:				
Designated for continuing appropriations	-	-	33,691,617	3,896,160
Undesignated	44,783	(42,569)	3,430,766	-
Total Fund Balances	**$ 44,783**	**$ 3,705,125**	**$ 38,327,237**	**$ 29,230,437**
Total Liabilities & Fund Balances	**$ 66,554**	**$ 3,794,131**	**$ 40,377,505**	**$ 29,496,532**

Tax Increment Fund	Debt Service Funds: 2007 TABS, Series A Debt Service	Debt Service Funds: 2007 TABS, Series B Debt Service	Totals	
				Assets:
$ 10,152,109	$ -	$ 22,500,000	$ 81,080,237	Pooled cash and investments
				Receivables:
-	-	-	22,578	Accounts
-	-	-	17,567,422	Notes and loans
-	-	-	231,023	Interest
73,572	-	-	73,572	Due from other governments
-	-	-	4,500	Due from the City of Moreno Valley
-	-	-	3,916,126	Land held for redevelopment
-	-	-	3,564,945	Advances to other funds
220,500	-	-	220,500	Advances to the City of Moreno Valley
$ 10,446,181	**$ -**	**$ 22,500,000**	**$ 106,680,903**	**Total Assets**
				Liabilities and Fund Balances:
				Liabilities:
$ -	$ -	$ -	$ 191,611	Accounts payable
-	-	-	77,214	Accrued liabilities
4,846,739	-	-	4,846,739	Due to other governments
4,713	-	-	1,932,005	Due to the City of Moreno Valley
12,000	-	-	243,023	Deferred revenue
3,564,945	-	-	3,564,945	Advances from other funds
$ 8,428,397	**$ -**	**$ -**	**$ 10,855,537**	**Total Liabilities**
				Fund Balances:
				Reserved:
$ -	$ -	$ -	$ 5,238,332	Reserved for encumbrances
-	-	22,500,000	22,500,000	Reserved for debt service
-	-	-	17,567,422	Reserved for long-term receivables
-	-	-	3,916,126	Reserved for land held for redevelopment
-	-	-	3,564,945	Reserved for advances to other funds
220,500	-	-	220,500	Reserved for advances to the City of Moreno Valley
				Unreserved:
				Unreserved, reported in nonmajor:
				Designated:
-	-	-	37,587,777	Designated for continuing appropriations
1,797,284	-	-	5,230,264	Undesignated
$ 2,017,784	**$ -**	**$ 22,500,000**	**$ 95,825,366**	**Total Fund Balances**
$ 10,446,181	**$ -**	**$ 22,500,000**	**$ 106,680,903**	**Total Liabilities & Fund Balances**

Community Redevelopment Agency
of the City of Moreno Valley
Governmental Funds
Combining Statement of Revenues, Expenditures
and Changes in Fund Balances
Year ended June 30, 2010

	Moreno Valley Redevelopment Project			
	Capital Projects Funds			
	Administration Fund	**Capital Projects Fund**	**2007 TABS, Series A Capital Projects**	**Low and Moderate Housing**
Revenues:				
Taxes and assessments:				
Tax increment	-	-	-	3,782,660
Sales taxes	-	-	-	-
Use of money and property	-	1,959	1,525,566	443,877
Miscellaneous	-	-	5,206	3,930
Total Revenues	**$ -**	**$ 1,959**	**$ 1,530,772**	**$ 4,230,467**
Expenditures:				
Current:				
General government	$ 704,381	$ -	$ -	$ 897,418
Community development	-	1,020,896	1,507,188	3,250
Debt Service:				
Principal retirement	-	-	-	-
Interest and fiscal charges	-	-	-	-
Pass-through agreement payments	-	-	-	-
SERAF payment	-	-	-	-
Total Expenditures	**$ 704,381**	**$ 1,020,896**	**$ 1,507,188**	**$ 900,668**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**(704,381)**	**(1,018,937)**	**23,584**	**3,329,799**
Other Financing Sources (Uses)				
Transfers in	$ 704,381	$ 1,314,308	$ -	$ -
Transfers out	-	-	-	-
Transfers from the City of Moreno Valley	-	-	-	7,000
Transfers to the City of Moreno Valley	-	-	-	-
Total Other Financing Sources (Uses)	**704,381**	**1,314,308**	**-**	**7,000**
Net Change in Fund Balances	**-**	**295,371**	**23,584**	**3,336,799**
Fund Balances, Beginning of Year	44,783	3,409,754	38,303,653	25,893,638
Fund Balances, End of Year	**$ 44,783**	**$ 3,705,125**	**$ 38,327,237**	**$ 29,230,437**

Tax Increment Fund	Debt Service Funds: 2007 TABS, Series A Debt Service	Debt Service Funds: 2007 Tabs, Series B Debt Service	Totals	
				Revenues:
				Taxes and assessments:
16,628,548	-	-	20,411,208	Tax increment
924,570	-	-	924,570	Sales taxes
1,078,546	3	-	3,049,951	Use of money and property
-	-	-	9,136	Miscellaneous
$ 18,631,664	**$ 3**	**$ -**	**$ 24,394,865**	**Total Revenues**
				Expenditures:
				Current:
$ 243,764	$ -	$ -	$ 1,845,563	General government
-	-	-	2,531,334	Community development
				Debt Service:
210,436	120,000	-	330,436	Principal retirement
1,091,662	2,057,784	457,378	3,606,824	Interest and fiscal charges
10,775,369	-	-	10,775,369	Pass-through agreement payments
5,258,237	-	-	5,258,237	SERAF payment
$ 17,579,468	**$ 2,177,784**	**$ 457,378**	**$ 24,347,763**	**Total Expenditures**
1,052,196	**(2,177,781)**	**(457,378)**	**47,102**	***Excess (Deficiency) of Revenues Over (Under) Expenditures***
				Other Financing Sources (Uses)
$ -	$ 2,177,781	$ 457,378	$ 4,653,848	Transfers in
(4,653,848)	-	-	(4,653,848)	Transfers out
4,237	-	-	11,237	Transfers from the City of Moreno Valley
(1,575,380)	-	-	(1,575,380)	Transfers to the City of Moreno Valley
(6,224,991)	**2,177,781**	**457,378**	**(1,564,143)**	**Total Other Financing Sources (Uses)**
(5,172,795)	**-**	**-**	**(1,517,041)**	***Net Change in Fund Balances***
7,190,579	-	22,500,000	97,342,407	**Fund Balances, Beginning of Year**
$ 2,017,784	**$ -**	**$ 22,500,000**	**$ 95,825,366**	**Fund Balances, End of Year**

Community Redevelopment Agency
of the City of Moreno Valley

Computation of Low and Moderate Income Housing Funds
Excess/Surplus

	Low and Moderate Housing Funds All Project Areas July 1, 2009		Low and Moderate Housing Funds All Project Areas July 1, 2010	
Opening fund balance		$ 25,893,638		$ 29,230,437
Encumbrances (Section 33334.12 (g)(2))	(3,701,125)		(4,004,250)	
Rehabilitation loans	(12,115,790)		(17,567,422)	
Land held for redevelopment	(197,660)		(197,660)	
Long-term loans receivable	(3,752,573)		(3,564,945)	
		(19,767,148)		(25,334,277)
Available low and moderate income housing funds		6,126,490		3,896,160
Limitation (greater of $1,000,000 or four years set-aside)				
Set-aside for last four years				
2009-2010	-		3,782,660	
2008-2009	4,546,638		4,546,638	
2007-2008	4,583,576		4,583,576	
2006-2007	3,506,618		3,506,618	
2005-2006	2,673,012		-	
Total	**$ 15,309,844**		**$ 16,419,492**	
Base Limitation	**$ 1,000,000**		**$ 1,000,000**	
Greater amount		15,309,844		16,419,492
Computed Excess/Surplus		**None**		**None**

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Board of Directors
Community Redevelopment Agency of the City of Moreno Valley
Moreno Valley, California

REPORT ON COMPLIANCE AND OTHER MATTERS AND ON INTERNAL CONTROL OVER FINANCIAL REPORTING BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

We have audited the governmental activities, each major fund, of the Community Redevelopment Agency of the City of Moreno Valley (the Agency), as of and for the year ended June 30, 2010, which collectively comprise the Agency's basic financial statements and have issued our report thereon dated December 21, 2010. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Agency's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the Agency's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Agency's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of the internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all the deficiencies in the internal control that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

We noted certain other matters we reported to the management of the City of Moreno Valley in a separate letter.

This report is intended solely for the information of the Board of Directors, management of the Community Redevelopment Agency of the City of Moreno Valley, State Controller, federal awarding agencies, and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Mayer Hoffman McCann P.C.

Irvine, California
December 21, 2010

Community Services District

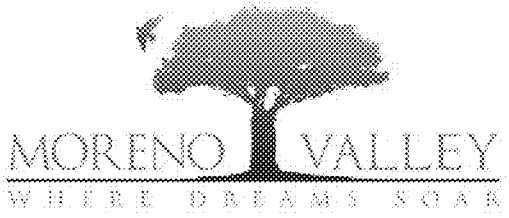

Item No. G.5

City of Moreno Valley, California

Community Services District

Financial Statements

Year Ended June 30, 2010
(with Independent Auditors' Report Thereon)

MORENO VALLEY
WHERE DREAMS SOAR

Item No. G.5

MV00199462

City of Moreno Valley, California
Community Services District

Financial Statements

Year Ended June 30, 2010

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City of Moreno Valley, California
Community Services District

Financial Statements (Continued)

Year Ended June 30, 2010

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Board of Directors
City of Moreno Valley, California
Community Services District

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Moreno Valley, California, Community Services District ("District") as of and for the year ended June 30, 2010, which collectively comprise the District's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the management of the District. Our responsibility is to express opinions on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the District as of June 30, 2010, and the respective changes in financial position and the respective budgetary comparison information for the major special revenue funds of the District for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

The District has not presented *Management's Discussion and Analysis* that the Governmental Accounting Standards Board has determined is necessary to supplement, although not required to be part of, the basic financial statements.

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Community Services District of the City of Moreno Valley's basic financial statements. The supplementary schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. The supplementary schedules have been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, are fairly stated in all material respects in relation to the basic financial statements taken as a whole.

In accordance with *Government Auditing Standards*, we have also issued a report dated December 21, 2010 on our consideration of the District's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Mayer Hoffman McCann P.C.

Irvine, California
December 21, 2010

City of Moreno Valley, California
Community Services District

Statement of Net Assets
June 30, 2010

	Governmental Activities
Assets:	
Pooled cash and investments (note 2)	$ 11,266,011
Receivables:	
Accounts	235,130
Due from the City of Moreno Valley	197,320
Due from other governments	1,027,691
Capital assets not being depreciated (note 3)	450,000
Depreciable capital assets, net of accumulated depreciation (note 3)	22,329,068
Total Assets	**35,505,220**
Liabilities and Fund Balances:	
Liabilities:	
Accounts payable	646,166
Accrued liabilities	343,609
Due to the City of Moreno Valley	3,371,652
Due to other governments	5
Deposits payable	97,339
Total Liabilities	**4,458,771**
Net Assets:	
Invested in capital assets	22,779,068
Restricted for special zones	8,267,381
Total Net Assets	**$ 31,046,449**

See Notes to Financial Statements

City of Moreno Valley, California
Community Services District

Statement of Activities
Year ended June 30, 2010

		Program Revenues			Net (Expenses) Revenues and Changes in Net Assets
	Expenses	Charges for Services	Operating Contributions and Grants	Capital Contributions and Grants	Total
Functions/Programs					
Governmental Activities:					
Community and cultural	$ 18,618,629	$ 11,237,461	$ 14,495	$ -	$ (7,366,673)
Total Governmental Activities	**$ 18,618,629**	**$ 11,237,461**	**$ 14,495**	**$ -**	**(7,366,673)**
	General Revenues:				
	Taxes:				
	Property taxes				3,154,342
	Other taxes				1,024,603
	Use of money and property				683,098
	Miscellaneous				53,044
	Transfers from the City of Moreno Valley				57,059
	Total General Revenues and Transfers				**4,972,146**
	Change in Net Assets				(2,394,527)
	Net Assets, beginning of year as restated (note 6)				33,440,976
	Net Assets, End of Year				**$ 31,046,449**

See Notes to Financial Statements

City of Moreno Valley, California
Community Services District

Governmental Funds
Balance Sheet
June 30, 2010

	Special Revenue Funds		
	Zone A Parks and Community Services	**Zone B Residential Street Lights Administration**	**Zone E Extensive Landscaping Administration**
Assets:			
Pooled cash and investments (note 2)	$ 4,432,732	$ 34,616	$ 4,156,486
Receivables:			
Accounts	224,612	-	5,654
Due from the City of Moreno Valley	197,320	-	-
Due from other governments	513,087	68,662	149,642
Total Assets	**$ 5,367,751**	**$ 103,278**	**$ 4,311,782**
Liabilities and Fund Balances:			
Liabilities:			
Accounts payable	$ 196,363	$ 97,264	$ 149,123
Accrued liabilities	203,532	6,014	28,393
Due to the City of Moreno Valley	3,281,361	90,291	-
Due to other governments	5	-	-
Deferred revenue	480,589	43,395	87,748
Deposits payable	97,339	-	-
Total Liabilities	**$ 4,259,189**	**$ 236,964**	**$ 265,264**
Fund Balances:			
Reserved:			
Reserved for encumbrances	$ -	$ -	$ -
Unreserved:			
Unreserved, reported in nonmajor:			
Designated:			
Designated for continuing appropriations	63,450	-	-
Designated for capital improvements	-	-	2,799,332
Designated for contingencies	938,157	-	-
Designated for scholarship programs	7,684	-	-
Undesignated	99,271	(133,686)	1,247,186
Total Fund Balances	**$ 1,108,562**	**$ (133,686)**	**$ 4,046,518**
Total Liabilities & Fund Balances	**$ 5,367,751**	**$ 103,278**	**$ 4,311,782**

See Notes to Financial Statements

Special Revenue Funds			
Zone L Library Services Fund	Nonmajor Governmental Funds	Totals	
			Assets:
$ 239,547	$ 2,402,630	$ 11,266,011	Pooled cash and investments (note 2)
			Receivables:
1,384	3,480	235,130	Accounts
-	-	197,320	Due from the City of Moreno Valley
143,696	152,604	1,027,691	Due from other governments
$ 384,627	**$ 2,558,714**	**$ 12,726,152**	**Total Assets**
			Liabilities and Fund Balances:
			Liabilities:
$ 78,167	$ 125,249	$ 646,166	Accounts payable
62,946	42,724	343,609	Accrued liabilities
-	-	3,371,652	Due to the City of Moreno Valley
-	-	5	Due to other governments
89,503	82,569	783,804	Deferred revenue
-	-	97,339	Deposits payable
$ 230,616	**$ 250,542**	**$ 5,242,575**	**Total Liabilities**
			Fund Balances:
			Reserved:
$ 31,977	$ -	$ 31,977	Reserved for encumbrances
			Unreserved:
			Unreserved, reported in nonmajor:
			Designated:
-	105,000	168,450	Designated for continuing appropriations
-	-	2,799,332	Designated for capital improvements
-	-	938,157	Designated for contingencies
-	-	7,684	Designated for scholarship programs
122,034	2,203,172	3,537,977	Undesignated
$ 154,011	**$ 2,308,172**	**$ 7,483,577**	**Total Fund Balances**
$ 384,627	**$ 2,558,714**	**$ 12,726,152**	**Total Liabilities & Fund Balances**

City of Moreno Valley, California
Community Services District

Reconciliation of the Balance Sheet of Governmental Funds
to the Statement of Net Assets
June 30, 2010

Fund balances of governmental funds	$ 7,483,577
Amounts reported for governmental activities in the statement of net assets are different because:	
Capital assets, net of depreciation, used in governmental activities are not financial resources and, therefore, are not reported in the funds.	22,779,068
Revenues in the statement of activities that do not provided current financial resources are not reported as revenues in the statement of revenues, expenditures, and changes in fund balances. These revenues are reported as deferred revenue in the balance sheet of governmental funds.	783,804
Net assets of governmental activities	$ 31,046,449

See Notes to Financial Statements

City of Moreno Valley, California
Community Services District

Governmental Funds
Statement of Revenues, Expenditures
and Changes in Fund Balances
Year ended June 30, 2010

	Special Revenue Funds		
	Zone A Parks and Community Services	**Zone B Residential Street Lights Administration**	**Zone E Extensive Landscaping Administration**
Revenues:			
Taxes:			
Property taxes	$ 1,648,165	$ 95,101	$ -
Other Taxes	-	-	-
Intergovernmental	-	-	-
Charges for services	5,749,207	892,533	2,334,819
Use of money and property	484,486	3,639	121,700
Fines and forfeitures	-	-	-
Miscellaneous	25,256	-	3,934
Total Revenues	**$ 7,907,114**	**$ 991,273**	**$ 2,460,453**
Expenditures:			
Current:			
Community and cultural	$ 7,855,401	$ 1,505,057	$ 2,386,693
Capital outlay	26,105	-	-
Total Expenditures	**$ 7,881,506**	**$ 1,505,057**	**$ 2,386,693**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**25,608**	**(513,784)**	**73,760**
Other Financing Sources (Uses)			
Transfers in (note 4)	$ -	$ -	$ -
Transfers out (note 4)	-	-	(26,091)
Transfers from the City of Moreno Valley	394,873	-	-
Transfers to the City of Moreno Valley	(817,414)	-	(48,715)
Total Other Financing Sources (Uses)	**$ (422,541)**	**$ -**	**$ (74,806)**
Net Change in Fund Balances	**(396,933)**	**(513,784)**	**(1,046)**
Fund Balances, Beginning of Year as restated (note 6)	1,505,495	380,098	4,047,564
Fund Balances, End of Year	**$ 1,108,562**	**$ (133,686)**	**$ 4,046,518**

See Notes to Financial Statements

Item No. G.5

Special Revenue Funds			
Zone L Library Services Fund	Nonmajor Governmental Funds	Totals	
			Revenues:
			Taxes:
$ 1,311,558	$ 99,518	$ 3,154,342	Property taxes
-	1,024,603	1,024,603	Other Taxes
14,495	-	14,495	Intergovernmental
41,582	1,619,326	10,637,467	Charges for services
-	73,273	683,098	Use of money and property
45,989	-	45,989	Fines and forfeitures
23,716	138	53,044	Miscellaneous
$ 1,437,340	**$ 2,816,858**	**$ 15,613,038**	**Total Revenues**
			Expenditures:
			Current:
$ 2,093,052	$ 2,824,741	$ 16,664,944	Community and cultural
-	-	26,105	Capital outlay
$ 2,093,052	**$ 2,824,741**	**$ 16,691,049**	**Total Expenditures**
(655,712)	**(7,883)**	**(1,078,011)**	***Excess (Deficiency) of Revenues Over (Under) Expenditures***
			Other Financing Sources (Uses)
$ -	$ 26,091	$ 26,091	Transfers in (note 4)
-	-	(26,091)	Transfers out (note 4)
424,915	103,400	923,188	Transfers from the City of Moreno Valley
-	-	(866,129)	Transfers to the City of Moreno Valley
$ 424,915	**$ 129,491**	**$ 57,059**	**Total Other Financing Sources (Uses)**
(230,797)	**121,608**	**(1,020,952)**	***Net Change in Fund Balances***
384,808	2,186,564	8,504,529	**Fund Balances, Beginning of Year as restated (note 6)**
$ 154,011	**$ 2,308,172**	**$ 7,483,577**	**Fund Balances, End of Year**

City of Moreno Valley, California
Community Services District

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities
June 30, 2010

Net change in fund balances of governmental funds	$ (1,020,952)
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlay as expenditures. However, in the statement of activities the cost of these assets is allocated over their estimated useful lives and reported as depreciation expense.	
Capital outlay	26,105
Depreciation expense	(1,953,685)
Revenues in the statement of activities that do not provided current financial resources are not reported as revenues in the statement of revenues, expenditures, and changes in fund balances. These revenues are reported as deferred revenue in the balance sheet of governmental funds.	554,005
Net assets of governmental activities	$ (2,394,527)

See Notes to Financial Statements

City of Moreno Valley, California
Community Services District

Zone A Parks and Community Services
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Taxes:				
Property Taxes	2,209,563	2,209,563	1,648,165	(561,398)
Charges for services	5,952,339	5,952,339	5,749,207	(203,132)
Use of money and property	465,234	465,234	484,486	19,252
Miscellaneous	26,450	33,516	25,256	(8,260)
Total Revenues	**$ 8,653,586**	**$ 8,660,652**	**$ 7,907,114**	**$ (753,538)**
Expenditures:				
Current:				
Community and cultural	8,451,892	7,980,325	7,855,401	124,924
Capital outlay	126,671	126,671	26,105	100,566
Total Expenditures	**$ 8,578,563**	**$ 8,106,996**	**$ 7,881,506**	**$ 225,490**
Excess (Deficiency) of Revenues Over (Under) Expenditures	75,023	553,656	25,608	(528,048)
Other Financing Sources (Uses):				
Transfers from the City of Moreno Valley	(377,459)	(377,459)	(394,873)	17,414
Transfers to the City of Moreno Valley	-	800,000	817,414	(17,414)
Total Other Financing Sources (Uses)	**$ 377,459**	**$ (422,541)**	**$ (422,541)**	**$ -**
Net Change in Fund Balances	452,482	131,115	(396,933)	(528,048)
Fund Balances, Beginning of Year	1,505,495	1,505,495	1,505,495	-
Fund Balances, End of Year	**$ 1,957,977**	**$ 1,636,610**	**$ 1,108,562**	**$ (528,048)**

See Notes to Financial Statements

City of Moreno Valley, California
Community Services District

Zone B Residential Street Lights Administration
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Taxes:				
Property Taxes	116,045	116,045	95,101	(20,944)
Charges for services	934,006	934,006	892,533	(41,473)
Use of money and property	7,396	7,396	3,639	(3,757)
Total Revenues	**$ 1,057,447**	**$ 1,057,447**	**$ 991,273**	**$ (66,174)**
Expenditures:				
Current:				
Community and cultural	1,605,139	1,647,740	1,505,057	142,683
Capital outlay	-	51,612	-	51,612
Total Expenditures	**$ 1,605,139**	**$ 1,699,352**	**$ 1,505,057**	**$ 194,295**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(547,692)	(641,905)	(513,784)	128,121
Net Change in Fund Balances	(547,692)	(641,905)	(513,784)	128,121
Fund Balances, Beginning of Year	380,098	380,098	380,098	-
Fund Balances, End of Year	**$ (167,594)**	**$ (261,807)**	**$ (133,686)**	**$ 128,121**

See Notes to Financial Statements

City of Moreno Valley, California
Community Services District

Zone E Extensive Landscaping Administration
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Charges for services	2,411,465	2,411,465	2,334,819	(76,646)
Use of money and property	93,318	93,318	121,700	28,382
Miscellaneous	2,400	2,400	3,934	1,534
Total Revenues	**$ 2,507,183**	**$ 2,507,183**	**$ 2,460,453**	**$ (46,730)**
Expenditures:				
Current:				
Community and cultural	2,918,314	2,536,159	2,386,693	149,466
Capital outlay	45,000	313,137	-	313,137
Total Expenditures	**$ 2,963,314**	**$ 2,849,296**	**$ 2,386,693**	**$ 462,603**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(456,131)	(342,113)	73,760	415,873
Other Financing Sources (Uses):				
Transfers out (note 4)	-	(25,000)	(26,091)	(1,091)
Transfers to the City of Moreno Valley	25,000	-	48,715	(48,715)
Total Other Financing Sources (Uses)	**$ (25,000)**	**$ (25,000)**	**$ (74,806)**	**$ (49,806)**
Net Change in Fund Balances	(481,131)	(367,113)	(1,046)	366,067
Fund Balances, Beginning of Year	4,047,564	4,047,564	4,047,564	-
Fund Balances, End of Year	**$ 3,566,433**	**$ 3,680,451**	**$ 4,046,518**	**$ 366,067**

See Notes to Financial Statements

City of Moreno Valley, California
Community Services District

Zone L Library Services
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Taxes:				
Property Taxes	1,609,500	1,609,500	1,311,558	(297,942)
Intergovernmental	32,000	32,000	14,495	(17,505)
Charges for services	33,000	33,000	41,582	8,582
Fines and forfeitures	56,500	56,500	45,989	(10,511)
Miscellaneous	2,000	2,000	23,716	21,716
Total Revenues	**$ 1,733,000**	**$ 1,733,000**	**$ 1,437,340**	**$ (295,660)**
Expenditures:				
Current:				
Community and cultural	2,122,219	2,126,122	2,093,052	33,070
Total Expenditures	**$ 2,122,219**	**$ 2,126,122**	**$ 2,093,052**	**$ 33,070**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(389,219)	(393,122)	(655,712)	(262,590)
Other Financing Sources (Uses):				
Transfers from the City of Moreno Valley	(424,915)	(424,915)	(424,915)	-
Total Other Financing Sources (Uses)	**$ 424,915**	**$ 424,915**	**$ 424,915**	**$ -**
Net Change in Fund Balances	35,696	31,793	(230,797)	(262,590)
Fund Balances, Beginning of Year	384,808	384,808	384,808	-
Fund Balances, End of Year	**$ 420,504**	**$ 416,601**	**$ 154,011**	**$ (262,590)**

See Notes to Financial Statements

Note 1: Reporting Entity, Description of Funds and Significant Accounting Policies

a. Reporting Entity

The City of Moreno Valley, California Community Services District (the District), was created by a City Council ordinance adopted on December 3, 1984. Its purpose is to act as a legal entity, separate and distinct from the City of Moreno Valley (the City), even though the City Council is currently serving as the District's Governing Board. The District is broadly empowered to engage in the general maintenance and administration of the City's community programs.

Governmental Accounting Standards define the reporting entity as the primary government and those component units for which the primary government is financially accountable. Financial accountability is defined as appointment of a voting majority of the component unit's board, and either: a) the primary government has the ability to impose its will, or b) the possibility that the component unit will provide a financial benefit to, or impose a financial burden on the primary government. Since the City Council of the City of Moreno Valley also serves as the Governing Board of the District, the City, in effect, has the ability to influence and control operations. Therefore, the City has oversight responsibility for the District. Accordingly, in applying the criteria of Governmental Accounting Standards, the financial statements of the District are included in the City's Comprehensive Annual Financial Report. The District has the same fiscal year end as the City and its financial statements can be obtained from the City Clerk.

b. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net assets and the statement of activities) report information on the component unit. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Major individual governmental funds are reported as separate columns in the fund financial statements.

c. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they have been levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Note 1: Reporting Entity, Description of Funds and Significant Accounting Policies (Continued)

c. Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued)

Government fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers operating revenues to be available if they are collected within 60 days of the end of the current fiscal period, while grant revenues have an availability period of 150 days. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Property taxes, franchise taxes, licenses and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.

The District reports the following major governmental funds:

Zone A Parks and Community Services accounts for the administration and maintenance of the parks and community services facilities and programs.

Zone B Residential Street Lights Administration accounts for the operations necessary to process and administer the residential street lighting program.

Zone E Extensive Landscaping Administration accounts for the operations necessary to provide high-service level landscape maintenance in and around specific major residential developments.

Zone L Library Service Fund accounts for the operations necessary to process and administer the library service program.

d. Budgetary Reporting

Budgets are legally adopted and formal budgetary integration is employed as a management control device during the year for the governmental activities. Budgets presented in this report for comparison to actual amounts are presented in accordance with generally accepted accounting principles (GAAP). From the effective date of the budget, the amounts stated therein as proposed expenditures become appropriations to the various District departments.

Reported budget amounts represent the original legally adopted budget as amended. The City Council may amend the budget only by a duly adopted minute resolution during a regular meeting, providing that sufficient monies are available and that expenditures of proceeds of taxes will not be increased beyond the constitutional appropriation limit as imposed by Article XIIIB of the State Constitution.

Individual fund budgets are, in all cases where appropriations are required, the same as the appropriation amounts. In the case of the Governmental Fund type, unexpended budgeted amounts, except for amounts relating to capital projects, lapse at the end of the budget year. Spending control for most funds is established by the amount of expenditures budgeted for each department within the fund, but management control is exercised at budgetary line item levels

Note 1: Reporting Entity, Description of Funds and Significant Accounting Policies (Continued)

d. Budgetary Reporting (Continued)

within the departments. Management can transfer budgeted amounts between line items within each department provided that they do not increase or decrease total department appropriations. Expenditures may not legally exceed budgeted appropriations at the department and fund levels.

e. Use of Restricted/Unrestricted Net Assets

When an expense is incurred for purposes for which both restricted and unrestricted net assets are available, the District's policy is to apply restricted net assets first.

f. Deferred Revenue

In the government-wide financial statements, deferred revenue is recognized for transactions for which revenue has not yet been earned. Typical transactions recorded as deferred revenues in the government-wide financial statements are prepaid charges for services.

In the fund financial statements, deferred revenue is recorded when transactions have not yet met the revenue recognition criteria based on the modified accrual basis of accounting. The District records deferred revenue for transactions for which revenues have not been earned, or for which funds are not available to meet current financial obligations. Typical transactions for which deferred revenue is recorded are grants received but not yet earned or available, long-term loans receivables, and prepaid charges for services.

g. Fund Balance

Reservations of fund balance indicate those portions of fund balance unavailable for appropriation or amounts legally segregated for a specific future use. Designations of fund balance indicate tentative management plans for future uses of financial resources.

h. Net Assets

In the government-wide financial statements, net assets are classified in the following categories:

Investment in Capital Assets – This amount consists of capital assets net of accumulated depreciation and reduced by outstanding debt that is attributed to the acquisition, construction, or improvement of the assets. Currently, the District does not have any debt attributed to capital assets.

Restricted Net Assets – This amount is restricted by external creditors, grantors, contributors, or laws or regulations of other governments.

i. Encumbrances

Encumbrance accounting, under which purchase orders, contracts and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation, is employed as an extension of formal budgetary integration in the Governmental Fund type. Unexpended and unencumbered appropriations of the Governmental Fund automatically lapse at the end of the fiscal year. Encumbrances at year-end are a portion of the reserved fund balance and are reappropriated the following year.

Note 1: Reporting Entity, Description of Funds and Significant Accounting Policies (Continued)

j. Capital Assets

Capital assets, which include property, plant, equipment and infrastructure assets (e.g., roads, bridges, sidewalks and similar items), are reported in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of more than $5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Buildings and Improvements	5 – 50
Furniture and Equipment	3 – 15
Vehicles	3 – 10
Infrastructure	25 – 50

k. Investments

The District records all investments at fair value. The current year's changes in fair value are recognized in the statement of revenues, expenditures and changes in fund balances as use of money and property. *Use of money and property* includes interest earnings, changes in fair value, rental income and any gains or losses.

l. Salary Expenditures

The District does not employ any personnel and relies on the City for administrative services. The financial statements include expenditures for salary and other benefits, which were allocated to the District by the City.

m. Property Taxes

Property taxes attach as an enforceable lien on property as of January 1. Secured property taxes are levied on August 10 and are payable in two installments on November 1 and February 1. Unsecured personal property taxes are due in a single installment on July 1. The County of Riverside bills and collects the property taxes and remits them to the District in installments during the year. Property taxes received within 60 days after the District's fiscal year-end are considered "measurable" and "available" and are accrued in the District's financial statements.

n. Reconciliation of Government-Wide and Fund Financial Statements

Explanation of certain differences between the governmental fund statement of revenues, expenditures and changes in fund balances and the government-wide statement of activities:

The governmental fund statement of revenues, expenditures and changes in fund balances includes a reconciliation between net changes in fund balances – of total governmental funds and changes in net assets of governmental activities as reported in the government-wide statement of activities. One element of that reconciliation explains that

Note 1: Reporting Entity, Description of Funds and Significant Accounting Policies (Continued)

n. Reconciliation of Government-Wide and Fund Financial Statements (Continued)

"Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense."

o. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the related reported amounts of revenues and expenditures during the reporting period. Actual results could differ from estimates.

Note 2: Cash and Investments

Cash and investments reported in the accompanying financial statements consisted of the following:

Cash and investments pooled with the City	$11,266,011

The District has no separate bank accounts or investments other than the District's equity in the cash and investment pool managed by the City. The District is a voluntary participant in the City's investment pool. This pool is governed by and under the regulatory oversight of the Investment Policy adopted by the City Council of the City. The District has not adopted an investment policy separate from that of the City. The fair value of the District's investment in this pool is reported in the accompanying financial statements at amounts based upon the District's pro-rata share of the fair value calculated by the City for the entire City portfolio. The balance available for withdrawal is based on the accounting records maintained by the City, which are recorded on an original cost basis.

Note 3: Capital Asset

	Balances 6/30/2009*	Additions	Deletions	Balances 6/30/20010
Non-depreciable Assets:				
Land	$ 450,000	$ -	$ -	$ 450,000
Construction in progress	101,457	-	(101,457)	-
Total Non-depreciable Assets	551,457	-	(101,457)	450,000
Depreciable Assets:				
Buildings and Improvements	49,973,475	-	-	49,973,475
Furniture and Equipment	1,250,323	-	-	1,250,323
Vehicles	503,398	26,105	-	529,503
Infrastructure	-	101,457	-	101,457
Total Depreciable Assets	51,727,196	127,562	-	51,854,758

Note 3: Capital Assets (Continued)

	Balances 6/30/2009*	Additions	Deletions	Balances 6/30/20010
Accumulated Depreciation:				
Buildings and Improvements	(26,204,985)	(1,808,353)	-	(28,013,338)
Furniture and Equipment	(1,007,143)	(74,946)	-	(1,082,089)
Vehicles	(359,877)	(68,608)	-	(428,485)
Infrastructure	-	(1,778)	-	(1,778)
Total Accumulated Depreciation	(27,572,005)	(1,953,685)	-	(29,525,690)
Total Depreciable Assets, Net of Depreciation	24,155,191	(1,826,123)	-	22,329,068
Total Capital Assets, Net of Depreciation	$ 24,706,648	$ (1,826,123)	$ (101,457)	$ 22,779,068

* Beginning Capital Assets were restated. See explanation in Note 6.

Depreciation expense was charged to functions/programs of the District as follows:

Governmental Activities:
Community and cultural $ 1,953,685

Note 4: Interfund Transfers

Transfers in and out for the year ended June 30, 2010 were as follows:

Funds	Transfers In	Transfers Out
Major Governmental Funds:		
Zone E Extensive Landscaping Administration Fund		$26,091
Nonmajor Funds:		
CFD# 1 Fund	$26,091	

CSD Zone E Extensive Landscaping Administration Fund transferred $26,091 to the CFD #1 Fund for that fund's share of parcel fees collected and business unit charges.

Note 5: Commitments and Contingencies

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and injuries to employees. The City of Moreno Valley established two Self-Insurance Funds (internal service funds) to account for and finance its uninsured risks of loss. Under this program, the self-insurance funds provide coverage for up to a maximum of $300,000 for each worker's compensation claim and $250,000 for each general liability claim. The City purchases commercial insurance for claims in excess of coverage provided by the funds and for all other risks of loss. Settled claims have not exceeded this commercial coverage in any of the past three years. All funds of the District participate in the program and make payments to the Self-Insurance Funds based on actuarial estimates of the amounts needed to pay prior and current year claims.

Note 6: Restatement of Beginning Net Assets

(a) The CFD #4M Fund was improperly included in the Community Services District's financial statements previously. This fund is a City of Moreno Valley fund and not a fund of the District. Adjustments were made to remove the fund from the District's net assets and fund balances.

Note 6: Restatement of Beginning Net Assets (Continued)

(b) The District's construction in progress was overstated by $44,768. An adjustment was made to correct beginning capital assets and the government-wide beginning net assets.

	Government-wide Financial Statements	Fund Financial Statements
	Governmental Funds	CFD #4M Fund
Net assets at beginning of year, as previously reported	$ 33,546,526	$ 60,782
Adjustment (a)	(60,782)	(60,782)
Adjustment (b)	(44,768)	-
Net assets at beginning of year, as restated	$ 33,440,976	$ -

Note 7: Subsequent Events

Subsequent events are those events and transactions that occur after the end of the fiscal period but prior to issuance of the financial statements that are important for readers of the financial statements to be aware of. The District does not have any subsequent events to report.

City of Moreno Valley, California
Community Services District

Nonmajor Governmental Funds
Combining Balance Sheet
June 30, 2010

	Special Revenue Funds		
	Zone C Arterial Street Lights Administration	**Zone D Standard Landscaping Administration**	**Zone M Median Fund**
Assets:			
Pooled cash and investments	$ 487,480	$ 359,365	$ 248,696
Receivables:			
Accounts	4	3,476	-
Due from other governments	40,422	63,469	13,557
Total Assets	**$ 527,906**	**$ 426,310**	**$ 262,253**
Liabilities and Fund Balances:			
Liabilities:			
Accounts payable	$ 42,552	$ 37,653	$ 9,407
Accrued liabilities	1,958	18,223	4,318
Deferred revenue	27,169	40,791	10,794
Total Liabilities	**$ 71,679**	**$ 96,667**	**$ 24,519**
Fund Balances:			
Unreserved:			
Unreserved, reported in nonmajor:			
Designated:			
Designated for continuing appropriations	-	-	-
Undesignated	456,227	329,643	237,734
Total Fund Balances	**$ 456,227**	**$ 329,643**	**$ 237,734**
Total Liabilities & Fund Balances	**$ 527,906**	**$ 426,310**	**$ 262,253**

Special Revenue Funds			
CFD #1 Fund	Zone S Sunnymead Boulevard Maintenance	Total Nonmajor Funds	
			Assets:
$ 1,222,301	$ 84,788	$ 2,402,630	Pooled cash and investments
			Receivables:
-	-	3,480	Accounts
30,558	4,598	152,604	Due from other governments
$ 1,252,859	**$ 89,386**	**$ 2,558,714**	**Total Assets**
			Liabilities and Fund Balances:
			Liabilities:
$ 34,303	$ 1,334	$ 125,249	Accounts payable
17,590	635	42,724	Accrued liabilities
-	3,815	82,569	Deferred revenue
$ 51,893	**$ 5,784**	**$ 250,542**	**Total Liabilities**
			Fund Balances:
			Unreserved:
			Unreserved, reported in nonmajor:
			Designated:
105,000	-	105,000	Designated for continuing appropriations
1,095,966	83,602	2,203,172	Undesignated
$ 1,200,966	**$ 83,602**	**$ 2,308,172**	**Total Fund Balances**
$ 1,252,859	**$ 89,386**	**$ 2,558,714**	**Total Liabilities & Fund Balances**

City of Moreno Valley, California
Community Services Disctrict

Nonmajor Governmental Funds
Combining Statement of Revenues,
Expenditures and Changes in Fund Balances
Year ended June 30, 2010

	Special Revenue Funds		
	Zone C Arterial Street Lights Administration	**Zone D Standard Landscaping Administration**	**Zone M Median Fund**
Revenues:			
Taxes:			
Property taxes	$ 99,518	$ -	$ -
Other Taxes	-	-	-
Charges for services	393,476	1,043,329	133,995
Use of money and property	16,858	27,276	-
Miscellaneous	-	138	-
Total Revenues	**$ 509,852**	**$ 1,070,743**	**$ 133,995**
Expenditures:			
Current:			
Community and cultural	$ 715,749	$ 1,068,948	$ 206,809
Total Expenditures	**$ 715,749**	**$ 1,068,948**	**$ 206,809**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**(205,897)**	**1,795**	**(72,814)**
Other Financing Sources (Uses)			
Transfers in (note 4)	$ -	$ -	$ -
Transfers from the City of Moreno Valley	-	-	103,400
Total Other Financing Sources (Uses)	**$ -**	**$ -**	**$ 103,400**
Net Change in Fund Balances	**(205,897)**	**1,795**	**30,586**
Fund Balances, Beginning of Year, as restated	662,124	327,848	207,148
Fund Balances, End of Year	**$ 456,227**	**$ 329,643**	**$ 237,734**

Special Revenue Funds			
CFD #1 Fund	Zone S Sumnymead Boulevard Maintenance	Total Nonmajor Funds	
			Revenues:
			Taxes:
$ -	$ -	$ 99,518	Property taxes
1,024,603	-	1,024,603	Other Taxes
-	48,526	1,619,326	Charges for services
26,952	2,187	73,273	Use of money and property
-	-	138	Miscellaneous
$ 1,051,555	**$ 50,713**	**$ 2,816,858**	**Total Revenues**
			Expenditures:
			Current:
$ 792,047	$ 41,188	$ 2,824,741	Community and cultural
$ 792,047	**$ 41,188**	**$ 2,824,741**	**Total Expenditures**
259,508	**9,525**	**(7,883)**	***Excess (Deficiency) of Revenues Over (Under) Expenditures***
			Other Financing Sources (Uses)
$ 26,091	$ -	$ 26,091	Transfers in (note 4)
-	-	103,400	Transfers from the City of Moreno Valley
$ 26,091	**$ -**	**$ 129,491**	**Total Other Financing Sources (Uses)**
285,599	**9,525**	**121,608**	***Net Change in Fund Balances***
915,367	74,077	2,186,564	**Fund Balances, Beginning of Year, as restated**
$ 1,200,966	**$ 83,602**	**$ 2,308,172**	**Fund Balances, End of Year**

City of Moreno Valley, California
Community Services District

Zone C Arterial Street Lights Administration
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Taxes:				
Property Taxes	142,100	142,100	99,518	(42,582)
Charges for services	430,844	430,844	393,476	(37,368)
Use of money and property	12,033	12,033	16,858	4,825
Total Revenues	**$ 584,977**	**$ 584,977**	**$ 509,852**	**$ (75,125)**
Expenditures:				
Current:				
Community and cultural	738,009	735,754	715,749	20,005
Total Expenditures	**$ 738,009**	**$ 735,754**	**$ 715,749**	**$ 20,005**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(153,032)	(150,777)	(205,897)	(55,120)
Net Change in Fund Balances	(153,032)	(150,777)	(205,897)	(55,120)
Fund Balances, Beginning of Year	662,124	662,124	662,124	-
Fund Balances, End of Year	**$ 509,092**	**$ 511,347**	**$ 456,227**	**$ (55,120)**

City of Moreno Valley, California
Community Services District

Zone D Standard Landscaping Administration
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Taxes:				
Charges for services	1,133,944	1,133,944	1,043,329	(90,615)
Use of money and property	6,655	6,655	27,276	20,621
Miscellaneous	-	-	138	138
Total Revenues	**$ 1,140,599**	**$ 1,140,599**	**$ 1,070,743**	**$ (69,856)**
Expenditures:				
Current:				
Community and cultural	1,341,067	1,222,314	1,068,948	153,366
Total Expenditures	**$ 1,341,067**	**$ 1,222,314**	**$ 1,068,948**	**$ 153,366**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(200,468)	(81,715)	1,795	83,510
Net Change in Fund Balances	(200,468)	(81,715)	1,795	83,510
Fund Balances, Beginning of Year	327,848	327,848	327,848	-
Fund Balances, End of Year	**$ 127,380**	**$ 246,133**	**$ 329,643**	**$ 83,510**

City of Moreno Valley, California
Community Services District

Zone M Median Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Charges for services	163,554	163,554	133,995	(29,559)
Use of money and property	4,013	4,013	-	(4,013)
Total Revenues	**$ 167,567**	**$ 167,567**	**$ 133,995**	**$ (33,572)**
Expenditures:				
Current:				
Community and cultural	304,251	253,568	206,809	46,759
Total Expenditures	**$ 304,251**	**$ 253,568**	**$ 206,809**	**$ 46,759**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(136,684)	(86,001)	(72,814)	13,187
Other Financing Sources (Uses):				
Transfers from the City of Moreno Valley	(103,400)	(103,400)	(103,400)	-
Total Other Financing Sources (Uses)	**$ 103,400**	**$ 103,400**	**$ 103,400**	**$ -**
Net Change in Fund Balances	(33,284)	17,399	30,586	13,187
Fund Balances, Beginning of Year	207,148	207,148	207,148	-
Fund Balances, End of Year	**$ 173,864**	**$ 224,547**	**$ 237,734**	**$ 13,187**

City of Moreno Valley, California
Community Services District

CFD #1 Fund
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Taxes:				
Other taxes	959,760	959,760	1,024,603	64,843
Use of money and property	13,000	13,000	26,952	13,952
Total Revenues	**$ 972,760**	**$ 972,760**	**$ 1,051,555**	**$ 78,795**
Expenditures:				
Current:				
Community and cultural	969,805	809,400	792,047	17,353
Capital outlay	120,000	120,000	-	120,000
Total Expenditures	**$ 1,089,805**	**$ 929,400**	**$ 792,047**	**$ 137,353**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(117,045)	43,360	259,508	216,148
Other Financing Sources (Uses):				
Transfers in	-	25,000	26,091	1,091
Transfers from the City of Moreno Valley	(25,000)	-	-	-
Total Other Financing Sources (Uses)	**$ 25,000**	**$ 25,000**	**$ 26,091**	**$ 1,091**
Net Change in Fund Balances	(92,045)	68,360	285,599	217,239
Fund Balances, Beginning of Year	915,367	915,367	915,367	-
Fund Balances, End of Year	**$ 823,322**	**$ 983,727**	**$ 1,200,966**	**$ 217,239**

City of Moreno Valley, California
Community Services District

Zone S Sunnymead Boulevard Maintenance
Budgetary Comparison Statement
Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues:				
Charges for services	52,342	52,342	48,526	(3,816)
Use of money and property	1,644	1,644	2,187	543
Total Revenues	**$ 53,986**	**$ 53,986**	**$ 50,713**	**$ (3,273)**
Expenditures:				
Current:				
Community and cultural	92,219	58,634	41,188	17,446
Total Expenditures	**$ 92,219**	**$ 58,634**	**$ 41,188**	**$ 17,446**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(38,233)	(4,648)	9,525	14,173
Net Change in Fund Balances	(38,233)	(4,648)	9,525	14,173
Fund Balances, Beginning of Year	74,077	74,077	74,077	-
Fund Balances, End of Year	**$ 35,844**	**$ 69,429**	**$ 83,602**	**$ 14,173**

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Board of Directors
City of Moreno Valley, California
Community Services District

REPORT ON COMPLIANCE AND OTHER MATTERS AND ON INTERNAL CONTROL OVER FINANCIAL REPORTING BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Moreno Valley, California, Community Services District ("District") as of and for the year ended June 30, 2010, which collectively comprise the District's financial statements and have issued our report thereon dated December 21, 2010. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the District's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the District's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over financial reporting.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable a possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.

Our consideration of the internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily disclose all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

We noted other matters that were reported to the management of the City of Moreno Valley in a separate letter.

This report is intended solely for the information and use of the Board of Directors and District's management and is not intended to be and should not be used by anyone other than these specified parties.

Mayer Hoffman McCann P.C.

Irvine, California
December 21, 2010

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MV00199500

CITY MANAGER'S REPORT

(Informational Oral Presentation only – not for Council action)

Item No. G.6

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MV00199502

AGENDA

CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

May 14, 2013

SPECIAL PRESENTATIONS – 5:30 P.M.
REGULAR MEETING – 6:00 P.M.

City Council Study Sessions
First & Third Tuesdays of each month – 6:00 p.m.
City Council Meetings
Second & Fourth Tuesdays of each month – 6:00 p.m.
City Council Closed Sessions
Immediately following Regular City Council Meetings and Study Sessions, unless no Closed Session Items are Scheduled

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3705 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Tom Owings, Mayor

Marcelo Co, Mayor Pro Tem
Jesse L. Molina, Council Member
Richard A. Stewart, Council Member
Victoria Baca, Council Member

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
May 14, 2013

CALL TO ORDER – 5:30 PM

SPECIAL PRESENTATIONS

1. Proclamation Recognizing National Police Week

2. Proclamation Recognizing National Public Works Week

3. Proclamation Recognizing West Cost Thunder

4. Business Spotlight

   a) Moreno Valley Ranch Golf Club

   b) Inland Empire Customs

MV00199507

AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
AND THE BOARD OF LIBRARY TRUSTEES

THE CITY COUNCIL RECEIVES A SEPARATE STIPEND FOR CSD MEETINGS

REGULAR MEETING - 6:00 PM
MAY 14, 2013

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION

Bishop Randy Triplett - Victory Temple of Deliverance Ministries

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

MV00199508

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority or the Board of Library Trustees requests that an item be removed for separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF APRIL 23, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

A.4 AUTHORIZE SUBMISSION OF GRANT APPLICATIONS FOR THE SB821 BICYCLE AND PEDESTRIAN FACILITIES PROGRAM
(Report of: Public Works Department)

Recommendation:
1. Authorize the submission of grant applications for the SB 821 Bicycle and Pedestrian Facilities Program as administered by the Riverside County Transportation Commission (RCTC).

A.5 ACCEPTANCE OF THE CDPH PEDESTRIAN SAFETY GRANT AND FUNDING APPROPRIATION FOR THE "IT'S UP TO ALL OF US" PEDESTRIAN SAFETY PUBLIC EDUCATION CAMPAIGN
(Report of: Public Works Department)

Recommendations
1. Accept the grant award in state funds of $8,500 for the "It's Up to All of Us" pedestrian safety public education campaign, under the California Department of Public Health Pedestrian Safety Program.

MV00199509

2. Authorize the appropriation of $8,500 from the unencumbered Measure "A" (Fund 2001) fund balance for the public outreach/safety education costs of the "It's Up to All of Us" pedestrian safety public education campaign.

A.6 PA06-0021, PM 34577 – REQUEST TO CONDUCT A FULL ROAD CLOSURE OF HEACOCK STREET FROM SAN MICHELE ROAD TO NANDINA AVENUE AND SAN MICHELE ROAD BETWEEN HEACOCK STREET AND INDIAN AVENUE FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM MAY 15, 2013 – JULY 31, 2013
(Report of: Community & Economic Development Department)

Recommendation:

1. Authorize a full road closure of Heacock Street from San Michele Road to Nandina Avenue, and San Michele Road between Heacock Street and Indian Avenue for the construction of street improvements from May 15, 2013 – July 31, 2013.

2. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

A.7 APPROVE THE AMENDMENT TO THE AGREEMENTS FOR PROFESSIONAL CONSULTANT SERVICES FOR CONSTRUCTION MATERIAL TESTING AND GEOTECHNICAL SERVICES WITH LEIGHTON CONSULTING, INC. AND CONSTRUCTION SURVEY SERVICES WITH RICK ENGINEERING COMPANY FOR THE MORENO MASTER DRAINAGE PLAN LINE "F", STAGE 2 CHANNEL IMPROVEMENTS -- PROJECT NO. 804 0005 70 77
(Report of: Public Works Department)

Recommendations

1. Approve the Amendments to the Agreements for Professional Consultant Services for Construction Material Testing and Geotechnical Services with Leighton Consulting Inc., and Construction Survey Services with Rick Engineering Company, for the Moreno Master Drainage Plan Line "F", Stage 2 Channel Improvements.

2. Authorize the City Manager to execute an amendment to the Agreement with Leighton Consulting Inc. and an amendment to the Agreement with Rick Engineering Company.

3. Authorize the issuance of a Purchase Order to Leighton Consulting Inc. for the amount of $62,344 and Rick Engineering Company for the

amount of $62,810 when the contracts have been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreements with Leighton Consulting Inc. and Rick Engineering Company within the purchase order amounts, subject to the approval of the City Attorney.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF APRIL 23, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

B.3 THIRD AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR BACKFLOW – TESTING, REPAIR AND REPLACEMENT SERVICES
(Report of: Financial & Management Services Department)

Recommendations
1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD Board): Approve the Third Amendment to the Independent Contractor Agreement ("Agreement") for Backflow Testing Services Project No. BDEMS/10, ("Third Amendment to Agreement for BDEMS/10") with E. R. Block Plumbing, Inc. (10910 Hole Avenue, Riverside, CA 92505) for replacement, repair and testing of backflow devices throughout each of the CSD maintained landscaped areas and Water Quality Basins.

2. Authorize the City Manager to execute the Third Amendment to the Agreement for BDEMS/10 with E. R. Block Plumbing, Inc.

3. Authorize an adjustment in the purchase order (PO) to E. R. Block Plumbing, Inc., for an increase of $15,752.88 when the Third Amendment to the Agreement for BDEMS/10 has been signed by all parties.

4. Authorize the City Manager to approve budget adjustments for CSD Zones D & E for backflow testing, repair and replacement services in the following amounts: a. Zone D in the amount of $25,571.02. b.

Zone E in the amount of $12,292.40.

5. Authorize the City Manager to have authority to approve subsequent Amendments to the Agreement for BDEMS/10 for backflow testing, repair and replacement services; authority to approve increases to the purchase order for any Amendment to the Agreement for BDEMS/10 for a sum of up to a not-to-exceed (NTE) amount of $50,000.00; and authority to approve related budget adjustments for additional backflow replacements, testing and repairs, that may be necessary through the remainder of the 2012/13 fiscal year.

B.4 FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION PROJECT NO. DSG-1/10
(Report of: Financial & Management Services Department)

Recommendations

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD Board): Approve the First Amendment to the Independent Contractor Agreement ("Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. DSG-1/10, ("First Amendment to Agreement for DSG-1/10") with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for Zone D-1 (DSG-1 full service level) tracts.

2. Authorize the City Manager to execute the First Amendment to the Agreement for DSG-1/10 with TruGreen Landcare.

3. Authorize an adjustment in the purchase order (PO) to TruGreen Landcare for an increase of $7,757.83 when the First Amendment to the Agreement for DSG-1/10 has been signed by all parties.

B.5 FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION PROJECT NO. DSG-2/12-13
(Report of: Financial & Management Services Department)

Recommendations

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD Board): Approve the First Amendment to the Independent Contractor Agreement ("Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. DSG-2/12-13, ("First Amendment to the Agreement for DSG-2/12-13") with Mariposa Landscapes, Inc., 15529 Arrow Highway, Irwindale, CA 91706 for Zone D-2 (DSG-2 reduced

service level) tracts.

2. Authorize the City Manager to execute the First Amendment to the Agreement for DSG-2/12-13 with Mariposa Landscapes, Inc.

3. Authorize adjustments in the purchase orders (POs) to Mariposa Landscapes, Inc. for a decrease in the PO for base maintenance services of $1,498.44 and an increase of $7,100.00 for additional work, for a net change to the Agreement of $5,601.56, when the First Amendment to the Agreement for DSG-2/12-13 has been signed by all parties.

B.6 FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION IN PROJECT NO. E-2/09
(Report of: Financial & Management Services Department)

Recommendations

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD Board: Approve the First Amendment to the Independent Contractor Agreement ("Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-2/09, ("First Amendment to the Agreement for E-2/09") with Tropical Plaza Nursery, Inc., 9642 Santiago Boulevard, Villa Park, CA 92861 for the E-2 (Hidden Springs) area.

2. Authorize the City Manager to execute the First Amendment to the Agreement for E-2/09 with Tropical Plaza Nursery, Inc.

3. Authorize an adjustment in the purchase order (PO) to Tropical Plaza Nursery, Inc., for an increase of $18,000.00 when the First Amendment to the Agreement for E-2/09 has been signed by all parties.

B.7 FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION IN PROJECT NO. E-3/11-12
(Report of: Financial & Management Services Department)

Recommendations

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD Board): Approve the First Amendment to the Independent Contractor Agreement ("Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-3/11-12, ("First Amendment to Agreement

MV00199513

for E-3/11-12") with Merchants Landscape Services, Inc., 8847 W. 9th Street, Rancho Cucamonga, CA 91730 for E-3 (Moreno Valley Ranch-West) and E-3A (Lasselle Powerline Parkway) areas.

2. Authorize the City Manager to execute the First Amendment to the Agreement for E-3/11-12 with Merchants Landscape Services, Inc.

3. Authorize adjustments in the purchase orders (POs) to Merchants Landscape Services, Inc., for a decrease in the PO for base maintenance services of $2,799.72 and an increase of $8,650.00 for additional work, for a net change to the Agreement of $5,850.28 when the First Amendment to the Agreement for E-3/11-12 has been signed by all parties.

B.8 FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION IN PROJECT NO. E-4/11
(Report of: Financial & Management Services Department)

Recommendations

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD Board): Approve the First Amendment to the Independent Contractor Agreement ("Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-4/11, ("First Amendment to Agreement for E-4/11") with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for E-4 (Moreno Valley Ranch-East) and E-4A (Daybreak) areas.

2. Authorize the City Manager to execute the First Amendment to the Agreement for E-4/11 with TruGreen Landcare.

3. Authorize an adjustment in the purchase order (PO) to TruGreen Landcare, for an increase of $10,100.00 when the First Amendment to the Agreement for E-4/11 has been signed by all parties.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF APRIL 23, 2013 (Report of: City Clerk's Department)

Recommendation:

1. Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF APRIL 23, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

E. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

E.1 A PUBLIC HEARING FOR A GENERAL PLAN AMENDMENT (PA12-0030) FROM RESIDENTIAL 10 (R10), RESIDENTIAL SINGLE FAMILY 10 (RS10) AND RESIDENTIAL 15 (R15) TO RESIDENTIAL 5 (R5), AND TO MODIFY THE CIRCULATION ELEMENT; A CHANGE OF ZONE (PA12-0029) FROM R10, RS10 AND R15 TO R5; A TENTATIVE TRACT MAP 36436 (PA12-0005) TO SUBDIVIDE 43.52 ACRES INTO 159 SINGLE FAMILY RESIDENTIAL LOTS; A CONDITIONAL USE PERMIT (PA12-0004) FOR A PLANNED UNIT DEVELOPMENT; AND A VARIANCE (P12-129) FOR AN INCREASE IN RETAINING WALL HEIGHT ON THE PROPERTY LINES. THE APPLICANT IS CV –COMMUNITIES
(Report of: Community & Economic Development Department)

Recommendations That the City Council:
1. ADOPT a Mitigated Negative Declaration for application PA12-0030 (General Plan Amendment), PA12-0029 Change of Zone, PA12-0005 Tentative Tract Map and PA12-0004 Conditional Use Permit.

2. INTRODUCE Ordinance No. 2013-867 approving PA12-0029 Change of Zone from Residential 10 (R10), Residential Single Family 10 (RS10), Residential 15 (R15) to Residential 5 (R5).

   Ordinance No. 867

   An Ordinance of the City Council of the City of Moreno Valley, California, Approving PA12-0029 (Zone Change) to Change the Land Use District for Approximately 43.52 Acres from Residential 10 (R10), Residential Single Family(RS10), And Residential 15 (R15) to

MV00199515

Residential 5 (R5) for Assessors Parcel Numbers 478-100-034, 478-090-007, 478-090-036, 478-100-010, 478-100-009

3. ADOPT Resolution No. 2013-29 approving General Plan Amendment PA12-0030 from Residential 10 (R10), Residential Single Family 10 (RS10), Residential 15 (R15) to Residential 5 (R5) and modifying the circulation element thereby establishing General Plan Land Use Map designations for the properties as described in the Resolution, and the revised General Plan Map.

   Resolution No. 2013-29

   A Resolution of the City Council of the City of Moreno Valley, California, Approving PA12-0030, A General Plan Amendment to Change the Land Use of 43.52 Acres from Residential 10 (R10), Residential Single Family 10 (RS10) and Residential 15 (R15) to Residential 5 (R5) and Modify the Circulation Element to Eliminate the Connection of Quincy Street from Brodiaea Avenue to Cactus Avenue Located South of Brodiaea to Cactus & East and West of the Quincy Channel Assessor Parcel Numbers 478-100-034, 478-090-007, 478-090-036, 478-100-010, 478-100-009

4. ADOPT Resolution No. 2013-30 approving PA12-0005 Tentative Tract Map 36436 to subdivide 43.52 acres into 159 single family residential lots, PA12-0004 a Conditional Use Permit for the Planned Unit Development and P12-129 a Variance subject to the attached Conditions of Approval.

   Resolution No. 2013-30

   A Resolution of the City Council of the City of Moreno Valley, California, Approving PA12-0005 Tentative Tract Map 36436, PA12-0004 A Conditional Use Permit and P12-129 A Variance Located South Of Brodiaea to Cactus & East and West of the Quincy Channel Assessor Parcel Numbers 478-100-034, 478-090-007, 478-090-036, 478-100-010, 478-100-009

E.2 A JOINT PUBLIC HEARING TO APPROVE AN AFFORDABLE HOUSING AGREEMENT WITH HABITAT FOR HUMANITY
(Report of: Community & Economic Development Department)

Recommendations That the City Council and Housing Authority

1. Conduct a Joint Public Hearing pursuant to the California Community Redevelopment Law (California Health and Safety Code, Section 33000 et seq.) at which it will hear and consider information concerning the transfer of title of Assessor's Parcels 481-250-002 and

481-250-003 and the Affordable Housing Agreement by and between the City of Moreno Valley, the Moreno Valley Housing Authority, and Habitat for Humanity Riverside.

2. Adopt Resolution 2013-31, and Resolution HA 2013-02 approving an Affordable Housing Agreement between the City of Moreno Valley, the Moreno Valley Housing Authority, and Habitat for Humanity Riverside, Inc. for the conveyance and development of land, making certain findings, and approving the use of funds.

   Resolution No. 2013-31

   A Resolution of the City Council of the City of Moreno Valley Approving an Affordable Housing Agreement by and Among the Housing Authority of the City of Moreno Valley, the City of Moreno Valley and Habitat for Humanity, Riverside, Inc.

   Resolution No. HA 2013-02

   A Resolution of the Moreno Valley Housing Authority of the City of Moreno Valley, California Approving an Affordable Housing Agreement by and Among the Housing Authority of the City of Moreno Valley, the City of Moreno Valley and Habitat for Humanity, Riverside, Inc.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

G. REPORTS

G.1 APPOINTMENT TO THE LIBRARY COMMISSION
(Report of: City Clerk Department)

Recommendations That the City Council:

1. Appoint Laura D'Arciprete to the Library Commission with a term expiring June 30, 2015; or

2. If an appointment is not made, declare the position vacant and authorize the City Clerk to re-notice the position as vacant.

G.2 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

G.3 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION

H.1.1 AMENDMENT TO CHAPTER 6.02 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE AND ADOPTION OF THE PROPOSED ORDINANCE RELATED TO ILLEGAL HAULING AND COMMERCIAL RECYCLING BIN SCREENING, AND ADOPTION OF A RESOLUTION RELATING TO CITATION AUTHORIZATION
(Report of: Public Works Department)

Recommendations That the City Council:

1. Introduce the proposed Ordinance No. 866 amending Municipal Code Section 6.02.

   Ordinance No. 866

   An Ordinance of the City Council of the City of Moreno Valley, California, Amending Section 6.02 of Chapter 6 of the City of Moreno Valley Municipal Code Relating to Refuse Collection, Transfer and Disposal

2. Adopt proposed Resolution No. 2013-28 repealing Resolution No. 93-79 to include additional classifications with citation authorization.

   Resolution No. 2013-28

   A Resolution of the City Council of the City of Moreno Valley, California, Repealing, Revising and Reenacting the Provisions of Resolution 93-79, Authorizing Specified Classes of Officers and Employees of the City to Make Arrests Without Warrants and to Exercise Citation Authority

H.2 ORDINANCES - 2ND READING AND ADOPTION

H.2.1 ORDINANCE 864 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A MUNICIPAL CODE AMENDMENT (PA11-0030) AMENDING TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE REGARDING THE CREATION OF THE MIXED USE OVERLAY DISTRICT (APPROXIMATELY 147.69 ACRES) AND AMENDING THE MUNICIPAL CODE TO INCLUDE STANDARDS RELATED TO THE MIXED USE OVERLAY DISTRICT (RECEIVED FIRST READING AND INTRODUCTION ON APRIL 23, 2013, BY A 5-0 VOTE) (Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Adopt Ordinance No. 864.

   An Ordinance of the City Council of the City of Moreno Valley, California, Approving a Municipal Code Amendment (PA11-0030) Amending Title 9 of the City of Moreno Valley Municipal Code Regarding the Creation of the Mixed Use Overlay District (Approximately 147.69 Acres) and Amending the Municipal Code to Include Standards Related to the Mixed Use Overlay District

H.2.2 ORDINANCE 865 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA11-0029 (CHANGE OF ZONE) TO CHANGE THE LAND USE DISTRICT FOR APPROXIMATELY 146.19 ACRES TO RESIDENTIAL 30 (R30) AND APPROXIMATELY 10.46 ACRES TO OPEN SPACE (OS) AND PA12-0047 (CHANGE OF ZONE) TO CHANGE THE LAND USE DISTRICT OF APPROXIMATELY 21.47 ACRES TO COMMUNITY COMMERCIAL (CC) (RECEIVED FIRST READING AND INTRODUCTION ON APRIL 23, 2013, BY A 5-0 VOTE) (Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Adopt Ordinance No. 865.

   An Ordinance of the City Council of the City of Moreno Valley, California, Approving PA11-0029 (Change Of Zone) to Change the Land Use District for Approximately 146.19 Acres to Residential 30 (R30) and Approximately 10.46 Acres to Open Space (OS) and PA12-0047 (Change Of Zone) to Change the Land Use District of Approximately 21.47 Acres to Community Commercial (CC)

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/City as Successor Agency for the Community Redevelopment Agency/Housing Authority or Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority will be held in Conference Room C, First Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

a) Case: *City of Moreno Valley v. Chen*
Court: Riverside Superior Court
Case No: RIC 1213875

b) Case: *City of Moreno Valley V. Chado & Chado*
Court: Riverside Superior Court
Case No: RIC 1213878

c) Case: *City of Moreno Valley v. Equitable Properties*
Court: Riverside Superior Court
Case No: RIC 1213880

d) Case: *City of Moreno Valley V. McGinness*
Court: Riverside Superior Court
Case No: RIC 1213882

2 SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF SECTION 54956.9

Number of Cases: 5

3 SECTION 54956.9(d)(4) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

4 SECTION 54957 - PERSONNEL MATTERS
   a) Public Employee Performance Evaluation: City Manager

5 SECTION 54957 - PERSONNEL MATTER - PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
   a) City Manager

6 SECTION 54957 - PUBLIC EMPLOYMENT APPOINTMENT
   a) City Manager

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

ADJOURNMENT

CERTIFICATION

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, certify that the City Council Agenda was posted in the following places pursuant to City of Moreno Valley Resolution No. 2007-40:

City Hall, City of Moreno Valley
14177 Frederick Street

Moreno Valley Library
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center
25075 Fir Avenue

Jane Halstead, CMC,
City Clerk

Date Posted: May 8, 2013

MV00199521

MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
April 23, 2013

CALL TO ORDER

SPECIAL PRESENTATIONS

1. 2012 Volunteer of the Year - Shor Denny, Safe Routes to School Program Coordinator

2. Proclamation Recognizing May as Mental Health Month

3. Proclamation Recognizing Miguel "Mikey" Garcia World Boxing Organization Featherweight Champion

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:00 PM
April 23, 2013

CALL TO ORDER

The Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority and the Board of Library Trustees was called to order at 6:12 p.m. by Mayor Tom Owings in the Council Chamber located at 14177 Frederick Street

Mayor Tom Owings announced that the City Council receives a separate stipend for CSD meetings.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Frank Wright

INVOCATION - Pastor Paul Cunningham - Renewal Christian Fellowship

ROLL CALL

Council:

Tom Owings	Mayor
Marcelo Co	Mayor Pro Tem
Victoria Baca	Council Member
Jesse L. Molina	Council Member
Richard A. Stewart	Council Member

Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
Henry T. Garcia	City Manager
Richard Teichert	Financial and Management Services Director
Suzanne Bryant	Acting City Attorney
Michelle Dawson	Assistant City Manager

Joel Ontiveros	Police Chief
Abdul Ahmad	Fire Chief
Ahmad Ansari	Public Works Director
Barry Foster	Community and Economic Development Director
Tom DeSantis	Administrative Services Director
Mike McCarty	Parks & Community Services Director
Michele Patterson	Assistant to the City Manager

PUBLIC COMMENTS **ON ANY SUBJECT NOT ON THE AGENDA** UNDER THE JURISDICTION OF THE CITY COUNCIL

Dawn Newkirk

1. Area affected by World Logistics Center

Betty Masters

1. Impacts of World Logistics Center

Carissa Marin, representing Save Moreno Valley

1. World Logistics Center

LaShé Rodriguez, representing Assembly Member Jose Medina

1. Legislative update

2. Town Hall meeting at the UCR Extension Center on April 25, 4-6 p.m.

3. On Saturday, April 27, 9:30 - 4:00 p.m. at Landis Auditorium, RCC, a conference in Spanish will be held (Tecnificate)

Marcia Amino

1. Public Safety tax

2. Utility tax/City's expenditures

Daryl Terrell

1. Road to Moreno Valley's long term fiscal solvency plan

Enrique Marin

1. World Logistics Center

Deanna Reeder

1. Public safety tax

2. Budget

3. Controversial items listed on Consent Calendar

Tom Thornsley

1. World Logistics Center/involving community

Pete Bleckert

1. City buying properties

Public comments will be continued at the end of the meeting.

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Acting City Attorney Acting City Attorney Suzanne Bryant announced that she has a conflict of interest with Item A.18.

Mayor Tom Owings opened the agenda items for the Consent Calendars for public comments, which were received by Marcia Amino (Items A.14 and A.16), Deanna Reeder (Items A.13 and A.16), and Tom Thornsley (Items A.17, A.16, and A.18).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF APRIL 9, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

A.4 APPROVAL OF PAYMENT REGISTER FOR FEBRUARY, 2013
(Report of: Financial & Management Services Department)

Recommendation:
Adopt Resolution No. 2013-21, approving the Payment Register for the month of February, 2013 in the amount of $17,449,090.98.

Resolution No. 2013-21

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Payment Register for the Month of February, 2013

A.5 AUTHORIZE SUBMISSION OF GRANT APPLICATIONS FOR THE CALIFORNIA FEDERAL LANDS ACCESS PROGRAM
(Report of: Public Works Department)

Recommendation:
Authorize the submission of two grant applications for the California Federal Lands Access Program to the Office of Federal Lands Highway, Federal Highway Administration (FHWA).

A.6 APPROVE THE COOPERATIVE AGREEMENT WITH THE RIVERSIDE COUNTY FIRE DEPARTMENT FOR FIRE PROTECTION, FIRE PREVENTION, RESCUE, AND MEDICAL EMERGENCY SERVICES
(Report of: Fire Department)

Recommendations

1. Approve the Cooperative Agreement with the Riverside County Fire Department for Fire Protection, Fire Prevention, Rescue and Medical Emergency Services.

2. Authorize the Mayor to execute the Cooperative Agreement.

A.7 APPROVE AND ADOPT RESOLUTION 2013-22 IMPLEMENTING PERMIT PARKING ON MEDITERRANEAN DRIVE
(Report of: Public Works Department)

MV00199526

Recommendation:
Approve and Adopt Resolution No. 2013-22 implementing permit parking on Mediterranean Drive located just west of Perris Boulevard and Suburban Lane.

Resolution No. 2013-22

A Resolution of the City Council of the City of Moreno Valley, California, Approving and Authorizing Installation of Permit Parking on Mediterranean Drive.

A.8 AUTHORIZE THE AWARD OF THE CONSTRUCTION CONTRACT TO BEDON CONSTRUCTION, INC. FOR THE MORENO MASTER DRAINAGE PLAN LINE "F", STAGE 2 CHANNEL IMPROVEMENTS -- PROJECT NO. 804 0005 70 77
(Report of: Public Works Department)

Recommendations

1. Waive any and all minor irregularities and award the contract to Bedon Construction, Inc., P.O. Box 1235, Temecula, CA 92593, the lowest responsible bidder, for the Moreno Master Drainage Plan Line "F", Stage 2 Channel Improvements.

2. Authorize the City Manager to execute a contract with Bedon Construction, Inc.

3. Authorize the issuance of a Purchase Order to Bedon Construction, Inc. for the amount of $3,601,458.03 ($3,274,052.75 bid plus 10% contingency) when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Bedon Construction, Inc. up to, but not exceeding, the contingency amount of $327,405.28, subject to the approval of the City Attorney.

5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained system until Riverside County Flood Control and Water Conservation District accepts the ownership and maintenance responsibilities for the improvements, and release the retention to Bedon Construction, Inc., if no claims are filed against the project.

A.9 AUTHORIZE THE SUBMISSION OF A GRANT APPLICATION FOR THE BRIDGE FUNDING UNDER SURFACE TRANSPORTATION PROGRAM (STP) AND ADOPT RESOLUTION NO. 2013-23 COMMITTING TO

PROVIDE LOCAL MATCHING FUNDS AT A MINIMUM OF 11.47% OF THE TOTAL PROJECT COST
(Report of: Public Works Department)

Recommendations

1. Authorize the Public Works Director/City Engineer to submit the grant application for Bridge Funding to Caltrans under the Surface Transportation Program (STP).

2. Adopt Resolution No. 2013-23 committing to provide local matching funds at a minimum of 11.47% of the total project cost.

   Resolution No. 2013-23

   A Resolution of the City Council of the City of Moreno Valley, California, Adopting Certification of Available Matching Funds for the Surface Transportation Program

A.10 PA06-0021, PM 34577 – ACCEPT DEVELOPMENT IMPACT FEE (DIF) IMPROVEMENT CREDIT AGREEMENT #D12-001 FOR INDIAN STREET AND SAN MICHELE ROAD IMPROVEMENTS ASSOCIATED WITH THE I-215 LOGISTICS PROJECT
(Report of: Community & Economic Development Department)

Recommendations

1. Accept the Development Impact Fee Improvement Credit Agreement #D12-001 (DIF Agreement) for PA06-0021, PM 34577 improvements.

2. Authorize the Mayor to execute the DIF Agreement.

A.11 PA06-0021, PM 34577 – ACCEPT TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) PROGRAM IMPROVEMENT AND CREDIT/REIMBURSEMENT AGREEMENT #T13-001 FOR HEACOCK AVENUE IMPROVEMENTS ASSOCIATED WITH THE I-215 LOGISTICS PROJECT
(Report of: Community & Economic Development Department)

Recommendations

1. Accept the Transportation Uniform Mitigation Fee Improvement Credit/Reimbursement Agreement #T13-001 (TUMF Agreement) for PA06-0021, PM 34577 improvements.

2. Authorize the Mayor to execute the TUMF Agreement.

3. Direct the City Clerk to forward the signed Agreement to the County

Recorder's Office for recordation.

A.12 APPROVE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF RIVERSIDE OFFICE OF EMERGENCY MANAGEMENT REGARDING URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDING FOR FEDERAL FISCAL YEAR 2010
(Report of: Fire Department)

Recommendations

1. Adopt Resolution No. 2013-24 of the City of Moreno Valley, California, approving the Memorandum of Understanding with the City of Riverside Office of Emergency Management regarding the Urban Area Security Initiative (UASI) grant funding for Federal Fiscal Year 2010.

   Resolution No. 2013-24

   A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the City to Enter into a Memorandum of Understanding With the City of Riverside Office of Emergency Management Regarding Urban Area Security Initiative (UASI) Grant Funding for Federal Fiscal Year 2010

2. Authorize the allocation of $5,000 for expenditures related to the Fiscal Year 10 UASI grant not to exceed the amount of grant award.

3. Authorize the City Manager or his designee to execute the Certificate of Non-Supplanting.

4. Authorize the City Manager or his designee to execute the Riverside Urban Area Security Initiative Certification Regarding Debarment, Suspension, and other Responsibility Matters.

5. Authorize the City Manager or his designee to execute the California Emergency Management Agency FY2010 Grant Assurances.

6. Accept the grant award from the City of Riverside Office of Emergency Management regarding the Urban Area Security Initiative (UASI) grant funding for Federal Fiscal Year 2010.

A.13 APPROVE THE CITY OF MORENO VALLEY'S FIVE-YEAR MEASURE A LOCAL STREETS AND ROADS CAPITAL IMPROVEMENT PLAN (CIP) AND MAINTENANCE OF EFFORT (MOE) CERTIFICATION STATEMENT FOR THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC) MEASURE A LOCAL FUNDS PROGRAM, FISCAL YEAR (FY)

2014-2018
(Report of: Public Works Department)

Recommendations

1. Approve the City of Moreno Valley's Five-Year Measure A Local Streets and Roads CIP and MOE for the RCTC Measure A Local Funds Program, FY 2014-2018.

2. Authorize submittal of the RCTC Measure A Local Streets and Roads CIP and MOE for the RCTC Measure A Local Funds Program, FY 2014-2018.

3. Authorize staff to submit an amended five-year plan to RCTC if changes are made by City Council to the listed Measure A projects as part of the upcoming FY 2013-2014 budget approval process

A.14 APPROVE AND EXECUTE AGREEMENT FOR CONVEYANCE OF PROPERTY FOR PARTIAL ACQUISITION OF APN'S 488-080-003 AND 488-080-012 FOR THE SR-60/MORENO BEACH INTERCHANGE IMPROVEMENTS PROJECT – PROJECT NO. 801 0038 70 77
(Report of: Public Works Department)

Recommendations

1. Approve the Agreement for Conveyance of Real Property with LCTH Investment, LP, for partial acquisition of APN's 488-080-003 and 488-080-012 for the SR-60/Moreno Beach Interchange Improvements project.

2. Authorize the City Manager to execute the Agreement for Conveyance of Real Property and authorize the Public Works Director/City Engineer to approve any changes subject to the approval of the City Attorney.

3. Authorize the issuance of a Purchase Order for $222,317 ($212,317 for the acquisition purchase price plus $10,000 for escrow closing fees) when the Agreement has been signed by all parties.

A.15 RATIFICATION OF GRANT PROPOSAL SUBMITTAL FOR THE SURFACE TRANSPORTATION PROGRAM (STP)
(Report of: Public Works Department)

Recommendations

Ratify the submittal of a grant proposal to the Riverside County Transportation Commission (RCTC) for the Surface Transportation Program (STP).

A.16 3-YEAR ECONOMIC DEVELOPMENT ACTION PLAN
(Report of: Community & Economic Development Department)

Recommendation:
Approve the 3-Year Economic Development Action Plan.

A.17 BUDGET APPROPRIATION FOR THE SR-60/THEODORE INTERCHANGE IMPROVEMENTS AS A NEW CAPITAL IMPROVEMENT PLAN PROJECT
PROJECT NO. 801 0052 70 77
(Report of: Public Works Department)

Recommendations

1. Authorize the following budget appropriation from unencumbered funds in the Development Impact Fee (DIF) Interchange Improvements Revenue Fund Balance to create a new Capital Improvement Project Expenditure Account titled the SR-60/Theodore Interchange Improvement Project:$138,000 – from (2911-99-95-92911) to (3311-99-99-93311)

2. Amend the Fiscal Year 12/13 Adopted Capital Improvement Plan (CIP) to include the SR-60/Theodore Interchange Improvement Project as a funded Street Improvement, Project Number 801 0052 70 77 and General Ledger Number 3311-70-77-80001.

A.18 APPROVAL OF EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND SUZANNE M. BRYANT FOR THE POSITION OF CITY ATTORNEY
(Report of: Administrative Services Department)

Recommendation:
Approve the Employment Agreement between the City of Moreno Valley and Suzanne M. Bryant for the position of City Attorney.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF APRIL 9, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF APRIL 9, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF APRIL 9, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 by m/Council Member Victoria Baca, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

E. PUBLIC HEARINGS

E.1 PUBLIC HEARING TO CONSIDER FEE SCHEDULE FOR FISCAL YEAR 2013-14
(Report of: Financial & Management Services Department)

Recommendations That the City Council:

1. Conduct a Public Hearing to receive public input on the proposed Fee Schedule for Fiscal Year 2013-14.

2. Adopt Resolution No. 2013-25, approving the Fee Schedule for Fiscal Year 2013-14.

   Resolution No. 2013-25

   A Resolution of the City Council of the City of Moreno Valley, California, Establishing Specified Fees for Various Services for Fiscal Year 2013-14 and Repealing Prior Resolutions that May Be in Conflict

MV00199532

Motion to Continue the item to May 14, 2013 Regular Council Meeting by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

E.2 ALESSANDRO BOULEVARD CORRIDOR IMPLEMENTATION PROJECT, WHICH INCLUDES TWO GENERAL PLAN AMENDMENTS (PA11-0028 & PA12-0046), TWO CHANGES OF ZONES (PA11-0029 & PA12-0047), AND MUNICIPAL CODE AMENDMENT (PA11-0030). THE PROJECT INCLUDES REZONING AREAS ALONG ALESSANDRO BOULEVARD AND NEAR PERRIS BOULEVARD AND IRIS AVENUE TO R30 (RESIDENTIAL UP TO 30 UNITS PER ACRE), 10.46 ACRES TO OPEN SPACE, COMMERCIAL REZONING OF A PARCEL AT THE SOUTHWEST CORNER OF PERRIS BOULEVARD AND GENTIAN AVENUE, AND THE CREATION OF A MIXED USE DISTRICT OVERLAY. THE R30 REZONING WILL PROVIDE CONSISTENCY WITH THE CITY'S CERTIFIED HOUSING ELEMENT
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. ADOPT a Mitigated Negative Declaration for PA11-0028 (General Plan Amendment), PA11-0029 (Change of Zone), PA11-0030 (Municipal Code Amendment), PA12-0046 (General Plan Amendment) and PA12-0047 (Change of Zone) pursuant to the California Environmental Quality Act (CEQA) Guidelines.

2. APPROVE Resolution No. 2013-26 approving PA11-0028 and PA12-0046 (General Plan Amendments), thereby establishing General Plan Land Use Map designations for certain properties as described in the Resolution, and the revised General Plan Maps.

3. INTRODUCE Ordinance No. 864 approving a Municipal Code Amendment (PA11-0030) creating the Mixed Use District Overlay and amending various sections of Title 9 of the City of Moreno Valley Municipal Code based on the findings in the Ordinance.

4. INTRODUCE Ordinance No. 865 approving Zone Change (PA11-0029) from Community Commercial (CC), Office Commercial (OC), Residential 15 (R15 and Residential 5 (R5) to Residential 30 (R30), and Zone Change (PA12-0047) from Residential 5 (R5) to Community Commercial (CC), based on the findings in the Ordinance, and the revised zoning pages.

Mayor Tom Owings opened the public testimony portion of the public hearing. Public testimony was received from Deanna Reeder (also talked on behalf of Carol Keegan who owns property behind Home Depot on Iris).

Motion to Approve Recommendation No. 1 by m/Council Member Jesse L. Molina, s/Council Member Richard A. Stewart

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 2 by m/Council Member Jesse L. Molina, s/Council Member Richard A. Stewart

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 3 by m/Council Member Jesse L. Molina, s/Council Member Richard A. Stewart

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 4 by m/Council Member Jesse L. Molina, s/Mayor Pro Tem Marcelo Co

Approved by a vote of 5-0.

E.3 PUBLIC HEARING FOR DELINQUENT NUISANCE ABATEMENT ACCOUNTS
(Report of: Fire Department)

Recommendations That the City Council:

1. Conduct a public hearing and accept public testimony on delinquent nuisance abatement accounts.

2. Adopt Resolution No. 2013-27 of the City of Moreno Valley, California, confirming assessments on certain real properties as outlined in the Property Assessment List for the abatement of nuisances.

   Resolution No. 2013-27

   A Resolution of the City Council of the City of Moreno Valley, California, Confirming Statements of Costs Against Real Property Located in the City of Moreno Valley, for Abatements of Public Nuisances and Direction that Said Statement of Costs Constitute a Lien Upon Said Properties

3. Approve placing the submitted Property Assessment List of delinquent nuisance abatement accounts on the Fiscal Year (FY) 2013/2014 Riverside County property tax roll for collection.

4. Direct the City Clerk to file with the Riverside County Assessor's office a certified copy of Resolution No. 2013-27 and the Property Assessment List as required by Section 6.04.120 of the City of Moreno Valley Municipal Code.

Mayor Tom Owings opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Motion to Approve Recommendation No. 2 by m/Council Member Richard A. Stewart, s/Council Member Victoria Baca

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 3 by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 4 by m/Council Member Richard A. Stewart, s/Council Member Victoria Baca

Approved by a vote of 5-0.

E.4 PUBLIC HEARING FOR THE CDBG AND HOME PROGRAMS TO ADOPT THE CONSOLIDATED PLAN FOR FISCAL YEARS 2013-2018. THE ANNUAL ACTION PLAN FOR FISCAL YEAR 2013-2014 AND THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE AND FAIR HOUSING ACTION PLAN
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Conduct a Public Hearing for the Community Development Block Grant (CDBG) and HOME programs to allow the public an opportunity to comment on, 1) the proposed FY 2013-2018 Consolidated Plan, 2) the FY 2013-2014 Annual Action Plan, and 3) the Analysis of Impediments to Fair Housing Choice and Fair Housing Action Plan.

2. Adopt, 1) the FY 2013-2018 Consolidated Plan, 2) the FY 2013-2014 Annual Action Plan, and 3) the Analysis of Impediments to Fair Housing Choice and Fair Housing Action Plan.

Mayor Tom Owings opened the public testimony portion of the public hearing. Public testimony was received from Deanna Reeder.

Motion to Approve Recommendation No. 2 by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 5-0.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

a) Report by Council Member Council Member Jesse L. Molina on Riverside Transit Agency (RTA)

Council Member Jesse L. Molina stated that he attended the RTA T-NOW meeting that was held in Perris; meetings are being alternated between Perris and Moreno Valley. The purpose of RTA T-NOW is to bring people together and find out what their transportation needs are and to serve people in the regional area; invited everyone to RTA meeting this Thursday, where travel training (using public transportation system) will be discussed; encouraged everyone to try the public transportation; we will have a Metrolink in the future; like to see a trolley system

Also, attended a Riverside Conservation Authority workshop, where was able to see endangered species animals, including falcons and snakes; visited office of Assemblyman Medina and attended Mark Takano's town hall meeting to build bridges with our local representatives; toured some of the areas across freeway 215; tomorrow will attend with the Mayor a Sunnymead Blvd. clean-up meeting; the purpose of this meeting is to get input from constituents and to clean up Sunnymead Blvd. to make it more friendly place to shop

Mayor Tom Owings

1. Stated that he attended with Council Member Baca a Sunnymead Blvd. clean up meeting this morning. About 35-40 people voiced their vision for their neighborhoods and support what the Council is doing; will attend a Sunnymead Blvd. clean up meeting tomorrow with Council Member Molina

G.2 CITY MANAGER'S REPORT (Informational Oral Presentation - not for

Council action) - none

G.3 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action) - none

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Council Member Jesse L. Molina

1. Thanked everyone for being here; everyone has a right to speak and voice their opinion

Council Member Victoria Baca

1. With Mayor Tom Owings attended a meeting regarding Sunnymead Blvd. clean up at Miller Jones Mortuary; gave an overview of topics discussed: was very pleased with the outcome; businesses in District 5 voiced their concerns; assured them that the City Council will be very responsive and issues will be resolved; homelessness is a very troubling issue; will work on this problem as this is a community issue; another concern is the signage; will get an input from the businesses and will enforce consistently and fairly across the board; talked about organizing the non-profits, eliminating duplication services, identifying the community needs; crime - need to keep working on the trouble areas in our community and let residents and businesses know what resources are available to them; will meet again in a month; the public is welcome to come; thanked staff attending the meeting

2. Will have community forums in District 5 in different communities to discuss what their particular needs are

3. Is attending monthly meetings at Box Springs Water District to discuss what their particular needs are and to resolve years long problems

MV00199537

4. The community will be included in the plan to move forward

Mayor Tom Owings

1. Regarding the Sunnymead Blvd. clean up meeting - people who attended asked to have another meeting in a month. Thanked the staff

2. Read a passage from historian E.H. Carr's book about facts; facts are based on the interpretation what is true or not true; stated that the Council and City's staff are doing a good job: the World Logistics Center topic has two sides to it and everybody's opinion is important; will make sure that it is done in a proper way, respecting everyone's position

PUBLIC COMMENTS **ON ANY SUBJECT NOT ON THE AGENDA** UNDER THE JURISDICTION OF THE CITY COUNCIL - Continuation

Christopher Baca

1. Panhandling and day laborers issues; establishing day labor sites

2. Presented to the Council a resolution to support immigration reform and provide path to citizenship

Ashley Castillo

1. World Logistics Center

Jose Chavez

1. Air pollution

There being no further business to conduct, the meeting was adjourned at 9:11 p.m. to Closed Session by unanimous informal consent.

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority was held in the Conference Room C, First Floor, City Hall. The City Council met in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

MV00199538

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

The Acting City Attorney Suzanne Bryant announced that the following will be discussed: three cases listed on the agenda under Government Code 54956.9 (d)(1), Existing Litigation, and Labor Negotiations listed under Government Code 54957.6.

Mayor Tom Owings opened the agenda item for public comments; there being none, public comments were closed.

The Closed Session was held pursuant to Government Code:

1 SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

a) *Teague v. City of Moreno Valley*

b) *City of Moreno Valley v. Bond Safeguard Insurance Company*

c) *City of Moreno Valley v. AEI CASC*

2 SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF SECTION 54956.9

Number of Cases: 5

3 SECTION 54956.9(d)(4) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

4 SECTION 54957.6 - LABOR NEGOTIATIONS

a) *Agency Representative: City Manager Henry T. Garcia Employee Organization: MVCEA*

b) *Agency Representative: City Manager Henry T. Garcia Employee Organization: MVMA*

c) *Agency Representative: City Manager Henry T. Garcia Employee Organization: Moreno Valley Confidential Management Employees*

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

None

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 10:07p.m. by unanimous informal consent.

Submitted by:

_____

City Clerk Jane Halstead, CMC
Secretary, Moreno Valley Community Services District
Secretary, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Secretary, Moreno Valley Housing Authority
Secretary, Board of Library Trustees

Approved by:

_____

Mayor Tom Owings
President, Moreno Valley Community Services District
Chairperson, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Moreno Valley Housing Authority
Chairperson, Board of Library Trustees

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MV00199540

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: May 14, 2013

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Reports on Reimbursable Activities for the period of April 17 - May 7, 2013.

Reports on Reimbursable Activities April 17 - May 7, 2013			
Council Member	Date	Meeting	Cost
Victoria Baca		None	
Marcelo Co	4/24/13	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley	$15.00
Jesse L. Molina		None	
Tom Owings	4/17/13	Student of the Month	$15.00
	4/20/13	EXCEED Annual Awards Celebration	$20.00
Richard A. Stewart		None	

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: May 14, 2013

TITLE: AUTHORIZE SUBMISSION OF GRANT APPLICATIONS FOR THE SB821 BICYCLE AND PEDESTRIAN FACILITIES PROGRAM

RECOMMENDED ACTION

Recommendation:

1. Authorize the submission of grant applications for the SB 821 Bicycle and Pedestrian Facilities Program as administered by the Riverside County Transportation Commission (RCTC).

BACKGROUND

The SB 821 Bicycle and Pedestrian Facilities Program administered by the RCTC provides funding for sidewalks, bicycle lanes, access ramps, and pedestrian related enhancements. Eligible expenditures for this competitive grant program are limited to preliminary engineering, right of way acquisition, construction, and reconstruction.

On March 3, 2013, the City received notification from the RCTC of a call for projects for the FY 2013/2014 program. Applications are due to the RCTC on May 16, 2013 and notification of projects selected to receive program funding is expected to occur in July 2013.

DISCUSSION

The application will include projects that will install sidewalk, curb, gutter, Americans with Disabilities Act (ADA) compliant access ramps, and bike lanes. Locations for the sidewalk and ramp improvements were selected based upon the results of the Public

Right of Way Access ADA Transition Plan. Other factors included requests from disabled residents, the completed Tier 1 review of intersections and the on-going Tier 2 review which have resulted in a priority list of locations that need access ramp construction/reconstruction. The following is a potential list of the locations and improvements:

- Graham Street, south of Alessandro Boulevard: construct sidewalk on the east side
- Indian Street, north of Alessandro Boulevard: construct sidewalk on the east side, install Class II bicycle lanes along Indian Street from Alessandro Boulevard to Cottonwood Avenue
- Alessandro Boulevard, east of Perris Boulevard: construct sidewalk on the south side
- Arbor Park at Dracaea Avenue: Construct curb access ramp
- John F. Kennedy Drive at Oliver Street: Construct curb access ramp
- Fir Avenue at Atherton Drive: Construct curb access ramp
- John F. Kennedy Drive at Legendary Drive: Construct curb access ramp
- Bay Avenue at Pecan Street: Construct curb access ramp
- John F. Kennedy Drive at Blueberry: Construct curb access ramps
- Eucalyptus Avenue at Edgemont Street: Construct curb access ramps
- Heacock Street at Bay Avenue: Construct curb access ramps
- Heacock Street at Dracaea Avenue: Construct curb access ramps
- Eucalyptus Avenue at Kochi: Construct curb access ramps

ALTERNATIVES

1. Authorize the submission of grant applications for the SB 821 Bicycle and Pedestrian Facilities Program. *Staff recommends this action so that grant applications can be submitted to the RCTC before the deadline.*

2. Do not authorize the submission of grant applications for the SB 821 Bicycle and Pedestrian Facilities Program. *If such authority is not granted, the City will not submit grant applications to the RCTC for this program.*

FISCAL IMPACT

Applications for the SB 821 Bicycle and Pedestrian Facilities Program require matching funding from the agency submitting the application. Matching funding amounts may range from 10 percent to 50 percent. The source of the matching funds would come from available Gas Tax (Fund 2000) and/or Measure A (Fund 2001) as available. These funds may be used only to implement transportation related programs. There is no impact to the General Fund with this action.

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:
Develop a variety of city revenue sources and policies to create a stable revenue base and fiscal policies to support essential city services, regardless of economic climate.

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous materials incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

Prepared By:
Michael Lloyd
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Eric Lewis, P.E. T.E.
City Traffic Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: May 14, 2013

TITLE: ACCEPTANCE OF THE CDPH PEDESTRIAN SAFETY GRANT AND FUNDING APPROPRIATION FOR THE "IT'S UP TO ALL OF US" PEDESTRIAN SAFETY PUBLIC EDUCATION CAMPAIGN

RECOMMENDED ACTION

Recommendations:

1. Accept the grant award in state funds of $8,500 for the "It's Up to All of Us" pedestrian safety public education campaign, under the California Department of Public Health Pedestrian Safety Program.

2 Authorize the appropriation of $8,500 from the unencumbered Measure "A" (Fund 2001) fund balance for the public outreach/safety education costs of the "It's Up to All of Us" pedestrian safety public education campaign.

ADVISORY BOARD/COMMISSION RECOMMENDATION

With its goal to improve pedestrian safety, the Traffic Safety Commission (TSC) has been proactively working with Transportation Engineering staff to install audible pedestrian signals and reviewing the school crossing guard program. The TSC has also supported and recommended staff to pursue all available funding opportunities to improve pedestrian safety such as the Safe Routes to School and the Pedestrian Safety Program grants. The Pedestrian Safety Awareness public service announcement/ promotional video provided by this grant will assist TSC efforts to educate the public regarding traffic safety issues.

BACKGROUND

The California Department of Public Health (CDPH) Pedestrian Safety Program (PedSafe) is designed to reduce the number of pedestrian injuries and fatalities statewide and to make walking an easy choice by creating safe and accessible pedestrian facilities. The PedSafe "It's Up to All of Us" (IUAU) campaign is CDPH's effort to create and disseminate educational materials that provide consistent statewide messaging regarding pedestrian safety. On March 6, 2013, the City Public Works Department submitted a grant application for local participation and implementation of the IUAU pedestrian safety education campaign. On April 4, 2013, the City received notification of the grant award in the amount of $8,500. As requested by CDPH, this grant award will be shared between the Public Works and Police departments.

DISCUSSION

The Public Works Department/Transportation Engineering Division has been actively pursuing any available opportunities to improve pedestrian safety. In addition to planning and constructing new pedestrian friendly infrastructure, staff also develops and distributes educational materials to promote pedestrian safety. Grant funding for the "It's Up to All of Us" (IUAU) campaign will enable staff to implement the following activities:

1. Develop a Pedestrian Safety Awareness promotional video and broadcast it via Moreno Valley MVTV-3 channel on a weekly or monthly basis. The subject video will also be posted on YouTube, on the City website, and linked to the City Facebook and Twitter accounts.
2. Coordinate with the City Police Department, the City Traffic Safety Commission, the City Chamber of Commerce, the Moreno Valley and Val Verde Unified School Districts and their PTAs, the Moreno Valley Community College, and the Riverside County Transit Agency (RTA) to incorporate IUAU campaign concepts into pedestrian safety planning around businesses, school campuses and neighborhoods.
3. Prepare posters, flyers, and bumper stickers and coordinate with the above public agencies and organizations to distribute Pedestrian Safety Awareness campaign materials.
4. Develop and implement a website pop-up box or banner on the City website to promote the Pedestrian Safety Awareness campaign.
5. Create Pedestrian Safety Awareness signs and ads for advertising in local newspapers and/or on City streets and bus-stops near schools and high-risk areas citywide.
6. Using IUAU materials, the Moreno Valley Safe Routes to School program volunteers will work with local schools to conduct high visibility Parent Path and Walking School Bus programs that promote walking safely and encourage drivers to be more aware of pedestrians.

The estimated cost for the City implementation of the IUAU pedestrian safety education campaign is $8,500. The City is anticipating funding reimbursement of up to $8,500 (100% of project costs) from CDPH. The City is required to use its own funds to implement the campaign and then receive reimbursement at the conclusion of the campaign. The appropriation of $8,500 from unencumbered Measure "A" (Fund 2001) fund balance is requested so that Public Works staff can proceed with the public outreach/education activities for the campaign.

ALTERNATIVES

1. Accept the grant award in state funds in the amount of $8,500 for the "It's Up to All of Us" pedestrian safety public education campaign, under the California Department of Public Health Pedestrian Safety Program and authorize the appropriation of $8,500 from the unencumbered Measure "A" (Fund 2001) fund balance for the public outreach/safety education costs of the "It's Up to All of Us" pedestrian safety public education campaign. *This alternative will allow the City to receive the CDPH Pedestrian Safety Program reimbursement for the project.*

2. Do not accept the grant award in state funds in the amount of $8,500 for the "It's Up to All of Us" pedestrian safety public education campaign, under the California Department of Public Health Pedestrian Safety Program and do not authorize the appropriation of $8,500 from the unencumbered Measure "A" (Fund 2001) fund balance for the public outreach/safety education costs of the "It's Up to All of Us" pedestrian safety public education campaign. *This alternative will prohibit the City from receiving the CDPH Pedestrian Safety Program reimbursement for this project.*

FISCAL IMPACT

The City will be required to use its own funds to implement this project and then receive progress reimbursement at the completion of each phase of the project. The City will use Measure "A" (Fund 2001) funds for the project and these funds must be used for their intended purpose to receive reimbursement from the CDPH Pedestrian Safety Program grant. There is no impact to the General Fund.

AVAILABLE FUNDS:

Fiscal Year 2012/2013 Funds (Account No. 2001.NEW)	$8,500
CDPH-PedSafe IUAU Funding Reimbursement	$8,500
Local Match	$0
Total	$8,500

ESTIMATED PROJECT RELATED COSTS:

Newspaper Ads	$1,300
Media Production & Graphic Design	$3,500
Promotional Materials (Banners, Signs, Stickers)	$3,000
Communications (Postage, Phone, Fax)	$100
Travel & Mileage Reimbursement	$600
Total	$8,500

ANTICIPATED PROJECT SCHEDULE:
Develop and producing IUAU campaign materials..... June-July 2013
Distribution of IUAU campaign materials..... August 2013
Complete IUAU campaign.....September 2013

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:
Develop a variety of city revenue sources and policies to create a stable revenue base and fiscal policies to support essential city services, regardless of economic climate.

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

To enhance the safety of pedestrians, staff recommends that the grant award for the CDPH "It's Up to All of Us" pedestrian safety public education campaign be accepted by City Council and $8,500 of reimbursable funding is appropriated from the unencumbered Measure "A" (Fund 2001) fund balance for the public outreach/safety education costs of the campaign.

Prepared By:
Vincent L. Tran, P.E.
Associate Engineer

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Eric Lewis, P.E.,T.E.
City Traffic Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer and Barry Foster Community & Economic Development Director

AGENDA DATE: May 14, 2013

TITLE: PA06-0021, PM 34577 – REQUEST TO CONDUCT A FULL ROAD CLOSURE OF HEACOCK STREET FROM SAN MICHELE ROAD TO NANDINA AVENUE AND SAN MICHELE ROAD BETWEEN HEACOCK STREET AND INDIAN AVENUE FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM MAY 15, 2013 – JULY 31, 2013

RECOMMENDED ACTION

Recommendation:

1. Authorize a full road closure of Heacock Street from San Michele Road to Nandina Avenue, and San Michele Road between Heacock Street and Indian Avenue for the construction of street improvements from May 15, 2013 – July 31, 2013.

2. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

BACKGROUND

On January 11, 2007, the Planning Commission of the City of Moreno Valley approved Tentative Parcel Map No. 34577 (PA06-0021) along with Plot Plan (PA06-0022) for two industrial warehouse buildings.

On November 28, 2011, Amended Plot Plan P11-090 (Building #1; 455,000 square feet) and Amended Plot Plan P11-091 (Building #2; 1,250,000 square feet) were approved by the Planning Director as amendments to the original plot plan.

The developer is constructing Building #2 as part of Phase I. The project is bounded by Indian Street to the east, Heacock Street to the west, San Michelle Road to the south, and Cardinal Avenue to the north.

The Conditions of Approval required public improvements along Heacock Street, Nandina Avenue and Cactus Avenue. On September 25, 2012, the City Council of the City of Moreno Valley approved the Public Improvement Agreement along with the corresponding securities. The Agreement and securities include the construction of the public street improvements.

DISCUSSION

Due to the nature and complexity of the required public improvements, the Developer is requesting a full road closure of Heacock Street from San Michele Road to Nandina Avenue, and San Michele Road between Heacock Street and Indian Avenue. The road closure will be conducted in such a manner that will provide local and emergency vehicle access to affected properties.

The entire duration of road closure will be eleven (11) weeks or approximately 77 calendar days. The request for the road closure is due to major improvement work including, but not limited to, removal of existing asphalt pavement, installation of asphalt paving, sidewalk, street lights, landscaping, storm drain culverts, utilities and associated signing and striping. All of the work will be reviewed by inspectors from the City of Moreno Valley. It is anticipated that the road will be open to traffic on July 31, 2013.

There are several commercial parcels in the area of construction. The road closure will not affect the ingress or egress of these parcels, and it will require a detour to the traveling public. The contractor performing the roadway improvements will phase the work such that both roads will only be closed at the same time for a limited timeframe. City staff was advised by the developer that all potentially affected property owners have been contacted/notified. The road closure/detour/traffic control plan for this closure has been reviewed and approved by the City Traffic Engineer.

ALTERNATIVES

1. Authorize a full road closure of Heacock Street from San Michele Road to Nandina Avenue, and San Michele Road between Heacock Street and Indian Avenue for the construction of street improvements from May 15, 2013 – July 31, 2013. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

2. Do not authorize a full road closure of Heacock Street from San Michele Road to Nandina Avenue, and San Michele Road between Heacock Street and Indian Avenue for the construction of street improvements from May 15, 2013 – July 31, 2013. Do not authorize the City Engineer to allow for an additional 30-day

extension to the proposed road closure window if the project is delayed due to unforeseen construction issues. There would be no road closure. *This alternative would result in an unsafe work environment and would significantly delay the completion of this project.*

FISCAL IMPACT

The developer will be responsible for all costs associated with this proposal.

CITY COUNCIL GOALS

PUBLIC SAFETY
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

NOTIFICATION

The approved traffic control/detour plan requires the contractor to give notification to the Post Office, Police, Fire Department, Ambulance Services, Riverside Transit Authority, Waste Management, and affected businesses. The public will be notified by special roadside signage showing the dates of closure and detour signs.

EXHIBITS

Attachment 1 – Road Closure Detour Map

Prepared By
Mark W. Sambito, P.E.
Engineering Division Manager

Department Head Approval
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By
Eric Lewis, P.E.
City Traffic Engineer
Director

Concurred By
Barry Foster
Community & Economic Development

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

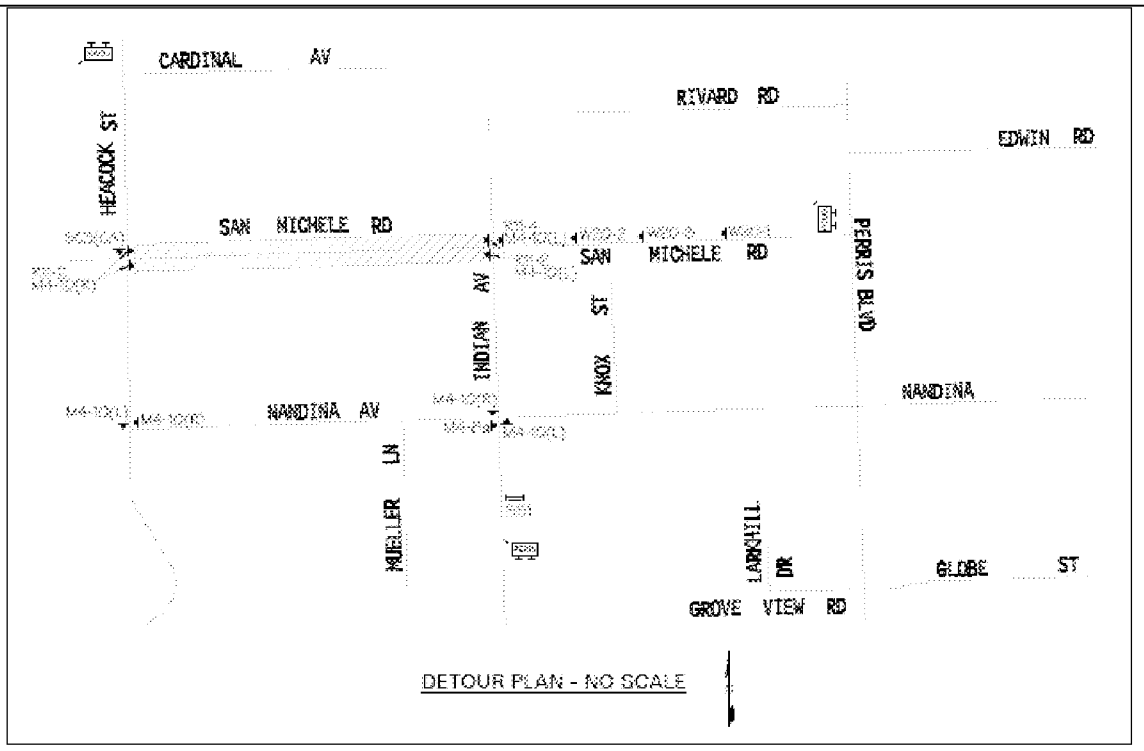

SAN MICHELE ROAD CLOSURE

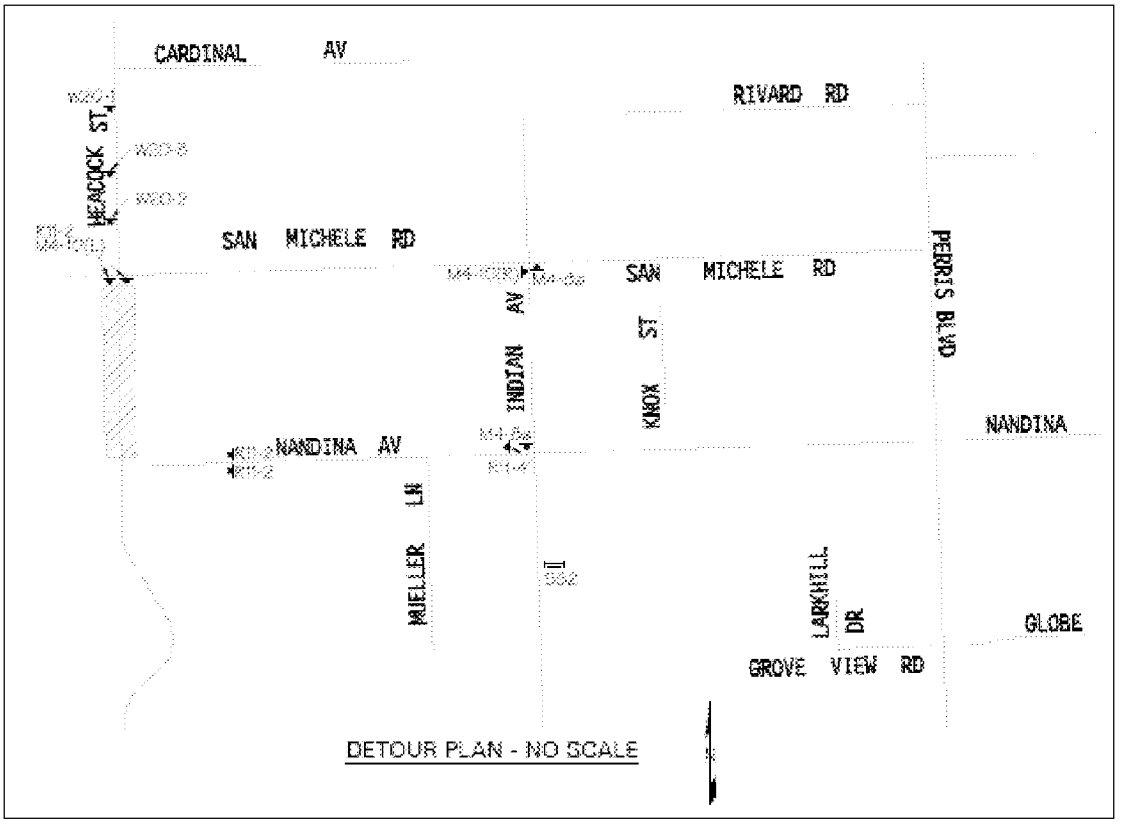

HEACOCK STREET CLOSURE

CITY OF MORENO VALLEY **COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT - LAND DEVELOPMENT** **Attachment 1**	**PA06-0021** **PM 34577** **Vicinity Map**

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: May 14, 2013

TITLE: APPROVE THE AMENDMENT TO THE AGREEMENTS FOR PROFESSIONAL CONSULTANT SERVICES FOR CONSTRUCTION MATERIAL TESTING AND GEOTECHNICAL SERVICES WITH LEIGHTON CONSULTING, INC. AND CONSTRUCTION SURVEY SERVICES WITH RICK ENGINEERING COMPANY FOR THE MORENO MASTER DRAINAGE PLAN LINE "F", STAGE 2 CHANNEL IMPROVEMENTS -- PROJECT NO. 804 0005 70 77

RECOMMENDED ACTION

Recommendations:

1. Approve the Amendments to the Agreements for Professional Consultant Services for Construction Material Testing and Geotechnical Services with Leighton Consulting Inc., and Construction Survey Services with Rick Engineering Company, for the Moreno Master Drainage Plan Line "F", Stage 2 Channel Improvements.

2. Authorize the City Manager to execute an amendment to the Agreement with Leighton Consulting Inc. and an amendment to the Agreement with Rick Engineering Company.

3. Authorize the issuance of a Purchase Order to Leighton Consulting Inc. for the amount of $62,344 and Rick Engineering Company for the amount of $62,810 when the contracts have been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreements with Leighton Consulting Inc. and Rick Engineering Company within the purchase order amounts, subject to the approval of the City Attorney.

BACKGROUND

The construction of Moreno Master Drainage Plan Line "F", Stage 2 Channel Improvements (Line F) was an important part of the Cactus Avenue/Nason Street Improvement Project approved by the City Council on March 13, 2012. However, due to lack of funding, the Line F portion of the project was not built with the recently completed Cactus Avenue/Nason Street Improvement Project.

On February 26, 2013 the City Council approved the Cooperative Agreement with the Riverside County Flood Control and Water Conservation District (the District) and authorized the appropriation of $4,000,000 to fund the construction phase of the Line F project.

On April 23, 2013, the City Council authorized the award of a construction contract to Bedon Construction, Inc. for the Line F project. Construction is anticipated to commence during the latter part of May 2013.

The limits for the proposed Line F project are approximately 4,500 feet long and starts at 800 feet west of Oliver Street to join the existing improved channel in the proximity of the Grande Vista Drive and Iris Avenue intersection. The work involved is to fully improve the existing earthen trapezoidal flood control channel with a concrete lining; the construction will also provide access roads, maintenance ramps, and storm drain lateral stubs.

The Line F project implements an initiative of the Economic Development Action Plan adopted by the City Council on April 26, 2011.

DISCUSSION

Leighton Consulting Inc. and Rick Engineering Company were selected through competitive selection process for the Cactus Avenue/Nason Street Improvement Project which included Line F work. At its March 13, 2012 meeting, the City Council approved the Agreements for Professional Consultant Services with Leighton Consulting Inc. and Rick Engineering Company to provide their services for the Cactus Avenue/Nason Street Improvement Project, however, as previously discussed, the additive bid item of Line F portion of the project scope of work was not exercised due to lack of funding.

Funding for Line F Project is now available through the District and the Construction Material Testing and Geotechnical as well as Construction Survey services are necessary for the Line F project. City Staff has negotiated revisions to the original scope and fee with Leighton Consulting Inc., and Rick Engineering Company based on the Line F project being carried out as a standalone project and recommends the approval of amendment to their existing agreements to cover the Professional Services necessary during the construction phase of the Line F project.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the timely construction of the Line F project, thus, reducing the threat of flood damage in the area.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the timely construction of the Line F project, leaving this area under the potential threat of flood damage.*

FISCAL IMPACT

Pursuant to the terms of a Cooperative Agreement between the District and the City, the District will contribute up to $4,000,000 to construct Line F project. There is no impact to the General Fund.

TOTAL AVAILABLE FUNDS - FY 2012/2013:

Moreno Master Drainage Plan Line F, Stage 2 Channel Improvements: (Account No. 3002-70-77-80004, Project No. 804 0005 70 77-3002)	$4,000,000
Total PW General Capital Projects Fund Budget	$4,000,000

ESTIMATED CONSTRUCTION RELATED COSTS:

Contractor Construction Costs (includes Contingency)	$3,602,000
Construction Design Support Services	$85,000
Construction Survey Services (Rick Engineering)	**$63,000**
Construction Materials Testing and Geotechnical Services (Leighton)	**$62,000**
Construction Management and Project Administration*	$140,000
Total Estimated Project Costs	$3,952,000

**Public Works and consultant staff will provide Construction Management and Project Administration including Inspection services.*

ANTICIPATED PROJECT SCHEDULE:

Start Construction	May 2013
Anticipated Completion of Construction	November 2013

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

City staff is recommending approval of amendment to agreements with Leighton Consulting Inc., and Rick Engineering Company to provide Professional Consultant Services during the construction phase of 4,500 feet long Moreno Master Drainage Plan Line "F", Stage 2 Channel Improvements Project.

ATTACHMENTS

Attachment 1: Location Map
Attachment 2: Amendment to Agreement with Leighton Consulting Inc.
Attachment 3: Amendment to Agreement with Rick Engineering Company

Prepared By:
Guy Pegan, P.E.
Senior Engineer

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
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Denied:	Continued until:
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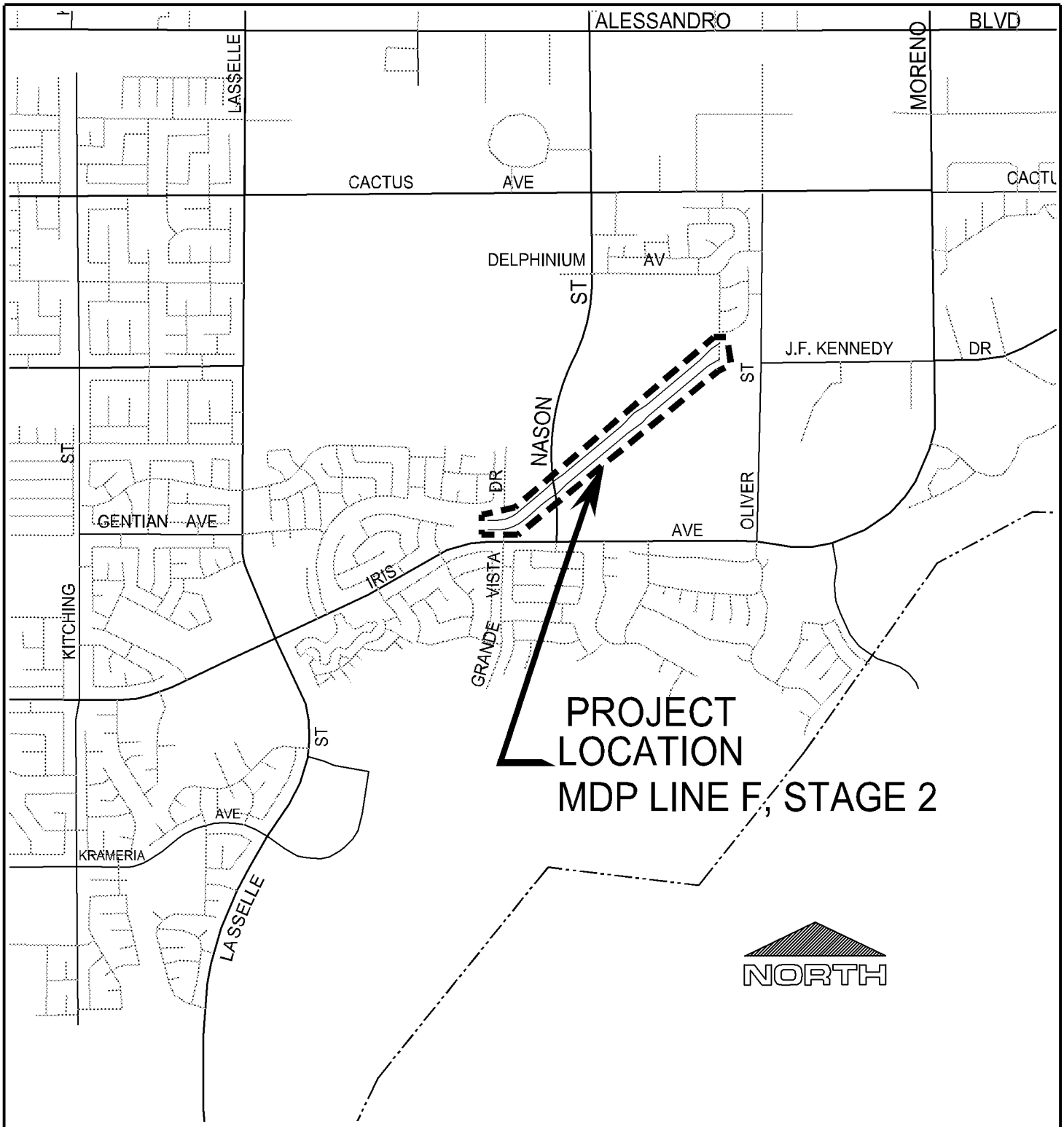

LOCATION MAP

CITY OF MORENO VALLEY
DECEMBER 3, 1984

Public WorksDepartment
Capital Projects Division

Scale: None

ATTACHMENT 1

MORENO MASTER DRAINAGE PLAN
LINE F, STAGE 2 CHANNEL IMPROVEMENTS
PROJECT NUMBER 804 0005 70 77

Date: 04 Feb 13 - 2:43 pm
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User: deepaks

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES PROJECT NO. 804 0005 70 77

This First Amendment to Agreement is by and between the CITY of MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and **Leighton Consulting Inc.**, a California corporation, hereinafter referred to as "Consultant." This First Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "AGREEMENT for PROFESSIONAL CONSULTANT SERVICES," hereinafter referred to as "Agreement," dated **March 14, 2012**.

Whereas, the Consultant is providing consultant Construction Materials Testing and Geotechnical services for the **Cactus Avenue/Nason Street Improvement Project.**

Whereas, it is desirable to amend the Agreement to expand the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this First Amendment.

Whereas, the Consultant has submitted a Proposal dated **April 3, 2013**, for expansion of the scope of work to be performed. A copy of said Proposal is attached as “Exhibit A – First Amendment”, entitled “Addendum Proposal for Line F Channel” and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date is extended from December 31, 2013 to December 31, 2014, unless the termination date is further extended by an Amendment to the Agreement.

1.2 Exhibit “B” to the Agreement is hereby amended by adding to the scope of work section described in “Exhibit A – First Amendment”, entitled “Addendum Proposal for Line F

Channel".

1.3 Exhibit "D" to the Agreement is hereby further amended by adding to the cost proposal section thereof described in "Exhibit A – First Amendment", entitled "Addendum Proposal for Line F Channel".

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $62,344, as set forth in the above-referenced Cost Proposal, in consideration of the Consultant's performance of the work set forth in "Exhibit A – First Amendment".

1.5 The total "Not to Exceed" fee for this contract is $385,288 ($322,944 for the original Agreement plus $62,344 for the First Amendment to Agreement).

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES PROJECT NO. 804 0005 70 77

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
City Manager

_____
Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

Leighton Consulting Inc.

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

Attachments: Exhibit A – Addendum Proposal for Line F Channel

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Revised Feb 2009

EXHIBIT A

Leighton Consulting, Inc.
A LEIGHTON GROUP COMPANY

April 3, 2013

Project No. 603393-014

City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552

Attention: Mr. Viren Shah

Subject: Addendum Proposal for Soils/Materials Testing Services, Line F Channel, Moreno Valley, California

In accordance with your request, Leighton Consulting, Inc. (Leighton) is pleased to present this proposal to provide soils and materials testing services for the subject project. We believe that Leighton is uniquely qualified to provide these services because of our past experience on this project and with similar projects in this area.

PROJECT DESCRIPTION AND ASSUMPTIONS

We understand that this portion of Line F Channel is generally located between John F. Kennedy Drive and Iris Avenue within Tract No. 33532 and measures approximately 4,500 linear feet. According to plans prepared by RBF (approved 3/13/13), side slopes are to be constructed at an inclination of 1.5 horizontal to 1 vertical (1.5:1), and are generally less than 15 feet in height. The channel has a trapezoidal cross-section with approximately 40-foot wide bottom (Typical 100-foot wide RCFC Channel). The channel is expected to receive concrete lining (minimum 6 inches) for both the bottom and the side slopes. The project will include berm construction along channel sides west of station 32+00, subgrade preparation for channel bottom and side slopes per Leighton report dated January 29, 2013, transition sections at start and end of channel, and backfill testing for water line crossing. Based on telecommunications with you, a construction schedule of 80 days is estimated for this project.

PROPOSED SCOPE OF WORK

Based on the provided construction schedule and our understanding of this project, we propose the following scope for work:

41715 Enterprise Circle N., Suite 103 ▪ Temecula, CA 92590-5661
951.296.0530 ▪ Fax 951.296.0534

Over-excavation and Compaction Testing

- Full-time/as-needed observation and compaction testing during grading, and subgrade preparation for channel bottom and side slopes.
- Laboratory testing of selected soil samples to confirm their maximum density/optimum moisture values, expansion index, and grain size analysis.
- Office project management, consultation, and quality control of field and laboratory testing results.
- Preparation of final compaction report. Daily field reports will be distributed to your field Representative, if needed.

Concrete Materials Testing

Our services will consist of testing of concrete used in concrete construction for the project. We will provide a technician that has been certified by ACI as a technician for reinforced concrete to sample concrete during the construction of the structures for compliance of the approved plans and job specifications. Our ACI Technician will also perform slump and air content tests and record cement temperature of the time of placement. Written reports will be provided on a daily basis and at the completion of the work. This scope of services will also include material testing of portland concrete cement (PCC) cylinders. Compression testing of concrete specimens (assuming 4 per set) molded by our representative will be performed in accordance to ASTM C39. We assume that concrete batch plant inspection or any other field special inspection will be provided by District or City Inspector, when required.

SCHEDULE

We request at least 24-hours (one working day) notice for scheduling our field technicians. Calls to our dispatch (866-LEIGHTON) after 3:00 pm (prior work day) or on weekends and holidays are not addressed until the first following working day, without prior arrangement. Should work during evenings or weekends be required, we can provide technical staff at overtime rates as mandated by prevailing wage law; which is currently not budgeted. Normal work day shift of 8 hours per day, 40 hours per week, Monday thru Friday is assumed for this estimate. Starting with our initial meetings, we will partner with you to manage our time-and-expense budget by reducing site trips, standby time, and scheduling field personnel who can perform multiple tasks.

FEES AND TERMS

Our proposed soil and materials testing services during construction will be performed on a time-and-expense basis at the current unit rates listed in our signed contract with the City (under PO Nos. 42404 & 42405). These rates will be subject to change based upon changes in California prevailing wage rates. Prevailing wage time accrued will include portal to portal travel time. A breakdown of these estimate fees for our geotechnical and materials testing services during construction are further detailed on Table 1, attached. Actual scope and fees may vary from this budget due to design changes, weather, scheduling and sequencing (e.g. overtime hours), potential materials deficiencies, changed requirements and/or numerous other potential causes beyond our control. Please note that the following was also excluded from our estimate:

a. Erosion control materials including rip-rap.
b. Special inspection of reinforcing steel and formwork in concrete structures.
c. Precast concrete pipes.

We appreciate the opportunity to provide this proposal. If you have questions or information that would update our scope of work, please contact us at your convenience.

Respectfully submitted,

LEIGHTON CONSULTING, INC.

Simon I. Saiid, PE, GE
Principal Engineer
Extension 8013, ssaiid@leightongroup.com

Attachments: Table 1 – Breakdown of Estimated Fees

Distribution: (1) Addressee, via email

Leighton Consulting, Inc.
A LEIGHTON GROUP COMPANY

4/1/2013

TABLE 1 - Summary of Cost Estimate for Soils and Material Testing
Line F Channel, City of Moreno Valley

Task Description					
Field Testing and Inspection	**Hrs/Tests**		**Rates**		**Cost**
Soil/Field Technician (25 days, 8 hr/day)	200	$	91	$	18,200
Staff Engineer/Geologist	16	$	110	$	1,760
Project mangement / GE / QC	18	$	178	$	3,204
Concrete Technician (45 pours/days, 4hr/day)	180	$	81	$	14,580
Project Admin	18	$	65	$	1,170
			Subtotal	**$**	**38,914**
Laboratory Testing					
Sieve Analysis - soil & aggregate	2	$	90	$	180
Sand Equivalent - soil & aggregate	2	$	90	$	180
Expansion Index	20	$	120	$	2,400
Sulfate Content	8	$	65	$	520
Maximum Density / Proctor	8	$	200	$	1,600
Concrete Cylinders (4 cyl/set)	250	$	22	$	5,500
Mix Design Review	1	$	250	$	250
Tensile Strength Up to No. 10	6	$	43	$	258
Bend Test Up to No. 11	6	$	43	$	258
Pick up/ Delivery of cylinders	50	$	80	$	4,000
			Subtotal	**$**	**15,146**
Misc./additional testing due to unforeseen conditions and extended construction schedule					
Concrete/Field Technician	60	$	91	$	5,460
Staff Engineer/Geologist	8	$	110	$	880
PM / Principal Eng/ GE	8	$	178	$	1,424
Project Admin	8	$	65	$	520
			Subtotal	**$**	**8,284**
			Total =	**$**	**62,344**

Leighton

ATTACHMENT 3

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES PROJECT NO. 804 0005 70 77

This First Amendment to Agreement is by and between the CITY of MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and **Rick Engineering Company**, a California corporation, hereinafter referred to as "Consultant." This First Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "AGREEMENT for PROFESSIONAL CONSULTANT SERVICES," hereinafter referred to as "Agreement," dated **March 19, 2012**.

Whereas, the Consultant is providing consultant Construction Survey services for the **Cactus Avenue/Nason Street Improvement Project.**

Whereas, it is desirable to amend the Agreement to expand the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this First Amendment.

Whereas, the Consultant has submitted a Proposal dated **April 15, 2013**, for expansion of the scope of work to be performed. A copy of said Proposal is attached as "Exhibit A – First Amendment", entitled "Construction Survey Service Proposal for Line "F" and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date is extended from December 31, 2013 to December 31, 2014, unless the termination date is further extended by an Amendment to the Agreement.

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES PROJECT NO. 804 0005 70 77

1.2 Exhibit "B" to the Agreement is hereby amended by adding to the scope of work section described in "Exhibit A – First Amendment", entitled "Construction Survey Service Proposal for Line "F".

1.3 Exhibit "D" to the Agreement is hereby further amended by adding to the cost proposal section thereof described in "Exhibit A – First Amendment", entitled "Construction Survey Service Proposal for Line "F".

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $62,810, as set forth in the above-referenced Cost Proposal, in consideration of the Consultant's performance of the work set forth in "Exhibit A – First Amendment", entitled "Construction Survey Service Proposal for Line "F".

1.5 The total "Not to Exceed" fee for this contract is $264,940 ($201,940 for the original Agreement plus $62,810 for the First Amendment to Agreement).

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES PROJECT NO. 804 0005 70 77

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
City Manager

_____
Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

Rick Engineering Company

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

Attachments: Exhibit A – Construction Survey Service Proposal for Line F

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Revised Feb 2009

EXHIBIT A

RICK™
ENGINEERING COMPANY

April 15, 2013

Mr. Viren Shah, Consultant Project Manager
City of Moreno Valley
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805

SUBJECT: CONSTRUCTION SURVEY SERVICES PROPOSAL for MORENO MASTER DRAINAGE PLAN LIN "F" STAGE 2 CHANNEL IMPROVEMENTS.
PROJECT NO. 804 0005 70 77
(RICK ENGINEERING COMPANY JOB NUMBER 15856)

Dear Mr. Shah:

Pursuant to your letter dated April 2, 2013, please find attached our scope of work and fee proposal for the above referenced project, in accordance with the Agreement for Professional Consultant Services for on-call survey services, dated March 1, 2013.

Rick Engineering Company is located in Riverside, just minutes from the above reference project. Here at Rick Engineering, we have always kept The City of Moreno Valley at top priority, and there have been numerous occasions when our field crew's response time was same day. Typically, all construction staking and City request will commence within 48 hours of receiving a request from the project's City inspector.

We appreciate this opportunity to provide services for the City of Moreno Valley.

Should you have any questions or need additional information, please feel free to contact either Matthew Reiner or myself.

Sincerely,

RICK ENGINEERING COMPANY

Marten L. Anderson, RCE 51313
Associate

MLA:MAR:kmh

MV00199569

MORENO VALLEY
WHERE DREAMS SOAR

PROJECT SPECIFIC SCOPE OF WORK

1. **Meeting and Supervision**
   a. Meetings – Attend a pre-construction meeting and weekly coordination meetings if necessary. Assumes a maximum of one (1) pre-construction meeting and twenty (9) weekly meetings. Assumes twenty (20) hours.

   b. Project Supervision – Provide the proper coordination and supervision of the field crew for the duration of the surveying work on this project. This item includes scanning and sending cut sheets and field data/notes to the City of Moreno Valley Inspector and Project Manager. For bidding purpose assumes 1 hour for each 8 hour crew day. Twenty-Three and one half (23.5) hours.

2. **Office Calculations**
   Obtain record mapping to establish centerline and right of way. Compare CAD drawings (provide by the City of Moreno Valley) with hardcopies in order to Provide required calculations for field crew for each survey request. Assumes twelve (12) hours.

3. **Rough and Finish Grading**
   a. Consultant will provide two set of stakes to facilitate the grading of the channel. First set of stakes will be set at 50' intervals and referenced to both top and toe of slope for approximately 9,000 L.F of top of slope and approximately 9,000 L.F. of toe of slope for rough grading purpose. Second set of stakes will be set at 25' intervals referenced to either top or toe of slope for approximately 9,000 L.F top of slope for final grading purpose. This includes staking for 12 Access Ramps.

   b. Consultant will provide one set of stakes for the limits of grading around disposal site (Exhibit Area). This will include staking for 2,270 L.F. of contours, 1,460 L.F. of slopes and 345 L.F. of "Grade to Drain" areas. All this work lies within the exhibit area as shown on approved plans.

   Assumes fifty-six (56) hours for Rough and Finish Grade staking

4. **Final Channel Staking – Concrete**
   Consultant will provide three (3) sets of stakes for facilitate the construction of the concrete channel. One set of stakes will be referenced to top of slope, second set referenced toe of slope and third set on centerline of channel. Stakes will be set at 25' intervals and at any change of direction for approximately 9,000 L.F. of top, 9,000 L.F. of toe and 4,500 L.F. of channel centerline. This item also includes staking for the 12 access ramps and one (1) drainage apron. Assumes eighty-four (84) hours.

5. **Fence Stakes**
   Provide one set of stakes to facilitate the construction of approximately 8,100 L.F of fencing. Stakes will set at 50' intervals and at any change of vertical and horizontal direction. Assumes fourteen (14) hours.

6. **Storm Drain Pipe and Structures**
   Consultant will provide one set of stakes for various sizes of pipes. Stakes will be set of 25' intervals and at any change of direction for approximately 1,620 L.F. of RCP pipe and staking for Line L-1 which has 290 L.F. of pipeline staking. This item also includes staking for Riprap, sub drains and 10 junction structures. Assumes twenty-eight (28) hours.

7. **Water Relocation**
   a. Water Mainline – Provide ones set of stakes for approximately 545 L.F. of water mainline. Stakes will be set at 25' intervals and at any change in horizontal and vertical direction. This item also includes staking for approximately 40 L.F. of saw cut and 100 L.F. of steel casing.

   b. Services – Provide one set of stakes for approximately 3 CTS stations. Offset will be referenced to centerline of CTS station.

   Assumes six (6) hours for water relocation staking.

8. **Additional Items of Work as Requested**
   Include an additional cost, of a two-man survey crew and field supervisor to verify grades, re-staking or provide miscellaneous stakes and or as-builts as directed by the City of Moreno Valley inspector. This fee would only be charged if the City request additional work. A signed time slip, by a City of Moreno Valley Inspector, will be provided with invoicing.

CITY OF MORENO VALLEY
CONSTRUCTION SURVEY SERVICES FOR
MORENO MASTER DRAINAGE PLAN LINE "F"
STAGE 2 CHANNEL IMPROVEMENTS
PROJECT NO. 804 0005 70 77

MORENO VALLEY
WHERE DREAMS SOAR

NOT-TO-EXCEED FEE SCHEDULE

1.	Meeting and Supervision	$5,220.00
2.	Office Calculations	$1,230.00
3.	Rough and Finish Grade Stake	$12,320.00
4.	Final Channel Staking – Concrete	$18,480.00
5.	Fence Staking	$3,080.00
6.	Storm Drain Pipe and Structures	$6,160.00
7.	Water Relocation Stakes	$1,320.00
8.	Additional Items of Work as Requested	$15,000.00
	TOTAL	**$62,810.00**

RICK™
ENGINEERING COMPANY

RICK™
ENGINEERING COMPANY

CHANNEL LINE "F" IMPROVEMENTS ~ PROJECT NO. 804 0005 70 77
HOURLY RATE SHEET – CALIFORNIA OFFICES
April 15, 2013 – Completion of Project No. 804 0005 70 77

Principal Consultant (Special Projects)	$ 225.00
Principal	205.00
Associate Principal	190.00
Associate/Manager	175.00
Expert Witness	300.00
Court Appearance per half day or part	1,200.00
Principal Project Engineer/Manager	150.00
Associate Project Engineer/Manager	140.00
Assistant Project Engineer/Manager	130.00
Principal Engineering Designer	115.00
Associate Engineering Designer	107.00
Assistant Engineering Designer	100.00
Principal Engineering Drafter	95.00
Associate Engineering Drafter	85.00
Assistant Engineering Drafter	75.00
Principal Construction Engineer/Manager	$150.00
Associate Construction Engineer/Manager	140.00
Assistant Construction Engineer/Manager	130.00
Principal Construction Technician	115.00
Associate Construction Technician	107.00
Assistant Construction Technician	100.00
Senior Transportation/Traffic Engineer	$185.00
Principal Transportation/Traffic Engineer	150.00
Associate Transportation/Traffic Engineer	140.00
Assistant Transportation/Traffic Engineer	130.00
Principal Transportation/Traffic Designer	115.00
Associate Transportation/Traffic Designer	107.00
Assistant Transportation/Traffic Designer	100.00
Director of Planning	$180.00
Principal Project Planner	170.00
Senior Project Planner	130.00
Assistant Project Planner	120.00
Senior Planner	125.00
Associate Planner	107.00
Assistant Planner	100.00
Senior Planning Technician	95.00
Associate Planning Technician	85.00
Assistant Planning Technician	75.00
Planning Assistant	65.00
Principal Water Resources Designer	$115.00
Associate Water Resources Designer	107.00
Assistant Water Resources Designer	100.00
Associate Environmental Project Manager	$125.00
Assistant Environmental Project Manager	115.00
Principal Environmental Specialist	107.00
Associate Environmental Specialist	102.00
Assistant Environmental Specialist	97.00
Environmental Technician	74.00
Principal Landscape Architect	$195.00
Associate Landscape Architect	140.00
Principal Project Landscape Architect/Manager	125.00
Associate Project landscape Architect/Manager	115.00
Assistant Project Landscape Architect/Manager	105.00
Principal Landscape Designer	97.00
Associate Landscape Designer	92.00
Assistant Landscape Designer	87.00
Principal Landscape Drafter	76.00
Associate Landscape Drafter	71.00
Assistant Landscape Drafter	65.00
Photogrammetry Supervisor	$135.00
Principal Photogrammetrist	110.00
Associate Photogrammetrist	100.00
Assistant Photogrammetrist	95.00
GIS Manager	$150.00
Principal GIS Analyst	$105.00
Associate GIS Analyst	100.00
Assistant GIS Analyst	93.00
Principal Computer Graphics Editor	95.00
Associate Computer Graphics Editor	85.00
Assistant Computer Graphics Editor	75.00
Field Supervisor	$120.00
One-person Survey Party (prevailing wage rate)	140.00
Two-person Survey Party (prevailing wage rate)	220.00
Three-person Survey Party (prevailing wage rate)	360.00
3D Laser Scanning Crew (One-Person)	$200.00
3D Laser Scanning Crew (Two Person)	240.00
3D Laser Scanning Crew (Three Person)	270.00
Principal 3D Laser Scanning Project Manager	$150.00
Associate 3D Laser Scanning Project Manager	140.00
Assistant 3D Laser Scanning Project Manager	130.00
Principal 3D Laser Scanning Specialist	$115.00
Associate 3D Laser Scanning Specialist	107.00
Assistant 3D Laser Scanning Specialist	100.00
Principal 3D Laser Scanning Technician	$95.00
Associate 3D Laser Scanning Technician	85.00
Assistant 3D Laser Scanning Technician	75.00
Computing & Mapping Director	$120.00
Principal Survey Analyst	105.00
Associate Survey Analyst	105.00
Assistant Survey Analyst	105.00
Associate Project Administrator	$60.00
Assistant Project Administrator	50.00
Administrative Assistant	60.00

When authorized, overtime shall be charged at the listed rates times 1.3.
Unless otherwise agreed upon, we shall charge for printing, reproduction, deliveries, transportation, and other expenses.
A ten (10) percent fee for administration, coordination and handling will be added to all subcontracted services.

MINUTES - REGULAR MEETING OF APRIL 23, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: May 14, 2013

TITLE: THIRD AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR BACKFLOW – TESTING, REPAIR AND REPLACEMENT SERVICES

RECOMMENDED ACTION

Recommendations:

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD Board): Approve the Third Amendment to the Independent Contractor Agreement ("Agreement") for Backflow Testing Services Project No. BDEMS/10, ("Third Amendment to Agreement for BDEMS/10") with E. R. Block Plumbing, Inc. (10910 Hole Avenue, Riverside, CA 92505) for replacement, repair and testing of backflow devices throughout each of the CSD maintained landscaped areas and Water Quality Basins.

2. Authorize the City Manager to execute the Third Amendment to the Agreement for BDEMS/10 with E. R. Block Plumbing, Inc.

3. Authorize an adjustment in the purchase order (PO) to E. R. Block Plumbing, Inc., for an increase of $15,752.88 when the Third Amendment to the Agreement for BDEMS/10 has been signed by all parties.

4. Authorize the City Manager to approve budget adjustments for CSD Zones D & E for backflow testing, repair and replacement services in the following amounts: a. Zone D in the amount of $25,571.02. b. Zone E in the amount of $12,292.40.

5. Authorize the City Manager to have authority to approve subsequent Amendments to the Agreement for BDEMS/10 for backflow testing, repair and replacement services; authority to approve increases to the purchase order for any Amendment to the Agreement for BDEMS/10 for a sum of up to a not-to-exceed (NTE) amount of $50,000.00; and authority to approve related budget adjustments for additional backflow replacements, testing and repairs, that may be necessary through the remainder of the 2012/13 fiscal year.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services. Zone E (extensive landscape maintenance), provides landscape maintenance services at full or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 Stoneridge Ranch), E-14 Mahogany Fields, E-15 (Celebration), E-16 (Shadow Mountain) and the NPDES water quality basins.

Maintenance provided to the CSD landscaped areas and NPDES water quality basins is performed via contract services by professionally licensed and insured contractors who perform landscape or specialty maintenance services. Landscape related specialty service agreements include such services as backflow testing, repair and replacement, which are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement ("Agreement").

The Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. "Base services" includes testing of the backflow devices.

"Additional work" is unanticipated, extra services that may be required and includes repair and replacement of backflow devices, as allowed per the Agreement or as provided in a supplementary proposal for specialty services. While efforts are made to anticipate additional, unexpected or emergency work at the beginning of a contracting term, extra work and/or unexpected occurrences can necessitate the Agreement to be amended to include costs associated with any added additional work that may be required prior to the end of the term of the Agreement.

DISCUSSION

Amendments

The Agreement for BDEMS/10, as extended for FY 2012/13, was authorized in the NTE amount of $34,240.00 ($4,240.32 for base maintenance services, $30,000.00 for additional work) for FY 2012/13.

The First Amendment to the Agreement for BDEMS/10 ("First Amendment") increased the NTE amount of the Agreement from $34,240.00 to $63,680.10 for an increase of $29,440.10 in additional work as a result of some 20 thefts of backflow devices throughout various CSD and NPDES landscaped areas. The First Amendment was entered into in February of 2013.

A Second Amendment to the Agreement for BDEMS/10 ("Second Amendment") further increased the NTE amount of the Agreement as extended for BDEMS/10. The amount of the Agreement increased from $63,680.10 to $93,273.56 for an increase of $29,593.46 in additional work, resulting from some 20 thefts and 3 attempted thefts of backflow equipment within the CSD and NPDES landscape maintenance areas. The Second Amendment was entered into in April of 2013.

A Third Amendment to the Independent Contractor Agreement ("Third Amendment") is being requested for backflow repairs and replacements to increase the NTE contract amount from $93,273.56 to $109,026.44, an increase of $15,752.88 to accommodate the most recent repairs and replacements of an additional nine stolen backflow devices.

Since December of 2012, thefts of backflow devices has accounted for some fifty-two (52) unanticipated repairs and/or replacements of damaged or stolen backflows in CSD landscaped areas and City maintained water quality basin locations. Backflows are required to prevent contamination of the water tables. Their replacement is of an emergency nature due to the public health and safety for potential water contamination, potential EMWD fines, and an impact to existing landscaping due to no irrigation.

Budget Adjustment

In addition to replants and replacement of irrigation parts, replacement and repair of backflows are paid from the additional work budget. The budgets for landscape zones affected by emergency repairs and replacements of the backflows have been able to absorb the unanticipated expenses, with the exception of Zone D and Zone E-14.

For Zone D, the additional work budget was approved at $18,500.00. A First Amendment included replacement costs for 20 stolen backflow devices of which 10 were from Zone D and were absorbed within the approved budget. The Second Amendment included replacement costs for 20 stolen backflow devices, of which 13 were from Zone D. The increase in replacement costs of $18,562.14 due from Zone D, created a shortfall in the additional work line item by $15,529.18. This Third Amendment includes the emergency replacement costs for an additional 6 backflows

within Zone D at a cost of $10,041.84, increasing the total shortfall in the additional work budget line item to $25,571.02.

The additional work budget for Zone E-14 was originally approved at $700.00. When the First Amendment was entered into, 5 of the 20 stolen backflows were from Zone E-14, which created a shortfall of $6,518.00 within its approved budget for additional work. When the Second Amendment was entered into, replacement costs for an additional 4 stolen backflows increased the shortfall by an additional $5,774.40, bringing the total shortfall to $12,292.40.

Future Authorization

Additionally, the CSD Board is being asked to grant the City Manager authority to approve future Amendments to the Agreement, including authorization to approve increases in the PO and necessary budget adjustments for up to a NTE amount of $50,000 for any additional backflow services required in the CSD landscaped or NPDES water quality basin landscaped areas where backflows devices may be stolen or damaged for the balance of the 2012/13 fiscal year.

ALTERNATIVES

1. Approve the Third Amendment to the Agreement with E. R. Block Plumbing, Inc. in the form attached hereto to provide necessary testing, repair and replacement services of the back flow devices, authorize the City Manager to execute said Third Amendment to the Agreement with E. R. Block Plumbing, Inc., and authorize an increase in the purchase order to E. R. Block Plumbing, Inc. in the amount of $15,752.88; authorize the City Manager to approve the budget adjustments for CSD Zone D in the amount of $25,571.02 and for CSD Zone E in the amount of $12,292.40 for backflow testing, repair and replacement services; and authorize the City Manager to have authority to approve subsequent Amendments to the Agreement for BDEMS/10, have the authority to approve increases to the purchase order for any Amendment to the Agreement for BDEMS/10, and make any budget adjustments that may be necessary for a sum of up to a not to exceed amount of $50,000.00 for additional backflow replacements, testing and repairs that may be necessary through the remainder of the 2012/13 fiscal year. *By selecting this alternative the CSD Board will prevent interruptions in providing necessary irrigation services and allow for funding of the additional backflow work to be performed within those CSD landscaped service areas for the 2012/13 fiscal year.*

2. Do not approve the Third Amendment to the Agreement with E. R. Block Plumbing, Inc. in the form attached hereto for backflow testing, repair and replacement services for continuation of landscape maintenance related services; do not authorize the City Manager to execute said Third Amendment to the Agreement with E. R. Block Plumbing, Inc.; do not authorize an increase in the purchase order to E. R. Block Plumbing Inc., in the amount of $15,752.88; do not authorize the City Manager to approve the budget adjustments for CSD Zone D in the amount of $25,571.02 and for CSD Zone E in the amount of $12,292.40 for backflow testing, repair and

replacement services; and do not authorize the City Manager to have authority to approve subsequent Amendments to the Agreement for BDEMS/10 and have the authority to approve increases to the purchase order, nor make any budget adjustments that may be necessary to the Amendment to the Agreement for BDEMS/10 for a sum of up to a not to exceed amount of $50,000.00 for additional backflow replacements, testing and repairs that may be necessary through the remainder of the 2012/13 fiscal year. *By selecting this alternative, the CSD Board may allow for a lapse in necessary additional maintenance services to be in each of the landscaped areas for backflow testing, repair and replacement services. Additionally, if the budget adjustment is not approved, funding to pay for the necessary emergency backflow replacements/repairs and testing will be deficient. Not authorizing the City Manager to approve additional Amendments to the Agreement or changes to the PO for future backflow repair/replacement and testing as a result of thefts of backflow devices for the remainder of the 2012/13 fiscal year could result in further deficiencies in compensating for backflow repair, replacement and testing services.*

FISCAL IMPACT

CSD Zones are funded through a property owner approved parcel charge, which is levied and collected on the property tax bills to pay for landscape maintenance and landscape maintenance related services. **These actions will not impact the City's General Fund.**

The following table represents the Adjustments to be made in the General Ledger Accounts to the Zone D & E budgets to accommodate the Amendment to the Agreement for BDEMS/10 backflow testing, repair, and replacement services.

Contractor	GL Account	Zone	Base Agreement Amount	2012/13 Additional Work Agreement Amount	2012/13 Agreement Total	2012/13 Adjustments	2012/13 Amended Agreement Total
E. R. Block Plumbing, Inc.	5111-30-79-25704-630332	D				$ 10,041.84	
	5013-30-79-25706-630332	E-1				$ 1,903.68	
	5013-30-79-25708-630332	E-2				$ 1,903.68	
	5013-30-79-25717-630332	E-15				$ 1,903.68	
	Backflow Agreement Total		$ 4,240.00	$ 89,033.56	$ 93,273.56	$ 15,752.88	$ 109,026.44

Budget Adjustment – Backflows:

Thefts of backflow devices have caused expenses for backflow testing and repair services to significantly increase, impacting Zone D and Zone E budgets for backflow expenditures. Due to these significant increased costs, a budget adjustment is necessary. The amount needed for the budget adjustment will come from Zone D and Zone E fund balances, which can accommodate these budget adjustments. The table

below represents the breakdown of the total budget adjustments needed in the amount of $37,863.42. All other CSD Zones that receive maintenance of the backflows have sufficient funding budgeted to accommodate added repair, replacement and testing services for FY 2012/13.

Service Area (Zone)	Contractor	GL Account Number	2012/13 Backflow Budget Amount	2012/13 Unanticipated Backflow Costs	2012/13 Budget Adjustment Required
Zone D	E. R. Block Plumbing, Inc.	5111-30-79-25704-630332	$ 18,500.00	$ 44,071.02	$ 25,571.02
Zone E-14	E. R. Block Plumbing, Inc.	5013-30-79-25716-630332	$ 700.00	$ 12,992.40	$ 12,292.40
			Totals	$ 57,063.42	$ 37,863.42

Additionally, the CSD Board is being asked to grant the City Manager authority to approve future Amendments to the Agreement for BDEMS/10 including authorization of budget adjustments up to a NTE amount of $50,000 to be used for replacement, repair, and testing costs for additional backflows devices that are stolen or damaged for the remainder of the 2012/13 fiscal year. This amount would be allocated from existing CSD fund balances.

CITY COUNCIL GOALS

Public Safety:

Approval of the Third Amendment to the Agreement for BDEMS/10 will allow for necessary repairs and replacement of backflow devices to help insure cleanliness and safety of the water available to the City for use.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1 – Third Amendment to the Agreement for BDEMS/10

Attachment 2 – Second Amendment to the Agreement for BDEMS/10

Attachment 3 – First Amendment to the Agreement for BDEMS/10

Attachment 4 – Agreement for BDEMS/10 for FY 2010/11, Extensions to the Agreement for BDEMS/10 for FY 2010/11, 2011/12, and 2012/13

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

THIRD AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT MORENO VALLEY COMMUNITY SERVICES DISTRICT BACKFLOW TESTING SERVICES

PROJECT & RFP NO. BDEMS/10

This Third Amendment to the Independent Contract Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT (CSD), a municipal corporation, hereinafter referred to as "CSD," and E. R. Block Plumbing, Inc., a California Corporation hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for PROJECT & RFP NO. BDEMS/10, hereinafter referred to as "Agreement," dated June 3, 2010; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform backflow testing and repair services throughout various CSD Zones as identified in the Agreement; and,

WHEREAS, an extension agreement was entered into on June 8, 2011, for the 2011/12 fiscal year ("FY"), the "First Extension Agreement"; and,

WHEREAS, an extension agreement was entered into on July 2, 2012, for the 2012/13 FY, the "Second Extension Agreement"; and,

WHEREAS, the Contractor has continued to perform satisfactorily to provide backflow testing and repair services; and,

WHEREAS, the Agreement allows for additional work to be performed at the rates as listed on Exhibit E, Additional Work Price List, page 59 of the Agreement; and,

THIRD AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
BACKFLOW TESTING SERVICES
PROJECT & RFP NO. BDEMS/10

WHEREAS, the estimated cost of providing services in accordance with the Second Extension Agreement was based upon a Not-to-Exceed (NTE) amount of $34,240.00 ($4,240.00 for base and $30,000.00 for additional work); and,

WHEREAS, a First Amendment to the Agreement, as extended under the Second Extension Agreement hereinafter referred to as ("First Amended Agreement") was entered into on February 19, 2013 to increase the NTE amount of the Agreement from $34,240.00 to $63,680.10 (an increase of $29,440.10) to cover additional services associated with the necessary replacement of stolen backflow devices; and,

WHEREAS, a Second Amendment to the Amended Agreement was entered into on April 2, 2013 to increase the NTE amount of the First Amended Agreement from $63,680.10 to $93,273.56 (an increase of $29,593.46) to cover additional services associated with the necessary replacement of stolen backflow devices; and

WHEREAS, it is desirable to amend the Second Amended Agreement as extended to increase the NTE amount from $93,273.56 ($4,240.00 for base and $89,033.56 for additional work), to $109,026.44 for which the added cost of $15,752.88 for additional work is to accommodate the necessary labor and materials costs associated with the replacement of stolen and repair of existing backflow devices, located within the various landscape Zones and NPDES areas as identified on Exhibit A, and incorporated herein; and,

WHEREAS, the Contractor has submitted written proposals for each area where the added work is required for estimated replacement and actual repair costs of $15,752.88, copies of which are attached as Exhibit "B" to this Third Amendment, and incorporated herein by this reference.

THIRD AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
BACKFLOW TESTING SERVICES
PROJECT & RFP NO. BDEMS/10

SECTION 1.1 AMENDMENT to the EXTENSION AGREEMENT:

1.1 Amend the Additional Work Amount of the Amended Agreement, Section 4, from the NTE amount of $89,033.56 to $104,786.44 to accommodate the labor and material costs for certain repairs and replacement of necessary stolen irrigation equipment, as more specifically described on Exhibit "B" attached hereto this Third Amendment for a total NTE amount of $109,026.44 ($4,240.00 for base and $104,786.44 for additional work).

SECTION 2. AGREEMENT

2.1 Except as otherwise specifically provided in this Third Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

THIRD AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
BACKFLOW TESTING SERVICES
PROJECT & RFP NO. BDEMS/10

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District

Date: _____

Contractor: E. R. Block Plumbing, Inc.

By: _____
Title: (President or Vice President)

Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: _____

Affix Corporate Seal Below
(If applicable)

FY 2012/13
Estimated Backflow Service Costs

	Testing (6261)				Additional Services				
Zone	Cost per test	# of Backflows	Total Annual Cost	Testing (6261)	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D	$ 20.00	120	$ 2,400.00	$ -	$ 4,600.00	$ 4,000.00	$ 8,600.00	$ 11,000.00
M	$ 20.00	26	$ 520.00	$ -	$ 600.00	$ 1,600.00	$ 2,200.00	$ 2,720.00
S	$ 20.00	4	$ 80.00	$ -	$ 900.00	$ 800.00	$ 1,700.00	$ 1,780.00
E-1	$ 20.00	14	$ 280.00	$ -	$ 300.00	$ 1,600.00	$ 1,900.00	$ 2,180.00
E-1A	$ 20.00	2	$ 40.00	$ -	$ 1,200.00	$ 900.00	$ 2,100.00	$ 2,140.00
E-2	$ 20.00	24	$ 480.00	$ -	$ 900.00	$ 1,600.00	$ 2,500.00	$ 2,980.00
E-3	$ 20.00	7	$ 140.00	$ -	$ 600.00	$ 1,600.00	$ 2,200.00	$ 2,340.00
E-3A	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-4	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-4A	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-7	$ 20.00	3	$ 60.00	$ -	$ 900.00	$ 800.00	$ 1,700.00	$ 1,760.00
E-8	$ 20.00	1	$ 20.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,120.00
E-12	$ 20.00	2	$ 40.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,140.00
E-14	$ 20.00	3	$ 60.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,160.00
E-15	$ 20.00	1	$ 20.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,120.00
E-16	$ 20.00	5	$ 100.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,200.00
NPDES	$ 20.00	25	$ -	$ 500.00	$ 300.00	$ 800.00	$ 1,100.00	$ 1,600.00
			$ 4,240.00	$ 500.00	$ 11,800.00	$ 17,700.00	$ 29,500.00	$ 34,240.00

Added Additional Services

Zone	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
16769	$ 450.00	$ 1,453.68	$ 1,903.68	
20404	$ 450.00	$ 710.64	$ 1,160.64	
20715	$ 450.00	$ 1,248.48	$ 1,698.48	
22277	$ 450.00	$ 1,453.68	$ 1,903.68	
24721	$ 450.00	$ 993.60	$ 1,443.60	
30027	$ 225.00	$ 642.60	$ 867.60	
30967	$ 450.00	$ 993.60	$ 1,443.60	
31269	$ 450.00	$ 1,248.48	$ 1,698.48	
31284	$ 450.00	$ 1,453.68	$ 1,903.68	
32625	$ 450.00	$ 993.60	$ 1,443.60	$ 15,467.04
E-3	$ 450.00	$ 993.60	$ 1,443.60	$ 1,443.60
E-14	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	$ 7,218.00
M	$ 450.00	$ 1,453.68	$ 1,903.68	
	$ 450.00	$ 710.64	$ 1,160.64	$ 3,064.32
NPDES	$ 450.00	$ 710.64	$ 1,160.64	
	$ 357.50	$ 729.00	$ 1,086.50	$ 2,247.14
* Includes tax on material parts			First Amendment Costs	$ 29,440.10
			Total Original Agreement & First Amendment Costs	$ 63,680.10

Added Additional Services

Zone	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
33256	$ 450.00	$ 710.64	$ 1,160.64	
31591	$ 450.00	$ 993.60	$ 1,443.60	
22276	$ 450.00	$ 1,453.68	$ 1,903.68	
22277	$ 450.00	$ 1,453.68	$ 1,903.68	
21597	$ 450.00	$ 1,453.68	$ 1,903.68	
21113	$ 450.00	$ 1,453.68	$ 1,903.68	
20404	$ 450.00	$ 993.60	$ 1,443.60	
30967	$ 450.00	$ 993.60	$ 1,443.60	
20660	$ 450.00	$ 993.60	$ 1,443.60	
19799	$ 450.00	$ 710.64	$ 1,160.64	
20525	$ 450.00	$ 993.60	$ 1,443.60	
31424	$ 450.00	$ 710.64	$ 1,160.64	
13576/19080/19081	$ 112.50	$ 135.00	$ 247.50	$ 18,562.14
E-1	$ 200.00	$ 216.00	$ 416.00	$ 416.00
E-3	$ 450.00	$ 1,453.68	$ 1,903.68	$ 1,903.68
E-14	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	$ 5,774.40
M	$ 112.50	$ 54.00	$ 166.50	$ 166.50
NPDES	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 710.64	$ 1,160.64	
	$ 112.50	$ 54.00	$ 166.50	$ 2,770.74
* Includes tax on material parts			Second Amendment Costs	$ 29,593.46
			Total Orginal Agreement, First and Second Amendment Costs	$ 93,273.56

Zone	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
16769	$ 450.00	$ 1,453.68	$ 1,903.68	
16769 [1]	$ 450.00	$ 993.60	$ 1,443.60	
19852	$ 450.00	$ 1,453.68	$ 1,903.68	
20525	$ 450.00	$ 993.60	$ 1,443.60	
22371	$ 450.00	$ 1,453.68	$ 1,903.68	
27256	$ 450.00	$ 993.60	$ 1,443.60	$ 10,041.84
E-1	$ 450.00	$ 1,453.68	$ 1,903.68	$ 1,903.68
E-2	$ 450.00	$ 1,453.68	$ 1,903.68	$ 1,903.68
E-15	$ 450.00	$ 1,453.68	$ 1,903.68	$ 1,903.68
* Includes tax on material parts			Third Amendment Costs	$ 15,752.88
			Total Orginal Agreement, First, Second and Third Amendment Costs	$ 109,026.44

[1] Second loction

Exhibit A

D
K. 1679

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 1

Proposal submitted to: city of moreno valley	Date: 3-2-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: EUCALYPTUS / PEPPER BUSH	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 1/2 INCH BACKFLOW.

PARTS 1,346.00

TAX 107.68

LABOR 450.00

TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature: _____

EXHIBIT B

D Tr. 1699

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #

Proposal submitted to: city of moreno valley	Date: 3-6-13
Address: 14325 frederick st ste 9	Phone: 4-9-13
City, State, Zip Code moreno valley ca 92552	
Job location: EUCALYPTUS / Nine Bark	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1½ INCH BACKFLOW.

PARTS 920.00

TAX 73.60

LABOR 450.00

TOTAL 1443.60

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature: _____

Qu. 1983

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: Cotton wood / Bunny Pass	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW

PARTS 1,346.00

TAX 107.68

LABOR 450.00

TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

$1903.68

D. 20525
K.

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #7

Proposal submitted to: city of moreno valley	Date: 3-27-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: e Eucalyptus / Motecito	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature _____
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 1/2 INCH BACKFLOW.

PARTS 920.00

TAX 73.60

LABOR 450.00

TOTAL 1,443.60

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

1443.60

D 2371

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #3

Proposal submitted to: city of moreno valley	Date: 3-2-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: Kitching / Atwood	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW.

PARTS 1,346.00

TAX 107.68

LABOR 450.00

TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature: _____

1903.68

P. 27526
Tr. 2

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #

Proposal submitted to: city of moreno valley	Date: 8-5-13
Address: 14325 frederick st ste 9	Phone: 4-9-13
City, State, Zip Code moreno valley ca 92552	
Job location: LASSIE / MAKE NMA	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature _____
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 1/2 INCH BACKFLOW.

PARTS 920.00

TAX 73.60

LABOR 450.00

TOTAL 1,443.60

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: EL SWORTH / BRACOA	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW.

PARTS 1,346.00

TAX 107.68

LABOR 450.00

TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature: _____

1903.68

E-2

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #

Proposal submitted to: city of moreno valley	Date: ~~3-5-13~~
Address: 14325 frederick st ste 9	Phone: 4-9-13
City, State, Zip Code moreno valley ca 92552	
Job location: CARTAGENA / MORAIRA	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW.

PARTS 1,346

TAX 107.68

LABOR 450.00

TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

E-15

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 2

Proposal submitted to: city of moreno valley	Date: 3-27-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: Nason / Delphinium	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature Dalm
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW.

PARTS 1,346.00

TAX 107.68

LABOR 450.00

TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature: _____

1903.68

SECOND AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT BACKFLOW TESTING SERVICES

PROJECT & RFP NO. BDEMS/10

This Second Amendment to the Independent Contract Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT (CSD), a municipal corporation, hereinafter referred to as "CSD," and E. R. Block Plumbing, Inc., a California Corporation hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for PROJECT & RFP NO. BDEMS/10, hereinafter referred to as "Original Agreement," dated June 3, 2010; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform backflow testing and repair services throughout various CSD Zones as identified in the Original Agreement; and,

WHEREAS the contractor has continued to perform satisfactorily to provide backflow testing and repair services and has been granted annual extensions to the Agreement, in accordance with the terms of the Agreement, which most recently was approved on July 2, 2012, for the contract term of July 1, 2012 to June 30, 2013; and,

WHEREAS, the Original Agreement allows for additional work to be performed at the rates as listed on Exhibit E, Additional Work Price List, page 59 of the Agreement; and,

WHEREAS, the estimated cost of providing services for the 2012/13 fiscal year was based upon a Not-to-Exceed (NTE) amount of $34,240.00 ($4,240.00 for base and $30,000.00 for additional work); and,

WHEREAS a First Amendment to the Original Agreement, as extended hereinafter referred to as ("Amended Agreement") was entered into on February 19, 2013 to increase the

NTE amount of the Agreement from $34,240.00 to $63,680.10 (an increase of $29,440.10) to cover additional services associated with the necessary replacement of stolen backflow devices; and,

WHEREAS it is desirable to amend the Original Agreement as extended a second time to increase the NTE amount of the Amended Agreement from $63,680.10 ($4,240.00 for base and $59,440.10 for additional work), to $93,273.56 for which the added cost of $29,593.46 for additional work is to accommodate the necessary labor and materials costs associated with the replacement of stolen and repair of existing backflow devices, located within the various landscape Zones and NPDES areas as identified on Exhibit A, and incorporated herein; and,

WHEREAS, the Contractor has submitted written proposals for each area where the added work is required for estimated replacement and actual repair costs of $29,593.46, copies of which are attached as Exhibit "B" to this Second Amendment, and incorporated herein by this reference.

SECTION 1.1 AMENDMENT to the EXTENSION AGREEMENT:

1.1 Amend the Additional Work Amount of the Amended Agreement, Section 4, from the NTE amount of $59,440.10 to $89,033.56 to accommodate the labor and material costs for certain repairs and replacement of necessary stolen irrigation equipment, as more specifically described on Exhibit "B" attached hereto this Second Amendment.

SECTION 2. AGREEMENT

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

SECOND AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
BACKFLOW TESTING SERVICES
PROJECT & RFP NO. BDEMS/10

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: Michelle Dawson
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District
Date: 4/2/13

Contractor

By: Stacy Ross
Title: (President or Vice President)
Date: 3-21-13

By:
Title: Corporate Secretary or Assistant Secretary
(If applicable)
Date:

Affix Corporate Seal Below
(If applicable)

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

Suzanne Bryant
City Attorney

3-28-13
Date

RECOMMENDED FOR APPROVAL:

Richard Teichert
Department Head

4/1/13
Date

FY 2012/13
Estimated Backflow Service Costs

	Testing (6261)			Additional Services				
Zone	Cost per test	# of Backflows	Total Annual Cost	Testing (6261)	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D	$ 20.00	120	$ 2,400.00	$ -	$ 4,600.00	$ 4,000.00	$ 8,600.00	$ 11,000.00
M	$ 20.00	26	$ 520.00	$ -	$ 600.00	$ 1,600.00	$ 2,200.00	$ 2,720.00
S	$ 20.00	4	$ 80.00	$ -	$ 900.00	$ 800.00	$ 1,700.00	$ 1,780.00
E-1	$ 20.00	14	$ 280.00	$ -	$ 300.00	$ 1,600.00	$ 1,900.00	$ 2,180.00
E-1A	$ 20.00	2	$ 40.00	$ -	$ 1,200.00	$ 900.00	$ 2,100.00	$ 2,140.00
E-2	$ 20.00	24	$ 480.00	$ -	$ 900.00	$ 1,600.00	$ 2,500.00	$ 2,980.00
E-3	$ 20.00	7	$ 140.00	$ -	$ 600.00	$ 1,600.00	$ 2,200.00	$ 2,340.00
E-3A	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-4	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-4A	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-7	$ 20.00	3	$ 60.00	$ -	$ 900.00	$ 800.00	$ 1,700.00	$ 1,760.00
E-8	$ 20.00	1	$ 20.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,120.00
E-12	$ 20.00	2	$ 40.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,140.00
E-14	$ 20.00	3	$ 60.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,160.00
E-15	$ 20.00	1	$ 20.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,120.00
E-16	$ 20.00	5	$ 100.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,200.00
NPDES	$ 20.00	25	$ -	$ 500.00	$ 300.00	$ 800.00	$ 1,100.00	$ 1,600.00
			$ 4,240.00	$ 500.00	$ 11,800.00	$ 17,700.00	$ 29,500.00	$ 34,240.00

	Added Additional Services			
Zone				
D	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
16769	$ 450.00	$ 1,453.68	$ 1,903.68	
20404	$ 450.00	$ 710.64	$ 1,160.64	
20715	$ 450.00	$ 1,248.48	$ 1,698.48	
22277	$ 450.00	$ 1,453.68	$ 1,903.68	
24721	$ 450.00	$ 993.60	$ 1,443.60	
30027	$ 225.00	$ 642.60	$ 867.60	
30967	$ 450.00	$ 993.60	$ 1,443.60	
31269	$ 450.00	$ 1,248.48	$ 1,698.48	
31284	$ 450.00	$ 1,453.68	$ 1,903.68	
32625	$ 450.00	$ 993.60	$ 1,443.60	$ 15,467.04
E-3	$ 450.00	$ 993.60	$ 1,443.60	$ 1,443.60
E-14	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	$ 7,218.00
M	$ 450.00	$ 1,453.68	$ 1,903.68	
	$ 450.00	$ 710.64	$ 1,160.64	$ 3,064.32
NPDES	$ 450.00	$ 710.64	$ 1,160.64	
	$ 357.50	$ 729.00	$ 1,086.50	$ 2,247.14
* Includes tax on material parts			First Amendment Costs	$ 29,440.10
			Total Original Agreement & First Amendment Costs	$ 63,680.10

	Added Additional Services			
Zone				
D	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
33256	$ 450.00	$ 710.64	$ 1,160.64	
31591	$ 450.00	$ 993.60	$ 1,443.60	
22276	$ 450.00	$ 1,453.68	$ 1,903.68	
22277	$ 450.00	$ 1,453.68	$ 1,903.68	
21597	$ 450.00	$ 1,453.68	$ 1,903.68	
21113	$ 450.00	$ 1,453.68	$ 1,903.68	
20404	$ 450.00	$ 993.60	$ 1,443.60	
30967	$ 450.00	$ 993.60	$ 1,443.60	
20660	$ 450.00	$ 993.60	$ 1,443.60	
19799	$ 450.00	$ 710.64	$ 1,160.64	
20525	$ 450.00	$ 993.60	$ 1,443.60	
31424	$ 450.00	$ 710.64	$ 1,160.64	
13576/19080/19081	$ 112.50	$ 135.00	$ 247.50	$ 18,562.14
E-1	$ 200.00	$ 216.00	$ 416.00	$ 416.00
E-3	$ 450.00	$ 1,453.68	$ 1,903.68	$ 1,903.68
E-14	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	$ 5,774.40
M	$ 112.50	$ 54.00	$ 166.50	$ 166.50
NPDES	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 710.64	$ 1,160.64	
	$ 112.50	$ 54.00	$ 166.50	$ 2,770.74
* Includes tax on material parts			Second Amendment Costs	$ 29,593.46
			Total Orginal Agreement, First and Second Amendment Costs	$ 93,273.56

Exhibit A

D
Tr. 33256

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 512

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: FIR ST TR 33256	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature _____
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 INCH BACKFLOW.

PARTS 658.00

TAX 52.64

LABOR 450.00

TOTAL 1160.64

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

EXHIBIT B

D
Tr. 31591

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # S 6

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: Morrison / eucalyptus	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature _____
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 1/2 INCH BACKFLOW.

PARTS 920.00

TAX 73.60

LABOR 450.00

TOTAL 1,443.60

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

D
Tr. 22276

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 59

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: FIR / Morrison	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature _____
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW.

PARTS 1,346.00

TAX 107.68

LABOR 450.00

TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

D
Tr. 22277

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 514

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: NW/CORNER FIR AND MORRISON	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW.

PARTS 1,346.00

TAX 107.68

LABOR 450.00

TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

O
TI. 21597

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 57

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: ON CACTUS / KITCHING	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW.

PARTS 1,346.00

TAX 107.68

LABOR 450.00

TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

0
Tr. 2113

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 5 1

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: INDIAN / SUPERIOR	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature _____
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW.

PARTS 1,346.00

TAX 107.68

LABOR 450.00

TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

D
Tr. 20404

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # S3

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: KRAMERIA / WIND BREAK	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature _____
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1½ INCH BACKFLOW.

PARTS 920.00

TAX 73.60

LABOR 450.00

TOTAL 1,443.60

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

D.
TR. 30967

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 52

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: KRAMERIA / ORIN	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature Dal
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 1/2 INCH BACKFLOW.

PARTS 920.00

TAX 73.60

LABOR 450.00

TOTAL 1,443.60

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

D
Tr. 20660

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 54

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: KITCHING / LURIN	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature Dave Ross
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 1/2 INCH BACKFLOW.

PARTS 920.00

TAX 73.60

LABOR 450.00

TOTAL 1,443.60

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

D
Tr. 19799

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 518

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: Kitching / Wedmore	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 INCH BACKFLOW.

PARTS 658.00

TAX 52.64

LABOR 450.00

TOTAL 1,160.64

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

D
Tr. 20535

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # S 17

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: EL CAMINO / LASSELLE	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature _____
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 1/2 INCH BACKFLOW.

PARTS 920.00

TAX 73.60

LABOR 450.00

TOTAL 1,443.60

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

O
Tr. 31424

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 5 5

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: EUCALYPTUS / AT DEAD END OFF REDLANDS	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 INCH BACKFLOW.

PARTS 658.00

TAX 52.64

LABOR 450.00

TOTAL 1,160.64

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

PROMPT PROFESSIONAL SERVICE

E.R. BLOCK PLUMBING, INC.

10910 HOLE AVE., RIVERSIDE, CALIFORNIA 92505
PHONE (951) 687-4011 FAX (951) 687-0801
SAN BERNARDINO PHONE (909) 889-5457
CA STATE CONT. LIC. # 675567

INVOICE NUMBER	111698
INVOICE DATE	2/15/13
REFERENCE	118647

D
Tr. 13576/19080/19081

SERVICE ADDRESS:
CITY OF MORENO VALLEY
22894 IRONWOOD AVE
MORENO VALLEY, CA 92557

A FINANCE CHARGE 1.5% PER MONTH WILL BE ADDED TO YOUR ACCOUNT IF THE BALANCE IS NOT PAID IN FULL BY THE 10TH OF THE FOLLOWING MONTH AFTER BILLING DATE

BILL TO:
CITY OF MORENO VALLEY-CSD
ATTN DAN MONTO
14177 FREDERICK ST.
MORENO VALLEY, CA 925539014

PURCHASE ORDER NO.	CUST. NO	SLSMN	TERMS	TAX CD	LOC	SHIP VIA	SHIP DATE
2013-00000963	13348	3	1 NET 30		1		

PART NO.	DESCRIPTION	QTY. BILLED	PRICE	N	EXTENSION
WO #: 111698	TECHNICIAN: 57				
M	REPAIR KIT	1.00	125.00		125.00
L	LABOR	1.00	112.50		112.50

2013 FEB 19 PM 1:49
CITY OF MORENO VALLEY SPECIAL DISTRICTS

SUB TOTAL	SALES TAX	FREIGHT	TOTAL
237.50	10.00		247.50

MV00199612

Proposal

E-1

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 519

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: Elsworth / Dracea	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW RISER ONLY

PARTS 200.00

TAX 16.00

LABOR 225.00

TOTAL 441.00

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

E-3

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 513

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: Kitching / KRAMERIA	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW.

PARTS 1,346.00

TAX 107.68

LABOR 450.00

TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

E-14

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 56

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: ALESSANDRO / MORRISON	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature _____
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 1/2 INCH BACKFLOW.

PARTS 920.00

TAX 73.60

LABOR 450.00

TOTAL 1443.60

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

E-111

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 58

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: MORRISON / BAY	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 1/2 INCH BACKFLOW.

PARTS 920.00

TAX 73.60

LABOR 450.00

TOTAL 1,443.60

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E-14

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 517

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: Cotton wood And morrison	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1½ INCH BACKFLOW.

PARTS 920.00

TAX 73.60

LABOR 450.00

TOTAL 1,443.60

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E-14

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 515

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: ALESSANDRO / MORRISON	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 1/2 INCH BACKFLOW.

PARTS 920.00

TAX 73.60

LABOR 450.00

TOTAL 1,443.60

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

WQB
Tr. 33437

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 511

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: Rio Bravo TR 33437	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature _____
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 INCH BACKFLOW.

PARTS 658.00

TAX 52.64

LABOR 450.00

TOTAL 1,160.64

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

WOB Tr. 31269

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 516

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: ALESSANDRO / MORRISON Second Device on same corner	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature _____
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1½-INCH BACKFLOW.

PARTS 920.00

TAX 73.60

LABOR 450.00

TOTAL 1443.60

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

PROMPT PROFESSIONAL SERVICE

E.R. BLOCK PLUMBING, INC.

10910 HOLE AVE., RIVERSIDE, CALIFORNIA 92505
PHONE (951) 687-4011 FAX (951) 687-0801
SAN BERNARDINO PHONE (909) 889-5457
CA STATE CONT. LIC. # 675567

INVOICE NUMBER	111696
INVOICE DATE	2/15/13
REFERENCE	118645

WOB
TR. 33437

SERVICE ADDRESS:
CITY OF MORENO VALLEY
RIO BRAVO
MORENO VALLEY, CA 92557

A FINANCE CHARGE 1.5% PER MONTH WILL BE ADDED TO YOUR ACCOUNT IF THE BALANCE IS NOT PAID IN FULL BY THE 10TH OF THE FOLLOWING MONTH AFTER BILLING DATE

BILL TO:
CITY OF MORENO VALLEY-CSD
ATTN DAN MONTO
14177 FREDERICK ST.
MORENO VALLEY, CA 925539014

PURCHASE ORDER NO.	CUST NO.	SLSMN	TERMS	TAX CD	LOC	SHIP VIA	SHIP DATE
2013-00000963	133483		1 NET 30		1		

PART NO.	DESCRIPTION	QTY BILLED	PRICE	N	EXTENSION
WO #: 111696	TECHNICIAN: 57				
M	REPAIR KIT	1.00	50.00		50.00
L	LABOR	1.00	112.50	*	112.50

2013 FEB 19 PM 1:49
CITY OF MORENO VALLEY
SPECIAL DISTRICTS

SUB-TOTAL	SALES TAX	FREIGHT	TOTAL
162.50	4.00		166.50

MV00199621

PROMPT PROFESSIONAL SERVICE

E.R. BLOCK PLUMBING, INC.

10910 HOLE AVE., RIVERSIDE, CALIFORNIA 92505
PHONE (951) 687-4011 FAX (951) 687-0801
SAN BERNARDINO PHONE (909) 889-5457
CA STATE CONT. LIC. # 675567

INVOICE NUMBER	111697
INVOICE DATE	2/15/13
REFERENCE	118646

SERVICE ADDRESS:
CITY OF MORENO VALLEY
ALESSANDRO BLVD
MORENO VALLEY, CA 92557

Zone M

A FINANCE CHARGE 1.5% PER MONTH WILL BE ADDED TO YOUR ACCOUNT IF THE BALANCE IS NOT PAID IN FULL BY THE 10TH OF THE FOLLOWING MONTH AFTER BILLING DATE

BILL TO:
CITY OF MORENO VALLEY-CSD
ATTN DAN MONTO
14177 FREDERICK ST.
MORENO VALLEY, CA 925539014

PURCHASE ORDER NO	CUST NO	SLSMN	TERMS	TAX CD	LOC	SHIP VIA	SHIP DATE
2013-00000963	133483		1 NET 30		1		

PART NO	DESCRIPTION	QTY BILLED	PRICE	N	EXTENSION
WO #: 111697	TECHNICIAN: 57				
M	REPAIR KIT	1.00	50.00		50.00
L	LABOR	1.00	112.50	*	112.50

CITY OF MORENO VALLEY SPECIAL DISTRICTS
2013 FEB 19 PM 1:49

SUB-TOTAL		SALES TAX	FREIGHT	TOTAL
162.50		4.00		166.50

MV00199622

ERBLO-2 OP ID: SG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/28/13

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

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

PRODUCER
Alliant Insurance Services,Inc
(Lic-0C36861)
735 Carnegie Drive, Ste 200
San Bernardino, CA 92408
Chuck Shanklin, CIC
909-886-9861
909-886-2013

CONTACT NAME: Kennail Goad
PHONE (A/C, No, Ext): 909-474-8770 FAX (A/C, No): 909-886-2013
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Golden Eagle Insurance Corp A(XV) NA	10836
INSURER B : Preferred Employers Insurance A+(XV) CA	10900
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
E R Block Plumbing
10910 Hole Avenue
Riverside, CA 92505

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		CBP8429805	03/01/13	03/01/14	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X		BA8830628	03/01/13	03/01/14	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WKN10325513	09/01/12	09/01/13	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Property Section Special Form R/C			CBP8429805	03/01/13	03/01/14	See below	if applies

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

All Plumbing opertions pertaining to named insured for certholder. the City of Moreno Valley and the Moreno Valley Community Services District & Redevelopment Ageny of Moreno Valley are add'l insd as respects gen'l liab per GECG602 09/04; add'l insd as respects auto liab per GECA701 01/07.

Approved
SMB 3-28-13
By Date

CERTIFICATE HOLDER CIMOR02

City of Moreno Valley
Public Works Dept
Spec Districts Admin
P O Box 1440
Moreno Valley, CA 92338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Chuck Shanklin

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Policy No: CBP8429805

COMMERCIAL LIABILITY GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

2. Exclusions
   Item 2.g. 2) is replaced with the following:
   2.g. 2) A watercraft you do not own that is:
   a) less than 50 feet long; and
   b) Not being used to carry persons or property for a charge.

   Item 2.g. 6) is added:
   6) An aircraft in which you have no ownership interest and that you have chartered with crew.

   The last paragraph OF 2. Exclusions is replaced with the following:

   Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

SECTION I – COVERAGES

COVERAGE C. MEDICAL PAYMENTS

If Medical Payments Coverage is provided under this policy, the following is changed:

3. Limits
   The medical expense limit provided by this policy shall be the greater of:
   a. $10,000; or
   b. The amount shown in the declarations.

Coverage C:. Medical Payments is primary and not contributing with any other insurance, even if that other insurance is also primary.

The following is added:

COVERAGE D. PRODUCT RECALL NOTIFICATION EXPENSES

Insuring Agreement

We will pay "product recall notification expenses" incurred by you for the withdrawal of your products, provided that
a. Such withdrawal is required because of a determination by you during the policy period, that the use or consumption of your products could result in "bodily injury" or "property damage"; and
b. The "product recall notification expenses" are incurred and reported to us during the policy period.

The most we will pay for "product recall notification expenses" during the policy period is $100,000.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

Item b. and d.are replaced with:

b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

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MV00199624

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to $500 a day because of time off from work.

SECTION II – WHO IS AN INSURED

Item 4. is replaced with:

4. Any subsidiaries, companies, corporations, firms or organizations you acquire or form during the policy period over which you maintain a controlling interest of greater than 50% of the stock or assets, will qualify as a Named Insured if;
   a) you have the responsibility of placing insurance for such entity; and
   b) coverage for the entity is not otherwise more specifically provided, and
   c) the entity is incorporated or organized under the laws of the United States of America.

However, coverage under this provision does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the entity, or "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the entity.

Coverage under the provision is afforded only under the end of the policy period, or the twelve (12) month anniversary of the policy inception date whichever is earlier.

SECTION III – LIMITS OF INSURANCE

Paragraph 2 is amended to include:

The General Aggregate Limit of Insurance applies separately to each "location" owned by you, rented to you, or occupied by you with the permission of the owner.

Paragraph 6 is replaced with the following:

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, or managed by you under a written agreement with the owner, arising out of any one fire, explosion or sprinkler leakage incident.

The Fire Damage Limit provided by this policy shall be the greater of.

a. $500,000 or
b. The amount shown in the Declarations.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

Item 2.a. is replaced with:

2. Duties in the Event of Occurrence, Offense, claim or Suit
   a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the "occurrence", offense, claim or "suit". Knowledge of an "occurrence", offense, claim or "suit" by other employee(s) does not imply you also have such knowledge. To the extent possible, notice to us should include:
      1) How, when and where the "occurrence" or offense took place;
      2) The names and addresses of any injured persons and witnesses; and
      3) The nature and location of any injury or damage arising out of the "occurrence", offense, claim or "suit".

Item 4.b. 1) b) is replaced with:

b. Excess Insurance
   1) b) That is Fire, Explosion or Sprinkler Leakage Insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, or

Item 6. is amended to include:

6. Representations
   2) If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 8 is replaced with:

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MV00199625

8. Transfer of Rights of Recovery Against Others To Us
   a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.
      b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under that written "insured contract" for that person or organization and included in the "products-completed operations hazard".

Item 10. and Item 11. are added:

10. Cancellation Condition

    If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 60 days prior to the effective date of cancellation.

11. Liberalization
    If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

SECTION V – DEFINITIONS

The following definitions are added or changed:

9. "Insured contract"
   a. Is changed to:
   a. A Contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an "insured contract".

23 and 24 are added:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
24. "Product recall notification expenses" means the reasonable additional expenses (including, but not limited to, cost of correspondence, newspaper and magazine advertising, radio or television announcements and transportation cost), necessarily incurred in arranging for the return of products, but excluding costs of the replacement products and the cash value of the damaged products.

The following Provisions are also added to this Coverage Part:

A. ADDITIONAL INSUREDS-BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is not entitled to any notices that we are required to send to the Named Insured and is an additional insured only with respect to liability arising out of.
   a. Your ongoing operations performed for that person or organization; or
   b. Premises or facilities owned or used by you.

With respect to provision 1.a. above, a person's or organization's status as an insured under this endorsement ends when your operations for that person or organization are completed.

With respect to provision 1.b. above, a person's organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises or facilities ends.

2. This endorsement provision A. does not apply:
   a. Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury", "property damage" or "personal and advertising injury",
   b. To "bodily injury" or "property damage" occurring after:
      (1) All work, including materials, parts or equipment furnished in connection with such work, in the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

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MV00199626

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

c. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(2) Supervisory, inspection, architectural or engineering activities.

d. To "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.

e. To any person or organization included as an insured under provision B. of this endorsement.

f. To any person or organization included as an insured by a separate additional insured endorsement issued by us and made a part of this policy.

B. ADDITIONAL INSURED – VENDORS

Paragraph 2. under SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization (referred to below as "vendor") with whom you agreed, in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions.

1. The insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.

b. Any express warranty unauthorized by you.

c. Any physical or chemical change in the product made intentionally by the vendor.

d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or substitution of parts under instructions from the manufacturer, and then repackaged in the original container.

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations except such operations performed at the vendor's premises in connection with the sale of the product.

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor, or

h. To "bodily injury" or "property damage" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.

2. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

Includes copyrighted Material of Insurance Services Offices Inc. with its permission

FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT BACKFLOW TESTING SERVICES

PROJECT & RFP NO. BDEMS/10

This First Amendment to the Independent Contract Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT (CSD), a municipal corporation, hereinafter referred to as "City," and E. R. Block Plumbing, Inc., a California Corporation hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for PROJECT & RFP NO. BDEMS/10, hereinafter referred to as "Agreement," dated June 3, 2010; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform backflow testing and repair services throughout various CSD Zones as identified in the Agreement; and,

WHEREAS, the backflow devices for NPDES are located in Tracts within the boundaries of Zones D, E, M, and S, which require testing and maintenance services as outlined in the Agreement; and,

WHEREAS, the estimated cost of providing those services for the 2012/13 fiscal year are listed on Exhibit "A" of this First Amendment; and,

WHEREAS, the original Agreement allows for additional work to be performed at the rates as listed on Exhibit E, Additional Work Price List, page 59 of the Agreement; and,

WHEREAS the contractor has continued to perform satisfactorily to provide backflow testing and repair services and has been granted extensions to the Agreement; and,

WHEREAS it is desirable to increase the NTE amount of the Extension Agreement dated July 2, 2012, for the contract term of July 1, 2012 to June 30, 2013, from $34,240 ($4,240.00 for base and $30,000.00 for additional work) to $63,680.10 ($4,240.00 for base and $59,440.10 for

additional work), for which the added cost of $29,440.10 in the additional work is to accommodate the necessary labor and materials costs associated with the added additional services associated with the replacement of backflow devices, located within the various landscape Zones and NPDES areas as identified on Exhibit A, and incorporated herein; and,

WHEREAS, the Contractor has submitted written proposals for each area where the added work is required, the copies of which are attached as Exhibit "B" to this Amendment, and incorporated herein by this reference.

SECTION 1. AMENDMENT to the AGREEMENT:

1.1 The Agreement is hereby amended by revising the Bid Schedule, Exhibit E, Schedule II, page 57, which are combined within Zones D, E, M and S to distinguish NPDES areas as a separate line item, which is more specifically identified on Exhibit "A".

SECTION 2. AMENDMENT to the EXTENSION AGREEMENT

2.1 Amend the Additional Work Amount of the Extension Agreement, Section 4, from the NTE amount of $30,000.00 to $59,440.10 to accommodate the labor and material costs to replace necessary irrigation equipment, as more specifically described on Exhibit "B" attached hereto this First Amendment.

SECTION 3. AGREEMENT

3.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
BACKFLOW TESTING SERVICES
PROJECT & RFP NO. BDEMS/10

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District

Date: 2/19/13

Contractor

By: _____
Title: (President or Vice President)

Date: 2-6-13

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

2-14-13
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

2/19/13
Date

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: _____

Affix Corporate Seal Below
(If applicable)

FY 2012/13
Estimated Backflow Service Costs

	Testing (6261)			Additional Services				
Zone	Cost per test	# of Backflows	Total Annual Cost	Testing (6261)	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D	$ 20.00	120	$ 2,400.00	$ -	$ 4,600.00	$ 4,000.00	$ 8,600.00	$ 11,000.00
M	$ 20.00	26	$ 520.00	$ -	$ 600.00	$ 1,600.00	$ 2,200.00	$ 2,720.00
S	$ 20.00	4	$ 80.00	$ -	$ 900.00	$ 800.00	$ 1,700.00	$ 1,780.00
E-1	$ 20.00	14	$ 280.00	$ -	$ 300.00	$ 1,600.00	$ 1,900.00	$ 2,180.00
E-1A	$ 20.00	2	$ 40.00	$ -	$ 1,200.00	$ 900.00	$ 2,100.00	$ 2,140.00
E-2	$ 20.00	24	$ 480.00	$ -	$ 900.00	$ 1,600.00	$ 2,500.00	$ 2,980.00
E-3	$ 20.00	7	$ 140.00	$ -	$ 600.00	$ 1,600.00	$ 2,200.00	$ 2,340.00
E-3A	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-4	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-4A	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-7	$ 20.00	3	$ 60.00	$ -	$ 900.00	$ 800.00	$ 1,700.00	$ 1,760.00
E-8	$ 20.00	1	$ 20.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,120.00
E-12	$ 20.00	2	$ 40.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,140.00
E-14	$ 20.00	3	$ 60.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,160.00
E-15	$ 20.00	1	$ 20.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,120.00
E-16	$ 20.00	5	$ 100.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,200.00
NPDES	$ 20.00	25	$ -	$ 500.00	$ 300.00	$ 800.00	$ 1,100.00	$ 1,600.00
			$ 4,240.00	**$ 500.00**	**$ 11,800.00**	**$ 17,700.00**	**$ 29,500.00**	**$ 34,240.00**

	Added Additional Services			
Zone				
D	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
16769	$ 450.00	$ 1,453.68	$ 1,903.68	
20404	$ 450.00	$ 710.64	$ 1,160.64	
20715	$ 450.00	$ 1,248.48	$ 1,698.48	
22277	$ 450.00	$ 1,453.68	$ 1,903.68	
24721	$ 450.00	$ 993.60	$ 1,443.60	
30027	$ 225.00	$ 642.60	$ 867.60	
30967	$ 450.00	$ 993.60	$ 1,443.60	
31269	$ 450.00	$ 1,248.48	$ 1,698.48	
31284	$ 450.00	$ 1,453.68	$ 1,903.68	
32625	$ 450.00	$ 993.60	$ 1,443.60	$ 15,467.04
E-3	$ 450.00	$ 993.60	$ 1,443.60	$ 1,443.60
E-14	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	$ 7,218.00
M	$ 450.00	$ 1,453.68	$ 1,903.68	
	$ 450.00	$ 710.64	$ 1,160.64	$ 3,064.32
NPDES	$ 450.00	$ 710.64	$ 1,160.64	
	$ 357.50	$ 729.00	$ 1,086.50	$ 2,247.14
				$ 29,440.10
				$ 63,680.10

* Includes tax on material parts

Exhibit A

EXHIBIT B

BEHIND THIS PAGE

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 515

Proposal submitted to: City of M.V.	Date: 1-31-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON Eucalyptus / Nine Bank D Tr. 16769	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:

Re: Estimate to Replace stolen Back Flow
1) Remove Dirt from around Dides
Supply and install
1 Wilkins 375AL and Cable Lock System
2) Test and certify device.
3) Forward all documentation to the Water Department.

Parts 1,346.00
Labor 450.00
Tax 107.68

Total cost of job-parts and labor: 1,903.68

Authorized Signature David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:

Signature

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 58

Proposal submitted to: City of M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: O.N KRAMERIA ON LEFT SIDE FROM ORIN TR. 20404	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace STOLEN BACKFLOW
1) 1
2) Supply and install
1 inch
WILKINS 375
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

PARTS 658.--
LABOR 450.--
TAX 52.64

Total cost of job-parts and labor: 1,160.64

Authorized Signature David Ross
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 5 10

Proposal submitted to: CITY OF M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON KRAMERIA AT SADDLE BROOK LN Tr. 20715 D	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace STOLEN BACKFLOW
1) Remove CONCRET FROM AROUND PIPES
2) Supply and install
2 INCH
WILKINS
375XL
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

PARTS 1156.00
LABOR 450.00
TAX 92.48

Total cost of job-parts and labor: 1,698.48

Authorized Signature _____
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 519

Proposal submitted to: City of M.V	Date: 1-31-13
Address	Phone:
City, State, Zip Code:	
Job Location: Fir / Morrison @ Tr. 22278	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to Replace Stolen Backflow
1) Remove Concret From Around Pipes
Install 2in Wilkins 375XL
2) Test and certify device.
3) Forward all documentation to the Water Department.

parts 1,346.90
Labor 450.00
Tax 107.68

Total cost of job-parts and labor: 1,903.68

Authorized Signature David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 513

Proposal submitted to: City of M.V	Date: 1-15-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON EUCALYPTUS OFF REDLANDS BLVD TR. 24721 O	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to: Replace stolen BACKFLOW
1) ~~Remove~~ Install concrete from around pipes
install 1 1/2 WILKINS 375XL
2) Test and certify device.
3) Forward all documentation to the Water Department.

PARTS 920.
LABOR 450.
TAX 73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 514

Proposal submitted to: City of M-V	**Date:** 1-15-13
Address	**Phone:**
City, State, Zip Code:	
Job Location: On Cottonwood At Berry Pass D. Tr 30027	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace stolen backflow

1) Supply and install
   2 in Watkins
   375XL
2) Test and certify device.
3) Forward all documentation to the Water Department.

Parts 595.00
Labor 225.00
Tax 47.60

Total cost of job-parts and labor: 867.60

Authorized Signature _____
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 56

Proposal submitted to: CITY OF M.V	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON KRAMERIA ST AT WINDBREAK Tr. 30967 D	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of: _____

Re: Estimate to replace STOLEN BACKFLOW
1) Remove Concrete AROUND PIPES
2) Supply and install
1 1/2
WILKINS 375XL
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

PARTS	920.--
LABOR	450.--
TAX	73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature _____ David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 59

Proposal submitted to: City of M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON WILMONT ON RIGHT SIDE FROM Cottonwood ; Tr. 31269 D	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace STOLEN BACKFLOW
1) Remove concret from around pipes
2) Supply and install
2 inch
wilkins 375 XL
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

PARTS 1,156.00
LABOR 450.00
TAX 92.48

Total cost of job-parts and labor: 1,698.48

Authorized Signature David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 5 11

Proposal submitted to: City of M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: on Cottonwood At Quincy Tr. 31284 D	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace stolen Backflow
1) Remove Dirt from around pipes
2) Supply and install
2in wilkins 375XL
and cable lock system
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

Parts 1,346.00
Labor 450.00
Tax 107.68

Total cost of job-parts and labor: 1,903.68

Authorized Signature David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 512

Proposal submitted to: City OF MV.	Date: 1-15-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON REDLANDS BLVD JUST PASS cottonwood. DT. 32625	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to REPLACE STOLEN BACKFLOW
1) REMOVE CONCRET FROM AROUND PIPES
INSTALL WICKINS
1 1/2 375XL
2) Test and certify device.
3) Forward all documentation to the Water Department.

PARTS 920.00
LABOR 450.00
TAX 73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature _____
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 5 7

Proposal submitted to: CITY OF M.V	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON KITCHING ON LEFT SIDE FROM KRAMERIA	E-3

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace STOLEN BACKFLOW
1) Remove Concret From AROUND pipes
2) Supply and install
1 1/2
WILKINS 375XL
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

PARTS 920.-
LABOR 450.-
TAX 73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 53

Proposal submitted to: CITY OF M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON MORRISON AT BAY ST	E-14

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace STOLEN BACKFLOW
1) Remove CONCRETE FROM AROUND PIPES
2) Supply and install
1 1/2
WILKINS 375XL
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

PARTS 920.00
LABOR 450.00
TAX 73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est# 55

Proposal submitted to: CITY OF M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON Cottonwood ON RIGHT SIDE FROM MORRISON	

E-14

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace STOLEN BACKFLOW
1) REMOVE CONCRET FROM AROUND PIPES
2) Supply and install
1 1/2
WILKINS 375XL
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

PARTS 920.00
LABOR 450.00
TAX 73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 54

Proposal submitted to: CITY OF M.V	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON MORRISON ON LEFT SIDE FROM COTTONWOOD	

E-14

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace STOLEN BACKFLOW
1) Remove CONCRET FROM AROUND PIPES
2) Supply and install
1 1/2
WILKINS 375XL
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

PARTS 920.00
LABOR 450.00
TAX 73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature _____
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 52

Proposal submitted to: City of M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON MORRISON ON LEFT SIDE FROM ALESSANDRO	E-14

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of: _____

Re: Estimate to replace STOLEN BACKFLOW
1) Remove CONCRET FROM AROUND PIPES
2) Supply and install
1 1/2 WILKINS 375XL
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

PARTS 920.00
LABOR 450.00
TAX 73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature David Ross
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 51

Proposal submitted to: CITY OF M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON MORRISON ON RIGHT SIDE FROM ALESSANDRO E-14	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace STOLEN BACKFLOW
1) REMOVE CONCRET FROM AROUND CUT PIPES
2) Supply and install
1 1/2 WILKINS 375XL

PARTS 920.00
LABOR 450.00
TAX 73.60

3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

Total cost of job-parts and labor: 1,443.60

Authorized Signature David Ross
David Ross
NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 516

Proposal submitted to: City of M.V	Date: 1-31-13
Address	Phone:
City, State, Zip Code:	
Job Location: Perris BLVD / Red Maple. Zone M	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:

Re: Estimate to: Replace Stolen Backflow
1) Remove Concrete from Around Pipes
Install
2 inch Wilkins 375XL
2) Test and certify device.
3) Forward all documentation to the Water Department.

Parts 1,346.00
Labor 450.00
Tax 107.68

Total cost of job-parts and labor: 1,903.68

Authorized Signature David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:

Signature

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 517

Proposal submitted to: City of M.V	Date: 1-31-13
Address	Phone:
City, State, Zip Code:	
Job Location: EUCALIPTUS / NORTH OF DENNIS BLVD! Zone M	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace stolen BACKFLOW
1) supply and install Four Pipes
inch
Wilkins 375XL

PARTS 658.00
LABOR 450.00
TAX 52.64

2) Test and certify device.
3) Forward all documentation to the Water Department.

Total cost of job-parts and labor: 1,160.64

Authorized Signature David Ross
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 518

Proposal submitted to: City of M.V	Date: 1-31-13
Address	Phone:
City, State, Zip Code:	
Job Location: NASON / DELPHIUM WQB MPDES	

TR. 31128

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to Replace stolen Backflow
1) Remove couplers from ARound pipes install 1inch wilkins 375XL
2) Test and certify device.
3) Forward all documentation to the Water Department.

Parts 658.00
Labor 450.00
Tax 52.64

Total cost of job-parts and labor: 1160.64

Authorized Signature David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #2719

Proposal submitted to: CITY OF MORENO VALLEY ATT: ROBERT	Date: 12-17-12
Address:	Phone: 202-4956
City, State, Zip Code	
Job location:	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature _____
Chris Katehis

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO INSTALL NEW 2 INCH WILKINS 375XL BACKFLOW WITH COPPER RISERS.

MATERIALS	$ 675.00
TAX	$ 54.00
LABOR	$ 357.50
TOTAL	$ 1086.50

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

ERBLO-2 OP ID: KG

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/29/12

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

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

PRODUCER
Alliant Insurance Services,Inc
(Lic-0C36861)
735 Carnegie Drive, Ste 200
San Bernardino, CA 92408
Chuck Shanklin, CIC
909-886-9861
909-886-2013

CONTACT NAME: Kennall Goad
PHONE (A/C, No, Ext): 909-474-8770 FAX (A/C, No): 909-886-2013
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Golden Eagle Insurance Corp	10836
INSURER B:	Preferred Employers Insurance AH(X)(D)(A	10900
INSURER C:		
INSURER D:	WORK COMP RENEWALS ONLY	
INSURER E:		
INSURER F:		

INSURED
E R Block Plumbing
10910 Hole Avenue
Riverside, CA 92505

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		CBP8429805	03/01/12	03/01/13	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X		BA8830628	03/01/12	03/01/13	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WKN10325613	09/01/12	09/01/13	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Property Section Special Form R/C			CBP8429805	03/01/12	03/01/13	See below	If applies

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

Job: Project #BDE-000/02;
City of Moreno Valley, Moreno Valley Community Services District, and Redevelopment Agency of Moreno Valley are add'l insd per GECG602 09/04; add insd as respects auto liab per GECA701 01/07.

Approved
By 9/5/12 Date

CERTIFICATE HOLDER

MOREN06

City of Moreno Valley
Dept of Bldg & Safety
Stewart Sheldon
P O Box 88005
Moreno Valley, CA 92552-0805

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Chuck Shanklin

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Moreno Valley Community Services District
R.F.P. # BDEMS/10
BACKFLOW TESTING SERVICES

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement, effective as of the day signed by the Special Districts Division Manager or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. **CONTRACTOR INFORMATION:**

Contractor's Name: E.R. Block Plumbing, Inc.
Address: 10910 Hole Ave.
City: Riverside
Business Phone: 951-687-4011 Fax: 951-687-0801
Other Contact Number: _____
Social Security Number: _____
Business License Number: 00896
Federal Tax I.D. Number: 95-3138160
Contractors' License Number & Classification: 675567, C-36

2. **CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:**

A. The Contractor's scope of service, performance specifications, and/or additional terms and conditions are described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The District's responsibility, other than payment, is described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contractor Starting Date is July 1, 2010 and the Contractor Ending Date is June 30, 2011. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or

performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal submittal documents, including but not limited to the Notice Requesting Proposals, Instruction To Proposers, Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. **STANDARD TERMS AND CONDITIONS**:

A. Control of Work. Except for compliance with specifications and performance standards provided for in Exhibit "A," Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide any training to Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and its officers, agents and employees harmless from any and

all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, RDA, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement.

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.

By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and

attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

J. Termination.

a. Either party may terminate this Agreement upon breach of the Agreement by the other party. In the event the District terminates the Agreement, the Contractor shall perform no further services under the Agreement unless the notice of termination authorizes such further work.

b. The District may terminate this Agreement without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractors time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Agreement. No officer or employee of the District or City shall have any financial interest in this Agreement in violation of federal, state, or local law.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor:

E.R. Block Plumbing, Inc.
10910 Hole Ave.
Riverside, Ca, 92505
951-687-4011
[Telephone number]
951-687-0801
[Fax number]

With a copy to:

_____
[Attorney for Contractor, if applicable]

_____
[Street Address]

_____
[Post Office Box, if applicable]

_____
[City, State, Zip Code]

_____
[Telephone number]
( )_____
[Fax number]
( )_____

To CSD:

MORENO VALLEY COMMUNITY SERVICES DISTRICT
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto
Telephone number: (951) 413-3480
Fax Number: (951) 413-3498

With a copy to:

City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: (951) 413-3036
Fax number: (951) 413-3034

SIGNATURE PAGE TO FOLLOW

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____
Special Districts Division Manager

Date: 6-3-10

Contractor

By: Stacy Ras

Title: Vice PRES

Date: 4-14-10

By: _____

Title: _____

Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

5-13-10
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

Attachments

Project No. BDEMS/10
R.F.P. # BDEMS/10
EXHIBIT A

1. SCOPE OF WORK

a. The work to be performed under this Agreement shall include the furnishing of all labor, material, and equipment necessary for the provision of backflow testing services, repairs, and replacements within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Exhibit A.

b. The Contractor shall have the duty to perform backflow testing, repairs, and replacements in the areas designated hereunder.

c. All work shall be performed in accordance with usual and customary backflow testing, and repair practices. Contractor shall at all times maintain the District's backflow prevention devices in a condition that satisfies all applicable statutory requirements. The Director will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

d. The Contractor shall be responsible for carefully reviewing the site(s) to be serviced under this Agreement. The Contractor shall not be relieved of his or her liability under this Agreement, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Specifications and the actual conditions revealed during the examination of the locations of the proposed work.

2. SCHEDULING OF WORK

a. The District will forward Zone D, E and M annual backflow assembly test report forms to the Contractor via U.S. Mail immediately upon receipt of same. Should circumstances warrant, the District will notify the Contractor via FAX or telephone that test report forms have been mailed.

b. Upon receipt of test report forms via U.S. Mail or upon FAX notification by the District, whichever occurs first, the Contractor shall conduct backflow assembly test(s), including any maintenance, adjustments, repairs, etc. needed to enable the assembly to pass the test. Such maintenance and/or testing shall be completed, and properly completed test reports

MV00199661

submitted to Eastern Municipal Water District on or before the due date set forth in the *Notice of Periodic Testing for Backflow Prevention Assembly*. Tests of Zones D, E and M backflow assemblies shall be conducted exclusive of any other tests Contractor may perform on behalf of the City or District.

c. Contractor shall return properly completed test reports to:

1. The original test report (white) shall be forwarded to Eastern Municipal Water District, Attn: Backflow Dept., P. O. Box 8300, Perris, CA 92572-8300 by the completion date set forth on the test report(s).

2. A legible photocopy of the completed Test Report shall be Administration, P. O. Box 88005, Moreno Valley, CA 92552-0805.

The Contractor shall contact EMWD directly with any requests for test due date extension and/or variance, with a copy provided to the District.

3. FUNCTIONS AND RESPONSIBILITIES

a. The Director may require Contractor to attend meetings with District field staff at some fixed interval to review Contractor's operations performance, and/or schedule such future work as may be ordered by the Director.

b. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in Contractor's firm name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Section 4., paragraph n. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, two-way radio, pager, or car phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage only during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering

service, and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the minimum acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed a payment deduction, per Exhibit C., Section 2.

c. For the purposes of this Contract, "Working Days" shall be Mondays through Fridays. The hours of maintenance service shall be 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule approved the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas	December 25

If a holiday falls upon a Sunday, the following Monday shall be the date the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, contractor shall submit a proposed make-up day for the Director's approval.

d. The Director and Contractor shall conduct an inspection of all sites covered under this Agreement as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director.

The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Agreement. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

e. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in Contractor's firm name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Section 3., paragraph e. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, two-way radio, pager, or car phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service, and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

f. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at <u>any</u> time:

1. City Manager
2. Public Works Director
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Landscape Districts Program Manager
7. Senior Landscape Services Inspector
8. Landscape Services Inspector
9. Street Maint. Supervisor

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2., paragraphs a. and b., unless said emergency is determined to have been caused by an act or omission attributable to Contractor.

4. CONTRACTOR'S STAFF

a. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work which will be acceptable to the Director.

b. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper and efficient manner at all times, and shall cause the least possible inconvenience to the public.

c. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the District.

d. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to proper shoes, other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements, and wearing of proper clothing.

Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

e. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this contract if the Contractor, or any subcontractors thereunder, employs

workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards, and its branch offices.

6. COMPLAINTS

a. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3., paragraph a.

b. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above.

c. In addition to the provisions of Section 6., paragraph a. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

a. The Contractor agrees to perform all work outlined in these Specifications in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

b. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2003 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between 3:30 p.m. and 6:00 p.m.

c. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

d. The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) days following the occurrence.

e. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3. of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section of the General Provisions may result in contract termination, per Agreement, Section J.

8. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

9. PREVAILING WAGE

a. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the period of work on this contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

b. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

a. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this contract, as required by California Labor Code Section 1776.

b. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

c. The District may withhold from Contractor's progress payments the penal sum of $25.00 per calendar day (or portion thereof) for each workman employed in connection with this contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

14. CONTRACTOR'S LIABILITY

a. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

b. Repairs made to sites and site appurtenances that are damaged as a result of Acts of God, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2., paragraphs a. and b.

15. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

MV00199669

R.F.P. # BDEMS/10
TECHNICAL PROVISIONS – BACKFLOW TESTING

1. GENERAL

a. During the entire term of the agreement, Contractor and subcontractors, if any, shall hold a valid Backflow Prevention Device Tester Certification No. with the County of Riverside Department of Health Services Agency.

b. Contractor will perform annual tests and other periodic tests of the District's Zone D, E, M AND S landscape backflow assemblies as requested and/or required by applicable Federal, State, and local agency laws and regulations.

c. Contractor will perform such backflow assembly maintenance, repairs, replacements, etc. as may be necessary to comply with applicable Federal, State, and local agency laws and regulations.

d. All such backflow assembly tests, maintenance, repairs, etc., performed by the Contractor shall be subject to all requirements of Eastern Municipal Water District's Backflow And Cross-Connection Prevention Program (EMWD Ordinance No. 69).

e. Contractor shall be liable for payment of any correction charges that might be levied by EMWD due to Contractor's non-compliance with EMWD Ordinance No. 69.

f. Contractor shall provide all labor, materials, equipment, and administrative costs necessary to perform the above-referenced tests, maintenance, repairs, etc.

2. SECURITY DEPOSIT

a. Contractor shall post a five hundred dollar ($500.00) cash deposit with the District following award of proposal as security against: 1) return of backflow assembly enclosure key(s), and 2) payment of any correction charges that might be levied by the water district due to Contractor's non-compliance with EMWD Ordinance No. 69.

b. Contractor's cash deposit, or any balance thereof, shall be returned to Contractor upon termination of the agreement.

MV00199670

PROJECT LOCATION MAPS ON FOLLOWING PAGE

MV00199672

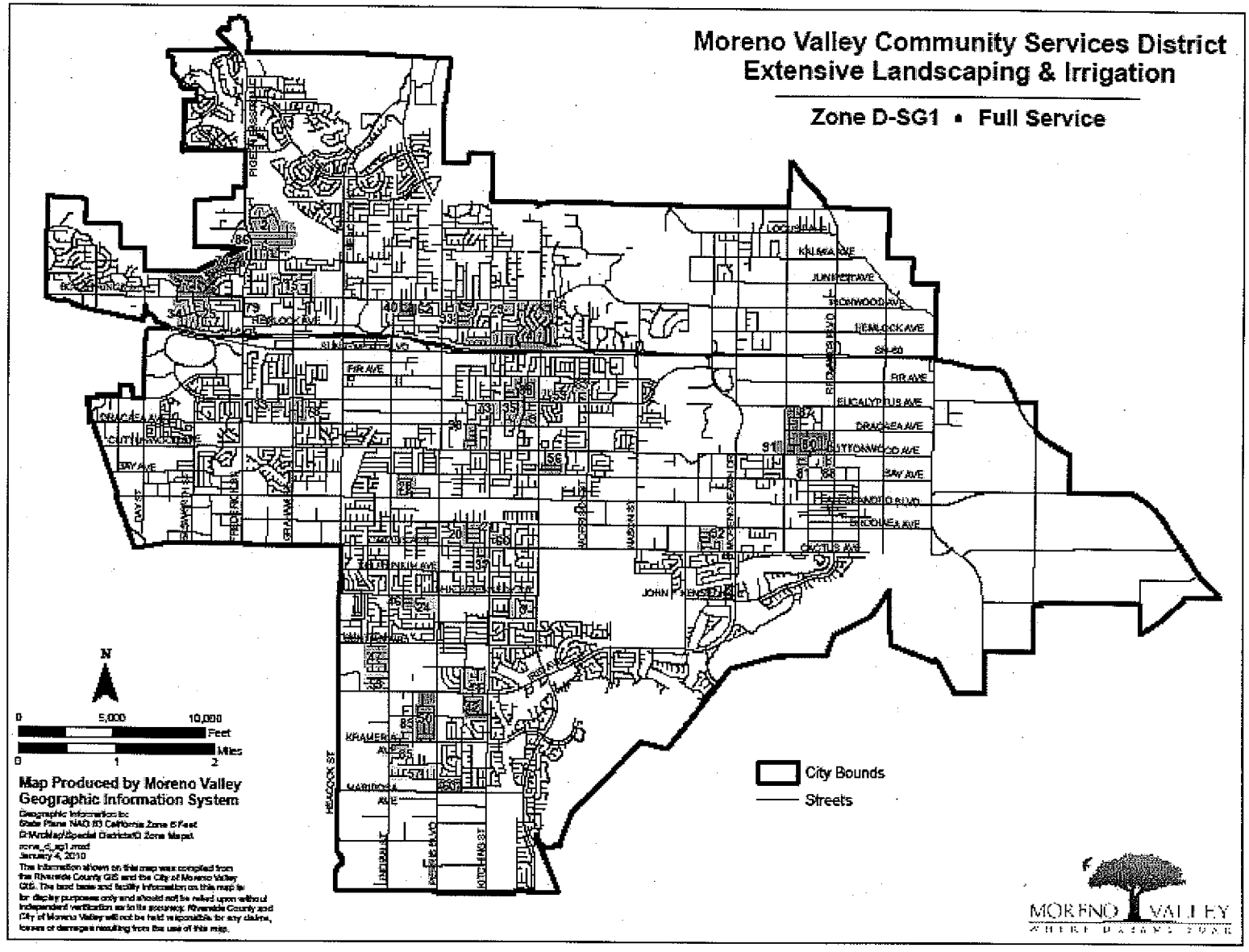
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone D-SG1 • Full Service
N
0 5,000 10,000 Feet
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Map Produced by Moreno Valley
Geographic Information System
City Bounds
Streets
MORENO VALLEY

MV00199673

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone D-SG1 • Full Service

Map ID	Tract Number	Area (Sq. Ft.)
2	TR 12305	722
3	TR 12773	13,806
4	TR 12902	7,344
6	TR 14387	2,712
9	TR 16769	7,500
15	TR 18283	11,388
20	TR 19141	5,838
21	TR 19142	3,950
24	TR 19210	9,270
25	TR 19233	4,960
28	TR 19474	7,240
29	TR 19496	3,600
33	TR 19529	3,330
34	TR 19533	7,400
35	TR 19541	5,325
37	TR 19675	2,550
40	TR 19862	8,805
41	TR 19912	11,750
42	TR 19937	20,890
46	TR 20120	3,750
47	TR 20197	13,680
50	TR 20404	36,138
53	TR 20718	23,004
56	TR 20941	9,600
57	TR 21113	12,200
59	TR 21345	6,609
60	TR 21597	33,230
62	TR 21737	3,920
63	TR 21806	5,975
66	TR 22999	3,204
69	TR 28882	20,983
70	TR 20579	20,762
71	TR 21333	54,500
73	TR 22371	17,844
78	TR 10191/18468	10,871
79	TR 19680	20,291
80	TR 31269-1	43,723
81	TR 31268	7,058
83	TR 31591	16,445
85	TR 30967	18,013
86	TR 31257	26,686
87	TR 31424	8,750
88	TR 32625	17,826
89	TR 22889	16,438
90	TR 32018	11,306
91	TR 31269	7,450
92	TR 31129	12,395
93	TR 32715	12,715

Total Area, Service Area: 633,757

Total Acreage, Service Area: 14.55

Print Date: January 4, 2010
File: G:\Acad\Maps\Landscaping_d_sg1_pg2.dwg

MV00199674

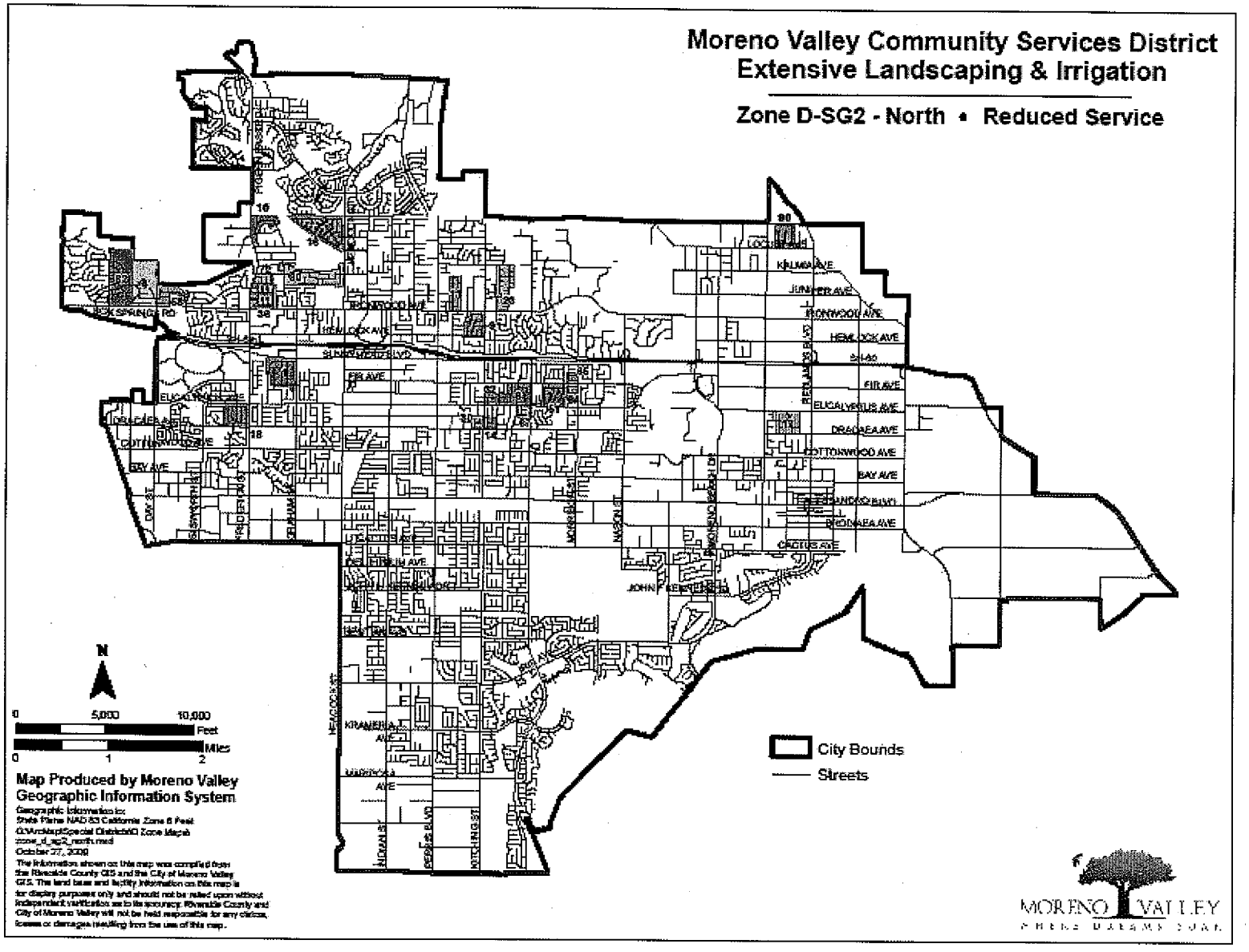
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone D-SG2 - North • Reduced Service
City Bounds
Streets
N
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0 1 2 Miles
Map Produced by Moreno Valley
Geographic Information System
MORENO VALLEY

MV00199675

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone D-SG2 - North • Reduced Service

MAP ID	Tract Number	Area (Sq. Ft)
1	TR 11848	9,066
3	TR 16768	16,281
4	TR 17176	21,097
10	TR 20030	11,200
11	TR 20072	23,550
14	TR 17033	9,990
16	TR 18512/21322	59,940
17	TR 24721	6,682
18	TR 18530	38,849
23	TR 19208	17,660
30	TR 19500	3,636
32	TR 19799	17,652
36	TR 19551	36,364
51	TR 20525	16,500
58	TR 21332	19,440
64	TR 22276	11,690
65	TR 22277	20,455
67	TR 23046	16,000
72	TR 22093	8,873
80	TR 19032	9,132
82	TR 20272	51,216
90	TR 17334	37,660
91	TR 18784/20906	30,432

Total Area, Service Area D-SG2 - North: *493,635*

Total Acreage, Service Area D-SG2 - North: *11.3*

Print Date: October 27, 2009

MV00199676

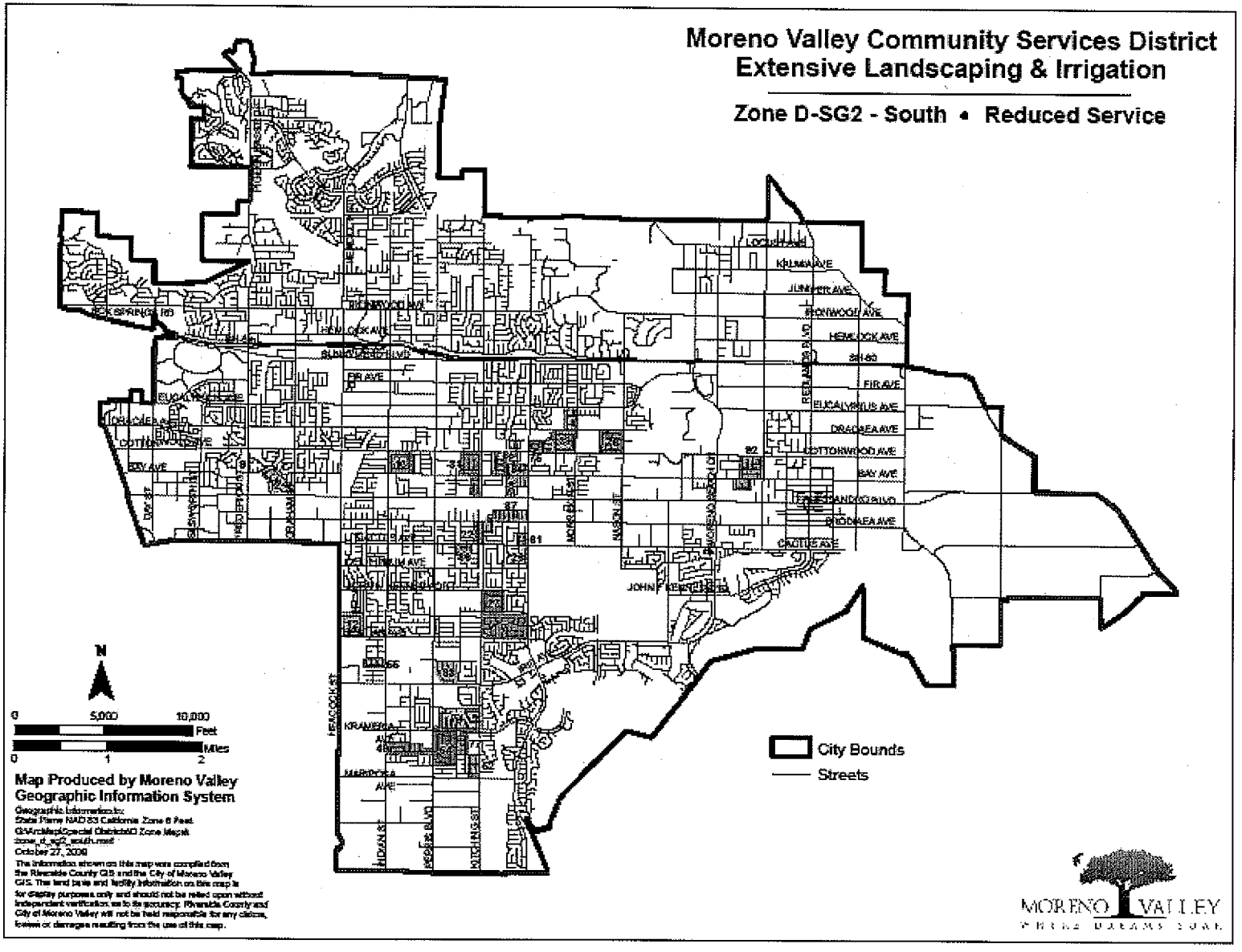
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone D-SG2 - South • Reduced Service
City Bounds
Streets
N
0
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Feet
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1
2
Map Produced by Moreno Valley
Geographic Information System
Geographic Information Inc.
State Plane NAD 83 California Zone 6 Feet
G:\Arcdata\Special Districts\D Zone Maps\
zone_d_sg2_south.mxd
October 27, 2006
The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map.
MORENO VALLEY

MV00199677

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone D-SG2 - South • Reduced Service

MAP ID	Tract Number	Area (Sq. Ft.)
2	TR 15387	9,049
5	TR 17387	4,364
7	TR 19685	62,530
8	TR 19518/18372	12,534
9	TR 19957	6,810
12	TR 20552	19,458
13	TR 20032	14,076
22	TR 19143	4,864
26	TR 19363	13,320
27	TR 19434	13,242
31	TR 19509	18,328
39	TR 19652	28,800
49	TR 20301	7,200
52	TR 20660	11,912
54	TR 20859	33,630
55	TR 20869	2,100
61	TR 21616	23,528
74	TR 20715	51,250
75	TR 27526	16,373
76	TR 30027	45,833
77	TR 29038	6,243
83	TR 15433	24,161
84	TR 13585	6,600
85	TR 16770	5,830
86	TR 17457	3,444
87	TR 17667	13,778
92	TR 31284	28,321

Total Area, Service Area D-SG2 - South: *487,698*

Total Acreage, Service Area D-SG2 - South: *11.2*

Print Date: October 27, 2008

MV00199678

CITY OF MORENO VALLEY
COMMUNITY SERVICES DISTRICT
PROPOSED ZONE S (SUNNYMEAD BOULEVARD MAINTENANCE) BOUNDARIES

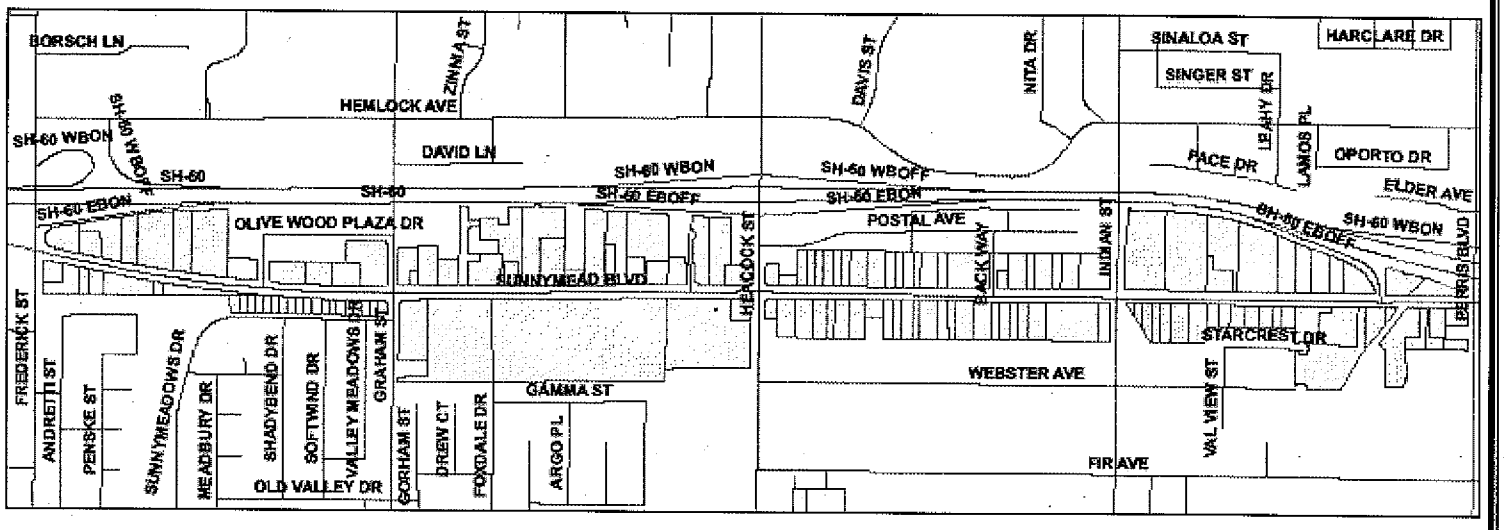

February 10, 2006

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MV00199679

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone M • Median - Monument - Parkway

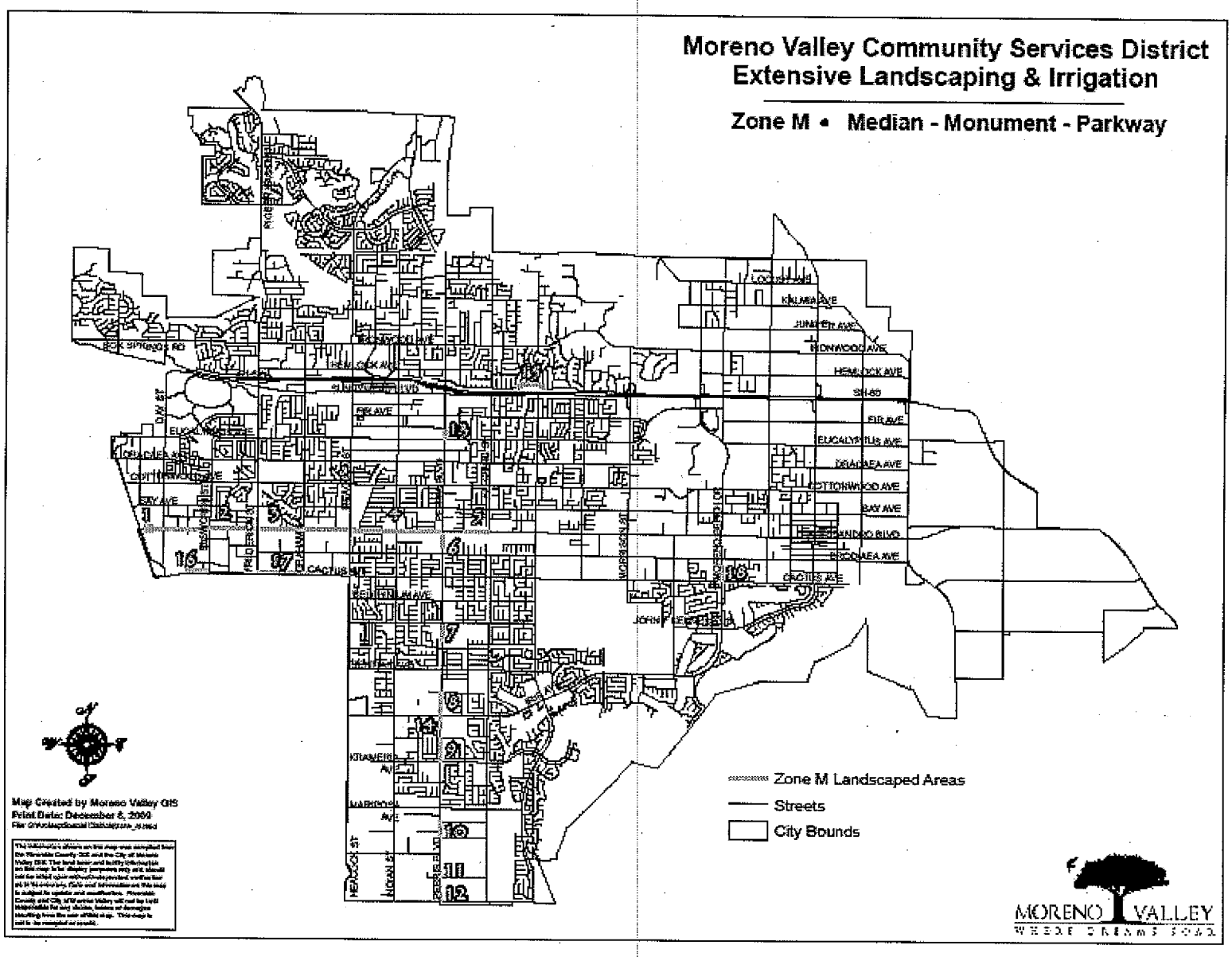

MV00199680

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone M • Medians - Monuments - Parkways

Alessandro Boulevard Medians & Monuments

1. Old Hwy 215 Monuments
   - 17,895 square feet (includes 5,477 sq.ft. turf)
   - 8 trees
   - 4 remote control valves - 1 controller
2. Old Hwy 215 to Frederick Street
   - 60,423 square feet (includes 21,325 sq.ft. turf)
   - 75 trees
   - 32 remote control valves - 2 controllers
3. Frederick Street to Heacock Street
   - 68,445 square feet (includes 34,565 sq.ft. turf)
   - 64 trees
   - 22 remote control valves - 2 controllers
4. Heacock Street to Perris Boulevard
   - 15,609 square feet
   - 4 trees
   - 4 remote control valves - 2 controllers
5. Flaming Arrow Dr to Kitching St
   - 17,470 square feet
   - 21 trees
   - 16 valves - 1 controller

Perris Boulevard Medians

6. South of Alessandro Boulevard
   - 471 square feet
   - 1 tree
   - 2 remote control valves - 1 controller
7. South of John F. Kennedy Drive
   - 1,136 square feet
   - 3 trees
   - 3 remote control valves - 1 controller
8. North of Iris Ave
   - 2,200 square feet
   - 7 trees
   - 4 valves - 1 controller
9. North of Krameria Avenue
   - 3,324 square feet
   - 5 trees
   - 3 valves - 1 controller
10. At San Michele Road
    - 5,335 square feet
    - 10 trees
    - 6 valves - 1 controller
11. Perris Blvd (North of Globe St)
    - 4,110 square feet
    - 8 trees
    - 1 controller
12. Perris Blvd (South of Globe St)
    - 4,950 square feet
    - 12 trees
    - 7 valves - 1 controller
13. Perris Blvd (North of Eucalyptus Ave)
    - 1,750 square feet
14. Perris Blvd (South of Iris Ave)
    - 5,838 square feet

Elder Avenue Retention Basin Parkway

15. South Side of Elder Avenue from Grenville Avenue to Brewster Drive
    - 7,471 square feet
    - 1 tree
    - 2 remote control valves - 1 controller

Cactus Avenue Medians

16. Cactus Ave. west of Elsworth
    - 2,500 square feet
    - 5 trees

MV00199681

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E1

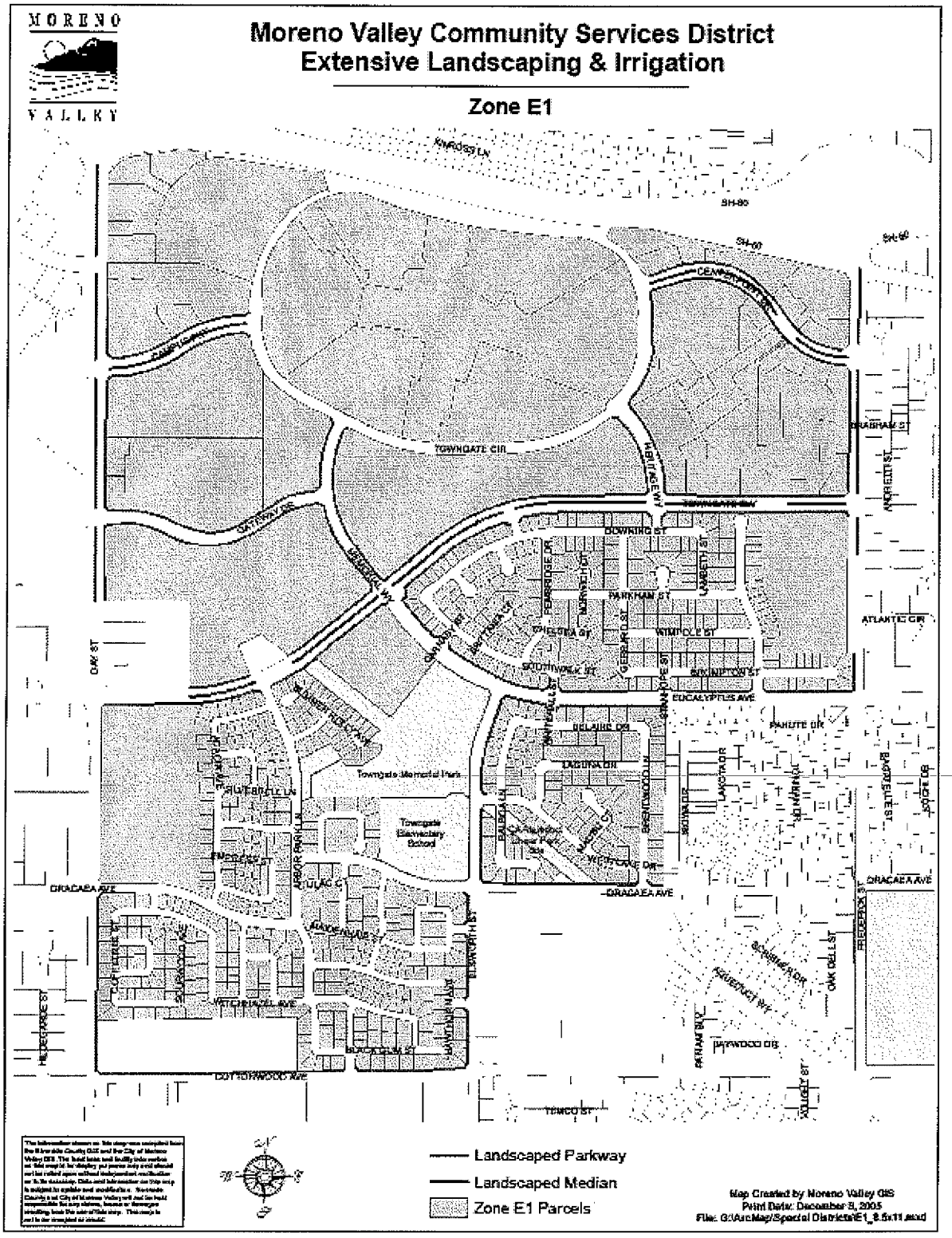

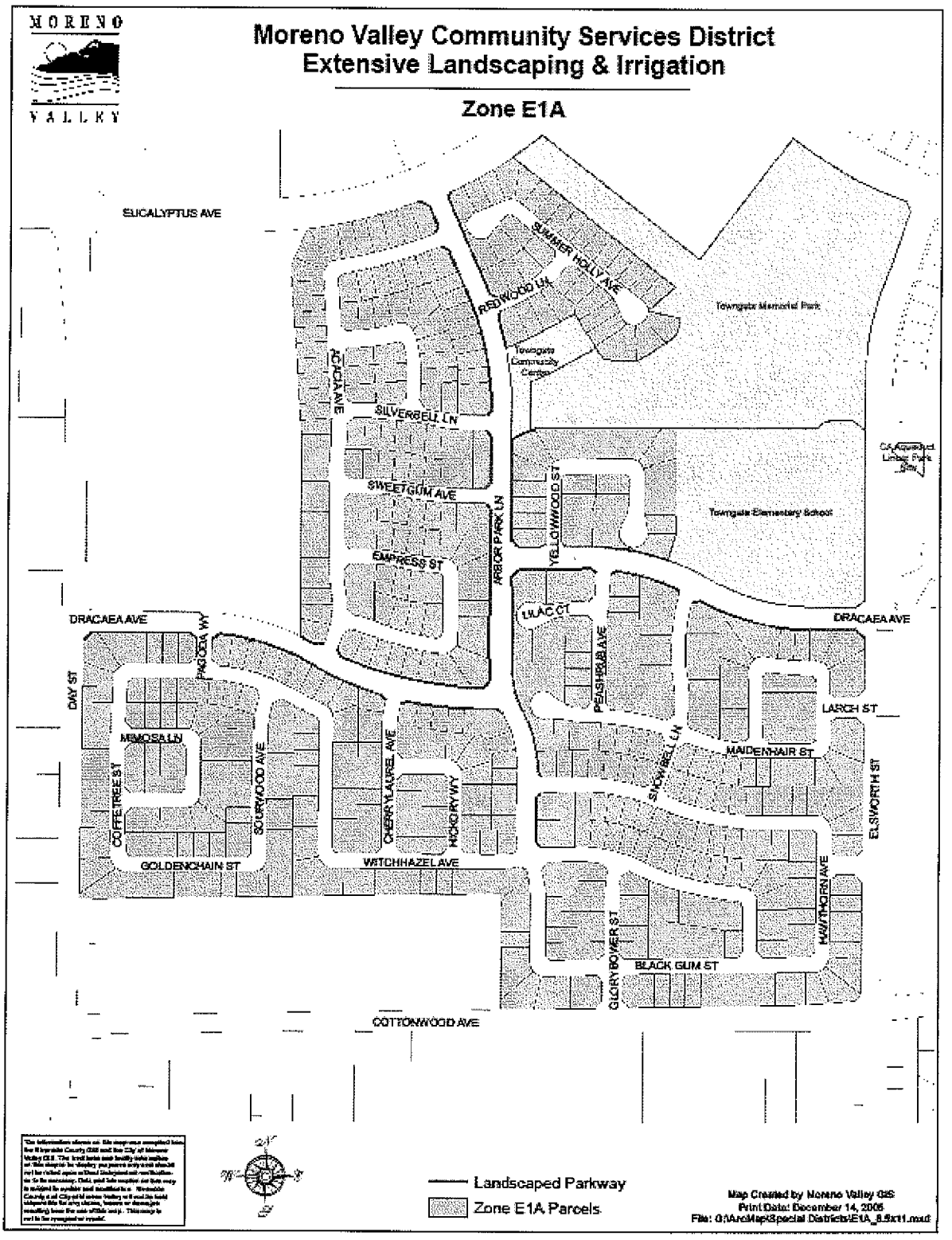
MORENO VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E1A
EUCALYPTUS AVE
SUMMER HOLLY AVE
REDWOOD LN
Towngate Memorial Park
Towngate Community Center
ACACIA AVE
SILVERBELL LN
SWEETGUM AVE
ARBOR PARK LN
YELLOWWOOD ST
Towngate Elementary School
EMPRESS ST
LILAC CT
DRACAEA AVE
PAGODA WY
DAY ST
PEASHRUB AVE
LARCH ST
MIMOSA LN
MAIDENHAIR ST
SNOWBELL LN
COFFEETREE ST
SOURWOOD AVE
CHERRYLAUREL AVE
HICKORY WY
ELSWORTH ST
GOLDENCHAIN ST
WITCHHAZEL AVE
HAWTHORN AVE
GLORYBOWER ST
BLACK GUM ST
COTTONWOOD AVE
Landscaped Parkway
Zone E1A Parcels
Map Created by Moreno Valley GIS
Print Date: December 14, 2005

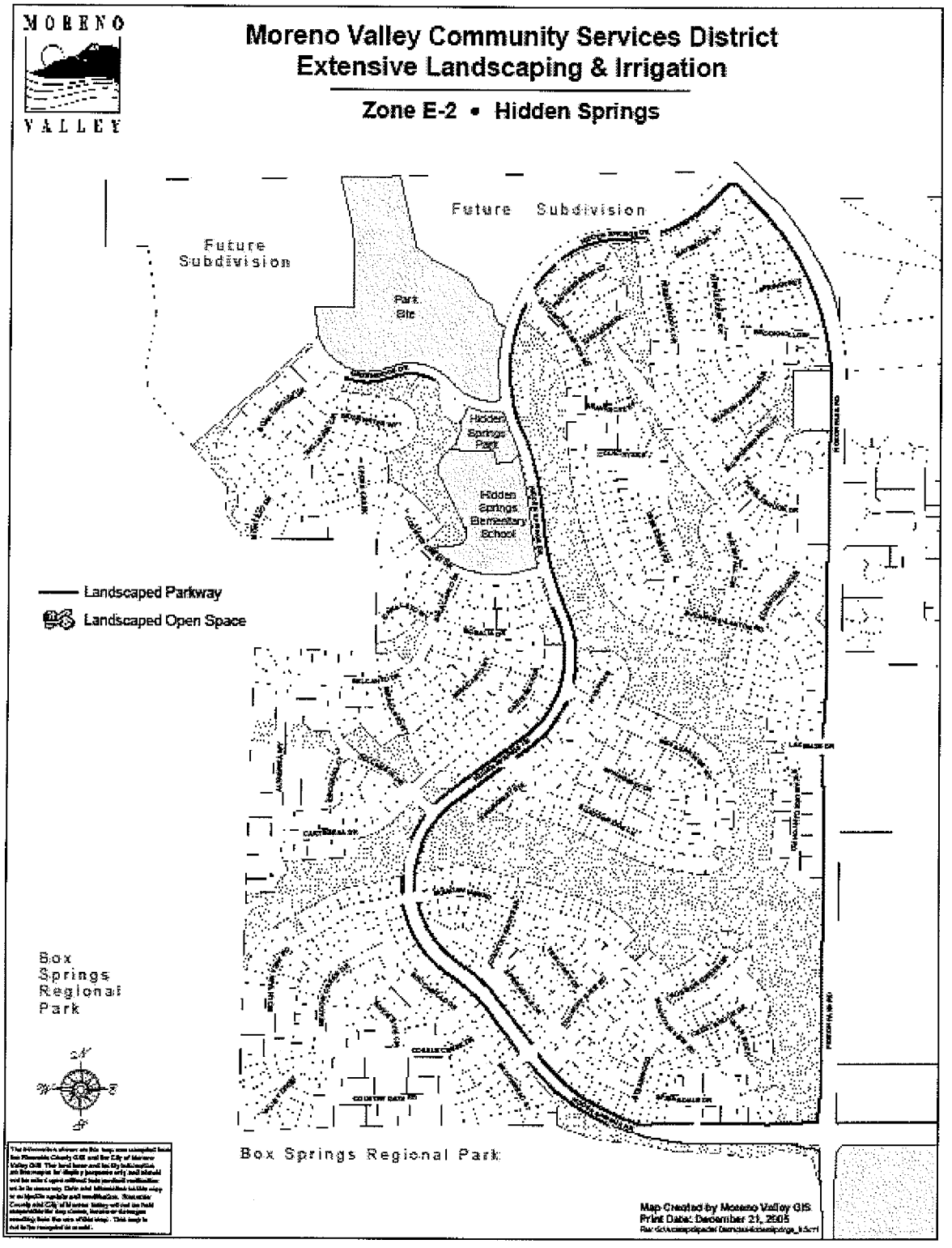
MORENO VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E-2 • Hidden Springs
Future Subdivision
Future Subdivision
Park Site
Hidden Springs Park
Hidden Springs Elementary School
Landscaped Parkway
Landscaped Open Space
Box Springs Regional Park
Box Springs Regional Park
Map Created by Moreno Valley GIS
Print Date: December 21, 2005

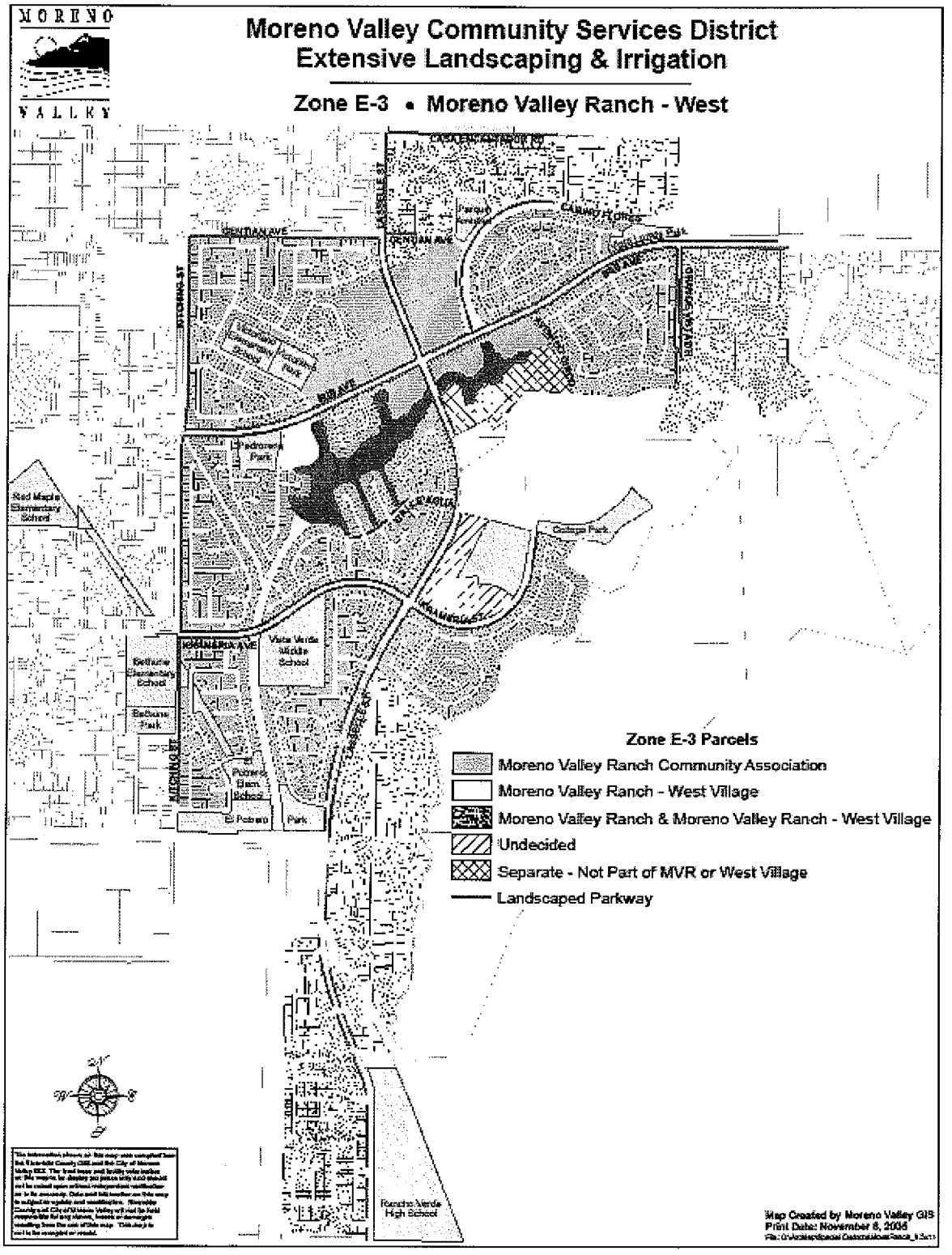
MORENO VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E-3 • Moreno Valley Ranch - West
Zone E-3 Parcels
Moreno Valley Ranch Community Association
Moreno Valley Ranch - West Village
Moreno Valley Ranch & Moreno Valley Ranch - West Village
Undecided
Separate - Not Part of MVR or West Village
Landscaped Parkway
Red Maple Elementary School
Bethune Elementary School
Bethune Park
Vista Verde Middle School
Potrero Elem. School
El Potrero Park
Rancho Verde High School
Map Created by Moreno Valley GIS
Print Date: November 8, 2006

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E7

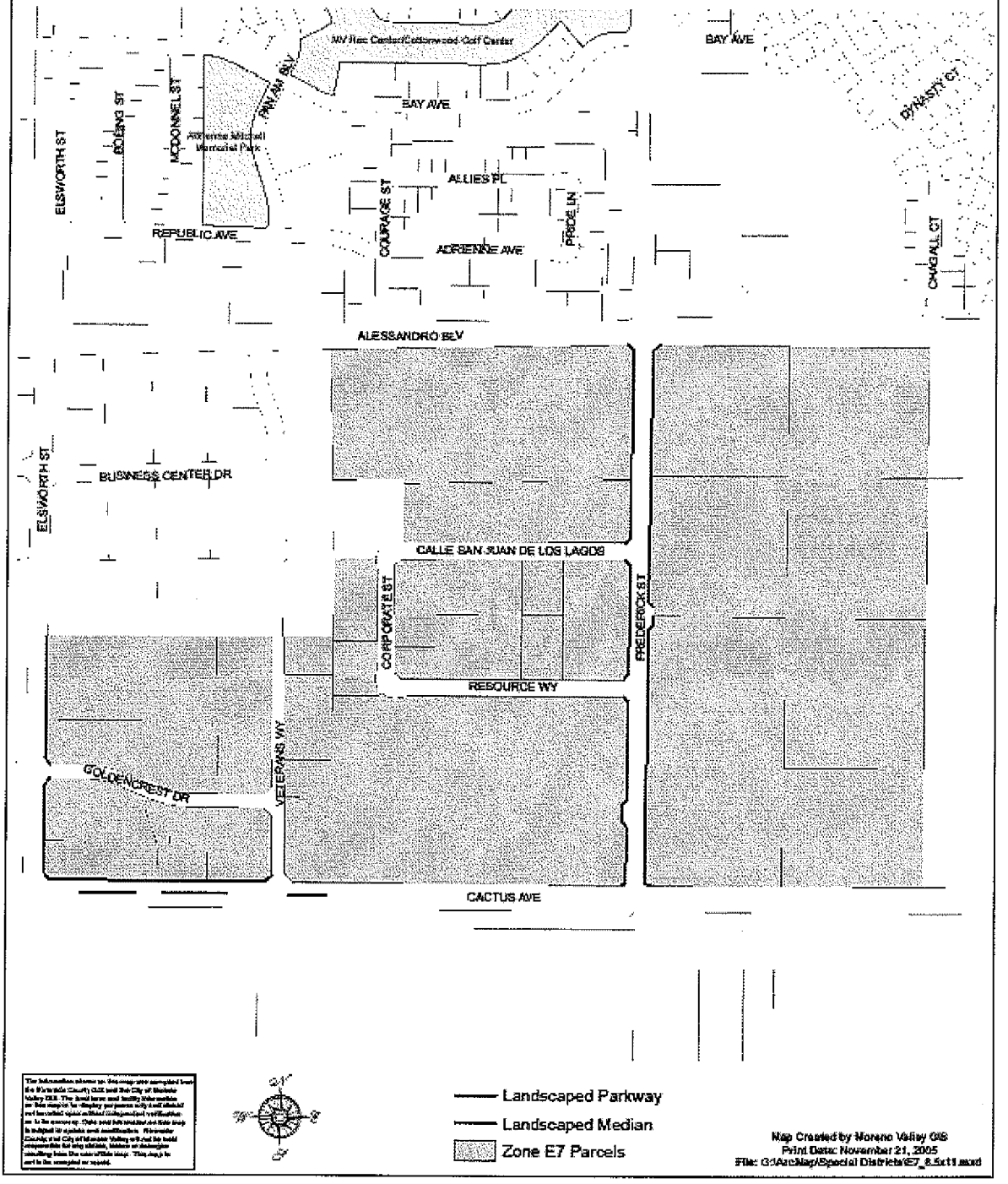

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E8

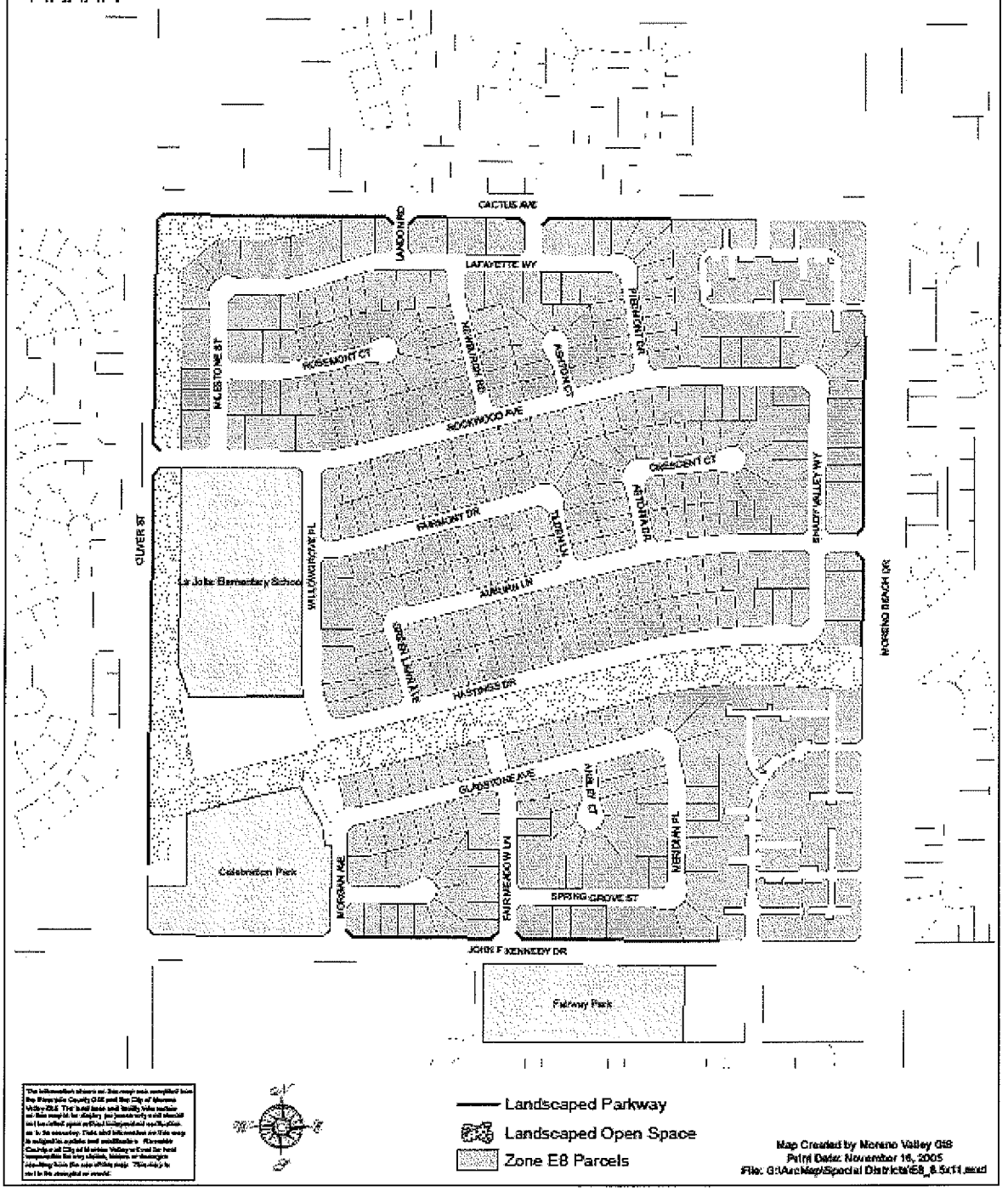

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-12 • Stoneridge Ranch

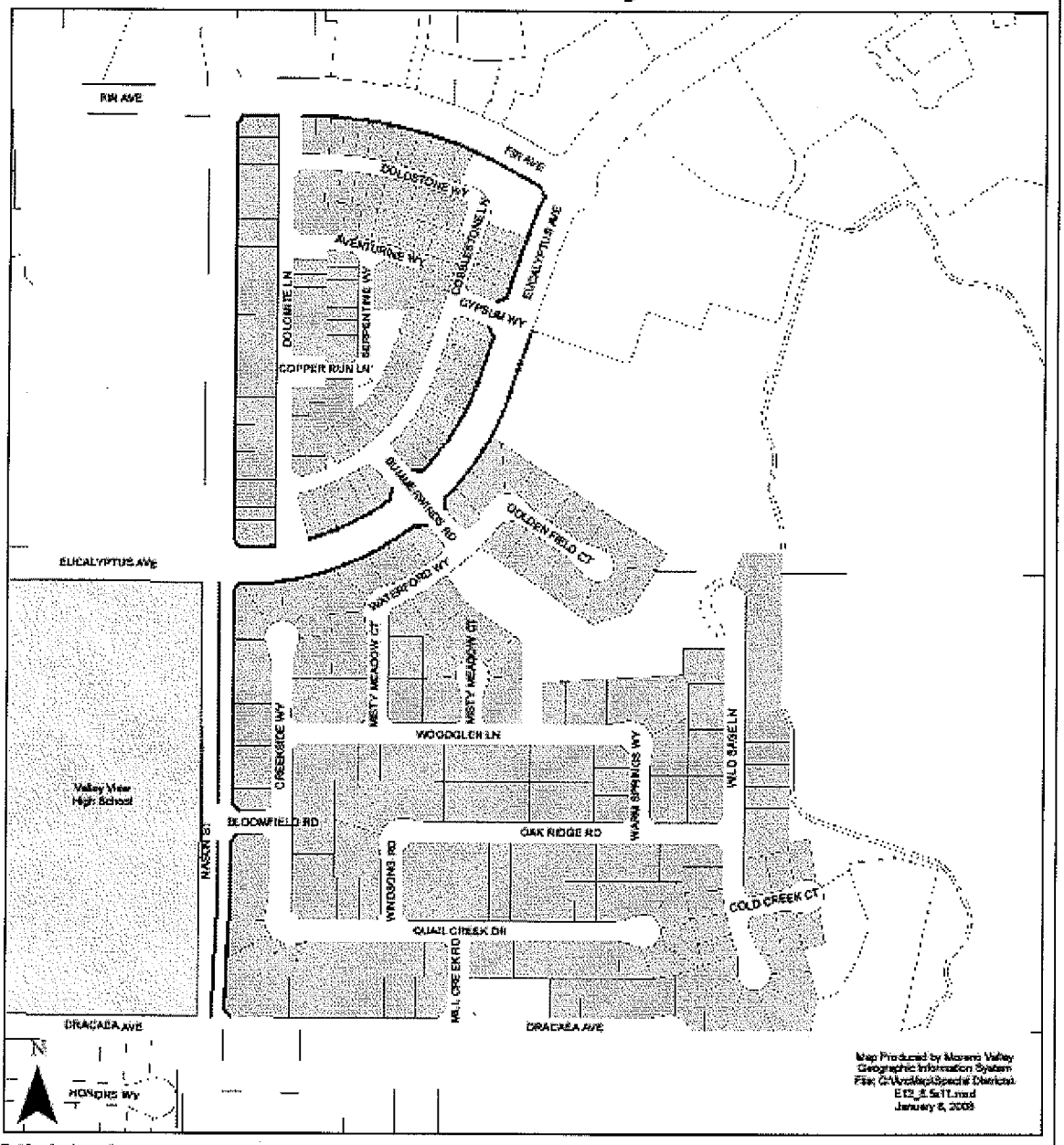

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be reproduced or resold.

Landscaped Parkway

Lanscaped Median

Zone E-12

MORENO VALLEY

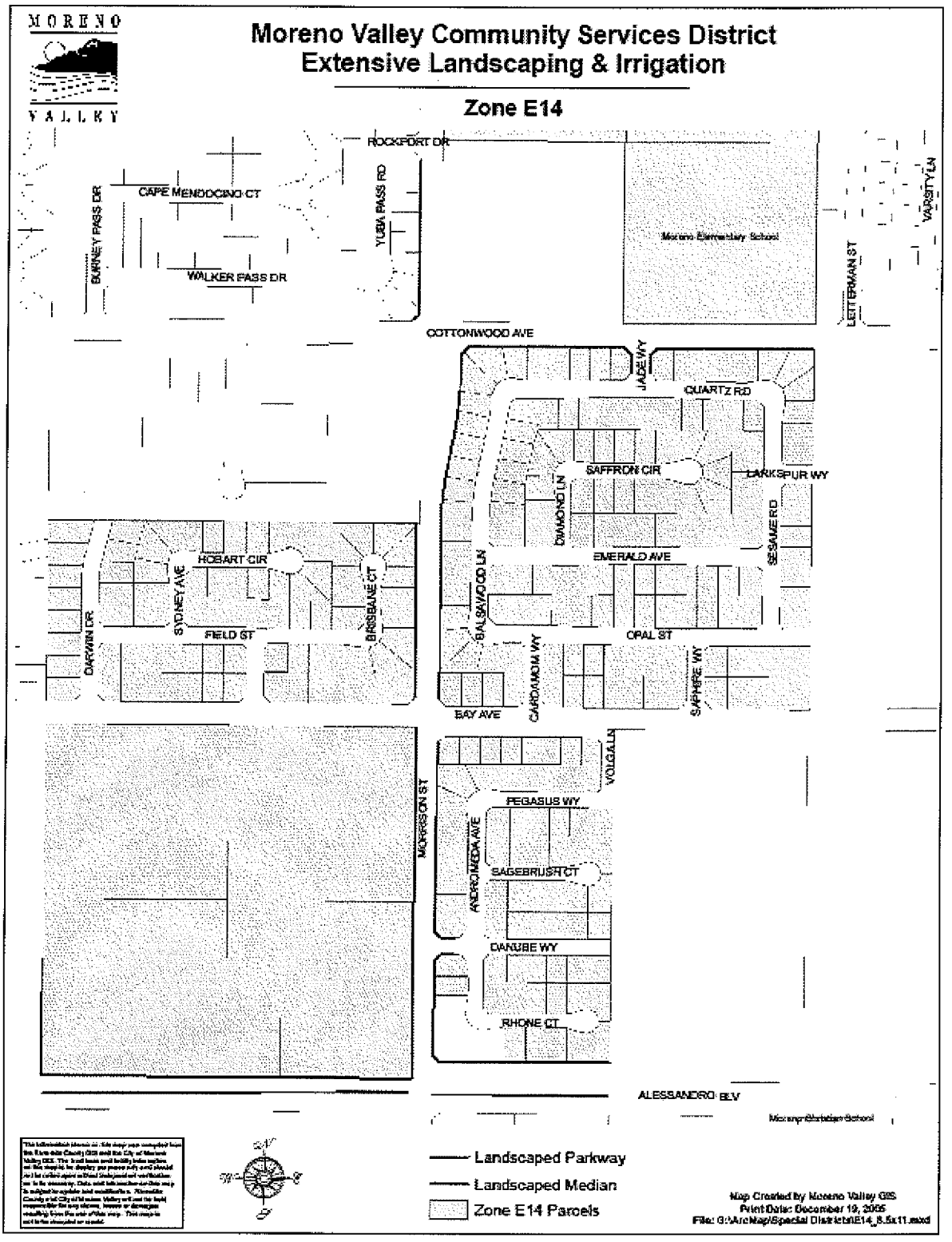
MORENO VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E14
ROCKPORT DR
CAPE MENDOCINO CT
BURNEY PASS DR
WALKER PASS DR
YUBA PASS RD
Moreno Elementary School
LETTERMAN ST
VARSITY LN
COTTONWOOD AVE
JADE WY
QUARTZ RD
SAFFRON CIR
LARKSPUR WY
DIAMOND LN
SESAME RD
EMERALD AVE
HOBART CIR
SYDNEY AVE
BRISBANE CT
DARWIN DR
FIELD ST
BALSAWOOD LN
OPAL ST
CARDAMOM WY
SAPHIRE WY
BAY AVE
VOLTA LN
PEGASUS WY
MORRISON ST
ANDROMEDA AVE
SAGEBRUSH CT
DANUBE WY
RHONE CT
ALESSANDRO BLV
Landscaped Parkway
Landscaped Median
Zone E14 Parcels
Map Created by Moreno Valley GIS
Print Date: December 19, 2005

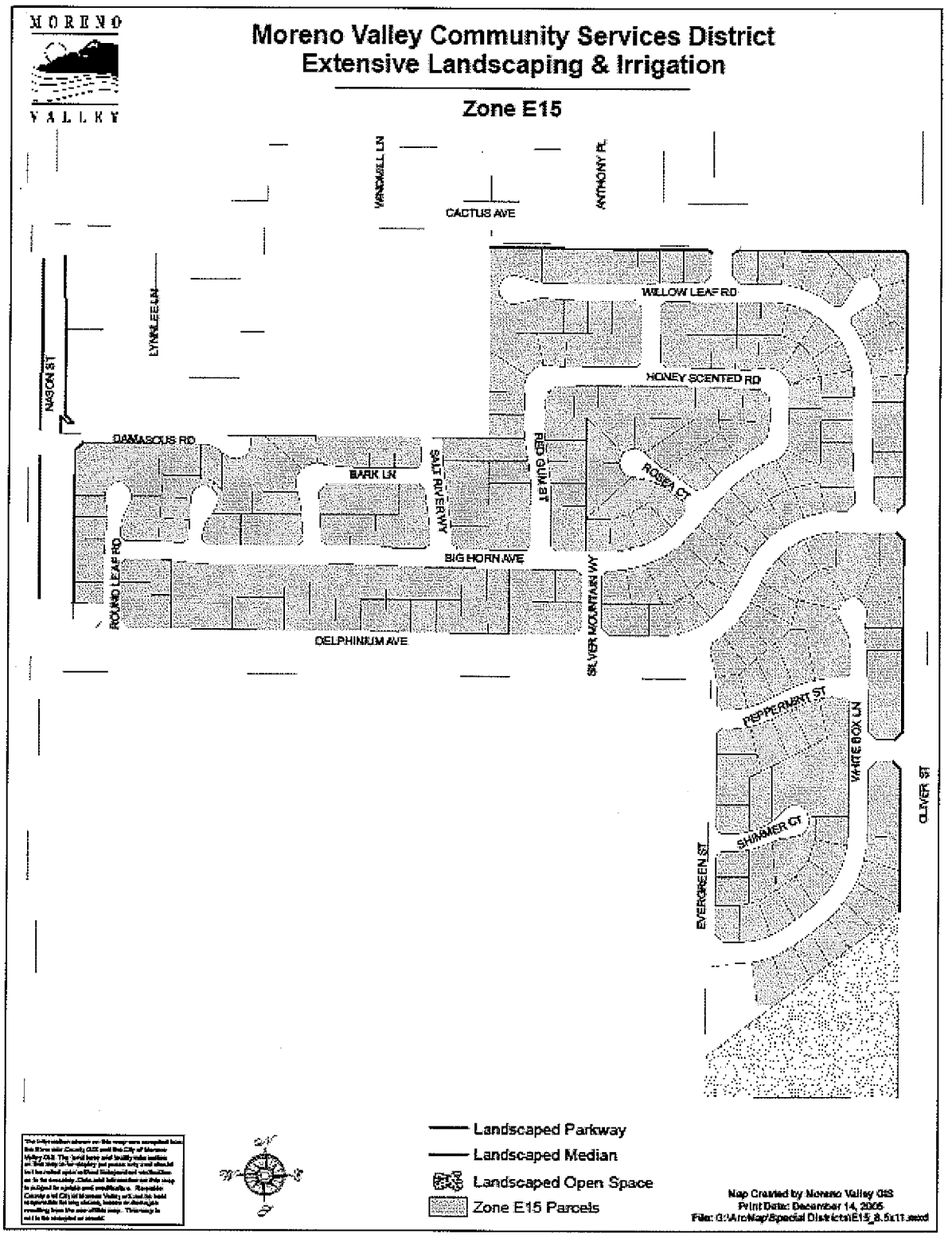
MORENO VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E15
WINDMILL LN
ANTHONY PL
CACTUS AVE
WILLOW LEAF RD
LYNN LEE LN
NASON ST
HONEY SCENTED RD
DAMASCUS RD
BARK LN
SALT RIVER WY
RED GUM ST
ROSEA CT
BIG HORN AVE
ROUND LEAF RD
SILVER MOUNTAIN WY
DELPHINIUM AVE
PEPPERMINT ST
WHITE BOX LN
OLIVER ST
SHIMMER CT
EVERGREEN ST
Landscaped Parkway
Landscaped Median
Landscaped Open Space
Zone E15 Parcels
Map Created by Moreno Valley GIS
Print Date: December 14, 2005

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E16

R.F.P. # BDEMS/10

EXHIBIT B
District Responsibilities

1. CONTRACT SUPERVISION

a. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his delegated representative(s), hereinafter designated as "Director."

b. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. TEST REPORT FORMS

The District will forward Zone D, E, M and S annual backflow assembly test report forms to the Contractor via U.S. Mail immediately upon receipt of same. Should circumstances warrant, the District will notify the Contractor via FAX or telephone that test report forms have been mailed.

3. ACCESS TO BACKFLOW ASSEMBLIES

The District will provide Contractor with key(s) needed for accessing backflow assemblies enclosed in protective cages. Contractor shall return key(s) to the District upon termination of the agreement. Failure to do so will result in charges by the District for replacement of keys and/or any necessary labor required to provide access to the protective cages by the District as set forth in Subsection 2. a. of Exhibit A - Technical Provisions.

MV00199692

Project No. BDEMS/10
R.F.P. # BDEMS/10
EXHIBIT C

Payment Terms

1. CONTRACTOR'S COMPENSATION

a. The Contractor will be paid per test for work performed satisfactorily under this Contract. By the tenth of each month the Contractor shall submit to the Director Backflow Test Reports for the prior month. These reports shall be accompanied by a billing in accordance with the Contract price for the work performed, and shall become the basis for payment. No payment(s) shall be made until aforesaid reports have been submitted, and approved.

b. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract, to wit:

1. The total amount due for all backflow test devices tested the previous month, at Contractor's **Cost Per Test** price, as set forth in Contractor's Base Proposal submittal, and incorporated herein by this reference, and/or;

2. The total amount due for all repairs made the previous month to backflow prevention devices, per prices set forth in Contractor's **Unit Price List**, and submitted as part of Contractor's Proposal, and incorporated herein by this reference.

The total contract amount for twelve (12) months shall not exceed FOUR THOUSAND TWO HUNDRED FOURTY dollars and 00/100 ($4,240.00), except as provided in Section 2.a. below.

c. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

d. Contractor shall be compensated on a time and materials basis for any emergency response, as set forth in Subsection 3. c. of Contract Exhibit A., as well as any corrective work authorized by the Director unless said emergency is determined to have been caused by an act or omission attributable to the Contractor; then, all costs associated with said emergency response and corrective work shall be the solely those of the Contractor.

e. Single repairs over $100.00 for any assembly are to be considered major

MV00199693

repairs, and will require District approval prior to repair. Single repairs under $100.00 for any assembly may be performed without prior approval. All worn and/or replaced parts must be returned to the District.

f. All repair work shall be invoiced separately from testing. Repair parts shall be invoiced at Contractor's cost plus 10%. The District may require Contractor to submit proof of Contractor's cost for repair parts at any time during the contract period.

g. All invoicing for testing and/or repair work will clearly indicate the tract number and CSD Zone associated with the backflow assembly in question.

2. ADDITIONAL WORK

a. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain work in addition to that set forth herein as Contractor's Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Additional Work Price List, Sections A., B., or C., or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2., paragraph b. below, the Contractor shall not perform any such Additional Work without first obtaining express authorization from the District.

b. Notwithstanding the above requirement for prior authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the District for approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

a. Work required in the General or Special Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

b. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delay occasioned by the failure of the District, or of the owner of a utility to provide for the removal or relocation of utility facilities.

MV00199695

Project No. BDEMS/10
R.F.P. # BDEMS/10
EXHIBIT D
Term of Contract

1. TERM OF CONTRACT

a. Following approval by both parties, the Contract will commence on July 1, 2010 and shall terminate twelve (12) months thereafter.

b. At the expiration of its term, the Contract may be extended for up to four additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph b.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Agreement, or any extension thereof.

c. In considering the option to extend the Contract, as set forth in paragraph b. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on verifiable increases in cost to the Contractor to provide services required under Contractor's Scope of Work, or the current regional Consumer Price Index as published by the Bureau of Labor Statistics, whichever basis is agreed to by both parties.

d. At the expiration of its term, the Contract may, with the concurrence of both parties, be extended for up to four (4) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph d.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Agreement, or any extensions thereof.

e. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Community Services District. In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the Community Services District does not grant necessary funding appropriations and/or program approval, then the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

MV00199696

Project No. BDEMS/10
R.F.P. # BDEMS/10

EXHIBIT E

PROPOSAL SUBMITTAL DOCUMENTS

MV00199697

Project No. BDEMS/10
R.F.P. # BDEMS/10
EXHIBIT E

SCHEDULE I

ATTACH ADDITIONAL SHEETS AS NECESSARY TO PROVIDE COMPLETE RESPONSES

1. COMPANY NAME: E.R. Block plumbing

TYPE

- Sole proprietor _____
- Partnership _____
- Corporation X

2. COMPANY ADDRESS/PHONE NUMBER

MAIN OFFICE: 10910 Hole Ave Riverside CA 92505

SATELLITE OFFICE (if applicable): _____

3. CONTRACTOR LICENSE INFORMATION

- LICENSE NUMBER/CLASSIFICATION/NAME STYLE: 675567 C-36
- NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 67
- LICENSE EXPIRATION DATE: 9-2011
- CURRENT LICENSE STATUS: Active
- PRIOR ACTIONS AGAINST THIS LICENSE? IF YES, LIST CITATION TYPE AND HOW RESOLVED: None

4. COMPANY'S FEDERAL IDENTIFICATION NO.: 95-3138160

5. NAME AND TITLE OF COMPANY OFFICERS:

Greg Ross	Pres.
Stacy Ross	VP. - Sect.

MV00199698

6. NUMBER OF YEARS COMPANY HAS PROVIDED BACKFLOW TESTING SERVICES: 25

7. NUMBER OF YEARS COMPANY HAS PROVIDED BACKFLOW TESTING SERVICES FOR PUBLIC AGENCIES: 20

8. REFERENCES

- **LIST AT LEAST THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS - CURRENT OR SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS. ATTACH RESPONSES ON ADDITIONAL SHEETS @ ONE (1) FOR EACH REFERENCE**

- REFERENCE INFORMATION FURNISHED MUST INCLUDE:

  - NAME AND ADDRESS OF AGENCY;
  - NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
  - CONTRACT NAME(S) / NUMBER(S);
  - ANNUAL CONTRACT AMOUNT(S);
  - NUMBER OF BACKFLOWS TESTED PER CONTRACT(S);
  - LENGTH OF CONTRACT(S).

MV00199699

PROMPT
PROFESSIONAL
SERVICE

E. R. BLOCK PLUMBING, INC.
10910 HOLE AVENUE – RIVERSIDE, CA 92505
PHONE (951) 687-4011 FAX (951) 687-0801
CALIFORNIA STATE CONT. #675567

CONTRACT REFERENCES

Eastern Municipal Water District
P.O. Box 8300
Perris, CA 92572
(951) 928-3777
Art Olvera
3 year contract
Annual amount varies depending on number of devices tested.

City of Moreno Valley
14177 Fredrick St.
Moreno Valley, CA 92553
(951)413-3480
Margaret Williams
1 year original contract
Annual amount varies depending on number of devices tested.

Housing Authority of San Bernardino County
1738 W. Ninth St.
San Bernardino, CA 92411
(909) 647-7421
Jim Buckmaster
3 year contract
Annual amount varies depending on number of devices tested.

Alvord Unified School District
10365 Keller Ave.
Riverside, CA 92505
(951) 509-5025
Dennis Hadaway
1 year contract
Annual amount varies depending on number of devices tested.

COMMUNICATIONS & TRAFFIC SAFETY

Communications:

Project General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. Also, the Contractor must designate some responsible employee to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Please describe your company's internal communications system, both office and in-field, and how it will enable your firm to provide the communication capability outlined in the project specifications. Also, please describe how your company will provide the specified twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

Traffic Safety:

Project General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2003 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's traffic control practices and training generally, and how your firm intends to conduct work area traffic control operations if selected to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

MV00199701

LIST OF SUBCONTRACTORS

SUBCONTRACTORS:

In compliance with the provisions of the Government Code, Section 4102, the undersigned prosper herewith sets forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
None used		

CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of the race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 1420, and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE Greg Ross

PRINTED NAME Greg Ross

TITLE Pres.

COMPANY NAME E.R. Block Plumbing

DATE 3-31-2010

PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Proposal Schedule I), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any contract between the Moreno Valley Community Services District and E.R. Block plumbing, and as a further result, the aforesaid firm may be barred from participation in future District contracts as well as be subject to possible criminal prosecution, and;
- I have legal authority to bind E.R. Block plumbing to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE SIGNED

SIGNATURE(S) Greg Ross

PRINTED NAME(S) Grey Ross

TITLE(S) PRES.

COMPANY NAME E.R. Block plumbing

DATE 3-31-2010

R.F.P. # BDEMS/10
EXHIBIT E – cont

SCHEDULE II

BID SCHEDULE

PROPOSER: E.R. Block plumbing
(Company Name)

	COST PER TEST	APPROXIMATE # OF BACKFLOWS*	TOTAL COST PER YEAR
D	20.00	120	2,400.00
M	20.00	26	520.00
S	20.00	4	80.00
E-1	20.00	14	280.00
E-1A	20.00	2	40.00
E-2	20.00	24	480.00
E-3	20.00	7	140.00
E-7	20.00	3	60.00
E-8	20.00	1	20.00
E-12	20.00	2	40.00
E-14	20.00	3	60.00
E-15	20.00	1	20.00
E-16	20.00	5	100.00
TOTAL	4240.00	212	4240.00

Total Proposal Amount in figures: 4,240 and NO /100's Dollars

Total Proposal Amount in words: four thousand two hundred forty and NO /100's Dollars

MV00199705

The Contractor shall furnish all labor, equipment, and materials necessary to provide backflow testing services as set forth in Exhibit A of this contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

* The District is responsible for maintaining approximately 212 backflow devices located in landscaped parkways throughout the City. Quantities are approximate and may increase or decrease during the fiscal year, but are not a guarantee of any quantity to be serviced as a result of this proposal.

Addendum No(s). 1 **has/have been received and is/are made a part of this proposal.**

Greg Ross Pres 3-31-2010

(AUTHORIZED SIGNATURE AND TITLE) (DATE)

R.F.P. # BDEMS/10
EXHIBIT E – cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

A. Prices for Emergency Work, Additional Work, and Routine Backflow Repair, including, but not limited to: Exhibit A., Section 3., paragraph e., and; Exhibit C., Section 2., paragraphs a. through d.

PROPOSER: E.R. Block plumbing
(Company Name)

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

A. REPAIR WORK: $ 75.00 Per Hour

B. EMERGENCY REPAIRS: $ 140.00 Per Hour

C. REPLACEMENT PARTS SUPPLIED AT CONTRACTOR'S COST PLUS 10 %

D. DISCOUNT TERMS: 2 % Net 10 Days

Advance notice of 1 hours required for service during normal business hours.

Greg Ross Pres.
(AUTHORIZED SIGNATURE AND TITLE)

3-31-2010
(DATE)

MV00199707

R.F.P. # BDEMS/10
EXHIBIT E – cont.

PROPOSER: E.R. Block plumbing
(Company Name)

CONTRACT PROPOSAL

The undersigned declares that he has carefully examined the location(s) of the proposed work, that he has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth on the following proposal. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM BASE COMPENSATION SHEET):

four thousand two hundred forty dollars and no/100
(Dollar Amount in Words)

$ 4,240.00
(Dollar Amount in Figures)

Date: 3-31-2010

Proposer: E.R. Block plumbing
(Company Name)

By: Grey Ross
(Signature)

Title: President

State License Number and Classification: 675567 C-36

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF California

PRESIDENT Grey Ross

(Corporate Seal)

SECRETARY Stacy Ross

MV00199708

R.F.P. # BDEMS/10
EXHIBIT E – cont.

AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is cash, a cashier's check, or a certified check, or a Proposal Surety Bond for 424.00, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated 3-31-2010

Signature of Proposer E.R. Block Plumbing

By Grey Ross

Address of Proposer 10916 Hole AVE
Riverside CA 92505

Telephone Number of Proposer (951) 687-4012

Names and Addresses of Members of the Firm:

Grey Ross 7280 Ashley ST COLTON CA 92324
STACY Ross 7280 Ashley ST COLTON CA 92324
(If a Corporation)

Signature of Proposer E.R Block plumbing

By Grey Ross

Title President

Business Address 10916 Hole AVE.
Riverside CA 92505

MV00199709

R.F.P. # BDEMS/10
EXHIBIT E – cont.

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF)§

(NAME) Grey Ross, affiant being first duly sworn, deposes and says:

That he or she is President of
(sole owner, partner or other proper title)
E.R. Block plumbing the party making the
(Contractor)
foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: E.R. Block plumbing

Bidder's Address: 10910 Hole Ave
Riverside CA. 92505

Telephone No.: 951-687-4011

Grey Ross
(Signature of Bidder)

President
(Title)

ALL SIGNATURES MUST BE NOTARIZED

STEFANIE L. ROSS
COMM. #1741961
Notary Public-California
RIVERSIDE COUNTY
My Comm. Exp. April 28, 2011

ACORD® CERTIFICATE OF LIABILITY INSURANCE

OP ID KG
ERBLO-2

DATE (MM/DD/YYYY) 06/24/10

PRODUCER
Alliant Insurance Services,Inc
(Lic-0C36861)
735 Carnegie Drive, Ste 200
San Bernardino CA 92408
Phone: 909-886-9861 Fax: 909-886-2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

E R Block Plumbing
10910 Hole Avenue
Riverside CA 92505

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Peerless Insurance Company	A(XV)CA
INSURER B: Preferred Employers Insurance	A+(XV)CA
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	CBP8429805	03/01/10	03/01/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	X	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS A X HIRED AUTOS A X NON-OWNED AUTOS	CBP8429805	03/01/10	03/01/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO	RISK MANAGEMENT Approved			AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	M. Alonzo 7-28-10 By Date			EACH OCCURRENCE AGGREGATE	$ $ $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WKN10325510	09/01/09	09/01/10	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1000000 $ 1000000 $ 1000000
		OTHER					
A		Property Section	CBP8429805	03/01/10	03/01/11	see below	if applies
A		Equipment Floate	CBP8429805	03/01/10	03/01/11		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

All Plumbing operations pertaining to named insured for certholder.
the City of Moreno Valley and the Moreno Valley Community Services District & Redevelopment Ageny of Moreno Valley are add'l insd as respects gen'l liab per GECG602 09/04; add'l insd as respects auto liab per GECA701 01/07; **SEE ATTACHED HOLDER NOTES**

CERTIFICATE HOLDER

CIMOR02

City of Moreno Valley
Public Works Dept
Spec Districts Admin
P O Box 1440
Moreno Valley CA 92338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL [redacted] MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, [redacted]

AUTHORIZED REPRESENTATIVE

Chad Shaffer

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MV00199711

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

*30 day N O C except 10 day for non-payment of premium. XX LTR
Null & Voids prior certificate issued 02/26/10.

Alliant

DRIVER COMMERCIAL GROUP

June 24, 2010

Re: Insured: E R Block Plumbing
Policy Number: CBP8429805
Policy Period: 03/01/10 to 03/01/11
Policy Number: CBP8429805
Policy Period: 03/01/10 to 03/01/11
Policy Number: WKN10325510
Policy Period: 09/01/09 to 09/01/10

Certificate Holder: City of Moreno Valley
PO Box 1440
Moreno Valley, CA 92338
Certificate Date: 06/24/10

To Whom it may Concern:

Certificate Holders for certain jobs performed by the above captioned Insured require the cancellation wording for their certificate of insurance be amended to exclude the "endeavor to.....but failure to....."wording contained in the cancellation clause.

It is agreed and understood that, in the event of cancellation and Alliant Insurance Services, Inc. is notified, we will advise Certificate Holder of said change and will not be the responsibility of the Insurance Company.

Sincerely,

Authorized Signature

6-24-10
Date

KG

Alliant Insurance Services, Inc. • 735 East Carnegie Drive • Suite 200 • San Bernardino, CA 92408-3588
PHONE (909) 886-9861 • FAX (909) 886-2013 www.alliantinsurance.com • License No. 0C36861

COMMERCIAL LIABILITY GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

2. Exclusions
   Item 2.g. 2) is replaced with the following:
   2.g. 2) A watercraft you do not own that is:
   a) less than 50 feet long; and
   b) Not being used to carry persons or property for a charge.
   Item 2.g. 6) is added:
   6) An aircraft in which you have no ownership interest and that you have chartered with crew.

The last paragraph OF 2. Exclusions is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

SECTION I – COVERAGES

COVERAGE C. MEDICAL PAYMENTS

If Medical Payments Coverage is provided under this policy, the following is changed:

3. Limits
   The medical expense limit provided by this policy shall be the greater of:
   a. $10,000; or
   b. The amount shown in the declarations.

Coverage C:. Medical Payments is primary and not contributing with any other insurance, even if that other insurance is also primary.

The following is added:

COVERAGE D. PRODUCT RECALL NOTIFICATION EXPENSES

Insuring Agreement

We will pay "product recall notification expenses" incurred by you for the withdrawal of your products, provided that
a. Such withdrawal is required because of a determination by you during the policy period, that the use or consumption of your products could result in "bodily injury" or "property damage"; and
b. The "product recall notification expenses" are incurred and reported to us during the policy period.

The most we will pay for "product recall notification expenses" during the policy period is $100,000.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

Item b. and d.are replaced with:

b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

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d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to $500 a day because of time off from work.

SECTION II – WHO IS AN INSURED

Item 4. is replaced with:

4. Any subsidiaries, companies, corporations, firms or organizations you acquire or form during the policy period over which you maintain a controlling interest of greater than 50% of the stock or assets, will qualify as a Named Insured if;
   a) you have the responsibility of placing insurance for such entity; and
   b) coverage for the entity is not otherwise more specifically provided, and
   c) the entity is incorporated or organized under the laws of the United States of America.

However, coverage under this provision does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the entity, or "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the entity.

Coverage under the provision is afforded only under the end of the policy period, or the twelve (12) month anniversary of the policy inception date whichever is earlier.

SECTION III – LIMITS OF INSURANCE

Paragraph 2 is amended to include:

The General Aggregate Limit of Insurance applies separately to each "location" owned by you, rented to you, or occupied by you with the permission of the owner.

Paragraph 6 is replaced with the following:

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, or managed by you under a written agreement with the owner, arising out of any one fire, explosion or sprinkler leakage incident.

   The Fire Damage Limit provided by this policy shall be the greater of.

   a. $500,000 or
   b. The amount shown in the Declarations.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

Item 2.a. is replaced with:

2. Duties in the Event of Occurrence, Offense, claim or Suit
   a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the "occurrence", offense, claim or "suit". Knowledge of an "occurrence", offense, claim or "suit" by other employee(s) does not imply you also have such knowledge. To the extent possible, notice to us should include:
      1) How, when and where the "occurrence" or offense took place;
      2) The names and addresses of any injured persons and witnesses; and
      3) The nature and location of any injury or damage arising out of the "occurrence", offense, claim or "suit".

Item 4.b. 1) b) is replaced with:

b. Excess Insurance
   1) b) That is Fire, Explosion or Sprinkler Leakage Insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, or

Item 6. is amended to include:

6. Representations
   2) If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 8 is replaced with:

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8. Transfer of Rights of Recovery Against Others To Us
   a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.
      b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under that written "insured contract" for that person or organization and included in the "products-completed operations hazard".

Item 10. and Item 11. are added:

10. Cancellation Condition

    If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 60 days prior to the effective date of cancellation.

11. Liberalization
    If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

SECTION V – DEFINITIONS

The following definitions are added or changed:

9. "Insured contract"
   a. Is changed to:
   a. A Contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an "insured contract".

23 and 24 are added:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
24. "Product recall notification expenses" means the reasonable additional expenses (including, but not limited to, cost of correspondence, newspaper and magazine advertising, radio or television announcements and transportation cost), necessarily incurred in arranging for the return of products, but excluding costs of the replacement products and the cash value of the damaged products.

The following Provisions are also added to this Coverage Part:

A. ADDITIONAL INSUREDS-BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is not entitled to any notices that we are required to send to the Named Insured and is an additional insured only with respect to liability arising out of.
   a. Your ongoing operations performed for that person or organization; or
   b. Premises or facilities owned or used by you.

With respect to provision 1.a. above, a person's or organization's status as an insured under this endorsement ends when your operations for that person or organization are completed.

With respect to provision 1.b. above, a person's organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises or facilities ends.

2. This endorsement provision A. does not apply:
   a. Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury", "property damage" or "personal and advertising injury",
   b. To "bodily injury" or "property damage" occurring after:
      (1) All work, including materials, parts or equipment furnished in connection with such work, in the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

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(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

c. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:
   (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
   (2) Supervisory, inspection, architectural or engineering activities.

d. To "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.

e. To any person or organization included as an insured under provision B. of this endorsement.

f. To any person or organization included as an insured by a separate additional insured endorsement issued by us and made a part of this policy.

B. ADDITIONAL INSURED – VENDORS

Paragraph 2. under SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization (referred to below as "vendor") with whom you agreed, in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions.

1. The insurance afforded the vendor does not apply to:
   a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.
   b. Any express warranty unauthorized by you.
   c. Any physical or chemical change in the product made intentionally by the vendor.
   d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
   e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the course of business, in connection with the distribution or sale of the products;
   f. Demonstration, installation, servicing or repair operations except such operations performed at the vendor's premises in connection with the sale of the product.
   g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor, or
   h. To "bodily injury" or "property damage" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.
2. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

Additional Insured: the City of Moreno Valley and the Moreno Valley Community Services District & Redevelopment Agency of Moreno Valley

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Insured Name: E R Block Plumbing

Policy Number: CBP8429805

Policy Effective Date: 03/01/10

COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II – LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.

e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:

(1) If there is similar insurance or a self-insured retention plan available to that organization; or

(2) To 'bodily injury' or 'property damage' that occurred before you acquired or formed the organization.

f. Any volunteer or employee of yours while using a covered 'auto' you do not own, hire or borrow in your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.

g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered 'auto' by an insured, if:

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(1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:

(a) An expressed provision of an 'insured contract,, or written agreement; or

(b) An expressed condition of a written permit issued to you by a governmental or public authority.

(2) The 'bodily injury' or 'property damage' is caused by an 'accident' which takes place after.

(a) You executed the 'insured contract'; or written agreement; or

(b) The permit has been issued to you.

2. COVERAGE EXTENSIONS

a. Supplementary Payments

Subparagraphs (2) and (4) are amended as follows:

(2) Up to $2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident: we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the 'insured' at our request, including actual loss of earning up to $500 a day because of time off from work.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. Hired Auto Physical Damage

a. Any "auto' you lease, hire, rent or borrow from someone other than your employees or partners or members of their household is a covered 'auto' for each of your physical damage coverages.

b. The most we will pay for 'loss' in any one 'accident' is the smallest of:

(1) $50,000

(2) The actual cash value of the damaged or stolen property as of the time of the 'loss''; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the 'accident', we will also pay up to $500 per 'accident' for the actual loss of use to the owner of the covered 'auto'.

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned 'auto' for that coverage. However, any Comprehensive coverage deductible shown in the Declarations does not

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apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered 'auto' you hire without a driver and excess over any other collectible insurance for any covered 'auto' that you hire with a driver.

5. Rental Reimbursement Coverage

We will pay up to $75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an 'auto' because of 'loss' to a covered 'auto'. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than $75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to $500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered' auto'.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph **4. Coverage Extension.**

8. Lease Gap Coverage

If a long-term leased 'auto' is a covered 'auto' and the lessor is named as an Additional Insured – Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the 'auto' at the time of the loss and the 'outstanding balance' of the lease.

'Ourstanding balance' means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

B. EXCLUSIONS

The following is added to Paragraph 3:

The exclusion for 'loss' caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for 'loss' to any of the following:
   a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

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b. Equipment designed or used for the detection or location of radar.

c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c. does not apply to:

(1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered 'auto' at the time of the 'loss' and such equipment is designed to be solely operated by use of the power from the 'auto's' electrical system, in or upon the covered 'auto'; or

(2) Any other electronic equipment that is:

(a) Necessary for the normal operation of the covered 'auto' or the monitoring of the covered 'auto's' operating system; or

(b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered 'auto' normally used by the manufacturer for installation of a radio.

C. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV. – BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

2. **Duties In The Event of Accident, Claim, Suite, or Loss**

a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim 'suite', or loss. Knowledge of an accident, claim, 'suit', or loss, by other employee(s) does not imply you also have such knowledge.

b. To the extent possible, notice to us should include:

(1) How, when and where the accident or loss took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured g.**, but only as respects loss arising out of the operation, maintenance or use of a covered

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'auto' pursuant to the provisions of the 'insured contract', written agreement, or permit.

B. GENERAL CONDITIONS

9. is added

9. UNINTENTIONAL FAIRLURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason

Additional Insured: the City of Moreno Valley and the Moreno Valley Community Services District & Redevelopment Agency of Moreno Valley

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ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID KG
ERBLO-2

DATE (MM/DD/YYYY) 08/23/10

PRODUCER
Alliant Insurance Services,Inc
(Lic-0C36861)
735 Carnegie Drive, Ste 200
n Bernardino CA 92408
one: 909-886-9861 Fax: 909-886-2013

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INSURED
E R Block Plumbing
10910 Hole Avenue
Riverside CA 92505

INSURERS AFFORDING COVERAGE		NAIC #
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INSURER B:	Preferred Employers Insurance	A+(XV)CA
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A	X	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS A X HIRED AUTOS A X NON-OWNED AUTOS	CBP8429805	03/01/10	03/01/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
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		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WKN10325511	09/01/10	09/01/11	X WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1000000 $1000000 $1000000
A A		OTHER Property Section Equipment Floate	CBP8429805 CBP8429805	03/01/10 03/01/10	03/01/11 03/01/11	see below if applies	

RISK MANAGEMENT
Approved
M. Alvarez 10-11-10
By Date

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

All Plumbing opertions pertaining to named insured for certholder. the City of Moreno Valley and the Moreno Valley Community Services District & Redevelopment Ageny of Moreno Valley are add'l insd as respects gen'l liab per GECG602 09/04; add'l insd as respects auto liab per GECA701 01/07; **SEE ATTACHED HOLDER NOTES**

CERTIFICATE HOLDER

CIMOR02

City of Moreno Valley
Public Works Dept
Spec Districts Admin
P O Box 1440
Moreno Valley CA 92338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

NOTEPAD: HOLDER CODE CIMOR02 ERBLO-2 PAGE 3
INSURED'S NAME E R Block Plumbing OP ID KG DATE 08/23/10

*30 day N O C except 10 day for non-payment of premium. XX LTR

Insured: E R Block Plumbing
Policy No: CBP8429805

COMMERCIAL LIABILITY GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

2. Exclusions
   Item 2.g. 2) is replaced with the following:
   2.g. 2) A watercraft you do not own that is:
   a) less than 50 feet long; and
   b) Not being used to carry persons or property for a charge.
   Item 2.g. 6) is added:
   6) An aircraft in which you have no ownership interest and that you have chartered with crew.

The last paragraph OF 2. Exclusions is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

SECTION I – COVERAGES

COVERAGE C. MEDICAL PAYMENTS

If Medical Payments Coverage is provided under this policy, the following is changed:

3. Limits
   The medical expense limit provided by this policy shall be the greater of:
   a. $10,000; or
   b. The amount shown in the declarations.

Coverage C:. Medical Payments is primary and not contributing with any other insurance, even if that other insurance is also primary.

The following is added:

COVERAGE D. PRODUCT RECALL NOTIFICATION EXPENSES

Insuring Agreement

We will pay "product recall notification expenses" incurred by you for the withdrawal of your products, provided that
a. Such withdrawal is required because of a determination by you during the policy period, that the use or consumption of your products could result in "bodily injury" or "property damage"; and
b. The "product recall notification expenses" are incurred and reported to us during the policy period.

The most we will pay for "product recall notification expenses" during the policy period is $100,000.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

Item b. and d.are replaced with:

b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

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d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to $500 a day because of time off from work.

SECTION II – WHO IS AN INSURED

Item 4. is replaced with:

4. Any subsidiaries, companies, corporations, firms or organizations you acquire or form during the policy period over which you maintain a controlling interest of greater than 50% of the stock or assets, will qualify as a Named Insured if;
   a) you have the responsibility of placing insurance for such entity; and
   b) coverage for the entity is not otherwise more specifically provided, and
   c) the entity is incorporated or organized under the laws of the United States of America.

However, coverage under this provision does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the entity, or "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the entity.

Coverage under the provision is afforded only under the end of the policy period, or the twelve (12) month anniversary of the policy inception date whichever is earlier.

SECTION III – LIMITS OF INSURANCE

Paragraph 2 is amended to include:

The General Aggregate Limit of Insurance applies separately to each "location" owned by you, rented to you, or occupied by you with the permission of the owner.

Paragraph 6 is replaced with the following:

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, or managed by you under a written agreement with the owner, arising out of any one fire, explosion or sprinkler leakage incident.

The Fire Damage Limit provided by this policy shall be the greater of.

a. $500,000 or
b. The amount shown in the Declarations.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

Item 2.a. is replaced with:

2. Duties in the Event of Occurrence, Offense, claim or Suit
   a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the "occurrence", offense, claim or "suit". Knowledge of an "occurrence", offense, claim or "suit" by other employee(s) does not imply you also have such knowledge. To the extent possible, notice to us should include:
      1) How, when and where the "occurrence" or offense took place;
      2) The names and addresses of any injured persons and witnesses; and
      3) The nature and location of any injury or damage arising out of the "occurrence", offense, claim or "suit".

Item 4.b. 1) b) is replaced with:

b. Excess Insurance
   1) b) That is Fire, Explosion or Sprinkler Leakage Insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, or

Item 6. is amended to include:

6. Representations
   2) If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 8 is replaced with:

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8. Transfer of Rights of Recovery Against Others To Us
   a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.
   b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under that written "insured contract" for that person or organization and included in the "products-completed operations hazard".

Item 10. and Item 11. are added:

10. Cancellation Condition

    If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 60 days prior to the effective date of cancellation.

11. Liberalization
    If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

SECTION V – DEFINITIONS

The following definitions are added or changed:

9. "Insured contract"
   a. Is changed to:
   a. A Contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an "insured contract".

23 and 24 are added:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
24. "Product recall notification expenses" means the reasonable additional expenses (including, but not limited to, cost of correspondence, newspaper and magazine advertising, radio or television announcements and transportation cost), necessarily incurred in arranging for the return of products, but excluding costs of the replacement products and the cash value of the damaged products.

The following Provisions are also added to this Coverage Part:

A. ADDITIONAL INSUREDS-BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is not entitled to any notices that we are required to send to the Named Insured and is an additional insured only with respect to liability arising out of:
   a. Your ongoing operations performed for that person or organization; or
   b. Premises or facilities owned or used by you.

With respect to provision 1.a. above, a person's or organization's status as an insured under this endorsement ends when your operations for that person or organization are completed.

With respect to provision 1.b. above, a person's organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises or facilities ends.

2. This endorsement provision A. does not apply:
   a. Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury", "property damage" or "personal and advertising injury",
   b. To "bodily injury" or "property damage" occurring after:
      (1) All work, including materials, parts or equipment furnished in connection with such work, in the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

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(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

c. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(2) Supervisory, inspection, architectural or engineering activities.

d. To "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.

e. To any person or organization included as an insured under provision B. of this endorsement.

f. To any person or organization included as an insured by a separate additional insured endorsement issued by us and made a part of this policy.

B. ADDITIONAL INSURED – VENDORS

Paragraph 2. under SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization (referred to below as "vendor") with whom you agreed, in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions.

1. The insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.

b. Any express warranty unauthorized by you.

c. Any physical or chemical change in the product made intentionally by the vendor.

d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or substitution of parts under instructions from the manufacturer, and then repackaged in the original container.

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations except such operations performed at the vendor's premises in connection with the sale of the product.

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor, or

h. To "bodily injury" or "property damage" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.

2. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

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Insured Name: E R Block Plumbing
Policy Number: CBP8429805

COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II – LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.

e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:

(1) If there is similar insurance or a self-insured retention plan available to that organization; or
(2) To 'bodily injury' or 'property damage' that occurred before you acquired or formed the organization.

f. Any volunteer or employee of yours while using a covered 'auto' you do not own, hire or borrow in your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.

g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered 'auto' by an insured, if:

(1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
(a) An expressed provision of an 'insured contract,, or written agreement; or
(b) An expressed condition of a written permit issued to you by a governmental or public authority.
(2) The 'bodily injury' or 'property damage' is caused by an 'accident' which takes place after.
(a) You executed the 'insured contract'; or written agreement; or
(b) The permit has been issued to you.

2. COVERAGE EXTENSIONS

a. Supplementary Payments

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Subparagraphs (2) and (4) are amended as follows:

(2) Up to $2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the 'insured' at our request, including actual loss of earning up to $500 a day because of time off from work.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. Hired Auto Physical Damage

a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners or members of their household is a covered 'auto' for each of your physical damage coverages.

b. The most we will pay for 'loss' in any one 'accident' is the smallest of:

(1) $50,000

(2) The actual cash value of the damaged or stolen property as of the time of the 'loss'; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the 'accident', we will also pay up to $500 per 'accident' for the actual loss of use to the owner of the covered 'auto'.

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned 'auto' for that coverage. However, any Comprehensive coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered 'auto' you hire without a driver and excess over any other collectible insurance for any covered 'auto' that you hire with a driver.

5. Rental Reimbursement Coverage

We will pay up to $75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an 'auto' because of 'loss' to a covered 'auto'. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than $75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to $500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered' auto'.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. Coverage Extension.

8. Lease Gap Coverage

If a long-term leased 'auto' is a covered 'auto' and the lessor is named as an Additional Insured – Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the 'auto' at the time of the loss

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and the 'outstanding balance' of the lease.

'Outstanding balance' means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

B. EXCLUSIONS

The following is added to Paragraph 3:

The exclusion for 'loss' caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for 'loss' to any of the following:
   a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
   b. Equipment designed or used for the detection or location of radar.
   c. Any electronic equipment that receives or transmits audio, visual or data signals.
      Exclusion 4.c. does not apply to:
      (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered 'auto' at the time of the 'loss' and such equipment is designed to be solely operated by use of the power from the 'auto's' electrical system, in or upon the covered 'auto'; or
      (2) Any other electronic equipment that is:
         (a) Necessary for the normal operation of the covered 'auto' or the monitoring of the covered 'auto's' operating system; or
         (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered 'auto' normally used by the manufacturer for installation of a radio.

C. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV. – BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

2. Duties In The Event of Accident, Claim, Suite, or Loss
   a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim 'suite', or loss. Knowledge of an accident, claim, 'suit', or loss, by other employee(s) does not imply you also have such knowledge.

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b. To the extent possible, notice to us should include:
(1) How, when and where the accident or loss took place;
(2) The names and addresses of any injured persons and witnesses; and
(3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.
We waive any right of recovery we may have against any additional insured under Coverage A, 1. Who Is An Insured g., but only as respects loss arising out of the operation, maintenance or use of a covered 'auto' pursuant to the provisions of the 'insured contract', written agreement, or permit.

B. GENERAL CONDITIONS

9. is added
9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS
Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:
b. 60 days before the effective date of cancellation if we cancel for any other reason

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MV00199734

EXTENSION AGREEMENT
PROJECT NO. BDEMS/10
BACKFLOW TESTING SERVICES

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **E. R. Block Plumbing, Inc.** (hereafter, "Contractor").

WHEREAS, the District and Contractor entered into an agreement dated June 3, 2010, referencing Project No. BDEMS/10 regarding backflow testing services hereafter, "Agreement").

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement by a period of twelve (12) months under the following additional terms:

1. The extension period shall commence on **July 1, 2011**, and shall terminate on **June 30, 2012.**

2. In accordance with Exhibit D, Paragraph 1(b) of the Agreement, this Extension shall be considered the first of four possible extensions of the Agreement.

3. Notwithstanding Exhibit C, Paragraph 1(b)(1) of the Agreement, for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension the total amount due for all backflow devices tested the previous month at the Contractor's Cost Per Test price, which shall be **$20.00**. The total contract amount for the twelve (12) month extension period shall not exceed **FOUR THOUSAND TWO HUNDRED FOURTY AND NO/100 ($4,240.00).**

4. Except as set forth above, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

Dated:_____

MORENO VALLEY COMMUNITY SERVICES DISTRICT

By: _____ 6-8-11
Special Districts Division Manager, acting in the Capacity of District Manager to the Moreno Valley Community Services District

CONTRACTOR:

_____	_____
Signature	Signature
GREG ROSS	STACY ROSS
Printed Name	Printed Name
PRESIDENT	SECRETARY
Title	Title

E.R. BLOCK PLUMBING INC
Company Name

(Corporate Seal)

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
DEPUTY City Attorney

6-7-11
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

OP ID: KG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/22/11

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

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

PRODUCER
Alliant Insurance Services,Inc
(Lic-0C36861)
735 Carnegie Drive, Ste 200
San Bernardino, CA 92408
DO NOT USE - Jay Jahn
909-886-9861
909-886-2013

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: ERBLO-2

INSURED
E R Block Plumbing
10910 Hole Avenue
Riverside, CA 92505

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Peerless Insurance Company A(XV) CA	
INSURER B: Preferred Employers Insurance A+(XV) CA	
INSURER C:	
INSURER D: GENERAL & AUTO LIABILITY	
INSURER E: RENEWALS ONLY	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		CBP8429805	03/01/11	03/01/12	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X		BA8830628	03/01/11	03/01/12	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
								$	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE	$	
							AGGREGATE	$	
								$	
								$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WKN10325511	09/01/10	09/01/11	X WC STATU-TORY LIMITS OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

RISK MANAGEMENT
Approved
M. Alonzo 3-2-11
By Date

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
All Plumbing opertions pertaining to named insured for certholder.
the City of Moreno Valley and the Moreno Valley Community Services District & Redevelopment Ageny of Moreno Valley are add'l insd as respects gen'l liab per GEC5602 09/04; add'l insd as respects auto liab per GECA701 01/07.

CERTIFICATE HOLDER

CIMOR02

City of Moreno Valley
Public Works Dept
Spec Districts Admin
PO Box 1440
Moreno Valley, CA 92338

CITY OF MORENO VALLEY SPECIAL DISTRICTS 2011 MAR 15 PM 5

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Chuck Shaklee

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Policy No: CBP8429805

COMMERCIAL LIABILITY GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

2. Exclusions
   Item 2.g. 2) is replaced with the following:
   2.g. 2) A watercraft you do not own that is:
   a) less than 50 feet long; and
   b) Not being used to carry persons or property for a charge.
   Item 2.g. 6) is added:
   6) An aircraft in which you have no ownership interest and that you have chartered with crew.

   The last paragraph OF 2. Exclusions is replaced with the following:

   Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

SECTION I – COVERAGES

COVERAGE C. MEDICAL PAYMENTS

If Medical Payments Coverage is provided under this policy, the following is changed:

3. Limits
   The medical expense limit provided by this policy shall be the greater of:
   a. $10,000; or
   b. The amount shown in the declarations.

Coverage C:. Medical Payments is primary and not contributing with any other insurance, even if that other insurance is also primary.

The following is added:

COVERAGE D. PRODUCT RECALL NOTIFICATION EXPENSES

Insuring Agreement

We will pay "product recall notification expenses" incurred by you for the withdrawal of your products, provided that
a. Such withdrawal is required because of a determination by you during the policy period, that the use or consumption of your products could result in "bodily injury" or "property damage"; and
b. The "product recall notification expenses" are incurred and reported to us during the policy period.

The most we will pay for "product recall notification expenses" during the policy period is $100,000.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

Item b. and d.are replaced with:

b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

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d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to $500 a day because of time off from work.

SECTION II – WHO IS AN INSURED

Item 4. is replaced with:

4. Any subsidiaries, companies, corporations, firms or organizations you acquire or form during the policy period over which you maintain a controlling interest of greater than 50% of the stock or assets, will qualify as a Named Insured if;
   a) you have the responsibility of placing insurance for such entity; and
   b) coverage for the entity is not otherwise more specifically provided, and
   c) the entity is incorporated or organized under the laws of the United States of America.

However, coverage under this provision does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the entity, or "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the entity.

Coverage under the provision is afforded only under the end of the policy period, or the twelve (12) month anniversary of the policy inception date whichever is earlier.

SECTION III – LIMITS OF INSURANCE

Paragraph 2 is amended to include:

The General Aggregate Limit of insurance applies separately to each "location" owned by you, rented to you, or occupied by you with the permission of the owner.

Paragraph 6 is replaced with the following:

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, or managed by you under a written agreement with the owner, arising out of any one fire, explosion or sprinkler leakage incident.

The Fire Damage Limit provided by this policy shall be the greater of.

a. $500,000 or
b. The amount shown in the Declarations.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

Item 2.a. is replaced with:

2. Duties in the Event of Occurrence, Offense, claim or Suit
   a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the "occurrence", offense, claim or "suit". Knowledge of an "occurrence", offense, claim or "suit" by other employee(s) does not imply you also have such knowledge. To the extent possible, notice to us should include:
      1) How, when and where the "occurrence" or offense took place;
      2) The names and addresses of any injured persons and witnesses; and
      3) The nature and location of any injury or damage arising out of the "occurrence", offense, claim or "suit".

Item 4.b. 1) b) is replaced with:

   b. Excess Insurance
      1) b) That is Fire, Explosion or Sprinkler Leakage Insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, or

Item 6. is amended to include:

6. Representations
   2) If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 8 is replaced with:

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8. Transfer of Rights of Recovery Against Others To Us
   a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.
      b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under that written "insured contract" for that person or organization and included in the "products-completed operations hazard".

Item 10. and Item 11. are added:

10. Cancellation Condition

    If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 60 days prior to the effective date of cancellation.

11. Liberalization
    If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

SECTION V – DEFINITIONS

The following definitions are added or changed:

9. "Insured contract"
   a. Is changed to:
   a. A Contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an "insured contract".

23 and 24 are added:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
24. "Product recall notification expenses" means the reasonable additional expenses (including, but not limited to, cost of correspondence, newspaper and magazine advertising, radio or television announcements and transportation cost), necessarily incurred in arranging for the return of products, but excluding costs of the replacement products and the cash value of the damaged products.

The following Provisions are also added to this Coverage Part:

A. ADDITIONAL INSUREDS-BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is not entitled to any notices that we are required to send to the Named Insured and is an additional insured only with respect to liability arising out of.
   a. Your ongoing operations performed for that person or organization; or
   b. Premises or facilities owned or used by you.

With respect to provision 1.a. above, a person's or organization's status as an insured under this endorsement ends when your operations for that person or organization are completed.

With respect to provision 1.b. above, a person's organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises or facilities ends.

2. This endorsement provision A. does not apply:
   a. Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury", "property damage" or "personal and advertising injury",
   b. To "bodily injury" or "property damage" occurring after:
      (1) All work, including materials, parts or equipment furnished in connection with such work, in the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

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(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

c. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:
   (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
   (2) Supervisory, inspection, architectural or engineering activities.

d. To "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.

e. To any person or organization included as an insured under provision B. of this endorsement.

f. To any person or organization included as an insured by a separate additional insured endorsement issued by us and made a part of this policy.

B. ADDITIONAL INSURED – VENDORS

Paragraph 2. under SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization (referred to below as "vendor") with whom you agreed, in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions.

1. The insurance afforded the vendor does not apply to:
   a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.
   b. Any express warranty unauthorized by you.
   c. Any physical or chemical change in the product made intentionally by the vendor.
   d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
   e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the course of business, in connection with the distribution or sale of the products;
   f. Demonstration, installation, servicing or repair operations except such operations performed at the vendor's premises in connection with the sale of the product.
   g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor, or
   h. To "bodily injury" or "property damage" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.
2. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

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Policy No: BA8830628

COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II – LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.

e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:

(1) If there is similar insurance or a self-insured retention plan available to that organization; or
(2) To 'bodily injury' or 'property damage' that occurred before you acquired or formed the organization.

f. Any volunteer or employee of yours while using a covered 'auto' you do not own, hire or borrow in your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.

g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered 'auto' by an insured, if:

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(1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:

(a) An expressed provision of an 'insured contract,, or written agreement; or

(b) An expressed condition of a written permit issued to you by a governmental or public authority.

(2) The 'bodily injury' or 'property damage' is caused by an 'accident' which takes place after.

(a) You executed the 'insured contract'; or written agreement; or

(b) The permit has been issued to you.

2. COVERAGE EXTENSIONS

a. Supplementary Payments

Subparagraphs (2) and (4) are amended as follows:

(2) Up to $2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident: we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the 'insured' at our request, including actual loss of earning up to $500 a day because of time off from work.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. Hired Auto Physical Damage

a. Any "auto' you lease, hire, rent or borrow from someone other than your employees or partners or members of their household is a covered 'auto' for each of your physical damage coverages.

b. The most we will pay for 'loss' in any one 'accident' is the smallest of:

(1) $50,000

(2) The actual cash value of the damaged or stolen property as of the time of the 'loss'"; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the 'accident', we will also pay up to $500 per 'accident' for the actual loss of use to the owner of the covered 'auto'.

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned 'auto' for that coverage. However, any Comprehensive coverage deductible shown in the Declarations does not

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apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered 'auto' you hire without a driver and excess over any other collectible insurance for any covered 'auto' that you hire with a driver.

5. Rental Reimbursement Coverage

We will pay up to $75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an 'auto' because of 'loss' to a covered 'auto'. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than $75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to $500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered' auto'.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph **4. Coverage Extension.**

8. Lease Gap Coverage

If a long-term leased 'auto' is a covered 'auto' and the lessor is named as an Additional Insured – Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the 'auto' at the time of the loss and the 'outstanding balance' of the lease.

'Ourstanding balance' means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

B. EXCLUSIONS

The following is added to Paragraph 3:

The exclusion for 'loss' caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for 'loss' to any of the following:
   a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

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b. Equipment designed or used for the detection or location of radar.

c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c. does not apply to:

(1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered 'auto' at the time of the 'loss' and such equipment is designed to be solely operated by use of the power from the 'auto's' electrical system, in or upon the covered 'auto'; or

(2) Any other electronic equipment that is:

(a) Necessary for the normal operation of the covered 'auto' or the monitoring of the covered 'auto's' operating system; or

(b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered 'auto' normally used by the manufacturer for installation of a radio.

C. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV. – BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

2. **Duties In The Event of Accident, Claim, Suite, or Loss**

a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim 'suite', or loss. Knowledge of an accident, claim, 'suit', or loss, by other employee(s) does not imply you also have such knowledge.

b. To the extent possible, notice to us should include:

(1) How, when and where the accident or loss took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured g.**, but only as respects loss arising out of the operation, maintenance or use of a covered

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'auto' pursuant to the provisions of the 'insured contract', written agreement, or permit.

B. GENERAL CONDITIONS

9. is added

9. UNINTENTIONAL FAIRLURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason

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EXTENSION AGREEMENT
PROJECT NO. BDEMS/10
BACKFLOW TESTING SERVICES

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **E. R. Block Plumbing, Inc.** (hereafter, "Contractor").

WHEREAS, the District and Contractor entered into an agreement dated June 3, 2010, referencing Project No. BDEMS/10 regarding backflow testing services (hereafter, "Agreement").

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement.

WHEREAS the Extension of the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2012**, and shall terminate on **June 30, 2013**.

2. In accordance with Exhibit D, Section 1b of the Agreement, this Extension shall be considered the second of four possible extensions of the Agreement.

3. Notwithstanding Exhibit C, 1., b.,1., for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension for all backflow devices tested the previous month at the Contractor's Cost Per Test price, which shall be **TWENTY AND 00/100 DOLLARS ($20.00)**. The total contract amount for the twelve (12) month extension period shall not exceed **FOUR THOUSAND TWO HUNDREND-FORTY AND 00/100 DOLLARS ($4,240.00).**

4. Notwithstanding Exhibit C, 2. a. and Exhibit E, Additional Work Price List, of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the CSD Board (City Council), the Director (the Public Works Director/City Engineer or his designated appointee) may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **THIRTY THOUSAND AND 00/100 DOLLARS ($30,000.00)** for necessary normal or emergency repair work and replacement parts as may be supplied by the Contractor.

5. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

EXTENSION AGREEMENT
PROJECT NO. BDEMS/10
BACKFLOW TESTING SERVICES

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley
Community Services District

By: _____
Title: Financial & Administrative Services Director, acting in the capacity of Chief Fiscal Officer to the Moreno Valley Community Services District

Date: 7/2/12

Contractor: E. R. Block Plumbing

By: _____
Title: (President or Vice President)

Date: 4-13-12

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

Suzanne Bryant
Deputy City Attorney

6-26-12
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

6/27/12
Date

By: _____
Title: Corporate Secretary or Assistant Secretary

Date: _____

Affix Corporate Seal Below

ERBLO-2 OP ID: SG

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/28/13

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

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

PRODUCER
Alliant Insurance Services,Inc
(Lic-0C36861)
735 Carnegie Drive, Ste 200
San Bernardino, CA 92408
Chuck Shanklin, CIC
909-886-9861
909-886-2013

CONTACT NAME: Kennail Goad
PHONE (A/C, No, Ext): 909-474-8770 FAX (A/C, No): 909-886-2013
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Golden Eagle Insurance Corp A(XV)/NA	10836
INSURER B : Preferred Employers Insurance A(XV)/CA	10900
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
E R Block Plumbing
10910 Hole Avenue
Riverside, CA 92505

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		CBP8429805	03/01/13	03/01/14	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X		BA8830628	03/01/13	03/01/14	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WKN10325513	09/01/12	09/01/13	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Property Section Special Form R/C			CBP8429805	03/01/13	03/01/14	See below	if applies

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

All Plumbing operations pertaining to named insured for certholder. the City of Moreno Valley and the Moreno Valley Community Services District & Redevelopment Ageny of Moreno Valley are add'l insd as respects gen'l liab per GECG602 09/04; add'l insd as respects auto liab per GECA701 01/07.

Approved
By SMB Date 3-28-13

CERTIFICATE HOLDER

CIMOR02

City of Moreno Valley
Public Works Dept
Spec Districts Admin
P O Box 1440
Moreno Valley, CA 92338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Chuck Shanklin

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Policy No: CBP8429805

COMMERCIAL LIABILITY GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

2. Exclusions
   Item 2.g. 2) is replaced with the following:
   2.g. 2) A watercraft you do not own that is:
   a) less than 50 feet long; and
   b) Not being used to carry persons or property for a charge.
   Item 2.g. 6) is added:
   6) An aircraft in which you have no ownership interest and that you have chartered with crew.

The last paragraph OF 2. Exclusions is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

SECTION I – COVERAGES

COVERAGE C. MEDICAL PAYMENTS

If Medical Payments Coverage is provided under this policy, the following is changed:

3. Limits
   The medical expense limit provided by this policy shall be the greater of:
   a. $10,000; or
   b. The amount shown in the declarations.

Coverage C. Medical Payments is primary and not contributing with any other insurance, even if that other insurance is also primary.

The following is added:

COVERAGE D. PRODUCT RECALL NOTIFICATION EXPENSES

Insuring Agreement

We will pay "product recall notification expenses" incurred by you for the withdrawal of your products, provided that
a. Such withdrawal is required because of a determination by you during the policy period, that the use or consumption of your products could result in "bodily injury" or "property damage"; and
b. The "product recall notification expenses" are incurred and reported to us during the policy period.

The most we will pay for "product recall notification expenses" during the policy period is $100,000.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

Item b. and d. are replaced with:

b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

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d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to $500 a day because of time off from work.

SECTION II – WHO IS AN INSURED

Item 4. is replaced with:

4. Any subsidiaries, companies, corporations, firms or organizations you acquire or form during the policy period over which you maintain a controlling interest of greater than 50% of the stock or assets, will qualify as a Named Insured if;
   a) you have the responsibility of placing insurance for such entity; and
   b) coverage for the entity is not otherwise more specifically provided, and
   c) the entity is incorporated or organized under the laws of the United States of America.

However, coverage under this provision does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the entity, or "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the entity.

Coverage under the provision is afforded only under the end of the policy period, or the twelve (12) month anniversary of the policy inception date whichever is earlier.

SECTION III – LIMITS OF INSURANCE

Paragraph 2 is amended to include:

The General Aggregate Limit of Insurance applies separately to each "location" owned by you, rented to you, or occupied by you with the permission of the owner.

Paragraph 6 is replaced with the following:

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, or managed by you under a written agreement with the owner, arising out of any one fire, explosion or sprinkler leakage incident.

The Fire Damage Limit provided by this policy shall be the greater of.

a. $500,000 or
b. The amount shown in the Declarations.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

Item 2.a. is replaced with:

2. Duties in the Event of Occurrence, Offense, claim or Suit
   a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the "occurrence", offense, claim or "suit". Knowledge of an "occurrence", offense, claim or "suit" by other employee(s) does not imply you also have such knowledge. To the extent possible, notice to us should include:
      1) How, when and where the "occurrence" or offense took place;
      2) The names and addresses of any injured persons and witnesses; and
      3) The nature and location of any injury or damage arising out of the "occurrence", offense, claim or "suit".

Item 4.b. 1) b) is replaced with:

b. Excess Insurance
   1) b) That is Fire, Explosion or Sprinkler Leakage Insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, or

Item 6. is amended to include:

6. Representations
   2) If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 8 is replaced with:

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8. Transfer of Rights of Recovery Against Others To Us
   a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.
      b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under that written "insured contract" for that person or organization and included in the "products-completed operations hazard".

Item 10. and Item 11. are added:

10. Cancellation Condition

    If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 60 days prior to the effective date of cancellation.

11. Liberalization
    If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

SECTION V – DEFINITIONS

The following definitions are added or changed:

9. "Insured contract"
   a. Is changed to:
   a. A Contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an "insured contract".

   23 and 24 are added:

   23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
   24. "Product recall notification expenses" means the reasonable additional expenses (including, but not limited to, cost of correspondence, newspaper and magazine advertising, radio or television announcements and transportation cost), necessarily incurred in arranging for the return of products, but excluding costs of the replacement products and the cash value of the damaged products.

The following Provisions are also added to this Coverage Part:

A. ADDITIONAL INSUREDS-BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is not entitled to any notices that we are required to send to the Named Insured and is an additional insured only with respect to liability arising out of.
   a. Your ongoing operations performed for that person or organization; or
   b. Premises or facilities owned or used by you.

With respect to provision 1.a. above, a person's or organization's status as an insured under this endorsement ends when your operations for that person or organization are completed.

With respect to provision 1.b. above, a person's organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises or facilities ends.

2. This endorsement provision A. does not apply:
   a. Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury", "property damage" or "personal and advertising injury",
   b. To "bodily injury" or "property damage" occurring after:
      (1) All work, including materials, parts or equipment furnished in connection with such work, in the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

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(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

c. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(2) Supervisory, inspection, architectural or engineering activities.

d. To "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.

e. To any person or organization included as an insured under provision B. of this endorsement.

f. To any person or organization included as an insured by a separate additional insured endorsement issued by us and made a part of this policy.

B. **ADDITIONAL INSURED – VENDORS**

Paragraph 2. under SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization (referred to below as "vendor") with whom you agreed, in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions.

1. The insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.

b. Any express warranty unauthorized by you.

c. Any physical or chemical change in the product made intentionally by the vendor.

d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or substitution of parts under instructions from the manufacturer, and then repackaged in the original container.

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations except such operations performed at the vendor's premises in connection with the sale of the product.

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor, or

h. To "bodily injury" or "property damage" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.

2. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: May 14, 2013

TITLE: FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION PROJECT NO. DSG-1/10

RECOMMENDED ACTION

Recommendations:

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD Board): Approve the First Amendment to the Independent Contractor Agreement ("Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. DSG-1/10, ("First Amendment to Agreement for DSG-1/10") with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for Zone D-1 (DSG-1 full service level) tracts.

2. Authorize the City Manager to execute the First Amendment to the Agreement for DSG-1/10 with TruGreen Landcare.

3. Authorize an adjustment in the purchase order (PO) to TruGreen Landcare for an increase of $7,757.83 when the First Amendment to the Agreement for DSG-1/10 has been signed by all parties.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services. Zone E (extensive landscape maintenance), provides landscape maintenance services at full or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 Stoneridge Ranch), E-14 Mahogany Fields, E-15 (Celebration), and E-16 (Shadow Mountain).

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors who perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement ("Agreement") for landscape maintenance or other related specialty services, such as backflow testing, repair and replacement.

The Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. "Base services" include: mowing, edging and trimming of turf grass areas, pruning and trimming of shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes and groundcovers, and pesticide applications. Base services are performed on a scheduled rotation basis.

"Additional work" is unanticipated, extra services that may be required and can include added square footage to a service area at a pre-stated unit cost during the contracting term. Additional work services may include, but is not limited to, irrigation repairs, labor and materials, additional plant materials, fertilizer applications, and/or mulching, or unscheduled services as allowed per Exhibit E of the Agreement (See Attachment 3 - Additional Work Price List) or provided as a supplementary proposal for specialty services. While efforts are made to anticipate additional, unexpected or emergency work at the beginning of a contracting term, extra work and/or acceptance of additional service areas can occur which requires the Agreement to be amended to include the costs associated with any added additional work that may be required prior to the end of the term of the Agreement.

DISCUSSION

DSG-1/10 is the CSD landscape maintenance Agreement that covers the Zone D full service CSD maintained landscape service areas consistent with the terms of the CSD Zone D General Service Level Guidelines, as listed in the Moreno Valley Community

Services District Zone D (Parkway Landscape Maintenance) Service Plan Policy, adopted by the CSD Board on January 9, 2001, and most recently amended on April 26, 2011.

The Agreement as extended was authorized in the NTE amount of $66,158.84 ($61,458.84 for base maintenance services and $4,700.00 for additional work) for fiscal year (FY) 2012/13.

The base amount of the Agreement is being revised to include additional square footage of planter area along Tracts 31129 (1,185 sq. ft.) and 16769 (3,200 sq. ft.) at the additional work price as listed in the Agreement for an increase in the base amount of the Agreement.

A one-time payment of $1,804.80 is requested to be paid to the Contractor for some 3,200 sq. ft. of planter landscape maintenance for Tract 16769 that has been maintained in FYs 2010/11 and 2011/12, for which the Contractor was not compensated due to an understated sq. footage amount listed within the Agreement.

Due to budgetary constraints, staffing reductions were necessary in the Special Districts Division during FYs 2011/12 and 2012/13. In FY 2012/13, tasks normally performed by field personnel, including irrigation repair services had to be transitioned to the Contractor in order to keep up with the workload. As a result of this change, the Agreement's additional work allocation is in need of an increase from $4,700.00 to $9,500.00 (a $4,700.00 increase) to cover the cost of additional services to provide labor and materials for irrigation repair services.

This First Amendment to the Agreement for DSG-1/10 will increase the base maintenance cost by $2,957.83 ($1,153.03 for the addition of tracts and $1,804.80 for a one-time payment) and the additional work cost by $4,800.00 for a total increase of $7,757.83. These adjustments are consistent with the unit costs identified in the Agreement. Approval of the First Amendment to the Agreement for DSG-1/10 will increase the NTE amount to $73,916.67 ($64,416.67 for base maintenance services and $9,500.00 for additional work) for FY 2012/13.

ALTERNATIVES

1. Approve the First Amendment to the Agreement for DSG-1/10 with TruGreen Landcare, for Zone D (DSG-1 full service level) tracts in the form attached hereto to provide continuation of landscape maintenance and maintenance related services, authorize the City Manager to execute said First Amendment to the Agreement for DSG-1/10 with TruGreen Landcare, and authorize an increase in the purchase order to TruGreen Landcare in the amount of $7,757.83. *By selecting this alternative the CSD Board will prevent interruptions in landscape maintenance services and allow for the necessary funding of additional work to be performed within those CSD landscaped service areas for the 2012/13 fiscal year.*

2. Do not approve the First Amendment to the Agreement for DSG-1/10 with TruGreen Landcare, in the form attached hererto for Zone D (DSG-1 full service level) tracts for continuation of landscape maintenance services, do not authorize the City Manager to execute said First Amendment to the Agreement for DSG-1/10 with TruGreen Landcare, and do not authorize an increase in the purchase order to TruGreen Landcare in the amount of $7,757.83. *By selecting this alternative, the CSD Board may allow for a lapse in necessary additional maintenance services to be provided and compensated for in the Zone D-1 (DSG-1) landscape area.*

FISCAL IMPACT

CSD Zone D is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills and pays for parkway, median, and open space landscape maintenance and associated landscape maintenance related services. **These actions will not impact the City's General Fund.**

The following table represents the Adjustment to be made in the General Ledger Account to the Zone D budget to accommodate the First Amendment to the Agreement for DSG-1/10 landscape maintenance services.

Service Area (Zone)	Contractor	GL Account	Base Agreement Amount	2012/13 Additional Work Agreement Amount	2012/13 Agreement Total	2012/13 Net Adjustments	2012/13 Amended Agreement Total
DSG-1	TruGreen Landcare	5111-30-79-25704-620910	$ 61,458.84	$ 4,700.00	$ 66,158.84	$ 7,757.83	$ 73,916.67

CITY COUNCIL GOALS

Community Image and Positive Environment:

By approving the Amendments to the Agreements as listed herein, the CSD Board will allow for the promotion of a positive environment through continued maintenance of parkways and medians.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1: First Amendment to the Agreement for DSG-1/10

Attachment 2: Agreement for DSG-1/10 for FY 2010/11 and Extensions to the Agreement for DSG-1/10 for FY's 2011/12, and 2012/13

Attachment 3: Additional Work Price List

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special District Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT MORENO VALLEY COMMUNITY SERVICES DISTRICT MAINTENANCE OF PARKWAY & MEDIAN LANDSCAPING AND IRRIGATION

PROJECT NO. DSG-1/10

This First Amendment to the Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT, a municipal corporation, hereinafter referred to as "CSD," and TruGreen Landcare, a California General Partnership hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for PROJECT NO. DSG-1/10, hereinafter referred to as "Agreement," dated June 23, 2010; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform maintenance of parkway landscaping and irrigation of the identified landscape areas as provided in the Agreement; and,

WHEREAS, an extension agreement was entered into on June 30, 2011 for the 2011/12 Fiscal Year ("FY"), the "First Extension Agreement"; and,

WHEREAS, an extension agreement was entered into on July 9, 2012 for the 2012/13 FY, the "Second Extension Agreement"; and,

WHEREAS the Second Extension Agreement was authorized in the not-to-exceed (NTE) amount of $66,158.84 ($61,458.84 for base maintenance services to be paid at a rate of $5,121.57 on a monthly basis one month in arrears and $4,700.00 for additional work); and,

FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. DSG-1/10

WHEREAS, it has been determined that certain tracts and/or additional service areas of existing tracts should be incorporated into the Agreement for DSG-1 and provided said services consistent with available funding in accordance with the terms outlined in the Agreement for maintenance services; and,

WHEREAS it has been determined that the additional service areas to be added to the Agreement should be compensated at the rates as provided for in the Agreement; and,

WHEREAS, it is desirable to amend the Agreement and increase the NTE fee amount of the Second Extension Agreement for the 2012/13 FY to accommodate the addition of certain landscape areas, as more particularly described in Section 1 of this First Amendment to the Agreement; and,

WHEREAS, additional work has been identified that will incur an added cost of $4,800.00 over the anticipated additional work amount provided for in the Second Extension Agreement, Section 6, which is a provision of Exhibit C, Numeral 2, Letter e. of the Agreement, additional labor and material costs that include, but are not limited to irrigation services and replanting, materials and labor, at the prices listed in Exhibit E, Schedule II, Letter A, Additional Work Price List of the Agreement.

SECTION 1 FIRST AMENDMENT to the AGREEMENT:

1.1 Exhibit E of the Agreement is hereby modified to include revisions to the project sites, which are listed on Exhibit "A" to this First Amendment.

FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. DSG-1/10

1.2 Base Amount. Exhibit C "PAYMENT TERMS" Section 1. b of the Agreement, as applied to the Second Extension Agreement is hereby revised to include the addition of 1,185 sq. ft. of planter along Tract 31129 (1,185 sq. ft. at the additional cost of $0.0235 per sq. ft. per. month, per the Agreement, Exhibit E, Additional Work Price List, B. 1., for 9 months or an additional $250.63 for the term of the Second Extension Agreement), and 3,200 sq. ft. of additional planter area in Tract 16769 (3,200 sq. ft. at $0.0235 per sq. ft., for 12 months or an additional $902.40). The combined amounts for the added sq. ft. of maintenance for Tract 31129 and 16769 for FY 2012/13 adds an additional amount of $1,153.03 to the base maintenance service cost of the Second Extension Agreement (from $61,458.84 to $62,611.87) for FY 2012/13 as reflected in Exhibit A as attached hereto this First Amendment.

1.3 One Time Payment. In consideration for the sq. ft. maintained in Tract 16769, but not accounted in the Agreement as entered into for FY 2010/11, and the First Extension Agreement, for FY 2011/12, the CSD agrees to pay the Contractor and the Contractor agrees to receive a one-time lump sum payment of $1,804.80 for 24 months of landscape maintenance service of the 3,200 sq. ft. of parkway area associated with Tract 16769 which contains 10,700 sq. ft. of landscaping for which only 7,500 sq. ft. had been identified in the Agreement and carried through to the First Extension Agreement.

1.4 Additional Work. Notwithstanding Exhibit C., Section 2, Letter E of the Agreement, and Number 6 of the Second Extension Agreement, an increase of $4,800.00 in the additional work amount from $4,700.00 to $9,500.00 to provide for added unanticipated services associated with the landscape and irrigation maintenance services for the DSG-1 service areas.

FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. DSG-1/10

1.5 The CSD agrees to pay and the Contractor agrees to receive an amended NTE fee of $73,916.67 ($62,611.87 for base, $1,804.80 one-time payment, and $9,500.00 for additional work) as set forth here in Sections 1.2, 1.3 and 1.4 herein and in accordance with the "TERMS OF PAYMENT" section of the Agreement.

SECTION 2

2.1 Except as otherwise specifically provided in this First Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. DSG-1/10

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District

Date: _____

Contractor: TruGreen Landcare

By: _____
Title: (President or Vice President)

Date: _____

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: _____

Affix Corporate Seal Below
(If applicable)

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

FIRST AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. DSG-1/10

Moreno Valley Community Services District
Zone DSG-1

DSG-1	DSG-1	Estimated Turf Sq Ft	Estimated Planter Sq Ft	FY 12/13
12305	12305		722	$ 202.80
19675	19675		2,550	$ 716.04
14387/12268	14387/12268		2,712	$ 761.52
22999	22999	1,800	1,404	$ 899.64
19529	19529		3,330	$ 935.04
19496	19496		3,600	$ 1,010.88
20120	20120	3,500	250	$ 1,053.00
19142	19142		3,950	$ 1,109.16
19233	19233		4,960	$ 1,392.72
19541	19541	5,325		$ 1,495.20
19141	19141		5,838	$ 1,639.32
21806	21806	5,975		$ 1,677.84
21345	21345		6,600	$ 1,853.28
31268	31268		7,058	$ 1,981.80
19474	19474		7,240	$ 2,033.04
12902	12902		7,344	$ 2,062.20
19533	19533		7,400	$ 2,077.92
31269	31269		7,450	$ 2,091.96
16769	16769		10,700	$ 3,008.40
31424	31424		8,750	$ 2,457.00
18283	18283		11,388	$ 3,197.76
31129	31129		13,580	$ 3,731.11 [1]
32715	32715		12,715	$ 3,570.36
20197	20197		13,680	$ 3,841.32
32625	32625		17,826	$ 5,005.56
30967	30967		18,013	$ 5,058.00
21597	21597	31,769	1,461	$ 7,749.00
Totals	**Totals**			**$ 62,611.87**

[1] The FY 12/13 line item for Tract 31129 reflects 12,395 sq. ft. for 12 months and 1,185 sq. ft. at 9 months at a rate of $0.0235 per sq. ft.

Exhibit A

Moreno Valley Community Services District
R.F.P. # DSG-1/10

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager To the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. **CONTRACTOR INFORMATION:**

Contractor's Name: TruGreen Landcare
Address: 1616 Marlborough Ave. Bld. S
City: Riverside , Ca 92507
Business Phone: 951-688-6880 Fax No.: 951-686-1436
Other Contact Number: _____
Social Security Number: _____
Business License Number: 07754
Federal Tax I.D. Number: 36-4313318
Contractors' License Number & Classification: 774548 C-27, C-61, D-49

2. **CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:**

A. The Contractor's scope of service, performance specifications, and/or additional terms and conditions are described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The District's responsibility, other than payment, is described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contractor Starting Date is July 1, 2010 and the Contractor Ending Date is June 30, 2011. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-

performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal submittal documents, including but not limited to the Notice Requsting Proposals, Instruction To Proposers, Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. **STANDARD TERMS AND CONDITIONS**:

A. Control of Work. Except for compliance with specifications and performance standards provided for in Exhibit "A," Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide any training to Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

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F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, RDA, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement.

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.

By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed

by both parties. Assignment of this Agreement is prohibited without prior written consent.

J. Termination.
   a. Either party may terminate this Agreement upon breach of the Agreement by the other party. In the event the District terminates the Agreement, the Contractor shall perform no further services under the Agreement unless the notice of termination authorizes such further work.
   b. The District may terminate this Agreement without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractors time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Agreement. No officer or employee of the District or City shall have any financial interest in this Agreement in violation of federal, state, or local law.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is

confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor:

TruGreen Landcare
Riverside, CA 92507
951-688-6880
[Telephone number]
951-686-1436

[Fax number]

With a copy to:

_____
[Attorney for Contractor, if applicable]

_____
[Street Address]

_____
[Post Office Box, if applicable]

_____
[City, State, Zip Code]

_____
[Telephone number]
( )_____
[Fax number]
( )_____

To CSD:

MORENO VALLEY COMMUNITY SERVICES DISTRICT
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto
Telephone number: (951) 413-3480
Fax Number: (951) 413-3498

With a copy to:

City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: (951) 413-3036
Fax number: (951) 413-3034

SIGNATURE PAGE TO FOLLOW

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____
Mayor, acting in the capacity of
President of the Board of Directors
of the Moreno Valley
Community Services District

Date: 6/23/10

Contractor

By: _____

Title: BRANCH MANAGER

Date: 5-20-10

By: _____

Title: _____

Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

6.14.10
_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

6/15/10
_____
Date

Attachments

Project No. DSG-1/10
R.F.P. # DSG-1/10
EXHIBIT A

1. SCOPE OF WORK

a. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Contract Exhibit A.

b. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf and shrub areas designated hereunder; regularly maintain and prune trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

c. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

d. The Contractor shall be responsible for carefully reviewing the site(s), and verifying that all areas include the square footage noted for each location of proposed work. The Contractor shall not be relieved of his or her liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Specifications, and the actual conditions revealed during the examination of the locations of the proposed work.

2. SCHEDULING OF WORK

a. The Contractor shall adhere to the facilities, equipment and staffing schedule, and monthly and annual work schedules submitted as a part of Contractor's bid, and incorporated herein by this reference. These schedules, and any approved revisions thereto, shall be used by the District as a basis for determining Contractor's satisfactory performance.

b. Revisions to facilities, equipment, staffing, or monthly and annual work schedules shall not be implemented without the prior written approval of

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the Director. The Contractor shall submit proposed revisions to equipment and staffing, or monthly and annual work schedules in writing to the District at the address as set forth in Section N. of the Agreement, at least ten (10) working days prior to commencing work per the proposed revisions.

c. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

d. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

e. The Contractor shall notify the Director in writing at least five (5) days prior to the date and time of all "Specialty" type maintenance operations, which shall include, but are not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended methods of execution, materials to be used, and the dates for commencement, and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

f. When inclement weather renders performance per approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor shall adjust his work force in order to accomplish those work items not affected by weather, and shall contact District field staff to inform them of said alternate work assignments. Failure to so advise the District may be cause for assessment of non-performance penalties, per Exhibit C, Section 4.

g. For the purposes of this Contract, "Working Days" shall be Mondays through Fridays. The hours of maintenance service shall be 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule approved the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior approval of the Director.

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The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas	December 25

If a holiday falls upon a Sunday, the following Monday shall be the date the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, contractor shall submit a proposed make-up day for the Director's approval.

3. FUNCTIONS AND RESPONSIBILITIES

a. The Director and Contractor shall conduct an inspection of all sites covered under this Agreement as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Agreement. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

b. The Contractor shall maintain on an ongoing basis a monthly log that records all work performed by Contractor. Said log shall be in a form and content acceptable to the Director (see Contract Documents, Appendix B), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

c. The Contractor shall perform at least one maintenance inspection weekly during daylight hours of all sites. Such inspection shall be both visual and operational, including but not limited to, operation of all automatic irrigation

systems to check for proper condition, and reliability. Additionally, the Director may require Contractor to attend meetings with District field staff at some fixed interval to review Contractor's operations, and schedule such future work as may be ordered by the Director. Failure to conduct said weekly inspections or attend regularly scheduled meetings, may result in the assessment of non-performance penalties per Exhibit C., Section 4.

d. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in Contractor's firm name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Section 3., paragraph e. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, two-way radio, pager, or car phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service, and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

e. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at <u>any</u> time:

1. City Manager
2. Director of Public Works
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Landscape Districts Program Manager
7. Senior Landscape Services Inspector
8. Landscape Services Inspector
9. Street Maint. Supervisor

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Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2., paragraphs a. and b., unless said emergency is determined to have been caused by an act or omission attributable to Contractor.

4. CONTRACTOR'S STAFF

a. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

b. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper and efficient manner at all times, and shall cause the least possible inconvenience to the public.

c. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the District.

d. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to proper shoes, other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements, and wearing of proper clothing.

Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

e. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

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5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards, and its branch offices.

6. COMPLAINTS

a. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3., paragraph a.

b. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above.

c. In addition to the provisions of Section 6., paragraph a. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

a. The Contractor agrees to perform all work outlined in these Specifications in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all

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applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

b. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2003 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between 3:30 p.m. and 6:00 p.m.

c. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

d. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) days following the occurrence.

e. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3. of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section of the General Provisions may result in contract termination, per Agreement, Section J.

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8. USE OF CHEMICALS

a. Before the beginning of the contract period, the Contractor shall submit a list of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals approved by the State of California Department of Food and Agriculture, and shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS).

b. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.

d. Contractor shall report all fertilizers and pesticides used in performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3., paragraph b. above. This report shall include: date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of contract. By submitting a proposal, the Contractor certifies to the City that he has trained his employees and subcontractors, if any, for Urban Runoff Management, and included sufficient sums in his base compensation proposal amount to cover such costs of said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

a. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the period of work on this contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

b. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

a. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this contract, as required by California Labor Code Section 1776.

b. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

c. The District may withhold from Contractor's progress payments the penal sum of $25.00 per calendar day (or portion thereof) for each workman employed in connection with this contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

a. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

b. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

a. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

b. Repairs made to sites and site appurtenances that are damaged as a result of Acts of God, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2., paragraphs a. and b.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

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R.F.P. # DSG-1/10
TECHNICAL PROVISIONS - LANDSCAPE

1. TURF CARE

a. All turf areas shall be mowed, edged, and trimmed weekly-on no more than two (2) consecutive days-weather and site conditions permitting. Any prolonged deviation from this schedule shall require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

b. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

c. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

d. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

e. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

f. Mowing height for cool season grasses shall not exceed three inches (3")

g. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.

h. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

i. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

j. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

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k. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

l. Fertilization: See Technical Provisions - Fertilization, Section 1., paragraphs a. through f.

m. Pest control: See Technical Provisions - Pesticide Use, Section 4., paragraphs a., b, and c.

n. Aeration:

1. All turf areas shall be aerated two (2) times annually;

2. Aeration shall be done in the spring and fall, or as directed by District field staff;

3. Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

4. Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

5. Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

6. Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions - Fertilization Specifications, Section 1., paragraphs a. (Table I), b., c., d., and e.

o. Renovation/thatching operations are to be considered Additional Work, per Exhibit C., Section 2., paragraphs a. and b.

2. TREE CARE

a. All trees are to be maintained in a manner that will promote normal, healthy growth.

b. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2., paragraphs a., and b.

c. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

d. Any tree shall be pruned at any time in order to:

1. Remove dead, diseased, or damaged branches;

2. Remove unwanted encroachments into public and/or utility rights-of-way;

3. Correct any condition which the Director has deemed to be hazardous.

e. Trees up to eighteen feet (18') in height shall:

1. Be pruned to enable successful adaptation to their particular site situation;

2. Have no more than one-third (1/3) of living branches removed annually;

3. Be fertilized only as directed by District field staff.

f. Trees over eighteen feet (18') in height shall:

1. Be inspected annually;

2. Pruned and/or trimmed as necessary to maintain proper site orientation;

3. Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

4. Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

g. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order;

2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

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h. The following practices shall not be allowed:

1. Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

3. Use of pruning paint/pruning compound/wound dressing;

4. Use of climbing spurs or gaffs.

i. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

j. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodgepole-type stakes is the minimum District standard.

k. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

l. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a. through d., below.

3. SHRUB CARE

a. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

b. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

c. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

d. Any shrub shall be pruned and/or trimmed at any time in order to:

1. Remove dead, diseased, or damaged branches;

2. Remove unwanted encroachments into public and/or utility rights-of-way;

3. Correct any condition which the Director has deemed to be hazardous.

e. Shrubs shall be pruned:

1. To enable successful adaptation to their particular site situation;

2. Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

3. As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

f. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order;

2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

g. The following practices shall <u>not</u> be allowed:

1. Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") <u>will be done only when authorized by the Director on a site-specific basis</u>.

2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

3. Use of pruning paint/pruning compound/wound dressing.

h. Fertilization: See <u>Technical Provisions - Fertilization</u>, Section 2., paragraphs a. through e., below.

i. Pest control: See <u>Technical Provisions – Pesticide Use</u>, Section 3., paragraphs a., b., c., and d.

4. <u>GROUND COVER CARE</u>

a. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

b. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

c. Ground covers shall be pruned/trimmed at any time in order to:

1. Remove dead, diseased, or damaged branches/crowns;

2. Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

3. Correct any condition which the Director has deemed to be hazardous.

d. Ground covers shall be pruned/trimmed/renovated:

1. To enable successful adaptation to their particular site situation;

2. In accordance with accepted practices for the particular species in question;

3. As often as is necessary to accomplish the results intended in paragraphs 1. and 2. above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

e. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order;

2. Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

f. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

g. Fertilization: See Technical Provisions - Fertilization, Section 2., Paragraphs a. through e.

h. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a., b., c., and d.

5. WEED CONTROL

a. All weeds shall be continuously controlled at all sites.

b. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

c. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; non-landscaped portions of sites, as determined by the Director.

d. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

e. Chemical weed control: See Technical Provisions – Pesticide Use, Section 3., paragraph a.

f. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

6. IRRIGATION

a. All landscape sites shall at all times receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

b. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3.-Functions and Responsibilities, paragraph c., above. Said maintenance shall include, but not limited to: visual and operational inspections one (1) time per week; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

The Contractor is required to furnish a full-time (40 hours/week-52 weeks/year) irrigation technician/specialist, equipped with a truck, and the tools, equipment, and materials necessary to fulfill these irrigation specifications.

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c. For the purposes of these Special Provisions, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties up to the amount of 11 percent of the Contractor's monthly base price as set forth in Exhibit C., Section 1., paragraph b. Repairs due to vandalism, theft, and acts or omissions by third parties in excess of the above indicated amount may be billed as Additional Work, per Exhibit C., Section 2., paragraph a.

d. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

e. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

f. Automatic irrigation systems shall:

1. Be inspected for, and repaired as necessary to ensure, proper operation, and coverage not less than one (1) time per week;

2. Be turned off during periods of rainfall, or as directed by District field staff;

3. Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

g. Manually operated irrigation systems shall:

1. Be operated only when Contractor's personnel are present on site;

2. Be inspected for, and repaired as necessary to ensure proper operation, and coverage not less than at each time of operation;

3. Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

h. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

i. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

7. DEBRIS/LITTER

a. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

b. Contractor shall make a minimum of one (1) visitation per week of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walks the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of this condition.

c. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

d. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2., paragraphs a. and b.

e. The Contractor shall dispose of all debris and litter as described in paragraphs a. and b. above off-site, and in a legal manner.

f. The Contractor shall notify the Director **immediately** whenever suspected hazardous waste materials are discovered on service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

g. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

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8. GREENWASTE RECYCLING

a. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

b. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in performance of contract's Scope of Work.

c. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

d. The Contractor shall submit a Monthly Greenwaste Report (see Contract Documents-Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities, paragraph a., above. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

e. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

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R.F.P. # DSG-1/10
TECHNICAL PROVISIONS - FERTILIZATION

1. TURF FERTILIZATION

a. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps.	Type of Fertilizer	Rates per 1000 sq. ft. Lbs.of Actual N	Amt.of Fertilizer
JAN	-	-	-	-
FEB	1	22-0-6**	1.0	4.5 lbs
MAR	-	-	-	-
APR	Aeration†	Humus Base‡	0.5	Per product analysis
MAY	-	-	-	-
JUNE	1	22-5-5*	1.25	5.7 lbs
JULY	-	-	-	-
AUG	-	-	-	-
SEPT	-	-	-	-
OCT	1	22-5-5*	1.25	5.7 lbs
	Aeration†	Humus Base‡	0.5	Per product analysis
NOV	-	-	-	-
DEC	-	-	-	-

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See following section on fertilizers.
**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equal.
These fertilizers to contain micronutrients including iron. See following section on fertilizers.

† See General Provisions, Section 4., paragraph K., and Landscape Maintenance Specifications, Section 1., paragraph n., items 1. through 6.

‡ See Fertilization Specifications, Section 1., paragraphs c. and d. below.

b. Per Technical Provisions – Landscape Section 1.n.6., a humus base fertilizer shall be applied to turf areas immediately following spring and fall aeration operations. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Humus base fertilizers to be applied by drop spreader only.

d. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

e. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

f. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals, paragraph a. above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b. above.

g. Written notification is required to Director five (5) days prior to fertilizer application.

2. SHRUB & GROUND COVER FERTILIZATION

a. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Apps.	Type of Fertilizer	Rates per 1000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
APR	1	23-5-10*	1.5	6.5 lbs
SEPT	1	23-5-10*	1.5	6.5 lbs

* 23-5-10/BEST® POLY SUPREME or approved equal

b. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

c. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said contract, per Section 8. – Use of Chemicals, paragraph a., above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b., above.

d. Written notification is required to Director five (5) days prior to fertilizer application.

e. For fertilizer application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

3. TREE FERTILIZATION

a. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

a. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

1. Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

2. Absolutely no injecting or drilling into tree trunk will be allowed.

3. Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

4. Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

c. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said contract, per Section 8. – Use of Chemicals, paragraph a., above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b., above.

d. Written notification is required to Director five (5) days prior to fertilizer application.

e. For fertilizer application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

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R.F.P. # DSG-1/10
TECHNICAL PROVISIONS – PESTICIDE USE

1. GENERAL

a. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.

b. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Agreement.

c. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

d. Before the beginning of contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used in the fulfillment of said contract, per Section 8., paragraph a., above. A valid written pesticide use recommendation for each pesticide so listed shall be submitted concurrently with this list. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, paragraph b., above, any changes, additions, deletions or substitutions to the recommended pesticides so listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

e. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

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2. REPORTING SPECIFICATIONS

a. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall containaccurate and valid information. The Director may require that copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

b. For pesticide application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

b. A five (5) working day written notice shall be given to the Director prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

a. Weed Control

1. All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice annually, as determined by the Director.

2. Appropriate chemical control must be used on the following weeds. This list is inclusive; other species may be added by the Director as necessary.

Bermuda Grass
Kikuyu Grass
Nutsedge
Field Bindweed
Spurge

3. Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

MV00199797

b. Snail Control

1. Snails shall be controlled on a regular basis on the following plant species:

   Agapanthus africanus;
   Aptenia sp.;
   Gazania sp.;
   Hemerocallis sp.

2. Snails shall be controlled on an as needed basis on all other plant material.

3. Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Insect and Disease Control

1. The Director may require that tree species which are being subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

2. The Director may require that all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

3. The Director may require that all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

4. The Director may require that all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

5. All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

MV00199798

d. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notice from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

4. TURF - PESTICIDE USAGE CRITERIA

a. Weed Control

1. When Director determines that turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications.

2. All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use.

3. Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 2., paragraph a.

b. Insect and Disease Control

1. All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed.

2. All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director.

c. Vertebrate Pest Control

1. All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of notice from the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4., paragraph a.

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PROJECT LOCATION MAPS ON FOLLOWING PAGE

MV00199800

EXHIBIT B
District Responsibilities

1. CONTRACT SUPERVISION

   a. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his delegated representative(s), hereinafter designated as "Director."

   b. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

   The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

   It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity, and communications), and to maintain their appurtenances (i.e., water and electrical meters, backflow devices). The District will pay the costs of water, electricity, and communications used in the sites covered by this Contract. The Contractor shall report to the Director any interruption of these services for whatever reason immediately upon Contractor's observation of same.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

   a. The District shall maintain in full force and effect throughout the entire term of the contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this contract.

   b. Director must give consent in writing prior to application of any Category I pesticide.

Project No. DSG-1/10
R.F.P. # DSG-1/10
EXHIBIT C

Payment Terms

1. CONTRACTOR'S COMPENSATION

a. The Contractor will be paid monthly per site for work performed satisfactorily under this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports of: 1) maintenance performed, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month. These reports shall be accompanied by a billing in accordance with the Contract price for the work performed, and shall become the basis for payment. No payment(s) shall be made until aforesaid reports have been submitted, and approved.

b. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of _____ dollars and _____/100 ($_____.__) per month, one (1) month in arrears, on the last day of the month. The total contract amount for _____ (__) months shall not exceed _____ dollars and _____/100 ($_____.__), except as provided for in Section 2., paragraph c. below.

c. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

a. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain work in addition to that set forth herein as Contractor's Scope of Work. Said Additional Work shall include: Section 2., paragraph c. below ("Additional Landscape Areas"), and; Exhibit A work tasks described as Additional Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Additional Work Price List, Sections A., B., or C., or at a price based on the Contractor's written

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estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2., paragraph b. below, the Contractor shall not perform any such Additional Work without first obtaining express authorization from the District.

b. Notwithstanding the above requirement for prior authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the District for approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

c. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made of a new installation, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in the Exhibit E, Additional Work Price List, Section B., shall be prorated from the day the Contractor commences work on the additional areas.

d. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge <u>only</u> for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Additional Work Price List, Section A. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and 2) vandalism, theft, and acts or omissions by third parties up to the amount of 11 percent of Contractor's monthly base price as set forth in subsection 1.b. above.

e. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs a., b., and c. above in excess of the cumulative total of $_____.__ for each contract year during the term of this Contract.

3. <u>PAYMENT DEDUCTIONS</u>

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

a. Work required in the General or Special Provisions which is: not performed, or; not performed to the standards set forth therein, or;

not performed at or within the time(s) specified therein, or; is incomplete;

b. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delay occasioned by the failure of the District, or of the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to Contractor from District, will be presented to the Contractor by the Director prior to actual deduction to allow for explanations.

Project No. DSG-1/10
R.F.P. # DSG-1/10
EXHIBIT D

Term of Contract

1. TERM OF CONTRACT

a. Following approval by both parties, the Contract will commence on July 1, 2010 and shall terminate twelve (12) months thereafter.

b. At the expiration of its term, the Contract may be extended for up to four additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph b.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Agreement, or any extension thereof.

c. In considering the option to extend the Contract, as set forth in paragraph b. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on verifiable increases in cost to the Contractor to provide services required under Contractor's Scope of Work, or the current regional Consumer Price Index as published by the Bureau of Labor Statistics, whichever basis is agreed to by both parties.

d. At the expiration of its term, the Contract may, with the concurrence of both parties, be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph d.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Agreement, or any extensions thereof.

e. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Community Services District. In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the Community Services District does not grant necessary funding appropriations and/or program approval, then the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

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Project No. DSG-1/10
R.F.P. # DSG-1/10
EXHIBIT E

SCHEDULE I

ATTACH ADDITIONAL SHEETS AS NECESSARY TO PROVIDE COMPLETE RESPONSES

1. COMPANY NAME: Trugreen landCare

TYPE

- Sole proprietor ____
- Partnership √
- Corporation ____

2. COMPANY ADDRESS/PHONE NUMBER

MAIN OFFICE: 1616 Marlborough Ave Bldg S
Riverside, CA 92507

SATELLITE OFFICE (if applicable): ____

3. CONTRACTOR LICENSE INFORMATION

- LICENSE NUMBER/CLASSIFICATION/NAME STYLE: 774548 / C27, C-61, D-49
Trugreen landCare a general Partnership
- NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 10
- LICENSE EXPIRATION DATE: ~~2/25/10~~ mm 8-16-10
- CURRENT LICENSE STATUS: Active.
- PRIOR ACTIONS AGAINST THIS LICENSE? IF YES, LIST CITATION TYPE AND HOW RESOLVED: no

4. COMPANY'S FEDERAL IDENTIFICATION NO.: 36-4313318

5. NAME AND TITLE OF COMPANY OFFICERS:

Rick Ascolese	President & CEO
Ron Bromkampt	West Division Vice President
Mark Wesel	Region Vice President
Manny Mendes	Branch Manager

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6. NUMBER OF YEARS COMPANY HAS PROVIDED LANDSCAPE MAINTENANCE SERVICES: 40 years through acquisitions

7. NUMBER OF YEARS COMPANY HAS PROVIDED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 40 years through acquisitions

8. CURRENT LANDSCAPE MAINTENANCE OPERATIONS
THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED BY ANSWERING THIS QUESTION (QUESTION 8.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

- TOTAL LANDSCAPE MAINTENANCE CONTRACTS: 126
- PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 51.
- TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: 5,220,000 Yearly Basic Maintenance
- PUBLIC AGENCY PERCENTAGE OF TOTAL MAINTENANCE CONTRACT VALUE: 25%
- NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS
  - SUPERVISORS: 6 AVERAGE SALARY RANGE: $45-60K / + Yr.
  - TECHNICIANS: 10 AVERAGE WAGE SCALE: $ 14.00 /Hr.*
  - FOREMEN: 36 AVERAGE WAGE SCALE: $ 12.00 /Hr.*
  - LABORERS: 80 AVERAGE WAGE SCALE: $ 9.50 /Hr.*

  *Use fully burdened rate (i.e., taxes, insurance, benefits, OH &P) - this is a prevailing wage project

  - TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

- MOTOR VEHICLES
  - TYPE: Pick Ups F150 + 1500 NUMBER: 15
  - TYPE: Stake Bed Trucks F350 + 450 NUMBER: 22
  - TYPE: Dump Trucks F450 NUMBER: 9
  - TYPE: NUMBER:

- POWER EQUIPMENT
  - TYPE: Gas Mowers NUMBER: 84
  - TYPE: Blowers NUMBER: 48
  - TYPE: Hedge Trimmers NUMBER: 47
  - TYPE: Weed Eaters NUMBER: 58

9. REFERENCES

- **LIST AT LEAST THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS - CURRENT OR SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS. ATTACH RESPONSES ON ADDITIONAL SHEETS @ ONE (1) FOR EACH REFERENCE**

  - REFERENCE INFORMATION FURNISHED MUST INCLUDE:

    - NAME AND ADDRESS OF AGENCY;
    - NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
    - CONTRACT NAME(S) / NUMBER(S);
    - ANNUAL CONTRACT AMOUNT(S);
    - NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
    - LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
    - LENGTH OF CONTRACT(S).

- **THE FOLLOWING QUESTIONS WILL BE ASKED OF EACH REFERENCE SUBMITTED IN RESPONSE TO THIS QUESTIONNAIRE:**

  - Number of contracts / years under contract?;
  - Scope of contract(s)? Acreage(s)? Location(s)?;
  - Contract amount(s)?;
  - Adequate (quantity/quality) staffing?;
    - Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?;
    - Ability to comprehend /speak English?;
    - Appearance/Uniforms/Safety Equipment?;
    - Additional personnel available for extra work/special projects?;
  - Equipment in good working order?;
  - Effective in-company communications system?;
  - Knowledge of project/contract standard?;
  - Ability to respond to complaints / requests in a timely fashion?;
  - Willingness to resolve questions / disputes / deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?;
  - Accurate & timely billing / invoicing?;
  - Contract(s) successfully completed to term?;
  - Would you accept future proposals/bids from this firm?.

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References:

1. City of Rancho Cucamonga
   9153 9th Street
   Rancho Cucamonga CA 91730
   Don Gentry (909) 477-2700
   December 1999 to Present
   $1,689,160.05 Annually
   Square Footage: 150 Acres
   Areas Serviced: LMD's throughout the City.

2. Jurupa Community Services District
   11201 Harrel Street
   Mira Loma CA 91752
   Ross Johnson (951) 685-7434
   September 2006 to Present
   $761,082.00 Annually
   Square Footage: 56 Acres
   Areas Serviced: LMD's throughout the City.

3. City of Banning
   5261 W. Wilson
   Banning CA 92220
   Duane Burke (951) 922-3138
   September 2005 to Present
   $31,000.00 Annually
   Square Footage: 2.5 Acres.
   Areas Serviced: City Hall, Aquatic Center, Police Stations

PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

Facilities:

List location/address of facility(ies) from which work crews and equipment will be dispatched.

1616 Marlborough #S
Riverside CA 92507

Equipment:

List equipment to be furnished to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full, and comprehensive response.

Motor Vehicles

Ford F350 Stake Bed Truck Maintenance
Ford F150 Pick Up Irrigator

Turf Maintenance Power Equipment/Tools

1 36" Mower
1 21" Mower
2 Hedge Trimmers.
2 Blowers.
2 Weed Eaters.
1 Gas Edger.

Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools
(list both powered and hand equipment/tools)

1- Vermeer 1800 Chipper
1- Vermeer Stump Grinder

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Equipment (cont.)

Irrigation System Maintenance Equipment
(List both powered and hand equipment/tools)

Rainmaster & Pro Max remote controls.

Fertilizer Application Equipment
(List both powered and hand equipment/tools)

Lesco Spreader
Belly Grinder

Pesticide Application Equipment
(List both powered and hand equipment/tools)

Lesco Backpack Sprayer.

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Staff:

List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full, and comprehensive response.

General Landscape Maintenance

(List labor, and administrative and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

(S) Conrado Sigala. Area Manager
(S) Lori Ledering Office Admin.
(S) Miguel Urbe Foreman
(S) Salvador Gonzales. Labor.
(S) Juan Velasquez Labor

Tree Trimming/Maintenance

(Include any ISA or equivalent certified personnel)

(S) Rafael Gomez ISA Certified.

Irrigation System Maintenance

(List technical personnel – include any relevant education, certification, licensing information for each person listed)

(S) Ramiro Ibarra Irrigation Tech.

Pesticide Application

(List licensed and/or certified personnel - all non-licensed, non-certified personnel must have received verifiable annual training)

Manny Mendes Branch Manager QAL 34366
Ray Velasquez Safety Coordinator QAL 37234

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PROPOSED PROJECT WORK SCHEDULES

On the following two pages are blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed schedules for performing the work described in contract Exhibit A. Use additional sheets as necessary to provide a full, and comprehensive response.

MONTHLY SCHEDULE SHEET

1. List all tasks specified to be performed on a weekly or monthly basis for the DSG-1 area in the box corresponding to the day of the week/month you propose to do them. List man-hours estimated to complete each task.

2. Be sure to include administrative work tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

ANNUAL SCHEDULE SHEET

1. List all tasks specified to be performed for the DSG-1 area at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which you propose to do them. List man-hours estimated to complete each task.

2. Be sure to include any administrative work tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

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R.F.P. # DSG-1/10
EXHIBIT E – cont.

PROPOSED PROJECT WORK SCHEDULES
DSG-1/10 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 Detail Trimming Trash Pick Up. Weeding Spraying 3 men - 24 hours Irrigator 8 hours	Detail Trimmig Trash Pick Up. weeding + Spraying 3 men 24 hours Irrigator 8 hours.	Blowing Walkways Mowing Edging. Detail Trimmig. Trash Pick Up. weeding Spraying. 3 men 24 hours Irrigator 8 hours.	Mowing Edging. Trash Pick Up Blowing Walkways 4 men 32 hrs. Irrigator 8 hrs. Job Walks & Meet City Inspector 1 hr.	Detail Trimmig Trash Pick Up weeding Spraying 3 men 24 hours Irrigator 8 hours.
WEEK #2 Detail Trimmig - Trash Pick Up. weeding Spraying. 3 men 24 hours Irrigator 8 hours.	Detail Trimmig. Trash Pick Up weeding Spraying. 3 men 24 hours Irrigator 8 hours.	Mowing Edging - Blowing Sidewalks Detail Trimmig. Trash Pick Up. weeding Spraying 3 men 24 hours. Irrigator 8 hours	Mowing Edging - Trash Pick Up Blowing Detail 4 men 32 hours Irrigator 8 hours	Detail Trimmig. Trash Pick Up weeding Spraying - 3 men 24 hours. Irrigator 8 hours
WEEK #3 Detail Trimmig Trash Pick Up. weeding Spraying. 3 men 24 hours Irrigator 8 hours.	Detail Trimmig Trash Pick Up. weeding Spraying 3 men 24 hours Irrigator 8 hours.	Mowing Edging. Blowing Sidewalks Detail Trimmig. Trash Pick Up. weeding Spraying. 3 men 24 hours Irrigator 8 hours	Mowing Edging. Trash Pick Up. Blowing Sidewalks 4 men 32 hours Meet City Inspector 1 hour Irrigator 8 hours.	Detail Trimmig. Trash Pick Up. weeding Spraying. 3 men 24 hours Irrigator 8 hours
WEEK #4 Detail Trimmig. Trash Pick Up. weeding Spraying 3 men 24 hours Irrigator 8 hours.	Detail Trimmig Trash Pick Up. weeding Spraying. 3 men 24 hours. Irrigator 8 hours.	Mowing Edging. Blowing Sidewalks Detail Trimmig. Trash Pick Up. weeding Spraying. 3 men 24 hours. Irrigator 8 hours	Mowing Edging. Trash Pick Up. Blowing Sidewalks 4 men 32 hours Irrigator 8 hours.	Detail Trimmig Trash Pick Up. weeding Spraying. 3 men 24 hours Irrigator 8 hours

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R.F.P. # DSG-1/10
EXHIBIT E – cont.

PROPOSED PROJECT WORK SCHEDULES
DSG-1/10 ANNUAL SCHEDULE SHEET

JANUARY	**FEBRUARY** 22-0-6 Scotts Pro-Turf or 21-3-5 Best Turf w/Dimension 3 Hrs.	**MARCH**
APRIL Humus Base Fertilizer 23-5-10 Best Poly Supreme Shrubs & Ground Cover -Aeration 40 hrs.	**MAY**	**JUNE** 22-5-5 Best Turf Gold 3 Hrs.
JULY	**AUGUST**	**SEPTEMBER** 23-5-10 Best Poly Supreme Shrubs & Ground Cover
OCTOBER 22-5-5 Best Turf Gold 3 Hrs. -Aeration 40 hrs.	**NOVEMBER**	**DECEMBER**

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PROPOSED ANNUAL MATERIAL SCHEDULE

Fertilizers:

List fertilizers to be furnished to execute work tasks specified in contract Exhibit A. Specify type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full, and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
- Best Turf Supreme w/ Dimension	1000 lbs.	$600.00
- Scotts or Pro-Turf		
- Best Turf Gold	2000 lbs.	$840.00
- Best Poly Supreme	2000 lbs.	$750.00

Pesticides:

List pesticides to be furnished to execute work tasks specified in contract Exhibit A. Specify type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.) and brand name, estimated amount of each type/brand to be supplied annually, and estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE/BRAND NAME	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Riverdale Razor-Pro		$350
Fusilade - Grass Control		$200
Zeneca - XL-2G pre-emergent		$1500

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COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

Communications:

Project General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. Also, the Contractor must designate some responsible employee to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Please describe your company's internal communications system, both office and in-field, and how it will enable your firm to provide the communication capability outlined in the project specifications. Also, please describe how your company will provide the specified twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

In Field 6:00 am - 5:00 pm Area Manager Cell Phone
Office 8:00 am - 5:00 pm Office Staff
After Hours 5:00 pm - 8:00 am Answering Service / Emergency #

Traffic Safety:

Project General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2003 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's traffic control practices and training generally, and how your firm intends to conduct work area traffic control operations if selected to provide service for this project. Use additional sheets as necessary to provide a full, and comprehensive response.

Thurston Work Zone Safety Program - that all employees need to be certified (Safety Coordinator Ray Velasquez) does weekly inspections and tailgate safety meetings. Traffic cones and arrow boards are used as needed.

Communications/Traffic Safety/Greenwaste Recycling (cont.)

Greenwaste Recycling:

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope Of Work (see Appendix E. of project contract documents). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste you generate from your operations on the project. If you plan to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full, and comprehensive response.

CR & R Waste Management
P.O. Box 206
Stanton CA 90680
800 · 755 · 8112

Burtec Industries
P.O. Box 7166
Buena Park CA 90622
909 · 786 · 0639

LIST OF SUBCONTRACTORS

SUBCONTRACTORS:

In compliance with the provisions of the Government Code, Section 4102, the undersigned prosper herewith sets forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
	n/A	

CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of the race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 1420, and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE Manuel Mendes

PRINTED NAME Manny Mendes

TITLE Branch Manager

COMPANY NAME Truqreen LandCare

DATE 1-13-10

MV00199820

PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Proposal Schedule A), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any contract between the Moreno Valley Community Services District and TruGreen LandCare, and as a further result, the aforesaid firm may be barred from participation in future District contracts as well as be subject to possible criminal prosecution, and;
- I have legal authority to bind TruGreen LandCare to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE SIGNED

SIGNATURE(S) Manny Mendes

PRINTED NAME(S) Manny Mendes

TITLE(S) Branch Manager

COMPANY NAME TruGreen LandCare

DATE

R.F.P. # DSG-1/10
EXHIBIT E – cont.

SCHEDULE II

BID SCHEDULE

PROPOSER: TRUGREEN LANDCARE
(Company Name)

SITE	COST PER MONTH	TOTAL COST FOR 12 MONTHS
1. Tr 12305	$ 16.90	$ 202.80
2. Tr 12773	$ 323.06	$ 3876.72
3. Tr 12902	$ 171.85	$ 2062.20
4. Tr 14387	$ 63.46	$ 761.52
5. Tr 16769	$ 175.50	$ 2106.00
6. Tr 18283	$ 266.48	$ 3197.76
7. Tr 19141	$ 136.61	$ 1639.32
8. Tr 19142	$ 92.43	$ 1109.16
9. Tr 19210	$ 216.92	$ 2603.04
10. Tr 19233	$ 116.06	$ 1392.72
11. Tr 19474	$ 169.42	$ 2033.04
12. Tr 19496	$ 84.24	$ 1010.88
13. Tr 19529	$ 77.92	$ 935.04
14. Tr 19533	$ 173.16	$ 2077.92
15. Tr 19541	$ 124.60	$ 1495.20
16. Tr 19675	$ 59.67	$ 716.04
17. Tr 19862	$ 206.04	$ 2472.48
18. Tr 19912	$ 274.95	$ 3299.40
19. Tr 19937	$ 488.83	$ 5865.96
20. Tr 20120	$ 87.75	$ 1053.00
21. Tr 20197	$ 320.11	$ 3841.32
22. Tr 20404	$ 845.63	$ 10,147.56

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R.F.P. # DSG-1/10
EXHIBIT E – cont.

SITE	COST PER MONTH	TOTAL COST FOR 12 MONTHS
23. Tr 20718	$ 538.30	$ 6459.60
24. Tr 20941	$ 224.64	$ 2695.68
25. Tr 21113	$ 285.48	$ 3425.76
26. Tr 21345	$ 154.44	$ 1853.28
27. Tr 21597	$ 777.58	$ 9330.96
28. Tr 21737	$ 91.73	$ 1100.76
29. Tr 21806	$ 139.82	$ 1677.84
30. Tr 22999	$ 74.97	$ 899.64
31. Tr 28882	$ 491.00	$ 5892.00
32. Tr 20579	$ 486.30	$ 5835.60
33. Tr 21333	$ 1275.30	$ 15,303.60
34. Tr 22371	$ 417.55	$ 5010.60
35. Tr 10191/18468	$ 254.38	$ 3052.56
36. Tr 19080	$ 474.80	$ 5697.60
37. Tr 31269-1	$ 1023.12	$ 12,277.44
38. Tr 31268	$ 165.15	$ 1981.80
39. Tr 30967	$ 421.50	$ 5058.00
40. Tr 32018	$ 264.55	$ 3174.60
41. Tr 31257	$ 624.45	$ 7493.40
42. Tr 31424	$ 204.75	$ 2457.00
43. Tr 32625	$ 417.13	$ 5005.56
44. Tr 31269	$ 174.33	$ 2091.96
45. Tr 22889	$ 384.65	$ 4615.80
46. Tr 31591	$ 384.80	$ 4617.60
47. Tr 31129	$ 290.04	$ 3480.48
48. Tr 32715	$ 297.53	$ 3570.36
TOTALS	$ 14,829 .88	$ 177,958 .60

MV00199823

Total Proposal Amount in figures: $177,958 and 60 /100's Dollars

Total Proposal Amount in words: One hundred seventy-seven thousand nine hundred fifty-eight and sixty /100's Dollars

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway irrigation and landscaping as set forth in Exhibit A of this contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 2 has/have been received and is/are made a part of this proposal.

Manuel Mendez — 1-14-10
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

MV00199824

R.F.P. # DSG-1/10
EXHIBIT E – cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

A. Prices for Emergency Work, Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibit A., Section 3., paragraph e., and; Exhibit C., Section 2., paragraphs a. through d.

UNIT PRICES

1.	Pop-up sprink. In place:	4"	@	$ 9.00	ea
		6"	@	$ 13.00	ea
		12"	@	$ 20.00	ea
2.	Pop-up gear drive sprink. in place:	4"	@	$ 17.00	ea
		12"	@	$ 30.00	ea
3.	Fixed Shrub sprink. In place:		@	$ 6.00	ea
4.	Fixed shrub gear drive sprink. In place:		@	$ 15.00	ea
5.	1 gal. shrub/vine/ground cover in place		@	$ 8.00	ea
6.	5 gal. shrub/vine/ground cover in place		@	$ 25.00	ea
7.	5 gal. tree in place (stakes incl)		@	$ 32.00	ea
8.	15 gal. tree in place (stakes incl)		@	$ 80.00	ea
9.	24" box tree in place (stakes incl)		@	$ 275.00	ea
10.	36" box tree in place (guy wires incl)		@	$ 675.00	ea
11.	Flat of ground cover in place		@	$ 23.00	ea
12.	Planter bed mulch in place		@	$ 38.00	/cu. yd
13.	Additional labor		@	$ 30.00	/man hour
14.	Additional supervision		@	$ 45.00	/man hour
15.	Additional Irrigation Technician		@	$ 60.00	/man hour

PROPOSER: TruGreen LandCare
(Company Name)

MV00199825

R.F.P. # DSG-1/10
EXHIBIT E – cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

COST SECTION A, (ADD ITEMS 1 THROUGH 15: FROM PREVIOUS PAGE) $ 1401.00

ROUTINE IRRIGATION REPAIR PRICES

A. Irrigation repair parts for routine repairs @ cost plus 15 %

COMPUTE TOTAL COST, SECTION A:

STEP 1: MULTIPLY "COST SECTION A" BY THE "COST PLUS" PERCENTAGE ENTERED FOR ITEM A. 18. ABOVE

STEP 2: ADD THE COMPUTATION RESULT TO "COST SECTION A" AND ENTER BELOW

TOTAL COST OF SECTION A = $ 1611.15

B. Unit prices for Additional Work (additional landscape areas) per Section 3., paragraph f.

1. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.0235 /sq. ft./mo.

2. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.02 /sq. ft./mo.

TOTAL COST SECTION B:
ITEMS 1 & 2 ABOVE = $ 0.0435

C. Any other Additional Work shall be quoted per Section 3., paragraph d. of the Terms & Conditions. TOTAL ADDITIONAL WORK PRICE COST:

SUM OF TOTAL COSTS FOR SECTIONS A & B = $ 1611.1935

PROPOSER: TruGreen LandCare
(Company Name)

MV00199826

R.F.P. # DSG-1/10
EXHIBIT E – cont.

CONTRACT PROPOSAL

The undersigned declares that he has carefully examined the location(s) of the proposed work, that he has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth on the following proposal. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM BASE COMPENSATION SHEET):

One hundred seventy-seven thousand, nine hundred fifty-eight and sixty/100's dollars
(Dollar Amount in Words)

$ 177,958.60
(Dollar Amount in Figures)

TOTAL ADDITIONAL WORK PRICE COST (FROM ADDITIONAL WORK PRICE LIST):

One thousand, six hundred-eleven and nineteen/100's dollars
(Dollar Amount in Words)

$ 1611.1935
(Dollar Amount in Figures)

TOTAL COMBINED BASE COMPENSATION AMOUNT AND ADDITIONAL WORK PRICE COST:

One hundred seventy-nine thousand, five hundred sixty-nine and Seventy-nine/100's dollars
(Dollar Amount in Words)

$ 179,569.79
(Dollar Amount in Figures)

Date: 1-14-10

Proposer: TRUGREEN LANDCARE
(Company Name)

By: Manuel Mendez
(Signature)

Title: BRANCH MANAGER

State License Number and Classification: 774548 / C-27, D-49, C-61

If a corporation, complete the following:
INCORPORATED UNDER LAWS OF THE STATE OF _____

PRESIDENT _____

(Corporate Seal)

SECRETARY _____

MV00199827

R.F.P. # DSG-1/10
EXHIBIT E – cont.

AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is cash, a cashier's check, or a certified check, or a Proposal Surety Bond for_____, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated 1-14-10

Signature of Proposer Manuel Mendes

By Ingrid Landrau

Address of Proposer 1611 Marlborough #S
Riverside CA 92507

Telephone Number of Proposer (951) 688-6880

Names and Addresses of Members of the Firm:

_____

_____

(If a Corporation)

Signature of Proposer Manuel Mendes

By MANUEL MENDES

Title Branch Manager

Business Address 1611 Marlborough Ave Bldg S
Riverside, CA 92507

MV00199828

R.F.P. # DSG-1/10
EXHIBIT E – cont.

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of ~~Delaware~~ (MM) CALIFORNIA

State License Number and Classification 774548 / C27

PRESIDENT_____

SECRETARY_____

TREASURER_____

(Corporate Seal)

MV00199829

TRUGREEN LandCare[sm]

DESIGNATION OF REPRESENTATIVE

I, Thomas E. Courtney, Vice President & Associate General Counsel of TruGreen LandCare L.L.C., the general partner of TRUGREEN LANDCARE, a California general partnership ("Company"), with full power and authority, do hereby authorize and direct Manny Mendes, Branch Manager, TruGreen LandCare, 1616 Marlborough, Building S, Riverside, California 92507 to represent the Company to execute any and all bid documents, related contracts and documents to effectuate the terms of the contracts for R. F. P. #DSG – 1/10, Maintenance of Parkway Landscaping and Irrigation entered into on behalf of the Company with the Moreno Valley Community Services District.

This Designation of Representative expires at midnight on January, 11, 2011.

TRUGREEN LANDCARE, a California general Partnership

By: TruGreen LandCare L.L.C.,
Its: General Partner

By: _____
Thomas E. Courtney
Vice President & Associate General Counsel

Dated: January 11, 2010

STATE OF TENNESSEE}
COUNTY OF SHELBY}

Before me, M. Elaine Green, a Notary Public for said State and County, personally appeared THOMAS E. COURTNEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Vice President & Associate General Counsel of TruGreen LandCare L.L.C., a Delaware limited liability company, the General Partner of TRUGREEN LANDCARE, the within named bargainor, a California general partnership, and that he as such Vice President & Associate General Counsel, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand, at office, this 11th day of January, 2010.

M. Elaine Green
Notary Public

M. ELAINE GREEN
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

MY COMMISSION EXPIRES
November 20, 2011

My Commission Expires:_____

BOND NO.: 015030152

FAITHFUL PERFORMANCE BOND
PROJECT NO. DSG 1/10

MAINTENANCE OF STREETSCAPE LANDSCAPING AND IRRIGATION

WHEREAS the Board of Directors of the Moreno Valley Community Services District, State of California, and TruGreen LandCare, a California General Partnership, hereinafter designated as "Principal," have entered into an Agreement whereby Principal agrees to maintain certain designated public improvements, which said Agreement, dated July 1, 20 10, and identified as PROJECT NO. DSG 1/10 is hereby referred to, and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement,

A(XV)CA

NOW, THEREFORE, we, the Principal, and Liberty Mutual Insurance Company as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of One Hundred Seventy Seven Thousand Nine Hundred Fifty Eight & 60/100 dollars ($ 177,958.60) (words and figures) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The conditions of this obligation are such that if the above-bounded Principal, his heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement, and any alteration thereof made as therein provided on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the Moreno Valley Community Services District, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force, and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Moreno Valley Community Services District in successfully enforcing such obligation, all to be taxed as costs, and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the specifications.

RISK MANAGEMENT
Approved

M. Blow 6-7-10
By Date

FAITHFUL PERFORMANCE BOND - cont.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on May 21, 20 10.

PRINCIPAL	SURETY
Name: TruGreen LandCare, a California General Partnership	Name: Liberty Mutual Insurance Company A(XV)CA
Address: 1616 Marlborough, Blg. S	Address: 175 Berkeley Street
Riverside, CA 92507	Boston, MA 02116
Telephone Number: (951) 688-6880	Telephone Number: (610) 832-8257
By: Cynthia Farrell	By: Vivian Carti
Title: Cynthia Farrell Attorney-In-Fact	Title: Vivian Carti Attorney-In-Fact
By:	By:
Title:	Title:

Approved as to form this 14 day of June, 2010

City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)

RISK MANAGEMENT
Approved

M. Alonzo 6-7-10
By Date

BOND NO.: 015030152

MATERIALS AND LABOR BOND
PROJECT NO. DSG1/10

MAINTENANCE OF STREETSCAPE LANDSCAPING AND IRRIGATION

KNOW ALL MEN BY THESE PRESENTS,

THAT TruGreen LandCare, a California General Partnership, as Principal, and Liberty Mutual Insurance Company A(N)SEA as Surety, as held firmly bound unto the Moreno Valley Community Services District, in the just and full amount of One Hundred Seventy Seven Thousand Nine Hundred Fifty Eight and 60/100 dollars ($ 177,958.60) (amount in words and figures), for the payment whereof, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Given under our hands and sealed with our seals this 21 day of May, 20 10.

The condition of the foregoing obligation is such that,

WHEREAS, the above-named Principal is about to enter into a Contract with the Moreno Valley Community Services District whereby said principal agrees to perform the maintenance activities for PROECT NO. DSG 1/10, as provided in said Contract, which said Contract is hereby referred to and made a part hereof to the same extent as if the same were herein specifically set forth;

NOW, THEREFORE, if the said Principal or any subcontractor of said Principal shall fail to pay for any materials, provisions, provider of other supplies, or teams used in, upon, for or about the performance of said work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety will pay for the same in an amount not exceeding the sum hereinabove specified, and in case suit is brought hereon, a reasonable attorney's fee to be fixed by the Court, otherwise this bond shall be void and of no effect;

PROVIDED, that no amendment, change, extension of time, alteration, or addition to said Contract or Agreement, or of any feature or item or items or performance required therein or thereunder shall in any manner effect the obligation of the undersigned on or under this bond; and the surety does hereby waive notice of such amendment, limitation of time for bringing action on this bond by the District change, extension of time, alteration or addition to said Contract or Agreement, and of any feature or item or items of performance required herein or thereunder.

This bond shall inure to the benefit of any and all persons entitled to file claims under Sections 3181 through 3187 of the Civil Code of the State of California, and shall give right of action to such persons or their assigns in any suit brought upon this bond.

MATERIALS & LABOR BOND - cont.

WITNESS our hands this 21 day of May, 2010

PRINCIPAL	SURETY
Name: TruGreen LandCare, a California General Partnership	Name: Liberty Mutual Insurance Company A(XV)CA
Address: 1616 Marlborough, Blg. S Riverside, CA 92507	Address: 175 Berkeley Street Boston, MA 02116
Telephone Number: (951) 688-6880	Telephone Number: (610) 832-8257
By: Cynthia Farrell	By: Vivian Carti
Title: Cynthia Farrell Attorney-In-Fact	Title: Vivian Carti Attorney-In-Fact
By:	By:
Title:	Title:

Approved as to form this 14th day of June, 2010.

City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)

RISK MANAGEMENT
Approved

M. Alonzo 6-7-10
By Date

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of New York

County of New York

On May 21, 2010 before me, Evangelina L. Dominick, Notary Public, personally appeared Vivian Carti who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(seal)

Signature Evangelina L. Dominick

EVANGELINA L. DOMINICK
Notary Public State of New York
01DO4769474
Qualified in Westchester County
Term Expires January 31, 2011

Power of Attorney

The ServiceMaster Company, ("ServiceMaster"), a **Delaware corporation** of 860 Ridge Lake Boulevard, Memphis, TN 38120, Federal Employer Identification Number 36-3858106, hereby constitutes and appoints, jointly and severally, the following employees of certain subsidiaries of Aon Corporation, ("Aon"), as identified below, its true and lawful attorney-in-fact, to execute all surety bonds up to $1,000,000 issued on behalf of ServiceMaster and any of ServiceMaster's subsidiaries.

Aon Employee	Aon Subsidiary
Annette M. Leuschner	Aon Risk Services, Inc. Of New York
Cynthia Farrell	Aon Risk Services, Inc. Of New York
Vivian Carti	Aon Risk Services, Inc. Of Newe York
Sandra Diaz	Aon Risk Services, Inc. Of New York
Susan Welsh	Aon Risk Services, Inc. Of Illinois
Linda Iser	Aon Risk Services, Inc. Of Illinois
Charlene Nakamura	Aon Risk Services, Inc. Of Southern California Insurance Services
KeAna Conrad	Aon Risk Services, Inc. Of Southern California Insurance Services

This Power of Attorney shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days notice.

This Power of Attorney shall include the following direct and indirect subsidiaries of ServiceMaster and any and all direct and/or indirect subsidiaries that are acquired or formed by the ServiceMaster after the execution of this Power of Attorney:

Entity	Federal Employer Identification Number
American Home Shield Corporation	13-2686654
AmeriSpec, Inc.	62-1685957
Furniture Medic Limited Partnership	36-4094002
InStar Services Group, L.P.	61-1407824
Merry Maids Limited Partnership	47-0718233
ServiceMaster Residential/Commercial Services Limited Partnership	36-3747477
SM Clean L.L.C.	06-1668984
The ServiceMaster Company	36-3858106
The Terminix International Company Limited Partnership	36-3478837
TruGreen Limited Partnership d/b/a TruGreen ChemLawn	36-3734669
TruGreen LandCare L.L.C. or TruGreen LandCare, a California General Partnership	36-4313318
TruGreen Companies, LLC	36-4313320
TruGreen Inc.	36-3734601
ServiceMaster Consumer Services, Inc.	36-3729225

IN WITNESS WHEREOF, the signing party below affirms his/her authority to sign this Designation of Representative and grant the powers contained herein.

Dated: 8/17/07

The ServiceMaster Company

By: _____
Cristen L. Kogl, as Vice President,
Deputy General Counsel &
Corporate Secretary

Dated: 8/17/07

The ServiceMaster Company.

By: _____
Eric R. Zarnikow, as Senior Vice President
and Treasurer

STATE OF ILLINOIS

COUNTY OF COOK

On this 17th day of August, 2007 before me personally appeared Cristen L. Kogl and Eric R. Zarnikow, known to me to be the Vice President, Deputy General Counsel & Corporate Secretary and Senior Vice President and Treasurer of The ServiceMaster Company and known to me to be the persons who executed the foregoing instrument and that said instrument was executed for and on behalf of said corporation the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 17th day of August, 2007.

_____
Notary Public

My commission expires: 8/16/2010

OFFICIAL SEAL
MARGARET K. COOK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES AUG. 16, 2010

2775607

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY A(X)CA
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

GLENN J. PELLETIERE, VIVIAN CARTI, CYNTHIA FARRELL, ROBERT P. MCDONOUGH, HALINA KAZMIERCZAK, THOMAS RHATIGAN, SANDRA DIAZ, EVANGELINA L. DOMINICK, ANNETTE LEUSCHNER, VALORIE SPATES, ALL OF THE CITY OF NEW YORK, STATE OF NEW YORK

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100**********DOLLARS ($ **50,000,000.00*****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 16th day of February, 2010.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA - ss
COUNTY OF MONTGOMERY

On this 16th day of February, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 21st day of May, 2010.

By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

MV00199838

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 01/21/2009

PRODUCER
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

PHONE-(866) 283-7122 FAX-(847) [illegible]

CITY OF MORENO VALLEY
SPECIAL DIST[illegible]
2009 JAN 27 PM 12:28

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
TruGreen Landcare, LLC
860 Ridge Lake Blvd
Memphis TN 38120 USA

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co A(xv)CA	16535
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:	A+(xv)CA	
INSURER D:		
INSURER E:		

COVERAGES

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

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM\DD\YY)	POLICY EXPIRATION DATE(MM\DD\YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	GL0293865604	01/01/09	01/01/12	EACH OCCURRENCE	$3,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$1,000,000
						MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$3,000,000
						GENERAL AGGREGATE	$5,000,000
						PRODUCTS - COMP/OP AGG	Included
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON OWNED AUTOS	BAP2938657-04	01/01/09	01/01/12	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
B		EXCESS /UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION	BE2227065 Umbrella	01/01/09	01/01/10	EACH OCCURRENCE	$5,000,000
						AGGREGATE	$5,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC293865404 AOS	01/01/09	01/01/12	[X] WC STATUTORY LIMITS [ ] OTHER	
A		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC293865504 WI	01/01/09	01/01/12	E.L. EACH ACCIDENT	$1,000,000
						E.L. DISEASE-EA EMPLOYEE	$1,000,000
						E.L. DISEASE-POLICY LIMIT	$1,000,000
		OTHER					

RISK MANAGEMENT
Approved
M. Alonzo 1-30-09

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
RE: TruGreen Landcare, LLC Branch No. 6228. City of Moreno Valley is included as an Additional Insured on the General Liability per the attached CG2010 0704 and CG2037 0704 and Automobile Liability policies if required by written contract. Waiver of Subrogation applies to General Liability, Automobile Liability and Workers'

RECEIVED
JAN 28 2009
RISK MANAGEMENT

CERTIFICATE HOLDER
City of Moreno Valley
Attn: Stuart Sheldon
14325 Frederick Street, Suite 9
Moreno Valley CA 92552 USA

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Aon Risk Services Central, Inc.

Holder Identifier: 6228
Certificate No: 570032712624

MV00199839

Attachment to ACORD C[illegible]ate for TruGreen LandCare, LLC

The terms, conditions and provisions listed below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

TruGreen LandCare, LLC
860 Ridge Lake Blvd
Memphis TN 38120 USA

INSURER
INSURER
INSURER
INSURER
INSURER

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Compensation policies if required by written contract with City of Moreno Valley.

Certificate No : 570032712624

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY ENTITY FOR WHOM THE INSURED HAS AGREED TO PROVIDE COVERAGE AS PER WRITTEN CONTRACT. TRUGREEN LANDCARE L.L.C. 01/01/09 – 01/01/12	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Copyright, ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY ENTITY FOR WHOM THE INSURED HAS AGREED TO PROVIDE COVERAGE AS PER WRITTEN CONTRACT. TRUGREEN LANDCARE L.L.C. 01/01/09 – 01/01/12	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Copyright, ISO Properties, Inc., 2004

EXTENSION AGREEMENT
PROJECT NO. DSG-1/10
MAINTENANCE OF LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **TRUGREEN LANDCARE** (hereafter, "Contractor").

WHEREAS, the District and Contractor entered into an agreement dated June 23, 2010 referencing Project No. DSG-1/10 regarding landscaping and irrigation maintenance (hereafter, "Agreement").

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement by a period of twelve (12) months under the following additional terms:

1. The extension period shall commence on **July 1, 2011**, and shall terminate on **June 30, 2012.**

2. In accordance with paragraph 5(b) of the Agreement, this Extension shall be the first of four possible extensions of the Agreement.

3. Notwithstanding Exhibit C paragraph 1(b) of the Agreement, for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension the total amount of **SIX THOUSAND SEVENTY-FIVE AND 50/100 DOLLARS ($6,075.50)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **SEVENTY-TWO THOUSAND NINE HUNDRED SIX AND 40/100 DOLLARS ($72,906.40).**

4. Notwithstanding paragraph 3(f) of the Agreement, the unit cost set forth in the Additional Work Price List, Section B. for any landscape areas added to the project during the period of this Extension shall be as follows:

   a. Additional parkway areas, turf (trees up to 18-feet height, as applicable). **$ 0.02/sq. ft./mo.** .

   b. Additional parkway areas, planters (trees up to 18-feet height, shrubs, ground cover included, as applicable). **$0.0235/sq. ft./mo.** .

5. Notwithstanding paragraph 3(h) of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **FOUR THOUSAND SIX HUNDRED AND 00/100 DOLLARS ($4,600.00).**

6. Except as set forth above, all other terms and conditions of the Agreement shall remain in full force and effect.

Dated: 6/30/11

MORENO VALLEY COMMUNITY SERVICES DISTRICT

By: _____
for City Manager, acting in the capacity of District Manager to the Moreno Valley Community Services District

CONTRACTOR:

_____	_____
Signature	Signature
_____	MANUEL MENDES
Printed Name	Printed Name
_____	BRANCH MANAGER
Title	Title
_____	
Company Name	(Corporate Seal)

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
Deputy City Attorney

6-28-11
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

6/28/11
Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/21/2009

PRODUCER
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

PHONE (866) 283-7122 FAX (847) [illegible]

CITY OF MORENO VALLEY
SPECIAL DISTRICTS
2009 JAN 27 PM 12:28

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
TruGreen LandCare, LLC
860 Ridge Lake Blvd
Memphis TN 38120 USA

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co A(XV)CA	16535
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:	A+(XV)CA	
INSURER D:		
INSURER E:		

COVERAGES

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

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM\DD\YY)	POLICY EXPIRATION DATE(MM\DD\YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	GL0293865604	01/01/09	01/01/12	EACH OCCURRENCE	$3,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$1,000,000
						MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$3,000,000
						GENERAL AGGREGATE	$5,000,000
						PRODUCTS - COMP/OP AGG	Included
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON OWNED AUTOS	BAP2938657-04	01/01/09	01/01/12	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
B		EXCESS /UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION	BE2227065 Umbrella	01/01/09	01/01/10	EACH OCCURRENCE	$5,000,000
						AGGREGATE	$5,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC293865404 AOS	01/01/09	01/01/12	[X] WC STATUTORY LIMITS [ ] OTHER	
A		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC293865504 WI	01/01/09	01/01/12	E.L. EACH ACCIDENT	$1,000,000
						E.L. DISEASE-EA EMPLOYEE	$1,000,000
						E.L. DISEASE-POLICY LIMIT	$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: TruGreen LandCare, LLC - Branch No. 6228. City of Moreno Valley is included as an Additional Insured under the General Liability per the attached CG2010 0704 and CG2037 0704 and Automobile Liability policies if required by written contract. Waiver of Subrogation applies to General Liability, Automobile Liability and Workers'

RECEIVED JAN 28 2009 RISK MANAGEMENT

RISK MANAGEMENT Approved M. Alonzo 1-30-09

CERTIFICATE HOLDER

City of Moreno Valley
Attn: Stuart Sheldon
14325 Frederick Street, Suite 9
Moreno Valley CA 92552 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Aon Risk Services Central Inc.

MV00199845

Attachment to ACORD C[illegible]ate for TruGreen LandCare, LLC

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

TruGreen LandCare, LLC
860 Ridge Lake Blvd
Memphis TN 38120 USA

INSURER
INSURER
INSURER
INSURER
INSURER

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Compensation policies if required by written contract with City of Moreno Valley.

Certificate No : 570032712624

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY ENTITY FOR WHOM THE INSURED HAS AGREED TO PROVIDE COVERAGE AS PER WRITTEN CONTRACT. TRUGREEN LANDCARE L.L.C. 01/01/09 – 01/01/12	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Copyright, ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY ENTITY FOR WHOM THE INSURED HAS AGREED TO PROVIDE COVERAGE AS PER WRITTEN CONTRACT. TRUGREEN LANDCARE L.L.C. 01/01/09 – 01/01/12	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Copyright, ISO Properties, Inc., 2004

EXTENSION AGREEMENT
PROJECT NO. DSG-1/10
MAINTENANCE OF LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **TruGreen Landcare,** (hereafter, "Contractor")

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated June 23, 2010, referencing Project No. DSG-1/10 for the maintenance of parkway and median landscaping and irrigation systems associated with certain tracts within the District's Zone D service area.

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement.

WHEREAS, the Extension of the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2012** and shall terminate on **June 30, 2013.**

2. In accordance with Exhibit D, Section 1b of the Agreement, this Extension shall be considered the second of four possible extensions of the Agreement.

3. For the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension in the total amount of **FIVE THOUSAND ONE HUNDRED TWENTY-ONE AND 57/100 DOLLARS ($5,121.57)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **SIXTY-ONE THOUSAND FOUR HUNDRED FIFTY-EIGHT AND 84/100 DOLLARS ($61,458.84).**

4. Services per the terms of the Agreement and for this Extension Agreement term will be provided to those tracts as identified on Exhibit A attached here with this Extension Agreement.

5. Notwithstanding Exhibit E, Section B. Additional Work Price List, of the Agreement, the unit costs set forth therein shall be for any landscape areas added to the project during the period of this Extension, which shall be as follows:

    a. Additional parkway areas, turf (trees up to 18-feet height, as applicable). **$0.02/sq.ft./mo**.

    b. Additional parkway areas, planters (trees up to 18-feet height, shrubs, ground cover included, as applicable). **$0.02/sq. ft./mo.**

6. Notwithstanding Exhibit C., Numeral 2, Letter e. of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the City Council, the Director (the Public Works Director/City Engineer or his designated appointee) may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **FOUR THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS ($4,700.00).**

7. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

EXTENSION AGREEMENT
PROJECT NO. DSG-1/10
MAINTENANCE OF LANDSCAPING AND IRRIGATION

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor: TruGreen Landcare
By: Michelle Dawson	By:
Title: City Manager, Acting in the capacity of District Manager to the Moreno Valley Community Services District	Title: (President or Vice President) Tim Martinez, Region Manager
Date: 7/9/12	Date: 5/28/12

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

Suzanne Bryant
Deputy City Attorney

7-9-12
Date

RECOMMENDED FOR APPROVAL:

Department Head

7/10/12
Date

By:
Title: Corporate Secretary or Assistant Secretary

Date:
Affix Corporate Seal Below

BOND NO. 015030152 **DUPLICATED ORIGINAL**

PREMIUM $ 615.00
EFFECTIVE: 07/01/12-06/30/13

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

PROJECT NO. DSG-1/10
R.F.P. NO. DSG-1/10
MAINTENANCE OF PARKWAY
LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

WHEREAS, the Board of Directors of the Moreno Valley Community Services District, State of California, and TruGreen LandCare, a California General Partnership, hereinafter designated as "Contractor" have entered into an Agreement whereby Contractor agrees to maintain certain designated public improvements, which said Agreement dated June 30, 2010, and identified as **PROJECT NO. DSG-1/10** is hereby referred to, and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of Sixty One Thousand Four Hundred Fifty Eight and 84/100 dollars, ($61,458.84),(words and figures) lawful money of the United States, to be paid to the said CSD or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Moreno Valley Community Services District, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the Moreno Valley Community Services District in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

BOND NO. 015030152

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this 26th day of June, 2012.

CONTRACTOR (Principal)		SURETY	
Name:	TruGreen LandCare, a California General Partnership	Name:	Liberty Mutual Insurance Company
Address:	1616 Marlborough Ave, Bldg S, Riverside, CA 92507	Address:	790 The City Drive South, Ste. 200 Orange, CA 92868
Telephone No:	951-688-6880	Telephone No:	714-634-3311
Print Name:	Misty Wright, Attorney-In-Fact	Print Name:	Dennis Langer, Attorney-In-Fact
Signature:	Misty Wright	Signature:	

Approved as to Form this

9th day of JULY 2012

Suzanne Bryant

DEPUTY City Attorney, in the Capacity of General Legal Counsel to the Moreno Valley Community Services District

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On JUNE 26, 2012 (Date) before me, YALONDA M. EUBANK, NOTARY PUBLIC (Here Insert Name and Title of the Officer),

personally appeared Misty Wright (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(~~x~~) whose name(~~x~~) is/~~xxx~~ subscribed to the within instrument and acknowledged to me that ~~xx~~/~~she~~/~~xxxx~~ executed the same in ~~xx~~/~~her~~/~~xxxx~~ authorized capacity(~~xxx~~), and that by ~~xx~~/~~her~~/~~xxxx~~ signature(~~x~~) on the instrument the person(~~x~~), or the entity upon behalf of which the person(~~x~~) acted, executed the instrument.

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

YALONDA M. EUBANK
COMM. #1975925
Notary Public California
Los Angeles County
My Comm. Expires Apr. 22, 2016
NRO1 NRO1

Place Notary Seal Above

Witness my hand and official seal.

Signature _____ (Signature of Notary Public) YALONDA M. EUBANK

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bond No.: 015030152

Document Date: JUNE 26, 2012 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On JUNE 26, 2012 (Date) before me, YALONDA M. EUBANK, NOTARY PUBLIC (Here Insert Name and Title of the Officer),

personally appeared DENNIS LANGER (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(~~x~~) whose name(~~x~~) is/~~xxx~~ subscribed to the within instrument and acknowledged to me that ~~xx~~/~~she~~/~~xxxx~~ executed the same in ~~xx~~/~~her~~/~~xxxx~~ authorized capacity(~~xxx~~), and that by ~~xx~~/~~her~~/~~xxxx~~ signature(~~x~~) on the instrument the person(~~x~~), or the entity upon behalf of which the person(~~x~~) acted, executed the instrument.

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

Witness my hand and official seal.

Signature _____ (Signature of Notary Public) YALONDA M. EUBANK

YALONDA M. EUBANK
COMM. #1975925
Notary Public California
Los Angeles County
My Comm. Expires Apr. 22, 2016
NRO1 NRO1

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bond No.: 015030152

Document Date: JUNE 26, 2012 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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TRUGREEN LandCare™

POWER OF ATTORNEY

TruGreen LandCare L.L.C. ("TruGreen"), a Delaware Limited Liability Company, with its principal place of business located at 9416 Doctor Perry Road, Ijamsville, Maryland 21754, and a Federal Employer Identification Number of 36-4313318, hereby constitutes and appoints, jointly and severally, the employees of Lockton Insurance Brokers LLC ("Lockton") identified below, as its true and lawful attorney-in-fact, to execute all surety bonds with a face amount of up to $1,000,000 issued on behalf of TruGreen or any of TruGreen's direct and/or indirect subsidiaries as set forth herein.

EMPLOYEE	LOCATION
Paul Boucher	Lockton Insurance Brokers LLC-Los Angeles
Janina Monroe	Lockton Insurance Brokers LLC-Irvine
Sarah Campbell	Lockton Insurance Brokers LLC-Los Angeles
Dennis Langer	Lockton Insurance Brokers LLC-Los Angeles
Yalonda Eubank	Lockton Insurance Brokers LLC-Los Angeles
Richard A. Roderick	Lockton Insurance Brokers LLC-Los Angeles
Heather Win	Lockton Insurance Brokers LLC-Los Angeles
Misty Wright	Lockton Insurance Brokers LLC-Los Angeles
Debra J. Scarborough	Lockton Insurance Brokers LLC-Kansas City
Christy M. McCart	Lockton Insurance Brokers LLC-Kansas City

This Power of Attorney supersedes all prior Power of Attorney executed for this purpose and shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days' written notice.

This Power of Attorney shall include the following direct and indirect subsidiaries of TruGreen and any and all direct and/or indirect subsidiaries that are acquired or formed by TruGreen after the execution of this Power of Attorney.

SUBSIDIARIES	FEDERAL EMPLOYER IDENTIFICATION NUMBER
TruGreen LandCare, a California General Partnership	36-4313318
TruGreen LandCare of Nevada L.L.C.	36-4345959
TruGreen LandCare of Alabama L.L.C.	36-4345958
Minnesota Lawn Maintenance, Inc.	41-1766873

IN WITNESS WHEREOF, the individual signing below affirms his/her authority to sign this Power Of Attorney on behalf of TruGreen LandCare L.L.C. and to grant the powers contained herein.

Dated this 17th day of May, 2012

TruGreen LandCare L.L.C.

By:_____

Vidyadhar KulKarni, President & CEO

(Signature to be notarized)

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THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND. 5217822

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. _____

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, PAUL BOUCHER, JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE, DENNIS LANGER, ...

all of the city of LOS ANGELES, state of CALIFORNIA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of March, 2012.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: _____
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 5th day of March, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

K.D. RILEY COMM. EXP. NOTARY PUBLIC 12-09-2013 STATE OF WASHINGTON

By: _____
KD Riley , Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and biding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of JUN 26 2012.

By: _____
David M. Carey, Assistant Secretary

POA - AFCC, LMIC, OCIC, PIC & WAIC
LMS 12873_012012

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

MV00199858

BOND NO. 015030152 **DUPLICATED ORIGINAL**

PREMIUM $ Included In Performance Bond
EFFECTIVE: 07/01/12-06/30/13

LABOR AND MATERIALS BOND
(100% of Total Contract Amount)

PROJECT NO. DSG-1/10
R.F.P. NO. DSG-1/10
MAINTENANCE OF PARKWAY
LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

WHEREAS, the Board of Directors of the Moreno Valley Community Services District, State of California, and TruGreen Landcare, a California General Partnership, hereinafter designated as "Contractor" have entered into an Agreement whereby Contractor agrees to maintain certain designated public improvements, which said Agreement dated June 23, 2010, and identified as **PROJECT NO. DSG-1/10** is hereby referred to, and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto the City of Moreno Valley Community Services District for the City of Moreno Valley, County of Riverside in the penal sum of Sixty One Thousand Four Hundred Fifty Eight and 84/100 dollars, ($ 61,458.84) (words and figures), lawful money of the United States, to be paid to said CSD or its certain attorney, successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Moreno Valley Community Services District, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the CSD and judgment is recovered, the Surety shall pay all costs incurred by the CSD in such suit, including reasonable attorney fees to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extensions of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

BOND NO. 015030152

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this 26th day of June 2012.

CONTRACTOR (Principal)	SURETY
Name: TruGreen LandCare, a California General Partnership	Name: Liberty Mutual Insurance Company
Address: 1616 Marlborough Ave, Bldg S, Riverside, CA 92507	Address: 790 The City Drive South, Ste. 200 Orange, CA 92868
Telephone No: 915-688-6880	Telephone No: 714-634-3311
Print Name: Misty Wright, Attorney-In-Fact	Print Name: Dennis Langer, Attorney-In-Fact
Signature:	Signature:

Approved as to Form this

9th day of July 2012

Deputy City Attorney, in the Capacity of General Legal Counsel to the Moreno Valley Community Services District

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On JUNE 26, 2012 (Date) before me, YALONDA M. EUBANK, NOTARY PUBLIC (Here Insert Name and Title of the Officer),

personally appeared Misty Wright (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(~~x~~) whose name(~~x~~) is/~~xxx~~ subscribed to the within instrument and acknowledged to me that ~~xx~~/she/~~xxxx~~ executed the same in ~~xx~~/her/~~xxxx~~ authorized capacity(~~xxx~~), and that by ~~xx~~/her/~~xxxx~~ signature(~~x~~) on the instrument the person(~~x~~), or the entity upon behalf of which the person(~~x~~) acted, executed the instrument.

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

Witness my hand and official seal.

Signature _____ (Signature of Notary Public) YALONDA M. EUBANK

YALONDA M. EUBANK
COMM. #1975925
Notary Public California
Los Angeles County
My Comm. Expires Apr. 22, 2016
NRO1

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bond No.: 015030152

Document Date: JUNE 26, 2012 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On JUNE 26, 2012 (Date) before me, YALONDA M. EUBANK, NOTARY PUBLIC (Here Insert Name and Title of the Officer),

personally appeared DENNIS LANGER (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(~~x~~) whose name(~~x~~) is/~~xxx~~ subscribed to the within instrument and acknowledged to me that ~~xx~~/~~s~~he/~~xxxx~~ executed the same in ~~xx~~/~~h~~er/~~xxxx~~ authorized capacity(~~xxx~~), and that by ~~xx~~/~~h~~er/~~xxxx~~ signature(~~x~~) on the instrument the person(~~x~~), or the entity upon behalf of which the person(~~x~~) acted, executed the instrument.

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

Witness my hand and official seal.

Signature _____ (Signature of Notary Public) YALONDA M. EUBANK

YALONDA M. EUBANK
COMM. #1975925
Notary Public California
Los Angeles County
My Comm. Expires Apr. 22, 2016
NRO1 NRO1

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bond No.: 015030152

Document Date: JUNE 26, 2012 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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TRUGREEN LandCare℠

POWER OF ATTORNEY

TruGreen LandCare L.L.C. ("TruGreen"), a Delaware Limited Liability Company, with its principal place of business located at 9416 Doctor Perry Road, Ijamsville, Maryland 21754, and a Federal Employer Identification Number of 36-4313318, hereby constitutes and appoints, jointly and severally, the employees of Lockton Insurance Brokers LLC ("Lockton") identified below, as its true and lawful attorney-in-fact, to execute all surety bonds with a face amount of up to $1,000,000 issued on behalf of TruGreen or any of TruGreen's direct and/or indirect subsidiaries as set forth herein.

EMPLOYEE	LOCATION
Paul Boucher	Lockton Insurance Brokers LLC-Los Angeles
Janina Monroe	Lockton Insurance Brokers LLC-Irvine
Sarah Campbell	Lockton Insurance Brokers LLC-Los Angeles
Dennis Langer	Lockton Insurance Brokers LLC-Los Angeles
Yalonda Eubank	Lockton Insurance Brokers LLC-Los Angeles
Richard A. Roderick	Lockton Insurance Brokers LLC-Los Angeles
Heather Win	Lockton Insurance Brokers LLC-Los Angeles
Misty Wright	Lockton Insurance Brokers LLC-Los Angeles
Debra J. Scarborough	Lockton Insurance Brokers LLC-Kansas City
Christy M. McCart	Lockton Insurance Brokers LLC-Kansas City

This Power of Attorney supersedes all prior Power of Attorney executed for this purpose and shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days' written notice.

This Power of Attorney shall include the following direct and indirect subsidiaries of TruGreen and any and all direct and/or indirect subsidiaries that are acquired or formed by TruGreen after the execution of this Power of Attorney.

SUBSIDIARIES	FEDERAL EMPLOYER IDENTIFICATION NUMBER
TruGreen LandCare, a California General Partnership	36-4313318
TruGreen LandCare of Nevada L.L.C.	36-4345959
TruGreen LandCare of Alabama L.L.C.	36-4345958
Minnesota Lawn Maintenance, Inc.	41-1766873

IN WITNESS WHEREOF, the individual signing below affirms his/her authority to sign this Power Of Attorney on behalf of TruGreen LandCare L.L.C. and to grant the powers contained herein.

Dated this 17th day of May, 2012

TruGreen LandCare L.L.C.

By:_____
Vidyadhar KulKarni, President & CEO

(Signature to be notarized)

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THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND. 5217823

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. _____

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, PAUL BOUCHER, JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE, DENNIS LANGER, ...

all of the city of LOS ANGELES, state of CALIFORNIA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of March, 2012.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: _____
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 5th day of March, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: _____
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and biding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of JUN 26 2012 20_____.

By: _____
David M. Carey, Assistant Secretary

POA - AFCC, LMIC, OCIC, PIC & WAIC
LMS_12873_012012

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

MV00199865

ACORD®

CERTIFICATE OF LIABILITY INSURANCE 4/29/2013

DATE (MM/DD/YYYY) 6/26/2012

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

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

PRODUCER
Lockton Insurance Brokers, LLC
725 S. Figueroa Street, 35th Fl.
CA License #0F15767
Los Angeles CA 90017
(213) 689-0065

CONTACT NAME:
PHONE (A/C, No. Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company A+(XV)	16535
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1340830 TruGreen LandCare, L.L.C.
9416 Doctor Perry Road
Ijamsville MD 21754

COVERAGES TRULA01 D6 CERTIFICATE NUMBER: 11855056 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC	Y	N	GLO 4783593 01	4/29/2012	4/29/2013	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 10,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	N	N	BAP 4783594 01	4/29/2012	4/29/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		NOT APPLICABLE			WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ XXXXXXX
							E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority, their officers, employees and agents are named as additional insured. This insurance is primary and non contributory in regards to the general liability.

RISK MANAGEMENT
Approved
6-27-12

CERTIFICATE HOLDER

By Date

11855056
City of Moreno Valley
14177 Frederick Street
PO Box 88005
Moreno Valley CA 92552

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD ©1988-2010 ACORD CORPORATION. All rights reserved

Additional Insured - Automatic - Owners, Lessees Or Contractors **ZURICH**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO 4783593 01 ✓	4/29/2012	4/29/2013	4/29/2012			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: TruGreen Landcare, L.L.C.

A. Section II - Who Is An Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.

B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under **Section I - Coverage A - Bodily Injury And Property Damage Liability** and **Section I - Coverage B - Personal And Advertising Injury Liability**, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf,

and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement, performed for the additional insured person or organization.

C. However, regardless of the provisions of Paragraphs **A.** and **B.** above:

1. We will not extend any insurance coverage to any additional insured person or organization:

a. That is not provided to you in this policy; or

b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and

2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:

a. The Limits of Insurance provided to you in this policy; or

b. The Limits of Insurance you are required to provide in the written contract or written agreement.

D. The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

Attachment Code: D464900
Certificate ID: 11855056

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities.

E. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

2. We receive written notice of a claim or "suit" as soon as practicable; and

3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F. For the coverage provided by this endorsement:

1. The following paragraph is added to Paragraph **4.a.** of the Other Insurance Condition of **Section IV - Commercial General Liability Conditions**:

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of **Section IV - Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

All other terms and conditions of this policy remain unchanged.

Attachment Code: D464900
Certificate ID: 11855056

ACORD®

CERTIFICATE OF LIABILITY INSURANCE 4/29/2013

DATE (MM/DD/YYYY) 6/13/2012

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

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

PRODUCER
Lockton Insurance Brokers, LLC
725 S. Figueroa Street, 35th Fl.
CA License #0F15767
Los Angeles CA 90017
(213) 689-0065

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1342002 TruGreen LandCare, LLC
9416 Doctor Perry Road
Ijamsville MD 21754

COVERAGES TRULA01 D6 CERTIFICATE NUMBER: 11855056 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC	Y	N	GLO 4783593 01	4/29/2012	4/29/2013	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 10,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC 4783592 01	4/29/2012	4/29/2013	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

RISK MANAGEMENT Approved
M. Alonzo 6-21-12
By Date

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority, their officers, employees and agents are named as additional insured. This insurance is primary and non contributory in regards to the general liability.

CITY OF MORENO VALLEY SPECIAL ACCOUNTS 2012 JUN 20 PM 2:4

CERTIFICATE HOLDER

11855056
City of Moreno Valley
14177 Frederick Street
PO Box 88005
Moreno Valley CA 92552

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Timothy G. Nano

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MV00199869

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

POLICY NUMBER	EFF. DATE OF POLICY	EXP. DATE OF POLICY	EFF. DATE OF ENDT	PRODUCER NO.	ADD'L PREMIUM	RETURN PREMIUM
GLO478359301	4/29/2012	4/29/2013	06/16/2011	75428-000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: TruGreen Landcare, LLC
Address (including ZIP Code): 860 Ridge Lake Boulevard
Memphis, TN 38120

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority, their officers, employees and agents	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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R.F.P. # DSG-1/10
EXHIBIT E – cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

A. Prices for Emergency Work, Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibit A., Section 3., paragraph e., and; Exhibit C., Section 2., paragraphs a. through d.

UNIT PRICES

1.	Pop-up sprink. In place:	4"	@	$ 9.00	ea
		6"	@	$ 13.00	ea
		12"	@	$ 20.00	ea
2.	Pop-up gear drive sprink. in place:	4"	@	$ 17.00	ea
		12"	@	$ 30.00	ea
3.	Fixed Shrub sprink. In place:		@	$ 6.00	ea
4.	Fixed shrub gear drive sprink. In place:		@	$ 15.00	ea
5.	1 gal. shrub/vine/ground cover in place		@	$ 8.00	ea
6.	5 gal. shrub/vine/ground cover in place		@	$ 25.00	ea
7.	5 gal. tree in place (stakes incl)		@	$ 32.00	ea
8.	15 gal. tree in place (stakes incl)		@	$ 80.00	ea
9.	24" box tree in place (stakes incl)		@	$ 275.00	ea
10.	36" box tree in place (guy wires incl)		@	$ 675.00	ea
11.	Flat of ground cover in place		@	$ 23.00	ea
12.	Planter bed mulch in place		@	$ 38.00	/cu. yd
13.	Additional labor		@	$ 30.00	/man hour
14.	Additional supervision		@	$ 45.00	/man hour
15.	Additional Irrigation Technician		@	$ 60.00	/man hour

PROPOSER: TruGreen LandCare
(Company Name)

R.F.P. # DSG-1/10
EXHIBIT E – cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

COST SECTION A, (ADD ITEMS 1 THROUGH 15: FROM PREVIOUS PAGE) $ 1401.00

ROUTINE IRRIGATION REPAIR PRICES

A. Irrigation repair parts for routine repairs @ cost plus 15 %

COMPUTE TOTAL COST, SECTION A:

STEP 1: MULTIPLY "COST SECTION A" BY THE "COST PLUS" PERCENTAGE ENTERED FOR ITEM A. 18. ABOVE

STEP 2: ADD THE COMPUTATION RESULT TO "COST SECTION A" AND ENTER BELOW

TOTAL COST OF SECTION A = $ 1611.15

B. Unit prices for Additional Work (additional landscape areas) per Section 3., paragraph f.

1. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.0235 /sq. ft./mo.

2. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.02 /sq. ft./mo.

TOTAL COST SECTION B:
ITEMS 1 & 2 ABOVE = $ 0.0435

C. Any other Additional Work shall be quoted per Section 3., paragraph d. of the Terms & Conditions. TOTAL ADDITIONAL WORK PRICE COST:

SUM OF TOTAL COSTS FOR SECTIONS A & B = $ 1611.1935

PROPOSER: TruGreen LandCare
(Company Name)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: May 14, 2013

TITLE: FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION PROJECT NO. DSG-2/12-13

RECOMMENDED ACTION

Recommendations:

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD Board): Approve the First Amendment to the Independent Contractor Agreement ("Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. DSG-2/12-13, ("First Amendment to the Agreement for DSG-2/12-13") with Mariposa Landscapes, Inc., 15529 Arrow Highway, Irwindale, CA 91706 for Zone D-2 (DSG-2 reduced service level) tracts.

2. Authorize the City Manager to execute the First Amendment to the Agreement for DSG-2/12-13 with Mariposa Landscapes, Inc.

3. Authorize adjustments in the purchase orders (POs) to Mariposa Landscapes, Inc. for a decrease in the PO for base maintenance services of $1,498.44 and an increase of $7,100.00 for additional work, for a net change to the Agreement of $5,601.56, when the First Amendment to the Agreement for DSG-2/12-13 has been signed by all parties.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services. Zone E (extensive landscape maintenance), provides landscape maintenance services at full or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 Stoneridge Ranch), E-14 Mahogany Fields, E-15 (Celebration), and E-16 (Shadow Mountain).

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors who perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement for landscape maintenance or other related specialty services, such as backflow testing, repair and replacement.

The Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. “Base services” include: mowing, edging and trimming of turf grass areas, pruning and trimming of shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes and groundcovers, and pesticide applications. Base services are performed on a scheduled rotation basis.

“Additional work” is unanticipated, extra services that may be required and can include added square footage to a service area at a pre-stated unit cost during the contracting term. Additional work services may include, but is not limited to, irrigation repairs, labor and materials, additional plant materials, and fertilizer applications as allowed per Exhibit E of the Agreement (See Attachment 3 - Additional Work Price List) or provided as a supplementary proposal for specialty services. While efforts are made to anticipate additional, unexpected or emergency work at the beginning of a contracting term, extra work and/or acceptance of additional service areas can occur which requires the Agreement to be amended to include the costs associated with any added additional work that may be required prior to the end of the term of the Agreement.

DISCUSSION

DSG-2/12-13 is the CSD landscape maintenance Agreement that covers the Zone D reduced service CSD maintained landscape service areas. Service levels are consistent with the terms of the CSD Zone D General Service Level Guidelines, as listed in the Moreno Valley Community Services District Zone D (Parkway Landscape Maintenance) Service Plan Policy, as adopted by the CSD Board on January 9, 2001, and most recently amended on April 26, 2011.

The Agreement was authorized in the NTE amount of $165,884.00 ($155,784.00 for base maintenance services and $10,100.00 for additional work) for fiscal year (FY) 2012/13.

In FY 2012/13, Tract 21616 was transitioned from turf grass to planter maintenance, as a result of receiving an Eastern Municipal Water District (EMWD) grant to reduce water consumption, which has a lower maintenance cost. This change requires the base maintenance cost of the Agreement to be adjusted from $155,784.00 to $154,285.56 for a reduction of $1,498.44 in the base maintenance amount.

Due to budgetary constraints, staffing reductions were necessary in the Special Districts Division during FYs 2011/12 and 2012/13. In FY 2012/13 tasks normally performed by field personnel, including irrigation repair services had to be transitioned to the Contractor in order to keep up with the workload. As a result of this change, the Agreement's additional work allocation is in need of an increase from $10,100.00 to $17,200.00 (a $7,100.00 increase) to cover the cost of additional services to provide labor and materials for irrigation repairs and replanting services.

This First Agreement to the Agreement for DSG-2/12-13 will reduce the total base maintenance cost by $1,498.44 and increase the additional work cost by $7,100.00 for a net increase of $5,601.56. These adjustments are consistent with the costs identified in the Agreement. Approval of the First Amendment to the Agreement for DSG-2/12-13 will increase the NTE amount to $171,485.56 ($154,285.56 for base maintenance services and $17,200.00 for additional work) for FY 2012/13.

ALTERNATIVES

1. Approve the First Amendment to the Agreement for DSG-2/12-13 with Mariposa Landscapes, Inc. for Zone D (DSG-2 reduced level) tracts in the form attached hereto to provide continuation of landscape maintenance and maintenance related services, authorize the City Manager to execute said First Amendment to the Agreement for DSG-2/12-13 with Mariposa Landscapes, Inc., and authorize adjustments in the purchase orders to Mariposa Landscapes, Inc. for a reduction of $1,498.44 in the base maintenance PO and an increase of $7,100.00 in the additional work PO. *By selecting this alternative the CSD Board will prevent interruptions in landscape maintenance services and allow for the necessary funding of additional work to be performed within those CSD landscaped service areas for the 2012/13 fiscal year.*

2. Do not approve the First Amendment to the Agreement for DSG-2/12-13 with Mariposa Landscapes, Inc. for Zone D (DSG-2 reduced level) tracts in the form attached hereto for continuation of landscape maintenance and maintenance related services; do not authorize the City Manager to execute said First Amendment to the Agreement for DSG-2/12-13 with Mariposa Landscapes, Inc., and do not authorize adjustments in the purchase orders to Mariposa Landscapes, Inc., for a reduction of $1,498.44 in the base maintenance PO and an increase of $7,100.00 in the additional work PO. *By selecting this alternative, the CSD Board may allow for a lapse in necessary additional maintenance services to be provided and compensated for in the Zone D (DSG-2) landscaped areas where Agreements require amending.*

FISCAL IMPACT

CSD Zone D services are funded through a property owner approved parcel charge, which is levied and collected on the property tax bills and pays for parkway and median, landscape maintenance and associated landscape maintenance related services. **These actions will not impact the City's General Fund.**

The following table represents the Adjustments to be made in the General Ledger Account to the Zone D budget to accommodate the First Amendment to the Agreement for DSG-2/12-13 for landscape maintenance services.

Service Area (Zone)	Contractor	GL Account	Base Agreement Amount	2012/13 Additional Work Agreement Amount	2012/13 Agreement Total	2012/13 Net Adjustments[1]	2012/13 Amended Agreement Total
DSG-2	Mariposa Landscapes, Inc.	5111-30-79-25704-620910	$ 155,784.00	$ 10,100.00	$ 165,884.00	$ 5,601.56	$ 171,485.56

[1] DSG-2's Agreement Adjustment includes a $1,498.44 reduction in the base amount as a result of a reduction of sq. footage maintained. The proposed Amendment for additional work for DSG-2 is a $7,100.00 increase.

CITY COUNCIL GOALS

Community Image and Positive Environment:

By approving the Amendments to the Agreements as listed herein, the CSD Board will allow for the promotion of a positive environment through continued maintenance of parkways and medians.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1 – First Amendment to the Agreement for DSG-2/12-13

Attachment 2 – Agreement for DSG-2/12-13

Attachment 3 – Additional Work Price List

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT MORENO VALLEY COMMUNITY SERVICES DISTRICT MAINTENANCE OF PARKWAY & MEDIAN LANDSCAPING AND IRRIGATION

PROJECT NO. DSG-2/12-13

This First Amendment to the Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT, a municipal corporation, hereinafter referred to as "CSD," and Mariposa Landscapes, Inc., a California Corporation hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for RFP NO. DSG-2/12/13 PROJECT NO. DSG-2/12-13, hereinafter referred to as "Agreement," dated July 10, 2012; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform maintenance of landscaping and irrigation of the landscaped parkways and medians for the DSG-2 areas as provided in the Agreement; and,

WHEREAS, the Agreement was authorized in the not-to-exceed (NTE) amount of $165,884.00 ($155,784.00 for base maintenance services to be paid at a rate of $12,982.00 per month, one month in arrears and $10,100.00 for additional work); and,

WHEREAS, on July 30, 2012, a notification letter was submitted to the Contractor that 3,670 sq. ft. of parkway turf had been converted to planter material, which adjusted the Agreement from $165,884.00 to $164,385.56 (a reduction in the base maintenance from $155,784.00 to $154,285.56); and,

FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. DSG-2/12-13

WHEREAS, the amount of additional work that was identified is greater than anticipated when the Agreement was entered into, which will require a $7,100.00 increase in the Agreement's additional work allocation from $10,100.00 to $17,200.00, to cover the cost of additional services, which includes but is not limited to labor and materials, for irrigation repairs and replanting services to be performed or provided by the Contractor.

SECTION 1 FIRST AMENDMENT to the AGREEMENT:

1.1 Total Contract Amendment from $165,884.00 to $171,485.56 ($154,285.56 for base maintenance services, to be paid at a rate of $12,857.13 per month, one month in arrears and $17,200.00 for additional work).

1.1.a. Base Amount: Base amount was reduced from $155,784.00 to $154,285.56 by $1,498.44.

1.1.b. Additional Work: Amend the Additional Work Amount of the Agreement, Exhibit C, Section 2. E. from $10,100.00 to $17,200.00, an increase of $7,100.00, to accommodate additional labor and material costs associated with irrigation and replanting services.

SECTION 2

2.1 Except as otherwise specifically provided in this First Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. DSG-2/12-13

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District

Date: _____

Contractor: Mariposa Landscapes, Inc.

By: _____
Title: (President or Vice President)

Date: 04-25-13

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: 04-25-13

Affix Corporate Seal Below
(If applicable)

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

INDEPENDENT CONTRACTOR AGREEMENT

RFP NO. DSG-2/12-13
PROJECT NO. DSG-2/12-13
MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name	Mariposa Landscapes, Inc.
Street Address	15529 Arrow Hwy.,
Street Address	
City, State, Zip	Irwindale, CA 91706
Mailing Address	
(If same as Street Address,	Same
write same or same as above)	
Business Phone (with area code)	(626) 960-3809
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	(909) 429-2546
Fax Number	
Email Address	
Social Security Number	
Business License Number	
Federal Tax ID Number	
Contractor's License Number & Classification	592268/ C-27, A, C61/D49

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contract Starting Date is July 1, 2012 and the Contract Ending Date is June 30, 2013. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will consider Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

A. Control of Work. Except for compliance with service schedules, general and technical specification provisions (which may also be referred to herein as specifications) and performance standards as provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Contract.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (District), and the their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, Housing Authority's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, Housing Authority, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, Housing Authority, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of

carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Contract

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/District/Housing Authority premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.
By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City's Risk Manager prior to the execution of this Contract. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, the Moreno Valley Community Services District, and, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the City of amendment or cancellation, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The District and the Contractor agree that to the

extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.

J. Termination.

1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.

2. The District may terminate this Contract without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor: 15529 Arrow Highway, Irwindale, CA 91706
[Mailing Address (Post Office Box, if applicable]
626-960-0196
[Telephone number]
626-960-8477
[Fax number]
jaimeg@mariposa-ca.com
[Email address]

With a copy to:
[Attorney for Contractor, if applicable]
[Street Address]
[Post Office Box, if applicable]
[City, State, Zip]
[Telephone number]
[Fax number]
[Email address]

To District (CSD): MORENO VALLEY COMMUNITY SERVICES DISTRICT
Public Works Department
Special Districts Division
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Sharon Sharp, Senior Management Analyst
Telephone number: 951.413.3480
Fax Number: 951.413.3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951.413.3036
Fax number: 951.413.3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: Michelle Dawson
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District
for
Date: 7/10/12

Contractor

By:
Title: (President or Vice President)

Date: June 25, 2012

By:
Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: June 25, 2012

Affix Corporate Seal Below
(If applicable)

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

Deputy City Attorney

7-9-12
Date

RECOMMENDED FOR APPROVAL:

Department Head

7/9/12
Date

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

BOND NO. 024040136

PREMIUM $ 1092.00

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

RFP NO. DSG-2/12-13
PROJECT NO. DSG-2/12-13
MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the Board of Directors of the Moreno Valley Community Services District, State of California,, known as "CSD," has awarded to Mariposa Landscapes, Inc., as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as **PROJECT NO. DSG-2/12-13**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and , as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of One Hundred Fifty Five Thousand Seven Hundred Eight Four and 00/100 dollars, ($ 155,784.00), lawful money of the United States, to be paid to the said CSD or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the CSD, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the CSD in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

BOND NO. 024040136

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this 26th day of June 2012.

CONTRACTOR (Principal)	SURETY
Contractor Name: Mariposa Landscapes, Inc.	Name: Safeco Insurance Company of America
Address: 15529 Arrow Highway	Address: 790 The City Drive South, Suite 200
Irwindale, CA 91706	Orange, CA 92868
Telephone No.: 626-960-0196	Telephone No.: 714-634-5716
Print Name: Terry Noriega	Print Name: Jeffrey R. Gryde Attorney-in-Fact
Signature:	Signature:

Approved as to Form this
9th day of July 2012

Deputy City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

Jurat

State of California
County of Los Angeles

On, June 27, 2012, before me, Terry Noriega President – Mariposa Landscapes, Inc., Subscribed and sworn to (or affirmed) before me on this date, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.

(Seal)

R. AUSTIN
COMM. # 1832091
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires JAN. 29, 2013

Signature
R. Austin – Notary Public # 1832091

5316504

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No._____

First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America are corporations duly organized under the laws of the State of New Hampshire (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **JEFFREY R. GRYDE,** .....

.....

.....

all of the city of **LAGUNA NIGUEL**, state of **CALIFORNIA** each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this **12th** day of **April**, **2012**.

FIRST NATIONAL INSURANCE COMPANY OF AMERICA INCORPORATED 1928 NEW HAMPSHIRE
GENERAL INSURANCE COMPANY OF AMERICA INCORPORATED 1923 NEW HAMPSHIRE
SAFECO INSURANCE COMPANY OF AMERICA INCORPORATED 1953 NEW HAMPSHIRE

First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

By: _____
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this **12th** day of **April**, **2012**, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

K D RILEY COMM. EXP. NOTARY PUBLIC 12-09-2013 STATE OF WASHINGTON

By: _____
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, which are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and biding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this **26th** day of **June**, 20**12**.

FIRST NATIONAL INSURANCE COMPANY OF AMERICA INCORPORATED 1928 NEW HAMPSHIRE
GENERAL INSURANCE COMPANY OF AMERICA INCORPORATED 1923 NEW HAMPSHIRE
SAFECO INSURANCE COMPANY OF AMERICA INCORPORATED 1953 NEW HAMPSHIRE

By: _____
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

POA - FNICA, GICA & SICA
LMS_12874_041012 - 3 Company

MV00199893

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of Orange

On June 26, 2012 before me, **P Zeis, Notary Public**, personally appeared **Jeffrey R. Gryde**
Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

P. ZEIS
COMM. #1974059
Notary Public - California
Orange County
My Comm. Expires Apr. 29, 2016
NRO1 NRO1

Signature _____

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____ Document Date _____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

  _____
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/~~they~~ - is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

BOND NO. 024040136

PREMIUM $ Included

LABOR AND MATERIALS BOND
(100% of Total Contract Amount)

RFP NO. DSG-2/12-13
PROJECT NO. DSG-2/12-13
MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the board of Directors of the Moreno Valley Community Services District of the City of Moreno Valley, State of California, known as "CSD," has awarded to Mariposa Landscapes, Inc., as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement, whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as Project No. DSG-2/12-13, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and Safeco Insurance Company of America, as Surety, are held and firmly bound unto the City of Moreno Valley Community Services District for the City of Moreno Valley, County of Riverside in the penal sum of One Hundred Fifty Five Thousand Seven Hundred Eight Four and 00/100 dollars, ($ 155,784.00) (words and figures), lawful money of the United States, to be paid to said CSD or its certain attorney, successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Moreno Valley Community Services District, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the Moreno Valley Community Services District and judgment is recovered, the Surety shall pay all costs incurred by the Moreno Valley Community Services District in such suit, including reasonable attorney fees to be fixed by the court.

BOND NO. 024040136

The Surety hereby stipulates and agrees that no change, extensions of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

BOND NO. 024040136

WITNESS our hands this 26th day of June, 2012.

PRINCIPAL	SURETY
Name: Mariposa Landscapes, Inc.	Name: Safeco Insurance Company of America
Address: 15529 Arrow Highway	Address: 790 The City Drive South, Suite 200
Irwindale, CA 91706	Orange, CA 92868
Telephone Number: 626-960-0196	Telephone Number: 714-634-5716
By:	By:
Title: President	Title: Jeffrey R. Gryde, Attorney-in-Fact
By:	By:
Title: Secretary	Title:

Approved as to form this 9th day of JULY, 2012

Deputy City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.**
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (Contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Jurat

State of California
County of Los Angeles

On, June 27, 2012, before me, Terry Noriega President and Antonio Valenzuela Secretary - Mariposa Landscapes, Inc., Subscribed and sworn to (or affirmed) before me on this date, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.

(Seal)

R. AUSTIN
COMM. # 1832091
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires JAN. 29, 2013

Signature
R. Austin – Notary Public # 1832091

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND. 5316505

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No._____

First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America are corporations duly organized under the laws of the State of New Hampshire (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **JEFFREY R. GRYDE,** .....

.....

.....

all of the city of **LAGUNA NIGUEL**, state of **CALIFORNIA** each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this **12th** day of **April**, **2012**.

FIRST NATIONAL INSURANCE COMPANY OF AMERICA INCORPORATED NEW HAMPSHIRE 1928 — GENERAL INSURANCE COMPANY OF AMERICA INCORPORATED NEW HAMPSHIRE 1923 — SAFECO INSURANCE COMPANY OF AMERICA INCORPORATED NEW HAMPSHIRE 1953

First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

By: _____
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this **12th** day of **April**, **2012**, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

KD RILEY COMM. EXP. NOTARY PUBLIC 12-09-2013 STATE OF WASHINGTON

By: _____
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, which are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and biding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this **26th** day of **June**, 20**12**.

FIRST NATIONAL INSURANCE COMPANY OF AMERICA INCORPORATED NEW HAMPSHIRE 1928 — GENERAL INSURANCE COMPANY OF AMERICA INCORPORATED NEW HAMPSHIRE 1923 — SAFECO INSURANCE COMPANY OF AMERICA INCORPORATED NEW HAMPSHIRE 1953

By: _____
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

POA - FNICA, GICA & SICA
LMS_12874_041012 - 3 Company

MV00199899

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of Orange

On June 26, 2012 before me, **P Zeis, Notary Public**, personally appeared **Jeffrey R. Gryde**
Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

P. ZEIS
COMM. #1974059
Notary Public - California
Orange County
My Comm. Expires Apr. 29, 2016

Signature _____

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____ Document Date _____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/~~they~~ - is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

EXHIBIT A

RFP NO. DSG-2/12-13
PROJECT NO. DSG-2/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

1. GENERAL PROVISIONS - SCOPE OF WORK

A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the Board of Directors of the Moreno Valley Community Services District establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 20, Project Location Map.

B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf, groundcover, and shrub areas designated hereunder; regularly maintain and prune those portions of trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Specification Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.

E. All work shall be performed in accordance with the General and Technical Specification Provisions of this Contract and in accordance with an approved service schedule, as approved by the Director. Service schedules may be modified with 30 days advance written notice by the District.

2. GENERAL PROVISIONS - SCHEDULING OF WORK

A. The Contractor will adhere to the facilities, equipment and monthly and annual work schedules submitted as a part of the Contractor's RFP, and incorporated herein by this reference. These schedules, and any approved revisions thereto, will be used by the District as a basis for determining Contractor's satisfactory performance.

B. Revisions to facilities, equipment, or monthly and annual work schedules may not be implemented without the prior written approval of the Director. The Contractor is required to submit proposed revisions regarding facilities, equipment or monthly and annual work schedules in writing to the District at the address as set forth in the Independent Contractor Agreement, Section 3, paragraph N. at least ten (10) working days prior to commencing work per the proposed revisions.

C. Failure to submit proposed revisions concerning facilities, equipment, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations. Specialty type maintenance operations includes, but is not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

F. When inclement weather renders performance per the approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor is required to adjust his work force in order to accomplish those work items not affected by weather, and will contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-performance penalties per Exhibit C, Section 4.

G. For the purposes of this Contract, "Working Days" are Mondays through Thursdays, excluding holidays as provided herein. On those days maintenance is to be provided pursuant to the work schedule as approved by the Director. The hours of on site maintenance service will be from 7:00 a.m. to 4:30 p.m., not including mobilization to or from work site. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day in advance for the Director's approval.

3. GENERAL PROVISIONS - FUNCTIONS AND RESPONSIBILITIES

A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Appendix B, Monthly Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director

C. The Director may require the Contractor to attend meetings with the District field staff at some fixed interval to review the Contractor's operations, and schedule future work as may be ordered by the Director. Failure to attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. The Contractor shall maintain an office at some fixed place, and be listed in the telephone directory in Contractor's own name or in the Contractor's company name. Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph E. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage only during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the minimum acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by telephone, written email, written mailed correspondence or facsimile transmission. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at **any** time:

1. City Manager
2. Director of Public Works
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Street Maintenance Supervisor
7. Senior Landscape Services Inspector
8. Landscape Services Inspector
9. Landscape Irrigation Technician

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. GENERAL PROVISIONS - CONTRACTOR'S STAFF

A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.

C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.

D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements.

   Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. GENERAL PROVISIONS - EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

6. GENERAL PROVISIONS - COMPLAINTS

A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.

B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Exhibit A, Section 3, paragraph B.

C. In addition to the provisions of Section 6., paragraph A. in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. GENERAL PROVISIONS - SAFETY

A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2010 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Exhibit A Section 3, paragraph B., above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Section 3, paragraph J of the Independent Contractor Agreement.

8. USE OF CHEMICALS

A. Before the beginning of the Contract period, the Contractor is required to submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS) of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.

B. Director shall be notified in writing of any changes or deviations from the list as referenced in Exhibit A, Section 8, Paragraph A. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.

D. Contractor shall report all fertilizers and pesticides used in the performance of the work as an element of Contractor's Monthly Report, as set forth in Exhibit A, Section 3, paragraph B. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City and the Community Services District of the City of Moreno Valley (CSD). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City or CSD and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the CSD that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.

B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars ($25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Drive, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL SPECIFICATION PROVISIONS

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed per the Frequency of Service table, as set forth in Exhibit E. Should weather and/or site conditions preclude the normally scheduled frequency of this service during any month, or portion thereof, the maintenance schedule shall be modified at the discretion and approval of the Director.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall

be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Specification Provisions - Fertilization, Section 18.

13. Pest control: See Technical Specification Provisions - Pesticide Use, Section 19.

14. Aeration:

    (a) All turf areas shall be aerated at the frequency as set forth per the frequency of service table, in Exhibit E, unless otherwise directed by the Director;

    (b) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

    (c) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

    (d) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

    (e) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Specification Provisions – Fertilization, Section 18.

15. Renovation/thatching and additional aeration operations are to be considered Additional Work, per Exhibit C., Section 2.

16. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Trees shall be pruned at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Portions of trees up to eighteen feet (18') in height shall:

   (a) Be pruned to enable successful adaptation to their particular site situation;

   (b) Have no more than one-third (1/3) of living branches removed annually;

   (c) Be fertilized only as directed by District field staff.

6. Portions of trees over eighteen feet (18') in height shall:

   (a) Be inspected annually;

   (b) Pruned and/or trimmed as necessary to maintain proper site orientation;

   (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

   (d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall not be allowed:

   (a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

   (c) Use of pruning paint/pruning compound/wound dressing;

   (d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Specification Provisions – Pesticide Use, Section 19.

13. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Shrubs shall be pruned and/or trimmed per the frequency of service table, as set forth in Exhibit E, unless otherwise directed by the Director, in order to:

(a) Remove dead, diseased, or damaged branches;

(b) Remove unwanted encroachments into public and/or utility rights-of-way;

(c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned in a manner that will:

(a) Enable successful adaptation to their particular site situation;

(b) Follow the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

6. Pruning tools must:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices are not allowed:

(a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") <u>will be done only when authorized by the Director on a site-specific basis</u>.

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

(c) Use of pruning paint/pruning compound/wound dressing.

8. Fertilization: See <u>Technical Specification Provisions - Fertilization</u>, Section 18.

9. Pest control: See <u>Technical Specification Provisions –Pesticide Use</u>, Section 19.

10. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Technical Specification Provisions, ground covers

are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed per the frequency of service table, as set forth in Exhibit E , unless otherwise directed by the Director in order to:

   (a) Remove dead, diseased, or damaged branches/crowns;

   (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

   (c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

   (a) To enable successful adaptation to their particular site situation;

   (b) In accordance with accepted practices for the particular species in question;

5. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Specification Provisions - Fertilization, Section 18.

8. Pest control: See Technical Specification Provisions –Pesticide Use, Section 19.

9. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

E. WEED CONTROL

1. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as

weeds.

2. Weed control shall be addressed per the frequency of service table, as set forth in Exhibit E, unless otherwise directed by the Director.

3. Chemical weed control: See Technical Specification Provisions – Pesticide Use, Section 19.

4. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.

5. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

6. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. Said maintenance shall include, but not be limited to: visual and operational inspections; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

3. For the purposes of this section, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

   (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage;

   (b) Be turned off during periods of rainfall, or as directed by District field staff;

   (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

   (a) Be operated only when Contractor's personnel are present on site;

   (b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;

   (c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. Debris/litter control shall be provided per the frequency of service table, as set forth in Exhibit E, unless otherwise stated herein this Section and/or as directed by the Director.

2. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

3. Contractor shall remove from both planted areas and adjacent hardscapes/walkways the following items, which include but are not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by the Contractor before the close of business the working day following notification of this condition.

4. All hardscape areas that include, but are not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

5. The Contractor shall dispose of all debris and litter, as described herein

Exhibit A, Section 17, letter G, paragraphs 1 and 2 above, off-site, and in a legal manner.

6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices such as, televisions, computers and computer monitors; firearms, ammunition or other appliances. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

7. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in the performance of contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in the course of the performing the contract's Scope of Work services at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4

18. TECHNICAL SPECIFICATION PROVISIONS - FERTILIZER

A. TURF FERTILIZATION

1. Fertilizer shall be applied to turf areas in accordance with Table I, below. The frequency of service for turf fertilization is also referenced in Exhibit E, Section V., Frequency of Service Table. At the discretion and request of the Director, additional applications at the pricing terms as listed in the additional work section of Schedule II may be provided. Failure to adhere to this Specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs
OCT	1	22-5-5*	1.25	5.7 lbs

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See the following section on fertilizers.

**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See the following sections, below, regarding fertilizers.

2. Humus base fertilizers to be applied by drop spreader only.

3. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

6. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. Fertilizer shall be applied to all shrubs and ground covers in accordance with Table II below as noted. The frequency of service for shrub and ground

cover fertilization is also referenced in Exhibit E, Section V. At the discretion and request of the Director, additional applications at the pricing terms as listed in the additional work section of Schedule II may be provided. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All fertilizers are to be of indicated analysis or better

TABLE II

			Rates per 1,000 sq. ft.	
Month**	Number of Apps	Type of Fertilizer	Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

**Service areas on Level 3 (12 Week) service rotation receive shrub and ground cover fertilization one time (1) per year in April.

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification is required to Director five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces

before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

19. TECHNICAL SPECIFICATION PROVISIONS – PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.

3. All pesticide applications shall be applied as directed by the Director.

4. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

5. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Exhibit A., Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Exhibit A, Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Disposal of empty pesticide containers, if made in the County of Riverside,

shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. For pesticide application reporting specifications, see Exhibit A., Section 3 – Functions and Responsibilities and Exhibit A., Section 8. – Use of Chemicals.

3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed in accordance with the Frequency of Service Table as provided in Exhibit E, Section V., or as determined by the Director.

   (b) Appropriate chemical control must be used on the following weeds.

   Bermuda Grass
   Kikuyu Grass
   Nutsedge
   Field Bindweed
   Spurge

   The aforementioned list is inclusive; other species may be added by the Director as necessary.

   (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C.,

Section 4.

2. Snail Control

(a) Snails shall be controlled on a regular basis on the following plant species:

Agapanthus africanus
Aptenia sp.
Gazania sp.
Hemerocallis sp.

(b) Snails shall be controlled on an as needed basis on all other plant material.

(c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

(a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(b) The Director may require all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(c) The Director may require all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(d) The Director may require all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

   (b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

   (c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Insect and Disease Control

   (a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

   (b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

20. PROJECT LOCATION MAPS

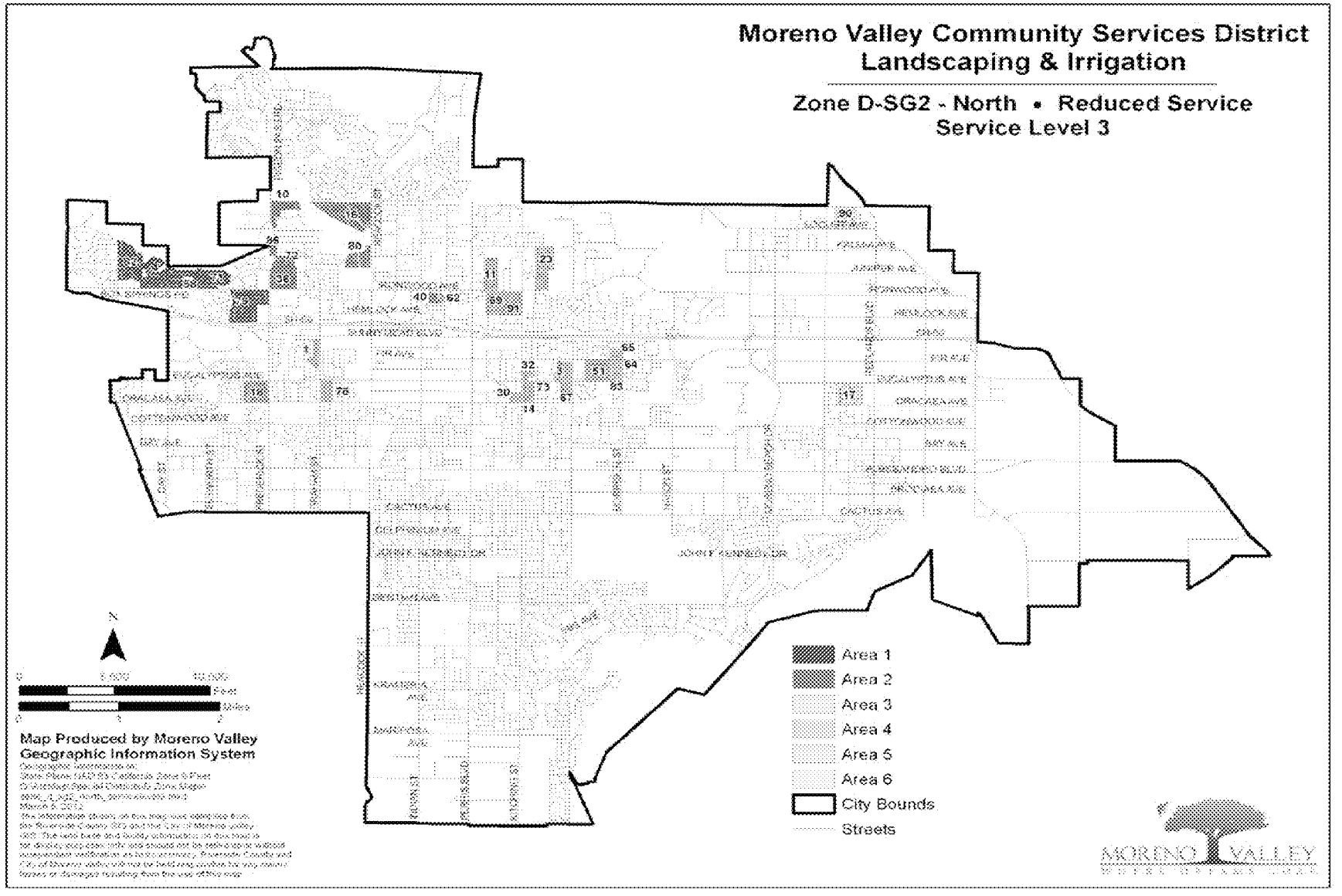

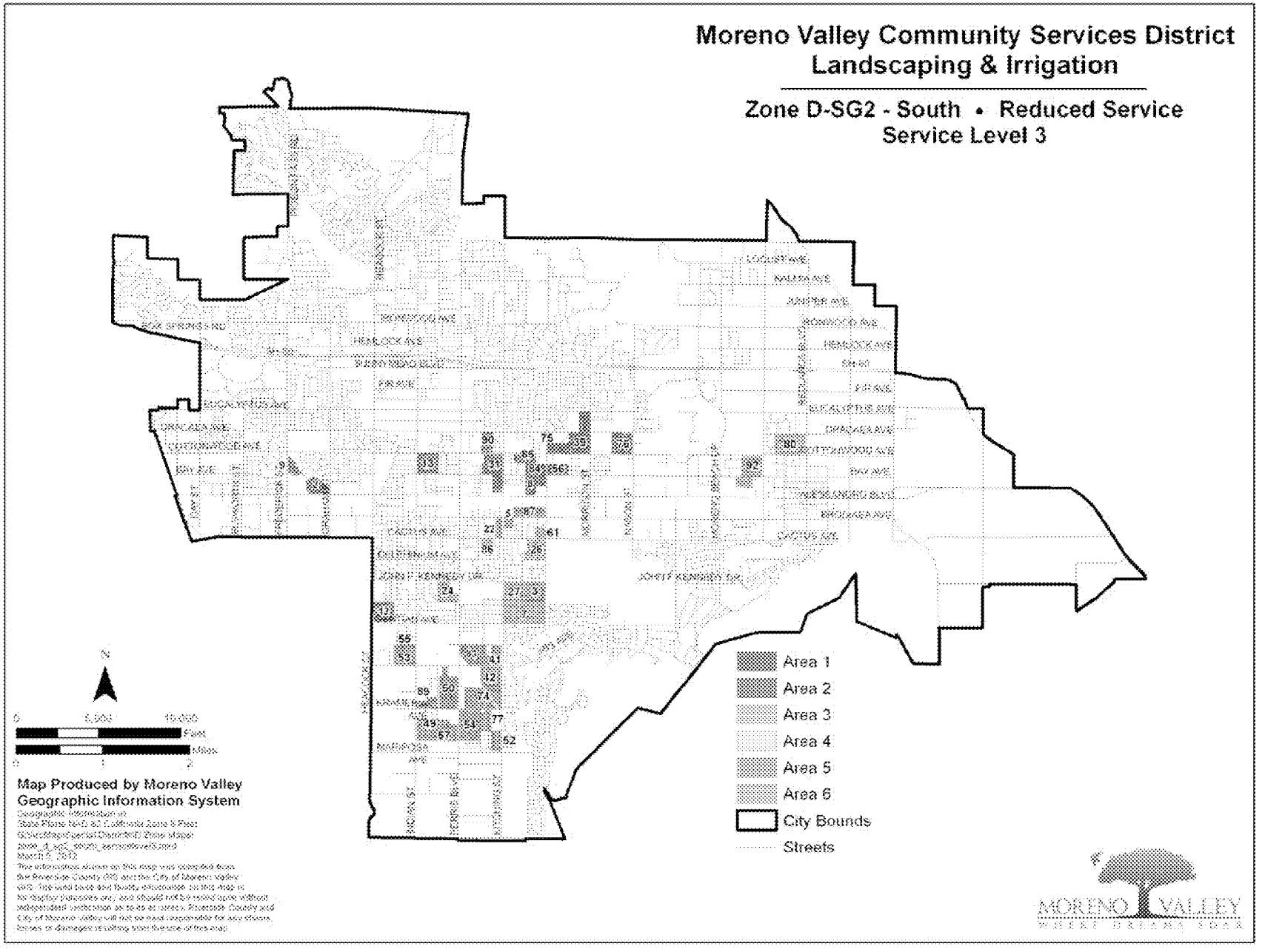
Moreno Valley Community Services District
Landscaping & Irrigation
Zone D-SG2 - South • Reduced Service
Service Level 3
Area 1
Area 2
Area 3
Area 4
Area 5
Area 6
City Bounds
Streets
Map Produced by Moreno Valley
Geographic Information System
MORENO VALLEY

EXHIBIT B: District Responsibilities

RFP NO. DSG-2/12-13
PROJECT NO. DSG-2/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACT SUPERVISION

A. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of the same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.

B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C: Payment Terms

RFP NO. DSG-2/12-13
PROJECT NO. E-3/11- 12

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACTOR'S COMPENSATION

A. Th e Contractor will be paid monthly per site based upon successful performance of the maintenance services provided in accordance with an approved service schedule for each area/site and in compliance with the terms and provisions of this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports for the: 1) maintenance performed, 2) Greenwaste, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month, and 5) a detailed invoice for services in accordance with the Contract price for the work performed, which shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org.

Accounts Payable questions can be directed to 951.413.3073.

Copies of invoices and reports will be submitted to the Special Districts Division of the Public Works Department at specialdistricts@moval.org. Calls may also be directed to the Special Districts Division at 951.413.3480.

B. Th e Contractor will obtain and keep current during the term of this Contract, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at http://www.moval.org/do_biz/biz-license.shtml.

C. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of twelve thousand, nine hundred and eighty-two dollars and 00/100 ($12,982.00) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed One hundred and fifty-five thousand, seven hundred and eighty-four dollars and 00/100 ($155,784.00), except as provided for in Section 2 below.

D. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the

completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall_forms.shtml#bf.

E. The minimum information required on all invoices includes:

1. Vendor Name, Mailing Address and Phone Number
2. Invoice Date
3. Vendor Invoice Number
4. City – provided Reference Number (Project No. and Title)
5. Detailed work hours by class title (e.g. Manager, Technician or Specialist), services performed, and rates, explicit portion of a contract amount or detailed billing information is sufficient to justify the invoice amount: single or lump sum amounts without detail are not acceptable.

F. The City shall pay the Contractor for all invoiced and authorized maintenance services within thirty (30) days of receipt of invoice for the same.

G. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2, paragraph C. herein this Exhibit, in addition to the work set forth in Exhibit A, General Provisions - Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Schedule II, Sections B & C or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth herein Exhibit C, Section 2, paragraph B., below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after

receiving a verbal authorization, the Contractor must submit a written estimate to the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in Exhibit E, Schedule II, shall be prorated from the day the Contractor commences work on the additional areas.

D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Schedule II, Section B and C. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).

E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of $10,100.00 for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

A. Work required in the General or Technical Specification Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General and/or Technical Specification Provisions; submit notifications or reports required by the Contract, for General or Technical Specifications Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General or Technical Specification Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of

$100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, telephone, facsimile transmission or in writing.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the District to allow for explanations.

EXHIBIT D: Term of Contract

RFP NO. DSG-2/12-13
PROJECT NO. DSG-2/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

1. TERM OF CONTRACT

A. Following approval by both parties, the Contract will commence on July 1, 2012, and shall terminate (12) months thereafter on June 30, 2013.

B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.

C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.

E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

RFP NO. DSG-2/12-13
PROJECT NO. DSG-2/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

RFP NO. DSG-2/12-13
PROJECT NO. DSG-2/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

I: SCHEDULE I – VENDOR INFORMATION

A. COMPANY NAME: Mariposa Landscapes, Inc.

TYPE
- Sole proprietor _____
- Partnership _____
- Corporation X

B. COMPANY ADDRESS (STREET) 15529 Arrow Highway

(CITY, STATE, ZIP) Irwindale, CA 91706

C. COMPANY ADDRESS (MAILING) 15529 Arrow Highway

(CITY, STATE, ZIP) Irwindale, CA 91706

D. BUSINESS PHONE NUMBER(with area code) 626-960-0196

E. SATELLITE OFFICE ADDRESS (if applicable):

11093 Almond Ave
Fontana, CA 92337

F. SATELLITE OFFICE PHONE NUMBER 909-429-2546

G. CONTRACTOR'S LICENSING INFORMATION:

1. LICENSE NUMBER/CLASSIFICATION/NAME STYLE:
592268/ C-27, A, C61/D49
2. NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 22 yrs
3. LICENSE EXPIRATION DATE: 4/30/14
4. CURRENT LICENSE STATUS: Active

5. PRIOR ACTIONS AGAINST THIS LICENSE? Yes / No
6. IF YES, LIST CITATION TYPE AND HOW RESOLVED: _____

H. .COMPANY'S FEDERAL IDENTIFICATION NO.: 95-4245898

I. NAME AND TITLE(s) OF COMPANY OFFICERS:

Terry Noriega	President
Antonio Valenzuela	Secretary

J. NUMBER OF YEARS COMP ANY HAS PERFORM ED LANDSCAPE MAINTENANCE SERVICES: 32 years

K. NUMBER OF YEARS COMP ANY HAS PERFORM ED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 32 years

L. CURRENT LANDSCAPE MAINTENANCE OPERATIONS

THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED IN ANSWER TO THIS QUESTION (QUESTION L.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

TOTAL NUMBER OF LANDSCAPE MAINTENANCE CONTRACTS: 70

PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 65%

TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: $15,000,000.00

1. NUMBER OF EMPLOYEES COMMITTE D TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS: 11	AVERAGE WAGE SCALE: $65.00 /hr *
TECHNICIANS: 55	AVERAGE WAGE SCALE: $ 45.00 /Hr.*
FOREMEN: 77	AVERAGE WAGE SCALE: $35.00 /Hr.*
LABORERS: 157	AVERAGE WAGE SCALE: $30.00 /Hr.*

*Use the f ully burdened rate (i. e., taxes, insurance, benefits, OH &P) - T his is a prevailing wage project.

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

A. MOTOR VEHICLES
- TYPE: Dump Truck NUMBER: 4

- TYPE: Pick-Up Truck NUMBER: 53
- TYPE: Stake NUMBER: 53
- TYPE: Sweeper NUMBER: 1

Large Water Truck 1

B POWER EQUIPMENT

- TYPE: Mowers NUMBER: 78
- TYPE: Weedeaters NUMBER: 118
- TYPE: Blowers NUMBER: 101
- TYPE: Edgers NUMBER: 47

Hedgetrimmers 105
Reels 4
Trailers 47
Roll-off Bins 18

II: REFERENCES

Attach Responses to this question on additional sheets – One sheet per reference

A. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.

B. REFERENCE RESPONSES MUST INCLUDE:

1. NAME AND ADDRESS OF AGENCY;
2. NAME AND TEL EPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
3. CONTRACT NAME(S) / NUMBER(S);
4. ANNUAL CONTRACT AMOUNT(S);
5. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
6. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
6. LENGTH OF CONTRACT(S).

C. **THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:**

1. How many (number) of contracts and years under contract?
2. What are/were the Scope of the contract(s), acreage amounts, location(s)?
3. What are/were the Contract amount(s)?
4. Do/did they have adequate (quantity/quality) staffing?
5. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
6. Does staff have the ability to comprehend/speak English?
7. How are/were the appearance, uniforms, and use of safety equipment?
8. Do/did they have availability of additional personnel for extra work/special projects?
9. Is/was the equipment used in good working order?
10. Do/did they have an effective in-company communications system?
11. How is/was the knowledge of and the project/contract standards?
12. Do/did they have the ability to respond to complaints/requests in a timely fashion?

II: REFERENCES

Name:	**City of Baldwin Park**
Address:	13135 E. Garvey Ave Baldwin Park, CA 91706
Contact:	Mike Salas Acting Field Supervisor
Phone:	626-224-0100
Contract Name:	Landscape Maintenance for the City of Baldwin Park
Contract Amount:	$90,000.00/year
Acreage:	18 Acres throughout the city
Locations:	Various Locations
Length of Contract:	1999 – Current

Name:	**City of Rancho Cucamonga**
Address:	9153 9th Street
	Rancho Cucamonga, CA 91730
Contact:	Steve Relph
	Supervisor
Phone:	909-677-6251
Contract Name:	Landscape Maintenance for the City of Rancho Cucamonga
Contract Amount:	$1,164,213.00/year
Acreage:	68 Acres
Locations:	Various Locations
Length of Contract:	1989-Current

MV00199939

Name:	**City of Long Beach**
Address:	333 W. Ocean Blvd Long Beach, CA 90802
Contact:	Theresa Maceyka Maintenance Operations Supervisors
Phone:	562-570-4879
Contract Name:	Landscape Maintenance for the City of Long Beach
Contract Amount:	$639,152.00/year
Acreage:	262 Acres throughout the city
Locations:	Various Locations throughout the city
Length of Contract:	2009-Current

MV00199940

13. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
14. How accurate & timely is/was billing/invoicing?
15. Have Contract(s) been successfully completed to term?
16. Would you accept future proposals/bids from this company?

III: PROPOSED FACILITIES, EQUIPMENT & STAFFING SCHEDULE

A. **Facilities** – List the facility(ies) locatio n and/or address where work crews a nd equipment will be dis patched. Use additional sheets as necessary to provide a full and comprehensive response.

Mariposa Landscapes, Inc.
11093 Almond Ave
Fontana, CA 92337

B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement , General Provisions, and Technical Specification Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sh eets as necessary to provide a full and comprehensive response.

1. **Equipment:**

walk behind aerators (S)
backpack blowers (S)
various hand tools (S)

2. **Motor Vehicles:**

3/4 ton full size pickup (S)
3/4 ton full size ext. cab pickup (S)
3/4 ton full size irrigation truck (S)
Utility trailer (S)

3. **Turf Maintenance Power Equipment/Tools:**

50" bagger ride-on mower (S)
21" bagger walk behind mower (S)
walk behind edger (S)
Weedeater (S

4. **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**
(List both powered and hand equipment/tools)

Hedgetrimmer
Stick hedgetrimmer
Pole saw
hand pruners
lopers
rakes
burlaps

5. **Irrigation System Maintenance Equipment:**
(List both powered and hand equipment/tools)

Shovels (Various)
Picks
Pipe cutter
Pipe wrenches (various)
Screw drivers (various)
volt meter
wire tracer
hand held remote
pliers

6. **Fertilizer Application Equipment:**
(List both powered and hand equipment/tools)

walk behind broadcast spreader
hand held broadcast spreader

7. **Pesticide Application Equipment:**
(List both powered and hand equipment/tools)

backpack sprayer

C. **Staff**: - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Technical Specification Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**
(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)
Luis Valenzuela, Maintenance Division Manager - CLT, QAC, Arborist (also refer to attached resume)
Jaime Garcia, Maintenance Supervisor - QAC (also refer to attached resume)
Forman - To Be Assigned upon award of contract
Irrigator - To Be Assigned upon award of contract
Laborer 1 - To Be Assigned upon award of contract
Laborer 2 - To Be Assigned upon award of contract
(Subject to change or modify)

2. **Tree Trimming/Maintenance:**
(List any ISA or equivalent certified personnel)
Tasks to be performed by Assigned Routine Crew

3. **Irrigation System Maintenance:**
(List technical personnel – include any relevant education, certification, licensing information for each person listed)
Irrigator to be assigned upon award of contract.

4. **Pesticide Application:**
(List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.)
Tasks to be performed by Assigned Routine Crew

Resumes

Mariposa has experienced dedicated professionals who make up the management and supervisory team. The combination of qualified, dedicated management and well- trained workers enables us to provide quality services in landscape installation, maintenance and tree care. The following list reflects the qualifications of our management and supervisory staff.

Management

Terry Noriega - President

- 32 years experience in landscape installation and maintenance
- B.S. in Ornamental Horticulture: California State Polytechnic University, Pomona
- California Contractors License:
  - C-27 –Landscaping
  - A –Engineering
  - C61/D49 –Tree Trimming
- Pest Control Advisor::
  - Insects, Mites and Other Invertebrates
  - Plant Pathogens
  - Nematodes
  - Vertebrate Pests
  - Weed Control
  - Plant Growth Regulators
- Qualified Applicator License:
  - Categories A, B, C, D, E, F, H
- Certified Landscape Technician:
  - Ornamental Maintenance
  - Turf Maintenance
- Certified Arborist: International Society of Arboriculture:
  - #WE-1182A
- Certified Consulting Arborist (candidate): American Society of Consulting Arborists
- Certified Playground Safety Inspector
- Arizona Contractors License:
  - ROC178088 K-21
- Arizona, Qualifying Party License:
  - #8263
- Arizona Pest Control Business License:
  - #8246

15529 ARROW HIGHWAY, IRWINDALE, CA 91706
CA. LANDSCAPE CONTRACTORS LICENSE NO. 592268
TEL. 626 • 960 • 0196 FAX 626 • 960 • 8477

Antonio Valenzuela – Vice President of Operations

- 23 years experience in landscape maintenance, and irrigation troubleshooting
- Qualified Applicator Certificate:
  - Category B, C, F
- Certified Landscape Technician:
  - Ornamental Maintenance
  - Turf Maintenance
- Backflow Certification in Los Angeles County
- Landscape Water Auditor: Cal Poly SLO
- Certified Landscape Professional
- Certified Playground Safety Inspector

Theresa Lu - Controller

- 25 years experience in Accounting and Business Administration
- B.S. in Accounting from Metropolitan State College, Denver
- Licensed Property & Casualty Insurance Broker

Landscape Maintenance

Jaime Garcia – Landscape Maintenance Supervisor

- 18 years experience in the landscape industry
- Qualified Applicator License:
  - Category B, C
- Certified Landscape Technician:
  - Irrigation

Luis Valenzuela – Landscape Maintenance Regional Manager, Southern California

- 21 years experience in landscape and construction operations
- Qualified Applicator Certificate:
  - Category B
- Certified Landscape Technician:
  - Irrigation
- Certified Arborist: International Society of Arboriculture:
  - # WE-8713A
- Certification – Effective Business Leadership & Development – PDC/GCC

Estimating

Joshua Cho – Estimator

- 25 years experience in landscape maintenance, construction and design
- B.S. in Landscape Architecture, Cal Poly Pomona
- Landscape Designer

**Note: Additional Information Available Upon Request

IV: PROPOSED PROJECT WORK SCHEDULES

Pages 58-59 contain blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed scheduled for performing the services as describe in Exhibit A. For those services listed under the Technical Specification Provisions found in Exhibit A, Section 17, and Sections 18 A (Turf Fertilization) and 18 B (Shrub & Ground Cover Fertilization) refer to the FREQUENCY OF SERVICE TABLE located in Exhibit E, Section V., Use additional sheets as necessary to provide a full and comprehensive response on each of the schedule sheets.

If selected, the awarded Contractor will provide the CSD, within 30 days after contract execution, a mapped work schedule for ZONE D. Sample mapped work schedules have been provided for reference.

A. MONTHLY SCHEDULE SHEET

1. List all tasks specified to be performed on a weekly or monthly basis for the ZONE D areas in the box corresponding to the day of the week/month the work is proposed to be performed.

2. Be sure to include administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

B. ANNUAL SCHEDULE SHEET

1. List all tasks specified to be performed for the ZONE D areas at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which the work is proposed to be performed.

2. Be sure to include any administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

ZONE D MONTHLY SCHEDULE SHEET

SERVICE SCHEDULE LEVEL 3
PROPOSED PROJECT WORK SCHEDULES

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 Litter control Mow/edge/detail Blow/clean up Irrig. inspect/adjust Weed control (partial)	Litter control Weed control Blow/clean up Irrig. inspect/adjust Trim trees/vines/ shrubs/gc (partial) Weed control (partial)	Litter control Irrig. inspect/adjust Trim trees/vines/shrubs/ gc (partial)	Litter control Blow/clean up Trim trees/vines/ shrubs/gc (partial) Weed control (partial) Pest control (partial)	NO WORK
WEEK #2 Irrig. inspect/adjust	Irrig. inspect/adjust	Irrig. inspect/adjust	NO WORK	Same as above
WEEK #3 Mow/edge/detail Blow/clean up	Irrig. inspect/adjust	Irrig. inspect/adjust	NO WORK	NO WORK
WEEK #4 Irrig. inspect/adjust	Irrig. inspect/adjust	Irrig. inspect/adjust	NO WORK	Same as above

ZONE D ANNUAL SCHEDULE SHEET

SERVICE SCHEDULE LEVEL 3
PROPOSED PROJECT WORK SCHEDULES

JANUARY Routine Maint. Weed control	**FEBRUARY** Routine Maint. Fertilize turf w/ 22-0-6 + preemergent Shrub, GC care/trim	**MARCH** Routine Maint.
APRIL Routine Maint. Aerate Fertilize shrubs & GC w/ 23-5-10	**MAY** Routine Maint. Shrub, GC care/trim Weed control	**JUNE** Routine Maint. Fertilize turf w/ 22-5-5
JULY Routine Maint.	**AUGUST** Routine Maint. Shrub, GC care/trim Weed control	**SEPTEMBER** Routine Maint.
OCTOBER Routine Maint. Fertilize turf w/ 22-5-5	**NOVEMBER** Routine Maint. Shrub, GC care/trim Weed control	**DECEMBER** Routine Maint.

I: FREQUENCY OF SERVICE TABLE

Service Type	Service Schedule Level 1 (4 Week)	Service Schedule Level 2 (8 Week)	Service Schedule Level 3 (12 Week)
17.A. Turf Care			
Mow/edge/trim	Weekly	Every other week	Every other week
Aeration	Bi-annually (Spring & Fall)	Bi-annually (Spring & Fall)	Annually (Spring)
17.C. Shrub Care			
Prune/trim	Monthly	6x's per year	4x's per year
17.D. Ground Cover			
Prune/trim	Monthly	6x's per year	4x's per year
17.E. Weed Control			
Weed control	Monthly	6x's per year	4x's per year
17.G. Debris/Litter			
Debris/Litter removal	Weekly	Every other week	Monthly
18.A. Turf Fertilization	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)
18.B. Shrub/Ground Cover Fertilization	2x's per year (April & Sept.)	2x's per year (April & Sept.)	1x per year (April)
19. C. 1. (a) Ground covers, shrubs & trees - Pesticide usage criteria	2x's per year (Spring & Fall)*	2x's per year (Spring & Fall)*	2x's per year (Spring & Fall)*

* specification of month to be approved by Director in advance of application

VI: ZONE D – SAMPLE SERVICE SCHEDULES

A ZONE D – 4 WEEK ROTATION Sample based on Service Schedule Level 1 Frequency

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 South	2	15387	9,049	1	
DSG2 South	9	19957	6,810	1	
DSG2 South	13	20032	14,076	1	
DSG2 South	31	19509	18,328	1	
DSG2 South	85	16770	5,830	1	
DSG2 South	90	32018	11,306	1	
DSG2 South	39	19852	28,800	1	
DSG2 South	75	27526	16,373	1	
DSG2 South	76	30027	45,833	1	
DSG2 South	8	19518/18372	12,634	1	Grass
DSG2 South	84	13585	6,600	1	
DSG2 South	56	20941	9,600	1	Grass
DSG2 South	80	31269-1	43,723	1	
DSG2 South	92	31284	28,321	1	
DSG2 South	5	17387	4,384	1	
DSG2 South	22	19143	4,864	1	
DSG2 South	61	21616	23,528	1	
DSG2 South	87	17867	13,778	1	
DSG2 South	3	12773	13,806	1	
DSG2 South	7	19685	62,530	2	
DSG2 South	24	19210	9,270	2	
DSG2 South	26	19363	13,320	2	
DSG2 South	27	19434	13,242	2	
DSG2 South	86	17457	3,444	2	
DSG2 South	41	19912	11,750	2	Grass
DSG2 South	12	20552	19,458	2	Grass
DSG2 South	50	20404	36,138	2	
DSG2 South	53	20718	23,004	2	
DSG2 South	55	20869	2,100	2	
DSG2 South	83	15433	24,161	2	
DSG2 South	89	22889	16,438	2	
DSG2 South	42	19937	20,890	2	
DSG2 South	49	20301	7,200	2	Grass
DSG2 South	52	20660	11,912	2	Grass
DSG2 South	54	20859	33,630	2	Grass
DSG2 South	57	21113	12,200	2	
DSG2 South	74	20715	51,250	2	Grass
DSG2 South	77	29038	6,243	2	

DSG 2 South

Jul-12	Nov-12	Mar-13
07/04/2012 Mow/Litter	11/07/2012 Area 1/Mow/Litter	03/06/2013 Area 1/Mow/Litter
07/11/2012 Area 1/Mow/Litter	11/14/2012 Mow/Litter	03/13/2013 Mow/Litter
07/18/2012 Mow/Litter	11/21/2012 Area 2/Mow/Litter	03/20/2013 Area 2/Mow/Litter
07/25/2012 Area 2/Mow/Litter	11/28/2012 Mow/Litter	03/27/2013 Mow/Litter
Aug-12	**Dec-12**	**Apr-12**
08/01/2012 Mow/Litter	12/05/2012 Area 1/Mow/Litter	04/03/2013 Area 1/Mow/Litter
08/08/2012 Area 1/Mow/Litter	12/12/2012 Mow/Litter	04/10/2013 Mow/Litter
08/15/2012 Mow/Litter	12/19/2012 Area 2/Mow/Litter	04/17/2013 Area 2/Mow/Litter
08/22/2012 Area 2/Mow/Litter	12/26/2012 Mow/Litter	04/24/2013 Mow/Litter
08/29/2012 Mow/Litter		
Sep-12	**Jan-13**	**May-13**
09/05/2012 Area 1/Mow/Litter	01/02/2013 Area 1/Mow/Litter	05/01/2013 Area 1/Mow/Litter
09/12/2012 Mow/Litter	01/09/2013 Mow/Litter	05/08/2013 Mow
09/19/2012 Area 2/Mow/Litter	01/16/2013 Area 2/Mow/Litter	05/15/2013 Area 2/Mow/Litter
09/26/2012 Mow/Litter	01/23/2013 Mow/Litter	05/22/2013 Mow/Litter
	01/30/2013 Mow/Litter	05/29/2013 Mow/Litter
Oct-12	**Feb-13**	**Jun-13**
10/03/2012 Area 1/Mow/Litter	02/06/2013 Area 1/Mow/Litter	06/05/2013 Area 1/Mow/Litter
10/10/2012 Mow/Litter	02/13/2013 Mow/Litter	06/12/2013 Mow/Litter
10/17/2012 Area 2/Mow/Litter	02/20/2013 Area 2/Mow/Litter	06/19/2013 Area 2/Mow/Litter
10/24/2012 Mow/Litter	02/27/2013 Mow/Litter	06/26/2013 Mow/Litter
10/31/2012 Mow/Litter		

updated 11/9/11

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 North	4	17176	21,097	1	
DSG2 North	58	21332	19,440	1	Grass
DSG2 North	71	21333	54,500	1	
DSG2 North	82	20272	51,216	1	Grass
DSG2 North	79	19080	20,291	1	
DSG2 North	10	20030	11,200	1	
DSG2 North	36	19551	36,364	1	
DSG2 North	72	22093	8,873	1	
DSG2 North	16	18512/21322	59,940	1	Grass
DSG2 North	86	31257	26,686	1	
DSG2 North	80	19032	9,132	1	
DSG2 North	1	11848	9,066	1	
DSG2 North	78	10191/18468	10,871	1	
DSG2 North	18	18930	38,849	1	Grass
DSG2 North	40	19682	8,805	1	Grass
DSG2 North	62	21737	3,920	1	Grass
DSG2 North	11	20072	23,550	2	
DSG2 North	23	19208	17,680	2	
DSG2 North	32	19799	17,652	2	
DSG2 North	69	28882	20,983	2	
DSG2 North	91	18784/20906	30,432	2	
DSG2 North	3	16768	16,281	2	
DSG2 North	14	17033	9,990	2	
DSG2 North	30	19500	3,636	2	
DSG2 North	73	22371	17,844	2	
DSG2 North	51	20525	16,500	2	
DSG2 North	67	23046	16,000	2	
DSG2 North	17	24721	6,882	2	
DSG2 North	83	31591	16,445	2	
DSG2 North	64	22276	11,690	2	Grass
DSG2 North	65	22277	20,485	2	
DSG2 North	90	17334	37,680	2	

DSG 2 North

Jul-12	Nov-12	Mar-13
	11/05/2012 Area 1/Mow/Litter	03/04/2013 Area 1/Mow/Litter
07/02/2012 Mow/Litter	11/12/2012 Mow/Litter	03/11/2013 Mow/Litter
07/09/2012 Area 1/Mow/Litter	11/19/2012 Area 2/Mow/Litter	03/18/2013 Area 2/Mow/Litter
07/16/2012 Mow/Litter	11/26/2012 Mow/Litter	03/25/2013 Mow/Litter
07/23/2012 Area 2/Mow/Litter		
07/30/2012 Mow/Litter		
Aug-12	**Dec-12**	**Apr-13**
08/06/2012 Area 1/Mow/Litter	12/03/2012 Area 1/Mow/Litter	04/01/2013 Area 1/Mow/Litter
08/13/2012 Mow/Litter	12/10/2012 Mow/Litter	04/08/2013 Mow/Litter
08/20/2012 Area 2/Mow/Litter	12/17/2012 Area 2/Mow/Litter	04/15/2013 Area 2/Mow/Litter
08/27/2012 Mow/Litter	12/24/2012 Mow/Litter	04/22/2013 Mow/Litter
	12/31/2012 Mow/Litter	04/29/2013 Mow/Litter
Sep-12	**Jan-13**	**May-13**
09/03/2012 Area 1/Mow/Litter	01/07/2013 Area 1/Mow/Litter	05/06/2013 Area 1/Mow/Litter
09/10/2012 Mow/Litter	01/14/2013 Mow/Litter	05/13/2013 Mow/Litter
09/17/2012 Area 2/Mow/Litter	01/21/2013 Area 2/Mow/Litter	05/20/2013 Area 2/Mow/Litter
09/24/2012 Mow/Litter	01/28/2013 Mow/Litter	05/27/2013 Mow/Litter
Oct-12	**Feb-13**	**Jun-13**
10/01/2012 Area 1/Mow/Litter	02/04/2013 Area 1/Mow/Litter	06/03/2013 Area 1/Mow/Litter
10/08/2012 Mow/Litter	02/11/2013 Mow/Litter	06/10/2013 Mow/Litter
10/15/2012 Area 2/Mow/Litter	02/18/2013 Area 2/Mow/Litter	06/17/2013 Area 2/Mow/Litter
10/22/2012 Mow/Litter	02/25/2013 Mow/Litter	06/24/2013 Mow/Litter
10/29/2012 Mow/Litter		

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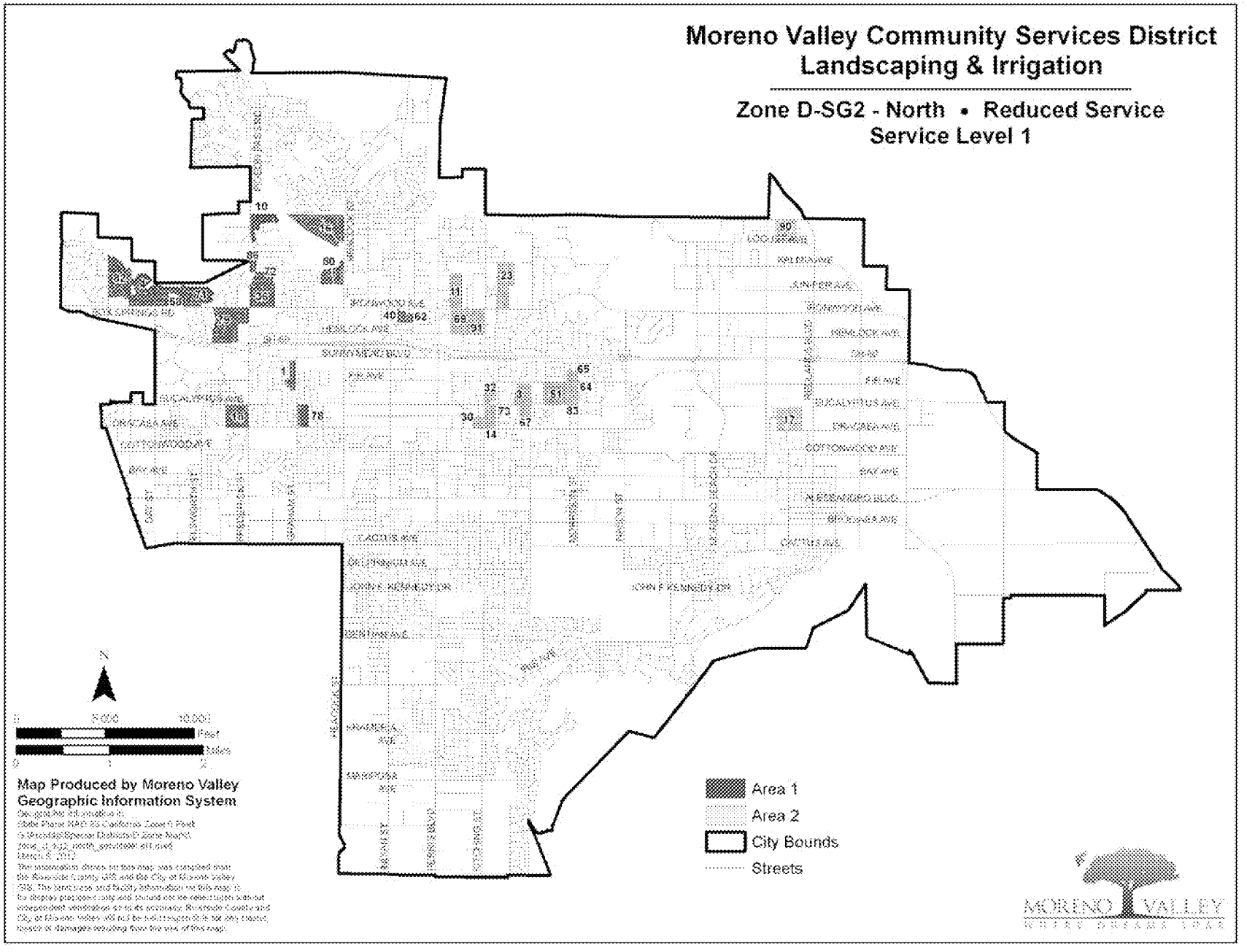
Moreno Valley Community Services District
Landscaping & Irrigation
Zone D-SG2 - North • Reduced Service
Service Level 1
Map Produced by Moreno Valley
Geographic Information System
Area 1
Area 2
City Bounds
Streets
MORENO VALLEY

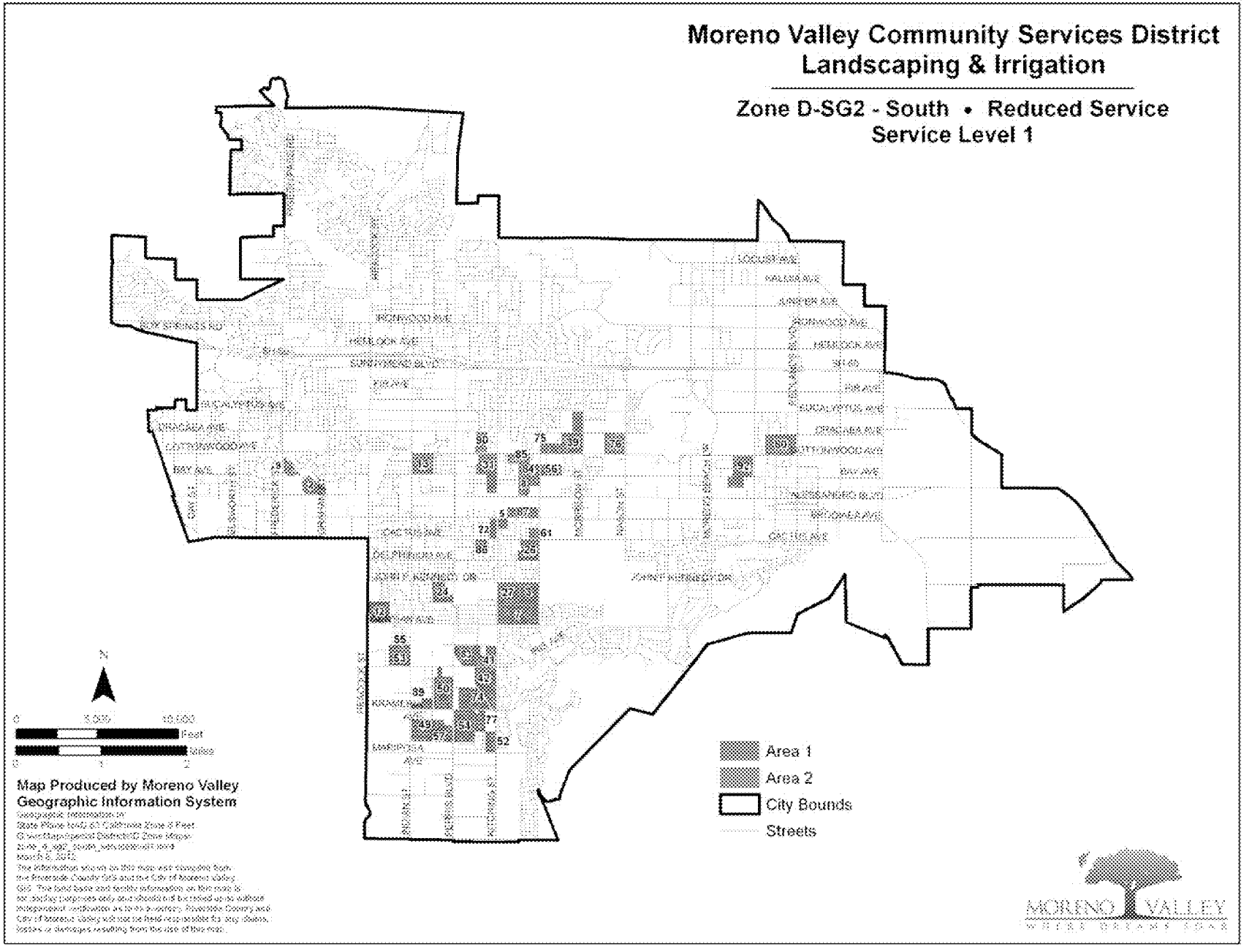
Moreno Valley Community Services District
Landscaping & Irrigation
Zone D-SG2 - South • Reduced Service
Service Level 1
Area 1
Area 2
City Bounds
Streets
Map Produced by Moreno Valley
Geographic Information System
MORENO VALLEY

B. ZONE D – 8 WEEK ROTATION Sample based on Service Schedule Level 2 Frequency

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 South	2	15387	9,049	1	
DSG2 South	9	19957	6,810	1	
DSG2 South	13	20032	14,076	1	
DSG2 South	31	19509	18,328	1	
DSG2 South	85	16770	5,830	1	
DSG2 South	90	32018	11,306	1	
DSG2 South	39	19852	28,800	1	
DSG2 South	75	27526	16,373	1	
DSG2 South	76	30027	45,833	1	
DSG2 South	8	19518/18372	12,634	2	Grass
DSG2 South	84	13585	6,600	2	
DSG2 South	56	20941	9,600	2	Grass
DSG2 South	80	31269-1	43,723	2	
DSG2 South	92	31284	28,321	2	
DSG2 South	5	17387	4,384	2	
DSG2 South	22	19143	4,864	2	
DSG2 South	61	21616	23,528	2	
DSG2 South	87	17867	13,778	2	
DSG2 South	3	12773	13,806	3	
DSG2 South	7	19685	62,530	3	
DSG2 South	24	19210	9,270	3	
DSG2 South	26	19363	13,320	3	
DSG2 South	27	19434	13,242	3	
DSG2 South	86	17457	3,444	3	
DSG2 South	41	19912	11,750	3	Grass
DSG2 South	12	20552	19,458	3	Grass
DSG2 South	50	20404	36,138	3	
DSG2 South	53	20718	23,004	3	
DSG2 South	55	20869	2,100	4	
DSG2 South	83	15433	24,161	4	
DSG2 South	89	22889	16,438	4	
DSG2 South	42	19937	20,890	4	
DSG2 South	49	20301	7,200	4	Grass
DSG2 South	52	20660	11,912	4	Grass
DSG2 South	54	20859	33,630	4	Grass
DSG2 South	57	21113	12,200	4	
DSG2 South	74	20715	51,250	4	Grass
DSG2 South	77	29038	6,243	4	

DSG 2 South

Jul-12	Nov-12	Mar-13
07/04/2012 Mow/Litter	11/07/2012 Mow/Litter	03/06/2013 Open
07/11/2012 Area 1	11/14/2012 Area 1	03/13/2013 Mow/Litter
07/18/2012 Mow/Litter	11/21/2012 Mow/Litter	03/20/2013 Area 1
07/25/2012 Area 2	11/28/2012 Area 2	03/27/2013 Mow
Aug-12	**Dec-12**	**Apr-12**
08/01/2012 Mow/Litter	12/05/2012 Mow/Litter	04/03/2013 Area 2
08/08/2012 Area 3	12/12/2012 Area 3	04/10/2013 Mow/Litter
08/15/2012 Mow/Litter	12/19/2012 Mow/Litter	04/17/2013 Area 3
08/22/2012 Area 4	12/26/2012 Area 4	04/24/2013 Mow/Litter
08/29/2012 Mow/Litter		
Sep-12	**Jan-13**	**May-13**
09/05/2012 Area 1	01/02/2013 Mow/Litter	05/01/2013 Area 4
09/12/2012 Mow/Litter	01/09/2013 Area 1	05/08/2013 Mow/Litter
09/19/2012 Area 2	01/16/2013 Mow/Litter	05/15/2013 Area 1
09/26/2012 Mow/Litter	01/23/2013 Area 2	05/22/2013 Mow/Litter
	01/30/2013 Mow	05/29/2013 Area 2
Oct-12	**Feb-13**	**Jun-13**
10/03/2012 Area 3	02/06/2013 Area 3	06/05/2013 Mow/Litter
10/10/2012 Mow/Litter	02/13/2013 Mow/Litter	06/12/2013 Area 3
10/17/2012 Area 4	02/20/2013 Area 4	06/19/2013 Mow/Litter
10/24/2012 Mow/Litter	02/27/2013 Mow/Litter	06/26/2013 Area 4
10/31/2012 Open		

updated 11/9/11

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 North	4	17176	21,097	1	
DSG2 North	58	21332	19,440	1	Grass
DSG2 North	71	21333	54,500	1	
DSG2 North	82	20272	51,216	1	Grass
DSG2 North	79	19080	20,291	1	
DSG2 North	10	20030	11,200	1	
DSG2 North	36	19551	36,364	1	
DSG2 North	72	22093	8,873	1	
DSG2 North	16	18512/21322	59,940	2	Grass
DSG2 North	86	31257	26,686	2	
DSG2 North	80	19032	9,132	2	
DSG2 North	1	11848	9,066	2	
DSG2 North	78	10191/18468	10,871	2	
DSG2 North	18	18930	38,849	2	Grass
DSG2 North	40	19682	8,805	2	Grass
DSG2 North	62	21737	3,920	2	Grass
DSG2 North	11	20072	23,550	3	
DSG2 North	23	19208	17,680	3	
DSG2 North	32	19799	17,652	3	
DSG2 North	69	28882	20,983	3	
DSG2 North	91	18784/20906	30,432	3	
DSG2 North	3	16768	16,281	3	
DSG2 North	14	17033	9,990	3	
DSG2 North	30	19500	3,636	3	
DSG2 North	73	22371	17,844	4	
DSG2 North	51	20525	16,500	4	
DSG2 North	67	23046	16,000	4	
DSG2 North	17	24721	6,882	4	
DSG2 North	83	31591	16,445	4	
DSG2 North	64	22276	11,690	4	Grass
DSG2 North	65	22277	20,485	4	
DSG2 North	90	17334	37,680	4	

DSG 2 North

Jul-12	Nov-12	Mar-13
	11/05/2012 Mow/Litter	03/04/2013 Open
07/02/2012 Mow/Litter	11/12/2012 Area 1	03/11/2013 Mow/Litter
07/09/2012 Area 1	11/19/2012 Mow/Litter	03/18/2013 Area 1
07/16/2012 Mow/Litter	11/26/2012 Area 2	03/25/2013 Mow/Litter
07/23/2012 Area 2		
07/30/2012 Mow/Litter		
Aug-12	**Dec-12**	**Apr-13**
08/06/2012 Area 3	12/03/2012 Mow/Litter	04/01/2013 Area 2
08/13/2012 Mow/Litter	12/10/2012 Area 3	04/08/2013 Mow/Litter
08/20/2012 Area 4	12/17/2012 Mow/Litter	04/15/2013 Area 3
08/27/2012 Mow/Litter	12/24/2012 Area 4	04/22/2013 Mow/Litter
	12/31/2012 Mow/Litter	04/29/2013 Area 4
Sep-12	**Jan-13**	**May-13**
09/03/2012 Area 1	01/07/2013 Area 1	05/06/2013 Mow/Litter
09/10/2012 Mow/Litter	01/14/2013 Mow/Litter	05/13/2013 Area 1
09/17/2012 Area 2	01/21/2013 Area 2	05/20/2013 Mow/Litter
09/24/2012 Mow/Litter	01/28/2013 Mow/Litter	05/27/2013 Area 2
Oct-12	**Feb-13**	**Jun-13**
10/01/2012 Area 3	02/04/2013 Area 3	06/03/2013 Mow/Litter
10/08/2012 Mow/Litter	02/11/2013 Mow/Litter	06/10/2013 Area 3
10/15/2012 Area 4	02/18/2013 Area 4	06/17/2013 Mow/Litter
10/22/2012 Mow/Litter	02/25/2013 Mow/Litter	06/24/2013 Area 4
10/29/2012 Open		

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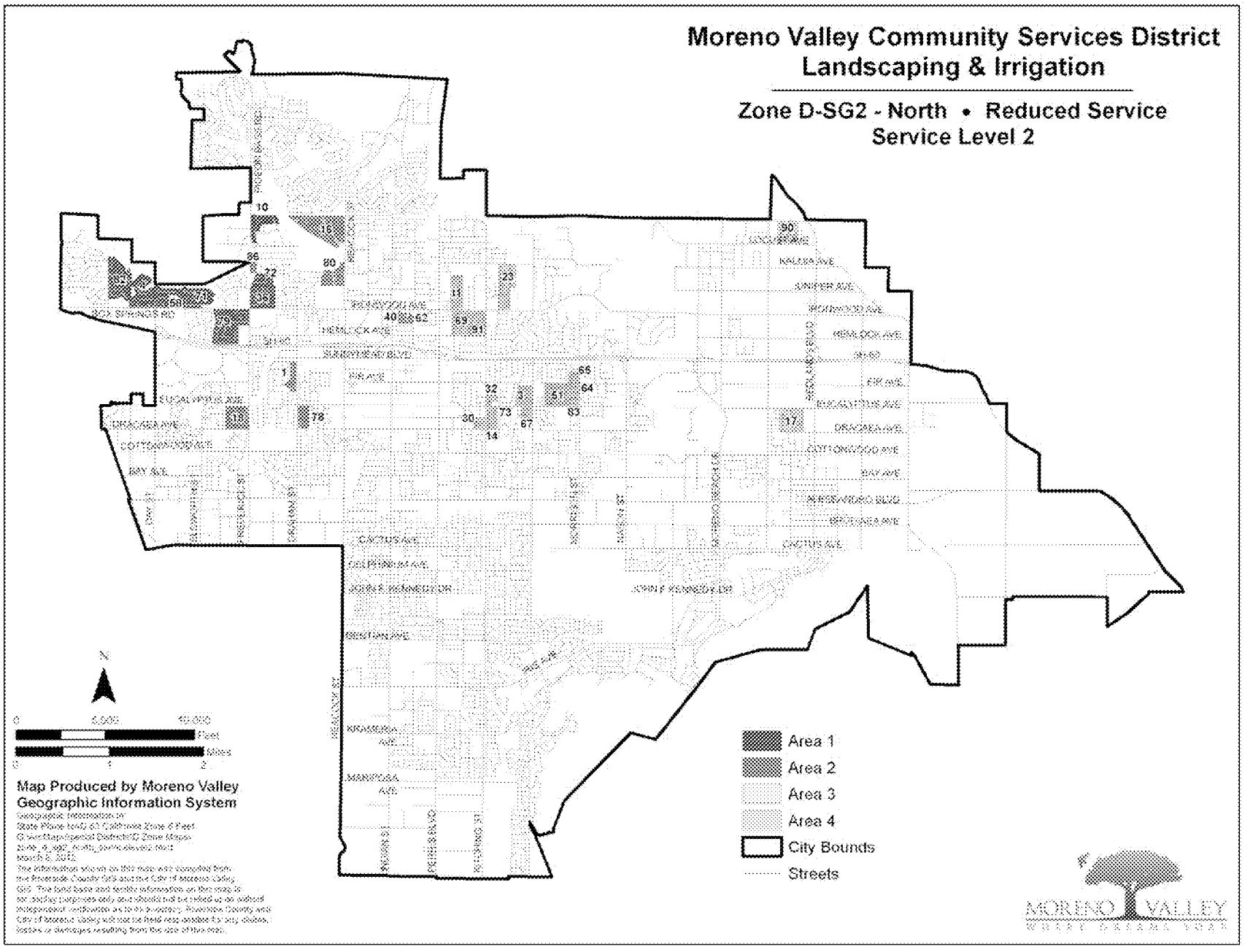
Moreno Valley Community Services District
Landscaping & Irrigation
Zone D-SG2 - North • Reduced Service
Service Level 2
Area 1
Area 2
Area 3
Area 4
City Bounds
Streets
Map Produced by Moreno Valley
Geographic Information System
MORENO VALLEY

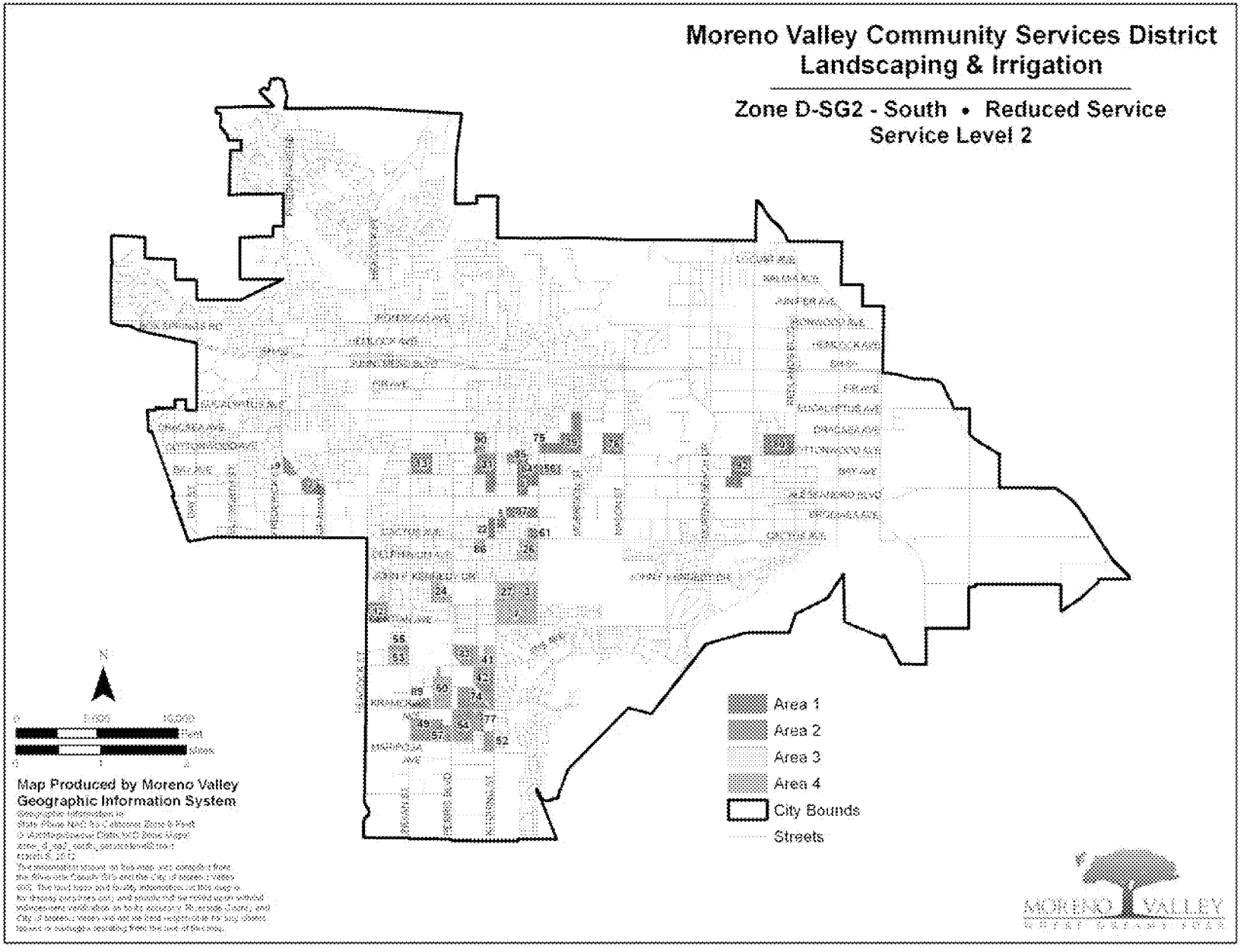
Moreno Valley Community Services District
Landscaping & Irrigation
Zone D-SG2 - South • Reduced Service
Service Level 2
Area 1
Area 2
Area 3
Area 4
City Bounds
Streets
Map Produced by Moreno Valley
Geographic Information System
MORENO VALLEY

C. ZONE D – 12 WEEK ROTATION Sample based on Service Schedule Level 3 Frequency

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 South	2	15387	9,049	1	
DSG2 South	9	19957	6,810	1	
DSG2 South	13	20032	14,076	1	
DSG2 South	31	19509	18,328	1	
DSG2 South	85	16770	5,830	1	
DSG2 South	90	32018	11,306	1	
DSG2 South	39	19852	28,800	2	
DSG2 South	75	27526	16,373	2	
DSG2 South	76	30027	45,833	2	
DSG2 South	8	19518/18372	12,634	2	Grass
DSG2 South	84	13585	6,600	2	
DSG2 South	56	20941	9,600	2	Grass
DSG2 South	80	31269-1	43,723	3	
DSG2 South	92	31284	28,321	3	
DSG2 South	5	17387	4,384	3	
DSG2 South	22	19143	4,864	3	
DSG2 South	61	21616	23,528	3	
DSG2 South	87	17867	13,778	3	
DSG2 South	3	12773	13,806	4	
DSG2 South	7	19685	62,530	4	
DSG2 South	24	19210	9,270	4	
DSG2 South	26	19363	13,320	4	
DSG2 South	27	19434	13,242	4	
DSG2 South	86	17457	3,444	4	
DSG2 South	41	19912	11,750	5	Grass
DSG2 South	12	20552	19,458	5	Grass
DSG2 South	50	20404	36,138	5	
DSG2 South	53	20718	23,004	5	
DSG2 South	55	20869	2,100	5	
DSG2 South	83	15433	24,161	5	
DSG2 South	89	22889	16,438	5	
DSG2 South	42	19937	20,890	6	
DSG2 South	49	20301	7,200	6	Grass
DSG2 South	52	20660	11,912	6	Grass
DSG2 South	54	20859	33,630	6	Grass
DSG2 South	57	21113	12,200	6	
DSG2 South	74	20715	51,250	6	Grass
DSG2 South	77	29038	6,243	6	

updated 11/9/11

DSG 2 South

Jul-12	Nov-12	Mar-13
07/04/2012 Mow/Litter	11/07/2012 Mow	03/06/2013 Area 5
07/11/2012 Area 1	11/14/2012 Area 4	03/13/2013 Mow/Litter
07/18/2012 Mow	11/21/2012 Mow/Litter	03/20/2013 Area 6
07/25/2012 Area 2	11/28/2012 Area 5	03/27/2013 Mow
Aug-12	**Dec-12**	**Apr-12**
08/01/2012 Mow/Litter	12/05/2012 Mow	04/03/2013 Open
08/08/2012 Area 2	12/12/2012 Area 6	04/10/2013 Mow/Litter
08/15/2012 Mow	12/19/2012 Mow/Litter	04/17/2013 Area 1
08/22/2012 Area 4	12/26/2012 Open	04/24/2013 Mow
08/29/2012 Mow/Litter		
Sep-12	**Jan-13**	**May-13**
09/05/2012 Area 6	01/02/2013 Mow	05/01/2013 Area 2
09/12/2012 Mow	01/09/2013 Area 1	05/08/2013 Mow/Litter
09/19/2012 Area 6	01/16/2013 Mow/Litter	05/15/2013 Area 3
09/26/2012 Mow/Litter	01/23/2013 Area 2	05/22/2013 Mow
	01/30/2013 Mow	05/29/2013 Area 4
Oct-12	**Feb-13**	**Jun-13**
10/03/2012 Area 1	02/06/2013 Area 3	06/05/2013 Mow/Litter
10/10/2012 Mow	02/13/2013 Mow/Litter	06/12/2013 Area 5
10/17/2012 Area 2	02/20/2013 Area 4	06/19/2013 Mow
10/24/2012 Mow/Litter	02/27/2013 Mow	06/26/2013 Area 6
10/31/2012 Area 3		

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 North	4	17176	21,097	1	
DSG2 North	58	21332	19,440	1	Grass
DSG2 North	71	21333	54,500	1	
DSG2 North	82	20272	51,216	1	Grass
DSG2 North	79	19080	20,291	1	
DSG2 North	10	20030	11,200	2	
DSG2 North	36	19551	36,364	2	
DSG2 North	72	22093	8,873	2	
DSG2 North	16	18512/21322	59,940	2	Grass
DSG2 North	86	31257	26,686	2	
DSG2 North	80	19032	9,132	2	
DSG2 North	1	11848	9,066	3	
DSG2 North	78	10191/18468	10,871	3	
DSG2 North	18	18930	38,849	3	Grass
DSG2 North	40	19682	8,805	3	Grass
DSG2 North	62	21737	3,920	3	Grass
DSG2 North	11	20072	23,550	4	
DSG2 North	23	19208	17,680	4	
DSG2 North	32	19799	17,652	4	
DSG2 North	69	28882	20,983	4	
DSG2 North	91	18784/20906	30,432	4	
DSG2 North	3	16768	16,281	5	
DSG2 North	14	17033	9,990	5	
DSG2 North	30	19500	3,636	5	
DSG2 North	73	22371	17,844	5	
DSG2 North	51	20525	16,500	5	
DSG2 North	67	23046	16,000	5	
DSG2 North	17	24721	6,882	6	
DSG2 North	83	31591	16,445	6	
DSG2 North	64	22276	11,690	6	Grass
DSG2 North	65	22277	20,485	6	
DSG2 North	90	17334	37,680	6	

updated 11/9/11

DSG 2 North

Jul-12	Nov-12	Mar-13
	11/05/2012 Mow	03/04/2013 Area 5
07/02/2012 Mow/Litter	11/12/2012 Area 4	03/11/2013 Mow/Litter
07/09/2012 Area 1	11/19/2012 Mow/Litter	03/18/2013 Area 6
07/16/2012 Mow	11/26/2012 Area 5	03/25/2013 Mow
07/23/2012 Area 2		
07/30/2012 Mow/Litter		
Aug-12	**Dec-12**	**Apr-13**
08/06/2012 Area 3	12/03/2012 Mow	04/01/2013 Open
08/13/2012 Mow	12/10/2012 Area 6	04/08/2013 Mow/Litter
08/20/2012 Area 4	12/17/2012 Mow/Litter	04/15/2013 Area 1
08/27/2012 Mow/Litter	12/24/2012 Open	04/22/2013 Mow
	12/31/2012 Mow	04/29/2013 Area 2
Sep-12	**Jan-13**	**May-13**
09/03/2012 Area 5	01/07/2013 Area 1	05/06/2013 Mow/Litter
09/10/2012 Mow	01/14/2013 Mow/Litter	05/13/2013 Area 3
09/17/2012 Area 6	01/21/2013 Area 2	05/20/2013 Mow
09/24/2012 Mow/Litter	01/28/2013 Mow	05/27/2013 Area 4
Oct-12	**Feb-13**	**Jun-13**
10/01/2012 Area 1	02/04/2013 Area 3	06/03/2013 Mow/Litter
10/08/2012 Mow	02/11/2013 Mow/Litter	06/10/2013 Area 5
10/15/2012 Area 2	02/18/2013 Area 4	06/17/2013 Mow
10/22/2012 Mow/Litter	02/25/2013 Mow	06/24/2013 Area 6
10/29/2012 Area 3		

MV00199956

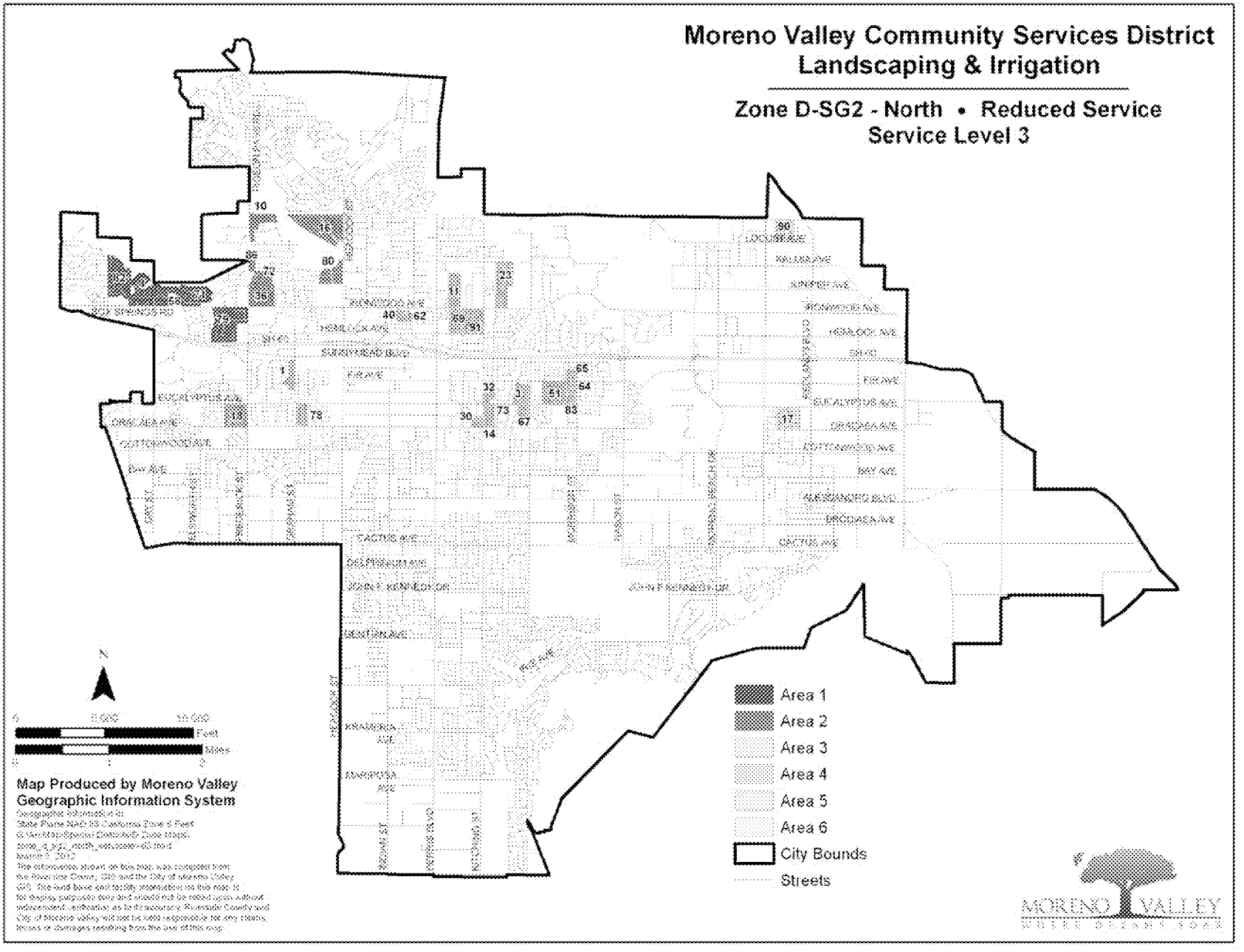
Moreno Valley Community Services District
Landscaping & Irrigation
Zone D-SG2 - North • Reduced Service
Service Level 3
Area 1
Area 2
Area 3
Area 4
Area 5
Area 6
City Bounds
Streets
Map Produced by Moreno Valley
Geographic Information System
MORENO VALLEY

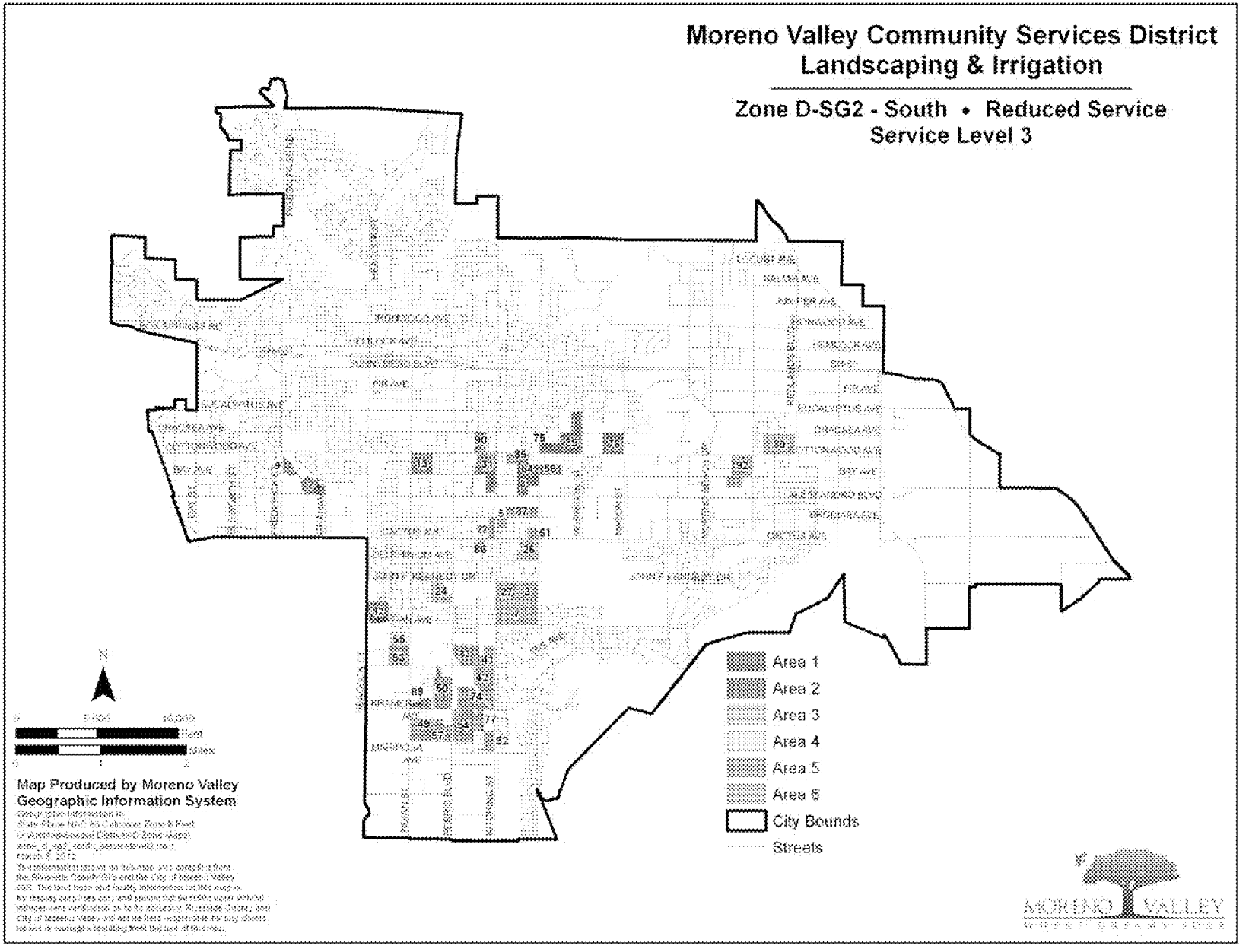
Moreno Valley Community Services District
Landscaping & Irrigation
Zone D-SG2 - South • Reduced Service
Service Level 3
Area 1
Area 2
Area 3
Area 4
Area 5
Area 6
City Bounds
Streets
Map Produced by Moreno Valley
Geographic Information System
MORENO VALLEY

VII: ZONE D – SERVICE SCHEDULE WORKSHEET

A. ZONE D – 12 WEEK ROTATION

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 South	2	15387	9,049		
DSG2 South	9	19957	6,810		
DSG2 South	13	20032	14,076		
DSG2 South	31	19509	18,328		
DSG2 South	85	16770	5,830		
DSG2 South	90	32018	11,306		
DSG2 South	39	19852	28,800		
DSG2 South	75	27526	16,373		
DSG2 South	76	30027	45,833		
DSG2 South	8	19518/18372	12,634		Grass
DSG2 South	84	13585	6,600		
DSG2 South	56	20941	9,600		Grass
DSG2 South	80	31269-1	43,723		
DSG2 South	82	31284	28,321		
DSG2 South	5	17387	4,364		
DSG2 South	22	19143	4,864		
DSG2 South	61	21616	23,528		
DSG2 South	87	17867	13,778		
DSG2 South	3	12773	13,806		
DSG2 South	7	19695	62,530		
DSG2 South	24	19210	9,270		
DSG2 South	26	19363	13,320		
DSG2 South	27	19434	13,242		
DSG2 South	86	17457	3,444		
DSG2 South	41	19912	11,750		Grass
DSG2 South	12	20552	19,458		Grass
DSG2 South	50	20404	36,138		
DSG2 South	53	20718	23,004		
DSG2 South	55	20869	2,100		
DSG2 South	83	18433	24,161		
DSG2 South	89	22885	16,438		
DSG2 South	42	19937	20,890		
DSG2 South	49	20301	7,200		Grass
DSG2 South	52	20860	11,912		Grass
DSG2 South	54	20859	33,630		Grass
DSG2 South	57	21113	12,200		
DSG2 South	74	20715	51,250		Grass
DSG2 South	77	29038	6,243		

updated 11/9/11

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 North	4	17176	21,097		
DSG2 North	58	21332	19,440		Grass
DSG2 North	71	21333	54,500		
DSG2 North	82	20272	51,216		Grass
DSG2 North	79	19080	20,291		
DSG2 North	10	20030	11,200		
DSG2 North	36	19551	36,364		
DSG2 North	72	22093	8,873		
DSG2 North	16	18512/21322	58,940		Grass
DSG2 North	86	31257	26,686		
DSG2 North	80	19032	8,132		
DSG2 North	1	11849	9,066		
DSG2 North	78	10191/18468	10,671		
DSG2 North	18	18930	38,849		Grass
DSG2 North	40	19682	8,805		Grass
DSG2 North	62	21737	3,920		Grass
DSG2 North	11	20072	23,550		
DSG2 North	23	19208	17,660		
DSG2 North	32	19799	17,652		
DSG2 North	69	26882	20,983		
DSG2 North	91	18784/20906	30,432		
DSG2 North	3	16768	16,281		
DSG2 North	14	17033	9,990		
DSG2 North	30	19500	3,636		
DSG2 North	73	22371	17,844		
DSG2 North	51	20525	16,500		
DSG2 North	67	23046	16,000		
DSG2 North	17	24721	6,882		
DSG2 North	83	31591	16,445		
DSG2 North	64	22276	11,690		Grass
DSG2 North	65	22277	20,485		
DSG2 North	90	17334	37,680		

DSG 2 South

Jul-12	Nov-12	Mar-13
07/04/2012	11/07/2012	03/06/2013
07/11/2012	11/14/2012	03/13/2013
07/18/2012	11/21/2012	03/20/2013
07/25/2012	11/28/2012	03/27/2013
Aug-12	**Dec-12**	**Apr-12**
08/01/2012	12/05/2012	04/03/2013
08/08/2012	12/12/2012	04/10/2013
08/15/2012	12/19/2012	04/17/2013
08/22/2012	12/26/2012	04/24/2013
08/29/2012		
Sep-12	**Jan-13**	**May-13**
09/05/2012	01/02/2013	05/01/2013
09/12/2012	01/09/2013	05/08/2013
09/19/2012	01/16/2013	05/15/2013
09/26/2012	01/23/2013	05/22/2013
	01/30/2013	05/29/2013
Oct-12	**Feb-13**	**Jun-13**
10/03/2012	02/06/2013	06/05/2013
10/10/2012	02/13/2013	06/12/2013
10/17/2012	02/20/2013	06/19/2013
10/24/2012	02/27/2013	06/26/2013
10/31/2012		

DSG 2 North

Jul-12	Nov-12	Mar-13
	11/05/2012	03/04/2013
07/02/2012	11/12/2012	03/11/2013
07/09/2012	11/19/2012	03/18/2013
07/16/2012	11/26/2012	03/25/2013
07/23/2012		
07/30/2012		
Aug-12	**Dec-12**	**Apr-13**
08/06/2012	12/03/2012	04/01/2013
08/13/2012	12/10/2012	04/08/2013
08/20/2012	12/17/2012	04/15/2013
08/27/2012	12/24/2012	04/22/2013
	12/31/2012	04/29/2013
Sep-12	**Jan-13**	**May-13**
09/03/2012	01/07/2013	05/06/2013
09/10/2012	01/14/2013	05/13/2013
09/17/2012	01/21/2013	05/20/2013
09/24/2012	01/28/2013	05/27/2013
Oct-12	**Feb-13**	**Jun-13**
10/01/2012	02/04/2013	06/03/2013
10/08/2012	02/11/2013	06/10/2013
10/15/2012	02/18/2013	06/17/2013
10/22/2012	02/25/2013	06/24/2013
10/29/2012		

MV00199959

VIII. PROPOSED ANNUAL MATERIAL SCHEDULE

A. Fertilizers:

List the fertilizers to be furnished to ex ecute work tasks specif ied in Exhibit A. Specify the type (analysis/brand name), es timated amount of each type to be supplied annually, and estima ted annual cost for each type (include applic able sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Scotts 22-0-6	500 lbs	$41.00
Best 22-5-5	100 lbs	$48.00
Best 23-5-10	8,000 lbs	$5,440.00

B. Pesticides:

List pesticides to be furnished to execut e work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent her bicide, rodent/snail bait, insecticide, etc.), the brand name, es timated amount of each ty pe/brand to be supplied annually, and the estimated annual cost for each type/brand (include applic able sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Glyphosate	8 gallons	$466.48
Fumatoxin	6 flasks	$349.86
Metaldehyde 7.5%	100 lbs	$276.97

IX. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

A. Communications:

The General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Scope of Services specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

All communications will be routed through our main office and dispatch center in Irwindale. A 24-hour "800" number will be provided to the City of Moreno Valley and will use all of the current communication methods such as two-way radios, and cellular phones.
The Supervisor responsible for the crew and foreman performing the work is in daily communication with the foreman personally or by cellular phone, or radio communications to insure that the schedule of work operations is followed in strict accordance to the guidelines of the contact. Furthermore, the Supervisor routinely inspects the job site by walking it with his foreman or crew, identifying areas of concern and keeping the Branch Manager in charge of landscape maintenance operations informed as to the condition of the sites in question. All work not in compliance in the opinion of the Supervisor will be addressed immediately through specific instructions to the foreman and crew to perform the corrective work.
Our office is open for communications from 5:30am to 4:30pm, Monday-Friday and we are available 24 hours a day through the answering service to address emergency call outs. We have a full support staff of mechanics that can respond to emergencies immediately and a depth of replacement equipment that will allow us to stay consistent with our schedules.

B. Traffic Safety:

The General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

We pride ourselves in safety. Our company's goal is to have no work-related injuries. Mariposa strongly believes that a clean, safe and healthy environment should be provided for all employees. Every reasonable precaution is taken to provide all employees with a safe place to work including on job locations.

Mariposa periodically conduct training for various safety topics and issues, from defensive driving to driving in wet/icy weather.

Our company follow the WATCH manual when it comes to conducting traffic control on projects in traffic areas. Mariposa also conducts periodic training on the WATCH manual.

Mariposa owns and utilize arrowboards, delinators, cones, signs and any other necessary traffic control equipment (as necessary).

C. Greenwaste Recycling:

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the soli d waste, including greenwa ste, generated within its jurisdiction. Please describe your com pany's program to in sure that the Cit y receives credit for the greenwast e that will be generat ed from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number (s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwas te products (mulch, compost, soil amendments, etc.) on the project, pleas e give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

Mariposa Landscapes, Inc. uses effort to initiate "green" environment and energy conservation. Our company has a recycling program for green waste and paper products. We implement this program at our local offices and at all the job sites.

Mariposa will provide City of Moreno Valley any documentation necessarry to meet the mandate such as receipts and any other documentation.

For this project site, one potential location to take the greenwaste is:

Robert A. Nelson Transfer Station
1830 Agua Mansa Road
Riverside, CA 92509
(951) 786-0655

X. LIST OF SUBCONTRACTORS

A. SUBCONTRACTORS:

In compliance with t he provisions of Government Code, Sec tion 4102, the undersigned Proposer sets forth the name and location (address) of the place of business of each subcontractor w ho will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work whic h will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
NONE		

XI. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, natio nal origin, ancestry, physical handicaps, mental condition, marital status or sex of such pers ons, except as provided in Section 129 40, of the California Labor Code and every Contractor of Public Wor ks violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE _____

PRINTED NAME Terry Noriega

TITLE President

COMPANY NAME Mariposa Landscapes, Inc.

DATE 3/28/12

XII. PROPOSAL AFFIRMATION

With regard to the information provided her einabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statem ent willfully or fraudulently made in connection with this proposal m ay result in the termination of any Contract between the Moreno Valley Communi ty Services District and Mariposa Landscapes, Inc., and further , the af oresaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind Mariposa Landscapes, Inc. to the terms of this affirmation (See "INSTR UCTION TO PROPOSER", Se ction D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT (PRINTED), SIGNED AND DATED

SIGNATURE _____

NAME Terry Noriega

TITLE President

COMPANY NAME Mariposa Landscapes, Inc.

DATE 3/28/12

I. SCHEDULE II

BID SCHEDULE

PROPOSER: Mariposa Landscapes, Inc.
(Company Name)

A. SERVICE SCHEDULES – Zone D Tracts Level 3 – Current Service

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 17176	Planter: 21,097 sq. ft.	$ 187.00	$ 2,244.00
Tract 21332	Planter: 19,440 sq. ft	$ 172.00	$ 2,064.00
Tract 21333	Planter: 54,500 sq. ft	$ 481.00	$ 5,772.00
Tract 20272	Planter: 51,216 sq. ft	$ 452.00	$ 5,424.00
Tract 10980/13576/19081	Planter: 20,291 sq. ft	$ 179.00	$ 2,148.00
Tract 20030	Planter: 11,200 sq. ft.	$ 99.00	$ 1,188.00
Tract 19551	Planter: 36,364 sq. ft	$ 321.00	$ 3,852.00
Tract 22093	Planter: 8,873 sq. ft	$ 78.00	$ 936.00
Tract 18512/21322	Planter: 59,940 sq. ft.	$ 529.00	$ 6,348.00
Tract 31257	Planter: 26,686 sq. ft	$ 501.00	$ 6,012.00
Tract 19032	Planter: 9,132 sq. ft	$ 81.00	$ 972.00
Tract 11848	Planter: 9,066 sq. ft.	$ 80.00	$ 960.00
Tract 10191/18468	Planter: 10,871 sq. ft	$ 96.00	$ 1,152.00
Tract 18930	Planter: 38,849 sq. ft.	$ 343.00	$ 4,116.00
Tract 19862	Planter: 8,805 sq. ft	$ 78.00	$ 936.00
Tract 21737	Planter: 1,280 sq. ft	$ 15.00	$ 180.00
	Turf: 2,640 sq. ft	$ 119.00	$ 1,428.00
Tract 20072	Planter: 23,550 sq. ft.	$ 208.00	$ 2,496.00
Tract 19208	Planter: 17,680 sq. ft	$ 156.00	$ 1,872.00
Tract 19799	Planter: 17,652 sq. ft	$ 155.00	$ 1,860.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 28882	Planter: 20,983 sq. ft	$ 185.00	$ 2,220.00
Tract 18784/20906	Planter: 30,432 sq. ft	$ 269.00	$ 3,228.00
Tract 16768	Planter: 16,281 sq. ft.	$ 144.00	$ 1,728.00
Tract 17033	Planter: 9,990 sq. ft.	$ 88.00	$ 1,056.00
Tract 19500	Planter: 3,636 sq. ft	$ 32.00	$ 384.00
Tract 22371	Planter: 17,844 sq. ft	$ 158.00	$ 1,896.00
Tract 20525	Planter: 16,500 sq. ft	$ 146.00	$ 1,752.00
Tract 23046	Planter: 16,000 sq. ft	$ 141.00	$ 1,692.00
Tract 24721	Planter: 6,882 sq. ft.	$ 61.00	$ 732.00
Tract 31591	Planter: 16,445 sq. ft	$ 145.00	$ 1,740.00
Tract 22276	Planter: 11,690 sq. ft	$ 103.00	$ 1,236.00
Tract 22277	Planter: 20,485 sq. ft	$ 181.00	$ 2,172.00
Tract 17334	Planter: 37,680 sq. ft	$ 333.00	$ 3,996.00
Tract 15387	Planter: 9,049 sq. ft.	$ 80.00	$ 960.00
Tract 19957	Planter: 6,810 sq. ft.	$60.00	$720.00
Tract 20032	Planter: 14,076 sq. ft.	$ 124.00	$ 1,488.00
Tract 19509	Planter: 18,328 sq. ft.	$162.00	$1,944.00
Tract 16770	Planter: 5,830 sq. ft.	$ 51.00	$ 612.00
Tract 32018	Planter: 7,865 sq. ft.	$69.00	$828.00
Tract 19852	Planter: 28,800 sq. ft.	$ 253.00	$ 3,036.00
Tract 27526	Planter: 16,373 sq. ft.	$145.00	$1,740.00
Tract 30027	Planter: 45,833 sq. ft.	$ 405.00	$ 4,860.00
Tract 19518/18372	Planter: 12,634 sq. ft.	$112.00	$1,344.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 13585	Planter: 2,000 sq. ft.	$ 21.00	$ 252.00
	Turf: 4,600 sq. ft.	188.00	2,256.00
Tract 20941	Planter: 7,455 sq. ft.	$ 66.00	$ 792.00
	Turf: 2,145 sq. ft.	$ 94.00	$ 1,128.00
Tract 31269-1	Planter: 43,723 sq. ft.	$386.00	$4,632.00
Tract 31284	Planter: 28,321 sq. ft.	$ 250.00	$ 3,000.00
Tract 17387	Planter: 4,384 sq. ft.	$39.00	$468.00
Tract 19143	Planter: 4,864 sq. ft.	$43.00	$516.00
Tract 21616	Planter: 19,858 sq. ft.	$ 176.00	$ 2,112.00
	Turf: 3,670 sq. ft.	159.00	1,908.00
Tract 17867	Planter: 13,778 sq. ft.	$ 122.00	$ 1,464.00
Tract 12773	Planter: 13,806 sq. ft.	$ 123.00	$ 1,476.00
Tract 19685	Planter: 62,530 sq. ft.	$ 552.00	$ 6,624.00
Tract 19210	Planter: 9,270 sq. ft.	$ 82.00	$ 984.00
Tract 19363	Planter: 13,320 sq. ft.	$ 118.00	$ 1,416.00
Tract 19434	Planter: 13,242 sq. ft.	$116.00	$1,392.00
Tract 17457	Planter: 3,444 sq. ft.	$ 33.00	$ 396.00
Tract 19912	Planter: 11,750 sq. ft.	$104.00	$1,248.00
Tract 20552	Planter: 19,458 sq. ft.	$ 172.00	$ 2,064.00
Tract 20404	Planter: 36,138 sq. ft.	$ 319.00	$ 3,828.00
Tract 20718	Planter: 23,004 sq. ft.	$204.00	$2,448.00
Tract 20869	Planter: 2,100 sq. ft.	$ 25.00	$ 300.00
Tract 15433	Planter: 24,161 sq. ft.	$ 214.00	$ 2,568.00
Tract 22889	Planter: 16,438 sq. ft.	$ 146.00	$ 1,752.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 19937	Planter: 20,890 sq. ft.	$ 185.00	$ 2,220.00
Tract 20301	Planter: 3,800 sq. ft.	$ 38.00	$ 456.00
	Turf: 3,400 sq. ft.	146.00	1,752.00
Tract 20660	Planter: 11,912 sq. ft.	$ 106.00	$ 1,272.00
Tract 20859	Planter: 33,630 sq. ft.	$ 297.00	$ 3,564.00
Tract 21113	Planter: 10,500 sq. ft.	$ 93.00	$ 1,116.00
	Turf: 1,700 sq. ft.	80.00	960.00
Tract 20715	Planter: 51,250 sq. ft.	$ 453.00	$ 5,436.00
Tract 29038	Planter: 6,243 sq. ft.	$ 55.00	$ 660.00
Zone D Tracts Service Schedule Level 3 Total		$ 12,982.00	$ 155,784.00
Cost per sq. ft., per occurrence Level 3 Zone D- Tracts			$ 0.0093

The Total Amount of the Service Proposal shall be the cumulative total of Section A's cost per twelve month column, as listed above, which is based on the current service levels for the areas as identified herein Section A of Schedule II:

Figures: 155,784 and 00 /100's Dollars

Words: One hundred fifty-five thousand seven hundred eighty four and 00 /100's Dollars

All work shall be per formed in accordance with the terms and conditions of this Independe nt Contractor Agreement, which incl udes all General and Technic al Specification Provisions as outlined herein for the Full or Reduced Services. Any modification to the number of occurrences for any service shall be made per written directi on by the District. Service occurrences may be modified with 30 days advance written notice by the District.

The Contractor shall furnish all labor, equipment, and materials nec essary to provide maintenance of median-monument-parkway, irrigation, and lands caping as set forth in Exhibit A of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the I ndependent Contractor Agre ement and its attached exhibits.

Addendum No(s). 1 has/have been received and is/are made a part of this proposal.

President 3/28/12

(AUTHORIZED SIGNATURE AND TITLE) (DATE)

B. OPTIONAL SERVICE LEVELS*

*Optional Service Levels are levels of landscaping service not currently being provided. Details for each Service Schedule Level are listed in Exhibit E, Schedule I, Section V: FREQUENCY OF SERVICE TABLE, page 60. At the discretion of the Community Services District, an optional level of service other than the current service level may be req uested. **PLEASE INCLUDE COSTS TO PROVIDE MAINTENANCE OF PARKWAY & MEDIAN LANDSCAPING & IRRIGATION SERVICES FOR OPTIONAL SERVICE LEVELS IN ADDITION TO THE CURRENT SERVICE LEVEL AS DESCRIBED IN SCHEDULE II, SECTION A, PAGES 77 - 80.**

- **Service Schedule Level 1 – Zone D Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 17176	Planter: 21,097 sq. ft.	$ 226.00	$ 2,712.00
Tract 21332	Planter: 19,440 sq. ft	$ 209.00	$ 2,508.00
Tract 21333	Planter: 54,500 sq. ft	$ 585.00	$ 7,020.00
Tract 20272	Planter: 51,216 sq. ft	$ 549.00	$ 6,588.00
Tract 10980/13576/19081	Planter: 20,291 sq. ft	$ 218.00	$ 2,616.00
Tract 20030	Planter: 11,200 sq. ft.	$ 120.00	$ 1,440.00
Tract 19551	Planter: 36,364 sq. ft	$ 390.00	$ 4,680.00
Tract 22093	Planter: 8,873 sq. ft	$ 96.00	$ 1,152.00
Tract 18512/21322	Planter: 59,940 sq. ft.	$ 643.00	$ 7,716.00
Tract 31257	Planter: 26,686 sq. ft	$ 608.00	$ 7,296.00
Tract 19032	Planter: 9,132 sq. ft	$ 98.00	$ 1,176.00
Tract 11848	Planter: 9,066 sq. ft.	$ 97.00	$ 1,164.00
Tract 10191/18468	Planter: 10,871 sq. ft	$ 117.00	$ 1,404.00
Tract 18930	Planter: 38,849 sq. ft.	$ 417.00	$ 5,004.00
Tract 19862	Planter: 8,805 sq. ft	$ 95.00	$ 1,140.00
Tract 21737	Planter: 1,280 sq. ft	$ 14.00	$ 168.00
	Turf: 2,640 sq. ft	$ 137.00	$ 1,644.00
Tract 20072	Planter: 23,550 sq. ft.	$ 253.00	$ 3,036.00
Tract 19208	Planter: 17,680 sq. ft	$ 190.00	$ 2,280.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 19799	Planter: 17,652 sq. ft	$ 189.00	$ 2,268.00
Tract 28882	Planter: 20,983 sq. ft	$ 255.00	$ 3,060.00
Tract 18784/20906	Planter: 30,432 sq. ft	$ 326.00	$ 3,912.00
Tract 16768	Planter: 16,281 sq. ft.	$ 175.00	$ 2,100.00
Tract 17033	Planter: 9,990 sq. ft.	$ 107.00	$ 1,284.00
Tract 19500	Planter: 3,636 sq. ft	$ 39.00	$ 468.00
Tract 22371	Planter: 17,844 sq. ft	$ 191.00	$ 2,292.00
Tract 20525	Planter: 16,500 sq. ft	$ 177.00	$ 2,124.00
Tract 23046	Planter: 16,000 sq. ft	$ 172.00	$ 2,064.00
Tract 24721	Planter: 6,882 sq. ft.	$ 74.00	$ 888.00
Tract 31591	Planter: 16,445 sq. ft	$ 176.00	$ 2,112.00
Tract 22276	Planter: 11,690 sq. ft	$ 126.00	$ 1,512.00
Tract 22277	Planter: 20,485 sq. ft	$ 220.00	$ 2,640.00
Tract 17334	Planter: 37,680 sq. ft	$ 404.00	$ 4,848.00
Tract 15387	Planter: 9,049 sq. ft.	$ 98.00	$ 1,176.00
Tract 19957	Planter: 6,810 sq. ft.	$74.00	$888.00
Tract 20032	Planter: 14,076 sq. ft.	$ 151.00	$ 1,812.00
Tract 19509	Planter: 18,328 sq. ft.	$197.00	$2,364.00
Tract 16770	Planter: 5,830 sq. ft.	$ 63.00	$ 756.00
Tract 32018	Planter: 7,865 sq. ft.	$85.00	$1,020.00
Tract 19852	Planter: 28,800 sq. ft.	$ 309.00	$ 3,708.00
Tract 27526	Planter: 16,373 sq. ft.	$176.00	$2,112.00
Tract 30027	Planter: 45,833 sq. ft.	$ 492.00	$ 5,904.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 19518/18372	Planter: 12,634 sq. ft.	$136.00	$1,632.00
Tract 13585	Planter: 2,000 sq. ft.	$ 22.00	$ 264.00
	Turf: 4,600 sq. ft.	224.00	2,688.00
Tract 20941	Planter: 7,455 sq. ft.	$ 90.00	$ 1,080.00
	Turf: 2,145 sq. ft.	$ 114.00	$ 1,368.00
Tract 31269-1	Planter: 43,723 sq. ft.	$469.00	$5,628.00
Tract 31284	Planter: 28,321 sq. ft.	$ 304.00	$ 3,648.00
Tract 17387	Planter: 4,384 sq. ft.	$48.00	$576.00
Tract 19143	Planter: 4,864 sq. ft.	$53.00	$636.00
Tract 21616	Planter: 19,858 sq. ft.	$216.00	$ 2,592.00
	Turf: 3,670 sq. ft.	183.00	2,196.00
Tract 17867	Planter: 13,778 sq. ft.	$ 148.00	$ 1,776.00
Tract 12773	Planter: 13,806 sq. ft.	$ 149.00	$ 1,788.00
Tract 19685	Planter: 62,530 sq. ft.	$ 671.00	$ 8,052.00
Tract 19210	Planter: 9,270 sq. ft.	$ 100.00	$ 1,200.00
Tract 19363	Planter: 13,320 sq. ft.	$ 144.00	$ 1,728.00
Tract 19434	Planter: 13,242 sq. ft.	$143.00	$1,716.00
Tract 17457	Planter: 3,444 sq. ft.	$ 37.00	$ 444.00
Tract 19912	Planter: 11,750 sq. ft.	$127.00	$1,524.00
Tract 20552	Planter: 19,458 sq. ft.	$ 209.00	$ 2,508.00
Tract 20404	Planter: 36,138 sq. ft.	$ 388.00	$ 4,656.00
Tract 20718	Planter: 23,004 sq. ft.	$247.00	$2,964.00
Tract 20869	Planter: 2,100 sq. ft.	$ 23.00	$ 276.00
Tract 15433	Planter: 24,161 sq. ft.	$ 260.00	$ 3,120.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 22889	Planter: 16,438 sq. ft.	$ 177.00	$ 2,124.00
Tract 19937	Planter: 20,890 sq. ft.	$ 225.00	$ 2,700.00
Tract 20301	Planter: 3,800 sq. ft.	$ 41.00	$ 492.00
	Turf: 3,400 sq. ft.	171.00	2,052.00
Tract 20660	Planter: 11,912 sq. ft.	$ 128.00	$ 1,536.00
Tract 20859	Planter: 33,630 sq. ft.	$ 361.00	$ 4,332.00
Tract 21113	Planter: 10,500 sq. ft.	$ 113.00	$ 1,356.00
	Turf: 1,700 sq. ft.	93.00	1,116.00
Tract 20715	Planter: 51,250 sq. ft.	$ 550.00	$ 6,600.00
Tract 29038	Planter: 6,243 sq. ft.	$ 67.00	$ 804.00
Zone D Tracts Service Schedule Level 1 Total		$ 15,769.00	$ 189,228.00
Cost per sq. ft., per occurrence Level 1 Zone D- Southern Tracts			$ 0.11

- **Service Schedule Level 2 – Zone D Tracts Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 17176	Planter: 21,097 sq. ft.	$ 199.00	$ 2,388.00
Tract 21332	Planter: 19,440 sq. ft	$ 183.00	$ 2,196.00
Tract 21333	Planter: 54,500 sq. ft	$ 513.00	$ 6,156.00
Tract 20272	Planter: 51,216 sq. ft	$ 483.00	$ 5,796.00
Tract 10980/13576/19081	Planter: 20,291 sq. ft	$ 191.00	$ 2,292.00
Tract 20030	Planter: 11,200 sq. ft.	$ 106.00	$ 1,272.00
Tract 19551	Planter: 36,364 sq. ft	$ 343.00	$ 4,116.00
Tract 22093	Planter: 8,873 sq. ft	$ 84.00	$ 1,008.00
Tract 18512/21322	Planter: 59,940 sq. ft.	$ 565.00	$ 6,780.00
Tract 31257	Planter: 26,686 sq. ft	$ 534.00	$ 6,408.00
Tract 19032	Planter: 9,132 sq. ft	$ 86.00	$ 1,032.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 11848	Planter: 9,066 sq. ft.	$ 84.00	$ 1,008.00
Tract 10191/18468	Planter: 10,871 sq. ft	$ 102.00	$ 1,224.00
Tract 18930	Planter: 38,849 sq. ft.	$ 366.00	$ 4,392.00
Tract 19862	Planter: 8,805 sq. ft	$ 83.00	$ 996.00
Tract 21737	Planter: 1,280 sq. ft	$ 18.00	$ 216.00
	Turf: 2,640 sq. ft	$ 125.00	$ 1,500.00
Tract 20072	Planter: 23,550 sq. ft.	$ 222.00	$ 2,664.00
Tract 19208	Planter: 17,680 sq. ft	$ 167.00	$ 2,004.00
Tract 19799	Planter: 17,652 sq. ft	$ 166.00	$ 1,992.00
Tract 28882	Planter: 20,983 sq. ft	$ 198.00	$ 2,376.00
Tract 18784/20906	Planter: 30,432 sq. ft	$ 287.00	$ 3,444.00
Tract 16768	Planter: 16,281 sq. ft.	$ 153.00	$ 1,836.00
Tract 17033	Planter: 9,990 sq. ft.	$ 94.00	$ 1,128.00
Tract 19500	Planter: 3,636 sq. ft	$ 36.00	$ 432.00
Tract 22371	Planter: 17,844 sq. ft	$ 168.00	$ 2,016.00
Tract 20525	Planter: 16,500 sq. ft	$ 155.00	$ 1,860.00
Tract 23046	Planter: 16,000 sq. ft	$ 151.00	$ 1,812.00
Tract 24721	Planter: 6,882 sq. ft.	$ 65.00	$ 780.00
Tract 31591	Planter: 16,445 sq. ft	$ 155.00	$ 1,860.00
Tract 22276	Planter: 11,690 sq. ft	$ 110.00	$ 1,320.00
Tract 22277	Planter: 20,485 sq. ft	$ 193.00	$ 2,316.00
Tract 17334	Planter: 37,680 sq. ft	$ 355.00	$ 4,260.00
Tract 15387	Planter: 9,049 sq. ft.	$ 85.00	$ 1,020.00
Tract 19957	Planter: 6,810 sq. ft.	$64.00	$768.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 20032	Planter: 14,076 sq. ft.	$ 133.00	$ 1,596.00
Tract 19509	Planter: 18,328 sq. ft.	$173.00	$2,076.00
Tract 16770	Planter: 5,830 sq. ft.	$ 55.00	$ 660.00
Tract 32018	Planter: 7,865 sq. ft.	$74.00	$888.00
Tract 19852	Planter: 28,800 sq. ft.	$ 271.00	$ 3,252.00
Tract 27526	Planter: 16,373 sq. ft.	$154.00	$1,848.00
Tract 30027	Planter: 45,833 sq. ft.	$ 432.00	$ 5,184.00
Tract 19518/18372	Planter: 12,634 sq. ft.	$119.00	$1,428.00
Tract 13585	Planter: 2,000 sq. ft.	$ 25.00	$ 300.00
	Turf: 4,600 sq. ft.	203.00	2,436.00
Tract 20941	Planter: 7,455 sq. ft.	$ 71.00	$ 852.00
	Turf: 2,145 sq. ft.	$ 105.00	$ 1,260.00
Tract 31269-1	Planter: 43,723 sq. ft.	$412.00	$4,944.00
Tract 31284	Planter: 28,321 sq. ft.	$ 267.00	$ 3,204.00
Tract 17387	Planter: 4,384 sq. ft.	$41.00	$492.00
Tract 19143	Planter: 4,864 sq. ft.	$46.00	$552.00
Tract 21616	Planter: 19,858 sq. ft.	$ 187.00	$ 2,244.00
	Turf: 3,670 sq. ft.	164.00	1,968.00
Tract 17867	Planter: 13,778 sq. ft.	$ 130.00	$ 1,560.00
Tract 12773	Planter: 13,806 sq. ft.	$ 131.00	$ 1,572.00
Tract 19685	Planter: 62,530 sq. ft.	$ 589.00	$ 7,068.00
Tract 19210	Planter: 9,270 sq. ft.	$ 87.00	$ 1,044.00
Tract 19363	Planter: 13,320 sq. ft.	$ 126.00	$ 1,512.00
Tract 19434	Planter: 13,242 sq. ft.	$125.00	$1,500.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 17457	Planter: 3,444 sq. ft.	$ 35.00	$ 420.00
Tract 19912	Planter: 11,750 sq. ft.	$ 111.00	$ 1,332.00
Tract 20552	Planter: 19,458 sq. ft.	$ 183.00	$ 2,196.00
Tract 20404	Planter: 36,138 sq. ft.	$ 340.00	$ 4,080.00
Tract 20718	Planter: 23,004 sq. ft.	$ 217.00	$ 2,604.00
Tract 20869	Planter: 2,100 sq. ft.	$ 28.00	$ 336.00
Tract 15433	Planter: 24,161 sq. ft.	$ 228.00	$ 2,736.00
Tract 22889	Planter: 16,438 sq. ft.	$ 155.00	$ 1,860.00
Tract 19937	Planter: 20,890 sq. ft.	$ 197.00	$ 2,364.00
Tract 20301	Planter: 3,800 sq. ft.	$ 39.00	$ 468.00
	Turf: 3,400 sq. ft.	152.00	1,824.00
Tract 20660	Planter: 11,912 sq. ft.	$ 112.00	$ 1,344.00
Tract 20859	Planter: 33,630 sq. ft.	$ 317.00	$ 3,804.00
Tract 21113	Planter: 10,500 sq. ft.	$ 99.00	$ 1,188.00
	Turf: 1,700 sq. ft.	83.00	996.00
Tract 20715	Planter: 51,250 sq. ft.	$ 483.00	$ 5,796.00
Tract 29038	Planter: 6,243 sq. ft.	$ 59.00	$ 708.00
Zone D Southern Tracts Service Schedule Level 2 Total		$ 13,847.00	$ 166,164.00
Cost per sq. ft., per occurrence Level 2 Zone D- Tracts			$ 0.0099

PROPOSER: Mariposa Landscapes, Inc.
(Company Name)

President 3/28/12
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

D. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work, and Routine Irrigat ion Repair, include, but are not limited t o: Exhibits A and C.

1. UNIT PRICES (Includes all labor and materials)

a.	1 gal. shrub/vine/ground cover in place	@	$ 7.00	ea
b.	5 gal. shrub/vine/ground cover in place	@	$ 18.00	ea
c.	5 gal. tree in place (stakes included)	@	$ 30.00	ea
d.	15 gal. tree in place (stakes included)	@	$ 75.00	ea
e.	24" box tree in place (stakes included)	@	$ 250.00	ea
f.	36" box tree in place (stakes included)	@	$ 750.00	ea
g.	Flat of ground cover in place	@	$ 25.00	ea
h.	Fertilizer application	@	$ 0.02	/sq. ft.
i.	Planter bed mulch in place	@	$ 40.00	/cu. yd.
j.	Additional labor	@	$ 30.00	/man hour
k.	Additional irrigation technician	@	$ 45.00	/man hour

2. Irrigation repair parts for routine repairs @ cost plus 15 %.

3. Unit prices for Additi onal Landscape Areas per Exhibi t C, Section 2 s hall be as follows:

   a. Per Schedule II, Section A cost per sq. ft., per occurrence.
   Or

   b. Per Schedule II, Section B as follows:

      1. Per Schedule II, Section B, Service Schedule, Level 1, Optional Service cost per sq. ft., per occurrence.

      2. Per Schedule II, Section C, Service Schedule, Level 2, Optional Service cost per sq. ft., per occurrence.

4. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: Mariposa Landscapes, Inc.
(Company Name)

President — 3/28/12
(AUTHORIZED SIGNATURE AND TITLE) — (DATE)

II. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specif ications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said wor k in accordance with the Specifications, in the t ime and m anner therein prescribed, for the unit cost and lump sum amounts set forth in the propos al and as listed as follows. T he undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, (Schedule II) A. "Bid Schedule"):

One hundred fifty-five thousand seven hundred eighty four and 0/100 Dollars
(Dollar Amount in Words)

$ 155,784.00
(Dollar Amount in Figures)

Date: 3/28/12

Proposer: Mariposa Landscapes, Inc.
(Company Name)

By: [signature]
(Signature)

Title: President

State License Number and Classification: 592268 C-27,A,C61/D49

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF California

PRESIDENT [signature]

(Corporate Seal)

SECRET ARY [signature]

III. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is a cashier's che ck, a certified check, or a Proposal Surety Bond for 10 %, payable to the Moreno Valley Community Services District, which is deemed to consti tute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail t o execute the Contract and furnish satisfactory bonds under the co nditions and within the time s pecified in this prop osal, otherwise said cash, cashier's check, certifi ed check or Proposal Surety Bond is to be returned to the undersigned.

Dated 3/28/12

Signature of Proposer

By Terry Noriega

Address of Proposer 15529 Arrow Highway

Irwindale, CA 91706

Telephone Number of Proposer (626) 960-0196

Names and Addresses of Members of the Company:

Terry Noriega, 15529 Arrow Highway, Irwindale, CA 91706

(If a Corporation)

Signature of Proposer

By Terry Noriega

Title President

Business Address 15529 Arrow Highway

Irwindale, CA 91706

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of	California
State License Number and Classification	592268 C-27,A, C61/D49
PRESIDENT	
SECRETARY	
TREASURER	

(Corporate Seal)

V. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF)§

(NAME) Terry Noriega, affiant being first duly sworn, deposes and says:

That he or she is President of
(sole owner, partner or other proper title)

Mariposa Landscapes, Inc. the party making the
(Contractor)
foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisc losed person, partnership, company, association, organi zation, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not direc tly or indirectly ind uced or solicited any other bidder to put in a false or s ham bid, and has not di rectly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communic ation, or c onference with any one to fix the bid price of the bidder or any other bidder, or t o fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, direc tly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associatio n, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: Mariposa Landscapes, Inc.

Bidder's Address:
15529 Arrow Highway, Irwindale, CA 91706

Telephone No.: (626) 960-0196

(Signature of Bidder) President (Title)

ALL SIGNATURES MUST BE NOTARIZED

Jurat

State of California
County of Los Angeles

On, March 28, 2012, before me, Terry Noriega President – Mariposa Landscapes, Inc., Subscribed and sworn to (or affirmed) before me on this date, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.

(Seal)

ST01 R. AUSTIN
COMM. # 1832091
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires JAN. 29, 2013 ST01

Signature R. Austin
R. Austin – Notary Public # 1832091

APPENDIX A: PREVAILING WAGE DETERMINATION

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

DETERMINATION: SC-LML-2008-1
ISSUE DATE: February 22, 2008
EXPIRATION DATE OF DETERMINATION: December 31, 2008* Effective until superseded by a new determinstion issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

		Employer Payments					Straight-Time		Overtime
LOCALITY:	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2X
Imperial	$8.00	-	-	[a]0.115	0.17	-	8	[b]8.285	[b]12.285
Inyo, Mono and San Bernardino	8.00	-	-	0.30	0.17	-	8	8.47	12.47
Kern	8.00	-	-	[c]0.16	0.17	-	8	[b]8.33	[b]12.33
	10.00	-	-	[d]0.27	0.46	-	8	[b]10.73	[b]15.73
Los Angeles	8.00	0.89	-	[e]0.115	0.14	-	8	[b]9.145	[b]13.145
Orange	8.00	-	-	[f]0.11	0.11	-	8	[b]8.22	[b]12.22
Riverside	8.00	-	-	[g]0.20	0.16	-	8	[b]8.36	[b]12.36
San Diego	8.00	-	-	0.22	0.115	-	8	8.335	12.335
	8.00	-	-	0.24	0.12	-	8	8.36	12.36
San Luis Obispo	8.00	-	-	[k]0.15	0.15	-	8	8.30	12.30
	8.00	-	-	[l]0.16	0.16	-	8	8.32	12.32
Santa Barbara	8.00	-	-	[h]0.12	0.12	-	8	[b]8.24	[b]12.24
	8.00	-	-	[i]0.13	0.13	-	8	[b]8.26	[b]12.26
Ventura	8.00	-	-	0.115	0.16	-	8	8.275	12.275
	8.00	2.97	-	[j]0.19	0.26	-	8	[b]11.42	[b]15.42

Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

[a] $0.22 after 3 years of service.
[b] Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
[c] $0.31 after 2 years of service.
[d] $0.54 after 2 years of service: $0.81 after 3 years of service.
[e] $0.24 after 3 years of service: $0.37 after 7 years of service.
[f] $0.22 after 4 years of service.
[g] $0.40 after 3 years of service.
[h] $0.23 after 2 years of service.
[i] $0.27 after 2 years of service.
[j] $0.38 after 3 years of service.
[k] $0.29 after 2 years of service.
[l] $0.31 after 2 years of service.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Travel and subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

APPENDIX B: MONTHLY LANDSCAPE SERVICES REPORT FORM

PROJECT NO._____

MONTHLY LANDSCAPE SERVICES REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT

MONTH OF _____, 20___

MAINTENANCE • DATE(S) • AREA • SERVICE TYPE: MOW/EDGE TRIM/PRUNE-WEED LITTER-IRRIGATION ETC.	FERTILIZER • DATE(S) • AREA • PRODUCT/ANALYSIS • AMOUNT/AREA • CROP	PESTICIDES • DATE(S) • PRODUCT USED • AMOUNT USED • AREA • TARGET PEST	COMPLAINTS • DATE(S) RECEIVED • AREA/LOCATION • COMPLAINT/ACTION • DATE CORRECTED • CORRECTIVE ACTION	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED • CORRECTIVE ACTION
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

APPENDIX B: WEEKLY IRRIGATION REPORT FORM

WEEKLY IRRIGATION REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT

CONTROLLER NO. _____ FOR MONTH OF _____, 20___

STATION NO. _____ PROJECT NO._____

	DATE(S) CHECKED	PROBLEM(S) IDENTIFIED	CORRECTIVE ACTIONS • DATE CORRECTED • CORRECTIVE ACTION DETAILS	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

MV00199985

APPENDIX C: GREENWASTE REPORT FORM

MORENO VALLEY COMMUNITY SERVICES DISTRICT
-MONTHLY GREENWASTE REPORT-
FOR

MONTH:_____ YEAR:_____

1. **Source of greenwaste (Project No./Location):_____**

   _____

2. **Amount of greenwaste generated from above source (by weight):**
   _____**LBS. –or- TONS.**

3. **Name, address, and phone number of recycle accepting greenwaste:**
   - **Company Name:_____**
   - **Address: _____**

     _____
   - **Phone Number: (_____)_____**

4. **Amount of greenwaste-source products (mulch, compost, top dressing, and soil amendments, etc.) furnished to Project (by weight):**

   _____ **LBS. -or- TONS.**

5. **Name, address, and phone number of recycle supplying greenwaste-source products to Project (if different from No. 3 above):**

   _____

   _____

   _____

6. **Number of times turf mowed this month:_____**

7. **Number of times turf mowed without clippings caught:_____**

CONTRACTOR:_____

ADDRESS:_____

PHONE:_(_____)_____

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/26/2012

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

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

PRODUCER
CDS Insurance Services
License # 0C88587
437 S. Cataract Ave. Suite 1
San Dimas CA 91773

CONTACT NAME: Pauline Riordan
PHONE (A/C, No, Ext): (909) 599-7200 FAX (A/C, No): (909) 599-2700
E-MAIL ADDRESS: pollyr@cdsinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Wausau Underwriters Ins Co A(XV) CA	
INSURER B: Scottsdale Ins Co A+(XV) CA	
INSURER C: Endurance American Specialty A(XV) CA	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Mariposa Landscapes Inc.
Mariposa Landscapes Arizona, Inc.
15529 Arrow Highway
Irwindale CA 91706

COVERAGES CERTIFICATE NUMBER: 12-13 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			YVJ-Z91-456651-022	4/1/2012	4/1/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			~~ASJ-Z91-456651-012~~	4/1/2012	4/1/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			XLS0081146	4/1/2012	4/1/2013	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Contractors Pollution Liability			ECC101014313-00	4/1/2012	4/1/2013	$1,000,000 Limit $1,000,000 General Aggregate	

RISK MANAGEMENT
Approved
By Date

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Project No. DSG-2/12-13-Maintenance of Landscaping and Irrigation
City of Moreno Valley, Moreno Valley Community Services District (CSD) and the Moreno Valley Housing Authority (MVHA), their officers, employees and agents are named as additional insured per the attached endorsement LG 31 80 09 07 and includes primary wording.
*revised from 6/25/12

CERTIFICATE HOLDER
City of Moreno Valley
14177 Frederick Street
PO Box 88005
Moreno Valley, CA 92552

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Chuck Swan/MELANI

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MV00199987

Policy Number YVJ-Z91-456651-022
Issued by WAUSAU UNDERWRITERS INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIBERTY DirectSolutions for Contractors

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement modifies insurance by broadening the insurance provided by CG 00 01.

Index of modified items:

Item 1. REASONABLE FORCE
Item 2. NON-OWNED WATERCRAFT EXTENSION
Item 3. ALIENATED PREMISES
Item 4. PROPERTY IN YOUR CARE, CUSTODY OR CONTROL
Item 5. DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE
Item 6. BODILY INJURY TO CO-EMPLOYEES
Item 7. HEALTH CARE PROFESSIONALS AS INSUREDS
Item 8. NEWLY FORMED OR ACQUIRED ENTITIES
Item 9. BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION - MANAGERS OR LESSORS OF PREMISES
Item 10. EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION (FOR INSTALLATION EXPOSURES)
Item 11. BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION - PERSON OR ORGANIZATION
Item 12. ADDITIONAL INSURED - ARCHITECTS, ENGINEERS OR SURVEYORS
Item 13. ADDITIONAL INSURED - STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS
Item 14. ADDITIONAL INSURED AND WAIVER OF SUBROGATION - LESSOR OF LEASED EQUIPMENT
Item 15. KNOWLEDGE OF OCCURRENCE
Item 16. UNINTENTIONAL ERRORS AND OMISSIONS
Item 17. BODILY INJURY REDEFINITION
Item 18. MOBILE EQUIPMENT REDEFINITION
Item 19. SUPPLEMENTARY PAYMENTS
Item 20. LIBERALIZATION

These changes broaden the policy sections described unless differing language is separately endorsed to the coverage part.

Item 1. REASONABLE FORCE

Exclusion a. of Coverage A is replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Item 2. NON-OWNED WATERCRAFT EXTENSION

Subparagraph g.(2) of Exclusion g. of Coverage A (Section I - Coverages) is replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 55 feet long; and

(b) Not being used for public transportation or as a common carrier.

Item 3. ALIENATED PREMISES

1. Subparagraph j.(2) of Exclusions of Section I - Coverages - Bodily Injury And Property Damage Liability is replaced by the following:

(2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises, and occurs from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

Item 4. PROPERTY IN YOUR CARE, CUSTODY OR CONTROL

1. Subparagraphs (3) and (4) of Exclusion j. of Coverage A. do not apply except to:

(a) Borrowed equipment; or

(b) "Property damage" to property in your care, custody and control while in transit.

This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

2. Limits of Insurance

Subject to Paragraphs 2., 3., and 5. of Section III - Limits Of Insurance, the most we will pay for insurance provided by Paragraph 1. above is:

$10,000 Each Occurrence Limit

$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence."

The Aggregate Limit is the most we will pay for the sum of all occurrences covered by this provision.

Item 5. DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE

A. Fire, Lightning Or Explosion Damage

The last paragraph of 2. Exclusions under Section I - Coverage A is replaced by the following:

Exclusions c. through n. do not apply to damage to premises rented to you or temporarily occupied by you with permission of the owner when the damage is caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage. A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

B. Limits for Damage to Premises Rented to You

Paragraph 6. of Section III - Limits of Insurance is replaced by the following:

Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for any combination of:

(a) Damage caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage to premises rented to you, or temporarily occupied by you with permission of the owner; and

(b) "Property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

Item 6. BODILY INJURY TO CO-EMPLOYEES

1. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs 2.a.(1)(a), (b) and (c) of Section II - Who Is an Insured do not apply to your supervisory or management "employees" for "bodily injury" only.

2. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs 2.a.(1)(a), (b) and (c) of Section II - Who Is an Insured do not apply to your "employees" or "volunteer workers" for "bodily injury" arising out of a Good Samaritan act to a co-"employee" or co-"volunteer worker." A Good Samaritan act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

Item 7. HEALTH CARE PROFESSIONALS AS INSUREDS

Paragraph 2.a. (1) (d) of Section II - Who Is An Insured is deleted unless:

(i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or

(ii) The "employee" has any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Item 8. NEWLY FORMED OR ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization, other than a joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.

   a. Coverage under this provision is afforded only until:

i. The 180th day after you acquire or form the organization; or

ii. Separate coverage is purchased for the organization; or

iii. The end of the policy period,

whichever is earlier.

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any past partnership, current or past joint venture or past limited liability company that is not shown as a Named Insured in the Declarations.

Item 9. BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION - MANAGERS OR LESSORS OF PREMISES

A. Section II - Who Is An Insured is amended to include as an insured any manager or lessor of premises leased by you in which the written lease agreement obligates you to procure additional insured coverage, provided that:

1. The "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and

2. The written agreement is in effect at the time of the "bodily injury", "property damage", "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your employees, your agents, or your subcontractors. There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through Paragraph A. above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

1. Any "occurrence" that takes place after you cease to be a tenant in that premises.

2. Any construction, renovation, demolition or installation operations performed by or on behalf of the additional insured.

3. Any premises for which coverage is excluded by endorsement.

D. **Other Insurance**

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 10. EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION (FOR INSTALLATION EXPOSURES)

A. Section II - Who Is An Insured is amended to include as an insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, provided that:

1. The "bodily injury," "property damage," or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the written agreement; and

2. The written agreement is in effect at the time of the "bodily injury," "property damage," or "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury," or "property damage," "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through Paragraph **A.** above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply:

1. To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

   b. Supervisory, inspection, architectural or engineering activities.

2. To "bodily injury" or "property damage" that occurs during the ongoing operations of a project where you have purchased an Owners & Contractors Protective Liability or Railroad Protective Liability Policy for the additional insured.

3. When coverage is available under a consolidated (wrap up) insurance program in which you are involved.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 11. BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION - PERSON OR ORGANIZATION

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with premises owned by you

provided that:

(a) The "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and

(b) The written agreement is in effect at the time of the "bodily injury", "property damage", "personal injury" or "advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through Paragraph A. above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

1. Any premises or equipment leased to you.

2. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 12. ADDITIONAL INSURED - ARCHITECTS, ENGINEERS OR SURVEYORS

A. Section II - Who Is An Insured is amended to include as an additional insured any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In connection with your premises; or

2. In the performance of your ongoing operations.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

Item 13. ADDITIONAL INSURED - STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS

Section II - Who Is An Insured is amended to include as an additional insured any state, municipality or political subdivision with respect to any operations performed by you, or on your behalf, for which the state, municipality or political subdivision has issued a permit.

However, this insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision; or

2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or

3. "Bodily injury," "property damage" or "personal and advertising injury," unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 14. ADDITIONAL INSURED AND WAIVER OF SUBROGATION - LESSOR OF LEASED EQUIPMENT

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when the agreement with you for such leased equipment ends.

B. **Waiver of Subrogation**

For any additional insured that obtains insured status on this policy through Paragraph A. above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

C. **Other Insurance**

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 15. KNOWLEDGE OF OCCURRENCE

Subparagraphs **2.a., b.** and **c.** of Condition **2.** Section **IV** - Commercial General Liability Conditions are amended to add the following:

As used in this paragraph, the word "you" refers to an "executive officer", partner, member or legal representative, and any other "employee" with insurance or risk management responsibilities.

Item 16. UNINTENTIONAL ERRORS AND OMISSIONS

Paragraph **6.** of Section **IV** - Commercial General Liability Conditions is amended to add the following:

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this policy will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non renewal.

Item 17. BODILY INJURY REDEFINITION

The definition of "bodily injury" in Section V - Definitions section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish, which results at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or distress.

Item 18. MOBILE EQUIPMENT REDEFINITION

Paragraphs **12.f.(1) (a) (b)** and **(c)** of Section **V** - Definitions do not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

Item 19. SUPPLEMENTARY PAYMENTS

Section **I** - Coverages, Supplementary Payments - Coverages **A** and **B**, Items **1.b.** and **1.d.**, respectively, are replaced with:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to $500 a day because of time off from work.

Item 20. LIBERALIZATION

Section IV - Commercial General Liability Conditions is amended to add the following:

10. Liberalization

If we adopt a change in our forms or rule which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/15/2012

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

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PRODUCER
Kelley, Jiggins & Assoc.
Insurance Brokers
PO Box 60310
Pasadena, CA 91116-6310

CONTACT NAME:
PHONE (A/C, No, Ext): 626.396.1035 FAX (A/C, No): 626.396.1045
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Security National Insurance	19879
INSURER B: A(X)OA	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED Mariposa Landscapes, Inc.
15529 Arrow Highway
Irwindale, CA 91706

COVERAGES CERTIFICATE NUMBER: 2012-2013 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SWC1009069	04/01/2012	04/01/2013	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Project No. DSG-2/12-13 - Maintenance of Landscaping and Irrigation

30 days cancellation except 10 days for non-payment of premium

Approved
By 8-1-12 Date

CERTIFICATE HOLDER

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Ronald Jiggins

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D. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work, and Routine Irrigat ion Repair, include, but are not limited t o: Exhibits A and C.

1. UNIT PRICES (Includes all labor and materials)

a.	1 gal. shrub/vine/ground cover in place	@	$ 7.00	ea
b.	5 gal. shrub/vine/ground cover in place	@	$ 18.00	ea
c.	5 gal. tree in place (stakes included)	@	$ 30.00	ea
d.	15 gal. tree in place (stakes included)	@	$ 75.00	ea
e.	24" box tree in place (stakes included)	@	$ 250.00	ea
f.	36" box tree in place (stakes included)	@	$ 750.00	ea
g.	Flat of ground cover in place	@	$ 25.00	ea
h.	Fertilizer application	@	$ 0.02	/sq. ft.
i.	Planter bed mulch in place	@	$ 40.00	/cu. yd.
j.	Additional labor	@	$ 30.00	/man hour
k.	Additional irrigation technician	@	$ 45.00	/man hour

2. Irrigation repair parts for routine repairs @ cost plus 15 %.

3. Unit prices for Additi onal Landscape Areas per Exhibi t C, Section 2 s hall be as follows:

   a. Per Schedule II, Section A cost per sq. ft., per occurrence.
   Or

   b. Per Schedule II, Section B as follows:

      1. Per Schedule II, Section B, Service Schedule, Level 1, Optional Service cost per sq. ft., per occurrence.

      2. Per Schedule II, Section C, Service Schedule, Level 2, Optional Service cost per sq. ft., per occurrence.

4. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: Mariposa Landscapes, Inc.
(Company Name)

President 3/28/12
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: May 14, 2013

TITLE: FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION IN PROJECT NO. E-2/09

RECOMMENDED ACTION

Recommendations:

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD Board: Approve the First Amendment to the Independent Contractor Agreement ("Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-2/09, ("First Amendment to the Agreement for E-2/09") with Tropical Plaza Nursery, Inc., 9642 Santiago Boulevard, Villa Park, CA 92861 for the E-2 (Hidden Springs) area.

2. Authorize the City Manager to execute the First Amendment to the Agreement for E-2/09 with Tropical Plaza Nursery, Inc.

3. Authorize an adjustment in the purchase order (PO) to Tropical Plaza Nursery, Inc., for an increase of $18,000.00 when the First Amendment to the Agreement for E-2/09 has been signed by all parties.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services. Zone E (extensive landscape maintenance), provides landscape maintenance services at full or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 Stoneridge Ranch), E-14 Mahogany Fields, E-15 (Celebration), and E-16 (Shadow Mountain).

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors who perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement for landscape maintenance or other related specialty services, such as backflow testing, repair and replacement.

The Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. "Base services" include: mowing, edging and trimming of turf grass areas, pruning and trimming of shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes and groundcovers, and pesticide applications. Base services are performed on a scheduled rotation basis.

"Additional work" is unanticipated, extra services that may be required and can include added square footage to a service area at a pre-stated unit cost during the contracting term. Additional work services may include, but is not limited to, irrigation repairs, labor and materials, additional plant materials, fertilizer applications, and/or mulching, as allowed per Exhibit E of the Agreement (See Attachment 3 – Additional Work Price List) or provided as a supplementary proposal for specialty services. While efforts are made to anticipate additional, unexpected or emergency work at the beginning of a contracting term, extra work and/or acceptance of additional service areas can occur which requires the Agreement to be amended to include the costs associated with any added additional work that may be required prior to the end of the term of the Agreement.

DISCUSSION

E-2/09 is the CSD landscape maintenance Agreement ("Agreement") that covers the CSD maintained landscape services areas (parkways, medians and open space (paseao) areas) of Zone E-2 (Hidden Springs). Service levels for E-2 are consistent with the terms of the CSD Zone E (Extensive Parkway Landscape Maintenance) Service Plan Policy, (the "Policy") as adopted by the CSD Board on September 25,

2007, and amended on April 26, 2011, which includes General Service Level Guidelines for Standard Maintenance Service, which is applied to the parkways and medians of E-2, and an adjusted reduced level of maintenance service for the paseao areas, which is consistent with the Policy and Zone E-2 funding.

The Agreement as extended for fiscal year (FY) 2012/13 was authorized in the NTE amount of $98,619.92 ($73,219.92 for base maintenance services and $25,400.00 for additional work).

Due to budgetary constraints, staffing reductions were necessary in the Special Districts Division during FYs 2011/12 and 2012/13. In FY 2012/13 tasks normally performed by field personnel, including certain weed abatement, irrigation, and plant replacement services had to be transitioned to the Contractor in order to keep up with the workload. As a result of this change, the Agreement's additional work allocation is in need of an increase from $25,400.00 to $43,400.00 (an $18,000.00 increase) to cover the cost of additional, labor and materials, to perform weed abatement and potential plant replacements.

This First Amendment to the Agreement for E-2/09 will increase the additional work cost by a net increase of $18,000.00. This adjustment is consistent with the additional work unit costs identified in the Agreement. Approval of the First Amendment to the Agreement for E-2/09 will increase the NTE amount to $116,619.92 ($73,219.92 for base maintenance services and $43,400.00 for additional work) for FY2012/13.

ALTERNATIVES

1. Approve the First Amendment to the Agreement for E-2/09 with Tropical Plaza Nursery for E-2/09 in the form attached hereto to provide continuation of landscape maintenance and maintenance related services to Zone E-2 (Hidden Springs), authorize the City Manager to execute said First Amendment to the Agreement for E-2/09 with Tropical Plaza Nursery, Inc., and authorize an increase in the purchase order to Tropical Plaza Nursery, Inc., in the amount of $18,000.00. *By selecting this alternative the CSD Board will prevent interruptions in landscape maintenance services and allow for the necessary funding of additional work to be performed within those CSD landscaped service areas for the 2012/13 fiscal year.*

2. Do not approve the First Amendment to the Agreement for E-2/09 with Tropical Plaza Nursery for E-2/09 in the form attached hereto provide continuation of landscape maintenance and maintenance related services to Zone E-2 (Hidden Springs), do not authorize the City Manager to execute said First Amendment to the Agreement with Tropical Plaza Nursery, Inc., and do not authorize an increase in the purchase order to Tropical Plaza Nursery, Inc., of $18,000.00. *By selecting this alternative, the CSD Board may allow for a lapse in necessary additional maintenance services to be provided and compensated for in the Zone E-2 (Hidden Springs) landscaped areas.*

FISCAL IMPACT

CSD Zone E is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills to pay for parkway, median, and open space landscape maintenance and associated landscape maintenance related services. **These actions will not impact the City's General Fund.**

The following table represents the Adjustment to be made in the General Ledger Account to the Zone E budget to accommodate the First Amendment to the Agreement for E-2/09 for landscape maintenance services.

Contractor	GL Account	Base Agreement Amount	2012/13 Additional Work Agreement Amount	2012/13 Agreement Total	2012/13 Net Adjustments	2012/13 Amended Agreement Total
Tropical Plaza Nursery, Inc.	5013-30-79-25708-620910	$ 73,219.92	$ 25,400.00	$ 98,619.92	$ 18,000.00	$ 116,619.92

CITY COUNCIL GOALS

Community Image and Positive Environment:

By approving the Amendments to the Agreements as listed herein, the CSD Board will allow for the promotion of a positive environment through continued maintenance of parkways and medians.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1 – First Amendment to the Agreement for E-2/09

Attachment 2 – Agreement for E-2/09 for FY 2009/10, and Extensions to the Agreement for E-2/09 for FYs 2010/11, 2011/12, and 2012/13

Attachment 3 – Additional Work Price List

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT MORENO VALLEY COMMUNITY SERVICES DISTRICT PROJECT NO. E-2/09 HIDDEN SPRINGS

This First Amendment to the Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT, a municipal corporation, hereinafter referred to as "CSD," and Tropical Plaza Nursery, Inc., a California Corporation hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for PROJECT E-2/09, hereinafter referred to as "Agreement," dated March 10, 2009; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform maintenance of landscaping and irrigation of the landscaped parkways, medians, and open spaces for E-2 (Hidden Springs) as provided in the Agreement; and,

WHEREAS, an extension agreement was entered into on May 5, 2010, for the 2010/11 Fiscal Year ("FY"), the "First Extension Agreement"; and,

WHEREAS, an extension agreement was entered into on June 1, 2011 for the 2011/12 FY, the "Second Extension Agreement"; and,

WHEREAS, E-2 costs for electricity, water, irrigation replacement components, and similar maintenance related components and utilities increased the overall maintenance costs to E-2 and no additional revenues were approved by E-2 property owners to accommodate the increased costs; and,

FIRST AMENDMENT TO THE AGREEMENT
FOR THE INDEPENDENT CONTRACTOR AGREEMENT
PROJECT E-2/09

WHEREAS, to prevent an interruption in maintenance services, in accordance with Exhibit A, 2 b., of the Agreement, a revision to the work schedule was proposed by the Contractor to modify the frequency of maintenance service to the open space (paseao) areas to accommodate the necessity to reduce the cost of the Agreement to a level consistent with E-2 available funds.

WHEREAS, an extension agreement was entered into on June 20, 2012 for the 2012/13 FY, the "Third Extension Agreement", which reflected the full service of the parkway areas and reduced irrigation technician services of the open space areas; and,

WHEREAS the Third Extension Agreement was authorized in the not-to-exceed (NTE) amount of $98,619.92 ($65,940.00 for base maintenance services of the parkways and medians, and $7,279.92 for Irrigator Technician services for the open space areas to be paid at a rate of $6,101.66 per month, one month in arrears and $25,400.00 for additional work); and,

WHEREAS, the amount of additional work that has been identified is greater than anticipated when the Third Extension Agreement was entered into, which will require an increase in the Third Extension Agreement's additional work allocation from $25,400.00 to $43,400.00, to cover the cost of additional services to be performed or provided by the Contractor, which includes but is not limited to labor and materials, to perform weed abatement of 3,308,892 sq. ft. (more than 75 acres) of open space area.

WHEREAS, it is desirable to amend the Third Extension Agreement, to increase the amount from $98,619.92 to $116,619.92 to cover the additional costs of services, at the unit prices as listed in Exhibit E, Schedule II., letter A. of the Agreement.

FIRST AMENDMENT TO THE AGREEMENT
FOR THE INDEPENDENT CONTRACTOR AGREEMENT
PROJECT E-2/09

SECTION 1 AMENDMENT to the THIRD EXTENSION AGREEMENT:

1.1 Amend the Additional Work Amount of the Third Extension Agreement, Section 5., from twenty-five thousand four hundred and 00/100 dollars ($25,400.00) to forty-three thousand four hundred and 00/100 dollars ($43,400.00) to accommodate additional labor and material costs associated with weed abatement services for the open space areas of E-2.

SECTION 2

2.1 Except as otherwise specifically provided in this First Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO THE AGREEMENT
FOR THE INDEPENDENT CONTRACTOR AGREEMENT
PROJECT E-2/09

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District

Date: _____

Contractor: Tropical Plaza Nursery, Inc.

By: _____
Title: (President or Vice President)

Date: 5-2-13

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: 5-2-13

Affix Corporate Seal Below
(If applicable)

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/7/2013

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

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

PRODUCER
Landscape Contractors (Lic#0755906)
Insurance Services, Inc.
1835 N. Fine Avenue
Fresno CA 93727

CONTACT NAME: Debbie Cerkueira
PHONE (A/C, No, Ext): (559) 650-3555 FAX (A/C, No): (559) 650-3558
E-MAIL ADDRESS: dcerkueira@lcisinc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ARCH Insurance Company	11150
INSURER B: Firemans Fund Ins Co	21873
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F: Revises previous certs	

INSURED
Tropical Plaza Nursery, Inc.
9642 Santiago Blvd.
Villa Park CA 92861

COVERAGES CERTIFICATE NUMBER: 13-14 Pkg & Umbrell REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X $500 PD DED GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			LCPKG0143104	2/14/2013	2/14/2014	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			SSE 000 6782 2355	2/14/2013	2/14/2014	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: All landscape operations performed by or on behalf of the named insured.
Primary Insurance: Blanket Additional Insured per Attached 00GL0434000108
The City of Moreno Valley, The City of Moreno Valley Community Services District and the Moreno Valley Housing Authority, their officers, employees and agents (Excluding Professional Liability) are named as additional insured This revises certificate dated 03-14-2013

CERTIFICATE HOLDER

The City of Moreno Valley, The City of Moreno Valley Community Services District the Moreno Valley Housing Authority,
P.O. Box 88005
Moreno Valley, CA 92552-0805

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

D Cerkueira/KSAENZ

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The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED PROTECTION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any organization or person required to be named as an additional insured pursuant to a written contract or agreement.

The insurance provided by this endorsement is subject to the following:

a. This insurance does not apply to any person or organization not specifically approved by us as an additional insured.

b. Any insurance afforded an additional insured under this endorsement shall not begin before the date that the person or organization is approved by us as an additional insured.

c. ,The Limits of Insurance under this insurance, which are listed in the Declarations of this policy, shall not be increased, regardless of the number of additional insureds, or the limits specified in the contract or agreement.

d. Any coverage that is not provided under an additional insured's liability insurance policy for your acts, errors, or omissions is also not provided under this insurance.

e. With respects to the additional insured, this insurance does not apply to: 1. "Property Damage" to "your product" arising out of it or any part of it. 2. "Property Damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard". 3. Liability for "Property Damage" or "Bodily Injury" for acts, errors, omissions of an additional insured.

f. If required under written contract, this insurance will apply to an additional insured as primary insurance and other insurance which may be available to such additional insured shall apply on an excess basis.

g. If required by a written contract, we waive our right to recovery against any additional insured because of payments we make for injury or damage arising out of your ongoing operations, or "your work" done under a contract with that additional insured and included in the "products completed operations hazard".

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: N/A

Policy Number: LCPKG0143104

Named Insured: Tropical Plaza Nursery, Inc.

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date: 02-14-2013

Includes copyrighted material of Insurance Services Office, Inc with its permission

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/7/2013

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

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PRODUCER
Landscape Contractors (Lic#0755906)
Insurance Services, Inc.
1835 N. Fine Avenue
Fresno CA 93727

CONTACT NAME: Debbie Cerkueira
PHONE (A/C, No, Ext): (559) 650-3555 FAX (A/C, No): (559) 650-3558
E-MAIL ADDRESS: dcerkueira@lcisinc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Surety Corporation	21881
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Tropical Plaza Nursery, Inc.
9642 Santiago Blvd.
Villa Park CA 92861

COVERAGES CERTIFICATE NUMBER: 13-14 WC REVISION NUMBER:

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

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	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A		WC 81010633	4/1/2013	4/1/2014	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: All landscape operations performed by or on behalf of the named insured.
This revises certificate dated 03-29-2013

CERTIFICATE HOLDER

The City of Moreno Valley, The City of
Moreno Valley Community Services District
Moreno Valley Housing Authority,
P.O. Box 88005
Moreno Valley, CA 92552-0805

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

D Cerkueira/KSAENZ

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05 /06 /2013

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

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

PRODUCER
VANCE ORAND STATE FARM INSURANCE AGENCY INC.
220 S TUSTIN ST
ORANGE, CA 92866

CONTACT NAME:
PHONE (A/C, No, Ext): 714-639-6616 FAX (A/C, No): 714-997-5103
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TROPICAL PLAZA NURSERY INC.
9642 SANTIAGO BLVD.
VILLA PARK, CA 92867-2521

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			F60-0202-F05-75I	12/05/2012	12/05/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	X ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X Addl Insure / X DESIGNAT							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N		N / A				E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	FLEET POLICY			F60-0202-F05-75I	12/05/2012	12/05/2013		

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

** THEIR OFFICERS, EMPLOYEES AND AGENTS ARE NAMED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER

THE CITY OF MORENO VALLEY, THE CITY OF MORENO VALLEY COMMUNITY SERVICES DISTRICT AND THE MORENO VALLEY HOUSING AUTHORITY**
PO BOX 880055 MORENO VALLEY, CA 92705

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ATTACHMENT 2

MORENO VALLEY COMMUNITY SERVICES DISTRICT
PROJECT E-2/09
HIDDEN SPRINGS

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement, effective as of the day signed by the Mayor, acting in the capacity of President to the Moreno Valley Community Services District, is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name: Tropical Plaza Nursery, Inc.
Address: 9642 Santiago Blvd.
City: Villa Park State: CA Zip: 92861
Business Phone: (714) 998-4100 Fax No.: (714) 998-4788
Other Contact Number: N/A
Social Security Number: N/A
Business License Number: # 06783
Federal Tax I.D. Number: # 95-3773961
Contractors' License Number & Classification: # 519398/Class C-27

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of service, performance specifications, and/or additional terms and conditions are described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The District's responsibility, other than payment, is described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contractor Starting Date is 7-1-2009 and the Contractor Ending Date is 6-30-2010. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays

beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal submittal documents, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. **STANDARD TERMS AND CONDITIONS:**

A. Control of Work. Except for compliance with specifications and performance standards provided for in Exhibit "A," Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide any training to Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the City, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$500,000 per occurrence/ $500,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, RDA, and the District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than $500,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.
By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement

may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

J. Termination.
   a. Either party may terminate this Agreement upon breach of the Agreement by the other party. In the event the District terminates the Agreement, the Contractor shall perform no further services under the Agreement unless the notice of termination authorizes such further work.
   b. The District may terminate this Agreement without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractors time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Agreement. No officer or employee of the District or City shall have any financial interest in this Agreement in violation of federal, state, or local law.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served

personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor:

Tropical Plaza Nursery, Inc.
9642 Santiago Blvd.
Villa Park, CA 92861
(714) 998-4100
[Telephone number]
(714) 998-4788
[Fax number]

With a copy to:

_____
[Attorney for Contractor, if applicable]

_____
[Street Address]

_____
[Post Office Box, if applicable]

_____
[City, State, Zip Code]

_____
[Telephone number]
( )_____
[Fax number]
( )_____

To CSD:

MORENO VALLEY COMMUNITY SERVICES DISTRICT
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Stuart Sheldon
Telephone number: (951) 413-3480
Fax Number: (951) 413-3498

With a copy to:

City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: (951) 413-3036
Fax number: (951) 413-3034

PROJECT E-2/09
INDEPENDENT CONTRACTOR AGREEMENT

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

Moreno Valley Community Services District

BY: _____
Mayor, acting in the capacity of President to the Moreno Valley Community Services District

3/10/09
Date

Tropical Plaza Nursery, Inc.

BY: _____

TITLE: President
(President or Vice President)

10/14/08
Date

BY: _____

TITLE: Secretary
(Corporate Secretary)

10/14/08
Date

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

5 MAR 2009
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

3/2/09
Date

PROJECT NO. E-2/09
EXHIBIT A

1. SCOPE OF WORK

a. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Contract Exhibit A.

b. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf and shrub areas designated hereunder; regularly maintain and prune trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

c. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

d. The Contractor shall be responsible for carefully reviewing the site(s), and verifying that all areas include the square footage noted for each location of proposed work. The Contractor shall not be relieved of his or her liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Specifications, and the actual conditions revealed during the examination of the locations of the proposed work.

2. SCHEDULING OF WORK

a. The Contractor shall adhere to the facilities, equipment and staffing schedule, and monthly and annual work schedules submitted as a part of Contractor's bid, and incorporated herein by this reference. These schedules, and any approved revisions thereto, shall be used by the District as a basis for determining Contractor's satisfactory performance.

b. Revisions to facilities, equipment, staffing, or monthly and annual work schedules shall not be implemented without the prior written approval of the Director. The Contractor shall submit proposed revisions to

equipment and staffing, or monthly and annual work schedules in writing to the District at the address as set forth in Section N. of the Agreement, at least ten (10) working days prior to commencing work per the proposed revisions.

c. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

d. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

e. The Contractor shall notify the Director in writing at least five (5) days prior to the date and time of all "Specialty" type maintenance operations, which shall include, but are not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended methods of execution, materials to be used, and the dates for commencement, and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

f. When inclement weather renders performance per approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor shall adjust his work force in order to accomplish those work items not affected by weather, and shall contact District field staff to inform them of said alternate work assignments. Failure to so advise the District may be cause for assessment of non-performance penalties, per Exhibit C, Section 4.

g. For the purposes of this Contract, "Working Days" shall be Mondays through Fridays. The hours of maintenance service shall be 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule approved the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veterans' Day	November 11
Thanksgiving	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas	December 25

If a holiday falls upon a Sunday, the following Monday shall be the date the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, contractor shall submit a proposed make-up day for the Director's approval.

3. FUNCTIONS AND RESPONSIBILITIES

a. The Director and Contractor shall conduct an inspection of all sites covered under this Agreement as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Agreement. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

b. The Contractor shall maintain on an ongoing basis a monthly log that records all work performed by Contractor. Said log shall be in a form and content acceptable to the Director (see Contract Documents, Appendix B), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

c. The Contractor shall perform at least one maintenance inspection weekly during daylight hours of all sites. Such inspection shall be both visual and operational, including but not limited to, operation of all automatic irrigation

systems to check for proper condition, and reliability. Additionally, the Director may require Contractor to attend meetings with District field staff at some fixed interval to review Contractor's operations, and schedule such future work as may be ordered by the Director. Failure to conduct said weekly inspections or attend regularly scheduled meetings, may result in the assessment of non-performance penalties per Exhibit C., Section 4.

d. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in Contractor's firm name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Section 3., paragraph e. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, two-way radio, pager, or car phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service, and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

e. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at <u>any</u> time:

1. City Manager
2. Director of Public Works
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Landscape Districts Program Manager
7. Senior Landscape Services Inspector
8. Landscape Services Inspector
9. Street Maintenance Supervisor

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2., paragraphs a. and b., unless said emergency is determined to have been caused by an act or omission attributable to Contractor.

4. CONTRACTOR'S STAFF

a. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

b. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper and efficient manner at all times, and shall cause the least possible inconvenience to the public.

c. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the District.

d. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to proper shoes, other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements, and wearing of proper clothing.

Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

e. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards, and its branch offices.

6. COMPLAINTS

a. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3., paragraph a.

b. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above.

c. In addition to the provisions of Section 6., paragraph a. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

a. The Contractor agrees to perform all work outlined in these Specifications in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements

including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

b. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2003 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between 3:30 p.m. and 6:00 p.m.

c. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

d. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) days following the occurrence.

e. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3. of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section of the General Provisions may result in contract termination, per Agreement, Section J.

8. USE OF CHEMICALS

a. Before the beginning of the contract period, the Contractor shall submit a list of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals approved by the State of California Department of Food and Agriculture, and shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS).

b. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.

d. Contractor shall report all fertilizers and pesticides used in performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3., paragraph b. above. This report shall include: date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of contract. By submitting a proposal, the Contractor certifies to the City that he has trained his employees and subcontractors, if any, for Urban Runoff Management, and included sufficient sums in his base compensation proposal amount to cover such costs of said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

a. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the period of work on this contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

b. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

a. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this contract, as required by California Labor Code Section 1776.

b. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

c. The District may withhold from Contractor's progress payments the penal sum of $25.00 per calendar day (or portion thereof) for each workman employed in connection with this contract should Contractor, or any

subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

a. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

b. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

a. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

b. Repairs made to sites and site appurtenances that are damaged as a result of Acts of God, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2., paragraphs a. and b.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

PROJECT E-2/09
TECHNICAL PROVISIONS - LANDSCAPE

1. TREE CARE

a. All trees are to be maintained in a manner that will promote normal, healthy growth.

b. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2., paragraphs a., and b.

c. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

d. Any tree shall be pruned at any time in order to:

1. Remove dead, diseased, or damaged branches;

2. Remove unwanted encroachments into public and/or utility rights-of-way;

3. Correct any condition which the Director has deemed to be hazardous.

e. Trees up to eighteen feet (18') in height shall:

1. Be pruned to enable successful adaptation to their particular site situation;

2. Have no more than one-third (1/3) of living branches removed annually;

3. Be fertilized only as directed by District field staff.

f. Trees over eighteen feet (18') in height shall:

1. Be inspected annually;

2. Pruned and/or trimmed as necessary to maintain proper site orientation;

3. Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

4. Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

g. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order;

2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

h. The following practices shall <u>not</u> be allowed:

1. Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

3. Use of pruning paint/pruning compound/wound dressing;

4. Use of climbing spurs or gaffs.

i. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

j. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodgepole-type stakes is the minimum District standard.

k. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

l. Pest control: See <u>Technical Provisions – Pesticide Use</u>, Section 3., paragraphs a. through d., below.

2. SHRUB CARE

a. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

b. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

c. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

d. Any shrub shall be pruned and/or trimmed at any time in order to:

1. Remove dead, diseased, or damaged branches;

2. Remove unwanted encroachments into public and/or utility rights-of-way;

3. Correct any condition which the Director has deemed to be hazardous.

e. Shrubs shall be pruned:

1. To enable successful adaptation to their particular site situation;

2. Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

3. As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

f. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order;

2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

g. The following practices shall not be allowed:

1. Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") will be done only when authorized by the Director on a site-specific basis.

2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

3. Use of pruning paint/pruning compound/wound dressing.

h. Fertilization: See Technical Provisions - Fertilization, Section 1., paragraphs a. through e., below.

i. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a., b., c., and d.

3. GROUND COVER CARE

a. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

b. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

c. Ground covers shall be pruned/trimmed at any time in order to:

1. Remove dead, diseased, or damaged branches/crowns;

2. Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

3. Correct any condition which the Director has deemed to be hazardous.

d. Ground covers shall be pruned/trimmed/renovated:

1. To enable successful adaptation to their particular site situation;

2. In accordance with accepted practices for the particular species in question;

3. As often as is necessary to accomplish the results intended in paragraphs 1. and 2. above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

e. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order;

2. Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

f. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

g. Fertilization: See Technical Provisions - Fertilization, Section 1., Paragraphs a. through e.

h. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a., b., c., and d.

4. WEED CONTROL

a. All weeds shall be continuously controlled at all sites.

b. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

c. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; non-landscaped portions of sites, as determined by the Director.

d. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

e. Chemical weed control: See Technical Provisions – Pesticide Use, Section 3., paragraph a.

f. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

5. IRRIGATION

a. All landscape sites shall at all times receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

b. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3.-Functions and Responsibilities, paragraph c., above. Said maintenance shall include, but not limited to: visual and operational inspections one (1) time per week; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

The Contractor is required to furnish a full-time (40 hours/week-52 weeks/year) irrigation technician/specialist, equipped with a truck, and the tools, equipment, and materials necessary to fulfill these irrigation specifications.

c. For the purposes of these Special Provisions, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties up to the amount of 11 percent of the Contractor's monthly base price as set forth in Exhibit C., Section 1., paragraph b. Repairs due to vandalism, theft, and acts or omissions by third parties in excess of the above indicated amount may be billed as Additional Work, per Exhibit C., Section 2., paragraph a.

d. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

e. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

f. Automatic irrigation systems shall:

1. Be inspected for, and repaired as necessary to ensure, proper operation, and coverage not less than one (1) time per week;

2. Be turned off during periods of rainfall, or as directed by District field staff;

3. Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

g. Manually operated irrigation systems shall:

1. Be operated only when Contractor's personnel are present on site;

2. Be inspected for, and repaired as necessary to ensure proper operation, and coverage not less than at each time of operation;

3. Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

h. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

i. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. DEBRIS/LITTER

a. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

b. Contractor shall make a minimum of one (1) visitation per week of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walks the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of this condition.

c. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

d. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2., paragraphs a. and b.

e. The Contractor shall dispose of all debris and litter as described in paragraphs a. and b. above off-site, and in a legal manner.

f. The Contractor shall notify the Director **immediately** whenever suspected hazardous waste materials are discovered on service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

g. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

7. GREENWASTE RECYCLING

a. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

b. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.)removed from contract sites by the Contractor, or any subcontractors thereunder, in performance of contract's Scope of Work.

c. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

d. The Contractor shall submit a Monthly Greenwaste Report (see Contract Documents-Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities, paragraph b., above. The Contractor shall provide responses to all information

requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

e. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

PROJECT E-2/09

TECHNICAL PROVISIONS - FERTILIZATION

1. SHRUB & GROUND COVER FERTILIZATION

a. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Apps.	Type of Fertilizer	Rates per 1000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
APR	1	23-5-10*	1.5	6.5 lbs
SEPT	1	23-5-10*	1.5	6.5 lbs

* 23-5-10/BEST® POLY SUPREME or approved equal

b. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

c. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said contract, per Section 8. – Use of Chemicals, paragraph a., above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b., above.

d. Written notification is required to Director five (5) days prior to fertilizer application.

e. For fertilizer application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

2. TREE FERTILIZATION

a. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

a. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

1. Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

2. Absolutely no injecting or drilling into tree trunk will be allowed.

3. Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

4. Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

c. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said contract, per Section 8. – Use of Chemicals, paragraph a., above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b., above.

d. Written notification is required to Director five (5) days prior to fertilizer application.

e. For fertilizer application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

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PROJECT E-2/09
TECHNICAL PROVISIONS – PESTICIDE USE

1. GENERAL

a. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.

b. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Agreement.

c. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

d. Before the beginning of contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used in the fulfillment of said contract, per Section 8., paragraph a., above. A valid written pesticide use recommendation for each pesticide so listed shall be submitted concurrently with this list. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, paragraph b., above, any changes, additions, deletions or substitutions to the recommended pesticides so listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

e. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

2. REPORTING SPECIFICATIONS

a. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require that copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

b. For pesticide application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

b. A five (5) working day written notice shall be given to the Director prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

a. Weed Control

1. All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice annually, as determined by the Director.

2. Appropriate chemical control must be used on the following weeds. This list is inclusive; other species may be added by the Director as necessary.

Bermuda Grass
Kikuyu Grass
Nutsedge
Field Bindweed
Spurge

3. Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

b. Snail Control

1. Snails shall be controlled on a regular basis on the following plant species:

Agapanthus africanus;
Aptenia sp.;
Gazania sp.;
Hemerocallis sp.

2. Snails shall be controlled on an as needed basis on all other plant material.

3. Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Insect and Disease Control

1. The Director may require that tree species which are being subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

2. The Director may require that all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

3. The Director may require that all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

4. The Director may require that all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

5. All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

d. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notice from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

PROJECT E-2/09
OPEN SPACE AREA LANDSCAPE MAINTENANCE

THE FOLLOWING PROVISIONS ARE INTENDED TO ADDRESS ROUTINE MAINTENANCE TASKS UNIQUE TO THIS PROJECT. SHOULD ANY CONFLICT ARISE BETWEEN THESE SPECIAL PROVISIONS AND PRECEDING SPECIFICATIONS SECTIONS OF THIS DOCUMENT, THESE SPECIAL PROVISIONS SHALL PREVAIL.

1. GENERAL

a. All open space areas shall be maintained in a thrifty condition, free of unwanted plant species, as determined by the Director.

b. Non-woody plantings (i.e., grasses, annual forbs) shall be trimmed to a height of twenty-four inches (24") or lower not less than one (1) time per year, as determined by the Director.

c. Woody slope plantings shall be maintained in a manner that minimizes the accumulation of dead wood. This shall be accomplished by means of periodic trimming, pruning, and/or roguing, as determined by the Director.

d. An twenty-four inch-wide (24") band of bare soil shall be continuously maintained wherever open space areas abut residential parcels.

e. Newly planted and/or establishing tree and woody shrub plantings shall receive irrigation adequate to maintain soil moisture and plant vigor; in no case shall the interval between irrigations be greater than once per week. This work may require the use of a water tanker. Contractor shall be liable for replacement of any new or establishing plant materials lost due to Contractor's negligence, as determined by Director.

f. Watering basins for newly planted and/or establishing tree and woody shrub plantings shall be continuously maintained and kept free of unwanted plant species until properly established, as determined by Director.

g. All areas damaged by erosion shall be immediately repaired to the originally intended condition and soil. Contractor shall be liable for the cost of repairing all erosion damage caused by Contractor's negligence.

h. All areas damaged by rodent burrowings shall be immediately repaired to the originally intended condition and soil.

i. All catch basins, drain lines, brow ditches, and lower slope swale areas shall at all times be kept clean and clear for proper drainage.

j. Minimum flow channels shall be maintained in a manner that assures unimpeded flow of nuisance water per limits of design intent. This work may require periodic thinning/roguing of existing riparian plants, as determined by Director.

2. MAINTENANCE ROADS & CROSSINGS

a. All Maintenance Road/Crossing areas damaged by Contractor's operations shall be immediately repaired to the original intended surface condition at no additional cost to the District.

b. All Maintenance Road catch basins, drain lines, and Crossing culverts shall at all times be kept clean and clear for proper drainage.

a. Concrete Crossing surfaces shall be kept in a "broom clean" condition at all times.

PROJECT LOCATION MAP ON FOLLOWING PAGE

MV00200047

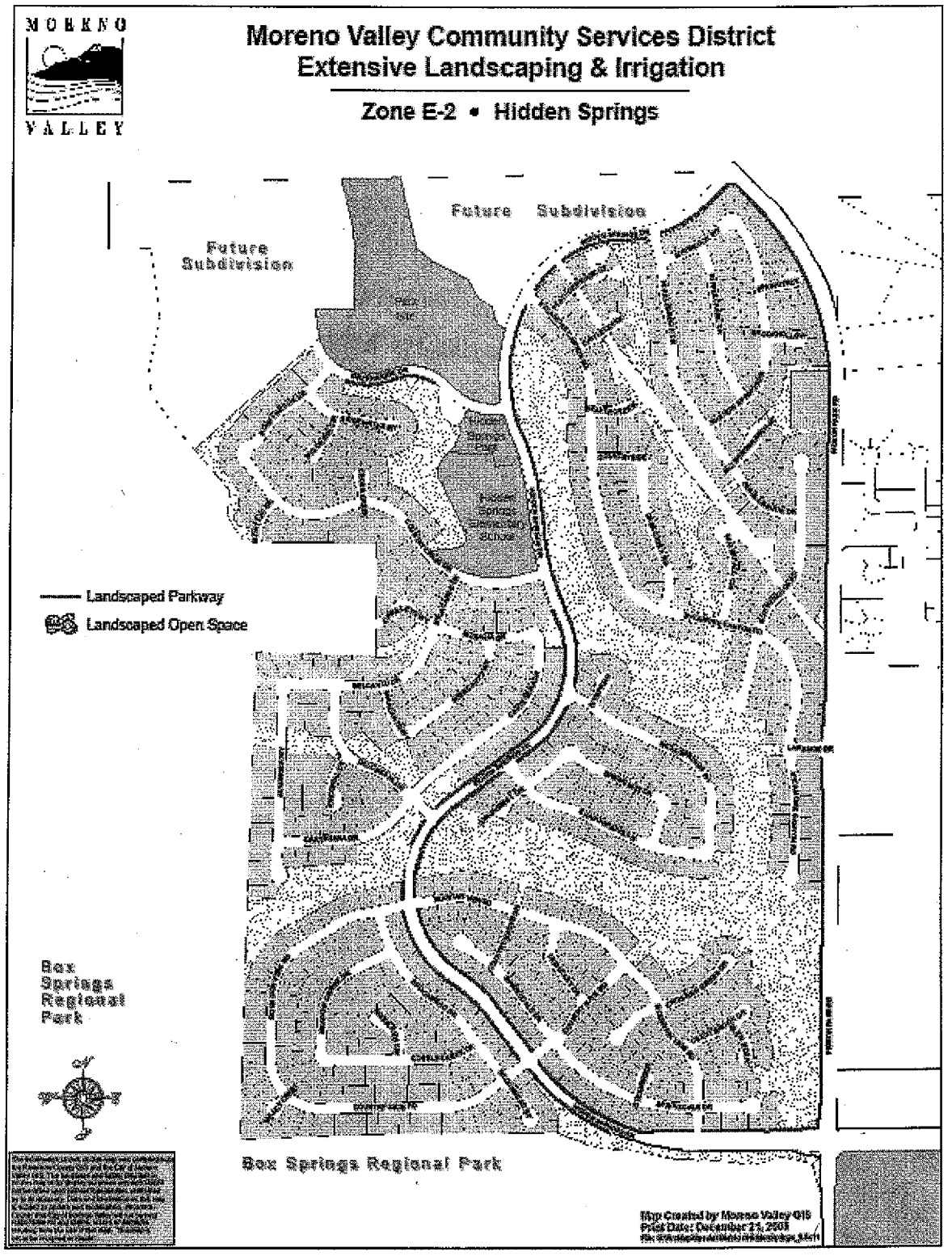
MORENO VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E-2 • Hidden Springs
Future Subdivision
Future Subdivision
Landscaped Parkway
Landscaped Open Space
Box Springs Regional Park
Box Springs Regional Park

PROEJCT E-2/09

EXHIBIT B
DISTRICT RESPONSIBILITIES

1. CONTRACT SUPERVISION

a. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his delegated representative(s), hereinafter designated as "Director."

b. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity, and communications), and to maintain their appurtenances (i.e., water and electrical meters, backflow devices). The District will pay the costs of water, electricity, and communications used in the sites covered by this Contract. The Contractor shall report to the Director any interruption of these services for whatever reason immediately upon Contractor's observation of same.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

a. The District shall maintain in full force and effect throughout the entire term of the contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this contract.

b. Director must give consent in writing prior to application of any Category I pesticide.

PROJECT E-2/09
EXHIBIT C

PAYMENT TERMS

1. CONTRACTOR'S COMPENSATION

a. The Contractor will be paid monthly per site for work performed satisfactorily under this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports of: 1) maintenance performed, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month. These reports shall be accompanied by a billing in accordance with the Contract price for the work performed, and shall become the basis for payment. No payment(s) shall be made until aforesaid reports have been submitted, and approved.

b. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of **FIFTEEN THOUSAND SEVEN HUNDRED dollars and 00/100 ($15,700.00)** per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed **ONE HUNDRED EIGHTY-EIGHT THOUSAND FOUR HUNDRED DOLLARS and 00/100 ($188,400.00)**, except as provided for in Section 2., paragraph c. below.

c. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

a. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain work in addition to that set forth herein as Contractor's Scope of Work. Said Additional Work shall include, but is not limited to: Section 2., paragraph c. below ("Additional Landscape Areas"), and; Exhibit A work tasks described as Additional Work

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Additional Work Price List, Sections A., B., or C., or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2., paragraph b. below, the

Contractor shall not perform any such Additional Work without first obtaining express authorization from the District.

b. Notwithstanding the above requirement for prior authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the District for approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

c. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made of a new installation, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in the Exhibit E, Additional Work Price List, Section B., shall be prorated from the day the Contractor commences work on the additional areas.

d. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge <u>only</u> for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Additional Work Price List, Section A. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and 2) vandalism, theft, and acts or omissions by third parties up to the amount of 11 percent of Contractor's monthly base price as set forth in subsection 1.b. above.

e. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs a., b., and c. above in excess of the cumulative total of $30,500 for each contract year during the term of this Contract.

3. <u>PAYMENT DEDUCTIONS</u>

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

a. Work required in the General or Special Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

b. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delay occasioned by the failure of the District, or of the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to Contractor from District, will be presented to the Contractor by the Director prior to actual deduction to allow for explanations.

PROJECT E-2/09
EXHIBIT D

TERM OF CONTRACT

1. TERM OF CONTRACT

a. Following approval by both parties, the Contract will commence on July 1, 2009, and shall terminate twelve (12) months thereafter.

b. At the expiration of its term, the Contract may be extended for up to three additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph b.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Agreement, or any extension thereof.

c. In considering the option to extend the Contract, as set forth in paragraph b. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on verifiable increases in cost to the Contractor to provide services required under Contractor's Scope of Work or the current regional Consumer Price Index as published by the Bureau of Labor Statistics, whichever basis is agreed to by both parties.

d. At the expiration of its term, the Contract may, with the concurrence of both parties, be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph d.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Agreement, or any extensions thereof.

e. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Community Services District. In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the Community Services District does not grant necessary funding appropriations and/or program approval, then the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

MV00200053

SCHEDULE II

BID SCHEDULE

PROPOSER: Tropical Plaza Nursery, Inc.
(Company Name)

SITE	COST PER MONTH	COST FOR TWELVE MONTHS
PARKWAYS	5,495.00	65,940.00
OPEN SPACE (Irrigated)	7,065.00	84,780.00
OPEN SPACE (Non-Irrigated)	3,140.00	37,680.00
TOTALS	15,700.00	188,400.00

Total Proposal Amount in figures: $ 188,400 and 00 /100's Dollars

Total Proposal Amount in words: One hundred eighty eight thousand four hundred and 00 /100's Dollars

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway irrigation and landscaping as set forth in Exhibit A of this contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 1 has/have been received and is/are made a part of this proposal.

, President September 15, 2008
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

MV00200054

R.F.P. # E-2/09
EXHIBIT E – cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

A. Prices for Emergency Work, Additional Work, and Routine Irrigation Repair, per Section 3., paragraphs d., e., and g. of the Terms & Conditions, Section 4., paragraph m. of the General Provisions, and Section 6., paragraph f., of the Special Provisions.

UNIT PRICES

1.	Pop-up sprink. In place:	4"	@	$ 14.75	ea
		6"	@	$ 20.00	ea
		12"	@	$ 24.00	ea
2.	Pop-up gear drive sprink. in place:	4"	@	$ 24.00	ea
		12"	@	$ 40.00	ea
3.	Fixed Shrub sprink. In place:		@	$ 10.00	ea
4.	Fixed shrub gear drive sprink. In place:		@	$ 21.00	ea
5.	1 gal. shrub/vine/ground cover in place		@	$ 6.50	ea
6.	5 gal. shrub/vine/ground cover in place		@	$ 20.00	ea
7.	5 gal. tree in place (stakes incl)		@	$ 20.00	ea
8.	15 gal. tree in place (stakes incl)		@	$ 85.00	ea
9.	24" box tree in place (stakes incl)		@	$ 250.00	ea
10.	36" box tree in place (guy wires incl)		@	$ 650.00	ea
11.	Flat of ground cover in place		@	$ 18.00	ea
12.	Planter bed mulch in place		@	$ 35.00	/cu. yd
13.	Additional labor		@	$ 20.00	/man hour
14.	Additional supervision		@	$ 30.00	/man hour
15.	Additional Irrigation Technician		@	$ 35.00	/man hour

PROPOSER: Tropical Plaza Nursery, Inc.
(Company Name)

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

COST SECTION A, (ADD ITEMS 1 THROUGH 15: FROM PREVIOUS PAGE) $ 1,323.25

ROUTINE IRRIGATION REPAIR PRICES

A. Irrigation repair parts for routine repairs @ cost plus 15 %

COMPUTE TOTAL COST, SECTION A:

STEP 1: MULTIPLY "COST SECTION A" BY THE "COST PLUS" PERCENTAGE ENTERED FOR ITEM A. 18. ABOVE

STEP 2: ADD THE COMPUTATION RESULT TO "COST SECTION A" AND ENTER BELOW

TOTAL COST OF SECTION A = $ 1,521.74

B. Unit prices for Additional Work (additional landscape areas) per Section 3., paragraph f.

1. Additional parkway areas, planters, open space (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ .015 /sq. ft./mo.

TOTAL COST SECTION B:
ITEM 1. ABOVE = $ .015

C. Any other Additional Work shall be quoted per Section 3., paragraph d. of the Terms & Conditions. TOTAL ADDITIONAL WORK PRICE COST:

SUM OF TOTAL COSTS FOR SECTIONS A & B = $ 1,521.75

PROPOSER: Tropical Plaza Nursery, Inc.
(Company Name)

R.F.P. # E-2/09
EXHIBIT E – cont.

CONTRACT PROPOSAL

The undersigned declares that he has carefully examined the location(s) of the proposed work, that he has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth on the following proposal. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM BASE COMPENSATION SHEET):
One hundred eighty eight thousand four hundred dollars and 00/100 ----------
(Dollar Amount in Words)

$ 188,400.00
(Dollar Amount in Figures)

TOTAL ADDITIONAL WORK PRICE COST (FROM ADDITIONAL WORK PRICE LIST):
One thousand five hundred twenty one dollars and 75/100 ----------
(Dollar Amount in Words)

$ 1,521.75
(Dollar Amount in Figures)

TOTAL COMBINED BASE COMPENSATION AMOUNT AND ADDITIONAL WORK PRICE COST:
One hundred eighty nine thousand nine hundred twenty one dollars and 75/100 —
(Dollar Amount in Words)

$ 189,921.75
(Dollar Amount in Figures)

Date: September 15, 2008

Proposer: Tropical Plaza Nursery, Inc.
(Company Name)

By: [signature]
(Signature)

Title: President

State License Number and Classification: No. 519398 class No. C-27

If a corporation, complete the following:
INCORPORATED UNDER LAWS OF THE STATE OF California

PRESIDENT [signature]

(Corporate Seal)

SECRETARY [signature]

MV00200057

POA #: 510003

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Philip E. Vega, Frank Morones

of Covina, CA its true and lawful Attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Five Million Dollars and no/100 ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/08 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 20th day of June, A.D. 2005.

SURETEC INSURANCE COMPANY

By: _____

B.J. King, President

State of Texas ss:
County of Harris

On this 20th day of June, A.D. 2005 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

Michelle Denny
Notary Public
State of Texas
My Commission Expires
August 27, 2008

Michelle Denny, Notary Public
My commission expires August 27, 2008

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 15th day of September, 20 08, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

On 9/15/2008 (Date) before me, Philip Vega, Notary public (Here insert Name and Title of the Officer)

personally appeared Frank Morones (Name(s) of Signer(s))

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

PHILIP VEGA
Commission # 1799866
Notary Public - California
Los Angeles County
My Comm. Expires May 31, 2012

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

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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ACKNOWLEDGMENT

State of California

County of Orange

On September 15, 2008 before me, Dolores Segura,

A Notary Public in and for said State personally appeared Leslie T. Fields, President

Of Tropical Plaza Nursery, Inc.

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

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

WITNESS my hand and official seal.

Signature Dolores Segura

DOLORES SEGURA
Commission # 1534697
Notary Public - California
Orange County
My Comm. Expires Dec 16, 2008

(Seal)

R.F.P. # E-2/09
EXHIBIT E – cont.

AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is cash, a cashier's check, or a certified check, or a Proposal Surety Bond for 10%, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated September 15, 2008

Signature of Proposer

By Leslie T. Fields, President

Address of Proposer 9642 Santiago Blvd.
Villa Park, CA 92861

Telephone Number of Proposer (714) 998-4100

Names and Addresses of Members of the Firm:

Leslie T. Fields, President 10621 Morada Drive Orange Park Acres, CA 92669

Katrina J. Fields, Secretary/Treasurer 10621 Morada Drive Orange Park Acres, CA 92669

(If a Corporation)

Signature of Proposer /

By Katrina J. Fields,

Title Secretary/Treasurer

Business Address 9642 Santiago Blvd.
Villa Park, CA 92861

R.F.P. # E-2/09
EXHIBIT E – cont.

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of California

State License Number and Classification # 519398 Class C-27

PRESIDENT _____
Leslie T. Fields

SECRETARY _____
Katrina J. Fields

TREASURER _____
Katrina J. Fields

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF Orange)§

(NAME) Leslie T. Fields, affiant being first duly sworn, deposes and says:

That he or she is President of
(sole owner, partner or other proper title)
Tropical Plaza Nursery, Inc. the party making the
(Contractor)
foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: Tropical Plaza Nursery, Inc.

Bidder's Address: 9642 Santiago Blvd.

Villa Park, CA 92861

Telephone No.: (714) 998-4100

(Signature of Bidder) President (Title)

ALL SIGNATURES MUST BE NOTARIZED

ACKNOWLEDGMENT

State of California

County of Orange

On September 15, 2008 before me, Dolores Segura, Notary Public

A Notary Public in and for said State personally appeared Leslie T. Fields, President

of Tropical Plaza Nursery, Inc.

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

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

WITNESS my hand and official seal.

Signature Dolores Segura

DOLORES SEGURA
Commission # 1534697
Notary Public - California
Orange County
My Comm. Expires Dec 16, 2008

(Seal)

R.F.P. # E-2/09
EXHIBIT E – cont.

PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Tropical Plaza Nursery, Inc.

as principals, and SureTec Insurance Company a duly authorized corporate surety, Business Address 3033 5th Ave. San Diego, CA 92103

Phone (619) 400-4106 are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of Ten Percent of Amount Bid Dollars, ($ 10% of amount bid), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about to hand in and submit to the Board of Directors of the Moreno Valley Community Services District, a proposal for **PROJECT NO. E-2/09 - HIDDEN SPRINGS MAINTENANCE OF PARKWAY & OPEN SPACE LANDSCAPING AND IRRIGATION**, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said Board of Directors, and if the said principal shall fail or neglect to enter into a Contract therefor within the required time, then in that case the undersigned obligors will pay to the Moreno Valley Community Services District the full sum of Ten Percent of Amount Bid Dollars, ($ 10% of amount bid), as liquidated damages for such failure and neglect.

WITNESS our hands this 15th day of September, 2008

(SIGNATURE PAGE FOLLOWS)

R.F.P. # E-2/09
EXHIBIT E – cont.

Proposal Surety Bond (cont.)

PRINCIPAL	CORPORATE SURETY
Name: Tropical Plaza Nursery, Inc.	Name: SureTec Insurance Company
Address: 9642 Santiago Blvd.	Address: 3033 5th Ave. San Diego, CA 92103
Villa Park, CA 92861	
Tel. No.: 714 283-4111	Tel. No.: 619 400-4106
By:	By: Frank Morones Attorney-in-Fact

NOTE: **This bond must be executed by both parties, and in the case of a corporation, with the corporate seal affixed. All signatures must be acknowledged (attach Acknowledgments). The attorney-in-fact for the bonding company must be registered in at least one county in the State of California.**

BOND NO.:

FAITHFUL PERFORMANCE BOND
PROJECT NO. E-2/09

MAINTENANCE OF PARKWAY AND OPEN SPACE
LANDSCAPING AND IRRIGATION

WHEREAS the Board of Directors of the Moreno Valley Community Services District, State of California, and TROPICAL PLAZA NURSERY, INC., hereinafter designated as "Principal," have entered into an Agreement whereby Principal agrees to maintain certain designated public improvements, which said Agreement, dated _____, 20____, and identified as PROJECT NO. E-2/09 is hereby referred to, and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement,

NOW, THEREFORE, we, the Principal, and SURETEC INSURANCE COMPANY as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of ONE HUNDRED EIGHTY EIGHT THOUSAND FOUR HUNDRED NO/100 dollars ($ 188,400.00) (words and figures) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The conditions of this obligation are such that if the above-bounded Principal, his heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement, and any alteration thereof made as therein provided on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the Moreno Valley Community Services District, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force, and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Moreno Valley Community Services District in successfully enforcing such obligation, all to be taxed as costs, and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the specifications.

PROJECT E-2/09
FAITHFUL PERFORMANCE BOND - cont.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on DEC. 16TH, 2008.

PRINCIPAL	SURETY
Name: TROPICAL PLAZA NURSERY, INC.	Name: SURETEC INSURANCE COMPANY A-(VDCA
Address: 9642 SANTIAGO BLVD.	Address: 3033 5TH AVE. SUITE 300
VILLA PARK, CA 92861	SAN DIEGO, CA 92130
Telephone Number: 714-998-4100	Telephone Number: 800-288-0351
By:	By: FRANK MORONES
Title: President	Title: ATTORNEY-in-FACT
By:	By:
Title: Secretary / Treasurer	Title:

Approved as to form this 5TH day of March, 2009.

City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)

RISK MANAGEMENT
Approved
3-9-09

BOND NO.:
MATERIALS AND LABOR BOND
PROJECT NO. E-2/09

MAINTENANCE OF PARKWAY AND OPEN SPACE
LANDSCAPING AND IRRIGATION

KNOW ALL MEN BY THESE PRESENTS,

THAT TROPICAL PLAZA NURSERY, INC., as Principal, and SURETEC INSURANCE COMPANY, as Surety, as held firmly bound unto the Moreno Valley Community Services District, in the just and full amount of ONE HUNDRED EIGHTY EIGHT THOUSAND FOUR HUNDRED NO/100 dollars ($ 188,400.00) (amount in words and figures), for the payment whereof, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Given under our hands and sealed with our seals this 16TH day of DECEMBER, 2008.

The condition of the foregoing obligation is such that,

WHEREAS, the above-named Principal is about to enter into a Contract with the Moreno Valley Community Services District whereby said principal agrees to maintain the Streetscape Landscaping and Irrigation at PROJECT NO. E-2/09, as provided in said Contract, which said Contract is hereby referred to and made a part hereof to the same extent as if the same were herein specifically set forth;

NOW, THEREFORE, if the said Principal or any subcontractor of said Principal shall fail to pay for any materials, provisions, provider of other supplies, or teams used in, upon, for or about the performance of said work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety will pay for the same in an amount not exceeding the sum hereinabove specified, and in case suit is brought hereon, a reasonable attorney's fee to be fixed by the Court, otherwise this bond shall be void and of no effect;

PROVIDED, that no amendment, change, extension of time, alteration, or addition to said Contract or Agreement, or of any feature or item or items or performance required therein or thereunder shall in any manner effect the obligation of the undersigned on or under this bond; and the surety does hereby waive notice of such amendment, limitation of time for bringing action on this bond by the District change, extension of time, alteration or addition to said Contract or Agreement, and of any feature or item or items of performance required herein or thereunder.

This bond shall inure to the benefit of any and all persons entitled to file claims under Sections 3181 through 3187 of the Civil Code of the State of California, and shall give right of action to such persons or their assigns in any suit brought upon this bond.

PROJECT E-2/09
MATERIALS & LABOR BOND - cont.

WITNESS our hands this 16TH day of DECEMBER, 2008

PRINCIPAL	SURETY
Name: TROPICAL PLAZA NURSERY, INC.	Name: SURETEC INSURANCE COMPANY
Address: 9642 SANTIAGO BLVD.	Address: 3033 5TH AVE. SUITE 300
VILLA PARK, CA 92861	SAN DIEGO, CA 92130
Telephone Number: 714-998-4100	Telephone Number: 800-288-0351
By:	By: FRANK MORONES
Title: President	Title: ATTORNEY-in-FACT
By:	By:
Title: Secretary / Treasurer	Title:

Approved as to form this 5TH day of MARCH, 2009.

City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)

..SK MANAGEME..
Approved
3-4-09

CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that:
- ☒ STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois A++ (CA)
- ☐ STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
- ☐ STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas or
- ☐ STATE FARM INDEMNITY COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

CITY OF MORENO VALLEY SPECIAL DISTRICTS 2008 NOV 25 PM 12:50

NAMED INSURED: TROPICAL PLAZA NURSERY INC.				
ADDRESS OF NAMED INSURED: 9642 SANTIAGO BLVD VILLA PARK, CA 92867-2521				
POLICY NUMBER	F60 0202-F05-75	F60 0202-F05-75		
EFFECTIVE DATE OF POLICY	12/05/08-12/05/09	12/05/08-12/05/09		
DESCRIPTION OF VEHICLE (Including VIN)	FLEET	EMPOLYERS NON OWNED AUTOS		
LIABILITY COVERAGE	☒ YES ☐ NO	☒ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
LIMITS OF LIABILITY a. Bodily Injury Each Person				
Each Accident				
b. Property Damage Each Accident				
c. Bodily Injury & Property Damage Single Limit Each Accident	1 MILLION	1 MILLION		
PHYSICAL DAMAGE COVERAGES a. Comprehensive	☐ YES ☒ NO $ Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible
b. Collision	☐ YES ☒ NO $ Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	☐ YES ☐ NO	☒ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
HIRED CAR LIABILITY COVERAGE	☐ YES ☐ NO	☒ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	☐ YES ☐ NO	☒ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO

RISK MANAGEMENT Approved 11-21-08

Signature of Authorized Representative	Title	Agent's Code Number	Date
	AGENT	75-3539	10/10/08

Name and Address of Certificate Holder	Name and Address of Agent
CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT AND COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY P.O. BOX 88005 MORENO VALLEY, CA 92705 CONTACT: ENTERPRISE SVCS.ADMIN.	VANCE ORAND, AGENT LIC#0543786 220 S. TUSTIN AVE. ORANGE, CA 92866 714-639-6616 FAX 714-997-5103

INTERNAL STATE FARM USE ONLY:
- ☒ Request permanent Certificate of Insurance for liability coverage.
- ☒ Request Certificate Holder to be added as an Additional Insured.

122429.2 Rev. 06-10-2004

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/30/2009

PRODUCER (559)650-3555 FAX (559)650-3558
Landscape Contractors (Lic#0755906)
Insurance Services, Inc.
1835 N. Fine Avenue
Fresno, CA 93727

THIS CERTIFICATE ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Tropical Plaza Nursery, Inc.
9642 Santiago Blvd.
Villa Park, CA 92861

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Employers Direct Insurance Co	11555
INSURER B: NR-2 (CA)	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY / PRO-JECT / LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR / CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	LP-000068-00	04/01/2009	04/01/2010	X WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

RISK MANAGEMENT
Approved
M. Alonzo 4-7-09

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: All landscape operations performed by or on behalf of the named insured.

RECEIVED
APR - 6 2009
RISK MANAGEMENT

CERTIFICATE HOLDER

City of Moreno Valley
Moreno Valley Community Services District
Community Redevelopment Agency of the City of the City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Debbie Cerkueira/NANETT Debbie Cerkueira

©ACORD CORPORATION 1988

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/24/2009

PRODUCER
VANCE ORAND STATE FARM INSURANCE AGENCY INC.
220 S TUSTIN
ORANGE, CA 92866-2322

THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
TROPICAL PLAZA NURSERY INC.
9642 SANTIAGO BLVD
VILLA PARK, CA 92867-2521

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Farm General Insurance Company 25151 A-	25151 (XV) CA
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY / PRO-JECT / LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
A	X	AUTOMOBILE LIABILITY ANY AUTO X ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS x Designated Inrd	F60-0202-F05-75G-922	12/05/09	12/05/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO	RISK MANAGEMENT Approved			AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR / CLAIMS MADE DEDUCTIBLE RETENTION $	By 12/16-09 Date			EACH OCCURRENCE AGGREGATE	$ $ $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS / OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A		OTHER FLEET POLICY	F60-0202-F05-75G	12/05/09	12/05/10	1 MIL/NO DED	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER
City of Moreno Valley, Moreno
Valley Community Services District
And Community Redevelopment Agency
of The City of Moreno Valley
P.O. Box 88005
Moreno Valley, Ca 92705
Contact: Enterprise Svcs Admin.

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
VANCE ORAND

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/27/2009

PRODUCER (559) 650-3555 FAX: (559) 650-3558
Landscape Contractors (Lic#0755906)
Insurance Services, Inc.
1835 N. Fine Avenue
Fresno CA 93727

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Tropical Plaza Nursery, Inc.
9642 Santiago Blvd.
Villa Park, CA 92861

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Star Insurance Company A-(VI)(DCA	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR / CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				Y / WC STATUTORY LIMITS / OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC-0453315	7/24/2009	4/1/2010	E.L. EACH ACCIDENT	$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

CITY OF MORENO VALLEY
SPECIAL DISTRICTS
2009 AUG 12 PM 1:30

RISK MANAGEMENT
Approved
By M. Elong Date 8-10-09

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: All landscape operations performed by or on behalf of the named insured.

Note a 10-day notice of cancellation will be given for non-payment of premiums or non-reporting of payroll.

CERTIFICATE HOLDER

City of Moreno Valley
Moreno Valley Community Services District
Community Redevelopment Agency of the Cit
the City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
D Cerkueira/NWILLO

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The ACORD name and logo are registered marks of ACORD

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/11/2009

PRODUCER (559)650-3555 FAX (559)650-3558
Landscape Contractors (Lic#0755906)
Insurance Services, Inc.
1835 N. Fine Avenue
Fresno, CA 93727

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Tropical Plaza Nursery, Inc.
9642 Santiago Blvd.
Villa Park, CA 92861

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ARCH Insurance Company A(XV)	11150 CA
INSURER B: Firemans Fund InsuranceCompany	21873 A(XV) CA
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X XCU COVERAGE X $500 PD DED GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PROJECT LOC	LCPKG0143100	02/14/2009	02/14/2010	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
B		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ N11	SUO 8196 1609	02/14/2009	02/14/2010	EACH OCCURRENCE	$ 2,000,000
						AGGREGATE	$ 2,000,000
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

Note: A 10 day notice of cancellation will be given for non-payment of premiums or non-reporting of payroll.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: All landscape operations performed by or on behalf of the named insured.
Primary Insurance: Blanket Additional Insured per Attached 00GL0434000108

City of Moreno Valley, Moreno Valley Community Services District & Community Redevelopment Agency of the City of Moreno Valley are named as Additional Insured's. (EXCLUDING PROFESSIONAL LIABILITY)

RECEIVED
FEB 13 2009
RISK MANAGEMENT

RISK MANAGEMENT
Approved
M. Alonzo 2-18-09

CERTIFICATE HOLDER

City of Moreno Valley
Moreno Valley Community Services District
Community Redevelopment Agency of the City of the City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~XXXXXXXX~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~XXXXXXX

BLANKET ADDITIONAL INSURED PROTECTION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any organization or person required to be named as an additional insured pursuant to a written contract or agreement.

The insurance provided by this endorsement is subject to the following:

a. This insurance does not apply to any person or organization not specifically approved by us as an additional insured.

b. Any insurance afforded an additional insured under this endorsement shall not begin before the date that the person or organization is approved by us as an additional insured.

c. ,The Limits of insurance under this insurance, which are listed in the Declarations of this policy, shall not be increased, regardless of the number of additional insureds, or the limits specified in the contract or agreement.

d. Any coverage that is not provided under an additional insured's liability insurance policy for your acts, errors, or omissions is also not provided under this insurance.

e. With respects to the additional insured, this insurance does not apply to: 1. "Property Damage" to "your product" arising out of it or any part of it. 2. "Property Damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard". 3. Liability for "Property Damage" or "Bodily injury" for acts, errors, omissions of an additional insured.

f. If required under written contract, this insurance will apply to an additional insured as primary insurance and other insurance which may be available to such additional insured shall apply on an excess basis.

g. If required by a written contract, we waive our right to recovery against any additional insured because of payments we make for injury or damage arising out of :your ongoing operations, or "your work" done under a contract with that additional insured and included in the "products completed operations hazard".

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: N/A

Policy Number: LCPKG0143100

Named Insured: Tropical Plaza Nursery, Inc.

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date: 02/14/2009

 Includes copyrighted material of Insurance Services Office, Inc .with its permission

EXTENSION AGREEMENT
PROJECT NO. E-2/09– HIDDEN SPRINGS
MAINTENANCE OF LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **Tropical Plaza Nursery, Inc.** (hereafter, "Contractor").

WHEREAS, the District and Contractor entered into an agreement dated March 10, 2009, referencing Project No. E-2/09 regarding maintenance of District landscaping and irrigation systems (hereafter, "Agreement").

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement by a period of twelve (12) months under the following additional terms:

1. The extension period shall commence on **July 1, 2010**, and shall terminate on **June 30, 2011.**

2. In accordance with paragraph 5(b) of the Agreement, this Extension shall be considered the first extension of the Agreement AND THE Agreement may be extended for up to two (2) additional twelve (12) month periods with the concurrence of both parties.

3. Notwithstanding paragraph 3(b) of the Agreement, for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension the total amount of **FIFTEEN THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS ($15,700.00)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **ONE HUNDRED EIGHTY-EIGHT THOUSAND FOUR HUNDRED AND 00/100 DOLLARS ($188,400.00).**

4. Notwithstanding paragraph 3(f) of the Agreement, the unit cost set forth in the Additional Work Price List, Section B. for any landscape areas added to the project during the period of this Extension shall be as follows:

   a. Additional parkway areas, planters (trees up to 18-feet height, shrubs, ground cover included, as applicable). **$0.015/sq. ft./mo.** .

5. Notwithstanding paragraph 3(h) of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **THIRTY THOUSAND NINE HUNDRED AND 00/100 DOLLARS ($30,900.00).**

6. Except as set forth above, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

Dated: 5-12-10

MORENO VALLEY COMMUNITY SERVICES DISTRICT

By: Bonnie Flickinger
Mayor, acting in the capacity
of President to the Moreno
Valley Community Services District

CONTRACTOR:

Signature

Leslie T. Fields
Printed Name

President
Title

Tropical Plaza Nursery, Inc.
Company Name

Signature

Katrina J. Fields
Printed Name

Secretary / Treasurer
Title

(Corporate Seal)

Approved as to form this 3 day of May, 2010.

City Attorney, in the capacity
of General Legal Counsel to the
Moreno Valley Community Services
District

BOND NO.:
MATERIALS AND LABOR BOND
PROJECT NO. E-2/09

MAINTENANCE OF PARKWAY AND OPEN SPACE
LANDSCAPING AND IRRIGATION

KNOW ALL MEN BY THESE PRESENTS,

THAT TROPICAL PLAZA NURSERY, INC., as Principal, and SURETEC INSURANCE COMPANY (A-(W)C), as Surety, as held firmly bound unto the Moreno Valley Community Services District, in the just and full amount of ONE HUNDRED EIGHTY EIGHT THOUSAND FOUR HUNDRED NO/100 dollars ($ 188,400.00) (amount in words and figures), for the payment whereof, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Given under our hands and sealed with our seals this 2ND day of MARCH, 2010.

The condition of the foregoing obligation is such that,

WHEREAS, the above-named Principal is about to enter into a Contract with the Moreno Valley Community Services District whereby said principal agrees to maintain the Streetscape Landscaping and Irrigation at PROJECT NO. E-2/09, as provided in said Contract, which said Contract is hereby referred to and made a part hereof to the same extent as if the same were herein specifically set forth;

NOW, THEREFORE, if the said Principal or any subcontractor of said Principal shall fail to pay for any materials, provisions, provider of other supplies, or teams used in, upon, for or about the performance of said work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety will pay for the same in an amount not exceeding the sum hereinabove specified, and in case suit is brought hereon, a reasonable attorney's fee to be fixed by the Court, otherwise this bond shall be void and of no effect;

PROVIDED, that no amendment, change, extension of time, alteration, or addition to said Contract or Agreement, or of any feature or item or items or performance required therein or thereunder shall in any manner effect the obligation of the undersigned on or under this bond; and the surety does hereby waive notice of such amendment, limitation of time for bringing action on this bond by the District change, extension of time, alteration or addition to said Contract or Agreement, and of any feature or item or items of performance required herein or thereunder.

This bond shall inure to the benefit of any and all persons entitled to file claims under Sections 3181 through 3187 of the Civil Code of the State of California, and shall give right of action to such persons or their assigns in any suit brought upon this bond.

RISK MANAGEMENT
Approved

M. Alvarez 5-11-10
By Date

PROJECT E-2/09
MATERIALS & LABOR BOND - cont.

WITNESS our hands this 2ND day of MARCH, 2010.

PRINCIPAL	SURETY
Name: TROPICAL PLAZA NURSERY, INC.	Name: SURETEC INSURANCE COMPANY A-(VII)CA
Address: 9642 SANTIAGO BLVD.	Address: 3033 5TH AVE. SUITE 300
VILLA PARK, CA 92861-2521	SAN DIEGO, CA 92103
Telephone Number: 714-998-4100	Telephone Number: 800-288-0351
By:	By:
Title: Leslie T. Fields President	Title: FRANK MORONES, ATTORNEY-in-FACT
By:	By:
Title: Katrina J. Fields, Sec/Treasurer	Title:

Approved as to form this 3 day of May, 2010.

City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)

POA #: 510003

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Phillip E. Vega, Frank Morones

of Covina, CA its true and lawful Attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Five Million Dollars and no/100 ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/09 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 20th day of June, A.D. 2005.

SURETEC INSURANCE COMPANY

By: _____

B.J. King, President

State of Texas ss:
County of Harris

On this 20th day of June, A.D. 2005 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

Michelle Denny
Notary Public
State of Texas
My Commission Expires
August 27, 2008

Michelle Denny

Michelle Denny, Notary Public
My commission expires August 27, 2008

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 2ND day of MARCH, 2010 A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of LOS ANGELES }

On 03/02/2010 (Date) before me, Philip Vega, Notary public (Here Insert Name and Title of the Officer)

personally appeared Frank Morones (Name(s) of Signer(s))

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

PHILIP VEGA
Commission # 1799866
Notary Public - California
Los Angeles County
My Comm. Expires May 31, 2012

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

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Orange } ss.

On 03/03/2010 (Date), before me, Dolores Segura, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),
personally appeared Leslie T. Fields and Katrina J. Fields (Name(s) of Signer(s)),

☐ personally known to me

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

DOLORES SEGURA
Commission # 1824652
Notary Public - California
Orange County
My Comm. Expires Dec 16, 2012

WITNESS my hand and official seal.

Place Notary Seal Above

Dolores Segura
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
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ISSUED IN TWO (2) ORIGINAL COUNTERPARTS

BOND NUMBER 5064166

*ANNUAL MAINTENANCE TERM DATES:
7/1/2010-6/30/2011

BOND NO.:

FAITHFUL PERFORMANCE BOND
PROJECT NO. E-2/09

MAINTENANCE OF PARKWAY AND OPEN SPACE
LANDSCAPING AND IRRIGATION

WHEREAS the Board of Directors of the Moreno Valley Community Services District, State of California, and TROPICAL PLAZA NURSERY, INC., hereinafter designated as "Principal," have entered into an Agreement whereby Principal agrees to maintain certain designated public improvements, which said Agreement, dated MARCH 10TH, 2009, and identified as PROJECT NO. E-2/09 is hereby referred to, and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement,

NOW, THEREFORE, we, the Principal, and SURETEC INSURANCE COMPANY A-(VII)CA as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of ONE HUNDRED EIGHTY EIGHT THOUSAND FOUR HUNDRED NO/100 dollars ($188,400.00) (words and figures) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The conditions of this obligation are such that if the above-bounded Principal, his heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement, and any alteration thereof made as therein provided on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the Moreno Valley Community Services District, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force, and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Moreno Valley Community Services District in successfully enforcing such obligation, all to be taxed as costs, and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the specifications.

RISK MANAGEMENT
Approved

By 5-11-10
Date

PROJECT E-2/09
FAITHFUL PERFORMANCE BOND - cont.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on MARCH 2, 2010.

PRINCIPAL	SURETY
Name: TROPICAL PLAZA NURSERY, INC.	Name: SURETEC INSURANCE COMPANY A(VII)CA
Address: 9642 SANTIAGO BLVD.	Address: 3033 5TH AVE SUITE 300
VILLA PARK, CA 92861-2521	SAN DIEGO, CA 92103
Telephone Number: 714-998-4100	Telephone Number: 800-288-0351
By:	By:
Title: Leslie T. Fields, President	Title: FRANK MORONES, ATTORNEY-in-FACT
By:	By:
Title: Katrina J Fields, Sec. Treasurer	Title:

Approved as to form this 3 day of May, 2010.

City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)

POA #: 510003

SureTec Insurance Company A-(VII) CA

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Philip E. Vega, Frank Morones

of Covina, CA its true and lawful Attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Five Million Dollars and no/100 ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/09 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 20th day of June, A.D. 2005.

SURETEC INSURANCE COMPANY

By: _____
B.J. King, President

State of Texas ss:
County of Harris

On this 20th day of June, A.D. 2005 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

Michelle Denny
Notary Public
State of Texas
My Commission Expires
August 27, 2008

Michelle Denny
Michelle Denny, Notary Public
My commission expires August 27, 2008

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 2ND day of MARCH, 2010 A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

MV00200087

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of LOS ANGELES

On 03/02/2010 (Date) before me, Philip Vega, Notary public (Here Insert Name and Title of the Officer)

personally appeared Frank Morones (Name(s) of Signer(s))

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

PHILIP VEGA
Commission # 1799866
Notary Public - California
Los Angeles County
My Comm. Expires May 31, 2012

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

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Orange } ss.

On 03/03/2010 (Date), before me, Doloves Segura, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),
personally appeared Leslie T. Fields and Katrina J. Fields (Name(s) of Signer(s)),

☐ personally known to me

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

DOLORES SEGURA
Commission # 1824652
Notary Public - California
Orange County
My Comm. Expires Dec 16, 2012

WITNESS my hand and official seal.

Place Notary Seal Above

Dolores Segura
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CERTIFICATE OF LIABILITY INSURANCE

2/5/2010

PRODUCER (559)650-3555 FAX: (559)650-3559
Landscape Contractors (Lic#0755906)
Insurance Services, Inc.
1025 N. Fine Avenue
Fresno CA 93727

INSURED
Tropical Plaza Nursery, Inc.
9642 Santiago Blvd.
Villa Park CA 92861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A ARCH Insurance Company A(X)C/N	11150
INSURER B Firemans Fund A(X)C/A	21873
INSURER C	
INSURER D	
INSURER E	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X $500 PD DED GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	LCPKG0143101	2/14/2010	2/14/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
B		EXCESS / UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	SVO 00072831072	2/14/2010	2/14/2011	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

RISK MANAGEMENT
Approved
By Date 3-11-10

Note: A 10 day notice of cancellation will be given for non-payment of premiums or non-reporting of payroll.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: All landscape operations performed by or on behalf of the named insured.
Primary Insurance: Blanket Additional Insured per Attached 0021043400100
City of Moreno Valley, Moreno Valley Community Services District & Community Redevelopment Agency of the City of Moreno Valley (Excluding Professional Liability) are named as additional insured

CERTIFICATE HOLDER

City of Moreno Valley
Moreno Valley Community Services District
Community Redevelopment Agency of the Cit
the City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~XXXXXXX~~MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~XXXXXX

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED PROTECTION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any organization or person required to be named as an additional insured pursuant to a written contract or agreement.

The insurance provided by this endorsement is subject to the following:

a. This insurance does not apply to any person or organization not specifically approved by us as an additional insured.

b. Any insurance afforded an additional insured under this endorsement shall not begin before the date that the person or organization is approved by us as an additional insured.

c. ,The Limits of Insurance under this insurance, which are listed in the Declarations of this policy, shall not be increased, regardless of the number of additional insureds, or the limits specified in the contract or agreement.

d. Any coverage that is not provided under an additional insured's liability insurance policy for your acts, errors, or omissions is also not provided under this insurance.

e. With respects to the additional insured, this insurance does not apply to: 1. "Property Damage" to "your product" arising out of it or any part of it 2. "Property Damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard". 3. Liability for "Property Damage" or "Bodily Injury" for acts, errors, omissions of an additional insured.

f. If required under written contract, this insurance will apply to an additional insured as primary insurance and other insurance which may be available to such additional insured shall apply on an excess basis.

g. If required by a written contract, we waive our right to recovery against any additional insured because of payments we make for injury or damage arising out of :your ongoing operations, or "your work" done under a contract with that additional insured and included in the "products completed operations hazard".

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: N/A

Policy Number: LCPKG0143101

Named Insured: Tropical Plaza Nursery, Inc.

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date: 02-14-2010

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/30/2010

PRODUCER
VANCE ORAND STATE FARM INSURANCE AGENCY INC.
220 S TUSTIN
ORANGE, CA 92866-2322

THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
TROPICAL PLAZA NURSERY INC.
9642 SANTIAGO BLVD
VILLA PARK, CA 92867-2521

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Mutual Auto Insurance Company 25178	25178
INSURER B: A(VII)	NL
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE	$
		POLICY / PRO-JECT / LOC				PRODUCTS - COMP/OP AGG	$
A	X	AUTOMOBILE LIABILITY	F60-0202-F05-75G-9ZZ	12/05/10	12/05/11	COMBINED SINGLE LIMIT (Ea accident)	$ 3,000,000
		ANY AUTO				BODILY INJURY (Per person)	$
		X ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		X SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		X HIRED AUTOS					
		X NON-OWNED AUTOS					
		X Designated Insd					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR / CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS / OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER FLEET POLICY	F60-0202-F05-75G	12/05/10	12/05/11	1 MIL/NO DED	

RISK MANAGEMENT Approved
By 12-14-10 Date

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

City of Moreno Valley, Moreno
Valley Community Services District,
And Community Redevelopment Agency of
The City of Moreno Valley
P.O. Box 88005
Moreno Valley, Ca 92705

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
VANCE ORAND

The registration notices indicate ownership of the marks by their respective owners
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/11/2009

PRODUCER (559)650-3555 FAX (559)650-3558
Landscape Contractors (Lic#0755906)
Insurance Services, Inc.
1835 N. Fine Avenue
Fresno, CA 93727

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Tropical Plaza Nursery, Inc.
9642 Santiago Blvd.
Villa Park, CA 92861

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ARCH Insurance Company A(XV)	11150 CA
INSURER B: Firemans Fund InsuranceCompany	21873 A(XV) CA
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X XCU COVERAGE X $500 PD DED GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	LCPKG0143100	02/14/2009	02/14/2010	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
B		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ N11	SUO 8196 1609	02/14/2009	02/14/2010	EACH OCCURRENCE	$ 2,000,000
						AGGREGATE	$ 2,000,000
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS / OTHER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

Note: A 10 day notice of cancellation will be given for non-payment of premiums or non-reporting of payroll.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: All landscape operations performed by or on behalf of the named insured.
Primary Insurance: Blanket Additional Insured per Attached 00GL0434000108

City of Moreno Valley, Moreno Valley Community Services District & Community Redevelopment Agency of the City of Moreno Valley are named as Additional Insured's. (EXCLUDING PROFESSIONAL LIABILITY)

RECEIVED
FEB 13 2009
RISK MANAGEMENT

RISK MANAGEMENT
Approved
M. Alonzo 2-18-09

CERTIFICATE HOLDER

City of Moreno Valley
Moreno Valley Community Services District
Community Redevelopment Agency of the City of the City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~XXXXXXXX~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE
Debbie Cerkueira/NANETT Debbie Cerkueira

©ACORD CORPORATION 1988

BLANKET ADDITIONAL INSURED PROTECTION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any organization or person required to be named as an additional insured pursuant to a written contract or agreement.

The insurance provided by this endorsement is subject to the following:

a. This insurance does not apply to any person or organization not specifically approved by us as an additional insured.

b. Any insurance afforded an additional insured under this endorsement shall not begin before the date that the person or organization is approved by us as an additional insured.

c. ,The Limits of insurance under this insurance, which are listed in the Declarations of this policy, shall not be increased, regardless of the number of additional insureds, or the limits specified in the contract or agreement.

d. Any coverage that is not provided under an additional insured's liability insurance policy for your acts, errors, or omissions is also not provided under this insurance.

e. With respects to the additional insured, this insurance does not apply to: 1. "Property Damage" to "your product" arising out of it or any part of it. 2. "Property Damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard". 3. Liability for "Property Damage" or "Bodily Injury" for acts, errors, omissions of an additional insured.

f. If required under written contract, this insurance will apply to an additional insured as primary insurance and other insurance which may be available to such additional insured shall apply on an excess basis.

g. If required by a written contract, we waive our right to recovery against any additional insured because of payments we make for injury or damage arising out of :your ongoing operations, or "your work" done under a contract with that additional insured and included in the "products completed operations hazard".

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: N/A

Policy Number: LCPKG0143100

Named Insured: Tropical Plaza Nursery, Inc.

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date: 02/14/2009

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/31/2010

PRODUCER (559) 650-3555 FAX: (559) 650-3558
Landscape Contractors (Lic#0755906)
Insurance Services, Inc.
1835 N. Fine Avenue
Fresno CA 93727

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Tropical Plaza Nursery, Inc.
9642 Santiago Blvd.
Villa Park CA 92861

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Star Insurance Company A-(VIII)	18025 CA
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PROJECT / LOC				EACH OCCURRENCE	$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
						PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY OCCUR / CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC-0453315-01	4/1/2010	4/10/2011	X WC STATUTORY LIMITS / OTHER	
						E.L. EACH ACCIDENT	$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

RISK MANAGEMENT
Approved
By: M. Lopez Date: 4/1/10

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: All landscape operations performed by or on behalf of the named insured. ***** 30-day notice of cancellation will be given for non-payment of premiums or non-reporting of payroll ***

CERTIFICATE HOLDER

City of Moreno Valley
Moreno Valley Community Services District
Community Redevelopment Agency of the Cit
the City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
D Cerkueira/KSAENZ

ACORD 25 (2009/01)
INS025 (2009/01)

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EXTENSION AGREEMENT
PROJECT NO. E-2/09 – HIDDEN SPRINGS
MAINTENANCE OF LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **Tropical Plaza Nursery, Inc.** (hereafter, "Contractor").

WHEREAS, the District and Contractor entered into an agreement dated March 10, 2009, referencing Project No. E-2/09 regarding maintenance of District landscaping and irrigation systems (hereafter, "Agreement").

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement by a period of twelve (12) months under the following additional terms:

1. The extension period shall commence on **July 1, 2011**, and shall terminate on **June 30, 2012.**

2. In accordance with paragraph 5(b) of the Agreement, this Extension shall be considered the second of three possible extensions of the Agreement .

3. Notwithstanding paragraph 3(b) of the Agreement, for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension the total amount of **FIFTEEN THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS ($15,700.00)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **ONE HUNDRED EIGHTY-EIGHT THOUSAND FOUR HUNDRED AND 00/100 DOLLARS ($188,400.00).**

4. Notwithstanding paragraph 3(f) of the Agreement, the unit cost set forth in the Additional Work Price List, Section B. for any landscape areas added to the project during the period of this Extension shall be as follows:

   a. Additional parkway areas, planters (trees up to 18-feet height, as applicable). **$ 0.015/sq. ft./mo.** .

5. Notwithstanding paragraph 3(h) of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **TWENTY NINE THOUSAND SIX HUNDRED AND 00/100 DOLLARS ($29,600.00).**

6. Except as set forth above, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

Dated: 6/1/11

MORENO VALLEY COMMUNITY SERVICES DISTRICT

By: _____
Mayor, acting in the capacity
of President to the Moreno
Valley Community Services District

CONTRACTOR:

Signature	Signature
Katrina J. Fields	Willie Fields
Printed Name	Printed Name
Secretary / Treasurer	President
Title	Title

Tropical Plaza Nursery, Inc.
Company Name

(Corporate Seal)

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

5/26/11
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

5/31/11
Date

Original Bond Executed in Duplicate

BOND NO.: 4382901

FAITHFUL PERFORMANCE BOND

PROJECT NO. E-2/09
HIDDEN SPRINGS

MAINTENANCE OF LANDSCAPING AND IRRIGATION

WHEREAS the Board of Directors of the Moreno Valley Community Services District, State of California, and Tropical Plaza Nursery, Inc., hereinafter designated as "Principal," have entered into an Agreement whereby Principal agrees to maintain certain designated public improvements, which said Agreement, dated _____, 20____, and identified as PROJECT NO. E-2/09 is hereby referred to, and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement,

NOW, THEREFORE, we, the Principal, and SureTec Insurance Company as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of One Hundred Eighty Eight Thousand Four Hundred & 00/100 dollars ($188,400.00) (words and figures) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The conditions of this obligation are such that if the above-bounded Principal, his heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement, and any alteration thereof made as therein provided on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the Moreno Valley Community Services District, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force, and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Moreno Valley Community Services District in successfully enforcing such obligation, all to be taxed as costs, and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the specifications.

FAITHFUL PERFORMANCE BOND - cont.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on 3/24, 2011.

PRINCIPAL	SURETY
Name: Tropical Plaza Nursery, Inc.	Name: SureTec Insurance Company
Address: 9642 Santiago Blvd.	Address: 3033 5th Ave.
Villa Park, CA 92861	San Diego, CA 92103
Telephone Number: 714 998 4100	Telephone Number: 714 769 9135
By:	By: Frank Morones
Title: President	Title: Attorney-in-Fact
By:	By:
Title: Secretary / Treasurer	Title:

Approved as to form this 26 day of May, 2011.

City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)

POA #: 510278

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Frank Morones

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 3/31/2013 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., President

State of Texas
County of Harris ss:

On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public, State of Texas
My Commission Expires
May 18, 2013

_____
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 24th day of March 2011, A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On 3/24/11 (Date) before me, Philip Vega, Notary public (Here Insert Name and Title of the Officer)

personally appeared Frank Morones (Name(s) of Signer(s))

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

PHILIP VEGA
Commission # 1799866
Notary Public - California
Los Angeles County
My Comm. Expires May 31, 2012

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

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On March 25, 2011, before me, Dolores Segura, Notary Public,

Personally appeared Leslie T. Fields and Katrina J. Fields

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

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

WITNESS my hand and official seal.

DOLORES SEGURA
Commission # 1824652
Notary Public - California
Orange County
My Comm. Expires Dec 16, 2012

Dolores Segura
Signature of Notary Public

Original Bond Executed in Duplicate

BOND NO.: 4382901

MATERIALS AND LABOR BOND

PROJECT NO. E-2/09
HIDDEN SPRINGS

MAINTENANCE OF LANDSCAPING AND IRRIGATION

KNOW ALL MEN BY THESE PRESENTS,

THAT Tropical Plaza Nursery, Inc., as Principal, and _____, as Surety, as held firmly bound unto the Moreno Valley Community Services District, in the just and full amount of One Hundred Eighty Eight Thousand Four Hundred & 00/100 dollars ($ 188,400.00) (amount in words and figures), for the payment whereof, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Given under our hands and sealed with our seals this 24th day of March, 2011.

The condition of the foregoing obligation is such that,

WHEREAS, the above-named Principal is about to enter into a Contract with the Moreno Valley Community Services District whereby said principal agrees to perform the maintenance activities for PROJECT NO. E-2/09, as provided in said Contract, which said Contract is hereby referred to and made a part hereof to the same extent as if the same were herein specifically set forth;

NOW, THEREFORE, if the said Principal or any subcontractor of said Principal shall fail to pay for any materials, provisions, provider of other supplies, or teams used in, upon, for or about the performance of said work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety will pay for the same in an amount not exceeding the sum hereinabove specified, and in case suit is brought hereon, a reasonable attorney's fee to be fixed by the Court, otherwise this bond shall be void and of no effect;

PROVIDED, that no amendment, change, extension of time, alteration, or addition to said Contract or Agreement, or of any feature or item or items or performance required therein or thereunder shall in any manner effect the obligation of the undersigned on or under this bond; and the surety does hereby waive notice of such amendment, limitation of time for bringing action on this bond by the District change, extension of time, alteration or addition to said Contract or Agreement, and of any feature or item or items of performance required herein or thereunder.

This bond shall inure to the benefit of any and all persons entitled to file claims under Sections 3181 through 3187 of the Civil Code of the State of California, and shall give right of action to such persons or their assigns in any suit brought upon this bond.

MATERIALS & LABOR BOND - cont.

WITNESS our hands this 24th day of March, 2011.

PRINCIPAL	SURETY
Name: Tropical Plaza Nursery, Inc.	Name: SureTec Insurance Company
Address: 9642 Santiago blvd.	Address: 3033 5th Ave.
Villa Park, CA 92861	San Diego, CA 92103
Telephone Number: 714 998 4100	Telephone Number: 714 769 9135
By:	By: Frank Morones
Title: President	Title: Atorney-in-Fact
By:	By:
Title: Secretary / Treasurer	Title:

Approved as to form this 26 day of May, 2011.

City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)

POA #: 510278

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Frank Morones

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 3/31/2013 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., President

State of Texas ss:
County of Harris

On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public, State of Texas
My Commission Expires
May 18, 2013

Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 24th day of March 2011, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of LOS ANGELES

On 3/24/11 (Date) before me, Philip Vega, Notary public (Here Insert Name and Title of the Officer)

personally appeared Frank Morones (Name(s) of Signer(s))

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

PHILIP VEGA
Commission # 1799866
Notary Public - California
Los Angeles County
My Comm. Expires May 31, 2012

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

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On March 25, 2011, before me, Dolores Segura, Notary Public,

Personally appeared Leslie T. Fields and Katrina J. Fields

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

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

DOLORES SEGURA
Commission # 1824652
Notary Public - California
Orange County
My Comm. Expires Dec 16, 2012

WITNESS my hand and official seal.

Dolores Segura

Signature of Notary Public

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/30/2012

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

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

PRODUCER
Landscape Contractors (Lic#0755906)
Insurance Services, Inc.
1835 N. Fine Avenue
Fresno CA 93727

CONTACT NAME: Debbie Cerkueira
PHONE (A/C, No, Ext): (559) 650-3555 FAX (A/C, No): (559) 650-3558
E-MAIL ADDRESS: dcerkueira@lcisinc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Surety Corporation A(XV)	21881(CA)
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Tropical Plaza Nursery, Inc.
9642 Santiago Blvd.
Villa Park CA 92861

COVERAGES CERTIFICATE NUMBER: 12-13 WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		WC 81001966	4/1/2012	4/1/2013	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

RISK MANAGEMENT
Approved
M. Elozo 4-4-12
By Date

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: All landscape operations performed by or on behalf of the named insured.

CERTIFICATE HOLDER

City of Moreno Valley
Moreno Valley Community Services District
Community Redevelopment Agency of the Cit
the City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

D Cerkueira/KSAEN2

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APR-2-2012 14:35 FROM:TROPICAL PLAZA 17149984788 TO:19514133498 P.2/4

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/15/2012

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

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

PRODUCER
Landscape Contractors (Lic#0755906)
Insurance Services, Inc.
1835 N. Fine Avenue
Fresno CA 93727

CONTACT NAME: Debbie Cerkueira
PHONE (A/C, No, Ext): (559) 650-3555 FAX (A/C, No): (559)650-3558
E-MAIL ADDRESS: dcerkueira@lcisinc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ARCH Insurance Company A(XV)CA	11150
INSURER B: Firemans Fund Ins Co A(XV)CA	21873
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Tropical Plaza Nursery, Inc.
9642 Santiago Blvd.
Villa Park CA 92861

COVERAGES CERTIFICATE NUMBER: 12/13 PKG & UMBRELLA REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X $500 PD DED GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			LCPKG0143103	2/14/2012	2/14/2013	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			SUO 000 1490 5202	2/14/2012	2/14/2013	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

RISK MANAGEMENT
Approved
M. Alonz 4-4-12
By Date

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: All landscape operations performed by or on behalf of the named insured.
Primary Insurance: Blanket Additional Insured per Attached 00GL0434000108
City of Moreno Valley, Moreno Valley Community Services District & Community Redevelopment Agency of the City of Moreno Valley (Excluding Professional Liability) are named as additional insured

CERTIFICATE HOLDER

City of Moreno Valley
Moreno Valley Community Services District
Community Redevelopment Agency of the City
the City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
D Cerkueira/REUSTO Debbie Cerkueira

ACORD 25 (2010/05)

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The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED PROTECTION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any organization or person required to be named as an additional insured pursuant to a written contract or agreement.

The insurance provided by this endorsement is subject to the following:

a. This insurance does not apply to any person or organization not specifically approved by us as an additional insured.

b. Any insurance afforded an additional insured under this endorsement shall not begin before the date that the person or organization is approved by us as an additional insured.

c. ,The Limits of Insurance under this insurance, which are listed in the Declarations of this policy, shall not be increased, regardless of the number of additional insureds, or the limits specified in the contract or agreement.

d. Any coverage that is not provided under an additional insured's liability insurance policy for your acts, errors, or omissions is also not provided under this insurance.

e. With respects to the additional insured, this insurance does not apply to: 1. "Property Damage" to "your product" arising out of it or any part of it. 2. "Property Damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard". 3. Liability for "Property Damage" or "Bodily Injury" for acts, errors, omissions of an additional insured.

f. If required under written contract, this insurance will apply to an additional insured as primary insurance and other insurance which may be available to such additional insured shall apply on an excess basis.

g. If required by a written contract, we waive our right to recovery against any additional insured because of payments we make for injury or damage arising out of your ongoing operations, or "your work" done under a contract with that additional insured and included in the "products completed operations hazard".

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: N/A

Policy Number: LCPKG0143103 ✓

Named Insured: Tropical Plaza Nursery, Inc.

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date: 02-14-2012

Includes copyrighted material of Insurance Services Office, Inc with its permission

APR-2-2012 14:36 FROM:TROPICAL PLAZA 17149984788 TO:19514133458 P.4/4

MV00200111

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/28/2011

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

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

PRODUCER
VANCE ORAND STATE FARM INSURANCE AGENCY INC.
220 S TUSTIN ST
ORANGE, CA 92866

CONTACT NAME:
PHONE (A/C, No, Ext): 714-639-6616 FAX (A/C, No): 714-997-5103
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Mutual Automobile Insurance Company A+(XV) CA	25178
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
TROPICAL PLAZA NURSERY INC.
9642 SANTIAGO BLVD.
VILLA PARK, CA 92867-2521

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY			F60-0202-F05-7G3-922	12/05/2011	12/05/2012	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	X ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X DESIGNAT							$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	FLEET POLICY			F60-0202-F05-75H	12/05/2011	12/05/2012		

RISK MANAGEMENT
~~Approved~~
M. Wright 12-22-11
By Date

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

CERTIFICATE HOLDER

CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, AND COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY PO BOX 88005 MORENO VALLEY, CA 92705

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXTENSION AGREEMENT
PROJECT NO. E-2/09 – HIDDEN SRPINGS
MAINTENANCE OF LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **Tropical Plaza Nursery, Inc.** (hereafter, "Contractor")

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated March 10, 2009, referencing Project No. E-2/09 for the maintenance of the District's parkway and median landscaping and irrigation systems associated with Project No. E-2/09 – Hidden Springs.

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement.

WHEREAS, the Extension of the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2012** and shall terminate on **June 30, 2013.**

2. In accordance with Exhibit D, Section 1b of the Agreement, this Extension shall be considered the third and final Extension of this Agreement.

3. For the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension as follows:

    a. Maintenance of the parkway areas shall be provided consistent with the terms of the Agreement. Compensation for the maintenance of the parkways areas shall be paid on a monthly basis in the amount of **FIVE THOUSAND FOUR HUNDRED AND NINETY-FIVE 00/100 DOLLARS ($5,495.00)** per month, one month in arrears, on the last day of the month.

    b. In accordance with Exhibit E, Additional Work Price List, of the Agreement additional services for an Irrigation Technician shall be provided to service the Open Space area within E-2 (Hidden Springs) at a frequency of 8 hours per week, on an every other week rotation basis, in the amount of **SIX HUNDRED AND SIX 66/100 DOLLARS ($606.66**) per month, one month in arrears, on the last day of the month the termination of the extension period as described in Section 1 herein above.

    c. The total contract amount for the twelve (12) month extension period shall not exceed **SEVENTY-THREE THOUSAND TWO HUNDRED NINETEEN AND 92/100 DOLLARS ($73,219.92).**

4. Notwithstanding, Section B page 69, paragraph 3(f) of the Agreement, the unit cost set forth in the Additional Work Price List, Section B, for any landscape areas added to the project during the period of this Extension shall be as follows:

    a. Additional parkway areas, planters (trees up to 18-feet height, as applicable). **$0.015/sq.ft./mo**.

5. Notwithstanding Exhibit C., Numeral 2, Letter e of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the City Council, the Director (the Public Works Director/City Engineer or his designated appointee) may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **TWENTY FIVE THOUSAND FOUR HUNDRED AND 00/100 DOLLARS ($25,400.00).**

6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

EXTENSION AGREEMENT
PROJECT NO. E-2/09 – HIDDEN SPRINGS
MAINTENANCE OF LANDSCAPING AND IRRIGATION

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor: Tropical Plaza Nursery, Inc.
By: M Anderson for Henry Garcia	By:
Title: City Manager, Acting in the capacity of District Manager to the Moreno Valley Community Services District	Title: (President or Vice President) Leslie T. Fields, President
Date: 6/20/12	Date: April 19, 2012

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

Deputy City Attorney

6-18-12
Date

RECOMMENDED FOR APPROVAL:

Department Head

6/18/12
Date

By:
Title: Corporate Secretary or Assistant Secretary
Katrina J. Fields, Secretary/Treasur.

Date: April 19, 2012
Affix Corporate Seal Below

Original Bond Executed in Dup. ..te

BOND NO.: 4382908

FAITHFUL PERFORMANCE BOND
PROJECT NO. E-2/09 HIDDEN SPRINGS

MAINTENANCE OF LANDSCAPING AND IRRIGATION

WHEREAS the Board of Directors of the Moreno Valley Community Services District, State of California, and Tropical Plaza Nursery, Inc., hereinafter designated as "Principal," have entered into an Agreement whereby Principal agrees to maintain certain designated public improvements, which said Agreement, dated _____, 20____, and identified as PROJECT NO. E-2/09 is hereby referred to, and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement,

NOW, THEREFORE, we, the Principal, and SureTec Insurance Company A(VII)CA as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of Seventy Three Thousand Two Hundred Twenty and 04/100 dollars ($ 73,220.04) (words and figures) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The conditions of this obligation are such that if the above-bounded Principal, his heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement, and any alteration thereof made as therein provided on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the Moreno Valley Community Services District, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force, and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Moreno Valley Community Services District in successfully enforcing such obligation, all to be taxed as costs, and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on March 14, 2012.

PRINCIPAL	SURETY
Name: Tropical Plaza Nursery, Inc.	Name: SureTec Insurance Company A(VII)CA
Address: 9642 Santiago Blvd.	Address: 155 N. Riverview Dr. #103
Villa Park, CA 92861	Anaheim Hills, CA 92808
Telephone Number: 714 998 4100	Telephone Number: 714 769 9135
By: Leslie T. Fields	By:
Title: President	Title: Frank Morones, Attorney-in-Fact
By: Katrina J. Fields	By:
Title: Secretary/Treasurer	Title:

Approved as to form this 18th day of June, 2012.

Deputy City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)

POA #: 510278

SureTec Insurance Company A(VII) CA

LIMITED POWER OF ATTORNEY

A(VII) CA

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Frank Morones

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 3/31/2013 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

A(VII) CA

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

A(VII) CA

SURETEC INSURANCE COMPANY

By: _____

John Knox Jr., President

State of Texas ss:
County of Harris

On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public, State of Texas
My Commission Expires
May 18, 2013

Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 14th day of March, 2012, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 3/14/2012 (DATE) before me, L. Clark, Notary Public, (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

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

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

L. CLARK
Commission # 1825171
Notary Public - California
Los Angeles County
My Comm. Expires Nov 28, 2012

WITNESS my hand and official seal.

L. Clark
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☒ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Orange } ss.

On March 16, 2012 (Date), before me, Dolores Segura, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Leslie and Katrina Fields (Name(s) of Signer(s)),

☐ personally known to me

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

DOLORES SEGURA
Commission # 1824652
Notary Public - California
Orange County
My Comm. Expires Dec 16, 2012

Place Notary Seal Above

WITNESS my hand and official seal.

Dolores Segura
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Faithful Performance Bond - for the City of Moreno Valley

Document Date: March 14, 2012 Number of Pages: 4 Pages

Signer(s) Other Than Named Above: Frank Morones, Attorney-In-Fact for the Bonding Co.

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 2004 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 Item No. 5907 Reorder: Call Toll-Free 1-800-876-6827

Original Bond Executed in Duplicate BOND NO.: 4382908

MATERIALS AND LABOR BOND
PROJECT NO. E-2/09 HIDDEN SPRINGS

MAINTENANCE OF LANDSCAPING AND IRRIGATION

KNOW ALL MEN BY THESE PRESENTS,

THAT Tropical Plaza Nursery, Inc., as Principal, and SureTec Insurance Company Irvine CA, as Surety, as held firmly bound unto the Moreno Valley Community Services District, in the just and full amount of Seventy Three Thousand Two Hundred Twenty & 04/100 dollars ($ 73,220.04) (amount in words and figures), for the payment whereof, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Given under our hands and sealed with our seals this 14th day of March, 2012.

The condition of the foregoing obligation is such that,

WHEREAS, the above-named Principal is about to enter into a Contract with the Moreno Valley Community Services District whereby said principal agrees to perform the maintenance activities for PROECT NO. E-2/09, as provided in said Contract, which said Contract is hereby referred to and made a part hereof to the same extent as if the same were herein specifically set forth;

NOW, THEREFORE, if the said Principal or any subcontractor of said Principal shall fail to pay for any materials, provisions, provider of other supplies, or teams used in, upon, for or about the performance of said work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety will pay for the same in an amount not exceeding the sum hereinabove specified, and in case suit is brought hereon, a reasonable attorney's fee to be fixed by the Court, otherwise this bond shall be void and of no effect;

PROVIDED, that no amendment, change, extension of time, alteration, or addition to said Contract or Agreement, or of any feature or item or items or performance required therein or thereunder shall in any manner effect the obligation of the undersigned on or under this bond; and the surety does hereby waive notice of such amendment, limitation of time for bringing action on this bond by the District change, extension of time, alteration or addition to said Contract or Agreement, and of any feature or item or items of performance required herein or thereunder.

This bond shall inure to the benefit of any and all persons entitled to file claims under Sections 3181 through 3187 of the Civil Code of the State of California, and shall give right of action to such persons or their assigns in any suit brought upon this bond.

MATERIALS & LABOR BOND - cont.

WITNESS our hands this 14th day of March, 2012.

PRINCIPAL	SURETY
Name: Tropical Plaza Nursery, Inc.	Name: SureTec Insurance Company A(VII) CA
Address: 9642 Santiago Blvd.	Address: 155 N. Riverview Dr., # 103
Villa Park, CA 92861	Anaheim Hills, CA 92808
Telephone Number: 714 998 4100	Telephone Number: 714 769 9135
By: Leslie T. Fields	By:
Title: President	Title: Frank Morones, Attorney-in-Fact
By: Katrina J. Fields	By:
Title: Secretary/Treasurer	Title:

Approved as to form this 18th day of June, 2012.

Deputy City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)

POA #: 510278

SureTec Insurance Company A(VII)CA

LIMITED POWER OF ATTORNEY

A(VII) CA

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Frank Morones

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 3/31/2013 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

A(VII) CA

SURETEC INSURANCE COMPANY

By: _____

John Knox Jr., President

SURETEC INSURANCE COMPANY TEXAS

State of Texas ss:
County of Harris

On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public, State of Texas
My Commission Expires
May 18, 2013

Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 14th day of March, 2012, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 3/14/2012 (DATE) before me, L. Clark, Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"),

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

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

NNA1 L. CLARK
Commission # 1825171
Notary Public - California
Los Angeles County
My Comm. Expires Nov 28, 2012 NNA1

WITNESS my hand and official seal.

L. Clark

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL

☐ CORPORATE OFFICER

TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL

☒ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Orange } ss.

On March 16, 2012 (Date), before me, Dolores Segura, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Leslie T. Fields and Katrina J. Fields (Name(s) of Signer(s)),

☐ personally known to me

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

DOLORES SEGURA
Commission # 1824652
Notary Public - California
Orange County
My Comm. Expires Dec 16, 2012

Place Notary Seal Above

WITNESS my hand and official seal.

Dolores Segura
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Materials and Labor Bond - for the city of Moreno Valley

Document Date: March 14, 2012 Number of Pages: 4 pages

Signer(s) Other Than Named Above: Frank Morones, Attorney-In-Fact for the Bonding Co.

Capacity(ies) Claimed by Signer(s)

Signer's Name:
☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:
☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/30/2012

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

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

PRODUCER
Landscape Contractors (Lic#0755906)
Insurance Services, Inc.
1835 N. Fine Avenue
Fresno CA 93727

CONTACT NAME: Debbie Cerkueira
PHONE (A/C, No, Ext): (559) 650-3555 FAX (A/C, No): (559) 650-3558
E-MAIL ADDRESS: dcerkueira@lcisinc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Surety Corporation A(XV)	21881(CA)
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Tropical Plaza Nursery, Inc.
9642 Santiago Blvd.
Villa Park CA 92861

COVERAGES CERTIFICATE NUMBER: 12-13 WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PROJECT / LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATUTORY LIMITS / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		WC 81001966	4/1/2012	4/1/2013	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

RISK MANAGEMENT
Approved
M. Elozo 4-4-12
By Date

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: All landscape operations performed by or on behalf of the named insured.

CERTIFICATE HOLDER

City of Moreno Valley
Moreno Valley Community Services District
Community Redevelopment Agency of the Cit
the City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

D Cerkueira/KSAEN2

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APR-2-2012 14:35 FROM:TROPICAL PLAZA 17149984788 TO:19514133498 P.2/4

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/15/2012

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

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PRODUCER
Landscape Contractors (Lic#0755906)
Insurance Services, Inc.
1835 N. Fine Avenue
Fresno CA 93727

CONTACT NAME: Debbie Cerkueira
PHONE (A/C, No, Ext): (559) 650-3555 FAX (A/C, No): (559)650-3558
E-MAIL ADDRESS: dcerkueira@lcisinc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ARCH Insurance Company A(XV)CA	11150
INSURER B: Firemans Fund Ins Co A(XV)CA	21873
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Tropical Plaza Nursery, Inc.
9642 Santiago Blvd.
Villa Park CA 92861

COVERAGES CERTIFICATE NUMBER: 12/13 PKG & UMBRELLA REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X $500 PD DED GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			LCPKG0143103	2/14/2012	2/14/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			SUO 000 1490 5202	2/14/2012	2/14/2013	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

RISK MANAGEMENT
Approved
M. Alonz 4-4-12
By Date

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: All landscape operations performed by or on behalf of the named insured.
Primary Insurance: Blanket Additional Insured per Attached 00GL0434000108
City of Moreno Valley, Moreno Valley Community Services District & Community Redevelopment Agency of the City of Moreno Valley (Excluding Professional Liability) are named as additional insured

CERTIFICATE HOLDER

City of Moreno Valley
Moreno Valley Community Services District
Community Redevelopment Agency of the City
the City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
D Cerkueira/REUSTO Debbie Cerkueira

ACORD 25 (2010/05)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED PROTECTION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any organization or person required to be named as an additional insured pursuant to a written contract or agreement.

The insurance provided by this endorsement is subject to the following:

a. This insurance does not apply to any person or organization not specifically approved by us as an additional insured.

b. Any insurance afforded an additional insured under this endorsement shall not begin before the date that the person or organization is approved by us as an additional insured.

c. ,The Limits of Insurance under this insurance, which are listed in the Declarations of this policy, shall not be increased, regardless of the number of additional insureds, or the limits specified in the contract or agreement.

d. Any coverage that is not provided under an additional insured's liability insurance policy for your acts, errors, or omissions is also not provided under this insurance.

e. With respects to the additional insured, this insurance does not apply to: 1. "Property Damage" to "your product" arising out of it or any part of it. 2. "Property Damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard". 3. Liability for "Property Damage" or "Bodily Injury" for acts, errors, omissions of an additional insured.

f. If required under written contract, this insurance will apply to an additional insured as primary insurance and other insurance which may be available to such additional insured shall apply on an excess basis.

g. If required by a written contract, we waive our right to recovery against any additional insured because of payments we make for injury or damage arising out of your ongoing operations, or "your work" done under a contract with that additional insured and included in the "products completed operations hazard".

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: N/A

Policy Number: LCPKG0143103 ✓

Named Insured: Tropical Plaza Nursery, Inc.

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date: 02-14-2012

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APR-2-2012 14:36 FROM:TROPICAL PLAZA 17149984788 TO:19514133458 P.4/4

MV00200128

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/28/2011

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

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PRODUCER
VANCE ORAND STATE FARM INSURANCE AGENCY INC.
220 S TUSTIN ST
ORANGE, CA 92866

CONTACT NAME:
PHONE (A/C, No, Ext): 714-538-6616 FAX (A/C, No): 714-997-5103
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Mutual Automobile Insurance Company A+(XV) CA	25178
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
TROPICAL PLAZA NURSERY INC.
9642 SANTIAGO BLVD.
VILLA PARK, CA 92867-2521

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY			F60-0202-F05-7G3-922	12/05/2011	12/05/2012	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	X ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X DESIGNAT							$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	FLEET POLICY			F60-0202-F05-75H	12/05/2011	12/05/2012		

RISK MANAGEMENT
Approved
M. Wright 12-22-11
By Date

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

CERTIFICATE HOLDER

CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, AND COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY PO BOX 88005 MORENO VALLEY, CA 92705

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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R.F.P. # E-2/09
EXHIBIT E – cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

A. Prices for Emergency Work, Additional Work, and Routine Irrigation Repair, per Section 3., paragraphs d., e., and g. of the Terms & Conditions, Section 4., paragraph m. of the General Provisions, and Section 6., paragraph f., of the Special Provisions.

UNIT PRICES

1.	Pop-up sprink. In place:	4"	@	$ 14.75	ea
		6"	@	$ 20.00	ea
		12"	@	$ 24.00	ea
2.	Pop-up gear drive sprink. in place:	4"	@	$ 24.00	ea
		12"	@	$ 40.00	ea
3.	Fixed Shrub sprink. In place:		@	$ 10.00	ea
4.	Fixed shrub gear drive sprink. In place:		@	$ 21.00	ea
5.	1 gal. shrub/vine/ground cover in place		@	$ 6.50	ea
6.	5 gal. shrub/vine/ground cover in place		@	$ 20.00	ea
7.	5 gal. tree in place (stakes incl)		@	$ 20.00	ea
8.	15 gal. tree in place (stakes incl)		@	$ 85.00	ea
9.	24" box tree in place (stakes incl)		@	$ 250.00	ea
10.	36" box tree in place (guy wires incl)		@	$ 650.00	ea
11.	Flat of ground cover in place		@	$ 18.00	ea
12.	Planter bed mulch in place		@	$ 35.00	/cu. yd
13.	Additional labor		@	$ 20.00	/man hour
14.	Additional supervision		@	$ 30.00	/man hour
15.	Additional Irrigation Technician		@	$ 35.00	/man hour

PROPOSER: Tropical Plaza Nursery, Inc.
(Company Name)

R.F.P. # E-2/09
EXHIBIT E – cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

COST SECTION A, (ADD ITEMS 1 THROUGH 15: FROM PREVIOUS PAGE) $ 1,323.25

ROUTINE IRRIGATION REPAIR PRICES

A. Irrigation repair parts for routine repairs @ cost plus 15 %

COMPUTE TOTAL COST, SECTION A:

STEP 1: MULTIPLY "COST SECTION A" BY THE "COST PLUS" PERCENTAGE ENTERED FOR ITEM A. 18. ABOVE

STEP 2: ADD THE COMPUTATION RESULT TO "COST SECTION A" AND ENTER BELOW

TOTAL COST OF SECTION A = $ 1,521.74

B. Unit prices for Additional Work (additional landscape areas) per Section 3., paragraph f.

1. Additional parkway areas, planters, open space (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ .015 /sq. ft./mo.

TOTAL COST SECTION B:
ITEM 1. ABOVE = $ .015

C. Any other Additional Work shall be quoted per Section 3., paragraph d. of the Terms & Conditions. TOTAL ADDITIONAL WORK PRICE COST:

SUM OF TOTAL COSTS FOR SECTIONS A & B = $ 1,521.75

PROPOSER: Tropical Plaza Nursery, Inc.
(Company Name)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: May 14, 2013

TITLE: FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION IN PROJECT NO. E-3/11-12

RECOMMENDED ACTION

Recommendations:

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD Board): Approve the First Amendment to the Independent Contractor Agreement ("Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-3/11-12, ("First Amendment to Agreement for E-3/11-12") with Merchants Landscape Services, Inc., 8847 W. 9th Street, Rancho Cucamonga, CA 91730 for E-3 (Moreno Valley Ranch-West) and E-3A (Lasselle Powerline Parkway) areas.

2. Authorize the City Manager to execute the First Amendment to the Agreement for E-3/11-12 with Merchants Landscape Services, Inc.

3. Authorize adjustments in the purchase orders (POs) to Merchants Landscape Services, Inc., for a decrease in the PO for base maintenance services of $2,799.72 and an increase of $8,650.00 for additional work, for a net change to the Agreement of $5,850.28 when the First Amendment to the Agreement for E-3/11-12 has been signed by all parties.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services. Zone E (extensive landscape maintenance), provides landscape maintenance services at full or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 Stoneridge Ranch), E-14 Mahogany Fields, E-15 (Celebration), and E-16 (Shadow Mountain).

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors who perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement for landscape maintenance or other related specialty services, such as backflow testing, repair and replacement.

The Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. “Base services” include: mowing, edging and trimming of turf grass areas, pruning and trimming of shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes and groundcovers, and pesticide applications. Base services are performed on a scheduled rotation basis.

“Additional work” is unanticipated, extra services that may be required and can include added square footage to a service area at a pre-stated unit cost during the contracting term. Additional work services may include, but is not limited to, irrigation repairs, labor and materials, additional plant materials, fertilizer applications, and/or mulching, or unscheduled services as allowed per Exhibit E of the Agreement (See Attachment 3 - Additional Work Price List) or provided as a supplementary proposal for specialty services. While efforts are made to anticipate additional, unexpected or emergency work at the beginning of a contracting term, extra work and/or acceptance of additional service areas can occur which requires the Agreement to be amended to include the costs associated with any added additional work that may be required prior to the end of the term of the Agreement.

DISCUSSION

E-3/11-12 is the CSD landscape maintenance Agreement that covers the Zone E-3 (Moreno Valley Ranch – West) and E-3A (Lasselle Powerline Parkway) CSD maintained landscape service areas. Service levels are consistent with the terms of the CSD Zone E General Service Level Guidelines, as listed the CSD Zone E (Extensive Parkway Landscape Maintenance) Service Plan Policy, (the "Policy") as adopted by the CSD Board on September 25, 2007, and amended on April 26, 2011, which includes General Service Level Guidelines for Reduced Maintenance Service, which is applied to the parkways and medians of E-3 and parkway of E-3A, as they may apply.

The Agreement was authorized in the NTE amount of $151,410.56 ($133,101.60 for E-3 base maintenance services, $7,158.96 for E-3A base maintenance services, $10,250.00 for E-3 additional work, and $900.00 for E-3A additional work) for FY 2012/13.

In FY 2012/13, 12,120 sq. ft. of median turf from Zone E-3 was removed to accommodate the roadway extension of Nason Street, south of Iris Avenue. This change requires the base maintenance cost of the Agreement for E-3 to be adjusted from $133,101.60 to $130,301.88 for a reduction of $2,799.72 in the base maintenance amount.

Due to budgetary constraints, staffing reductions were necessary in the Special Districts Division during FYs 2011/12 and 2012/13. In FY 2012/13, tasks normally performed by field personnel, including irrigation repair services had to be transitioned to the Contractor in order to keep up with the workload. As a result of this change, the Agreement's additional work allocation is in need of an increase from $11,150.00 to $19,800.00 (an $8,650.00 increase) to cover the cost of additional, services to provide labor and materials for irrigation repairs and replanting services.

This First Agreement to the Agreement for E-3/11-12 will reduce the total base maintenance cost by $2,799.72 and increase the additional work cost by $8,650.00 for a net increase of $5,850.28. These adjustments are consistent with the costs identified in the Agreement. Approval of the First Amendment to the Agreement for E-3/11-12 will increase the NTE amount to $157,260.84 ($130,301.88 for E-3 base maintenance services, $7,158.96 for E-3A base maintenance services, $18,900.00 for E-3 additional work, and $900.00 for E-3A additional work) for FY 2012/13.

ALTERNATIVES

1. Approve the First Amendment to the Agreement for E-3/11-12 with Merchants Landscape Services, Inc. for E-3/11-12 in the form attached hereto to provide continuation of landscape maintenance and maintenance related services to Zone E-3, authorize the City Manager to execute said First Amendment to the Agreement for E-3/11-12 with Merchants Landscape Services, Inc., and authorize adjustments in the purchase orders to Merchants Landscape Services, Inc., for a decrease in the purchase order for base maintenance services of $2,799.72 and an increase of

$8,650.00 in the additional work purchase order. *By selecting this alternative the CSD Board will prevent interruptions in landscape maintenance services and allow for the necessary funding of additional work to be performed within those CSD landscaped service areas for the 2012/13 fiscal year.*

2. Do not approve the First Amendment to the Agreement for E-3/11-12 with Merchants Landscape Services, Inc. in the forms attached hereto for continuation of landscape maintenance and maintenance related services, do not authorize the City Manager to execute said First Amendment to the Agreement for E-3/11-12 with Merchants Landscape Services, Inc., and do not authorize adjustments in the purchase orders to Merchants Landscape Services, Inc., for a decrease in the purchase order for base maintenance services of $2,799.72 and an increase of $8,650.00 in the additional work purchase order. *By selecting this alternative, the CSD Board may allow for a lapse in necessary additional maintenance services to be provided and compensated for in the Zone E-3 (Moreno Valley Ranch – West) landscaped area.*

FISCAL IMPACT

CSD Zone E services are funded through a property owner approved parcel charge, which is levied and collected on the property tax bills to pay for parkway and median, landscape maintenance and associated landscape maintenance related services. **These actions will not impact the City's General Fund.**

The following table represents the Adjustments to be made in the General Ledger Account to the Zone E budget to accommodate the First Amendment to the Agreement for E-3/11-12 for landscape maintenance services.

Contractor	GL Account	Base Agreement Amount	2012/13 Additional Work Agreement Amount	2012/13 Agreement Total	2012/13 Net Adjustments[1]	2012/13 Amended Agreement Total
Merchants Landscape Services, Inc.	5013-30-79-25709-620910	$ 140,260.56	$ 11,150.00	$ 151,410.56	$ 5,850.28	$ 157,260.84

[1] E-3/E3A Agreement Adjustment includes a $2,799.72 reduction in the base amount as a result of a reduction of sq. footage maintained. The proposed Amendment for additional work for E-3/E-3A is a $8,650.00 increase.

CITY COUNCIL GOALS

Community Image and Positive Environment:

By approving the Amendments to the Agreements as listed herein, the CSD Board will allow for the promotion of a positive environment through continued maintenance of parkways and medians.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1 – First Amendment to the Agreement for E-3/11-12

Attachment 2 – Agreement for E-3/11-12

Attachment 3 – Additional Work Price List

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

FIRST AMENDMENT TO THE INDEPENDENT CONTRACOR AGREEMENT MORENO VALLEY COMMUNITY SERVICES DISTRICT MORENO VALLEY RANCH – WEST (E-3) AND LASSELLE POWERLINE PARKWAY (E-3A) MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

PROJECT NO. E-3/11-12

This First Amendment to the Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT, a municipal corporation, hereinafter referred to as "CSD," and Merchants Landscape Services, Inc., a California Corporation hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for RFP NO. E3/11-12 PROJECT NO. E-3/11-12, hereinafter referred to as "Agreement," dated July 3, 2012; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform maintenance of landscaping and irrigation of the landscaped parkways and medians for E-3 (Moreno Valley Ranch-West) and E-3A (Lasselle Powerline Parkway) as provided in the Agreement; and,

WHEREAS, the Agreement was authorized in the not-to-exceed (NTE) amount of $151,410.56 ($140,260.56 for base maintenance services to be paid at a rate of $11,688.38 per month, one month in arrears and $11,150.00 for additional work); and,

FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. E-3/11-12

WHEREAS, on July 31, 2012, the Contractor was notified to remove 12,120 sq. ft. of median turf from service to accommodate the roadway extension of Nason Street, south to Iris Avenue, which reduced the amount of median area to be maintained and adjusted the Agreement from $151,410.56 to $148,610.48 (a $2,799.72 reduction in the base maintenance from $140,260.56 to $137,460.84); and,

WHEREAS, the amount of additional work that was identified is greater than anticipated when the Agreement was entered into, which will require an increase in the Agreement's additional work allocation from $11,150.00 to $19,800.00 ($18,900.00 for E-3 and $900 for E-3A), to cover the cost of additional services, including but not limited to labor and materials, for irrigation repairs and replanting services to be performed or provided by the Contractor; and,

WHEREAS, it is desirable to amend the amount of the Agreement from $151,410.56 to $153,360.84 to cover the net increase for additional cost of services, at the unit prices as listed in Exhibit E, I. Schedule II., C. of the Agreement.

SECTION 1 FIRST AMENDMENT to the AGREEMENT:

1.1 Amendment the NTE Agreement amount from $151,410.56 to $153,360.84 ($137,460.84 for base maintenance services, to be paid at a rate of $7,135.13 for the month of July 2012, and $6,880.31 for the months of August 2012 through June 2013, one month in arrears and $19,800.00 for additional work).

FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. E-3/11-12

1.1. a. Base Amount: Base amount was reduced from $140,260.56 to $137,460.84 by $2,799.72 for 12,120 sq. ft. of turf removed from service starting August 1, 2013.

1.1. b. Additional Work : Amend the Additional Work Amount of the Agreement, Exhibit C, Section 2. E from $11,150.00 to $19,800.00, an increase of $8,650.00, to accommodate additional labor and material costs associated with irrigation and replanting services.

SECTION 2

2.1 Except as otherwise specifically provided in this First Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. E-3/11-12

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District

Date: _____

Contractor: Merchants Landscape Services, Inc.

By: _____
Title: (President or Vice President)

Date: _____

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: _____

Affix Corporate Seal Below
(If applicable)

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

INDEPENDENT CONTRACTOR AGREEMENT

RFP NO. E-3/11-12
PROJECT NO. E-3/11-12

MORENO VALLEY RANCH-WEST (E-3) AND
LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name	Merchants Landscape Services, Inc.
Street Address	8847 W. 9th Street
Street Address	
City, State, Zip	Rancho Cucamonga, CA 91730
Mailing Address	
(If same as Street Address,	1510 S. Lyon St.
write same or same as above)	Santa Ana, CA 92705
Business Phone (with area code)	(800) 645-4881
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	
Fax Number	(909) 981-1029
Email Address	
Social Security Number	
Business License Number	
Federal Tax ID Number	
Contractor's License Number & Classification	765658 C27

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor the

B. services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

C. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.

D. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

E. The Contract Starting Date is July 1, 2012 and the Contract Ending Date is June 30, 2013. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will consider Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

F. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

A. Control of Work. Except for compliance with service schedules, general and technical provisions (which may also be referred to herein as specifications) and performance standards as provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7]

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Contract.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Moreno Valley Housing Authority of the City of Moreno Valley (MVHA), and the Moreno Valley Community Services District (District), and the their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, MVHA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, MVHA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide

legal defense for both the Contractor and the City, MVHA, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Contract

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/MVHA/District premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.
By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City's Risk Manager prior to the execution of this Contract. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority of the City of Moreno Valley, the Moreno Valley Community Services District, and, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the City of amendment or cancellation, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this

Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.

J. Termination.

1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.

2. The District may terminate this Contract without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall

govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor: 1510 S. Lyon St., Santa Ana, CA 92705
[Mailing Address (Post Office Box, if applicable]
(800) 645-4881
[Telephone number]
(909) 981-1029
[Fax number]
Patrick@merchantslandscape.com
[Email address]

With a copy to:
[Attorney for Contractor, if applicable]
[Street Address]
[Post Office Box, if applicable]
[City, State, Zip]
[Telephone number]
[Fax number]
[Email address]

To District (CSD): MORENO VALLEY COMMUNITY SERVICES DISTRICT
Public Works Department
Special Districts Division
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto, Senior Landscape Services Inspector
Telephone number: 951. 413-3480
Fax Number: 951. 413-3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951. 413-3036
Fax number: 951. 413-3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____
Title: Mayor, acting in the capacity of President of the Board of Directors of the Moreno Valley Community Services District

Date: 7/3/2012

Contractor

By: _____
Title: (President or Vice President)

Date: 6/12/12

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: 6/12/12

Affix Corporate Seal Below
(If applicable)

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
Deputy City Attorney

10-18-12
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

7/9/12
Date

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating one person is authorized to sign on behalf of all officers, attach corporate

PREMIUM IS WRITTEN FOR CONTRACT TERM SUBJECT TO ADJUSTMENT BASED UPON FINAL CONTRACT PRICE

**ONE HUNDRED FORTY THOUSAND TWO HUNDRED SIXTY 56/100

EXECUTED IN DUPLICATE
EFFECTIVE: July 1, 2012 to June 30, 2013
BOND NO. 72BSBGF0365

PREMIUM $ 2,244.00

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

RFP NO. E-3/11-12
PROJECT NO. E-3/11-12
MORENO VALLEY RANCH-WEST (E-3) AND LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the Board of Directors of the Moreno Valley Community Services District, State of California, known as "CSD," has awarded to Merchants Landscape Services, Inc as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as **PROJECT NO. E-3/11-12**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and Hartford Fire Insurance Company A(XV)CA, as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of ** dollars, ($ 140,260.56********), lawful money of the United States, to be paid to the said CSD or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

RISK MANAGEMENT
Approved

M. Adam 6-27-12
By Date

FAITHFUL PERFORMANCE BOND
PROJECT NO. E-3/11-12

BOND NO. 72BSBGF0365

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this 13th day of June 20 12.

CONTRACTOR (Principal)	SURETY
Contractor Name: Merchants Landscape Services, Inc.	Name: Hartford Fire Insurance Company A(XV) CA
Address: 1190 Monterey Pass Road	Address: One Pointe Drive, 6th Floor
Monterey Park, CA 91754	Brea, CA 92821
Telephone No.: 323-881-6701	Telephone No.: 714-674-1321
Print Name: Theodore Haas	Print Name: MARY SMITH Attorney-in-Fact
Signature: [signature]	Signature: Mary Smith

Approved as to Form this

13th day of June 2012

[signature]
Deputy City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of Orange

On June 13, 2012 (Date) before me, Nadine Rodriguez, Notary Public, (Here Insert Name and Title of the Officer)

personally appeared Theodore Haas (Name(s) of Signer(s))

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

NADINE RODRIGUEZ
Commission # 1974930
Notary Public - California
Orange County
My Comm. Expires Apr 13, 2016

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

WITNESS my hand and official seal.

Signature: Nadine Rodriguez (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____
RIGHT THUMBPRINT OF SIGNER: Top of thumb here	RIGHT THUMBPRINT OF SIGNER: Top of thumb here

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Item #5907

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On June 13, 2012 , before me, Donna M. Green, Notary Public,

personally appeared Mary Smith

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

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

WITNESS my hand and official seal.

DONNA M. GREEN
COMM. #1886017
NOTARY PUBLIC • CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Apr. 16, 2014

Signature Donna M. Green
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
- ☐ PARTNER(S) ☐ LIMITED
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR

OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-4 A(XV)GA
P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code: 72-183250**

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut A(XV)CA
- [ ] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
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- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of unlimited:***

John D. Hunsinger, Mary Smith, Joyce Elzouki, Steven L. Brockmeyer, Ronald C. Wanglin, Donna M. Green
of
Pasadena, CA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Scott Sadowsky, Assistant Secretary

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

CERTIFICATE

Scott E. Paseka
Notary Public
My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 13, 2012.

Signed and sealed at the City of Hartford.

Gary W. Stumper, Assistant Vice President

EXECUTED IN DUPLICATE
EFFECTIVE: July 1, 2012 to June 30, 2013

**ONE HUNDRED FORTY THOUSAND TWO HUNDRED SIXTY 56/100

BOND NO. 72BSBGF0365

PREMIUM $ Included In Performance Bond

LABOR AND MATERIALS BOND
(100% of Total Contract Amount)

RFP NO. E-3/11-12
PROJECT NO. E-3/11-12
MORENO VALLEY RANCH-WEST (E-3) AND LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the board of Directors of the Moreno Valley Community Services District of the City of Moreno Valley, State of California, known as "CSD," has awarded to Merchants Landscape Services, Inc., as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement, whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as Project No. E-3/11-12, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and Hartford Fire Insurance Company A(XV)CA, as Surety, are held and firmly bound unto the City of Moreno Valley Community Services District for the City of Moreno Valley, County of Riverside in the penal sum of ** dollars, ($140,260.56*****) (words and figures), lawful money of the United States, to be paid to said CSD or its certain attorney, successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Moreno Valley Community Services District, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the CSD and judgment is recovered, the Surety shall pay all costs incurred by the CSD in such suit, including reasonable attorney fees to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extensions of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

RISK MANAGEMENT
Approved

M. Allonzo 6-27-12
By Date

LABOR AND MATERIAL BOND
PROJECT NO. E-3/11-12

WITNESS our hands this 13th day of June, 20 12.

PRINCIPAL	SURETY
Name: Merchants Landscape Services, Inc.	Name: Hartford Fire Insurance Company A(XV)CA
Address: 1190 Monterey Pass Road	Address: One Pointe Drive, 6th Floor
Monterey Park, CA 91754	Brea, CA 92821
Telephone Number: 323-881-6701	Telephone Number: 714-674-1321
By: [signature]	By: Mary Smith MARY SMITH
Title: Chairman	Title: Attorney-In-Fact
By:	By:
Title:	Title:

Approved as to form this 25th day of June, 20 12.

[signature]
Deputy City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.**
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).

The bond shall include the address at which the Principal (Contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of Orange

On June 13, 2012 (Date) before me, Nadine Rodriguez, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Theodore Haas (Name(s) of Signer(s))

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

NADINE RODRIGUEZ
Commission # 1974930
Notary Public - California
Orange County
My Comm. Expires Apr 13, 2016

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

WITNESS my hand and official seal.

Signature: Nadine Rodriguez (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____
RIGHT THUMBPRINT OF SIGNER: Top of thumb here	RIGHT THUMBPRINT OF SIGNER: Top of thumb here

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Item #5907

MV00200156

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On June 13, 2012 , before me, Donna M. Green, Notary Public,

personally appeared Mary Smith

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

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

WITNESS my hand and official seal.

DONNA M. GREEN
COMM. #1886017
NOTARY PUBLIC • CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Apr. 16, 2014

Signature Donna M. Green
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
- ☐ PARTNER(S) ☐ LIMITED
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR

OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-4 A(XV)CA
P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115
call: **888-266-3488** *or fax:* **860-757-5835**

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- [ ] **Hartford Insurance Company of the Southeast,** a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of unlimited:***

John D. Hunsinger, Mary Smith, Joyce Elzouki, Steven L. Brockmeyer, Ronald C. Wanglin, Donna M. Green
of
Pasadena, CA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Scott Sadowsky, Assistant Secretary

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Scott E. Paseka
Notary Public
My Commission Expires October 31, 2012

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 13, 2012.

Signed and sealed at the City of Hartford.

Gary W. Stumper, Assistant Vice President

EXHIBIT A

RFP NO. E-3/11-12
PROJECT NO. E-3/11-12

MORENO VALLEY RANCH-WEST (E-3) AND
LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. GENERAL PROVISIONS - SCOPE OF WORK

A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 20, Project Location Map.

B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf, groundcover, and shrub areas designated hereunder; regularly maintain and prune those portions of trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.

E. All work shall be performed in accordance with the General and Technical Provisions of this Contract and in accordance with an approved service schedule, as approved by the Director. Service schedules may be modified with 30 days advance written notice by the District.

2. GENERAL PROVISIONS - SCHEDULING OF WORK

A. The Contractor will adhere to the facilities, equipment and monthly and annual work schedules submitted as a part of the Contractor's RFP, and incorporated herein by this reference. These schedules, and any approved revisions thereto, will be used by the District as a basis for determining Contractor's satisfactory performance.

B. Revisions to facilities, equipment, or monthly and annual work schedules may not be implemented without the prior written approval of the Director. The Contractor is required to submit proposed revisions regarding facilities, equipment or monthly and annual work schedules in writing to the District at the address as set forth in the Independent Contractor Agreement, Section 3, paragraph N. at least ten (10) working days prior to commencing work per the proposed revisions.

C. Failure to submit proposed revisions concerning facilities, equipment, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations. Specialty type maintenance operations includes, but is not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

F. When inclement weather renders performance per the approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor is required to adjust his work force in order to accomplish those work items not affected by weather, and will contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-

performance penalties per Exhibit C, Section 4.

G. For the purposes of this Contract, "Working Days" are Mondays through Thursdays, excluding holidays as provided herein. The hours of on site maintenance service will be from 7:00 a.m. to 4:30 p.m., not including mobilization to or from work site, on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

3. GENERAL PROVISIONS - FUNCTIONS AND RESPONSIBILITIES

A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Appendix B, Monthly Report Form), and shall be

C. submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

D. The Director may require the Contractor to attend meetings with the District field staff at some fixed interval to review the Contractor's operations, and schedule future work as may be ordered by the Director. Failure to attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.

E. The Contractor shall maintain an office at some fixed place, and be listed in the telephone directory in Contractor's own name or in the Contractor's company name. Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph E. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

F. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by telephone, written email, written mailed correspondence or facsimile transmission. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at **<u>any</u>** time:

1. City Manager
2. Director of Public Works
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Street Maintenance Supervisor
7. Senior Landscape Services Inspector
8. Landscape Services Inspector

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. GENERAL PROVISIONS - CONTRACTOR'S STAFF

A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.

C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.

D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements.

   Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. GENERAL PROVISIONS - EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited

above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

6. GENERAL PROVISIONS - COMPLAINTS

A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.

B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B.

C. In addition to the provisions of Section 6., paragraph A. in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. GENERAL PROVISIONS - SAFETY

A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

   Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2010 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Exhibit A, Section 3, paragraph J of the Contract Agreement.

8. USE OF CHEMICALS

A. Before the beginning of the Contract period, the Contractor is required to submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS) of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.

B. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.

D. Contractor shall report all fertilizers and pesticides used in the performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3, paragraph B. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the City that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.

B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars ($25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Driver, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL PROVISIONS

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed per the frequency of service table, as set forth in Exhibit E. Should weather and/or site conditions preclude the normally scheduled frequency of this service during any month, or portion thereof, the maintenance schedule shall be modified at the discretion and approval of the Director.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall

be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Provisions - Fertilization, Section 18.

13. Pest control: See Technical Provisions - Pesticide Use, Section 19.

14. Aeration:

    (a) All turf areas shall be aerated per the frequency of service table, as set forth in Exhibit E, unless otherwise directed by the Director;

    (b) Aeration shall be done per the frequency of service table, as set forth in Exhibit E, or as directed by District field staff;

    (c) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

    (d) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

    (e) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

    (f) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions – Fertilization, Section 18.

15. Renovation/thatching and additional areation operations are to be considered Additional Work, per Exhibit C., Section 2.

16. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Trees shall be pruned at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Portions of trees up to eighteen feet (18') in height shall:

   (a) Be pruned to enable successful adaptation to their particular site situation;

   (b) Have no more than one-third (1/3) of living branches removed annually;

   (c) Be fertilized only as directed by District field staff.

6. Portions of trees over eighteen feet (18') in height shall:

   (a) Be inspected annually;

   (b) Pruned and/or trimmed as necessary to maintain proper site orientation;

   (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

   (d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall not be allowed:

   (a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

   (c) Use of pruning paint/pruning compound/wound dressing;

   (d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Provisions – Pesticide Use, Section 19.

13. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Shrubs shall be pruned and/or trimmed per the frequency of service table, as set forth in Exhibit E, unless otherwise directed by the Director, in order to:

   (a) Remove dead, diseased, or damaged branches;

(b) Remove unwanted encroachments into public and/or utility rights-of-way;

(c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned in a manner that will:

(a) Enable successful adaptation to their particular site situation;

(b) Follow the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

6. Pruning tools must:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices are not allowed:

(a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") <u>will be done only when authorized by the Director on a site-specific basis</u>.

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

(c) Use of pruning paint/pruning compound/wound dressing.

8. Fertilization: See <u>Technical Provisions - Fertilization</u>, Section 18.

9. Pest control: See <u>Technical Provisions –Pesticide Use</u>, Section 19.

10. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Technical Provisions, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed per the frequency of service table, as set forth in Exhibit E , unless otherwise directed by the Director in order

to:

(a) Remove dead, diseased, or damaged branches/crowns;

(b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

(c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

   (a) To enable successful adaptation to their particular site situation;

   (b) In accordance with accepted practices for the particular species in question;

5. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Provisions - Fertilization, Section 18.

8. Pest control: See Technical Provisions --Pesticide Use, Section 19.

9. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

E. WEED CONTROL

1. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

2. Weed control shall be addressed per the frequency of service table, as set forth in Exhibit E, unless otherwise directed by the Director.

3. Chemical weed control: See Technical Provisions – Pesticide Use, Section 19.

4. Site areas subject to weed control per these Specifications include, but are

not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.

5. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

6. Failure to adhere to the specifications of this section of the Technical Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. Said maintenance shall include, but not be limited to: visual and operational inspections; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

3. For the purposes of this section, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

   (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage;

   (b) Be turned off during periods of rainfall, or as directed by District field staff;

(c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

   (a) Be operated only when Contractor's personnel are present on site;

   (b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;

   (c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. Debris/litter control shall be provided per the frequency of service table, as set forth in Exhibit E, unless otherwise stated herein this Section and/or as directed by the Director.

2. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

3. Contractor shall remove from both planted areas and adjacent hardscapes/walkways the following items, which include but are not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by the Contractor before the close of business the working day following notification of this condition.

4. All hardscape areas that include, but are not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

5. The Contractor shall dispose of all debris and litter, as described in paragraphs 1 and 2 above, off-site, and in a legal manner.

6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices such as, televisions,

computers and computer monitors; firearms, ammunition or other appliances. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

7. Failure to adhere to the specifications of this section of the Technical Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in the performance of contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in the course of the performing the contract's Scope of Work services at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

18. TECHNICAL PROVISIONS - FERTILIZER

A. TURF FERTILIZATION

1. Fertilizer shall be applied to turf areas in accordance with Table I, below. At the discretion and request of the Director additional applications at the pricing terms as listed in the additional work section of Scheduled II may be provided. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs
OCT	1	22-5-5*	1.25	5.7 lbs

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See the following section on fertilizers.

**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See the following sections, below, regarding fertilizers.

1. Humus base fertilizers to be applied by drop spreader only.

2. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

3. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

4. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

5. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. All shrubs and ground covers shall be fertilized per the frequency of service table, as set forth in Exhibit E. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification is required to Director five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

19. TECHNICAL PROVISIONS – PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.

3. All pesticide applications shall be applied as directed by the Director.

4. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

5. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. For pesticide application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice a year, as determined by the Director.

   (b) Appropriate chemical control must be used on the following weeds.

   Bermuda Grass
   Kikuyu Grass
   Nutsedge
   Field Bindweed
   Spurge

   The aforementioned list is inclusive; other species may be added by the Director as necessary

   (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

   (a) Snails shall be controlled on a regular basis on the following plant species:

   Agapanthus africanus
   Aptenia sp.
   Gazania sp.
   Hemerocallis sp.

   (b) Snails shall be controlled on an as needed basis on all other plant material.

   (c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

   (a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(b) The Director may require all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(c) The Director may require all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(d) The Director may require all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

(a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Insect and Disease Control

(a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

20. PROJECT LOCATION MAP

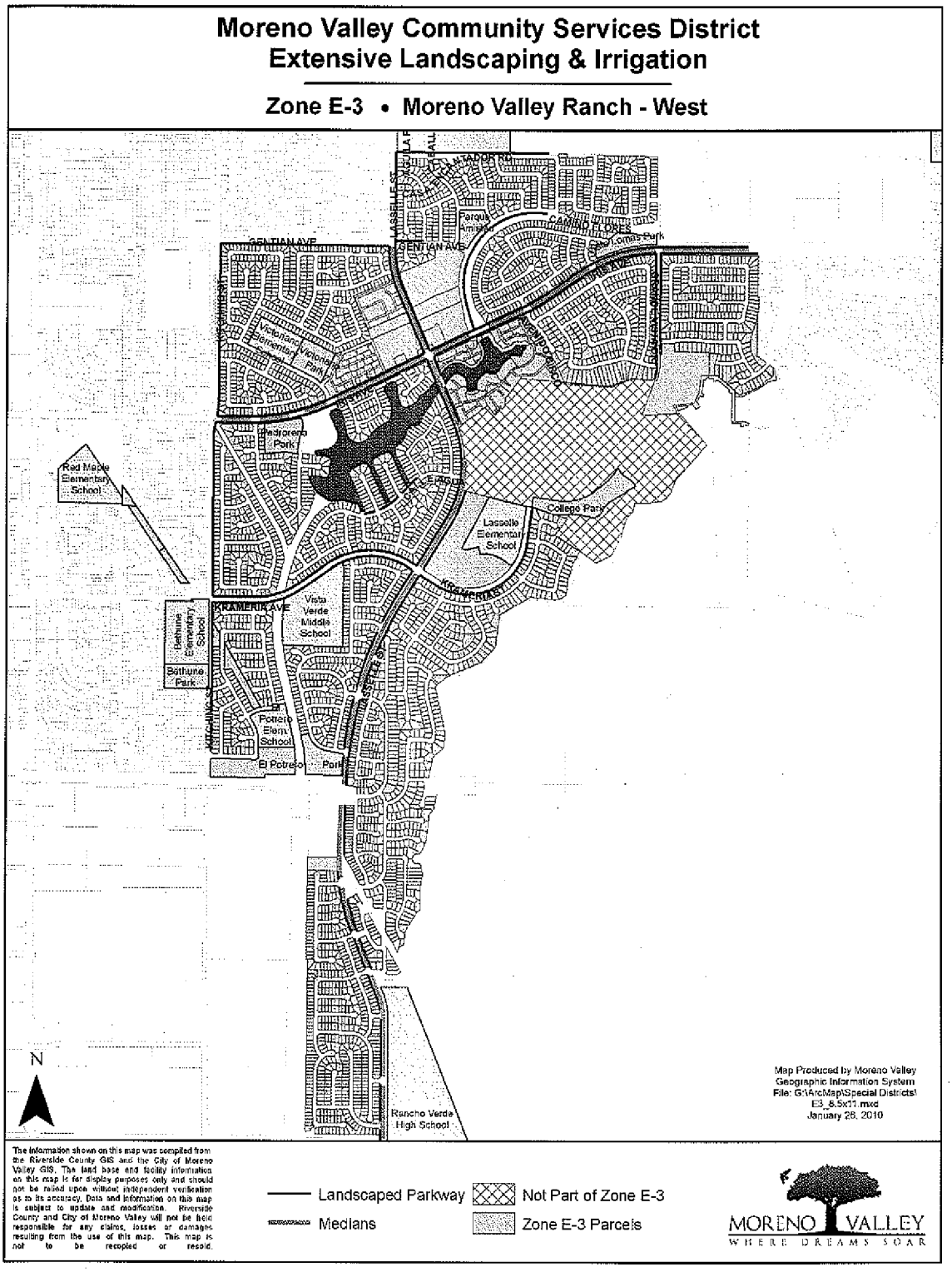

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-3A • Lasselle Powerline Parkway
(Areas de lineas de alta tensión por la Lasselle)

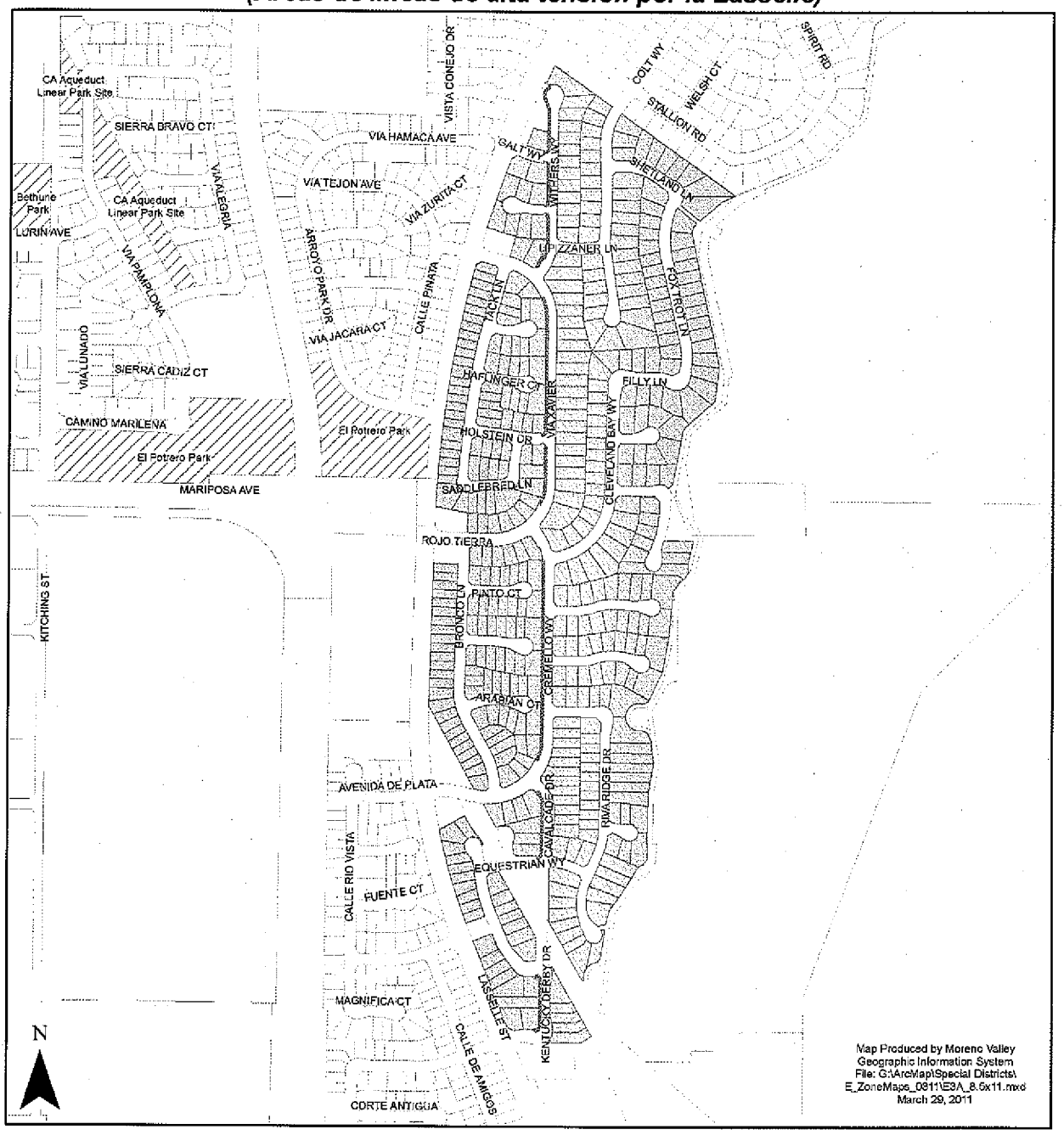

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Landscaped Parkway *(Areas Ajardinadas)*

Zone E-3A Parcels *(Zona E-3A Parcelas)*

MORENO VALLEY
WHERE DREAMS SOAR

EXHIBIT B: District Responsibilities

RFP NO. E-3/11-12
PROJECT NO. E-3/11-12

MORENO VALLEY RANCH-WEST (E-3) AND
LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACT SUPERVISION

A. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.

B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C: Payment Terms

RFP NO. E-3/11-12
PROJECT NO. E-3/11- 12

MORENO VALLEY RANCH-WEST (E-3) AND
LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACTOR'S COMPENSATION

A. The Contractor will be paid monthly per site based upon successful performance of the maintenance services provided in accordance with an approved service schedule for each area/site and in compliance with the terms and provisions of this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports for the: 1) maintenance performed, 2) Greenwaste, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month, and 5) a detailed invoice for services in accordance with the Contract price for the work performed, which shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org.

Accounts Payable questions can be directed to (951) 413-3073.

Copies of invoices and reports will be submitted to the Special Districts Division of the Public Works Department at specialdistricts@moval.org. Calls may also be directed to the Special Districts Division at (951) 413-3480.

B. The Contractor will obtain and keep current during the term of this Contract, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at http://www.moval.org/do_biz/biz-license.shtml.

C. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of eleven thousand, six hundred eighty-eight dollars and thirty-eight/100 ($11,688.38) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed one hundred forty thousand, two hundred sixty dollars and fifty-six/100 ($140,260.56), except as provided for in Section 2 below.

D. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the

completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall_forms.shtml#bf.

E. The minimum information required on all invoices includes:

1. Vendor Name, Mailing Address and Phone Number
2. Invoice Date
3. Vendor Invoice Number
4. City – provided Reference Number (Project No. and Title)
5. Detailed work hours by class title (e.g. Manager, Technician or Specialist), services performed, and rates, explicit portion of a contract amount or detailed billing information is sufficient to justify the invoice amount: single or lump sum amounts without detail are not acceptable.

F. The City shall pay the Contractor for all invoiced and authorized maintenance services within thirty (30) days of receipt of invoice for the same.

G. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2, paragraph C. herein this Exhibit, in addition to the work set forth in Exhibit A, General Provisions - Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Schedule II, Section B & C or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2, paragraph B. below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to

the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in Exhibit E, Schedule II , shall be prorated from the day the Contractor commences work on the additional areas.

D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Schedule II, Section B and C. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).

E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of $11,150.00 for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

A. Work required in the General or Technical Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, telephone, facsimile transmission or in writing.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the District to allow for explanations.

EXHIBIT D: Term of Contract

RFP NO. E-3/11-12
PROJECT NO. E-3/11-12

MORENO VALLEY RANCH-WEST (E-3) AND
LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. TERM OF CONTRACT

A. Following approval by both parties, the Contract will commence on July 1, 2012, and shall terminate June 30, 2013 (12) months thereafter.

B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.

C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.

E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

merchants
landscape services, inc.

COMPANY PROFILE

Merchants Landscape Services is a full service landscape maintenance contractor, which currently operates Five Regional offices in Southern California.

Merchants Landscape Services corporate headquarters is located in Santa Ana. Merchants Landscape is the largest provider of municipal landscape maintenance in Southern California. This growth was accomplished without a marketing department or acquisitions. MLS's corporate philosophy is based on service and client retention. Our Sun Valley branch service's LA and Ventura counties, the Santa Ana and Irvine branch's Orange County, the Rancho Cucamonga branch and our Palm Springs branch service's Riverside and San Bernardino counties. Merchants Landscape Services has over 350 employees and maintains a fleet of over 200 trucks and trailers. Company annual sales will exceed $16,000,000.00 this year.

We have hundreds of accounts encompassing a wide range of maintenance clients. These include national Hotels, Regional Shopping centers, HOA's and commercial centers in every county. Also included are large regional Hospitals, school districts, and County contracts. However, nearly 95% of the company's revenue is generated from municipality landscape maintenance contracts. Merchants Landscape Services is currently servicing the cities of:

Palm Springs	Ontario	Rancho Palos Verde
Anaheim	Riverside	Palos Verde Estates
Orange	Pasadena	San Juan Capistrano
Aliso Viejo	Yorba Linda	Manhattan Beach
Sierra Madre	County of Orange	Irvine
Moreno Valley	Newport Beach	

Merchants welcomes any interested future clients to contact any of our current clients regarding Merchants services.

Merchants Landscape Services is 1 of only 2 landscape maintenance companies in California that are self-insured for workers compensation insurance. Allowing Merchants to maintain a lower cost of operation and provide our clients with very competitive pricing.

The contact lead person for the City of Moreno Valley Ranch will be the Regional Manager Patrick Healy, patrick@merchantslandscape.com. The office is located at 8847 W. 9th St., Rancho Cucamonga, CA. 91730, office # (800) 645-4881, Fax # (909) 981-1029

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

RFP NO. E-3/11-12
PROJECT NO. E-3/11-12

MORENO VALLEY RANCH-WEST (E-3) AND
LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

RFP NO. E-3/11-12
PROJECT NO. E-3/11-12

MORENO VALLEY RANCH-WEST (E-3) AND
LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

I: SCHEDULE I – VENDOR INFORMATION

A. COMPANY NAME: Merchants Landscape Services, Inc.

TYPE
- Sole proprietor _____
- Partnership _____
- Corporation X

B. COMPANY ADDRESS (STREET) 8847 W. 9th St.

(CITY, STATE, ZIP) Rancho Cucamonga, CA. 91730

C. COMPANY ADDRESS (MAILING) 1510 S. Lyon St.

(CITY, STATE, ZIP) Santa Ana, CA. 92705

D. BUSINESS PHONE NUMBER(with area code) (800) 645-4881

E. SATELLITE OFFICE ADDRESS (if applicable):
See attached Branch List

F. SATELLITE OFFICE PHONE NUMBER See attached

G. CONTRACTOR'S LICENSING INFORMATION:

1. LICENSE NUMBER/CLASSIFICATION/NAME STYLE: 765658 C27
2. NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 13 yrs.
3. LICENSE EXPIRATION DATE: 7-31-13
4. CURRENT LICENSE STATUS: Active

5. PRIOR ACTIONS AGAINST THIS LICENSE? Yes / (No)
6. IF YES, LIST CITATION TYPE AND HOW RESOLVED: _____

H. .COMPANY'S FEDERAL IDENTIFICATION NO.: 95-4725606

I. NAME AND TITLE(s) OF COMPANY OFFICERS:

Mark Brower	President
Theodore Haas	Chairman

J. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES: 13 yrs.

K. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 11 yrs.

L. CURRENT LANDSCAPE MAINTENANCE OPERATIONS

THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED IN ANSWER TO THIS QUESTION (QUESTION L.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

TOTAL NUMBER OF LANDSCAPE MAINTENANCE CONTRACTS: 96

PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 97%

TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: $15,800,000/year

1. NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS:	21	AVERAGE WAGE SCALE: $ 30.00/ *
TECHNICIANS:	26	AVERAGE WAGE SCALE: $ 19.00/Hr.*
FOREMEN:	69	AVERAGE WAGE SCALE: $ 15.00/Hr.*
LABORERS:	220	AVERAGE WAGE SCALE: $ 12.00/Hr.*

*Use the fully burdened rate (i.e., taxes, insurance, benefits, OH &P) - This is a prevailing wage project.

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

A. MOTOR VEHICLES
- TYPE: See attached NUMBER: 143
- TYPE: _____ NUMBER: _____

- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____

B POWER EQUIPMENT
- TYPE: SEE ATTACHED NUMBER:_____
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____

II: REFERENCES

Attach Responses to this question on additional sheets – One sheet per reference

A. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.

B. REFERENCE RESPONSES MUST INCLUDE:

1. NAME AND ADDRESS OF AGENCY;
2. NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
3. CONTRACT NAME(S) / NUMBER(S);
4. ANNUAL CONTRACT AMOUNT(S);
5. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
6. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
6. LENGTH OF CONTRACT(S).

C. **THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:**

1. How many (number) of contracts and years under contract?
2. What are/were the Scope of the contract(s), acreage amounts, location(s)?
3. What are/were the Contract amount(s)?
4. Do/did they have adequate (quantity/quality) staffing?
5. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
6. Does staff have the ability to comprehend/speak English?
7. How are/were the appearance, uniforms, and use of safety equipment?
8. Do/did they have availability of additional personnel for extra work/special projects?
9. Is/was the equipment used in good working order?
10. Do/did they have an effective in-company communications system?
11. How is/was the knowledge of project/contract standards?
12. Do/did they have the ability to respond to complaints/requests in a timely fashion?

MERCHANTS LANDSCAPE SERVICES, INC.

References

CITY OF IRVINE
P.O. Box 19575
Irvine, CA. 92623
Contact: Ariel De La Paz
Phone: (949) 724-7619
Project Completion: On going to 2014
Project size in $: $3,000,000/year
City Parks & Sports Parks

CITY OF PALM SPRINGS
3200 Tahquitz Canyon Dr.
Palm Springs, CA. 92262
Contact: Vickie Oltean
Phone: (760) 831-8665
Project Completion: On going to 2013
Project Size in $: $1,200,000/year
Sports Parks, City Parks, Facilities, and Medians

CITY OF ORANGE
230 E. Chapman
Orange, CA. 92866
Contact: Dana Robertson
Phone: (714) 744-7283
Project Completion: On going to 2016
Project size in $: $750,000/year
All City Parks & Assessments Districts

CITY OF PALOS VERDES ESTATES
340 Palos Verdes Drive West
Palos Verdes Estates, CA. 90274
Contact: Carl Mortiz
Phone: (310) 378-0383
Project Completion: On going to 2012
Project size in $240,000/year Parklands and Right of Way Maintenance

CITY OF NEWPORT BEACH
3300 Newport Blvd.
Newport Beach, CA. 92658
Contact: Dan Sereno
Phone: (949) 644-3069
Project Completion: On going to 2012
Project size in $: $650,000/year
All City Medians & Parkways

CITY OF MANHATTAN BEACH
3621 Bell Avenue
Manhattan Beach, CA. 90266
Contact: Juan Price
Phone: (310) 802-5310
Project Completion: On going to 2015
Project size in $: $500,000/year
All City Medians, Parks & Facilities

CITY OF MORENO VALLEY
14325 Frederick St., Ste: 9
Moreno Valley, CA. 92552
Contact: Dan Monto
Phone: (951) 413-3492
Project Completion: On going to 2013
Project size in $64,416.00/year
Maintenance of Parkway & Medians

CITY OF YORBA LINDA
4845 Casa Loma Ave.
Yorba Linda, CA. 92886
Contact: Bruce Carleton
Phone: (714) 961-7170
Project Completion: On going to 2012
Project size in $:420,000.00
City Parks

13. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
14. How accurate & timely is/was billing/invoicing?
15. Have Contract(s) been successfully completed to term?
16. Would you accept future proposals/bids from this company?

III: PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

A. **Facilities** – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

8847 W. 9th St.
Rancho Cucamonga, CA. 91730

15507 Sunview Circle
Riverside, CA. 92504

B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **Equipment:**

See below

2. **Motor Vehicles:**

1 - F150 with trailer
1 - Ranger Irrigation Truck

3. **Turf Maintenance Power Equipment/Tools:**

1 - Rider Lazer
1 - 36" Walk Behind

4. **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**
(List both powered and hand equipment/tools)

2 - Hedge trimmers
2 - Blowers
2 - String trimmers
1 - Lopper
1 - Hand tool

5. **Irrigation System Maintenance Equipment:**
(List both powered and hand equipment/tools)

Universal Remote
Wire Tracker
All necessary hand tools

6. **Fertilizer Application Equipment:**
(List both powered and hand equipment/tools)

Earthway rotary spreaders
Scotts Accu Pro 2000
Lesco commercial plus 2 speed power spreader
Lesco walk behind spreader

7. **Pesticide Application Equipment:**
(List both powered and hand equipment/tools)

4 gal. Lesco backpack sprayer
Lesco commercial plus 2 speed power sprayer
Lesco commercial plus power sprayers 50 gal. each

C. **Staff**: - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**
(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

1 - Supervisor - Part Time
1 - Foreman - Full Time
4 - Laborer - Full Time & Part Time

2. **Tree Trimming/Maintenance:**
(List any ISA or equivalent certified personnel)

N/A

3. **Irrigation System Maintenance:**
(List technical personnel – include any relevant education, certification, licensing information for each person listed)

1 - Irrigation Tech part time

4. **Pesticide Application:**
(List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.)

1 - QAL Applicator part time

IV: PROPOSED PROJECT WORK SCHEDULES

Pages 70-73 contain blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed scheduled for performing the services as describe in Exhibit A. For those services listed under the Technical Provisions found in Exhibit A, Section 17, and Section 18 B (Shrub & Ground Cover Fertilization) refer to the FREQUENCY OF SERVICE TABLE located in Exhibit E, for **Service Schedule Level 3**, page 74. Use additional sheets as necessary to provide a full and comprehensive response on each of the schedule sheets.

If selected, the awarded Contractor will provide the CSD, within 30 days after contract execution, a mapped work schedule for E-3 and E-3A. Sample mapped work schedules have been provided for reference.

A. MONTHLY SCHEDULE SHEET

1. List all tasks specified to be performed on a weekly or monthly basis for the E-3 and E-3A areas in the box corresponding to the day of the week/month the work is proposed to be performed.

2. Be sure to include administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

B. ANNUAL SCHEDULE SHEET

1. List all tasks specified to be performed for the E-3 and E-3A areas at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which the work is proposed to be performed.

2. Be sure to include any administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

MERCHANTS LANDSCAPE SERVICES, INC.
C CITY OF MORENO VALLEY
ANNUAL MAINTENANCE SCHEDULE 2012
E-3 FULL SERVICE

Merchants Landscape Services
8847 W. 9th Street
Rancho Cucamonga, CA 91730
California Contractor's License
#765658

January 2012

JAN.	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Mow & edge turf weekly	Mow & edge turf weekly Fertilize 22-0-6	Mow & edge turf weekly Broadleaf	Mow & edge turf weekly Broadleaf Aerate	Mow & edge turf weekly	Mow & edge turf weekly Fertilize 22-5-5	Mow & edge turf weekly Aerate	Mow & edge turf weekly	Mow & edge turf weekly	Mow & edge turf weekly De-thatching Aerate Fertilize 22-5-5	Mow & edge turf weekly	Mow & edge turf weekly
Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees pre-emergence Weed Control	Trim shrubs ground cover, Vines & trees snail bait Fertilize Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees snail bait Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Inspection of trees Fertilize Weed Control	Trim shrubs ground cover, Vines & trees snail bait Weed Control	Trim shrubs ground cover, Vines & trees pre-emergence Weed Control	Trim shrubs ground cover, Vines & trees Weed Control
Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly
Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week

MERCHANTS LANDSCAPE SERVICES, INC.
C CITY OF MORENO VALLEY
ANNUAL MAINTENANCE SCHEDULE 2012
E-3 SERVICE SCHEDULE LEVEL 2

Merchants Landscape Services
8847 W. 9th Street
Rancho Cucamonga, CA 91730
California Contractor's License
#765658

January 2012

JAN.	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Mow & edge turf bi-weekly	Mow & edge turf bi-weekly Broadleaf Fertilize	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly Aerate	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly Fertilize	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly Aerate	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly
	Trim shrubs ground cover, Vines & trees Weed Control		Trim shrubs ground cover, Vines & trees Fertilize Weed Control		Trim shrubs ground cover, Vines & trees Weed Control!		Trim shrubs ground cover, Vines & trees Weed Control	inspection of trees Fertilize	Trim shrubs ground cover, Vines & trees Weed Control		Trim shrubs ground cover, Vines & trees Weed Control
Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly
Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week

MERCHANTS LANDSCAPE SERVICES, INC.
C CITY OF MORENO VALLEY
ANNUAL MAINTENANCE SCHEDULE 2012
E-3 SERVICE SCHEDULE LEVEL 3

Merchants Landscape Services
8847 W. 9th Street
Rancho Cucamonga, CA 91730
California Contractor's License
#765658

January 2012

JAN.	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Mow & edge turf bi-weekly	Mow & edge turf bi-weekly Fertilize	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly Aerate	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly Fertilize	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly
Trim shrubs ground cover, Vines & trees Weed Control			Trim shrubs ground cover, Vines & trees Fertilize Weed Control			Trim shrubs ground cover, Vines & trees Weed Control		Inspection of trees	Trim shrubs ground cover, Vines & trees Weed Control		
Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly
Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week

MERCHANTS LANDSCAPE SERVICES, INC.
C CITY OF MORENO VALLEY
ANNUAL MAINTENANCE SCHEDULE 2012
E-3A FULL SERVICE

Merchants Landscape Services
8847 W. 9th Street
Rancho Cucamonga, CA 91730
California Contractor's License
#765658

January 2012

JAN.	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees pre-emergence Weed Control	Trim shrubs ground cover, Vines & trees snail bait Fertilize Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees snail bait Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Inspection of trees Fertilize Weed Control	Trim shrubs ground cover, Vines & trees snail bait Weed Control	Trim shrubs ground cover, Vines & trees pre-emergence Weed Control	Trim shrubs ground cover, Vines & trees Weed Control
Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly
Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
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MERCHANTS LANDSCAPE SERVICES, INC.
C CITY OF MORENO VALLEY
ANNUAL MAINTENANCE SCHEDULE 2012
E-3A SERVICE SCHEDULE LEVEL 2

Merchants Landscape Services
8847 W. 9th Street
Rancho Cucamonga, CA 91730
California Contractor's License
#765858

January 2012

JAN.	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
	Trim shrubs ground cover, Vines & trees Weed Control		Trim shrubs ground cover, Vines & trees Fertilize Weed Control		Trim shrubs ground cover, Vines & trees Weed Control		Trim shrubs ground cover, Vines & trees Weed Control	Inspection of trees Fertilize	Trim shrubs ground cover, Vines & trees Weed Control		Trim shrubs ground cover, Vines & trees Weed Control
Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly
Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week

City of Moreno Valley
Landscape Maintenance Crew

E-3 E-3A Level 3 Jan-12

3 man detail crew	3 man detail crew	4 man mow crew	4 man mow crew		
Monday	*Tuesdays*	*Wednesdays*	*Thursday*	*Fridays*	*Legend*
E-3 Detail Crew	E-3 Detail Crew	E-3 Mow and Edge	E-3 Mow and Edge		1st Week
E-3 Detail Crew	E-3 Detail Crew	E-3 Detail Crew	E-3 Detail Crew		2nd Week
E-3 Detail Crew	E-3 Detail Crew	E-3 Mow and Edge	E-3 Mow and Edge		3rd Week
E-3 Detail Crew	E-3 Detail Crew	E-3 Detail Crew	E-3 Detail Crew		4th Week

City of Moreno Valley
Landscape Maintenance Detail Crew

E-3 E-3A

Level 3

1 man irrigator

1 man irrigator

Mondays	Tuesdays	Wednesdays	Thursday	Fridays	Legend
Inspection Area E-3	Inspection Area E-3				1st Week
Inspection Area E-3	Inspection Area E3A				2nd Week
Inspection Area E-3	Inspection Area E-3				3rd Week
Inspection Area E-3	Inspection Area E-3A				4th Week

Date: Moreno Valley site inspection form

1 Moreno Valley Ranch West E-3
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3 Lasselle Powerline Parkway E-3A
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MV00200208

V: FREQUENCY OF SERVICE TABLE

Service Type	Service Schedule Level 1 (4 Week)	Service Schedule Level 2 (8 Week)	Service Schedule Level 3 (12 Week)
17.A. Turf Care			
Mow/edge/trim	Weekly	Every other week	Every other week
Aeration	Bi-annually (Spring & Fall)	Bi-annually (Spring & Fall)	Annually (Spring)
17.C. Shrub Care			
Prune/trim	Monthly	6x's per year	4x's per year
17.D. Ground Cover			
Prune/trim	Monthly	6x's per year	4x's per year
17.E. Weed Control			
Weed control	Monthly	6x's per year	4x's per year
17.G. Debris/Litter			
Debris/Litter removal	Weekly	Every other week	Monthly
18.A. Turf Fertilization	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)
18.B. Shrub/Ground Cover Fertilization	2x's per year (April & Sept.)	2x's per year (April & Sept.)	1x per year (April)

VI: SAMPLE SERVICE SCHEDULES

A. E-3 – 4 WEEK ROTATION (Service Schedule Level 1)

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-3 Landscaping Schedule

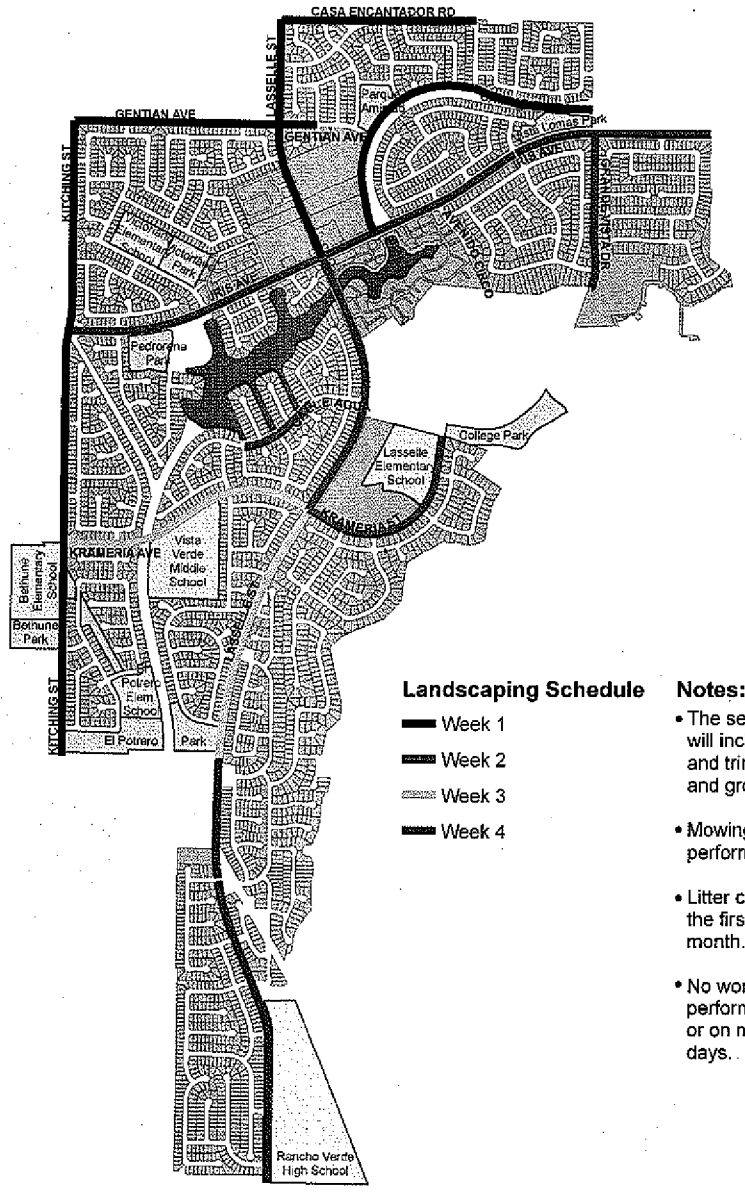

Landscaping Schedule

- Week 1
- Week 2
- Week 3
- Week 4

Notes:

- The service for each area will include weed control and trimming of shrubs and groundcover.
- Mowing of turf is performed every ~~2 weeks.~~ week.
- Litter control is performed the first Wed. of each month.
- No work shall be performed on City holidays or on mandatory furlough days.

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recapied or resold.

Map Produced by Moreno Valley
Geographic Information System
File: G:\ArcMap\Special Districts\
MovalRanch_LandscapingSchedule_4wk.mxd
November 15, 2011

MORENO VALLEY
WHERE DREAMS SOAR

B. E-3 - 8 WEEK ROTATION (Service Schedule Level 2)

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-3 Landscaping Schedule

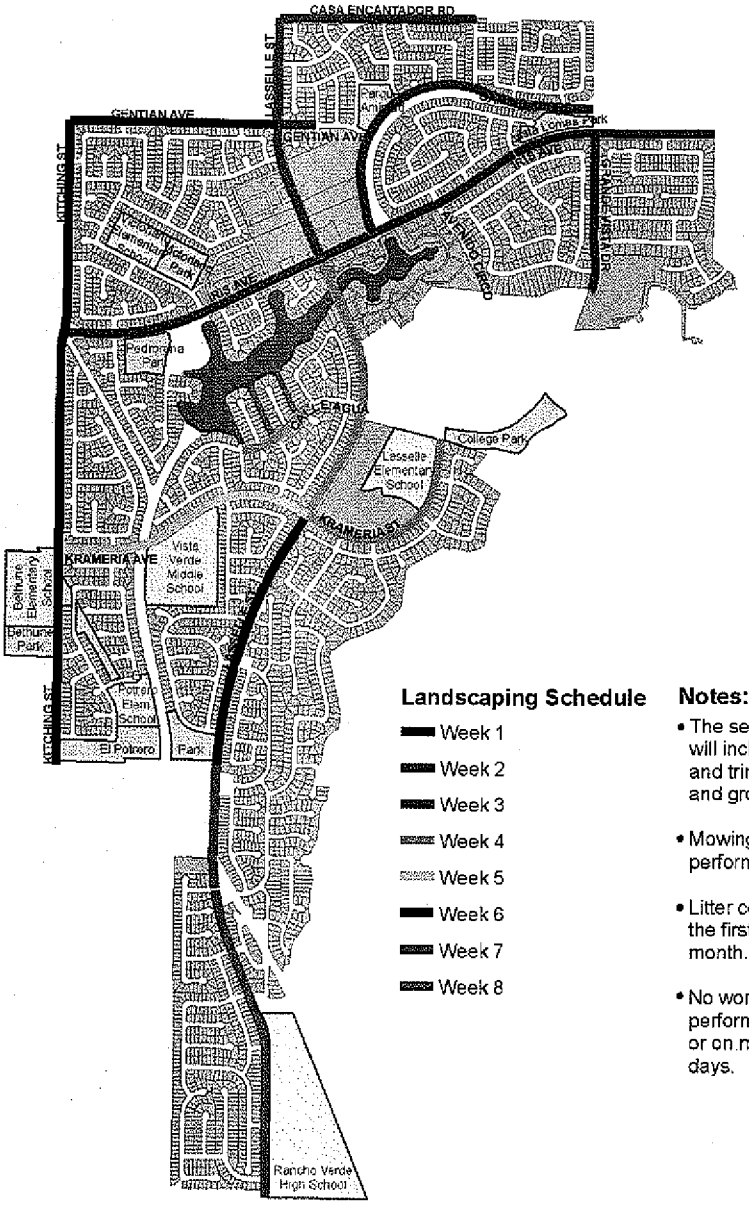

Landscaping Schedule

- Week 1
- Week 2
- Week 3
- Week 4
- Week 5
- Week 6
- Week 7
- Week 8

Notes:

- The service for each area will include weed control and trimming of shrubs and groundcover.
- Mowing of turf is performed every 2 weeks.
- Litter control is performed the first Wed. of each month.
- No work shall be performed on City holidays or on mandatory furlough days.

N

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Map Produced by Moreno Valley
Geographic Information System
File: G:\ArcMap\Special Districts\
MovalRanch_LandscapingSchedule_8wk.mxd
November 15, 2011

MORENO VALLEY
WHERE DREAMS SOAR

C. E-3 - 12 WEEK ROTATION (Service Schedule Level 3)

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-3 Landscaping Schedule

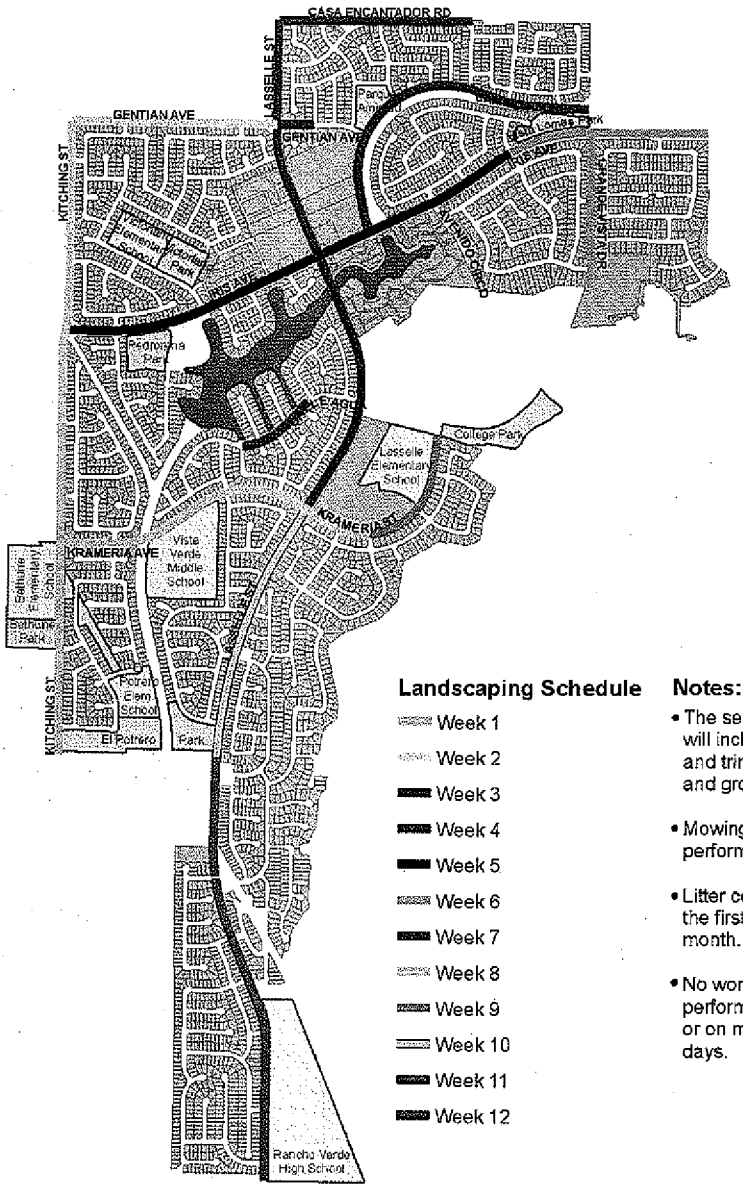

Notes:

- The service for each area will include weed control and trimming of shrubs and groundcover.
- Mowing of turf is performed every 2 weeks.
- Litter control is performed the first Wed. of each month.
- No work shall be performed on City holidays or on mandatory furlough days.

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Map Produced by Moreno Valley
Geographic Information System
File: G:\ArcMap\Special Districts\
MovalRanch_LandscapingSchedule.mxd
November 16, 2011

MORENO VALLEY
WHERE DREAMS SOAR

D. E-3A

The area shall be maintained at the frequency of every 4 weeks (service schedule level 1), 8 weeks (service schedule level 2), or 12 weeks (service schedule level 3).

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-3A • Lasselle Powerline Parkway
(Areas de lineas de alta tensión por la Lasselle)

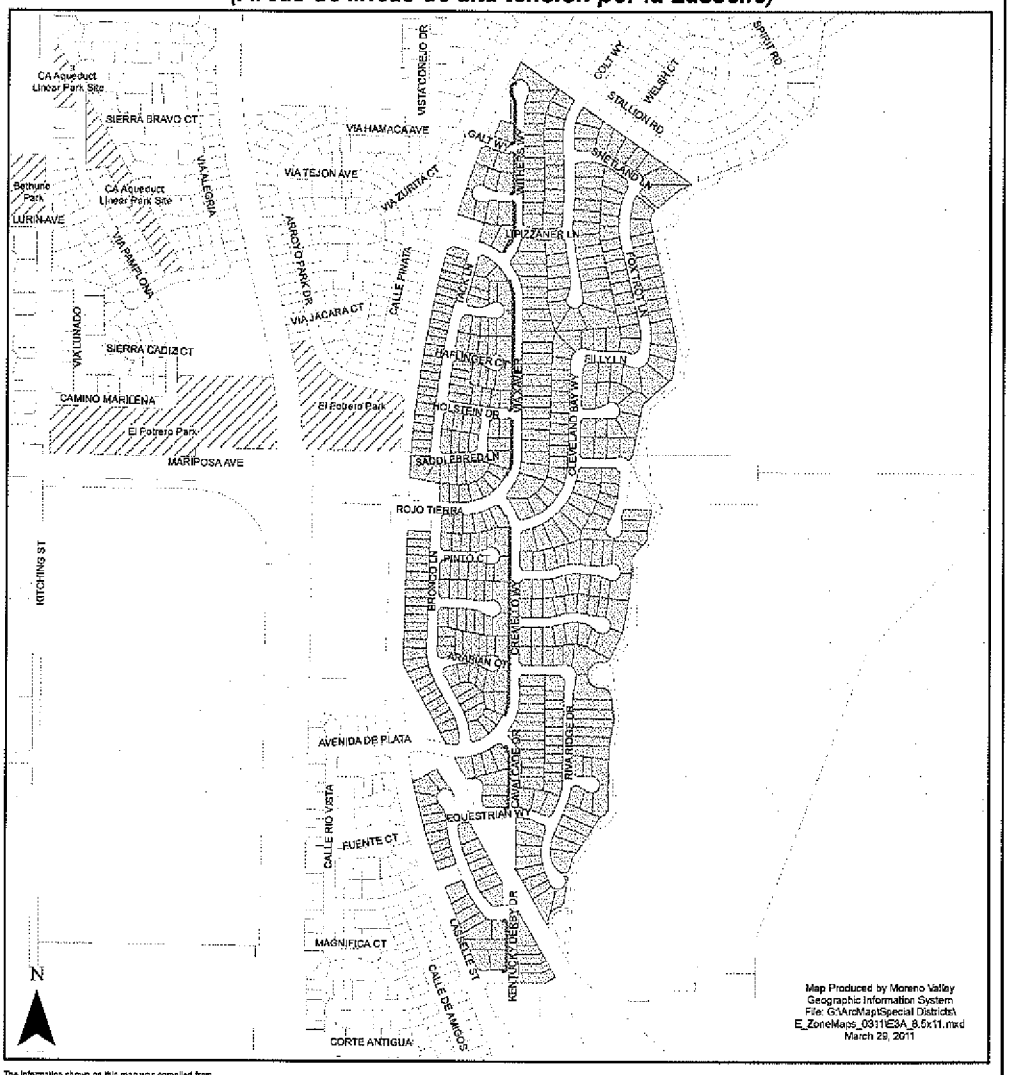

VII. PROPOSED ANNUAL MATERIAL SCHEDULE

A. Fertilizers:

List the fertilizers to be furnished to execute work tasks specified in Exhibit A. Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
23-5-10	180 bags - 50 lbs.	$3,600.00

B. Pesticides:

List pesticides to be furnished to execute work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Snap shot - pre-emergent	150 lbs.	$300.00
Fusilade - Herbicide	3 pints	$210.00
Fumitoxin - Gopher control	15 flask	$390.00
M-pede-insecticide	36 gal.	$120.00

VIII. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

A. Communications:

The General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Scope of Services specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

Merchants has a 24 hour/7 days a week dispatch manned by Merchants employees. Also, all Area Managers have Sprint phones/radios with Blackberry capability for field e-mail access. All crew foreman also have Sprint phones/radios. All of the above allows Merchants to have a 24 hours, 7 days a week rapid communication capabilities.

B. Traffic Safety:

The General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

Merchants possesses all it's own traffice control devices, including arrow boards, delinators signage etc. It is very versed and experienced in caltrans requirements. It practices traffic control daily in Cities through out Southern California.

C. **Greenwaste Recycling:**

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

Burrtec Waste Industries, Inc.
9820 Cherry Ave.
Fontana, CA. 92335
Contact: Vicent - (800) 998-8774

Burrect Waste Industries, Inc.
1850 Aqua Mansa Rd.
Riverside, CA. 92509
Contact: Judy Davis - (951) 786-0639

Aqua Mansa Waste Site
1830 Aqua Mansa Rd.
Riverside, CA. 92509
(951) 786-0544

IX. LIST OF SUBCONTRACTORS

A. SUBCONTRACTORS:

In compliance with the provisions of Government Code, Section 4102, the undersigned Proposer sets forth the name and location (address) of the place of business of each subcontractor who will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
None		

X. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE _____

PRINTED NAME Mark Brower

TITLE President

COMPANY NAME Merchants Landscape Services, Inc.

DATE February 17, 2012

XI. PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the Moreno Valley Community Services District and Merchants Landscape Services and further , the aforesaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind Merchants Landscape Servicesto the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT (PRINTED), SIGNED AND DATED

SIGNATURE _____

NAME Mark Brower

TITLE President

COMPANY NAME Merchants Landscape Services, Inc.

DATE February 17, 2012

MERCHANTS LANDSCAPE SERVICES

BRANCH LIST

Pomona Branch

8847 W. 9th Street	*Phone: 800-645-4881*
Rancho Cucamonga CA, 91730	*Fax: 909-981-1029*
Regional Manager – Patrick Healy	***Cell: 310-864-9900***

Los Angeles Branch

11220 ½ Peoria St.	*Phone: 800-645-4881*
Sun Valley, CA 91352	*Fax: 818-504-2578*
Regional Manager – Patrick Healy	***Cell: 310-864-9900***

Orange County

1639 E. Edinger Ave. Building # C	*Phone: 800-645-4881*
Santa Ana, CA 92705	*Fax: 714-972-3185*
O.C. Regional Manager – Martin Herrera	***Cell: 714-720-1330***

Irvine Branch

1510 S. Lyon St.	*Phone: 800-645-4881*
Santa Ana, CA. 92705	*Fax: 714-972-3185*
O.C. Regional Manager – Martin Herrera	***Cell: 714-720-1330***

Palm Springs Branch

1130 Valdivia, Suite #A	*Phone: 800-645-4881*
Palm Springs, CA 92262	*Fax: 760-864-9528*
Branch Manager – Mike Kartchner	***Cell: 760-802-4519***

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EQUIPMENT INVENTORY

Revised 10-18-11

Description	Serial #
22" Double Sided	8040608
22" Double Sided	9111852
4.0HP Honda	C11118
4.0HP Honda	C11471
Aerator - John Deere 1500 A20857	M01500X025435
Aerator - Lesco / push behind	72260835
Aerator Classen 42" 3 pt hitch	720263984
Aerator Drum 70"	20637
Aerator Gearmore w/tank	614002 / A20977
Aerator Hasqaverna walk behind	53058177
Aerator Honda 25.5 - Blu H742	83970569
Aerator Landpride PTO CA2560	574628
Aerator Model 968982105 Husquarna	8400476
Aerator Tow - Lesco	72260739
Aerator Tow behind	645
Aerator Walk behind	74238666
Aireator - Orange	53058177
Arborist's Saw 35cc	167677832
Arborist's Saw 35cc	169484303
Auger Honda Engine	A20849
Auger post hole digger w/2" - Echo A20447	E02103003542
Avger Honda/Ground hog-Mod. C71-5	1741792
Backpack Blower	271288400
Backpack blower	272069304
Backpack blower	272069313
Backpack blower	272069325
Backpack blower	T14211001105
Backpack blower	272069301

Description	Serial #
Backpack blower 36"-Walk behind Model TH	824945
Backpack blower Echo 44cc carb II	P08111002945
Backpack blower Echo-PB-413	P0811003315
Backpack blower Husquvarna - 145BF	3003305
Backpack blower Husquvarna - 145BF	965102305
Backpack blower STIHL-BR-550	271665390
Backpack blower STIHL-BR-550	271665392
Backpack blower STIHL-BR-550	271665400
Backpack blower STIHL-EB8520	8100766
Backpack blower STIHL-EB8520	8100911
Backpack blower STIHL-EB8520	9051522
Backpack blower STIHL-EB8520	9071730
Backpack blower STIHL-EB8520	9071742
Backpack blower STIHL-EB854	T14211001168
Backpack blower STIHL-EB854	T14211001170
Bagging System - Exmark LHPUV4650	718814
Battery Charger (for 6 & 12 volts) Model #7200	
Bit- 5 gallon	
Bit- 5 gallon	
Blower	4000-736
Blower	4001270-04
Blower	P02311002461
Blower	4001276-04
Blower	P02311002514
Blower	P02311025542
Blower	P02311025546
Blower	P02311025631
Blower	P08211002836

MV00200221

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Description	Serial #
Blower	30002315
Blower	P02311025233
Blower	P02311025283
Blower	P02311025284
Blower	P02311025301
Blower	P02311025321
Blower	P02311025331
Blower	P02311025342
Blower	P02311025536
Blower	P02311026296
Blower	P33011002057
Blower - Echo	#09005538
Blower - Echo	D08111003544
Blower - Echo	O90005598
Blower - Echo	P02011001417
Blower - Echo	P08011015596
Blower - Echo	P08111002393
Blower - Echo	P08111002736
Blower - Echo	P08111002768
Blower - Echo	P08111002852
Blower - Echo	P08111003367
Blower - Echo	P08211002735
Blower - Echo	P08211003677
Blower - Echo	7611021673
Blower - Echo (blue)	2004117
Blower - Echo PB500HT	P02311006658
Blower - Echo PB500HT	P02311008859
Blower - Echo PB500HT	P02311023203

Description	Serial #
Blower - Echo PB500HT	P02311023292
Blower - Echo PB500HT	P02311023295
Blower - Echo PB500HT	P33011001514
Blower - Hasqvarna (green/black)	3004020
Blower - Hasqvarna (white)	3003318
Blower - Husqvama	3000793
Blower - Husqvama	3003317
Blower - Husqvama	3003850
Blower - Husqvama	3003867
Blower - Husqvama (black)	2005701
Blower - Husqvama (black)	3002024
Blower - Husqvama (black)	3002032 - 551139
Blower - Husqvama (orange)	3003215
Blower - Husvarna	60084
Blower - Husvarna	2001840
Blower - Husvarna	2003287
Blower - Husvarna	2011846.00
Blower - Husvarna	3000791
Blower - Husvarna	5000437
Blower - Husvarna	13000710
Blower - Kawaski (yellow)	56002021
Blower - PB500HT	P02311003668
Blower - PB500HT	P02311003698
Blower - PB500HT	P02311003707
Blower - PB500HT	P02311003795
Blower - PB500HT	P02311020201
Blower - Shindawa	4107423
Blower (Back Pack) 1 Echo 50CC Model PB50	S69311005757

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Description	Serial #
Blower (Backpack)	904091
Blower (Backpack)	904093
Blower (Backpack)	904095
Blower (Backpack)	904097
Blower (Backpack)	285717301
Blower (Backpack)	T14211001051
Blower (black & white)	1002106
Blower (Mist) Model MD155DX-Maruyama	267622333
Blower (Mist) Model SR420Z-STILI	267622355
Blower back pak	9535115-76
Blower Backpack	904107
Blower Backpack	80704100
Blower Echo	P08211003528
Blower Echo	P08211003546
Blower Echo	PO8111001519
Blower Echo 4600	21171
Blower Echo 4600	9003418
Blower Echo 4600	42023570602
Blower Echo 4600	570411001510
Blower Echo Model PB413-H	2002773
Blower Echo Model PB413-H	2004160
Blower Husquvarna	2003214
Blower Husquvarna	3000795
Blower Husquvarna	3003206
Blower Husquvarna	5000061
Blower Husquvarna	5000435
Blower Husquvarna	7003839
Blower Husquvarna	10004766

Description	Serial #
Blower Echo Model PB413-H	9002264
Blower Echo Model PB415T	P08111001232
Blower Husquarna 145BF	2003219/2003223
Blower Husquvarna	1569
Blower Husquvarna	20001849
Blower Husquvarna	30002728
Blower Husquvarna	50000441
Blower Husquvarna	70924381
Blower Low Noise - Echo PB460LN	P08211002855
Blower Low Noise - Echo PB460LN	P08211003319
Blower Low Noise - Echo PB460LN	P08211003392
Blower Low Noise - Echo PB460LN	P0821100344
Blower Low Noise - Echo PB460LN	P08211003529
Blower Low Noise - Echo PB460LN	P08211003538
Blower Low Noise - Echo PB460LN	P08211003541
Blower Low Noise - Echo PB460LN	P08211003715
Blower Low Noise - Echo PB460LN	P08211006691
Blower Low Noise - Echo PB460LN	P08211006767
Blower Red Max Model EB2500	216836
Blower Red Max Model EB2500	71003044
Blower Red Max Model EB2500	E1325000
Blower Redmax	80206383
Blower Redmax Model EBZ5000	50403101
Blower Redmax Model EBZ5000	56300609
Blower Solo backpack	
Blower Stihl	271665391
Blower Stihl	No serial#
Blower, Frame, Throttl	4001266

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Description	Serial #
Blower, Frame, Throttl	620001275
Blower, Frame, Throttl	620001276
Blower, Frame, Throttl	620001279
Blower, Frame, Throttl	4000726
Blower, Frame, Throttl	4000728
Blower, Frame, Throttl	4000736
Blower, Frame, Throttl	40000739
Blower, Frame, Throttlb	4001279
Blower/Hip Throttle - Echo PB413HC	P08011020164
Blower/Hip Throttle - Echo PB413HC	P08011020184
Blower/Hip Throttle - Echo PB413HC	P08011020191
Blower/Hip Throttle - Echo PB413HC	P08011020193
Blower/Hip Throttle - Echo PB413HC	P08011020197
Blower-low noise	1002836
Blower-Redmax	EBZ9100-CA
Blower-Shindawa	90717
Bluebird 22" Flail Power rake	072330206
Bottle jack 10 tons	
Bulldog 500 Gallon Water trailer	
Cart Cushman	99000804
Chain Saw - Homelite	ATL1942287
Chain Saw - Husqvarna	SM080300474
Chain saw - STHL (Big)	30030006821
Chain saw (small) - Echo	2037266
Chain Saw 1 Echo 32.6cc Chain Saw 14" bar top handle	C07811002340
Chain Saw 1 Echo 32.6cc Chain Saw 14" bar top handle	C07711009382
Chain Saw 14"	285232710
Chain Saw 14"	285232715

Description	Serial #
Chain Saw 14"	C07611009915
Chain Saw 16" - Echo	C07611003642
Chain Saw 16" - Echo	C07611007001
Chain Saw Echo	341
Chain Saw Echo	2027080
Chain Saw Echo	2054689
Chain Saw Echo - 16"	C14709004338
Chain Saw Echo - 16"	CS378-16
Chain Saw Echo Model CS341	2027183
Chain Saw Husqvarna 36cc	74439484
Chain Saw Stihl	269159862
Chainsaw - Echo	C08011005435
Chainsaw - Echo small	2029100
Chainsaw - Stihl	3005000409
Chainsaw - Stihl	11226610503
Chainsaw - Stihl	30050007409
Chainsaw - Stihl	ms250
Chainsaw 14" Echo-C-S 341	C07611003730
chainsaw 18"	279612776
Chainsaw 18" 3/8 62DL	C08111239931
chainsaw 18" - STI MS250-18	278327202
chainsaw 18" MS250-18	279612761
Chainsaw 20" Echo-C-S 520	5019852
Chainsaw 20" Echo-C-S 520	5033518
Completing Kit - Exmark LHPUV	109-1014
Completion Kit - Exmark 109-1169	
Cushman w/hi/low hydraulics & PTO kit	
Dethatcher - 22" Flail 5.5hp Hon	81762524

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Description	Serial #
Dethatcher - 22" Flail 5.5hp Hon	85075089
Dethatcher PTO Vrismo (purchased from Eberhard)	
Dethatcher walk behind - BlueBird	54262662
Dethatcher walk behind - BlueBird	72330206
Drive kit 60" - Exmark 109-1167	109-1167
Drive kit 60" - Exmark 109-1167	
Edge Trimmer - Model 300-1C	B795989
Edge Trimmer - Model 308-H	B66969
Edge trimmer long	S69311004793
Edger - Echo	ACN006662862
Edger - Power trim	5685110011570
Edger - Power trim	B84597
Edger - Power trim	S68511001565
Edger - Power trim	S68511001644
Edger 3.5 hp	C11444
Edger 3.5 hp - POW200-4	C07182
Edger 3.5 hp - POW200-4	C07223
Edger 3.5 hp - POW200-4	C07414
Edger 3.5hp	C06522
Edger 3.5hp	C11443
Edger 3.5HP - POW 200-4	C05761 / 0802213YA85180
Edger 3.5HP - POW 200-4	C05802 / 080213YA85196
Edger 3.5HP - POW 200-4	C06093
Edger C05761	0802213YA25180
Edger C05802	080213YA85196
Edger Echo	568511001524
Edger Echo pe200	68211001143
Edger Pole - Echo	568511001483

Description	Serial #
Edger Power Trim	B57935
Edger Power Trim	B78716
Edger Power Trim	B78717
Edger Power Trim	B83926
Edger Power Trim	B87644
Edger Power Trim	B87852
Edger Power Trim	BA7906
Edger Power Trim 208	66777
Edger Power Trim 308	72710
Edger Power Trim 308	9001229
Edger Power Trim - PE265C	S68511001508
Edger Power Trim 308	6caat1119102
Edger Power Trim Model 208-H	B79589
Edger Stick	9111088
Edger Stick	9111115
Edger Stick	9111978
Edger Stick	1001340
Edger Stick	6002219
Edger Stick - Echo	9092498
Edger Stick - Echo	60001916
Edger Stick - Echo	E29111002326
Edger Stick STIHL-FC-100	267090447
Edger Stick STIHL-FC-100	269791095
Edger Stick STIHL-FC-100	367090578
Edger Stick Echo-LE242	9111087
Edger Stick Echo-PE-261	6002515
Edger Trimmer - Model 308-H	B43973
Gator turf - John Deere	19342

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Description	Serial #
Gator turf - John Deere	19356
Gator turf - John Deere	W004X2X090777
Gator-John Deere	W04X2XD014093
Gator-John Deere	W04X2XD0142236
Gator-John Deere	W04X2XD014241
Gator-John Deere	W0TURFD002862
Gator-John Deere	W0TURFD003334
Gator-John Deere	W0TURFD0035691
Gator-John Deere	WOTURF019344
Gator-John Deere	WOTURFD003335
Gator-John Deere (Used)	W0TURD002841
Grinder Belly	
Grinder Dewal 41/2"	
Hedge Shear Echo	564811010220
Hedge Shear Echo	6006058
Hedge Shear Echo	6006770
Hedge Shear Echo	6006798
Hedge Shear Echo	6008575
Hedge Shear Echo	6008816
Hedge Shear Echo	6009894
Hedge Shear Echo	6009981
Hedge Shear Echo	6010099
Hedge Shear Echo	S69311005741
Hedge Shear Echo Extention	6004692
Hedge Shear Echo Extention	6008217
Hedge Shear Echo Extention	6014049
Hedge Shear Echo Extention	69311003529
Hedge Shear Echo Extention	569311004400

Description	Serial #
Hedge Shear Echo Extention	569311001274
Hedge Shear TMC	533404
Hedge Shear TMC	552890
Hedge Shear TMC	553495
Hedge Shears - ECHO HC233	6004549
Hedge trimmer	588853
Hedge trimmer	588854
Hedge trimmer	588867
Hedge trimmer	588901
Hedge Trimmer	1004793
Hedge Trimmer	1005229
Hedge Trimmer	1005236
Hedge Trimmer	1005485
Hedge trimmer	1005488
Hedge trimmer	1005490
Hedge Trimmer	11003249
Hedge Trimmer	S64811011231
Hedge trimmer	S69311008840
Hedge Trimmer	11001362
Hedge trimmer	588853
Hedge trimmer	5009808
Hedge Trimmer - 22.6cc	590924
Hedge Trimmer - Echo	5001832
Hedge Trimmer - Echo	6004017
Hedge Trimmer - Echo	S64811012945
Hedge Trimmer - Echo	S69311008777
Hedge Trimmer - Echo	6006213
Hedge Trimmer - Echo	18080090

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Description	Serial #
Hedge Trimmer - Echo	002923
Hedge Trimmer - Echo	5001087
Hedge Trimmer - Echo	S64811010440
Hedge Trimmer - Echo	S6481110509
Hedge Trimmer - Echo (black)	6002168
Hedge Trimmer - Echo (orange)	6001352
Hedge Trimmer - Echo (white)	6008220
Hedge Trimmer - Echo (yellow)	6006220
Hedge Trimmer - Echo Articulated Shaft	T43011001293
Hedge Trimmer - Echo Articulated Shaft	T43011001304
Hedge Trimmer - Echo Articulated Shaft	T43011001345
Hedge Trimmer - Echo Articulated Shaft	T43011001351
Hedge Trimmer - Echo Articulated Shaft	T43011001358
Hedge Trimmer - Echo Articulated Shaft	T43011001379
Hedge Trimmer - Echo stick	6006785
Hedge Trimmer - Extension	5009936
Hedge Trimmer - Extension	569311005497
Hedge trimmer - HC235	S64811010752
Hedge trimmer - HC235	S64811010803
Hedge trimmer - HCA265	S64811010603
Hedge trimmer - HCA265	S64811010791
Hedge trimmer - HCA265	S64811013249
Hedge trimmer - HCA265	S69311005493
Hedge trimmer - HCA265	S69311005498
Hedge trimmer - HCA265	S69311008876
Hedge trimmer - HCA265	S69311009043
Hedge Trimmer - Large	274102356
Hedge Trimmer - Long Stihl	272879981

Description	Serial #
Hedge Trimmer - Long Stihl	274102350
Hedge Trimmer - Redmax	41206912
Hedge Trimmer - Redmax	41207528
Hedge Trimmer - Shindawa	5280
Hedge Trimmer (black & white)	06008-7
Hedge Trimmer 22.6cc - PHT355OZ	595293
Hedge Trimmer 22.6cc - PHT355OZ	595314
Hedge Trimmer 30"	T08511002735
Hedge Trimmer 30" FWRAP	584337
Hedge Trimmer 30" FWRAP	584340
Hedge Trimmer Echo	T43011001952
Hedge Trimmer Echo	6003820
Hedge Trimmer Echo	6006771
Hedge Trimmer Echo	6008602
Hedge Trimmer Echo 30"	S64811011602
Hedge Trimmer Echo 30"	T08511001886
Hedge Trimmer Echo 30"	T08511001894
Hedge Trimmer Echo 30"	T08511003279
Hedge trimmer Echo Model HCA 261	6008321
Hedge Trimmer Extension - Echo	569111001057
Hedge Trimmer Extension - Echo	E291110022075
Hedge Trimmer Extension - Echo	E29111002258
Hedge Trimmer Extension - Echo	E29111002284
Hedge Trimmer Extension - Echo	S691110011019
Hedge Trimmer Extension - Echo	S85411001015
Hedge trimmer Redmax Model HT2-2400	41207698
Hedge Trimmer Stick - Kawasaki	39970
Hedge Trimmer1 Echo 25.4CC Articulated Sh	80301400

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Description	Serial #
Hedge trimmer1 Echo 25.4CC Articulated Shaft-Model HCA	3693110024
Hedge trimmer1 Echo 25.4CC Articulated Shaft-Model HCA	569211003769
Hedge trimmer1 Echo 25.4CC Articulated Shaft-Model HCA	569311005041
Hedge trimmer1 Echo 25.4CC Articulated Shaft-Model HCA	569311005757
Hedge trimmer1 Echo 25.4CC Articulated Shaft-Model HCA	699311006612
Honda 4.1HP	C11597
Honda 4.1HP	C11599
Honda Engine HRC216K2HXA	1048355
Interseeder walk behind Ryan	92517128
John Deere 1200A Bunker and Field Rake	T01200A165419
Kaw W/Tarhead	286340
Kawasaki fe120 Pump 4.0	
Keyboard Terminal - Motorola	added 11/16/09
Laser - Shindaiwa	697975
Laser 48" - Exmark	473852
Laser 52" - Exmark	480140
Laser 52" - Exmark	no serial #
Lazer 50" 23HP Kaw - Exmark LHP23KA505	726393
Lazer 56" Exmark - Model# LHP23KA565	617327
Lazer 60" - Exmark 30HP w/dump system	641456/624012
Lazer 60" 29HP Kaw - Exmark LXS29LKA605	745059
Lazer 72'	654124
Lazer 72'	634022
Lazer 72" Exmark Ultravac	UV6672
Lazer 942230 ZT226 26hp kohler EFI 61" deck	94223000222
Lazer Exmark 52" - 27hp	872875
Lazer Exmark 52" - 27hp	LZZ27KC526
Lazer Exmark 52" Rider	290108

Description	Serial #
Laser 52" - Scag	FH680VB98531
Laser 56" - Exmark	657938
Laser 56" - Exmark	676013
Laser 72" - Exmark	69797
Laser 72" - Exmark	613906
Laser 72" - Exmark	N358061
Laser 72" mower	411300951
Laser XS 72" - Exmark	677887
Laser XS 72" - Exmark	697977
Lazer 23hp 56" LHP Kaw	699690
Lazer 29HP KAW 60" - Exmark LXS29LKA60	745070
Lazer 36" Exmark - Model# M15KA362	651011
Lazer Exmark 72" - 29hp	852748
Lazer Exmark 72" - 34hp	LZZ34KA726
Lazer Mower Bagging System	981286
Lazer mower ultravac	925180
Lazer-Z 29HP 72" - Exmark LXS29LKA725	728159
Lazer-Z 72" 34 hp Kawasaki	883156
Lazer-Z 72" 29 hp	613921
Lazer-Z 72" 29 hp	728129
Lazer-Z 72" Exmark	954373
Lazer-Z 72" Exmark	954374
Lazer-Z 72" Exmark	954375
Lazer-Z 72" Exmark	954386
Lazer 72" exmark lazer-z w/29HP	954371
Lazer 72" exmark lazer-z w/29HP	954372
Lazer 72" exmark lazer-z w/29HP	954380
Lazer 72" exmark lazer-z w/29HP	954381

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Description	Serial #
72" exmark lazer-z w/29HP	954382
72" much kit	
Lazor 52"	222842
Levy Broadcaster new	4800669
Lily spreader	232020000/9360692
Lily spreader tow behind	
Metro 36" W/Pist Grip	708499
Mower - 21" 6HP Kawasaki Sp-Exmark MSKA21CA	799797
Mower - 21" 6HP Kawasaki Sp-Exmark MSKA21CA	799798
Mower - 21" 6HP Kawasaki Sp-Exmark MSKA21CA	799799
Mower - 21" 6HP Kawasaki Sp-Exmark MSKA21CA	799800
Mower - Bobcat 218 Estate18HP Briggs 52" deck	94221101093
Mower - Bobcat 218 Estate18HP Briggs 52" deck	94221101370
Mower - Exmark "Lazer HP 50"	292002
Mower - Exmark "Lazer HP 50"	604495
Mower - Exmark "metro 21"	445996
Mower - Exmark "Navigator	35204014
Mower - Exmark 21" with new engine	446008
Mower - Exmark 36"	392595
Mower - Exmark 36" Model M15KA362	655254
Mower - Honda	S69039
Mower - Honda "Flail, reel	GC02-7030978
Mower - John Deere 3235C	'C3235C020879-Tag49M0029
Mower - Maka-Honda 21'	102157
Mower - Maka-Honda 21'	1014168
Mower - tru cut P-20 reel	828805
Mower (Walk behind) Ex-Mark Model M3615KA	485930
Mower (Walk behind) Ex-Mark Model M3615KA	485955

Description	Serial #
Mower 12" Comm.S/P Hyd	MAKA1053206
Mower (Walk behind) Ex-Mark Model TT361	497003
Mower 21'	647115
Mower 21" - Exmark	FJ180VF04437
Mower 21" - Ex-mark	267622291
Mower 21" - Honda	1052109
Mower 21" - Honda	M2AN620580
Mower 21" - John Deere	6xjs25c170834
Mower 21" - Metro	559923
Mower 21" - Toro	#260003887
Mower 21" Exmark 6PH kaw	745677
Mower 21" Honda	MZAN - 6203925
Mower 21" Kawasaki	6206583/FJ180VF76265
Mower 21" Metro SP-Exmark	662972
Mower 21" Push - Exmark-N6KA21B	647095
Mower 21" Push - Exmark-NFKA21	662969
Mower 26" - Metro	738046
Mower 36" - Exmark	485956
Mower 36" - Exmark	646087
Mower 36" Exmark	376648
Mower 36" Walk behinds - Exmark	229293
Mower 36" Walk behinds - Exmark	266229
Mower 36" Walk behinds - Exmark	297908
Mower 36" Walk behinds - Exmark	370429
Mower 36" Walk behinds - Exmark	561791
Mower 48" Rider - Exmark Model LHP4823	269543
Mower 50" ride on - Exmark	FH680vb71282
Mower 56' ride on - Exmark	617329

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Description	Serial #
Mower 60' ride on - Exmark	570013
Mower 60" Vericut PTO	VT08179-60
Mower 72" - Exmark Lazer mower"	53-191067
Mower 72" - Exmark Lazer mower"	N45794B
Mower Back behind 36" Metro 17HP KAW-M17KA362CA	824994
Mower Bobcat 218 52" Rider	94221101368
Mower BobCat 60" mulching	94223000215
Mower Bobcat Rider 52"	94001101366
Mower Bobcat Rider 60"	94000400146
Mower Bobcat Rider 60"	94222400144
Mower Ex-Mark - Rider Model LHP4820KC	567432
Mower Exmark 36" Walk behind	245407
Mower Exmark 36" Walk behind	262382
Mower Exmark 36" Walk behind	411449
Mower Exmark 36" Walk behind	658966
Mower Exmark 52" Lazer Rider	632938
Mower Exmark 52" Lazer Rider	676012
Mower Honda 21" HRC 216	1020425
Mower Honda 21" HRC 216	1026378
Mower Honda 21" HRC 216	1029172
Mower Honda 21" HRC 216	1052132
Mower Honda 21" HRC 216	1052469
Mower Honda 21" HRC 216	1053974
Mower Honda 21" HRC 216	1093834
Mower Honda 21" HRC 216	6139675
Mower Honda 21" HRC 216	6165055
Mower Honda 21" HRC 216	6175763
Mower Honda 21" HRC 216	6193150

Description	Serial #
Mower Honda 21" HRC 216	6193869
Mower Honda 21" HRC 216	6198154
Mower Honda 21" HRC 216	10083780
Mower Honda 21" HRC 216	HRC2163HXA
mower -Jacobsen LF-4677-7 gang reel - Kubot	Model-ser67916-00001702
mower -Jacobsen Tri King 1900D 84" triplex -	D6623C0280
mower Jacobson 5-gang reel - LF3400	67868-1831
mower Jacobson 5-gang reel - LF3800	67867-2098
Mower Jacobson Tri-king - #00003801	67043
Mower John Deere 220 walk behind	Tag#49S0094 / M0220B2010302
Mower John Deere 2653A	C2653D140077 / Tag#49M0033
Mower John Deere 3235C	Tag#49M0389 / TC3235C030423
Mower Kawasaki 21" 6.5hp	443300
Mower Kawasaki 21" 6.5hp	443301
Mower Kawasaki 21" 6.5hp	523206
Mower Kawasaki 21" 6.5hp	670627
Mower Model MMDEL TT3615	266144
Mower Ride Along 48" LHP 483 KA	514648
Mower Ride Along 52" LHP 483 KA	516897
mower transferred from Santa Ana 21" - Hon	MAKA1020157
mower walk behind 21" snapper - 7800372	2012866971
Mower Walk behind 21"-Model HRC216KSX	MZAU-6162377
Mower Walk Behind 36" Model MMDEL TT3	497062
mower walk behind reel-Tru cut reel mower	825330
Mower Walk behind-Model HRC216KSXA	MZAU-6141423
Mower Walk behind-Model HRC216KSXA	MZAU-6190475
Mower-2010 Real Master 5510	310000101
Overseeder - Model #OS1848 A19985	461801

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Description	Serial #
Pole pounder	
Power Wash DE-walt	67DX39G11
Power Washer - Steam X	1280002750
Pressure Washer - Husky	6548190
Pressure Washer Dual 2007	1100049564
Pressure Washer MI-T-M Model SP2703-OMHB	10220432
Pump - Home lite	10540726
Rake Used John Deere 1200H Hydro 3wd w/plow	
RakeUsed Smithco Super Star Hydro	
Reciprecator Red Max Model 6Z25N	6006294
Remote controllers rain master $1,100.00/each	
Rotor Tiller	FRC800
Rotor tiller - Honda 5 HP	1009422
Rototiller	T15266
Rototiller Barreto - 13H8	GCAKI-1026721
SCAG "Tiger Cub"	7690232
Shred Vac - Echo	6003971
Sod cutter 18"/Blue Bird - Honda	83669572
Sod cutter ryan	54494506735
Soil reliever	
Spray Can	476-1704
Spray Can	476-2003
Spray Can	476-2104
Sprayer - Hicks Model GX120	None
Sprayer - Lesco Commercial plus	1661201
Sprayer - Lesco Model 1520-17-18-RT	7045940C085Z20006
Sprayer - Solar Model 3-5	None
Sprayer Hicks farms supply (5330c-x)	00200-10004

Description	Serial #
Sprayer Lesco kawasaky	1607962
Sprayer Schaben	45690z
Sprayer Solo back pack	
Sprayer Toro Boom	90454
Spreader #80 SS Commercial	45256
Spreader & Sprayer Lesco "Ride on	1008900
Spreader commerical	091186A250X100233
Spreader commerical	091186E050x100097
Spreader commerical	091186E050X100140
Spreader commerical	091186H208X100358
Spreader Larger fert. (red)	
Spreader Manual Walk Behind - Lesco	
Spreader Manual Walk Behind - Priselawn CRB	
Spreader Manual Walk Behind - SPYKER 288-SUR	
Spreader Small fert. (red)	
Stump Grinder	1J9MA1218A1167152
sump pump	
Thatch attacher "old yellow deth	94100507
Tool to make hydraulic hoses	
Top dresser turf tiger	A20702
Top Dresser Turfco Walkbehind	85417/692121
Toro vacuum	07073-0008
Tractor - John Deere	4/Front loader W00520X014043
Tractor - John Deere 5210	LV52105123603
Tractor - John Deere A20816	LV52105123602
Tractor kubota - A0782	LB702
Tractor Kubota - L3131DT	50783
Trailer - John Deere	TC022BX010203

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Description	Serial #
Trencher - Lesco	IVRX05IE351001456
Trim Diesel Triplx 3WD	TC25530110625
Trimmer - Lesco	569311001162
Trimmer 25.4cc String - SRM265SC	S65911003952
Trimmer 25.4cc String - SRM265SC	S65911003968
Trimmer 25.4cc String-SRM2655C	S65911003949
Trimmer 25.4cc String-SRM2655C	S65911003965
Trimmer 25.4cc String-SRM2655C	S65911006174
Trimmer 25.4cc String-SRM2655C	S65911006230
Trimmer 25.4cc String-SRM2655C	S65911006275
Trimmer 25.4cc String-SRM280SC	S66611006304
Trimmer 25.4cc String-SRM280SC	S66611006398
Trimmer 26cc CA APRV	1001718
Trimmer 26cc CA APRV	11001736
Trimmer 27cc hd S. TFC	446060
Trimmer 34.4cc String-KPW3600VL	36100685
Trimmer 34.4cc String-KPW3600VL	36100686
Trimmer Articulating	9122580
Trimmer Articulating	9122819
Trimmer commercial string	T42211001112
Trimmer commercial string	T42211001144
Trimmer commercial string	T42211001169
Trimmer Commercial string -SRM-266sc	T42211001006
Trimmer Commercial string -SRM-266sc	T42211001012
Trimmer Commercial string -SRM-266sc	T42211001024
Trimmer Commercial string -SRM-266sc	T42211001034
Trimmer Commercial string -SRM-266sc	T42211001047
Trimmer Commercial string -SRM-266sc	T42211001054

Description	Serial #
Trimmer Echo	2001481
Trimmer Echo	6002118
Trimmer Echo	6013084
Trimmer Echo	6015047
Trimmer Echo	6015191
Trimmer Echo	6015267
Trimmer Echo	6016424
Trimmer Echo	6022453
Trimmer Echo	6047779
Trimmer Echo	56631279
Trimmer Echo	64811005685
Trimmer Echo	565911004181
Trimmer Echo String - SRM280SC	S66611005150
Trimmer Hedge - Echo HC235	S64811010395
Trimmer Hedge - Echo HC235	S64811010408
Trimmer Hedge - Echo HC235	S64811010577
Trimmer Hedge - Echo HC235	S64811010650
Trimmer Hedge - Echo HCA265	S69311001258
Trimmer Hedge - Echo HCA265	S69311003610
Trimmer Hedge - Echo HCA265	S69311004779
Trimmer Hedge - Echo HCA265	S69311004935
Trimmer Hedge - Echo HCA265	S69311004942
Trimmer Hedge - Echo HCA265	S69311005058
Trimmer Hedge - Echo HCA265	S69311005091
Trimmer Hedge - Echo HCA265	S69311005115
Trimmer Hedge - Echo HCA265	S69311005122
Trimmer Hedge - Echo HCA265	S69311005177
Trimmer Hedge - Echo HCA265	S69311005232

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Description	Serial #
Trimmer Hedge - Echo HCA265	S69311005254
Trimmer Hedge - Echo HCA265	S69311005282
Trimmer Hedge - Echo HCA265	S69311005492
Trimmer Hedge - Echo HCA265	S69311008883
Trimmer Hedge - Echo HCA265	S69311008903
Trimmer Hedge - Echo HCA265C	S69311004990
Trimmer Hedge - Echo HCA265C	S69311005233
Trimmer Line - Model 62087 Shindaiwa	6103803
Trimmer Line - Echo Model SRM 216T	06066537
Trimmer Line - Model 62117 Shindaiwa	8024481
Trimmer Line - Model 62119 Shindaiwa	7110427
Trimmer Line - Model T261 Shindaiwa	6093807
Trimmer Line - Model T261 Shindaiwa	7110428
Trimmer Line 1 Echo 25.4cc	C0801003674
Trimmer Line 1 Echo 25.4cc Model SRM2651	P02011001595
Trimmer Line 1 Echo 25.4cc Model SRM2651	866011005118
Trimmer Pole - Echo	5008537
Trimmer Pole - Echo	56911001130
Trimmer Pole - Echo	564811005347
Trimmer Pole - Echo	569111001127
Trimmer Shindawa	4011573
Trimmer Shindawa	5030469
Trimmer Shindawa	6045452
Trimmer Shindawa	6052647
Trimmer Shindawa	6052648
Trimmer Shindawa	6114245
Trimmer Shindawa	6114257
Trimmer Shindawa	7110475

Description	Serial #
Trimmer String	9100603
Trimmer String	9116170
Trimmer String	9116173
Trimmer String 25.1cc - Echo SRM265SC	S65911003451
Trimmer String 25.1cc - Echo SRM265SC	S65911003458
Trimmer String 25.1cc - Echo SRM265SC	S65911003513
Trimmer String 25.1cc - Echo SRM265SC	S65911003518
Trimmer String 25.1cc - Echo SRM265SC	S65911006270
Trimmer String 25.1cc - Echo SRM265SC	S65911006297
Trimmer String 25.1cc - Echo SRM265SC (bro	S65911003461
Trimmer String 25.4 cc - Echo SRM265SC	S65911003158
Trimmer String 25.4 cc - Echo SRM265SC	S65911003784
Trimmer String 33.3 - KPW3420ZL	80528 / 320565
Trimmer Shindawa	7110712
Trimmer Shindawa	8031139
Trimmer Shindawa	8031287
Trimmer Shindawa	8031288
Trimmer Shindawa	9022989
Trimmer Shindawa	9022990
Trimmer Shindawa	7110711
Trimmer Solid Shaft	1001395
Trimmer Solid Shaft	1001411
Trimmer Solid Shaft - Echo	no serial #
Trimmer String 33.3 - KPW3420ZL	80541 / 320564
Trimmer String Echo-SRM261S	6015183
Trimmer String Echo-SRM261S	6015214
Trimmer String Echo-SRM261S	6016156
Trimmer String Echo-SRM261S	6016637

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Description	Serial #
Trimmer String Echo-SRM261S	6016786
Trimmer String Echo-T282X/C	9022981
Trimmer String Echo-T282X/C	9022982
Trimmer Tension - Echo	6006392
Trimmer Tension - Echo	6006808
Turf Gator - Gas Ult Cart	1916
Turf Gator - Gas Ult Cart	W00TURF018472
Ultravac 60" - Exmark UV60	737517
Ultravac 60" - Exmark UV60	774221
Ultravac 66"/72" - Exmark UV6672	659068
Vacuum - Model BG845P	091698061
Vacuum Billy Goat	1290841
Vacuum Billy Goat	62606261
Verticore - John Deere 1500	
Verticore #1700 (sold to Eberhard for STM 1500)	a1395
Verticore Jacobsen Walk behind	825592361
Verticutter -Graden Swing Wing	
VIBE Plate, Honda GX160 with water tank	U-5380
Vucuum Honda	80805436
Water Pump - Honda	1100403
Water Pump - Honda	1102531
Water Tank Small	
Weed eater	25 / New #496060 (repaired)
Weed eater - Echo	1001534
Weed eater - Echo	6009591
Weed Eater - Echo	6016614
Weed eater - Echo	6016775
Weed eater - Echo	269413797

Description	Serial #
Weed Eater - Echo SRM 2615	6009976
Weed Eater - Shindaiwa	T268
Weed eater - Shindowa	5058847
Weed eater (black & white)	6028448
Weed eater 33.3cc Kaw w/taphead	286578
Weed eater 33.3cc Kaw w/taphead	286579
Weed eater 33.3cc Kaw w/taphead	286581
Weed Wacker - Echo	566311001657
Weed Wacker - Echo	566711005600
Weed Wacker - Echo	566911005573
Weed Wacker - Echo	5667111001405
Weed Wacker - Echo	no serial #
Weedeater - Echo	6008312
Weedeater - Echo (blue & gray)	No number
Weedeater - Echo (blue)	6009454
Weedeater - Echo (Blue)	6028575
Weedeater - Echo (Orange)	6008348
Weedeater - Shindowa (Red)	5058848
Weedeater - Shindowa (Red)	5058850
Weed eater - Echo	269413804
Weed Eater - Echo	E29111001978
Weed Eater - Echo	E29111002085
Weed Eater - Echo	E29111002091
Weed Eater - Echo	E29111002271
Weed Eater - Echo	E29211020671
Weed Eater - Echo	O6014135
Weed eater - Echo	3515 (old)/S6931100509 (new #)
Weed eater - Echo	S66311001287

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Description	Serial #
Weed Eater - Echo	S66311001668
Weed eater - Echo	S66311001718
Weed Eater - Echo	S66611003118
Weed Eater - Echo	S66711005455
Weed Eater - Echo	S66711005762
Weed Eater - Echo	S66711005782
Weed eater - Echo	6015382
Weed eater - Echo (black)	6011323
Weed eater - Echo (green)	6014956
Weed eater - Echo (yellow)	6009427
Weed Eater - Echo SRM 2615	6006275
Weed Eater - Echo SRM 2615	6009440
Weed Eater - Echo SRM 2615	6009446
Weight Kit - Exmark 103-5633	103-5633
Weight Kit - Exmark 103-5633	
Weight Kit - Exmark 103-5633	
Weight Kit Front - Exmark	103-5629
Wheel 3.5 B&S 8"	2039
Wheel 3.5 B&S 8"	2035
Wheel Barrel - Jackson (blue)	
Wheel Barrow - True Temper	
Wire locator - 521P	
Wire Locator 521	

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Vehicle List

Veh#	Licence #	Year	Make/Model	Vin #
100	5NUL837	2005	Expedition	1FMFU17585LB07417
102	6U04567	2001	Inter Tree Trim	1HTSCAAM41H382577
103	7D22716	2003	Chevy Silverado	2GCEC19V931328785
104	8L29915	2007	Silverado 3500 Chassis	1GBJC39U67E173932
105	7L74667	2004	Ford F-150	1FTRX12W44NB43407
106	6X99608	2002	Ford F-150	1FTRX17MX2NB52818
107	7D22717	2003	Chevrolet pickup	2GCE19V131327033
108	6B40408	1999	Ford/Van	1FTRE1427XHB57966
109	7S38912	1997	Ford F-150	1FTUX1728VKB36723
110	5R29572	1997	Ford F-150 KC pickup	1FTDX1763WNA12281
111	6C03023	1999	Ford F-150 KC pickup	1FTZX172XXKB83518
112	6E91433	1995	Izusu NPR	JALC4B1K5S7000324
113	6G58011	2000	Ford F-150 pickup	1FTZX1721YKB19949
115	6V31775	2002	Ford F-150 pickup	1FTRX17W42NA69265
116	7B16229	2003	Chevy S-10	1GCCS14XX38115778
117	7W83338	2005	Ford F-350	1FDWF36515EC89280
118	7X56108	2005	Ford F-350	1FDSF345X5EB18027
119	8D61369	1995	Chevy 1 ton truck	1GBJC34K2SE160450
120	8C42496	1995	Chevy 3/4ton	1GCGC29K0SE250057
122	6JIE640	2009	Lincoln Navigator	5LMFU27509EJ01141
123	7G10650	2003	Chevy Silveradio 1500	2GCEC19VX41124479
124	8C42721	2000	Dodge T4C	3B7KC23Z7YG111013
125	8R87479	2005	Ford Ranger pickup	1FTYR14U15PA62484
126	7V29675	2005	Ford F-350 Stake Bed	1FDSF34515EB18028
127	6K37227	2001	Ford F-150 XLT	1FTRX17L81NA10272
128	7E27786	2003	Chevy Silverado Extra C	2GCEC19V231325856
129	6G42812	2000	Ford F-150	1FTZX1728YKB15395
130	6J05871	2000	Ford F-150	1FTZF1725YNC19831
132	6B33559	1999	Ford Ranger pickup	1FTYR14V6XPB36672
133	7B13735	2003	Chevy Silverado	1GCEC14V93E148518
134	7B13736	2003	Chevy Silverado	1GCEC14V43Z131019
135	8z49512	2005	Ford F-150	1FTR12215NB52812
136	8G97528	2005	Ford F-350 Stake Bed	1FDWF36565EA09093
137	7D80048	2003	Ford Comm Cutaway Van	1GBJG31U531141331
139	6Z65654	2003	Ford Ranger pickup	1FTYR10U63PA06057
140	7V57320	2005	F-150	1FTPW12535KD33445
141	8C77592	2006	F-150	1FTRF12W56NB07294
142	7G10649	2003	Chevy Silverado 1500	2GCEC19V841120298
Veh #	Licence #	Year	Make/Model	Vin #
143	8V44900	2003	Chevy Pick Up	5421

145	7B16230	2003	Chevy S-10	1GCCS14XX38161840
146	7P94549	2004	Ford Ranger pickup	1FTYR10U84PB61601
147	7W64915	1997	Chevy 1 ton truck	1GBJC34RIVF004699
148	8Z49580	2000	Ford Ranger pickup	1FTYR14V2YPB19854
149	5X27055	1999	Ford pk	1FTYR10C3XUA03339
150	6N20581	2001	Ford F-150 pickup	1FTZX17261KF41897
151	7H04122	2001	Ford F-150 pickup	1FTRX17W11NA31006
152	6G42813	2000	Ford F-150 pickup	1FTZX1728YKB15428
153	7W34816	2005	Ford F-350	1FDWF36Y55EB82596
155	5F12144	1996	Dodge Dakota	1B7FI26X5TS520074
157	7M68778	2004	Ford F150	2FTRX17WX4CA30253
158	7V83928	2005	Ford F-350	1FDWF36Y15EB99475
163	7J46556	1999	GMC Topkick/Chipper	1GDJ7H1D7XJ851924
164	8G97527	2000	Ford F-150 KC pickup	1FTRX17W3YKA35988
166	6R34719	2001	Ford F-150 pickup	1FTRF17W01NB56193
167	8H06127	2008	Ford F250	1FTSX20578EA62845
169	8H06123	2007	Ford F-150	1FTRX12W07KC62609
170	8H06124	2008	Ford F250	1FTSX20548EA37420
171	8M00027	2007	Chevy Silverado Dump	1GBJC39K97E580433
172	8K76942	2006	GMC Sierra - Dump truck	1GDJC39U26E235445
173	8K89824	2008	Ford Ranger pickup	1FTYR14U28PA24167
174	8K89815	2008	Ford F-150 Supercrew	1FTRW12W88FA49226
175	8P13371	2007	GMC Sierra 3500 Chassis	1GDJC39K17E597007
176	8K48974	1999	Ford F800 (Water truck)	3FENF8010XMA08142
177	7E24179	2003	Chevy Silverado	2GCEC19V231324285
178	6J69144	2000	Ford F-150 XLT pu	1FTRX17L2YKA65487
179	8L60482	2002	Ford F-150	1FTRX17W52NB04671
180	61715A1	2000	Ford F-150 LB pu	1FTZF1723YKA86939
181	6L85322	2001	Dodge 1500 pickup	1B7HC16X21S218371
182	6P91997	2001	Dodge 1500 pickup	1B7HC16X91S261203
183	5Y02412	1999	Ford F-150 pickup	1FTZF1724XKA29146
184	6F30676	2000	Ford F-150 pickup	1FTZF1720YKB04037
185	8S59389	2001	Dodge 1500 pickup	1B7HC16XX1S42527
186	6B45138	1999	Ford Ranger pickup	1FTYR10V0XPB69401
187	5ZGF772	2008	Expedition	1FMFU19548LA02102
188	7B16231	2003	Chevy S-10	1GCCS14X538158568
189	8D20422	1999	Chevrolet 3500	1GBHC34R9XF032025
190	7W50752	2005	Ford F-350	1FDWF36565EB43540
191	7W34817	2005	Ford F-350	1FDWF36555EB15096
192	8W12873	2005	Ford F-350	1FDWF365X5EB65444
193	7W50751	2005	Ford F-350	1FDWF36545EB68968
194	7W43810	2002	Ford F-350	1FDSW34F12EA82877
Veh #	Licence #	Year	Make/Model	Vin #
195	7W56849	2005	Ford F-350	1FDWF36535EC89278
196	6M12313	2000	GMC 3500 1-ton pick up	1GDHC33J9YF421896
197	7M71324	2003	Chevy Silverado 1500	2GCEC19V831328843

198	7B15152	2003	Chevy Silverado	1GCEC14V83Z192941
199	6R39199	2001	Dodge 1500 pickup	1B7HC16X71S249955
200	8D50109	2006	Ford F-150	1FTVX12566NA53572
201	8D50108	2006	Ford F-150	1FTVX12536NA53688
202	8C80429	2006	Ford F-150 Super Cab	1FTVX12586NA64007
204	8R87523	2006	Ford Ranger	1FTYR10U76PA64070
205	8C80427	2006	Ford F-150 Reg Cab	1FTRF12W16NB33603
206	8P11010	2006	Chevy S3500 w/10' dump	1GBJC39U26E176714
207	8D76098	2006	Ford Ranger	1FTYR10U16PA83973
208	8E32375	2006	Ford Ranger	1FTYR10U16PA65828
209	8D11397	2006	Ford F-150 Super Cab	1FTVX12586NA67568
210	8D11398	2006	Ford F-150 Super Cab	1FTVX12566NA69738
211	8D11395	2006	Ford Ranger	1FTYR10U36PA64048
212	8D11399	2006	Ford F-150 XLT	1FTPW12596KD72039
213	8k89886	2008	Ford F-150 Supercrew	1FTRW12W28FA31238
214	8D11641	2006	Ford F-350 Chassis	1FDWW36P36EB42946
215	8D48234	2006	Chevy Silverado 3500	1GBHC34U96E197632
216	7S99151	2006	Ford F-150 XL	1FTVX125X6NB17726
217	8V44901	2006	Chevy Colorado Classis	1GBDS146968258211
218	8H06119	2007	Ford F-150	1FTRX12W77FA88496
219	8H06126	2008	Ford F-250	1FTSX20598EA56495
220	8H06122	2007	Ford F-150	1FTRX12WX7FA88458
221	8L38955	2007	Ford Ranger	1FTYR14D47PA95353
222	8L25904	2007	Ford Ranger XL2W	1FTYR14U77PA93029
223	8H06166	2007	Ford F-150	1FTPW12547FB59848
224	8F29332	2007	Chevy Pick up	1GCEC19X17Z166164
225	8M89937	2008	Ford F-150 XL 4x2 Spr cab	1FTRX12W88FB29932
226	7R13278	2005	Ford F150	1FTRF12205NB94436
227	8W97675	2010	Ford Ranger	1FTKR1AD5APA18041
228	8Y81888	2006	Ford F-350 Diesel	1FDWF36P36EB62520
229	8Z63681	2010	Ford Ranger	1FTKR1ED7APA38480
230	8P81301	2008	Ford F-150	1FTRX12W18FC11369
231	8P81302	2008	Ford F-150	1FTRX12W68FB60600
232	8P81304	2008	Ford F-350 Stakebed	1FDWF36548EE58132
233	8P81305	2008	Ford F-350 Stakebed	1FDWX36R48EB78209
235	8P81303	2008	Ford Ranger	1FTYR10U28PA93253
236	8P81298	2008	Ford Ranger	1FTYR10U78PA22033
237	8P81300	2008	Ford F-150	1FTRX12W58FB55243
238	8T87781	2008	Ford F350 Classis	1FDWF36558EA03046
239	8U48440	2008	Ford Ranger	1FTYR10D48PB15687
Veh #	Licence #	Year	Make/Model	Vin #
240	8U22271	2008	Ford F-150 XL 4x2 Spr cab	1FTRX12W78FB60539
241	8T87778	2008	Ford Ranger	1FTYR10DX8PB17220
242	8U52679	2008	Ford F-150	1FTRX12W38FB76222
243	8W12872	2008	Ford F-250	1FDSX20548EA56478
244	8P74270	2009	Ford F150 Super crew	1FTRW12899KB95421

245	8P74271	2009	Ford Ranger	1FTYR10D99PA22178
246	8V66223	2009	Ford Ranger	1FTYR10D99PA32144
247	8V69658	2009	Ford Ranger	1FTYR10D19PA41260
248	8V84305	2009	Ford F350 Chassis	1FDWW36Y59EA42911
249	4X12407	1994	Chevrolet pickup	1GCEC14K4RE127543
250	8Z63682	2010	Ford F-150	1FTEX1CW0AFB55573
251	8Z63680	2010	Ford Ranger	1FTKRIE3DAPA38475
252	8Y89431	2010	Ford F-250	1FDSX2A58AEA28882
253	80272B1	2011	Ford Ranger	1FTKR1AD5BPA31521
254	6SEJ852	1991	Schwarze Sweeper-Isu	JALB4B1H7M7003051
255	New	2011	Ford F-150 XL	1FTEX1CMXBFB04176
Gem Car	Lic #	Year	Make/Model	Vin #
C500	7E24479	2002	Chrysler GEM	5ASAK27462F031512
C501		1975	Taylor Dunn	136012
C502		2003	Carry All 6 Club Car	262720
C503		2003	Yamaha	JU2-003902
C504	7E24484	2002	Chysler	5ASAK27402F031103
C505			Taylor Dunn	Serial # 13610Mo.B2-48
C506			Taylor Dunn	No. not legible
C507			Chrysler GEM	5ASAK27462F031512
C508			John Deere	Serial # W00turf003575
C509			Chrysler GEM	5ASAK27482F021337
C510			EZ-GO	Serial # J0234-188068
Trailers	Lic #	Year	Make/Model	Vin #
T400	SE499113	2001	chipper	IVRU111A711000827
T401	SE529849	2003	chipper	1VRU111A541004217
T402	4LP6087	2000	Big TE Utility	16VVX0813Y1A21081
T403	1KC6115		Big Tex Utility	16VAX0E1541A16263
T404	4JK5130	2004	Big Tex Utility	16VVX101941A21257
T405	1JK4535	2000	Big Tx Utility	16VVX0818Y1A23796
T406	4GY3629	1999	Big Tx Utility	16VVX0811X1A15309
T407	1JC3389	2000	Big TE Utility	4K8VX0817Y1A48404
T408	1JG6545	2000	Big TE Utility	16VVX1014Y1A23794
T409	4JK4679	2005	Big Tex Utility	16VNX162451E84182
T410	4JK4680	2006	Carso	4HXDC16206C109783
T411	4GU4932	2006	Big Tex Utility	16VUX162661E99747
T412	4HE8313	2006	Big Tex Utility 16'	16VNX162361E22273
T413	1KF2776	2001	Big Tx Utility	16VVX101311A36977
Trailers	Lic #	Year	Make/Model	Vin #
T414	4KM3760	2000	Aztec Utility	4ZBUE0121YF000111
T415	4JK5131	2004	Big Tex Utility 12'	16VVX101841A16731
T416	4HE8310	2006	Big Tex Utility 12'	16VAX121252A68007
T417	4LG8320	2011	Big Tex Utility	16VAX1210B2A74688
T419	4KM3761	2007	Big Tex Utility 12'	16VAX121X72A66380
T420	1JP2204	2000	Big Tex Utility	16VVX1019Y1A26416

T421	1JT2835	2000	Big Tex Utility	16VVX0813Y1A30220
T422	1KM7084	2001	Big Tex Utility	16VVX101X11A43327
T423	4JH6661	2207	Big Tex Utility	16VAX101171A66521
T424	1JZ5373	2000	Big Tex Utility	16VVX0816Y1A30986
T425	4DJ7406	2003	Big Tex Utility	16VVX101431A60756
T426	4ES1233	2003	Big Tex Utility	16VVX081331A78731
T427	4CH6366	2000	Big Tex Utility	16VVX1416YLA31048
T428	4EP1977	2003	Big Tex Utility	16VVX081221A55214
T429	4KE7385	2006	Carson/DT-102 7x1	4HXDT10256C109397
T430	4KR8518	2009	Utility DV mfts DV10ET-20split	1D9EU20289S591930
T431	1JG3423	2000	Big Tx Utility	16VVX0818Y1A23794
T433	1KF2738	2001	Big Tx Utility	16VVX121611A36968
T435	4FV8383	2003	Big Tx Utility	16VAX101241A14634
T436	4KF4420	2003	Big Tx Utility	4K8AX101531A12493
T437	4AK6903	2002	Big Tx Utility	16VUX162121E51941
T438	4KF4422	2004	Big Tx Utility	16VNX142741E45331
T440	4KM3781	2005	Big Tx Utility	16VNX162052E51416
T441	4HE9157	2006	Big Tex Utility 16'	16VNX162961E22276
T443	4HE2465	2006	Big Tex Utility	16VNX162851E84749
T445	4KL2459	2005	Big Tex Utility 12'	16VAX121552A70107
T446	4JC5734	2007	Big Tex Utility	16VVX121271A52349
T447	4JH6760	2007	Big Tx Utility	16VVX121X71A71988
T449	New	2007	Big Tx Utility	16VVX121371A59360
T450	1KC6115	2000	Big Tx Utility	16VVX0818Y1A30987
T451	1KC6116	2001	Big Tx Utility	16VVX101611A33510
T454	4GB7250	2005	Wells Trailer	1WF200B1957012760
T455	4KK1243	2008	Big Tex Trailer	16VAX121571A66518
T456	4KK1244	2008	Big Tex Trailer	16VAX121X81A06008
T457	4KK1245	2008	Big Tex Trailer	16VEX202X82H12649
T458	4KK1323	2008	Big Tex Trailer	16VAX101481A06010
T459	4KM3529	2008	Big Tex Utility	16VCX162582H98476
T460	4KK3427	2008	Big Tex Trailer	16VEX202882H2651
T461	4KK7351	2009	Big Tex Utility	16VCX182891E33827
T462	4JH6668	2007	Big Tx Utility	16VVX162471E59376
T463	4KK3984	2009	Big Tx Utility	16VVX081X91A29423
T464	4KR6684	2009	Utility DV mfts split ramp	1D9EU20209S591923
Trailers	Lic #	Year	Make/Model	Vin #
T465	088052U	2007	Honda Bull Dog/water Trailer	DHWT5008207
T466	4LB5419	2010	Big Tex Utility	16VAX1016A2A45004
T467	4LB9408	2010	Big Tx Utility	16VVX0811A2A57741
T468	4LF4391	2010	Big Tex Utility	1D9UU1011AS591060
T469	4LG9516	2011	Big Tex Utility	16VCX1623A2E65246
T470	New	2011	Big Tex Utility	1D9EU2025BS591177
T471	4HE3486	2007	Carson trailer	4HXSU16247C116791
T472	4LN6735	2011	Big Tex Utility	16VAX1215B2A87677
	7D35838	2002	Golf Cart	5ASAK27412F020997

	558040	1997	Arrow board trailer	1W91S1014V1249094
		1987	Utility Trailer for Gator	TC022BX010203
	Irvine	1987	Utility Gator	19342
	Irvine	1987	Utility Gator	19344
	Irvine	1987	Utility Gator	19356
	8Z49345	2002	Chrysler GEM	5ASAK27499F030371

I. SCHEDULE II

BID SCHEDULE

PROPOSER: Merchants Landscape Services, Inc.
(Company Name)

A. SERVICE SCHEDULE Level 3 – Current Service

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-3 LANDSCAPED PARKWAYS & MEDIANS	Planter: ~~617,667 sq. ft.~~ **875,371 sq. ft.**	$ .00452	$3,956.67	$ 47,480.04
	Turf: ~~588,060 sq. ft.~~ **339,768 sq. ft.**	$ .021	$7,135.13	$ 85,621.56
E-3A LANDSCAPED PARKWAYS	Planter: ~~31,000 sq. ft.~~ **71,022 sq. ft.**	$ .0084	$ 596.58	$ 7,158.96

The Total Amount of the Service Proposal shall be based on current service levels (**Service Schedule Level 3**):

Figures: 140,260 and 56 /100's Dollars

Words: One hundred forty thousand two hundred Sixty dollars and fifty Six /100's Dollars

All work shall be performed in accordance with the terms and conditions of this Independent Contractor Agreement, which includes all General and Technical Provisions as outlined herein for the Full or Reduced Services. Any modification to the number of occurrences for any service shall be made per written direction by the District. Service occurrences may be modified with 30 days advance written notice by the District.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway, irrigation, and landscaping as set forth in Exhibit A of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 1,2 has/have been received and is/are made a part of this proposal.

President — Feb. 17, 2012
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

B. OPTIONAL SERVICE LEVELS*

- **Service Schedule Level 1 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-3 LANDSCAPED PARKWAYS & MEDIANS	Planter: ~~617,667 sq. ft.~~ **875,371 sq. ft.**	$ .006	$5,252.23	$ 63,026.76
	Turf: ~~588,060 sq. ft.~~ **339,768 sq. ft.**	$ .0263	$8,935.90	$107,230.80
E-3A LANDSCAPED PARKWAYS	Planter: ~~31,000 sq. ft.~~ **71,022 sq. ft.**	$ .0105	$ 745.73	$ 8,948.77

- **Service Schedule Level 2 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-3 LANDSCAPED PARKWAYS & MEDIANS	Planter: ~~617,667 sq. ft.~~ **875,371 sq. ft.**	$ .0056	$4,902.08	$ 58,824.96
	Turf: ~~588,060 sq. ft.~~ **339,768 sq. ft**	$ .0245	$8,324.32	$ 99,891.84
E-3A LANDSCAPED PARKWAYS	Planter: ~~31,000 sq. ft.~~ **71,022 sq. ft**	$ .0097	$ 688.91	$ 8,266.92

PROPOSER: Merchants Landscape Services, Inc.
(Company Name)

President February 17, 2012
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

* Optional Service Levels are levels of landscaping service not currently being provided. Details for each Service Schedule Level are listed in the Frequency of Service Table, Exhibit E, Schedule I, Section V: FREQUENCY OF SERVICE TABLE, page 74. At the discretion of the Community Services District, an optional level of service other than the current service level may be requested. **PLEASE INCLUDE COSTS TO PROVIDE LANDSCAPE & IRRIGATION SERVICES FOR OPTIONAL SERVICE LEVELS IN ADDITION TO THE CURRENT SERVICE LEVEL AS DESCRIBED ON PAGE 85.**

C. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibits A and C.

UNIT PRICES (Includes all labor and materials)

1. 1 gal. shrub/vine/ground cover in place	@	$ 9.00	ea
2. 5 gal. shrub/vine/ground cover in place	@	$ 20.00	ea
3. 5 gal. tree in place (stakes included)	@	$ 40.00	ea
4. 15 gal. tree in place (stakes included)	@	$ 95.00	ea
5. 24" box tree in place (stakes included)	@	$ 295.00	ea
6. 36" box tree in place (guy wires included)	@	$ 795.00	ea
7. Flat of ground cover in place	@	$ 20.00	ea
8. Fertilizer application	@	$ .004	ea/sq. ft
9. Planter bed mulch in place	@	$ 30.00	/cu. yd
10. Additional labor	@	$ 20.00	/man hour
11. Additional Irrigation Technician	@	$ 35.00	/man hour

PROPOSER: Merchants Landscape Services, Inc.
(Company Name)

President February 17, 2012
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

D. ROUTINE IRRIGATION REPAIR PRICES

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

1. Irrigation repair parts for routine repairs @ cost plus 15. %

2. Unit prices for Additional Work (additional landscape areas) per Exhibit C, Section 2.

   A. Shall be per Schedule II, Section A., cost per sq. ft., per occurrence. ~~Additional parkway areas, planters (trees to 18 ft. height, shrubs, ground cover included, as applicable).~~

   ~~$_____/sq. ft./mo.~~

   B. Shall be: ~~Additional parkway areas, turf (trees to 18 ft. height, shrubs, ground cover included, as applicable).~~

   ~~$_____/sq. ft./mo.~~

   a. Per Schedule II, Section B., Service Schedule, Level 1, Optional service cost per sq. ft. per occurrence.

   or

   b. Per Schedule II, Section B, Service Schedule, Level 2, Optional service cost per sq. ft. per occurrence.

   or

   c. Per Schedule II, Section B, Service Schedule, Level 3, Optional service cost per sq. ft. per occurrence.

3. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: Merchants Landscape Services, Inc.
(Company Name)

President
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

II. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, (Schedule II) A. "Bid Schedule"):

One hundred forty thousand two hundred sixty dollars & fifty six cents
(Dollar Amount in Words)

$ 140,260.56
(Dollar Amount in Figures)

Date: June 19, 2012

Proposer: Merchants Landscape Services, Inc.
(Company Name)

By: [signature]
(Signature)

Title: President

State License Number and Classification: 765658 C27

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF California

(Corporate Seal)

PRESIDENT Mark Brower

SECRETARY _____

III. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is a cashier's check, a certified check, or a Proposal Surety Bond for_____, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated _____

Signature of Proposer _____

By _____

Address of Proposer _____

_____

Telephone Number of Proposer (____) _____

Names and Addresses of Members of the Company:

_____

_____

(If a Corporation)

Signature of Proposer _____

By Mark Brower

Title President

Business Address 1510 S. Lyon St.

Santa Ana, CA. 92705

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of	California
State License Number and Classification	765658 C27
PRESIDENT	Mark Brower
SECRETARY	
TREASURER	Theodore Haas

(Corporate Seal)

RECD FEB 13 2012

IV. PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Merchants Landscape Services, Inc.

_____, as principals, and Hartford Fire Insurance Company A(XV)CA, a duly authorized corporate surety: Business Address One Pointe Drive, 6th Floor, Brea, CA 92821

_____,

Phone (714) 674-1321, are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of TEN PERCENT THE AMOUNT BID IN********** Dollars, ($10%**********), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly, and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about to hand in and submit to the Board of Directors of the Moreno Valley Community Services District, a proposal for **PROJECT NO. E-3/11-12 -, MORENO VALLEY RANCH-WEST (E-3) AND LASSELLE POWERLINE PARKWAY (E-3A) MAINTENANCE OF PARKWAY & LANDSCAPING AND IRRIGATION**, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said Board of Directors, and if the said principal shall fail or neglect to enter into a Contract therefore within the required time, then in that case the undersigned obligors will pay to the Moreno Valley Community Services District the full sum of TEN PERCENT THE AMOUNT BID IN********** Dollars, ($10%**********), as liquidated damages for such failure and neglect.

WITNESS our hands this 10th day of February, 20 12.

(SIGNATURE PAGE FOLLOWS)

MV00200249

Proposal Surety Bond (cont.)

PRINCIPAL	CORPORATE SURETY
Name: Merchants Landscape Services, Inc.	Name: Hartford Fire Insurance Company A(XV) CA
Address: 1190 Monterey Pass Road	Address: One Pointe Drive, 6th Floor
Monterey Park, CA 91754	Brea, CA 92821
Tel. No.: 323-881-6701	Tel. No.: 714-674-1321
By:	By: Mary Smith, Attorney-in-Fact
	MARY SMITH

SIGNING INSTRUCTIONS

- **The Bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.**
- **The Bond shall include attached Notary Certificates for the Attorney-in-Fact and the Principal.**
- **The Bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).**
- **The Bond shall include the address at which the Principal and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).**

If any of the above items are omitted, the proposal will be considered non-responsive and will be rejected.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On February 10, 2012 , before me, Donna M. Green, Notary Public,

personally appeared Mary Smith,

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

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

WITNESS my hand and official seal.

DONNA M. GREEN
COMM. #1886017
NOTARY PUBLIC • CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Apr. 16, 2014

Signature Donna M. Green
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
- ☐ PARTNER(S) ☐ LIMITED
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR

OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-4
P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code: 72-183250**

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of unlimited:***

John D. Hunsinger, Mary Smith, Joyce Elzouki, Steven L. Brockmeyer, Ronald C. Wanglin, Donna M. Green
of
Pasadena, CA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Scott Sadowsky, Assistant Secretary

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Scott E. Paseka
Notary Public
My Commission Expires October 31, 2012

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 10, 2012.

Signed and sealed at the City of Hartford.

Gary W. Stumper, Assistant Vice President

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On 2-16-12 before me, Sharon Ann Godinez / Notary
(Here insert name and title of the officer)

personally appeared Theodore Haas,

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

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

SHARON ANN GODINEZ
Commission # 1829014
Notary Public - California
Los Angeles County
My Comm. Expires Jan 1, 2013

WITNESS my hand and official seal.

Sharon Ann Godinez
Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Proposed Surety Bond
(Title or description of attached document)

Moreno Valley West
(Title or description of attached document continued)

Number of Pages _____ Document Date _____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

V. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF)§

(NAME) Mark Brower, affiant being first duly sworn, deposes and says:

That he or she is President of
(sole owner, partner or other proper title)

Merchants Landscape Services, Inc. the party making the
(Contractor)

foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: Merchants Landscape Services, Inc.

Bidder's Address: 1510 S. Lyon St.
Santa Ana, CA. 92705

Telephone No.: (800) 645-4881

(Signature of Bidder) President (Title)

ALL SIGNATURES MUST BE NOTARIZED

CALIFORNIA JURAT

State of : California

County of: ORANGE

Subscribed and sworn to (or affirmed) before me

this 17th (Date) day of 02 (Month), 2012 (Year), by

(1) MARK BROWER
Name of Signer (s)

(2) N/A
Name of Signer (s)

who proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me

WITNESS my hand and official seal

Teresa Marcelino
Signature of Notary Public

TERESA MARCELINO
Commission # 1877991
Notary Public - California
Orange County
My Comm. Expires Jan 24, 2014

(Notary Seal)

OPTIONAL INFORMATION

Information below is NOT required by law however may deter fraudulent removal of this form.

Description of Attached Document	Right thumbprint of Signer	Capacity Claimed by Signer(s)	Right thumbprint of Signer
Number of Pages _____ Document Date: _____ _____ Title or type of document _____ Additional information		☐ Individual(s) ☐ Corporate Officer _____ ☐ Partner ☐ Attorney-in-Fact ☐ Trustee(s) ☐ Other _____	

APPENDIX A: PREVAILING WAGE DETERMINATION

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

DETERMINATION: SC-LML-2008-1
ISSUE DATE: February 22, 2008
EXPIRATION DATE OF DETERMINATION: December 31, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

		Employer Payments					Straight-Time		Overtime
LOCALITY:	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2X
Imperial	$8.00	-	-	[a] 0.115	0.17	-	8	[b] 8.285	[b] 12.285
Inyo, Mono and San Bernardino	8.00	-	-	0.30	0.17	-	8	8.47	12.47
Kern	8.00	-	-	[c] 0.16	0.17	-	8	[b] 8.33	[b] 12.33
	10.00	-	-	[d] 0.27	0.46	-	8	[b] 10.73	[b] 15.73
Los Angeles	8.00	0.89	-	[a] 0.115	0.14	-	8	[b] 9.145	[b] 13.145
Orange	8.00	-	-	[f] 0.11	0.11	-	8	[b] 8.22	[b] 12.22
Riverside	8.00	-	-	[g] 0.20	0.16	-	8	[b] 8.36	[b] 12.36
San Diego	8.00	-	-	0.22	0.115	-	8	8.335	12.335
	8.00	-	-	0.24	0.12	-	8	8.36	12.36
San Luis Obispo	8.00	-	-	[k] 0.15	0.15	-	8	8.30	12.30
	8.00	-	-	[f] 0.16	0.16	-	8	8.32	12.32
Santa Barbara	8.00	-	-	[h] 0.12	0.12	-	8	[b] 8.24	[b] 12.24
	8.00	-	-	[i] 0.13	0.13	-	8	[b] 8.26	[b] 12.26
Ventura	8.00	-	-	0.115	0.16	-	8	8.275	12.275
	8.00	2.97	-	[j] 0.19	0.26	-	8	[b] 11.42	[b] 15.42

Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

[a] $0.22 after 3 years of service.
[b] Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
[c] $0.31 after 2 years of service.
[d] $0.54 after 2 years of service: $0.81 after 3 years of service.
[e] $0.24 after 3 years of service: $0.37 after 7 years of service.
[f] $0.22 after 4 years of service.
[g] $0.40 after 3 years of service.
[h] $0.23 after 2 years of service.
[i] $0.27 after 2 years of service.
[j] $0.38 after 3 years of service.
[k] $0.29 after 2 years of service.
[l] $0.31 after 2 years of service.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Travel and subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

APPENDIX B: MONTHLY LANDSCAPE SERVICES REPORT FORM

PROJECT NO._____

MONTHLY LANDSCAPE SERVICES REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT

MONTH OF _____, 20___

MAINTENANCE • DATE(S) • AREA • SERVICE TYPE: MOW/EDGE TRIM/PRUNE-WEED LITTER-IRRIGATION ETC.	FERTILIZER • DATE(S) • AREA • PRODUCT/ANALYSIS • AMOUNT/AREA • CROP	PESTICIDES • DATE(S) • PRODUCT USED • AMOUNT USED • AREA • TARGET PEST	COMPLAINTS • DATE(S) RECEIVED • AREA/LOCATION • COMPLAINT/ACTION • DATE CORRECTED • CORRECTIVE ACTION	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED • CORRECTIVE ACTION
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

APPENDIX B: WEEKLY IRRIGATION REPORT FORM

WEEKLY IRRIGATION REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT

CONTROLLER NO. _____

STATION NO. _____

FOR MONTH OF _____, 20___

PROJECT NO._____

	DATE(S) CHECKED	PROBLEM(S) IDENTIFIED	CORRECTIVE ACTIONS • DATE CORRECTED • CORRECTIVE ACTION DETAILS	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

APPENDIX C: GREENWASTE REPORT FORM

MORENO VALLEY COMMUNITY SERVICES DISTRICT
-MONTHLY GREENWASTE REPORT-
FOR

MONTH:_____ YEAR:_____

1. **Source of greenwaste (Project No./Location):_____**

   _____

2. **Amount of greenwaste generated from above source (by weight):**
   _____**LBS. –or- TONS.**

3. Name, address, and phone number of recycle accepting greenwaste:

   - **Company Name:**_____
   - **Address:** _____

     _____
   - **Phone Number: (_____)**_____

4. **Amount of greenwaste-source products (mulch, compost, top dressing, and soil amendments, etc.) furnished to Project (by weight):**

   _____ **LBS. -or- TONS.**

5. **Name, address, and phone number of recycle supplying greenwaste-source products to Project (if different from No. 3 above):**

   _____

   _____

   _____

6. **Number of times turf mowed this month:**_____

7. **Number of times turf mowed without clippings caught:**_____

CONTRACTOR:_____

ADDRESS:_____

PHONE:_(_____)_____

PREMIUM IS WRITTEN FOR CONTRACT TERM SUBJECT TO ADJUSTMENT BASED UPON FINAL CONTRACT PRICE

**ONE HUNDRED FORTY THOUSAND TWO HUNDRED SIXTY 56/100

EXECUTED IN DUPLICATE
EFFECTIVE: July 1, 2012 to June 30, 2013
BOND NO. 72BSBGF0365

PREMIUM $ 2,244.00

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

RFP NO. E-3/11-12
PROJECT NO. E-3/11-12
MORENO VALLEY RANCH-WEST (E-3) AND LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the Board of Directors of the Moreno Valley Community Services District, State of California, known as "CSD," has awarded to Merchants Landscape Services, Inc as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as **PROJECT NO. E-3/11-12**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and Hartford Fire Insurance Company A(XV)CA, as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of ** dollars, ($ 140,260.56********), lawful money of the United States, to be paid to the said CSD or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

RISK MANAGEMENT
Approved

M. Adams 6-27-12
By Date

FAITHFUL PERFORMANCE BOND
PROJECT NO. E-3/11-12

BOND NO. 72BSBGF0365

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this 13th day of June 20 12.

CONTRACTOR (Principal)	SURETY
Contractor Name: Merchants Landscape Services, Inc.	Name: Hartford Fire Insurance Company A(XV) CA
Address: 1190 Monterey Pass Road Monterey Park, CA 91754	Address: One Pointe Drive, 6th Floor Brea, CA 92821
Telephone No.: 323-881-6701	Telephone No.: 714-674-1321
Print Name: Theodore Haas	Print Name: MARY SMITH Attorney-in-Fact
Signature: [signature]	Signature: Mary Smith

Approved as to Form this
28th day of June 2012

[signature]
Deputy City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of Orange

On June 13, 2012 (Date) before me, Nadine Rodriguez, Notary Public, (Here Insert Name and Title of the Officer)

personally appeared Theodore Haas (Name(s) of Signer(s))

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

NADINE RODRIGUEZ
Commission # 1974930
Notary Public - California
Orange County
My Comm. Expires Apr 13, 2016

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

WITNESS my hand and official seal.

Signature: Nadine Rodriguez (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____
RIGHT THUMBPRINT OF SIGNER: Top of thumb here	RIGHT THUMBPRINT OF SIGNER: Top of thumb here

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Item #5907

MV00200262

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On June 13, 2012 , before me, Donna M. Green, Notary Public,

personally appeared Mary Smith

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

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

WITNESS my hand and official seal.

DONNA M. GREEN
COMM. #1886017
NOTARY PUBLIC • CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Apr. 16, 2014

Signature Donna M. Green
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
- ☐ PARTNER(S) ☐ LIMITED
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR

OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-4 A(XV)GA
P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code: 72-183250**

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut A(XV)CA
- [ ] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast,** a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of unlimited:***

John D. Hunsinger, Mary Smith, Joyce Elzouki, Steven L. Brockmeyer, Ronald C. Wanglin, Donna M. Green
of
Pasadena, CA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Scott Sadowsky, Assistant Secretary

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

CERTIFICATE

Scott E. Paseka
Notary Public
My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 13, 2012.

Signed and sealed at the City of Hartford.

Gary W. Stumper, Assistant Vice President

EXECUTED IN DUPLICATE
EFFECTIVE: July 1, 2012 to June 30, 2013

**ONE HUNDRED FORTY THOUSAND TWO HUNDRED SIXTY 56/100

BOND NO. 72BSBGF0365

PREMIUM $ Included In Performance Bond

LABOR AND MATERIALS BOND
(100% of Total Contract Amount)

RFP NO. E-3/11-12
PROJECT NO. E-3/11-12
MORENO VALLEY RANCH-WEST (E-3) AND LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the board of Directors of the Moreno Valley Community Services District of the City of Moreno Valley, State of California, known as "CSD," has awarded to Merchants Landscape Services, Inc., as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement, whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as Project No. E-3/11-12, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and Hartford Fire Insurance Company A(XV)CA, as Surety, are held and firmly bound unto the City of Moreno Valley Community Services District for the City of Moreno Valley, County of Riverside in the penal sum of ** dollars, ($140,260.56*****) (words and figures), lawful money of the United States, to be paid to said CSD or its certain attorney, successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Moreno Valley Community Services District, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the CSD and judgment is recovered, the Surety shall pay all costs incurred by the CSD in such suit, including reasonable attorney fees to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extensions of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

RISK MANAGEMENT
Approved

M. Allmyr 6-27-12
By Date

LABOR AND MATERIAL BOND
PROJECT NO. E-3/11-12

WITNESS our hands this 13th day of June, 20 12.

PRINCIPAL	SURETY
Name: Merchants Landscape Services, Inc.	Name: Hartford Fire Insurance Company A(XV)CA
Address: 1190 Monterey Pass Road	Address: One Pointe Drive, 6th Floor
Monterey Park, CA 91754	Brea, CA 92821
Telephone Number: 323-881-6701	Telephone Number: 714-674-1321
By: [signature]	By: Mary Smith MARY SMITH
Title: Chairman	Title: Attorney-In-Fact
By:	By:
Title:	Title:

Approved as to form this 28th day of June, 20 12.

[signature]
Deputy City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.**
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).

The bond shall include the address at which the Principal (Contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of Orange

On June 13, 2012 (Date) before me, Nadine Rodriguez, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Theodore Haas (Name(s) of Signer(s))

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

NADINE RODRIGUEZ
Commission # 1974930
Notary Public - California
Orange County
My Comm. Expires Apr 13, 2016

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

WITNESS my hand and official seal.

Signature: Nadine Rodriguez (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Individual
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Individual
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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Item #5907

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On June 13, 2012 , before me, Donna M. Green, Notary Public,

personally appeared Mary Smith

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

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

WITNESS my hand and official seal.

HPR1 DONNA M. GREEN COMM. #1886017 NOTARY PUBLIC • CALIFORNIA LOS ANGELES COUNTY My Comm. Expires Apr. 16, 2014 HPR1

Signature Donna M. Green
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
- ☐ PARTNER(S) ☐ LIMITED
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR

OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-4 A(XV)CA
P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code: 72-183250**

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut A(XV)CA
- [ ] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of unlimited:***

John D. Hunsinger, Mary Smith, Joyce Elzouki, Steven L. Brockmeyer, Ronald C. Wanglin, Donna M. Green
of
Pasadena, CA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Scott Sadowsky, Assistant Secretary

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

CERTIFICATE

Scott E. Paseka
Notary Public
My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 13, 2012.

Signed and sealed at the City of Hartford.

Gary W. Stumper, Assistant Vice President

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/5/2012

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

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

PRODUCER
Bolton & Company
3475 E. Foothill Blvd., Suite 100
Pasadena, CA 91107

www.boltonco.com 0008309

CONTACT NAME:
PHONE (A/C, No, Ext): (626) 799-7000 FAX (A/C, No): 626-583-2125
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Golden Eagle Insurance Corporation A(XV)CA	
INSURER B: American Fire & Casualty Insurance Company A(XV)CA	
INSURER C: Safety National Casualty Corporation A(XI)CA	
INSURER D: Federal Insurance Company A++(XV)CA	
INSURER E:	
INSURER F:	

INSURED
Merchants Landscape Services, Inc.
1190 Monterey Pass Road
Monterey Park CA 91754

COVERAGES CERTIFICATE NUMBER: 13538356 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ✓ LOC	✓	✓	CBP8699930	7/1/2012	7/1/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ✓ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	✓		BA8690031	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $ $
B	✓ UMBRELLA LIAB ✓ OCCUR EXCESS LIAB CLAIMS-MADE ☐ DED ☐ RETENTION $0			UUA1355182907	7/1/2012	7/1/2013	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ 6,000,000 $ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	✓	SP4046075 Excess WC (CA)	4/24/2012	4/24/2013	✓ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D A	Employee Theft -Including 3rd Party Business Personal Property Business Income/Extra Expense & EDP			81585028 CBP8699930	6/1/2012 7/1/2012	6/1/2013 7/1/2013	Limit: $1 MIL/Ded. $25,000 Limit: $5,000/Ded. $1,000 BI/EE $10,000; EDP $5,000/Ded. $1,000	

Approved
By: SMB Date: 7-9-12

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

Auto Additional insured per GECA701 01/07 attached pgs. 1-4 attached. GL Primary Wording and Waiver of Subrogation apply per 22-111 01/07 & GECG602 09/04 attached. WC Excess Waiver of Subrogation applies per XWC 0456 00 0908 attached.
Additional Insured(s): The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority.

CERTIFICATE HOLDER

Operations of the Named Insured
City of Moreno Valley
Attn: Margaret Williams
14325 Frederick Street, Suite 9
Moreno Valley CA 92552

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Cheryl E. Feia
Cheryl Feia

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AGENCY CUSTOMER ID: MERCH-1

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY		NAMED INSURED
Bolton & Company		Merchants Landscape Services, Inc. 1190 Monterey Pass Road Monterey Park CA 91754
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (05/10)

CERTIFICATE HOLDER: City of Moreno Valley Attn: Margaret Williams

ADDRESS: 14325 Frederick Street, Suite 9 Moreno Valley CA 92552

their officers, employees and agents.

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ADDENDUM

CBP8699930 ✓
Merchants Landscape Services, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to provision **a. Primary Insurance** of paragraph **4. Other Insurance** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, when an additional insured has been added to this Coverage Part by attachment of an endorsement, we will not seek contribution from the "additional insured's own insurance" provided that:

(1) You and the additional insured have agreed in a written contract that this insurance is primary and non-contributory; and

(2) The "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the execution of such contract.

B. For the purposes of this endorsement the following is added to **SECTION V – DEFINITIONS**:

"Additional insured's own insurance" means other insurance for which the additional insured is designated as a Named Insured.

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POLICY NUMBER: CBP8699930

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Moreno Valley Attn: Margaret Williams	Operations of the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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CERT NO.: 13538356 CLIENT CODE: MERCH-1 Elizabeth Foster - Direct 626-535-1433 7/5/2012 10:49:52 AM Page 4 of 12

MV00200273

Merchants Landscape Services, Inc.
POLICY NUMBER: CBP8699930

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
City of Moreno Valley Attn: Margaret Williams	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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BA8690031 ✓

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO GOLD ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II - LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.

e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:

(1) If there is similar insurance or a self-insured retention plan available to that organization; or

(2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

f. Any volunteer or employee of yours while using a covered auto" you do not own, hire or borrow in your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.

g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:

(1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:

(a) an expressed provision of an "insured contract", or written agreement; or

(b) an expressed condition of a written permit issued to you by a governmental or public authority.

(2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:

(a) You executed the "insured contract" or written agreement; or

(b) the permit has been issued to you.

2. COVERAGE EXTENSIONS

a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

(2) Up to $2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

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(4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to $500 a day because of time off from work.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. Hired Auto Physical Damage

a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners or members of their household is a covered "auto" for each of your physical damage coverages.

b. The most we will pay for "loss" in any one "accident" is the smallest of:

(1) $50,000.

(2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to $500 per "accident" for the actual loss of use to the owner of the covered "auto."

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

6. Rental Reimbursement Coverage

We will pay up to $75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." We will also pay up to $500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto."

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph **4. Coverage Extension.**

7. Customized Furnishings Coverage

We will pay with respect to a covered "auto" for "loss" to custom furnishings including, but not limited to:

a. Special carpeting and insulation;

b. Height-extending roofs;

c. Custom murals, paintings, or other decals or graphics.

Our limit of liability for loss to custom furnishings shall be the least of:

a. Actual cash value of the stolen or damaged property as of the time of the loss; or

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b. The amount necessary to repair or replace the property; or

c. $500.

This coverage does not apply to electronic equipment.

8. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

B. Exclusions

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:

a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

b. Equipment designed or used for the detection or location of radar.

c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

(1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

(2) Any other electronic equipment that is:

(a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

(b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

D. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV. BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

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2. **Duties In The Event of Accident, Claim, Suit, or Loss**

a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.

b. To the extent possible, notice to us should include:

(1) How, when and where the accident or loss took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured g.**, but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

B. GENERAL CONDITIONS

7. e. is added:

e. All parts of the world for an "auto" you hire for less than 30 consecutive days, if the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in 7. a - 7. d.

9. is added:

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

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CBP8699930

Paragraph 6. is replaced with the following:

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, arising out of any one fire, explosion or sprinkler leakage incident.

   The Fire Damage Limit provided by this policy shall be the greater of:

   a. $500,000. or

   b. The amount shown in the Declarations.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

Item 2. a.is replaced with:

2. **Duties In The Event of Occurrence, Offense, Claim or Suit**

   a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the "occurrence", offense, claim, or "suit". Knowledge of an "occurrence", offense, claim or "suit" by other employee(s) does not imply you also have such knowledge. To the extent possible, notice to us should include:

      1) How, when and where the "occurrence" or offense took place;

      2) The names and addresses of any injured persons and witnesses; and

      3) The nature and location of any injury or damage arising out of the "occurrence", offense, claim or "suit".

Item 4. b. 1) b) is replaced with:

b. Excess Insurance

1) b) That is Fire, Explosion or Sprinkler Leakage insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner; or

Item 6. is amended to include:

6. Representations

d. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 8. is replaced with:

8. Transfer of Rights Of Recovery Against Others To Us

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under that written "insured contract" for that person or organization and included in the "products-completed operations hazard".

Item 10. and Item 11. are added:

10. Cancellation Condition

If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 60 days prior to the effective date of cancellation.

11. Liberalization

If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

SECTION V- DEFINITIONS

The following definitions are added or changed:

9. "Insured contract"

a. Is changed to:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an "insured contract".

23 and 24 are added:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

24. "Product recall notification expenses" means the reasonable additional expenses (including, but not limited to, cost of correspondence, newspaper and magazine advertising, radio or television announcements and transportation cost), necessarily incurred in arranging for the return of products, but excluding costs of the replacement products and the cash value of the damaged products.

The following Provisions are also added to this Coverage Part:

A. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is not entitled to any notices that we are required to send to the Named Insured and is an additional insured only with respect to liability arising out of:

a. Your ongoing operations performed for that person or organization; or

b. Premises or facilities owned or used by you.

XWC 0456 00 0908

ENDORSEMENT

BLANKET WAIVER OF SUBROGATION

Effective 12:01 A.M., Local Time, April 24, 2012

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed that the Recovery From Others section of this Agreement is amended to include the following additional language:

> The CORPORATION has the right to pursue subrogation recoveries from anyone liable for an injury covered by this Agreement. The CORPORATION will not enforce its right against any person or organization for whom the EMPLOYER performs work under a written contract that requires the EMPLOYER to obtain this agreement from the CORPORATION.
>
> This agreement shall not operate directly or indirectly to benefit anyone not named in this Agreement.

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. SP 4043975, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to MERCHANTS BUILDING MAINTENANCE COMPANY, ET AL, dated April 24, 2011.

SAFETY NATIONAL CASUALTY CORPORATION

President

Secretary

COPY

C. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibits A and C.

UNIT PRICES (Includes all labor and materials)

1. 1 gal. shrub/vine/ground cover in place	@	$ 9.00	ea
2. 5 gal. shrub/vine/ground cover in place	@	$ 20.00	ea
3. 5 gal. tree in place (stakes included)	@	$ 40.00	ea
4. 15 gal. tree in place (stakes included)	@	$ 95.00	ea
5. 24" box tree in place (stakes included)	@	$ 295.00	ea
6. 36" box tree in place (guy wires included)	@	$ 795.00	ea
7. Flat of ground cover in place	@	$ 20.00	ea
8. Fertilizer application	@	$ .004	ea/sq. ft
9. Planter bed mulch in place	@	$ 30.00	/cu. yd
10. Additional labor	@	$ 20.00	/man hour
11. Additional Irrigation Technician	@	$ 35.00	/man hour

PROPOSER: Merchants Landscape Services, Inc.
(Company Name)

President February 17, 2012
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

D. ROUTINE IRRIGATION REPAIR PRICES

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

1. Irrigation repair parts for routine repairs @ cost plus 15. %

2. Unit prices for Additional Work (additional landscape areas) per Exhibit C, Section 2.

   A. Shall be per Schedule II, Section A., cost per sq. ft., per occurrence. ~~Additional parkway areas, planters (trees to 18 ft. height, shrubs, ground cover included, as applicable).~~

   ~~$_____/sq. ft./mo.~~

   B. Shall be: ~~Additional parkway areas, turf (trees to 18 ft. height, shrubs, ground cover included, as applicable).~~

   ~~$_____/sq. ft./mo.~~

   a. Per Schedule II, Section B., Service Schedule, Level 1, Optional service cost per sq. ft. per occurrence.

   or

   b. Per Schedule II, Section B, Service Schedule, Level 2, Optional service cost per sq. ft. per occurrence.

   or

   c. Per Schedule II, Section B, Service Schedule, Level 3, Optional service cost per sq. ft. per occurrence.

3. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: Merchants Landscape Services, Inc.
(Company Name)

President
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: May 14, 2013

TITLE: FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION IN PROJECT NO. E-4/11

RECOMMENDED ACTION

Recommendations:

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD Board): Approve the First Amendment to the Independent Contractor Agreement ("Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-4/11, ("First Amendment to Agreement for E-4/11") with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for E-4 (Moreno Valley Ranch-East) and E-4A (Daybreak) areas.

2. Authorize the City Manager to execute the First Amendment to the Agreement for E-4/11 with TruGreen Landcare.

3. Authorize an adjustment in the purchase order (PO) to TruGreen Landcare, for an increase of $10,100.00 when the First Amendment to the Agreement for E-4/11 has been signed by all parties.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services. Zone E (extensive landscape maintenance), provides landscape maintenance services at full or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 Stoneridge Ranch), E-14 Mahogany Fields, E-15 (Celebration), and E-16 (Shadow Mountain).

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors who perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement ("Agreement") for landscape maintenance or other related specialty services, such as backflow testing, repair and replacement.

The Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. "Base services" include: mowing, edging and trimming of turf grass areas, pruning and trimming of shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes and groundcovers, and pesticide applications. Base services are performed on a scheduled rotation basis.

"Additional work" is unanticipated, extra services that may be required and can include added square footage to a service area at a pre-stated unit cost during the contracting term. Additional work services may include, but is not limited to, irrigation repairs, labor and materials, additional plant materials, fertilizer applications, and/or mulching, or unscheduled services as allowed per Exhibit E of the Agreement (See Attachment 3 – Additional Work Price List) or provided as a supplementary proposal for specialty services. While efforts are made to anticipate additional, unexpected or emergency work at the beginning of a contracting term, extra work and/or acceptance of additional service areas can occur which requires the Agreement to be amended to include the costs associated with any added additional work that may be required prior to the end of the term of the Agreement.

DISCUSSION

E-4/11 is the CSD landscape maintenance Agreement that covers the Zone E-4 (Moreno Valley Ranch – East) and E-4A (Daybreak) CSD maintained landscape service areas. Service levels are consistent with the terms of the CSD Zone E General Service

Level Guidelines, as listed the CSD Zone E (Extensive Parkway Landscape Maintenance) Service Plan Policy, (the "Policy") as adopted by the CSD Board on September 25, 2007, and amended on April 26, 2011, which includes General Service Level Guidelines for Reduced Maintenance Service, which is applied to the parkways and medians of E-4 and open space area of E-4A, as they may apply.

The Agreement as extended for FY 2012/13, was authorized in the NTE amount of $109,550.32 ($95,770.32 for E-4 base maintenance services, $5,580.00 for E-4A based maintenance services, $6,900.00 for E-4 additional work, and $1,300.00 for E-4A additional work) for FY 2012/13.

Due to budgetary constraints, staffing reductions were necessary in the Special Districts Division during FYs 2011/12 and 2012/13. In FY 2012/13, tasks normally performed by field personnel, including irrigation repair services had to be transitioned to the Contractor in order to keep up with the workload. As a result of this change, the Agreement's additional work allocation is in need of an increase from $8,200.00 to $18,300.00 (a $10,100.00 increase) to cover the cost of additional services to provide labor and materials for irrigation repairs and replanting services.

This First Agreement to the Agreement for E-4/11will increase the additional work cost for a net increase of $10,100.00. This adjustment is consistent with the costs identified in the Agreement. Approval of the First Amendment to the Agreement for E-4/11 will increase the NTE amount to $119,650.32 ($95,770.32 for E-4 base maintenance services, $5,580.00 for E-4A based maintenance services, $17,000.00 for E-4 additional work, and $1,300.00 for E-4A additional work) for FY 2012/13.

ALTERNATIVES

1. Approve the First Amendment to the Agreement for E-4/11 with TruGreen Landcare in the form attached hereto for landscape maintenance to provide continuation of landscape maintenance and maintenance related services; authorize the City Manager to execute said First Amendment to the Agreement for E-4/11 with TruGreen Landcare, and authorize an increase of $10,100.00 in the purchase order to TruGreen Landcare for additional work. *By selecting this alternative the CSD Board will prevent interruptions in landscape maintenance services and allow for the necessary funding of additional work to be performed within those CSD landscaped service areas for the 2012/13 fiscal year.*

2. Do not approve the First Amendment to the Agreement for E-4/11 with TruGreen Landcare in the form attached hereto for landscape maintenance to provide continuation of landscape maintenance and maintenance related services, do not authorize the City Manager to execute said First Amendment to the Agreement for E-4/11 with TruGreen Landcare, and do not authorize an increase in the purchase order to TruGreen Landcare in the amount $10,100.00 for additional work. *By selecting this alternative, the CSD Board may allow for a lapse in necessary additional maintenance services to be provided and compensated for in the E-4*

(Moreno Valley Ranch – East) landscaped area where the Agreement requires amending.

FISCAL IMPACT

CSD Zone E is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills to pay for parkway, median, and open space landscape maintenance and associated landscape maintenance related services. **These actions will not impact the City's General Fund.**

The following table represents the Adjustment to be made in the General Ledger Account to the Zone E budget to accommodate the First Amendment to the Agreement for E-4/11 for landscape maintenance services.

Contractor	GL Account	Base Agreement Amount	2012/13 Additional Work Agreement Amount	2012/13 Agreement Total	2012/13 Net Adjustments	2012/13 Amended Agreement Total
TruGreen Landcare	5013-30-79-25711-620910	$ 101,350.32	$ 8,200.00	$ 109,550.32	$ 10,100.00	$ 119,650.32

CITY COUNCIL GOALS

Community Image and Positive Environment:

By approving the Amendments to the Agreements as listed herein, the CSD Board will allow for the promotion of a positive environment through continued maintenance of parkways and medians.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1 – First Amendment to the Agreement for E-4/11

Attachment 2 – Agreement for E-4/11 for FY 2011/12 and Extension to the Agreement for E-4/11 for FY 2012/13

Attachment 3 – Additional Work Price List

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT MORENO VALLEY COMMUNITY SERVICES DISTRICT MAINTENANCE OF PARKWAY & MEDIAN LANDSCAPING AND IRRIGATION

PROJECT NO. E-4/11

This First Amendment to the Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT, a municipal corporation, hereinafter referred to as "CSD," and TruGreen Landcare, a California General Partnership hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the City and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for R.F.P. NO. E-4/11 - PROJECT NO. E-4/11, hereinafter referred to as "Agreement," dated August 18, 2011; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform maintenance of landscaping and irrigation of the landscaped parkways and medians for E-4 (Moreno Valley Ranch-East) and E-4A(Daybreak) as provided in the Agreement; and,

WHEREAS, an extension agreement was entered into on July 26, 2012 for the 2012/13 Fiscal Year ("FY") the "First Extension Agreement"; and

WHEREAS the First Extension Agreement was authorized in the not-to-exceed (NTE) amount of $109,550.32 ($101,350.32 for base maintenance services, to be paid at a rate of $8,445.86 per month, one month in arrears and $8,200.00 for additional work); and,

FIRST AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. E-4/11

WHEREAS, the amount of additional work that has been identified is greater than anticipated when the First Extension Agreement was entered into, which will require an increase in the First Extension Agreement's additional work allocation of $10,100.00 from $8,200.00 to $18,300.00 ($17,000 for E-4 and $1,300 for E-4A), to cover the cost of additional services, which includes but is not limited to labor and materials, for irrigation repairs and replanting, to be performed or provided by the Contractor; and,

WHEREAS, it is desirable to amend the First Extension Agreement, to increase the NTE amount from $109,550.32 to $119,650.32 to cover the additional costs of services, at the unit prices as listed in Exhibit E, Section 9., letter B. of the Agreement.

SECTION 1 FIRST AMENDMENT to the FIRST EXTENSION AGREEMENT:

1.1 Amend the Additional Work Amount of the First Extension Agreement Section 5. from eight-thousand two hundred and 00/100 dollars ($8,200.00) to eighteen thousand three hundred and 00/100 dollars ($18,300.00) to accommodate additional labor and material costs associated with irrigation and replanting services for a total NTE of $119,650.32 ($101,350.32 for base and $18,300.00 for additional work).

SECTION 2

2.1 Except as otherwise specifically provided in this First Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. E-4/11

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District

Date: _____

Contractor: TruGreen Landcare

By: _____
Title: (President or Vice President)

Date: _____

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: _____

Affix Corporate Seal Below
(If applicable)

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

INDEPENDENT CONTRACTOR AGREEMENT

R.F.P. NO. E-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name	TruGreen Landcare
Street Address	1616 Marlborough Ave.,
Street Address	Bldg. S
City, State, Zip	Riverside, CA 92507
Mailing Address (If same as Street Address, write same or same as above)	Same as Above
Business Phone (with area code)	(951) 688-6880
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	
Fax Number	(951) 686-1436
Email Address	
Social Security Number	
Business License Number	07754
Federal Tax ID Number	36-4313318
Contractor's License Number & Classification	774548 C-51, D-49, C-27

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contract Starting Date is July 1, 2011 and the Contract Ending Date is June 30, 2012. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

A. Control of Work. Except for compliance with specifications and performance standards provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Contract.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), and the their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, RDA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, RDA, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the

Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Contract

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.
By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City's Risk Manager prior to the execution of this Contract. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District, and, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the City of amendment or cancellation , except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated

as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.

J. Termination.

1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.

2. The District may terminate this Contract without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor: 1616 Marlborough Ave., Bldg. S, Riverside, CA 92507
[Mailing Address (Post Office Box, if applicable]
(951) 688-6880
[Telephone number]
(951) 686-1436
[Fax number]
[Email address]

With a copy to:
[Attorney for Contractor, if applicable]
[Street Address]
[Post Office Box, if applicable]
[City, State, Zip]
[Telephone number]
[Fax number]
[Email address]

To CSD: MORENO VALLEY COMMUNITY SERVICES DISTRICT
Public Works Department
Special Districts Division
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto, Senior Landscape Services Inspector
Telephone number: 951. 413-3480
Fax Number: 951. 413-3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951. 413-3036
Fax number: 951. 413-3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

Moreno Valley Community Services District	TruGreen Landcare
By:	By:
Title: Mayor, acting in the capacity of President of the Board of Directors of the Moreno Valley Community Services District	Title: (President or Vice President) BRANCH MANAGER
Date: 8/18/2011	Date: 4-14-11

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

Deputy City Attorney

8-1-11

Date

RECOMMENDED FOR APPROVAL:

Department Head

8/15/11

Date

By:

Title: Corporate Secretary or Assistant Secretary *(If applicable)*

Date:

Affix Corporate Seal Below
(If applicable)

Attachments

BOND NO.: 015030479

MATERIALS AND LABOR BOND

PROJECT NO. E-4/11
R.F.P. NO. E-4/11
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

KNOW ALL MEN BY THESE PRESENTS,

THAT TruGreen LandCare, a California General Partnership, as Principal,

and Liberty Mutual Insurance Company A(XV) CA, as Surety, as held firmly bound unto the Moreno Valley Community Services District, in the just and full amount

of One Hundred Seventy Nine Thousand Five Hundred Sixty Four and 00/100 dollars

($ 179,564.00) (amount in words and figures), for the payment whereof, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Given under our hands and sealed with our seals this 11th day of April, 2011.

The condition of the foregoing obligation is such that,

WHEREAS, the above-named Principal is about to enter into a Contract with the Moreno Valley Community Services District whereby said principal agrees to maintain the Streetscape Landscaping and Irrigation at PROJECT NO. E-4/11, as provided in said Contract, which said Contract is hereby referred to and made a part hereof to the same extent as if the same were herein specifically set forth;

NOW, THEREFORE, if the said Principal or any subcontractor of said Principal shall fail to pay for any materials, provisions, provider of other supplies, or teams used in, upon, for or about the performance of said work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety will pay for the same in an amount not exceeding the sum hereinabove specified, and in case suit is brought hereon, a reasonable attorney's fee to be fixed by the Court, otherwise this bond shall be void and of no effect;

PROVIDED, that no amendment, change, extension of time, alteration, or addition to said Contract or Agreement, or of any feature or item or items or performance required therein or thereunder shall in any manner effect the obligation of the undersigned on or under this bond; and the surety does hereby waive notice of such amendment, limitation of time for bringing action on this bond by the District change, extension of time, alteration or addition to said Contract or Agreement, and of any feature or item or items of performance required herein or thereunder.

This bond shall inure to the benefit of any and all persons entitled to file claims under Sections 3181 through 3187 of the Civil Code of the State of California, and shall give right of action to such persons or their assigns in any suit brought upon this bond.

WITNESS our hands this 11th day of April, 2011.

PRINCIPAL	SURETY
Name: TruGreen LandCare, a California General Partnership	Name: Liberty Mutual Insurance Company A(XV)CA
Address: 1616 Marlborough Ave., Bldg. S Riverside, CA 92507	Address: 175 Berkeley Street Boston, MA 02116
Telephone Number: (951) 688-6880	Telephone Number: (201) 327-6603
By: Cynthia Farrell Cynthia Farrell	By: Vivian Carti Vivian Carti
Title: Attorney-In-Fact	Title: Attorney-In-Fact
By:	By:
Title:	Title:

Approved as to form this 1st day of Aug, 2011.

Deputy City Attorney, in the Capacity of General Legal Counsel to the Moreno Valley Community Services District

(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)

RISK MANAGEMENT
Approved

M. Alonzo 6-27-11
By Date

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of New York

County of New York

On February 15, 2011 before me, Evangelina L. Dominick, Notary Public, personally appeared Cynthia Farrell who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(seal) Signature Evangelina L. Dominick

EVANGELINA L. DOMINICK
Notary Public State of New York
01DO4769474
Qualified in Westchester County
Term Expires January 31, 2015

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of New York

County of New York

On February 15, 2011 before me, Evangelina L. Dominick, Notary Public, personally appeared Vivian Carti who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(seal) Signature Evangelina L. Dominick

EVANGELINA L. DOMINICK
Notary Public State of New York
01DO4769474
Qualified in Westchester County
Term Expires January 31, 2015

Power of Attorney

The ServiceMaster Company, ("ServiceMaster"), a **Delaware corporation** of 860 Ridge Lake Boulevard, Memphis, TN 38120, Federal Employer Identification Number 36-3858106, hereby constitutes and appoints, jointly and severally, the following employees of certain subsidiaries of Aon Corporation, ("Aon"), as identified below, its true and lawful attorney-in-fact, to execute all surety bonds up to $1,000,000 issued on behalf of ServiceMaster and any of ServiceMaster's subsidiaries.

Aon Employee	Aon Subsidiary
Annette M. Leuschner	Aon Risk Services, Inc. Of New York
Cynthia Farrell	Aon Risk Services, Inc. Of New York
Vivian Carti	Aon Risk Services, Inc. Of Newe York
Sandra Diaz	Aon Risk Services, Inc. Of New York
Susan Welsh	Aon Risk Services, Inc. Of Illinois
Linda Iser	Aon Risk Services, Inc. Of Illinois
Charlene Nakamura	Aon Risk Services, Inc. Of Southern California Insurance Services
KeAna Conrad	Aon Risk Services, Inc. Of Southern California Insurance Services

This Power of Attorney shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days notice.

This Power of Attorney shall include the following direct and indirect subsidiaries of ServiceMaster and any and all direct and/or indirect subsidiaries that are acquired or formed by the ServiceMaster after the execution of this Power of Attorney:

Entity	Federal Employer Identification Number
American Home Shield Corporation	13-2686654
AmeriSpec, Inc.	62-1685957
Furniture Medic Limited Partnership	36-4094002
InStar Services Group, L.P.	61-1407824
Merry Maids Limited Partnership	47-0718233
ServiceMaster Residential/Commercial Services Limited Partnership	36-3747477
SM Clean L.L.C.	06-1668984
The ServiceMaster Company	36-3858106
The Terminix International Company Limited Partnership	36-3478837
TruGreen Limited Partnership d/b/a TruGreen ChemLawn	36-3734669
TruGreen LandCare L.L.C. or TruGreen LandCare, a California General Partnership	36-4313318
TruGreen Companies, LLC	36-4313320
TruGreen Inc.	36-3734601
ServiceMaster Consumer Services, Inc.	36-3729225

IN WITNESS WHEREOF, the signing party below affirms his/her authority to sign this Designation of Representative and grant the powers contained herein.

Dated: 8/17/07

The ServiceMaster Company

By: _____
Cristen L. Kogl, as Vice President,
Deputy General Counsel &
Corporate Secretary

Dated: 8/17/07

The ServiceMaster Company.

By: _____
Eric R. Zarnikow, as Senior Vice President
and Treasurer

STATE OF ILLINOIS

COUNTY OF COOK

On this 17th day of August, 2007 before me personally appeared Cristen L. Kogl and Eric R. Zarnikow, known to me to be the Vice President, Deputy General Counsel & Corporate Secretary and Senior Vice President and Treasurer of The ServiceMaster Company and known to me to be the persons who executed the foregoing instrument and that said instrument was executed for and on behalf of said corporation the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 17th day of August, 2007.

_____
Notary Public

My commission expires: 8/16/2010

OFFICIAL SEAL
MARGARET K. COOK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES AUG. 16, 2010

4322734

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY A(XV)CA
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

GLENN J. PELLETIERE, VIVIAN CARTI, CYNTHIA FARRELL, ROBERT P. MCDONOUGH, HALINA KAZMIERCZAK, THOMAS RHATIGAN, SANDRA DIAZ, EVANGELINA L. DOMINICK, ANNETTE LEUSCHNER, VALORIE SPATES, ALL OF THE CITY OF NEW YORK, STATE OF NEW YORK

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **THREE HUNDRED MILLION AND 00/100**********DOLLARS ($ **300,000,000.00**********) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 6th day of January, 2011.

LIBERTY MUTUAL INSURANCE COMPANY A(XV)CA

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 6th day of January, 2011, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 15th day of February, 2011.

By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

MV00200306

ASSETS

	Current Year 1 Assets	2 Nonadmitted Assets	3 Net Admitted Assets (Cols. 1 - 2)	Prior Year 4 Net Admitted Assets
1. Bonds (Schedule D)	11,426,766,895		11,426,766,895	11,057,669,501
2. Stocks (Schedule D):				
2.1 Preferred stocks	782,976,318		782,976,318	757,319,706
2.2 Common stocks	9,135,552,552		9,135,552,552	7,570,471,320
3. Mortgage loans on real estate (Schedule B):				
3.1 First liens	519,022,709		519,022,709	548,091,252
3.2 Other than first liens				
4. Real estate (Schedule A):				
4.1 Properties occupied by the company (less $ 0 encumbrances)	337,179,530		337,179,530	425,989,166
4.2 Properties held for the production of income (less $ 0 encumbrances)	978,262		978,262	1,039,982
4.3 Properties held for sale (less $ 0 encumbrances)				
5. Cash ($ 389,502,555, Schedule E - Part 1), cash equivalents ($ 82,179,054, Schedule E - Part 2), and short-term investments ($ 352,650,853, Schedule DA)	824,332,462		824,332,462	1,349,305,516
6. Contract loans (including $ 0 premium notes)				
7. Other invested assets (Schedule BA)	5,771,150,576	206,157	5,770,944,419	5,131,343,213
8. Receivables for securities	12,271,548		12,271,548	2,859,056
9. Aggregate write-ins for invested assets				
10. Subtotals, cash and invested assets (Lines 1 to 9)	28,809,230,852	206,157	28,809,024,695	26,844,088,712
11. Title plants less $ 0 charged off (for Title insurers only)				
12. Investment income due and accrued	133,129,777		133,129,777	140,188,757
13. Premiums and considerations:				
13.1 Uncollected premiums and agents' balances in the course of collection	993,264,743	14,732,220	978,532,523	1,071,899,224
13.2 Deferred premiums, agents' balances and installments booked but deferred and not yet due (including $ 0 earned but unbilled premiums)	1,519,460,073		1,519,460,073	1,594,927,150
13.3 Accrued retrospective premiums	366,445,346	36,644,535	329,800,811	363,694,097
14. Reinsurance:				
14.1 Amounts recoverable from reinsurers	593,195,507		593,195,507	560,309,803
14.2 Funds held by or deposited with reinsured companies	13,527,020		13,527,020	17,294,633
14.3 Other amounts receivable under reinsurance contracts				
15. Amounts receivable relating to uninsured plans	21,095	11,418	9,677	175,315
16.1 Current federal and foreign income tax recoverable and interest thereon	313,172,066		313,172,066	
16.2 Net deferred tax asset	1,168,251,890	164,925,490	1,023,325,600	846,790,256
17. Guaranty funds receivable or on deposit	33,248,467		33,248,467	32,559,328
18. Electronic data processing equipment and software	319,102,379	257,221,814	61,880,565	60,291,004
19. Furniture and equipment, including health care delivery assets ($ 0)	126,014,225	126,014,225		
20. Net adjustment in assets and liabilities due to foreign exchange rates				
21. Receivables from parent, subsidiaries and affiliates	346,223,617	610	346,223,007	312,158,606
22. Health care ($ 0) and other amounts receivable				
23. Aggregate write-ins for other than invested assets	716,856,703	39,949,956	675,906,747	715,420,301
24. Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 10 to 23)	35,470,142,960	639,706,425	34,830,436,535	32,549,788,186
25. From Separate Accounts, Segregated Accounts and Protected Cell Accounts				
26. Total (Lines 24 and 25)	35,470,142,960	639,706,425	34,830,436,535	32,549,788,186

DETAILS OF WRITE-IN LINES				
0901.				
0902.				
0903.				
0998. Summary of remaining write-ins for Line 09 from overflow page				
0999. Totals (Lines 0901 through 0903 plus 0998) (Line 9 above)				
2301. Cash Surrender Value Life Insurance	383,284,396		383,284,396	348,631,523
2302. Amounts receivable under high deductible policies	172,319,200	115,054	172,204,146	165,149,487
2303. Other assets	132,718,497	39,834,902	92,883,595	165,597,198
2398. Summary of remaining write-ins for Line 23 from overflow page	27,534,610		27,534,610	36,042,093
2399. Totals (Lines 2301 through 2303 plus 2398) (Line 23 above)	715,856,703	39,949,956	675,906,747	715,420,301

BOND NO.: 015030479

FAITHFUL PERFORMANCE BOND

PROJECT NO. E-4/11
R.F.P. NO. E-4/11
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

WHEREAS the Board of Directors of the Moreno Valley Community Services District, State of California, and TruGreen LandCare, a California General Partnership, hereinafter designated as "Principal," have entered into an Agreement whereby Principal agrees to maintain certain designated public improvements, which said Agreement, dated July 1, 2011, and identified as PROJECT NO. E-4/11 is hereby referred to, and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement,

NOW, THEREFORE, we, the Principal, and Liberty Mutual Insurance Company (AUNJCA) as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of One Hundred Seventy Nine Thousand Five Hundred Sixty Four and 00/100 dollars ($ 179,564.00) (words and figures) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The conditions of this obligation are such that if the above-bounded Principal, his heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement, and any alteration thereof made as therein provided on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the Moreno Valley Community Services District, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force, and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Moreno Valley Community Services District in successfully enforcing such obligation, all to be taxed as costs, and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on April 11, 20 11.

PRINCIPAL	SURETY
Name: TruGreen LandCare, a California General Partnership	Name: Liberty Mutual Insurance Company A(XV)CA
Address: 1616 Marlborough Ave., Bldg. S Riverside, CA 92507	Address: 175 Berkeley Street Boston, MA 02116
Telephone Number: (951) 688-6880	Telephone Number: (201) 327-6603
By: Cynthia Farrell Cynthia Farrell	By: Vivian Carti Vivian Carti
Title: Attorney-In-Fact	Title: Attorney-In-Fact
By:	By:
Title:	Title:

Approved as to form this 1st day of Aug, 20 11.

Deputy City Attorney, in the Capacity of General Legal Counsel to the Moreno Valley Community Services District

(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)

RISK MANAGEMENT
Approved

M. Allen 6-27-11
By Date

SIGN HERE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of New York

County of New York

On April 11, 2011 before me, Evangelina L. Dominick, Notary Public, personally appeared Vivian Carti who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(seal) Signature Evangelina L. Dominick

EVANGELINA L. DOMINICK
Notary Public State of New York
01DO4769474
Qualified in Westchester County
Term Expires January 31, 2015

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of New York

County of New York

On April 11, 2011 before me, Evangelina L. Dominick, Notary Public, personally appeared Cynthia Farrell who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(seal) Signature Evangelina L. Dominick

EVANGELINA L. DOMINICK
Notary Public State of New York
01DO4769474
Qualified in Westchester County
Term Expires January 31, 2015

4322917

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY A(XV)CA
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

GLENN J. PELLETIERE, VIVIAN CARTI, CYNTHIA FARRELL, ROBERT P. MCDONOUGH, HALINA KAZMIERCZAK, THOMAS RHATIGAN, SANDRA DIAZ, EVANGELINA L. DOMINICK, ANNETTE LEUSCHNER, VALORIE SPATES, ALL OF THE CITY OF NEW YORK, STATE OF NEW YORK

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **THREE HUNDRED MILLION AND 00/100**********DOLLARS ($ **300,000,000.00**********) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 6th day of January, 2011.

LIBERTY MUTUAL INSURANCE COMPANY A(XV)CA

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 6th day of January, 2011, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 11th day of April, 2011.

By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

MV00200312

Power of Attorney

The ServiceMaster Company, ("ServiceMaster"), a **Delaware corporation** of 860 Ridge Lake Boulevard, Memphis, TN 38120, Federal Employer Identification Number 36-3858106, hereby constitutes and appoints, jointly and severally, the following employees of certain subsidiaries of Aon Corporation, ("Aon"), as identified below, its true and lawful attorney-in-fact, to execute all surety bonds up to $1,000,000 issued on behalf of ServiceMaster and any of ServiceMaster's subsidiaries.

Aon Employee	Aon Subsidiary
Annette M. Leuschner	Aon Risk Services, Inc. Of New York
Cynthia Farrell	Aon Risk Services, Inc. Of New York
Vivian Carti	Aon Risk Services, Inc. Of Newe York
Sandra Diaz	Aon Risk Services, Inc. Of New York
Susan Welsh	Aon Risk Services, Inc. Of Illinois
Linda Iser	Aon Risk Services, Inc. Of Illinois
Charlene Nakamura	Aon Risk Services, Inc. Of Southern California Insurance Services
KeAna Conrad	Aon Risk Services, Inc. Of Southern California Insurance Services

This Power of Attorney shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days notice.

This Power of Attorney shall include the following direct and indirect subsidiaries of ServiceMaster and any and all direct and/or indirect subsidiaries that are acquired or formed by the ServiceMaster after the execution of this Power of Attorney:

Entity	Federal Employer Identification Number
American Home Shield Corporation	13-2686654
AmeriSpec, Inc.	62-1685957
Furniture Medic Limited Partnership	36-4094002
InStar Services Group, L.P.	61-1407824
Merry Maids Limited Partnership	47-0718233
ServiceMaster Residential/Commercial Services Limited Partnership	36-3747477
SM Clean L.L.C.	06-1668984
The ServiceMaster Company	36-3858106
The Terminix International Company Limited Partnership	36-3478837
TruGreen Limited Partnership d/b/a TruGreen ChemLawn	36-3734669
TruGreen LandCare L.L.C. or TruGreen LandCare, a California General Partnership	36-4313318
TruGreen Companies, LLC	36-4313320
TruGreen Inc.	36-3734601
ServiceMaster Consumer Services, Inc.	36-3729225

IN WITNESS WHEREOF, the signing party below affirms his/her authority to sign this Designation of Representative and grant the powers contained herein.

Dated: 8/17/07

The ServiceMaster Company

By: _____
Cristen L. Kogl, as Vice President,
Deputy General Counsel &
Corporate Secretary

Dated: 8/17/07

The ServiceMaster Company.

By: _____
Eric R. Zarnikow, as Senior Vice President
and Treasurer

STATE OF ILLINOIS

COUNTY OF COOK

On this 17th day of August, 2007 before me personally appeared Cristen L. Kogl and Eric R. Zarnikow, known to me to be the Vice President, Deputy General Counsel & Corporate Secretary and Senior Vice President and Treasurer of The ServiceMaster Company and known to me to be the persons who executed the foregoing instrument and that said instrument was executed for and on behalf of said corporation the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 17th day of August, 2007.

_____
Notary Public

My commission expires: 8/16/2010

OFFICIAL SEAL
MARGARET K. COOK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES AUG. 16, 2010

Liberty Mutual.

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2010

Assets

Cash and Bank Deposits	$ 795,278,733
*Bonds — U.S Government	928,976,332
*Other Bonds	12,269,586,768
*Stocks	8,410,330,089
Real Estate	280,897,925
Agents' Balances or Uncollected Premiums	2,971,477,549
Accrued Interest and Rents	156,129,412
Other Admitted Assets	10,888,871,535
Total Admitted Assets	**$36,701,548,343**

Liabilities

Unearned Premiums		$3,502,531,059
Reserve for Claims and Claims Expense		15,450,806,243
Funds Held Under Reinsurance Treaties		1,764,193,716
Reserve for Dividends to Policyholders		4,776,435
Additional Statutory Reserve		89,441,297
Reserve for Commissions, Taxes and Other Liabilities		2,126,508,564
Total		**$22,938,257,314**
Special Surplus Funds	$1,218,426,655	
Capital Stock	10,000,000	
Paid in Surplus	7,731,965,815	
Unassigned Surplus	4,802,898,559	
Surplus to Policyholders		**13,763,291,029**
Total Liabilities and Surplus		**$36,701,548,343**

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 BOSTON, MASS.

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2010, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 29th day of March, 2011.

T A Mikolajewski

Assistant Secretary

S-1262LMICfa 2/11

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF New York)

CITY OF New York) SS:

COUNTY OF New York)

On this 11th day of April, in the year **2011**, before me personally came to me known, who, being by me duly sworn, did depose and say that Cynthia Farrell he/she resides in New York, N.Y. that he/she is the Attorney-In-Fact of TruGreen LandCare, A California General Partnership the corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

Evangelina L. Dominick

Notary Public or Commissioner of Deeds

EVANGELINA L. DOMINICK
Notary Public State of New York
01DO4769474
Qualified in Westchester County
Term Expires January 31, 2015

SURETY ACKNOWLEDGMENT

Form 152

STATE OF NEW YORK
COUNTY OF NEW YORK

On this 11th day of April, 2011 before me personally came Vivian Carti to me known, who, being by me duly sworn, did depose and say that he resides in N.Y. County, NY that she is the ATTORNEY-IN-FACT of the Liberty Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

(SEAL)

Evangelina L. Dominick
NOTARY

EVANGELINA L. DOMINICK
Notary Public State of New York
01DO4769474
Qualified in Westchester County
Term Expires January 31, 2015

EXHIBIT A
R.F.P. NO. E-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. SCOPE OF WORK

A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 23, Project Location Map.

B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf and shrub areas designated hereunder; regularly maintain and prune trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.

E. All work shall be performed in accordance with the Technical Provisions for Full Service or Reduced Service. Determination of the level of service shall be made per written direction by the City. Service levels may be converted from Full to Reduced or from Reduced to Full with 30 days advance written notice by the City.

2. SCHEDULING OF WORK

A. The Contractor shall adhere to the facilities, equipment and staffing schedule, and monthly and annual work schedules submitted as a part of the Contractor's bid, and incorporated herein by this reference. These schedules, and any approved revisions thereto, shall be used by the District as a basis for determining Contractor's satisfactory performance.

B. Revisions to facilities, equipment, staffing, or monthly and annual work schedules shall not be implemented without the prior written approval of the Director. The Contractor shall submit proposed revisions to equipment and staffing, or monthly and annual work schedules in writing to the District at the address as set forth in Exhibit A, Section 3, paragraph N. of the Contract at least ten (10) working days prior to commencing work per the proposed revisions.

C. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations, which shall include, but are not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

F. When inclement weather renders performance per approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor shall adjust his work force in order to accomplish those work items not affected by weather, and shall contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-performance penalties per Exhibit C, Section 4.

MV00200319

G. For the purposes of this Contract, "Working Days" shall be Mondays through Thursdays, excluding holidays as provided herein. The hours of maintenance service shall be from 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

3. FUNCTIONS AND RESPONSIBILITIES

A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Appendix B, Monthly Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

C. The Contractor shall perform at least one maintenance inspection weekly during daylight hours of all sites. Such inspection shall be both visual and operational, including but not limited to, operation of all automatic irrigation systems to check for proper condition, and reliability. Additionally, the Director may require the Contractor to attend meetings with the District field staff at some fixed interval to review the Contractor's operations, and schedule such future work as may be ordered by the Director. Failure to conduct said weekly inspections or attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in the Contractor's company name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph E. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone, two-way radio, or pager. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at **<u>any</u>** time:

1. City Manager
2. Director of Public Works
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Street Maintenance Supervisor
7. Senior Landscape Services Inspector
8. Landscape Services Inspector

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. CONTRACTOR'S STAFF

A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.

C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.

D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements..

   Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or

trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

6. COMPLAINTS

A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.

B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above.

C. In addition to the provisions of Section 6., paragraph A. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2010 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Exhibit A, Section 3, paragraph J of the Contract Agreement.

8. USE OF CHEMICALS

A. Before the beginning of the Contract period, the Contractor shall submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS).of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.

B. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.

D. Contractor shall report all fertilizers and pesticides used in performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3, paragraph B above. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the City that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.

B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars ($25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

A. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

B. Repairs made to sites and site appurtenances that are damaged as a result of Acts of Nature, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Driver, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL PROVISIONS – FULL SERVICE LANDSCAPE

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed weekly-on no more than two (2) consecutive days as weather and site conditions permit. Any prolonged deviation from this schedule shall require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

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5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Provisions Full Service Fertilization, Section 18.

13. Pest control: See Technical Provisions - Full Service Pesticide Use, Section 19.

14. Aeration:

    (a) All turf areas shall be aerated three (3) times annually;

    (b) Aeration shall be done in the spring, mid-summer, and fall, or as directed by District field staff;

    (c) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

    (d) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

    (e) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

(f) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions – Full Service Fertilization, Section 18.

15. Renovation/thatching operations are to be considered Additional Work, per Exhibit C., Section 2.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Any tree shall be pruned at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Trees up to eighteen feet (18') in height shall:

   (a) Be pruned to enable successful adaptation to their particular site situation;

   (b) Have no more than one-third (1/3) of living branches removed annually;

   (c) Be fertilized only as directed by District field staff.

6. Trees over eighteen feet (18') in height shall:

   (a) Be inspected annually;

   (b) Pruned and/or trimmed as necessary to maintain proper site orientation;

   (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

(d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall not be allowed:

   (a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

   (c) Use of pruning paint/pruning compound/wound dressing;

   (d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Provisions – Full Service Pesticide Use, Section 19.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Any shrub shall be pruned and/or trimmed at any time in order to:

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(a) Remove dead, diseased, or damaged branches;

(b) Remove unwanted encroachments into public and/or utility rights-of-way;

(c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned:

(a) To enable successful adaptation to their particular site situation;

(b) Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

(c) As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Pruning tools shall:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices shall not be allowed:

(a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") <u>will be done only when authorized by the Director on a site-specific basis</u>.

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

(c) Use of pruning paint/pruning compound/wound dressing.

8. Fertilization: See <u>Technical Provisions - Full Service Fertilization</u>, Section 18.

9. Pest control: See <u>Technical Provisions – Full Service Pesticide Use</u>, Section 19.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed at any time in order to:

   (a) Remove dead, diseased, or damaged branches/crowns;

   (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

   (c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

   (a) To enable successful adaptation to their particular site situation;

   (b) In accordance with accepted practices for the particular species in question;

   (c) As often as is necessary to accomplish the results intended in paragraphs (a) and (b) above, but not less than four (4) times per year. Failure ~~to adhere to this specification~~ may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Provisions - Full Service Fertilization, Section 18.

8. Pest control: See Technical Provisions – Full Service Pesticide Use, Section 19.

E. WEED CONTROL

1. All weeds shall be continuously controlled at all sites.

2. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the

plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

3. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.

4. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

5. Chemical weed control: See Technical Provisions – Full Service Pesticide Use, Section 19.

6. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. All landscape sites shall at all times receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3.- Functions and Responsibilities. Said maintenance shall include, but not be limited to: visual and operational inspections one (1) time per week; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

3. For the purposes of these Special Provisions, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

   (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than one (1) time per week;

   (b) Be turned off during periods of rainfall, or as directed by District field staff;

   (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

   (a) Be operated only when Contractor's personnel are present on site;

   (b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;

   (c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

2. Contractor shall make a <u>minimum</u> of one (1) visitation per week of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walks the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of this condition.

3. All hardscape areas, including but not limited to sidewalks, curbs, and

gutters shall be maintained in a hazard-free condition.

4. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2.

5. The Contractor shall dispose of all debris and litter, as described in paragraphs 1 and 2 above, off-site, and in a legal manner.

6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

7. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in performance of contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

18. TECHNICAL PROVISIONS – FULL SERVICE FERTILIZATION

A. TURF FERTILIZATION

1. Per Technical Provisions – Full Service Landscape Section 17, a humus base fertilizer shall be applied to turf areas immediately following spring and fall aeration operations. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Humus base fertilizers to be applied by drop spreader only.

3. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

6. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

			Rates per 1,000 sq. ft.	
Month	Number of Apps	Type of Fertilizer	Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of

Chemicals.

4. Written notification is required to Director five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

19. TECHNICAL PROVISIONS – FULL SERVICE PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and

the County of Riverside during the entire term of this Contract.

3. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

4. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require that copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. For pesticide application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

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C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice a year, as determined by the Director.

   (b) Appropriate chemical control must be used on the following weeds.

   Bermuda Grass
   Kikuyu Grass
   Nutsedge
   Field Bindweed
   Spurge

   The aforementioned list is inclusive; other species may be added by the Director as necessary

   (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

   (a) Snails shall be controlled on a regular basis on the following plant species:

   Agapanthus africanus
   Aptenia sp.
   Gazania sp.
   Hemerocallis sp.

   (b) Snails shall be controlled on an as needed basis on all other plant material.

   (c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

   (a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

   (b) The Director may require that all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered

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delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(c) The Director may require that all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(d) The Director may require that all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

(a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Insect and Disease Control

(a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

20. TECHNICAL PROVISIONS – REDUCED SERVICE LANDSCAPE

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed **bi-weekly** and completed within no more than two (2) consecutive days, weather and site conditions permitting. Any prolonged deviation from this schedule shall require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" includes, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in onto any other site.

6. Mowing height for cool season grasses shall not exceed a maximum of three inches (3"), or minimum of two inches (2"), and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed a maximum of one and one-half inches (1½"), or a minimum of three-quarters of an inch (¾"), and shall be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Around tree trunks in turf areas, a six inch (6") ring of grass shall be removed in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.

13. Pest control: See Technical Provisions - Reduced Service Pesticide Use, Section 22.

14. Aeration is considered Additional Work, per Exhibit C., Section 2.

15. Renovation/thatching operations are considered Additional Work, per Exhibit C., Section 2.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Any tree shall be pruned at any time in order to:

(a) Remove dead, diseased, or damaged branches;

(b) Remove unwanted encroachments into public and/or utility rights-of-way;

(c) Correct any condition which the Director has deemed to be hazardous.

5. Trees up to eighteen feet (18') in height shall:

(a) Be pruned to enable successful adaptation to their particular site situation;

(b) Have no more than one-third (1/3) of living branches removed annually;

(c) Be fertilized only as directed by District field staff.

6. Trees over eighteen feet (18') in height shall:

(a) Be inspected annually;

(b) Pruned and/or trimmed as necessary to maintain proper site orientation;

(c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

(d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall not be allowed:

(a) Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

(c) Use of pruning paint/pruning compound/wound dressing;

(d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodgepole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Provisions – Reduced Service Pesticide Use, Section 22.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Any shrub shall be pruned and/or trimmed at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned:

   (a) To enable successful adaptation to their particular site situation;

   (b) Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

   (c) As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach and water solution

before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices shall not be allowed:

   (a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", or "poodling") will be done only when authorized by the Director on a site-specific basis.

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

   (c) Use of pruning paint/pruning compound/wound dressing.

8. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.

9. Pest control: See Technical Provisions – Reduced Service Pesticide Use, Section 22.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed at any time in order to:

   (a) Remove dead, diseased, or damaged branches/crowns;

   (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

   (c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

   (a) To enable successful adaptation to their particular site situation;

   (b) In accordance with accepted practices for the particular species in question;

   (c) As often as is necessary to accomplish the results intended in paragraphs (a) and (b) above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.

8. Pest control: See Technical Provisions - Reduced Service Pesticide Use, Section 22.

E. WEED CONTROL

1. All weeds shall be controlled quarterly at all sites.

2. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

3. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; non-landscaped portions of sites, as determined by the Director.

4. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

5. Chemical weed control: See Technical Provisions – Reduced Service Pesticide Use, Section 22.

6. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. All landscape sites at all times shall receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather

conditions require.

2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3 - Functions and Responsibilities. Said maintenance shall include, but not be limited to: visual and operational inspections one (1) time per **month**; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

3. For the purposes of these Special Provisions, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: a) normal "wear and tear", and; b) vandalism or theft (which includes acts or omissions by third parties) up to the amount of 11 percent of the Contractor's monthly base price as set forth in Exhibit C., Section 1. Repairs due to vandalism or theft (which includes acts or omissions by third parties) in excess of the above indicated amount may be billed as Additional Work, per Exhibit C., Section 2.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

   (a) Be inspected for, and repaired as necessary to ensure, proper operation, and coverage not less than one (1) time per month;

   (b) Be turned off during periods of rainfall, or as directed by District field staff;

   (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

   (a) Be operated only when Contractor's personnel are present on site;

   (b) Be inspected for, and repaired as necessary to ensure proper operation, and coverage not less than at each time of operation;

(c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to repair irrigation systems shall be of the same manufacture as those originally installed, unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

2. Contractor shall make a minimum of one (1) visitation per **month** of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walkways the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites which, in the opinion of the Director, contain an exceptional amount of litter shall be cleared by Contractor before the close of business the working day following notification of this condition.

3. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

4. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2.

5. The Contractor shall dispose of all debris and litter as described in paragraphs 1 and 2 above off-site, and in a legal manner.

   (a) The Contractor shall notify the Director immediately whenever suspicious and/or waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

   (b) Failure to adhere to the specifications of this section of the Special

Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this Contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from Contract sites by the Contractor, or any subcontractors thereunder, in performance of Contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of Contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of the Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested and include, on a separate Monthly Greenwaste Report form, any greenwaste generated by any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

21. TECHNICAL PROVISIONS – REDUCED SERVICE FERTILIZATION

A. TURF FERTILIZATION

1. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

			Rates per 1,000 sq. ft.	
Month	Number of Apps	Type of Fertilizer	Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs
OCT	1	22-5-5*	1.25	5.7 lbs

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See following section on fertilizers.

**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See following sections, below, regarding fertilizers.

2. A humus base fertilizer shall be applied to turf areas immediately following aeration operations.

3. Humus base fertilizers are required to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply the Director with a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

6. Written notification to the Director is required five (5) days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Applications	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
APR	1	23-5-10*	1.5	6.5 lbs

* 23-5-10/BEST® POLY SUPREME or approved equal.

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

3. Contractor shall supply to the Director with a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required five (5) days prior to fertilizer application.

5. Fertilizer application reporting specifications, - See Section 3. – Functions and Responsibilities and Section 8 – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of

trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

3. Contractor shall supply a list of all proposed fertilizers to be used in the fulfillment of said contract to the Director, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required five (5) days prior to fertilizer application.

5. Fertilizer application reporting specifications, - See Section 3. – Functions and Responsibilities and Section 8. – Use of Chemicals.

22. TECHNICAL PROVISIONS – REDUCED SERVICE PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.

3. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Contract.

4. Before the beginning of the Contract period, Contractor shall supply to the

Director a list of all proposed pesticides to be used in the fulfillment of said Contract, per Section 8 – Use of Chemicals. A valid written pesticide use recommendation for each pesticide listed shall be submitted concurrently with this list. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides so listed shall be submitted in writing to the Director for approval prior to use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for filing all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. Pesticide application reporting specifications, - See Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

3. A five (5) working day written notice shall be given to the Director prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) Weed Control – Application of pre-emergent herbicides shall be considered Additional Work, per Exhibit C., Section 2.

   (b) Appropriate chemical control must be used on the following weeds.

   Bermuda Grass
   Kikuyu Grass
   Nutsedge

Field Bindweed
Spurge

This list is inclusive; other species may be added by the Director as necessary.

(c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

Application of molluscicides shall be considered Additional Work, per Exhibit C., Section 2.

3. Insect and Disease Control

Insect and Disease Control - Application of insecticides/fungicides shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

Weed Control – Application of pre-emergent herbicides shall be considered Additional Work, per Exhibit C., Section 2.

2. Insect and Disease Control

Insect and Disease Control - Application of insecticides/fungicides shall be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of notification from the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-4A • Daybreak - Internal Landscape Maintenance

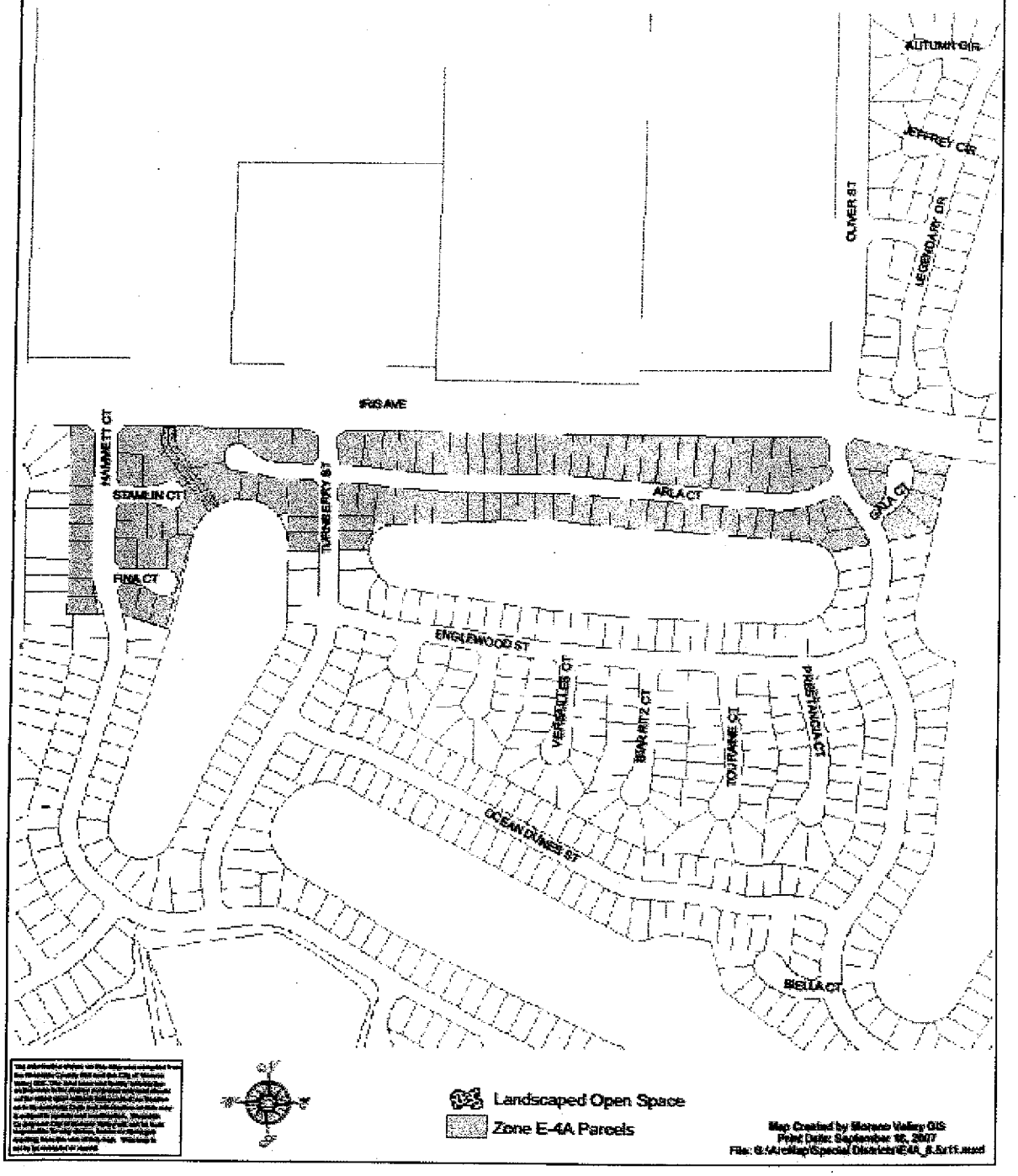

23. PROJECT LOCATION MAP

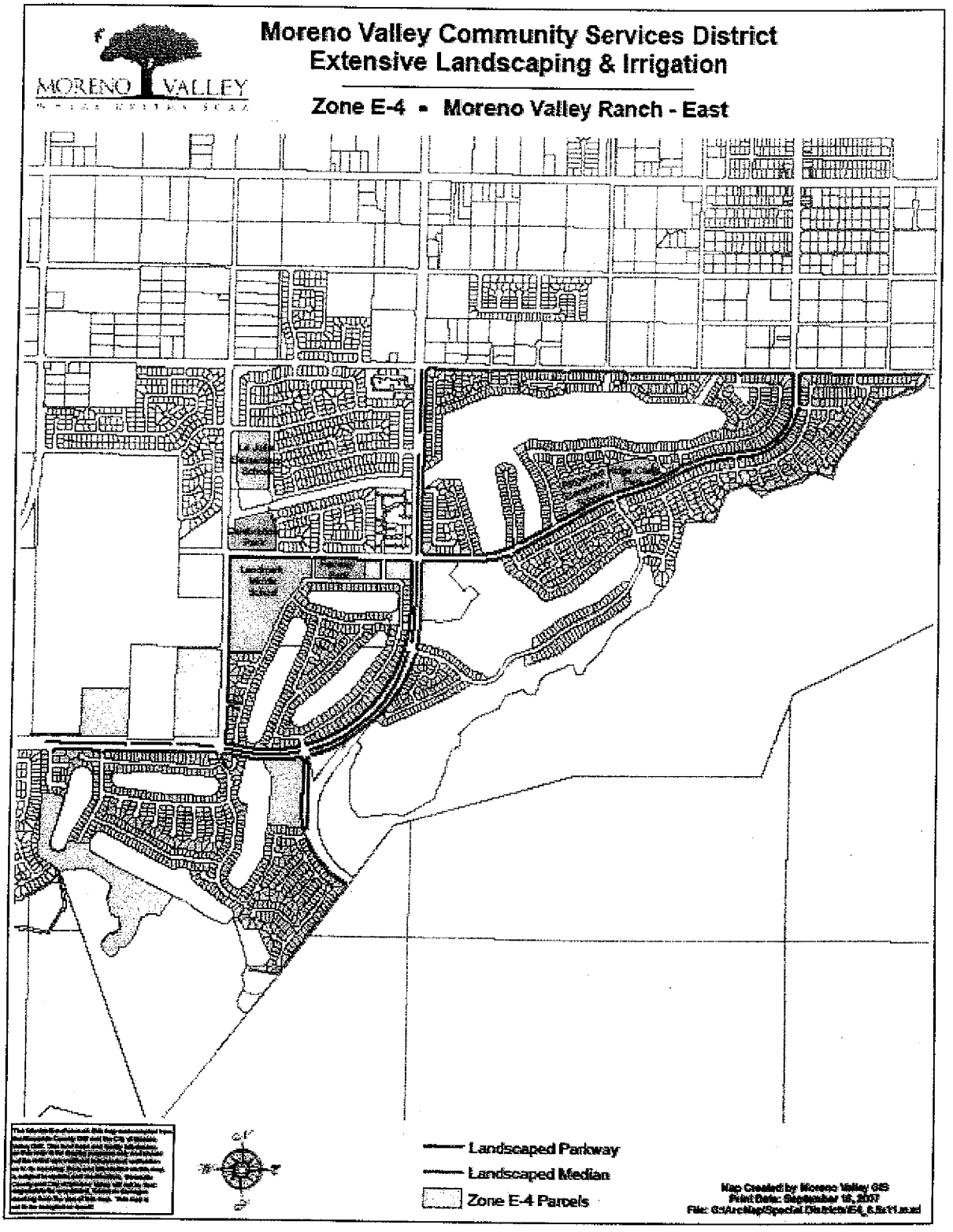

EXHIBIT B: District Responsibilities
R.F.P. NOE-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACT SUPERVISION

A. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.

B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C: Payment Terms
R.F.P. NO E-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACTOR'S COMPENSATION

A. The Contractor will be paid monthly per site for work performed satisfactorily under this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports for the: 1) maintenance performed, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month. These reports shall be accompanied by a billing in accordance with the Contract price for the work performed, and shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved.

B. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of fourteen thousand, nine hundred and sixty three dollars and seventy-three/100 ($14,963.73) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed one hundred seventy-nine thousand, five hundred and sixty four dollars and seventy-six/100 ($179,564.76), except as provided for in Section 2 below.

C. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2, paragraph C. herein this Exhibit, ("Additional Landscape Areas"), in addition to the work set forth in Exhibit A, Contractor's Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Section 9, or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2, paragraph B. below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made of a new installation, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in the Exhibit E, Section 9, shall be prorated from the day the Contractor commences work on the additional areas.

D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Section 9. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).

E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of $14,800.00 for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

A. Work required in the General or Special Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or

frequencies set forth therein, or; perform work as required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the District to allow for explanations.

MV00200359

EXHIBIT D: Term of Contract
R.F.P. NO. E-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. TERM OF CONTRACT

A. Following approval by both parties, the Contract will commence on July 1, 2011, and shall terminate twelve (12) months thereafter.

B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.

C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.

E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

R.F.P. NO. E-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

R.F.P. NO.E-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

1. SCHEDULE I

A. COMPANY NAME: TRUGREEN LANDCARE

TYPE
- Sole proprietor ____
- Partnership X
- Corporation ____

B. COMPANY ADDRESS/PHONE NUMBER

MAIN OFFICE ADDRESS:
1616 MARLBOROUGH AV. Bld. S
RIVERSIDE, CA. 92507

MAIN OFFICE PHONE NUMBER: 951-688-6880.

SATELLITE OFFICE ADDRESS (if applicable):

SATELLITE OFFICE PHONE NUMBER ____

C. CONTRACTOR'S LICENSING INFORMATION:

LICENSE NUMBER/CLASSIFICATION/NAME STYLE: 774548
C-61, D-49, C-27

NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 10

LICENSE EXPIRATION DATE: 2-29-12

CURRENT LICENSE STATUS: ACTIVE

PRIOR ACTIONS AGAINST THIS LICENSE? Yes / No

IF YES, LIST CITATION TYPE AND HOW RESOLVED: _____

D. COMPANY'S FEDERAL IDENTIFICATION NO.: 36-4313318

E. NAME AND TITLE OF COMPANY OFFICERS:

PATRICK SPAINHOUR	CEO
MAC McIlvried	PRESIDENT
MARK WESEL	REGION VICE PRESIDENT
MANNY MENDES	BRANCH MANAGER

F. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES: 27

G. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 27

H. CURRENT LANDSCAPE MAINTENANCE OPERATIONS

THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED TO THIS QUESTION (QUESTION H.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

TOTAL LANDSCAPE MAINTENANCE CONTRACTS: OVER 200

PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 6%

TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: $3,600,000 out of RIVERSIDE BRANCH

1. NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS: 6	AVERAGE WAGE SCALE: $45-65 /K* Salary	
TECHNICIANS: 10	AVERAGE WAGE SCALE: $ 15 /Hr.*	
FOREMEN: 34	AVERAGE WAGE SCALE: $ 13.75 /Hr.*	
LABORERS: 54	AVERAGE WAGE SCALE: $ 8.75 /Hr.*	

*Use fully burdened rate (i.e., taxes, insurance, benefits, OH &P) - This is a prevailing wage project.

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

A. MOTOR VEHICLES

- TYPE: PICK-UP F-150 NUMBER: 15
- TYPE: STAKE BEDS NUMBER: 22

- TYPE: DUMP TRUCKS F-450 NUMBER: 9
- TYPE: NUMBER:

B POWER EQUIPMENT
- TYPE: MOWERS 21", 36", 48", 60" NUMBER: 64
- TYPE: BLOWERS NUMBER: 48
- TYPE: HEDGE TRIMMERS NUMBER: 47
- TYPE: WEEDEATERS NUMBER: 52

I. REFERENCES

ATTACH RESPONSES ON ADDITIONAL SHEETS - ONE SHEET PER REFERENCE

1. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.
2. REFERENCE RESPONSES MUST INCLUDE:
   A. NAME AND ADDRESS OF AGENCY;
   B. NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
   C. CONTRACT NAME(S) / NUMBER(S);
   D. ANNUAL CONTRACT AMOUNT(S);
   E. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
   F. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
   G. LENGTH OF CONTRACT(S).
3. **THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:**
   A. How many (number) of contracts and years under contract?
   B What are/were the Scope of the contract(s), acreage amounts, location(s)?
   C. What are/were the Contract amount(s)?
   D. Do/did they have adequate (quantity/quality) staffing?
   E. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
   F. Does staff have the ability to comprehend/speak English?
   G. How are/were the appearance, uniforms, and use of safety equipment?
   H. Do/did they have availability of additional personnel for extra work/special projects?
   I. Is/was the equipment used in good working order?
   J. Do/did they have an effective in-company communications system?
   K. How is/was the knowledge of project/contract standards?
   L. Do/did they have the ability to respond to complaints/requests in a timely fashion?

References:

1. City of Rancho Cucamonga
   9153 9th Street
   Rancho Cucamonga CA 91730
   Don Gentry (909) 477-2700
   December 1999 to Present
   $505,000.00 Annually
   Square Footage: 45 Acres.
   Areas Serviced: LMD's throughout the City

2. Marriott Desert Springs Villas
   1091 Pinehurst
   Palm Desert CA 92260
   Glenn Knorr (760) 779-1291
   2005 to Current
   $536,400.00 Annually.
   Square Footage: 30 Acres.
   Areas Serviced: Common Areas & High Profile Areas.

3. City of Banning
   5261 W. Wilson
   Banning CA 92220
   Carl Szoyska (951) 922-3286
   Septembe4 2005 to Present
   $31,000.00 Annually.
   Square Footage: 2.5 Acres.
   Areas Serviced: City Hall, Aquatic Center, Police Departments.

M. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
N. How accurate & timely is/was billing/invoicing?
O. Have Contract(s) been successfully completed to term?
P. Would you accept future proposals/bids from this company?

2. PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

A. **Facilities** – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

RIVERSIDE OFFICE
1616 MARLBOROUGH AV. BLD. S
RIVERSIDE, CA. 92507

B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **Equipment:** LAZER RIDING MOWER, 36" Walk behind Mower, 21" Mower, Power Edger, Hedge Trimmers, Blowers, Weed eater, Chain saw

2. **Motor Vehicles:**
1- Stake Bed F-350
1- Pick-up F-150
1- Spray Truck F-350 w/ Bubble Tanks.

3. **Turf Maintenance Power Equipment/Tools:**
Power Edgers & Mowers above under equipment.

4. **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**
(List both powered and hand equipment/tools)

Vermeer 1800 Chipper
Vermeer Stump grinder
Hedge Trimmers, Weedeater

5. **Irrigation System Maintenance Equipment:**
(List both powered and hand equipment/tools)

Irrigation Truck & Rain Master remote controls

6. **Fertilizer Application Equipment:**
(List both powered and hand equipment/tools)

Lesco Spreader & Belly grinders.

7. **Pesticide Application Equipment:**
(List both powered and hand equipment/tools)

Spray Truck with Tanks & Lesco Back-Pack.

C. **Staff**: - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**
(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

Conrado Sigala - Area Manager
Lori Ledesma - Office Admin.
Foreman and labors who be assigned to job.

2. **Tree Trimming/Maintenance:**
(List any ISA or equivalent certified personnel)

Rafael Gomez - ISA Certified

3. **Irrigation System Maintenance:**
(List technical personnel – include any relevant education, certification, licensing information for each person listed)

Gilberto Castillo - Irrigation Tech

4. **Pesticide Application:**
(List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.)

Ray Velasquez - QAL 103311
Manny Mendes - QAL 100444

3. PROPOSED PROJECT WORK SCHEDULES

The following two pages contain blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed schedules for performing the work described in Exhibit A. Use additional sheets as necessary to provide a full and comprehensive response.

A. MONTHLY SCHEDULE SHEET (Full and Reduced Service Levels)

1. List all tasks specified to be performed on a weekly or monthly basis for the E-4 and E-4A areas in the box corresponding to the day of the week/month the work is proposed to be performed. List man-hours estimated to complete each task.

2. Be sure to include administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

B. ANNUAL SCHEDULE SHEET (Full and Reduced Service Levels)

1. List all tasks specified to be performed for the E-4 and E-4A areas at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which the work is proposed to be performed. List man-hours estimated to complete each task.

2. Be sure to include any administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE

E-4 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 - Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks 4 Man Crew - 32 HR 1 Irrigator 8 HRS	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 - Man Crew 32 HRS. 1 - Irrigator 8 HRS	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew - 32 HRS 1 Irrigator 8 HRS.	- Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks - Meeting Inspector 1 HR. 3 Man Crew 24 HRS 1 Irrigator 8 HRS	OFF (MW)
WEEK #2 - Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks 4 Man Crew - 32 HRS. 1 Irrigator 8 HRS	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew - 32 HRS 1 Irrigator 8 HRS.	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew 32 HRS 1 Irrigator 8 HRS.	- Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks 3 Man Crew 24 HRS. 1 Irrigator 8 HRS.	OFF (MW)
WEEK #3 - Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks 4 Man Crew - 32 HRS 1 Irrigator 8 HRS	Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew 32 HRS 1 Irrigator 8 HRS	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew 32 HRS. 1 Irrigator 8 HRS.	- Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks - Meeting Inspector - 1 HR. 3 Man Crew 24 HRS 1 Irrigator 8 HRS.	OFF (MW)
WEEK #4 - Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks 4 Man Crew 32 HRS. 1 Irrigator 8 HRS.	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew 32 HRS 1 Irrigator 8 HRS.	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew 32 HRS. 1 Irrigator 8 HRS.	- Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks 3 Man Crew 24 HRS. 1 Irrigator 8 HRS.	OFF - Reports Submittals 1 HR (MW)

WINTER SCHEDULE NOV - APRIL

PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE

E-4 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 -Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks. 4 Men Crew 32 HRS. 1 Irrigator 8 HRS.		-Mowing & Edging -Trash Pick-up - Weeding -Blowing Sidewalks. 4 Men Crew 32 HRS 1 Irrigator 8 HRS.	Meeting Inspector - 1 HR	
WEEK #2 -Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 4 Men Crew 32 HRS. 1 Irrigator 8 HRS.		-Mowing & Edging -Trash Pick up -Weeding -Blowing Sidewalks 4 Men Crew 32 HRS. 1 Irrigator 8 HRS		
WEEK #3 -Detail Trimming -Trash Pick-up - Weeding & Spraying -Blowing Sidewalks 4 Men Crew 32 HRS. 1 Irrigator 8 HRS.		-Mowing & Edging -Trash Pickup -Weeding -Blowing Sidewalks 4 Men Crew 32 HRS 1 Irrigator 8 HRS.		
WEEK #4 -Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 4 Men Crew 32 HRS. 1 Irrigator 8 HRS.		-Mowing & Edging -Trash Pickup -Weeding -Blowing Sidewalks. 4 Men Crew 32 HRS. 1 Irrigator 8 HRS.		Reports Submittals 1 HR

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE

E-4A MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1			-Detail Trimming -Trash Pick-up -Weeding & Spraying -Blowing Sidewalks. 2 Men Crew 1/2 day 8 HRS.	
WEEK #2			-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 2 Men Crew 1/2 day 8 HRS	
WEEK #3		Irrigator 2 HRS.	-Detail Trimming -Trash Picking - Weeding & Spraying -Blowing Sidewalks. 2 Men Crew 1/2 day 8 HRS.	
WEEK #4		Meeting Inspector. 1/2 HR.	-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing sidewalks. 2 Men Crew 1/2 day 8 HRS.	Report Submittals 1/4 HR.

PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE

E-4A MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1			-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks. 2 Men Crew 1/4 day 4 HRS.	
WEEK #2			-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 2 Men Crew 1/4 day 4 HRS.	
WEEK #3		Irrigator 1 HR. ~~Irrigator 4 HRS.~~ MM	-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks. 2 Men Crew 1/4 day 4 HRS.	
WEEK #4		Meeting Inspector 1/4 HR.	-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks. 2 Men Crew 1/4 day 4 HRS.	Reports Submittals 1/4 HR.

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE

E-4 ANNUAL SCHEDULE SHEET

JANUARY	FEBRUARY	MARCH
		- Turf Aeration - Growpower - Turf - Pre-emergent granual for bed areas.
APRIL	**MAY**	**JUNE**
23-5-10 / Best Poly Supreme (Shrub & Ground Cover)		
JULY	**AUGUST**	**SEPTEMBER**
		23-5-10 / Best Poly Supreme (Shrub & Ground Cover)
OCTOBER	**NOVEMBER**	**DECEMBER**
Turf Aeration Growpower - Turf - Pre-emergent granual for bed areas.		

PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE

E-4 ANNUAL SCHEDULE SHEET

JANUARY	FEBRUARY Dimension Pre-emergent Fertilizer 22-06	MARCH
APRIL 23-5-10 Best Poly Supreme (Shrubs + Ground Cover)	MAY	JUNE 22-5-5 Best Turf Gold
JULY	AUGUST	SEPTEMBER
OCTOBER 22-5-5 Best Turf Gold	NOVEMBER	DECEMBER

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE

E-4A ANNUAL SCHEDULE SHEET

JANUARY	**FEBRUARY**	**MARCH** -Pre-emergent granual for bed areas.
APRIL 23-5-10 / Best Poly Supreme (Shrub + Ground Cover)	**MAY**	**JUNE**
JULY	**AUGUST**	**SEPTEMBER** 23-5-10 / Best Poly Supreme (Shrub + Ground Cover)
OCTOBER -Pre-emergent granual for bed areas.	**NOVEMBER**	**DECEMBER**

PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE

E-4A ANNUAL SCHEDULE SHEET

JANUARY	FEBRUARY	MARCH
APRIL 23-5-10 Best Poly Supreme (Shrubs & Ground Cover)	MAY	JUNE
JULY	AUGUST	SEPTEMBER
OCTOBER	NOVEMBER	DECEMBER

4. PROPOSED ANNUAL MATERIAL SCHEDULE

A. Fertilizers:

List the fertilizers to be furnished to execute work tasks specified in Exhibit A. Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
-Growpower Fertilizer	3500 lbs.	$2050.00
-Best 23-5-10 Poly Supreme	3500 lbs.	$1800.00

B. Pesticides:

List pesticides to be furnished to execute work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Riverdale Razor-Pro	28 Gal	$550
Fusilade - Post grass control	3 QT.	$250
Ronstar - Pre-emergent	35 Bags	$3075
Snail bait	200 lbs.	$475

5. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

A. Communications:

The General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Scope of Services .specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

In the Field 6:30 - 5:00pm Area Manager - Cell phone
Office 8:00 - 4:30pm Office Staff
After Hours 5:00 - 8:00am Emergency phone #

B. Traffic Safety:

The General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

Trugreen Workzone Safety program - All employees are certified (Safety Cordinator - Ray Velasquez) does weekly on site inspections and tailgate meetings. Traffic cones & arrow boards are used as needed.

C. Greenwaste Recycling:

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

Burrtec Industries
1850 Agua Mansa Rd.
Riverside, CA. 92509
951-685-5516

6. LIST OF SUBCONTRACTORS

A. SUBCONTRACTORS:

In compliance with the provisions of Government Code, Section 4102, the undersigned Proposer sets forth the name and location (address) of the place of business of each subcontractor who will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
	N/A	

7. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE Manuel Mendes

PRINTED NAME MANUEL MENDES

TITLE BRANCH MANAGER

COMPANY NAME TRUGREEN LANDCARE

DATE 02-17-11

8. PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the Moreno Valley Community Services District and TRUGREEN LANDCARE, and further , the aforesaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind the terms of contract to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT (PRINTED), SIGNED AND DATED

SIGNATURE Manuel Mendes

NAME MANUEL MENDES

TITLE BRANCH MANAGER

COMPANY NAME TRUGREEN LANDCARE

DATE 02-17-11

9. SCHEDULE II

A. BID SCHEDULE

PROPOSER: TRUGREEN LANDCARE
(Company Name)

SITE	SERVICE LEVEL	ESTIMATED AREA	COST PER SQ. FT.	COST PER MONTH	COST PER TWELVE MONTHS
E-4 LANDSCAPE PARKWAYS & MEDIANS (currently full service)	Full	Planter: 617,667 sq. ft.	$ 0.015	$9,265.00	$111,180.00
		Turf: 588,060 sq. ft.	$ 0.0089	$5,233.73	$62,804.76
	Reduced	Planter: 617,667 sq. ft.	$ 0.0075	$4632.50	$55,590.00
		Turf: 558,060 sq. ft.	$ 0.006	$3348.36	$40,180.32
E-4A LANDSCAPE PARKWAYS (currently full service)	Full	Planter 31,000 sq. ft.	$ 0.015	$465.00	$5,580.00
	Reduced	Planter 31,000 sq. ft.	$ 0.0075	$232.50	$2,790.00

The Total Amount of the Service Proposal shall be based on current service levels (**Full service for E-4 Parkways & Medians and Full service for E-4A Parkways**):

Figures: $179,564 and 76 /100's Dollars

Words: One hundred seventy-nine thousand, five hundred sixty-four and seventy-six /100's Dollars

All work shall be performed in accordance with the Technical Provisions for Full Service or Reduced Service. Determination of the level of service shall be made per written direction by the City. Service levels may be converted from Full to Reduced or from Reduced to Full with 30 days advance written notice by the City.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway, irrigation, and landscaping as set forth in Exhibit A: Scope of Work of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 0 **has/have been received and is/are made a part of this proposal.**

Manuel Mendez — 02-17-11
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

B. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibit A and Exhibit C

UNIT PRICES (Includes all labor and materials)

1. 1 gal. shrub/vine/ground cover in place	@	$	8.00	ea
2. 5 gal. shrub/vine/ground cover in place	@	$	25.00	ea
3. 5 gal. tree in place (stakes included)	@	$	32.00	ea
4. 15 gal. tree in place (stakes included)	@	$	80.00	ea
5. 24" box tree in place (stakes included)	@	$	275.00	ea
6. 36" box tree in place (guy wires included)	@	$	675.00	ea
7. Flat of ground cover in place	@	$	23.00	ea
8. Planter bed mulch in place	@	$	37.00	/cu. yd
9. Additional labor	@	$	30.00	/man hour
10. Additional Irrigation Technician	@	$	55.00	/man hour

PROPOSER: TRUGREEN LANDCARE
(Company Name)

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

ROUTINE IRRIGATION REPAIR PRICES

1. Irrigation repair parts for routine repairs @ cost plus 15 %

2. Unit prices for Additional Work (additional **FULL SERVICE** landscape areas) per Exhibit C, Section 2.

   A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.015 /sq. ft./mo.

   B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.0089 /sq. ft./mo.

3. Unit prices for Additional Work (additional **REDUCED SERVICE** landscape areas) per Exhibit C, Section 2.

   A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.0075 /sq. ft./mo.

   B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.006 /sq. ft./mo.

4. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: TRUGREEN LANDCARE
(Company Name)

10. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, Section 9 (Schedule II) A. "Bid Schedule"):

One hundred seventy-nine thousand, five hundred and sixty-four and seventy-six/100's Dollars
(Dollar Amount in Words)

$ 179,564.76
(Dollar Amount in Figures)

Date: 02-17-11

Proposer: TRUGREEN LANDCARE
(Company Name)

By: Manuel Mendez
(Signature)

Title: BRANCH MANAGER

State License Number and Classification: 774548 C-27, D-49, C-61

If a corporation, complete the following:
INCORPORATED UNDER LAWS OF THE STATE OF _____

PRESIDENT _____

(Corporate Seal)

SECRETARY _____

11. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is cash, a cashier's check, or a certified check, or a Proposal Surety Bond for 10% of Bid Amount, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated 02-17-11

Signature of Proposer [signature]

By TRUGREEN LANDCARE

Address of Proposer 1616 Marlborough Av. Bld S
Riverside, CA 92507

Telephone Number of Proposer (951) 688-6880

Names and Addresses of Members of the Company:

_____

_____

(If a Corporation)

Signature of Proposer _____

By _____

Title _____

Business Address _____

_____

TRUGREEN LandCare[sm]

DESIGNATION OF REPRESENTATIVE

I, Thomas E. Courtney, Vice President & Associate General Counsel of TruGreen LandCare L.L.C., the general partner of TRUGREEN LANDCARE, a California general partnership ("Company"), with full power and authority, do hereby authorize and direct Manny Mendes, Branch Manager, TruGreen LandCare, 1616 Marlborough, Building S, Riverside, California 92507 to represent the Company to execute any and all bid documents, related contracts and documents to effectuate the terms of the contract for Moreno Valley Community Services District R.F.P. #E-4/11 – Maintenance of Parkway and Median Landscaping and Irrigation for Moreno Valley Ranch – East/Daybreak entered into on behalf of the Company with the Moreno Valley Community Services District.

This Designation of Representative expires at midnight on February 16, 2012.

TRUGREEN LANDCARE, a California general Partnership

By: TruGreen LandCare L.L.C.,
Its: General Partner

By: _____
Thomas E. Courtney
Vice President & Associate General Counsel

Dated: February 16, 2011

STATE OF TENNESSEE}
COUNTY OF SHELBY}

Before me, Letha W. Sanders, a Notary Public for said State and County, personally appeared THOMAS E. COURTNEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Vice President & Associate General Counsel of TruGreen LandCare L.L.C., a Delaware limited liability company, the General Partner of TRUGREEN LANDCARE, the within named bargainor, a California general partnership, and that he as such Vice President & Associate General Counsel, executed the foregoing instrument for the purposes therein contained.

LETHA W. SANDERS STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY

WITNESS my hand, at office, this 16th day of February, 2011.

Letha W. Sanders
Notary Public

My Commission Expires: September 26, 2012

My Commission Expires: _____

MV00200389

Aon Surety

February 15, 2011

Manny Mendez
TRUGREEN LANDCARE, A CALIFORNIA GENERAL PARTNERSHIP
1616 Marlborough Ave., Bldg. S
Riverside, CA 92507

Re: CITY OF MORENO VALLEY
Project: Project No.E-4/11 - Moreno Valley Ranch-East/Daybreak, Maintenance of Parkway & Median Landscaping and Irrigation.
Estimated Contract Price: $ 185,000.00
Bid Date: 2/17/2011
Surety: LIBERTY MUTUAL INSURANCE COMPANIES

Dear Manny:

Enclosed please find the above captioned bid bond, executed per your request.

It is your responsibility to ensure the bid bond conforms with your needs and instructions to us, including but not limited to the correct coverages and parties, and with any laws applicable to your operations and/or the contract requiring the bid bond, and to advise us immediately, in writing, if the bid bond form so executed does not contain the proper information. Accordingly, it is incumbent upon you to carefully review the bond, and we will expect that you will, double-check all information, including signatures, dates, amounts and job descriptions for accuracy, and to verify that the bid bond form we executed is the form required by the specification. This will avoid the possibility of having a low bid rejected because of a clerical error. We will also expect you to verify that anything unusual that has been requested by the obligee is attached.

If, following your review of the bond, you do not advise us in writing of any problem or deficiency in its terms and information but submit the bond as is, your submission will constitute your verification, and we will justifiably assume, that the bond form as issued is correct and appropriate for the purpose for which it is being submitted. You further understand that we will have no liability for any deficiencies or discrepancies not brought to our attention in accordance with this letter.

The bid bond authorization is based upon your original estimate. **If the actual bid price exceeds this estimate by 10% or more, you must contact us for additional authority!**

Please call our office if you should have any questions or need any further assistance.

Good Luck on your Bid.

Sincerely,

Vivian Carti

Vivian Carti
Senior Surety Analyst

Your bid results are very important, please mail or fax this information back to the address below within 5 days of the bid opening.

	Contractors Name		Contract Price
1.	_____	$	_____
2.	_____	$	_____
3	_____	$	_____

Where did you place _____ And your price $ _____

If awarded contract, is final bond required? Yes ☐ No ☐

Aon Risk Services Northeast, Inc.
199 Water Street, New York, NY 10038 • tel: 212 479-3721 • fax: 212 479-4269

12. PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we TruGreen LandCare, a California General Partnership, as principals, and Liberty Mutual Insurance Company A(XV)CA, a duly authorized corporate surety: Business Address 175 Berkeley Street, Boston, MA 02116,

Phone (201) 327-6603, are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of Ten Percent of Bid Amount Dollars, ($ 10% of Bid Amount), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly, and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about to hand in and submit to the Board of Directors of the Moreno Valley Community Services District, a proposal for **PROJECT NO. E-4/11 - MORENO VALLEY RANCH-EAST/DAYBREAK, MAINTENANCE OF PARKWAY & MEDIAN LANDSCAPING AND IRRIGATION**, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said Board of Directors, and if the said principal shall fail or neglect to enter into a Contract therefor within the required time, then in that case the undersigned obligors will pay to the Moreno Valley Community Services District the full sum of Ten Percent of Bid Amount Dollars, ($ 10% of Bid Amount), as liquidated damages for such failure and neglect.

WITNESS our hands this 15th day of February, 2011.

(SIGNATURE PAGE FOLLOWS)

Proposal Surety Bond (cont.)

PRINCIPAL	CORPORATE SURETY
Name: TruGreen LandCare, a California General Partnership	Name: Liberty Mutual Insurance Company A(XV)CA
Address: 1616 Marlborough Ave., Bldg. S	Address: 175 Berkeley Street
Riverside, CA 92507	Boston, MA 02116
Tel. No.: (951) 688-6880	Tel. No.: (201) 327-6603
By: Cynthia Farrell	By: Vivian Carti
Cynthia Farrell, Attorney-In-Fact	Vivian Carti, Attorney-in-Fact

SIGNING INSTRUCTIONS

- **The Bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.**
- **The Bond shall include attached Notary Certificates for the Attorney-in-Fact and the Principal.**
- **The Bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).**
- **The Bond shall include the address at which the Principal and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).**

If any of the above items are omitted, the proposal will be considered non-responsive and will be rejected.

13. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)§

(NAME) MANUEL MENDES, affiant being first duly sworn, deposes and says:

That he or she is BRANCH MANAGER of
(sole owner, partner or other proper title)

TRUGREEN LANDCARE the party making the
(Contractor)
foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: TRUGREEN LANDCARE

Bidder's Address: 1616 Marlborough Av. Bld. S
Riverside, CA 92507

Telephone No.: (951) 688-6880

Manuel Mendes
(Signature of Bidder)

BRANCH MANAGER
(Title)

ALL SIGNATURES MUST BE NOTARIZED

State of California County of Riverside
Subscribed and sworn to (or affirmed) before me on this 17th day of February, 20 11,
by Manuel Mendes
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [signature] (Seal)

RUDY P. PARAMO
COMM. #1855656
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Comm. Expires Jun. 28, 2013

BCT4

OF LIABILITY INSURANCE 01/21/2009

PRODUCER
Aon Risk Services Central Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

PHONE (866) 283-7122 FAX (847) 953-3001

CITY OF MORENO VALLEY
SPECIAL DISTRICTS
2009 JAN 27 PM 12:28

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
TruGreen LandCare, LLC
860 Ridge Lake Blvd
Memphis TN 38120 USA

INSURERS AFFORDING COVERAGE		NAIC
INSURER A:	Zurich American Ins Co A(XV)CA	16535
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:	A+(XV)CA	
INSURER D:		
INSURER E:		

COVERAGES

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

LIMITS SHOWN ARE AS REQUESTE

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	GL0293865604	01/01/09	01/01/12	EACH OCCURRENCE	$3,000,00
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,00
						MED EXP (Any one person)	$5,00
						PERSONAL & ADV INJURY	$3,000,00
						GENERAL AGGREGATE	$5,000,00
						PRODUCTS - COMP/OP AGG	Include
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON OWNED AUTOS	BAP2938657-04	01/01/09	01/01/12	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC / AGG	
B		EXCESS /UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION	BE2227065 Umbrella	01/01/09	01/01/10	EACH OCCURRENCE	$5,000,000
						AGGREGATE	$5,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC293865404 AOS	01/01/09	01/01/12	[X] WC STATUTORY LIMITS [ ] OTHER	
A		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC293865504 WI	01/01/09	01/01/12	E.L. EACH ACCIDENT	$1,000,000
						E.L. DISEASE-EA EMPLOYEE	$1,000,000
						E.L. DISEASE-POLICY LIMIT	$1,000,000
		OTHER					

RISK MANAGEMENT
Approved
M. Alonzo 1-30-09

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
RE: TruGreen LandCare, LLC - Branch No. 6248. City of Moreno Valley is included as an Additional Insured under the General Liability per the attached CG2010 0704 and CG2037 0704 and Automobile Liability policies if required by written contract. Waiver of Subrogation applies to General Liability, Automobile Liability and Workers'

RECEIVED
JAN 28 2009
RISK MANAGEMENT

CERTIFICATE HOLDER

City of Moreno Valley
Attn: Stuart Sheldon
14325 Frederick Street, Suite 9
Moreno Valley CA 92552 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Aon Risk Services Central Inc.

Attachment to ACORD Certificate for TruGreen LandCare, LLC

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverage or exclusions contained in the policy.

INSURED

TruGreen LandCare, LLC
860 Ridge Lake Blvd
Memphis TN 38120 USA

INSURER
INSURER
INSURER
INSURER
INSURER

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Compensation policies if required by written contract with City of Moreno Valley.

Certificate No : 570032712624

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY ENTITY FOR WHOM THE INSURED HAS AGREED TO PROVIDE COVERAGE AS PER WRITTEN CONTRACT. TRUGREEN LANDCARE L.L.C. 01/01/09 – 01/01/12	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Copyright, ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY ENTITY FOR WHOM THE INSURED HAS AGREED TO PROVIDE COVERAGE AS PER WRITTEN CONTRACT. TRUGREEN LANDCARE L.L.C. 01/01/09 – 01/01/12	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Copyright, ISO Properties, Inc., 2004

CALIFORNIA
DEPARTMENT OF INSURANCE

Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business

Financial Statements PDF's
- Annual Statements
- Quarterly Statements
- CA Supplements

Company Complaint
- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies

Additional Info
- Find A Company Representative In Your Area
- View Financial Disclaimer

COMPANY PROFILE

Company Information

LIBERTY MUTUAL INSURANCE COMPANY

175 BERKELEY ST
BOSTON, MA 02116
800-262-8238

Old Company Names **Effective Date**

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Agent For Service

KAREN HARRIS
C/O CORPORATION SERVICE COMPANY
2730 GATEWAY OAKS DRIVE, SUITE 100
SACRAMENTO CA 95833

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Reference Information

NAIC #:	23043
California Company ID #:	1022-3
Date Authorized in California:	08/30/1929
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MASSACHUSETTS

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NAIC Group List

NAIC Group #: 0111 LIBERTY MUT GRP

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Lines Of Business

The company is authorized to transact business within these lines of insurance.
For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY

MV00200398

MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

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EXTENSION AGREEMENT
PROJECT NO. E-4/11
MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **TruGreen Landcare** (hereafter, "Contractor")

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated August 18, 2011 referencing Project No. E-4/11 for the maintenance of the District's parkway and median landscaping and irrigation systems associated with Project No. E-4/11– Moreno Valley Ranch – East/Daybreak.

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement.

WHEREAS, the Extension of the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2012** and shall terminate on **June 30, 2013.**

2. In accordance with Exhibit D, Section 1 B. of the Agreement, this Extension shall be considered the first of four possible Extensions of this Agreement.

3. For the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension for maintenance of the parkway and median areas consistent with the terms of the Agreement in the total amount of **EIGHT THOUSAND FOUR HUNDRED FOURTY-FIVE 86/100 ($8,445.86)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **ONE HUNDRED ONE THOUSAND THREE HUNDRED AND FIFTY 32/100 DOLLARS ($101,350.32).**

4. Notwithstanding, Exhibit E, Section B, 3. A. and B. on page 85, of the Agreement, the unit cost set forth in the Additional Work Price List, for any landscape areas added to the project during the period of this Extension shall be as follows:

    a. Additional parkway areas, planters (trees to 18-feet height, shrubs, ground cover included, as applicable). **$0.0075/sq.ft./mo**.

    b. Additional parkway areas, turf (trees to 18-feet height, shrubs, ground cover included, as applicable). **$0.006/sq.ft./mo**.

5. Notwithstanding Exhibit C., Numeral 2, Letter e of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the City Council, the Director (the Public Works Director/City Engineer or his designated appointee) may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **EIGHT THOUSAND TWO HUNDRED AND 00/100 DOLLARS ($8,200.00).**

6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

EXTENSION AGREEMENT
PROJECT NO. E-4/11 – MORENO VALLEY RANCH EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor: TruGreen Landcare
By:	By:
Title: Mayor, Acting in the capacity of President of the Board of Directors of the Moreno Valley Community Services District	Title: (President or Vice President) Tim Martinez, Region Manager
Date: 7/26/12	Date:

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

Deputy City Attorney

7-9-12
Date

RECOMMENDED FOR APPROVAL:

Department Head

7/19/12
Date

By:
Title: Corporate Secretary or Assistant Secretary

Date:
Affix Corporate Seal Below

BOND NO. 015030479 **DUPLICATED ORIGINAL**

PREMIUM $ 1,014.00
EFFECTIVE: 07/01/12-06/30/13

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

PROJECT NO. E-4/11
R.F.P. NO. E-4/11
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

WHEREAS, the Board of Directors of the Moreno Valley Community Services District, State of California, and TruGreen Landcare, a California General Partnership, hereinafter designated as "Contractor" have entered into an Agreement whereby Contractor agrees to maintain certain designated public improvements, which said Agreement dated August 18, 2011, and identified as **PROJECT NO. E-4/11** is hereby referred to, and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of One Hundred One Thousand Three Hundred Fifty and 32/100 dollars, ($101,350.32),(words and figures) lawful money of the United States, to be paid to the said CSD or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Moreno Valley Community Services District, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the Moreno Valley Community Services District in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

BOND NO. 015030479

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this 26th day of June 2012.

CONTRACTOR (Principal)		SURETY	
Name:	TruGreen LandCare, a California General Partnership	Name:	Liberty Mutual Insurance Company
Address:	1616 Marlborough Ave, Bldg S, Riverside, CA 92507	Address:	790 The City Drive South, Ste. 200 Orange, CA 92868
Telephone No:	951-688-6880	Telephone No:	714-634-3311
Print Name:	Misty Wright, Attorney-In-Fact	Print Name:	Dennis Langer, Attorney-In-Fact
Signature:		Signature:	

Approved as to Form this

9th day of July 2012

Deputy City Attorney, in the Capacity of General Legal Counsel to the Moreno Valley Community Services District

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On JUNE 26, 2012 (Date) before me, YALONDA M. EUBANK, NOTARY PUBLIC (Here Insert Name and Title of the Officer),

personally appeared Misty Wright (Name(s) of Signer(s)),

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

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

Witness my hand and official seal.

Signature (Signature of Notary Public) YALONDA M. EUBANK

YALONDA M. EUBANK
COMM. #1975925
Notary Public California
Los Angeles County
My Comm. Expires Apr. 22, 2016
NRO1

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bond No.: 015030479

Document Date: JUNE 26, 2012 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On JUNE 26, 2012 (Date) before me, YALONDA M. EUBANK, NOTARY PUBLIC (Here Insert Name and Title of the Officer),

personally appeared DENNIS LANGER (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(~~x~~) whose name(~~x~~) is/~~xxx~~ subscribed to the within instrument and acknowledged to me that ~~xx~~/~~she~~/~~xxxx~~ executed the same in ~~xx~~/~~her~~/~~xxxx~~ authorized capacity(~~xxx~~), and that by ~~xx~~/~~her~~/~~xxxx~~ signature(~~x~~) on the instrument the person(~~x~~), or the entity upon behalf of which the person(~~x~~) acted, executed the instrument.

YALONDA M. EUBANK
COMM. #1975925
Notary Public California
Los Angeles County
My Comm. Expires Apr. 22, 2016
NRO1

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

Witness my hand and official seal.

Signature (Signature of Notary Public) YALONDA M. EUBANK

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bond No.: 015030479

Document Date: JUNE 26, 2012 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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TRUGREEN LandCare™

POWER OF ATTORNEY

TruGreen LandCare L.L.C. ("TruGreen"), a Delaware Limited Liability Company, with its principal place of business located at 9416 Doctor Perry Road, Ijamsville, Maryland 21754, and a Federal Employer Identification Number of 36-4313318, hereby constitutes and appoints, jointly and severally, the employees of Lockton Insurance Brokers LLC ("Lockton") identified below, as its true and lawful attorney-in-fact, to execute all surety bonds with a face amount of up to $1,000,000 issued on behalf of TruGreen or any of TruGreen's direct and/or indirect subsidiaries as set forth herein.

EMPLOYEE	LOCATION
Paul Boucher	Lockton Insurance Brokers LLC-Los Angeles
Janina Monroe	Lockton Insurance Brokers LLC-Irvine
Sarah Campbell	Lockton Insurance Brokers LLC-Los Angeles
Dennis Langer	Lockton Insurance Brokers LLC-Los Angeles
Yalonda Eubank	Lockton Insurance Brokers LLC-Los Angeles
Richard A. Roderick	Lockton Insurance Brokers LLC-Los Angeles
Heather Win	Lockton Insurance Brokers LLC-Los Angeles
Misty Wright	Lockton Insurance Brokers LLC-Los Angeles
Debra J. Scarborough	Lockton Insurance Brokers LLC-Kansas City
Christy M. McCart	Lockton Insurance Brokers LLC-Kansas City

This Power of Attorney supersedes all prior Power of Attorney executed for this purpose and shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days' written notice.

This Power of Attorney shall include the following direct and indirect subsidiaries of TruGreen and any and all direct and/or indirect subsidiaries that are acquired or formed by TruGreen after the execution of this Power of Attorney.

SUBSIDIARIES	FEDERAL EMPLOYER IDENTIFICATION NUMBER
TruGreen LandCare, a California General Partnership	36-4313318
TruGreen LandCare of Nevada L.L.C.	36-4345959
TruGreen LandCare of Alabama L.L.C.	36-4345958
Minnesota Lawn Maintenance, Inc.	41-1766873

IN WITNESS WHEREOF, the individual signing below affirms his/her authority to sign this Power Of Attorney on behalf of TruGreen LandCare L.L.C. and to grant the powers contained herein.

Dated this 17 th day of May, 2012

TruGreen LandCare L.L.C.

By: _____
Vidyadhar KulKarni, President & CEO

(Signature to be notarized)

~~~
~~~

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND. 5217820

This Power of Attorney limits the acts of those named therein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. _____

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, PAUL BOUCHER, JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE, DENNIS LANGER, ...

all of the city of LOS ANGELES, state of CALIFORNIA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of March, 2012.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: _____
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 5th day of March, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and biding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of JUN 26 2012 20_____.

By: _____
David M. Carey, Assistant Secretary

POA - AFCC, LMIC, OCIC, PIC & WAIC
LMS_12873_012012

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

BOND NO. 015030479 DUPLICATED ORIGINAL

PREMIUM $ Included In Performance Bond
EFFECTIVE:07/01/12-06/30/13

LABOR AND MATERIALS BOND
(100% of Total Contract Amount)

PROJECT NO. E-4/11
R.F.P. NO. E-4/11
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

WHEREAS, the Board of Directors of the Moreno Valley Community Services District, State of California, and TruGreen Landcare, a California General Partnership, hereinafter designated as "Contractor" have entered into an Agreement whereby Contractor agrees to maintain certain designated public improvements, which said Agreement dated August 18, 2011, and identified as **PROJECT NO. E-4/11** is hereby referred to, and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto the City of Moreno Valley Community Services District for the City of Moreno Valley, County of Riverside in the penal sum of One Hundred One Thousand Three Hundred Fifty and 32/100 dollars, ($101,350.32) (words and figures), lawful money of the United States, to be paid to said CSD or its certain attorney, successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Moreno Valley Community Services District, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the CSD and judgment is recovered, the Surety shall pay all costs incurred by the CSD in such suit, including reasonable attorney fees to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extensions of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

BOND NO. 015030479

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 26th day of June, 2012

CONTRACTOR (Principal)		SURETY	
Name:	TruGreen LandCare, a California General Partnership	Name:	Liberty Mutual Insurance Company
Address:	1616 Marlborough Ave, Bldg S, Riverside, CA 92507	Address:	790 The City Drive South, Ste. 200 Orange, CA 92868
Telephone No:	951-688-6880	Telephone No:	714-634-3311
Print Name:	Misty Wright, Attorney-In-Fact	Print Name:	Dennis Langer, Attorney-In-Fact
Signature:		Signature:	

Approved as to Form this

18th day of JULY 2012

Deputy

City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On JUNE 26, 2012 (Date) before me, YALONDA M. EUBANK, NOTARY PUBLIC (Here Insert Name and Title of the Officer),

personally appeared Misty Wright (Name(s) of Signer(s)),

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

YALONDA M. EUBANK
COMM. #1975925
Notary Public California
Los Angeles County
My Comm. Expires Apr. 22, 2016
NRO1 NRO1

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

Witness my hand and official seal.

Signature (Signature of Notary Public) YALONDA M. EUBANK

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bond No.: 015030479

Document Date: JUNE 26, 2012 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On JUNE 26, 2012 (Date) before me, YALONDA M. EUBANK, NOTARY PUBLIC (Here Insert Name and Title of the Officer),

personally appeared DENNIS LANGER (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(~~x~~) whose name(~~x~~) is/~~xxx~~ subscribed to the within instrument and acknowledged to me that ~~xx~~/~~she~~/~~xxxx~~ executed the same in ~~xx~~/~~her~~/~~xxxx~~ authorized capacity(~~xxx~~), and that by ~~xx~~/~~her~~/~~xxxx~~ signature(~~x~~) on the instrument the person(~~x~~), or the entity upon behalf of which the person(~~x~~) acted, executed the instrument.

YALONDA M. EUBANK
COMM. #1975925
Notary Public California
Los Angeles County
My Comm. Expires Apr. 22, 2016
NRO1

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

Witness my hand and official seal.

Signature _____ (Signature of Notary Public) YALONDA M. EUBANK

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bond No.: 015030479

Document Date: JUNE 26, 2012 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
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TRUGREEN LandCare

POWER OF ATTORNEY

TruGreen LandCare L.L.C. ("TruGreen"), a Delaware Limited Liability Company, with its principal place of business located at 9416 Doctor Perry Road, Ijamsville, Maryland 21754, and a Federal Employer Identification Number of 36-4313318, hereby constitutes and appoints, jointly and severally, the employees of Lockton Insurance Brokers LLC ("Lockton") identified below, as its true and lawful attorney-in-fact, to execute all surety bonds with a face amount of up to $1,000,000 issued on behalf of TruGreen or any of TruGreen's direct and/or indirect subsidiaries as set forth herein.

EMPLOYEE	LOCATION
Paul Boucher	Lockton Insurance Brokers LLC-Los Angeles
Janina Monroe	Lockton Insurance Brokers LLC-Irvine
Sarah Campbell	Lockton Insurance Brokers LLC-Los Angeles
Dennis Langer	Lockton Insurance Brokers LLC-Los Angeles
Yalonda Eubank	Lockton Insurance Brokers LLC-Los Angeles
Richard A. Roderick	Lockton Insurance Brokers LLC-Los Angeles
Heather Win	Lockton Insurance Brokers LLC-Los Angeles
Misty Wright	Lockton Insurance Brokers LLC-Los Angeles
Debra J. Scarborough	Lockton Insurance Brokers LLC-Kansas City
Christy M. McCart	Lockton Insurance Brokers LLC-Kansas City

This Power of Attorney supersedes all prior Power of Attorney executed for this purpose and shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days' written notice.

This Power of Attorney shall include the following direct and indirect subsidiaries of TruGreen and any and all direct and/or indirect subsidiaries that are acquired or formed by TruGreen after the execution of this Power of Attorney.

SUBSIDIARIES	FEDERAL EMPLOYER IDENTIFICATION NUMBER
TruGreen LandCare, a California General Partnership	36-4313318
TruGreen LandCare of Nevada L.L.C.	36-4345959
TruGreen LandCare of Alabama L.L.C.	36-4345958
Minnesota Lawn Maintenance, Inc.	41-1766873

IN WITNESS WHEREOF, the individual signing below affirms his/her authority to sign this Power Of Attorney on behalf of TruGreen LandCare L.L.C. and to grant the powers contained herein.

Dated this 17 th day of May, 2012

TruGreen LandCare L.L.C.

By: _____
Vidyadhar KulKarni, President & CEO

(Signature to be notarized)

~~~
~~~

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND. 5217821

This Power of Attorney limits the acts of those na herein, and they have no authority to bind the Company ex n the manner and to the extent herein stated.

Certificate No. _____

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, PAUL BOUCHER, JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE, DENNIS LANGER, ...

all of the city of LOS ANGELES, state of CALIFORNIA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of March, 2012.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: _____
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 5th day of March, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

K D RILEY COMM. EXP. NOTARY PUBLIC 12-05-2013 STATE OF WASHINGTON

By: _____
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and biding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of JUN 26 2012 20_____.

By: _____
David M. Carey, Assistant Secretary

POA - AFCC, LMIC, OCIC, PIC & WAIC
LMS_12873_012012

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE 4/29/2013

DATE (MM/DD/YYYY) 6/26/2012

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

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

PRODUCER
Lockton Insurance Brokers, LLC
725 S. Figueroa Street, 35th Fl.
CA License #0F15767
Los Angeles CA 90017
(213) 689-0065

CONTACT NAME:
PHONE (A/C, No. Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Company A+(XV)	16535
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
1340830 TruGreen LandCare, L.L.C.
9416 Doctor Perry Road
Ijamsville MD 21754

COVERAGES TRULA01 D6 CERTIFICATE NUMBER: 11855056 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC	Y	N	GLO 4783593 01	4/29/2012	4/29/2013	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 10,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	N	N	BAP 4783594 01	4/29/2012	4/29/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		NOT APPLICABLE			WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ XXXXXXX
							E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority, their officers, employees and agents are named as additional insured. This insurance is primary and non contributory in regards to the general liability.

RISK MANAGEMENT
Approved
6-27-12

CERTIFICATE HOLDER

By Date

11855056
City of Moreno Valley
14177 Frederick Street
PO Box 88005
Moreno Valley CA 92552

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Additional Insured - Automatic - Owners, Lessees Or Contractors **ZURICH**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO 4783593 01 ✓	4/29/2012	4/29/2013	4/29/2012			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: TruGreen Landcare, L.L.C.

A. Section II - Who Is An Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.

B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under **Section I - Coverage A - Bodily Injury And Property Damage Liability** and **Section I - Coverage B - Personal And Advertising Injury Liability**, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf,

and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement, performed for the additional insured person or organization.

C. However, regardless of the provisions of Paragraphs **A.** and **B.** above:

1. We will not extend any insurance coverage to any additional insured person or organization:

a. That is not provided to you in this policy; or

b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and

2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:

a. The Limits of Insurance provided to you in this policy; or

b. The Limits of Insurance you are required to provide in the written contract or written agreement.

D. The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

Attachment Code: D464900
Certificate ID: 11855056

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities.

E. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

2. We receive written notice of a claim or "suit" as soon as practicable; and

3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F. For the coverage provided by this endorsement:

1. The following paragraph is added to Paragraph **4.a.** of the Other Insurance Condition of **Section IV - Commercial General Liability Conditions**:

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of **Section IV - Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

All other terms and conditions of this policy remain unchanged.

Attachment Code: D464900
Certificate ID: 11855056

ACORD®

CERTIFICATE OF LIABILITY INSURANCE 4/29/2013

DATE (MM/DD/YYYY) 6/13/2012

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

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PRODUCER
Lockton Insurance Brokers, LLC
725 S. Figueroa Street, 35th Fl.
CA License #0F15767
Los Angeles CA 90017
(213) 689-0065

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1342002 TruGreen LandCare, LLC
9416 Doctor Perry Road
Ijamsville MD 21754

COVERAGES TRULA01 D6 CERTIFICATE NUMBER: 11855056 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC	Y	N	GLO 4783593 01	4/29/2012	4/29/2013	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 10,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC 4783592 01	4/29/2012	4/29/2013	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

RISK MANAGEMENT Approved
M. Alonzo 6-21-12
By Date

CITY OF MORENO VALLEY SPECIAL DISTRICTS 2012 JUN 27 PM 2:40

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority, their officers, employees and agents are named as additional insured. This insurance is primary and non contributory in regards to the general liability.

CERTIFICATE HOLDER

11855056
City of Moreno Valley
14177 Frederick Street
PO Box 88005
Moreno Valley CA 92552

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MV00200420

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

POLICY NUMBER	EFF. DATE OF POLICY	EXP. DATE OF POLICY	EFF. DATE OF ENDT	PRODUCER NO.	ADD'L PREMIUM	RETURN PREMIUM
GLO478359301	4/29/2012	4/29/2013	06/16/2011	75428-000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: TruGreen Landcare, LLC
Address (including ZIP Code): 860 Ridge Lake Boulevard
Memphis, TN 38120

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority, their officers, employees and agents	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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E4

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

4/29/2013

DATE (MM/DD/YYYY) 6/13/2012

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Lockton Insurance Brokers, LLC
725 S. Figueroa Street, 35th Fl.
CA License #0F15767
Los Angeles CA 90017
(213) 689-0065

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company A+ (XV) Y &	16535
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1342002 TruGreen LandCare, LLC
9416 Doctor Perry Road
Ijamsville MD 21754

COVERAGES TRULA01 D6 CERTIFICATE NUMBER: 11855056 REVISION NUMBER: XXXXXXX

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC	Y	N	GLO 4783593 01	4/29/2012	4/29/2013	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 10,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC 4783592 01	4/29/2012	4/29/2013	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

RISK MANAGEMENT
Approved
M. Alonzo 6-21-12
By Date

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority, their officers, employees and agents are named as additional insured. This insurance is primary and non contributory in regards to the general liability.

CITY OF MORENO VALLEY SPECIAL DISTRICTS 2012 JUN 25 PM 2:44

CERTIFICATE HOLDER

11855056
City of Moreno Valley
14177 Frederick Street
PO Box 88005
Moreno Valley CA 92552

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Timothy J. Mann

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MV00200422

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

POLICY NUMBER	EFF. DATE OF POLICY	EXP. DATE OF POLICY	EFF. DATE OF ENDT	PRODUCER NO.	ADD'L PREMIUM	RETURN PREMIUM
GLO478359301	4/29/2012	4/29/2013	06/16/2011	75428-000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: TruGreen Landcare, LLC
Address (including ZIP Code): 860 Ridge Lake Boulevard
Memphis, TN 38120

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority, their officers, employees and agents	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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B. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibit A and Exhibit C

UNIT PRICES (Includes all labor and materials)

1. 1 gal. shrub/vine/ground cover in place	@	$	8.00	ea
2. 5 gal. shrub/vine/ground cover in place	@	$	25.00	ea
3. 5 gal. tree in place (stakes included)	@	$	32.00	ea
4. 15 gal. tree in place (stakes included)	@	$	80.00	ea
5. 24" box tree in place (stakes included)	@	$	275.00	ea
6. 36" box tree in place (guy wires included)	@	$	675.00	ea
7. Flat of ground cover in place	@	$	23.00	ea
8. Planter bed mulch in place	@	$	37.00	/cu. yd
9. Additional labor	@	$	30.00	/man hour
10. Additional Irrigation Technician	@	$	55.00	/man hour

PROPOSER: TRUGREEN LANDCARE
(Company Name)

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

ROUTINE IRRIGATION REPAIR PRICES

1. Irrigation repair parts for routine repairs @ cost plus 15 %

2. Unit prices for Additional Work (additional **FULL SERVICE** landscape areas) per Exhibit C, Section 2.

   A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.015 /sq. ft./mo.

   B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.0089 /sq. ft./mo.

3. Unit prices for Additional Work (additional **REDUCED SERVICE** landscape areas) per Exhibit C, Section 2.

   A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.0075 /sq. ft./mo.

   B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.006 /sq. ft./mo.

4. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: TRUGREEN LANDCARE
(Company Name)

MINUTES - REGULAR MEETING OF APRIL 23, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

MINUTES - REGULAR MEETING OF APRIL 23, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: May 14, 2013

TITLE: A PUBLIC HEARING FOR A GENERAL PLAN AMENDMENT (PA12-0030) FROM RESIDENTIAL 10 (R10), RESIDENTIAL SINGLE FAMILY 10 (RS10) AND RESIDENTIAL 15 (R15) TO RESIDENTIAL 5 (R5), AND TO MODIFY THE CIRCULATION ELEMENT; A CHANGE OF ZONE (PA12-0029) FROM R10, RS10 AND R15 TO R5; A TENTATIVE TRACT MAP 36436 (PA12-0005) TO SUBDIVIDE 43.52 ACRES INTO 159 SINGLE FAMILY RESIDENTIAL LOTS; A CONDITIONAL USE PERMIT (PA12-0004) FOR A PLANNED UNIT DEVELOPMENT; AND A VARIANCE (P12-129) FOR AN INCREASE IN RETAINING WALL HEIGHT ON THE PROPERTY LINES. THE APPLICANT IS CV –COMMUNITIES

RECOMMENDED ACTION

Recommendations: That the City Council:

1. ADOPT a Mitigated Negative Declaration for application PA12-0030 (General Plan Amendment), PA12-0029 Change of Zone, PA12-0005 Tentative Tract Map and PA12-0004 Conditional Use Permit.

2. INTRODUCE Ordinance No. 2013-867 approving PA12-0029 Change of Zone from Residential 10 (R10), Residential Single Family 10 (RS10), Residential 15 (R15) to Residential 5 (R5).

3. ADOPT Resolution No. 2013-29 approving General Plan Amendment PA12-0030 from Residential 10 (R10), Residential Single Family 10 (RS10), Residential 15 (R15) to Residential 5 (R5) and modifying the circulation element thereby establishing General Plan Land Use Map designations for the properties as described in the Resolution, and the revised General Plan Map.

4. ADOPT Resolution No. 2013-30 approving PA12-0005 Tentative Tract Map 36436 to subdivide 43.52 acres into 159 single family residential lots, PA12-0004 a Conditional Use Permit for the Planned Unit Development and P12-129 a Variance subject to the attached Conditions of Approval.

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Planning Commission, at its February 28, 2013 meeting recommended by a 5-0 vote with one absent, that the City Council adopt a Mitigated Negative Declaration for the project and approve the project as presented.

BACKGROUND

The project area has current General Plan and Zoning designations for multi-family and small lot single family residential development. The proposed General Plan and Zoning amendments will provide for single family residential development with a new General Plan and Zoning designation of R5 (Residential up to 5 units per acre). The northerly portion of the project site on both sides of the channel is an approved tentative tract map for 57 single family lots. The proposed project would change the existing zoning on the site and supersede the approved tract including the following actions:

General Plan Amendment

The project includes a General Plan Amendment to modify the Land Use and Circulation Elements. The proposed tract eliminates the connection of Quincy Street to Brodiaea Avenue, a collector road in the General Plan between Brodiaea Avenue and Cactus Avenue. The Public Works-Transportation Engineering Division has reviewed the proposal and determined the elimination of the direct connection of these two streets will not have an impact on the surrounding area or the proposed project. Pedestrian and bicycle access between the two streets would be provided along the Quincy Street alignment by an adjacent multi-use trail, while vehicular access would be provided by Quincy to Cactus and adjacent tract streets to Brodeaia. The project will be conditioned to name street “A” Quincy as the street name is of historical value as one of the original streets in the Valley dating back to 1891 of the Bear Valley Map.

The existing land use includes Residential single family 10 (RS10) with a maximum density of 10 units per acre, Residential 10 (R10) with a maximum density of 10 units per acre and Residential 15 (R15) multi-family with a maximum density of 15 units per acre. The proposed General Plan Amendment includes the land use change to Residential 5 (R5) which is the closest designation to the project design and density (5 units per acre) and is consistent with the surrounding residential area.

Change of Zone

The proposed project includes a request for a Change of Zone. The current zoning is RS10, R10 and R15 which allows for small lots and multi-family projects. The proposed Change of Zone requests a Residential 5 (R5) zone to provide for single family residential lots larger than the existing zoning allows. The R5 zoning provides the closest density to the proposed development and is consistent with the existing adjacent single family developments.

Tentative Tract Map 36436

The Tentative Tract Map will subdivide 43.52 net acres into 159 residential lots. The lots will range from 6,000 square feet to 15,298 square feet with a proposed density of 4.41 units per gross acre. The Tentative Map will include a multi-use trail extending along Brodiaea Avenue and south to Cactus Avenue adjacent to the Quincy Channel. The Quincy Channel will remain in the same location.

The design of the tract includes 45 lots on the west side of the channel with the remaining 114 on the east side of the channel. Two water quality basins will be constructed one on each side of the channel.

The maximum density of the R5 is five (5) units per acre. The proposed tract has a density of 4.41 units per gross acre, well below the R5 maximum.

Conditional Use Permit for a Planned Unit Development

The proposed project includes a Conditional Use Permit for a Planned Unit Development (PUD). The purpose of the PUD is to provide specific development guidelines for this project. A PUD provides for greater innovation in housing development including a variation in lot sizes and amenities not found in standard housing tracts.

The proposed PUD provides guidelines for multiple architectural styles of housing. The proposed design standards meet or exceed City-wide standards in the Municipal Code. All development within the tract is required to meet the standards as stated in the PUD including plotting, setbacks and four sided architecture. The PUD will require a pedestrian oriented environment. The multi-use trail along the Quincy Channel will include exercise equipment with parking provided along the trail to encourage usage. Enhanced landscaping and a multi-use trail are provided on Brodiaea Avenue. Entry monuments will be provided at lots 33 and 158 along Cactus Avenue to include decorative stone pilasters, a stone seatwall, arbors and enhanced landscaping.

Variance

A Variance is proposed to allow for an increase in the retaining wall height on the south east and west portion of the project. The City's Municipal Code allows for a maximum

of 3 feet in height for a retaining wall along a property line. The applicant was unsuccessful in obtaining an approval for off-site grading from the adjacent property owner. The provision of on-site rear yard slopes would result in a reduction in usable rear yard area and privacy. Development of the adjacent site will likely require higher grades to drain that property, with a future developed condition with little or no visible retaining wall.

DISCUSSION

A Planning Commission public hearing for the project was conducted on February 28, 2013 including considering actions for 1) General Plan Amendment, 2) Change of Zone, 3) Tentative Tract Map 36436, 4) Conditional Use Permit and 5) a Variance. The Commission had several questions regarding the water quality basins and the existing and future impacts to the Quincy Channel relating to the potential for flooding. Based on the design of the project, the proposed modifications will assist in the capacity the channel will handle.

There were no public comments regarding the proposed project, General Plan Amendment, Change of Zone, Tentative Tract Map or Variance.

The Planning Commission made no changes to draft project conditions of approval as presented to them. The Planning Commission recommended approval of the project.

ENVIRONMENTAL

The project site is a 43.52 acre site located on the on the south side of Brodiaea Avenue to Cactus Avenue on both the east and west sides of the Quincy Channel The proposed Plot Plan with the approval of the General Plan Amendment and the Change of Zone will be consistent with the General Plan and the zoning for the site.

The environmental impacts of the proposed change have been considered as part of the review of the project and have been determined to be less than significant with mitigation. The mitigation includes compliance with South Coast Air Quality Management District's Rule 403 to reduce construction and grading emissions and dust, a pre-construction Burrowing Owl Survey as required by the Western Riverside Multi-Species Conservation Plan, coordination and permitting from the California Department of Fish and Wildlife (CDFG), Army Corp of Engineers and, Regional Water Quality Board, pursuant to State and Federal regulations and grading monitoring coordination with the Pechanga Indian Tribe pursuant to SB18 tribal consultation.

The Initial Study completed for the project was sent to Regional Water Quality Control Board, CDFG, the local Indian Tribes per SB18 list from the Native American Heritage Commission and with and the State of California Office of Planning Research in accordance with the California Environmental Quality Act.

The project site contains a portion of the Quincy Channel, portions which are within the jurisdiction of the Corps, CDFG and Regional Board. The impacts to jurisdictional waters will require a CWA Section 404 permit from the Corps, a CWA Section 401 Water Quality Certification and/or Section 13260 Report of Waste Discharge from the Regional Board, and a Fish and Game Code Section 1602 Streambed Alteration Agreement from CDFG. The project shall mitigate permanent impacts to jurisdictional waters with Mitigation Measures. The project will not result in significant indirect impacts to special-status biological resources. The project site is not located adjacent to the MSHCP Conservation Area and therefore the project is not required to implement measures pursuant to the MSHCP Urban Wildland Interface Guidelines. The project will pay mitigation fees required by the MSHCP. Because the project is consistent with the MSHCP and with mitigation measures to be implemented, the cumulative impacts attributed to the project would be reduced to below a level of significance.

A preliminary Water Quality Management Plan (WQMP) was reviewed by the City's Land Development Division. The plan reviewed on-site drainage and has incorporated post construction best management practices (BMPs) into the site plan. Two water quality basins are included in the design of the project. A final WQMP is required to be submitted and approved prior to the approval of any grading plans.

A Biological Assessment for the property was prepared on November 6, 2012 by Glenn Lukos Associates, Inc. The project site contains suitable habitat with the potential to support burrowing owls, including ground squirrel burrows. However, no burrowing owls or diagnostic owl sign were detected during focused surveys and the 30-day pre-construction will be required prior to grading.

ALTERNATIVES

1. The City Council could approve the project.

2. The City Council could deny the project. If denial of the project is chosen, it is recommended that the item be continued in order to complete the necessary resolution and findings for a denial.

3. The City Council could modify the project as presented.

4. The City Council could refer the project back to the Planning Commission with direction.

SUMMARY

The applicant, CV Communities, LLC., has submitted an application for a Tentative Tract Map 36436 to subdivide 43.52 acres into 159 single family residential lots. The application includes a Conditional Use Permit for a Planned Unit Development, a Variance for higher retaining walls due to the change in grade from the adjacent parcel to the east, a Change of Zone modifying the zoning from Residential single family 10 (RS10), Residential 10 (R10) and Residential 15 (R15) multi-family to Residential 5 (R5)

with lots ranging from 6,000 to 15,298 square feet and a General Plan Amendment to remove Quincy Street from the circulation element of the General Plan and provide a General Plan designation of Residential 5.

NOTIFICATION

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also posted on the project site and published in the local newspaper.

ATTACHMENTS

1. Public Hearing Notice
2. Proposed Ordinance
3. Proposed Resolution
4. Proposed Resolution
5. Planning Commission Staff Report dated February 28, 2013
6. Planning Commission Minutes for Item #1 from February 28, 2013 meeting
7. Initial Study
8. Project Plans
9. Planned Unit Development Guidelines
10. Proposed Mitigation Monitoring Plan

Prepared By:
Julia Descoteaux
Associate Planner

Department Head Approval:
Barry Foster
Community & Economic
Development Director

Concurred By:
John Terell
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Attachment 1

Notice of PUBLIC HEARING

This may affect your property. Please read.

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Moreno Valley on the following item(s):

CASES : **PA12-0004 (Conditional Use Permit PUD)**
PA12-0005 (Tentative Tract Map for PUD)
PA12-0029 (Change of Zone)
PA12-0030 (General Plan Amendment)
P12-129 (Variance)

APPLICANT/OWNER: CV Communities

REPRESENTATIVE: Ryan Thomas

LOCATION: South of Brodiaea to Cactus & east and west of the Quincy Channel (478-100-034, 478-090-007, 478-090-036, 478-100-010, 478-100-009)

PROPOSAL: Tentative Tract Map 36436, a Conditional Use Permit, a Variance, a Change of Zone and a General Plan Amendment subdividing 43.52 acres into 159 single family residential lots within a Planned Unit Development, modifying the zoning from Residential single family 10 (RS10), Residential 10 (R10) and Residential 15 (R15) multi-family to Residential 5 (R5) with lots ranging from 6,000 to 15,298 square feet and the General Plan amendment to be consistent with the proposed development and the surrounding area and a Variance proposed for higher retaining walls due to the change in grade from the adjacent parcels to the east and west.

ENVIRONMENTAL DETERMINATION: The project does not have the potential for any significant impacts on the environment. Therefore, the adoption of a Mitigated Negative Declaration is recommended.

COUNCIL DISTRICT: No. 3

STAFF RECOMMENDATION: Approval

Any person interested in any listed proposal can contact the Community & Economic Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday), or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The City Council, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing.

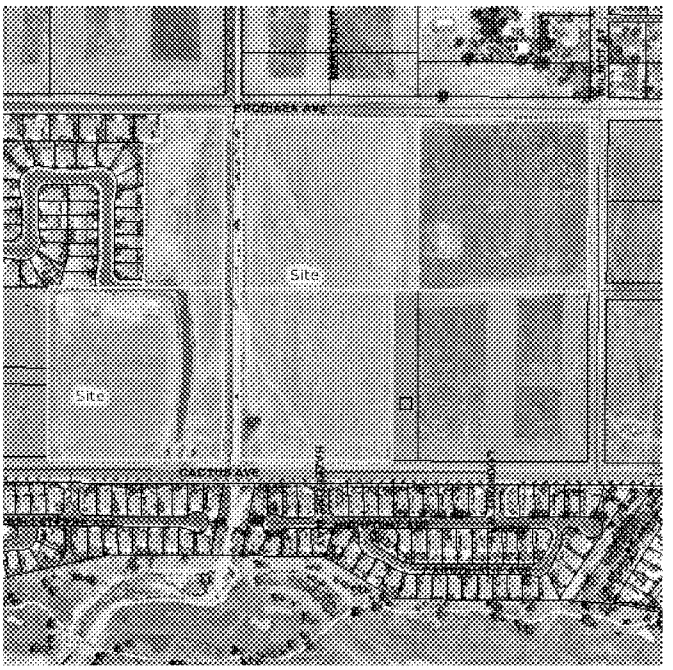

LOCATION **N↑**

CITY COUNCIL HEARING

City Council Chamber, City Hall
14177 Frederick Street
Moreno Valley, Calif. 92553

DATE AND TIME: May 14, 2013 at 6:00 PM
CONTACT PLANNER: Julia Descoteaux

PHONE: (951) 413-3209

ORDINANCE NO. 867

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA12-0029 (ZONE CHANGE) TO CHANGE THE LAND USE DISTRICT FOR APPROXIMATELY 43.52 ACRES FROM RESIDENTIAL 10 (R10), RESIDENTIAL SINGLE FAMILY (RS10), AND RESIDENTIAL 15 (R15) TO RESIDENTIAL 5 (R5) FOR ASSESSORS PARCEL NUMBERS 478-100-034, 478-090-007, 478-090-036, 478-100-010, 478-100-009.

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1.

1.1 Pursuant to the provision of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 Page 101 of the City of Moreno Valley Official Zoning Atlas shall be modified to reflect the Zone Change (PA12-0029).

1.4 An Initial Study has been completed for PA12-0029 (Zone Change). Based upon the Initial Study, a determination has been made that, as designed and conditioned, this project will not result in the potential for significant impacts to the environment. Therefore, adoption of a Mitigated Negative Declaration is appropriate.

SECTION 2. Findings

2.1 With respect to the proposed change to page 101 of the City of Moreno Valley Official Zoning Atlas, and based upon substantial evidence presented to the City Council during the public hearing on May 14, 2013, including written and oral staff reports, and the record from the public hearing, the City Council hereby specifically finds as follows:

1. **Conformance with General Plan Policies –** The proposed amendment is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The project includes a Change of Zone from R10, RS10 and R15 to R5. The proposed Change of Zone to R5 is consistent and compatible with the surrounding area and with the goals and objectives of the City's General Plan. The current General Plan designation is Residential 10 and 15. The proposed General Plan

Amendment will modify the existing land use to R5 providing consistency with the proposed zoning.

The multi-family area eliminated with this modification has no impact on the compliance with the Housing Element since this multi-family is not counted towards meeting the affordable housing capacity goal.

There will still be sufficient multi-family zoning within the vicinity of the project.

2. **Conformance with the Zoning Regulations** – The proposed zoning is consistent with the purposes and intent of Title 9 of the City of Moreno Valley Municipal Code.

   FACT: The current zoning includes R10, RS10 and R15 which allows for single and multi-family development. The proposed R5 zoning will provide for a variation in lot sizes, is compatible with the proposed zoning and consistent with the surrounding area which includes developed single family residential.

3. **Health, Safety and Welfare** – The proposal will not be detrimental to the public health, safety or welfare.

   FACT: The proposed Change of Zone will not adversely affect the public health, safety or general welfare. Based on the initial study, it was determined that the project will not result in significant environmental impacts and therefore adoption of a Mitigated Negative Declaration is recommended.

4. Conformance with Title 9 – The proposed amendment to change the zoning atlas is consistent with the purposes and intent of Title 9.

   FACT: The applicant has bet the City's Municipal Code and other regulations to change the zone. As proposed, the zone change from Residential 10, Residential Single Family 10 and Residential15 to Residential 5 and intent of Title 9.

SECTION 3. Zone Change

3.1 Based on the findings contained in Section 2 of this Ordinance, the City Council hereby adopts a Zone Change to change the zoning districts from Residential 10, Residential Single Family 10 and Residential 15 to Resdential 5 for the approximately 43.52 acres located between Brodiaea Avenue and Cactus Avenue on both sides of the Quincy Channel, subject to the revised zoning designation depicted in the attached Exhibit A.

SECTION 4. EFFECT OF ENACTMENT:

4.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5. NOTICE OF ADOPTION:

5.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6. EFFECTIVE DATE:

6.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 28th day of May, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 867 had its first reading on May 14, 2013 and had its second reading on May 28, 2013, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 28th day of May, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Exhibit A

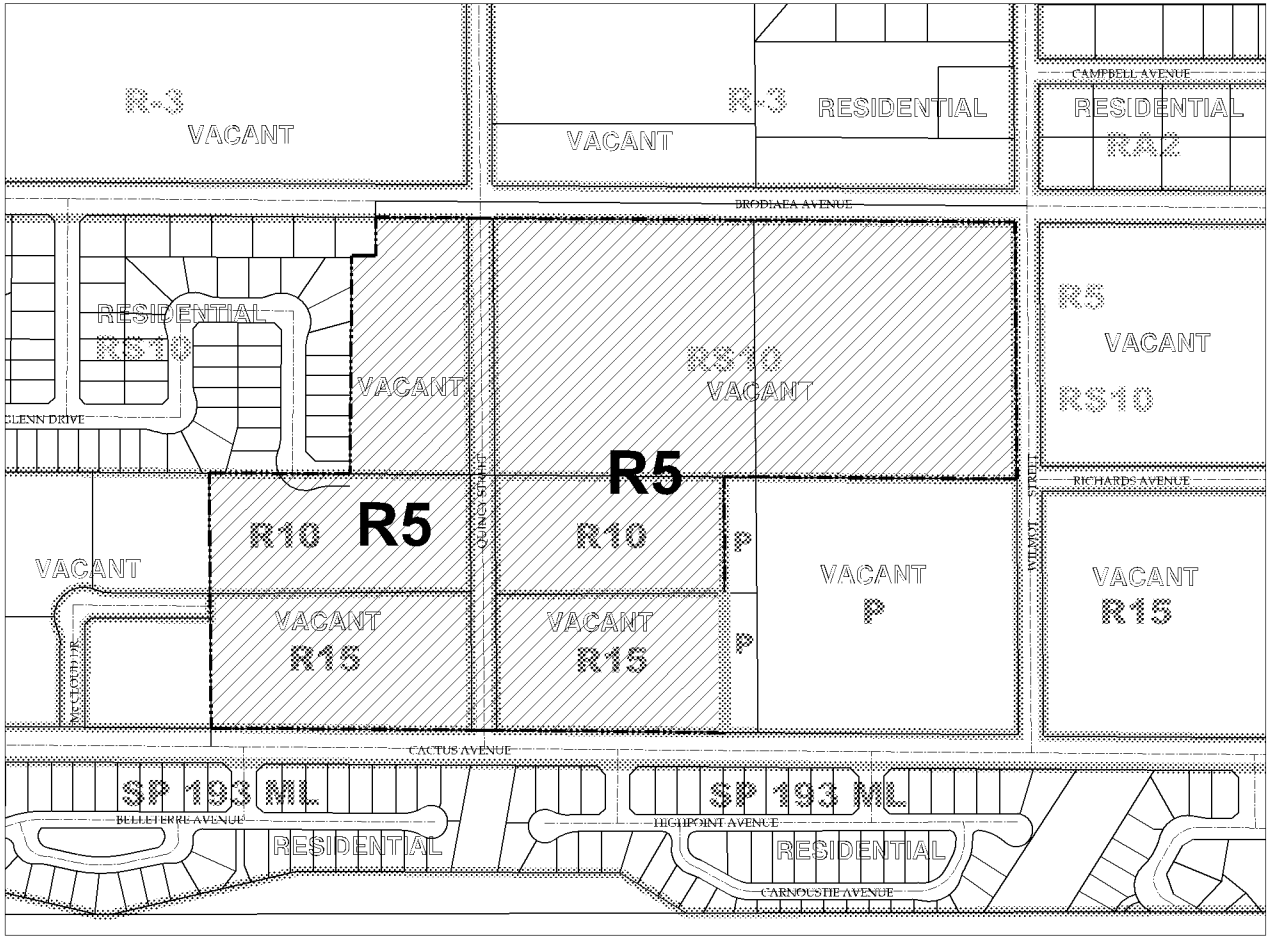

GENERAL NOTES

ASSESSORS PARCEL NUMBERS:
478090007, 478090036, 478100009, 478100010, 478100034

GROSS ACREAGE: 43.52 AC
NET ACREAGE: 36.03 AC

GROSS DENSITY: 3.65 UNITS PER ACRE
NET DENSITY: 4.41 UNITS PER ACRE

R-5 ZONING MAXIMUM: 43.52 * 5 DU/AC = 218 UNITS
R-5 ZONING MAXIMUM (NET DENSITY): 36.03 * 5 DU/AC = 180 UNITS

ZONING LEGEND

RA2	RESIDENTIAL AGRICULTURE: MAX 2DU/AC
R3	RESIDENTIAL: MAX 3 DU/AC
R5	RESIDENTIAL SINGLE FAMILY: MAX 5 DU/AC
R10	MULTI-FAMILY
RS10	RESIDENTIAL SINGLE FAMILY: MAX 10 DU/AC
SP193ML	MEDIUM LOW DENSITY RESIDENTIAL
P	PUBLIC

SYMBOL LEGEND

CURRENT ZONE	RS10
EXISTING USE	VACANT
SITE BOUNDARY	
PROPOSED ZONE	R5

VICINITY MAP

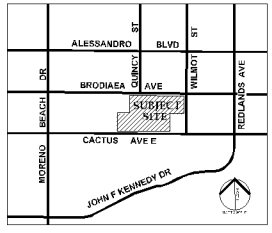

OWNER:
CV COMMUNITIES, LLC
1900 QUAIL STREET
NEWPORT BEACH, CA 92660
(909) 376 5522

APPLICANT:
CV COMMUNITIES, LLC
1900 QUAIL STREET
NEWPORT BEACH, CA 92660
(909) 376 5522

PREPARED BY:
ROMIE PLANNING
1360 REYNOLDS AVE, SUITE 110
IRVINE, CA 92614
(949) 855 6370

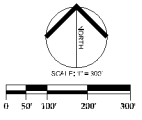

CHANGE OF ZONE
TRACT 36436
City of Moreno Valley

Ordinance No. 867
Date Adopted: May 28, 2013

CV COMMUNITIES
APRIL 11, 2013

MV00200440

RESOLUTION NO. 2013-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA12-0030, A GENERAL PLAN AMENDMENT TO CHANGE THE LAND USE OF 43.52 ACRES FROM RESIDENTIAL 10 (R10), RESIDENTIAL SINGLE FAMILY 10 (RS10) AND RESIDENTIAL 15 (R15) TO RESIDENTIAL 5 (R5) AND MODIFY THE CIRCULATION ELEMENT TO ELIMINATE THE CONNECTION OF QUINCY STREET FROM BRODIAEA AVENUE TO CACTUS AVENUE LOCATED SOUTH OF BRODIAEA TO CACTUS & EAST AND WEST OF THE QUINCY CHANNEL ASSESSOR PARCEL NUMBERS 478-100-034, 478-090-007, 478-090-036, 478-100-010, 478-100-009.

WHEREAS, the applicant, CV Communities, has filed an application for a General Plan Amendment as described in the title of this resolution; and

WHEREAS, the environmental assessment, including and Environmental Initial Study, has been prepared to address the environmental impacts associated with application PA12-0030, as described above and a Mitigated Negative Declaration has been adopted pursuant to the California Environmental Quality Act (CEQA), as there is no evidence that the proposed General Plan Amendment will have a significant effect on public health or be materially injurious to surrounding properties or the environment as a whole; and

WHEREAS, on February 28, 2013, the Planning Commission of the City of Moreno Valley held a meeting to consider a General Plan Amendment (PA12-0030). At said meeting, the Planning Commission recommended approval of General Plan Amendment PA12-0030 to the City Council; and

WHEREAS, on May 14, 2013 the City Council of the City of Moreno Valley held a public hearing to consider the subject General Plan Amendment;

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred;

WHERAS, all of the facts set forth in this Resolution are true and correct.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Based upon substantial evidence presented during the above-referenced public hearing, including written and oral staff reports, and the record from the public hearing, the City Council herby finds that:

1. Conformance with General Plan Policies – The proposed general plan amendment is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The proposed General Plan Amendment will modify the existing land use designations for a portion of the project site to R5 to be consistent with the balance of the site and the proposed project zoning. The Amendment will also modify the Circulation Element eliminating the residential collector designation for Quincy Street from Brodiaea Avenue to Cactus Avenue. The proposed amendment will not have a significant impact on the surrounding area or the circulation of the new tract. The revision to the Circulation Element is supported by a traffic analysis approved by the City Transportation Engineer.

   The multi-family area eliminated with this modification has no impact on the compliance with the Housing Element since this multi-family is not counted towards meeting the affordable housing capacity goal.

   There will still be sufficient multi-family zoning within the vicinity of the project.

2. Health, Safety and Welfare – The proposed general plan amendment will not be detrimental to the public health, safety or welfare.

   FACT: The proposed General Plan Amendment will not adversely affect the public health, safety or general welfare. Based on the initial study, it was determined that the project will not result in significant environmental impacts and therefore adoption of a Mitigated Negative Declaration is recommended.

BE IT FURTHER RESOLVED that the City Council of the City of Moreno Valley HERBY APPROVES Resolution No. 2013-29 approving PA12-0030, thereby establishing General Plan Land Use and modification of the Circulation Element as described in the Resolution, and the revised General Plan map attached to the Resolution as Exhibit A.

APPROVED AND ADOPTED this 14th day of May, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00200443

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-29 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 14th day of May, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Exhibit A

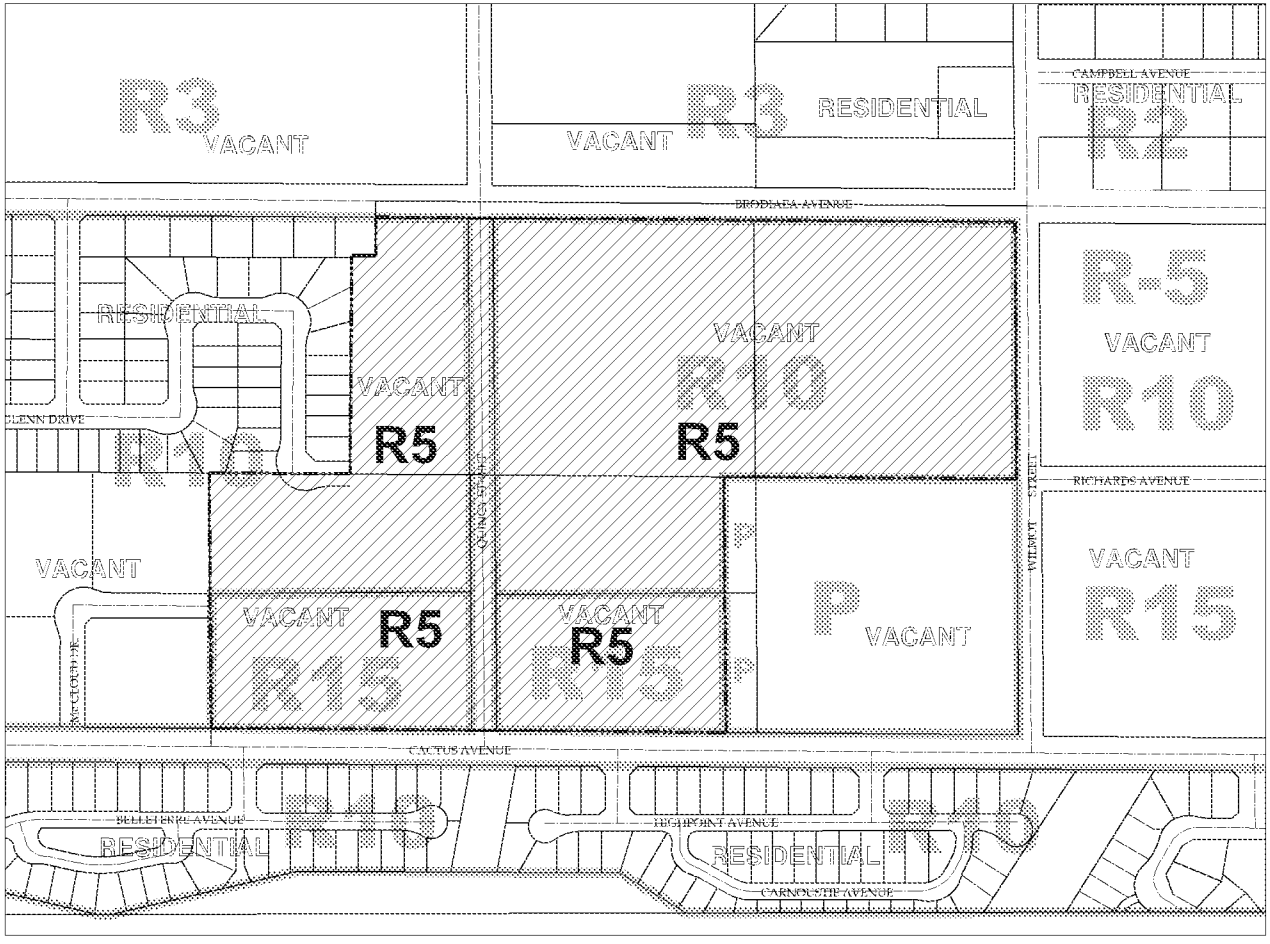

GENERAL NOTES

ASSESSORS PARCEL NUMBERS:
478090007, 478090036, 478100009, 478100010, 478100034

GROSS ACREAGE: 43.52 AC
NET ACREAGE: 36.03 AC

GROSS DENSITY: 3.65 UNITS PER ACRE
NET DENSITY: 4.41 UNITS PER ACRE

R-5 ZONING MAXIMUM: 43.52 * 5 DU/AC = 218 UNITS
R-5 ZONING MAXIMUM (NET DENSITY): 36.03 * 5 DU/AC = 180 UNITS

LAND USE LEGEND

R2	RESIDENTIAL MAX: 2DU/AC
R3	RESIDENTIAL MAX: 3 DU/AC
R5	RESIDENTIAL MAX: 5 DU/AC
R10	RESIDENTIAL MAX: 10 DU/AC
R15	RESIDENTIAL MAX: 15 DU/AC
P	PUBLIC FACILITIES

SYMBOL LEGEND

EXISTING DESIGNATION R15

EXISTING USE RESIDENTIAL

SITE BOUNDARY

PROPOSED DESIGNATION R5

VICINITY MAP

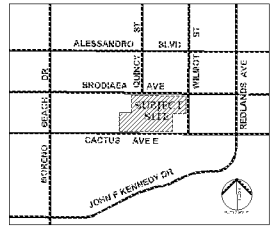

OWNER:
CV COMMUNITIES, LLC
1900 QUAIL STREET
NEWPORT BEACH, CA 92660
(909) 376 5522

APPLICANT:
CV COMMUNITIES, LLC
1900 QUAIL STREET
NEWPORT BEACH, CA 92660
(909) 376 5522

PREPARED BY:
ROMIE PLANNING
1360 REYNOLDS AVE, SUITE 110
IRVINE, CA 92614
(949) 855 6370

GENERAL PLAN AMENDMENT
TRACT 36436
City of Moreno Valley

CV COMMUNITIES
APRIL 11, 2013

MV00200445

RESOLUTION NO. 2013-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA12-0005 TENTATIVE TRACT MAP 36436, PA12-0004 A CONDITIONAL USE PERMIT AND P12-129 A VARIANCE LOCATED SOUTH OF BRODIAEA TO CACTUS & EAST AND WEST OF THE QUINCY CHANNEL ASSESSOR PARCEL NUMBERS 478-100-034, 478-090-007, 478-090-036, 478-100-010, 478-100-009.

WHEREAS, the applicant, CV Communities, has filed an application for a Tentative Tract Map as described in the title of this resolution; and

WHEREAS, there is hereby imposed on the associated development projects certain fees, dedications, reservation and other exactions pursuant to state law and City ordinances;

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that the associated development projects are subject to certain fees, dedications reservations and other exactions as provided herein;

WHEREAS, the environmental assessment, including and Environmental Initial Study, has been prepared to address the environmental impacts associated with applications PA12-0004, PA12-0005 and P12-129 as described above and a Mitigated Negative Declaration has been adopted pursuant to the California Environmental Quality Act (CEQA), as there is no evidence that the proposed Tentative Tract Map, Conditional Use Permit and Variance will have a significant effect on public health or be materially injurious to surrounding properties or the environment as a whole; and

WHEREAS, on February 28, 2013, the Planning Commission of the City of Moreno Valley held a meeting to consider a Tentative Tract Map (PA12-0005) to the City Council; and

WHEREAS, on May 14, 2013 the City Council of the City of Moreno Valley held a public hearing to consider the subject Tentative Tract Map, Conditional Use Permit and Variance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Based upon substantial evidence presented during the above-referenced public hearing, including written and oral staff reports, and the record from the public hearing, the City Council herby finds that:

Section 1

1. That the proposed land division is consistent with applicable general and specific plans;

   FACT: Tentative Tract Map 36436 will subdivide 43.52 acres into 159 single family residential lots. The project as proposed is consistent with the City's General Plan. With the approval of the General Plan Amendment and Change of Zone, the project will be consistent with the proposed zoning and the General Plan The proposed density of 3.65 units per acre is well under the maximum of 5 permitted in the R5 land use district. The project is not within a Specific Plan.

2. That the site of the proposed land division is physically suitable for the type of development;

   FACT: The site has mostly level topography with no serious hazardous conditions noted. The proposal is to protect the Quincy Channel with development occurring outside of the banks of the channel and any alterations required of the Channel consistent with the City and required State agencies. Overall, the project site is well suited to single-family residential development with a prior tentative tract map approved for a portion of the site.

3. That the design of the proposed land division or the proposed improvements are not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat;

   FACT: The site is vacant and gently sloping with no serious physical constraints and is physically suitable for the proposed density. The project is comprised of 159 single family lots in the R5 zone which will have lots from 6,000 square feet to 15,298 square feet with development standards as stated in the Planned Unit Development requirements submitted in conjunction with the proposed map. The project as planned and conditioned is consistent with the surrounding development.

   The project site is comprised of 43.52 acres located on the south side of Brodiaea Avenue and on the west side of Quincy Street and the east side of Quincy Channel south to Cactus Avenue. The channel will be improved in accordance with the District's Master

Drainage Plan. The entire channel at this location will be permanently disturbed in association with expansion and reconfiguration improvements to the Quincy Channel. The following agency jurisdictions have the potential to be impacted, Regional Control Board, Army Corp of Engineers and California Department of Fish and Game. The project will be conditioned to coordinate with the above agencies prior to any disturbance of the site.

The project site is located in an area that the Riverside County Integrated Plan (RCIP) has identified as having the potential for burrowing owl habitat. A Biological report was completed for the project stated the site contains suitable habitat with the potential to support burrowing owls. However, no burrowing owls, or any indication of past owls were detected on the site. A 30-day pre-construction survey will be required prior to any grading on the site.

4. That the design of the proposed land division or the type of improvements are unlikely to cause serious public health problems:

FACT: As conditioned, the proposed land division would not cause serious public health problems. The Eastern Municipal Water District will provide water and sewer services to the subdivision. There are no known hazardous conditions associated with the property, the design of the land division or the type of improvements.

5. That the design of the land division or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision:

FACT: The proposed tentative parcel map will not adversely affect the public health, safety or general welfare. Based on the initial study, it was determined that the project will not result in significant environmental impacts and therefore adoption of Mitigated Negative Declaration is recommended.

6. That the design of the land division provides, to the extent feasible, for future passive or natural heating and cooling opportunities in the subdivision; and

FACT: The size, configuration and orientation of most of the lots in this land division allow solar access for passive heating. All lots

provide opportunities for placement of shade trees and other vegetation for cooling.

7. That the effect of the proposed land division on the housing needs of the region were considered and balanced against the public service needs of the residents of Moreno Valley and available fiscal and environmental resources.

FACT: The land division will allow development of 159 housing units near the maximum density allowed, thereby maximizing the housing potential of the subject site. The project will supplement the City's fiscal resources by paying impact fees for public facilities. Additionally, future residents will pay Community Services District fees, property tax, sales tax and other taxes and fees that will be used to provide landscape maintenance as well as police, fire and other public services.

Section 2

WHEREAS, the applicant, CV Communities, has filed an application for a Conditional Use Permit as described in the title of this resolution; and

WHEREAS, there is hereby imposed on the associated development projects certain fees, dedications, reservation and other exactions pursuant to state law and City ordinances;

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that the associated development projects are subject to certain fees, dedications reservations and other exactions as provided herein;

WHEREAS, the environmental assessment, including and Environmental Initial Study, has been prepared to address the environmental impacts associated with applications PA12-0004, PA12-0005 and P12-129 as described above and a Mitigated Negative Declaration has been adopted pursuant to the California Environmental Quality Act (CEQA), as there is no evidence that the proposed Tentative Tract Map, Conditional Use Permit and Variance will have a significant effect on public health or be materially injurious to surrounding properties or the environment as a whole; and

WHEREAS, on February 28, 2013, the Planning Commission of the City of Moreno Valley held a meeting to consider a Conditional Use Permit (PA12-0004) to the City Council; and

WHEREAS, on May 14, 2013 the City Council of the City of Moreno Valley held a public hearing to consider the subject, Conditional Use Permit.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Based upon substantial evidence presented during the above-referenced public hearing, including written and oral staff reports, and the record from the public hearing, the City Council herby finds that:

1. **Conformance with General Plan Policies –** The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: Pursuant to the approval of the proposed General Plan Amendment, the proposed Conditional Use Permit for a Planned Unit Development is consistent with the General Plan which encourages innovation in single family residential development.

2. **Conformance with Zoning Regulations –** The proposed use complies with all applicable zoning and other regulations.

   FACT: Pursuant to the approval of the proposed Change of Zone, the proposed Conditional Use Permit for a Planned Unit Development is consistent with the City's zoning regulations.

3. **Health, Safety and Welfare –** The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

   FACT: The proposed project would not be detrimental to the public health safety or welfare. An initial study of the potential environmental impacts associated with the project has been conducted in accordance with the provisions of the California Environmental Quality Act (CEQA. Based on the initial study, it was determined that the project will not result in significant environmental impacts and therefore adoption of a Mitigated Negative Declaration is recommended.

4. **Location, Design and Operation –** The location, design and operation of the proposed project will be compatible with existing and planned land uses in the vicinity.

   FACT: The Planned Unit Development includes 159 single family lots which will be consistent with the existing residential

properties to the east, west and south. Properties to the north are zoned with R3 which allows for larger single family lots. The street width of Brodiaea Avenue and the multi-use trail along the south side of Brodiaea provides for a large buffer between the two zoning designations.

The tract will enter from Cactus Avenue and will include entry monuments and a multi-use trail along the Quincy Channel with exercise equipment stations along the trail and parking adjacent to the trail on Quincy Avenue.

Section 3

WHEREAS, the applicant, CV Communities, has filed an application for a Variance (P12-129) as described in the title of this resolution;

WHEREAS, there is hereby imposed on the associated development projects certain fees, dedications, reservation and other exactions pursuant to state law and City ordinances;

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that the associated development projects are subject to certain fees, dedications reservations and other exactions as provided herein;

WHEREAS, the environmental assessment, including and Environmental Initial Study, has been prepared to address the environmental impacts associated with applications PA12-0004, PA12-0005 and P12-129 as described above and a Mitigated Negative Declaration has been adopted pursuant to the California Environmental Quality Act (CEQA), as there is no evidence that the proposed Tentative Tract Map, Conditional Use Permit and Variance will have a significant effect on public health or be materially injurious to surrounding properties or the environment as a whole; and

WHEREAS, on February 28, 2013, the Planning Commission of the City of Moreno Valley held a meeting to consider a Conditional Use Permit (PA12-0004) to the City Council; and

WHEREAS, on May 14, 2013 the City Council of the City of Moreno Valley held a public hearing to consider the subject Variance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Based upon substantial evidence presented during the above-referenced public hearing, including written and oral staff reports, and the record from the public hearing, the City Council herby finds that:

1. That strict or literal interpretation and enforcement of the specified regulation would result in practical difficulty or unnecessary hardship not otherwise shared by others within the surrounding area or vicinity;

   FACT: That strict or literal interpretation and enforcement of the specified regulation would result in practical difficulty or unnecessary hardship for the property owner. Section 9.08.070 2i states that retaining walls on the property line shall not exceed three feet in height. The affected area is the south, west and east portions of the site adjacent to the property lines where the difference in grade from the adjacent properties would require the height of the retaining wall to exceed the City standard of 3 feet maximum on the property line. The applicant discussions with the adjacent property owner for permission to grade off-site which would have reduced the height of the wall were unsuccessful.

2. That there are exceptional or extraordinary circumstances or conditions applicable to the property involved or to the intended use of the property which do not apply generally to other properties in the vicinity and under the same zoning classification;

   FACT: The difference in grade from the adjacent property will require a retaining wall due to the inability to obtain permission to perform off-site grading.

3. That strict or literal interpretation and enforcement of the specified regulation would deprive the applicant of privileges enjoyed by the owners of other properties in the vicinity and under the same zoning classification;

   FACT: The strict or literal interpretation and enforcement of the specified regulation would deprive the applicant of privileges enjoyed by the owners of other properties in the vicinity. The project meets the zoning (with the approval of the included Change of Zone and General Plan Amendment) requirement which allows the residential uses. Properties to the north, south, east and west are have similar and compatible single family zoning designation both developed and undeveloped.

4. That the granting of the variance will not constitute a grant of special privilege inconsistent with the limitations on the other properties in the vicinity and under the same zoning classification;

FACT: The granting of the variance will not constitute a grant of special privilege inconsistent with the limitations on the other properties in the vicinity and under the same zoning classification.

5. That the granting of the variance will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity;

   FACT: As proposed, the variance would not cause serious public health problems, safety or welfare, or materially injury to properties or improvements in the vicinity. There are no known hazardous conditions associated with the property, the design of the land division or type of improvements. The proposed residential project will not will not result in significant environmental impacts and therefore adoption of Mitigated Negative Declaration is recommended.

6. That the granting of a variance is consistent with the objectives and policies of the general plan and the intent of this title;

   FACT: The proposed variance is consistent with the General Plan and the standards of the General Plan. The granting of a variance would be consistent with the objectives and policies of the project site's residential general plan and zoning designation. The granting of a variance would allow the project to construct the required perimeter walls as required along the perimeter of the tract.

BE IT FURTHER RESOLVED that the City Council of the City of Moreno Valley HERBY APPROVES Resolution No. 2013-XX approving PA12-0005 Tentative Tract Map 36436, PA12-0004 Conditional Use Permit and P12-129 Variance subject to the attached Conditions of Approval as attached with Exhibit A.

APPROVED AND ADOPTED this 14th day of May, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00200454

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-30 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 14th day of May, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

MV00200455

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL
PA12-0005 TENTATIVE TRACT MAP 36436
PA12-0004 CONDITIONAL USE PERMIT (PUD)
P12-129 VARIANCE
APN: 478-100-034, 010, 009, 478-090-007, 036

APPROVAL DATE: **May 14, 2013**
EXPIRATION DATE: **May 14, 2016**

_X_ Planning (P), including School District (S), Post Office (PO), Building (B)
_X_ Fire Prevention Bureau (F)
_X_ Land Development (LD)
_X_ Financial and Management Services, Special Districts (SD)
_X_ Public Works – Transportation Engineering (TE)
_X_ Parks & Community Services (PCS)
_X_ Police (PD)
_X_ Moreno Valley Utilities

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Planning Division

For questions regarding any Planning condition of approval, please contact the Planning Division at (951) 413-3206.

GENERAL CONDITIONS

P1. This approval shall expire three years after the approval date of this project unless used or extended as provided for by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever. Use means the beginning of substantial construction contemplated by this approval within the three-year period, which is thereafter pursued to completion, or the beginning of substantial utilization contemplated by this approval. (MC 9.02.230)

Timing Mechanisms for Conditions (see abbreviation at beginning of affected condition):

R - Map Recordation GP - Grading Permits O - Certificate of Occupancy or building final
WP - Water Improvement Plans BP - Building Permits P - Any permit

Governing Document (see abbreviation at the end of the affected condition):

GP - General Plan MC - Municipal Code CEQA - California Environmental Quality Act
Ord - Ordinance DG - Design Guidelines Ldscp - Landscape Development Guidelines and Specs
Res - Resolution UFC - Uniform Fire Code UBC - Uniform Building Code
SBM - Subdivision Map Act

P2. In the event the use hereby permitted ceases operation for a period of one (1) year or more, or as defined in the current Municipal Code, this permit may be revoked in accordance with provisions of the Municipal Code. (MC 9.02.260)

P3. The site shall be developed in accordance with the approved plans on file in the Community & Economic Development Department - Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the Planning Official. (MC 9.14.020)

P4. The developer, or the developer's successor-in-interest, shall be responsible for maintaining any undeveloped portion of the site in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)

P5. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)

P6. Any signs indicated on the submitted plans are not included with this approval. Any signs**, whether permanent (e.g. wall, monument) or temporary (e.g. banner, flag),** proposed for this development shall be designed in conformance with the sign provisions of the Development Code or approved sign program, if applicable, and shall require separate application and approval by the Planning Division. **No signs are permitted in the public right of way.** (MC 9.12)

P7. (GP) All site plans, grading plans, landscape and irrigation plans, fence/wall plans, lighting plans and street improvement plans shall be coordinated for consistency with this approval.

Special Conditions for CUP for PUD

P8. **The site has been approved for a Conditional Use Permit for a Planned Unit Development. The Planned Unit Development includes a Tentative Tract Map 36436 for 159 single family lots and a Variance for the retaining wall height on the east and west property lines. A change or modification shall require separate approval. For a Conditional Use Permit, violation may result in revocation in the case of a Conditional Use Permit.**

P9. **The project will be developed with 45 lots on the west side of Quincy Channel and 114 lots on the east side of the channel.**

P10. **A water quality basin will be included, one on each side of the Quincy**

Channel within the development per the approved plans. The design of the basins and swales that are visible from the public right-of-way shall be integrated into the landscaping and include street trees on the street side of the open screen fencing.

P11. **The required multi-use trail along Brodiaea Avenue (east of the Channel) and the landscaping areas connecting the proposed cul-de-sacs to Brodiaea, shall be constructed along with the development on the east side of the Channel and completed with the occupancy of the sixtieth production house on the east side.**

P12. **The required multi-use trail with exercise stations along Street A (Quincy Street) and the trail/sidewalk improvements along Brodiaea Avenue (west of the Channel), shall be completed with the development of the west side of the Channel and completed with the occupancy of the thirtieth production house on the west side.**

P13. **The Planned Unit Development and Tentative Tract Map 36436 will be developed per the approved plans and the standards set forth in the design manual – Cactus Avenue Development Guidelines and where silent, the City's Municipal Code.**

P14. **The Cactus Avenue entry monuments, landscaping and any tract enhancements/improvements stated in the PUD shall be completed with the adjacent development east and west side respectively and no later than the occupancy of the first production house in each section.**

P15. **Approval of the Planned Unit Development and the Tentative Tract Map 36436 are subject to the concurrent approval of the other.**

P16. **Street "A" will be named Quincy Street due to its historical value to the Valley.**

P17. **The Planned Unit Development will provide the following amenities:**

- **Multi-use trails will be provided along a portion of Brodiaea Avenue and the entire length of Quincy Street per the approved plans.**
- **The trail along Quincy will include the addition of exercise equipment.**
- **Parking turnouts will be provided along Quincy.**
- **Access for the trail will be provided along Quincy per the approved plans.**
- **Entry monuments, arbors and benches will be provided per the approved**

plans.

- **Connection to the cul-de-sacs from Brodiaea Avenue to the tract interior to include a meandering sidewalk and landscaping.**

Tentative Tract Map

P18. This tentative map shall expire three years after the approval date of this tentative map unless extended as provided by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever in the event the applicant or any successor in interest fails to properly file a final map before the date of expiration. (MC 9.02.230, 9.14.050, 080)

P19. The site shall be developed in accordance with the approved tentative map on file in the Community & Economic Development Department – Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. (MC 9.14.020)

P20. All site plans, grading plans, landscape and irrigation plans, and street improvement plans shall be coordinated for consistency with this approval.

Prior to Issuance of Grading Permits

P21. (GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and, if not already present, a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community & Economic Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

P22. Prior to the issuance of a grading permit, the Project Applicant shall provide evidence to the City of Moreno Valley that a Cultural Resources Monitoring Agreement has been secured for a qualified Tribal representative and that a professional archaeological monitor has been retained by the Applicant to conduct monitoring of all mass grading and trenching activities and has the authority to halt and redirect earthmoving

activities in the event that suspected archeological resources are unearthed during Project construction. (MM CUL- 1)

P23. The Project Archaeologist and Tribal representative shall attend the pre-grading meeting with the City and contractors to explain and coordinate the requirements of the monitoring program.

P24. Prior to the issuance of a grading permit, the Applicant shall provide evidence to the City of Moreno Valley that appropriate Native American representative(s), Project Archaeologist and the Tribal representative shall be allowed to monitor and have received a minimum of 30 days advance notice of all mass grading and trenching activities. During grading and trenching operations, the Tribal representative and the project archaeological monitor shall observe all mass grading and trenching activities per the Cultural Resources Monitoring Agreement. If the Tribal representative suspects that an archaeological resource may have been unearthed, the monitor shall immediately halt and redirect grading operations in a 100-foot radius around the find to allow identification and evaluation of the suspected resource. In consultation with the appropriate Native American Tribe(s), the archaeological monitor shall evaluate the suspected resource and make a determination of significance pursuant to California Public Resources Code Section 21083.2. (MM CUL- 2)

P25. If a significant archaeological resource(s) is discovered on the property, ground disturbing activities shall be suspended 100 feet around the resource(s). The archaeological monitor and a representative of the appropriate Native American Tribe(s), the Project Applicant, and the City Planning Division shall confer regarding mitigation of the discovered resource(s). A treatment plan shall be prepared and implemented by the archaeologist to protect the identified archaeological resource(s) from damage and destruction. The landowner shall relinquish ownership of all archaeological artifacts that are of Native American origin found on the Project site to the culturally affiliated Native American tribe for proper treatment and disposition. A final report containing the significance and treatment findings shall be prepared by the archaeologist and submitted to the City Planning Division, the appropriate Native American tribe(s), and the Eastern Information Center at the University of California, Riverside.

All cultural material collected during the grading monitoring program and from any previous archaeological studies or excavations on the project site shall be curated according to the current professional repository standards and may include the Pechanga Bands curatorial facility. (MM CUL -3)

P26. Prior to grading permit issuance, the City shall verify that the following note is included on the Grading Plan:

"If any suspected archaeological resources are discovered during ground-disturbing activities and the archaeological monitor or Tribal representative are not present, the construction supervisor is obligated to halt work in a 100-foot radius around the find and call the project archaeologist and the Tribal representative to the site to assess the significance of the find." (MM CUL- 4)

P27. Prior to grading permit issuance, the City shall verify that the following note is included on the Grading Plan:

"If any suspected paleontological resources are discovered during ground-disturbing activities, the construction supervisor is obligated to halt work in a 100-foot radius around the find and call a qualified paleontologist to the site to assess the significance of the find. A qualified paleontologist shall evaluate the suspected resource. If the paleontologist determines that the find is not unique, construction shall be permitted to proceed. However, if the paleontologist determines that further information is needed to evaluate significance, the City of Moreno Valley shall be notified and a treatment plan shall be prepared and implemented in consultation with the City to protect the identified paleontological resource(s) from damage and destruction." (MM CUL -5)

P28. If human remains are encountered, California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the Riverside County Coroner has made the necessary findings as to origin. Further, pursuant to California Public Resources Code Section 5097.98(b), remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made by the Coroner. If the Riverside County Coroner determines the remains to be Native American, the California Native American Heritage Commission

must be contacted within 24 hours. The Native American Heritage Commission must then immediately notify the "most likely descendants" of receiving notification of the discovery. The most likely descendants shall then make recommendations within 48 hours, and engage in consultations concerning the treatment of the remains as provided in Public Resources Code §5097.98. (MM CUL- 6)

P29. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephens' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)

P30(GP) Prior to approval of any grading permit, the developer shall submit for review and approval of a tree plan to the Planning Division. The plan shall identify all mature trees (4 inch trunk diameter or larger) on the subject property and City right-of-way. Using the grading plan as a base, the plan shall indicate trees to be relocated, retained, and removed. Replacement trees shall be shown on the plan, be a minimum size of 24 inch box, and meet a ratio of three replacement trees for each mature tree removed or as approved by the **Planning Official**. (GP Objective 4.4, 4.5, DG)

P30. **(GP) Prior to approval of any grading permits, final median enhancement/landscape/irrigation plans shall be submitted to the Planning Division, and Public Works Department – Special Districts for review and approval by each division. (GP - Circulation Master Plan) Timing of installation shall be determined by PW- Special Districts.**

P31. **(GP) Prior to approval of any grading permit, local and master-planned multi-use trail easements shall be shown in accordance with the City's Master Trail Plan.**

P32. **(GP) Prior to the issuance of any grading permits and prior to any physical disturbance of any natural drainage course, for any area determined to contain riparian vegetation, the applicant shall obtain a stream bed alteration agreement or permit, or a written waiver of the requirement for such an agreement or permit, from both the California Department of Fish and Wildlife and the U.S. Army Corps of Engineers. Written verification of such a permit or waiver shall be provided to the Planning Division and the Public Works Department - Land Development Division. (CEQA, State and Federal codes).**

P33. **The project shall mitigate permanent impacts to 0.48 acre of Corps jurisdiction, 0.57 acre of permanent impacts to Regional Board jurisdiction, and 1.04 acre of permanent impacts to CDFG jurisdiction through acquisition**

of credits at a minimum 1:1 ration from an approved mitigation bank, such as the Santa Ana River Mitigation Bank, and/or in-lieu fee program, such as the Santa Ana Watershed Association (SAWA) In-lieu Fee Program, or another environmentally sensitive entity such as the Riverside-Corona Resource Conservation District or the Inland Empire Resource Conservation District within the Santa Ana River Watershed, which includes the San Jacinto River Watershed. Implementation of Mitigation Measure BIO-3 will reduce potential impacts to jurisdictional waters to a less than significant level in compliance with CEQA. The project will be required to pay SKR and MSHCP mitigation fee. (MM BIO 3)

P34. **(GP) Within thirty (30) days prior to any grading or other land disturbance, a pre-construction survey for Burrowing Owls shall be conducted pursuant to the established guidelines of Multiple Species Habitat Conservation Plan. (MM BIO-1)**

P35. **Any vegetation clearing and ground disturbance should be conducted outside of the nesting season (February 1st through September 15th). If avoidance of the nesting season is not feasible, then a qualified biologist shall conduct a nesting bird survey within 3 days prior to any disturbance of the site. If active nests are identified, the biologist shall establish suitable buffers around the nest, and the buffers shall be avoided until the nests are no longer occupied and the juvenile birds can survive independently from the nests. (MM BIO -2)**

P36. **(GP) Prior to issuance of any grading permit~~s~~, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein. A mitigation monitoring fee, as provided by City ordinance, shall be paid by the applicant within 30 days of project approval. No City permit or approval shall be issued until such fee is paid. (CEQA)**

P37. **(GP) Prior to the issuance of grading permits, the mitigation measures shall be included on the grading plans.**

P38. **The contractor shall comply with SCAQMD's Rule 403 ensuring that all disturbed unpaved roads and disturbed areas within the project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day. (MM Air 1)**

P39. **Feeder trails shall abide by the cross sections included within the City's**

design standards and be shown on the map for all existing connections (i.e. interior streets) linking to the main multi-use trail system. Fences are required on a least one side of all proposed feeder trails within the tract per the PUD guidelines.

P40. **(GP) Prior to issuance of grading permits, landscape plans (trees, shrubs and groundcover) for basins maintained by an HOA or other private entity shall be submitted to the Planning Division for review and approval for the sides and/or slopes. A hydroseed mix w/irrigation is acceptable for the bottom of all the basin areas. All detention basins shall include trees, shrubs and groundcover up to the concreted portion of the basin. A solid decorative wall with pilasters, tubular steel fence with pilasters or other fence or wall approved by the Community & Economic Development Director is required to secure all water quality and detention basins more than 18 inches in depth.**

P41. **(GP) Prior to approval of precise grading plan, final front and street side yard landscape and irrigation plans shall be submitted to the Planning Division for review. The plans shall be prepared in accordance with the City's Municipal Code and landscape specifications, Cactus Avenue Design Guidelines and include required street trees and on site slopes.**

P42. **A separate administrative process (Model Home Complex application or custom home review) is required for approval of the design of the future single-family homes for Tentative Tract Map 36436. Four sided architecture is required per the Cactus Avenue Development Guidelines and the City Municipal Code design guidelines.**

P43. **Prior to approval of a grading plan a detailed trail plan, indicating widths, maximum slopes, physical conditions, fencing, walls in accordance with City standards, shall be reviewed and approved by the Planning Division.**

P44. **(GP) Prior to issuance of grading permits, the developer shall submit perimeter wall/fence and landscaping plans (separate submittals) to the Planning Division for review and approval as follows:**

- **A. A maximum 6 foot high solid decorative block perimeter wall with pilasters and a cap shall be required adjacent to all streets and walkway connection.**
- **B. Any proposed retaining walls shall also be decorative in nature, while the combination of retaining and other walls on top shall not exceed the height requirement except where a Variance is approved.**
- **C. Fencing along the west side of Quincy Channel will include a cable**

fence adjacent to the channel with a vinyl rail fence between the trail and the street landscaping per the Cactus Avenue Development Guidelines.

D. Fencing along the east side of the Quincy Channel adjacent to the residential lots will include a 6 foot tan decorative wall with pilasters and a cap.

E. Fencing around the water quality basins will include solid fencing along property lines adjacent to residential lots and iron or tubular steel fencing with decorative pilasters along street frontages and reverse frontages.

F. Fencing along Brodiaea shall include a 6 foot tan decorative wall with pilasters and a cap on the residential property lines with a vinyl rail fence along the trail adjacent to the parkway per the Cactus Avenue Development Guidelines.

G. Interior lot rear and side fencing will include 5-6 foot tan vinyl fencing per the Cactus Avenue Design Guidelines.

H. Landscape and irrigation plans for areas maintained by the Homeowner's Association shall be submitted to the Planning Division. All landscape plans shall be approved prior to the release of any building permits for the site. The plans shall be prepared in accordance with the City's Landscape Development Guidelines and the Cactus Avenue Development Guidelines.

I. Landscaping is required for the sides and or slopes of all water quality basin and drainage areas, while a hydroseed mix with irrigation is acceptable for the bottom of the basin areas. All detention basins shall include trees, shrubs and groundcover up to the concreted portion of the basin. A solid decorative wall with pilasters adjacent to residential lots, tubular steel fence with pilasters along street frontage and reverse frontage as approved by the Planning Official is required to secure all water quality and detention basins.

J. Front yard landscaping plans shall be submitted for review and approval meeting the guidelines within the Cactus Avenue Development Guidelines and the City Landscape Guidelines.

K. Street trees shall be planted every 40 feet on center throughout the development.

PRIOR TO BUILDING PERMITS

P45. (BP) Prior to issuance of building permits, the Planning Division shall review and approve the location and method of enclosure or screening of transformer cabinets, commercial gas meters and back flow preventers as shown on the final working drawings. Location and screening shall comply with the following criteria: transformer cabinets and commercial gas meters shall not be located within required setbacks and shall be screened from public view either by architectural treatment or landscaping; multiple electrical meters shall be fully enclosed and incorporated into the overall architectural design of the building(s); back-flowpreventers shall be screened by landscaping. (GP Objective 43.30, DG)

P46. (BP) Prior to issuance of building permits or as determined by the City Council Ordinance in place at the time of development, the developer or developer's successor-in-interest shall pay all applicable impact fees, including but not limited to Transportation Uniform Mitigation fees (TUMF), Multi-species Habitat Conservation Plan (MSHCP) mitigation fees, and the City's adopted Development Impact Fees. (Ord)

P47. Prior to the issuance of building permits, the irrigation and landscape plans shall be approved.

P48. Prior to the issuance of building permits, landscape and irrigation plans for areas maintained by the Homeowner's Association shall be submitted to the Planning Division. All landscape plans shall be approved prior to the release of any building permits for the site. The plans shall be prepared in accordance with the City's Landscape Development Guidelines and the Cactus Avenue Design Guidelines. Landscaping is required for the sides and or slopes of all water quality basin and drainage areas, while a hydroseed mix with irrigation is acceptable for the bottom of the basin areas. All detention basins shall include trees, shrubs and groundcover up to the concreted portion of the basin. A solid decorative wall with pilasters, tubular steel fence with pilasters or other fence or wall approved by the Planning Official is required to secure all water quality and detention basins. These reqts should be combined with landscape plan and fence/wall plan COA's

PRIOR TO RECORDATION OF FINAL MAP

P49. (R) Prior to final map recordation any required trail easements shall be provided.

P50. (R) Prior to recordation of the final subdivision map, the developer shall submit for review and approval the following documents to the Planning Division which shall demonstrate that the project will be developed and maintained in accordance with the intent and purpose of the approval:

a. The document to convey title
b. Deed restrictions, easements, or Covenants, Conditions and Restrictions to be recorded

The approved documents shall be recorded at the same time that the subdivision map is recorded. The documents shall contain provisions for general maintenance of the site, open space use restrictions, conservation easements, water quality basins, lighting, landscaping and common area use items such as exercise stations, public seating areas and other recreation facilities. The approved documents shall also contain a provision, which provides that they may not be terminated and/or substantially amended without the consent of the City and the developer's successor-in-interest. (MC 9.14.090)

In addition, the following deed restrictions and disclosures shall be included within the document and grant deed of the properties:

- **The developer and the Cactus Avenue Planned Unit Development and/or homeowners association shall promote the use of native plants and trees and drought tolerant species to the extent feasible.**

- **(R) All lots designated for open space and, or detention basins, shall be dedicated to and maintained by a Homeowners Association (HOA). The HOA shall contract with a private maintenance entity or establish a funding mechanism approved by the City in a maintenance agreement for City maintenance. Language to this effect shall be included and reviewed within the required Covenant Conditions and Restrictions (CC&Rs) prior to the approval of the final map.**

- **All reverse frontage property shall be maintained by a Homeowners Association (HOA) or through a property owner funded landscaping district as maintained by the City. Language to this effect shall be included and reviewed within the required Covenant Conditions and Restrictions (CC&Rs) prior to the approval of the final map.**

- **Maintenance of any and all common facilities.**

- **A conservation easement for lettered lots shall be recorded on the deed of the property and shown on the final map. Said easement shall include access restrictions prohibiting motorized vehicles from these areas except on the maintenance road along the Quincy Channel and the maintenance access driveways of the water quality basins if required per affected agency.**

- **Oleander plants or trees shall be prohibited on open space lots adjacent to multi-use trails.**

PRIOR TO CERTIFICATE OF OCCUPANCY

P51. (CO) Prior to issuance of Certificates of Occupancy or building final, the required landscaping and irrigation shall be installed. (DC 9.03.040)

P52. (CO)Prior to the issuance of Certificates of Occupancy or building final, all required and proposed fences and walls shall be constructed according to the approved plans on file in the Planning Division. (MC 9.080.070).

P53. (BP/CO) Prior to issuance of Certificate of Occupancy or building final, installed landscaping and irrigation shall be inspected by the Planning Division. All on-site and common area landscaping shall be installed in accordance with the City's Landscape Standards and the approved project landscape plans and all site clean-up shall be completed.

Building and Safety Division

B1. The above project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as city ordinances. All new projects shall provide a soils report as well. Plans shall be submitted to the Building and Safety Division as a separate submittal. The 2010 edition of the California Codes became effective for all permits issued after January 1, 2011.

COMMERCIAL, INDUSTRIAL, MULTI-FAMILY PROJECTS INCLUDING CONDOMINIUMS, TOWNHOMES, DUPLEXES AND TRIPLEX BUILDINGS REQUIRE THE FOLLOWING.

B2. Prior to final inspection, all plans will be placed on a CD Rom for reference and

verification. Plans will include "as built" plans, revisions and changes. The CD will also include Title 24 energy calculations, structural calculations and all other pertinent information. It will be the responsibility of the developer and or the building or property owner(s) to bear all costs required for this process. The CD will be presented to the Building and Safety Division for review prior to final inspection and building occupancy. The CD will become the property of the Moreno Valley Building and Safety Division at that time. In addition, a site plan showing the path of travel from public right of way and building to building access with elevations will be required.

B3. (BP) Prior to the issuance of a building permit, the applicant shall submit a properly completed "Waste Management Plan" (WMP), as required, to the Compliance Official (Building Official) as a portion of the building or demolition permit process.

SCHOOL DISTRICT

S1. (BP) Prior to issuance of building permits, the developer shall provide to the Community Development Director a written certification by the affected school district that either: (1) the project has complied with the fee or other exaction levied on the project by the governing board of the district, pursuant to Government Code Section 65996; or (2) the fee or other requirement does not apply to the project.

UNITED STATES POSTAL SERVICE

PO1. (BP) Prior to the issuance of building permits, the developer shall contact the U.S. Postal Service to determine the appropriate type and location of mailboxes.

POLICE DEPARTMENT

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects

Standard Conditions

PD1. Prior to the start of any construction, temporary security fencing shall be erected. The fencing shall be a minimum of six (6) feet high with locking, gated access and shall remain through the duration of construction. Security fencing is required if there is: construction, unsecured structures, unenclosed storage of materials and/or equipment, and/or the condition of the site constitutes a public hazard as determined by the Public Works Department. If security fencing is required, it shall remain in place until the project is completed or the above conditions no longer exist. (DC 9.08.080)

PD2. (GP) Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the following:

a. The name (if applicable) and address of the development.

b. The developer's name, address, and a 24-hour emergency telephone number. (DC 9.08.080)

PD3. (CO) Prior to the issuance of a Certificate of Occupancy, an Emergency Contact information Form for the project shall be completed at the permit counter of the Community Development Department - Building Division for routing to the Police Department. (DC 9.08.080)

CITY OF MORENO VALLEY
CONDITIONS
Case No: PA12-0004 PA12-0005
APN: 478-090-007, 478-090-036, 478-100-009, 478-100-010, 478-100-034
DATE: 10/8/12

FIRE PREVENTION BUREAU

1. **Fire sprinklers shall be required in all the planned residential structures.**
2. **The following Standard Conditions shall apply.**

With respect to the conditions of approval, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.

F2. Single Family Dwellings. Schedule "A" fire prevention approved standard fire hydrants (6" x 4" x 2 ½") located at each intersection of all residential streets and spaced no more than 500 feet apart in any direction, more than 250 feet from any portion of the building as measured along approved emergency vehicular travel ways. Minimum fire flow shall be _1000__GPM for _2_ hours duration of 20 PSI. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, serving one and two-family residential developments, standard fire hydrants shall be provided at spacing not to exceed 1000 feet along the tract boundary for transportation hazards. (CFC 507.3 MVMC 8.36.060).

F3. Maximum cul-de-sac or dead end road length shall not exceed 660 feet. The Fire Chief, based on City street standards, shall determine minimum turning radius for fire apparatus based upon fire apparatus manufacture specifications. (CFC 503.2)

F4. During phased construction, dead end roadways and streets which have not been completed shall have a turn-around capable of accommodating fire apparatus. (CFC 503.2 and 503.2.5)

F5. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)

F6. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)

F7. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less than twenty–four (24) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches. (CFC 503.2.1 and MVMC 8.36.060[E])

F8. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.060[G])

F9. If construction is phased, each phase shall provide an approved emergency vehicular access way for fire protection prior to any building construction. (CFC 501.4)

F10. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3)

F11. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5)

F12. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)

F13. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Fire Prevention Bureau for review. Plans shall:

a) Be signed by a registered civil engineer or a certified fire protection engineer;
b) Contain a Fire Prevention Bureau approval signature block; and
c) Conform to hydrant type, location, spacing of new and existing hydrants and minimum fire flow required as determined by the Fire Prevention Bureau.

After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.

Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 507.5)

F14. Prior to issuance of Certificate of Occupancy or Building Final, “Blue Reflective Markers” shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 509.1)

F15. Prior to issuance of Certificate of Occupancy or Building Final, all residential dwellings shall display street numbers in a prominent location on the street side of the residence in such a position that the numbers are easily visible to approaching emergency vehicles. The numbers shall be located consistently on each dwelling throughout the development. The numerals shall be no less than four (4) inches in height and shall be low voltage lighted fixtures. (CFC 505.1)

F16. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9)

F17. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire alarm system monitored by an approved Underwriters Laboratory listed central station based on a requirement for monitoring the sprinkler system, occupancy or use. Fire alarm panel shall be accessible from exterior of building in an approved location. Plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9 and MVMC 8.36.100)

F18. Prior to issuance of a Certificate of Occupancy or Building Final, a "Knox Box Rapid Entry System" shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Chief. All exterior security emergency access gates shall be electronically operated and be provided with Knox key switches for access by emergency personnel. (CFC 506.1)

F19. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.

F20. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503 and MVMC 8.36.060)

F21. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.060)

F22. Prior to construction, "private" driveways over 150 feet in length shall have a turn-around as determined by the Fire Prevention Bureau capable of accommodating fire apparatus. Driveway grades shall not exceed 12 percent. (CFC 503 and MVMC 8.36.060)

F23. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well

as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.

F24. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14 & CBC Chapter 33)

F25. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 105)

F26. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 105)

F27. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 105)

F28. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.8)

F29. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Chapter 1)

F30. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)

F31. Prior to Certificate of Occupancy all locations where medians are constructed and prohibit vehicular ingress/egress into or away from the site, provisions must be made to construct a median-crossover at all locations determined by the Fire Marshal and the City Engineer. Prior to the construction, design plans will be submitted for review and approval by the City Engineer and all applicable inspections conducted by Land Development Division.

F32. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.

CITY OF MORENO VALLEY
COMMUNITY & ECONOMIC DEVELOPMENT - LAND DEVELOPMENT DIVISION
CONDITIONS OF APPROVAL
PA12-0005 / TTM 36436 – 159 Lot Residential Subdivision
APN 478-100-034, 478-090-007, 478-090-036, 478-100-010, 478-100-009

Note: All Special Conditions are in **Bold** lettering and follow the standard conditions.

COMMUNITY & ECONOMIC DEVELOPMENT – LAND DEVELOPMENT DIVISION

The following are the Community & Economic Development Department – Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Community & Economic Development Department – Land Development Division.

General Conditions

LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City's Municipal Code (MC) and if subdividing land, the Government Code (GC) of the State of California, specifically Sections 66410 through 66499.58, said sections also referred to as the Subdivision Map Act (SMA). (MC 9.14.010)

LD2. (G) If the project involves the subdivision of land, maps may be developed in phases with the approval of the City Engineer. Financial security shall be provided for all improvements associated with each phase of the map. The boundaries of any multiple map increment shall be subject to the approval of the City Engineer. The City Engineer may require the dedication and construction of necessary utilities, streets or other improvements outside the area of any particular map, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public. (MC 9.14.080, GC 66412 and 66462.5)

LD3. (G) It is understood that the tentative map correctly shows all existing easements, traveled ways, and drainage courses, and that their omission may require the map or plans associated with this application to be resubmitted for further consideration. (MC 9.14.040)

LD4. (G) In the event right-of-way or offsite easements are required to construct offsite improvements necessary for the orderly development of the surrounding area to meet the public health and safety needs, the developer shall make a good faith effort to acquire the needed right-of-way in accordance with the Land Development Division's administrative policy. In the event that the developer is unsuccessful, he shall enter into an agreement with the City to acquire the necessary right-of-way or offsite easements and complete the improvements at such time the City acquires the right-of-way or offsite easements which will permit the improvements to be made. The developer shall be responsible for all costs associated with the right-of-way or easement acquisition. (GC 66462.5)

LD5. (G) If improvements associated with this project are not initiated within two years of the date of approval of the Public Improvement Agreement, the City Engineer may require that the improvement cost estimate associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the Public Improvement Agreement or issuance of a permit.

LD6. (G) The developer shall monitor, supervise and control all construction and construction supportive activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:

a. Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.

b. Observance of working hours as stipulated on permits issued by the Public Works Department.

c. The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.

d. All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements shall be adhered to during the grading operations.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

LD7. (G) The developer shall protect downstream properties from damage caused by alteration of drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities, including, but not limited to, modifying existing facilities or by securing a drainage easement. (MC 9.14.110)

LD8. (G) For single family residential subdivisions, all lots shall drain toward the street unless otherwise approved by the City Engineer. Residential lot drainage to the street shall be by side yard swales and include yard drain pipes and inlet grates (or stubbed and capped if area is not yet landscaped) that convey flows to the street in accordance to City Standard No. 303 independent of adjacent lots. No over the sidewalk drainage shall be allowed, all drainage shall be directed to a driveway or drainage devices located outside the right-of-way. (MC 9.14.110)

LD9. (G) A detailed drainage study shall be submitted to the City Engineer for review and approval at the time of any improvement or grading plan submittal. The study shall be prepared by a registered civil engineer and shall include existing and proposed hydrologic conditions. Hydraulic calculations are required for all

drainage control devices and storm drain lines. (MC 9.14.110). Prior to approval of the related improvement or grading plans, the developer shall submit the approved drainage study, on compact disk, in (.pdf) digital format to the Land Development Division of the Community and Economic Development Department.

LD10. (G) Water quality basins designed to meet Water Quality Management Plan (WQMP) requirements for single-family residential development may not be used as a construction best management practice. The water quality basin shall be maintained for the entire duration of project construction and be used to treat runoff from those developed portions of the project. The water quality basin shall be protected from upstream construction related runoff by having proper best management practices in place and maintained. The water quality basin shall be graded per the approved design drawings and once landscaping and irrigation has been installed, it and its maintenance shall be turned over to an established Homeowner's Association. The Homeowner's Association shall enter into an agreement with the City for basin maintenance.

LD11. (G) Prior to final map approval, commencing applicable street improvements, or obtaining the first building permit, the developer shall enter into a Development Impact Fee (DIF) Improvement Credit Agreement to secure credit and reimbursement for the construction of applicable arterial street, traffic signal, and/or interchange improvements. If the developer fails to complete this agreement prior to the timing as specified above, no credits or reimbursements will be given. The applicant shall pay Arterial Streets, Traffic Signals, and Interchange Improvements development impact fees adopted by the City Council by resolution. (Ord. 695 § 1.1 (part), 2005) (MC 3.38.030, .040, .050). **This project may be eligible for development impact fee credits for construction of the outer westbound lane on Cactus Avenue.**

LD12. (G) The final conditions of approval issued by the Planning Division subsequent to Planning Commission approval shall be photographically or electronically placed on mylar sheets and included in the Grading and Street Improvement plan sets on twenty-four (24) inch by thirty-six (36) inch mylar and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field during grading and construction.

<u>Prior to Grading Plan Approval or Grading Permit</u>

LD13. (GPA) Prior to approval of the grading plans, plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD14. (GPA) Prior to approval of grading plans, the developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:

a. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary

drainage area and outlet points. Unless otherwise approved by the City Engineer, lot lines shall be located at the top of slopes.

b. Any grading that creates cut or fill slopes adjacent to the street shall provide erosion control, sight distance control, and slope easements as approved by the City Engineer.

c. A grading permit shall be obtained from the Community and Economic Development Department Land Development Division prior to commencement of any grading outside of the City maintained road right-of-way.

d. All improvement plans are substantially complete and appropriate clearance and at-risk letters are provided to the City. (MC 9.14.030)

e. The developer shall submit a soils and geologic report to the Community and Economic Development Department – Land Development Division. The report shall address the soil's stability and geological conditions of the site.

LD15. (GPA) Prior to grading plan approval, the developer shall select and implement treatment control best management practices (BMPs) that are medium to highly effective for treating Pollutants of Concern (POC) for the project. Projects where National Pollution Discharge Elimination System (NPDES) mandates water quality treatment control best management practices (BMPs) shall be designed per the City of Moreno Valley guidelines or as approved by the City Engineer.

LD16. (GPA) Prior to approval of the grading plans for projects that will result in discharges of storm water associated with construction with a soil disturbance of one or more acres of land, the developer shall submit a Notice of Intent (NOI) and obtain a Waste Discharger's Identification number (WDID#) from the State Water Quality Control Board (SWQCB). The WDID# shall be noted on the grading plans prior to issuance of the first grading permit.

LD17. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall submit two (2) copies of the final project-specific Water Quality Management Plan (WQMP) for review by the City Engineer that :

a. Addresses Site Design Best Management Practices (BMPs) such as minimizing impervious areas, maximizing permeability, minimizes directly connected impervious areas to the City's street and storm drain systems, and conserves natural areas;

b. Incorporates Source Control BMPs and provides a detailed description of their implementation;

c. Incorporates Treatment Control BMPs and provides information regarding design considerations;

d. Describes the long-term operation and maintenance requirements for BMPs requiring maintenance; and

e. Describes the mechanism for funding the long-term operation and maintenance of the BMPs.

A copy of the final WQMP template can be obtained on the City's Website or by contacting the Land Development Division of the Community and Economic Development Department.

LD18. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall record a "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," to provide public notice of the requirement to implement the approved final project-specific WQMP and the maintenance requirements associated with the WQMP.

A boilerplate copy of the "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," can be obtained by contacting the Land Development Division of the Community and Economic Development Department.

LD19. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall secure approval of the final project-specific WQMP from the City Engineer. The final project-specific WQMP shall be submitted at the same time of grading plan submittal. The approved final WQMP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format prior to grading plan approval.

LD20. (GPA) Prior to the grading plan approval, or issuance of a building permit as determined by the City Engineer, the approved final project-specific WQMP shall be incorporated by reference or attached to the project's Storm Water Pollution Prevention Plan as the Post-Construction Management Plan.

LD21. (GPA) Prior to grading plan approval, the developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the state's Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at the project site and be available for review upon request. The SWPPP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format.

LD22. (GPA) Prior to the approval of the grading plans, the developer shall pay applicable remaining grading plan check fees.

LD23. (GPA/MA) Prior to the later of either grading plan or final map approval, resolution of all drainage issues shall be as approved by the City Engineer.

LD24. (GP) Prior to issuance of a grading permit, or building permit when a grading permit is not required, for projects that require a project-specific Water Quality Management Plan (WQMP), a project-specific final WQMP (F-WQMP) shall be approved. Upon approval, a WQMP Identification Number is issued by the Storm Water Management Section and shall be noted on the rough grading plans as confirmation that a project-specific F-WQMP approval has been obtained.

LD25. (GP) Prior to the issuance of a grading permit the developer shall submit recorded slope easements from adjacent landowners in all areas where grading resulting in slopes is proposed to take place outside of the project boundaries. For all other offsite grading, written permission from adjacent property owners shall be submitted.

LD26. (GP) Prior to issuance of a grading permit, if the fee has not already been paid prior to map approval or prior to issuance of a building permit if a grading permit is not required, the developer shall pay Area Drainage Plan (ADP) fees. The developer shall provide a receipt to the City showing that ADP fees have been paid to Riverside County Flood Control and Water Conservation District. (MC 9.14.100)

LD27. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the completion of the grading required as a condition of approval of the project.

LD28. (GP) Prior to issuance of a grading permit, the developer shall pay the applicable grading inspection fees.

Prior to Map Approval or Recordation

LD29. (MA) Prior to approval of the map, the developer shall submit a copy of the Covenants, Conditions and Restrictions (CC&Rs) to the Land Development Division for review and approval. The CC&Rs shall include, but not be limited to, access easements, reciprocal access, private and/or public utility easements as may be relevant to the project. In addition, for single-family residential development, the developer shall submit bylaws and articles of incorporation for review and approval as part of the maintenance agreement for any water quality basin.

LD30. (MA) Prior to approval of the map, all street dedications shall be irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer. All dedications shall be free of all encumbrances as approved by the City Engineer.

LD31. (MA) Prior to approval of the map, security shall be required to be submitted as a guarantee of the completion of the improvements required as a condition of approval of the project. A public improvement agreement will be required to be executed.

LD32. (MA) Prior to approval of the map, the developer shall enter into an agreement with the City and Riverside County Flood Control and Water Conservation District establishing the terms and conditions covering the inspection, operation and maintenance of Master Drainage Plan facilities required to be constructed as part of the project. (MC 9.14.110)

LD33. (MR) Prior to recordation of the map the developer shall comply with the requirements of the City Engineer based on recommendations of the Riverside

County Flood Control District regarding the construction of County Master Plan Facilities. (MC 9.14.110)

LD34. (MR) Prior to recordation of the map, if the developer chooses to construct the project in construction phases, a Construction Phasing Plan for the construction of on-site public and private improvements shall be reviewed and approved by the City Engineer. This approval must be obtained prior to the Developer submitting a Phasing Plan to the California State Department of Real Estate.

LD35. (MR) Prior to recordation of the map, if applicable, the developer shall have all street names approved by the City Engineer. (MC 9.14.090)

LD36. (MR) Prior to recordation of the final map, this project is subject to requirements under the current permit for storm water activities required as part of the National Pollutant Discharge Elimination System **(NPDES)** as mandated by the Federal Clean Water Act. Following are the requirements:

a. Establish a Home Owners Association (HOA) to finance the maintenance of the "Water Quality Ponds/Bio-swales". Any lots which are identified as "Water Quality Ponds/Bio-Swales" shall be owned in fee by the HOA.

b. Dedicate a maintenance easement to the City of Moreno Valley.

c. Execute a maintenance agreement between the City of Moreno Valley and the HOA. The maintenance agreement must be approved by City Council.

d. Establish a trust fund per the terms of the maintenance agreement.

e. Provide a certificate of insurance per the terms of the maintenance agreement.

f. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required continuous operation, maintenance, monitoring system evaluations and enhancements, remediation and/or replacement, all in accordance with Resolution No. 2002-46.

    i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Residential NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process, or

    ii. Establish an endowment to cover future maintenance costs for the Residential NPDES Regulatory Rate Schedule.

g. Notify the Special Districts Division of the intent to record the final map 90 days prior to City Council action authorizing recordation of the final map and the financial option selected. The final option selected shall be in place prior to the issuance of certificate of occupancy. (California Government Code & Municipal Code)

LD37. (MR) Prior to recordation of the Final Map, the Grading Plan (s) and Landscape and Irrigation Plan (s) prepared for the "Water Quality Ponds/Bio-Swales" shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer or other registered/licensed professional as required. The developer, or the developer's successors or assignees shall secure the initials of the Engineering Division Manager or his designee on the mylars prior to the plans being approved by the City Engineer. (MC 9.14.100.C.2)

LD38. (MR) Prior to recordation of the map, the developer shall submit the map, on compact disks, in (.dxf) digital format to the Land Development Division of the Community and Economic Development Department.

Prior to Improvement Plan Approval or Construction Permit

LD39. (IPA) Prior to approval of the improvement plans, the improvement plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD40. (IPA) Prior to approval of the improvement plans, the developer shall submit clearances from all applicable agencies, and pay all outstanding plan check fees. (MC 9.14.210)

LD41. (IPA) All public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer in order for the Public Improvement Agreement and accompanying security to be executed.

LD42. (IPA) Prior to approval of the improvement plans, securities and a public improvement agreement shall be required to be submitted and executed as a guarantee of the completion of the improvements required as a condition of approval of the project.

LD43. (IPA) The street improvement plans shall comply with all applicable City standards and the following design standards throughout this project:

a. Corner cutbacks in conformance with City Standard 208 shall be shown on the final map or, if no map is to be recorded, offered for dedication by separate instrument.

b. Lot access to major thoroughfares shall be restricted except at intersections and approved entrances and shall be so noted on the final map. (MC 9.14.100)

c. The minimum centerline and flow line grades shall be one percent unless otherwise approved by the City Engineer. (MC 9.14.020)

d. All street intersections shall be at ninety (90) degrees plus or minus five (5) degrees per City Standard No. 706A, or as approved by the City Engineer. (MC 9.14.020)

e. All reverse curves shall include a minimum tangent of one hundred (100) feet in length.

LD44. (IPA) Prior to approval of the improvement plans, the plans shall be based upon a centerline profile, extending beyond the project boundaries a minimum distance of 300 feet at a grade and alignment approved by the City Engineer. Design plan and profile information shall include the minimum 300 feet beyond the project boundaries.

LD45. (IPA) Prior to approval of the improvement plans, the plans shall indicate any restrictions on trench repair pavement cuts to reflect the City's moratorium on disturbing newly-constructed pavement less than three years old and recently slurry sealed streets less than one year old. Pavement cuts for trench repairs may be allowed for emergency repairs or as specifically approved in writing by the City Engineer.

LD46. (IPA) Prior to approval of the improvement plans, drainage facilities with sump conditions shall be designed to convey the tributary 100-year storm flows. Secondary emergency escape shall also be provided. (MC 9.14.110)

LD47. (IPA) Prior to the approval of the improvement plans, the hydrology study shall show that the 10-year storm flow will be contained within the curb and the 100-year storm flow shall be contained within the street right-of-way. In addition, one lane in each direction shall not be used to carry surface flows during any storm event for street sections equal to or larger than a minor arterial. When any of these criteria is exceeded, additional drainage facilities shall be installed. (MC 9.14.110 A.2)

LD48. (IPA) The project shall be designed to accept and properly convey all off-site drainage flowing onto or through the site. All storm drain design and improvements shall be subject to review and approval of the City Engineer. In the event that the City Engineer permits the use of streets for drainage purposes, the provisions of the Development Code will apply. Should the quantities exceed the street capacity or the use of streets be prohibited for drainage purposes, as in the case where one travel lane in each direction shall not be used for drainage conveyance for emergency vehicle access on streets classified as minor arterials and greater, the developer shall provide adequate facilities as approved by the Community and Economic Development Department – Land Development Division. (MC 9.14.110)

LD49. (CP) All work performed within the City right-of-way requires a construction permit. As determined by the City Engineer, security may be required for work within the right-of-way. Security shall be in the form of a cash deposit or other approved means. The City Engineer may require the execution of a public improvement agreement as a condition of the issuance of the construction permit. All inspection fees shall be paid prior to issuance of construction permit. (MC 9.14.100)

LD50. (CP) Prior to issuance of a construction permit, all public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer.

LD51. (CP) Prior to issuance of construction permits, the developer shall submit all improvement plans on compact disks, in (.dxf) digital format to the Land Development Division of the Community and Economic Development Department.

LD52. (CP) Prior to issuance of construction permits, the developer shall pay all applicable inspection fees.

Prior to Building Permit

LD53. (BP) Prior to issuance of building permits, if the project involves a residential subdivision, the map shall be recorded (excluding model homes). (MC 9.14.090)

LD54. (BP) Prior to issuance of a building permit (excluding model homes), an approval by the City Engineer is required of the water quality control basin(s). The developer shall provide certification to the line, grade, flow test and system invert elevations.

LD55. (BP) Prior to issuance of a building permit, all pads shall meet pad elevations per approved plans as noted by the setting of "Blue-top" markers installed by a registered land surveyor or licensed engineer.

Prior to Certificate of Occupancy

LD56. (CO) Prior to issuance of the last certificate of occupancy or building final, the developer shall pay all outstanding fees.

LD57. (CO) The City of Moreno Valley has an adopted Development Impact Fee (DIF) nexus study. All projects unless otherwise exempted shall be subject to the payment of the DIF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD58. (CO) The City of Moreno Valley has an adopted area wide Transportation Uniform Mitigation Fee (TUMF). All projects unless otherwise exempted shall be subject to the payment of the TUMF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD59. (CO) Prior to issuance of a certificate of occupancy or building final, the developer shall construct all public improvements in conformance with applicable City standards, except as noted in the Special Conditions, including but not limited to the following applicable improvements:

a. Street improvements including, but not limited to: pavement, base, curb and/or gutter, cross gutters, spandrel, sidewalks, drive approaches, pedestrian ramps, street lights, signing, striping, residential curb drains,

landscaping and irrigation, pavement tapers/transitions and traffic control devices as appropriate.

b. Storm drain facilities including, but not limited to: storm drain pipe, storm drain laterals, open channels, catch basins and local depressions.

c. City-owned utilities.

d. Sewer and water systems including, but not limited to: sanitary sewer, potable water and recycled water.

e. Under grounding of proposed utility lines less than 115,000 volts.

f. Relocation of overhead electrical utility lines including, but not limited to: electrical, cable and telephone.

LD60. (CO) Prior to issuance of a certificate of occupancy or building final, all new utilities shall be placed underground in accordance with City of Moreno Valley ordinances. (MC 9.14.130)

LD61. (CO) Prior to issuance of a certificate of occupancy or building final for residential projects, the last 20% or last 5 units (whichever is greater, unless as otherwise determined by the City Engineer) of any Map Phase, punch list work for improvements and capping of streets in that phase must be completed and approved for acceptance by the City.

LD62. (CO) Prior to issuance of a certificate of occupancy or building final, in order to treat for water quality the sub-area tributary to the basin, the Developer must comply with the following:

a. The water quality basin and all associated treatment control BMPs and all hardware per the approved civil drawing must be constructed, certified and approved by the City Engineer including, but not limited to, piping, forebay, aftbay, trash rack, etc.) Landscape and irrigation plans are not approved for installation at this time.

b. Provide the City with an Engineer's Line and Grade Certification.

c. Perform and pass a flow test per City test procedures.

LD63. (CO) Prior to issuance of a certificate of occupancy or building final for the last 20% of the permitted structures or the last five (5) permitted units (whichever is greater) for any Phase of the development , the Developer shall:

a. Notify City Staff (Land Development Division) prior to construction and installation of all structural BMPs so that an inspection(s) can be performed.

b. Demonstrate that all structural BMPs described in the approved final project-specific WQMP have been constructed and installed in conformance with the approved plans and specifications;

c. Demonstrate that Developer is prepared to implement all non-structural BMPs described in the approved final project-specific WQMP; and

d. Demonstrate that an adequate number of copies of the approved final project-specific WQMP are available for future owners/occupants.

e. Clean and repair the water quality basin, including regrading to approved civil drawing if necessary.

f. Provide City with updated Engineer's Line and Grade Certification.

g. Obtain approval from City to install irrigation and landscaping.

h. Complete installation of irrigation and landscaping.

Prior to Acceptance of Streets into the City Maintained Road System

LD64. (AOS) Aggregate slurry, as defined in Section 203-5 of Standard Specifications for Public Works Construction, may be required just prior to the end of the one-year warranty period of the public streets at the discretion of the City Engineer. If slurry is required, the developer/contractor must provide a slurry mix design submittal for City Engineer approval. The latex additive shall be Ultra Pave 70 (for anionic – per project geotechnical report) or Ultra Pave 65 K (for cationic – per project geotechnical report) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2½) parts to one-hundred (100) parts of emulsion by volume. Any existing striping shall be removed prior to slurry application and replaced per City standards.

SPECIAL CONDITIONS

LD65. This project will be required to obtain all necessary environmental permits/clearances for the extension of the culverts within Quincy Channel under Cactus Avenue and for improvements to the Quincy Channel.

LD66. Prior to rough grading plan approval, the grading plans shall clearly demonstrate that drainage is properly collected and conveyed. The plans shall show all necessary on-site and off-site drainage improvements to properly collect and convey drainage entering, within and leaving the project. This may include, but not be limited to on-site and perimeter drainage improvements to properly convey drainage within and along the project site, and downstream off-site improvements. The developer will be required to obtain the necessary permission for offsite construction, as may be required, for any facilities constructed outside of the public right-of-way. Drainage improvements shall consist of:

a. A reinforced, concrete, trapezoidal channel with 2-foot cut off wall, drain inlets, overside drain per Caltrans Standard D87D or equal, and lateral connections to the master storm drain line in Brodiaea Avenue, on the

north side of Brodiaea Avenue, within public right-of-way, between Wilmot Street and Quincy Channel. Some related offsite grading, outside of the public right-of-way, may be required; permission from property owner to grade onsite may be required.

b. A reinforced, concrete, v-ditch with 1-foot cut off wall and overside drain per Caltrans Standard D87D or equal on the east side of Wilmot Street, within public right-of-way, from Brodiaea Avenue south along project frontage.

c. Moreno Master Drainage Plan Line G-2 within public right-of-way in Brodiaea Avenue from approximately 350 feet west of Wilmot Street to Quincy Channel.

d. Moreno Master Drainage Plan Line G-3 within public right-of-way in Cactus Avenue, along project frontage from the project's east property line (at its intersection with Cactus Avenue) to Quincy Channel.

e. Moreno Master Drainage Plan Line G (Quincy Channel) between Brodiaea Avenue and Cactus Avenue including maintenance access road constructed per Riverside County Flood Control and Water Conservation District standards. Channel improvements consist of three-foot thick ¼ ton rip rap, backing and mirafi fabric, and 4-foot cut off walls on both sides of the channel. Improvements also include the extension of existing culverts underneath Cactus Avenue to meet proposed Quincy Channel improvements. The final drainage study shall analyze the capacity of the existing culverts. Additional culverts may be required if the existing culverts do not have adequate capacity to convey 100-year storm channel flows underneath Cactus Avenue.

f. Moreno Master Drainage Plan Line F-4 within public right-of-way in Cactus Avenue from the project's west property line to McCloud, approximately 250 feet west of the project's west property line or further west as may be required to its connection to the existing 36-inch diameter portion of Line F-4 located approximately 1,000 feet west of the project's west property line. The developer will be required to perform trench repairs per City standards including grind and overlay of existing pavement of at least one travel lane over the proposed storm drain.

LD67. Prior to rough grading plan approval, the developer shall secure any off-site drainage easements or permission to grade offsite, for any work that may occur outside of the project and public right-of-way boundaries, from the off-site property owner(s) to ensure the proper drainage for this project. This may include, but is not limited to, permission to grade offsite for the construction of the offsite concrete, reinforced, trapezoidal channel on the north side of Brodiaea Avenue between Wilmot Street and Quincy Channel, and the offsite concrete, reinforced v-ditch on the east side of Wilmot Street from Brodiaea Avenue south along the project frontage.

LD68. Prior to rough grading plan approval, the grading plans shall clearly demonstrate, with detail, the proper function and design of the water quality basins, Lots "AA" and "BB" shown on the tentative tract map. The design of the basins shall conform to City guidelines as found on the City's website. The water quality basin design, including inlet, outlet, overflow, maintenance access locations, shall be designed per the approval of the City engineer.

LD69. Prior to rough grading plan approval, the plan shall clearly show the extent of all existing easements on the property. A note shall be placed on the plan stating that existing easements across identified residential lots shall be vacated prior to approval of the precise grading plan and issuance of a building permit for those lots.

LD70. Prior to rough grading plan approval, written permission must be obtained from off-site property owner(s) for all off-site slope grading along the west, east, and upper south tract boundaries. Alternatively, retaining walls as approved by the Planning and Building & Safety Divisions may be proposed along the project boundary in case written permission for offsite slope grading cannot be obtained from adjacent property owners.

LD71. Prior to precise grading plan approval, existing easements that conflict with proposed building locations on certain lots identified on the plans, shall be vacated. These easements include: an easement in favor of Cactus Ranch, LLC for slope and temporary construction purposes recorded December 2, 2003 as Instrument No. 2003-942813, an easement in favor of Cactus Ranch, LLC for road and maintenance purposes recorded June 30, 2004 as Instrument No. 2004-0507104, an easement in favor of Eastern Municipal Water District for sewage transmission and incidental purposes recorded February 10, 2005 as Instrument No. 2005-0115848, and an easement in favor of Southern California Gas Company for facilities, ingress and egress recorded December 11, 2006 as Instrument No. 2006-0907731. The vacation of the Eastern Municipal Water District (EMWD) easement may be deferred, as approved by the City Engineer, until prior to building permit or until such time the facility within the easement is relocated within a proposed public street. Therefore, the EMWD easement may need to be vacated separately, after the final map records.

LD72. Prior to any grading plan approval, the plans shall clearly show that any slope near the public right-of-way has a minimum set-back area at 2% maximum of 2 feet before the start of the top or toe of slope. For areas with curb-separated sidewalk with back of walk (BOW) outside of the R/W, the 2-foot flat area shall be measured from BOW. This includes, but is not limited to, the proposed slope along Cactus Avenue.

LD73. Prior to issuance of building permits, the precise grading plan shall be approved and the final map recorded. No building permits for Lots 14- 15, 32, 34- 35, and 43 – 45, as shown on the tentative tract map dated 10/19/12 shall be issued until the Eastern Municipal Water District (EMWD) sewer is relocated to a proposed public street. The EMWD easement may need to be vacated separately, after the final map records.

LD74. Prior to approval of the final map, the map shall show the following:

a. **A 4-foot street right-of-way dedication on the north side of Cactus Avenue along the project south frontage to ensure a centerline to north right-of-way distance of 44 feet for a Minor Arterial, City Standard 105A.**

b. **A 7-foot street right-of-way vacation on the south side of Brodiaea Avenue along the project north frontage to ensure a centerline to south right-of-way distance of 33 feet for a Residential Collector, City Standard 107.**

c. **A 3-foot street right-of-way dedication on the west side of Wilmot Street along the project east frontage to ensure a centerline to west right-of-way distance of 33 feet for a Residential Collector, City Standard 107.**

d. **Sufficient right-of-way for a temporary cul-de-sac bulb at the end of Wilmot Street per City Standard 123.**

e. **A varying width street right-of-way dedication (44 feet to 51 feet) for a General Local Street, City Standard 108A Modified for Street "A", as shown on the tentative tract map dated 10/19/12.**

f. **The appropriate street right-of-way dedications within the subdivision to ensure a right-of-way distance of 60 feet for a General Local Street, City Standard 108A, for Streets "B", "D", "H", "J", "L" and portions of Streets "C", "E", "F", "K", as shown on the tentative tract map dated 10/19/12.**

g. **The appropriate street right-of-way dedications within the subdivision to ensure a right-of-way distance of 56 feet for a Short Local Street, City Standard 108B, for Streets "G", "I", "M" and portions of Streets "C", "E", "F", "K", as shown on the tentative tract map dated 10/19/12.**

h. **A 2-foot pedestrian access easement beyond the Cactus Avenue north street right-of-way for that portion of curb separated sidewalk, located outside of the proposed public right-of-way.**

i. **Public access and maintenance easements, 6 feet wide, following the alignment of the access sidewalk, within Lots W, X, and Y for a proposed sidewalk connection between the end of cul-de-sac Streets "F", "I", and "K" to the proposed Brodiaea Avenue multi-purpose trail. The landscaping and other improvements within Lots W, X, and Y shall be maintained by a Homeowner's Association.**

j. **A 12-foot wide multi-purpose trail easement on the south side of Brodiaea Avenue, east of Quincy Channel along the subdivision's north frontage.**

k. Landscape and water quality basin lots (Lots AA and BB) as shown on the tentative tract map dated 10/19/12 and a lot (Lot Z) over Quincy Channel dedicated to the public for future conveyance to Riverside County Flood Control & Water Conservation District.

l. A maintenance access easement on the north side of Cactus Avenue at the Quincy Channel crossing, granted to the City of Moreno Valley to allow the City future maintenance of the box culverts crossing Cactus Avenue.

m. Corner cutbacks per City Standard 208 at proposed subdivision street intersections with Cactus Avenue, Brodiaea Avenue, and Wilmot Street as well as at the southwest corner of Brodiaea Avenue and Wilmot Street.

n. The 60-foot wide street right-of-way vacation of Quincy Street between Brodiaea Avenue and Cactus Avenue.

LD75. Prior to final map approval, the Developer shall guarantee the construction of the following improvements by entering into a public improvement agreement and posting security. The improvements shall be completed prior to occupancy of the first building or at a timing otherwise identified on an approved phasing plan, or as otherwise determined by the City Engineer.

a. Cactus Avenue, Minor Arterial, City Standard 105A (88-foot RW / 64-foot CC) shall be constructed to half-width plus an additional 18 feet south of the centerline, along the project's south frontage. A 4-foot right-of-way dedication on the north side of the street, along the project's south property line, shall be made on the final map. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, cross gutter, spandrel, curb separated sidewalk, pedestrian access ramps, pedestrian crossing traffic control device for proposed street crossing at the Street "A" intersection, 5-foot high wrought iron fence behind existing south side curb extending 100 feet immediately west of the proposed crosswalk crossing, driveway approaches for water quality basin and Quincy Channel maintenance access, culvert extensions and as may be required, additional culverts, storm drain pipe, catch basin, local depression, any necessary offsite improvement transition/joins to existing, streetlights, and dry and wet utilities. The culverts underneath Cactus Avenue within Quincy Channel will need to be extended. Additional culverts may be required if the existing culverts do not have adequate capacity to convey 100-year storm channel flows underneath Cactus Avenue. A maintenance access easement granted to the City of Moreno Valley is required to allow the City future maintenance of the culverts.

b. Brodiaea Avenue, Collector, City Standard 107 Modified (66-foot RW / 44-foot CC) shall be constructed to half-width plus an additional 12 feet north of the centerline, along the project's north frontage. A 7-foot right-of-way vacation on the south side of the street, along the project's

north property line, shall be made on the final map. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, multi-purpose trail, pedestrian access ramps, driveway approaches for Quincy Channel maintenance access, catch basin, local depression, concrete trapezoidal channel with drainage appurtenances along the north side of the street, any necessary offsite improvement transition/joins to existing, streetlights, asphalt concrete berm on the north side of the street at proposed pavement edge, dry and wet utilities, and relocation of an existing power pole located at the southwest corner of Brodiaea Avenue and Wilmot Street. Sidewalk connections between the end of cul-de-sac Streets "F", "I", and "K" to the proposed Brodiaea Avenue multi-purpose trail shall be constructed and located within pedestrian access easements. Existing residence driveway, just west of Wilmot Street, on the north side of Brodiaea Avenue will require extension to the proposed edge of pavement. An existing power pole located at the southwest corner of Brodiaea Avenue and Wilmot Street shall be relocated outside of the proposed curb return intersection improvement.

c. Wilmot Street, Collector, City Standard 107 (66-foot RW / 44-foot CC) shall be constructed to half-width plus an additional 12 feet east of the centerline, along project frontage with a cul-de-sac bulb at its terminus. A 3-foot right-of-way dedication on the west side of the street, along the project's east property line, shall be made on the final map. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, drainage structures, concrete v-ditch with drainage appurtenances along the east side of the street, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, asphalt concrete berm on the east side of the street at proposed pavement edge, and dry and wet utilities. A reinforced, concrete v-ditch with cut off walls on both sides along the east side of the street and replacement of a culvert under Brodiaea Avenue shall be constructed. Existing residence driveway on the east side of Wilmot Street, just north of Brodiaea Avenue, will require extension to the proposed edge of pavement.

d. Street "A" General Local Street Modified (Varying Width RW from 44 feet to 51 feet) shall be constructed to full-width, within the tract's boundary, as shown on the tentative tract map. The appropriate right-of-way dedications shall be shown on the final map. Street "A" shall include parking bays located at each of the three street connections to Street "A". A direct pedestrian connection will be made to the Quincy Channel multi-purpose trail at each of these three intersections. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, any necessary drainage structures including catch basins, local depressions, storm drain laterals and storm drains, streetlights, pedestrian ramps, and dry and wet utilities.

e. Streets "B", "D", "H", "J", "L" and portions of Streets "C", "E", "F", "K" General Local Street, City Standard 108A (60-foot RW / 40-foot CC) shall

be constructed to full-width, within the tract's boundary, as shown on the tentative tract map dated 10/19/12. The appropriate right-of-way dedications shall be shown on the final map. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, any necessary drainage structures including catch basins, local depressions, storm drain laterals and storm drains, streetlights, pedestrian ramps, and dry and wet utilities.

f. Streets "G", "I", "M" and portions of Streets "C", "E", "F", "K" Short Local Street, City Standard 108B (56-foot RW / 36-foot CC) shall be constructed to full-width, within the tract's boundary, as shown on the tentative tract map dated 10/19/12. The appropriate right-of-way dedications shall be shown on the final map. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, any necessary drainage structures including catch basins, local depressions, storm drain laterals and storm drains, streetlights, pedestrian ramps, and dry and wet utilities.

g. Pavement core samples of existing pavement may be taken and findings submitted to the City for review and consideration of pavement improvements. The City will determine the adequacy of the existing pavement structural section. If the existing pavement structural section is found to be adequate, the developer may still be required to perform a one-tenth inch grind and overlay or slurry seal depending on the severity of existing pavement cracking, as required by the City Engineer. If the existing pavement section is found to be inadequate, the Developer shall replace the pavement to meet or exceed the City's pavement structural section standard.

h. It will be necessary for the developer to extend existing driveways along the north side of Brodiaea Avenue and the east side of Wilmot Street to proposed pavement edge. It may be necessary for the developer to grade or construct on private property in which case the developer will be required to obtain right-of-entry.

i. A multi-purpose trail on the south side of Brodiaea Avenue, 12-foot wide, (east of Quincy Channel) and on the west side of Quincy Channel, 16-foot wide, per City Standard 217C.

j. A reinforced, concrete, trapezoidal channel with 2-foot cut off wall, drain inlets per RCFC&WCD standards or equal, overside drains per Caltrans Standard D87D or equal, and lateral connections to the master storm drain line in Brodiaea Avenue, on the north side of Brodiaea Avenue, within public right-of-way, between Wilmot Street and Quincy Channel. Some related offsite grading, outside of the public right-of-way, may be required; if so, permission from property owner to grade onsite is required.

k. A reinforced, concrete, v-ditch with 1-foot cut off wall on the east side of Wilmot Street with overside drains per Caltrans Standard D87D or

equal, within public right-of-way, from Brodiaea Avenue south along project frontage.

l. Moreno Master Drainage Plan Line G-2 within public right-of-way in Brodiaea Avenue from approximately 350 feet west of Wilmot Street to Quincy Channel.

m. Moreno Master Drainage Plan Line G-3 within public right-of-way in Cactus Avenue, along project frontage from the project's east property line (at its intersection with Cactus Avenue) to Quincy Channel.

n. Moreno Master Drainage Plan Line G (Quincy Channel) between Brodiaea Avenue and Cactus Avenue including maintenance access road constructed per Riverside County Flood Control and Water Conservation District standards. A multi-purpose trail along the west side of Quincy Channel (east side of Street "A") is proposed. The trail along Quincy Channel will connect to the existing Cactus Avenue trail located on the south side of Cactus Avenue and to the proposed Brodiaea Avenue trail located on the south side of Brodiaea Avenue. The culverts underneath Cactus Avenue within Quincy Channel will need to be extended. Additional culverts may be required if the existing culverts do not have adequate capacity to convey 100-year storm channel flows underneath Cactus Avenue. A maintenance access easement granted to the City of Moreno Valley is required to allow the City future maintenance of the culverts.

o. Moreno Master Drainage Plan Line F-4 within public right-of-way in Cactus Avenue from the project's west property line to McCloud, approximately 250 feet west of the project's west property line or as may be required as determined by the City Engineer and Riverside County Flood Control and Water Conservation District to its connection to the existing 36-inch diameter portion of Line F-4 located approximately 1,000 feet west of the project's west property line. The developer will be required to perform trench repairs per City standards including grind and overlay of existing pavement of at least one travel lane over the proposed storm drain.

p. The culverts underneath Cactus Avenue within Quincy Channel will need to be extended. Additional culverts may be required if the existing culverts do not have adequate capacity to convey 100-year storm channel flows underneath Cactus Avenue. A maintenance access easement granted to the City of Moreno Valley is required to allow the City future maintenance of the culverts.

q. A full-width culvert crossing on Brodiaea Avenue over the Quincy Channel will be required to be constructed. Brodiaea Avenue shall accommodate a multi-use trail on the south side. A concrete trapezoidal channel shall be constructed on the north side of the street to capture northerly offsite flows. A multi-use trail shall be constructed on the south side of the street which will be located southerly of the existing power poles which carry high voltage overhead power lines.

LD76. Applicant shall submit Preliminary Water Quality Management Plan (P-WQMP) approval documents consisting of two Applicant-signed and notarized documents (both originals) that are also wet-stamped and signed by a California Registered Civil Engineer. Owner certification and notarization must be dated the day of, or more recent from, P-WQMP document preparation date of September 19, 2012.

LD77. Coordination with the City of Moreno Valley, Land Development Division, is required for acceptance of the access ramps to the filter media in both Basin AA and Basin BB. Access ramps provided include 90˚ and/or 180˚ turns that may not be accessible to certain maintenance vehicles.

LD78. In the Final WQMP, all water quality basin fore and aft bays shall be shown on the WQMP Exhibit and their design volumes shall be calculated based on the current Guidance document worksheets or Riverside County Flood Control and Water Conservation District's (RCFC&WCD's) Design Handbook for Low Impact Development Best Management Practices, dated September 2011 or later.

LD79. In the Final WQMP, sand filters within the water quality basins shall be designed using the approved final worksheets contained in the RCFC&WCD's Design Handbook for Low Impact Development Best Management Practices, dated September 2011 or later. At a minimum, the filter surface area shall meet the equation: VBMP ÷ 18.

LD80. The Applicant shall select and implement treatment control BMPs that are medium to highly effective for treating Pollutants of Concern (POC) for the project. POC include project pollutants associated with a 303(d) listing or a TMDL for receiving waters. Project POC include: nutrients, oxygen demanding substances, and pathogens (bacteria and viruses). Exhibit C of the document, "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006 shall be consulted for determining the effectiveness of proposed treatment BMPs.

LD81. Overall, the proposed treatment control concept is accepted as the conceptual treatment control BMP for the proposed site. The Applicant has proposed to incorporate the use of two water quality basins with sand filters. Final design details and appropriate filter calculations for the basins must be provided in the first submittal of the Final WQMP. The size of the treatment control BMPs are to be determined using the procedures set forth in Exhibit C of the Riverside County Guidance Document. The Applicant acknowledges that more area than currently shown on the plans may be required to treat site runoff as required by the WQMP guidance.

LD82. The Applicant shall substantiate the applicable Hydrologic Condition of Concern (HCOC) (WQMP Section IV) in the Final WQMP. The HCOC designates that the project will comply with Condition A; therefore, the condition must be addressed in the Final WQMP.

LD83. The Applicant shall, prior to building or grading permit closeout or the issuance of a certificate of occupancy, demonstrate:

a. That all structural BMPs have been constructed and installed in conformance with the approved plans and specifications;

b. That all structural BMPs described in the Final WQMP have been implemented in accordance with approved plans and specifications;

c. That the applicant is prepared to implement all non-structural BMPs included in the F-WQMP, conditions of approval, and building/grading permit conditions; and

d. That an adequate number of copies of the approved Final WQMP are available for the future owners/occupants of the project.

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL
Case No: PA12-0004 (CUP for a PUD) and PA12-0005 (TTM 36436)
APNs: 478-090-007, 478-090-036, 478-100-009, 478-100-010, and 478-100-034
10.22.12 Revised

PUBLIC WORKS DEPARTMENT

Special Districts Division

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Special Districts' Conditions of Approval for project **PA12-0005**; this project shall be completed at no cost to any Government Agency. All questions regarding Special Districts' Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Special Districts Division of the Public Works Department 951.413.3480.

General Conditions

SD-1 The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks & Community Services) and C (Arterial Street Lighting). All assessable parcels therein shall be subject to annual Zone A and Zone C charges for operations and capital improvements.

SD-2 *Plans for parkway, median, slope, and/or open space landscape areas designated on the tentative map or in these Conditions of Approval for incorporation into Moreno Valley Community Services District **Zone D**, shall be prepared and submitted in accordance with the *City of Moreno Valley Public Works Department Landscape Design Guidelines*. Contact the Special Districts Division of the Public Works Department to obtain copies of this document.

SD-3 *In the event the Moreno Valley Community Services District determines that funds authorized by Proposition 218 mail ballot proceeding are insufficient to meet the costs for parkway, slope, and/or open space maintenance and utility charges (**Zone D**), the District shall have the right, at its option, to terminate the grant of any or all parkway, slope, and/or open space maintenance easements. This power of termination, should it be exercised, shall be exercised in the manner provided by law to quit claim and abandon the property so conveyed to the District, and to revert to the developer or the developer's successors in interest, all rights, title,

and interest in said parkway, slope, and/or open space areas, including but not limited to responsibility for perpetual maintenance of said areas.

SD-4 *The developer, or the developer's successors or assignees shall be responsible for all parkway and/ or median landscape maintenance for a period of one (1) year as per the *City of Moreno Valley Public Works Department Landscape Design Guidelines,* or until such time as the District accepts maintenance responsibilities.

SD-5 Any damage to existing landscape areas maintained by the Moreno Valley Community Services District due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the Moreno Valley Community Services District.

SD-6 *Plan check fees for review of parkway/median landscape plans for improvements that shall be maintained by the Moreno Valley Community Services District are due upon the first plan submittal. (MC 3.32.040)

SD-7 *Inspection fees for the monitoring of landscape installation associated with Moreno Valley Community Services District maintained parkways/medians are due prior to the required pre-construction meeting. (MC 3.32.040)

SD-8 Streetlight Authorization forms, for all streetlights that are conditioned to be installed as part of this project, must be submitted to the Special Districts Division for approval, prior to streetlight installation. The Streetlight Authorization form can be obtained from the utility company providing electric service to the project, either Moreno Valley Utility or Southern California Edison.

Prior to Recordation of Final Map

SD-9 (R) This project has been conditioned to provide a funding source for the continued maintenance, enhancement, and or retrofit of parks, open spaces, linear parks, and/or trail systems. In order for the Developer to meet the financial responsibilities to fund the defined maintenance, one of the options as outlined below shall be selected. The Developer must notify Special Districts of intent to record final map 90 days prior to City Council action authorizing recordation of the map and the financial option selected to fund the continued maintenance.

a. Participate in a special election for annexation into **Community Facilities District No. 1**; or
b. Establish an endowment to cover future maintenance costs for new neighborhood parks.

Annexation to CFD No. 1 shall be completed <u>or</u> proof of payment to establish the endowment shall be provided prior to the issuance of the first building permit for this project.

SD-10 (R) This project has been identified to be included in the formation of a Community Facilities District (Mello-Roos) for **Public Safety** services, including but not limited to Police, Fire Protection, Paramedic Services, Park Rangers, and Animal Control services. The property owner(s) shall not protest the formation; however, they retain the right to object to the rate and method of maximum special tax. In compliance with Proposition 218, the developer shall agree to approve the mail ballot proceeding (special election) for either formation of the CFD or annexation into an existing district that may already be established. The Developer must notify Special Districts of intent to record final map 90 days prior to City Council action authorizing recordation of the map. (California Government Code)

SD-11 (R) This project is conditioned to provide a funding source for the capital improvements, energy charges, and maintenance for residential street lighting. In order for the Developer to meet the financial responsibility to maintain the defined service, one of the options as outlined below shall be selected. The Developer must notify Special Districts of intent to record final map 90 days prior to City Council action authorizing recordation of the map and the financial option selected to fund the continued maintenance.

a. Participate in a ballot proceeding for **residential street lighting** and pay all associated costs with the ballot process and formation costs, if any. Financing may be structured through a Community Services District zone, Community Facilities District, Landscape and Lighting Maintenance District, or other financing structure as determined by the city; or
b. Establish a Home Owners Association (HOA) to maintain the residential streetlights; or
c. Establish an endowment to cover future maintenance costs for the residential streetlights.

The financial option selected shall be in place prior to the issuance of the first building permit.

SD-12 (R) This project is conditioned to install and maintain parkway/median landscape. The Developer's responsibility is to provide a funding source for the capital improvements and the continued maintenance of the landscaped area. In order for the Developer to meet the financial

responsibility to maintain the defined services, one of the options as outlined below shall be selected. The Developer must notify Special Districts of intent to record final map 90 days prior to City Council action authorizing recordation of the map and the financial option selected to fund the continued maintenance.

a. Participate in a ballot proceeding for **standard/extensive landscape** program maintenance and pay all associated costs with the ballot process and formation costs, if any. Financing may be structured through a Community Services District zone, Community Facilities District, Landscape and Lighting Maintenance District, or other financing structure as determined by the city; or
b. Establish a Home Owners Association (HOA) to maintain the landscaped area; or
c. Establish an endowment to cover the future landscape program maintenance costs of the landscaped area.

The financial option selected shall be in place prior to the issuance of the first building permit.

SD-13 *Residential* (R) If Land Development, a Division of the Community and Economic Development Department, requires this project to supply a funding source necessary to provide, but not limited to, stormwater utilities services for the required continuous operation, maintenance, monitoring, system evaluations and enhancements, remediation and/or replacement, the developer must notify Special Districts of intent to record final map 90 days prior to City Council action authorizing recordation of the map and the financial option selected to fund the continued maintenance. (California Government Code)

SD-14 (R) Prior to recordation of the final map, the developer, or the developer's successors or assignees, shall record with the County Recorder's Office a **Covenant of Assessments** for each assessable parcel therein, whereby the developer covenants the existence of the Moreno Valley Community Services District, its established benefit zones, and that said parcel(s) is (are) liable for payment of annual benefit zone charges and the appropriate National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate schedule when due. A copy of the recorded Covenant of Assessments shall be submitted to the Special Districts Division. For a copy of the Covenant of Assessments form, please contact Special Districts, phone 951.413.3480.

SD-15 *(R) Easements for reverse frontage parkway and slope landscape areas abutting **Cactus Ave.** and **Brodiaea Ave.** shall be **6ft** or to top of parkway

facing slope or to face of perimeter tract wall, whichever is greater. Easements shall be dedicated to the City Moreno Valley for landscape maintenance purposes, and shall be depicted on the final map, and an offer of their dedication made thereon.

SD-16 *(R) All necessary documents to convey to the District any required easements for parkway and/or slope maintenance as specified on the tentative map or in these Conditions of Approval shall be submitted by the developer prior to the recordation of the final map.

Prior to Building Permit Issuance

SD-17 (BP) This project has been identified to be included in the formation of a Map Act Area of Benefit Special District for the construction of **major thoroughfares and/or freeway** improvements. The property owner(s) shall participate in such District, and pay any special tax, assessment, or fee levied upon the project property for such District. At the time of the public hearing to consider formation of the district, the property owner(s) will not protest the formation, but the property owners(s) will retain the right to object if any eventual assessment is not equitable, that is, if the financial burden of the assessment is not reasonably proportionate to the benefit which the affected property obtains from the improvements which are to be installed. (Street & Highway Code, GP Objective 2.14.2, MC 9.14.100)

SD-18 (BP) Prior to the issuance of the first building permit for this project, the developer shall pay Advanced Energy fees for all applicable Zone B (Residential Street Lighting) and/or Zone C (Arterial Street Lighting and Intersection Lighting) streetlights required for this development. Payment shall be made to the City of Moreno Valley, as collected by the Land Development Division, based upon the Advanced Energy fee rate in place at the time of payment, as set forth in the current Listing of City Fees, Charges and Rates, as adopted by City Council.

The developer shall provide a receipt to the Special Districts Division showing that the Advanced Energy fees have been paid in full for the number of streetlights to be accepted into the CSD Zone B and/or Zone C programs. Any change in the project which may increase the number of streetlights to be installed will require payment of additional Advanced Energy fees at the then current fee.

SD-19 *(BP) Final median, parkway, slope, and/or open space landscape/irrigation plans for those areas designated on the tentative map or in these Conditions of Approval for inclusion into Community Services District shall be reviewed and approved by the Community and Economic

Development Department–Planning Division, and the Public Works Department–Special Districts and Transportation Divisions prior to the issuance of the first Building Permit.

SD-20 *(BP) Parkway and/or median landscaping specified in the tentative map or in these Conditions of Approval shall be constructed prior to the issuance of 25% (or 40) of the dwelling permits for this tract or 12 months from the issuance of the first dwelling permit, which ever comes first. In cases where a phasing plan is submitted, the actual percentage of dwelling permits issued prior to the completion of the landscaping shall be subject to the review of the construction phasing plan.

Prior to Certificate of Occupancy

SD-21 *(CO) Landscape and irrigation plans for parkway, median, slope, and/or open space landscape areas designated for incorporation into Moreno Valley Community Services District shall be placed on compact disk (CD) in pdf format. The CD shall include "As Built" plans, revisions, and changes. The CD will become the property of the City of Moreno Valley and the Moreno Valley Community Services District.

*** These conditions will apply if the developer elects to have the CSD maintain the parkway landscaping that is required to be installed as a result of this development.**

MORENO VALLEY
WHERE DREAMS SOAR

Public Works
Transportation Engineering Division

MEMORANDUM

To: Julia Descoteaux, Associate Planner

From: Michael Lloyd, Senior Engineer

Date: November 21, 2012

Subject: **Conditions of Approval for PA12-0004/0005** – Conditional Use Permit and Tentative Tract Map 36436 for 159 single family residential units in a Planned Unit Development located at Cactus Avenue and Quincy Street.

Attached are the Transportation Engineering Conditions of approval for the subject project.

CITY OF MORENO VALLEY

CONDITIONS OF APPROVAL
PA12-0004/0005

Conditional Use Permit and Tentative Tract Map 36436 for 159 single family residential units in a Planned Unit Development located at Cactus Avenue and Quincy Street.

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

Transportation Engineering Division – Conditions of Approval

Based on the information contained in our standard review process we recommend the following conditions of approval be placed on this project:

GENERAL CONDITIONS

TE1. Conditions of approval may be modified if project is phased or altered from any approved plans.

TE2. Cactus Avenue is designated as a Minor Arterial (88'RW/64'CC). Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility.

TE3. Brodiaea Avenue is designated as a Collector (66'RW/44'CC) per City Standard Plan No. 107. Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility.

TE4. Wilmot Street is designated as a Collector (66'RW/44'CC) per City Standard Plan No. 107. Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility.

TE5. Street "A" is designated as a modified Local Street (56'RW/36'CC) per City Standard Plan No. 108A. Any improvements undertaken by this project shall be consistent with the City's standards for this facility or as approved by the City Engineer. A landscaped, raised median shall be installed on the north leg of the Street "A" and Cactus Avenue intersection such that the pedestrian crosswalk is not obstructed and sight distance is not obscured.

PRIOR TO IMPROVEMENT PLAN APPROVAL OR CONSTRUCTION PERMIT

TE6. The driveways in public right of way shall conform to Section 9.11.080, and Table 9.11.080-14 of the City's Development Code - Design Guidelines, and City Standard Plan No. 117.

TE7. Sight distance at driveways and on streets shall conform to City of Moreno Valley Standard No. 125A, B, C at the time of preparation of final grading, landscape, and street improvements.

TE8. Prior to the final approval of the street improvement plans, a signing and striping plan shall be prepared per City of Moreno Valley Standard Plans - Section 4 for all streets. **The signing and striping plan shall include enhanced pedestrian crossings to the satisfaction of the City Traffic Engineer for the following locations:**

- **Cactus Avenue at Street "A" (location will include beacons to the satisfaction of the City Traffic Engineer)**
- **Street "A" at Arabesque Lane.**

TE9. Prior to issuance of a construction permit, construction traffic control plans prepared by a qualified, Registered Civil or Traffic engineer may be required.

PRIOR TO CERTIFICATE OF OCCUPANCY OR BUILDING FINAL

TE10. (CO) Prior to issuance of a certificate of occupancy, all approved signing and striping shall be installed per current City Standards and the approved plans.

TE11. (CO) Prior to the issuance of a certificate of occupancy, the project applicant shall construct the improvements identified in TE8. Construction shall be completed per the approved plans and coordinated with the street improvements.

TE12. (CO) Prior to the issuance of the final certificate of occupancy, the City Traffic Engineer shall review traffic operations at that time for Arborglenn Drive, Wilmot Street, and Brodiaea Avenue. If the City Traffic Engineer finds that traffic calming measures are needed due to project related traffic, then the project applicant shall design and install traffic calming measures at the direction and to the satisfaction of the City Traffic Engineer prior to the final certificate of occupancy.

PRIOR TO ACCEPTANCE OF STREETS INTO THE CITY-MAINTAINED ROAD SYSTEM

TE13. Prior to the acceptance of streets into the City-maintained road system, all approved traffic control and signing and striping shall be installed per current City Standards and the approved plans.

CITY OF MORENO VALLEY
FINAL CONDITIONS OF APPROVAL FOR TTM 36436
Case No. PA12-0004 & PA12-0005

PARKS AND COMMUNITY SERVICES DEPARTMENT

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Parks and Community Services Department Conditions of Approval for projects **PA12-0004 and PA12-0005**. This project shall be completed at no cost to any Government Agency. All questions regarding Parks and Community Services Department Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Parks and Community Services Department 951.413.3163. The applicant is fully responsible for communicating with the Parks and Community Services Department project manager regarding the conditions.

PCS-1 SPECIFIC CONDITIONS OF APPROVAL

PR-1 Per the General Plan, Multi-use trails are designated for Tract 36436. The trails shall be located on the south side of Brodiaea Avenue (Trail 'A') and on the west side of the Quincy Channel (Trail 'B'). The trail shall conform to the City of Moreno Valley Parks and Recreation Department "Park Specification Guide", "Trail Specification Guide", "City of Moreno Valley Standard Plans", and connect with adjacent trails. The developer shall comply with the following:

a. The gross width of Trail 'A' shall be minimum 11', incorporating concrete curb, PVC trail fencing and stabilized decomposed granite. The trail shall be shown as an easement from the newly formed HOA, on the Map.

b. The gross width of the Trail 'B' shall be a minimum of 16', incorporating PVC fencing, 3-cable/chain link fencing adjacent to the channel, steel access gates, concrete edging, and stabilized decomposed granite. If the applicant desires other improvements adjacent to the curb, they shall be approved by Parks and Community Services, prior to Planning Commission review. The trail shall be an easement to the CSD for recreation and maintenance purposes. The applicant shall coordinate the trail project with Riverside County Flood Control to determine exact width and channel access. This shall be completed prior to approval of the tentative map.

c. Trail section 'B' shall contain exercise equipment per CEDD and P&CS. Equipment manufacturer and type shall be specified by P&CS and shown in the trail plans. Submittals for exercise equipment must be approved by P&CS prior to installation. Applicant shall establish a funding mechanism for P&CS to maintain and/or replace equipment. These items are required prior to approval of the final map.

d. A trail crossing shall be provided at Quincy Street to the trail on the south side of Cactus Ave. The applicant shall construct all improvements necessary to connect with the Cactus Avenue trail. An approved crossing shall be installed.

e. Prior to the approval of the Final Map, a detailed trail improvement plan, showing the trail and areas adjacent to the trail, including the exercise stations shall be submitted to the Planning Official and the Director of Parks and Community Services or his/her designee prior for review and written approval.

f. The required multi-use trail along Brodiaea Avenue (east of the Channel) and the landscaping areas connecting the proposed cul-de-sacs to Brodiaea, shall be constructed along with the development on the east side of the Channel and completed with the occupancy of the sixtieth production house on the east side.

g. The required multi-use trail with exercise stations along Street A (Quincy Street) and the trail/sidewalk improvements along Brodiaea Avenue (west of the Channel), shall be completed with the development of the west side of the Channel and completed with the occupancy of the thirtieth production house on the west side

PCS-2 Parks and Community Services Department
Standard Trail Conditions:

a. Park and trail construction shall adhere to: The City's Standard Plans, 'The Greenbook Standard Specifications for Public Works Construction', 'California Code of Regulations Title 24' (where applicable), and the Park and Community Services Specification Guide.
b. The General Contractor shall be a State of California Class 'A' General Engineering Contractor, per the Business and Professions Code Section 7056, or a combination of State of California Class 'C' licenses for which the work is being performed. Licenses must be current and in good standing, for the duration of the project.
c. All utility easements shall not interfere with the trail or its fencing. A map of all easements and the corresponding easement rights shall be presented to Parks and Community Services prior to scheduling the Tentative Map for approval.
d. (R) A restriction shall be placed on lots that are adjacent to the park and trail, preventing openings or gates accessing these facilities. This shall be done through Covenants, Conditions, and Restrictions (CC&R's). A copy of the CC&R's with this/her restriction noted shall be submitted and approved by the Director of Parks and Community Services or his/her designee prior to the recordation of the Final Map.
e. Trails shall not be shared with any above ground utilities, blocking total width access.
f. The following plans require Parks and Community Services written approval: Tentative tract/parcel maps; rough grading plans (including all Delta changes); Final Map; precise grading plans; street improvement plans; traffic signal plans; fence and wall plans; landscape plans for areas adjacent to trails; trail improvement plans.
g. (GP) A detailed rough grading plan with profile for the park and trail shall be submitted and approved by the Director of Parks and Community Services or his/her designee prior to the issuance of grading permits.
h. Grading certification and compaction tests are required, prior to any improvements being installed.
i. A minimum two-foot graded bench is required where trails adjoin landscaped or open space areas.
j. (R) All necessary documents to convey to the City and/or the Community Services District any required dedications for parks or open space, as specified on the tentative map or in these Conditions of Approval shall be submitted by the developer to Parks and Community Services, prior to the recordation of the final map.
k. (R) Prior to recordation of the Final Map, the developer shall post security (bonds) to guarantee construction of the park and trail to the City's standards. Copies of the bonds shall be provided to Parks and Community Services, prior to the approval of the Final Map.
l. (BP) Prior to the issuance of the first Building Permit, final improvement plans (mylars and AutoCAD & PDF file on a CD-ROM) shall be reviewed and approved by the Community Development Department – Planning Division; the Public Works Department – Land Development and Transportation Division; Fire Prevention; and Parks and Community Services Department. Landscaped areas adjacent to the park shall be designed to prevent water on the trail.
m. Eight sets of complete park and trail improvement plans shall be submitted to Parks and Community Services for routing. Adjacent landscaping and walls shall be shown on the plans. Final construction plans and details require wet stamped and signed Mylars, eight sets of bond copies and one Mylar copy from the City signed mylars, the AutoCAD file on CD, and a PDF file on CD. As-builts for the trails have the same requirements as final plan submittals.

n. All street crossings of trails shall be signed with approved trail signs, and posts. All improved equestrian trail crossings at signalized intersections that are constructed at their ultimate locations shall have six-foot high mounted push buttons. These shall be coordinated through the Transportation Division.

o. CSD Zone 'A' plan check fees shall be paid prior to the second plan check and approval of the Final Map.

p. CSD Zone 'A' inspection fees shall be paid prior to signing of Mylars.

q. (BP) The trail shall be surveyed and staked by the developer. The trail shall be inspected and approved by the Director of Parks and Community Services or his/her designee prior to the issuance of any building permits for production units.

r. Any damage to parks, trails, and/or fencing during construction shall be repaired by the developer and inspected by the Director of Parks and Community Services or his/her designee; prior to the last phase of building permit issuance.

s. A minimum 38' radius shall be incorporated on all trails where a change of direction occurs (minor or major). Additionally, widening of the trail is necessary in most situations.

t. Drive approaches shall adhere to City Std. Plan #118C.

u. Concrete access areas to trails with decomposed granite surfaces shall be rough finished concrete (typically raked finish). The access shall extend to the main trail flat surface.

v. (BP) In order to prevent the delay of building permit issuance, any deviation from material specifications shall be submitted to Director of Parks and Community Services or his/her designee and approved in writing 60-days prior to the commencement of trail construction.

w. Any unauthorized deviation from the approved plan, specifications, City Standard Plans, or Conditions of Approval may result in the delay of building permit issuance and/or building Finals/ Certificate of Occupancy of the project conditioned for improvements.

x. Where required, decorative solid-grouted block wall (no precision block, stucco, veneer finishes, PVC, or wood fencing) with a minimum height of 72" on the trailside shall be installed along lots that adjoin the trail. Block walls shall be located solely on private property. If landscaping is to be utilized between the block wall and the trail, a PVC fence shall be installed along the trail separating the landscaping from the trail (where required). All block walls that have public view shall have an anti-graffiti coating per Parks and Community Services specifications. Combination block/tubular steel fences shall only be utilized where approved by Parks and Community Services. Tubular steel shall comply with Parks and Community Services standards. Coating for tubular steel shall be anti-graffiti coating for metal per Parks and Community Services specifications. If alternate products are requested, the requested material(s) shall be presented to the Director of Parks and Community Services or his/her designee for review and approval. Under <u>no</u> circumstances can alternate products be utilized without prior written authorization from the Director of Parks and Community Services or his/her designee.

y. Any damage to existing landscape or hardscape areas due to project construction shall be repaired and/or replaced by the developer, or developer's successors in interest, at no cost to the City or Community Services District.

z. All inspections shall be requested two (2) working days in advance from the Parks and Community Services Department at the time of rough and precise grading; fence and gate installation; curb and drainage; flatwork; D.G. installation; graffiti coating; and final inspection.

PCS-3 (R) If Special Districts, a Division of the Public Works Department, requires this project to supply a funding source for the continued maintenance, enhancement, and or retrofit of neighborhood parks, open spaces, linear parks, and/or trails systems, the Developer must notify Special Districts of intent to record the final map 70 days prior to recordation of the final map and the financial option selected to fund the continued maintenance. (California Government Code, GP Chapter 2.7)

PCS-3b (BP) If Special Districts, a Division of the Public Works Department, requires this project to supply a funding source for the continued maintenance, enhancement, and or retrofit of neighborhood parks, open spaces, linear parks, and/or trails systems, the Developer must notify Special Districts of intent to request building permits 70 days prior to their issuance and the financial option selected to fund the continued maintenance. (California Government Code, GP Chapter 2.7)

PCS-4 The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks and Community Services). All assessable parcels therein shall be subject to the annual Zone A charge for operations and capital improvements.

PCS-5 (R) Prior to recordation of the final map, the developer, or the developer's successors or assignees, shall supply a copy of the recorded Declaration of Covenant and Acknowledgement of Assessments to the Parks and Community Services Department.

PCS-6 (BP) Prior to release of building permit, the developer, or the developer's successors or assignees shall supply a copy of the recorded Declaration of Covenant and Acknowledgement of Assessments to the Parks and Community Services Department.

PCS-7 (BP) This project is subject to current Development Impact Fees.

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL
Case No: PA12-0004, -0005, TTM 36436
APNs: 478-090-007, 478-090-036,
478-100-009, 478-100-010, 478-100-034
July 18, 2012

PUBLIC WORKS DEPARTMENT

Moreno Valley Utility

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Moreno Valley Utility's Conditions of Approval for project(s) PA12-0004, 0005, TTM 36436; this project shall be completed at no cost to any Government Agency. All questions regarding Moreno Valley Utility's Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from Moreno Valley Utility (the Electric Utility Division) of the Public Works Department 951.413.3500. The applicant is fully responsible for communicating with Moreno Valley Utility staff regarding their conditions.

PRIOR TO ENERGIZING MVU ELECTRIC UTILITY SYSTEM AND CERTIFICATE OF OCCUPANCY

MVU-1 (R) For single family subdivisions, a three foot easement along each side yard property line shall be shown on the final map and offered for dedication to the City of Moreno Valley for public utility purposes, unless otherwise approved by the City Engineer. If the project is a multi-family development, townhome, condominium, apartment, commercial or industrial project, and it requires the installation of electric distribution facilities within common areas, a non-exclusive easement shall be provided to Moreno Valley Utility to include all such common areas. All easements shall include the rights of ingress and egress for the purpose of operation, maintenance, facility repair, and meter reading.

MVU-2 (BP) **City of Moreno Valley Municipal Utility Service – Electrical Distribution**: Prior to constructing the MVU Electric Utility System, the developer shall submit a detailed engineering plan showing design, location and schematics for the utility system to be approved by the City Engineer. In accordance with Government Code Section 66462, the Developer **shall** execute an agreement with the City providing for the installation, construction, improvement and dedication of the utility system following recordation of final

map and concurrent with trenching operations and other subdivision improvements so long as said agreement incorporates the approved engineering plan and provides financial security to guarantee completion and dedication of the utility system.

The Developer **shall** coordinate and receive approval from the City Engineer to install, construct, improve, and dedicate to the City, or the City's designee, all utility infrastructure (including but not limited to conduit, equipment, vaults, ducts, wires, switches, conductors, transformers, resistors, amplifiers, and "bring-up" facilities including electrical capacity to serve the identified development and other adjoining/abutting/ or benefiting projects as determined by Moreno Valley Utility) – collectively referred to as "utility system" (to and through the development), along with any appurtenant real property easements, as determined by the City Engineer to be necessary for the distribution and /or delivery of any and all "utility services" to each lot and unit within the Tentative Map. For purposes of this condition, "utility services" shall mean electric, cable television, telecommunication (including video, voice, and data) and other similar services designated by the City Engineer. "Utility services" shall not include sewer, water, and natural gas services, which are addressed by other conditions of approval. Properties within development may be subject to an electrical system capacity charge and that contribution will be collected prior to issuance of building permits.

The City, or the City's designee, shall utilize dedicated utility facilities to ensure safe, reliable, sustainable and cost effective delivery of utility services and maintain the integrity of streets and other public infrastructure. Developer shall, at developer's sole expense, install or cause the installation of such interconnection facilities as may be necessary to connect the electrical distribution infrastructure within the project to the Moreno Valley Utility owned and controlled electric distribution system. Alternatively, developer may cause the project to be included in or annexed to a community facilities district established or to be established by the City for the purpose of financing the installation of such interconnection and distribution facilities. The project shall be deemed to have been included in or annexed to such a community facilities district upon the expiration of the statute of limitations to any legal challenges to the levy of special taxes by such community facilities district within the property. The statute of limitations referred to above will expire 30 days after the date of the election by the qualified electors within the project to authorize the levy of special taxes and the issuance of bonds.

MVU-3 This project may be subject to a Reimbursement Agreement. The project is responsible for a proportionate share of costs associated with electrical distribution infrastructure previously installed that directly benefits the project. The project may be subject to a system wide capacity charge in addition to the referenced reimbursement agreement. Payment(s) shall be required prior to issuance of building permit(s).

PLANNING COMMISSION STAFF REPORT

Case:	**PA12-0004 (Conditional Use Permit PUD)** **PA12-0005 (Tentative Tract Map for PUD)** **PA12-0029 (Change of Zone)** **PA12-0030 (General Plan Amendment)** **P12-129 (Variance)**
Date:	January 17, 2013
Applicant:	CV Communities, LLC.
Representative:	Ryan Thomas
Location:	South of Brodiaea Avenue to Cactus Avenue & east and west of the Quincy Channel
Proposal:	Tentative Tract Map 36436, a Conditional Use Permit, a Variance, a Change of Zone and a General Plan Amendment subdividing 43.52 acres into 159 single family residential lots within a Planned Unit Development, modifying the zoning from Residential single family 10 (RS10), Residential 10 (R10) and Residential 15 (R15) multi-family to Residential 5 (R5) with lots ranging from 6,000 to 15,298 square feet and the General Plan amendment to be consistent with the proposed development and the surrounding area and a Variance proposed for higher retaining walls due to the change in grade from the adjacent parcel to the east.
Recommendation:	Approval

SUMMARY

The applicant, CV Communities, LLC., has submitted an application for a Tentative Tract Map 36436 to subdivide 43.52 acres into 159 single family residential lots. The application includes a Conditional Use Permit for a Planned Unit Development, a Variance for higher retaining walls due to the change in grade from the adjacent parcel to the east, a Change of Zone modifying the zoning from Residential single family 10 (RS10), Residential 10 (R10) and Residential 15 (R15) multi-family to Residential 5 (R5) with lots ranging from 6,000 to 15,298 square feet and a General Plan Amendment to remove Quincy Street from the circulation element of the General Plan.

PROJECT DESCRIPTION

Project

General Plan Amendment

The project includes a General Plan Amendment to modify the Land Use and Circulation Elements. The proposed tract eliminates the connection of Quincy Street to Brodiaea Avenue, a collector road in the General Plan between Brodiaea Avenue and Cactus Avenue. The Transportation Engineering Division has reviewed the proposal and determined the elimination of the direct connection of these two streets will not have an impact on the surrounding area or the proposed project. Pedestrian and bicycle access between the two streets would be provided along the Quincy Street alignment by an adjacent multi-use trail, while vehicular access would be provided by Quincy to Cactus and adjacent tract streets to Brodeaia. The project will be conditioned to name street "A" Quincy as the street name is of historical value as one of the original streets in the Valley dating back to 1891 of the Bear Valley Map.

The existing land use includes Residential single family 10 (RS10), Residential 10 (R10) and Residential 15 (R15) multi-family. The proposed General Plan Amendment includes the land use change to Residential 5 (R5) which is the closest designation to the project design and density and is consistent with the surrounding residential area.

Change of Zone

The proposed project includes a request for a Change of Zone. The current zoning is RS10, R10 and R15 which allows for small lots and multi-family projects. The proposed Change of Zone requests a Residential 5 (R5) zone to provide for single family residential lots larger than the existing zoning allows. The maximum density of the R5 is five (5) units per acre. The proposed tract has a density of 4.41 units per gross acre, well below the R5 maximum. The R5 zoning provides the closest density to the proposed development and is consistent with the existing adjacent single family developments.

Tentative Tract Map 36436

The Tentative Tract Map will subdivide 43.52 acres into 159 residential lots. The lots will range from 6,000 square feet to 15,298 square feet with a proposed density of 4.41 units per gross acre/ 3.65 per net acre. The Tentative Map will include a multi-use trail extending along Brodiaea Avenue and south to Cactus Avenue adjacent to the Quincy Channel. The Quincy Channel will remain in the same location.

The design of the tract includes 45 lots on the west side of the channel with the remaining 114 on the east side of the channel. Two water quality basins will be constructed one on each side of the channel.

Conditional Use Permit for a Planned Unit Development

The proposed project includes a Conditional Use Permit for a Planned Unit Development (PUD). The purpose of the PUD is to provide specific development guidelines for this project. A PUD provides for greater innovation in housing development including a variation in lot sizes and amenities not found in standard housing tracts.

The proposed PUD provides guidelines for multiple architectural styles of housing. The proposed design standards meet or exceed City-wide standards in the Municipal Code. All development within the tract is required to meet the standards as stated in the PUD including plotting, setbacks and four sided architecture. The PUD will require a pedestrian oriented environment. The multi-use trail along the Quincy Channel will include exercise equipment with parking provided along the trail to encourage usage. Enhanced landscaping and a multi-use trail are provided on Brodiaea Avenue. Entry monuments will be provided at lots 33 and 158 along Cactus Avenue to include decorative stone pilasters, a stone seatwall, arbors and enhanced landscaping.

Variance

A Variance is proposed to allow for an increase in the retaining wall height on the south east and west portion of the project. The City's Municipal Code allows for a maximum of 3 feet in height for a retaining wall along a property line. The applicant was unsuccessful in obtaining an approval for off-site grading from the adjacent property owner. The provision of on-site rear yard slopes would result in a reduction in usable rear yard area and privacy. Development of the adjacent site will likely require higher grades to drain that property, with a future developed condition with little or no visible retaining wall.

Site

The site is 43.52 acres of vacant land located between Brodiaea Avenue and Cactus Avenue on both the east and west sides of the Quincy Channel. The site has been disked in the past for weed abatement.

Surrounding Area

Properties to the north include vacant land and larger lot developed single family residences with R3 zoning. Properties to the east are vacant and zoned R5, RS10 and R15. To the west and south include existing single family developments zoned RS10 and SP193ML on parcels ranging in size from 5,200 square feet to 8,000 square feet, consistent with the proposed development.

Access/Parking

The project will access from two main entry points on Cactus Avenue. Arabesque Drive from the existing westerly development will be improved and provide a connection to Street A (Quincy Street). Arabesque currently connects to an interim secondary fire access road for the existing tract of homes to the west of the proposed project.

Design/Landscaping

The landscaping and design of the proposed houses will require an Administrative Plot Plan for review and approval per the standards in the PUD.

The proposed project provides for a good transition from tracts in Moreno Valley Ranch to the south of Cactus Avenue, which are smaller (minimum lot size 5,200 square feet), and R3 zone to the north of Brodiaea Avenue (minimum lot size 10,000 square feet). Further transition to the R3 zone is provided by the trail to be provided by the project along the south side of Brodiaea and that none of the project's lots access directly from Brodiaea. The existing development to the west has a similar range of lot sizes to the proposed project.

REVIEW PROCESS

The project was submitted February 13, 2012, with a Project Review Staff Committee meeting held March 27, 2012. Several revisions were requested and resubmitted by the applicant. All relevant issues have been adequately addressed to the satisfaction of all parties.

ENVIRONMENTAL

The project site is a 43.52 acre site located on the on the south side of Brodiaea Avenue to Cactus Avenue on both the east and west sides of the Quincy Channel The proposed Plot Plan with the approval of the General Plan Amendment and the Change of Zone will be consistent with the General Plan and the zoning for the site.

A Biological Assessment for the property was prepared on November 6, 2012 by Glenn Lukos Associates, Inc. The project site contains suitable habitat with the potential to support burrowing owls, including ground squirrel burrows. However, no burrowing owls or diagnostic owl sign were detected during focused surveys and the 30-day pre-construction will be required prior to grading.

The project site contains a portion of the Quincy Channel, portions which are within the jurisdiction of the Corps, CDFG and Regional Board. The impacts to jurisdictional waters will require a CWA Section 404 permit from the Corps, a CWA Section 401 Water Quality Certification and/or Section 13260 Report of Waste Discharge from the Regional Board, and a Fish and Game Code Section 1602 Streambed Alteration Agreement from CDFG. The project shall mitigate permanent impacts to jurisdictional waters with Mitigation Measures. The project will not result in significant indirect impacts to special-status biological resources. The project site is not located adjacent to the MSHCP Conservation Area and therefore the project is not required to implement measures pursuant to the MSHCP Urban Wildland Interface Guidelines. The project will pay mitigation fees required by the MSHCP. Because the project is consistent with the MSHCP and with mitigation measures to be implemented, the cumulative impacts attributed to the project would be reduced to below a level of significance.

The site is located within the jurisdiction of the South Coast Air Quality Management District. The proposed project is consistent with the residential uses and would not obstruct implementation of the South Coast Air Quality Management Plan. Based upon the Air Quality Impact Analysis prepared for the project by Urban Crossroads Inc., 2012, section 3.6, the project satisfies the two applicable criteria for determining consistency, the Project is deemed consistent with the AQMP and a less than significant impact will occur. The project is in conformance with the AQMP. Based upon the project density and proposed use, the project is in compliance with the General Plan. The General Plan Amendment sought in connection with the project merely modifies the General Plan Circulation Element, updates the zoning and does not change the project's conformance with the AQMP. Additionally, the Project will not exceed any applicable numeric thresholds for construction after mitigation and compliance with Rule 403.

A Cultural Study completed for this project had no findings of any cultural sites reported for the project site area.

The paleontological resource impact assessment completed for the project indicated the alleviated valleys of the Inland Empire are indicative of the abundance of fossil material. The City's standard condition placed on all projects states if potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community & Economic Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

Based on a Greenhouse Gas Analysis prepared for the project it was determined that the project would not result in a significant impact as the project is required to comply with all mandatory regulatory requirements imposed by the State of California and the South Coast Air Quality Management District aimed at the reduction of air quality emissions.

A preliminary Water Quality Management Plan (WQMP) was reviewed by the City's Land Development Division. The plan reviewed on-site drainage and has incorporated post construction best management practices (BMPs) into the site plan. Two water quality basins are included in the design of the project. A final WQMP is required to be submitted and approved prior to the approval of any grading plans.

The proposed project would comply with all drainage master plan fees, permits and development guidelines associated with urban runoff. Both project construction and operation are subject to established regulatory programs directed at avoiding violations of water quality standards and waste discharge requirements. Project construction activities are subject to implementation of a range of known BMPs as detailed in the required SWPPP. Project operation activities are subject to implementation of site design, source control, and treatment control BMPs as identified in the WQMP. Additionally, ongoing maintenance and monitoring responsibilities of the proposed BMPs are defined in the WQMP.

As with any development of a vacant parcel, the potential exists for the increase in noise, however there will be no substantial permanent increase in the ambient noise levels with the proposed project. Short term noise levels generated during construction are considered less than significant through compliance with the City's Municipal Code including restrictions on construction hours.

With consideration given to the preceding information, an Initial Study has been completed for the proposed project. Based upon the Initial Study, a determination has been made that the proposed project will not result in the potential for significant impacts to the environment. Therefore, the adoption of a Mitigated Negative Declaration is recommended.

The Initial Study completed for the project was sent to Regional Water Quality Control Board, California Department of Fish and Game and the State of California Office of Planning Research in accordance with the California Environmental Quality Act.

NOTIFICATION

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also posted on the project site and published in the local newspaper.

REVIEW AGENCY COMMENTS

Staff received the following responses to the Project Review Staff Committee transmittal; which was sent to all potentially affected reviewing agencies.

Agency	Response Date	Comments
Riverside County Flood Control	March 28, 2012 January 24, 2013	Project involves District Master Plan facilities. Facilities to be constructed to District standards. MDP Line G, Line G-3 & Line F-4. In the Moreno Area Drainage plan.
Native American Heritage Commission	December 14, 2012	Provide notifications to local Tribal agencies. Letters completed and mailed 1/9/13. Pechanga Tribe sent letter requesting consultation, which shall occur prior to scheduling project for City Council review and action. Soboba and Morongo Tribes, no issues.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission take the following action:

APPROVE Resolution No. 2013-01, and thereby **RECOMMEND** that the City Council:

1. **ADOPT** a Mitigated Negative Declaration for PA12-0029, a Change of Zone, PA12-0030, a General Plan Amendment, PA12-0004 a Conditional Use Permit, PA12-0005 Tentative Tract Map 36436 and a Variance, P12-129 pursuant to the California Environmental Quality Act (CEQA) Guidelines; and,

2. **APPROVE** PA12-0029, a Change of Zone, PA12-0030, a General Plan Amendment, PA12-0004 a Conditional Use Permit, PA12-0005 Tentative Tract Map 36436 and a Variance, P12-129 subject to the attached Zone change map, General Plan map and conditions of approval included as Exhibits A, B and C.

Prepared by: Approved by:

Julia Descoteaux John C. Terell, AICP

Associate Planner | Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2013-01 with Zone Change Map, General Plan Map and Conditions of Approval.
3. Negative Declaration
4. Initial Study
5. Aerial Map
6. Project Plans 6a, 6b, 6c
7. PUD (Attached Hard Copy)

CHAIR VAN NATTA – Okay all those in favor?

Opposed – 0

Motion carries 5 – 0, with one absent (Vice Chair Salas)

PUBLIC HEARING ITEMS

CHAIR VAN NATTA – The Public is advised that procedures to be followed during this meeting and they are posted in the back of the room on the bulletin board on display.

PUBLIC COMMENTS

CHAIR VAN NATTA – At this point we will open for any comment from members of the public on any matter that is not listed on the Agenda but which is within the subject matter jurisdiction of the Commission. I do not have any Speaker Slips. I do not see anybody rushing to the podium there to say anything so I am going to close Public Comments. Okay, the City of Moreno Valley complies with Americans with Disability Act of 1990. If you need special assistance to participate in this meeting please contact the ADA Coordinator 48 hours prior to the meeting.

PUBLIC HEARING ITEMS

1. Case Number: PA12-0004 Conditional Use Permit PUD
PA12-0005 Tentative Tract Map for PUD
PA12-0029 Change of Zone
PA12-0030 General Plan Amendment
P12-129 Variance

Case Planner: Julia Descoteaux

CHAIR VAN NATTA – We are going to start with our first Public Hearing Item, which is case PA12-0004 Conditional Use Permit PUD, PA12-0005 Tentative Tract Map for PUD, PA12-0029 Change of Zone, PA12-0030 General Plan Amendment and P12-129 Variance. Our Case Planner is Julia Descoteaux and I probably butchered that again…Descoteaux?

ASSOCIATE PLANNER DESCOTEAUX – Descoteaux

COMMISSIONER GIBA – It's French

CHAIR VAN NATTA – I'm not French; sorry… so would you like to present this project for us?

ASSOCIATE PLANNER DESCOTEAUX – Good evening Planning Commissioners. Again I'm Julia Descoteaux. I'm the Case Planner. The Applicant, CV Communities has submitted this application for the Conditional Use Permit, Tentative Tract Map, Change of Zone, General Plan Amendment and a Variance. The General Plan Amendment is to modify the land use and circulation elements.

The proposed tract eliminates the connection of Quincy Street to Brodiaea Avenue, which is a collector road in the General Plan between Brodiaea Avenue and Cactus. The Transportation and Engineering Division has reviewed the proposal and determined that the elimination of the direct connection will not have an impact on the surrounding areas.

The project will also be conditioned to name Street A as Quincy because the name is of historical value as one of the original streets in the City of Moreno Valley dating back to 1891. The existing land uses in the area currently are Residential RS10, Residential 10 and Residential 15. The proposed General Plan Amendment will include the land use change to R5 which is the closest designation to the project design and the density within the surrounding area. The Change of Zone for the project is to change the zones from RS10, R10 and R15 to R5. The Tentative Tract Map will subdivide the 43.52 acres into 159 residential lots. The lots will range from 6,000 square feet to approximately 15,298 square feet with a proposed density of 4.41, which is less than the density in the R5 which is 5 units per acre.

The Quincy Channel will remain in the same location and there will be 45 lots on the west side of the channel and 114 on the east side of the channel. The Conditional Use Permit is required for the Planned Unit Development which allows for specific guidelines for the project and allows for a variation in the size of the lots and some amenities not found in some of the surrounding and standard housing tracts.

The PUD will have multiple architectural styles and the designs within the tract will have to meet the standards and the Planned Unit Development guidelines. There is a multi-use trail along Brodiaea and there is also a multi-use trail along Quincy Channel which will have exercise equipment. There is a Variance proposed for the project that will allow an increase to the retaining wall height on the southeast and west portion of the project due to the difference in grade. The City's Municipal Code allows for three feet on the property line in height a maximum and this project will need to go higher than that because again of the difference in grade. The property owner was unsuccessful in obtaining approval

MV00200518

for off-site grading. The surrounding areas include R5 larger lot developments to the north. The properties to the east are vacant and are zoned R5, RS10 and R15. To the west and south are existing single family developments with RS10 and within the Specific Plan 193. The lots in those two tracts range from 5,200 square feet to 8,000 square feet. The project will access from two points of entry; one on Cactus Avenue and Arabesque Avenue from the east. Existing westerly development will be improved and Quincy Street will go down to Cactus.

The review process…the project was submitted in February of 2012 and we've had several meetings with the applicant and all relevant issues have been addressed to the satisfaction of all parties. There was a Mitigated Negative Declaration prepared for the applications and the Initial Study. A biological assessment was prepared. The site does contain suitable habitat for Burrowing Owls, however none were found on the site and they'll do the 30 day pre-construction prior to any grading on the site. The project contains a portion of the land that is in the Quincy Channel and that is within the jurisdiction of the Army Corps; the California Department of Fish and Wildlife and the Regional Board and the applicant will be working with those agencies on the Quincy Channel. A Cultural Study was completed for the project as well as a Paleontological Impact Resource Assessment and with no evidence of those on the site. The greenhouse gas analysis was prepared for the project and will not result in a significant impact. The Preliminary Water Quality Management Plan was reviewed by Land Development and a Final Water Quality Management Plan will be required prior to approval of the grading plans. The project Initial Study was sent to the State Clearinghouse for CEQA and with that we received a letter from the National Heritage Tribal Agency and with that we then sent letters to all the local tribes to determine if they had any comments on the project. We did have a consultation with the Pechanga Tribe and they have requested that the applicant do so some onsite monitoring, so we'll be working with that Agency between now and the City Council Hearing to incorporate some Mitigation Measures into the conditions. Notification was sent to all properties within 300 feet and to date I have received no comments or questions regarding the project except one inquiry about what the project was. This concludes my Staff Report and if any of you have any questions I'd be happy to answer them as well as the Applicant is here.

CHAIR VAN NATTA – Okay any questions?

COMMISSIONER RAMIREZ – As I was reviewing the project, I couldn't help but notice what I believe is lot 159. There is a big tree there. Any idea how old that tree is and whether there are any environmental concerns about removing it or are they going to remove it or what exactly is the deal with that?

ASSOCIATE PLANNER DESCOTEAUX – I don't know if they've done any specifics on that particular tree. If it is in a location where they can save it, they will try. I can ask the applicant to address that as well.

MV00200519

COMMISSIONER RAMIREZ – Yes, because that might be important for any type of bird type of wildlife like the Burrowing Owl or something like that.

ASSOCIATE PLANNER DESCOTEAUX – If there is any or when they do the 30 day pre-construction survey or if there any birds that are in the nesting season, they would have to wait until after the nesting season to do any grading or to remove the three if that were the case.

COMMISSIONER RAMIREZ – And if they decided to remove the tree, what would happen to the wildlife; to the owls?

ASSOCIATE PLANNER DESCOTEAUX – The Burrowing Owls are in the ground. They aren't in the tree. If it is not during the nesting season, then the birds if there are any in the tree, they'll go to another tree.

COMMISSIONER RAMIREZ – So only during the nesting season…

ASSOCIATE PLANNER DESCOTEAUX – If is during the nesting season then they have to wait till after the nesting season if they find the birds in the tree.

COMMISSIONER RAMIREZ – Very well, thank you

COMMISSIONER GIBA – You mentioned in the access parking that you only mentioned the two streets. When I'm looking at the plan there are actually more than that.

ASSOCIATE PLANNER DESCOTEAUX – Yes you are correct. There are accesses through Wilmot as well as down through Cactus and Brodiaea.

COMMISSIONER GIBA – …and Brodiaea. Is there a reason why you didn't mention that in particular because they were specific to have some kind of entrance or anything like that?

ASSOCIATE PLANNER DESCOTEAUX – Just overlooked

COMMISSIONER GIBA – So they do have more than just two access points

ASSOCIATE PLANNER DESCOTEAUX – Yes they do

COMMISSIONER GIBA – That's something that somebody might want to know; if they wanted to know that. The Variance I didn't quite understand for the grade. When I went out there it looked pretty level all around. I drove up Wilmot and down Brodiaea which is a dirt road a little way down that way and it all seemed pretty much the same grade. You are talking about having a retaining wall of three feet at that one location with the south kind of… Could you just explain to me why that is necessary? It really doesn't look like it.

PLANNING OFFICIAL TERELL – Yes I think if you have any more detailed questions I'll ask Clement to add on to this. When you grade for a subdivision everything has to… all the grades for the individual lots have to be adjusted so that water drains to the street, so on those edges of the property what typically happens you have a street and then the lot has to be graded up towards the property line in order to drain towards the street, so it ends up higher than the current grade. They had attempted to get what Julia had said off-site grading, which means a slope on the adjacent property, but the adjacent property wasn't willing to do that, so that's why you get a higher retaining wall instead of a slope and most likely what will happen in the future is when that adjacent property develops, they'll have to grade on their site in order to drain towards the street and they'll probably end up increasing the height on their side, so long term you probably won't even see the wall, but because it is there we have to go through the variance process.

COMMISSIONER GIBA – That's why I just asked for some clarity on that because I'm not really good on that kind of thing, so it would be very good to have that. You mentioned in here and I don't know at what point we're going to go through this in a little bit more detail, but I didn't and unless I'm missing it, I didn't see mitigation measures listed in here because you did have some less that significant with mitigation incorporated, but I'm not seeing any. What are the mitigation measures? For example on page 8 where it says the project shall mitigate permanent impacts to jurisdictional waters with mitigation measures, but I don't see what those measures are.

ASSOCIATE PLANNER DESCOTEAUX – The mitigation measures will be a separate document however they have been incorporated into the conditions of approval, so although we will have a separate document, they are specifically noted in the conditions.

COMMISSIONER GIBA – So for example on page 85 and I'll jump ahead just for fun, you have here a conflict where it will obstruct implementation of the applicable Air Quality Plan less than significant with mitigation incorporated. What would be mitigation? Is it… I probably missed it somewhere in the document how you are going to do that.

ASSOCIATE PLANNER DESCOTEAUX – Let me look. Just one moment please.

PLANNING OFFICIAL TERELL – Yes, typically on the air quality ones, it has to do with dust created during grading activities

COMMISSIONER GIBA – Yes I followed that

PLANNING OFFICIAL TERELL – Those are standard Land Development conditions, so a lot of the standard conditions are the mitigation that will address

MV00200521

those concerns and then we repackage them into a mitigation program which is generally created subsequent to approval of a project and then that is what Staff looks at to make sure that those mitigation measures have been met.

COMMISSIONER GIBA – I was just curious why they were not incorporated for our viewing. I mean if I'm looking this over I would like to have known that and then of course the public might… I been at enough of these meetings that the public would want to know how we're going to resolve some of these issues, so it is always nice to just have them there for us in there. Maybe I'm being a little pickier than most people would have been on that but I've been at too many meetings…

PLANNING OFFICIAL TERELL – Right… on a project like this mitigation is really standard and that is why we just integrate into the regular… we already do this mitigation on every project, but certainly to the extent for greater clarity, we can certainly do that in the future.

COMMISSIONER GIBA – Yes and just because I poke through this stuff

PLANNING OFFICIAL TERELL – The other one you had; the channel; there are specific conditions related to requiring a permit from those agencies and that is the mitigation for those.

COMMISSIONER GIBA – Those permits would be the mitigation that you are actually doing and so those would be pulled before any actual construction is going to take place or grading is going to take place.

PLANNING OFFICIAL TERELL – Yes those are required prior to any disturbance of the sight, which means yes you couldn't have a week whacker out there in that channel without a permit.

COMMISSIONER GIBA – Or cut down a tree, you know, so…

PLANNING OFFICIAL TERELL – Definitely

COMMISSIONER GIBA – I don't know if it is appropriate to speak now but the Quincy Channel when I'm out there is just literally that. It is just a trench for all intents and purposes and then I noticed that you had done; now it actually looks like it has been rocked in the end product and it ends basically right at Cactus so I'm assuming that is like a collector area. Where is it going once it hits Cactus? Where is the runoff actually going?

PLANNING OFFICIAL TERELL – It goes under Cactus and through the golf course in Moreno Valley Ranch. Yes it actually doesn't go into a storm drain; a typical storm drain. It actually goes across and then when it rains a lot and a lot of debris, the golf course has a lot of clean up to do.

MV00200522

COMMISSIONER GIBA – Yes, because I noticed on page 66, two water quality basins will constructed; one on each side of the channel, so you actually have a basin first that it collects in and then it runs…

PLANNING OFFICIAL TERELL – In the future there will be a basin that is part of the water quality and Clement can answer any detail questions about that but that will clean the water that is created from the streets in the subdivision prior to going into that channel so it will be a better situation in the future that in the current situation, so and I'm not sure but I'll defer to Clement on it, but is it detaining water as well?

LAND DEVELOPMENT ENGINEER JIMENEZ – Hi, good evening. I'm Clement Jimenez with Land Development. The two water quality basins are specifically for water quality treatment purposes. They will not detain the flow but the system that the developer is proposing has been sized adequately to carry the additional post-development construction flows.

COMMISSIONER GIBA – And you mentioned that is to be done in the future. What do you mean that is to be done in the future; prior to them actually doing their building and construction… and not after it's been done; right?

PLANNING OFFICIAL TERELL – Right it would be in conjunction with development they would put in those facilities during grading. It is different than today because today all the debris gets picked up in the Quincy Channel on a rainy day and ends up on the golf course. With this most of that debris will be captured and therefore I think the golf course will have less clean up issues in the future than they do now; not more water but it will cleaner.

COMMISSIONER GIBA – Sure, thanks John. I appreciate the clarification because I'm looking at the plans and I'm just seeing this dead end and it's not clear here what is happening to it after that point and I know we've had some troubles with flooding and issues especially on that east side, so I'm just not familiar to where those problems are.

PLANNING OFFICIAL TERELL – If you look at the aerial that is in your packet, you can kind of see where it goes there. It goes into the golf course and meanders through and actually eventually ends up in Moreno Valley Ranch Lake.

COMMISSIONER GIBA – Okay that helped me out a lot too. Some of these might be other issues. On that flood channel that is being built, is that part of the builder's responsibility or is it in conjunction with the City for that flood control channel.

LAND DEVELOPMENT ENGINEER JIMENEZ – Good evening; Clement Jimenez again. Yes, the Quincy Channel is the responsibility of the developer to

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construct. They will be constructing that as part of the drainage improvements during the rough grading stage.

COMMISSIONER GIBA – It doesn't appear to be really that deep. Am I correct? It is only a few feet?

LAND DEVELOPMENT ENGINEER JIMENEZ – That's correct. At capacity, the channel will carry 17 hundred CFS. It will be 4.6 feet from the bottom surface to the water surface elevation; however it is a little bit deeper than that. I recall it being 7 feet deep, so it has additional capacity to accommodate additional flow if needed.

COMMISSIONER GIBA – Do we know what the flow rate is in high storm type seasons? Is it moving pretty good or is it fairly slow moving?

LAND DEVELOPMENT ENGINEER JIMENEZ – It is a lot of flow, so it is moving pretty fast and it has a capacity to accommodate 17 hundred CFS and velocity is over I believe 4 feet per second, so it has a good flow to it.

COMMISSIONER GIBA – I'm leading to something just so you understand. Unless I am incorrect on this and I'm looking at your plans; at that flood channel where you are doing the running path or the trail, I'm seeing a cable fence there. My concern is that it is being built in the middle of a housing tract. Is that adequate enough to keep young children from getting into a flood channel that is moving pretty dog gone good at 7 feet deep? I'm serious here in that I'm concerned. We read a lot about people falling into flood channels and things like that and all I'm seeing and you guys can clarify it for me because I'm just trying to read this. You have three types of; when I went through the package, you have three types of walls that you have. You have the full wall. You've got the one with just some covered and then you have what you call this cable wall. It is only three cables. That doesn't look like it would keep young kids or children or anything out of that or least even slow them down to a certain degree especially if it is a pathway that they're going to be using on a regular basis, because it is supposed to be for jogging and workouts and stuff like that.

PLANNING OFFICIAL TERELL – The three cable system is the City standard that they worked out with Flood Control adjacent to trails and this is the same cross section that exists up at Quincy and Cottonwood. There is a subdivision up there that is about six or seven years old and so this was the existing standard that is there. It will not keep people out of the channel and it is not intended to keep people out of the channel and so I can't answer any other questions now because that was worked out with the Parks Department who does the trails Flood Control and so that is an established standard that has been used elsewhere in the community and more specifically up Quincy at Cottonwood.

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COMMISSIONER GIBA – Because it is an established standard does that mean that is the only way we can ever do it?

PLANNING OFFICIAL TERELL – It is not the only way it can be done, but I'm just saying that is the established standard and for this particular location which is very similar to the one at Cottonwood, there was no concern expressed by Flood Control which typically they're the ones that would be the most concerned by people getting into the channel. I don't know if this would qualify as a swift water rescue area. I mean it is certainly a lot of water.

COMMISSIONER GIBA – That's why I asked that question. What I guess I'm pointing out is that something worthwhile taking a look at from the builder's perspective and from the City's. All you need is one person. That's all you need is one person to have made that mistake and if you didn't do everything to mitigate that potential mistake; whether it is a standard or not throughout the City, then we end up with a liability issue.

PLANNING OFFICIAL TERELL – The main concern is that even if you put something more substantial there, when you get to either end of that channel, there is still not going to be any barrier, so there is no way to fence off the area so it is not accessible. That's kind of the problem in looking at something different is it will be very visible which is very good because there are houses facing that area, so it is a much more visible area than having it hidden behind the back walls of houses. Also as I said there is an existing condition and there haven't been any issues with that existing condition, but yes I think it is good to raise it and certainly the applicant and Flood Control can work and see if something else can be more desirable.

COMMISSIONER GIBA – If it is a standard and we have it all over the City you know then that is one issue. I went out there to that area and it looks like it will be a beautiful environment and I suspect that we'd have lots of children and families and right next to them you have a sight that is the Moreno Valley School District. I would suspect that at some point in time they may end up building an elementary school and you only would compound the issue with kids wanting to play in the flood control channel. I just bring that to your attention because I think it is pertinent and important that we do that.

PLANNING OFFICIAL TERELL – I mean it is certainly a point of discussion, but that is how it came to this point.

COMMISSIONER GIBA – Okay at this time I don't have any more questions for you guys. I guess that's it really.

COMMISSIONER CROTHERS – John as I was reading through the plans for this I noticed that in one part that it said that the Quincy Channel; the running path

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and the exercise equipment would be maintained by the City of Moreno Valley. Is that correct?

ASSOCIATE PLANNER DESCOTEAUX – Yes that's correct. The Parks Department will be maintaining that.

PLANNING OFFICIAL TERELL – And all trails in the City are maintained by Parks and Recreation and then the equipment; they prefer to maintain it themselves rather than having a Home Owners Association do it. So that would be part of the parcel fee and all new subdivisions pay the basic $87.50 a year plus an additional $150.00, so I think Parks and Recreation felt that was sufficient money in order to cover that through the development; the homeowners that will be living in this subdivision.

COMMISSIONER CROTHERS – So the homeowners are going to pay a little bit more so that Parks can also maintain the exercise equipment?

PLANNING OFFICIAL TERELL – They won't pay more because of that, but every new subdivision pays more. There is a Citywide standard that all the new subdivisions in the last 10 or 12 years pay a higher rater and for that they get… there is a higher level of parks in the newer parts of the community, so that's the nexus or the connection between the higher fee. So here they'll have trails that older parts of the City don't have that Parks and Recreation will maintain and they just happen to have equipment in them as well, which is an added amenity and the Parks Department felt that they would prefer to maintain it rather than an Homeowner's Association doing it and they feel they have sufficient resources because of the existing policies with the City.

COMMISSIONER CROTHERS - Okay, thank you

CHAIR VAN NATTA – I did just want to comment on one of your questions which was about the access to the flood control channel. One of the problems with making it difficult to access the channel is that is not necessarily not going to keep out a determined youngster who is going to get it, but it does make it more difficult for rescuers to get down in and pull somebody out who has gotten in there. So there is this kind of double sided issue there. On the multi-use trail and I know this is part of the Parks and Recreation, what are the uses permitted on that trail… I mean jogging, bicycling…

PLANNING OFFICIAL TERELL – Yes it is multi-use. It is everything including bicycles, pedestrians, and joggers. Joggers love it if you jog, it is much easier on your knees and it could be used by equestrians as well. The only thing you can't use on a multi-use trail is a motorized vehicle.

CHAIR VAN NATTA – Okay I was leading up to the question about the equestrians.

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PLANNING OFFICIAL TERELL – I mean you could use pogo sticks… I mean there are other opportunities, but…

CHAIR VAN NATTA – On that retaining wall issue and you said this is required because the retaining wall is going to be higher than three feet… how high? How much higher?

ASSOCIATE PLANNER DESCOTEAUX – It is up to six or seven feet

CHAIR VAN NATTA – Okay, so it's not like a nine foot wall or 10 foot wall or something.

PLANNING OFFICIAL TERELL – The further you get from Cactus from the street frontage, the higher it gets because that's where the slope has to be higher in order to drain and yes I think it was six or seven feet, and there will be a six foot fence or wall on top of that, so the whole height of it will be quite extensive, but there is really…

CHAIR VAN NATTA – the retaining wall part of it…

PLANNING OFFICIAL TERELL – Yes the retaining wall will only be half or so, it wouldn't exceed six or seven feet.

CHAIR VAN NATTA – Okay, alright. My other questions have already been handled, so I think we're ready to go into the Public Comments and start with the Applicant, so if the Applicant would like to come forward.

APPLICANT THOMAS – Good evening; Ryan Thomas with CV Communities. We support Staff's decision on this and I think they have covered a lot of the questions that you guys have had, but if there is anything else I answer for you, I'd be glad to.

CHAIR VAN NATTA – I think we had a question about a tree.

APPLICANT THOMAS – A tree… in a preliminary stance, there is no significant history to that tree and we kind of went over some of the mitigation measures as far as what needs to be done. For example; the Burrowing Owl; that is not a… the tree doesn't necessarily have anything to do with that because that is a bird that is more ground related than anything else, so I don't think that that is an issue. So as it stands right now, I mean based on what we kind of provided through a biostudy, we see that that tree doesn't have any significance, so…

CHAIR VAN NATTA – And there are plans to plant a whole bunch of trees in that development when you are done; right?

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APPLICANT THOMAS – Correct, there is a full landscape plan that you guys have in your packet that covers… along the trails there is quite elaborate landscaping along the trails as well as there is a preliminary street tree plan for the tract, so I think that we've kind of covered that. Additionally, each of the water quality basins will have trees and shrubs, so there is a significant amount of landscaping within our project.

CHAIR VAN NATTA- Okay is there any other questions for the Applicant?

COMMISSIONER RAMIREZ – Is there going to be any trails alongside Cactus Avenue on the north side of Cactus.

APPLICANT THOMAS – No, Cactus Avenue does not have a trail. Quincy Trail towards the south will dead end at Cactus and we also have a condition to provide a safe walk across Cactus Avenue. There is a continuation of trails on the other side, but the trails themselves are along the Quincy Channel and along Brodiaea Avenue.

PLANNING OFFICIAL TERELL – Yes but along the north side they'll be a sidewalk of course of the north side of Cactus and it will be curb separated, so it will be a little different than your standard subdivision sidewalk, so it will feel safer, but yeah the multi-use trail on the City's plan is already in existence and it is on the south side of Cactus.

COMMISSIONER RAMIREZ – Okay, thank you

COMMISSIONER GIBA – Just a quick one… I was going over your plant palette. It is kind of close to me right now because of where I live and we've been working on changing that palette up there where I had lived and as I went through it I'm looking at your list of trees and is there any reason why you can't and I don't know John if the plant palette is the same one that they have gone over that we have here or Riverside County. I think the Riverside County one has a huge for natural trees and stuff. For example, something that just stands out right now is you are showing a London Bloodgood, which is a type of a Sycamore, but not a California Sycamore which is much more adapted to this area, especially with being drought tolerant. Also another one for instance is a Pin Oak. Pin Oaks are really very good trees for this area, so I'm just picking out two that come to mind. You've got a nice bunch of tree palettes here but is there any reason why you don't have more for them to choose from down the road if one or another doesn't work out okay.

PLANNING OFFICIAL TERELL – Well I think there is always the opportunity with approval to use trees outside of that list; that's like a perspective list. It's not limiting…

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COMMISSIONER GIBA – It's not going to limit them to just these trees… like some plants do…

PLANNING OFFICIAL TERELL – like in Hidden Springs it is different…

COMMISSIONER GIBA – Yes, like some places you are stuck with what they gave you.

PLANNING OFFICIALTERELL – So they would look at this list and if they wanted to do trees other than on the list, they would have to show some equivalency and that would be a Staff level process because as long as they are drought tolerant or what is called California friendly which is different then they would be acceptable replacement trees. But the idea is to provide some sense of guidance and not conformity, but consistency in the subdivision. Most of these trees will be in people's front yards; they'll be street trees and front yard trees and that is why with some of the native trees we shy away from that because they are in a typical front yard, they don't necessarily succeed very well. A famous example; there used to be a planter here many years ago that thought it was great to have California Redwoods planted in front yards and it is a beautiful tree and it actually can grow quite well in this area but if you give it too much water it dies and that's what happened.

COMMISSIONER GIBA – It doesn't tolerate the water as well. That's really kind of all I had right now.

CHAIR VAN NATTA – Okay any other questions for the Applicant?

COMMISSIONER BAKER – I have one. It's just kind of a detail question. Back on your and this might not be the time to talk about this, but on your vinyl fences you are using for privacy here, which I like that idea very much, but the thing I don't see is either on the corners or every… I guess these are eight foot deals; you're not… I don't see you slipping a treated 4 by 4 reinforcement. Typically when I put those in, I always slip in a 4 by 4 post inside the vinyl post; the 5 by 5 post. Are we not calling for… the problem I'm getting at here is you go all over town and as these fences age we are really having some problems. I don't know if you guys are aware…somebody is going to have to start maintaining these. Is that the Parks Department that maintain these fences or how going to do this going down the road?

PLANNING OFFICIAL TERELL – No… private fences are not maintained by Parks and Recreation.

COMMISSIONER BAKER – Even on the trails; right?

PLANNING OFFICIAL TERELL – On the trails they are. Yes, the three rails or two rail fences along the trails; yes, they are maintained by the Parks and

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Recreation Department. It is only the private or what we call the privacy fences that are in people yards and those are not maintained by the City. These particular fences are only going to be interior fences so, on corner lots and reverse frontage lots; those are required to be more durable. I think they are specified as block, so it won't be the four corners. The four corners will be interior lots; interior to block.

COMMISSIONER BAKER - So that's kind of over-amping and maybe calling for 4 by 4 on those corner posts or where they terminate next to the block wall or not?

PLANNING OFFICIAL TERELL – I don't know. It is not a City standard, but certainly it is probably good. From experience you know, but it is not the City standard because the City is not responsible for maintaining those.

COMMISSIONER BAKER – No I understand that. And the tubular steel fence; where were you using that? Is that around the trash corral or what is that all about?

ASSOCIATE PLANNER DESCOTEAUX – That would be around the water quality areas

COMMISSIONER BAKER – That would be around the water quality basin and that is an open fence; right?

ASSOCIATE PLANNER DESCOTEAUX – Correct

COMMISSIONER BAKER – Okay, good enough. Okay, so the trail fences we are maintaining by the Parks Department; okay, so if I see one of those broken down, I can call the Parks Department?

PLANNING OFFICIAL TERELL – Yes

COMMISSIONER BAKER – Good. I haven't; not that I'm going to, but…

PLANNING OFFICIAL TERELL – No they would actually prefer if people called them

COMMISSIONER BAKER – No, you know people hit… and I like those vinyl fences but the thing that really worries me about this with the heat we get here and I don't care how many UV inhibitors they put in it, you hit them with a bicycle tire and they are popping. You know, the older they get, it is just… and this one with O'Reilly Parts coming up here you know up the street from me and I know that is a private deal, but they're beating that fence apart.

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PLANNING OFFICIAL TERELL – Yes I know that Parks went to the Plex… they used to have all wood fences and they are actually more of a problem.

COMMISSIONER BAKER – You know from painting and I like that deal from a maintenance standpoint believe me they look nice. Okay, sorry about that.

CHAIR VAN NATTA – Okay, any other questions for the Applicant? Okay, thank you very much.

APPLICANT THOMAS – Thank you

CHAIR VAN NATTA – Are there any other Public Comments. I have no slips or anything. I don't see anybody coming up, so we're going to close Public Comments and go to Commissioner… I don't like to call it debate… Commissioner Discussion.

COMMISSIONER CROTHERS- I just want to thank the Applicant for submitting a project that will not only look really well, but it is multi-use for everybody who is the community. It kind of gives them somewhere to go; somewhere to be. I like the addition of all the trees and all the greenery. Oftentimes you drive around the City and there is not too much of that, so I appreciate that being put into the plan and just the basic design of the homes that you submitted and the whole layout. I appreciate it and I know this will be a good addition to Moreno Valley, so thank you.

COMMISSIONER GIBA – And it is my turn. First of all thank you very much. Your package was very informative and very helpful. It gave me a very good perspective. I went out to the site and it fits perfectly as far as I'm concerned. This is a very nice project. I know sometimes we sound like we are nitpicking, but we're really not. I'm just clarifying for me. I like the trail idea when you guys put that in there and the workouts along the way. Again maintaining those with the workouts, but it is very nice and I'm glad you guys have decided to build that in Moreno Valley and that east side; that's another nice little area for that and I'm hoping eventually maybe Moreno Valley School District will put a school in next to you and make it a much more enhanced project for everybody, so congratulations and good job Ryan. I thought you did a good job. Thank you.

COMMISSIONER BAKER – I think this is an ideal project for the area. I went out and also looked it over. I think it is a big plus for area. I like the way it is laid out. I wasn't picking on your fence issue there, it is just something that I'm concerned about as we go down the road, but I think a lot of multi-use there. I'd like to live in that area myself personally. There are a lot of things to do so good luck to you and hope it moves forward.

COMMISSIONER RAMIREZ – Well I'd like to thank you for coming out. The plan is awesome. I think it is ideal for the future of Moreno Valley. We have

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intentions of bringing a lot of jobs in the future, so that will be suitable for the new residents that come out here and explore living in Moreno Valley. As far as the variety in homes, I love that it's walkable. I like that you have many different varieties of houses to choose from and they will all be you know right next to each other, so I love the project. I appreciate it and I'm going to vote for this project. Thank you.

CHAIR VAN NATTA – I have to say that I think the project is perfect for the area. It will fit right in. I like it because of being able to enjoy the outdoors a little bit more. I mean we have the weather for it here in California. It is a shame that we don't spend more time outside. I like the size of the lots. I like the multiple cul-de-sacs. From terms of inventory, I think it will be a good addition and that concludes my comments. I would look forward to somebody making a motion.

COMMISSIONER CROTHERS – I motion to approve

CHAIR VAN NATTA – Do you want to go ahead and read the…

COMMISSIONER CROTHERS – Sure, I motion that we **APPROVE** Resolution No. 2013-01and thereby **RECOMMEND** that the City Council:

1. **ADOPT** a Mitigated Negative Declaration for PA12-0029, a Change of Zone, PA12-0030, a General Plan Amendment, PA12-0004, a Conditional Use Permit, PA12-0005, Tentative Tract Map 36436 and a Variance, P12-129, Pursuant to the California Environmental Quality Act (CEQA) Guidelines; and,

2. **APPROVE** PA12-0029, a Change of Zone, PA12-0030, a General Plan Amendment, PA12-0004, a Conditional Use Permit, PA12-0005, Tentative Tract Map 36436 and a Variance P12-129 subject to the attached Zone Change Map, General Plan Map and conditions of approval included as Exhibits A, B and C.

COMMISSIONER GIBA – I'll second that

CHAIR VAN NATTA – Okay, we have a motion and a second… All those in favor?

Opposed – 0

Motion carries 5 – 0, with one absent (Vice Chair Salas)

CHAIR VAN NATTA – Staff would you like to wrap it up for us?

PLANNING OFFICIAL TERELL – Sure, this action shall be forwarded to the City Council for final review and action.

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Attachment 7

INITIAL STUDY/
ENVIRONMENTAL CHECKLIST FORM
CITY OF MORENO VALLEY

1. Project Title: PA12-0005 Tentative Tract Map 36436
   PA12-0004 Conditional Use Permit for a Planned Unit Development.
   PA12-0029 Change of Zone
   PA12-0030 General Plan Amendment
   P12-129 Variance

2. Lead Agency Name and Address: City of Moreno Valley
   14177 Frederick Street
   Moreno Valley CA 92553

3. Contact Person and Phone Number: Julia Descoteaux, (951) 413-3209

4. Project Location: South side Brodiaea Avenue south to Cactus Avenue and both east and west sides of the Quincy Channel.

5. Project Sponsor's Name and Address: CV Communities, LLC
   1900 Quail Street
   Newport Beach CA 92705

6. General Plan Designation: R10 & R15

7. Zoning: RS10, R10, R15

8. Description of the Project: (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary)

   Tentative Tract Map 36436 to subdivide43.52 acres into 159 single family residential lots. The tract proposes to develop 45 lots to the west of the Quincy Channel with the remaining 114 on the east side of the channel. Water Quality basins will be provided within the tract.In order to comply with the Riverside County Flood Control District Master Drainage Plan, the Applicant is required to improve and expand the Quincy Channel in connection with development of the project.

   The current zoning of the site is RS10, R10 and R15 which would allow for small lots and multi-family residential. A Change of Zonehas been submitted to establish the R5 zone. If approved the R5 zone along

with the accompanying Planned Unit Development will provide housing at a lower density than the current zoning allows, but is closer in density to the surrounding developments.The density of the proposed development is 4.41 units per acre which falls below the maximum of 5 units per acre in the proposed R5 zone with lots ranging from 6,000 to 15,298square feet.

A General Plan Amendment is proposed to modify the Land Use to Residential 5 and the Circulation Element due to the elimination of Quincy Street and the connection from Brodiaea Avenue to Cactus Avenue. The proposed land use modification and the elimination of the connection of these two streets will not have an impact on the surrounding area or the proposed project.

A Variance is included in the project for lower west and east exterior property lines of the project due to the elevation difference of the adjacent property and the inability to obtain permission for off-site grading.

A portion of the proposed site has existing entitlements on 14.7 acres for 57 single family residential lots on both the west and east sides of Quincy with proposed modifications to the Quincy Channel in coordination from the State of California Department of Fish and Game, Regional Water Quality Control Board, the City of Moreno Valley and the existing property owner/developer. The entitled project included single family lots within the Specific Plan 214 Cactus Corridor which has since been rescinded. The proposed project is consistent with the prior entitled project.

In response to the notification of the local Indian Tribes per the Native American Heritage Commission and SB 18, additional discussions have taken place to address the potential for archeological finds whereas the applicant will be providing on-site monitoring from an archeologist and a tribal representative per modified conditions of approval and modifications to the mitigation monitoring program.

9. Surrounding Land Uses and Setting: (Briefly describe the project's surroundings)

   Properties to the north include vacant land and large lot developed single family residences with R3 zoning. Properties to the east are vacant and zoned R5, RS10 and R15. To the west and south include existing single family developmentszoned RS10 and SP193ML on parcels ranging in size from 5,200 square feet to 8,000 square feet, consistent with the proposed development.

10. Other public agencies whose approval is required (e.g. permits, financing approval, or participation agreement). This includes Riverside County Flood Control and Water Conservation District, Eastern Municipal Water District and Southern California Edison Company.

    The project requires improvements over the existing Quincy Channel and the project applicantwill be coordinating with the California Department of Fish and Game and the U.S. Army Corps of Engineers.

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ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below(■) would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

	Aesthetics		Greenhouse Gas Emissions		Population/Housing
	Agricultural Resources		Hazards & Hazardous Materials		Public Services
	Air Quality		Hydrology/Water Quality		Recreation
	Biological Resources		Land Use/Planning		Transportation/Traffic
	Cultural Resources		Mineral Resources		Utilities/Service Systems
	Geology/Soils		Noise		Mandatory Findings of Significance

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.	
I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.	X
I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.	
I find that the proposed project MAY have a "potential significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.	
I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.	

Signature Date

Printed Name For

MV00200535

EVALUATION OF ENVIRONMENTAL IMPACTS

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4) "Negative Declaration: Potentially Significant Unless Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analysis," as described in (5) below, may be cross-referenced).

5) Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063 (c) (3) (d). In this case, a brief discussion should identify the following:

   (a) Earlier Analysis Used. Identify and state where they are available for review.

   (b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

   (c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9) The analysis of each issue should identify: (a) the significance criteria or threshold used to evaluate each question; and (b) the mitigation measure identified, if any, to reduce the impact to less than significance.

MV00200536

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
I. **AESTHETICS.** Would the project:				
a) Have a substantial adverse effect on a scenic vista?			X	
The project site is not located in an area identified in the General Plan as an aesthetic resource or a significant visual resource. Since the project is proposed in an area where development has taken place over the years, the effect would be a less than significant effect on existing scenery in the area. The project as designed and conditioned will assure a design standard that will not have a substantial adverse effect on the scenic vista of the area.				
b) Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?			X	
There are no trees, rock outcroppings or historic buildings on the site. There are no state scenic highways in the vicinity of the site. The site has been disked over the years for weed abatement. There are some trees and as designed and conditioned, the project will not substantially damage scenic resources.				
c) Substantially degrade the existing visual character or quality of the site and its surroundings?			X	
The site is currently vacant and is bounded on the northand east by vacant land which is zoned for single-family residential uses. Surrounding land uses to the north include vacant R3 zoned land with some custom homes to the northeast on Brodiaea Avenue. Land use to the west includes existing single-family tract homes in the RS10 zone, which is comparable to the Planned Unit Development (PUD) proposed by this project. The proposed R5 zoning and the PUD with the 6,000 square foot minimum lots sizes areconsistent with existing land uses and as designed and conditioned will not substantially degrade the existing visual character or quality of the site and its surroundings.				
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			X	
As the site is currently vacant, the proposed development will add new light and glare. All project lighting will be required to comply with the Municipal Code provisions regarding light and glare. Compliance with the Municipal Code, including shielding of all exterior lights, will reduce light and glare impacts to surrounding properties to less than significant.				
II. **AGRICULTURE RESOURCES**: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project?				
a) Convert Prime Farmland, Unique Farmland or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency to non-agricultural use?			X	
The site has been used in the past for agriculture. The Municipal Code allows for agricultural uses such as crops in all zoning districts. The site is designated as prime farmland on the Riverside County Important Farmland Map (1998) with a portion of the site having been planted with wheat in the past. The site has no agriculturally productive activities occurring within the project boundaries.				
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
The site is not currently in agricultural use, or under Williamson Act control. There is no existing surrounding agricultural use, or sites under Williamson Act contract. The Municipal Code allows for agricultural uses such as crops in all zoning districts, therefore, the proposed tentative tract map does not conflict with existing zoning for agricultural use, or impact sites under Williamson Act contract.				
c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?				X
There is no immediate surrounding agricultural use, or any proposed according to the General Plan. The proposed tentative tract map will not involve changes to the existing environment, which will result in the conversion of farmland to non-agricultural use.				
III. **AIR QUALITY:** Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?		X		

MV00200537

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact

The Air Quality Management Plan (AQMP) sets forth a comprehensive program that will lead the air basin into compliance with all federal and state air quality standards. The AQMP control measures and related emission reduction estimates are based upon emissions projections for a future development scenario derived from land use, population, and employment characteristics defined in consultation with local governments. Accordingly, conformance with the AQMP for development projects is determined by demonstrating compliance with local land use plans and/or population projections. Based upon the Air Quality Impact Analysis prepared for the project by Urban Crossroads Inc., 2012, section 3.6, the project satisfies the two applicable criteria for determining consistency, the Project is deemed consistent with the AQMP and a less than significant impact will occur. The project is in conformance with the AQMP. Based upon the project density and proposed use, the project is in compliance with the General Plan. The General Plan Amendment sought in connection with the project merely modifies the General Plan Circulation Element, updates the zoning and does not change the project's conformance with the AQMP.

Additionally, the Project will not exceed any applicable numeric thresholds for construction (after mitigation) or operational activity.

Detailed construction and operational emission summaries and model outputs are provided in the report(TTM No. 36436) Air Quality Impact Analysis, Urban Crossroads, Inc. 2012.

The only applicable mitigation measure identified in the report(TTM No. 36436) Air Quality Impact Analysis, Urban Crossroads, Inc. 2012 that is required is as follows:

MM AQ-1

The following measures are recommended to be incorporated into Project plans and specifications as implementation of Rule 403:

- The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day. As shown in Table XI-A, located in Appendix "B", implementation of this measure is estimated to reduce PM_{10} and $PM_{2.5}$ fugitive dust emissions by approximately 61%.The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are reduced to 15 miles per hour or less to reduce PM10 and PM2.5 fugitive dust haul road emissions by approximately 44%.

b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation.		X		
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?		X		
(b. through c.) The proposed area is designated as an extreme non-attainment area for ozone, and a non-attainment area for PM10 and PM2.5. Germane to this non-attainment status, the project-specific evaluation of emissions presented in the Air Quality Impact Analysis study completed for this project demonstrates that the project will not result in exceedances of any applicable thresholds which are designed to assist the region in attaining the applicable state and national ambient air quality standards. The project will comply with SCAQMD's Rule 403 (fugitive dust control) during construction, as well as all other adopted AQMP emissions control measures. Per SCAQMD rule and mandates, as well as the CEQA requirements would also be imposed on all projects Basin-wide, which would include all related projects. As such, cumulative impacts with respect to criteria pollutant emissions would be less than significant.				
d) Expose sensitive receptors to substantial pollutant concentrations?		X		
The proposed residential project will not result in substantial pollutant concentrations after mitigation, and therefore will not expose people to pollutant concentrations.				
e) Create objectionable odors affecting a substantial number of people?				X
The proposed residential project would not create any source of objectionable odors affecting other people since it does not involve any industrial or other production activities.				
IV. **BIOLOGICAL RESOURCES**. Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U. S. Fish and Wildlife Service?		X		

MV00200538

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact

The project site is comprised of 43.52 acres located on the south side of Brodiaea Avenue and on the west side of Quincy Street and the east side of Quincy Channel south to Cactus Avenue. The project will be improved in accordance with the District's Master Drainage Plan. The entire channel at this location will be permanently disturbed in association with expansion and reconfiguration improvements to the Quincy Channel. The following agency jurisdictions have the potential to be impacted. Regional Water Quality Control Board, Army Corps of Engineers and California Department of Fish and Game.

A Biological Assessment for the property was prepared on November 6, 2012 by Glenn Lukos Associates, Inc. with the following results:

Burrowing Owl Focused Survey:

The project site contains suitable habitat with the potential to support burrowing owls, including ground squirrel burrows. However, no burrowing owls or diagnostic owl sign were detected during focused surveys.

Nesting Birds:

The project site supports low to medium height herbaceous vegetation with the potential to support nesting birds. The migratory Bird Treaty Act (MBTA) and California Fish and Game Code prohibits impacts to nesting birds.

Raptor Foraging Habitat:

The project site consists mostly of flat open fields with low-growing ruderal vegetation, agricultural field crop lands, and annual grasses that can be utilized by raptor for foraging. However, there are no nesting opportunities for raptors on site.

Riparian/Riverine Areas and Vernal Pools:

The project site contains approximately 0.18 acres of scattered patches of mule fat scrub and is limited to the on-site portion of the project and are limited to the bed and bank of the Quincy Channel with larger stands upstream. This habitat is not suitable for the vireo, flycatcher or cuckoo. Additionally, this disturbed habitat has marginal quality for riparian birds: therefore, the loss of this patchy habitat will not result in an adverse loss of functions or vales for the MSHCP covered species. Also, this disturbance would not have the potential to directly or cumulatively impact functions or values of downstream biological resources. The project site does not contain vernal pools, or other suitable habitat for fairy shrimp, including the Riverside fairy shrimp or the vernal pool fairy shrimp.

Jurisdictional Waters:

The project site contains a portion of the Quincy Channel, portions which are within the jurisdiction of the Corps, CDFG and Regional Board.

Potential Corpsjurisdiction associated with the project site totals .48 acres, none of which consists of jurisdictional wetlands. A total of 1,481 linear feet of streambed is present,

Potential Regional Board jurisdiction associated with the project site totals 0.57 acre, none of which consists of jurisdictional wetlands. A total of 1,791 linear feet of streambed is present.

Potential CDFG jurisdiction associated with the project site consists of 1.04acres of which .18 acres consists of vegetated riparian habitat. A total of 1,791linear feet of streambed present.

The impacts to jurisdictional waters will require a CWA Section 404 permit from the Corps, a CWA Section 401 Water Quality Certification and/or Section 13260 Report of Waste Discharge from the Regional Board, and a Fish and Game Code Section 1602 Streambed Alteration Agreement from CDFG. The project shall mitigate permanent impacts to jurisdictional waters with Mitigation Measure BIO-3 as stated below.

The project will not result in significant indirect impacts to special-status biological resources. The project site is not located adjacent to the MSHCP Conservation Area and therefore the project is not required to implement measures pursuant to the MSHCP Urban Wildland Interface Guidelines. The project will pay mitigation fees required by the MSHCP.Because the project is consistent with the MSHCP and with mitigation measures to be implemented, the cumulative impacts attributed to the project would be reduced to below a level of significance.

The entire site has been disturbed by human activities including disking of the site.

The following mitigation measures shall apply to the proposed residential development for actual or potential impacts to the special-status resources. In addition, mitigation is also provided by the MSHCP through participation with the MSHCP and compliance with MSHCP requirements:

BIO-1 Pursuant to Objective 6 of the MSHCP species-specific objectives for the burrowing owl, a qualified biologist shall conduct pre-construction presence/absence surveys for burrowing owl within 30 days prior to any disturbance of the site. If owls are detected onsite, a qualified biologist shall relocate the owls from the site following accepted protocols. Owl relocation shall occur between September 15th and February 1st to avoid the nesting season. The take of active nest is not allowed by the MSHCP, and is prohibited by the MBTA and California Fish and Game Code.

BIO-2 Any vegetation clearing and ground disturbance should be conducted outside of the nesting season (February 1st through September 15th). If avoidance of the nesting season is not feasible, then a qualified biologist shall conduct a nesting bird survey within 3 days prior to any disturbance of the site. If active nests are identified, the biologist shall establish suitable buffers around the nest, and the buffers shall be avoided until the nests are no longer occupied and the juvenile birds can survive independently from the nests.

BIO-3 The Project shall mitigate permanent impacts to 0.48 acre of Corps jurisdiction, 0.57 acre of permanent impacts to Regional Board jurisdiction, and 1.04 acreof permanent impacts to CDFG jurisdiction through acquisition of credits at a minimum 1:1 ratio from an approved mitigation bank, such as the Santa Ana River Mitigation Bank, and/or in-lieufee program, such as the Santa Ana Watershed Association (SAWA) In-Lieu Fee Program, oranother environmentally sensitive entity such as the Riverside-Corona Resource Conservation District or the Inland Empire Resource Conservation District within the Santa Ana RiverWatershed, which includes the San Jacinto River Watershed. Implementation of Mitigation Measure BIO-3 will reduce potential impacts to jurisdictional waters to a less than significant level in compliance with CEQA.

The project will be required to pay SKR and MSHCP mitigation fees.

b) Have a substantially adverse effect on any riparian habitat or other sensitive		X		

MV00200539

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U. S. Wildlife Service?				
The project site contains approximately 0.18 acres of scattered patches of mule fat scrub and is limited to the on-site portion of the project and are limited to the bed and bank of the Quincy Channel with larger stands upstream. This habitat is not suitable for the vireo, flycatcher or cuckoo. Additionally, this disturbed habitat has marginal quality for riparian birds: therefore, the loss of this patchy habitat will not result in an adverse loss of functions or vales for the MSHCP covered species. . Also, this disturbance would not have the potential to directly or cumulatively impact functions or values of downstream biological resources. The project site does not contain vernal pools, or other suitable habitat for fairy shrimp, including the Riverside fairy shrimp or the vernal pool fairy shrimp. Project shall mitigate permanent impacts to 0.48 acre of Corps jurisdiction, 0.57 acre of permanent impacts to Regional Board jurisdiction, and 1.04 acre of permanent impacts to CDFG jurisdiction through acquisition of credits at a minimum 1:1 ratio from an approved mitigation bank, such as the Santa Ana River Mitigation Bank, and/or in-lieu fee program, such as the Santa Ana Watershed Association (SAWA) In-Lieu Fee Program, or another environmentally sensitive entity such as the Riverside-Corona Resource Conservation District or the Inland Empire Resource Conservation District within the Santa Ana River Watershed, which includes the San Jacinto River Watershed. Implementation of Mitigation Measure BIO-3 will reduce potential impacts to jurisdictional waters to a less than significant level in compliance with CEQA.				
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?			X	
A Jurisdictional Delineation Report was prepared on by Glenn Lukos Associates, Inc. on November 6, 2012. The report identified non-wetland Waters of the United States along the Quincy Channel and along a portion of Brodiaea Avenue. Based upon this report, there are no wetlands located on the project site.				
d) Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?			X	
This project site is located on the edge of existing development. There are existing tract homes immediately to the west and tract homes further to the south on Cactus Avenue. Further to the northeast are existing custom homes on 10,000 to 20,000-square foot or greater parcels. A Biological Assessment for the property was prepared on November 6, 2012 by Glenn Lukos Associates, Inc. The project site contains suitable habitat with the potential to support burrowing owls, including ground squirrel burrows. However, no burrowing owls or diagnostic owl sign were detected during focused surveys, so it is unlikely that the proposed project will directly impact sensitive species. There are no known migratory fish or wildlife species or migratory wildlife corridors, on or near the project site.				
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
The proposed project will not conflict with any General Plan or local policies pertaining to the protection of biological resources. The project is consistent with the goals and objectives of the General Plan.				
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state habitat conservation plan?			X	
The proposed project is located within the boundaries of the Stephen's Kangaroo Rat Habitat Conservation Plan (SKR HCP). Also, the City is participating in the Multiple Species Habitat Conservation Plan (MSHCP), a comprehensive habitat conservation-planning program addressing multiple species' needs, including preservation of habitat and native vegetation in Western Riverside County. The project is not within any of the (MSHCP) criteria areas, PQP land, or any special survey areas, other than the burrowing owl survey area. A burrowing owl survey assessment was completed for this site with no owls observed on the site. The project has been conditioned to coordinate with the U.S. Army Corps of Engineers, the Santa Ana Regional Water Quality Control Board, and the California Department of Fish and Game for any permits that will be required for development of the project. Therefore, the project as designed and conditioned will not conflict with the MSHCP. The SKR Habitat plan will require a fee of $500.00 per acre to be paid by the developer to assist in setting aside established protection areas for said habitat. This project will also be subject to fees to support the implementation of the MSHCP.				
V. **CULTURAL RESOURCES**. Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?				X
b) Cause a substantial adverse change in the significance of an archaeological resources pursuant to Section 15064.5?				X
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X

MV00200540

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a. through c.) Based upon inspection of the project site and review of the Cultural Resources Inventory for the City of Moreno Valley, (Archeological Research Unit, University of California, Riverside, October 1987), there are no known archaeological resources on the site. There are no historical structures existing on the site. There are no known paleontological or unique geological features on the site.				
d) Disturb any human remains, including those interred outside of formal cemeteries?			X	
No known human remains have been identified at the project site. Conditions of approval address the issue of inadvertent discoveries. A standard condition of approval will be placed on the project to cease excavation or construction activities if archaeological, paleontological, or historical resources are uncovered on the project site.				
VI. GEOLOGY **AND SOILS**. Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:				
(i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				X
The proposed project would not have a direct impact on creating geologic concerns. The area is currently designated for single-family residential uses. In addition, the site is not within an Alquist-Priolo zone, or other designated fault hazard zone.According to the City's environmental information and the Geotechnical report provided, the project site is not on any known earthquake fault. There is no risk of ground rupture due to faulting at the proposed project site.				
(ii) Strong seismic ground shaking?			X	
The nearest fault is the San Jacinto fault system, which is located about 2.5 miles to the northeast. The Casa Loma fault system also lies within close proximity – about 3-miles northeast of the site. It should be noted, that within the City of Moreno Valley, the Casa Loma fault is only a fault trace. The San Andreas fault system is 13.6 miles from the site. The active Sierra Madre and San Gabriel fault zones lie roughly 35 and 70miles respectively to the northwest of the site. The active Elsinore and Newport-Inglewood fault zones lie approximately 20 and 45 miles, respectively, to the southwest of the site. This faulting is not considered a significant constraint to development on the site with the use of current development codes.				
(iii) Seismic-related ground failure, including liquefaction?			X	
According to the City's environmental resources, the project site is not on, or close to, any known earthquake fault. However, ground-shaking intensity could possibly be moderately-high during a 100-year interval earthquake. Water table and soil conditions are not conducive to seismic related failure. Potential dynamic settlements are within design tolerances per soils report provided by applicant				
(iv) Landslides?				X
This site is not near or adjacent to the mountainside areas. The site is mostly flat, and landslides will not be an issue. There is no potentially significant impact from landslides.				
(b) Result in substantial soil erosion or the loss of topsoil?			X	
The development of the site will likely result in the reduction of erosion with the placement of buildings and landscaping on the site. During construction, there is the potential for less than significant impacts for short-term soil erosion from minimal excavation and grading. This will be addressed as part of standard construction, such as watering to reduce dust and sandbagging, if required, during raining periods which will be part of the SWPPP document provided by the applicant				
(c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			X	
The project will be required to provide an updated Geotechnical Report during the grading process to ensure any existing unsuitable soil condition is eliminated. As provided for in the conditions of approval, the applicant must provide a soils and geologic report to City prior to any disturbance of the site. . Potential dynamic settlements are within design tolerances.				
(d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?				X
The site will not be located on expansive soil as defined in Table 18-1-B of the Uniform Building Codethat would create substantial risks to life or property. As provided for in the conditions of approval, the applicant must provide a soils and geologic report to the City prior to any disturbance of the site.				
(e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X

MV00200541

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
The project will operate on a sewer system that will be reviewed, approved and installed according to Eastern Municipal Water District requirements. The proposed project will not be introducing septic tanks or alternative water disposal systems.				
VII. **GREENHOUSE GAS EMISSIONS.** Would this project?				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
Global climate change is caused by greenhouse gas (GHG) emissions throughout the world. Mitigating global climate change will require worldwide solutions. Greenhouse gases are gases emitted from the earth's surface that absorb infrared radiation in the atmosphere. Increases in these gases lead to more absorption of radiation and warm the lower atmosphere, and therefore increase evaporation rates and temperatures on the Earth's surface. The City of Moreno Valley is currently in the process of preparing a Climate Action Strategy. However, at this time, there are no widely accepted thresholds of significance for determining the impact of GHG emissions from an individual project, or from a cumulative standpoint. As provided for in the CEQA Guidelines (Section 15064.4), it is necessary for the lead agency to make a good-faith effort in considering GHG emissions on a project specific basis. Based on the limited scope of the project and consistency of the project with the City's adopted General Plan, zoning, and Specific, the City has chosen to rely on a qualitative analysis. It should also be noted that a portion of the site has been previously entitled for a similar 57single family residential project. To the extent possible based on scientific and factual data available, it has been determined that this project will not result in generating greenhouse gas emissions that will either directly or indirectly have a significant impact on the environment. Based on a Greenhouse Gas Analysis prepared for the project it was determined that the project would not result in a significant impact as the project is required to comply with all mandatory regulatory requirements imposed by the State of California and the South Coast Air Quality Management District aimed at the reduction of air quality emissions. Furthermore, a greenhouse gas impact analysis has been prepared: *for (TTM No. 36436) Greenhouse Gas Impact Analysis, Urban Crossroads, Inc. 2012*. Results of the analysis indicate that the project will result in approximately 2,962.14 MT/yr CO2e (see table *Total Project Greenhouse Gas Emissions (Annual) (Metric Tons Per Year)*; the proposed project would not exceed the SCAQMD's interim threshold of 3,500 MT/yr CO2e. Therefore, a less than significant impact will occur.				
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?				X
The proposed project would not conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases. The City does not currently have an adopted plan. Notwithstanding, the report for *f(TTM No. 36436) Greenhouse Gas Impact Analysis, Urban Crossroads, Inc. 2012* has evaluated whether or not the Project would conflict with the requirements of AB 32, and more specifically, the CARB Scoping Plan. Results of the analysis conclude that the Project would not conflict with AB 32 or the CARB Scoping Plan and a less than significant impact will occur.				
VIII. HAZARDS **AND HAZARDOUS MATERIALS.** Would the project?				
a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?				X
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				X
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
(a. through c) The proposed project will not create a significant hazard to the public or the environment. There will be no known hazardous materials associated with the development of the site. The project as designed and conditioned will not emit hazardous emissions or handle hazardous materials.				
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result would it create a significant hazard to the public or the environment?				X
The project is not located on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.				
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
The nearest airport is the March Air Reserve Base located approximately nine miles to the west. The distance to the runway is approximately eleven miles. The site is not within the crash zones or the noise contours identified in the most recent Air Installation Compatible Use Zone (AICUZ) study. (Municipal Code Section 9.07.060) The site is not within an airport land use plan.				
f) For a project within the vicinity of a private airstrip, would the project result in				X

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a safety hazard for people residing or working in the project area?				
There are no private airstrips within the City of Moreno Valley. The project is not within proximity of a private airstrip. Therefore, the project would not result in a safety hazard pertaining to proximity of a private airstrip.				
g) Impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
The proposed project would not have any direct effect on an adopted emergency response plan, or emergency evacuation plan. The City's emergency plans are also consistent with the General Plan. The proposed project has been designed and conditioned to provide required circulation and required fire access to allow for ingress of emergency vehicles and egress of residents. Therefore, the proposed project would not be in conflict in any way with the emergency response or emergency evacuation plans.				
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X
The proposed project site is not adjacent to wildlands, and as such would not expose people or structures to a significant risk of loss, injury or death involving wildland fires. In addition, the project is not located within a designated wildland area.				
IX. HYDROLOGY **AND WATER QUALIT**Y. Would the project:				
a) Violate any water quality standards or waste discharge requirements?			X	
As with any urban project, runoff entering the storm drainage system would contain minor amounts of pollutants (including pesticides, fertilizers and motor oil). This could incrementally contribute to the degradation of surface and sub-surface water quality. Additionally, grading activities would temporarily expose soils to wind and water erosion that would contribute to downstream sedimentation. A preliminary Water Quality Management Plan (WQMP) was reviewed by the City's Land Development Division. The plan reviewed on-site drainage and has incorporated post construction best management practices (BMPs) into the site plan. Two water quality basins are included in the design of the project. A final WQMP is required to be submitted and approved prior to the approval of any grading plans. A Storm Water Pollution Prevention Plan (SWPPP) will be required prior to approval of any grading plans. The SWPPP will require implementation of construction BMPs that will assist with sediment and erosion control during construction. The proposed project would comply with all drainage master plans permits and development guidelines associated with urban runoff. Both project construction and operation are subject to established regulatory programs directed at avoiding violations of water quality standards and waste discharge requirements. Project construction activities are subject to implementation of a range of known BMPs as detailed in the required SWPPP. Project operation activities are subject to implementation of site design, source control, and treatment control BMPs as identified in the WQMP. Additionally, ongoing maintenance and monitoring responsibilities of the proposed BMPs are defined in the WQMP. Furthermore, the project will be designed in accordance with the conditions of approval set forth by the City. These conditions require the implementation of a SWPPP and WQMP. The SWPPP, WQMP together with the City's grading ordinance, the project grading and erosion control plans, and City inspection oversight during grading and construction, will ensure that water quality and discharge impacts are less than significant.				
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			X	
The Eastern Municipal Water District (EMWD) would provide the proposed project with water supplies as opposed to utilizing individual water wells. Water supplies are adequate to serve the proposed project. Although the project would cover a majority of the site with impervious surfaces, the landscaped areas would still provide a means for groundwater recharge. Impacts would be less than significant.				
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?			X	

MV00200543

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Quincy Channel, which bisects the project site, will be improved in accordance with Riverside County Flood Control and Water Conservation District's Moreno Master Drainage Plan in its present alignment. Improvements consist of aungrouted rip rap lined trapezoidal channel with cut off walls on each bank to prevent future meandering of the channel. Project area runoff east of the channel will continue to discharge into Quincy Channel, just south of the project boundary. Project area runoff west of the channel will be intercepted by a proposed master drainage plan storm drain line in Cactus Avenue which will direct flows away from Quincy Channel and ultimately connect to an existing storm drain line further west in Cactus Avenue. Northerly offsite flows will be intercepted by a proposed master drainage plan storm drain line in Brodiaea Avenue which will then discharge into Quincy Channel. Ungrouted rip rap lined channel improvements will help to reduce sedimentation downstream of the project site. This project has been conditioned to coordinate with the Army Corp of Engineers (ACOE), and the California Department of Fish and Game (CDFG) for any permits that will be required of the project. The project will not cause a change in the existing drainage pattern that would result in substantial erosion or siltation on- or off-site. Therefore, project implementation would not result in modifications that could ultimately result in substantial erosion or siltation on- or off-site. Impacts would be less than significant.				
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or surface runoff in a manner which would result in flooding on- or off site?			X	
As previously stated, there will be no alteration of drainage patterns. The project will create more impervious surfaces through the construction of streets, hardscape, and structures which will decrease the soil absorption rate and increase the rate of surface runoff. However, the project proposes the construction of storm drains which will be sized to accept existing and incremental development runoff. Therefore, project implementation would not result in modifications that could ultimately result in flooding on- or off-site. Impacts would be less than significant.				
e) Create or contribute runoff which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?			X	
f) Otherwise substantially degrade water quality?			X	
(e and f) The project will be required to construct adequately sized storm drain facilities in accordance with RCFC&WCD and City standards. The storm drain facilities will be sized to capture developed 100-year storm flows. In addition, two water quality basins will be required in order to reduce additional sources of polluted runoff caused by the project development.				
g) Place housing within a 100-year floodplain, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?			X	
. The current Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) indicates that the project is in Flood Zone X, "Areas of 0.2% annual chance flood areas; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood. This flood zone (which is not a Special Flood Hazard Area) does not require any Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR). The storm drain system designed for this project including Quincy Channel, will collect and convey the 100-year storm flows in accordance with Riverside County Flood Control District and City criteria.				
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?			X	
The current Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) indicates that the project is in Flood Zone X, "Areas of 0.2% annual chance flood areas; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood. The storm drain system designed for this project including Quincy Channel, will collect and convey the 100-year storm flow in accordance with Riverside County Flood Control District and City criteria.				
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?			X	

MV00200544

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact

The current Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) indicates that the project is in Flood Zone X, "Areas of 0.2% annual chance flood areas; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

The storm drain system designed for this project including Quincy Channel, will collect and convey the 100-year storm frequency in accordance with Riverside County Flood Control District and City criteria.

The project will collect and covey 100-year storm event flows to the improved Quincy Channel and to existing master plan drainage facilities. The project is outside of the delineated dam inundation area for Perris Dam at Lake Perris Reservoir and will not expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam.

j) Inundation by seiche, tsunami, or mudflow?				X

The site is not identified in the General Plan as a location subject to seiche, or mudflow.

X. **LAND USE AND PLANNING**. Would the project:

a) Physically divide an established community?				X

The project is located within the RS10, R10 and R15 residential zones. The project proposes a Tentative Tract Map (36436), a Conditional Use Permit (CUP), a Variance, a Change of Zone and a General Plan Amendment subdividing 43.52 acres into 159 single family residential lots within a Planned Unit Development, modifying the zoning from Residential single family 10 (RS10), Residential 10 (R10) and Residential 15 (R15) multi-family to Residential 5 (R5) with lots ranging from 6,000 to 15,298 square feet and the General Plan amendment to modify the land use and circulation element to be consistent with the proposed development and the surrounding area and a Variance proposed for higher retaining walls due to the change in grade from the adjacent parcels to the west and southeast. The project site is bounded on the west, south and east by comparable zoning with existing single-family tract homes immediately to the west. Land uses to the north include vacant land and custom homes in the R3 zone. The proposed project, as conditioned and designed is in conformance with the standards the City's Municipal Code. The addition of the proposed use will not physically divide an established community.

b) Conflict with an applicable land use plan, policy or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?			X	

The project is located within the RS10, R10 and R15 residential zones. The project proposes a Tentative Tract Map (36436), a Conditional Use Permit (CUP), a Variance, a Change of Zone and a General Plan Amendment subdividing 43.52 acres into 159 single family residential lots within a Planned Unit Development, modifying the zoning from Residential single family 10 (RS10), Residential 10 (R10) and Residential 15 (R15) multi-family to Residential 5 (R5) with lots ranging from 6,000 to 15,298 square feet and the General Plan amendment modify the circulation element to be consistent with the proposed development and the surrounding area. The proposed project, with the approval of the Change of Zone and the General Plan Amendment, as designed and conditioned will be in conformance with the standards of the City's Municipal Code and the General Plan.

c) Conflict with any applicable habitat conservation plan or natural community conservation plan?			X	

The proposed project is located within the boundaries of the Stephen's Kangaroo Rat Habitat Conservation Plan (SKR HCP). Also, the City is participating in the Multiple Species Habitat Conservation Plan (MSHCP), a comprehensive habitat conservation-planning program addressing multiple species' needs, including preservation of habitat and native vegetation in Western Riverside County. The project is not within any of the (MSHCP) criteria areas, PQP land, or any special survey areas. A burrowing owl survey assessment was completed for this site with no owls observed on the site. Based upon a Biological Report dated November 6, 2012, the project is in compliance with the MSHCP. The project has been conditioned to coordinate with the U.S. Army Corps of Engineers, State Water Resources Control Board and the California Department of Fish and Game for any permits that will be required for development of the project. Therefore, the project as designed and conditioned will have no impacts on the MSHCP. The SKR Habitat plan will require a fee of $500.00 per acre to be paid by the developer to assist in setting aside established protection areas for said habitat. This project will also be subject to fees to support the implementation of the Multiple Species Habitat Conservation Plan.

XI. MINERAL RESOURCES. Would the project:

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X

The project site is located in an urbanized area with additional development occurring in the vicinity. No active mines or mineral recovery programs are currently active within the project site. No mineral deposits have been identified in the General Plan; consequently, the development of the project site would not conflict with a mineral recovery plan as adopted by the General Plan. Therefore, no significant impacts would occur.

MV00200545

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X
The project site is located in an urbanized area with additional development occurring in the vicinity. No active mines or mineral recovery programs are currently active within the project site. No mineral deposits have been identified in the General Plan; consequently, the development of the project site would not conflict with a mineral recovery plan as adopted by the General Plan. Therefore, no significant impacts would occur.				
XII.NOISE. Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			X	
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
(a. through c.) There will no substantial permanent increase in ambient noise levels with the proposed project as designed and conditioned, there would be only minor increases in noise levels over existing conditions during construction. The tract is conditioned to include block walls along the lots which back to the Quincy channel as well as lots along Brodiaea Avenue, Wilmot Avenue and Cactus Avenue.				
d) A substantially temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
Ambient noise levels will not substantially increase due to the proposed project. During construction, there will be some additional short-term noise from construction equipment. The City has a standard condition of approval regarding the public nuisance aspect of the construction activities. The construction operations including building related activities and deliveries shall be restricted to Monday through Friday from 6:00 AM to 8:00 PM, excluding holidays, and from 7:00 AM to 8:00 PM on weekends and holidays, in accordance with City Municipal Code 8.14.040, unless otherwise extended or shortened by the City Engineer or Building Official.				
e) For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X
The project is not located within the area of an adopted airport land use plan.				
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X
There is no private airstrip within the vicinity of the site, or within the City of Moreno Valley.				
XIII. POPULATION AND HOUSING. Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			X	
The proposed tentative tract map for a 159-lot subdivision is not expected to create substantial population growth. There is considerable existing development of the surrounding area as demonstrated by existing residences and existing road improvements and other infrastructure. Therefore, this project will have a less than significant impact.				
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
There are no existing residences on the site.				
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X
There are no existing residences on the site. The project will not displace any residents.				
XIV. PUBLIC SERVICES. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire protection?			X	
b) Police protection?			X	

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Schools?			X	
d) Parks?			X	
e) Other public facilities?			X	
(a-e) There will be an incremental increase in the demand for new or altered public services including library, city hall, and city yard facilities. These facilities would be needed with or without the project.				
XV. RECREATION.				
a) Would the project increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			X	
The project would most likely increase the use of parks. The impact of this project on parks is anticipated to be minimal. This project will be subject to development impact fees, which shall address the impact of the proposed 159-lot subdivision to recreational facilities.				
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			X	
This project does include the extension of a multi-use trail within the public right-of-way along the south side of Brodiaea Avenue and the west side of the Quincy Channel with several exercise stations along the Quincy trail for public use. These trailsegments are identified on the Master Plan of Trails within the City's General Plan.				
XVI. **TRANSPORTATION/TRAFFIC.** Would the project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?			X	
With the approval of the General Plan Amendment for the modification to the Circulation Element, Quincy Street will be removed from the General Plan circulation element within the project area. Quincy Street is currently a Collector (66' R.O.W.) on the Circulation Element and the alignment connects from Cactus Avenue to Brodiaea Avenue. The project as designed eliminates Quincy Street as a high-volume collector (66' R.O.W.) and does not connect directly to Brodiaea Avenue. Staff has determined that the increase in traffic due to development of the vacant project site will be consistent with the capacity of the proposed and existing street systems.				
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?			X	
The proposed project is consistent with a proposed change to the Circulation Element of the City's General Plan. Quincy Street is currently a Collector (66' R.O.W.) on the Circulation Element and the alignment connects from Cactus Avenue to Brodiaea Avenue. The project as designed eliminates the connection from Brodiaea Avenue to Cactus Avenue. The project as designed and conditioned will not exceed a level of service established by the City.				
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				X
The proposed project would have no direct or indirect effect on air traffic patterns.				
d) Substantially increase hazards to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?				X
As designed, the project will not result in hazards. The project is not adjacent to any potential incompatible uses.				
e) Result in inadequate emergency access?				X
The project as designed and conditioned is consistent with City standards. The site will be readily accessible for emergency access.				
f) Conflict with adopted policies or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?				X
There is no conflict with adopted alternative transportation policies.				
XVII. UTILITIES AND SERVICE SYSTEMS. Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				X
b) Require or result in construction of new water or wastewater treatment facilities				X

MV00200547

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
or expansion of existing facilities, the construction of which could cause significant environmental effects?				
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				X
e) Result in a determination by the wastewater treatment provider which serves or may serve the project determined that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X
(a. through e.) The proposed project is consistent with the General Plan, and therefore will not exceed wastewater requirements of the Regional Water Quality Control Board. Since the project is consistent with the General Plan land use, the project would not require or result in construction of new water or wastewater treatment facilities or expansion of existing facilities, or require or result in the construction of new storm water drainage facilities, or expansion of existing facilities.				
f)) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?				X
The needs of the project for solid waste capacity would be negligible. The proposed project is expected to result in the use of utilities similar to the commercial uses in the vicinity. The project will be served by a landfill in the Badlands with sufficient permitted capacity to accommodate the project's solid waste disposal needs per the City's EIR completed for the General Plan update.				
g) Comply with federal, state, and local statues and regulations related to solid waste?				X
The City is complying with State and Federal regulations regarding solid waste. All future projects will comply with the current policies regarding solid waste.				
XVIII. MANDATORY FINDINGS OF SIGNIFICANCE.				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?			X	
The project would not significantly degrade the quality of the environment or reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory. The analysis in this Initial Study demonstrates that project and cumulative impacts would be less than significant. Finally, the project consists of residential uses that would not result in substantial adverse health effects on human beings. The project has been conditioned to conduct a burrowing owl survey prior to any grading on the site. The project has also been conditioned to obtain the necessary permits or waivers for the alteration of the existing Quincy Channel from the U.S. Army Corps of Engineers and the California Department of Fish and Game. The project does not have the potential to degrade the quality of the environment. The project has been previously disked and therefore will have a less than significant impact on fish or wildlife resources. There are no historic structures on the site, and there will be no impact to historic resources.				
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?			X	
This project will not create any impacts, that when viewed in connection with existing land uses, other recently approved projects, and existing and future proposed land use designations (Comprehensive General Plan Update) and future projects, would be considered cumulatively considerable. It is not expected that the proposed tentative tract map would result in incremental effects. The analysis in this Initial Study demonstrates that the proposed project cumulative impacts would be less than significant.				
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X	
The project consists of a residential use that will not cause substantial adverse effects on human beings, either directly or indirectly for the reasons described in this checklist/initial study.				

MV00200548

PRELIMINARY GRADING PLAN
TENTATIVE TRACT MAP No. 36436
CITY OF MORENO VALLEY
RIVERSIDE COUNTY, CALIFORNIA

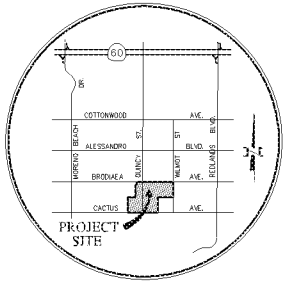

VICINITY MAP
NOT TO SCALE

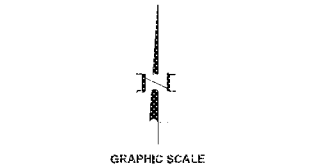

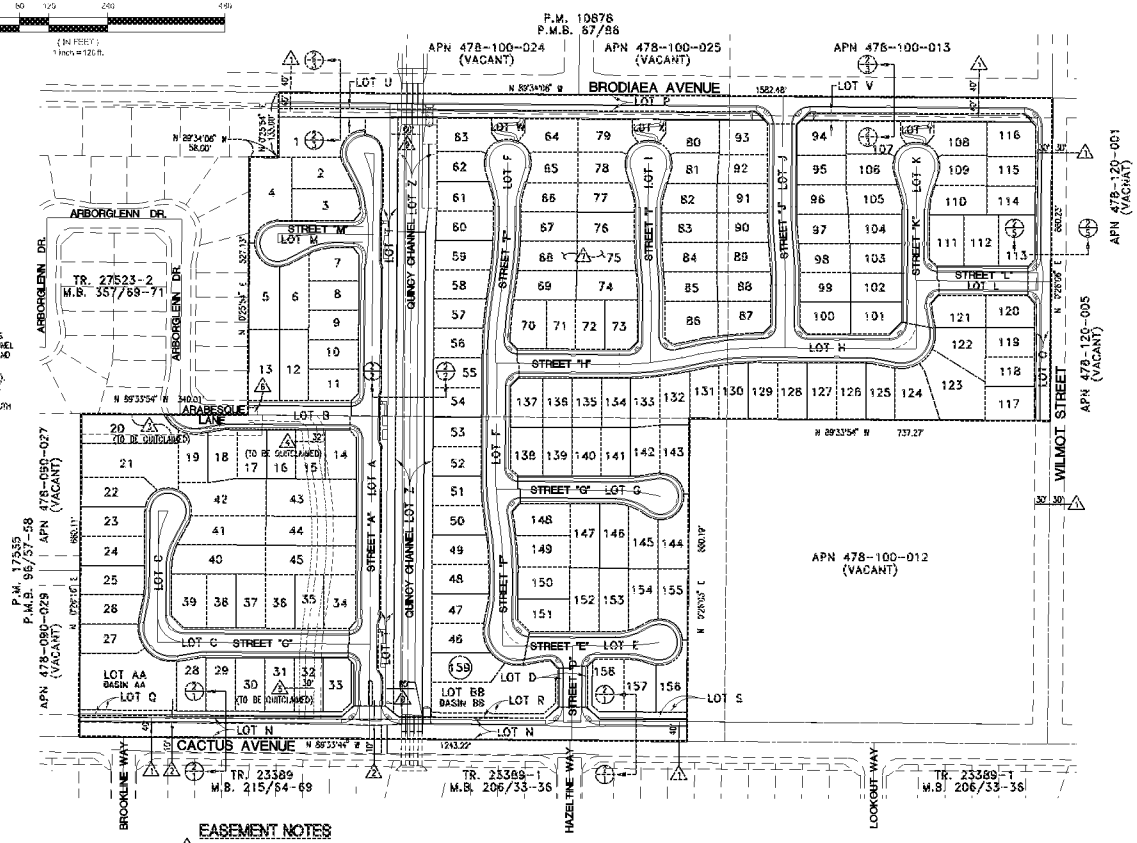

PROJECT DESCRIPTION

TTM 36436 IS PROPOSED AS A SINGLE-FAMILY DETACHED RESIDENTIAL PROJECT CONSISTING OF 159 LOTS ON 43.52 GROSS ACRES (TO CENTERLINE OF ADJACENT PUBLIC STREETS) RESULTING IN A GROSS DENSITY OF 3.65 DU/ACRE. THE NET ACREAGE OF 36.03 ACRES (RESIDENTIAL LOTS AND INTERIOR STREETS ONLY) RESULTS IN A NET DENSITY OF 4.41 DU/ACRE. THE LOTS WILL BE TYPICALLY SIXTY FEET WIDE AND ONE HUNDRED FEET DEEP WITH A SIX THOUSAND SQUARE MINIMUM LOT SIZE.

THE PROJECT WILL TAKE ACCESS FROM BRODIAEA AVENUE, WILMOT STREET AND CACTUS AVENUE. SECONDARY ACCESS IS ALSO AVAILABLE THROUGH TRACT NO. 27523-2, WITH THE EXTENSION OF ARABESQUE LANE. EACH OF THE THREE PERIMETER PUBLIC STREETS WILL HAVE LANDSCAPING INSTALLED TO CITY STANDARDS.

THE PROJECT WILL CONSTRUCT THE QUINCY STORM DRAIN CHANNEL FROM BRODIAEA AVENUE SOUTH TO CACTUS AVENUE. THE QUINCY CHANNEL CORRIDOR WILL ALSO CONTAIN A WETLANDS MITIGATION AREA WITHIN THE CHANNEL. TWO WATER QUALITY BASINS WILL ALSO BE PROVIDED TO CLEANSE THE PROJECT'S FIRST FLUSH STORMWATER AND DRY WEATHER NUISANCE FLOWS.

A CITY MULTI-PURPOSE TRAIL PARALLELING THE QUINCY CHANNEL ON ITS WEST SIDE (EAST SIDE OF STREET A). THIS NORTH-SOUTH TRAIL WILL CONNECT TO THE CACTUS AVENUE TRAIL AND TO THE PROPOSED TRAIL ON THE SOUTH SIDE OF BRODIAEA AVENUE. STREET A WILL INCLUDE PARKING BAYS LOCATED AT EACH OF THE THREE EAST-WEST CONNECTIONS TO STREET A. DIRECT PEDESTRIAN CONNECTIONS WILL BE MADE TO THE NORTH-SOUTH TRAIL AT EACH OF THESE THREE INTERSECTIONS.

GENERAL NOTES

THERE ARE NO KNOWN EXISTING WELLS, IRRIGATION LINES, CESSPOOLS, SEPTIC TANKS AND SEWAGE LEACH FIELDS.

ALL STREET RIGHT OF WAYS TO BE PUBLIC OWNED AND MAINTAINED.

THERE ARE NO KNOWN PREVIOUSLY FILLED AREAS WITHIN THE SITE, INCLUDING ANY LIQUID OR SOLID WASTE DISPOSAL SITES.

ALL HOMES SHALL BE FIRE SPRINKLERED.

THE APPLICANT/DEVELOPER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS, PURSUANT TO SECTION 66456.1 OF THE SUBDIVISION MAP ACT. A PHASING PLAN SHALL BE SUBMITTED FOR CITY APPROVAL PRIOR TO THE RECORDATION OF THE FIRST FINAL MAP.

A PERMISSION TO GRADE LETTER SHALL BE REQUIRED PRIOR TO ISSUANCE OF A GRADING PERMIT FOR ANY GRADING ON ADJACENT PROPERTIES.

NO BUILDING PERMITS SHALL BE ISSUED FOR LOTS AFFECTED BY EXISTING EASEMENTS UNTIL SUCH EASEMENTS HAVE BEEN QUITCLAIMED AND/OR VACATED.

NORTHERLY OFFSITE FLOWS WILL BE INTERCEPTED BY A PROPOSED LINED DITCH ON THE NORTH SIDE OF BRODIAEA.

NORTHERLY OFFSITE FLOWS, ON THE EAST SIDE OF WILMOT, WILL BE INTERCEPTED BY A PROPOSED LINED DITCH ON THE EAST SIDE OF WILMOT.

EAST SIDE PROJECT FLOWS WILL FLOW THROUGH THE EASTERLY WATER QUALITY BASIN (BASIN BB) AND OUTLET TO THE QUINCY CHANNEL.

WEST SIDE PROJECT FLOWS WILL FLOW THROUGH THE WESTERLY WATER QUALITY BASIN (BASIN AA) WITH AN OUTLET STORM DRAIN EXTENDING APPROXIMATELY 2100 FEET WESTERLY ALONG CACTUS AVENUE CONNECTING TO RCFC & WCD MORENO AQP LINE F-4, AT MORENO BEACH DRIVE. TRENCH REPAIR INCLUDING GRADING AND OVERLAY OF AT LEAST ONE LANE WILL BE REQUIRED WITH THIS EXTENSION.

LETTERED LOTS T, U AND V SHALL BE GRANTED TO THE PUBLIC FOR OPEN SPACE AND MULTI-USE TRAIL PURPOSES

PEDESTRIAN ACCESS EASEMENTS SHALL BE GRANTED TO THE PUBLIC OVER OPEN SPACE LOTS W, X AND Y.

ENVIRONMENTAL PERMITS/CLEARANCES

REGULATORY PERMITS NEEDED FOR THE PROJECT CONSIST OF A U.S. ARMY CORPS OF ENGINEERS (CORPS) SECTION 404 PERMIT, A CALIFORNIA FISH AND GAME SECTION 1602 STREAMBED ALTERATION AGREEMENT, AND A SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD SECTION 401 WATER QUALITY CERTIFICATION. THE CORPS SECTION 404 PERMIT COULD BE AN INDIVIDUAL SECTION 404 PERMIT OR A NATIONWIDE PERMIT 13, 14 AND/OR 29.

FLOOD NOTE

SUBJECT PROPERTY LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER FEMA FLOOD MAP 06065C0770G, EFFECTIVE DATE OF AUGUST 28, 2008.

EASEMENT NOTES

1. EASEMENT GRANTED TO THE PUBLIC FOR PUBLIC ROAD AND INCIDENTAL PURPOSES PER BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY MAP RECORDED IN BOOK 11, PAGE 10, OF OF SAN BERNARDINO COUNTY MAPS
2. EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR ELECTRICAL LINES AND INCIDENTAL PURPOSES REC. SEPT. 30, 1986 AS INSTRUMENT NO 97757, O.R.
3. EASEMENT IN FAVOR OF CACTUS RANCH, LLC FOR SLOPE AND TEMPORARY CONSTRUCTION PURPOSES RECORDED DEC. 2, 2003 AS INSTRUMENT NO. 2003-943813, O.R. (TO BE QUITCLAIMED)
4. EASEMENT IN FAVOR OF CACTUS RANCH, LLC FOR ROAD AND MAINTENANCE PURPOSES RECORDED JUNE 30, 2004 AS INSTRUMENT NO. 2004-0567104, O.R. (TO BE QUITCLAIMED)
5. EASEMENT IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT FOR SEWAGE TRANSMISSION AND INCIDENTAL PURPOSES REC. FEB. 10, 2005 AS INSTRUMENT NO. 2005-0115848, O.R. (TO BE QUITCLAIMED)
6. EASEMENT IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT FOR SEWAGE TRANSMISSION AND INCIDENTAL PURPOSES REC. FEB. 10, 2005 AS INSTRUMENT NO. 2005-0115849, O.R.
7. EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY FOR FACILITIES, INGRESS AND EGRESS RECORDED DECEMBER 11, 2006 AS INSTRUMENT NO. 2006-0607731, O.R. SAID EASEMENT IS BLANKET IN NATURE. (TO BE QUITCLAIMED)
8. EASEMENTS IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT FOR PIPELINES AND INCIDENTAL PURPOSES RECORDED MAR. 4, 1955, BOOK 1702, PAGE 369, & MAR. 23, 1959, BOOK 2434, PAGE 241, & MAR. 4, 1955, BOOK 1702, PAGE 457, & MAR. 4 1955, BOOK 1705, PAGE 552, ALL OFFICIAL RECORDS. THE LOCATION OF SAID EASEMENT CANNOT BE LOCATED FROM RECORDS.

VA EXISTING QUINCY STREET RIGHT OF WAY TO BE VACATED.

EARTHWORK QUANTITIES (SEE PRELIMINARY GRADING PLAN)

	CUT	FILL
MASS EXCAVATION	94,273 CY	86,087 CY
SHRINKAGE (20%)	(18,855 CY)	-
CLEARING & GRUBBING (0.1")	(7,275 CY)	-
SUBSIDENCE (0.1')	(7,275 CY)	-
OVEREXCAVATION	259,886 CY	259,886 CY
SHRINKAGE (20%)	(51,978 CY)	-
TOTAL	288,776 CY	345,983 CY
IMPORT	IMPORT	77,207 CY

SOURCE OF TOPOGRAPHY

COMPILED BY PHOTOGRAPHIC METHODS FROM AERIAL PHOTOGRAPHY DATED DECEMBER 2, 2011 BY DON READ CORPORATION.

SHEET INDEX:

COVER SHEET	SHEET 1
TYPICAL SECTIONS & DETAILS	SHEET 2
TENTATIVE TRACT MAP	SHEETS 3-6

LEGAL DESCRIPTION

BEING A SUBDIVISION OF A PORTION OF LOT 1 AND LOTS 3, 4, 5 AND 8 OF BLOCK 134 AS SHOWN BY MAP NO. 1 OF BEAR VALLEY & ALESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, LYING WITHIN SECTION 14, TOWNSHIP 3 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN.

ASSESSOR'S PARCEL NUMBERS

A.P.N. 478-100-034 A.P.N. 478-100-010
A.P.N. 478-090-007 A.P.N. 478-100-009
A.P.N. 478-080-036

UTILITY PURVEYORS

WATER:	EMWD	ELECTRIC:	MORENO VALLEY ELECTRIC UTILITY
SEWER:	EMWD	TELEPHONE:	VERIZON
CABLE TV:	ADELPHIA	SOLID WASTE:	WASTE MANAGEMENT OF INLAND VALLEY
GAS:	SOUTHERN CALIFORNIA GAS COMPANY		

ZONING DATA:

EXISTING GENERAL PLAN:	R10/R15
PROPOSED GENERAL PLAN:	R5
EXISTING ZONING:	R10/R15
PROPOSED ZONING:	R5

LAND USE DATA:

EXISTING LAND USE:	VACANT (UNDEVELOPED)
PROPOSED LAND USE:	SINGLE FAMILY RESIDENTIAL
EXISTING ADJACENT LAND USE:	SINGLE FAMILY RESIDENTIAL - NORTH, WEST & SOUTH VACANT (UNDEVELOPED) - NORTH & EAST

LAND USE SUMMARY

LOTS	LAND USE	ACREAGE	PERCENT(%)
1 - 159	SINGLE-FAMILY RESIDENTIAL	28.07	61.97%
A-M	PUBLIC STREETS (ONSITE)	9.06	20.80%
N-P	PUBLIC STREETS (BRODIAEA, WILMOT, CACTUS)	3.10	7.12%
Q-Z	LANDSCAPE/PUBLIC ACCESS LOTS	1.20	2.75%
AA-BB	WATER QUALITY BASINS	1.04	2.39%
CC	RCFCD QUINCY CHANNEL	2.15	4.94%
	GROSS ACREAGE	43.52 AC.	100.0%
	NET ACREAGE 28.07 + 9.08 = 36.03 AC.		

DENSITY

159 UNITS/43.52 GROSS ACRES = 3.65 UNITS PER ACRE GROSS
159 UNITS/36.03 NET ACRES = 4.41 UNITS PER ACRE NET

TYPICAL RESIDENTIAL LOTS

TYPICAL WIDTH = 60 FEET
TYPICAL DEPTH = 100 FEET
MINIMUM LOT AREA = 6,000 SQUARE FEET

LOT FRONTAGE NOTE:

THE FOLLOWING LOTS HAVE FRONTAGE LESS THAN 50 FEET:
LOTS 21 & 22 - 44 FEET
LOTS 83, 84, 79, 80, 107, 108 & 159 - 35 FEET
LOT 122 - 43 FEET
LOT 123 - 40 FEET

APPLICANT/DEVELOPER

CV COMMUNITIES, LLC
1900 QUAIL STREET
NEWPORT BEACH, CA 92705
PH: (949) 258-7538
FAX: (949) 376-5522
CONTACT: RYAN THOMAS

OWNER

CV COMMUNITIES, LLC
1900 QUAIL STREET
NEWPORT BEACH, CA 92660
PH: (949) 258-7538
FAX: (949) 376-5522
CONTACT: RYAN THOMAS

CIVIL ENGINEER

STANLEY C. MORSE, RCE 20596, EXP. 9-30-13 — DATE 10/30/12

REGISTERED PROFESSIONAL ENGINEER STANLEY C. MORSE No. 20596 Exp. 9-30-13 CIVIL STATE OF CALIFORNIA

MDS CONSULTING — MORENO VALLEY — ONTARIO — PLANNERS ENGINEERS SURVEYORS

PA12-00004, PA12-0005

PRELIMINARY GRADING PLAN

TENTATIVE TRACT MAP No. 36436

CITY OF MORENO VALLEY

DATE PREPARED: OCTOBER 30, 2012

SHEET 1 OF 6 SHEETS

PRELIMINARY GRADING PLAN - TENTATIVE TRACT 36436

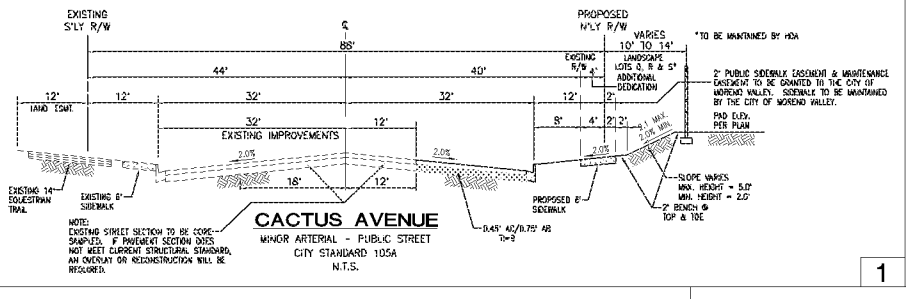

CACTUS AVENUE

MINOR ARTERIAL - PUBLIC STREET
CITY STANDARD 105A
N.T.S.

1

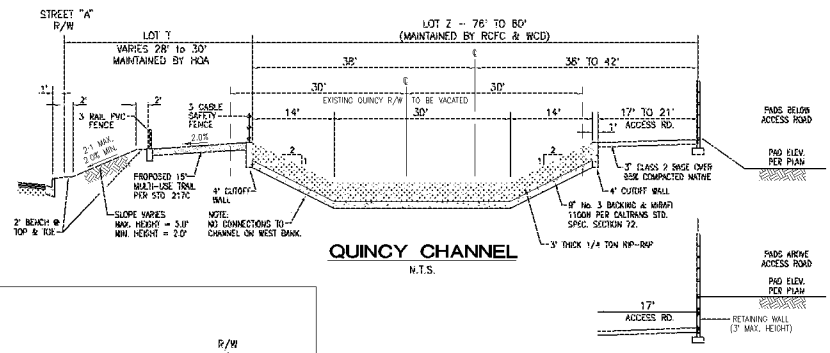

QUINCY CHANNEL

N.T.S.

2

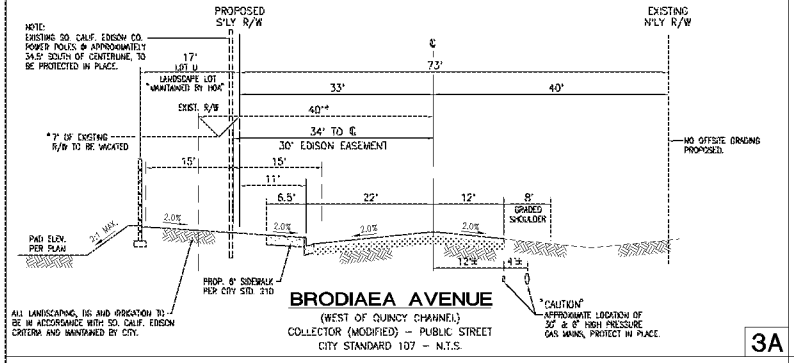

BRODIAEA AVENUE

(WEST OF QUINCY CHANNEL)
COLLECTOR (MODIFIED) - PUBLIC STREET
CITY STANDARD 107 - N.T.S.

3A

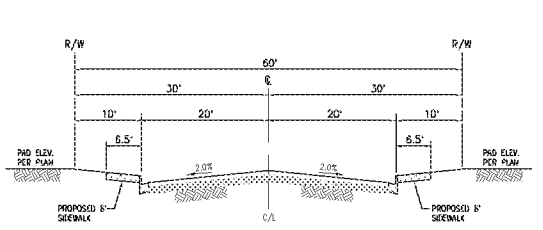

TYPICAL SECTION 60' R/W

GENERAL LOCAL STREET - PUBLIC STREET
CITY STANDARD 108A
STREETS B, D, H, J, L AND PORTIONS OF STREETS C, E, F & K
N.T.S.

5

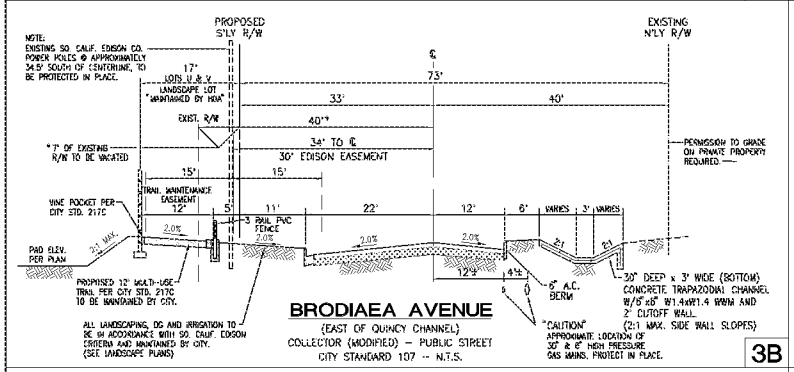

BRODIAEA AVENUE

(EAST OF QUINCY CHANNEL)
COLLECTOR (MODIFIED) - PUBLIC STREET
CITY STANDARD 107 -- N.T.S.

3B

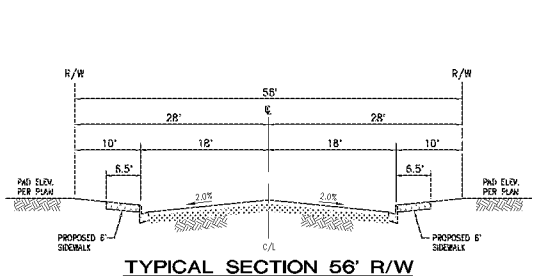

TYPICAL SECTION 56' R/W

SHORT LOCAL STREET - PUBLIC STREET
CITY STANDARD 108B
STREETS G, I, M AND PORTIONS OF STREETS C, E, F & K
N.T.S.

6

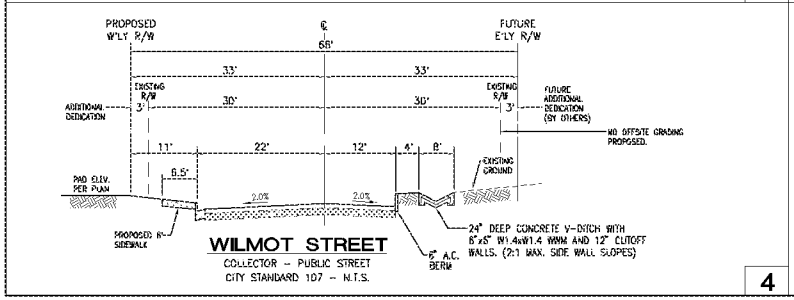

WILMOT STREET

COLLECTOR - PUBLIC STREET
CITY STANDARD 107 - N.T.S.

4

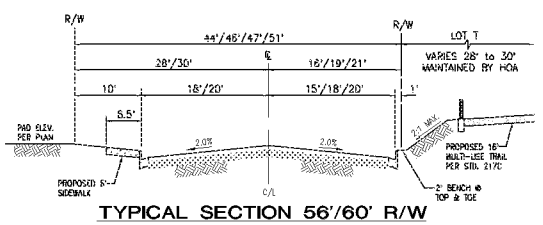

TYPICAL SECTION 56'/60' R/W

GENERAL LOCAL STREET - PUBLIC STREET
CITY STANDARD 108A
STREET A
N.T.S.

7

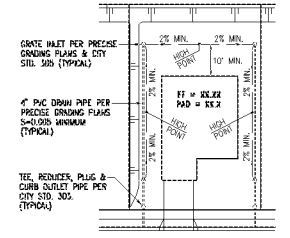

TYPICAL LOT DRAINAGE

PER CITY STANDARDS 303, 304, 305 & 306
N.T.S.

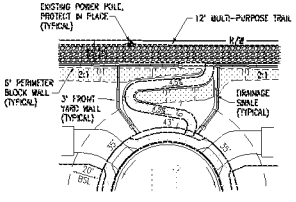

TYPICAL ACCESS TO CUL-DE-SAC

LETTERED LOTS W, X & Y
N.T.S.

DESIGN NOTES:
OVERALL ACCESS SIDEWALK LENGTH = 108 FEET
MAXIMUM GRADE = 4.5%
MAXIMUM CROSS SLOPE = 1.5%

OWNERSHIP AND MAINTENANCE NOTES:
LETTERED LOTS W, X & Y, UPON COMPLETION OF IMPROVEMENTS, SHALL BE GRANTED TO THE PROJECT'S HOMEOWNER'S ASSOCIATION, AND SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

A 6' WIDE PUBLIC ACCESS & MAINTENANCE EASEMENT (FOLLOWING THE ALIGNMENT OF THE ACCESS SIDEWALK) SHALL BE GRANTED TO THE CITY OF MORENO VALLEY. (SIDEWALK TO BE MAINTAINED BY THE CITY OF MORENO VALLEY)

LEGEND/ABBREVIATION

EXISTING STREET ELEVATION	1820.00
PROPOSED STORM DRAIN	SD
PROPOSED SEWER SYSTEM	SS
PROPOSED WATER SYSTEM	W
PROPOSED CONTOUR	1680'
PROPOSED CONCRETE DRAINAGE DITCH	
ASPHALT PAVING	
CONCRETE	
PAR (COURSE STATION)	
MULTI-PURPOSE TRAIL	
PATTERN STAMPED ASPHALT	
DG ACCESS ROAD (QUINCY CHANNEL)	
EXISTING	EX.
MAXIMUM	MAX.
CATCH BASIN	CB
PERIMETER TUBULAR FENCE	
PROPOSED RETAINING WALL	
TENTATIVE TRACT BOUNDARY	
PROPOSED CENTERLINE	
PROPOSED VARIABLE SLOPE	
SHEET NUMBER / SECTION NUMBER	X / X
PROPOSED CENTERLINE RADIUS	R=300'
PRIVATE STREET	STREET 'A'
LOT NUMBER	274
CENTERLINE INTERSECTION DISTANCE	XXX'℄
PROPOSED PAD ELEVATION	PAD=720.0
PROPOSED FINISH FLOOR ELEVATION	FF=720.5
TOP OF CURB	TC
BEGIN OF VERTICAL CURVE	BVC
MIDDLE OF VERTICAL CURVE	MVC
END OF VERTICAL CURVE	EVC
RETAINING WALL HEIGHT	RW=X'

PA12-0004, PA12-0005

PRELIMINARY GRADING PLAN

TENTATIVE TRACT
MAP No. 36436
CITY OF MORENO VALLEY

OCTOBER 30, 2012
SHEET 2 OF 6 SHEETS

PRELIMINARY GRADING PLAN - TENTATIVE TRACT 36436

MV00200550

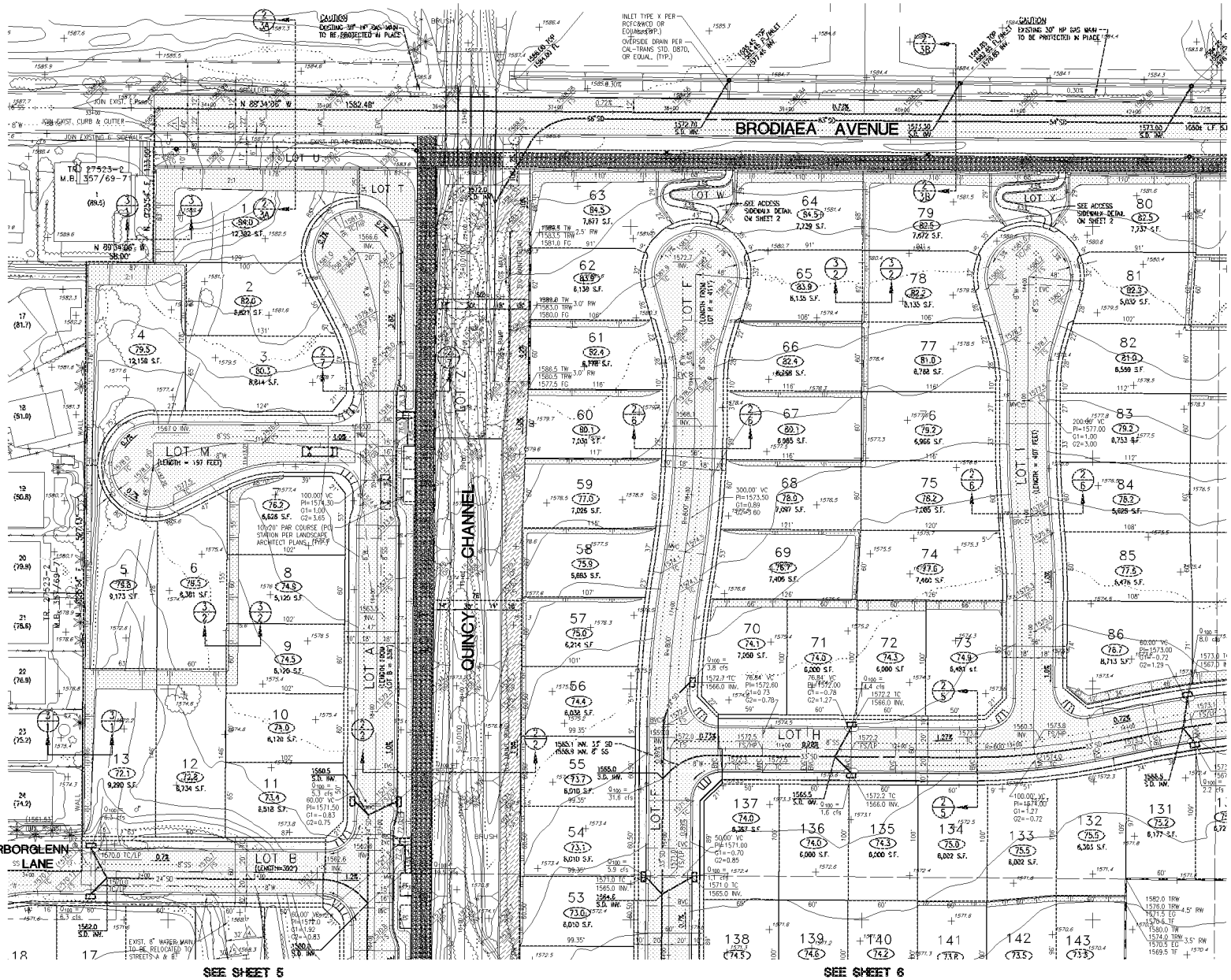

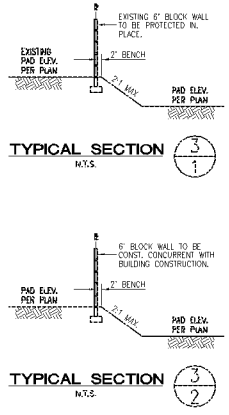

SEE SHEET 4

SEE SHEET 4

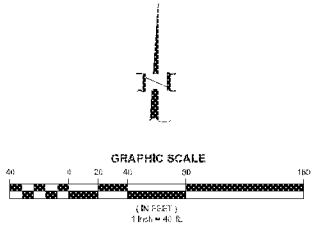

PA12-0004, PA12-0005

PRELIMINARY GRADING PLAN

TENTATIVE TRACT
MAP No. 36436

CITY OF MORENO VALLEY

OCTOBER 30, 2012
SHEET 3 OF 6 SHEETS

PRELIMINARY GRADING PLAN - TENTATIVE TRACT 36436

MV00200551

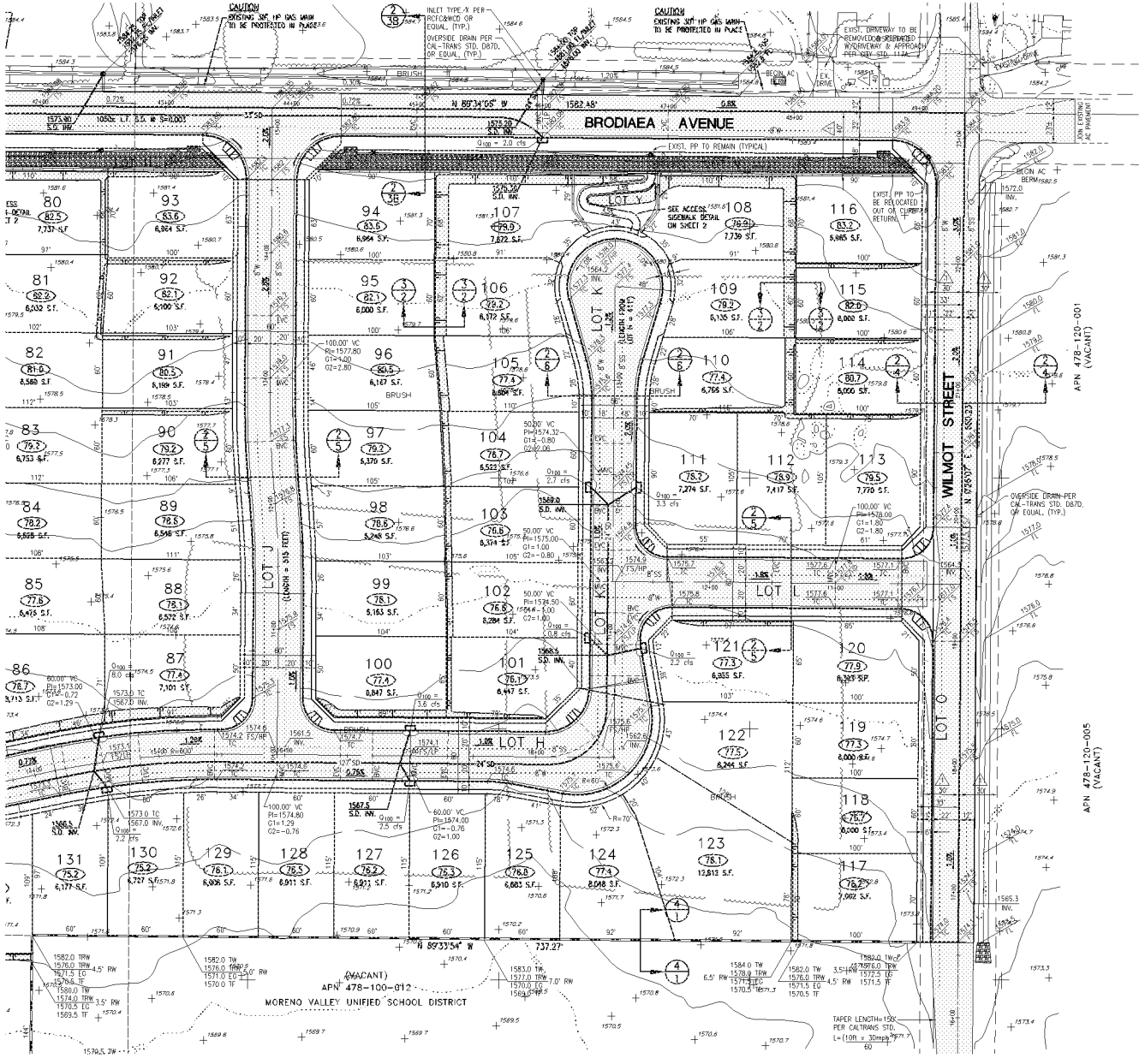

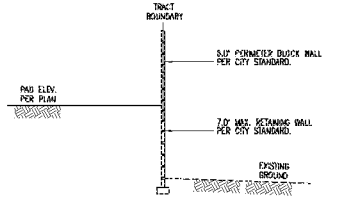

TYPICAL SECTION 4/1
N.T.S.

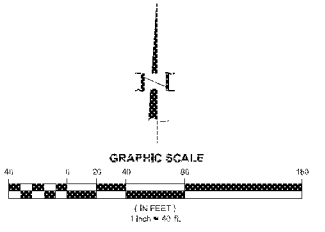

PA12-0004, PA12-0005

PRELIMINARY GRADING PLAN

TENTATIVE TRACT MAP No. 36436

CITY OF MORENO VALLEY

OCTOBER 30, 2012
SHEET 4 OF 6 SHEETS

PRELIMINARY GRADING PLAN - TENTATIVE TRACT 36436

MV00200552

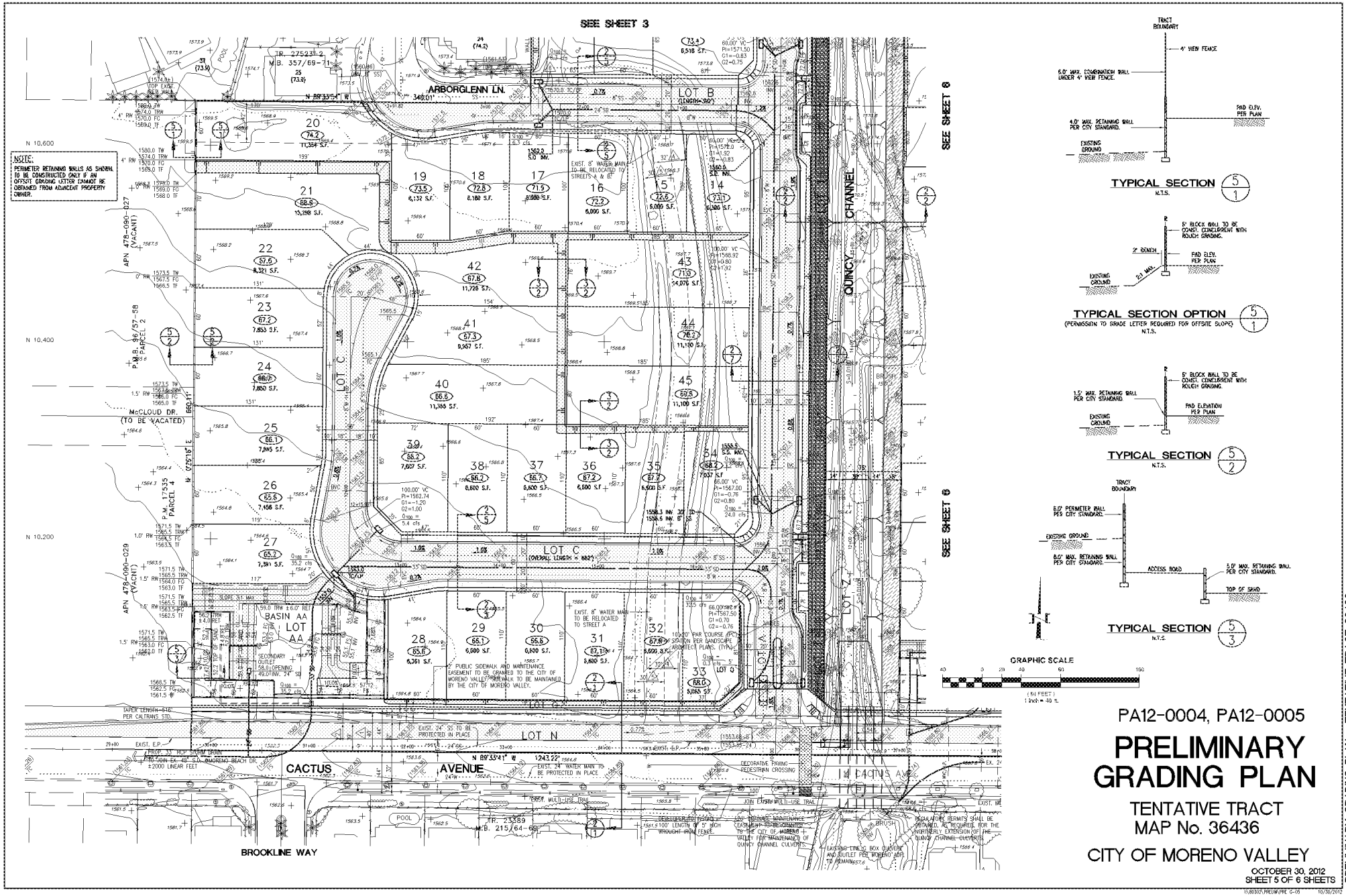
SEE SHEET 3
SEE SHEET 6
ARBORGLENN LN.
CACTUS AVENUE
BROOKLINE WAY
McCLOUD DR. (TO BE VACATED)
QUINCY CHANNEL
LOT B
LOT C
LOT N
LOT Q
BASIN AA LOT AA
POOL
NOTE:
PERIMETER RETAINING WALLS AS SHOWN TO BE CONSTRUCTED ONLY IF AN OFFSITE GRADING LETTER CANNOT BE OBTAINED FROM ADJACENT PROPERTY OWNER.
TYPICAL SECTION
TYPICAL SECTION OPTION
(PERMISSION TO GRADE LETTER REQUIRED FOR OFFSITE SLOPE)
TYPICAL SECTION
TYPICAL SECTION
GRAPHIC SCALE
PA12-0004, PA12-0005
PRELIMINARY GRADING PLAN
TENTATIVE TRACT MAP No. 36436
CITY OF MORENO VALLEY
OCTOBER 30, 2012
SHEET 5 OF 6 SHEETS
PRELIMINARY GRADING PLAN - TENTATIVE TRACT 36436

MV00200553

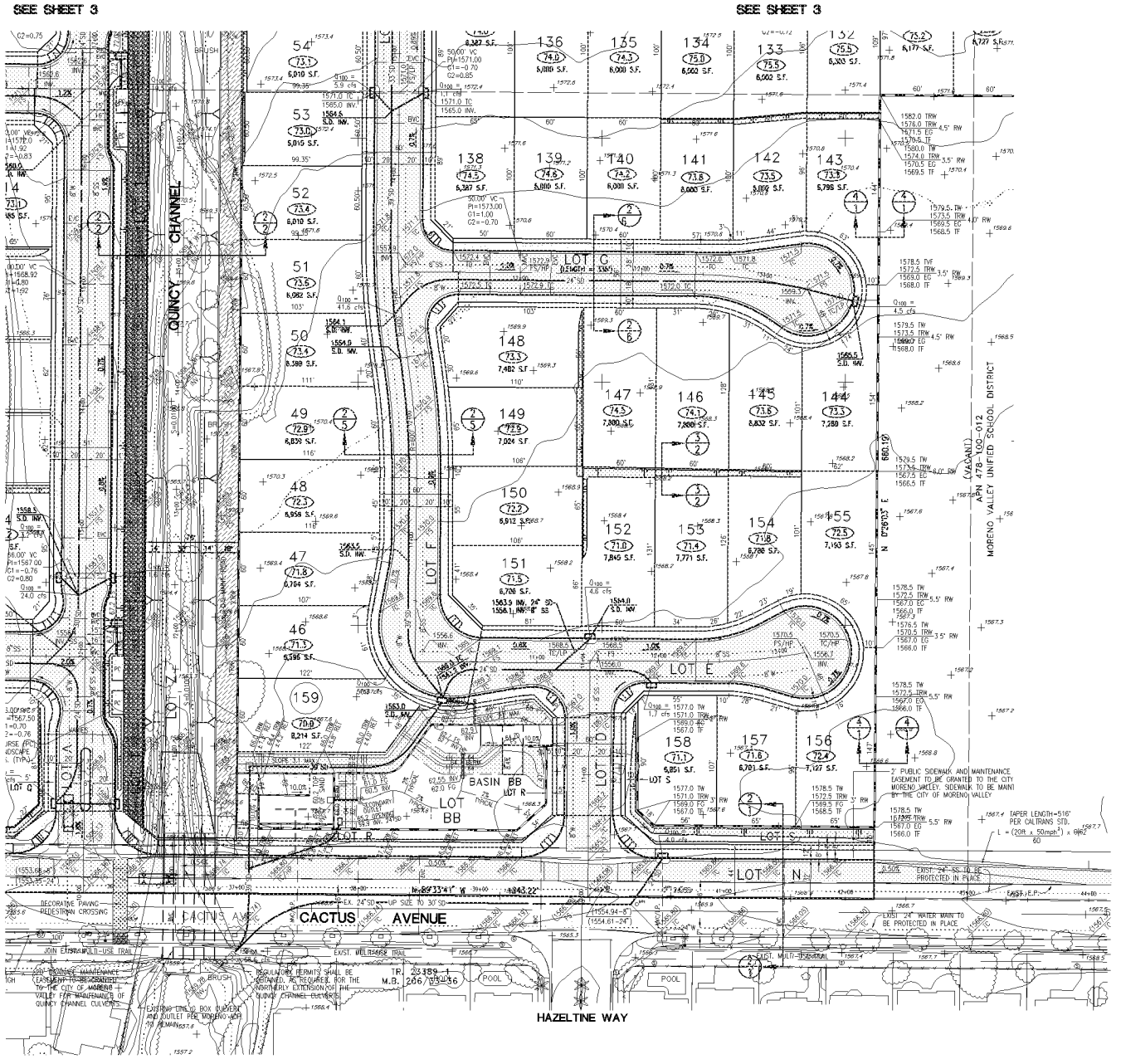

PA12-0004, PA12-0005

PRELIMINARY GRADING PLAN

TENTATIVE TRACT
MAP No. 36436

CITY OF MORENO VALLEY

OCTOBER 30, 2012
SHEET 6 OF 6 SHEETS

PRELIMINARY GRADING PLAN - TENTATIVE TRACT 36436

MV00200554

PLANNED UNIT DEVELOPMENT SITE PLAN
TENTATIVE TRACT MAP No. 36436
CITY OF MORENO VALLEY
RIVERSIDE COUNTY, CALIFORNIA

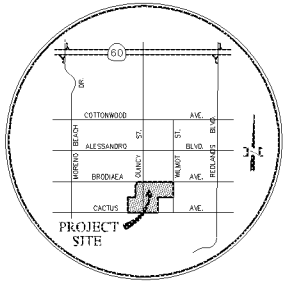

VICINITY MAP
NOT TO SCALE

GRAPHIC SCALE
1 IN FEET
1 inch = 120 ft.

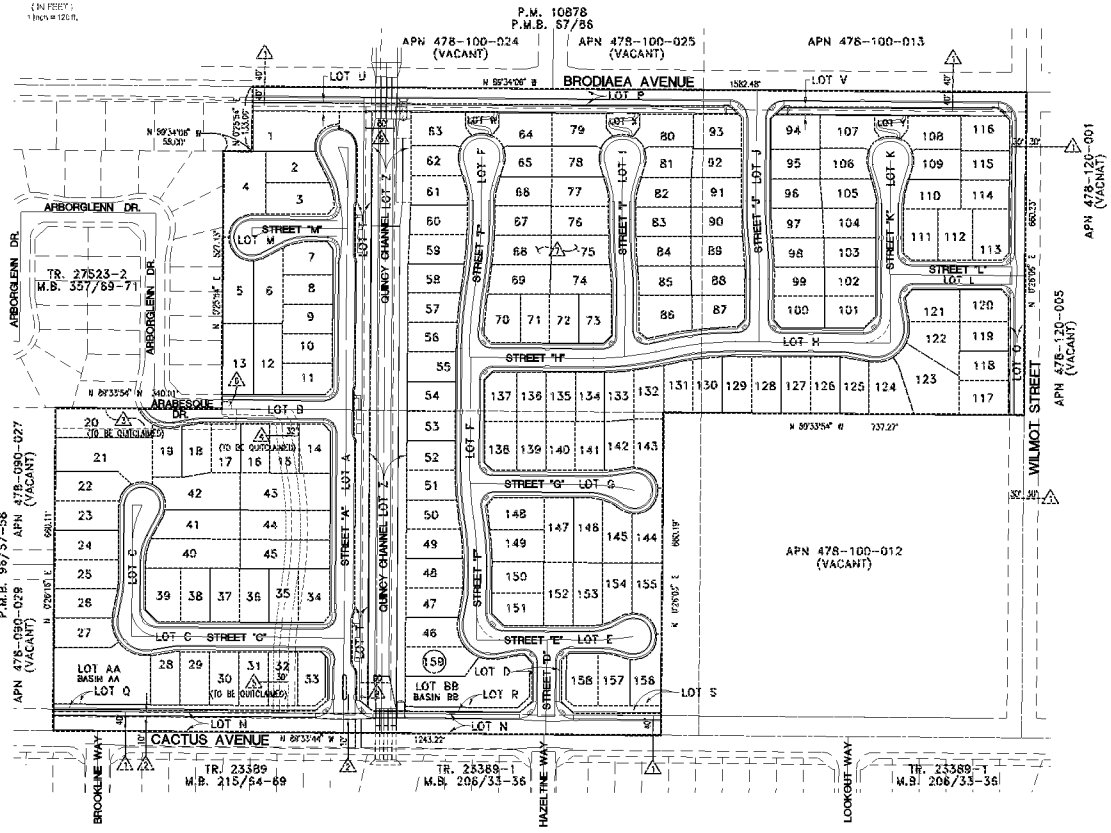

LEGAL DESCRIPTION

BEING A SUBDIVISION OF A PORTION OF LOT 1 AND LOTS 3, 4, 5 AND 8 OF BLOCK 134 AS SHOWN BY MAP NO. 1 OF BEAR VALLEY & ALESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, LYING WITHIN SECTION 14, TOWNSHIP 3 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN.

ASSESSOR'S PARCEL NUMBERS

A.P.N. 478-100-034
A.P.N. 478-090-027
A.P.N. 478-090-030
A.P.N. 478-100-010
A.P.N. 478-100-009

UTILITY PURVEYORS

WATER:	EMWD	ELECTRIC:	MORENO VALLEY ELECTRIC UTILITY
SEWER:	EMWD	TELEPHONE:	VERIZON
CABLE TV:	ADELPHIA	SOLID WASTE:	WASTE MANAGEMENT OF INLAND VALLEY
GAS:	SOUTHERN CALIFORNIA GAS COMPANY		

ZONING DATA:

EXISTING GENERAL PLAN:	R10/R15
PROPOSED GENERAL PLAN:	R5
EXISTING ZONING:	R10/R15
PROPOSED ZONING:	R5

LAND USE DATA:

EXISTING LAND USE:	VACANT (UNDEVELOPED)
PROPOSED LAND USE:	SINGLE FAMILY RESIDENTIAL
EXISTING ADJACENT LAND USE:	SINGLE FAMILY RESIDENTIAL – NORTH, WEST & SOUTH VACANT (UNDEVELOPED) – NORTH & EAST

LAND USE SUMMARY

LOTS	LAND USE	ACREAGE	PERCENT(%)
1-159	SINGLE-FAMILY RESIDENTIAL	26.97	61.97%
A-M	PUBLIC STREETS (ONSITE)	9.08	20.82%
N-P	PUBLIC STREETS (BRODIAEA, WILMOT, CACTUS)	3.10	7.12%
Q-Z	LANDSCAPE/PUBLIC ACCESS LOTS	1.20	2.76%
AA-BB	WATER QUALITY BASINS	1.04	2.39%
CC	RCFCD QUINCY CHANNEL	2.13	4.94%
	GROSS ACREAGE	43.52 AC.	100.00%
	NET ACREAGE 26.97 + 9.06 = 36.03 AC.		

DENSITY

159 UNITS/43.52 GROSS ACRES = 3.65 UNITS PER ACRE GROSS
159 UNITS/36.03 NET ACRES = 4.41 UNITS PER ACRE NET

BUILDING SETBACKS

FRONT	20 FEET
REAR	15 FEET
INTERIOR SIDE	5 FEET
STREET SIDE	10 FEET

TYPICAL RESIDENTIAL LOTS

TYPICAL WIDTH = 60 FEET
TYPICAL DEPTH = 100 FEET
MINIMUM LOT AREA = 6,000 SQUARE FEET

LOT FRONTAGE NOTE:

THE FOLLOWING LOTS HAVE FRONTAGE LESS THAN 50 FEET:
LOTS 21 & 22 – 44 FEET
LOTS 63, 64, 79, 80, 107, 108 & 159 – 35 FEET
LOT 122 – 43 FEET
LOT 123 – 40 FEET

CONCURRENT APPLICATIONS:

TENTATIVE TRACT MAP No. 36436
GENERAL PLAN AMENDMENT & CHANGE OF ZONE
NOTE: SEE PRELIMINARY GRADING PLAN FOR TENTATIVE TRACT MAP No. 36436 FOR PROPOSED PROJECT SITE GRADING AND DRAINAGE.

PROJECT DESCRIPTION

TTM 36436 IS PROPOSED AS A SINGLE-FAMILY DETACHED RESIDENTIAL PROJECT CONSISTING OF 159 LOTS ON 43.52 GROSS ACRES (TO CENTERLINE OF ADJACENT PUBLIC STREETS), RESULTING IN A GROSS DENSITY OF 3.65 DU/ACRE. THE NET ACREAGE OF 36.03 ACRES (RESIDENTIAL LOTS AND INTERIOR STREETS ONLY) RESULTS IN A NET DENSITY OF 4.41 DU/ACRE. THE LOTS WILL BE TYPICALLY SIXTY FEET WIDE AND ONE HUNDRED FEET DEEP WITH A SIX THOUSAND SQUARE MINIMUM LOT SIZE.

THE PROJECT WILL TAKE ACCESS FROM BRODIAEA AVENUE, WILMOT STREET AND CACTUS AVENUE. SECONDARY ACCESS IS ALSO AVAILABLE THROUGH TRACT NO. 27523-2, WITH THE EXTENSION OF ARABESQUE LANE. EACH OF THE THREE PERIMETER PUBLIC STREETS WILL HAVE LANDSCAPING INSTALLED TO CITY STANDARDS.

THE PROJECT WILL CONSTRUCT THE QUINCY STORM DRAIN CHANNEL FROM BRODIAEA AVENUE SOUTH TO CACTUS AVENUE. THE QUINCY CHANNEL CORRIDOR WILL ALSO CONTAIN A WETLANDS MITIGATION AREA WITHIN THE CHANNEL. TWO WATER QUALITY BASINS WILL ALSO BE PROVIDED TO CLEANSE THE PROJECT'S FIRST FLUSH STORMWATER AND DRY WEATHER NUISANCE FLOWS.

A CITY MULTI-PURPOSE TRAIL PARALLELING THE QUINCY CHANNEL ON ITS WEST SIDE (EAST SIDE OF STREET A), IS PROPOSED. THIS NORTH-SOUTH TRAIL WILL CONNECT TO THE CACTUS AVENUE TRAIL AND TO THE PROPOSED TRAIL ON THE SOUTH SIDE OF BRODIAEA AVENUE. STREET A WILL INCLUDE PARKING BAYS LOCATED AT EACH OF THE THREE EAST-WEST CONNECTIONS TO STREET A. DIRECT PEDESTRIAN CONNECTIONS WILL BE MADE TO THE NORTH-SOUTH TRAIL AT EACH OF THESE THREE INTERSECTIONS.

GENERAL NOTES

THERE ARE NO KNOWN EXISTING WELLS, IRRIGATION LINES, CESSPOOLS, SEPTIC TANKS AND SEWAGE LEACH FIELDS.

ALL STREET RIGHT OF WAYS TO BE PUBLIC OWNED AND MAINTAINED.

THERE ARE NO KNOWN PREVIOUSLY FILLED AREAS WITHIN THE SITE, INCLUDING ANY LIQUID OR SOLID WASTE DISPOSAL SITES.

ALL HOMES SHALL BE FIRE SPRINKLERED.

THE APPLICANT/DEVELOPER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS, PURSUANT TO SECTION 66456.1 OF THE SUBDIVISION MAP ACT. A PHASING PLAN SHALL BE SUBMITTED FOR APPROVAL BY THE CITY PRIOR TO THE RECORDATION OF THE FIRST FINAL MAP.

A PERMISSION TO GRADE LETTER SHALL BE REQUIRED PRIOR TO ISSUANCE OF A GRADING PERMIT FOR ANY GRADING ON ADJACENT PROPERTIES.

NO BUILDING PERMITS SHALL BE ISSUED FOR LOTS AFFECTED BY EXISTING EASEMENTS UNTIL SUCH EASEMENTS HAVE BEEN QUITCLAIMED AND/OR VACATED.

NORTHERLY OFFSITE FLOWS WILL BE INTERCEPTED BY A PROPOSED LINED DITCH ON THE NORTH SIDE OF BRODIAEA.

NORTHERLY OFFSITE FLOWS, ON THE EAST SIDE OF WILMOT, WILL BE INTERCEPTED BY A PROPOSED LINED DITCH ON THE EAST SIDE OF WILMOT.

EAST SIDE PROJECT FLOWS WILL FLOW THROUGH THE EASTERLY WATER QUALITY BASIN (BASIN BB) AND OUTLET TO THE QUINCY CHANNEL.

WEST SIDE PROJECT FLOWS WILL FLOW THROUGH THE WESTERLY WATER QUALITY BASIN (BASIN AA) WITH AN OUTLET STORM DRAIN EXTENDING APPROXIMATELY 2000 FEET WESTERLY ALONG CACTUS AVENUE CONNECTING TO RCFC & WCD MORENO AQP LINE F-4, AT MORENO BEACH DRIVE. TRENCH REPAIR INCLUDING GRADING AND OVERLAY OF AT LEAST ONE LANE WILL BE REQUIRED WITH THIS EXTENSION.

LETTERED LOTS T, U AND V SHALL BE GRANTED TO THE PUBLIC FOR OPEN SPACE AND MULTI-USE TRAIL PURPOSES.

PEDESTRIAN ACCESS EASEMENTS SHALL BE GRANTED TO THE PUBLIC OVER OPEN SPACE LOTS W, X AND Y.

ENVIRONMENTAL PERMITS/CLEARANCES

REGULATORY PERMITS NEEDED FOR THE PROJECT CONSIST OF A U.S. ARMY CORPS OF ENGINEERS (CORPS) SECTION 404 PERMIT, A CALIFORNIA FISH AND GAME SECTION 1602 STREAMBED ALTERATION AGREEMENT, AND A SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD SECTION 401 WATER QUALITY CERTIFICATION. THE CORPS SECTION 404 PERMIT COULD BE AN INDIVIDUAL SECTION 404 PERMIT OR A NATIONWIDE PERMIT 13, 14 AND/OR 29.

FLOOD NOTE

SUBJECT PROPERTY LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER FEMA FLOOD MAP 06065C0770G, EFFECTIVE DATE OF AUGUST 28, 2008.

EASEMENT NOTES

1. EASEMENT GRANTED TO THE PUBLIC FOR PUBLIC ROAD AND INCIDENTAL PURPOSES PER BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY MAP RECORDED IN BOOK 11, PAGE 10, OF OF SAN BERNARDINO COUNTY MAPS.
2. EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR ELECTRICAL LINES AND INCIDENTAL PURPOSES REC. SEPT. 30, 1965 AS INSTRUMENT NO 97257, O.R.
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9. EXISTING QUINCY STREET RIGHT OF WAY TO BE VACATED.

SHEET INDEX:

COVER SHEET	SHEET 1
TYPICAL SECTIONS & DETAILS	SHEET 2
CUP SITE PLAN	SHEETS 3 & 4

APPLICANT/DEVELOPER

CV COMMUNITIES, LLC
1900 QUAIL STREET
NEWPORT BEACH, CA 92705
PH: (949) 258-7535
FAX: (949) 376-5522
CONTACT: RYAN THOMAS

OWNER

CV COMMUNITIES, LLC
1900 QUAIL STREET
NEWPORT BEACH, CA 92660
PH: (949) 258-7535
FAX: (949) 376-5522
CONTACT: RYAN THOMAS

PA12-0004

P.U.D. SITE PLAN
TENTATIVE TRACT MAP No. 36436
CITY OF MORENO VALLEY

OCTOBER 30, 2012
SHEET 1 OF 4 SHEETS

PLANNED UNIT DEVELOPMENT - TENTATIVE TRACT MAP No. 36436

MV00200555

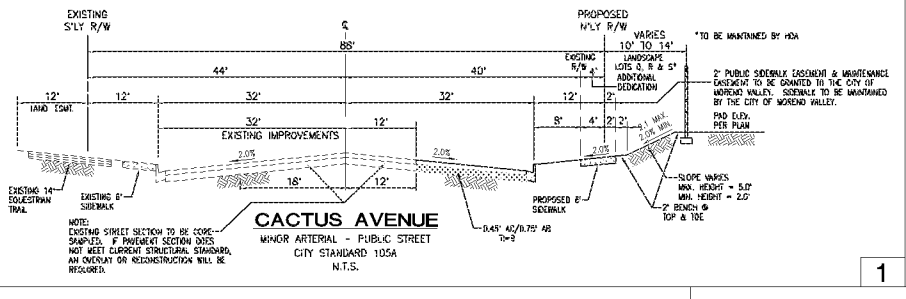

CACTUS AVENUE

MINOR ARTERIAL - PUBLIC STREET
CITY STANDARD 105A
N.T.S.

1

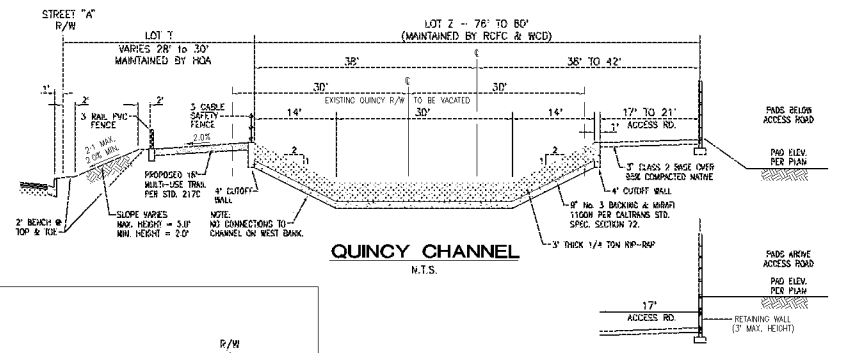

QUINCY CHANNEL

N.T.S.

2

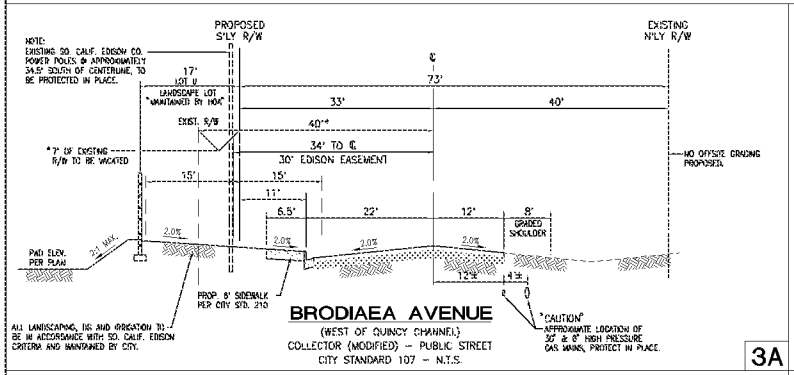

BRODIAEA AVENUE

(WEST OF QUINCY CHANNEL)
COLLECTOR (MODIFIED) - PUBLIC STREET
CITY STANDARD 107 - N.T.S.

3A

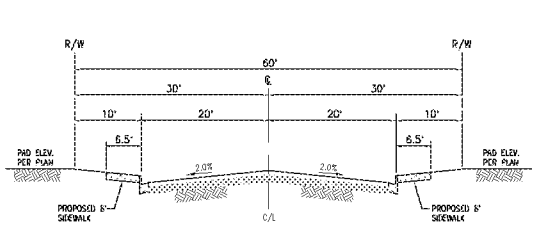

TYPICAL SECTION 60' R/W

GENERAL LOCAL STREET - PUBLIC STREET
CITY STANDARD 108A
STREETS B, D, H, J, L AND PORTIONS OF STREETS C, E, F & K
N.T.S.

5

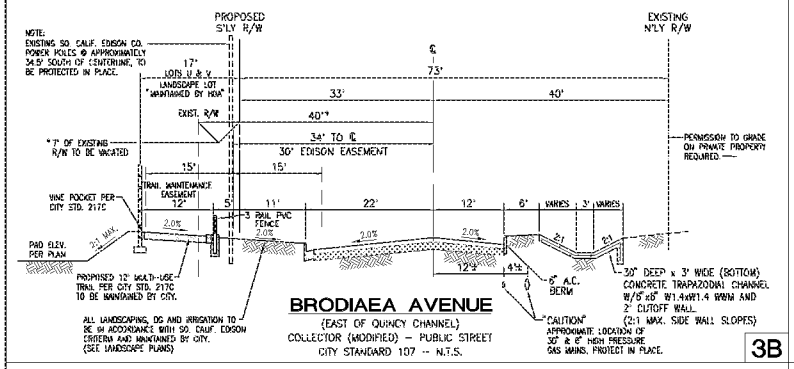

BRODIAEA AVENUE

(EAST OF QUINCY CHANNEL)
COLLECTOR (MODIFIED) - PUBLIC STREET
CITY STANDARD 107 -- N.T.S.

3B

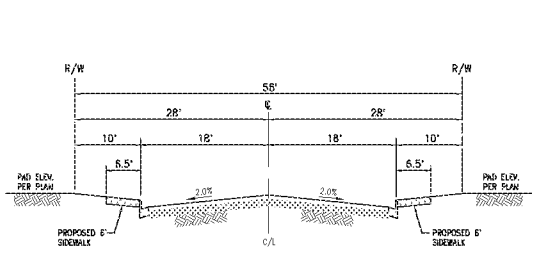

TYPICAL SECTION 56' R/W

SHORT LOCAL STREET - PUBLIC STREET
CITY STANDARD 108B
STREETS G, I, M AND PORTIONS OF STREETS C, E, F & K
N.T.S.

6

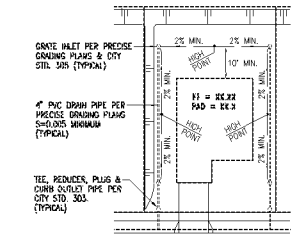

TYPICAL LOT DRAINAGE

PER CITY STANDARDS 303, 304, 305 & 306
N.T.S.

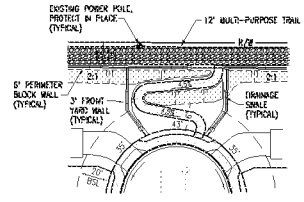

TYPICAL ACCESS TO CUL-DE-SAC

LETTERED LOTS W, X & Y
N.T.S.

DESIGN NOTES:
OVERALL ACCESS SIDEWALK LENGTH = 108 FEET
MAXIMUM GRADE = 4.5%
MAXIMUM CROSS SLOPE = 1.5%

OWNERSHIP AND MAINTENANCE NOTES:
LETTERED LOTS W, X & Y, UPON COMPLETION OF IMPROVEMENTS, SHALL BE GRANTED TO THE PROJECT'S HOMEOWNER'S ASSOCIATION, AND SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

A 6' WIDE PUBLIC ACCESS & MAINTENANCE EASEMENT (FOLLOWING THE ALIGNMENT OF THE ACCESS SIDEWALK) SHALL BE GRANTED TO THE CITY OF MORENO VALLEY. (SIDEWALK TO BE MAINTAINED BY THE CITY OF MORENO VALLEY)

LEGEND/ABBREVIATION

PROPOSED STORM DRAIN	SD
PROPOSED SEWER SYSTEM	SS
PROPOSED WATER SYSTEM	W
PROPOSED CONCRETE DRAINAGE DITCH	
CONCRETE	
PAR COURSE STATION	
MULTI-PURPOSE TRAIL	
PATTERN STAMPED ASPHALT	
DG ACCESS ROAD (QUINCY CHANNEL)	
EXISTING	EX.
MAXIMUM	MAX.
TENTATIVE TRACT BOUNDARY	
PROPOSED CENTERLINE	
PROPOSED VARIABLE SLOPE	
SHEET NUMBER / SECTION NUMBER	X / X
PRIVATE STREET	STREET 'A'
LOT NUMBER	274

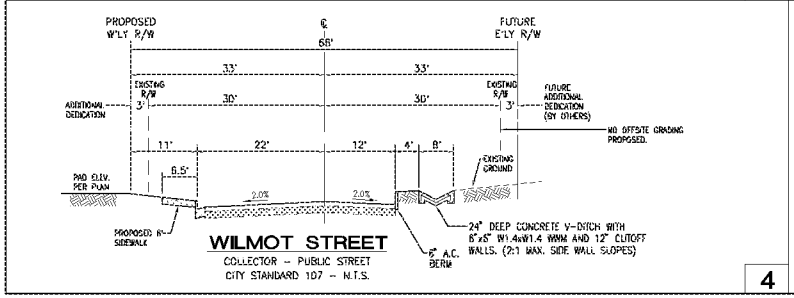

WILMOT STREET

COLLECTOR - PUBLIC STREET
CITY STANDARD 107 - N.T.S.

4

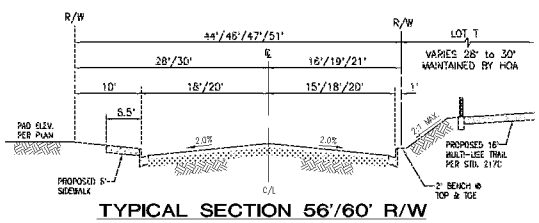

TYPICAL SECTION 56'/60' R/W

GENERAL LOCAL STREET - PUBLIC STREET
CITY STANDARD 108A
STREET A
N.T.S.

7

PA12-0004

P.U.D. SITE PLAN

TENTATIVE TRACT MAP No. 36436

CITY OF MORENO VALLEY

OCTOBER 30, 2012
SHEET 2 OF 4 SHEETS

PLANNED UNIT DEVELOPMENT - TENTATIVE TRACT MAP No. 36436

MV00200556

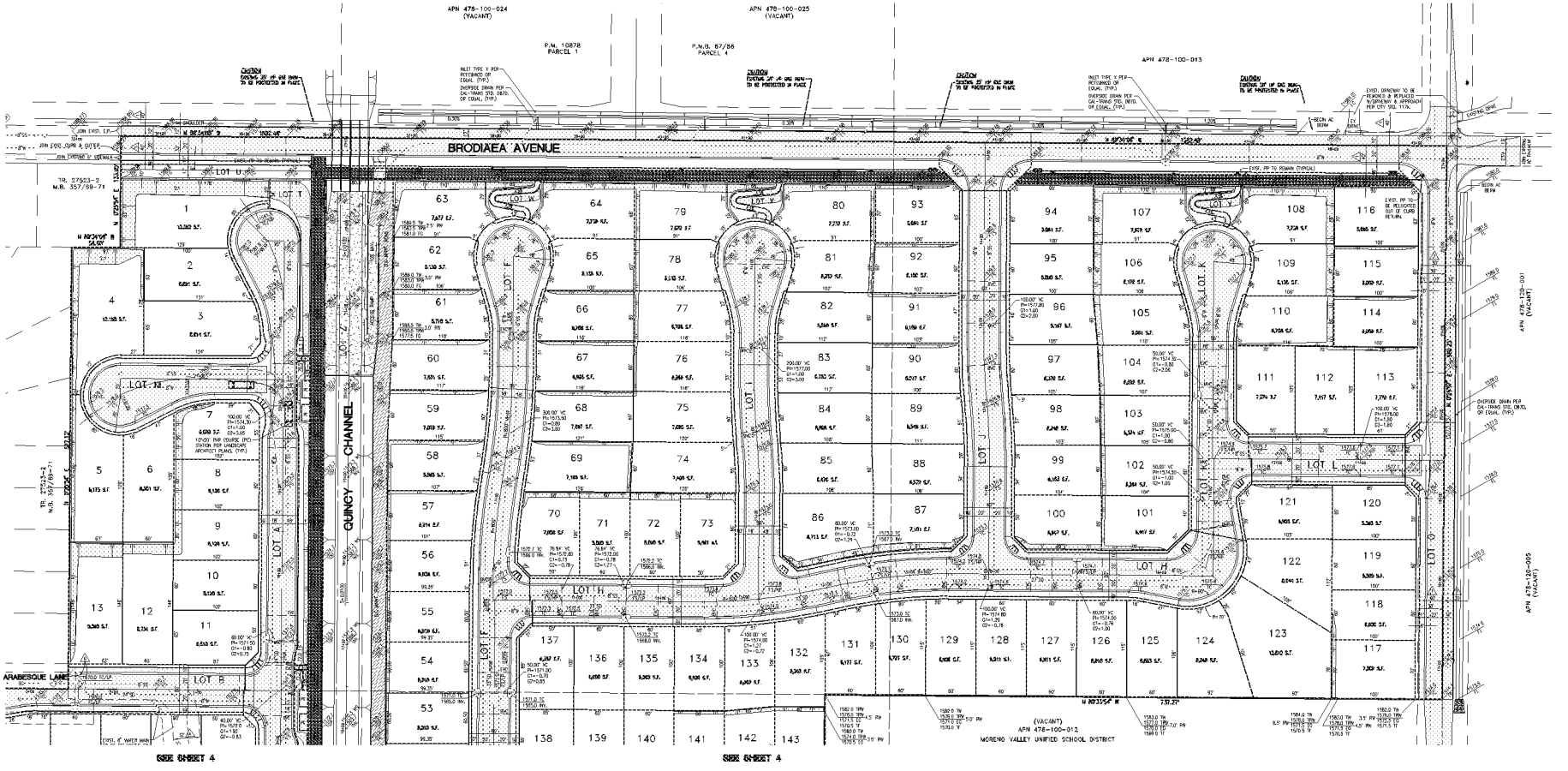

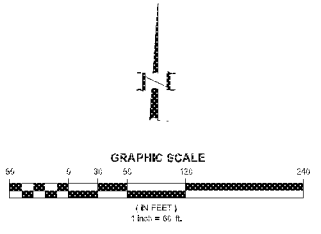

PA12-0004

P.U.D. SITE PLAN

TENTATIVE TRACT MAP No. 36436

CITY OF MORENO VALLEY

OCTOBER 30, 2012
SHEET 3 OF 4 SHEETS

PLANNED UNIT DEVELOPMENT - TENTATIVE TRACT MAP No. 36436

MV00200557

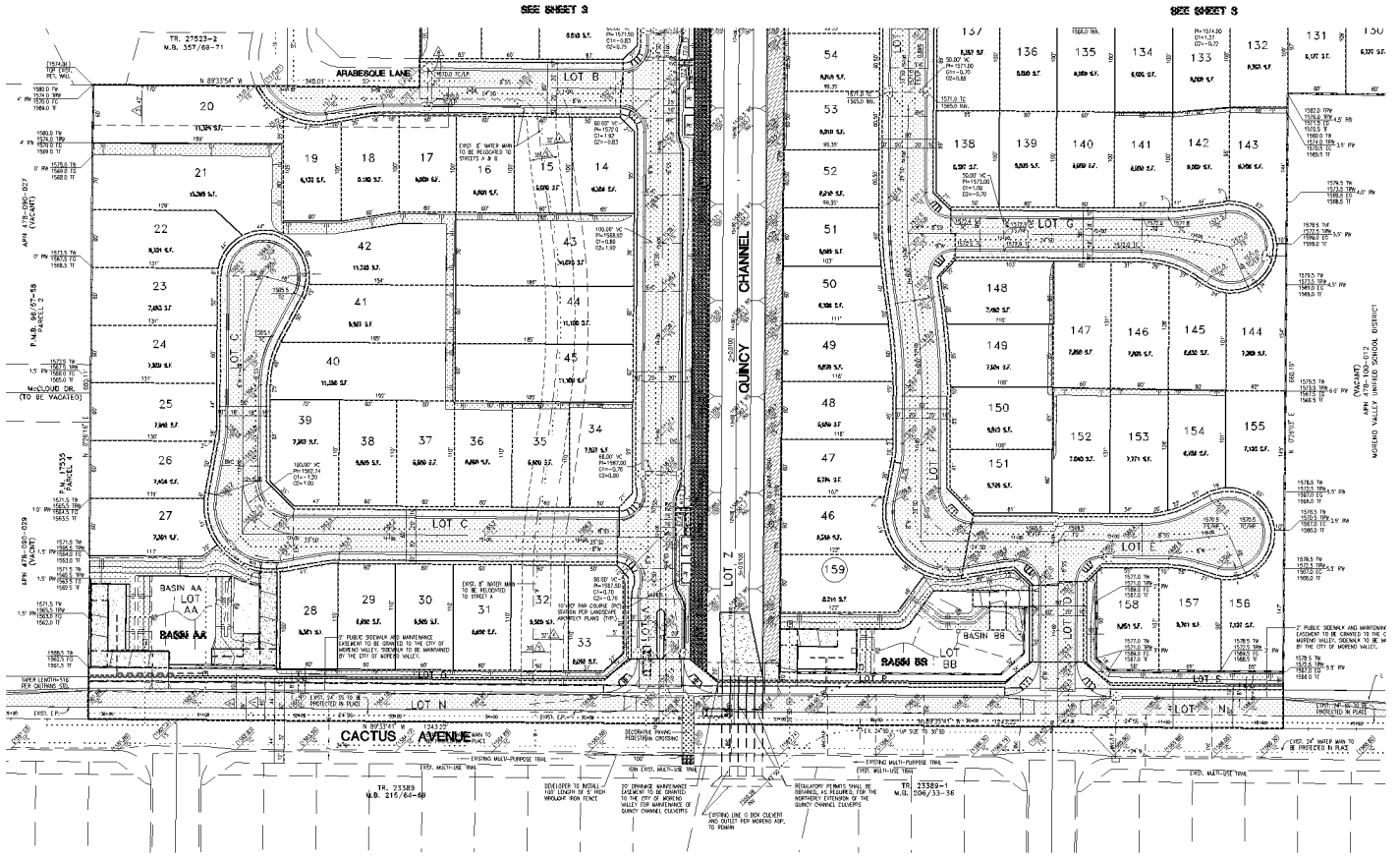

PA12-0004

P.U.D. SITE PLAN

TENTATIVE TRACT MAP No. 36436

CITY OF MORENO VALLEY

OCTOBER 30, 2012
SHEET 4 OF 4 SHEETS

PLANNED UNIT DEVELOPMENT - TENTATIVE TRACT MAP No. 36436

MV00200558

TENTATIVE TRACT MAP No. 36436
CITY OF MORENO VALLEY
RIVERSIDE COUNTY, CALIFORNIA

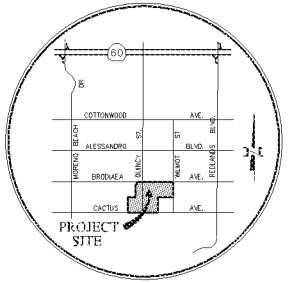

VICINITY MAP
NOT TO SCALE

GRAPHIC SCALE
(IN FEET)
1 inch = 120 ft.

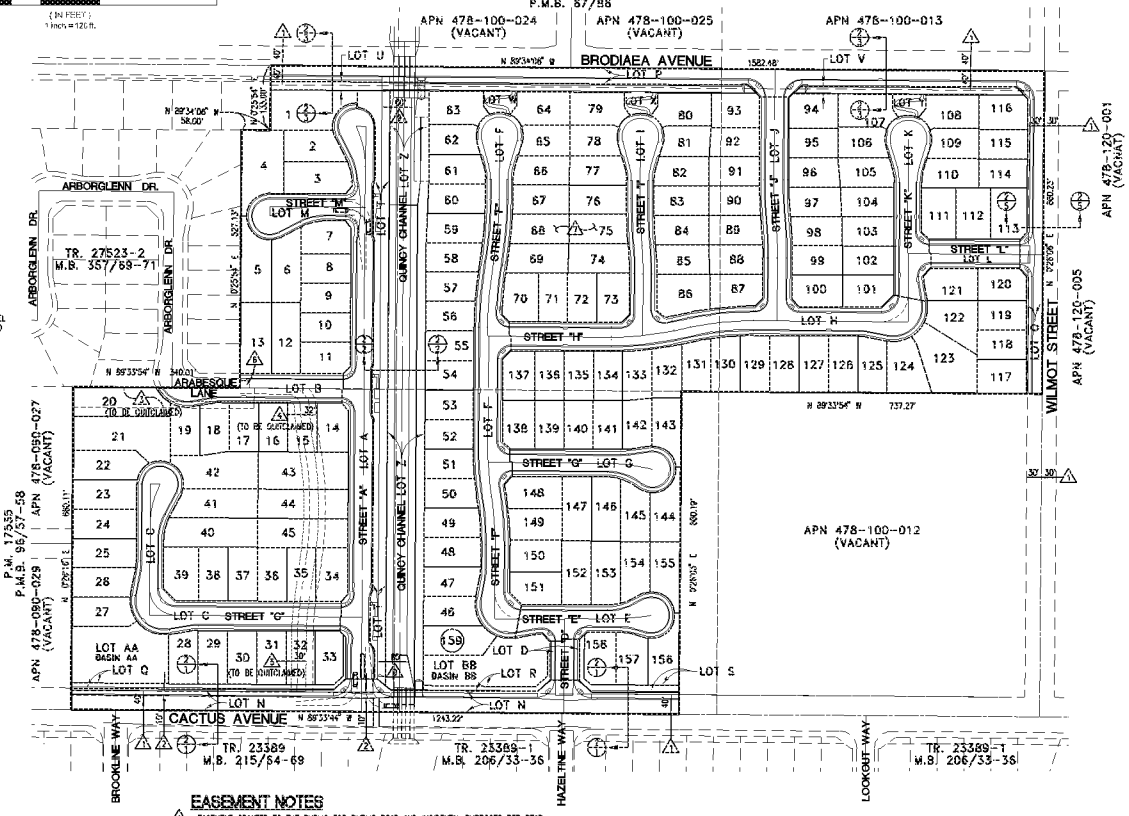

PROJECT DESCRIPTION

TTM 36436 IS PROPOSED AS A SINGLE-FAMILY DETACHED RESIDENTIAL PROJECT CONSISTING OF 159 LOTS ON 43.52 GROSS ACRES (TO CENTERLINE OF ADJACENT PUBLIC STREETS), RESULTING IN A GROSS DENSITY OF 3.65 DU/ACRE. THE NET ACREAGE OF 36.03 ACRES (RESIDENTIAL LOTS AND INTERIOR STREETS ONLY) RESULTS IN A NET DENSITY OF 3.95 DU/ACRE. THE LOTS WILL BE TYPICALLY SIXTY FEET WIDE AND ONE HUNDRED FEET DEEP WITH A SIX THOUSAND SQUARE MINIMUM LOT SIZE.

THE PROJECT WILL TAKE ACCESS FROM BRODIAEA AVENUE, WILMOT STREET AND CACTUS AVENUE. SECONDARY ACCESS IS ALSO AVAILABLE THROUGH TRACT NO. 27523-2, WITH THE EXTENSION OF ARABESQUE LANE. EACH OF THE THREE PERIMETER PUBLIC STREETS WILL HAVE LANDSCAPING INSTALLED TO CITY STANDARDS.

THE PROJECT WILL CONSTRUCT THE QUINCY STORM DRAIN CHANNEL FROM BRODIAEA AVENUE SOUTH TO CACTUS AVENUE. THE QUINCY CHANNEL CORRIDOR WILL ALSO CONTAIN A WETLANDS MITIGATION AREA WITHIN THE CHANNEL. TWO WATER QUALITY BASINS WILL ALSO BE PROVIDED TO CLEANSE THE PROJECT'S FIRST FLUSH STORMWATER AND DRY WEATHER NUISANCE FLOWS.

A CITY MULTI-PURPOSE TRAIL PARALLELING THE QUINCY CHANNEL ON ITS WEST SIDE (EAST SIDE OF STREET A), IS PROPOSED. THIS NORTH-SOUTH TRAIL WILL CONNECT TO THE CACTUS AVENUE TRAIL AND TO THE PROPOSED TRAIL ON THE SOUTH SIDE OF BRODIAEA AVENUE. STREET A WILL INCLUDE PARKING BAYS LOCATED AT EACH OF THE THREE EAST-WEST CONNECTIONS TO STREET A. DIRECT PEDESTRIAN CONNECTIONS WILL BE MADE TO THE NORTH-SOUTH TRAIL AT EACH OF THESE THREE INTERSECTIONS.

GENERAL NOTES

THERE ARE NO KNOWN EXISTING WELLS, IRRIGATION LINES, CESSPOOLS, SEPTIC TANKS AND SEWAGE LEACH FIELDS.

ALL STREET RIGHT OF WAYS TO BE PUBLIC OWNED AND MAINTAINED.

THERE ARE NO KNOWN PREVIOUSLY FILLED AREAS WITHIN THE SITE, INCLUDING ANY LIQUID OR SOLID WASTE DISPOSAL SITES.

ALL HOMES SHALL BE FIRE SPRINKLERED.

THE APPLICANT/DEVELOPER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS, PURSUANT TO SECTION 66456.1 OF THE SUBDIVISION MAP ACT. A PHASING PLAN SHALL BE SUBMITTED FOR APPROVAL PRIOR TO THE RECORDATION OF THE FIRST FINAL MAP.

A PERMISSION TO GRADE LETTER SHALL BE REQUIRED PRIOR TO ISSUANCE OF A GRADING PERMIT FOR ANY GRADING ON ADJACENT PROPERTIES.

NO BUILDING PERMITS SHALL BE ISSUED FOR LOTS AFFECTED BY EXISTING EASEMENTS UNTIL SUCH EASEMENTS HAVE BEEN QUITCLAIMED AND/OR VACATED.

NORTHERLY OFFSITE FLOWS WILL BE INTERCEPTED BY A PROPOSED LINED DITCH ON THE NORTH SIDE OF BRODIAEA.

NORTHERLY OFFSITE FLOWS, ON THE EAST SIDE OF WILMOT, WILL BE INTERCEPTED BY A PROPOSED LINED DITCH ON THE EAST SIDE OF WILMOT.

EAST SIDE PROJECT FLOWS WILL FLOW THROUGH THE EASTERLY WATER QUALITY BASIN (BASIN BB) AND OUTLET TO THE QUINCY CHANNEL.

WEST SIDE PROJECT FLOWS WILL FLOW THROUGH THE WESTERLY WATER QUALITY BASIN (BASIN AA) WITH AN OUTLET STORM DRAIN EXTENDING APPROXIMATELY 2100 FEET WESTERLY ALONG CACTUS AVENUE CONNECTING TO RCFC & WCD MARENO AVE LINE F-4, AT MORENO BEACH DRIVE. TRENCH REPAIR INCLUDING GRADING AND OVERLAY OF AT LEAST ONE LANE WILL BE REQUIRED WITH THIS EXTENSION.

LETTERED LOTS T, U AND V SHALL BE GRANTED TO THE PUBLIC FOR OPEN SPACE AND MULTI-USE TRAIL PURPOSES.

PEDESTRIAN ACCESS EASEMENTS SHALL BE GRANTED TO THE PUBLIC OVER OPEN SPACE LOTS W, X AND Y.

ENVIRONMENTAL PERMITS/CLEARANCES

REGULATORY PERMITS NEEDED FOR THE PROJECT CONSIST OF A U.S. ARMY CORPS OF ENGINEERS (CORPS) SECTION 404 PERMIT, A CALIFORNIA FISH AND GAME SECTION 1602 STREAMBED ALTERATION AGREEMENT, AND A SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD SECTION 401 WATER QUALITY CERTIFICATION. THE CORPS SECTION 404 PERMIT COULD BE AN INDIVIDUAL SECTION 404 PERMIT OR A NATIONWIDE PERMIT 13, 14 AND/OR 29.

FLOOD NOTE

SUBJECT PROPERTY LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER FEMA FLOOD MAP 06065C0770G, EFFECTIVE DATE OF AUGUST 28, 2008.

EASEMENT NOTES

1. EASEMENT GRANTED TO THE PUBLIC FOR PUBLIC ROAD AND INCIDENTAL PURPOSES PER SEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY MAP RECORDED IN BOOK 11, PAGE 10, OF OF SAN BERNARDINO COUNTY MAPS.
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A. EXISTING QUINCY STREET RIGHT OF WAY TO BE VACATED.

EARTHWORK QUANTITIES (SEE PRELIMINARY GRADING PLAN)

	CUT	FILL
MASS EXCAVATION	94,273 CY	86,087 CY
SHRINKAGE (20%)	(18,855 CY)	-
CLEARING & GRUBBING (0.1")	(7,275 CY)	-
SUBSIDENCE (0.1')	(7,275 CY)	-
OVEREXCAVATION	259,886 CY	259,886 CY
SHRINKAGE (20%)	(51,978 CY)	-
TOTAL	288,776 CY	345,973 CY
IMPORT	IMPORT	77,207 CY

SOURCE OF TOPOGRAPHY

COMPILED BY PHOTOGRAPHIC METHODS FROM AERIAL PHOTOGRAPHY DATED DECEMBER 2, 2011 BY DON READ CORPORATION.

SHEET INDEX:

COVER SHEET	SHEET 1
TYPICAL SECTIONS & DETAILS	SHEET 2
TENTATIVE TRACT MAP	SHEETS 3-6

LEGAL DESCRIPTION

BEING A SUBDIVISION OF A PORTION OF LOT 1 AND LOTS 3, 4, 5 AND 8 OF BLOCK 134 AS SHOWN BY MAP NO. 1 OF BEAR VALLEY & ALESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, LYING WITHIN SECTION 14, TOWNSHIP 3 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN.

ASSESSOR'S PARCEL NUMBERS

A.P.N. 478-100-034 A.P.N. 478-100-010
A.P.N. 478-090-027 A.P.N. 478-100-009
A.P.N. 478-090-036

UTILITY PURVEYORS

WATER: EMWD
SEWER: EMWD
CABLE TV: ADELPHIA
GAS: SOUTHERN CALIFORNIA GAS COMPANY
ELECTRIC: MORENO VALLEY ELECTRIC UTILITY
TELEPHONE: VERIZON
SOLID WASTE: WASTE MANAGEMENT OF INLAND VALLEY

ZONING DATA:

EXISTING GENERAL PLAN:	R10/R15
PROPOSED GENERAL PLAN:	RS
EXISTING ZONING:	RS10/R15
PROPOSED ZONING:	RS

LAND USE DATA:

EXISTING LAND USE:	VACANT (UNDEVELOPED)
PROPOSED LAND USE:	SINGLE FAMILY RESIDENTIAL
EXISTING ADJACENT LAND USE:	SINGLE FAMILY RESIDENTIAL - NORTH, WEST & SOUTH VACANT (UNDEVELOPED) - NORTH & EAST

LAND USE SUMMARY

LOTS	LAND USE	ACREAGE	PERCENT(%)
1-159	SINGLE-FAMILY RESIDENTIAL	26.97	61.97%
A-M	PUBLIC STREETS (DIVIDE)	9.06	20.82%
N-P	PUBLIC STREETS (BRODIAEA, WILMOT, CACTUS)	3.10	7.12%
Q-Z	LANDSCAPE/PUBLIC ACCESS LOTS	1.20	2.76%
AA-BB	WATER QUALITY BASINS	1.04	2.39%
CC	RCFCD QUINCY CHANNEL	2.15	4.94%
	GROSS ACREAGE	43.52 AC	100.0%
	NET ACREAGE	26.97 + 9.06 = 36.03 AC.	

DENSITY

159 UNITS/43.52 GROSS ACRES = 3.65 UNITS PER ACRE GROSS
159 UNITS/36.03 NET ACRES = 4.41 UNITS PER ACRE NET

TYPICAL RESIDENTIAL LOTS

TYPICAL WIDTH = 60 FEET
TYPICAL DEPTH = 100 FEET
MINIMUM LOT AREA = 6,000 SQUARE FEET

LOT FRONTAGE NOTE:

THE FOLLOWING LOTS HAVE FRONTAGE LESS THAN 60 FEET:
LOTS 21 & 22 - 44 FEET
LOTS 83, 94, 79, 80, 107, 108 & 159 - 35 FEET
LOT 122 - 43 FEET
LOT 123 - 40 FEET

APPLICANT/DEVELOPER

CV COMMUNITIES, LLC
1900 QUAIL STREET
NEWPORT BEACH, CA 92705
PH: (949) 258-7538
FAX: (949) 376-5522
CONTACT: RYAN THOMAS

OWNER

CV COMMUNITIES, LLC
1900 QUAIL STREET
NEWPORT BEACH, CA 92660
PH: (949) 258-7538
FAX. (949) 376-5522
CONTACT: RYAN THOMAS

CIVIL ENGINEER

STANLEY C. MORSE, RCE 20598, EXP. 9-30-13 — DATE 10/30/12

REGISTERED PROFESSIONAL ENGINEER — STANLEY C. MORSE — No. 20598 — Exp. 9-30-13 — CIVIL — STATE OF CALIFORNIA

MDS CONSULTING — PLANNERS ENGINEERS SURVEYORS

PA12-0005

TENTATIVE TRACT MAP No. 36436

CITY OF MORENO VALLEY
RIVERSIDE COUNTY, CALIFORNIA

DATE PREPARED: OCTOBER 30, 2012
SHEET 1 OF 6 SHEETS

TENTATIVE TRACT MAP No. 36436

10/30/2012 PREDMCTTM-01 10/30/2012

MV00200559

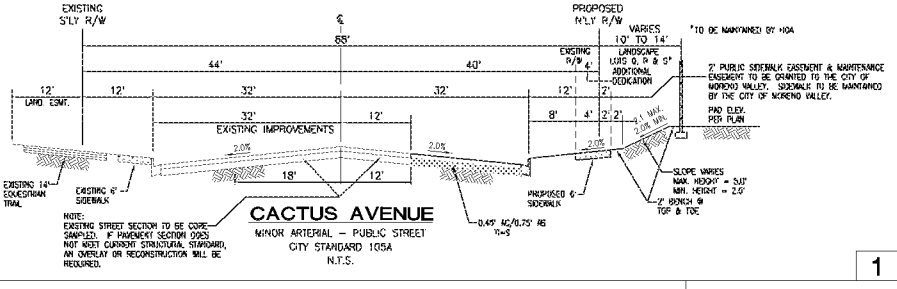

CACTUS AVENUE

MINOR ARTERIAL – PUBLIC STREET
CITY STANDARD 105A
N.T.S.

1

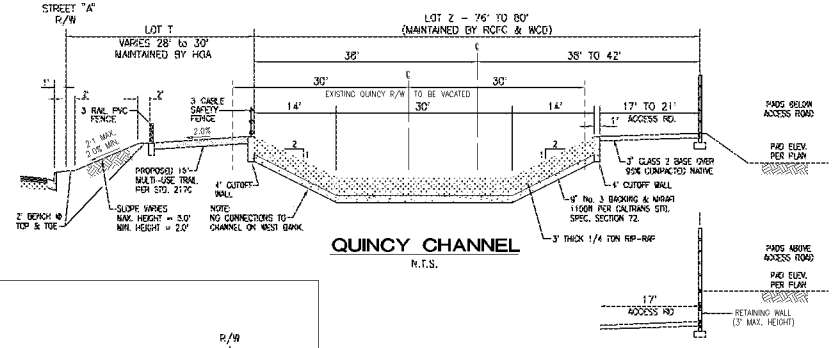

QUINCY CHANNEL

N.T.S.

2

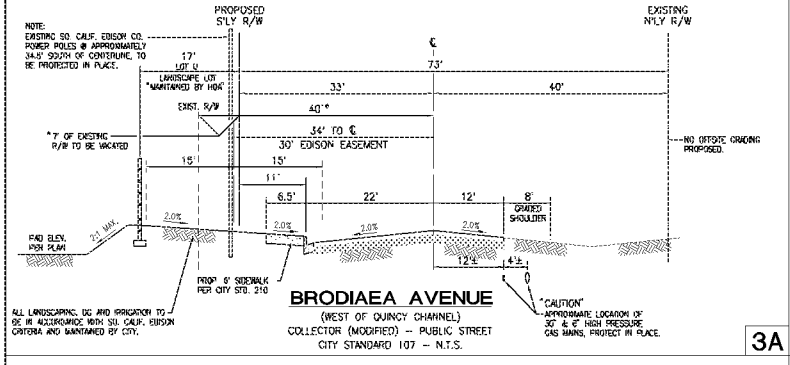

BRODIAEA AVENUE

(WEST OF QUINCY CHANNEL)
COLLECTOR (MODIFIED) – PUBLIC STREET
CITY STANDARD 107 – N.T.S.

3A

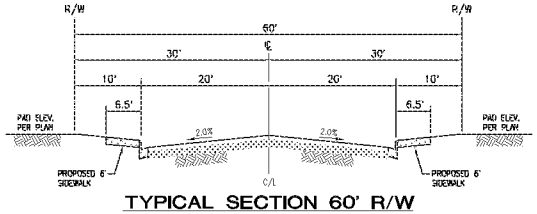

TYPICAL SECTION 60' R/W

GENERAL LOCAL STREET – PUBLIC STREET
CITY STANDARD 108A
STREETS B, D, H, J, L AND PORTIONS OF STREETS C, E, F & K
N.T.S.

5

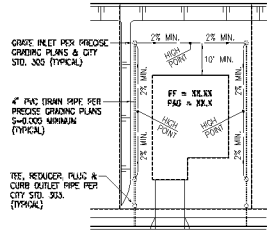

TYPICAL LOT DRAINAGE

PER CITY STANDARDS 303, 304, 305 & 306
N.T.S.

LEGEND/ABBREVIATION

EXISTING STREET ELEVATION	
PROPOSED STORM DRAIN	SD
PROPOSED SEWER SYSTEM	SS
PROPOSED WATER SYSTEM	W
PROPOSED CONTOUR	
PROPOSED CONCRETE DRAINAGE DITCH	
ASPHALT PAVING	
CONCRETE	
FAR COURSE STATION	
MULTI-PURPOSE TRAIL	
PATTERN STAMPED ASPHALT	
DG ACCESS ROAD (QUINCY CHANNEL)	
EXISTING	EX.
MAXIMUM	MAX.
CATCH BASIN	CB
PERIMETER TUBULAR FENCE	
PROPOSED RETAINING WALL	
TENTATIVE TRACT BOUNDARY	
PROPOSED CENTERLINE	
PROPOSED VARIABLE SLOPE	
SHEET NUMBER / SECTION NUMBER	X / X
PROPOSED CENTERLINE RADIUS	R=300'
PRIVATE STREET	STREET 'A'
LOT NUMBER	274
CENTERLINE INTERSECTION DISTANCE	XXX'±
PROPOSED PAD ELEVATION	PAD=720.0
PROPOSED FINISH FLOOR ELEVATION	FF=720.5
TOP OF CURB	TC
BEGIN OF VERTICAL CURVE	BVC
MIDDLE OF VERTICAL CURVE	MVC
END OF VERTICAL CURVE	EVC
RETAINING WALL HEIGHT	RW=X'

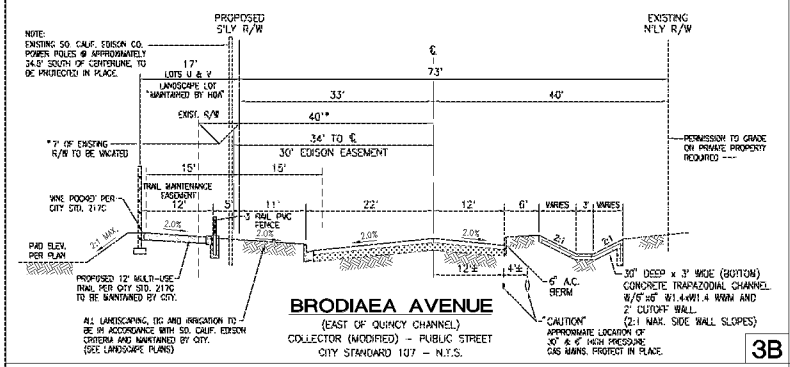

BRODIAEA AVENUE

(EAST OF QUINCY CHANNEL)
COLLECTOR (MODIFIED) – PUBLIC STREET
CITY STANDARD 107 – N.T.S.

3B

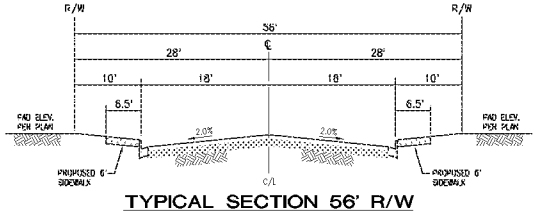

TYPICAL SECTION 56' R/W

SHORT LOCAL STREET – PUBLIC STREET
CITY STANDARD 108B
STREETS G, I, M AND PORTIONS OF STREETS C, E, F & K
N.T.S.

6

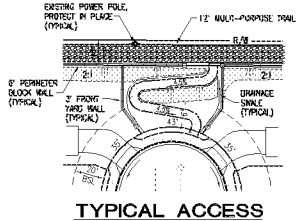

TYPICAL ACCESS TO CUL-DE-SAC

LETTERED LOTS W, X & Y
N.T.S.

DESIGN NOTES:
OVERALL ACCESS SIDEWALK LENGTH = 108 FEET
MAXIMUM GRADE = 4.3%
MAXIMUM CROSS SLOPE = 1.5%

OWNERSHIP AND MAINTENANCE NOTES:
LETTERED LOTS W, X & Y, UPON COMPLETION OF IMPROVEMENTS, SHALL BE GRANTED TO THE PROJECT'S HOMEOWNER'S ASSOCIATION, AND SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

A 6' WIDE PUBLIC ACCESS & MAINTENANCE EASEMENT (FOLLOWING THE ALIGNMENT OF THE ACCESS SIDEWALK) SHALL BE GRANTED TO THE CITY OF MORENO VALLEY. (SIDEWALK TO BE MAINTAINED BY THE CITY OF MORENO VALLEY)

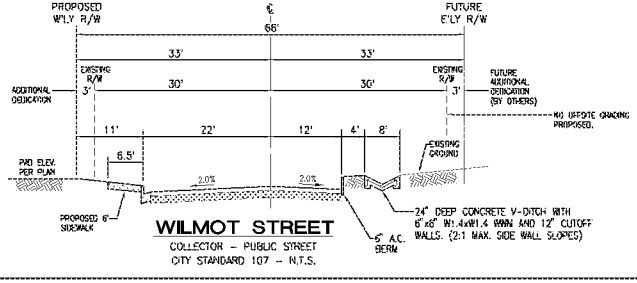

WILMOT STREET

COLLECTOR – PUBLIC STREET
CITY STANDARD 107 – N.T.S.

4

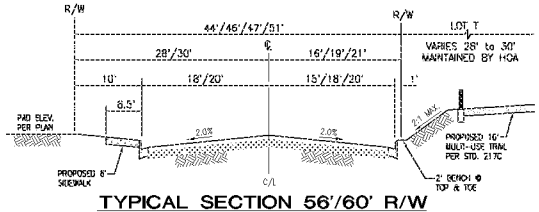

TYPICAL SECTION 56'/60' R/W

GENERAL LOCAL STREET – PUBLIC STREET
CITY STANDARD 108A
STREET A
N.T.S.

7

PA12-0005

TENTATIVE TRACT MAP No. 36436

CITY OF MORENO VALLEY
RIVERSIDE COUNTY, CALIFORNIA

DATE PREPARED: OCTOBER 30, 2012
SHEET 2 OF 6 SHEETS

TENTATIVE TRACT MAP No. 36436

MV00200560

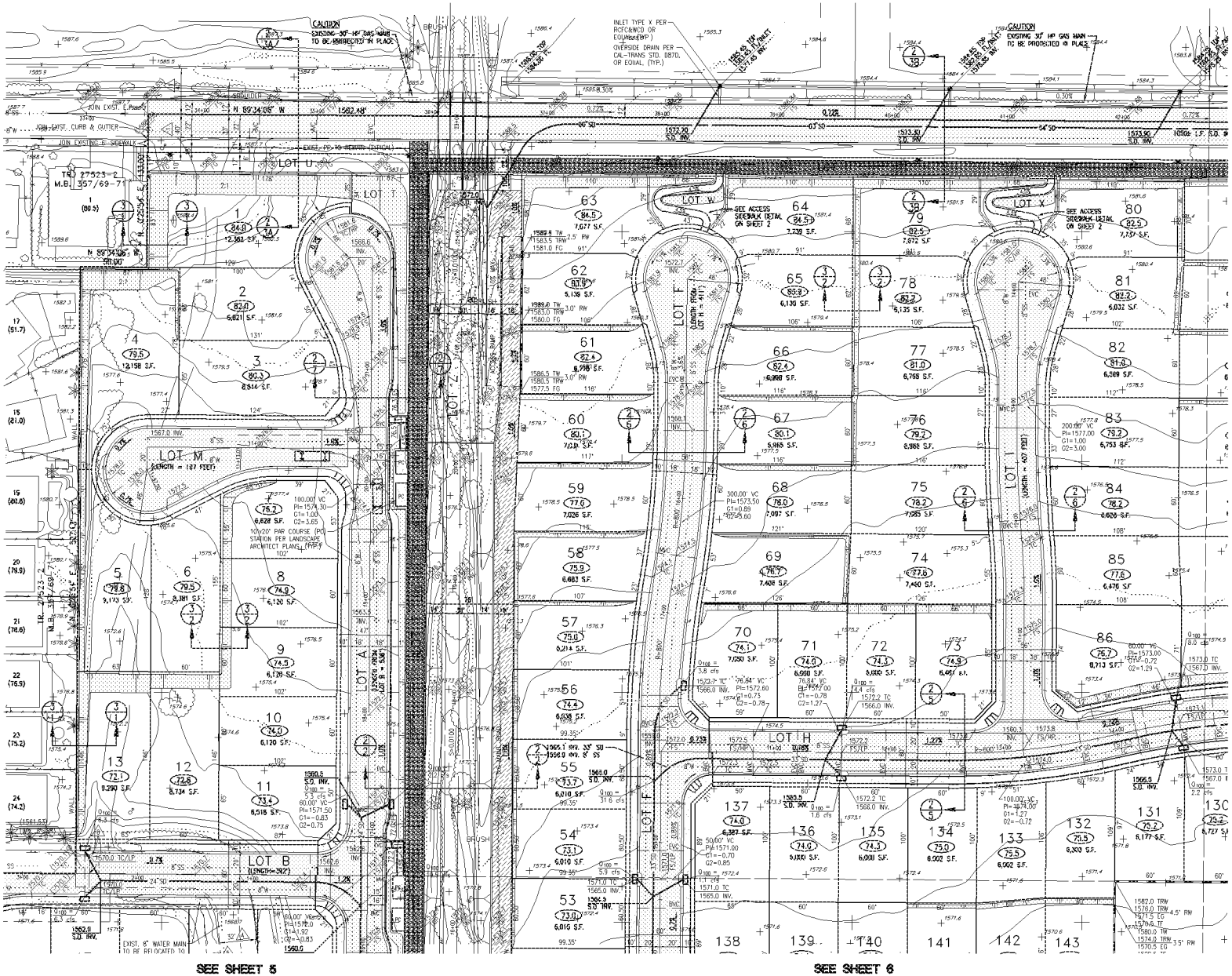

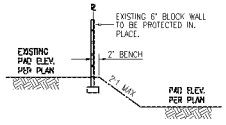

TYPICAL SECTION (3/1)
N.T.S.

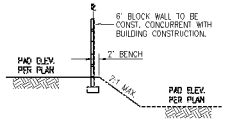

TYPICAL SECTION (3/2)
N.T.S.

GRAPHIC SCALE
1 inch = 40 ft.

PA12-0005

TENTATIVE TRACT MAP No. 36436

CITY OF MORENO VALLEY

OCTOBER 30, 2012
SHEET 3 OF 6 SHEETS

TENTATIVE TRACT MAP No. 36436

MV00200561

MV00200562

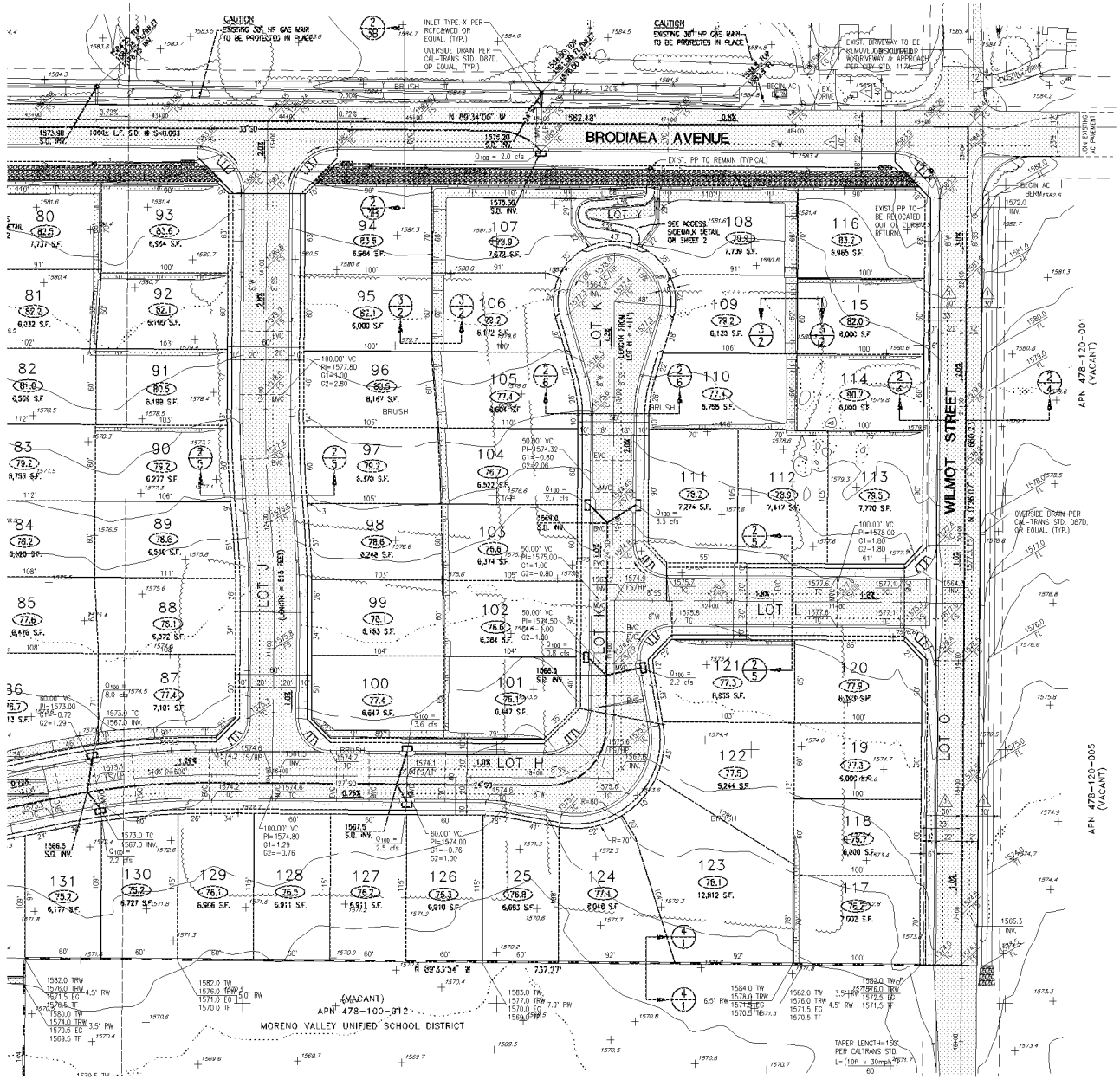

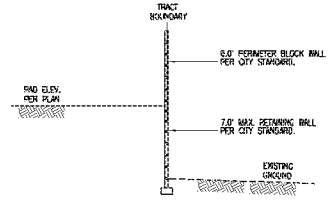

TYPICAL SECTION 4/1
N.T.S.

GRAPHIC SCALE
40 0 20 40 80 100
(IN FEET)
1 inch = 40 ft.

PA12-0005

TENTATIVE TRACT MAP No. 36436

CITY OF MORENO VALLEY

OCTOBER 30, 2012
SHEET 4 OF 6 SHEETS

TENTATIVE TRACT MAP No. 36436

17,880SQ.FT.PRELIM.TIM-04 10/30/2012

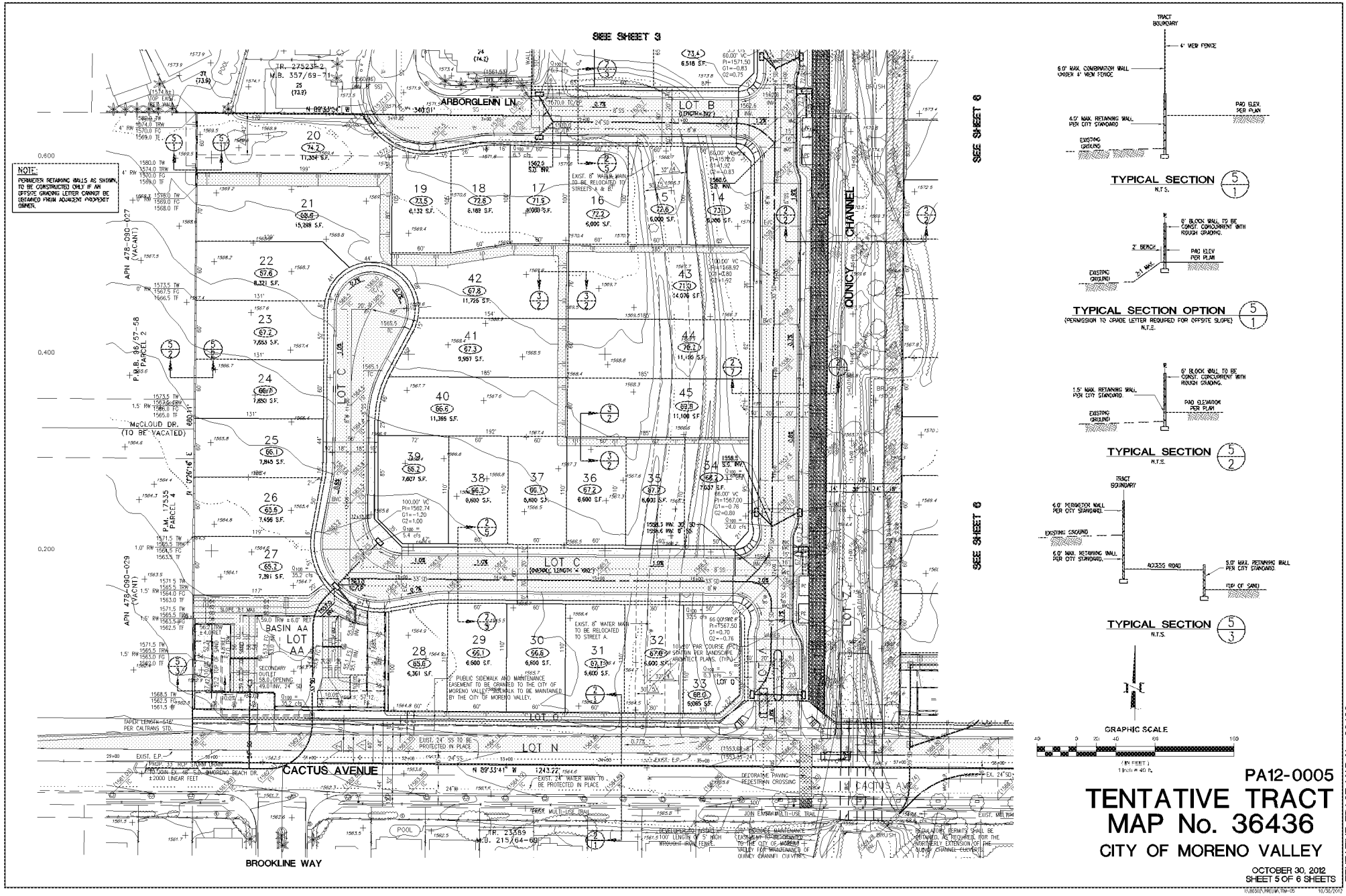
SEE SHEET 3
SEE SHEET 6
SEE SHEET 6
ARBORGLENN LN.
LOT B
LOT C
LOT N
LOT A
LOT G
LOT 7
QUINCY CHANNEL
McCLOUD DR. (TO BE VACATED)
BASIN AA LOT AA
CACTUS AVENUE
BROOKLINE WAY
NOTE:
PERIMETER RETAINING WALLS AS SHOWN, TO BE CONSTRUCTED ONLY IF AN OFFSITE GRADING LETTER CANNOT BE OBTAINED FROM ADJACENT PROPERTY OWNER.
TYPICAL SECTION
TYPICAL SECTION OPTION
(PERMISSION TO GRADE LETTER REQUIRED FOR OFFSITE SLOPE)
TYPICAL SECTION
TYPICAL SECTION
GRAPHIC SCALE
PA12-0005
TENTATIVE TRACT MAP No. 36436
CITY OF MORENO VALLEY
OCTOBER 30, 2012
SHEET 5 OF 6 SHEETS
TENTATIVE TRACT MAP No. 36436

MV00200563

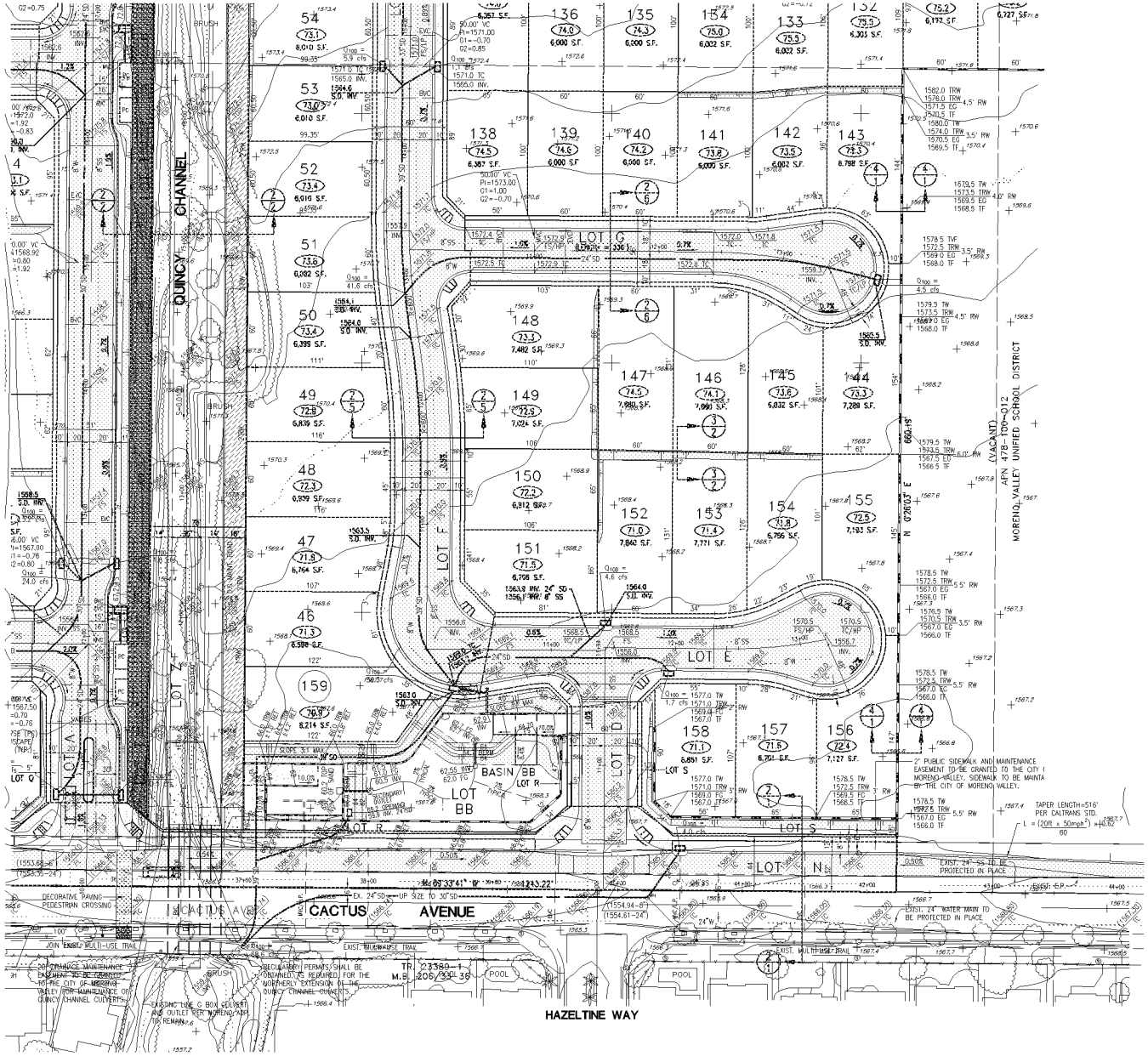

PA12-0005

TENTATIVE TRACT MAP No. 36436

CITY OF MORENO VALLEY

OCTOBER 30, 2012
SHEET 6 OF 6 SHEETS

TENTATIVE TRACT MAP No. 36436

MV00200564

Planned Unit Development Guidelines
Tract 36436

February 2013

Cactus Avenue

Planned Unit Development Guidelines

Tract 36436

February 2013

Prepared For:

CV Communities

A CITY NEIGHBORS COMPANY

Prepared By:

WILLIAM HEZMALHALCH ARCHITECTS INC.

FRANK RADMACHER ASSOCIATES, INC.

Landscape Architects

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MV00200568

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MV00200569

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MV00200570

PLANNED UNIT DEVELOPMENT GUIDELINES TRACT 36436

Purpose

The purpose of the Cactus Avenue Planned Unit Development guidelines is to provide a continuity of design such that the resulting community is unified by a consistent and long-lasting identity. The goal is to create a high standard of site planning and architectural quality but to do so with a generalized approach so that designer creativity is not limited, product diversity is encouraged, and evolving consumer preferences can be met. It is further intended that all aspects of the community be designed with consideration to energy and water conservation.

Theme

The theme for Cactus Avenue will be traditional California suburban. This theme is general enough to include a wide range of compatible architectural styles. The feel of the community will be warm, inviting, and recognizable.

MV00200571

1. Site Planning and Design

This section includes design standards that avoid monotonous, repetitive appearances and that encourage a pleasant, pedestrian oriented neighborhood environment.

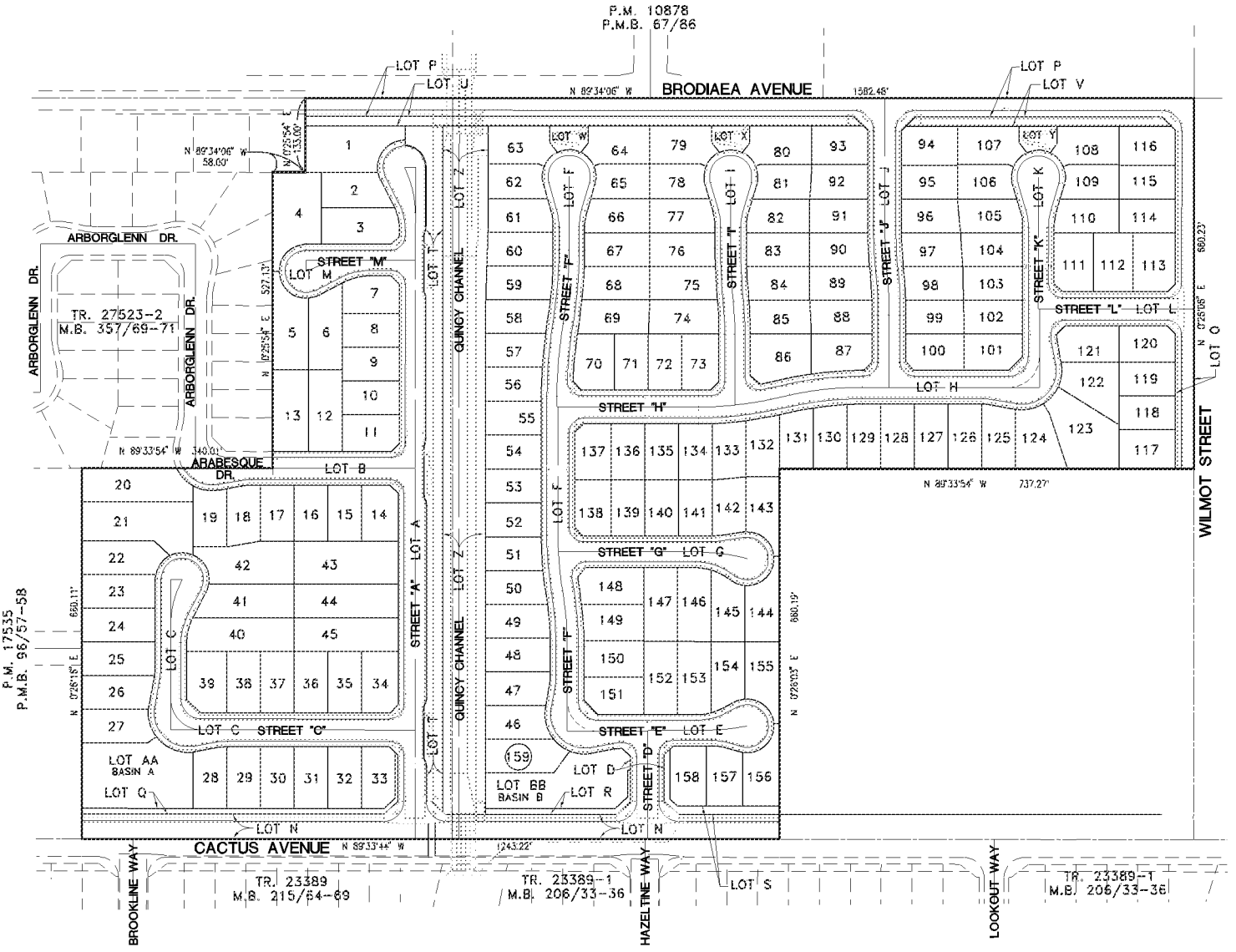

Figure 1-1 Site Plan

MV00200572

a. Setbacks

The following residential standards for CACTUS AVENUE are required for all homes:

SUMMARY OF SETBACK REQUIREMENTS	
Minimum Lot Size	6,000 sf
Minimum Lot Width	60'
Minimum Lot Depth	100'
Typical House Width	50'
Cul De Sac Knuckle*	35'
Front Setbacks:	
Street Facing Garage	20'
Swing-in Garage	15'
Two-story Living Space	20'
Single-story Living Space	15'
Porch / Portico	15'
Rear Setbacks	
Two-story Living Space (Flat Area)	15'
Single-story Living Space (Flat Area)	15'
Deck	15'
Patio Cover or Trellis	10'
Side Setbacks	
Typical Condition	5'
Side Street Living Space Interior Lots	10'
Side Street Porch Interior Lots	5'
Side Street Living Space Exterior Lots**	15'
Side Street Porch Exterior Lots	10'
Min. Distance Between Living Spaces	10'

* Please see on-street parking exhibit Figures 1-23a & b

** Lots 93, 94, 113, and 116 are considered exterior side street lots and will have a 15' side yard setback on the street side.

All setbacks are considered minimums as measured from the right-of-way.

An attempt shall be made to vary front setbacks (up to 5') to the extent flat pad depths exceed 110' (at their most restrictive point).

Side yard setbacks shall have a minimum 5' of flat pad area in all conditions as measured to the center of any wall or fence, or top of slope, or toe of slope.

MV00200573

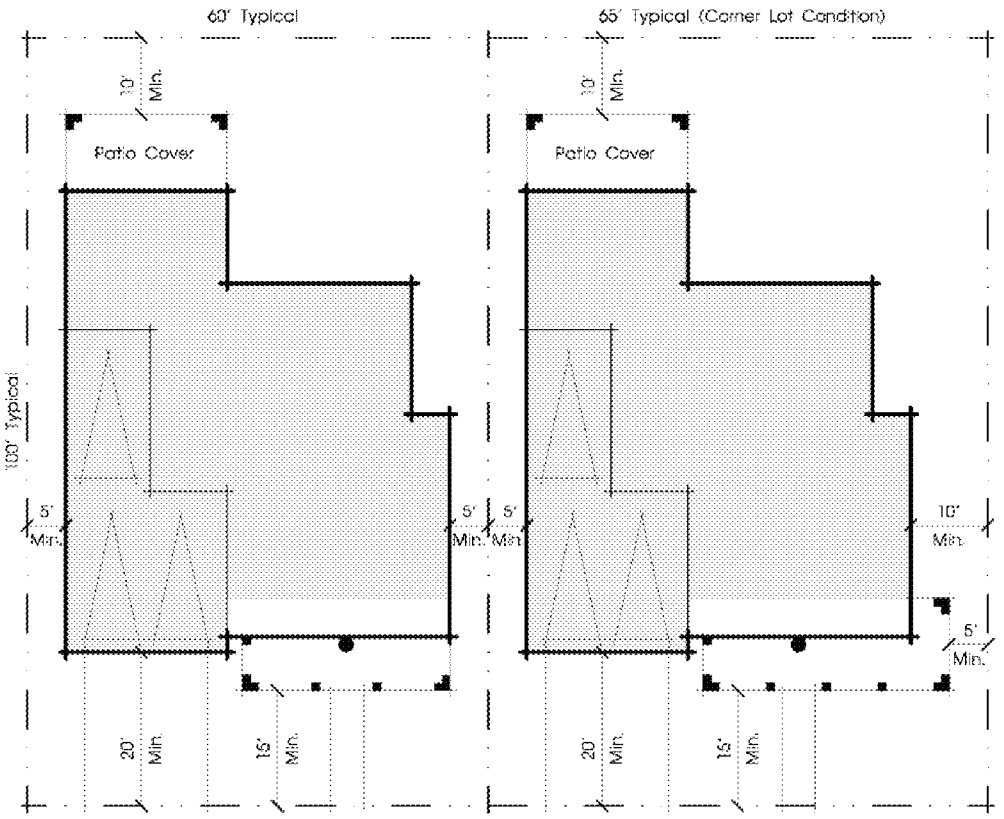

Figure I-2 Typical 6,000 SF Lot

Legend

Single-Story

Two-Story

MV00200574

Where there is extra flat pad width, an attempt shall be made to center the house within the buildable pad width to maximize the minimum separation between adjacent houses.

Maximum lot coverage of the building footprint (including garage) shall be 50%.

b. Plotting Requirements

A range of dwelling unit sizes, floor plans, elevations, and unit sizes, shall be provided (see Section 3.a. Variation Requirements).

To encourage a diverse street scene, neither the same floor plan nor the same elevation style shall be plotted next to itself or directly across the street from itself. "Directly across the street" shall be defined as more than half of the narrower lot overlapping with the wider lot across the street.

1. Unless a street incline prevents otherwise, a left or right side garage may not be plotted more than 3 times in a row.
2. Repetitive patterns of garage placement shall also be avoided where possible.
3. To minimize visual impact, corner lots shall incorporate single-story elements into the design.

MV00200575

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MV00200576

2. Architectural Design

These design guidelines are intended to be flexible and are, therefore, illustrative in nature. It is not the intent of these design guidelines to require that all of the identified design components and elements be incorporated into the actual building designs. Rather, these guidelines serve as a "palette" of character defining elements that can be used in home designs. Builders, and their architects and planners, are encouraged to utilize creativity and imagination when developing exciting design proposals for Cactus Avenue.

a. Design Principles

While these design guidelines do not limit architectural styles, the styles employed should be authentic and distinct. Traditional styles tend to have defining features that should be consistently implemented across the product offering. These guidelines also allow for new styles as long as defining features can be identified and applied to the floor plans.

Architectural styles should be dictated by the massing of floor plans and a certain style should not be forced onto every floor plan. By emphasizing authentic styles, these guidelines discourage sameness and monotony. The multi-style street scene should be diverse as to form, massing, features, windows, front doors, garage doors, materials, and colors.

To some extent, resource efficiency should influence architectural styles. The concept of resource efficiency includes reduction of wasteful elements in the design and construction of the house as well as conservation of energy and water during occupancy of the house.

MV00200577

b. Form and Massing

Building mass and scale are two primary design components that affect how a structure is perceived. Controlling the mass of a building through design articulation of the building facades, attention to rooflines and variation in vertical and horizontal planes reduces the visual mass of a building. Composition and balance of roof forms are as important to a street scene as street trees and architectural character.

It is important to provide variation in front elevation massing, building types and architectural styles along any neighborhood street to provide diversity and allow homes to undulate along the streetscape.

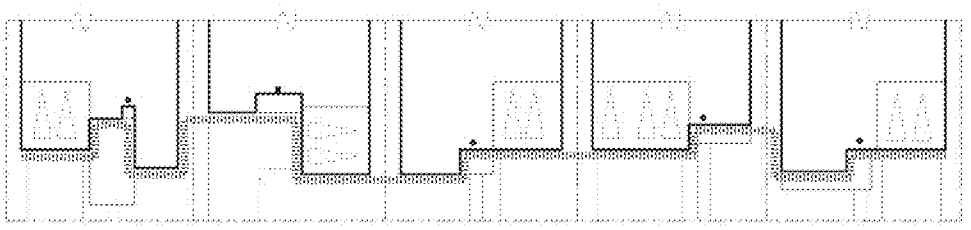

Figure I-3 Varied Massing Diagram

Design elements shall be included on the rear facades and sides of homes (four-sided architecture). Houses shall be arranged in a manner that creates a harmonious, varied appearance of building heights and setbacks.

MV00200578

Special design features such as covered front porches, window and door articulation, extended overhangs and building edge treatments are encouraged. General massing should vary noticeably among the different floor plans. Together with variable setbacks, massing variation will create desirable movement along the street scene.

1. All four sides of a two-story house must have at least one plane break at the first and/or second story in order to avoid monolithic elevations. A plane break must be at least 2 feet.
2. Three sides of a single-story plan must have at least one plane break. A plane break must be at least 2 feet.
3. The floor area of a second story, including the stairs, may not exceed 80% of the floor area of the first story including the garage and any porch.
4. The floor area of a third story, including the stairs, may not exceed 60% of the floor area of the second story.

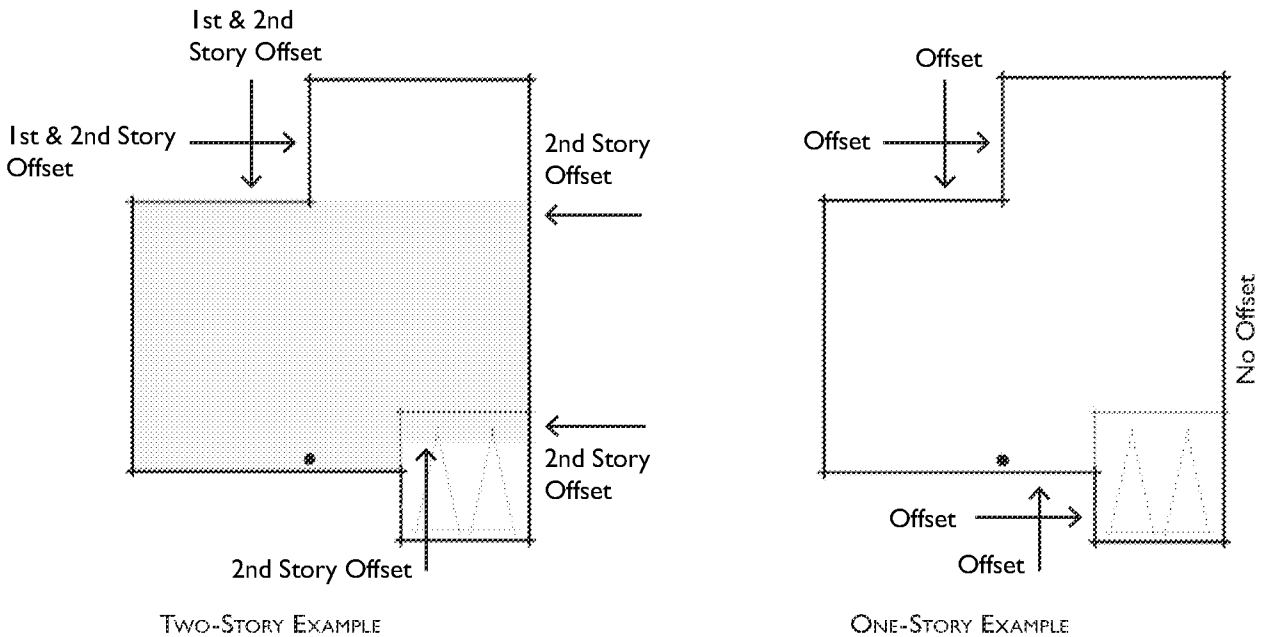

Figure 1-4 Example of Offsets

MV00200579

c. Roofs

Rows of homes along a hillside are perceived by their contrast against the skyline or background. The dominant impact is the shape of the building and roofline. The building mass shall be varied to minimize the visual impact of similar building silhouettes and similar ridge heights. This can be achieved by using a variety of front-to-rear, side-to-side, gables and hipped roofs, and/or by the introduction of a one-story element.

1. Roof pitches should vary according to architectural style. Primary roof pitches may be 4:12 or 5:12 (for solar panel efficiency). Secondary roof pitches can vary from primary roof pitches but only if such variation is consistent with the architectural style.
2. To the extent they are not inconsistent with an architectural style, hipped roofs are encouraged in order to accommodate solar panels and to cast shade over windows.
3. Simplified rooflines are encouraged in order to accommodate integrated solar panels. Provide large enough unbroken roof planes to be sufficient to meet the state code for "solar zones".
4. Eave depths should vary according to architectural style and may range in depth from 12 to 24 inches.
5. Porches and balconies are encouraged to the extent they are consistent with the architectural style. The minimum porch depth shall be 5 feet to porch edge.

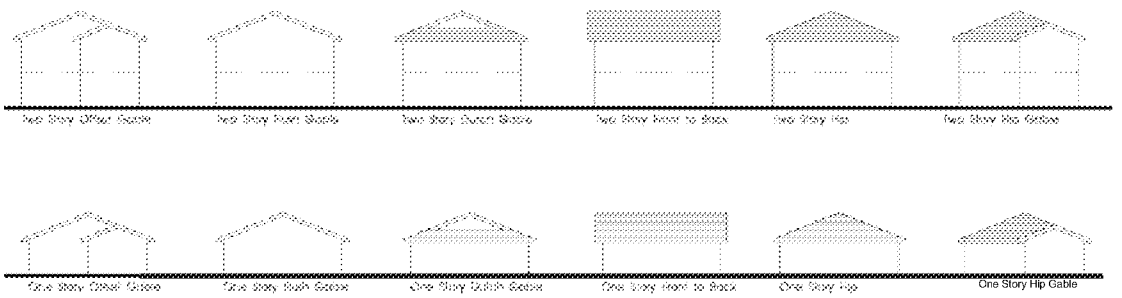

Figure I-5 Varied Roof Examples

MV00200580

d. Garage Location and Design

The visual impact of three-car garages should be reduced where possible. Although not necessarily depicted on the architectural elevations (see Section 3 Architectural Styles), the builder(s) in CACTUS AVENUE will pay particular attention to the design, placement, and orientation of the garages in all residential neighborhoods. Depending upon lot size, this can be accomplished through a variety of methods, including:

1. Side-on orientation (a side-on garage shall have a minimum back-up area of 28-feet).
2. Garage setback greater than the house front setback
3. Tandem garages for third car
4. A porte-cochere architectural element
5. Garage door details shall vary in a manner that is consistent with each architectural style.
6. Garage door windows shall be standard.
7. Front-facing garages shall not be wider than 65% of the house width.
8. Exclusive use of three-car front-facing garage in all plans is prohibited. When 3-car front-facing garage is utilized, a single garage door should be offset from a double garage door.

MV00200581

e. Architectural Elements

Architectural styles for Cactus Avenue should be chosen in part as an opportunity to introduce a variety of exterior accent materials (e.g. brick, stone, siding, metal, pre-cast concrete, ceramic tile, or timber).

1. Color schemes should be simple, tasteful, and consistent with architectural styles.
2. Front door details shall vary according to architectural style.
3. Feature window shapes shall vary according to architectural style.
4. Acceptable roof materials include concrete tiles and metal, but exclude composite shingle.
5. Chimneys, which may cast shadows over solar panels, are not required.
6. At least two photosensitive carriage lights per house are required and they should vary according to architectural style.
7. Shutters are not required; but to the extent they are used, shutter sizes should be proportional to the window and shutter styles should vary in a manner consistent with architectural styles.
8. Trim details from the front elevation should also be applied to the sides and rear of the house for continuity.

f. Mechanical Equipment

Mechanical equipment such as air conditions, heaters, evaporative coolers, and other such devices shall not be mounted on any roof and must be located behind privacy walls and landscaping out of the setback area.

MV00200582

3. Architectural Styles

The residential architecture of Cactus Avenue will reflect a variety of architectural themes and styles prevalent in Southern California. The identified architectural elements and details for each style provide guidance but are not required for a given style. Contemporary interpretations of historical styles are appropriate.

Architectural design creativity, attention to detail, and respect of building scale and massing along residential streets are to be at a level equal to or exceeding the homes and neighborhoods within the surrounding communities.

The following is a list of example architectural styles along with some defining characteristics of those styles. The list is not intended to be exhaustive or limiting. Rather it is intended to demonstrate that acceptable styles shall have some historical authenticity that can be defined by a unique set of characteristics.

The characteristics shown on the next pages are only representative because an authentic style can have several interpretations. The only requirement is that definable architectural styles be utilized so that elevations are identifiable and the street scene is diverse. Generic architecture that lacks identifiable characteristics and blends together is not acceptable.

Example styles include:

- Coastal
- Cottage
- Craftsman
- French Country
- Monterey
- Ranch
- Spanish
- Traditional

MV00200583

COASTAL

The Coastal style is based on traditional architecture with a strong influence of East Coast progressive detailing, yet heavily influenced by native California coastal cottage solutions.

- Siding can be used as an accent in gable end conditions or as a dominant feature material
- Emphasized corner, window, and door accent trims
- Moderate roof pitches
- Hip and/or gable roof forms with flat roof tile
- Vertically proportioned windows typical
- Can be traditional or progressive

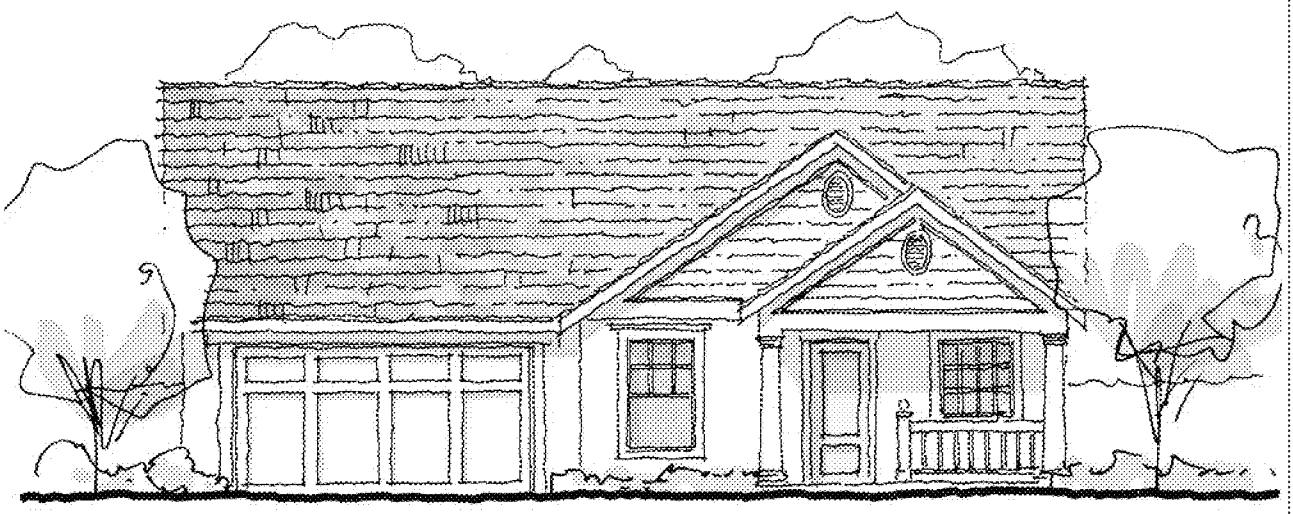

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COTTAGE

The Cottage style reflects small house massing with historical roots from the English and French countryside finding its popularity here in the early decades of the 20th century. This style embraces European charm with expressive detail.

- Steeper pitched roofs with gables or hips with gable details; accented secondary roof elements can have steeper pitches
- Highly expressive entry elements mark this style
- Flat concrete roof tile
- All stucco solution acceptable
- Accent brick or stone application encouraged

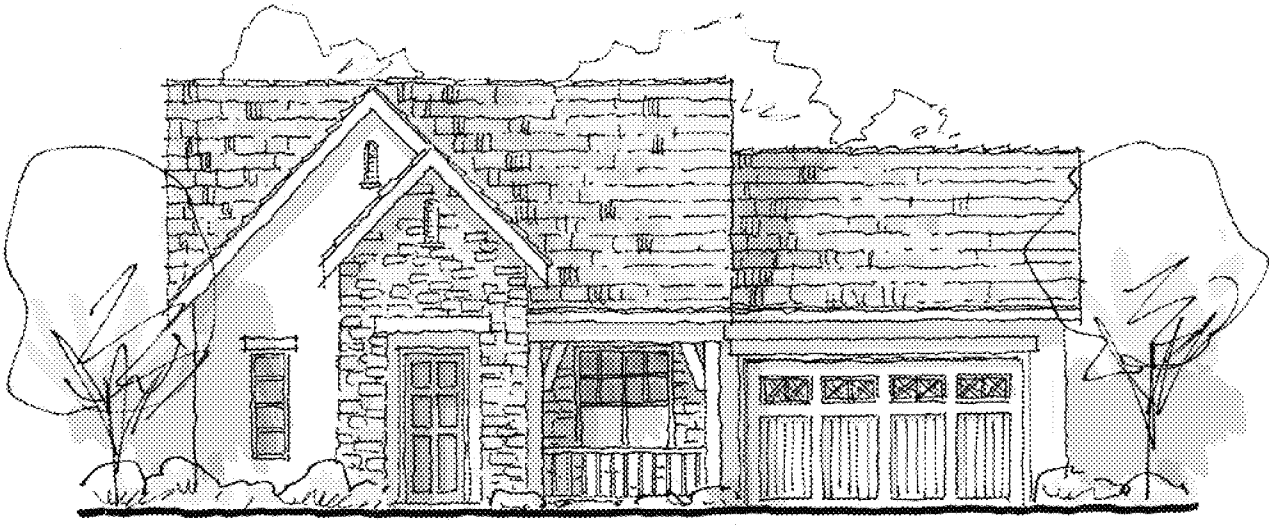

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Craftsman

This style has its historical roots in Southern California and spread throughout the country by pattern books and popular magazines during the early decades of the 20th century. Craftsman specific attributes relate to the home's climate, native materials, indoor/outdoor living and honest character styles.

- Low pitched, front gabled roof with wider overhangs and flat roof tile; higher pitched roofs acceptable on single-story homes
- Cross-gabled, side-gabled and hipped roofs also appropriate
- Decorative beams or braces under gables
- Siding or distinguishable vent details in gable ends
- River rock applications historically typical and preferred as base details at porches; additionally tapered or double wood post columns are signature elements for this style; but ledge stone, brick, and all-stucco solutions are acceptable.
- Exterior walls can be enhanced with a shingle or siding application; all stucco solutions are acceptable
- Expressive window and door trims

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French Country

French Country is picturesque style from the early 20th century that recalls a more rustic French vernacular. Designs for these homes reflect the evolution of their rural setting (part farmhouse and part chateau).

- Stacked ledge stone or brick facade base
- Feature windows with a horizontal or a flat arch top
- Front porch with wood posts and arched braces
- Steeper roof pitch with combination of hips and gables (dominant gable or hip roof)

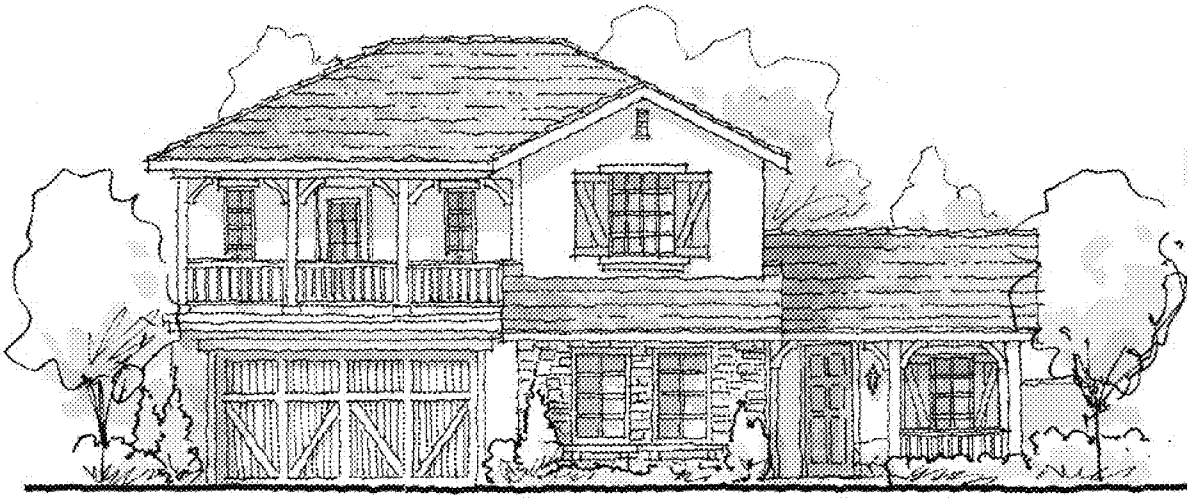

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Monterey

The Monterey style emanated from the Monterey Peninsula in the late 19th century by mixing East Coast Colonial architecture with the Spanish-influenced architecture of California.

- Two-story massing
- Usable balconies at front elevation with wood railing/ pickets preferred solution; adaptations of this detail encouraged for variety
- Rafter tails
- Flat or 'S' tile roofs
- Front to back primary roof with expressed outlookers at gable ends
- Brick or stone application with vertical or horizontal (board & batt) siding
- All stucco applications acceptable if contributing details provided

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RANCH

The Ranch style is a more casual version of the Traditional style that emerged with the post war building boom in Southern California.

- Horizontal emphasis in form and windows
- Brick or stone base
- Full height siding or partial siding at eaves can be used with or without brick.
- Best with single-story plans or plans with single-story elements
- Elongated porches with shed roofs and wood posts without railings
- Shutters, railings with pickets and outlookers can be applied as accents to this style, but not required.

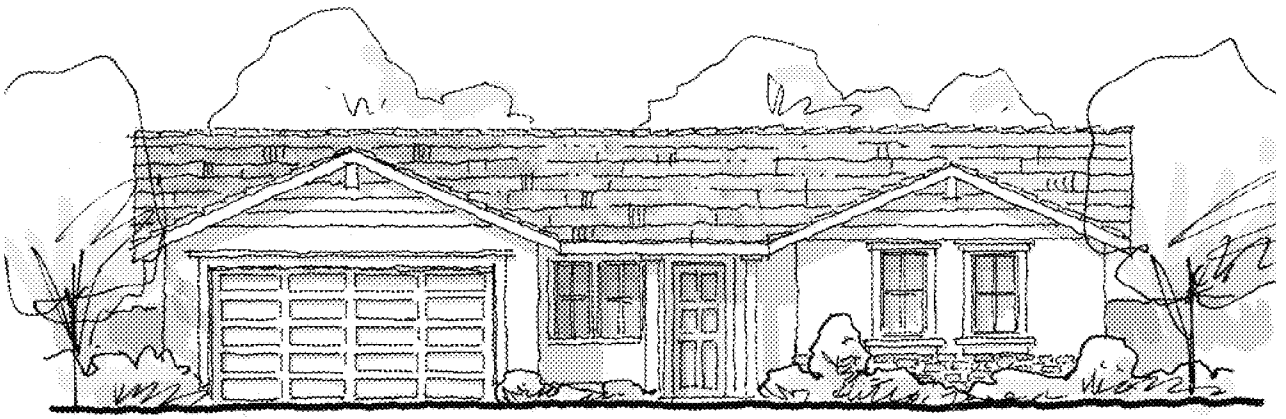

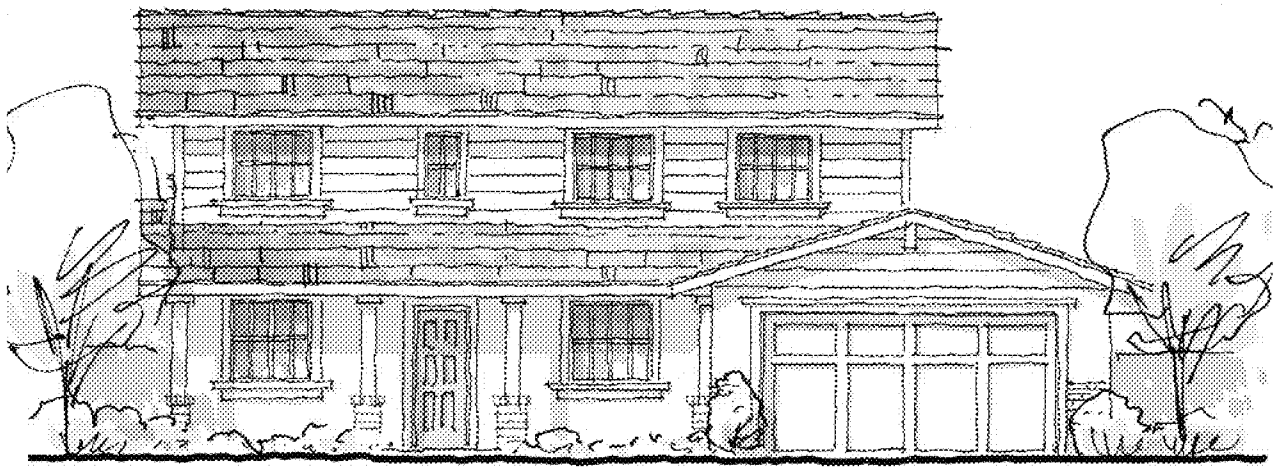

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SPANISH

The Spanish style evolved in California as an adaptation of Mission Revival influences, infused with additional eclectic elements and details from Latin America and Spain. From formal adaptations to informal solutions, this style remains one of the most recognizable.

- Low pitched, 'S' tile roof
- Eave overhangs with any combination of hipped and gabled roofs
- Full arches at entry, porch, and/or feature windows common
- Typically all stucco walls
- Iron accent details at small feature windows and/or exterior railing
- Accent tiles can be provided as entry or feature window surrounds
- Appropriate detail at gable ends such as decorative pipes, vents, or outlookers
- Santa Barbara is more formal version with splayed or compound arches
- Hacienda is more casual version with wood headers, corbels and posts

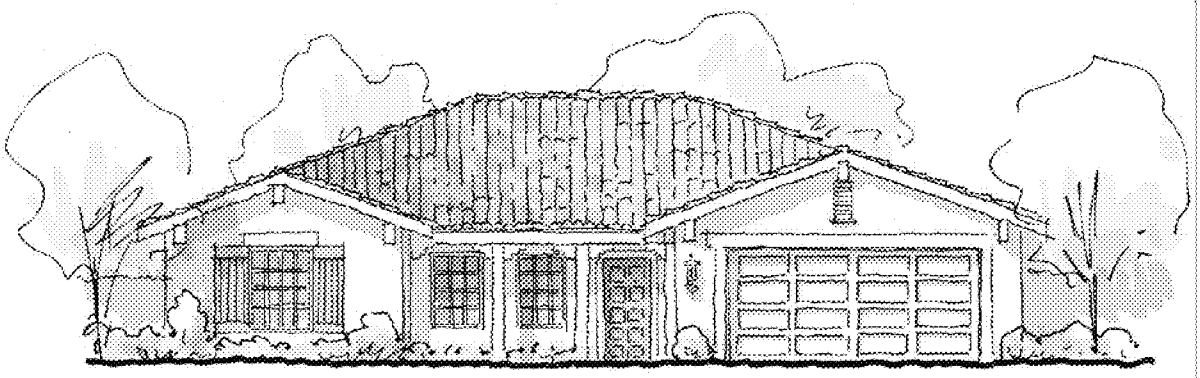

Hacienda

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Spanish

Santa Barbara

MV00200593

TRADITIONAL

The Traditional style evolved in the early twentieth century exemplified by classic "Americana" or colonial influences. This style is quite adaptable to its surroundings and fits well within a style diverse street scene. Warm and comfortable, its simplicity of form and structure promotes a true sense of Americana.

- Horizontal and/or vertical massing
- Roofs can be hipped and/or gabled with steeper pitches
- Flat tile roof
- Typical brick application at base
- Horizontal siding and/or stucco
- Usable front porch with substantial wood posts atop a base with wood railing/pickets
- Gable vent or accent window detail
- Shutters also common to this style

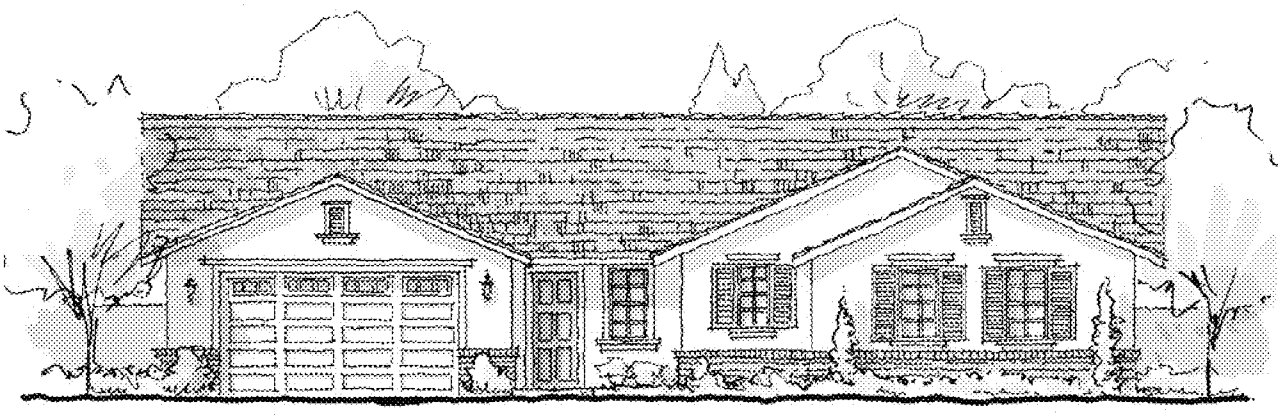

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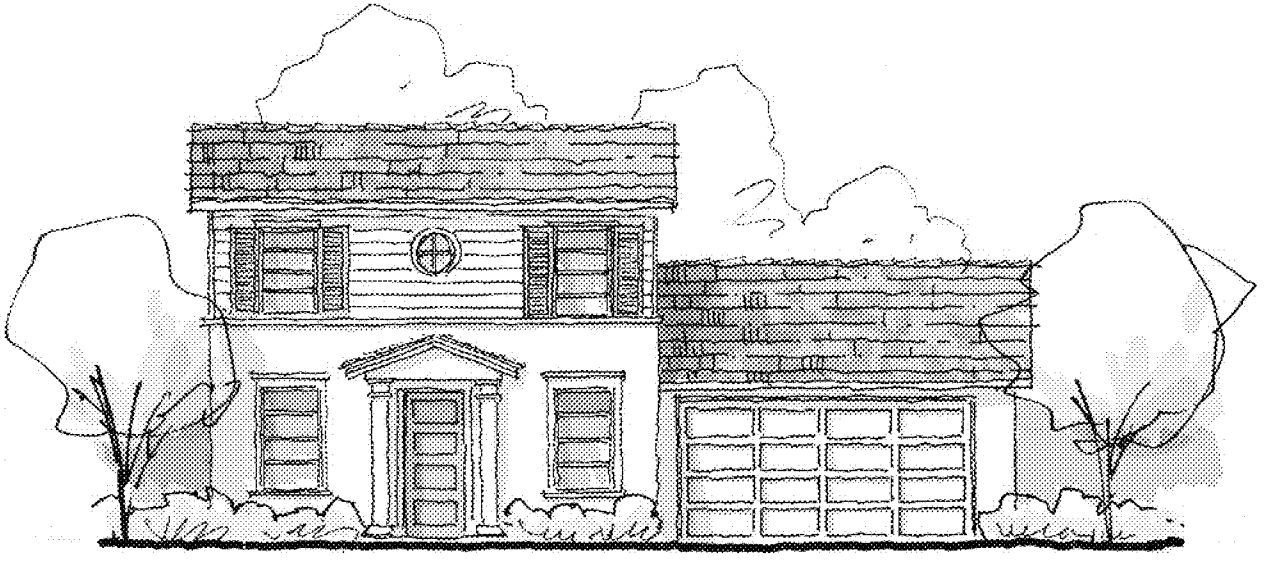

Regency Revival

MV00200595

a. Variation Requirements

The variation requirements below have been determined by fixing the maximum average frequency of a given house at 2.0 times per development. The frequency equals the number of lots in a planning area divided by the number of required house combinations. These variation requirements, along with the mix requirements, will ensure development of an architecturally diverse community.

Summary of Variation Requirements						
Number of Lots	Floor Plans	Elevation Styles	Color Schemes	Reverse Versions	House Combos	Maximum Frequency
145 - 180	5	4	2	2	80	2.0x

If the project is split into two or more planning areas, Summary of Variation Requirements for revised number of lots will meet or exceed City of Moreno Valley Municipal Code Section 9.16.130 Table B which applies to all projects in the City.

The table should be regarded as a minimum so, for instance, an extra color scheme may not be substituted for a floor plan. Likewise, reverse versions of each floor plan must be provided.

b. Mix Requirements

Where 4 or more floor plans are required, a single floor plan may not be plotted with less than a 15% or more than a 25% frequency.

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c. Colors and Materials

A variety of colors and textures of building materials is required. Building materials and colors are not only important elements in maintaining a specific architectural style, they are also important in providing a varied street design. Material breaks, transitions and termination should produce complementary and clear definitions of separation while maintaining a prescribed color and materials theme. This is especially important in changing from stucco and/or siding to masonry veneers.

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4. Landscape Design

The landscape and planting design provides the identity for the Cactus Avenue community that is sustainable over time. The design meets the City of Moreno Valley's updated Landscape Standards (refer to Figure 1-6 Preliminary Landscape Plan). The plant palette chosen for the Cactus Avenue community is appropriate to the site climate while providing color and seasonal change (refer to Figure 1-7 Plant Palette).

5. Community Walls and Fencing

The visible Cactus Avenue community walls include a six-foot high decorative block wall with pilasters. A concrete colored cap will also be provided. Along Brodiaea Avenue, a white three-rail vinyl fence per City standards will be provided parallel to the 12-foot wide multi-use trail. Quincy Channel will include a 16-foot wide trail bordered on both sides by a white, three rail vinyl fence and a three-cable fence per Riverside County Flood Control District (RCFCD) standards (refer to Figure 1-8 Preliminary Wall/Fence Plan). Tubular steel fencing will be provided adjacent to water quality basins per City of Moreno Valley Standards (refer to Figure 1-8 Preliminary Wall/Fence Plan).

The walls and fencing shall meet the following requirements as shown on Figure 1-9 Preliminary Wall/Fence Details.

a. Block Walls

1. All block walls will be decorative block wall or an approved alternative. This includes perimeter and private areas.
2. Colored concrete caps will be used at wall tops.
3. Perimeter wall pilasters will match decorative block material and color.
4. Retaining walls will match decorative block wall conditions.

b. Trail Fencing

1. The trail fencing will be per City standards.

c. Interior Fencing

1. The interior privacy fencing will be tan vinyl for both interior property line and fence return conditions.
2. All interior fencing height will vary but will be no lower than six feet high.
3. Gates will constructed of tan vinyl to match the fence.

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6. Streetscape

a. Brodiaea Avenue

A 28-foot wide open space area will be provided adjacent to Brodiaea Avenue (refer to Figure 1-10 Brodiaea Avenue Streetscape and Figure 1-11 Brodiaea Avenue Pedestrian Connections and Plant Palette). The open space area includes the following amenities:

Brodiaea Avenue East of Quincy Channel

1. Sixteen-foot wide landscaped parkway provided with trees and layered landscape adjacent to the street.
2. Twelve-foot wide multi-use trail protected by a three-rail fence on one side and the community wall covered with Boston Ivy vines on the other side.
3. Three ADA pedestrian connections are provided from the residential cul-de-sacs to Brodiaea Avenue.
4. See Figure 1-12 Brodiaea Avenue Section East of Quincy Channel.

Brodiaea Avenue West of Quincy Channel

1. Curb adjacent 6-foot wide sidewalk.
2. Twenty-one and half-foot wide landscaped area with trees and layered shrubs between the sidewalk and the community wall covered with Boston Ivy vines.
3. See Figure 1-13 Brodiaea Avenue Section West of Quincy Channel.

Brodiaea Avenue open space areas will be maintained by the City of Moreno Valley with the exception of the sidewalk at the three pedestrian connections which will be maintained by the HOA.

b. Cactus Avenue

A 22-foot wide open space area will be provided adjacent to Cactus Avenue (refer to Figure 1-14 Cactus Avenue Streetscape and Water Quality Basin). The open space area includes the following amenities:

1. Eight-foot wide landscape parkway adjacent to the street with street trees.
2. Six-foot wide sidewalks.
3. Minimum 10-foot wide landscaped area (flat or slope) featuring accent plants, low shrub groundcover, and trees (refer to Figure 1-15 Cactus Avenue Plan Palette).

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4. Two fully landscaped Water Quality Basins provide open space and comply with the Cactus Avenue Water Quality Management Plan.
5. Entry monument features at Lots 33 and 158 on Cactus Avenue feature decorative stone pilasters, stone seatwall, arbors and surrounding landscape (refer to Figure 1-16 Cactus Avenue Corner Entry).
6. Refer to Figures 1-17 and 1-18 Cactus Avenue Parkway Sections.

Cactus Avenue open space areas will be maintained by the City of Moreno Valley with the exception of the entry monuments which will be maintained by the HOA.

7. Community Trail

The Quincy Trail is the featured amenity for the Cactus Avenue Community (refer to Figure 1-19 Quincy Channel Trail, Par Course and Streetscape). A 28- to 30-foot wide open space area has been provided adjacent to the west side of Quincy Channel that includes the following amenities (refer to Figure 1-20 Quincy Channel Plant Palette):

1. 16-foot wide, fenced, multi-use trail that connects to the trail along Brodiaea Avenue (refer to Figure 1-21 Quincy Channel Trail Section).
2. Six exercise (par course) stations are interspersed along the trail area using FitCore structures such as balance beam, pull up bars, parallel bars, and jump touch bars.
3. Concrete benches are located at each exercise station.
4. Three walkways provide connections between the multi-use trail and A street.
5. Parking bays are conveniently located along A Street adjacent to Quincy Trail.
6. Refer to Figure 1-22 Quincy Channel Par Course Elements.

Quincy Trail will be maintained by the City of Moreno Valley.

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Figure 1-6 - Preliminary Landscape Plan

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TREES:

BOTANICAL NAME	COMMON NAME
FRAXINUS OXYCARPUS 'RAYWOOD'	RAYWOOD ASH
GLEDITSIA TRIACANTHOS 'SUNBURST'	HONEY LOCUST
PLATANUS ACERIFOLIA 'BLOODGOOD'	LONDON PLANE
PISTACHIA CHINENSIS	CHINESE PISTACHE
CHITALPA TASHKENTENSIS 'PINK DAWN'	PINK CHITALPA
CHITALPA TASHKENTENSIS 'MORNING CLOUD'	WHITE CHITALPA
KOELREUTERIA BIPINNATA	CHINESE FLAME TREE
LIQUIDAMBAR STYRACIFLUA 'PALO ALTO'	AMERICAN SWEET GUM
ALBIZIA JULIBRISSIN	SILK TREE
RHUS LANCEA	AFRICAN SUMAC
SALIX PARVIFLORA	AUSTRALIAN WILLOW
CERCIS CANADENSIS OR ERIOBOTRYA DEFLEXA	EASTERN REDBUD OR BRONZE LOQUAT
LAGERSTROEMIA INDICA 'TUSKEGEE'	CREPE MYRTLE (PINK)
PYRUS CALLERYANA 'ARISTOCRAT'	ARISTOCRAT FLOWERING PEAR
PINUS HALEPENSIS	ALEPPO PINE
POPULUS FREMONTII	WESTERN COTTONWOOD

Figure 1-7 Plant Palette

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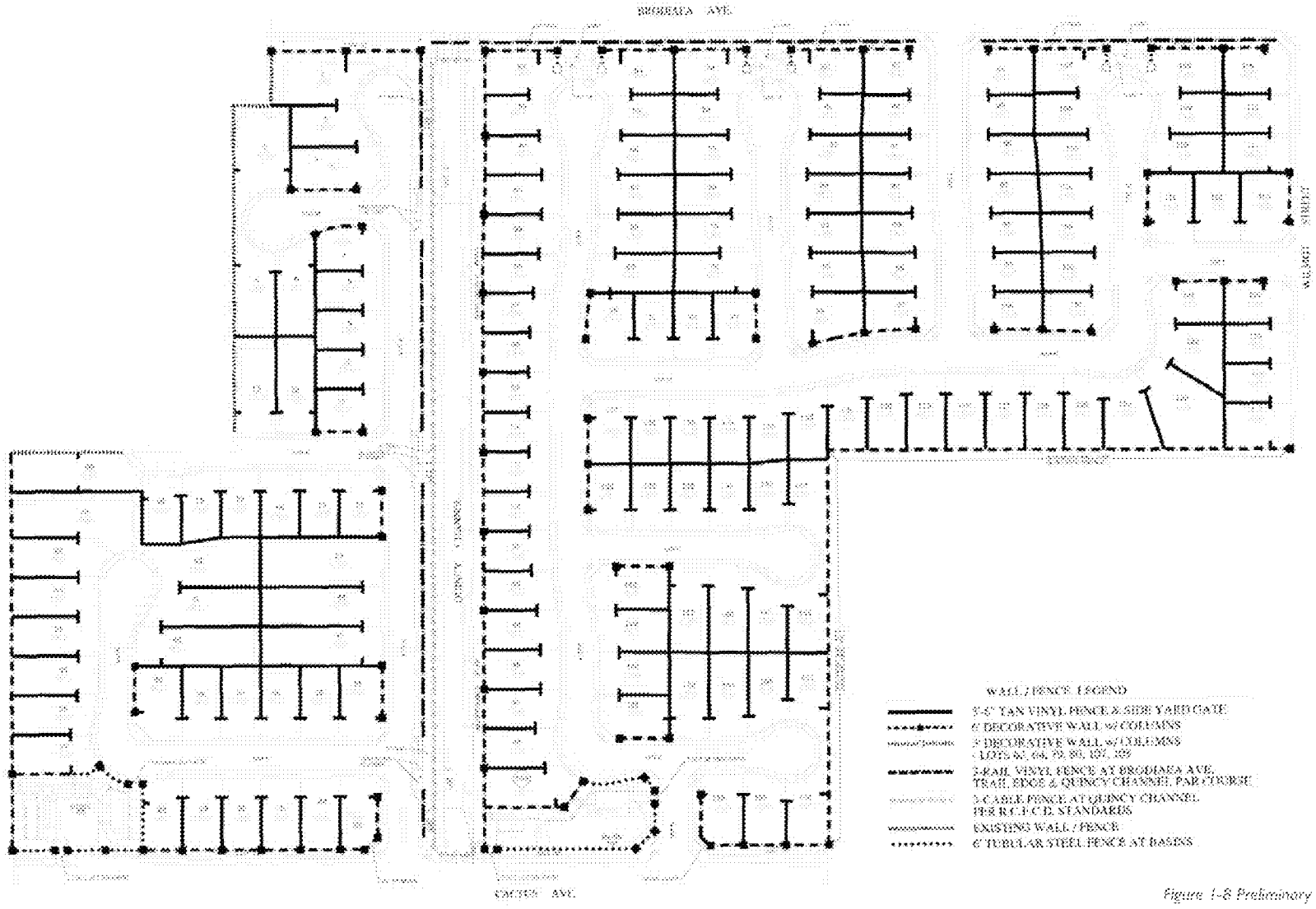

Figure 1-8 Preliminary Wall/Fence Plan

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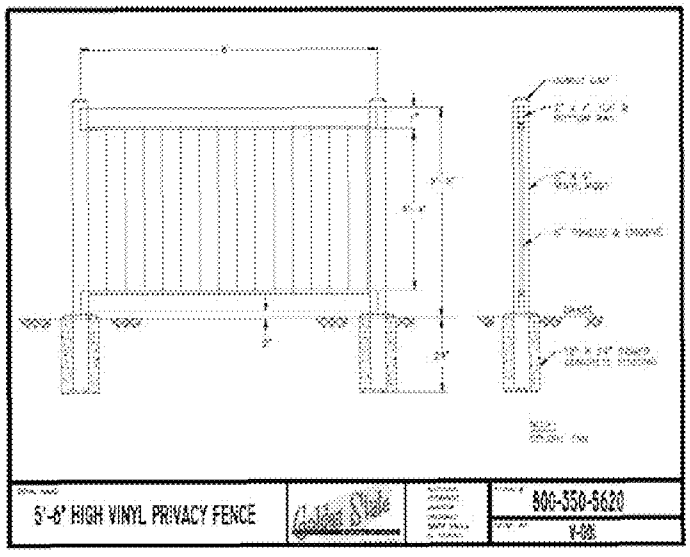

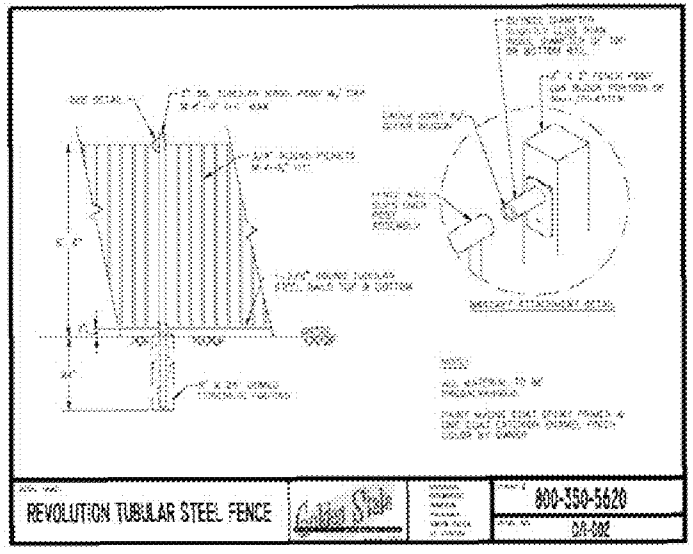

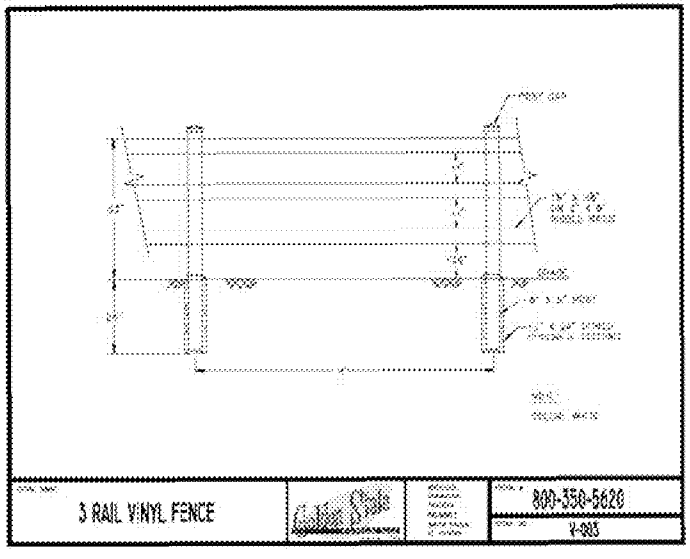

Figure 1-9 Preliminary Wall/Fence Details

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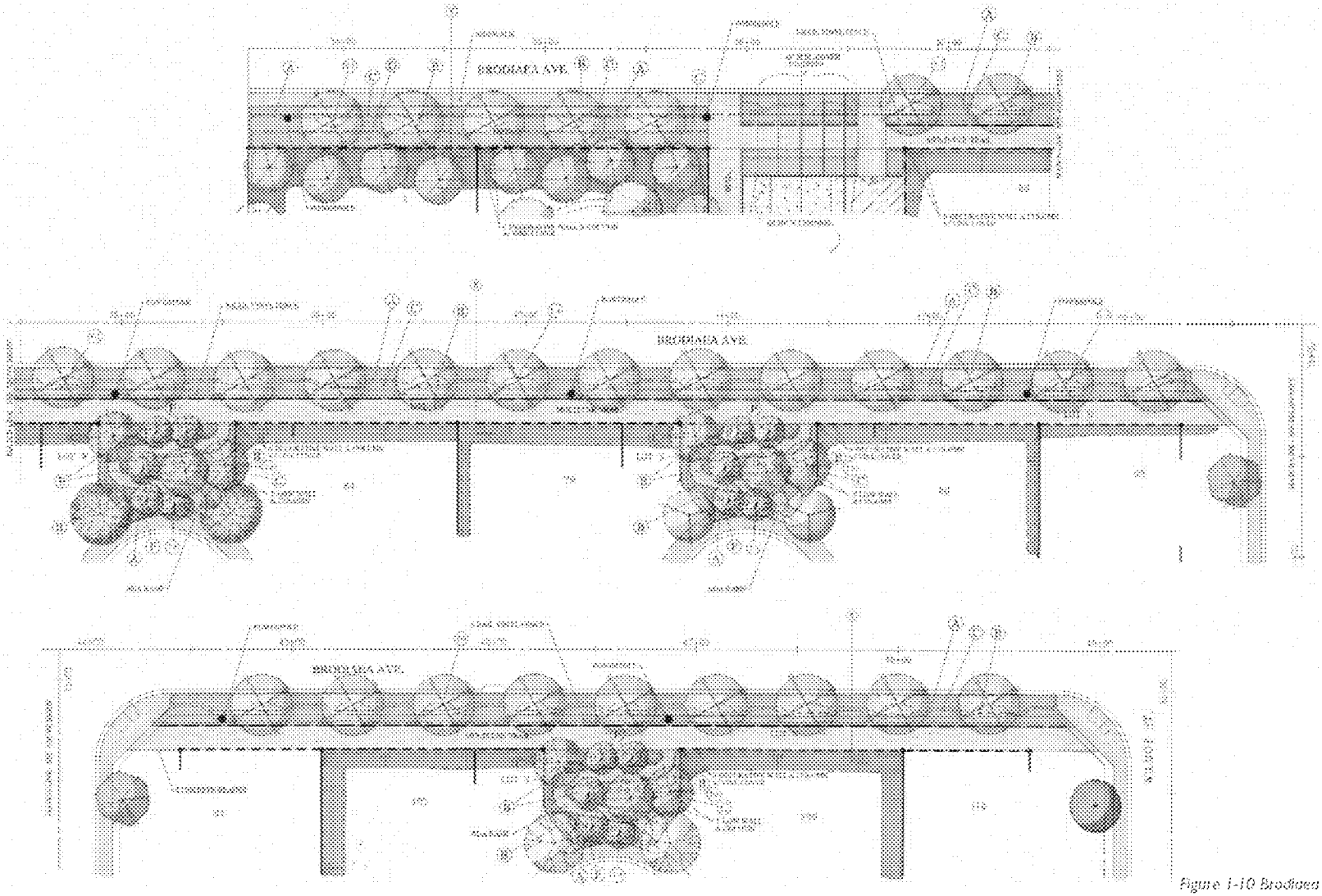

Figure 1-10 Brodiaea Avenue Streetscape

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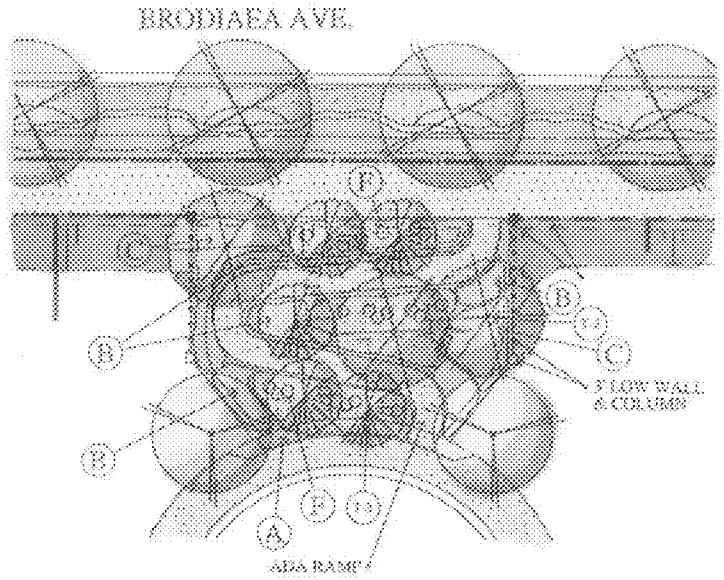

BRODIAEA AVE. PLANT PALETTE

TREES

T-1	ALBIZIA JULIBRISSIN	SILK TREE	36" BOX STD.
T-2	CERCIS PARVIFLORA	ARIZONA WOOD ROSE	15 GAL. STD.
T-3	CERCIS OCCIDENTALIS	WESTERN REDBUD	15 GAL. STD.

A. LOW SHRUBS (GROUND COVER TO 1-2'H) 1 GAL @ 36" O.C.

ATRIPLEX PATULA LUCIA	MONTERA
ROSMARINUS OFFICINALIS PROSTRATUS	PROSTRATE ROSEMARY
HYPERICUM CALYCINUM	AARON'S BEARD
COTONEASTER DAMMERI 'LOWFAST'	BEARBERRY COTONEASTER

B. BACKGROUND ACCENT PLANTS 3 GAL @ 36" O.C.

HEMEROCALLIS HYBRID	DAYLILY
NERIUM BROLOR	FORTNIGHT LILY
AGAPANTHUS AFRICANUS	LILY OF THE NILE

C. INTERMEDIATE SHRUBS 5 GAL @ 36" O.C.

CALLISTEMON VIMINALIS 'LITTLE JOHN'	DWARF BOTTLEBRUSH
RAPHIOLEPIS INDICA SPP.	INDIAN HAWTHORN
MYRTUS COMMUNIS COMPACTA	DWARF MYRTLE
ESCALLONIA 'LOS ALTOS'	ESCALLONIA
CISTUS SPP.	ROCKROSE
LAVANDULA ENGLISH	ENGLISH LAVENDER

D. LOW BROADLEAF SHRUB 5 GAL @ 36" O.C.

NANDINA DOMESTICA 'NANA' 'SEASON'S BEAUTY'	JAPANESE BOXWOOD

E. GROUND COVER BEHIND CURB 1 GAL.

GAZANIA SPP.	GAZANIA
VERBENA SPP.	VERBENA
ARTENA DOSMARINA	RED APPLE

F. ACCENT STRAP LEAF OR GRASSY SHOOT

PHORMIUM TENAX SPP.	NEW ZEALAND FLAX
PENNISETUM CORDATUM	FOUNTAIN GRASS
MISCANTHUS SPP.	EULALIA GRASS
MUHLENBERGIA SPP.	MUHY
ACORUS SPP.	SWEET FLAG

G. BACKGROUND SHRUBS 5 GAL @ 36" O.C.

XYLOSMA CONGESTUM COMPACTA	SHINY XYLOSMA
LEUCOPHYLLUM TEXANUM	WAX LEAF PRIVET
ESCALLONIA FRADESII	PINK ESCALLONIA
WESTRINGIA FRUTICOSA/ROSMARINIFORMIS	AUSTRALIAN ROSEMARY
VIBURNUM TINUS 'SPRING BOUQUET'	VIBURNUM

H. VINES GRAND & HEDGE CLIMB

PARTHENOCISSUS TRICUSPIDATA	BOSTON IVY

Figure 1-11 Brodiaea Avenue Pedestrian Connections and Plant Palette

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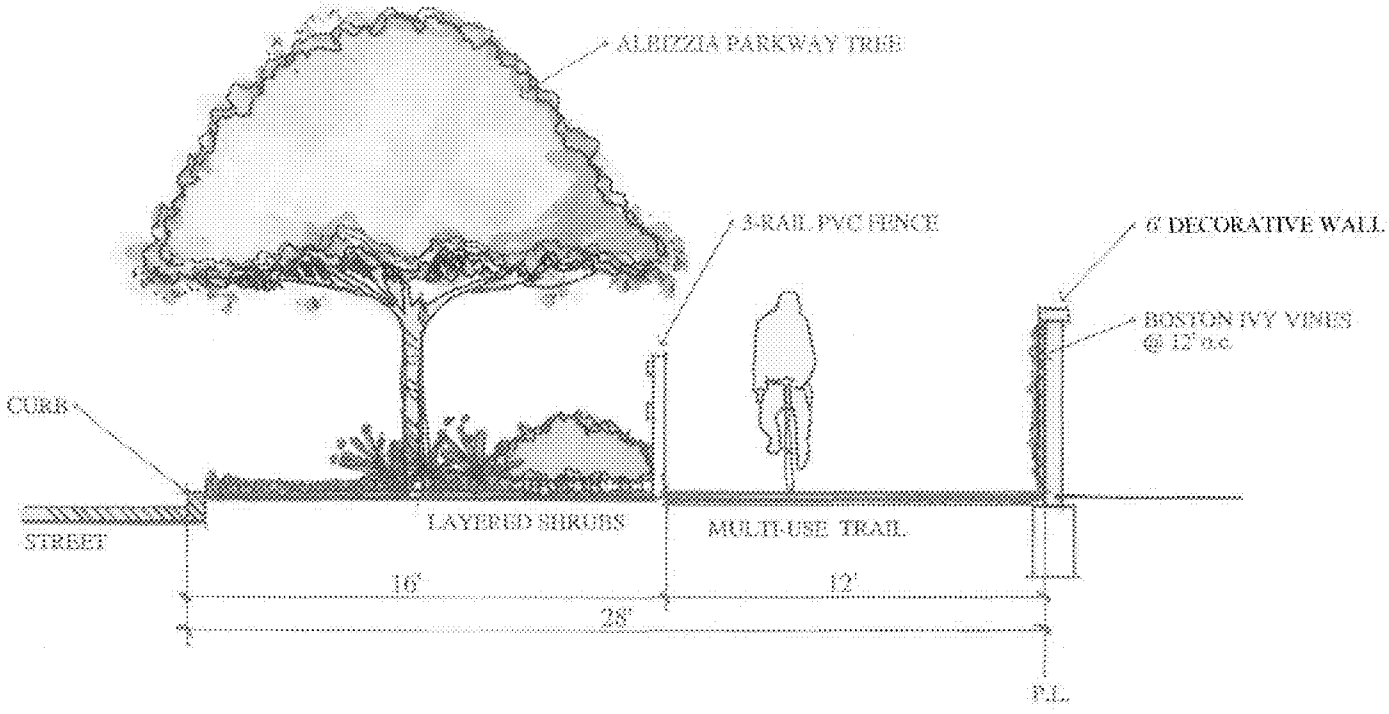

Figure 1-12 Bradlaca Avenue Section East of Quincy Channel

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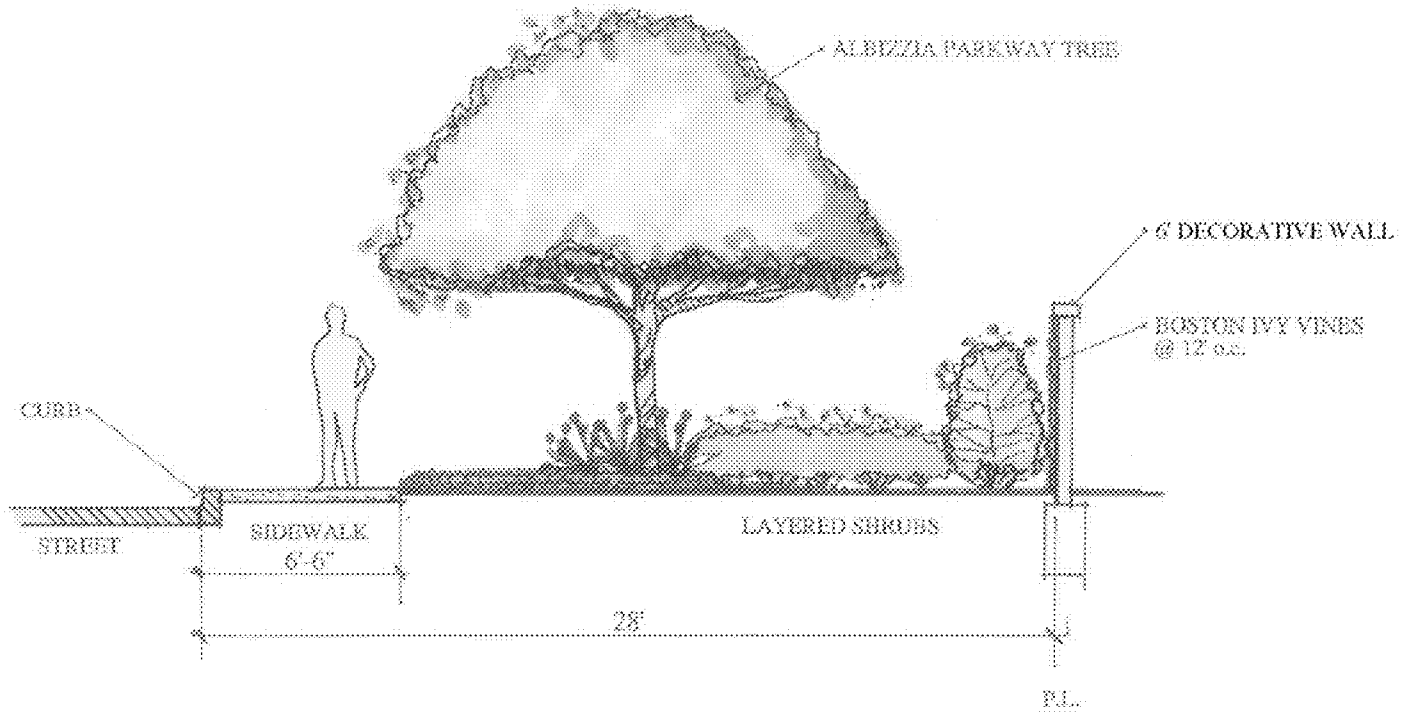

Figure 1-13 Brodiaea Avenue Section West of Quincy Channel

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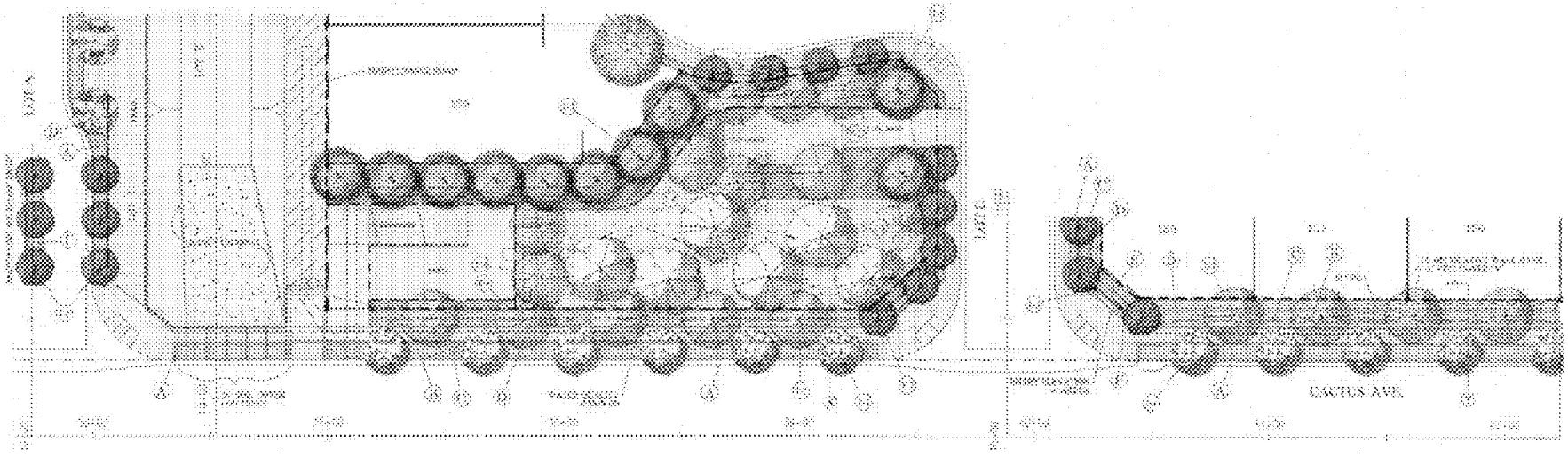

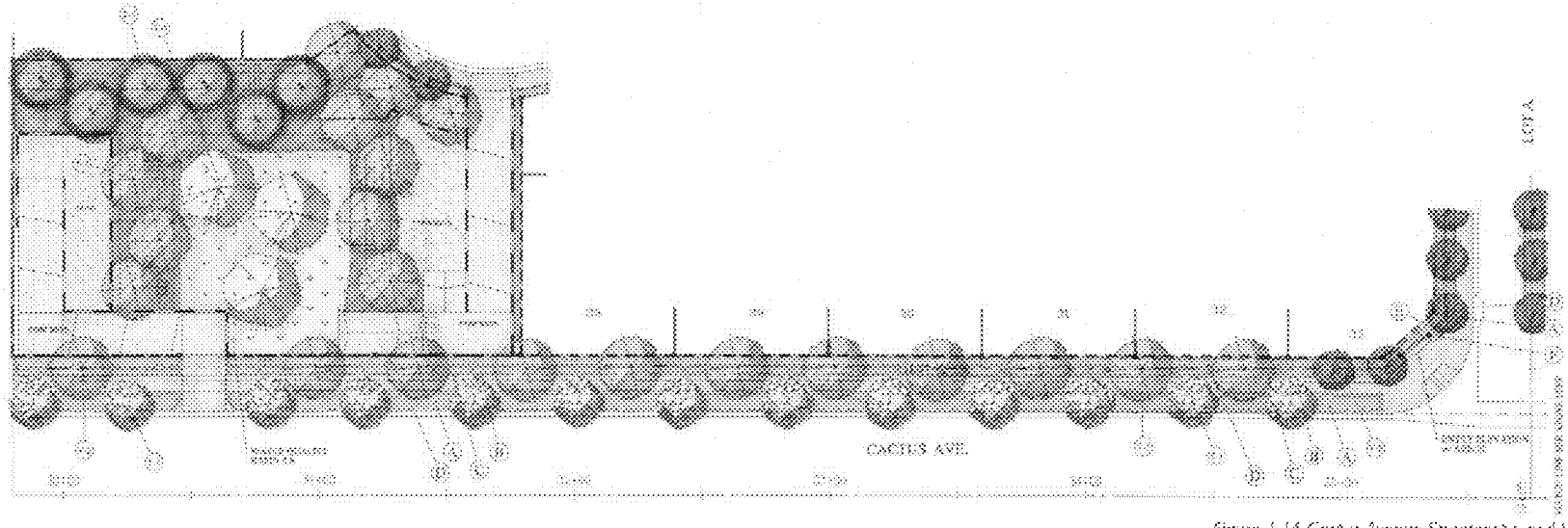

Figure 1-14 Cactus Avenue Streetscape and Water Quality Basin

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CACTUS AVE. STREETSCAPE PLANT PALETTE

TREES

T-1	RHUS LANCEA	AFRICAN SUMAC	24" BOX STD.
T-2	GEIJERA PARVIFOLIA	AUSTRALIAN WILLOW	24" BOX STD.
T-3	CERCIS CANADENSIS	EASTERN REDBUD	24" BOX STD.
	MELEOTTA DISLEXA	BRONZE LOQUAT	24" BOX STD.
T-4	FRAXINUS PENNSYLVANICA	GREEN ASH	15 GALLON
T-5	PINUS HALEPENSIS	ALEPPO PINE	15 GAL.

A. LOW SHRUBS (GROUND COVER 12" - 18" HT. 1 GAL. & 36" O.C.)

MYOPORUM PARVIFOLIUM	MYOPORUM
ROSMARINUS OFF. PROSTRATUS	DWARF ROSEMARY
HYPERICUM CALYCINUM	AARONS BEARD
COTONEASTER DAMERI 'LOWFAST'	BEARBERRY COTONEASTER

B. FLOWERING ACCENT PLANTS (1 GAL & 12" 36" O.C.)

HEMEROCALLIS HYBRIDS	DAYLILY
MORAEA BRUNOR	FORTNIGHT LILY
AGAPANTHUS AFRICANUS	LILY OF THE NILE

C. INTERMEDIATE SHRUBS (5 GAL & 36"-48" O.C.)

CALLISTEMON VIMINALIS 'LITTLE JOHN'	DWARF BOTTLEBRUSH
RAPHIOLEPIS INDICA SP.	INDIAN HAWTHORN
MYRTUS COMMUNIS COMPACTA	DWARF MYRTLE
ESCALLONIA 'LOS ALTOS'	ESCALLONIA
CISTUS SPP.	ROCKROSE
LAVANDULA ANGUSTIFOLIA	ENGLISH LAVENDER

D. BACKGROUND SHRUBS 5 HT. (5 GAL & 4-5' O.C.)

XYLOSMA CONGESTUM COMPACTA	SHINY XYLOSMA
LIGUSTRUM TEXANUM	WAX LEAF PRIVET
ESCALLONIA FRADESI	PINK ESCALLONIA
WESTRINGIA ROSMARINIFORMIS	AUSTRALIAN ROSEMARY
VIBURNUM TINUS 'SPRING BOUQUET'	VIBURNUM

E. ENTRY CORRIDOR BACKGROUND SHRUBS 7 HT. (5 GAL & 5-6' O.C.)

LEPTOSPERMUM SCOPARIUM 'RUBY GLOW'	RED FLOWERING TEA TREE
NANDINA DOMESTICA	HEAVENLY BAMBOO
PITTOSPORUM TOBIRA	PITTOSPORUM
GREVILLEA NOELLII	NOELLII

F. FLOWERING INTERMEDIATE SHRUBS (5 GAL & 36"-48" O.C.)

SALVIA GREGII	AUTUMN SAGE
ROSA 'CARPET ROSE'	ROSE
LAVANDULA STOECHAS STYLO QUEEN'	LAVENDER

V. VINES (1 GAL & 36" O.C.)

PARTHENOCISSUS TRICUSPIDATA	BOSTON IVY

PLANT PALETTE/WATER QUALITY BASINS "AA" & "BB"

BASIN BOTTOM (HYDROSEED MIX):

PLANTAGO OVATA	PLANTAGO
LEYMUS CONDENSATUS	GIANT WILD RYE
MIMULUS AURANTIACUS	STICKY MONKEY FLOWER
LOTUS SCOPARIUS	DEERWEED
LUPINUS BICOLOR	LUPINE
NASSELLA LEPIDA	FOOTHILL NEEDLEGRASS
ERIOPHYLLUM CONFERTIFLORUM	GOLDEN YARROW
GNAPHALIUM CALIFORNICUM	CALIFORNIA EVERLASTING

BASIN SLOPES:

HYDROSEED MIX:

ARTEMISIA CALIFORNICA	CALIFORNIA SAGEBRUSH
ERIOGONUM FASCICULATUM	CALIFORNIA BUCKWHEAT
SALVIA APIANA	WHITE SAGE
SALVIA MELLIFERA	BLACK SAGE
LOTUS SCOPARIUS	DEERWEED
NASSELLA LEPIDA	FOOTHILL NEEDLEGRASS
GNAPHALIUM CALIFORNICUM	CALIFORNIA EVERLASTING

SHRUBS:

ROSMARINUS OFF. PROSTRATA	TRAILING ROSEMARY
BACCHARIS SPP.	COYOTE BUSH
CISTUS SPP.	ROCKROSE
LANTANA SPP.	LANTANA
GREVILLEA NOELLII	NOELLII
COTONEASTER SPP.	COTONEASTER
SALVIA SPP.	SAGE
XYLOSMA CONGESTUM COMPACTA	SHINY XYLOSMA
SLEAGNUS PUNGENS 'FRUITLANDII'	SILVERBERRY
LEUCOPHYLLUM SPP.	TEXAS SAGE
RHUS OVATA	SUGAR BUSH

Figure 1-15 Cactus Avenue Plan Palette

MV00200610

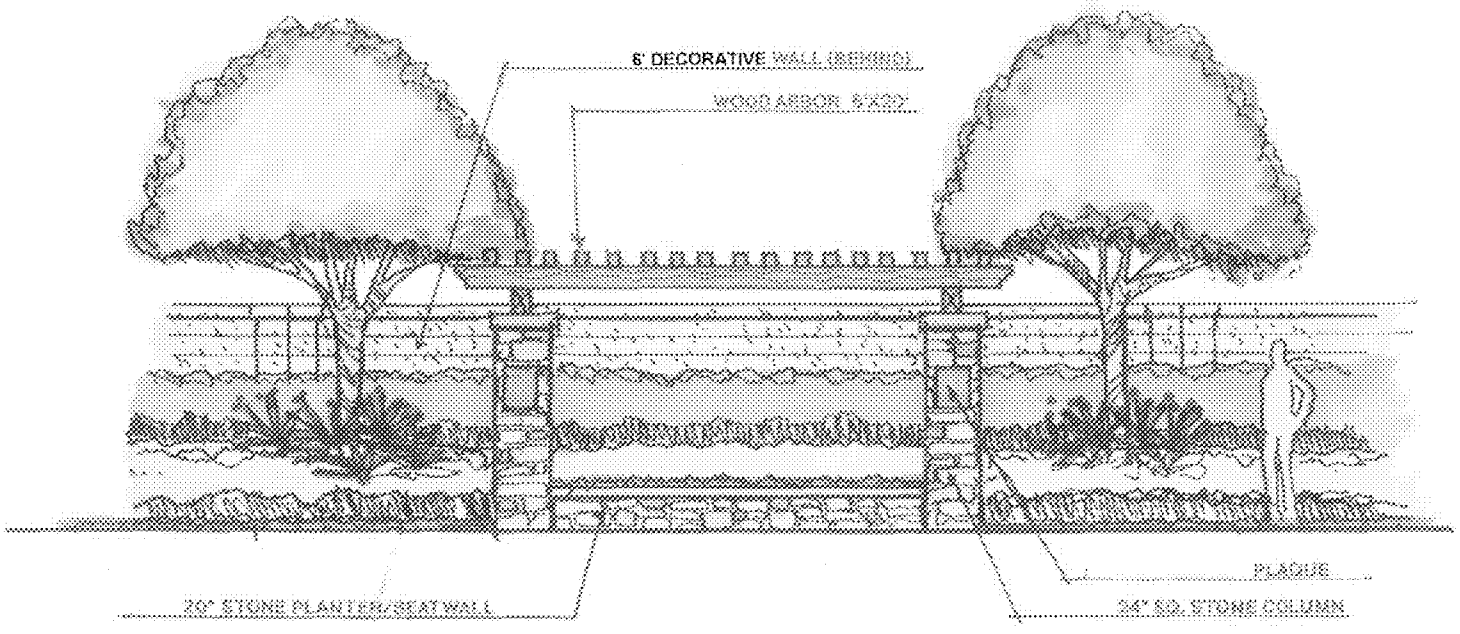

Figure 1-16 Cactus Avenue Corner Entry

MV00200611

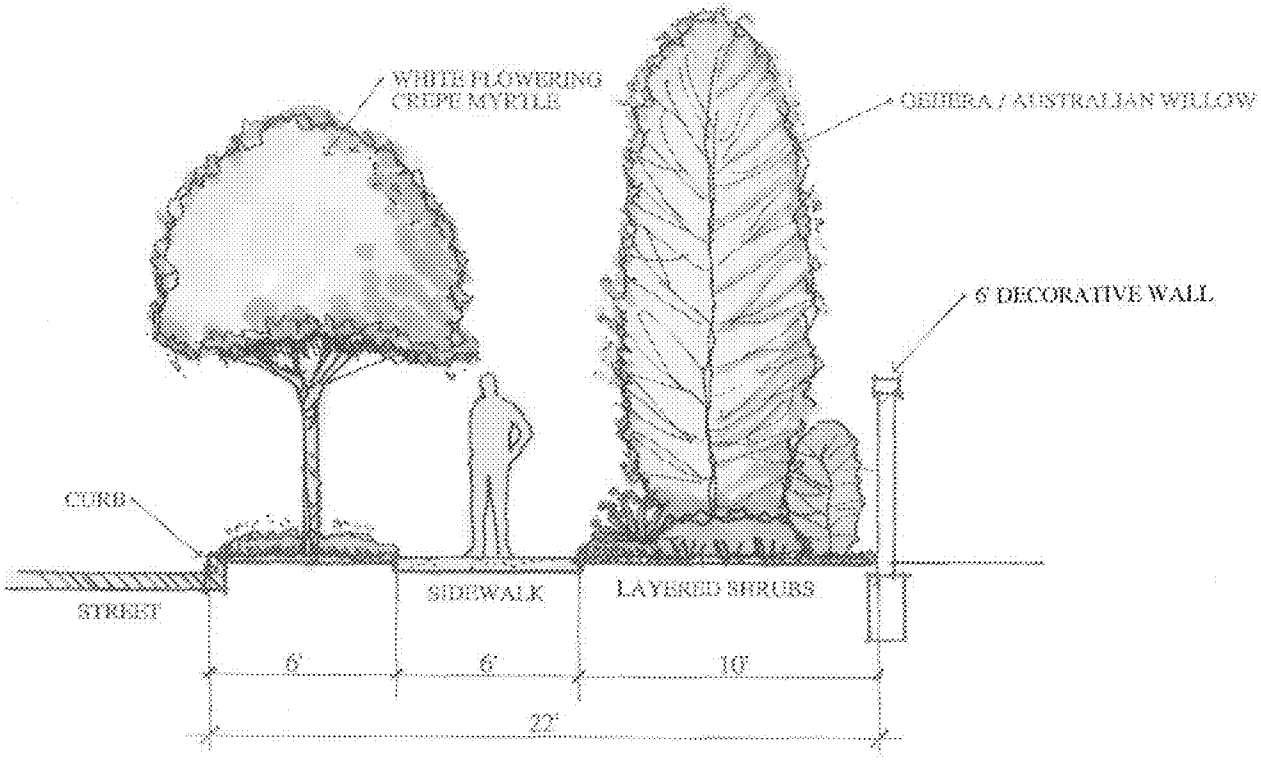

Figure 1-17 Cactus Avenue Street Section

MV00200612

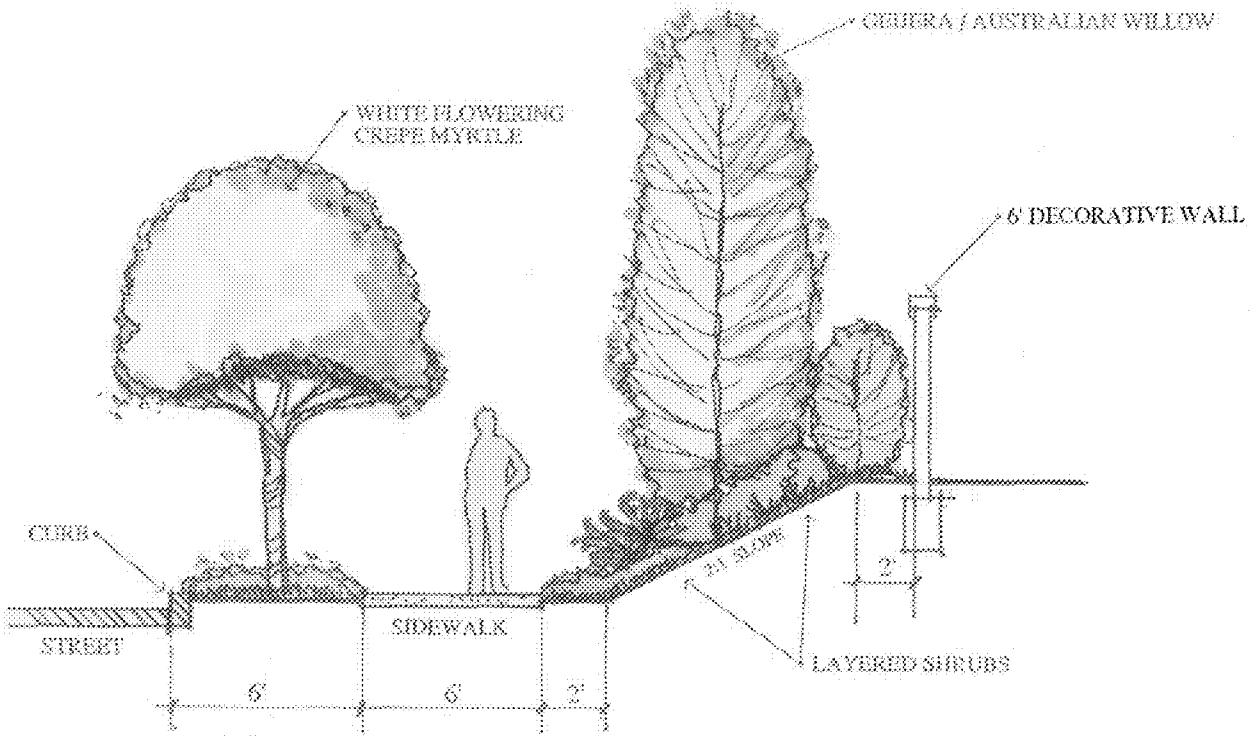

Figure 1-18 Cactus Avenue Street Section with Slope

MV00200613

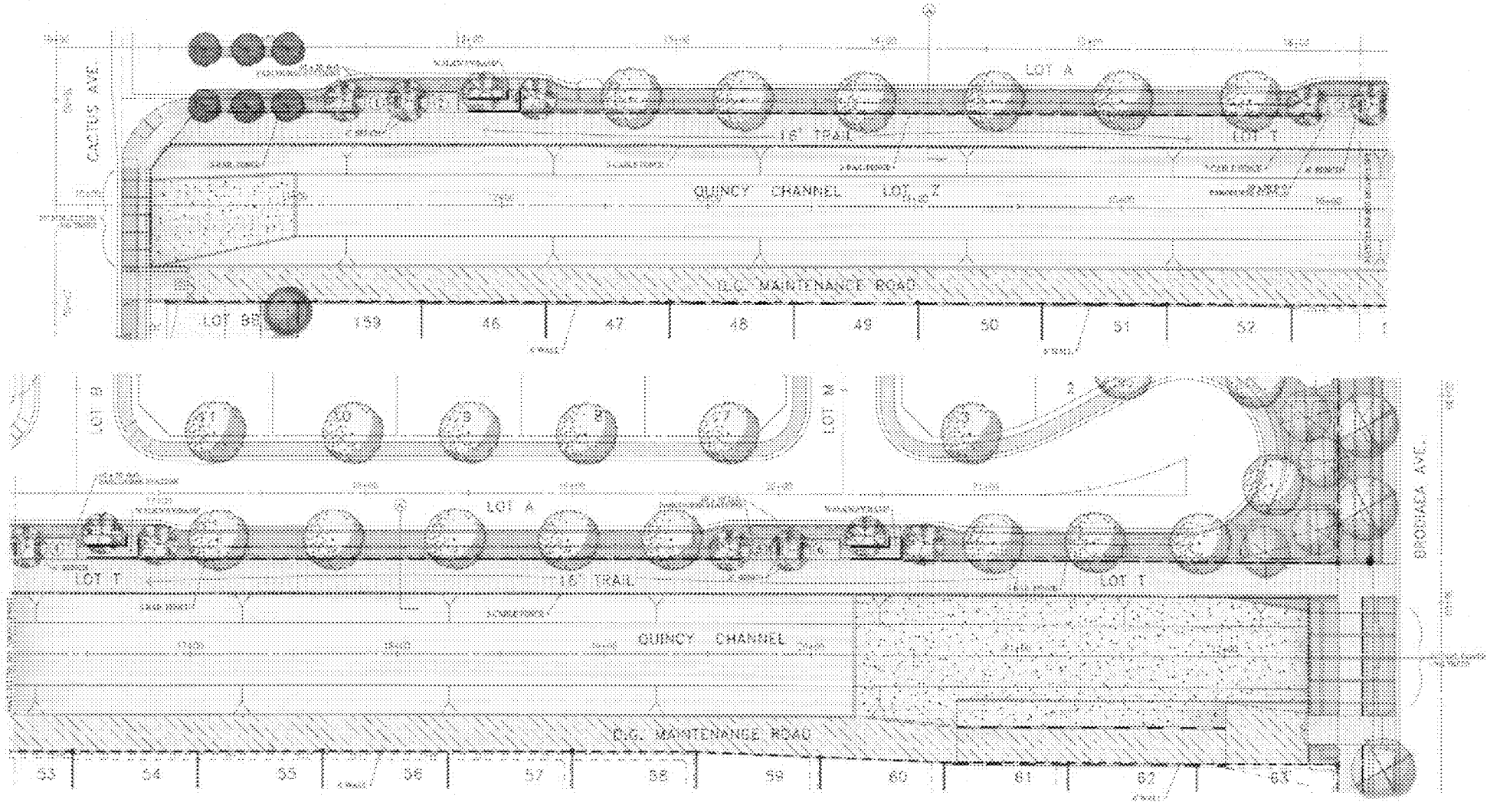

Figure 1-19 Quincy Channel Trail, Par Course and Streetscape

MV00200614

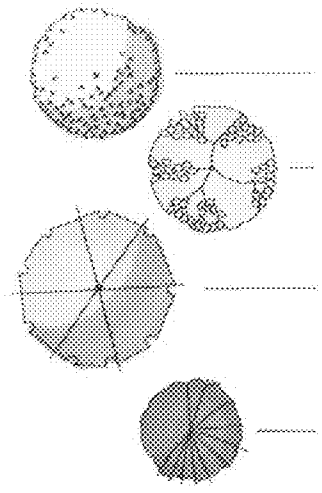

TREES

	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS
T - 1	PLATANUS ACERIFOLIA	LONDON PLANE	24" BOX	M
T - 2	LAGERSTROEMIA INDICA 'PINK'	CRAPE MYRTLE	24" BOX	M
T - 3	GREVIRA PARVIFLORA	AUSTRALIAN WILLOW	15 gal	M
T - 4	CERCIS CANADENSIS	EASTERN REDBUD	24" BOX	M
	OR			
	ERIOBOTRYA DEFLEXA	BRONZE LOQUAT	24" BOX	M

PLANTING PALETTE:

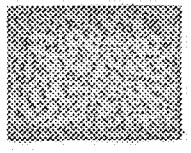

BOTANICAL NAME	COMMON NAME	SIZE / SPACING
ROSMARINUS O. PROST. 'HUNTINGTON BLUE'	ROSEMARY	1 GALLON @ 30" O.C.
LANTANA MONTEVIDENSIS 'GOLD'	N. C. N.	1 GALLON @ 36" O.C.
CALLISTEMON VIMINALIS 'LITTLE JOHN'	DWARF CALLISTEMON	5 GALLON @ 42" O.C.
RHAPHIOLEPIS INDICA 'CLARA'	INDIAN HAWTHORN	5 GALLON @ 42" O.C.
SALVIA GREGGII	AUTUMN SAGE	5 GALLON @ 36" O.C.
HEMEROCALLIS HYBRIDA 'YELLOW'	DAYLILY	1 GALLON @ 24" O.C.
XYLOSMA CONGESTUM 'COMPACTA'	DWARF XYLOSMA	5 GALLON @ 5' O.C.
GREVILLEA NOELII	PINK GREVILLEA	5 GALLON @ 4' O.C.
CISTUS COBARIENSIS	WHITE ROCKROSE	5 GALLON @ 4' O.C.
CISTUS LADANIFER MACULATUS	CRIMSON SPOT ROCKROSE	5 GALLON @ 42" O.C.
MYOPORUM PARVIFOLIUM	N. C. N.	Rooted Cuttings @ 18" O.C.

Figure 1-20 Quincy Channel Plant Palette

MV00200615

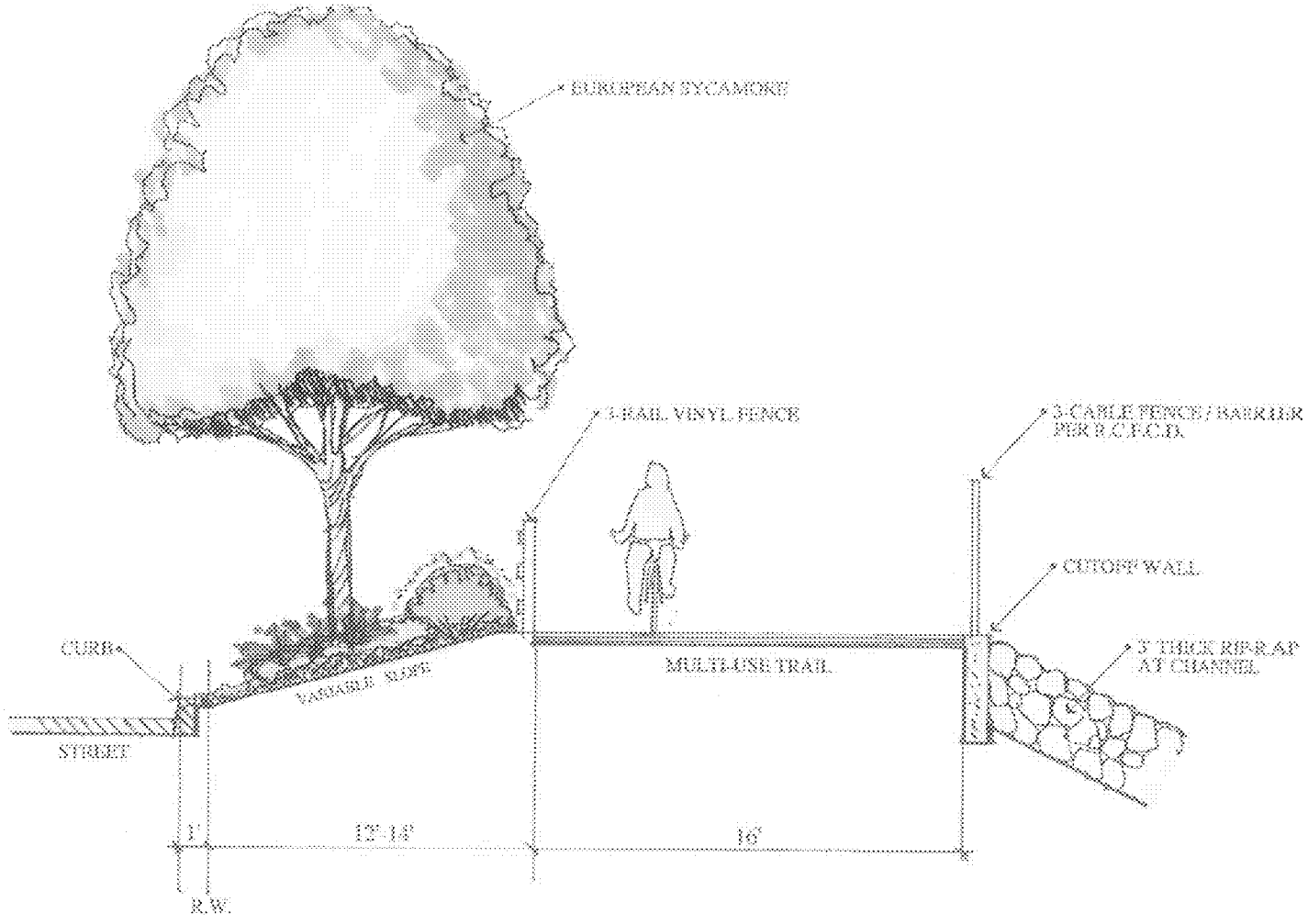

Figure 1-21 Quincy Channel Trail Section

MV00200616

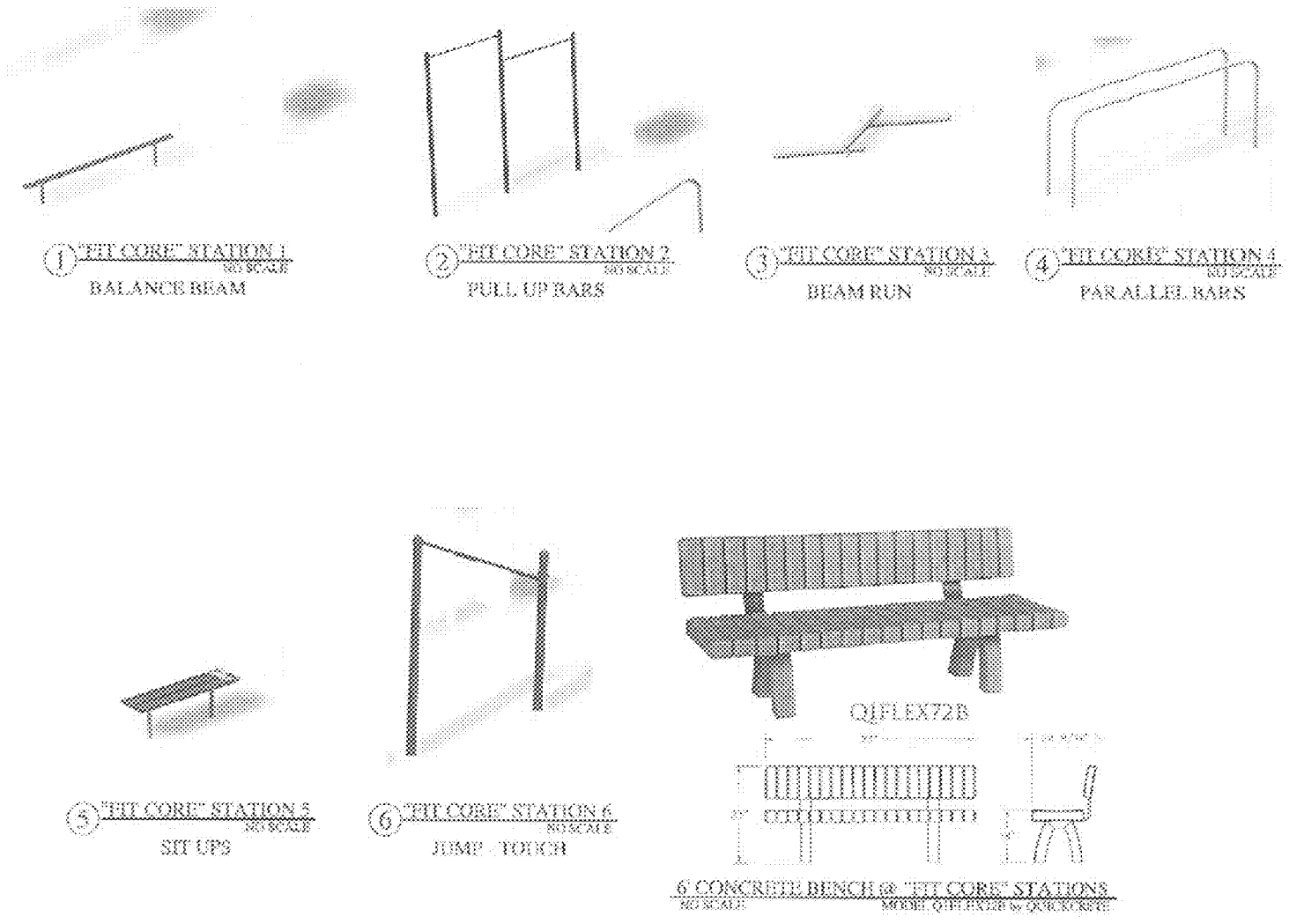

Figure 1-22 Quincy Channel Par Course Elements

MV00200617

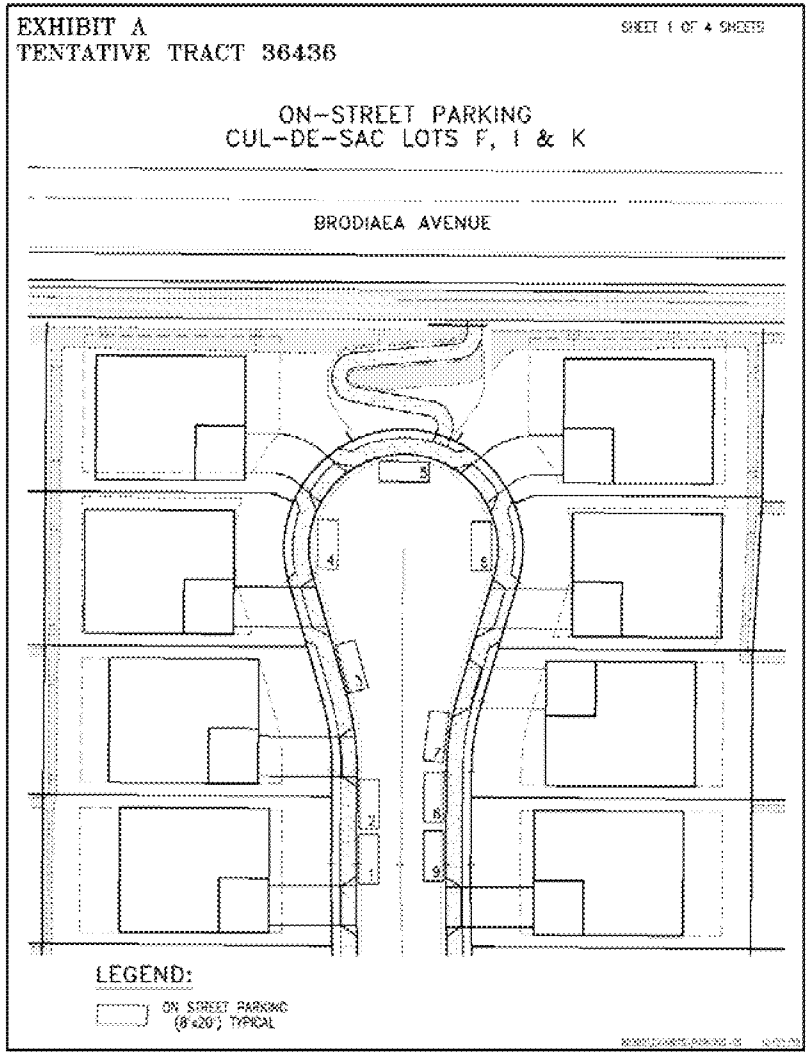

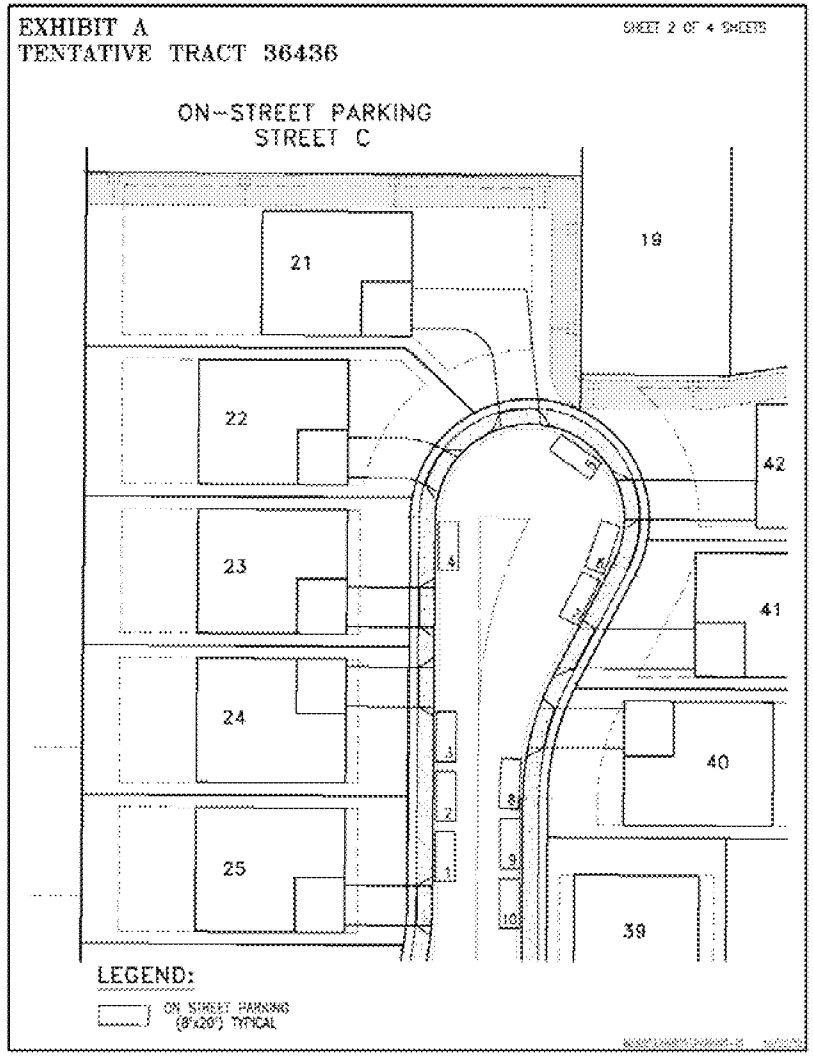

Figure 1-23a Cul-de-sac Knuckle On-street Parking

MV00200618

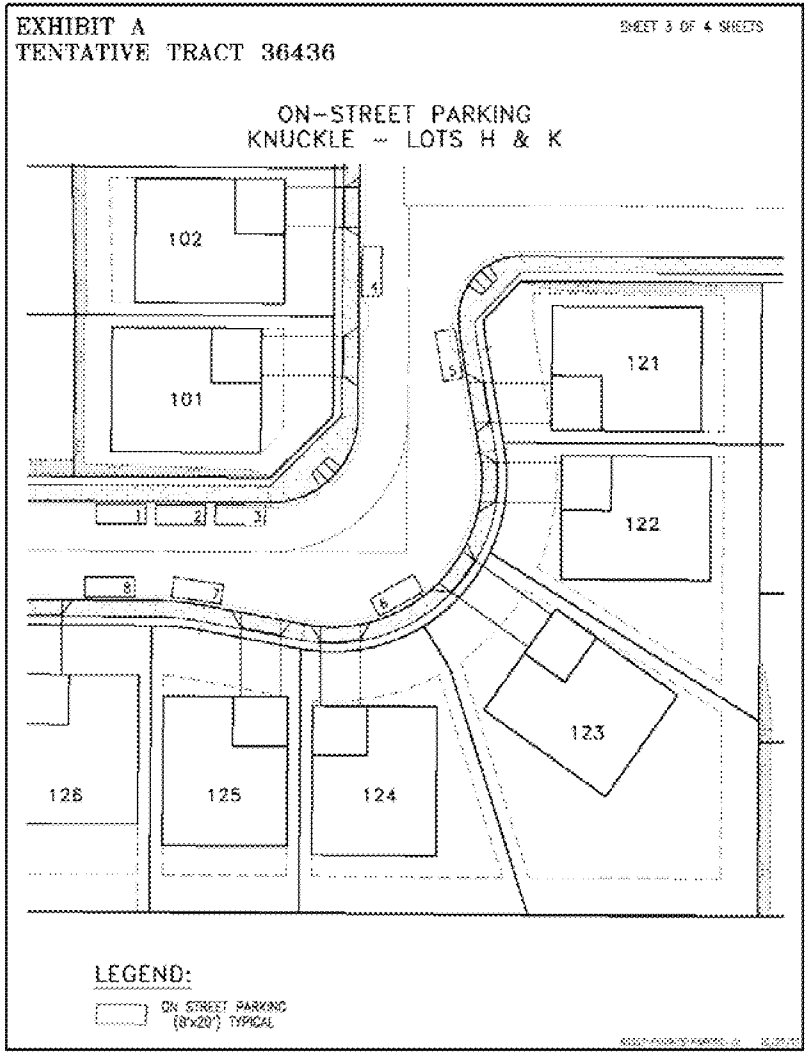

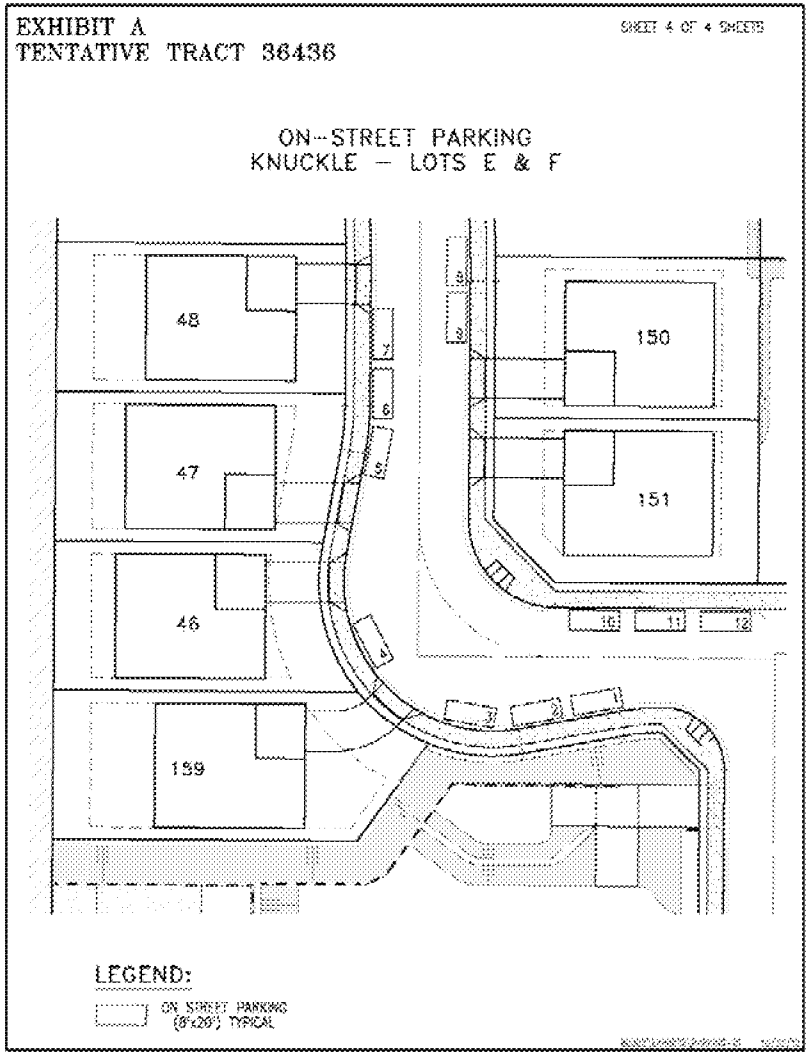

Figure 1-23a Cul-de-sac Knuckle On-street Parking

MV00200619

CITY OF MORENO VALLEY
MITIGATION MONITORING PROGRAM
PA12-0004, PA12-0005,

Impact	Mitigation Measure	Implementation Timing	Designated Monitor	Method of Varification	Compliance
Air Quality	**MM AIR 1**: MM AQ1 Compliance with SCAQMD's Rule 403: The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.	1. Prior to approval of grading plan (verify notes on plans) 2. During construction	1. Planning 2. Applicant, contractor, Land Development Inspector	1. Grading plan sign-off. 2. Pre-construction meeting, site inspections	
Biological	**BIO-1** Pursuant to Objective 6 of the MSHCP species-specific objectives for the burrowing owl, a qualified biologist shall conduct pre-construction presence/absence surveys for burrowing owl within 30 days prior to any disturbance of the site. If owls are detected onsite, a qualified biologist shall relocate the owls from the site following accepted protocols. Owl relocation shall occur between September 15th and February 1st to avoid the nesting season. The take of active nest is not allowed by the MSHCP, and is prohibited by the MBTA and California Fish and Game Code.	1. Prior to approval of grading plan and within 30 days of site disturbance.	1.Planning	1. Grading plan sign-off	

	BIO-2 Any vegetation clearing and ground disturbance should be conducted outside of the nesting season (February 1st through September 15th). If avoidance of the nesting season is not feasible, then a qualified biologist shall conduct a nesting bird survey within 3 days prior to any disturbance of the site. If active nests are identified, the biologist shall establish suitable buffers around the nest, and the buffers shall be avoided until the nests are no longer occupied and the juvenile birds can survive independently from the nests.	1. Prior to approval of grading plan	1.Planning	1.Grading plan sign-off	
	BIO-3 The Project shall mitigate permanent impacts to 0.48 acre of Corps jurisdiction, 0.57 acre of permanent impacts to Regional Board jurisdiction, and 1.04 acre of permanent impacts to CDFG jurisdiction through acquisition of credits at a minimum 1:1 ratio from an approved mitigation bank, such as the Santa Ana River Mitigation Bank, and/or in-lieu fee program, such as the Santa Ana Watershed Association (SAWA) In-Lieu Fee Program, or another environmentally sensitive entity such as the Riverside-Corona Resource Conservation District or the Inland Empire Resource Conservation District within the Santa Ana River Watershed, which includes the San Jacinto River Watershed. Implementation of Mitigation Measure BIO-3 will reduce potential impacts to jurisdictional waters to a less than significant level in compliance with CEQA. The project will be required to pay SKR and MSHCP mitigation fees.	1. Prior to approval of grading plan (verify notes on plans) 2. Prior to grading or any disturbance of the site.	1. Planning 2. Planning	1.Grading plan sign-off 2.Documentation from CDFG.	
Cultural	**CUL 1 Prior to the issuance of a grading permit, the Project Applicant shall provide evidence to the City of Moreno Valley that a Cultural Resources Monitoring Agreement has been**	1. Prior to grading permit issuance.	1.Applicant, Contractor 2. Planning 3. Tribal Monitor.	1. Letter from Archaeologist 2. Letter from Tribal Monitor	

	secured for a qualified Tribal representative and that a professional archaeological monitor has been retained by the Applicant to conduct monitoring of all mass grading and trenching activities and has the authority to halt and redirect earthmoving activities in the event that suspected archeological resources are unearthed during Project construction.		4. Project Archaeologist.		
	<u>CUL 2</u> **Prior to the issuance of a grading permit, the Applicant shall provide evidence to the City of Moreno Valley that appropriate Native American representative(s), Project Archaeologist and the Tribal representative shall be allowed to monitor and have received a minimum of 30 days advance notice of all mass grading and trenching activities. During grading and trenching operations, the Tribal representative and the project archaeological monitor shall observe all mass grading and trenching activities per the Cultural Resources Monitoring Agreement. If the Tribal representative suspects that an archaeological resource may have been unearthed, the monitor shall immediately halt and redirect grading operations in a 100-foot radius around the find to allow identification and evaluation of the suspected resource. In consultation with the appropriate Native American Tribe(s), the archaeological monitor shall evaluate the suspected resource and make a determination of significance pursuant to California Public Resources Code Section 21083.2.**	1. Prior to grading permit issuance.	1. Planning 2. Applicant, Contractor 3. Tribal Monitor. 4. Project Archaeologist.	1. Applicant 2. Letter from Tribal Monitor. 3. Letter from project Archaeologist.	

	CUL 3 **If a significant archaeological resource(s) is discovered on the property, ground disturbing activities shall be suspended 100 feet around the resource(s). The archaeological monitor and a representative of the appropriate Native American Tribe(s), the Project Applicant, and the City Planning Division shall confer regarding mitigation of the discovered resource(s). A treatment plan shall be prepared and implemented by the archaeologist to protect the identified archaeological resource(s) from damage and destruction. The landowner shall relinquish ownership of all archaeological artifacts that are of Native American origin found on the Project site to the culturally affiliated Native American tribe for proper treatment and disposition. A final report containing the significance and treatment findings shall be prepared by the archaeologist and submitted to the City Planning Division, the appropriate Native American tribe(s), and the Eastern Information Center at the University of California, Riverside. All cultural material collected during the grading monitoring program and from any previous**	1. During grading.	1.Archeologist 2. Tribal Representative 3. Applicant 4. Contractor	1. Archeologist 2. Contractor 3. Applicant 4. Tribal Rep 5. City Planning	

	archaeological studies or excavations on the project site shall be curated according to the current professional repository standards and may include the Pechanga Bands curatorial facility.				
	<u>CUL 4</u> **Prior to grading permit issuance, the City shall verify that the following note is included on the Grading Plan:** **"If any suspected archaeological resources are discovered during ground-disturbing activities and the archaeological monitor or Tribal representative are not present, the construction supervisor is obligated to halt work in a 100-foot radius around the find and call the project archaeologist and the Tribal representative to the site to assess the significance of the find."**	1. Prior to approval of grading plan (verify notes on plans) 2. Prior to grading or any disturbance of the site	1. Planning 2.Applicant 3. Engineer	1.Grading plan sign-off.	
	<u>CUL 5</u> **Prior to grading permit issuance, the City shall verify that the following note is included on the Grading Plan:** **"If any suspected paleontological resources are discovered during ground-disturbing activities, the construction**	1. Prior to approval of grading plan (verify notes on plans) 2. Prior to grading or any disturbance of	1. Planning 2.Applicant 3. Engineer	1.Grading plan sign-off.	

	supervisor is obligated to halt work in a 100-foot radius around the find and call a qualified paleontologist to the site to assess the significance of the find. A qualified paleontologist shall evaluate the suspected resource. If the paleontologist determines that the find is not unique, construction shall be permitted to proceed. However, if the paleontologist determines that further information is needed to evaluate significance, the City of Moreno Valley shall be notified and a treatment plan shall be prepared and implemented in consultation with the City to protect the identified paleontological resource(s) from damage and destruction."	the site			
	<u>CUL 6</u> If human remains are encountered, California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the Riverside County Coroner has made the necessary findings as to origin. Further, pursuant to California Public Resources Code Section 5097.98(b), remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made	1. During grading.	1.Archeologist 2. Contractor 3. Applicant	On-site monitoring. 1. Archeologist 2. Tribal Rep 3. Contractor 4. Applicant	

	by the Coroner. If the Riverside County Coroner determines the remains to be Native American, the California Native American Heritage Commission must be contacted within 24 hours. The Native American Heritage Commission must then immediately notify the "most likely descendants" of receiving notification of the discovery. The most likely descendants shall then make recommendations within 48 hours, and engage in consultations concerning the treatment of the remains as provided in Public Resources Code §5097.98.				

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: May 14, 2013

TITLE: A JOINT PUBLIC HEARING TO APPROVE AN AFFORDABLE HOUSING AGREEMENT WITH HABITAT FOR HUMANITY

RECOMMENDED ACTION

Recommendations: That the City Council and Housing Authority:

1. Conduct a Joint Public Hearing pursuant to the California Community Redevelopment Law (California Health and Safety Code, Section 33000 et seq.) at which it will hear and consider information concerning the transfer of title of Assessor's Parcels 481-250-002 and 481-250-003 and the Affordable Housing Agreement by and between the City of Moreno Valley, the Moreno Valley Housing Authority, and Habitat for Humanity Riverside.

2. Adopt Resolution 2013-31, and Resolution HA 2013-02, approving an Affordable Housing Agreement between the City of Moreno Valley, the Moreno Valley Housing Authority, and Habitat for Humanity Riverside, Inc. for the conveyance and development of land, making certain findings, and approving the use of funds.

BACKGROUND

In 2008, the federal government approved legislation that provided Community Development Block Grant (CDBG) funding through the Department of Housing & Urban Development (HUD) to local governments to address the foreclosure crisis experienced across the nation. The program was known as the Neighborhood Stabilization Program (NSP 1) and Moreno Valley received an allocation of $11.3 million to stabilize neighborhoods with a high percent of foreclosures, homes in default, and homes financed by sub-prime or high-risk mortgages. In 2010, the Wall Street Reform and Consumer Protection Act of 2010 (the Dodd-Frank Act) allocated additional NSP

assistance. This additional allocation represented the third round of NSP funding and is referred to as NSP 3. Moreno Valley received an allocation of $3.6 million in NSP 3 Grant funds.

One of the conditions of acceptance of these grants was to meet a low-income requirement which is HUD's mandate to expend at least 25% of NSP funds for beneficiaries with household income at or below 50% AMI. To adhere to this affordability requirement, Moreno Valley worked with Mary Erickson Community Housing to acquire two foreclosed apartment buildings with NSP funds for rehabilitation and leasing. Both of these projects were recently completed and are fully occupied.

To further use NSP funding, as well as adhere to low income affordability requirements, the City has been discussing a new affordable housing project with Habitat for Humanity. The City has enjoyed a successful partnership with a local Habitat for Humanity chapter – Habitat for Humanity Riverside. Habitat for Humanity is a respected international non-profit housing organization, which assists low and very low-income families to attain homeownership and better living conditions. The Habitat approach is community-based and relies on local residents and businesses for materials and labor to build modest homes. Families are selected to acquire the homes based on income and need - those living in the worst housing conditions are given priority. Habitat provides counseling to the families relative to the benefits and responsibilities of homeownership starting with their selection and continuing after move-in. Families must also invest a minimum of five hundred hours of labor in the development of their home.

Since Habitat for Humanity Riverside (HFHR) has already contracted and completed 11 homes in Moreno Valley since 1988 that have served the targeted population of low income families, City staff asked HFHR for a proposal to address the conditions specified in the NSP Grant. As a result of that request, the City and HFHR have drafted the attached Affordable Housing Agreement that requires the approval of both the City Council and the Housing Authority.

DISCUSSION

The proposed project includes the development, construction, and sale of 8 single family homes to qualified low-income families by HFHR on a parcel of land currently owned by the Moreno Valley Housing Authority. The property was originally acquired with redevelopment funding and then moved to the City's Housing Authority as part of the demise of the City's Redevelopment Agency. The City will provide funding for the all of the development and construction costs for the project using the NSP 1 and NSP 3 Grant proceeds. This project satisfies HUD's requirements of both grants. The Affordable Housing Agreement (Attachment A) outlines the terms and conditions of the project.

HFHR will subdivide to contiguous parcels of land (Assessor's Parcel Numbers 481-250-002 and 003) into residential lots. The land is currently owned by the Housing Authority and is specifically designated for the development of affordable housing. Using the NSP funding, HFHR will construct 8 single family homes and other necessary

improvements. Depending on funding availability, HFHR will have the option of developing 2 additional units as a second phase on the site. HFHR will then sell the homes to income qualified families who meet the purchase requirements established by HUD as a part of the NSP Grants. The homebuyers will be required to perform "sweat equity", attend homeownership classes, and repay a mortgage based upon their income.

The City and HFHR will share the proceeds of the repayment of the home mortgages. Each home will also be encumbered by a 45-year covenant to restrict the resale of the property to only income qualified buyers. This recorded restriction is also a requirement of the NSP Grants. The Affordable Housing Agreement and its associated documents provide legal protection of the affordability covenants and the NSP Grant Funds.

ALTERNATIVES

1. Conduct a joint public hearing and adopt Resolution 2013-31, approving an Affordable Housing Agreement for the conveyance and development of land making certain findings and approving the use of funds. *Staff recommends this alternative because it adheres to HUD's NSP requirements.*

2. Do not approve Resolution 2013-31, and the Affordable Housing Agreement for the conveyance and development of land. *Staff does not recommend this alternative. Failure to conduct the hearing and adopt the Resolution would jeopardize the funding obligations of the City's NSP Grants.*

FISCAL IMPACT

The Moreno Valley Housing Authority is providing the land and the City, through the Neighborhood Stabilization Program is providing the funding for this project. The land was purchased in 1994 by the former Redevelopment Agency (RDA) using funds designated for affordable housing. With the dissolution of the RDA, title to the property was transferred to the Moreno Valley Housing Authority for pursuing an affordable housing project.

The City is providing all of the funds for this project to develop, construct and sell 8 single family homes. The maximum funding for this project is $2.127 million in account numbers 2507-20-32-72701-733201 and 2507-20-32-72703-733201. **This project is being funded using funds designated for a specific purpose as set forth in the terms and conditions of the Neighborhood Stabilization Program Grant. There will be NO impact to the City's General Fund budget.**

SUMMARY

Habitat for Humanity, Riverside Inc. will develop and construct 8 single-family homes to be sold to qualified low income families. The City and the Housing Authority will assist this project by providing the land and funding of the cost to construct the homes. The completed homes will be sold to qualified low income purchasers. The homes will be encumbered by 45-year covenants to insure the continued affordability of the homes. The City and HFHR will share in the revenue from the mortgage payments from the homeowners.

NOTIFICATION

Notice of the joint public hearing concerning the transfer of title of Assessor's Parcels 481-250-002 and 481-250-003 and the Affordable Housing Agreement was published in a newspaper of general circulation in the City on April 30, 2013.

ATTACHMENTS

Attachment 1 - Proposed Resolution for City Council
Attachment 2 - Proposed Resolution for Housing Authority
Attachment 3 - Affordable Housing Agreement

Department Head:
Barry Foster
Community and Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY APPROVING AN AFFORDABLE HOUSING AGREEMENT BY AND AMONG THE HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, THE CITY OF MORENO VALLEY AND HABITAT FOR HUMANITY, RIVERSIDE, INC.

WHEREAS, the Housing Authority of the City of Moreno Valley ("Authority") is a housing authority duly established and operating as a local housing authority pursuant to the California Housing Authority Law, Chapter 1 of Part 2 of Division 24 of the California Health and Safety Code ("Housing Authority Law"); and

WHEREAS, the City of Moreno Valley ("City") previously established a redevelopment agency known as the Community Redevelopment Agency of the City of Moreno Valley (the "Redevelopment Agency"), which operated under the California Community Redevelopment Law, Chapter 1 of Part 1 of Title 24 of the California Health and Safety Code (the "Redevelopment Law"); and

WHEREAS, the Redevelopment Agency and all other redevelopment agencies in the State of California were dissolved pursuant to ABx1 26, as created by the California Legislature in 2011 (the "2011 Dissolution Enactment"). The dissolution of redevelopment agencies was further prescribed by AB 1484, Chapter 26 of Statutes of 2012 ("AB 1484" and, together with the 2011 Dissolution Enactment as amended by AB 1484, the "Redevelopment Dissolution Measure"); and

WHEREAS, under the Redevelopment Law, the Redevelopment Agency was required to and did devote certain revenues described at Section 33334.2 and 33334.3 of the California Health and Safety Code ("Housing Setaside Moneys") to activities for the acquisition of property, improvement to property, rehabilitation of properties and preservation of properties which are housing resources benefitting and restored to use by and available to households of limited income. As part of the Redevelopment Agency's activities using Housing Setaside Moneys, the Redevelopment Agency acquired that certain real property referred to herein as the "Site," consisting of approximately 1.36 acres, generally located at 24265 Myers Avenue and more particularly described in the "Map" (as defined in the draft Affordable Housing Agreement by and among the City, the Authority and Habitat for Humanity, Riverside, Inc., submitted herewith; the "Affordable Housing Agreement"); and

WHEREAS, the Site, which consists of land acquired solely with Housing Setaside Moneys, was transferred to the Authority by notice of: (i) action by the City designating the Authority as the housing successor entity pursuant to Section 34176 of the Redevelopment Dissolution Measure, and (ii) action by each of the successor agency to the Redevelopment Agency (the "Successor Agency") and the Oversight

Board to the Successor Agency as created pursuant to Section 34179.6 of the Redevelopment Dissolution Measure; and

WHEREAS, the Site remains subject to requirements that it be used for affordable housing purposes for households of limited income; and

WHEREAS, the City is the recipient of moneys from the federal government pursuant to the Neighborhood Stabilization Program ("NSP") enacted by the United States Congress as part of the Housing and Economic Recovery Act of 2008 (Pub. L. 110-289, approved July 30, 2008, sometimes referred to as "HERA" and the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Pub.L. 111-203, approved July 21, 2010, including regulations cited at 75 FR 64322) sometimes referred to as "NSP3"); and

WHEREAS, certain moneys made available to the City under NSP3 are required to be applied in a manner that benefits households of limited income. The City has determined that moneys made available to the City under NSP3 up to the "Maximum NSP3 amount" (as defined in Section 1.1 of the Affordable Housing Agreement) shall be used for the development of detached single-family houses to be sold to "Low Income Households" at a price which does not exceed "Affordable Housing Cost" (as such capitalized terms are defined in the Affordable Housing Agreement) all in accordance with the terms and conditions more particularly set forth in the Affordable Housing Agreement; and

WHEREAS, the Developer has proposed to undertake the development of eight (8) single-family houses (each a "House" and collectively, the "Houses") and together with the corresponding lot, each a "Homebuyer Property" (as further defined in the Affordable Housing Agreement) including use of self-help, "sweat equity" to be provided by prospective homebuyers, each of which shall be a households having an income of not in excess of eighty percent (80%) of area median income (each a "Low Income Household"); and

WHEREAS, the City agrees to loan moneys made available to the City under NSP3 up to the Maximum NSP3 Amount as more particularly set forth in the Affordable Housing Agreement; and

WHEREAS, in connection with each sale of a Homebuyer Property, there will be two loans administered by the City, a Homebuyer Senior Loan and a Homebuyer Junior Loan, as further described in the Homebuyer Loan Agreement; and

WHEREAS, the Authority's conveyance of the Site to the Developer and the Developer's construction and sale of the Houses on the Site, and the loan of NSP3 Moneys by the City to the Developer and subsequently to qualified Low Income homebuyers pursuant to the terms of this Agreement are in the vital and best interest of the Authority and the City and the health, safety and welfare of residents of the City.

WHEREAS, Article XXXIV of the State Constitution limits the authority of a city to approve a low rent housing project, but does not apply to restrict the development of dwelling units which will be offered for sale and which will not be rented; and

WHEREAS, the Project shall consist solely of for-sale dwelling units which shall be sold to household which are Low Income Households; and

WHEREAS, Section 34312.3 of the California Health and Safety Code provides, in part, that where a housing authority holds lands that are surplus to its needs, it may sell these to a nonprofit or other private developer for development of single-family homes where the development will provide for home ownership for persons and families of low or moderate income. Given the lack of a tax revenue stream following the dissolution of redevelopment agencies, the Site is surplus to the needs of the Housing Authority, and the proposal by the Developer will provide for single-family homes all of which will be available to Low Income Households; and

WHEREAS, the financial participation by the City under the Affordable Housing Agreement is in consideration of the particular uses required by the Affordable Housing Agreement to be conducted by Participant on the Site as well as the Participant's undertakings concerning the renovation, repair and operation of improvements for affordable rental housing; and

WHEREAS, a public meeting of the City Council and the Housing Authority on the proposed Affordable Housing Agreement was duly noticed; and

WHEREAS, the proposed Affordable Housing Agreement, and a staff report have been available for public inspection prior to the joint public meeting; and

WHEREAS, all actions required by all applicable law with respect to the proposed Affordable Housing Agreement have been taken in an appropriate and timely manner; and

WHEREAS, the City Council has duly considered all of the terms and conditions of the proposed Affordable Housing Agreement and believes that the renovation and rehabilitation of the Site pursuant to the Affordable Housing Agreement is in the best interests of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY DOES RESOLVE AS FOLLOWS:

Section 1. The City Council hereby finds that the use of funds from the former Redevelopment Agency's Low and Moderate Income Housing Fund, in the form of the Site (which was acquired solely with moneys from the former Redevelopment Agency's Low and Moderate Income Housing Fund), pursuant to the Affordable Housing Agreement will be of benefit to the Project Area for the reasons set forth above.

Section 2. The City Council finds and determines that the Project (as described in the Affordable Housing Agreement) is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution, and that the assistance to be provided pursuant to the Affordable Housing Agreement does not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution. The City Council further determines that this resolution shall constitute a final approval of a proposal which may result in housing assistance benefiting persons of low income, within the meaning of Health and Safety Code Section 36005 and that, for the purposes of such enactment, the construction of improvements is sufficiently complete that improvements thereon constitute existing units.

Section 3. The City Council finds and determines, and accepts the finding to like effect as made by the Housing Authority, that the Site is surplus to the needs of the Housing Authority within the meaning of Section 34312.3 of the California Health and Safety Code, and that such Site may be sold to a developer for development of single-family homes where the development will provide for home ownership for persons and families of low or moderate income.

Section 4. The City Council finds and determines, based upon substantial evidence provided in the record before it, that the level of support provided under the Affordable Housing Agreement is reasonable and necessary.

Section 5. The City Council hereby finds and determines that the Affordable Housing Agreement will further the achievement of the goals of the Redevelopment Plan and the achievement of the objectives pertaining to the use of moneys from the former Redevelopment Agency's Low and Moderate Income Housing Fund, as well as the goals and objectives of the Housing Authority, by providing for the construction of new, affordable housing subject to long-term covenants.

Section 6. The City Council hereby approves the Affordable Housing Agreement in substantially the form presented to the City Council, subject to such revisions as may be made by the City Manager or his designee. The City Manager is hereby authorized to execute the Affordable Housing Agreement (including without limitation all attachments thereto) on behalf of the City. A copy of the Affordable Housing Agreement when executed by the City shall be placed on file in the office of the City Clerk.

Section 7. The City Manager (or his designee) is hereby authorized, on behalf of the City, to make revisions to the Affordable Housing Agreement which do not increase any amounts to be paid by the City or which materially or substantially increase the City's obligations thereunder or materially or substantially change the uses or development permitted on the Site, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the Affordable Housing Agreement and to administer the City's obligations, responsibilities and duties to be performed under the Affordable Housing Agreement and related documents.

APPROVED AND ADOPTED this 14th day of May, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00200635

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-31 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 14th day of May, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

RESOLUTION NO. HA 2013-02

A RESOLUTION OF THE MORENO VALLEY HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, CALIFORNIA APPROVING AN AFFORDABLE HOUSING AGREEMENT BY AND AMONG THE HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, THE CITY OF MORENO VALLEY AND HABITAT FOR HUMANITY, RIVERSIDE, INC.

WHEREAS, the Housing Authority of the City of Moreno Valley ("Authority") is a housing authority duly established and operating as a local housing authority pursuant to the California Housing Authority Law, Chapter 1 of Part 2 of Division 24 of the California Health and Safety Code ("Housing Authority Law"); and

WHEREAS, the City of Moreno Valley ("City") previously established a redevelopment agency known as the Community Redevelopment Agency of the City of Moreno Valley (the "Redevelopment Agency"), which operated under the California Community Redevelopment Law, Chapter 1 of Part 1 of Title 24 of the California Health and Safety Code (the "Redevelopment Law"); and

WHEREAS, the Redevelopment Agency and all other redevelopment agencies in the State of California were dissolved pursuant to ABx1 26, as created by the California Legislature in 2011 (the "2011 Dissolution Enactment"). The dissolution of redevelopment agencies was further prescribed by AB 1484, Chapter 26 of Statutes of 2012 ("AB 1484" and, together with the 2011 Dissolution Enactment as amended by AB 1484, the "Redevelopment Dissolution Measure"); and

WHEREAS, under the Redevelopment Law, the Redevelopment Agency was required to and did devote certain revenues described at Section 33334.2 and 33334.3 of the California Health and Safety Code ("Housing Setaside Moneys") to activities for the acquisition of property, improvement to property, rehabilitation of properties and preservation of properties which are housing resources benefitting and restored to use by and available to households of limited income. As part of the Redevelopment Agency's activities using Housing Setaside Moneys, the Redevelopment Agency acquired that certain real property referred to herein as the "Site," consisting of approximately 1.36 acres, generally located at 24265 Myers Avenue and more particularly described in the "Map" (as defined in the draft Affordable Housing Agreement by and among the City, the Authority and Habitat for Humanity, Riverside, Inc., submitted herewith; the "Affordable Housing Agreement"); and

WHEREAS, the Site, which consists of land acquired solely with Housing Setaside Moneys, was transferred to the Authority by notice of: (i) action by the City designating the Authority as the housing successor entity pursuant to Section 34176 of the Redevelopment Dissolution Measure, and (ii) action by each of the successor agency to the Redevelopment Agency (the "Successor Agency") and the Oversight

Board to the Successor Agency as created pursuant to Section 34179.6 of the Redevelopment Dissolution Measure; and

WHEREAS, the Site remains subject to requirements that it be used for affordable housing purposes for households of limited income; and

WHEREAS, the City is the recipient of moneys from the federal government pursuant to the Neighborhood Stabilization Program ("NSP") enacted by the United States Congress as part of the Housing and Economic Recovery Act of 2008 (Pub. L. 110-289, approved July 30, 2008, sometimes referred to as "HERA" and the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Pub.L. 111-203, approved July 21, 2010, including regulations cited at 75 FR 64322) sometimes referred to as "NSP3"); and

WHEREAS, certain moneys made available to the City under NSP3 are required to be applied in a manner that benefits households of limited income. The City has determined that moneys made available to the City under NSP3 up to the "Maximum NSP3 amount" (as defined in Section 1.1 of the Affordable Housing Agreement) shall be used for the development of detached single-family houses to be sold to "Low Income Households" at a price which does not exceed "Affordable Housing Cost" (as such capitalized terms are defined in the Affordable Housing Agreement) all in accordance with the terms and conditions more particularly set forth in the Affordable Housing Agreement; and

WHEREAS, the Developer has proposed to undertake the development of eight (8) single-family houses (each a "House" and collectively, the "Houses") and together with the corresponding lot, each a "Homebuyer Property" (as further defined in the Affordable Housing Agreement) including use of self-help, "sweat equity" to be provided by prospective homebuyers, each of which shall be a households having an income of not in excess of eighty percent (80%) of area median income (each a "Low Income Household"); and

WHEREAS, the City agrees to loan moneys made available to the City under NSP3 up to the Maximum NSP3 Amount as more particularly set forth in the Affordable Housing Agreement; and

WHEREAS, in connection with each sale of a Homebuyer Property, there will be two loans administered by the City, a Homebuyer Senior Loan and a Homebuyer Junior Loan, as further described in the Homebuyer Loan Agreement; and

WHEREAS, the Authority's conveyance of the Site to the Developer and the Developer's construction and sale of the Houses on the Site, and the loan of NSP3 Moneys by the City to the Developer and subsequently to qualified Low Income homebuyers pursuant to the terms of this Agreement are in the vital and best interest of the Authority and the City and the health, safety and welfare of residents of the City.

WHEREAS, Article XXXIV of the State Constitution limits the authority of a city to approve a low rent housing project, but does not apply to restrict the development of dwelling units which will be offered for sale and which will not be rented; and

WHEREAS, the Project shall consist solely of for-sale dwelling units to be sold to households which are Low Income Households; and

WHEREAS, Section 34312.3 of the California Health and Safety Code provides, in part, that where a housing authority holds lands that are surplus to its needs, it may sell these to a nonprofit or other private developer for development of single-family homes where the development will provide for home ownership for persons and families of low or moderate income. Given the lack of a tax revenue stream following the dissolution of redevelopment agencies, the Site is surplus to the needs of the Housing Authority, and the proposal by the Developer will provide for single-family homes all of which will be available to Low Income Households; and

WHEREAS, the financial participation by the City under the Affordable Housing Agreement is in consideration of the particular uses required by the Affordable Housing Agreement to be conducted by Participant on the Site as well as the Participant's undertakings concerning the renovation, repair and operation of improvements for affordable rental housing; and

WHEREAS, a public meeting of the City Council and the Housing Authority on the proposed Affordable Housing Agreement was duly noticed; and

WHEREAS, the proposed Affordable Housing Agreement, and a staff report have been available for public inspection prior to the joint public meeting; and

WHEREAS, all actions required by all applicable law with respect to the proposed Affordable Housing Agreement have been taken in an appropriate and timely manner; and

WHEREAS, the Housing Authority has duly considered all of the terms and conditions of the proposed Affordable Housing Agreement and believes that the renovation and rehabilitation of the Site pursuant to the Affordable Housing Agreement is in the best interests of the Housing Authority as well as the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY DOES RESOLVE AS FOLLOWS:

Section 1. The Housing Authority hereby finds that the use of funds from the former Redevelopment Agency's Low and Moderate Income Housing Fund, in the form of the Site (which was acquired solely with moneys from the former Redevelopment Agency's Low and Moderate Income Housing Fund), pursuant to the Affordable Housing Agreement will be of benefit to the Project Area for the reasons set forth above.

Section 2. The Housing Authority finds and determines that the Project (as described in the Affordable Housing Agreement) is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution, and that the assistance to be provided pursuant to the Affordable Housing Agreement does not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution. The Housing Authority further determines that this resolution shall constitute a final approval of a proposal which may result in housing assistance benefiting persons of low income, within the meaning of Health and Safety Code Section 36005 and that, for the purposes of such enactment, the construction of improvements is sufficiently complete that improvements thereon constitute existing units.

Section 3. The Housing Authority finds and determines that the Site is surplus to its needs within the meaning of Section 34312.3 of the California Health and Safety Code, and that such Site may be sold to a developer for development of single-family homes where the development will provide for home ownership for persons and families of low or moderate income.

Section 4. The Housing Authority finds and determines, based upon substantial evidence provided in the record before it, that the level of support provided under the Affordable Housing Agreement is reasonable and necessary.

Section 5. The Housing Authority hereby finds and determines that the Affordable Housing Agreement will further the achievement of the goals of the Redevelopment Plan and the achievement of the objectives pertaining to the use of moneys from the former Redevelopment Agency's Low and Moderate Income Housing Fund, as well as the goals and objectives of the Housing Authority, by providing for the construction of new, affordable housing subject to long-term covenants.

Section 6. The Housing Authority hereby approves the Affordable Housing Agreement in substantially the form presented to the Housing Authority, subject to such revisions as may be made by the Executive Director of the Housing Authority or his designee. The Executive Director of the Housing Authority is hereby authorized to execute the Affordable Housing Agreement (including without limitation all attachments thereto) on behalf of the Housing Authority. A copy of the Affordable Housing Agreement when executed by the Housing Authority shall be placed on file in the office of the Secretary of the Housing Authority.

Section 7. The Executive Director of the Housing Authority (or his designee) is hereby authorized, on behalf of the Housing Authority, to make revisions to the Affordable Housing Agreement which do not require any amounts to be paid by the Housing Authority or which materially or substantially increase the Housing Authority's obligations thereunder or materially or substantially change the uses or development permitted on the Site, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the Affordable Housing Agreement

and to administer the Housing Authority's obligations, responsibilities and duties to be performed under the Affordable Housing Agreement and related documents.

NOW, THEREFORE, THE MORENO VALLEY HOUSING AUTHORITY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

APPROVED AND ADOPTED this 14th day of May, 2013.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of Chairman of the
Moreno Valley Housing Authority

ATTEST:

_____
City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Housing Authority

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Housing Authority

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Housing Authority of the City of Moreno Valley, California, do hereby certify that Resolution No. HA 2013-02 was duly and regularly adopted by the Agency Members of the Housing Authority of the City of Moreno Valley at a regular meeting thereof held on the 14th day of May, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Agency Members, Vice Chairman and Chairman)

_____

SECRETARY

(SEAL)

MV00200642

AFFORDABLE HOUSING AGREEMENT

by and among

CITY OF MORENO VALLEY

and

HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY

and

HABITAT FOR HUMANITY, RIVERSIDE, INC.

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AFFORDABLE HOUSING AGREEMENT

THIS AFFORDABLE HOUSING AGREEMENT (the "Agreement"), dated, for identification purposes only, as of May 1, 2013, is entered into by and among the **CITY OF MORENO VALLEY**, a municipal corporation ("City"), **HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY**, a public body, corporate and politic ("Authority"), and **HABITAT FOR HUMANITY, RIVERSIDE, INC.**, a California nonprofit public benefit corporation (the "Developer").

RECITALS

A. Authority is a housing authority duly established and operating as a local housing authority pursuant to the California Housing Authority Law, Chapter 1 of Part 2 of Division 24 of the California Health and Safety Code ("Housing Authority Law").

B. The City previously established a redevelopment agency known as the Community Redevelopment Agency of the City of Moreno Valley (the "Redevelopment Agency"), which operated under the California Community Redevelopment Law, Chapter 1 of Part 1 of Title 24 of the California Health and Safety Code (the "Redevelopment Law").

C. The Redevelopment Agency and all other redevelopment agencies in the State of California were dissolved pursuant to ABx1 26, as created by the California Legislature in 2011 (the "2011 Dissolution Enactment"). The dissolution of redevelopment agencies was further prescribed by AB 1484, Chapter 26 of Statutes of 2012 ("AB 1484" and, together with the 2011 Dissolution Enactment as amended by AB 1484, the "Redevelopment Dissolution Measure").

D. Under the Redevelopment Law, the Redevelopment Agency was required to and did devote certain revenues described at Section 33334.2 and 33334.3 of the California Health and Safety Code ("Housing Setaside Moneys") to activities for the acquisition of property, improvement to property, rehabilitation of properties and preservation of properties which are housing resources benefitting and restored to use by and available to households of limited income. As part of the Redevelopment Agency's activities using Housing Setaside Moneys, the Redevelopment Agency acquired that certain real property referred to herein as the "Site," consisting of approximately 1.36 acres, generally located at 24265 Myers Avenue and more particularly described in the "Map" (as defined in Section 1.1).

E. The Site which consists of land acquired solely with Housing Setaside Moneys, was transferred to the Authority by notice of: (i) action by the City designating the Authority as the housing successor entity pursuant to Section 34176 of the Redevelopment Dissolution Measure, and (ii) action by each of the successor agency to the Redevelopment Agency (the "Successor Agency") and the Oversight Board to the Successor Agency as created pursuant to Section 34179.6 of the Redevelopment Dissolution Measure.

F. The Site remains subject to requirements that it be used for affordable housing purposes for households of limited income.

G. City is the recipient of moneys from the federal government pursuant to the Neighborhood Stabilization Program ("NSP") enacted by the United States Congress as part of the Housing and Economic Recovery Act of 2008 (Pub. L. 110-289, approved July 30, 2008, sometimes

referred to as "HERA" and the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Pub.L. 111-203, approved July 21, 2010, including regulations cited at 75 FR 64322) sometimes referred to as "NSP3").

H. Certain moneys made available to the City under NSP and NSP3, respectively, are required to be applied in a manner that benefits households of limited income. The City has determined that moneys made available to the City under NSP3 up to the "Maximum Combined NSP Amount" (as defined in Section 1.1 below) shall be used for the development of detached single-family houses to be sold to "Low Income Households" at a price which does not exceed "Affordable Housing Cost" (as such capitalized terms are defined in Section 1.1 below) all in accordance with the terms and conditions more particularly set forth in this Agreement.

I. The Developer has proposed to undertake the development of eight (8) single-family houses (each a "House" and collectively, the "Houses") and together with the corresponding lot, each a "Homebuyer Property" (as defined in Section 1.1) including use of self-help, "sweat equity" to be provided by prospective homebuyers, each of which shall be a Low Income Household.

J. The City agrees to loan moneys made available to the City under NSP up to the "Maximum NSP Amount" (as defined below) and funds from NSP3 up to the "Maximum NSP3 Amount", all as more particularly set forth in this Agreement.

K. In connection with each sale of a Homebuyer Property, there will be two loans administered by the City, a Homebuyer Senior Loan and a Homebuyer Junior Loan, as further described in the Homebuyer Loan Agreement.

L. The Authority's conveyance of the Site to the Developer and the Developer's construction and sale of the Houses on the Site, and the loan of NSP3 Moneys by the City to the Developer and subsequently to qualified Low Income homebuyers pursuant to the terms of this Agreement are in the vital and best interest of the Authority and the City and the health, safety and welfare of residents of the City.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 **Defined Terms**. As used in this Agreement (and in all other Project Documents, unless otherwise defined), the following capitalized terms shall have the following meanings:

"**Affordability Period**" means a period of forty-five (45) years as more particularly set forth in the City Developer CC&Rs.

"**Affordable Housing Cost**" means that purchase price which would result in a monthly housing cost which does not exceed the product of thirty percent (30%) times seventy percent (70%) of Riverside County median income adjusted for family size appropriate for the House; provided that if a particular household's income is between seventy percent (70%) and eighty percent (80%) of Median Income, then the actual income may be used in place of seventy percent (70%).

"**Authority**" means the Housing Authority of the City of Moreno Valley, a public body, corporate and politic.

"**Authority Conveyance**" means the conveyance by which the Developer acquires title to the Site from the Authority.

"**Authority Deed**" means a grant deed in the form of Attachment No. 12 to this Agreement.

"**Building Permit**" means the building permit(s) issued by the City and required for the Improvements.

"**Calculation of Affordable Housing Cost**" means Attachment No. 11, which is attached hereto and incorporated herein by reference.

"**Certificate of Completion of Construction**" means Attachment No. 10.

"**City**" means the City of Moreno Valley, California.

"**City Construction Amount**" means that amount, up to the Maximum Combined NSP Amount, which the City will loan for construction subject to the terms and conditions of this Agreement.

"**City Developer CC&Rs**" or "**CC&Rs**" means Attachment No. 7 to this Agreement.

"**City Developer Deed of Trust**" means a deed of trust in the form of Attachment No. 5.

"**City Developer Escrow**" is described in Section 2.2.

"**City Developer Land Amount**" or "**Developer Purchase Price**" means the sum of Five Hundred Thousand Dollars ($500,000.00).

"**City Developer Loan**" has the meaning set forth in Section 2.1.1.

"**City Developer Loan Amount**" means the sum of the City Construction Amount and the City Loan Amount.

"**City Developer Note**" means a promissory note in the form of Attachment No. 4. The original principal amount for the City Developer Note shall be equal to the sum of the Maximum Combined NSP Amount and the City Land Amount, but shall be subject to adjustment to the extent the moneys ultimately disbursed by the City as the City Construction Amount are less than the Maximum Combined NSP Amount.

"**City Developer Title Policy**" means a lender's policy of title insurance issued by the Title Company in connection with the City Developer Loan, respectively, which: (i) is based upon the principal amount of the City Developer Loan, respectively; and (ii) insures the City Developer Deed of Trust as a lien in conformity with the Designated City Developer Lien Priorities.

"**City Manager**" means the city manager of the City or his designee.

"**Code**" means the California Health and Safety Code.

"**Condition of Title**" is defined in Section 2.3 hereof.

"**Conditions Precedent**" are set forth in Section 3.1.

"**Conditions to Sale to Program Participant**" means those matters set forth in Section 6.4.

"**County**" means the County of Riverside, California.

"**Date of Agreement**" means May 1, 2013.

"**Designated City Developer Lien Priorities**" is defined in Section 2.1.1.

"**Designated City Homebuyer Lien Priorities**" is defined in Section 2.7.6.

"**Developer,**" as defined in the first paragraph hereof, means Habitat for Humanity, Riverside, Inc., a California nonprofit public benefit corporation.

"**Equity Share Amount(s)**" is defined in Section 1(c) of the Homebuyer Loan Agreement.

"**Escrow Holder**" means TICOR Title Company of California or another escrow holder designated by the City.

"**Event of Default**" has the meaning set forth in Section 7.1.

"**Executive Director**" means the Executive Director of the City or his designee or delegate.

"**FIRPTA**" means the Foreign Investment in Real Property Transfer Act.

"**General Contractor**" means the general contractor to be hired by Developer to engage and supervise the subcontractors in the performance and completion of the construction of the Improvements. The General Contractor shall be reasonably acceptable to and approved by the City Manager, in his reasonable discretion; provided, the Developer is hereby pre-approved to act as the General Contractor for the development of the Improvements. The parties acknowledge that the General Contractor will not be performing actual construction work for any portion of the Development, but instead shall hire Subcontractors (after competitive bidding) who shall be reasonably approved by the City Manager.

"**Governmental Fees**" means fees charged by governmental agencies exercising regulatory authority over the Improvements.

"**Governmental Requirements**" means all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the State, the County, the Authority, the City, or any other political subdivision in which the Site is located, and of any other political subdivision, City or instrumentality exercising jurisdiction over the City, the Developer or the Site.

"**Habitat Homebuyer Deed**" means a deed substantially in the form of Exhibit "K" to the Homebuyer Loan Agreement.

"**Habitat Homebuyer Loan**" means a loan by the Developer to an Initial Homebuyer in the principal amount of One Hundred Twenty Thousand Dollars ($120,000.00) with an interest rate of zero percent; provided that a different principal amount may be authorized by the Executive Director

following determination by Authority staff that the price at which the corresponding unit is sold to a Program Participant does not exceed Affordable Housing Cost.

"**Habitat Homebuyer Note**" means a promissory note to secure the Habitat Homebuyer Loan.

"**Hazardous Materials**" means any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6903), (xi) Methyl-tert Butyl Ether or (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.*

"**Homebuyer Acknowledgment of Covenants**" means an acknowledgment and agreement in the form of Exhibit H to the Homebuyer Loan Agreement.

"**Homebuyer Escrow Holder**" means TICOR Title Company of California or another escrow holder designated by the City.

"**Homebuyer Junior Deed of Trust**" means a deed of trust substantially in the form of Exhibit "J" to the Homebuyer Loan Agreement to be executed by each Program Participant and recorded as a second deed of trust against the corresponding Homebuyer Property.

"**Homebuyer Junior Loan**" means a subordinate loan to each Initial Purchaser as more fully described in the Homebuyer Loan Agreement.

"**Homebuyer Junior Note**" means a promissory note evidencing the corresponding Homebuyer Junior Loan as more fully described in the Homebuyer Loan Agreement.

"**Homebuyer Loan Agreement**" means an agreement in the form of Attachment No. 6.

"**Homebuyer Price**" means that amount determined by the City to represent the purchase price for a Homebuyer Property to be paid by the corresponding purchaser. Upon conferring with the Developer, the Homebuyer Price shall not, in any case, exceed Affordable Housing Cost for a Low Income Household as determined by the City.

"**Homebuyer Property**" means a lot corresponding to each House as designated by the Parcel Map.

"**Homebuyer Purchase and Sale Agreement**" has the meaning set forth in Section 6.1.

"**Homebuyer Purchase Escrow**" has the meaning set forth in Section 2.7.

"**Homebuyer Senior Deed of Trust**" means a deed of trust substantially in the form of Exhibit C to the Homebuyer Loan Agreement to be executed by each Program Participant and recorded as a first deed of trust against the corresponding Homebuyer Property.

"**Homebuyer Senior Loan**" means a senior loan to each Initial Purchaser as more fully described in the Homebuyer Loan Agreement.

"**Homebuyer Senior Note**" means a promissory note substantially in the form of Exhibit "I" to the Homebuyer Loan Agreement to be executed by each Program Participant and deliver to the City in connection with each sale of a Homebuyer Property.

"**House**" means each single family detached house to be constructed by the Developer upon the Site, all as more particularly described in Section 3.1 hereof and in the Scope of Development.

"**Housing Authority Law**" is defined in Recital A hereof.

"**Improvements**" means all of the improvements described in the Scope of Development.

"**Initial Homebuyer**" means each initial purchaser of a Homebuyer Property from the Developer.

"**Legal Description of the Site**" means Attachment No. 1.

"**Lender's Title Policies (Homebuyer)**" is defined in Section 2.4.2.

"**Lender's Title Policy (Developer)**" is defined in Section 2.4.1.

"**Low Income Households**" means households having an income of between 50% and 80% of Median Income for the Area, as more particularly described in Health & Safety Code Section 50079.5.

"**Map**" means Attachment No. 1.

"**Maximum Combined NSP Amount**" means the sum of the Maximum NSP Amount and the Maximum NSP3 Amount, namely Two Million One Hundred Twenty-Seven Thousand Dollars ($2,127,000).

"**Maximum NSP Amount**" means moneys equal to Eight Hundred Twenty-Seven Thousand Dollars ($817,000.00) available to the City from NSP.

"**Maximum NSP3 Amount**" means moneys equal to One Million Three Hundred Thousand Dollars ($1,300,000.00) available to the City from NSP3.

"Median Income for the Area" means the median income for the County as determined by the City under Health and Safety Code Section 50052.5 and applicable regulations, if any, of the State of California.

"NSP" is defined in Recital G hereof.

"NSP3" is defined in Recital G hereof.

"**Notice of Affordability Restrictions**" means Exhibit "E" to the Homebuyer Loan Agreement.

"**Owner's Title Policy (Developer)**" is defined in Section 2.4.1.

"**Owner's Title Policy (Homebuyer)**" is defined in Section 2.4.2.

"**Parcel Map**" means a parcel map to be prepared by Developer in accordance with the City's customary standards and procedures under which the Site is divided into eight (8) lots.

"**Program Participant**" means a household which is mutually approved by Developer and City for purchase of a Homebuyer Property, applying criteria including: (i) the household is a Low Income Household as confirmed by the Executive Director; (ii) the household has executed and deposited into escrow for delivery to City upon closing of the Homebuyer Loan Agreement, the Homebuyer Senior Note, the Homebuyer Junior Note, the Homebuyer Junior Deed of Trust and the Homebuyer Senior Deed of Trust (with that deed of trust to be recorded as provided in the Homebuyer Loan Agreement); (iii) the household has not held an ownership interest in a residence for at least three (3) years preceding the purchase of the corresponding Homebuyer Property; and (iv) the purchase price to the homebuyer, as confirmed by the City, does not exceed Affording Housing Cost.

"**Program Participant Documents**" means, the Homebuyer Loan Agreement, the Homebuyer Senior Deed of Trust, the Homebuyer Senior Note, the Homebuyer Junior Deed of Trust, the Homebuyer Junior Note, the Homebuyer Senior Note and the City Developer CC&Rs.

"**Project Documents**" means, collectively, this Agreement, the City Developer CC&Rs, the City Developer Note, the City Developer Deed of Trust, the Homebuyer Senior Note, the Homebuyer Junior Note, the Homebuyer Junior Deed of Trust and the Homebuyer Senior Deed of Trust.

"**Proposed Transferee's Application**" means a form of application to be prepared by Developer and reviewed by City which will include all information necessary for the verification of eligibility of a household to purchase the corresponding Homebuyer Property.

"**Redevelopment Agency**" means the former Community Redevelopment Agency of the City of Moreno Valley.

"**Redevelopment Plan**" means the Redevelopment Plan for the Moreno Valley Redevelopment Project, adopted by ordinance of the City Council of the City of Moreno Valley, as amended.

"**Redevelopment Project**" means the Moreno Valley Redevelopment Project, as described in the Redevelopment Plan.

"**Redevelopment Project Area**" means that area designated as the project area in the Redevelopment Plan.

"**Request for Notice of Default**" means Attachment No. 8.

"**Rules and Regulations**" means each of: (i) Health and Safety Code Sections 50052.5, 50053 and 50105; (ii) the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*); (iii) Community Development Block Grant (CDBG) program as authorized under the Housing and Community Development Act of 1974, 42 U.S.C. 5301 *et seq.* ("HCD Act") and the regulations promulgated thereunder at 24 C.F.R. 570; (iv) The Housing and Economic Recovery Act of 2008 (Public Law 110-289) ("HERA"); (v) The American Reinvestment and Recovery Act of 2009 (Public Law 111-005) (the "Recovery Act"); (vi) Notice of Fund Availability (NOFA) for the Neighborhood Stabilization Program 2 under the American Recovery and Reinvestment Act, 2009 [Docket No. FR-5321-N-01] (the "NSP2 NOFA"); (vii) the Community Development Block Grant (CDBG) program as authorized under the Public Housing and Community Development Act of 1974, 42 U.S.C. 5301 *et seq.* ("HCD Act") as amplified by regulations set forth at 24 C.F.R. 570; (viii) the Housing and Economic Recovery Act of 2008 (Public Law 110-289) ("HERA"); (ix) the American Reinvestment and Recovery Act of 2009 (Public Law 111-005) (the "Recovery Act"); (x) the Notice of Fund Availability (NOFA) for the Neighborhood Stabilization Program 2 under the American Recovery and Reinvestment Act, 2009 [Docket No. FR 5321-N-01] (the "NSP2 NOFA"); (xi) the National Environmental Policy Act of 1969 and related federal environmental authorities and regulations at 24 C.F.R. Part 58; (xii) the City's Final Neighborhood Stabilization Program as amended by Substantial Amendment to the City of Moreno Valley's 2008-2009 Annual Action Plan, as adopted November 25, 2008; (xiii) the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Pub. L. 111-203, approved July 21, 2010), including regulations cited at 75 FR 64322 ("NSP3"); (xiv) the Notice of Funding Availability (NOFA) for NSP3 (the "NSP3 NOFA"), and (xv) to the extent applicable, including a Section 3 Clause in each construction contract.

"**Schedule of Performance**" means Attachment No. 3.

"**Scope of Development**" means Attachment No. 9.

"**Section 3**" shall mean and refer to Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1701u, as amended. City has prepared a Section 3 "checklist" and other forms related to Section 3 compliance; and as provided by City to Participant, its General Contractor, Subcontractors, or other contractor(s) or subcontractor(s), as applicable, such forms shall be utilized in all contracts and subcontracts to which Section 3 applies.

"**Section 3 Clause**" shall mean the language, set forth below, which is required to be included in each and every Construction Contact entered into by Participant, the General Contractor, each Subcontractor and/or any other contractor(s) or subcontractor(s), as applicable, for the development or rehabilitation of the Development. For purposes of this Section 3 Clause and compliance therewith, whenever the word "contractor" is used it shall mean and include, as applicable, Participant, General Contractor, any and all Subcontractors, and any other contractor(s) and subcontractor(s) performing work on the Project.

Participant hereby acknowledges and agrees to take all responsibility for compliance with all Section 3 Clause federal requirements and further acknowledges and agrees that compliance with all Section 3 Clause requirements by Participant, the General Contractor, all Subcontractors, and/or

other contractor(s), subcontractor(s), and other agents, is the primary obligation of Participant. Participant shall provide or cause to be provided to its General Contractor and each Subcontractor, and each of its other contractor(s), subcontractor(s) and agents, a checklist for compliance with the Section 3 Clause federal requirements, to obtain from the General Contractor, each Subcontractor, and other contractor(s), subcontractor(s), and agents, all applicable items, documents, and other evidence of compliance with the items, actions, and other provisions within the checklist, and to submit all such completed Section 3 Clause documentation and proof of compliance to the City Manager.

The particular text to be utilized in any and all contracts of the General Contractor or any Subcontractor doing work covered by Section 3 shall be in substantially the form of the following Section 3 Clause, as reasonably determined by City, or as directed by HUD or its representative, and shall be executed by the applicable contractor under penalty of perjury:

"(i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low income persons (inclusive of Very Low and Low Income Persons, Very Low and Low Income Households, and Very Low and Low Income Tenants served by the Project), particularly persons who are recipients of HUD assistance for housing.

"(ii) The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

"(iii) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of notices in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number of job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

"(iv) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

"(v) The contractor will certify that any vacant employment positions, including training positions, that are filled (a) after the contractor is selected but before the contract is executed, and (b) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require

employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.

"(vi) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

"(vii) With respect to work performed in connection with Section 3 covered Indian Housing assistance, section 7(b) of the Indian Self Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible, (a) preference and opportunities for training and employment shall be given to Indians, and (b) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b)."

After the foregoing Section 3 Clause, Participant shall add the signature block of the General Contractor, Subcontractor, or other contractor(s) and subcontractor(s), as applicable, and shall add the following text immediately above the signature block: "The contractor/provider by this his signature affixed hereto declares under penalty of perjury that contractor has read the requirements of this Section 3 Clause and accepts all its requirements contained therein for all of his operations related to this contract."

"**Site**" means that property so designated in the Legal Description of the Site and the Map. [to be area equal to 8/10 of property Redevelopment Agency had earlier acquired; provided that if the Developer develops more Houses, the Site will be adjusted to reflect 9/10 of the property or all of the property the Redevelopment Agency had earlier acquired. The Developer shall be responsible for all costs associated with preparation of maps and processing of maps to effect such adjustment].

"**Subcontractor**" and "**Subcontractors**" shall mean, individually and collectively, one or more subcontractors hired by Developer's General Contractor for the Improvements to perform and complete, or to engage and supervise others to perform and complete, the construction of the Improvements. Each of the Subcontractors shall be selected after competitive bidding, and City shall have every reasonable right and opportunity to observe and review all material stages of such competitive bidding process, including a right to review the invitation to bidders, each bid package, each responsive bid form, each submitted bid package and the right to be present when each bid is opened by Developer and/or the General Contractor. Developer shall submit to City information regarding the entity serving as the Subcontractor for any portion of the construction of the Improvements, including compliance with plans approved by City and the obtaining by Developer of all required licenses, certifications, insurance, etc., as reasonably requested by the City Manager.

"**Sweat Equity Amount**" shall be deemed to be equal to [Thirty Thousand Dollars ($30,000.00) per House].

"**Title Company**" shall be TICOR Title Company of California or another title insurer designated by City.

"**Very Low Income Households**" means households earning not greater than fifty percent (50%) of Median Income for the Area as set forth in Health and Safety Code Section 50105.

1.2 **Singular and Plural Terms**. Any defined term used in the plural in this Agreement or any Project Document shall refer to all members of the relevant class and any defined term used in the singular shall refer to any number of the members of the relevant class.

1.3 **References and Other Terms**. Any reference to this Agreement or any Project Document shall include such document both as originally executed and as it may from time to time be modified. References herein to Articles, Sections and Exhibits shall be construed as references to this Agreement unless a different document is named. References to subparagraphs shall be construed as references to the same Section in which the reference appears. The term "document" is used in its broadest sense and encompasses agreements, certificates, opinions, consents, instruments and other written material of every kind. The terms "including" and "include" mean "including (include) without limitation."

1.4 **Exhibits Incorporated**. All attachments and exhibits to this Agreement, as now existing and as the same may from time to time be modified, are incorporated herein by this reference.

2. DISPOSITION OF THE SITE

2.1 **Sale of the Site**. As of the Date of Agreement, the Authority holds fee title to the Site.

The Developer warrants and represents that it has undertaken and completed at its expense an investigation of the Site, including without limitation condition of title, the presence of any hazardous materials and other surface and subsurface conditions, and the suitability of the Site for the Improvements required pursuant to this Agreement. The Developer has selected the Site and has determined that it is suitable for all development and uses as provided for pursuant to this Agreement.

The City shall provide to the Developer a preliminary title report by the Title Company within fifteen (15) days after the Date of this Agreement.

The purchase price for the sale of the Site by the Authority to the Developer, subject to all of the terms and conditions of this Agreement, shall be Five Hundred Thousand Dollars ($500,000.00) (the "Developer Purchase Price"). The City further agrees that, at Closing, the Developer may defer payment in cash of the Developer Purchase Price, provided that the Developer executes and provides to the Escrow Holder for delivery to the City all of the following for the Site, with all documents duly executed and the City Developer Deed of Trust in recordable form: (i) the City Developer Deed of Trust; and (ii) the City Developer Note; subject to the delivery of such instruments at closing, the payment of the Developer Purchase Price will be handled outside of escrow and is a matter with which Escrow Holder need not be concerned.

2.1.1 **City Developer Loan**. The Authority and the City have entered into an agreement or will enter into an agreement under which the Authority assigns its rights to receive the Developer Purchase Price to the City. Subject to the prior satisfaction of the Conditions Precedent, the City agrees to defer receipt of the Developer Purchase Price. In addition, the City will loan

additional moneys as the City Construction Amount to the Developer as more particularly reflected in the City Developer Note (which loan is referred to as the "City Developer Loan"). In connection with escrow, the recording of documents shall be accomplished in the order specified in Section 2.2.6(a) of this Agreement. The lien priorities, as so specified, constitute the "Designated City Developer Lien Priorities."

2.2 **Escrow**. The parties shall open an escrow (the "City Escrow") with the Escrow Holder, by the time established therefor in the Schedule of Performance for the Authority Conveyance, and the recordation and delivery of documents described in Section 2.1. The Authority, City and the Developer agree to execute such escrow instructions as may be reasonably required to implement this Section 2.2. The obligation of the Authority to deliver the Authority Deed to escrow or to proceed with the Authority Conveyance and the obligation of the City to make the City Developer Loan is contingent upon the satisfaction of the "Conditions Precedent" as set forth in Section 3.1 of this Agreement.

2.2.1 **Costs of Escrow**. The City and the Developer shall pay their respective portions of the premium for the Title Policy for the Authority Conveyance as set forth in Section 2.4 hereof, the City shall pay for the documentary transfer taxes, if any, due with respect to the Authority Conveyance; and the Developer and City each agree to pay one-half of all other usual fees, charges, and costs which arise from the City Escrow.

2.2.2 **Escrow Instructions**. This Section 2.2, including all subparts thereof, constitutes the joint escrow instructions of the Developer, the Authority and the City in connection with the conveyance of the Site by the Authority to the Developer, and the Escrow Holder to whom these instructions are delivered is hereby empowered to act under this Agreement. Insurance policies for fire or casualty are not to be transferred, and the City will cancel its own policies after the Authority Conveyance. All funds received in the City Escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from such account.

If in the opinion of a party hereto it is necessary or convenient in order to accomplish the Authority Conveyance, such party may require that the parties sign supplemental escrow instructions; provided that if there is any inconsistency between this Agreement and the supplemental escrow instructions, then the provisions of this Agreement shall control. The parties agree to execute such other and further documents as may be reasonably necessary, helpful or appropriate to effectuate the provisions of this Agreement. The Authority Conveyance shall take place when the Conditions Precedent have been satisfied. Escrow Holder is instructed to release City's escrow closing and the Developer's escrow closing statements to the respective parties.

2.2.3 **Authority of Escrow Holder**. Escrow Holder is authorized to, and shall:

(a) Pay and charge the Developer and City for their respective shares of the premium of the Owner's Title Policy and the Lender's Title Policy as set forth in Section 2.4.1 and any amount necessary to place title in the condition necessary to satisfy Section 2.3 of this Agreement.

(b) Pay and charge the Developer and City for their respective shares of any escrow fees, charges, and costs payable under Section 2.2.1 of this Agreement.

(c) Pay and charge the Developer for any endorsements to the Owner's Title Policy (Developer) which are requested by the Developer. The cost of premiums for the Lender's Title Policy (Developer) shall be borne by the City.

(d) Disburse funds, deliver and record the Authority Deed, the City Developer CC&Rs, the City Developer Deed of Trust, and deliver to the City the City Developer Note, the City Developer Deed of Trust and the City Developer CC&Rs when the Conditions Precedent have been fulfilled or waived by the City and the Authority.

(e) Do such other actions as necessary to fulfill its obligations under this Agreement.

(f) Within the discretion of Escrow Holder, direct the Authority, the City and the Developer to execute and deliver any instrument, affidavit, and statement, and to perform any act reasonably necessary to comply with the provisions of FIRPTA and any similar state act and regulation promulgated thereunder. The Authority agrees to execute a Certificate of Non-Foreign Status by individual transferor and/or a Certification of Compliance with Real Estate Reporting Requirement of the 1986 Tax Reform Act as may be required by Escrow Holder, on the form to be supplied by Escrow Holder.

(g) Prepare and file with all appropriate governmental or taxing authorities a uniform settlement statement, closing statement, tax withholding forms including an IRS 1099-S form, and be responsible for withholding taxes, if any such forms are provided for or required by law.

2.2.4 **Closing**. The Authority Conveyance and delivery of documents related shall close ("Closing") within thirty (30) days of the parties' satisfaction of all of Conditions Precedent, but in no event later than the last day established therefor in the Schedule of Performance. The "Closing" shall mean the time and day the Grant Deed is filed for record with the Riverside County Recorder. The "Closing Date" shall mean the day on which the Closing occurs.

2.2.5 **Termination of City Developer Escrow**. If the City Developer Escrow is not in condition to close by the time established therefor in the Schedule of Performance, then any party to this Agreement which has fully performed under this Agreement may, in writing, demand the return of money or property and terminate the City Developer Escrow. If a party to this Agreement makes a written demand for return of documents or properties, the City Developer Escrow shall not terminate until five (5) days after Escrow Holder shall have delivered copies of such demand to all other parties at the respective addresses shown in this Agreement. If any objections are raised within said five (5) day period, Escrow Holder is authorized to hold all papers and documents until instructed by a court of competent jurisdiction or by mutual written instructions of the parties. The Developer, however, shall have the sole option to withdraw any money deposited by it with respect to the Closing less the Developer's share of costs of Escrow. Termination of this Agreement shall be without prejudice as to whatever legal rights any party to this Agreement may have against the other parties arising from this Agreement. If no demands are made, the Escrow Holder shall proceed with the Closing as soon as possible.

2.2.6 **Closing Procedure**. Escrow Holder shall close Escrow for the Site as follows:

(a) Record first the Authority Deed, then the City Developer CC&Rs and then the City Developer Deed of Trust with instructions for the Recorder of Riverside County, California to deliver the Authority Deed to the Developer, and the City Developer CC&Rs and the City Developer Deed of Trust to the City;

(b) Instruct the Title Company to deliver the Owner's Title Policy (Developer) to the Developer, with a copy to the City, and the "Lender's Title Policy (Developer)" (as described in Section 2.4.1 hereof) to the City;

(c) File any informational reports required by Internal Revenue Code Section 6045(e), as amended, and any other applicable requirements;

(d) Deliver the FIRPTA Certificate, if any, to the City;

(e) Disburse the Purchase Price to City (as assignee of the Authority and as originator of the City Developer Loan), in the form of: (i) cash or (ii) the City Developer Note; and

(f) Forward to both the Developer and the City a separate accounting of all funds received and disbursed for each party and copies of all executed and recorded or filed documents deposited into Escrow, with such recording and filing date and information endorsed thereon.

2.3 **Review of Title.** The City shall cause the Title Company to deliver to the Developer a standard preliminary title report (the "Report") with respect to the title to the Site, together with legible copies of the documents underlying the exceptions ("Exceptions") set forth in the Report, within fifteen (15) days from the date of this Agreement. The Developer shall have the right to reasonably approve or disapprove the Exceptions; provided, however, that the Developer hereby approves the following Exceptions:

(a) The Redevelopment Plan.

(b) The lien of any non-delinquent property taxes and assessments (to be prorated at close of Escrow).

(c) The provisions of the Authority Deed, the City Developer CC&Rs, the City Developer Deed of Trust.

(d) Any incidental easements or other matters affecting title which do not materially impact the Developer's use of the Site as described in the Scope of Development.

The Developer shall have thirty (30) days from the date of its receipt of the Report to give written notice to City and Escrow Holder of the Developer's approval or disapproval of any of such Exceptions. The Developer's failure to give written disapproval of the Report within such time limit shall be deemed approval of the Report. If the Developer notifies City of its disapproval of any Exceptions in the Report, the City shall have ten (10) days from the receipt of written notice of disapproval by the Developer to determine whether or not it will undertake the removal of any

disapproved Exceptions. If the City elects to remove such Exceptions, it shall diligently proceed to effect the removal of such Exceptions. If City cannot or does not elect to remove any of the disapproved Exceptions within that period, the Developer shall have ten (10) business days after the expiration of such ten (10) business day period to either give the City written notice that the Developer elects to proceed with the purchase of the Site subject to the disapproved Exceptions or to give the City written notice that the Developer elects to terminate this Agreement. The Exceptions to title approved by the Developer as provided herein shall hereinafter be referred to as the "Condition of Title." The Developer shall have the right to approve or disapprove any additional and previously unreported Exceptions reported by the Title Company after the Developer has approved the Condition of Title for the Site (which are not created by the Developer).

2.4 **Title Insurance, Disposition to Developer**. Concurrently with recordation of the Authority Deed conveying title to the Site, there shall be issued to the Developer a CLTA owner's policy of title insurance ("Owner's Title Policy (Developer)"), together with such endorsements as are reasonably requested by the Developer, issued by the Title Company insuring that the title to the Site is vested in the Developer in the condition required by Section 2.3 of this Agreement. The Title Company shall provide the City with a copy of the Owner's Title Policy. The Owner's Title Policy shall be based upon the Purchase Price. The City shall pay that portion of the premium for the Owner's Title Policy equal to the cost of a CLTA standard coverage title policy in the amount based upon the Purchase Price. Any additional costs, including the cost of an ALTA policy or any endorsements requested by the Developer, shall be borne by the Developer.

The Title Company shall additionally provide to the City ALTA lender's policy of title insurance for the City Developer Deed of Trust, based upon the face amounts of the City Developer Note in conformity with the Designated City Developer Lien Priorities, and subject only to encumbrances, if any, approved in writing by the City Manager ("Lender's Title Policy (Developer)").

2.5 **Repayment**. The entire balance due under the City Developer Note shall be paid to the City, or otherwise satisfied as provided below, upon the first to occur of: (i) the sale or other conveyance of the Site or portion thereof contrary to this Agreement; (ii) the uncured default of Developer under this Agreement, the City Developer Note or the City Developer Deed of Trust; (iii) twenty-four (24) months after the Date of Agreement; (iv) the sale or other conveyance of the Site or portion thereof except to the extent each Homebuyer Property is conveyed to Initial Homebuyers in conformity with Sections 6.1 to 6.4 hereof; or (v) the uncured default of Developer under this Agreement, the City Developer Note or the City Developer Deed of Trust. Notwithstanding the foregoing portion of this Section 2.5, in the event no defaults have occurred, the City shall provide to the Escrow Holder its release and reconveyance from the City Developer Deed of Trust in connection with the sale of the Site by the Developer to the Initial Homebuyer at Affordable Housing Cost accomplished in strict conformity with Section 6.1 hereof.

2.6 **Assumption**. The City Developer Note shall not be assignable or assumable by successors and assigns of Developer without the prior written consent of the City, which consent may be withheld in the City's sole and complete discretion.

2.7 **Escrow**. Upon Developer having received City approval of an Initial Homebuyer (or another Program Participant), the Developer shall open an escrow as to the corresponding Homebuyer Property (the "Homebuyer Escrow") with the Escrow Holder. The City and the Developer agree to execute such escrow instructions as may be reasonably required to implement this

Section 2.7. The process set forth in this Section 2.7 as well as Sections 2.8 and 2.9, will be repeated as to each purchaser of a Homebuyer Property (or any portion of the Site).

2.7.1 **Costs of Escrow**. The Developer shall pay, or shall arrange for Developer and the purchaser to pay, their respective portions of the premium for the title policies as set forth in Section 2.7 hereof, the Developer shall pay for the documentary transfer taxes, if any, and the Developer shall pay, or shall arrange for the Developer and the purchaser to each pay one-half of all other usual fees, charges, and costs which arise from the corresponding Homebuyer Escrow. No costs shall be borne by City or Authority.

2.7.2 **Escrow Instructions**. This Section 2.7, including all subparts hereof, constitutes the escrow instructions of the Developer, the City and, once executed, the purchaser (which shall be an Initial Purchaser in each case), and the Escrow Holder to whom these instructions are delivered is hereby empowered to act under this Section 2.7. Insurance policies for fire or casualty are not to be transferred. All funds received in the Escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from such account.

The Developer, the purchaser or the City may submit supplemental escrow instructions; provided that if there is any inconsistency between this Agreement and the supplemental escrow instructions, then the provisions of this Agreement shall control. The conveyance shall take place when the Conditions to Sale to Program Participants have been satisfied as to each corresponding Program Participant, as confirmed by the City. Escrow Holder is instructed to release escrow closing statements to the Developer, the purchaser, the Authority and the City.

2.7.3 **Authority of Escrow Holder**. Escrow Holder is authorized to, and shall:

(a) Pay and charge the Developer and, if applicable, the purchaser for their respective shares of the premium of the Owner's Title Policy (Program Participant) and the Lender's Title Policies (Homebuyer) as set forth in Section 2.4.2 and any amount necessary to place title in the condition necessary to satisfy the Transfer Condition of Title as described in Section 2.8 of this Agreement.

(b) Pay and charge the Developer and City for their respective shares of any escrow fees, charges, and costs payable under Section 2.7.1 of this Agreement.

(c) Pay and charge the Developer for any endorsements to the Owner's Title Policy (Developer) which are requested by the Developer. The cost of premiums for the Lender's Title Policies (Developer) shall be borne by the City.

(d) Disburse funds, deliver and record the following as prepared or approved by City in relation to each transfer: Habitat Homebuyer Deed, the Acknowledgement of CC&Rs, Homebuyer Senior Deed of Trust, Homebuyer Junior Deed of Trust and the Notice of Affordability Restrictions, and deliver to the City the City Developer Note, the City Developer Deed of Trust, the Acknowledgment of CC&Rs and the Notice of Affordability Restrictions when the Conditions Precedent have been fulfilled or waived by the City.

(e) Do such other actions as necessary to fulfill its obligations under this Agreement.

(f) Within the discretion of Escrow Holder, direct the Authority and the Developer to execute and deliver any instrument, affidavit, and statement, and to perform any act reasonably necessary to comply with the provisions of FIRPTA and any similar state act and regulation promulgated thereunder. The Authority agrees to execute a Certificate of Non-Foreign Status by individual transferor and/or a Certification of Compliance with Real Estate Reporting Requirement of the 1986 Tax Reform Act as may be required by Escrow Holder, on the form to be supplied by Escrow Holder.

(g) Prepare and file with all appropriate governmental or taxing authorities a uniform settlement statement, closing statement, tax withholding forms including an IRS 1099-S form, and be responsible for withholding taxes, if any such forms are provided for or required by law.

2.7.4 **Closing**. The conveyance of property by the Developer and delivery of documents related shall close ("Homebuyer Closing") within thirty (30) days of the parties' satisfaction of all of Conditions Precedent. The "Homebuyer Closing" shall mean the time and day a deed conveying title to the purchaser is filed for record with the Riverside County Recorder. The "Homebuyer Closing Date" shall mean the day on which the corresponding Homebuyer Closing occurs.

2.7.5 **Termination of Escrow**. If escrow is not in condition to close by the time established therefor in supplemental escrow instructions (and, if no such time is specified, then on the sixtieth day following opening of escrow), then the purchaser, the Developer, the Authority or the City may, in writing, demand the return of money or property and terminate the escrow. If such party makes a written demand for return of documents or properties, escrow shall not terminate until five (5) days after Escrow Holder shall have delivered copies of such demand to all other parties. If any objections are raised within said five (5) day period, Escrow Holder is authorized to hold all papers and documents until instructed by a court of competent jurisdiction or by mutual written instructions of the parties to such escrow (namely, the Authority, the City, the Developer and the corresponding Initial Homebuyer).

2.7.6 **Closing Procedure**. Escrow Holder shall close escrow for the transfer of the corresponding Homebuyer Property from the Developer to the purchaser as follows:

(a) Record first (i) The Homebuyer Acknowledgement of Covenants, executed by the purchaser, then (ii) the Homebuyer Deed of Trust and, if so instructed by City, a subordination agreement under which Developer agrees to subordinate any existing deed of trust with Developer as beneficiary to a first deed of trust with City as beneficiary, then (iii) a deed of trust securing payment of a Habitat Homebuyer Loan (but not if an existing loan with Developer as beneficiary is being assumed), then (iv) a grant deed conveying title to the purchaser, with instructions for the Recorder of Riverside County, California to deliver the deed to the purchaser, then the Notice of Affordability Restrictions. The priorities consistent with the foregoing order of recordation shall constitute the "Designated City Homebuyer Lien Priorities." If additional deeds of trust are recorded, the original(s) shall be delivered to the beneficiary thereunder (with a copy to each of the Developer, the purchaser and the City).

(b) Instruct the Title Company to deliver the Owner's Title Policy (Homebuyer) to the Homebuyer, with a copy to each of the City and the Developer, and the "Lender's Title Policy (Homebuyer)" (as described in Section 2.4.2 hereof) to the City;

(c) File any informational reports required by Internal Revenue Code Section 6045(e), as amended, and any other applicable requirements;

(d) Deliver the FIRPTA Certificate, if any, to the Developer (with a copy to the Authority);

(e) Disburse the purchase price as directed by City; and

(f) Forward to each of the Developer, the purchaser and the City a separate accounting of all funds received and disbursed for all parties and copies of all executed and recorded or filed documents deposited into the Transfer Escrow, with such recording and filing date and information endorsed thereon.

2.7.7 **Title Insurance, Disposition to Initial Homebuyers**. Concurrently with recordation of the conveyance of a Homebuyer Property to the corresponding Initial Homebuyer, there shall be issued to the corresponding Initial Homebuyer a CLTA owner's policy of title insurance ("Owner's Title Policy (Homebuyer)"), together with such endorsements as are reasonably requested by the such homebuyer, issued by the Title Company insuring that the title to the corresponding Homebuyer Property is vested in the Initial Homebuyer in the condition described by Section 2.8 of this Agreement. The Title Company shall provide each of the Developer and the City with a copy of the Owner's Title Policy (Homebuyer). The Owner's Title Policy (Homebuyer) shall be based upon the lesser of (i) the amount of the Homebuyer Price, or (ii) the largest amount for which the Title Company will provide such title insurance. The Developer shall pay that portion of the premium for the Owner's Title Policy equal to the cost of a CLTA standard coverage title policy in the amount based upon the Homebuyer Price. Any additional costs, including the cost of an ALTA policy or any endorsements requested by the corresponding Initial Homebuyer, shall be borne by such Initial Homebuyer.

The Title Company shall additionally provide to the City an ALTA lender's policy of title insurance for each of the Homebuyer Senior Deed of Trust (based upon the original face amount of the corresponding Homebuyer Senior Note) and a Homebuyer Junior Deed of Trust (based upon the original face amount of the corresponding Homebuyer Junior Note) as set forth in the Homebuyer Loan Agreement authorized by City to be used for the corresponding purchaser in conformity with the Designated City Homebuyer Lien Priorities, and subject only to encumbrances, if any, approved in writing by the Executive Director ("Lender's Title Policies (Homebuyer)").

2.8 **Review of Title**. The Developer shall cause the Title Company to deliver to the prospective purchaser a standard preliminary title report (the "Report") with respect to the title to the corresponding Homebuyer Property (as mutually designated by the Developer and the City), together with legible copies of the documents underlying the exceptions ("Exceptions") set forth in the Report, with at least fifteen (15) days to review. The purchaser shall have the right to reasonably approve or disapprove the Exceptions; provided, however, that the purchaser must approve the following Exceptions:

(a) The Redevelopment Plan.

(b) The lien of any non-delinquent property taxes and assessments (to be prorated at close of Escrow).

(c) The provisions of the Authority Deed, the City Developer CC&Rs, the Homebuyer Acknowledgment of Covenants, the Homebuyer Senior Deed of Trust, the Homebuyer Junior Deed of Trust and the Notice of Affordability Restrictions.

(d) Any incidental easements or other matters affecting title which do not materially impact the purchaser's use of the corresponding Homebuyer Property as a single family residence.

A condition of title consistent with the Condition of Title as set forth in Section 2.3, but subject additionally to the Homebuyer Acknowledgment of Covenants, the Homebuyer Senior Deed of Trust, and the Homebuyer Junior Deed of Trust; but not the City Developer Deed of Trust, shall hereinafter be referred to as the "Homebuyer Condition of Title."

2.9 **Title Insurance for Conveyance to Initial Homebuyers**. Title insurance shall be provided in conformity with Section 2.7.7 of this Agreement. The cost for all title policies, including those provided for the benefit of City as beneficiary, shall be borne by Developer.

3. CONDITIONS TO CLOSING

3.1 **City's Conditions to Closing**. The City shall not convey title to the Site to the Developer, unless and until each and every one of the following conditions precedent (the "Conditions Precedent," which Conditions Precedent are solely for the benefit of the City) has been fully satisfied, as determined in good faith by the Executive Director (each of which condition[s], if it requires action by Developer, shall also be a covenant of Developer):

(a) Project Documents. Not later than two (2) days prior to recordation of the Authority Deed, the Developer shall have delivered to the Escrow Holder, in recordable form, the following documents: the City Developer CC&Rs and the City Developer Deed of Trust all duly executed by the Developer.

(b) Map; Permits. The Developer shall have prepared and caused to be recorded a tentative map and shall have completed all conditions to obtaining all Building Permits to be obtained excepting for the payment of building permit fees (the payment of which shall be made by the Developer after Closing). The Developer acknowledges and agrees that the plans prepared for the Improvements shall be subject to the City's normal planning review process.

(c) Title Insurance. The City shall have received a pro forma policy or polices, together with the commitment of the Title Company that it is prepared to issue those Lender's Title Policy (Developer) described in Section 2.4.1 hereof.

(d) Developer Confirmation as to the Site. The Developer shall have provided evidence reasonably satisfactory to the Executive Director that the condition of the Site (as more fully set forth in Section 2.1 of this Agreement) is fully satisfactory to the Developer.

(e) Insurance. City shall have received evidence, satisfactory to Executive Director, that all of the insurance policies required by Section 4.5, below, are in full force and effect.

(f) Corporate Resolution. Developer shall deliver to City a certified copy of a resolution of Developer's board of directors authorizing (or ratifying) the execution of the Project Documents (the "Developer's Resolution").

(g) Representations and Warranties. The representations and warranties of Developer contained in this Agreement shall be correct as of the Close of Escrow as though made on and as of that date, and City Manager shall have received a certificate to that effect signed by an officer of Developer.

(h) No Default. No Event of Default by Developer shall have occurred under this Agreement, no event shall have occurred which, with the giving of notice or the passage of time or both, would constitute an Event of Default by Developer under this Agreement, and City Manager shall have received a certificate to that effect signed by an officer of Developer.

(i) Priority of City Developer Loan. The lien of each of the City Developer Deed of Trust shall be senior and prior to all other liens on the Site except for the City Developer CC&Rs, the lien for property taxes not yet due, and such other encumbrances, if any, as may be approved in writing by the City Manager.

(j) Fees. Developer shall have acknowledged the fees chargeable in connection with the development of the Improvements.

All conditions set forth in Section 3.1, or to City's obligations hereunder, are for City's and Authority's benefit only and City Manager may waive all or any part of such rights by written notice to Developer and Escrow Holder. If City Manager shall, within the applicable periods set forth herein, disapprove of any of the items which are subject to City's approval, or if any of the conditions set forth in this Agreement are not met within the times called for, City may thereafter terminate this Agreement without any further liability on the part of City by giving written notice of termination to the Escrow Holder, with a copy to Developer. Escrow Holder shall thereupon, without further consent from Developer, return to each party the documents and funds deposited by them.

3.2 **Developer's Conditions of Closing**. Developer's obligation to proceed with the acceptance of conveyance of the Site is subject to the fulfillment or waiver by Developer of each and all of the conditions precedent (a) through (d), inclusive, described below ("Developer's Conditions Precedent"), which are solely for the benefit of Developer, and which shall be fulfilled or waived by the time periods provided for herein:

(a) Review and Approval of Title. Developer shall have reviewed and approved the condition of title of the Site, as provided in Section 2.3 hereof.

(b) Title Policy. The Title Company shall, upon payment of Title Company's regularly scheduled premium, have agreed to the Owner's Title Policy (Developer) for the Site upon close of escrow, in accordance with Section 2.4 hereof.

(c) Site Condition. The Developer shall have approved the condition of the Site and shall not have elected to cancel Escrow pursuant to Section 3.5.2 hereof.

(d) Land Use Approvals. Developer shall have obtained each of the land use approvals for the Improvements which is set forth in Sections 4.2 and 4.3 hereof and the City shall be ready to issue building permits for the construction of the Improvements upon the payment of the applicable fees by the Developer subject to preparation and processing of the Parcel Map.

3.3 **Access to Site Prior to the Closing**. Prior to the Authority Conveyance, representatives of the Developer shall have the right of access to all portions of the Site for the purpose of: (i) obtaining data and making surveys and tests necessary to carry out this Agreement, including without limitation the investigation of the environmental condition of the Site; and (ii) commencing preliminary work for the construction of the Improvements. The Developer agrees to notify the City in writing prior to undertaking any studies or work upon the Site prior to the Authority Conveyance. The City may require the Developer to execute a right of entry agreement satisfactory to City legal counsel prior to commencing such studies or work. Any preliminary work by the Developer shall be undertaken only after securing any and all necessary permits from the appropriate governmental agencies. The Developer shall indemnify, defend, and hold each of the Authority and the City harmless from any claims, losses, liabilities, and damages arising out of the activities of the Developer as set forth in this Section 3.3. In addition, in the event that the Developer causes any damage to any portion of the Site, the Developer shall promptly restore the Site as nearly as possible to the physical condition existing immediately prior to the Developer's entry onto the Site.

3.4 **Property Taxes and Assessments**. Ad valorem taxes and assessments, if any, on the Site, levied, assessed or imposed for any period prior to the Authority Conveyance shall be borne by the Authority or the City on behalf of the Authority; ad valorem taxes and assessments levied, assessed or imposed on the Site for the period after the Authority Conveyance shall be borne by the Developer.

3.5 **Condition of the Site**.

3.5.1 **Investigation of the Site**. The Developer shall conduct such investigation of the environmental condition of the Site as it shall deem to be necessary and appropriate.

3.5.2 **Remediation of the Site Prior to the Closing**. In the event that prior to the Authority Conveyance, the reports prepared by environmental consultants engaged by the Developer reveal that remediation of the environmental condition of the Site is required, the parties shall confer and consult for a period of up to thirty (30) days regarding whether either, both or neither party will agree to cause and bear the cost of such remediation activities. If no agreement is reached, either party may, upon written notice, terminate the Escrow and this Agreement.

3.5.3 **No Warranties As To Site**. The physical condition, possession or title of the Site is and shall be delivered from Authority to the Developer in an "as is" condition, with no warranty expressed or implied by the City, including without limitation, the presence of Hazardous Materials on the Site, or the condition of the soil, its geology, the presence of known or unknown seismic faults, or the suitability of the Site for the development purposes intended hereunder.

3.6 **Developer's Obligations After the Authority Conveyance**. After the Authority Conveyance, the Developer shall, at its sole cost and expense, promptly take: (i) all actions required by any federal, state or local governmental City or political subdivision or any Governmental Requirements with respect to the Site pursuant to this Agreement; (ii) all actions necessary to prepare

the soil on the Site for the development required hereunder; and (iii) all actions necessary to make full use of the Site for the development of affordable housing pursuant to this Agreement for the purposes described in this Agreement, which actions, requirements or necessity arise from the presence upon, about or beneath the Site of any Hazardous Materials regardless of when such Hazardous Materials were introduced to the Site and regardless of who is responsible for introducing such Hazardous Materials to the Site. The Developer shall take all actions necessary to promptly restore the Site to an environmentally sound condition for uses contemplated by this Agreement, notwithstanding any lesser standard of remediation allowable under applicable Governmental Requirements. The obligations under this Section 3.6 shall survive the issuance of the Certificate of Completion of Construction.

3.6.1 **Duty to Prevent Hazardous Material Contamination**. After the Authority Conveyance, the Developer shall take all reasonably necessary precautions to prevent the release of any Hazardous Materials into the environment. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, the Developer shall install and utilize such equipment and implement and adhere to such procedures as are consistent with Governmental Requirements as respects the disclosure, storage, use, removal and disposal of Hazardous Materials.

3.6.2 **"As Is" Conveyance**. The Developer expressly understands and agrees that Developer shall purchase the Site from the Authority in an "AS IS" condition on the closing date. Each of the Authority and the City specifically disclaims the making of any representations or warranties, express or implied, regarding the Site or matters affecting the Site, including without limitation, the physical, soils and environmental condition of the Site.

4. SCOPE OF DEVELOPMENT; INSURANCE AND INDEMNITY, FINANCING

4.1 **Scope of Development**. The Developer shall develop the Improvements in accordance with the Scope of Development, and the approved plans, drawings and documents for the Improvements. The Improvements shall generally consist of not fewer than eight (8) single-family houses (each a "House"), as more particularly set forth in the Scope of Development. In the event of any inconsistency between the Scope of Development and the plans for the Improvements which have been approved by the City and/or City, the approved development plans shall control.

4.2 **Design Review**.

4.2.1 **Developer Submissions**. Before commencement of construction of the Improvements or other works of improvement upon the Site, the Developer shall submit to the City any plans and drawings (collectively, the "Design Development Drawings") which may be required by the City with respect to any permits and entitlements which are required to be obtained to develop the Improvements. Developer shall also be responsible to process and obtain approval of the Parcel Map and to comply with any conditions of approval. Developer, on or prior to the date set forth in the Schedule of Performance, shall submit to the City such plans for the Improvements as required by the City in order for Developer to obtain building permits for the Improvements. Within thirty (30) days after the City's disapproval or conditional approval of such plans, Developer shall revise the portions of such plans identified by the City as requiring revisions and resubmit the revised plans to the City.

4.2.2 **City Review and Approval**. The City shall have all rights to review and approve or disapprove all Design Development Drawings and other required submittals in accordance with the City Municipal Code, and nothing set forth in this Agreement shall be construed to constitute the City's approval of any or all of the Design Development Drawings or to limit or affect the City's review and right to approve, approve subject to conditions, or disapprove Design Development Drawings, plans, drawings, applications, or submittals.

4.2.3 **Revisions**. Any and all change orders or revisions required by the City and its inspectors which are required under the Municipal Code and all other applicable Uniform Codes (e.g. Building, Plumbing, Fire, Electrical, etc.) and under other applicable laws and regulations shall be included by the Developer in its Design Development Drawings and other required submittals and shall be completed during the construction of the Improvements.

4.2.4 **Defects in Plans**. The City and the Authority shall not be responsible either to the Developer or to third parties in any way for any defects in the Design Development Drawings, nor for any structural or other defects in any work done according to the approved Design Development Drawings, nor for any delays reasonably caused by the review and approval processes established by this Section 4.2.4.

4.2.5 **Land Use Approvals**. Before commencement of construction of the Improvements or other works of improvement upon the Site, the Developer shall, at its own expense, secure or cause to be secured any and all land use and other entitlements, permits, and approvals which may be required for the Improvements by the City or any other governmental agency affected by or having jurisdiction over such construction or work, except for those which are the responsibility of City as set forth herein, including without limitation a license agreement between the Developer and the City allowing entry onto the Site which indemnifies each of the Authority and the City from and against any claims made in connection with the activities of the Developer. Except as otherwise expressly set forth in Section 4.4 below, the Developer shall, without limitation, apply for and secure, and pay all costs, charges and fees associated therewith, all permits and fees required by the City, County of Riverside, and other governmental agencies with jurisdiction over the Improvements.

The Developer shall be responsible for obtaining and causing to be recorded a Parcel Map in connection with the development and financing of the Improvements.

4.3 **Time of Performance; Progress Reports**. The Developer shall submit all Design Development Drawings, commence and complete all construction of the Improvements, and satisfy all other obligations and conditions of this Agreement within the times established therefor in this Agreement. Construction of the Improvements shall be commenced within thirty (30) days after the earlier to occur of: (i) the recording of the Authority Deed, or (ii) the initial disbursement of any funds to or on behalf of the Developer pursuant to this Agreement under the City Developer Loan. Once construction is commenced, it shall continuously and diligently be pursued to completion and shall not be abandoned for more than fifteen (15) days subject to Section 8.2 hereof. During the course of construction and prior to issuance of the Certificate of Completion of Construction, Developer shall provide timely reports of the progress of construction when requested by the Executive Director. Developer shall complete construction of all of the Improvements on the Site by the time established therefor in the Schedule of Performance.

4.4 **Construction Contract**. All costs of planning, designing, developing, obtaining permits for (including permit fees), and constructing the Improvements shall be borne solely by the Developer.

4.5 **Insurance Requirements**. Until the Certificate of Completion of Construction has been issued upon completion of all of the Improvements and the House has been sold to a Program Participant, Developer shall maintain at Developer's sole expense, with insurers reasonably approved by City, the following policies of insurance in form and substance reasonably satisfactory to City:

(a) workers' compensation insurance and any other insurance required by law in connection with the Improvements;

(b) upon commencement of construction of the Improvements and at all times prior to completion of the Improvements, builder's risk-all risk insurance covering 100% of the replacement cost of all Improvements (including offsite materials) during the course of construction in the event of fire, lightning, windstorm, vandalism, earthquake, malicious mischief and all other risks normally covered by "all risk" coverage policies in the area where the Site is located (including loss by flood if the Site is in an area designated as subject to the danger of flood);

(c) following completion of the Improvements, fire and hazard "all risk" insurance covering 100% of the replacement cost of the Improvements in the event of fire, lightning, windstorm, vandalism, earthquake (if available at commercially reasonable rates), malicious mischief and all other risks normally covered by "all risk" coverage policies in the area where the Site is located (including loss by flood if the Site is in an area designated as subject to the danger of flood);

(d) public liability insurance in amounts reasonably required by the Executive Director from time to time, and in no event less than $2,000,000 for "single occurrence;" and

(e) property damage insurance in amounts reasonably required by the Executive Director from time to time, and in no event less than $2,000,000.

All such insurance shall provide that it may not be canceled or materially modified without thirty (30) days prior written notice to City. The policies required under subparagraphs (b) and (c) shall include a "lender's loss payable endorsement" (Form 438BFU) in form and substance satisfactory to City, showing City as encumbrancer. Each of Authority and City shall be an additional insured in the policies required under subparagraphs (d) and (e). No such insurance shall include deductible amounts to which City has not previously consented in writing. Certificates of insurance for the above policies (and/or original policies, if required by City) shall be delivered to City from time to time within 10 days after demand therefor. All policies insuring against damage to the Improvements shall contain an agreed value clause sufficient to eliminate any risk of co-insurance. No less than thirty (30) days prior to the expiration of each policy, Developer shall deliver to City evidence of renewal or replacement of such policy reasonably satisfactory to the City Manager. The insurance requirements as set forth in this Section 4.5 may be modified from time to time upon mutual written agreement of the City Manager (for the City and the Authority) and the Developer.

Coverage provided hereunder by Developer shall be primary insurance and not be contributing with any insurance maintained by Authority or City, and the policy shall contain such an

endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit each of Authority and City. None of the above-described policies shall require Developer to meet a deductible or self-insured retention amount of more than Five Thousand Dollars ($5,000.00) unless approved in writing by the Executive Director. All policies shall be written by good and solvent insurers qualified to do business in California and shall have a policyholder's rating of A or better in the most recent edition of "Best's Key Rating Guide -- Site and Casualty." The required certificate shall be furnished by Developer at the time set forth herein.

4.5.1 **Waiver of Subrogation**. Developer hereby waives all rights to recover against each of Authority and City (or any officer, employee, agent or representative of City or Authority) for any loss incurred by Developer from any cause insured against or required by any Project Document to be insured against; provided, however, that this waiver of subrogation shall not be effective with respect to any insurance policy if the coverage thereunder would be materially reduced or impaired as a result. Developer shall use its best efforts to obtain only policies which permit the foregoing waiver of subrogation.

4.6 **Obligation to Repair and Restore Damage Due to Casualty**. If during the period of construction or prior to conveyance of the House to a purchaser, the Improvements shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty required to be insured against by Developer, Developer shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the Improvements to substantially the same condition as the Improvements are required to be constructed pursuant to this Agreement, whether or not the insurance proceeds are sufficient to cover the actual cost of repair, replacement, or restoration, and Developer shall complete the same as soon as possible thereafter so that the Improvements can be occupied as an affordable housing project in accordance with this Agreement. In no event shall the repair, replacement, or restoration period exceed twelve (12) months from the date Developer obtains insurance proceeds unless the City Manager, in his sole and absolute discretion, approves a longer period of time. City shall cooperate with Developer, at no expense to City, in obtaining any governmental permits required for the repair, replacement, or restoration. If, however, the then-existing laws of any other governmental agencies with jurisdiction over the Site do not permit the repair, replacement, or restoration, Developer may elect not to repair, replace, or restore the Improvements by giving notice to City (in which event Developer will be entitled to all insurance proceeds but Developer shall be required to remove all debris from the applicable portion of the Site) or Developer may reconstruct such other improvements on the Site as are consistent with applicable land use regulations and approved by the City, Authority, and the other governmental City or agencies with jurisdiction, and the City may pursue remedies of its choosing under this Agreement, including without limitation termination.

4.7 **Indemnity**. Developer shall defend (by counsel satisfactory to City), indemnify and save and hold harmless City and Authority and their respective officers, contractors, agents and employees (collectively, the "Indemnitees") from and against all claims, damages, demands, actions, losses, liabilities, costs and expenses (including, without limitation, attorneys' fees and court costs) arising from or relating to: (i) this Agreement; (ii) the making of the City Developer Loan; (iii) the Site and the conveyance thereof; (iv) a claim, demand or cause of action that any person has or asserts against Developer; (v) any act or omission of Developer, any contractor, subcontractor or material supplier, engineer, architect or other person with respect to the Site; or (vi) the ownership, occupancy or use of the Site; provided that, as long as Developer has completed the Improvements and conveyed the Site in strict conformity with this Agreement (including without limitation

provisions concerning affordable housing cost and income limitations of buyers), liability with respect to this item (vi) shall be limited to the period during which the Developer owns the Site (or applicable portion thereof). Notwithstanding the foregoing portion of this Section 4.7, Developer shall not be obligated to indemnify the City with respect to the consequences of any act of gross negligence or willful misconduct of the City. Developer's obligations under this Section shall survive the satisfaction of the City Developer Note, the release and reconveyance of the City Developer Deed of Trust, issuance of the Certificate of Completion of Construction (except that the issuance of such Certificate shall constitute conclusive evidence that construction of the Improvements has been completed), and termination of this Agreement.

In the event of a default or breach under this Agreement that is caused or contributed to by the Developer, the Developer shall reimburse the City and Authority immediately upon written demand for all costs reasonably incurred by the City or Authority (including the reasonable fees and expenses of attorneys, accountants, appraisers and other consultants, whether the same are independent contractors or employees of City or Authority) in connection with the enforcement of the Project Documents and all related matters including the following: (a) the City's or Authority's commencement of, appearance in, or defense of any action or proceeding purporting to affect the rights or obligations of the parties to any Project Document, and (b) all claims, demands, causes of action, liabilities, losses, commissions and other costs against which the City or Authority is indemnified under the Project Documents. Such reimbursement obligations shall bear interest from the date occurring ten (10) days after the City or Authority gives written demand to the Developer at the same rate as is provided in this Agreement for the Homebuyer Senior Promissory Note, and shall be deemed to be secured by the Homebuyer Deed of Trust. Such reimbursement obligations shall survive the satisfaction of the City Developer Note, the release and reconveyance of the City Developer Deed of Trust, the issuance of the Certificate of Completion of Construction, and termination of this Agreement.

The Developer shall indemnify each of the Authority and the City from any real estate commissions or brokerage fees which may arise from this Agreement or the Site, including without limitation the acquisition of the Site by the Developer, or the sale or marketing of Houses and Homebuyer Properties. The Developer represents that it has engaged no broker, agent, or finder in connection with this transaction, and the Developer agrees to hold each of the Authority and the City harmless from any claim by any broker, agent or finder in connection with this Agreement, the activities by the Developer, or the Site.

4.8 **Rights of Access**. Prior to the issuance of the Certificate of Completion of Construction, for purposes of assuring compliance with this Agreement, representatives of City shall have the right of access to the Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including but not limited to, the inspection of the work being performed in constructing the Improvements so long as City representatives comply with all safety rules. City representatives shall, except in emergency situations, notify the Developer prior to exercising its rights pursuant to this Section 4.8. The rights of the City under this Section 4.8 are in addition to and do not limit the City's police power or exercise thereof.

4.9 **Compliance With Laws**. Developer shall carry out the design, construction and operation of the Improvements in conformity with all applicable Rules and Regulations and all applicable laws, including all applicable state labor standards and federal prevailing wage laws (including without limitation provisions for payment of prevailing wages in connection with all construction of the Improvements to the extent applicable), the City zoning and development

standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Code, and the Fair Housing Act, 42 U.S.C. Section 3601 *et seq.* (and 24 C.F.R. Part 100), the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*, and the California Building Standards Code, Health and Safety Code Section 18900, *et seq.* Developer, including but not limited to its contractors and subcontractors, shall comply with Labor Code Section 1720, *et seq.*, and its implementing regulations, regarding the payment of prevailing wages (the "State Prevailing Wage Law") and, if applicable, federal prevailing wage law ("Federal Prevailing Wage Law" and, together with State Prevailing Wage Law, "Prevailing Wage Laws") with regard to the construction of the Improvements, but only if and to the extent such sections are applicable to the development of the Improvements. In addition, the Developer shall be responsible for compliance with Section 3 and shall include a Section 3 clause in its construction contracts. Developer shall be solely responsible for determining and effectuating compliance with the Prevailing Wage Laws, and the Authority or City make no final representation as to the applicability or non-applicability of the Prevailing Wage Laws to the Improvements, or any part thereof. Developer hereby releases from liability, and agrees to indemnify, defend, assume all responsibility for and hold each of the Authority and the City, and their respective officers, employees, agents and representatives, harmless from any and all claims, demands, actions, suits, proceedings, fines, penalties, damages, expenses resulting from, arising out of, or based upon Developer's acts or omissions pertaining to the compliance with the Prevailing Wage Laws for the Improvements.

Without limitation as to Section 4.7 of this Agreement, Developer shall indemnify, protect, defend and hold harmless each of the Authority, the City and their respective officers, employees, contractors and agents, with counsel reasonably acceptable to Commission, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorneys' fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction, and/or operation of the Improvements, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Developer of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages and/or federal prevailing wages); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (3) failure by Developer to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the development of the Improvements, including, without limitation, any and all public works (as defined by applicable law), Developer shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this Section 4.9, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Improvements by the Developer.

4.10 **Nondiscrimination in Employment**. Developer certifies and agrees that all persons employed or applying for employment by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, pregnancy, childbirth or related medical condition, medical condition (cancer related) or physical or mental disability.

4.11 Taxes and Assessments. Developer shall pay prior to delinquency all ad valorem real estate taxes and assessments on the Site. Developer shall remove or have removed any levy or attachment made on any of the Site or any part thereof which is owned or leased by Developer, or assure the satisfaction thereof within a reasonable time, but in no event to exceed sixty (60) days. The Developer shall additionally defend, indemnify, and hold harmless the City and the Authority from and against any taxes, assessments, mechanic's liens, claims of materialmen and suppliers, or other claims by private parties in connection with (a) activities undertaken by the Developer or (b) the Site.

4.12 Liens and Stop Notices. Developer shall not allow to be placed on the Site or any part thereof any lien or stop notice. If a claim of a lien or stop notice is given or recorded affecting the Improvements the Developer shall within thirty (30) days of such recording or service or within five (5) days of City's demand whichever last occurs:

(a) pay and discharge the same; or

(b) affect the release thereof by recording and delivering to City a surety bond in sufficient form and amount, or otherwise; or

(c) provide City and Authority with indemnification from the Title Company against such lien or other assurance which City deems, in its sole discretion, to be satisfactory for the payment of such lien or bonded stop notice and for the full and continuous protection of City from the effect of such lien or bonded stop notice.

4.13 Certificate of Completion of Construction. Promptly after receipt of written request therefor from the Developer after completion of the Improvements in conformity with this Agreement, City shall furnish the Developer with a Certificate of Completion of Construction. The Certificate of Completion of Construction shall be a conclusive determination of satisfactory completion of the Improvements and the Certificate of Completion of Construction shall so state. Any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Site or such applicable portion shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement except for those continuing covenants as set forth in documents recorded against the Site prior to the recordation of the Certificate of Completion of Construction. If City refuses or fails to furnish a Certificate of Completion of Construction after written request from Developer, City shall, within thirty (30) days of written request therefor, provide Developer with a written statement of the reasons City refused or failed to furnish the Certificate of Completion of Construction. The statement shall also contain City's opinion of the actions Developer must take to obtain the Certificate of Completion of Construction. The Certificate of Completion of Construction is not a notice of completion as referred to in Section 3093 of the California Civil Code. Upon receipt of request therefor, the City will prepare a partial certificate, which shall conclusively evidence the completion of those Improvements located on a particular Homebuyer Property as required under this Agreement to be constructed on such Homebuyer Property.

4.14 Further Assurances. Developer shall execute and acknowledge (or cause to be executed and acknowledged) and deliver to City all documents, and take all actions, reason-ably required by City from time to time to confirm the rights created or now or hereafter intended to be created under the Project Documents, to protect and further the validity, priority and enforceability of

the Project Documents, the Homebuyer Agreement (including the attachments thereto), or otherwise to carry out the purposes of the Project Documents.

5. DEVELOPER'S GENERAL REPRESENTATIONS AND WARRANTIES

As a material inducement to each of Authority and City to enter into this Agreement, Developer represents and warrants to City that:

5.1 **Formation, Qualification and Compliance**. Developer (a) is a California nonprofit public benefit corporation validly existing and in good standing under the laws of the State of California; (b) has all requisite authority to conduct its business and own, purchase, improve and sell its properties. Developer is in compliance in all material respects with all laws applicable to its business and has obtained all approvals, licenses, exemptions and other authorizations from, and has accomplished all filings, registrations and qualifications with any governmental City that are necessary for the transaction of its business; (c) Developer has and will in the future duly authorize, execute and deliver this Agreement and any and all other agreements and documents required to be executed and delivered by the Developer in order to carry out, give effect to, and consummate the transactions contemplated by this Agreement; (d) Developer does not have any material contingent obligations or any material contractual agreements which could materially adversely affect the ability of the Developer to carry out its obligations hereunder; (e) There are no material pending or, so far as is known to the Developer, threatened, legal proceedings to which the Developer is or may be made a party or to which any of its property is or may become subject, which have not been fully disclosed by the Developer to the City in this Agreement which could materially adversely affect the ability of the Developer to carry out its obligations hereunder; and (f) There is no action or proceeding pending or, to the Developer's best knowledge, threatened, looking toward the dissolution or liquidation of the Developer and there is no action or proceeding pending or, to the Developer's best knowledge, threatened by or against the Developer which could affect the validity and enforceability of the terms of this Agreement, or materially and adversely affect the ability of the Developer to carry out its obligations hereunder.

Each of the foregoing items (a) to (f), inclusive, shall be deemed to be an ongoing representation and warranty. The Developer shall advise the City in writing if there is any change pertaining to any matters set forth or referenced in the foregoing items (a) to (f), inclusive.

5.2 **Execution and Performance of Project Documents**. Developer has all requisite authority to execute and perform its obligations under the Project Documents. The execution and delivery by Developer of, and the performance by Developer of its obligations under, each Project Document has been authorized by all necessary action and do not and will not violate any provision of, or require any consent or approval not heretofore obtained under, any articles of incorporation, by-laws or other governing document applicable to Developer.

5.3 **Covenant Not to Transfer Except in Conformity**. The Developer shall not sell, lease, or otherwise transfer or convey all or any part of the Site, or any interest therein, unless the Developer has first obtained the prior written consent of the City Manager, which consent shall be given as to transfers to homebuyers proposed to be made in conformity with this Agreement (but, as to other transfers, may be withheld in the City Manager's sole and absolute discretion). Any sale, lease, transfer or conveyance without such consent shall, at City's option, be void. In connection with the foregoing consent requirement, Developer acknowledges that City relied upon Developer's particular expertise in entering into this Agreement and continues to rely on such expertise to ensure

the satisfactory completion of all of the Improvements, and the marketing and sale of the Homebuyer Properties to Low Income Households each at a price which does not exceed Affordable Housing Cost to afford the community a substantial long-term, quality affordable housing resource.

6. SALE OF THE HOMEBUYER PROPERTIES; AFFORDABLE HOUSING PROGRAM PARTICIPANT DOCUMENTS; EQUITY SHARE

6.1 Sale at Affordable Housing Cost to Low Income Households; City Program Participant Documents.

6.1.1 Affordable Housing. The Developer covenants and agrees that each of the Homebuyer Properties shall be sold to an Initial Homebuyer and shall be restricted with the income and affordability requirements as set forth herein. The Developer covenants and agrees that the above-referenced occupancy, ownership and affordability requirements governing the Homebuyer Properties shall bind and be enforceable against each of the Homebuyer Properties throughout the Affordability Period.

6.1.2 Sale of the Homebuyer Properties. As set forth in the foregoing portion of Section 6.2, the Developer agrees to sell each of the Homebuyer Properties to Program Participants at a price which, in each and every case, does not exceed Affordable Housing Cost. During the Affordability Period each subsequent resale of a Homebuyer Property by the then-owner thereof shall be to a Program Participant at a price which does not exceed Affordable Housing Cost. All sales of the Homebuyer Properties shall be in compliance with Section 6.1 hereof and each purchaser shall be reviewed by City and must execute the Program Participant Documents. Developer covenants and agrees that no sales of the Homebuyer Properties shall be made to any of its employees or to persons or families related, within the fourth degree of consanguinity, to any shareholder or partner of the Developer or anyone related by blood or marriage to any such shareholder or partner.

Upon completion of those Improvements required to be constructed on the corresponding Homebuyer Property pursuant to this Agreement, the Developer shall convey by grant deed a Homebuyer Property to an Initial Homebuyer; provided that such sale shall have been accomplished in strict conformity with all requirements of this Agreement, including without limitation that all of the Conditions to Developer's Sale to Program Participant, as set forth in Section 6.4, have been satisfied, and further provided that: (i) the Program Participant executes and deposits with the Homebuyer Escrow Holder the Homebuyer Purchase and Sale Agreement, (ii) the City Developer CC&Rs are executed, recorded, and delivered to the City; (iii) the Program Participant executes and causes to be delivered to the City each of the Homebuyer Senior Note and the Homebuyer Junior Note, and (iv) the Program Participant executes, and causes to be recorded and delivered to the City each of the Homebuyer Senior Deed of Trust and the Homebuyer Junior Deed of Trust, then the City shall, as to the corresponding Homebuyer Property (but not as to the remainder of the Site), release the corresponding Homebuyer Property from the City Developer Deed of Trust. The Developer covenants to develop or to cause the development and use of the Homebuyer Properties by Program Participants in conformity with this Agreement.

In connection with each sale of a Homebuyer Property to an Initial Homebuyer, the City shall prepare and Developer shall approve escrow instructions requiring the following order of recordation: (i) the deed conveying title as to the corresponding Homebuyer Property from the Developer to such Initial Homebuyer, which shall be subject to restrictions then of record, including without limitation as set forth in the Authority Deed; then (ii) the Homebuyer Senior Deed of Trust

(or a new deed of trust prepared by City); then (iii) the Junior Deed of Trust (which affirmatively states that it is subject and subordinate to the Homebuyer Senior Deed of Trust).

The Program Participant shall fully cooperate in providing to the staff members or consultant designated by the City Manager applications and information from prospective homebuyers sufficient for the City to review and confirm that the incomes of Program Participants, loan amounts, and prices conform to this Agreement. Each transfer of a Homebuyer Property (or any portion of the Site) shall be transacted through the Escrow Holder and in conformity with this Agreement.

6.1.3 **Program Participant Price**. Developer agrees that the price that Developer will charge in connection with each Homebuyer Property will be not greater than the Affordable Housing Cost of such unit as applicable to Low Income Households as determined under Sections 50052.5 and 50079.5 of the California Health and Safety Code. It is contemplated by City and Developer that the Program Participant's purchase price will consist of a down payment by the Program Participant to be disbursed at closing to Developer, the Homebuyer Senior Loan, the Habitat Homebuyer Loan, only, and with no financing provided by any other party.

6.1.4 **Process to Complete First Transfer by Sale of House by Developer**. Upon the first sale of each Homebuyer Property by the Developer, the following procedures shall apply:

6.1.4.1 Qualifications of Proposed Transferee. No sale of a Homebuyer Property shall occur unless and until Developer first determines that the proposed transferee: (i) intends to occupy the corresponding Homebuyer Property as the proposed transferee's principal residence; and (ii) is a Low Income Household. Each proposed transferee shall submit a Proposed Transferee's Application to the Developer, the Authority and the City certifying its intent with regard to the occupancy of the corresponding Homebuyer Property and as to the truth and accuracy of all information supplied as to the gross income (calculated as set forth in 25 Cal. Code of Regs., Section 6914) of the proposed transferee.

6.1.4.2 Sales Price. Each Homebuyer Property shall be sold at an Affordable Housing Cost. In determining Affordable Housing Cost, the family size of the proposed Transferee shall be deemed to be 2 persons in the case of a 1 bedroom, 3 persons for a 2 bedroom, 4 persons for a 3 bedroom, or 5 persons for a 4 bedroom Restricted Unit. In addition, the City's calculation of the Affordable Housing Cost in connection with each respective Homebuyer Property shall be based upon the following assumptions: (i) principal and interest payments equal to those which would be due upon a mortgage loan amortized over a thirty (30) year period with an interest rate equal to the then prevailing fixed interest rates for thirty (30) year fixed-rate mortgage loans; (ii) a mortgage loan in an amount not greater than ninety five percent (95%) of the sales price after crediting the Sweat Equity Amount; and (iii) reasonable amounts for property taxes and assessments, fire and casualty insurance covering replacement value of property improvements, homeowner association fees (if any), and a utility allowance.

6.1.4.3 Certificates from Parties. With respect to each sale of each Homebuyer Property, Developer shall submit to the City, not later than two (2) weeks prior to close of escrow on the sale of the corresponding Homebuyer Property, a certificate that (i) the Developer has made the affirmative determinations required by Section 6.1.4.1 above and (ii) the sales price conforms to Section 6.1.4.2 above. The Developer shall concurrently submit to the City the Proposed Transferee's Application and all attachments thereto, the sales contract, and all other

documents or material with regard to information required by Sections 6.1.4.1 and/or 6.1.4.2 above, whether or not relied on by the Developer. Further, the Developer and proposed transferee each shall certify in writing, in a form acceptable to the City, that the sale shall be closed in accordance with, and only with, the terms of the sales contract and other documents submitted to and approved by the City and that all consideration delivered by the proposed transferee to Developer has been fully disclosed to the City. The written certificate shall also include a provision that, in the event a transfer is made in violation of the terms of this Agreement or false or misleading statements are made in any documents or certificate submitted to the City (on behalf of each of the City and the Authority) for its approval of the transfer, the City as well as the Authority shall have the right to file an action at law or in equity to seek termination and/or rescission of the sales contract and/or declare the sale void, notwithstanding the fact that the transfer may have closed and become final as between Developer and its transferee. In the event Developer fails to comply with Sections 6.1.4.1 or 6.1.4.2 above, any costs, liabilities or obligations incurred by the Developer and its transferee for the return of any monies paid or received or for any costs and legal expenses, shall be borne jointly and severally by the Developer and its transferee and such parties shall hold each of the Authority and City harmless and reimburse their expenses, legal fees and costs for any action the City and/or Authority take in enforcing the terms of this Section 6.1.4.

6.1.4.4 Delivery of Documents. In addition to the documents required to be provided by Section 6.1.4.3 above, upon the close of the proposed transfer, the Developer and transferee, as applicable, shall provide the City (on behalf of each of the City and the Authority) and Developer with a copy of the final sales contract, settlement statement, escrow instructions, a fully executed set of Program Participant Documents and any other documents which the City may reasonably request.

6.1.5 Process to Obtain Approval of Transfer of each Homebuyer Property After the First Transfer of such Homebuyer Property by Developer. The process for obtaining City approval of the transfer of each Homebuyer Property during the Affordability Period and following the first transfer of such Homebuyer Property by the Developer is set forth in the City Developer CC&Rs.

6.2 Uses. The Developer covenants and agrees to devote, use, operate, and maintain the Site in accordance with the Redevelopment Plan, the Grant Deed, the City Developer CC&Rs and this Agreement. All uses conducted on the Site, including, without limitation, all activities undertaken by the Developer pursuant to this Agreement, shall conform to the Redevelopment Plan, all applicable provisions of the Moreno Valley Municipal Code, and the recorded documents pertaining to and running with the Site.

6.3 Nondiscrimination. The Developer by and for itself and any successors in interest covenants that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, physical or mental disability or medical condition, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall the Developer itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site. The foregoing covenants shall run with the land.

All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

(b) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

(c) In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

6.4 Conditions to the Developer's Sale to Program Participants. The sale of each Homebuyer Property by Developer to Program Participant (the "Conditions to Sale to Program Participants") shall be subject to the satisfaction or waiver by the City Manager, of the following conditions precedent (a) through (i):

(a) Improvements Completed. The improvements for the corresponding Homebuyer Property shall have been completed as determined in good faith by the City Manager, following issuance of a certificate of occupancy by City as to the House located thereon.

(b) Escrow Instructions. The City Manager shall have approved the instructions for such escrow.

(c) Lien Priorities, Title Insurance and Documents Among Interested Parties. The Program Participant shall have agreed to assume the obligations of borrower under the Homebuyer Senior Note and the Junior Homebuyer Note and shall have additionally agreed to conform to all requirements under the Authority Deed, the City Developer CC&Rs, the Homebuyer Acknowledgment of CC&Rs, the Homebuyer Loan Agreement (including without limitation all attachments thereto) and the provisions of Section 2.7 hereof. The Homebuyer Senior Deed of Trust shall be a first deed of trust, subject only to the Authority Deed and the City Developer CC&Rs. The Homebuyer Junior Deed of Trust shall be a second deed of trust subject only to the Authority Deed, the City Developer CC&Rs and the Homebuyer Senior Deed of Trust.

(d) Insurance. City shall have received sufficient evidence of the issuance of a homeowner's insurance policy with a guaranteed replacement provision for the corresponding Homebuyer Property, and a lender's loss payable endorsement in its favor.

(e) Affordability and Income Requirements. The City Manager shall be satisfied that the Program Participant meets the applicable income requirements for a Low Income Household, and that the purchase price of the corresponding Homebuyer Property is at a price which does not exceed Affordable Housing Cost. Each of the Program Participant and the Developer shall cooperate in furnishing the City Manager with complete information in the form sought by the City for the purposes of verifying income eligibility and affordability.

(f) Other Matters. City shall have received such other documents and information as the Executive Director may reasonably request.

(g) Representations and Warranties. The representations and warranties of Developer contained in this Agreement shall be correct as of the close of the Homebuyer Escrow as though made on and as of that date, and City Manager shall have received a certificate to that effect signed by an officer of Developer.

(h) Conditions Precedent. All Conditions Precedent (as set forth in Section 3.1 of this Agreement) shall remain satisfied.

(i) No Default. No Event of Default by Developer shall have occurred, and no event shall have occurred which, with the giving of notice or the passage of time or both, would constitute an Event of Default by Developer, and City Manager shall have received a certificate to that effect, in form and substance reasonably satisfactory to the City Manager, signed by an officer of Developer.

6.5 Effect of Violation of the Terms and Provisions of this Agreement After Completion of Construction. The covenants established in this Agreement and the deeds shall, without regard to technical classification and designation, be binding for the benefit and in favor of the City, its successors and assigns, as to those covenants which are for its benefit. The covenants contained in this Agreement shall remain in effect for the periods of time specified therein. The covenants against discrimination shall remain in effect in perpetuity.

The City is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. The Agreement and the

covenants shall run in favor of the City, without regard to whether the City has been, remains or is an owner of any land or interest therein in the Site or in the Project Area. The City shall have the right, if the Agreement or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be entitled.

After issuance of a Certificate of Completion of Construction for all of the Improvements required by this Agreement to be developed on the corresponding Homebuyer Property, all of the terms, covenants, agreements and conditions set forth in this Agreement relating to the construction and development thereon shall cease and terminate as to such Homebuyer Property. All of the other applicable terms, covenants, and conditions set forth in this Agreement relating to use, operation, ownership, and maintenance of the Site shall survive and shall remain in full force and effect.

6.6 **Equity Share Amounts**. In the event the City receives payment of an Equity Share Amount (as provided under the Homebuyer Senior Note) on or before the forty-fifth (45th) anniversary of the Date of Agreement, the City will notify the Developer within thirty (30) days following the end of the calendar year during which payment was received by City. If the Developer requests payment in writing to the City, the City will pay to the Developer an amount equal to seventy-five percent (75%) of the amounts received by City during the preceding calendar year as Equity Share payments (but no other amounts), provided that: (i) the Developer is operating and in good standing as a qualified nonprofit, public benefit corporation under Internal Revenue Code Section 501(c)(3) and Developer is a corporation in good standing under the records of the California Secretary of State; (ii) the Developer is engaged in the provision of affordable housing. The process set forth in this Section 6.6 will be repeated annually until the earlier to occur of (i) the forty-fifth (45th) anniversary of the Date of Agreement, or (ii) the satisfaction of the corresponding Homebuyer Senior Loan(s) or the release or reconveyance of the deed of trust securing repayment of the Homebuyer Senior Loan(s), after which City shall make no payments to Developer. In the event a Program Participant who first acquires a particular House from the Developer as its first occupant occupies a House and has strictly complied with all provisions of the corresponding Homebuyer Loan Agreement, the City and the Developer will, with the concurrence of such initial Program Participant of such House, revise the allocation of Equity Share Amounts prospectively to be fifty percent (50%) Program Participant, twenty-five percent (25%) Developer and twenty-five percent (25%) City. No such adjustment shall be made for any Program Participant other than the initial Program Participant for each House.

6.7 **Allocation of Payments Received Under Homebuyer Junior Notes and Any Receipt of Revenues by Developer**. In the event the Developer receives any payments from any Program Participant or other transferee of the Site (or any portion thereof) from one or more transferee of the Site or any portion thereof (including without limitation any Program Participants), the Developer shall immediately remit the full amount of such payment to the City, and such amounts shall be treated as payments under the corresponding Homebuyer Junior Note (and, if no Homebuyer Junior Note is then outstanding, as payments under the City Developer Note). Concurrent with the conveyance of a House to the initial Program Participant as to such House in conformity with this Agreement and the corresponding Homebuyer Loan Agreement, the City shall release the Developer from that portion of the Developer's liability under the City Developer Note and the City Deed of Trust and the amount of the City Developer Note shall be deemed to be reduced by one-eighth ($1/8^{th}$) for each House so conveyed in conformity until no balance remains under the City Developer Note. The release of Developer as to one House shall not effect a release as to any other Houses or any other portion of the Site; each release shall be handled on a per-House basis.

Concerning amounts received by City as payments under one or more Homebuyer Junior Note(s), the City shall administer the amounts so received as follows: as to any such amounts received by City on or before the forty-fifth (45th) anniversary of the Date of Agreement, the City will notify the Developer within thirty (30) days following the end of the month during which payment was received by City. If the Developer requests payment in writing to the City, the City will pay to the Developer an amount equal to thirty percent (30%) of the amounts received by City during the preceding calendar year as payments under Homebuyer Junior Notes (but no other amounts), provided that: (i) the Developer is operating and in good standing as a qualified nonprofit, public benefit corporation under Internal Revenue Code Section 501(c)(3) and Developer is a corporation in good standing under the records of the California Secretary of State; (ii) the Developer is engaged in the provision of affordable housing. The process set forth in this Section 6.6 will be repeated annually until the earlier to occur of (i) the forty-fifth (45th) anniversary of the Date of Agreement, or (ii) the satisfaction of each corresponding the Homebuyer Junior Loan or the release or reconveyance of the corresponding deed(s) of trust securing repayment of the Homebuyer Junior Loans, after which City shall make no payments to Developer.

7. DEFAULTS AND REMEDIES

7.1 **Events of Default**. The occurrence of any of the following, whatever the reason therefor, shall constitute an event of default by Developer (an "Event of Default"):

7.1.1.1 Developer fails to make payment under the City Developer Note when due, and such failure is not cured within five (5) days after Developer's receipt of written notice that such payment was not received when due; or

7.1.1.2 Developer fails to perform any other obligation for the payment of money (other than payments of principal or interest) under any Project Document, and such failure is not cured within ten (10) days after Developer's receipt of written notice that such obligation was not performed when due; or

7.1.1.3 Developer fails to perform any obligation (other than obligations described in sub-paragraphs (a) and (b), above) under any Project Document, and such failure is not cured within thirty (30) days after Developer's receipt of written notice that such obligation was not performed; provided that, if cure cannot reasonably be effected within such thirty (30)-day period, such failure shall not be an Event of Default so long as Developer (in any event, within ten (10) days after receipt of such notice) commences cure, and thereafter diligently (in any event within ninety (90) days after receipt of such notice) prosecutes such cure to completion; or

7.1.1.4 Any representation or warranty in any Project Document proves to have been incorrect in any material respect when made; or

7.1.1.5 Work on the Improvements ceases for thirty (30) consecutive days for any reason (other than governmental orders, decrees or regulations, acts of God, strikes or other causes beyond Developer's control, provided that the same do not, in the aggregate and in the City Manager's reasonable judgment, threaten to delay the completion of the Improvements beyond the required completion date set forth in this Agreement); or

7.1.1.6 Developer is enjoined or otherwise prohibited by any governmental City from constructing and/or occupying the Improvements and such injunction or prohibition continues unstayed for thirty (30) days or more for any reason; or

7.1.1.7 Developer transfers or conveys the Site (or attempts to transfer or convey the Site) in any manner that is not in conformity with this Agreement; or

7.1.1.8 Developer is dissolved, liquidated or terminated, or all or substantially all of the assets of Developer are sold or otherwise transferred without the Executive Director's prior written consent;

7.1.1.9 Developer is the subject of an order for relief by a bankruptcy court, or is unable or admits its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; or Developer applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitate or similar officer for it or any part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of Developer and the appointment continues undischarged or unstayed for ninety (90) days; or Developer institutes or consents to any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, custodianship, conservatorship, liquidation, rehabilitation or similar proceeding relating to it or any part of its property; or any similar proceeding is instituted without the consent of Developer and continues undismissed or unstayed for ninety (90) days; or any judgment, writ, warrant of attachment or execution, or similar process is issued or levied against any property of Developer is not released, vacated or fully bonded within ninety (90) days after its issue or levy.

7.2 **Remedies Upon Default**. Upon the occurrence of any Event of Default, each of Authority and City may, at its respective option and in its sole and absolute discretion, do any or all of the following:

(a) By written notice to Developer, declare the principal of all amounts owing under the Project Documents, together with all accrued interest and other amounts owing in connection therewith, to be immediately due and payable, regardless of any other specified due date;

(b) In its own right or by a court-appointed receiver, take possession of the Site, enter into contracts for and otherwise proceed with the completion of the Improvements on the Site (or portions thereof) by expenditure of its own funds;

(c) Exercise any of its rights under the Project Documents and any rights provided by law, including the right to foreclose on any security and exercise any other rights with respect to any security, all in such order and manner as City elects in its sole and absolute discretion; and

(d) Seek and obtain an order for specific performance.

7.3 **Cumulative Remedies; No Waiver**. City's and Authority's respective rights and remedies under the Project Documents are cumulative and in addition to all rights and remedies provided by law from time to time. The exercise by City or Authority of any right or remedy shall not constitute a cure or waiver of any default, nor invalidate any notice of default or any act done pursuant to any such notice, nor prejudice City or Authority in the exercise of any other right or

remedy. No waiver of any default shall be implied from any omission by City or Authority to take action on account of such default if such default persists or is repeated. No waiver of any default shall affect any default other than the default expressly waived, and any such waiver shall be operative only for the time and to the extent stated. No waiver of any provision of any Project Document shall be construed as a waiver of any subsequent breach of the same provision. City's or Authority's consent to or approval of any act by Developer requiring further consent or approval shall not be deemed to waive or render unnecessary City's or Authority's consent to or approval of any subsequent act. City's or Authority's acceptance of the late performance of any obligation shall not constitute a waiver by City or Authority of the right to require prompt performance of all further obligations; City's or Authority's acceptance of any performance following the sending or filing of any notice of default shall not constitute a waiver of City's or Authority's right to proceed with the exercise of its remedies for any unfulfilled obligations; and City's or Authority's acceptance of any partial performance shall not constitute a waiver by City of any rights relating to the unfulfilled portion of the applicable obligation.

7.4 **Termination**.

7.4.1 **No Termination by the Developer**. The Developer shall not have the power to terminate this Agreement.

7.4.2 **Termination by the City**. In the event that:

(a) The Developer (or any successor in interest) assigns or attempts to assign, encumber, transfer, or convey the Agreement or any rights therein or in the Site (or any portion thereof) in violation of this Agreement; or

(b) There is a change in the ownership of the Developer contrary to the provisions of Section 5.3 hereof; or

(c) The Developer does not submit certificates of insurance, construction plans, drawings and related documents as required by this Agreement, in the manner and by the dates respectively provided in this Agreement therefor and such default or failure shall not be cured within thirty (30) days after the date of written demand therefor by the City; or

(d) The Developer does not satisfy the Conditions Precedent by the time established therefor in the Schedule of Performance; or

(e) The conveyance of the Site to the Developer is not accomplished by the time established therefor in the Schedule of Performance; or

(f) The completion of one or more of the Houses is not accomplished by the respective time(s) established therefor in the Schedule of Performance; or

(g) The Developer is otherwise in default under this Agreement and has not cured or commenced to cure such default within the time period set forth in Section 7.1 herein (or has not diligently prosecuted such cure to completion);

then, at the option of the City, thirty (30) days after written notice thereof is delivered to the Developer, this Agreement shall be terminated, and thereafter neither party shall have any further rights against the other under this Agreement. The setting forth of events as grounds for termination

shall not limit the ability of the City to seek remedies in the event this Agreement has not been terminated. The termination of this Agreement shall not limit the rights of City and/or Authority to enforce the City Developer Note, the City Developer Deed of Trust, the City Developer CC&Rs, the Authority Deed, or any Homebuyer Loan Agreement (including instruments executed in connection thereunder).

8. MISCELLANEOUS.

8.1 Transfers of Interest in Site or Agreement.

8.1.1 Prohibition. The qualifications and identity of the Developer are of particular concern to the City and Authority. It is because of those qualifications and identity that each of Authority and City has entered into this Agreement with the Developer. Accordingly, for the period commencing upon the Date of Agreement and until the expiration of the Affordability Period (a) no voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement, (b) neither Developer nor any successor or assign thereof shall make any total or partial sale, transfer, conveyance, assignment, refinancing or lease of the whole or any part of the Site or the Improvements thereon (collectively referred to herein as a "Transfer"), without the prior written approval of the City, except to the extent otherwise expressly set forth in Section 603.2 hereof. The City agrees that it shall not withhold approval of any transfer to a Low Income Household at an Affordable Housing Cost upon submittal of documentation reasonably acceptable to City that such transfer satisfies all requirements of this Agreement.

8.1.2 Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, City approval of a Transfer shall not be required in connection with the conveyance or dedication of any portion of the Site to the City or other appropriate governmental City, or the granting of easements or permits to facilitate construction of the Improvements.

8.1.3 Successors and Assigns. All of the terms, covenants and conditions of this Agreement shall be binding upon the Developer and its permitted successors and assigns. Whenever the term "Developer" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

8.1.4 Assignment by Authority. Authority may assign or transfer any of its interests hereunder to the City at any time without the consent of the Developer.

8.2 Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by a party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to: war; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; litigation; unusually severe weather; acts or omissions of the other party; acts or failures to act of a public or governmental City or entity (other than the City acting as required pursuant to this Agreement); or any other causes beyond the reasonable control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other parties within thirty (30) days of the commencement of the cause. Any requests for extension shall be in writing. Times of performance

under this Agreement may also be extended in writing by the mutual agreement of City and Developer.

Notwithstanding the foregoing portion of this Section 8.2, the Developer is not entitled pursuant to this Section 8.2 to an extension of time to perform because of past, present, or future difficulty in obtaining suitable temporary, construction, or permanent financing for the acquisition, development or operation of the Site.

8.3 **Nonliability of Officials and Employees of the City**. No member, official or employee of the City or of the Authority shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City (or the Authority) or for any amount which may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

8.4 **Obligations Unconditional and Independent.** Notwithstanding the existence at any time of any obligation or liability of City or Authority to Developer, or any other claim by Developer against City or Authority, in connection with the Site or otherwise, Developer hereby waives any right it might otherwise have (a) to offset any such obligation, liability or claim against Developer's obligations under this Agreement (including without limitation the attachments hereto), or (b) to claim that the existence of any such outstanding obligation, liability or claim excuses the nonperformance by Developer of any of its obligations under the Project Documents.

8.5 **Notices.** All notices, demands, approvals and other communications provided for in the Project Documents shall be in writing and be delivered to the appropriate party at its address as follows:

If to Developer:	Habitat for Humanity, Riverside, Inc. 2180 Iowa Avenue Riverside, California 92507 Attention: Executive Director of Habitat
If to Authority:	City of Moreno Valley 14177 Frederick Street Moreno Valley, CA 92552 Attention: Executive Director
If to City:	City of Moreno Valley 14177 Frederick Street Moreno Valley, CA 92552 Attention: City Manager

Addresses for notice may be changed from time to time by written notice to all other parties. All communications shall be effective when actually received; provided, however, that nonreceipt of any communication as the result of a change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication.

8.6 **Survival of Representations and Warranties.** All representations and warranties in the Project Documents shall survive the conveyance of the Site and have been or will be relied on by each of Authority and City notwithstanding any investigation made by City or Authority.

8.7 **No Third Parties Benefited**. This Agreement is made for the purpose of setting forth rights and obligations of Developer, Authority and City, and no other person shall have any rights hereunder or by reason hereof. There shall be no third party beneficiaries of this Agreement.

8.8 **Binding Effect; Assignment of Obligations**. This Agreement shall bind, and shall inure to the benefit of, Developer, Authority and City and their respective successors and assigns. Developer shall not assign any of its rights or obligations under any Project Document without the prior written consent of the City Manager, which consent may be withheld in the City Manager's sole and absolute discretion. Any such assignment without such consent shall, at City's option, be void. In connection with the foregoing consent requirement, Developer acknowledges that City and Authority relied upon Developer's particular expertise in entering this Agreement and continues to rely on such expertise to ensure the satisfactory completion of the Improvements and the qualification of eligible buyers and each Homebuyer Property in conformity with this Agreement.

8.9 **Counterparts.** Provided that the written approval of the City Manager is first obtained, any Project Document, other than the City Developer Note, may be executed in counterparts, all of which, taken together, shall be deemed to be one and the same document.

8.10 **Superiority of City Agreement**. Developer agrees and acknowledges that any agreements between Developer and a purchaser of each Homebuyer Property, or third parties, shall be subject and subordinate in all cases to this Agreement (including, without limitation, the Attachments hereto) and that in the event of conflict, this Agreement (including, without limitation, the Attachments hereto) shall control.

8.11 **Prior Agreements; Amendments; Consents.** This Agreement (together with the other Project Documents) contains the entire agreement among Authority, City and Developer with respect to the Site, and all prior negotiations, understandings and agreements with respect to such matters are superseded by this Agreement and such other Project Documents. No modification of any Project Document (including waivers of rights and conditions) shall be effective unless in writing and signed by the party against whom enforcement of such modification is sought, and then only in the specific instance and for the specific purpose given. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes pages 1 through 43 and Attachments 1 through 13, which constitutes the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the Authority, the City and the Developer, and all amendments hereto must be in writing by the appropriate authorities of the Authority, the City and the Developer; provided that after conveyance of the Site to the Developer, only the consent of the City shall be required.

8.12 **Governing Law.** All of the Project Documents shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Developer irrevocably and unconditionally submits to the jurisdiction of the Superior Court of the State of California for the County of Riverside or the United States District Court of the Central District of California, as City may deem appropriate, in connection with any legal action or proceeding arising out of or relating to

this Agreement or the other Project Documents. Assuming proper service of process, Developer also waives any objection regarding personal or *in rem* jurisdiction or venue.

8.13 **Severability of Provisions.** No provision of any Project Document that is held to be unenforceable or invalid shall affect the remaining provisions, and to this end all provisions of the Project Documents are hereby declared to be severable.

8.14 **Headings.** Article and section headings are included in the Project Documents for convenience of reference only and shall not be used in construing the Project Documents.

8.15 **Conflicts.** In the event of any conflict between the provisions of this Agreement and those of any other Project Document, this Agreement shall prevail; provided however that, with respect to any matter addressed in both such documents, the fact that one document provides for greater, lesser or different rights or obligations than the other shall not be deemed a conflict unless the applicable provisions are inconsistent and could not be simultaneously enforced or performed.

8.16 **Time of the Essence.** Time is of the essence of all of the Project Documents.

8.17 **Conflict of Interest.** No member, official or employee of City or Authority shall have any direct or indirect financial interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law.

8.18 **Warranty Against Payment of Consideration.** Developer warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.

8.19 **Real Estate Commissions.** Each of the City, the Authority and the Developer represents to the other party that it has not engaged the services of any finder or broker and that it is not liable for any real estate commissions, broker's fees, or finder's fees which may accrue by means of the acquisition of all or part of the Site, and agrees to hold harmless the other party from such commissions or fees as are alleged to be due from the party making such representations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

DEVELOPER:

HABITAT FOR HUMANITY, RIVERSIDE, INC.,
a California nonprofit public benefit corporation

By: _____

Its:

By: _____

Its:

CITY:

CITY OF MORENO VALLEY, a municipal corporation

By: _____
Henry T. Garcia
Its: City Manager

AUTHORITY:

HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, a public body, corporate and politic

By: _____
Henry T. Garcia
Its: Executive Director

ATTEST:

_____
Jane Halstead, City Clerk and Authority Secretary

DOCSOC/1612230v5/022432-0032

ATTACHMENT NO. 1

MAP

[to come]

ATTACHMENT NO. 2

LEGAL DESCRIPTION OF THE SITE

That real property located in the City of Moreno Valley, County of Riverside, State of California, described as follows:

[to come]

ATTACHMENT NO. 3

SCHEDULE OF PERFORMANCE

For the purposes of this Schedule of Performance, the "Date of Agreement" is May 1, 2013. The City Manager may extend by not more than ninety (90) days the time under this Schedule of Performance by which any obligation of Developer shall be performed.

1. Acknowledgment as to Fees. Developer delivers acknowledgment to City as to fees as described under Section 3.1(j).	Within twenty (20) days after the Date of Agreement
2. Satisfaction of Conditions Precedent. Developer shall satisfy the Conditions Precedent.	Not later than sixty (60) days after the Date of Agreement.
3. Closing. The Site is conveyed to the Developer, and the City Developer Note is executed and delivered to the City, and the City Developer CC&Rs and the City Developer Deed of Trust are recorded and delivered to the City.	Within thirty (30) days after the satisfaction of the Conditions Precedent and not later than the ninetieth (90th) day after the date of the Agreement.
4. Commencement of Construction. The Director shall commence construction of the Improvements, as follows: a first phase, which consists of four (4) Houses and related improvements; and a second phase, which consists of at least an additional four (4) Houses and related Improvements.	As to the first phase: Within ninety (90) days after the Date of Agreement; as to the second phase: within ninety (90) days after the first anniversary of the Date of Agreement.
5. Completion of Construction. Developer shall complete construction of the Improvements.	As to the first phase: Within one hundred (100) days after the earlier of (i) the commencement of construction or (ii) the time established in this Schedule of Performance for the commencement of construction of the first phase Improvements; and As to the second phase: Within one hundred (100) days after the earlier of (i) the commencement of construction or (ii) the time established in this Schedule of Performance for the commencement of construction of the second phase Improvements.
6. Review of Eligibility of Program Participants. The City Manager reviews eligibility.	Within thirty (30) days after receipt of a complete package sufficient for City to review affordable housing costs and income eligibility, including all documentation required pursuant to the

	Agreement and under any loan proposed to be senior to the City's loan to the corresponding Program Participant.
7. Conveyances to Initial Homebuyers. The conveyances to the Initial Homebuyers are accomplished in conformity with this Agreement.	As to the first phase: Within three hundred (300) days after the Date of Agreement; and as to the second phase: within three hundred (300) days after the first anniversary of the Date of Agreement.

ATTACHMENT NO. 4

CITY DEVELOPER NOTE

PROMISSORY NOTE SECURED BY DEED OF TRUST

$2,627,000.00 Moreno Valley, California _____, 2013

FOR VALUE RECEIVED, HABITAT FOR HUMANITY, RIVERSIDE, INC., a California nonprofit public benefit corporation (the "Developer" or "Maker"), promises to pay to the HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, a public body, corporate and politic (the "City" or "Holder"), at its offices at 14177 Frederick Street, Moreno Valley, California 92552, or at such other place as City may from time to time designate in writing, (a) the principal sum of Two Million Six Hundred Twenty-Seven Thousand Dollars ($2,627,000.00); and (b) all costs and expenses payable hereunder.

RECITALS

A. This Promissory Note (the "Note") is made pursuant to that certain Affordable Housing Agreement by and among the Developer and the City, dated as of May 1, 2013 (the "Agreement").

B. Capitalized terms not described herein shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, Developer agrees as follows:

1. **Agreement**. The principal sums hereunder have been and are being loaned by City to Developer in accordance with and pursuant to the Agreement, which is a public record on file in the office of the Secretary of the City. The terms of the Agreement are incorporated herein and made a part hereof to the same extent and with the same force and effect as if fully set forth herein. A default under any of the provisions of the Agreement shall be a default hereunder, and a default hereunder shall be a default under the Agreement. This Note shall be a nonrecourse note. Maker and Holder agree and acknowledge that in the event Developer fully performs under the Agreement, the result would be that payment will not be required under this Note, the overriding purpose of this Note being to provide assurance for the performance by the Developer under the Agreement. This Note shall be nonrecourse.

2. **Interest**. Interest shall accrue on the unpaid principal amount of this Note at the rate of three percent (3%) simple interest per annum in lawful money of the United States of America.

3. **Payment**. The entire balance due under this Note shall be paid to the City, or otherwise satisfied as provided below, upon the first to occur of: (i) the sale or other conveyance of the Site or portion thereof contrary to the Agreement; (ii) twenty-four (24) months after the Date of Agreement; (iii) the sale or other conveyance of the Site or portion thereof except in the event individual Homebuyer Properties are conveyed by Developer to Program Participants in conformity with Sections 6.1 to 6.4 of the Agreement; or (iv) the uncured default of Developer under the Agreement, this Note or the City Developer Deed of Trust. Concurrent with the conveyance of a House to the initial Program Participant as to such House in conformity with this Agreement and the corresponding Homebuyer Loan Agreement, the City shall release the Developer from that portion of

the Developer's liability under the City Developer Note and the City Deed of Trust and the amount of the City Developer Note shall be deemed to be reduced by one-eighth (1/8th) for each House so conveyed in conformity until no balance remains under the City Developer Note. The release of Developer as to one House shall not effect a release as to any other Houses or any other portion of the Site; each release shall be handled on a per-House basis.

4. **Form of Payments**. All amounts due hereunder are payable in immediately available funds and lawful monies of the United States of America.

5. **Application of Payments**. All payments shall be applied first to costs and fees owing hereunder, second to the payment of accrued interest and third to the payment of principal.

6. **Prepayment**. At any time, Developer may prepay in whole or in part the outstanding principal balance under this Note, together with all accrued and unpaid fees, costs and expenses payable hereunder, without penalty.

7. **Security**. Upon satisfaction of the Conditions Precedent, as defined in the Agreement, any remaining unpaid balance hereunder (including accrued interest, fees and costs), at the option of the City Manager of the City in his sole and absolute discretion, are secured by the City Developer Deed of Trust of even date herewith. The terms of the City Developer Deed of Trust are incorporated herein and made a part hereof to the same extent and with the same force and effect as if fully set forth herein. To the extent any unpaid balance hereunder is so secured by the City Developer Deed of Trust, a default under any of the provisions of the City Developer Deed of Trust shall be a default hereunder, and a default hereunder shall be a default under the City Developer Deed of Trust.

8. **Acceleration and Other Remedies**. Upon: (a) the occurrence of an Event of Default or (b) Developer selling, contracting to sell, giving an option to purchase, conveying, leasing, encumbering, or alienating the Site, or any interest in the Site, or suffering its title, or any interest in the Site to be divested, whether voluntarily or involuntarily, other than sales to Program Participants of Homebuyer Properties in conformity with the Agreement, without the prior written consent of the City, City may, at City's option, declare the outstanding principal amount of this Note, together with the then accrued and unpaid interest thereon and other charges hereunder, and all other sums secured by the City Developer Deed of Trust, to be due and payable immediately, and upon such declaration, such principal and interest and other sums shall immediately become and be due and payable without demand or notice, all as further set forth in the City Developer Deed of Trust. All costs of collection, including, but not limited to, reasonable attorneys' fees and all expenses incurred in connection with protection of, or realization on, the security for this Note, may be added to the principal hereunder, and shall accrue interest as provided herein. City shall at all times have the right to proceed against any portion of the security for this Note in such order and in such manner as such City may consider appropriate, without waiving any rights with respect to any of the security. Any delay or omission on the part of the City in exercising any right hereunder, under the Agreement or under the City Developer Deed of Trust shall not operate as a waiver of such right, or of any other right. No single or partial exercise of any right or remedy hereunder or under the Agreement or any other document or agreement shall preclude other or further exercises thereof, or the exercise of any other right or remedy. The acceptance of payment of any sum payable hereunder, or part thereof, after the due date of such payment shall not be a waiver of City's right to either require prompt payment when due of all other sums payable hereunder or to declare an Event of Default for failure to make prompt or complete payment.

9. **Alternate Rate.** Upon the occurrence of any Event of Default, or upon the maturity hereof (by acceleration or otherwise), the entire unpaid principal sum, at the option of City, shall bear interest, from the date of occurrence of such Event of Default or maturity and after judgment and until collection, at the "Alternate Rate", such rate being the highest interest rate then permitted by law by a City within the State of California. Interest calculated at the Alternate Rate, when and if applicable, shall be due and payable immediately without notice or demand. Developer agrees that in the event of any Event of Default, City will incur additional expense in servicing the loan evidenced by this Note and will suffer damage and loss resulting from such Event of Default. Developer agrees that in such event City shall be entitled to damages for the detriment caused thereby, which damages are extremely difficult and impractical to ascertain. Therefore, Developer agrees that the Alternate Rate (as applied to the unpaid principal balance, accrued interest, fees, costs and expenses incurred) is a reasonable estimate of such damages to City, and Developer agrees to pay such sum on demand.

10. **Waivers**. Developer and all endorsers, guarantors and sureties hereof jointly and severally waive presentment, protest, notice of protest, notice of dishonor, diligence in collection, and the benefit of any exemption under any homestead exemption laws, if applicable.

11. **Consents**. Developer and all endorsers, guarantors and sureties consent to: (a) any renewal, extension or modification (whether one or more) of the terms of the Agreement or the terms or time of payment under this Note, (b) the release or surrender or exchange or substitution of all or any part of the security, whether real or personal, or direct or indirect, for the payment hereof, (c) the granting of any other indulgences to Developer, and (d) the taking or releasing of other or additional parties primarily or contingently liable hereunder. Any such renewal, extension, modification, release, surrender, exchange or substitution may be made without notice to Developer or to any endorser, guarantor or surety hereof, and without affecting the liability of said parties hereunder.

12. **Successors and Assigns**. Whenever "City" is referred to in this Note, such reference shall be deemed to include the City of Moreno Valley and its successors and assigns, including, without limitation, any subsequent assignee or holder of this Note. All covenants, provisions and agreements by or on behalf of Developer, and on behalf of any makers, endorsers, guarantors and sureties hereof which are contained herein shall inure to the benefit of the City and City's successors and assigns.

13. **Usury**. It is the intention of Developer and City to conform strictly to the Interest Law, as defined below, applicable to this loan transaction. Accordingly, it is agreed that notwithstanding any provision to the contrary in this Note, or in any of the documents securing payment hereof or otherwise relating hereto, the aggregate of all interest and any other charges or consideration constituting interest under the applicable Interest Law that is taken, reserved, contracted for, charged or received under this Note, or under any of the other aforesaid agreements or otherwise in connection with this loan transaction, shall under no circumstances exceed the maximum amount of interest allowed by the Interest Law applicable to this loan transaction. If any excess of interest in such respect is provided for in this Note, or in any of the documents securing payment hereof or otherwise relating hereto, then, in such event:

(a) the provisions of this paragraph shall govern and control;

(b) neither Developer nor Developer's heirs, legal representatives, successors or assigns shall be obligated to pay the amount of such interest to the extent that it is in excess of the maximum amount of interest allowed by the Interest Law applicable to this loan transaction;

(c) any excess shall be deemed canceled automatically and, if theretofore paid, shall be credited on this Note by City or, if this Note shall have been paid in full, refunded to Developer; and

(d) the effective rate of interest shall be automatically subject to reduction to the Maximum Legal Rate of Interest (as defined below), allowed under such Interest Law, as now or hereafter construed by courts of appropriate jurisdiction. To the extent permitted by the Interest Law applicable to this loan transaction, all sums paid or agreed to be paid to City for the use, forbearance or detention of the indebtedness evidenced hereby shall be amortized, prorated, allocated and spread throughout the full term of this Note. For purposes of this Note, "Interest Law" shall mean any present or future law of the State of California, the United States of America, or any other jurisdiction which has application to the interest and other charges under this Note. The "Maximum Legal Rate of Interest" shall mean the maximum rate of interest that City may from time to time charge Developer, and under which Developer would have no claim or defense of usury under the Interest Law.

14. **Costs of Enforcement**. Developer agrees to pay upon demand all reasonable costs and expenses, including attorneys' fees and disbursements (including appeals), incurred by the City of this Note to enforce the terms hereof. In addition to the foregoing award of attorneys' fees, City shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to enforce any judgment in connection with this Note. This provision is separate and several and shall survive the merger of this provision into any judgment.

15. **Miscellaneous**. Time is of the essence hereof. If this Note is now, or hereafter shall be, signed by more than one party or person, it shall be the joint and several obligation of such parties or persons (including, without limitation, all makers, endorsers, guarantors and sureties), and shall be binding upon such parties and upon their respective successors and assigns. This Note shall be governed by and construed under the laws of the State of California. Developer irrevocably and unconditionally submits to the jurisdiction of the Superior Court of the State of California for the County of Riverside or the United States District Court of the Central District of California, as City hereof may deem appropriate, in connection with any legal action or proceeding arising out of or relating to this Note. Developer also waives any objection regarding personal or in rem jurisdiction or venue.

"Developer"

HABITAT FOR HUMANITY, RIVERSIDE, INC.,
a California nonprofit public benefit corporation

By: _____
Its: _____
Printed Name: _____

By: _____
Its: _____
Printed Name: _____

ATTACHMENT NO. 5

CITY DEVELOPER DEED OF TRUST

WHEN RECORDED MAIL TO:

City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552
Attn: City Manager

APN _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE
(This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.)

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)

This **DEED OF TRUST** is made as of _____, 2013 between **HABITAT FOR HUMANITY, RIVERSIDE, INC.**, a California nonprofit public benefit corporation ("Trustor"), whose address is 2180 Iowa Avenue, Riverside, California 92507, **TICOR TITLE COMPANY OF CALIFORNIA** ("Trustee"), and the **HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY**, a public body, corporate and politic ("Beneficiary").

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of Moreno Valley, County of Riverside, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) that certain Promissory Note more particularly described below, executed and delivered pursuant to an Affordable Housing Agreement between Trustor and Beneficiary dated as of May 1, 2013 (the "Agreement"; a copy of the Agreement is on file with the Beneficiary as a public record. All capitalized terms not defined herein shall have the meanings established therefore under the Agreement unless the context requires otherwise. This Deed of Trust secures payment under that certain promissory note dated as of _____, 2013, made by Trustor in favor of Beneficiary in the principal sum of U.S. $2,627,000.00 (the "Promissory Note"), and extensions or renewals thereof with the balance of the indebtedness, due and payable on occurrence of an event of acceleration as defined in the Promissory Note, (2) the performance of each agreement of Trustor incorporated by reference or contained herein, the default under any of which shall constitute a default hereunder, (3) payments, if any, otherwise due and payable under the Agreement, (4) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust, and (5) performance under Exhibit "B" which is attached hereto and incorporated herein by reference.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually

agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Riverside County on August 18, 1964, commencing at Book 3778, Page 347 of Official Records of the County Recorder for the County of Riverside shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B thereof (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

IN WITNESS WHEREOF, Trustor has duly executed this Deed of Trust as of the date first above written.

"Trustor":

HABITAT FOR HUMANITY, RIVERSIDE, INC.,
a California nonprofit public benefit corporation

By: _____
Its: _____
Printed Name: _____

By: _____
Its: _____
Printed Name: _____

EXHIBIT A

LEGAL DESCRIPTION

That real property located in the City of Moreno Valley, County of Riverside, State of California, described as follows:

[To come]

APN [to come]

EXHIBIT B

RIDER TO DEED OF TRUST

Exhibit B to Deed of Trust with Assignment of Rents dated as of _____, 2013 ("the "Deed of Trust"), executed by Habitat for Humanity, Riverside, Inc., a California nonprofit public benefit corporation, as "Trustor", to TICOR Title Company of California, a California corporation, as "Trustee", for the benefit of the Housing Authority of the City of Moreno Valley, a public body, corporate and politic, as "Beneficiary".

1. DEFAULT. A default or breach under any of the following shall, at Beneficiary's option, constitute a default under this Deed of Trust:

(a) A default under that certain Affordable Housing Agreement, executed by Trustor as Developer and Beneficiary, as City;

(b) A breach of the Conditions, Covenants, and Restrictions ("City Developer CC&Rs", as so defined under the Agreement) of even date herewith, executed by the Trustor, as Developer; or

(c) A default under any other deed of trust encumbering the Property.

2. DUE ON SALE OR ENCUMBRANCE. In the event of any Transfer (as defined below) of the Property, or any portion thereof or interest therein, Beneficiary shall have the absolute right at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. As used herein, the term "Transfer" means and includes the direct or indirect sale, transfer, conveyance, mortgage, further encumbrance, assignment, or other alienation of the Property, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, the execution of any installment land sale contract, sales agreement or similar instrument affecting all or a portion of the Property, granting of an option to purchase any portion of or interest in the Property or any interest therein, or the lease of all or substantially all of the Property or of all or substantially all of the improvements situated on the Property; provided that a sale of the Property to a Low Income Household at an Affordable Housing Cost with City's prior written approval accomplished in strict conformity with Section 4 of the Homebuyer Loan Agreement shall not be deemed to constitute grounds for acceleration under this Deed of Trust. Failure of Beneficiary to exercise the option to declare all sums secured hereby immediately due and payable upon a Transfer will not constitute waiver of the right to exercise this option in the event of any subsequent Transfer.

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) to pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation thereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To Pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof

regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance or any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE
TO _____, TRUSTEE

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed on payment to you of any sums owning owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated: _____

_____

_____

Please mail Deed of Trust,
Note and Reconveyance to

_____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

DEED OF TRUST
with power of sale

_____
TRUSTEE

EXHIBIT B TO ATTACHMENT NO. 5-5

DOCSOC/1612232v5/022432-0032

ATTACHMENT NO. 6

HOMEBUYER LOAN AGREEMENT

THIS HOMEBUYER LOAN AGREEMENT (the "Agreement") is made this _____ day of _____, 2013 by and among [NAME OF HOMEBUYER], a [capacity] ("Program Participant" or "Trustor") and the CITY OF MORENO VALLEY, a municipal corporation (the "City" or "Beneficiary").

RECITALS

A. The City entered into an agreement (the "Affordable Housing Agreement", dated as of May 1, 2013) with Habitat for Humanity, Riverside, Inc. (the "Seller") under which Seller purchased certain property (the "Site") from the City and was required to build eight (8) houses thereon.

B. Seller divided the Site into not fewer than eight (8) lots. Subsequently, Program Participant has agreed with Seller that Seller and Program Participant shall construct one (1) single-family dwelling (the "Program Participant House") on that certain property known as [insert address or APN], Moreno Valley, California, and more particularly described in Exhibit "A" hereto (the "Property").

C. Program Participant requires assistance to purchase the Property and would not be able to purchase the Property without such assistance. Program Participant is a Low Income household (as defined in Section 4, below) and currently earns more than fifty percent (50%) but less than eighty percent (80%) of the current annual median income for the Riverside County area, as those terms are defined by California Health and Safety Code Sections 50079.5 and 50052.5.

D. Program Participant has represented to the City and to the Seller that Program Participant and Program Participant's immediate family intend to reside at the Program Participant House on the Property at all times throughout the term of this Agreement.

E. The City desires to assist persons of Low Income to purchase residential property as part of its efforts to increase, improve, and preserve Low Income housing available at an affordable housing cost within the corporate limits of the City.

F. The City wishes to lend, and Program Participant wishes to borrow, funds to assist Program Participant to purchase the Property upon the terms and conditions set forth herein.

G. Program Participant represents and warrants to City that Program Participant and Program Participant's immediate family intend to reside in the Property as the family's principal residence at all times during the period of Program Participant's ownership of the Property.

H. For an approximately 45-year period as set forth in Section 4 hereof as the "Affordability Period", the Property may only be transferred to Low Income Households at an Affordable Housing Cost ("Eligible Persons and Families") which transferee(s) execute agreements with the City substantially in the form of this Agreement along with the attachments hereto, or assumptions in form acceptable to and approved by City.

NOW, THEREFORE, for good and valuable consideration the parties agree as follows:

1. Homebuyer Senior Loan and Homebuyer Junior Loan. In connection with the purchase of the Property by the Program Participant from the Seller, the City shall be deemed to have loaned to Program Participant the amount of Two Hundred Six Thousand Two Hundred Fifty Dollars ($206,250.00), which loan is referred to herein as the "Homebuyer Senior Loan", and additionally the amount of Two Hundred Thousand Dollars ($200,000.00), which loan is referred to at the "Homebuyer Junior Loan". The Homebuyer Senior Loan shall be entered by the "Homebuyer Senior Note" as described below, and the Homebuyer Junior Loan shall be entered by the "Homebuyer Junior Note' as described below. No money will be disbursed by the City at Closing in connection with the Homebuyer Senior Loan; the Homebuyer Senior Loan represents the estimated equity in the Property provided by the efforts of the City and reflects the difference between (i) the fair market value of the Property as of the date of the Purchase Agreement and (ii) the purchase price of Two Hundred Thousand Dollars ($200,000) (the "Original Homebuyer Purchase Price") under the purchase agreement between the Program Participant and Seller dated as of _____, 2013 (the "Purchase Agreement") plus the "Sweat Equity Amount" as described below. After the recording of the deed from Seller conveying title to the Property to the Program Participant (the "Seller Deed", which shall be substantially in the form of Exhibit "K" hereto), the Program Participant shall make payments to City as required under the Homebuyer Junior Loan and, to the extent required, the Homebuyer Senior Loan, respectively. City will administer the allocation of payments between City and Seller; such allocation is a matter with which Program Participant need not be concerned.

Prior to the conveyance of the Property to Program Participant by Seller, Program Participant shall execute and deliver to the City a promissory note in favor of the City as holder, in the form of the "Homebuyer Senior Note" attached hereto as Exhibit "B" and incorporated herein. Program Participant shall also execute and deliver to the City a deed of trust, duly recorded, encumbering the Property which shall secure the Homebuyer Senior Note (the "Homebuyer Senior Deed of Trust"), in the form of Exhibit "C" attached hereto and incorporated herein. The terms of the Homebuyer Senior Note are set forth in subsections (a), (b) and (c) of this Section 1. Program Participant shall also execute and deliver to the City a promissory note in favor of the City as holder, in the form of the "Homebuyer Junior Note" attached hereto as Exhibit "I" and incorporated herein. Program Participant shall also execute and deliver to the City a deed of trust, duly recorded, encumbering the Property which shall secure the Homebuyer Junior Note (the "Homebuyer Junior Deed of Trust"), in the form of Exhibit "J" attached hereto and incorporated herein. The Homebuyer Junior Note requires that Program Participant make scheduled monthly payments as further described in the Homebuyer Junior Note.

In addition, Program Participant shall execute and deliver to the City, duly recorded, the "Homebuyer Acknowledgment of Covenants" (in the form of Exhibit "H" to this Agreement), duly recorded. By this agreement and under the Homebuyer Acknowledgment of Covenants, the Program Participant agrees that the Property is subject to and Program Participant agrees to comply with the provisions of each of (i) the "Authority Deed" (as recorded as Document No. _____ among the official land records of the County Recorder of the County of Riverside) and that certain Declaration of Conditions, Covenants and Restrictions recorded as Document No. _____ among the official land records of the County Recorder of the County of Riverside (the "City Developer CC&Rs"). Program Participant agrees and acknowledges that Program Participant has been provided with and has reviewed a copy of each of the Authority Deed and the City Developer CC&Rs and each and every document referenced therein.

(a) Homebuyer Junior Note. Program Participant shall execute, as maker, and deliver to City, a promissory note in favor of City, as holder, in the form of Exhibit "I" (the "Homebuyer Junior Note") attached hereto and incorporated herein by this reference As more particularly provided in the Homebuyer Junior Note, the essential terms and conditions of the Homebuyer Junior Note are as follows:

(i) Homebuyer Junior Note Provisions. The Homebuyer Junior Note shall be for the original principal amount of Two Hundred Thousand Dollars ($200,000.00) (the "Homebuyer Junior Note Amount"). Payment shall be secured by the Homebuyer Junior Deed of Trust. The Homebuyer Junior Note shall contain the following provisions:

(aa) Interest Rate. The Homebuyer Junior Note Amount shall accrue no (0%) interest unless and until an event of acceleration occurs as described in the Homebuyer Junior Note.

(bb) Time of Payment. Regular monthly payments, due on the first date of each month commencing after recording of the Seller Deed, shall be made by Program Participant to City. The amount of such payments is set forth on the Homebuyer Junior Note. Program Participant shall make all payments under the Homebuyer Junior Note and the City.

(cc) Acceleration. The whole of the Homebuyer Junior Note Amount and all other payments due hereunder shall become due and immediately payable to City by Program Participant upon the occurrence of any one of the following events of acceleration:

(1) Program Participant sells or transfers the Property (or any part thereof) by any means, including, without limitation, the lease, exchange or other disposition of the Property or any interest therein, whether voluntary or involuntary, except (A) a sale of the Property to a qualified Low Income Household at an Affordable Housing Cost with City's prior written approval accomplished in strict conformity with this Agreement, or (B) the transfer of the Property solely as a result of the marriage, divorce, incompetence or death of one or more individuals constituting Program Participant, so long as the transferee(s) give written notice supported by reasonable evidence of such event to City within thirty (30) days of its occurrence and the transferee(s) assume Program Participant's obligations under this Agreement, by execution of an assignment and assumption agreement to be provided by City, or (C) a sale or transfer which under federal law would not, by itself, permit City to exercise a due on sale or due on encumbrance clause;

(2) Program Participant is in violation of this Agreement, the Homebuyer Senior Note or the Homebuyer Junior Loan.

(3) Program Participant fails to occupy the Property as Program Participant's principal residence or is in default of any other obligation under this Agreement.

At the request of Program Participant, and for a specific occasion, City may, in its sole and absolute discretion, in writing waive the requirements of this subsection (cc) and defer repayment and/or extend the term of the Homebuyer Junior Note Amount. Any waiver or deferment shall be on a case by case basis, and no future rights for waiver or deferment shall arise or be implied.

(dd) Security. Payment under the Homebuyer Junior Note, shall be secured by a deed of trust and rider thereto encumbering the Property, substantially in the form attached hereto as Exhibit "J" hereto (the "Homebuyer Junior Deed of Trust"). The Homebuyer Junior Deed of Trust shall be executed by Program Participant, as trustor, in favor of City, as beneficiary. The Homebuyer Junior Deed of Trust shall be subordinate only to the City Developer CC&Rs as well as the Homebuyer Senior Deed of Trust.

(ee) No Subordination. The lien that secures payment under the Homebuyer Junior Note shall not be subordinate to any other deed of trust other than the Homebuyer Senior Deed of Trust.

(ff) Prepayment. Program Participant may prepay amounts under the Homebuyer Junior Note. However, the restrictions of the City Developer CC&Rs and the Homebuyer Senior Deed of Trust shall continue in full force and effect, notwithstanding any such prepayment or other payments without regard to amount.

(gg) Assumption Under Homebuyer Junior Note. The Homebuyer Junior Note may be assumed only by a qualified subsequent purchaser of the Property which purchaser has obtained the prior written approval of the City.

(hh) Participant's Waivers. As to the Homebuyer Junior Note, Program Participant waives any rights to require City to: (i) demand payment of amounts due (known as "presentment"), (ii) give notice that amounts due have not been paid (known as "notice of dishonor") and (iii) obtain an official certification of nonpayment (known as "protest").

(b) Repayment Under the Homebuyer Junior Note. If there is an event of acceleration pursuant to Section 1(a)(i)(cc)(1) above, Program Participant shall pay amounts due under the Homebuyer Junior Note.

(i) Homebuyer Junior Note Amount Due In Full. The whole of the Homebuyer Junior Note Amount shall be due in full when an event of acceleration occurs. The process shall be repeated and the whole of the Homebuyer Senior Note Amount shall be due and payable upon each and every occurrence of an event of acceleration which takes place during the Affordability Period. After paying all costs and fees relating to the transaction, if any (such as escrow fees, transfer taxes, recording fees, brokerage commissions and similar costs), the proceeds of any such transaction (or, in the case of any event of acceleration other than a sale, an amount representing the appraised value of the Property as determined by an appraiser retained for such purpose by the City) shall be distributed or applied in the following order of priority:

(aa) Payment to City Homebuyer Junior Note up to the original principal amount of the Homebuyer Junior Note;

(bb) Repayment to City of the principal amount due under the Homebuyer Senior Note;

(cc) Payment to City of all other amounts due under the Homebuyer Senior Note;

(dd) Payment to City of any other amounts due under the Homebuyer Loan Agreement; and

(ee) Payment to the Program Participant of any equity share allocable to Program Participant under the Homebuyer Junior Loan.

(c) Homebuyer Senior Note. Program Participant shall execute, as maker, and deliver to City (or deliver to escrow for delivery to City at Closing), a promissory note in favor of City, as holder, in the form of Exhibit "B" (the "Homebuyer Senior Note") attached hereto and incorporated herein by this reference As more particularly provided in the Homebuyer Senior Note, the essential terms and conditions of the Homebuyer Senior Note are as follows:

(i) Homebuyer Senior Note Provisions. The Homebuyer Senior Note shall be for the original principal amount of Two Hundred Six Thousand Two Hundred Fifty Dollars ($206,250.00) (the "Homebuyer Senior Note Amount"). Payment shall be secured by the Homebuyer Senior Deed of Trust. The Homebuyer Senior Note shall contain the following provisions:

(aa) Interest Rate. The Homebuyer Senior Note Amount shall accrue no (0%) interest unless and until an event of acceleration occurs as set forth in Section 1(a)(i)(cc), in which event an "Equity Share Amount" as described in Section 1(e) hereof shall become due and payable by the Program Participant. The Homebuyer Senior Note shall, however, include provisions for equity share payments as referenced in subsection (e) of this Section 1.

(bb) Time of Payment. In the event that Program Participant is in compliance with all of the requirements of this Agreement and the Homebuyer Senior Note Amount has not earlier become due and payable, as provided in Paragraph (cc) below, the Homebuyer Senior Note Amount shall be due and payable on the forty-fifth (45th) anniversary of the date of the Homebuyer Senior Note.

(cc) Acceleration. The whole of the Homebuyer Senior Note Amount, the Equity Share Amount, and all other payments due hereunder shall become due and immediately payable to City by Program Participant upon the occurrence of any one of the following events of acceleration:

(1) Program Participant sells or transfers the Property (or any part thereof) by any means, including, without limitation, the lease, exchange or other disposition of the Property or any interest therein, whether voluntary or involuntary, except (A) a sale of the Property to a qualified Low Income Household at an Affordable Housing Cost with City's prior written approval accomplished in strict conformity with this Agreement, or (B) the transfer of the Property solely as a result of the marriage, divorce, incompetence or death of one or more individuals constituting Program Participant, so long as the transferee(s) give written notice supported by reasonable evidence of such event to City within thirty (30) days of its occurrence and the transferee(s) assume Program Participant's obligations under this Agreement, by execution of an assignment and assumption agreement to be provided by City, or (C) a sale or transfer which under federal law would not, by itself, permit City to exercise a due on sale or due on encumbrance clause;

(2) Program Participant is in violation of this Agreement, the Homebuyer Junior Loan or the Homebuyer Senior Note.

(3) Program Participant fails to occupy the Property as Program Participant's principal residence or is in default of any other obligation under this Agreement.

At the request of Program Participant, and for a specific occasion, City may, in its sole and absolute discretion, in writing waive the requirements of this subsection (cc) and defer repayment and/or extend the term of the Homebuyer Senior Note Amount. Any waiver or deferment shall be on a case by case basis, and no future rights for waiver or deferment shall arise or be implied.

(dd) Security. Payment under the Homebuyer Senior Note, shall be secured by a deed of trust and rider thereto encumbering the Property, substantially in the form attached hereto as Exhibit "C" hereto (the "Homebuyer Senior Deed of Trust"). The Homebuyer Senior Deed of Trust shall be executed by Program Participant, as trustor, in favor of City, as beneficiary. The Homebuyer Senior Deed of Trust shall be subordinate only to a Declaration of Conditions, Covenants and Restrictions recorded on _____, 2013 as Document No. _____ among the official land records of the County of Riverside (the "City Developer CC&Rs").

(ee) No Subordination. The lien that secures payment under the Homebuyer Senior Note shall not be subordinate to any other deed of trust.

(ff) Prepayment. Program Participant may prepay amounts under the Homebuyer Senior Note. However, notwithstanding the making of any prepayments, the Program Participant (and any successors) shall remain responsible for Equity Share Payments to the City. In any event, the restrictions of the City Developer CC&Rs shall continue in full force and effect, notwithstanding any such prepayment or other payments without regard to amount.

(gg) Assumption Under Homebuyer Senior Note. The Homebuyer Senior Note may be assumed only by a qualified subsequent purchaser of the Property which purchaser has obtained the prior written approval of the City.

(hh) Participant's Waivers. As to the Homebuyer Senior Loan, Program Participant waives any rights to require City to: (i) demand payment of amounts due (known as "presentment"), (ii) give notice that amounts due have not been paid (known as "notice of dishonor") and (iii) obtain an official certification of nonpayment (known as "protest").

(d) Repayment Under the Homebuyer Senior Note. If there is an event of acceleration pursuant to Section 1(a)(i)(cc)(1) above, Program Participant shall pay amounts due under the Homebuyer Senior Note.

(i) Homebuyer Senior Note Amount Due In Full. The whole of the Homebuyer Senior Note Amount, including without limitation the Equity Share Amount, shall be due in full when an event of acceleration occurs. The process shall be repeated and the whole of the Homebuyer Senior Note Amount, including without limitation the Equity Share Amount, shall be due and payable upon each and every occurrence of an event of acceleration which takes place

during the Affordability Period. After paying all costs and fees relating to the transaction, if any (such as escrow fees, transfer taxes, recording fees, brokerage commissions and similar costs), the proceeds of any such transaction (or, in the case of any event of acceleration other than a sale, an amount representing the appraised value of the Property as determined by an appraiser retained for such purpose by the City) shall be distributed or applied in the following order of priority:

(aa) Repayment to City of the principal amount due under the Homebuyer Senior Note;

(bb) Payment to City of all other amounts due under the Homebuyer Senior Note;

(cc) Payment to City of the principal amount due under the Homebuyer Junior Note;

(dd) Payment to City of all other amounts due under the Homebuyer Junior Note;

(ee) Payment to City of any other amounts due under the Homebuyer Loan Agreement;

(ff) Payment to the Program Participant of any equity share allocable to Program Participant; and

(gg) the remainder, if any, shall be allocated 30% to Seller and 80% to City.

(e) Equity Share Amount(s). In the event the Homebuyer Senior Note Amount becomes due and payable pursuant to Section 1 above, Trustor shall pay to Beneficiary the "Equity Share Amount", as hereafter defined. An Equity Share Amount shall be payable each and every time an event described in Section 1(a)(i)(cc)(1) occurs during the Affordability Period.

(1) Calculation of Equity Share Amount. The "Equity Share Amount" means an amount equal to a percentage share of the appreciation of the Property determined by multiplying a variable percentage factor ("Variable Applicable Factor") by the difference between the Sales Price and the Purchase Price.

(2) Variable Applicable Factor Calculation. The Variable Applicable Factor shall be calculated by dividing the Beneficiary's total initial equity contribution ("City/Authority Contribution") by the sum of the City/Authority Contribution plus the Trustor's total initial equity contribution, including the "Sweat Equity Amount" as described below ("Participant Contribution"). In other words the City/Authority Contribution shall be the numerator, and the sum of the City/Authority Contribution plus the Participant Contribution shall be the denominator of a fraction that equals a percentage that is the Variable Applicable Factor (subject to subsection (i)).

$$\textbf{Variable Applicable Factor} = \frac{\textbf{City/Authority Contribution}}{\textbf{City/Authority Contribution + Participant Contribution}}$$

For example, if the City/Authority Contribution equals $206,250 (for purposes of illustration) and the Participant Contribution equals $30,000, the Variable Applicable Factor would equal 87.30% ($206,250 divided by the sum of $206,250 plus $30,000).

$$\textbf{87.30\% (Variable Applicable Factor)} = \frac{\textbf{\$206,250 (City/Authority Contribution)}}{\textbf{\$206,250 (City/Authority Contribution) + \$30,000 = (\$236,250) (Participant Contribution)}}$$

The "City/Authority Contribution" is the sum of the following amounts contributed by Beneficiary to the value of the Property, determined as follows: (i) principal amount of the Promissory Note Amount; (ii) the Affordable Housing Cost Subsidy, as hereinafter defined, to the extent not already counted within the principal amount of the Homebuyer Senior Note Amount; and (iii) the principal amount(s) of any other loan(s) or subsidy(ies) provided by the City (or City).

The "Participant Contribution" is the sum of the following amounts contributed by Trustor to the value of the Property: (i) the amount of Thirty Thousand Dollars ($30,000.00) (the "Sweat Equity Amount"), which represents the agreed upon value of the work provided by the Program Participant; (ii) Trustor's cash down payment plus Trustor's portion of closing costs; and (iii) the original principal amount of loans(s) or other subsidy(ies) secured by Program Participant or trustor, (excluding and other than loan(s) or subsidy(ies) provided by City or City) and applied by Program Participant towards the purchase of the Property.

The "Purchase Price" is the original purchase price paid by Program Participant (or trustor as the qualified successor owner of the Property) to the seller of the Property ("Seller") for Seller's interest in the Property, exclusive of escrow fees, title insurance costs, broker's commissions, loan fees or any other closing or transaction costs. Subject to the provisions set forth hereinbelow, the value of Qualified Capital Improvements shall be added to the Purchase Price when calculating the Equity Share Amount(s).

The "Sales Price" is the price to be paid by the prospective buyer of the Property ("Buyer") to Program Participant (or trustor as the qualified successor owner of the Property) for Program Participant's (or Trustor's) interest in the Property, exclusive of reasonable escrow fees, title insurance costs, broker's commissions, loan fees or any other closing or transaction costs. The Sales Price shall be established in conformity with subsection (h)(i) hereof. In the event of Program Participant's (or Trustor's) refinancing, failure to occupy, or default, the "Sales Price" shall be established in conformity with subsection (h)(ii) hereof.

The "Affordable Housing Cost Subsidy" is an amount of subsidy City has provided to Trustor by making the Property available for purchase at a price which constitutes Affordable Housing Cost. The Affordable Housing Cost Subsidy is deemed to equal the difference between: (i) the sum of Two Hundred Fifty Thousand Dollars ($250,000), which amount is deemed to represent the fair market value of the Property as of the date of the Purchase Agreement and (ii) the Original Homebuyer Purchase Price.

Notice to City. Program Participant (or Program Participant's heirs following the death of Program Participant) agrees to notify City not less than thirty (30) days prior to (i) the opening of escrow for the sale of the Property, (ii) the signing of any agreements or documents

related to the transfer, including, without limitation, lease, exchange or other disposition of any interest in the Property, (iii) any proposed refinancing, or (iv) the close of Program Participant's probate estate. Nothing in this Section 1(c), however, shall be construed to authorize the Property to be leased or rented.

(3) Using the Variable Applicable Factor to Determine the Equity Share Amount. The Equity Share Amount is calculated by multiplying the Variable Applicable Factor by the difference between the Sales Price and the Purchase Price. For example, if the Variable Applicable Factor equals 87.30%, the Equity Share Amount would then equal 87.30% (Variable Applicable Factor) x (Sales Price minus the Purchase Price).

In the above example, if the Sales Price equals $500,000 and the Purchase Price (for a sale occurring prior to the fifth anniversary of the acquisition of the Homebuyer Property by the original owner and assuming no Qualified Capital Improvements) equals $250,000, the Equity Share Amount would equal $218,250 (87.30% x ($500,000 minus $250,000)). Note: the setting forth of the examples herein does not indicate that such sales are permitted; the restrictions as to affordable housing cost and Low Income households are set forth in the Agreement and the City Developer CC&Rs will apply.

87.30% (Variable Applicable Factor) x $250,000 (Sales Price – Purchase Price) = $218,250 (Equity Share Amount).

Using the same example but assuming that the sale takes place after the fifth and prior to the sixth anniversary of the acquisition of the Homebuyer Property by the original owner, the Equity Share Amount would equal $215,750 (87.30% Variable Rate Factor [87.30 – 1 = 86.30] x $250,000 [Sales Price – Purchase Price] = $215,750 [Equity Share Amount]).

(4) Calculation of Equity Share Amount for Subsequent Buyers (Participants). If pursuant to the Agreement, a Buyer has fully assumed the Trustor's obligations under the Agreement, the Homebuyer Senior Note and the Homebuyer Senior Deed of Trust, and such Buyer causes an event of acceleration to occur, the Equity Share Amount to be paid by such Buyer shall be calculated by multiplying the Variable Applicable Factor, established in (b) above, by the difference between the Sales Price, established in conformity with (h) hereof, and the Purchase Price.

(5) Credits for Trustor. Notwithstanding the foregoing portion of this Section 1(c), in calculating the Variable Applicable Factor, in the event the Program Participant occupies the Homebuyer Property in conformity with each of the Homebuyer Loan Agreement, and the City Developer CC&Rs for a period of not less than five (5) years (measured by anniversary of the date of acquisition of the corresponding Homebuyer Property by such Program Participant), the Variable Applicable Factor shall be reduced by one (1) percentage point. Thereafter, for each additional year that such Program Participant remains in conforming occupancy of the Homebuyer Property, the Variable Applicable Factor shall be reduced by two-tenths of one percentage point (.2). In the event of a change of ownership of the Homebuyer Property, the Variable Applicable Factor shall revert to the original percentage (as set forth in the illustrative example above, eighty seven and three-tenths percent [87.30%]), and the process for the availability of credits in respect to conforming occupancy of the Homebuyer Property shall be repeated in the manner described in the foregoing portion of this subsection (5).

(6) Qualified Capital Improvements. The value of any Qualified Capital Improvements completed by Trustor during Trustor's ownership of the Property shall be added to the Purchase Price when calculating the Equity Share Amount only if, not later than thirty (30) days prior to the Event of Acceleration causing the Equity Share Amount to become immediately due and payable pursuant to Section 1 hereof, Trustor submits the following to Beneficiary: (i) an itemized list of the Qualified Capital Improvements, (ii) reliable proof of completion of the Qualified Capital Improvements (as evidenced e.g., by final building permits, certificate of completion or original paid invoices or construction contracts), and (iii) an appraisal from a certified appraiser, in form and substance reasonably acceptable to the City Manager, the conclusion of which is that the Qualified Capital Improvements have added the stated amount to the fair market value of the Property.

If, within (30) days of receipt of the information concerning the Qualified Capital Improvements, Beneficiary questions the claimed increase in the value of the Property by reason of said Qualified Capital Improvements, Beneficiary and Trustor may, by mutual agreement, establish the value of the Qualified Capital Improvements or Beneficiary may require an appraisal of the Property, at Trustor's expense, by a second independent certified appraiser appointed by the Beneficiary to determine the fair market value of the Qualified Capital Improvements.

(dd) Determination of Sales Price; Appraisal.

(1) Upon Sale of the Property. In the event of a proposed sale of the Property by the Program Participant and not less than thirty (30) days after City receives actual notice of the opening of escrow in connection therewith, the City may elect to appoint a certified, independent appraiser to conduct an appraisal of the Property, at Program Participant's expense, to assist City in determining if the Sales Price is at or near the fair market value of the Property at such time. If the Sales Price is determined by the appraisal to be three percent (3%) or more below the fair market value of the Property as estimated in said appraisal, then the "Sales Price" for purposes of determining the Equity Share Amount shall be the fair market value of the Property established in said appraisal.

(2) Upon Refinancing/Failure to Occupy/Default. In the event of failure to occupy the Property in accordance with the Agreement, or default or breach of any provision of the Agreement which causes the Equity Share Amount to become immediately due and payable, the "Sales Price" for purposes of determining the Equity Share Amount shall be determined by an appraisal of the Property. City shall appoint a certified independent appraiser to conduct an appraisal of the Property, at Program Participant's expense. Program Participant agrees that in such event the Equity Share Amount shall be the Applicable Factor multiplied by the difference between the Original Purchase Price and "Sales Price" as established by the appraised value of the Property at the time of such refinancing, failure to occupy, or default of the Agreement.

(3) Appraisal Cost. In the event Program Participant fails to pay for the costs of any appraisal(s) required by this Section 1, the unpaid amount(s) shall constitute a lien against the Property.

(ee) **Program Participant's Acknowledgment of Equity Share Amount. PROGRAM PARTICIPANT ACKNOWLEDGES AND AGREES THAT UPON EACH SALE, TRANSFER OR REFINANCING OF THE PROPERTY OR OTHER EVENT OF ACCELERATION, PROGRAM PARTICIPANT SHALL PAY TO CITY A EQUITY**

SHARE AMOUNT EQUAL TO A PERCENTAGE SHARE OF THE APPRECIATION OF THE PROPERTY AS CALCULATED PURSUANT TO THIS SECTION 1.

PROGRAM PARTICIPANT'S INITIALS: _____/_____

2. Maintenance of Property; Insurance. Program Participant shall maintain the improvements and landscaping on the Property in the manner prescribed by the City Developer CC&Rs. Program Participant shall maintain, during the term of the City Homeowner Loan, an all risk property insurance policy insuring the Property in an amount equal to the full replacement value of the structures on the Property. The policy shall name City as loss payee and shall contain a statement of obligation on behalf of the carrier to notify City of any material change, cancellation or termination of coverage at least thirty (30) days in advance of the effective date of such material change, cancellation or termination. Program Participant shall transmit a copy of the certificate of insurance and loss payee endorsement to City within thirty (30) days of the effective date of this Agreement, and upon request by City, Program Participant shall transmit to City further copies of the certificate of insurance and a loss payee endorsement. The copy of the certificate of insurance and loss payee endorsement shall be transmitted to City at the address set forth in Section 24 hereof. Any certificate of insurance must be in a form, content, and with companies reasonably acceptable to City.

3. Due on Sale, Transfer or Refinancing. Program Participant agrees to notify the City not less than thirty (30) days prior to (i) the sale or transfer of the Property or (ii) any refinancing of the lien of the Homebuyer Deed of Trust or any lien on the Property. The City Homebuyer Loan and all interest accrued thereon shall be due and payable upon (i) such sale or transfer, (ii) the refinancing of any lien against the Property, or (iii) Program Participant is no longer an occupant of the Property pursuant to Section 5 of this Agreement or is in material default of any other obligation pursuant to this Agreement. If the City is asked to forbear from enforcing the due-on-sale clause or to allow the assumption of the loan evidenced by the Homebuyer Senior Note, the party or parties so requesting shall prepare and submit to the City a complete package containing all information necessary to demonstrate and verify the income of the proposed transferee, the proposed housing cost, and all other information reasonably requested by the City Manager or which would have been required had such proposed transferee attempted to qualify as original Program Participant under the terms of the Agreement. At the request of Program Participant, the City may, in its sole discretion, waive the requirements of this Section 3 and extend the term of that of the Homebuyer Senior Note.

4. Sale to Low Income Household. For a period ("Affordability Period") commencing upon the date of the recording of the City Developer CC&Rs and terminating on the forty-fifth (45th) anniversary thereof ("Affordability Period Termination Date"), the City Homeowner Note Amount will not become due and payable if, in strict conformity with all requirements of this Agreement, Trustor sells or otherwise conveys the Property to a Low Income Household at an Affordable Housing Cost ("Eligible Persons and Families"), and the purchaser assumes the City Homeowner Note and the Agreement by an assignment and assumption agreement which is acceptable to the Beneficiary. Each purchaser shall be a Low Income Household, purchasing at an Affordable Housing Cost ("Eligible Persons and Families"), and which executes and delivers to City agreements with the City substantially in the form of this Agreement along with the attachments hereto, or assumptions in form acceptable to and approved by City.

"Low Income" or "Low Income Households" shall mean and include: Low Income households as defined in Health & Safety Code Section 50079.5. Low Income Households includes

very low income households, as defined in Health & Safety Code Section 50105 and extremely low income households, as defined in Health & Safety Code Section 50106; provided that in each event, the housing cost must be "Applicable Housing Cost" as defined below.

"Affordable Housing Cost" means as follows:

"Affordable Housing Cost" for each such subsequent owner (namely, Program Participant and all successors thereto during the 45-year Affordability Period) shall be as defined in Health & Safety Code Section 50052.5 (or its successor statute) and the implementing regulations thereto promulgated by the Housing and Community Development Department of the State of California. As of the date of the Agreement, Affordable Housing Cost means a monthly housing cost which does not exceed thirty percent (30%) times seventy percent (70%) of Median Income adjusted for family size appropriate to the Property; provided that if a particular household's income is between seventy percent (70%) and eighty percent (80%) of Median Income, then the actual income may be used in place of seventy percent (70%). Pursuant to Section 50052.5, if the Property has three bedrooms the presumed household size for purposes of the Agreement is four persons.

Subject to the prior written approval of the City having first been obtained, if the Property is sold during the Affordability Period by the Trustor to a Low Income Household, and the Sales Price does not exceed an "Affordable Housing Cost" to such Buyer, then so long as the Trustor is not in default of the Agreement, the City Homebuyer Note may be assumed by the Eligible Buyer by an assignment and assumption agreement which is acceptable to the Beneficiary. Upon the effective date of such assignment and assumption with the prior written approval of the City (which approval may require payment of an Equity Share), the assigning Trustor shall no longer be liable for any further obligations under the Agreement or the City Homebuyer Note which accrue after the date of such assignment and assumption. In order to verify the buyer's status as a Low Income Household, Trustor shall submit to the City the identity of the proposed buyer and adequate information evidencing the income and household size of the proposed buyer. Said income information shall be submitted together with the notice of proposed sale pursuant to Section 2 of the Agreement not less than thirty (30) days prior to opening of escrow for the proposed sale and shall include original or true copies of pay stubs, income tax records or other financial documents in order that the City may determine and verify the household income of the proposed buyer to determine whether the buyer is a Low Income Household and whether the Property is being transferred to such buyer at Affordable Housing Cost. If the City is unable to verify the buyer's income as provided herein prior to the proposed sale, then the buyer's income shall be deemed to exceed the maximum allowable income limit for Eligible Persons and Families.

The income of co-signers (individuals who sign only the Homebuyer Senior Promissory Note) and co-mortgagors (individuals who sign both the Homebuyer Senior Promissory Note and the grant deed) will be included for determining whether Program Participant is a Low Income Household, if such co-signers and co-mortgagors are part of Program Participant's household and are residing in the Property.

5. Occupancy Standards. The Property shall be used as the personal residence of Program Participant and Program Participant's immediate family and for no other purpose. Program Participant shall not enter into an agreement for the rental or lease of the Property. The number of persons residing in the Property shall be limited to the product of the number of bedrooms in the Property multiplied by two, plus one. (For example, a two bedroom house would be limited to occupancy by five persons, a three bedroom house would be limited to occupancy by seven persons,

etc.) Program Participant shall, upon demand by City, submit to City an affidavit of occupancy verifying Program Participant's compliance with this Section 5. Such affidavit may be required by City on an annual basis.

6. Income Information. Program Participant has submitted an eligibility verification form to the City prior to execution of this Agreement. Program Participant represents and warrants to the City that all information Program Participant has provided and will provide in the future is and will be true, correct and complete. Program Participant acknowledges that the City is relying upon Program Participant's representations that Program Participant's income does not exceed eighty percent (80%) of the area median income and would not have entered into this Agreement if Program Participant's income exceeded eighty percent (80%) of the area median income.

7. Loan Servicing. The City may contract with a private lender to originate and service the City Homebuyer Loan.

8. Married Sole and Separate Property. An individual taking title in this manner is subject to special requirements because of California Community Property Laws and the Internal Revenue Code. If Program Participant is legally separated, or has filed for divorce and a legal property disposition agreement exists between Program Participant and Program Participant's spouse, a quitclaim deed from Program Participant's spouse and a copy of the property disposition agreement may be required by City. In the absence of an existing legal property disposition agreement between Program Participant and Program Participant's spouse, as a condition of approval of City Homebuyer Loan, a quitclaim deed, a special agreement and a release of interest signed by both Program Participant and Program Participant's spouse, after consultation with an attorney, may be required by City. Additionally, if Program Participant's spouse is to reside in the household, their combined income must be included in the income test for eligibility under this Agreement.

9. [Intentionally Omitted].

10. Covenants. Program Participant and the City shall execute and cause to be recorded among the official land records of Riverside County, California, an "Acknowledgment of Declaration of Conditions, Covenants and Restrictions for Property", substantially in the form of Exhibit D attached hereto and incorporated herein, in which Program Participant acknowledges the CC&Rs and agrees that the Property shall only be owned by Program Participant or other persons or families of Low income available at an affordable housing cost, as those terms are defined in California Health & Safety Code Sections 50093 and 50052.5, and that Program Participant shall not discriminate against any person or group of persons on the basis of race, color, religion, sex, marital status, national origin or ancestry.

11. Indemnification. The Program Participant shall defend, indemnify and hold harmless the City and the Housing Authority of the City of Moreno Valley (the "Housing Authority") and their respective officers, agents, employees, representatives and volunteers from and against any loss, liability, claim or judgment relating in any manner to the Property or this Agreement. The Program Participant shall remain fully obligated for the payment of property taxes and assessments related to the Property. There shall be neither reduction in taxes for Program Participant, nor any transfer of responsibility to the City or the City to make such payments, by virtue of the moneys loaned as evidenced by the Homebuyer Senior Note.

12. No Third Party Beneficiaries of this Agreement Except for Housing Authority. The Housing Authority shall be deemed to be a third party beneficiary of this Agreement. Except for the Housing Authority, there shall be no third party beneficiaries as to this Agreement.

13. Defaults. Failure or delay by either party to perform any term or provision of this Agreement which is not cured within thirty (30) days after receipt of notice from the other party constitutes a default under this Agreement; provided, however, if such default is of the nature requiring more than thirty (30) days to cure, the defaulting party shall avoid default hereunder by commencing to cure within such thirty (30) day period and thereafter diligently pursuing such cure to completion. The party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay, and shall complete such cure, correction or remedy with diligence.

The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Except as required to protect against further damages, the injured party may not institute proceedings against the party in default until thirty (30) days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

14. Remedies. City shall be entitled to all legal and equitable remedies available under the law upon the default of the terms of this Agreement by Program Participant. Such remedies may include, without limitation, (a) specific performance of the terms of the Agreement, (b) disgorgement of any amount of consideration received for the Property that exceeds an Affordable Housing Cost, and (c) an order to pay attorneys' fees, as set forth in Section 25 herein.

15. Non Waiver. Failure to exercise any right City may have or be entitled to, in the event of default hereunder, shall not constitute a waiver of such right or any other right in the event of a subsequent default.

16. Documents. Program Participant is aware that the City has prepared certain documents to implement the Program and secure repayment of the City Homebuyer Loan. Program Participant has reviewed and agrees to execute the following documents prior to receiving the City Homebuyer Loan:

(a) Disclosure Statement (Exhibit "F");

(b) Homebuyer Senior Note (Exhibit "B");

(c) Homebuyer Senior Deed of Trust (Exhibit "C");

(d) Acknowledgment of Declaration of Conditions, Covenants and Restrictions of Property (the "Homebuyer Acknowledgment of Covenants") (Exhibit "H");

(e) Homebuyer Junior Note (Exhibit "I");

(f) Homebuyer Junior Deed of Trust (Exhibit "J"); and

(g) Seller Deed (Exhibit "K").

Program Participant agrees and acknowledges that each of the Homebuyer Senior Deed of Trust, as well as the Homebuyer Junior Deed of Trust shall be recorded with the County Recorder of

the County of Riverside and, along with the City Developer CC&Rs, the Homebuyer Acknowledgment of Covenants and a Notice of Affordability Restrictions (substantially in the form of Exhibit "E" hereto), shall appear of record with respect to and as encumbrances to the Property.

17. Further Assurances. The Program Participant shall execute any further documents consistent with the terms of this Agreement, including documents in recordable form, as the City shall from time to time find necessary or appropriate to effectuate its purposes in entering into this Agreement.

18. Governing Law. The Program Participant hereby agrees to comply with all ordinances, rules, and regulations of City and the Housing Authority. Nothing in this Agreement is intended to be, nor shall it be deemed to be, a waiver of any City ordinance, rule, or regulation. This Agreement shall be governed by the laws of the State of California. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of Riverside, State of California, or in the Federal District Court in the Central District of California.

19. Amendment of Agreement. No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by the Program Participant and City.

20. City May Assign. City may, at its option, assign its right to receive repayment of the loan proceeds without obtaining the consent of the Program Participant.

21. Program Participant Assignment Prohibited. In no event shall Program Participant assign or transfer any portion of this Agreement without the prior express written consent of the City, which consent may be given or withheld in the City's sole discretion. No assumption of the loan made by City as evidenced by the Homebuyer Senior Note shall be permitted at any time. This section shall not prohibit the City's right to assign all or any portion of its rights to the loan proceeds hereunder.

22. Relationship of Program Participant and City. The relationship of Program Participant and City pursuant to this Agreement is that of debtor and creditor and shall not be, or be construed to be a joint venture, equity venture, partnership, or other relationship.

23. Monitoring. To the extent permitted by law, City and its designated employees and agents shall have the right to enter the Property at all reasonable times without a warrant for the purpose of monitoring Program Participant's compliance with this Agreement. Any such entry shall be made only after reasonable notice to Program Participant, which shall mean at least forty-eight (48) hours in all non-emergency situations. Upon receipt of such notice, Program Participant agrees to consent to entry by City and to cooperate in making the Property available for inspection by City. Program Participant acknowledges and agrees that if for any reason Program Participant fails to consent to such entry or inspection, City may obtain an administrative inspection warrant or take such other legal actions as may be necessary to gain access to and inspect the Property. City shall indemnify and hold harmless Program Participant from any costs, claims, damages or liabilities pertaining to any such entry.

24. Notices. Any notices, requests or approvals given under this Agreement from one party to another may be personally delivered or deposited with the United States Postal Service for

mailing, postage prepaid, registered or certified mail, return receipt requested to the following address:

To Program Participant: [name of homebuyer]
[address of homebuyer]
Moreno Valley, California 92552

To City: City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552
Attention: City Manager

Either party may change its address for notice by giving written notice thereof to the other party.

25. Attorneys' Fees and Costs. Should either of the parties to this Agreement incur attorneys' fees in seeking the enforcement of this Agreement, whether or not a final court judgment is entered, the prevailing party shall be entitled to reimbursement of its reasonable attorneys' fees and litigation costs, including without limitation expert witness fees, by the other party.

26. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental thereto, and supersedes all prior negotiations, discussions and previous agreements between the City and the Program Participant concerning all or any part of the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below.

"PROGRAM PARTICIPANT"

By: _____

Printed Name: _____

Dated: _____, 2013

"CITY"

CITY OF MORENO VALLEY, a municipal corporation

By: _____

Its: _____

Dated: _____, 2013

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

[to come]

EXHIBIT B

HOMEBUYER SENIOR NOTE

(PROMISSORY NOTE SECURED BY DEED OF TRUST)

NOTICE TO MAKER: EQUITY SHARE AMOUNT(S) SHALL BE DUE AND PAYABLE IF CERTAIN EVENTS OCCUR

$206,250.00 ("Original Principal Amount") plus equity share Moreno Valley, California

_____, 2013 ("City Loan Date")

Property Address: [address of homebuyer]

Moreno Valley, California 92552
City State Zip Code

FOR VALUE RECEIVED, the undersigned ("Maker") promises to pay to the City of Moreno Valley ("Holder" or "City") at 14177 Frederick Street, Moreno Valley, California 92552, or at such other address as Holder may direct from time to time in writing, the sums specified in the terms and provisions of this Promissory Note as the "Senior Note Amount".

1. **Loan Agreement.** This Homebuyer Senior Promissory Note (this "Note") is made and delivered pursuant to and in implementation of the Homebuyer Loan Agreement entered by and among the Holder and the Maker dated _____, 2013 ("Agreement"), a copy of which is on file as a public record with the Holder. The Agreement is incorporated herein by this reference. The Maker acknowledges that but for the execution of this Note, the Holder would not enter into the Agreement or make the loan contemplated therein. Unless definitions of terms have been expressly set out at length herein, each term shall have the same definition as set forth in the Agreement.

2. **Term.** The term of the Note shall be forty-five (45) years from the City Loan Date ("Term"). This Note will mature on _____, 20____.

3. **Note Amount.** The sums due and payable pursuant to the terms and provisions of this Note consist of both the Original Principal Amount and amounts which become payable as "Equity Share Amounts" (as set forth in Section 7 hereof), as both terms are hereinafter defined (collectively, the "Senior Note Amount").

(i) **City Loan Amount.** As one component of the Note Amount, Maker shall pay to City the principal amount of Two Hundred Six Thousand Two Hundred Fifty Dollars ($206,250.00), together without interest thereon as set forth in Section 4 below.

(ii) **Equity Share Amount(s).** As a second component of the Senior Note Amount, Maker shall pay to City an Equity Share Amount as set forth in Section 7 herein.

4. **Senior Loan Amount; Interest Rate.** The Senior Loan Amount shall accrue no (0%) interest; provided that upon occurrence of each and every event of acceleration occurs as set forth in Section 6, an Equity Share Amount shall become due and payable.

5. **Senior Loan Amount; Time of Payment and Forgiveness.** No repayment of the Senior Loan Amount shall be required unless and until the Note Amount becomes due and payable, as provided in Section 6 below. In the event that Maker (and its successors) is in compliance with all of the requirements of this Agreement and the Note Amount has not earlier become due and payable, commencing as of the fifth (5th) anniversary of the City Loan Date and continuing on each anniversary thereof during the Affordability Period, the City shall forgive 1/40th of the original principal amount of Senior Loan Amount. Provided that Maker is in compliance with all of the requirements of the Agreement and the Note Amount has not earlier become due and payable, any portion of the Senior Loan Amount that remains unpaid upon the expiration of the Affordability Period shall be forgiven as of such date. In no event shall any payments be made by the City to the Maker (or successor) by virtue of this Section 5.

6. **Acceleration.** The whole of the Senior Note Amount, inclusive of both the Original Principal Amount, the Equity Share Amount(s), and all other payments due hereunder and under the Agreement shall become due and be immediately payable to the Holder by the Maker upon the occurrence of the first of the following events: (a) the sale or transfer of the Property, including, without limitation, the lease, exchange or other disposition of the Property or any interest therein, whether voluntary or involuntary, except (i) a sale of the Property to a Low Income Household at an Affordable Housing Cost with City's prior written approval accomplished in strict conformity with Section 4 of the Agreement, or (ii) the transfer of the Property solely as a result of the marriage, divorce, incompetence or death of one or more individuals constituting the Maker, so long as the transferee(s) give written notice supported by reasonable evidence of such event to Holder within thirty (30) days of its occurrence and the transferee(s) assume the Maker's obligations under the Agreement and this Note, by execution of an assignment and assumption agreement to be provided by the Holder, or (iii) a sale or transfer which under applicable law would not, by itself, permit the Holder to exercise a due on sale or due on encumbrance clause, or such time if or when Maker is no longer an occupant of the Property pursuant to Section 5 of the Agreement or is in default of any other obligation under the Agreement.

7. **Equity Share Amount(s).** In the event that the Senior Note Amount becomes due and payable pursuant to Section 6 above, the Maker shall pay to Holder the "Equity Share Amount(s)," as hereinafter defined. The Senior Note Amount, including without limitation an Equity Share Amount, shall be computed and shall be due and payable in connection with each and every Event of Acceleration (as described in Section 6 hereof) which occurs during the Affordability Period.

(a) **Calculation of Equity Share Amount(s).** The "Equity Share Amount(s)" means an amount equal to a percentage share of the appreciation of the Property determined by multiplying a variable percentage factor ("Variable Applicable Factor") by the difference between the Sales Price and the Purchase Price.

(b) **Variable Applicable Factor Calculation.** The Variable Applicable Factor shall be calculated by dividing the Holder's total initial equity contribution ("City/Authority Contribution") by the sum of the City/Authority Contribution plus the Maker's total initial equity contribution, including the "Sweat Equity Amount" as described below ("Participant Contribution").

In other words the City/Authority Contribution shall be the numerator, and the sum of the City/Authority Contribution plus the Participant Contribution shall be the denominator of a fraction that equals a percentage that is the Variable Applicable Factor (subject to Section 7(b)(i)).

$$\textbf{Variable Applicable Factor} = \frac{\textbf{City/Authority Contribution}}{\textbf{City/Authority Contribution + Participant Contribution}}$$

For example, if the City/Authority Contribution equals $206,250, for purpose of illustration, and the Participant Contribution equals $30,000, the Variable Applicable Factor would equal 87.30% ($206,250 divided by the sum of $206,250 plus $30,000).

$$\textbf{87.30\% (Variable Applicable Factor)} = \frac{\textbf{\$206,250 (City/Authority Contribution)}}{\textbf{\$206,250 (City/Authority Contribution) + \$30,000 = (\$236,250) (Participant Contribution)}}$$

The "City/Authority Contribution" is the sum of the following amounts contributed by Holder to the value of the Property, determined as follows: (i) principal amount of the Senior Loan Amount; (ii) the Affordable Housing Cost Subsidy, as hereinafter defined to the extent not already counted within the Original Principal Amount; and (iii) the principal amount(s) of any other loan(s) or subsidy(ies) provided by Holder (or City).

The "Participant Contribution" is the sum of the following amounts contributed by Trustor to the value of the Property: (i) the amount of Twenty Thousand Dollars (the "Sweat Equity Amount"); (ii) Trustor's cash down payment plus Trustor's portion of closing costs; and (iii) the original principal amount of loans(s) or other subsidy(ies) secured by Program Participant or trustor, (excluding and other than loan(s) or subsidy(ies) provided by City or City) and applied by Program Participant towards the purchase of the Property.

The "Purchase Price" is the original purchase price paid by Maker (or Maker as the qualified successor owner of the Property) to the seller of the Property ("Seller") for Seller's interest in the Property, exclusive of escrow fees, title insurance costs, broker's commissions, loan fees or any other closing or transaction costs. Subject to the provisions set forth herein below, the value of Qualified Capital Improvements shall be added to the Purchase Price when calculating the Equity Share Amount(s).

The "Sales Price" is the price to be paid by the prospective buyer (who is not a qualified Low Income Buyer) of the Property ("Buyer") to Maker (or Maker as the qualified successor owner of the Property) for Maker's interest in the Property, exclusive of reasonable escrow fees, title insurance costs, broker's commissions, loan fees or any other closing or transaction costs. The Sales Price shall be established in conformity with Section 7(h)(i). In the event of Maker's refinancing, failure to occupy, or default under the Agreement, the "Sales Price" shall be established in conformity with Section 7(h)(ii).

The "Affordable Housing Cost Subsidy" is an amount of subsidy Holder has provided to Maker by making the Property available for purchase at a price that constitutes Affordable Housing Cost. The Affordable Housing Cost Subsidy equals the difference between (i) the sum of Two Hundred Fifty Thousand Dollars ($250,000) (which is deemed to represent the

fair market value of the Property as of the date of the Purchase Agreement) and (ii) the Original Homebuyer Purchase Price.

(i) Program Participant (or Program Participant's heirs following the death of Program Participant) agrees to notify City not less than thirty (30) days prior to (i) the opening of escrow for the sale of the Property, (ii) the signing of any agreements or documents related to the transfer, including, without limitation, lease, exchange or other disposition of any interest in the Property, (iii) any proposed refinancing, or (iv) the close of Program Participant's probate estate. Nothing in this Section 2, however, shall be construed to authorize the Property to be leased or rented.

(c) **Using the Variable Applicable Factor to Determine the Equity Share Amount(s).** The Equity Share Amount(s) is calculated by multiplying the Variable Applicable Factor by the difference between the Sales Price and the Purchase Price. For example, if the Variable Applicable Factor equals 87.30%, the Equity Share Amount(s) would then equal 87.30% (Variable Applicable Factor) x (Sales Price minus the Purchase Price).

In the above example, if the Sales Price equals $500,000 and the Purchase Price (for a sale occurring prior to the fifth anniversary of the acquisition of the Homebuyer Property by the original owner and assuming no Qualified Capital Improvements) equals $250,000, the Equity Share Amount(s) would equal $218,250 (87.30% x ($500,000 minus $250,000)).

87.30% (Variable Applicable Factor) x $250,000 (Sales Price – Purchase Price) = $218,250 (Equity Share Amount(s)).

Using the same example but assuming that the sale takes place after the fifth and prior to the sixth anniversary of the acquisition of the Homebuyer Property by the original owner, the Equity Share Amount would equal $215,750 (86.30% Variable Rate Factor [87.30 – 1=86.30] x $250,000 [Sales Price – Purchase Price] = $215,750 [Equity Share Amount]). Note: the setting forth of the examples herein does not indicate that such sales are permitted; the restrictions as to affordable housing cost and Low Income as set forth in the Agreement and the City Developer CC&Rs will apply.

(d) **Calculation of Equity Share Amount(s) for Subsequent Buyers (Participants).** If pursuant to Section 9 hereof, a Buyer has fully assumed the Maker's obligations under the Agreement, this Note, and the Homebuyer Deed of Trust, and such Buyer causes an event of acceleration to occur, the Equity Share Amount(s) to be paid by such Buyer shall be calculated by multiplying the Variable Applicable Factor, established in Section 7(b) above, by the difference between the Sales Price, established in conformity with Section 7(h) hereof, and the Purchase Price.

(e) **Credits for Trustor.** Notwithstanding the foregoing portion of this Section 7, in calculating the Variable Applicable Factor, in the event the Program Participant occupies the Homebuyer Property in conformity with each of the Homebuyer Loan Agreement, the City Developer CC&Rs for a period of not less than five (5) years (measured by anniversary of the date of acquisition of the corresponding Homebuyer Property by such Program Participant), the Variable Applicable Factor shall be reduced by one (1) percentage point. Thereafter, for each additional year that such Program Participant remains in conforming occupancy of the Homebuyer

Property, the Variable Applicable Factor shall be reduced by two-tenths of one percentage point (.2). In the event of a change of ownership of the Homebuyer Property, the Variable Applicable Factor shall revert to the original percentage (as set forth in the illustrative example above, eighty seven and three tenths percent [87.30%]), and the process for the availability of credits in respect to conforming occupancy of the Homebuyer Property shall be repeated in the manner described in the foregoing portion of this subsection (e).

(f) **Qualified Capital Improvements**. The value of any Qualified Capital Improvements completed by Maker during Maker's ownership of the Property shall be added to the Purchase Price when calculating the Equity Share Amount(s) only if, not later than thirty (30) days prior to the event of acceleration causing the Equity Share Amount(s) to become immediately due and payable pursuant to Section 6 hereof, Maker submits the following to Holder: (i) an itemized list of the Qualified Capital Improvements, (ii) reliable proof of completion of the Qualified Capital Improvements (as evidenced e.g., by final building permits, certificate of completion or original paid invoices or construction contracts), and (iii) an appraisal from a certified appraiser, in form and substance reasonably acceptable to the City Manager of the City (the "City Manager"), the conclusion of which is that the Qualified Capital Improvements have added the stated amount to the fair market value of the Property.

If, within (30) days of receipt of the information concerning the Qualified Capital Improvements, Holder questions the claimed increase in the value of the Property by reason of said Qualified Capital Improvements, Holder and Maker may, by mutual agreement, establish the value of the Qualified Capital Improvements or Holder may require an appraisal of the Property, at Makers expense, by a second independent certified appraiser appointed by the Holder to determine the fair market value of the Qualified Capital Improvements.

(g) **Determination of Sales Price; Appraisal.**

(i) **Upon Sale of the Property**. In the event of a proposed sale of the Property by Maker and not less than thirty (30) days after Holder receives actual notice of the opening of escrow in connection therewith, the Holder may elect to appoint a certified, independent appraiser to conduct an appraisal of the Property, at Maker's expense, to assist Holder in determining if the Sales Price is at or near the fair market value of the Property at such time. If the Sales Price is determined by the appraisal to be three percent (3%) or more below the fair market value of the Property as estimated in said appraisal, then the "Sales Price" for purposes of determining the Equity Share Amount(s) shall be the fair market value of the Property established in said appraisal.

(ii) **Upon Refinancing/Failure to Occupy/Default**. In the event of refinancing, failure to occupy the Property in accordance with Section 7 of the Agreement, or default or breach of any provision of the Agreement which causes the Equity Share Amount(s) to become immediately due and payable, the "Sales Price" for purposes of determining the Equity Share Amount(s) shall be determined by an appraisal of the Property. Holder shall appoint a certified independent appraiser to conduct an appraisal of the Property, at Maker's expense. Maker agrees that in such event the Equity Share Amount(s) shall be the Variable Applicable Factor multiplied by the difference between the Purchase Price and "Sales Price" as established by the appraised value of the Property at the time of such refinancing, failure to occupy, or default of the Agreement.

8. **Maker's Acknowledgment of Equity Share Amount(s).**

MAKER ACKNOWLEDGES AND AGREES THAT UPON SALE, TRANSFER OR REFINANCING OF THE PROPERTY OR OTHER EVENT OF ACCELERATION, MAKER SHALL PAY TO HOLDER, IN ADDITION TO THE CITY LOAN AMOUNT, AN EQUITY SHARE AMOUNT(S) EQUAL TO A PERCENTAGE SHARE OF THE APPRECIATION OF THE PROPERTY AS CALCULATED PURSUANT TO THIS SECTION 7.

MAKER'S INITIALS: _____ _____

9. **Sale to Low Income Household at Affordable Housing Cost.** For a period ("Affordability Period") commencing upon the recording of the City Developer CC&Rs and terminating on the forty-fifth (45th) anniversary thereof ("Affordability Period Termination Date"), the Note Amount will not become due and payable if Maker sells or otherwise conveys the Property to a Low Income Household at an Affordable Housing Cost ("Eligible Persons and Families"), and the purchaser assumes this Note and the Agreement by an assignment and assumption agreement which is reasonably acceptable to the Holder and such additional documentation as may be required by Holder. Maker acknowledges it shall comply with the Affordable Housing resale restrictions relating to any prospective sale of the Property.

Sale to Low Income Household. For a period ("Affordability Period") commencing upon the recording of the City Developer CC&Rs and terminating on the forty-fifth (45th) anniversary thereof ("Affordability Period Termination Date"), the Note Amount will not become due and payable if Trustor sells or otherwise conveys the Property to a Low Income Household at an Affordable Housing Cost ("Eligible Persons and Families"), and the purchaser assumes the Note and the Agreement by an assignment and assumption agreement which is reasonably acceptable to the Beneficiary.

"Affordable Housing Cost" means as follows:

Each purchaser shall be a person or family of Low Income earning not more than eighty percent (80%) of Median Income which agrees to occupy the Homebuyer Property as such purchaser's principal residence. "Affordable Housing Cost" for each Participant (and all successors thereto during the 45-year Affordability Period) shall be as defined in Health & Safety Code Section 50052.5 (or its successor statute) and the implementing regulations thereto promulgated by the Housing and Community Development Department of the State of California. As of the date of the Agreement, Affordable Housing Cost means a monthly housing cost which does not exceed thirty percent (30%) times seventy percent (70%) of Median Income adjusted for family size appropriate to the Property; provided that if a particular household's income is between seventy percent (70%) and eighty percent (80%) of Median Income, then the actual income may be used in place of seventy percent (70%). (Pursuant to Section 50052.5 because the Property has three bedrooms the presumed household size for purposes of the Agreement is four persons.)

The income of co-signers (individuals who sign only the Promissory Note) and co-mortgagors (individuals who sign both the Promissory Note and the grant deed) will be included for determining whether Participant is a Low Income Household, if such co-signers and co-mortgagors are part of Participant's household and are residing in the Property.

10. Security for Note. This Note shall be secured by a deed of trust and rider thereto of even date herewith encumbering the Property ("the Homebuyer Senior Deed of Trust"), executed by Maker, as trustor, in favor of Holder, as beneficiary.

11. Prepayment of Note. Maker may prepay this Note to Holder, provided that any prepayment must be in full and not in part. Prepayment shall not, however, release Maker from the requirements of the City Developer CC&Rs. In addition, prepayment shall be treated in the same manner as a refinancing of the Property.

12. Holder May Assign. Holder may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Maker.

13. Maker Assignment Prohibited. In no event shall Maker assign or transfer any portion of this Note, the Senior Note Amount and/or the Agreement without the prior express written consent of the Holder, as provided in Section 9 hereof.

14. Joint and Several. The undersigned, if more than one, shall be jointly and severally liable hereunder.

15. Attorneys' Fees and Costs. In the event that any action is instituted to enforce payment under this Note, the parties agree the non-prevailing party shall be responsible for and shall pay to the prevailing party all court costs and all attorneys' fees incurred in enforcing this Note.

16. Amendments. This Note may not be modified or amended except by an instrument in writing expressing such intention executed by the parties sought to be bound thereby, which writing must be so firmly attached to this Note so as to become a permanent part thereof.

17. Maker's Waivers. Maker waives any rights to require the Holder to: (a) demand payment of amounts due (known as "presentment"), (b) give notice that amounts due have not been paid (known as "notice of dishonor"), and (c) obtain an official certification of nonpayment (known as "protest").

18. Notices. Any notice, demand, approval, consent, or other communication required or desired to be given under this Note shall be in writing and shall be either personally served, sent by telecopy, mailed in the United States mails, certified, return receipt requested, postage prepaid, or sent by other commercially acceptable means, addressed to the party to be served with the copies indicated below, at the last address given by that party to the other under the provisions of this section. All communications shall be deemed delivered at the earlier of actual receipt, the next business day after deposit with Federal Express or other overnight delivery service or two (2) business days following mailing as aforesaid, or if telecopied, when sent, provided a copy is mailed or delivered as provided herein:

To Maker:

[name of homebuyer]
[address of homebuyer]
Moreno Valley, California 92552

To City:

City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552
Attention: City Manager

19. Successors Bound. This Note shall be binding upon the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, Maker has executed this Note as of the date set forth below.

MAKER:

By: _____
Printed Name: [name of homebuyer]

EXHIBIT C

HOMEBUYER SENIOR DEED OF TRUST

DEED OF TRUST WITH ASSIGNMENT OF RENTS

WHEN RECORDED MAIL TO:
City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552
Attention: City Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)

This DEED OF TRUST, made as of _____, 2013 between [name of homebuyer] ("Program Participant" or "Trustor") whose address is [address of homebuyer], Moreno Valley, California 92552, **TICOR TITLE COMPANY OF CALIFORNIA**, a California corporation, herein called TRUSTEE, and the **CITY OF MORENO VALLEY**, a municipal corporation, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of Moreno Valley, County of Riverside, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing: (1) payment of the sum of $206,250, plus an equity share, according to the terms of a promissory note of even date herewith designated as the "Homebuyer Senior Note" made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof pursuant to a Homebuyer Loan Agreement between Trustor and Beneficiary as of _____, 2013 (the "Agreement"; a copy of the Agreement is on file with Beneficiary as a public record and is deemed incorporated herein by reference). All capitalized terms not defined herein shall have the meanings established therefor under the Agreement unless the context requires otherwise, (2) the performance of each agreement of Trustor incorporated by reference or contained herein, the default under any of which shall constitute a default hereunder, (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust, and (4) compliance under each of (i) that certain Declaration of Conditions, Covenants and Restrictions recorded on _____, 2013 as Document No. _____ among the official land records of the County of Riverside (the "City Developer CC& Rs") and (ii) that certain document entitled Certificate Regarding Declaration of Conditions, Covenants and Restrictions and Certain Other Instruments (the "Homebuyer Acknowledgment of Covenants") recorded of even date herewith, and (5) performance under Exhibit "B" which is attached hereto and incorporated herein by reference, and (5) performance under Exhibit "B" which is attached hereto and incorporated herein by reference.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Riverside County on August 18, 1964, commencing at Book 3778, Page 347 of Official Records of the County Recorder for the County of Riverside shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B thereof (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

SEE RIDER TO THIS DEED OF TRUST ATTACHED HERETO
AS EXHIBIT "B" AND MADE A PART HEREOF.

.....
[name of homebuyer]

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

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

WITNESS my hand and official seal.

_____
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Documents

_____
Signer(s) Other Than Named Above

DOCSOC/1612232v5/022432-0032

EXHIBIT A

LEGAL DESCRIPTION

[to come]

EXHIBIT B

RIDER TO DEED OF TRUST

Exhibit B to Deed of Trust with Assignment of Rents dated as of _____, 2013, executed by [name of homebuyer], an individual, as "Trustor", to TICOR Title Company of California, a California corporation, as Trustee, for the benefit of Housing Authority of the City of Moreno Valley, a public body, corporate and politic, as "Beneficiary" ("Deed of Trust").

1. DEFAULT. A default or breach under any of the following shall, at Beneficiary's option, constitute a default under this Deed of Trust:

(a) A default under that certain Homebuyer Loan Agreement, executed by Trustor as Program Participant and Beneficiary, as City;

(b) A default under the City Developer CC&Rs; or

(c) A default under any other deed of trust encumbering the Property which has a priority senior to this Deed of Trust.

2. NON-IMPAIRMENT. Except as supplemented and/or modified by this Deed of Trust, all of the terms, covenants and conditions of the Other Deeds of Trust and the other loan documents executed in connection therewith shall remain in full force and effect.

3. DUE ON SALE OR ENCUMBRANCE. In the event of any Transfer (as defined below) of the Property, or any portion thereof or interest therein, Beneficiary shall have the absolute right at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. As used herein, the term "Transfer" means and includes the direct or indirect sale, transfer, conveyance, mortgage, further encumbrance, assignment, or other alienation of the Property, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, the execution of any installment land sale contract, sales agreement or similar instrument affecting all or a portion of the Property, granting of an option to purchase any portion of or interest in the Property or any interest therein, or the lease of all or substantially all of the Property or of all or substantially all of the improvements situated on the Property; provided that a sale of the Property to a Low Income Household at an Affordable Housing Cost with City's prior written approval accomplished in strict conformity with Section 4 of the Homebuyer Loan Agreement shall not be deemed to constitute grounds for acceleration under this Deed of Trust. Failure of Beneficiary to exercise the option to declare all sums secured hereby immediately due and payable upon a Transfer will not constitute waiver of the right to exercise this option in the event of any subsequent Transfer.

4. PRIORITY OF DEED OF TRUST. This Deed of Trust shall be subject to the City Developer CC&Rs but shall be senior to any deed of trust.

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) to pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation thereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To Pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof

regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance or any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE
TO TICOR TITLE COMPANY OF CALIFORNIA, TRUSTEE

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed on payment to you of any sums owning owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated: _____

_____

_____

Please mail Deed of Trust,
Note and Reconveyance to

_____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

DEED OF TRUST
with power of sale

_____
TRUSTEE

DOCSOC/1612232v5/022432-0032

MV00200741

EXHIBIT D

CITY DEVELOPER CC&Rs

[to come: same as Attachment No. 7]

EXHIBIT E

NOTICE OF AFFORDABILITY RESTRICTIONS

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552
Attention: Jane Halstead, City Clerk

[Space above for recorder.]

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY

This **NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY** (or "Notice of Affordability Restrictions") is dated as of _____ __, 201_ (for identification purposes) and recorded to provide notice substantially as described by Section 33334.3(f)(3)(B) of the California Health and Safety Code as amended by AB 987, Chapter 690, Statutes of 2007 (herein, "Chapter 690"), and affects that certain property described in Exhibit "A" hereto ("Homebuyer Property"). The Housing Authority of the City of Moreno Valley, a public body, corporate and politic ("Authority"), the City of Moreno Valley, a municipal corporation ("City") and Habitat for Humanity, Riverside, Inc., a California nonprofit public benefit corporation ("Developer") previously entered into an Affordable Housing Agreement dated as of May 1, 2013 (the "AHA"). The AHA provided, in part, for the Developer to acquire certain land designated therein as the "Site" (which includes the Homebuyer Property as well as adjacent properties, as more particularly described in the AHA) and for the Developer to divide the Site into eight (8) lots (each a "Lot"), to develop or cause to be developed a detached, single-family dwelling on each (each a "House"), and to sell to "Lower Income Households" (as defined below) at a cost which does not exceed "Affordable Housing Cost" (as defined below) each Lot with the corresponding House (each such Lot with a House constituting a "Homebuyer

Property" or an "Affordable Unit"). _____, a [capacity] (the "Participant"), have entered into a purchase and sale agreement with Developer dated as of _____ __, 201_ (the "Purchase and Sale Agreement") under which Developer agreed to sell and Participant agreed to purchase the Homebuyer Property (as defined herein) subject to covenants which restrict use of the Homebuyer Property as a resource for affordable housing, as more particularly set forth herein. In addition, the Participant entered into an agreement entitled "Homebuyer Loan Agreement" with City, dated as of _____ __, 201_ (the "Homebuyer Loan Agreement") under which Participant agreed with the City that the Homebuyer Property would be subject to covenants which restrict use of the Homebuyer Property as a resource for affordable housing.

1. Each of the AHA and the Homebuyer Loan Agreement provides for affordability restrictions and restrictions on the transfer of the Property as more particularly set forth in the AHA and the Homebuyer Loan Agreement. A copy of each of the AHA and the Homebuyer Loan Agreement is on file with the Authority as a public record and each is deemed incorporated herein. Reference is made to the AHA and the Homebuyer Loan Agreement with regard to the complete text of the provisions of such agreement which provides for affordability restrictions and restrictions on the transfer of the Property.

2. Each of the AHA and the Homebuyer Loan Agreement restricts ownership and occupancy of the Homebuyer Property to a household of limited income, paying an affordable housing cost; such restrictions are set forth at greater length in documents recorded against the Property, entitled the Declaration of Conditions, Covenants and Restrictions ("CC&Rs"), substantially in the form of Attachment No. 7 to the AHA, a Homebuyer Senior Deed of Trust substantially in the form prescribed by the Homebuyer Loan Agreement therefor ("Homebuyer Senior Deed of Trust"), a Homebuyer Junior Deed of Trust substantially in the form prescribed by the Homebuyer Loan Agreement therefor ("Homebuyer Junior Deed of Trust"), and a Resale Restriction Agreement ("Resale Restriction Agreement"), substantially in the form as prescribed by the Homebuyer Loan Agreement, each of which is deemed to be incorporated herein by reference.

2.1 Article IV, Section 1 of the CC&Rs provides in part follows:

> ".....shall only be owned and occupied by Participant or by households which, as of the time of purchase of the Site, have an income which does not exceed Eighty Percent (80%) of the Riverside County monthly median

income (which households shall, for purposes of this Declaration, constitute "Eligible Persons or Families"). It is further agreed and acknowledged that each and every occupant of each of the…[Property] shall execute agreements, promissory notes and deeds of trust encumbering the subject property for the benefit of the City in form acceptable to the City.

(b) The …[Property] may be sold at an Affordable Housing Cost (as defined below) to Eligible Persons or Families. Affordable Housing Cost shall mean, as to each household consisting of Eligible Persons or an Eligible Program Participant, that purchase price which would result in monthly housing payments which do not exceed an amount under any currently prevailing, fixed conventional home mortgage lending rates applied by any reputable institutional home mortgage lender, or the lending rates of any government-subsidized or special mortgage program for which such person or family qualifies and has obtained a first trust deed loan, which do not exceed: (i) thirty percent (30%) of seventy percent (70%) of the Riverside County monthly median income (as determined by the United States Department of Housing and Urban Development) (the "Median Income") for a household having an income which does not exceed eighty percent (80%) of the Median Income, all as more particularly set forth in Sections 50052.5 and 50079.5 of the California Health and Safety Code; provided that if a particular household's income is between seventy percent (70%) and eighty percent (80%) of Median Income, then the actual income may be used in place of seventy percent (70%).

(c) The covenant contained in this Section … shall run with the land.

3. During the Affordability Period, the Property, and any interest therein, shall not be conveyed except with the express prior written consent of Grantor, which consent shall be given only if the conveyance is in conformity with the requirements of the AHA, the CC&Rs and the Homebuyer Loan Agreement.

4. The restrictions contained in the CC&Rs expire forty-five (45) years following the date the CC&Rs were recorded against the Property.

5. The commonly known address for the Property is: [to come], Moreno Valley, California 92552.

6. The assessor's parcel number for the Property is: [to come]; such number is subject to change.

7. The legal description for the Property is attached hereto as Exhibit "A" and is incorporated herein by reference.

8. This Notice of Affordability Restrictions is intended merely to provide notice in the manner generally described under Chapter 690. The HDA, the CC&Rs, the Homebuyer Senior Deed of Trust and the Homebuyer Junior Deed of Trust all remain in full force and effect and are not amended or altered in any manner whatsoever by this Notice of Affordability Restrictions.

9. Capitalized terms shall have the meanings established under the AHA (including all Attachments thereto) and if not provided in the AHA, then under the Homebuyer Loan Agreement excepting only to the extent as otherwise expressly provided under this Notice of Affordability Restrictions.

10. Persons having questions regarding this Notice of Affordability Restrictions, the AHA, the Homebuyer Loan Agreement and any of the attachments thereto (including without limitation the CC&Rs, the Homebuyer Senior Deed of Trust and the Homebuyer Junior Deed of Trust) should contact the City or Authority at their offices (14177 Frederick Street, Moreno Valley, California 92552, or such other address as may be designated by the City from time to time).

[Signatures appear on following page.]

AUTHORITY:

HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, a public body, corporate and politic

By:_____
Henry T. Garcia,
Executive Director

CITY:

CITY OF MORENO VALLEY, a municipal corporation

_____
By: Henry T. Garcia, City Manager

ATTEST:

_____
Jane Halstead,
City Clerk and Authority Secretary

PARTICIPANT:

[to come]

By:_____
[to come]

EXHIBIT "A"

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Riverside, City of Moreno Valley, and described as follows:

[to come]

APN: [to come]

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer

_____
Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Documents

_____
Signer(s) Other Than Named Above

EXHIBIT E TO ATTACHMENT NO. 6

DOCSOC/1612232v5/022432-0032

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer

_____
Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Documents

_____
Signer(s) Other Than Named Above

EXHIBIT E TO ATTACHMENT NO. 6

DOCSOC/1612232v5/022432-0032

EXHIBIT F

DISCLOSURE STATEMENT

I/we [name of homebuyer] ("Participant") understand, acknowledge and agree that my/our acquisition of that certain real property described in Addendum "A" attached hereto and improvements thereon (collectively, the "Property") is conditional on a number of factors, including, but not limited to:

- I/we are buying a single-family detached home within the City of Moreno Valley in accordance with the requirements of that certain Affordable Housing Agreement (the "Agreement") entered into by and among the Housing Authority of the City of Moreno Valley (the "Housing Authority"), the City of Moreno Valley (the "City") and Habitat for Humanity, Riverside, Inc. ("Habitat"); all capitalized terms in this Disclosure Statement that are not otherwise defined herein have the meanings set forth in the Agreement.

- I/we must qualify as a Low Income Household pursuant to Health & Safety Code Section 50079.5.

- The City has provided assistance to make the Property available to a Low Income Household at Affordable Housing Costs and is relying upon information I/we have made available to the City.

I/We further understand and agree that:

- I/we will be responsible for payment under each of (i) the "Homebuyer Senior Note" (in favor of City as beneficiary, in the original principal amount of $206,250, and with an original term of 45 years); and (ii) the "Homebuyer Junior Note" (in favor of City as beneficiary, in the original principal amount of $200,000, and with an original term of 45 years). I/we agree that regular monthly payments will be required under the Homebuyer Senior Note and to make such payment as becomes due and payable under the Homebuyer Senior Note. I/we understand and agree that I/we will make all payments to the City. The City will be responsible to make any payments which become due and payable by City to Habitat under the Agreement, which is a matter with which I/we need not be concerned.

- If I/we comply with all of the requirements under the Agreement, including the attachments thereto, I/we will not be required to make monthly payments under the Homebuyer Senior Note. I understand that use of the Property will be limited to use as my/our personal residence for forty-five (45) years (the "Affordable Housing Period"); I further understand that the ability to resell or refinance the Property is severely restricted. I will be required to make regular monthly payments to City under the Homebuyer Junior Note.

- I/we may prevent the amounts outstanding under Homebuyer Senior Note from becoming due and payable by retaining the Property throughout the Affordable Housing Period, or by selling or otherwise conveying the Property to a Low Income Household at an Affordable Housing Cost in strict conformity with the Agreement

and with the City's prior written approval. ***This restricts the persons to whom we may sell the Property, may result in a sales price which is substantially less than the fair market value of the Property and may preclude refinancing or the sale of the Property in various cases.*** I understand further that I will be required, in any event, to make regular monthly payments under the Homebuyer Junior Note as provided therein.

- For a forty-five (45) year period, the Property may only be transferred to Low Income Households at an Affordable Housing Cost and the Property must be and remain owner-occupied.

- During the term of our ownership of the Property, I/we intend to continuously occupy the Property and I/we shall not rent or lease the Property.

- I/we may be responsible for paying an appraisal fee in connection with my/our sale, transfer, or refinance of the Property, or if the Homebuyer Senior Note becomes due and payable because I/we am/are in default of any provisions of the Agreement, the Covenants, or the Deed of Trust.

- City shall not be held responsible for any costs associated with my/our purchase of the Property, including but not limited to any loan fees or charges, any charges for appraisals, or any escrow costs or other costs relating to the transfer of the Property.

- City cannot ensure that information provided by or on my/our behalf will be kept confidential.

- City shall not be charged with the knowledge of the contents of the documents of my/our primary lender.

The City financial assistance I receive under this Program may be considered to be income for purposes of federal or state income taxes and the City shall not be held responsible for the payment of any taxes which I may incur by virtue of the receipt of such financial assistance.

PARTICIPANT

Dated: _____, 2013

By:_____
[name of homebuyer]

ADDENDUM "A"

[to come: Description of the Property]

TRUTH-IN-LENDING

REGULATION Z DISCLOSURE STATEMENT

HOMEBUYER SENIOR LOAN

(Note: it is contemplated that Borrower will also receive a junior loan from City; the terms of such junior loan are not described herein.)

Date: _____

Annual Percentage Rate	*Finance Charge*	*Amount Financed*	*Total of Payments*
The cost of your loan as a yearly rate (interest).	The dollar amount the loan will cost you (total accrued interest).	The amount of the City Loan provided to you or on your behalf.	The amount you have paid after you have made all payments as scheduled.
0% simple interest	$	$206,250	$206,250
PLUS CITY SHARE (on $206,250 loan)	PLUS CITY SHARE (on $206,250 loan)	PLUS CITY SHARE (on $206,250 loan)	PLUS CITY SHARE (on $206,250 loan)

Creditor: CITY OF MORENO VALLEY
14177 Frederick Street
Moreno Valley, California 92552

Borrower: [name of homebuyer]
[address of homebuyer]
Moreno Valley, California 92552

Itemization of Amount Financed: You have the right to receive at this time an itemization of the Amount Financed.

_____ I want an itemization. _____ I do not want an itemization.

Your Payment Schedule Will Be:

Number of Payments	*Amount of Payments*	*When Payments Are Due*
senior loan: One (1)		(a) senior loan Forty-five (45) years from the date the loan is made, unless the loan is accelerated pursuant to Section 6 of the Homebuyer Senior Note, in which case payment will be due at the time of acceleration.

Property: You must obtain property insurance in an amount equal to the full replacement value of the structures on the Property and name the City of Moreno Valley as a loss payee.

Security: You are giving a security interest in the home you are purchasing which is located at _____.

Filing Fees: $_____ Non-Filing Insurance: $_____

Late Charge: If a payment is late, you will be charged $_____/_____% of the payment.

Prepayment: If you pay off early, you

_____ may _____ may not have to pay principal, accrued simple interest and contingent deferred interest.

_____ may _____ may not have to pay a penalty.

_____ may _____ may not be entitled to a refund of part of the finance charge.

Interest Rate: The Homebuyer Senior Loan has a base interest rate that is

_____ fixed at zero percent 0% per year.

_____ variable. Disclosures about the variable-rate feature have been provided to you earlier.

The complete terms of the Homebuyer Senior Loan are fully set forth in the Homebuyer Loan Agreement, the Homebuyer Senior Note, the Homebuyer Senior Deed of Trust and the City Developer CC&Rs. ***READ ALL OF THESE DOCUMENTS CAREFULLY. ALL OF THESE DOCUMENTS AFFECT YOUR LEGAL RIGHTS.***

Assumption: Someone buying your house

_____ may, subject to conditions, be allowed to assume the remainder of the mortgage on the original terms.

_____ cannot assume the remainder of the mortgage on the original terms.

Demand Feature: This obligation

_____ [is payable on demand] or [has a demand feature]

_____ [is not payable on demand] or [has no demand feature]

See your loan documents for any additional information about the terms of the Homebuyer Senior Loan (under the Homebuyer Senior Note), nonpayment, default and penalties and any required repayment in full before the scheduled date.

ITEMIZATION OF THE AMOUNT FINANCED OF $_____

$_____ Amount given to you directly

$_____ Amount paid on your account

Amount paid to others on your behalf:

$_____ to [credit bureau] [appraiser] [title insurance company] [escrow]

$_____ to (name of another creditor)

$_____ to (other)

$_____ prepaid finance charge

NOTICE OF RIGHT TO CANCEL

Your Right to Cancel

You are entering into a transaction that will result in a lien on your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

(1) the date of the transaction, which is _____; or
(2) the date you received your Truth in Lending disclosures; or
(3) the date you received this notice of your right to cancel.

If you cancel the transaction, the lien is also canceled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the lien on your home has been canceled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at any location in the City of Moreno Valley convenient to you. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of you offer, you may keep it without further obligation.

How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing, at

CITY OF MORENO VALLEY
14177 Frederick Street
Moreno Valley, California 92552
ATTN: City Manager

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of the third business day following the latest of the three events listed above. If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

ACKNOWLEDGMENT OF RECEIPT

I have received two (2) copies of this Notice of Right to Cancel.

Signature	Date
Signature	Date

I WISH TO CANCEL

Signature	Date
Signature	Date

I HAVE NOT CANCELED

I confirm that at least four days ago (excluding Sundays and federal holidays) I received two (2) copies of this notice, and I have not canceled the transaction for which this notice is given.

Signature	Date
Signature	Date

TRUTH-IN-LENDING

REGULATION Z DISCLOSURE STATEMENT

HOMEBUYER JUNIOR LOAN

(Note: it is contemplated that Borrower will also receive a senior loan from City; the terms of any such junior loan are not described herein.)

Date: _____

Annual Percentage Rate	*Finance Charge*	*Amount Financed*	*Total of Payments*
The cost of your loan as a yearly rate (interest).	The dollar amount the loan will cost you (total accrued interest).	The amount of the City Loan provided to you or on your behalf.	The amount you have paid after you have made all payments as scheduled.
0% simple interest	$0	$200,000	$200,000

Creditor: CITY OF MORENO VALLEY
14177 Frederick Street
Moreno Valley, California 92552

Borrower: [name of homebuyer]
[address of homebuyer]
Moreno Valley, California 92552

Itemization of Amount Financed: You have the right to receive at this time an itemization of the Amount Financed.

_____ I want an itemization. _____ I do not want an itemization.

Your Payment Schedule Will Be:

Number of Payments	*Amount of Payments*	*When Payments Are Due*
five hundred forty (540)	$370.37	On the first day of each month after the loan is made, unless the loan is accelerated pursuant to Section 6 of the Homebuyer Junior Note, in which case payment will be due at the time of acceleration.

Property: You must obtain property insurance in an amount equal to the full replacement value of the structures on the Property and name the City of Moreno Valley as a loss payee.

Security: You are giving a security interest in the home you are purchasing which is located at _____.

Filing Fees: $_____ Non-Filing Insurance: $_____

Late Charge: If a payment is late, you will be charged $_____/_____% of the payment.

Prepayment: If you pay off early, you

_____ may _____ may not have to pay principal, accrued simple interest and contingent deferred interest.

_____ may _____ may not have to pay a penalty.

_____ may _____ may not be entitled to a refund of part of the finance charge.

Interest Rate: The Homebuyer Junior Loan has a base interest rate that is

_____ fixed at zero percent 0% per year.

_____ variable. Disclosures about the variable-rate feature have been provided to you earlier.

The complete terms of the City loans are fully set forth in the Homebuyer Loan Agreement, the Homebuyer Junior Note, the Homebuyer Junior Deed of Trust and the City Developer CC&Rs. ***READ ALL OF THESE DOCUMENTS CAREFULLY. ALL OF THESE DOCUMENTS AFFECT YOUR LEGAL RIGHTS.***

Assumption: Someone buying your house

_____ may, subject to conditions, be allowed to assume the remainder of the mortgage on the original terms.

_____ cannot assume the remainder of the mortgage on the original terms.

Demand Feature: This obligation

_____ [is payable on demand] or [has a demand feature]

_____ [is not payable on demand] or [has no demand feature]

See your loan documents for any additional information about the terms of the Homebuyer Junior Loan (under the Homebuyer Junior Note), nonpayment, default and penalties and any required repayment in full before the scheduled date.

ITEMIZATION OF THE AMOUNT FINANCED OF $_____

$_____ Amount given to you directly

$_____ Amount paid on your account

Amount paid to others on your behalf:

$_____ to [credit bureau] [appraiser] [title insurance company] [escrow]

$_____ to (name of another creditor)

$_____ to (other)

$_____ prepaid finance charge

NOTICE OF RIGHT TO CANCEL

Your Right to Cancel

You are entering into a transaction that will result in a lien on your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

(1) the date of the transaction, which is _____; or
(2) the date you received your Truth in Lending disclosures; or
(3) the date you received this notice of your right to cancel.

If you cancel the transaction, the lien is also canceled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the lien on your home has been canceled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at any location in the City of Moreno Valley convenient to you. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of you offer, you may keep it without further obligation.

How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing, at

CITY OF MORENO VALLEY
14177 Frederick Street
Moreno Valley, California 92552
ATTN: City Manager

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of the third business day following the latest of the three events listed above. If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

ACKNOWLEDGMENT OF RECEIPT

I have received two (2) copies of this Notice of Right to Cancel.

Signature	Date
Signature	Date

I WISH TO CANCEL

Signature	Date
Signature	Date

I HAVE NOT CANCELED

I confirm that at least four days ago (excluding Sundays and federal holidays) I received two (2) copies of this notice, and I have not canceled the transaction for which this notice is given.

Signature	Date
Signature	Date

EXHIBIT G

[RESERVED]

EXHIBIT H

HOMEBUYER ACKNOWLEDGMENT OF COVENANTS

RECORDING REQUESTED BY	)
AND WHEN RECORDED MAIL TO:	)
	)
City of Moreno Valley	)
Attention: City Manager	)
14177 Frederick Street	)
Moreno Valley, CA 92552	)

(Space above for Recorder's use.)
(Exempt from Recording Fees Per Gov't Code §27383.)

CERTIFICATE REGARDING DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS AND CERTAIN OTHER INSTRUMENTS

THIS CERTIFICATE REGARDING DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS (the "Certificate") is made by the CITY OF MORENO VALLEY, a municipal corporation (the "City"), and [name of homebuyer], a [capacity] (the "Participant"), as of the date set forth below.

RECITALS

A. The City, the Housing Authority of the City of Moreno Valley ("Housing Authority") and Habitat for Humanity, Riverside, Inc., a California nonprofit public benefit corporation ("Developer") entered into an Affordable Housing Agreement, dated as of May 1, 2013 (the "AHA"). The AHA is on file with the City as a public record and is incorporated herein by this reference. A copy of the AHA has been provided to Participant.

B. In connection with the implementation of the AHA, the City and the Developer, have executed a Declaration of Conditions, Covenants and Restrictions dated as of _____, 2013 which was recorded in the Official Records of Riverside County on _____, 2013, as Document No. _____ (the "CC&Rs"). The CC&Rs are hereby incorporated herein. The CC&Rs contain requirements with respect to nondiscrimination, maintenance of the Property, affordable housing, and other matters as set forth therein. A copy of the CC&Rs has been provided to Participant.

C. Article IV of the CC&Rs require that the house constructed on the affected property shall be owned only by purchasers whose income, at the time of purchase, does not exceed eighty percent (80%) of Riverside County median income ("Lower Income Households"), and that sales prices shall be limited to a price which is determined to be an "Affordable Housing Cost" to Lower Income Households under California law as determined in accordance with Section 50052.5 of the California Health and Safety Code.

D. In connection with the AHA, the Participant has reviewed and has executed a "Homebuyer Loan Agreement" with the City. A copy of the Homebuyer Loan Agreement is on file

with the City as a public record and is deemed incorporated herein. All capitalized terms used herein but not defined herein shall have the meanings established therefor in the Homebuyers Loan Agreement and, if not defined in the Homebuyer Loan Agreement, then in the AHA (including the Attachments thereto).

E. Participant desires to purchase the Property, including a single family house located on the Property, [address of homebuyer], Moreno Valley, California ("Participant's House") from the Developer. A legal description of the Property is attached hereto as Exhibit "A" and incorporated herein.

F. By this Acknowledgment of CC&Rs, the Participant acknowledges that Participant's House and the Property is subject to the affordable housing requirements of Article IV of the CC&Rs, and that all of the other requirements of the CC&Rs also apply to Participant's House and the Property for the term set forth in the CC&Rs. The Participant further agrees that Participant acquires the Property subject to, and that Participant shall comply with, the Homebuyer Loan Agreement and each and every instrument referenced in Section 3 of this Certificate.

G. Participant understands that the City is relying on Participant's certifications herein in agreeing to release the Developer from certain obligations and crediting the Participant with the payment of certain sums which the Developer owes to the City and that the Housing Authority is relying upon Participant's certifications in connection with making the Property available for use as affordable housing.

NOW, THEREFORE, Participant hereby agrees and acknowledges as follows:

1. Participant has been provided a copy of the CC&Rs. Participant has carefully read the CC&Rs, and in signing this Acknowledgment, does do so with full knowledge of the obligations imposed on Participant pursuant to the CC&Rs.

2. Participant specifically agrees and acknowledges that Participant's House and the Property is subject to the requirement of Article IV of the CC&Rs to restrict sales to "Eligible Persons and Families" at an "Affordable Housing Cost." Article IV of the CC&Rs provides in substance as follows:

"ARTICLE IV
AFFORDABLE HOUSING

Section 1. Affordability Covenants. Participant agrees for itself, and its successors and assigns, and every successor to Participant's interest in the Site, or any part thereof that until the forty fifth (45th) anniversary of the recordation of this Declaration (the "Expiration Date"):

(a) Each dwelling unit on the Site (the "Affordable Units") shall only be owned and occupied by Participant or by households which, as of the time of purchase of the Site, have an income which does not exceed Eighty Percent (80%) of the Riverside County monthly median income (which households shall, for purposes of this Declaration, constitute "Eligible Persons or Families"). It is further agreed and acknowledged that each and every occupant of each of the Affordable Units shall execute agreements, promissory notes and

deeds of trust encumbering the subject property for the benefit of the City in form acceptable to the City.

(b) The Affordable Units may be sold at an Affordable Housing Cost (as defined below) to Eligible Persons or Families. Affordable Housing Cost shall mean, as to each household consisting of Eligible Persons or an Eligible Program Participant, that purchase price which would result in monthly housing payments which do not exceed an amount under any currently prevailing, fixed conventional home mortgage lending rates applied by any reputable institutional home mortgage lender, or the lending rates of any government-subsidized or special mortgage program for which such person or family qualifies and has obtained a first trust deed loan, which do not exceed: (i) thirty percent (30%) of seventy percent (70%) of the Riverside County monthly median income (as determined by the United States Department of Housing and Urban Development) (the "Median Income") for a household having an income which does not exceed eighty percent (80%) of the Median Income, all as more particularly set forth in Sections 50052.5 and 50079.5 of the California Health and Safety Code; provided that if a particular household's income is between seventy percent (70%) and eighty percent (80%) of Median Income, then the actual income may be used in place of seventy percent (70%).

(c) The covenant contained in this Section 2 shall run with the land and shall automatically terminate and be of no further force or effect as of the Expiration Date.

Section 2. Transfer of Site. No transfer of the Affordable Unit shall occur until the City determines (a) that the proposed purchaser intends to occupy such Affordable Unit as the proposed purchaser's principal residence, (b) that the proposed purchaser is an Eligible Person(s) or Household, and (c) that the proposed transfer occurs at an Affordable Housing Cost as determined pursuant to the Agreement. The proposed purchaser shall have submitted to the City such information and completed such forms as the City shall request to certify the proposed purchaser's intent with respect to its residency of the Affordable Unit and its gross income and the proposed purchaser has submitted an affidavit disclosing and certifying the amount of the proposed purchase price. Prior to conveyance of the Affordable Unit, each approved purchaser shall submit to the City an executed disclosure statement which certifies that the purchaser is aware that the purchaser buying may only sell the unit at an Affordable Housing Cost to a Low income person or family, that the maximum permitted sales price may be less than fair market value and that the corresponding Affordable Unit must be owner-occupied at all times and cannot be rented or leased. Participant shall cooperate with the City in providing such forms to proposed purchasers and in assisting proposed purchasers to prepare such forms and to provide any required information to the City in connection with the Participant's original sale of the corresponding Affordable Unit.

PARTICIPANT UNDERSTANDS THAT THE DETERMINATION OF THE AFFORDABLE HOUSING COST CAN BE MADE ONLY AT THE TIME OF THE PROPOSED TRANSFER, TAKING INTO CONSIDERATION INTEREST RATES, THE TERMS OF SALE OFFERED TO AND THE ECONOMIC CIRCUMSTANCES OF THE PROPOSED PURCHASER AND OTHER FACTORS THAT CANNOT BE ACCURATELY PREDICTED, AND THAT THE TRANSFER PRICE PERMITTED HEREUNDER WILL PROBABLY BE SUBSTANTIALLY LESS THAN THE FAIR MARKET VALUE OF SUCH PROPERTY AND MAY NOT INCREASE OR DECREASE IN THE SAME MANNER AS OTHER SIMILAR REAL PROPERTY WHICH IS NOT

ENCUMBERED BY THIS RESTRICTION AND, FURTHER, THAT THE RESTRICTIONS MAY SEVERELY LIMIT THE INTEREST OF PROSPECTIVE BUYERS IN THE PROPERTY. PARTICIPANT FURTHER ACKNOWLEDGES THAT AT ALL TIMES IN SETTING THE TRANSFER PRICE THE PRIMARY OBJECTIVE OF THE CITY AND THIS DECLARATION IS TO PROVIDE HOUSING TO LOW INCOME HOUSEHOLDS AT AN AFFORDABLE HOUSING COST.

The covenant contained in this Section 2 shall run with the land and shall automatically terminate and be of no further force or effect upon the Expiration Date."

3. Participant has been provided with a copy of the AHA, as well as a copy of each of the CC&Rs and the Homebuyer Loan Agreement (including all attachments thereto). Participant has been provided with and has reviewed and has executed the Homebuyer Loan Agreement, the Homebuyer Senior Note and the Homebuyer Senior Deed of Trust.

IN WITNESS WHEREOF, the City and the Participant have executed this Certificate as of _____, 2013 .

PARTICIPANT

By: _____
[name of homebuyer]

CITY

CITY OF MORENO VALLEY, a municipal corporation

By: _____

Printed Name: _____

Dated: _____,2013

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

That certain real property located in the City of Moreno Valley, County of Riverside, State of California, described as follows:

[to come]

EXHIBIT I

HOMEBUYER JUNIOR NOTE

(PROMISSORY NOTE SECURED BY DEED OF TRUST)

$200,000.00 ("Original Principal Amount") Moreno Valley, California

_____, 2013 ("City Loan Date")

Property Address: [address of homebuyer]

Moreno Valley, California 92552
City State Zip Code

FOR VALUE RECEIVED, the undersigned ("Maker") promises to pay to the City of Moreno Valley ("Holder" or "City") at 14177 Frederick Street, Moreno Valley, California 92552, or at such other address as Holder may direct from time to time in writing, the sums specified in the terms and provisions of this Promissory Note as the "Note Amount".

1. **Loan Agreement.** This Homebuyer Junior Promissory Note (this "Note") is made and delivered pursuant to and in implementation of the Homebuyer Loan Agreement entered by and among the Holder and the Maker dated _____, 2013 ("Agreement"), a copy of which is on file as a public record with the Holder. The Agreement is incorporated herein by this reference. The Maker acknowledges that but for the execution of this Note, the Holder would not enter into the Agreement or make the loan contemplated therein. Unless definitions of terms have been expressly set out at length herein, each term shall have the same definition as set forth in the Agreement.

2. **Term.** The term of the Note shall be forty-five (45) years from the City Loan Date ("Term"). This Note will mature on _____, 20__.

3. **Note Amount.** The sums due and payable pursuant to the terms and provisions of this Note consist of both the Original Principal Amount and any other amounts which become due hereunder (collectively, the "Junior Note Amount").

4. **Junior Loan Amount; Interest Rate.** The Junior Loan Amount shall accrue no (0%) interest.

5. **Junior Loan Amount; Payments.** Payments shall be due and payable on the first day of each month beginning _____ 1, 201_. Monthly payments shall be due in the amount of _____ ($_____). Payments shall be made payable to the City of Moreno Valley and shall be made at the address set forth in the first paragraph of this Note.

6. **Acceleration.** The whole of the Note Amount, inclusive of both the Original Principal Amount and all other payments due hereunder and under the Agreement shall become due and be immediately payable to the Holder by the Maker upon the occurrence of the first of the following events: (a) the sale or transfer of the Property, including, without limitation, the lease,

exchange or other disposition of the Property or any interest therein, whether voluntary or involuntary, except (i) a sale of the Property to a Low Income Household at an Affordable Housing Cost with City's prior written approval accomplished in strict conformity with Section 4 of the Agreement, or (ii) the transfer of the Property solely as a result of the marriage, divorce, incompetence or death of one or more individuals constituting the Maker, so long as the transferee(s) give written notice supported by reasonable evidence of such event to Holder within thirty (30) days of its occurrence and the transferee(s) assume the Maker's obligations under the Agreement and this Note, by execution of an assignment and assumption agreement to be provided by the Holder, or (iii) a sale or transfer which under applicable law would not, by itself, permit the Holder to exercise a due on sale or due on encumbrance clause, or (b) such time if or when Maker is no longer an occupant of the Property pursuant to Section 5 of the Agreement or is in default of any other obligation under the Agreement.

7. **Sale to Low Income Household at Affordable Housing Cost.** For a period ("Affordability Period") commencing upon the recording of the City Developer CC&Rs and terminating on the forty-fifth (45th) anniversary thereof ("Affordability Period Termination Date"), the Note Amount will not become due and payable if Maker sells or otherwise conveys the Property to a Low Income Household at an Affordable Housing Cost ("Eligible Persons and Families"), and the purchaser assumes this Note and the Agreement by an assignment and assumption agreement which is reasonably acceptable to the Holder and such additional documentation as may be required by Holder. Maker acknowledges it shall comply with the Affordable Housing resale restrictions relating to any prospective sale of the Property.

Sale to Low Income Household. For a period ("Affordability Period") commencing upon the recording of the City Developer CC&Rs and terminating on the forty-fifth (45th) anniversary thereof ("Affordability Period Termination Date"), the Note Amount will not become due and payable if Trustor sells or otherwise conveys the Property to a Low Income Household at an Affordable Housing Cost ("Eligible Persons and Families"), and the purchaser assumes the Note and the Agreement by an assignment and assumption agreement which is reasonably acceptable to the Beneficiary.

"Affordable Housing Cost" means as follows:

Each purchaser shall be a person or family of Low Income earning not more than eighty percent (80%) of Median Income which agrees to occupy the Homebuyer Property as such purchaser's principal residence. "Affordable Housing Cost" for each Participant (and all successors thereto during the 45-year Affordability Period) shall be as defined in Health & Safety Code Section 50052.5 (or its successor statute) and the implementing regulations thereto promulgated by the Housing and Community Development Department of the State of California. As of the date of the Agreement, Affordable Housing Cost means a monthly housing cost which does not exceed thirty percent (30%) times seventy percent (70%) of Median Income adjusted for family size appropriate to the Property; provided that if a particular household's income is between seventy percent (70%) and eighty percent (80%) of Median Income, then the actual income may be used in place of seventy percent (70%). (Pursuant to Section 50052.5 because the Property has three bedrooms the presumed household size for purposes of the Agreement is four persons.)

The income of co-signers (individuals who sign only the Promissory Note) and co-mortgagors (individuals who sign both the Promissory Note and the grant deed) will be included for

determining whether Participant is a Low Income Household, if such co-signers and co-mortgagors are part of Participant's household and are residing in the Property.

8. **Security for Note.** This Note shall be secured by a subordinate deed of trust and rider thereto of even date herewith encumbering the Property ("the Homebuyer Junior Deed of Trust"), executed by Maker, as trustor, in favor of Holder, as beneficiary. The Homebuyer Junior Deed of Trust shall be junior and subordinate to a deed of trust securing repayment of the "Homebuyer Senior Loan" (the "Homebuyer Senior Loan") as provided under the Homebuyer Loan Agreement.

9. **Prepayment of Note.** Maker may prepay this Note to Holder, provided that any prepayment must be in full and not in part. Prepayment shall not, however, release Maker from the requirements of the Homebuyer Junior Loan or the City Developer CC&Rs. In addition, prepayment shall be treated in the same manner as a refinancing of the Property.

10. **Holder May Assign.** Holder may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Maker.

11. **Maker Assignment Prohibited.** In no event shall Maker assign or transfer any portion of this Note, the Note Junior Amount and/or the Agreement without the prior express written consent of the Holder, as provided in Section 7 hereof.

12. **Joint and Several.** The undersigned, if more than one, shall be jointly and severally liable hereunder.

13. **Attorneys' Fees and Costs.** In the event that any action is instituted to enforce payment under this Homebuyer Junior Note, the parties agree the non-prevailing party shall be responsible for and shall pay to the prevailing party all court costs and all attorneys' fees incurred in enforcing this Note.

14. **Amendments.** This Note may not be modified or amended except by an instrument in writing expressing such intention executed by the parties sought to be bound thereby, which writing must be so firmly attached to this Note so as to become a permanent part thereof.

15. **Maker's Waivers.** Maker waives any rights to require the Holder to: (a) demand payment of amounts due (known as "presentment"), (b) give notice that amounts due have not been paid (known as "notice of dishonor"), and (c) obtain an official certification of nonpayment (known as "protest").

16. **Notices.** Any notice, demand, approval, consent, or other communication required or desired to be given under this Note shall be in writing and shall be either personally served, sent by telecopy, mailed in the United States mails, certified, return receipt requested, postage prepaid, or sent by other commercially acceptable means, addressed to the party to be served with the copies indicated below, at the last address given by that party to the other under the provisions of this section. All communications shall be deemed delivered at the earlier of actual receipt, the next business day after deposit with Federal Express or other overnight delivery service or two (2) business days following mailing as aforesaid, or if telecopied, when sent, provided a copy is mailed or delivered as provided herein:

To Maker:

[name of homebuyer]
[address of homebuyer]
Moreno Valley, California 92552

To City:

City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552
Attention: City Manager

17. **Successors Bound.** This Note shall be binding upon the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, Maker has executed this Note as of the date set forth below.

MAKER:

By: _____
Printed Name: [name of homebuyer]

EXHIBIT J

HOMEBUYER JUNIOR DEED OF TRUST

DEED OF TRUST WITH ASSIGNMENT OF RENTS

WHEN RECORDED MAIL TO:
City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552
Attention: City Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)

This DEED OF TRUST, made as of _____, 2013 between [name of homebuyer] ("Program Participant" or "Trustor") whose address is [address of homebuyer], Moreno Valley, California 92552, **TICOR TITLE COMPANY OF CALIFORNIA**, a California corporation, herein called TRUSTEE, and the **CITY OF MORENO VALLEY**, a municipal corporation, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of Moreno Valley, County of Riverside, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing: (1) payment of the sum of $200,000, according to the terms of a promissory note of even date herewith designated as the "Homebuyer Junior Note" made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof pursuant to a Homebuyer Loan Agreement between Trustor and Beneficiary as of _____, 2013 (the "Agreement"; a copy of the Agreement is on file with Beneficiary as a public record and is deemed incorporated herein by reference). All capitalized terms not defined herein shall have the meanings established therefor under the Agreement unless the context requires otherwise, (2) the performance of each agreement of Trustor incorporated by reference or contained herein, the default under any of which shall constitute a default hereunder, (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust, and (4) compliance under each of (i) that certain Declaration of Conditions, Covenants and Restrictions recorded on _____, 2013 as Document No. _____ among the official land records of the County of Riverside (the "City Developer CC& Rs") and (ii) that certain document entitled Certificate Regarding Declaration of Conditions, Covenants and Restrictions and Certain Other Instruments (the "Homebuyer Acknowledgment of Covenants") recorded of even date herewith, and (5) performance under Exhibit "B" which is attached hereto and incorporated herein by reference.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Riverside County August 18, 1964 commencing at Book 3778, Page 347 of the Official Records of the Riverside County Recorder shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B thereof (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

SEE RIDER TO THIS DEED OF TRUST ATTACHED HERETO
AS EXHIBIT "B" AND MADE A PART HEREOF.

_____
[name of homebuyer]

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

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

WITNESS my hand and official seal.

_____
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Documents

_____
Signer(s) Other Than Named Above

DOCSOC/1612232v5/022432-0032

MV00200778

EXHIBIT A

LEGAL DESCRIPTION

[to come]

MV00200779

EXHIBIT B

RIDER TO DEED OF TRUST

Exhibit B to Deed of Trust with Assignment of Rents dated as of _____, 2013, executed by [name of homebuyer], an individual, as "Trustor", to TICOR Title Company of California, a California corporation, as Trustee, for the benefit of Housing Authority of the City of Moreno Valley, a public body, corporate and politic, as "Beneficiary" ("Deed of Trust").

1. DEFAULT. A default or breach under any of the following shall, at Beneficiary's option, constitute a default under this Deed of Trust:

(a) A default under that certain Homebuyer Loan Agreement, executed by Trustor as Program Participant and Beneficiary, as City;

(b) A default under the City Developer CC&Rs; or

(c) A default under the Homebuyer Senior Deed of Trust; or

(d) A default under any other deed of trust encumbering the Property which has a priority senior to this Deed of Trust.

2. NON-IMPAIRMENT. Except as supplemented and/or modified by this Deed of Trust, all of the terms, covenants and conditions of the Other Deeds of Trust and the other loan documents executed in connection therewith shall remain in full force and effect.

3. DUE ON SALE OR ENCUMBRANCE. In the event of any Transfer (as defined below) of the Property, or any portion thereof or interest therein, Beneficiary shall have the absolute right at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. As used herein, the term "Transfer" means and includes the direct or indirect sale, transfer, conveyance, mortgage, further encumbrance, assignment, or other alienation of the Property, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, the execution of any installment land sale contract, sales agreement or similar instrument affecting all or a portion of the Property, granting of an option to purchase any portion of or interest in the Property or any interest therein, or the lease of all or substantially all of the Property or of all or substantially all of the improvements situated on the Property; provided that a sale of the Property to a Low Income Household at an Affordable Housing Cost with City's prior written approval accomplished in strict conformity with Section 4 of the Homebuyer Loan Agreement shall not be deemed to constitute grounds for acceleration under this Deed of Trust. Failure of Beneficiary to exercise the option to declare all sums secured hereby immediately due and payable upon a Transfer will not constitute waiver of the right to exercise this option in the event of any subsequent Transfer.

4. PRIORITY OF DEED OF TRUST. This Deed of Trust shall be subject to the City Developer CC&Rs and the Homebuyer Senior Deed of Trust but shall be senior to any deed of trust.

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) to pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation thereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To Pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof

regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance or any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE
TO TICOR TITLE COMPANY OF CALIFORNIA, TRUSTEE

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed on payment to you of any sums owning owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated: .....

.....

.....

Please mail Deed of Trust,
Note and Reconveyance to

.....

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

DEED OF TRUST
with power of sale

.....
TRUSTEE

DOCSOC/1612232v5/022432-0032

MV00200784

EXHIBIT K

SELLER DEED

Recording Requested by:	)
	)
When Recorded Return to and	)
Mail Tax Statements to:	)
	)
	)
	)
	)
	)
	)

(Space above for Recorder's Use.)

GRANT DEED

For a valuable consideration, receipt of which is hereby acknowledged,

The **HABITAT FOR HUMANITY, RIVERSIDE, INC.**, a California nonprofit public benefit corporation ("Grantor"), hereby grants to [to come][capacity], herein called ("Grantee"), the real property hereinafter referred to as the "Property," described in Exhibit A attached hereto and incorporated herein, subject to the existing easements, restrictions and covenants or record described there.

1. The Property is conveyed in accordance with and subject to certain Affordable Housing Agreement entered into by and among the City of Moreno Valley, a municipal corporation ("City"), the Housing Authority of the City of Moreno Valley ("Authority") and Grantor dated as of May 1, 2013 (the "AHA"), a copy of which is on file with the City at its offices as a public record and which is incorporated herein by reference. The Property is also conveyed in accordance with a Homebuyer Loan Agreement between the City and the Grantee dated as of _____ __, 201_ (the "HLA"), a copy of which is on file with the City. All capitalized terms not defined herein shall have the meanings capitalized therefor in the AHA and, if not defined therein, as defined in the HLA.

2. The Grantee hereby covenants and agrees, for itself and its successors and assigns, that during construction and thereafter, the Grantee shall not use the Property for other than the uses allowed pursuant to the AHA and the HLA.

3. The Property is conveyed to grantee at a purchase price, herein called "Purchase Price", determined in accordance with the uses permitted. Therefore, Grantee hereby covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property that the Grantee, such successors and such assigns, shall maintain and use the Property in accordance with that certain Declaration of Conditions, Covenants and Restrictions recorded as document number _____ (the "City Developer CC&Rs") among the official land records of the County Recorder of the County of Riverside ("Official Records") that certain document entitled Certificate Regarding Declaration of Conditions, Covenants and Restrictions and Certain Other Instruments (the "Homebuyer Acknowledgment of Covenants") recorded of even date herewith.

THIS PROPERTY IS SUBJECT TO DECLARATIONS OF CONDITIONS, COVENANTS AND RESTRICTIOSN FOR AFFORDABLE HOUSING WHICH PROHIBIT THE RENTAL OF THE PROPERTY AND WHICH RESTRICT THE OCCUPANCY AND TRANSFER OF THE PROPERTY.

4. The Grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

5. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest permitted by the Agreement; provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

6. All covenants contained in this Grant Deed shall be covenants running with the land. Grantee's obligation to maintain and use the improvements constructed as provided in paragraph 3 shall continue in effect for a period ending on [insert date which is the 45th anniversary of the conveyance of the Site by the Authority to the Developer]. Every covenant contained in this Grant Deed against discrimination contained in paragraph 4 of this Grant Deed shall remain in perpetuity. The covenants shall be enforceable by each of the City and the Authority.

7. All covenants without regard to technical classification or designation shall be binding for the benefit of the City, and such covenants shall run in favor of the City for the entire period during which such covenants shall be in force and effect, without regard to whether the City is or remains an owner of any land or interest therein to which such covenants relate. The City, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized, this _____ day of _____, 2013.

The Grantee agrees to be bound by the covenants set forth above.

HABITAT FOR HUMANITY, RIVERSIDE, INC.,
a California nonprofit public benefit corporation

By:_____
Its: _____

By:_____
Its: _____

"GRANTOR"

[Name of Grantee(s)]

[to come]

EXHIBIT A

LEGAL DESCRIPTION

[to come]

ATTACHMENT NO. 7

CITY DEVELOPER CC&Rs

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of Moreno Valley)
14177 Frederick Street)
Moreno Valley, CA 92552)
Attention: City Manager)

(Space above for Recorder's use.)
(Exempt from Recording Fees Per Gov't Code §27383.)

THIS **DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS** (the "Declaration" or "City Developer CC&Rs"), dated as of _____, 2013 is made by and among **HABITAT FOR HUMANITY, RIVERSIDE, INC.**, a California nonprofit public benefit corporation (the "Participant" or the "Developer") and the **CITY OF MORENO VALLEY**, a municipal corporation (the "City"), as of the date set forth below, and concerns the "Site", which is that certain property described in Exhibit "A" hereto.

RECITALS

A. City is a municipal corporation. The City is the recipient of moneys from the federal government pursuant to the Neighborhood Stabilization Program ("NSP") enacted by the United States Congress as part of the Housing and Economic Recovery Act of 2008 (Pub. L. 110-289, approved July 30, 2008, sometimes referred to as "HERA" and the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Pub. L. 111-203, approved July 21, 2010), including regulations cited at 75 FR 64322 sometimes together referred to as "NSP3"), and has determined to utilize funding therefrom for the development and long-term retention of affordable ownership housing.

B. City entered into a Affordable Housing Agreement dated as of May 1, 2013 (the "Agreement") with Habitat for Humanity, Riverside, Inc., a California nonprofit public benefit corporation ("Developer") and the Housing Authority of the City of Moreno Valley (the "Housing Authority"), pursuant to which the Developer was to purchase that certain parcel of real property (the "Site") located in the City of Moreno Valley, County of Riverside, State of California, described in Exhibit "A" attached hereto and incorporated herein, and to divide the Site into eight (8) lots (each a "Lot"), to construct or cause to be constructed a house on each lot (each a "House", and, together with the corresponding Lot, a "Homebuyer Property"), and to effect he conveyance of such residence at "Affordable Housing Cost" to "Program Participants," as defined in the Agreement.

C. The Site was originally acquired by the former Community Redevelopment Agency of the City of Moreno Valley (the "Redevelopment Agency"). The Redevelopment Agency, as well as all other redevelopment agencies in the State of California, was dissolved pursuant to ABx1 26 as enacted by the California Legislature during 2011 (the "2011 Dissolution Measure"). The administration of the dissolution of redevelopment agencies was also addressed by AB 1484, Chapter 26, Statutes of 2012 ("AB 1484" and, together with the 2011 Dissolution Measure, the "Dissolution Act"). In the course of implementation of the dissolution of the Redevelopment Agency under the Dissolution Act, housing assets of the former Redevelopment Agency were transferred to the Housing Authority.

D. Developer, Housing Authority and the City desire and intend that the Site shall be restricted to use in conformity with this Declaration to preserve its value for the benefit of City, Developer, "Participants" (which shall mean each "Program Participant", as defined in the Agreement, and each successor thereto ("Participants") as to any portion of the Site), and their successors, and the surrounding neighborhood.

E. "Participant" shall mean (i) the Developer and (ii) each subsequent owner as to the Site that is owned by such person(s). Upon conveyance of the Site by the Developer accomplished in strict conformance with Article IV of the CC&Rs, as confirmed by the City, Developer shall not thereafter be deemed to be a "Participant" hereunder until such time, if ever, that the Developer later acquires title to the Site.

NOW, THEREFORE, Developer hereby agrees and covenants to adhere to each and every one of the following covenants, conditions and restrictions with regard to all or any portion of the Property owned by Developer (or its successors and assigns) as though Developer were a Participant, and, as a condition of closing escrow on the House, to require the Participant purchasing such House to acknowledge and agree to a similar declaration of covenants, conditions and restrictions, and to become and remain responsible for adherence to the covenants, conditions and restrictions contained herein as to such House. Upon each conveyance of a portion of the Site, the owner thereof shall be obligated to perform all duties of Participant hereunder, with respect to the Site as is owned by such Participant.

ARTICLE I

NONDISCRIMINATION

1. Participant covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Site, nor shall Participant itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Site.

Participant, its successors and assigns, shall refrain from restricting the rental, sale or lease of the Site on the basis of race, color, religion, sex, marital status, national origin or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.."

b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

c. In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

ARTICLE II

DUTIES OF PARTICIPANT

Section 1. Exterior Maintenance. All exterior, painted surfaces of any structures located on the Site shall be maintained at all times in a clean and presentable manner. Any such defacing marks shall be cleaned or removed within a reasonable period of time.

Section 2. Front and Side Exteriors. Participant shall, at all times maintain the front exterior, any visible side exteriors, and yards, if any, in a clean, safe and presentable manner.

Section 3. Graffiti Removal. All graffiti, and defacement of any type, including marks, words and pictures must be removed from the Site and any necessary painting or repair completed within one (1) week of creation or within one (1) week after notice to Participant from City, whichever is less.

Section 4. Landscaping. All landscaping surrounding the corresponding lot shall be maintained in a manner consistent with standards of the City of Moreno Valley Municipal Code (the "Code") and any rules, regulations and standards adopted pursuant to the Code. In addition, for example, the yard areas shall not contain the following: (a) lawns with grasses in excess of nine (9) inches in height, (b) trees, shrubbery, lawns, and other plant life which are dying from lack of water or other necessary maintenance, (c) trees and shrubbery grown uncontrolled without proper pruning, (d) vegetation so overgrown as to be likely to harbor rats or vermin, (e) dead, decayed or diseased trees, weeds and other vegetation, and (f) inoperative irrigation system(s).

Participant shall properly maintain the buildings, landscaping and yard areas on the Site, as follows:

(a) No improperly maintained landscaping shall be visible from public rights of way, including:

1. no lawns with grasses in excess of six (6) inches in height;

2. no untrimmed hedges;

3. no trees, shrubbery, lawns, and other plant life dying from lack of water or other necessary maintenance;

4. no trees and shrubbery grown uncontrolled without proper pruning;

5. no vegetation so overgrown as to be likely to harbor rats or vermin;

6. no dead, decayed or diseased trees, weeds and other vegetation.

(b) No yard areas shall be left unmaintained, including:

1. no broken or discarded furniture, appliances and other household equipment stored in yard areas for periods exceeding one (1) week;

2. no packing boxes, lumber, trash, dirt and other debris stored in yards for periods exceeding one (1) week in areas visible from public property or neighboring properties;

3. no unscreened trash cans, bins or containers stored for unreasonable periods in areas visible from public property or neighboring properties; and

4. no vehicles parked or stored in other than approved parking areas.

(c) No buildings may be left in an unmaintained condition, including:

1. no violations of state law, Uniform Codes, or City ordinances;

2. no condition that constitutes an unsightly appearance that detracts from the aesthetics or property value of the subject property or constitutes a private or public nuisance;

3. no broken windows or chipped, cracked or peeling paint; and

4. no conditions constituting hazards and/or inviting trespassers or malicious mischief.

If such buildings, landscaping or yard areas are not so maintained, and such condition is not corrected as soon as possible after notice thereof from City or the City of Moreno Valley, then either City or the City may perform the necessary maintenance and Covenantor shall pay such costs as are reasonably incurred for such maintenance.

ARTICLE III

OBLIGATION TO MAINTAIN, REPAIR AND REBUILD

Section 1. Maintenance by Participant. Participant shall, at his sole cost and expense, maintain and repair the Site and the improvements thereon keeping the same in good condition and making all repairs as may be required by this Declaration and the Code.

Section 2. Damage and Destruction Affecting Site - Duty to Rebuild. If all or any portion of the Site and the improvements thereon is damaged or destroyed by fire or other casualty, it shall be the duty of Participant to rebuild, repair or reconstruct the Site in a timely manner to restore it to Code compliance condition.

Section 3. Variance in Exterior Appearance and Design. If the Site is damaged or destroyed by casualty, Participant may apply to the City for approval to reconstruct, rebuild or repair the Site in a manner which will provide different exterior appearance and lot design from that which existed prior to the date of the casualty.

Section 4. Time Limitation. In the event of damage or destruction due to casualty, Participant shall be obligated to proceed with all due diligence and commence reconstruction within two (2) months after the damage occurs and complete reconstruction within six (6) months after damage occurs or demolition and vacate within two (2) months, unless prevented by causes beyond the reasonable control of Participant.

ARTICLE IV

AFFORDABLE HOUSING

Section 1. Affordability Covenants. Participant agrees for itself, and its successors and assigns, and every successor to Participant's interest in the Site, or any part thereof that until the forty-fifth (45th) anniversary of the recordation of this Declaration (the "Expiration Date"):

(a) Each dwelling unit on the Site (the "Affordable Units") shall only be owned and occupied by Participant or by households which, as of the time of purchase of the Site, have an income which does not exceed Eighty Percent (80%) of the Riverside County monthly median income (which households shall, for purposes of this Declaration, constitute "Eligible Persons or Families"). It is further agreed and acknowledged that each and every occupant of each of the Affordable Units shall execute agreements, promissory notes and deeds of trust encumbering the subject property for the benefit of the City in form acceptable to the City.

(b) The Affordable Units may be sold at an Affordable Housing Cost (as defined below) to Eligible Persons or Families. Affordable Housing Cost shall mean, as to each household consisting of Eligible Persons or an Eligible Program Participant, that purchase price which would result in monthly housing payments which do not exceed an amount under any currently prevailing, fixed conventional home mortgage lending rates applied by any reputable institutional home mortgage lender, or the lending rates of any government-subsidized or special mortgage program for which such person or family qualifies and has obtained a first trust deed loan, which do not exceed: (i) thirty percent (30%) of seventy percent (70%) of the Riverside County monthly median income (as determined by the United States Department of Housing and Urban Development) (the "Median Income") for a household having an income which does not exceed eighty percent (80%) of the Median Income, all as more particularly set forth in Sections 50052.5 and 50079.5 of the California Health and Safety Code; provided that if a particular household's income is between seventy percent (70%) and eighty percent (80%) of Median Income, then the actual income may be used in place of seventy percent (70%); provided that if a particular household's income is between seventy percent (70%) and eighty percent (80%) of Median Income, then the actual income may be used in place of seventy percent (70%).

(c) The covenant contained in this Section 2 shall run with the land and shall automatically terminate and be of no further force or effect as of the Expiration Date.

Section 2. **Transfer of Site**. No transfer of the Affordable Unit shall occur until the City determines (a) that the proposed purchaser intends to occupy such Affordable Unit as the proposed purchaser's principal residence, (b) that the proposed purchaser is an Eligible Person(s) or Household, and (c) that the proposed transfer occurs at an Affordable Housing Cost as determined pursuant to the Agreement. The proposed purchaser shall have submitted to the City such information and completed such forms as the City shall request to certify the proposed purchaser's intent with respect to its residency of the Affordable Unit and its gross income and the proposed purchaser has submitted an affidavit disclosing and certifying the amount of the proposed purchase price. Prior to conveyance of the Affordable Unit, each approved purchaser shall submit to the City an executed disclosure statement which certifies that the purchaser is aware that the purchaser buying may only sell the unit at an Affordable Housing Cost to a Low Income person or family, that the maximum permitted sales price may be less than fair market value and that the corresponding Affordable Unit must be owner-occupied at all times and cannot be rented or leased. Participant shall cooperate with the City in providing such forms to proposed purchasers and in assisting proposed purchasers to prepare such forms and to provide any required information to the City in connection with the Participant's original sale of the corresponding Affordable Unit.

PARTICIPANT UNDERSTANDS THAT THE DETERMINATION OF THE AFFORDABLE HOUSING COST CAN BE MADE ONLY AT THE TIME OF THE PROPOSED TRANSFER, TAKING INTO CONSIDERATION INTEREST RATES, THE TERMS OF SALE OFFERED TO AND THE ECONOMIC CIRCUMSTANCES OF THE PROPOSED PURCHASER

AND OTHER FACTORS THAT CANNOT BE ACCURATELY PREDICTED, AND THAT THE TRANSFER PRICE PERMITTED HEREUNDER WILL PROBABLY BE SUBSTANTIALLY LESS THAN THE FAIR MARKET VALUE OF SUCH PROPERTY AND MAY NOT INCREASE OR DECREASE IN THE SAME MANNER AS OTHER SIMILAR REAL PROPERTY WHICH IS NOT ENCUMBERED BY THIS RESTRICTION AND, FURTHER, THAT THE RESTRICTIONS MAY SEVERELY LIMIT THE INTEREST OF PROSPECTIVE BUYERS IN THE PROPERTY. PARTICIPANT FURTHER ACKNOWLEDGES THAT AT ALL TIMES IN SETTING THE TRANSFER PRICE THE PRIMARY OBJECTIVE OF THE CITY AND THIS DECLARATION IS TO PROVIDE HOUSING TO LOW INCOME HOUSEHOLDS AT AN AFFORDABLE HOUSING COST.

The covenant contained in this Section 2 shall run with the land and shall automatically terminate and be of no further force or effect upon the Expiration Date.

ARTICLE V

ENFORCEMENT

Section 1. Remedies. Breach of the covenants contained in this Declaration may be enjoined, abated or remedied by appropriate legal proceeding.

Section 2. Rights of the City. As a party to this Declaration, the City is entitled to the following rights:

a. The City has the right, but not the obligation, to enforce all of the provisions of this Declaration.

b. Any amendment to the Declaration shall require the written consent of the City.

c. This Declaration does not in any way infringe on the right or duties of the City to enforce any of the provisions of the Code including, but not limited to, the abatement of dangerous buildings.

In addition to these rights of the City, the Housing Authority of the City of Moreno Valley (the "Housing Authority") shall have the right to enforce the Declaration.

Section 3. Notice of Inspection. Participant acknowledges and agrees that the City and its employees and agents shall have the right to enter upon the Site during normal business hours to ensure compliance with this Declaration and all applicable federal, state and local laws and regulations. The City agrees to notify Participant not less than forty-eight (48) hours prior to the City's proposed time of inspection of the Site, and agrees to attempt to obtain the Participant's consent to such inspection. Upon receipt of such notice, Participant agrees to cooperate with the City in making the Site available for inspection by the City. Participant acknowledges and agrees that if for any reason Participant fails to consent to such inspection, the City may obtain an administrative inspection warrant or take such other legal actions as may be necessary to gain entry to and inspect the Site.

Section 4. Cumulative Remedies. The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

Section 5. Failure to Enforce. The failure to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

ARTICLE VI
GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 2. Construction. The provisions of this Declaration shall be liberally construed for the purpose of maintaining the Site. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 3. Amendments. This Declaration may be amended only by the written agreement of Participant and the City.

Section 4. Notices. Any notice permitted or required to be delivered as provided herein to Participant shall be in writing and may be delivered either personally or by first-class or certified mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of same has been deposited in the United States Mail, postage prepaid, addressed to Participant. Such address may be changed from time to time by notice in writing to the City, which shall be made by certified mail to the City of Moreno Valley at 14177 Frederick Street, Moreno Valley, California 92552, Attention: City Manager, and shall be effective upon receipt.

Section 5. Term of Declaration. Except as provided in Article I relating to nondiscrimination, the covenants, conditions and restrictions of this Declaration shall run with the Site and shall expire as of the forty-fifth (45th) anniversary of the date of recordation of this Declaration.

IN WITNESS WHEREOF, the City and Participant have caused this instrument to be duly authorized, this _____ day of _____, 2013.

CITY

CITY OF MORENO VALLEY, a municipal corporation

By:_____
City Manager

DEVELOPER

HABITAT FOR HUMANITY, RIVERSIDE, INC., a California nonprofit public benefit corporation

By:_____
Printed Name:_____

By:_____
Printed Name:_____

EXHIBIT A

LEGAL DESCRIPTION OF THE SITE

[To come.]

ATTACHMENT NO. 8

REQUEST FOR NOTICE OF DEFAULT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552
Attention: City Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

Exempt from recording fees pursuant to Government Code § 27383.

Request for Notice Under Section 2924b Civil Code

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust recorded as Instrument No. _____ on _____, 2013_, in Book , Page , Official Records of Riverside County, California, and describing land therein as

See Exhibit A attached hereto

executed by _____, as Trustor, in which _____ is named as Beneficiary, and _____ as Trustee, be mailed to CITY OF MORENO VALLEY, at 14177 Frederick Street, Moreno Valley, California 92552, Attention: City Manager.

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A REQUEST MUST BE RECORDED.

_____
City Manager

EXHIBIT A

LEGAL DESCRIPTION

[To come.]

ATTACHMENT NO. 9

SCOPE OF DEVELOPMENT

I. GENERAL DESCRIPTION

The Site is specifically delineated on the Map and the Legal Description of the Site.

II. DEVELOPMENT

The Developer shall construct or cause to be constructed not fewer than eight (8) detached, single-family house on the Site, each with not less than 3 bedrooms and 2 bathrooms, together with all on-site and off-site features described in this Scope of Development, including without limitation landscaping. All such improvements collectively constitute the "Improvements". The Improvements are to be accomplished in two phases, the first phase consisting of the development of four (4) Houses and the second phase consisting of at least four (4) additional Houses. The first phase shall additionally include any off sites or conditions of City approvals for the Site.

The quality of construction shall be of a high level. The Improvements shall conform to the approved plans on file with the City as of the Date of Agreement as supplemented by the Design Development Drawings (the "Approved Plans"), including all conditions and mitigation measures.

The Developer shall commence and complete the Improvements by the respective times established therefor in the Schedule of Performance.

III. DEVELOPMENT STANDARDS

The Improvements shall conform to all applicable state laws and regulations and to local zoning, applicable provisions of the Municipal Code of the City of Moreno Valley (the "Municipal Code") and the following development standards:

A. General Requirements:

1. **Vehicular Access.** The placement of vehicular driveways shall be coordinated with the needs of proper street traffic flow as approved by the City. In the interest of minimizing traffic congestion, the City will control the number and location of curb breaks for access to the Site for off-street parking and truck loading. All access driveways shall require written approval of the City staff.

2. **Building Signs.** Signs shall be limited in size, subdued and otherwise designed to contribute positively to the environment. Signs identifying the building use will be permitted, but their height, size, location, color, lighting and design will be subject to City staff approval, and signs must conform to the Municipal Code.

3. **Screening.** All outdoor storage of materials or equipment shall be enclosed or screened to the extent and in the manner required by the City staff.

4. **Landscaping.** The Developer shall provide and maintain landscaping within the public rights-of-way and within setback area along all street frontages and conforming to the plans as hereafter approved by the City.

Landscaping shall consist of trees, shrubs and installation of an automatic irrigation system adequate to maintain such plant material. The type and size of trees to be planted, together with a landscaping plan, shall be subject to the City staff approval prior to planting.

5. **Utilities.** All utilities on the Site provided to service the units rehabilitated or reconstructed by the Developer shall be underground at Developer's expense.

6. **Building Design.** Buildings shall be constructed such that the Improvements shall be of high architectural quality, and shall be effectively and aesthetically designed and in conformance with City approvals.

B. Design Features:

The following design features are considered essential components to the Improvements:

Handicapped Units - Units are to be fully handicapped accessible in compliance with State Housing Code - Title 24 requirements.

Security - The details of security will be reviewed upon submission of the detailed plans.

Overall Design Quality, Materials, Colors, Design Features - Quality of design is important, materials and colors are to be approved by City.

Garages – Garage facilities (and not merely carports) shall be made available for each dwelling unit on Site.

C. City Processing:

Upon conclusion of the City's design and review processes as generally referenced at Sections 4.2 and 4.3 of this Agreement, construction of the Improvements in conformity with such approvals shall be deemed to conform to this Article III of this Scope of Development.

IV. DEMOLITION AND SOILS

The Developer assumes all responsibility for surface and subsurface conditions at the Site, and the suitability of the Site for the Improvements. The Developer has undertaken all investigation of the Site as it shall deem necessary and has not received or relied upon any representations of the City, the City, or their respective officers, agents and employees.

ATTACHMENT NO. 10

CERTIFICATE OF COMPLETION OF CONSTRUCTION

RECORDING REQUESTED BY	)
AND WHEN RECORDED MAIL TO:	)
	)
HABITAT FOR HUMANITY,	)
RIVERSIDE AREA, INC.	)
2180 Iowa Avenue	)
Riverside CA 92507	)
Attn: President	)
	)

(Space Above for Recorder's Use Only)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

CERTIFICATE OF COMPLETION OF CONSTRUCTION

THIS CERTIFICATE OF COMPLETION OF CONSTRUCTION (the "Certificate") is made by the **HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY**, a public body, corporate and politic (the "City"), in favor of **HABITAT FOR HUMANITY, RIVERSIDE, INC.**, a California nonprofit public benefit corporation (the "Developer"), as of the date set forth below.

RECITALS

A. City, the Housing Authority of the City of Moreno Valley (the "Housing Authority") and the Developer have entered into that certain Affordable Housing Agreement ("Agreement") dated May 1, 2013 concerning the redevelopment of certain real property situated in the City of Moreno Valley, California, as more fully described in Exhibit "A" attached hereto and made a part hereof (the "Property").

B. As referenced in Section 4.13 of the Agreement, City is required to furnish the Developer or its successors with a Certificate of Completion of Construction upon completion of construction of the "Improvements" (as defined in Section 1.1 of the Agreement), which Certificate is required to be in such form as to permit it to be recorded in the Recorder's Office of Riverside County. This Certificate is conclusive determination of satisfactory completion of the construction and development required by the Agreement.

C. City has conclusively determined that the construction of the Improvements has been satisfactorily completed.

NOW, THEREFORE, City hereby certifies as follows:

1. City does hereby certify that the construction of the Improvements has been fully and satisfactorily completed in full conformance with the Agreement.

2. This Certificate shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance construction work on the Site, or any part thereof.

3. This Certificate shall not constitute evidence of Developer's compliance with those covenants in the Agreement that survive the issuance of this Certificate.

4. This Certificate is not a Notice of Completion as referred to in California Civil Code Section 3093.

5. Nothing contained in this instrument shall modify in any other way any other provisions of the Agreement or documents recorded in connection therewith concerning the use of the Site.

IN WITNESS WHEREOF, City has executed this Certificate of Completion this _____ day of _____, 2013.

CITY OF MORENO VALLEY, a municipal corporation

By: _____
Its: _____

ATTEST:

_____
City Clerk

ATTACHMENT NO. 10-2

DOCSOC/1612232v5/022432-0032

EXHIBIT A

LEGAL DESCRIPTION

[to come]

ATTACHMENT NO. 11

CALCULATION OF AFFORDABLE HOUSING COST

"Affordable Housing Cost" for the purposes of the Agreement is that purchase price which would result in a monthly housing cost which does not exceed the product of thirty percent (30%) times seventy percent (70%) of Riverside County median income adjusted for family size appropriate for the House; provided that if a particular household's income is between seventy percent (70%) and eighty percent (80%) of Median Income, then the actual income may be used in place of seventy percent (70%).

The following is a worksheet of how to calculate Affordable Housing Cost.

For a three bedroom House, the maximum allowable monthly housing costs for Low Income Household purchasers may not exceed 1/12 of 30% x 70% of Riverside County Median Income for a family of 4 (which median income constitutes $65,000 as of the Date of Agreement), or $1,137.50; provided that, in particular cases under which a particular household has an income of greater than seventy percent (70%) of Median Income, a higher limit may apply: in any such case, Habitat is to confer and consult with the City regarding the determination of what constitutes Affordable Housing Cost, and the determination of the City shall control.

Monthly Housing Costs include:

a. Mortgage Principal and Interest

b. Private Mortgage Insurance

c. Property Taxes

d. Fire/Casualty Insurance

e. Property Maintenance

f. Utilities Allowance

g. Homeowner's Association Fees (if any)

ATTACHMENT NO. 12

AUTHORITY GRANT DEED

Recording Requested by:	)
	)
When Recorded Return to and	)
Mail Tax Statements to:	)
	)
HABITAT FOR HUMANITY,	)
RIVERSIDE AREA, INC.	)
2180 Iowa Avenue	)
Riverside, CA 92507	)
Attn: President	)

(Space above for Recorder's Use.)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

By: _____

GRANT DEED

For a valuable consideration, receipt of which is hereby acknowledged,

The **HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY**, a housing authority duly established and operating pursuant to Chapter 1 of Part 2 of Title 24 of the California Health and Safety Code ("Grantor"), acting to carry out the Redevelopment Plan ("Redevelopment Plan") for the Moreno Valley Redevelopment Project ("Project"), under the Community Redevelopment Law of California, hereby grants to **HABITAT FOR HUMANITY, RIVERSIDE, INC.**, a California nonprofit public benefit corporation, herein called ("Grantee"), the real property hereinafter referred to as the "Property," described in Exhibit A attached hereto and incorporated herein, subject to the existing easements, restrictions and covenants or record described there.

1. The Property is conveyed in accordance with and subject to certain Affordable Housing Agreement entered into by and among the City of Moreno Valley, a municipal corporation ("City"), Grantor and Grantee dated May 1, 2013 (the "Agreement"), a copy of which is on file with the City at its offices as a public record and which is incorporated herein by reference. All capitalized terms not defined herein shall have the meanings capitalized therefor in the Agreement.

2. The Grantee hereby covenants and agrees, for itself and its successors and assigns, that during construction and thereafter, the Grantee shall not use the Property for other than the uses allowed pursuant to the Agreement.

3. The Property is conveyed to grantee at a purchase price, herein called "Purchase Price", determined in accordance with the uses permitted. Therefore, Grantee hereby covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property that the Grantee, such successors and such assigns, shall maintain and use the Property in accordance with the "City Developer CC&Rs," recorded of even date herewith with respect to the Property.

4. The Grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

5. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest permitted by the Agreement; provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

6. All covenants contained in this Grant Deed shall be covenants running with the land. Grantee's obligation to maintain and use the improvements constructed as provided in paragraph 3 shall continue in effect for a period ending on [insert date which is the 45th anniversary of the recording of this Grant Deed]. Every covenant contained in this Grant Deed against discrimination contained in paragraph 4 of this Grant Deed shall remain in perpetuity. The covenants shall be enforceable by each of the City and the Authority.

7. All covenants without regard to technical classification or designation shall be binding for the benefit of the Grantor, and such covenants shall run in favor of the Grantor for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

8. Both before and after recordation of a Certificate of Completion, both Grantor, its successors and assigns, and Grantee and the successors and assigns of Grantee in and to all or any part of the fee title to the Property shall have the right to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, easements or restrictions contained in this Grant Deed without the consent of any tenant, lessee, easement holder, licenses, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Property.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized, this _____ day of _____, 2013.

HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, a public body corporate and politic

By: _____
Executive Director

"GRANTOR"

ATTEST:

_____
Secretary

The Grantee agrees to be bound by the covenants set forth above.

HABITAT FOR HUMANITY, RIVERSIDE, INC., a California nonprofit public benefit corporation

By: _____
Its: _____

By: _____
Its: _____

"GRANTEE"

ATTACHMENT NO. 12-3

DOCSOC/1612232v5/022432-0032

EXHIBIT A

LEGAL DESCRIPTION

[to come]

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: May 14, 2013

TITLE: APPOINTMENT TO THE LIBRARY COMMISSION

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Appoint Laura D'Arciprete to the Library Commission with a term expiring June 30, 2015; or

2. If an appointment is not made, declare the position vacant and authorize the City Clerk to re-notice the position as vacant.

BACKGROUND

The City Clerk's Office posted a Notice of Openings to fill vacancies on the Library Commission. Appropriate time frames with respect to posting notices of vacancies were followed.

As provided in the City's Municipal Code, the appointee will serve without compensation for a designated term.

The Library Commission has two vacant positions with terms expiring June 30, 2015. The City Clerk's Office received one application for this position. Application was submitted by Laura D'Arciprete.

Per the Council-adopted policy, prospective applicants are required to attend at least one meeting of their desired board or commission prior to appointment. Applicant complied with this requirement.

ALTERNATIVES

The Library Commission considers matters pertaining to the administration, operation, development, improvement and maintenance of library services within the City. Choosing not to fill a vacancy on the above-mentioned commission would result in decreased participation from residents. This option is not consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council make the recommended appointment.

NOTIFICATION

1. Publication of the agenda
2. Report and agenda mailed to applicant

ATTACHMENTS

None

Prepared by:
Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval:
Jane Halstead
City Clerk, CMC

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: May 14, 2013

TITLE: AMENDMENT TO CHAPTER 6.02 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE AND ADOPTION OF THE PROPOSED ORDINANCE RELATED TO ILLEGAL HAULING AND COMMERCIAL RECYCLING BIN SCREENING, AND ADOPTION OF A RESOLUTION RELATING TO CITATION AUTHORIZATION

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Introduce the proposed Ordinance No. 866 amending Municipal Code Section 6.02.

2. Adopt proposed Resolution No. 2013-28 repealing Resolution No. 93-79 to include additional classifications with citation authorization.

BACKGROUND

There is an existing need within the City's solid waste program to strengthen illegal hauling prohibitions and procedures, provide exemptions for the screening of commercial recycling bins, and update definitions.

Currently the Municipal Code prohibits any person from collecting any refuse for hire within the City at such times as there is in force a contract entered into by the City with any contractor for the collection and disposal of refuse of the City or its inhabitants (Section 6.02.070). However, the Code also includes exemptions for certain groups that are not prohibited from collecting refuse for hire. The current exemptions are:

- Contractors or builders removing debris, rubbish and trash from construction sites
- Any persons holding a valid City business license to engage in the nursery or gardening business, to remove shrubbery, grass, tree cuttings, tree trimmings or other agricultural debris from property
- Any persons holding a valid City business license to engage in the removal of industrial wastes
- Any persons holding a valid City business license to engage in the removal of large or oversized items of solid waste

Staff recommends the modification of these exemptions. Such modification will avoid the loss of franchise fees not collected from waste being hauled by haulers not franchised by the City. Additionally, the current franchise agreement grants Waste Management, Inc. exclusive rights for the collection, transportation, recycling, composting, and disposal of various types of waste including Construction and Demolition Waste and Green Waste. However, the Municipal Code exemption for contractors, builders, and nursery/gardening businesses limits these exclusive rights. The modified exemptions will create consistency with the exclusive rights granted in the Franchise Agreement.

The recommendation of staff is to modify the list of exemptions and limit exemptions to the following:

- Contractors completing public improvement or utility work within the existing public right-of-way and/or easements
- Cases where the placement of a stationary bin is not feasible due to the project scope and/or operations
- Cases where the materials that the owner seeks to recycle are not recyclable by the franchise waste hauler, as determined by the City Manager or his or her designee
- Persons holding a valid City business license to engage in the removal of special wastes or large or oversized items of solid waste

This will allow exemptions for currently existing programs, such as the Capital Improvement Projects and work performed by utility companies. Additionally, it will allow special cases to be exempted on a case-by-case basis.

In addition, there is a need to establish a uniformity of technical definitions in the Municipal Code to be consistent with the technical definitions within the Franchise Agreement. Lastly, it is recommended to provide an allowance for commercial customers to place their recycling dumpster outside any screening in cases where space constraints or the nonexistence of trash enclosures would otherwise prohibit commercial and industrial businesses from participating in the Waste Management Commercial Recycling Program. This will allow such commercial customers to comply with regulations set forth in the State of California's mandatory commercial recycling legislation while also maintaining compliance with the City's Municipal Code.

DISCUSSION

The recommended changes include implementing a new illegal hauling citation procedure. This will require various changes to be implemented. Additional classifications are proposed to be added to the list authorized to administer citations as reflected in Attachment "2" (Proposed Resolution). In addition to Solid Waste/Recycling Program staff additions, several other positions in other City departments/divisions have been included at the request of these departments/divisions in order to address their respective administrative citation needs.

This modification will allow City employees to post notices on bins which are being used for illegal hauling purposes. Violators of the City's illegal hauling prohibitions will be subject to an administrative citation and penalty consistent with an infraction of the Municipal Code. As detailed in Attachment "1" (Proposed Ordinance), owners of illegal bins will have three days from the date of the notice posting to remove the bin, after which the bin will be confiscated. No bin will be confiscated without approval of the City. No bin will be confiscated prior to obtaining a warrant, if the bin is located on private property, unless exigent circumstances exist. The owner will have 30 days to claim the confiscated bin and pay all fees.

The City's franchise waste hauler will be utilized to confiscate, transport and store bins upon City authorization. New fees are proposed to be placed on the fee resolution for fiscal year 2013/2014 to complement these new procedures. These fees are in addition to any penalty associated with the administrative citation, and the amounts of such fees are noted below:

Confiscation of Bin (1 ½ yard – 6 yard)

- Hauling & Disposal – $97.62
- Storage – $25.00

Confiscation of Bin (10 yard – 40 yard)

- Hauling & Disposal – $457.62
- Storage – $75.00

It is important to note that the changes recommended will not alter the ability for residents to obtain a self-haul permit. There will also be no financial impact on any of the residential or commercial accounts. The financial burden on the illegal hauling prohibition procedures will be placed on those non-franchise haulers who violate the Municipal Code.

In regards to accommodating commercial recycling customers, an exemption from the screening requirement for commercial recycling bins is proposed. This exemption would be limited to existing commercial properties that either have no existing trash enclosure/screening element or have trash enclosure(s)/screening element(s) of a size

that are not sufficient to accommodate both a commercial trash bin and a commercial recycling bin. At such time that any exempted property applies for major entitlement or expands by more than 50%, a condition of approval to construct a larger enclosure capable of accommodating two bins may be identified.

The approval of the Municipal Code modifications, citation authorization, and fees identified will establish the basis for a stronger illegal hauler enforcement program and facilitate compliance with mandatory commercial recycling requirements.

ALTERNATIVES

Staff recommends that the City Council:

1. Introduce the proposed ordinance, adopt the proposed resolution repealing Resolution 93-79, and adopt the proposed resolution amending the FY13/14 Fee Schedule. ***Staff recommends this alternative. This will ensure the loss of franchise fees, supports the exclusive rights identified within the Franchise Agreement, and facilitates the ability of local businesses to comply with the State of California mandatory commercial recycling legislation.***

2. Direct staff to make changes to the ordinance and return to a City Council meeting or study session on a later date with a revised Ordinance.

3. Take no action. The existing ordinances will remain in effect. ***Staff does not recommend this alternative. This will maintain the current exemptions, continue the loss of potential franchise fee revenue, maintain limitations on the franchise hauler's exclusive rights identified within the Franchise Agreement, and maintain a barrier in the ability of local businesses to comply with the State of California's mandatory commercial recycling legislation.***

FISCAL IMPACT

There are potential franchise fees that will be generated from the Construction and Demolition Waste and Green Waste not currently collected by the City's franchise hauler. All Hauling/Disposal and Storage fees collected will be utilized to pay for related services provided by the franchise waste hauler. There will be no rate increase to trash service to any customer in Moreno Valley.

CITY COUNCIL GOALS

Community Image, Neighborhood Pride and Cleanliness - Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

Revenue Diversification and Preservation – Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

NOTIFICATION

Publication of the City Council Agenda.

ATTACHMENTS

Attachment 1 – Proposed Ordinance
Attachment 2 – Proposed Resolution No. 2013_28
Attachment 3 – Proposed Resolution No. 2013_28_Redlined

Prepared By:
Ariana Ayala
Management Analyst

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Robert R. Lemon
Maintenance & Operations Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

ATTACHMENT 1

ORDINANCE NO. 866

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 6.02 OF CHAPTER 6 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO REFUSE COLLECTION, TRANSFER AND DISPOSAL

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1. MUNICIPAL CODE AMENDED:

Section 6.02 of Chapter 6 of Title 1 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

"6.02 REFUSE COLLECTION, TRANSFER AND DISPOSAL

6.02.010 Findings.

The city council makes the following findings:

A. Refuse collection, transfer and disposal services within the city were provided pursuant to nonexclusive permits, all of which expired by their own terms after December 31, 1985.

B. It is in the best interests of the public health, safety and welfare that refuse collection, transfer and disposal services within the city be provided either by city officers and employees directly, or by exclusive contract with a qualified provider of such services.

6.02.020 Definitions.

For the purpose of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

"Bins" means those containers provided by the city's franchise hauler for commercial, industrial, construction and multifamily residential uses. Bins are of two types: (i) bins (usually three cubic yards in size) which are picked up by refuse trucks by means of front loading apparatus; and (ii) roll-off bins (usually forty (40) cubic yards in size) which are picked up by trucks using rear loading winches onto rails.

"Bulky Waste" means discarded furniture (including chairs, sofas, and mattresses; rugs); appliances (including refrigerators with freon, ranges, washers, dryers, water heaters, dishwashers, air conditioner units with CFCs, televisions,

electronic appliances, small household appliances and other similar items commonly known as "white goods"), waste tires, and oversized yard waste such as tree trunks and large branches if no larger than two feet (2) in diameter and four feet (4) in length and similar large items discarded from residential service recipients; "Bulky waste" does not include large items such as car bodies, camper shells, mobile homes, trailers, Jacuzzi tubs or spas, or any other item that cannot be safely lifted and collected by one person. In addition, bulky waste do not include any hazardous waste, special waste, or any other item or items that in the future may be banned by regulation.

"City" means the city of Moreno Valley.

"City manager" means the city manager of the city or his duly authorized representative.

"Collector" means, depending upon the context in which used, either the city or a contractor.

"Construction material" means discarded material from the construction or destruction of buildings, roads and bridges, to include concrete, rocks, asphalt, plasterboard, wood, and other related construction material.

"Contractor" means a person, persons, firm or corporation authorized by contract with the city to provide single-family residential, multi-family residential, commercial or industrial (roll-off) refuse collection services within the city.

"Dump or dumping" means placing, depositing, discarding and/or storing of any items of solid waste, hazardous waste, green waste, garbage, special waste, medical waste, rocks, or dirt, or of any vehicles which do not have value beyond scrap value or which are inoperable and unlicensed or which are considered abandoned due to the surrounding conditions.

"Garbage" means the putrescible animal, fish, fowl, food, fruit or vegetable matter resulting from the cultivation, preparation, storage, handling, decay or consumption of such substance.

"Green waste" means all forms of biodegradable plant material which can be placed in a covered container, such as tree trimmings, grass clippings, etc. Tree stumps and logs are not to be considered green waste unless they are reduced to a chipped form; they shall be considered bulky waste. Biodegradable plant material which is mixed with other kinds of refuse shall not be considered green waste.

"Hazardous waste" means any chemical compound, mixture, substance or article which, if improperly used, handled, transplanted, processed or stored, may constitute a hazard to health or may cause damage to property and contaminate the water table by reason of being explosive, flammable, poisonous, corrosive, radioactive, or otherwise harmful to the environment.

"Medical waste" means any materials of whatever nature normally disposed of in the course of, after, or as a result of any medical treatment or procedures or any administration of any legal or illegal drug or other substance to the body of humans or animals, including without limitation, medicines, syringes, hypodermic needles, body parts or fluids of humans or animals (and any other materials, such as bedding or clothing, containing or having been in contact with body fluids), medical implements, packaging from any such substances or materials, and other related materials, whether or not such items are the result of legal medical treatment or other legal or illegal activities.

"Place" or "premises" means every dwelling house, dwelling unit; apartment house or multiple dwelling building; trailer or mobilehome park; store; restaurant; rooming house; hotel; motel; office building; department store; manufacturing, processing, or assembling shop or plant; and every other place or premises where any person resides, or any business is carried on or conducted within the city.

"Private premises" means any privately owned real property, together with any structure thereon, whether inhabited or temporarily or continuously uninhabited or vacant, including the yard, grounds, walks, driveway, porch, steps, vestibule or entryway thereof and any off-street parking area.

"Public place" means any and all public streets, sidewalks, gutters, boulevards, alleys or other public rights-of-way and any and all public buildings, parks, squares, grounds and off-street parking areas, and all other publicly owned improved or unimproved real property.

"Recyclable Material" means a commodity which is sold for compensation (i.e. the generator receives a payment from the recycler net of any transportation or processing costs), or given away, but which is not discarded into the waste stream. A Recyclable Material which is not sold for compensation or given away, or which is discarded into the waste stream, loses its character as a Recyclable Material and becomes Recyclable Solid Waste subject to the definition in this code.

"Recyclables Container" shall mean containers provided and owned by city's franchise hauler for service recipients for the temporary accumulation of Recyclable Solid Waste.

"Recyclable Solid Waste" shall mean Solid Waste which contains Recyclables separated from the remaining Solid Waste stream in Recyclables containers. It includes all those materials to be collected under the city's existing recycling programs and shall consist of paper, cardboard, glass jars and bottles, aluminum/tin cans and PET (polyethylene terephthalate) and HDPE (high density polyethylene) plastic containers. It shall also include designation recyclable and reusable materials from demolition and construction waste as detailed in chapter 8.80.020 of the Municipal Code. Subject to City Council approval, the scope of this definition may be changed to exclude any of the

materials listed above or to include other materials, provided that such changes in scope are made to account for changes in the market for recyclable materials.

"Recyclables" shall mean products or substances, including but not limited to paper, cardboard, metal, glass, plastic, or other substances capable of being re-processed, reused or resold, which have passed through their originally intended usage.

"Rubbish" means nonputrescible, useless, unused, unwanted or discarded material or debris, either combustible or noncombustible, including but not limited to, paper, cardboard, grass, tree or shrub trimmings, straw, clothing, wood or wood products, crockery, glass, rubber, metal, plastic, construction material and similar material.

"Solid waste" means and includes all putrescible and nonputrescible solid or semisolid wastes (including semiliquid or wet wastes with insufficient moisture so as not to be free flowing), garbage, rubbish, ashes, recyclable solid waste~~,~~ bulky waste, green waste, demolition and construction wastes and other discarded materials resulting from domestic, institutional, commercial, industrial, agricultural and community operations and activities. It shall not include Special Waste.

"Special waste" means and includes, but is not limited to, flammable waste, liquid waste, sewage sludge, dead animals, manure, radioactive, explosive substances, asbestos, pesticides, herbicides, fungicides, rodenticides and other hazardous materials.

"Standard container" means those containers approved by the city for normal curbside service to single unit residential premises. This includes automated containers as provided by the city's franchise hauler for collection of acceptable "solid waste", "recyclable solid waste", and "green waste". This definition expressly excludes the use of oil drums, grease barrels, plastic bags and cardboard boxes as collection containers.

6.02.030 Collection services.

A. The city shall provide for and furnish services relating to collection, transfer and disposal of solid waste within and throughout the city. Such services will be furnished either by city officers and employees directly, or by contract agent or agents of the city.

B. By appropriate resolution or contract, the city council may determine that all or part of the solid waste collection, transfer and disposal services shall be provided within the city by the city through its officers and employees or by an exclusive or nonexclusive contract with one or more qualified providers of such services. By the same resolution or contract, the city council may establish classes of recipients of such services and may mandate as to all or less than all of such classes that each member of the class shall make appropriate arrangements for regular solid waste collection

services with the city or, when a contract for solid waste collection is in force, with an authorized contractor.

C. Every person having a duty, pursuant to subsection B of this section, to make or cause to be made arrangements for regular solid waste collection services, shall be liable for payment of the appropriate service fees and charges therefor to the same extent and at the same times, irrespective of whether the person has or has not made the appropriate arrangements for collection services in compliance with such resolution or contract. Whenever the fees or charges for such services have not been paid when due, all of the persons mentioned in Section 6.02.040(B) shall be jointly and severally liable for payment thereof (together with any applicable penalties and interest) irrespective of which person may have made any existing arrangements for collection services; provided, that an occupant of only a portion of a parcel of real property or premises shall be deemed liable only for the fees or charges, or portion thereof, attributable to collection services for refuse produced or to be produced or accumulated or to be accumulated by the occupant, and also upon all portions of the property occupied by the occupant.

D. Notwithstanding the foregoing provisions of this section relating to which persons are liable for payments for refuse collection services, pursuant to Sections 5473 and 5473a of the California Health and Safety Code, the city elects to have delinquent and unpaid fees and charges collected on the tax roll in the same manner, by the same person, and at the same time as, together with and not separately from, its general taxes. Delinquent and unpaid fees or charges shall mean those fees and charges for which services have been rendered but which have not been paid for more than sixty (60) days after the billing date.

E. The procedure for collecting delinquent and unpaid fees and charges on the tax roll shall be as follows:

1. City may cause a written report to be prepared each year and filed with the clerk which shall contain a description of each parcel of real property receiving such services and facilities and the amount of the delinquent fees and charges for each parcel for the year which remain outstanding, computed in conformity with the charges prescribed by this chapter. In addition to delinquent fees and charges, the amount may also include a ten (10) percent basic penalty for nonpayment of those fees and charges and, in addition, a penalty of one and one-half percent per month for nonpayment of those fees, charges and the basic penalty.

2. On or before August 10th of each year following the final determination of the delinquent charges, the city clerk shall file with the county auditor a copy of the report prepared with a statement endorsed on the report over his or her signature that the report has been finally adopted by the city council. (Ord. 524 § 1.2, 1997; Ord. 399 § 1.1, 1993; Ord. 361 §§ 1.1, 1.2, 1992; Ord. 54 § 1.1 (part), 1986)

6.02.040 Public nuisance.

A. It is unlawful, and a public nuisance, for any person to occupy or inhabit any property within the city for which appropriate arrangements have not been made and kept in full force and effect for regular solid waste collection services, in compliance with Section 6.02.030(A) and (B).

B. An occupant of property shall be deemed to have complied with Section 6.02.030(A) and (B) if the owner of the property has caused to be made such appropriate arrangements for collection of solid waste upon all portions of the property occupied by the occupant. An owner of property shall be deemed to have complied with Section 6.02.030(A) and (B) if an occupant or occupants has or have caused to be made such appropriate arrangements for collection of all refuse upon all portions of the property. (Ord. 54 § 1.1 (part), 1986)

6.02.050 Containers.

A. It is the duty of every person in possession, charge or control of any place within the city, in or from which solid waste accumulates or is produced, to provide, and at all times to keep in a suitable place readily accessible to the collector, containers capable of holding without spilling all solid waste which would ordinarily accumulate on the premises between the time of two successive collections. At the time of collection, no containers to be emptied shall be located inside locked gates or doors or in a fenced or enclosed area used to restrain animals.

B. Every person in charge of a residence, commercial or industrial business shall deposit or cause to be deposited all solid waste in standard containers or commercial bins as approved by the city manager and the collector. No person shall maintain or place for collection any container not in conformance with the standard container designated in this section. Residences and dwelling units who have self-haul permits must furnish their own containers and shall be responsible for their maintenance, cleanliness and replacement. No container shall be placed adjacent to a street or public right-of-way for collection service more than twelve (12) hours prior to the normal collection time and shall be removed from the street or right-of-way location within twelve (12) hours after collection.

C. All persons in possession of any place within the city shall store standard containers or commercial bins on their properties, when not placed for collection, in a manner which will be screened from public view and which will not allow such containers or bins to roll, fall or protrude onto the public streets, sidewalks or alleys of the city. Any standard container or commercial bin which partially or wholly blocks or obstructs any public street, sidewalk or alley in violation of the foregoing requirement is a nuisance abatable under Section 1.01.250 and shall also subject the person responsible therefor, whether or not the owners thereof, to punishment under Section 1.01.200 et seq., whenever the standard container or commercial bin was placed in the public street, alley or sidewalk as a result of the intent or negligence of the person

charged with the violation of this section. An exemption may be allowed to the requirement that commercial recycling bins be stored in a manner which will screen them from public view. In cases where existing trash enclosures do not allow adequate space to maintain two bins or in such cases where a commercial property has no existing trash enclosure. However, in no event will any exemption be allowed to the requirement that commercial bins be stored in a manner that will not allow such containers to roll, fall, or protrude onto the public streets, sidewalks, or alleys of the City. Any such exemptions will be evaluated at such time that a property owner files for a major entitlement or the buildings on the property are expanded over 50%. In such cases, a condition of approval may be placed on the property to build larger enclosure(s) to accommodate both a trash and recycling bin.

D. It is unlawful for any person to place solid waste in, or to otherwise use the solid waste containers of another person, without the permission of such other person. (Ord. 324 § 1.1, 1991; Ord. 54 § 1.1 (part), 1986)

6.02.060 Frequency of collection.

A. Every person in charge of a residence or residences, whether single-family, multiple-family, commercial or industrial buildings, shall make arrangements with the collector, to have removed, not less than once a week, from the property upon which the residence, residences, commercial buildings, or industrial buildings are located, all solid waste created or produced or brought upon the premises. This provision, however, will not apply to food handling establishments, from which solid waste shall be removed or caused to be removed not less than twice a week. (Ord. 54 § 1.1 (part), 1986)

B. Every person, industrial or commercial customer shall have adequate services, as it pertains to the number/size of standard containers/bin(s) and the frequency of collection, and materials which are contained within the standard containers/bin(s) without causing an overflow of materials and meets the needs of the generation of waste produced.

6.02.070 Unlawful and prohibited acts.

A. The keeping of solid waste in containers other than those prescribed by this chapter, constitutes a public nuisance and may be abated in the manner now or hereafter provided by law for the abatement of nuisances. This section shall not, however, be deemed to apply to any persons operating under a valid self-haul permit.

B. The keeping upon premises of solid waste which is offensive, obnoxious or unsanitary is unlawful, constitutes a public nuisance and may be abated in the manner now or hereafter provided by law for the abatement of nuisances.

C. It is unlawful for any person other than the person in charge of a residential, institutional, commercial, industrial or other premises or the person authorized by law to remove any container from the location where the container was placed by the person in charge for storage or collection, to remove any solid waste from the location in which the solid waste was placed by the person in charge for storage or collection, without prior written approval of the person in charge of such premises.

D. No person shall place solid waste adjacent to or on a street or public right-of-way for collection or removal purposes without prior approval and arrangements with the collector.

E. It is unlawful for any person to place or deposit institutional, commercial or industrial solid waste in any container placed upon the public street by public authority, and meant primarily for the disposal of solid waste by pedestrians using the sidewalk.

F. No person shall burn any solid waste within the city, except in an approved incinerator or other device for which a permit has been issued by the building official, and which complies with all applicable permit and other regulations of air pollution control authorities, and provided any such act of burning in all respects complies with all other laws, and rules and regulations.

G. At such times as there is in force a contract entered into by the City with any contractor for the collection and disposal of solid waste of the City or its inhabitants, it is unlawful for any person other than the contractor or his agents and employees, to collect any solid waste for hire within the City. Additionally it is unlawful to place and/or maintain any container for the purpose of collecting solid waste for hire within the City. This section shall not, however, be deemed to apply to persons holding a valid City business license to engage in the removal of special wastes, or large or oversized items of solid waste, or to a contractor completing public improvement or utility work within existing public right-of-way and/or easements, or in cases where the placement of a stationary bin is not feasible due to project scope and/or operations, or in cases where the materials that the owner seeks to recycle are not recyclable by the franchised waste hauler, as determined by the City Manager or his or her designee.

H. It is unlawful for any person, other than the owner thereof, the owner's agents or employees, an authorized officer or employee of the city, or an authorized person employed by or representing a company holding a contract issued pursuant to this chapter, to do any of the following:

1. To take, remove or appropriate for his or her own use any salvageable, recyclable or other collected solid waste, or property which the owner discarded which has been placed in any street or alley for collection or removal, whether or not the solid waste has been placed in recycling or other permissible containers;

2. To take, damage or appropriate for his or her own use any container which has been placed in any street or alley for use in the collection of salvageable, recyclable or other solid waste.

6.02.075 Illegal dumping prohibited—Misdemeanor.

A. No person shall engage in dumping on any private premises owned, possessed or controlled by any other person without the consent of that other person, nor shall any person engage in dumping in or on public places, except in permissible receptacles, as provided under this chapter for lawful pickup and disposal.

B. Dumping prohibited under this section, and the accumulation of any materials dumped upon any public or private property, are hereby declared to the public nuisances and may be abated as such pursuant to applicable provisions of this code and state law. The perpetrator of any dumping, as well as the owner of any private property subject to such abatement, shall be liable to the city for the costs of cleanup and abatement. Any such costs assessed to the owner of any private property upon which the abatement took place shall become a lien upon that property in accordance with applicable law.

C. Costs of abatement are in addition to any fine imposed upon conviction and are due and payable upon receipt of a written statement from the city setting forth such costs. Such costs under this chapter are a debt owing to the city and may be collected in the same manner as any other debt.

D. If a violation of this section presents an emergency condition which presents an imminent health and safety hazard to the citizens of the city in the reasonable judgment of the director of community development or his or her deputy appointed for such purposes, the director or his/her duly appointed representative may order the property owner to immediately abate such conditions or order immediately emergency abatement by the city. (Ord. 694 § 1.1 (part), 2005; Ord. 614 § 1 (part), 2002)

6.02.080 Special collections.

Subscribers to a solid waste disposal service may order special collections of such things as landscape trimmings, discarded furniture, and other items too large to fit in standard containers, subject to rates which have been established from time to time by the city council. (Ord. 54 § 1.1 (part), 1986)

6.02.090 Rates and schedules.

The city council shall establish by appropriate contract or resolution, the rate and collection schedules for solid waste collection services within the city. (Ord. 54 § 1.1 (part), 1986)

6.02.100 Collection equipment.

A. Each contractor shall provide sufficient collection equipment in accordance with the terms of the contract with the city authorizing such contractor to provide collection, transfer and disposal services.

B. Trucks used for the collection or transportation of solid waste shall be leakproof and equipped with a close-fitting cover which shall be affixed in a manner that will prevent spilling, dropping or blowing of any solid waste upon the public right-of-way during collection or transportation.

C. All trucks used for collection or transportation of solid waste shall be maintained in a clean and sanitary condition, neatly and uniformly painted, and shall carry a shovel, broom and fire extinguisher.

D. The owner of each truck used for collection or transportation of solid waste shall have the owner's name, telephone number and truck number printed on each side of all trucks in letters not less than three inches high.

E. All solid waste conveying trucks, tanks, containers and other solid waste receptacles shall be cleaned and disinfected both on the inside and outside thereof at least once daily, and at all times shall be kept free from any solid waste on the outside thereof.

F. The collector shall maintain in good repair all containers furnished to commercial, industrial and institutional customers. (Ord. 54 § 1.1 (part), 1986)

6.02.110 Self-haulers.

Each person who is authorized to remove solid waste from his own premises shall deposit such solid waste only at authorized disposal or dumping sites and shall not deposit, leave, dump, drop, place or otherwise dispose of such solid waste upon any street, alley, waterway or other unauthorized lot or land within the city. (Ord. 54 § 1.1 (part), 1986)

6.02.111 Self hauling permit.

A. Any person in charge of a single-family residence desiring a self hauling permit to remove solid waste from his own premises shall obtain a permit from the city public works department, which shall issue such permit upon the payment of a fee as authorized by resolution of the city council, upon the showing that the proposed permittee owns an enclosed pickup truck or similar enclosed vehicle, and demonstrates proof of permittee's compliance with this chapter by providing weekly receipts from any County of Riverside landfill or other Riverside County licensed/permitted disposal

facilities on a quarterly basis. The permit shall be subject to revocation if there be any violation of this chapter. The permittee shall have the right to dispute the revocation by an appeal to the director of public works or his designee within ten (10) calendar days notice of the proposed revocation. The decision of the director or his designee shall be final.

B. Any governmental agency which is located within the city and which demonstrates that it has the appropriate equipment to haul solid waste may be granted a self-haul permit. The city shall retain the right to request proof of the quantity, and proper handling (e.g., Riverside County landfill receipts), of the solid waste by such governmental agency, as well as other statistical information necessary for the city's reporting requirements. This provision does not extend the right of any government agency to contract with an independent contractor, other than the city-approved contractor, to provide services under a self-haul permit. (Ord. 524 § 1.3, 1997: Ord. 337 § 1, 1991: Ord. 54 § 1.1 (part), 1986)

6.02.120 Audit of contractor's records.

Whenever the city enters into a contract which requires payments to be made to the city by the contractor a part of the consideration for authorizing the contractor to furnish solid waste collection services within the city, and whether or not such contract so provides, the payment shall be accompanied by a financial report on a form provided by the city manager covering the period of time related to the payment. The city manager may inspect the financial records of the contractor at any reasonable time in order to verify the contractor's financial report or may require the contractor to provide an audited financial report prepared by a certified public accountant. (Ord. 54 § 1.1 (part), 1986)

6.02.130 Illegal Hauling Provisions and Procedures

A. Any container not owned, placed, and serviced by the City's franchise hauler that is placed within the right-of-way, on private property, or on public property, for the purpose of collection of solid waste will be prima facie evidence of the owner of such containers engaging in the prohibited act of collecting solid waste for hire while a contract is in force with the City and a franchiser hauler for the collection and disposal of solid waste. Any such containers associated with the prohibited act of collecting solid waste for hire are considered a public nuisance and shall be subject to removal. The City will make a determination based on prima facie evidence that a contract for service is in effect if a container not owned by the City's franchise waste hauler is placed on private property or within the right-of-way. Consent must be obtained from a responsible person(s) prior to entering private property to perform an abatement, or an administrative inspection warrant and proper notice must be obtained as required by law.

B. The City Manager or his or her designee may cause the posting of a Notice to Remove, in a conspicuous place, on any container placed on any public or private property that is used for or is ancillary to any act in violation of any provision of this Chapter. Notices to Remove posted pursuant to the provisions of this section shall specify the nature of the violation and shall state that the container must be removed within three (3) calendar days from the date the notice is posted on the container or it may be removed and stored by the City or its designee, and the contents disposed of, at the expense of the owner of the container. The posting of a Notice to Remove shall constitute constructive notice to the owner and user of the container of the requirement to remove the container.

C. Independent of any criminal prosecution or the results thereof, the City is authorized and empowered to impound any unauthorized solid waste or recycling container to enforce the provisions in this Chapter. In carrying out a removal, the City shall follow the procedure established in this section.

D. If the container is not removed within three (3) calendar days after the posting or issuance of a Notice to Remove, the City Manager, or his or her designee, may direct the removal and storage of the container and the disposal of its contents by either the City or its designee. The City may employ the services of its franchise waste hauler or any other contractor properly equipped to remove said containers. No party, including the franchise waste hauler, shall remove a container without prior written authorization from the City Manager or his or her designee. Any person whose duty it is to enforce the provisions of this chapter may enter upon private property with the consent of the property owner, tenant or occupier, or by authority of a warrant, or without consent or a warrant if exigent circumstances exist.

E. In the event that a container is removed by the City and the identity of the owner of the container is known to the City Manager or its designee, the City Manager or its designee shall promptly cause notice to be issued to the owner by first class mail to claim the stored property. After a container has been removed by the City pursuant to a notice to remove, and following 3 calendar days after the mailing of written notice, the owner thereof shall be deemed to have actual notice of the provisions of this section. This notice requirement is not applicable in the event that the identity of the owner of the container cannot be determined following reasonable efforts by the City Manager or its designee to establish identity. If the container is not claimed within thirty (30) calendar days after removal and notice to the owner, if the identity of the owner is known, the container shall be deemed abandoned property and may be disposed of accordingly. The owner of any container may appeal the actions of the City Manager or its designee in removing a container, or the imposition or amount of any costs, in accordance with Sections 6.04.090.

F. In the event of a subsequent placement of a container owned by the same owner in violation of this Chapter, the City Manager or its designee may immediately, without the giving of notice under subsections B, direct the removal and storage of the unlawfully placed container and shall, in such case, give notice to the owner to claim the container. If the container is not claimed within thirty (30) days after removal and notice to the owner, if the identity of the owner is known, the container shall be deemed abandoned property and may be disposed of accordingly.

G. If the contents of the collection container include the presence of biodegradable wastes, hazardous constituents, or other environmental or sanitary threats, the City Manager may order the immediate appropriate disposition of the contents so as to protect the public's health and safety, and the container's owner shall be liable for the costs and fees of disposal.

H. No container shall be released to its owner except upon written authorization of the City Manager or his or her designee. The owner of the container shall be responsible for payment of all related fines and to reimburse the City for the actual costs of the removal, storage and disposal of contents, and in addition any administrative and ancillary fees established by resolution of the City Council. All amounts due to the City, shall constitute a civil debt owed to the City by the owner, who shall be liable therefore in an action by the City or its designee for the recovery of such amounts. Notwithstanding the above, the City Manager or his or her designee may direct the release of a container without payment of costs or fees in the event that a determination is made that significant mitigating circumstances exist that relieve the owner of the container from the responsibility of the container being placed on private property or within the right-of-way for the apparent purpose of collecting solid waste for hire.

6.02.140 Penalties

Any person who violates any provision of this Chapter shall be guilty of an infraction or a misdemeanor in accordance with the provision of Section 1.01.200 and upon conviction of such violation shall be punished in accordance with the provisions of Sections 1.01.230(A) and 1.01.230(B). (Ord. 383 § 1.1, 1992: Ord. 54 § 1.1 (part), 1986)

SECTION 2 NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 3 EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 28th day of May, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on May 14, 2013 and had its second reading on May 28, 2013, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 28th day of May, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Attachment 2

RESOLUTION NO. 2013-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, REPEALING, REVISING AND REENACTING THE PROVISIONS OF RESOLUTION 93-79, AUTHORIZING SPECIFIED CLASSES OF OFFICERS AND EMPLOYEES OF THE CITY TO MAKE ARRESTS WITHOUT WARRANTS AND TO EXERCISE CITATION AUTHORITY.

WHEREAS, the City Council has determined that a need exists to designate and authorize classes of City officers and employees who may make arrests without warrants pursuant to Section 836.5 of the California Penal Code, and who may exercise citation authority pursuant to Section 853.6 of the California Penal Code and, by the adoption of Resolution Nos. 91-27, 88-53, and 93-79, has previously provided for the designation of such specified classes of officers and employees of the City; and

WHEREAS, it is in the best interest of the City that such designation and authorization be modified to reflect current position titles and duties;

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

1. Resolution No. 93-79, as adopted by the City Council on September 14, 1993, is hereby repealed, effective upon the date of adoption of this Resolution. No action commenced pursuant to the authority granted by Resolution No. 93-79 shall be invalidated or otherwise affected by the repeal thereof.

2. The City Manager shall establish or select, and cause to be administered, a special enforcement training program to instruct each officer and employee who will exercise arrest and citation authority pursuant to this Resolution.

3. From persons holding the positions or classifications hereinafter designated, the City Manager may authorize particular officers and employees when to exercise arrest and citation authority pursuant to Section 1.08.050 of the Moreno Valley Municipal Code, provided that only such persons who have satisfactorily completed the prescribed enforcement training program may receive such authority, and provided further that said authority shall be automatically terminated and of no further force or effect at such time as the qualifying position or classification status of the officer or employee is terminated. The termination of arrest and citation authority for any cause does not affect the validity of proceedings duly commenced or completed

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prior to termination.

4. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the following classes of officers and employees of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08 of the Municipal Code:

   a. City Manager
   b. Building Official
   c. Code Compliance Coordinator
   d. Senior Code Compliance Officer
   e. Code Compliance Officer

   Each of the above officers and employees is authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of the Municipal Code, or any planning, zoning, subdivision or development ordinance of the City, or of any of the following provisions of State law: Penal Code, Part 1, Title 13, Chapter 12, Article 2, beginning at Section 556, "Unlawfully placing signs on Public and Private Property"; Section 402(b), "Refrigerators, Washing Machines, etc. Not in Use"; Section 374.3. "Dumping"; and Section 374.4, "Littering"; California Vehicle Code, Division 11, Chapter 9, beginning at Section 22500 thereof, "Stopping, Standing and Parking"; Chapter 10, beginning at Section 22620 thereof, "Removal of Parked and Abandoned Vehicles"' Chapter 11, beginning at Section 22950 thereof, "Parking Lots"' Business and Professions Code, Division 8, Chapter 19, beginning at Section 22435, "Shopping and Laundry Carts"; and Sections 7028 and 7028.5, "Contracting Without a License".

5. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the following classes of officers and employees of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations of all City ordinances and Municipal provisions relating to building and construction, including, without limitation, Chapter 6.04 and all of Title 8 of the Municipal Code excepting only Chapter 8.36 thereof:

   a. City Manager
   b. Building Official
   c. Senior Building Official
   d. Building Inspector II (Housing Inspector)

6. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the City Manager and persons designated by the City Manager to possess such authority are hereby authorized and designated to

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exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations relating to parking regulations.

7. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the City Manager and persons classified as Business License Inspectors of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of all City ordinance and Municipal Code violations relating to business regulations, including, without limitation, Title 5 of the Municipal Code.

8. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the following classes of officers and employees of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of all City ordinances and Municipal Code provision relating to fire suppression and fire prevention, including, without limitation, California Code of Regulations, Title 19 "Public Safety", Division 1 "State Fire Marshal", and Chapter 8.36 of the Municipal Code:

   a. City Manager
   b. Fire Chief
   c. Fire Marshal
   d. Fire Battalion Chief
   e. Deputy Fire Marshal
   f. Fire Safety Specialist
   g. Fire Inspector II
   h. Fire Inspector I

9. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the City Manager and persons classified as Park Rangers of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of all City ordinances and Municipal Code violations relating to regulations for the use of park and recreation facilities, including, without limitation, Chapter 11.40 of the Municipal Code; or any of the following provisions of State law: California Penal Code Section 374.3, "Dumping", and Penal Code Section 374.4, "Littering"; California Vehicle Code, Division 11, Chapter 9, beginning at Section 22500 thereof, "Stopping, Standing and Parking", within the City parks.

10. From persons holding the positions or classifications hereinafter designated, the City Manager may authorize particular officers and employees when to

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exercise arrest and citation authority pursuant to Section 1.08.050 of the Moreno Valley Municipal Code, provided that only such persons who have satisfactorily completed the prescribed enforcement training program may receive such authority, and provided further that said authority shall be automatically terminated and of no further force or effect at such time as the qualifying position or classification status of the officer or employee is terminated. The termination of arrest and citation authority for any cause does not affect the validity of proceedings duly commenced or completed prior to termination.

11. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the following classes of officers and employees of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08 of the Municipal Code:

    a. City Manager
    b. City Engineer
    c. Program Manager (Solid Waste & Recycling Program)
    d. Management Analyst and/or Assistant (Solid Waste & Recycling Program)
    e. Recycling Specialist

    Each of the above officers and employees is authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of the Municipal Code Chapter 6.02 "Refuse Collection, Transfer, and Disposal", and Chapter 8.80 "Recycling and Diversion of Construction and Demolitions Waste", or any of the following provisions of State law: Penal Code, Part 1, Title 10, beginning at Section 374.3. "Dumping"; and Section 374.4, "Littering";

12. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the following classes of officers and employees of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08 of the Municipal Code:

    a. City Manager
    b. City Engineer
    c. Engineering Division Manager (Land Development Division)
    d. Environmental Analyst

    Each of the above officers and employees is authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of the Municipal Code Chapter 8.04 "Standards and Practices", Chapter 8.10

"Stormwater/Urban Runoff Management and Discharge Controls", Chapter 8.12 "Flood Damage Prevention and Implementation of National Flood Insurance Program (NFIP)", or any of the following provisions of State law: Penal Code, National Pollutant Discharge Elimination System (NPDES) Permit and Waste Discharge Requirements for the Riverside County Flood Control & Water Conservation District, the County Of Riverside, and the Incorporated Cities of Riverside County Within the Santa Ana Region, Order No. R8-2010-0033 and NPDES No. CAS 618033 (aka "MS4 Permit");

13. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the following classes of officers and employees of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08 of the Municipal Code:

    a. City Manager
    b. City Engineer
    c. Engineering Division Manager (Land Development Division)
    d. Construction Inspector

    Each of the above officers and employees is authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of the Municipal Code Chapter 8.04 "Standards and Practices", Chapter 8.12 "Flood Damage Prevention and Implementation of National Flood Insurance Program (NFIP)", Chapter 8.14 "General", Chapter 8.21 "Grading Regulations", Chapter 9.08 "Development Standards", Chapter 9.09 "Specific Use Development Standards", or any of the following provisions of State law: Penal Code, Government Code Sections 66410 – 66499.58 (aka "Subdivision Map Act");

14. No provisions of this Resolution shall be construed to affect in any manner citation or arrest authority granted by any other provision of law.

BE IT FUTHER RESOLVED that this Resolution shall become effective immediately upon the date of its adoption.

APPROVED AND ADOPTED this 14th day of May, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00200838

RESOLUTION JURAT

STATE OF CALIFORNIA _____)

COUNTY OF RIVERSIDE _____) ss.

CITY OF MORENO VALLEY _____)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-28 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 14th day of May, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____
City Clerk

(SEAL)

MV00200839

RESOLUTION NO. 2013-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, REPEALING, REVISING AND REENACTING THE PROVISIONS OF RESOLUTION 93-79, AUTHORIZING SPECIFIED CLASSES OF OFFICERS AND EMPLOYEES OF THE CITY TO MAKE ARRESTS WITHOUT WARRANTS AND TO EXERCISE CITATION AUTHORITY.

WHEREAS, the City Council has determined that a need exists to designate and authorize classes of City officers and employees who may make arrests without warrants pursuant to Section 836.5 of the California Penal Code, and who may exercise citation authority pursuant to Section 853.6 of the California Penal Code and, by the adoption of Resolution Nos. 91-27, 88-53, and 93-79, has previously provided for the designation of such specified classes of officers and employees of the City; and

WHEREAS, it is in the best interest of the City that such designation and authorization be modified to reflect current position titles and duties;

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

1. Resolution No. 93-79, as adopted by the City Council on September 14, 1993, is hereby repealed, effective upon the date of adoption of this Resolution. No action commenced pursuant to the authority granted by Resolution No. 93-79 shall be invalidated or otherwise affected by the repeal thereof.

2. The City Manager shall establish or select, and cause to be administered, a special enforcement training program to instruct each officer and employee who will exercise arrest and citation authority pursuant to this Resolution.

3. From persons holding the positions or classifications hereinafter designated, the City Manager may authorize particular officers and employees when to exercise arrest and citation authority pursuant to Section 1.08.050 of the Moreno Valley Municipal Code, provided that only such persons who have satisfactorily completed the prescribed enforcement training program may receive such authority, and provided further that said authority shall be automatically terminated and of no further force or effect at such time as the qualifying position or classification status of the officer or employee is terminated. The termination of arrest and citation authority for any cause does not affect the validity of proceedings duly commenced or completed

prior to termination.

4. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the following classes of officers and employees of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08 of the Municipal Code:

   a. City Manager
   b. Building Official
   c. Code Compliance Coordinator
   d. Senior Code Compliance Officer
   e. Code Compliance Officer

   Each of the above officers and employees is authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of the Municipal Code, or any planning, zoning, subdivision or development ordinance of the City, or of any of the following provisions of State law: Penal Code, Part 1, Title 13, Chapter 12, Article 2, beginning at Section 556, "Unlawfully placing signs on Public and Private Property"; Section 402(b), "Refrigerators, Washing Machines, etc. Not in Use"; Section 374.3. "Dumping"; and Section 374.4, "Littering"; California Vehicle Code, Division 11, Chapter 9, beginning at Section 22500 thereof, "Stopping, Standing and Parking"; Chapter 10, beginning at Section 22620 thereof, "Removal of Parked and Abandoned Vehicles"' Chapter 11, beginning at Section 22950 thereof, "Parking Lots"' Business and Professions Code, Division 8, Chapter 19, beginning at Section 22435, "Shopping and Laundry Carts"; and Sections 7028 and 7028.5, "Contracting Without a License".

5. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the following classes of officers and employees of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations of all City ordinances and Municipal provisions relating to building and construction, including, without limitation, Chapter 6.04 and all of Title 8 of the Municipal Code excepting only Chapter 8.36 thereof:

   a. City Manager
   b. Building Official
   c. Senior Building Official
   d. Building Inspector II (Housing Inspector)

6. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the City Manager and persons designated by the City Manager to possess such authority are hereby authorized and designated to

exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations relating to parking regulations.

7. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the City Manager and persons classified as Business License Inspectors of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of all City ordinance and Municipal Code violations relating to business regulations, including, without limitation, Title 5 of the Municipal Code.

8. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the following classes of officers and employees of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of all City ordinances and Municipal Code provision relating to fire suppression and fire prevention, including, without limitation, California Code of Regulations, Title 19 "Public Safety", Division 1 "State Fire Marshal", and Chapter 8.36 of the Municipal Code:

   a. City Manager
   b. Fire Chief
   c. Fire Marshal
   d. Fire Battalion Chief
   e. Deputy Fire Marshal
   f. Fire Safety Specialist
   g. Fire Inspector II
   h. Fire Inspector I

9. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the City Manager and persons classified as Park Rangers of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of all City ordinances and Municipal Code violations relating to regulations for the use of park and recreation facilities, including, without limitation, Chapter 11.40 of the Municipal Code; or any of the following provisions of State law: California Penal Code Section 374.3, "Dumping", and Penal Code Section 374.4, "Littering"; California Vehicle Code, Division 11, Chapter 9, beginning at Section 22500 thereof, "Stopping, Standing and Parking", within the City parks.

10. From persons holding the positions or classifications hereinafter designated, the City Manager may authorize particular officers and employees when to

exercise arrest and citation authority pursuant to Section 1.08.050 of the Moreno Valley Municipal Code, provided that only such persons who have satisfactorily completed the prescribed enforcement training program may receive such authority, and provided further that said authority shall be automatically terminated and of no further force or effect at such time as the qualifying position or classification status of the officer or employee is terminated. The termination of arrest and citation authority for any cause does not affect the validity of proceedings duly commenced or completed prior to termination.

11. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the following classes of officers and employees of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08 of the Municipal Code:

    a. City Manager
    b. City Engineer
    c. Program Manager (Solid Waste & Recycling Program)
    d. Management Analyst and/or Assistant (Solid Waste & Recycling Program)
    e. Recycling Specialist

    Each of the above officers and employees is authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of the Municipal Code Chapter 6.02 "Refuse Collection, Transfer, and Disposal", and Chapter 8.80 "Recycling and Diversion of Construction and Demolitions Waste", or any of the following provisions of State law: Penal Code, Part 1, Title 10, beginning at Section 374.3. "Dumping"; and Section 374.4, "Littering";

12. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the following classes of officers and employees of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08 of the Municipal Code:

    a. City Manager
    b. City Engineer
    c. Engineering Division Manager (Land Development Division)
    d. Environmental Analyst

    Each of the above officers and employees is authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of the Municipal Code Chapter 8.04 "Standards and Practices", Chapter 8.10

"Stormwater/Urban Runoff Management and Discharge Controls", Chapter 8.12 "Flood Damage Prevention and Implementation of National Flood Insurance Program (NFIP)", or any of the following provisions of State law: Penal Code, National Pollutant Discharge Elimination System (NPDES) Permit and Waste Discharge Requirements for the Riverside County Flood Control & Water Conservation District, the County Of Riverside, and the Incorporated Cities of Riverside County Within the Santa Ana Region, Order No. R8-2010-0033 and NPDES No. CAS 618033 (aka "MS4 Permit");

13. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the following classes of officers and employees of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08 of the Municipal Code:

    a. City Manager
    b. City Engineer
    c. Engineering Division Manager (Land Development Division)
    d. Construction Inspector

    Each of the above officers and employees is authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of the Municipal Code Chapter 8.04 "Standards and Practices", Chapter 8.12 "Flood Damage Prevention and Implementation of National Flood Insurance Program (NFIP)", Chapter 8.14 "General", Chapter 8.21 "Grading Regulations", Chapter 9.08 "Development Standards", Chapter 9.09 "Specific Use Development Standards", or any of the following provisions of State law: Penal Code, Government Code Sections 66410 – 66499.58 (aka "Subdivision Map Act");

14. No provisions of this Resolution shall be construed to affect in any manner citation or arrest authority granted by any other provision of law.

BE IT FUTHER RESOLVED that this Resolution shall become effective immediately upon the date of its adoption.

APPROVED AND ADOPTED this 14th day of May, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA _____)

COUNTY OF RIVERSIDE _____) ss.

CITY OF MORENO VALLEY _____)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-28 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 14th day of May, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____
City Clerk

(SEAL)

ORDINANCE NO. 864

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A MUNICIPAL CODE AMENDMENT (PA11-0030)AMENDING TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE REGARDING THE CREATION OF THE MIXED USE OVERLAY DISTRICT (APPROXIMATELY 147.69 ACRES) AND AMENDING THE MUNICIPAL CODE TO INCLUDE STANDARDS RELATED TO THE MIXED USE OVERLAY DISTRICT.

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1:

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 The City of Moreno Valley Official Zoning Atlas shall be modified to reflect the Mixed Use Districts Overlay.

1.3. An environmental assessment, including an initial study, has been prepared to address the environmental impacts associated with application PA11-0030 described above and environmental determinations have been adopted pursuant to the California Environmental Quality Act (CEQA).

SECTION 2: FINDINGS:

Based on substantial evidence presented to this City Council during its public hearing on April 23, 2013, including written and oral staff reports and the record from the public hearing, this City Council hereby finds as follows:

1. Conformance with General Plan Policies –The amendment is consistent with the General Plan, and its goals, objectives, policies and programs, and with any applicable specific plan.

   FACT: All of the proposed changes are consistent with, and do not conflict with the goals, objectives, policies, and programs established within the General Plan or any specific plan. The amendment creates the Mixed-Use Overlay District to replace the current Mixed Use Zoning Districts 1 and 2 (MUD1 and MUD2). The amendment also includes development standards for the Mixed Use Overlay District.

The General Plan currently references and encourages the concept of mixed use development. At this time, only limited specific plan areas within the City (Village at Sunnymead – Specific Plan 204 and the expired Moreno Highlands – Specific Plan 208) are zoned for mixed use development. The creation of the Mixed Use Overlay District will help promote the concept of mixed use in the City of Moreno Valley.

General Plan Objective 2.4 states that the City shall "Provide commercial areas within the City that are conveniently located, efficient, attractive, and have safe and easy pedestrian and vehicular circulation in order to serve the retail and service commercial needs of Moreno Valley residents and businesses." The creation of the Mixed Use Overlay District will help meet this objective.

2. Health, Safety and Welfare –The proposed use will not be detrimental to the public health, safety or general welfare.

   FACT: The proposed changes do not have the potential of adversely affecting the public health, safety or welfare of the residents of City of Moreno Valley or surrounding jurisdictions. The amendment deals with administrative matters that would not cause a physical effect on the environment.

3. Conformance with Zoning Regulations –The proposed amendment is consistent with the purposed and intent of Title 9.

   FACT: The amendments to the Municipal Code provides for an internally consistent set of regulations that are compatible with the purpose and intent of Title 9. The proposed changes (creation of the Mixed Use Overlay District, deletion of the MUD1 & MUD2 and inclusion of the development standards for the Mixed Use Overlay District) eliminate conflicts or clarify the meaning of some sections of Title 9. As such, it furthers the specific purpose and intent of Title 9 to "implement the goals, objectives, policies and programs of the Moreno Valley General Plan and manage future growth and change in accordance with that plan."

SECTION 3: MUNICIPAL CODE AMENDED:

3.1 Removal of MUD1 & MUD2 Information from Chapter 9.07 Special Districts. Both Section 9.07.090 Mixed Use Development 1 (MUD1) and Section 9.07.100 Mixed Use Development 2 (MUD2) will be deleted from Municipal Code as followed:

3.2Chapter 9.11 - Parking, Pedestrian and Loading Requirements' Section 9.11.060 of the Off-street bicycle parking requirements will be revised by deleting the current Section shown below:

A. Type of Facilities.

1. Class 1 Facilities. Class 1 bicycle facilities required pursuant to the provisions of this chapter are intended for long-term parking, and shall be protected against theft of the entire bicycle and of its components and accessories.

2. Class 2 Facilities. Class 2 facilities are intended for short-term parking, and shall include a stationary object to which the owner or operator can lock the frame and both wheels with a user-provided lock. The facility shall be designed so as to protect the lock from physical assault.

3. Class 3 Facilities. Class 3 facilities are also intended for short-term parking, and shall include a stationary object to which the user can lock the frame and both wheels with a user-provided six-foot cable (or chain) and lock.

B. Number of Parking Spaces Required.

1. Bicycle parking spaces shall be provided in all commercial, office and industrial districts equal to five percent of the required automobile parking spaces, with a minimum of two bicycle parking stalls required for any one use.

2. Single and Multiple-family residencesare exempt from this section.

C. Class Requirements. All required bicycle parking spaces shall include a Class 2 or 3 facility, except elementary and junior high schools, which shall include an enclosed Class 1 facility.

D. General Requirements.

1. All bicycle spaces shall be located as close as possible to the entrance(s) of the use that they are intended to serve, but situated as not to obstruct primary pedestrian circulation. If this is not possible, signs should be posted to direct bicyclists to bike parking.

2. All bicycle facilities shall be located in highly visible areas to minimize theft and vandalism.

3. All bicycle parking and storage areas shall be surfaced so as to keep the area in a dust-free condition. Pervious pavement is recommended.

4. A minimum aisle width of five feet shall be provided between and adjacent to rows of bicycle spaces for access and pedestrian pathways.

5. Bicycle parking areas shall be separated from automobile parking areas by a physical barrier of sufficient identification and distance to protect parked bicycles from damage by cars.

6. Signage should be posted to direct bicyclists to the locations of bicycle racks that may not be readily apparent. Similarly, signs indicating the location of bicycle parking should be posted wherever a NO BICYCLE PARKING sign is posted.

3.3 Urban design strategies to intensify land uses along the Alessandro Boulevard Corridor have been combined into the "Mixed Use Districts Overlay". It is the intent to replace MUD1 and MUD2 with the enhanced districts of the "Mixed Use Districts Overlay". **Exhibit A** of this Ordinance includes the Chapters and Sections, complete with Figures and Tables, which will be added to Chapter 9 of the Municipal Code.

Exhibit A includes the following chapters to be added to Chapter 9 of the Municipal Code:

Chapter 9.02 – Permits and Approvals [Addition]
9.02.090 – Administrative variances.

Chapter 9.07.090 – Mixed-Use Overlay Districts [New]
9.07.091 – Purpose and Intent
9.07.092 – Applicability
9.07.093 – Purposes of Mixed-Use Overlay Districts
9.07.094 – Permitted Uses in Mixed-Use Overlay Districts
9.07.095 – Mixed-Use Overlay District Site Development Standards
9.07.096 – Building Frontage Type Standards
9.07.097 – Open Space Standards – Publicly-Accessible Open Space
9.07.098 – Open Space Standards – Private/Common Open Space
9.07.099 – Lot Area Requirements and Lot Consolidation Incentives

Chapter 9.09 – Specific Use Development Standards [New]
9.09.250 – Live-Work Development
9.09.260 – Mixed-Use Development
9.09.270 – Outdoor Dining

Chapter 9.11 – Parking, Pedestrian, and Loading Requirements [New/Revised]
9.11.030 – General Regulations
9.11.040 – Off-Street Parking Requirements
9.11.060 – Off-Street Bicycle Parking Requirements

Chapter 9.15 – Definitions [New]
9.15.030 – Defintions

3.4 The Permitted Uses Table 9.02.020-1 in Chapter 9.02.020 will be replaced with **Exhibit B**of this Ordinance.

SECTION 4: EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5: NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6: EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this14th day of May, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 864 had its first reading on April 23, 2013 and had its second reading on May 14, 2013, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 14th day of May, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

ORDINANCE NO. 865

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA11-0029 (CHANGE OF ZONE) TO CHANGE THE LAND USE DISTRICT FOR APPROXIMATELY 146.19 ACRES TO RESIDENTIAL 30 (R30) AND APPROXIMATELY 10.46 ACRES TO OPEN SPACE (OS) AND PA12-0047 (CHANGE OF ZONE) TO CHANGE THE LAND USE DISTRICT OF APPROXIMATELY 21.47 ACRES TO COMMUNITY COMMERCIAL (CC)

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1.

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 Pages 82, 99 and 140 of the City of Moreno Valley Official Zoning Atlas shall be modified to reflect the Zone Changes (PA11-0029 and PA12-0047).

1.4. An environmental assessment, including an initial study, has been prepared to address the environmental impacts associated with applications PA11-0029 and PA12-0047 described above and environmental determinations have been adopted pursuant to the California Environmental Quality Act (CEQA).

SECTION 2: FINDINGS

2.1 With respect to the proposed change to pages 82, 99 and 140 of the City of Moreno Valley Official Zoning Atlas, and based upon substantial evidence presented to the City Council during the public hearing on April 23, 2013, including written and oral staff reports, and the record from the public hearing, the City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.

FACT: The proposed Change of Zone is consistent with, and do not conflict with the goals, objectives, policies, and programs established within the General Plan or any specific plan. California State law (Government Code Section 65580-65589.8) requires that cities provide an inventory of land suitable for residential development. Section 65583.2(B)(e) requires that jurisdictions with a population greater than

100,000 must have sites allowing at least 30 unit per acre. The City of Moreno Valley's current population is approximately 193,365 thus requiring the City to provide high density housing opportunities at the 30 unit per acre. PA11-0029 (Change of Zone) will change the land use designation for the four areas totaling approximately 146.19 acres to Residential 30 (R30) and approximately 10.46 acres to Open Space (OS).

PA12-0047 (Change of Zone) will change the zoning designation of Assessor's Parcel Number (APN) 485-220-041, which is located at the southwest corner of Gentian Avenue and Perris Boulevard. The 21.47 acre parcel's land use is currently Residential 5 (R5) and the proposed change is to Community Commercial (CC).

The parcels directly to the west and southwest are part of the request for both land use and rezoning to Residential 30 (R30). The parcels directly south are currently Community Commercial and included an approved shopping center (PA06-0123), Home Depot and a Farmer Boys restaurant.

There is no development application associated with the proposed zone change. The proposed zoning would permit development of a commercial shopping center, which would support the neighboring proposed high density housing.

Changing the zoning of 21.47 acres to commercial uses along Perris Boulevard consistent the goals of the Alessandro Boulevard Corridor Plan though was not an original part of the vision plan. Perris Boulevard is a similar to Alessandro Boulevard as an important regional transportation link for Moreno Valley. Perris Boulevard is ideal to provide a mix of retail and multiple density housing opportunities to promote pedestrian-oriented development. The land use change to Commercial is also consistent with the General Plan and would not be in conflict with the goals, objectives, policies or programs of the General Plan.

2. Conformance with Specific Plan Policies – The proposed use is consistent with any applicable Specific Plan.

FACT: The project site is not within a specific plan area.

3. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

FACT: The proposed Change of Zones will not adversely affect the public health, safety or general welfare. An environmental assessment, including an initial study, has been prepared to address the environmental impacts associated with applications PA11-0029 and PA12-0047 described above

and environmental determinations have been adopted pursuant to the California Environmental Quality Act (CEQA).

4. Conformance with Title 9 – The proposed amendment to change the zoning atlas is consistent with the purposes and intent of Title 9.

FACT: The Change of Zone is compatible with the purpose and intent of Title 9. As such, it furthers the specific purpose and intent of Title 9 to "implement the goals, objectives, policies and programs of the Moreno Valley General Plan and manage future growth and change in accordance with that plan."

SECTION 3: ZONE CHANGE

3.1 Based on the findings contained in Section 2 of this Ordinance, the City Council hereby adopts the Change of Zones (PA11-0029 and PA12-0047) to change to the zoning districts listed in the tables below and subject to the revised zoning designations depicted in the attached Exhibit A and B.

PA11-0029 (Change of Zone) will change the land use designation for the four areas totaling approximately 146.19 acres to Residential 30 (R30) and approximately 10.46 acres to Open Space (OS). The Assessor's Parcel Numbers of the parcels affected by this Change of Zone are as followed:

Area #1 (Day/Alessandro) – Change of Zone		
APN	Current Zoning	Proposed Zoning
291191004	CC	R30
291191007	CC	R30
291191008	R15 & CC	R30
291191009	R15 & CC	R30
291191010	R15	R30
291191011	CC	R30
291191012	R15	R30
291191013	R15	R30
291191025	CC	R30
291191026	CC	R30
291191027	R15	R30
291191028	R15	R30
291191029	CC	R30

Area #2 (Elsworth/Alessandro) – Change of Zone		
APN	Current Zoning	Proposed Zoning
291200023	CC	R30
291200024	R15	R30

291200025	CC	R30
291200027	CC	R30
291200030	CC	R30
291200038	CC	R30
291200039	CC	R30
291200040	CC	R30
291264001	CC	R30
291264002	CC	R30
291264003	CC	R30
291264004	CC	R30
291264005	CC	R30
291264006	CC	R30
291264007	CC	R30
291264008	CC	R30
291264009	CC	R30
291264011	CC	R30
291264012	CC	R30
291273001	CC	R30
291273004	CC	R30
291273005	CC	R30
291273007	CC	R30
291273008	CC	R30

Area #3 (Morrison/Alessandro) – Change of Zone		
APN	Current Zoning	Proposed Zoning
486270001	OC	R30
486270002	OC	R30
486270003	OC	R30
486270004	OC	R30
486270008	OC	R30
486270017	OC	R30
486280043	R15	R30 (approx.17 acres)
486280043	R15	OS (approx.10.4 acres)
486280002	R15	R30
486280004	R15	R30
486280005	R15	R30
486280006	R15	R30
486280007	R15	R30
486280008	R15	R30
486280010	R15	R30
486280011	R15	R30
486280012	R15	R30
486280013	R15	R30

Area #4 (Perris/Iris) – Change of Zone		
APN	Current Zoning	Proposed Zoning
485220006	R15	R30
485220007	R15	R30
485220008	R15	R30
485220009	R15	R30
485220015	R15	R30
485220016	R15	R30
485220017	R15	R30
485220040	R5	R30

PA12-0047 (Change of Zone) will change the zoning designation of Assessor's Parcel Number (APN) 485-220-041, which is located at the southwest corner of Gentian Avenue and Perris Boulevard. The 21.47 acre parcel's land use is currently Residential 5 (R5) and the proposed change is to Community Commercial (CC).

Area #5 (Perris/Gentian) – Change of Zone		
485220041	R5	CC

SECTION 4: EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5: NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6: EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 14th day of May, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00200858

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 865 had its first reading on April 23, 2013 and had its second reading on May 14, 2013, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 14th day of May, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

AGENDA

CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

May 14, 2013

SPECIAL PRESENTATIONS – 5:30 P.M.
REGULAR MEETING – 6:00 P.M.

City Council Study Sessions
First & Third Tuesdays of each month – 6:00 p.m.
City Council Meetings
Second & Fourth Tuesdays of each month – 6:00 p.m.
City Council Closed Sessions
Immediately following Regular City Council Meetings and Study Sessions, unless no Closed Session Items are Scheduled

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3705 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Tom Owings, Mayor

Marcelo Co, Mayor Pro Tem
Jesse L. Molina, Council Member
Richard A. Stewart, Council Member
Victoria Baca, Council Member

MV00200860

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
May 14, 2013

CALL TO ORDER – 5:30 PM

SPECIAL PRESENTATIONS

1. Proclamation Recognizing National Police Week
2. Proclamation Recognizing National Public Works Week
3. Proclamation Recognizing West Cost Thunder
4. Business Spotlight
   a) Moreno Valley Ranch Golf Club
   b) Inland Empire Customs

AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
AND THE BOARD OF LIBRARY TRUSTEES

THE CITY COUNCIL RECEIVES A SEPARATE STIPEND FOR CSD MEETINGS

REGULAR MEETING - 6:00 PM
MAY 14, 2013

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION

Bishop Randy Triplett - Victory Temple of Deliverance Ministries

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority or the Board of Library Trustees requests that an item be removed for separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF APRIL 23, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

A.4 AUTHORIZE SUBMISSION OF GRANT APPLICATIONS FOR THE SB821 BICYCLE AND PEDESTRIAN FACILITIES PROGRAM
(Report of: Public Works Department)

Recommendation:
1. Authorize the submission of grant applications for the SB 821 Bicycle and Pedestrian Facilities Program as administered by the Riverside County Transportation Commission (RCTC).

A.5 ACCEPTANCE OF THE CDPH PEDESTRIAN SAFETY GRANT AND FUNDING APPROPRIATION FOR THE "IT'S UP TO ALL OF US" PEDESTRIAN SAFETY PUBLIC EDUCATION CAMPAIGN
(Report of: Public Works Department)

Recommendations
1. Accept the grant award in state funds of $8,500 for the "It's Up to All of Us" pedestrian safety public education campaign, under the California Department of Public Health Pedestrian Safety Program.

2. Authorize the appropriation of $8,500 from the unencumbered Measure "A" (Fund 2001) fund balance for the public outreach/safety education costs of the "It's Up to All of Us" pedestrian safety public education campaign.

A.6 PA06-0021, PM 34577 – REQUEST TO CONDUCT A FULL ROAD CLOSURE OF HEACOCK STREET FROM SAN MICHELE ROAD TO NANDINA AVENUE AND SAN MICHELE ROAD BETWEEN HEACOCK STREET AND INDIAN AVENUE FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM MAY 15, 2013 – JULY 31, 2013
(Report of: Community & Economic Development Department)

Recommendation:

1. Authorize a full road closure of Heacock Street from San Michele Road to Nandina Avenue, and San Michele Road between Heacock Street and Indian Avenue for the construction of street improvements from May 15, 2013 – July 31, 2013.

2. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

A.7 APPROVE THE AMENDMENT TO THE AGREEMENTS FOR PROFESSIONAL CONSULTANT SERVICES FOR CONSTRUCTION MATERIAL TESTING AND GEOTECHNICAL SERVICES WITH LEIGHTON CONSULTING, INC. AND CONSTRUCTION SURVEY SERVICES WITH RICK ENGINEERING COMPANY FOR THE MORENO MASTER DRAINAGE PLAN LINE "F", STAGE 2 CHANNEL IMPROVEMENTS -- PROJECT NO. 804 0005 70 77
(Report of: Public Works Department)

Recommendations

1. Approve the Amendments to the Agreements for Professional Consultant Services for Construction Material Testing and Geotechnical Services with Leighton Consulting Inc., and Construction Survey Services with Rick Engineering Company, for the Moreno Master Drainage Plan Line "F", Stage 2 Channel Improvements.

2. Authorize the City Manager to execute an amendment to the Agreement with Leighton Consulting Inc. and an amendment to the Agreement with Rick Engineering Company.

3. Authorize the issuance of a Purchase Order to Leighton Consulting Inc. for the amount of $62,344 and Rick Engineering Company for the

amount of $62,810 when the contracts have been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreements with Leighton Consulting Inc. and Rick Engineering Company within the purchase order amounts, subject to the approval of the City Attorney.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF APRIL 23, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

B.3 THIRD AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR BACKFLOW – TESTING, REPAIR AND REPLACEMENT SERVICES
(Report of: Financial & Management Services Department)

Recommendations
1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD Board): Approve the Third Amendment to the Independent Contractor Agreement ("Agreement") for Backflow Testing Services Project No. BDEMS/10, ("Third Amendment to Agreement for BDEMS/10") with E. R. Block Plumbing, Inc. (10910 Hole Avenue, Riverside, CA 92505) for replacement, repair and testing of backflow devices throughout each of the CSD maintained landscaped areas and Water Quality Basins.

2. Authorize the City Manager to execute the Third Amendment to the Agreement for BDEMS/10 with E. R. Block Plumbing, Inc.

3. Authorize an adjustment in the purchase order (PO) to E. R. Block Plumbing, Inc., for an increase of $15,752.88 when the Third Amendment to the Agreement for BDEMS/10 has been signed by all parties.

4. Authorize the City Manager to approve budget adjustments for CSD Zones D & E for backflow testing, repair and replacement services in the following amounts: a. Zone D in the amount of $25,571.02. b.

Zone E in the amount of $12,292.40.

5. Authorize the City Manager to have authority to approve subsequent Amendments to the Agreement for BDEMS/10 for backflow testing, repair and replacement services; authority to approve increases to the purchase order for any Amendment to the Agreement for BDEMS/10 for a sum of up to a not-to-exceed (NTE) amount of $50,000.00; and authority to approve related budget adjustments for additional backflow replacements, testing and repairs, that may be necessary through the remainder of the 2012/13 fiscal year.

B.4 FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION PROJECT NO. DSG-1/10
(Report of: Financial & Management Services Department)

Recommendations

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD Board): Approve the First Amendment to the Independent Contractor Agreement ("Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. DSG-1/10, ("First Amendment to Agreement for DSG-1/10") with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for Zone D-1 (DSG-1 full service level) tracts.

2. Authorize the City Manager to execute the First Amendment to the Agreement for DSG-1/10 with TruGreen Landcare.

3. Authorize an adjustment in the purchase order (PO) to TruGreen Landcare for an increase of $7,757.83 when the First Amendment to the Agreement for DSG-1/10 has been signed by all parties.

B.5 FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION PROJECT NO. DSG-2/12-13
(Report of: Financial & Management Services Department)

Recommendations

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD Board): Approve the First Amendment to the Independent Contractor Agreement ("Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. DSG-2/12-13, ("First Amendment to the Agreement for DSG-2/12-13") with Mariposa Landscapes, Inc., 15529 Arrow Highway, Irwindale, CA 91706 for Zone D-2 (DSG-2 reduced

service level) tracts.

2. Authorize the City Manager to execute the First Amendment to the Agreement for DSG-2/12-13 with Mariposa Landscapes, Inc.

3. Authorize adjustments in the purchase orders (POs) to Mariposa Landscapes, Inc. for a decrease in the PO for base maintenance services of $1,498.44 and an increase of $7,100.00 for additional work, for a net change to the Agreement of $5,601.56, when the First Amendment to the Agreement for DSG-2/12-13 has been signed by all parties.

B.6 FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION IN PROJECT NO. E-2/09
(Report of: Financial & Management Services Department)

Recommendations

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD Board: Approve the First Amendment to the Independent Contractor Agreement ("Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-2/09, ("First Amendment to the Agreement for E-2/09") with Tropical Plaza Nursery, Inc., 9642 Santiago Boulevard, Villa Park, CA 92861 for the E-2 (Hidden Springs) area.

2. Authorize the City Manager to execute the First Amendment to the Agreement for E-2/09 with Tropical Plaza Nursery, Inc.

3. Authorize an adjustment in the purchase order (PO) to Tropical Plaza Nursery, Inc., for an increase of $18,000.00 when the First Amendment to the Agreement for E-2/09 has been signed by all parties.

B.7 FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION IN PROJECT NO. E-3/11-12
(Report of: Financial & Management Services Department)

Recommendations

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD Board): Approve the First Amendment to the Independent Contractor Agreement ("Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-3/11-12, ("First Amendment to Agreement

for E-3/11-12") with Merchants Landscape Services, Inc., 8847 W. 9th Street, Rancho Cucamonga, CA 91730 for E-3 (Moreno Valley Ranch-West) and E-3A (Lasselle Powerline Parkway) areas.

2. Authorize the City Manager to execute the First Amendment to the Agreement for E-3/11-12 with Merchants Landscape Services, Inc.

3. Authorize adjustments in the purchase orders (POs) to Merchants Landscape Services, Inc., for a decrease in the PO for base maintenance services of $2,799.72 and an increase of $8,650.00 for additional work, for a net change to the Agreement of $5,850.28 when the First Amendment to the Agreement for E-3/11-12 has been signed by all parties.

B.8 FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION IN PROJECT NO. E-4/11
(Report of: Financial & Management Services Department)

Recommendations

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD Board): Approve the First Amendment to the Independent Contractor Agreement ("Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-4/11, ("First Amendment to Agreement for E-4/11") with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for E-4 (Moreno Valley Ranch-East) and E-4A (Daybreak) areas.

2. Authorize the City Manager to execute the First Amendment to the Agreement for E-4/11 with TruGreen Landcare.

3. Authorize an adjustment in the purchase order (PO) to TruGreen Landcare, for an increase of $10,100.00 when the First Amendment to the Agreement for E-4/11 has been signed by all parties.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF APRIL 23, 2013 (Report of: City Clerk's Department)

Recommendation:

1. Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF APRIL 23, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

E. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

E.1 A PUBLIC HEARING FOR A GENERAL PLAN AMENDMENT (PA12-0030) FROM RESIDENTIAL 10 (R10), RESIDENTIAL SINGLE FAMILY 10 (RS10) AND RESIDENTIAL 15 (R15) TO RESIDENTIAL 5 (R5), AND TO MODIFY THE CIRCULATION ELEMENT; A CHANGE OF ZONE (PA12-0029) FROM R10, RS10 AND R15 TO R5; A TENTATIVE TRACT MAP 36436 (PA12-0005) TO SUBDIVIDE 43.52 ACRES INTO 159 SINGLE FAMILY RESIDENTIAL LOTS; A CONDITIONAL USE PERMIT (PA12-0004) FOR A PLANNED UNIT DEVELOPMENT; AND A VARIANCE (P12-129) FOR AN INCREASE IN RETAINING WALL HEIGHT ON THE PROPERTY LINES. THE APPLICANT IS CV –COMMUNITIES
(Report of: Community & Economic Development Department)

Recommendations That the City Council:
1. ADOPT a Mitigated Negative Declaration for application PA12-0030 (General Plan Amendment), PA12-0029 Change of Zone, PA12-0005 Tentative Tract Map and PA12-0004 Conditional Use Permit.

2. INTRODUCE Ordinance No. 2013-867 approving PA12-0029 Change of Zone from Residential 10 (R10), Residential Single Family 10 (RS10), Residential 15 (R15) to Residential 5 (R5).

   Ordinance No. 867

   An Ordinance of the City Council of the City of Moreno Valley, California, Approving PA12-0029 (Zone Change) to Change the Land Use District for Approximately 43.52 Acres from Residential 10 (R10), Residential Single Family(RS10), And Residential 15 (R15) to

Residential 5 (R5) for Assessors Parcel Numbers 478-100-034, 478-090-007, 478-090-036, 478-100-010, 478-100-009

3. ADOPT Resolution No. 2013-29 approving General Plan Amendment PA12-0030 from Residential 10 (R10), Residential Single Family 10 (RS10), Residential 15 (R15) to Residential 5 (R5) and modifying the circulation element thereby establishing General Plan Land Use Map designations for the properties as described in the Resolution, and the revised General Plan Map.

   Resolution No. 2013-29

   A Resolution of the City Council of the City of Moreno Valley, California, Approving PA12-0030, A General Plan Amendment to Change the Land Use of 43.52 Acres from Residential 10 (R10), Residential Single Family 10 (RS10) and Residential 15 (R15) to Residential 5 (R5) and Modify the Circulation Element to Eliminate the Connection of Quincy Street from Brodiaea Avenue to Cactus Avenue Located South of Brodiaea to Cactus & East and West of the Quincy Channel Assessor Parcel Numbers 478-100-034, 478-090-007, 478-090-036, 478-100-010, 478-100-009

4. ADOPT Resolution No. 2013-30 approving PA12-0005 Tentative Tract Map 36436 to subdivide 43.52 acres into 159 single family residential lots, PA12-0004 a Conditional Use Permit for the Planned Unit Development and P12-129 a Variance subject to the attached Conditions of Approval.

   Resolution No. 2013-30

   A Resolution of the City Council of the City of Moreno Valley, California, Approving PA12-0005 Tentative Tract Map 36436, PA12-0004 A Conditional Use Permit and P12-129 A Variance Located South Of Brodiaea to Cactus & East and West of the Quincy Channel Assessor Parcel Numbers 478-100-034, 478-090-007, 478-090-036, 478-100-010, 478-100-009

E.2 A JOINT PUBLIC HEARING TO APPROVE AN AFFORDABLE HOUSING AGREEMENT WITH HABITAT FOR HUMANITY
(Report of: Community & Economic Development Department)

Recommendations That the City Council and Housing Authority

1. Conduct a Joint Public Hearing pursuant to the California Community Redevelopment Law (California Health and Safety Code, Section 33000 et seq.) at which it will hear and consider information concerning the transfer of title of Assessor's Parcels 481-250-002 and

481-250-003 and the Affordable Housing Agreement by and between the City of Moreno Valley, the Moreno Valley Housing Authority, and Habitat for Humanity Riverside.

2. Adopt Resolution 2013-31, and Resolution HA 2013-02 approving an Affordable Housing Agreement between the City of Moreno Valley, the Moreno Valley Housing Authority, and Habitat for Humanity Riverside, Inc. for the conveyance and development of land, making certain findings, and approving the use of funds.

   Resolution No. 2013-31

   A Resolution of the City Council of the City of Moreno Valley Approving an Affordable Housing Agreement by and Among the Housing Authority of the City of Moreno Valley, the City of Moreno Valley and Habitat for Humanity, Riverside, Inc.

   Resolution No. HA 2013-02

   A Resolution of the Moreno Valley Housing Authority of the City of Moreno Valley, California Approving an Affordable Housing Agreement by and Among the Housing Authority of the City of Moreno Valley, the City of Moreno Valley and Habitat for Humanity, Riverside, Inc.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

G. REPORTS

G.1 APPOINTMENT TO THE LIBRARY COMMISSION
(Report of: City Clerk Department)

Recommendations That the City Council:

1. Appoint Laura D'Arciprete to the Library Commission with a term expiring June 30, 2015; or

2. If an appointment is not made, declare the position vacant and authorize the City Clerk to re-notice the position as vacant.

G.2 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

G.3 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION

H.1.1 AMENDMENT TO CHAPTER 6.02 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE AND ADOPTION OF THE PROPOSED ORDINANCE RELATED TO ILLEGAL HAULING AND COMMERCIAL RECYCLING BIN SCREENING, AND ADOPTION OF A RESOLUTION RELATING TO CITATION AUTHORIZATION (Report of: Public Works Department)

Recommendations That the City Council:

1. Introduce the proposed Ordinance No. 866 amending Municipal Code Section 6.02.

   Ordinance No. 866

   An Ordinance of the City Council of the City of Moreno Valley, California, Amending Section 6.02 of Chapter 6 of the City of Moreno Valley Municipal Code Relating to Refuse Collection, Transfer and Disposal

2. Adopt proposed Resolution No. 2013-28 repealing Resolution No. 93-79 to include additional classifications with citation authorization.

   Resolution No. 2013-28

   A Resolution of the City Council of the City of Moreno Valley, California, Repealing, Revising and Reenacting the Provisions of Resolution 93-79, Authorizing Specified Classes of Officers and Employees of the City to Make Arrests Without Warrants and to Exercise Citation Authority

H.2 ORDINANCES - 2ND READING AND ADOPTION

H.2.1 ORDINANCE 864 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A MUNICIPAL CODE AMENDMENT (PA11-0030) AMENDING TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE REGARDING THE CREATION OF THE MIXED USE OVERLAY DISTRICT (APPROXIMATELY 147.69 ACRES) AND AMENDING THE MUNICIPAL CODE TO INCLUDE STANDARDS RELATED TO THE MIXED USE OVERLAY DISTRICT (RECEIVED FIRST READING AND INTRODUCTION ON APRIL 23, 2013, BY A 5-0 VOTE) (Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Adopt Ordinance No. 864.

   An Ordinance of the City Council of the City of Moreno Valley, California, Approving a Municipal Code Amendment (PA11-0030) Amending Title 9 of the City of Moreno Valley Municipal Code Regarding the Creation of the Mixed Use Overlay District (Approximately 147.69 Acres) and Amending the Municipal Code to Include Standards Related to the Mixed Use Overlay District

H.2.2 ORDINANCE 865 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA11-0029 (CHANGE OF ZONE) TO CHANGE THE LAND USE DISTRICT FOR APPROXIMATELY 146.19 ACRES TO RESIDENTIAL 30 (R30) AND APPROXIMATELY 10.46 ACRES TO OPEN SPACE (OS) AND PA12-0047 (CHANGE OF ZONE) TO CHANGE THE LAND USE DISTRICT OF APPROXIMATELY 21.47 ACRES TO COMMUNITY COMMERCIAL (CC) (RECEIVED FIRST READING AND INTRODUCTION ON APRIL 23, 2013, BY A 5-0 VOTE) (Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Adopt Ordinance No. 865.

   An Ordinance of the City Council of the City of Moreno Valley, California, Approving PA11-0029 (Change Of Zone) to Change the Land Use District for Approximately 146.19 Acres to Residential 30 (R30) and Approximately 10.46 Acres to Open Space (OS) and PA12-0047 (Change Of Zone) to Change the Land Use District of Approximately 21.47 Acres to Community Commercial (CC)

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/City as Successor Agency for the Community Redevelopment Agency/Housing Authority or Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority will be held in Conference Room C, First Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

a) Case: *City of Moreno Valley v. Chen*
Court: Riverside Superior Court
Case No: RIC 1213875

b) Case: *City of Moreno Valley V. Chado & Chado*
Court: Riverside Superior Court
Case No: RIC 1213878

c) Case: *City of Moreno Valley v. Equitable Properties*
Court: Riverside Superior Court
Case No: RIC 1213880

d) Case: *City of Moreno Valley V. McGinness*
Court: Riverside Superior Court
Case No: RIC 1213882

2 SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF SECTION 54956.9

Number of Cases: 5

3 SECTION 54956.9(d)(4) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

4 SECTION 54957 - PERSONNEL MATTERS
   a) Public Employee Performance Evaluation: City Manager

5 SECTION 54957 - PERSONNEL MATTER - PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
   a) City Manager

6 SECTION 54957 - PUBLIC EMPLOYMENT APPOINTMENT
   a) City Manager

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

ADJOURNMENT

CERTIFICATION

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, certify that the City Council Agenda was posted in the following places pursuant to City of Moreno Valley Resolution No. 2007-40:

City Hall, City of Moreno Valley
14177 Frederick Street

Moreno Valley Library
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center
25075 Fir Avenue

Jane Halstead, CMC,
City Clerk

Date Posted: May 8, 2013

MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
April 23, 2013

CALL TO ORDER

SPECIAL PRESENTATIONS

1. 2012 Volunteer of the Year - Shor Denny, Safe Routes to School Program Coordinator

2. Proclamation Recognizing May as Mental Health Month

3. Proclamation Recognizing Miguel "Mikey" Garcia World Boxing Organization Featherweight Champion

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:00 PM
April 23, 2013

CALL TO ORDER

The Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority and the Board of Library Trustees was called to order at 6:12 p.m. by Mayor Tom Owings in the Council Chamber located at 14177 Frederick Street

Mayor Tom Owings announced that the City Council receives a separate stipend for CSD meetings.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Frank Wright

INVOCATION - Pastor Paul Cunningham - Renewal Christian Fellowship

ROLL CALL

Council:

Tom Owings	Mayor
Marcelo Co	Mayor Pro Tem
Victoria Baca	Council Member
Jesse L. Molina	Council Member
Richard A. Stewart	Council Member

Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
Henry T. Garcia	City Manager
Richard Teichert	Financial and Management Services Director
Suzanne Bryant	Acting City Attorney
Michelle Dawson	Assistant City Manager

Joel Ontiveros	Police Chief
Abdul Ahmad	Fire Chief
Ahmad Ansari	Public Works Director
Barry Foster	Community and Economic Development Director
Tom DeSantis	Administrative Services Director
Mike McCarty	Parks & Community Services Director
Michele Patterson	Assistant to the City Manager

PUBLIC COMMENTS **ON ANY SUBJECT NOT ON THE AGENDA** UNDER THE JURISDICTION OF THE CITY COUNCIL

Dawn Newkirk

1. Area affected by World Logistics Center

Betty Masters

1. Impacts of World Logistics Center

Carissa Marin, representing Save Moreno Valley

1. World Logistics Center

LaShé Rodriguez, representing Assembly Member Jose Medina

1. Legislative update

2. Town Hall meeting at the UCR Extension Center on April 25, 4-6 p.m.

3. On Saturday, April 27, 9:30 - 4:00 p.m. at Landis Auditorium, RCC, a conference in Spanish will be held (Tecnificate)

Marcia Amino

1. Public Safety tax

2. Utility tax/City's expenditures

Daryl Terrell

1. Road to Moreno Valley's long term fiscal solvency plan

Enrique Marin

1. World Logistics Center

Deanna Reeder

1. Public safety tax

2. Budget

3. Controversial items listed on Consent Calendar

Tom Thornsley

1. World Logistics Center/involving community

Pete Bleckert

1. City buying properties

Public comments will be continued at the end of the meeting.

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Acting City Attorney Acting City Attorney Suzanne Bryant announced that she has a conflict of interest with Item A.18.

Mayor Tom Owings opened the agenda items for the Consent Calendars for public comments, which were received by Marcia Amino (Items A.14 and A.16), Deanna Reeder (Items A.13 and A.16), and Tom Thornsley (Items A.17, A.16, and A.18).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF APRIL 9, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

A.4 APPROVAL OF PAYMENT REGISTER FOR FEBRUARY, 2013
(Report of: Financial & Management Services Department)

Recommendation:
Adopt Resolution No. 2013-21, approving the Payment Register for the month of February, 2013 in the amount of $17,449,090.98.

Resolution No. 2013-21

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Payment Register for the Month of February, 2013

A.5 AUTHORIZE SUBMISSION OF GRANT APPLICATIONS FOR THE CALIFORNIA FEDERAL LANDS ACCESS PROGRAM
(Report of: Public Works Department)

Recommendation:
Authorize the submission of two grant applications for the California Federal Lands Access Program to the Office of Federal Lands Highway, Federal Highway Administration (FHWA).

A.6 APPROVE THE COOPERATIVE AGREEMENT WITH THE RIVERSIDE COUNTY FIRE DEPARTMENT FOR FIRE PROTECTION, FIRE PREVENTION, RESCUE, AND MEDICAL EMERGENCY SERVICES
(Report of: Fire Department)

Recommendations

1. Approve the Cooperative Agreement with the Riverside County Fire Department for Fire Protection, Fire Prevention, Rescue and Medical Emergency Services.

2. Authorize the Mayor to execute the Cooperative Agreement.

A.7 APPROVE AND ADOPT RESOLUTION 2013-22 IMPLEMENTING PERMIT PARKING ON MEDITERRANEAN DRIVE
(Report of: Public Works Department)

Recommendation:
Approve and Adopt Resolution No. 2013-22 implementing permit parking on Mediterranean Drive located just west of Perris Boulevard and Suburban Lane.

Resolution No. 2013-22

A Resolution of the City Council of the City of Moreno Valley, California, Approving and Authorizing Installation of Permit Parking on Mediterranean Drive.

A.8 AUTHORIZE THE AWARD OF THE CONSTRUCTION CONTRACT TO BEDON CONSTRUCTION, INC. FOR THE MORENO MASTER DRAINAGE PLAN LINE "F", STAGE 2 CHANNEL IMPROVEMENTS -- PROJECT NO. 804 0005 70 77
(Report of: Public Works Department)

Recommendations

1. Waive any and all minor irregularities and award the contract to Bedon Construction, Inc., P.O. Box 1235, Temecula, CA 92593, the lowest responsible bidder, for the Moreno Master Drainage Plan Line "F", Stage 2 Channel Improvements.

2. Authorize the City Manager to execute a contract with Bedon Construction, Inc.

3. Authorize the issuance of a Purchase Order to Bedon Construction, Inc. for the amount of $3,601,458.03 ($3,274,052.75 bid plus 10% contingency) when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Bedon Construction, Inc. up to, but not exceeding, the contingency amount of $327,405.28, subject to the approval of the City Attorney.

5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained system until Riverside County Flood Control and Water Conservation District accepts the ownership and maintenance responsibilities for the improvements, and release the retention to Bedon Construction, Inc., if no claims are filed against the project.

A.9 AUTHORIZE THE SUBMISSION OF A GRANT APPLICATION FOR THE BRIDGE FUNDING UNDER SURFACE TRANSPORTATION PROGRAM (STP) AND ADOPT RESOLUTION NO. 2013-23 COMMITTING TO

PROVIDE LOCAL MATCHING FUNDS AT A MINIMUM OF 11.47% OF THE TOTAL PROJECT COST
(Report of: Public Works Department)

Recommendations

1. Authorize the Public Works Director/City Engineer to submit the grant application for Bridge Funding to Caltrans under the Surface Transportation Program (STP).

2. Adopt Resolution No. 2013-23 committing to provide local matching funds at a minimum of 11.47% of the total project cost.

   Resolution No. 2013-23

   A Resolution of the City Council of the City of Moreno Valley, California, Adopting Certification of Available Matching Funds for the Surface Transportation Program

A.10 PA06-0021, PM 34577 – ACCEPT DEVELOPMENT IMPACT FEE (DIF) IMPROVEMENT CREDIT AGREEMENT #D12-001 FOR INDIAN STREET AND SAN MICHELE ROAD IMPROVEMENTS ASSOCIATED WITH THE I-215 LOGISTICS PROJECT
(Report of: Community & Economic Development Department)

Recommendations

1. Accept the Development Impact Fee Improvement Credit Agreement #D12-001 (DIF Agreement) for PA06-0021, PM 34577 improvements.

2. Authorize the Mayor to execute the DIF Agreement.

A.11 PA06-0021, PM 34577 – ACCEPT TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) PROGRAM IMPROVEMENT AND CREDIT/REIMBURSEMENT AGREEMENT #T13-001 FOR HEACOCK AVENUE IMPROVEMENTS ASSOCIATED WITH THE I-215 LOGISTICS PROJECT
(Report of: Community & Economic Development Department)

Recommendations

1. Accept the Transportation Uniform Mitigation Fee Improvement Credit/Reimbursement Agreement #T13-001 (TUMF Agreement) for PA06-0021, PM 34577 improvements.

2. Authorize the Mayor to execute the TUMF Agreement.

3. Direct the City Clerk to forward the signed Agreement to the County

Recorder's Office for recordation.

A.12 APPROVE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF RIVERSIDE OFFICE OF EMERGENCY MANAGEMENT REGARDING URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDING FOR FEDERAL FISCAL YEAR 2010
(Report of: Fire Department)

Recommendations

1. Adopt Resolution No. 2013-24 of the City of Moreno Valley, California, approving the Memorandum of Understanding with the City of Riverside Office of Emergency Management regarding the Urban Area Security Initiative (UASI) grant funding for Federal Fiscal Year 2010.

   Resolution No. 2013-24

   A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the City to Enter into a Memorandum of Understanding With the City of Riverside Office of Emergency Management Regarding Urban Area Security Initiative (UASI) Grant Funding for Federal Fiscal Year 2010

2. Authorize the allocation of $5,000 for expenditures related to the Fiscal Year 10 UASI grant not to exceed the amount of grant award.

3. Authorize the City Manager or his designee to execute the Certificate of Non-Supplanting.

4. Authorize the City Manager or his designee to execute the Riverside Urban Area Security Initiative Certification Regarding Debarment, Suspension, and other Responsibility Matters.

5. Authorize the City Manager or his designee to execute the California Emergency Management Agency FY2010 Grant Assurances.

6. Accept the grant award from the City of Riverside Office of Emergency Management regarding the Urban Area Security Initiative (UASI) grant funding for Federal Fiscal Year 2010.

A.13 APPROVE THE CITY OF MORENO VALLEY'S FIVE-YEAR MEASURE A LOCAL STREETS AND ROADS CAPITAL IMPROVEMENT PLAN (CIP) AND MAINTENANCE OF EFFORT (MOE) CERTIFICATION STATEMENT FOR THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC) MEASURE A LOCAL FUNDS PROGRAM, FISCAL YEAR (FY)

2014-2018
(Report of: Public Works Department)

Recommendations

1. Approve the City of Moreno Valley's Five-Year Measure A Local Streets and Roads CIP and MOE for the RCTC Measure A Local Funds Program, FY 2014-2018.

2. Authorize submittal of the RCTC Measure A Local Streets and Roads CIP and MOE for the RCTC Measure A Local Funds Program, FY 2014-2018.

3. Authorize staff to submit an amended five-year plan to RCTC if changes are made by City Council to the listed Measure A projects as part of the upcoming FY 2013-2014 budget approval process

A.14 APPROVE AND EXECUTE AGREEMENT FOR CONVEYANCE OF PROPERTY FOR PARTIAL ACQUISITION OF APN'S 488-080-003 AND 488-080-012 FOR THE SR-60/MORENO BEACH INTERCHANGE IMPROVEMENTS PROJECT – PROJECT NO. 801 0038 70 77
(Report of: Public Works Department)

Recommendations

1. Approve the Agreement for Conveyance of Real Property with LCTH Investment, LP, for partial acquisition of APN's 488-080-003 and 488-080-012 for the SR-60/Moreno Beach Interchange Improvements project.

2. Authorize the City Manager to execute the Agreement for Conveyance of Real Property and authorize the Public Works Director/City Engineer to approve any changes subject to the approval of the City Attorney.

3. Authorize the issuance of a Purchase Order for $222,317 ($212,317 for the acquisition purchase price plus $10,000 for escrow closing fees) when the Agreement has been signed by all parties.

A.15 RATIFICATION OF GRANT PROPOSAL SUBMITTAL FOR THE SURFACE TRANSPORTATION PROGRAM (STP)
(Report of: Public Works Department)

Recommendations

Ratify the submittal of a grant proposal to the Riverside County Transportation Commission (RCTC) for the Surface Transportation Program (STP).

A.16 3-YEAR ECONOMIC DEVELOPMENT ACTION PLAN
(Report of: Community & Economic Development Department)

Recommendation:
Approve the 3-Year Economic Development Action Plan.

A.17 BUDGET APPROPRIATION FOR THE SR-60/THEODORE INTERCHANGE IMPROVEMENTS AS A NEW CAPITAL IMPROVEMENT PLAN PROJECT
PROJECT NO. 801 0052 70 77
(Report of: Public Works Department)

Recommendations

1. Authorize the following budget appropriation from unencumbered funds in the Development Impact Fee (DIF) Interchange Improvements Revenue Fund Balance to create a new Capital Improvement Project Expenditure Account titled the SR-60/Theodore Interchange Improvement Project:$138,000 – from (2911-99-95-92911) to (3311-99-99-93311)

2. Amend the Fiscal Year 12/13 Adopted Capital Improvement Plan (CIP) to include the SR-60/Theodore Interchange Improvement Project as a funded Street Improvement, Project Number 801 0052 70 77 and General Ledger Number 3311-70-77-80001.

A.18 APPROVAL OF EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND SUZANNE M. BRYANT FOR THE POSITION OF CITY ATTORNEY
(Report of: Administrative Services Department)

Recommendation:
Approve the Employment Agreement between the City of Moreno Valley and Suzanne M. Bryant for the position of City Attorney.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF APRIL 9, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF APRIL 9, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF APRIL 9, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 by m/Council Member Victoria Baca, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

E. PUBLIC HEARINGS

E.1 PUBLIC HEARING TO CONSIDER FEE SCHEDULE FOR FISCAL YEAR 2013-14
(Report of: Financial & Management Services Department)

Recommendations That the City Council:

1. Conduct a Public Hearing to receive public input on the proposed Fee Schedule for Fiscal Year 2013-14.

2. Adopt Resolution No. 2013-25, approving the Fee Schedule for Fiscal Year 2013-14.

   Resolution No. 2013-25

   A Resolution of the City Council of the City of Moreno Valley, California, Establishing Specified Fees for Various Services for Fiscal Year 2013-14 and Repealing Prior Resolutions that May Be in Conflict

Motion to Continue the item to May 14, 2013 Regular Council Meeting by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

E.2 ALESSANDRO BOULEVARD CORRIDOR IMPLEMENTATION PROJECT, WHICH INCLUDES TWO GENERAL PLAN AMENDMENTS (PA11-0028 & PA12-0046), TWO CHANGES OF ZONES (PA11-0029 & PA12-0047), AND MUNICIPAL CODE AMENDMENT (PA11-0030). THE PROJECT INCLUDES REZONING AREAS ALONG ALESSANDRO BOULEVARD AND NEAR PERRIS BOULEVARD AND IRIS AVENUE TO R30 (RESIDENTIAL UP TO 30 UNITS PER ACRE), 10.46 ACRES TO OPEN SPACE, COMMERCIAL REZONING OF A PARCEL AT THE SOUTHWEST CORNER OF PERRIS BOULEVARD AND GENTIAN AVENUE, AND THE CREATION OF A MIXED USE DISTRICT OVERLAY. THE R30 REZONING WILL PROVIDE CONSISTENCY WITH THE CITY'S CERTIFIED HOUSING ELEMENT
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. ADOPT a Mitigated Negative Declaration for PA11-0028 (General Plan Amendment), PA11-0029 (Change of Zone), PA11-0030 (Municipal Code Amendment), PA12-0046 (General Plan Amendment) and PA12-0047 (Change of Zone) pursuant to the California Environmental Quality Act (CEQA) Guidelines.

2. APPROVE Resolution No. 2013-26 approving PA11-0028 and PA12-0046 (General Plan Amendments), thereby establishing General Plan Land Use Map designations for certain properties as described in the Resolution, and the revised General Plan Maps.

3. INTRODUCE Ordinance No. 864 approving a Municipal Code Amendment (PA11-0030) creating the Mixed Use District Overlay and amending various sections of Title 9 of the City of Moreno Valley Municipal Code based on the findings in the Ordinance.

4. INTRODUCE Ordinance No. 865 approving Zone Change (PA11-0029) from Community Commercial (CC), Office Commercial (OC), Residential 15 (R15 and Residential 5 (R5) to Residential 30 (R30), and Zone Change (PA12-0047) from Residential 5 (R5) to Community Commercial (CC), based on the findings in the Ordinance, and the revised zoning pages.

Mayor Tom Owings opened the public testimony portion of the public hearing. Public testimony was received from Deanna Reeder (also talked on behalf of Carol Keegan who owns property behind Home Depot on Iris).

Motion to Approve Recommendation No. 1 by m/Council Member Jesse L. Molina, s/Council Member Richard A. Stewart

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 2 by m/Council Member Jesse L. Molina, s/Council Member Richard A. Stewart

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 3 by m/Council Member Jesse L. Molina, s/Council Member Richard A. Stewart

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 4 by m/Council Member Jesse L. Molina, s/Mayor Pro Tem Marcelo Co

Approved by a vote of 5-0.

E.3 PUBLIC HEARING FOR DELINQUENT NUISANCE ABATEMENT ACCOUNTS
(Report of: Fire Department)

Recommendations That the City Council:

1. Conduct a public hearing and accept public testimony on delinquent nuisance abatement accounts.

2. Adopt Resolution No. 2013-27 of the City of Moreno Valley, California, confirming assessments on certain real properties as outlined in the Property Assessment List for the abatement of nuisances.

Resolution No. 2013-27

A Resolution of the City Council of the City of Moreno Valley, California, Confirming Statements of Costs Against Real Property Located in the City of Moreno Valley, for Abatements of Public Nuisances and Direction that Said Statement of Costs Constitute a Lien Upon Said Properties

3. Approve placing the submitted Property Assessment List of delinquent nuisance abatement accounts on the Fiscal Year (FY) 2013/2014 Riverside County property tax roll for collection.

4. Direct the City Clerk to file with the Riverside County Assessor's office a certified copy of Resolution No. 2013-27 and the Property Assessment List as required by Section 6.04.120 of the City of Moreno Valley Municipal Code.

Mayor Tom Owings opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Motion to Approve Recommendation No. 2 by m/Council Member Richard A. Stewart, s/Council Member Victoria Baca

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 3 by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 4 by m/Council Member Richard A. Stewart, s/Council Member Victoria Baca

Approved by a vote of 5-0.

E.4 PUBLIC HEARING FOR THE CDBG AND HOME PROGRAMS TO ADOPT THE CONSOLIDATED PLAN FOR FISCAL YEARS 2013-2018. THE ANNUAL ACTION PLAN FOR FISCAL YEAR 2013-2014 AND THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE AND FAIR HOUSING ACTION PLAN
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Conduct a Public Hearing for the Community Development Block Grant (CDBG) and HOME programs to allow the public an opportunity to comment on, 1) the proposed FY 2013-2018 Consolidated Plan, 2) the FY 2013-2014 Annual Action Plan, and 3) the Analysis of Impediments to Fair Housing Choice and Fair Housing Action Plan.

2. Adopt, 1) the FY 2013-2018 Consolidated Plan, 2) the FY 2013-2014 Annual Action Plan, and 3) the Analysis of Impediments to Fair Housing Choice and Fair Housing Action Plan.

Mayor Tom Owings opened the public testimony portion of the public hearing. Public testimony was received from Deanna Reeder.

Motion to Approve Recommendation No. 2 by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 5-0.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

a) Report by Council Member Council Member Jesse L. Molina on Riverside Transit Agency (RTA)

Council Member Jesse L. Molina stated that he attended the RTA T-NOW meeting that was held in Perris; meetings are being alternated between Perris and Moreno Valley. The purpose of RTA T-NOW is to bring people together and find out what their transportation needs are and to serve people in the regional area; invited everyone to RTA meeting this Thursday, where travel training (using public transportation system) will be discussed; encouraged everyone to try the public transportation; we will have a Metrolink in the future; like to see a trolley system

Also, attended a Riverside Conservation Authority workshop, where was able to see endangered species animals, including falcons and snakes; visited office of Assemblyman Medina and attended Mark Takano's town hall meeting to build bridges with our local representatives; toured some of the areas across freeway 215; tomorrow will attend with the Mayor a Sunnymead Blvd. clean-up meeting; the purpose of this meeting is to get input from constituents and to clean up Sunnymead Blvd. to make it more friendly place to shop

Mayor Tom Owings

1. Stated that he attended with Council Member Baca a Sunnymead Blvd. clean up meeting this morning. About 35-40 people voiced their vision for their neighborhoods and support what the Council is doing; will attend a Sunnymead Blvd. clean up meeting tomorrow with Council Member Molina

G.2 CITY MANAGER'S REPORT (Informational Oral Presentation - not for

Council action) - none

G.3 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action) - none

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Council Member Jesse L. Molina

1. Thanked everyone for being here; everyone has a right to speak and voice their opinion

Council Member Victoria Baca

1. With Mayor Tom Owings attended a meeting regarding Sunnymead Blvd. clean up at Miller Jones Mortuary; gave an overview of topics discussed: was very pleased with the outcome; businesses in District 5 voiced their concerns; assured them that the City Council will be very responsive and issues will be resolved; homelessness is a very troubling issue; will work on this problem as this is a community issue; another concern is the signage; will get an input from the businesses and will enforce consistently and fairly across the board; talked about organizing the non-profits, eliminating duplication services, identifying the community needs; crime - need to keep working on the trouble areas in our community and let residents and businesses know what resources are available to them; will meet again in a month; the public is welcome to come; thanked staff attending the meeting

2. Will have community forums in District 5 in different communities to discuss what their particular needs are

3. Is attending monthly meetings at Box Springs Water District to discuss what their particular needs are and to resolve years long problems

4. The community will be included in the plan to move forward

Mayor Tom Owings

1. Regarding the Sunnymead Blvd. clean up meeting - people who attended asked to have another meeting in a month. Thanked the staff

2. Read a passage from historian E.H. Carr's book about facts; facts are based on the interpretation what is true or not true; stated that the Council and City's staff are doing a good job: the World Logistics Center topic has two sides to it and everybody's opinion is important; will make sure that it is done in a proper way, respecting everyone's position

PUBLIC COMMENTS **ON ANY SUBJECT NOT ON THE AGENDA** UNDER THE JURISDICTION OF THE CITY COUNCIL - Continuation

Christopher Baca

1. Panhandling and day laborers issues; establishing day labor sites

2. Presented to the Council a resolution to support immigration reform and provide path to citizenship

Ashley Castillo

1. World Logistics Center

Jose Chavez

1. Air pollution

There being no further business to conduct, the meeting was adjourned at 9:11 p.m. to Closed Session by unanimous informal consent.

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority was held in the Conference Room C, First Floor, City Hall. The City Council met in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

The Acting City Attorney Suzanne Bryant announced that the following will be discussed: three cases listed on the agenda under Government Code 54956.9 (d)(1), Existing Litigation, and Labor Negotiations listed under Government Code 54957.6.

Mayor Tom Owings opened the agenda item for public comments; there being none, public comments were closed.

The Closed Session was held pursuant to Government Code:

1 SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

a) *Teague v. City of Moreno Valley*

b) *City of Moreno Valley v. Bond Safeguard Insurance Company*

c) *City of Moreno Valley v. AEI CASC*

2 SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF SECTION 54956.9

Number of Cases: 5

3 SECTION 54956.9(d)(4) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

4 SECTION 54957.6 - LABOR NEGOTIATIONS

a) *Agency Representative: City Manager Henry T. Garcia Employee Organization: MVCEA*

b) *Agency Representative: City Manager Henry T. Garcia Employee Organization: MVMA*

c) *Agency Representative: City Manager Henry T. Garcia Employee Organization: Moreno Valley Confidential Management Employees*

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

None

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 10:07p.m. by unanimous informal consent.

Submitted by:

_____

City Clerk Jane Halstead, CMC
Secretary, Moreno Valley Community Services District
Secretary, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Secretary, Moreno Valley Housing Authority
Secretary, Board of Library Trustees

Approved by:

_____

Mayor Tom Owings
President, Moreno Valley Community Services District
Chairperson, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Moreno Valley Housing Authority
Chairperson, Board of Library Trustees

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MV00200895

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: May 14, 2013

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Reports on Reimbursable Activities for the period of April 17 - May 7, 2013.

Reports on Reimbursable Activities April 17 - May 7, 2013			
Council Member	Date	Meeting	Cost
Victoria Baca		None	
Marcelo Co	4/24/13	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley	$15.00
Jesse L. Molina		None	
Tom Owings	4/17/13	Student of the Month	$15.00
	4/20/13	EXCEED Annual Awards Celebration	$20.00
Richard A. Stewart		None	

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00200897

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: May 14, 2013

TITLE: AUTHORIZE SUBMISSION OF GRANT APPLICATIONS FOR THE SB821 BICYCLE AND PEDESTRIAN FACILITIES PROGRAM

RECOMMENDED ACTION

Recommendation:

1. Authorize the submission of grant applications for the SB 821 Bicycle and Pedestrian Facilities Program as administered by the Riverside County Transportation Commission (RCTC).

BACKGROUND

The SB 821 Bicycle and Pedestrian Facilities Program administered by the RCTC provides funding for sidewalks, bicycle lanes, access ramps, and pedestrian related enhancements. Eligible expenditures for this competitive grant program are limited to preliminary engineering, right of way acquisition, construction, and reconstruction.

On March 3, 2013, the City received notification from the RCTC of a call for projects for the FY 2013/2014 program. Applications are due to the RCTC on May 16, 2013 and notification of projects selected to receive program funding is expected to occur in July 2013.

DISCUSSION

The application will include projects that will install sidewalk, curb, gutter, Americans with Disabilities Act (ADA) compliant access ramps, and bike lanes. Locations for the sidewalk and ramp improvements were selected based upon the results of the Public

Right of Way Access ADA Transition Plan. Other factors included requests from disabled residents, the completed Tier 1 review of intersections and the on-going Tier 2 review which have resulted in a priority list of locations that need access ramp construction/reconstruction. The following is a potential list of the locations and improvements:

- Graham Street, south of Alessandro Boulevard: construct sidewalk on the east side
- Indian Street, north of Alessandro Boulevard: construct sidewalk on the east side, install Class II bicycle lanes along Indian Street from Alessandro Boulevard to Cottonwood Avenue
- Alessandro Boulevard, east of Perris Boulevard: construct sidewalk on the south side
- Arbor Park at Dracaea Avenue: Construct curb access ramp
- John F. Kennedy Drive at Oliver Street: Construct curb access ramp
- Fir Avenue at Atherton Drive: Construct curb access ramp
- John F. Kennedy Drive at Legendary Drive: Construct curb access ramp
- Bay Avenue at Pecan Street: Construct curb access ramp
- John F. Kennedy Drive at Blueberry: Construct curb access ramps
- Eucalyptus Avenue at Edgemont Street: Construct curb access ramps
- Heacock Street at Bay Avenue: Construct curb access ramps
- Heacock Street at Dracaea Avenue: Construct curb access ramps
- Eucalyptus Avenue at Kochi: Construct curb access ramps

ALTERNATIVES

1. Authorize the submission of grant applications for the SB 821 Bicycle and Pedestrian Facilities Program. *Staff recommends this action so that grant applications can be submitted to the RCTC before the deadline.*

2. Do not authorize the submission of grant applications for the SB 821 Bicycle and Pedestrian Facilities Program. *If such authority is not granted, the City will not submit grant applications to the RCTC for this program.*

FISCAL IMPACT

Applications for the SB 821 Bicycle and Pedestrian Facilities Program require matching funding from the agency submitting the application. Matching funding amounts may range from 10 percent to 50 percent. The source of the matching funds would come from available Gas Tax (Fund 2000) and/or Measure A (Fund 2001) as available. These funds may be used only to implement transportation related programs. There is no impact to the General Fund with this action.

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:
Develop a variety of city revenue sources and policies to create a stable revenue base and fiscal policies to support essential city services, regardless of economic climate.

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous materials incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

Prepared By:
Michael Lloyd
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Eric Lewis, P.E. T.E.
City Traffic Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00200901

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: May 14, 2013

TITLE: ACCEPTANCE OF THE CDPH PEDESTRIAN SAFETY GRANT AND FUNDING APPROPRIATION FOR THE "IT'S UP TO ALL OF US" PEDESTRIAN SAFETY PUBLIC EDUCATION CAMPAIGN

RECOMMENDED ACTION

Recommendations:

1. Accept the grant award in state funds of $8,500 for the "It's Up to All of Us" pedestrian safety public education campaign, under the California Department of Public Health Pedestrian Safety Program.

2 Authorize the appropriation of $8,500 from the unencumbered Measure "A" (Fund 2001) fund balance for the public outreach/safety education costs of the "It's Up to All of Us" pedestrian safety public education campaign.

ADVISORY BOARD/COMMISSION RECOMMENDATION

With its goal to improve pedestrian safety, the Traffic Safety Commission (TSC) has been proactively working with Transportation Engineering staff to install audible pedestrian signals and reviewing the school crossing guard program. The TSC has also supported and recommended staff to pursue all available funding opportunities to improve pedestrian safety such as the Safe Routes to School and the Pedestrian Safety Program grants. The Pedestrian Safety Awareness public service announcement/ promotional video provided by this grant will assist TSC efforts to educate the public regarding traffic safety issues.

BACKGROUND

The California Department of Public Health (CDPH) Pedestrian Safety Program (PedSafe) is designed to reduce the number of pedestrian injuries and fatalities statewide and to make walking an easy choice by creating safe and accessible pedestrian facilities. The PedSafe "It's Up to All of Us" (IUAU) campaign is CDPH's effort to create and disseminate educational materials that provide consistent statewide messaging regarding pedestrian safety. On March 6, 2013, the City Public Works Department submitted a grant application for local participation and implementation of the IUAU pedestrian safety education campaign. On April 4, 2013, the City received notification of the grant award in the amount of $8,500. As requested by CDPH, this grant award will be shared between the Public Works and Police departments.

DISCUSSION

The Public Works Department/Transportation Engineering Division has been actively pursuing any available opportunities to improve pedestrian safety. In addition to planning and constructing new pedestrian friendly infrastructure, staff also develops and distributes educational materials to promote pedestrian safety. Grant funding for the "It's Up to All of Us" (IUAU) campaign will enable staff to implement the following activities:

1. Develop a Pedestrian Safety Awareness promotional video and broadcast it via Moreno Valley MVTV-3 channel on a weekly or monthly basis. The subject video will also be posted on YouTube, on the City website, and linked to the City Facebook and Twitter accounts.
2. Coordinate with the City Police Department, the City Traffic Safety Commission, the City Chamber of Commerce, the Moreno Valley and Val Verde Unified School Districts and their PTAs, the Moreno Valley Community College, and the Riverside County Transit Agency (RTA) to incorporate IUAU campaign concepts into pedestrian safety planning around businesses, school campuses and neighborhoods.
3. Prepare posters, flyers, and bumper stickers and coordinate with the above public agencies and organizations to distribute Pedestrian Safety Awareness campaign materials.
4. Develop and implement a website pop-up box or banner on the City website to promote the Pedestrian Safety Awareness campaign.
5. Create Pedestrian Safety Awareness signs and ads for advertising in local newspapers and/or on City streets and bus-stops near schools and high-risk areas citywide.
6. Using IUAU materials, the Moreno Valley Safe Routes to School program volunteers will work with local schools to conduct high visibility Parent Path and Walking School Bus programs that promote walking safely and encourage drivers to be more aware of pedestrians.

The estimated cost for the City implementation of the IUAU pedestrian safety education campaign is $8,500. The City is anticipating funding reimbursement of up to $8,500 (100% of project costs) from CDPH. The City is required to use its own funds to implement the campaign and then receive reimbursement at the conclusion of the campaign. The appropriation of $8,500 from unencumbered Measure "A" (Fund 2001) fund balance is requested so that Public Works staff can proceed with the public outreach/education activities for the campaign.

ALTERNATIVES

1. Accept the grant award in state funds in the amount of $8,500 for the "It's Up to All of Us" pedestrian safety public education campaign, under the California Department of Public Health Pedestrian Safety Program and authorize the appropriation of $8,500 from the unencumbered Measure "A" (Fund 2001) fund balance for the public outreach/safety education costs of the "It's Up to All of Us" pedestrian safety public education campaign. *This alternative will allow the City to receive the CDPH Pedestrian Safety Program reimbursement for the project.*

2. Do not accept the grant award in state funds in the amount of $8,500 for the "It's Up to All of Us" pedestrian safety public education campaign, under the California Department of Public Health Pedestrian Safety Program and do not authorize the appropriation of $8,500 from the unencumbered Measure "A" (Fund 2001) fund balance for the public outreach/safety education costs of the "It's Up to All of Us" pedestrian safety public education campaign. *This alternative will prohibit the City from receiving the CDPH Pedestrian Safety Program reimbursement for this project.*

FISCAL IMPACT

The City will be required to use its own funds to implement this project and then receive progress reimbursement at the completion of each phase of the project. The City will use Measure "A" (Fund 2001) funds for the project and these funds must be used for their intended purpose to receive reimbursement from the CDPH Pedestrian Safety Program grant. There is no impact to the General Fund.

AVAILABLE FUNDS:

Fiscal Year 2012/2013 Funds (Account No. 2001.NEW)	$8,500
CDPH-PedSafe IUAU Funding Reimbursement	$8,500
Local Match	$0
Total	$8,500

ESTIMATED PROJECT RELATED COSTS:

Newspaper Ads	$1,300
Media Production & Graphic Design	$3,500
Promotional Materials (Banners, Signs, Stickers)	$3,000
Communications (Postage, Phone, Fax)	$100
Travel & Mileage Reimbursement	$600
Total	$8,500

ANTICIPATED PROJECT SCHEDULE:
Develop and producing IUAU campaign materials..... June-July 2013
Distribution of IUAU campaign materials..... August 2013
Complete IUAU campaign..... September 2013

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:
Develop a variety of city revenue sources and policies to create a stable revenue base and fiscal policies to support essential city services, regardless of economic climate.

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

To enhance the safety of pedestrians, staff recommends that the grant award for the CDPH “It’s Up to All of Us” pedestrian safety public education campaign be accepted by City Council and $8,500 of reimbursable funding is appropriated from the unencumbered Measure “A” (Fund 2001) fund balance for the public outreach/safety education costs of the campaign.

Prepared By:
Vincent L. Tran, P.E.
Associate Engineer

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Eric Lewis, P.E.,T.E.
City Traffic Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer and Barry Foster Community & Economic Development Director

AGENDA DATE: May 14, 2013

TITLE: PA06-0021, PM 34577 – REQUEST TO CONDUCT A FULL ROAD CLOSURE OF HEACOCK STREET FROM SAN MICHELE ROAD TO NANDINA AVENUE AND SAN MICHELE ROAD BETWEEN HEACOCK STREET AND INDIAN AVENUE FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM MAY 15, 2013 – JULY 31, 2013

RECOMMENDED ACTION

Recommendation:

1. Authorize a full road closure of Heacock Street from San Michele Road to Nandina Avenue, and San Michele Road between Heacock Street and Indian Avenue for the construction of street improvements from May 15, 2013 – July 31, 2013.

2. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

BACKGROUND

On January 11, 2007, the Planning Commission of the City of Moreno Valley approved Tentative Parcel Map No. 34577 (PA06-0021) along with Plot Plan (PA06-0022) for two industrial warehouse buildings.

On November 28, 2011, Amended Plot Plan P11-090 (Building #1; 455,000 square feet) and Amended Plot Plan P11-091 (Building #2; 1,250,000 square feet) were approved by the Planning Director as amendments to the original plot plan.

The developer is constructing Building #2 as part of Phase I. The project is bounded by Indian Street to the east, Heacock Street to the west, San Michelle Road to the south, and Cardinal Avenue to the north.

The Conditions of Approval required public improvements along Heacock Street, Nandina Avenue and Cactus Avenue. On September 25, 2012, the City Council of the City of Moreno Valley approved the Public Improvement Agreement along with the corresponding securities. The Agreement and securities include the construction of the public street improvements.

DISCUSSION

Due to the nature and complexity of the required public improvements, the Developer is requesting a full road closure of Heacock Street from San Michele Road to Nandina Avenue, and San Michele Road between Heacock Street and Indian Avenue. The road closure will be conducted in such a manner that will provide local and emergency vehicle access to affected properties.

The entire duration of road closure will be eleven (11) weeks or approximately 77 calendar days. The request for the road closure is due to major improvement work including, but not limited to, removal of existing asphalt pavement, installation of asphalt paving, sidewalk, street lights, landscaping, storm drain culverts, utilities and associated signing and striping. All of the work will be reviewed by inspectors from the City of Moreno Valley. It is anticipated that the road will be open to traffic on July 31, 2013.

There are several commercial parcels in the area of construction. The road closure will not affect the ingress or egress of these parcels, and it will require a detour to the traveling public. The contractor performing the roadway improvements will phase the work such that both roads will only be closed at the same time for a limited timeframe. City staff was advised by the developer that all potentially affected property owners have been contacted/notified. The road closure/detour/traffic control plan for this closure has been reviewed and approved by the City Traffic Engineer.

ALTERNATIVES

1. Authorize a full road closure of Heacock Street from San Michele Road to Nandina Avenue, and San Michele Road between Heacock Street and Indian Avenue for the construction of street improvements from May 15, 2013 – July 31, 2013. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

2. Do not authorize a full road closure of Heacock Street from San Michele Road to Nandina Avenue, and San Michele Road between Heacock Street and Indian Avenue for the construction of street improvements from May 15, 2013 – July 31, 2013. Do not authorize the City Engineer to allow for an additional 30-day

extension to the proposed road closure window if the project is delayed due to unforeseen construction issues. There would be no road closure. *This alternative would result in an unsafe work environment and would significantly delay the completion of this project.*

FISCAL IMPACT

The developer will be responsible for all costs associated with this proposal.

CITY COUNCIL GOALS

PUBLIC SAFETY
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

NOTIFICATION

The approved traffic control/detour plan requires the contractor to give notification to the Post Office, Police, Fire Department, Ambulance Services, Riverside Transit Authority, Waste Management, and affected businesses. The public will be notified by special roadside signage showing the dates of closure and detour signs.

EXHIBITS

Attachment 1 – Road Closure Detour Map

Prepared By
Mark W. Sambito, P.E.
Engineering Division Manager

Department Head Approval
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By
Eric Lewis, P.E.
City Traffic Engineer
Director

Concurred By
Barry Foster
Community & Economic Development

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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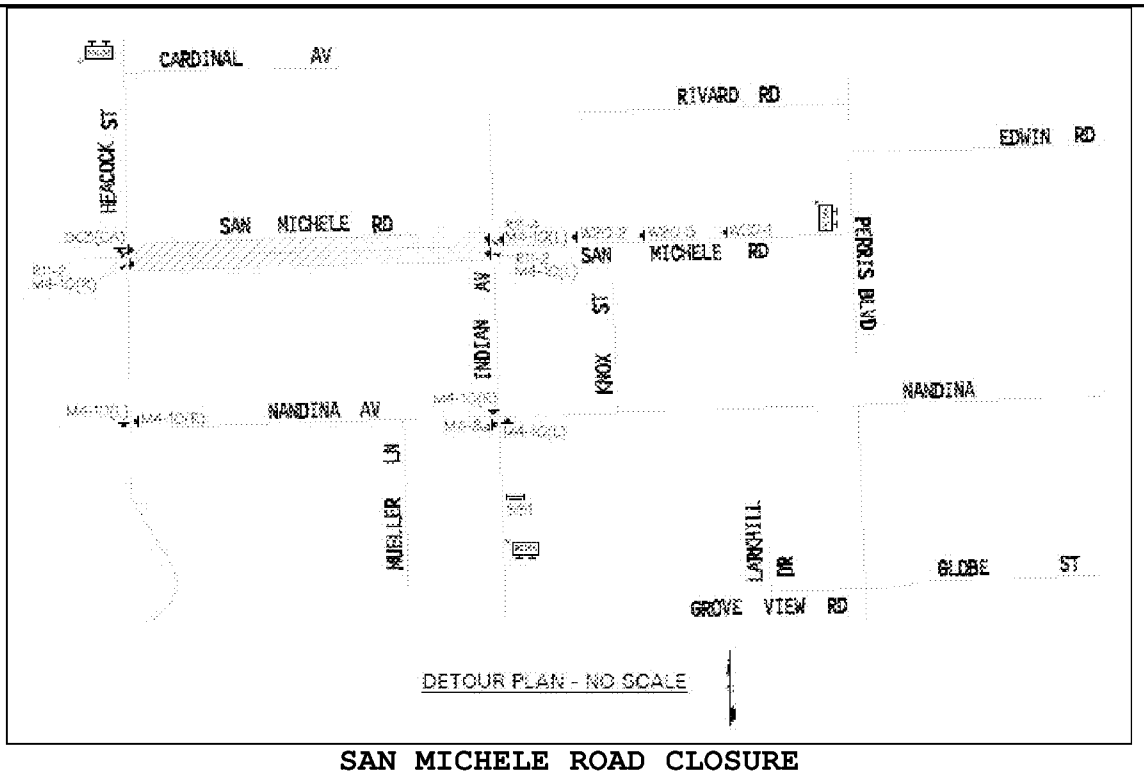

SAN MICHELE ROAD CLOSURE

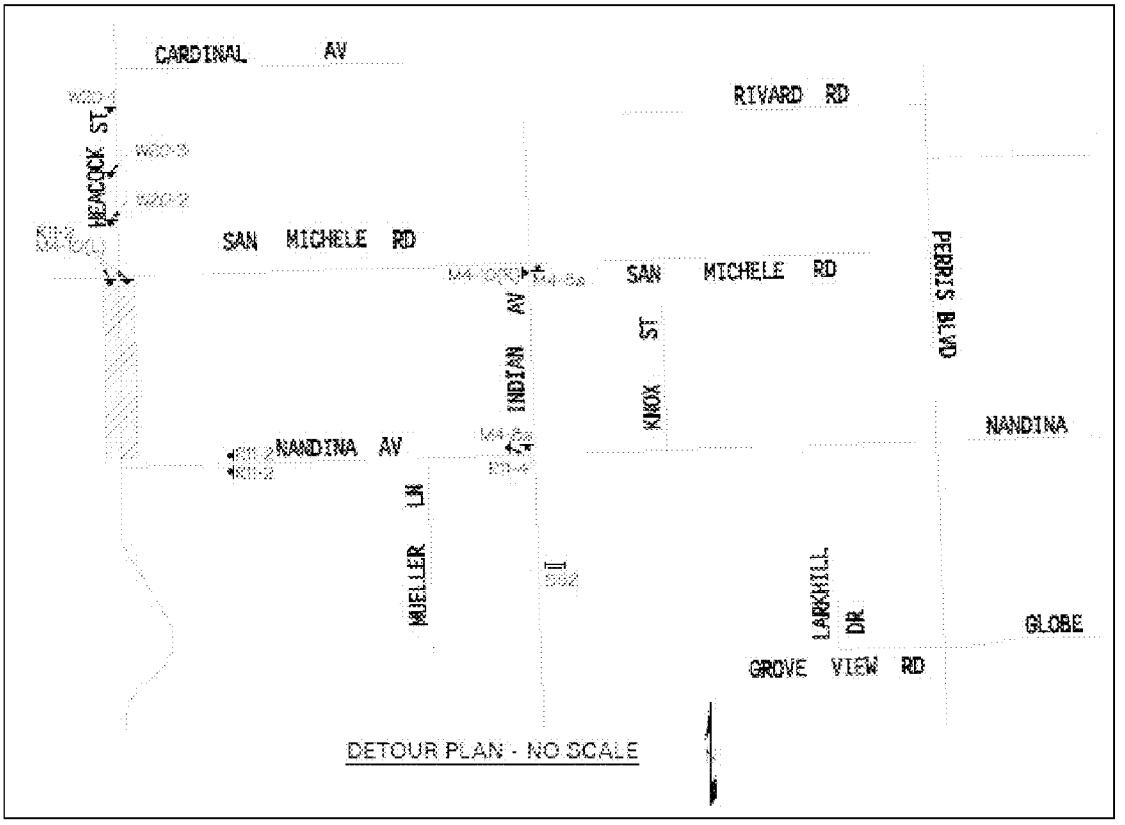

HEACOCK STREET CLOSURE

CITY OF MORENO VALLEY **COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT - LAND DEVELOPMENT** **Attachment 1**	**PA06-0021** **PM 34577** **Vicinity Map**

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MV00200911

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: May 14, 2013

TITLE: APPROVE THE AMENDMENT TO THE AGREEMENTS FOR PROFESSIONAL CONSULTANT SERVICES FOR CONSTRUCTION MATERIAL TESTING AND GEOTECHNICAL SERVICES WITH LEIGHTON CONSULTING, INC. AND CONSTRUCTION SURVEY SERVICES WITH RICK ENGINEERING COMPANY FOR THE MORENO MASTER DRAINAGE PLAN LINE "F", STAGE 2 CHANNEL IMPROVEMENTS -- PROJECT NO. 804 0005 70 77

RECOMMENDED ACTION

Recommendations:

1. Approve the Amendments to the Agreements for Professional Consultant Services for Construction Material Testing and Geotechnical Services with Leighton Consulting Inc., and Construction Survey Services with Rick Engineering Company, for the Moreno Master Drainage Plan Line "F", Stage 2 Channel Improvements.

2. Authorize the City Manager to execute an amendment to the Agreement with Leighton Consulting Inc. and an amendment to the Agreement with Rick Engineering Company.

3. Authorize the issuance of a Purchase Order to Leighton Consulting Inc. for the amount of $62,344 and Rick Engineering Company for the amount of $62,810 when the contracts have been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreements with Leighton Consulting Inc. and Rick Engineering Company within the purchase order amounts, subject to the approval of the City Attorney.

BACKGROUND

The construction of Moreno Master Drainage Plan Line "F", Stage 2 Channel Improvements (Line F) was an important part of the Cactus Avenue/Nason Street Improvement Project approved by the City Council on March 13, 2012. However, due to lack of funding, the Line F portion of the project was not built with the recently completed Cactus Avenue/Nason Street Improvement Project.

On February 26, 2013 the City Council approved the Cooperative Agreement with the Riverside County Flood Control and Water Conservation District (the District) and authorized the appropriation of $4,000,000 to fund the construction phase of the Line F project.

On April 23, 2013, the City Council authorized the award of a construction contract to Bedon Construction, Inc. for the Line F project. Construction is anticipated to commence during the latter part of May 2013.

The limits for the proposed Line F project are approximately 4,500 feet long and starts at 800 feet west of Oliver Street to join the existing improved channel in the proximity of the Grande Vista Drive and Iris Avenue intersection. The work involved is to fully improve the existing earthen trapezoidal flood control channel with a concrete lining; the construction will also provide access roads, maintenance ramps, and storm drain lateral stubs.

The Line F project implements an initiative of the Economic Development Action Plan adopted by the City Council on April 26, 2011.

DISCUSSION

Leighton Consulting Inc. and Rick Engineering Company were selected through competitive selection process for the Cactus Avenue/Nason Street Improvement Project which included Line F work. At its March 13, 2012 meeting, the City Council approved the Agreements for Professional Consultant Services with Leighton Consulting Inc. and Rick Engineering Company to provide their services for the Cactus Avenue/Nason Street Improvement Project, however, as previously discussed, the additive bid item of Line F portion of the project scope of work was not exercised due to lack of funding.

Funding for Line F Project is now available through the District and the Construction Material Testing and Geotechnical as well as Construction Survey services are necessary for the Line F project. City Staff has negotiated revisions to the original scope and fee with Leighton Consulting Inc., and Rick Engineering Company based on the Line F project being carried out as a standalone project and recommends the approval of amendment to their existing agreements to cover the Professional Services necessary during the construction phase of the Line F project.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the timely construction of the Line F project, thus, reducing the threat of flood damage in the area.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the timely construction of the Line F project, leaving this area under the potential threat of flood damage.*

FISCAL IMPACT

Pursuant to the terms of a Cooperative Agreement between the District and the City, the District will contribute up to $4,000,000 to construct Line F project. There is no impact to the General Fund.

TOTAL AVAILABLE FUNDS - FY 2012/2013:

Moreno Master Drainage Plan Line F, Stage 2 Channel Improvements: (Account No. 3002-70-77-80004, Project No. 804 0005 70 77-3002)	$4,000,000
Total PW General Capital Projects Fund Budget	$4,000,000

ESTIMATED CONSTRUCTION RELATED COSTS:

Contractor Construction Costs (includes Contingency)	$3,602,000
Construction Design Support Services	$85,000
Construction Survey Services (Rick Engineering)	**$63,000**
Construction Materials Testing and Geotechnical Services (Leighton)	**$62,000**
Construction Management and Project Administration*	$140,000
Total Estimated Project Costs	$3,952,000

**Public Works and consultant staff will provide Construction Management and Project Administration including Inspection services.*

ANTICIPATED PROJECT SCHEDULE:

Start Construction	May 2013
Anticipated Completion of Construction	November 2013

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

City staff is recommending approval of amendment to agreements with Leighton Consulting Inc., and Rick Engineering Company to provide Professional Consultant Services during the construction phase of 4,500 feet long Moreno Master Drainage Plan Line "F", Stage 2 Channel Improvements Project.

ATTACHMENTS

Attachment 1: Location Map
Attachment 2: Amendment to Agreement with Leighton Consulting Inc.
Attachment 3: Amendment to Agreement with Rick Engineering Company

Prepared By:
Guy Pegan, P.E.
Senior Engineer

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
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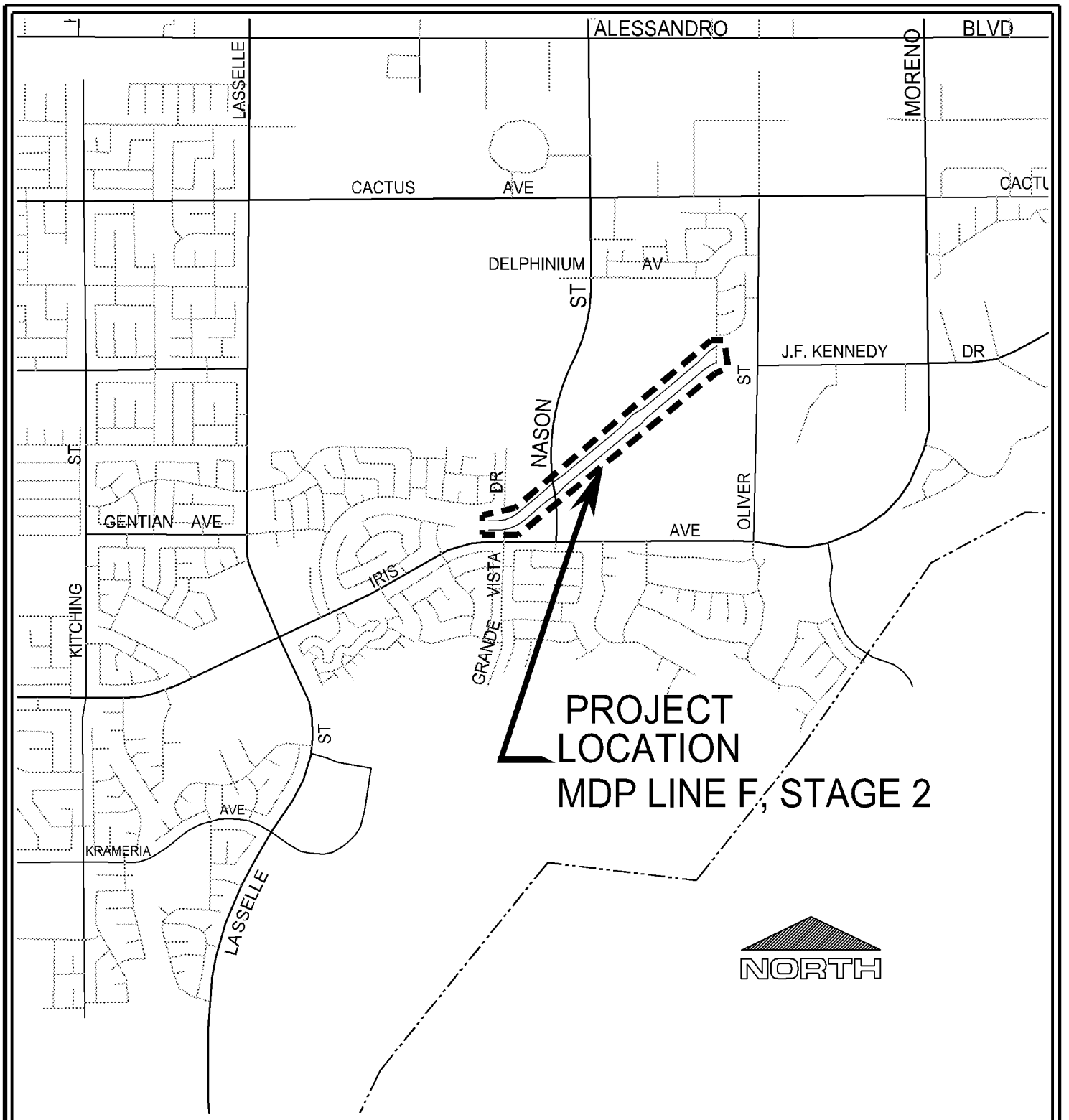

LOCATION MAP

Public WorksDepartment
Capital Projects Division

Scale: None

ATTACHMENT 1

MORENO MASTER DRAINAGE PLAN
LINE F, STAGE 2 CHANNEL IMPROVEMENTS
PROJECT NUMBER 804 0005 70 77

Date: 04 Feb 13 – 2:43 pm
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User: deepaks

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MV00200919

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES PROJECT NO. 804 0005 70 77

This First Amendment to Agreement is by and between the CITY of MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and **Leighton Consulting Inc.**, a California corporation, hereinafter referred to as "Consultant." This First Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "AGREEMENT for PROFESSIONAL CONSULTANT SERVICES," hereinafter referred to as "Agreement," dated **March 14, 2012**.

Whereas, the Consultant is providing consultant Construction Materials Testing and Geotechnical services for the **Cactus Avenue/Nason Street Improvement Project.**

Whereas, it is desirable to amend the Agreement to expand the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this First Amendment.

Whereas, the Consultant has submitted a Proposal dated **April 3, 2013**, for expansion of the scope of work to be performed. A copy of said Proposal is attached as "Exhibit A – First Amendment", entitled "Addendum Proposal for Line F Channel" and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date is extended from December 31, 2013 to December 31, 2014, unless the termination date is further extended by an Amendment to the Agreement.

1.2 Exhibit "B" to the Agreement is hereby amended by adding to the scope of work section described in "Exhibit A – First Amendment", entitled "Addendum Proposal for Line F

Channel".

1.3 Exhibit "D" to the Agreement is hereby further amended by adding to the cost proposal section thereof described in "Exhibit A – First Amendment", entitled "Addendum Proposal for Line F Channel".

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $62,344, as set forth in the above-referenced Cost Proposal, in consideration of the Consultant's performance of the work set forth in "Exhibit A – First Amendment".

1.5 The total "Not to Exceed" fee for this contract is $385,288 ($322,944 for the original Agreement plus $62,344 for the First Amendment to Agreement).

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES PROJECT NO. 804 0005 70 77

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
City Manager

_____
Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

Leighton Consulting Inc.

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

Attachments: Exhibit A – Addendum Proposal for Line F Channel

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Revised Feb 2009

EXHIBIT A

Leighton Consulting, Inc.
A LEIGHTON GROUP COMPANY

April 3, 2013
Project No. 603393-014

City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552

Attention: Mr. Viren Shah

Subject: Addendum Proposal for Soils/Materials Testing Services, Line F Channel, Moreno Valley, California

In accordance with your request, Leighton Consulting, Inc. (Leighton) is pleased to present this proposal to provide soils and materials testing services for the subject project. We believe that Leighton is uniquely qualified to provide these services because of our past experience on this project and with similar projects in this area.

PROJECT DESCRIPTION AND ASSUMPTIONS

We understand that this portion of Line F Channel is generally located between John F. Kennedy Drive and Iris Avenue within Tract No. 33532 and measures approximately 4,500 linear feet. According to plans prepared by RBF (approved 3/13/13), side slopes are to be constructed at an inclination of 1.5 horizontal to 1 vertical (1.5:1), and are generally less than 15 feet in height. The channel has a trapezoidal cross-section with approximately 40-foot wide bottom (Typical 100-foot wide RCFC Channel). The channel is expected to receive concrete lining (minimum 6 inches) for both the bottom and the side slopes. The project will include berm construction along channel sides west of station 32+00, subgrade preparation for channel bottom and side slopes per Leighton report dated January 29, 2013, transition sections at start and end of channel, and backfill testing for water line crossing. Based on telecommunications with you, a construction schedule of 80 days is estimated for this project.

PROPOSED SCOPE OF WORK

Based on the provided construction schedule and our understanding of this project, we propose the following scope for work:

41715 Enterprise Circle N., Suite 103 ▪ Temecula, CA 92590-5661
951.296.0530 ▪ Fax 951.296.0534

Over-excavation and Compaction Testing

- Full-time/as-needed observation and compaction testing during grading, and subgrade preparation for channel bottom and side slopes.
- Laboratory testing of selected soil samples to confirm their maximum density/optimum moisture values, expansion index, and grain size analysis.
- Office project management, consultation, and quality control of field and laboratory testing results.
- Preparation of final compaction report. Daily field reports will be distributed to your field Representative, if needed.

Concrete Materials Testing

Our services will consist of testing of concrete used in concrete construction for the project. We will provide a technician that has been certified by ACI as a technician for reinforced concrete to sample concrete during the construction of the structures for compliance of the approved plans and job specifications. Our ACI Technician will also perform slump and air content tests and record cement temperature of the time of placement. Written reports will be provided on a daily basis and at the completion of the work. This scope of services will also include material testing of portland concrete cement (PCC) cylinders. Compression testing of concrete specimens (assuming 4 per set) molded by our representative will be performed in accordance to ASTM C39. We assume that concrete batch plant inspection or any other field special inspection will be provided by District or City Inspector, when required.

SCHEDULE

We request at least 24-hours (one working day) notice for scheduling our field technicians. Calls to our dispatch (866-LEIGHTON) after 3:00 pm (prior work day) or on weekends and holidays are not addressed until the first following working day, without prior arrangement. Should work during evenings or weekends be required, we can provide technical staff at overtime rates as mandated by prevailing wage law; which is currently not budgeted. Normal work day shift of 8 hours per day, 40 hours per week, Monday thru Friday is assumed for this estimate. Starting with our initial meetings, we will partner with you to manage our time-and-expense budget by reducing site trips, standby time, and scheduling field personnel who can perform multiple tasks.

FEES AND TERMS

Our proposed soil and materials testing services during construction will be performed on a time-and-expense basis at the current unit rates listed in our signed contract with the City (under PO Nos. 42404 & 42405). These rates will be subject to change based upon changes in California prevailing wage rates. Prevailing wage time accrued will include portal to portal travel time. A breakdown of these estimate fees for our geotechnical and materials testing services during construction are further detailed on Table 1, attached. Actual scope and fees may vary from this budget due to design changes, weather, scheduling and sequencing (e.g. overtime hours), potential materials deficiencies, changed requirements and/or numerous other potential causes beyond our control. Please note that the following was also excluded from our estimate:

a. Erosion control materials including rip-rap.
b. Special inspection of reinforcing steel and formwork in concrete structures.
c. Precast concrete pipes.

We appreciate the opportunity to provide this proposal. If you have questions or information that would update our scope of work, please contact us at your convenience.

Respectfully submitted,

LEIGHTON CONSULTING, INC.

Simon I. Saiid, PE, GE
Principal Engineer
Extension 8013, ssaiid@leightongroup.com

Attachments: Table 1 – Breakdown of Estimated Fees

Distribution: (1) Addressee, via email

Leighton Consulting, Inc.
A LEIGHTON GROUP COMPANY

TABLE 1 - Summary of Cost Estimate for Soils and Material Testing
Line F Channel, City of Moreno Valley

Task Description					
Field Testing and Inspection	**Hrs/Tests**		**Rates**		**Cost**
Soil/Field Technician (25 days, 8 hr/day)	200	$	91	$	18,200
Staff Engineer/Geologist	16	$	110	$	1,760
Project mangement / GE / QC	18	$	178	$	3,204
Concrete Technician (45 pours/days, 4hr/day)	180	$	81	$	14,580
Project Admin	18	$	65	$	1,170
			Subtotal	**$**	**38,914**
Laboratory Testing					
Sieve Analysis - soil & aggregate	2	$	90	$	180
Sand Equivalent - soil & aggregate	2	$	90	$	180
Expansion Index	20	$	120	$	2,400
Sulfate Content	8	$	65	$	520
Maximum Density / Proctor	8	$	200	$	1,600
Concrete Cylinders (4 cyl/set)	250	$	22	$	5,500
Mix Design Review	1	$	250	$	250
Tensile Strength Up to No. 10	6	$	43	$	258
Bend Test Up to No. 11	6	$	43	$	258
Pick up/ Delivery of cylinders	50	$	80	$	4,000
			Subtotal	**$**	**15,146**
Misc./additional testing due to unforeseen conditions and extended construction schedule					
Concrete/Field Technician	60	$	91	$	5,460
Staff Engineer/Geologist	8	$	110	$	880
PM / Principal Eng/ GE	8	$	178	$	1,424
Project Admin	8	$	65	$	520
			Subtotal	**$**	**8,284**
			Total =	**$**	**62,344**

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MV00200927

ATTACHMENT 3

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES PROJECT NO. 804 0005 70 77

This First Amendment to Agreement is by and between the CITY of MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and **Rick Engineering Company**, a California corporation, hereinafter referred to as "Consultant." This First Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "AGREEMENT for PROFESSIONAL CONSULTANT SERVICES," hereinafter referred to as "Agreement," dated **March 19, 2012**.

Whereas, the Consultant is providing consultant Construction Survey services for the **Cactus Avenue/Nason Street Improvement Project.**

Whereas, it is desirable to amend the Agreement to expand the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this First Amendment.

Whereas, the Consultant has submitted a Proposal dated **April 15, 2013**, for expansion of the scope of work to be performed. A copy of said Proposal is attached as "Exhibit A – First Amendment", entitled "Construction Survey Service Proposal for Line "F" and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date is extended from December 31, 2013 to December 31, 2014, unless the termination date is further extended by an Amendment to the Agreement.

1.2 Exhibit "B" to the Agreement is hereby amended by adding to the scope of work section described in "Exhibit A – First Amendment", entitled "Construction Survey Service Proposal for Line "F".

1.3 Exhibit "D" to the Agreement is hereby further amended by adding to the cost proposal section thereof described in "Exhibit A – First Amendment", entitled "Construction Survey Service Proposal for Line "F".

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $62,810, as set forth in the above-referenced Cost Proposal, in consideration of the Consultant's performance of the work set forth in "Exhibit A – First Amendment", entitled "Construction Survey Service Proposal for Line "F".

1.5 The total "Not to Exceed" fee for this contract is $264,940 ($201,940 for the original Agreement plus $62,810 for the First Amendment to Agreement).

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES PROJECT NO. 804 0005 70 77

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
City Manager

_____
Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

Rick Engineering Company

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

Attachments: Exhibit A – Construction Survey Service Proposal for Line F

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Revised Feb 2009

EXHIBIT A

RICK™
ENGINEERING COMPANY

April 15, 2013

Mr. Viren Shah, Consultant Project Manager
City of Moreno Valley
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805

SUBJECT: CONSTRUCTION SURVEY SERVICES PROPOSAL for MORENO MASTER DRAINAGE PLAN LIN "F" STAGE 2 CHANNEL IMPROVEMENTS.
PROJECT NO. 804 0005 70 77
(RICK ENGINEERING COMPANY JOB NUMBER 15856)

Dear Mr. Shah:

Pursuant to your letter dated April 2, 2013, please find attached our scope of work and fee proposal for the above referenced project, in accordance with the Agreement for Professional Consultant Services for on-call survey services, dated March 1, 2013.

Rick Engineering Company is located in Riverside, just minutes from the above reference project. Here at Rick Engineering, we have always kept The City of Moreno Valley at top priority, and there have been numerous occasions when our field crew's response time was same day. Typically, all construction staking and City request will commence within 48 hours of receiving a request from the project's City inspector.

We appreciate this opportunity to provide services for the City of Moreno Valley.

Should you have any questions or need additional information, please feel free to contact either Matthew Reiner or myself.

Sincerely,

RICK ENGINEERING COMPANY

Marten L. Anderson, RCE 51313
Associate

MLA:MAR:kmh

1770 Iowa Avenue, Suite 100 · Riverside, California 92507 · (951) 782-0707 · FAX: (951) 782-0723 · rickengineering.com
RIVERSIDE SAN DIEGO ORANGE SACRAMENTO SAN LUIS OBISPO BAKERSFIELD PHOENIX TUCSON

PROJECT SPECIFIC SCOPE OF WORK

1. **Meeting and Supervision**
   a. Meetings – Attend a pre-construction meeting and weekly coordination meetings if necessary. Assumes a maximum of one (1) pre-construction meeting and twenty (9) weekly meetings. Assumes twenty (20) hours.

   b. Project Supervision – Provide the proper coordination and supervision of the field crew for the duration of the surveying work on this project. This item includes scanning and sending cut sheets and field data/notes to the City of Moreno Valley Inspector and Project Manager. For bidding purpose assumes 1 hour for each 8 hour crew day. Twenty-Three and one half (23.5) hours.

2. **Office Calculations**
   Obtain record mapping to establish centerline and right of way. Compare CAD drawings (provide by the City of Moreno Valley) with hardcopies in order to Provide required calculations for field crew for each survey request. Assumes twelve (12) hours.

3. **Rough and Finish Grading**
   a. Consultant will provide two set of stakes to facilitate the grading of the channel. First set of stakes will be set at 50' intervals and referenced to both top and toe of slope for approximately 9,000 L.F of top of slope and approximately 9,000 L.F. of toe of slope for rough grading purpose. Second set of stakes will be set at 25' intervals referenced to either top or toe of slope for approximately 9,000 L.F top of slope for final grading purpose. This includes staking for 12 Access Ramps.

   b. Consultant will provide one set of stakes for the limits of grading around disposal site (Exhibit Area). This will include staking for 2,270 L.F. of contours, 1,460 L.F. of slopes and 345 L.F. of "Grade to Drain" areas. All this work lies within the exhibit area as shown on approved plans.

   Assumes fifty-six (56) hours for Rough and Finish Grade staking

4. **Final Channel Staking – Concrete**
   Consultant will provide three (3) sets of stakes for facilitate the construction of the concrete channel. One set of stakes will be referenced to top of slope, second set referenced toe of slope and third set on centerline of channel. Stakes will be set at 25' intervals and at any change of direction for approximately 9,000 L.F. of top, 9,000 L.F. of toe and 4,500 L.F. of channel centerline. This item also includes staking for the 12 access ramps and one (1) drainage apron. Assumes eighty-four (84) hours.

5. **Fence Stakes**
   Provide one set of stakes to facilitate the construction of approximately 8,100 L.F of fencing. Stakes will set at 50' intervals and at any change of vertical and horizontal direction. Assumes fourteen (14) hours.

6. **Storm Drain Pipe and Structures**
   Consultant will provide one set of stakes for various sizes of pipes. Stakes will be set of 25' intervals and at any change of direction for approximately 1,620 L.F. of RCP pipe and staking for Line L-1 which has 290 L.F. of pipeline staking. This item also includes staking for Riprap, sub drains and 10 junction structures. Assumes twenty-eight (28) hours.

7. **Water Relocation**
   a. Water Mainline – Provide ones set of stakes for approximately 545 L.F. of water mainline. Stakes will be set at 25' intervals and at any change in horizontal and vertical direction. This item also includes staking for approximately 40 L.F. of saw cut and 100 L.F. of steel casing.

   b. Services – Provide one set of stakes for approximately 3 CTS stations. Offset will be referenced to centerline of CTS station.

   Assumes six (6) hours for water relocation staking.

8. **Additional Items of Work as Requested**
   Include an additional cost, of a two-man survey crew and field supervisor to verify grades, re-staking or provide miscellaneous stakes and or as-builts as directed by the City of Moreno Valley inspector. This fee would only be charged if the City request additional work. A signed time slip, by a City of Moreno Valley Inspector, will be provided with invoicing.

MORENO VALLEY
WHERE DREAMS SOAR

NOT-TO-EXCEED FEE SCHEDULE

1.	Meeting and Supervision	$5,220.00
2.	Office Calculations	$1,230.00
3.	Rough and Finish Grade Stake	$12,320.00
4.	Final Channel Staking – Concrete	$18,480.00
5.	Fence Staking	$3,080.00
6.	Storm Drain Pipe and Structures	$6,160.00
7.	Water Relocation Stakes	$1,320.00
8.	Additional Items of Work as Requested	$15,000.00
	TOTAL	**$62,810.00**

RICK™
ENGINEERING COMPANY

CHANNEL LINE "F" IMPROVEMENTS ~ PROJECT NO. 804 0005 70 77
HOURLY RATE SHEET – CALIFORNIA OFFICES
April 15, 2013 – Completion of Project No. 804 0005 70 77

Principal Consultant (Special Projects)	$ 225.00
Principal	205.00
Associate Principal	190.00
Associate/Manager	175.00
Expert Witness	300.00
Court Appearance per half day or part	1,200.00
Principal Project Engineer/Manager	150.00
Associate Project Engineer/Manager	140.00
Assistant Project Engineer/Manager	130.00
Principal Engineering Designer	115.00
Associate Engineering Designer	107.00
Assistant Engineering Designer	100.00
Principal Engineering Drafter	95.00
Associate Engineering Drafter	85.00
Assistant Engineering Drafter	75.00
Principal Construction Engineer/Manager	$150.00
Associate Construction Engineer/Manager	140.00
Assistant Construction Engineer/Manager	130.00
Principal Construction Technician	115.00
Associate Construction Technician	107.00
Assistant Construction Technician	100.00
Senior Transportation/Traffic Engineer	$185.00
Principal Transportation/Traffic Engineer	150.00
Associate Transportation/Traffic Engineer	140.00
Assistant Transportation/Traffic Engineer	130.00
Principal Transportation/Traffic Designer	115.00
Associate Transportation/Traffic Designer	107.00
Assistant Transportation/Traffic Designer	100.00
Director of Planning	$180.00
Principal Project Planner	170.00
Senior Project Planner	130.00
Assistant Project Planner	120.00
Senior Planner	125.00
Associate Planner	107.00
Assistant Planner	100.00
Senior Planning Technician	95.00
Associate Planning Technician	85.00
Assistant Planning Technician	75.00
Planning Assistant	65.00
Principal Water Resources Designer	$115.00
Associate Water Resources Designer	107.00
Assistant Water Resources Designer	100.00
Associate Environmental Project Manager	$125.00
Assistant Environmental Project Manager	115.00
Principal Environmental Specialist	107.00
Associate Environmental Specialist	102.00
Assistant Environmental Specialist	97.00
Environmental Technician	74.00
Principal Landscape Architect	$195.00
Associate Landscape Architect	140.00
Principal Project Landscape Architect/Manager	125.00
Associate Project landscape Architect/Manager	115.00
Assistant Project Landscape Architect/Manager	105.00
Principal Landscape Designer	97.00
Associate Landscape Designer	92.00
Assistant Landscape Designer	87.00
Principal Landscape Drafter	76.00
Associate Landscape Drafter	71.00
Assistant Landscape Drafter	65.00
Photogrammetry Supervisor	$135.00
Principal Photogrammetrist	110.00
Associate Photogrammetrist	100.00
Assistant Photogrammetrist	95.00
GIS Manager	$150.00
Principal GIS Analyst	$105.00
Associate GIS Analyst	100.00
Assistant GIS Analyst	93.00
Principal Computer Graphics Editor	95.00
Associate Computer Graphics Editor	85.00
Assistant Computer Graphics Editor	75.00
Field Supervisor	$120.00
One-person Survey Party (prevailing wage rate)	140.00
Two-person Survey Party (prevailing wage rate)	220.00
Three-person Survey Party (prevailing wage rate)	360.00
3D Laser Scanning Crew (One-Person)	$200.00
3D Laser Scanning Crew (Two Person)	240.00
3D Laser Scanning Crew (Three Person)	270.00
Principal 3D Laser Scanning Project Manager	$150.00
Associate 3D Laser Scanning Project Manager	140.00
Assistant 3D Laser Scanning Project Manager	130.00
Principal 3D Laser Scanning Specialist	$115.00
Associate 3D Laser Scanning Specialist	107.00
Assistant 3D Laser Scanning Specialist	100.00
Principal 3D Laser Scanning Technician	$95.00
Associate 3D Laser Scanning Technician	85.00
Assistant 3D Laser Scanning Technician	75.00
Computing & Mapping Director	$120.00
Principal Survey Analyst	105.00
Associate Survey Analyst	105.00
Assistant Survey Analyst	105.00
Associate Project Administrator	$60.00
Assistant Project Administrator	50.00
Administrative Assistant	60.00

When authorized, overtime shall be charged at the listed rates times 1.3.
Unless otherwise agreed upon, we shall charge for printing, reproduction, deliveries, transportation, and other expenses.
A ten (10) percent fee for administration, coordination and handling will be added to all subcontracted services.

MINUTES - REGULAR MEETING OF APRIL 23, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00200937

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: May 14, 2013

TITLE: THIRD AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR BACKFLOW – TESTING, REPAIR AND REPLACEMENT SERVICES

RECOMMENDED ACTION

Recommendations:

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD Board): Approve the Third Amendment to the Independent Contractor Agreement ("Agreement") for Backflow Testing Services Project No. BDEMS/10, ("Third Amendment to Agreement for BDEMS/10") with E. R. Block Plumbing, Inc. (10910 Hole Avenue, Riverside, CA 92505) for replacement, repair and testing of backflow devices throughout each of the CSD maintained landscaped areas and Water Quality Basins.

2. Authorize the City Manager to execute the Third Amendment to the Agreement for BDEMS/10 with E. R. Block Plumbing, Inc.

3. Authorize an adjustment in the purchase order (PO) to E. R. Block Plumbing, Inc., for an increase of $15,752.88 when the Third Amendment to the Agreement for BDEMS/10 has been signed by all parties.

4. Authorize the City Manager to approve budget adjustments for CSD Zones D & E for backflow testing, repair and replacement services in the following amounts: a. Zone D in the amount of $25,571.02. b. Zone E in the amount of $12,292.40.

5. Authorize the City Manager to have authority to approve subsequent Amendments to the Agreement for BDEMS/10 for backflow testing, repair and replacement services; authority to approve increases to the purchase order for any Amendment to the Agreement for BDEMS/10 for a sum of up to a not-to-exceed (NTE) amount of $50,000.00; and authority to approve related budget adjustments for additional backflow replacements, testing and repairs, that may be necessary through the remainder of the 2012/13 fiscal year.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services. Zone E (extensive landscape maintenance), provides landscape maintenance services at full or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 Stoneridge Ranch), E-14 Mahogany Fields, E-15 (Celebration), E-16 (Shadow Mountain) and the NPDES water quality basins.

Maintenance provided to the CSD landscaped areas and NPDES water quality basins is performed via contract services by professionally licensed and insured contractors who perform landscape or specialty maintenance services. Landscape related specialty service agreements include such services as backflow testing, repair and replacement, which are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement ("Agreement").

The Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. "Base services" includes testing of the backflow devices.

"Additional work" is unanticipated, extra services that may be required and includes repair and replacement of backflow devices, as allowed per the Agreement or as provided in a supplementary proposal for specialty services. While efforts are made to anticipate additional, unexpected or emergency work at the beginning of a contracting term, extra work and/or unexpected occurrences can necessitate the Agreement to be amended to include costs associated with any added additional work that may be required prior to the end of the term of the Agreement.

DISCUSSION

Amendments

The Agreement for BDEMS/10, as extended for FY 2012/13, was authorized in the NTE amount of $34,240.00 ($4,240.32 for base maintenance services, $30,000.00 for additional work) for FY 2012/13.

The First Amendment to the Agreement for BDEMS/10 ("First Amendment") increased the NTE amount of the Agreement from $34,240.00 to $63,680.10 for an increase of $29,440.10 in additional work as a result of some 20 thefts of backflow devices throughout various CSD and NPDES landscaped areas. The First Amendment was entered into in February of 2013.

A Second Amendment to the Agreement for BDEMS/10 ("Second Amendment") further increased the NTE amount of the Agreement as extended for BDEMS/10. The amount of the Agreement increased from $63,680.10 to $93,273.56 for an increase of $29,593.46 in additional work, resulting from some 20 thefts and 3 attempted thefts of backflow equipment within the CSD and NPDES landscape maintenance areas. The Second Amendment was entered into in April of 2013.

A Third Amendment to the Independent Contractor Agreement ("Third Amendment") is being requested for backflow repairs and replacements to increase the NTE contract amount from $93,273.56 to $109,026.44, an increase of $15,752.88 to accommodate the most recent repairs and replacements of an additional nine stolen backflow devices.

Since December of 2012, thefts of backflow devices has accounted for some fifty-two (52) unanticipated repairs and/or replacements of damaged or stolen backflows in CSD landscaped areas and City maintained water quality basin locations. Backflows are required to prevent contamination of the water tables. Their replacement is of an emergency nature due to the public health and safety for potential water contamination, potential EMWD fines, and an impact to existing landscaping due to no irrigation.

Budget Adjustment

In addition to replants and replacement of irrigation parts, replacement and repair of backflows are paid from the additional work budget. The budgets for landscape zones affected by emergency repairs and replacements of the backflows have been able to absorb the unanticipated expenses, with the exception of Zone D and Zone E-14.

For Zone D, the additional work budget was approved at $18,500.00. A First Amendment included replacement costs for 20 stolen backflow devices of which 10 were from Zone D and were absorbed within the approved budget. The Second Amendment included replacement costs for 20 stolen backflow devices, of which 13 were from Zone D. The increase in replacement costs of $18,562.14 due from Zone D, created a shortfall in the additional work line item by $15,529.18. This Third Amendment includes the emergency replacement costs for an additional 6 backflows

within Zone D at a cost of $10,041.84, increasing the total shortfall in the additional work budget line item to $25,571.02.

The additional work budget for Zone E-14 was originally approved at $700.00. When the First Amendment was entered into, 5 of the 20 stolen backflows were from Zone E-14, which created a shortfall of $6,518.00 within its approved budget for additional work. When the Second Amendment was entered into, replacement costs for an additional 4 stolen backflows increased the shortfall by an additional $5,774.40, bringing the total shortfall to $12,292.40.

Future Authorization

Additionally, the CSD Board is being asked to grant the City Manager authority to approve future Amendments to the Agreement, including authorization to approve increases in the PO and necessary budget adjustments for up to a NTE amount of $50,000 for any additional backflow services required in the CSD landscaped or NPDES water quality basin landscaped areas where backflows devices may be stolen or damaged for the balance of the 2012/13 fiscal year.

ALTERNATIVES

1. Approve the Third Amendment to the Agreement with E. R. Block Plumbing, Inc. in the form attached hereto to provide necessary testing, repair and replacement services of the back flow devices, authorize the City Manager to execute said Third Amendment to the Agreement with E. R. Block Plumbing, Inc., and authorize an increase in the purchase order to E. R. Block Plumbing, Inc. in the amount of $15,752.88; authorize the City Manager to approve the budget adjustments for CSD Zone D in the amount of $25,571.02 and for CSD Zone E in the amount of $12,292.40 for backflow testing, repair and replacement services; and authorize the City Manager to have authority to approve subsequent Amendments to the Agreement for BDEMS/10, have the authority to approve increases to the purchase order for any Amendment to the Agreement for BDEMS/10, and make any budget adjustments that may be necessary for a sum of up to a not to exceed amount of $50,000.00 for additional backflow replacements, testing and repairs that may be necessary through the remainder of the 2012/13 fiscal year. *By selecting this alternative the CSD Board will prevent interruptions in providing necessary irrigation services and allow for funding of the additional backflow work to be performed within those CSD landscaped service areas for the 2012/13 fiscal year.*

2. Do not approve the Third Amendment to the Agreement with E. R. Block Plumbing, Inc. in the form attached hereto for backflow testing, repair and replacement services for continuation of landscape maintenance related services; do not authorize the City Manager to execute said Third Amendment to the Agreement with E. R. Block Plumbing, Inc.; do not authorize an increase in the purchase order to E. R. Block Plumbing Inc., in the amount of $15,752.88; do not authorize the City Manager to approve the budget adjustments for CSD Zone D in the amount of $25,571.02 and for CSD Zone E in the amount of $12,292.40 for backflow testing, repair and

replacement services; and do not authorize the City Manager to have authority to approve subsequent Amendments to the Agreement for BDEMS/10 and have the authority to approve increases to the purchase order, nor make any budget adjustments that may be necessary to the Amendment to the Agreement for BDEMS/10 for a sum of up to a not to exceed amount of $50,000.00 for additional backflow replacements, testing and repairs that may be necessary through the remainder of the 2012/13 fiscal year. *By selecting this alternative, the CSD Board may allow for a lapse in necessary additional maintenance services to be in each of the landscaped areas for backflow testing, repair and replacement services. Additionally, if the budget adjustment is not approved, funding to pay for the necessary emergency backflow replacements/repairs and testing will be deficient. Not authorizing the City Manager to approve additional Amendments to the Agreement or changes to the PO for future backflow repair/replacement and testing as a result of thefts of backflow devices for the remainder of the 2012/13 fiscal year could result in further deficiencies in compensating for backflow repair, replacement and testing services.*

FISCAL IMPACT

CSD Zones are funded through a property owner approved parcel charge, which is levied and collected on the property tax bills to pay for landscape maintenance and landscape maintenance related services. **These actions will not impact the City's General Fund.**

The following table represents the Adjustments to be made in the General Ledger Accounts to the Zone D & E budgets to accommodate the Amendment to the Agreement for BDEMS/10 backflow testing, repair, and replacement services.

Contractor	GL Account	Zone	Base Agreement Amount	2012/13 Additional Work Agreement Amount	2012/13 Agreement Total	2012/13 Adjustments	2012/13 Amended Agreement Total
E. R. Block Plumbing, Inc.	5111-30-79-25704-630332	D				$ 10,041.84	
	5013-30-79-25706-630332	E-1				$ 1,903.68	
	5013-30-79-25708-630332	E-2				$ 1,903.68	
	5013-30-79-25717-630332	E-15				$ 1,903.68	
	Backflow Agreement Total		$ 4,240.00	$ 89,033.56	$ 93,273.56	$ 15,752.88	$ 109,026.44

Budget Adjustment – Backflows:

Thefts of backflow devices have caused expenses for backflow testing and repair services to significantly increase, impacting Zone D and Zone E budgets for backflow expenditures. Due to these significant increased costs, a budget adjustment is necessary. The amount needed for the budget adjustment will come from Zone D and Zone E fund balances, which can accommodate these budget adjustments. The table

below represents the breakdown of the total budget adjustments needed in the amount of $37,863.42. All other CSD Zones that receive maintenance of the backflows have sufficient funding budgeted to accommodate added repair, replacement and testing services for FY 2012/13.

Service Area (Zone)	Contractor	GL Account Number	2012/13 Backflow Budget Amount	2012/13 Unanticipated Backflow Costs	2012/13 Budget Adjustment Required
Zone D	E. R. Block Plumbing, Inc.	5111-30-79-25704-630332	$ 18,500.00	$ 44,071.02	$ 25,571.02
Zone E-14	E. R. Block Plumbing, Inc.	5013-30-79-25716-630332	$ 700.00	$ 12,992.40	$ 12,292.40
			Totals	$ 57,063.42	$ 37,863.42

Additionally, the CSD Board is being asked to grant the City Manager authority to approve future Amendments to the Agreement for BDEMS/10 including authorization of budget adjustments up to a NTE amount of $50,000 to be used for replacement, repair, and testing costs for additional backflows devices that are stolen or damaged for the remainder of the 2012/13 fiscal year. This amount would be allocated from existing CSD fund balances.

CITY COUNCIL GOALS

Public Safety:

Approval of the Third Amendment to the Agreement for BDEMS/10 will allow for necessary repairs and replacement of backflow devices to help insure cleanliness and safety of the water available to the City for use.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1 – Third Amendment to the Agreement for BDEMS/10

Attachment 2 – Second Amendment to the Agreement for BDEMS/10

Attachment 3 – First Amendment to the Agreement for BDEMS/10

Attachment 4 – Agreement for BDEMS/10 for FY 2010/11, Extensions to the Agreement for BDEMS/10 for FY 2010/11, 2011/12, and 2012/13

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00200945

THIRD AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT MORENO VALLEY COMMUNITY SERVICES DISTRICT BACKFLOW TESTING SERVICES

PROJECT & RFP NO. BDEMS/10

This Third Amendment to the Independent Contract Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT (CSD), a municipal corporation, hereinafter referred to as "CSD," and E. R. Block Plumbing, Inc., a California Corporation hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for PROJECT & RFP NO. BDEMS/10, hereinafter referred to as "Agreement," dated June 3, 2010; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform backflow testing and repair services throughout various CSD Zones as identified in the Agreement; and,

WHEREAS, an extension agreement was entered into on June 8, 2011, for the 2011/12 fiscal year ("FY"), the "First Extension Agreement"; and,

WHEREAS, an extension agreement was entered into on July 2, 2012, for the 2012/13 FY, the "Second Extension Agreement"; and,

WHEREAS, the Contractor has continued to perform satisfactorily to provide backflow testing and repair services; and,

WHEREAS, the Agreement allows for additional work to be performed at the rates as listed on Exhibit E, Additional Work Price List, page 59 of the Agreement; and,

WHEREAS, the estimated cost of providing services in accordance with the Second Extension Agreement was based upon a Not-to-Exceed (NTE) amount of $34,240.00 ($4,240.00 for base and $30,000.00 for additional work); and,

WHEREAS, a First Amendment to the Agreement, as extended under the Second Extension Agreement hereinafter referred to as ("First Amended Agreement") was entered into on February 19, 2013 to increase the NTE amount of the Agreement from $34,240.00 to $63,680.10 (an increase of $29,440.10) to cover additional services associated with the necessary replacement of stolen backflow devices; and,

WHEREAS, a Second Amendment to the Amended Agreement was entered into on April 2, 2013 to increase the NTE amount of the First Amended Agreement from $63,680.10 to $93,273.56 (an increase of $29,593.46) to cover additional services associated with the necessary replacement of stolen backflow devices; and

WHEREAS, it is desirable to amend the Second Amended Agreement as extended to increase the NTE amount from $93,273.56 ($4,240.00 for base and $89,033.56 for additional work), to $109,026.44 for which the added cost of $15,752.88 for additional work is to accommodate the necessary labor and materials costs associated with the replacement of stolen and repair of existing backflow devices, located within the various landscape Zones and NPDES areas as identified on Exhibit A, and incorporated herein; and,

WHEREAS, the Contractor has submitted written proposals for each area where the added work is required for estimated replacement and actual repair costs of $15,752.88, copies of which are attached as Exhibit "B" to this Third Amendment, and incorporated herein by this reference.

THIRD AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
BACKFLOW TESTING SERVICES
PROJECT & RFP NO. BDEMS/10

SECTION 1.1 AMENDMENT to the EXTENSION AGREEMENT:

1.1 Amend the Additional Work Amount of the Amended Agreement, Section 4, from the NTE amount of $89,033.56 to $104,786.44 to accommodate the labor and material costs for certain repairs and replacement of necessary stolen irrigation equipment, as more specifically described on Exhibit "B" attached hereto this Third Amendment for a total NTE amount of $109,026.44 ($4,240.00 for base and $104,786.44 for additional work).

SECTION 2. AGREEMENT

2.1 Except as otherwise specifically provided in this Third Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

THIRD AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
BACKFLOW TESTING SERVICES
PROJECT & RFP NO. BDEMS/10

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District

Date: _____

Contractor: E. R. Block Plumbing, Inc.

By: _____
Title: (President or Vice President)

Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: _____

Affix Corporate Seal Below
(If applicable)

FY 2012/13
Estimated Backflow Service Costs

	Testing (6261)			Additional Services				
Zone	Cost per test	# of Backflows	Total Annual Cost	Testing (6261)	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D	$ 20.00	120	$ 2,400.00	$ -	$ 4,600.00	$ 4,000.00	$ 8,600.00	$ 11,000.00
M	$ 20.00	26	$ 520.00	$ -	$ 600.00	$ 1,600.00	$ 2,200.00	$ 2,720.00
S	$ 20.00	4	$ 80.00	$ -	$ 900.00	$ 800.00	$ 1,700.00	$ 1,780.00
E-1	$ 20.00	14	$ 280.00	$ -	$ 300.00	$ 1,600.00	$ 1,900.00	$ 2,180.00
E-1A	$ 20.00	2	$ 40.00	$ -	$ 1,200.00	$ 900.00	$ 2,100.00	$ 2,140.00
E-2	$ 20.00	24	$ 480.00	$ -	$ 900.00	$ 1,600.00	$ 2,500.00	$ 2,980.00
E-3	$ 20.00	7	$ 140.00	$ -	$ 600.00	$ 1,600.00	$ 2,200.00	$ 2,340.00
E-3A	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-4	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-4A	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-7	$ 20.00	3	$ 60.00	$ -	$ 900.00	$ 800.00	$ 1,700.00	$ 1,760.00
E-8	$ 20.00	1	$ 20.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,120.00
E-12	$ 20.00	2	$ 40.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,140.00
E-14	$ 20.00	3	$ 60.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,160.00
E-15	$ 20.00	1	$ 20.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,120.00
E-16	$ 20.00	5	$ 100.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,200.00
NPDES	$ 20.00	25	$ -	$ 500.00	$ 300.00	$ 800.00	$ 1,100.00	$ 1,600.00
			$ 4,240.00	$ 500.00	$ 11,800.00	$ 17,700.00	$ 29,500.00	$ 34,240.00

	Added Additional Services			
Zone	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
16769	$ 450.00	$ 1,453.68	$ 1,903.68	
20404	$ 450.00	$ 710.64	$ 1,160.64	
20715	$ 450.00	$ 1,248.48	$ 1,698.48	
22277	$ 450.00	$ 1,453.68	$ 1,903.68	
24721	$ 450.00	$ 993.60	$ 1,443.60	
30027	$ 225.00	$ 642.60	$ 867.60	
30967	$ 450.00	$ 993.60	$ 1,443.60	
31269	$ 450.00	$ 1,248.48	$ 1,698.48	
31284	$ 450.00	$ 1,453.68	$ 1,903.68	
32625	$ 450.00	$ 993.60	$ 1,443.60	$ 15,467.04
E-3	$ 450.00	$ 993.60	$ 1,443.60	$ 1,443.60
E-14	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	$ 7,218.00
M	$ 450.00	$ 1,453.68	$ 1,903.68	
	$ 450.00	$ 710.64	$ 1,160.64	$ 3,064.32
NPDES	$ 450.00	$ 710.64	$ 1,160.64	
	$ 357.50	$ 729.00	$ 1,086.50	$ 2,247.14
* Includes tax on material parts		First Amendment Costs		$ 29,440.10
		Total Original Agreement & First Amendment Costs		$ 63,680.10

	Added Additional Services			
Zone	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
33256	$ 450.00	$ 710.64	$ 1,160.64	
31591	$ 450.00	$ 993.60	$ 1,443.60	
22276	$ 450.00	$ 1,453.68	$ 1,903.68	
22277	$ 450.00	$ 1,453.68	$ 1,903.68	
21597	$ 450.00	$ 1,453.68	$ 1,903.68	
21113	$ 450.00	$ 1,453.68	$ 1,903.68	
20404	$ 450.00	$ 993.60	$ 1,443.60	
30967	$ 450.00	$ 993.60	$ 1,443.60	
20660	$ 450.00	$ 993.60	$ 1,443.60	
19799	$ 450.00	$ 710.64	$ 1,160.64	
20525	$ 450.00	$ 993.60	$ 1,443.60	
31424	$ 450.00	$ 710.64	$ 1,160.64	
13576/19080/19081	$ 112.50	$ 135.00	$ 247.50	$ 18,562.14
E-1	$ 200.00	$ 216.00	$ 416.00	$ 416.00
E-3	$ 450.00	$ 1,453.68	$ 1,903.68	$ 1,903.68
E-14	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	$ 5,774.40
M	$ 112.50	$ 54.00	$ 166.50	$ 166.50
NPDES	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 710.64	$ 1,160.64	
	$ 112.50	$ 54.00	$ 166.50	$ 2,770.74
* Includes tax on material parts		Second Amendment Costs		$ 29,593.46
		Total Orginal Agreement, First and Second Amendment Costs		$ 93,273.56

Zone	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
16769	$ 450.00	$ 1,453.68	$ 1,903.68	
16769 [1]	$ 450.00	$ 993.60	$ 1,443.60	
19852	$ 450.00	$ 1,453.68	$ 1,903.68	
20525	$ 450.00	$ 993.60	$ 1,443.60	
22371	$ 450.00	$ 1,453.68	$ 1,903.68	
27256	$ 450.00	$ 993.60	$ 1,443.60	$ 10,041.84
E-1	$ 450.00	$ 1,453.68	$ 1,903.68	$ 1,903.68
E-2	$ 450.00	$ 1,453.68	$ 1,903.68	$ 1,903.68
E-15	$ 450.00	$ 1,453.68	$ 1,903.68	$ 1,903.68
* Includes tax on material parts		Third Amendment Costs		$ 15,752.88
		Total Orginal Agreement, First, Second and Third Amendment Costs		$ 109,026.44

[1] Second loction

Item No. B.3

D 16769

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 1

Proposal submitted to: city of moreno valley	Date: 3-2-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: EUCALYPTUS / PEPPER BUSH	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 1/2 INCH BACKFLOW.

PARTS 1,346.00

TAX 107.68

LABOR 450.00

TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature: _____

EXHIBIT B

Item No. B.3

MV00200951

D Tr. 1699

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #

Proposal submitted to: city of moreno valley	Date: 3-8-13
Address: 14325 frederick st ste 9	Phone: 4-9-13
City, State, Zip Code moreno valley ca 92552	
Job location: EUCALYPTUS / Nine Brk	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1½ INCH BACKFLOW.

PARTS 920.00

TAX 73.60

LABOR 450.00

TOTAL 1443.60

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature: _____

Qu. 1853

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: Cotton wood / Bunny Pass	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW

PARTS 1,346.00

TAX 107.68

LABOR 450.00

TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Item No. B.3

$1903.68

D. 20525
K.

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #7

Proposal submitted to: city of moreno valley	Date: 3-27-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: e Eucalyptus / Motecito	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature _____
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 1/2 INCH BACKFLOW.

PARTS 920.00

TAX 73.60

LABOR 450.00

TOTAL 1,443.60

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

D 2371

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #3

Proposal submitted to: city of moreno valley	Date: 3-2-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: Kitching / Atwood	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature _____
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW.

PARTS 1,346.00

TAX 107.68

LABOR 450.00

TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature: _____

1903.68

P. 27526
Tr. 2

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #

Proposal submitted to: city of moreno valley	Date: 8-5-13
Address: 14325 frederick st ste 9	Phone: 4-9-13
City, State, Zip Code moreno valley ca 92552	
Job location: LASSIE / MATE NMA	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 1/2 INCH BACKFLOW.

PARTS 920.00

TAX 73.60

LABOR 450.00

TOTAL 1,443.60

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: EL SWORTH / BRACOA	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW.

PARTS 1,346.00

TAX 107.68

LABOR 450.00

TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature: _____

1903.68

E-2

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #

Proposal submitted to: city of moreno valley	Date: ~~3-5-13~~
Address: 14325 frederick st ste 9	Phone: 4-9-13
City, State, Zip Code moreno valley ca 92552	
Job location: CARTAGENA / MORAIRA	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW.

PARTS 1,346

TAX 107.68

LABOR 450.00

TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

E-15

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 2

Proposal submitted to: city of moreno valley	Date: 3-27-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: Nason / Delphinium	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature Dalm
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW.

PARTS 1,346.00

TAX 107.68

LABOR 450.00

TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature: _____

1903.68

SECOND AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT BACKFLOW TESTING SERVICES

PROJECT & RFP NO. BDEMS/10

This Second Amendment to the Independent Contract Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT (CSD), a municipal corporation, hereinafter referred to as "CSD," and E. R. Block Plumbing, Inc., a California Corporation hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for PROJECT & RFP NO. BDEMS/10, hereinafter referred to as "Original Agreement," dated June 3, 2010; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform backflow testing and repair services throughout various CSD Zones as identified in the Original Agreement; and,

WHEREAS the contractor has continued to perform satisfactorily to provide backflow testing and repair services and has been granted annual extensions to the Agreement, in accordance with the terms of the Agreement, which most recently was approved on July 2, 2012, for the contract term of July 1, 2012 to June 30, 2013; and,

WHEREAS, the Original Agreement allows for additional work to be performed at the rates as listed on Exhibit E, Additional Work Price List, page 59 of the Agreement; and,

WHEREAS, the estimated cost of providing services for the 2012/13 fiscal year was based upon a Not-to-Exceed (NTE) amount of $34,240.00 ($4,240.00 for base and $30,000.00 for additional work); and,

WHEREAS a First Amendment to the Original Agreement, as extended hereinafter referred to as ("Amended Agreement") was entered into on February 19, 2013 to increase the

NTE amount of the Agreement from $34,240.00 to $63,680.10 (an increase of $29,440.10) to cover additional services associated with the necessary replacement of stolen backflow devices; and,

WHEREAS it is desirable to amend the Original Agreement as extended a second time to increase the NTE amount of the Amended Agreement from $63,680.10 ($4,240.00 for base and $59,440.10 for additional work), to $93,273.56 for which the added cost of $29,593.46 for additional work is to accommodate the necessary labor and materials costs associated with the replacement of stolen and repair of existing backflow devices, located within the various landscape Zones and NPDES areas as identified on Exhibit A, and incorporated herein; and,

WHEREAS, the Contractor has submitted written proposals for each area where the added work is required for estimated replacement and actual repair costs of $29,593.46, copies of which are attached as Exhibit "B" to this Second Amendment, and incorporated herein by this reference.

SECTION 1.1 AMENDMENT to the EXTENSION AGREEMENT:

1.1 Amend the Additional Work Amount of the Amended Agreement, Section 4, from the NTE amount of $59,440.10 to $89,033.56 to accommodate the labor and material costs for certain repairs and replacement of necessary stolen irrigation equipment, as more specifically described on Exhibit "B" attached hereto this Second Amendment.

SECTION 2. AGREEMENT

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

SECOND AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
BACKFLOW TESTING SERVICES
PROJECT & RFP NO. BDEMS/10

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: Michelle Dawson
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District
Date: 4/2/13

Contractor

By: Stacy Ross
Title: (President or Vice President)
Date: 3-21-13

By:
Title: Corporate Secretary or Assistant Secretary
(If applicable)
Date:

Affix Corporate Seal Below
(If applicable)

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

Suzanne Bryant
City Attorney

3-28-13
Date

RECOMMENDED FOR APPROVAL:

Richard Teichert
Department Head

4/1/13
Date

Item No. B.3

FY 2012/13
Estimated Backflow Service Costs

	Testing (6261)			Additional Services				
Zone	Cost per test	# of Backflows	Total Annual Cost	Testing (6261)	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D	$ 20.00	120	$ 2,400.00	$ -	$ 4,600.00	$ 4,000.00	$ 8,600.00	$ 11,000.00
M	$ 20.00	26	$ 520.00	$ -	$ 600.00	$ 1,600.00	$ 2,200.00	$ 2,720.00
S	$ 20.00	4	$ 80.00	$ -	$ 900.00	$ 800.00	$ 1,700.00	$ 1,780.00
E-1	$ 20.00	14	$ 280.00	$ -	$ 300.00	$ 1,600.00	$ 1,900.00	$ 2,180.00
E-1A	$ 20.00	2	$ 40.00	$ -	$ 1,200.00	$ 900.00	$ 2,100.00	$ 2,140.00
E-2	$ 20.00	24	$ 480.00	$ -	$ 900.00	$ 1,600.00	$ 2,500.00	$ 2,980.00
E-3	$ 20.00	7	$ 140.00	$ -	$ 600.00	$ 1,600.00	$ 2,200.00	$ 2,340.00
E-3A	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-4	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-4A	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-7	$ 20.00	3	$ 60.00	$ -	$ 900.00	$ 800.00	$ 1,700.00	$ 1,760.00
E-8	$ 20.00	1	$ 20.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,120.00
E-12	$ 20.00	2	$ 40.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,140.00
E-14	$ 20.00	3	$ 60.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,160.00
E-15	$ 20.00	1	$ 20.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,120.00
E-16	$ 20.00	5	$ 100.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,200.00
NPDES	$ 20.00	25	$ -	$ 500.00	$ 300.00	$ 800.00	$ 1,100.00	$ 1,600.00
			$ 4,240.00	$ 500.00	$ 11,800.00	$ 17,700.00	$ 29,500.00	$ 34,240.00

	Added Additional Services			
Zone				
D	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
16769	$ 450.00	$ 1,453.68	$ 1,903.68	
20404	$ 450.00	$ 710.64	$ 1,160.64	
20715	$ 450.00	$ 1,248.48	$ 1,698.48	
22277	$ 450.00	$ 1,453.68	$ 1,903.68	
24721	$ 450.00	$ 993.60	$ 1,443.60	
30027	$ 225.00	$ 642.60	$ 867.60	
30967	$ 450.00	$ 993.60	$ 1,443.60	
31269	$ 450.00	$ 1,248.48	$ 1,698.48	
31284	$ 450.00	$ 1,453.68	$ 1,903.68	
32625	$ 450.00	$ 993.60	$ 1,443.60	$ 15,467.04
E-3	$ 450.00	$ 993.60	$ 1,443.60	$ 1,443.60
E-14	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	$ 7,218.00
M	$ 450.00	$ 1,453.68	$ 1,903.68	
	$ 450.00	$ 710.64	$ 1,160.64	$ 3,064.32
NPDES	$ 450.00	$ 710.64	$ 1,160.64	
	$ 357.50	$ 729.00	$ 1,086.50	$ 2,247.14
* Includes tax on material parts			First Amendment Costs	$ 29,440.10
			Total Original Agreement & First Amendment Costs	$ 63,680.10

	Added Additional Services			
Zone				
D	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
33256	$ 450.00	$ 710.64	$ 1,160.64	
31591	$ 450.00	$ 993.60	$ 1,443.60	
22276	$ 450.00	$ 1,453.68	$ 1,903.68	
22277	$ 450.00	$ 1,453.68	$ 1,903.68	
21597	$ 450.00	$ 1,453.68	$ 1,903.68	
21113	$ 450.00	$ 1,453.68	$ 1,903.68	
20404	$ 450.00	$ 993.60	$ 1,443.60	
30967	$ 450.00	$ 993.60	$ 1,443.60	
20660	$ 450.00	$ 993.60	$ 1,443.60	
19799	$ 450.00	$ 710.64	$ 1,160.64	
20525	$ 450.00	$ 993.60	$ 1,443.60	
31424	$ 450.00	$ 710.64	$ 1,160.64	
13576/19080/19081	$ 112.50	$ 135.00	$ 247.50	$ 18,562.14
E-1	$ 200.00	$ 216.00	$ 416.00	$ 416.00
E-3	$ 450.00	$ 1,453.68	$ 1,903.68	$ 1,903.68
E-14	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	$ 5,774.40
M	$ 112.50	$ 54.00	$ 166.50	$ 166.50
NPDES	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 710.64	$ 1,160.64	
	$ 112.50	$ 54.00	$ 166.50	$ 2,770.74
* Includes tax on material parts			Second Amendment Costs	$ 29,593.46
			Total Orginal Agreement, First and Second Amendment Costs	$ 93,273.56

Exhibit A

Item No. B.3

D
Tr. 33256

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 512

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: FIR ST TR 33256	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature _____
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 INCH BACKFLOW.

PARTS 658.00

TAX 52.64

LABOR 450.00

TOTAL 1160.64

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Item No. B.3

D
Tr. 31591

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # S 6

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: Morrison / eccaypus	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature _____ DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 1/2 INCH BACKFLOW.

PARTS 920.00

TAX 73.60

LABOR 450.00

TOTAL 1,443.60

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

D
Tr. 22276

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 59

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: FIR / Morrison	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature _____
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW.

PARTS 1,346.00

TAX 107.68

LABOR 450.00

TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

D
Tr. 22277

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 514

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: NW/CORNER FIR AND MORRISON	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature _____
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW.

PARTS 1,346.00

TAX 107.68

LABOR 450.00

TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Item No. B.3

O
TI. 21597

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 57

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: ON CACTUS / KITCHING	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW.

PARTS 1,346.00

TAX 107.68

LABOR 450.00

TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

0
Tr. 2113

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 5 1

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: INDIAN / SUPERIOR	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature _____
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW.

PARTS 1,346.00

TAX 107.68

LABOR 450.00

TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Item No. B.3

D
Tr. 20404

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # S3

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: KRAMERIA / WIND BREAK	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature _____
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1½ INCH BACKFLOW.

PARTS 920.00

TAX 73.60

LABOR 450.00

TOTAL 1,443.60

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

D.
TR. 30967

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 52

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: KRAMERIA / ORIN	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature Dal
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1½ INCH BACKFLOW.

PARTS 920.00

TAX 73.60

LABOR 450.00

TOTAL 1,443.60

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Item No. B.3

D
Tr. 20660

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 54

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: KITCHING / LURIN	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 1/2 INCH BACKFLOW.

PARTS 920.00

TAX 73.60

LABOR 450.00

TOTAL 1,443.60

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

D
Tr. 19799

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 518

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: Kitching / Wedmore	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 INCH BACKFLOW.

PARTS 658.00

TAX 52.64

LABOR 450.00

TOTAL 1,160.64

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Item No. B.3

Proposal

D
Tr. 20535

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # S 17

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: EL CAMINO / LASSELLE	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature _____
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 1/2 INCH BACKFLOW.

PARTS 920.00
TAX 73.60
LABOR 450.00
TOTAL 1,443.60

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Item No. B.3

O
Tr. 31424

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 5 5

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: EUCALYPTUS / AT DEAD END OFF REDLANDS	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 INCH BACKFLOW.

PARTS 658.00

TAX 52.64

LABOR 450.00

TOTAL 1,160.64

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Item No. B.3

PROMPT PROFESSIONAL SERVICE

E.R. BLOCK PLUMBING, INC.

10910 HOLE AVE., RIVERSIDE, CALIFORNIA 92505
PHONE (951) 687-4011 FAX (951) 687-0801
SAN BERNARDINO PHONE (909) 889-5457
CA STATE CONT. LIC. # 675567

INVOICE NUMBER	111698
INVOICE DATE	2/15/13
REFERENCE	118647

D
Tr. 13576/19080/19081

SERVICE ADDRESS:
CITY OF MORENO VALLEY
22894 IRONWOOD AVE
MORENO VALLEY, CA 92557

A FINANCE CHARGE 1.5% PER MONTH WILL BE ADDED TO YOUR ACCOUNT IF THE BALANCE IS NOT PAID IN FULL BY THE 10TH OF THE FOLLOWING MONTH AFTER BILLING DATE

BILL TO:
CITY OF MORENO VALLEY-CSD
ATTN DAN MONTO
14177 FREDERICK ST.
MORENO VALLEY, CA 925539014

PURCHASE ORDER NO.	CUST. NO	SLSMN	TERMS	TAX CD	LOC	SHIP VIA	SHIP DATE
2013-00000963	13348	3	1 NET 30		1		

PART NO.	DESCRIPTION	QTY. BILLED	PRICE	N	EXTENSION
WO #: 111698	TECHNICIAN: 57				
M	REPAIR KIT	1.00	125.00		125.00
L	LABOR	1.00	112.50		112.50

2013 FEB 19 PM 1:49
CITY OF MORENO VALLEY SPECIAL DISTRICTS

SUB TOTAL	SALES TAX	FREIGHT	TOTAL
237.50	10.00		247.50

Item No. B.3

MV00200976

Proposal

E-1

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 519

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: Elsworth / Dracaea	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW RISER ONLY

PARTS 200.00

TAX 16.00

LABOR 225.00

TOTAL 441.00

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Item No. B.3

E-3

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 513

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: Kitching / KRAMERIA	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW.

PARTS 1,346.00

TAX 107.68

LABOR 450.00

TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

E-14

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 56

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: ALESSANDRO / MORRISON	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 1/2 INCH BACKFLOW.

PARTS 920.00

TAX 73.60

LABOR 450.00

TOTAL 1443.60

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

E-111

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 58

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: MORRISON / BAY	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 1/2 INCH BACKFLOW.

PARTS 920.00

TAX 73.60

LABOR 450.00

TOTAL 1,443.60

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E-14

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 517

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: Cotton wood And morrison	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1½ INCH BACKFLOW.

PARTS 920.00

TAX 73.60

LABOR 450.00

TOTAL 1,443.60

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Item No. B.3

Proposal

E-14

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 515

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: ALESSANDRO / MORRISON	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 1/2 INCH BACKFLOW.

PARTS 920.00

TAX 73.60

LABOR 450.00

TOTAL 1,443.60

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

WQB
Tr. 33437

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 511

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: Rio Bravo TR 33437	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature _____
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 INCH BACKFLOW.

PARTS 658.00

TAX 52.64

LABOR 450.00

TOTAL 1,160.64

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

WOB Tr. 31269

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 516

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: ALESSANDRO / MORRISON Second Device on same corner	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature _____
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1½-INCH BACKFLOW.

PARTS 920.00

TAX 73.60

LABOR 450.00

TOTAL 1443.60

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

PROMPT PROFESSIONAL SERVICE

E.R. BLOCK PLUMBING, INC.

10910 HOLE AVE., RIVERSIDE, CALIFORNIA 92505
PHONE (951) 687-4011 FAX (951) 687-0801
SAN BERNARDINO PHONE (909) 889-5457
CA STATE CONT. LIC. # 675567

INVOICE NUMBER	111696
INVOICE DATE	2/15/13
REFERENCE	118645

WOB
TR. 33437

SERVICE ADDRESS:
CITY OF MORENO VALLEY
RIO BRAVO
MORENO VALLEY, CA 92557

A FINANCE CHARGE 1.5% PER MONTH WILL BE ADDED TO YOUR ACCOUNT IF THE BALANCE IS NOT PAID IN FULL BY THE 10TH OF THE FOLLOWING MONTH AFTER BILLING DATE

BILL TO:
CITY OF MORENO VALLEY-CSD
ATTN DAN MONTO
14177 FREDERICK ST.
MORENO VALLEY, CA 925539014

PURCHASE ORDER NO.	CUST NO.	SLSMN	TERMS	TAX CD	LOC	SHIP VIA	SHIP DATE
2013-00000963	133483		1 NET 30		1		

PART NO.	DESCRIPTION	QTY BILLED	PRICE	N	EXTENSION
WO #: 111696	TECHNICIAN: 57				
M	REPAIR KIT	1.00	50.00		50.00
L	LABOR	1.00	112.50	*	112.50

2013 FEB 19 PM 1:49
CITY OF MORENO VALLEY
SPECIAL DISTRICTS

SUB-TOTAL	SALES TAX	FREIGHT	TOTAL
162.50	4.00		166.50

Item No. B.3

MV00200985

PROMPT PROFESSIONAL SERVICE

E.R. BLOCK PLUMBING, INC.

10910 HOLE AVE., RIVERSIDE, CALIFORNIA 92505
PHONE (951) 687-4011 FAX (951) 687-0801
SAN BERNARDINO PHONE (909) 889-5457
CA STATE CONT. LIC. # 675567

INVOICE NUMBER	111697
INVOICE DATE	2/15/13
REFERENCE	118646

SERVICE ADDRESS:
CITY OF MORENO VALLEY
ALESSANDRO BLVD
MORENO VALLEY, CA 92557

Zone M

A FINANCE CHARGE 1.5% PER MONTH WILL BE ADDED TO YOUR ACCOUNT IF THE BALANCE IS NOT PAID IN FULL BY THE 10TH OF THE FOLLOWING MONTH AFTER BILLING DATE

BILL TO:
CITY OF MORENO VALLEY-CSD
ATTN DAN MONTO
14177 FREDERICK ST.
MORENO VALLEY, CA 925539014

PURCHASE ORDER NO	CUST NO	SLSMN	TERMS	TAX CD	LOC	SHIP VIA	SHIP DATE
2013-00000963	133483		1 NET 30		1		

PART NO	DESCRIPTION	QTY BILLED	PRICE	N	EXTENSION
WO #: 111697	TECHNICIAN: 57				
M	REPAIR KIT	1.00	50.00		50.00
L	LABOR	1.00	112.50	*	112.50

CITY OF MORENO VALLEY SPECIAL DISTRICTS
2013 FEB 19 PM 1:49

SUB-TOTAL		SALES TAX	FREIGHT	TOTAL
162.50		4.00		166.50

Item No. B.3

MV00200986

ERBLO-2 OP ID: SG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/28/13

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

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

PRODUCER
Alliant Insurance Services,Inc
(Lic-0C36861)
735 Carnegie Drive, Ste 200
San Bernardino, CA 92408
Chuck Shanklin, CIC
909-886-9861
909-886-2013

CONTACT NAME: Kennail Goad
PHONE (A/C, No, Ext): 909-474-8770 FAX (A/C, No): 909-886-2013
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Golden Eagle Insurance Corp A(XV) A	10836
INSURER B: Preferred Employers Insurance A+(XV) A	10900
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
E R Block Plumbing
10910 Hole Avenue
Riverside, CA 92505

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		CBP8429805	03/01/13	03/01/14	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X		BA8830628	03/01/13	03/01/14	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WKN10325513	09/01/12	09/01/13	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Property Section Special Form R/C			CBP8429805	03/01/13	03/01/14	See below	if applies

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

All Plumbing opertions pertaining to named insured for certholder. the City of Moreno Valley and the Moreno Valley Community Services District & Redevelopment Ageny of Moreno Valley are add'l insd as respects gen'l liab per GECG602 09/04; add'l insd as respects auto liab per GECA701 01/07.

Approved
SMB 3-28-13
By Date

CERTIFICATE HOLDER

CIMOR02

City of Moreno Valley
Public Works Dept
Spec Districts Admin
P O Box 1440
Moreno Valley, CA 92338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Chuck Shanklin

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Policy No: CBP8429805

COMMERCIAL LIABILITY GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

2. Exclusions
   Item 2.g. 2) is replaced with the following:
   2.g. 2) A watercraft you do not own that is:
   a) less than 50 feet long; and
   b) Not being used to carry persons or property for a charge.
   Item 2.g. 6) is added:
   6) An aircraft in which you have no ownership interest and that you have chartered with crew.

The last paragraph OF 2. Exclusions is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

SECTION I – COVERAGES

COVERAGE C. MEDICAL PAYMENTS

If Medical Payments Coverage is provided under this policy, the following is changed:

3. Limits
   The medical expense limit provided by this policy shall be the greater of:
   a. $10,000; or
   b. The amount shown in the declarations.

Coverage C:. Medical Payments is primary and not contributing with any other insurance, even if that other insurance is also primary.

The following is added:

COVERAGE D. PRODUCT RECALL NOTIFICATION EXPENSES

Insuring Agreement

We will pay "product recall notification expenses" incurred by you for the withdrawal of your products, provided that
a. Such withdrawal is required because of a determination by you during the policy period, that the use or consumption of your products could result in "bodily injury" or "property damage"; and
b. The "product recall notification expenses" are incurred and reported to us during the policy period.

The most we will pay for "product recall notification expenses" during the policy period is $100,000.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

Item b. and d.are replaced with:

b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

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d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to $500 a day because of time off from work.

SECTION II – WHO IS AN INSURED

Item 4. is replaced with:

4. Any subsidiaries, companies, corporations, firms or organizations you acquire or form during the policy period over which you maintain a controlling interest of greater than 50% of the stock or assets, will qualify as a Named Insured if;
   a) you have the responsibility of placing insurance for such entity; and
   b) coverage for the entity is not otherwise more specifically provided, and
   c) the entity is incorporated or organized under the laws of the United States of America.

However, coverage under this provision does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the entity, or "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the entity.

Coverage under the provision is afforded only under the end of the policy period, or the twelve (12) month anniversary of the policy inception date whichever is earlier.

SECTION III – LIMITS OF INSURANCE

Paragraph 2 is amended to include:

The General Aggregate Limit of Insurance applies separately to each "location" owned by you, rented to you, or occupied by you with the permission of the owner.

Paragraph 6 is replaced with the following:

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, or managed by you under a written agreement with the owner, arising out of any one fire, explosion or sprinkler leakage incident.

The Fire Damage Limit provided by this policy shall be the greater of.

a. $500,000 or
b. The amount shown in the Declarations.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

Item 2.a. is replaced with:

2. Duties in the Event of Occurrence, Offense, claim or Suit
   a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the "occurrence", offense, claim or "suit". Knowledge of an "occurrence", offense, claim or "suit" by other employee(s) does not imply you also have such knowledge. To the extent possible, notice to us should include:
      1) How, when and where the "occurrence" or offense took place;
      2) The names and addresses of any injured persons and witnesses; and
      3) The nature and location of any injury or damage arising out of the "occurrence", offense, claim or "suit".

Item 4.b. 1) b) is replaced with:

b. Excess Insurance
   1) b) That is Fire, Explosion or Sprinkler Leakage Insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, or

Item 6. is amended to include:

6. Representations
   2) If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 8 is replaced with:

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8. Transfer of Rights of Recovery Against Others To Us
   a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.
      b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under that written "insured contract" for that person or organization and included in the "products-completed operations hazard".

Item 10. and Item 11. are added:

10. Cancellation Condition

    If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 60 days prior to the effective date of cancellation.

11. Liberalization
    If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

SECTION V – DEFINITIONS

The following definitions are added or changed:

9. "Insured contract"
   a. Is changed to:
   a. A Contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an "insured contract".

23 and 24 are added:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
24. "Product recall notification expenses" means the reasonable additional expenses (including, but not limited to, cost of correspondence, newspaper and magazine advertising, radio or television announcements and transportation cost), necessarily incurred in arranging for the return of products, but excluding costs of the replacement products and the cash value of the damaged products.

The following Provisions are also added to this Coverage Part:

A. ADDITIONAL INSUREDS-BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is not entitled to any notices that we are required to send to the Named Insured and is an additional insured only with respect to liability arising out of.
   a. Your ongoing operations performed for that person or organization; or
   b. Premises or facilities owned or used by you.

With respect to provision 1.a. above, a person's or organization's status as an insured under this endorsement ends when your operations for that person or organization are completed.

With respect to provision 1.b. above, a person's organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises or facilities ends.

2. This endorsement provision A. does not apply:
   a. Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury", "property damage" or "personal and advertising injury",
   b. To "bodily injury" or "property damage" occurring after:
      (1) All work, including materials, parts or equipment furnished in connection with such work, in the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

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(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

c. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(2) Supervisory, inspection, architectural or engineering activities.

d. To "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.

e. To any person or organization included as an insured under provision B. of this endorsement.

f. To any person or organization included as an insured by a separate additional insured endorsement issued by us and made a part of this policy.

B. ADDITIONAL INSURED – VENDORS

Paragraph 2. under SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization (referred to below as "vendor") with whom you agreed, in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions.

1. The insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.

b. Any express warranty unauthorized by you.

c. Any physical or chemical change in the product made intentionally by the vendor.

d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or substitution of parts under instructions from the manufacturer, and then repackaged in the original container.

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations except such operations performed at the vendor's premises in connection with the sale of the product.

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor, or

h. To "bodily injury" or "property damage" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.

2. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

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FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT BACKFLOW TESTING SERVICES

PROJECT & RFP NO. BDEMS/10

This First Amendment to the Independent Contract Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT (CSD), a municipal corporation, hereinafter referred to as "City," and E. R. Block Plumbing, Inc., a California Corporation hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for PROJECT & RFP NO. BDEMS/10, hereinafter referred to as "Agreement," dated June 3, 2010; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform backflow testing and repair services throughout various CSD Zones as identified in the Agreement; and,

WHEREAS, the backflow devices for NPDES are located in Tracts within the boundaries of Zones D, E, M, and S, which require testing and maintenance services as outlined in the Agreement; and,

WHEREAS, the estimated cost of providing those services for the 2012/13 fiscal year are listed on Exhibit "A" of this First Amendment; and,

WHEREAS, the original Agreement allows for additional work to be performed at the rates as listed on Exhibit E, Additional Work Price List, page 59 of the Agreement; and,

WHEREAS the contractor has continued to perform satisfactorily to provide backflow testing and repair services and has been granted extensions to the Agreement; and,

WHEREAS it is desirable to increase the NTE amount of the Extension Agreement dated July 2, 2012, for the contract term of July 1, 2012 to June 30, 2013, from $34,240 ($4,240.00 for base and $30,000.00 for additional work) to $63,680.10 ($4,240.00 for base and $59,440.10 for

additional work), for which the added cost of $29,440.10 in the additional work is to accommodate the necessary labor and materials costs associated with the added additional services associated with the replacement of backflow devices, located within the various landscape Zones and NPDES areas as identified on Exhibit A, and incorporated herein; and,

WHEREAS, the Contractor has submitted written proposals for each area where the added work is required, the copies of which are attached as Exhibit "B" to this Amendment, and incorporated herein by this reference.

SECTION 1. AMENDMENT to the AGREEMENT:

1.1 The Agreement is hereby amended by revising the Bid Schedule, Exhibit E, Schedule II, page 57, which are combined within Zones D, E, M and S to distinguish NPDES areas as a separate line item, which is more specifically identified on Exhibit "A".

SECTION 2. AMENDMENT to the EXTENSION AGREEMENT

2.1 Amend the Additional Work Amount of the Extension Agreement, Section 4, from the NTE amount of $30,000.00 to $59,440.10 to accommodate the labor and material costs to replace necessary irrigation equipment, as more specifically described on Exhibit "B" attached hereto this First Amendment.

SECTION 3. AGREEMENT

3.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
BACKFLOW TESTING SERVICES
PROJECT & RFP NO. BDEMS/10

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District

Date: 2/19/13

Contractor

By: _____
Title: (President or Vice President)

Date: 2-6-13

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

2-14-13
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

2/19/13
Date

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: _____

Affix Corporate Seal Below
(If applicable)

FY 2012/13
Estimated Backflow Service Costs

	Testing (6261)			Additional Services				
Zone	Cost per test	# of Backflows	Total Annual Cost	Testing (6261)	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D	$ 20.00	120	$ 2,400.00	$ -	$ 4,600.00	$ 4,000.00	$ 8,600.00	$ 11,000.00
M	$ 20.00	26	$ 520.00	$ -	$ 600.00	$ 1,600.00	$ 2,200.00	$ 2,720.00
S	$ 20.00	4	$ 80.00	$ -	$ 900.00	$ 800.00	$ 1,700.00	$ 1,780.00
E-1	$ 20.00	14	$ 280.00	$ -	$ 300.00	$ 1,600.00	$ 1,900.00	$ 2,180.00
E-1A	$ 20.00	2	$ 40.00	$ -	$ 1,200.00	$ 900.00	$ 2,100.00	$ 2,140.00
E-2	$ 20.00	24	$ 480.00	$ -	$ 900.00	$ 1,600.00	$ 2,500.00	$ 2,980.00
E-3	$ 20.00	7	$ 140.00	$ -	$ 600.00	$ 1,600.00	$ 2,200.00	$ 2,340.00
E-3A	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-4	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-4A	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-7	$ 20.00	3	$ 60.00	$ -	$ 900.00	$ 800.00	$ 1,700.00	$ 1,760.00
E-8	$ 20.00	1	$ 20.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,120.00
E-12	$ 20.00	2	$ 40.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,140.00
E-14	$ 20.00	3	$ 60.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,160.00
E-15	$ 20.00	1	$ 20.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,120.00
E-16	$ 20.00	5	$ 100.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,200.00
NPDES	$ 20.00	25	$ -	$ 500.00	$ 300.00	$ 800.00	$ 1,100.00	$ 1,600.00
			$ 4,240.00	**$ 500.00**	**$ 11,800.00**	**$ 17,700.00**	**$ 29,500.00**	**$ 34,240.00**

	Added Additional Services			
Zone				
D	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
16769	$ 450.00	$ 1,453.68	$ 1,903.68	
20404	$ 450.00	$ 710.64	$ 1,160.64	
20715	$ 450.00	$ 1,248.48	$ 1,698.48	
22277	$ 450.00	$ 1,453.68	$ 1,903.68	
24721	$ 450.00	$ 993.60	$ 1,443.60	
30027	$ 225.00	$ 642.60	$ 867.60	
30967	$ 450.00	$ 993.60	$ 1,443.60	
31269	$ 450.00	$ 1,248.48	$ 1,698.48	
31284	$ 450.00	$ 1,453.68	$ 1,903.68	
32625	$ 450.00	$ 993.60	$ 1,443.60	$ 15,467.04
E-3	$ 450.00	$ 993.60	$ 1,443.60	$ 1,443.60
E-14	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	$ 7,218.00
M	$ 450.00	$ 1,453.68	$ 1,903.68	
	$ 450.00	$ 710.64	$ 1,160.64	$ 3,064.32
NPDES	$ 450.00	$ 710.64	$ 1,160.64	
	$ 357.50	$ 729.00	$ 1,086.50	$ 2,247.14
				$ 29,440.10
				$ 63,680.10

* Includes tax on material parts

Item No. B.3

EXHIBIT B

BEHIND THIS PAGE

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 515

Proposal submitted to: City of M.V.	Date: 1-31-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON Eucalitis / Nine Bank D Tr. 16769	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:

Re: Estimate to Replace stolen Back Flow
1) Remove Dirt from around Dides
Supply and install
1 Wilkins 375AL and Cable Lock System
2) Test and certify device.
3) Forward all documentation to the Water Department.

Parts 1,346.00
Labor 450.00
Tax 107.68

Total cost of job-parts and labor: 1,903.68

Authorized Signature David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:

Signature

Item No. B.3

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 58

Proposal submitted to: City of M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: O.N KRAMERIA ON LEFT SIDE FROM ORIN TR. 20404	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace STOLEN BACKFLOW
1) 1
2) Supply and install
1 inch
WILKINS 375
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

PARTS 658.--
LABOR 450.--
TAX 52.64

Total cost of job-parts and labor: 1,160.64

Authorized Signature David Ross
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 5 10

Proposal submitted to: CITY OF M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON KRAMERIA AT SADDLE BROOK LN Tr. 20715 D	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace STOLEN BACKFLOW
1) Remove CONCRETE FROM AROUND PIPES
2) Supply and install
2 INCH
WILKINS
375XL
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

PARTS 1156.00
LABOR 450.00
TAX 92.48

Total cost of job-parts and labor: 1,698.48

Authorized Signature _____
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Item No. B.3

MV00200999

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 519

Proposal submitted to: City of M.V	Date: 1-31-13
Address	Phone:
City, State, Zip Code:	
Job Location: Fir / Morrison @ Tr. 22278	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to Replace Stolen Backflow
1) Remove Concret From Around Pipes
Install 2in Wilkins 375XL
2) Test and certify device.
3) Forward all documentation to the Water Department.

parts 1,346.90
Labor 450.00
Tax 107.68

Total cost of job-parts and labor: 1,903.68

Authorized Signature David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 513

Proposal submitted to: City of M.V	Date: 1-15-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON EUCALYPTUS OFF REDLANDS BLVD TR. 24721 O	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to: Replace stolen Backflow
1) ~~Remove~~ Install concrete from around pipes
install 1 1/2 Wilkins 375XL
2) Test and certify device.
3) Forward all documentation to the Water Department.

PARTS 920.
LABOR 450.
TAX 73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature _____
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 514

Proposal submitted to: City of M-V	Date: 1-15-13
Address	Phone:
City, State, Zip Code:	
Job Location: On Cottonwood At Bluff Pass D. Tr 30027	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace stolen backflow

1) Supply and install
   2 in Wilkins
   375XL
2) Test and certify device.
3) Forward all documentation to the Water Department.

Parts 595.00
Labor 225.00
Tax 47.60

Total cost of job-parts and labor: 867.60

Authorized Signature _____
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 56

Proposal submitted to: CITY OF M.V	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON KRAMERIA ST AT WINDBREAK Tr. 30967 D	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of: _____

Re: Estimate to replace STOLEN BACKFLOW
1) Remove Concrete AROUND PIPES
2) Supply and install
1 1/2
WILKINS 375XL
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

PARTS	920.--
LABOR	450.--
TAX	73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature _____ David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Item No. B.3

MV00201003

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 59

Proposal submitted to: City of M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON WILMONT ON RIGHT SIDE FROM Cottonwood ; Tr. 31269 D	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace STOLEN BACKFLOW
1) Remove concret from around pipes
2) Supply and install
2 inch
wilkins 375 XL
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

PARTS 1,156.00
LABOR 450.00
TAX 92.48

Total cost of job-parts and labor: 1,698.48

Authorized Signature David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 5 11

Proposal submitted to: City of M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: on Cottonwood At Quincy Tr. 31284 D	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace stolen Backflow
1) Remove Dirt from around pipes
2) Supply and install
2in wilkins 375XL
and cable lock system
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

Parts 1,346.00
Labor 450.00
Tax 107.68

Total cost of job-parts and labor: 1,903.68

Authorized Signature David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Item No. B.3

MV00201005

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 512

Proposal submitted to: City OF MV.	Date: 1-15-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON REDLANDS BLVD JUST PASS cottonwood. DT. 32625	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to REPLACE STOLEN BACKFLOW
1) REMOVE CONCRET FROM AROUND PIPES
INSTALL WICKINS
1 1/2 375XL
2) Test and certify device.
3) Forward all documentation to the Water Department.

PARTS 920.00
LABOR 450.00
TAX 73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature _____
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 5 7

Proposal submitted to: CITY OF M.V	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON KITCHING ON LEFT SIDE FROM KRAMERIA	E-3

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace STOLEN BACKFLOW
1) Remove Concret FROM AROUND PIPES
2) Supply and install
1 1/2
WILKINS 375XL
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

PARTS 920.-
LABOR 450.-
TAX 73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Item No. B.3

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 53

Proposal submitted to: CITY OF M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON MORRISON AT BAY ST	E-14

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace STOLEN BACKFLOW
1) Remove CONCRETE FROM AROUND PIPES
2) Supply and install
1 1/2
WILKINS 375XL
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

PARTS 920.00
LABOR 450.00
TAX 73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est# 55

Proposal submitted to: CITY OF M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON Cottonwood ON RIGHT SIDE FROM MORRISON	

E-14

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace STOLEN BACKFLOW
1) REMOVE CONCRET FROM AROUND PIPES
2) Supply and install
1 1/2
WILKINS 375XL
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

PARTS 920.00
LABOR 450.00
TAX 73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 54

Proposal submitted to: CITY OF M.V	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON MORRISON ON LEFT SIDE FROM Cottonwood	

E-14

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace STOLEN BACKFLOW
1) Remove Concret From AROUND PIPES
2) Supply and Install
1 1/2
WILKINS 375XL
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

PARTS 920.00
LABOR 450.00
TAX 73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature _____
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 52

Proposal submitted to: City of M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON MORRISON ON LEFT SIDE FROM ALESSANDRO E-14	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace STOLEN BACKFLOW
1) Remove CONCRET FROM AROUND PIPES
2) Supply and install
1 1/2
WILKINS 375XL
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

PARTS 920.00
LABOR 450.00
TAX 73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature David Ross
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Item No. B.3

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 51

Proposal submitted to: CITY OF M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON MORRISON ON RIGHT SIDE FROM ALESSANDRO E-14	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace STOLEN BACKFLOW
1) REMOVE CONCRET FROM AROUND CUT PIPES
2) Supply and install

1 1/2
WILKINS 375XL

PARTS 920.00
LABOR 450.00
TAX 73.60

3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

Total cost of job-parts and labor: 1,443.60

Authorized Signature David Ross
David Ross
NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 516

Proposal submitted to: City of M.V	Date: 1-31-13
Address	Phone:
City, State, Zip Code:	
Job Location: Perris BLVD / Red Maple. Zone M	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:

Re: Estimate to: Replace Stolen Backflow
1) Remove Concrete From Around Pipes
Install
2 inch Wilkins 375XL
2) Test and certify device.
3) Forward all documentation to the Water Department.

Parts 1,346.00
Labor 450.00
Tax 107.68

Total cost of job-parts and labor: 1,903.68

Authorized Signature David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:

Signature

Item No. B.3

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 517

Proposal submitted to: City of M.V	Date: 1-31-13
Address	Phone:
City, State, Zip Code:	
Job Location: EUCALIPTUS / NORTH OF DENNIS BLVD! Zone M	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace Stolen BACKFLOW
1) supply and install Four Pipes
inch
Wilkins 375XL

PARTS 658.00
LABOR 450.00
TAX 52.64

2) Test and certify device.
3) Forward all documentation to the Water Department.

Total cost of job-parts and labor: 1,160.64

Authorized Signature David Ross
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Item No. B.3

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 518

Proposal submitted to: City of M.V	Date: 1-31-13
Address	Phone:
City, State, Zip Code:	
Job Location: NASON / DELPHIUM WQB MPDES	

TR. 31128

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:

Re: Estimate to replace stolen backflow
1) remove coupled from around pipes
install
1 inch wilkins 375XL
2) Test and certify device.
3) Forward all documentation to the Water Department.

Parts 658.00
Labor 450.00
Tax 52.64

Total cost of job-parts and labor: 1160.64

Authorized Signature David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #2719

Proposal submitted to: CITY OF MORENO VALLEY ATT: ROBERT	Date: 12-17-12
Address:	Phone: 202-4956
City, State, Zip Code	
Job location:	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature _____
Chris Katehis

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO INSTALL NEW 2 INCH WILKINS 375XL BACKFLOW WITH COPPER RISERS.

MATERIALS	$ 675.00
TAX	$ 54.00
LABOR	$ 357.50
TOTAL	$ 1086.50

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

ERBLO-2 OP ID: KG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/29/12

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

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

PRODUCER
Alliant Insurance Services,Inc
(Lic-0C36861)
735 Carnegie Drive, Ste 200
San Bernardino, CA 92408
Chuck Shanklin, CIC
909-886-9861
909-886-2013

CONTACT NAME: Kennall Goad
PHONE (A/C, No, Ext): 909-474-8770 FAX (A/C, No): 909-886-2013
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Golden Eagle Insurance Corp	10836
INSURER B:	Preferred Employers Insurance AH(X)(I)(A	10900
INSURER C:		
INSURER D:	WORK COMP RENEWALS ONLY	
INSURER E:		
INSURER F:		

INSURED
E R Block Plumbing
10910 Hole Avenue
Riverside, CA 92505

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		CBP8429805	03/01/12	03/01/13	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X		BA8830628	03/01/12	03/01/13	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WKN10325613	09/01/12	09/01/13	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Property Section Special Form R/C			CBP8429805	03/01/12	03/01/13	See below	If applies

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

Job: Project #BDE-000/02;
City of Moreno Valley, Moreno Valley Community Services District, and Redevelopment Agency of Moreno Valley are add'l insd per GECG602 09/04; add insd as respects auto liab per GECA701 01/07.

Approved
By 9/5/12 Date

CERTIFICATE HOLDER

MOREN06

City of Moreno Valley
Dept of Bldg & Safety
Stewart Sheldon
P O Box 88005
Moreno Valley, CA 92552-0805

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Chuck Shanklin

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Moreno Valley Community Services District
R.F.P. # BDEMS/10
BACKFLOW TESTING SERVICES

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement, effective as of the day signed by the Special Districts Division Manager or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. **CONTRACTOR INFORMATION:**

Contractor's Name: E.R. Block Plumbing, Inc.
Address: 10910 Hole Ave.
City: Riverside
Business Phone: 951-687-4011 Fax: 951-687-0801
Other Contact Number: _____
Social Security Number: _____
Business License Number: 00896
Federal Tax I.D. Number: 95-3138160
Contractors' License Number & Classification: 675567, C-36

2. **CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:**

A. The Contractor's scope of service, performance specifications, and/or additional terms and conditions are described in Exhibit "A" attached hereto and incorporated herein by this reference.
B. The District's responsibility, other than payment, is described in Exhibit "B" attached hereto and incorporated herein by this reference.
C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
D. The Contractor Starting Date is July 1, 2010 and the Contractor Ending Date is June 30, 2011. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or

performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal submittal documents, including but not limited to the Notice Requesting Proposals, Instruction To Proposers, Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. **STANDARD TERMS AND CONDITIONS**:

A. Control of Work. Except for compliance with specifications and performance standards provided for in Exhibit "A," Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide any training to Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and its officers, agents and employees harmless from any and

all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, RDA, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement.

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.

By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and

attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

J. Termination.

a. Either party may terminate this Agreement upon breach of the Agreement by the other party. In the event the District terminates the Agreement, the Contractor shall perform no further services under the Agreement unless the notice of termination authorizes such further work.

b. The District may terminate this Agreement without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractors time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Agreement. No officer or employee of the District or City shall have any financial interest in this Agreement in violation of federal, state, or local law.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor:

E.R. Block Plumbing, Inc.
10910 Hole Ave.
Riverside, Ca, 92505
951-687-4011
[Telephone number]
951-687-0801
[Fax number]

With a copy to:

_____
[Attorney for Contractor, if applicable]

_____
[Street Address]

_____
[Post Office Box, if applicable]

_____
[City, State, Zip Code]

_____
[Telephone number]
( )_____
[Fax number]
( )_____

To CSD:

MORENO VALLEY COMMUNITY SERVICES DISTRICT
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto
Telephone number: (951) 413-3480
Fax Number: (951) 413-3498

With a copy to:

City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: (951) 413-3036
Fax number: (951) 413-3034

SIGNATURE PAGE TO FOLLOW

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____
Special Districts Division Manager

Date: 6-3-10

Contractor

By: Stacy Ras

Title: Vice PRES

Date: 4-14-10

By: _____

Title: _____

Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

5-13-10
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

Attachments

Project No. BDEMS/10
R.F.P. # BDEMS/10
EXHIBIT A

1. SCOPE OF WORK

a. The work to be performed under this Agreement shall include the furnishing of all labor, material, and equipment necessary for the provision of backflow testing services, repairs, and replacements within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Exhibit A.

b. The Contractor shall have the duty to perform backflow testing, repairs, and replacements in the areas designated hereunder.

c. All work shall be performed in accordance with usual and customary backflow testing, and repair practices. Contractor shall at all times maintain the District's backflow prevention devices in a condition that satisfies all applicable statutory requirements. The Director will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

d. The Contractor shall be responsible for carefully reviewing the site(s) to be serviced under this Agreement. The Contractor shall not be relieved of his or her liability under this Agreement, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Specifications and the actual conditions revealed during the examination of the locations of the proposed work.

2. SCHEDULING OF WORK

a. The District will forward Zone D, E and M annual backflow assembly test report forms to the Contractor via U.S. Mail immediately upon receipt of same. Should circumstances warrant, the District will notify the Contractor via FAX or telephone that test report forms have been mailed.

b. Upon receipt of test report forms via U.S. Mail or upon FAX notification by the District, whichever occurs first, the Contractor shall conduct backflow assembly test(s), including any maintenance, adjustments, repairs, etc. needed to enable the assembly to pass the test. Such maintenance and/or testing shall be completed, and properly completed test reports

submitted to Eastern Municipal Water District on or before the due date set forth in the *Notice of Periodic Testing for Backflow Prevention Assembly*. Tests of Zones D, E and M backflow assemblies shall be conducted exclusive of any other tests Contractor may perform on behalf of the City or District.

c. Contractor shall return properly completed test reports to:

1. The original test report (white) shall be forwarded to Eastern Municipal Water District, Attn: Backflow Dept., P. O. Box 8300, Perris, CA 92572-8300 by the completion date set forth on the test report(s).

2. A legible photocopy of the completed Test Report shall be Administration, P. O. Box 88005, Moreno Valley, CA 92552-0805.

The Contractor shall contact EMWD directly with any requests for test due date extension and/or variance, with a copy provided to the District.

3. FUNCTIONS AND RESPONSIBILITIES

a. The Director may require Contractor to attend meetings with District field staff at some fixed interval to review Contractor's operations performance, and/or schedule such future work as may be ordered by the Director.

b. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in Contractor's firm name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Section 4., paragraph n. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, two-way radio, pager, or car phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage only during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering

service, and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the minimum acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed a payment deduction, per Exhibit C., Section 2.

c. For the purposes of this Contract, "Working Days" shall be Mondays through Fridays. The hours of maintenance service shall be 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule approved the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas	December 25

If a holiday falls upon a Sunday, the following Monday shall be the date the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, contractor shall submit a proposed make-up day for the Director's approval.

d. The Director and Contractor shall conduct an inspection of all sites covered under this Agreement as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director.

The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Agreement. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

e. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in Contractor's firm name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Section 3., paragraph e. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, two-way radio, pager, or car phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service, and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

f. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at <u>any</u> time:

1. City Manager
2. Public Works Director
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Landscape Districts Program Manager
7. Senior Landscape Services Inspector
8. Landscape Services Inspector
9. Street Maint. Supervisor

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2., paragraphs a. and b., unless said emergency is determined to have been caused by an act or omission attributable to Contractor.

4. CONTRACTOR'S STAFF

a. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work which will be acceptable to the Director.

b. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper and efficient manner at all times, and shall cause the least possible inconvenience to the public.

c. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the District.

d. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to proper shoes, other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements, and wearing of proper clothing.

Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

e. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this contract if the Contractor, or any subcontractors thereunder, employs

workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards, and its branch offices.

6. COMPLAINTS

a. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3., paragraph a.

b. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above.

c. In addition to the provisions of Section 6., paragraph a. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

a. The Contractor agrees to perform all work outlined in these Specifications in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

b. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2003 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between 3:30 p.m. and 6:00 p.m.

c. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

d. The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) days following the occurrence.

e. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3. of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section of the General Provisions may result in contract termination, per Agreement, Section J.

8. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

9. PREVAILING WAGE

a. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the period of work on this contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

b. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

a. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this contract, as required by California Labor Code Section 1776.

b. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

c. The District may withhold from Contractor's progress payments the penal sum of $25.00 per calendar day (or portion thereof) for each workman employed in connection with this contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

14. CONTRACTOR'S LIABILITY

a. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

b. Repairs made to sites and site appurtenances that are damaged as a result of Acts of God, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2., paragraphs a. and b.

15. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

R.F.P. # BDEMS/10
TECHNICAL PROVISIONS – BACKFLOW TESTING

1. GENERAL

a. During the entire term of the agreement, Contractor and subcontractors, if any, shall hold a valid Backflow Prevention Device Tester Certification No. with the County of Riverside Department of Health Services Agency.

b. Contractor will perform annual tests and other periodic tests of the District's Zone D, E, M AND S landscape backflow assemblies as requested and/or required by applicable Federal, State, and local agency laws and regulations.

c. Contractor will perform such backflow assembly maintenance, repairs, replacements, etc. as may be necessary to comply with applicable Federal, State, and local agency laws and regulations.

d. All such backflow assembly tests, maintenance, repairs, etc., performed by the Contractor shall be subject to all requirements of Eastern Municipal Water District's Backflow And Cross-Connection Prevention Program (EMWD Ordinance No. 69).

e. Contractor shall be liable for payment of any correction charges that might be levied by EMWD due to Contractor's non-compliance with EMWD Ordinance No. 69.

f. Contractor shall provide all labor, materials, equipment, and administrative costs necessary to perform the above-referenced tests, maintenance, repairs, etc.

2. SECURITY DEPOSIT

a. Contractor shall post a five hundred dollar ($500.00) cash deposit with the District following award of proposal as security against: 1) return of backflow assembly enclosure key(s), and 2) payment of any correction charges that might be levied by the water district due to Contractor's non-compliance with EMWD Ordinance No. 69.

b. Contractor's cash deposit, or any balance thereof, shall be returned to Contractor upon termination of the agreement.

PROJECT LOCATION MAPS ON FOLLOWING PAGE

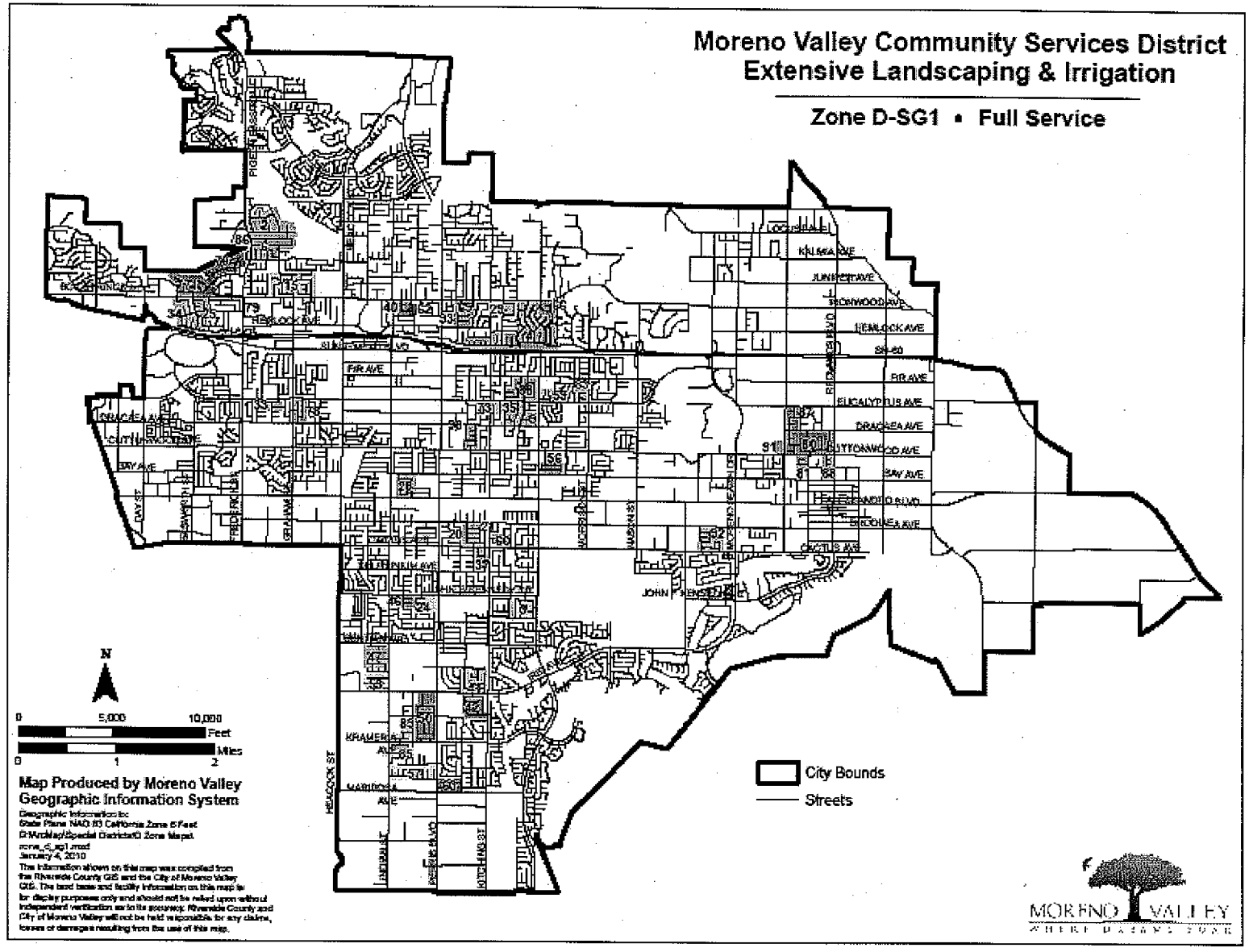
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone D-SG1 • Full Service
City Bounds
Streets
N
0 5,000 10,000 Feet
0 1 2 Miles
Map Produced by Moreno Valley
Geographic Information System
MORENO VALLEY

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone D-SG1 • Full Service

Map ID	Tract Number	Area (Sq. Ft.)
2	TR 12305	722
3	TR 12773	13,806
4	TR 12902	7,344
6	TR 14387	2,712
9	TR 16769	7,500
15	TR 18283	11,388
20	TR 19141	5,838
21	TR 19142	3,950
24	TR 19210	9,270
25	TR 19233	4,960
28	TR 19474	7,240
29	TR 19496	3,600
33	TR 19529	3,330
34	TR 19533	7,400
35	TR 19541	5,325
37	TR 19675	2,550
40	TR 19862	8,805
41	TR 19912	11,750
42	TR 19937	20,890
46	TR 20120	3,750
47	TR 20197	13,680
50	TR 20404	36,138
53	TR 20718	23,004
56	TR 20941	9,600
57	TR 21113	12,200
59	TR 21345	6,600
60	TR 21597	33,230
62	TR 21737	3,920
63	TR 21806	5,975
66	TR 22999	3,204
69	TR 28882	20,983
70	TR 20579	20,762
71	TR 21333	54,500
73	TR 22371	17,844
78	TR 10191/18468	10,871
79	TR 19680	20,291
80	TR 31269-1	43,723
81	TR 31268	7,058
83	TR 31591	16,445
85	TR 30967	18,013
86	TR 31257	26,686
87	TR 31424	8,750
88	TR 32625	17,826
89	TR 22889	16,438
90	TR 32018	11,306
91	TR 31269	7,450
92	TR 31129	12,395
93	TR 32715	12,715

Total Area, Service Area: 633,757

Total Acreage, Service Area: 14.55

Print Date: January 4, 2010
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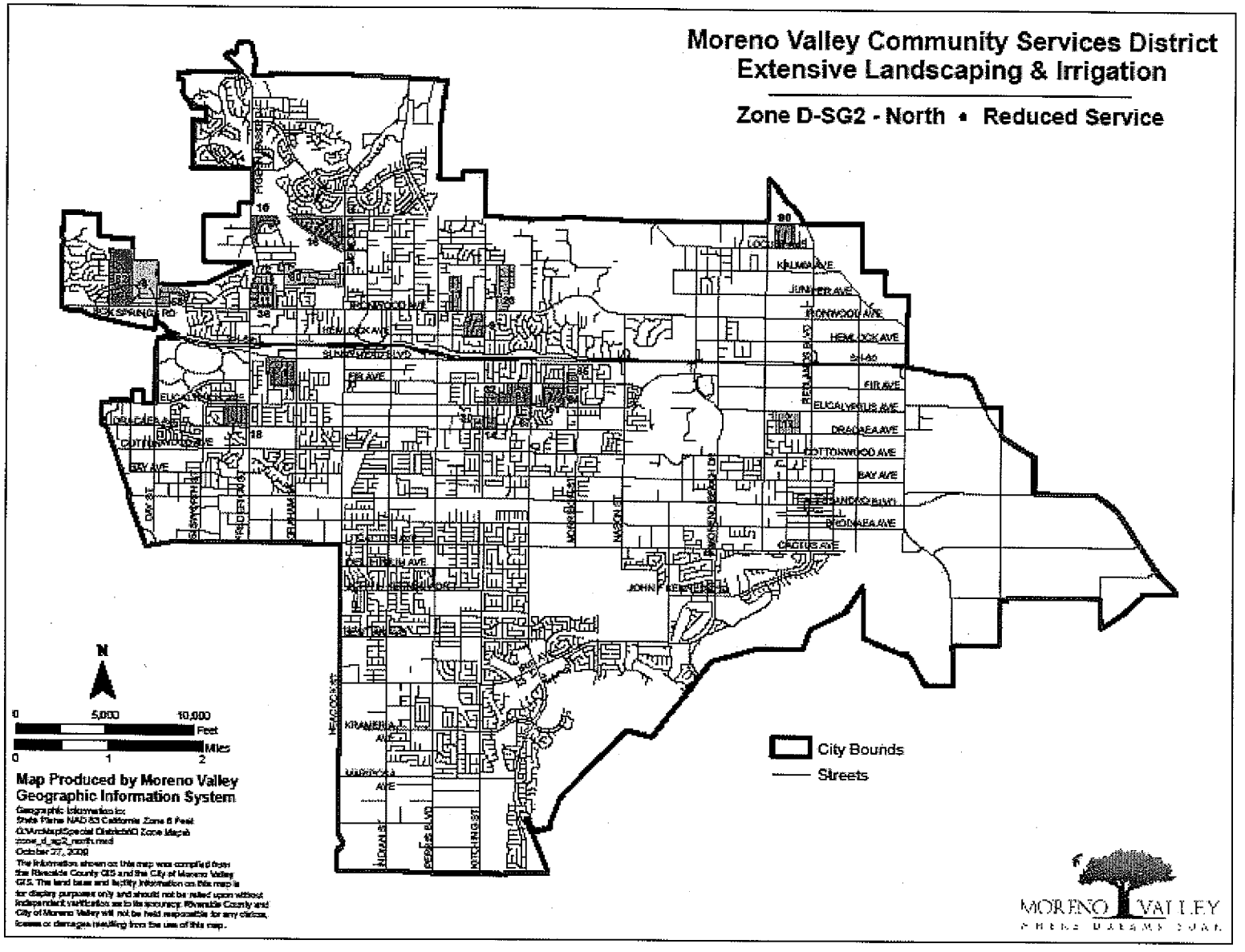
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone D-SG2 - North • Reduced Service
City Bounds
Streets
N
0 5,000 10,000 Feet
0 1 2 Miles
Map Produced by Moreno Valley
Geographic Information System
MORENO VALLEY

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone D-SG2 - North • Reduced Service

MAP ID	Tract Number	Area (Sq. Ft)
1	TR 11848	9,066
3	TR 16768	16,281
4	TR 17176	21,097
10	TR 20030	11,200
11	TR 20072	23,550
14	TR 17033	9,990
16	TR 18512/21322	59,940
17	TR 24721	6,682
18	TR 18530	38,849
23	TR 19208	17,660
30	TR 19500	3,636
32	TR 19799	17,652
36	TR 19551	36,364
51	TR 20525	16,500
58	TR 21332	19,440
64	TR 22276	11,690
65	TR 22277	20,455
67	TR 23046	16,000
72	TR 22093	8,873
80	TR 19032	9,132
82	TR 20272	51,216
90	TR 17334	37,660
91	TR 18784/20906	30,432

Total Area, Service Area D-SG2 - North: *493,635*

Total Acreage, Service Area D-SG2 - North: *11.3*

Print Date: October 27, 2009

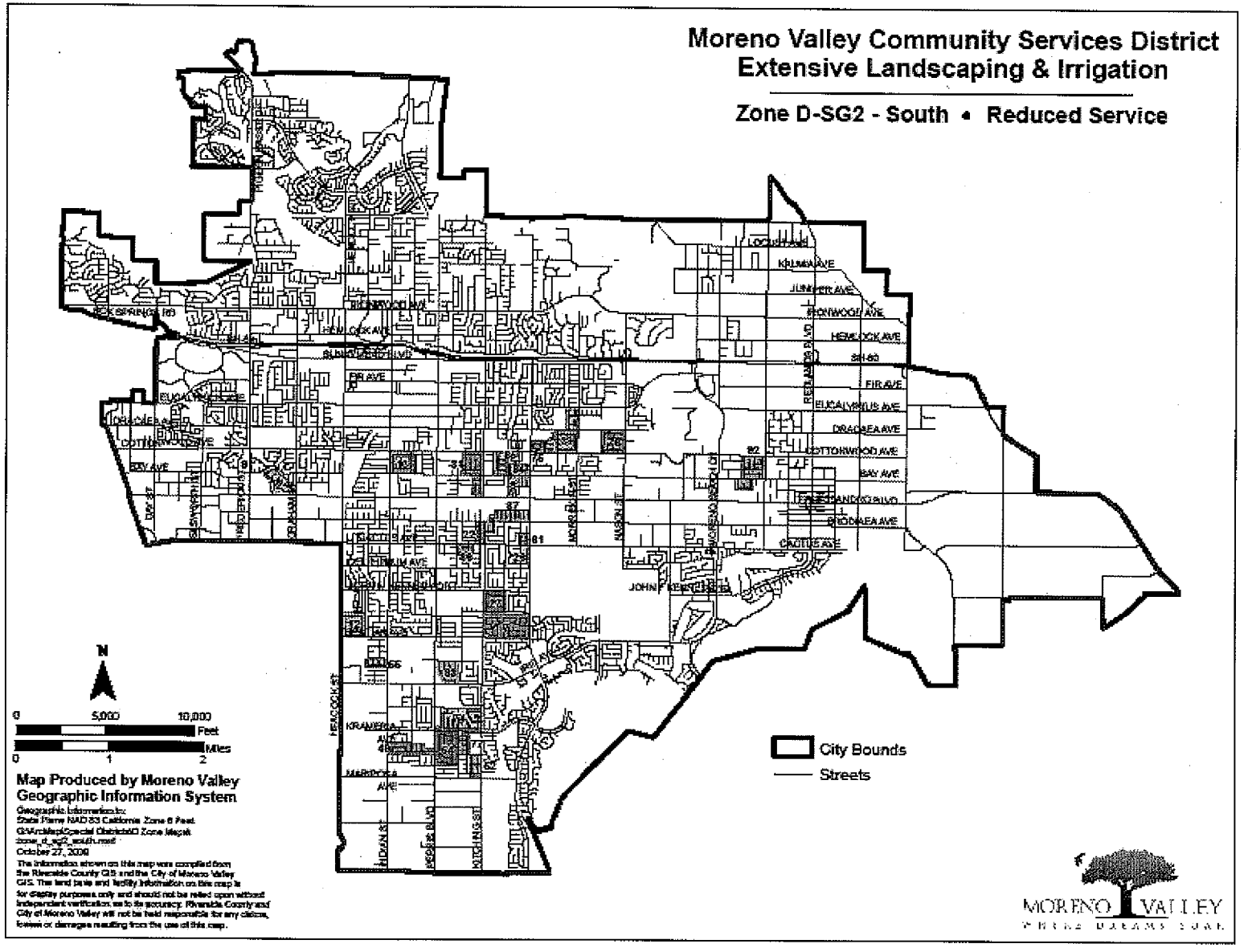
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone D-SG2 - South • Reduced Service
City Bounds
Streets
N
0 5,000 10,000 Feet
0 1 2 Miles
Map Produced by Moreno Valley
Geographic Information System
October 27, 2006
MORENO VALLEY

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone D-SG2 - South • Reduced Service

MAP ID	Tract Number	Area (Sq. Ft.)
2	TR 15387	9,049
5	TR 17387	4,364
7	TR 19685	62,530
8	TR 19518/18372	12,534
9	TR 19957	6,810
12	TR 20552	19,458
13	TR 20032	14,076
22	TR 19143	4,864
26	TR 19363	13,320
27	TR 19434	13,242
31	TR 19509	18,328
39	TR 19652	28,800
49	TR 20301	7,200
52	TR 20660	11,912
54	TR 20859	33,630
55	TR 20869	2,100
61	TR 21616	23,528
74	TR 20715	51,250
75	TR 27526	16,373
76	TR 30027	45,833
77	TR 29038	6,243
83	TR 15433	24,161
84	TR 13585	6,600
85	TR 16770	5,830
86	TR 17457	3,444
87	TR 17667	13,778
92	TR 31284	28,321

Total Area, Service Area D-SG2 - South: ***487,698***

Total Acreage, Service Area D-SG2 - South: ***11.2***

Print Date: October 27, 2008

CITY OF MORENO VALLEY
COMMUNITY SERVICES DISTRICT
PROPOSED ZONE S (SUNNYMEAD BOULEVARD MAINTENANCE) BOUNDARIES

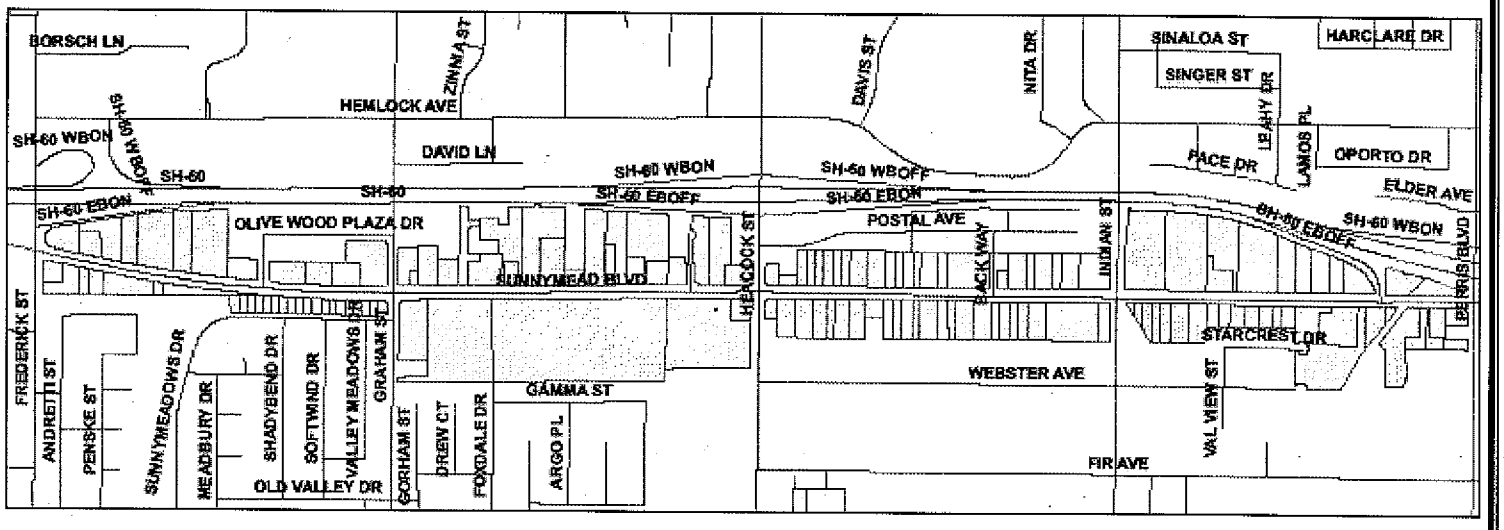

N

February 10, 2006

G:\AVP\SDA\Sunnymead Boundaries.mxd

0 0.05 0.1 0.2 0.3 0.4 Miles

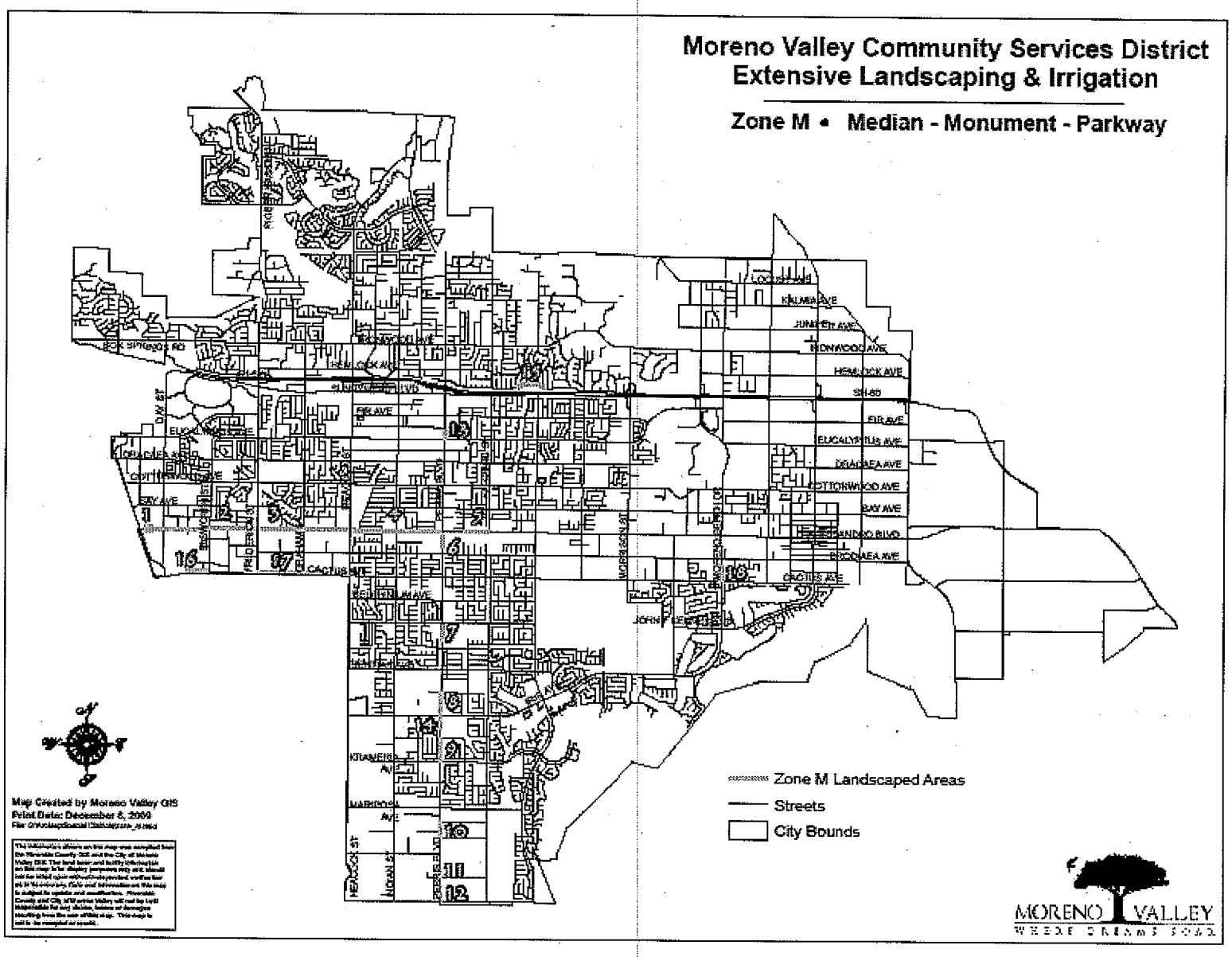
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone M • Median - Monument - Parkway
Zone M Landscaped Areas
Streets
City Bounds
Map Created by Moreno Valley GIS
Print Date: December 8, 2009
MORENO VALLEY
WHERE DREAMS SOAR

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone M • Medians - Monuments - Parkways

Alessandro Boulevard Medians & Monuments

1. Old Hwy 215 Monuments
   - 17,895 square feet (includes 5,477 sq.ft. turf)
   - 8 trees
   - 4 remote control valves - 1 controller
2. Old Hwy 215 to Frederick Street
   - 60,423 square feet (includes 21,325 sq.ft. turf)
   - 75 trees
   - 32 remote control valves - 2 controllers
3. Frederick Street to Heacock Street
   - 68,445 square feet (includes 34,565 sq.ft. turf)
   - 64 trees
   - 22 remote control valves - 2 controllers
4. Heacock Street to Perris Boulevard
   - 15,609 square feet
   - 4 trees
   - 4 remote control valves - 2 controllers
5. Flaming Arrow Dr to Kitching St
   - 17,470 square feet
   - 21 trees
   - 16 valves - 1 controller

Perris Boulevard Medians

6. South of Alessandro Boulevard
   - 471 square feet
   - 1 tree
   - 2 remote control valves - 1 controller
7. South of John F. Kennedy Drive
   - 1,136 square feet
   - 3 trees
   - 3 remote control valves - 1 controller
8. North of Iris Ave
   - 2,200 square feet
   - 7 trees
   - 4 valves - 1 controller
9. North of Krameria Avenue
   - 3,324 square feet
   - 5 trees
   - 3 valves - 1 controller
10. At San Michele Road
    - 5,335 square feet
    - 10 trees
    - 6 valves - 1 controller
11. Perris Blvd (North of Globe St)
    - 4,110 square feet
    - 8 trees
    - 1 controller
12. Perris Blvd (South of Globe St)
    - 4,950 square feet
    - 12 trees
    - 7 valves - 1 controller
13. Perris Blvd (North of Eucalyptus Ave)
    - 1,750 square feet
14. Perris Blvd (South of Iris Ave)
    - 5,838 square feet

Elder Avenue Retention Basin Parkway

15. South Side of Elder Avenue from Grenville Avenue to Brewster Drive
    - 7,471 square feet
    - 1 tree
    - 2 remote control valves - 1 controller

Cactus Avenue Medians

16. Cactus Ave. west of Elsworth
    - 2,500 square feet
    - 5 trees

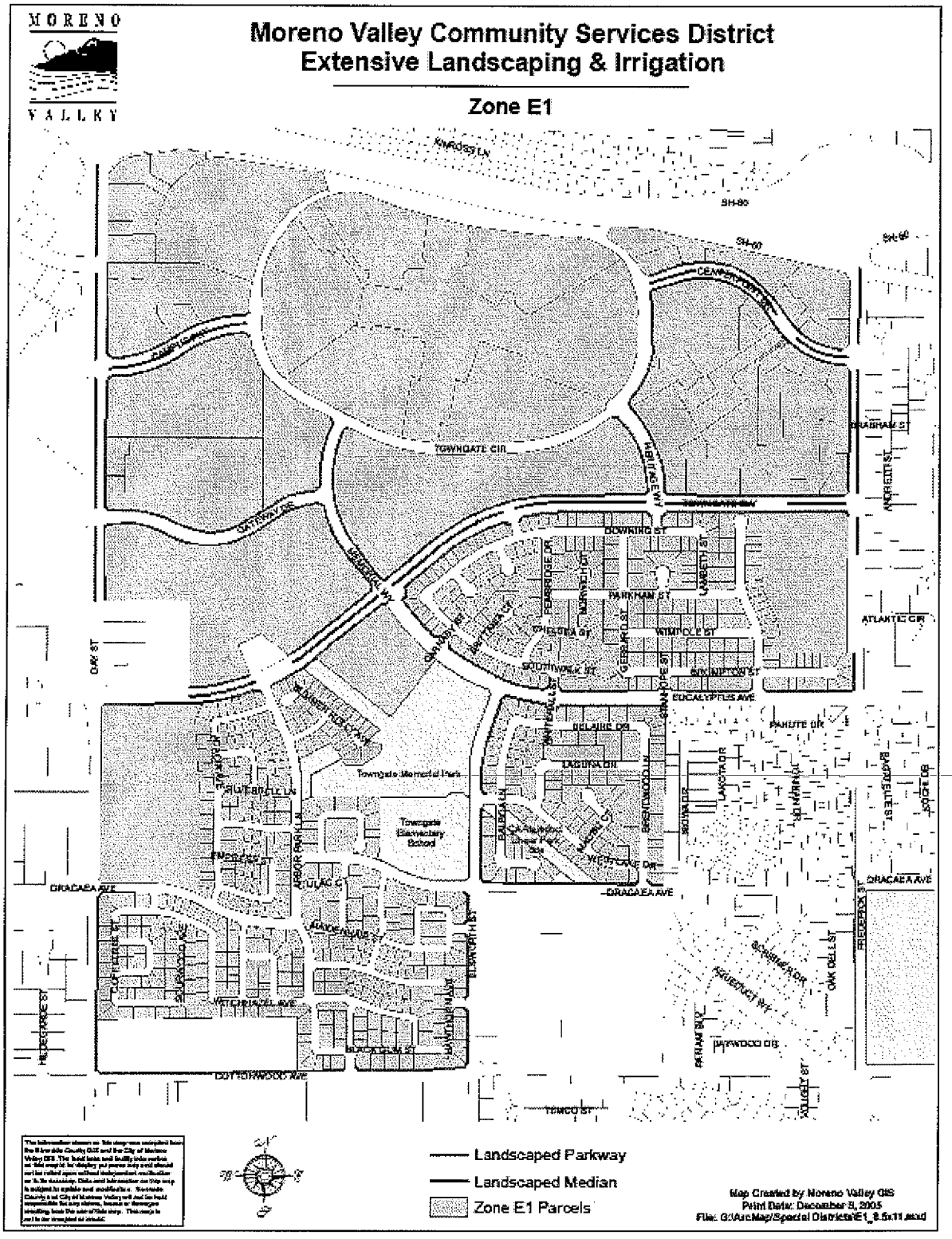
MORENO VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E1
Landscaped Parkway
Landscaped Median
Zone E1 Parcels
Map Created by Moreno Valley GIS
Print Date: December 8, 2005

Item No. B.3

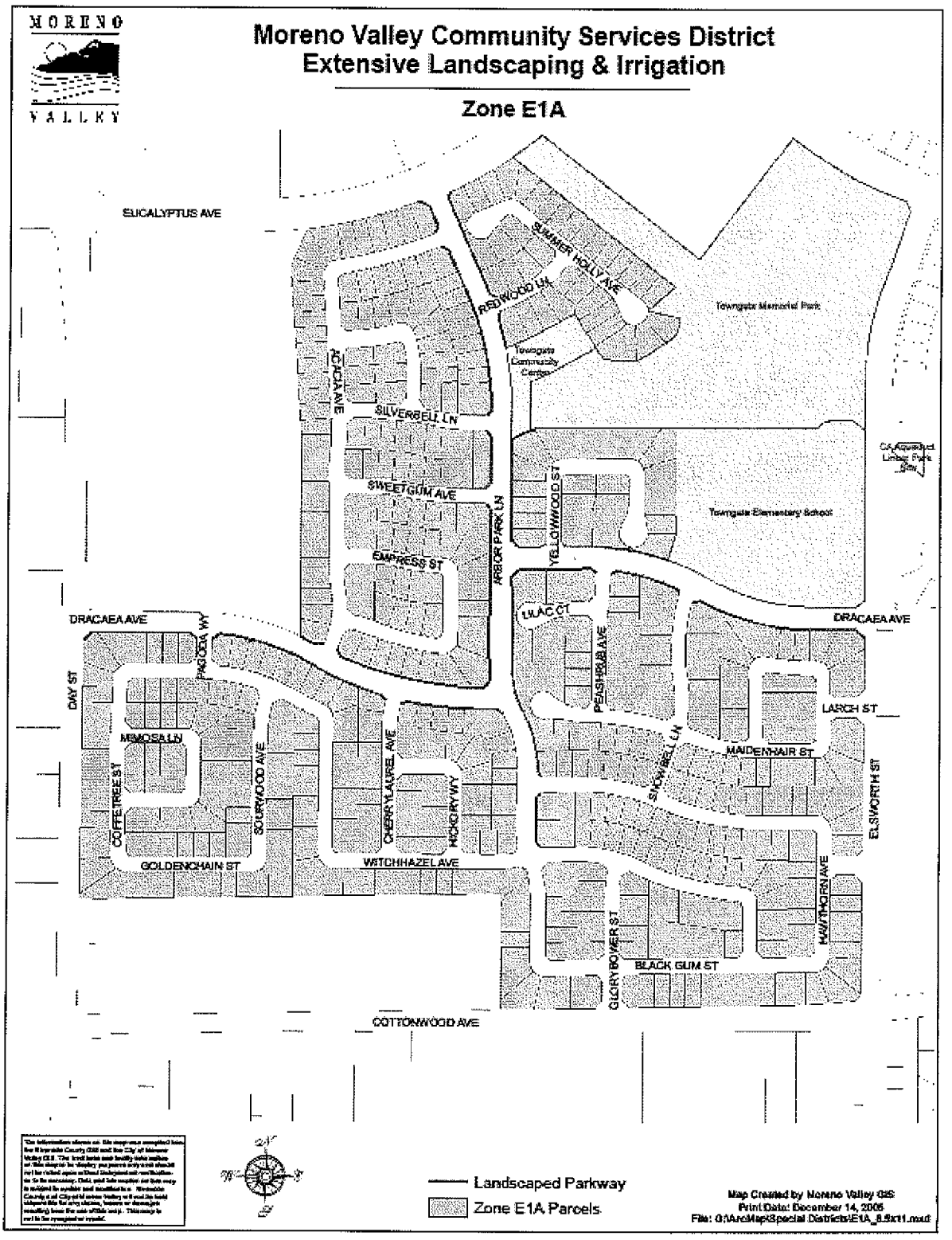
MORENO VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E1A
EUCALYPTUS AVE
SUMMER HOLLY AVE
REDWOOD LN
Towngate Memorial Park
Towngate Community Center
ACACIA AVE
SILVERBELL LN
SWEETGUM AVE
ARBOR PARK LN
YELLOWWOOD ST
Towngate Elementary School
EMPRESS ST
LILAC CT
DRACAEA AVE
PAGODA WY
DAY ST
PEASHRUB AVE
LARCH ST
MIMOSA LN
MAIDENHAIR ST
SNOWBELL LN
COFFEETREE ST
SOURWOOD AVE
CHERRYLAUREL AVE
HICKORY WY
ELSWORTH ST
GOLDENCHAIN ST
WITCHHAZEL AVE
HAWTHORN AVE
GLORYBOWER ST
BLACK GUM ST
COTTONWOOD AVE
Landscaped Parkway
Zone E1A Parcels
Map Created by Moreno Valley GIS
Print Date: December 14, 2005

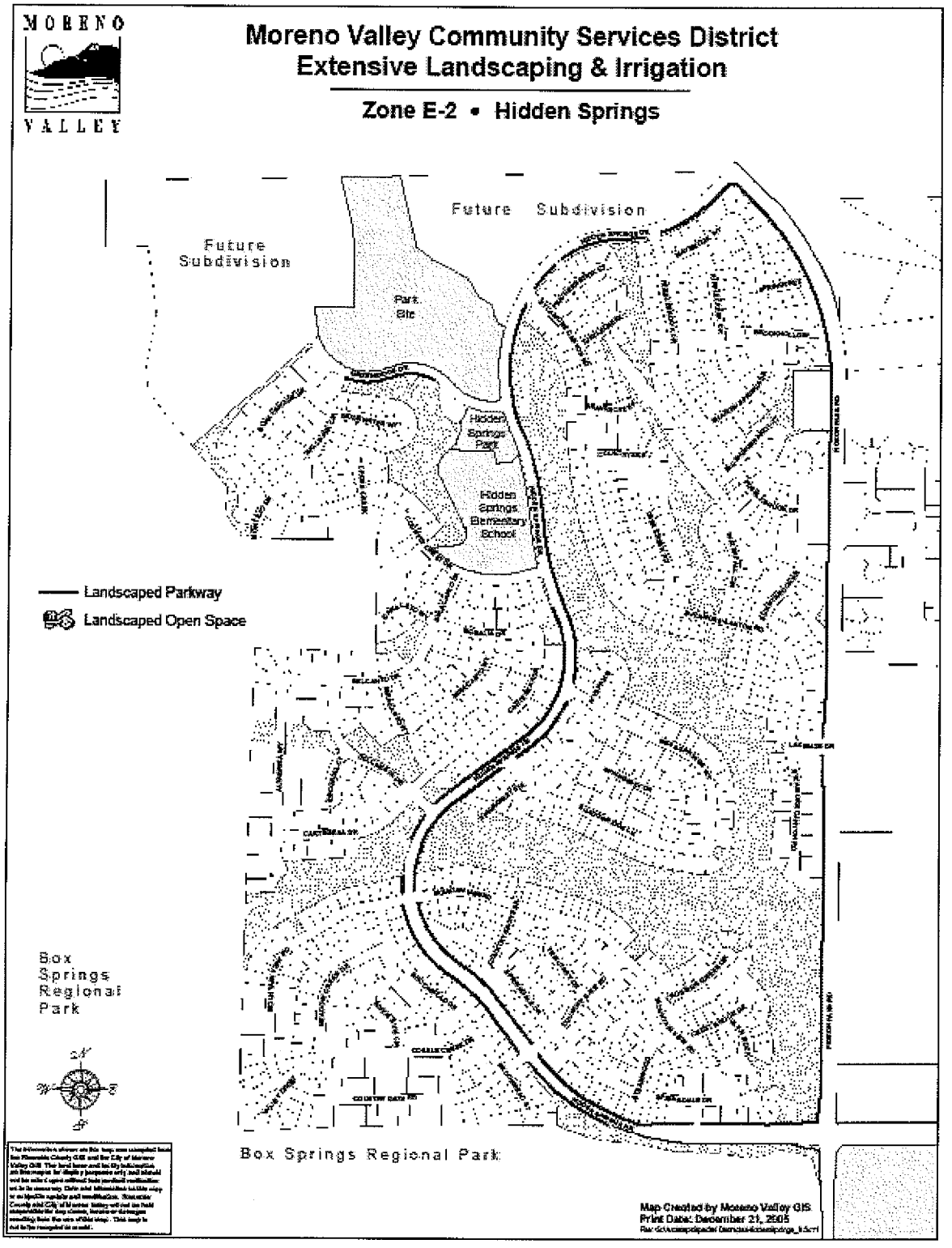
MORENO VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E-2 • Hidden Springs
Future Subdivision
Future Subdivision
Park Site
Hidden Springs Park
Hidden Springs Elementary School
Landscaped Parkway
Landscaped Open Space
Box Springs Regional Park
Box Springs Regional Park
Map Created by Moreno Valley GIS
Print Date: December 21, 2005

Item No. B.3

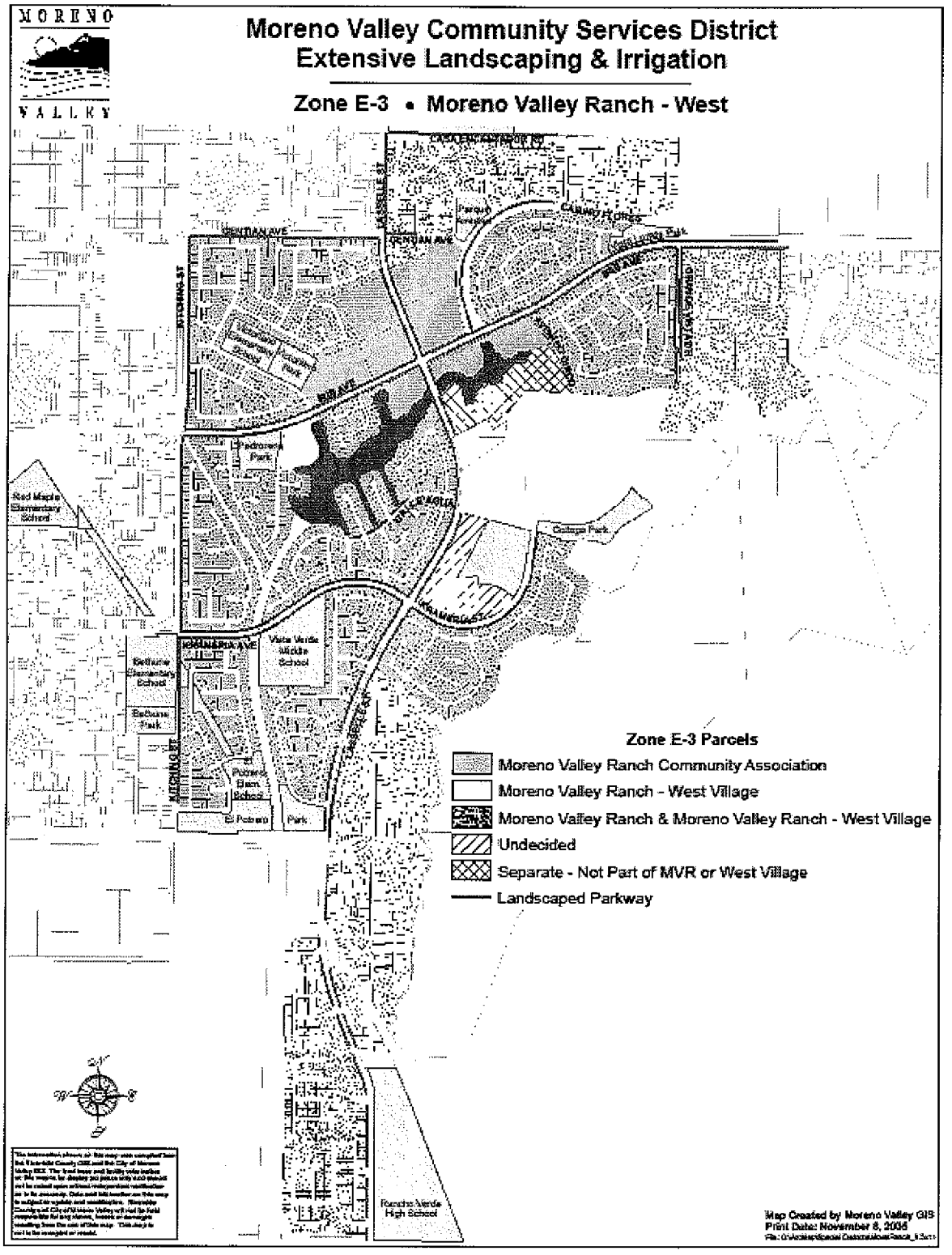
MORENO VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E-3 • Moreno Valley Ranch - West
Zone E-3 Parcels
Moreno Valley Ranch Community Association
Moreno Valley Ranch - West Village
Moreno Valley Ranch & Moreno Valley Ranch - West Village
Undecided
Separate - Not Part of MVR or West Village
Landscaped Parkway
Red Maple Elementary School
Bethune Elementary School
Bethune Park
Vista Verde Middle School
Potrero Elem. School
El Potrero Park
Rancho Verde High School
Map Created by Moreno Valley GIS
Print Date: November 8, 2005

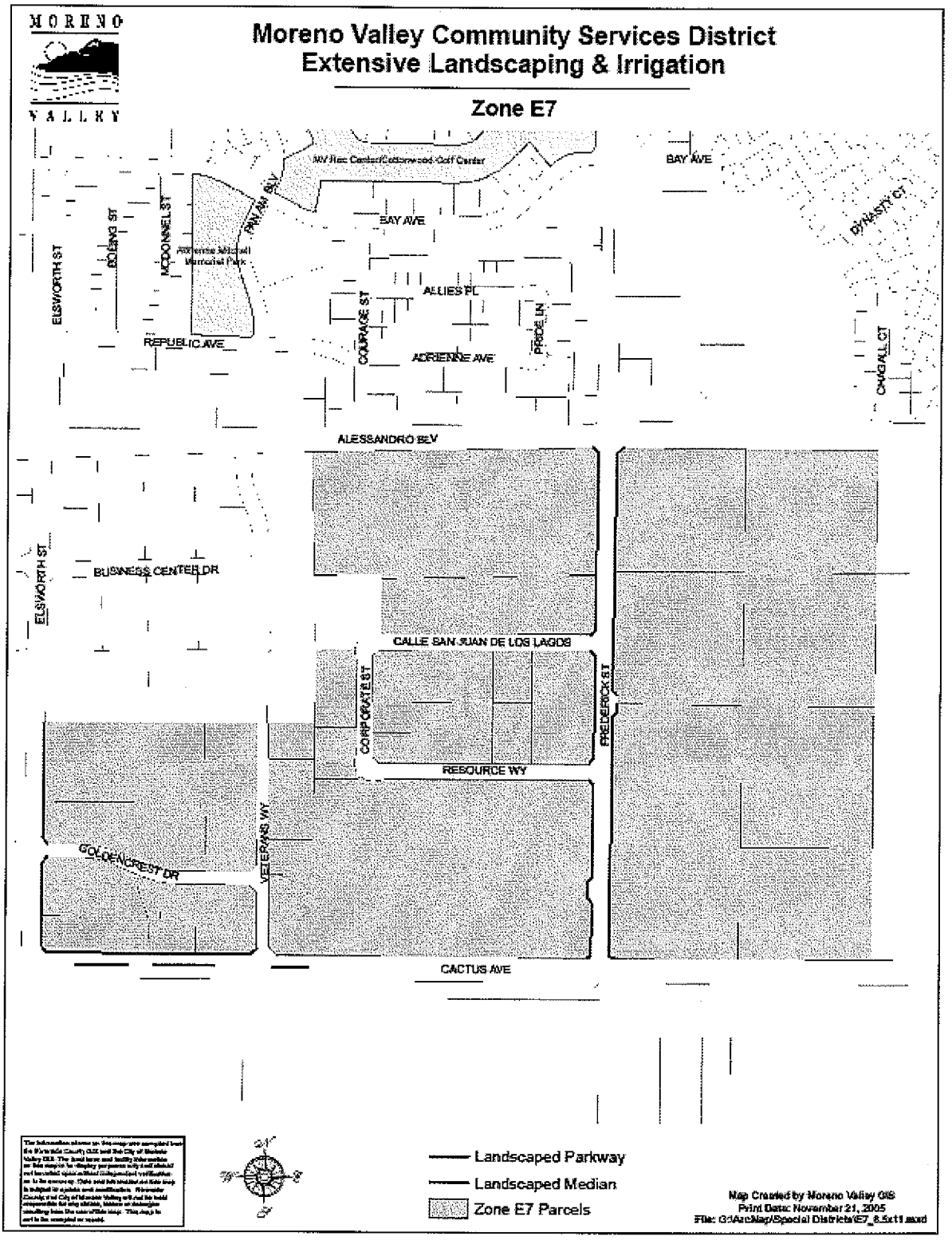
MORENO VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E7
MV Rec Center/Cottonwood Golf Center
BAY AVE
DYNASTY CT
PALM BLV
MCDONNEL ST
BOLANO ST
ELSWORTH ST
Adrienne Mitchell Memorial Park
ALLIES PL
COURAGE ST
PRIDE LN
REPUBLIC AVE
ADRIENNE AVE
CHAGALL CT
ALESSANDRO BLV
BUSINESS CENTER DR
CALLE SAN JUAN DE LOS LAGOS
CORPORATE ST
FREDERICK ST
RESOURCE WY
VETERANS WY
GOLDENCREST DR
CACTUS AVE
Landscaped Parkway
Landscaped Median
Zone E7 Parcels
Map Created by Moreno Valley GIS
Print Date: November 21, 2005

Item No. B.3

MORENO VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E8
CACTUS AVE
LAFAYETTE WY
LANGHORNE RD
PIEDMONT DR
MILESTONE ST
ROSEMONT CT
ROCKWOOD AVE
CRESCENT CT
ATLANTA DR
HARMONY DR
CLIVER ST
WILLIAMSTON PL
La Jolla Elementary School
AMHERST LN
SHADY VALLEY WY
MORENO BEACH DR
HASTINGS DR
GLADSTONE AVE
MERIDIAN PL
Celebration Park
MORGAN AVE
FAIRMEADOW LN
SPRING GROVE ST
JOHN F KENNEDY DR
Fairway Park
Landscaped Parkway
Landscaped Open Space
Zone E8 Parcels
Map Created by Moreno Valley GIS
Print Date: November 16, 2005

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-12 • Stoneridge Ranch

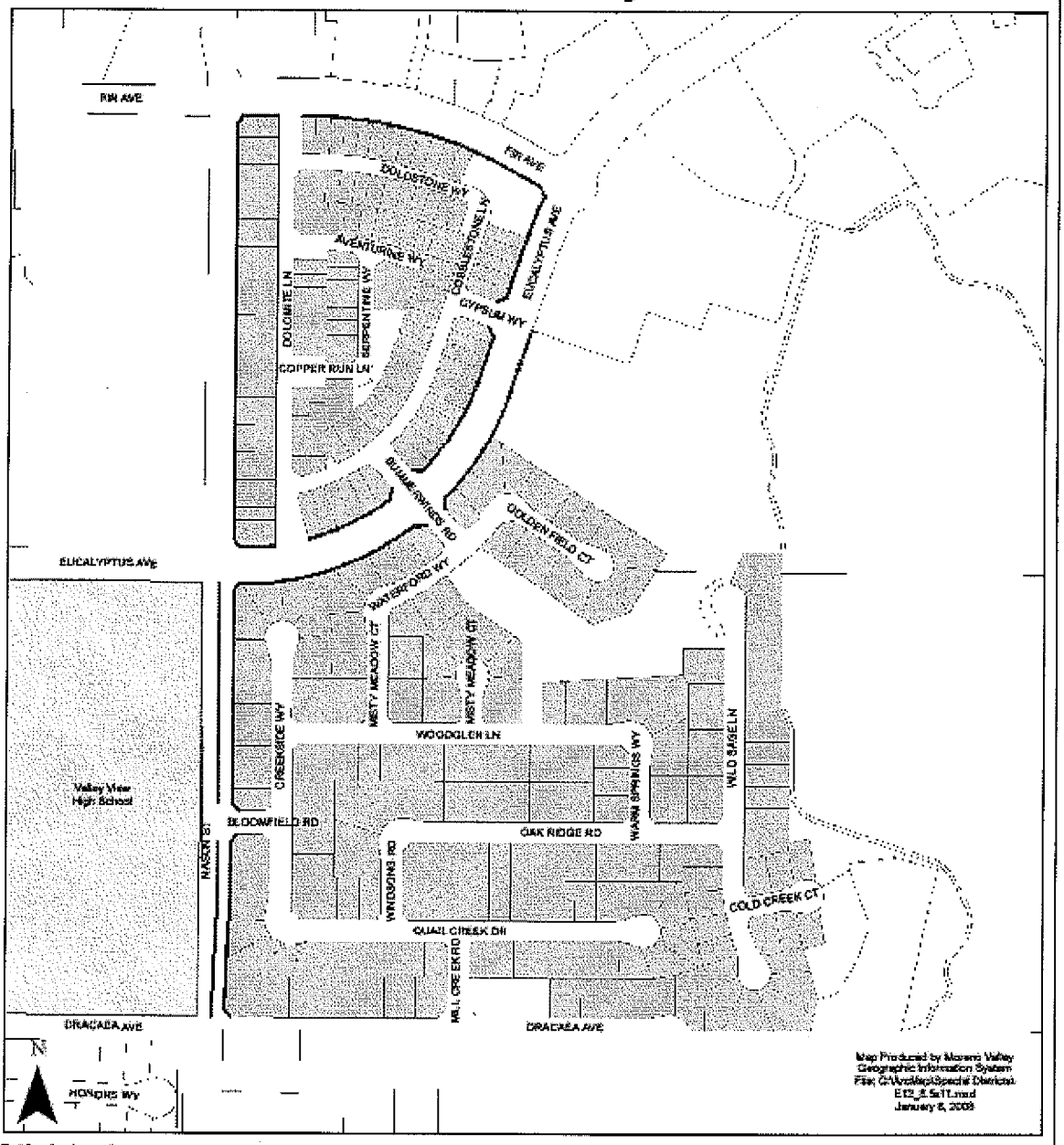

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be reproduced or resold.

Landscaped Parkway

Lanscaped Median

Zone E-12

MORENO VALLEY

Item No. B.3

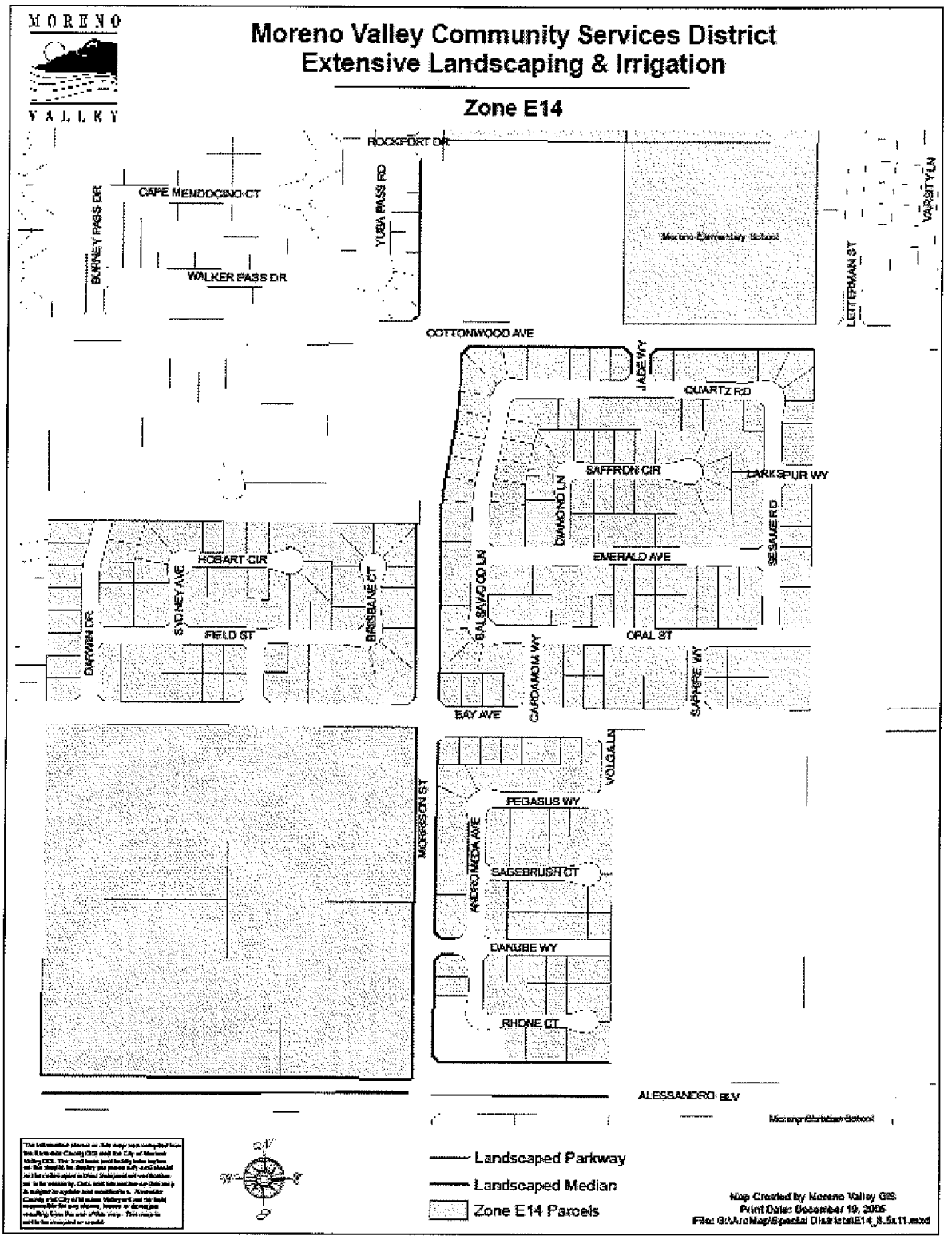
MORENO VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E14
ROCKPORT DR
CAPE MENDOCINO CT
BURNEY PASS DR
WALKER PASS DR
YUBA PASS RD
Moreno Elementary School
LETTERMAN ST
VARSITY LN
COTTONWOOD AVE
JADE WY
QUARTZ RD
SAFFRON CIR
LARKSPUR WY
DIAMOND LN
SESAME RD
EMERALD AVE
HOBART CIR
SYDNEY AVE
BRISBANE CT
DARWIN DR
FIELD ST
BALSAWOOD LN
OPAL ST
CARDAMOM WY
SAPHIRE WY
BAY AVE
VOLTA LN
MORRISON ST
PEGASUS WY
ANDROMEDA AVE
SAGEBRUSH CT
DANUBE WY
RHONE CT
ALESSANDRO BLV
Landscaped Parkway
Landscaped Median
Zone E14 Parcels
Map Created by Moreno Valley GIS
Print Date: December 19, 2005

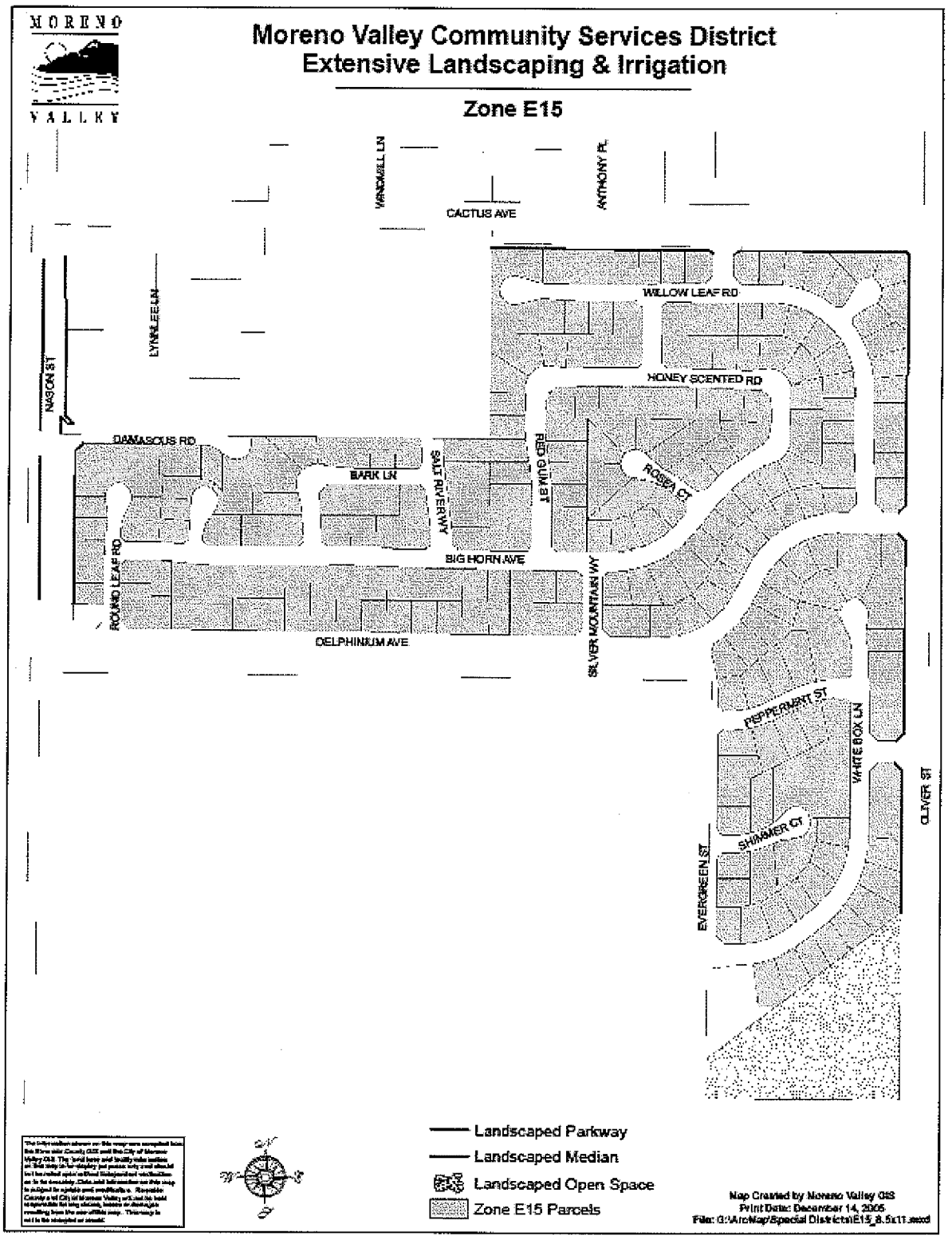
MORENO VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E15
WINDMILL LN
CACTUS AVE
ANTHONY PL
WILLOW LEAF RD
HONEY SCENTED RD
LYNN LEE LN
NASON ST
DAMASCUS RD
BARK LN
SALT RIVER WY
RED GUM ST
ROSEA CT
BIG HORN AVE
ROUND LEAF RD
DELPHINIUM AVE
SILVER MOUNTAIN WY
PEPPERMINT ST
WHITE BOX LN
SHIMMER CT
EVERGREEN ST
OLIVER ST
Landscaped Parkway
Landscaped Median
Landscaped Open Space
Zone E15 Parcels
Map Created by Moreno Valley GIS
Print Date: December 14, 2005

Item No. B.3

MORENO VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E16
LAWLESS RD
PIGEON PASS RD
TAMALENAS PL
VIA MONTARA
CASMALIA CT
Shadow Mountain Park
SHADOW MOUNTAIN DR
ESPADA CREEK RD
VIA SOLANA
CAMINO DEL CORONADO
FRESCO HILLS DR
PASATIEMPO PL
VIA DEL NORTE
MONTALVO RD
E GRANITO ST
VIA PORTO
ARROW LEAF
SAND CREST
EVENING SNOW
DESERT MALLOW
DEEP CANYON RD
SNIPE CIR
VAINDRO
LAKE VISTA RD
SUNNY MESA RANCH PKY
BLUE BELL CT
VIA APOLINA
VIA NAVON
FERNLEAF DR
VIA PASTORAL
Landscaped Parkway
Landscaped Median
Zone E16 Parcels
Map Created by Moreno Valley GIS
Print Date: November 16, 2005

R.F.P. # BDEMS/10

EXHIBIT B
District Responsibilities

1. CONTRACT SUPERVISION

a. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his delegated representative(s), hereinafter designated as "Director."

b. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. TEST REPORT FORMS

The District will forward Zone D, E, M and S annual backflow assembly test report forms to the Contractor via U.S. Mail immediately upon receipt of same. Should circumstances warrant, the District will notify the Contractor via FAX or telephone that test report forms have been mailed.

3. ACCESS TO BACKFLOW ASSEMBLIES

The District will provide Contractor with key(s) needed for accessing backflow assemblies enclosed in protective cages. Contractor shall return key(s) to the District upon termination of the agreement. Failure to do so will result in charges by the District for replacement of keys and/or any necessary labor required to provide access to the protective cages by the District as set forth in Subsection 2. a. of Exhibit A - Technical Provisions.

Project No. BDEMS/10
R.F.P. # BDEMS/10
EXHIBIT C

Payment Terms

1. CONTRACTOR'S COMPENSATION

a. The Contractor will be paid per test for work performed satisfactorily under this Contract. By the tenth of each month the Contractor shall submit to the Director Backflow Test Reports for the prior month. These reports shall be accompanied by a billing in accordance with the Contract price for the work performed, and shall become the basis for payment. No payment(s) shall be made until aforesaid reports have been submitted, and approved.

b. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract, to wit:

1. The total amount due for all backflow test devices tested the previous month, at Contractor's **Cost Per Test** price, as set forth in Contractor's Base Proposal submittal, and incorporated herein by this reference, and/or;

2. The total amount due for all repairs made the previous month to backflow prevention devices, per prices set forth in Contractor's **Unit Price List**, and submitted as part of Contractor's Proposal, and incorporated herein by this reference.

The total contract amount for twelve (12) months shall not exceed FOUR THOUSAND TWO HUNDRED FOURTY dollars and 00/100 ($4,240.00), except as provided in Section 2.a. below.

c. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

d. Contractor shall be compensated on a time and materials basis for any emergency response, as set forth in Subsection 3. c. of Contract Exhibit A., as well as any corrective work authorized by the Director unless said emergency is determined to have been caused by an act or omission attributable to the Contractor; then, all costs associated with said emergency response and corrective work shall be the solely those of the Contractor.

e. Single repairs over $100.00 for any assembly are to be considered major

repairs, and will require District approval prior to repair. Single repairs under $100.00 for any assembly may be performed without prior approval. All worn and/or replaced parts must be returned to the District.

f. All repair work shall be invoiced separately from testing. Repair parts shall be invoiced at Contractor's cost plus 10%. The District may require Contractor to submit proof of Contractor's cost for repair parts at any time during the contract period.

g. All invoicing for testing and/or repair work will clearly indicate the tract number and CSD Zone associated with the backflow assembly in question.

2. ADDITIONAL WORK

a. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain work in addition to that set forth herein as Contractor's Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Additional Work Price List, Sections A., B., or C., or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2., paragraph b. below, the Contractor shall not perform any such Additional Work without first obtaining express authorization from the District.

b. Notwithstanding the above requirement for prior authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the District for approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

a. Work required in the General or Special Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

b. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delay occasioned by the failure of the District, or of the owner of a utility to provide for the removal or relocation of utility facilities.

Project No. BDEMS/10
R.F.P. # BDEMS/10
EXHIBIT D
Term of Contract

1. TERM OF CONTRACT

a. Following approval by both parties, the Contract will commence on July 1, 2010 and shall terminate twelve (12) months thereafter.

b. At the expiration of its term, the Contract may be extended for up to four additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph b.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Agreement, or any extension thereof.

c. In considering the option to extend the Contract, as set forth in paragraph b. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on verifiable increases in cost to the Contractor to provide services required under Contractor's Scope of Work, or the current regional Consumer Price Index as published by the Bureau of Labor Statistics, whichever basis is agreed to by both parties.

d. At the expiration of its term, the Contract may, with the concurrence of both parties, be extended for up to four (4) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph d.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Agreement, or any extensions thereof.

e. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Community Services District. In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the Community Services District does not grant necessary funding appropriations and/or program approval, then the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

Project No. BDEMS/10
R.F.P. # BDEMS/10

EXHIBIT E

PROPOSAL SUBMITTAL DOCUMENTS

Project No. BDEMS/10
R.F.P. # BDEMS/10
EXHIBIT E

SCHEDULE I

ATTACH ADDITIONAL SHEETS AS NECESSARY TO PROVIDE COMPLETE RESPONSES

1. COMPANY NAME: E.R. Block plumbing

TYPE

- Sole proprietor _____
- Partnership _____
- Corporation X

2. COMPANY ADDRESS/PHONE NUMBER

MAIN OFFICE: 10910 Hole Ave Riverside CA 92505

SATELLITE OFFICE (if applicable): _____

3. CONTRACTOR LICENSE INFORMATION

- LICENSE NUMBER/CLASSIFICATION/NAME STYLE: 675567 C-36
- NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 67
- LICENSE EXPIRATION DATE: 9-2011
- CURRENT LICENSE STATUS: Active
- PRIOR ACTIONS AGAINST THIS LICENSE? IF YES, LIST CITATION TYPE AND HOW RESOLVED: None

4. COMPANY'S FEDERAL IDENTIFICATION NO.: 95-3138160

5. NAME AND TITLE OF COMPANY OFFICERS:

Greg Ross	Pres.
Stacy Ross	VP. - Sect.

6. NUMBER OF YEARS COMPANY HAS PROVIDED BACKFLOW TESTING SERVICES: 25

7. NUMBER OF YEARS COMPANY HAS PROVIDED BACKFLOW TESTING SERVICES FOR PUBLIC AGENCIES: 20

8. REFERENCES

- **LIST AT LEAST THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS - CURRENT OR SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS. ATTACH RESPONSES ON ADDITIONAL SHEETS @ ONE (1) FOR EACH REFERENCE**

- REFERENCE INFORMATION FURNISHED MUST INCLUDE:

  - NAME AND ADDRESS OF AGENCY;
  - NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
  - CONTRACT NAME(S) / NUMBER(S);
  - ANNUAL CONTRACT AMOUNT(S);
  - NUMBER OF BACKFLOWS TESTED PER CONTRACT(S);
  - LENGTH OF CONTRACT(S).

PROMPT
PROFESSIONAL
SERVICE

E. R. BLOCK PLUMBING, INC.
10910 HOLE AVENUE – RIVERSIDE, CA 92505
PHONE (951) 687-4011 FAX (951) 687-0801
CALIFORNIA STATE CONT. #675567

CONTRACT REFERENCES

Eastern Municipal Water District
P.O. Box 8300
Perris, CA 92572
(951) 928-3777
Art Olvera
3 year contract
Annual amount varies depending on number of devices tested.

City of Moreno Valley
14177 Fredrick St.
Moreno Valley, CA 92553
(951)413-3480
Margaret Williams
1 year original contract
Annual amount varies depending on number of devices tested.

Housing Authority of San Bernardino County
1738 W. Ninth St.
San Bernardino, CA 92411
(909) 647-7421
Jim Buckmaster
3 year contract
Annual amount varies depending on number of devices tested.

Alvord Unified School District
10365 Keller Ave.
Riverside, CA 92505
(951) 509-5025
Dennis Hadaway
1 year contract
Annual amount varies depending on number of devices tested.

COMMUNICATIONS & TRAFFIC SAFETY

Communications:

Project General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. Also, the Contractor must designate some responsible employee to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Please describe your company's internal communications system, both office and in-field, and how it will enable your firm to provide the communication capability outlined in the project specifications. Also, please describe how your company will provide the specified twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

Traffic Safety:

Project General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2003 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's traffic control practices and training generally, and how your firm intends to conduct work area traffic control operations if selected to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

LIST OF SUBCONTRACTORS

SUBCONTRACTORS:

In compliance with the provisions of the Government Code, Section 4102, the undersigned prosper herewith sets forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
None used		

CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of the race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 1420, and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE Greg Ross

PRINTED NAME Greg Ross

TITLE Pres.

COMPANY NAME E.R. Block Plumbing

DATE 3-31-2010

PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Proposal Schedule I), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any contract between the Moreno Valley Community Services District and E.R. Block plumbing, and as a further result, the aforesaid firm may be barred from participation in future District contracts as well as be subject to possible criminal prosecution, and;
- I have legal authority to bind E.R. Block plumbing to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE SIGNED

SIGNATURE(S) Greg Ross

PRINTED NAME(S) Grey Ross

TITLE(S) PRES.

COMPANY NAME E.R. Block plumbing

DATE 3-31-2010

SCHEDULE II

BID SCHEDULE

PROPOSER: E.R. Block plumbing
(Company Name)

	COST PER TEST	APPROXIMATE # OF BACKFLOWS*	TOTAL COST PER YEAR
D	20.00	120	2,400.00
M	20.00	26	520.00
S	20.00	4	80.00
E-1	20.00	14	280.00
E-1A	20.00	2	40.00
E-2	20.00	24	480.00
E-3	20.00	7	140.00
E-7	20.00	3	60.00
E-8	20.00	1	20.00
E-12	20.00	2	40.00
E-14	20.00	3	60.00
E-15	20.00	1	20.00
E-16	20.00	5	100.00
TOTAL	4240.00	212	4240.00

Total Proposal Amount in figures: 4,240 and NO /100's Dollars

Total Proposal Amount in words: four thousand two hundred forty and NO /100's Dollars

The Contractor shall furnish all labor, equipment, and materials necessary to provide backflow testing services as set forth in Exhibit A of this contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

* The District is responsible for maintaining approximately 212 backflow devices located in landscaped parkways throughout the City. Quantities are approximate and may increase or decrease during the fiscal year, but are not a guarantee of any quantity to be serviced as a result of this proposal.

Addendum No(s). 1 **has/have been received and is/are made a part of this proposal.**

Greg Ros Pres 3-31-2010

(AUTHORIZED SIGNATURE AND TITLE) (DATE)

R.F.P. # BDEMS/10
EXHIBIT E – cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

A. Prices for Emergency Work, Additional Work, and Routine Backflow Repair, including, but not limited to: Exhibit A., Section 3., paragraph e., and; Exhibit C., Section 2., paragraphs a. through d.

PROPOSER: E.R. Block plumbing
(Company Name)

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

A. REPAIR WORK: $ 75.00 Per Hour

B. EMERGENCY REPAIRS: $ 140.00 Per Hour

C. REPLACEMENT PARTS SUPPLIED AT CONTRACTOR'S COST PLUS 10 %

D. DISCOUNT TERMS: 2 % Net 10 Days

Advance notice of 1 hours required for service during normal business hours.

Greg Ross Pres.
(AUTHORIZED SIGNATURE AND TITLE)

3-31-2010
(DATE)

R.F.P. # BDEMS/10
EXHIBIT E – cont.

PROPOSER: E.R. Block plumbing
(Company Name)

CONTRACT PROPOSAL

The undersigned declares that he has carefully examined the location(s) of the proposed work, that he has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth on the following proposal. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM BASE COMPENSATION SHEET):

four thousand two hundred forty dollars and no/100
(Dollar Amount in Words)

$ 4,240.00
(Dollar Amount in Figures)

Date: 3-31-2010

Proposer: E.R. Block plumbing
(Company Name)

By: Grey Ross
(Signature)

Title: President

State License Number and Classification: 675567 C-36

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF California

PRESIDENT Grey Ross

(Corporate Seal)

SECRETARY Stacy Ross

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Item No. B.3

MV00201072

R.F.P. # BDEMS/10
EXHIBIT E – cont.

AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is cash, a cashier's check, or a certified check, or a Proposal Surety Bond for 424.00, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated 3-31-2010

Signature of Proposer E.R. Block Plumbing

By Grey Ross

Address of Proposer 10916 Hole AVE
Riverside CA 92505

Telephone Number of Proposer (951) 687-4012

Names and Addresses of Members of the Firm:

Grey Ross 7280 Ashley ST COLTON CA 92324
STACY Ross 7280 Ashley ST COLTON CA 92324
(If a Corporation)

Signature of Proposer E.R Block plumbing

By Grey Ross

Title President

Business Address 10916 Hole AVE.
Riverside CA 92505

R.F.P. # BDEMS/10
EXHIBIT E – cont.

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF)§

(NAME) Grey Ross, affiant being first duly sworn, deposes and says:

That he or she is President (sole owner, partner or other proper title) of E.R. Block plumbing (Contractor) the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: E.R. Block plumbing

Bidder's Address: 10910 Hole Ave
Riverside CA. 92505

Telephone No.: 951-687-4011

Grey Ross (Signature of Bidder) President (Title)

ALL SIGNATURES MUST BE NOTARIZED

STEFANIE L. ROSS
COMM. #1741961
Notary Public-California
RIVERSIDE COUNTY
My Comm. Exp. April 26, 2011

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Item No. B.3

MV00201074

ACORD® CERTIFICATE OF LIABILITY INSURANCE

OP ID KG
ERBLO-2

DATE (MM/DD/YYYY) 06/24/10

PRODUCER
Alliant Insurance Services,Inc
(Lic-0C36861)
735 Carnegie Drive, Ste 200
San Bernardino CA 92408
Phone: 909-886-9861 Fax: 909-886-2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

E R Block Plumbing
10910 Hole Avenue
Riverside CA 92505

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Peerless Insurance Company	A(XV)CA
INSURER B: Preferred Employers Insurance	A+(XV)CA
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	CBP8429805	03/01/10	03/01/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	X	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS A X HIRED AUTOS A X NON-OWNED AUTOS	CBP8429805	03/01/10	03/01/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO	RISK MANAGEMENT Approved			AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	M. Alonzo 7-28-10 By Date			EACH OCCURRENCE AGGREGATE	$ $ $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WKN10325510	09/01/09	09/01/10	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1000000 $ 1000000 $ 1000000
		OTHER					
A		Property Section	CBP8429805	03/01/10	03/01/11	see below	if applies
A		Equipment Floate	CBP8429805	03/01/10	03/01/11		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

All Plumbing operations pertaining to named insured for certholder.
the City of Moreno Valley and the Moreno Valley Community Services District & Redevelopment Ageny of Moreno Valley are add'l insd as respects gen'l liab per GECG602 09/04; add'l insd as respects auto liab per GECA701 01/07; **SEE ATTACHED HOLDER NOTES**

CERTIFICATE HOLDER

CIMOR02

City of Moreno Valley
Public Works Dept
Spec Districts Admin
P O Box 1440
Moreno Valley CA 92338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL [redacted] MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, [redacted]

AUTHORIZED REPRESENTATIVE

Chad Shelton

ACORD 25 (2009/01)

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Item No. B.3

MV00201075

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

*30 day N O C except 10 day for non-payment of premium. XX LTR
Null & Voids prior certificate issued 02/26/10.

Alliant

DRIVER COMMERCIAL GROUP

June 24, 2010

Re: Insured: E R Block Plumbing
Policy Number: CBP8429805
Policy Period: 03/01/10 to 03/01/11
Policy Number: CBP8429805
Policy Period: 03/01/10 to 03/01/11
Policy Number: WKN10325510
Policy Period: 09/01/09 to 09/01/10

Certificate Holder: City of Moreno Valley
PO Box 1440
Moreno Valley, CA 92338
Certificate Date: 06/24/10

To Whom it may Concern:

Certificate Holders for certain jobs performed by the above captioned Insured require the cancellation wording for their certificate of insurance be amended to exclude the "endeavor to.....but failure to....."wording contained in the cancellation clause.

It is agreed and understood that, in the event of cancellation and Alliant Insurance Services, Inc. is notified, we will advise Certificate Holder of said change and will not be the responsibility of the Insurance Company.

Sincerely,

Authorized Signature

6-24-10
Date

KG

Alliant Insurance Services, Inc. • 735 East ie Drive • Suite 200 • San Bernardino, C
PHONE (909) 886-9861 • FAX (909) 3 www.alliantinsurance.com • License No. 0C

Item No. B.3

COMMERCIAL LIABILITY GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

2. Exclusions
   Item 2.g. 2) is replaced with the following:
   2.g. 2) A watercraft you do not own that is:
   a) less than 50 feet long; and
   b) Not being used to carry persons or property for a charge.
   Item 2.g. 6) is added:
   6) An aircraft in which you have no ownership interest and that you have chartered with crew.

The last paragraph OF 2. Exclusions is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

SECTION I – COVERAGES

COVERAGE C. MEDICAL PAYMENTS

If Medical Payments Coverage is provided under this policy, the following is changed:

3. Limits
   The medical expense limit provided by this policy shall be the greater of:
   a. $10,000; or
   b. The amount shown in the declarations.

Coverage C:. Medical Payments is primary and not contributing with any other insurance, even if that other insurance is also primary.

The following is added:

COVERAGE D. PRODUCT RECALL NOTIFICATION EXPENSES

Insuring Agreement

We will pay "product recall notification expenses" incurred by you for the withdrawal of your products, provided that
a. Such withdrawal is required because of a determination by you during the policy period, that the use or consumption of your products could result in "bodily injury" or "property damage"; and
b. The "product recall notification expenses" are incurred and reported to us during the policy period.

The most we will pay for "product recall notification expenses" during the policy period is $100,000.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

Item b. and d.are replaced with:

b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

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d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to $500 a day because of time off from work.

SECTION II – WHO IS AN INSURED

Item 4. is replaced with:

4. Any subsidiaries, companies, corporations, firms or organizations you acquire or form during the policy period over which you maintain a controlling interest of greater than 50% of the stock or assets, will qualify as a Named Insured if;
   a) you have the responsibility of placing insurance for such entity; and
   b) coverage for the entity is not otherwise more specifically provided, and
   c) the entity is incorporated or organized under the laws of the United States of America.

However, coverage under this provision does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the entity, or "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the entity.

Coverage under the provision is afforded only under the end of the policy period, or the twelve (12) month anniversary of the policy inception date whichever is earlier.

SECTION III – LIMITS OF INSURANCE

Paragraph 2 is amended to include:

The General Aggregate Limit of Insurance applies separately to each "location" owned by you, rented to you, or occupied by you with the permission of the owner.

Paragraph 6 is replaced with the following:

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, or managed by you under a written agreement with the owner, arising out of any one fire, explosion or sprinkler leakage incident.

The Fire Damage Limit provided by this policy shall be the greater of.

a. $500,000 or
b. The amount shown in the Declarations.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

Item 2.a. is replaced with:

2. Duties in the Event of Occurrence, Offense, claim or Suit
   a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the "occurrence", offense, claim or "suit". Knowledge of an "occurrence", offense, claim or "suit" by other employee(s) does not imply you also have such knowledge. To the extent possible, notice to us should include:
      1) How, when and where the "occurrence" or offense took place;
      2) The names and addresses of any injured persons and witnesses; and
      3) The nature and location of any injury or damage arising out of the "occurrence", offense, claim or "suit".

Item 4.b. 1) b) is replaced with:

b. Excess Insurance
   1) b) That is Fire, Explosion or Sprinkler Leakage Insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, or

Item 6. is amended to include:

6. Representations
   2) If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 8 is replaced with:

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8. Transfer of Rights of Recovery Against Others To Us
   a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.
      b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under that written "insured contract" for that person or organization and included in the "products-completed operations hazard".

Item 10. and Item 11. are added:

10. Cancellation Condition

    If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 60 days prior to the effective date of cancellation.

11. Liberalization
    If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

SECTION V – DEFINITIONS

The following definitions are added or changed:

9. "Insured contract"
   a. Is changed to:
   a. A Contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an "insured contract".

23 and 24 are added:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
24. "Product recall notification expenses" means the reasonable additional expenses (including, but not limited to, cost of correspondence, newspaper and magazine advertising, radio or television announcements and transportation cost), necessarily incurred in arranging for the return of products, but excluding costs of the replacement products and the cash value of the damaged products.

The following Provisions are also added to this Coverage Part:

A. ADDITIONAL INSUREDS-BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is not entitled to any notices that we are required to send to the Named Insured and is an additional insured only with respect to liability arising out of.
   a. Your ongoing operations performed for that person or organization; or
   b. Premises or facilities owned or used by you.

With respect to provision 1.a. above, a person's or organization's status as an insured under this endorsement ends when your operations for that person or organization are completed.

With respect to provision 1.b. above, a person's organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises or facilities ends.

2. This endorsement provision A. does not apply:
   a. Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury", "property damage" or "personal and advertising injury",
   b. To "bodily injury" or "property damage" occurring after:
      (1) All work, including materials, parts or equipment furnished in connection with such work, in the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

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(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

c. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:
   (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
   (2) Supervisory, inspection, architectural or engineering activities.

d. To "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.

e. To any person or organization included as an insured under provision B. of this endorsement.

f. To any person or organization included as an insured by a separate additional insured endorsement issued by us and made a part of this policy.

B. ADDITIONAL INSURED – VENDORS

Paragraph 2. under SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization (referred to below as "vendor") with whom you agreed, in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions.

1. The insurance afforded the vendor does not apply to:
   a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.
   b. Any express warranty unauthorized by you.
   c. Any physical or chemical change in the product made intentionally by the vendor.
   d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
   e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the course of business, in connection with the distribution or sale of the products;
   f. Demonstration, installation, servicing or repair operations except such operations performed at the vendor's premises in connection with the sale of the product.
   g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor, or
   h. To "bodily injury" or "property damage" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.
2. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

Additional Insured: the City of Moreno Valley and the Moreno Valley Community Services District & Redevelopment Agency of Moreno Valley

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Insured Name: E R Block Plumbing

Policy Number: CBP8429805

Policy Effective Date: 03/01/10

COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II – LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.

e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:

(1) If there is similar insurance or a self-insured retention plan available to that organization; or

(2) To 'bodily injury' or 'property damage' that occurred before you acquired or formed the organization.

f. Any volunteer or employee of yours while using a covered 'auto' you do not own, hire or borrow in your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.

g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered 'auto' by an insured, if:

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(1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:

(a) An expressed provision of an 'insured contract,, or written agreement; or

(b) An expressed condition of a written permit issued to you by a governmental or public authority.

(2) The 'bodily injury' or 'property damage' is caused by an 'accident' which takes place after.

(a) You executed the 'insured contract'; or written agreement; or

(b) The permit has been issued to you.

2. COVERAGE EXTENSIONS

a. Supplementary Payments

Subparagraphs (2) and (4) are amended as follows:

(2) Up to $2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident: we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the 'insured' at our request, including actual loss of earning up to $500 a day because of time off from work.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. Hired Auto Physical Damage

a. Any "auto' you lease, hire, rent or borrow from someone other than your employees or partners or members of their household is a covered 'auto' for each of your physical damage coverages.

b. The most we will pay for 'loss' in any one 'accident' is the smallest of:

(1) $50,000

(2) The actual cash value of the damaged or stolen property as of the time of the 'loss''; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the 'accident', we will also pay up to $500 per 'accident' for the actual loss of use to the owner of the covered 'auto'.

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned 'auto' for that coverage. However, any Comprehensive coverage deductible shown in the Declarations does not

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apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered 'auto' you hire without a driver and excess over any other collectible insurance for any covered 'auto' that you hire with a driver.

5. Rental Reimbursement Coverage

We will pay up to $75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an 'auto' because of 'loss' to a covered 'auto'. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than $75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to $500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered' auto'.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph **4. Coverage Extension.**

8. Lease Gap Coverage

If a long-term leased 'auto' is a covered 'auto' and the lessor is named as an Additional Insured – Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the 'auto' at the time of the loss and the 'outstanding balance' of the lease.

'Ourstanding balance' means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

B. EXCLUSIONS

The following is added to Paragraph 3:

The exclusion for 'loss' caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for 'loss' to any of the following:
   a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

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b. Equipment designed or used for the detection or location of radar.

c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c. does not apply to:

(1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered 'auto' at the time of the 'loss' and such equipment is designed to be solely operated by use of the power from the 'auto's' electrical system, in or upon the covered 'auto'; or

(2) Any other electronic equipment that is:

(a) Necessary for the normal operation of the covered 'auto' or the monitoring of the covered 'auto's' operating system; or

(b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered 'auto' normally used by the manufacturer for installation of a radio.

C. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV. – BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

2. **Duties In The Event of Accident, Claim, Suite, or Loss**

a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim 'suite', or loss. Knowledge of an accident, claim, 'suit', or loss, by other employee(s) does not imply you also have such knowledge.

b. To the extent possible, notice to us should include:

(1) How, when and where the accident or loss took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured g.**, but only as respects loss arising out of the operation, maintenance or use of a covered

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'auto' pursuant to the provisions of the 'insured contract', written agreement, or permit.

B. GENERAL CONDITIONS

9. is added

9. UNINTENTIONAL FAIRLURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason

Additional Insured: the City of Moreno Valley and the Moreno Valley Community Services District & Redevelopment Agency of Moreno Valley

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ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID KG
ERBLO-2

DATE (MM/DD/YYYY) 08/23/10

PRODUCER
Alliant Insurance Services,Inc
(Lic-0C36861)
735 Carnegie Drive, Ste 200
n Bernardino CA 92408
one: 909-886-9861 Fax: 909-886-2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
E R Block Plumbing
10910 Hole Avenue
Riverside CA 92505

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Peerless Insurance Company	A(XV)CA
INSURER B:	Preferred Employers Insurance	A+(XV)CA
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	CBP8429805	03/01/10	03/01/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
A	X	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS A X HIRED AUTOS A X NON-OWNED AUTOS	CBP8429805	03/01/10	03/01/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC / AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WKN10325511	09/01/10	09/01/11	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1000000 $1000000 $1000000
A A		OTHER Property Section Equipment Floate	CBP8429805 CBP8429805	03/01/10 03/01/10	03/01/11 03/01/11	see below if applies	

RISK MANAGEMENT
Approved
M. Alvarez 10-11-10
By Date

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

All Plumbing opertions pertaining to named insured for certholder. the City of Moreno Valley and the Moreno Valley Community Services District & Redevelopment Ageny of Moreno Valley are add'l insd as respects gen'l liab per GECG602 09/04; add'l insd as respects auto liab per GECA701 01/07; **SEE ATTACHED HOLDER NOTES**

CERTIFICATE HOLDER

CIMOR02

City of Moreno Valley
Public Works Dept
Spec Districts Admin
P O Box 1440
Moreno Valley CA 92338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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Item No. B.3

MV00201088

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

NOTEPAD: HOLDER CODE CIMOR02 ERBLO-2 PAGE 3
INSURED'S NAME E R Block Plumbing OP ID KG DATE 08/23/10

*30 day N O C except 10 day for non-payment of premium. XX LTR

Item No. B.3

Insured: E R Block Plumbing
Policy No: CBP8429805

COMMERCIAL LIABILITY GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

2. Exclusions
   Item 2.g. 2) is replaced with the following:
   2.g. 2) A watercraft you do not own that is:
   a) less than 50 feet long; and
   b) Not being used to carry persons or property for a charge.
   Item 2.g. 6) is added:
   6) An aircraft in which you have no ownership interest and that you have chartered with crew.

The last paragraph OF 2. Exclusions is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

SECTION I – COVERAGES

COVERAGE C. MEDICAL PAYMENTS

If Medical Payments Coverage is provided under this policy, the following is changed:

3. Limits
   The medical expense limit provided by this policy shall be the greater of:
   a. $10,000; or
   b. The amount shown in the declarations.

Coverage C:. Medical Payments is primary and not contributing with any other insurance, even if that other insurance is also primary.

The following is added:

COVERAGE D. PRODUCT RECALL NOTIFICATION EXPENSES

Insuring Agreement

We will pay "product recall notification expenses" incurred by you for the withdrawal of your products, provided that
a. Such withdrawal is required because of a determination by you during the policy period, that the use or consumption of your products could result in "bodily injury" or "property damage"; and
b. The "product recall notification expenses" are incurred and reported to us during the policy period.

The most we will pay for "product recall notification expenses" during the policy period is $100,000.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

Item b. and d.are replaced with:

b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

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MV00201091

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to $500 a day because of time off from work.

SECTION II – WHO IS AN INSURED

Item 4. is replaced with:

4. Any subsidiaries, companies, corporations, firms or organizations you acquire or form during the policy period over which you maintain a controlling interest of greater than 50% of the stock or assets, will qualify as a Named Insured if;
   a) you have the responsibility of placing insurance for such entity; and
   b) coverage for the entity is not otherwise more specifically provided, and
   c) the entity is incorporated or organized under the laws of the United States of America.

However, coverage under this provision does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the entity, or "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the entity.

Coverage under the provision is afforded only under the end of the policy period, or the twelve (12) month anniversary of the policy inception date whichever is earlier.

SECTION III – LIMITS OF INSURANCE

Paragraph 2 is amended to include:

The General Aggregate Limit of Insurance applies separately to each "location" owned by you, rented to you, or occupied by you with the permission of the owner.

Paragraph 6 is replaced with the following:

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, or managed by you under a written agreement with the owner, arising out of any one fire, explosion or sprinkler leakage incident.

The Fire Damage Limit provided by this policy shall be the greater of.

a. $500,000 or
b. The amount shown in the Declarations.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

Item 2.a. is replaced with:

2. Duties in the Event of Occurrence, Offense, claim or Suit
   a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the "occurrence", offense, claim or "suit". Knowledge of an "occurrence", offense, claim or "suit" by other employee(s) does not imply you also have such knowledge. To the extent possible, notice to us should include:
      1) How, when and where the "occurrence" or offense took place;
      2) The names and addresses of any injured persons and witnesses; and
      3) The nature and location of any injury or damage arising out of the "occurrence", offense, claim or "suit".

Item 4.b. 1) b) is replaced with:

   b. Excess Insurance
      1) b) That is Fire, Explosion or Sprinkler Leakage Insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, or

Item 6. is amended to include:

6. Representations
   2) If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 8 is replaced with:

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8. Transfer of Rights of Recovery Against Others To Us
   a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.
   b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under that written "insured contract" for that person or organization and included in the "products-completed operations hazard".

Item 10. and Item 11. are added:

10. Cancellation Condition

    If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 60 days prior to the effective date of cancellation.

11. Liberalization
    If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

SECTION V – DEFINITIONS

The following definitions are added or changed:

9. "Insured contract"
   a. Is changed to:
   a. A Contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an "insured contract".

23 and 24 are added:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
24. "Product recall notification expenses" means the reasonable additional expenses (including, but not limited to, cost of correspondence, newspaper and magazine advertising, radio or television announcements and transportation cost), necessarily incurred in arranging for the return of products, but excluding costs of the replacement products and the cash value of the damaged products.

The following Provisions are also added to this Coverage Part:

A. ADDITIONAL INSUREDS-BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is not entitled to any notices that we are required to send to the Named Insured and is an additional insured only with respect to liability arising out of:
   a. Your ongoing operations performed for that person or organization; or
   b. Premises or facilities owned or used by you.

With respect to provision 1.a. above, a person's or organization's status as an insured under this endorsement ends when your operations for that person or organization are completed.

With respect to provision 1.b. above, a person's organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises or facilities ends.

2. This endorsement provision A. does not apply:
   a. Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury", "property damage" or "personal and advertising injury",
   b. To "bodily injury" or "property damage" occurring after:
      (1) All work, including materials, parts or equipment furnished in connection with such work, in the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

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(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

c. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(2) Supervisory, inspection, architectural or engineering activities.

d. To "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.

e. To any person or organization included as an insured under provision B. of this endorsement.

f. To any person or organization included as an insured by a separate additional insured endorsement issued by us and made a part of this policy.

B. ADDITIONAL INSURED – VENDORS

Paragraph 2. under SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization (referred to below as "vendor") with whom you agreed, in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions.

1. The insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.

b. Any express warranty unauthorized by you.

c. Any physical or chemical change in the product made intentionally by the vendor.

d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or substitution of parts under instructions from the manufacturer, and then repackaged in the original container.

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations except such operations performed at the vendor's premises in connection with the sale of the product.

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor, or

h. To "bodily injury" or "property damage" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.

2. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

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Insured Name: E R Block Plumbing
Policy Number: CBP8429805

COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II – LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.

e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:

(1) If there is similar insurance or a self-insured retention plan available to that organization; or
(2) To 'bodily injury' or 'property damage' that occurred before you acquired or formed the organization.

f. Any volunteer or employee of yours while using a covered 'auto' you do not own, hire or borrow in your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.

g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered 'auto' by an insured, if:

(1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
(a) An expressed provision of an 'insured contract,, or written agreement; or
(b) An expressed condition of a written permit issued to you by a governmental or public authority.
(2) The 'bodily injury' or 'property damage' is caused by an 'accident' which takes place after.
(a) You executed the 'insured contract'; or written agreement; or
(b) The permit has been issued to you.

2. COVERAGE EXTENSIONS

a. Supplementary Payments

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Subparagraphs (2) and (4) are amended as follows:

(2) Up to $2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the 'insured' at our request, including actual loss of earning up to $500 a day because of time off from work.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. Hired Auto Physical Damage

a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners or members of their household is a covered 'auto' for each of your physical damage coverages.

b. The most we will pay for 'loss' in any one 'accident' is the smallest of:

(1) $50,000

(2) The actual cash value of the damaged or stolen property as of the time of the 'loss'; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the 'accident', we will also pay up to $500 per 'accident' for the actual loss of use to the owner of the covered 'auto'.

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned 'auto' for that coverage. However, any Comprehensive coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered 'auto' you hire without a driver and excess over any other collectible insurance for any covered 'auto' that you hire with a driver.

5. Rental Reimbursement Coverage

We will pay up to $75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an 'auto' because of 'loss' to a covered 'auto'. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than $75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to $500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered' auto'.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. Coverage Extension.

8. Lease Gap Coverage

If a long-term leased 'auto' is a covered 'auto' and the lessor is named as an Additional Insured – Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the 'auto' at the time of the loss

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and the 'outstanding balance' of the lease.

'Outstanding balance' means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

B. EXCLUSIONS

The following is added to Paragraph 3:

The exclusion for 'loss' caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for 'loss' to any of the following:
   a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
   b. Equipment designed or used for the detection or location of radar.
   c. Any electronic equipment that receives or transmits audio, visual or data signals.
      Exclusion 4.c. does not apply to:
      (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered 'auto' at the time of the 'loss' and such equipment is designed to be solely operated by use of the power from the 'auto's' electrical system, in or upon the covered 'auto'; or
      (2) Any other electronic equipment that is:
         (a) Necessary for the normal operation of the covered 'auto' or the monitoring of the covered 'auto's' operating system; or
         (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered 'auto' normally used by the manufacturer for installation of a radio.

C. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV. – BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

2. Duties In The Event of Accident, Claim, Suite, or Loss
   a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim 'suite', or loss. Knowledge of an accident, claim, 'suit', or loss, by other employee(s) does not imply you also have such knowledge.

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b. To the extent possible, notice to us should include:
(1) How, when and where the accident or loss took place;
(2) The names and addresses of any injured persons and witnesses; and
(3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.
We waive any right of recovery we may have against any additional insured under Coverage A, 1. Who Is An Insured g., but only as respects loss arising out of the operation, maintenance or use of a covered 'auto' pursuant to the provisions of the 'insured contract', written agreement, or permit.

B. GENERAL CONDITIONS

9. is added
9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS
Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:
b. 60 days before the effective date of cancellation if we cancel for any other reason

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EXTENSION AGREEMENT
PROJECT NO. BDEMS/10
BACKFLOW TESTING SERVICES

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **E. R. Block Plumbing, Inc.** (hereafter, "Contractor").

WHEREAS, the District and Contractor entered into an agreement dated June 3, 2010, referencing Project No. BDEMS/10 regarding backflow testing services hereafter, "Agreement").

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement by a period of twelve (12) months under the following additional terms:

1. The extension period shall commence on **July 1, 2011**, and shall terminate on **June 30, 2012.**

2. In accordance with Exhibit D, Paragraph 1(b) of the Agreement, this Extension shall be considered the first of four possible extensions of the Agreement.

3. Notwithstanding Exhibit C, Paragraph 1(b)(1) of the Agreement, for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension the total amount due for all backflow devices tested the previous month at the Contractor's Cost Per Test price, which shall be **$20.00**. The total contract amount for the twelve (12) month extension period shall not exceed **FOUR THOUSAND TWO HUNDRED FOURTY AND NO/100 ($4,240.00).**

4. Except as set forth above, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

Dated:_____

MORENO VALLEY COMMUNITY SERVICES DISTRICT

By: _____ 6-8-11
Special Districts Division Manager, acting in the Capacity of District Manager to the Moreno Valley Community Services District

CONTRACTOR:

_____ Signature	_____ Signature
GREG ROSS Printed Name	STACY ROSS Printed Name
PRESIDENT Title	SECRETARY Title

E.R. BLOCK PLUMBING INC
Company Name

(Corporate Seal)

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
DEPUTY City Attorney

6-7-11
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

OP ID: KG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/22/11

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

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

PRODUCER
Alliant Insurance Services,Inc
(Lic-0C36861)
735 Carnegie Drive, Ste 200
San Bernardino, CA 92408
DO NOT USE - Jay Jahn
909-886-9861
909-886-2013

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: ERBLO-2

INSURED
E R Block Plumbing
10910 Hole Avenue
Riverside, CA 92505

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Peerless Insurance Company A(XV) CA	
INSURER B: Preferred Employers Insurance A+(XV) CA	
INSURER C:	
INSURER D: GENERAL & AUTO LIABILITY	
INSURER E: RENEWALS ONLY	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		CBP8429805	03/01/11	03/01/12	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X		BA8830628	03/01/11	03/01/12	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
								$	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE	$	
							AGGREGATE	$	
								$	
								$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WKN10325511	09/01/10	09/01/11	X WC STATU-TORY LIMITS OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

RISK MANAGEMENT
Approved
M. Alonzo 3-2-11
By Date

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
All Plumbing opertions pertaining to named insured for certholder.
the City of Moreno Valley and the Moreno Valley Community Services District & Redevelopment Ageny of Moreno Valley are add'l insd as respects gen'l liab per GEC5602 09/04; add'l insd as respects auto liab per GECA701 01/07.

CERTIFICATE HOLDER

CIMOR02

City of Moreno Valley
Public Works Dept
Spec Districts Admin
PO Box 1440
Moreno Valley, CA 92338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Chuck Shaklee

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Item No. B.3

MV00201101

Policy No: CBP8429805

COMMERCIAL LIABILITY GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

2. Exclusions
   Item 2.g. 2) is replaced with the following:
   2.g. 2) A watercraft you do not own that is:
   a) less than 50 feet long; and
   b) Not being used to carry persons or property for a charge.
   Item 2.g. 6) is added:
   6) An aircraft in which you have no ownership interest and that you have chartered with crew.

The last paragraph OF 2. Exclusions is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

SECTION I – COVERAGES

COVERAGE C. MEDICAL PAYMENTS

If Medical Payments Coverage is provided under this policy, the following is changed:

3. Limits
   The medical expense limit provided by this policy shall be the greater of:
   a. $10,000; or
   b. The amount shown in the declarations.

Coverage C:. Medical Payments is primary and not contributing with any other insurance, even if that other insurance is also primary.

The following is added:

COVERAGE D. PRODUCT RECALL NOTIFICATION EXPENSES

Insuring Agreement

We will pay "product recall notification expenses" incurred by you for the withdrawal of your products, provided that
a. Such withdrawal is required because of a determination by you during the policy period, that the use or consumption of your products could result in "bodily injury" or "property damage"; and
b. The "product recall notification expenses" are incurred and reported to us during the policy period.

The most we will pay for "product recall notification expenses" during the policy period is $100,000.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

Item b. and d.are replaced with:

b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

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d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to $500 a day because of time off from work.

SECTION II – WHO IS AN INSURED

Item 4. is replaced with:

4. Any subsidiaries, companies, corporations, firms or organizations you acquire or form during the policy period over which you maintain a controlling interest of greater than 50% of the stock or assets, will qualify as a Named Insured if;
   a) you have the responsibility of placing insurance for such entity; and
   b) coverage for the entity is not otherwise more specifically provided, and
   c) the entity is incorporated or organized under the laws of the United States of America.

However, coverage under this provision does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the entity, or "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the entity.

Coverage under the provision is afforded only under the end of the policy period, or the twelve (12) month anniversary of the policy inception date whichever is earlier.

SECTION III – LIMITS OF INSURANCE

Paragraph 2 is amended to include:

The General Aggregate Limit of insurance applies separately to each "location" owned by you, rented to you, or occupied by you with the permission of the owner.

Paragraph 6 is replaced with the following:

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, or managed by you under a written agreement with the owner, arising out of any one fire, explosion or sprinkler leakage incident.

The Fire Damage Limit provided by this policy shall be the greater of.

a. $500,000 or
b. The amount shown in the Declarations.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

Item 2.a. is replaced with:

2. Duties in the Event of Occurrence, Offense, claim or Suit
   a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the "occurrence", offense, claim or "suit". Knowledge of an "occurrence", offense, claim or "suit" by other employee(s) does not imply you also have such knowledge. To the extent possible, notice to us should include:
      1) How, when and where the "occurrence" or offense took place;
      2) The names and addresses of any injured persons and witnesses; and
      3) The nature and location of any injury or damage arising out of the "occurrence", offense, claim or "suit".

Item 4.b. 1) b) is replaced with:

b. Excess Insurance
   1) b) That is Fire, Explosion or Sprinkler Leakage Insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, or

Item 6. is amended to include:

6. Representations
   2) If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 8 is replaced with:

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8. Transfer of Rights of Recovery Against Others To Us
   a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.
      b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under that written "insured contract" for that person or organization and included in the "products-completed operations hazard".

Item 10. and Item 11. are added:

10. Cancellation Condition

    If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 60 days prior to the effective date of cancellation.

11. Liberalization
    If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

SECTION V – DEFINITIONS

The following definitions are added or changed:

9. "Insured contract"
   a. Is changed to:
   a. A Contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an "insured contract".

23 and 24 are added:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
24. "Product recall notification expenses" means the reasonable additional expenses (including, but not limited to, cost of correspondence, newspaper and magazine advertising, radio or television announcements and transportation cost), necessarily incurred in arranging for the return of products, but excluding costs of the replacement products and the cash value of the damaged products.

The following Provisions are also added to this Coverage Part:

A. ADDITIONAL INSUREDS-BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is not entitled to any notices that we are required to send to the Named Insured and is an additional insured only with respect to liability arising out of.
   a. Your ongoing operations performed for that person or organization; or
   b. Premises or facilities owned or used by you.

With respect to provision 1.a. above, a person's or organization's status as an insured under this endorsement ends when your operations for that person or organization are completed.

With respect to provision 1.b. above, a person's organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises or facilities ends.

2. This endorsement provision A. does not apply:
   a. Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury", "property damage" or "personal and advertising injury",
   b. To "bodily injury" or "property damage" occurring after:
      (1) All work, including materials, parts or equipment furnished in connection with such work, in the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

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(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

c. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:
   (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
   (2) Supervisory, inspection, architectural or engineering activities.

d. To "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.

e. To any person or organization included as an insured under provision B. of this endorsement.

f. To any person or organization included as an insured by a separate additional insured endorsement issued by us and made a part of this policy.

B. ADDITIONAL INSURED – VENDORS

Paragraph 2. under SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization (referred to below as "vendor") with whom you agreed, in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions.

1. The insurance afforded the vendor does not apply to:
   a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.
   b. Any express warranty unauthorized by you.
   c. Any physical or chemical change in the product made intentionally by the vendor.
   d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
   e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the course of business, in connection with the distribution or sale of the products;
   f. Demonstration, installation, servicing or repair operations except such operations performed at the vendor's premises in connection with the sale of the product.
   g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor, or
   h. To "bodily injury" or "property damage" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.
2. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

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Policy No: BA8830628

COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II – LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.

e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:

(1) If there is similar insurance or a self-insured retention plan available to that organization; or
(2) To 'bodily injury' or 'property damage' that occurred before you acquired or formed the organization.

f. Any volunteer or employee of yours while using a covered 'auto' you do not own, hire or borrow in your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.

g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered 'auto' by an insured, if:

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(1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:

(a) An expressed provision of an 'insured contract,, or written agreement; or

(b) An expressed condition of a written permit issued to you by a governmental or public authority.

(2) The 'bodily injury' or 'property damage' is caused by an 'accident' which takes place after.

(a) You executed the 'insured contract'; or written agreement; or

(b) The permit has been issued to you.

2. COVERAGE EXTENSIONS

a. Supplementary Payments

Subparagraphs (2) and (4) are amended as follows:

(2) Up to $2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident: we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the 'insured' at our request, including actual loss of earning up to $500 a day because of time off from work.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. Hired Auto Physical Damage

a. Any "auto' you lease, hire, rent or borrow from someone other than your employees or partners or members of their household is a covered 'auto' for each of your physical damage coverages.

b. The most we will pay for 'loss' in any one 'accident' is the smallest of:

(1) $50,000

(2) The actual cash value of the damaged or stolen property as of the time of the 'loss'"; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the 'accident', we will also pay up to $500 per 'accident' for the actual loss of use to the owner of the covered 'auto'.

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned 'auto' for that coverage. However, any Comprehensive coverage deductible shown in the Declarations does not

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apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered 'auto' you hire without a driver and excess over any other collectible insurance for any covered 'auto' that you hire with a driver.

5. Rental Reimbursement Coverage

We will pay up to $75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an 'auto' because of 'loss' to a covered 'auto'. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than $75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to $500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered' auto'.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph **4. Coverage Extension.**

8. Lease Gap Coverage

If a long-term leased 'auto' is a covered 'auto' and the lessor is named as an Additional Insured – Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the 'auto' at the time of the loss and the 'outstanding balance' of the lease.

'Ourstanding balance' means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

B. EXCLUSIONS

The following is added to Paragraph 3:

The exclusion for 'loss' caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for 'loss' to any of the following:
   a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

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b. Equipment designed or used for the detection or location of radar.

c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c. does not apply to:

(1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered 'auto' at the time of the 'loss' and such equipment is designed to be solely operated by use of the power from the 'auto's' electrical system, in or upon the covered 'auto'; or

(2) Any other electronic equipment that is:

(a) Necessary for the normal operation of the covered 'auto' or the monitoring of the covered 'auto's' operating system; or

(b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered 'auto' normally used by the manufacturer for installation of a radio.

C. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV. – BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

2. **Duties In The Event of Accident, Claim, Suite, or Loss**

a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim 'suite', or loss. Knowledge of an accident, claim, 'suit', or loss, by other employee(s) does not imply you also have such knowledge.

b. To the extent possible, notice to us should include:

(1) How, when and where the accident or loss took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured g.**, but only as respects loss arising out of the operation, maintenance or use of a covered

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'auto' pursuant to the provisions of the 'insured contract', written agreement, or permit.

B. GENERAL CONDITIONS

9. is added

9. UNINTENTIONAL FAIRLURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason

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EXTENSION AGREEMENT
PROJECT NO. BDEMS/10
BACKFLOW TESTING SERVICES

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **E. R. Block Plumbing, Inc.** (hereafter, "Contractor").

WHEREAS, the District and Contractor entered into an agreement dated June 3, 2010, referencing Project No. BDEMS/10 regarding backflow testing services (hereafter, "Agreement").

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement.

WHEREAS the Extension of the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2012**, and shall terminate on **June 30, 2013**.

2. In accordance with Exhibit D, Section 1b of the Agreement, this Extension shall be considered the second of four possible extensions of the Agreement.

3. Notwithstanding Exhibit C, 1., b.,1., for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension for all backflow devices tested the previous month at the Contractor's Cost Per Test price, which shall be **TWENTY AND 00/100 DOLLARS ($20.00)**. The total contract amount for the twelve (12) month extension period shall not exceed **FOUR THOUSAND TWO HUNDREND-FORTY AND 00/100 DOLLARS ($4,240.00).**

4. Notwithstanding Exhibit C, 2. a. and Exhibit E, Additional Work Price List, of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the CSD Board (City Council), the Director (the Public Works Director/City Engineer or his designated appointee) may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **THIRTY THOUSAND AND 00/100 DOLLARS ($30,000.00)** for necessary normal or emergency repair work and replacement parts as may be supplied by the Contractor.

5. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

EXTENSION AGREEMENT
PROJECT NO. BDEMS/10
BACKFLOW TESTING SERVICES

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley
Community Services District

By: _____
Title: Financial & Administrative Services Director, acting in the capacity of Chief Fiscal Officer to the Moreno Valley Community Services District

Date: 7/2/12

Contractor: E. R. Block Plumbing

By: _____
Title: (President or Vice President)

Date: 4-13-12

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

Suzanne Bryant
Deputy City Attorney

6-26-12
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

6/27/12
Date

By: _____
Title: Corporate Secretary or Assistant Secretary

Date: _____

Affix Corporate Seal Below

Item No. B.3

ERBLO-2 OP ID: SG

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/28/13

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

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

PRODUCER
Alliant Insurance Services,Inc
(Lic-0C36861)
735 Carnegie Drive, Ste 200
San Bernardino, CA 92408
Chuck Shanklin, CIC
909-886-9861
909-886-2013

CONTACT NAME: Kennail Goad
PHONE (A/C, No, Ext): 909-474-8770 FAX (A/C, No): 909-886-2013
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Golden Eagle Insurance Corp A(XV)/A	10836
INSURER B : Preferred Employers Insurance A(XV)/A	10900
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
E R Block Plumbing
10910 Hole Avenue
Riverside, CA 92505

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		CBP8429805	03/01/13	03/01/14	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X		BA8830628	03/01/13	03/01/14	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WKN10325513	09/01/12	09/01/13	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Property Section Special Form R/C			CBP8429805	03/01/13	03/01/14	See below	if applies

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

All Plumbing opertions pertaining to named insured for certholder. the City of Moreno Valley and the Moreno Valley Community Services District & Redevelopment Ageny of Moreno Valley are add'l insd as respects gen'l liab per GECG602 09/04; add'l insd as respects auto liab per GECA701 01/07.

Approved
SMB 3-28-13
By Date

CERTIFICATE HOLDER CIMOR02

City of Moreno Valley
Public Works Dept
Spec Districts Admin
P O Box 1440
Moreno Valley, CA 92338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Chuck Shanklin

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Item No. B.3

MV00201113

Policy No: CBP8429805

COMMERCIAL LIABILITY GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

2. Exclusions
   Item 2.g. 2) is replaced with the following:
   2.g. 2) A watercraft you do not own that is:
   a) less than 50 feet long; and
   b) Not being used to carry persons or property for a charge.
   Item 2.g. 6) is added:
   6) An aircraft in which you have no ownership interest and that you have chartered with crew.

The last paragraph OF 2. Exclusions is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

SECTION I – COVERAGES

COVERAGE C. MEDICAL PAYMENTS

If Medical Payments Coverage is provided under this policy, the following is changed:

3. Limits
   The medical expense limit provided by this policy shall be the greater of:
   a. $10,000; or
   b. The amount shown in the declarations.

Coverage C. Medical Payments is primary and not contributing with any other insurance, even if that other insurance is also primary.

The following is added:

COVERAGE D. PRODUCT RECALL NOTIFICATION EXPENSES

Insuring Agreement

We will pay "product recall notification expenses" incurred by you for the withdrawal of your products, provided that
a. Such withdrawal is required because of a determination by you during the policy period, that the use or consumption of your products could result in "bodily injury" or "property damage"; and
b. The "product recall notification expenses" are incurred and reported to us during the policy period.

The most we will pay for "product recall notification expenses" during the policy period is $100,000.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

Item b. and d. are replaced with:

b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

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d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to $500 a day because of time off from work.

SECTION II – WHO IS AN INSURED

Item 4. is replaced with:

4. Any subsidiaries, companies, corporations, firms or organizations you acquire or form during the policy period over which you maintain a controlling interest of greater than 50% of the stock or assets, will qualify as a Named Insured if;
   a) you have the responsibility of placing insurance for such entity; and
   b) coverage for the entity is not otherwise more specifically provided, and
   c) the entity is incorporated or organized under the laws of the United States of America.

However, coverage under this provision does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the entity, or "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the entity.

Coverage under the provision is afforded only under the end of the policy period, or the twelve (12) month anniversary of the policy inception date whichever is earlier.

SECTION III – LIMITS OF INSURANCE

Paragraph 2 is amended to include:

The General Aggregate Limit of Insurance applies separately to each "location" owned by you, rented to you, or occupied by you with the permission of the owner.

Paragraph 6 is replaced with the following:

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, or managed by you under a written agreement with the owner, arising out of any one fire, explosion or sprinkler leakage incident.

The Fire Damage Limit provided by this policy shall be the greater of:

a. $500,000 or
b. The amount shown in the Declarations.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

Item 2.a. is replaced with:

2. Duties in the Event of Occurrence, Offense, claim or Suit
   a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the "occurrence", offense, claim or "suit". Knowledge of an "occurrence", offense, claim or "suit" by other employee(s) does not imply you also have such knowledge. To the extent possible, notice to us should include:
      1) How, when and where the "occurrence" or offense took place;
      2) The names and addresses of any injured persons and witnesses; and
      3) The nature and location of any injury or damage arising out of the "occurrence", offense, claim or "suit".

Item 4.b. 1) b) is replaced with:

b. Excess Insurance
   1) b) That is Fire, Explosion or Sprinkler Leakage Insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, or

Item 6. is amended to include:

6. Representations
   2) If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 8 is replaced with:

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8. Transfer of Rights of Recovery Against Others To Us
   a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.
      b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under that written "insured contract" for that person or organization and included in the "products-completed operations hazard".

Item 10. and Item 11. are added:

10. Cancellation Condition

    If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 60 days prior to the effective date of cancellation.

11. Liberalization
    If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

SECTION V – DEFINITIONS

The following definitions are added or changed:

9. "Insured contract"
   a. Is changed to:
   a. A Contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an "insured contract".

   23 and 24 are added:

   23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
   24. "Product recall notification expenses" means the reasonable additional expenses (including, but not limited to, cost of correspondence, newspaper and magazine advertising, radio or television announcements and transportation cost), necessarily incurred in arranging for the return of products, but excluding costs of the replacement products and the cash value of the damaged products.

The following Provisions are also added to this Coverage Part:

A. ADDITIONAL INSUREDS-BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is not entitled to any notices that we are required to send to the Named Insured and is an additional insured only with respect to liability arising out of.
   a. Your ongoing operations performed for that person or organization; or
   b. Premises or facilities owned or used by you.

With respect to provision 1.a. above, a person's or organization's status as an insured under this endorsement ends when your operations for that person or organization are completed.

With respect to provision 1.b. above, a person's organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises or facilities ends.

2. This endorsement provision A. does not apply:
   a. Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury", "property damage" or "personal and advertising injury",
   b. To "bodily injury" or "property damage" occurring after:
      (1) All work, including materials, parts or equipment furnished in connection with such work, in the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

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(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

c. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(2) Supervisory, inspection, architectural or engineering activities.

d. To "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.

e. To any person or organization included as an insured under provision B. of this endorsement.

f. To any person or organization included as an insured by a separate additional insured endorsement issued by us and made a part of this policy.

B. ADDITIONAL INSURED – VENDORS

Paragraph 2. under SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization (referred to below as "vendor") with whom you agreed, in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions.

1. The insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.

b. Any express warranty unauthorized by you.

c. Any physical or chemical change in the product made intentionally by the vendor.

d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or substitution of parts under instructions from the manufacturer, and then repackaged in the original container.

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations except such operations performed at the vendor's premises in connection with the sale of the product.

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor, or

h. To "bodily injury" or "property damage" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.

2. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: May 14, 2013

TITLE: FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION PROJECT NO. DSG-1/10

RECOMMENDED ACTION

Recommendations:

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD Board): Approve the First Amendment to the Independent Contractor Agreement ("Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. DSG-1/10, ("First Amendment to Agreement for DSG-1/10") with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for Zone D-1 (DSG-1 full service level) tracts.

2. Authorize the City Manager to execute the First Amendment to the Agreement for DSG-1/10 with TruGreen Landcare.

3. Authorize an adjustment in the purchase order (PO) to TruGreen Landcare for an increase of $7,757.83 when the First Amendment to the Agreement for DSG-1/10 has been signed by all parties.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services. Zone E (extensive landscape maintenance), provides landscape maintenance services at full or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 Stoneridge Ranch), E-14 Mahogany Fields, E-15 (Celebration), and E-16 (Shadow Mountain).

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors who perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement ("Agreement") for landscape maintenance or other related specialty services, such as backflow testing, repair and replacement.

The Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. "Base services" include: mowing, edging and trimming of turf grass areas, pruning and trimming of shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes and groundcovers, and pesticide applications. Base services are performed on a scheduled rotation basis.

"Additional work" is unanticipated, extra services that may be required and can include added square footage to a service area at a pre-stated unit cost during the contracting term. Additional work services may include, but is not limited to, irrigation repairs, labor and materials, additional plant materials, fertilizer applications, and/or mulching, or unscheduled services as allowed per Exhibit E of the Agreement (See Attachment 3 - Additional Work Price List) or provided as a supplementary proposal for specialty services. While efforts are made to anticipate additional, unexpected or emergency work at the beginning of a contracting term, extra work and/or acceptance of additional service areas can occur which requires the Agreement to be amended to include the costs associated with any added additional work that may be required prior to the end of the term of the Agreement.

DISCUSSION

DSG-1/10 is the CSD landscape maintenance Agreement that covers the Zone D full service CSD maintained landscape service areas consistent with the terms of the CSD Zone D General Service Level Guidelines, as listed in the Moreno Valley Community

Services District Zone D (Parkway Landscape Maintenance) Service Plan Policy, adopted by the CSD Board on January 9, 2001, and most recently amended on April 26, 2011.

The Agreement as extended was authorized in the NTE amount of $66,158.84 ($61,458.84 for base maintenance services and $4,700.00 for additional work) for fiscal year (FY) 2012/13.

The base amount of the Agreement is being revised to include additional square footage of planter area along Tracts 31129 (1,185 sq. ft.) and 16769 (3,200 sq. ft.) at the additional work price as listed in the Agreement for an increase in the base amount of the Agreement.

A one-time payment of $1,804.80 is requested to be paid to the Contractor for some 3,200 sq. ft. of planter landscape maintenance for Tract 16769 that has been maintained in FYs 2010/11 and 2011/12, for which the Contractor was not compensated due to an understated sq. footage amount listed within the Agreement.

Due to budgetary constraints, staffing reductions were necessary in the Special Districts Division during FYs 2011/12 and 2012/13. In FY 2012/13, tasks normally performed by field personnel, including irrigation repair services had to be transitioned to the Contractor in order to keep up with the workload. As a result of this change, the Agreement's additional work allocation is in need of an increase from $4,700.00 to $9,500.00 (a $4,700.00 increase) to cover the cost of additional services to provide labor and materials for irrigation repair services.

This First Amendment to the Agreement for DSG-1/10 will increase the base maintenance cost by $2,957.83 ($1,153.03 for the addition of tracts and $1,804.80 for a one-time payment) and the additional work cost by $4,800.00 for a total increase of $7,757.83. These adjustments are consistent with the unit costs identified in the Agreement. Approval of the First Amendment to the Agreement for DSG-1/10 will increase the NTE amount to $73,916.67 ($64,416.67 for base maintenance services and $9,500.00 for additional work) for FY 2012/13.

ALTERNATIVES

1. Approve the First Amendment to the Agreement for DSG-1/10 with TruGreen Landcare, for Zone D (DSG-1 full service level) tracts in the form attached hereto to provide continuation of landscape maintenance and maintenance related services, authorize the City Manager to execute said First Amendment to the Agreement for DSG-1/10 with TruGreen Landcare, and authorize an increase in the purchase order to TruGreen Landcare in the amount of $7,757.83. *By selecting this alternative the CSD Board will prevent interruptions in landscape maintenance services and allow for the necessary funding of additional work to be performed within those CSD landscaped service areas for the 2012/13 fiscal year.*

2. Do not approve the First Amendment to the Agreement for DSG-1/10 with TruGreen Landcare, in the form attached hererto for Zone D (DSG-1 full service level) tracts for continuation of landscape maintenance services, do not authorize the City Manager to execute said First Amendment to the Agreement for DSG-1/10 with TruGreen Landcare, and do not authorize an increase in the purchase order to TruGreen Landcare in the amount of $7,757.83. *By selecting this alternative, the CSD Board may allow for a lapse in necessary additional maintenance services to be provided and compensated for in the Zone D-1 (DSG-1) landscape area.*

FISCAL IMPACT

CSD Zone D is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills and pays for parkway, median, and open space landscape maintenance and associated landscape maintenance related services. **These actions will not impact the City's General Fund.**

The following table represents the Adjustment to be made in the General Ledger Account to the Zone D budget to accommodate the First Amendment to the Agreement for DSG-1/10 landscape maintenance services.

Service Area (Zone)	Contractor	GL Account	Base Agreement Amount	2012/13 Additional Work Agreement Amount	2012/13 Agreement Total	2012/13 Net Adjustments	2012/13 Amended Agreement Total
DSG-1	TruGreen Landcare	5111-30-79-25704-620910	$ 61,458.84	$ 4,700.00	$ 66,158.84	$ 7,757.83	$ 73,916.67

CITY COUNCIL GOALS

Community Image and Positive Environment:

By approving the Amendments to the Agreements as listed herein, the CSD Board will allow for the promotion of a positive environment through continued maintenance of parkways and medians.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1: First Amendment to the Agreement for DSG-1/10

Attachment 2: Agreement for DSG-1/10 for FY 2010/11 and Extensions to the Agreement for DSG-1/10 for FY's 2011/12, and 2012/13

Attachment 3: Additional Work Price List

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special District Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00201123

FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT MORENO VALLEY COMMUNITY SERVICES DISTRICT MAINTENANCE OF PARKWAY & MEDIAN LANDSCAPING AND IRRIGATION

PROJECT NO. DSG-1/10

This First Amendment to the Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT, a municipal corporation, hereinafter referred to as "CSD," and TruGreen Landcare, a California General Partnership hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for PROJECT NO. DSG-1/10, hereinafter referred to as "Agreement," dated June 23, 2010; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform maintenance of parkway landscaping and irrigation of the identified landscape areas as provided in the Agreement; and,

WHEREAS, an extension agreement was entered into on June 30, 2011 for the 2011/12 Fiscal Year ("FY"), the "First Extension Agreement"; and,

WHEREAS, an extension agreement was entered into on July 9, 2012 for the 2012/13 FY, the "Second Extension Agreement"; and,

WHEREAS the Second Extension Agreement was authorized in the not-to-exceed (NTE) amount of $66,158.84 ($61,458.84 for base maintenance services to be paid at a rate of $5,121.57 on a monthly basis one month in arrears and $4,700.00 for additional work); and,

FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. DSG-1/10

WHEREAS, it has been determined that certain tracts and/or additional service areas of existing tracts should be incorporated into the Agreement for DSG-1 and provided said services consistent with available funding in accordance with the terms outlined in the Agreement for maintenance services; and,

WHEREAS it has been determined that the additional service areas to be added to the Agreement should be compensated at the rates as provided for in the Agreement; and,

WHEREAS, it is desirable to amend the Agreement and increase the NTE fee amount of the Second Extension Agreement for the 2012/13 FY to accommodate the addition of certain landscape areas, as more particularly described in Section 1 of this First Amendment to the Agreement; and,

WHEREAS, additional work has been identified that will incur an added cost of $4,800.00 over the anticipated additional work amount provided for in the Second Extension Agreement, Section 6, which is a provision of Exhibit C, Numeral 2, Letter e. of the Agreement, additional labor and material costs that include, but are not limited to irrigation services and replanting, materials and labor, at the prices listed in Exhibit E, Schedule II, Letter A, Additional Work Price List of the Agreement.

SECTION 1 FIRST AMENDMENT to the AGREEMENT:

1.1 Exhibit E of the Agreement is hereby modified to include revisions to the project sites, which are listed on Exhibit "A" to this First Amendment.

1.2 Base Amount. Exhibit C "PAYMENT TERMS" Section 1. b of the Agreement, as applied to the Second Extension Agreement is hereby revised to include the addition of 1,185 sq. ft. of planter along Tract 31129 (1,185 sq. ft. at the additional cost of $0.0235 per sq. ft. per. month, per the Agreement, Exhibit E, Additional Work Price List, B. 1., for 9 months or an additional $250.63 for the term of the Second Extension Agreement), and 3,200 sq. ft. of additional planter area in Tract 16769 (3,200 sq. ft. at $0.0235 per sq. ft., for 12 months or an additional $902.40). The combined amounts for the added sq. ft. of maintenance for Tract 31129 and 16769 for FY 2012/13 adds an additional amount of $1,153.03 to the base maintenance service cost of the Second Extension Agreement (from $61,458.84 to $62,611.87) for FY 2012/13 as reflected in Exhibit A as attached hereto this First Amendment.

1.3 One Time Payment. In consideration for the sq. ft. maintained in Tract 16769, but not accounted in the Agreement as entered into for FY 2010/11, and the First Extension Agreement, for FY 2011/12, the CSD agrees to pay the Contractor and the Contractor agrees to receive a one-time lump sum payment of $1,804.80 for 24 months of landscape maintenance service of the 3,200 sq. ft. of parkway area associated with Tract 16769 which contains 10,700 sq. ft. of landscaping for which only 7,500 sq. ft. had been identified in the Agreement and carried through to the First Extension Agreement.

1.4 Additional Work. Notwithstanding Exhibit C., Section 2, Letter E of the Agreement, and Number 6 of the Second Extension Agreement, an increase of $4,800.00 in the additional work amount from $4,700.00 to $9,500.00 to provide for added unanticipated services associated with the landscape and irrigation maintenance services for the DSG-1 service areas.

1.5 The CSD agrees to pay and the Contractor agrees to receive an amended NTE fee of $73,916.67 ($62,611.87 for base, $1,804.80 one-time payment, and $9,500.00 for additional work) as set forth here in Sections 1.2, 1.3 and 1.4 herein and in accordance with the "TERMS OF PAYMENT" section of the Agreement.

SECTION 2

2.1 Except as otherwise specifically provided in this First Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. DSG-1/10

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District

Date: _____

Contractor: TruGreen Landcare

By: _____
Title: (President or Vice President)

Date: _____

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: _____

Affix Corporate Seal Below
(If applicable)

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

Moreno Valley Community Services District
Zone DSG-1

DSG-1	DSG-1	Estimated Turf Sq Ft	Estimated Planter Sq Ft	FY 12/13
12305	12305		722	$ 202.80
19675	19675		2,550	$ 716.04
14387/12268	14387/12268		2,712	$ 761.52
22999	22999	1,800	1,404	$ 899.64
19529	19529		3,330	$ 935.04
19496	19496		3,600	$ 1,010.88
20120	20120	3,500	250	$ 1,053.00
19142	19142		3,950	$ 1,109.16
19233	19233		4,960	$ 1,392.72
19541	19541	5,325		$ 1,495.20
19141	19141		5,838	$ 1,639.32
21806	21806	5,975		$ 1,677.84
21345	21345		6,600	$ 1,853.28
31268	31268		7,058	$ 1,981.80
19474	19474		7,240	$ 2,033.04
12902	12902		7,344	$ 2,062.20
19533	19533		7,400	$ 2,077.92
31269	31269		7,450	$ 2,091.96
16769	16769		10,700	$ 3,008.40
31424	31424		8,750	$ 2,457.00
18283	18283		11,388	$ 3,197.76
31129	31129		13,580	$ 3,731.11 [1]
32715	32715		12,715	$ 3,570.36
20197	20197		13,680	$ 3,841.32
32625	32625		17,826	$ 5,005.56
30967	30967		18,013	$ 5,058.00
21597	21597	31,769	1,461	$ 7,749.00
Totals	**Totals**			**$ 62,611.87**

[1] The FY 12/13 line item for Tract 31129 reflects 12,395 sq. ft. for 12 months and 1,185 sq. ft. at 9 months at a rate of $0.0235 per sq. ft.

Exhibit A

Moreno Valley Community Services District
R.F.P. # DSG-1/10

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager To the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. **CONTRACTOR INFORMATION:**

Contractor's Name: TruGreen Landcare
Address: 1616 Marlborough Ave. Bld. S
City: Riverside , Ca 92507
Business Phone: 951-688-6880 Fax No.: 951-686-1436
Other Contact Number: _____
Social Security Number: _____
Business License Number: 07754
Federal Tax I.D. Number: 36-4313318
Contractors' License Number & Classification: 774548 C-27, C-61, D-49

2. **CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:**

A. The Contractor's scope of service, performance specifications, and/or additional terms and conditions are described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The District's responsibility, other than payment, is described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contractor Starting Date is July 1, 2010 and the Contractor Ending Date is June 30, 2011. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-

performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal submittal documents, including but not limited to the Notice Requsting Proposals, Instruction To Proposers, Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. **STANDARD TERMS AND CONDITIONS**:

A. Control of Work. Except for compliance with specifications and performance standards provided for in Exhibit "A," Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide any training to Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, RDA, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement.

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.

By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed

by both parties. Assignment of this Agreement is prohibited without prior written consent.

J. Termination.
   a. Either party may terminate this Agreement upon breach of the Agreement by the other party. In the event the District terminates the Agreement, the Contractor shall perform no further services under the Agreement unless the notice of termination authorizes such further work.
   b. The District may terminate this Agreement without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractors time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Agreement. No officer or employee of the District or City shall have any financial interest in this Agreement in violation of federal, state, or local law.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is

confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor:

TruGreen Landcare
Riverside, CA 92507
951-688-6880
[Telephone number]
951-686-1436

[Fax number]

With a copy to:

_____
[Attorney for Contractor, if applicable]

_____
[Street Address]

_____
[Post Office Box, if applicable]

_____
[City, State, Zip Code]

_____
[Telephone number]
( )_____
[Fax number]
( )_____

To CSD:

MORENO VALLEY COMMUNITY SERVICES DISTRICT
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto
Telephone number: (951) 413-3480
Fax Number: (951) 413-3498

With a copy to:

City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: (951) 413-3036
Fax number: (951) 413-3034

SIGNATURE PAGE TO FOLLOW

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____
Mayor, acting in the capacity of
President of the Board of Directors
of the Moreno Valley
Community Services District

Date: 6/23/10

Contractor

By: _____

Title: BRANCH MANAGER

Date: 5-20-10

By: _____

Title: _____

Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

6.14.10
_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

6/15/10
_____
Date

Attachments

1. SCOPE OF WORK

a. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Contract Exhibit A.

b. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf and shrub areas designated hereunder; regularly maintain and prune trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

c. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

d. The Contractor shall be responsible for carefully reviewing the site(s), and verifying that all areas include the square footage noted for each location of proposed work. The Contractor shall not be relieved of his or her liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Specifications, and the actual conditions revealed during the examination of the locations of the proposed work.

2. SCHEDULING OF WORK

a. The Contractor shall adhere to the facilities, equipment and staffing schedule, and monthly and annual work schedules submitted as a part of Contractor's bid, and incorporated herein by this reference. These schedules, and any approved revisions thereto, shall be used by the District as a basis for determining Contractor's satisfactory performance.

b. Revisions to facilities, equipment, staffing, or monthly and annual work schedules shall not be implemented without the prior written approval of

the Director. The Contractor shall submit proposed revisions to equipment and staffing, or monthly and annual work schedules in writing to the District at the address as set forth in Section N. of the Agreement, at least ten (10) working days prior to commencing work per the proposed revisions.

c. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

d. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

e. The Contractor shall notify the Director in writing at least five (5) days prior to the date and time of all "Specialty" type maintenance operations, which shall include, but are not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended methods of execution, materials to be used, and the dates for commencement, and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

f. When inclement weather renders performance per approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor shall adjust his work force in order to accomplish those work items not affected by weather, and shall contact District field staff to inform them of said alternate work assignments. Failure to so advise the District may be cause for assessment of non-performance penalties, per Exhibit C, Section 4.

g. For the purposes of this Contract, "Working Days" shall be Mondays through Fridays. The hours of maintenance service shall be 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule approved the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas	December 25

If a holiday falls upon a Sunday, the following Monday shall be the date the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, contractor shall submit a proposed make-up day for the Director's approval.

3. FUNCTIONS AND RESPONSIBILITIES

a. The Director and Contractor shall conduct an inspection of all sites covered under this Agreement as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Agreement. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

b. The Contractor shall maintain on an ongoing basis a monthly log that records all work performed by Contractor. Said log shall be in a form and content acceptable to the Director (see Contract Documents, Appendix B), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

c. The Contractor shall perform at least one maintenance inspection weekly during daylight hours of all sites. Such inspection shall be both visual and operational, including but not limited to, operation of all automatic irrigation

systems to check for proper condition, and reliability. Additionally, the Director may require Contractor to attend meetings with District field staff at some fixed interval to review Contractor's operations, and schedule such future work as may be ordered by the Director. Failure to conduct said weekly inspections or attend regularly scheduled meetings, may result in the assessment of non-performance penalties per Exhibit C., Section 4.

d. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in Contractor's firm name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Section 3., paragraph e. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, two-way radio, pager, or car phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service, and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

e. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at <u>any</u> time:

1. City Manager
2. Director of Public Works
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Landscape Districts Program Manager
7. Senior Landscape Services Inspector
8. Landscape Services Inspector
9. Street Maint. Supervisor

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2., paragraphs a. and b., unless said emergency is determined to have been caused by an act or omission attributable to Contractor.

4. CONTRACTOR'S STAFF

a. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

b. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper and efficient manner at all times, and shall cause the least possible inconvenience to the public.

c. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the District.

d. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to proper shoes, other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements, and wearing of proper clothing.

Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

e. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards, and its branch offices.

6. COMPLAINTS

a. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3., paragraph a.

b. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above.

c. In addition to the provisions of Section 6., paragraph a. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

a. The Contractor agrees to perform all work outlined in these Specifications in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all

applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

b. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2003 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between 3:30 p.m. and 6:00 p.m.

c. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

d. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) days following the occurrence.

e. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3. of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section of the General Provisions may result in contract termination, per Agreement, Section J.

8. USE OF CHEMICALS

a. Before the beginning of the contract period, the Contractor shall submit a list of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals approved by the State of California Department of Food and Agriculture, and shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS).

b. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.

d. Contractor shall report all fertilizers and pesticides used in performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3., paragraph b. above. This report shall include: date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of contract. By submitting a proposal, the Contractor certifies to the City that he has trained his employees and subcontractors, if any, for Urban Runoff Management, and included sufficient sums in his base compensation proposal amount to cover such costs of said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

a. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the period of work on this contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

b. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

a. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this contract, as required by California Labor Code Section 1776.

b. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

c. The District may withhold from Contractor's progress payments the penal sum of $25.00 per calendar day (or portion thereof) for each workman employed in connection with this contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

a. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

b. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

a. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

b. Repairs made to sites and site appurtenances that are damaged as a result of Acts of God, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2., paragraphs a. and b.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

R.F.P. # DSG-1/10
TECHNICAL PROVISIONS - LANDSCAPE

1. TURF CARE

a. All turf areas shall be mowed, edged, and trimmed weekly-on no more than two (2) consecutive days-weather and site conditions permitting. Any prolonged deviation from this schedule shall require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

b. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

c. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

d. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

e. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

f. Mowing height for cool season grasses shall not exceed three inches (3")

g. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.

h. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

i. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

j. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

k. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

l. Fertilization: See Technical Provisions - Fertilization, Section 1., paragraphs a. through f.

m. Pest control: See Technical Provisions - Pesticide Use, Section 4., paragraphs a., b, and c.

n. Aeration:

1. All turf areas shall be aerated two (2) times annually;

2. Aeration shall be done in the spring and fall, or as directed by District field staff;

3. Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

4. Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

5. Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

6. Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions - Fertilization Specifications, Section 1., paragraphs a. (Table I), b., c., d., and e.

o. Renovation/thatching operations are to be considered Additional Work, per Exhibit C., Section 2., paragraphs a. and b.

2. TREE CARE

a. All trees are to be maintained in a manner that will promote normal, healthy growth.

b. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2., paragraphs a., and b.

c. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

d. Any tree shall be pruned at any time in order to:

1. Remove dead, diseased, or damaged branches;

2. Remove unwanted encroachments into public and/or utility rights-of-way;

3. Correct any condition which the Director has deemed to be hazardous.

e. Trees up to eighteen feet (18') in height shall:

1. Be pruned to enable successful adaptation to their particular site situation;

2. Have no more than one-third (1/3) of living branches removed annually;

3. Be fertilized only as directed by District field staff.

f. Trees over eighteen feet (18') in height shall:

1. Be inspected annually;

2. Pruned and/or trimmed as necessary to maintain proper site orientation;

3. Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

4. Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

g. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order;

2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

h. The following practices shall not be allowed:

1. Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

3. Use of pruning paint/pruning compound/wound dressing;

4. Use of climbing spurs or gaffs.

i. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

j. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodgepole-type stakes is the minimum District standard.

k. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

l. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a. through d., below.

3. SHRUB CARE

a. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

b. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

c. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

d. Any shrub shall be pruned and/or trimmed at any time in order to:

1. Remove dead, diseased, or damaged branches;

2. Remove unwanted encroachments into public and/or utility rights-of-way;

3. Correct any condition which the Director has deemed to be hazardous.

e. Shrubs shall be pruned:

1. To enable successful adaptation to their particular site situation;

2. Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

3. As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

f. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order;

2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

g. The following practices shall <u>not</u> be allowed:

1. Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") <u>will be done only when authorized by the Director on a site-specific basis</u>.

2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

3. Use of pruning paint/pruning compound/wound dressing.

h. Fertilization: See <u>Technical Provisions - Fertilization</u>, Section 2., paragraphs a. through e., below.

i. Pest control: See <u>Technical Provisions – Pesticide Use</u>, Section 3., paragraphs a., b., c., and d.

4. <u>GROUND COVER CARE</u>

a. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

b. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

c. Ground covers shall be pruned/trimmed at any time in order to:

1. Remove dead, diseased, or damaged branches/crowns;

2. Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

3. Correct any condition which the Director has deemed to be hazardous.

d. Ground covers shall be pruned/trimmed/renovated:

1. To enable successful adaptation to their particular site situation;

2. In accordance with accepted practices for the particular species in question;

3. As often as is necessary to accomplish the results intended in paragraphs 1. and 2. above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

e. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order;

2. Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

f. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

g. Fertilization: See Technical Provisions - Fertilization, Section 2., Paragraphs a. through e.

h. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a., b., c., and d.

5. WEED CONTROL

a. All weeds shall be continuously controlled at all sites.

b. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

c. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; non-landscaped portions of sites, as determined by the Director.

d. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

e. Chemical weed control: See Technical Provisions – Pesticide Use, Section 3., paragraph a.

f. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

6. IRRIGATION

a. All landscape sites shall at all times receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

b. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3.-Functions and Responsibilities, paragraph c., above. Said maintenance shall include, but not limited to: visual and operational inspections one (1) time per week; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

The Contractor is required to furnish a full-time (40 hours/week-52 weeks/year) irrigation technician/specialist, equipped with a truck, and the tools, equipment, and materials necessary to fulfill these irrigation specifications.

c. For the purposes of these Special Provisions, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties up to the amount of 11 percent of the Contractor's monthly base price as set forth in Exhibit C., Section 1., paragraph b. Repairs due to vandalism, theft, and acts or omissions by third parties in excess of the above indicated amount may be billed as Additional Work, per Exhibit C., Section 2., paragraph a.

d. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

e. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

f. Automatic irrigation systems shall:

1. Be inspected for, and repaired as necessary to ensure, proper operation, and coverage not less than one (1) time per week;

2. Be turned off during periods of rainfall, or as directed by District field staff;

3. Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

g. Manually operated irrigation systems shall:

1. Be operated only when Contractor's personnel are present on site;

2. Be inspected for, and repaired as necessary to ensure proper operation, and coverage not less than at each time of operation;

3. Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

h. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

i. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

7. DEBRIS/LITTER

a. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

b. Contractor shall make a minimum of one (1) visitation per week of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walks the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of this condition.

c. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

d. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2., paragraphs a. and b.

e. The Contractor shall dispose of all debris and litter as described in paragraphs a. and b. above off-site, and in a legal manner.

f. The Contractor shall notify the Director **immediately** whenever suspected hazardous waste materials are discovered on service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

g. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

8. GREENWASTE RECYCLING

a. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

b. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in performance of contract's Scope of Work.

c. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

d. The Contractor shall submit a Monthly Greenwaste Report (see Contract Documents-Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities, paragraph a., above. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

e. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

R.F.P. # DSG-1/10
TECHNICAL PROVISIONS - FERTILIZATION

1. TURF FERTILIZATION

a. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps.	Type of Fertilizer	Rates per 1000 sq. ft. Lbs.of Actual N	Amt.of Fertilizer
JAN	-	-	-	-
FEB	1	22-0-6**	1.0	4.5 lbs
MAR	-	-	-	-
APR	Aeration†	Humus Base‡	0.5	Per product analysis
MAY	-	-	-	-
JUNE	1	22-5-5*	1.25	5.7 lbs
JULY	-	-	-	-
AUG	-	-	-	-
SEPT	-	-	-	-
OCT	1	22-5-5*	1.25	5.7 lbs
	Aeration†	Humus Base‡	0.5	Per product analysis
NOV	-	-	-	-
DEC	-	-	-	-

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See following section on fertilizers.
**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equal.
These fertilizers to contain micronutrients including iron. See following section on fertilizers.

† See General Provisions, Section 4., paragraph K., and Landscape Maintenance Specifications, Section 1., paragraph n., items 1. through 6.

‡ See Fertilization Specifications, Section 1., paragraphs c. and d. below.

b. Per Technical Provisions – Landscape Section 1.n.6., a humus base fertilizer shall be applied to turf areas immediately following spring and fall aeration operations. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Humus base fertilizers to be applied by drop spreader only.

d. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

e. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

f. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals, paragraph a. above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b. above.

g. Written notification is required to Director five (5) days prior to fertilizer application.

2. SHRUB & GROUND COVER FERTILIZATION

a. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Apps.	Type of Fertilizer	Rates per 1000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
APR	1	23-5-10*	1.5	6.5 lbs
SEPT	1	23-5-10*	1.5	6.5 lbs

* 23-5-10/BEST® POLY SUPREME or approved equal

b. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

c. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said contract, per Section 8. – Use of Chemicals, paragraph a., above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b., above.

d. Written notification is required to Director five (5) days prior to fertilizer application.

e. For fertilizer application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

3. TREE FERTILIZATION

a. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

a. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

1. Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

2. Absolutely no injecting or drilling into tree trunk will be allowed.

3. Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

4. Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

c. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said contract, per Section 8. – Use of Chemicals, paragraph a., above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b., above.

d. Written notification is required to Director five (5) days prior to fertilizer application.

e. For fertilizer application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

R.F.P. # DSG-1/10
TECHNICAL PROVISIONS – PESTICIDE USE

1. GENERAL

a. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.

b. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Agreement.

c. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

d. Before the beginning of contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used in the fulfillment of said contract, per Section 8., paragraph a., above. A valid written pesticide use recommendation for each pesticide so listed shall be submitted concurrently with this list. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, paragraph b., above, any changes, additions, deletions or substitutions to the recommended pesticides so listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

e. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

2. REPORTING SPECIFICATIONS

a. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall containaccurate and valid information. The Director may require that copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

b. For pesticide application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

b. A five (5) working day written notice shall be given to the Director prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

a. Weed Control

1. All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice annually, as determined by the Director.

2. Appropriate chemical control must be used on the following weeds. This list is inclusive; other species may be added by the Director as necessary.

Bermuda Grass
Kikuyu Grass
Nutsedge
Field Bindweed
Spurge

3. Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

b. Snail Control

1. Snails shall be controlled on a regular basis on the following plant species:

   Agapanthus africanus;
   Aptenia sp.;
   Gazania sp.;
   Hemerocallis sp.

2. Snails shall be controlled on an as needed basis on all other plant material.

3. Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Insect and Disease Control

1. The Director may require that tree species which are being subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

2. The Director may require that all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

3. The Director may require that all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

4. The Director may require that all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

5. All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

d. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notice from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

4. TURF - PESTICIDE USAGE CRITERIA

a. Weed Control

1. When Director determines that turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications.

2. All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use.

3. Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 2., paragraph a.

b. Insect and Disease Control

1. All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed.

2. All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director.

c. Vertebrate Pest Control

1. All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of notice from the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4., paragraph a.

PROJECT LOCATION MAPS ON FOLLOWING PAGE

EXHIBIT B
District Responsibilities

1. CONTRACT SUPERVISION

a. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his delegated representative(s), hereinafter designated as "Director."

b. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity, and communications), and to maintain their appurtenances (i.e., water and electrical meters, backflow devices). The District will pay the costs of water, electricity, and communications used in the sites covered by this Contract. The Contractor shall report to the Director any interruption of these services for whatever reason immediately upon Contractor's observation of same.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

a. The District shall maintain in full force and effect throughout the entire term of the contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this contract.

b. Director must give consent in writing prior to application of any Category I pesticide.

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EXHIBIT C

Payment Terms

1. CONTRACTOR'S COMPENSATION

a. The Contractor will be paid monthly per site for work performed satisfactorily under this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports of: 1) maintenance performed, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month. These reports shall be accompanied by a billing in accordance with the Contract price for the work performed, and shall become the basis for payment. No payment(s) shall be made until aforesaid reports have been submitted, and approved.

b. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of _____ dollars and _____/100 ($_____.__) per month, one (1) month in arrears, on the last day of the month. The total contract amount for _____ (__) months shall not exceed _____ dollars and _____/100 ($_____.__), except as provided for in Section 2., paragraph c. below.

c. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

a. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain work in addition to that set forth herein as Contractor's Scope of Work. Said Additional Work shall include: Section 2., paragraph c. below ("Additional Landscape Areas"), and; Exhibit A work tasks described as Additional Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Additional Work Price List, Sections A., B., or C., or at a price based on the Contractor's written

estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2., paragraph b. below, the Contractor shall not perform any such Additional Work without first obtaining express authorization from the District.

b. Notwithstanding the above requirement for prior authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the District for approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

c. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made of a new installation, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in the Exhibit E, Additional Work Price List, Section B., shall be prorated from the day the Contractor commences work on the additional areas.

d. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge <u>only</u> for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Additional Work Price List, Section A. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and 2) vandalism, theft, and acts or omissions by third parties up to the amount of 11 percent of Contractor's monthly base price as set forth in subsection 1.b. above.

e. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs a., b., and c. above in excess of the cumulative total of $_____.__ for each contract year during the term of this Contract.

3. <u>PAYMENT DEDUCTIONS</u>

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

a. Work required in the General or Special Provisions which is: not performed, or; not performed to the standards set forth therein, or;

not performed at or within the time(s) specified therein, or; is incomplete;

b. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delay occasioned by the failure of the District, or of the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to Contractor from District, will be presented to the Contractor by the Director prior to actual deduction to allow for explanations.

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EXHIBIT D

Term of Contract

1. TERM OF CONTRACT

a. Following approval by both parties, the Contract will commence on July 1, 2010 and shall terminate twelve (12) months thereafter.

b. At the expiration of its term, the Contract may be extended for up to four additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph b.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Agreement, or any extension thereof.

c. In considering the option to extend the Contract, as set forth in paragraph b. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on verifiable increases in cost to the Contractor to provide services required under Contractor's Scope of Work, or the current regional Consumer Price Index as published by the Bureau of Labor Statistics, whichever basis is agreed to by both parties.

d. At the expiration of its term, the Contract may, with the concurrence of both parties, be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph d.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Agreement, or any extensions thereof.

e. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Community Services District. In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the Community Services District does not grant necessary funding appropriations and/or program approval, then the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

Project No. DSG-1/10
R.F.P. # DSG-1/10
EXHIBIT E

SCHEDULE I

ATTACH ADDITIONAL SHEETS AS NECESSARY TO PROVIDE COMPLETE RESPONSES

1. COMPANY NAME: Trugreen landCare

TYPE

- Sole proprietor ____
- Partnership ✓
- Corporation ____

2. COMPANY ADDRESS/PHONE NUMBER

MAIN OFFICE: 1616 Marlborough Ave Bldg S
Riverside, CA 92507

SATELLITE OFFICE (if applicable): ____

3. CONTRACTOR LICENSE INFORMATION

- LICENSE NUMBER/CLASSIFICATION/NAME STYLE: 774548 / C27, C-61, D-49
Trugreen landCare a general Partnership
- NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 10
- LICENSE EXPIRATION DATE: ~~2/28/10~~ mm 8-16-10
- CURRENT LICENSE STATUS: Active.
- PRIOR ACTIONS AGAINST THIS LICENSE? IF YES, LIST CITATION TYPE AND HOW RESOLVED: no

4. COMPANY'S FEDERAL IDENTIFICATION NO.: 36-4313318

5. NAME AND TITLE OF COMPANY OFFICERS:

Rick Ascolese	President & CEO
Ron Bromkampt	West Division Vice President
Mark Wesel	Region Vice President
Manny Mendes	Branch Manager

6. NUMBER OF YEARS COMPANY HAS PROVIDED LANDSCAPE MAINTENANCE SERVICES: 40 years through acquisitions

7. NUMBER OF YEARS COMPANY HAS PROVIDED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 40 years through acquisitions

8. CURRENT LANDSCAPE MAINTENANCE OPERATIONS
THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED BY ANSWERING THIS QUESTION (QUESTION 8.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

- TOTAL LANDSCAPE MAINTENANCE CONTRACTS: 126
- PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 51.
- TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: 5,220,000 Yearly Basic Maintenance
- PUBLIC AGENCY PERCENTAGE OF TOTAL MAINTENANCE CONTRACT VALUE: 25%
- NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS
  - SUPERVISORS: 6 AVERAGE SALARY RANGE: $45-60K / * Yr.
  - TECHNICIANS: 10 AVERAGE WAGE SCALE: $ 14.00 /Hr.*
  - FOREMEN: 36 AVERAGE WAGE SCALE: $ 12.00 /Hr.*
  - LABORERS: 80 AVERAGE WAGE SCALE: $ 9.50 /Hr.*

  *Use fully burdened rate (i.e., taxes, insurance, benefits, OH &P) - this is a prevailing wage project

  - TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

- MOTOR VEHICLES
  - TYPE: Pick Ups F150 + 1500 NUMBER: 15
  - TYPE: Stake Bed Trucks F350 4x4 NUMBER: 22
  - TYPE: Dump Trucks F450 NUMBER: 9
  - TYPE: NUMBER:
- POWER EQUIPMENT
  - TYPE: Gas Mowers NUMBER: 84
  - TYPE: Blowers NUMBER: 48
  - TYPE: Hedge Trimmers NUMBER: 47
  - TYPE: Weed Eaters NUMBER: 58

9. REFERENCES

- **LIST AT LEAST THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS - CURRENT OR SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS. ATTACH RESPONSES ON ADDITIONAL SHEETS @ ONE (1) FOR EACH REFERENCE**

  - REFERENCE INFORMATION FURNISHED MUST INCLUDE:

    - NAME AND ADDRESS OF AGENCY;
    - NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
    - CONTRACT NAME(S) / NUMBER(S);
    - ANNUAL CONTRACT AMOUNT(S);
    - NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
    - LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
    - LENGTH OF CONTRACT(S).

- **THE FOLLOWING QUESTIONS WILL BE ASKED OF EACH REFERENCE SUBMITTED IN RESPONSE TO THIS QUESTIONNAIRE:**

  - Number of contracts / years under contract?;
  - Scope of contract(s)? Acreage(s)? Location(s)?;
  - Contract amount(s)?;
  - Adequate (quantity/quality) staffing?;
    - Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?;
    - Ability to comprehend /speak English?;
    - Appearance/Uniforms/Safety Equipment?;
    - Additional personnel available for extra work/special projects?;
  - Equipment in good working order?;
  - Effective in-company communications system?;
  - Knowledge of project/contract standard?;
  - Ability to respond to complaints / requests in a timely fashion?;
  - Willingness to resolve questions / disputes / deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?;
  - Accurate & timely billing / invoicing?;
  - Contract(s) successfully completed to term?;
  - Would you accept future proposals/bids from this firm?.

References:

1. City of Rancho Cucamonga
   9153 9th Street
   Rancho Cucamonga CA 91730
   Don Gentry (909) 477-2700
   December 1999 to Present
   $1,689,160.05 Annually
   Square Footage: 150 Acres
   Areas Serviced: LMD's throughout the City.

2. Jurupa Community Services District
   11201 Harrel Street
   Mira Loma CA 91752
   Ross Johnson (951) 685-7434
   September 2006 to Present
   $761,082.00 Annually
   Square Footage: 56 Acres
   Areas Serviced: LMD's throughout the City.

3. City of Banning
   5261 W. Wilson
   Banning CA 92220
   Duane Burke (951) 922-3138
   September 2005 to Present
   $31,000.00 Annually
   Square Footage: 2.5 Acres.
   Areas Serviced: City Hall, Aquatic Center, Police Stations

PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

Facilities:

List location/address of facility(ies) from which work crews and equipment will be dispatched.

1616 Marlborough #S
Riverside CA 92507

Equipment:

List equipment to be furnished to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full, and comprehensive response.

Motor Vehicles

Ford F350 Stake Bed Truck Maintenance
Ford F150 Pick Up Irrigator

Turf Maintenance Power Equipment/Tools

1 36" Mower
1 21" Mower
2 Hedge Trimmers.
2 Blowers.
2 Weed Eaters.
1 Gas Edger.

Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools
(list both powered and hand equipment/tools)

1- Vermeer 1800 Chipper
1- Vermeer Stump Grinder

Equipment (cont.)

Irrigation System Maintenance Equipment
(List both powered and hand equipment/tools)

Rainmaster & Pro Max remote controls.

Fertilizer Application Equipment
(List both powered and hand equipment/tools)

Lesco spreader
Belly Grinder

Pesticide Application Equipment
(List both powered and hand equipment/tools)

Lesco Backpack Sprayer.

Staff:

List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full, and comprehensive response.

General Landscape Maintenance

(List labor, and administrative and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

(S) Conrado Sigala. Area Manager
(S) Lori Ledering Office Admin.
(S) Miguel Urbe Foreman
(S) Salvador Gonzales. Labor.
(S) Juan Velasquez Labor

Tree Trimming/Maintenance

(Include any ISA or equivalent certified personnel)

(S) Rafael Gomez ISA Certified.

Irrigation System Maintenance

(List technical personnel – include any relevant education, certification, licensing information for each person listed)

(S) Ramiro Ibarra Irrigation Tech.

Pesticide Application

(List licensed and/or certified personnel - all non-licensed, non-certified personnel must have received verifiable annual training)

Manny Mendes Branch Manager QAL 34366
Ray Velasquez Safety Coordinator QAL 37234

PROPOSED PROJECT WORK SCHEDULES

On the following two pages are blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed schedules for performing the work described in contract Exhibit A. Use additional sheets as necessary to provide a full, and comprehensive response.

MONTHLY SCHEDULE SHEET

1. List all tasks specified to be performed on a weekly or monthly basis for the DSG-1 area in the box corresponding to the day of the week/month you propose to do them. List man-hours estimated to complete each task.

2. Be sure to include administrative work tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

ANNUAL SCHEDULE SHEET

1. List all tasks specified to be performed for the DSG-1 area at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which you propose to do them. List man-hours estimated to complete each task.

2. Be sure to include any administrative work tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

R.F.P. # DSG-1/10
EXHIBIT E – cont.

PROPOSED PROJECT WORK SCHEDULES
DSG-1/10 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 Detail Trimming Trash Pick Up. Weeding Spraying 3 men - 24 hours Irrigator 8 hours	Detail Trimmig Trash Pick Up. weeding + Spraying 3 men 24 hours Irrigator 8 hours.	Blowing Walkways Mowing Edging. Detail Trimmig. Trash Pick Up. weeding Spraying. 3 men 24 hours Irrigator 8 hours.	Mowing Edging. Trash Pick Up Blowing Walkways 4 men 32 hrs. Irrigator 8 hrs. Job Walks & Meet City Inspector 1 hr.	Detail Trimmig Trash Pick Up weeding Spraying 3 men 24 hours Irrigator 8 hours.
WEEK #2 Detail Trimmig - Trash Pick Up. weeding Spraying. 3 men 24 hours Irrigator 8 hours.	Detail Trimmig. Trash Pick Up weeding Spraying. 3 men 24 hours Irrigator 8 hours.	Mowing Edging - Blowing Sidewalks Detail Trimmig. Trash Pick Up. weeding Spraying 3 men 24 hours. Irrigator 8 hours	Mowing Edging - Trash Pick Up Blowing Detail 4 men 32 hours Irrigator 8 hours	Detail Trimmig. Trash Pick Up weeding Spraying - 3 men 24 hours. Irrigator 8 hours
WEEK #3 Detail Trimmig Trash Pick Up. weeding Spraying. 3 men 24 hours Irrigator 8 hours.	Detail Trimmig Trash Pick Up. weeding Spraying 3 men 24 hours Irrigator 8 hours.	Mowing Edging. Blowing Sidewalks Detail Trimmig. Trash Pick Up. weeding Spraying. 3 men 24 hours Irrigator 8 hours	Mowing Edging. Trash Pick Up. Blowing Sidewalks 4 men 32 hours Meet City Inspector 1 hour Irrigator 8 hours.	Detail Trimmig. Trash Pick Up. weeding Spraying. 3 men 24 hours Irrigator 8 hours
WEEK #4 Detail Trimmig. Trash Pick Up. weeding Spraying 3 men 24 hours Irrigator 8 hours.	Detail Trimmig Trash Pick Up. weeding Spraying. 3 men 24 hours. Irrigator 8 hours.	Mowing Edging. Blowing Sidewalks Detail Trimmig. Trash Pick Up. weeding Spraying. 3 men 24 hours. Irrigator 8 hours	Mowing Edging. Trash Pick Up. Blowing Sidewalks 4 men 32 hours Irrigator 8 hours.	Detail Trimmig Trash Pick Up. weeding Spraying. 3 men 24 hours Irrigator 8 hours

R.F.P. # DSG-1/10
EXHIBIT E – cont.

PROPOSED PROJECT WORK SCHEDULES
DSG-1/10 ANNUAL SCHEDULE SHEET

JANUARY	**FEBRUARY** 22-0-6 Scotts Pro-Turf or 21-3-5 Best Turf w/Dimension 3 Hrs.	**MARCH**
APRIL Humus Base Fertilizer 23-5-10 Best Poly Supreme Shrubs & Ground Cover -Aeration 40 hrs.	**MAY**	**JUNE** 22-5-5 Best Turf Gold 3 Hrs.
JULY	**AUGUST**	**SEPTEMBER** 23-5-10 Best Poly Supreme Shrubs & Ground Cover
OCTOBER 22-5-5 Best Turf Gold 3 Hrs. -Aeration 40 hrs.	**NOVEMBER**	**DECEMBER**

PROPOSED ANNUAL MATERIAL SCHEDULE

Fertilizers:

List fertilizers to be furnished to execute work tasks specified in contract Exhibit A. Specify type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full, and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
- Best Turf Supreme w/ Dimension or - Scotts Pro-Turf	1000 lbs.	$600.00
- Best Turf Gold	2000 lbs.	$840.00
- Best Poly Supreme	2000 lbs.	$750.00

Pesticides:

List pesticides to be furnished to execute work tasks specified in contract Exhibit A. Specify type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.) and brand name, estimated amount of each type/brand to be supplied annually, and estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE/BRAND NAME	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Riverdale Razor-Pro		$350
Fusilade - Grass Control		$200
Zeneca - XL-2G pre-emergent		$1500

COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

Communications:

Project General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. Also, the Contractor must designate some responsible employee to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Please describe your company's internal communications system, both office and in-field, and how it will enable your firm to provide the communication capability outlined in the project specifications. Also, please describe how your company will provide the specified twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

In Field 6:00 am - 5:00 pm Area Manager Cell Phone
Office 8:00 am - 5:00 pm Office Staff
After Hours 5:00 pm - 8:00 am Answering Service / Emergency #

Traffic Safety:

Project General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2003 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's traffic control practices and training generally, and how your firm intends to conduct work area traffic control operations if selected to provide service for this project. Use additional sheets as necessary to provide a full, and comprehensive response.

Thorough Work Zone Safety Program that all employees need to be certified (Safety Coordinator Ray Velasquez) does weekly inspections and tailgate safety meetings. Traffic cones and arrow boards are used as needed.

Communications/Traffic Safety/Greenwaste Recycling (cont.)

Greenwaste Recycling:

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope Of Work (see Appendix E. of project contract documents). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste you generate from your operations on the project. If you plan to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full, and comprehensive response.

CR & R Waste Management
P.O. Box 206
Stanton CA 90680
800 · 755 · 8112

Burtec Industries
P.O. Box 7166
Buena Park CA 90622
909 · 786 · 0639

LIST OF SUBCONTRACTORS

SUBCONTRACTORS:

In compliance with the provisions of the Government Code, Section 4102, the undersigned prosper herewith sets forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
	n/A	

CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of the race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 1420, and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE Manuel Mendes

PRINTED NAME Manny Mendes

TITLE Branch Manager

COMPANY NAME Truqreen LandCare

DATE 1-13-10

PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Proposal Schedule A), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any contract between the Moreno Valley Community Services District and TruGreen LandCare, and as a further result, the aforesaid firm may be barred from participation in future District contracts as well as be subject to possible criminal prosecution, and;
- I have legal authority to bind TruGreen LandCare to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE SIGNED

SIGNATURE(S) Manuel Mendes

PRINTED NAME(S) Manny Mendes

TITLE(S) Branch Manager

COMPANY NAME TruGreen LandCare

DATE

R.F.P. # DSG-1/10
EXHIBIT E – cont.

SCHEDULE II

BID SCHEDULE

PROPOSER: TRUGREEN LANDCARE
(Company Name)

SITE	COST PER MONTH	TOTAL COST FOR 12 MONTHS
1. Tr 12305	$ 16.90	$ 202.80
2. Tr 12773	$ 323.06	$ 3876.72
3. Tr 12902	$ 171.85	$ 2062.20
4. Tr 14387	$ 63.46	$ 761.52
5. Tr 16769	$ 175.50	$ 2106.00
6. Tr 18283	$ 266.48	$ 3197.76
7. Tr 19141	$ 136.61	$ 1639.32
8. Tr 19142	$ 92.43	$ 1109.16
9. Tr 19210	$ 216.92	$ 2603.04
10. Tr 19233	$ 116.06	$ 1392.72
11. Tr 19474	$ 169.42	$ 2033.04
12. Tr 19496	$ 84.24	$ 1010.88
13. Tr 19529	$ 77.92	$ 935.04
14. Tr 19533	$ 173.16	$ 2077.92
15. Tr 19541	$ 124.60	$ 1495.20
16. Tr 19675	$ 59.67	$ 716.04
17. Tr 19862	$ 206.04	$ 2472.48
18. Tr 19912	$ 274.95	$ 3299.40
19. Tr 19937	$ 488.83	$ 5865.96
20. Tr 20120	$ 87.75	$ 1053.00
21. Tr 20197	$ 320.11	$ 3841.32
22. Tr 20404	$ 845.63	$ 10,147.56

R.F.P. # DSG-1/10
EXHIBIT E – cont.

SITE	COST PER MONTH	TOTAL COST FOR 12 MONTHS
23. Tr 20718	$ 538.30	$ 6459.60
24. Tr 20941	$ 224.64	$ 2695.68
25. Tr 21113	$ 285.48	$ 3425.76
26. Tr 21345	$ 154.44	$ 1853.28
27. Tr 21597	$ 777.58	$ 9330.96
28. Tr 21737	$ 91.73	$ 1100.76
29. Tr 21806	$ 139.82	$ 1677.84
30. Tr 22999	$ 74.97	$ 899.64
31. Tr 28882	$ 491.00	$ 5892.00
32. Tr 20579	$ 486.30	$ 5835.60
33. Tr 21333	$ 1275.30	$ 15,303.60
34. Tr 22371	$ 417.55	$ 5010.60
35. Tr 10191/18468	$ 254.38	$ 3052.56
36. Tr 19080	$ 474.80	$ 5697.60
37. Tr 31269-1	$ 1023.12	$ 12,277.44
38. Tr 31268	$ 165.15	$ 1981.80
39. Tr 30967	$ 421.50	$ 5058.00
40. Tr 32018	$ 264.55	$ 3174.60
41. Tr 31257	$ 624.45	$ 7493.40
42. Tr 31424	$ 204.75	$ 2457.00
43. Tr 32625	$ 417.13	$ 5005.56
44. Tr 31269	$ 174.33	$ 2091.96
45. Tr 22889	$ 384.65	$ 4615.80
46. Tr 31591	$ 384.80	$ 4617.60
47. Tr 31129	$ 290.04	$ 3480.48
48. Tr 32715	$ 297.53	$ 3570.36
TOTALS	$ 14,829 .88	$ 177,958 .60

Total Proposal Amount in figures: $177,958 and 60 /100's Dollars

Total Proposal Amount in words: One hundred seventy-seven thousand nine hundred fifty-eight and sixty /100's Dollars

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway irrigation and landscaping as set forth in Exhibit A of this contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 2 has/have been received and is/are made a part of this proposal.

Manuel Mendez — 1-14-10
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

R.F.P. # DSG-1/10
EXHIBIT E – cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

A. Prices for Emergency Work, Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibit A., Section 3., paragraph e., and; Exhibit C., Section 2., paragraphs a. through d.

UNIT PRICES

1.	Pop-up sprink. In place:	4"	@	$ 9.00	ea
		6"	@	$ 13.00	ea
		12"	@	$ 20.00	ea
2.	Pop-up gear drive sprink. in place:	4"	@	$ 17.00	ea
		12"	@	$ 30.00	ea
3.	Fixed Shrub sprink. In place:		@	$ 6.00	ea
4.	Fixed shrub gear drive sprink. In place:		@	$ 15.00	ea
5.	1 gal. shrub/vine/ground cover in place		@	$ 8.00	ea
6.	5 gal. shrub/vine/ground cover in place		@	$ 25.00	ea
7.	5 gal. tree in place (stakes incl)		@	$ 32.00	ea
8.	15 gal. tree in place (stakes incl)		@	$ 80.00	ea
9.	24" box tree in place (stakes incl)		@	$ 275.00	ea
10.	36" box tree in place (guy wires incl)		@	$ 675.00	ea
11.	Flat of ground cover in place		@	$ 23.00	ea
12.	Planter bed mulch in place		@	$ 38.00	/cu. yd
13.	Additional labor		@	$ 30.00	/man hour
14.	Additional supervision		@	$ 45.00	/man hour
15.	Additional Irrigation Technician		@	$ 60.00	/man hour

PROPOSER: TruGreen LandCare
(Company Name)

R.F.P. # DSG-1/10
EXHIBIT E – cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

COST SECTION A, (ADD ITEMS 1 THROUGH 15: FROM PREVIOUS PAGE) $ 1401.00

ROUTINE IRRIGATION REPAIR PRICES

A. Irrigation repair parts for routine repairs @ cost plus 15 %

COMPUTE TOTAL COST, SECTION A:

STEP 1: MULTIPLY "COST SECTION A" BY THE "COST PLUS" PERCENTAGE ENTERED FOR ITEM A. 18. ABOVE

STEP 2: ADD THE COMPUTATION RESULT TO "COST SECTION A" AND ENTER BELOW

TOTAL COST OF SECTION A = $ 1611.15

B. Unit prices for Additional Work (additional landscape areas) per Section 3., paragraph f.

1. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.0235 /sq. ft./mo.

2. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.02 /sq. ft./mo.

TOTAL COST SECTION B:
ITEMS 1 & 2 ABOVE = $ 0.0435

C. Any other Additional Work shall be quoted per Section 3., paragraph d. of the Terms & Conditions. TOTAL ADDITIONAL WORK PRICE COST:

SUM OF TOTAL COSTS FOR SECTIONS A & B = $ 1611.1935

PROPOSER: TruGreen LandCare
(Company Name)

R.F.P. # DSG-1/10
EXHIBIT E – cont.

CONTRACT PROPOSAL

The undersigned declares that he has carefully examined the location(s) of the proposed work, that he has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth on the following proposal. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM BASE COMPENSATION SHEET):

One hundred seventy-seven thousand, nine hundred fifty-eight and sixty/100's dollars
(Dollar Amount in Words)

$ 177,958.60
(Dollar Amount in Figures)

TOTAL ADDITIONAL WORK PRICE COST (FROM ADDITIONAL WORK PRICE LIST):

One thousand, six hundred-eleven and nineteen/100's dollars
(Dollar Amount in Words)

$ 1611.1935
(Dollar Amount in Figures)

TOTAL COMBINED BASE COMPENSATION AMOUNT AND ADDITIONAL WORK PRICE COST:

One hundred seventy-nine thousand, five hundred sixty-nine and seventy-nine/100's dollars
(Dollar Amount in Words)

$ 179,569.79
(Dollar Amount in Figures)

Date: 1-14-10

Proposer: TRUGREEN LANDCARE
(Company Name)

By: Manuel Mendez
(Signature)

Title: BRANCH MANAGER

State License Number and Classification: 774548 / C-27, D-49, C-61

If a corporation, complete the following:
INCORPORATED UNDER LAWS OF THE STATE OF _____

PRESIDENT _____

(Corporate Seal)

SECRETARY _____

R.F.P. # DSG-1/10
EXHIBIT E – cont.

AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is cash, a cashier's check, or a certified check, or a Proposal Surety Bond for_____, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated 1-14-10

Signature of Proposer Manuel Mendes

By Ingrid Landrau

Address of Proposer 1616 Marlborough #S
Riverside CA 92507

Telephone Number of Proposer (951) 688-6880

Names and Addresses of Members of the Firm:

_____

_____

(If a Corporation)

Signature of Proposer Manuel Mendes

By MANUEL MENDES

Title Branch Manager

Business Address 1616 Marlborough Ave Bldg S
Riverside, CA 92507

R.F.P. # DSG-1/10
EXHIBIT E – cont.

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of ~~Delaware~~ (MM) CALIFORNIA

State License Number and Classification 774548 / C27

PRESIDENT_____

SECRETARY_____

TREASURER_____

(Corporate Seal)

TRUGREEN LandCare[sm]

DESIGNATION OF REPRESENTATIVE

I, Thomas E. Courtney, Vice President & Associate General Counsel of TruGreen LandCare L.L.C., the general partner of TRUGREEN LANDCARE, a California general partnership ("Company"), with full power and authority, do hereby authorize and direct Manny Mendes, Branch Manager, TruGreen LandCare, 1616 Marlborough, Building S, Riverside, California 92507 to represent the Company to execute any and all bid documents, related contracts and documents to effectuate the terms of the contracts for R. F. P. #DSG – 1/10, Maintenance of Parkway Landscaping and Irrigation entered into on behalf of the Company with the Moreno Valley Community Services District.

This Designation of Representative expires at midnight on January, 11, 2011.

TRUGREEN LANDCARE, a California general Partnership

By: TruGreen LandCare L.L.C.,
Its: General Partner

By: _____
Thomas E. Courtney
Vice President & Associate General Counsel

Dated: January 11, 2010

STATE OF TENNESSEE}
COUNTY OF SHELBY}

Before me, M. Elaine Green, a Notary Public for said State and County, personally appeared THOMAS E. COURTNEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Vice President & Associate General Counsel of TruGreen LandCare L.L.C., a Delaware limited liability company, the General Partner of TRUGREEN LANDCARE, the within named bargainor, a California general partnership, and that he as such Vice President & Associate General Counsel, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand, at office, this 11th day of January, 2010.

M. ELAINE GREEN
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

MY COMMISSION EXPIRES
November 20, 2011

M. Elaine Green
Notary Public

My Commission Expires:_____

BOND NO.: 015030152

FAITHFUL PERFORMANCE BOND
PROJECT NO. DSG 1/10

MAINTENANCE OF STREETSCAPE LANDSCAPING AND IRRIGATION

WHEREAS the Board of Directors of the Moreno Valley Community Services District, State of California, and TruGreen LandCare, a California General Partnership, hereinafter designated as "Principal," have entered into an Agreement whereby Principal agrees to maintain certain designated public improvements, which said Agreement, dated July 1, 20 10, and identified as PROJECT NO. DSG 1/10 is hereby referred to, and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement,

A(XV)CA

NOW, THEREFORE, we, the Principal, and Liberty Mutual Insurance Company as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of One Hundred Seventy Seven Thousand Nine Hundred Fifty Eight & 60/100 dollars ($ 177,958.60) (words and figures) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The conditions of this obligation are such that if the above-bounded Principal, his heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement, and any alteration thereof made as therein provided on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the Moreno Valley Community Services District, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force, and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Moreno Valley Community Services District in successfully enforcing such obligation, all to be taxed as costs, and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the specifications.

RISK MANAGEMENT
Approved

M. Blow 6-7-10
By Date

Item No. B.4

MV00201196

FAITHFUL PERFORMANCE BOND - cont.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on May 21, 20 10.

PRINCIPAL	SURETY
Name: TruGreen LandCare, a California General Partnership	Name: Liberty Mutual Insurance Company A(XV)CA
Address: 1616 Marlborough, Blg. S	Address: 175 Berkeley Street
Riverside, CA 92507	Boston, MA 02116
Telephone Number: (951) 688-6880	Telephone Number: (610) 832-8257
By: Cynthia Farrell	By: Vivian Carti
Title: Cynthia Farrell Attorney-In-Fact	Title: Vivian Carti Attorney-In-Fact
By:	By:
Title:	Title:

Approved as to form this 14 day of June, 2010

City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)

RISK MANAGEMENT
Approved

M. Alonzo 6-7-10
By Date

Item No. B.4

MV00201197

BOND NO.: 015030152

MATERIALS AND LABOR BOND
PROJECT NO. DSG1/10

MAINTENANCE OF STREETSCAPE LANDSCAPING AND IRRIGATION

KNOW ALL MEN BY THESE PRESENTS,

THAT TruGreen LandCare, a California General Partnership, as Principal, and Liberty Mutual Insurance Company A(X)(EA) as Surety, as held firmly bound unto the Moreno Valley Community Services District, in the just and full amount of One Hundred Seventy Seven Thousand Nine Hundred Fifty Eight and 60/100 dollars ($ 177,958.60) (amount in words and figures), for the payment whereof, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Given under our hands and sealed with our seals this 21 day of May, 20 10.

The condition of the foregoing obligation is such that,

WHEREAS, the above-named Principal is about to enter into a Contract with the Moreno Valley Community Services District whereby said principal agrees to perform the maintenance activities for PROECT NO. DSG 1/10, as provided in said Contract, which said Contract is hereby referred to and made a part hereof to the same extent as if the same were herein specifically set forth;

NOW, THEREFORE, if the said Principal or any subcontractor of said Principal shall fail to pay for any materials, provisions, provider of other supplies, or teams used in, upon, for or about the performance of said work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety will pay for the same in an amount not exceeding the sum hereinabove specified, and in case suit is brought hereon, a reasonable attorney's fee to be fixed by the Court, otherwise this bond shall be void and of no effect;

PROVIDED, that no amendment, change, extension of time, alteration, or addition to said Contract or Agreement, or of any feature or item or items or performance required therein or thereunder shall in any manner effect the obligation of the undersigned on or under this bond; and the surety does hereby waive notice of such amendment, limitation of time for bringing action on this bond by the District change, extension of time, alteration or addition to said Contract or Agreement, and of any feature or item or items of performance required herein or thereunder.

This bond shall inure to the benefit of any and all persons entitled to file claims under Sections 3181 through 3187 of the Civil Code of the State of California, and shall give right of action to such persons or their assigns in any suit brought upon this bond.

MATERIALS & LABOR BOND - cont.

WITNESS our hands this 21 day of May, 2010

PRINCIPAL	SURETY
Name: TruGreen LandCare, a California General Partnership	Name: Liberty Mutual Insurance Company A(XV)CA
Address: 1616 Marlborough, Blg. S Riverside, CA 92507	Address: 175 Berkeley Street Boston, MA 02116
Telephone Number: (951) 688-6880	Telephone Number: (610) 832-8257
By: Cynthia Farrell	By: Vivian Carti
Title: Cynthia Farrell Attorney-In-Fact	Title: Vivian Carti Attorney-In-Fact
By:	By:
Title:	Title:

Approved as to form this 14th day of June, 2010.

City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)

RISK MANAGEMENT
Approved

M. Alonzo 6-7-10
By Date

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of New York

County of New York

On May 21, 2010 before me, Evangelina L. Dominick, Notary Public, personally appeared Vivian Carti who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(seal)

Signature Evangelina L. Dominick

EVANGELINA L. DOMINICK
Notary Public State of New York
01DO4769474
Qualified in Westchester County
Term Expires January 31, 2011

Item No. B.4

MV00201200

Power of Attorney

The ServiceMaster Company, ("ServiceMaster"), a **Delaware corporation** of 860 Ridge Lake Boulevard, Memphis, TN 38120, Federal Employer Identification Number 36-3858106, hereby constitutes and appoints, jointly and severally, the following employees of certain subsidiaries of Aon Corporation, ("Aon"), as identified below, its true and lawful attorney-in-fact, to execute all surety bonds up to $1,000,000 issued on behalf of ServiceMaster and any of ServiceMaster's subsidiaries.

Aon Employee	Aon Subsidiary
Annette M. Leuschner	Aon Risk Services, Inc. Of New York
Cynthia Farrell	Aon Risk Services, Inc. Of New York
Vivian Carti	Aon Risk Services, Inc. Of Newe York
Sandra Diaz	Aon Risk Services, Inc. Of New York
Susan Welsh	Aon Risk Services, Inc. Of Illinois
Linda Iser	Aon Risk Services, Inc. Of Illinois
Charlene Nakamura	Aon Risk Services, Inc. Of Southern California Insurance Services
KeAna Conrad	Aon Risk Services, Inc. Of Southern California Insurance Services

This Power of Attorney shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days notice.

This Power of Attorney shall include the following direct and indirect subsidiaries of ServiceMaster and any and all direct and/or indirect subsidiaries that are acquired or formed by the ServiceMaster after the execution of this Power of Attorney:

Entity	Federal Employer Identification Number
American Home Shield Corporation	13-2686654
AmeriSpec, Inc.	62-1685957
Furniture Medic Limited Partnership	36-4094002
InStar Services Group, L.P.	61-1407824
Merry Maids Limited Partnership	47-0718233
ServiceMaster Residential/Commercial Services Limited Partnership	36-3747477
SM Clean L.L.C.	06-1668984
The ServiceMaster Company	36-3858106
The Terminix International Company Limited Partnership	36-3478837
TruGreen Limited Partnership d/b/a TruGreen ChemLawn	36-3734669
TruGreen LandCare L.L.C. or TruGreen LandCare, a California General Partnership	36-4313318
TruGreen Companies, LLC	36-4313320
TruGreen Inc.	36-3734601
ServiceMaster Consumer Services, Inc.	36-3729225

Item No. B.4

IN WITNESS WHEREOF, the signing party below affirms his/her authority to sign this Designation of Representative and grant the powers contained herein.

Dated: 8/17/07

The ServiceMaster Company

By: _____
Cristen L. Kogl, as Vice President,
Deputy General Counsel &
Corporate Secretary

Dated: 8/17/07

The ServiceMaster Company.

By: _____
Eric R. Zarnikow, as Senior Vice President
and Treasurer

STATE OF ILLINOIS

COUNTY OF COOK

On this 17th day of August, 2007 before me personally appeared Cristen L. Kogl and Eric R. Zarnikow, known to me to be the Vice President, Deputy General Counsel & Corporate Secretary and Senior Vice President and Treasurer of The ServiceMaster Company and known to me to be the persons who executed the foregoing instrument and that said instrument was executed for and on behalf of said corporation the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 17th day of August, 2007.

_____
Notary Public

My commission expires: 8/16/2010

OFFICIAL SEAL
MARGARET K. COOK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES AUG. 16, 2010

Item No. B.4

2775607

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY A(X)CA
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

GLENN J. PELLETIERE, VIVIAN CARTI, CYNTHIA FARRELL, ROBERT P. MCDONOUGH, HALINA KAZMIERCZAK, THOMAS RHATIGAN, SANDRA DIAZ, EVANGELINA L. DOMINICK, ANNETTE LEUSCHNER, VALORIE SPATES, ALL OF THE CITY OF NEW YORK, STATE OF NEW YORK

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100**********DOLLARS ($ **50,000,000.00*****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 16th day of February, 2010.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA - ss
COUNTY OF MONTGOMERY

On this 16th day of February, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 21st day of May, 2010.

By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Item No. B.4

MV00201203

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 01/21/2009

PRODUCER
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

PHONE-(866) 283-7122 FAX-(847) [illegible]

CITY OF MORENO VALLEY
SPECIAL DIST[illegible]
2009 JAN 27 PM 12:28

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
TruGreen Landcare, LLC
860 Ridge Lake Blvd
Memphis TN 38120 USA

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co A(xv)CA	16535
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:	A+(xv)CA	
INSURER D:		
INSURER E:		

COVERAGES

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

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM\DD\YY)	POLICY EXPIRATION DATE(MM\DD\YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	GL0293865604	01/01/09	01/01/12	EACH OCCURRENCE	$3,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$1,000,000
						MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$3,000,000
						GENERAL AGGREGATE	$5,000,000
						PRODUCTS - COMP/OP AGG	Included
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON OWNED AUTOS	BAP2938657-04	01/01/09	01/01/12	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
B		EXCESS /UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION	BE2227065 Umbrella	01/01/09	01/01/10	EACH OCCURRENCE	$5,000,000
						AGGREGATE	$5,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC293865404 AOS	01/01/09	01/01/12	[X] WC STATUTORY LIMITS [ ] OTHER	
A		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC293865504 WI	01/01/09	01/01/12	E.L. EACH ACCIDENT	$1,000,000
						E.L. DISEASE-EA EMPLOYEE	$1,000,000
						E.L. DISEASE-POLICY LIMIT	$1,000,000
		OTHER					

RISK MANAGEMENT
Approved
M. Alonzo 1-30-09

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
RE: TruGreen Landcare, LLC Branch No. 6228. City of Moreno Valley is included as an Additional Insured on the General Liability per the attached CG2010 0704 and CG2037 0704 and Automobile Liability policies if required by written contract. Waiver of Subrogation applies to General Liability, Automobile Liability and Workers'

RECEIVED
JAN 28 2009
RISK MANAGEMENT

CERTIFICATE HOLDER
City of Moreno Valley
Attn: Stuart Sheldon
14325 Frederick Street, Suite 9
Moreno Valley CA 92552 USA

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Aon Risk Services Central, Inc.

Holder Identifier: 6228
Certificate No: 570032712624

Attachment to ACORD C[illegible]ate for TruGreen LandCare, LLC

The terms, conditions and provisions listed below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

TruGreen LandCare, LLC
860 Ridge Lake Blvd
Memphis TN 38120 USA

INSURER
INSURER
INSURER
INSURER
INSURER

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Compensation policies if required by written contract with City of Moreno Valley.

570032712624

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY ENTITY FOR WHOM THE INSURED HAS AGREED TO PROVIDE COVERAGE AS PER WRITTEN CONTRACT. TRUGREEN LANDCARE L.L.C. 01/01/09 – 01/01/12	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Copyright, ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY ENTITY FOR WHOM THE INSURED HAS AGREED TO PROVIDE COVERAGE AS PER WRITTEN CONTRACT. **TRUGREEN LANDCARE L.L.C.** **01/01/09 – 01/01/12**	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Copyright, ISO Properties, Inc., 2004

EXTENSION AGREEMENT
PROJECT NO. DSG-1/10
MAINTENANCE OF LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **TRUGREEN LANDCARE** (hereafter, "Contractor").

WHEREAS, the District and Contractor entered into an agreement dated June 23, 2010 referencing Project No. DSG-1/10 regarding landscaping and irrigation maintenance (hereafter, "Agreement").

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement by a period of twelve (12) months under the following additional terms:

1. The extension period shall commence on **July 1, 2011**, and shall terminate on **June 30, 2012.**

2. In accordance with paragraph 5(b) of the Agreement, this Extension shall be the first of four possible extensions of the Agreement.

3. Notwithstanding Exhibit C paragraph 1(b) of the Agreement, for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension the total amount of **SIX THOUSAND SEVENTY-FIVE AND 50/100 DOLLARS ($6,075.50)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **SEVENTY-TWO THOUSAND NINE HUNDRED SIX AND 40/100 DOLLARS ($72,906.40).**

4. Notwithstanding paragraph 3(f) of the Agreement, the unit cost set forth in the Additional Work Price List, Section B. for any landscape areas added to the project during the period of this Extension shall be as follows:

   a. Additional parkway areas, turf (trees up to 18-feet height, as applicable). **$ 0.02/sq. ft./mo.** .

   b. Additional parkway areas, planters (trees up to 18-feet height, shrubs, ground cover included, as applicable). **$0.0235/sq. ft./mo.** .

5. Notwithstanding paragraph 3(h) of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **FOUR THOUSAND SIX HUNDRED AND 00/100 DOLLARS ($4,600.00).**

6. Except as set forth above, all other terms and conditions of the Agreement shall remain in full force and effect.

Dated: 6/30/11

MORENO VALLEY COMMUNITY SERVICES DISTRICT

By: Michelle Dawson
for City Manager, acting in the capacity of District Manager to the Moreno Valley Community Services District

CONTRACTOR:

Signature	Manuel Mendes Signature
Printed Name	MANUEL MENDES Printed Name
Title	BRANCH MANAGER Title
Company Name	(Corporate Seal)

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

Deputy City Attorney

6-28-11
Date

RECOMMENDED FOR APPROVAL:

Department Head

6/28/11
Date

Item No. B.4

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/21/2009

PRODUCER
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

PHONE (866) 283-7122 FAX (847) [illegible]

CITY OF MORENO VALLEY
SPECIAL DISTRICTS
2009 JAN 27 PM 12:28

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
TruGreen LandCare, LLC
860 Ridge Lake Blvd
Memphis TN 38120 USA

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co A(XV)CA	16535
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:	A+(XV)CA	
INSURER D:		
INSURER E:		

COVERAGES

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

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM\DD\YY)	POLICY EXPIRATION DATE(MM\DD\YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	GL0293865604	01/01/09	01/01/12	EACH OCCURRENCE	$3,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$1,000,000
						MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$3,000,000
						GENERAL AGGREGATE	$5,000,000
						PRODUCTS - COMP/OP AGG	Included
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON OWNED AUTOS	BAP2938657-04	01/01/09	01/01/12	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
B		EXCESS /UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION	BE2227065 Umbrella	01/01/09	01/01/10	EACH OCCURRENCE	$5,000,000
						AGGREGATE	$5,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC293865404 AOS	01/01/09	01/01/12	[X] WC STATUTORY LIMITS [ ] OTHER	
A		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC293865504 WI	01/01/09	01/01/12	E.L. EACH ACCIDENT	$1,000,000
						E.L. DISEASE-EA EMPLOYEE	$1,000,000
						E.L. DISEASE-POLICY LIMIT	$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

REF: TruGreen LandCare, LLC - Branch No. 6228. City of Moreno Valley is included as an Additional Insured under the General Liability per the attached CG2010 0704 and CG2037 0704 and Automobile Liability policies if required by written contract. Waiver of Subrogation applies to General Liability, Automobile Liability and Workers'

RECEIVED
JAN 28 2009
RISK MANAGEMENT

RISK MANAGEMENT
Approved
M. Alonzo 1-30-09

CERTIFICATE HOLDER

City of Moreno Valley
Attn: Stuart Sheldon
14325 Frederick Street, Suite 9
Moreno Valley CA 92552 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Aon Risk Services Central, Inc.

Attachment to ACORD C[illegible]ate for TruGreen LandCare, LLC

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

TruGreen LandCare, LLC
860 Ridge Lake Blvd
Memphis TN 38120 USA

INSURER
INSURER
INSURER
INSURER
INSURER

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Compensation policies if required by written contract with City of Moreno Valley.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY ENTITY FOR WHOM THE INSURED HAS AGREED TO PROVIDE COVERAGE AS PER WRITTEN CONTRACT. TRUGREEN LANDCARE L.L.C. 01/01/09 – 01/01/12	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Copyright, ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY ENTITY FOR WHOM THE INSURED HAS AGREED TO PROVIDE COVERAGE AS PER WRITTEN CONTRACT. TRUGREEN LANDCARE L.L.C. 01/01/09 – 01/01/12	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Copyright, ISO Properties, Inc., 2004

EXTENSION AGREEMENT
PROJECT NO. DSG-1/10
MAINTENANCE OF LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **TruGreen Landcare,** (hereafter, "Contractor")

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated June 23, 2010, referencing Project No. DSG-1/10 for the maintenance of parkway and median landscaping and irrigation systems associated with certain tracts within the District's Zone D service area.

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement.

WHEREAS, the Extension of the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2012** and shall terminate on **June 30, 2013.**

2. In accordance with Exhibit D, Section 1b of the Agreement, this Extension shall be considered the second of four possible extensions of the Agreement.

3. For the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension in the total amount of **FIVE THOUSAND ONE HUNDRED TWENTY-ONE AND 57/100 DOLLARS ($5,121.57)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **SIXTY-ONE THOUSAND FOUR HUNDRED FIFTY-EIGHT AND 84/100 DOLLARS ($61,458.84).**

4. Services per the terms of the Agreement and for this Extension Agreement term will be provided to those tracts as identified on Exhibit A attached here with this Extension Agreement.

5. Notwithstanding Exhibit E, Section B. Additional Work Price List, of the Agreement, the unit costs set forth therein shall be for any landscape areas added to the project during the period of this Extension, which shall be as follows:

    a. Additional parkway areas, turf (trees up to 18-feet height, as applicable). **$0.02/sq.ft./mo**.

    b. Additional parkway areas, planters (trees up to 18-feet height, shrubs, ground cover included, as applicable). **$0.02/sq. ft./mo.**

6. Notwithstanding Exhibit C., Numeral 2, Letter e. of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the City Council, the Director (the Public Works Director/City Engineer or his designated appointee) may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **FOUR THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS ($4,700.00).**

7. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

EXTENSION AGREEMENT
PROJECT NO. DSG-1/10
MAINTENANCE OF LANDSCAPING AND IRRIGATION

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor: TruGreen Landcare
By: Michelle Dawson	By:
Title: City Manager, Acting in the capacity of District Manager to the Moreno Valley Community Services District	Title: (President or Vice President) Tim Martinez, Region Manager
Date: 7/9/12	Date: 5/28/12

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

Suzanne Bryant
Deputy City Attorney

7-9-12
Date

RECOMMENDED FOR APPROVAL:

Department Head

7/10/12
Date

By:
Title: Corporate Secretary or Assistant Secretary

Date:

Affix Corporate Seal Below

Item No. B.4

BOND NO. 015030152 **DUPLICATED ORIGINAL**

PREMIUM $ 615.00
EFFECTIVE: 07/01/12-06/30/13

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

PROJECT NO. DSG-1/10
R.F.P. NO. DSG-1/10
MAINTENANCE OF PARKWAY
LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

WHEREAS, the Board of Directors of the Moreno Valley Community Services District, State of California, and TruGreen LandCare, a California General Partnership, hereinafter designated as "Contractor" have entered into an Agreement whereby Contractor agrees to maintain certain designated public improvements, which said Agreement dated June 30, 2010, and identified as **PROJECT NO. DSG-1/10** is hereby referred to, and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of Sixty One Thousand Four Hundred Fifty Eight and 84/100 dollars, ($61,458.84),(words and figures) lawful money of the United States, to be paid to the said CSD or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Moreno Valley Community Services District, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the Moreno Valley Community Services District in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

BOND NO. 015030152

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this 26th day of June, 2012.

CONTRACTOR (Principal)		SURETY	
Name:	TruGreen LandCare, a California General Partnership	Name:	Liberty Mutual Insurance Company
Address:	1616 Marlborough Ave, Bldg S, Riverside, CA 92507	Address:	790 The City Drive South, Ste. 200 Orange, CA 92868
Telephone No:	951-688-6880	Telephone No:	714-634-3311
Print Name:	Misty Wright, Attorney-In-Fact	Print Name:	Dennis Langer, Attorney-In-Fact
Signature:	Misty Wright	Signature:	

Approved as to Form this

9th day of JULY 2012

Suzanne Bryant

DEPUTY City Attorney, in the Capacity of General Legal Counsel to the Moreno Valley Community Services District

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On JUNE 26, 2012 (Date) before me, YALONDA M. EUBANK, NOTARY PUBLIC (Here Insert Name and Title of the Officer),

personally appeared Misty Wright (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(~~x~~) whose name(~~x~~) is/~~xxx~~ subscribed to the within instrument and acknowledged to me that ~~xx~~/~~she~~/~~xxxx~~ executed the same in ~~xx~~/~~her~~/~~xxxx~~ authorized capacity(~~xxx~~), and that by ~~xx~~/~~her~~/~~xxxx~~ signature(~~x~~) on the instrument the person(~~x~~), or the entity upon behalf of which the person(~~x~~) acted, executed the instrument.

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

Witness my hand and official seal.

Signature _____ (Signature of Notary Public) YALONDA M. EUBANK

YALONDA M. EUBANK
COMM. #1975925
Notary Public California
Los Angeles County
My Comm. Expires Apr. 22, 2016
NRO1 NRO1

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bond No.: 015030152

Document Date: JUNE 26, 2012 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On JUNE 26, 2012 (Date) before me, YALONDA M. EUBANK, NOTARY PUBLIC (Here Insert Name and Title of the Officer),

personally appeared DENNIS LANGER (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(~~x~~) whose name(~~x~~) is/~~xxx~~ subscribed to the within instrument and acknowledged to me that ~~xx~~/~~she~~/~~xxxx~~ executed the same in ~~xx~~/~~her~~/~~xxxx~~ authorized capacity(~~xxx~~), and that by ~~xx~~/~~her~~/~~xxxx~~ signature(~~x~~) on the instrument the person(~~x~~), or the entity upon behalf of which the person(~~x~~) acted, executed the instrument.

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

Witness my hand and official seal.

Signature _____ (Signature of Notary Public) YALONDA M. EUBANK

YALONDA M. EUBANK
COMM. #1975925
Notary Public California
Los Angeles County
My Comm. Expires Apr. 22, 2016
NRO1 NRO1

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bond No.: 015030152

Document Date: JUNE 26, 2012 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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Item No. B.4

MV00201220

TRUGREEN LandCare™

POWER OF ATTORNEY

TruGreen LandCare L.L.C. ("TruGreen"), a Delaware Limited Liability Company, with its principal place of business located at 9416 Doctor Perry Road, Ijamsville, Maryland 21754, and a Federal Employer Identification Number of 36-4313318, hereby constitutes and appoints, jointly and severally, the employees of Lockton Insurance Brokers LLC ("Lockton") identified below, as its true and lawful attorney-in-fact, to execute all surety bonds with a face amount of up to $1,000,000 issued on behalf of TruGreen or any of TruGreen's direct and/or indirect subsidiaries as set forth herein.

EMPLOYEE	LOCATION
Paul Boucher	Lockton Insurance Brokers LLC-Los Angeles
Janina Monroe	Lockton Insurance Brokers LLC-Irvine
Sarah Campbell	Lockton Insurance Brokers LLC-Los Angeles
Dennis Langer	Lockton Insurance Brokers LLC-Los Angeles
Yalonda Eubank	Lockton Insurance Brokers LLC-Los Angeles
Richard A. Roderick	Lockton Insurance Brokers LLC-Los Angeles
Heather Win	Lockton Insurance Brokers LLC-Los Angeles
Misty Wright	Lockton Insurance Brokers LLC-Los Angeles
Debra J. Scarborough	Lockton Insurance Brokers LLC-Kansas City
Christy M. McCart	Lockton Insurance Brokers LLC-Kansas City

This Power of Attorney supersedes all prior Power of Attorney executed for this purpose and shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days' written notice.

This Power of Attorney shall include the following direct and indirect subsidiaries of TruGreen and any and all direct and/or indirect subsidiaries that are acquired or formed by TruGreen after the execution of this Power of Attorney.

SUBSIDIARIES	FEDERAL EMPLOYER IDENTIFICATION NUMBER
TruGreen LandCare, a California General Partnership	36-4313318
TruGreen LandCare of Nevada L.L.C.	36-4345959
TruGreen LandCare of Alabama L.L.C.	36-4345958
Minnesota Lawn Maintenance, Inc.	41-1766873

IN WITNESS WHEREOF, the individual signing below affirms his/her authority to sign this Power Of Attorney on behalf of TruGreen LandCare L.L.C. and to grant the powers contained herein.

Dated this 17th day of May, 2012

TruGreen LandCare L.L.C.

By:_____

Vidyadhar KulKarni, President & CEO

(Signature to be notarized)

~~~
~~~

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND. 5217822

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. _____

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, PAUL BOUCHER, JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE, DENNIS LANGER, ...

all of the city of LOS ANGELES, state of CALIFORNIA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of March, 2012.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: _____
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 5th day of March, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: _____
KD Riley , Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and biding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of JUN 26 2012.

By: _____
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Item No. B.4 WAIC

MV00201223

BOND NO. 015030152 **DUPLICATED ORIGINAL**

PREMIUM $ Included In Performance Bond
EFFECTIVE: 07/01/12-06/30/13

LABOR AND MATERIALS BOND
(100% of Total Contract Amount)

PROJECT NO. DSG-1/10
R.F.P. NO. DSG-1/10
MAINTENANCE OF PARKWAY
LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

WHEREAS, the Board of Directors of the Moreno Valley Community Services District, State of California, and TruGreen Landcare, a California General Partnership, hereinafter designated as "Contractor" have entered into an Agreement whereby Contractor agrees to maintain certain designated public improvements, which said Agreement dated June 23, 2010, and identified as **PROJECT NO. DSG-1/10** is hereby referred to, and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto the City of Moreno Valley Community Services District for the City of Moreno Valley, County of Riverside in the penal sum of Sixty One Thousand Four Hundred Fifty Eight and 84/100 dollars, ($ 61,458.84) (words and figures), lawful money of the United States, to be paid to said CSD or its certain attorney, successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Moreno Valley Community Services District, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the CSD and judgment is recovered, the Surety shall pay all costs incurred by the CSD in such suit, including reasonable attorney fees to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extensions of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

BOND NO. 015030152

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this 26th day of June 2012.

CONTRACTOR (Principal)	SURETY
Name: TruGreen LandCare, a California General Partnership	Name: Liberty Mutual Insurance Company
Address: 1616 Marlborough Ave, Bldg S, Riverside, CA 92507	Address: 790 The City Drive South, Ste. 200 Orange, CA 92868
Telephone No: 915-688-6880	Telephone No: 714-634-3311
Print Name: Misty Wright, Attorney-In-Fact	Print Name: Dennis Langer, Attorney-In-Fact
Signature:	Signature:

Approved as to Form this

9th day of July 2012

Deputy City Attorney, in the Capacity of General Legal Counsel to the Moreno Valley Community Services District

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On JUNE 26, 2012 (Date) before me, YALONDA M. EUBANK, NOTARY PUBLIC (Here Insert Name and Title of the Officer),

personally appeared Misty Wright (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/xxx subscribed to the within instrument and acknowledged to me that xx/she/xxxx executed the same in xx/her/xxxx authorized capacity(xxx), and that by xx/her/xxxx signature(x) on the instrument the person(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

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

Witness my hand and official seal.

Signature (Signature of Notary Public) YALONDA M. EUBANK

YALONDA M. EUBANK
COMM. #1975925
Notary Public California
Los Angeles County
My Comm. Expires Apr. 22, 2016
NRO1

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bond No.: 015030152

Document Date: JUNE 26, 2012 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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Item No. B.4

MV00201226

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On JUNE 26, 2012 (Date) before me, YALONDA M. EUBANK, NOTARY PUBLIC (Here Insert Name and Title of the Officer),

personally appeared DENNIS LANGER (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(~~x~~) whose name(~~x~~) is/~~xxx~~ subscribed to the within instrument and acknowledged to me that ~~xx~~/~~s~~he/~~xxxx~~ executed the same in ~~xx~~/~~h~~er/~~xxxx~~ authorized capacity(~~xxx~~), and that by ~~xx~~/~~h~~er/~~xxxx~~ signature(~~x~~) on the instrument the person(~~x~~), or the entity upon behalf of which the person(~~x~~) acted, executed the instrument.

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

Witness my hand and official seal.

Signature _____ (Signature of Notary Public) YALONDA M. EUBANK

YALONDA M. EUBANK
COMM. #1975925
Notary Public California
Los Angeles County
My Comm. Expires Apr. 22, 2016
NRO1

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bond No.: 015030152

Document Date: JUNE 26, 2012 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org Item #5907 Reorder: Call Toll-Free 1-800-876-6827

TRUGREEN LandCare™

POWER OF ATTORNEY

TruGreen LandCare L.L.C. ("TruGreen"), a Delaware Limited Liability Company, with its principal place of business located at 9416 Doctor Perry Road, Ijamsville, Maryland 21754, and a Federal Employer Identification Number of 36-4313318, hereby constitutes and appoints, jointly and severally, the employees of Lockton Insurance Brokers LLC ("Lockton") identified below, as its true and lawful attorney-in-fact, to execute all surety bonds with a face amount of up to $1,000,000 issued on behalf of TruGreen or any of TruGreen's direct and/or indirect subsidiaries as set forth herein.

EMPLOYEE	LOCATION
Paul Boucher	Lockton Insurance Brokers LLC-Los Angeles
Janina Monroe	Lockton Insurance Brokers LLC-Irvine
Sarah Campbell	Lockton Insurance Brokers LLC-Los Angeles
Dennis Langer	Lockton Insurance Brokers LLC-Los Angeles
Yalonda Eubank	Lockton Insurance Brokers LLC-Los Angeles
Richard A. Roderick	Lockton Insurance Brokers LLC-Los Angeles
Heather Win	Lockton Insurance Brokers LLC-Los Angeles
Misty Wright	Lockton Insurance Brokers LLC-Los Angeles
Debra J. Scarborough	Lockton Insurance Brokers LLC-Kansas City
Christy M. McCart	Lockton Insurance Brokers LLC-Kansas City

This Power of Attorney supersedes all prior Power of Attorney executed for this purpose and shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days' written notice.

This Power of Attorney shall include the following direct and indirect subsidiaries of TruGreen and any and all direct and/or indirect subsidiaries that are acquired or formed by TruGreen after the execution of this Power of Attorney.

SUBSIDIARIES	FEDERAL EMPLOYER IDENTIFICATION NUMBER
TruGreen LandCare, a California General Partnership	36-4313318
TruGreen LandCare of Nevada L.L.C.	36-4345959
TruGreen LandCare of Alabama L.L.C.	36-4345958
Minnesota Lawn Maintenance, Inc.	41-1766873

IN WITNESS WHEREOF, the individual signing below affirms his/her authority to sign this Power Of Attorney on behalf of TruGreen LandCare L.L.C. and to grant the powers contained herein.

Dated this 17th day of May, 2012

TruGreen LandCare L.L.C.

By:_____
Vidyadhar KulKarni, President & CEO

(Signature to be notarized)

~~~
~~~

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND. 5217823

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. _____

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, PAUL BOUCHER, JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE, DENNIS LANGER, ...

all of the city of LOS ANGELES, state of CALIFORNIA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of March, 2012.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: _____
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 5th day of March, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

K.D. RILEY COMM. EXP. NOTARY PUBLIC 12-09-2015 STATE OF WASHINGTON

By: _____
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and biding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of JUN 26 2012 20_____.

By: _____
David M. Carey, Assistant Secretary

POA - AFCC, LMIC, OCIC, PIC & WAIC
LMS_12873_012012

Item No. B.4

MV00201230

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE 4/29/2013

DATE (MM/DD/YYYY) 6/26/2012

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

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

PRODUCER
Lockton Insurance Brokers, LLC
725 S. Figueroa Street, 35th Fl.
CA License #0F15767
Los Angeles CA 90017
(213) 689-0065

CONTACT NAME:
PHONE (A/C, No. Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company A+(XV)	16535
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1340830 TruGreen LandCare, L.L.C.
9416 Doctor Perry Road
Ijamsville MD 21754

COVERAGES TRULA01 D6 CERTIFICATE NUMBER: 11855056 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC	Y	N	GLO 4783593 01	4/29/2012	4/29/2013	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 10,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	N	N	BAP 4783594 01	4/29/2012	4/29/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		NOT APPLICABLE			WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ XXXXXXX
							E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority, their officers, employees and agents are named as additional insured. This insurance is primary and non contributory in regards to the general liability.

RISK MANAGEMENT
Approved
M. Alonzo 6-27-12

CERTIFICATE HOLDER

By Date

11855056
City of Moreno Valley
14177 Frederick Street
PO Box 88005
Moreno Valley CA 92552

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Timothy G. Lane

The ACORD name and logo are registered ACORD ©1988-2010 ACORD CORPORATION. All rights reserved

Additional Insured - Automatic - Owners, Lessees Or Contractors **ZURICH**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO 4783593 01 ✓	4/29/2012	4/29/2013	4/29/2012			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: TruGreen Landcare, L.L.C.

A. Section II - Who Is An Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.

B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under **Section I - Coverage A - Bodily Injury And Property Damage Liability** and **Section I - Coverage B - Personal And Advertising Injury Liability**, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf,

and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement, performed for the additional insured person or organization.

C. However, regardless of the provisions of Paragraphs **A.** and **B.** above:

1. We will not extend any insurance coverage to any additional insured person or organization:

a. That is not provided to you in this policy; or

b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and

2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:

a. The Limits of Insurance provided to you in this policy; or

b. The Limits of Insurance you are required to provide in the written contract or written agreement.

D. The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

Attachment Code: D464900
Certificate ID: 11855056

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities.

E. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

2. We receive written notice of a claim or "suit" as soon as practicable; and

3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F. For the coverage provided by this endorsement:

1. The following paragraph is added to Paragraph **4.a.** of the Other Insurance Condition of **Section IV - Commercial General Liability Conditions**:

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of **Section IV - Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

All other terms and conditions of this policy remain unchanged.

Attachment Code: D464900
Certificate ID: 11855056

ACORD®

CERTIFICATE OF LIABILITY INSURANCE 4/29/2013

DATE (MM/DD/YYYY) 6/13/2012

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

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

PRODUCER
Lockton Insurance Brokers, LLC
725 S. Figueroa Street, 35th Fl.
CA License #0F15767
Los Angeles CA 90017
(213) 689-0065

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1342002 TruGreen LandCare, LLC
9416 Doctor Perry Road
Ijamsville MD 21754

COVERAGES TRULA01 D6 **CERTIFICATE NUMBER:** 11855056 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC	Y	N	GLO 4783593 01	4/29/2012	4/29/2013	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 10,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC 4783592 01	4/29/2012	4/29/2013	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

RISK MANAGEMENT Approved
M. Alonzo 6-21-12
By Date

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority, their officers, employees and agents are named as additional insured. This insurance is primary and non contributory in regards to the general liability.

CITY OF MORENO VALLEY SPECIAL DISTRICTS 2012 JUN 27 PM 2:4

CERTIFICATE HOLDER

11855056
City of Moreno Valley
14177 Frederick Street
PO Box 88005
Moreno Valley CA 92552

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Timothy G. Jan

Item No. B.4

ACORD 25 (2010/05) The ACORD name and logo are registered ORD ©1988-2010 ACORD CORPO

MV00201234

POLICY NUMBER: GLO 4783593-00
ENDORSEMENT NO.: 1

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

POLICY NUMBER	EFF. DATE OF POLICY	EXP. DATE OF POLICY	EFF. DATE OF ENDT	PRODUCER NO.	ADD'L PREMIUM	RETURN PREMIUM
GLO478359301	4/29/2012	4/29/2013	06/16/2011	75428-000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: TruGreen Landcare, LLC
Address (including ZIP Code): 860 Ridge Lake Boulevard
Memphis, TN 38120

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority, their officers, employees and agents	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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R.F.P. # DSG-1/10
EXHIBIT E – cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

A. Prices for Emergency Work, Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibit A., Section 3., paragraph e., and; Exhibit C., Section 2., paragraphs a. through d.

UNIT PRICES

1.	Pop-up sprink. In place:	4"	@	$ 9.00	ea
		6"	@	$ 13.00	ea
		12"	@	$ 20.00	ea
2.	Pop-up gear drive sprink. in place:	4"	@	$ 17.00	ea
		12"	@	$ 30.00	ea
3.	Fixed Shrub sprink. In place:		@	$ 6.00	ea
4.	Fixed shrub gear drive sprink. In place:		@	$ 15.00	ea
5.	1 gal. shrub/vine/ground cover in place		@	$ 8.00	ea
6.	5 gal. shrub/vine/ground cover in place		@	$ 25.00	ea
7.	5 gal. tree in place (stakes incl)		@	$ 32.00	ea
8.	15 gal. tree in place (stakes incl)		@	$ 80.00	ea
9.	24" box tree in place (stakes incl)		@	$ 275.00	ea
10.	36" box tree in place (guy wires incl)		@	$ 675.00	ea
11.	Flat of ground cover in place		@	$ 23.00	ea
12.	Planter bed mulch in place		@	$ 38.00	/cu. yd
13.	Additional labor		@	$ 30.00	/man hour
14.	Additional supervision		@	$ 45.00	/man hour
15.	Additional Irrigation Technician		@	$ 60.00	/man hour

PROPOSER: TruGreen LandCare
(Company Name)

R.F.P. # DSG-1/10
EXHIBIT E – cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

COST SECTION A, (ADD ITEMS 1 THROUGH 15: FROM PREVIOUS PAGE) $ 1401.00

ROUTINE IRRIGATION REPAIR PRICES

A. Irrigation repair parts for routine repairs @ cost plus 15 %

COMPUTE TOTAL COST, SECTION A:

STEP 1: MULTIPLY "COST SECTION A" BY THE "COST PLUS" PERCENTAGE ENTERED FOR ITEM A. 18. ABOVE

STEP 2: ADD THE COMPUTATION RESULT TO "COST SECTION A" AND ENTER BELOW

TOTAL COST OF SECTION A = $ 1611.15

B. Unit prices for Additional Work (additional landscape areas) per Section 3., paragraph f.

1. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.0235 /sq. ft./mo.

2. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.02 /sq. ft./mo.

TOTAL COST SECTION B:
ITEMS 1 & 2 ABOVE = $ 0.0435

C. Any other Additional Work shall be quoted per Section 3., paragraph d. of the Terms & Conditions. TOTAL ADDITIONAL WORK PRICE COST:

SUM OF TOTAL COSTS FOR SECTIONS A & B = $ 1611.1935

PROPOSER: TruGreen LandCare
(Company Name)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: May 14, 2013

TITLE: FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION PROJECT NO. DSG-2/12-13

RECOMMENDED ACTION

Recommendations:

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD Board): Approve the First Amendment to the Independent Contractor Agreement ("Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. DSG-2/12-13, ("First Amendment to the Agreement for DSG-2/12-13") with Mariposa Landscapes, Inc., 15529 Arrow Highway, Irwindale, CA 91706 for Zone D-2 (DSG-2 reduced service level) tracts.

2. Authorize the City Manager to execute the First Amendment to the Agreement for DSG-2/12-13 with Mariposa Landscapes, Inc.

3. Authorize adjustments in the purchase orders (POs) to Mariposa Landscapes, Inc. for a decrease in the PO for base maintenance services of $1,498.44 and an increase of $7,100.00 for additional work, for a net change to the Agreement of $5,601.56, when the First Amendment to the Agreement for DSG-2/12-13 has been signed by all parties.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services. Zone E (extensive landscape maintenance), provides landscape maintenance services at full or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 Stoneridge Ranch), E-14 Mahogany Fields, E-15 (Celebration), and E-16 (Shadow Mountain).

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors who perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement for landscape maintenance or other related specialty services, such as backflow testing, repair and replacement.

The Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. “Base services” include: mowing, edging and trimming of turf grass areas, pruning and trimming of shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes and groundcovers, and pesticide applications. Base services are performed on a scheduled rotation basis.

“Additional work” is unanticipated, extra services that may be required and can include added square footage to a service area at a pre-stated unit cost during the contracting term. Additional work services may include, but is not limited to, irrigation repairs, labor and materials, additional plant materials, and fertilizer applications as allowed per Exhibit E of the Agreement (See Attachment 3 - Additional Work Price List) or provided as a supplementary proposal for specialty services. While efforts are made to anticipate additional, unexpected or emergency work at the beginning of a contracting term, extra work and/or acceptance of additional service areas can occur which requires the Agreement to be amended to include the costs associated with any added additional work that may be required prior to the end of the term of the Agreement.

DISCUSSION

DSG-2/12-13 is the CSD landscape maintenance Agreement that covers the Zone D reduced service CSD maintained landscape service areas. Service levels are consistent with the terms of the CSD Zone D General Service Level Guidelines, as listed in the Moreno Valley Community Services District Zone D (Parkway Landscape Maintenance) Service Plan Policy, as adopted by the CSD Board on January 9, 2001, and most recently amended on April 26, 2011.

The Agreement was authorized in the NTE amount of $165,884.00 ($155,784.00 for base maintenance services and $10,100.00 for additional work) for fiscal year (FY) 2012/13.

In FY 2012/13, Tract 21616 was transitioned from turf grass to planter maintenance, as a result of receiving an Eastern Municipal Water District (EMWD) grant to reduce water consumption, which has a lower maintenance cost. This change requires the base maintenance cost of the Agreement to be adjusted from $155,784.00 to $154,285.56 for a reduction of $1,498.44 in the base maintenance amount.

Due to budgetary constraints, staffing reductions were necessary in the Special Districts Division during FYs 2011/12 and 2012/13. In FY 2012/13 tasks normally performed by field personnel, including irrigation repair services had to be transitioned to the Contractor in order to keep up with the workload. As a result of this change, the Agreement's additional work allocation is in need of an increase from $10,100.00 to $17,200.00 (a $7,100.00 increase) to cover the cost of additional services to provide labor and materials for irrigation repairs and replanting services.

This First Agreement to the Agreement for DSG-2/12-13 will reduce the total base maintenance cost by $1,498.44 and increase the additional work cost by $7,100.00 for a net increase of $5,601.56. These adjustments are consistent with the costs identified in the Agreement. Approval of the First Amendment to the Agreement for DSG-2/12-13 will increase the NTE amount to $171,485.56 ($154,285.56 for base maintenance services and $17,200.00 for additional work) for FY 2012/13.

ALTERNATIVES

1. Approve the First Amendment to the Agreement for DSG-2/12-13 with Mariposa Landscapes, Inc. for Zone D (DSG-2 reduced level) tracts in the form attached hereto to provide continuation of landscape maintenance and maintenance related services, authorize the City Manager to execute said First Amendment to the Agreement for DSG-2/12-13 with Mariposa Landscapes, Inc., and authorize adjustments in the purchase orders to Mariposa Landscapes, Inc. for a reduction of $1,498.44 in the base maintenance PO and an increase of $7,100.00 in the additional work PO. *By selecting this alternative the CSD Board will prevent interruptions in landscape maintenance services and allow for the necessary funding of additional work to be performed within those CSD landscaped service areas for the 2012/13 fiscal year.*

2. Do not approve the First Amendment to the Agreement for DSG-2/12-13 with Mariposa Landscapes, Inc. for Zone D (DSG-2 reduced level) tracts in the form attached hereto for continuation of landscape maintenance and maintenance related services; do not authorize the City Manager to execute said First Amendment to the Agreement for DSG-2/12-13 with Mariposa Landscapes, Inc., and do not authorize adjustments in the purchase orders to Mariposa Landscapes, Inc., for a reduction of $1,498.44 in the base maintenance PO and an increase of $7,100.00 in the additional work PO. *By selecting this alternative, the CSD Board may allow for a lapse in necessary additional maintenance services to be provided and compensated for in the Zone D (DSG-2) landscaped areas where Agreements require amending*.

FISCAL IMPACT

CSD Zone D services are funded through a property owner approved parcel charge, which is levied and collected on the property tax bills and pays for parkway and median, landscape maintenance and associated landscape maintenance related services. **These actions will not impact the City's General Fund.**

The following table represents the Adjustments to be made in the General Ledger Account to the Zone D budget to accommodate the First Amendment to the Agreement for DSG-2/12-13 for landscape maintenance services.

Service Area (Zone)	Contractor	GL Account	Base Agreement Amount	2012/13 Additional Work Agreement Amount	2012/13 Agreement Total	2012/13 Net Adjustments[1]	2012/13 Amended Agreement Total
DSG-2	Mariposa Landscapes, Inc.	5111-30-79-25704-620910	$ 155,784.00	$ 10,100.00	$ 165,884.00	$ 5,601.56	$ 171,485.56

[1] DSG-2's Agreement Adjustment includes a $1,498.44 reduction in the base amount as a result of a reduction of sq. footage maintained. The proposed Amendment for additional work for DSG-2 is a $7,100.00 increase.

CITY COUNCIL GOALS

Community Image and Positive Environment:

By approving the Amendments to the Agreements as listed herein, the CSD Board will allow for the promotion of a positive environment through continued maintenance of parkways and medians.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1 – First Amendment to the Agreement for DSG-2/12-13

Attachment 2 – Agreement for DSG-2/12-13

Attachment 3 – Additional Work Price List

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00201243

FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT MORENO VALLEY COMMUNITY SERVICES DISTRICT MAINTENANCE OF PARKWAY & MEDIAN LANDSCAPING AND IRRIGATION

PROJECT NO. DSG-2/12-13

This First Amendment to the Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT, a municipal corporation, hereinafter referred to as "CSD," and Mariposa Landscapes, Inc., a California Corporation hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for RFP NO. DSG-2/12/13 PROJECT NO. DSG-2/12-13, hereinafter referred to as "Agreement," dated July 10, 2012; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform maintenance of landscaping and irrigation of the landscaped parkways and medians for the DSG-2 areas as provided in the Agreement; and,

WHEREAS, the Agreement was authorized in the not-to-exceed (NTE) amount of $165,884.00 ($155,784.00 for base maintenance services to be paid at a rate of $12,982.00 per month, one month in arrears and $10,100.00 for additional work); and,

WHEREAS, on July 30, 2012, a notification letter was submitted to the Contractor that 3,670 sq. ft. of parkway turf had been converted to planter material, which adjusted the Agreement from $165,884.00 to $164,385.56 (a reduction in the base maintenance from $155,784.00 to $154,285.56); and,

FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. DSG-2/12-13

WHEREAS, the amount of additional work that was identified is greater than anticipated when the Agreement was entered into, which will require a $7,100.00 increase in the Agreement's additional work allocation from $10,100.00 to $17,200.00, to cover the cost of additional services, which includes but is not limited to labor and materials, for irrigation repairs and replanting services to be performed or provided by the Contractor.

SECTION 1 FIRST AMENDMENT to the AGREEMENT:

1.1 Total Contract Amendment from $165,884.00 to $171,485.56 ($154,285.56 for base maintenance services, to be paid at a rate of $12,857.13 per month, one month in arrears and $17,200.00 for additional work).

1.1.a. Base Amount: Base amount was reduced from $155,784.00 to $154,285.56 by $1,498.44.

1.1.b. Additional Work: Amend the Additional Work Amount of the Agreement, Exhibit C, Section 2. E. from $10,100.00 to $17,200.00, an increase of $7,100.00, to accommodate additional labor and material costs associated with irrigation and replanting services.

SECTION 2

2.1 Except as otherwise specifically provided in this First Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. DSG-2/12-13

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District

Date: _____

Contractor: Mariposa Landscapes, Inc.

By: _____
Title: (President or Vice President)

Date: 04-25-13

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: 04-25-13

Affix Corporate Seal Below
(If applicable)

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

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MV00201247

INDEPENDENT CONTRACTOR AGREEMENT

RFP NO. DSG-2/12-13
PROJECT NO. DSG-2/12-13
MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name	Mariposa Landscapes, Inc.
Street Address	15529 Arrow Hwy.,
Street Address	
City, State, Zip	Irwindale, CA 91706
Mailing Address	
(If same as Street Address,	Same
write same or same as above)	
Business Phone (with area code)	(626) 960-3809
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	(909) 429-2546
Fax Number	
Email Address	
Social Security Number	
Business License Number	
Federal Tax ID Number	
Contractor's License Number & Classification	592268/ C-27, A, C61/D49

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contract Starting Date is July 1, 2012 and the Contract Ending Date is June 30, 2013. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will consider Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

A. Control of Work. Except for compliance with service schedules, general and technical specification provisions (which may also be referred to herein as specifications) and performance standards as provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Contract.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (District), and the their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, Housing Authority's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, Housing Authority, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, Housing Authority, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of

carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Contract

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/District/Housing Authority premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.
By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City's Risk Manager prior to the execution of this Contract. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, the Moreno Valley Community Services District, and, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the City of amendment or cancellation, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The District and the Contractor agree that to the

extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.

J. Termination.

1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.

2. The District may terminate this Contract without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor: 15529 Arrow Highway, Irwindale, CA 91706
[Mailing Address (Post Office Box, if applicable]
626-960-0196
[Telephone number]
626-960-8477
[Fax number]
jaimeg@mariposa-ca.com
[Email address]

With a copy to:
[Attorney for Contractor, if applicable]
[Street Address]
[Post Office Box, if applicable]
[City, State, Zip]
[Telephone number]
[Fax number]
[Email address]

To District (CSD): MORENO VALLEY COMMUNITY SERVICES DISTRICT
Public Works Department
Special Districts Division
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Sharon Sharp, Senior Management Analyst
Telephone number: 951.413.3480
Fax Number: 951.413.3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951.413.3036
Fax number: 951.413.3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: Michelle Dawson
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District
for
Date: 7/10/12

Contractor

By:
Title: (President or Vice President)

Date: June 25, 2012

By:
Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: June 25, 2012

Affix Corporate Seal Below
(If applicable)

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

Deputy City Attorney

7-9-12
Date

RECOMMENDED FOR APPROVAL:

Department Head

7/9/12
Date

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

BOND NO. 024040136

PREMIUM $ 1092.00

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

RFP NO. DSG-2/12-13
PROJECT NO. DSG-2/12-13
MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the Board of Directors of the Moreno Valley Community Services District, State of California,, known as "CSD," has awarded to Mariposa Landscapes, Inc., as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as **PROJECT NO. DSG-2/12-13**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and , as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of One Hundred Fifty Five Thousand Seven Hundred Eight Four and 00/100 dollars, ($ 155,784.00), lawful money of the United States, to be paid to the said CSD or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the CSD, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the CSD in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

BOND NO. 024040136

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this 26th day of June 2012.

CONTRACTOR (Principal)	SURETY
Contractor Name: Mariposa Landscapes, Inc.	Name: Safeco Insurance Company of America
Address: 15529 Arrow Highway	Address: 790 The City Drive South, Suite 200
Irwindale, CA 91706	Orange, CA 92868
Telephone No.: 626-960-0196	Telephone No.: 714-634-5716
Print Name: Terry Noriega	Print Name: Jeffrey R. Gryde Attorney-in-Fact
Signature:	Signature:

Approved as to Form this
9th day of July 2012

Deputy City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

Jurat

State of California
County of Los Angeles

On, June 27, 2012, before me, Terry Noriega President – Mariposa Landscapes, Inc., Subscribed and sworn to (or affirmed) before me on this date, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.

(Seal)

R. AUSTIN
COMM. # 1832091
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires JAN. 29, 2013

Signature
R. Austin – Notary Public # 1832091

5316504

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No._____

First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America are corporations duly organized under the laws of the State of New Hampshire (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **JEFFREY R. GRYDE,** .....

.....

.....

all of the city of **LAGUNA NIGUEL**, state of **CALIFORNIA** each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this **12th** day of **April**, **2012**.

FIRST NATIONAL INSURANCE COMPANY OF AMERICA INCORPORATED 1928 NEW HAMPSHIRE
GENERAL INSURANCE COMPANY OF AMERICA INCORPORATED 1923 NEW HAMPSHIRE
SAFECO INSURANCE COMPANY OF AMERICA INCORPORATED 1953 NEW HAMPSHIRE

First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

By: _____
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this **12th** day of **April**, **2012**, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

KD RILEY COMM. EXP. NOTARY PUBLIC 12-09-2013 STATE OF WASHINGTON

By: _____
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, which are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and biding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this **26th** day of **June**, 20**12**.

FIRST NATIONAL INSURANCE COMPANY OF AMERICA INCORPORATED 1928 NEW HAMPSHIRE
GENERAL INSURANCE COMPANY OF AMERICA INCORPORATED 1923 NEW HAMPSHIRE
SAFECO INSURANCE COMPANY OF AMERICA INCORPORATED 1953 NEW HAMPSHIRE

By: _____
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Item No. B.5

POA - FNICA, GICA & SICA
LMS_12874_041012 - 3 Company

MV00201260

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of Orange

On June 26, 2012 before me, **P Zeis, Notary Public**, personally appeared **Jeffrey R. Gryde** Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

P. ZEIS
COMM. #1974059
Notary Public - California
Orange County
My Comm. Expires Apr. 29, 2016

Signature _____

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____ Document Date _____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

  _____
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they,~~ ~~is~~ /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

BOND NO. 024040136

PREMIUM $ Included

LABOR AND MATERIALS BOND
(100% of Total Contract Amount)

RFP NO. DSG-2/12-13
PROJECT NO. DSG-2/12-13
MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the board of Directors of the Moreno Valley Community Services District of the City of Moreno Valley, State of California, known as "CSD," has awarded to Mariposa Landscapes, Inc., as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement, whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as Project No. DSG-2/12-13, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and Safeco Insurance Company of America, as Surety, are held and firmly bound unto the City of Moreno Valley Community Services District for the City of Moreno Valley, County of Riverside in the penal sum of One Hundred Fifty Five Thousand Seven Hundred Eight Four and 00/100 dollars, ($ 155,784.00) (words and figures), lawful money of the United States, to be paid to said CSD or its certain attorney, successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Moreno Valley Community Services District, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the Moreno Valley Community Services District and judgment is recovered, the Surety shall pay all costs incurred by the Moreno Valley Community Services District in such suit, including reasonable attorney fees to be fixed by the court.

BOND NO. 024040136

The Surety hereby stipulates and agrees that no change, extensions of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

BOND NO. 024040136

WITNESS our hands this 26th day of June, 2012.

PRINCIPAL	SURETY
Name: Mariposa Landscapes, Inc.	Name: Safeco Insurance Company of America
Address: 15529 Arrow Highway	Address: 790 The City Drive South, Suite 200
Irwindale, CA 91706	Orange, CA 92868
Telephone Number: 626-960-0196	Telephone Number: 714-634-5716
By:	By:
Title: President	Title: Jeffrey R. Gryde, Attorney-in-Fact
By:	By:
Title: Secretary	Title:

Approved as to form this 9th day of JULY, 2012

Deputy City Attorney, in the Capacity of General Legal Counsel to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.**
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (Contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Jurat

State of California
County of Los Angeles

On, June 27, 2012, before me, Terry Noriega President and Antonio Valenzuela Secretary - Mariposa Landscapes, Inc., Subscribed and sworn to (or affirmed) before me on this date, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.

(Seal)

ST01 R. AUSTIN COMM. # 1832091 NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY My Comm. Expires JAN. 29, 2013 ST01

Signature R. Austin
R. Austin – Notary Public # 1832091

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND. 5316505

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No._____

First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America are corporations duly organized under the laws of the State of New Hampshire (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, JEFFREY R. GRYDE,

all of the city of LAGUNA NIGUEL, state of CALIFORNIA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of April, 2012.

FIRST NATIONAL INSURANCE COMPANY OF AMERICA INCORPORATED NEW HAMPSHIRE 1928 — GENERAL INSURANCE COMPANY OF AMERICA INCORPORATED NEW HAMPSHIRE 1923 — SAFECO INSURANCE COMPANY OF AMERICA INCORPORATED NEW HAMPSHIRE 1953

First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

By: _____
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 12th day of April, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

KD RILEY COMM. EXP. NOTARY PUBLIC 12-09-2013 STATE OF WASHINGTON

By: _____
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, which are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and biding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of June, 20 12.

FIRST NATIONAL INSURANCE COMPANY OF AMERICA INCORPORATED NEW HAMPSHIRE 1928 — GENERAL INSURANCE COMPANY OF AMERICA INCORPORATED NEW HAMPSHIRE 1923 — SAFECO INSURANCE COMPANY OF AMERICA INCORPORATED NEW HAMPSHIRE 1953

By: _____
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of Orange

On June 26, 2012 before me, **P Zeis, Notary Public**, personally appeared **Jeffrey R. Gryde**
Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

P. ZEIS
COMM. #1974059
Notary Public - California
Orange County
My Comm. Expires Apr. 29, 2016

Signature _____

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____ Document Date _____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/~~they~~ - is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

Item No. B.5

MV00201267

EXHIBIT A

RFP NO. DSG-2/12-13
PROJECT NO. DSG-2/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

1. GENERAL PROVISIONS - SCOPE OF WORK

A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the Board of Directors of the Moreno Valley Community Services District establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 20, Project Location Map.

B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf, groundcover, and shrub areas designated hereunder; regularly maintain and prune those portions of trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Specification Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.

E. All work shall be performed in accordance with the General and Technical Specification Provisions of this Contract and in accordance with an approved service schedule, as approved by the Director. Service schedules may be modified with 30 days advance written notice by the District.

2. GENERAL PROVISIONS - SCHEDULING OF WORK

A. The Contractor will adhere to the facilities, equipment and monthly and annual work schedules submitted as a part of the Contractor's RFP, and incorporated herein by this reference. These schedules, and any approved revisions thereto, will be used by the District as a basis for determining Contractor's satisfactory performance.

B. Revisions to facilities, equipment, or monthly and annual work schedules may not be implemented without the prior written approval of the Director. The Contractor is required to submit proposed revisions regarding facilities, equipment or monthly and annual work schedules in writing to the District at the address as set forth in the Independent Contractor Agreement, Section 3, paragraph N. at least ten (10) working days prior to commencing work per the proposed revisions.

C. Failure to submit proposed revisions concerning facilities, equipment, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations. Specialty type maintenance operations includes, but is not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

F. When inclement weather renders performance per the approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor is required to adjust his work force in order to accomplish those work items not affected by weather, and will contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-performance penalties per Exhibit C, Section 4.

G. For the purposes of this Contract, "Working Days" are Mondays through Thursdays, excluding holidays as provided herein. On those days maintenance is to be provided pursuant to the work schedule as approved by the Director. The hours of on site maintenance service will be from 7:00 a.m. to 4:30 p.m., not including mobilization to or from work site. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day in advance for the Director's approval.

3. GENERAL PROVISIONS - FUNCTIONS AND RESPONSIBILITIES

A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Appendix B, Monthly Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director

C. The Director may require the Contractor to attend meetings with the District field staff at some fixed interval to review the Contractor's operations, and schedule future work as may be ordered by the Director. Failure to attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. The Contractor shall maintain an office at some fixed place, and be listed in the telephone directory in Contractor's own name or in the Contractor's company name. Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph E. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage only during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the minimum acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by telephone, written email, written mailed correspondence or facsimile transmission. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at **any** time:

1. City Manager
2. Director of Public Works
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Street Maintenance Supervisor
7. Senior Landscape Services Inspector
8. Landscape Services Inspector
9. Landscape Irrigation Technician

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. GENERAL PROVISIONS - CONTRACTOR'S STAFF

A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.

C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.

D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements.

   Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. GENERAL PROVISIONS - EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

6. GENERAL PROVISIONS - COMPLAINTS

A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.

B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Exhibit A, Section 3, paragraph B.

C. In addition to the provisions of Section 6., paragraph A. in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. GENERAL PROVISIONS - SAFETY

A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2010 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Exhibit A Section 3, paragraph B., above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Section 3, paragraph J of the Independent Contractor Agreement.

8. USE OF CHEMICALS

A. Before the beginning of the Contract period, the Contractor is required to submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS) of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.

B. Director shall be notified in writing of any changes or deviations from the list as referenced in Exhibit A, Section 8, Paragraph A. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.

D. Contractor shall report all fertilizers and pesticides used in the performance of the work as an element of Contractor's Monthly Report, as set forth in Exhibit A, Section 3, paragraph B. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City and the Community Services District of the City of Moreno Valley (CSD). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City or CSD and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the CSD that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.

B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars ($25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Drive, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL SPECIFICATION PROVISIONS

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed per the Frequency of Service table, as set forth in Exhibit E. Should weather and/or site conditions preclude the normally scheduled frequency of this service during any month, or portion thereof, the maintenance schedule shall be modified at the discretion and approval of the Director.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall

be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Specification Provisions - Fertilization, Section 18.

13. Pest control: See Technical Specification Provisions - Pesticide Use, Section 19.

14. Aeration:

    (a) All turf areas shall be aerated at the frequency as set forth per the frequency of service table, in Exhibit E, unless otherwise directed by the Director;

    (b) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

    (c) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

    (d) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

    (e) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Specification Provisions – Fertilization, Section 18.

15. Renovation/thatching and additional aeration operations are to be considered Additional Work, per Exhibit C., Section 2.

16. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Trees shall be pruned at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Portions of trees up to eighteen feet (18') in height shall:

   (a) Be pruned to enable successful adaptation to their particular site situation;

   (b) Have no more than one-third (1/3) of living branches removed annually;

   (c) Be fertilized only as directed by District field staff.

6. Portions of trees over eighteen feet (18') in height shall:

   (a) Be inspected annually;

   (b) Pruned and/or trimmed as necessary to maintain proper site orientation;

   (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

   (d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall not be allowed:

   (a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

   (c) Use of pruning paint/pruning compound/wound dressing;

   (d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Specification Provisions – Pesticide Use, Section 19.

13. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Shrubs shall be pruned and/or trimmed per the frequency of service table, as set forth in Exhibit E, unless otherwise directed by the Director, in order to:

(a) Remove dead, diseased, or damaged branches;

(b) Remove unwanted encroachments into public and/or utility rights-of-way;

(c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned in a manner that will:

(a) Enable successful adaptation to their particular site situation;

(b) Follow the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

6. Pruning tools must:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices are not allowed:

(a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") <u>will be done only when authorized by the Director on a site-specific basis</u>.

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

(c) Use of pruning paint/pruning compound/wound dressing.

8. Fertilization: See <u>Technical Specification Provisions - Fertilization</u>, Section 18.

9. Pest control: See <u>Technical Specification Provisions –Pesticide Use</u>, Section 19.

10. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Technical Specification Provisions, ground covers

are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed per the frequency of service table, as set forth in Exhibit E , unless otherwise directed by the Director in order to:

   (a) Remove dead, diseased, or damaged branches/crowns;

   (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

   (c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

   (a) To enable successful adaptation to their particular site situation;

   (b) In accordance with accepted practices for the particular species in question;

5. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Specification Provisions - Fertilization, Section 18.

8. Pest control: See Technical Specification Provisions –Pesticide Use, Section 19.

9. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

E. WEED CONTROL

1. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as

weeds.

2. Weed control shall be addressed per the frequency of service table, as set forth in Exhibit E, unless otherwise directed by the Director.

3. Chemical weed control: See Technical Specification Provisions – Pesticide Use, Section 19.

4. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.

5. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

6. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. Said maintenance shall include, but not be limited to: visual and operational inspections; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

3. For the purposes of this section, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

   (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage;

   (b) Be turned off during periods of rainfall, or as directed by District field staff;

   (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

   (a) Be operated only when Contractor's personnel are present on site;

   (b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;

   (c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. Debris/litter control shall be provided per the frequency of service table, as set forth in Exhibit E, unless otherwise stated herein this Section and/or as directed by the Director.

2. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

3. Contractor shall remove from both planted areas and adjacent hardscapes/walkways the following items, which include but are not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by the Contractor before the close of business the working day following notification of this condition.

4. All hardscape areas that include, but are not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

5. The Contractor shall dispose of all debris and litter, as described herein

Exhibit A, Section 17, letter G, paragraphs 1 and 2 above, off-site, and in a legal manner.

6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices such as, televisions, computers and computer monitors; firearms, ammunition or other appliances. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

7. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in the performance of contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in the course of the performing the contract's Scope of Work services at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4

18. TECHNICAL SPECIFICATION PROVISIONS - FERTILIZER

A. TURF FERTILIZATION

1. Fertilizer shall be applied to turf areas in accordance with Table I, below. The frequency of service for turf fertilization is also referenced in Exhibit E, Section V., Frequency of Service Table. At the discretion and request of the Director, additional applications at the pricing terms as listed in the additional work section of Schedule II may be provided. Failure to adhere to this Specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs
OCT	1	22-5-5*	1.25	5.7 lbs

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See the following section on fertilizers.

**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See the following sections, below, regarding fertilizers.

2. Humus base fertilizers to be applied by drop spreader only.

3. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

6. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. Fertilizer shall be applied to all shrubs and ground covers in accordance with Table II below as noted. The frequency of service for shrub and ground

cover fertilization is also referenced in Exhibit E, Section V. At the discretion and request of the Director, additional applications at the pricing terms as listed in the additional work section of Schedule II may be provided. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All fertilizers are to be of indicated analysis or better

TABLE II

			Rates per 1,000 sq. ft.	
Month**	Number of Apps	Type of Fertilizer	Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

**Service areas on Level 3 (12 Week) service rotation receive shrub and ground cover fertilization one time (1) per year in April.

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification is required to Director five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces

before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

19. TECHNICAL SPECIFICATION PROVISIONS – PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.

3. All pesticide applications shall be applied as directed by the Director.

4. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

5. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Exhibit A., Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Exhibit A, Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Disposal of empty pesticide containers, if made in the County of Riverside,

shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. For pesticide application reporting specifications, see Exhibit A., Section 3 – Functions and Responsibilities and Exhibit A., Section 8. – Use of Chemicals.

3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed in accordance with the Frequency of Service Table as provided in Exhibit E, Section V., or as determined by the Director.

   (b) Appropriate chemical control must be used on the following weeds.

   Bermuda Grass
   Kikuyu Grass
   Nutsedge
   Field Bindweed
   Spurge

   The aforementioned list is inclusive; other species may be added by the Director as necessary.

   (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C.,

Section 4.

2. Snail Control

(a) Snails shall be controlled on a regular basis on the following plant species:

Agapanthus africanus
Aptenia sp.
Gazania sp.
Hemerocallis sp.

(b) Snails shall be controlled on an as needed basis on all other plant material.

(c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

(a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(b) The Director may require all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(c) The Director may require all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(d) The Director may require all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

(a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Insect and Disease Control

(a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

20. PROJECT LOCATION MAPS

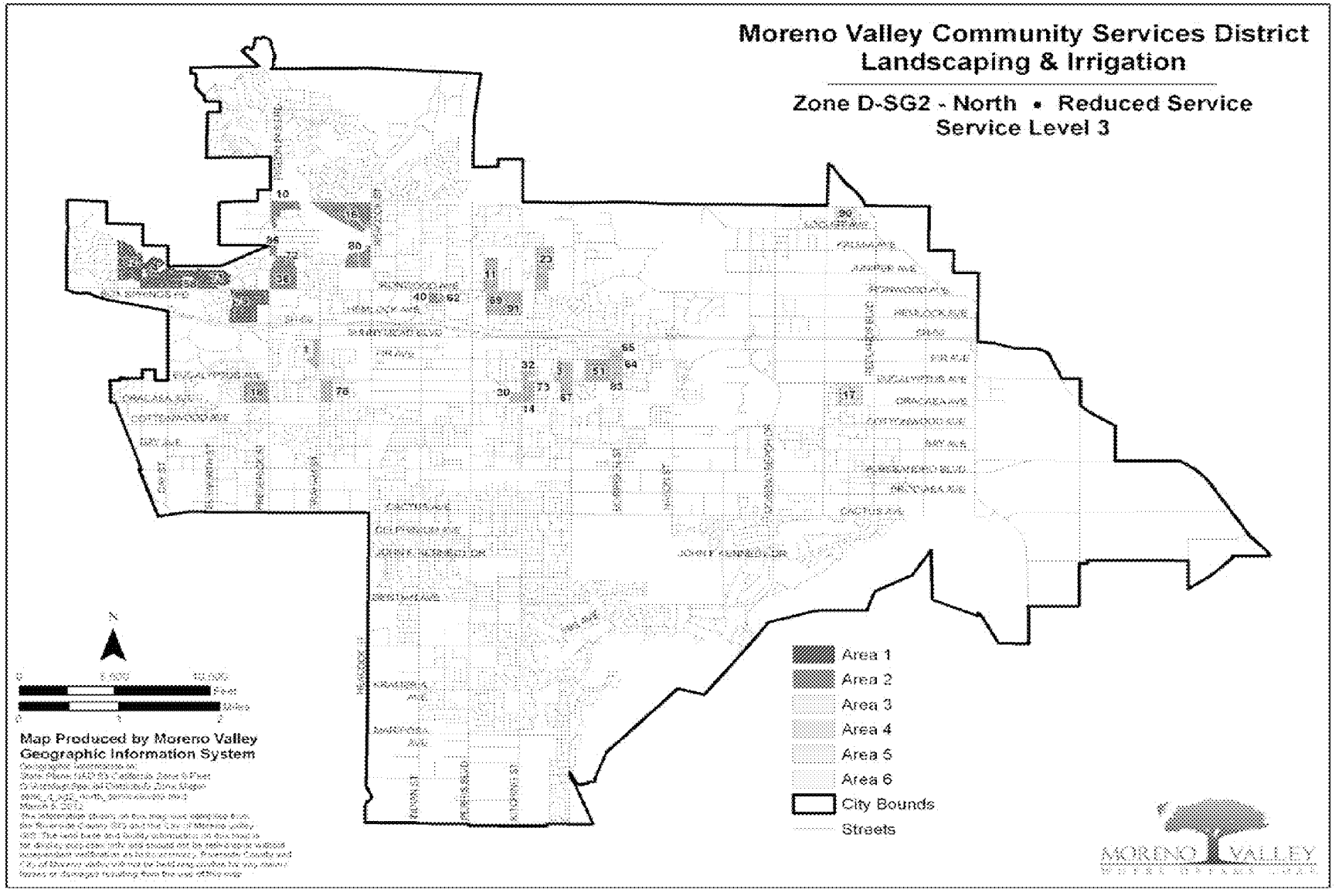

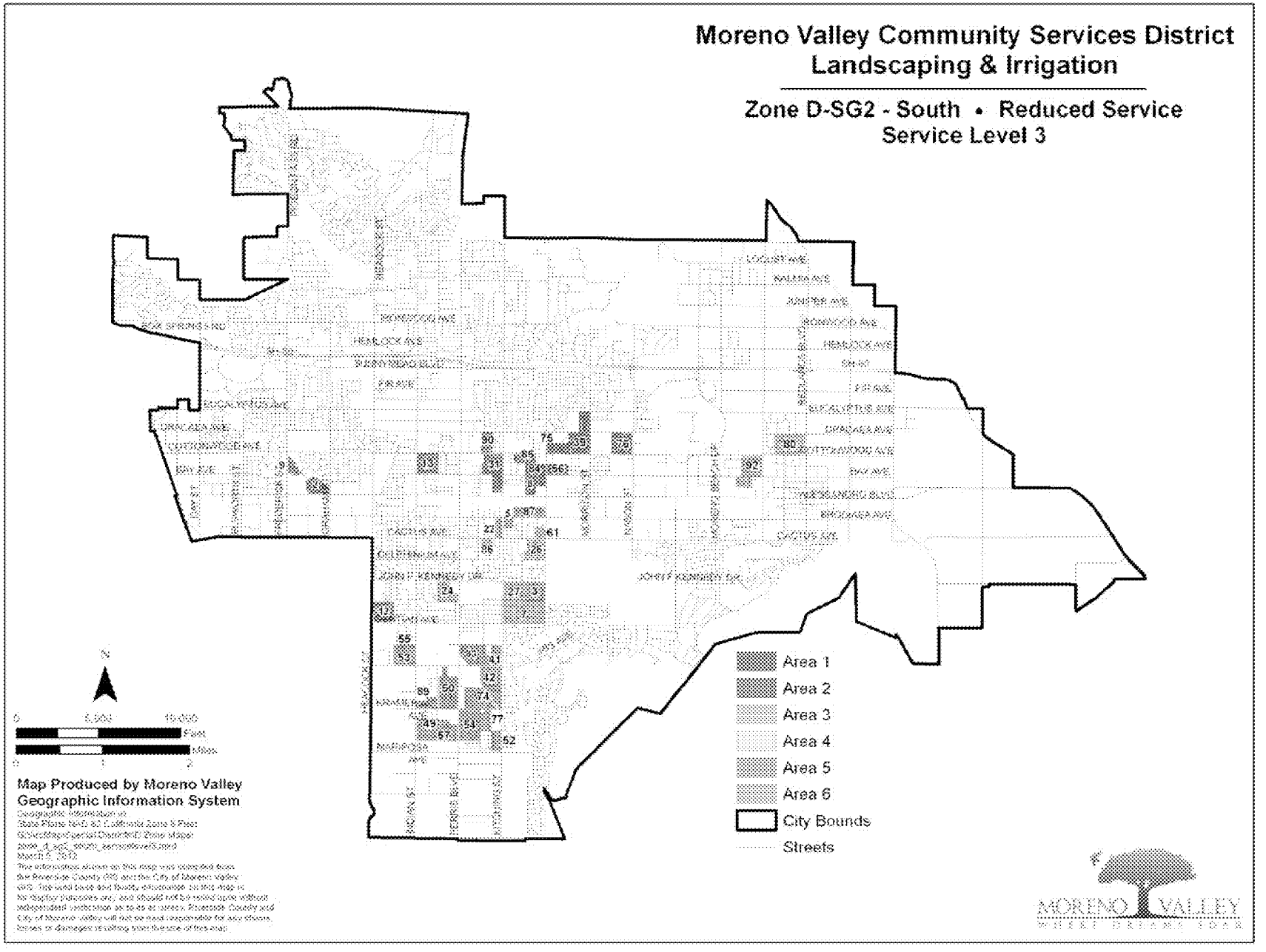
Moreno Valley Community Services District
Landscaping & Irrigation
Zone D-SG2 - South • Reduced Service
Service Level 3
Area 1
Area 2
Area 3
Area 4
Area 5
Area 6
City Bounds
Streets
Map Produced by Moreno Valley
Geographic Information System
MORENO VALLEY

EXHIBIT B: District Responsibilities

RFP NO. DSG-2/12-13
PROJECT NO. DSG-2/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACT SUPERVISION

A. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of the same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.

B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C: Payment Terms

RFP NO. DSG-2/12-13
PROJECT NO. E-3/11- 12

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACTOR'S COMPENSATION

A. Th e Contractor will be paid monthly per site based upon successful performance of the maintenance services provided in accordance with an approved service schedule for each area/site and in compliance with the terms and provisions of this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports for the: 1) maintenance performed, 2) Greenwaste, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month, and 5) a detailed invoice for services in accordance with the Contract price for the work performed, which shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org.

Accounts Payable questions can be directed to 951.413.3073.

Copies of invoices and reports will be submitted to the Special Districts Division of the Public Works Department at specialdistricts@moval.org. Calls may also be directed to the Special Districts Division at 951.413.3480.

B. Th e Contractor will obtain and keep current during the term of this Contract, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at http://www.moval.org/do_biz/biz-license.shtml.

C. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of twelve thousand, nine hundred and eighty-two dollars and 00/100 ($12,982.00) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed One hundred and fifty-five thousand, seven hundred and eighty-four dollars and 00/100 ($155,784.00), except as provided for in Section 2 below.

D. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the

completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall_forms.shtml#bf.

E. The minimum information required on all invoices includes:

1. Vendor Name, Mailing Address and Phone Number
2. Invoice Date
3. Vendor Invoice Number
4. City – provided Reference Number (Project No. and Title)
5. Detailed work hours by class title (e.g. Manager, Technician or Specialist), services performed, and rates, explicit portion of a contract amount or detailed billing information is sufficient to justify the invoice amount: single or lump sum amounts without detail are not acceptable.

F. The City shall pay the Contractor for all invoiced and authorized maintenance services within thirty (30) days of receipt of invoice for the same.

G. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2, paragraph C. herein this Exhibit, in addition to the work set forth in Exhibit A, General Provisions - Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Schedule II, Sections B & C or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth herein Exhibit C, Section 2, paragraph B., below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after

receiving a verbal authorization, the Contractor must submit a written estimate to the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in Exhibit E, Schedule II, shall be prorated from the day the Contractor commences work on the additional areas.

D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Schedule II, Section B and C. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).

E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of $10,100.00 for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

A. Work required in the General or Technical Specification Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General and/or Technical Specification Provisions; submit notifications or reports required by the Contract, for General or Technical Specifications Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General or Technical Specification Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of

$100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, telephone, facsimile transmission or in writing.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the District to allow for explanations.

EXHIBIT D: Term of Contract

RFP NO. DSG-2/12-13
PROJECT NO. DSG-2/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

1. TERM OF CONTRACT

A. Following approval by both parties, the Contract will commence on July 1, 2012, and shall terminate (12) months thereafter on June 30, 2013.

B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.

C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.

E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

RFP NO. DSG-2/12-13
PROJECT NO. DSG-2/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

RFP NO. DSG-2/12-13
PROJECT NO. DSG-2/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

I: SCHEDULE I – VENDOR INFORMATION

A. COMPANY NAME: Mariposa Landscapes, Inc.

TYPE
- Sole proprietor _____
- Partnership _____
- Corporation X

B. COMPANY ADDRESS (STREET) 15529 Arrow Highway

(CITY, STATE, ZIP) Irwindale, CA 91706

C. COMPANY ADDRESS (MAILING) 15529 Arrow Highway

(CITY, STATE, ZIP) Irwindale, CA 91706

D. BUSINESS PHONE NUMBER(with area code) 626-960-0196

E. SATELLITE OFFICE ADDRESS (if applicable):

11093 Almond Ave
Fontana, CA 92337

F. SATELLITE OFFICE PHONE NUMBER 909-429-2546

G. CONTRACTOR'S LICENSING INFORMATION:

1. LICENSE NUMBER/CLASSIFICATION/NAME STYLE:
592268/ C-27, A, C61/D49
2. NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 22 yrs
3. LICENSE EXPIRATION DATE: 4/30/14
4. CURRENT LICENSE STATUS: Active

5. PRIOR ACTIONS AGAINST THIS LICENSE? Yes / No
6. IF YES, LIST CITATION TYPE AND HOW RESOLVED: _____

H. .COMPANY'S FEDERAL IDENTIFICATION NO.: 95-4245898

I. NAME AND TITLE(s) OF COMPANY OFFICERS:

Terry Noriega	President
Antonio Valenzuela	Secretary

J. NUMBER OF YEARS COMP ANY HAS PERFORM ED LANDSCAPE MAINTENANCE SERVICES: 32 years

K. NUMBER OF YEARS COMP ANY HAS PERFORM ED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 32 years

L. CURRENT LANDSCAPE MAINTENANCE OPERATIONS

THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED IN ANSWER TO THIS QUESTION (QUESTION L.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

TOTAL NUMBER OF LANDSCAPE MAINTENANCE CONTRACTS: 70

PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 65%

TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: $15,000,000.00

1. NUMBER OF EMPLOYEES COMMITTE D TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS: 11	AVERAGE WAGE SCALE: $65.00 /hr *
TECHNICIANS: 55	AVERAGE WAGE SCALE: $ 45.00 /Hr.*
FOREMEN: 77	AVERAGE WAGE SCALE: $35.00 /Hr.*
LABORERS: 157	AVERAGE WAGE SCALE: $30.00 /Hr.*

*Use the f ully burdened rate (i. e., taxes, insurance, benefits, OH &P) - T his is a prevailing wage project.

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

A. MOTOR VEHICLES
- TYPE: Dump Truck NUMBER: 4

- TYPE: Pick-Up Truck NUMBER: 53
- TYPE: Stake NUMBER: 53
- TYPE: Sweeper NUMBER: 1

Large Water Truck 1

B POWER EQUIPMENT

- TYPE: Mowers NUMBER: 78
- TYPE: Weedeaters NUMBER: 118
- TYPE: Blowers NUMBER: 101
- TYPE: Edgers NUMBER: 47

Hedgetrimmers 105
Reels 4
Trailers 47
Roll-off Bins 18

II: REFERENCES

Attach Responses to this question on additional sheets – One sheet per reference

A. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.

B. REFERENCE RESPONSES MUST INCLUDE:

1. NAME AND ADDRESS OF AGENCY;
2. NAME AND TEL EPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
3. CONTRACT NAME(S) / NUMBER(S);
4. ANNUAL CONTRACT AMOUNT(S);
5. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
6. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
6. LENGTH OF CONTRACT(S).

C. **THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:**

1. How many (number) of contracts and years under contract?
2. What are/were the Scope of the contract(s), acreage amounts, location(s)?
3. What are/were the Contract amount(s)?
4. Do/did they have adequate (quantity/quality) staffing?
5. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
6. Does staff have the ability to comprehend/speak English?
7. How are/were the appearance, uniforms, and use of safety equipment?
8. Do/did they have availability of additional personnel for extra work/special projects?
9. Is/was the equipment used in good working order?
10. Do/did they have an effective in-company communications system?
11. How is/was the knowledge of and the project/contract standards?
12. Do/did they have the ability to respond to complaints/requests in a timely fashion?

II: REFERENCES

Name:	**City of Baldwin Park**
Address:	13135 E. Garvey Ave Baldwin Park, CA 91706
Contact:	Mike Salas Acting Field Supervisor
Phone:	626-224-0100
Contract Name:	Landscape Maintenance for the City of Baldwin Park
Contract Amount:	$90,000.00/year
Acreage:	18 Acres throughout the city
Locations:	Various Locations
Length of Contract:	1999 – Current

15529 ARROW HIGHWAY, IRWINDALE, CA 91706
CA. LANDSCAPE CONTRACTORS LICENSE NO. 592268
TEL. 626 • 960 • 0196 FAX 626 • 960 • 8477

Name:	**City of Rancho Cucamonga**
Address:	9153 9th Street
	Rancho Cucamonga, CA 91730
Contact:	Steve Relph
	Supervisor
Phone:	909-677-6251
Contract Name:	Landscape Maintenance for the City of Rancho Cucamonga
Contract Amount:	$1,164,213.00/year
Acreage:	68 Acres
Locations:	Various Locations
Length of Contract:	1989-Current

Name:	**City of Long Beach**
Address:	333 W. Ocean Blvd Long Beach, CA 90802
Contact:	Theresa Maceyka Maintenance Operations Supervisors
Phone:	562-570-4879
Contract Name:	Landscape Maintenance for the City of Long Beach
Contract Amount:	$639,152.00/year
Acreage:	262 Acres throughout the city
Locations:	Various Locations throughout the city
Length of Contract:	2009-Current

13. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
14. How accurate & timely is/was billing/invoicing?
15. Have Contract(s) been successfully completed to term?
16. Would you accept future proposals/bids from this company?

III: PROPOSED FACILITIES, EQUIPMENT & STAFFING SCHEDULE

A. **Facilities** – List the facility(ies) locatio n and/or address where work crews a nd equipment will be dis patched. Use additional sheets as necessary to provide a full and comprehensive response.

Mariposa Landscapes, Inc.
11093 Almond Ave
Fontana, CA 92337

B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement , General Provisions, and Technical Specification Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sh eets as necessary to provide a full and comprehensive response.

1. **Equipment:**

walk behind aerators (S)
backpack blowers (S)
various hand tools (S)

2. **Motor Vehicles:**

3/4 ton full size pickup (S)
3/4 ton full size ext. cab pickup (S)
3/4 ton full size irrigation truck (S)
Utility trailer (S)

3. **Turf Maintenance Power Equipment/Tools:**

50" bagger ride-on mower (S)
21" bagger walk behind mower (S)
walk behind edger (S)
Weedeater (S

4. **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**
(List both powered and hand equipment/tools)

Hedgetrimmer
Stick hedgetrimmer
Pole saw
hand pruners
lopers
rakes
burlaps

5. **Irrigation System Maintenance Equipment:**
(List both powered and hand equipment/tools)

Shovels (Various)
Picks
Pipe cutter
Pipe wrenches (various)
Screw drivers (various)
volt meter
wire tracer
hand held remote
pliers

6. **Fertilizer Application Equipment:**
(List both powered and hand equipment/tools)

walk behind broadcast spreader
hand held broadcast spreader

7. **Pesticide Application Equipment:**
(List both powered and hand equipment/tools)

backpack sprayer

C. **Staff**: - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Technical Specification Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**
(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)
Luis Valenzuela, Maintenance Division Manager - CLT, QAC, Arborist (also refer to attached resume)
Jaime Garcia, Maintenance Supervisor - QAC (also refer to attached resume)
Forman - To Be Assigned upon award of contract
Irrigator - To Be Assigned upon award of contract
Laborer 1 - To Be Assigned upon award of contract
Laborer 2 - To Be Assigned upon award of contract
(Subject to change or modify)

2. **Tree Trimming/Maintenance:**
(List any ISA or equivalent certified personnel)
Tasks to be performed by Assigned Routine Crew

3. **Irrigation System Maintenance:**
(List technical personnel – include any relevant education, certification, licensing information for each person listed)
Irrigator to be assigned upon award of contract.

4. **Pesticide Application:**
(List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.)
Tasks to be performed by Assigned Routine Crew

Resumes

Mariposa has experienced dedicated professionals who make up the management and supervisory team. The combination of qualified, dedicated management and well- trained workers enables us to provide quality services in landscape installation, maintenance and tree care. The following list reflects the qualifications of our management and supervisory staff.

Management

Terry Noriega - President

- 32 years experience in landscape installation and maintenance
- B.S. in Ornamental Horticulture: California State Polytechnic University, Pomona
- California Contractors License:
  - C-27 –Landscaping
  - A –Engineering
  - C61/D49 –Tree Trimming
- Pest Control Advisor::
  - Insects, Mites and Other Invertebrates
  - Plant Pathogens
  - Nematodes
  - Vertebrate Pests
  - Weed Control
  - Plant Growth Regulators
- Qualified Applicator License:
  - Categories A, B, C, D, E, F, H
- Certified Landscape Technician:
  - Ornamental Maintenance
  - Turf Maintenance
- Certified Arborist: International Society of Arboriculture:
  - #WE-1182A
- Certified Consulting Arborist (candidate): American Society of Consulting Arborists
- Certified Playground Safety Inspector
- Arizona Contractors License:
  - ROC178088 K-21
- Arizona, Qualifying Party License:
  - #8263
- Arizona Pest Control Business License:
  - #8246

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Antonio Valenzuela – Vice President of Operations

- 23 years experience in landscape maintenance, and irrigation troubleshooting
- Qualified Applicator Certificate:
  - Category B, C, F
- Certified Landscape Technician:
  - Ornamental Maintenance
  - Turf Maintenance
- Backflow Certification in Los Angeles County
- Landscape Water Auditor: Cal Poly SLO
- Certified Landscape Professional
- Certified Playground Safety Inspector

Theresa Lu - Controller

- 25 years experience in Accounting and Business Administration
- B.S. in Accounting from Metropolitan State College, Denver
- Licensed Property & Casualty Insurance Broker

Landscape Maintenance

Jaime Garcia – Landscape Maintenance Supervisor

- 18 years experience in the landscape industry
- Qualified Applicator License:
  - Category B, C
- Certified Landscape Technician:
  - Irrigation

Luis Valenzuela – Landscape Maintenance Regional Manager, Southern California

- 21 years experience in landscape and construction operations
- Qualified Applicator Certificate:
  - Category B
- Certified Landscape Technician:
  - Irrigation
- Certified Arborist: International Society of Arboriculture:
  - # WE-8713A
- Certification – Effective Business Leadership & Development – PDC/GCC

Estimating

Joshua Cho – Estimator

- 25 years experience in landscape maintenance, construction and design
- B.S. in Landscape Architecture, Cal Poly Pomona
- Landscape Designer

**Note: Additional Information Available Upon Request

IV: PROPOSED PROJECT WORK SCHEDULES

Pages 58-59 contain blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed scheduled for performing the services as describe in Exhibit A. For those services listed under the Technical Specification Provisions found in Exhibit A, Section 17, and Sections 18 A (Turf Fertilization) and 18 B (Shrub & Ground Cover Fertilization) refer to the FREQUENCY OF SERVICE TABLE located in Exhibit E, Section V., Use additional sheets as necessary to provide a full and comprehensive response on each of the schedule sheets.

If selected, the awarded Contractor will provide the CSD, within 30 days after contract execution, a mapped work schedule for ZONE D. Sample mapped work schedules have been provided for reference.

A. MONTHLY SCHEDULE SHEET

1. List all tasks specified to be performed on a weekly or monthly basis for the ZONE D areas in the box corresponding to the day of the week/month the work is proposed to be performed.

2. Be sure to include administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

B. ANNUAL SCHEDULE SHEET

1. List all tasks specified to be performed for the ZONE D areas at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which the work is proposed to be performed.

2. Be sure to include any administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

ZONE D MONTHLY SCHEDULE SHEET

SERVICE SCHEDULE LEVEL 3
PROPOSED PROJECT WORK SCHEDULES

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 Litter control Mow/edge/detail Blow/clean up Irrig. inspect/adjust Weed control (partial)	Litter control Weed control Blow/clean up Irrig. inspect/adjust Trim trees/vines/ shrubs/gc (partial) Weed control (partial)	Litter control Irrig. inspect/adjust Trim trees/vines/shrubs/ gc (partial)	Litter control Blow/clean up Trim trees/vines/ shrubs/gc (partial) Weed control (partial) Pest control (partial)	NO WORK
WEEK #2 Irrig. inspect/adjust	Irrig. inspect/adjust	Irrig. inspect/adjust	NO WORK	Same as above
WEEK #3 Mow/edge/detail Blow/clean up	Irrig. inspect/adjust	Irrig. inspect/adjust	NO WORK	NO WORK
WEEK #4 Irrig. inspect/adjust	Irrig. inspect/adjust	Irrig. inspect/adjust	NO WORK	Same as above

ZONE D ANNUAL SCHEDULE SHEET

SERVICE SCHEDULE LEVEL 3
PROPOSED PROJECT WORK SCHEDULES

JANUARY Routine Maint. Weed control	**FEBRUARY** Routine Maint. Fertilize turf w/ 22-0-6 + preemergent Shrub, GC care/trim	**MARCH** Routine Maint.
APRIL Routine Maint. Aerate Fertilize shrubs & GC w/ 23-5-10	**MAY** Routine Maint. Shrub, GC care/trim Weed control	**JUNE** Routine Maint. Fertilize turf w/ 22-5-5
JULY Routine Maint.	**AUGUST** Routine Maint. Shrub, GC care/trim Weed control	**SEPTEMBER** Routine Maint.
OCTOBER Routine Maint. Fertilize turf w/ 22-5-5	**NOVEMBER** Routine Maint. Shrub, GC care/trim Weed control	**DECEMBER** Routine Maint.

I: FREQUENCY OF SERVICE TABLE

Service Type	Service Schedule Level 1 (4 Week)	Service Schedule Level 2 (8 Week)	Service Schedule Level 3 (12 Week)
17.A. Turf Care			
Mow/edge/trim	Weekly	Every other week	Every other week
Aeration	Bi-annually (Spring & Fall)	Bi-annually (Spring & Fall)	Annually (Spring)
17.C. Shrub Care			
Prune/trim	Monthly	6x's per year	4x's per year
17.D. Ground Cover			
Prune/trim	Monthly	6x's per year	4x's per year
17.E. Weed Control			
Weed control	Monthly	6x's per year	4x's per year
17.G. Debris/Litter			
Debris/Litter removal	Weekly	Every other week	Monthly
18.A. Turf Fertilization	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)
18.B. Shrub/Ground Cover Fertilization	2x's per year (April & Sept.)	2x's per year (April & Sept.)	1x per year (April)
19. C. 1. (a) Ground covers, shrubs & trees - Pesticide usage criteria	2x's per year (Spring & Fall)*	2x's per year (Spring & Fall)*	2x's per year (Spring & Fall)*

* specification of month to be approved by Director in advance of application

VI: ZONE D – SAMPLE SERVICE SCHEDULES

A ZONE D – 4 WEEK ROTATION Sample based on Service Schedule Level 1 Frequency

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 South	2	15387	9,049	1	
DSG2 South	9	19957	6,810	1	
DSG2 South	13	20032	14,076	1	
DSG2 South	31	19509	18,328	1	
DSG2 South	85	16770	5,830	1	
DSG2 South	90	32018	11,306	1	
DSG2 South	39	19852	28,800	1	
DSG2 South	75	27526	16,373	1	
DSG2 South	76	30027	45,833	1	
DSG2 South	8	19518/18372	12,634	1	Grass
DSG2 South	84	13585	6,600	1	
DSG2 South	56	20941	9,600	1	Grass
DSG2 South	80	31269-1	43,723	1	
DSG2 South	92	31284	28,321	1	
DSG2 South	5	17387	4,384	1	
DSG2 South	22	19143	4,864	1	
DSG2 South	61	21616	23,528	1	
DSG2 South	87	17867	13,778	1	
DSG2 South	3	12773	13,806	1	
DSG2 South	7	19685	62,530	2	
DSG2 South	24	19210	9,270	2	
DSG2 South	26	19363	13,320	2	
DSG2 South	27	19434	13,242	2	
DSG2 South	86	17457	3,444	2	
DSG2 South	41	19912	11,750	2	Grass
DSG2 South	12	20552	19,458	2	Grass
DSG2 South	50	20404	36,138	2	
DSG2 South	53	20718	23,004	2	
DSG2 South	55	20869	2,100	2	
DSG2 South	83	15433	24,161	2	
DSG2 South	89	22889	16,438	2	
DSG2 South	42	19937	20,890	2	
DSG2 South	49	20301	7,200	2	Grass
DSG2 South	52	20660	11,912	2	Grass
DSG2 South	54	20859	33,630	2	Grass
DSG2 South	57	21113	12,200	2	
DSG2 South	74	20715	51,250	2	Grass
DSG2 South	77	29038	6,243	2	

DSG 2 South

Jul-12	Nov-12	Mar-13
07/04/2012 Mow/Litter	11/07/2012 Area 1/Mow/Litter	03/06/2013 Area 1/Mow/Litter
07/11/2012 Area 1/Mow/Litter	11/14/2012 Mow/Litter	03/13/2013 Mow/Litter
07/18/2012 Mow/Litter	11/21/2012 Area 2/Mow/Litter	03/20/2013 Area 2/Mow/Litter
07/25/2012 Area 2/Mow/Litter	11/28/2012 Mow/Litter	03/27/2013 Mow/Litter
Aug-12	**Dec-12**	**Apr-12**
08/01/2012 Mow/Litter	12/05/2012 Area 1/Mow/Litter	04/03/2013 Area 1/Mow/Litter
08/08/2012 Area 1/Mow/Litter	12/12/2012 Mow/Litter	04/10/2013 Mow/Litter
08/15/2012 Mow/Litter	12/19/2012 Area 2/Mow/Litter	04/17/2013 Area 2/Mow/Litter
08/22/2012 Area 2/Mow/Litter	12/26/2012 Mow/Litter	04/24/2013 Mow/Litter
08/29/2012 Mow/Litter		
Sep-12	**Jan-13**	**May-13**
09/05/2012 Area 1/Mow/Litter	01/02/2013 Area 1/Mow/Litter	05/01/2013 Area 1/Mow/Litter
09/12/2012 Mow/Litter	01/09/2013 Mow/Litter	05/08/2013 Mow
09/19/2012 Area 2/Mow/Litter	01/16/2013 Area 2/Mow/Litter	05/15/2013 Area 2/Mow/Litter
09/26/2012 Mow/Litter	01/23/2013 Mow/Litter	05/22/2013 Mow/Litter
	01/30/2013 Mow/Litter	05/29/2013 Mow/Litter
Oct-12	**Feb-13**	**Jun-13**
10/03/2012 Area 1/Mow/Litter	02/06/2013 Area 1/Mow/Litter	06/05/2013 Area 1/Mow/Litter
10/10/2012 Mow/Litter	02/13/2013 Mow/Litter	06/12/2013 Mow/Litter
10/17/2012 Area 2/Mow/Litter	02/20/2013 Area 2/Mow/Litter	06/19/2013 Area 2/Mow/Litter
10/24/2012 Mow/Litter	02/27/2013 Mow/Litter	06/26/2013 Mow/Litter
10/31/2012 Mow/Litter		

updated 11/9/11

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 North	4	17176	21,097	1	
DSG2 North	58	21332	19,440	1	Grass
DSG2 North	71	21333	54,500	1	
DSG2 North	82	20272	51,216	1	Grass
DSG2 North	79	19080	20,291	1	
DSG2 North	10	20030	11,200	1	
DSG2 North	36	19551	36,364	1	
DSG2 North	72	22093	8,873	1	
DSG2 North	16	18512/21322	59,940	1	Grass
DSG2 North	86	31257	26,686	1	
DSG2 North	80	19032	9,132	1	
DSG2 North	1	11848	9,066	1	
DSG2 North	78	10191/18468	10,871	1	
DSG2 North	18	18930	38,849	1	Grass
DSG2 North	40	19682	8,805	1	Grass
DSG2 North	62	21737	3,920	1	Grass
DSG2 North	11	20072	23,550	2	
DSG2 North	23	19208	17,680	2	
DSG2 North	32	19799	17,652	2	
DSG2 North	69	28882	20,983	2	
DSG2 North	91	18784/20906	30,432	2	
DSG2 North	3	16768	16,281	2	
DSG2 North	14	17033	9,990	2	
DSG2 North	30	19500	3,636	2	
DSG2 North	73	22371	17,844	2	
DSG2 North	51	20525	16,500	2	
DSG2 North	67	23046	16,000	2	
DSG2 North	17	24721	6,882	2	
DSG2 North	83	31591	16,445	2	
DSG2 North	64	22276	11,690	2	Grass
DSG2 North	65	22277	20,485	2	
DSG2 North	90	17334	37,680	2	

DSG 2 North

Jul-12	Nov-12	Mar-13
	11/05/2012 Area 1/Mow/Litter	03/04/2013 Area 1/Mow/Litter
07/02/2012 Mow/Litter	11/12/2012 Mow/Litter	03/11/2013 Mow/Litter
07/09/2012 Area 1/Mow/Litter	11/19/2012 Area 2/Mow/Litter	03/18/2013 Area 2/Mow/Litter
07/16/2012 Mow/Litter	11/26/2012 Mow/Litter	03/25/2013 Mow/Litter
07/23/2012 Area 2/Mow/Litter		
07/30/2012 Mow/Litter		
Aug-12	**Dec-12**	**Apr-13**
08/06/2012 Area 1/Mow/Litter	12/03/2012 Area 1/Mow/Litter	04/01/2013 Area 1/Mow/Litter
08/13/2012 Mow/Litter	12/10/2012 Mow/Litter	04/08/2013 Mow/Litter
08/20/2012 Area 2/Mow/Litter	12/17/2012 Area 2/Mow/Litter	04/15/2013 Area 2/Mow/Litter
08/27/2012 Mow/Litter	12/24/2012 Mow/Litter	04/22/2013 Mow/Litter
	12/31/2012 Mow/Litter	04/29/2013 Mow/Litter
Sep-12	**Jan-13**	**May-13**
09/03/2012 Area 1/Mow/Litter	01/07/2013 Area 1/Mow/Litter	05/06/2013 Area 1/Mow/Litter
09/10/2012 Mow/Litter	01/14/2013 Mow/Litter	05/13/2013 Mow/Litter
09/17/2012 Area 2/Mow/Litter	01/21/2013 Area 2/Mow/Litter	05/20/2013 Area 2/Mow/Litter
09/24/2012 Mow/Litter	01/28/2013 Mow/Litter	05/27/2013 Mow/Litter
Oct-12	**Feb-13**	**Jun-13**
10/01/2012 Area 1/Mow/Litter	02/04/2013 Area 1/Mow/Litter	06/03/2013 Area 1/Mow/Litter
10/08/2012 Mow/Litter	02/11/2013 Mow/Litter	06/10/2013 Mow/Litter
10/15/2012 Area 2/Mow/Litter	02/18/2013 Area 2/Mow/Litter	06/17/2013 Area 2/Mow/Litter
10/22/2012 Mow/Litter	02/25/2013 Mow/Litter	06/24/2013 Mow/Litter
10/29/2012 Mow/Litter		

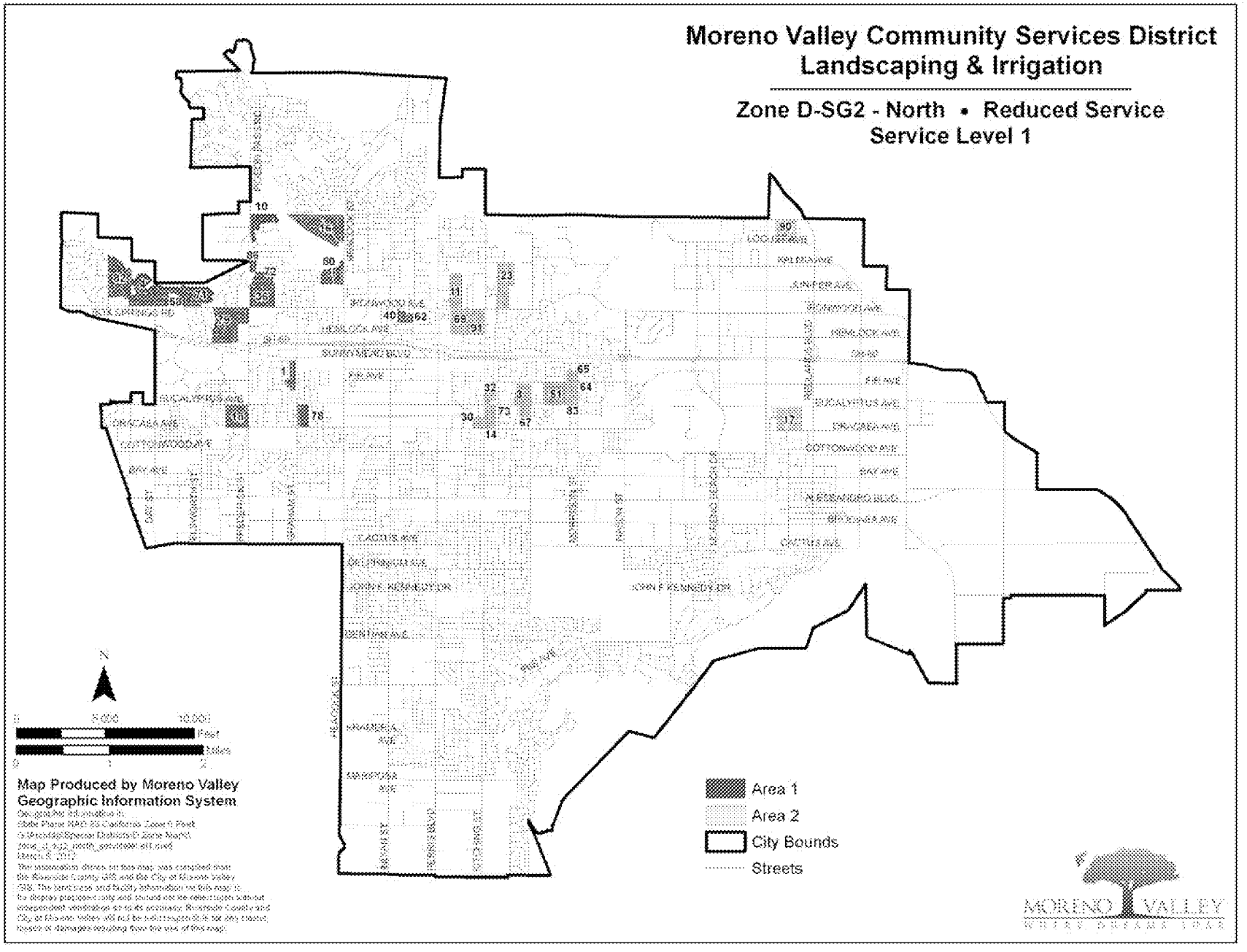
Moreno Valley Community Services District
Landscaping & Irrigation
Zone D-SG2 - North • Reduced Service
Service Level 1
Map Produced by Moreno Valley
Geographic Information System
Area 1
Area 2
City Bounds
Streets
MORENO VALLEY

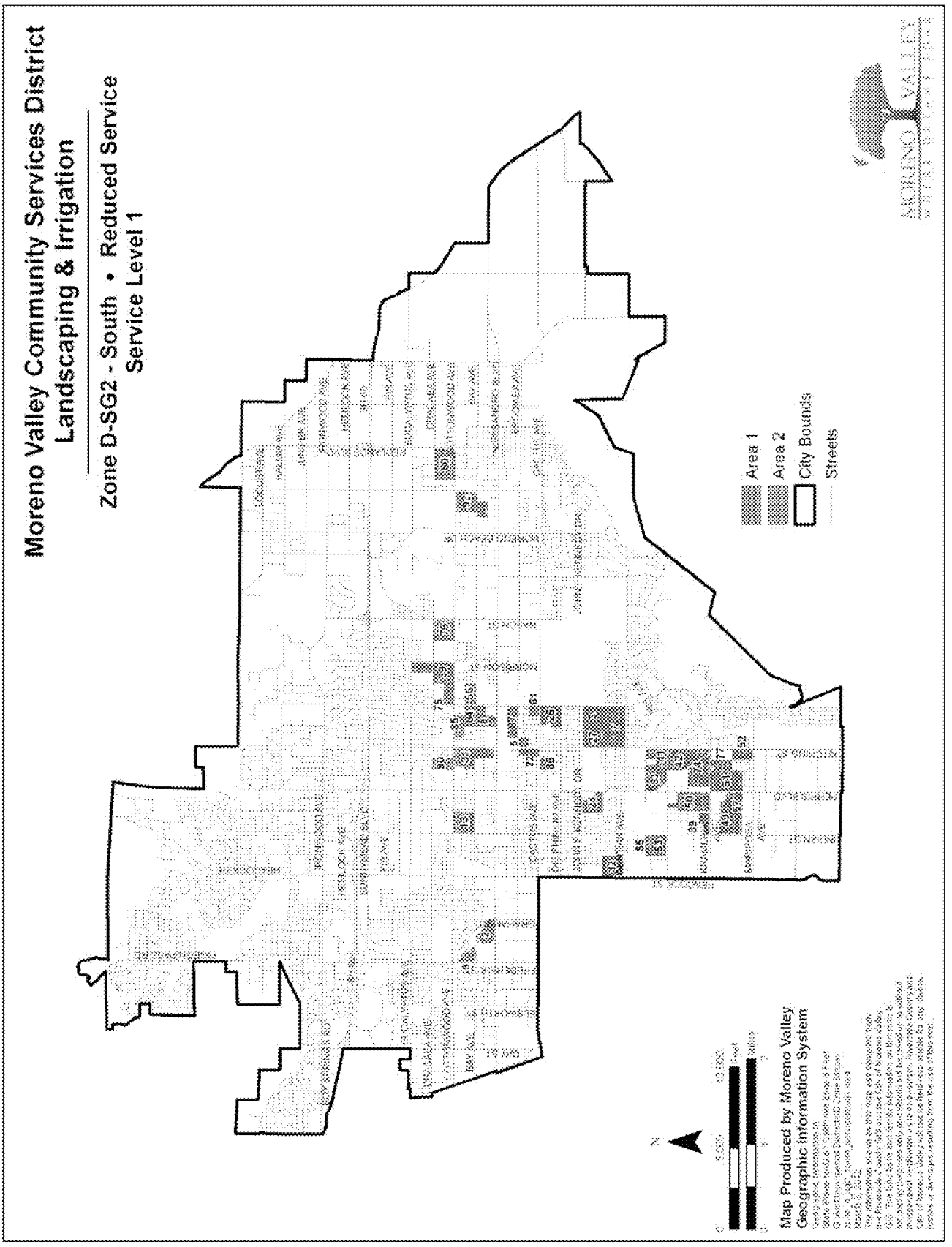
Moreno Valley Community Services District
Landscaping & Irrigation
Zone D-SG2 - South • Reduced Service
Service Level 1
Area 1
Area 2
City Bounds
Streets
Map Produced by Moreno Valley
Geographic Information System
MORENO VALLEY

B. ZONE D – 8 WEEK ROTATION Sample based on Service Schedule Level 2 Frequency

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 South	2	15387	9,049	1	
DSG2 South	9	19957	6,810	1	
DSG2 South	13	20032	14,076	1	
DSG2 South	31	19509	18,328	1	
DSG2 South	85	16770	5,830	1	
DSG2 South	90	32018	11,306	1	
DSG2 South	39	19852	28,800	1	
DSG2 South	75	27526	16,373	1	
DSG2 South	76	30027	45,833	1	
DSG2 South	8	19518/18372	12,634	2	Grass
DSG2 South	84	13585	6,600	2	
DSG2 South	56	20941	9,600	2	Grass
DSG2 South	80	31269-1	43,723	2	
DSG2 South	92	31284	28,321	2	
DSG2 South	5	17387	4,384	2	
DSG2 South	22	19143	4,864	2	
DSG2 South	61	21616	23,528	2	
DSG2 South	87	17867	13,778	2	
DSG2 South	3	12773	13,806	3	
DSG2 South	7	19685	62,530	3	
DSG2 South	24	19210	9,270	3	
DSG2 South	26	19363	13,320	3	
DSG2 South	27	19434	13,242	3	
DSG2 South	86	17457	3,444	3	
DSG2 South	41	19912	11,750	3	Grass
DSG2 South	12	20552	19,458	3	Grass
DSG2 South	50	20404	36,138	3	
DSG2 South	53	20718	23,004	3	
DSG2 South	55	20869	2,100	4	
DSG2 South	83	15433	24,161	4	
DSG2 South	89	22889	16,438	4	
DSG2 South	42	19937	20,890	4	
DSG2 South	49	20301	7,200	4	Grass
DSG2 South	52	20660	11,912	4	Grass
DSG2 South	54	20859	33,630	4	Grass
DSG2 South	57	21113	12,200	4	
DSG2 South	74	20715	51,250	4	Grass
DSG2 South	77	29038	6,243	4	

DSG 2 South

Jul-12	Nov-12	Mar-13
07/04/2012 Mow/Litter	11/07/2012 Mow/Litter	03/06/2013 Open
07/11/2012 Area 1	11/14/2012 Area 1	03/13/2013 Mow/Litter
07/18/2012 Mow/Litter	11/21/2012 Mow/Litter	03/20/2013 Area 1
07/25/2012 Area 2	11/28/2012 Area 2	03/27/2013 Mow
Aug-12	**Dec-12**	**Apr-12**
08/01/2012 Mow/Litter	12/05/2012 Mow/Litter	04/03/2013 Area 2
08/08/2012 Area 3	12/12/2012 Area 3	04/10/2013 Mow/Litter
08/15/2012 Mow/Litter	12/19/2012 Mow/Litter	04/17/2013 Area 3
08/22/2012 Area 4	12/26/2012 Area 4	04/24/2013 Mow/Litter
08/29/2012 Mow/Litter		
Sep-12	**Jan-13**	**May-13**
09/05/2012 Area 1	01/02/2013 Mow/Litter	05/01/2013 Area 4
09/12/2012 Mow/Litter	01/09/2013 Area 1	05/08/2013 Mow/Litter
09/19/2012 Area 2	01/16/2013 Mow/Litter	05/15/2013 Area 1
09/26/2012 Mow/Litter	01/23/2013 Area 2	05/22/2013 Mow/Litter
	01/30/2013 Mow	05/29/2013 Area 2
Oct-12	**Feb-13**	**Jun-13**
10/03/2012 Area 3	02/06/2013 Area 3	06/05/2013 Mow/Litter
10/10/2012 Mow/Litter	02/13/2013 Mow/Litter	06/12/2013 Area 3
10/17/2012 Area 4	02/20/2013 Area 4	06/19/2013 Mow/Litter
10/24/2012 Mow/Litter	02/27/2013 Mow/Litter	06/26/2013 Area 4
10/31/2012 Open		

updated 11/9/11

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 North	4	17176	21,097	1	
DSG2 North	58	21332	19,440	1	Grass
DSG2 North	71	21333	54,500	1	
DSG2 North	82	20272	51,216	1	Grass
DSG2 North	79	19080	20,291	1	
DSG2 North	10	20030	11,200	1	
DSG2 North	36	19551	36,364	1	
DSG2 North	72	22093	8,873	1	
DSG2 North	16	18512/21322	59,940	2	Grass
DSG2 North	86	31257	26,686	2	
DSG2 North	80	19032	9,132	2	
DSG2 North	1	11848	9,066	2	
DSG2 North	78	10191/18468	10,871	2	
DSG2 North	18	18930	38,849	2	Grass
DSG2 North	40	19682	8,805	2	Grass
DSG2 North	62	21737	3,920	2	Grass
DSG2 North	11	20072	23,550	3	
DSG2 North	23	19208	17,680	3	
DSG2 North	32	19799	17,652	3	
DSG2 North	69	28882	20,983	3	
DSG2 North	91	18784/20906	30,432	3	
DSG2 North	3	16768	16,281	3	
DSG2 North	14	17033	9,990	3	
DSG2 North	30	19500	3,636	3	
DSG2 North	73	22371	17,844	4	
DSG2 North	51	20525	16,500	4	
DSG2 North	67	23046	16,000	4	
DSG2 North	17	24721	6,882	4	
DSG2 North	83	31591	16,445	4	
DSG2 North	64	22276	11,690	4	Grass
DSG2 North	65	22277	20,485	4	
DSG2 North	90	17334	37,680	4	

DSG 2 North

Jul-12	Nov-12	Mar-13
	11/05/2012 Mow/Litter	03/04/2013 Open
07/02/2012 Mow/Litter	11/12/2012 Area 1	03/11/2013 Mow/Litter
07/09/2012 Area 1	11/19/2012 Mow/Litter	03/18/2013 Area 1
07/16/2012 Mow/Litter	11/26/2012 Area 2	03/25/2013 Mow/Litter
07/23/2012 Area 2		
07/30/2012 Mow/Litter		
Aug-12	**Dec-12**	**Apr-13**
08/06/2012 Area 3	12/03/2012 Mow/Litter	04/01/2013 Area 2
08/13/2012 Mow/Litter	12/10/2012 Area 3	04/08/2013 Mow/Litter
08/20/2012 Area 4	12/17/2012 Mow/Litter	04/15/2013 Area 3
08/27/2012 Mow/Litter	12/24/2012 Area 4	04/22/2013 Mow/Litter
	12/31/2012 Mow/Litter	04/29/2013 Area 4
Sep-12	**Jan-13**	**May-13**
09/03/2012 Area 1	01/07/2013 Area 1	05/06/2013 Mow/Litter
09/10/2012 Mow/Litter	01/14/2013 Mow/Litter	05/13/2013 Area 1
09/17/2012 Area 2	01/21/2013 Area 2	05/20/2013 Mow/Litter
09/24/2012 Mow/Litter	01/28/2013 Mow/Litter	05/27/2013 Area 2
Oct-12	**Feb-13**	**Jun-13**
10/01/2012 Area 3	02/04/2013 Area 3	06/03/2013 Mow/Litter
10/08/2012 Mow/Litter	02/11/2013 Mow/Litter	06/10/2013 Area 3
10/15/2012 Area 4	02/18/2013 Area 4	06/17/2013 Mow/Litter
10/22/2012 Mow/Litter	02/25/2013 Mow/Litter	06/24/2013 Area 4
10/29/2012 Open		

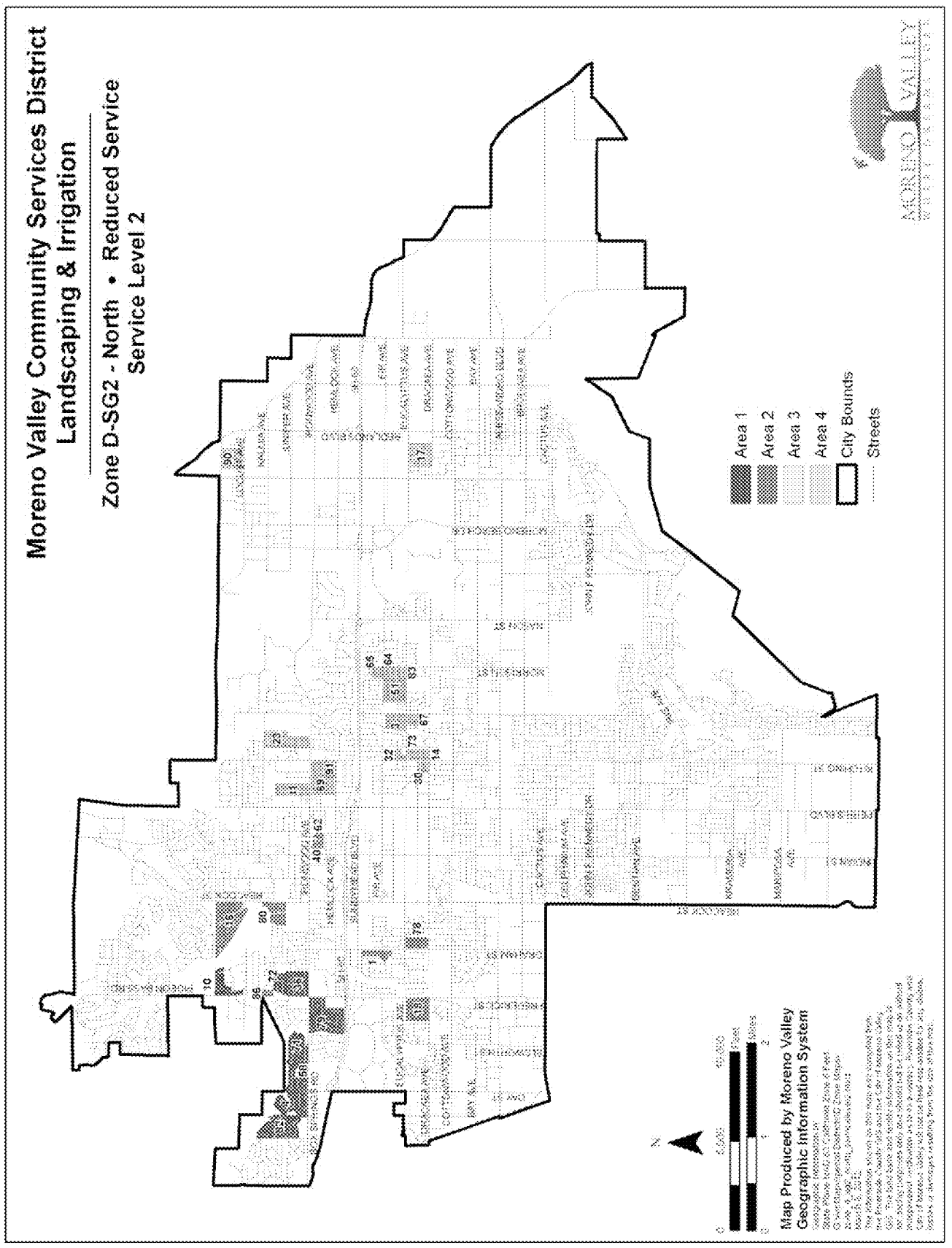
Moreno Valley Community Services District
Landscaping & Irrigation
Zone D-SG2 - North • Reduced Service
Service Level 2
Area 1
Area 2
Area 3
Area 4
City Bounds
Streets
Map Produced by Moreno Valley
Geographic Information System
MORENO VALLEY

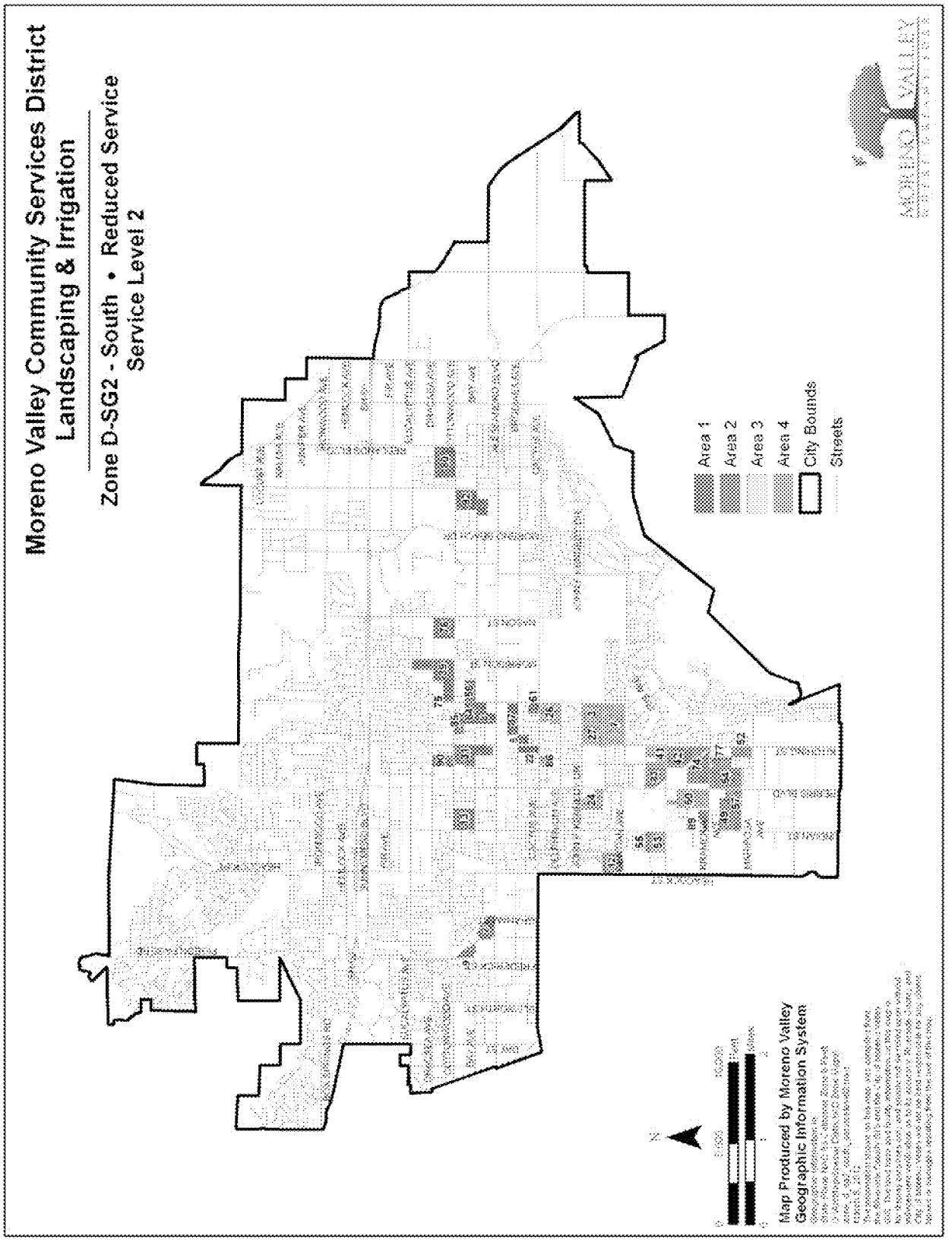
Moreno Valley Community Services District
Landscaping & Irrigation
Zone D-SG2 - South • Reduced Service
Service Level 2
Area 1
Area 2
Area 3
Area 4
City Bounds
Streets
Map Produced by Moreno Valley
Geographic Information System
MORENO VALLEY

C. ZONE D – 12 WEEK ROTATION Sample based on Service Schedule Level 3 Frequency

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 South	2	15387	9,049	1	
DSG2 South	9	19957	6,810	1	
DSG2 South	13	20032	14,076	1	
DSG2 South	31	19509	18,328	1	
DSG2 South	85	16770	5,830	1	
DSG2 South	90	32018	11,306	1	
DSG2 South	39	19852	28,800	2	
DSG2 South	75	27526	16,373	2	
DSG2 South	76	30027	45,833	2	
DSG2 South	8	19518/18372	12,634	2	Grass
DSG2 South	84	13585	6,600	2	
DSG2 South	56	20941	9,600	2	Grass
DSG2 South	80	31269-1	43,723	3	
DSG2 South	92	31284	28,321	3	
DSG2 South	5	17387	4,384	3	
DSG2 South	22	19143	4,864	3	
DSG2 South	61	21616	23,528	3	
DSG2 South	87	17867	13,778	3	
DSG2 South	3	12773	13,806	4	
DSG2 South	7	19685	62,530	4	
DSG2 South	24	19210	9,270	4	
DSG2 South	26	19363	13,320	4	
DSG2 South	27	19434	13,242	4	
DSG2 South	86	17457	3,444	4	
DSG2 South	41	19912	11,750	5	Grass
DSG2 South	12	20552	19,458	5	Grass
DSG2 South	50	20404	36,138	5	
DSG2 South	53	20718	23,004	5	
DSG2 South	55	20869	2,100	5	
DSG2 South	83	15433	24,161	5	
DSG2 South	89	22889	16,438	5	
DSG2 South	42	19937	20,890	6	
DSG2 South	49	20301	7,200	6	Grass
DSG2 South	52	20660	11,912	6	Grass
DSG2 South	54	20859	33,630	6	Grass
DSG2 South	57	21113	12,200	6	
DSG2 South	74	20715	51,250	6	Grass
DSG2 South	77	29038	6,243	6	

updated 11/9/11

DSG 2 South

Jul-12	Nov-12	Mar-13
07/04/2012 Mow/Litter	11/07/2012 Mow	03/06/2013 Area 5
07/11/2012 Area 1	11/14/2012 Area 4	03/13/2013 Mow/Litter
07/18/2012 Mow	11/21/2012 Mow/Litter	03/20/2013 Area 6
07/25/2012 Area 2	11/28/2012 Area 5	03/27/2013 Mow
Aug-12	**Dec-12**	**Apr-12**
08/01/2012 Mow/Litter	12/05/2012 Mow	04/03/2013 Open
08/08/2012 Area 2	12/12/2012 Area 6	04/10/2013 Mow/Litter
08/15/2012 Mow	12/19/2012 Mow/Litter	04/17/2013 Area 1
08/22/2012 Area 4	12/26/2012 Open	04/24/2013 Mow
08/29/2012 Mow/Litter		
Sep-12	**Jan-13**	**May-13**
09/05/2012 Area 6	01/02/2013 Mow	05/01/2013 Area 2
09/12/2012 Mow	01/09/2013 Area 1	05/08/2013 Mow/Litter
09/19/2012 Area 6	01/16/2013 Mow/Litter	05/15/2013 Area 3
09/26/2012 Mow/Litter	01/23/2013 Area 2	05/22/2013 Mow
	01/30/2013 Mow	05/29/2013 Area 4
Oct-12	**Feb-13**	**Jun-13**
10/03/2012 Area 1	02/06/2013 Area 3	06/05/2013 Mow/Litter
10/10/2012 Mow	02/13/2013 Mow/Litter	06/12/2013 Area 5
10/17/2012 Area 2	02/20/2013 Area 4	06/19/2013 Mow
10/24/2012 Mow/Litter	02/27/2013 Mow	06/26/2013 Area 6
10/31/2012 Area 3		

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 North	4	17176	21,097	1	
DSG2 North	58	21332	19,440	1	Grass
DSG2 North	71	21333	54,500	1	
DSG2 North	82	20272	51,216	1	Grass
DSG2 North	79	19080	20,291	1	
DSG2 North	10	20030	11,200	2	
DSG2 North	36	19551	36,364	2	
DSG2 North	72	22093	8,873	2	
DSG2 North	16	18512/21322	59,940	2	Grass
DSG2 North	86	31257	26,686	2	
DSG2 North	80	19032	9,132	2	
DSG2 North	1	11848	9,066	3	
DSG2 North	78	10191/18468	10,871	3	
DSG2 North	18	18930	38,849	3	Grass
DSG2 North	40	19682	8,805	3	Grass
DSG2 North	62	21737	3,920	3	Grass
DSG2 North	11	20072	23,550	4	
DSG2 North	23	19208	17,680	4	
DSG2 North	32	19799	17,652	4	
DSG2 North	69	28882	20,983	4	
DSG2 North	91	18784/20906	30,432	4	
DSG2 North	3	16768	16,281	5	
DSG2 North	14	17033	9,990	5	
DSG2 North	30	19500	3,636	5	
DSG2 North	73	22371	17,844	5	
DSG2 North	51	20525	16,500	5	
DSG2 North	67	23046	16,000	5	
DSG2 North	17	24721	6,882	6	
DSG2 North	83	31591	16,445	6	
DSG2 North	64	22276	11,690	6	Grass
DSG2 North	65	22277	20,485	6	
DSG2 North	90	17334	37,680	6	

updated 11/9/11

DSG 2 North

Jul-12	Nov-12	Mar-13
	11/05/2012 Mow	03/04/2013 Area 5
07/02/2012 Mow/Litter	11/12/2012 Area 4	03/11/2013 Mow/Litter
07/09/2012 Area 1	11/19/2012 Mow/Litter	03/18/2013 Area 6
07/16/2012 Mow	11/26/2012 Area 5	03/25/2013 Mow
07/23/2012 Area 2		
07/30/2012 Mow/Litter		
Aug-12	**Dec-12**	**Apr-13**
08/06/2012 Area 3	12/03/2012 Mow	04/01/2013 Open
08/13/2012 Mow	12/10/2012 Area 6	04/08/2013 Mow/Litter
08/20/2012 Area 4	12/17/2012 Mow/Litter	04/15/2013 Area 1
08/27/2012 Mow/Litter	12/24/2012 Open	04/22/2013 Mow
	12/31/2012 Mow	04/29/2013 Area 2
Sep-12	**Jan-13**	**May-13**
09/03/2012 Area 5	01/07/2013 Area 1	05/06/2013 Mow/Litter
09/10/2012 Mow	01/14/2013 Mow/Litter	05/13/2013 Area 3
09/17/2012 Area 6	01/21/2013 Area 2	05/20/2013 Mow
09/24/2012 Mow/Litter	01/28/2013 Mow	05/27/2013 Area 4
Oct-12	**Feb-13**	**Jun-13**
10/01/2012 Area 1	02/04/2013 Area 3	06/03/2013 Mow/Litter
10/08/2012 Mow	02/11/2013 Mow/Litter	06/10/2013 Area 5
10/15/2012 Area 2	02/18/2013 Area 4	06/17/2013 Mow
10/22/2012 Mow/Litter	02/25/2013 Mow	06/24/2013 Area 6
10/29/2012 Area 3		

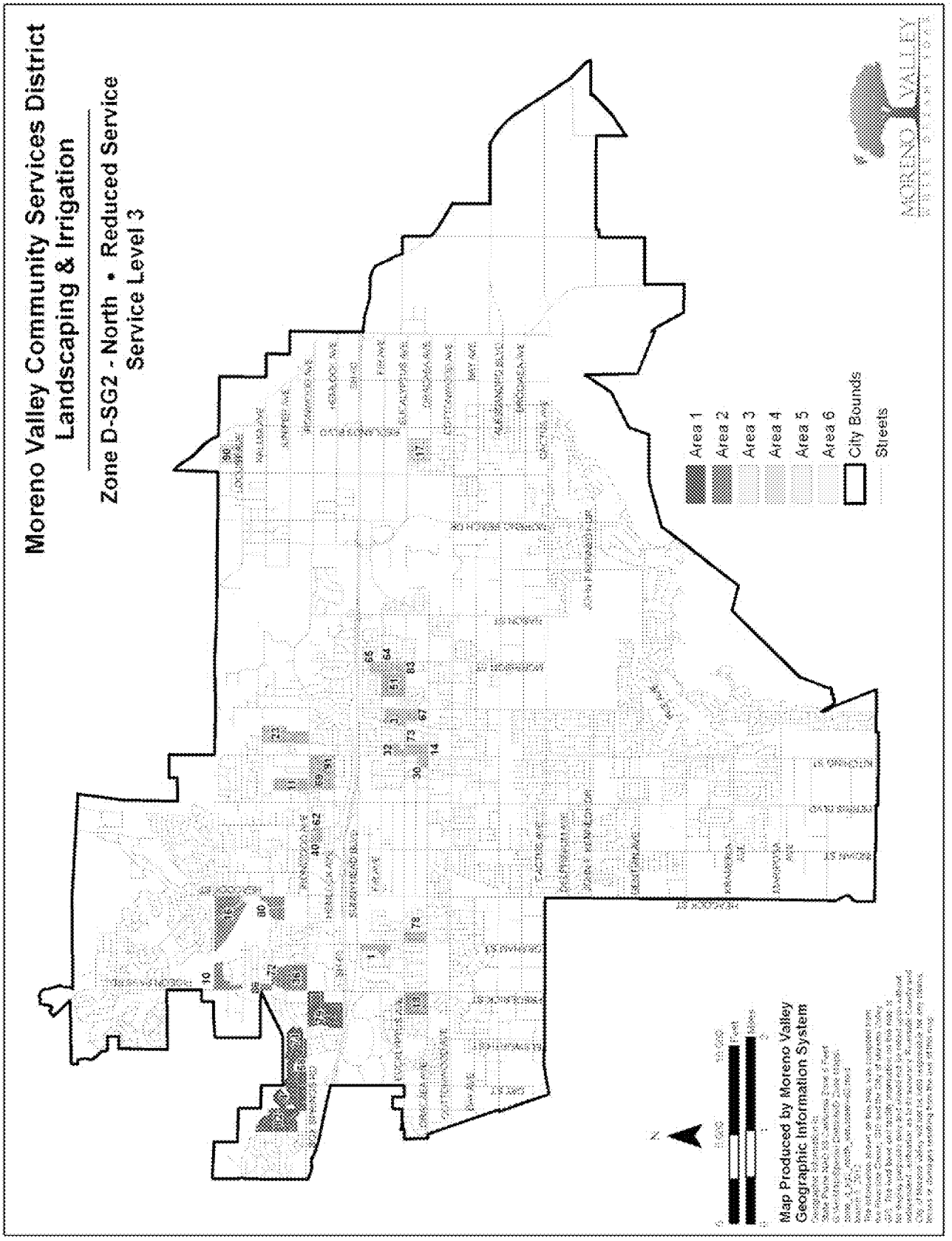
Moreno Valley Community Services District
Landscaping & Irrigation
Zone D-SG2 - North • Reduced Service
Service Level 3
Area 1
Area 2
Area 3
Area 4
Area 5
Area 6
City Bounds
Streets
Map Produced by Moreno Valley
Geographic Information System
MORENO VALLEY

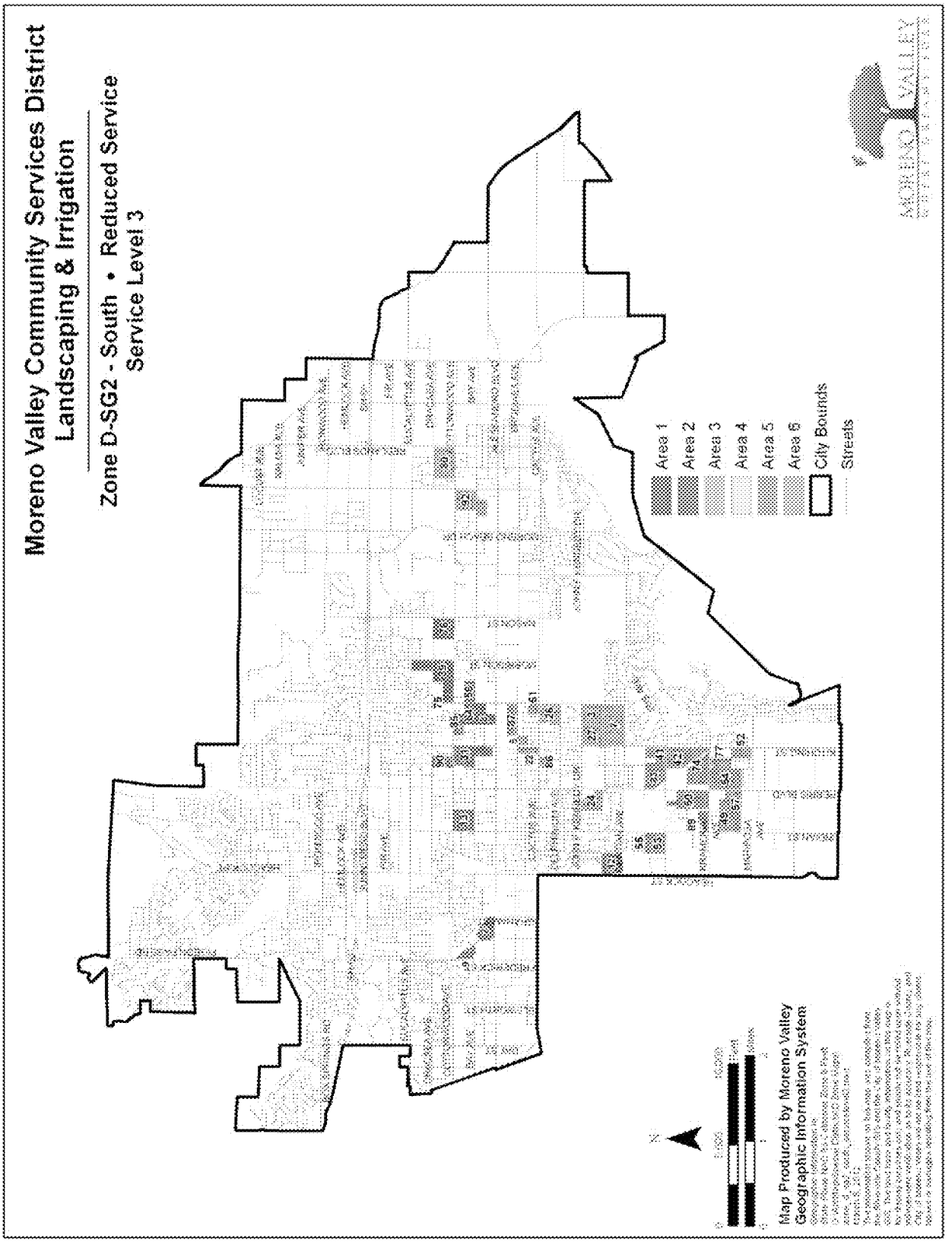
Moreno Valley Community Services District
Landscaping & Irrigation
Zone D-SG2 - South • Reduced Service
Service Level 3
Area 1
Area 2
Area 3
Area 4
Area 5
Area 6
City Bounds
Streets
Map Produced by Moreno Valley
Geographic Information System
MORENO VALLEY

VII: ZONE D – SERVICE SCHEDULE WORKSHEET

A. ZONE D – 12 WEEK ROTATION

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 South	2	15387	9,049		
DSG2 South	9	19957	6,810		
DSG2 South	13	20032	14,076		
DSG2 South	31	19509	18,328		
DSG2 South	85	16770	5,830		
DSG2 South	90	32018	11,306		
DSG2 South	39	19852	28,800		
DSG2 South	75	27526	16,373		
DSG2 South	76	30027	45,833		
DSG2 South	8	19518/18372	12,634		Grass
DSG2 South	84	13585	6,600		
DSG2 South	56	20941	9,600		Grass
DSG2 South	80	31269-1	43,723		
DSG2 South	82	31284	28,321		
DSG2 South	5	17387	4,364		
DSG2 South	22	19143	4,864		
DSG2 South	61	21616	23,528		
DSG2 South	87	17867	13,778		
DSG2 South	3	12773	13,806		
DSG2 South	7	19695	62,530		
DSG2 South	24	19210	9,270		
DSG2 South	26	19363	13,320		
DSG2 South	27	19434	13,242		
DSG2 South	86	17457	3,444		
DSG2 South	41	19912	11,750		Grass
DSG2 South	12	20552	19,458		Grass
DSG2 South	50	20404	36,138		
DSG2 South	53	20718	23,004		
DSG2 South	55	20869	2,100		
DSG2 South	83	16433	24,161		
DSG2 South	89	22885	16,438		
DSG2 South	42	19937	20,890		
DSG2 South	49	20301	7,200		Grass
DSG2 South	52	20860	11,912		Grass
DSG2 South	54	20859	33,630		Grass
DSG2 South	57	21113	12,200		
DSG2 South	74	20715	51,250		Grass
DSG2 South	77	29038	6,243		

DSG 2 South

Jul-12	Nov-12	Mar-13
07/04/2012	11/07/2012	03/06/2013
07/11/2012	11/14/2012	03/13/2013
07/18/2012	11/21/2012	03/20/2013
07/25/2012	11/28/2012	03/27/2013
Aug-12	**Dec-12**	**Apr-12**
08/01/2012	12/05/2012	04/03/2013
08/08/2012	12/12/2012	04/10/2013
08/15/2012	12/19/2012	04/17/2013
08/22/2012	12/26/2012	04/24/2013
08/29/2012		
Sep-12	**Jan-13**	**May-13**
09/05/2012	01/02/2013	05/01/2013
09/12/2012	01/09/2013	05/08/2013
09/19/2012	01/16/2013	05/15/2013
09/26/2012	01/23/2013	05/22/2013
	01/30/2013	05/29/2013
Oct-12	**Feb-13**	**Jun-13**
10/03/2012	02/06/2013	06/05/2013
10/10/2012	02/13/2013	06/12/2013
10/17/2012	02/20/2013	06/19/2013
10/24/2012	02/27/2013	06/26/2013
10/31/2012		

updated 11/9/11

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 North	4	17176	21,097		
DSG2 North	58	21332	19,440		Grass
DSG2 North	71	21333	54,500		
DSG2 North	82	20272	51,216		Grass
DSG2 North	79	19080	20,291		
DSG2 North	10	20030	11,200		
DSG2 North	36	19551	36,364		
DSG2 North	72	22093	8,873		
DSG2 North	16	18512/21322	58,940		Grass
DSG2 North	86	31257	26,686		
DSG2 North	80	19032	8,132		
DSG2 North	1	11849	9,066		
DSG2 North	78	10191/18468	10,671		
DSG2 North	18	18930	38,849		Grass
DSG2 North	40	19682	8,805		Grass
DSG2 North	62	21737	3,920		Grass
DSG2 North	11	20072	23,550		
DSG2 North	23	19208	17,660		
DSG2 North	32	19799	17,652		
DSG2 North	69	26882	20,983		
DSG2 North	91	18784/20906	30,432		
DSG2 North	3	16768	16,281		
DSG2 North	14	17033	9,990		
DSG2 North	30	19500	3,636		
DSG2 North	73	22371	17,844		
DSG2 North	51	20525	16,500		
DSG2 North	67	23046	16,000		
DSG2 North	17	24721	6,882		
DSG2 North	83	31591	16,445		
DSG2 North	64	22276	11,690		Grass
DSG2 North	65	22277	20,485		
DSG2 North	90	17334	37,680		

DSG 2 North

Jul-12	Nov-12	Mar-13
	11/05/2012	03/04/2013
07/02/2012	11/12/2012	03/11/2013
07/09/2012	11/19/2012	03/18/2013
07/16/2012	11/26/2012	03/25/2013
07/23/2012		
07/30/2012		
Aug-12	**Dec-12**	**Apr-13**
08/06/2012	12/03/2012	04/01/2013
08/13/2012	12/10/2012	04/08/2013
08/20/2012	12/17/2012	04/15/2013
08/27/2012	12/24/2012	04/22/2013
	12/31/2012	04/29/2013
Sep-12	**Jan-13**	**May-13**
09/03/2012	01/07/2013	05/06/2013
09/10/2012	01/14/2013	05/13/2013
09/17/2012	01/21/2013	05/20/2013
09/24/2012	01/28/2013	05/27/2013
Oct-12	**Feb-13**	**Jun-13**
10/01/2012	02/04/2013	06/03/2013
10/08/2012	02/11/2013	06/10/2013
10/15/2012	02/18/2013	06/17/2013
10/22/2012	02/25/2013	06/24/2013
10/29/2012		

VIII. PROPOSED ANNUAL MATERIAL SCHEDULE

A. Fertilizers:

List the fertilizers to be furnished to ex ecute work tasks specif ied in Exhibit A. Specify the type (analysis/brand name), es timated amount of each type to be supplied annually, and estima ted annual cost for each type (include applic able sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Scotts 22-0-6	500 lbs	$41.00
Best 22-5-5	100 lbs	$48.00
Best 23-5-10	8,000 lbs	$5,440.00

B. Pesticides:

List pesticides to be furnished to execut e work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent her bicide, rodent/snail bait, insecticide, etc.), the brand name, es timated amount of each ty pe/brand to be supplied annually, and the estimated ann ual cost for each type/brand (include applic able sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Glyphosate	8 gallons	$466.48
Fumatoxin	6 flasks	$349.86
Metaldehyde 7.5%	100 lbs	$276.97

IX. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

A. Communications:

The General Provisions require that the select ed Contractor possess, and maintain an effective company-wide co mmunications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal commu nications system, both in the office and in the field, and how it will enable your c ompany to provide the communication capability as required in Scope of Services specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

All communications will be routed through our main office and dispatch center in Irwindale. A 24-hour "800" number will be provided to the City of Moreno Valley and will use all of the current communication methods such as two-way radios, and cellular phones.
The Supervisor responsible for the crew and foreman performing the work is in daily communication with the foreman personally or by cellular phone, or radio communications to insure that the schedule of work operations is followed in strict accordance to the guidelines of the contact. Furthermore, the Supervisor routinely inspects the job site by walking it with his foreman or crew, identifying areas of concern and keeping the Branch Manager in charge of landscape maintenance operations informed as to the condition of the sites in question. All work not in compliance in the opinion of the Supervisor will be addressed immediately through specific instructions to the foreman and crew to perform the corrective work.
Our office is open for communications from 5:30am to 4:30pm, Monday-Friday and we are available 24 hours a day through the answering service to address emergency call outs. We have a full support staff of mechanics that can respond to emergencies immediately and a depth of replacement equipment that will allow us to stay consistent with our schedules.

B. Traffic Safety:

The General Provisions require that the selected C ontractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most curre nt) California Supplement, Part 6, Temporary Traffic Control". Please de scribe your company's general traffic control practices and training, and how yo ur company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheet s as necessary to provide a full and comprehensive response.

We pride ourselves in safety. Our company's goal is to have no work-related injuries. Mariposa strongly believes that a clean, safe and healthy environment should be provided for all employees. Every reasonable precaution is taken to provide all employees with a safe place to work including on job locations.

Mariposa periodically conduct training for various safety topics and issues, from defensive driving to driving in wet/icy weather.

Our company follow the WATCH manual when it comes to conducting traffic control on projects in traffic areas. Mariposa also conducts periodic training on the WATCH manual.

Mariposa owns and utilize arrowboards, delinators, cones, signs and any other necessary traffic control equipment (as necessary).

C. **Greenwaste Recycling:**

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the soli d waste, including greenwa ste, generated within its jurisdiction. Please describe your com pany's program to in sure that the Cit y receives credit for the greenwast e that will be generat ed from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number (s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwas te products (mulch, compost, soil amendments, etc.) on the project, pleas e give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

Mariposa Landscapes, Inc. uses effort to initiate "green" environment and energy conservation. Our company has a recycling program for green waste and paper products. We implement this program at our local offices and at all the job sites.

Mariposa will provide City of Moreno Valley any documentation necessarry to meet the mandate such as receipts and any other documentation.

For this project site, one potential location to take the greenwaste is:

Robert A. Nelson Transfer Station
1830 Agua Mansa Road
Riverside, CA 92509
(951) 786-0655

X. LIST OF SUBCONTRACTORS

A. SUBCONTRACTORS:

In compliance with t he provisions of Government Code, Sec tion 4102, the undersigned Proposer sets forth the name and location (address) of the place of business of each subcontractor w ho will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work whic h will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
NONE		

XI. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, natio nal origin, ancestry, physical handicaps, mental condition, marital status or sex of such pers ons, except as provided in Section 129 40, of the California Labor Code and every Contractor of Public Wor ks violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE _____

PRINTED NAME Terry Noriega

TITLE President

COMPANY NAME Mariposa Landscapes, Inc.

DATE 3/28/12

XII. PROPOSAL AFFIRMATION

With regard to the information provided her einabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statem ent willfully or fraudulently made in connection with this proposal m ay result in the termination of any Contract between the Moreno Valley Communi ty Services District and Mariposa Landscapes, Inc., and further , the af oresaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind Mariposa Landscapes, Inc. to the terms of this affirmation (See "INSTR UCTION TO PROPOSER", Se ction D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT (PRINTED), SIGNED AND DATED

SIGNATURE _____

NAME Terry Noriega

TITLE President

COMPANY NAME Mariposa Landscapes, Inc.

DATE 3/28/12

I. SCHEDULE II

BID SCHEDULE

PROPOSER: Mariposa Landscapes, Inc.
(Company Name)

A. SERVICE SCHEDULES – Zone D Tracts Level 3 – Current Service

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 17176	Planter: 21,097 sq. ft.	$ 187.00	$ 2,244.00
Tract 21332	Planter: 19,440 sq. ft	$ 172.00	$ 2,064.00
Tract 21333	Planter: 54,500 sq. ft	$ 481.00	$ 5,772.00
Tract 20272	Planter: 51,216 sq. ft	$ 452.00	$ 5,424.00
Tract 10980/13576/19081	Planter: 20,291 sq. ft	$ 179.00	$ 2,148.00
Tract 20030	Planter: 11,200 sq. ft.	$ 99.00	$ 1,188.00
Tract 19551	Planter: 36,364 sq. ft	$ 321.00	$ 3,852.00
Tract 22093	Planter: 8,873 sq. ft	$ 78.00	$ 936.00
Tract 18512/21322	Planter: 59,940 sq. ft.	$ 529.00	$ 6,348.00
Tract 31257	Planter: 26,686 sq. ft	$ 501.00	$ 6,012.00
Tract 19032	Planter: 9,132 sq. ft	$ 81.00	$ 972.00
Tract 11848	Planter: 9,066 sq. ft.	$ 80.00	$ 960.00
Tract 10191/18468	Planter: 10,871 sq. ft	$ 96.00	$ 1,152.00
Tract 18930	Planter: 38,849 sq. ft.	$ 343.00	$ 4,116.00
Tract 19862	Planter: 8,805 sq. ft	$ 78.00	$ 936.00
Tract 21737	Planter: 1,280 sq. ft	$ 15.00	$ 180.00
	Turf: 2,640 sq. ft	$ 119.00	$ 1,428.00
Tract 20072	Planter: 23,550 sq. ft.	$ 208.00	$ 2,496.00
Tract 19208	Planter: 17,680 sq. ft	$ 156.00	$ 1,872.00
Tract 19799	Planter: 17,652 sq. ft	$ 155.00	$ 1,860.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 28882	Planter: 20,983 sq. ft	$ 185.00	$ 2,220.00
Tract 18784/20906	Planter: 30,432 sq. ft	$ 269.00	$ 3,228.00
Tract 16768	Planter: 16,281 sq. ft.	$ 144.00	$ 1,728.00
Tract 17033	Planter: 9,990 sq. ft.	$ 88.00	$ 1,056.00
Tract 19500	Planter: 3,636 sq. ft	$ 32.00	$ 384.00
Tract 22371	Planter: 17,844 sq. ft	$ 158.00	$ 1,896.00
Tract 20525	Planter: 16,500 sq. ft	$ 146.00	$ 1,752.00
Tract 23046	Planter: 16,000 sq. ft	$ 141.00	$ 1,692.00
Tract 24721	Planter: 6,882 sq. ft.	$ 61.00	$ 732.00
Tract 31591	Planter: 16,445 sq. ft	$ 145.00	$ 1,740.00
Tract 22276	Planter: 11,690 sq. ft	$ 103.00	$ 1,236.00
Tract 22277	Planter: 20,485 sq. ft	$ 181.00	$ 2,172.00
Tract 17334	Planter: 37,680 sq. ft	$ 333.00	$ 3,996.00
Tract 15387	Planter: 9,049 sq. ft.	$ 80.00	$ 960.00
Tract 19957	Planter: 6,810 sq. ft.	$60.00	$720.00
Tract 20032	Planter: 14,076 sq. ft.	$ 124.00	$ 1,488.00
Tract 19509	Planter: 18,328 sq. ft.	$162.00	$1,944.00
Tract 16770	Planter: 5,830 sq. ft.	$ 51.00	$ 612.00
Tract 32018	Planter: 7,865 sq. ft.	$69.00	$828.00
Tract 19852	Planter: 28,800 sq. ft.	$ 253.00	$ 3,036.00
Tract 27526	Planter: 16,373 sq. ft.	$145.00	$1,740.00
Tract 30027	Planter: 45,833 sq. ft.	$ 405.00	$ 4,860.00
Tract 19518/18372	Planter: 12,634 sq. ft.	$112.00	$1,344.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 13585	Planter: 2,000 sq. ft.	$ 21.00	$ 252.00
	Turf: 4,600 sq. ft.	188.00	2,256.00
Tract 20941	Planter: 7,455 sq. ft.	$ 66.00	$ 792.00
	Turf: 2,145 sq. ft.	$ 94.00	$ 1,128.00
Tract 31269-1	Planter: 43,723 sq. ft.	$386.00	$4,632.00
Tract 31284	Planter: 28,321 sq. ft.	$ 250.00	$ 3,000.00
Tract 17387	Planter: 4,384 sq. ft.	$39.00	$468.00
Tract 19143	Planter: 4,864 sq. ft.	$43.00	$516.00
Tract 21616	Planter: 19,858 sq. ft.	$ 176.00	$ 2,112.00
	Turf: 3,670 sq. ft.	159.00	1,908.00
Tract 17867	Planter: 13,778 sq. ft.	$ 122.00	$ 1,464.00
Tract 12773	Planter: 13,806 sq. ft.	$ 123.00	$ 1,476.00
Tract 19685	Planter: 62,530 sq. ft.	$ 552.00	$ 6,624.00
Tract 19210	Planter: 9,270 sq. ft.	$ 82.00	$ 984.00
Tract 19363	Planter: 13,320 sq. ft.	$ 118.00	$ 1,416.00
Tract 19434	Planter: 13,242 sq. ft.	$116.00	$1,392.00
Tract 17457	Planter: 3,444 sq. ft.	$ 33.00	$ 396.00
Tract 19912	Planter: 11,750 sq. ft.	$104.00	$1,248.00
Tract 20552	Planter: 19,458 sq. ft.	$ 172.00	$ 2,064.00
Tract 20404	Planter: 36,138 sq. ft.	$ 319.00	$ 3,828.00
Tract 20718	Planter: 23,004 sq. ft.	$204.00	$2,448.00
Tract 20869	Planter: 2,100 sq. ft.	$ 25.00	$ 300.00
Tract 15433	Planter: 24,161 sq. ft.	$ 214.00	$ 2,568.00
Tract 22889	Planter: 16,438 sq. ft.	$ 146.00	$ 1,752.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 19937	Planter: 20,890 sq. ft.	$ 185.00	$ 2,220.00
Tract 20301	Planter: 3,800 sq. ft.	$ 38.00	$ 456.00
	Turf: 3,400 sq. ft.	146.00	1,752.00
Tract 20660	Planter: 11,912 sq. ft.	$ 106.00	$ 1,272.00
Tract 20859	Planter: 33,630 sq. ft.	$ 297.00	$ 3,564.00
Tract 21113	Planter: 10,500 sq. ft.	$ 93.00	$ 1,116.00
	Turf: 1,700 sq. ft.	80.00	960.00
Tract 20715	Planter: 51,250 sq. ft.	$ 453.00	$ 5,436.00
Tract 29038	Planter: 6,243 sq. ft.	$ 55.00	$ 660.00
Zone D Tracts Service Schedule Level 3 Total		$ 12,982.00	$ 155,784.00
Cost per sq. ft., per occurrence Level 3 Zone D- Tracts			$ 0.0093

The Total Amount of the Service Proposal shall be the cumulative total of Section A's cost per twelve month column, as listed above, which is based on the current service levels for the areas as identified herein Section A of Schedule II:

Figures: 155,784 and 00 /100's Dollars

Words: One hundred fifty-five thousand seven hundred eighty four and 00 /100's Dollars

All work shall be per formed in accordance with the terms and conditions of this Independe nt Contractor Agreement, which incl udes all General and Technic al Specification Provisions as outlined herein for the Full or Reduced Services. Any modification to the number of occurrences for any service shall be made per written directi on by the District. Service occurrences may be modified with 30 days advance written notice by the District.

The Contractor shall furnish all labor, equipment, and materials nec essary to provide maintenance of median-monument-parkway, irrigation, and lands caping as set forth in Exhibit A of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the I ndependent Contractor Agre ement and its attached exhibits.

Addendum No(s). 1 has/have been received and is/are made a part of this proposal.

President 3/28/12

(AUTHORIZED SIGNATURE AND TITLE) (DATE)

B. OPTIONAL SERVICE LEVELS*

*Optional Service Levels are levels of landscaping service not currently being provided. Details for each Service Schedule Level are listed in Exhibit E, Schedule I, Section V: FREQUENCY OF SERVICE TABLE, page 60. At the discretion of the Community Services District, an optional level of service other than the current service level may be req uested. **PLEASE INCLUDE COSTS TO PROVIDE MAINTENANCE OF PARKWAY & MEDIAN LANDSCAPING & IRRIGATION SERVICES FOR OPTIONAL SERVICE LEVELS IN ADDITION TO THE CURRENT SERVICE LEVEL AS DESCRIBED IN SCHEDULE II, SECTION A, PAGES 77 - 80.**

- **Service Schedule Level 1 – Zone D Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 17176	Planter: 21,097 sq. ft.	$ 226.00	$ 2,712.00
Tract 21332	Planter: 19,440 sq. ft	$ 209.00	$ 2,508.00
Tract 21333	Planter: 54,500 sq. ft	$ 585.00	$ 7,020.00
Tract 20272	Planter: 51,216 sq. ft	$ 549.00	$ 6,588.00
Tract 10980/13576/19081	Planter: 20,291 sq. ft	$ 218.00	$ 2,616.00
Tract 20030	Planter: 11,200 sq. ft.	$ 120.00	$ 1,440.00
Tract 19551	Planter: 36,364 sq. ft	$ 390.00	$ 4,680.00
Tract 22093	Planter: 8,873 sq. ft	$ 96.00	$ 1,152.00
Tract 18512/21322	Planter: 59,940 sq. ft.	$ 643.00	$ 7,716.00
Tract 31257	Planter: 26,686 sq. ft	$ 608.00	$ 7,296.00
Tract 19032	Planter: 9,132 sq. ft	$ 98.00	$ 1,176.00
Tract 11848	Planter: 9,066 sq. ft.	$ 97.00	$ 1,164.00
Tract 10191/18468	Planter: 10,871 sq. ft	$ 117.00	$ 1,404.00
Tract 18930	Planter: 38,849 sq. ft.	$ 417.00	$ 5,004.00
Tract 19862	Planter: 8,805 sq. ft	$ 95.00	$ 1,140.00
Tract 21737	Planter: 1,280 sq. ft	$ 14.00	$ 168.00
	Turf: 2,640 sq. ft	$ 137.00	$ 1,644.00
Tract 20072	Planter: 23,550 sq. ft.	$ 253.00	$ 3,036.00
Tract 19208	Planter: 17,680 sq. ft	$ 190.00	$ 2,280.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 19799	Planter: 17,652 sq. ft	$ 189.00	$ 2,268.00
Tract 28882	Planter: 20,983 sq. ft	$ 255.00	$ 3,060.00
Tract 18784/20906	Planter: 30,432 sq. ft	$ 326.00	$ 3,912.00
Tract 16768	Planter: 16,281 sq. ft.	$ 175.00	$ 2,100.00
Tract 17033	Planter: 9,990 sq. ft.	$ 107.00	$ 1,284.00
Tract 19500	Planter: 3,636 sq. ft	$ 39.00	$ 468.00
Tract 22371	Planter: 17,844 sq. ft	$ 191.00	$ 2,292.00
Tract 20525	Planter: 16,500 sq. ft	$ 177.00	$ 2,124.00
Tract 23046	Planter: 16,000 sq. ft	$ 172.00	$ 2,064.00
Tract 24721	Planter: 6,882 sq. ft.	$ 74.00	$ 888.00
Tract 31591	Planter: 16,445 sq. ft	$ 176.00	$ 2,112.00
Tract 22276	Planter: 11,690 sq. ft	$ 126.00	$ 1,512.00
Tract 22277	Planter: 20,485 sq. ft	$ 220.00	$ 2,640.00
Tract 17334	Planter: 37,680 sq. ft	$ 404.00	$ 4,848.00
Tract 15387	Planter: 9,049 sq. ft.	$ 98.00	$ 1,176.00
Tract 19957	Planter: 6,810 sq. ft.	$74.00	$888.00
Tract 20032	Planter: 14,076 sq. ft.	$ 151.00	$ 1,812.00
Tract 19509	Planter: 18,328 sq. ft.	$197.00	$2,364.00
Tract 16770	Planter: 5,830 sq. ft.	$ 63.00	$ 756.00
Tract 32018	Planter: 7,865 sq. ft.	$85.00	$1,020.00
Tract 19852	Planter: 28,800 sq. ft.	$ 309.00	$ 3,708.00
Tract 27526	Planter: 16,373 sq. ft.	$176.00	$2,112.00
Tract 30027	Planter: 45,833 sq. ft.	$ 492.00	$ 5,904.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 19518/18372	Planter: 12,634 sq. ft.	$136.00	$1,632.00
Tract 13585	Planter: 2,000 sq. ft.	$ 22.00	$ 264.00
	Turf: 4,600 sq. ft.	224.00	2,688.00
Tract 20941	Planter: 7,455 sq. ft.	$ 90.00	$ 1,080.00
	Turf: 2,145 sq. ft.	$ 114.00	$ 1,368.00
Tract 31269-1	Planter: 43,723 sq. ft.	$469.00	$5,628.00
Tract 31284	Planter: 28,321 sq. ft.	$ 304.00	$ 3,648.00
Tract 17387	Planter: 4,384 sq. ft.	$48.00	$576.00
Tract 19143	Planter: 4,864 sq. ft.	$53.00	$636.00
Tract 21616	Planter: 19,858 sq. ft.	$216.00	$ 2,592.00
	Turf: 3,670 sq. ft.	183.00	2,196.00
Tract 17867	Planter: 13,778 sq. ft.	$ 148.00	$ 1,776.00
Tract 12773	Planter: 13,806 sq. ft.	$ 149.00	$ 1,788.00
Tract 19685	Planter: 62,530 sq. ft.	$ 671.00	$ 8,052.00
Tract 19210	Planter: 9,270 sq. ft.	$ 100.00	$ 1,200.00
Tract 19363	Planter: 13,320 sq. ft.	$ 144.00	$ 1,728.00
Tract 19434	Planter: 13,242 sq. ft.	$143.00	$1,716.00
Tract 17457	Planter: 3,444 sq. ft.	$ 37.00	$ 444.00
Tract 19912	Planter: 11,750 sq. ft.	$127.00	$1,524.00
Tract 20552	Planter: 19,458 sq. ft.	$ 209.00	$ 2,508.00
Tract 20404	Planter: 36,138 sq. ft.	$ 388.00	$ 4,656.00
Tract 20718	Planter: 23,004 sq. ft.	$247.00	$2,964.00
Tract 20869	Planter: 2,100 sq. ft.	$ 23.00	$ 276.00
Tract 15433	Planter: 24,161 sq. ft.	$ 260.00	$ 3,120.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 22889	Planter: 16,438 sq. ft.	$ 177.00	$ 2,124.00
Tract 19937	Planter: 20,890 sq. ft.	$ 225.00	$ 2,700.00
Tract 20301	Planter: 3,800 sq. ft.	$ 41.00	$ 492.00
	Turf: 3,400 sq. ft.	171.00	2,052.00
Tract 20660	Planter: 11,912 sq. ft.	$ 128.00	$ 1,536.00
Tract 20859	Planter: 33,630 sq. ft.	$ 361.00	$ 4,332.00
Tract 21113	Planter: 10,500 sq. ft.	$ 113.00	$ 1,356.00
	Turf: 1,700 sq. ft.	93.00	1,116.00
Tract 20715	Planter: 51,250 sq. ft.	$ 550.00	$ 6,600.00
Tract 29038	Planter: 6,243 sq. ft.	$ 67.00	$ 804.00
Zone D Tracts Service Schedule Level 1 Total		$ 15,769.00	$ 189,228.00
Cost per sq. ft., per occurrence Level 1 Zone D- Southern Tracts			$ 0.11

- **Service Schedule Level 2 – Zone D Tracts Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 17176	Planter: 21,097 sq. ft.	$ 199.00	$ 2,388.00
Tract 21332	Planter: 19,440 sq. ft	$ 183.00	$ 2,196.00
Tract 21333	Planter: 54,500 sq. ft	$ 513.00	$ 6,156.00
Tract 20272	Planter: 51,216 sq. ft	$ 483.00	$ 5,796.00
Tract 10980/13576/19081	Planter: 20,291 sq. ft	$ 191.00	$ 2,292.00
Tract 20030	Planter: 11,200 sq. ft.	$ 106.00	$ 1,272.00
Tract 19551	Planter: 36,364 sq. ft	$ 343.00	$ 4,116.00
Tract 22093	Planter: 8,873 sq. ft	$ 84.00	$ 1,008.00
Tract 18512/21322	Planter: 59,940 sq. ft.	$ 565.00	$ 6,780.00
Tract 31257	Planter: 26,686 sq. ft	$ 534.00	$ 6,408.00
Tract 19032	Planter: 9,132 sq. ft	$ 86.00	$ 1,032.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 11848	Planter: 9,066 sq. ft.	$ 84.00	$ 1,008.00
Tract 10191/18468	Planter: 10,871 sq. ft	$ 102.00	$ 1,224.00
Tract 18930	Planter: 38,849 sq. ft.	$ 366.00	$ 4,392.00
Tract 19862	Planter: 8,805 sq. ft	$ 83.00	$ 996.00
Tract 21737	Planter: 1,280 sq. ft	$ 18.00	$ 216.00
	Turf: 2,640 sq. ft	$ 125.00	$ 1,500.00
Tract 20072	Planter: 23,550 sq. ft.	$ 222.00	$ 2,664.00
Tract 19208	Planter: 17,680 sq. ft	$ 167.00	$ 2,004.00
Tract 19799	Planter: 17,652 sq. ft	$ 166.00	$ 1,992.00
Tract 28882	Planter: 20,983 sq. ft	$ 198.00	$ 2,376.00
Tract 18784/20906	Planter: 30,432 sq. ft	$ 287.00	$ 3,444.00
Tract 16768	Planter: 16,281 sq. ft.	$ 153.00	$ 1,836.00
Tract 17033	Planter: 9,990 sq. ft.	$ 94.00	$ 1,128.00
Tract 19500	Planter: 3,636 sq. ft	$ 36.00	$ 432.00
Tract 22371	Planter: 17,844 sq. ft	$ 168.00	$ 2,016.00
Tract 20525	Planter: 16,500 sq. ft	$ 155.00	$ 1,860.00
Tract 23046	Planter: 16,000 sq. ft	$ 151.00	$ 1,812.00
Tract 24721	Planter: 6,882 sq. ft.	$ 65.00	$ 780.00
Tract 31591	Planter: 16,445 sq. ft	$ 155.00	$ 1,860.00
Tract 22276	Planter: 11,690 sq. ft	$ 110.00	$ 1,320.00
Tract 22277	Planter: 20,485 sq. ft	$ 193.00	$ 2,316.00
Tract 17334	Planter: 37,680 sq. ft	$ 355.00	$ 4,260.00
Tract 15387	Planter: 9,049 sq. ft.	$ 85.00	$ 1,020.00
Tract 19957	Planter: 6,810 sq. ft.	$64.00	$768.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 20032	Planter: 14,076 sq. ft.	$ 133.00	$ 1,596.00
Tract 19509	Planter: 18,328 sq. ft.	$173.00	$2,076.00
Tract 16770	Planter: 5,830 sq. ft.	$ 55.00	$ 660.00
Tract 32018	Planter: 7,865 sq. ft.	$74.00	$888.00
Tract 19852	Planter: 28,800 sq. ft.	$ 271.00	$ 3,252.00
Tract 27526	Planter: 16,373 sq. ft.	$154.00	$1,848.00
Tract 30027	Planter: 45,833 sq. ft.	$ 432.00	$ 5,184.00
Tract 19518/18372	Planter: 12,634 sq. ft.	$119.00	$1,428.00
Tract 13585	Planter: 2,000 sq. ft.	$ 25.00	$ 300.00
	Turf: 4,600 sq. ft.	203.00	2,436.00
Tract 20941	Planter: 7,455 sq. ft.	$ 71.00	$ 852.00
	Turf: 2,145 sq. ft.	$ 105.00	$ 1,260.00
Tract 31269-1	Planter: 43,723 sq. ft.	$412.00	$4,944.00
Tract 31284	Planter: 28,321 sq. ft.	$ 267.00	$ 3,204.00
Tract 17387	Planter: 4,384 sq. ft.	$41.00	$492.00
Tract 19143	Planter: 4,864 sq. ft.	$46.00	$552.00
Tract 21616	Planter: 19,858 sq. ft.	$ 187.00	$ 2,244.00
	Turf: 3,670 sq. ft.	164.00	1,968.00
Tract 17867	Planter: 13,778 sq. ft.	$ 130.00	$ 1,560.00
Tract 12773	Planter: 13,806 sq. ft.	$ 131.00	$ 1,572.00
Tract 19685	Planter: 62,530 sq. ft.	$ 589.00	$ 7,068.00
Tract 19210	Planter: 9,270 sq. ft.	$ 87.00	$ 1,044.00
Tract 19363	Planter: 13,320 sq. ft.	$ 126.00	$ 1,512.00
Tract 19434	Planter: 13,242 sq. ft.	$125.00	$1,500.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 17457	Planter: 3,444 sq. ft.	$ 35.00	$ 420.00
Tract 19912	Planter: 11,750 sq. ft.	$ 111.00	$ 1,332.00
Tract 20552	Planter: 19,458 sq. ft.	$ 183.00	$ 2,196.00
Tract 20404	Planter: 36,138 sq. ft.	$ 340.00	$ 4,080.00
Tract 20718	Planter: 23,004 sq. ft.	$ 217.00	$ 2,604.00
Tract 20869	Planter: 2,100 sq. ft.	$ 28.00	$ 336.00
Tract 15433	Planter: 24,161 sq. ft.	$ 228.00	$ 2,736.00
Tract 22889	Planter: 16,438 sq. ft.	$ 155.00	$ 1,860.00
Tract 19937	Planter: 20,890 sq. ft.	$ 197.00	$ 2,364.00
Tract 20301	Planter: 3,800 sq. ft.	$ 39.00	$ 468.00
	Turf: 3,400 sq. ft.	152.00	1,824.00
Tract 20660	Planter: 11,912 sq. ft.	$ 112.00	$ 1,344.00
Tract 20859	Planter: 33,630 sq. ft.	$ 317.00	$ 3,804.00
Tract 21113	Planter: 10,500 sq. ft.	$ 99.00	$ 1,188.00
	Turf: 1,700 sq. ft.	83.00	996.00
Tract 20715	Planter: 51,250 sq. ft.	$ 483.00	$ 5,796.00
Tract 29038	Planter: 6,243 sq. ft.	$ 59.00	$ 708.00
Zone D Southern Tracts Service Schedule Level 2 Total		$ 13,847.00	$ 166,164.00
Cost per sq. ft., per occurrence Level 2 Zone D- Tracts			$ 0.0099

PROPOSER: Mariposa Landscapes, Inc.
(Company Name)

President 3/28/12
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

D. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work, and Routine Irrigat ion Repair, include, but are not limited t o: Exhibits A and C.

1. UNIT PRICES (Includes all labor and materials)

a.	1 gal. shrub/vine/ground cover in place	@	$ 7.00	ea
b.	5 gal. shrub/vine/ground cover in place	@	$ 18.00	ea
c.	5 gal. tree in place (stakes included)	@	$ 30.00	ea
d.	15 gal. tree in place (stakes included)	@	$ 75.00	ea
e.	24" box tree in place (stakes included)	@	$ 250.00	ea
f.	36" box tree in place (stakes included)	@	$ 750.00	ea
g.	Flat of ground cover in place	@	$ 25.00	ea
h.	Fertilizer application	@	$ 0.02	/sq. ft.
i.	Planter bed mulch in place	@	$ 40.00	/cu. yd.
j.	Additional labor	@	$ 30.00	/man hour
k.	Additional irrigation technician	@	$ 45.00	/man hour

2. Irrigation repair parts for routine repairs @ cost plus 15 %.

3. Unit prices for Additi onal Landscape Areas per Exhibi t C, Section 2 s hall be as follows:

   a. Per Schedule II, Section A cost per sq. ft., per occurrence.
   Or

   b. Per Schedule II, Section B as follows:

      1. Per Schedule II, Section B, Service Schedule, Level 1, Optional Service cost per sq. ft., per occurrence.

      2. Per Schedule II, Section C, Service Schedule, Level 2, Optional Service cost per sq. ft., per occurrence.

4. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: Mariposa Landscapes, Inc.
(Company Name)

President — 3/28/12
(AUTHORIZED SIGNATURE AND TITLE) — (DATE)

II. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specif ications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said wor k in accordance with the Specifications, in the t ime and m anner therein prescribed, for the unit cost and lump sum amounts set forth in the propos al and as listed as follows. T he undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, (Schedule II) A. "Bid Schedule"):

One hundred fifty-five thousand seven hundred eighty four and 0/100 Dollars
(Dollar Amount in Words)

$ 155,784.00
(Dollar Amount in Figures)

Date: 3/28/12

Proposer: Mariposa Landscapes, Inc.
(Company Name)

By: [signature]
(Signature)

Title: President

State License Number and Classification: 592268 C-27,A,C61/D49

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF California

PRESIDENT [signature]

(Corporate Seal)

SECRET ARY [signature]

III. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is a cashier's che ck, a certified check, or a Proposal Surety Bond for 10 %, payable to the Moreno Valley Community Services District, which is deemed to consti tute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail t o execute the Contract and furnish satisfactory bonds under the co nditions and within the time s pecified in this prop osal, otherwise said cash, cashier's check, certifi ed check or Proposal Surety Bond is to be returned to the undersigned.

Dated 3/28/12

Signature of Proposer

By Terry Noriega

Address of Proposer 15529 Arrow Highway

Irwindale, CA 91706

Telephone Number of Proposer (626) 960-0196

Names and Addresses of Members of the Company:

Terry Noriega, 15529 Arrow Highway, Irwindale, CA 91706

(If a Corporation)

Signature of Proposer

By Terry Noriega

Title President

Business Address 15529 Arrow Highway

Irwindale, CA 91706

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of	California
State License Number and Classification	592268 C-27,A, C61/D49
PRESIDENT	
SECRETARY	
TREASURER	

(Corporate Seal)

V. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF)§

(NAME) Terry Noriega, affiant being first duly sworn, deposes and says:

That he or she is President of
(sole owner, partner or other proper title)

Mariposa Landscapes, Inc. the party making the
(Contractor)
foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisc losed person, partnership, company, association, organi zation, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not direc tly or indirectly ind uced or solicited any other bidder to put in a false or s ham bid, and has not di rectly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communic ation, or c onference with any one to fix the bid price of the bidder or any other bidder, or t o fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, direc tly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associatio n, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: Mariposa Landscapes, Inc.

Bidder's Address:
15529 Arrow Highway, Irwindale, CA 91706

Telephone No.: (626) 960-0196

(Signature of Bidder) President (Title)

ALL SIGNATURES MUST BE NOTARIZED

Jurat

State of California
County of Los Angeles

On, March 28, 2012, before me, Terry Noriega President – Mariposa Landscapes, Inc., Subscribed and sworn to (or affirmed) before me on this date, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.

(Seal)

ST01 R. AUSTIN
COMM. # 1832091
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires JAN. 29, 2013 ST01

Signature R. Austin
R. Austin – Notary Public # 1832091

APPENDIX A: PREVAILING WAGE DETERMINATION

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

DETERMINATION: SC-LML-2008-1
ISSUE DATE: February 22, 2008
EXPIRATION DATE OF DETERMINATION: December 31, 2008* Effective until superseded by a new determinstion issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

		Employer Payments					Straight-Time		Overtime
LOCALITY:	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2X
Imperial	$8.00	-	-	[a]0.115	0.17	-	8	[b]8.285	[b]12.285
Inyo, Mono and San Bernardino	8.00	-	-	0.30	0.17	-	8	8.47	12.47
Kern	8.00	-	-	[c]0.16	0.17	-	8	[b]8.33	[b]12.33
	10.00	-	-	[d]0.27	0.46	-	8	[b]10.73	[b]15.73
Los Angeles	8.00	0.89	-	[e]0.115	0.14	-	8	[b]9.145	[b]13.145
Orange	8.00	-	-	[f]0.11	0.11	-	8	[b]8.22	[b]12.22
Riverside	8.00	-	-	[g]0.20	0.16	-	8	[b]8.36	[b]12.36
San Diego	8.00	-	-	0.22	0.115	-	8	8.335	12.335
	8.00	-	-	0.24	0.12	-	8	8.36	12.36
San Luis Obispo	8.00	-	-	[k]0.15	0.15	-	8	8.30	12.30
	8.00	-	-	[l]0.16	0.16	-	8	8.32	12.32
Santa Barbara	8.00	-	-	[h]0.12	0.12	-	8	[b]8.24	[b]12.24
	8.00	-	-	[i]0.13	0.13	-	8	[b]8.26	[b]12.26
Ventura	8.00	-	-	0.115	0.16	-	8	8.275	12.275
	8.00	2.97	-	[j]0.19	0.26	-	8	[b]11.42	[b]15.42

Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

[a] $0.22 after 3 years of service.
[b] Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
[c] $0.31 after 2 years of service.
[d] $0.54 after 2 years of service: $0.81 after 3 years of service.
[e] $0.24 after 3 years of service: $0.37 after 7 years of service.
[f] $0.22 after 4 years of service.
[g] $0.40 after 3 years of service.
[h] $0.23 after 2 years of service.
[i] $0.27 after 2 years of service.
[j] $0.38 after 3 years of service.
[k] $0.29 after 2 years of service.
[l] $0.31 after 2 years of service.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Travel and subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

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APPENDIX B: MONTHLY LANDSCAPE SERVICES REPORT FORM

PROJECT NO._____

MONTHLY LANDSCAPE SERVICES REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT

MONTH OF _____, 20___

MAINTENANCE • DATE(S) • AREA • SERVICE TYPE: MOW/EDGE TRIM/PRUNE-WEED LITTER-IRRIGATION ETC.	FERTILIZER • DATE(S) • AREA • PRODUCT/ANALYSIS • AMOUNT/AREA • CROP	PESTICIDES • DATE(S) • PRODUCT USED • AMOUNT USED • AREA • TARGET PEST	COMPLAINTS • DATE(S) RECEIVED • AREA/LOCATION • COMPLAINT/ACTION • DATE CORRECTED • CORRECTIVE ACTION	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED • CORRECTIVE ACTION
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

APPENDIX B: WEEKLY IRRIGATION REPORT FORM

WEEKLY IRRIGATION REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT

CONTROLLER NO. _____ FOR MONTH OF _____, 20___

STATION NO. _____ PROJECT NO._____

	DATE(S) CHECKED	PROBLEM(S) IDENTIFIED	CORRECTIVE ACTIONS • DATE CORRECTED • CORRECTIVE ACTION DETAILS	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

APPENDIX C: GREENWASTE REPORT FORM

MORENO VALLEY COMMUNITY SERVICES DISTRICT
-MONTHLY GREENWASTE REPORT-
FOR

MONTH:_____ YEAR:_____

1. Source of greenwaste (Project No./Location):_____

   _____

2. Amount of greenwaste generated from above source (by weight):
   _____LBS. –or- TONS.

3. Name, address, and phone number of recycle accepting greenwaste:
   - Company Name:_____
   - Address: _____

     _____
   - Phone Number: (_____)_____

4. Amount of greenwaste-source products (mulch, compost, top dressing, and soil amendments, etc.) furnished to Project (by weight):

   _____ LBS. -or- TONS.

5. Name, address, and phone number of recycle supplying greenwaste-source products to Project (if different from No. 3 above):

   _____

   _____

   _____

6. Number of times turf mowed this month:_____

7. Number of times turf mowed without clippings caught:_____

CONTRACTOR:_____

ADDRESS:_____

PHONE:_(_____)_____

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/26/2012

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

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

PRODUCER
CDS Insurance Services
License # 0C88587
437 S. Cataract Ave. Suite 1
San Dimas CA 91773

CONTACT NAME: Pauline Riordan
PHONE (A/C, No, Ext): (909) 599-7200 FAX (A/C, No): (909) 599-2700
E-MAIL ADDRESS: pollyr@cdsinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Wausau Underwriters Ins Co A(XV)CA	
INSURER B: Scottsdale Ins Co A+(XV)CA	
INSURER C: Endurance American Specialty A(XV)CA	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Mariposa Landscapes Inc.
Mariposa Landscapes Arizona, Inc.
15529 Arrow Highway
Irwindale CA 91706

COVERAGES CERTIFICATE NUMBER: 12-13 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			YVJ-Z91-456651-022	4/1/2012	4/1/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			~~ASJ-Z91-456651-012~~	4/1/2012	4/1/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			XLS0081146	4/1/2012	4/1/2013	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Contractors Pollution Liability			ECC101014313-00	4/1/2012	4/1/2013	$1,000,000 Limit $1,000,000 General Aggregate	

RISK MANAGEMENT
Approved
By Date

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Project No. DSG-2/12-13-Maintenance of Landscaping and Irrigation
City of Moreno Valley, Moreno Valley Community Services District (CSD) and the Moreno Valley Housing Authority (MVHA), their officers, employees and agents are named as additional insured per the attached endorsement LG 31 80 09 07 and includes primary wording.
*revised from 6/25/12

CERTIFICATE HOLDER
City of Moreno Valley
14177 Frederick Street
PO Box 88005
Moreno Valley, CA 92552

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Chuck Swan/MELANI

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Policy Number YVJ-Z91-456651-022
Issued by WAUSAU UNDERWRITERS INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIBERTY DirectSolutions for Contractors

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement modifies insurance by broadening the insurance provided by CG 00 01.

Index of modified items:

Item 1. REASONABLE FORCE
Item 2. NON-OWNED WATERCRAFT EXTENSION
Item 3. ALIENATED PREMISES
Item 4. PROPERTY IN YOUR CARE, CUSTODY OR CONTROL
Item 5. DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE
Item 6. BODILY INJURY TO CO-EMPLOYEES
Item 7. HEALTH CARE PROFESSIONALS AS INSUREDS
Item 8. NEWLY FORMED OR ACQUIRED ENTITIES
Item 9. BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION - MANAGERS OR LESSORS OF PREMISES
Item 10. EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION (FOR INSTALLATION EXPOSURES)
Item 11. BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION - PERSON OR ORGANIZATION
Item 12. ADDITIONAL INSURED - ARCHITECTS, ENGINEERS OR SURVEYORS
Item 13. ADDITIONAL INSURED - STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS
Item 14. ADDITIONAL INSURED AND WAIVER OF SUBROGATION - LESSOR OF LEASED EQUIPMENT
Item 15. KNOWLEDGE OF OCCURRENCE
Item 16. UNINTENTIONAL ERRORS AND OMISSIONS
Item 17. BODILY INJURY REDEFINITION
Item 18. MOBILE EQUIPMENT REDEFINITION
Item 19. SUPPLEMENTARY PAYMENTS
Item 20. LIBERALIZATION

These changes broaden the policy sections described unless differing language is separately endorsed to the coverage part.

Item 1. REASONABLE FORCE

Exclusion a. of Coverage A is replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Item 2. NON-OWNED WATERCRAFT EXTENSION

Subparagraph g.(2) of Exclusion g. of Coverage A (Section I - Coverages) is replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 55 feet long; and

(b) Not being used for public transportation or as a common carrier.

Item 3. ALIENATED PREMISES

1. Subparagraph j.(2) of Exclusions of Section I - Coverages - Bodily Injury And Property Damage Liability is replaced by the following:

(2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises, and occurs from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

Item 4. PROPERTY IN YOUR CARE, CUSTODY OR CONTROL

1. Subparagraphs (3) and (4) of Exclusion j. of Coverage A. do not apply except to:

(a) Borrowed equipment; or

(b) "Property damage" to property in your care, custody and control while in transit.

This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

2. Limits of Insurance

Subject to Paragraphs 2., 3., and 5. of Section III - Limits Of Insurance, the most we will pay for insurance provided by Paragraph 1. above is:

$10,000 Each Occurrence Limit

$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence."

The Aggregate Limit is the most we will pay for the sum of all occurrences covered by this provision.

Item 5. DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE

A. Fire, Lightning Or Explosion Damage

The last paragraph of 2. Exclusions under Section I - Coverage A is replaced by the following:

Exclusions c. through n. do not apply to damage to premises rented to you or temporarily occupied by you with permission of the owner when the damage is caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage. A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

B. Limits for Damage to Premises Rented to You

Paragraph 6. of Section III - Limits of Insurance is replaced by the following:

Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for any combination of:

(a) Damage caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage to premises rented to you, or temporarily occupied by you with permission of the owner; and

(b) "Property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

Item 6. BODILY INJURY TO CO-EMPLOYEES

1. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs 2.a.(1)(a), (b) and (c) of Section II - Who Is an Insured do not apply to your supervisory or management "employees" for "bodily injury" only.

2. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs 2.a.(1)(a), (b) and (c) of Section II - Who Is an Insured do not apply to your "employees" or "volunteer workers" for "bodily injury" arising out of a Good Samaritan act to a co-"employee" or co-"volunteer worker." A Good Samaritan act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

Item 7. HEALTH CARE PROFESSIONALS AS INSUREDS

Paragraph 2.a. (1) (d) of Section II - Who Is An Insured is deleted unless:

(i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or

(ii) The "employee" has any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Item 8. NEWLY FORMED OR ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization, other than a joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.

a. Coverage under this provision is afforded only until:

i. The 180th day after you acquire or form the organization; or

ii. Separate coverage is purchased for the organization; or

iii. The end of the policy period,

whichever is earlier.

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any past partnership, current or past joint venture or past limited liability company that is not shown as a Named Insured in the Declarations.

Item 9. BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION - MANAGERS OR LESSORS OF PREMISES

A. Section II - Who Is An Insured is amended to include as an insured any manager or lessor of premises leased by you in which the written lease agreement obligates you to procure additional insured coverage, provided that:

1. The "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and

2. The written agreement is in effect at the time of the "bodily injury", "property damage", "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your employees, your agents, or your subcontractors. There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. **Waiver Of Subrogation**

For any additional insured that obtains insured status on this policy through Paragraph A. above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. **Exclusions**

This insurance does not apply to:

1. Any "occurrence" that takes place after you cease to be a tenant in that premises.

2. Any construction, renovation, demolition or installation operations performed by or on behalf of the additional insured.

3. Any premises for which coverage is excluded by endorsement.

D. **Other Insurance**

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 10. EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION (FOR INSTALLATION EXPOSURES)

A. Section II - Who Is An Insured is amended to include as an insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, provided that:

1. The "bodily injury," "property damage," or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the written agreement; and

2. The written agreement is in effect at the time of the "bodily injury," "property damage," or "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury," or "property damage," "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through Paragraph **A.** above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply:

1. To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

   b. Supervisory, inspection, architectural or engineering activities.

2. To "bodily injury" or "property damage" that occurs during the ongoing operations of a project where you have purchased an Owners & Contractors Protective Liability or Railroad Protective Liability Policy for the additional insured.

3. When coverage is available under a consolidated (wrap up) insurance program in which you are involved.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 11. BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION - PERSON OR ORGANIZATION

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with premises owned by you

provided that:

(a) The "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and

(b) The written agreement is in effect at the time of the "bodily injury", "property damage", "personal injury" or "advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through Paragraph A. above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

1. Any premises or equipment leased to you.

2. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 12. ADDITIONAL INSURED - ARCHITECTS, ENGINEERS OR SURVEYORS

A. Section II - Who Is An Insured is amended to include as an additional insured any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In connection with your premises; or

2. In the performance of your ongoing operations.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

Item 13. ADDITIONAL INSURED - STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS

Section II - Who Is An Insured is amended to include as an additional insured any state, municipality or political subdivision with respect to any operations performed by you, or on your behalf, for which the state, municipality or political subdivision has issued a permit.

However, this insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision; or

2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or

3. "Bodily injury," "property damage" or "personal and advertising injury," unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 14. ADDITIONAL INSURED AND WAIVER OF SUBROGATION - LESSOR OF LEASED EQUIPMENT

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when the agreement with you for such leased equipment ends.

B. **Waiver of Subrogation**

For any additional insured that obtains insured status on this policy through Paragraph A. above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

C. **Other Insurance**

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 15. KNOWLEDGE OF OCCURRENCE

Subparagraphs **2.a., b.** and **c.** of Condition **2.** Section **IV** - Commercial General Liability Conditions are amended to add the following:

As used in this paragraph, the word "you" refers to an "executive officer", partner, member or legal representative, and any other "employee" with insurance or risk management responsibilities.

Item 16. UNINTENTIONAL ERRORS AND OMISSIONS

Paragraph **6.** of Section **IV** - Commercial General Liability Conditions is amended to add the following:

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this policy will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non renewal.

Item 17. BODILY INJURY REDEFINITION

The definition of "bodily injury" in Section V - Definitions section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish, which results at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or distress.

Item 18. MOBILE EQUIPMENT REDEFINITION

Paragraphs **12.f.(1) (a) (b)** and **(c)** of Section V - Definitions do not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

Item 19. SUPPLEMENTARY PAYMENTS

Section I - Coverages, Supplementary Payments - Coverages **A** and **B**, Items **1.b.** and **1.d.**, respectively, are replaced with:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to $500 a day because of time off from work.

Item 20. LIBERALIZATION

Section IV - Commercial General Liability Conditions is amended to add the following:

10. Liberalization

If we adopt a change in our forms or rule which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/15/2012

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

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

PRODUCER
Kelley, Jiggins & Assoc.
Insurance Brokers
PO Box 60310
Pasadena, CA 91116-6310

CONTACT NAME:
PHONE (A/C, No, Ext): 626.396.1035 FAX (A/C, No): 626.396.1045
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Security National Insurance	19879
INSURER B: A(X)OA	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED Mariposa Landscapes, Inc.
15529 Arrow Highway
Irwindale, CA 91706

COVERAGES CERTIFICATE NUMBER: 2012-2013 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SWC1009069	04/01/2012	04/01/2013	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Project No. DSG-2/12-13 - Maintenance of Landscaping and Irrigation

30 days cancellation except 10 days for non-payment of premium

Approved
By 8-1-12 Date

CERTIFICATE HOLDER

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Ronald Jiggins

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ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD

Item No. B.5

MV00201365

D. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work, and Routine Irrigat ion Repair, include, but are not limited t o: Exhibits A and C.

1. UNIT PRICES (Includes all labor and materials)

a. 1 gal. shrub/vine/ground cover in place	@	$ 7.00	ea
b. 5 gal. shrub/vine/ground cover in place	@	$ 18.00	ea
c. 5 gal. tree in place (stakes included)	@	$ 30.00	ea
d. 15 gal. tree in place (stakes included)	@	$ 75.00	ea
e. 24" box tree in place (stakes included)	@	$ 250.00	ea
f. 36" box tree in place (stakes included)	@	$ 750.00	ea
g. Flat of ground cover in place	@	$ 25.00	ea
h. Fertilizer application	@	$ 0.02	/sq. ft.
i. Planter bed mulch in place	@	$ 40.00	/cu. yd.
j. Additional labor	@	$ 30.00	/man hour
k. Additional irrigation technician	@	$ 45.00	/man hour

2. Irrigation repair parts for routine repairs @ cost plus 15 %.

3. Unit prices for Additi onal Landscape Areas per Exhibi t C, Section 2 s hall be as follows:

   a. Per Schedule II, Section A cost per sq. ft., per occurrence.
   Or

   b. Per Schedule II, Section B as follows:

      1. Per Schedule II, Section B, Service Schedule, Level 1, Optional Service cost per sq. ft., per occurrence.

      2. Per Schedule II, Section C, Service Schedule, Level 2, Optional Service cost per sq. ft., per occurrence.

4. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: Mariposa Landscapes, Inc.
(Company Name)

President — 3/28/12
(AUTHORIZED SIGNATURE AND TITLE) — (DATE)

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MV00201367

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: May 14, 2013

TITLE: FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION IN PROJECT NO. E-2/09

RECOMMENDED ACTION

Recommendations:

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD Board: Approve the First Amendment to the Independent Contractor Agreement ("Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-2/09, ("First Amendment to the Agreement for E-2/09") with Tropical Plaza Nursery, Inc., 9642 Santiago Boulevard, Villa Park, CA 92861 for the E-2 (Hidden Springs) area.

2. Authorize the City Manager to execute the First Amendment to the Agreement for E-2/09 with Tropical Plaza Nursery, Inc.

3. Authorize an adjustment in the purchase order (PO) to Tropical Plaza Nursery, Inc., for an increase of $18,000.00 when the First Amendment to the Agreement for E-2/09 has been signed by all parties.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services. Zone E (extensive landscape maintenance), provides landscape maintenance services at full or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 Stoneridge Ranch), E-14 Mahogany Fields, E-15 (Celebration), and E-16 (Shadow Mountain).

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors who perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement for landscape maintenance or other related specialty services, such as backflow testing, repair and replacement.

The Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. "Base services" include: mowing, edging and trimming of turf grass areas, pruning and trimming of shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes and groundcovers, and pesticide applications. Base services are performed on a scheduled rotation basis.

"Additional work" is unanticipated, extra services that may be required and can include added square footage to a service area at a pre-stated unit cost during the contracting term. Additional work services may include, but is not limited to, irrigation repairs, labor and materials, additional plant materials, fertilizer applications, and/or mulching, as allowed per Exhibit E of the Agreement (See Attachment 3 – Additional Work Price List) or provided as a supplementary proposal for specialty services. While efforts are made to anticipate additional, unexpected or emergency work at the beginning of a contracting term, extra work and/or acceptance of additional service areas can occur which requires the Agreement to be amended to include the costs associated with any added additional work that may be required prior to the end of the term of the Agreement.

DISCUSSION

E-2/09 is the CSD landscape maintenance Agreement ("Agreement") that covers the CSD maintained landscape services areas (parkways, medians and open space (paseao) areas) of Zone E-2 (Hidden Springs). Service levels for E-2 are consistent with the terms of the CSD Zone E (Extensive Parkway Landscape Maintenance) Service Plan Policy, (the "Policy") as adopted by the CSD Board on September 25,

2007, and amended on April 26, 2011, which includes General Service Level Guidelines for Standard Maintenance Service, which is applied to the parkways and medians of E-2, and an adjusted reduced level of maintenance service for the paseao areas, which is consistent with the Policy and Zone E-2 funding.

The Agreement as extended for fiscal year (FY) 2012/13 was authorized in the NTE amount of $98,619.92 ($73,219.92 for base maintenance services and $25,400.00 for additional work).

Due to budgetary constraints, staffing reductions were necessary in the Special Districts Division during FYs 2011/12 and 2012/13. In FY 2012/13 tasks normally performed by field personnel, including certain weed abatement, irrigation, and plant replacement services had to be transitioned to the Contractor in order to keep up with the workload. As a result of this change, the Agreement's additional work allocation is in need of an increase from $25,400.00 to $43,400.00 (an $18,000.00 increase) to cover the cost of additional, labor and materials, to perform weed abatement and potential plant replacements.

This First Amendment to the Agreement for E-2/09 will increase the additional work cost by a net increase of $18,000.00. This adjustment is consistent with the additional work unit costs identified in the Agreement. Approval of the First Amendment to the Agreement for E-2/09 will increase the NTE amount to $116,619.92 ($73,219.92 for base maintenance services and $43,400.00 for additional work) for FY2012/13.

ALTERNATIVES

1. Approve the First Amendment to the Agreement for E-2/09 with Tropical Plaza Nursery for E-2/09 in the form attached hereto to provide continuation of landscape maintenance and maintenance related services to Zone E-2 (Hidden Springs), authorize the City Manager to execute said First Amendment to the Agreement for E-2/09 with Tropical Plaza Nursery, Inc., and authorize an increase in the purchase order to Tropical Plaza Nursery, Inc., in the amount of $18,000.00. *By selecting this alternative the CSD Board will prevent interruptions in landscape maintenance services and allow for the necessary funding of additional work to be performed within those CSD landscaped service areas for the 2012/13 fiscal year.*

2. Do not approve the First Amendment to the Agreement for E-2/09 with Tropical Plaza Nursery for E-2/09 in the form attached hereto provide continuation of landscape maintenance and maintenance related services to Zone E-2 (Hidden Springs), do not authorize the City Manager to execute said First Amendment to the Agreement with Tropical Plaza Nursery, Inc., and do not authorize an increase in the purchase order to Tropical Plaza Nursery, Inc., of $18,000.00. *By selecting this alternative, the CSD Board may allow for a lapse in necessary additional maintenance services to be provided and compensated for in the Zone E-2 (Hidden Springs) landscaped areas.*

FISCAL IMPACT

CSD Zone E is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills to pay for parkway, median, and open space landscape maintenance and associated landscape maintenance related services. **These actions will not impact the City's General Fund.**

The following table represents the Adjustment to be made in the General Ledger Account to the Zone E budget to accommodate the First Amendment to the Agreement for E-2/09 for landscape maintenance services.

Contractor	GL Account	Base Agreement Amount	2012/13 Additional Work Agreement Amount	2012/13 Agreement Total	2012/13 Net Adjustments	2012/13 Amended Agreement Total
Tropical Plaza Nursery, Inc.	5013-30-79-25708-620910	$ 73,219.92	$ 25,400.00	$ 98,619.92	$ 18,000.00	$ 116,619.92

CITY COUNCIL GOALS

Community Image and Positive Environment:

By approving the Amendments to the Agreements as listed herein, the CSD Board will allow for the promotion of a positive environment through continued maintenance of parkways and medians.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1 – First Amendment to the Agreement for E-2/09

Attachment 2 – Agreement for E-2/09 for FY 2009/10, and Extensions to the Agreement for E-2/09 for FYs 2010/11, 2011/12, and 2012/13

Attachment 3 – Additional Work Price List

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00201373

FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT MORENO VALLEY COMMUNITY SERVICES DISTRICT PROJECT NO. E-2/09 HIDDEN SPRINGS

This First Amendment to the Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT, a municipal corporation, hereinafter referred to as "CSD," and Tropical Plaza Nursery, Inc., a California Corporation hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for PROJECT E-2/09, hereinafter referred to as "Agreement," dated March 10, 2009; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform maintenance of landscaping and irrigation of the landscaped parkways, medians, and open spaces for E-2 (Hidden Springs) as provided in the Agreement; and,

WHEREAS, an extension agreement was entered into on May 5, 2010, for the 2010/11 Fiscal Year ("FY"), the "First Extension Agreement"; and,

WHEREAS, an extension agreement was entered into on June 1, 2011 for the 2011/12 FY, the "Second Extension Agreement"; and,

WHEREAS, E-2 costs for electricity, water, irrigation replacement components, and similar maintenance related components and utilities increased the overall maintenance costs to E-2 and no additional revenues were approved by E-2 property owners to accommodate the increased costs; and,

FIRST AMENDMENT TO THE AGREEMENT
FOR THE INDEPENDENT CONTRACTOR AGREEMENT
PROJECT E-2/09

WHEREAS, to prevent an interruption in maintenance services, in accordance with Exhibit A, 2 b., of the Agreement, a revision to the work schedule was proposed by the Contractor to modify the frequency of maintenance service to the open space (paseao) areas to accommodate the necessity to reduce the cost of the Agreement to a level consistent with E-2 available funds.

WHEREAS, an extension agreement was entered into on June 20, 2012 for the 2012/13 FY, the "Third Extension Agreement", which reflected the full service of the parkway areas and reduced irrigation technician services of the open space areas; and,

WHEREAS the Third Extension Agreement was authorized in the not-to-exceed (NTE) amount of $98,619.92 ($65,940.00 for base maintenance services of the parkways and medians, and $7,279.92 for Irrigator Technician services for the open space areas to be paid at a rate of $6,101.66 per month, one month in arrears and $25,400.00 for additional work); and,

WHEREAS, the amount of additional work that has been identified is greater than anticipated when the Third Extension Agreement was entered into, which will require an increase in the Third Extension Agreement's additional work allocation from $25,400.00 to $43,400.00, to cover the cost of additional services to be performed or provided by the Contractor, which includes but is not limited to labor and materials, to perform weed abatement of 3,308,892 sq. ft. (more than 75 acres) of open space area.

WHEREAS, it is desirable to amend the Third Extension Agreement, to increase the amount from $98,619.92 to $116,619.92 to cover the additional costs of services, at the unit prices as listed in Exhibit E, Schedule II., letter A. of the Agreement.

FIRST AMENDMENT TO THE AGREEMENT
FOR THE INDEPENDENT CONTRACTOR AGREEMENT
PROJECT E-2/09

SECTION 1 AMENDMENT to the THIRD EXTENSION AGREEMENT:

1.1 Amend the Additional Work Amount of the Third Extension Agreement, Section 5., from twenty-five thousand four hundred and 00/100 dollars ($25,400.00) to forty-three thousand four hundred and 00/100 dollars ($43,400.00) to accommodate additional labor and material costs associated with weed abatement services for the open space areas of E-2.

SECTION 2

2.1 Except as otherwise specifically provided in this First Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO THE AGREEMENT
FOR THE INDEPENDENT CONTRACTOR AGREEMENT
PROJECT E-2/09

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District

Date: _____

Contractor: Tropical Plaza Nursery, Inc.

By: _____
Title: (President or Vice President)

Date: 5-2-13

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: 5-2-13

Affix Corporate Seal Below
(If applicable)

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/7/2013

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

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

PRODUCER
Landscape Contractors (Lic#0755906)
Insurance Services, Inc.
1835 N. Fine Avenue
Fresno CA 93727

CONTACT NAME: Debbie Cerkueira
PHONE (A/C, No, Ext): (559) 650-3555 FAX (A/C, No): (559) 650-3558
E-MAIL ADDRESS: dcerkueira@lcisinc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ARCH Insurance Company	11150
INSURER B: Firemans Fund Ins Co	21873
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F: Revises previous certs	

INSURED
Tropical Plaza Nursery, Inc.
9642 Santiago Blvd.
Villa Park CA 92861

COVERAGES CERTIFICATE NUMBER: 13-14 Pkg & Umbrell REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X $500 PD DED GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			LCPKG0143104	2/14/2013	2/14/2014	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			SSE 000 6782 2355	2/14/2013	2/14/2014	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: All landscape operations performed by or on behalf of the named insured.
Primary Insurance: Blanket Additional Insured per Attached 00GL0434000108
The City of Moreno Valley, The City of Moreno Valley Community Services District and the Moreno Valley Housing Authority, their officers, employees and agents (Excluding Professional Liability) are named as additional insured This revises certificate dated 03-14-2013

CERTIFICATE HOLDER

The City of Moreno Valley, The City of Moreno Valley Community Services District the Moreno Valley Housing Authority,
P.O. Box 88005
Moreno Valley, CA 92552-0805

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

D Cerkueira/KSAENZ

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED PROTECTION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any organization or person required to be named as an additional insured pursuant to a written contract or agreement.

The insurance provided by this endorsement is subject to the following:

a. This insurance does not apply to any person or organization not specifically approved by us as an additional insured.

b. Any insurance afforded an additional insured under this endorsement shall not begin before the date that the person or organization is approved by us as an additional insured.

c. ,The Limits of Insurance under this insurance, which are listed in the Declarations of this policy, shall not be increased, regardless of the number of additional insureds, or the limits specified in the contract or agreement.

d. Any coverage that is not provided under an additional insured's liability insurance policy for your acts, errors, or omissions is also not provided under this insurance.

e. With respects to the additional insured, this insurance does not apply to: 1. "Property Damage" to "your product" arising out of it or any part of it. 2. "Property Damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard". 3. Liability for "Property Damage" or "Bodily Injury" for acts, errors, omissions of an additional insured.

f. If required under written contract, this insurance will apply to an additional insured as primary insurance and other insurance which may be available to such additional insured shall apply on an excess basis.

g. If required by a written contract, we waive our right to recovery against any additional insured because of payments we make for injury or damage arising out of your ongoing operations, or "your work" done under a contract with that additional insured and included in the "products completed operations hazard".

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: N/A

Policy Number: LCPKG0143104

Named Insured: Tropical Plaza Nursery, Inc.

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date: 02-14-2013

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/7/2013

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

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PRODUCER
Landscape Contractors (Lic#0755906)
Insurance Services, Inc.
1835 N. Fine Avenue
Fresno CA 93727

CONTACT NAME: Debbie Cerkueira
PHONE (A/C, No. Ext): (559) 650-3555 FAX (A/C, No): (559) 650-3558
E-MAIL ADDRESS: dcerkueira@lcisinc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Surety Corporation	21881
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Tropical Plaza Nursery, Inc.
9642 Santiago Blvd.
Villa Park CA 92861

COVERAGES CERTIFICATE NUMBER: 13-14 WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A		WC 81010633	4/1/2013	4/1/2014	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: All landscape operations performed by or on behalf of the named insured.
This revises certificate dated 03-29-2013

CERTIFICATE HOLDER

The City of Moreno Valley, The City of
Moreno Valley Community Services District
Moreno Valley Housing Authority,
P.O. Box 88005
Moreno Valley, CA 92552-0805

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

D Cerkueira/KSAENZ

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05 /06 /2013

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PRODUCER
VANCE ORAND STATE FARM INSURANCE AGENCY INC.
220 S TUSTIN ST
ORANGE, CA 92866

CONTACT NAME:
PHONE (A/C, No, Ext): 714-639-6616 FAX (A/C, No): 714-997-5103
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TROPICAL PLAZA NURSERY INC.
9642 SANTIAGO BLVD.
VILLA PARK, CA 92867-2521

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			F60-0202-F05-75I	12/05/2012	12/05/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	X ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X Addl Insure / X DESIGNAT							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N						E.L. EACH ACCIDENT	$
	(Mandatory in NH) N / A						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	FLEET POLICY			F60-0202-F05-75I	12/05/2012	12/05/2013		

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

** THEIR OFFICERS, EMPLOYEES AND AGENTS ARE NAMED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER

THE CITY OF MORENO VALLEY, THE CITY OF MORENO VALLEY COMMUNITY SERVICES DISTRICT AND THE MORENO VALLEY HOUSING AUTHORITY**
PO BOX 880055 MORENO VALLEY, CA 92705

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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1001486 132849.6 11-15-2010

Item No. B.6

MV00201381

MORENO VALLEY COMMUNITY SERVICES DISTRICT
PROJECT E-2/09
HIDDEN SPRINGS

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement, effective as of the day signed by the Mayor, acting in the capacity of President to the Moreno Valley Community Services District, is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name: Tropical Plaza Nursery, Inc.
Address: 9642 Santiago Blvd.
City: Villa Park State: CA Zip: 92861
Business Phone: (714) 998-4100 Fax No.: (714) 998-4788
Other Contact Number: N/A
Social Security Number: N/A
Business License Number: # 06783
Federal Tax I.D. Number: # 95-3773961
Contractors' License Number & Classification: # 519398/Class C-27

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of service, performance specifications, and/or additional terms and conditions are described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The District's responsibility, other than payment, is described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contractor Starting Date is 7-1-2009 and the Contractor Ending Date is 6-30-2010. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays

beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal submittal documents, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. **STANDARD TERMS AND CONDITIONS:**

A. Control of Work. Except for compliance with specifications and performance standards provided for in Exhibit "A," Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide any training to Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the City, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$500,000 per occurrence/ $500,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, RDA, and the District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than $500,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.
By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement

may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

J. Termination.
   a. Either party may terminate this Agreement upon breach of the Agreement by the other party. In the event the District terminates the Agreement, the Contractor shall perform no further services under the Agreement unless the notice of termination authorizes such further work.
   b. The District may terminate this Agreement without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractors time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Agreement. No officer or employee of the District or City shall have any financial interest in this Agreement in violation of federal, state, or local law.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served

personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor:

Tropical Plaza Nursery, Inc.
9642 Santiago Blvd.
Villa Park, CA 92861
(714) 998-4100
[Telephone number]
(714) 998-4788
[Fax number]

With a copy to:

_____
[Attorney for Contractor, if applicable]

_____
[Street Address]

_____
[Post Office Box, if applicable]

_____
[City, State, Zip Code]

_____
[Telephone number]
( )_____
[Fax number]
( )_____

To CSD:

MORENO VALLEY COMMUNITY SERVICES DISTRICT
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Stuart Sheldon
Telephone number: (951) 413-3480
Fax Number: (951) 413-3498

With a copy to:

City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: (951) 413-3036
Fax number: (951) 413-3034

PROJECT E-2/09
INDEPENDENT CONTRACTOR AGREEMENT

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

Moreno Valley Community Services District

BY: _____
Mayor, acting in the capacity of President to the Moreno Valley Community Services District

3/10/09
Date

Tropical Plaza Nursery, Inc.

BY: _____

TITLE: President
(President or Vice President)

10/14/08
Date

BY: _____

TITLE: Secretary
(Corporate Secretary)

10/14/08
Date

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

5 MAR 2009
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

3/2/09
Date

Item No. B.6

PROJECT NO. E-2/09
EXHIBIT A

1. SCOPE OF WORK

a. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Contract Exhibit A.

b. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf and shrub areas designated hereunder; regularly maintain and prune trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

c. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

d. The Contractor shall be responsible for carefully reviewing the site(s), and verifying that all areas include the square footage noted for each location of proposed work. The Contractor shall not be relieved of his or her liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Specifications, and the actual conditions revealed during the examination of the locations of the proposed work.

2. SCHEDULING OF WORK

a. The Contractor shall adhere to the facilities, equipment and staffing schedule, and monthly and annual work schedules submitted as a part of Contractor's bid, and incorporated herein by this reference. These schedules, and any approved revisions thereto, shall be used by the District as a basis for determining Contractor's satisfactory performance.

b. Revisions to facilities, equipment, staffing, or monthly and annual work schedules shall not be implemented without the prior written approval of the Director. The Contractor shall submit proposed revisions to

equipment and staffing, or monthly and annual work schedules in writing to the District at the address as set forth in Section N. of the Agreement, at least ten (10) working days prior to commencing work per the proposed revisions.

c. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

d. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

e. The Contractor shall notify the Director in writing at least five (5) days prior to the date and time of all "Specialty" type maintenance operations, which shall include, but are not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended methods of execution, materials to be used, and the dates for commencement, and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

f. When inclement weather renders performance per approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor shall adjust his work force in order to accomplish those work items not affected by weather, and shall contact District field staff to inform them of said alternate work assignments. Failure to so advise the District may be cause for assessment of non-performance penalties, per Exhibit C, Section 4.

g. For the purposes of this Contract, "Working Days" shall be Mondays through Fridays. The hours of maintenance service shall be 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule approved the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veterans' Day	November 11
Thanksgiving	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas	December 25

If a holiday falls upon a Sunday, the following Monday shall be the date the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, contractor shall submit a proposed make-up day for the Director's approval.

3. FUNCTIONS AND RESPONSIBILITIES

a. The Director and Contractor shall conduct an inspection of all sites covered under this Agreement as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Agreement. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

b. The Contractor shall maintain on an ongoing basis a monthly log that records all work performed by Contractor. Said log shall be in a form and content acceptable to the Director (see Contract Documents, Appendix B), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

c. The Contractor shall perform at least one maintenance inspection weekly during daylight hours of all sites. Such inspection shall be both visual and operational, including but not limited to, operation of all automatic irrigation

systems to check for proper condition, and reliability. Additionally, the Director may require Contractor to attend meetings with District field staff at some fixed interval to review Contractor's operations, and schedule such future work as may be ordered by the Director. Failure to conduct said weekly inspections or attend regularly scheduled meetings, may result in the assessment of non-performance penalties per Exhibit C., Section 4.

d. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in Contractor's firm name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Section 3., paragraph e. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, two-way radio, pager, or car phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service, and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

e. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at <u>any</u> time:

1. City Manager
2. Director of Public Works
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Landscape Districts Program Manager
7. Senior Landscape Services Inspector
8. Landscape Services Inspector
9. Street Maintenance Supervisor

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2., paragraphs a. and b., unless said emergency is determined to have been caused by an act or omission attributable to Contractor.

4. CONTRACTOR'S STAFF

a. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

b. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper and efficient manner at all times, and shall cause the least possible inconvenience to the public.

c. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the District.

d. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to proper shoes, other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements, and wearing of proper clothing.

Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

e. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards, and its branch offices.

6. COMPLAINTS

a. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3., paragraph a.

b. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above.

c. In addition to the provisions of Section 6., paragraph a. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

a. The Contractor agrees to perform all work outlined in these Specifications in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements

including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

b. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2003 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between 3:30 p.m. and 6:00 p.m.

c. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

d. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) days following the occurrence.

e. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3. of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section of the General Provisions may result in contract termination, per Agreement, Section J.

8. USE OF CHEMICALS

a. Before the beginning of the contract period, the Contractor shall submit a list of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals approved by the State of California Department of Food and Agriculture, and shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS).

b. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.

d. Contractor shall report all fertilizers and pesticides used in performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3., paragraph b. above. This report shall include: date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of contract. By submitting a proposal, the Contractor certifies to the City that he has trained his employees and subcontractors, if any, for Urban Runoff Management, and included sufficient sums in his base compensation proposal amount to cover such costs of said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

a. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the period of work on this contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

b. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

a. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this contract, as required by California Labor Code Section 1776.

b. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

c. The District may withhold from Contractor's progress payments the penal sum of $25.00 per calendar day (or portion thereof) for each workman employed in connection with this contract should Contractor, or any

subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

a. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

b. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

a. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

b. Repairs made to sites and site appurtenances that are damaged as a result of Acts of God, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2., paragraphs a. and b.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

PROJECT E-2/09
TECHNICAL PROVISIONS - LANDSCAPE

1. TREE CARE

a. All trees are to be maintained in a manner that will promote normal, healthy growth.

b. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2., paragraphs a., and b.

c. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

d. Any tree shall be pruned at any time in order to:

1. Remove dead, diseased, or damaged branches;

2. Remove unwanted encroachments into public and/or utility rights-of-way;

3. Correct any condition which the Director has deemed to be hazardous.

e. Trees up to eighteen feet (18') in height shall:

1. Be pruned to enable successful adaptation to their particular site situation;

2. Have no more than one-third (1/3) of living branches removed annually;

3. Be fertilized only as directed by District field staff.

f. Trees over eighteen feet (18') in height shall:

1. Be inspected annually;

2. Pruned and/or trimmed as necessary to maintain proper site orientation;

3. Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

4. Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

g. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order;

2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

h. The following practices shall <u>not</u> be allowed:

1. Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

3. Use of pruning paint/pruning compound/wound dressing;

4. Use of climbing spurs or gaffs.

i. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

j. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodgepole-type stakes is the minimum District standard.

k. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

l. Pest control: See <u>Technical Provisions – Pesticide Use</u>, Section 3., paragraphs a. through d., below.

2. SHRUB CARE

a. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

b. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

c. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

d. Any shrub shall be pruned and/or trimmed at any time in order to:

1. Remove dead, diseased, or damaged branches;

2. Remove unwanted encroachments into public and/or utility rights-of-way;

3. Correct any condition which the Director has deemed to be hazardous.

e. Shrubs shall be pruned:

1. To enable successful adaptation to their particular site situation;

2. Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

3. As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

f. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order;

2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

g. The following practices shall not be allowed:

1. Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") will be done only when authorized by the Director on a site-specific basis.

2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

3. Use of pruning paint/pruning compound/wound dressing.

h. Fertilization: See Technical Provisions - Fertilization, Section 1., paragraphs a. through e., below.

i. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a., b., c., and d.

3. GROUND COVER CARE

a. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

b. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

c. Ground covers shall be pruned/trimmed at any time in order to:

1. Remove dead, diseased, or damaged branches/crowns;

2. Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

3. Correct any condition which the Director has deemed to be hazardous.

d. Ground covers shall be pruned/trimmed/renovated:

1. To enable successful adaptation to their particular site situation;

2. In accordance with accepted practices for the particular species in question;

3. As often as is necessary to accomplish the results intended in paragraphs 1. and 2. above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

e. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order;

2. Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

f. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

g. Fertilization: See Technical Provisions - Fertilization, Section 1., Paragraphs a. through e.

h. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a., b., c., and d.

4. WEED CONTROL

a. All weeds shall be continuously controlled at all sites.

b. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

c. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; non-landscaped portions of sites, as determined by the Director.

d. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

e. Chemical weed control: See Technical Provisions – Pesticide Use, Section 3., paragraph a.

f. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

5. IRRIGATION

a. All landscape sites shall at all times receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

b. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3.-Functions and Responsibilities, paragraph c., above. Said maintenance shall include, but not limited to: visual and operational inspections one (1) time per week; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

The Contractor is required to furnish a full-time (40 hours/week-52 weeks/year) irrigation technician/specialist, equipped with a truck, and the tools, equipment, and materials necessary to fulfill these irrigation specifications.

c. For the purposes of these Special Provisions, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties up to the amount of 11 percent of the Contractor's monthly base price as set forth in Exhibit C., Section 1., paragraph b. Repairs due to vandalism, theft, and acts or omissions by third parties in excess of the above indicated amount may be billed as Additional Work, per Exhibit C., Section 2., paragraph a.

d. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

e. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

f. Automatic irrigation systems shall:

1. Be inspected for, and repaired as necessary to ensure, proper operation, and coverage not less than one (1) time per week;

2. Be turned off during periods of rainfall, or as directed by District field staff;

3. Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

g. Manually operated irrigation systems shall:

1. Be operated only when Contractor's personnel are present on site;

2. Be inspected for, and repaired as necessary to ensure proper operation, and coverage not less than at each time of operation;

3. Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

h. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

i. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. DEBRIS/LITTER

a. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

b. Contractor shall make a minimum of one (1) visitation per week of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walks the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of this condition.

c. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

d. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2., paragraphs a. and b.

e. The Contractor shall dispose of all debris and litter as described in paragraphs a. and b. above off-site, and in a legal manner.

f. The Contractor shall notify the Director **immediately** whenever suspected hazardous waste materials are discovered on service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

g. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

7. GREENWASTE RECYCLING

a. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

b. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.)removed from contract sites by the Contractor, or any subcontractors thereunder, in performance of contract's Scope of Work.

c. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

d. The Contractor shall submit a Monthly Greenwaste Report (see Contract Documents-Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities, paragraph b., above. The Contractor shall provide responses to all information

requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

e. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

PROJECT E-2/09

TECHNICAL PROVISIONS - FERTILIZATION

1. SHRUB & GROUND COVER FERTILIZATION

a. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Apps.	Type of Fertilizer	Rates per 1000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
APR	1	23-5-10*	1.5	6.5 lbs
SEPT	1	23-5-10*	1.5	6.5 lbs

* 23-5-10/BEST® POLY SUPREME or approved equal

b. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

c. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said contract, per Section 8. – Use of Chemicals, paragraph a., above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b., above.

d. Written notification is required to Director five (5) days prior to fertilizer application.

e. For fertilizer application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

2. TREE FERTILIZATION

a. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

a. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

1. Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

2. Absolutely no injecting or drilling into tree trunk will be allowed.

3. Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

4. Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

c. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said contract, per Section 8. – Use of Chemicals, paragraph a., above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b., above.

d. Written notification is required to Director five (5) days prior to fertilizer application.

e. For fertilizer application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

PROJECT E-2/09
TECHNICAL PROVISIONS – PESTICIDE USE

1. GENERAL

a. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.

b. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Agreement.

c. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

d. Before the beginning of contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used in the fulfillment of said contract, per Section 8., paragraph a., above. A valid written pesticide use recommendation for each pesticide so listed shall be submitted concurrently with this list. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, paragraph b., above, any changes, additions, deletions or substitutions to the recommended pesticides so listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

e. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

2. REPORTING SPECIFICATIONS

a. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require that copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

b. For pesticide application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

b. A five (5) working day written notice shall be given to the Director prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

a. Weed Control

1. All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice annually, as determined by the Director.

2. Appropriate chemical control must be used on the following weeds. This list is inclusive; other species may be added by the Director as necessary.

Bermuda Grass
Kikuyu Grass
Nutsedge
Field Bindweed
Spurge

3. Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

b. Snail Control

1. Snails shall be controlled on a regular basis on the following plant species:

Agapanthus africanus;
Aptenia sp.;
Gazania sp.;
Hemerocallis sp.

2. Snails shall be controlled on an as needed basis on all other plant material.

3. Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Insect and Disease Control

1. The Director may require that tree species which are being subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

2. The Director may require that all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

3. The Director may require that all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

4. The Director may require that all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

5. All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

d. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notice from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

PROJECT E-2/09
OPEN SPACE AREA LANDSCAPE MAINTENANCE

THE FOLLOWING PROVISIONS ARE INTENDED TO ADDRESS ROUTINE MAINTENANCE TASKS UNIQUE TO THIS PROJECT. SHOULD ANY CONFLICT ARISE BETWEEN THESE SPECIAL PROVISIONS AND PRECEDING SPECIFICATIONS SECTIONS OF THIS DOCUMENT, THESE SPECIAL PROVISIONS SHALL PREVAIL.

1. GENERAL

a. All open space areas shall be maintained in a thrifty condition, free of unwanted plant species, as determined by the Director.

b. Non-woody plantings (i.e., grasses, annual forbs) shall be trimmed to a height of twenty-four inches (24") or lower not less than one (1) time per year, as determined by the Director.

c. Woody slope plantings shall be maintained in a manner that minimizes the accumulation of dead wood. This shall be accomplished by means of periodic trimming, pruning, and/or roguing, as determined by the Director.

d. An twenty-four inch-wide (24") band of bare soil shall be continuously maintained wherever open space areas abut residential parcels.

e. Newly planted and/or establishing tree and woody shrub plantings shall receive irrigation adequate to maintain soil moisture and plant vigor; in no case shall the interval between irrigations be greater than once per week. This work may require the use of a water tanker. Contractor shall be liable for replacement of any new or establishing plant materials lost due to Contractor's negligence, as determined by Director.

f. Watering basins for newly planted and/or establishing tree and woody shrub plantings shall be continuously maintained and kept free of unwanted plant species until properly established, as determined by Director.

g. All areas damaged by erosion shall be immediately repaired to the originally intended condition and soil. Contractor shall be liable for the cost of repairing all erosion damage caused by Contractor's negligence.

h. All areas damaged by rodent burrowings shall be immediately repaired to the originally intended condition and soil.

i. All catch basins, drain lines, brow ditches, and lower slope swale areas shall at all times be kept clean and clear for proper drainage.

j. Minimum flow channels shall be maintained in a manner that assures unimpeded flow of nuisance water per limits of design intent. This work may require periodic thinning/roguing of existing riparian plants, as determined by Director.

2. MAINTENANCE ROADS & CROSSINGS

a. All Maintenance Road/Crossing areas damaged by Contractor's operations shall be immediately repaired to the original intended surface condition at no additional cost to the District.

b. All Maintenance Road catch basins, drain lines, and Crossing culverts shall at all times be kept clean and clear for proper drainage.

a. Concrete Crossing surfaces shall be kept in a "broom clean" condition at all times.

PROJECT LOCATION MAP ON FOLLOWING PAGE

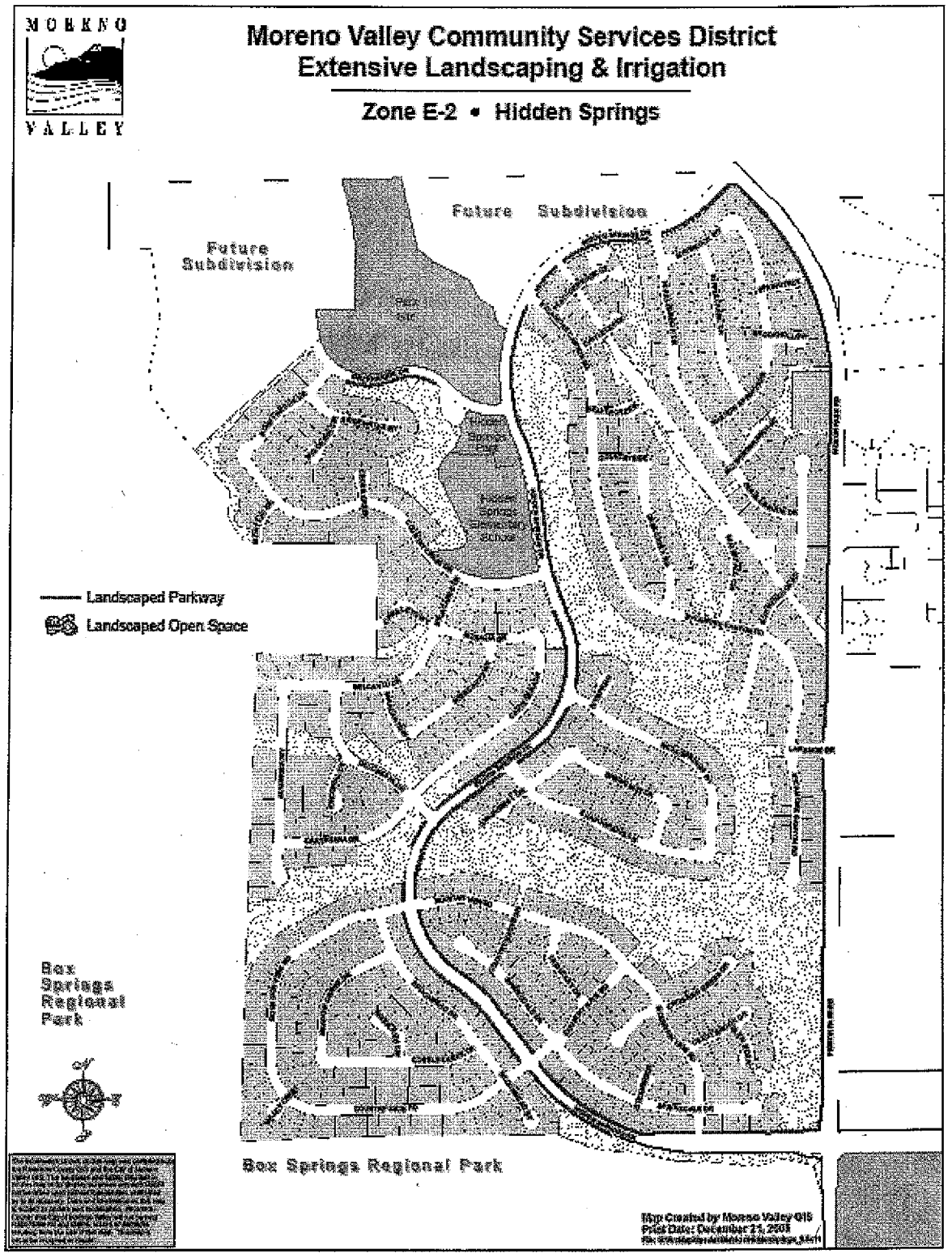
MORENO VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E-2 • Hidden Springs
Future Subdivision
Future Subdivision
Landscaped Parkway
Landscaped Open Space
Box Springs Regional Park
Box Springs Regional Park

PROEJCT E-2/09

EXHIBIT B
DISTRICT RESPONSIBILITIES

1. CONTRACT SUPERVISION

a. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his delegated representative(s), hereinafter designated as "Director."

b. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity, and communications), and to maintain their appurtenances (i.e., water and electrical meters, backflow devices). The District will pay the costs of water, electricity, and communications used in the sites covered by this Contract. The Contractor shall report to the Director any interruption of these services for whatever reason immediately upon Contractor's observation of same.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

a. The District shall maintain in full force and effect throughout the entire term of the contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this contract.

b. Director must give consent in writing prior to application of any Category I pesticide.

PROJECT E-2/09
EXHIBIT C

PAYMENT TERMS

1. CONTRACTOR'S COMPENSATION

a. The Contractor will be paid monthly per site for work performed satisfactorily under this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports of: 1) maintenance performed, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month. These reports shall be accompanied by a billing in accordance with the Contract price for the work performed, and shall become the basis for payment. No payment(s) shall be made until aforesaid reports have been submitted, and approved.

b. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of **FIFTEEN THOUSAND SEVEN HUNDRED dollars and 00/100 ($15,700.00)** per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed **ONE HUNDRED EIGHTY-EIGHT THOUSAND FOUR HUNDRED DOLLARS and 00/100 ($188,400.00)**, except as provided for in Section 2., paragraph c. below.

c. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

a. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain work in addition to that set forth herein as Contractor's Scope of Work. Said Additional Work shall include, but is not limited to: Section 2., paragraph c. below ("Additional Landscape Areas"), and; Exhibit A work tasks described as Additional Work

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Additional Work Price List, Sections A., B., or C., or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2., paragraph b. below, the

Contractor shall not perform any such Additional Work without first obtaining express authorization from the District.

b. Notwithstanding the above requirement for prior authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the District for approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

c. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made of a new installation, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in the Exhibit E, Additional Work Price List, Section B., shall be prorated from the day the Contractor commences work on the additional areas.

d. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge <u>only</u> for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Additional Work Price List, Section A. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and 2) vandalism, theft, and acts or omissions by third parties up to the amount of 11 percent of Contractor's monthly base price as set forth in subsection 1.b. above.

e. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs a., b., and c. above in excess of the cumulative total of $30,500 for each contract year during the term of this Contract.

3. <u>PAYMENT DEDUCTIONS</u>

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

a. Work required in the General or Special Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

b. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delay occasioned by the failure of the District, or of the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to Contractor from District, will be presented to the Contractor by the Director prior to actual deduction to allow for explanations.

PROJECT E-2/09
EXHIBIT D

TERM OF CONTRACT

1. TERM OF CONTRACT

a. Following approval by both parties, the Contract will commence on July 1, 2009, and shall terminate twelve (12) months thereafter.

b. At the expiration of its term, the Contract may be extended for up to three additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph b.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Agreement, or any extension thereof.

c. In considering the option to extend the Contract, as set forth in paragraph b. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on verifiable increases in cost to the Contractor to provide services required under Contractor's Scope of Work or the current regional Consumer Price Index as published by the Bureau of Labor Statistics, whichever basis is agreed to by both parties.

d. At the expiration of its term, the Contract may, with the concurrence of both parties, be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph d.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Agreement, or any extensions thereof.

e. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Community Services District. In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the Community Services District does not grant necessary funding appropriations and/or program approval, then the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

SCHEDULE II

BID SCHEDULE

PROPOSER: Tropical Plaza Nursery, Inc.
(Company Name)

SITE	COST PER MONTH	COST FOR TWELVE MONTHS
PARKWAYS	5,495.00	65,940.00
OPEN SPACE (Irrigated)	7,065.00	84,780.00
OPEN SPACE (Non-Irrigated)	3,140.00	37,680.00
TOTALS	15,700.00	188,400.00

Total Proposal Amount in figures: $ 188,400 and 00 /100's Dollars

Total Proposal Amount in words: One hundred eighty eight thousand four hundred and 00 /100's Dollars

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway irrigation and landscaping as set forth in Exhibit A of this contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 1 has/have been received and is/are made a part of this proposal.

, President September 15, 2008
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

R.F.P. # E-2/09
EXHIBIT E – cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

A. Prices for Emergency Work, Additional Work, and Routine Irrigation Repair, per Section 3., paragraphs d., e., and g. of the Terms & Conditions, Section 4., paragraph m. of the General Provisions, and Section 6., paragraph f., of the Special Provisions.

UNIT PRICES

1.	Pop-up sprink. In place:	4"	@	$ 14.75	ea
		6"	@	$ 20.00	ea
		12"	@	$ 24.00	ea
2.	Pop-up gear drive sprink. in place:	4"	@	$ 24.00	ea
		12"	@	$ 40.00	ea
3.	Fixed Shrub sprink. In place:		@	$ 10.00	ea
4.	Fixed shrub gear drive sprink. In place:		@	$ 21.00	ea
5.	1 gal. shrub/vine/ground cover in place		@	$ 6.50	ea
6.	5 gal. shrub/vine/ground cover in place		@	$ 20.00	ea
7.	5 gal. tree in place (stakes incl)		@	$ 20.00	ea
8.	15 gal. tree in place (stakes incl)		@	$ 85.00	ea
9.	24" box tree in place (stakes incl)		@	$ 250.00	ea
10.	36" box tree in place (guy wires incl)		@	$ 650.00	ea
11.	Flat of ground cover in place		@	$ 18.00	ea
12.	Planter bed mulch in place		@	$ 35.00	/cu. yd
13.	Additional labor		@	$ 20.00	/man hour
14.	Additional supervision		@	$ 30.00	/man hour
15.	Additional Irrigation Technician		@	$ 35.00	/man hour

PROPOSER: Tropical Plaza Nursery, Inc.
(Company Name)

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

COST SECTION A, (ADD ITEMS 1 THROUGH 15: FROM PREVIOUS PAGE) $ 1,323.25

ROUTINE IRRIGATION REPAIR PRICES

A. Irrigation repair parts for routine repairs @ cost plus 15 %

COMPUTE TOTAL COST, SECTION A:

STEP 1: MULTIPLY "COST SECTION A" BY THE "COST PLUS" PERCENTAGE ENTERED FOR ITEM A. 18. ABOVE

STEP 2: ADD THE COMPUTATION RESULT TO "COST SECTION A" AND ENTER BELOW

TOTAL COST OF SECTION A = $ 1,521.74

B. Unit prices for Additional Work (additional landscape areas) per Section 3., paragraph f.

1. Additional parkway areas, planters, open space (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ .015 /sq. ft./mo.

TOTAL COST SECTION B:
ITEM 1. ABOVE = $ .015

C. Any other Additional Work shall be quoted per Section 3., paragraph d. of the Terms & Conditions. TOTAL ADDITIONAL WORK PRICE COST:

SUM OF TOTAL COSTS FOR SECTIONS A & B = $ 1,521.75

PROPOSER: Tropical Plaza Nursery, Inc.
(Company Name)

R.F.P. # E-2/09
EXHIBIT E – cont.

CONTRACT PROPOSAL

The undersigned declares that he has carefully examined the location(s) of the proposed work, that he has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth on the following proposal. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM BASE COMPENSATION SHEET):
One hundred eighty eight thousand four hundred dollars and 00/100 ----------
(Dollar Amount in Words)

$ 188,400.00
(Dollar Amount in Figures)

TOTAL ADDITIONAL WORK PRICE COST (FROM ADDITIONAL WORK PRICE LIST):
One thousand five hundred twenty one dollars and 75/100 ----------
(Dollar Amount in Words)

$ 1,521.75
(Dollar Amount in Figures)

TOTAL COMBINED BASE COMPENSATION AMOUNT AND ADDITIONAL WORK PRICE COST:
One hundred eighty nine thousand nine hundred twenty one dollars and 75/100 —
(Dollar Amount in Words)

$ 189,921.75
(Dollar Amount in Figures)

Date: September 15, 2008

Proposer: Tropical Plaza Nursery, Inc.
(Company Name)

By: [signature]
(Signature)

Title: President

State License Number and Classification: No. 519398 class No. C-27

If a corporation, complete the following:
INCORPORATED UNDER LAWS OF THE STATE OF California

PRESIDENT [signature]

(Corporate Seal)

SECRETARY [signature]

70

Item No. B.6

MV00201426

POA #: 510003

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Philip E. Vega, Frank Morones

of Covina, CA its true and lawful Attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Five Million Dollars and no/100 ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/08 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 20th day of June, A.D. 2005.

SURETEC INSURANCE COMPANY

By: _____

B.J. King, President

State of Texas ss:
County of Harris

On this 20th day of June, A.D. 2005 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

Michelle Denny
Notary Public
State of Texas
My Commission Expires
August 27, 2008

Michelle Denny, Notary Public
My commission expires August 27, 2008

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 15th day of September, 20 08, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

Item No. B.6

MV00201427

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

On 9/15/2008 (Date) before me, Philip Vega, Notary public (Here insert Name and Title of the Officer)

personally appeared Frank Morones (Name(s) of Signer(s))

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

PHILIP VEGA
Commission # 1799866
Notary Public - California
Los Angeles County
My Comm. Expires May 31, 2012

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

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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ACKNOWLEDGMENT

State of California

County of Orange

On September 15, 2008 before me, Dolores Segura,

A Notary Public in and for said State personally appeared Leslie T. Fields, President

Of Tropical Plaza Nursery, Inc.

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

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

WITNESS my hand and official seal.

Signature Dolores Segura

DOLORES SEGURA
Commission # 1534697
Notary Public - California
Orange County
My Comm. Expires Dec 16, 2008

(Seal)

Item No. B.6

MV00201429

R.F.P. # E-2/09
EXHIBIT E – cont.

AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is cash, a cashier's check, or a certified check, or a Proposal Surety Bond for 10%, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated September 15, 2008

Signature of Proposer

By Leslie T. Fields, President

Address of Proposer 9642 Santiago Blvd.
Villa Park, CA 92861

Telephone Number of Proposer (714) 998-4100

Names and Addresses of Members of the Firm:

Leslie T. Fields, President 10621 Morada Drive Orange Park Acres, CA 92669

Katrina J. Fields, Secretary/Treasurer 10621 Morada Drive Orange Park Acres, CA 92669

(If a Corporation)

Signature of Proposer /

By Katrina J. Fields,

Title Secretary/Treasurer

Business Address 9642 Santiago Blvd.
Villa Park, CA 92861

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of California

State License Number and Classification # 519398 Class C-27

PRESIDENT _____
Leslie T. Fields

SECRETARY _____
Katrina J. Fields

TREASURER _____
Katrina J. Fields

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF Orange)§

(NAME) Leslie T. Fields, affiant being first duly sworn, deposes and says:

That he or she is President of
(sole owner, partner or other proper title)
Tropical Plaza Nursery, Inc. the party making the
(Contractor)
foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: Tropical Plaza Nursery, Inc.

Bidder's Address: 9642 Santiago Blvd.

Villa Park, CA 92861

Telephone No.: (714) 998-4100

(Signature of Bidder) President (Title)

ALL SIGNATURES MUST BE NOTARIZED

ACKNOWLEDGMENT

State of California

County of Orange

On September 15, 2008 before me, Dolores Segura, Notary Public

A Notary Public in and for said State personally appeared Leslie T. Fields, President

of Tropical Plaza Nursery, Inc.

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

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

WITNESS my hand and official seal.

Signature Dolores Segura

DOLORES SEGURA
Commission # 1534697
Notary Public - California
Orange County
My Comm. Expires Dec 16, 2008

(Seal)

R.F.P. # E-2/09
EXHIBIT E – cont.

PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Tropical Plaza Nursery, Inc. as principals, and SureTec Insurance Company a duly authorized corporate surety, Business Address 3033 5th Ave. San Diego, CA 92103

Phone (619) 400-4106 are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of Ten Percent of Amount Bid Dollars, ($ 10% of amount bid), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about to hand in and submit to the Board of Directors of the Moreno Valley Community Services District, a proposal for **PROJECT NO. E-2/09 - HIDDEN SPRINGS MAINTENANCE OF PARKWAY & OPEN SPACE LANDSCAPING AND IRRIGATION**, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said Board of Directors, and if the said principal shall fail or neglect to enter into a Contract therefor within the required time, then in that case the undersigned obligors will pay to the Moreno Valley Community Services District the full sum of Ten Percent of Amount Bid Dollars, ($ 10% of amount bid), as liquidated damages for such failure and neglect.

WITNESS our hands this 15th day of September, 2008

(SIGNATURE PAGE FOLLOWS)

Item No. B.6

MV00201434

R.F.P. # E-2/09
EXHIBIT E – cont.

Proposal Surety Bond (cont.)

PRINCIPAL	CORPORATE SURETY
Name: Tropical Plaza Nursery, Inc.	Name: SureTec Insurance Company
Address: 9642 Santiago Blvd.	Address: 3033 5th Ave. San Diego, CA 92103
Villa Park, CA 92861	
Tel. No.: 714/283-4111	Tel. No.: 619 400-4106
By:	By: Frank Morones Attorney-in-Fact

NOTE: **This bond must be executed by both parties, and in the case of a corporation, with the corporate seal affixed. All signatures must be acknowledged (attach Acknowledgments). The attorney-in-fact for the bonding company must be registered in at least one county in the State of California.**

BOND NO.:

FAITHFUL PERFORMANCE BOND
PROJECT NO. E-2/09

MAINTENANCE OF PARKWAY AND OPEN SPACE
LANDSCAPING AND IRRIGATION

WHEREAS the Board of Directors of the Moreno Valley Community Services District, State of California, and TROPICAL PLAZA NURSERY, INC., hereinafter designated as "Principal," have entered into an Agreement whereby Principal agrees to maintain certain designated public improvements, which said Agreement, dated _____, 20____, and identified as PROJECT NO. E-2/09 is hereby referred to, and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement,

NOW, THEREFORE, we, the Principal, and SURETEC INSURANCE COMPANY as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of ONE HUNDRED EIGHTY EIGHT THOUSAND FOUR HUNDRED NO/100 dollars ($ 188,400.00) (words and figures) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The conditions of this obligation are such that if the above-bounded Principal, his heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement, and any alteration thereof made as therein provided on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the Moreno Valley Community Services District, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force, and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Moreno Valley Community Services District in successfully enforcing such obligation, all to be taxed as costs, and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the specifications.

PROJECT E-2/09
FAITHFUL PERFORMANCE BOND - cont.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on DEC. 16TH, 2008.

PRINCIPAL	SURETY
Name: TROPICAL PLAZA NURSERY, INC.	Name: SURETEC INSURANCE COMPANY A-(VIICA
Address: 9642 SANTIAGO BLVD.	Address: 3033 5TH AVE. SUITE 300
VILLA PARK, CA 92861	SAN DIEGO, CA 92130
Telephone Number: 714-998-4100	Telephone Number: 800-288-0351
By:	By: FRANK MORONES
Title: President	Title: ATTORNEY-in-FACT
By:	By:
Title: Secretary / Treasurer	Title:

Approved as to form this 5TH day of March, 2009.

City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)

RISK MANAGEMENT
Approved
3-9-09

Item No. B.6

BOND NO.:
MATERIALS AND LABOR BOND
PROJECT NO. E-2/09

MAINTENANCE OF PARKWAY AND OPEN SPACE
LANDSCAPING AND IRRIGATION

KNOW ALL MEN BY THESE PRESENTS,

THAT TROPICAL PLAZA NURSERY, INC., as Principal, and SURETEC INSURANCE COMPANY, as Surety, as held firmly bound unto the Moreno Valley Community Services District, in the just and full amount of ONE HUNDRED EIGHTY EIGHT THOUSAND FOUR HUNDRED NO/100 dollars ($ 188,400.00) (amount in words and figures), for the payment whereof, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Given under our hands and sealed with our seals this 16TH day of DECEMBER, 2008.

The condition of the foregoing obligation is such that,

WHEREAS, the above-named Principal is about to enter into a Contract with the Moreno Valley Community Services District whereby said principal agrees to maintain the Streetscape Landscaping and Irrigation at PROJECT NO. E-2/09, as provided in said Contract, which said Contract is hereby referred to and made a part hereof to the same extent as if the same were herein specifically set forth;

NOW, THEREFORE, if the said Principal or any subcontractor of said Principal shall fail to pay for any materials, provisions, provider of other supplies, or teams used in, upon, for or about the performance of said work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety will pay for the same in an amount not exceeding the sum hereinabove specified, and in case suit is brought hereon, a reasonable attorney's fee to be fixed by the Court, otherwise this bond shall be void and of no effect;

PROVIDED, that no amendment, change, extension of time, alteration, or addition to said Contract or Agreement, or of any feature or item or items or performance required therein or thereunder shall in any manner effect the obligation of the undersigned on or under this bond; and the surety does hereby waive notice of such amendment, limitation of time for bringing action on this bond by the District change, extension of time, alteration or addition to said Contract or Agreement, and of any feature or item or items of performance required herein or thereunder.

This bond shall inure to the benefit of any and all persons entitled to file claims under Sections 3181 through 3187 of the Civil Code of the State of California, and shall give right of action to such persons or their assigns in any suit brought upon this bond.

PROJECT E-2/09
MATERIALS & LABOR BOND - cont.

WITNESS our hands this 16TH day of DECEMBER, 2008

PRINCIPAL	SURETY
Name: TROPICAL PLAZA NURSERY, INC.	Name: SURETEC INSURANCE COMPANY
Address: 9642 SANTIAGO BLVD.	Address: 3033 5TH AVE. SUITE 300
VILLA PARK, CA 92861	SAN DIEGO, CA 92130
Telephone Number: 714-998-4100	Telephone Number: 800-288-0351
By:	By: FRANK MORONES
Title: President	Title: ATTORNEY-in-FACT
By:	By:
Title: Secretary / Treasurer	Title:

Approved as to form this 5TH day of MARCH, 2009.

City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)

..SK MANAGEME..
Approved
3-4-09

Item No. B.6

MV00201439

CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that:
- ☒ STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois A++ (CA)
- ☐ STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
- ☐ STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas or
- ☐ STATE FARM INDEMNITY COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

CITY OF MORENO VALLEY SPECIAL DISTRICTS 2008 NOV 25 PM 12:50

NAMED INSURED: TROPICAL PLAZA NURSERY INC.				
ADDRESS OF NAMED INSURED: 9642 SANTIAGO BLVD VILLA PARK, CA 92867-2521				
POLICY NUMBER	F60 0202-F05-75	F60 0202-F05-75		
EFFECTIVE DATE OF POLICY	12/05/08-12/05/09	12/05/08-12/05/09		
DESCRIPTION OF VEHICLE (Including VIN)	FLEET	EMPOLYERS NON OWNED AUTOS		
LIABILITY COVERAGE	☒ YES ☐ NO	☒ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
LIMITS OF LIABILITY a. Bodily Injury Each Person				
Each Accident				
b. Property Damage Each Accident				
c. Bodily Injury & Property Damage Single Limit Each Accident	1 MILLION	1 MILLION		
PHYSICAL DAMAGE COVERAGES a. Comprehensive	☐ YES ☒ NO $ Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible
b. Collision	☐ YES ☒ NO $ Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	☐ YES ☐ NO	☒ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
HIRED CAR LIABILITY COVERAGE	☐ YES ☐ NO	☒ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	☐ YES ☐ NO	☒ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO

RISK MANAGEMENT Approved Mr Clary 11-17-08

Signature of Authorized Representative	Title	Agent's Code Number	Date
	AGENT	75-3539	10/10/08

Name and Address of Certificate Holder	Name and Address of Agent
CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT AND COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY P.O. BOX 88005 MORENO VALLEY, CA 92705 CONTACT: ENTERPRISE SVCS.ADMIN.	VANCE ORAND, AGENT LIC#0543786 220 S. TUSTIN AVE. ORANGE, CA 92866 714-639-6616 FAX 714-997-5103

INTERNAL STATE FARM USE ONLY:
- ☒ Request permanent Certificate of Insurance for liability coverage.
- ☒ Request Certificate Holder to be added as an Additional Insured.

122429.2 Rev. 06-10-2004

Item No. B.6

MV00201440

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/30/2009

PRODUCER (559)650-3555 FAX (559)650-3558
Landscape Contractors (Lic#0755906)
Insurance Services, Inc.
1835 N. Fine Avenue
Fresno, CA 93727

THIS CERTIFICATE ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Tropical Plaza Nursery, Inc.
9642 Santiago Blvd.
Villa Park, CA 92861

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Employers Direct Insurance Co	11555
INSURER B: NR-2 (CA)	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR / CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	LP-000068-00	04/01/2009	04/01/2010	X WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

RISK MANAGEMENT
Approved
M. Alonzo 4-7-09

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: All landscape operations performed by or on behalf of the named insured.

RECEIVED
APR - 6 2009
RISK MANAGEMENT

CERTIFICATE HOLDER

City of Moreno Valley
Moreno Valley Community Services District
Community Redevelopment Agency of the City of the City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Debbie Cerkueira/NANETT Debbie Cerkueira

ACORD 25 (2001/08)

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Item No. B.6

MV00201441

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/24/2009

PRODUCER
VANCE ORAND STATE FARM INSURANCE AGENCY INC.
220 S TUSTIN
ORANGE, CA 92866-2322

THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
TROPICAL PLAZA NURSERY INC.
9642 SANTIAGO BLVD
VILLA PARK, CA 92867-2521

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Farm General Insurance Company 39151 A-	25151 (XV) CA
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY / PRO-JECT / LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
A	X	AUTOMOBILE LIABILITY ANY AUTO X ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS x Designated Inrd	F60-0202-F05-75G-922	12/05/09	12/05/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO	RISK MANAGEMENT Approved			AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR / CLAIMS MADE DEDUCTIBLE RETENTION $	By 12/16-09 Date			EACH OCCURRENCE AGGREGATE	$ $ $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS / OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A		OTHER FLEET POLICY	F60-0202-F05-75G	12/05/09	12/05/10	1 MIL/NO DED	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

City of Moreno Valley, Moreno
Valley Community Services District
And Community Redevelopment Agency
of The City of Moreno Valley
P.O. Box 88005
Moreno Valley, Ca 92705
Contact: Enterprise Svcs Admin.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
VANCE ORAND

ACORD 25 (2001/08) The registration notices indicate ownership of the marks by their respective owners ©ACORD CORPORATION 1988, 2007
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Item No. B.6

MV00201442

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/27/2009

PRODUCER (559) 650-3555 FAX: (559) 650-3558
Landscape Contractors (Lic#0755906)
Insurance Services, Inc.
1835 N. Fine Avenue
Fresno CA 93727

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Tropical Plaza Nursery, Inc.
9642 Santiago Blvd.
Villa Park, CA 92861

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Star Insurance Company A-(VI)(DCA	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR / CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				Y / WC STATUTORY LIMITS / OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC-0453315	7/24/2009	4/1/2010	E.L. EACH ACCIDENT	$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

CITY OF MORENO VALLEY SPECIAL DISTRICTS
2009 AUG 12 PM 1:30
RISK MANAGEMENT
Approved
By M. Elong Date 8-10-09

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: All landscape operations performed by or on behalf of the named insured.

Note a 10-day notice of cancellation will be given for non-payment of premiums or non-reporting of payroll.

CERTIFICATE HOLDER

City of Moreno Valley
Moreno Valley Community Services District
Community Redevelopment Agency of the Cit
the City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
D Cerkueira/NWILLO
Debbie Cerkueira

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The ACORD name and lo[illegible] egistered marks of ACORD

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/11/2009

PRODUCER (559)650-3555 FAX (559)650-3558
Landscape Contractors (Lic#0755906)
Insurance Services, Inc.
1835 N. Fine Avenue
Fresno, CA 93727

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Tropical Plaza Nursery, Inc.
9642 Santiago Blvd.
Villa Park, CA 92861

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ARCH Insurance Company A(XV)	11150 CA
INSURER B: Firemans Fund InsuranceCompany	21873 A(XV)CA
INSURER C:	
INSURER D:	
INSURER E	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X XCU COVERAGE X $500 PD DED GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PROJECT LOC	LCPKG0143100	02/14/2009	02/14/2010	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
B		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ N11	SUO 8196 1609	02/14/2009	02/14/2010	EACH OCCURRENCE	$ 2,000,000
						AGGREGATE	$ 2,000,000
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

Note: A 10 day notice of cancellation will be given for non-payment of premiums or non-reporting of payroll.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: All landscape operations performed by or on behalf of the named insured.
Primary Insurance: Blanket Additional Insured per Attached 00GL0434000108

City of Moreno Valley, Moreno Valley Community Services District & Community Redevelopment Agency of the City of Moreno Valley are named as Additional Insured's. (EXCLUDING PROFESSIONAL LIABILITY)

RECEIVED
FEB 13 2009
RISK MANAGEMENT

RISK MANAGEMENT
Approved
M. Alonzo 2-18-09

CERTIFICATE HOLDER

City of Moreno Valley
Moreno Valley Community Services District
Community Redevelopment Agency of the City of the City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~XXXXXXXX~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~XXXXXXX

BLANKET ADDITIONAL INSURED PROTECTION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any organization or person required to be named as an additional insured pursuant to a written contract or agreement.

The insurance provided by this endorsement is subject to the following:

a. This insurance does not apply to any person or organization not specifically approved by us as an additional insured.

b. Any insurance afforded an additional insured under this endorsement shall not begin before the date that the person or organization is approved by us as an additional insured.

c. ,The Limits of insurance under this insurance, which are listed in the Declarations of this policy, shall not be increased, regardless of the number of additional insureds, or the limits specified in the contract or agreement.

d. Any coverage that is not provided under an additional insured's liability insurance policy for your acts, errors, or omissions is also not provided under this insurance.

e. With respects to the additional insured, this insurance does not apply to: 1. "Property Damage" to "your product" arising out of it or any part of it. 2. "Property Damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard". 3. Liability for "Property Damage" or "Bodily injury" for acts, errors, omissions of an additional insured.

f. If required under written contract, this insurance will apply to an additional insured as primary insurance and other insurance which may be available to such additional insured shall apply on an excess basis.

g. If required by a written contract, we waive our right to recovery against any additional insured because of payments we make for injury or damage arising out of :your ongoing operations, or "your work" done under a contract with that additional insured and included in the "products completed operations hazard".

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: N/A

Policy Number: LCPKG0143100

Named Insured: Tropical Plaza Nursery, Inc.

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date: 02/14/2009

EXTENSION AGREEMENT
PROJECT NO. E-2/09– HIDDEN SPRINGS
MAINTENANCE OF LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **Tropical Plaza Nursery, Inc.** (hereafter, "Contractor").

WHEREAS, the District and Contractor entered into an agreement dated March 10, 2009, referencing Project No. E-2/09 regarding maintenance of District landscaping and irrigation systems (hereafter, "Agreement").

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement by a period of twelve (12) months under the following additional terms:

1. The extension period shall commence on **July 1, 2010**, and shall terminate on **June 30, 2011.**

2. In accordance with paragraph 5(b) of the Agreement, this Extension shall be considered the first extension of the Agreement AND THE Agreement may be extended for up to two (2) additional twelve (12) month periods with the concurrence of both parties.

3. Notwithstanding paragraph 3(b) of the Agreement, for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension the total amount of **FIFTEEN THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS ($15,700.00)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **ONE HUNDRED EIGHTY-EIGHT THOUSAND FOUR HUNDRED AND 00/100 DOLLARS ($188,400.00).**

4. Notwithstanding paragraph 3(f) of the Agreement, the unit cost set forth in the Additional Work Price List, Section B. for any landscape areas added to the project during the period of this Extension shall be as follows:

   a. Additional parkway areas, planters (trees up to 18-feet height, shrubs, ground cover included, as applicable). **$0.015/sq. ft./mo.** .

5. Notwithstanding paragraph 3(h) of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **THIRTY THOUSAND NINE HUNDRED AND 00/100 DOLLARS ($30,900.00).**

6. Except as set forth above, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

Dated: 5-12-10

MORENO VALLEY COMMUNITY SERVICES DISTRICT

By: _____
Mayor, acting in the capacity
of President to the Moreno
Valley Community Services District

CONTRACTOR:

_____
Signature

Leslie T. Fields
Printed Name

President
Title

Tropical Plaza Nursery, Inc.
Company Name

_____
Signature

Katrina J. Fields
Printed Name

Secretary / Treasurer
Title

(Corporate Seal)

Approved as to form this 3 day of May, 2010.

_____
City Attorney, in the capacity
of General Legal Counsel to the
Moreno Valley Community Services
District

BOND NO.:
MATERIALS AND LABOR BOND
PROJECT NO. E-2/09

MAINTENANCE OF PARKWAY AND OPEN SPACE
LANDSCAPING AND IRRIGATION

KNOW ALL MEN BY THESE PRESENTS,

THAT TROPICAL PLAZA NURSERY, INC., as Principal, and SURETEC INSURANCE COMPANY A-(W)CA as Surety, as held firmly bound unto the Moreno Valley Community Services District, in the just and full amount of ONE HUNDRED EIGHTY EIGHT THOUSAND FOUR HUNDRED NO/100 dollars ($ 188,400.00) (amount in words and figures), for the payment whereof, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Given under our hands and sealed with our seals this 2ND day of MARCH, 2010.

The condition of the foregoing obligation is such that,

WHEREAS, the above-named Principal is about to enter into a Contract with the Moreno Valley Community Services District whereby said principal agrees to maintain the Streetscape Landscaping and Irrigation at PROJECT NO. E-2/09, as provided in said Contract, which said Contract is hereby referred to and made a part hereof to the same extent as if the same were herein specifically set forth;

NOW, THEREFORE, if the said Principal or any subcontractor of said Principal shall fail to pay for any materials, provisions, provider of other supplies, or teams used in, upon, for or about the performance of said work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety will pay for the same in an amount not exceeding the sum hereinabove specified, and in case suit is brought hereon, a reasonable attorney's fee to be fixed by the Court, otherwise this bond shall be void and of no effect;

PROVIDED, that no amendment, change, extension of time, alteration, or addition to said Contract or Agreement, or of any feature or item or items or performance required therein or thereunder shall in any manner effect the obligation of the undersigned on or under this bond; and the surety does hereby waive notice of such amendment, limitation of time for bringing action on this bond by the District change, extension of time, alteration or addition to said Contract or Agreement, and of any feature or item or items of performance required herein or thereunder.

This bond shall inure to the benefit of any and all persons entitled to file claims under Sections 3181 through 3187 of the Civil Code of the State of California, and shall give right of action to such persons or their assigns in any suit brought upon this bond.

RISK MANAGEMENT
Approved

By 5-11-10
Date

PROJECT E-2/09
MATERIALS & LABOR BOND - cont.

WITNESS our hands this 2ND day of MARCH, 2010.

PRINCIPAL	SURETY
Name: TROPICAL PLAZA NURSERY, INC.	Name: SURETEC INSURANCE COMPANY A-(VII)CA
Address: 9642 SANTIAGO BLVD.	Address: 3033 5TH AVE. SUITE 300
VILLA PARK, CA 92861-2521	SAN DIEGO, CA 92103
Telephone Number: 714-998-4100	Telephone Number: 800-288-0351
By:	By:
Title: Leslie T. Fields President	Title: FRANK MORONES, ATTORNEY-in-FACT
By:	By:
Title: Katrina J. Fields, Sec/Treasurer	Title:

Approved as to form this 3 day of May, 2010.

City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)

Item No. B.6

MV00201450

POA #: 510003

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Phillip E. Vega, Frank Morones

of Covina, CA its true and lawful Attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Five Million Dollars and no/100 ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/09 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 20th day of June, A.D. 2005.

SURETEC INSURANCE COMPANY

By: _____

B.J. King, President

State of Texas ss:
County of Harris

On this 20th day of June, A.D. 2005 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

Michelle Denny
Notary Public
State of Texas
My Commission Expires
August 27, 2008

Michelle Denny

Michelle Denny, Notary Public
My commission expires August 27, 2008

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 2ND day of MARCH, 2010 A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

Item No. B.6

MV00201451

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of LOS ANGELES }

On 03/02/2010 (Date) before me, Philip Vega, Notary public (Here Insert Name and Title of the Officer)

personally appeared Frank Morones (Name(s) of Signer(s))

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

PHILIP VEGA
Commission # 1799866
Notary Public - California
Los Angeles County
My Comm. Expires May 31, 2012

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

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Orange } ss.

On 03/03/2010 (Date), before me, Dolores Segura, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),
personally appeared Leslie T. Fields and Katrina J. Fields (Name(s) of Signer(s)),

☐ personally known to me

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

DOLORES SEGURA
Commission # 1824652
Notary Public - California
Orange County
My Comm. Expires Dec 16, 2012

WITNESS my hand and official seal.

Place Notary Seal Above

Dolores Segura
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
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ISSUED IN TWO (2) ORIGINAL COUNTERPARTS

BOND NUMBER 5064166

*ANNUAL MAINTENANCE TERM DATES:
7/1/2010-6/30/2011

BOND NO.:

FAITHFUL PERFORMANCE BOND
PROJECT NO. E-2/09

MAINTENANCE OF PARKWAY AND OPEN SPACE
LANDSCAPING AND IRRIGATION

WHEREAS the Board of Directors of the Moreno Valley Community Services District, State of California, and TROPICAL PLAZA NURSERY, INC., hereinafter designated as "Principal," have entered into an Agreement whereby Principal agrees to maintain certain designated public improvements, which said Agreement, dated MARCH 10TH, 2009, and identified as PROJECT NO. E-2/09 is hereby referred to, and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement,

NOW, THEREFORE, we, the Principal, and SURETEC INSURANCE COMPANY A-(VII)CA as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of ONE HUNDRED EIGHTY EIGHT THOUSAND FOUR HUNDRED NO/100 dollars ($188,400.00) (words and figures) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The conditions of this obligation are such that if the above-bounded Principal, his heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement, and any alteration thereof made as therein provided on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the Moreno Valley Community Services District, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force, and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Moreno Valley Community Services District in successfully enforcing such obligation, all to be taxed as costs, and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the specifications.

Item No. B.6

RISK MANAGEMENT
Approved

By 5-11-10
Date

PROJECT E-2/09
FAITHFUL PERFORMANCE BOND - cont.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on MARCH 2, 2010.

PRINCIPAL	SURETY
Name: TROPICAL PLAZA NURSERY, INC.	Name: SURETEC INSURANCE COMPANY A(VII)CA
Address: 9642 SANTIAGO BLVD.	Address: 3033 5TH AVE SUITE 300
VILLA PARK, CA 92861-2521	SAN DIEGO, CA 92103
Telephone Number: 714-998-4100	Telephone Number: 800-288-0351
By:	By:
Title: Leslie T. Fields, President	Title: FRANK MORONES, ATTORNEY-in-FACT
By:	By:
Title: Katrina J Fields, Sec. Treasurer	Title:

Approved as to form this 3 day of May, 2010.

City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)

Item No. B.6

MV00201455

POA #: 510003

SureTec Insurance Company A-(VII) CA

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Philip E. Vega, Frank Morones

of Covina, CA its true and lawful Attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Five Million Dollars and no/100 ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/09 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 20th day of June, A.D. 2005.

SURETEC INSURANCE COMPANY

By: _____
B.J. King, President

State of Texas ss:
County of Harris

On this 20th day of June, A.D. 2005 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

Michelle Denny
Notary Public
State of Texas
My Commission Expires
August 27, 2008

Michelle Denny
Michelle Denny, Notary Public
My commission expires August 27, 2008

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 2ND day of MARCH, 2010 A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

Item No. B.6

MV00201456

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of LOS ANGELES

On 03/02/2010 (Date) before me, Philip Vega, Notary public (Here Insert Name and Title of the Officer)

personally appeared Frank Morones (Name(s) of Signer(s))

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

PHILIP VEGA
Commission # 1799866
Notary Public - California
Los Angeles County
My Comm. Expires May 31, 2012

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

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Orange } ss.

On 03/03/2010 (Date), before me, Doloves Segura, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),
personally appeared Leslie T. Fields and Katrina J. Fields (Name(s) of Signer(s)),

☐ personally known to me

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

DOLORES SEGURA
Commission # 1824852
Notary Public - California
Orange County
My Comm. Expires Dec 16, 2012

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
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CERTIFICATE OF LIABILITY INSURANCE

2/5/2010

PRODUCER (559)650-3555 FAX: (559)650-3559
Landscape Contractors (Lic#0755906)
Insurance Services, Inc.
1025 N. Fine Avenue
Fresno CA 93727

INSURED
Tropical Plaza Nursery, Inc.
9642 Santiago Blvd.
Villa Park CA 92861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A ARCH Insurance Company A(X)C	11150
INSURER B Firemans Fund A(X)C	21873
INSURER C	
INSURER D	
INSURER E	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X $500 PD DED GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	LCPKG0143101	2/14/2010	2/14/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
B		EXCESS / UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	SVO 00072831072	2/14/2010	2/14/2011	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

RISK MANAGEMENT
Approved
By Date 3-11-10

Note: A 10 day notice of cancellation will be given for non-payment of premiums or non-reporting of payroll.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: All landscape operations performed by or on behalf of the named insured.
Primary Insurance: Blanket Additional Insured per Attached 0GZL0434000108
City of Moreno Valley, Moreno Valley Community Services District & Community Redevelopment Agency of the City of Moreno Valley (Excluding Professional Liability) are named as additional insured

CERTIFICATE HOLDER

City of Moreno Valley
Moreno Valley Community Services District
Community Redevelopment Agency of the Cit
the City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~XXXXXXX~~MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~XXXXXX

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED PROTECTION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any organization or person required to be named as an additional insured pursuant to a written contract or agreement.

The insurance provided by this endorsement is subject to the following:

a. This insurance does not apply to any person or organization not specifically approved by us as an additional insured.

b. Any insurance afforded an additional insured under this endorsement shall not begin before the date that the person or organization is approved by us as an additional insured.

c. ,The Limits of Insurance under this insurance, which are listed in the Declarations of this policy, shall not be increased, regardless of the number of additional insureds, or the limits specified in the contract or agreement.

d. Any coverage that is not provided under an additional insured's liability insurance policy for your acts, errors, or omissions is also not provided under this insurance.

e. With respects to the additional insured, this insurance does not apply to: 1. "Property Damage" to "your product" arising out of it or any part of it 2. "Property Damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard". 3. Liability for "Property Damage" or "Bodily Injury" for acts, errors, omissions of an additional insured.

f. If required under written contract, this insurance will apply to an additional insured as primary insurance and other insurance which may be available to such additional insured shall apply on an excess basis.

g. If required by a written contract, we waive our right to recovery against any additional insured because of payments we make for injury or damage arising out of :your ongoing operations, or "your work" done under a contract with that additional insured and included in the "products completed operations hazard".

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: N/A

Policy Number: LCPKG0143101

Named Insured: Tropical Plaza Nursery, Inc.

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date: 02-14-2010

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/30/2010

PRODUCER
VANCE ORAND STATE FARM INSURANCE AGENCY INC.
220 S TUSTIN
ORANGE, CA 92866-2322

THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
TROPICAL PLAZA NURSERY INC.
9642 SANTIAGO BLVD
VILLA PARK, CA 92867-2521

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Mutual Auto Insurance Company 25178	25178
INSURER B: A(VII)	NL
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE	$
		POLICY / PRO-JECT / LOC				PRODUCTS - COMP/OP AGG	$
A	X	AUTOMOBILE LIABILITY	F60-0202-F05-75G-9ZZ	12/05/10	12/05/11	COMBINED SINGLE LIMIT (Ea accident)	$ 3,000,000
		ANY AUTO				BODILY INJURY (Per person)	$
		X ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		X SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		X HIRED AUTOS					
		X NON-OWNED AUTOS					
		X Designated Insd					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR / CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS / OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER FLEET POLICY	F60-0202-F05-75G	12/05/10	12/05/11	1 MIL/NO DED	

RISK MANAGEMENT Approved
By 12/14/10 Date

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER
City of Moreno Valley, Moreno Valley Community Services District, And Community Redevelopment Agency of The City of Moreno Valley
P.O. Box 88005
Moreno Valley, Ca 92705

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
VANCE ORAND

ACORD 25 (2001/08) 132848 03-13-2007
The registration notices indicate ownership of the marks by their respective owners
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Item No. B.6

MV00201461

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/11/2009

PRODUCER (559)650-3555 FAX (559)650-3558
Landscape Contractors (Lic#0755906)
Insurance Services, Inc.
1835 N. Fine Avenue
Fresno, CA 93727

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Tropical Plaza Nursery, Inc.
9642 Santiago Blvd.
Villa Park, CA 92861

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ARCH Insurance Company A(XV)	11150 CA
INSURER B: Firemans Fund InsuranceCompany	21873 A(XV) CA
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X XCU COVERAGE X $500 PD DED GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	LCPKG0143100	02/14/2009	02/14/2010	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
B		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ N11	SUO 8196 1609	02/14/2009	02/14/2010	EACH OCCURRENCE	$ 2,000,000
						AGGREGATE	$ 2,000,000
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

Note: A 10 day notice of cancellation will be given for non-payment of premiums or non-reporting of payroll.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: All landscape operations performed by or on behalf of the named insured.
Primary Insurance: Blanket Additional Insured per Attached 00GL0434000108

City of Moreno Valley, Moreno Valley Community Services District & Community Redevelopment Agency of the City of Moreno Valley are named as Additional Insured's. (EXCLUDING PROFESSIONAL LIABILITY)

RECEIVED
FEB 13 2009
RISK MANAGEMENT

RISK MANAGEMENT
Approved
M. Alonzo 2-18-09

CERTIFICATE HOLDER

City of Moreno Valley
Moreno Valley Community Services District
Community Redevelopment Agency of the City of the City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~XXXXXXXX~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE
Debbie Cerkueira/NANETT Debbie Cerkueira

ACORD 25 (2001/08)

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BLANKET ADDITIONAL INSURED PROTECTION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any organization or person required to be named as an additional insured pursuant to a written contract or agreement.

The insurance provided by this endorsement is subject to the following:

a. This insurance does not apply to any person or organization not specifically approved by us as an additional insured.

b. Any insurance afforded an additional insured under this endorsement shall not begin before the date that the person or organization is approved by us as an additional insured.

c. ,The Limits of insurance under this insurance, which are listed in the Declarations of this policy, shall not be increased, regardless of the number of additional insureds, or the limits specified in the contract or agreement.

d. Any coverage that is not provided under an additional insured's liability insurance policy for your acts, errors, or omissions is also not provided under this insurance.

e. With respects to the additional insured, this insurance does not apply to: 1. "Property Damage" to "your product" arising out of it or any part of it. 2. "Property Damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard". 3. Liability for "Property Damage" or "Bodily Injury" for acts, errors, omissions of an additional insured.

f. If required under written contract, this insurance will apply to an additional insured as primary insurance and other insurance which may be available to such additional insured shall apply on an excess basis.

g. If required by a written contract, we waive our right to recovery against any additional insured because of payments we make for injury or damage arising out of :your ongoing operations, or "your work" done under a contract with that additional insured and included in the "products completed operations hazard".

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: N/A

Policy Number: LCPKG0143100

Named Insured: Tropical Plaza Nursery, Inc.

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date: 02/14/2009

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/31/2010

PRODUCER (559) 650-3555 FAX: (559) 650-3558
Landscape Contractors (Lic#0755906)
Insurance Services, Inc.
1835 N. Fine Avenue
Fresno CA 93727

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Tropical Plaza Nursery, Inc.
9642 Santiago Blvd.
Villa Park CA 92861

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Star Insurance Company A-(VIII)	18025 CA
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PROJECT / LOC				EACH OCCURRENCE	$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
						PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY OCCUR / CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC-0453315-01	4/1/2010	4/10/2011	X WC STATUTORY LIMITS / OTHER	
						E.L. EACH ACCIDENT	$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

RISK MANAGEMENT
Approved
By M. Alfaro Date 4/1/10

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: All landscape operations performed by or on behalf of the named insured. ***** 30-day notice of cancellation will be given for non-payment of premiums or non-reporting of payroll ***

CERTIFICATE HOLDER

City of Moreno Valley
Moreno Valley Community Services District
Community Redevelopment Agency of the Cit
the City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
D Cerkueira/KSAENZ

ACORD 25 (2009/01)
INS025 (2009/01)

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Item No. B.6

EXTENSION AGREEMENT
PROJECT NO. E-2/09 – HIDDEN SPRINGS
MAINTENANCE OF LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **Tropical Plaza Nursery, Inc.** (hereafter, "Contractor").

WHEREAS, the District and Contractor entered into an agreement dated March 10, 2009, referencing Project No. E-2/09 regarding maintenance of District landscaping and irrigation systems (hereafter, "Agreement").

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement by a period of twelve (12) months under the following additional terms:

1. The extension period shall commence on **July 1, 2011**, and shall terminate on **June 30, 2012.**

2. In accordance with paragraph 5(b) of the Agreement, this Extension shall be considered the second of three possible extensions of the Agreement .

3. Notwithstanding paragraph 3(b) of the Agreement, for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension the total amount of **FIFTEEN THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS ($15,700.00)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **ONE HUNDRED EIGHTY-EIGHT THOUSAND FOUR HUNDRED AND 00/100 DOLLARS ($188,400.00).**

4. Notwithstanding paragraph 3(f) of the Agreement, the unit cost set forth in the Additional Work Price List, Section B. for any landscape areas added to the project during the period of this Extension shall be as follows:

   a. Additional parkway areas, planters (trees up to 18-feet height, as applicable). **$ 0.015/sq. ft./mo.** .

5. Notwithstanding paragraph 3(h) of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **TWENTY NINE THOUSAND SIX HUNDRED AND 00/100 DOLLARS ($29,600.00).**

6. Except as set forth above, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

Dated: 6/1/11

MORENO VALLEY COMMUNITY SERVICES DISTRICT

By: _____
Mayor, acting in the capacity
of President to the Moreno
Valley Community Services District

CONTRACTOR:

_____	_____
Signature	Signature
Katrina J. Fields	Willie Fields
Printed Name	Printed Name
Secretary / Treasurer	President
Title	Title

Tropical Plaza Nursery, Inc.
Company Name

(Corporate Seal)

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

5/26/11
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

5/31/11
Date

Original Bond Executed in Duplicate

BOND NO.: 4382901

FAITHFUL PERFORMANCE BOND

PROJECT NO. E-2/09
HIDDEN SPRINGS

MAINTENANCE OF LANDSCAPING AND IRRIGATION

WHEREAS the Board of Directors of the Moreno Valley Community Services District, State of California, and Tropical Plaza Nursery, Inc., hereinafter designated as "Principal," have entered into an Agreement whereby Principal agrees to maintain certain designated public improvements, which said Agreement, dated _____, 20____, and identified as PROJECT NO. E-2/09 is hereby referred to, and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement,

NOW, THEREFORE, we, the Principal, and SureTec Insurance Company as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of One Hundred Eighty Eight Thousand Four Hundred & 00/100 dollars ($188,400.00) (words and figures) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The conditions of this obligation are such that if the above-bounded Principal, his heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement, and any alteration thereof made as therein provided on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the Moreno Valley Community Services District, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force, and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Moreno Valley Community Services District in successfully enforcing such obligation, all to be taxed as costs, and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the specifications.

FAITHFUL PERFORMANCE BOND - cont.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on 3/24, 2011.

PRINCIPAL	SURETY
Name: Tropical Plaza Nursery, Inc.	Name: SureTec Insurance Company
Address: 9642 Santiago Blvd.	Address: 3033 5th Ave.
Villa Park, CA 92861	San Diego, CA 92103
Telephone Number: 714 998 4100	Telephone Number: 714 769 9135
By:	By: Frank Morones
Title: President	Title: Attorney-in-Fact
By:	By:
Title: Secretary / Treasurer	Title:

Approved as to form this 26 day of May, 2011.

City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)

POA #: 510278

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Frank Morones

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 3/31/2013 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., President

State of Texas
County of Harris ss:

On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public, State of Texas
My Commission Expires
May 18, 2013

Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 24th day of March 2011, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

Item No. B.6

MV00201470

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On 3/24/11 (Date) before me, Philip Vega, Notary public (Here Insert Name and Title of the Officer)

personally appeared Frank Morones (Name(s) of Signer(s))

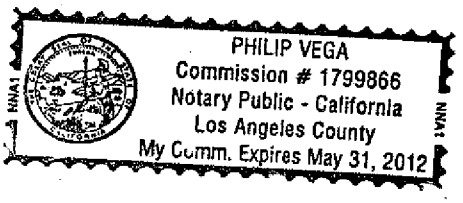

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature _____ (Signature of Notary Public)

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On March 25, 2011, before me, Dolores Segura, Notary Public,

Personally appeared Leslie T. Fields and Katrina J. Fields

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

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

WITNESS my hand and official seal.

DOLORES SEGURA
Commission # 1824652
Notary Public - California
Orange County
My Comm. Expires Dec 16, 2012

Dolores Segura
Signature of Notary Public

Item No. B.6

Original Bond Executed in Duplicate

BOND NO.: 4382901

MATERIALS AND LABOR BOND

PROJECT NO. E-2/09
HIDDEN SPRINGS

MAINTENANCE OF LANDSCAPING AND IRRIGATION

KNOW ALL MEN BY THESE PRESENTS,

THAT Tropical Plaza Nursery, Inc., as Principal, and _____, as Surety, as held firmly bound unto the Moreno Valley Community Services District, in the just and full amount of One Hundred Eighty Eight Thousand Four Hundred & 00/100 dollars ($ 188,400.00) (amount in words and figures), for the payment whereof, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Given under our hands and sealed with our seals this 24th day of March, 2011.

The condition of the foregoing obligation is such that,

WHEREAS, the above-named Principal is about to enter into a Contract with the Moreno Valley Community Services District whereby said principal agrees to perform the maintenance activities for PROJECT NO. E-2/09, as provided in said Contract, which said Contract is hereby referred to and made a part hereof to the same extent as if the same were herein specifically set forth;

NOW, THEREFORE, if the said Principal or any subcontractor of said Principal shall fail to pay for any materials, provisions, provider of other supplies, or teams used in, upon, for or about the performance of said work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety will pay for the same in an amount not exceeding the sum hereinabove specified, and in case suit is brought hereon, a reasonable attorney's fee to be fixed by the Court, otherwise this bond shall be void and of no effect;

PROVIDED, that no amendment, change, extension of time, alteration, or addition to said Contract or Agreement, or of any feature or item or items or performance required therein or thereunder shall in any manner effect the obligation of the undersigned on or under this bond; and the surety does hereby waive notice of such amendment, limitation of time for bringing action on this bond by the District change, extension of time, alteration or addition to said Contract or Agreement, and of any feature or item or items of performance required herein or thereunder.

This bond shall inure to the benefit of any and all persons entitled to file claims under Sections 3181 through 3187 of the Civil Code of the State of California, and shall give right of action to such persons or their assigns in any suit brought upon this bond.

MATERIALS & LABOR BOND - cont.

WITNESS our hands this 24th day of March, 2011.

PRINCIPAL	SURETY
Name: Tropical Plaza Nursery, Inc.	Name: SureTec Insurance Company
Address: 9642 Santiago blvd.	Address: 3033 5th Ave.
Villa Park, CA 92861	San Diego, CA 92103
Telephone Number: 714 998 4100	Telephone Number: 714 769 9135
By:	By: Frank Morones
Title: President	Title: Atorney-in-Fact
By:	By:
Title: Secretary / Treasurer	Title:

Approved as to form this 26 day of May, 2011.

City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)

POA #: 510278

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Frank Morones

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 3/31/2013 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., President

State of Texas ss:
County of Harris

On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public, State of Texas
My Commission Expires
May 18, 2013

Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 24th day of March 2011, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

Item No. B.6

MV00201475

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of LOS ANGELES

On 3/24/11 (Date) before me, Philip Vega, Notary public (Here Insert Name and Title of the Officer)

personally appeared Frank Morones (Name(s) of Signer(s))

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

PHILIP VEGA
Commission # 1799866
Notary Public - California
Los Angeles County
My Comm. Expires May 31, 2012

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

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On March 25, 2011, before me, Dolores Segura, Notary Public,

Personally appeared Leslie T. Fields and Katrina J. Fields

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

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

DOLORES SEGURA
Commission # 1824652
Notary Public - California
Orange County
My Comm. Expires Dec 16, 2012

WITNESS my hand and official seal.

Dolores Segura
Signature of Notary Public

Item No. B.6

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/30/2012

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

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

PRODUCER
Landscape Contractors (Lic#0755906)
Insurance Services, Inc.
1835 N. Fine Avenue
Fresno CA 93727

CONTACT NAME: Debbie Cerkueira
PHONE (A/C, No, Ext): (559) 650-3555 FAX (A/C, No): (559) 650-3558
E-MAIL ADDRESS: dcerkueira@lcisinc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Surety Corporation A(XV)	21881(CA)
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Tropical Plaza Nursery, Inc.
9642 Santiago Blvd.
Villa Park CA 92861

COVERAGES CERTIFICATE NUMBER: 12-13 WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 81001966	4/1/2012	4/1/2013	X WC STATUTORY LIMITS OTHER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

RISK MANAGEMENT
Approved
M. Elozo 4-4-12
By Date

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: All landscape operations performed by or on behalf of the named insured.

CERTIFICATE HOLDER

City of Moreno Valley
Moreno Valley Community Services District
Community Redevelopment Agency of the Cit
the City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

D Cerkueira/KSAENZ

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Item No. B.6

FROM:TROPICAL PLAZA 17147000788 TO:19514133498 P.2/4

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/15/2012

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

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

PRODUCER
Landscape Contractors (Lic#0755906)
Insurance Services, Inc.
1835 N. Fine Avenue
Fresno CA 93727

CONTACT NAME: Debbie Cerkueira
PHONE (A/C, No, Ext): (559) 650-3555 FAX (A/C, No): (559)650-3558
E-MAIL ADDRESS: dcerkueira@lcisinc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ARCH Insurance Company A(XV)CA	11150
INSURER B: Firemans Fund Ins Co A(XV)CA	21873
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Tropical Plaza Nursery, Inc.
9642 Santiago Blvd.
Villa Park CA 92861

COVERAGES CERTIFICATE NUMBER: 12/13 PKG & UMBRELLA REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X $500 PD DED GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			LCPKG0143103	2/14/2012	2/14/2013	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			SUO 000 1490 5202	2/14/2012	2/14/2013	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

RISK MANAGEMENT
Approved
M. Alonz 4-4-12
By Date

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: All landscape operations performed by or on behalf of the named insured.
Primary Insurance: Blanket Additional Insured per Attached 00GL0434000108
City of Moreno Valley, Moreno Valley Community Services District & Community Redevelopment Agency of the City of Moreno Valley (Excluding Professional Liability) are named as additional insured

CERTIFICATE HOLDER

City of Moreno Valley
Moreno Valley Community Services District
Community Redevelopment Agency of the City
the City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
D Cerkueira/REUSTO

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Item No. B.6

APR-2-2012 14:36 FROM:TROPICAL PLAZA 17140000798 TO:19514133498 P.2/4

MV00201479

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED PROTECTION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any organization or person required to be named as an additional insured pursuant to a written contract or agreement.

The insurance provided by this endorsement is subject to the following:

a. This insurance does not apply to any person or organization not specifically approved by us as an additional insured.

b. Any insurance afforded an additional insured under this endorsement shall not begin before the date that the person or organization is approved by us as an additional insured.

c. ,The Limits of Insurance under this insurance, which are listed in the Declarations of this policy, shall not be increased, regardless of the number of additional insureds, or the limits specified in the contract or agreement.

d. Any coverage that is not provided under an additional insured's liability insurance policy for your acts, errors, or omissions is also not provided under this insurance.

e. With respects to the additional insured, this insurance does not apply to: 1. "Property Damage" to "your product" arising out of it or any part of it. 2. "Property Damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard". 3. Liability for "Property Damage" or "Bodily Injury" for acts, errors, omissions of an additional insured.

f. If required under written contract, this insurance will apply to an additional insured as primary insurance and other insurance which may be available to such additional insured shall apply on an excess basis.

g. If required by a written contract, we waive our right to recovery against any additional insured because of payments we make for injury or damage arising out of your ongoing operations, or "your work" done under a contract with that additional insured and included in the "products completed operations hazard".

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: N/A

Policy Number: LCPKG0143103 ✓

Named Insured: Tropical Plaza Nursery, Inc.

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date: 02-14-2012

Includes copyrighted material of Insurance Services Office, Inc with its permission

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/28/2011

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

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

PRODUCER
VANCE ORAND STATE FARM INSURANCE AGENCY INC.
220 S TUSTIN ST
ORANGE, CA 92866

CONTACT NAME:
PHONE (A/C, No, Ext): 714-538-6616 FAX (A/C, No): 714-997-5103
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Mutual Automobile Insurance Company A+(XV) CA	25178
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
TROPICAL PLAZA NURSERY INC.
9642 SANTIAGO BLVD.
VILLA PARK, CA 92867-2521

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY			F60-0202-F05-7G3-822	12/05/2011	12/05/2012	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	X ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X DESIGNAT							$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	FLEET POLICY			F60-0202-F05-75H	12/05/2011	12/05/2012		

RISK MANAGEMENT
Approved
M. Wright 12-22-11
By Date

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

CERTIFICATE HOLDER

CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, AND COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY PO BOX 88005 MORENO VALLEY, CA 92705

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD 1001486 132649.6 11-15-2010

EXTENSION AGREEMENT
PROJECT NO. E-2/09 – HIDDEN SRPINGS
MAINTENANCE OF LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **Tropical Plaza Nursery, Inc.** (hereafter, "Contractor")

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated March 10, 2009, referencing Project No. E-2/09 for the maintenance of the District's parkway and median landscaping and irrigation systems associated with Project No. E-2/09 – Hidden Springs.

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement.

WHEREAS, the Extension of the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2012** and shall terminate on **June 30, 2013.**

2. In accordance with Exhibit D, Section 1b of the Agreement, this Extension shall be considered the third and final Extension of this Agreement.

3. For the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension as follows:

    a. Maintenance of the parkway areas shall be provided consistent with the terms of the Agreement. Compensation for the maintenance of the parkways areas shall be paid on a monthly basis in the amount of **FIVE THOUSAND FOUR HUNDRED AND NINETY-FIVE 00/100 DOLLARS ($5,495.00)** per month, one month in arrears, on the last day of the month.

    b. In accordance with Exhibit E, Additional Work Price List, of the Agreement additional services for an Irrigation Technician shall be provided to service the Open Space area within E-2 (Hidden Springs) at a frequency of 8 hours per week, on an every other week rotation basis, in the amount of **SIX HUNDRED AND SIX 66/100 DOLLARS ($606.66**) per month, one month in arrears, on the last day of the month the termination of the extension period as described in Section 1 herein above.

    c. The total contract amount for the twelve (12) month extension period shall not exceed **SEVENTY-THREE THOUSAND TWO HUNDRED NINETEEN AND 92/100 DOLLARS ($73,219.92).**

4. Notwithstanding, Section B page 69, paragraph 3(f) of the Agreement, the unit cost set forth in the Additional Work Price List, Section B, for any landscape areas added to the project during the period of this Extension shall be as follows:

    a. Additional parkway areas, planters (trees up to 18-feet height, as applicable). **$0.015/sq.ft./mo**.

5. Notwithstanding Exhibit C., Numeral 2, Letter e of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the City Council, the Director (the Public Works Director/City Engineer or his designated appointee) may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **TWENTY FIVE THOUSAND FOUR HUNDRED AND 00/100 DOLLARS ($25,400.00).**

6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

EXTENSION AGREEMENT
PROJECT NO. E-2/09 – HIDDEN SPRINGS
MAINTENANCE OF LANDSCAPING AND IRRIGATION

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor: Tropical Plaza Nursery, Inc.
By: M Anderson for Henry Garcia	By:
Title: City Manager, Acting in the capacity of District Manager to the Moreno Valley Community Services District	Title: (President or Vice President) Leslie T. Fields, President
Date: 6/20/12	Date: April 19, 2012

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

Deputy City Attorney

6-18-12
Date

RECOMMENDED FOR APPROVAL:

Department Head

6/18/12
Date

By:
Title: Corporate Secretary or Assistant Secretary
Katrina J. Fields, Secretary/Treasur.

Date: April 19, 2012
Affix Corporate Seal Below

Item No. B.6

Original Bond Executed in Dup. ..te

BOND NO.: 4382908

FAITHFUL PERFORMANCE BOND
PROJECT NO. E-2/09 HIDDEN SPRINGS

MAINTENANCE OF LANDSCAPING AND IRRIGATION

WHEREAS the Board of Directors of the Moreno Valley Community Services District, State of California, and Tropical Plaza Nursery, Inc., hereinafter designated as "Principal," have entered into an Agreement whereby Principal agrees to maintain certain designated public improvements, which said Agreement, dated _____, 20____, and identified as PROJECT NO. E-2/09 is hereby referred to, and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement,

NOW, THEREFORE, we, the Principal, and SureTec Insurance Company A(VII)CA as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of Seventy Three Thousand Two Hundred Twenty and 04/100 dollars ($ 73,220.04) (words and figures) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The conditions of this obligation are such that if the above-bounded Principal, his heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement, and any alteration thereof made as therein provided on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the Moreno Valley Community Services District, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force, and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Moreno Valley Community Services District in successfully enforcing such obligation, all to be taxed as costs, and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on March 14, 2012.

PRINCIPAL	SURETY
Name: Tropical Plaza Nursery, Inc.	Name: SureTec Insurance Company A(VII)CA
Address: 9642 Santiago Blvd.	Address: 155 N. Riverview Dr. #103
Villa Park, CA 92861	Anaheim Hills, CA 92808
Telephone Number: 714 998 4100	Telephone Number: 714 769 9135
By: Leslie T. Fields	By:
Title: President	Title: Frank Morones, Attorney-in-Fact
By: Katrina J. Fields	By:
Title: Secretary/Treasurer	Title:

Approved as to form this 18th day of June, 2012.

Deputy City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)

POA #: 510278

SureTec Insurance Company A(VII) CA

LIMITED POWER OF ATTORNEY

A(VII) CA

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Frank Morones

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 3/31/2013 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

A(VII) CA

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

A(VII) CA

SURETEC INSURANCE COMPANY

By: _____

John Knox Jr., President

State of Texas ss:
County of Harris

On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public, State of Texas
My Commission Expires
May 18, 2013

Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 14th day of March, 2012, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

Item No. B.6

MV00201487

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 3/14/2012 (DATE) before me, L. Clark, Notary Public, (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

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

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

L. CLARK
Commission # 1825171
Notary Public - California
Los Angeles County
My Comm. Expires Nov 28, 2012

WITNESS my hand and official seal.

L. Clark
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☒ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

Item No. B.6

MV00201488

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Orange } ss.

On March 16, 2012 (Date), before me, Dolores Segura, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Leslie and Katrina Fields (Name(s) of Signer(s)),

☐ personally known to me

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

DOLORES SEGURA
Commission # 1824652
Notary Public - California
Orange County
My Comm. Expires Dec 16, 2012

Place Notary Seal Above

WITNESS my hand and official seal.

Dolores Segura
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Faithful Performance Bond - for the City of Moreno Valley

Document Date: March 14, 2012 Number of Pages: 4 Pages

Signer(s) Other Than Named Above: Frank Morones, Attorney-In-Fact for the Bonding Co.

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 2004 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 Item No. 5907 Reorder: Call Toll-Free 1-800-876-6827

Original Bond Executed in Duplicate BOND NO.: 4382908

MATERIALS AND LABOR BOND
PROJECT NO. E-2/09 HIDDEN SPRINGS

MAINTENANCE OF LANDSCAPING AND IRRIGATION

KNOW ALL MEN BY THESE PRESENTS,

THAT Tropical Plaza Nursery, Inc., as Principal, and SureTec Insurance Company Irvine CA, as Surety, as held firmly bound unto the Moreno Valley Community Services District, in the just and full amount of Seventy Three Thousand Two Hundred Twenty & 04/100 dollars ($ 73,220.04) (amount in words and figures), for the payment whereof, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Given under our hands and sealed with our seals this 14th day of March, 2012.

The condition of the foregoing obligation is such that,

WHEREAS, the above-named Principal is about to enter into a Contract with the Moreno Valley Community Services District whereby said principal agrees to perform the maintenance activities for PROECT NO. E-2/09, as provided in said Contract, which said Contract is hereby referred to and made a part hereof to the same extent as if the same were herein specifically set forth;

NOW, THEREFORE, if the said Principal or any subcontractor of said Principal shall fail to pay for any materials, provisions, provider of other supplies, or teams used in, upon, for or about the performance of said work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety will pay for the same in an amount not exceeding the sum hereinabove specified, and in case suit is brought hereon, a reasonable attorney's fee to be fixed by the Court, otherwise this bond shall be void and of no effect;

PROVIDED, that no amendment, change, extension of time, alteration, or addition to said Contract or Agreement, or of any feature or item or items or performance required therein or thereunder shall in any manner effect the obligation of the undersigned on or under this bond; and the surety does hereby waive notice of such amendment, limitation of time for bringing action on this bond by the District change, extension of time, alteration or addition to said Contract or Agreement, and of any feature or item or items of performance required herein or thereunder.

This bond shall inure to the benefit of any and all persons entitled to file claims under Sections 3181 through 3187 of the Civil Code of the State of California, and shall give right of action to such persons or their assigns in any suit brought upon this bond.

Item No. B.6

MATERIALS & LABOR BOND - cont.

WITNESS our hands this 14th day of March, 2012.

PRINCIPAL	SURETY
Name: Tropical Plaza Nursery, Inc.	Name: SureTec Insurance Company A(VII) CA
Address: 9642 Santiago Blvd.	Address: 155 N. Riverview Dr., # 103
Villa Park, CA 92861	Anaheim Hills, CA 92808
Telephone Number: 714 998 4100	Telephone Number: 714 769 9135
By: Leslie T. Fields	By:
Title: President	Title: Frank Morones, Attorney-in-Fact
By: Katrina J. Fields	By:
Title: Secretary/Treasurer	Title:

Approved as to form this 18th day of June, 2012.

Deputy City Attorney, in the Capacity of General Legal Counsel to the Moreno Valley Community Services District

(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)

POA #: 510278

SureTec Insurance Company A(NH)CA

LIMITED POWER OF ATTORNEY

A(NH) CA

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Frank Morones

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 3/31/2013 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

A(NH) CA

SURETEC INSURANCE COMPANY

By: _____

John Knox Jr., President

SURETEC INSURANCE COMPANY TEXAS

State of Texas ss:
County of Harris

On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public, State of Texas
My Commission Expires
May 18, 2013

Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 14th day of March, 2012, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 3/14/2012 (DATE) before me, L. Clark, Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"),

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

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

L. CLARK
Commission # 1825171
Notary Public - California
Los Angeles County
My Comm. Expires Nov 28, 2012

WITNESS my hand and official seal.

L. Clark

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☒ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

Item No. B.6

MV00201493

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Orange } ss.

On March 16, 2012 (Date), before me, Dolores Segura, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),
personally appeared Leslie T. Fields and Katrina J. Fields (Name(s) of Signer(s)),

☐ personally known to me

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

DOLORES SEGURA
Commission # 1824652
Notary Public - California
Orange County
My Comm. Expires Dec 16, 2012

Place Notary Seal Above

WITNESS my hand and official seal.

Dolores Segura
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Materials and Labor Bond - for the city of Moreno Valley

Document Date: March 14, 2012 Number of Pages: 4 pages

Signer(s) Other Than Named Above: Frank Morones, Attorney-In-Fact for the Bonding Co.

Capacity(ies) Claimed by Signer(s)

Signer's Name:
☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:
☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/30/2012

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

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

PRODUCER
Landscape Contractors (Lic#0755906)
Insurance Services, Inc.
1835 N. Fine Avenue
Fresno CA 93727

CONTACT NAME: Debbie Cerkueira
PHONE (A/C, No, Ext): (559) 650-3555 FAX (A/C, No): (559) 650-3558
E-MAIL ADDRESS: dcerkueira@lcisinc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Surety Corporation A(XV)	21881(CA)
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Tropical Plaza Nursery, Inc.
9642 Santiago Blvd.
Villa Park CA 92861

COVERAGES CERTIFICATE NUMBER: 12-13 WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PROJECT / LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATUTORY LIMITS / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		WC 81001966	4/1/2012	4/1/2013	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

RISK MANAGEMENT
Approved
M. Elozo 4-4-12
By Date

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: All landscape operations performed by or on behalf of the named insured.

CERTIFICATE HOLDER

City of Moreno Valley
Moreno Valley Community Services District
Community Redevelopment Agency of the Cit
the City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

D Cerkueira/KSAENZ

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Item No. B.6

APR-2-2012 14:35 FROM:TROPICAL PLAZA 17147000788 TO:19514133498
MV00201495

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/15/2012

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

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PRODUCER
Landscape Contractors (Lic#0755906)
Insurance Services, Inc.
1835 N. Fine Avenue
Fresno CA 93727

CONTACT NAME: Debbie Cerkueira
PHONE (A/C, No, Ext): (559) 650-3555 FAX (A/C, No): (559)650-3558
E-MAIL ADDRESS: dcerkueira@lcisinc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ARCH Insurance Company A(XV)CA	11150
INSURER B: Firemans Fund Ins Co A(XV)CA	21873
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Tropical Plaza Nursery, Inc.
9642 Santiago Blvd.
Villa Park CA 92861

COVERAGES CERTIFICATE NUMBER: 12/13 PKG & UMBRELLA REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X $500 PD DED GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			LCPKG0143103	2/14/2012	2/14/2013	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			SUO 000 1490 5202	2/14/2012	2/14/2013	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

RISK MANAGEMENT
Approved
M. Alonz 4-4-12
By Date

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: All landscape operations performed by or on behalf of the named insured.
Primary Insurance: Blanket Additional Insured per Attached 00GL0434000108
City of Moreno Valley, Moreno Valley Community Services District & Community Redevelopment Agency of the City of Moreno Valley (Excluding Professional Liability) are named as additional insured

CERTIFICATE HOLDER

City of Moreno Valley
Moreno Valley Community Services District
Community Redevelopment Agency of the City
the City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
D Cerkueira/REUSTO

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ACORD 25 (2010/05)

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Item No. B.6

FROM:TROPICAL PLAZA 17140007798 TO:19514133498 P.3/4

MV00201496

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED PROTECTION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any organization or person required to be named as an additional insured pursuant to a written contract or agreement.

The insurance provided by this endorsement is subject to the following:

a. This insurance does not apply to any person or organization not specifically approved by us as an additional insured.

b. Any insurance afforded an additional insured under this endorsement shall not begin before the date that the person or organization is approved by us as an additional insured.

c. ,The Limits of Insurance under this insurance, which are listed in the Declarations of this policy, shall not be increased, regardless of the number of additional insureds, or the limits specified in the contract or agreement.

d. Any coverage that is not provided under an additional insured's liability insurance policy for your acts, errors, or omissions is also not provided under this insurance.

e. With respects to the additional insured, this insurance does not apply to: 1. "Property Damage" to "your product" arising out of it or any part of it. 2. "Property Damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard". 3. Liability for "Property Damage" or "Bodily Injury" for acts, errors, omissions of an additional insured.

f. If required under written contract, this insurance will apply to an additional insured as primary insurance and other insurance which may be available to such additional insured shall apply on an excess basis.

g. If required by a written contract, we waive our right to recovery against any additional insured because of payments we make for injury or damage arising out of your ongoing operations, or "your work" done under a contract with that additional insured and included in the "products completed operations hazard".

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: N/A

Policy Number: LCPKG0143103 ✓

Named Insured: Tropical Plaza Nursery, Inc.

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date: 02-14-2012

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/28/2011

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

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PRODUCER
VANCE ORAND STATE FARM INSURANCE AGENCY INC.
220 S TUSTIN ST
ORANGE, CA 92866

CONTACT NAME:
PHONE (A/C, No, Ext): 714-538-6616 FAX (A/C, No): 714-997-5103
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Mutual Automobile Insurance Company	25178
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

A+(XV) CA

INSURED
TROPICAL PLAZA NURSERY INC.
9642 SANTIAGO BLVD.
VILLA PARK, CA 92867-2521

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY			F60-0202-F05-7S3-S22	12/05/2011	12/05/2012	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO / ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						BODILY INJURY (Per accident)	$
	X DESIGNAT						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	FLEET POLICY			F60-0202-F05-75H	12/05/2011	12/05/2012		

RISK MANAGEMENT
~~Approved~~
M. Wright 12-22-11
By Date

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

CERTIFICATE HOLDER

CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, AND COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY PO BOX 88005 MORENO VALLEY, CA 92705

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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1001486 132649.6 11-15-2010

ACORD 25 (2010/05)

Item No. B.6

MV00201498

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MV00201499

R.F.P. # E-2/09
EXHIBIT E – cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

A. Prices for Emergency Work, Additional Work, and Routine Irrigation Repair, per Section 3., paragraphs d., e., and g. of the Terms & Conditions, Section 4., paragraph m. of the General Provisions, and Section 6., paragraph f., of the Special Provisions.

UNIT PRICES

1.	Pop-up sprink. In place:	4"	@	$ 14.75	ea
		6"	@	$ 20.00	ea
		12"	@	$ 24.00	ea
2.	Pop-up gear drive sprink. in place:	4"	@	$ 24.00	ea
		12"	@	$ 40.00	ea
3.	Fixed Shrub sprink. In place:		@	$ 10.00	ea
4.	Fixed shrub gear drive sprink. In place:		@	$ 21.00	ea
5.	1 gal. shrub/vine/ground cover in place		@	$ 6.50	ea
6.	5 gal. shrub/vine/ground cover in place		@	$ 20.00	ea
7.	5 gal. tree in place (stakes incl)		@	$ 20.00	ea
8.	15 gal. tree in place (stakes incl)		@	$ 85.00	ea
9.	24" box tree in place (stakes incl)		@	$ 250.00	ea
10.	36" box tree in place (guy wires incl)		@	$ 650.00	ea
11.	Flat of ground cover in place		@	$ 18.00	ea
12.	Planter bed mulch in place		@	$ 35.00	/cu. yd
13.	Additional labor		@	$ 20.00	/man hour
14.	Additional supervision		@	$ 30.00	/man hour
15.	Additional Irrigation Technician		@	$ 35.00	/man hour

PROPOSER: Tropical Plaza Nursery, Inc.
(Company Name)

Item No. B.6

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

COST SECTION A, (ADD ITEMS 1 THROUGH 15: FROM PREVIOUS PAGE) $ 1,323.25

ROUTINE IRRIGATION REPAIR PRICES

A. Irrigation repair parts for routine repairs @ cost plus 15 %

COMPUTE TOTAL COST, SECTION A:

STEP 1: MULTIPLY "COST SECTION A" BY THE "COST PLUS" PERCENTAGE ENTERED FOR ITEM A. 18. ABOVE

STEP 2: ADD THE COMPUTATION RESULT TO "COST SECTION A" AND ENTER BELOW

TOTAL COST OF SECTION A = $ 1,521.74

B. Unit prices for Additional Work (additional landscape areas) per Section 3., paragraph f.

1. Additional parkway areas, planters, open space (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ .015 /sq. ft./mo.

TOTAL COST SECTION B:
ITEM 1. ABOVE = $ .015

C. Any other Additional Work shall be quoted per Section 3., paragraph d. of the Terms & Conditions. TOTAL ADDITIONAL WORK PRICE COST:

SUM OF TOTAL COSTS FOR SECTIONS A & B = $ 1,521.75

PROPOSER: Tropical Plaza Nursery, Inc.
(Company Name)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: May 14, 2013

TITLE: FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION IN PROJECT NO. E-3/11-12

RECOMMENDED ACTION

Recommendations:

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD Board): Approve the First Amendment to the Independent Contractor Agreement ("Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-3/11-12, ("First Amendment to Agreement for E-3/11-12") with Merchants Landscape Services, Inc., 8847 W. 9th Street, Rancho Cucamonga, CA 91730 for E-3 (Moreno Valley Ranch-West) and E-3A (Lasselle Powerline Parkway) areas.

2. Authorize the City Manager to execute the First Amendment to the Agreement for E-3/11-12 with Merchants Landscape Services, Inc.

3. Authorize adjustments in the purchase orders (POs) to Merchants Landscape Services, Inc., for a decrease in the PO for base maintenance services of $2,799.72 and an increase of $8,650.00 for additional work, for a net change to the Agreement of $5,850.28 when the First Amendment to the Agreement for E-3/11-12 has been signed by all parties.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services. Zone E (extensive landscape maintenance), provides landscape maintenance services at full or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 Stoneridge Ranch), E-14 Mahogany Fields, E-15 (Celebration), and E-16 (Shadow Mountain).

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors who perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement for landscape maintenance or other related specialty services, such as backflow testing, repair and replacement.

The Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. “Base services” include: mowing, edging and trimming of turf grass areas, pruning and trimming of shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes and groundcovers, and pesticide applications. Base services are performed on a scheduled rotation basis.

“Additional work” is unanticipated, extra services that may be required and can include added square footage to a service area at a pre-stated unit cost during the contracting term. Additional work services may include, but is not limited to, irrigation repairs, labor and materials, additional plant materials, fertilizer applications, and/or mulching, or unscheduled services as allowed per Exhibit E of the Agreement (See Attachment 3 - Additional Work Price List) or provided as a supplementary proposal for specialty services. While efforts are made to anticipate additional, unexpected or emergency work at the beginning of a contracting term, extra work and/or acceptance of additional service areas can occur which requires the Agreement to be amended to include the costs associated with any added additional work that may be required prior to the end of the term of the Agreement.

DISCUSSION

E-3/11-12 is the CSD landscape maintenance Agreement that covers the Zone E-3 (Moreno Valley Ranch – West) and E-3A (Lasselle Powerline Parkway) CSD maintained landscape service areas. Service levels are consistent with the terms of the CSD Zone E General Service Level Guidelines, as listed the CSD Zone E (Extensive Parkway Landscape Maintenance) Service Plan Policy, (the "Policy") as adopted by the CSD Board on September 25, 2007, and amended on April 26, 2011, which includes General Service Level Guidelines for Reduced Maintenance Service, which is applied to the parkways and medians of E-3 and parkway of E-3A, as they may apply.

The Agreement was authorized in the NTE amount of $151,410.56 ($133,101.60 for E-3 base maintenance services, $7,158.96 for E-3A base maintenance services, $10,250.00 for E-3 additional work, and $900.00 for E-3A additional work) for FY 2012/13.

In FY 2012/13, 12,120 sq. ft. of median turf from Zone E-3 was removed to accommodate the roadway extension of Nason Street, south of Iris Avenue. This change requires the base maintenance cost of the Agreement for E-3 to be adjusted from $133,101.60 to $130,301.88 for a reduction of $2,799.72 in the base maintenance amount.

Due to budgetary constraints, staffing reductions were necessary in the Special Districts Division during FYs 2011/12 and 2012/13. In FY 2012/13, tasks normally performed by field personnel, including irrigation repair services had to be transitioned to the Contractor in order to keep up with the workload. As a result of this change, the Agreement's additional work allocation is in need of an increase from $11,150.00 to $19,800.00 (an $8,650.00 increase) to cover the cost of additional, services to provide labor and materials for irrigation repairs and replanting services.

This First Agreement to the Agreement for E-3/11-12 will reduce the total base maintenance cost by $2,799.72 and increase the additional work cost by $8,650.00 for a net increase of $5,850.28. These adjustments are consistent with the costs identified in the Agreement. Approval of the First Amendment to the Agreement for E-3/11-12 will increase the NTE amount to $157,260.84 ($130,301.88 for E-3 base maintenance services, $7,158.96 for E-3A base maintenance services, $18,900.00 for E-3 additional work, and $900.00 for E-3A additional work) for FY 2012/13.

ALTERNATIVES

1. Approve the First Amendment to the Agreement for E-3/11-12 with Merchants Landscape Services, Inc. for E-3/11-12 in the form attached hereto to provide continuation of landscape maintenance and maintenance related services to Zone E-3, authorize the City Manager to execute said First Amendment to the Agreement for E-3/11-12 with Merchants Landscape Services, Inc., and authorize adjustments in the purchase orders to Merchants Landscape Services, Inc., for a decrease in the purchase order for base maintenance services of $2,799.72 and an increase of

$8,650.00 in the additional work purchase order. *By selecting this alternative the CSD Board will prevent interruptions in landscape maintenance services and allow for the necessary funding of additional work to be performed within those CSD landscaped service areas for the 2012/13 fiscal year.*

2. Do not approve the First Amendment to the Agreement for E-3/11-12 with Merchants Landscape Services, Inc. in the forms attached hereto for continuation of landscape maintenance and maintenance related services, do not authorize the City Manager to execute said First Amendment to the Agreement for E-3/11-12 with Merchants Landscape Services, Inc., and do not authorize adjustments in the purchase orders to Merchants Landscape Services, Inc., for a decrease in the purchase order for base maintenance services of $2,799.72 and an increase of $8,650.00 in the additional work purchase order. *By selecting this alternative, the CSD Board may allow for a lapse in necessary additional maintenance services to be provided and compensated for in the Zone E-3 (Moreno Valley Ranch – West) landscaped area.*

FISCAL IMPACT

CSD Zone E services are funded through a property owner approved parcel charge, which is levied and collected on the property tax bills to pay for parkway and median, landscape maintenance and associated landscape maintenance related services. **These actions will not impact the City's General Fund.**

The following table represents the Adjustments to be made in the General Ledger Account to the Zone E budget to accommodate the First Amendment to the Agreement for E-3/11-12 for landscape maintenance services.

Contractor	GL Account	Base Agreement Amount	2012/13 Additional Work Agreement Amount	2012/13 Agreement Total	2012/13 Net Adjustments[1]	2012/13 Amended Agreement Total
Merchants Landscape Services, Inc.	5013-30-79-25709-620910	$ 140,260.56	$ 11,150.00	$ 151,410.56	$ 5,850.28	$ 157,260.84

[1] E-3/E3A Agreement Adjustment includes a $2,799.72 reduction in the base amount as a result of a reduction of sq. footage maintained. The proposed Amendment for additional work for E-3/E-3A is a $8,650.00 increase.

CITY COUNCIL GOALS

Community Image and Positive Environment:

By approving the Amendments to the Agreements as listed herein, the CSD Board will allow for the promotion of a positive environment through continued maintenance of parkways and medians.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1 – First Amendment to the Agreement for E-3/11-12

Attachment 2 – Agreement for E-3/11-12

Attachment 3 – Additional Work Price List

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00201507

FIRST AMENDMENT TO THE INDEPENDENT CONTRACOR AGREEMENT MORENO VALLEY COMMUNITY SERVICES DISTRICT MORENO VALLEY RANCH – WEST (E-3) AND LASSELLE POWERLINE PARKWAY (E-3A) MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

PROJECT NO. E-3/11-12

This First Amendment to the Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT, a municipal corporation, hereinafter referred to as "CSD," and Merchants Landscape Services, Inc., a California Corporation hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for RFP NO. E3/11-12 PROJECT NO. E-3/11-12, hereinafter referred to as "Agreement," dated July 3, 2012; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform maintenance of landscaping and irrigation of the landscaped parkways and medians for E-3 (Moreno Valley Ranch-West) and E-3A (Lasselle Powerline Parkway) as provided in the Agreement; and,

WHEREAS, the Agreement was authorized in the not-to-exceed (NTE) amount of $151,410.56 ($140,260.56 for base maintenance services to be paid at a rate of $11,688.38 per month, one month in arrears and $11,150.00 for additional work); and,

FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. E-3/11-12

WHEREAS, on July 31, 2012, the Contractor was notified to remove 12,120 sq. ft. of median turf from service to accommodate the roadway extension of Nason Street, south to Iris Avenue, which reduced the amount of median area to be maintained and adjusted the Agreement from $151,410.56 to $148,610.48 (a $2,799.72 reduction in the base maintenance from $140,260.56 to $137,460.84); and,

WHEREAS, the amount of additional work that was identified is greater than anticipated when the Agreement was entered into, which will require an increase in the Agreement's additional work allocation from $11,150.00 to $19,800.00 ($18,900.00 for E-3 and $900 for E-3A), to cover the cost of additional services, including but not limited to labor and materials, for irrigation repairs and replanting services to be performed or provided by the Contractor; and,

WHEREAS, it is desirable to amend the amount of the Agreement from $151,410.56 to $153,360.84 to cover the net increase for additional cost of services, at the unit prices as listed in Exhibit E, I. Schedule II., C. of the Agreement.

SECTION 1 FIRST AMENDMENT to the AGREEMENT:

1.1 Amendment the NTE Agreement amount from $151,410.56 to $153,360.84 ($137,460.84 for base maintenance services, to be paid at a rate of $7,135.13 for the month of July 2012, and $6,880.31 for the months of August 2012 through June 2013, one month in arrears and $19,800.00 for additional work).

FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. E-3/11-12

1.1. a. Base Amount: Base amount was reduced from $140,260.56 to $137,460.84 by $2,799.72 for 12,120 sq. ft. of turf removed from service starting August 1, 2013.

1.1. b. Additional Work : Amend the Additional Work Amount of the Agreement, Exhibit C, Section 2. E from $11,150.00 to $19,800.00, an increase of $8,650.00, to accommodate additional labor and material costs associated with irrigation and replanting services.

SECTION 2

2.1 Except as otherwise specifically provided in this First Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. E-3/11-12

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District

Date: _____

Contractor: Merchants Landscape Services, Inc.

By: _____
Title: (President or Vice President)

Date: _____

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: _____

Affix Corporate Seal Below
(If applicable)

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

INDEPENDENT CONTRACTOR AGREEMENT

RFP NO. E-3/11-12
PROJECT NO. E-3/11-12

MORENO VALLEY RANCH-WEST (E-3) AND
LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name	Merchants Landscape Services, Inc.
Street Address	8847 W. 9th Street
Street Address	
City, State, Zip	Rancho Cucamonga, CA 91730
Mailing Address	
(If same as Street Address,	1510 S. Lyon St.
write same or same as above)	Santa Ana, CA 92705
Business Phone (with area code)	(800) 645-4881
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	
Fax Number	(909) 981-1029
Email Address	
Social Security Number	
Business License Number	
Federal Tax ID Number	
Contractor's License Number & Classification	765658 C27

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor the

B. services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

C. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.

D. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

E. The Contract Starting Date is July 1, 2012 and the Contract Ending Date is June 30, 2013. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will consider Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

F. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

A. Control of Work. Except for compliance with service schedules, general and technical provisions (which may also be referred to herein as specifications) and performance standards as provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7]

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Contract.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Moreno Valley Housing Authority of the City of Moreno Valley (MVHA), and the Moreno Valley Community Services District (District), and the their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, MVHA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, MVHA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide

legal defense for both the Contractor and the City, MVHA, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Contract

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/MVHA/District premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.
By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City's Risk Manager prior to the execution of this Contract. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority of the City of Moreno Valley, the Moreno Valley Community Services District, and, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the City of amendment or cancellation, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this

Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.

J. Termination.

1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.

2. The District may terminate this Contract without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall

govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor: 1510 S. Lyon St., Santa Ana, CA 92705
[Mailing Address (Post Office Box, if applicable]
(800) 645-4881
[Telephone number]
(909) 981-1029
[Fax number]
Patrick@merchantslandscape.com
[Email address]

With a copy to:
[Attorney for Contractor, if applicable]
[Street Address]
[Post Office Box, if applicable]
[City, State, Zip]
[Telephone number]
[Fax number]
[Email address]

To District (CSD): MORENO VALLEY COMMUNITY SERVICES DISTRICT
Public Works Department
Special Districts Division
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto, Senior Landscape Services Inspector
Telephone number: 951. 413-3480
Fax Number: 951. 413-3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951. 413-3036
Fax number: 951. 413-3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____
Title: Mayor, acting in the capacity of President of the Board of Directors of the Moreno Valley Community Services District

Date: 7/3/2012

Contractor

By: _____
Title: (President or Vice President)

Date: 6/12/12

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: 6/12/12

Affix Corporate Seal Below
(If applicable)

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
Deputy City Attorney

10-18-12
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

7/9/12
Date

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating one person is authorized to sign on behalf of all officers, attach corporate

PREMIUM IS WRITTEN FOR CONTRACT TERM SUBJECT TO ADJUSTMENT BASED UPON FINAL CONTRACT PRICE

**ONE HUNDRED FORTY THOUSAND TWO HUNDRED SIXTY 56/100

EXECUTED IN DUPLICATE
EFFECTIVE: July 1, 2012 to June 30, 2013
BOND NO. 72BSBGF0365

PREMIUM $ 2,244.00

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

RFP NO. E-3/11-12
PROJECT NO. E-3/11-12
MORENO VALLEY RANCH-WEST (E-3) AND LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the Board of Directors of the Moreno Valley Community Services District, State of California, known as "CSD," has awarded to Merchants Landscape Services, Inc as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as **PROJECT NO. E-3/11-12**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and Hartford Fire Insurance Company A(XV)CA, as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of ** dollars, ($140,260.56********), lawful money of the United States, to be paid to the said CSD or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

RISK MANAGEMENT
Approved

M. Adam 6-27-12
By Date

Item No. B.7

MV00201520

FAITHFUL PERFORMANCE BOND
PROJECT NO. E-3/11-12

BOND NO. 72BSBGF0365

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this 13th day of June 20 12.

CONTRACTOR (Principal)	SURETY
Contractor Name: Merchants Landscape Services, Inc.	Name: Hartford Fire Insurance Company A(XV) CA
Address: 1190 Monterey Pass Road	Address: One Pointe Drive, 6th Floor
Monterey Park, CA 91754	Brea, CA 92821
Telephone No.: 323-881-6701	Telephone No.: 714-674-1321
Print Name: Theodore Haas	Print Name: MARY SMITH Attorney-in-Fact
Signature: [signature]	Signature: Mary Smith

Approved as to Form this

13th day of June 2012

[signature]
Deputy City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of Orange

On June 13, 2012 (Date) before me, Nadine Rodriguez, Notary Public, (Here Insert Name and Title of the Officer)

personally appeared Theodore Haas (Name(s) of Signer(s))

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

NADINE RODRIGUEZ
Commission # 1974930
Notary Public - California
Orange County
My Comm. Expires Apr 13, 2016

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

WITNESS my hand and official seal.

Signature: Nadine Rodriguez (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____
RIGHT THUMBPRINT OF SIGNER: Top of thumb here	RIGHT THUMBPRINT OF SIGNER: Top of thumb here

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On June 13, 2012 , before me, Donna M. Green, Notary Public,

personally appeared Mary Smith

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

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

WITNESS my hand and official seal.

DONNA M. GREEN
COMM. #1886017
NOTARY PUBLIC • CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Apr. 16, 2014

Signature Donna M. Green
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
- ☐ PARTNER(S) ☐ LIMITED
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR

OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-4 A(XV)GA
P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code: 72-183250**

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut A(XV)GA
- [ ] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of unlimited:***

John D. Hunsinger, Mary Smith, Joyce Elzouki, Steven L. Brockmeyer, Ronald C. Wanglin, Donna M. Green
of
Pasadena, CA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Scott Sadowsky, Assistant Secretary

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

CERTIFICATE

Scott E. Paseka
Notary Public
My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 13, 2012.

Signed and sealed at the City of Hartford.

Gary W. Stumper, Assistant Vice President

Item No. B.7

EXECUTED IN DUPLICATE
EFFECTIVE: July 1, 2012 to June 30, 2013

**ONE HUNDRED FORTY THOUSAND TWO HUNDRED SIXTY 56/100

BOND NO. 72BSBGF0365

PREMIUM $ Included In Performance Bond

LABOR AND MATERIALS BOND
(100% of Total Contract Amount)

RFP NO. E-3/11-12
PROJECT NO. E-3/11-12
MORENO VALLEY RANCH-WEST (E-3) AND LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the board of Directors of the Moreno Valley Community Services District of the City of Moreno Valley, State of California, known as "CSD," has awarded to Merchants Landscape Services, Inc., as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement, whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as Project No. E-3/11-12, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and Hartford Fire Insurance Company A(XV)CA, as Surety, are held and firmly bound unto the City of Moreno Valley Community Services District for the City of Moreno Valley, County of Riverside in the penal sum of ** dollars, ($140,260.56*****) (words and figures), lawful money of the United States, to be paid to said CSD or its certain attorney, successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Moreno Valley Community Services District, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the CSD and judgment is recovered, the Surety shall pay all costs incurred by the CSD in such suit, including reasonable attorney fees to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extensions of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

RISK MANAGEMENT
Approved

M. Allonzo 6-27-12
By Date

Item No. B.7

MV00201525

LABOR AND MATERIAL BOND
PROJECT NO. E-3/11-12

WITNESS our hands this 13th day of June, 20 12.

PRINCIPAL	SURETY
Name: Merchants Landscape Services, Inc.	Name: Hartford Fire Insurance Company A(XV)CA
Address: 1190 Monterey Pass Road Monterey Park, CA 91754	Address: One Pointe Drive, 6th Floor Brea, CA 92821
Telephone Number: 323-881-6701	Telephone Number: 714-674-1321
By: [signature]	By: Mary Smith MARY SMITH
Title: Chairman	Title: Attorney-In-Fact
By:	By:
Title:	Title:

Approved as to form this 25th day of June, 20 12.

[signature]
Deputy City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.**
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).

The bond shall include the address at which the Principal (Contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of Orange

On June 13, 2012 (Date) before me, Nadine Rodriguez, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Theodore Haas (Name(s) of Signer(s))

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

NADINE RODRIGUEZ
Commission # 1974930
Notary Public - California
Orange County
My Comm. Expires Apr 13, 2016

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

WITNESS my hand and official seal.

Signature: Nadine Rodriguez (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____
RIGHT THUMBPRINT OF SIGNER: Top of thumb here	RIGHT THUMBPRINT OF SIGNER: Top of thumb here

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On June 13, 2012 , before me, Donna M. Green, Notary Public,

personally appeared Mary Smith

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

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

WITNESS my hand and official seal.

DONNA M. GREEN
COMM. #1886017
NOTARY PUBLIC • CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Apr. 16, 2014

Signature Donna M. Green
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
- ☐ PARTNER(S) ☐ LIMITED
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR

OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Item No. B.7

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-4 A(XV)CA
P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code: 72-183250**

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- [ ] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
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- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
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- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast,** a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of unlimited:***

John D. Hunsinger, Mary Smith, Joyce Elzouki, Steven L. Brockmeyer, Ronald C. Wanglin, Donna M. Green
of
Pasadena, CA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Scott Sadowsky, Assistant Secretary

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

CERTIFICATE

Scott E. Paseka
Notary Public
My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 13, 2012.

Signed and sealed at the City of Hartford.

Gary W. Stumper, Assistant Vice President

Item No. B.7

MV00201529

EXHIBIT A

RFP NO. E-3/11-12
PROJECT NO. E-3/11-12

MORENO VALLEY RANCH-WEST (E-3) AND
LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. GENERAL PROVISIONS - SCOPE OF WORK

A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 20, Project Location Map.

B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf, groundcover, and shrub areas designated hereunder; regularly maintain and prune those portions of trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.

E. All work shall be performed in accordance with the General and Technical Provisions of this Contract and in accordance with an approved service schedule, as approved by the Director. Service schedules may be modified with 30 days advance written notice by the District.

2. GENERAL PROVISIONS - SCHEDULING OF WORK

A. The Contractor will adhere to the facilities, equipment and monthly and annual work schedules submitted as a part of the Contractor's RFP, and incorporated herein by this reference. These schedules, and any approved revisions thereto, will be used by the District as a basis for determining Contractor's satisfactory performance.

B. Revisions to facilities, equipment, or monthly and annual work schedules may not be implemented without the prior written approval of the Director. The Contractor is required to submit proposed revisions regarding facilities, equipment or monthly and annual work schedules in writing to the District at the address as set forth in the Independent Contractor Agreement, Section 3, paragraph N. at least ten (10) working days prior to commencing work per the proposed revisions.

C. Failure to submit proposed revisions concerning facilities, equipment, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations. Specialty type maintenance operations includes, but is not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

F. When inclement weather renders performance per the approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor is required to adjust his work force in order to accomplish those work items not affected by weather, and will contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-

performance penalties per Exhibit C, Section 4.

G. For the purposes of this Contract, "Working Days" are Mondays through Thursdays, excluding holidays as provided herein. The hours of on site maintenance service will be from 7:00 a.m. to 4:30 p.m., not including mobilization to or from work site, on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

3. GENERAL PROVISIONS - FUNCTIONS AND RESPONSIBILITIES

A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Appendix B, Monthly Report Form), and shall be

C. submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

D. The Director may require the Contractor to attend meetings with the District field staff at some fixed interval to review the Contractor's operations, and schedule future work as may be ordered by the Director. Failure to attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.

E. The Contractor shall maintain an office at some fixed place, and be listed in the telephone directory in Contractor's own name or in the Contractor's company name. Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph E. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

F. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by telephone, written email, written mailed correspondence or facsimile transmission. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at **<u>any</u>** time:

1. City Manager
2. Director of Public Works
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Street Maintenance Supervisor
7. Senior Landscape Services Inspector
8. Landscape Services Inspector

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. GENERAL PROVISIONS - CONTRACTOR'S STAFF

A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.

C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.

D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements.

   Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. GENERAL PROVISIONS - EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited

above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

6. GENERAL PROVISIONS - COMPLAINTS

A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.

B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B.

C. In addition to the provisions of Section 6., paragraph A. in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. GENERAL PROVISIONS - SAFETY

A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2010 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Exhibit A, Section 3, paragraph J of the Contract Agreement.

8. USE OF CHEMICALS

A. Before the beginning of the Contract period, the Contractor is required to submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS) of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.

B. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.

D. Contractor shall report all fertilizers and pesticides used in the performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3, paragraph B. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the City that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.

B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars ($25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Driver, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL PROVISIONS

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed per the frequency of service table, as set forth in Exhibit E. Should weather and/or site conditions preclude the normally scheduled frequency of this service during any month, or portion thereof, the maintenance schedule shall be modified at the discretion and approval of the Director.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall

be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Provisions - Fertilization, Section 18.

13. Pest control: See Technical Provisions - Pesticide Use, Section 19.

14. Aeration:

    (a) All turf areas shall be aerated per the frequency of service table, as set forth in Exhibit E, unless otherwise directed by the Director;

    (b) Aeration shall be done per the frequency of service table, as set forth in Exhibit E, or as directed by District field staff;

    (c) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

    (d) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

    (e) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

    (f) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions – Fertilization, Section 18.

15. Renovation/thatching and additional areation operations are to be considered Additional Work, per Exhibit C., Section 2.

16. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Trees shall be pruned at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Portions of trees up to eighteen feet (18') in height shall:

   (a) Be pruned to enable successful adaptation to their particular site situation;

   (b) Have no more than one-third (1/3) of living branches removed annually;

   (c) Be fertilized only as directed by District field staff.

6. Portions of trees over eighteen feet (18') in height shall:

   (a) Be inspected annually;

   (b) Pruned and/or trimmed as necessary to maintain proper site orientation;

   (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

   (d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall not be allowed:

   (a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

   (c) Use of pruning paint/pruning compound/wound dressing;

   (d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Provisions – Pesticide Use, Section 19.

13. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Shrubs shall be pruned and/or trimmed per the frequency of service table, as set forth in Exhibit E, unless otherwise directed by the Director, in order to:

   (a) Remove dead, diseased, or damaged branches;

(b) Remove unwanted encroachments into public and/or utility rights-of-way;

(c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned in a manner that will:

(a) Enable successful adaptation to their particular site situation;

(b) Follow the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

6. Pruning tools must:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices are not allowed:

(a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") <u>will be done only when authorized by the Director on a site-specific basis</u>.

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

(c) Use of pruning paint/pruning compound/wound dressing.

8. Fertilization: See <u>Technical Provisions - Fertilization</u>, Section 18.

9. Pest control: See <u>Technical Provisions –Pesticide Use</u>, Section 19.

10. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Technical Provisions, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed per the frequency of service table, as set forth in Exhibit E , unless otherwise directed by the Director in order

to:

(a) Remove dead, diseased, or damaged branches/crowns;

(b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

(c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

   (a) To enable successful adaptation to their particular site situation;

   (b) In accordance with accepted practices for the particular species in question;

5. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Provisions - Fertilization, Section 18.

8. Pest control: See Technical Provisions --Pesticide Use, Section 19.

9. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

E. WEED CONTROL

1. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

2. Weed control shall be addressed per the frequency of service table, as set forth in Exhibit E, unless otherwise directed by the Director.

3. Chemical weed control: See Technical Provisions – Pesticide Use, Section 19.

4. Site areas subject to weed control per these Specifications include, but are

not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.

5. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

6. Failure to adhere to the specifications of this section of the Technical Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. Said maintenance shall include, but not be limited to: visual and operational inspections; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

3. For the purposes of this section, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

   (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage;

   (b) Be turned off during periods of rainfall, or as directed by District field staff;

(c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

   (a) Be operated only when Contractor's personnel are present on site;

   (b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;

   (c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. Debris/litter control shall be provided per the frequency of service table, as set forth in Exhibit E, unless otherwise stated herein this Section and/or as directed by the Director.

2. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

3. Contractor shall remove from both planted areas and adjacent hardscapes/walkways the following items, which include but are not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by the Contractor before the close of business the working day following notification of this condition.

4. All hardscape areas that include, but are not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

5. The Contractor shall dispose of all debris and litter, as described in paragraphs 1 and 2 above, off-site, and in a legal manner.

6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices such as, televisions,

computers and computer monitors; firearms, ammunition or other appliances. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

7. Failure to adhere to the specifications of this section of the Technical Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in the performance of contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in the course of the performing the contract's Scope of Work services at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

18. TECHNICAL PROVISIONS - FERTILIZER

A. TURF FERTILIZATION

1. Fertilizer shall be applied to turf areas in accordance with Table I, below. At the discretion and request of the Director additional applications at the pricing terms as listed in the additional work section of Scheduled II may be provided. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs
OCT	1	22-5-5*	1.25	5.7 lbs

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See the following section on fertilizers.

**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See the following sections, below, regarding fertilizers.

1. Humus base fertilizers to be applied by drop spreader only.

2. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

3. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

4. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

5. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. All shrubs and ground covers shall be fertilized per the frequency of service table, as set forth in Exhibit E. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification is required to Director five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

19. TECHNICAL PROVISIONS – PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.

3. All pesticide applications shall be applied as directed by the Director.

4. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

5. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. For pesticide application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice a year, as determined by the Director.

   (b) Appropriate chemical control must be used on the following weeds.

   Bermuda Grass
   Kikuyu Grass
   Nutsedge
   Field Bindweed
   Spurge

   The aforementioned list is inclusive; other species may be added by the Director as necessary

   (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

   (a) Snails shall be controlled on a regular basis on the following plant species:

   Agapanthus africanus
   Aptenia sp.
   Gazania sp.
   Hemerocallis sp.

   (b) Snails shall be controlled on an as needed basis on all other plant material.

   (c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

   (a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(b) The Director may require all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(c) The Director may require all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(d) The Director may require all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

(a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Insect and Disease Control

(a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

20. PROJECT LOCATION MAP

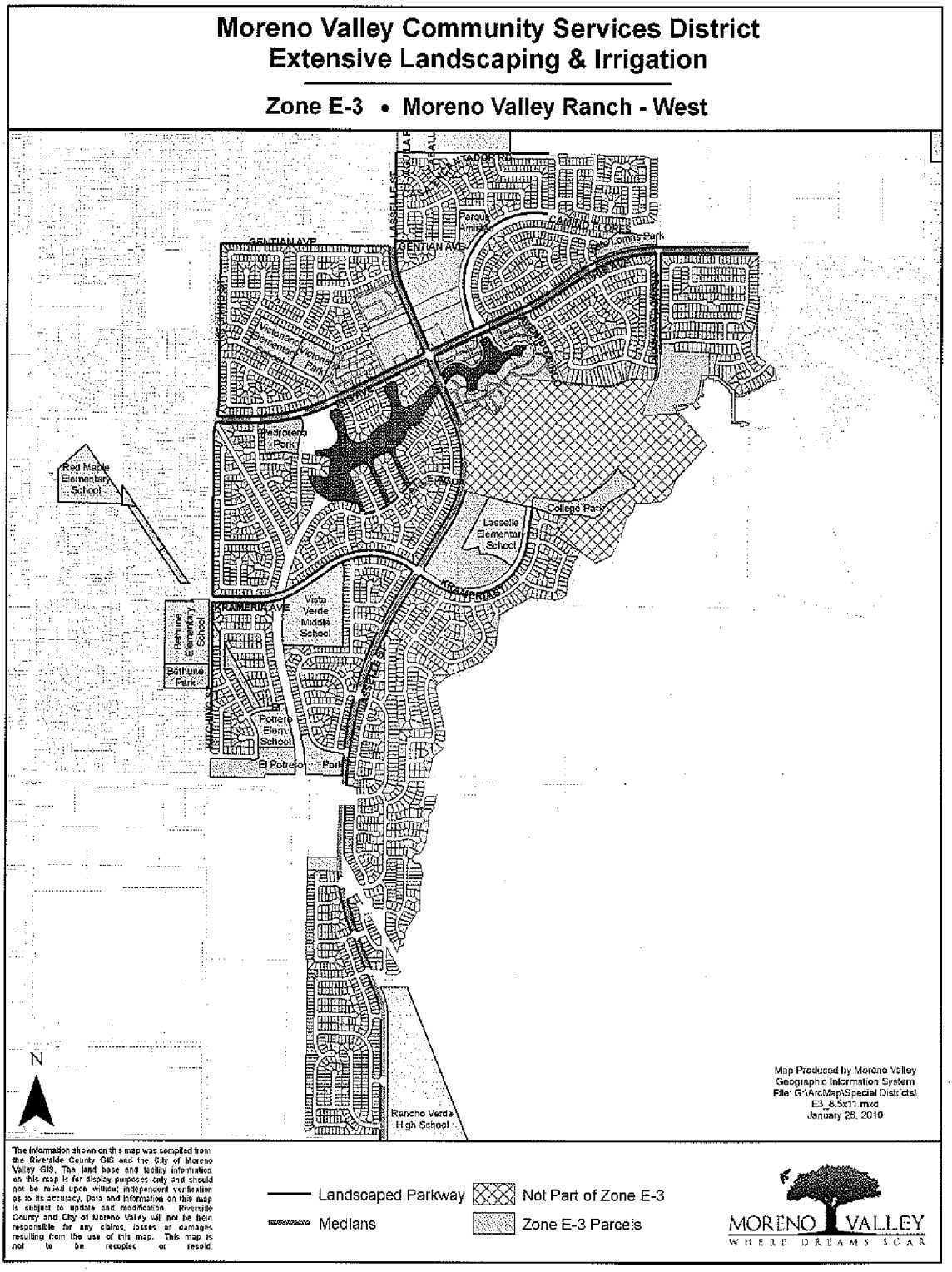

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-3A • Lasselle Powerline Parkway
(Areas de lineas de alta tensión por la Lasselle)

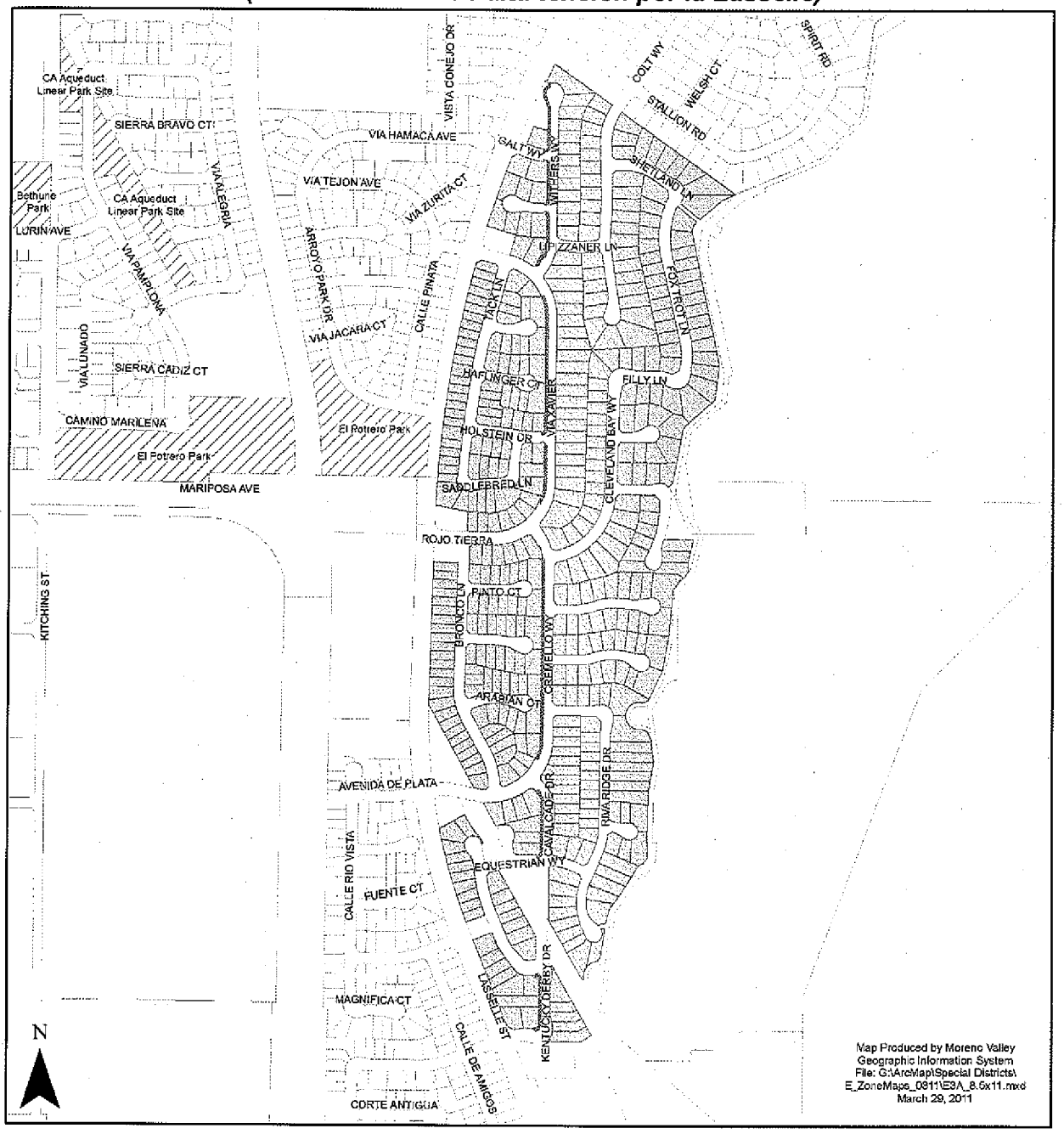

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Landscaped Parkway *(Areas Ajardinadas)*

Zone E-3A Parcels *(Zona E-3A Parcelas)*

MORENO VALLEY
WHERE DREAMS SOAR

EXHIBIT B: District Responsibilities

RFP NO. E-3/11-12
PROJECT NO. E-3/11-12

MORENO VALLEY RANCH-WEST (E-3) AND
LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACT SUPERVISION

A. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.

B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C: Payment Terms

RFP NO. E-3/11-12
PROJECT NO. E-3/11- 12

MORENO VALLEY RANCH-WEST (E-3) AND
LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACTOR'S COMPENSATION

A. The Contractor will be paid monthly per site based upon successful performance of the maintenance services provided in accordance with an approved service schedule for each area/site and in compliance with the terms and provisions of this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports for the: 1) maintenance performed, 2) Greenwaste, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month, and 5) a detailed invoice for services in accordance with the Contract price for the work performed, which shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org.

Accounts Payable questions can be directed to (951) 413-3073.

Copies of invoices and reports will be submitted to the Special Districts Division of the Public Works Department at specialdistricts@moval.org. Calls may also be directed to the Special Districts Division at (951) 413-3480.

B. The Contractor will obtain and keep current during the term of this Contract, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at http://www.moval.org/do_biz/biz-license.shtml.

C. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of eleven thousand, six hundred eighty-eight dollars and thirty-eight/100 ($11,688.38) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed one hundred forty thousand, two hundred sixty dollars and fifty-six/100 ($140,260.56), except as provided for in Section 2 below.

D. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the

completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall_forms.shtml#bf.

E. The minimum information required on all invoices includes:

1. Vendor Name, Mailing Address and Phone Number
2. Invoice Date
3. Vendor Invoice Number
4. City – provided Reference Number (Project No. and Title)
5. Detailed work hours by class title (e.g. Manager, Technician or Specialist), services performed, and rates, explicit portion of a contract amount or detailed billing information is sufficient to justify the invoice amount: single or lump sum amounts without detail are not acceptable.

F. The City shall pay the Contractor for all invoiced and authorized maintenance services within thirty (30) days of receipt of invoice for the same.

G. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2, paragraph C. herein this Exhibit, in addition to the work set forth in Exhibit A, General Provisions - Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Schedule II, Section B & C or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2, paragraph B. below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to

the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in Exhibit E, Schedule II , shall be prorated from the day the Contractor commences work on the additional areas.

D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Schedule II, Section B and C. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).

E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of $11,150.00 for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

A. Work required in the General or Technical Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, telephone, facsimile transmission or in writing.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the District to allow for explanations.

EXHIBIT D: Term of Contract

RFP NO. E-3/11-12
PROJECT NO. E-3/11-12

MORENO VALLEY RANCH-WEST (E-3) AND
LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. TERM OF CONTRACT

A. Following approval by both parties, the Contract will commence on July 1, 2012, and shall terminate June 30, 2013 (12) months thereafter.

B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.

C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.

E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

merchants
landscape services, inc.

COMPANY PROFILE

Merchants Landscape Services is a full service landscape maintenance contractor, which currently operates Five Regional offices in Southern California.

Merchants Landscape Services corporate headquarters is located in Santa Ana. Merchants Landscape is the largest provider of municipal landscape maintenance in Southern California. This growth was accomplished without a marketing department or acquisitions. MLS's corporate philosophy is based on service and client retention. Our Sun Valley branch service's LA and Ventura counties, the Santa Ana and Irvine branch's Orange County, the Rancho Cucamonga branch and our Palm Springs branch service's Riverside and San Bernardino counties. Merchants Landscape Services has over 350 employees and maintains a fleet of over 200 trucks and trailers. Company annual sales will exceed $16,000,000.00 this year.

We have hundreds of accounts encompassing a wide range of maintenance clients. These include national Hotels, Regional Shopping centers, HOA's and commercial centers in every county. Also included are large regional Hospitals, school districts, and County contracts. However, nearly 95% of the company's revenue is generated from municipality landscape maintenance contracts. Merchants Landscape Services is currently servicing the cities of:

Palm Springs	Ontario	Rancho Palos Verde
Anaheim	Riverside	Palos Verde Estates
Orange	Pasadena	San Juan Capistrano
Aliso Viejo	Yorba Linda	Manhattan Beach
Sierra Madre	County of Orange	Irvine
Moreno Valley	Newport Beach	

Merchants welcomes any interested future clients to contact any of our current clients regarding Merchants services.

Merchants Landscape Services is 1 of only 2 landscape maintenance companies in California that are self-insured for workers compensation insurance. Allowing Merchants to maintain a lower cost of operation and provide our clients with very competitive pricing.

The contact lead person for the City of Moreno Valley Ranch will be the Regional Manager Patrick Healy, patrick@merchantslandscape.com. The office is located at 8847 W. 9th St., Rancho Cucamonga, CA. 91730, office # (800) 645-4881, Fax # (909) 981-1029

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

RFP NO. E-3/11-12
PROJECT NO. E-3/11-12

MORENO VALLEY RANCH-WEST (E-3) AND
LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

RFP NO. E-3/11-12
PROJECT NO. E-3/11-12

MORENO VALLEY RANCH-WEST (E-3) AND
LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

I: SCHEDULE I – VENDOR INFORMATION

A. COMPANY NAME: Merchants Landscape Services, Inc.

TYPE
- Sole proprietor _____
- Partnership _____
- Corporation X

B. COMPANY ADDRESS (STREET) 8847 W. 9th St.

(CITY, STATE, ZIP) Rancho Cucamonga, CA. 91730

C. COMPANY ADDRESS (MAILING) 1510 S. Lyon St.

(CITY, STATE, ZIP) Santa Ana, CA. 92705

D. BUSINESS PHONE NUMBER(with area code) (800) 645-4881

E. SATELLITE OFFICE ADDRESS (if applicable):
See attached Branch List

F. SATELLITE OFFICE PHONE NUMBER See attached

G. CONTRACTOR'S LICENSING INFORMATION:

1. LICENSE NUMBER/CLASSIFICATION/NAME STYLE: 765658 C27
2. NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 13 yrs.
3. LICENSE EXPIRATION DATE: 7-31-13
4. CURRENT LICENSE STATUS: Active

5. PRIOR ACTIONS AGAINST THIS LICENSE? Yes / (No)
6. IF YES, LIST CITATION TYPE AND HOW RESOLVED: _____

H. .COMPANY'S FEDERAL IDENTIFICATION NO.: 95-4725606

I. NAME AND TITLE(s) OF COMPANY OFFICERS:

Mark Brower	President
Theodore Haas	Chairman

J. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES: 13 yrs.

K. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 11 yrs.

L. CURRENT LANDSCAPE MAINTENANCE OPERATIONS

THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED IN ANSWER TO THIS QUESTION (QUESTION L.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

TOTAL NUMBER OF LANDSCAPE MAINTENANCE CONTRACTS: 96

PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 97%

TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: $15,800,000/year

1. NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS:	21	AVERAGE WAGE SCALE: $ 30.00/ *
TECHNICIANS:	26	AVERAGE WAGE SCALE: $ 19.00/Hr.*
FOREMEN:	69	AVERAGE WAGE SCALE: $ 15.00/Hr.*
LABORERS:	220	AVERAGE WAGE SCALE: $ 12.00/Hr.*

*Use the fully burdened rate (i.e., taxes, insurance, benefits, OH &P) - This is a prevailing wage project.

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

A. MOTOR VEHICLES
- TYPE: See attached NUMBER: 143
- TYPE: _____ NUMBER: _____

- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____

B POWER EQUIPMENT
- TYPE: SEE ATTACHED NUMBER:_____
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____

II: REFERENCES

Attach Responses to this question on additional sheets – One sheet per reference

A. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.

B. REFERENCE RESPONSES MUST INCLUDE:

1. NAME AND ADDRESS OF AGENCY;
2. NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
3. CONTRACT NAME(S) / NUMBER(S);
4. ANNUAL CONTRACT AMOUNT(S);
5. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
6. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
6. LENGTH OF CONTRACT(S).

C. **THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:**

1. How many (number) of contracts and years under contract?
2. What are/were the Scope of the contract(s), acreage amounts, location(s)?
3. What are/were the Contract amount(s)?
4. Do/did they have adequate (quantity/quality) staffing?
5. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
6. Does staff have the ability to comprehend/speak English?
7. How are/were the appearance, uniforms, and use of safety equipment?
8. Do/did they have availability of additional personnel for extra work/special projects?
9. Is/was the equipment used in good working order?
10. Do/did they have an effective in-company communications system?
11. How is/was the knowledge of project/contract standards?
12. Do/did they have the ability to respond to complaints/requests in a timely fashion?

MERCHANTS LANDSCAPE SERVICES, INC.

References

CITY OF IRVINE
P.O. Box 19575
Irvine, CA. 92623
Contact: Ariel De La Paz
Phone: (949) 724-7619
Project Completion: On going to 2014
Project size in $: $3,000,000/year
City Parks & Sports Parks

CITY OF PALM SPRINGS
3200 Tahquitz Canyon Dr.
Palm Springs, CA. 92262
Contact: Vickie Oltean
Phone: (760) 831-8665
Project Completion: On going to 2013
Project Size in $: $1,200,000/year
Sports Parks, City Parks, Facilities, and Medians

CITY OF ORANGE
230 E. Chapman
Orange, CA. 92866
Contact: Dana Robertson
Phone: (714) 744-7283
Project Completion: On going to 2016
Project size in $: $750,000/year
All City Parks & Assessments Districts

CITY OF PALOS VERDES ESTATES
340 Palos Verdes Drive West
Palos Verdes Estates, CA. 90274
Contact: Carl Mortiz
Phone: (310) 378-0383
Project Completion: On going to 2012
Project size in $240,000/year Parklands and Right of Way Maintenance

CITY OF NEWPORT BEACH
3300 Newport Blvd.
Newport Beach, CA. 92658
Contact: Dan Sereno
Phone: (949) 644-3069
Project Completion: On going to 2012
Project size in $: $650,000/year
All City Medians & Parkways

CITY OF MANHATTAN BEACH
3621 Bell Avenue
Manhattan Beach, CA. 90266
Contact: Juan Price
Phone: (310) 802-5310
Project Completion: On going to 2015
Project size in $: $500,000/year
All City Medians, Parks & Facilities

CITY OF MORENO VALLEY
14325 Frederick St., Ste: 9
Moreno Valley, CA. 92552
Contact: Dan Monto
Phone: (951) 413-3492
Project Completion: On going to 2013
Project size in $64,416.00/year
Maintenance of Parkway & Medians

CITY OF YORBA LINDA
4845 Casa Loma Ave.
Yorba Linda, CA. 92886
Contact: Bruce Carleton
Phone: (714) 961-7170
Project Completion: On going to 2012
Project size in $:420,000.00
City Parks

13. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
14. How accurate & timely is/was billing/invoicing?
15. Have Contract(s) been successfully completed to term?
16. Would you accept future proposals/bids from this company?

III: PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

A. **Facilities** – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

8847 W. 9th St.
Rancho Cucamonga, CA. 91730

15507 Sunview Circle
Riverside, CA. 92504

B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **Equipment:**

See below

2. **Motor Vehicles:**

1 - F150 with trailer
1 - Ranger Irrigation Truck

3. **Turf Maintenance Power Equipment/Tools:**

1 - Rider Lazer
1 - 36" Walk Behind

4. **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**
(List both powered and hand equipment/tools)

2 - Hedge trimmers
2 - Blowers
2 - String trimmers
1 - Lopper
1 - Hand tool

5. **Irrigation System Maintenance Equipment:**
(List both powered and hand equipment/tools)

Universal Remote
Wire Tracker
All necessary hand tools

6. **Fertilizer Application Equipment:**
(List both powered and hand equipment/tools)

Earthway rotary spreaders
Scotts Accu Pro 2000
Lesco commercial plus 2 speed power spreader
Lesco walk behind spreader

7. **Pesticide Application Equipment:**
(List both powered and hand equipment/tools)

4 gal. Lesco backpack sprayer
Lesco commercial plus 2 speed power sprayer
Lesco commercial plus power sprayers 50 gal. each

C. **Staff**: - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**
(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

1 - Supervisor - Part Time
1 - Foreman - Full Time
4 - Laborer - Full Time & Part Time

2. **Tree Trimming/Maintenance:**
(List any ISA or equivalent certified personnel)

N/A

3. **Irrigation System Maintenance:**
(List technical personnel – include any relevant education, certification, licensing information for each person listed)

1 - Irrigation Tech part time

4. **Pesticide Application:**
(List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.)

1 - QAL Applicator part time

IV: PROPOSED PROJECT WORK SCHEDULES

Pages 70-73 contain blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed scheduled for performing the services as describe in Exhibit A. For those services listed under the Technical Provisions found in Exhibit A, Section 17, and Section 18 B (Shrub & Ground Cover Fertilization) refer to the FREQUENCY OF SERVICE TABLE located in Exhibit E, for **Service Schedule Level 3**, page 74. Use additional sheets as necessary to provide a full and comprehensive response on each of the schedule sheets.

If selected, the awarded Contractor will provide the CSD, within 30 days after contract execution, a mapped work schedule for E-3 and E-3A. Sample mapped work schedules have been provided for reference.

A. MONTHLY SCHEDULE SHEET

1. List all tasks specified to be performed on a weekly or monthly basis for the E-3 and E-3A areas in the box corresponding to the day of the week/month the work is proposed to be performed.

2. Be sure to include administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

B. ANNUAL SCHEDULE SHEET

1. List all tasks specified to be performed for the E-3 and E-3A areas at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which the work is proposed to be performed.

2. Be sure to include any administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

MERCHANTS LANDSCAPE SERVICES, INC.
C CITY OF MORENO VALLEY
ANNUAL MAINTENANCE SCHEDULE 2012
E-3 FULL SERVICE

Merchants Landscape Services
8847 W. 9th Street
Rancho Cucamonga, CA 91730
California Contractor's License
#765658

January 2012

JAN.	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Mow & edge turf weekly	Mow & edge turf weekly Fertilize 22-0-6	Mow & edge turf weekly Broadleaf	Mow & edge turf weekly Broadleaf Aerate	Mow & edge turf weekly	Mow & edge turf weekly Fertilize 22-5-5	Mow & edge turf weekly Aerate	Mow & edge turf weekly	Mow & edge turf weekly	Mow & edge turf weekly De-thatching Aerate Fertilize 22-5-5	Mow & edge turf weekly	Mow & edge turf weekly
Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees pre-emergence Weed Control	Trim shrubs ground cover, Vines & trees snail bait Fertilize Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees snail bait Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Inspection of trees Fertilize Weed Control	Trim shrubs ground cover, Vines & trees snail bait Weed Control	Trim shrubs ground cover, Vines & trees pre-emergence Weed Control	Trim shrubs ground cover, Vines & trees Weed Control
Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly
Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week

merchants landscape services, inc.

MERCHANTS LANDSCAPE SERVICES, INC.
C CITY OF MORENO VALLEY
ANNUAL MAINTENANCE SCHEDULE 2012
E-3 SERVICE SCHEDULE LEVEL 2

Merchants Landscape Services
8847 W. 9th Street
Rancho Cucamonga, CA 91730
California Contractor's License
#765658

January 2012

JAN.	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Mow & edge turf bi-weekly	Mow & edge turf bi-weekly Broadleaf Fertilize	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly Aerate	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly Fertilize	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly Aerate	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly
	Trim shrubs ground cover, Vines & trees Weed Control		Trim shrubs ground cover, Vines & trees Fertilize Weed Control		Trim shrubs ground cover, Vines & trees Weed Control		Trim shrubs ground cover, Vines & trees Weed Control	inspection of trees Fertilize	Trim shrubs ground cover, Vines & trees Weed Control		Trim shrubs ground cover, Vines & trees Weed Control
Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly
Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week

MERCHANTS LANDSCAPE SERVICES, INC.
C CITY OF MORENO VALLEY
ANNUAL MAINTENANCE SCHEDULE 2012
E-3 SERVICE SCHEDULE LEVEL 3

Merchants Landscape Services
8847 W. 9th Street
Rancho Cucamonga, CA 91730
California Contractor's License
#765658

January 2012

JAN.	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Mow & edge turf bi-weekly	Mow & edge turf bi-weekly Fertilize	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly Aerate	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly Fertilize	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly
Trim shrubs ground cover, Vines & trees Weed Control			Trim shrubs ground cover, Vines & trees Fertilize Weed Control			Trim shrubs ground cover, Vines & trees Weed Control		Inspection of trees	Trim shrubs ground cover, Vines & trees Weed Control		
Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly
Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week

MERCHANTS LANDSCAPE SERVICES, INC.
C CITY OF MORENO VALLEY
ANNUAL MAINTENANCE SCHEDULE 2012
E-3A FULL SERVICE

Merchants Landscape Services
8847 W. 9th Street
Rancho Cucamonga, CA 91730
California Contractor's License
#765658

January 2012

JAN.	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees pre-emergence Weed Control	Trim shrubs ground cover, Vines & trees snail bait Fertilize Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees snail bait Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Inspection of trees Fertilize Weed Control	Trim shrubs ground cover, Vines & trees snail bait Weed Control	Trim shrubs ground cover, Vines & trees pre-emergence Weed Control	Trim shrubs ground cover, Vines & trees Weed Control
Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly
Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
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OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week

MERCHANTS LANDSCAPE SERVICES, INC.
C CITY OF MORENO VALLEY
ANNUAL MAINTENANCE SCHEDULE 2012
E-3A SERVICE SCHEDULE LEVEL 2

Merchants Landscape Services
8847 W. 9th Street
Rancho Cucamonga, CA 91730
California Contractor's License
#765858

January 2012

JAN.	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
	Trim shrubs ground cover, Vines & trees Weed Control		Trim shrubs ground cover, Vines & trees Fertilize Weed Control		Trim shrubs ground cover, Vines & trees Weed Control		Trim shrubs ground cover, Vines & trees Weed Control	Inspection of trees Fertilize	Trim shrubs ground cover, Vines & trees Weed Control		Trim shrubs ground cover, Vines & trees Weed Control
Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly
Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
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OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week

City of Moreno Valley
Landscape Maintenance Crew

E-3 E-3A Level 3 Jan-12

3 man detail crew	3 man detail crew	4 man mow crew	4 man mow crew		
Monday	*Tuesdays*	*Wednesdays*	*Thursday*	*Fridays*	*Legend*
E-3 Detail Crew	E-3 Detail Crew	E-3 Mow and Edge	E-3 Mow and Edge		1st Week
E-3 Detail Crew	E-3 Detail Crew	E-3 Detail Crew	E-3 Detail Crew		2nd Week
E-3 Detail Crew	E-3 Detail Crew	E-3 Mow and Edge	E-3 Mow and Edge		3rd Week
E-3 Detail Crew	E-3 Detail Crew	E-3 Detail Crew	E-3 Detail Crew		4th Week

MV00201577

City of Moreno Valley
Landscape Maintenance Detail Crew

E-3 E-3A

Level 3

1 man irrigator	1 man irrigator				
Mondays	*Tuesdays*	*Wednesdays*	*Thursday*	*Fridays*	*Legend*
Inspection Area E-3	Inspection Area E-3				1st Week
Inspection Area E-3	Inspection Area E3A				2nd Week
Inspection Area E-3	Inspection Area E-3				3rd Week
Inspection Area E-3	Inspection Area E-3A				4th Week

MV00201578

Date: Moreno Valley site inspection form

1 Moreno Valley Ranch West E-3
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3 Lasselle Powerline Parkway E-3A
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Item No. B.7

MV00201579

V: FREQUENCY OF SERVICE TABLE

Service Type	Service Schedule Level 1 (4 Week)	Service Schedule Level 2 (8 Week)	Service Schedule Level 3 (12 Week)
17.A. Turf Care			
Mow/edge/trim	Weekly	Every other week	Every other week
Aeration	Bi-annually (Spring & Fall)	Bi-annually (Spring & Fall)	Annually (Spring)
17.C. Shrub Care			
Prune/trim	Monthly	6x's per year	4x's per year
17.D. Ground Cover			
Prune/trim	Monthly	6x's per year	4x's per year
17.E. Weed Control			
Weed control	Monthly	6x's per year	4x's per year
17.G. Debris/Litter			
Debris/Litter removal	Weekly	Every other week	Monthly
18.A. Turf Fertilization	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)
18.B. Shrub/Ground Cover Fertilization	2x's per year (April & Sept.)	2x's per year (April & Sept.)	1x per year (April)

VI: SAMPLE SERVICE SCHEDULES

A. E-3 – 4 WEEK ROTATION (Service Schedule Level 1)

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-3 Landscaping Schedule

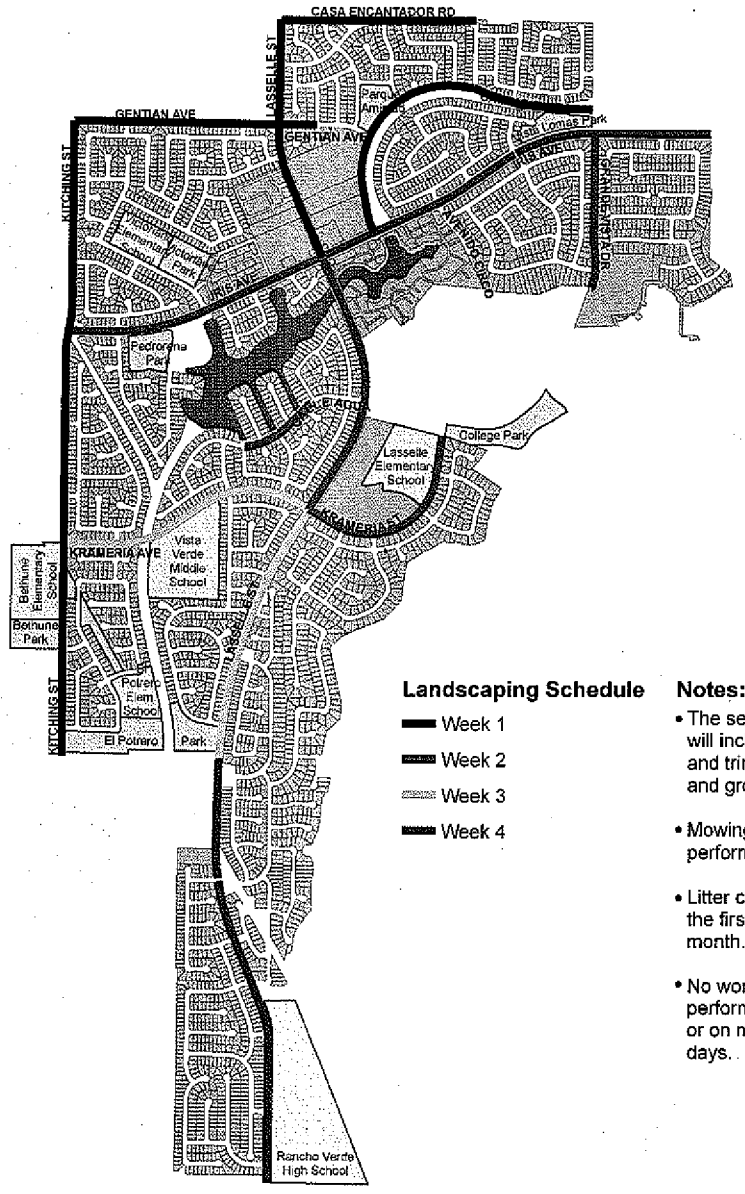

Landscaping Schedule

- Week 1
- Week 2
- Week 3
- Week 4

Notes:

- The service for each area will include weed control and trimming of shrubs and groundcover.
- Mowing of turf is performed every ~~2 weeks.~~ week.
- Litter control is performed the first Wed. of each month.
- No work shall be performed on City holidays or on mandatory furlough days.

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Map Produced by Moreno Valley
Geographic Information System
File: G:\ArcMap\Special Districts\
MovalRanch_LandscapingSchedule_4wk.mxd
November 15, 2011

MORENO VALLEY
WHERE DREAMS SOAR

B. E-3 - 8 WEEK ROTATION (Service Schedule Level 2)

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-3 Landscaping Schedule

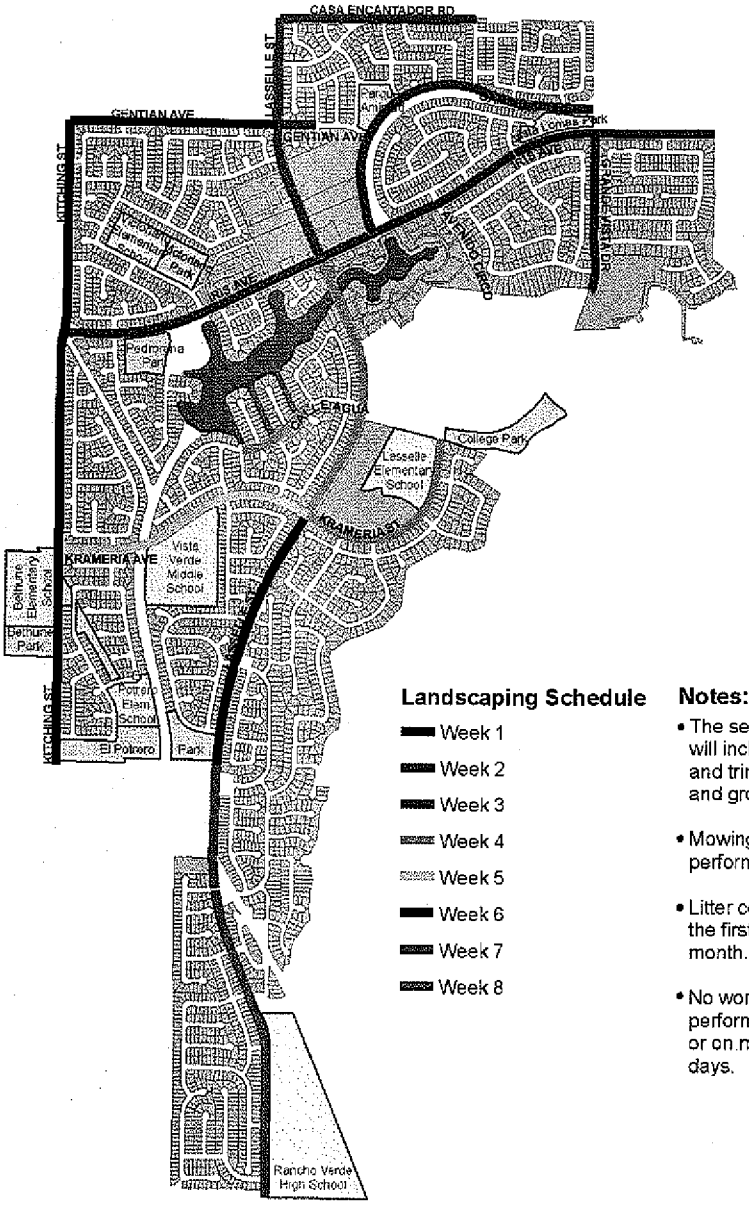

Landscaping Schedule

- Week 1
- Week 2
- Week 3
- Week 4
- Week 5
- Week 6
- Week 7
- Week 8

Notes:

- The service for each area will include weed control and trimming of shrubs and groundcover.
- Mowing of turf is performed every 2 weeks.
- Litter control is performed the first Wed. of each month.
- No work shall be performed on City holidays or on mandatory furlough days.

N

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Map Produced by Moreno Valley
Geographic Information System
File: G:\ArcMap\Special Districts\
MovalRanch_LandscapingSchedule_8wk.mxd
November 15, 2011

MORENO VALLEY
WHERE DREAMS SOAR

C. E-3 - 12 WEEK ROTATION (Service Schedule Level 3)

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-3 Landscaping Schedule

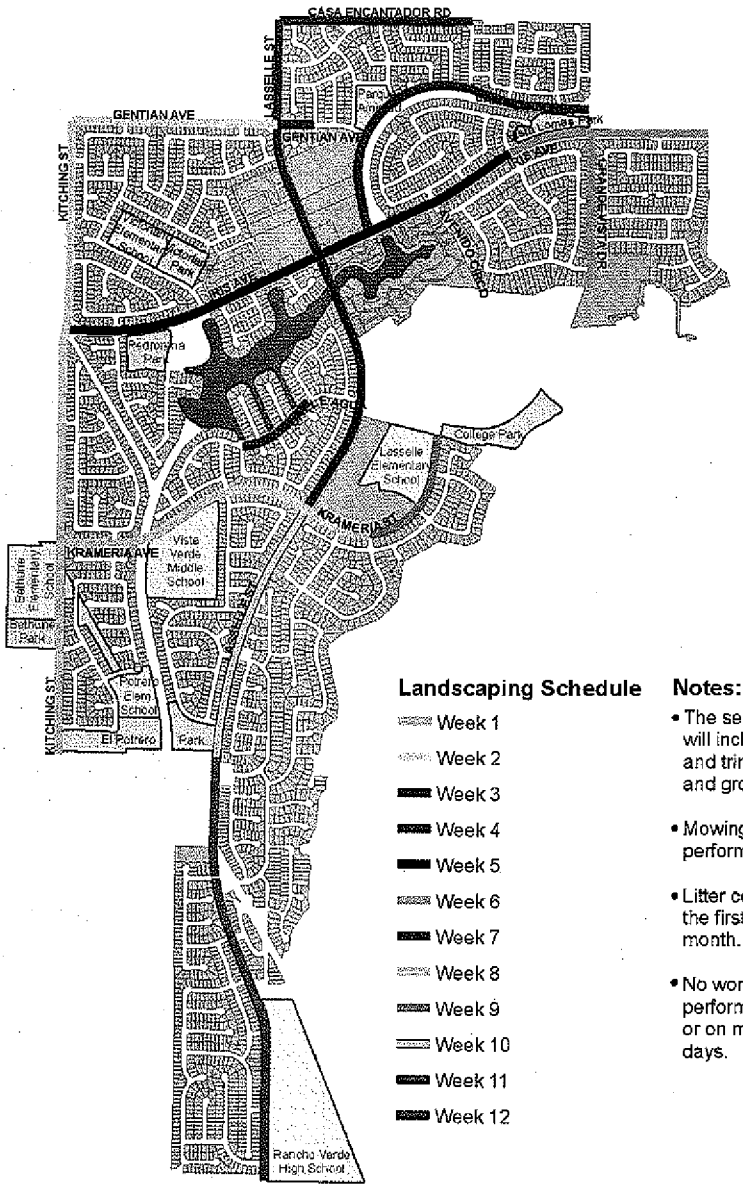

Landscaping Schedule

- Week 1
- Week 2
- Week 3
- Week 4
- Week 5
- Week 6
- Week 7
- Week 8
- Week 9
- Week 10
- Week 11
- Week 12

Notes:

- The service for each area will include weed control and trimming of shrubs and groundcover.
- Mowing of turf is performed every 2 weeks.
- Litter control is performed the first Wed. of each month.
- No work shall be performed on City holidays or on mandatory furlough days.

N

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Map Produced by Moreno Valley
Geographic Information System
File: G:\ArcMap\Special Districts\
MovalRanch_LandscapingSchedule.mxd
November 16, 2011

MORENO VALLEY
WHERE DREAMS SOAR

D. E-3A

The area shall be maintained at the frequency of every 4 weeks (service schedule level 1), 8 weeks (service schedule level 2), or 12 weeks (service schedule level 3).

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-3A • Lasselle Powerline Parkway
(Areas de lineas de alta tensión por la Lasselle)

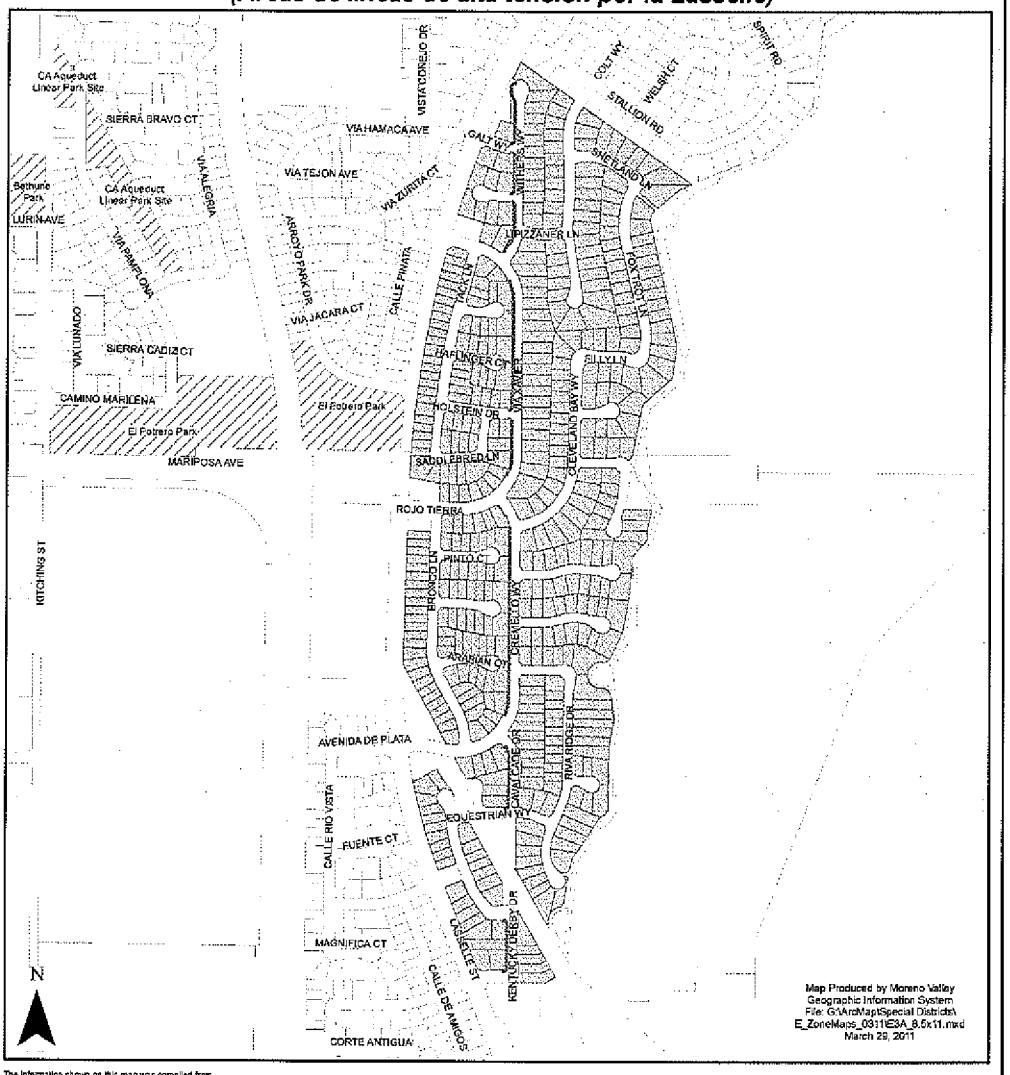

VII. PROPOSED ANNUAL MATERIAL SCHEDULE

A. Fertilizers:

List the fertilizers to be furnished to execute work tasks specified in Exhibit A. Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
23-5-10	180 bags - 50 lbs.	$3,600.00

B. Pesticides:

List pesticides to be furnished to execute work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Snap shot - pre-emergent	150 lbs.	$300.00
Fusilade - Herbicide	3 pints	$210.00
Fumitoxin - Gopher control	15 flask	$390.00
M-pede-insecticide	36 gal.	$120.00

VIII. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

A. Communications:

The General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Scope of Services specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

Merchants has a 24 hour/7 days a week dispatch manned by Merchants employees. Also, all Area Managers have Sprint phones/radios with Blackberry capability for field e-mail access. All crew foreman also have Sprint phones/radios. All of the above allows Merchants to have a 24 hours, 7 days a week rapid communication capabilities.

B. Traffic Safety:

The General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

Merchants possesses all it's own traffice control devices, including arrow boards, delinators signage etc. It is very versed and experienced in caltrans requirements. It practices traffic control daily in Cities through out Southern California.

C. **Greenwaste Recycling:**

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

Burrtec Waste Industries, Inc.
9820 Cherry Ave.
Fontana, CA. 92335
Contact: Vicent - (800) 998-8774

Burrect Waste Industries, Inc.
1850 Aqua Mansa Rd.
Riverside, CA. 92509
Contact: Judy Davis - (951) 786-0639

Aqua Mansa Waste Site
1830 Aqua Mansa Rd.
Riverside, CA. 92509
(951) 786-0544

IX. LIST OF SUBCONTRACTORS

A. SUBCONTRACTORS:

In compliance with the provisions of Government Code, Section 4102, the undersigned Proposer sets forth the name and location (address) of the place of business of each subcontractor who will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
None		

X. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE _____

PRINTED NAME Mark Brower

TITLE President

COMPANY NAME Merchants Landscape Services, Inc.

DATE February 17, 2012

XI. PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the Moreno Valley Community Services District and Merchants Landscape Services and further , the aforesaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind Merchants Landscape Servicesto the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT (PRINTED), SIGNED AND DATED

SIGNATURE _____

NAME Mark Brower

TITLE President

COMPANY NAME Merchants Landscape Services, Inc.

DATE February 17, 2012

MERCHANTS LANDSCAPE SERVICES

BRANCH LIST

Pomona Branch

8847 W. 9th Street
Rancho Cucamonga CA, 91730
Regional Manager – Patrick Healy

Phone: 800-645-4881
Fax: 909-981-1029
Cell: 310-864-9900

Los Angeles Branch

11220 ½ Peoria St.
Sun Valley, CA 91352
Regional Manager – Patrick Healy

Phone: 800-645-4881
Fax: 818-504-2578
Cell: 310-864-9900

Orange County

1639 E. Edinger Ave. Building # C
Santa Ana, CA 92705
O.C. Regional Manager – Martin Herrera

Phone: 800-645-4881
Fax: 714-972-3185
Cell: 714-720-1330

Irvine Branch

1510 S. Lyon St.
Santa Ana, CA. 92705
O.C. Regional Manager – Martin Herrera

Phone: 800-645-4881
Fax: 714-972-3185
Cell: 714-720-1330

Palm Springs Branch

1130 Valdivia, Suite #A
Palm Springs, CA 92262
Branch Manager – Mike Kartchner

Phone: 800-645-4881
Fax: 760-864-9528
Cell: 760-802-4519

merchants landscape services, inc.

EQUIPMENT INVENTORY

Revised 10-18-11

Description	Serial #
22" Double Sided	8040608
22" Double Sided	9111852
4.0HP Honda	C11118
4.0HP Honda	C11471
Aerator - John Deere 1500 A20857	M01500X025435
Aerator - Lesco / push behind	72260835
Aerator Classen 42" 3 pt hitch	720263984
Aerator Drum 70"	20637
Aerator Gearmore w/tank	614002 / A20977
Aerator Hasqaverna walk behind	53058177
Aerator Honda 25.5 - Blu H742	83970569
Aerator Landpride PTO CA2560	574628
Aerator Model 968982105 Husquarna	8400476
Aerator Tow - Lesco	72260739
Aerator Tow behind	645
Aerator Walk behind	74238666
Aireator - Orange	53058177
Arborist's Saw 35cc	167677832
Arborist's Saw 35cc	169484303
Auger Honda Engine	A20849
Auger post hole digger w/2" - Echo A20447	E02103003542
Avger Honda/Ground hog-Mod. C71-5	1741792
Backpack Blower	271288400
Backpack blower	272069304
Backpack blower	272069313
Backpack blower	272069325
Backpack blower	T14211001105
Backpack blower	272069301

Description	Serial #
Backpack blower 36"-Walk behind Model TH	824945
Backpack blower Echo 44cc carb II	P08111002945
Backpack blower Echo-PB-413	P0811003315
Backpack blower Husquvarna - 145BF	3003305
Backpack blower Husquvarna - 145BF	965102305
Backpack blower STIHL-BR-550	271665390
Backpack blower STIHL-BR-550	271665392
Backpack blower STIHL-BR-550	271665400
Backpack blower STIHL-EB8520	8100766
Backpack blower STIHL-EB8520	8100911
Backpack blower STIHL-EB8520	9051522
Backpack blower STIHL-EB8520	9071730
Backpack blower STIHL-EB8520	9071742
Backpack blower STIHL-EB854	T14211001168
Backpack blower STIHL-EB854	T14211001170
Bagging System - Exmark LHPUV4650	718814
Battery Charger (for 6 & 12 volts) Model #7200	
Bit- 5 gallon	
Bit- 5 gallon	
Blower	4000-736
Blower	4001270-04
Blower	P02311002461
Blower	4001276-04
Blower	P02311002514
Blower	P02311025542
Blower	P02311025546
Blower	P02311025631
Blower	P08211002836

Item No. B.7

Item No. B.7

merchants landscape services, inc.

Description	Serial #
Blower	30002315
Blower	P02311025233
Blower	P02311025283
Blower	P02311025284
Blower	P02311025301
Blower	P02311025321
Blower	P02311025331
Blower	P02311025342
Blower	P02311025536
Blower	P02311026296
Blower	P33011002057
Blower - Echo	#09005538
Blower - Echo	D08111003544
Blower - Echo	O90005598
Blower - Echo	P02011001417
Blower - Echo	P08011015596
Blower - Echo	P08111002393
Blower - Echo	P08111002736
Blower - Echo	P08111002768
Blower - Echo	P08111002852
Blower - Echo	P08111003367
Blower - Echo	P08211002735
Blower - Echo	P08211003677
Blower - Echo	7611021673
Blower - Echo (blue)	2004117
Blower - Echo PB500HT	P02311006658
Blower - Echo PB500HT	P02311008859
Blower - Echo PB500HT	P02311023203

Description	Serial #
Blower - Echo PB500HT	P02311023292
Blower - Echo PB500HT	P02311023295
Blower - Echo PB500HT	P33011001514
Blower - Hasqvarna (green/black)	3004020
Blower - Hasqvarna (white)	3003318
Blower - Husqvama	3000793
Blower - Husqvama	3003317
Blower - Husqvama	3003850
Blower - Husqvama	3003867
Blower - Husqvama (black)	2005701
Blower - Husqvama (black)	3002024
Blower - Husqvama (black)	3002032 - 551139
Blower - Husqvama (orange)	3003215
Blower - Husvarna	60084
Blower - Husvarna	2001840
Blower - Husvarna	2003287
Blower - Husvarna	2011846.00
Blower - Husvarna	3000791
Blower - Husvarna	5000437
Blower - Husvarna	13000710
Blower - Kawaski (yellow)	56002021
Blower - PB500HT	P02311003668
Blower - PB500HT	P02311003698
Blower - PB500HT	P02311003707
Blower - PB500HT	P02311003795
Blower - PB500HT	P02311020201
Blower - Shindawa	4107423
Blower (Back Pack) 1 Echo 50CC Model PB50	S69311005757

MV00201593

merchants landscape services, inc.

Description	Serial #
Blower (Backpack)	904091
Blower (Backpack)	904093
Blower (Backpack)	904095
Blower (Backpack)	904097
Blower (Backpack)	285717301
Blower (Backpack)	T14211001051
Blower (black & white)	1002106
Blower (Mist) Model MD155DX-Maruyama	267622333
Blower (Mist) Model SR420Z-STILI	267622355
Blower back pak	9535115-76
Blower Backpack	904107
Blower Backpack	80704100
Blower Echo	P08211003528
Blower Echo	P08211003546
Blower Echo	PO8111001519
Blower Echo 4600	21171
Blower Echo 4600	9003418
Blower Echo 4600	42023570602
Blower Echo 4600	570411001510
Blower Echo Model PB413-H	2002773
Blower Echo Model PB413-H	2004160
Blower Husquvarna	2003214
Blower Husquvarna	3000795
Blower Husquvarna	3003206
Blower Husquvarna	5000061
Blower Husquvarna	5000435
Blower Husquvarna	7003839
Blower Husquvarna	10004766

Description	Serial #
Blower Echo Model PB413-H	9002264
Blower Echo Model PB415T	P08111001232
Blower Husquarna 145BF	2003219/2003223
Blower Husquvarna	1569
Blower Husquvarna	20001849
Blower Husquvarna	30002728
Blower Husquvarna	50000441
Blower Husquvarna	70924381
Blower Low Noise - Echo PB460LN	P08211002855
Blower Low Noise - Echo PB460LN	P08211003319
Blower Low Noise - Echo PB460LN	P08211003392
Blower Low Noise - Echo PB460LN	P0821100344
Blower Low Noise - Echo PB460LN	P08211003529
Blower Low Noise - Echo PB460LN	P08211003538
Blower Low Noise - Echo PB460LN	P08211003541
Blower Low Noise - Echo PB460LN	P08211003715
Blower Low Noise - Echo PB460LN	P08211006691
Blower Low Noise - Echo PB460LN	P08211006767
Blower Red Max Model EB2500	216836
Blower Red Max Model EB2500	71003044
Blower Red Max Model EB2500	E1325000
Blower Redmax	80206383
Blower Redmax Model EBZ5000	50403101
Blower Redmax Model EBZ5000	56300609
Blower Solo backpack	
Blower Stihl	271665391
Blower Stihl	No serial#
Blower, Frame, Throttl	4001266

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Item No. B.7

merchants landscape services, inc.

Description	Serial #
Blower, Frame, Throttl	620001275
Blower, Frame, Throttl	620001276
Blower, Frame, Throttl	620001279
Blower, Frame, Throttl	4000726
Blower, Frame, Throttl	4000728
Blower, Frame, Throttl	4000736
Blower, Frame, Throttl	40000739
Blower, Frame, Throttlb	4001279
Blower/Hip Throttle - Echo PB413HC	P08011020164
Blower/Hip Throttle - Echo PB413HC	P08011020184
Blower/Hip Throttle - Echo PB413HC	P08011020191
Blower/Hip Throttle - Echo PB413HC	P08011020193
Blower/Hip Throttle - Echo PB413HC	P08011020197
Blower-low noise	1002836
Blower-Redmax	EBZ9100-CA
Blower-Shindawa	90717
Bluebird 22" Flail Power rake	072330206
Bottle jack 10 tons	
Bulldog 500 Gallon Water trailer	
Cart Cushman	99000804
Chain Saw - Homelite	ATL1942287
Chain Saw - Husqvarna	SM080300474
Chain saw - STHL (Big)	30030006821
Chain saw (small) - Echo	2037266
Chain Saw 1 Echo 32.6cc Chain Saw 14" bar top handle	C07811002340
Chain Saw 1 Echo 32.6cc Chain Saw 14" bar top handle	C07711009382
Chain Saw 14"	285232710
Chain Saw 14"	285232715

Description	Serial #
Chain Saw 14"	C07611009915
Chain Saw 16" - Echo	C07611003642
Chain Saw 16" - Echo	C07611007001
Chain Saw Echo	341
Chain Saw Echo	2027080
Chain Saw Echo	2054689
Chain Saw Echo - 16"	C14709004338
Chain Saw Echo - 16"	CS378-16
Chain Saw Echo Model CS341	2027183
Chain Saw Husqvarna 36cc	74439484
Chain Saw Stihl	269159862
Chainsaw - Echo	C08011005435
Chainsaw - Echo small	2029100
Chainsaw - Stihl	3005000409
Chainsaw - Stihl	11226610503
Chainsaw - Stihl	30050007409
Chainsaw - Stihl	ms250
Chainsaw 14" Echo-C-S 341	C07611003730
chainsaw 18"	279612776
Chainsaw 18" 3/8 62DL	C08111239931
chainsaw 18" - STI MS250-18	278327202
chainsaw 18" MS250-18	279612761
Chainsaw 20" Echo-C-S 520	5019852
Chainsaw 20" Echo-C-S 520	5033518
Completing Kit - Exmark LHPUV	109-1014
Completion Kit - Exmark 109-1169	
Cushman w/hi/low hydraulics & PTO kit	
Dethatcher - 22" Flail 5.5hp Hon	81762524

MV00201595

merchants landscape services, inc.

Description	Serial #
Dethatcher - 22" Flail 5.5hp Hon	85075089
Dethatcher PTO Vrismo (purchased from Eberhard)	
Dethatcher walk behind - BlueBird	54262662
Dethatcher walk behind - BlueBird	72330206
Drive kit 60" - Exmark 109-1167	109-1167
Drive kit 60" - Exmark 109-1167	
Edge Trimmer - Model 300-1C	B795989
Edge Trimmer - Model 308-H	B66969
Edge trimmer long	S69311004793
Edger - Echo	ACN006662862
Edger - Power trim	5685110011570
Edger - Power trim	B84597
Edger - Power trim	S68511001565
Edger - Power trim	S68511001644
Edger 3.5 hp	C11444
Edger 3.5 hp - POW200-4	C07182
Edger 3.5 hp - POW200-4	C07223
Edger 3.5 hp - POW200-4	C07414
Edger 3.5hp	C06522
Edger 3.5hp	C11443
Edger 3.5HP - POW 200-4	C05761 / 0802213YA85180
Edger 3.5HP - POW 200-4	C05802 / 080213YA85196
Edger 3.5HP - POW 200-4	C06093
Edger C05761	0802213YA25180
Edger C05802	080213YA85196
Edger Echo	568511001524
Edger Echo pe200	68211001143
Edger Pole - Echo	568511001483

Description	Serial #
Edger Power Trim	B57935
Edger Power Trim	B78716
Edger Power Trim	B78717
Edger Power Trim	B83926
Edger Power Trim	B87644
Edger Power Trim	B87852
Edger Power Trim	BA7906
Edger Power Trim 208	66777
Edger Power Trim 308	72710
Edger Power Trim 308	9001229
Edger Power Trim - PE265C	S68511001508
Edger Power Trim 308	6caat1119102
Edger Power Trim Model 208-H	B79589
Edger Stick	9111088
Edger Stick	9111115
Edger Stick	9111978
Edger Stick	1001340
Edger Stick	6002219
Edger Stick - Echo	9092498
Edger Stick - Echo	60001916
Edger Stick - Echo	E29111002326
Edger Stick STIHL-FC-100	267090447
Edger Stick STIHL-FC-100	269791095
Edger Stick STIHL-FC-100	367090578
Edger Stick Echo-LE242	9111087
Edger Stick Echo-PE-261	6002515
Edger Trimmer - Model 308-H	B43973
Gator turf - John Deere	19342

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MV00201596

merchants landscape services, inc.

Description	Serial #
Gator turf - John Deere	19356
Gator turf - John Deere	W004X2X090777
Gator-John Deere	W04X2XD014093
Gator-John Deere	W04X2XD0142236
Gator-John Deere	W04X2XD014241
Gator-John Deere	W0TURFD002862
Gator-John Deere	W0TURFD003334
Gator-John Deere	W0TURFD0035691
Gator-John Deere	WOTURF019344
Gator-John Deere	WOTURFD003335
Gator-John Deere (Used)	W0TURD002841
Grinder Belly	
Grinder Dewal 41/2"	
Hedge Shear Echo	564811010220
Hedge Shear Echo	6006058
Hedge Shear Echo	6006770
Hedge Shear Echo	6006798
Hedge Shear Echo	6008575
Hedge Shear Echo	6008816
Hedge Shear Echo	6009894
Hedge Shear Echo	6009981
Hedge Shear Echo	6010099
Hedge Shear Echo	S69311005741
Hedge Shear Echo Extention	6004692
Hedge Shear Echo Extention	6008217
Hedge Shear Echo Extention	6014049
Hedge Shear Echo Extention	69311003529
Hedge Shear Echo Extention	569311004400

Description	Serial #
Hedge Shear Echo Extention	569311001274
Hedge Shear TMC	533404
Hedge Shear TMC	552890
Hedge Shear TMC	553495
Hedge Shears - ECHO HC233	6004549
Hedge trimmer	588853
Hedge trimmer	588854
Hedge trimmer	588867
Hedge trimmer	588901
Hedge Trimmer	1004793
Hedge Trimmer	1005229
Hedge Trimmer	1005236
Hedge Trimmer	1005485
Hedge trimmer	1005488
Hedge trimmer	1005490
Hedge Trimmer	11003249
Hedge Trimmer	S64811011231
Hedge trimmer	S69311008840
Hedge Trimmer	11001362
Hedge trimmer	588853
Hedge trimmer	5009808
Hedge Trimmer - 22.6cc	590924
Hedge Trimmer - Echo	5001832
Hedge Trimmer - Echo	6004017
Hedge Trimmer - Echo	S64811012945
Hedge Trimmer - Echo	S69311008777
Hedge Trimmer - Echo	6006213
Hedge Trimmer - Echo	18080090

merchants landscape services, inc.

Description	Serial #
Hedge Trimmer - Echo	002923
Hedge Trimmer - Echo	5001087
Hedge Trimmer - Echo	S64811010440
Hedge Trimmer - Echo	S6481110509
Hedge Trimmer - Echo (black)	6002168
Hedge Trimmer - Echo (orange)	6001352
Hedge Trimmer - Echo (white)	6008220
Hedge Trimmer - Echo (yellow)	6006220
Hedge Trimmer - Echo Articulated Shaft	T43011001293
Hedge Trimmer - Echo Articulated Shaft	T43011001304
Hedge Trimmer - Echo Articulated Shaft	T43011001345
Hedge Trimmer - Echo Articulated Shaft	T43011001351
Hedge Trimmer - Echo Articulated Shaft	T43011001358
Hedge Trimmer - Echo Articulated Shaft	T43011001379
Hedge Trimmer - Echo stick	6006785
Hedge Trimmer - Extension	5009936
Hedge Trimmer - Extension	569311005497
Hedge trimmer - HC235	S64811010752
Hedge trimmer - HC235	S64811010803
Hedge trimmer - HCA265	S64811010603
Hedge trimmer - HCA265	S64811010791
Hedge trimmer - HCA265	S64811013249
Hedge trimmer - HCA265	S69311005493
Hedge trimmer - HCA265	S69311005498
Hedge trimmer - HCA265	S69311008876
Hedge trimmer - HCA265	S69311009043
Hedge Trimmer - Large	274102356
Hedge Trimmer - Long Stihl	272879981

Description	Serial #
Hedge Trimmer - Long Stihl	274102350
Hedge Trimmer - Redmax	41206912
Hedge Trimmer - Redmax	41207528
Hedge Trimmer - Shindawa	5280
Hedge Trimmer (black & white)	06008-7
Hedge Trimmer 22.6cc - PHT355OZ	595293
Hedge Trimmer 22.6cc - PHT355OZ	595314
Hedge Trimmer 30"	T08511002735
Hedge Trimmer 30" FWRAP	584337
Hedge Trimmer 30" FWRAP	584340
Hedge Trimmer Echo	T43011001952
Hedge Trimmer Echo	6003820
Hedge Trimmer Echo	6006771
Hedge Trimmer Echo	6008602
Hedge Trimmer Echo 30"	S64811011602
Hedge Trimmer Echo 30"	T08511001886
Hedge Trimmer Echo 30"	T08511001894
Hedge Trimmer Echo 30"	T08511003279
Hedge trimmer Echo Model HCA 261	6008321
Hedge Trimmer Extension - Echo	569111001057
Hedge Trimmer Extension - Echo	E291110022075
Hedge Trimmer Extension - Echo	E29111002258
Hedge Trimmer Extension - Echo	E29111002284
Hedge Trimmer Extension - Echo	S691110011019
Hedge Trimmer Extension - Echo	S85411001015
Hedge trimmer Redmax Model HT2-2400	41207698
Hedge Trimmer Stick - Kawasaki	39970
Hedge Trimmer1 Echo 25.4CC Articulated Sh	80301400

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Item No. B.7

merchants landscape services, inc.

Description	Serial #
Hedge trimmer1 Echo 25.4CC Articulated Shaft-Model HCA	3693110024
Hedge trimmer1 Echo 25.4CC Articulated Shaft-Model HCA	569211003769
Hedge trimmer1 Echo 25.4CC Articulated Shaft-Model HCA	569311005041
Hedge trimmer1 Echo 25.4CC Articulated Shaft-Model HCA	569311005757
Hedge trimmer1 Echo 25.4CC Articulated Shaft-Model HCA	699311006612
Honda 4.1HP	C11597
Honda 4.1HP	C11599
Honda Engine HRC216K2HXA	1048355
Interseeder walk behind Ryan	92517128
John Deere 1200A Bunker and Field Rake	T01200A165419
Kaw W/Tarhead	286340
Kawasaki fe120 Pump 4.0	
Keyboard Terminal - Motorola	added 11/16/09
Laser - Shindaiwa	697975
Laser 48" - Exmark	473852
Laser 52" - Exmark	480140
Laser 52" - Exmark	no serial #
Lazer 50" 23HP Kaw - Exmark LHP23KA505	726393
Lazer 56" Exmark - Model# LHP23KA565	617327
Lazer 60" - Exmark 30HP w/dump system	641456/624012
Lazer 60" 29HP Kaw - Exmark LXS29LKA605	745059
Lazer 72'	654124
Lazer 72'	634022
Lazer 72" Exmark Ultravac	UV6672
Lazer 942230 ZT226 26hp kohler EFI 61" deck	94223000222
Lazer Exmark 52" - 27hp	872875
Lazer Exmark 52" - 27hp	LZZ27KC526
Lazer Exmark 52" Rider	290108

Description	Serial #
Laser 52" - Scag	FH680VB98531
Laser 56" - Exmark	657938
Laser 56" - Exmark	676013
Laser 72" - Exmark	69797
Laser 72" - Exmark	613906
Laser 72" - Exmark	N358061
Laser 72" mower	411300951
Laser XS 72" - Exmark	677887
Laser XS 72" - Exmark	697977
Lazer 23hp 56" LHP Kaw	699690
Lazer 29HP KAW 60" - Exmark LXS29LKA60	745070
Lazer 36" Exmark - Model# M15KA362	651011
Lazer Exmark 72" - 29hp	852748
Lazer Exmark 72" - 34hp	LZZ34KA726
Lazer Mower Bagging System	981286
Lazer mower ultravac	925180
Lazer-Z 29HP 72" - Exmark LXS29LKA725	728159
Lazer-Z 72" 34 hp Kawasaki	883156
Lazer-Z 72" 29 hp	613921
Lazer-Z 72" 29 hp	728129
Lazer-Z 72" Exmark	954373
Lazer-Z 72" Exmark	954374
Lazer-Z 72" Exmark	954375
Lazer-Z 72" Exmark	954386
Lazer 72" exmark lazer-z w/29HP	954371
Lazer 72" exmark lazer-z w/29HP	954372
Lazer 72" exmark lazer-z w/29HP	954380
Lazer 72" exmark lazer-z w/29HP	954381

MV00201599

merchants landscape services, inc.

Description	Serial #
72" exmark lazer-z w/29HP	954382
72" much kit	
Lazor 52"	222842
Levy Broadcaster new	4800669
Lily spreader	232020000/9360692
Lily spreader tow behind	
Metro 36" W/Pist Grip	708499
Mower - 21" 6HP Kawasaki Sp-Exmark MSKA21CA	799797
Mower - 21" 6HP Kawasaki Sp-Exmark MSKA21CA	799798
Mower - 21" 6HP Kawasaki Sp-Exmark MSKA21CA	799799
Mower - 21" 6HP Kawasaki Sp-Exmark MSKA21CA	799800
Mower - Bobcat 218 Estate18HP Briggs 52" deck	94221101093
Mower - Bobcat 218 Estate18HP Briggs 52" deck	94221101370
Mower - Exmark "Lazer HP 50"	292002
Mower - Exmark "Lazer HP 50"	604495
Mower - Exmark "metro 21"	445996
Mower - Exmark "Navigator	35204014
Mower - Exmark 21" with new engine	446008
Mower - Exmark 36"	392595
Mower - Exmark 36" Model M15KA362	655254
Mower - Honda	S69039
Mower - Honda "Flail, reel	GC02-7030978
Mower - John Deere 3235C	'C3235C020879-Tag49M0029
Mower - Maka-Honda 21'	102157
Mower - Maka-Honda 21'	1014168
Mower - tru cut P-20 reel	828805
Mower (Walk behind) Ex-Mark Model M3615KA	485930
Mower (Walk behind) Ex-Mark Model M3615KA	485955

Description	Serial #
Mower 12" Comm.S/P Hyd	MAKA1053206
Mower (Walk behind) Ex-Mark Model TT361	497003
Mower 21'	647115
Mower 21" - Exmark	FJ180VF04437
Mower 21" - Ex-mark	267622291
Mower 21" - Honda	1052109
Mower 21" - Honda	M2AN620580
Mower 21" - John Deere	6xjs25c170834
Mower 21" - Metro	559923
Mower 21" - Toro	#260003887
Mower 21" Exmark 6PH kaw	745677
Mower 21" Honda	MZAN - 6203925
Mower 21" Kawasaki	6206583/FJ180VF76265
Mower 21" Metro SP-Exmark	662972
Mower 21" Push - Exmark-N6KA21B	647095
Mower 21" Push - Exmark-NFKA21	662969
Mower 26" - Metro	738046
Mower 36" - Exmark	485956
Mower 36" - Exmark	646087
Mower 36" Exmark	376648
Mower 36" Walk behinds - Exmark	229293
Mower 36" Walk behinds - Exmark	266229
Mower 36" Walk behinds - Exmark	297908
Mower 36" Walk behinds - Exmark	370429
Mower 36" Walk behinds - Exmark	561791
Mower 48" Rider - Exmark Model LHP4823	269543
Mower 50" ride on - Exmark	FH680vb71282
Mower 56' ride on - Exmark	617329

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MV00201600

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Description	Serial #
Mower 60' ride on - Exmark	570013
Mower 60" Vericut PTO	VT08179-60
Mower 72" - Exmark Lazer mower"	53-191067
Mower 72" - Exmark Lazer mower"	N45794B
Mower Back behind 36" Metro 17HP KAW-M17KA362CA	824994
Mower Bobcat 218 52" Rider	94221101368
Mower BobCat 60" mulching	94223000215
Mower Bobcat Rider 52"	94001101366
Mower Bobcat Rider 60"	94000400146
Mower Bobcat Rider 60"	94222400144
Mower Ex-Mark - Rider Model LHP4820KC	567432
Mower Exmark 36" Walk behind	245407
Mower Exmark 36" Walk behind	262382
Mower Exmark 36" Walk behind	411449
Mower Exmark 36" Walk behind	658966
Mower Exmark 52" Lazer Rider	632938
Mower Exmark 52" Lazer Rider	676012
Mower Honda 21" HRC 216	1020425
Mower Honda 21" HRC 216	1026378
Mower Honda 21" HRC 216	1029172
Mower Honda 21" HRC 216	1052132
Mower Honda 21" HRC 216	1052469
Mower Honda 21" HRC 216	1053974
Mower Honda 21" HRC 216	1093834
Mower Honda 21" HRC 216	6139675
Mower Honda 21" HRC 216	6165055
Mower Honda 21" HRC 216	6175763
Mower Honda 21" HRC 216	6193150

Description	Serial #
Mower Honda 21" HRC 216	6193869
Mower Honda 21" HRC 216	6198154
Mower Honda 21" HRC 216	10083780
Mower Honda 21" HRC 216	HRC2163HXA
mower -Jacobsen LF-4677-7 gang reel - Kubot	Model-ser67916-00001702
mower -Jacobsen Tri King 1900D 84" triplex -	D6623C0280
mower Jacobson 5-gang reel - LF3400	67868-1831
mower Jacobson 5-gang reel - LF3800	67867-2098
Mower Jacobson Tri-king - #00003801	67043
Mower John Deere 220 walk behind	Tag#49S0094 / M0220B2010302
Mower John Deere 2653A	C2653D140077 / Tag#49M0033
Mower John Deere 3235C	Tag#49M0389 / TC3235C030423
Mower Kawasaki 21" 6.5hp	443300
Mower Kawasaki 21" 6.5hp	443301
Mower Kawasaki 21" 6.5hp	523206
Mower Kawasaki 21" 6.5hp	670627
Mower Model MMDEL TT3615	266144
Mower Ride Along 48" LHP 483 KA	514648
Mower Ride Along 52" LHP 483 KA	516897
mower transferred from Santa Ana 21" - Hon	MAKA1020157
mower walk behind 21" snapper - 7800372	2012866971
Mower Walk behind 21"-Model HRC216KSX	MZAU-6162377
Mower Walk Behind 36" Model MMDEL TT3	497062
mower walk behind reel-Tru cut reel mower	825330
Mower Walk behind-Model HRC216KSXA	MZAU-6141423
Mower Walk behind-Model HRC216KSXA	MZAU-6190475
Mower-2010 Real Master 5510	310000101
Overseeder - Model #OS1848 A19985	461801

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Description	Serial #
Pole pounder	
Power Wash DE-walt	67DX39G11
Power Washer - Steam X	1280002750
Pressure Washer - Husky	6548190
Pressure Washer Dual 2007	1100049564
Pressure Washer MI-T-M Model SP2703-OMHB	10220432
Pump - Home lite	10540726
Rake Used John Deere 1200H Hydro 3wd w/plow	
RakeUsed Smithco Super Star Hydro	
Reciprecator Red Max Model 6Z25N	6006294
Remote controllers rain master $1,100.00/each	
Rotor Tiller	FRC800
Rotor tiller - Honda 5 HP	1009422
Rototiller	T15266
Rototiller Barreto - 13H8	GCAKI-1026721
SCAG "Tiger Cub"	7690232
Shred Vac - Echo	6003971
Sod cutter 18"/Blue Bird - Honda	83669572
Sod cutter ryan	54494506735
Soil reliever	
Spray Can	476-1704
Spray Can	476-2003
Spray Can	476-2104
Sprayer - Hicks Model GX120	None
Sprayer - Lesco Commercial plus	1661201
Sprayer - Lesco Model 1520-17-18-RT	7045940C085Z20006
Sprayer - Solar Model 3-5	None
Sprayer Hicks farms supply (5330c-x)	00200-10004

Description	Serial #
Sprayer Lesco kawasaky	1607962
Sprayer Schaben	45690z
Sprayer Solo back pack	
Sprayer Toro Boom	90454
Spreader #80 SS Commercial	45256
Spreader & Sprayer Lesco "Ride on	1008900
Spreader commerical	091186A250X100233
Spreader commerical	091186E050x100097
Spreader commerical	091186E050X100140
Spreader commerical	091186H208X100358
Spreader Larger fert. (red)	
Spreader Manual Walk Behind - Lesco	
Spreader Manual Walk Behind - Priselawn CRB	
Spreader Manual Walk Behind - SPYKER 288-SUR	
Spreader Small fert. (red)	
Stump Grinder	1J9MA1218A1167152
sump pump	
Thatch attacher "old yellow deth	94100507
Tool to make hydraulic hoses	
Top dresser turf tiger	A20702
Top Dresser Turfco Walkbehind	85417/692121
Toro vacuum	07073-0008
Tractor - John Deere	4/Front loader W00520X014043
Tractor - John Deere 5210	LV52105123603
Tractor - John Deere A20816	LV52105123602
Tractor kubota - A0782	LB702
Tractor Kubota - L3131DT	50783
Trailer - John Deere	TC022BX010203

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merchants landscape services, inc.

Description	Serial #
Trencher - Lesco	IVRX05IE351001456
Trim Diesel Triplx 3WD	TC25530110625
Trimmer - Lesco	569311001162
Trimmer 25.4cc String - SRM265SC	S65911003952
Trimmer 25.4cc String - SRM265SC	S65911003968
Trimmer 25.4cc String-SRM2655C	S65911003949
Trimmer 25.4cc String-SRM2655C	S65911003965
Trimmer 25.4cc String-SRM2655C	S65911006174
Trimmer 25.4cc String-SRM2655C	S65911006230
Trimmer 25.4cc String-SRM2655C	S65911006275
Trimmer 25.4cc String-SRM280SC	S66611006304
Trimmer 25.4cc String-SRM280SC	S66611006398
Trimmer 26cc CA APRV	1001718
Trimmer 26cc CA APRV	11001736
Trimmer 27cc hd S. TFC	446060
Trimmer 34.4cc String-KPW3600VL	36100685
Trimmer 34.4cc String-KPW3600VL	36100686
Trimmer Articulating	9122580
Trimmer Articulating	9122819
Trimmer commercial string	T42211001112
Trimmer commercial string	T42211001144
Trimmer commercial string	T42211001169
Trimmer Commercial string -SRM-266sc	T42211001006
Trimmer Commercial string -SRM-266sc	T42211001012
Trimmer Commercial string -SRM-266sc	T42211001024
Trimmer Commercial string -SRM-266sc	T42211001034
Trimmer Commercial string -SRM-266sc	T42211001047
Trimmer Commercial string -SRM-266sc	T42211001054

Description	Serial #
Trimmer Echo	2001481
Trimmer Echo	6002118
Trimmer Echo	6013084
Trimmer Echo	6015047
Trimmer Echo	6015191
Trimmer Echo	6015267
Trimmer Echo	6016424
Trimmer Echo	6022453
Trimmer Echo	6047779
Trimmer Echo	56631279
Trimmer Echo	64811005685
Trimmer Echo	565911004181
Trimmer Echo String - SRM280SC	S66611005150
Trimmer Hedge - Echo HC235	S64811010395
Trimmer Hedge - Echo HC235	S64811010408
Trimmer Hedge - Echo HC235	S64811010577
Trimmer Hedge - Echo HC235	S64811010650
Trimmer Hedge - Echo HCA265	S69311001258
Trimmer Hedge - Echo HCA265	S69311003610
Trimmer Hedge - Echo HCA265	S69311004779
Trimmer Hedge - Echo HCA265	S69311004935
Trimmer Hedge - Echo HCA265	S69311004942
Trimmer Hedge - Echo HCA265	S69311005058
Trimmer Hedge - Echo HCA265	S69311005091
Trimmer Hedge - Echo HCA265	S69311005115
Trimmer Hedge - Echo HCA265	S69311005122
Trimmer Hedge - Echo HCA265	S69311005177
Trimmer Hedge - Echo HCA265	S69311005232

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Description	Serial #
Trimmer Hedge - Echo HCA265	S69311005254
Trimmer Hedge - Echo HCA265	S69311005282
Trimmer Hedge - Echo HCA265	S69311005492
Trimmer Hedge - Echo HCA265	S69311008883
Trimmer Hedge - Echo HCA265	S69311008903
Trimmer Hedge - Echo HCA265C	S69311004990
Trimmer Hedge - Echo HCA265C	S69311005233
Trimmer Line - Model 62087 Shindaiwa	6103803
Trimmer Line - Echo Model SRM 216T	06066537
Trimmer Line - Model 62117 Shindaiwa	8024481
Trimmer Line - Model 62119 Shindaiwa	7110427
Trimmer Line - Model T261 Shindaiwa	6093807
Trimmer Line - Model T261 Shindaiwa	7110428
Trimmer Line 1 Echo 25.4cc	C0801003674
Trimmer Line 1 Echo 25.4cc Model SRM2651	P02011001595
Trimmer Line 1 Echo 25.4cc Model SRM2651	866011005118
Trimmer Pole - Echo	5008537
Trimmer Pole - Echo	56911001130
Trimmer Pole - Echo	564811005347
Trimmer Pole - Echo	569111001127
Trimmer Shindawa	4011573
Trimmer Shindawa	5030469
Trimmer Shindawa	6045452
Trimmer Shindawa	6052647
Trimmer Shindawa	6052648
Trimmer Shindawa	6114245
Trimmer Shindawa	6114257
Trimmer Shindawa	7110475

Description	Serial #
Trimmer String	9100603
Trimmer String	9116170
Trimmer String	9116173
Trimmer String 25.1cc - Echo SRM265SC	S65911003451
Trimmer String 25.1cc - Echo SRM265SC	S65911003458
Trimmer String 25.1cc - Echo SRM265SC	S65911003513
Trimmer String 25.1cc - Echo SRM265SC	S65911003518
Trimmer String 25.1cc - Echo SRM265SC	S65911006270
Trimmer String 25.1cc - Echo SRM265SC	S65911006297
Trimmer String 25.1cc - Echo SRM265SC (bro	S65911003461
Trimmer String 25.4 cc - Echo SRM265SC	S65911003158
Trimmer String 25.4 cc - Echo SRM265SC	S65911003784
Trimmer String 33.3 - KPW3420ZL	80528 / 320565
Trimmer Shindawa	7110712
Trimmer Shindawa	8031139
Trimmer Shindawa	8031287
Trimmer Shindawa	8031288
Trimmer Shindawa	9022989
Trimmer Shindawa	9022990
Trimmer Shindawa	7110711
Trimmer Solid Shaft	1001395
Trimmer Solid Shaft	1001411
Trimmer Solid Shaft - Echo	no serial #
Trimmer String 33.3 - KPW3420ZL	80541 / 320564
Trimmer String Echo-SRM261S	6015183
Trimmer String Echo-SRM261S	6015214
Trimmer String Echo-SRM261S	6016156
Trimmer String Echo-SRM261S	6016637

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merchants landscape services, inc.

Description	Serial #
Trimmer String Echo-SRM261S	6016786
Trimmer String Echo-T282X/C	9022981
Trimmer String Echo-T282X/C	9022982
Trimmer Tension - Echo	6006392
Trimmer Tension - Echo	6006808
Turf Gator - Gas Ult Cart	1916
Turf Gator - Gas Ult Cart	W00TURF018472
Ultravac 60" - Exmark UV60	737517
Ultravac 60" - Exmark UV60	774221
Ultravac 66"/72" - Exmark UV6672	659068
Vacuum - Model BG845P	091698061
Vacuum Billy Goat	1290841
Vacuum Billy Goat	62606261
Verticore - John Deere 1500	
Verticore #1700 (sold to Eberhard for STM 1500)	a1395
Verticore Jacobsen Walk behind	825592361
Verticutter -Graden Swing Wing	
VIBE Plate, Honda GX160 with water tank	U-5380
Vucuum Honda	80805436
Water Pump - Honda	1100403
Water Pump - Honda	1102531
Water Tank Small	
Weed eater	25 / New #496060 (repaired)
Weed eater - Echo	1001534
Weed eater - Echo	6009591
Weed Eater - Echo	6016614
Weed eater - Echo	6016775
Weed eater - Echo	269413797

Description	Serial #
Weed Eater - Echo SRM 2615	6009976
Weed Eater - Shindaiwa	T268
Weed eater - Shindowa	5058847
Weed eater (black & white)	6028448
Weed eater 33.3cc Kaw w/taphead	286578
Weed eater 33.3cc Kaw w/taphead	286579
Weed eater 33.3cc Kaw w/taphead	286581
Weed Wacker - Echo	566311001657
Weed Wacker - Echo	566711005600
Weed Wacker - Echo	566911005573
Weed Wacker - Echo	5667111001405
Weed Wacker - Echo	no serial #
Weedeater - Echo	6008312
Weedeater - Echo (blue & gray)	No number
Weedeater - Echo (blue)	6009454
Weedeater - Echo (Blue)	6028575
Weedeater - Echo (Orange)	6008348
Weedeater - Shindowa (Red)	5058848
Weedeater - Shindowa (Red)	5058850
Weed eater - Echo	269413804
Weed Eater - Echo	E29111001978
Weed Eater - Echo	E29111002085
Weed Eater - Echo	E29111002091
Weed Eater - Echo	E29111002271
Weed Eater - Echo	E29211020671
Weed Eater - Echo	O6014135
Weed eater - Echo	3515 (old)/S6931100509 (new #)
Weed eater - Echo	S66311001287

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Description	Serial #
Weed Eater - Echo	S66311001668
Weed eater - Echo	S66311001718
Weed Eater - Echo	S66611003118
Weed Eater - Echo	S66711005455
Weed Eater - Echo	S66711005762
Weed Eater - Echo	S66711005782
Weed eater - Echo	6015382
Weed eater - Echo (black)	6011323
Weed eater - Echo (green)	6014956
Weed eater - Echo (yellow)	6009427
Weed Eater - Echo SRM 2615	6006275
Weed Eater - Echo SRM 2615	6009440
Weed Eater - Echo SRM 2615	6009446
Weight Kit - Exmark 103-5633	103-5633
Weight Kit - Exmark 103-5633	
Weight Kit - Exmark 103-5633	
Weight Kit Front - Exmark	103-5629
Wheel 3.5 B&S 8"	2039
Wheel 3.5 B&S 8"	2035
Wheel Barrel - Jackson (blue)	
Wheel Barrow - True Temper	
Wire locator - 521P	
Wire Locator 521	

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MV00201606

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landscape services, inc.

Vehicle List

Veh#	Licence #	Year	Make/Model	Vin #
100	5NUL837	2005	Expedition	1FMFU17585LB07417
102	6U04567	2001	Inter Tree Trim	1HTSCAAM41H382577
103	7D22716	2003	Chevy Silverado	2GCEC19V931328785
104	8L29915	2007	Silverado 3500 Chassis	1GBJC39U67E173932
105	7L74667	2004	Ford F-150	1FTRX12W44NB43407
106	6X99608	2002	Ford F-150	1FTRX17MX2NB52818
107	7D22717	2003	Chevrolet pickup	2GCE19V131327033
108	6B40408	1999	Ford/Van	1FTRE1427XHB57966
109	7S38912	1997	Ford F-150	1FTUX1728VKB36723
110	5R29572	1997	Ford F-150 KC pickup	1FTDX1763WNA12281
111	6C03023	1999	Ford F-150 KC pickup	1FTZX172XXKB83518
112	6E91433	1995	Izusu NPR	JALC4B1K5S7000324
113	6G58011	2000	Ford F-150 pickup	1FTZX1721YKB19949
115	6V31775	2002	Ford F-150 pickup	1FTRX17W42NA69265
116	7B16229	2003	Chevy S-10	1GCCS14XX38115778
117	7W83338	2005	Ford F-350	1FDWF36515EC89280
118	7X56108	2005	Ford F-350	1FDSF345X5EB18027
119	8D61369	1995	Chevy 1 ton truck	1GBJC34K2SE160450
120	8C42496	1995	Chevy 3/4ton	1GCGC29K0SE250057
122	6JIE640	2009	Lincoln Navigator	5LMFU27509EJ01141
123	7G10650	2003	Chevy Silveradio 1500	2GCEC19VX41124479
124	8C42721	2000	Dodge T4C	3B7KC23Z7YG111013
125	8R87479	2005	Ford Ranger pickup	1FTYR14U15PA62484
126	7V29675	2005	Ford F-350 Stake Bed	1FDSF34515EB18028
127	6K37227	2001	Ford F-150 XLT	1FTRX17L81NA10272
128	7E27786	2003	Chevy Silverado Extra C	2GCEC19V231325856
129	6G42812	2000	Ford F-150	1FTZX1728YKB15395
130	6J05871	2000	Ford F-150	1FTZF1725YNC19831
132	6B33559	1999	Ford Ranger pickup	1FTYR14V6XPB36672
133	7B13735	2003	Chevy Silverado	1GCEC14V93E148518
134	7B13736	2003	Chevy Silverado	1GCEC14V43Z131019
135	8z49512	2005	Ford F-150	1FTR12215NB52812
136	8G97528	2005	Ford F-350 Stake Bed	1FDWF36565EA09093
137	7D80048	2003	Ford Comm Cutaway Van	1GBJG31U531141331
139	6Z65654	2003	Ford Ranger pickup	1FTYR10U63PA06057
140	7V57320	2005	F-150	1FTPW12535KD33445
141	8C77592	2006	F-150	1FTRF12W56NB07294
142	7G10649	2003	Chevy Silverado 1500	2GCEC19V841120298
Veh #	Licence #	Year	Make/Model	Vin #
143	8V44900	2003	Chevy Pick Up	5421

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145	7B16230	2003	Chevy S-10	1GCCS14XX38161840
146	7P94549	2004	Ford Ranger pickup	1FTYR10U84PB61601
147	7W64915	1997	Chevy 1 ton truck	1GBJC34RIVF004699
148	8Z49580	2000	Ford Ranger pickup	1FTYR14V2YPB19854
149	5X27055	1999	Ford pk	1FTYR10C3XUA03339
150	6N20581	2001	Ford F-150 pickup	1FTZX17261KF41897
151	7H04122	2001	Ford F-150 pickup	1FTRX17W11NA31006
152	6G42813	2000	Ford F-150 pickup	1FTZX1728YKB15428
153	7W34816	2005	Ford F-350	1FDWF36Y55EB82596
155	5F12144	1996	Dodge Dakota	1B7FI26X5TS520074
157	7M68778	2004	Ford F150	2FTRX17WX4CA30253
158	7V83928	2005	Ford F-350	1FDWF36Y15EB99475
163	7J46556	1999	GMC Topkick/Chipper	1GDJ7H1D7XJ851924
164	8G97527	2000	Ford F-150 KC pickup	1FTRX17W3YKA35988
166	6R34719	2001	Ford F-150 pickup	1FTRF17W01NB56193
167	8H06127	2008	Ford F250	1FTSX20578EA62845
169	8H06123	2007	Ford F-150	1FTRX12W07KC62609
170	8H06124	2008	Ford F250	1FTSX20548EA37420
171	8M00027	2007	Chevy Silverado Dump	1GBJC39K97E580433
172	8K76942	2006	GMC Sierra - Dump truck	1GDJC39U26E235445
173	8K89824	2008	Ford Ranger pickup	1FTYR14U28PA24167
174	8K89815	2008	Ford F-150 Supercrew	1FTRW12W88FA49226
175	8P13371	2007	GMC Sierra 3500 Chassis	1GDJC39K17E597007
176	8K48974	1999	Ford F800 (Water truck)	3FENF8010XMA08142
177	7E24179	2003	Chevy Silverado	2GCEC19V231324285
178	6J69144	2000	Ford F-150 XLT pu	1FTRX17L2YKA65487
179	8L60482	2002	Ford F-150	1FTRX17W52NB04671
180	61715A1	2000	Ford F-150 LB pu	1FTZF1723YKA86939
181	6L85322	2001	Dodge 1500 pickup	1B7HC16X21S218371
182	6P91997	2001	Dodge 1500 pickup	1B7HC16X91S261203
183	5Y02412	1999	Ford F-150 pickup	1FTZF1724XKA29146
184	6F30676	2000	Ford F-150 pickup	1FTZF1720YKB04037
185	8S59389	2001	Dodge 1500 pickup	1B7HC16XX1S42527
186	6B45138	1999	Ford Ranger pickup	1FTYR10V0XPB69401
187	5ZGF772	2008	Expedition	1FMFU19548LA02102
188	7B16231	2003	Chevy S-10	1GCCS14X538158568
189	8D20422	1999	Chevrolet 3500	1GBHC34R9XF032025
190	7W50752	2005	Ford F-350	1FDWF36565EB43540
191	7W34817	2005	Ford F-350	1FDWF36555EB15096
192	8W12873	2005	Ford F-350	1FDWF365X5EB65444
193	7W50751	2005	Ford F-350	1FDWF36545EB68968
194	7W43810	2002	Ford F-350	1FDSW34F12EA82877
Veh #	Licence #	Year	Make/Model	Vin #
195	7W56849	2005	Ford F-350	1FDWF36535EC89278
196	6M12313	2000	GMC 3500 1-ton pick up	1GDHC33J9YF421896
197	7M71324	2003	Chevy Silverado 1500	2GCEC19V831328843

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198	7B15152	2003	Chevy Silverado	1GCEC14V83Z192941
199	6R39199	2001	Dodge 1500 pickup	1B7HC16X71S249955
200	8D50109	2006	Ford F-150	1FTVX12566NA53572
201	8D50108	2006	Ford F-150	1FTVX12536NA53688
202	8C80429	2006	Ford F-150 Super Cab	1FTVX12586NA64007
204	8R87523	2006	Ford Ranger	1FTYR10U76PA64070
205	8C80427	2006	Ford F-150 Reg Cab	1FTRF12W16NB33603
206	8P11010	2006	Chevy S3500 w/10' dump	1GBJC39U26E176714
207	8D76098	2006	Ford Ranger	1FTYR10U16PA83973
208	8E32375	2006	Ford Ranger	1FTYR10U16PA65828
209	8D11397	2006	Ford F-150 Super Cab	1FTVX12586NA67568
210	8D11398	2006	Ford F-150 Super Cab	1FTVX12566NA69738
211	8D11395	2006	Ford Ranger	1FTYR10U36PA64048
212	8D11399	2006	Ford F-150 XLT	1FTPW12596KD72039
213	8k89886	2008	Ford F-150 Supercrew	1FTRW12W28FA31238
214	8D11641	2006	Ford F-350 Chassis	1FDWW36P36EB42946
215	8D48234	2006	Chevy Silverado 3500	1GBHC34U96E197632
216	7S99151	2006	Ford F-150 XL	1FTVX125X6NB17726
217	8V44901	2006	Chevy Colorado Classis	1GBDS146968258211
218	8H06119	2007	Ford F-150	1FTRX12W77FA88496
219	8H06126	2008	Ford F-250	1FTSX20598EA56495
220	8H06122	2007	Ford F-150	1FTRX12WX7FA88458
221	8L38955	2007	Ford Ranger	1FTYR14D47PA95353
222	8L25904	2007	Ford Ranger XL2W	1FTYR14U77PA93029
223	8H06166	2007	Ford F-150	1FTPW12547FB59848
224	8F29332	2007	Chevy Pick up	1GCEC19X17Z166164
225	8M89937	2008	Ford F-150 XL 4x2 Spr cab	1FTRX12W88FB29932
226	7R13278	2005	Ford F150	1FTRF12205NB94436
227	8W97675	2010	Ford Ranger	1FTKR1AD5APA18041
228	8Y81888	2006	Ford F-350 Diesel	1FDWF36P36EB62520
229	8Z63681	2010	Ford Ranger	1FTKR1ED7APA38480
230	8P81301	2008	Ford F-150	1FTRX12W18FC11369
231	8P81302	2008	Ford F-150	1FTRX12W68FB60600
232	8P81304	2008	Ford F-350 Stakebed	1FDWF36548EE58132
233	8P81305	2008	Ford F-350 Stakebed	1FDWX36R48EB78209
235	8P81303	2008	Ford Ranger	1FTYR10U28PA93253
236	8P81298	2008	Ford Ranger	1FTYR10U78PA22033
237	8P81300	2008	Ford F-150	1FTRX12W58FB55243
238	8T87781	2008	Ford F350 Classis	1FDWF36558EA03046
239	8U48440	2008	Ford Ranger	1FTYR10D48PB15687
Veh #	Licence #	Year	Make/Model	Vin #
240	8U22271	2008	Ford F-150 XL 4x2 Spr cab	1FTRX12W78FB60539
241	8T87778	2008	Ford Ranger	1FTYR10DX8PB17220
242	8U52679	2008	Ford F-150	1FTRX12W38FB76222
243	8W12872	2008	Ford F-250	1FDSX20548EA56478
244	8P74270	2009	Ford F150 Super crew	1FTRW12899KB95421

245	8P74271	2009	Ford Ranger	1FTYR10D99PA22178
246	8V66223	2009	Ford Ranger	1FTYR10D99PA32144
247	8V69658	2009	Ford Ranger	1FTYR10D19PA41260
248	8V84305	2009	Ford F350 Chassis	1FDWW36Y59EA42911
249	4X12407	1994	Chevrolet pickup	1GCEC14K4RE127543
250	8Z63682	2010	Ford F-150	1FTEX1CW0AFB55573
251	8Z63680	2010	Ford Ranger	1FTKRIE3DAPA38475
252	8Y89431	2010	Ford F-250	1FDSX2A58AEA28882
253	80272B1	2011	Ford Ranger	1FTKR1AD5BPA31521
254	6SEJ852	1991	Schwarze Sweeper-Isu	JALB4B1H7M7003051
255	New	2011	Ford F-150 XL	1FTEX1CMXBFB04176
Gem Car	Lic #	Year	Make/Model	Vin #
C500	7E24479	2002	Chrysler GEM	5ASAK27462F031512
C501		1975	Taylor Dunn	136012
C502		2003	Carry All 6 Club Car	262720
C503		2003	Yamaha	JU2-003902
C504	7E24484	2002	Chysler	5ASAK27402F031103
C505			Taylor Dunn	Serial # 13610Mo.B2-48
C506			Taylor Dunn	No. not legible
C507			Chrysler GEM	5ASAK27462F031512
C508			John Deere	Serial # W00turf003575
C509			Chrysler GEM	5ASAK27482F021337
C510			EZ-GO	Serial # J0234-188068
Trailers	Lic #	Year	Make/Model	Vin #
T400	SE499113	2001	chipper	IVRU111A711000827
T401	SE529849	2003	chipper	1VRU111A541004217
T402	4LP6087	2000	Big TE Utility	16VVX0813Y1A21081
T403	1KC6115		Big Tex Utility	16VAX0E1541A16263
T404	4JK5130	2004	Big Tex Utility	16VVX101941A21257
T405	1JK4535	2000	Big Tx Utility	16VVX0818Y1A23796
T406	4GY3629	1999	Big Tx Utility	16VVX0811X1A15309
T407	1JC3389	2000	Big TE Utility	4K8VX0817Y1A48404
T408	1JG6545	2000	Big TE Utility	16VVX1014Y1A23794
T409	4JK4679	2005	Big Tex Utility	16VNX162451E84182
T410	4JK4680	2006	Carso	4HXDC16206C109783
T411	4GU4932	2006	Big Tex Utility	16VUX162661E99747
T412	4HE8313	2006	Big Tex Utility 16'	16VNX162361E22273
T413	1KF2776	2001	Big Tx Utility	16VVX101311A36977
Trailers	Lic #	Year	Make/Model	Vin #
T414	4KM3760	2000	Aztec Utility	4ZBUE0121YF000111
T415	4JK5131	2004	Big Tex Utility 12'	16VVX101841A16731
T416	4HE8310	2006	Big Tex Utility 12'	16VAX121252A68007
T417	4LG8320	2011	Big Tex Utility	16VAX1210B2A74688
T419	4KM3761	2007	Big Tex Utility 12'	16VAX121X72A66380
T420	1JP2204	2000	Big Tex Utility	16VVX1019Y1A26416

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T421	1JT2835	2000	Big Tex Utility	16VVX0813Y1A30220
T422	1KM7084	2001	Big Tex Utility	16VVX101X11A43327
T423	4JH6661	2207	Big Tex Utility	16VAX101171A66521
T424	1JZ5373	2000	Big Tex Utility	16VVX0816Y1A30986
T425	4DJ7406	2003	Big Tex Utility	16VVX101431A60756
T426	4ES1233	2003	Big Tex Utility	16VVX081331A78731
T427	4CH6366	2000	Big Tex Utility	16VVX1416YLA31048
T428	4EP1977	2003	Big Tex Utility	16VVX081221A55214
T429	4KE7385	2006	Carson/DT-102 7x1	4HXDT10256C109397
T430	4KR8518	2009	Utility DV mfts DV10ET-20split	1D9EU20289S591930
T431	1JG3423	2000	Big Tx Utility	16VVX0818Y1A23794
T433	1KF2738	2001	Big Tx Utility	16VVX121611A36968
T435	4FV8383	2003	Big Tx Utility	16VAX101241A14634
T436	4KF4420	2003	Big Tx Utility	4K8AX101531A12493
T437	4AK6903	2002	Big Tx Utility	16VUX162121E51941
T438	4KF4422	2004	Big Tx Utility	16VNX142741E45331
T440	4KM3781	2005	Big Tx Utility	16VNX162052E51416
T441	4HE9157	2006	Big Tex Utility 16'	16VNX162961E22276
T443	4HE2465	2006	Big Tex Utility	16VNX162851E84749
T445	4KL2459	2005	Big Tex Utility 12'	16VAX121552A70107
T446	4JC5734	2007	Big Tex Utility	16VVX121271A52349
T447	4JH6760	2007	Big Tx Utility	16VVX121X71A71988
T449	New	2007	Big Tx Utility	16VVX121371A59360
T450	1KC6115	2000	Big Tx Utility	16VVX0818Y1A30987
T451	1KC6116	2001	Big Tx Utility	16VVX101611A33510
T454	4GB7250	2005	Wells Trailer	1WF200B1957012760
T455	4KK1243	2008	Big Tex Trailer	16VAX121571A66518
T456	4KK1244	2008	Big Tex Trailer	16VAX121X81A06008
T457	4KK1245	2008	Big Tex Trailer	16VEX202X82H12649
T458	4KK1323	2008	Big Tex Trailer	16VAX101481A06010
T459	4KM3529	2008	Big Tex Utility	16VCX162582H98476
T460	4KK3427	2008	Big Tex Trailer	16VEX202882H2651
T461	4KK7351	2009	Big Tex Utility	16VCX182891E33827
T462	4JH6668	2007	Big Tx Utility	16VVX162471E59376
T463	4KK3984	2009	Big Tx Utility	16VVX081X91A29423
T464	4KR6684	2009	Utility DV mfts split ramp	1D9EU20209S591923
Trailers	Lic #	Year	Make/Model	Vin #
T465	088052U	2007	Honda Bull Dog/water Trailer	DHWT5008207
T466	4LB5419	2010	Big Tex Utility	16VAX1016A2A45004
T467	4LB9408	2010	Big Tx Utility	16VVX0811A2A57741
T468	4LF4391	2010	Big Tex Utility	1D9UU1011AS591060
T469	4LG9516	2011	Big Tex Utility	16VCX1623A2E65246
T470	New	2011	Big Tex Utility	1D9EU2025BS591177
T471	4HE3486	2007	Carson trailer	4HXSU16247C116791
T472	4LN6735	2011	Big Tex Utility	16VAX1215B2A87677
	7D35838	2002	Golf Cart	5ASAK27412F020997

	558040	1997	Arrow board trailer	1W91S1014V1249094
		1987	Utility Trailer for Gator	TC022BX010203
	Irvine	1987	Utility Gator	19342
	Irvine	1987	Utility Gator	19344
	Irvine	1987	Utility Gator	19356
	8Z49345	2002	Chrysler GEM	5ASAK27499F030371

I. SCHEDULE II

BID SCHEDULE

PROPOSER: Merchants Landscape Services, Inc.
(Company Name)

A. SERVICE SCHEDULE Level 3 – Current Service

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-3 LANDSCAPED PARKWAYS & MEDIANS	Planter: ~~617,667 sq. ft.~~ **875,371 sq. ft.**	$ .00452	$3,956.67	$ 47,480.04
	Turf: ~~588,060 sq. ft.~~ **339,768 sq. ft.**	$ .021	$7,135.13	$ 85,621.56
E-3A LANDSCAPED PARKWAYS	Planter: ~~31,000 sq. ft.~~ **71,022 sq. ft.**	$ .0084	$ 596.58	$ 7,158.96

The Total Amount of the Service Proposal shall be based on current service levels (**Service Schedule Level 3**):

Figures: 140,260 and 56 /100's Dollars

Words: One hundred forty thousand two hundred Sixty dollars and fifty Six /100's Dollars

All work shall be performed in accordance with the terms and conditions of this Independent Contractor Agreement, which includes all General and Technical Provisions as outlined herein for the Full or Reduced Services. Any modification to the number of occurrences for any service shall be made per written direction by the District. Service occurrences may be modified with 30 days advance written notice by the District.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway, irrigation, and landscaping as set forth in Exhibit A of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 1,2 has/have been received and is/are made a part of this proposal.

President — Feb. 17, 2012
(AUTHORIZED SIGNATURE AND TITLE) — (DATE)

B. OPTIONAL SERVICE LEVELS*

- **Service Schedule Level 1 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-3 LANDSCAPED PARKWAYS & MEDIANS	Planter: ~~617,667 sq. ft.~~ **875,371 sq. ft.**	$ .006	$5,252.23	$ 63,026.76
	Turf: ~~588,060 sq. ft.~~ **339,768 sq. ft.**	$ .0263	$8,935.90	$107,230.80
E-3A LANDSCAPED PARKWAYS	Planter: ~~31,000 sq. ft.~~ **71,022 sq. ft.**	$ .0105	$ 745.73	$ 8,948.77

- **Service Schedule Level 2 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-3 LANDSCAPED PARKWAYS & MEDIANS	Planter: ~~617,667 sq. ft.~~ **875,371 sq. ft.**	$ .0056	$4,902.08	$ 58,824.96
	Turf: ~~588,060 sq. ft.~~ **339,768 sq. ft**	$ .0245	$8,324.32	$ 99,891.84
E-3A LANDSCAPED PARKWAYS	Planter: ~~31,000 sq. ft.~~ **71,022 sq. ft**	$ .0097	$ 688.91	$ 8,266.92

PROPOSER: Merchants Landscape Services, Inc.
(Company Name)

President — February 17, 2012
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

* Optional Service Levels are levels of landscaping service not currently being provided. Details for each Service Schedule Level are listed in the Frequency of Service Table, Exhibit E, Schedule I, Section V: FREQUENCY OF SERVICE TABLE, page 74. At the discretion of the Community Services District, an optional level of service other than the current service level may be requested. **PLEASE INCLUDE COSTS TO PROVIDE LANDSCAPE & IRRIGATION SERVICES FOR OPTIONAL SERVICE LEVELS IN ADDITION TO THE CURRENT SERVICE LEVEL AS DESCRIBED ON PAGE 85.**

C. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibits A and C.

UNIT PRICES (Includes all labor and materials)

1. 1 gal. shrub/vine/ground cover in place	@	$ 9.00	ea
2. 5 gal. shrub/vine/ground cover in place	@	$ 20.00	ea
3. 5 gal. tree in place (stakes included)	@	$ 40.00	ea
4. 15 gal. tree in place (stakes included)	@	$ 95.00	ea
5. 24" box tree in place (stakes included)	@	$ 295.00	ea
6. 36" box tree in place (guy wires included)	@	$ 795.00	ea
7. Flat of ground cover in place	@	$ 20.00	ea
8. Fertilizer application	@	$ .004	ea/sq. ft
9. Planter bed mulch in place	@	$ 30.00	/cu. yd
10. Additional labor	@	$ 20.00	/man hour
11. Additional Irrigation Technician	@	$ 35.00	/man hour

PROPOSER: Merchants Landscape Services, Inc.
(Company Name)

President February 17, 2012
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

D. ROUTINE IRRIGATION REPAIR PRICES

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

1. Irrigation repair parts for routine repairs @ cost plus 15. %

2. Unit prices for Additional Work (additional landscape areas) per Exhibit C, Section 2.

   A. Shall be per Schedule II, Section A., cost per sq. ft., per occurrence. ~~Additional parkway areas, planters (trees to 18 ft. height, shrubs, ground cover included, as applicable).~~

   ~~$_____/sq. ft./mo.~~

   B. Shall be: ~~Additional parkway areas, turf (trees to 18 ft. height, shrubs, ground cover included, as applicable).~~

   ~~$_____/sq. ft./mo.~~

   a. Per Schedule II, Section B., Service Schedule, Level 1, Optional service cost per sq. ft. per occurrence.

   or

   b. Per Schedule II, Section B, Service Schedule, Level 2, Optional service cost per sq. ft. per occurrence.

   or

   c. Per Schedule II, Section B, Service Schedule, Level 3, Optional service cost per sq. ft. per occurrence.

3. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: Merchants Landscape Services, Inc.
(Company Name)

President
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

II. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, (Schedule II) A. "Bid Schedule"):

One hundred forty thousand two hundred sixty dollars & fifty six cents
(Dollar Amount in Words)

$ 140,260.56
(Dollar Amount in Figures)

Date: June 19, 2012

Proposer: Merchants Landscape Services, Inc.
(Company Name)

By: [signature]
(Signature)

Title: President

State License Number and Classification: 765658 C27

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF California

(Corporate Seal)

PRESIDENT Mark Brower

SECRETARY _____

III. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is a cashier's check, a certified check, or a Proposal Surety Bond for_____, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated _____

Signature of Proposer _____

By _____

Address of Proposer _____

_____

Telephone Number of Proposer (____) _____

Names and Addresses of Members of the Company:

_____

_____

(If a Corporation)

Signature of Proposer _____

By Mark Brower

Title President

Business Address 1510 S. Lyon St.

Santa Ana, CA. 92705

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of	California
State License Number and Classification	765658 C27
PRESIDENT	Mark Brower
SECRETARY	
TREASURER	Theodore Haas

(Corporate Seal)

RECD FEB 13 2012

IV. PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Merchants Landscape Services, Inc.

_____, as principals, and Hartford Fire Insurance Company A(XV)CA, a duly authorized corporate surety: Business Address One Pointe Drive, 6th Floor, Brea, CA 92821

_____,

Phone (714) 674-1321, are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of TEN PERCENT THE AMOUNT BID IN********** Dollars, ($10%**********), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly, and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about to hand in and submit to the Board of Directors of the Moreno Valley Community Services District, a proposal for **PROJECT NO. E-3/11-12 -, MORENO VALLEY RANCH-WEST (E-3) AND LASSELLE POWERLINE PARKWAY (E-3A) MAINTENANCE OF PARKWAY & LANDSCAPING AND IRRIGATION**, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said Board of Directors, and if the said principal shall fail or neglect to enter into a Contract therefore within the required time, then in that case the undersigned obligors will pay to the Moreno Valley Community Services District the full sum of TEN PERCENT THE AMOUNT BID IN********** Dollars, ($10%**********), as liquidated damages for such failure and neglect.

WITNESS our hands this 10th day of February, 20 12.

(SIGNATURE PAGE FOLLOWS)

Proposal Surety Bond (cont.)

PRINCIPAL	CORPORATE SURETY
Name: Merchants Landscape Services, Inc.	Name: Hartford Fire Insurance Company A(XV) CA
Address: 1190 Monterey Pass Road	Address: One Pointe Drive, 6th Floor
Monterey Park, CA 91754	Brea, CA 92821
Tel. No.: 323-881-6701	Tel. No.: 714-674-1321
By:	By: Mary Smith, Attorney-in-Fact
	MARY SMITH

SIGNING INSTRUCTIONS

- **The Bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.**
- **The Bond shall include attached Notary Certificates for the Attorney-in-Fact and the Principal.**
- **The Bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).**
- **The Bond shall include the address at which the Principal and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).**

If any of the above items are omitted, the proposal will be considered non-responsive and will be rejected.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On February 10, 2012 , before me, Donna M. Green, Notary Public,

personally appeared Mary Smith,

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

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

WITNESS my hand and official seal.

DONNA M. GREEN
COMM. #1886017
NOTARY PUBLIC • CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Apr. 16, 2014

Signature Donna M. Green
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
- ☐ PARTNER(S) ☐ LIMITED
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR

OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-4
P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code: 72-183250**

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of unlimited:***

John D. Hunsinger, Mary Smith, Joyce Elzouki, Steven L. Brockmeyer, Ronald C. Wanglin, Donna M. Green
of
Pasadena, CA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Scott Sadowsky, Assistant Secretary

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Scott E. Paseka
Notary Public
My Commission Expires October 31, 2012

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 10, 2012.

Signed and sealed at the City of Hartford.

Gary W. Stumper, Assistant Vice President

Item No. B.7

MV00201623

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On 2-16-12 before me, Sharon Ann Godinez / Notary
(Here insert name and title of the officer)

personally appeared Theodore Haas,

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

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

SHARON ANN GODINEZ
Commission # 1829014
Notary Public - California
Los Angeles County
My Comm. Expires Jan 1, 2013

WITNESS my hand and official seal.

Sharon Ann Godinez
Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Proposed Surety Bond
(Title or description of attached document)

Moreno Valley West
(Title or description of attached document continued)

Number of Pages _____ Document Date _____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

2008 Version CAPA v12.10.07 800-873-9865 www.NotaryClasses.com

V. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF)§

(NAME) Mark Brower, affiant being first duly sworn, deposes and says:

That he or she is President (sole owner, partner or other proper title) of Merchants Landscape Services, Inc. (Contractor) the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: Merchants Landscape Services, Inc.

Bidder's Address: 1510 S. Lyon St.
Santa Ana, CA. 92705

Telephone No.: (800) 645-4881

(Signature of Bidder) President (Title)

ALL SIGNATURES MUST BE NOTARIZED

CALIFORNIA JURAT

State of : California

County of: ORANGE

Subscribed and sworn to (or affirmed) before me

this 17th day of 02, 2012, by
Date Month Year

(1) MARK BROWER
Name of Signer (s)

(2) N/A
Name of Signer (s)

who proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me

WITNESS my hand and official seal

Teresa Marcelino
Signature of Notary Public

TERESA MARCELINO
Commission # 1877991
Notary Public - California
Orange County
My Comm. Expires Jan 24, 2014

(Notary Seal)

OPTIONAL INFORMATION

Information below is NOT required by law however may deter fraudulent removal of this form.

Description of Attached Document	Right Thumbprint of Signer	Capacity Claimed by Signer(s)	Right Thumbprint of Signer
Number of Pages _____ Document Date: _____ _____ Title or type of document _____ Additional information		☐ Individual(s) ☐ Corporate Officer _____ ☐ Partner ☐ Attorney-in-Fact ☐ Trustee(s) ☐ Other _____	

Item No. B.7

MV00201626

APPENDIX A: PREVAILING WAGE DETERMINATION

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

DETERMINATION: SC-LML-2008-1
ISSUE DATE: February 22, 2008
EXPIRATION DATE OF DETERMINATION: December 31, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

		Employer Payments					Straight-Time		Overtime
LOCALITY:	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2X
Imperial	$8.00	-	-	[a]0.115	0.17	-	8	[b]8.285	[b]12.285
Inyo, Mono and San Bernardino	8.00	-	-	0.30	0.17	-	8	8.47	12.47
Kern	8.00	-	-	[c]0.16	0.17	-	8	[b]8.33	[b]12.33
	10.00	-	-	[d]0.27	0.46	-	8	[b]10.73	[b]15.73
Los Angeles	8.00	0.89	-	[a]0.115	0.14	-	8	[b]9.145	[b]13.145
Orange	8.00	-	-	[f]0.11	0.11	-	8	[b]8.22	[b]12.22
Riverside	8.00	-	-	[g]0.20	0.16	-	8	[b]8.36	[b]12.36
San Diego	8.00	-	-	0.22	0.115	-	8	8.335	12.335
	8.00	-	-	0.24	0.12	-	8	8.36	12.36
San Luis Obispo	8.00	-	-	[k]0.15	0.15	-	8	8.30	12.30
	8.00	-	-	[f]0.16	0.16	-	8	8.32	12.32
Santa Barbara	8.00	-	-	[h]0.12	0.12	-	8	[b]8.24	[b]12.24
	8.00	-	-	[i]0.13	0.13	-	8	[b]8.26	[b]12.26
Ventura	8.00	-	-	0.115	0.16	-	8	8.275	12.275
	8.00	2.97	-	[j]0.19	0.26	-	8	[b]11.42	[b]15.42

Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

[a] $0.22 after 3 years of service.
[b] Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
[c] $0.31 after 2 years of service.
[d] $0.54 after 2 years of service: $0.81 after 3 years of service.
[e] $0.24 after 3 years of service: $0.37 after 7 years of service.
[f] $0.22 after 4 years of service.
[g] $0.40 after 3 years of service.
[h] $0.23 after 2 years of service.
[i] $0.27 after 2 years of service.
[j] $0.38 after 3 years of service.
[k] $0.29 after 2 years of service.
[l] $0.31 after 2 years of service.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Travel and subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

18C

APPENDIX B: MONTHLY LANDSCAPE SERVICES REPORT FORM

PROJECT NO._____

MONTHLY LANDSCAPE SERVICES REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT

MONTH OF _____, 20___

MAINTENANCE • DATE(S) • AREA • SERVICE TYPE: MOW/EDGE TRIM/PRUNE-WEED LITTER-IRRIGATION ETC.	FERTILIZER • DATE(S) • AREA • PRODUCT/ANALYSIS • AMOUNT/AREA • CROP	PESTICIDES • DATE(S) • PRODUCT USED • AMOUNT USED • AREA • TARGET PEST	COMPLAINTS • DATE(S) RECEIVED • AREA/LOCATION • COMPLAINT/ACTION • DATE CORRECTED • CORRECTIVE ACTION	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED • CORRECTIVE ACTION
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

APPENDIX B: WEEKLY IRRIGATION REPORT FORM

WEEKLY IRRIGATION REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT

CONTROLLER NO. _____

STATION NO. _____

FOR MONTH OF _____, 20___

PROJECT NO._____

	DATE(S) CHECKED	PROBLEM(S) IDENTIFIED	CORRECTIVE ACTIONS • DATE CORRECTED • CORRECTIVE ACTION DETAILS	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

APPENDIX C: GREENWASTE REPORT FORM

MORENO VALLEY COMMUNITY SERVICES DISTRICT
-MONTHLY GREENWASTE REPORT-
FOR

MONTH:_____ YEAR:_____

1. **Source of greenwaste (Project No./Location):_____**

   _____

2. **Amount of greenwaste generated from above source (by weight):**
   _____**LBS. –or- TONS.**

3. Name, address, and phone number of recycle accepting greenwaste:

   - **Company Name:**_____
   - **Address:** _____

     _____
   - **Phone Number: (_____)**_____

4. **Amount of greenwaste-source products (mulch, compost, top dressing, and soil amendments, etc.) furnished to Project (by weight):**

   _____ **LBS. -or- TONS.**

5. **Name, address, and phone number of recycle supplying greenwaste-source products to Project (if different from No. 3 above):**

   _____

   _____

   _____

6. **Number of times turf mowed this month:**_____

7. **Number of times turf mowed without clippings caught:**_____

CONTRACTOR:_____

ADDRESS:_____

PHONE:_(_____)_____

PREMIUM IS WRITTEN FOR CONTRACT TERM SUBJECT TO ADJUSTMENT BASED UPON FINAL CONTRACT PRICE

**ONE HUNDRED FORTY THOUSAND TWO HUNDRED SIXTY 56/100

EXECUTED IN DUPLICATE
EFFECTIVE: July 1, 2012 to June 30, 2013
BOND NO. 72BSBGF0365

PREMIUM $ 2,244.00

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

RFP NO. E-3/11-12
PROJECT NO. E-3/11-12
MORENO VALLEY RANCH-WEST (E-3) AND LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the Board of Directors of the Moreno Valley Community Services District, State of California, known as "CSD," has awarded to Merchants Landscape Services, Inc as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as **PROJECT NO. E-3/11-12**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and Hartford Fire Insurance Company A(XV)CA, as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of ** dollars, ($ 140,260.56********), lawful money of the United States, to be paid to the said CSD or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

RISK MANAGEMENT
Approved

M. Adams 6-27-12
By Date

Item No. B.7

MV00201631

FAITHFUL PERFORMANCE BOND
PROJECT NO. E-3/11-12

BOND NO. 72BSBGF0365

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this 13th day of June 20 12.

CONTRACTOR (Principal)	SURETY
Contractor Name: Merchants Landscape Services, Inc.	Name: Hartford Fire Insurance Company A(XV) CA
Address: 1190 Monterey Pass Road Monterey Park, CA 91754	Address: One Pointe Drive, 6th Floor Brea, CA 92821
Telephone No.: 323-881-6701	Telephone No.: 714-674-1321
Print Name: Theodore Haas	Print Name: MARY SMITH Attorney-in-Fact
Signature: [signature]	Signature: Mary Smith

Approved as to Form this
28th day of June 2012

[signature]
Deputy City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of Orange

On June 13, 2012 (Date) before me, Nadine Rodriguez, Notary Public, (Here Insert Name and Title of the Officer)

personally appeared Theodore Haas (Name(s) of Signer(s))

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

NADINE RODRIGUEZ
Commission # 1974930
Notary Public - California
Orange County
My Comm. Expires Apr 13, 2016

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

WITNESS my hand and official seal.

Signature: Nadine Rodriguez (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____
RIGHT THUMBPRINT OF SIGNER: Top of thumb here	RIGHT THUMBPRINT OF SIGNER: Top of thumb here

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Item #5907

Item No. B.7

MV00201633

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On June 13, 2012 , before me, Donna M. Green, Notary Public,

personally appeared Mary Smith

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

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

WITNESS my hand and official seal.

DONNA M. GREEN
COMM. #1886017
NOTARY PUBLIC • CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Apr. 16, 2014

Signature Donna M. Green
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
- ☐ PARTNER(S) ☐ LIMITED
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR

OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Item No. B.7

MV00201634

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-4 A(XV)GA
P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code: 72-183250**

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut A(XV)CA
- [ ] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast,** a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of unlimited:***

John D. Hunsinger, Mary Smith, Joyce Elzouki, Steven L. Brockmeyer, Ronald C. Wanglin, Donna M. Green
of
Pasadena, CA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Scott Sadowsky, Assistant Secretary

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

CERTIFICATE

Scott E. Paseka
Notary Public
My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 13, 2012.

Signed and sealed at the City of Hartford.

Gary W. Stumper, Assistant Vice President

Item No. B.7

MV00201635

EXECUTED IN DUPLICATE
EFFECTIVE: July 1, 2012 to June 30, 2013

**ONE HUNDRED FORTY THOUSAND TWO HUNDRED SIXTY 56/100

BOND NO. 72BSBGF0365

PREMIUM $ Included In Performance Bond

LABOR AND MATERIALS BOND
(100% of Total Contract Amount)

RFP NO. E-3/11-12
PROJECT NO. E-3/11-12
MORENO VALLEY RANCH-WEST (E-3) AND LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the board of Directors of the Moreno Valley Community Services District of the City of Moreno Valley, State of California, known as "CSD," has awarded to Merchants Landscape Services, Inc., as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement, whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as Project No. E-3/11-12, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and Hartford Fire Insurance Company A(XV)CA, as Surety, are held and firmly bound unto the City of Moreno Valley Community Services District for the City of Moreno Valley, County of Riverside in the penal sum of ** dollars, ($140,260.56*****) (words and figures), lawful money of the United States, to be paid to said CSD or its certain attorney, successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Moreno Valley Community Services District, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the CSD and judgment is recovered, the Surety shall pay all costs incurred by the CSD in such suit, including reasonable attorney fees to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extensions of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

RISK MANAGEMENT
Approved

M. Allen 6-27-12
By Date

Item No. B.7

LABOR AND MATERIAL BOND
PROJECT NO. E-3/11-12

WITNESS our hands this 13th day of June, 20 12.

PRINCIPAL	SURETY
Name: Merchants Landscape Services, Inc.	Name: Hartford Fire Insurance Company A(XV)CA
Address: 1190 Monterey Pass Road	Address: One Pointe Drive, 6th Floor
Monterey Park, CA 91754	Brea, CA 92821
Telephone Number: 323-881-6701	Telephone Number: 714-674-1321
By: [signature]	By: Mary Smith MARY SMITH
Title: Chairman	Title: Attorney-In-Fact
By:	By:
Title:	Title:

Approved as to form this 28th day of June, 20 12.

[signature]
Deputy City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.**
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).

The bond shall include the address at which the Principal (Contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of Orange

On June 13, 2012 (Date) before me, Nadine Rodriguez, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Theodore Haas (Name(s) of Signer(s))

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

NADINE RODRIGUEZ
Commission # 1974930
Notary Public - California
Orange County
My Comm. Expires Apr 13, 2016

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

WITNESS my hand and official seal.

Signature: Nadine Rodriguez (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Individual
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Individual
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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Item #5907

Item No. B.7

MV00201638

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On June 13, 2012 , before me, Donna M. Green, Notary Public,

personally appeared Mary Smith

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

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

WITNESS my hand and official seal.

DONNA M. GREEN
COMM. #1886017
NOTARY PUBLIC • CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Apr. 16, 2014

Signature Donna M. Green
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
- ☐ PARTNER(S) ☐ LIMITED
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR

OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Item No. B.7

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-4 A(XV)CA
P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code: 72-183250**

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut A(XV)CA
- [ ] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of unlimited:***

John D. Hunsinger, Mary Smith, Joyce Elzouki, Steven L. Brockmeyer, Ronald C. Wanglin, Donna M. Green
of
Pasadena, CA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Scott Sadowsky, Assistant Secretary

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

CERTIFICATE

Scott E. Paseka
Notary Public
My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 13, 2012.

Signed and sealed at the City of Hartford.

Gary W. Stumper, Assistant Vice President

Item No. B.7

MV00201640

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/5/2012

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

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

PRODUCER
Bolton & Company
3475 E. Foothill Blvd., Suite 100
Pasadena, CA 91107

www.boltonco.com 0008309

CONTACT NAME:
PHONE (A/C, No, Ext): (626) 799-7000 FAX (A/C, No): 626-583-2125
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Golden Eagle Insurance Corporation A(XV)CA	
INSURER B: American Fire & Casualty Insurance Company A(XV)CA	
INSURER C: Safety National Casualty Corporation A(XI)CA	
INSURER D: Federal Insurance Company A++(XV)CA	
INSURER E:	
INSURER F:	

INSURED
Merchants Landscape Services, Inc.
1190 Monterey Pass Road
Monterey Park CA 91754

COVERAGES CERTIFICATE NUMBER: 13538356 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ✓ LOC	✓	✓	CBP8699930 ✓	7/1/2012	7/1/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ✓ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	✓		BA8690031 ✓	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $ $
B	✓ UMBRELLA LIAB ✓ OCCUR EXCESS LIAB CLAIMS-MADE ☐ DED ☐ RETENTION $0			UUA1355182907	7/1/2012	7/1/2013	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ 6,000,000 $ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	✓	SP4046075 Excess WC (CA)	4/24/2012	4/24/2013	✓ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D A	Employee Theft -Including 3rd Party Business Personal Property Business Income/Extra Expense & EDP			81585028 CBP8699930	6/1/2012 7/1/2012	6/1/2013 7/1/2013	Limit: $1 MIL/Ded. $25,000 Limit: $5,000/Ded. $1,000 BI/EE $10,000; EDP $5,000/Ded. $1,000	

Approved
By: SMB Date: 7-9-12

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

Auto Additional insured per GECA701 01/07 attached pgs. 1-4 attached. GL Primary Wording and Waiver of Subrogation apply per 22-111 01/07 & GECG602 09/04 attached. WC Excess Waiver of Subrogation applies per XWC 0456 00 0908 attached.
Additional Insured(s): The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority.

CERTIFICATE HOLDER

Operations of the Named Insured
City of Moreno Valley
Attn: Margaret Williams
14325 Frederick Street, Suite 9
Moreno Valley CA 92552

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Cheryl Feia

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AGENCY CUSTOMER ID: MERCH-1

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Bolton & Company	Merchants Landscape Services, Inc. 1190 Monterey Pass Road Monterey Park CA 91754
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (05/10)

CERTIFICATE HOLDER: City of Moreno Valley Attn: Margaret Williams

ADDRESS: 14325 Frederick Street, Suite 9 Moreno Valley CA 92552

their officers, employees and agents.

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ADDENDUM

CBP8699930 ✓
Merchants Landscape Services, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to provision **a. Primary Insurance** of paragraph **4. Other Insurance** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, when an additional insured has been added to this Coverage Part by attachment of an endorsement, we will not seek contribution from the "additional insured's own insurance" provided that:

(1) You and the additional insured have agreed in a written contract that this insurance is primary and non-contributory; and

(2) The "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the execution of such contract.

B. For the purposes of this endorsement the following is added to **SECTION V – DEFINITIONS**:

"Additional insured's own insurance" means other insurance for which the additional insured is designated as a Named Insured.

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POLICY NUMBER: CBP8699930

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Moreno Valley Attn: Margaret Williams	Operations of the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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CERT NO.: 13538356 CLIENT CODE: MERCH-1 Elizabeth Foster - Direct 626-535-1433 7/5/2012 10:49:52 AM Page 4 of 12

Merchants Landscape Services, Inc.
POLICY NUMBER: CBP8699930

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
City of Moreno Valley Attn: Margaret Williams	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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BA8690031 ✓

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO GOLD ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II - LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.

e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:

(1) If there is similar insurance or a self-insured retention plan available to that organization; or

(2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

f. Any volunteer or employee of yours while using a covered auto" you do not own, hire or borrow in your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.

g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:

(1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:

(a) an expressed provision of an "insured contract", or written agreement; or

(b) an expressed condition of a written permit issued to you by a governmental or public authority.

(2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:

(a) You executed the "insured contract" or written agreement; or

(b) the permit has been issued to you.

2. COVERAGE EXTENSIONS

a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

(2) Up to $2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

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(4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to $500 a day because of time off from work.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. Hired Auto Physical Damage

a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners or members of their household is a covered "auto" for each of your physical damage coverages.

b. The most we will pay for "loss" in any one "accident" is the smallest of:

(1) $50,000.

(2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to $500 per "accident" for the actual loss of use to the owner of the covered "auto."

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

6. Rental Reimbursement Coverage

We will pay up to $75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." We will also pay up to $500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto."

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph **4. Coverage Extension.**

7. Customized Furnishings Coverage

We will pay with respect to a covered "auto" for "loss" to custom furnishings including, but not limited to:

a. Special carpeting and insulation;

b. Height-extending roofs;

c. Custom murals, paintings, or other decals or graphics.

Our limit of liability for loss to custom furnishings shall be the least of:

a. Actual cash value of the stolen or damaged property as of the time of the loss; or

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b. The amount necessary to repair or replace the property; or

c. $500.

This coverage does not apply to electronic equipment.

8. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

B. Exclusions

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:

a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

b. Equipment designed or used for the detection or location of radar.

c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

(1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

(2) Any other electronic equipment that is:

(a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

(b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

D. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV. BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

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2. **Duties In The Event of Accident, Claim, Suit, or Loss**

a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.

b. To the extent possible, notice to us should include:

(1) How, when and where the accident or loss took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured g.**, but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

B. GENERAL CONDITIONS

7. e. is added:

e. All parts of the world for an "auto" you hire for less than 30 consecutive days, if the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in 7. a - 7. d.

9. is added:

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

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Paragraph 6. is replaced with the following:

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, arising out of any one fire, explosion or sprinkler leakage incident.

   The Fire Damage Limit provided by this policy shall be the greater of:

   a. $500,000. or

   b. The amount shown in the Declarations.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

Item 2. a.is replaced with:

2. **Duties In The Event of Occurrence, Offense, Claim or Suit**

   a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the "occurrence", offense, claim, or "suit". Knowledge of an "occurrence", offense, claim or "suit" by other employee(s) does not imply you also have such knowledge. To the extent possible, notice to us should include:

      1) How, when and where the "occurrence" or offense took place;

      2) The names and addresses of any injured persons and witnesses; and

      3) The nature and location of any injury or damage arising out of the "occurrence", offense, claim or "suit".

Item 4. b. 1) b) is replaced with:

b. Excess Insurance

1) b) That is Fire, Explosion or Sprinkler Leakage insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner; or

Item 6. is amended to include:

6. Representations

d. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 8. is replaced with:

8. Transfer of Rights Of Recovery Against Others To Us

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under that written "insured contract" for that person or organization and included in the "products-completed operations hazard".

Item 10. and Item 11. are added:

10. Cancellation Condition

If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 60 days prior to the effective date of cancellation.

11. Liberalization

If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

SECTION V- DEFINITIONS

The following definitions are added or changed:

9. "Insured contract"

a. Is changed to:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an "insured contract".

23 and 24 are added:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

24. "Product recall notification expenses" means the reasonable additional expenses (including, but not limited to, cost of correspondence, newspaper and magazine advertising, radio or television announcements and transportation cost), necessarily incurred in arranging for the return of products, but excluding costs of the replacement products and the cash value of the damaged products.

The following Provisions are also added to this Coverage Part:

A. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is not entitled to any notices that we are required to send to the Named Insured and is an additional insured only with respect to liability arising out of:

a. Your ongoing operations performed for that person or organization; or

b. Premises or facilities owned or used by you.

XWC 0456 00 0908

ENDORSEMENT

BLANKET WAIVER OF SUBROGATION

Effective 12:01 A.M., Local Time, April 24, 2012

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed that the Recovery From Others section of this Agreement is amended to include the following additional language:

> The CORPORATION has the right to pursue subrogation recoveries from anyone liable for an injury covered by this Agreement. The CORPORATION will not enforce its right against any person or organization for whom the EMPLOYER performs work under a written contract that requires the EMPLOYER to obtain this agreement from the CORPORATION.
>
> This agreement shall not operate directly or indirectly to benefit anyone not named in this Agreement.

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. SP 4043975, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to MERCHANTS BUILDING MAINTENANCE COMPANY, ET AL, dated April 24, 2011.

SAFETY NATIONAL CASUALTY CORPORATION

President

Secretary

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C. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibits A and C.

UNIT PRICES (Includes all labor and materials)

1. 1 gal. shrub/vine/ground cover in place	@	$ 9.00	ea
2. 5 gal. shrub/vine/ground cover in place	@	$ 20.00	ea
3. 5 gal. tree in place (stakes included)	@	$ 40.00	ea
4. 15 gal. tree in place (stakes included)	@	$ 95.00	ea
5. 24" box tree in place (stakes included)	@	$ 295.00	ea
6. 36" box tree in place (guy wires included)	@	$ 795.00	ea
7. Flat of ground cover in place	@	$ 20.00	ea
8. Fertilizer application	@	$ .004	ea/sq. ft
9. Planter bed mulch in place	@	$ 30.00	/cu. yd
10. Additional labor	@	$ 20.00	/man hour
11. Additional Irrigation Technician	@	$ 35.00	/man hour

PROPOSER: Merchants Landscape Services, Inc.
(Company Name)

President February 17, 2012
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

D. ROUTINE IRRIGATION REPAIR PRICES

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

1. Irrigation repair parts for routine repairs @ cost plus 15. %

2. Unit prices for Additional Work (additional landscape areas) per Exhibit C, Section 2.

   A. Shall be per Schedule II, Section A., cost per sq. ft., per occurrence. ~~Additional parkway areas, planters (trees to 18 ft. height, shrubs, ground cover included, as applicable).~~

   ~~$_____/sq. ft./mo.~~

   B. Shall be: ~~Additional parkway areas, turf (trees to 18 ft. height, shrubs, ground cover included, as applicable).~~

   ~~$_____/sq. ft./mo.~~

   a. Per Schedule II, Section B., Service Schedule, Level 1, Optional service cost per sq. ft. per occurrence.

   or

   b. Per Schedule II, Section B, Service Schedule, Level 2, Optional service cost per sq. ft. per occurrence.

   or

   c. Per Schedule II, Section B, Service Schedule, Level 3, Optional service cost per sq. ft. per occurrence.

3. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: Merchants Landscape Services, Inc.
(Company Name)

President
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: May 14, 2013

TITLE: FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION IN PROJECT NO. E-4/11

RECOMMENDED ACTION

Recommendations:

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD Board): Approve the First Amendment to the Independent Contractor Agreement ("Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-4/11, ("First Amendment to Agreement for E-4/11") with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for E-4 (Moreno Valley Ranch-East) and E-4A (Daybreak) areas.

2. Authorize the City Manager to execute the First Amendment to the Agreement for E-4/11 with TruGreen Landcare.

3. Authorize an adjustment in the purchase order (PO) to TruGreen Landcare, for an increase of $10,100.00 when the First Amendment to the Agreement for E-4/11 has been signed by all parties.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services. Zone E (extensive landscape maintenance), provides landscape maintenance services at full or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 Stoneridge Ranch), E-14 Mahogany Fields, E-15 (Celebration), and E-16 (Shadow Mountain).

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors who perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement ("Agreement") for landscape maintenance or other related specialty services, such as backflow testing, repair and replacement.

The Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. "Base services" include: mowing, edging and trimming of turf grass areas, pruning and trimming of shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes and groundcovers, and pesticide applications. Base services are performed on a scheduled rotation basis.

"Additional work" is unanticipated, extra services that may be required and can include added square footage to a service area at a pre-stated unit cost during the contracting term. Additional work services may include, but is not limited to, irrigation repairs, labor and materials, additional plant materials, fertilizer applications, and/or mulching, or unscheduled services as allowed per Exhibit E of the Agreement (See Attachment 3 – Additional Work Price List) or provided as a supplementary proposal for specialty services. While efforts are made to anticipate additional, unexpected or emergency work at the beginning of a contracting term, extra work and/or acceptance of additional service areas can occur which requires the Agreement to be amended to include the costs associated with any added additional work that may be required prior to the end of the term of the Agreement.

DISCUSSION

E-4/11 is the CSD landscape maintenance Agreement that covers the Zone E-4 (Moreno Valley Ranch – East) and E-4A (Daybreak) CSD maintained landscape service areas. Service levels are consistent with the terms of the CSD Zone E General Service

Level Guidelines, as listed the CSD Zone E (Extensive Parkway Landscape Maintenance) Service Plan Policy, (the "Policy") as adopted by the CSD Board on September 25, 2007, and amended on April 26, 2011, which includes General Service Level Guidelines for Reduced Maintenance Service, which is applied to the parkways and medians of E-4 and open space area of E-4A, as they may apply.

The Agreement as extended for FY 2012/13, was authorized in the NTE amount of $109,550.32 ($95,770.32 for E-4 base maintenance services, $5,580.00 for E-4A based maintenance services, $6,900.00 for E-4 additional work, and $1,300.00 for E-4A additional work) for FY 2012/13.

Due to budgetary constraints, staffing reductions were necessary in the Special Districts Division during FYs 2011/12 and 2012/13. In FY 2012/13, tasks normally performed by field personnel, including irrigation repair services had to be transitioned to the Contractor in order to keep up with the workload. As a result of this change, the Agreement's additional work allocation is in need of an increase from $8,200.00 to $18,300.00 (a $10,100.00 increase) to cover the cost of additional services to provide labor and materials for irrigation repairs and replanting services.

This First Agreement to the Agreement for E-4/11will increase the additional work cost for a net increase of $10,100.00. This adjustment is consistent with the costs identified in the Agreement. Approval of the First Amendment to the Agreement for E-4/11 will increase the NTE amount to $119,650.32 ($95,770.32 for E-4 base maintenance services, $5,580.00 for E-4A based maintenance services, $17,000.00 for E-4 additional work, and $1,300.00 for E-4A additional work) for FY 2012/13.

ALTERNATIVES

1. Approve the First Amendment to the Agreement for E-4/11 with TruGreen Landcare in the form attached hereto for landscape maintenance to provide continuation of landscape maintenance and maintenance related services; authorize the City Manager to execute said First Amendment to the Agreement for E-4/11 with TruGreen Landcare, and authorize an increase of $10,100.00 in the purchase order to TruGreen Landcare for additional work. *By selecting this alternative the CSD Board will prevent interruptions in landscape maintenance services and allow for the necessary funding of additional work to be performed within those CSD landscaped service areas for the 2012/13 fiscal year.*

2. Do not approve the First Amendment to the Agreement for E-4/11 with TruGreen Landcare in the form attached hereto for landscape maintenance to provide continuation of landscape maintenance and maintenance related services, do not authorize the City Manager to execute said First Amendment to the Agreement for E-4/11 with TruGreen Landcare, and do not authorize an increase in the purchase order to TruGreen Landcare in the amount $10,100.00 for additional work. *By selecting this alternative, the CSD Board may allow for a lapse in necessary additional maintenance services to be provided and compensated for in the E-4*

(Moreno Valley Ranch – East) landscaped area where the Agreement requires amending.

FISCAL IMPACT

CSD Zone E is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills to pay for parkway, median, and open space landscape maintenance and associated landscape maintenance related services. **These actions will not impact the City's General Fund.**

The following table represents the Adjustment to be made in the General Ledger Account to the Zone E budget to accommodate the First Amendment to the Agreement for E-4/11 for landscape maintenance services.

Contractor	GL Account	Base Agreement Amount	2012/13 Additional Work Agreement Amount	2012/13 Agreement Total	2012/13 Net Adjustments	2012/13 Amended Agreement Total
TruGreen Landcare	5013-30-79-25711-620910	$ 101,350.32	$ 8,200.00	$ 109,550.32	$ 10,100.00	$ 119,650.32

CITY COUNCIL GOALS

Community Image and Positive Environment:

By approving the Amendments to the Agreements as listed herein, the CSD Board will allow for the promotion of a positive environment through continued maintenance of parkways and medians.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1 – First Amendment to the Agreement for E-4/11

Attachment 2 – Agreement for E-4/11 for FY 2011/12 and Extension to the Agreement for E-4/11 for FY 2012/13

Attachment 3 – Additional Work Price List

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00201661

FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT MORENO VALLEY COMMUNITY SERVICES DISTRICT MAINTENANCE OF PARKWAY & MEDIAN LANDSCAPING AND IRRIGATION

PROJECT NO. E-4/11

This First Amendment to the Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT, a municipal corporation, hereinafter referred to as "CSD," and TruGreen Landcare, a California General Partnership hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the City and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for R.F.P. NO. E-4/11 - PROJECT NO. E-4/11, hereinafter referred to as "Agreement," dated August 18, 2011; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform maintenance of landscaping and irrigation of the landscaped parkways and medians for E-4 (Moreno Valley Ranch-East) and E-4A(Daybreak) as provided in the Agreement; and,

WHEREAS, an extension agreement was entered into on July 26, 2012 for the 2012/13 Fiscal Year ("FY") the "First Extension Agreement"; and

WHEREAS the First Extension Agreement was authorized in the not-to-exceed (NTE) amount of $109,550.32 ($101,350.32 for base maintenance services, to be paid at a rate of $8,445.86 per month, one month in arrears and $8,200.00 for additional work); and,

FIRST AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. E-4/11

WHEREAS, the amount of additional work that has been identified is greater than anticipated when the First Extension Agreement was entered into, which will require an increase in the First Extension Agreement's additional work allocation of $10,100.00 from $8,200.00 to $18,300.00 ($17,000 for E-4 and $1,300 for E-4A), to cover the cost of additional services, which includes but is not limited to labor and materials, for irrigation repairs and replanting, to be performed or provided by the Contractor; and,

WHEREAS, it is desirable to amend the First Extension Agreement, to increase the NTE amount from $109,550.32 to $119,650.32 to cover the additional costs of services, at the unit prices as listed in Exhibit E, Section 9., letter B. of the Agreement.

SECTION 1 FIRST AMENDMENT to the FIRST EXTENSION AGREEMENT:

1.1 Amend the Additional Work Amount of the First Extension Agreement Section 5. from eight-thousand two hundred and 00/100 dollars ($8,200.00) to eighteen thousand three hundred and 00/100 dollars ($18,300.00) to accommodate additional labor and material costs associated with irrigation and replanting services for a total NTE of $119,650.32 ($101,350.32 for base and $18,300.00 for additional work).

SECTION 2

2.1 Except as otherwise specifically provided in this First Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. E-4/11

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District

Date: _____

Contractor: TruGreen Landcare

By: _____
Title: (President or Vice President)

Date: _____

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: _____

Affix Corporate Seal Below
(If applicable)

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

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MV00201665

INDEPENDENT CONTRACTOR AGREEMENT

R.F.P. NO. E-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name	TruGreen Landcare
Street Address	1616 Marlborough Ave.,
Street Address	Bldg. S
City, State, Zip	Riverside, CA 92507
Mailing Address (If same as Street Address, write same or same as above)	Same as Above
Business Phone (with area code)	(951) 688-6880
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	
Fax Number	(951) 686-1436
Email Address	
Social Security Number	
Business License Number	07754
Federal Tax ID Number	36-4313318
Contractor's License Number & Classification	774548 C-51, D-49, C-27

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contract Starting Date is July 1, 2011 and the Contract Ending Date is June 30, 2012. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

A. Control of Work. Except for compliance with specifications and performance standards provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Contract.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), and the their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, RDA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, RDA, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the

Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Contract

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.
By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City's Risk Manager prior to the execution of this Contract. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District, and, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the City of amendment or cancellation , except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated

as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.

J. Termination.

1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.

2. The District may terminate this Contract without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor: 1616 Marlborough Ave., Bldg. S, Riverside, CA 92507
[Mailing Address (Post Office Box, if applicable]
(951) 688-6880
[Telephone number]
(951) 686-1436
[Fax number]
[Email address]

With a copy to:
[Attorney for Contractor, if applicable]
[Street Address]
[Post Office Box, if applicable]
[City, State, Zip]
[Telephone number]
[Fax number]
[Email address]

To CSD: MORENO VALLEY COMMUNITY SERVICES DISTRICT
Public Works Department
Special Districts Division
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto, Senior Landscape Services Inspector
Telephone number: 951. 413-3480
Fax Number: 951. 413-3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951. 413-3036
Fax number: 951. 413-3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

Moreno Valley Community Services District	TruGreen Landcare
By:	By:
Title: Mayor, acting in the capacity of President of the Board of Directors of the Moreno Valley Community Services District	Title: (President or Vice President) BRANCH MANAGER
Date: 8/18/2011	Date: 4-14-11

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

Deputy City Attorney

8-1-11

Date

RECOMMENDED FOR APPROVAL:

Department Head

8/15/11

Date

By:

Title: Corporate Secretary or Assistant Secretary *(If applicable)*

Date:

Affix Corporate Seal Below
(If applicable)

Attachments

BOND NO.: 015030479

MATERIALS AND LABOR BOND

PROJECT NO. E-4/11
R.F.P. NO. E-4/11
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

KNOW ALL MEN BY THESE PRESENTS,

THAT TruGreen LandCare, a California General Partnership, as Principal,

and Liberty Mutual Insurance Company A(XV) CA, as Surety, as held firmly bound unto the Moreno Valley Community Services District, in the just and full amount

of One Hundred Seventy Nine Thousand Five Hundred Sixty Four and 00/100 dollars

($ 179,564.00) (amount in words and figures), for the payment whereof, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Given under our hands and sealed with our seals this 11th day of April, 2011.

The condition of the foregoing obligation is such that,

WHEREAS, the above-named Principal is about to enter into a Contract with the Moreno Valley Community Services District whereby said principal agrees to maintain the Streetscape Landscaping and Irrigation at PROJECT NO. E-4/11, as provided in said Contract, which said Contract is hereby referred to and made a part hereof to the same extent as if the same were herein specifically set forth;

NOW, THEREFORE, if the said Principal or any subcontractor of said Principal shall fail to pay for any materials, provisions, provider of other supplies, or teams used in, upon, for or about the performance of said work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety will pay for the same in an amount not exceeding the sum hereinabove specified, and in case suit is brought hereon, a reasonable attorney's fee to be fixed by the Court, otherwise this bond shall be void and of no effect;

PROVIDED, that no amendment, change, extension of time, alteration, or addition to said Contract or Agreement, or of any feature or item or items or performance required therein or thereunder shall in any manner effect the obligation of the undersigned on or under this bond; and the surety does hereby waive notice of such amendment, limitation of time for bringing action on this bond by the District change, extension of time, alteration or addition to said Contract or Agreement, and of any feature or item or items of performance required herein or thereunder.

This bond shall inure to the benefit of any and all persons entitled to file claims under Sections 3181 through 3187 of the Civil Code of the State of California, and shall give right of action to such persons or their assigns in any suit brought upon this bond.

WITNESS our hands this 11th day of April, 2011.

PRINCIPAL	SURETY
Name: TruGreen LandCare, a California General Partnership	Name: Liberty Mutual Insurance Company A(XV)CA
Address: 1616 Marlborough Ave., Bldg. S Riverside, CA 92507	Address: 175 Berkeley Street Boston, MA 02116
Telephone Number: (951) 688-6880	Telephone Number: (201) 327-6603
By: Cynthia Farrell Cynthia Farrell	By: Vivian Carti Vivian Carti
Title: Attorney-In-Fact	Title: Attorney-In-Fact
By:	By:
Title:	Title:

Approved as to form this 1st day of Aug, 2011.

Deputy City Attorney, in the Capacity of General Legal Counsel to the Moreno Valley Community Services District

(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)

RISK MANAGEMENT
Approved

M. Alonzo 6-27-11
By Date

Item No. B.8

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of New York

County of New York

On February 15, 2011 before me, Evangelina L. Dominick, Notary Public, personally appeared Cynthia Farrell who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(seal) Signature Evangelina L. Dominick

EVANGELINA L. DOMINICK
Notary Public State of New York
01DO4769474
Qualified in Westchester County
Term Expires January 31, 2015

Item No. B.8

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of New York

County of New York

On February 15, 2011 before me, Evangelina L. Dominick, Notary Public, personally appeared Vivian Carti who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(seal) Signature Evangelina L. Dominick

EVANGELINA L. DOMINICK
Notary Public State of New York
01DO4769474
Qualified in Westchester County
Term Expires January 31, 2015

Power of Attorney

The ServiceMaster Company, ("ServiceMaster"), a **Delaware corporation** of 860 Ridge Lake Boulevard, Memphis, TN 38120, Federal Employer Identification Number 36-3858106, hereby constitutes and appoints, jointly and severally, the following employees of certain subsidiaries of Aon Corporation, ("Aon"), as identified below, its true and lawful attorney-in-fact, to execute all surety bonds up to $1,000,000 issued on behalf of ServiceMaster and any of ServiceMaster's subsidiaries.

Aon Employee	Aon Subsidiary
Annette M. Leuschner	Aon Risk Services, Inc. Of New York
Cynthia Farrell	Aon Risk Services, Inc. Of New York
Vivian Carti	Aon Risk Services, Inc. Of Newe York
Sandra Diaz	Aon Risk Services, Inc. Of New York
Susan Welsh	Aon Risk Services, Inc. Of Illinois
Linda Iser	Aon Risk Services, Inc. Of Illinois
Charlene Nakamura	Aon Risk Services, Inc. Of Southern California Insurance Services
KeAna Conrad	Aon Risk Services, Inc. Of Southern California Insurance Services

This Power of Attorney shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days notice.

This Power of Attorney shall include the following direct and indirect subsidiaries of ServiceMaster and any and all direct and/or indirect subsidiaries that are acquired or formed by the ServiceMaster after the execution of this Power of Attorney:

Entity	Federal Employer Identification Number
American Home Shield Corporation	13-2686654
AmeriSpec, Inc.	62-1685957
Furniture Medic Limited Partnership	36-4094002
InStar Services Group, L.P.	61-1407824
Merry Maids Limited Partnership	47-0718233
ServiceMaster Residential/Commercial Services Limited Partnership	36-3747477
SM Clean L.L.C.	06-1668984
The ServiceMaster Company	36-3858106
The Terminix International Company Limited Partnership	36-3478837
TruGreen Limited Partnership d/b/a TruGreen ChemLawn	36-3734669
TruGreen LandCare L.L.C. or TruGreen LandCare, a California General Partnership	36-4313318
TruGreen Companies, LLC	36-4313320
TruGreen Inc.	36-3734601
ServiceMaster Consumer Services, Inc.	36-3729225

Item No. B.8

IN WITNESS WHEREOF, the signing party below affirms his/her authority to sign this Designation of Representative and grant the powers contained herein.

Dated: 8/17/07

The ServiceMaster Company

By: _____
Cristen L. Kogl, as Vice President,
Deputy General Counsel &
Corporate Secretary

Dated: 8/17/07

The ServiceMaster Company.

By: _____
Eric R. Zarnikow, as Senior Vice President
and Treasurer

STATE OF ILLINOIS

COUNTY OF COOK

On this 17th day of August, 2007 before me personally appeared Cristen L. Kogl and Eric R. Zarnikow, known to me to be the Vice President, Deputy General Counsel & Corporate Secretary and Senior Vice President and Treasurer of The ServiceMaster Company and known to me to be the persons who executed the foregoing instrument and that said instrument was executed for and on behalf of said corporation the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 17th day of August, 2007.

_____
Notary Public

My commission expires: 8/16/2010

OFFICIAL SEAL
MARGARET K. COOK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES AUG. 16, 2010

Item No. B.8

MV00201679

4322734

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY A(XV)CA
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

GLENN J. PELLETIERE, VIVIAN CARTI, CYNTHIA FARRELL, ROBERT P. MCDONOUGH, HALINA KAZMIERCZAK, THOMAS RHATIGAN, SANDRA DIAZ, EVANGELINA L. DOMINICK, ANNETTE LEUSCHNER, VALORIE SPATES, ALL OF THE CITY OF NEW YORK, STATE OF NEW YORK

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **THREE HUNDRED MILLION AND 00/100**********DOLLARS ($ **300,000,000.00**********) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 6th day of January, 2011.

LIBERTY MUTUAL INSURANCE COMPANY A(XV)CA

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 6th day of January, 2011, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 15th day of February, 2011.

By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Item No. B.8

MV00201680

ASSETS

	Current Year 1 Assets	2 Nonadmitted Assets	3 Net Admitted Assets (Cols. 1 - 2)	Prior Year 4 Net Admitted Assets
1. Bonds (Schedule D)	11,426,766,895		11,426,766,895	11,057,669,501
2. Stocks (Schedule D):				
2.1 Preferred stocks	782,976,318		782,976,318	757,319,706
2.2 Common stocks	9,135,552,552		9,135,552,552	7,570,471,320
3. Mortgage loans on real estate (Schedule B):				
3.1 First liens	519,022,709		519,022,709	548,091,252
3.2 Other than first liens				
4. Real estate (Schedule A):				
4.1 Properties occupied by the company (less $ 0 encumbrances)	337,179,530		337,179,530	425,989,166
4.2 Properties held for the production of income (less $ 0 encumbrances)	978,262		978,262	1,039,982
4.3 Properties held for sale (less $ 0 encumbrances)				
5. Cash ($ 389,502,555, Schedule E - Part 1), cash equivalents ($ 82,179,054, Schedule E - Part 2), and short-term investments ($ 352,650,853, Schedule DA)	824,332,462		824,332,462	1,349,305,516
6. Contract loans (including $ 0 premium notes)				
7. Other invested assets (Schedule BA)	5,771,150,576	206,157	5,770,944,419	5,131,343,213
8. Receivables for securities	12,271,548		12,271,548	2,859,056
9. Aggregate write-ins for invested assets				
10. Subtotals, cash and invested assets (Lines 1 to 9)	28,809,230,852	206,157	28,809,024,695	26,844,088,712
11. Title plants less $ 0 charged off (for Title insurers only)				
12. Investment income due and accrued	133,129,777		133,129,777	140,188,757
13. Premiums and considerations:				
13.1 Uncollected premiums and agents' balances in the course of collection	993,264,743	14,732,220	978,532,523	1,071,899,224
13.2 Deferred premiums, agents' balances and installments booked but deferred and not yet due (including $ 0 earned but unbilled premiums)	1,519,460,073		1,519,460,073	1,594,927,150
13.3 Accrued retrospective premiums	366,445,346	36,644,535	329,800,811	363,694,097
14. Reinsurance:				
14.1 Amounts recoverable from reinsurers	593,195,507		593,195,507	560,309,803
14.2 Funds held by or deposited with reinsured companies	13,527,020		13,527,020	17,294,633
14.3 Other amounts receivable under reinsurance contracts				
15. Amounts receivable relating to uninsured plans	21,095	11,418	9,677	175,315
16.1 Current federal and foreign income tax recoverable and interest thereon	313,172,066		313,172,066	
16.2 Net deferred tax asset	1,188,251,890	164,925,490	1,023,325,600	846,790,256
17. Guaranty funds receivable or on deposit	33,248,467		33,248,467	32,559,328
18. Electronic data processing equipment and software	319,102,379	257,221,814	61,880,565	60,291,004
19. Furniture and equipment, including health care delivery assets ($ 0)	126,014,225	126,014,225		
20. Net adjustment in assets and liabilities due to foreign exchange rates				
21. Receivables from parent, subsidiaries and affiliates	346,223,617	610	346,223,007	312,158,606
22. Health care ($ 0) and other amounts receivable				
23. Aggregate write-ins for other than invested assets	716,856,703	39,949,956	675,906,747	715,420,301
24. Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 10 to 23)	35,470,142,960	639,706,425	34,830,436,535	32,549,788,186
25. From Separate Accounts, Segregated Accounts and Protected Cell Accounts				
26. Total (Lines 24 and 25)	35,470,142,960	639,706,425	34,830,436,535	32,549,788,186

DETAILS OF WRITE-IN LINES				
0901.				
0902.				
0903.				
0998. Summary of remaining write-ins for Line 09 from overflow page				
0999. Totals (Lines 0901 through 0903 plus 0998) (Line 9 above)				
2301. Cash Surrender Value Life Insurance	383,284,396		383,284,396	348,631,523
2302. Amounts receivable under high deductible policies	172,319,200	115,054	172,204,146	165,149,487
2303. Other assets	132,718,497	39,834,902	92,883,595	165,597,198
2398. Summary of remaining write-ins for Line 23 from overflow page	27,534,610		27,534,610	36,042,093
2399. Totals (Lines 2301 through 2303 plus 2398) (Line 23 above)	715,856,703	39,949,956	675,906,747	715,420,301

Item No. B.8

BOND NO.: 015030479

FAITHFUL PERFORMANCE BOND

PROJECT NO. E-4/11
R.F.P. NO. E-4/11
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

WHEREAS the Board of Directors of the Moreno Valley Community Services District, State of California, and TruGreen LandCare, a California General Partnership, hereinafter designated as "Principal," have entered into an Agreement whereby Principal agrees to maintain certain designated public improvements, which said Agreement, dated July 1, 2011, and identified as PROJECT NO. E-4/11 is hereby referred to, and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement,

NOW, THEREFORE, we, the Principal, and Liberty Mutual Insurance Company AUNJCA as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of One Hundred Seventy Nine Thousand Five Hundred Sixty Four and 00/100 dollars ($ 179,564.00) (words and figures) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The conditions of this obligation are such that if the above-bounded Principal, his heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement, and any alteration thereof made as therein provided on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the Moreno Valley Community Services District, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force, and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Moreno Valley Community Services District in successfully enforcing such obligation, all to be taxed as costs, and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on April 11, 2011.

PRINCIPAL	SURETY
Name: TruGreen LandCare, a California General Partnership	Name: Liberty Mutual Insurance Company A(XV)CA
Address: 1616 Marlborough Ave., Bldg. S Riverside, CA 92507	Address: 175 Berkeley Street Boston, MA 02116
Telephone Number: (951) 688-6880	Telephone Number: (201) 327-6603
By: Cynthia Farrell Cynthia Farrell	By: Vivian Carti Vivian Carti
Title: Attorney-In-Fact	Title: Attorney-In-Fact
By:	By:
Title:	Title:

Approved as to form this 1st day of Aug, 2011.

Deputy City Attorney, in the Capacity of General Legal Counsel to the Moreno Valley Community Services District

(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)

RISK MANAGEMENT
Approved

M. Allen 6-27-11
By Date

Item No. B.8

MV00201683

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of New York

County of New York

On April 11, 2011 before me, Evangelina L. Dominick, Notary Public, personally appeared Vivian Carti who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(seal) Signature Evangelina L. Dominick

EVANGELINA L. DOMINICK
Notary Public State of New York
01DO4769474
Qualified in Westchester County
Term Expires January 31, 2015

Item No. B.8

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of New York

County of New York

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

WITNESS my hand and official seal.

(seal) Signature Evangelina L. Dominick

EVANGELINA L. DOMINICK
Notary Public State of New York
01DO4769474
Qualified in Westchester County
Term Expires January 31, 2015

Item No. B.8

4322917

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY A(XV)CA
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

GLENN J. PELLETIERE, VIVIAN CARTI, CYNTHIA FARRELL, ROBERT P. MCDONOUGH, HALINA KAZMIERCZAK, THOMAS RHATIGAN, SANDRA DIAZ, EVANGELINA L. DOMINICK, ANNETTE LEUSCHNER, VALORIE SPATES, ALL OF THE CITY OF NEW YORK, STATE OF NEW YORK

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **THREE HUNDRED MILLION AND 00/100**********DOLLARS ($ **300,000,000.00**********) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 6th day of January, 2011.

LIBERTY MUTUAL INSURANCE COMPANY A(XV)CA

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 6th day of January, 2011, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 11th day of April, 2011.

By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Item No. B.8

MV00201686

Power of Attorney

The ServiceMaster Company, ("ServiceMaster"), a **Delaware corporation** of 860 Ridge Lake Boulevard, Memphis, TN 38120, Federal Employer Identification Number 36-3858106, hereby constitutes and appoints, jointly and severally, the following employees of certain subsidiaries of Aon Corporation, ("Aon"), as identified below, its true and lawful attorney-in-fact, to execute all surety bonds up to $1,000,000 issued on behalf of ServiceMaster and any of ServiceMaster's subsidiaries.

Aon Employee	Aon Subsidiary
Annette M. Leuschner	Aon Risk Services, Inc. Of New York
Cynthia Farrell	Aon Risk Services, Inc. Of New York
Vivian Carti	Aon Risk Services, Inc. Of Newe York
Sandra Diaz	Aon Risk Services, Inc. Of New York
Susan Welsh	Aon Risk Services, Inc. Of Illinois
Linda Iser	Aon Risk Services, Inc. Of Illinois
Charlene Nakamura	Aon Risk Services, Inc. Of Southern California Insurance Services
KeAna Conrad	Aon Risk Services, Inc. Of Southern California Insurance Services

This Power of Attorney shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days notice.

This Power of Attorney shall include the following direct and indirect subsidiaries of ServiceMaster and any and all direct and/or indirect subsidiaries that are acquired or formed by the ServiceMaster after the execution of this Power of Attorney:

Entity	Federal Employer Identification Number
American Home Shield Corporation	13-2686654
AmeriSpec, Inc.	62-1685957
Furniture Medic Limited Partnership	36-4094002
InStar Services Group, L.P.	61-1407824
Merry Maids Limited Partnership	47-0718233
ServiceMaster Residential/Commercial Services Limited Partnership	36-3747477
SM Clean L.L.C.	06-1668984
The ServiceMaster Company	36-3858106
The Terminix International Company Limited Partnership	36-3478837
TruGreen Limited Partnership d/b/a TruGreen ChemLawn	36-3734669
TruGreen LandCare L.L.C. or TruGreen LandCare, a California General Partnership	36-4313318
TruGreen Companies, LLC	36-4313320
TruGreen Inc.	36-3734601
ServiceMaster Consumer Services, Inc.	36-3729225

IN WITNESS WHEREOF, the signing party below affirms his/her authority to sign this Designation of Representative and grant the powers contained herein.

Dated: 8/17/07

The ServiceMaster Company

By: _____
Cristen L. Kogl, as Vice President,
Deputy General Counsel &
Corporate Secretary

Dated: 8/17/07

The ServiceMaster Company.

By: _____
Eric R. Zarnikow, as Senior Vice President
and Treasurer

STATE OF ILLINOIS

COUNTY OF COOK

On this 17th day of August, 2007 before me personally appeared Cristen L. Kogl and Eric R. Zarnikow, known to me to be the Vice President, Deputy General Counsel & Corporate Secretary and Senior Vice President and Treasurer of The ServiceMaster Company and known to me to be the persons who executed the foregoing instrument and that said instrument was executed for and on behalf of said corporation the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 17th day of August, 2007.

_____
Notary Public

My commission expires: 8/16/2010

OFFICIAL SEAL
MARGARET K. COOK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES AUG. 16, 2010

Item No. B.8

Liberty Mutual.

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2010

Assets

Cash and Bank Deposits	$ 795,278,733
*Bonds — U.S Government	928,976,332
*Other Bonds	12,269,586,768
*Stocks	8,410,330,089
Real Estate	280,897,925
Agents' Balances or Uncollected Premiums	2,971,477,549
Accrued Interest and Rents	156,129,412
Other Admitted Assets	10,888,871,535
Total Admitted Assets	**$36,701,548,343**

Liabilities

Unearned Premiums		$3,502,531,059
Reserve for Claims and Claims Expense		15,450,806,243
Funds Held Under Reinsurance Treaties		1,764,193,716
Reserve for Dividends to Policyholders		4,776,435
Additional Statutory Reserve		89,441,297
Reserve for Commissions, Taxes and Other Liabilities		2,126,508,564
Total		**$22,938,257,314**
Special Surplus Funds	$1,218,426,655	
Capital Stock	10,000,000	
Paid in Surplus	7,731,965,815	
Unassigned Surplus	4,802,898,559	
Surplus to Policyholders		**13,763,291,029**
Total Liabilities and Surplus		**$36,701,548,343**

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 BOSTON, MASS.

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2010, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 29th day of March, 2011.

T A Mikolajewski

Assistant Secretary

S-1262LMICfa 2/11

Item No. B.8

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF New York)

CITY OF New York) SS:

COUNTY OF New York)

On this 11th day of April, in the year **2011**, before me personally came to me known, who, being by me duly sworn, did depose and say that Cynthia Farrell he/she resides in New York, N.Y. that he/she is the Attorney-In-Fact of TruGreen LandCare, A California General Partnership the corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

Evangelina L. Dominick
Notary Public or Commissioner of Deeds

EVANGELINA L. DOMINICK
Notary Public State of New York
01DO4769474
Qualified in Westchester County
Term Expires January 31, 2015

Item No. B.8

SURETY ACKNOWLEDGMENT

Form 152

STATE OF NEW YORK
COUNTY OF NEW YORK

On this 11th day of April, 2011 before me personally came Vivian Carti to me known, who, being by me duly sworn, did depose and say that he resides in N.Y. County, NY that she is the ATTORNEY-IN-FACT of the Liberty Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

(SEAL)

Evangelina L. Dominick
NOTARY

EVANGELINA L. DOMINICK
Notary Public State of New York
01DO4769474
Qualified in Westchester County
Term Expires January 31, 2015

EXHIBIT A
R.F.P. NO. E-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. SCOPE OF WORK

A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 23, Project Location Map.

B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf and shrub areas designated hereunder; regularly maintain and prune trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.

E. All work shall be performed in accordance with the Technical Provisions for Full Service or Reduced Service. Determination of the level of service shall be made per written direction by the City. Service levels may be converted from Full to Reduced or from Reduced to Full with 30 days advance written notice by the City.

2. SCHEDULING OF WORK

A. The Contractor shall adhere to the facilities, equipment and staffing schedule, and monthly and annual work schedules submitted as a part of the Contractor's bid, and incorporated herein by this reference. These schedules, and any approved revisions thereto, shall be used by the District as a basis for determining Contractor's satisfactory performance.

B. Revisions to facilities, equipment, staffing, or monthly and annual work schedules shall not be implemented without the prior written approval of the Director. The Contractor shall submit proposed revisions to equipment and staffing, or monthly and annual work schedules in writing to the District at the address as set forth in Exhibit A, Section 3, paragraph N. of the Contract at least ten (10) working days prior to commencing work per the proposed revisions.

C. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations, which shall include, but are not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

F. When inclement weather renders performance per approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor shall adjust his work force in order to accomplish those work items not affected by weather, and shall contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-performance penalties per Exhibit C, Section 4.

G. For the purposes of this Contract, "Working Days" shall be Mondays through Thursdays, excluding holidays as provided herein. The hours of maintenance service shall be from 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

3. FUNCTIONS AND RESPONSIBILITIES

A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Appendix B, Monthly Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

C. The Contractor shall perform at least one maintenance inspection weekly during daylight hours of all sites. Such inspection shall be both visual and operational, including but not limited to, operation of all automatic irrigation systems to check for proper condition, and reliability. Additionally, the Director may require the Contractor to attend meetings with the District field staff at some fixed interval to review the Contractor's operations, and schedule such future work as may be ordered by the Director. Failure to conduct said weekly inspections or attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in the Contractor's company name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph E. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone, two-way radio, or pager. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at **<u>any</u>** time:

1. City Manager
2. Director of Public Works
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Street Maintenance Supervisor
7. Senior Landscape Services Inspector
8. Landscape Services Inspector

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. CONTRACTOR'S STAFF

A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.

C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.

D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements..

   Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or

trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

6. COMPLAINTS

A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.

B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above.

C. In addition to the provisions of Section 6., paragraph A. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2010 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Exhibit A, Section 3, paragraph J of the Contract Agreement.

8. USE OF CHEMICALS

A. Before the beginning of the Contract period, the Contractor shall submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS).of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.

B. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.

D. Contractor shall report all fertilizers and pesticides used in performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3, paragraph B above. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the City that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.

B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars ($25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

A. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

B. Repairs made to sites and site appurtenances that are damaged as a result of Acts of Nature, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Driver, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL PROVISIONS – FULL SERVICE LANDSCAPE

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed weekly-on no more than two (2) consecutive days as weather and site conditions permit. Any prolonged deviation from this schedule shall require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Provisions Full Service Fertilization, Section 18.

13. Pest control: See Technical Provisions - Full Service Pesticide Use, Section 19.

14. Aeration:

    (a) All turf areas shall be aerated three (3) times annually;

    (b) Aeration shall be done in the spring, mid-summer, and fall, or as directed by District field staff;

    (c) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

    (d) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

    (e) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

(f) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions – Full Service Fertilization, Section 18.

15. Renovation/thatching operations are to be considered Additional Work, per Exhibit C., Section 2.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Any tree shall be pruned at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Trees up to eighteen feet (18') in height shall:

   (a) Be pruned to enable successful adaptation to their particular site situation;

   (b) Have no more than one-third (1/3) of living branches removed annually;

   (c) Be fertilized only as directed by District field staff.

6. Trees over eighteen feet (18') in height shall:

   (a) Be inspected annually;

   (b) Pruned and/or trimmed as necessary to maintain proper site orientation;

   (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

(d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall not be allowed:

   (a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

   (c) Use of pruning paint/pruning compound/wound dressing;

   (d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Provisions – Full Service Pesticide Use, Section 19.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Any shrub shall be pruned and/or trimmed at any time in order to:

(a) Remove dead, diseased, or damaged branches;

(b) Remove unwanted encroachments into public and/or utility rights-of-way;

(c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned:

(a) To enable successful adaptation to their particular site situation;

(b) Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

(c) As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Pruning tools shall:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices shall not be allowed:

(a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") <u>will be done only when authorized by the Director on a site-specific basis</u>.

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

(c) Use of pruning paint/pruning compound/wound dressing.

8. Fertilization: See <u>Technical Provisions - Full Service Fertilization</u>, Section 18.

9. Pest control: See <u>Technical Provisions – Full Service Pesticide Use</u>, Section 19.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed at any time in order to:

   (a) Remove dead, diseased, or damaged branches/crowns;

   (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

   (c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

   (a) To enable successful adaptation to their particular site situation;

   (b) In accordance with accepted practices for the particular species in question;

   (c) As often as is necessary to accomplish the results intended in paragraphs (a) and (b) above, but not less than four (4) times per year. Failure ~~to adhere to this specification~~ may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Provisions - Full Service Fertilization, Section 18.

8. Pest control: See Technical Provisions – Full Service Pesticide Use, Section 19.

E. WEED CONTROL

1. All weeds shall be continuously controlled at all sites.

2. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the

plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

3. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.

4. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

5. Chemical weed control: See Technical Provisions – Full Service Pesticide Use, Section 19.

6. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. All landscape sites shall at all times receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3.- Functions and Responsibilities. Said maintenance shall include, but not be limited to: visual and operational inspections one (1) time per week; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

3. For the purposes of these Special Provisions, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

   (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than one (1) time per week;

   (b) Be turned off during periods of rainfall, or as directed by District field staff;

   (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

   (a) Be operated only when Contractor's personnel are present on site;

   (b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;

   (c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

2. Contractor shall make a <u>minimum</u> of one (1) visitation per week of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walks the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of this condition.

3. All hardscape areas, including but not limited to sidewalks, curbs, and

gutters shall be maintained in a hazard-free condition.

4. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2.

5. The Contractor shall dispose of all debris and litter, as described in paragraphs 1 and 2 above, off-site, and in a legal manner.

6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

7. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in performance of contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

18. TECHNICAL PROVISIONS – FULL SERVICE FERTILIZATION

A. TURF FERTILIZATION

1. Per Technical Provisions – Full Service Landscape Section 17, a humus base fertilizer shall be applied to turf areas immediately following spring and fall aeration operations. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Humus base fertilizers to be applied by drop spreader only.

3. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

6. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

			Rates per 1,000 sq. ft.	
Month	Number of Apps	Type of Fertilizer	Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of

Chemicals.

4. Written notification is required to Director five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

19. TECHNICAL PROVISIONS – FULL SERVICE PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and

the County of Riverside during the entire term of this Contract.

3. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

4. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require that copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. For pesticide application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice a year, as determined by the Director.

   (b) Appropriate chemical control must be used on the following weeds.

   Bermuda Grass
   Kikuyu Grass
   Nutsedge
   Field Bindweed
   Spurge

   The aforementioned list is inclusive; other species may be added by the Director as necessary

   (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

   (a) Snails shall be controlled on a regular basis on the following plant species:

   Agapanthus africanus
   Aptenia sp.
   Gazania sp.
   Hemerocallis sp.

   (b) Snails shall be controlled on an as needed basis on all other plant material.

   (c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

   (a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

   (b) The Director may require that all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered

delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(c) The Director may require that all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(d) The Director may require that all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

(a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Insect and Disease Control

(a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

20. TECHNICAL PROVISIONS – REDUCED SERVICE LANDSCAPE

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed **bi-weekly** and completed within no more than two (2) consecutive days, weather and site conditions permitting. Any prolonged deviation from this schedule shall require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" includes, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in onto any other site.

6. Mowing height for cool season grasses shall not exceed a maximum of three inches (3"), or minimum of two inches (2"), and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed a maximum of one and one-half inches (1½"), or a minimum of three-quarters of an inch (¾"), and shall be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Around tree trunks in turf areas, a six inch (6") ring of grass shall be removed in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.

13. Pest control: See Technical Provisions - Reduced Service Pesticide Use, Section 22.

14. Aeration is considered Additional Work, per Exhibit C., Section 2.

15. Renovation/thatching operations are considered Additional Work, per Exhibit C., Section 2.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Any tree shall be pruned at any time in order to:

(a) Remove dead, diseased, or damaged branches;

(b) Remove unwanted encroachments into public and/or utility rights-of-way;

(c) Correct any condition which the Director has deemed to be hazardous.

5. Trees up to eighteen feet (18') in height shall:

(a) Be pruned to enable successful adaptation to their particular site situation;

(b) Have no more than one-third (1/3) of living branches removed annually;

(c) Be fertilized only as directed by District field staff.

6. Trees over eighteen feet (18') in height shall:

(a) Be inspected annually;

(b) Pruned and/or trimmed as necessary to maintain proper site orientation;

(c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

(d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall not be allowed:

(a) Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

(c) Use of pruning paint/pruning compound/wound dressing;

(d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodgepole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Provisions – Reduced Service Pesticide Use, Section 22.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Any shrub shall be pruned and/or trimmed at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned:

   (a) To enable successful adaptation to their particular site situation;

   (b) Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

   (c) As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach and water solution

before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices shall not be allowed:

   (a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", or "poodling") will be done only when authorized by the Director on a site-specific basis.

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

   (c) Use of pruning paint/pruning compound/wound dressing.

8. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.

9. Pest control: See Technical Provisions – Reduced Service Pesticide Use, Section 22.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed at any time in order to:

   (a) Remove dead, diseased, or damaged branches/crowns;

   (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

   (c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

   (a) To enable successful adaptation to their particular site situation;

   (b) In accordance with accepted practices for the particular species in question;

   (c) As often as is necessary to accomplish the results intended in paragraphs (a) and (b) above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.

8. Pest control: See Technical Provisions - Reduced Service Pesticide Use, Section 22.

E. WEED CONTROL

1. All weeds shall be controlled quarterly at all sites.

2. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

3. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; non-landscaped portions of sites, as determined by the Director.

4. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

5. Chemical weed control: See Technical Provisions – Reduced Service Pesticide Use, Section 22.

6. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. All landscape sites at all times shall receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather

conditions require.

2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3 - Functions and Responsibilities. Said maintenance shall include, but not be limited to: visual and operational inspections one (1) time per **month**; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

3. For the purposes of these Special Provisions, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: a) normal "wear and tear", and; b) vandalism or theft (which includes acts or omissions by third parties) up to the amount of 11 percent of the Contractor's monthly base price as set forth in Exhibit C., Section 1. Repairs due to vandalism or theft (which includes acts or omissions by third parties) in excess of the above indicated amount may be billed as Additional Work, per Exhibit C., Section 2.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

   (a) Be inspected for, and repaired as necessary to ensure, proper operation, and coverage not less than one (1) time per month;

   (b) Be turned off during periods of rainfall, or as directed by District field staff;

   (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

   (a) Be operated only when Contractor's personnel are present on site;

   (b) Be inspected for, and repaired as necessary to ensure proper operation, and coverage not less than at each time of operation;

(c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to repair irrigation systems shall be of the same manufacture as those originally installed, unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

2. Contractor shall make a minimum of one (1) visitation per **month** of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walkways the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites which, in the opinion of the Director, contain an exceptional amount of litter shall be cleared by Contractor before the close of business the working day following notification of this condition.

3. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

4. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2.

5. The Contractor shall dispose of all debris and litter as described in paragraphs 1 and 2 above off-site, and in a legal manner.

   (a) The Contractor shall notify the Director immediately whenever suspicious and/or waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

   (b) Failure to adhere to the specifications of this section of the Special

Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this Contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from Contract sites by the Contractor, or any subcontractors thereunder, in performance of Contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of Contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of the Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested and include, on a separate Monthly Greenwaste Report form, any greenwaste generated by any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

21. TECHNICAL PROVISIONS – REDUCED SERVICE FERTILIZATION

A. TURF FERTILIZATION

1. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

			Rates per 1,000 sq. ft.	
Month	Number of Apps	Type of Fertilizer	Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs
OCT	1	22-5-5*	1.25	5.7 lbs

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See following section on fertilizers.

**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See following sections, below, regarding fertilizers.

2. A humus base fertilizer shall be applied to turf areas immediately following aeration operations.

3. Humus base fertilizers are required to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply the Director with a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

6. Written notification to the Director is required five (5) days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Applications	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
APR	1	23-5-10*	1.5	6.5 lbs

* 23-5-10/BEST® POLY SUPREME or approved equal.

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

3. Contractor shall supply to the Director with a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required five (5) days prior to fertilizer application.

5. Fertilizer application reporting specifications, - See Section 3. – Functions and Responsibilities and Section 8 – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of

trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

3. Contractor shall supply a list of all proposed fertilizers to be used in the fulfillment of said contract to the Director, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required five (5) days prior to fertilizer application.

5. Fertilizer application reporting specifications, - See Section 3. – Functions and Responsibilities and Section 8. – Use of Chemicals.

22. TECHNICAL PROVISIONS – REDUCED SERVICE PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.

3. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Contract.

4. Before the beginning of the Contract period, Contractor shall supply to the

Director a list of all proposed pesticides to be used in the fulfillment of said Contract, per Section 8 – Use of Chemicals. A valid written pesticide use recommendation for each pesticide listed shall be submitted concurrently with this list. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides so listed shall be submitted in writing to the Director for approval prior to use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for filing all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. Pesticide application reporting specifications, - See Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

3. A five (5) working day written notice shall be given to the Director prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) Weed Control – Application of pre-emergent herbicides shall be considered Additional Work, per Exhibit C., Section 2.

   (b) Appropriate chemical control must be used on the following weeds.

   Bermuda Grass
   Kikuyu Grass
   Nutsedge

Field Bindweed
Spurge

This list is inclusive; other species may be added by the Director as necessary.

(c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

Application of molluscicides shall be considered Additional Work, per Exhibit C., Section 2.

3. Insect and Disease Control

Insect and Disease Control - Application of insecticides/fungicides shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

Weed Control – Application of pre-emergent herbicides shall be considered Additional Work, per Exhibit C., Section 2.

2. Insect and Disease Control

Insect and Disease Control - Application of insecticides/fungicides shall be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of notification from the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

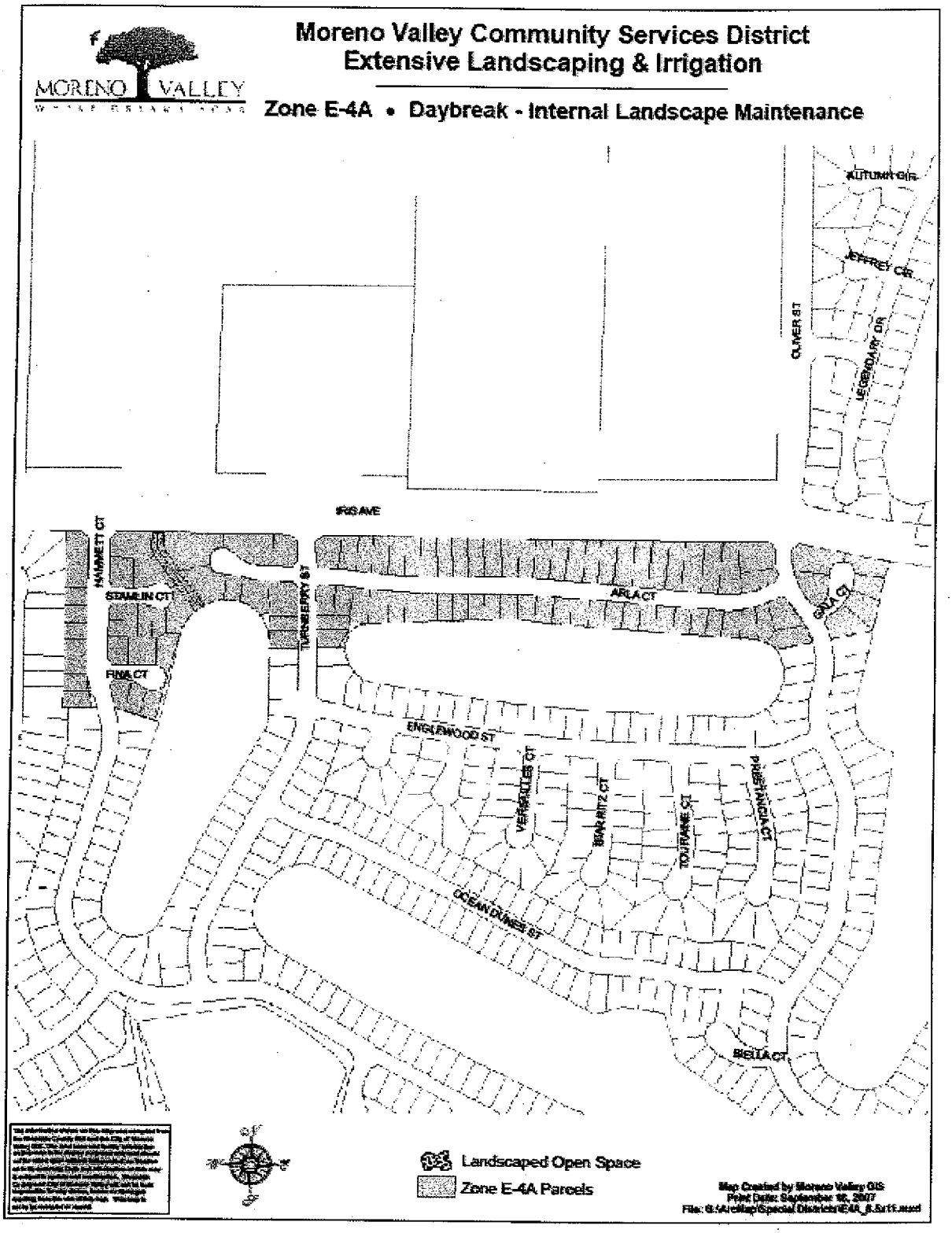
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E-4A • Daybreak - Internal Landscape Maintenance
MORENO VALLEY
AUTUMN CIR
JEFFREY CIR
OLIVER ST
LEGENDARY DR
HAMMETT CT
STAMLIN CT
TURNBERRY ST
ARLA CT
GOLA CT
FINA CT
ENGLEWOOD ST
VERSAILLES CT
BIARRITZ CT
TOULRANE CT
CLYDONNA CT
OCEAN DUNES ST
BELLA CT
Landscaped Open Space
Zone E-4A Parcels

23. PROJECT LOCATION MAP

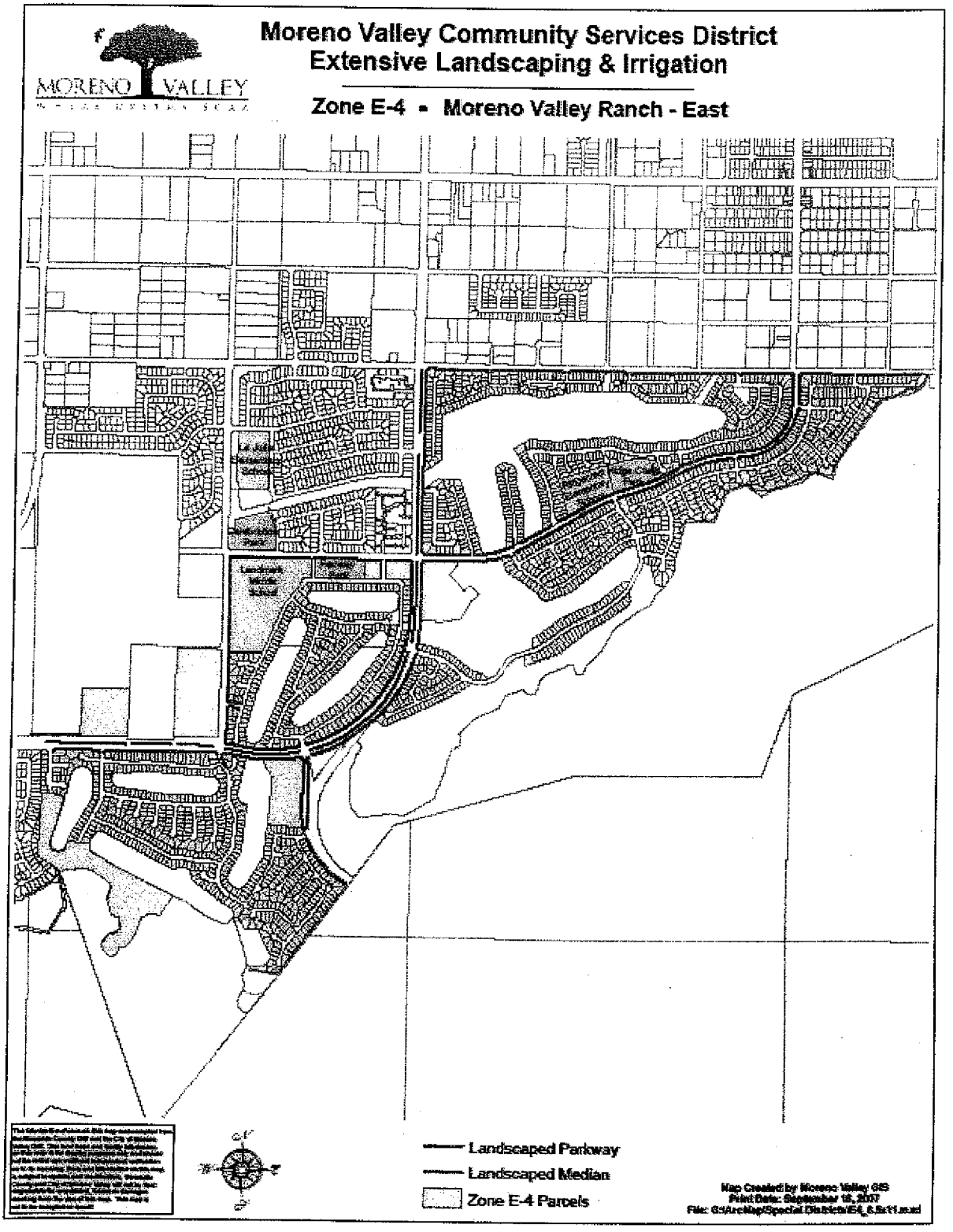

EXHIBIT B: District Responsibilities
R.F.P. NOE-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACT SUPERVISION

A. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.

B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C: Payment Terms
R.F.P. NO E-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACTOR'S COMPENSATION

A. The Contractor will be paid monthly per site for work performed satisfactorily under this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports for the: 1) maintenance performed, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month. These reports shall be accompanied by a billing in accordance with the Contract price for the work performed, and shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved.

B. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of fourteen thousand, nine hundred and sixty three dollars and seventy-three/100 ($14,963.73) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed one hundred seventy-nine thousand, five hundred and sixty four dollars and seventy-six/100 ($179,564.76), except as provided for in Section 2 below.

C. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2, paragraph C. herein this Exhibit, ("Additional Landscape Areas"), in addition to the work set forth in Exhibit A, Contractor's Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Section 9, or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2, paragraph B. below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made of a new installation, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in the Exhibit E, Section 9, shall be prorated from the day the Contractor commences work on the additional areas.

D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Section 9. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).

E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of $14,800.00 for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

A. Work required in the General or Special Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or

frequencies set forth therein, or; perform work as required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the District to allow for explanations.

EXHIBIT D: Term of Contract
R.F.P. NO. E-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. TERM OF CONTRACT

A. Following approval by both parties, the Contract will commence on July 1, 2011, and shall terminate twelve (12) months thereafter.

B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.

C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.

E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

R.F.P. NO. E-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

R.F.P. NO.E-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

1. SCHEDULE I

A. COMPANY NAME: TRUGREEN LANDCARE

TYPE
- Sole proprietor ____
- Partnership X
- Corporation ____

B. COMPANY ADDRESS/PHONE NUMBER

MAIN OFFICE ADDRESS:
1616 MARLBOROUGH AV. Bld. S
RIVERSIDE, CA. 92507

MAIN OFFICE PHONE NUMBER: 951-688-6880.

SATELLITE OFFICE ADDRESS (if applicable):

SATELLITE OFFICE PHONE NUMBER ____

C. CONTRACTOR'S LICENSING INFORMATION:

LICENSE NUMBER/CLASSIFICATION/NAME STYLE: 774548
C-61, D-49, C-27

NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 10

LICENSE EXPIRATION DATE: 2-29-12

CURRENT LICENSE STATUS: ACTIVE

PRIOR ACTIONS AGAINST THIS LICENSE? Yes / (No)
IF YES, LIST CITATION TYPE AND HOW RESOLVED: _____

D. COMPANY'S FEDERAL IDENTIFICATION NO.: 36-4313318

E. NAME AND TITLE OF COMPANY OFFICERS:

PATRICK SPAINHOUR	CEO
MAC McIlvried	PRESIDENT
MARK WESEL	REGION VICE PRESIDENT
MANNY MENDES	BRANCH MANAGER

F. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES: 27

G. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 27

H. CURRENT LANDSCAPE MAINTENANCE OPERATIONS

THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED TO THIS QUESTION (QUESTION H.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

TOTAL LANDSCAPE MAINTENANCE CONTRACTS: OVER 200
PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 6%
TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: $3,600,000 out of RIVERSIDE BRANCH

1. NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS:	6	AVERAGE WAGE SCALE: $45-65 /K* Salary
TECHNICIANS:	10	AVERAGE WAGE SCALE: $ 15 /Hr.*
FOREMEN:	34	AVERAGE WAGE SCALE: $ 13.75 /Hr.*
LABORERS:	54	AVERAGE WAGE SCALE: $ 8.75 /Hr.*

*Use fully burdened rate (i.e., taxes, insurance, benefits, OH &P) - This is a prevailing wage project.

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

A. MOTOR VEHICLES
- TYPE: PICK-UP F-150 NUMBER: 15
- TYPE: STAKE BEDS NUMBER: 22

- TYPE: DUMP TRUCKS F-450 NUMBER: 9
- TYPE: NUMBER:

B POWER EQUIPMENT
- TYPE: MOWERS 21", 36", 48", 60" NUMBER: 64
- TYPE: BLOWERS NUMBER: 48
- TYPE: HEDGE TRIMMERS NUMBER: 47
- TYPE: WEEDEATERS NUMBER: 52

I. REFERENCES

ATTACH RESPONSES ON ADDITIONAL SHEETS - ONE SHEET PER REFERENCE

1. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.
2. REFERENCE RESPONSES MUST INCLUDE:
   A. NAME AND ADDRESS OF AGENCY;
   B. NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
   C. CONTRACT NAME(S) / NUMBER(S);
   D. ANNUAL CONTRACT AMOUNT(S);
   E. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
   F. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
   G. LENGTH OF CONTRACT(S).
3. **THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:**
   A. How many (number) of contracts and years under contract?
   B What are/were the Scope of the contract(s), acreage amounts, location(s)?
   C. What are/were the Contract amount(s)?
   D. Do/did they have adequate (quantity/quality) staffing?
   E. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
   F. Does staff have the ability to comprehend/speak English?
   G. How are/were the appearance, uniforms, and use of safety equipment?
   H. Do/did they have availability of additional personnel for extra work/special projects?
   I. Is/was the equipment used in good working order?
   J. Do/did they have an effective in-company communications system?
   K. How is/was the knowledge of project/contract standards?
   L. Do/did they have the ability to respond to complaints/requests in a timely fashion?

References:

1. City of Rancho Cucamonga
   9153 9th Street
   Rancho Cucamonga CA 91730
   Don Gentry (909) 477-2700
   December 1999 to Present
   $505,000.00 Annually
   Square Footage: 45 Acres.
   Areas Serviced: LMD's throughout the City

2. Marriott Desert Springs Villas
   1091 Pinehurst
   Palm Desert CA 92260
   Glenn Knorr (760) 779-1291
   2005 to Current
   $536,400.00 Annually.
   Square Footage: 30 Acres.
   Areas Serviced: Common Areas & High Profile Areas.

3. City of Banning
   5261 W. Wilson
   Banning CA 92220
   Carl Szoyska (951) 922-3286
   Septembe4 2005 to Present
   $31,000.00 Annually.
   Square Footage: 2.5 Acres.
   Areas Serviced: City Hall, Aquatic Center, Police Departments.

M. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
N. How accurate & timely is/was billing/invoicing?
O. Have Contract(s) been successfully completed to term?
P. Would you accept future proposals/bids from this company?

2. PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

A. **Facilities** – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

RIVERSIDE OFFICE
1616 MARLBOROUGH AV. BLD. S
RIVERSIDE, CA. 92507

B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **Equipment:** LAZER RIDING MOWER, 36" Walk behind Mower, 21" Mower, Power Edger, Hedge Trimmers, Blowers, Weed eater, Chain saw

2. **Motor Vehicles:**
1- Stake Bed F-350
1- Pick-up F-150
1- Spray Truck F-350 w/ Bubble Tanks.

3. **Turf Maintenance Power Equipment/Tools:**
Power Edgers & Mowers above under equipment.

4. **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**
(List both powered and hand equipment/tools)

Vermeer 1800 Chipper
Vermeer Stump grinder
Hedge Trimmers, Weedeater

5. **Irrigation System Maintenance Equipment:**
(List both powered and hand equipment/tools)

Irrigation Truck & Rain Master remote controls

6. **Fertilizer Application Equipment:**
(List both powered and hand equipment/tools)

Lesco Spreader & Belly grinders.

7. **Pesticide Application Equipment:**
(List both powered and hand equipment/tools)

Spray Truck with Tanks & Lesco Back-Pack.

C. **Staff**: - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**
(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

Conrado Sigala - Area Manager
Lori Ledesma - Office Admin.
Foreman and labors who be assigned to job.

2. **Tree Trimming/Maintenance:**
(List any ISA or equivalent certified personnel)

Rafael Gomez - ISA Certified

3. **Irrigation System Maintenance:**
(List technical personnel – include any relevant education, certification, licensing information for each person listed)

Gilberto Castillo - Irrigation Tech

4. **Pesticide Application:**
(List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.)

Ray Velasquez - QAL 103311
Manny Mendes - QAL 100444

3. PROPOSED PROJECT WORK SCHEDULES

The following two pages contain blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed schedules for performing the work described in Exhibit A. Use additional sheets as necessary to provide a full and comprehensive response.

A. MONTHLY SCHEDULE SHEET (Full and Reduced Service Levels)

1. List all tasks specified to be performed on a weekly or monthly basis for the E-4 and E-4A areas in the box corresponding to the day of the week/month the work is proposed to be performed. List man-hours estimated to complete each task.

2. Be sure to include administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

B. ANNUAL SCHEDULE SHEET (Full and Reduced Service Levels)

1. List all tasks specified to be performed for the E-4 and E-4A areas at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which the work is proposed to be performed. List man-hours estimated to complete each task.

2. Be sure to include any administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE

E-4 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 - Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks 4 Man Crew - 32 HR 1 Irrigator 8 HRS	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 - Man Crew 32 HRS. 1 - Irrigator 8 HRS	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew - 32 HRS 1 Irrigator 8 HRS.	- Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks - Meeting Inspector 1 HR. 3 Man Crew 24 HRS 1 Irrigator 8 HRS	OFF (MW)
WEEK #2 - Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks 4 Man Crew - 32 HRS. 1 Irrigator 8 HRS	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew - 32 HRS 1 Irrigator 8 HRS.	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew 32 HRS 1 Irrigator 8 HRS.	- Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks 3 Man Crew 24 HRS. 1 Irrigator 8 HRS.	OFF (MW)
WEEK #3 - Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks 4 Man Crew - 32 HRS 1 Irrigator 8 HRS	Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew 32 HRS 1 Irrigator 8 HRS	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew 32 HRS. 1 Irrigator 8 HRS.	- Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks - Meeting Inspector - 1 HR. 3 Man Crew 24 HRS 1 Irrigator 8 HRS.	OFF (MW)
WEEK #4 - Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks 4 Man Crew 32 HRS. 1 Irrigator 8 HRS.	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew 32 HRS 1 Irrigator 8 HRS.	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew 32 HRS. 1 Irrigator 8 HRS.	- Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks 3 Man Crew 24 HRS. 1 Irrigator 8 HRS.	OFF - Reports Submittals 1 HR (MW)

WINTER SCHEDULE NOV - APRIL

PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE

E-4 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 -Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks. 4 Men Crew 32 HRS. 1 Irrigator 8 HRS.		-Mowing & Edging -Trash Pick-up - Weeding -Blowing Sidewalks. 4 Men Crew 32 HRS 1 Irrigator 8 HRS.	Meeting Inspector - 1 HR	
WEEK #2 -Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 4 Men Crew 32 HRS. 1 Irrigator 8 HRS.		-Mowing & Edging -Trash Pick up -Weeding -Blowing Sidewalks 4 Men Crew 32 HRS. 1 Irrigator 8 HRS		
WEEK #3 -Detail Trimming -Trash Pick-up - Weeding & Spraying -Blowing Sidewalks 4 Men Crew 32 HRS. 1 Irrigator 8 HRS.		-Mowing & Edging -Trash Pickup -Weeding -Blowing Sidewalks 4 Men Crew 32 HRS 1 Irrigator 8 HRS.		
WEEK #4 -Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 4 Men Crew 32 HRS. 1 Irrigator 8 HRS.		-Mowing & Edging -Trash Pickup -Weeding -Blowing Sidewalks. 4 Men Crew 32 HRS. 1 Irrigator 8 HRS.		Reports Submittals 1 HR

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE

E-4A MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1			-Detail Trimming -Trash Pick-up -Weeding & Spraying -Blowing Sidewalks. 2 Men Crew 1/2 day 8 HRS.	
WEEK #2			-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 2 Men Crew 1/2 day 8 HRS	
WEEK #3		Irrigator 2 HRS.	-Detail Trimming -Trash Picking - Weeding & Spraying -Blowing Sidewalks. 2 Men Crew 1/2 day 8 HRS.	
WEEK #4		Meeting Inspector. 1/2 HR.	-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing sidewalks. 2 Men Crew 1/2 day 8 HRS.	Report Submittals 1/4 HR.

PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE

E-4A MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1			-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks. 2 Men Crew 1/4 day 4 HRS.	
WEEK #2			-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 2 Men Crew 1/4 day 4 HRS.	
WEEK #3		Irrigator 1 Hr. ~~Irrigator 4 HRS.~~ MM	-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks. 2 Men Crew 1/4 day 4 HRS.	
WEEK #4		Meeting Inspector 1/4 Hr.	-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks. 2 Men Crew 1/4 day 4 HRS.	Reports Submittals 1/4 Hr.

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE
E-4 ANNUAL SCHEDULE SHEET

JANUARY	**FEBRUARY**	**MARCH** - Turf Aeration - Growpower - Turf - Pre-emergent granual for bed areas.
APRIL 23-5-10 / Best Poly Supreme (Shrub & Ground Cover)	**MAY**	**JUNE**
JULY	**AUGUST**	**SEPTEMBER** 23-5-10 / Best Poly Supreme (Shrub & Ground Cover)
OCTOBER Turf Aeration Growpower - Turf - Pre-emergent granual for bed areas.	**NOVEMBER**	**DECEMBER**

PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE

E-4 ANNUAL SCHEDULE SHEET

JANUARY	FEBRUARY Dimension Pre-emergent Fertilizer 22-06	MARCH
APRIL 23-5-10 Best Poly Supreme (Shrubs + Ground Cover)	MAY	JUNE 22-5-5 Best Turf Gold
JULY	AUGUST	SEPTEMBER
OCTOBER 22-5-5 Best Turf Gold	NOVEMBER	DECEMBER

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE

E-4A ANNUAL SCHEDULE SHEET

JANUARY	FEBRUARY	MARCH -Pre-emergent granual for bed areas.
APRIL 23-5-10 / Best Poly Supreme (Shrub + Ground Cover)	MAY	JUNE
JULY	AUGUST	SEPTEMBER 23-5-10 / Best Poly Supreme (Shrub + Ground Cover)
OCTOBER -Pre-emergent granual for bed areas.	NOVEMBER	DECEMBER

PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE
E-4A ANNUAL SCHEDULE SHEET

JANUARY	FEBRUARY	MARCH
APRIL 23-5-10 Best Poly Supreme (Shrubs & Ground Cover)	MAY	JUNE
JULY	AUGUST	SEPTEMBER
OCTOBER	NOVEMBER	DECEMBER

4. PROPOSED ANNUAL MATERIAL SCHEDULE

A. Fertilizers:

List the fertilizers to be furnished to execute work tasks specified in Exhibit A. Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
-Growpower Fertilizer	3500 lbs.	$2050.00
-Best 23-5-10 Poly Supreme	3500 lbs.	$1800.00

B. Pesticides:

List pesticides to be furnished to execute work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Riverdale Razor-Pro	28 Gal	$550
Fusilade - Post grass control	3 QT.	$250
Ronstar - Pre-emergent	35 Bags	$3075
Snail bait	200 lbs.	$475

5. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

A. Communications:

The General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Scope of Services .specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

In the Field 6:30 - 5:00pm Area Manager - Cell phone
Office 8:00 - 4:30pm Office Staff
After Hours 5:00 - 8:00am Emergency phone #

B. Traffic Safety:

The General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

Trugreen Workzone Safety program - All employees are certified (Safety Cordinator - Ray Velasquez) does weekly on site inspections and tailgate meetings. Traffic cones & arrow boards are used as needed.

C. **Greenwaste Recycling:**

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

Burrtec Industries
1850 Agua Mansa Rd.
Riverside, CA. 92509
951-685-5516

6. LIST OF SUBCONTRACTORS

A. SUBCONTRACTORS:

In compliance with the provisions of Government Code, Section 4102, the undersigned Proposer sets forth the name and location (address) of the place of business of each subcontractor who will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
	N/A	

7. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE Manuel Mendes

PRINTED NAME MANUEL MENDES

TITLE BRANCH MANAGER

COMPANY NAME TRUGREEN LANDCARE

DATE 02-17-11

8. PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the Moreno Valley Community Services District and TRUGREEN LANDCARE, and further , the aforesaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind the terms of contract to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT (PRINTED), SIGNED AND DATED

SIGNATURE Manuel Mendes

NAME MANUEL MENDES

TITLE BRANCH MANAGER

COMPANY NAME TRUGREEN LANDCARE

DATE 02-17-11

9. SCHEDULE II

A. BID SCHEDULE

PROPOSER: TRUGREEN LANDCARE
(Company Name)

SITE	SERVICE LEVEL	ESTIMATED AREA	COST PER SQ. FT.	COST PER MONTH	COST PER TWELVE MONTHS
E-4 LANDSCAPE PARKWAYS & MEDIANS (currently full service)	Full	Planter: 617,667 sq. ft.	$ 0.015	$9,265.00	$111,180.00
		Turf: 588,060 sq. ft.	$ 0.0089	$5,233.73	$62,804.76
	Reduced	Planter: 617,667 sq. ft.	$ 0.0075	$4632.50	$55,590.00
		Turf: 558,060 sq. ft.	$ 0.006	$3348.36	$40,180.32
E-4A LANDSCAPE PARKWAYS (currently full service)	Full	Planter 31,000 sq. ft.	$ 0.015	$465.00	$5,580.00
	Reduced	Planter 31,000 sq. ft.	$ 0.0075	$232.50	$2,790.00

The Total Amount of the Service Proposal shall be based on current service levels (**Full service for E-4 Parkways & Medians and Full service for E-4A Parkways**):

Figures: $179,564 and 76 /100's Dollars

Words: One hundred seventy-nine thousand, five hundred sixty-four and seventy-six /100's Dollars

All work shall be performed in accordance with the Technical Provisions for Full Service or Reduced Service. Determination of the level of service shall be made per written direction by the City. Service levels may be converted from Full to Reduced or from Reduced to Full with 30 days advance written notice by the City.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway, irrigation, and landscaping as set forth in Exhibit A: Scope of Work of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 0 **has/have been received and is/are made a part of this proposal.**

Manuel Mendez — 02-17-11
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

B. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibit A and Exhibit C

UNIT PRICES (Includes all labor and materials)

1. 1 gal. shrub/vine/ground cover in place	@	$ 8.00	ea
2. 5 gal. shrub/vine/ground cover in place	@	$ 25.00	ea
3. 5 gal. tree in place (stakes included)	@	$ 32.00	ea
4. 15 gal. tree in place (stakes included)	@	$ 80.00	ea
5. 24" box tree in place (stakes included)	@	$ 275.00	ea
6. 36" box tree in place (guy wires included)	@	$ 675.00	ea
7. Flat of ground cover in place	@	$ 23.00	ea
8. Planter bed mulch in place	@	$ 37.00	/cu. yd
9. Additional labor	@	$ 30.00	/man hour
10. Additional Irrigation Technician	@	$ 55.00	/man hour

PROPOSER: TRUGREEN LANDCARE
(Company Name)

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

ROUTINE IRRIGATION REPAIR PRICES

1. Irrigation repair parts for routine repairs @ cost plus 15 %

2. Unit prices for Additional Work (additional **FULL SERVICE** landscape areas) per Exhibit C, Section 2.

   A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.015 /sq. ft./mo.

   B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.0089 /sq. ft./mo.

3. Unit prices for Additional Work (additional **REDUCED SERVICE** landscape areas) per Exhibit C, Section 2.

   A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.0075 /sq. ft./mo.

   B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.006 /sq. ft./mo.

4. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: TRUGREEN LANDCARE
(Company Name)

10. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, Section 9 (Schedule II) A. "Bid Schedule"):

One hundred seventy-nine thousand, five hundred and sixty-four and seventy-six/100's Dollars
(Dollar Amount in Words)

$ 179,564.76
(Dollar Amount in Figures)

Date: 02-17-11

Proposer: TRUGREEN LANDCARE
(Company Name)

By: Manuel Mendez
(Signature)

Title: BRANCH MANAGER

State License Number and Classification: 774548 C-27, D-49, C-61

If a corporation, complete the following:
INCORPORATED UNDER LAWS OF THE STATE OF _____

PRESIDENT _____

(Corporate Seal)

SECRETARY _____

11. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is cash, a cashier's check, or a certified check, or a Proposal Surety Bond for 10% of Bid Amount, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated 02-17-11

Signature of Proposer [signature]

By TRUGREEN LANDCARE

Address of Proposer 1616 Marlborough Av. Bld S
Riverside, CA 92507

Telephone Number of Proposer (951) 688-6880

Names and Addresses of Members of the Company:

_____

_____

(If a Corporation)

Signature of Proposer _____

By _____

Title _____

Business Address _____

_____

TRUGREEN LandCare[sm]

DESIGNATION OF REPRESENTATIVE

I, Thomas E. Courtney, Vice President & Associate General Counsel of TruGreen LandCare L.L.C., the general partner of TRUGREEN LANDCARE, a California general partnership ("Company"), with full power and authority, do hereby authorize and direct Manny Mendes, Branch Manager, TruGreen LandCare, 1616 Marlborough, Building S, Riverside, California 92507 to represent the Company to execute any and all bid documents, related contracts and documents to effectuate the terms of the contract for Moreno Valley Community Services District R.F.P. #E-4/11 – Maintenance of Parkway and Median Landscaping and Irrigation for Moreno Valley Ranch – East/Daybreak entered into on behalf of the Company with the Moreno Valley Community Services District.

This Designation of Representative expires at midnight on February 16, 2012.

TRUGREEN LANDCARE, a California general Partnership

By: TruGreen LandCare L.L.C.,
Its: General Partner

By: _____
Thomas E. Courtney
Vice President & Associate General Counsel

Dated: February 16, 2011

STATE OF TENNESSEE}
COUNTY OF SHELBY}

Before me, Letha W. Sanders, a Notary Public for said State and County, personally appeared THOMAS E. COURTNEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Vice President & Associate General Counsel of TruGreen LandCare L.L.C., a Delaware limited liability company, the General Partner of TRUGREEN LANDCARE, the within named bargainor, a California general partnership, and that he as such Vice President & Associate General Counsel, executed the foregoing instrument for the purposes therein contained.

LETHA W. SANDERS STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY

WITNESS my hand, at office, this 16th day of February, 2011.

Letha W. Sanders
Notary Public

My Commission Expires: September 26, 2012

My Commission Expires: _____

MV00201763

Aon Surety

February 15, 2011

Manny Mendez
TRUGREEN LANDCARE, A CALIFORNIA GENERAL PARTNERSHIP
1616 Marlborough Ave., Bldg. S
Riverside, CA 92507

Re: CITY OF MORENO VALLEY
Project: Project No.E-4/11 - Moreno Valley Ranch-East/Daybreak, Maintenance of Parkway & Median Landscaping and Irrigation.
Estimated Contract Price: $ 185,000.00
Bid Date: 2/17/2011
Surety: LIBERTY MUTUAL INSURANCE COMPANIES

Dear Manny:

Enclosed please find the above captioned bid bond, executed per your request.

It is your responsibility to ensure the bid bond conforms with your needs and instructions to us, including but not limited to the correct coverages and parties, and with any laws applicable to your operations and/or the contract requiring the bid bond, and to advise us immediately, in writing, if the bid bond form so executed does not contain the proper information. Accordingly, it is incumbent upon you to carefully review the bond, and we will expect that you will, double-check all information, including signatures, dates, amounts and job descriptions for accuracy, and to verify that the bid bond form we executed is the form required by the specification. This will avoid the possibility of having a low bid rejected because of a clerical error. We will also expect you to verify that anything unusual that has been requested by the obligee is attached.

If, following your review of the bond, you do not advise us in writing of any problem or deficiency in its terms and information but submit the bond as is, your submission will constitute your verification, and we will justifiably assume, that the bond form as issued is correct and appropriate for the purpose for which it is being submitted. You further understand that we will have no liability for any deficiencies or discrepancies not brought to our attention in accordance with this letter.

The bid bond authorization is based upon your original estimate. **If the actual bid price exceeds this estimate by 10% or more, you must contact us for additional authority!**

Please call our office if you should have any questions or need any further assistance.

Good Luck on your Bid.

Sincerely,

Vivian Carti

Vivian Carti
Senior Surety Analyst

Your bid results are very important, please mail or fax this information back to the address below within 5 days of the bid opening.

	Contractors Name		Contract Price
1.	_____	$	_____
2.	_____	$	_____
3	_____	$	_____

Where did you place _____ And your price $ _____

If awarded contract, is final bond required? Yes ☐ No ☐

Aon Risk Services Northeast, Inc.
199 Water Street, New York, NY 10038 • tel: 212 479-3721 • fax: 212 479-4269

12. PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we TruGreen LandCare, a California General Partnership, as principals, and Liberty Mutual Insurance Company A(XV)CA, a duly authorized corporate surety: Business Address 175 Berkeley Street, Boston, MA 02116,

Phone (201) 327-6603, are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of Ten Percent of Bid Amount Dollars, ($ 10% of Bid Amount), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly, and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about to hand in and submit to the Board of Directors of the Moreno Valley Community Services District, a proposal for **PROJECT NO. E-4/11 - MORENO VALLEY RANCH-EAST/DAYBREAK, MAINTENANCE OF PARKWAY & MEDIAN LANDSCAPING AND IRRIGATION**, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said Board of Directors, and if the said principal shall fail or neglect to enter into a Contract therefor within the required time, then in that case the undersigned obligors will pay to the Moreno Valley Community Services District the full sum of Ten Percent of Bid Amount Dollars,

($ 10% of Bid Amount), as liquidated damages for such failure and neglect.

WITNESS our hands this 15th day of February, 2011.

(SIGNATURE PAGE FOLLOWS)

Proposal Surety Bond (cont.)

PRINCIPAL	CORPORATE SURETY
Name: TruGreen LandCare, a California General Partnership	Name: Liberty Mutual Insurance Company A(XV)CA
Address: 1616 Marlborough Ave., Bldg. S	Address: 175 Berkeley Street
Riverside, CA 92507	Boston, MA 02116
Tel. No.: (951) 688-6880	Tel. No.: (201) 327-6603
By: Cynthia Farrell	By: Vivian Carti
Cynthia Farrell, Attorney-In-Fact	Vivian Carti, Attorney-in-Fact

SIGNING INSTRUCTIONS

- **The Bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.**
- **The Bond shall include attached Notary Certificates for the Attorney-in-Fact and the Principal.**
- **The Bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).**
- **The Bond shall include the address at which the Principal and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).**

If any of the above items are omitted, the proposal will be considered non-responsive and will be rejected.

13. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)§

(NAME) MANUEL MENDES, affiant being first duly sworn, deposes and says:

That he or she is BRANCH MANAGER of
(sole owner, partner or other proper title)

TRUGREEN LANDCARE the party making the
(Contractor)
foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: TRUGREEN LANDCARE

Bidder's Address: 1616 Marlborough Av. Bld. S
Riverside, CA 92507

Telephone No.: (951) 688-6880

Manuel Mendes
(Signature of Bidder)

BRANCH MANAGER
(Title)

ALL SIGNATURES MUST BE NOTARIZED

State of California County of Riverside
Subscribed and sworn to (or affirmed) before me on this 17th day of February, 20 11,
by Manuel Mendes
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature (Seal)

RUDY P. PARAMO
COMM. #1855656
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Comm. Expires Jun. 28, 2013

BCT4

91

OF LIABILITY INSURANCE 01/21/2009

PRODUCER
Aon Risk Services Central Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

PHONE (866) 283-7122 FAX (847) 953-3001

CITY OF MORENO VALLEY
SPECIAL DISTRICTS
2009 JAN 27 PM 12:28

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
TruGreen LandCare, LLC
860 Ridge Lake Blvd
Memphis TN 38120 USA

INSURERS AFFORDING COVERAGE		NAIC
INSURER A:	Zurich American Ins Co A(XV)CA	16535
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:	A+(XV)CA	
INSURER D:		
INSURER E:		

COVERAGES

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

LIMITS SHOWN ARE AS REQUESTE

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	GL0293865604	01/01/09	01/01/12	EACH OCCURRENCE	$3,000,00
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,00
						MED EXP (Any one person)	$5,00
						PERSONAL & ADV INJURY	$3,000,00
						GENERAL AGGREGATE	$5,000,00
						PRODUCTS - COMP/OP AGG	Include
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON OWNED AUTOS	BAP2938657-04	01/01/09	01/01/12	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC / AGG	
B		EXCESS /UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION	BE2227065 Umbrella	01/01/09	01/01/10	EACH OCCURRENCE	$5,000,000
						AGGREGATE	$5,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC293865404 AOS	01/01/09	01/01/12	[X] WC STATUTORY LIMITS [ ] OTHER	
A		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC293865504 WI	01/01/09	01/01/12	E.L. EACH ACCIDENT	$1,000,000
						E.L. DISEASE-EA EMPLOYEE	$1,000,000
						E.L. DISEASE-POLICY LIMIT	$1,000,000
		OTHER					

RISK MANAGEMENT
Approved
M. Alonzo 1-30-09

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: TruGreen LandCare, LLC - Branch No. 6248. City of Moreno Valley is included as an Additional Insured on the General Liability per the attached CG2010 0704 and CG2037 0704 and Automobile Liability policies if required by written contract. Waiver of Subrogation applies to General Liability, Automobile Liability and Workers'

RECEIVED
JAN 28 2009
RISK MANAGEMENT

CERTIFICATE HOLDER

City of Moreno Valley
Attn: Stuart Sheldon
14325 Frederick Street, Suite 9
Moreno Valley CA 92552 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Aon Risk Services Central Inc.

ACORD 25 (2001/08)

Item No. B.8

MV00201768

Attachment to ACORD Certificate for TruGreen LandCare, LLC

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverage or exclusions contained in the policy.

INSURED

TruGreen LandCare, LLC
860 Ridge Lake Blvd
Memphis TN 38120 USA

INSURER
INSURER
INSURER
INSURER
INSURER

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Compensation policies if required by written contract with City of Moreno Valley.

Certificate No : 570032712624

Item No. B.8

MV00201769

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY ENTITY FOR WHOM THE INSURED HAS AGREED TO PROVIDE COVERAGE AS PER WRITTEN CONTRACT. TRUGREEN LANDCARE L.L.C. 01/01/09 – 01/01/12	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Copyright, ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY ENTITY FOR WHOM THE INSURED HAS AGREED TO PROVIDE COVERAGE AS PER WRITTEN CONTRACT. TRUGREEN LANDCARE L.L.C. 01/01/09 – 01/01/12	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Copyright, ISO Properties, Inc., 2004

CALIFORNIA
DEPARTMENT OF INSURANCE

Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business

Financial Statements PDF's
- Annual Statements
- Quarterly Statements
- CA Supplements

Company Complaint
- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies

Additional Info
- Find A Company Representative In Your Area
- View Financial Disclaimer

COMPANY PROFILE

Company Information

LIBERTY MUTUAL INSURANCE COMPANY

175 BERKELEY ST
BOSTON, MA 02116
800-262-8238

Old Company Names **Effective Date**

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Agent For Service

KAREN HARRIS
C/O CORPORATION SERVICE COMPANY
2730 GATEWAY OAKS DRIVE, SUITE 100
SACRAMENTO CA 95833

back to top

Reference Information

NAIC #:	23043
California Company ID #:	1022-3
Date Authorized in California:	08/30/1929
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MASSACHUSETTS

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NAIC Group List

NAIC Group #: 0111 LIBERTY MUT GRP

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Lines Of Business

The company is authorized to transact business within these lines of insurance.
For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY

MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

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EXTENSION AGREEMENT
PROJECT NO. E-4/11
MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **TruGreen Landcare** (hereafter, "Contractor")

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated August 18, 2011 referencing Project No. E-4/11 for the maintenance of the District's parkway and median landscaping and irrigation systems associated with Project No. E-4/11– Moreno Valley Ranch – East/Daybreak.

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement.

WHEREAS, the Extension of the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2012** and shall terminate on **June 30, 2013.**

2. In accordance with Exhibit D, Section 1 B. of the Agreement, this Extension shall be considered the first of four possible Extensions of this Agreement.

3. For the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension for maintenance of the parkway and median areas consistent with the terms of the Agreement in the total amount of **EIGHT THOUSAND FOUR HUNDRED FOURTY-FIVE 86/100 ($8,445.86)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **ONE HUNDRED ONE THOUSAND THREE HUNDRED AND FIFTY 32/100 DOLLARS ($101,350.32).**

4. Notwithstanding, Exhibit E, Section B, 3. A. and B. on page 85, of the Agreement, the unit cost set forth in the Additional Work Price List, for any landscape areas added to the project during the period of this Extension shall be as follows:

    a. Additional parkway areas, planters (trees to 18-feet height, shrubs, ground cover included, as applicable). **$0.0075/sq.ft./mo**.

    b. Additional parkway areas, turf (trees to 18-feet height, shrubs, ground cover included, as applicable). **$0.006/sq.ft./mo**.

5. Notwithstanding Exhibit C., Numeral 2, Letter e of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the City Council, the Director (the Public Works Director/City Engineer or his designated appointee) may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **EIGHT THOUSAND TWO HUNDRED AND 00/100 DOLLARS ($8,200.00).**

6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

EXTENSION AGREEMENT
PROJECT NO. E-4/11 – MORENO VALLEY RANCH EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor: TruGreen Landcare
By:	By:
Title: Mayor, Acting in the capacity of President of the Board of Directors of the Moreno Valley Community Services District	Title: (President or Vice President) Tim Martinez, Region Manager
Date: 7/26/12	Date:

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

Deputy City Attorney

7-9-12
Date

RECOMMENDED FOR APPROVAL:

Department Head

7/19/12
Date

By:
Title: Corporate Secretary or Assistant Secretary

Date:

Affix Corporate Seal Below

Item No. B.8

BOND NO. 015030479 **DUPLICATED ORIGINAL**

PREMIUM $ 1,014.00
EFFECTIVE: 07/01/12-06/30/13

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

PROJECT NO. E-4/11
R.F.P. NO. E-4/11
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

WHEREAS, the Board of Directors of the Moreno Valley Community Services District, State of California, and TruGreen Landcare, a California General Partnership, hereinafter designated as "Contractor" have entered into an Agreement whereby Contractor agrees to maintain certain designated public improvements, which said Agreement dated August 18, 2011, and identified as **PROJECT NO. E-4/11** is hereby referred to, and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of One Hundred One Thousand Three Hundred Fifty and 32/100 dollars, ($101,350.32),(words and figures) lawful money of the United States, to be paid to the said CSD or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Moreno Valley Community Services District, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the Moreno Valley Community Services District in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

BOND NO. 015030479

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this 26th day of June 2012.

CONTRACTOR (Principal)		SURETY	
Name:	TruGreen LandCare, a California General Partnership	Name:	Liberty Mutual Insurance Company
Address:	1616 Marlborough Ave, Bldg S, Riverside, CA 92507	Address:	790 The City Drive South, Ste. 200 Orange, CA 92868
Telephone No:	951-688-6880	Telephone No:	714-634-3311
Print Name:	Misty Wright, Attorney-In-Fact	Print Name:	Dennis Langer, Attorney-In-Fact
Signature:		Signature:	

Approved as to Form this

9th day of July 2012

Deputy City Attorney, in the Capacity of General Legal Counsel to the Moreno Valley Community Services District

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On JUNE 26, 2012 (Date) before me, YALONDA M. EUBANK, NOTARY PUBLIC (Here Insert Name and Title of the Officer),

personally appeared Misty Wright (Name(s) of Signer(s)),

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

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

Witness my hand and official seal.

Signature (Signature of Notary Public) YALONDA M. EUBANK

YALONDA M. EUBANK
COMM. #1975925
Notary Public California
Los Angeles County
My Comm. Expires Apr. 22, 2016
NRO1

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bond No.: 015030479

Document Date: JUNE 26, 2012 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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Item No. B.8

MV00201779

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On JUNE 26, 2012 (Date) before me, YALONDA M. EUBANK, NOTARY PUBLIC (Here Insert Name and Title of the Officer),

personally appeared DENNIS LANGER (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(~~x~~) whose name(~~x~~) is/~~xxx~~ subscribed to the within instrument and acknowledged to me that ~~xx~~/~~she~~/~~xxxx~~ executed the same in ~~xx~~/~~her~~/~~xxxx~~ authorized capacity(~~xxx~~), and that by ~~xx~~/~~her~~/~~xxxx~~ signature(~~x~~) on the instrument the person(~~x~~), or the entity upon behalf of which the person(~~x~~) acted, executed the instrument.

YALONDA M. EUBANK
COMM. #1975925
Notary Public California
Los Angeles County
My Comm. Expires Apr. 22, 2016
NRO1 NRO1

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

Witness my hand and official seal.

Signature (Signature of Notary Public) YALONDA M. EUBANK

Place Notary Seal Above

OPTIONAL

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☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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TRUGREEN LandCare™

POWER OF ATTORNEY

TruGreen LandCare L.L.C. ("TruGreen"), a Delaware Limited Liability Company, with its principal place of business located at 9416 Doctor Perry Road, Ijamsville, Maryland 21754, and a Federal Employer Identification Number of 36-4313318, hereby constitutes and appoints, jointly and severally, the employees of Lockton Insurance Brokers LLC ("Lockton") identified below, as its true and lawful attorney-in-fact, to execute all surety bonds with a face amount of up to $1,000,000 issued on behalf of TruGreen or any of TruGreen's direct and/or indirect subsidiaries as set forth herein.

EMPLOYEE	LOCATION
Paul Boucher	Lockton Insurance Brokers LLC-Los Angeles
Janina Monroe	Lockton Insurance Brokers LLC-Irvine
Sarah Campbell	Lockton Insurance Brokers LLC-Los Angeles
Dennis Langer	Lockton Insurance Brokers LLC-Los Angeles
Yalonda Eubank	Lockton Insurance Brokers LLC-Los Angeles
Richard A. Roderick	Lockton Insurance Brokers LLC-Los Angeles
Heather Win	Lockton Insurance Brokers LLC-Los Angeles
Misty Wright	Lockton Insurance Brokers LLC-Los Angeles
Debra J. Scarborough	Lockton Insurance Brokers LLC-Kansas City
Christy M. McCart	Lockton Insurance Brokers LLC-Kansas City

This Power of Attorney supersedes all prior Power of Attorney executed for this purpose and shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days' written notice.

This Power of Attorney shall include the following direct and indirect subsidiaries of TruGreen and any and all direct and/or indirect subsidiaries that are acquired or formed by TruGreen after the execution of this Power of Attorney.

SUBSIDIARIES	FEDERAL EMPLOYER IDENTIFICATION NUMBER
TruGreen LandCare, a California General Partnership	36-4313318
TruGreen LandCare of Nevada L.L.C.	36-4345959
TruGreen LandCare of Alabama L.L.C.	36-4345958
Minnesota Lawn Maintenance, Inc.	41-1766873

IN WITNESS WHEREOF, the individual signing below affirms his/her authority to sign this Power Of Attorney on behalf of TruGreen LandCare L.L.C. and to grant the powers contained herein.

Dated this 17th day of May, 2012

TruGreen LandCare L.L.C.

By: _____
Vidyadhar KulKarni, President & CEO

(Signature to be notarized)

~~~
~~~

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND. 5217820

This Power of Attorney limits the acts of those named therein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. _____

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, PAUL BOUCHER, JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE, DENNIS LANGER, ...

all of the city of LOS ANGELES, state of CALIFORNIA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of March, 2012.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: _____
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 5th day of March, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and biding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of JUN 26 2012 20_____.

By: _____
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Item No. B.8 & WAIC

MV00201783

BOND NO. 015030479 DUPLICATED ORIGINAL

PREMIUM $ Included In Performance Bond
EFFECTIVE:07/01/12-06/30/13

LABOR AND MATERIALS BOND
(100% of Total Contract Amount)

PROJECT NO. E-4/11
R.F.P. NO. E-4/11
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

WHEREAS, the Board of Directors of the Moreno Valley Community Services District, State of California, and TruGreen Landcare, a California General Partnership, hereinafter designated as "Contractor" have entered into an Agreement whereby Contractor agrees to maintain certain designated public improvements, which said Agreement dated August 18, 2011, and identified as **PROJECT NO. E-4/11** is hereby referred to, and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto the City of Moreno Valley Community Services District for the City of Moreno Valley, County of Riverside in the penal sum of One Hundred One Thousand Three Hundred Fifty and 32/100 dollars, ($101,350.32) (words and figures), lawful money of the United States, to be paid to said CSD or its certain attorney, successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Moreno Valley Community Services District, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the CSD and judgment is recovered, the Surety shall pay all costs incurred by the CSD in such suit, including reasonable attorney fees to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extensions of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

BOND NO. 015030479

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 26th day of June, 2012

CONTRACTOR (Principal)		SURETY	
Name:	TruGreen LandCare, a California General Partnership	Name:	Liberty Mutual Insurance Company
Address:	1616 Marlborough Ave, Bldg S, Riverside, CA 92507	Address:	790 The City Drive South, Ste. 200 Orange, CA 92868
Telephone No:	951-688-6880	Telephone No:	714-634-3311
Print Name:	Misty Wright, Attorney-In-Fact	Print Name:	Dennis Langer, Attorney-In-Fact
Signature:	Misty Wright	Signature:	

Approved as to Form this

18th day of JULY 2012

Deputy

City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On JUNE 26, 2012 (Date) before me, YALONDA M. EUBANK, NOTARY PUBLIC (Here Insert Name and Title of the Officer),

personally appeared Misty Wright (Name(s) of Signer(s)),

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

YALONDA M. EUBANK
COMM. #1975925
Notary Public California
Los Angeles County
My Comm. Expires Apr. 22, 2016
NRO1 NRO1

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

Witness my hand and official seal.

Signature (Signature of Notary Public) YALONDA M. EUBANK

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bond No.: 015030479

Document Date: JUNE 26, 2012 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
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☐ Other: _____

Signer Is Representing:

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On JUNE 26, 2012 (Date) before me, YALONDA M. EUBANK, NOTARY PUBLIC (Here Insert Name and Title of the Officer),

personally appeared DENNIS LANGER (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(~~x~~) whose name(~~x~~) is/~~xxx~~ subscribed to the within instrument and acknowledged to me that ~~xx~~/~~she~~/~~xxxx~~ executed the same in ~~xx~~/~~her~~/~~xxxx~~ authorized capacity(~~xxx~~), and that by ~~xx~~/~~her~~/~~xxxx~~ signature(~~x~~) on the instrument the person(~~x~~), or the entity upon behalf of which the person(~~x~~) acted, executed the instrument.

YALONDA M. EUBANK
COMM. #1975925
Notary Public California
Los Angeles County
My Comm. Expires Apr. 22, 2016

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

Witness my hand and official seal.

Signature _____ (Signature of Notary Public) YALONDA M. EUBANK

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☐ Individual
☐ Corporate Officer — Title(s): _____
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☐ Attorney in Fact
☐ Trustee
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Item No. B.8

MV00201787

TRUGREEN LandCare

POWER OF ATTORNEY

TruGreen LandCare L.L.C. ("TruGreen"), a Delaware Limited Liability Company, with its principal place of business located at 9416 Doctor Perry Road, Ijamsville, Maryland 21754, and a Federal Employer Identification Number of 36-4313318, hereby constitutes and appoints, jointly and severally, the employees of Lockton Insurance Brokers LLC ("Lockton") identified below, as its true and lawful attorney-in-fact, to execute all surety bonds with a face amount of up to $1,000,000 issued on behalf of TruGreen or any of TruGreen's direct and/or indirect subsidiaries as set forth herein.

EMPLOYEE	LOCATION
Paul Boucher	Lockton Insurance Brokers LLC-Los Angeles
Janina Monroe	Lockton Insurance Brokers LLC-Irvine
Sarah Campbell	Lockton Insurance Brokers LLC-Los Angeles
Dennis Langer	Lockton Insurance Brokers LLC-Los Angeles
Yalonda Eubank	Lockton Insurance Brokers LLC-Los Angeles
Richard A. Roderick	Lockton Insurance Brokers LLC-Los Angeles
Heather Win	Lockton Insurance Brokers LLC-Los Angeles
Misty Wright	Lockton Insurance Brokers LLC-Los Angeles
Debra J. Scarborough	Lockton Insurance Brokers LLC-Kansas City
Christy M. McCart	Lockton Insurance Brokers LLC-Kansas City

This Power of Attorney supersedes all prior Power of Attorney executed for this purpose and shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days' written notice.

This Power of Attorney shall include the following direct and indirect subsidiaries of TruGreen and any and all direct and/or indirect subsidiaries that are acquired or formed by TruGreen after the execution of this Power of Attorney.

SUBSIDIARIES	FEDERAL EMPLOYER IDENTIFICATION NUMBER
TruGreen LandCare, a California General Partnership	36-4313318
TruGreen LandCare of Nevada L.L.C.	36-4345959
TruGreen LandCare of Alabama L.L.C.	36-4345958
Minnesota Lawn Maintenance, Inc.	41-1766873

IN WITNESS WHEREOF, the individual signing below affirms his/her authority to sign this Power Of Attorney on behalf of TruGreen LandCare L.L.C. and to grant the powers contained herein.

Dated this 17th day of May, 2012

TruGreen LandCare L.L.C.

By: _____
Vidyadhar KulKarni, President & CEO

(Signature to be notarized)

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~~~

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND. 5217821

This Power of Attorney limits the acts of those na herein, and they have no authority to bind the Company ex n the manner and to the extent herein stated.

Certificate No. _____

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, PAUL BOUCHER, JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE, DENNIS LANGER, ...

all of the city of LOS ANGELES, state of CALIFORNIA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of March, 2012.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: _____
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 5th day of March, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

K D RILEY COMM. EXP. NOTARY PUBLIC 12-05-2013 STATE OF WASHINGTON

By: _____
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and biding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of JUN 26 2012 20_____.

By: _____
David M. Carey, Assistant Secretary

POA - AFCC, LMIC, OCIC, PIC & WAIC
LMS_12873_012012

Item No. B.8

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

MV00201790

ACORD®

CERTIFICATE OF LIABILITY INSURANCE 4/29/2013

DATE (MM/DD/YYYY) 6/26/2012

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

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

PRODUCER
Lockton Insurance Brokers, LLC
725 S. Figueroa Street, 35th Fl.
CA License #0F15767
Los Angeles CA 90017
(213) 689-0065

CONTACT NAME:
PHONE (A/C, No. Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company A+(XV)	16535
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1340830 TruGreen LandCare, L.L.C.
9416 Doctor Perry Road
Ijamsville MD 21754

COVERAGES TRULA01 D6 CERTIFICATE NUMBER: 11855056 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC	Y	N	GLO 4783593 01	4/29/2012	4/29/2013	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 10,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	N	N	BAP 4783594 01	4/29/2012	4/29/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		NOT APPLICABLE			WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ XXXXXXX
							E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority, their officers, employees and agents are named as additional insured. This insurance is primary and non contributory in regards to the general liability.

RISK MANAGEMENT
Approved
M. Alonzo 6-27-12

CERTIFICATE HOLDER

By Date

11855056
City of Moreno Valley
14177 Frederick Street
PO Box 88005
Moreno Valley CA 92552

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Timothy G. Lane

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Item No. B.8

MV00201791

Additional Insured - Automatic - Owners, Lessees Or Contractors **ZURICH**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO 4783593 01 ✓	4/29/2012	4/29/2013	4/29/2012			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: TruGreen Landcare, L.L.C.

A. Section II - Who Is An Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.

B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under **Section I - Coverage A - Bodily Injury And Property Damage Liability** and **Section I - Coverage B - Personal And Advertising Injury Liability**, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf,

and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement, performed for the additional insured person or organization.

C. However, regardless of the provisions of Paragraphs **A.** and **B.** above:

1. We will not extend any insurance coverage to any additional insured person or organization:

a. That is not provided to you in this policy; or

b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and

2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:

a. The Limits of Insurance provided to you in this policy; or

b. The Limits of Insurance you are required to provide in the written contract or written agreement.

D. The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

Attachment Code: D464900
Certificate ID: 11855056

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities.

E. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

2. We receive written notice of a claim or "suit" as soon as practicable; and

3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F. For the coverage provided by this endorsement:

1. The following paragraph is added to Paragraph **4.a.** of the Other Insurance Condition of **Section IV - Commercial General Liability Conditions**:

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of **Section IV - Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

All other terms and conditions of this policy remain unchanged.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE 4/29/2013

DATE (MM/DD/YYYY) 6/13/2012

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

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

PRODUCER
Lockton Insurance Brokers, LLC
725 S. Figueroa Street, 35th Fl.
CA License #0F15767
Los Angeles CA 90017
(213) 689-0065

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1342002 TruGreen LandCare, L.L.C.
9416 Doctor Perry Road
Ijamsville MD 21754

COVERAGES TRULA01 D6 CERTIFICATE NUMBER: 11855056 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC	Y	N	GLO 4783593 01	4/29/2012	4/29/2013	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 10,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC 4783592 01	4/29/2012	4/29/2013	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

RISK MANAGEMENT Approved
M. Alonzo 6-21-12
By Date

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority, their officers, employees and agents are named as additional insured. This insurance is primary and non contributory in regards to the general liability.

CITY OF MORENO VALLEY SPECIAL ACCOUNTS 2012 JUN 27 PM 2:40

CERTIFICATE HOLDER

11855056
City of Moreno Valley
14177 Frederick Street
PO Box 88005
Moreno Valley CA 92552

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Timothy G. Nan

Item No. B.8

ACORD 25 (2010/05) The ACORD name and logo are registered ©1988-2010 ACORD CORP

MV00201794

POLICY NUMBER: GLO 4783593-00
ENDORSEMENT NO.: 1

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

POLICY NUMBER	EFF. DATE OF POLICY	EXP. DATE OF POLICY	EFF. DATE OF ENDT	PRODUCER NO.	ADD'L PREMIUM	RETURN PREMIUM
GLO478359301	4/29/2012	4/29/2013	06/16/2011	75428-000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: TruGreen Landcare, LLC
Address (including ZIP Code): 860 Ridge Lake Boulevard
Memphis, TN 38120

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority, their officers, employees and agents	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Copyright, ISO Properties, Inc., 2004

E4

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

4/29/2013

DATE (MM/DD/YYYY) 6/13/2012

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

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

PRODUCER
Lockton Insurance Brokers, LLC
725 S. Figueroa Street, 35th Fl.
CA License #0F15767
Los Angeles CA 90017
(213) 689-0065

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company A+ (XV) Y &	16535
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1342002 TruGreen LandCare, LLC
9416 Doctor Perry Road
Ijamsville MD 21754

COVERAGES TRULA01 D6 **CERTIFICATE NUMBER:** 11855056 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC	Y	N	GLO 4783593 01	4/29/2012	4/29/2013	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 10,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC 4783592 01	4/29/2012	4/29/2013	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

RISK MANAGEMENT
Approved
M. Alonzo 6-21-12
By Date

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Moreno Valley, the City of Moreno Valley Community Services District , and the Moreno Valley Housing Authority, their officers, employees and agents are named as additional insured. This insurance is primary and non contributory in regards to the general liability.

CITY OF MORENO VALLEY SPECIAL DISTRICTS 2012 JUN 25 PM 2:44

CERTIFICATE HOLDER

11855056
City of Moreno Valley
14177 Frederick Street
PO Box 88005
Moreno Valley CA 92552

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Timothy J. Mann

POLICY NUMBER: **GLO 4783593-00**
ENDORSEMENT NO.: 1

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

POLICY NUMBER	EFF. DATE OF POLICY	EXP. DATE OF POLICY	EFF. DATE OF ENDT	PRODUCER NO.	ADD'L PREMIUM	RETURN PREMIUM
GLO478359301	4/29/2012	4/29/2013	06/16/2011	75428-000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: **TruGreen Landcare, LLC**
Address (including ZIP Code): **860 Ridge Lake Boulevard**
Memphis, TN 38120

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority, their officers, employees and agents	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Copyright, ISO Properties, Inc., 2004

B. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibit A and Exhibit C

UNIT PRICES (Includes all labor and materials)

1. 1 gal. shrub/vine/ground cover in place	@	$	8.00	ea
2. 5 gal. shrub/vine/ground cover in place	@	$	25.00	ea
3. 5 gal. tree in place (stakes included)	@	$	32.00	ea
4. 15 gal. tree in place (stakes included)	@	$	80.00	ea
5. 24" box tree in place (stakes included)	@	$	275.00	ea
6. 36" box tree in place (guy wires included)	@	$	675.00	ea
7. Flat of ground cover in place	@	$	23.00	ea
8. Planter bed mulch in place	@	$	37.00	/cu. yd
9. Additional labor	@	$	30.00	/man hour
10. Additional Irrigation Technician	@	$	55.00	/man hour

PROPOSER: TRUGREEN LANDCARE
(Company Name)

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

ROUTINE IRRIGATION REPAIR PRICES

1. Irrigation repair parts for routine repairs @ cost plus 15 %

2. Unit prices for Additional Work (additional **FULL SERVICE** landscape areas) per Exhibit C, Section 2.

   A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.015 /sq. ft./mo.

   B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.0089 /sq. ft./mo.

3. Unit prices for Additional Work (additional **REDUCED SERVICE** landscape areas) per Exhibit C, Section 2.

   A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.0075 /sq. ft./mo.

   B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.006 /sq. ft./mo.

4. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: TRUGREEN LANDCARE
(Company Name)

MINUTES - REGULAR MEETING OF APRIL 23, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00201801

MINUTES - REGULAR MEETING OF APRIL 23, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00201803

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: May 14, 2013

TITLE: A PUBLIC HEARING FOR A GENERAL PLAN AMENDMENT (PA12-0030) FROM RESIDENTIAL 10 (R10), RESIDENTIAL SINGLE FAMILY 10 (RS10) AND RESIDENTIAL 15 (R15) TO RESIDENTIAL 5 (R5), AND TO MODIFY THE CIRCULATION ELEMENT; A CHANGE OF ZONE (PA12-0029) FROM R10, RS10 AND R15 TO R5; A TENTATIVE TRACT MAP 36436 (PA12-0005) TO SUBDIVIDE 43.52 ACRES INTO 159 SINGLE FAMILY RESIDENTIAL LOTS; A CONDITIONAL USE PERMIT (PA12-0004) FOR A PLANNED UNIT DEVELOPMENT; AND A VARIANCE (P12-129) FOR AN INCREASE IN RETAINING WALL HEIGHT ON THE PROPERTY LINES. THE APPLICANT IS CV –COMMUNITIES

RECOMMENDED ACTION

Recommendations: That the City Council:

1. ADOPT a Mitigated Negative Declaration for application PA12-0030 (General Plan Amendment), PA12-0029 Change of Zone, PA12-0005 Tentative Tract Map and PA12-0004 Conditional Use Permit.

2. INTRODUCE Ordinance No. 2013-867 approving PA12-0029 Change of Zone from Residential 10 (R10), Residential Single Family 10 (RS10), Residential 15 (R15) to Residential 5 (R5).

3. ADOPT Resolution No. 2013-29 approving General Plan Amendment PA12-0030 from Residential 10 (R10), Residential Single Family 10 (RS10), Residential 15 (R15) to Residential 5 (R5) and modifying the circulation element thereby establishing General Plan Land Use Map designations for the properties as described in the Resolution, and the revised General Plan Map.

4. ADOPT Resolution No. 2013-30 approving PA12-0005 Tentative Tract Map 36436 to subdivide 43.52 acres into 159 single family residential lots, PA12-0004 a Conditional Use Permit for the Planned Unit Development and P12-129 a Variance subject to the attached Conditions of Approval.

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Planning Commission, at its February 28, 2013 meeting recommended by a 5-0 vote with one absent, that the City Council adopt a Mitigated Negative Declaration for the project and approve the project as presented.

BACKGROUND

The project area has current General Plan and Zoning designations for multi-family and small lot single family residential development. The proposed General Plan and Zoning amendments will provide for single family residential development with a new General Plan and Zoning designation of R5 (Residential up to 5 units per acre). The northerly portion of the project site on both sides of the channel is an approved tentative tract map for 57 single family lots. The proposed project would change the existing zoning on the site and supersede the approved tract including the following actions:

General Plan Amendment

The project includes a General Plan Amendment to modify the Land Use and Circulation Elements. The proposed tract eliminates the connection of Quincy Street to Brodiaea Avenue, a collector road in the General Plan between Brodiaea Avenue and Cactus Avenue. The Public Works-Transportation Engineering Division has reviewed the proposal and determined the elimination of the direct connection of these two streets will not have an impact on the surrounding area or the proposed project. Pedestrian and bicycle access between the two streets would be provided along the Quincy Street alignment by an adjacent multi-use trail, while vehicular access would be provided by Quincy to Cactus and adjacent tract streets to Brodeaia. The project will be conditioned to name street “A” Quincy as the street name is of historical value as one of the original streets in the Valley dating back to 1891 of the Bear Valley Map.

The existing land use includes Residential single family 10 (RS10) with a maximum density of 10 units per acre, Residential 10 (R10) with a maximum density of 10 units per acre and Residential 15 (R15) multi-family with a maximum density of 15 units per acre. The proposed General Plan Amendment includes the land use change to Residential 5 (R5) which is the closest designation to the project design and density (5 units per acre) and is consistent with the surrounding residential area.

Change of Zone

The proposed project includes a request for a Change of Zone. The current zoning is RS10, R10 and R15 which allows for small lots and multi-family projects. The proposed Change of Zone requests a Residential 5 (R5) zone to provide for single family residential lots larger than the existing zoning allows. The R5 zoning provides the closest density to the proposed development and is consistent with the existing adjacent single family developments.

Tentative Tract Map 36436

The Tentative Tract Map will subdivide 43.52 net acres into 159 residential lots. The lots will range from 6,000 square feet to 15,298 square feet with a proposed density of 4.41 units per gross acre. The Tentative Map will include a multi-use trail extending along Brodiaea Avenue and south to Cactus Avenue adjacent to the Quincy Channel. The Quincy Channel will remain in the same location.

The design of the tract includes 45 lots on the west side of the channel with the remaining 114 on the east side of the channel. Two water quality basins will be constructed one on each side of the channel.

The maximum density of the R5 is five (5) units per acre. The proposed tract has a density of 4.41 units per gross acre, well below the R5 maximum.

Conditional Use Permit for a Planned Unit Development

The proposed project includes a Conditional Use Permit for a Planned Unit Development (PUD). The purpose of the PUD is to provide specific development guidelines for this project. A PUD provides for greater innovation in housing development including a variation in lot sizes and amenities not found in standard housing tracts.

The proposed PUD provides guidelines for multiple architectural styles of housing. The proposed design standards meet or exceed City-wide standards in the Municipal Code. All development within the tract is required to meet the standards as stated in the PUD including plotting, setbacks and four sided architecture. The PUD will require a pedestrian oriented environment. The multi-use trail along the Quincy Channel will include exercise equipment with parking provided along the trail to encourage usage. Enhanced landscaping and a multi-use trail are provided on Brodiaea Avenue. Entry monuments will be provided at lots 33 and 158 along Cactus Avenue to include decorative stone pilasters, a stone seatwall, arbors and enhanced landscaping.

Variance

A Variance is proposed to allow for an increase in the retaining wall height on the south east and west portion of the project. The City's Municipal Code allows for a maximum

of 3 feet in height for a retaining wall along a property line. The applicant was unsuccessful in obtaining an approval for off-site grading from the adjacent property owner. The provision of on-site rear yard slopes would result in a reduction in usable rear yard area and privacy. Development of the adjacent site will likely require higher grades to drain that property, with a future developed condition with little or no visible retaining wall.

DISCUSSION

A Planning Commission public hearing for the project was conducted on February 28, 2013 including considering actions for 1) General Plan Amendment, 2) Change of Zone, 3) Tentative Tract Map 36436, 4) Conditional Use Permit and 5) a Variance. The Commission had several questions regarding the water quality basins and the existing and future impacts to the Quincy Channel relating to the potential for flooding. Based on the design of the project, the proposed modifications will assist in the capacity the channel will handle.

There were no public comments regarding the proposed project, General Plan Amendment, Change of Zone, Tentative Tract Map or Variance.

The Planning Commission made no changes to draft project conditions of approval as presented to them. The Planning Commission recommended approval of the project.

ENVIRONMENTAL

The project site is a 43.52 acre site located on the on the south side of Brodiaea Avenue to Cactus Avenue on both the east and west sides of the Quincy Channel The proposed Plot Plan with the approval of the General Plan Amendment and the Change of Zone will be consistent with the General Plan and the zoning for the site.

The environmental impacts of the proposed change have been considered as part of the review of the project and have been determined to be less than significant with mitigation. The mitigation includes compliance with South Coast Air Quality Management District's Rule 403 to reduce construction and grading emissions and dust, a pre-construction Burrowing Owl Survey as required by the Western Riverside Multi-Species Conservation Plan, coordination and permitting from the California Department of Fish and Wildlife (CDFG), Army Corp of Engineers and, Regional Water Quality Board, pursuant to State and Federal regulations and grading monitoring coordination with the Pechanga Indian Tribe pursuant to SB18 tribal consultation.

The Initial Study completed for the project was sent to Regional Water Quality Control Board, CDFG, the local Indian Tribes per SB18 list from the Native American Heritage Commission and with and the State of California Office of Planning Research in accordance with the California Environmental Quality Act.

The project site contains a portion of the Quincy Channel, portions which are within the jurisdiction of the Corps, CDFG and Regional Board. The impacts to jurisdictional waters will require a CWA Section 404 permit from the Corps, a CWA Section 401 Water Quality Certification and/or Section 13260 Report of Waste Discharge from the Regional Board, and a Fish and Game Code Section 1602 Streambed Alteration Agreement from CDFG. The project shall mitigate permanent impacts to jurisdictional waters with Mitigation Measures. The project will not result in significant indirect impacts to special-status biological resources. The project site is not located adjacent to the MSHCP Conservation Area and therefore the project is not required to implement measures pursuant to the MSHCP Urban Wildland Interface Guidelines. The project will pay mitigation fees required by the MSHCP. Because the project is consistent with the MSHCP and with mitigation measures to be implemented, the cumulative impacts attributed to the project would be reduced to below a level of significance.

A preliminary Water Quality Management Plan (WQMP) was reviewed by the City's Land Development Division. The plan reviewed on-site drainage and has incorporated post construction best management practices (BMPs) into the site plan. Two water quality basins are included in the design of the project. A final WQMP is required to be submitted and approved prior to the approval of any grading plans.

A Biological Assessment for the property was prepared on November 6, 2012 by Glenn Lukos Associates, Inc. The project site contains suitable habitat with the potential to support burrowing owls, including ground squirrel burrows. However, no burrowing owls or diagnostic owl sign were detected during focused surveys and the 30-day pre-construction will be required prior to grading.

ALTERNATIVES

1. The City Council could approve the project.

2. The City Council could deny the project. If denial of the project is chosen, it is recommended that the item be continued in order to complete the necessary resolution and findings for a denial.

3. The City Council could modify the project as presented.

4. The City Council could refer the project back to the Planning Commission with direction.

SUMMARY

The applicant, CV Communities, LLC., has submitted an application for a Tentative Tract Map 36436 to subdivide 43.52 acres into 159 single family residential lots. The application includes a Conditional Use Permit for a Planned Unit Development, a Variance for higher retaining walls due to the change in grade from the adjacent parcel to the east, a Change of Zone modifying the zoning from Residential single family 10 (RS10), Residential 10 (R10) and Residential 15 (R15) multi-family to Residential 5 (R5)

with lots ranging from 6,000 to 15,298 square feet and a General Plan Amendment to remove Quincy Street from the circulation element of the General Plan and provide a General Plan designation of Residential 5.

NOTIFICATION

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also posted on the project site and published in the local newspaper.

ATTACHMENTS

1. Public Hearing Notice
2. Proposed Ordinance
3. Proposed Resolution
4. Proposed Resolution
5. Planning Commission Staff Report dated February 28, 2013
6. Planning Commission Minutes for Item #1 from February 28, 2013 meeting
7. Initial Study
8. Project Plans
9. Planned Unit Development Guidelines
10. Proposed Mitigation Monitoring Plan

Prepared By:
Julia Descoteaux
Associate Planner

Concurred By:
John Terell
Planning Official

Department Head Approval:
Barry Foster
Community & Economic
Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Attachment 1

Notice of PUBLIC HEARING

This may affect your property. Please read.

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Moreno Valley on the following item(s):

CASES : **PA12-0004 (Conditional Use Permit PUD)**
PA12-0005 (Tentative Tract Map for PUD)
PA12-0029 (Change of Zone)
PA12-0030 (General Plan Amendment)
P12-129 (Variance)

APPLICANT/OWNER: CV Communities

REPRESENTATIVE: Ryan Thomas

LOCATION: South of Brodiaea to Cactus & east and west of the Quincy Channel (478-100-034, 478-090-007, 478-090-036, 478-100-010, 478-100-009)

PROPOSAL: Tentative Tract Map 36436, a Conditional Use Permit, a Variance, a Change of Zone and a General Plan Amendment subdividing 43.52 acres into 159 single family residential lots within a Planned Unit Development, modifying the zoning from Residential single family 10 (RS10), Residential 10 (R10) and Residential 15 (R15) multi-family to Residential 5 (R5) with lots ranging from 6,000 to 15,298 square feet and the General Plan amendment to be consistent with the proposed development and the surrounding area and a Variance proposed for higher retaining walls due to the change in grade from the adjacent parcels to the east and west.

ENVIRONMENTAL DETERMINATION: The project does not have the potential for any significant impacts on the environment. Therefore, the adoption of a Mitigated Negative Declaration is recommended.

COUNCIL DISTRICT: No. 3

STAFF RECOMMENDATION: Approval

Any person interested in any listed proposal can contact the Community & Economic Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday), or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The City Council, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing.

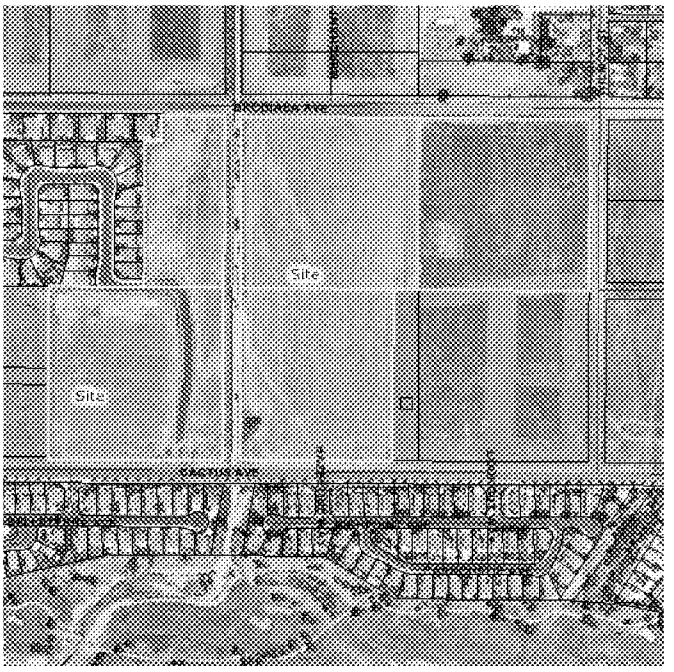

LOCATION **N↑**

CITY COUNCIL HEARING

City Council Chamber, City Hall
14177 Frederick Street
Moreno Valley, Calif. 92553

DATE AND TIME: May 14, 2013 at 6:00 PM
CONTACT PLANNER: Julia Descoteaux
PHONE: (951) 413-3209

Item No. E.1

MV00201810

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MV00201811

ORDINANCE NO. 867

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA12-0029 (ZONE CHANGE) TO CHANGE THE LAND USE DISTRICT FOR APPROXIMATELY 43.52 ACRES FROM RESIDENTIAL 10 (R10), RESIDENTIAL SINGLE FAMILY (RS10), AND RESIDENTIAL 15 (R15) TO RESIDENTIAL 5 (R5) FOR ASSESSORS PARCEL NUMBERS 478-100-034, 478-090-007, 478-090-036, 478-100-010, 478-100-009.

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1.

1.1 Pursuant to the provision of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 Page 101 of the City of Moreno Valley Official Zoning Atlas shall be modified to reflect the Zone Change (PA12-0029).

1.4 An Initial Study has been completed for PA12-0029 (Zone Change). Based upon the Initial Study, a determination has been made that, as designed and conditioned, this project will not result in the potential for significant impacts to the environment. Therefore, adoption of a Mitigated Negative Declaration is appropriate.

SECTION 2. Findings

2.1 With respect to the proposed change to page 101 of the City of Moreno Valley Official Zoning Atlas, and based upon substantial evidence presented to the City Council during the public hearing on May 14, 2013, including written and oral staff reports, and the record from the public hearing, the City Council hereby specifically finds as follows:

1. **Conformance with General Plan Policies –** The proposed amendment is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The project includes a Change of Zone from R10, RS10 and R15 to R5. The proposed Change of Zone to R5 is consistent and compatible with the surrounding area and with the goals and objectives of the City's General Plan. The current General Plan designation is Residential 10 and 15. The proposed General Plan

Amendment will modify the existing land use to R5 providing consistency with the proposed zoning.

The multi-family area eliminated with this modification has no impact on the compliance with the Housing Element since this multi-family is not counted towards meeting the affordable housing capacity goal.

There will still be sufficient multi-family zoning within the vicinity of the project.

2. **Conformance with the Zoning Regulations** – The proposed zoning is consistent with the purposes and intent of Title 9 of the City of Moreno Valley Municipal Code.

   FACT: The current zoning includes R10, RS10 and R15 which allows for single and multi-family development. The proposed R5 zoning will provide for a variation in lot sizes, is compatible with the proposed zoning and consistent with the surrounding area which includes developed single family residential.

3. **Health, Safety and Welfare** – The proposal will not be detrimental to the public health, safety or welfare.

   FACT: The proposed Change of Zone will not adversely affect the public health, safety or general welfare. Based on the initial study, it was determined that the project will not result in significant environmental impacts and therefore adoption of a Mitigated Negative Declaration is recommended.

4. Conformance with Title 9 – The proposed amendment to change the zoning atlas is consistent with the purposes and intent of Title 9.

   FACT: The applicant has bet the City's Municipal Code and other regulations to change the zone. As proposed, the zone change from Residential 10, Residential Single Family 10 and Residential15 to Residential 5 and intent of Title 9.

SECTION 3. Zone Change

3.1 Based on the findings contained in Section 2 of this Ordinance, the City Council hereby adopts a Zone Change to change the zoning districts from Residential 10, Residential Single Family 10 and Residential 15 to Resdential 5 for the approximately 43.52 acres located between Brodiaea Avenue and Cactus Avenue on both sides of the Quincy Channel, subject to the revised zoning designation depicted in the attached Exhibit A.

SECTION 4. EFFECT OF ENACTMENT:

4.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5. NOTICE OF ADOPTION:

5.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6. EFFECTIVE DATE:

6.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 28th day of May, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 867 had its first reading on May 14, 2013 and had its second reading on May 28, 2013, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 28th day of May, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Exhibit A

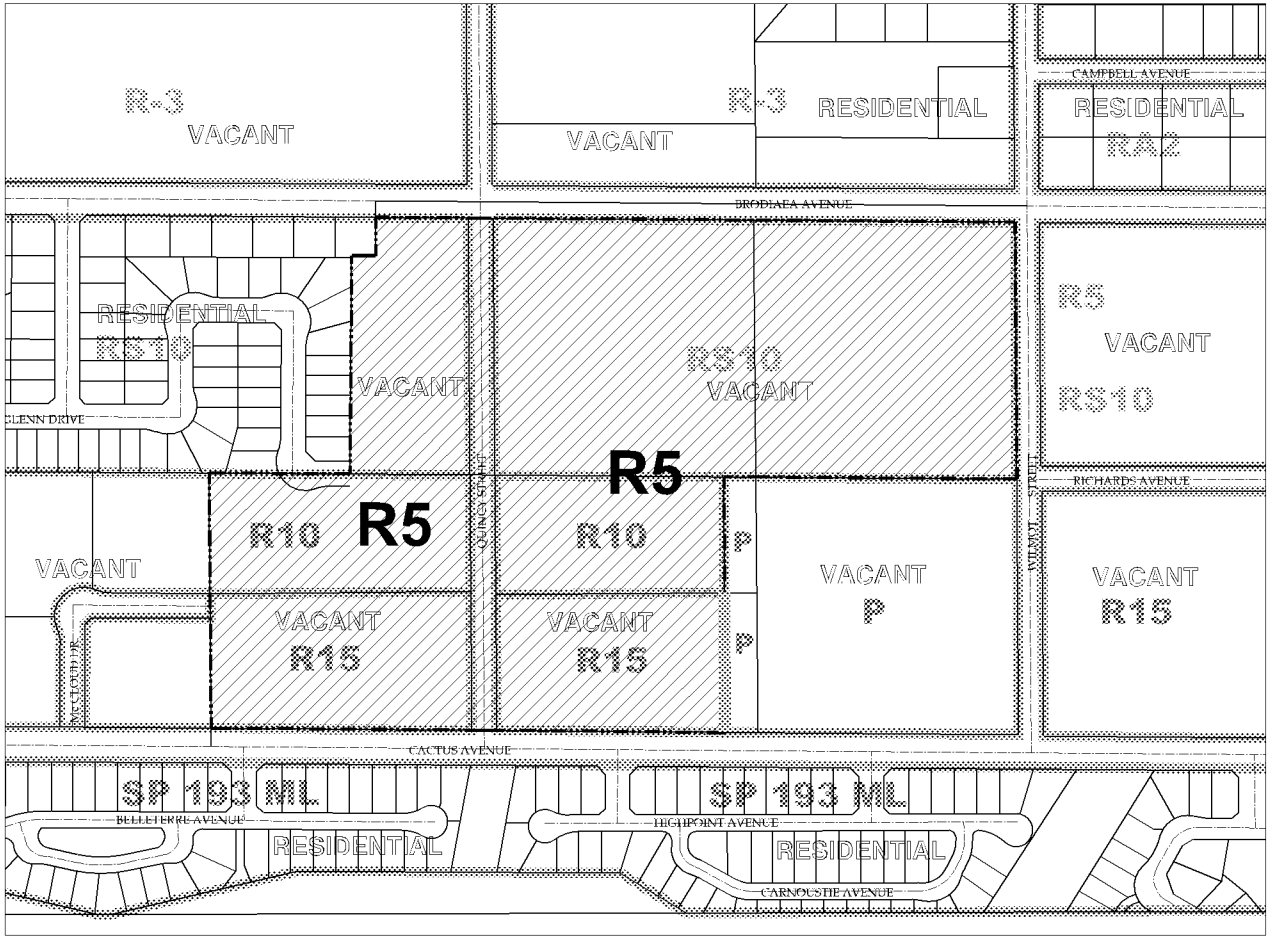

GENERAL NOTES

ASSESSORS PARCEL NUMBERS:
478090007, 478090036, 478100009, 478100010, 478100034

GROSS ACREAGE: 43.52 AC
NET ACREAGE: 36.03 AC

GROSS DENSITY: 3.65 UNITS PER ACRE
NET DENSITY: 4.41 UNITS PER ACRE

R-5 ZONING MAXIMUM: 43.52 * 5 DU/AC = 218 UNITS
R-5 ZONING MAXIMUM (NET DENSITY): 36.03 * 5 DU/AC = 180 UNITS

ZONING LEGEND

RA2	RESIDENTIAL AGRICULTURE: MAX 2DU/AC
R3	RESIDENTIAL: MAX 3 DU/AC
R5	RESIDENTIAL SINGLE FAMILY: MAX 5 DU/AC
R10	MULTI-FAMILY
RS10	RESIDENTIAL SINGLE FAMILY: MAX 10 DU/AC
SP193ML	MEDIUM LOW DENSITY RESIDENTIAL
P	PUBLIC

SYMBOL LEGEND

CURRENT ZONE	RS10
EXISTING USE	VACANT
SITE BOUNDARY	
PROPOSED ZONE	R5

VICINITY MAP

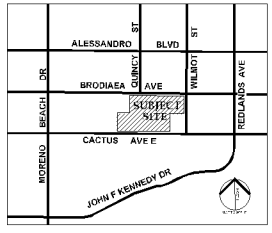

OWNER:
CV COMMUNITIES, LLC
1900 QUAIL STREET
NEWPORT BEACH, CA 92660
(909) 376 5522

APPLICANT:
CV COMMUNITIES, LLC
1900 QUAIL STREET
NEWPORT BEACH, CA 92660
(909) 376 5522

PREPARED BY:
ROMIE PLANNING
1360 REYNOLDS AVE, SUITE 110
IRVINE, CA 92614
(949) 855 6370

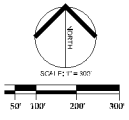

CHANGE OF ZONE
TRACT 36436
City of Moreno Valley

5
Ordinance No. 867
Date Adopted: May 28, 2013

CV COMMUNITIES
APRIL 11, 2013

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MV00201817

RESOLUTION NO. 2013-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA12-0030, A GENERAL PLAN AMENDMENT TO CHANGE THE LAND USE OF 43.52 ACRES FROM RESIDENTIAL 10 (R10), RESIDENTIAL SINGLE FAMILY 10 (RS10) AND RESIDENTIAL 15 (R15) TO RESIDENTIAL 5 (R5) AND MODIFY THE CIRCULATION ELEMENT TO ELIMINATE THE CONNECTION OF QUINCY STREET FROM BRODIAEA AVENUE TO CACTUS AVENUE LOCATED SOUTH OF BRODIAEA TO CACTUS & EAST AND WEST OF THE QUINCY CHANNEL ASSESSOR PARCEL NUMBERS 478-100-034, 478-090-007, 478-090-036, 478-100-010, 478-100-009.

WHEREAS, the applicant, CV Communities, has filed an application for a General Plan Amendment as described in the title of this resolution; and

WHEREAS, the environmental assessment, including and Environmental Initial Study, has been prepared to address the environmental impacts associated with application PA12-0030, as described above and a Mitigated Negative Declaration has been adopted pursuant to the California Environmental Quality Act (CEQA), as there is no evidence that the proposed General Plan Amendment will have a significant effect on public health or be materially injurious to surrounding properties or the environment as a whole; and

WHEREAS, on February 28, 2013, the Planning Commission of the City of Moreno Valley held a meeting to consider a General Plan Amendment (PA12-0030). At said meeting, the Planning Commission recommended approval of General Plan Amendment PA12-0030 to the City Council; and

WHEREAS, on May 14, 2013 the City Council of the City of Moreno Valley held a public hearing to consider the subject General Plan Amendment;

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred;

WHERAS, all of the facts set forth in this Resolution are true and correct.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Based upon substantial evidence presented during the above-referenced public hearing, including written and oral staff reports, and the record from the public hearing, the City Council herby finds that:

1. Conformance with General Plan Policies – The proposed general plan amendment is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The proposed General Plan Amendment will modify the existing land use designations for a portion of the project site to R5 to be consistent with the balance of the site and the proposed project zoning. The Amendment will also modify the Circulation Element eliminating the residential collector designation for Quincy Street from Brodiaea Avenue to Cactus Avenue. The proposed amendment will not have a significant impact on the surrounding area or the circulation of the new tract. The revision to the Circulation Element is supported by a traffic analysis approved by the City Transportation Engineer.

   The multi-family area eliminated with this modification has no impact on the compliance with the Housing Element since this multi-family is not counted towards meeting the affordable housing capacity goal.

   There will still be sufficient multi-family zoning within the vicinity of the project.

2. Health, Safety and Welfare – The proposed general plan amendment will not be detrimental to the public health, safety or welfare.

   FACT: The proposed General Plan Amendment will not adversely affect the public health, safety or general welfare. Based on the initial study, it was determined that the project will not result in significant environmental impacts and therefore adoption of a Mitigated Negative Declaration is recommended.

BE IT FURTHER RESOLVED that the City Council of the City of Moreno Valley HERBY APPROVES Resolution No. 2013-29 approving PA12-0030, thereby establishing General Plan Land Use and modification of the Circulation Element as described in the Resolution, and the revised General Plan map attached to the Resolution as Exhibit A.

APPROVED AND ADOPTED this 14th day of May, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-29 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 14th day of May, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Exhibit A

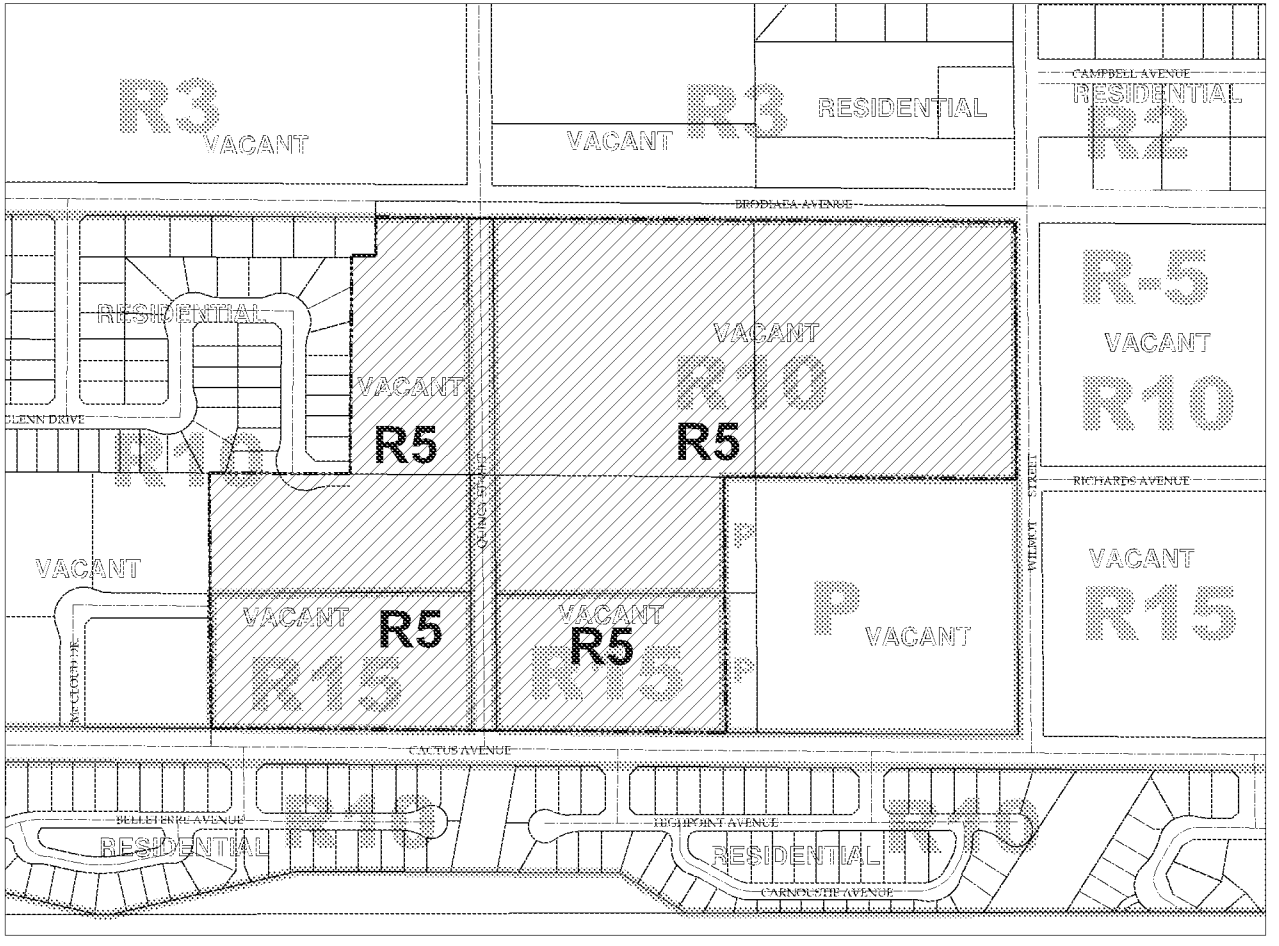

GENERAL NOTES

ASSESSORS PARCEL NUMBERS:
478090007, 478090036, 478100009, 478100010, 478100034

GROSS ACREAGE: 43.52 AC
NET ACREAGE: 36.03 AC

GROSS DENSITY: 3.65 UNITS PER ACRE
NET DENSITY: 4.41 UNITS PER ACRE

R-5 ZONING MAXIMUM: 43.52 * 5 DU/AC = 218 UNITS
R-5 ZONING MAXIMUM (NET DENSITY): 36.03 * 5 DU/AC = 180 UNITS

LAND USE LEGEND

R2	RESIDENTIAL MAX: 2DU/AC
R3	RESIDENTIAL MAX: 3 DU/AC
R5	RESIDENTIAL MAX: 5 DU/AC
R10	RESIDENTIAL MAX: 10 DU/AC
R15	RESIDENTIAL MAX: 15 DU/AC
P	PUBLIC FACILITIES

SYMBOL LEGEND

EXISTING DESIGNATION R15

EXISTING USE RESIDENTIAL

SITE BOUNDARY

PROPOSED DESIGNATION R5

VICINITY MAP

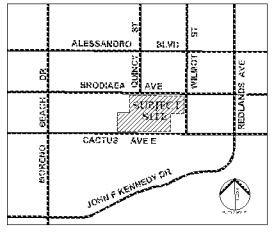

OWNER:
CV COMMUNITIES, LLC
1900 QUAIL STREET
NEWPORT BEACH, CA 92660
(909) 376 5522

APPLICANT:
CV COMMUNITIES, LLC
1900 QUAIL STREET
NEWPORT BEACH, CA 92660
(909) 376 5522

PREPARED BY:
ROME PLANNING
1360 REYNOLDS AVE, SUITE 110
IRVINE, CA 92614
(949) 855 6370

GENERAL PLAN AMENDMENT
TRACT 36436
City of Moreno Valley

CV COMMUNITIES
APRIL 11, 2013

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MV00201823

RESOLUTION NO. 2013-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA12-0005 TENTATIVE TRACT MAP 36436, PA12-0004 A CONDITIONAL USE PERMIT AND P12-129 A VARIANCE LOCATED SOUTH OF BRODIAEA TO CACTUS & EAST AND WEST OF THE QUINCY CHANNEL ASSESSOR PARCEL NUMBERS 478-100-034, 478-090-007, 478-090-036, 478-100-010, 478-100-009.

WHEREAS, the applicant, CV Communities, has filed an application for a Tentative Tract Map as described in the title of this resolution; and

WHEREAS, there is hereby imposed on the associated development projects certain fees, dedications, reservation and other exactions pursuant to state law and City ordinances;

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that the associated development projects are subject to certain fees, dedications reservations and other exactions as provided herein;

WHEREAS, the environmental assessment, including and Environmental Initial Study, has been prepared to address the environmental impacts associated with applications PA12-0004, PA12-0005 and P12-129 as described above and a Mitigated Negative Declaration has been adopted pursuant to the California Environmental Quality Act (CEQA), as there is no evidence that the proposed Tentative Tract Map, Conditional Use Permit and Variance will have a significant effect on public health or be materially injurious to surrounding properties or the environment as a whole; and

WHEREAS, on February 28, 2013, the Planning Commission of the City of Moreno Valley held a meeting to consider a Tentative Tract Map (PA12-0005) to the City Council; and

WHEREAS, on May 14, 2013 the City Council of the City of Moreno Valley held a public hearing to consider the subject Tentative Tract Map, Conditional Use Permit and Variance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Based upon substantial evidence presented during the above-referenced public hearing, including written and oral staff reports, and the record from the public hearing, the City Council herby finds that:

Section 1

1. That the proposed land division is consistent with applicable general and specific plans;

   FACT: Tentative Tract Map 36436 will subdivide 43.52 acres into 159 single family residential lots. The project as proposed is consistent with the City's General Plan. With the approval of the General Plan Amendment and Change of Zone, the project will be consistent with the proposed zoning and the General Plan The proposed density of 3.65 units per acre is well under the maximum of 5 permitted in the R5 land use district. The project is not within a Specific Plan.

2. That the site of the proposed land division is physically suitable for the type of development;

   FACT: The site has mostly level topography with no serious hazardous conditions noted. The proposal is to protect the Quincy Channel with development occurring outside of the banks of the channel and any alterations required of the Channel consistent with the City and required State agencies. Overall, the project site is well suited to single-family residential development with a prior tentative tract map approved for a portion of the site.

3. That the design of the proposed land division or the proposed improvements are not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat;

   FACT: The site is vacant and gently sloping with no serious physical constraints and is physically suitable for the proposed density. The project is comprised of 159 single family lots in the R5 zone which will have lots from 6,000 square feet to 15,298 square feet with development standards as stated in the Planned Unit Development requirements submitted in conjunction with the proposed map. The project as planned and conditioned is consistent with the surrounding development.

   The project site is comprised of 43.52 acres located on the south side of Brodiaea Avenue and on the west side of Quincy Street and the east side of Quincy Channel south to Cactus Avenue. The channel will be improved in accordance with the District's Master

Drainage Plan. The entire channel at this location will be permanently disturbed in association with expansion and reconfiguration improvements to the Quincy Channel. The following agency jurisdictions have the potential to be impacted, Regional Control Board, Army Corp of Engineers and California Department of Fish and Game. The project will be conditioned to coordinate with the above agencies prior to any disturbance of the site.

The project site is located in an area that the Riverside County Integrated Plan (RCIP) has identified as having the potential for burrowing owl habitat. A Biological report was completed for the project stated the site contains suitable habitat with the potential to support burrowing owls. However, no burrowing owls, or any indication of past owls were detected on the site. A 30-day pre-construction survey will be required prior to any grading on the site.

4. That the design of the proposed land division or the type of improvements are unlikely to cause serious public health problems:

FACT: As conditioned, the proposed land division would not cause serious public health problems. The Eastern Municipal Water District will provide water and sewer services to the subdivision. There are no known hazardous conditions associated with the property, the design of the land division or the type of improvements.

5. That the design of the land division or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision:

FACT: The proposed tentative parcel map will not adversely affect the public health, safety or general welfare. Based on the initial study, it was determined that the project will not result in significant environmental impacts and therefore adoption of Mitigated Negative Declaration is recommended.

6. That the design of the land division provides, to the extent feasible, for future passive or natural heating and cooling opportunities in the subdivision; and

FACT: The size, configuration and orientation of most of the lots in this land division allow solar access for passive heating. All lots

provide opportunities for placement of shade trees and other vegetation for cooling.

7. That the effect of the proposed land division on the housing needs of the region were considered and balanced against the public service needs of the residents of Moreno Valley and available fiscal and environmental resources.

FACT: The land division will allow development of 159 housing units near the maximum density allowed, thereby maximizing the housing potential of the subject site. The project will supplement the City's fiscal resources by paying impact fees for public facilities. Additionally, future residents will pay Community Services District fees, property tax, sales tax and other taxes and fees that will be used to provide landscape maintenance as well as police, fire and other public services.

Section 2

WHEREAS, the applicant, CV Communities, has filed an application for a Conditional Use Permit as described in the title of this resolution; and

WHEREAS, there is hereby imposed on the associated development projects certain fees, dedications, reservation and other exactions pursuant to state law and City ordinances;

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that the associated development projects are subject to certain fees, dedications reservations and other exactions as provided herein;

WHEREAS, the environmental assessment, including and Environmental Initial Study, has been prepared to address the environmental impacts associated with applications PA12-0004, PA12-0005 and P12-129 as described above and a Mitigated Negative Declaration has been adopted pursuant to the California Environmental Quality Act (CEQA), as there is no evidence that the proposed Tentative Tract Map, Conditional Use Permit and Variance will have a significant effect on public health or be materially injurious to surrounding properties or the environment as a whole; and

WHEREAS, on February 28, 2013, the Planning Commission of the City of Moreno Valley held a meeting to consider a Conditional Use Permit (PA12-0004) to the City Council; and

WHEREAS, on May 14, 2013 the City Council of the City of Moreno Valley held a public hearing to consider the subject, Conditional Use Permit.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Based upon substantial evidence presented during the above-referenced public hearing, including written and oral staff reports, and the record from the public hearing, the City Council herby finds that:

1. **Conformance with General Plan Policies –** The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: Pursuant to the approval of the proposed General Plan Amendment, the proposed Conditional Use Permit for a Planned Unit Development is consistent with the General Plan which encourages innovation in single family residential development.

2. **Conformance with Zoning Regulations –** The proposed use complies with all applicable zoning and other regulations.

   FACT: Pursuant to the approval of the proposed Change of Zone, the proposed Conditional Use Permit for a Planned Unit Development is consistent with the City's zoning regulations.

3. **Health, Safety and Welfare –** The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

   FACT: The proposed project would not be detrimental to the public health safety or welfare. An initial study of the potential environmental impacts associated with the project has been conducted in accordance with the provisions of the California Environmental Quality Act (CEQA. Based on the initial study, it was determined that the project will not result in significant environmental impacts and therefore adoption of a Mitigated Negative Declaration is recommended.

4. **Location, Design and Operation –** The location, design and operation of the proposed project will be compatible with existing and planned land uses in the vicinity.

   FACT: The Planned Unit Development includes 159 single family lots which will be consistent with the existing residential

properties to the east, west and south. Properties to the north are zoned with R3 which allows for larger single family lots. The street width of Brodiaea Avenue and the multi-use trail along the south side of Brodiaea provides for a large buffer between the two zoning designations.

The tract will enter from Cactus Avenue and will include entry monuments and a multi-use trail along the Quincy Channel with exercise equipment stations along the trail and parking adjacent to the trail on Quincy Avenue.

Section 3

WHEREAS, the applicant, CV Communities, has filed an application for a Variance (P12-129) as described in the title of this resolution;

WHEREAS, there is hereby imposed on the associated development projects certain fees, dedications, reservation and other exactions pursuant to state law and City ordinances;

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that the associated development projects are subject to certain fees, dedications reservations and other exactions as provided herein;

WHEREAS, the environmental assessment, including and Environmental Initial Study, has been prepared to address the environmental impacts associated with applications PA12-0004, PA12-0005 and P12-129 as described above and a Mitigated Negative Declaration has been adopted pursuant to the California Environmental Quality Act (CEQA), as there is no evidence that the proposed Tentative Tract Map, Conditional Use Permit and Variance will have a significant effect on public health or be materially injurious to surrounding properties or the environment as a whole; and

WHEREAS, on February 28, 2013, the Planning Commission of the City of Moreno Valley held a meeting to consider a Conditional Use Permit (PA12-0004) to the City Council; and

WHEREAS, on May 14, 2013 the City Council of the City of Moreno Valley held a public hearing to consider the subject Variance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Based upon substantial evidence presented during the above-referenced public hearing, including written and oral staff reports, and the record from the public hearing, the City Council herby finds that:

1. That strict or literal interpretation and enforcement of the specified regulation would result in practical difficulty or unnecessary hardship not otherwise shared by others within the surrounding area or vicinity;

   FACT: That strict or literal interpretation and enforcement of the specified regulation would result in practical difficulty or unnecessary hardship for the property owner. Section 9.08.070 2i states that retaining walls on the property line shall not exceed three feet in height. The affected area is the south, west and east portions of the site adjacent to the property lines where the difference in grade from the adjacent properties would require the height of the retaining wall to exceed the City standard of 3 feet maximum on the property line. The applicant discussions with the adjacent property owner for permission to grade off-site which would have reduced the height of the wall were unsuccessful.

2. That there are exceptional or extraordinary circumstances or conditions applicable to the property involved or to the intended use of the property which do not apply generally to other properties in the vicinity and under the same zoning classification;

   FACT: The difference in grade from the adjacent property will require a retaining wall due to the inability to obtain permission to perform off-site grading.

3. That strict or literal interpretation and enforcement of the specified regulation would deprive the applicant of privileges enjoyed by the owners of other properties in the vicinity and under the same zoning classification;

   FACT: The strict or literal interpretation and enforcement of the specified regulation would deprive the applicant of privileges enjoyed by the owners of other properties in the vicinity. The project meets the zoning (with the approval of the included Change of Zone and General Plan Amendment) requirement which allows the residential uses. Properties to the north, south, east and west are have similar and compatible single family zoning designation both developed and undeveloped.

4. That the granting of the variance will not constitute a grant of special privilege inconsistent with the limitations on the other properties in the vicinity and under the same zoning classification;

FACT: The granting of the variance will not constitute a grant of special privilege inconsistent with the limitations on the other properties in the vicinity and under the same zoning classification.

5. That the granting of the variance will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity;

   FACT: As proposed, the variance would not cause serious public health problems, safety or welfare, or materially injury to properties or improvements in the vicinity. There are no known hazardous conditions associated with the property, the design of the land division or type of improvements. The proposed residential project will not will not result in significant environmental impacts and therefore adoption of Mitigated Negative Declaration is recommended.

6. That the granting of a variance is consistent with the objectives and policies of the general plan and the intent of this title;

   FACT: The proposed variance is consistent with the General Plan and the standards of the General Plan. The granting of a variance would be consistent with the objectives and policies of the project site's residential general plan and zoning designation. The granting of a variance would allow the project to construct the required perimeter walls as required along the perimeter of the tract.

BE IT FURTHER RESOLVED that the City Council of the City of Moreno Valley HERBY APPROVES Resolution No. 2013-XX approving PA12-0005 Tentative Tract Map 36436, PA12-0004 Conditional Use Permit and P12-129 Variance subject to the attached Conditions of Approval as attached with Exhibit A.

APPROVED AND ADOPTED this 14th day of May, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-30 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 14th day of May, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL
PA12-0005 TENTATIVE TRACT MAP 36436
PA12-0004 CONDITIONAL USE PERMIT (PUD)
P12-129 VARIANCE
APN: 478-100-034, 010, 009, 478-090-007, 036

APPROVAL DATE: **May 14, 2013**
EXPIRATION DATE: **May 14, 2016**

_X_ Planning (P), including School District (S), Post Office (PO), Building (B)
_X_ Fire Prevention Bureau (F)
_X_ Land Development (LD)
_X_ Financial and Management Services, Special Districts (SD)
_X_ Public Works – Transportation Engineering (TE)
_X_ Parks & Community Services (PCS)
_X_ Police (PD)
_X_ Moreno Valley Utilities

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Planning Division

For questions regarding any Planning condition of approval, please contact the Planning Division at (951) 413-3206.

GENERAL CONDITIONS

P1. This approval shall expire three years after the approval date of this project unless used or extended as provided for by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever. Use means the beginning of substantial construction contemplated by this approval within the three-year period, which is thereafter pursued to completion, or the beginning of substantial utilization contemplated by this approval. (MC 9.02.230)

Timing Mechanisms for Conditions (see abbreviation at beginning of affected condition):

R - Map Recordation GP - Grading Permits O - Certificate of Occupancy or building final
WP - Water Improvement Plans BP - Building Permits P - Any permit

Governing Document (see abbreviation at the end of the affected condition):

GP - General Plan MC - Municipal Code CEQA - California Environmental Quality Act
Ord - Ordinance DG - Design Guidelines Ldscp - Landscape Development Guidelines and Specs
Res - Resolution UFC - Uniform Fire Code UBC - Uniform Building Code
SBM - Subdivision M

P2. In the event the use hereby permitted ceases operation for a period of one (1) year or more, or as defined in the current Municipal Code, this permit may be revoked in accordance with provisions of the Municipal Code. (MC 9.02.260)

P3. The site shall be developed in accordance with the approved plans on file in the Community & Economic Development Department - Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the Planning Official. (MC 9.14.020)

P4. The developer, or the developer's successor-in-interest, shall be responsible for maintaining any undeveloped portion of the site in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)

P5. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)

P6. Any signs indicated on the submitted plans are not included with this approval. Any signs**, whether permanent (e.g. wall, monument) or temporary (e.g. banner, flag),** proposed for this development shall be designed in conformance with the sign provisions of the Development Code or approved sign program, if applicable, and shall require separate application and approval by the Planning Division. **No signs are permitted in the public right of way.** (MC 9.12)

P7. (GP) All site plans, grading plans, landscape and irrigation plans, fence/wall plans, lighting plans and street improvement plans shall be coordinated for consistency with this approval.

Special Conditions for CUP for PUD

P8. **The site has been approved for a Conditional Use Permit for a Planned Unit Development. The Planned Unit Development includes a Tentative Tract Map 36436 for 159 single family lots and a Variance for the retaining wall height on the east and west property lines. A change or modification shall require separate approval. For a Conditional Use Permit, violation may result in revocation in the case of a Conditional Use Permit.**

P9. **The project will be developed with 45 lots on the west side of Quincy Channel and 114 lots on the east side of the channel.**

P10. **A water quality basin will be included, one on each side of the Quincy**

Channel within the development per the approved plans. The design of the basins and swales that are visible from the public right-of-way shall be integrated into the landscaping and include street trees on the street side of the open screen fencing.

P11. **The required multi-use trail along Brodiaea Avenue (east of the Channel) and the landscaping areas connecting the proposed cul-de-sacs to Brodiaea, shall be constructed along with the development on the east side of the Channel and completed with the occupancy of the sixtieth production house on the east side.**

P12. **The required multi-use trail with exercise stations along Street A (Quincy Street) and the trail/sidewalk improvements along Brodiaea Avenue (west of the Channel), shall be completed with the development of the west side of the Channel and completed with the occupancy of the thirtieth production house on the west side.**

P13. **The Planned Unit Development and Tentative Tract Map 36436 will be developed per the approved plans and the standards set forth in the design manual – Cactus Avenue Development Guidelines and where silent, the City's Municipal Code.**

P14. **The Cactus Avenue entry monuments, landscaping and any tract enhancements/improvements stated in the PUD shall be completed with the adjacent development east and west side respectively and no later than the occupancy of the first production house in each section.**

P15. **Approval of the Planned Unit Development and the Tentative Tract Map 36436 are subject to the concurrent approval of the other.**

P16. **Street "A" will be named Quincy Street due to its historical value to the Valley.**

P17. **The Planned Unit Development will provide the following amenities:**

- **Multi-use trails will be provided along a portion of Brodiaea Avenue and the entire length of Quincy Street per the approved plans.**
- **The trail along Quincy will include the addition of exercise equipment.**
- **Parking turnouts will be provided along Quincy.**
- **Access for the trail will be provided along Quincy per the approved plans.**
- **Entry monuments, arbors and benches will be provided per the approved**

plans.

- **Connection to the cul-de-sacs from Brodiaea Avenue to the tract interior to include a meandering sidewalk and landscaping.**

Tentative Tract Map

P18. This tentative map shall expire three years after the approval date of this tentative map unless extended as provided by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever in the event the applicant or any successor in interest fails to properly file a final map before the date of expiration. (MC 9.02.230, 9.14.050, 080)

P19. The site shall be developed in accordance with the approved tentative map on file in the Community & Economic Development Department – Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. (MC 9.14.020)

P20. All site plans, grading plans, landscape and irrigation plans, and street improvement plans shall be coordinated for consistency with this approval.

Prior to Issuance of Grading Permits

P21. (GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and, if not already present, a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community & Economic Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

P22. Prior to the issuance of a grading permit, the Project Applicant shall provide evidence to the City of Moreno Valley that a Cultural Resources Monitoring Agreement has been secured for a qualified Tribal representative and that a professional archaeological monitor has been retained by the Applicant to conduct monitoring of all mass grading and trenching activities and has the authority to halt and redirect earthmoving

activities in the event that suspected archeological resources are unearthed during Project construction. (MM CUL- 1)

P23. The Project Archaeologist and Tribal representative shall attend the pre-grading meeting with the City and contractors to explain and coordinate the requirements of the monitoring program.

P24. Prior to the issuance of a grading permit, the Applicant shall provide evidence to the City of Moreno Valley that appropriate Native American representative(s), Project Archaeologist and the Tribal representative shall be allowed to monitor and have received a minimum of 30 days advance notice of all mass grading and trenching activities. During grading and trenching operations, the Tribal representative and the project archaeological monitor shall observe all mass grading and trenching activities per the Cultural Resources Monitoring Agreement. If the Tribal representative suspects that an archaeological resource may have been unearthed, the monitor shall immediately halt and redirect grading operations in a 100-foot radius around the find to allow identification and evaluation of the suspected resource. In consultation with the appropriate Native American Tribe(s), the archaeological monitor shall evaluate the suspected resource and make a determination of significance pursuant to California Public Resources Code Section 21083.2. (MM CUL- 2)

P25. If a significant archaeological resource(s) is discovered on the property, ground disturbing activities shall be suspended 100 feet around the resource(s). The archaeological monitor and a representative of the appropriate Native American Tribe(s), the Project Applicant, and the City Planning Division shall confer regarding mitigation of the discovered resource(s). A treatment plan shall be prepared and implemented by the archaeologist to protect the identified archaeological resource(s) from damage and destruction. The landowner shall relinquish ownership of all archaeological artifacts that are of Native American origin found on the Project site to the culturally affiliated Native American tribe for proper treatment and disposition. A final report containing the significance and treatment findings shall be prepared by the archaeologist and submitted to the City Planning Division, the appropriate Native American tribe(s), and the Eastern Information Center at the University of California, Riverside.

All cultural material collected during the grading monitoring program and from any previous archaeological studies or excavations on the project site shall be curated according to the current professional repository standards and may include the Pechanga Bands curatorial facility. (MM CUL -3)

P26. Prior to grading permit issuance, the City shall verify that the following note is included on the Grading Plan:

"If any suspected archaeological resources are discovered during ground-disturbing activities and the archaeological monitor or Tribal representative are not present, the construction supervisor is obligated to halt work in a 100-foot radius around the find and call the project archaeologist and the Tribal representative to the site to assess the significance of the find." (MM CUL- 4)

P27. Prior to grading permit issuance, the City shall verify that the following note is included on the Grading Plan:

"If any suspected paleontological resources are discovered during ground-disturbing activities, the construction supervisor is obligated to halt work in a 100-foot radius around the find and call a qualified paleontologist to the site to assess the significance of the find. A qualified paleontologist shall evaluate the suspected resource. If the paleontologist determines that the find is not unique, construction shall be permitted to proceed. However, if the paleontologist determines that further information is needed to evaluate significance, the City of Moreno Valley shall be notified and a treatment plan shall be prepared and implemented in consultation with the City to protect the identified paleontological resource(s) from damage and destruction." (MM CUL -5)

P28. If human remains are encountered, California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the Riverside County Coroner has made the necessary findings as to origin. Further, pursuant to California Public Resources Code Section 5097.98(b), remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made by the Coroner. If the Riverside County Coroner determines the remains to be Native American, the California Native American Heritage Commission

must be contacted within 24 hours. The Native American Heritage Commission must then immediately notify the "most likely descendants" of receiving notification of the discovery. The most likely descendants shall then make recommendations within 48 hours, and engage in consultations concerning the treatment of the remains as provided in Public Resources Code §5097.98. (MM CUL- 6)

P29. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephens' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)

P30(GP) Prior to approval of any grading permit, the developer shall submit for review and approval of a tree plan to the Planning Division. The plan shall identify all mature trees (4 inch trunk diameter or larger) on the subject property and City right-of-way. Using the grading plan as a base, the plan shall indicate trees to be relocated, retained, and removed. Replacement trees shall be shown on the plan, be a minimum size of 24 inch box, and meet a ratio of three replacement trees for each mature tree removed or as approved by the **Planning Official**. (GP Objective 4.4, 4.5, DG)

P30. **(GP) Prior to approval of any grading permits, final median enhancement/landscape/irrigation plans shall be submitted to the Planning Division, and Public Works Department – Special Districts for review and approval by each division. (GP - Circulation Master Plan) Timing of installation shall be determined by PW- Special Districts.**

P31. **(GP) Prior to approval of any grading permit, local and master-planned multi-use trail easements shall be shown in accordance with the City's Master Trail Plan.**

P32. **(GP) Prior to the issuance of any grading permits and prior to any physical disturbance of any natural drainage course, for any area determined to contain riparian vegetation, the applicant shall obtain a stream bed alteration agreement or permit, or a written waiver of the requirement for such an agreement or permit, from both the California Department of Fish and Wildlife and the U.S. Army Corps of Engineers. Written verification of such a permit or waiver shall be provided to the Planning Division and the Public Works Department - Land Development Division. (CEQA, State and Federal codes).**

P33. **The project shall mitigate permanent impacts to 0.48 acre of Corps jurisdiction, 0.57 acre of permanent impacts to Regional Board jurisdiction, and 1.04 acre of permanent impacts to CDFG jurisdiction through acquisition**

of credits at a minimum 1:1 ration from an approved mitigation bank, such as the Santa Ana River Mitigation Bank, and/or in-lieu fee program, such as the Santa Ana Watershed Association (SAWA) In-lieu Fee Program, or another environmentally sensitive entity such as the Riverside-Corona Resource Conservation District or the Inland Empire Resource Conservation District within the Santa Ana River Watershed, which includes the San Jacinto River Watershed. Implementation of Mitigation Measure BIO-3 will reduce potential impacts to jurisdictional waters to a less than significant level in compliance with CEQA. The project will be required to pay SKR and MSHCP mitigation fee. (MM BIO 3)

P34. **(GP) Within thirty (30) days prior to any grading or other land disturbance, a pre-construction survey for Burrowing Owls shall be conducted pursuant to the established guidelines of Multiple Species Habitat Conservation Plan. (MM BIO-1)**

P35. **Any vegetation clearing and ground disturbance should be conducted outside of the nesting season (February 1st through September 15th). If avoidance of the nesting season is not feasible, then a qualified biologist shall conduct a nesting bird survey within 3 days prior to any disturbance of the site. If active nests are identified, the biologist shall establish suitable buffers around the nest, and the buffers shall be avoided until the nests are no longer occupied and the juvenile birds can survive independently from the nests. (MM BIO -2)**

P36. **(GP) Prior to issuance of any grading permit~~s~~, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein. A mitigation monitoring fee, as provided by City ordinance, shall be paid by the applicant within 30 days of project approval. No City permit or approval shall be issued until such fee is paid. (CEQA)**

P37. **(GP) Prior to the issuance of grading permits, the mitigation measures shall be included on the grading plans.**

P38. **The contractor shall comply with SCAQMD's Rule 403 ensuring that all disturbed unpaved roads and disturbed areas within the project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day. (MM Air 1)**

P39. **Feeder trails shall abide by the cross sections included within the City's**

design standards and be shown on the map for all existing connections (i.e. interior streets) linking to the main multi-use trail system. Fences are required on a least one side of all proposed feeder trails within the tract per the PUD guidelines.

P40. **(GP) Prior to issuance of grading permits, landscape plans (trees, shrubs and groundcover) for basins maintained by an HOA or other private entity shall be submitted to the Planning Division for review and approval for the sides and/or slopes. A hydroseed mix w/irrigation is acceptable for the bottom of all the basin areas. All detention basins shall include trees, shrubs and groundcover up to the concreted portion of the basin. A solid decorative wall with pilasters, tubular steel fence with pilasters or other fence or wall approved by the Community & Economic Development Director is required to secure all water quality and detention basins more than 18 inches in depth.**

P41. **(GP) Prior to approval of precise grading plan, final front and street side yard landscape and irrigation plans shall be submitted to the Planning Division for review. The plans shall be prepared in accordance with the City's Municipal Code and landscape specifications, Cactus Avenue Design Guidelines and include required street trees and on site slopes.**

P42. **A separate administrative process (Model Home Complex application or custom home review) is required for approval of the design of the future single-family homes for Tentative Tract Map 36436. Four sided architecture is required per the Cactus Avenue Development Guidelines and the City Municipal Code design guidelines.**

P43. **Prior to approval of a grading plan a detailed trail plan, indicating widths, maximum slopes, physical conditions, fencing, walls in accordance with City standards, shall be reviewed and approved by the Planning Division.**

P44. **(GP) Prior to issuance of grading permits, the developer shall submit perimeter wall/fence and landscaping plans (separate submittals) to the Planning Division for review and approval as follows:**

- **A. A maximum 6 foot high solid decorative block perimeter wall with pilasters and a cap shall be required adjacent to all streets and walkway connection.**
- **B. Any proposed retaining walls shall also be decorative in nature, while the combination of retaining and other walls on top shall not exceed the height requirement except where a Variance is approved.**
- **C. Fencing along the west side of Quincy Channel will include a cable**

fence adjacent to the channel with a vinyl rail fence between the trail and the street landscaping per the Cactus Avenue Development Guidelines.

D. Fencing along the east side of the Quincy Channel adjacent to the residential lots will include a 6 foot tan decorative wall with pilasters and a cap.

E. Fencing around the water quality basins will include solid fencing along property lines adjacent to residential lots and iron or tubular steel fencing with decorative pilasters along street frontages and reverse frontages.

F. Fencing along Brodiaea shall include a 6 foot tan decorative wall with pilasters and a cap on the residential property lines with a vinyl rail fence along the trail adjacent to the parkway per the Cactus Avenue Development Guidelines.

G. Interior lot rear and side fencing will include 5-6 foot tan vinyl fencing per the Cactus Avenue Design Guidelines.

H. Landscape and irrigation plans for areas maintained by the Homeowner's Association shall be submitted to the Planning Division. All landscape plans shall be approved prior to the release of any building permits for the site. The plans shall be prepared in accordance with the City's Landscape Development Guidelines and the Cactus Avenue Development Guidelines.

I. Landscaping is required for the sides and or slopes of all water quality basin and drainage areas, while a hydroseed mix with irrigation is acceptable for the bottom of the basin areas. All detention basins shall include trees, shrubs and groundcover up to the concreted portion of the basin. A solid decorative wall with pilasters adjacent to residential lots, tubular steel fence with pilasters along street frontage and reverse frontage as approved by the Planning Official is required to secure all water quality and detention basins.

J. Front yard landscaping plans shall be submitted for review and approval meeting the guidelines within the Cactus Avenue Development Guidelines and the City Landscape Guidelines.

K. Street trees shall be planted every 40 feet on center throughout the development.

PRIOR TO BUILDING PERMITS

P45. (BP) Prior to issuance of building permits, the Planning Division shall review and approve the location and method of enclosure or screening of transformer cabinets, commercial gas meters and back flow preventers as shown on the final working drawings. Location and screening shall comply with the following criteria: transformer cabinets and commercial gas meters shall not be located within required setbacks and shall be screened from public view either by architectural treatment or landscaping; multiple electrical meters shall be fully enclosed and incorporated into the overall architectural design of the building(s); back-flowpreventers shall be screened by landscaping. (GP Objective 43.30, DG)

P46. (BP) Prior to issuance of building permits or as determined by the City Council Ordinance in place at the time of development, the developer or developer's successor-in-interest shall pay all applicable impact fees, including but not limited to Transportation Uniform Mitigation fees (TUMF), Multi-species Habitat Conservation Plan (MSHCP) mitigation fees, and the City's adopted Development Impact Fees. (Ord)

P47. Prior to the issuance of building permits, the irrigation and landscape plans shall be approved.

P48. Prior to the issuance of building permits, landscape and irrigation plans for areas maintained by the Homeowner's Association shall be submitted to the Planning Division. All landscape plans shall be approved prior to the release of any building permits for the site. The plans shall be prepared in accordance with the City's Landscape Development Guidelines and the Cactus Avenue Design Guidelines. Landscaping is required for the sides and or slopes of all water quality basin and drainage areas, while a hydroseed mix with irrigation is acceptable for the bottom of the basin areas. All detention basins shall include trees, shrubs and groundcover up to the concreted portion of the basin. A solid decorative wall with pilasters, tubular steel fence with pilasters or other fence or wall approved by the Planning Official is required to secure all water quality and detention basins. These reqts should be combined with landscape plan and fence/wall plan COA's

PRIOR TO RECORDATION OF FINAL MAP

P49. (R) Prior to final map recordation any required trail easements shall be provided.

P50. (R) Prior to recordation of the final subdivision map, the developer shall submit for review and approval the following documents to the Planning Division which shall demonstrate that the project will be developed and maintained in accordance with the intent and purpose of the approval:

a. The document to convey title
b. Deed restrictions, easements, or Covenants, Conditions and Restrictions to be recorded

The approved documents shall be recorded at the same time that the subdivision map is recorded. The documents shall contain provisions for general maintenance of the site, open space use restrictions, conservation easements, water quality basins, lighting, landscaping and common area use items such as exercise stations, public seating areas and other recreation facilities. The approved documents shall also contain a provision, which provides that they may not be terminated and/or substantially amended without the consent of the City and the developer's successor-in-interest. (MC 9.14.090)

In addition, the following deed restrictions and disclosures shall be included within the document and grant deed of the properties:

- **The developer and the Cactus Avenue Planned Unit Development and/or homeowners association shall promote the use of native plants and trees and drought tolerant species to the extent feasible.**

- **(R) All lots designated for open space and, or detention basins, shall be dedicated to and maintained by a Homeowners Association (HOA). The HOA shall contract with a private maintenance entity or establish a funding mechanism approved by the City in a maintenance agreement for City maintenance. Language to this effect shall be included and reviewed within the required Covenant Conditions and Restrictions (CC&Rs) prior to the approval of the final map.**

- **All reverse frontage property shall be maintained by a Homeowners Association (HOA) or through a property owner funded landscaping district as maintained by the City. Language to this effect shall be included and reviewed within the required Covenant Conditions and Restrictions (CC&Rs) prior to the approval of the final map.**

- **Maintenance of any and all common facilities.**

- **A conservation easement for lettered lots shall be recorded on the deed of the property and shown on the final map. Said easement shall include access restrictions prohibiting motorized vehicles from these areas except on the maintenance road along the Quincy Channel and the maintenance access driveways of the water quality basins if required per affected agency.**

- **Oleander plants or trees shall be prohibited on open space lots adjacent to multi-use trails.**

PRIOR TO CERTIFICATE OF OCCUPANCY

P51. (CO) Prior to issuance of Certificates of Occupancy or building final, the required landscaping and irrigation shall be installed. (DC 9.03.040)

P52. (CO)Prior to the issuance of Certificates of Occupancy or building final, all required and proposed fences and walls shall be constructed according to the approved plans on file in the Planning Division. (MC 9.080.070).

P53. (BP/CO) Prior to issuance of Certificate of Occupancy or building final, installed landscaping and irrigation shall be inspected by the Planning Division. All on-site and common area landscaping shall be installed in accordance with the City's Landscape Standards and the approved project landscape plans and all site clean-up shall be completed.

Building and Safety Division

B1. The above project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as city ordinances. All new projects shall provide a soils report as well. Plans shall be submitted to the Building and Safety Division as a separate submittal. The 2010 edition of the California Codes became effective for all permits issued after January 1, 2011.

COMMERCIAL, INDUSTRIAL, MULTI-FAMILY PROJECTS INCLUDING CONDOMINIUMS, TOWNHOMES, DUPLEXES AND TRIPLEX BUILDINGS REQUIRE THE FOLLOWING.

B2. Prior to final inspection, all plans will be placed on a CD Rom for reference and

verification. Plans will include "as built" plans, revisions and changes. The CD will also include Title 24 energy calculations, structural calculations and all other pertinent information. It will be the responsibility of the developer and or the building or property owner(s) to bear all costs required for this process. The CD will be presented to the Building and Safety Division for review prior to final inspection and building occupancy. The CD will become the property of the Moreno Valley Building and Safety Division at that time. In addition, a site plan showing the path of travel from public right of way and building to building access with elevations will be required.

B3. (BP) Prior to the issuance of a building permit, the applicant shall submit a properly completed "Waste Management Plan" (WMP), as required, to the Compliance Official (Building Official) as a portion of the building or demolition permit process.

SCHOOL DISTRICT

S1. (BP) Prior to issuance of building permits, the developer shall provide to the Community Development Director a written certification by the affected school district that either: (1) the project has complied with the fee or other exaction levied on the project by the governing board of the district, pursuant to Government Code Section 65996; or (2) the fee or other requirement does not apply to the project.

UNITED STATES POSTAL SERVICE

PO1. (BP) Prior to the issuance of building permits, the developer shall contact the U.S. Postal Service to determine the appropriate type and location of mailboxes.

POLICE DEPARTMENT

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects

Standard Conditions

PD1. Prior to the start of any construction, temporary security fencing shall be erected. The fencing shall be a minimum of six (6) feet high with locking, gated access and shall remain through the duration of construction. Security fencing is required if there is: construction, unsecured structures, unenclosed storage of materials and/or equipment, and/or the condition of the site constitutes a public hazard as determined by the Public Works Department. If security fencing is required, it shall remain in place until the project is completed or the above conditions no longer exist. (DC 9.08.080)

PD2. (GP) Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the following:

a. The name (if applicable) and address of the development.

b. The developer's name, address, and a 24-hour emergency telephone number. (DC 9.08.080)

PD3. (CO) Prior to the issuance of a Certificate of Occupancy, an Emergency Contact information Form for the project shall be completed at the permit counter of the Community Development Department - Building Division for routing to the Police Department. (DC 9.08.080)

CITY OF MORENO VALLEY
CONDITIONS
Case No: PA12-0004 PA12-0005
APN: 478-090-007, 478-090-036, 478-100-009, 478-100-010, 478-100-034
DATE: 10/8/12

FIRE PREVENTION BUREAU

1. **Fire sprinklers shall be required in all the planned residential structures.**
2. **The following Standard Conditions shall apply.**

With respect to the conditions of approval, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.

F2. Single Family Dwellings. Schedule "A" fire prevention approved standard fire hydrants (6" x 4" x 2 ½") located at each intersection of all residential streets and spaced no more than 500 feet apart in any direction, more than 250 feet from any portion of the building as measured along approved emergency vehicular travel ways. Minimum fire flow shall be _1000__GPM for _2_ hours duration of 20 PSI. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, serving one and two-family residential developments, standard fire hydrants shall be provided at spacing not to exceed 1000 feet along the tract boundary for transportation hazards. (CFC 507.3 MVMC 8.36.060).

F3. Maximum cul-de-sac or dead end road length shall not exceed 660 feet. The Fire Chief, based on City street standards, shall determine minimum turning radius for fire apparatus based upon fire apparatus manufacture specifications. (CFC 503.2)

F4. During phased construction, dead end roadways and streets which have not been completed shall have a turn-around capable of accommodating fire apparatus. (CFC 503.2 and 503.2.5)

F5. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)

F6. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)

F7. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less than twenty–four (24) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches. (CFC 503.2.1 and MVMC 8.36.060[E])

F8. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.060[G])

F9. If construction is phased, each phase shall provide an approved emergency vehicular access way for fire protection prior to any building construction. (CFC 501.4)

F10. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3)

F11. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5)

F12. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)

F13. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Fire Prevention Bureau for review. Plans shall:

a) Be signed by a registered civil engineer or a certified fire protection engineer;
b) Contain a Fire Prevention Bureau approval signature block; and
c) Conform to hydrant type, location, spacing of new and existing hydrants and minimum fire flow required as determined by the Fire Prevention Bureau.

After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.

Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 507.5)

F14. Prior to issuance of Certificate of Occupancy or Building Final, “Blue Reflective Markers” shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 509.1)

F15. Prior to issuance of Certificate of Occupancy or Building Final, all residential dwellings shall display street numbers in a prominent location on the street side of the residence in such a position that the numbers are easily visible to approaching emergency vehicles. The numbers shall be located consistently on each dwelling throughout the development. The numerals shall be no less than four (4) inches in height and shall be low voltage lighted fixtures. (CFC 505.1)

F16. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9)

F17. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire alarm system monitored by an approved Underwriters Laboratory listed central station based on a requirement for monitoring the sprinkler system, occupancy or use. Fire alarm panel shall be accessible from exterior of building in an approved location. Plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9 and MVMC 8.36.100)

F18. Prior to issuance of a Certificate of Occupancy or Building Final, a "Knox Box Rapid Entry System" shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Chief. All exterior security emergency access gates shall be electronically operated and be provided with Knox key switches for access by emergency personnel. (CFC 506.1)

F19. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.

F20. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503 and MVMC 8.36.060)

F21. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.060)

F22. Prior to construction, "private" driveways over 150 feet in length shall have a turn-around as determined by the Fire Prevention Bureau capable of accommodating fire apparatus. Driveway grades shall not exceed 12 percent. (CFC 503 and MVMC 8.36.060)

F23. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well

as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.

F24. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14 & CBC Chapter 33)

F25. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 105)

F26. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 105)

F27. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 105)

F28. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.8)

F29. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Chapter 1)

F30. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)

F31. Prior to Certificate of Occupancy all locations where medians are constructed and prohibit vehicular ingress/egress into or away from the site, provisions must be made to construct a median-crossover at all locations determined by the Fire Marshal and the City Engineer. Prior to the construction, design plans will be submitted for review and approval by the City Engineer and all applicable inspections conducted by Land Development Division.

F32. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.

CITY OF MORENO VALLEY
COMMUNITY & ECONOMIC DEVELOPMENT - LAND DEVELOPMENT DIVISION
CONDITIONS OF APPROVAL
PA12-0005 / TTM 36436 – 159 Lot Residential Subdivision
APN 478-100-034, 478-090-007, 478-090-036, 478-100-010, 478-100-009

Note: All Special Conditions are in **Bold** lettering and follow the standard conditions.

COMMUNITY & ECONOMIC DEVELOPMENT – LAND DEVELOPMENT DIVISION

The following are the Community & Economic Development Department – Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Community & Economic Development Department – Land Development Division.

General Conditions

LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City's Municipal Code (MC) and if subdividing land, the Government Code (GC) of the State of California, specifically Sections 66410 through 66499.58, said sections also referred to as the Subdivision Map Act (SMA). (MC 9.14.010)

LD2. (G) If the project involves the subdivision of land, maps may be developed in phases with the approval of the City Engineer. Financial security shall be provided for all improvements associated with each phase of the map. The boundaries of any multiple map increment shall be subject to the approval of the City Engineer. The City Engineer may require the dedication and construction of necessary utilities, streets or other improvements outside the area of any particular map, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public. (MC 9.14.080, GC 66412 and 66462.5)

LD3. (G) It is understood that the tentative map correctly shows all existing easements, traveled ways, and drainage courses, and that their omission may require the map or plans associated with this application to be resubmitted for further consideration. (MC 9.14.040)

LD4. (G) In the event right-of-way or offsite easements are required to construct offsite improvements necessary for the orderly development of the surrounding area to meet the public health and safety needs, the developer shall make a good faith effort to acquire the needed right-of-way in accordance with the Land Development Division's administrative policy. In the event that the developer is unsuccessful, he shall enter into an agreement with the City to acquire the necessary right-of-way or offsite easements and complete the improvements at such time the City acquires the right-of-way or offsite easements which will permit the improvements to be made. The developer shall be responsible for all costs associated with the right-of-way or easement acquisition. (GC 66462.5)

LD5. (G) If improvements associated with this project are not initiated within two years of the date of approval of the Public Improvement Agreement, the City Engineer may require that the improvement cost estimate associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the Public Improvement Agreement or issuance of a permit.

LD6. (G) The developer shall monitor, supervise and control all construction and construction supportive activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:

a. Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.

b. Observance of working hours as stipulated on permits issued by the Public Works Department.

c. The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.

d. All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements shall be adhered to during the grading operations.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

LD7. (G) The developer shall protect downstream properties from damage caused by alteration of drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities, including, but not limited to, modifying existing facilities or by securing a drainage easement. (MC 9.14.110)

LD8. (G) For single family residential subdivisions, all lots shall drain toward the street unless otherwise approved by the City Engineer. Residential lot drainage to the street shall be by side yard swales and include yard drain pipes and inlet grates (or stubbed and capped if area is not yet landscaped) that convey flows to the street in accordance to City Standard No. 303 independent of adjacent lots. No over the sidewalk drainage shall be allowed, all drainage shall be directed to a driveway or drainage devices located outside the right-of-way. (MC 9.14.110)

LD9. (G) A detailed drainage study shall be submitted to the City Engineer for review and approval at the time of any improvement or grading plan submittal. The study shall be prepared by a registered civil engineer and shall include existing and proposed hydrologic conditions. Hydraulic calculations are required for all

drainage control devices and storm drain lines. (MC 9.14.110). Prior to approval of the related improvement or grading plans, the developer shall submit the approved drainage study, on compact disk, in (.pdf) digital format to the Land Development Division of the Community and Economic Development Department.

LD10. (G) Water quality basins designed to meet Water Quality Management Plan (WQMP) requirements for single-family residential development may not be used as a construction best management practice. The water quality basin shall be maintained for the entire duration of project construction and be used to treat runoff from those developed portions of the project. The water quality basin shall be protected from upstream construction related runoff by having proper best management practices in place and maintained. The water quality basin shall be graded per the approved design drawings and once landscaping and irrigation has been installed, it and its maintenance shall be turned over to an established Homeowner's Association. The Homeowner's Association shall enter into an agreement with the City for basin maintenance.

LD11. (G) Prior to final map approval, commencing applicable street improvements, or obtaining the first building permit, the developer shall enter into a Development Impact Fee (DIF) Improvement Credit Agreement to secure credit and reimbursement for the construction of applicable arterial street, traffic signal, and/or interchange improvements. If the developer fails to complete this agreement prior to the timing as specified above, no credits or reimbursements will be given. The applicant shall pay Arterial Streets, Traffic Signals, and Interchange Improvements development impact fees adopted by the City Council by resolution. (Ord. 695 § 1.1 (part), 2005) (MC 3.38.030, .040, .050). **This project may be eligible for development impact fee credits for construction of the outer westbound lane on Cactus Avenue.**

LD12. (G) The final conditions of approval issued by the Planning Division subsequent to Planning Commission approval shall be photographically or electronically placed on mylar sheets and included in the Grading and Street Improvement plan sets on twenty-four (24) inch by thirty-six (36) inch mylar and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field during grading and construction.

<u>Prior to Grading Plan Approval or Grading Permit</u>

LD13. (GPA) Prior to approval of the grading plans, plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD14. (GPA) Prior to approval of grading plans, the developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:

a. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary

drainage area and outlet points. Unless otherwise approved by the City Engineer, lot lines shall be located at the top of slopes.

b. Any grading that creates cut or fill slopes adjacent to the street shall provide erosion control, sight distance control, and slope easements as approved by the City Engineer.

c. A grading permit shall be obtained from the Community and Economic Development Department Land Development Division prior to commencement of any grading outside of the City maintained road right-of-way.

d. All improvement plans are substantially complete and appropriate clearance and at-risk letters are provided to the City. (MC 9.14.030)

e. The developer shall submit a soils and geologic report to the Community and Economic Development Department – Land Development Division. The report shall address the soil's stability and geological conditions of the site.

LD15. (GPA) Prior to grading plan approval, the developer shall select and implement treatment control best management practices (BMPs) that are medium to highly effective for treating Pollutants of Concern (POC) for the project. Projects where National Pollution Discharge Elimination System (NPDES) mandates water quality treatment control best management practices (BMPs) shall be designed per the City of Moreno Valley guidelines or as approved by the City Engineer.

LD16. (GPA) Prior to approval of the grading plans for projects that will result in discharges of storm water associated with construction with a soil disturbance of one or more acres of land, the developer shall submit a Notice of Intent (NOI) and obtain a Waste Discharger's Identification number (WDID#) from the State Water Quality Control Board (SWQCB). The WDID# shall be noted on the grading plans prior to issuance of the first grading permit.

LD17. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall submit two (2) copies of the final project-specific Water Quality Management Plan (WQMP) for review by the City Engineer that :

a. Addresses Site Design Best Management Practices (BMPs) such as minimizing impervious areas, maximizing permeability, minimizes directly connected impervious areas to the City's street and storm drain systems, and conserves natural areas;

b. Incorporates Source Control BMPs and provides a detailed description of their implementation;

c. Incorporates Treatment Control BMPs and provides information regarding design considerations;

d. Describes the long-term operation and maintenance requirements for BMPs requiring maintenance; and

e. Describes the mechanism for funding the long-term operation and maintenance of the BMPs.

A copy of the final WQMP template can be obtained on the City's Website or by contacting the Land Development Division of the Community and Economic Development Department.

LD18. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall record a "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," to provide public notice of the requirement to implement the approved final project-specific WQMP and the maintenance requirements associated with the WQMP.

A boilerplate copy of the "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," can be obtained by contacting the Land Development Division of the Community and Economic Development Department.

LD19. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall secure approval of the final project-specific WQMP from the City Engineer. The final project-specific WQMP shall be submitted at the same time of grading plan submittal. The approved final WQMP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format prior to grading plan approval.

LD20. (GPA) Prior to the grading plan approval, or issuance of a building permit as determined by the City Engineer, the approved final project-specific WQMP shall be incorporated by reference or attached to the project's Storm Water Pollution Prevention Plan as the Post-Construction Management Plan.

LD21. (GPA) Prior to grading plan approval, the developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the state's Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at the project site and be available for review upon request. The SWPPP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format.

LD22. (GPA) Prior to the approval of the grading plans, the developer shall pay applicable remaining grading plan check fees.

LD23. (GPA/MA) Prior to the later of either grading plan or final map approval, resolution of all drainage issues shall be as approved by the City Engineer.

LD24. (GP) Prior to issuance of a grading permit, or building permit when a grading permit is not required, for projects that require a project-specific Water Quality Management Plan (WQMP), a project-specific final WQMP (F-WQMP) shall be approved. Upon approval, a WQMP Identification Number is issued by the Storm Water Management Section and shall be noted on the rough grading plans as confirmation that a project-specific F-WQMP approval has been obtained.

LD25. (GP) Prior to the issuance of a grading permit the developer shall submit recorded slope easements from adjacent landowners in all areas where grading resulting in slopes is proposed to take place outside of the project boundaries. For all other offsite grading, written permission from adjacent property owners shall be submitted.

LD26. (GP) Prior to issuance of a grading permit, if the fee has not already been paid prior to map approval or prior to issuance of a building permit if a grading permit is not required, the developer shall pay Area Drainage Plan (ADP) fees. The developer shall provide a receipt to the City showing that ADP fees have been paid to Riverside County Flood Control and Water Conservation District. (MC 9.14.100)

LD27. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the completion of the grading required as a condition of approval of the project.

LD28. (GP) Prior to issuance of a grading permit, the developer shall pay the applicable grading inspection fees.

Prior to Map Approval or Recordation

LD29. (MA) Prior to approval of the map, the developer shall submit a copy of the Covenants, Conditions and Restrictions (CC&Rs) to the Land Development Division for review and approval. The CC&Rs shall include, but not be limited to, access easements, reciprocal access, private and/or public utility easements as may be relevant to the project. In addition, for single-family residential development, the developer shall submit bylaws and articles of incorporation for review and approval as part of the maintenance agreement for any water quality basin.

LD30. (MA) Prior to approval of the map, all street dedications shall be irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer. All dedications shall be free of all encumbrances as approved by the City Engineer.

LD31. (MA) Prior to approval of the map, security shall be required to be submitted as a guarantee of the completion of the improvements required as a condition of approval of the project. A public improvement agreement will be required to be executed.

LD32. (MA) Prior to approval of the map, the developer shall enter into an agreement with the City and Riverside County Flood Control and Water Conservation District establishing the terms and conditions covering the inspection, operation and maintenance of Master Drainage Plan facilities required to be constructed as part of the project. (MC 9.14.110)

LD33. (MR) Prior to recordation of the map the developer shall comply with the requirements of the City Engineer based on recommendations of the Riverside

County Flood Control District regarding the construction of County Master Plan Facilities. (MC 9.14.110)

LD34. (MR) Prior to recordation of the map, if the developer chooses to construct the project in construction phases, a Construction Phasing Plan for the construction of on-site public and private improvements shall be reviewed and approved by the City Engineer. This approval must be obtained prior to the Developer submitting a Phasing Plan to the California State Department of Real Estate.

LD35. (MR) Prior to recordation of the map, if applicable, the developer shall have all street names approved by the City Engineer. (MC 9.14.090)

LD36. (MR) Prior to recordation of the final map, this project is subject to requirements under the current permit for storm water activities required as part of the National Pollutant Discharge Elimination System **(NPDES)** as mandated by the Federal Clean Water Act. Following are the requirements:

a. Establish a Home Owners Association (HOA) to finance the maintenance of the "Water Quality Ponds/Bio-swales". Any lots which are identified as "Water Quality Ponds/Bio-Swales" shall be owned in fee by the HOA.

b. Dedicate a maintenance easement to the City of Moreno Valley.

c. Execute a maintenance agreement between the City of Moreno Valley and the HOA. The maintenance agreement must be approved by City Council.

d. Establish a trust fund per the terms of the maintenance agreement.

e. Provide a certificate of insurance per the terms of the maintenance agreement.

f. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required continuous operation, maintenance, monitoring system evaluations and enhancements, remediation and/or replacement, all in accordance with Resolution No. 2002-46.

    i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Residential NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process, or

    ii. Establish an endowment to cover future maintenance costs for the Residential NPDES Regulatory Rate Schedule.

g. Notify the Special Districts Division of the intent to record the final map 90 days prior to City Council action authorizing recordation of the final map and the financial option selected. The final option selected shall be in place prior to the issuance of certificate of occupancy. (California Government Code & Municipal Code)

LD37. (MR) Prior to recordation of the Final Map, the Grading Plan (s) and Landscape and Irrigation Plan (s) prepared for the "Water Quality Ponds/Bio-Swales" shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer or other registered/licensed professional as required. The developer, or the developer's successors or assignees shall secure the initials of the Engineering Division Manager or his designee on the mylars prior to the plans being approved by the City Engineer. (MC 9.14.100.C.2)

LD38. (MR) Prior to recordation of the map, the developer shall submit the map, on compact disks, in (.dxf) digital format to the Land Development Division of the Community and Economic Development Department.

Prior to Improvement Plan Approval or Construction Permit

LD39. (IPA) Prior to approval of the improvement plans, the improvement plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD40. (IPA) Prior to approval of the improvement plans, the developer shall submit clearances from all applicable agencies, and pay all outstanding plan check fees. (MC 9.14.210)

LD41. (IPA) All public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer in order for the Public Improvement Agreement and accompanying security to be executed.

LD42. (IPA) Prior to approval of the improvement plans, securities and a public improvement agreement shall be required to be submitted and executed as a guarantee of the completion of the improvements required as a condition of approval of the project.

LD43. (IPA) The street improvement plans shall comply with all applicable City standards and the following design standards throughout this project:

a. Corner cutbacks in conformance with City Standard 208 shall be shown on the final map or, if no map is to be recorded, offered for dedication by separate instrument.

b. Lot access to major thoroughfares shall be restricted except at intersections and approved entrances and shall be so noted on the final map. (MC 9.14.100)

c. The minimum centerline and flow line grades shall be one percent unless otherwise approved by the City Engineer. (MC 9.14.020)

d. All street intersections shall be at ninety (90) degrees plus or minus five (5) degrees per City Standard No. 706A, or as approved by the City Engineer. (MC 9.14.020)

e. All reverse curves shall include a minimum tangent of one hundred (100) feet in length.

LD44. (IPA) Prior to approval of the improvement plans, the plans shall be based upon a centerline profile, extending beyond the project boundaries a minimum distance of 300 feet at a grade and alignment approved by the City Engineer. Design plan and profile information shall include the minimum 300 feet beyond the project boundaries.

LD45. (IPA) Prior to approval of the improvement plans, the plans shall indicate any restrictions on trench repair pavement cuts to reflect the City's moratorium on disturbing newly-constructed pavement less than three years old and recently slurry sealed streets less than one year old. Pavement cuts for trench repairs may be allowed for emergency repairs or as specifically approved in writing by the City Engineer.

LD46. (IPA) Prior to approval of the improvement plans, drainage facilities with sump conditions shall be designed to convey the tributary 100-year storm flows. Secondary emergency escape shall also be provided. (MC 9.14.110)

LD47. (IPA) Prior to the approval of the improvement plans, the hydrology study shall show that the 10-year storm flow will be contained within the curb and the 100-year storm flow shall be contained within the street right-of-way. In addition, one lane in each direction shall not be used to carry surface flows during any storm event for street sections equal to or larger than a minor arterial. When any of these criteria is exceeded, additional drainage facilities shall be installed. (MC 9.14.110 A.2)

LD48. (IPA) The project shall be designed to accept and properly convey all off-site drainage flowing onto or through the site. All storm drain design and improvements shall be subject to review and approval of the City Engineer. In the event that the City Engineer permits the use of streets for drainage purposes, the provisions of the Development Code will apply. Should the quantities exceed the street capacity or the use of streets be prohibited for drainage purposes, as in the case where one travel lane in each direction shall not be used for drainage conveyance for emergency vehicle access on streets classified as minor arterials and greater, the developer shall provide adequate facilities as approved by the Community and Economic Development Department – Land Development Division. (MC 9.14.110)

LD49. (CP) All work performed within the City right-of-way requires a construction permit. As determined by the City Engineer, security may be required for work within the right-of-way. Security shall be in the form of a cash deposit or other approved means. The City Engineer may require the execution of a public improvement agreement as a condition of the issuance of the construction permit. All inspection fees shall be paid prior to issuance of construction permit. (MC 9.14.100)

LD50. (CP) Prior to issuance of a construction permit, all public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer.

LD51. (CP) Prior to issuance of construction permits, the developer shall submit all improvement plans on compact disks, in (.dxf) digital format to the Land Development Division of the Community and Economic Development Department.

LD52. (CP) Prior to issuance of construction permits, the developer shall pay all applicable inspection fees.

Prior to Building Permit

LD53. (BP) Prior to issuance of building permits, if the project involves a residential subdivision, the map shall be recorded (excluding model homes). (MC 9.14.090)

LD54. (BP) Prior to issuance of a building permit (excluding model homes), an approval by the City Engineer is required of the water quality control basin(s). The developer shall provide certification to the line, grade, flow test and system invert elevations.

LD55. (BP) Prior to issuance of a building permit, all pads shall meet pad elevations per approved plans as noted by the setting of "Blue-top" markers installed by a registered land surveyor or licensed engineer.

Prior to Certificate of Occupancy

LD56. (CO) Prior to issuance of the last certificate of occupancy or building final, the developer shall pay all outstanding fees.

LD57. (CO) The City of Moreno Valley has an adopted Development Impact Fee (DIF) nexus study. All projects unless otherwise exempted shall be subject to the payment of the DIF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD58. (CO) The City of Moreno Valley has an adopted area wide Transportation Uniform Mitigation Fee (TUMF). All projects unless otherwise exempted shall be subject to the payment of the TUMF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD59. (CO) Prior to issuance of a certificate of occupancy or building final, the developer shall construct all public improvements in conformance with applicable City standards, except as noted in the Special Conditions, including but not limited to the following applicable improvements:

a. Street improvements including, but not limited to: pavement, base, curb and/or gutter, cross gutters, spandrel, sidewalks, drive approaches, pedestrian ramps, street lights, signing, striping, residential curb drains,

landscaping and irrigation, pavement tapers/transitions and traffic control devices as appropriate.

b. Storm drain facilities including, but not limited to: storm drain pipe, storm drain laterals, open channels, catch basins and local depressions.

c. City-owned utilities.

d. Sewer and water systems including, but not limited to: sanitary sewer, potable water and recycled water.

e. Under grounding of proposed utility lines less than 115,000 volts.

f. Relocation of overhead electrical utility lines including, but not limited to: electrical, cable and telephone.

LD60. (CO) Prior to issuance of a certificate of occupancy or building final, all new utilities shall be placed underground in accordance with City of Moreno Valley ordinances. (MC 9.14.130)

LD61. (CO) Prior to issuance of a certificate of occupancy or building final for residential projects, the last 20% or last 5 units (whichever is greater, unless as otherwise determined by the City Engineer) of any Map Phase, punch list work for improvements and capping of streets in that phase must be completed and approved for acceptance by the City.

LD62. (CO) Prior to issuance of a certificate of occupancy or building final, in order to treat for water quality the sub-area tributary to the basin, the Developer must comply with the following:

a. The water quality basin and all associated treatment control BMPs and all hardware per the approved civil drawing must be constructed, certified and approved by the City Engineer including, but not limited to, piping, forebay, aftbay, trash rack, etc.) Landscape and irrigation plans are not approved for installation at this time.

b. Provide the City with an Engineer's Line and Grade Certification.

c. Perform and pass a flow test per City test procedures.

LD63. (CO) Prior to issuance of a certificate of occupancy or building final for the last 20% of the permitted structures or the last five (5) permitted units (whichever is greater) for any Phase of the development , the Developer shall:

a. Notify City Staff (Land Development Division) prior to construction and installation of all structural BMPs so that an inspection(s) can be performed.

b. Demonstrate that all structural BMPs described in the approved final project-specific WQMP have been constructed and installed in conformance with the approved plans and specifications;

c. Demonstrate that Developer is prepared to implement all non-structural BMPs described in the approved final project-specific WQMP; and

d. Demonstrate that an adequate number of copies of the approved final project-specific WQMP are available for future owners/occupants.

e. Clean and repair the water quality basin, including regrading to approved civil drawing if necessary.

f. Provide City with updated Engineer's Line and Grade Certification.

g. Obtain approval from City to install irrigation and landscaping.

h. Complete installation of irrigation and landscaping.

Prior to Acceptance of Streets into the City Maintained Road System

LD64. (AOS) Aggregate slurry, as defined in Section 203-5 of Standard Specifications for Public Works Construction, may be required just prior to the end of the one-year warranty period of the public streets at the discretion of the City Engineer. If slurry is required, the developer/contractor must provide a slurry mix design submittal for City Engineer approval. The latex additive shall be Ultra Pave 70 (for anionic – per project geotechnical report) or Ultra Pave 65 K (for cationic – per project geotechnical report) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2½) parts to one-hundred (100) parts of emulsion by volume. Any existing striping shall be removed prior to slurry application and replaced per City standards.

SPECIAL CONDITIONS

LD65. This project will be required to obtain all necessary environmental permits/clearances for the extension of the culverts within Quincy Channel under Cactus Avenue and for improvements to the Quincy Channel.

LD66. Prior to rough grading plan approval, the grading plans shall clearly demonstrate that drainage is properly collected and conveyed. The plans shall show all necessary on-site and off-site drainage improvements to properly collect and convey drainage entering, within and leaving the project. This may include, but not be limited to on-site and perimeter drainage improvements to properly convey drainage within and along the project site, and downstream off-site improvements. The developer will be required to obtain the necessary permission for offsite construction, as may be required, for any facilities constructed outside of the public right-of-way. Drainage improvements shall consist of:

a. A reinforced, concrete, trapezoidal channel with 2-foot cut off wall, drain inlets, overside drain per Caltrans Standard D87D or equal, and lateral connections to the master storm drain line in Brodiaea Avenue, on the

north side of Brodiaea Avenue, within public right-of-way, between Wilmot Street and Quincy Channel. Some related offsite grading, outside of the public right-of-way, may be required; permission from property owner to grade onsite may be required.

b. A reinforced, concrete, v-ditch with 1-foot cut off wall and overside drain per Caltrans Standard D87D or equal on the east side of Wilmot Street, within public right-of-way, from Brodiaea Avenue south along project frontage.

c. Moreno Master Drainage Plan Line G-2 within public right-of-way in Brodiaea Avenue from approximately 350 feet west of Wilmot Street to Quincy Channel.

d. Moreno Master Drainage Plan Line G-3 within public right-of-way in Cactus Avenue, along project frontage from the project's east property line (at its intersection with Cactus Avenue) to Quincy Channel.

e. Moreno Master Drainage Plan Line G (Quincy Channel) between Brodiaea Avenue and Cactus Avenue including maintenance access road constructed per Riverside County Flood Control and Water Conservation District standards. Channel improvements consist of three-foot thick ¼ ton rip rap, backing and mirafi fabric, and 4-foot cut off walls on both sides of the channel. Improvements also include the extension of existing culverts underneath Cactus Avenue to meet proposed Quincy Channel improvements. The final drainage study shall analyze the capacity of the existing culverts. Additional culverts may be required if the existing culverts do not have adequate capacity to convey 100-year storm channel flows underneath Cactus Avenue.

f. Moreno Master Drainage Plan Line F-4 within public right-of-way in Cactus Avenue from the project's west property line to McCloud, approximately 250 feet west of the project's west property line or further west as may be required to its connection to the existing 36-inch diameter portion of Line F-4 located approximately 1,000 feet west of the project's west property line. The developer will be required to perform trench repairs per City standards including grind and overlay of existing pavement of at least one travel lane over the proposed storm drain.

LD67. Prior to rough grading plan approval, the developer shall secure any off-site drainage easements or permission to grade offsite, for any work that may occur outside of the project and public right-of-way boundaries, from the off-site property owner(s) to ensure the proper drainage for this project. This may include, but is not limited to, permission to grade offsite for the construction of the offsite concrete, reinforced, trapezoidal channel on the north side of Brodiaea Avenue between Wilmot Street and Quincy Channel, and the offsite concrete, reinforced v-ditch on the east side of Wilmot Street from Brodiaea Avenue south along the project frontage.

LD68. Prior to rough grading plan approval, the grading plans shall clearly demonstrate, with detail, the proper function and design of the water quality basins, Lots "AA" and "BB" shown on the tentative tract map. The design of the basins shall conform to City guidelines as found on the City's website. The water quality basin design, including inlet, outlet, overflow, maintenance access locations, shall be designed per the approval of the City engineer.

LD69. Prior to rough grading plan approval, the plan shall clearly show the extent of all existing easements on the property. A note shall be placed on the plan stating that existing easements across identified residential lots shall be vacated prior to approval of the precise grading plan and issuance of a building permit for those lots.

LD70. Prior to rough grading plan approval, written permission must be obtained from off-site property owner(s) for all off-site slope grading along the west, east, and upper south tract boundaries. Alternatively, retaining walls as approved by the Planning and Building & Safety Divisions may be proposed along the project boundary in case written permission for offsite slope grading cannot be obtained from adjacent property owners.

LD71. Prior to precise grading plan approval, existing easements that conflict with proposed building locations on certain lots identified on the plans, shall be vacated. These easements include: an easement in favor of Cactus Ranch, LLC for slope and temporary construction purposes recorded December 2, 2003 as Instrument No. 2003-942813, an easement in favor of Cactus Ranch, LLC for road and maintenance purposes recorded June 30, 2004 as Instrument No. 2004-0507104, an easement in favor of Eastern Municipal Water District for sewage transmission and incidental purposes recorded February 10, 2005 as Instrument No. 2005-0115848, and an easement in favor of Southern California Gas Company for facilities, ingress and egress recorded December 11, 2006 as Instrument No. 2006-0907731. The vacation of the Eastern Municipal Water District (EMWD) easement may be deferred, as approved by the City Engineer, until prior to building permit or until such time the facility within the easement is relocated within a proposed public street. Therefore, the EMWD easement may need to be vacated separately, after the final map records.

LD72. Prior to any grading plan approval, the plans shall clearly show that any slope near the public right-of-way has a minimum set-back area at 2% maximum of 2 feet before the start of the top or toe of slope. For areas with curb-separated sidewalk with back of walk (BOW) outside of the R/W, the 2-foot flat area shall be measured from BOW. This includes, but is not limited to, the proposed slope along Cactus Avenue.

LD73. Prior to issuance of building permits, the precise grading plan shall be approved and the final map recorded. No building permits for Lots 14- 15, 32, 34- 35, and 43 – 45, as shown on the tentative tract map dated 10/19/12 shall be issued until the Eastern Municipal Water District (EMWD) sewer is relocated to a proposed public street. The EMWD easement may need to be vacated separately, after the final map records.

LD74. Prior to approval of the final map, the map shall show the following:

a. **A 4-foot street right-of-way dedication on the north side of Cactus Avenue along the project south frontage to ensure a centerline to north right-of-way distance of 44 feet for a Minor Arterial, City Standard 105A.**

b. **A 7-foot street right-of-way vacation on the south side of Brodiaea Avenue along the project north frontage to ensure a centerline to south right-of-way distance of 33 feet for a Residential Collector, City Standard 107.**

c. **A 3-foot street right-of-way dedication on the west side of Wilmot Street along the project east frontage to ensure a centerline to west right-of-way distance of 33 feet for a Residential Collector, City Standard 107.**

d. **Sufficient right-of-way for a temporary cul-de-sac bulb at the end of Wilmot Street per City Standard 123.**

e. **A varying width street right-of-way dedication (44 feet to 51 feet) for a General Local Street, City Standard 108A Modified for Street "A", as shown on the tentative tract map dated 10/19/12.**

f. **The appropriate street right-of-way dedications within the subdivision to ensure a right-of-way distance of 60 feet for a General Local Street, City Standard 108A, for Streets "B", "D", "H", "J", "L" and portions of Streets "C", "E", "F", "K", as shown on the tentative tract map dated 10/19/12.**

g. **The appropriate street right-of-way dedications within the subdivision to ensure a right-of-way distance of 56 feet for a Short Local Street, City Standard 108B, for Streets "G", "I", "M" and portions of Streets "C", "E", "F", "K", as shown on the tentative tract map dated 10/19/12.**

h. **A 2-foot pedestrian access easement beyond the Cactus Avenue north street right-of-way for that portion of curb separated sidewalk, located outside of the proposed public right-of-way.**

i. **Public access and maintenance easements, 6 feet wide, following the alignment of the access sidewalk, within Lots W, X, and Y for a proposed sidewalk connection between the end of cul-de-sac Streets "F", "I", and "K" to the proposed Brodiaea Avenue multi-purpose trail. The landscaping and other improvements within Lots W, X, and Y shall be maintained by a Homeowner's Association.**

j. **A 12-foot wide multi-purpose trail easement on the south side of Brodiaea Avenue, east of Quincy Channel along the subdivision's north frontage.**

k. Landscape and water quality basin lots (Lots AA and BB) as shown on the tentative tract map dated 10/19/12 and a lot (Lot Z) over Quincy Channel dedicated to the public for future conveyance to Riverside County Flood Control & Water Conservation District.

l. A maintenance access easement on the north side of Cactus Avenue at the Quincy Channel crossing, granted to the City of Moreno Valley to allow the City future maintenance of the box culverts crossing Cactus Avenue.

m. Corner cutbacks per City Standard 208 at proposed subdivision street intersections with Cactus Avenue, Brodiaea Avenue, and Wilmot Street as well as at the southwest corner of Brodiaea Avenue and Wilmot Street.

n. The 60-foot wide street right-of-way vacation of Quincy Street between Brodiaea Avenue and Cactus Avenue.

LD75. Prior to final map approval, the Developer shall guarantee the construction of the following improvements by entering into a public improvement agreement and posting security. The improvements shall be completed prior to occupancy of the first building or at a timing otherwise identified on an approved phasing plan, or as otherwise determined by the City Engineer.

a. Cactus Avenue, Minor Arterial, City Standard 105A (88-foot RW / 64-foot CC) shall be constructed to half-width plus an additional 18 feet south of the centerline, along the project's south frontage. A 4-foot right-of-way dedication on the north side of the street, along the project's south property line, shall be made on the final map. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, cross gutter, spandrel, curb separated sidewalk, pedestrian access ramps, pedestrian crossing traffic control device for proposed street crossing at the Street "A" intersection, 5-foot high wrought iron fence behind existing south side curb extending 100 feet immediately west of the proposed crosswalk crossing, driveway approaches for water quality basin and Quincy Channel maintenance access, culvert extensions and as may be required, additional culverts, storm drain pipe, catch basin, local depression, any necessary offsite improvement transition/joins to existing, streetlights, and dry and wet utilities. The culverts underneath Cactus Avenue within Quincy Channel will need to be extended. Additional culverts may be required if the existing culverts do not have adequate capacity to convey 100-year storm channel flows underneath Cactus Avenue. A maintenance access easement granted to the City of Moreno Valley is required to allow the City future maintenance of the culverts.

b. Brodiaea Avenue, Collector, City Standard 107 Modified (66-foot RW / 44-foot CC) shall be constructed to half-width plus an additional 12 feet north of the centerline, along the project's north frontage. A 7-foot right-of-way vacation on the south side of the street, along the project's

north property line, shall be made on the final map. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, multi-purpose trail, pedestrian access ramps, driveway approaches for Quincy Channel maintenance access, catch basin, local depression, concrete trapezoidal channel with drainage appurtenances along the north side of the street, any necessary offsite improvement transition/joins to existing, streetlights, asphalt concrete berm on the north side of the street at proposed pavement edge, dry and wet utilities, and relocation of an existing power pole located at the southwest corner of Brodiaea Avenue and Wilmot Street. Sidewalk connections between the end of cul-de-sac Streets "F", "I", and "K" to the proposed Brodiaea Avenue multi-purpose trail shall be constructed and located within pedestrian access easements. Existing residence driveway, just west of Wilmot Street, on the north side of Brodiaea Avenue will require extension to the proposed edge of pavement. An existing power pole located at the southwest corner of Brodiaea Avenue and Wilmot Street shall be relocated outside of the proposed curb return intersection improvement.

c. Wilmot Street, Collector, City Standard 107 (66-foot RW / 44-foot CC) shall be constructed to half-width plus an additional 12 feet east of the centerline, along project frontage with a cul-de-sac bulb at its terminus. A 3-foot right-of-way dedication on the west side of the street, along the project's east property line, shall be made on the final map. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, drainage structures, concrete v-ditch with drainage appurtenances along the east side of the street, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, asphalt concrete berm on the east side of the street at proposed pavement edge, and dry and wet utilities. A reinforced, concrete v-ditch with cut off walls on both sides along the east side of the street and replacement of a culvert under Brodiaea Avenue shall be constructed. Existing residence driveway on the east side of Wilmot Street, just north of Brodiaea Avenue, will require extension to the proposed edge of pavement.

d. Street "A" General Local Street Modified (Varying Width RW from 44 feet to 51 feet) shall be constructed to full-width, within the tract's boundary, as shown on the tentative tract map. The appropriate right-of-way dedications shall be shown on the final map. Street "A" shall include parking bays located at each of the three street connections to Street "A". A direct pedestrian connection will be made to the Quincy Channel multi-purpose trail at each of these three intersections. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, any necessary drainage structures including catch basins, local depressions, storm drain laterals and storm drains, streetlights, pedestrian ramps, and dry and wet utilities.

e. Streets "B", "D", "H", "J", "L" and portions of Streets "C", "E", "F", "K" General Local Street, City Standard 108A (60-foot RW / 40-foot CC) shall

be constructed to full-width, within the tract's boundary, as shown on the tentative tract map dated 10/19/12. The appropriate right-of-way dedications shall be shown on the final map. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, any necessary drainage structures including catch basins, local depressions, storm drain laterals and storm drains, streetlights, pedestrian ramps, and dry and wet utilities.

f. Streets "G", "I", "M" and portions of Streets "C", "E", "F", "K" Short Local Street, City Standard 108B (56-foot RW / 36-foot CC) shall be constructed to full-width, within the tract's boundary, as shown on the tentative tract map dated 10/19/12. The appropriate right-of-way dedications shall be shown on the final map. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, any necessary drainage structures including catch basins, local depressions, storm drain laterals and storm drains, streetlights, pedestrian ramps, and dry and wet utilities.

g. Pavement core samples of existing pavement may be taken and findings submitted to the City for review and consideration of pavement improvements. The City will determine the adequacy of the existing pavement structural section. If the existing pavement structural section is found to be adequate, the developer may still be required to perform a one-tenth inch grind and overlay or slurry seal depending on the severity of existing pavement cracking, as required by the City Engineer. If the existing pavement section is found to be inadequate, the Developer shall replace the pavement to meet or exceed the City's pavement structural section standard.

h. It will be necessary for the developer to extend existing driveways along the north side of Brodiaea Avenue and the east side of Wilmot Street to proposed pavement edge. It may be necessary for the developer to grade or construct on private property in which case the developer will be required to obtain right-of-entry.

i. A multi-purpose trail on the south side of Brodiaea Avenue, 12-foot wide, (east of Quincy Channel) and on the west side of Quincy Channel, 16-foot wide, per City Standard 217C.

j. A reinforced, concrete, trapezoidal channel with 2-foot cut off wall, drain inlets per RCFC&WCD standards or equal, overside drains per Caltrans Standard D87D or equal, and lateral connections to the master storm drain line in Brodiaea Avenue, on the north side of Brodiaea Avenue, within public right-of-way, between Wilmot Street and Quincy Channel. Some related offsite grading, outside of the public right-of-way, may be required; if so, permission from property owner to grade onsite is required.

k. A reinforced, concrete, v-ditch with 1-foot cut off wall on the east side of Wilmot Street with overside drains per Caltrans Standard D87D or

equal, within public right-of-way, from Brodiaea Avenue south along project frontage.

l. Moreno Master Drainage Plan Line G-2 within public right-of-way in Brodiaea Avenue from approximately 350 feet west of Wilmot Street to Quincy Channel.

m. Moreno Master Drainage Plan Line G-3 within public right-of-way in Cactus Avenue, along project frontage from the project's east property line (at its intersection with Cactus Avenue) to Quincy Channel.

n. Moreno Master Drainage Plan Line G (Quincy Channel) between Brodiaea Avenue and Cactus Avenue including maintenance access road constructed per Riverside County Flood Control and Water Conservation District standards. A multi-purpose trail along the west side of Quincy Channel (east side of Street "A") is proposed. The trail along Quincy Channel will connect to the existing Cactus Avenue trail located on the south side of Cactus Avenue and to the proposed Brodiaea Avenue trail located on the south side of Brodiaea Avenue. The culverts underneath Cactus Avenue within Quincy Channel will need to be extended. Additional culverts may be required if the existing culverts do not have adequate capacity to convey 100-year storm channel flows underneath Cactus Avenue. A maintenance access easement granted to the City of Moreno Valley is required to allow the City future maintenance of the culverts.

o. Moreno Master Drainage Plan Line F-4 within public right-of-way in Cactus Avenue from the project's west property line to McCloud, approximately 250 feet west of the project's west property line or as may be required as determined by the City Engineer and Riverside County Flood Control and Water Conservation District to its connection to the existing 36-inch diameter portion of Line F-4 located approximately 1,000 feet west of the project's west property line. The developer will be required to perform trench repairs per City standards including grind and overlay of existing pavement of at least one travel lane over the proposed storm drain.

p. The culverts underneath Cactus Avenue within Quincy Channel will need to be extended. Additional culverts may be required if the existing culverts do not have adequate capacity to convey 100-year storm channel flows underneath Cactus Avenue. A maintenance access easement granted to the City of Moreno Valley is required to allow the City future maintenance of the culverts.

q. A full-width culvert crossing on Brodiaea Avenue over the Quincy Channel will be required to be constructed. Brodiaea Avenue shall accommodate a multi-use trail on the south side. A concrete trapezoidal channel shall be constructed on the north side of the street to capture northerly offsite flows. A multi-use trail shall be constructed on the south side of the street which will be located southerly of the existing power poles which carry high voltage overhead power lines.

LD76. Applicant shall submit Preliminary Water Quality Management Plan (P-WQMP) approval documents consisting of two Applicant-signed and notarized documents (both originals) that are also wet-stamped and signed by a California Registered Civil Engineer. Owner certification and notarization must be dated the day of, or more recent from, P-WQMP document preparation date of September 19, 2012.

LD77. Coordination with the City of Moreno Valley, Land Development Division, is required for acceptance of the access ramps to the filter media in both Basin AA and Basin BB. Access ramps provided include 90° and/or 180° turns that may not be accessible to certain maintenance vehicles.

LD78. In the Final WQMP, all water quality basin fore and aft bays shall be shown on the WQMP Exhibit and their design volumes shall be calculated based on the current Guidance document worksheets or Riverside County Flood Control and Water Conservation District's (RCFC&WCD's) Design Handbook for Low Impact Development Best Management Practices, dated September 2011 or later.

LD79. In the Final WQMP, sand filters within the water quality basins shall be designed using the approved final worksheets contained in the RCFC&WCD's Design Handbook for Low Impact Development Best Management Practices, dated September 2011 or later. At a minimum, the filter surface area shall meet the equation: VBMP ÷ 18.

LD80. The Applicant shall select and implement treatment control BMPs that are medium to highly effective for treating Pollutants of Concern (POC) for the project. POC include project pollutants associated with a 303(d) listing or a TMDL for receiving waters. Project POC include: nutrients, oxygen demanding substances, and pathogens (bacteria and viruses). Exhibit C of the document, "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006 shall be consulted for determining the effectiveness of proposed treatment BMPs.

LD81. Overall, the proposed treatment control concept is accepted as the conceptual treatment control BMP for the proposed site. The Applicant has proposed to incorporate the use of two water quality basins with sand filters. Final design details and appropriate filter calculations for the basins must be provided in the first submittal of the Final WQMP. The size of the treatment control BMPs are to be determined using the procedures set forth in Exhibit C of the Riverside County Guidance Document. The Applicant acknowledges that more area than currently shown on the plans may be required to treat site runoff as required by the WQMP guidance.

LD82. The Applicant shall substantiate the applicable Hydrologic Condition of Concern (HCOC) (WQMP Section IV) in the Final WQMP. The HCOC designates that the project will comply with Condition A; therefore, the condition must be addressed in the Final WQMP.

LD83. The Applicant shall, prior to building or grading permit closeout or the issuance of a certificate of occupancy, demonstrate:

a. That all structural BMPs have been constructed and installed in conformance with the approved plans and specifications;

b. That all structural BMPs described in the Final WQMP have been implemented in accordance with approved plans and specifications;

c. That the applicant is prepared to implement all non-structural BMPs included in the F-WQMP, conditions of approval, and building/grading permit conditions; and

d. That an adequate number of copies of the approved Final WQMP are available for the future owners/occupants of the project.

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL
Case No: PA12-0004 (CUP for a PUD) and PA12-0005 (TTM 36436)
APNs: 478-090-007, 478-090-036, 478-100-009, 478-100-010, and 478-100-034
10.22.12 Revised

PUBLIC WORKS DEPARTMENT

Special Districts Division

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Special Districts' Conditions of Approval for project **PA12-0005**; this project shall be completed at no cost to any Government Agency. All questions regarding Special Districts' Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Special Districts Division of the Public Works Department 951.413.3480.

General Conditions

SD-1 The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks & Community Services) and C (Arterial Street Lighting). All assessable parcels therein shall be subject to annual Zone A and Zone C charges for operations and capital improvements.

SD-2 *Plans for parkway, median, slope, and/or open space landscape areas designated on the tentative map or in these Conditions of Approval for incorporation into Moreno Valley Community Services District **Zone D**, shall be prepared and submitted in accordance with the *City of Moreno Valley Public Works Department Landscape Design Guidelines*. Contact the Special Districts Division of the Public Works Department to obtain copies of this document.

SD-3 *In the event the Moreno Valley Community Services District determines that funds authorized by Proposition 218 mail ballot proceeding are insufficient to meet the costs for parkway, slope, and/or open space maintenance and utility charges (**Zone D**), the District shall have the right, at its option, to terminate the grant of any or all parkway, slope, and/or open space maintenance easements. This power of termination, should it be exercised, shall be exercised in the manner provided by law to quit claim and abandon the property so conveyed to the District, and to revert to the developer or the developer's successors in interest, all rights, title,

and interest in said parkway, slope, and/or open space areas, including but not limited to responsibility for perpetual maintenance of said areas.

SD-4 *The developer, or the developer's successors or assignees shall be responsible for all parkway and/ or median landscape maintenance for a period of one (1) year as per the *City of Moreno Valley Public Works Department Landscape Design Guidelines,* or until such time as the District accepts maintenance responsibilities.

SD-5 Any damage to existing landscape areas maintained by the Moreno Valley Community Services District due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the Moreno Valley Community Services District.

SD-6 *Plan check fees for review of parkway/median landscape plans for improvements that shall be maintained by the Moreno Valley Community Services District are due upon the first plan submittal. (MC 3.32.040)

SD-7 *Inspection fees for the monitoring of landscape installation associated with Moreno Valley Community Services District maintained parkways/medians are due prior to the required pre-construction meeting. (MC 3.32.040)

SD-8 Streetlight Authorization forms, for all streetlights that are conditioned to be installed as part of this project, must be submitted to the Special Districts Division for approval, prior to streetlight installation. The Streetlight Authorization form can be obtained from the utility company providing electric service to the project, either Moreno Valley Utility or Southern California Edison.

Prior to Recordation of Final Map

SD-9 (R) This project has been conditioned to provide a funding source for the continued maintenance, enhancement, and or retrofit of parks, open spaces, linear parks, and/or trail systems. In order for the Developer to meet the financial responsibilities to fund the defined maintenance, one of the options as outlined below shall be selected. The Developer must notify Special Districts of intent to record final map 90 days prior to City Council action authorizing recordation of the map and the financial option selected to fund the continued maintenance.

a. Participate in a special election for annexation into **Community Facilities District No. 1**; or
b. Establish an endowment to cover future maintenance costs for new neighborhood parks.

Annexation to CFD No. 1 shall be completed <u>or</u> proof of payment to establish the endowment shall be provided prior to the issuance of the first building permit for this project.

SD-10 (R) This project has been identified to be included in the formation of a Community Facilities District (Mello-Roos) for **Public Safety** services, including but not limited to Police, Fire Protection, Paramedic Services, Park Rangers, and Animal Control services. The property owner(s) shall not protest the formation; however, they retain the right to object to the rate and method of maximum special tax. In compliance with Proposition 218, the developer shall agree to approve the mail ballot proceeding (special election) for either formation of the CFD or annexation into an existing district that may already be established. The Developer must notify Special Districts of intent to record final map 90 days prior to City Council action authorizing recordation of the map. (California Government Code)

SD-11 (R) This project is conditioned to provide a funding source for the capital improvements, energy charges, and maintenance for residential street lighting. In order for the Developer to meet the financial responsibility to maintain the defined service, one of the options as outlined below shall be selected. The Developer must notify Special Districts of intent to record final map 90 days prior to City Council action authorizing recordation of the map and the financial option selected to fund the continued maintenance.

a. Participate in a ballot proceeding for **residential street lighting** and pay all associated costs with the ballot process and formation costs, if any. Financing may be structured through a Community Services District zone, Community Facilities District, Landscape and Lighting Maintenance District, or other financing structure as determined by the city; or
b. Establish a Home Owners Association (HOA) to maintain the residential streetlights; or
c. Establish an endowment to cover future maintenance costs for the residential streetlights.

The financial option selected shall be in place prior to the issuance of the first building permit.

SD-12 (R) This project is conditioned to install and maintain parkway/median landscape. The Developer's responsibility is to provide a funding source for the capital improvements and the continued maintenance of the landscaped area. In order for the Developer to meet the financial

responsibility to maintain the defined services, one of the options as outlined below shall be selected. The Developer must notify Special Districts of intent to record final map 90 days prior to City Council action authorizing recordation of the map and the financial option selected to fund the continued maintenance.

a. Participate in a ballot proceeding for **standard/extensive landscape** program maintenance and pay all associated costs with the ballot process and formation costs, if any. Financing may be structured through a Community Services District zone, Community Facilities District, Landscape and Lighting Maintenance District, or other financing structure as determined by the city; or
b. Establish a Home Owners Association (HOA) to maintain the landscaped area; or
c. Establish an endowment to cover the future landscape program maintenance costs of the landscaped area.

The financial option selected shall be in place prior to the issuance of the first building permit.

SD-13 *Residential* (R) If Land Development, a Division of the Community and Economic Development Department, requires this project to supply a funding source necessary to provide, but not limited to, stormwater utilities services for the required continuous operation, maintenance, monitoring, system evaluations and enhancements, remediation and/or replacement, the developer must notify Special Districts of intent to record final map 90 days prior to City Council action authorizing recordation of the map and the financial option selected to fund the continued maintenance. (California Government Code)

SD-14 (R) Prior to recordation of the final map, the developer, or the developer's successors or assignees, shall record with the County Recorder's Office a **Covenant of Assessments** for each assessable parcel therein, whereby the developer covenants the existence of the Moreno Valley Community Services District, its established benefit zones, and that said parcel(s) is (are) liable for payment of annual benefit zone charges and the appropriate National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate schedule when due. A copy of the recorded Covenant of Assessments shall be submitted to the Special Districts Division. For a copy of the Covenant of Assessments form, please contact Special Districts, phone 951.413.3480.

SD-15 *(R) Easements for reverse frontage parkway and slope landscape areas abutting **Cactus Ave.** and **Brodiaea Ave.** shall be **6ft** or to top of parkway

facing slope or to face of perimeter tract wall, whichever is greater. Easements shall be dedicated to the City Moreno Valley for landscape maintenance purposes, and shall be depicted on the final map, and an offer of their dedication made thereon.

SD-16 *(R) All necessary documents to convey to the District any required easements for parkway and/or slope maintenance as specified on the tentative map or in these Conditions of Approval shall be submitted by the developer prior to the recordation of the final map.

Prior to Building Permit Issuance

SD-17 (BP) This project has been identified to be included in the formation of a Map Act Area of Benefit Special District for the construction of **major thoroughfares and/or freeway** improvements. The property owner(s) shall participate in such District, and pay any special tax, assessment, or fee levied upon the project property for such District. At the time of the public hearing to consider formation of the district, the property owner(s) will not protest the formation, but the property owners(s) will retain the right to object if any eventual assessment is not equitable, that is, if the financial burden of the assessment is not reasonably proportionate to the benefit which the affected property obtains from the improvements which are to be installed. (Street & Highway Code, GP Objective 2.14.2, MC 9.14.100)

SD-18 (BP) Prior to the issuance of the first building permit for this project, the developer shall pay Advanced Energy fees for all applicable Zone B (Residential Street Lighting) and/or Zone C (Arterial Street Lighting and Intersection Lighting) streetlights required for this development. Payment shall be made to the City of Moreno Valley, as collected by the Land Development Division, based upon the Advanced Energy fee rate in place at the time of payment, as set forth in the current Listing of City Fees, Charges and Rates, as adopted by City Council.

The developer shall provide a receipt to the Special Districts Division showing that the Advanced Energy fees have been paid in full for the number of streetlights to be accepted into the CSD Zone B and/or Zone C programs. Any change in the project which may increase the number of streetlights to be installed will require payment of additional Advanced Energy fees at the then current fee.

SD-19 *(BP) Final median, parkway, slope, and/or open space landscape/irrigation plans for those areas designated on the tentative map or in these Conditions of Approval for inclusion into Community Services District shall be reviewed and approved by the Community and Economic

Development Department–Planning Division, and the Public Works Department–Special Districts and Transportation Divisions prior to the issuance of the first Building Permit.

SD-20 *(BP) Parkway and/or median landscaping specified in the tentative map or in these Conditions of Approval shall be constructed prior to the issuance of 25% (or 40) of the dwelling permits for this tract or 12 months from the issuance of the first dwelling permit, which ever comes first. In cases where a phasing plan is submitted, the actual percentage of dwelling permits issued prior to the completion of the landscaping shall be subject to the review of the construction phasing plan.

Prior to Certificate of Occupancy

SD-21 *(CO) Landscape and irrigation plans for parkway, median, slope, and/or open space landscape areas designated for incorporation into Moreno Valley Community Services District shall be placed on compact disk (CD) in pdf format. The CD shall include "As Built" plans, revisions, and changes. The CD will become the property of the City of Moreno Valley and the Moreno Valley Community Services District.

*** These conditions will apply if the developer elects to have the CSD maintain the parkway landscaping that is required to be installed as a result of this development.**

MORENO VALLEY
WHERE DREAMS SOAR

Public Works
Transportation Engineering Division

MEMORANDUM

To: Julia Descoteaux, Associate Planner

From: Michael Lloyd, Senior Engineer

Date: November 21, 2012

Subject: **Conditions of Approval for PA12-0004/0005** – Conditional Use Permit and Tentative Tract Map 36436 for 159 single family residential units in a Planned Unit Development located at Cactus Avenue and Quincy Street.

Attached are the Transportation Engineering Conditions of approval for the subject project.

CITY OF MORENO VALLEY

CONDITIONS OF APPROVAL
PA12-0004/0005

Conditional Use Permit and Tentative Tract Map 36436 for 159 single family residential units in a Planned Unit Development located at Cactus Avenue and Quincy Street.

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

Transportation Engineering Division – Conditions of Approval

Based on the information contained in our standard review process we recommend the following conditions of approval be placed on this project:

GENERAL CONDITIONS

TE1. Conditions of approval may be modified if project is phased or altered from any approved plans.

TE2. Cactus Avenue is designated as a Minor Arterial (88'RW/64'CC). Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility.

TE3. Brodiaea Avenue is designated as a Collector (66'RW/44'CC) per City Standard Plan No. 107. Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility.

TE4. Wilmot Street is designated as a Collector (66'RW/44'CC) per City Standard Plan No. 107. Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility.

TE5. Street "A" is designated as a modified Local Street (56'RW/36'CC) per City Standard Plan No. 108A. Any improvements undertaken by this project shall be consistent with the City's standards for this facility or as approved by the City Engineer. A landscaped, raised median shall be installed on the north leg of the Street "A" and Cactus Avenue intersection such that the pedestrian crosswalk is not obstructed and sight distance is not obscured.

PRIOR TO IMPROVEMENT PLAN APPROVAL OR CONSTRUCTION PERMIT

TE6. The driveways in public right of way shall conform to Section 9.11.080, and Table 9.11.080-14 of the City's Development Code - Design Guidelines, and City Standard Plan No. 117.

TE7. Sight distance at driveways and on streets shall conform to City of Moreno Valley Standard No. 125A, B, C at the time of preparation of final grading, landscape, and street improvements.

TE8. Prior to the final approval of the street improvement plans, a signing and striping plan shall be prepared per City of Moreno Valley Standard Plans - Section 4 for all streets. **The signing and striping plan shall include enhanced pedestrian crossings to the satisfaction of the City Traffic Engineer for the following locations:**

- **Cactus Avenue at Street "A" (location will include beacons to the satisfaction of the City Traffic Engineer)**
- **Street "A" at Arabesque Lane.**

TE9. Prior to issuance of a construction permit, construction traffic control plans prepared by a qualified, Registered Civil or Traffic engineer may be required.

PRIOR TO CERTIFICATE OF OCCUPANCY OR BUILDING FINAL

TE10. (CO) Prior to issuance of a certificate of occupancy, all approved signing and striping shall be installed per current City Standards and the approved plans.

TE11. (CO) Prior to the issuance of a certificate of occupancy, the project applicant shall construct the improvements identified in TE8. Construction shall be completed per the approved plans and coordinated with the street improvements.

TE12. (CO) Prior to the issuance of the final certificate of occupancy, the City Traffic Engineer shall review traffic operations at that time for Arborglenn Drive, Wilmot Street, and Brodiaea Avenue. If the City Traffic Engineer finds that traffic calming measures are needed due to project related traffic, then the project applicant shall design and install traffic calming measures at the direction and to the satisfaction of the City Traffic Engineer prior to the final certificate of occupancy.

PRIOR TO ACCEPTANCE OF STREETS INTO THE CITY-MAINTAINED ROAD SYSTEM

TE13. Prior to the acceptance of streets into the City-maintained road system, all approved traffic control and signing and striping shall be installed per current City Standards and the approved plans.

CITY OF MORENO VALLEY
FINAL CONDITIONS OF APPROVAL FOR TTM 36436
Case No. PA12-0004 & PA12-0005

PARKS AND COMMUNITY SERVICES DEPARTMENT

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Parks and Community Services Department Conditions of Approval for projects **PA12-0004 and PA12-0005**. This project shall be completed at no cost to any Government Agency. All questions regarding Parks and Community Services Department Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Parks and Community Services Department 951.413.3163. The applicant is fully responsible for communicating with the Parks and Community Services Department project manager regarding the conditions.

PCS-1 SPECIFIC CONDITIONS OF APPROVAL

PR-1 Per the General Plan, Multi-use trails are designated for Tract 36436. The trails shall be located on the south side of Brodiaea Avenue (Trail 'A') and on the west side of the Quincy Channel (Trail 'B'). The trail shall conform to the City of Moreno Valley Parks and Recreation Department "Park Specification Guide", "Trail Specification Guide", "City of Moreno Valley Standard Plans", and connect with adjacent trails. The developer shall comply with the following:

a. The gross width of Trail 'A' shall be minimum 11', incorporating concrete curb, PVC trail fencing and stabilized decomposed granite. The trail shall be shown as an easement from the newly formed HOA, on the Map.

b. The gross width of the Trail 'B' shall be a minimum of 16', incorporating PVC fencing, 3-cable/chain link fencing adjacent to the channel, steel access gates, concrete edging, and stabilized decomposed granite. If the applicant desires other improvements adjacent to the curb, they shall be approved by Parks and Community Services, prior to Planning Commission review. The trail shall be an easement to the CSD for recreation and maintenance purposes. The applicant shall coordinate the trail project with Riverside County Flood Control to determine exact width and channel access. This shall be completed prior to approval of the tentative map.

c. Trail section 'B' shall contain exercise equipment per CEDD and P&CS. Equipment manufacturer and type shall be specified by P&CS and shown in the trail plans. Submittals for exercise equipment must be approved by P&CS prior to installation. Applicant shall establish a funding mechanism for P&CS to maintain and/or replace equipment. These items are required prior to approval of the final map.

d. A trail crossing shall be provided at Quincy Street to the trail on the south side of Cactus Ave. The applicant shall construct all improvements necessary to connect with the Cactus Avenue trail. An approved crossing shall be installed.

e. Prior to the approval of the Final Map, a detailed trail improvement plan, showing the trail and areas adjacent to the trail, including the exercise stations shall be submitted to the Planning Official and the Director of Parks and Community Services or his/her designee prior for review and written approval.

f. The required multi-use trail along Brodiaea Avenue (east of the Channel) and the landscaping areas connecting the proposed cul-de-sacs to Brodiaea, shall be constructed along with the development on the east side of the Channel and completed with the occupancy of the sixtieth production house on the east side.

g. The required multi-use trail with exercise stations along Street A (Quincy Street) and the trail/sidewalk improvements along Brodiaea Avenue (west of the Channel), shall be completed with the development of the west side of the Channel and completed with the occupancy of the thirtieth production house on the west side

PCS-2 Parks and Community Services Department
Standard Trail Conditions:

a. Park and trail construction shall adhere to: The City's Standard Plans, 'The Greenbook Standard Specifications for Public Works Construction', 'California Code of Regulations Title 24' (where applicable), and the Park and Community Services Specification Guide.
b. The General Contractor shall be a State of California Class 'A' General Engineering Contractor, per the Business and Professions Code Section 7056, or a combination of State of California Class 'C' licenses for which the work is being performed. Licenses must be current and in good standing, for the duration of the project.
c. All utility easements shall not interfere with the trail or its fencing. A map of all easements and the corresponding easement rights shall be presented to Parks and Community Services prior to scheduling the Tentative Map for approval.
d. (R) A restriction shall be placed on lots that are adjacent to the park and trail, preventing openings or gates accessing these facilities. This shall be done through Covenants, Conditions, and Restrictions (CC&R's). A copy of the CC&R's with this/her restriction noted shall be submitted and approved by the Director of Parks and Community Services or his/her designee prior to the recordation of the Final Map.
e. Trails shall not be shared with any above ground utilities, blocking total width access.
f. The following plans require Parks and Community Services written approval: Tentative tract/parcel maps; rough grading plans (including all Delta changes); Final Map; precise grading plans; street improvement plans; traffic signal plans; fence and wall plans; landscape plans for areas adjacent to trails; trail improvement plans.
g. (GP) A detailed rough grading plan with profile for the park and trail shall be submitted and approved by the Director of Parks and Community Services or his/her designee prior to the issuance of grading permits.
h. Grading certification and compaction tests are required, prior to any improvements being installed.
i. A minimum two-foot graded bench is required where trails adjoin landscaped or open space areas.
j. (R) All necessary documents to convey to the City and/or the Community Services District any required dedications for parks or open space, as specified on the tentative map or in these Conditions of Approval shall be submitted by the developer to Parks and Community Services, prior to the recordation of the final map.
k. (R) Prior to recordation of the Final Map, the developer shall post security (bonds) to guarantee construction of the park and trail to the City's standards. Copies of the bonds shall be provided to Parks and Community Services, prior to the approval of the Final Map.
l. (BP) Prior to the issuance of the first Building Permit, final improvement plans (mylars and AutoCAD & PDF file on a CD-ROM) shall be reviewed and approved by the Community Development Department – Planning Division; the Public Works Department – Land Development and Transportation Division; Fire Prevention; and Parks and Community Services Department. Landscaped areas adjacent to the park shall be designed to prevent water on the trail.
m. Eight sets of complete park and trail improvement plans shall be submitted to Parks and Community Services for routing. Adjacent landscaping and walls shall be shown on the plans. Final construction plans and details require wet stamped and signed Mylars, eight sets of bond copies and one Mylar copy from the City signed mylars, the AutoCAD file on CD, and a PDF file on CD. As-builts for the trails have the same requirements as final plan submittals.

n. All street crossings of trails shall be signed with approved trail signs, and posts. All improved equestrian trail crossings at signalized intersections that are constructed at their ultimate locations shall have six-foot high mounted push buttons. These shall be coordinated through the Transportation Division.

o. CSD Zone 'A' plan check fees shall be paid prior to the second plan check and approval of the Final Map.

p. CSD Zone 'A' inspection fees shall be paid prior to signing of Mylars.

q. (BP) The trail shall be surveyed and staked by the developer. The trail shall be inspected and approved by the Director of Parks and Community Services or his/her designee prior to the issuance of any building permits for production units.

r. Any damage to parks, trails, and/or fencing during construction shall be repaired by the developer and inspected by the Director of Parks and Community Services or his/her designee; prior to the last phase of building permit issuance.

s. A minimum 38' radius shall be incorporated on all trails where a change of direction occurs (minor or major). Additionally, widening of the trail is necessary in most situations.

t. Drive approaches shall adhere to City Std. Plan #118C.

u. Concrete access areas to trails with decomposed granite surfaces shall be rough finished concrete (typically raked finish). The access shall extend to the main trail flat surface.

v. (BP) In order to prevent the delay of building permit issuance, any deviation from material specifications shall be submitted to Director of Parks and Community Services or his/her designee and approved in writing 60-days prior to the commencement of trail construction.

w. Any unauthorized deviation from the approved plan, specifications, City Standard Plans, or Conditions of Approval may result in the delay of building permit issuance and/or building Finals/ Certificate of Occupancy of the project conditioned for improvements.

x. Where required, decorative solid-grouted block wall (no precision block, stucco, veneer finishes, PVC, or wood fencing) with a minimum height of 72" on the trailside shall be installed along lots that adjoin the trail. Block walls shall be located solely on private property. If landscaping is to be utilized between the block wall and the trail, a PVC fence shall be installed along the trail separating the landscaping from the trail (where required). All block walls that have public view shall have an anti-graffiti coating per Parks and Community Services specifications. Combination block/tubular steel fences shall only be utilized where approved by Parks and Community Services. Tubular steel shall comply with Parks and Community Services standards. Coating for tubular steel shall be anti-graffiti coating for metal per Parks and Community Services specifications. If alternate products are requested, the requested material(s) shall be presented to the Director of Parks and Community Services or his/her designee for review and approval. Under no circumstances can alternate products be utilized without prior written authorization from the Director of Parks and Community Services or his/her designee.

y. Any damage to existing landscape or hardscape areas due to project construction shall be repaired and/or replaced by the developer, or developer's successors in interest, at no cost to the City or Community Services District.

z. All inspections shall be requested two (2) working days in advance from the Parks and Community Services Department at the time of rough and precise grading; fence and gate installation; curb and drainage; flatwork; D.G. installation; graffiti coating; and final inspection.

PCS-3 (R) If Special Districts, a Division of the Public Works Department, requires this project to supply a funding source for the continued maintenance, enhancement, and or retrofit of neighborhood parks, open spaces, linear parks, and/or trails systems, the Developer must notify Special Districts of intent to record the final map 70 days prior to recordation of the final map and the financial option selected to fund the continued maintenance. (California Government Code, GP Chapter 2.7)

PCS-3b (BP) If Special Districts, a Division of the Public Works Department, requires this project to supply a funding source for the continued maintenance, enhancement, and or retrofit of neighborhood parks, open spaces, linear parks, and/or trails systems, the Developer must notify Special Districts of intent to request building permits 70 days prior to their issuance and the financial option selected to fund the continued maintenance. (California Government Code, GP Chapter 2.7)

PCS-4 The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks and Community Services). All assessable parcels therein shall be subject to the annual Zone A charge for operations and capital improvements.

PCS-5 (R) Prior to recordation of the final map, the developer, or the developer's successors or assignees, shall supply a copy of the recorded Declaration of Covenant and Acknowledgement of Assessments to the Parks and Community Services Department.

PCS-6 (BP) Prior to release of building permit, the developer, or the developer's successors or assignees shall supply a copy of the recorded Declaration of Covenant and Acknowledgement of Assessments to the Parks and Community Services Department.

PCS-7 (BP) This project is subject to current Development Impact Fees.

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL
Case No: PA12-0004, -0005, TTM 36436
APNs: 478-090-007, 478-090-036,
478-100-009, 478-100-010, 478-100-034
July 18, 2012

PUBLIC WORKS DEPARTMENT

Moreno Valley Utility

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Moreno Valley Utility's Conditions of Approval for project(s) PA12-0004, 0005, TTM 36436; this project shall be completed at no cost to any Government Agency. All questions regarding Moreno Valley Utility's Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from Moreno Valley Utility (the Electric Utility Division) of the Public Works Department 951.413.3500. The applicant is fully responsible for communicating with Moreno Valley Utility staff regarding their conditions.

PRIOR TO ENERGIZING MVU ELECTRIC UTILITY SYSTEM AND CERTIFICATE OF OCCUPANCY

MVU-1 (R) For single family subdivisions, a three foot easement along each side yard property line shall be shown on the final map and offered for dedication to the City of Moreno Valley for public utility purposes, unless otherwise approved by the City Engineer. If the project is a multi-family development, townhome, condominium, apartment, commercial or industrial project, and it requires the installation of electric distribution facilities within common areas, a non-exclusive easement shall be provided to Moreno Valley Utility to include all such common areas. All easements shall include the rights of ingress and egress for the purpose of operation, maintenance, facility repair, and meter reading.

MVU-2 (BP) **City of Moreno Valley Municipal Utility Service – Electrical Distribution**: Prior to constructing the MVU Electric Utility System, the developer shall submit a detailed engineering plan showing design, location and schematics for the utility system to be approved by the City Engineer. In accordance with Government Code Section 66462, the Developer **shall** execute an agreement with the City providing for the installation, construction, improvement and dedication of the utility system following recordation of final

map and concurrent with trenching operations and other subdivision improvements so long as said agreement incorporates the approved engineering plan and provides financial security to guarantee completion and dedication of the utility system.

The Developer **shall** coordinate and receive approval from the City Engineer to install, construct, improve, and dedicate to the City, or the City's designee, all utility infrastructure (including but not limited to conduit, equipment, vaults, ducts, wires, switches, conductors, transformers, resistors, amplifiers, and "bring-up" facilities including electrical capacity to serve the identified development and other adjoining/abutting/ or benefiting projects as determined by Moreno Valley Utility) – collectively referred to as "utility system" (to and through the development), along with any appurtenant real property easements, as determined by the City Engineer to be necessary for the distribution and /or delivery of any and all "utility services" to each lot and unit within the Tentative Map. For purposes of this condition, "utility services" shall mean electric, cable television, telecommunication (including video, voice, and data) and other similar services designated by the City Engineer. "Utility services" shall not include sewer, water, and natural gas services, which are addressed by other conditions of approval. Properties within development may be subject to an electrical system capacity charge and that contribution will be collected prior to issuance of building permits.

The City, or the City's designee, shall utilize dedicated utility facilities to ensure safe, reliable, sustainable and cost effective delivery of utility services and maintain the integrity of streets and other public infrastructure. Developer shall, at developer's sole expense, install or cause the installation of such interconnection facilities as may be necessary to connect the electrical distribution infrastructure within the project to the Moreno Valley Utility owned and controlled electric distribution system. Alternatively, developer may cause the project to be included in or annexed to a community facilities district established or to be established by the City for the purpose of financing the installation of such interconnection and distribution facilities. The project shall be deemed to have been included in or annexed to such a community facilities district upon the expiration of the statute of limitations to any legal challenges to the levy of special taxes by such community facilities district within the property. The statute of limitations referred to above will expire 30 days after the date of the election by the qualified electors within the project to authorize the levy of special taxes and the issuance of bonds.

MVU-3 This project may be subject to a Reimbursement Agreement. The project is responsible for a proportionate share of costs associated with electrical distribution infrastructure previously installed that directly benefits the project. The project may be subject to a system wide capacity charge in addition to the referenced reimbursement agreement. Payment(s) shall be required prior to issuance of building permit(s).

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MV00201889

PLANNING COMMISSION STAFF REPORT

Case:	**PA12-0004 (Conditional Use Permit PUD)** **PA12-0005 (Tentative Tract Map for PUD)** **PA12-0029 (Change of Zone)** **PA12-0030 (General Plan Amendment)** **P12-129 (Variance)**
Date:	January 17, 2013
Applicant:	CV Communities, LLC.
Representative:	Ryan Thomas
Location:	South of Brodiaea Avenue to Cactus Avenue & east and west of the Quincy Channel
Proposal:	Tentative Tract Map 36436, a Conditional Use Permit, a Variance, a Change of Zone and a General Plan Amendment subdividing 43.52 acres into 159 single family residential lots within a Planned Unit Development, modifying the zoning from Residential single family 10 (RS10), Residential 10 (R10) and Residential 15 (R15) multi-family to Residential 5 (R5) with lots ranging from 6,000 to 15,298 square feet and the General Plan amendment to be consistent with the proposed development and the surrounding area and a Variance proposed for higher retaining walls due to the change in grade from the adjacent parcel to the east.
Recommendation:	Approval

SUMMARY
The applicant, CV Communities, LLC., has submitted an application for a Tentative Tract Map 36436 to subdivide 43.52 acres into 159 single family residential lots. The application includes a Conditional Use Permit for a Planned Unit Development, a Variance for higher retaining walls due to the change in grade from the adjacent parcel to the east, a Change of Zone modifying the zoning from Residential single family 10 (RS10), Residential 10 (R10) and Residential 15 (R15) multi-family to Residential 5 (R5) with lots ranging from 6,000 to 15,298 square feet and a General Plan Amendment to remove Quincy Street from the circulation element of the General Plan.

PROJECT DESCRIPTION

Project

General Plan Amendment

The project includes a General Plan Amendment to modify the Land Use and Circulation Elements. The proposed tract eliminates the connection of Quincy Street to Brodiaea Avenue, a collector road in the General Plan between Brodiaea Avenue and Cactus Avenue. The Transportation Engineering Division has reviewed the proposal and determined the elimination of the direct connection of these two streets will not have an impact on the surrounding area or the proposed project. Pedestrian and bicycle access between the two streets would be provided along the Quincy Street alignment by an adjacent multi-use trail, while vehicular access would be provided by Quincy to Cactus and adjacent tract streets to Brodeaia. The project will be conditioned to name street "A" Quincy as the street name is of historical value as one of the original streets in the Valley dating back to 1891 of the Bear Valley Map.

The existing land use includes Residential single family 10 (RS10), Residential 10 (R10) and Residential 15 (R15) multi-family. The proposed General Plan Amendment includes the land use change to Residential 5 (R5) which is the closest designation to the project design and density and is consistent with the surrounding residential area.

Change of Zone

The proposed project includes a request for a Change of Zone. The current zoning is RS10, R10 and R15 which allows for small lots and multi-family projects. The proposed Change of Zone requests a Residential 5 (R5) zone to provide for single family residential lots larger than the existing zoning allows. The maximum density of the R5 is five (5) units per acre. The proposed tract has a density of 4.41 units per gross acre, well below the R5 maximum. The R5 zoning provides the closest density to the proposed development and is consistent with the existing adjacent single family developments.

Tentative Tract Map 36436

The Tentative Tract Map will subdivide 43.52 acres into 159 residential lots. The lots will range from 6,000 square feet to 15,298 square feet with a proposed density of 4.41 units per gross acre/ 3.65 per net acre. The Tentative Map will include a multi-use trail extending along Brodiaea Avenue and south to Cactus Avenue adjacent to the Quincy Channel. The Quincy Channel will remain in the same location.

The design of the tract includes 45 lots on the west side of the channel with the remaining 114 on the east side of the channel. Two water quality basins will be constructed one on each side of the channel.

Conditional Use Permit for a Planned Unit Development

The proposed project includes a Conditional Use Permit for a Planned Unit Development (PUD). The purpose of the PUD is to provide specific development guidelines for this project. A PUD provides for greater innovation in housing development including a variation in lot sizes and amenities not found in standard housing tracts.

The proposed PUD provides guidelines for multiple architectural styles of housing. The proposed design standards meet or exceed City-wide standards in the Municipal Code. All development within the tract is required to meet the standards as stated in the PUD including plotting, setbacks and four sided architecture. The PUD will require a pedestrian oriented environment. The multi-use trail along the Quincy Channel will include exercise equipment with parking provided along the trail to encourage usage. Enhanced landscaping and a multi-use trail are provided on Brodiaea Avenue. Entry monuments will be provided at lots 33 and 158 along Cactus Avenue to include decorative stone pilasters, a stone seatwall, arbors and enhanced landscaping.

Variance

A Variance is proposed to allow for an increase in the retaining wall height on the south east and west portion of the project. The City's Municipal Code allows for a maximum of 3 feet in height for a retaining wall along a property line. The applicant was unsuccessful in obtaining an approval for off-site grading from the adjacent property owner. The provision of on-site rear yard slopes would result in a reduction in usable rear yard area and privacy. Development of the adjacent site will likely require higher grades to drain that property, with a future developed condition with little or no visible retaining wall.

Site

The site is 43.52 acres of vacant land located between Brodiaea Avenue and Cactus Avenue on both the east and west sides of the Quincy Channel. The site has been disked in the past for weed abatement.

Surrounding Area

Properties to the north include vacant land and larger lot developed single family residences with R3 zoning. Properties to the east are vacant and zoned R5, RS10 and R15. To the west and south include existing single family developments zoned RS10 and SP193ML on parcels ranging in size from 5,200 square feet to 8,000 square feet, consistent with the proposed development.

Access/Parking

The project will access from two main entry points on Cactus Avenue. Arabesque Drive from the existing westerly development will be improved and provide a connection to Street A (Quincy Street). Arabesque currently connects to an interim secondary fire access road for the existing tract of homes to the west of the proposed project.

Design/Landscaping

The landscaping and design of the proposed houses will require an Administrative Plot Plan for review and approval per the standards in the PUD.

The proposed project provides for a good transition from tracts in Moreno Valley Ranch to the south of Cactus Avenue, which are smaller (minimum lot size 5,200 square feet), and R3 zone to the north of Brodiaea Avenue (minimum lot size 10,000 square feet). Further transition to the R3 zone is provided by the trail to be provided by the project along the south side of Brodiaea and that none of the project's lots access directly from Brodiaea. The existing development to the west has a similar range of lot sizes to the proposed project.

REVIEW PROCESS

The project was submitted February 13, 2012, with a Project Review Staff Committee meeting held March 27, 2012. Several revisions were requested and resubmitted by the applicant. All relevant issues have been adequately addressed to the satisfaction of all parties.

ENVIRONMENTAL

The project site is a 43.52 acre site located on the on the south side of Brodiaea Avenue to Cactus Avenue on both the east and west sides of the Quincy Channel The proposed Plot Plan with the approval of the General Plan Amendment and the Change of Zone will be consistent with the General Plan and the zoning for the site.

A Biological Assessment for the property was prepared on November 6, 2012 by Glenn Lukos Associates, Inc. The project site contains suitable habitat with the potential to support burrowing owls, including ground squirrel burrows. However, no burrowing owls or diagnostic owl sign were detected during focused surveys and the 30-day pre-construction will be required prior to grading.

The project site contains a portion of the Quincy Channel, portions which are within the jurisdiction of the Corps, CDFG and Regional Board. The impacts to jurisdictional waters will require a CWA Section 404 permit from the Corps, a CWA Section 401 Water Quality Certification and/or Section 13260 Report of Waste Discharge from the Regional Board, and a Fish and Game Code Section 1602 Streambed Alteration Agreement from CDFG. The project shall mitigate permanent impacts to jurisdictional waters with Mitigation Measures. The project will not result in significant indirect impacts to special-status biological resources. The project site is not located adjacent to the MSHCP Conservation Area and therefore the project is not required to implement measures pursuant to the MSHCP Urban Wildland Interface Guidelines. The project will pay mitigation fees required by the MSHCP. Because the project is consistent with the MSHCP and with mitigation measures to be implemented, the cumulative impacts attributed to the project would be reduced to below a level of significance.

The site is located within the jurisdiction of the South Coast Air Quality Management District. The proposed project is consistent with the residential uses and would not obstruct implementation of the South Coast Air Quality Management Plan. Based upon the Air Quality Impact Analysis prepared for the project by Urban Crossroads Inc., 2012, section 3.6, the project satisfies the two applicable criteria for determining consistency, the Project is deemed consistent with the AQMP and a less than significant impact will occur. The project is in conformance with the AQMP. Based upon the project density and proposed use, the project is in compliance with the General Plan. The General Plan Amendment sought in connection with the project merely modifies the General Plan Circulation Element, updates the zoning and does not change the project's conformance with the AQMP. Additionally, the Project will not exceed any applicable numeric thresholds for construction after mitigation and compliance with Rule 403.

A Cultural Study completed for this project had no findings of any cultural sites reported for the project site area.

The paleontological resource impact assessment completed for the project indicated the alleviated valleys of the Inland Empire are indicative of the abundance of fossil material. The City's standard condition placed on all projects states if potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community & Economic Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

Based on a Greenhouse Gas Analysis prepared for the project it was determined that the project would not result in a significant impact as the project is required to comply with all mandatory regulatory requirements imposed by the State of California and the South Coast Air Quality Management District aimed at the reduction of air quality emissions.

A preliminary Water Quality Management Plan (WQMP) was reviewed by the City's Land Development Division. The plan reviewed on-site drainage and has incorporated post construction best management practices (BMPs) into the site plan. Two water quality basins are included in the design of the project. A final WQMP is required to be submitted and approved prior to the approval of any grading plans.

The proposed project would comply with all drainage master plan fees, permits and development guidelines associated with urban runoff. Both project construction and operation are subject to established regulatory programs directed at avoiding violations of water quality standards and waste discharge requirements. Project construction activities are subject to implementation of a range of known BMPs as detailed in the required SWPPP. Project operation activities are subject to implementation of site design, source control, and treatment control BMPs as identified in the WQMP. Additionally, ongoing maintenance and monitoring responsibilities of the proposed BMPs are defined in the WQMP.

As with any development of a vacant parcel, the potential exists for the increase in noise, however there will be no substantial permanent increase in the ambient noise levels with the proposed project. Short term noise levels generated during construction are considered less than significant through compliance with the City's Municipal Code including restrictions on construction hours.

With consideration given to the preceding information, an Initial Study has been completed for the proposed project. Based upon the Initial Study, a determination has been made that the proposed project will not result in the potential for significant impacts to the environment. Therefore, the adoption of a Mitigated Negative Declaration is recommended.

The Initial Study completed for the project was sent to Regional Water Quality Control Board, California Department of Fish and Game and the State of California Office of Planning Research in accordance with the California Environmental Quality Act.

NOTIFICATION

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also posted on the project site and published in the local newspaper.

REVIEW AGENCY COMMENTS

Staff received the following responses to the Project Review Staff Committee transmittal; which was sent to all potentially affected reviewing agencies.

Agency	Response Date	Comments
Riverside County Flood Control	March 28, 2012 January 24, 2013	Project involves District Master Plan facilities. Facilities to be constructed to District standards. MDP Line G, Line G-3 & Line F-4. In the Moreno Area Drainage plan.
Native American Heritage Commission	December 14, 2012	Provide notifications to local Tribal agencies. Letters completed and mailed 1/9/13. Pechanga Tribe sent letter requesting consultation, which shall occur prior to scheduling project for City Council review and action. Soboba and Morongo Tribes, no issues.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission take the following action:

APPROVE Resolution No. 2013-01, and thereby **RECOMMEND** that the City Council:

1. **ADOPT** a Mitigated Negative Declaration for PA12-0029, a Change of Zone, PA12-0030, a General Plan Amendment, PA12-0004 a Conditional Use Permit, PA12-0005 Tentative Tract Map 36436 and a Variance, P12-129 pursuant to the California Environmental Quality Act (CEQA) Guidelines; and,

2. **APPROVE** PA12-0029, a Change of Zone, PA12-0030, a General Plan Amendment, PA12-0004 a Conditional Use Permit, PA12-0005 Tentative Tract Map 36436 and a Variance, P12-129 subject to the attached Zone change map, General Plan map and conditions of approval included as Exhibits A, B and C.

Prepared by:

Julia Descoteaux
Associate Planner

Approved by:

John C. Terell, AICP
Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2013-01 with Zone Change Map, General Plan Map and Conditions of Approval.
3. Negative Declaration
4. Initial Study
5. Aerial Map
6. Project Plans 6a, 6b, 6c
7. PUD (Attached Hard Copy)

CHAIR VAN NATTA – Okay all those in favor?

Opposed – 0

Motion carries 5 – 0, with one absent (Vice Chair Salas)

PUBLIC HEARING ITEMS

CHAIR VAN NATTA – The Public is advised that procedures to be followed during this meeting and they are posted in the back of the room on the bulletin board on display.

PUBLIC COMMENTS

CHAIR VAN NATTA – At this point we will open for any comment from members of the public on any matter that is not listed on the Agenda but which is within the subject matter jurisdiction of the Commission. I do not have any Speaker Slips. I do not see anybody rushing to the podium there to say anything so I am going to close Public Comments. Okay, the City of Moreno Valley complies with Americans with Disability Act of 1990. If you need special assistance to participate in this meeting please contact the ADA Coordinator 48 hours prior to the meeting.

PUBLIC HEARING ITEMS

1. Case Number:

PA12-0004	**Conditional Use Permit PUD**
PA12-0005	**Tentative Tract Map for PUD**
PA12-0029	**Change of Zone**
PA12-0030	**General Plan Amendment**
P12-129	**Variance**

Case Planner: Julia Descoteaux

CHAIR VAN NATTA – We are going to start with our first Public Hearing Item, which is case PA12-0004 Conditional Use Permit PUD, PA12-0005 Tentative Tract Map for PUD, PA12-0029 Change of Zone, PA12-0030 General Plan Amendment and P12-129 Variance. Our Case Planner is Julia Descoteaux and I probably butchered that again…Descoteaux?

ASSOCIATE PLANNER DESCOTEAUX – Descoteaux

COMMISSIONER GIBA – It's French

CHAIR VAN NATTA – I'm not French; sorry… so would you like to present this project for us?

ASSOCIATE PLANNER DESCOTEAUX – Good evening Planning Commissioners. Again I'm Julia Descoteaux. I'm the Case Planner. The Applicant, CV Communities has submitted this application for the Conditional Use Permit, Tentative Tract Map, Change of Zone, General Plan Amendment and a Variance. The General Plan Amendment is to modify the land use and circulation elements.

The proposed tract eliminates the connection of Quincy Street to Brodiaea Avenue, which is a collector road in the General Plan between Brodiaea Avenue and Cactus. The Transportation and Engineering Division has reviewed the proposal and determined that the elimination of the direct connection will not have an impact on the surrounding areas.

The project will also be conditioned to name Street A as Quincy because the name is of historical value as one of the original streets in the City of Moreno Valley dating back to 1891. The existing land uses in the area currently are Residential RS10, Residential 10 and Residential 15. The proposed General Plan Amendment will include the land use change to R5 which is the closest designation to the project design and the density within the surrounding area. The Change of Zone for the project is to change the zones from RS10, R10 and R15 to R5. The Tentative Tract Map will subdivide the 43.52 acres into 159 residential lots. The lots will range from 6,000 square feet to approximately 15,298 square feet with a proposed density of 4.41, which is less than the density in the R5 which is 5 units per acre.

The Quincy Channel will remain in the same location and there will be 45 lots on the west side of the channel and 114 on the east side of the channel. The Conditional Use Permit is required for the Planned Unit Development which allows for specific guidelines for the project and allows for a variation in the size of the lots and some amenities not found in some of the surrounding and standard housing tracts.

The PUD will have multiple architectural styles and the designs within the tract will have to meet the standards and the Planned Unit Development guidelines. There is a multi-use trail along Brodiaea and there is also a multi-use trail along Quincy Channel which will have exercise equipment. There is a Variance proposed for the project that will allow an increase to the retaining wall height on the southeast and west portion of the project due to the difference in grade. The City's Municipal Code allows for three feet on the property line in height a maximum and this project will need to go higher than that because again of the difference in grade. The property owner was unsuccessful in obtaining approval

for off-site grading. The surrounding areas include R5 larger lot developments to the north. The properties to the east are vacant and are zoned R5, RS10 and R15. To the west and south are existing single family developments with RS10 and within the Specific Plan 193. The lots in those two tracts range from 5,200 square feet to 8,000 square feet. The project will access from two points of entry; one on Cactus Avenue and Arabesque Avenue from the east. Existing westerly development will be improved and Quincy Street will go down to Cactus.

The review process…the project was submitted in February of 2012 and we've had several meetings with the applicant and all relevant issues have been addressed to the satisfaction of all parties. There was a Mitigated Negative Declaration prepared for the applications and the Initial Study. A biological assessment was prepared. The site does contain suitable habitat for Burrowing Owls, however none were found on the site and they'll do the 30 day pre-construction prior to any grading on the site. The project contains a portion of the land that is in the Quincy Channel and that is within the jurisdiction of the Army Corps; the California Department of Fish and Wildlife and the Regional Board and the applicant will be working with those agencies on the Quincy Channel. A Cultural Study was completed for the project as well as a Paleontological Impact Resource Assessment and with no evidence of those on the site. The greenhouse gas analysis was prepared for the project and will not result in a significant impact. The Preliminary Water Quality Management Plan was reviewed by Land Development and a Final Water Quality Management Plan will be required prior to approval of the grading plans. The project Initial Study was sent to the State Clearinghouse for CEQA and with that we received a letter from the National Heritage Tribal Agency and with that we then sent letters to all the local tribes to determine if they had any comments on the project. We did have a consultation with the Pechanga Tribe and they have requested that the applicant do so some onsite monitoring, so we'll be working with that Agency between now and the City Council Hearing to incorporate some Mitigation Measures into the conditions. Notification was sent to all properties within 300 feet and to date I have received no comments or questions regarding the project except one inquiry about what the project was. This concludes my Staff Report and if any of you have any questions I'd be happy to answer them as well as the Applicant is here.

CHAIR VAN NATTA – Okay any questions?

COMMISSIONER RAMIREZ – As I was reviewing the project, I couldn't help but notice what I believe is lot 159. There is a big tree there. Any idea how old that tree is and whether there are any environmental concerns about removing it or are they going to remove it or what exactly is the deal with that?

ASSOCIATE PLANNER DESCOTEAUX – I don't know if they've done any specifics on that particular tree. If it is in a location where they can save it, they will try. I can ask the applicant to address that as well.

COMMISSIONER RAMIREZ – Yes, because that might be important for any type of bird type of wildlife like the Burrowing Owl or something like that.

ASSOCIATE PLANNER DESCOTEAUX – If there is any or when they do the 30 day pre-construction survey or if there any birds that are in the nesting season, they would have to wait until after the nesting season to do any grading or to remove the three if that were the case.

COMMISSIONER RAMIREZ – And if they decided to remove the tree, what would happen to the wildlife; to the owls?

ASSOCIATE PLANNER DESCOTEAUX – The Burrowing Owls are in the ground. They aren't in the tree. If it is not during the nesting season, then the birds if there are any in the tree, they'll go to another tree.

COMMISSIONER RAMIREZ – So only during the nesting season…

ASSOCIATE PLANNER DESCOTEAUX – If is during the nesting season then they have to wait till after the nesting season if they find the birds in the tree.

COMMISSIONER RAMIREZ – Very well, thank you

COMMISSIONER GIBA – You mentioned in the access parking that you only mentioned the two streets. When I'm looking at the plan there are actually more than that.

ASSOCIATE PLANNER DESCOTEAUX – Yes you are correct. There are accesses through Wilmot as well as down through Cactus and Brodiaea.

COMMISSIONER GIBA – …and Brodiaea. Is there a reason why you didn't mention that in particular because they were specific to have some kind of entrance or anything like that?

ASSOCIATE PLANNER DESCOTEAUX – Just overlooked

COMMISSIONER GIBA – So they do have more than just two access points

ASSOCIATE PLANNER DESCOTEAUX – Yes they do

COMMISSIONER GIBA – That's something that somebody might want to know; if they wanted to know that. The Variance I didn't quite understand for the grade. When I went out there it looked pretty level all around. I drove up Wilmot and down Brodiaea which is a dirt road a little way down that way and it all seemed pretty much the same grade. You are talking about having a retaining wall of three feet at that one location with the south kind of… Could you just explain to me why that is necessary? It really doesn't look like it.

PLANNING OFFICIAL TERELL – Yes I think if you have any more detailed questions I'll ask Clement to add on to this. When you grade for a subdivision everything has to… all the grades for the individual lots have to be adjusted so that water drains to the street, so on those edges of the property what typically happens you have a street and then the lot has to be graded up towards the property line in order to drain towards the street, so it ends up higher than the current grade. They had attempted to get what Julia had said off-site grading, which means a slope on the adjacent property, but the adjacent property wasn't willing to do that, so that's why you get a higher retaining wall instead of a slope and most likely what will happen in the future is when that adjacent property develops, they'll have to grade on their site in order to drain towards the street and they'll probably end up increasing the height on their side, so long term you probably won't even see the wall, but because it is there we have to go through the variance process.

COMMISSIONER GIBA – That's why I just asked for some clarity on that because I'm not really good on that kind of thing, so it would be very good to have that. You mentioned in here and I don't know at what point we're going to go through this in a little bit more detail, but I didn't and unless I'm missing it, I didn't see mitigation measures listed in here because you did have some less that significant with mitigation incorporated, but I'm not seeing any. What are the mitigation measures? For example on page 8 where it says the project shall mitigate permanent impacts to jurisdictional waters with mitigation measures, but I don't see what those measures are.

ASSOCIATE PLANNER DESCOTEAUX – The mitigation measures will be a separate document however they have been incorporated into the conditions of approval, so although we will have a separate document, they are specifically noted in the conditions.

COMMISSIONER GIBA – So for example on page 85 and I'll jump ahead just for fun, you have here a conflict where it will obstruct implementation of the applicable Air Quality Plan less than significant with mitigation incorporated. What would be mitigation? Is it… I probably missed it somewhere in the document how you are going to do that.

ASSOCIATE PLANNER DESCOTEAUX – Let me look. Just one moment please.

PLANNING OFFICIAL TERELL – Yes, typically on the air quality ones, it has to do with dust created during grading activities

COMMISSIONER GIBA – Yes I followed that

PLANNING OFFICIAL TERELL – Those are standard Land Development conditions, so a lot of the standard conditions are the mitigation that will address

those concerns and then we repackage them into a mitigation program which is generally created subsequent to approval of a project and then that is what Staff looks at to make sure that those mitigation measures have been met.

COMMISSIONER GIBA – I was just curious why they were not incorporated for our viewing. I mean if I'm looking this over I would like to have known that and then of course the public might… I been at enough of these meetings that the public would want to know how we're going to resolve some of these issues, so it is always nice to just have them there for us in there. Maybe I'm being a little pickier than most people would have been on that but I've been at too many meetings…

PLANNING OFFICIAL TERELL – Right… on a project like this mitigation is really standard and that is why we just integrate into the regular… we already do this mitigation on every project, but certainly to the extent for greater clarity, we can certainly do that in the future.

COMMISSIONER GIBA – Yes and just because I poke through this stuff

PLANNING OFFICIAL TERELL – The other one you had; the channel; there are specific conditions related to requiring a permit from those agencies and that is the mitigation for those.

COMMISSIONER GIBA – Those permits would be the mitigation that you are actually doing and so those would be pulled before any actual construction is going to take place or grading is going to take place.

PLANNING OFFICIAL TERELL – Yes those are required prior to any disturbance of the sight, which means yes you couldn't have a week whacker out there in that channel without a permit.

COMMISSIONER GIBA – Or cut down a tree, you know, so…

PLANNING OFFICIAL TERELL – Definitely

COMMISSIONER GIBA – I don't know if it is appropriate to speak now but the Quincy Channel when I'm out there is just literally that. It is just a trench for all intents and purposes and then I noticed that you had done; now it actually looks like it has been rocked in the end product and it ends basically right at Cactus so I'm assuming that is like a collector area. Where is it going once it hits Cactus? Where is the runoff actually going?

PLANNING OFFICIAL TERELL – It goes under Cactus and through the golf course in Moreno Valley Ranch. Yes it actually doesn't go into a storm drain; a typical storm drain. It actually goes across and then when it rains a lot and a lot of debris, the golf course has a lot of clean up to do.

COMMISSIONER GIBA – Yes, because I noticed on page 66, two water quality basins will constructed; one on each side of the channel, so you actually have a basin first that it collects in and then it runs…

PLANNING OFFICIAL TERELL – In the future there will be a basin that is part of the water quality and Clement can answer any detail questions about that but that will clean the water that is created from the streets in the subdivision prior to going into that channel so it will be a better situation in the future that in the current situation, so and I'm not sure but I'll defer to Clement on it, but is it detaining water as well?

LAND DEVELOPMENT ENGINEER JIMENEZ – Hi, good evening. I'm Clement Jimenez with Land Development. The two water quality basins are specifically for water quality treatment purposes. They will not detain the flow but the system that the developer is proposing has been sized adequately to carry the additional post-development construction flows.

COMMISSIONER GIBA – And you mentioned that is to be done in the future. What do you mean that is to be done in the future; prior to them actually doing their building and construction… and not after it's been done; right?

PLANNING OFFICIAL TERELL – Right it would be in conjunction with development they would put in those facilities during grading. It is different than today because today all the debris gets picked up in the Quincy Channel on a rainy day and ends up on the golf course. With this most of that debris will be captured and therefore I think the golf course will have less clean up issues in the future than they do now; not more water but it will cleaner.

COMMISSIONER GIBA – Sure, thanks John. I appreciate the clarification because I'm looking at the plans and I'm just seeing this dead end and it's not clear here what is happening to it after that point and I know we've had some troubles with flooding and issues especially on that east side, so I'm just not familiar to where those problems are.

PLANNING OFFICIAL TERELL – If you look at the aerial that is in your packet, you can kind of see where it goes there. It goes into the golf course and meanders through and actually eventually ends up in Moreno Valley Ranch Lake.

COMMISSIONER GIBA – Okay that helped me out a lot too. Some of these might be other issues. On that flood channel that is being built, is that part of the builder's responsibility or is it in conjunction with the City for that flood control channel.

LAND DEVELOPMENT ENGINEER JIMENEZ – Good evening; Clement Jimenez again. Yes, the Quincy Channel is the responsibility of the developer to

construct. They will be constructing that as part of the drainage improvements during the rough grading stage.

COMMISSIONER GIBA – It doesn't appear to be really that deep. Am I correct? It is only a few feet?

LAND DEVELOPMENT ENGINEER JIMENEZ – That's correct. At capacity, the channel will carry 17 hundred CFS. It will be 4.6 feet from the bottom surface to the water surface elevation; however it is a little bit deeper than that. I recall it being 7 feet deep, so it has additional capacity to accommodate additional flow if needed.

COMMISSIONER GIBA – Do we know what the flow rate is in high storm type seasons? Is it moving pretty good or is it fairly slow moving?

LAND DEVELOPMENT ENGINEER JIMENEZ – It is a lot of flow, so it is moving pretty fast and it has a capacity to accommodate 17 hundred CFS and velocity is over I believe 4 feet per second, so it has a good flow to it.

COMMISSIONER GIBA – I'm leading to something just so you understand. Unless I am incorrect on this and I'm looking at your plans; at that flood channel where you are doing the running path or the trail, I'm seeing a cable fence there. My concern is that it is being built in the middle of a housing tract. Is that adequate enough to keep young children from getting into a flood channel that is moving pretty dog gone good at 7 feet deep? I'm serious here in that I'm concerned. We read a lot about people falling into flood channels and things like that and all I'm seeing and you guys can clarify it for me because I'm just trying to read this. You have three types of; when I went through the package, you have three types of walls that you have. You have the full wall. You've got the one with just some covered and then you have what you call this cable wall. It is only three cables. That doesn't look like it would keep young kids or children or anything out of that or least even slow them down to a certain degree especially if it is a pathway that they're going to be using on a regular basis, because it is supposed to be for jogging and workouts and stuff like that.

PLANNING OFFICIAL TERELL – The three cable system is the City standard that they worked out with Flood Control adjacent to trails and this is the same cross section that exists up at Quincy and Cottonwood. There is a subdivision up there that is about six or seven years old and so this was the existing standard that is there. It will not keep people out of the channel and it is not intended to keep people out of the channel and so I can't answer any other questions now because that was worked out with the Parks Department who does the trails Flood Control and so that is an established standard that has been used elsewhere in the community and more specifically up Quincy at Cottonwood.

COMMISSIONER GIBA – Because it is an established standard does that mean that is the only way we can ever do it?

PLANNING OFFICIAL TERELL – It is not the only way it can be done, but I'm just saying that is the established standard and for this particular location which is very similar to the one at Cottonwood, there was no concern expressed by Flood Control which typically they're the ones that would be the most concerned by people getting into the channel. I don't know if this would qualify as a swift water rescue area. I mean it is certainly a lot of water.

COMMISSIONER GIBA – That's why I asked that question. What I guess I'm pointing out is that something worthwhile taking a look at from the builder's perspective and from the City's. All you need is one person. That's all you need is one person to have made that mistake and if you didn't do everything to mitigate that potential mistake; whether it is a standard or not throughout the City, then we end up with a liability issue.

PLANNING OFFICIAL TERELL – The main concern is that even if you put something more substantial there, when you get to either end of that channel, there is still not going to be any barrier, so there is no way to fence off the area so it is not accessible. That's kind of the problem in looking at something different is it will be very visible which is very good because there are houses facing that area, so it is a much more visible area than having it hidden behind the back walls of houses. Also as I said there is an existing condition and there haven't been any issues with that existing condition, but yes I think it is good to raise it and certainly the applicant and Flood Control can work and see if something else can be more desirable.

COMMISSIONER GIBA – If it is a standard and we have it all over the City you know then that is one issue. I went out there to that area and it looks like it will be a beautiful environment and I suspect that we'd have lots of children and families and right next to them you have a sight that is the Moreno Valley School District. I would suspect that at some point in time they may end up building an elementary school and you only would compound the issue with kids wanting to play in the flood control channel. I just bring that to your attention because I think it is pertinent and important that we do that.

PLANNING OFFICIAL TERELL – I mean it is certainly a point of discussion, but that is how it came to this point.

COMMISSIONER GIBA – Okay at this time I don't have any more questions for you guys. I guess that's it really.

COMMISSIONER CROTHERS – John as I was reading through the plans for this I noticed that in one part that it said that the Quincy Channel; the running path

and the exercise equipment would be maintained by the City of Moreno Valley. Is that correct?

ASSOCIATE PLANNER DESCOTEAUX – Yes that's correct. The Parks Department will be maintaining that.

PLANNING OFFICIAL TERELL – And all trails in the City are maintained by Parks and Recreation and then the equipment; they prefer to maintain it themselves rather than having a Home Owners Association do it. So that would be part of the parcel fee and all new subdivisions pay the basic $87.50 a year plus an additional $150.00, so I think Parks and Recreation felt that was sufficient money in order to cover that through the development; the homeowners that will be living in this subdivision.

COMMISSIONER CROTHERS – So the homeowners are going to pay a little bit more so that Parks can also maintain the exercise equipment?

PLANNING OFFICIAL TERELL – They won't pay more because of that, but every new subdivision pays more. There is a Citywide standard that all the new subdivisions in the last 10 or 12 years pay a higher rater and for that they get… there is a higher level of parks in the newer parts of the community, so that's the nexus or the connection between the higher fee. So here they'll have trails that older parts of the City don't have that Parks and Recreation will maintain and they just happen to have equipment in them as well, which is an added amenity and the Parks Department felt that they would prefer to maintain it rather than an Homeowner's Association doing it and they feel they have sufficient resources because of the existing policies with the City.

COMMISSIONER CROTHERS - Okay, thank you

CHAIR VAN NATTA – I did just want to comment on one of your questions which was about the access to the flood control channel. One of the problems with making it difficult to access the channel is that is not necessarily not going to keep out a determined youngster who is going to get it, but it does make it more difficult for rescuers to get down in and pull somebody out who has gotten in there. So there is this kind of double sided issue there. On the multi-use trail and I know this is part of the Parks and Recreation, what are the uses permitted on that trail… I mean jogging, bicycling…

PLANNING OFFICIAL TERELL – Yes it is multi-use. It is everything including bicycles, pedestrians, and joggers. Joggers love it if you jog, it is much easier on your knees and it could be used by equestrians as well. The only thing you can't use on a multi-use trail is a motorized vehicle.

CHAIR VAN NATTA – Okay I was leading up to the question about the equestrians.

PLANNING OFFICIAL TERELL – I mean you could use pogo sticks… I mean there are other opportunities, but…

CHAIR VAN NATTA – On that retaining wall issue and you said this is required because the retaining wall is going to be higher than three feet… how high? How much higher?

ASSOCIATE PLANNER DESCOTEAUX – It is up to six or seven feet

CHAIR VAN NATTA – Okay, so it's not like a nine foot wall or 10 foot wall or something.

PLANNING OFFICIAL TERELL – The further you get from Cactus from the street frontage, the higher it gets because that's where the slope has to be higher in order to drain and yes I think it was six or seven feet, and there will be a six foot fence or wall on top of that, so the whole height of it will be quite extensive, but there is really…

CHAIR VAN NATTA – the retaining wall part of it…

PLANNING OFFICIAL TERELL – Yes the retaining wall will only be half or so, it wouldn't exceed six or seven feet.

CHAIR VAN NATTA – Okay, alright. My other questions have already been handled, so I think we're ready to go into the Public Comments and start with the Applicant, so if the Applicant would like to come forward.

APPLICANT THOMAS – Good evening; Ryan Thomas with CV Communities. We support Staff's decision on this and I think they have covered a lot of the questions that you guys have had, but if there is anything else I answer for you, I'd be glad to.

CHAIR VAN NATTA – I think we had a question about a tree.

APPLICANT THOMAS – A tree… in a preliminary stance, there is no significant history to that tree and we kind of went over some of the mitigation measures as far as what needs to be done. For example; the Burrowing Owl; that is not a… the tree doesn't necessarily have anything to do with that because that is a bird that is more ground related than anything else, so I don't think that that is an issue. So as it stands right now, I mean based on what we kind of provided through a biostudy, we see that that tree doesn't have any significance, so…

CHAIR VAN NATTA – And there are plans to plant a whole bunch of trees in that development when you are done; right?

APPLICANT THOMAS – Correct, there is a full landscape plan that you guys have in your packet that covers… along the trails there is quite elaborate landscaping along the trails as well as there is a preliminary street tree plan for the tract, so I think that we've kind of covered that. Additionally, each of the water quality basins will have trees and shrubs, so there is a significant amount of landscaping within our project.

CHAIR VAN NATTA- Okay is there any other questions for the Applicant?

COMMISSIONER RAMIREZ – Is there going to be any trails alongside Cactus Avenue on the north side of Cactus.

APPLICANT THOMAS – No, Cactus Avenue does not have a trail. Quincy Trail towards the south will dead end at Cactus and we also have a condition to provide a safe walk across Cactus Avenue. There is a continuation of trails on the other side, but the trails themselves are along the Quincy Channel and along Brodiaea Avenue.

PLANNING OFFICIAL TERELL – Yes but along the north side they'll be a sidewalk of course of the north side of Cactus and it will be curb separated, so it will be a little different than your standard subdivision sidewalk, so it will feel safer, but yeah the multi-use trail on the City's plan is already in existence and it is on the south side of Cactus.

COMMISSIONER RAMIREZ – Okay, thank you

COMMISSIONER GIBA – Just a quick one… I was going over your plant palette. It is kind of close to me right now because of where I live and we've been working on changing that palette up there where I had lived and as I went through it I'm looking at your list of trees and is there any reason why you can't and I don't know John if the plant palette is the same one that they have gone over that we have here or Riverside County. I think the Riverside County one has a huge for natural trees and stuff. For example, something that just stands out right now is you are showing a London Bloodgood, which is a type of a Sycamore, but not a California Sycamore which is much more adapted to this area, especially with being drought tolerant. Also another one for instance is a Pin Oak. Pin Oaks are really very good trees for this area, so I'm just picking out two that come to mind. You've got a nice bunch of tree palettes here but is there any reason why you don't have more for them to choose from down the road if one or another doesn't work out okay.

PLANNING OFFICIAL TERELL – Well I think there is always the opportunity with approval to use trees outside of that list; that's like a perspective list. It's not limiting…

COMMISSIONER GIBA – It's not going to limit them to just these trees… like some plants do…

PLANNING OFFICIAL TERELL – like in Hidden Springs it is different…

COMMISSIONER GIBA – Yes, like some places you are stuck with what they gave you.

PLANNING OFFICIALTERELL – So they would look at this list and if they wanted to do trees other than on the list, they would have to show some equivalency and that would be a Staff level process because as long as they are drought tolerant or what is called California friendly which is different then they would be acceptable replacement trees. But the idea is to provide some sense of guidance and not conformity, but consistency in the subdivision. Most of these trees will be in people's front yards; they'll be street trees and front yard trees and that is why with some of the native trees we shy away from that because they are in a typical front yard, they don't necessarily succeed very well. A famous example; there used to be a planter here many years ago that thought it was great to have California Redwoods planted in front yards and it is a beautiful tree and it actually can grow quite well in this area but if you give it too much water it dies and that's what happened.

COMMISSIONER GIBA – It doesn't tolerate the water as well. That's really kind of all I had right now.

CHAIR VAN NATTA – Okay any other questions for the Applicant?

COMMISSIONER BAKER – I have one. It's just kind of a detail question. Back on your and this might not be the time to talk about this, but on your vinyl fences you are using for privacy here, which I like that idea very much, but the thing I don't see is either on the corners or every… I guess these are eight foot deals; you're not… I don't see you slipping a treated 4 by 4 reinforcement. Typically when I put those in, I always slip in a 4 by 4 post inside the vinyl post; the 5 by 5 post. Are we not calling for… the problem I'm getting at here is you go all over town and as these fences age we are really having some problems. I don't know if you guys are aware…somebody is going to have to start maintaining these. Is that the Parks Department that maintain these fences or how going to do this going down the road?

PLANNING OFFICIAL TERELL – No… private fences are not maintained by Parks and Recreation.

COMMISSIONER BAKER – Even on the trails; right?

PLANNING OFFICIAL TERELL – On the trails they are. Yes, the three rails or two rail fences along the trails; yes, they are maintained by the Parks and

Recreation Department. It is only the private or what we call the privacy fences that are in people yards and those are not maintained by the City. These particular fences are only going to be interior fences so, on corner lots and reverse frontage lots; those are required to be more durable. I think they are specified as block, so it won't be the four corners. The four corners will be interior lots; interior to block.

COMMISSIONER BAKER - So that's kind of over-amping and maybe calling for 4 by 4 on those corner posts or where they terminate next to the block wall or not?

PLANNING OFFICIAL TERELL – I don't know. It is not a City standard, but certainly it is probably good. From experience you know, but it is not the City standard because the City is not responsible for maintaining those.

COMMISSIONER BAKER – No I understand that. And the tubular steel fence; where were you using that? Is that around the trash corral or what is that all about?

ASSOCIATE PLANNER DESCOTEAUX – That would be around the water quality areas

COMMISSIONER BAKER – That would be around the water quality basin and that is an open fence; right?

ASSOCIATE PLANNER DESCOTEAUX – Correct

COMMISSIONER BAKER – Okay, good enough. Okay, so the trail fences we are maintaining by the Parks Department; okay, so if I see one of those broken down, I can call the Parks Department?

PLANNING OFFICIAL TERELL – Yes

COMMISSIONER BAKER – Good. I haven't; not that I'm going to, but…

PLANNING OFFICIAL TERELL – No they would actually prefer if people called them

COMMISSIONER BAKER – No, you know people hit… and I like those vinyl fences but the thing that really worries me about this with the heat we get here and I don't care how many UV inhibitors they put in it, you hit them with a bicycle tire and they are popping. You know, the older they get, it is just… and this one with O'Reilly Parts coming up here you know up the street from me and I know that is a private deal, but they're beating that fence apart.

PLANNING OFFICIAL TERELL – Yes I know that Parks went to the Plex… they used to have all wood fences and they are actually more of a problem.

COMMISSIONER BAKER – You know from painting and I like that deal from a maintenance standpoint believe me they look nice. Okay, sorry about that.

CHAIR VAN NATTA – Okay, any other questions for the Applicant? Okay, thank you very much.

APPLICANT THOMAS – Thank you

CHAIR VAN NATTA – Are there any other Public Comments. I have no slips or anything. I don't see anybody coming up, so we're going to close Public Comments and go to Commissioner… I don't like to call it debate… Commissioner Discussion.

COMMISSIONER CROTHERS- I just want to thank the Applicant for submitting a project that will not only look really well, but it is multi-use for everybody who is the community. It kind of gives them somewhere to go; somewhere to be. I like the addition of all the trees and all the greenery. Oftentimes you drive around the City and there is not too much of that, so I appreciate that being put into the plan and just the basic design of the homes that you submitted and the whole layout. I appreciate it and I know this will be a good addition to Moreno Valley, so thank you.

COMMISSIONER GIBA – And it is my turn. First of all thank you very much. Your package was very informative and very helpful. It gave me a very good perspective. I went out to the site and it fits perfectly as far as I'm concerned. This is a very nice project. I know sometimes we sound like we are nitpicking, but we're really not. I'm just clarifying for me. I like the trail idea when you guys put that in there and the workouts along the way. Again maintaining those with the workouts, but it is very nice and I'm glad you guys have decided to build that in Moreno Valley and that east side; that's another nice little area for that and I'm hoping eventually maybe Moreno Valley School District will put a school in next to you and make it a much more enhanced project for everybody, so congratulations and good job Ryan. I thought you did a good job. Thank you.

COMMISSIONER BAKER – I think this is an ideal project for the area. I went out and also looked it over. I think it is a big plus for area. I like the way it is laid out. I wasn't picking on your fence issue there, it is just something that I'm concerned about as we go down the road, but I think a lot of multi-use there. I'd like to live in that area myself personally. There are a lot of things to do so good luck to you and hope it moves forward.

COMMISSIONER RAMIREZ – Well I'd like to thank you for coming out. The plan is awesome. I think it is ideal for the future of Moreno Valley. We have

intentions of bringing a lot of jobs in the future, so that will be suitable for the new residents that come out here and explore living in Moreno Valley. As far as the variety in homes, I love that it's walkable. I like that you have many different varieties of houses to choose from and they will all be you know right next to each other, so I love the project. I appreciate it and I'm going to vote for this project. Thank you.

CHAIR VAN NATTA – I have to say that I think the project is perfect for the area. It will fit right in. I like it because of being able to enjoy the outdoors a little bit more. I mean we have the weather for it here in California. It is a shame that we don't spend more time outside. I like the size of the lots. I like the multiple cul-de-sacs. From terms of inventory, I think it will be a good addition and that concludes my comments. I would look forward to somebody making a motion.

COMMISSIONER CROTHERS – I motion to approve

CHAIR VAN NATTA – Do you want to go ahead and read the…

COMMISSIONER CROTHERS – Sure, I motion that we **APPROVE** Resolution No. 2013-01and thereby **RECOMMEND** that the City Council:

1. **ADOPT** a Mitigated Negative Declaration for PA12-0029, a Change of Zone, PA12-0030, a General Plan Amendment, PA12-0004, a Conditional Use Permit, PA12-0005, Tentative Tract Map 36436 and a Variance, P12-129, Pursuant to the California Environmental Quality Act (CEQA) Guidelines; and,

2. **APPROVE** PA12-0029, a Change of Zone, PA12-0030, a General Plan Amendment, PA12-0004, a Conditional Use Permit, PA12-0005, Tentative Tract Map 36436 and a Variance P12-129 subject to the attached Zone Change Map, General Plan Map and conditions of approval included as Exhibits A, B and C.

COMMISSIONER GIBA – I'll second that

CHAIR VAN NATTA – Okay, we have a motion and a second… All those in favor?

Opposed – 0

Motion carries 5 – 0, with one absent (Vice Chair Salas)

CHAIR VAN NATTA – Staff would you like to wrap it up for us?

PLANNING OFFICIAL TERELL – Sure, this action shall be forwarded to the City Council for final review and action.

Attachment 7

INITIAL STUDY/
ENVIRONMENTAL CHECKLIST FORM
CITY OF MORENO VALLEY

1. Project Title: PA12-0005 Tentative Tract Map 36436
   PA12-0004 Conditional Use Permit for a Planned Unit Development.
   PA12-0029 Change of Zone
   PA12-0030 General Plan Amendment
   P12-129 Variance

2. Lead Agency Name and Address: City of Moreno Valley
   14177 Frederick Street
   Moreno Valley CA 92553

3. Contact Person and Phone Number: Julia Descoteaux, (951) 413-3209

4. Project Location: South side Brodiaea Avenue south to Cactus Avenue and both east and west sides of the Quincy Channel.

5. Project Sponsor's Name and Address: CV Communities, LLC
   1900 Quail Street
   Newport Beach CA 92705

6. General Plan Designation: R10 & R15

7. Zoning: RS10, R10, R15

8. Description of the Project: (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary)

   Tentative Tract Map 36436 to subdivide 43.52 acres into 159 single family residential lots. The tract proposes to develop 45 lots to the west of the Quincy Channel with the remaining 114 on the east side of the channel. Water Quality basins will be provided within the tract. In order to comply with the Riverside County Flood Control District Master Drainage Plan, the Applicant is required to improve and expand the Quincy Channel in connection with development of the project.

   The current zoning of the site is RS10, R10 and R15 which would allow for small lots and multi-family residential. A Change of Zone has been submitted to establish the R5 zone. If approved the R5 zone along

with the accompanying Planned Unit Development will provide housing at a lower density than the current zoning allows, but is closer in density to the surrounding developments. The density of the proposed development is 4.41 units per acre which falls below the maximum of 5 units per acre in the proposed R5 zone with lots ranging from 6,000 to 15,298 square feet.

A General Plan Amendment is proposed to modify the Land Use to Residential 5 and the Circulation Element due to the elimination of Quincy Street and the connection from Brodiaea Avenue to Cactus Avenue. The proposed land use modification and the elimination of the connection of these two streets will not have an impact on the surrounding area or the proposed project.

A Variance is included in the project for lower west and east exterior property lines of the project due to the elevation difference of the adjacent property and the inability to obtain permission for off-site grading.

A portion of the proposed site has existing entitlements on 14.7 acres for 57 single family residential lots on both the west and east sides of Quincy with proposed modifications to the Quincy Channel in coordination from the State of California Department of Fish and Game, Regional Water Quality Control Board, the City of Moreno Valley and the existing property owner/developer. The entitled project included single family lots within the Specific Plan 214 Cactus Corridor which has since been rescinded. The proposed project is consistent with the prior entitled project.

In response to the notification of the local Indian Tribes per the Native American Heritage Commission and SB 18, additional discussions have taken place to address the potential for archeological finds whereas the applicant will be providing on-site monitoring from an archeologist and a tribal representative per modified conditions of approval and modifications to the mitigation monitoring program.

9. Surrounding Land Uses and Setting: (Briefly describe the project's surroundings)

   Properties to the north include vacant land and large lot developed single family residences with R3 zoning. Properties to the east are vacant and zoned R5, RS10 and R15. To the west and south include existing single family developments zoned RS10 and SP193ML on parcels ranging in size from 5,200 square feet to 8,000 square feet, consistent with the proposed development.

10. Other public agencies whose approval is required (e.g. permits, financing approval, or participation agreement). This includes Riverside County Flood Control and Water Conservation District, Eastern Municipal Water District and Southern California Edison Company.

    The project requires improvements over the existing Quincy Channel and the project applicant will be coordinating with the California Department of Fish and Game and the U.S. Army Corps of Engineers.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below(■) would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

	Aesthetics		Greenhouse Gas Emissions		Population/Housing
	Agricultural Resources		Hazards & Hazardous Materials		Public Services
	Air Quality		Hydrology/Water Quality		Recreation
	Biological Resources		Land Use/Planning		Transportation/Traffic
	Cultural Resources		Mineral Resources		Utilities/Service Systems
	Geology/Soils		Noise		Mandatory Findings of Significance

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.	
I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.	X
I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.	
I find that the proposed project MAY have a "potential significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.	
I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.	

Signature Date

Printed Name For

EVALUATION OF ENVIRONMENTAL IMPACTS

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4) "Negative Declaration: Potentially Significant Unless Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analysis," as described in (5) below, may be cross-referenced).

5) Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063 (c) (3) (d). In this case, a brief discussion should identify the following:

   (a) Earlier Analysis Used. Identify and state where they are available for review.

   (b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

   (c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9) The analysis of each issue should identify: (a) the significance criteria or threshold used to evaluate each question; and (b) the mitigation measure identified, if any, to reduce the impact to less than significance.

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
I. **AESTHETICS.** Would the project:				
a) Have a substantial adverse effect on a scenic vista?			X	
The project site is not located in an area identified in the General Plan as an aesthetic resource or a significant visual resource. Since the project is proposed in an area where development has taken place over the years, the effect would be a less than significant effect on existing scenery in the area. The project as designed and conditioned will assure a design standard that will not have a substantial adverse effect on the scenic vista of the area.				
b) Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?			X	
There are no trees, rock outcroppings or historic buildings on the site. There are no state scenic highways in the vicinity of the site. The site has been disked over the years for weed abatement. There are some trees and as designed and conditioned, the project will not substantially damage scenic resources.				
c) Substantially degrade the existing visual character or quality of the site and its surroundings?			X	
The site is currently vacant and is bounded on the north and east by vacant land which is zoned for single-family residential uses. Surrounding land uses to the north include vacant R3 zoned land with some custom homes to the northeast on Brodiaea Avenue. Land use to the west includes existing single-family tract homes in the RS10 zone, which is comparable to the Planned Unit Development (PUD) proposed by this project. The proposed R5 zoning and the PUD with the 6,000 square foot minimum lots sizes are consistent with existing land uses and as designed and conditioned will not substantially degrade the existing visual character or quality of the site and its surroundings.				
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			X	
As the site is currently vacant, the proposed development will add new light and glare. All project lighting will be required to comply with the Municipal Code provisions regarding light and glare. Compliance with the Municipal Code, including shielding of all exterior lights, will reduce light and glare impacts to surrounding properties to less than significant.				
II. **AGRICULTURE RESOURCES**: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project?				
a) Convert Prime Farmland, Unique Farmland or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency to non-agricultural use?			X	
The site has been used in the past for agriculture. The Municipal Code allows for agricultural uses such as crops in all zoning districts. The site is designated as prime farmland on the Riverside County Important Farmland Map (1998) with a portion of the site having been planted with wheat in the past. The site has no agriculturally productive activities occurring within the project boundaries.				
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
The site is not currently in agricultural use, or under Williamson Act control. There is no existing surrounding agricultural use, or sites under Williamson Act contract. The Municipal Code allows for agricultural uses such as crops in all zoning districts, therefore, the proposed tentative tract map does not conflict with existing zoning for agricultural use, or impact sites under Williamson Act contract.				
c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?				X
There is no immediate surrounding agricultural use, or any proposed according to the General Plan. The proposed tentative tract map will not involve changes to the existing environment, which will result in the conversion of farmland to non-agricultural use.				
III. **AIR QUALITY:** Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?		X		

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact

The Air Quality Management Plan (AQMP) sets forth a comprehensive program that will lead the air basin into compliance with all federal and state air quality standards. The AQMP control measures and related emission reduction estimates are based upon emissions projections for a future development scenario derived from land use, population, and employment characteristics defined in consultation with local governments. Accordingly, conformance with the AQMP for development projects is determined by demonstrating compliance with local land use plans and/or population projections. Based upon the Air Quality Impact Analysis prepared for the project by Urban Crossroads Inc., 2012, section 3.6, the project satisfies the two applicable criteria for determining consistency, the Project is deemed consistent with the AQMP and a less than significant impact will occur. The project is in conformance with the AQMP. Based upon the project density and proposed use, the project is in compliance with the General Plan. The General Plan Amendment sought in connection with the project merely modifies the General Plan Circulation Element, updates the zoning and does not change the project's conformance with the AQMP.

Additionally, the Project will not exceed any applicable numeric thresholds for construction (after mitigation) or operational activity.

Detailed construction and operational emission summaries and model outputs are provided in the report (TTM No. 36436) Air Quality Impact Analysis, Urban Crossroads, Inc. 2012.

The only applicable mitigation measure identified in the report (TTM No. 36436) Air Quality Impact Analysis, Urban Crossroads, Inc. 2012 that is required is as follows:

MM AQ-1

The following measures are recommended to be incorporated into Project plans and specifications as implementation of Rule 403:

- The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day. As shown in Table XI-A, located in Appendix "B", implementation of this measure is estimated to reduce PM_{10} and $PM_{2.5}$ fugitive dust emissions by approximately 61%. The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are reduced to 15 miles per hour or less to reduce PM10 and PM2.5 fugitive dust haul road emissions by approximately 44%.

b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation.		X		
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?		X		
(b. through c.) The proposed area is designated as an extreme non-attainment area for ozone, and a non-attainment area for PM10 and PM2.5. Germane to this non-attainment status, the project-specific evaluation of emissions presented in the Air Quality Impact Analysis study completed for this project demonstrates that the project will not result in exceedances of any applicable thresholds which are designed to assist the region in attaining the applicable state and national ambient air quality standards. The project will comply with SCAQMD's Rule 403 (fugitive dust control) during construction, as well as all other adopted AQMP emissions control measures. Per SCAQMD rule and mandates, as well as the CEQA requirements would also be imposed on all projects Basin-wide, which would include all related projects. As such, cumulative impacts with respect to criteria pollutant emissions would be less than significant.				
d) Expose sensitive receptors to substantial pollutant concentrations?		X		
The proposed residential project will not result in substantial pollutant concentrations after mitigation, and therefore will not expose people to pollutant concentrations.				
e) Create objectionable odors affecting a substantial number of people?				X
The proposed residential project would not create any source of objectionable odors affecting other people since it does not involve any industrial or other production activities.				
IV. **BIOLOGICAL RESOURCES**. Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U. S. Fish and Wildlife Service?		X		

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact

The project site is comprised of 43.52 acres located on the south side of Brodiaea Avenue and on the west side of Quincy Street and the east side of Quincy Channel south to Cactus Avenue. The project will be improved in accordance with the District's Master Drainage Plan. The entire channel at this location will be permanently disturbed in association with expansion and reconfiguration improvements to the Quincy Channel. The following agency jurisdictions have the potential to be impacted. Regional Water Quality Control Board, Army Corps of Engineers and California Department of Fish and Game.

A Biological Assessment for the property was prepared on November 6, 2012 by Glenn Lukos Associates, Inc. with the following results:

Burrowing Owl Focused Survey:

The project site contains suitable habitat with the potential to support burrowing owls, including ground squirrel burrows. However, no burrowing owls or diagnostic owl sign were detected during focused surveys.

Nesting Birds:

The project site supports low to medium height herbaceous vegetation with the potential to support nesting birds. The migratory Bird Treaty Act (MBTA) and California Fish and Game Code prohibits impacts to nesting birds.

Raptor Foraging Habitat:

The project site consists mostly of flat open fields with low-growing ruderal vegetation, agricultural field crop lands, and annual grasses that can be utilized by raptor for foraging. However, there are no nesting opportunities for raptors on site.

Riparian/Riverine Areas and Vernal Pools:

The project site contains approximately 0.18 acres of scattered patches of mule fat scrub and is limited to the on-site portion of the project and are limited to the bed and bank of the Quincy Channel with larger stands upstream. This habitat is not suitable for the vireo, flycatcher or cuckoo. Additionally, this disturbed habitat has marginal quality for riparian birds: therefore, the loss of this patchy habitat will not result in an adverse loss of functions or vales for the MSHCP covered species. Also, this disturbance would not have the potential to directly or cumulatively impact functions or values of downstream biological resources. The project site does not contain vernal pools, or other suitable habitat for fairy shrimp, including the Riverside fairy shrimp or the vernal pool fairy shrimp.

Jurisdictional Waters:

The project site contains a portion of the Quincy Channel, portions which are within the jurisdiction of the Corps, CDFG and Regional Board.

Potential Corps jurisdiction associated with the project site totals .48 acres, none of which consists of jurisdictional wetlands. A total of 1,481 linear feet of streambed is present,

Potential Regional Board jurisdiction associated with the project site totals 0.57 acre, none of which consists of jurisdictional wetlands. A total of 1,791 linear feet of streambed is present.

Potential CDFG jurisdiction associated with the project site consists of 1.04 acres of which .18 acres consists of vegetated riparian habitat. A total of 1,791linear feet of streambed present.

The impacts to jurisdictional waters will require a CWA Section 404 permit from the Corps, a CWA Section 401 Water Quality Certification and/or Section 13260 Report of Waste Discharge from the Regional Board, and a Fish and Game Code Section 1602 Streambed Alteration Agreement from CDFG. The project shall mitigate permanent impacts to jurisdictional waters with Mitigation Measure BIO-3 as stated below.

The project will not result in significant indirect impacts to special-status biological resources. The project site is not located adjacent to the MSHCP Conservation Area and therefore the project is not required to implement measures pursuant to the MSHCP Urban Wildland Interface Guidelines. The project will pay mitigation fees required by the MSHCP. Because the project is consistent with the MSHCP and with mitigation measures to be implemented, the cumulative impacts attributed to the project would be reduced to below a level of significance.

The entire site has been disturbed by human activities including disking of the site.

The following mitigation measures shall apply to the proposed residential development for actual or potential impacts to the special-status resources. In addition, mitigation is also provided by the MSHCP through participation with the MSHCP and compliance with MSHCP requirements:

BIO-1 Pursuant to Objective 6 of the MSHCP species-specific objectives for the burrowing owl, a qualified biologist shall conduct pre-construction presence/absence surveys for burrowing owl within 30 days prior to any disturbance of the site. If owls are detected onsite, a qualified biologist shall relocate the owls from the site following accepted protocols. Owl relocation shall occur between September 15th and February 1st to avoid the nesting season. The take of active nest is not allowed by the MSHCP, and is prohibited by the MBTA and California Fish and Game Code.

BIO-2 Any vegetation clearing and ground disturbance should be conducted outside of the nesting season (February 1st through September 15th). If avoidance of the nesting season is not feasible, then a qualified biologist shall conduct a nesting bird survey within 3 days prior to any disturbance of the site. If active nests are identified, the biologist shall establish suitable buffers around the nest, and the buffers shall be avoided until the nests are no longer occupied and the juvenile birds can survive independently from the nests.

BIO-3 The Project shall mitigate permanent impacts to 0.48 acre of Corps jurisdiction, 0.57 acre of permanent impacts to Regional Board jurisdiction, and 1.04 acre of permanent impacts to CDFG jurisdiction through acquisition of credits at a minimum 1:1 ratio from an approved mitigation bank, such as the Santa Ana River Mitigation Bank, and/or in-lieu fee program, such as the Santa Ana Watershed Association (SAWA) In-Lieu Fee Program, or another environmentally sensitive entity such as the Riverside-Corona Resource Conservation District or the Inland Empire Resource Conservation District within the Santa Ana River Watershed, which includes the San Jacinto River Watershed. Implementation of Mitigation Measure BIO-3 will reduce potential impacts to jurisdictional waters to a less than significant level in compliance with CEQA.

The project will be required to pay SKR and MSHCP mitigation fees.

b) Have a substantially adverse effect on any riparian habitat or other sensitive		X		

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U. S. Wildlife Service?				
The project site contains approximately 0.18 acres of scattered patches of mule fat scrub and is limited to the on-site portion of the project and are limited to the bed and bank of the Quincy Channel with larger stands upstream. This habitat is not suitable for the vireo, flycatcher or cuckoo. Additionally, this disturbed habitat has marginal quality for riparian birds: therefore, the loss of this patchy habitat will not result in an adverse loss of functions or vales for the MSHCP covered species. . Also, this disturbance would not have the potential to directly or cumulatively impact functions or values of downstream biological resources. The project site does not contain vernal pools, or other suitable habitat for fairy shrimp, including the Riverside fairy shrimp or the vernal pool fairy shrimp. Project shall mitigate permanent impacts to 0.48 acre of Corps jurisdiction, 0.57 acre of permanent impacts to Regional Board jurisdiction, and 1.04 acre of permanent impacts to CDFG jurisdiction through acquisition of credits at a minimum 1:1 ratio from an approved mitigation bank, such as the Santa Ana River Mitigation Bank, and/or in-lieu fee program, such as the Santa Ana Watershed Association (SAWA) In-Lieu Fee Program, or another environmentally sensitive entity such as the Riverside-Corona Resource Conservation District or the Inland Empire Resource Conservation District within the Santa Ana River Watershed, which includes the San Jacinto River Watershed. Implementation of Mitigation Measure BIO-3 will reduce potential impacts to jurisdictional waters to a less than significant level in compliance with CEQA.				
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?			X	
A Jurisdictional Delineation Report was prepared on by Glenn Lukos Associates, Inc. on November 6, 2012. The report identified non-wetland Waters of the United States along the Quincy Channel and along a portion of Brodiaea Avenue. Based upon this report, there are no wetlands located on the project site.				
d) Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?			X	
This project site is located on the edge of existing development. There are existing tract homes immediately to the west and tract homes further to the south on Cactus Avenue. Further to the northeast are existing custom homes on 10,000 to 20,000-square foot or greater parcels. A Biological Assessment for the property was prepared on November 6, 2012 by Glenn Lukos Associates, Inc. The project site contains suitable habitat with the potential to support burrowing owls, including ground squirrel burrows. However, no burrowing owls or diagnostic owl sign were detected during focused surveys, so it is unlikely that the proposed project will directly impact sensitive species. There are no known migratory fish or wildlife species or migratory wildlife corridors, on or near the project site.				
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
The proposed project will not conflict with any General Plan or local policies pertaining to the protection of biological resources. The project is consistent with the goals and objectives of the General Plan.				
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state habitat conservation plan?			X	
The proposed project is located within the boundaries of the Stephen's Kangaroo Rat Habitat Conservation Plan (SKR HCP). Also, the City is participating in the Multiple Species Habitat Conservation Plan (MSHCP), a comprehensive habitat conservation-planning program addressing multiple species' needs, including preservation of habitat and native vegetation in Western Riverside County. The project is not within any of the (MSHCP) criteria areas, PQP land, or any special survey areas, other than the burrowing owl survey area. A burrowing owl survey assessment was completed for this site with no owls observed on the site. The project has been conditioned to coordinate with the U.S. Army Corps of Engineers, the Santa Ana Regional Water Quality Control Board, and the California Department of Fish and Game for any permits that will be required for development of the project. Therefore, the project as designed and conditioned will not conflict with the MSHCP. The SKR Habitat plan will require a fee of $500.00 per acre to be paid by the developer to assist in setting aside established protection areas for said habitat. This project will also be subject to fees to support the implementation of the MSHCP.				
V. **CULTURAL RESOURCES**. Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?				X
b) Cause a substantial adverse change in the significance of an archaeological resources pursuant to Section 15064.5?				X
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a. through c.) Based upon inspection of the project site and review of the Cultural Resources Inventory for the City of Moreno Valley, (Archeological Research Unit, University of California, Riverside, October 1987), there are no known archaeological resources on the site. There are no historical structures existing on the site. There are no known paleontological or unique geological features on the site.				
d) Disturb any human remains, including those interred outside of formal cemeteries?			X	
No known human remains have been identified at the project site. Conditions of approval address the issue of inadvertent discoveries. A standard condition of approval will be placed on the project to cease excavation or construction activities if archaeological, paleontological, or historical resources are uncovered on the project site.				
VI. GEOLOGY **AND SOILS**. Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:				
(i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				X
The proposed project would not have a direct impact on creating geologic concerns. The area is currently designated for single-family residential uses. In addition, the site is not within an Alquist-Priolo zone, or other designated fault hazard zone. According to the City's environmental information and the Geotechnical report provided, the project site is not on any known earthquake fault. There is no risk of ground rupture due to faulting at the proposed project site.				
(ii) Strong seismic ground shaking?			X	
The nearest fault is the San Jacinto fault system, which is located about 2.5 miles to the northeast. The Casa Loma fault system also lies within close proximity – about 3-miles northeast of the site. It should be noted, that within the City of Moreno Valley, the Casa Loma fault is only a fault trace. The San Andreas fault system is 13.6 miles from the site. The active Sierra Madre and San Gabriel fault zones lie roughly 35 and 70miles respectively to the northwest of the site. The active Elsinore and Newport-Inglewood fault zones lie approximately 20 and 45 miles, respectively, to the southwest of the site. This faulting is not considered a significant constraint to development on the site with the use of current development codes.				
(iii) Seismic-related ground failure, including liquefaction?			X	
According to the City's environmental resources, the project site is not on, or close to, any known earthquake fault. However, ground-shaking intensity could possibly be moderately-high during a 100-year interval earthquake. Water table and soil conditions are not conducive to seismic related failure. Potential dynamic settlements are within design tolerances per soils report provided by applicant				
(iv) Landslides?				X
This site is not near or adjacent to the mountainside areas. The site is mostly flat, and landslides will not be an issue. There is no potentially significant impact from landslides.				
(b) Result in substantial soil erosion or the loss of topsoil?			X	
The development of the site will likely result in the reduction of erosion with the placement of buildings and landscaping on the site. During construction, there is the potential for less than significant impacts for short-term soil erosion from minimal excavation and grading. This will be addressed as part of standard construction, such as watering to reduce dust and sandbagging, if required, during raining periods which will be part of the SWPPP document provided by the applicant				
(c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			X	
The project will be required to provide an updated Geotechnical Report during the grading process to ensure any existing unsuitable soil condition is eliminated. As provided for in the conditions of approval, the applicant must provide a soils and geologic report to City prior to any disturbance of the site. . Potential dynamic settlements are within design tolerances.				
(d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?				X
The site will not be located on expansive soil as defined in Table 18-1-B of the Uniform Building Code that would create substantial risks to life or property. As provided for in the conditions of approval, the applicant must provide a soils and geologic report to the City prior to any disturbance of the site.				
(e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
The project will operate on a sewer system that will be reviewed, approved and installed according to Eastern Municipal Water District requirements. The proposed project will not be introducing septic tanks or alternative water disposal systems.				
VII. **GREENHOUSE GAS EMISSIONS.** Would this project?				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
Global climate change is caused by greenhouse gas (GHG) emissions throughout the world. Mitigating global climate change will require worldwide solutions. Greenhouse gases are gases emitted from the earth's surface that absorb infrared radiation in the atmosphere. Increases in these gases lead to more absorption of radiation and warm the lower atmosphere, and therefore increase evaporation rates and temperatures on the Earth's surface. The City of Moreno Valley is currently in the process of preparing a Climate Action Strategy. However, at this time, there are no widely accepted thresholds of significance for determining the impact of GHG emissions from an individual project, or from a cumulative standpoint. As provided for in the CEQA Guidelines (Section 15064.4), it is necessary for the lead agency to make a good-faith effort in considering GHG emissions on a project specific basis. Based on the limited scope of the project and consistency of the project with the City's adopted General Plan, zoning, and Specific, the City has chosen to rely on a qualitative analysis. It should also be noted that a portion of the site has been previously entitled for a similar 57 single family residential project. To the extent possible based on scientific and factual data available, it has been determined that this project will not result in generating greenhouse gas emissions that will either directly or indirectly have a significant impact on the environment. Based on a Greenhouse Gas Analysis prepared for the project it was determined that the project would not result in a significant impact as the project is required to comply with all mandatory regulatory requirements imposed by the State of California and the South Coast Air Quality Management District aimed at the reduction of air quality emissions. Furthermore, a greenhouse gas impact analysis has been prepared: *for (TTM No. 36436) Greenhouse Gas Impact Analysis, Urban Crossroads, Inc. 2012*. Results of the analysis indicate that the project will result in approximately 2,962.14 MT/yr CO2e (see table *Total Project Greenhouse Gas Emissions (Annual) (Metric Tons Per Year)*; the proposed project would not exceed the SCAQMD's interim threshold of 3,500 MT/yr CO2e. Therefore, a less than significant impact will occur.				
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?				X
The proposed project would not conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases. The City does not currently have an adopted plan. Notwithstanding, the report for *f(TTM No. 36436) Greenhouse Gas Impact Analysis, Urban Crossroads, Inc. 2012* has evaluated whether or not the Project would conflict with the requirements of AB 32, and more specifically, the CARB Scoping Plan. Results of the analysis conclude that the Project would not conflict with AB 32 or the CARB Scoping Plan and a less than significant impact will occur.				
VIII. HAZARDS **AND HAZARDOUS MATERIALS.** Would the project?				
a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?				X
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				X
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
(a. through c) The proposed project will not create a significant hazard to the public or the environment. There will be no known hazardous materials associated with the development of the site. The project as designed and conditioned will not emit hazardous emissions or handle hazardous materials.				
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result would it create a significant hazard to the public or the environment?				X
The project is not located on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.				
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
The nearest airport is the March Air Reserve Base located approximately nine miles to the west. The distance to the runway is approximately eleven miles. The site is not within the crash zones or the noise contours identified in the most recent Air Installation Compatible Use Zone (AICUZ) study. (Municipal Code Section 9.07.060) The site is not within an airport land use plan.				
f) For a project within the vicinity of a private airstrip, would the project result in				X

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a safety hazard for people residing or working in the project area?				
There are no private airstrips within the City of Moreno Valley. The project is not within proximity of a private airstrip. Therefore, the project would not result in a safety hazard pertaining to proximity of a private airstrip.				
g) Impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
The proposed project would not have any direct effect on an adopted emergency response plan, or emergency evacuation plan. The City's emergency plans are also consistent with the General Plan. The proposed project has been designed and conditioned to provide required circulation and required fire access to allow for ingress of emergency vehicles and egress of residents. Therefore, the proposed project would not be in conflict in any way with the emergency response or emergency evacuation plans.				
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X
The proposed project site is not adjacent to wildlands, and as such would not expose people or structures to a significant risk of loss, injury or death involving wildland fires. In addition, the project is not located within a designated wildland area.				
IX. HYDROLOGY **AND WATER QUALIT**Y. Would the project:				
a) Violate any water quality standards or waste discharge requirements?			X	
As with any urban project, runoff entering the storm drainage system would contain minor amounts of pollutants (including pesticides, fertilizers and motor oil). This could incrementally contribute to the degradation of surface and sub-surface water quality. Additionally, grading activities would temporarily expose soils to wind and water erosion that would contribute to downstream sedimentation. A preliminary Water Quality Management Plan (WQMP) was reviewed by the City's Land Development Division. The plan reviewed on-site drainage and has incorporated post construction best management practices (BMPs) into the site plan. Two water quality basins are included in the design of the project. A final WQMP is required to be submitted and approved prior to the approval of any grading plans. A Storm Water Pollution Prevention Plan (SWPPP) will be required prior to approval of any grading plans. The SWPPP will require implementation of construction BMPs that will assist with sediment and erosion control during construction. The proposed project would comply with all drainage master plans permits and development guidelines associated with urban runoff. Both project construction and operation are subject to established regulatory programs directed at avoiding violations of water quality standards and waste discharge requirements. Project construction activities are subject to implementation of a range of known BMPs as detailed in the required SWPPP. Project operation activities are subject to implementation of site design, source control, and treatment control BMPs as identified in the WQMP. Additionally, ongoing maintenance and monitoring responsibilities of the proposed BMPs are defined in the WQMP. Furthermore, the project will be designed in accordance with the conditions of approval set forth by the City. These conditions require the implementation of a SWPPP and WQMP. The SWPPP, WQMP together with the City's grading ordinance, the project grading and erosion control plans, and City inspection oversight during grading and construction, will ensure that water quality and discharge impacts are less than significant.				
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			X	
The Eastern Municipal Water District (EMWD) would provide the proposed project with water supplies as opposed to utilizing individual water wells. Water supplies are adequate to serve the proposed project. Although the project would cover a majority of the site with impervious surfaces, the landscaped areas would still provide a means for groundwater recharge. Impacts would be less than significant.				
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?			X	

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Quincy Channel, which bisects the project site, will be improved in accordance with Riverside County Flood Control and Water Conservation District's Moreno Master Drainage Plan in its present alignment. Improvements consist of a ungrouted rip rap lined trapezoidal channel with cut off walls on each bank to prevent future meandering of the channel. Project area runoff east of the channel will continue to discharge into Quincy Channel, just south of the project boundary. Project area runoff west of the channel will be intercepted by a proposed master drainage plan storm drain line in Cactus Avenue which will direct flows away from Quincy Channel and ultimately connect to an existing storm drain line further west in Cactus Avenue. Northerly offsite flows will be intercepted by a proposed master drainage plan storm drain line in Brodiaea Avenue which will then discharge into Quincy Channel. Ungrouted rip rap lined channel improvements will help to reduce sedimentation downstream of the project site. This project has been conditioned to coordinate with the Army Corp of Engineers (ACOE), and the California Department of Fish and Game (CDFG) for any permits that will be required of the project. The project will not cause a change in the existing drainage pattern that would result in substantial erosion or siltation on- or off-site. Therefore, project implementation would not result in modifications that could ultimately result in substantial erosion or siltation on- or off-site. Impacts would be less than significant.				
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or surface runoff in a manner which would result in flooding on- or off site?			X	
As previously stated, there will be no alteration of drainage patterns. The project will create more impervious surfaces through the construction of streets, hardscape, and structures which will decrease the soil absorption rate and increase the rate of surface runoff. However, the project proposes the construction of storm drains which will be sized to accept existing and incremental development runoff. Therefore, project implementation would not result in modifications that could ultimately result in flooding on- or off-site. Impacts would be less than significant.				
e) Create or contribute runoff which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?			X	
f) Otherwise substantially degrade water quality?			X	
(e and f) The project will be required to construct adequately sized storm drain facilities in accordance with RCFC&WCD and City standards. The storm drain facilities will be sized to capture developed 100-year storm flows. In addition, two water quality basins will be required in order to reduce additional sources of polluted runoff caused by the project development.				
g) Place housing within a 100-year floodplain, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?			X	
. The current Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) indicates that the project is in Flood Zone X, "Areas of 0.2% annual chance flood areas; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood. This flood zone (which is not a Special Flood Hazard Area) does not require any Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR). The storm drain system designed for this project including Quincy Channel, will collect and convey the 100-year storm flows in accordance with Riverside County Flood Control District and City criteria.				
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?			X	
The current Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) indicates that the project is in Flood Zone X, "Areas of 0.2% annual chance flood areas; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood. The storm drain system designed for this project including Quincy Channel, will collect and convey the 100-year storm flow in accordance with Riverside County Flood Control District and City criteria.				
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?			X	

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact

The current Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) indicates that the project is in Flood Zone X, "Areas of 0.2% annual chance flood areas; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

The storm drain system designed for this project including Quincy Channel, will collect and convey the 100-year storm frequency in accordance with Riverside County Flood Control District and City criteria.

The project will collect and covey 100-year storm event flows to the improved Quincy Channel and to existing master plan drainage facilities. The project is outside of the delineated dam inundation area for Perris Dam at Lake Perris Reservoir and will not expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam.

j) Inundation by seiche, tsunami, or mudflow?				X

The site is not identified in the General Plan as a location subject to seiche, or mudflow.

X. **LAND USE AND PLANNING**. Would the project:

a) Physically divide an established community?				X

The project is located within the RS10, R10 and R15 residential zones. The project proposes a Tentative Tract Map (36436), a Conditional Use Permit (CUP), a Variance, a Change of Zone and a General Plan Amendment subdividing 43.52 acres into 159 single family residential lots within a Planned Unit Development, modifying the zoning from Residential single family 10 (RS10), Residential 10 (R10) and Residential 15 (R15) multi-family to Residential 5 (R5) with lots ranging from 6,000 to 15,298 square feet and the General Plan amendment to modify the land use and circulation element to be consistent with the proposed development and the surrounding area and a Variance proposed for higher retaining walls due to the change in grade from the adjacent parcels to the west and southeast. The project site is bounded on the west, south and east by comparable zoning with existing single-family tract homes immediately to the west. Land uses to the north include vacant land and custom homes in the R3 zone. The proposed project, as conditioned and designed is in conformance with the standards the City's Municipal Code. The addition of the proposed use will not physically divide an established community.

b) Conflict with an applicable land use plan, policy or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?			X	

The project is located within the RS10, R10 and R15 residential zones. The project proposes a Tentative Tract Map (36436), a Conditional Use Permit (CUP), a Variance, a Change of Zone and a General Plan Amendment subdividing 43.52 acres into 159 single family residential lots within a Planned Unit Development, modifying the zoning from Residential single family 10 (RS10), Residential 10 (R10) and Residential 15 (R15) multi-family to Residential 5 (R5) with lots ranging from 6,000 to 15,298 square feet and the General Plan amendment modify the circulation element to be consistent with the proposed development and the surrounding area. The proposed project, with the approval of the Change of Zone and the General Plan Amendment, as designed and conditioned will be in conformance with the standards of the City's Municipal Code and the General Plan.

c) Conflict with any applicable habitat conservation plan or natural community conservation plan?			X	

The proposed project is located within the boundaries of the Stephen's Kangaroo Rat Habitat Conservation Plan (SKR HCP). Also, the City is participating in the Multiple Species Habitat Conservation Plan (MSHCP), a comprehensive habitat conservation-planning program addressing multiple species' needs, including preservation of habitat and native vegetation in Western Riverside County. The project is not within any of the (MSHCP) criteria areas, PQP land, or any special survey areas. A burrowing owl survey assessment was completed for this site with no owls observed on the site. Based upon a Biological Report dated November 6, 2012, the project is in compliance with the MSHCP. The project has been conditioned to coordinate with the U.S. Army Corps of Engineers, State Water Resources Control Board and the California Department of Fish and Game for any permits that will be required for development of the project. Therefore, the project as designed and conditioned will have no impacts on the MSHCP. The SKR Habitat plan will require a fee of $500.00 per acre to be paid by the developer to assist in setting aside established protection areas for said habitat. This project will also be subject to fees to support the implementation of the Multiple Species Habitat Conservation Plan.

XI. MINERAL RESOURCES. Would the project:

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X

The project site is located in an urbanized area with additional development occurring in the vicinity. No active mines or mineral recovery programs are currently active within the project site. No mineral deposits have been identified in the General Plan; consequently, the development of the project site would not conflict with a mineral recovery plan as adopted by the General Plan. Therefore, no significant impacts would occur.

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X
The project site is located in an urbanized area with additional development occurring in the vicinity. No active mines or mineral recovery programs are currently active within the project site. No mineral deposits have been identified in the General Plan; consequently, the development of the project site would not conflict with a mineral recovery plan as adopted by the General Plan. Therefore, no significant impacts would occur.				
XII. NOISE. Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			X	
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
(a. through c.) There will no substantial permanent increase in ambient noise levels with the proposed project as designed and conditioned, there would be only minor increases in noise levels over existing conditions during construction. The tract is conditioned to include block walls along the lots which back to the Quincy channel as well as lots along Brodiaea Avenue, Wilmot Avenue and Cactus Avenue.				
d) A substantially temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
Ambient noise levels will not substantially increase due to the proposed project. During construction, there will be some additional short-term noise from construction equipment. The City has a standard condition of approval regarding the public nuisance aspect of the construction activities. The construction operations including building related activities and deliveries shall be restricted to Monday through Friday from 6:00 AM to 8:00 PM, excluding holidays, and from 7:00 AM to 8:00 PM on weekends and holidays, in accordance with City Municipal Code 8.14.040, unless otherwise extended or shortened by the City Engineer or Building Official.				
e) For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X
The project is not located within the area of an adopted airport land use plan.				
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X
There is no private airstrip within the vicinity of the site, or within the City of Moreno Valley.				
XIII. POPULATION AND HOUSING. Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			X	
The proposed tentative tract map for a 159-lot subdivision is not expected to create substantial population growth. There is considerable existing development of the surrounding area as demonstrated by existing residences and existing road improvements and other infrastructure. Therefore, this project will have a less than significant impact.				
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
There are no existing residences on the site.				
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X
There are no existing residences on the site. The project will not displace any residents.				
XIV. PUBLIC SERVICES. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire protection?			X	
b) Police protection?			X	

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Schools?			X	
d) Parks?			X	
e) Other public facilities?			X	
(a-e) There will be an incremental increase in the demand for new or altered public services including library, city hall, and city yard facilities. These facilities would be needed with or without the project.				
XV. RECREATION.				
a) Would the project increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			X	
The project would most likely increase the use of parks. The impact of this project on parks is anticipated to be minimal. This project will be subject to development impact fees, which shall address the impact of the proposed 159-lot subdivision to recreational facilities.				
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			X	
This project does include the extension of a multi-use trail within the public right-of-way along the south side of Brodiaea Avenue and the west side of the Quincy Channel with several exercise stations along the Quincy trail for public use. These trail segments are identified on the Master Plan of Trails within the City's General Plan.				
XVI. **TRANSPORTATION/TRAFFIC.** Would the project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?			X	
With the approval of the General Plan Amendment for the modification to the Circulation Element, Quincy Street will be removed from the General Plan circulation element within the project area. Quincy Street is currently a Collector (66' R.O.W.) on the Circulation Element and the alignment connects from Cactus Avenue to Brodiaea Avenue. The project as designed eliminates Quincy Street as a high-volume collector (66' R.O.W.) and does not connect directly to Brodiaea Avenue. Staff has determined that the increase in traffic due to development of the vacant project site will be consistent with the capacity of the proposed and existing street systems.				
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?			X	
The proposed project is consistent with a proposed change to the Circulation Element of the City's General Plan. Quincy Street is currently a Collector (66' R.O.W.) on the Circulation Element and the alignment connects from Cactus Avenue to Brodiaea Avenue. The project as designed eliminates the connection from Brodiaea Avenue to Cactus Avenue. The project as designed and conditioned will not exceed a level of service established by the City.				
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				X
The proposed project would have no direct or indirect effect on air traffic patterns.				
d) Substantially increase hazards to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?				X
As designed, the project will not result in hazards. The project is not adjacent to any potential incompatible uses.				
e) Result in inadequate emergency access?				X
The project as designed and conditioned is consistent with City standards. The site will be readily accessible for emergency access.				
f) Conflict with adopted policies or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?				X
There is no conflict with adopted alternative transportation policies.				
XVII. UTILITIES AND SERVICE SYSTEMS. Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				X
b) Require or result in construction of new water or wastewater treatment facilities				X

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
or expansion of existing facilities, the construction of which could cause significant environmental effects?				
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				X
e) Result in a determination by the wastewater treatment provider which serves or may serve the project determined that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X
(a. through e.) The proposed project is consistent with the General Plan, and therefore will not exceed wastewater requirements of the Regional Water Quality Control Board. Since the project is consistent with the General Plan land use, the project would not require or result in construction of new water or wastewater treatment facilities or expansion of existing facilities, or require or result in the construction of new storm water drainage facilities, or expansion of existing facilities.				
f)) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?				X
The needs of the project for solid waste capacity would be negligible. The proposed project is expected to result in the use of utilities similar to the commercial uses in the vicinity. The project will be served by a landfill in the Badlands with sufficient permitted capacity to accommodate the project's solid waste disposal needs per the City's EIR completed for the General Plan update.				
g) Comply with federal, state, and local statues and regulations related to solid waste?				X
The City is complying with State and Federal regulations regarding solid waste. All future projects will comply with the current policies regarding solid waste.				
XVIII. MANDATORY FINDINGS OF SIGNIFICANCE.				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?			X	
The project would not significantly degrade the quality of the environment or reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory. The analysis in this Initial Study demonstrates that project and cumulative impacts would be less than significant. Finally, the project consists of residential uses that would not result in substantial adverse health effects on human beings. The project has been conditioned to conduct a burrowing owl survey prior to any grading on the site. The project has also been conditioned to obtain the necessary permits or waivers for the alteration of the existing Quincy Channel from the U.S. Army Corps of Engineers and the California Department of Fish and Game. The project does not have the potential to degrade the quality of the environment. The project has been previously disked and therefore will have a less than significant impact on fish or wildlife resources. There are no historic structures on the site, and there will be no impact to historic resources.				
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?			X	
This project will not create any impacts, that when viewed in connection with existing land uses, other recently approved projects, and existing and future proposed land use designations (Comprehensive General Plan Update) and future projects, would be considered cumulatively considerable. It is not expected that the proposed tentative tract map would result in incremental effects. The analysis in this Initial Study demonstrates that the proposed project cumulative impacts would be less than significant.				
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X	
The project consists of a residential use that will not cause substantial adverse effects on human beings, either directly or indirectly for the reasons described in this checklist/initial study.				

PRELIMINARY GRADING PLAN
TENTATIVE TRACT MAP No. 36436
CITY OF MORENO VALLEY
RIVERSIDE COUNTY, CALIFORNIA

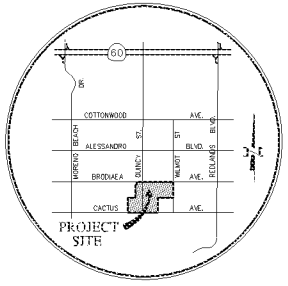

VICINITY MAP
NOT TO SCALE

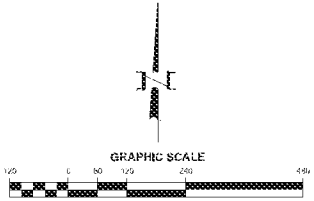

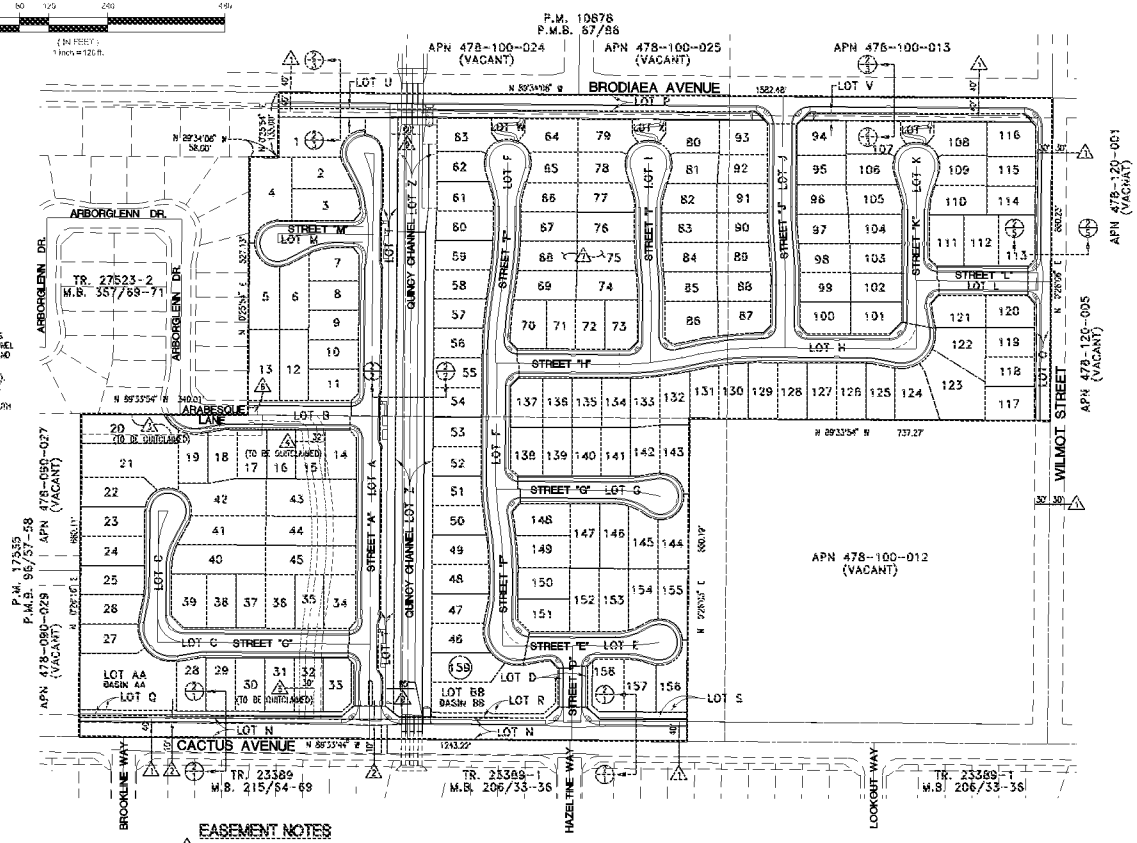

PROJECT DESCRIPTION

TTM 36436 IS PROPOSED AS A SINGLE-FAMILY DETACHED RESIDENTIAL PROJECT CONSISTING OF 159 LOTS ON 43.52 GROSS ACRES (TO CENTERLINE OF ADJACENT PUBLIC STREETS) RESULTING IN A GROSS DENSITY OF 3.65 DU/ACRE. THE NET ACREAGE OF 36.03 ACRES (RESIDENTIAL LOTS AND INTERIOR STREETS ONLY) RESULTS IN A NET DENSITY OF 4.41 DU/ACRE. THE LOTS WILL BE TYPICALLY SIXTY FEET WIDE AND ONE HUNDRED FEET DEEP WITH A 5,9 THOUSAND SQUARE MINIMUM LOT SIZE.

THE PROJECT WILL TAKE ACCESS FROM BRODIAEA AVENUE, WILMOT STREET AND CACTUS AVENUE. SECONDARY ACCESS IS ALSO AVAILABLE THROUGH TRACT NO. 27523-2, WITH THE EXTENSION OF ARABESQUE LANE. EACH OF THE THREE PERIMETER PUBLIC STREETS WILL HAVE LANDSCAPING INSTALLED TO CITY STANDARDS.

THE PROJECT WILL CONSTRUCT THE QUINCY STORM DRAIN CHANNEL FROM BRODIAEA AVENUE SOUTH TO CACTUS AVENUE. THE QUINCY CHANNEL CORRIDOR WILL ALSO CONTAIN A WETLANDS MITIGATION AREA WITHIN THE CHANNEL. TWO WATER QUALITY BASINS WILL ALSO BE PROVIDED TO CLEANSE THE PROJECT'S FIRST FLUSH STORMWATER AND DRY WEATHER NUISANCE FLOWS.

A CITY MULTI-PURPOSE TRAIL PARALLELING THE QUINCY CHANNEL ON ITS WEST SIDE (EAST SIDE OF STREET A). THIS NORTH-SOUTH TRAIL WILL CONNECT TO THE CACTUS AVENUE TRAIL AND TO THE PROPOSED TRAIL ON THE SOUTH SIDE OF BRODIAEA AVENUE. STREET A WILL INCLUDE PARKING BAYS LOCATED AT EACH OF THE THREE EAST-WEST CONNECTIONS TO STREET A. THREE PEDESTRIAN CONNECTIONS WILL BE MADE TO THE NORTH-SOUTH TRAIL AT EACH OF THESE THREE INTERSECTIONS.

GENERAL NOTES

THERE ARE NO KNOWN EXISTING WELLS, IRRIGATION LINES, CESSPOOLS, SEPTIC TANKS AND SEWAGE LEACH FIELDS.

ALL STREET RIGHT OF WAYS TO BE PUBLIC OWNED AND MAINTAINED.

THERE ARE NO KNOWN PREVIOUSLY FILLED AREAS WITHIN THE SITE, INCLUDING ANY LIQUID OR SOLID WASTE DISPOSAL SITES.

ALL HOMES SHALL BE FIRE SPRINKLERED.

THE APPLICANT/DEVELOPER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS, PURSUANT TO SECTION 66456.1 OF THE SUBDIVISION MAP ACT. A PHASING PLAN SHALL BE SUBMITTED FOR CITY APPROVAL PRIOR TO THE RECORDATION OF THE FIRST FINAL MAP.

A PERMISSION TO GRADE LETTER SHALL BE REQUIRED PRIOR TO ISSUANCE OF A GRADING PERMIT FOR ANY GRADING ON ADJACENT PROPERTIES.

NO BUILDING PERMITS SHALL BE ISSUED FOR LOTS AFFECTED BY EXISTING EASEMENTS UNTIL SUCH EASEMENTS HAVE BEEN QUITCLAIMED AND/OR VACATED.

NORTHERLY OFFSITE FLOWS WILL BE INTERCEPTED BY A PROPOSED LINED DITCH ON THE NORTH SIDE OF BRODIAEA.

NORTHERLY OFFSITE FLOWS, ON THE EAST SIDE OF WILMOT, WILL BE INTERCEPTED BY A PROPOSED LINED DITCH ON THE EAST SIDE OF WILMOT.

EAST SIDE PROJECT FLOWS WILL FLOW THROUGH THE EASTERLY WATER QUALITY BASIN (BASIN BB) AND OUTLET TO THE QUINCY CHANNEL.

WEST SIDE PROJECT FLOWS WILL FLOW THROUGH THE WESTERLY WATER QUALITY BASIN (BASIN AA) WITH AN OUTLET STORM DRAIN EXTENDING APPROXIMATELY 2000 FEET WESTERLY ALONG CACTUS AVENUE CONNECTING TO RCFC & WCD MORENO AQP LINE F-4, AT MORENO BEACH DRIVE. TRENCH REPAIR INCLUDING GRADING AND OVERLAY OF AT LEAST ONE LANE WILL BE REQUIRED WITH THIS EXTENSION.

LETTERED LOTS T, U AND V SHALL BE GRANTED TO THE PUBLIC FOR OPEN SPACE AND MULTI-USE TRAIL PURPOSES

PEDESTRIAN ACCESS EASEMENTS SHALL BE GRANTED TO THE PUBLIC OVER OPEN SPACE LOTS W, X AND Y.

ENVIRONMENTAL PERMITS/CLEARANCES

REGULATORY PERMITS NEEDED FOR THE PROJECT CONSIST OF A U.S. ARMY CORPS OF ENGINEERS (CORPS) SECTION 404 PERMIT, A CALIFORNIA FISH AND GAME SECTION 1602 STREAMBED ALTERATION AGREEMENT, AND SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD SECTION 401 WATER QUALITY CERTIFICATION. CORPS SECTION 404 PERMIT COULD BE AN INDIVIDUAL SECTION 404 PERMIT OR A NATIONWIDE PERMIT 14 AND/OR 29.

FLOOD NOTE

SUBJECT PROPERTY LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER FEMA FLOOD MAP 06065C0770G, EFFECTIVE DATE OF AUGUST 28, 2008.

EASEMENT NOTES

1. EASEMENT GRANTED TO THE PUBLIC FOR PUBLIC ROAD AND INCIDENTAL PURPOSES PER BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY MAP RECORDED IN BOOK 11, PAGE 10, OF OF SAN BERNARDINO COUNTY MAPS
2. EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR ELECTRICAL LINES AND INCIDENTAL PURPOSES REC. SEPT. 30, 1986 AS INSTRUMENT NO 07757, O.R.
3. EASEMENT IN FAVOR OF CACTUS RANCH, LLC FOR SLOPE AND TEMPORARY CONSTRUCTION PURPOSES RECORDED DEC. 2, 2003 AS INSTRUMENT NO. 2003-943813, O.R. (TO BE QUITCLAIMED)
4. EASEMENT IN FAVOR OF CACTUS RANCH, LLC FOR ROAD AND MAINTENANCE PURPOSES RECORDED JUNE 30, 2004 AS INSTRUMENT NO 2004-0567104, O.R. (TO BE QUITCLAIMED)
5. EASEMENT IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT FOR SEWAGE TRANSMISSION AND INCIDENTAL PURPOSES REC. FEB. 10, 2005 AS INSTRUMENT NO. 2005-0115848, O.R. (TO BE QUITCLAIMED)
6. EASEMENT IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT FOR SEWAGE TRANSMISSION AND INCIDENTAL PURPOSES REC. FEB. 10, 2005 AS INSTRUMENT NO. 2005-0115849, O.R.
7. EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY FOR FACILITIES, INGRESS AND EGRESS RECORDED DECEMBER 11, 2006 AS INSTRUMENT NO. 2006-0667731, O.R. SAID EASEMENT IS BLANKET IN NATURE. (TO BE QUITCLAIMED)
8. EASEMENTS IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT FOR PIPELINES AND INCIDENTAL PURPOSES RECORDED MAR. 4, 1955, BOOK 1702, PAGE 369, & MAR. 22, 1959, BOOK 2434, PAGE 241, & MAR. 4, 1955, BOOK 1702, PAGE 457, & MAR. 4 1955, BOOK 1705, PAGE 552, ALL OFFICIAL RECORDS. THE LOCATION OF SAID EASEMENT CANNOT BE LOCATED FROM RECORDS.

9. EXISTING QUINCY STREET RIGHT OF WAY TO BE VACATED.

EARTH-WORK QUANTITIES (SEE PRELIMINARY GRADING PLAN)

	CUT	FILL
MASS EXCAVATION	94,273 CY	86,087 CY
SHRINKAGE (20%)	(18,855 CY)	-
CLEARING & GRUBBING (0.1")	(7,275 CY)	-
SUBSIDENCE (0.1')	(7,275 CY)	-
OVEREXCAVATION	259,886 CY	259,886 CY
SHRINKAGE (20%)	(51,978 CY)	-
TOTAL	288,776 CY	345,973 CY
IMPORT	IMPORT	77,207 CY

SOURCE OF TOPOGRAPHY

COMPILED BY PHOTOGRAPHIC METHODS FROM AERIAL PHOTOGRAPHY DATED DECEMBER 2, 2011 BY DON READ CORPORATION.

SHEET INDEX:

COVER SHEET	SHEET 1
TYPICAL SECTIONS & DETAILS	SHEET 2
TENTATIVE TRACT MAP	SHEETS 3-6

LEGAL DESCRIPTION

BEING A SUBDIVISION OF A PORTION OF LOT 1 AND LOTS 3, 4, 5 AND 8 OF BLOCK 134 AS SHOWN BY MAP NO. 1 OF BEAR VALLEY & ALESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, LYING WITHIN SECTION 14, TOWNSHIP 3 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN.

ASSESSOR'S PARCEL NUMBERS

A.P.N. 478-100-034 A.P.N. 478-100-010
A.P.N. 478-090-027 A.P.N. 478-100-009
A.P.N. 478-090-036

UTILITY PURVEYORS

WATER:	EMWD	ELECTRIC:	MORENO VALLEY ELECTRIC UTILITY
SEWER:	EMWD	TELEPHONE:	VERIZON
CABLE TV:	ADELPHIA	SOLID WASTE:	WASTE MANAGEMENT OF INLAND VALLEY
GAS:	SOUTHERN CALIFORNIA GAS COMPANY		

ZONING DATA:

EXISTING GENERAL PLAN:	R10/R15
PROPOSED GENERAL PLAN:	R5
EXISTING ZONING:	R10/R15
PROPOSED ZONING:	R5

LAND USE DATA:

EXISTING LAND USE:	VACANT (UNDEVELOPED)
PROPOSED LAND USE:	SINGLE FAMILY RESIDENTIAL
EXISTING ADJACENT LAND USE:	SINGLE FAMILY RESIDENTIAL - NORTH, WEST & SOUTH VACANT (UNDEVELOPED) - NORTH & EAST

LAND USE SUMMARY

LOTS	LAND USE	ACREAGE	PERCENT(%)
1 - 159	SINGLE-FAMILY RESIDENTIAL	28.07	61.97%
A-M	PUBLIC STREETS (ONSITE)	9.06	20.80%
N-P	PUBLIC STREETS (BRODIAEA, WILMOT, CACTUS)	3.10	7.12%
Q-Z	LANDSCAPE/PUBLIC ACCESS LOTS	1.20	2.75%
AA-BB	WATER QUALITY BASINS	1.04	2.39%
CC	RCFCD QUINCY CHANNEL	2.15	4.94%
	GROSS ACREAGE	43.52 AC.	100.0%
	NET ACREAGE 28.07 + 9.08 = 36.03 AC.		

DENSITY

159 UNITS/43.52 GROSS ACRES = 3.65 UNITS PER ACRE GROSS
159 UNITS/36.03 NET ACRES = 4.41 UNITS PER ACRE NET

TYPICAL RESIDENTIAL LOTS

TYPICAL WIDTH = 60 FEET
TYPICAL DEPTH = 100 FEET
MINIMUM LOT AREA = 5,000 SQUARE FEET

LOT FRONTAGE NOTE:

THE FOLLOWING LOTS HAVE FRONTAGE LESS THAN 50 FEET:
LOTS 21 & 22 - 44 FEET
LOTS 83, 84, 79, 80, 107, 108 & 159 - 35 FEET
LOT 122 - 43 FEET
LOT 123 - 40 FEET

APPLICANT/DEVELOPER

CV COMMUNITIES, LLC
1900 QUAIL STREET
NEWPORT BEACH, CA 92705
PH: (949) 258-7538
FAX: (949) 376-5522
CONTACT: RYAN THOMAS

OWNER

CV COMMUNITIES, LLC
1900 QUAIL STREET
NEWPORT BEACH, CA 92660
PH: (949) 258-7538
FAX: (949) 376-5522
CONTACT: RYAN THOMAS

CIVIL ENGINEER

STANLEY C. MORSE, RCE 20596, EXP. 9-30-13 — DATE 10/30/12

REGISTERED PROFESSIONAL ENGINEER STANLEY C. MORSE No. 20596 Exp. 9-30-13 CIVIL STATE OF CALIFORNIA

MDS CONSULTING — MORENO VALLEY — SAN DIEGO — PHONE: (858) 560-1468 — FAX: (858) 560-1576 — WEB: WWW.MDSCONSULTING.COM — PLANNERS ENGINEERS SURVEYORS

PA12-00004, PA12-0005

PRELIMINARY GRADING PLAN

TENTATIVE TRACT MAP No. 36436

CITY OF MORENO VALLEY

DATE PREPARED: OCTOBER 30, 2012

SHEET 1 OF 6 SHEETS

PRELIMINARY GRADING PLAN - TENTATIVE TRACT 36436

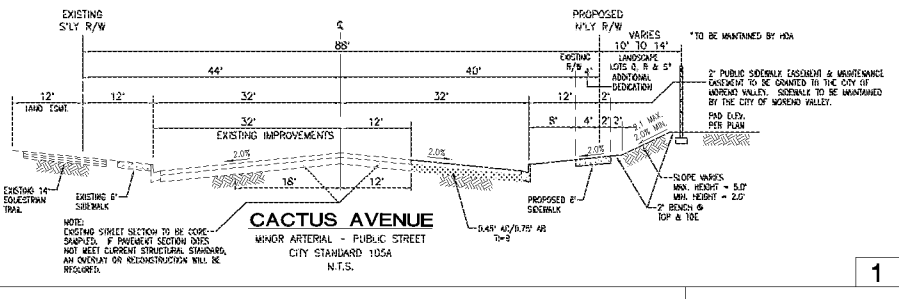

CACTUS AVENUE

MINOR ARTERIAL - PUBLIC STREET
CITY STANDARD 105A
N.T.S.

1

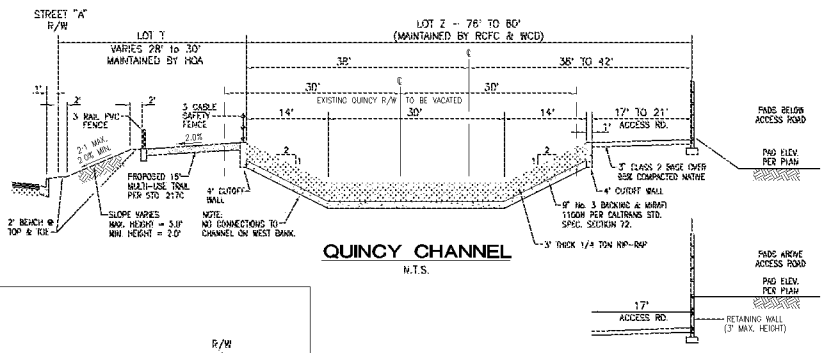

QUINCY CHANNEL

N.T.S.

2

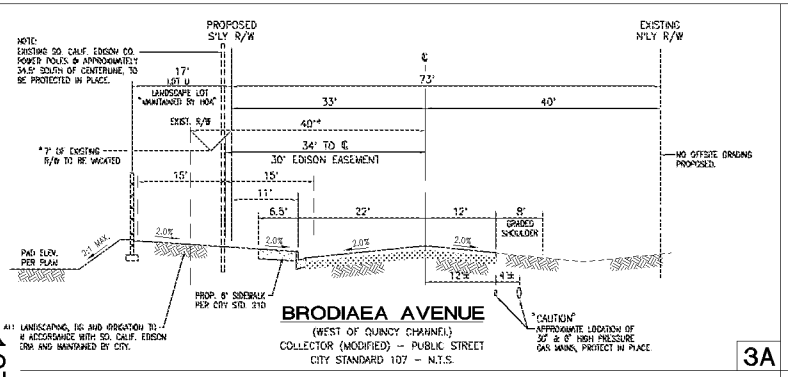

BRODIAEA AVENUE

(WEST OF QUINCY CHANNEL)
COLLECTOR (MODIFIED) - PUBLIC STREET
CITY STANDARD 107 - N.T.S.

3A

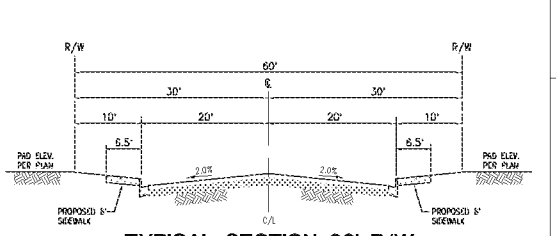

TYPICAL SECTION 60' R/W

GENERAL LOCAL STREET - PUBLIC STREET
CITY STANDARD 108A
STREETS B, D, H, J, L AND PORTIONS OF STREETS C, E, F & K
N.T.S.

5

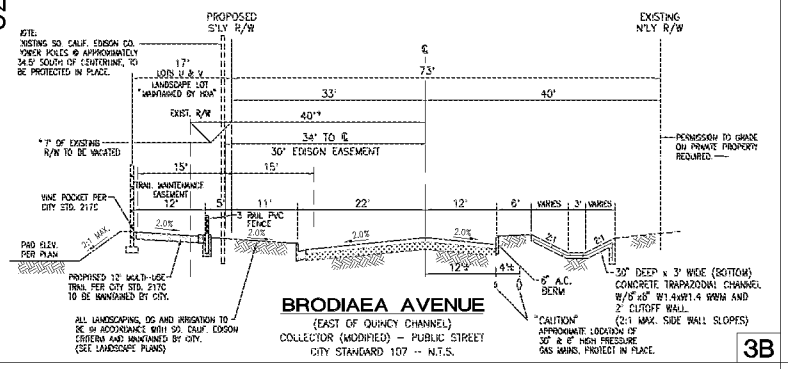

BRODIAEA AVENUE

(EAST OF QUINCY CHANNEL)
COLLECTOR (MODIFIED) - PUBLIC STREET
CITY STANDARD 107 - N.T.S.

3B

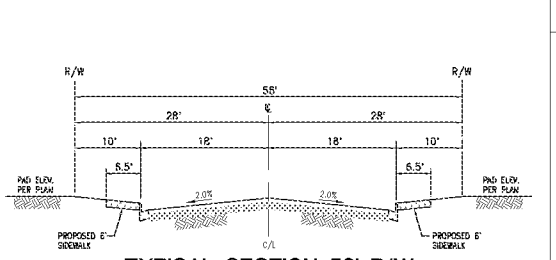

TYPICAL SECTION 56' R/W

SHORT LOCAL STREET - PUBLIC STREET
CITY STANDARD 108B
STREETS G, I, M AND PORTIONS OF STREETS C, E, F & K
N.T.S.

6

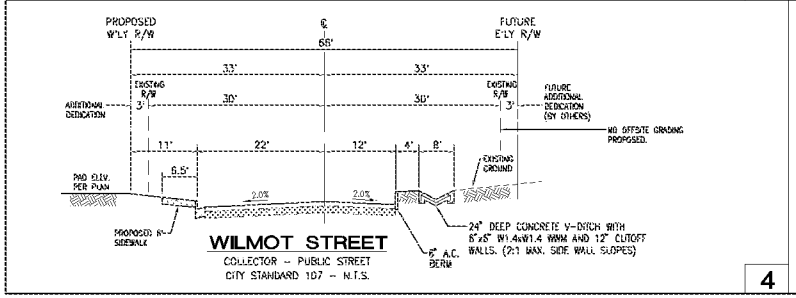

WILMOT STREET

COLLECTOR - PUBLIC STREET
CITY STANDARD 107 - N.T.S.

4

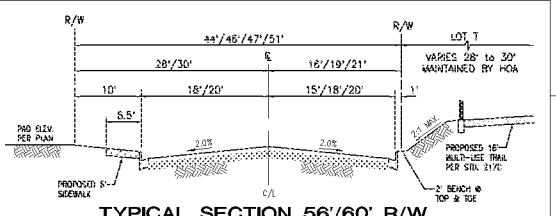

TYPICAL SECTION 56'/60' R/W

GENERAL LOCAL STREET - PUBLIC STREET
CITY STANDARD 108A
STREET A
N.T.S.

7

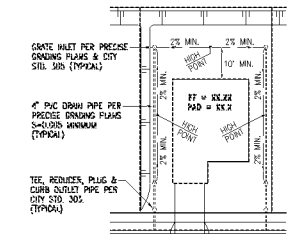

TYPICAL LOT DRAINAGE

PER CITY STANDARDS 303, 304, 305 & 306
N.T.S.

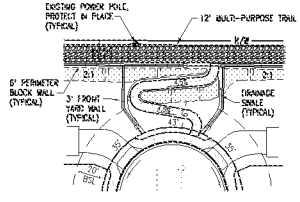

TYPICAL ACCESS TO CUL-DE-SAC

LETTERED LOTS W, X & Y
N.T.S.

DESIGN NOTES:
OVERALL ACCESS SIDEWALK LENGTH = 108 FEET
MAXIMUM GRADE = 4.5%
MAXIMUM CROSS SLOPE = 1.5%

OWNERSHIP AND MAINTENANCE NOTES:
LETTERED LOTS W, X & Y, UPON COMPLETION OF IMPROVEMENTS, SHALL BE GRANTED TO THE PROJECT'S HOMEOWNERS ASSOCIATION, AND SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
A 6' WIDE PUBLIC ACCESS & MAINTENANCE EASEMENT (FOLLOWING THE ALIGNMENT OF THE ACCESS SIDEWALK) SHALL BE GRANTED TO THE CITY OF MORENO VALLEY. (SIDEWALK TO BE MAINTAINED BY THE CITY OF MORENO VALLEY)

LEGEND/ABBREVIATION

EXISTING STREET ELEVATION	1820.00
PROPOSED STORM DRAIN	SD
PROPOSED SEWER SYSTEM	SS
PROPOSED WATER SYSTEM	W
PROPOSED CONTOUR	1680'
PROPOSED CONCRETE DRAINAGE DITCH	
ASPHALT PAVING	
CONCRETE	
PAR (SOURSE STATION	
MULTI-PURPOSE TRAIL	
PATTERN STAMPED ASPHALT	
DG ACCESS ROAD (QUINCY CHANNEL)	
EXISTING	EX.
MAXIMUM	MAX.
CATCH BASIN	CB
PERIMETER TUBULAR FENCE	
PROPOSED RETAINING WALL	
TENTATIVE TRACT BOUNDARY	
PROPOSED CENTERLINE	
PROPOSED VARIABLE SLOPE	
SHEET NUMBER SECTION NUMBER	X Y
PROPOSED CENTERLINE RADIUS	R=300'
PRIVATE STREET	STREET 'A'
LOT NUMBER	274
CENTERLINE INTERSECTION DISTANCE	XXX'℄
PROPOSED PAD ELEVATION	PAD=720.0
PROPOSED FINISH FLOOR ELEVATION	FF=720.5
TOP OF CURB	TC
BEGIN OF VERTICAL CURVE	BVC
MIDDLE OF VERTICAL CURVE	MVC
END OF VERTICAL CURVE	EVC
RETAINING WALL HEIGHT	RW=X'

PA12-0004, PA12-0005

PRELIMINARY GRADING PLAN

TENTATIVE TRACT
MAP No. 36436
CITY OF MORENO VALLEY

OCTOBER 30, 2012
SHEET 2 OF 6 SHEETS

PRELIMINARY GRADING PLAN - TENTATIVE TRACT 36436

MV00201929

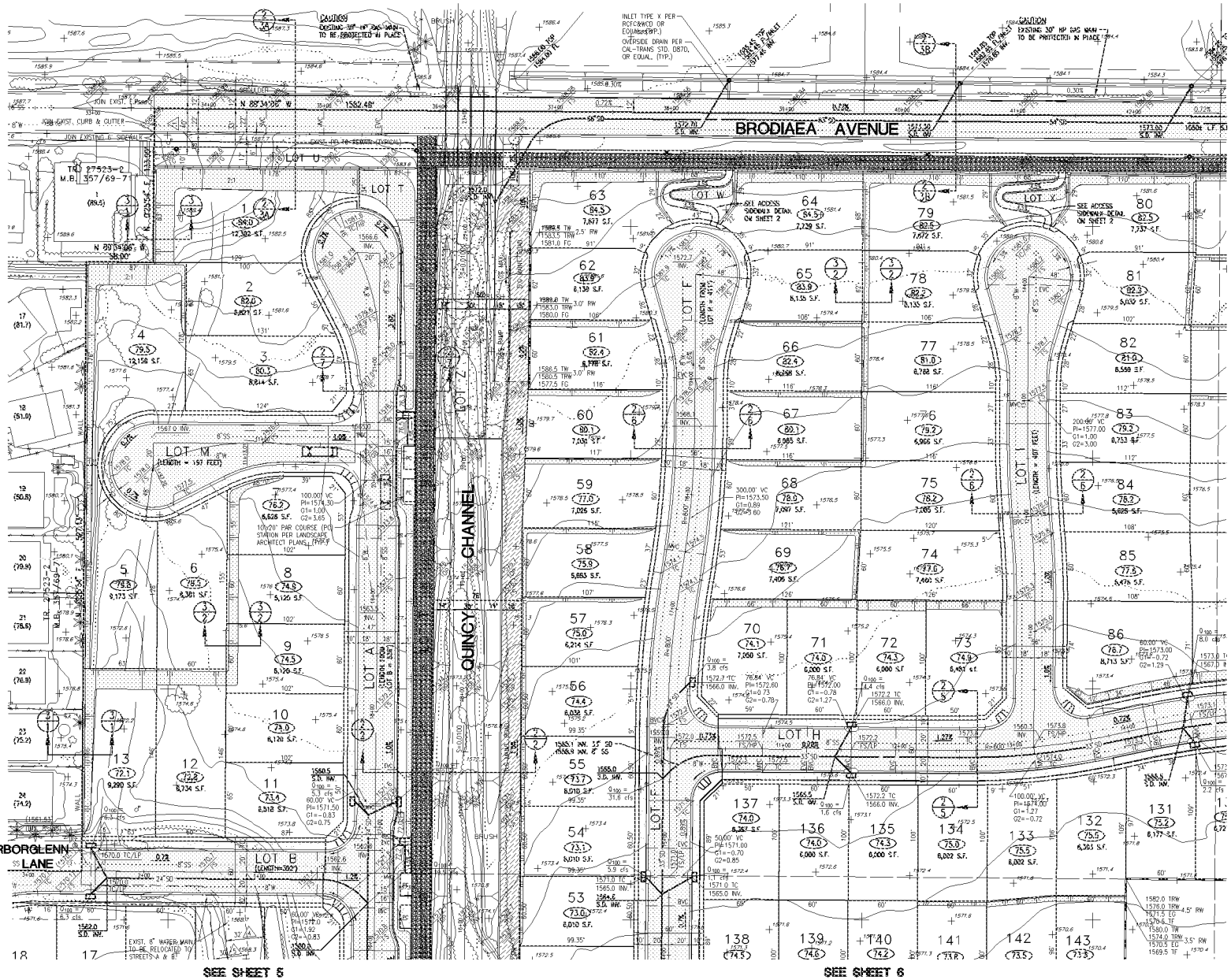

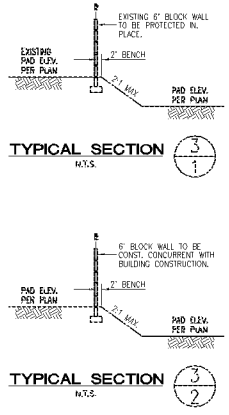

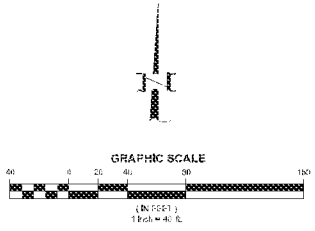

PA12-0004, PA12-0005

PRELIMINARY GRADING PLAN

TENTATIVE TRACT
MAP No. 36436

CITY OF MORENO VALLEY

OCTOBER 30, 2012
SHEET 3 OF 6 SHEETS

PRELIMINARY GRADING PLAN - TENTATIVE TRACT 36436

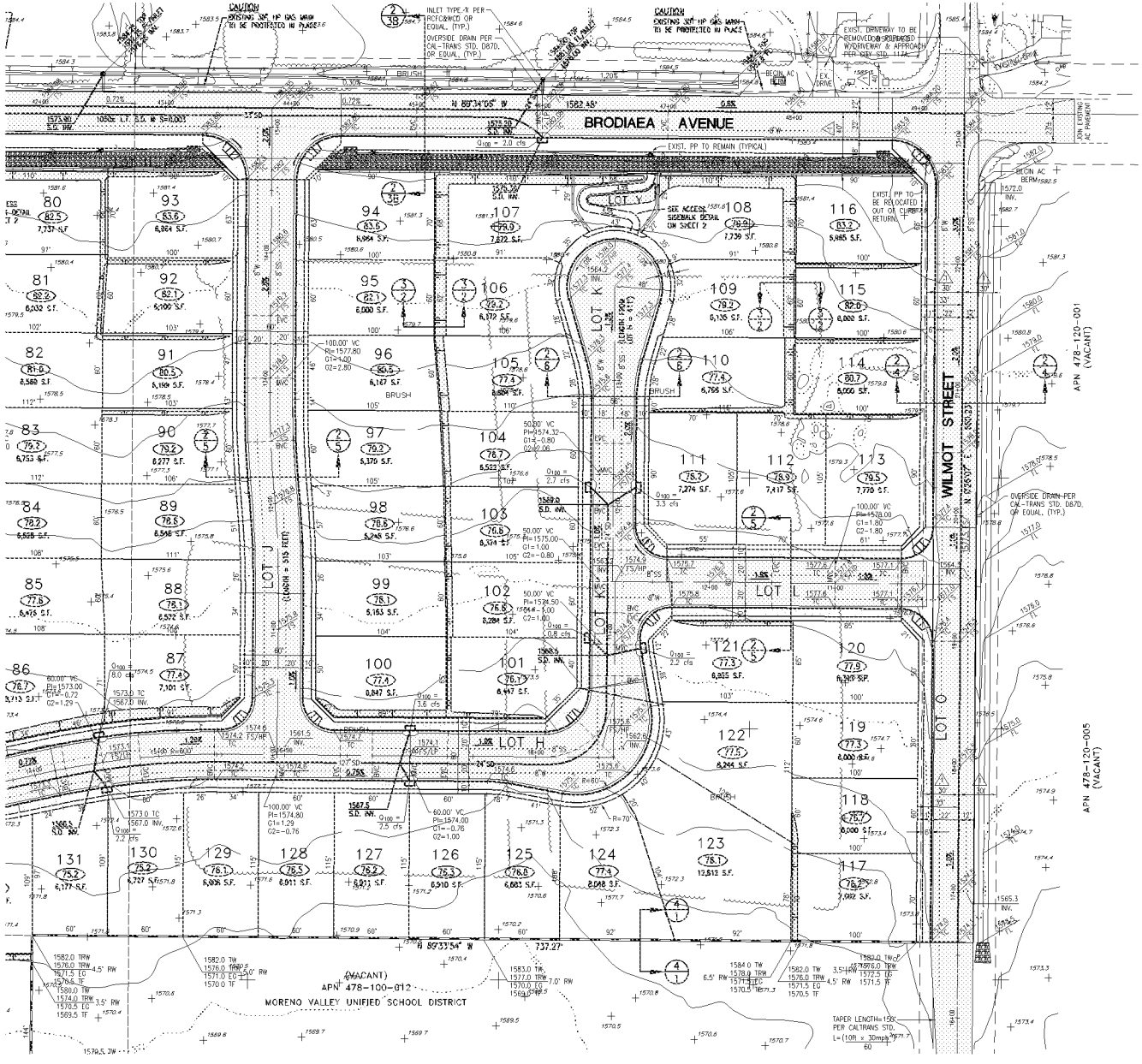

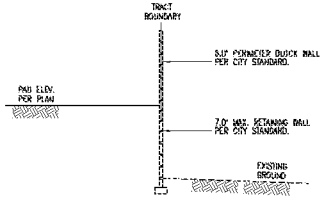

TYPICAL SECTION 4/1
N.T.S.

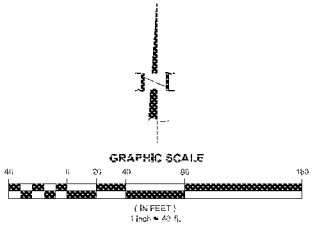

PA12-0004, PA12-0005

PRELIMINARY GRADING PLAN

TENTATIVE TRACT MAP No. 36436

CITY OF MORENO VALLEY

OCTOBER 30, 2012
SHEET 4 OF 6 SHEETS

PRELIMINARY GRADING PLAN - TENTATIVE TRACT 36436

MV00201931

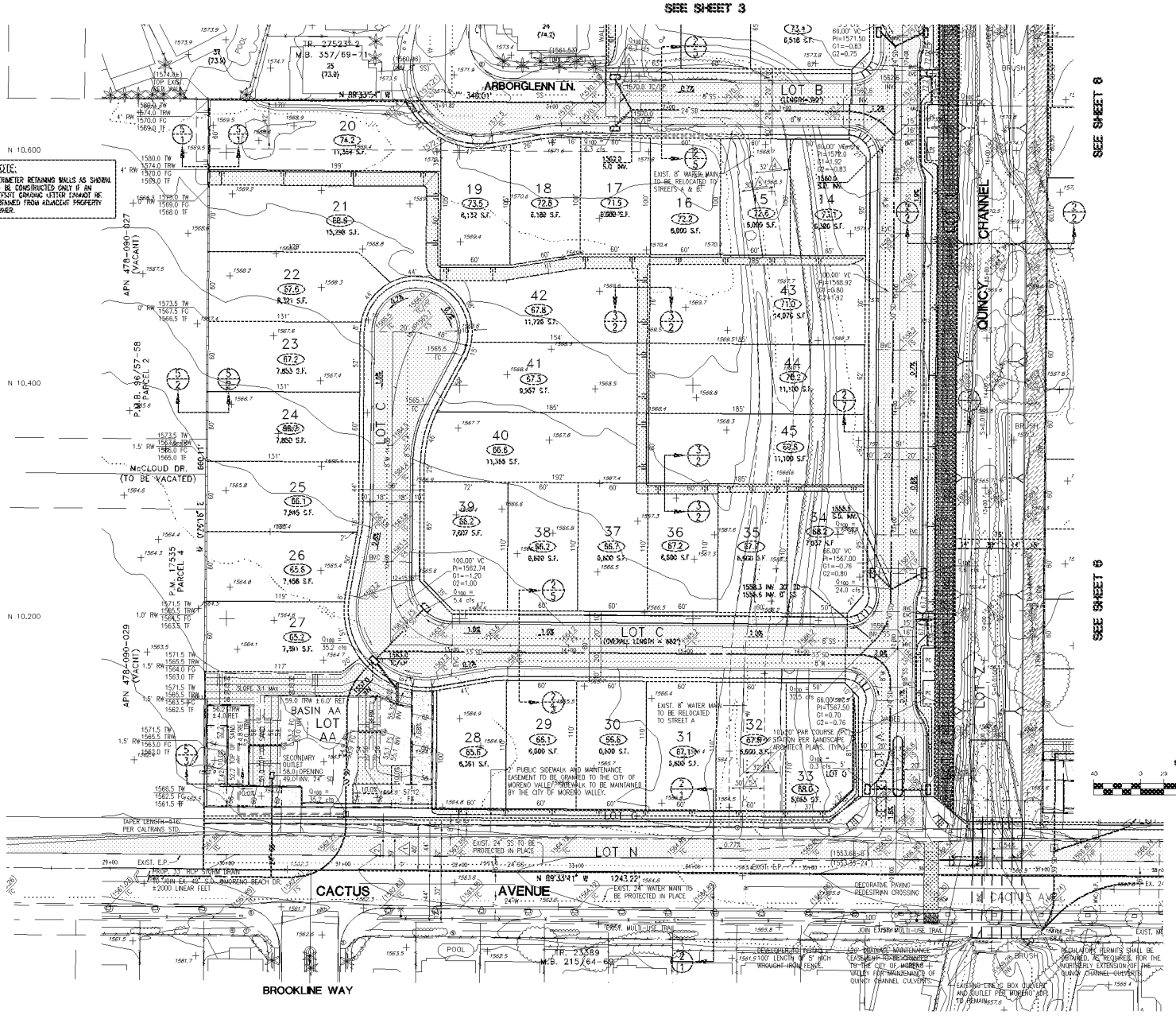

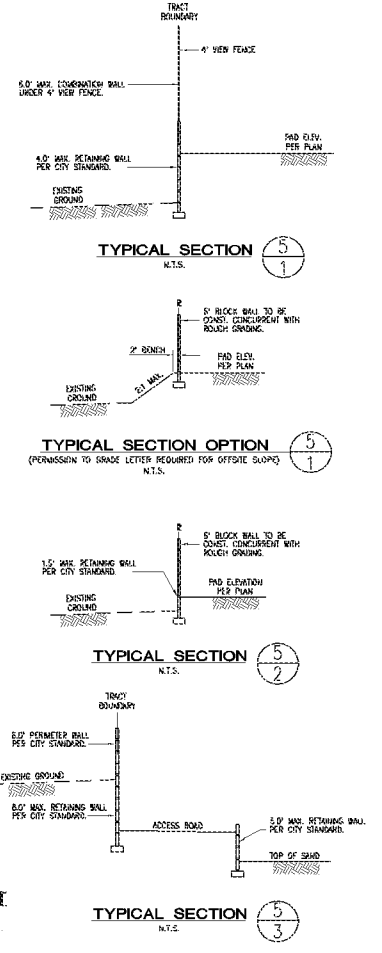

PA12-0004, PA12-0005

PRELIMINARY GRADING PLAN

TENTATIVE TRACT MAP No. 36436

CITY OF MORENO VALLEY

OCTOBER 30, 2012
SHEET 5 OF 6 SHEETS

PRELIMINARY GRADING PLAN - TENTATIVE TRACT 36436

-1073-

Item No. E.1

MV00201932

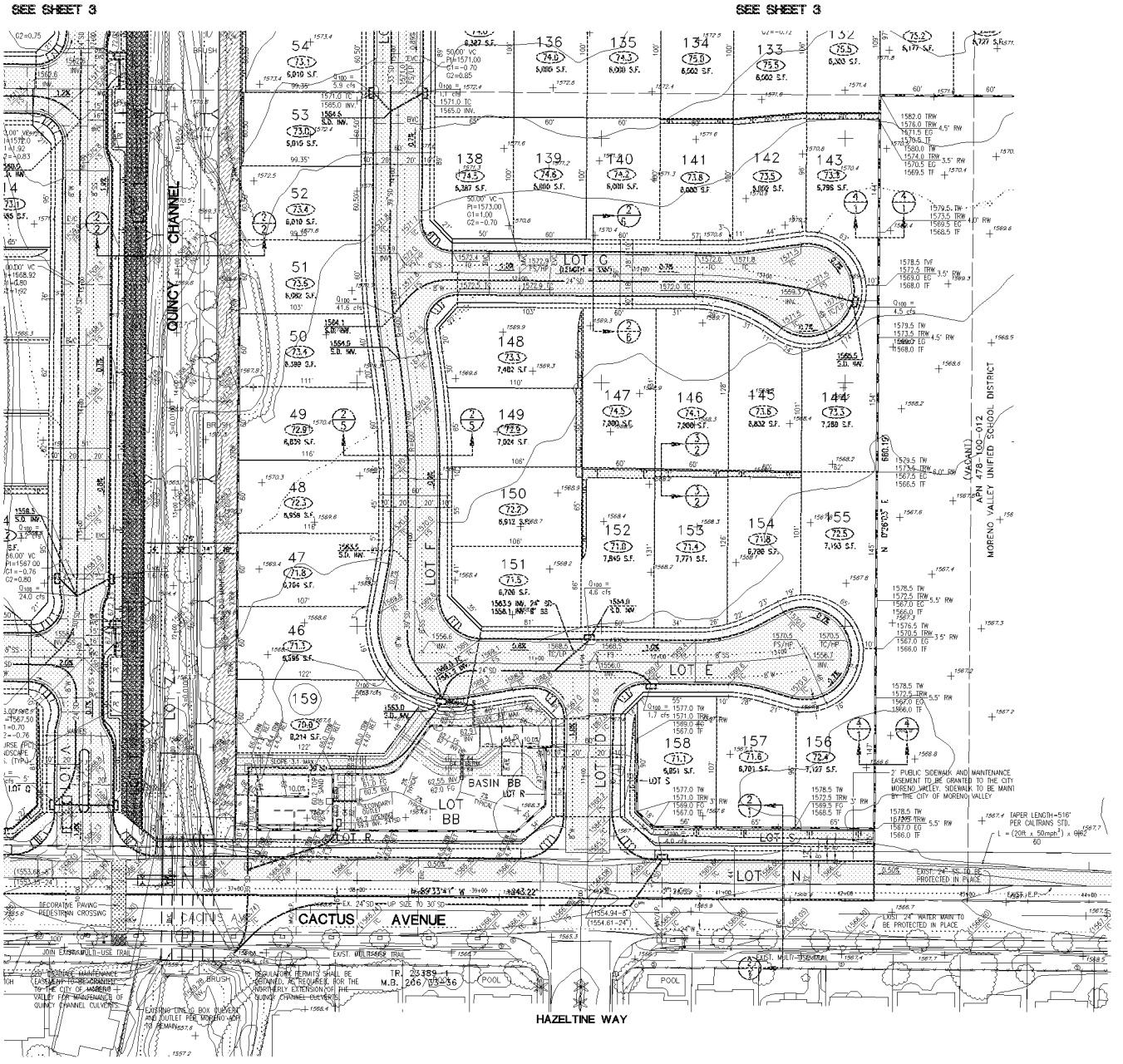

PA12-0004, PA12-0005

PRELIMINARY GRADING PLAN

TENTATIVE TRACT
MAP No. 36436

CITY OF MORENO VALLEY

OCTOBER 30, 2012
SHEET 6 OF 6 SHEETS

PRELIMINARY GRADING PLAN - TENTATIVE TRACT 36436

PLANNED UNIT DEVELOPMENT SITE PLAN
TENTATIVE TRACT MAP No. 36436
CITY OF MORENO VALLEY
RIVERSIDE COUNTY, CALIFORNIA

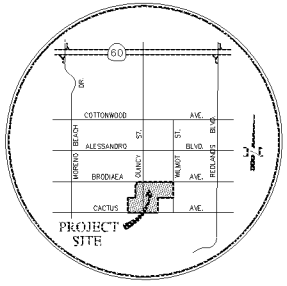

VICINITY MAP
NOT TO SCALE

GRAPHIC SCALE
(IN FEET)
1 inch = 120 ft.

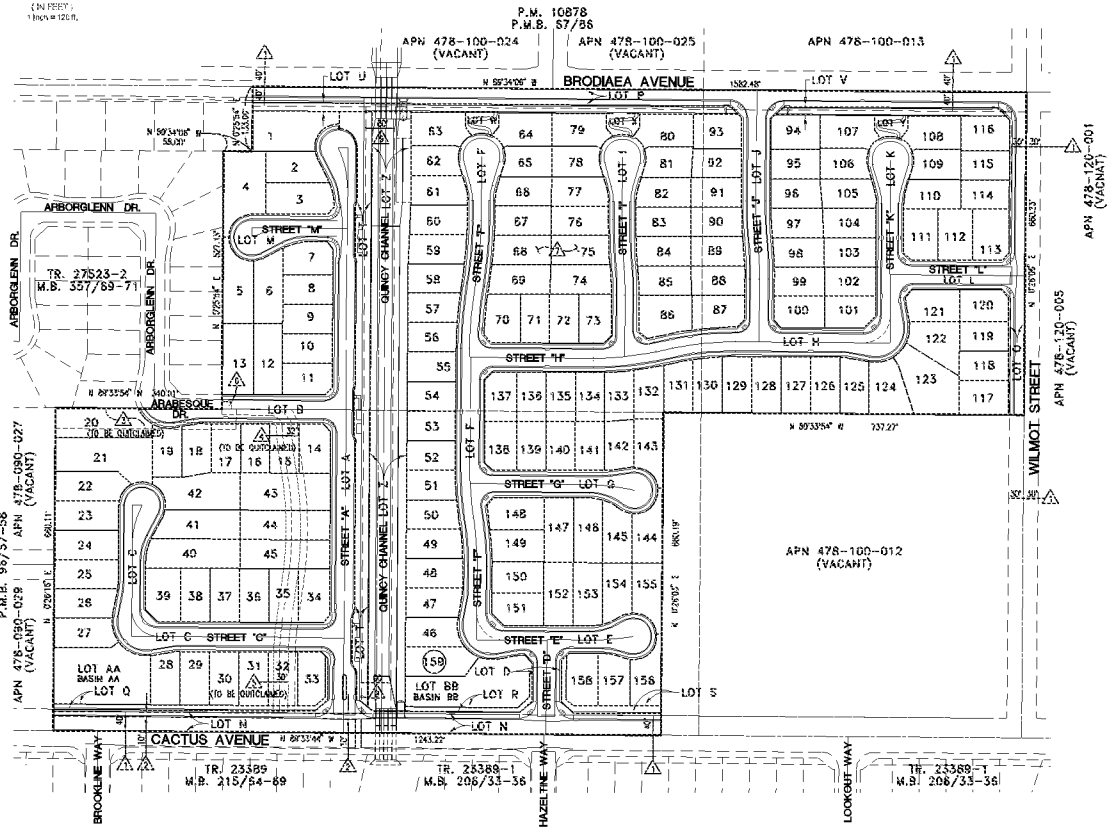

PROJECT DESCRIPTION

TTM 36436 IS PROPOSED AS A SINGLE-FAMILY DETACHED RESIDENTIAL PROJECT CONSISTING OF 159 LOTS ON 43.52 GROSS ACRES (NO CENTERLINE OF ADJACENT PUBLIC STREETS) RESULTING IN A GROSS DENSITY OF 3.65 DU/ACRE. THE NET ACREAGE OF 36.03 ACRES (RESIDENTIAL LOTS AND INTERIOR STREETS ONLY) RESULTS IN A NET DENSITY OF 4.41 DU/ACRE. THE LOTS WILL BE TYPICALLY SIXTY FEET WIDE AND ONE HUNDRED FEET DEEP WITH A 5,9 THOUSAND SQUARE MINIMUM LOT SIZE.

THE PROJECT WILL TAKE ACCESS FROM BRODIAEA AVENUE, WILMOT STREET AND CACTUS AVENUE. SECONDARY ACCESS IS ALSO AVAILABLE THROUGH TRACT NO. 27523-2, WITH THE EXTENSION OF ARABESQUE LANE. EACH OF THE THREE PERIMETER PUBLIC STREETS WILL HAVE LANDSCAPING INSTALLED TO CITY STANDARDS.

THE PROJECT WILL CONSTRUCT THE QUINCY STORM DRAIN CHANNEL FROM BRODIAEA AVENUE SOUTH TO CACTUS AVENUE. THE QUINCY CHANNEL CORRIDOR WILL ALSO CONTAIN A WETLANDS MITIGATION AREA WITHIN THE CHANNEL TWO WATER QUALITY BASINS WILL ALSO BE PROVIDED TO CLEANSE THE PROJECTS FIRST FLUSH STORMWATER AND DRY WEATHER NUISANCE FLOWS.

A CITY MULTI-PURPOSE TRAIL PARALLELING THE QUINCY CHANNEL ON ITS WEST SIDE (EAST SIDE OF STREET A) IS PROPOSED. THIS NORTH-SOUTH TRAIL WILL CONNECT TO THE CACTUS AVENUE TRAIL AND TO THE PROPOSED TRAIL ON THE SOUTH SIDE OF BRODIAEA AVENUE. STREET A WILL INCLUDE PARKING BAYS LOCATED AT EACH OF THE THREE EAST-WEST CONNECTIONS TO STREET A. DIRECT PEDESTRIAN CONNECTIONS WILL BE MADE TO THE NORTH-SOUTH TRAIL AT EACH OF THESE THREE INTERSECTIONS.

GENERAL NOTES

THERE ARE NO KNOWN EXISTING WELLS, IRRIGATION LINES, CESSPOOLS, SEPTIC TANKS AND SEWAGE LEACH FIELDS.

ALL STREET RIGHT OF WAYS TO BE PUBLIC OWNED AND MAINTAINED.

THERE ARE NO KNOWN PREVIOUSLY FILLED AREAS WITHIN THE SITE, INCLUDING ANY LIQUID OR SOLID WASTE DISPOSAL SITES.

ALL HOMES SHALL BE FIRE SPRINKLERED.

THE APPLICANT/DEVELOPER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS, PURSUANT TO SECTION 66456.1 OF THE SUBDIVISION MAP ACT. A PHASING PLAN SHALL BE SUBMITTED FOR APPROVAL BY THE CITY PRIOR TO THE RECORDATION OF THE FIRST FINAL MAP.

A PERMISSION TO GRADE LETTER SHALL BE REQUIRED PRIOR TO ISSUANCE OF A GRADING PERMIT FOR ANY GRADING ON ADJACENT PROPERTIES.

NO BUILDING PERMITS SHALL BE ISSUED FOR LOTS AFFECTED BY EXISTING EASEMENTS UNTIL SUCH EASEMENTS HAVE BEEN QUITCLAIMED AND/OR VACATED.

NORTHERLY OFFSITE FLOWS WILL BE INTERCEPTED BY A PROPOSED LINED DITCH ON THE NORTH SIDE OF BRODIAEA.

NORTHERLY OFFSITE FLOWS, ON THE EAST SIDE OF WILMOT, WILL BE INTERCEPTED BY A PROPOSED LINED DITCH ON THE EAST SIDE OF WILMOT.

EAST SIDE PROJECT FLOWS WILL FLOW THROUGH THE EASTERLY WATER QUALITY BASIN (BASIN BB) AND OUTLET TO THE QUINCY CHANNEL.

WEST SIDE PROJECT FLOWS WILL FLOW THROUGH THE WESTERLY WATER QUALITY BASIN (BASIN AA) WITH AN OUTLET STORM DRAIN EXTENDING APPROXIMATELY 2000 FEET WESTERLY ALONG CACTUS AVENUE CONNECTING TO RCFC & WCD MORENO AVE LINE F-4, AT MORENO BEACH DRIVE. TRENCH REPAIR INCLUDING GRADING AND OVERLAY OF AT LEAST ONE LANE WILL BE REQUIRED WITH THIS EXTENSION.

LETTERED LOTS T, U AND V SHALL BE GRANTED TO THE PUBLIC FOR OPEN SPACE AND MULTI-USE TRAIL PURPOSES

PEDESTRIAN ACCESS EASEMENTS SHALL BE GRANTED TO THE PUBLIC OVER OPEN SPACE LOTS W, X AND Y.

ENVIRONMENTAL PERMITS/CLEARANCES

REGULATORY PERMITS NEEDED FOR THE PROJECT CONSIST OF A U.S. ARMY CORPS OF ENGINEERS (CORPS) SECTION 404 PERMIT, A CALIFORNIA FISH AND GAME SECTION 1602 STREAMBED ALTERATION AGREEMENT, AND SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD SECTION 401 WATER QUALITY CERTIFICATION. CORPS SECTION 404 PERMIT COULD BE AN INDIVIDUAL SECTION 404 PERMIT OR A NATIONWIDE PERMIT 14 AND/OR 29.

FLOOD NOTE

SUBJECT PROPERTY LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER FEMA FLOOD MAP 06065C0770G, EFFECTIVE DATE OF AUGUST 28, 2008.

EASEMENT NOTES

1. EASEMENT GRANTED TO THE PUBLIC FOR PUBLIC ROAD AND INCIDENTAL PURPOSES PER BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY MAP RECORDED IN BOOK 11, PAGE 10, OF OF SAN BERNARDINO COUNTY MAPS.
2. EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR ELECTRICAL LINES AND INCIDENTAL PURPOSES REC. SEPT. 30, 1965 AS INSTRUMENT NO 97257, O.R.
3. EASEMENT IN FAVOR OF CACTUS RANCH, LLC FOR SLOPE AND TEMPORARY CONSTRUCTION PURPOSES RECORDED DEC. 2, 2003 AS INSTRUMENT NO 2003-942813, O.R. (TO BE QUITCLAIMED)
4. EASEMENT IN FAVOR OF CACTUS RANCH, LLC FOR ROAD AND MAINTENANCE PURPOSES RECORDED JUNE 30, 2004 AS INSTRUMENT NO 2004-0507104, O.R. (TO BE QUITCLAIMED)

EASEMENT NOTES

5. EASEMENT IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT FOR SEWAGE TRANSMISSION AND INCIDENTAL PURPOSES REC. FEB. 10, 2005 AS INSTRUMENT NO 2005-0115846, O.R. (TO BE QUITCLAIMED)
6. EASEMENT IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT FOR SEWAGE TRANSMISSION AND INCIDENTAL PURPOSES REC. FEB. 10, 2005 AS INSTRUMENT NO 2005-0115846 O.R.
7. EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY FOR FACILITIES, INGRESS AND EGRESS RECORDED DECEMBER 11, 2006 AS INSTRUMENT NO. 2006-0507731, O.R. SAID EASEMENT IS BLANKET IN NATURE. (TO BE QUITCLAIMED)
8. EASEMENTS IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT FOR PIPELINES AND INCIDENTAL PURPOSES RECORDED MAR. 4, 1955, BOOK 1702, PAGE 552, & MAR. 23, 1959, BOOK 2436, PAGE 241, & MAR. 4, 1955, BOOK 1702, PAGE 467, & MAR. 4 1955, BOOK 1705, PAGE 552, ALL OFFICIAL RECORDS. THE LOCATION OF SAID EASEMENT CANNOT BE LOCATED FROM RECORD.
9. EXISTING QUINCY STREET RIGHT OF WAY TO BE VACATED.

SHEET INDEX:

COVER SHEET — SHEET 1
TYPICAL SECTIONS & DETAILS — SHEET 2
DUP SITE PLAN — SHEETS 3 & 4

LEGAL DESCRIPTION

BEING A SUBDIVISION OF A PORTION OF LOT 1 AND LOTS 3, 4, 5 AND 8 OF BLOCK 134 AS SHOWN BY MAP NO. 1 OF BEAR VALLEY & ALESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, LYING WITHIN SECTION 14, TOWNSHIP 3 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN.

ASSESSOR'S PARCEL NUMBERS

A.P.N. 478-100-034 — A.P.N. 478-100-010
A.P.N. 478-090-027 — A.P.N. 478-100-009
A.P.N. 478-090-030

UTILITY PURVEYORS

WATER:	EMWD	ELECTRIC:	MORENO VALLEY ELECTRIC UTILITY
SEWER:	EMWD	TELEPHONE:	VERIZON
CABLE TV:	ADELPHIA	SOLID WASTE:	WASTE MANAGEMENT OF INLAND VALLEY
GAS:	SOUTHERN CALIFORNIA GAS COMPANY		

ZONING DATA:

EXISTING GENERAL PLAN:	R10/R15
PROPOSED GENERAL PLAN:	R5
EXISTING ZONING:	R10/R15
PROPOSED ZONING:	R5

LAND USE DATA:

EXISTING LAND USE:	VACANT (UNDEVELOPED)
PROPOSED LAND USE:	SINGLE FAMILY RESIDENTIAL
EXISTING ADJACENT LAND USE:	SINGLE FAMILY RESIDENTIAL – NORTH, WEST & SOUTH VACANT (UNDEVELOPED) – NORTH & EAST

LAND USE SUMMARY

LOTS	LAND USE	ACREAGE	PERCENT(%)
1-159	SINGLE-FAMILY RESIDENTIAL	26.97	61.97%
A-N	PUBLIC STREETS (ONSITE)	9.08	20.82%
N-P	PUBLIC STREETS (BRODIAEA, WILMOT, CACTUS)	3.10	7.12%
Q-Z	LANDSCAPE/PUBLIC ACCESS LOTS	1.20	2.76%
AA-BB	WATER QUALITY BASINS	1.04	2.39%
CC	RCFCD QUINCY CHANNEL	2.15	4.94%
	GROSS ACREAGE	43.52 AC.	100.00%
	NET ACREAGE 26.97 + 9.06 = 36.03 AC.		

DENSITY

159 UNITS/43.52 GROSS ACRES = 3.65 UNITS PER ACRE GROSS
159 UNITS/36.03 NET ACRES = 4.41 UNITS PER ACRE NET

BUILDING SETBACKS

FRONT	20 FEET
REAR	15 FEET
INTERIOR SIDE	5 FEET
STREET SIDE	10 FEET

TYPICAL RESIDENTIAL LOTS

TYPICAL WIDTH = 60 FEET
TYPICAL DEPTH = 100 FEET
MINIMUM LOT AREA = 5,000 SQUARE FEET

LOT FRONTAGE NOTE:

THE FOLLOWING LOTS HAVE FRONTAGE LESS THAN 50 FEET:
LOTS 21 & 22 – 44 FEET
LOTS 83, 84, 79, 80, 107, 108 & 159 – 35 FEET
LOT 122 – 43 FEET
LOT 123 – 40 FEET

CONCURRENT APPLICATIONS:

TENTATIVE TRACT MAP No. 36436
GENERAL PLAN AMENDMENT & CHANGE OF ZONE
NOTE: SEE PRELIMINARY GRADING PLAN FOR TENTATIVE TRACT MAP No. 36436 FOR PROPOSED PROJECT SITE GRADING AND DRAINAGE.

APPLICANT/DEVELOPER
CV COMMUNITIES, LLC
1900 QUAIL STREET
NEWPORT BEACH, CA 92705
PH: (949) 258-7535
FAX: (949) 376-5522
CONTACT: RYAN THOMAS

OWNER
CV COMMUNITIES, LLC
1900 QUAIL STREET
NEWPORT BEACH, CA 92660
PH: (949) 258-7535
FAX: (949) 376-5522
CONTACT: RYAN THOMAS

PA12-0004

P.U.D. SITE PLAN
TENTATIVE TRACT MAP No. 36436
CITY OF MORENO VALLEY

OCTOBER 30, 2012
SHEET 1 OF 4 SHEETS

PLANNED UNIT DEVELOPMENT - TENTATIVE TRACT MAP No. 36436

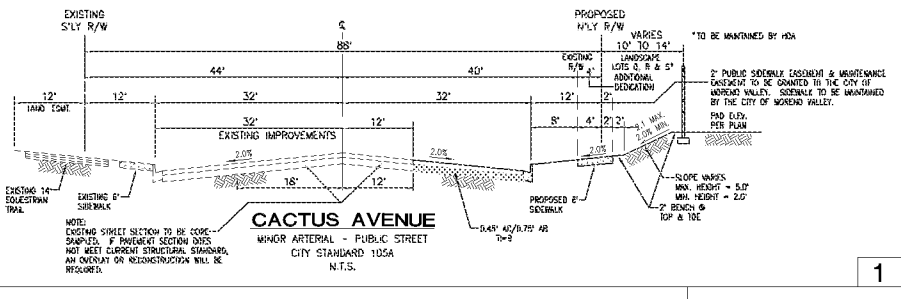

CACTUS AVENUE

MINOR ARTERIAL - PUBLIC STREET
CITY STANDARD 105A
N.T.S.

1

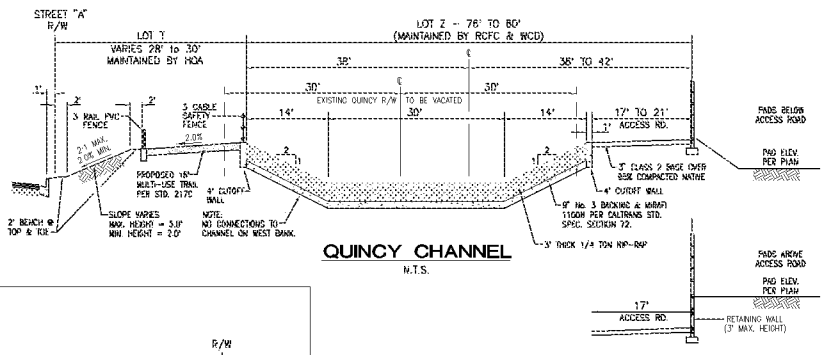

QUINCY CHANNEL

N.T.S.

2

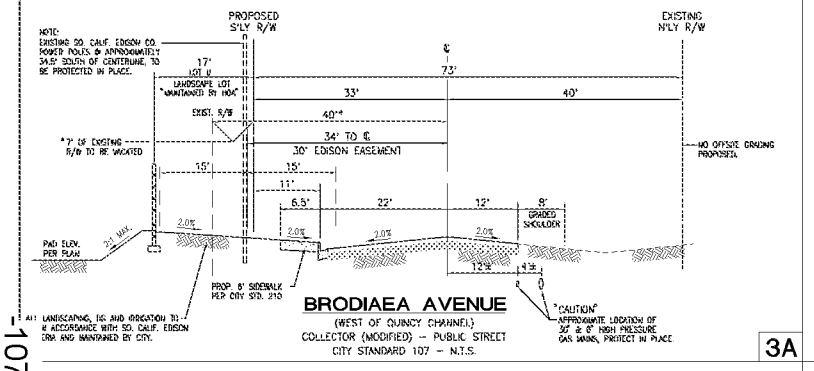

BRODIAEA AVENUE

(WEST OF QUINCY CHANNEL)
COLLECTOR (MODIFIED) - PUBLIC STREET
CITY STANDARD 107 - N.T.S.

3A

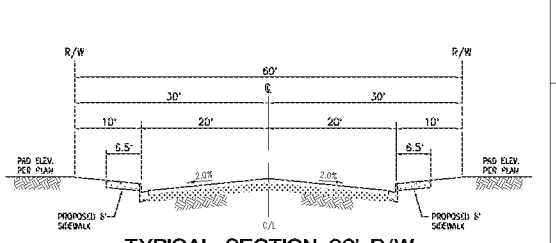

TYPICAL SECTION 60' R/W

GENERAL LOCAL STREET - PUBLIC STREET
CITY STANDARD 108A
STREETS B, D, H, J, L AND PORTIONS OF STREETS C, E, F & K
N.T.S.

5

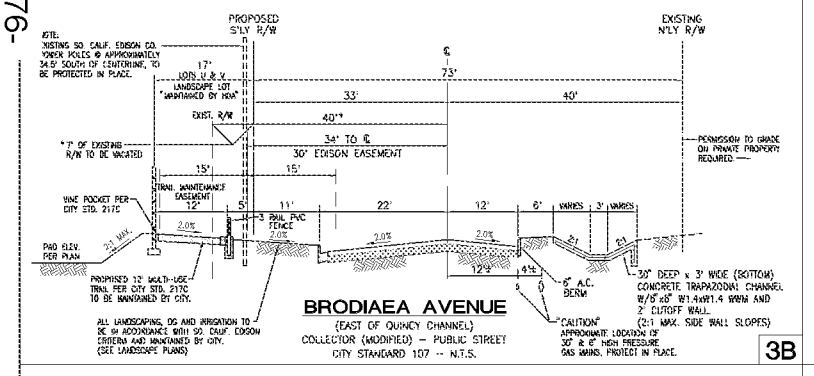

BRODIAEA AVENUE

(EAST OF QUINCY CHANNEL)
COLLECTOR (MODIFIED) - PUBLIC STREET
CITY STANDARD 107 - N.T.S.

3B

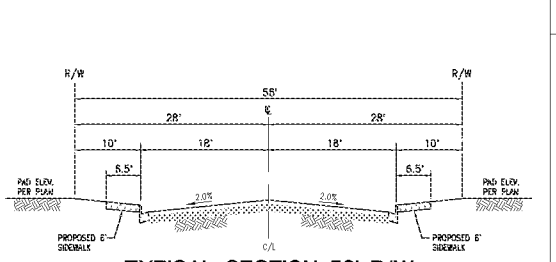

TYPICAL SECTION 56' R/W

SHORT LOCAL STREET - PUBLIC STREET
CITY STANDARD 108B
STREETS G, I, M AND PORTIONS OF STREETS C, E, F & K
N.T.S.

6

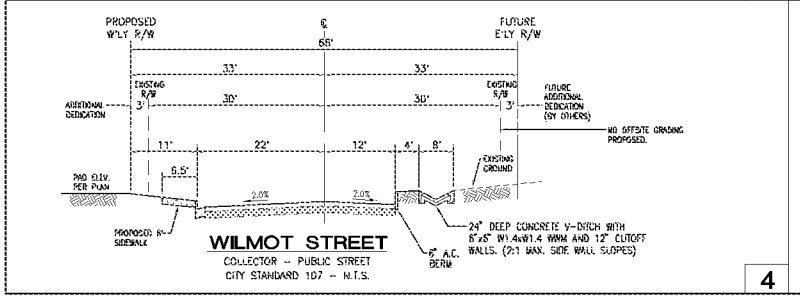

WILMOT STREET

COLLECTOR - PUBLIC STREET
CITY STANDARD 107 - N.T.S.

4

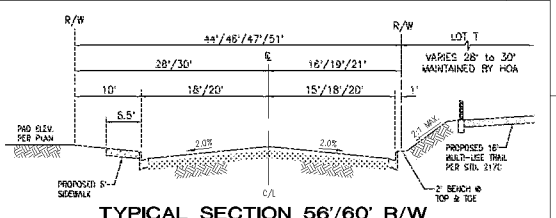

TYPICAL SECTION 56'/60' R/W

GENERAL LOCAL STREET - PUBLIC STREET
CITY STANDARD 108A
STREET A
N.T.S.

7

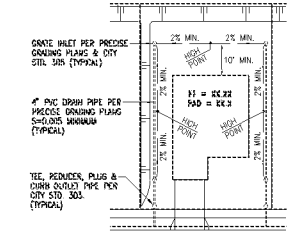

TYPICAL LOT DRAINAGE

PER CITY STANDARDS 303, 304, 305 & 306
N.T.S.

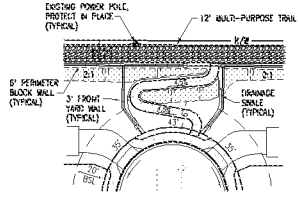

TYPICAL ACCESS TO CUL-DE-SAC

LETTERED LOTS W, X & Y
N.T.S.

DESIGN NOTES:
OVERALL ACCESS SIDEWALK LENGTH = 108 FEET
MAXIMUM GRADE = 4.5%
MAXIMUM CROSS SLOPE = 1.5%

OWNERSHIP AND MAINTENANCE NOTES:

LETTERED LOTS W, X & Y, UPON COMPLETION OF IMPROVEMENTS, SHALL BE GRANTED TO THE PROJECT'S HOMEOWNER'S ASSOCIATION, AND SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

A 6' WIDE PUBLIC ACCESS & MAINTENANCE EASEMENT (FOLLOWING THE ALIGNMENT OF THE ACCESS SIDEWALK) SHALL BE GRANTED TO THE CITY OF MORENO VALLEY. (SIDEWALK TO BE MAINTAINED BY THE CITY OF MORENO VALLEY)

LEGEND/ABBREVIATION

PROPOSED STORM DRAIN	SD
PROPOSED SEWER SYSTEM	SS
PROPOSED WATER SYSTEM	W
PROPOSED CONCRETE DRAINAGE DITCH	
CONCRETE	
PAR COURSE STATION	
MULTI-PURPOSE TRAIL	
PATTERN STAMPED ASPHALT	
DG ACCESS ROAD (QUINCY CHANNEL)	
EXISTING	EX.
MAXIMUM	MAX.
TENTATIVE TRACT BOUNDARY	
PROPOSED CENTERLINE	
PROPOSED VARIABLE SLOPE	
SHEET NUMBER / SECTION NUMBER	X / X
PRIVATE STREET	STREET 'A'
LOT NUMBER	274

PA12-0004

P.U.D. SITE PLAN

TENTATIVE TRACT MAP No. 36436

CITY OF MORENO VALLEY

OCTOBER 30, 2012
SHEET 2 OF 4 SHEETS

I:\80307\PREDW\PUD-02 10/30/2012

PLANNED UNIT DEVELOPMENT - TENTATIVE TRACT MAP No. 36436

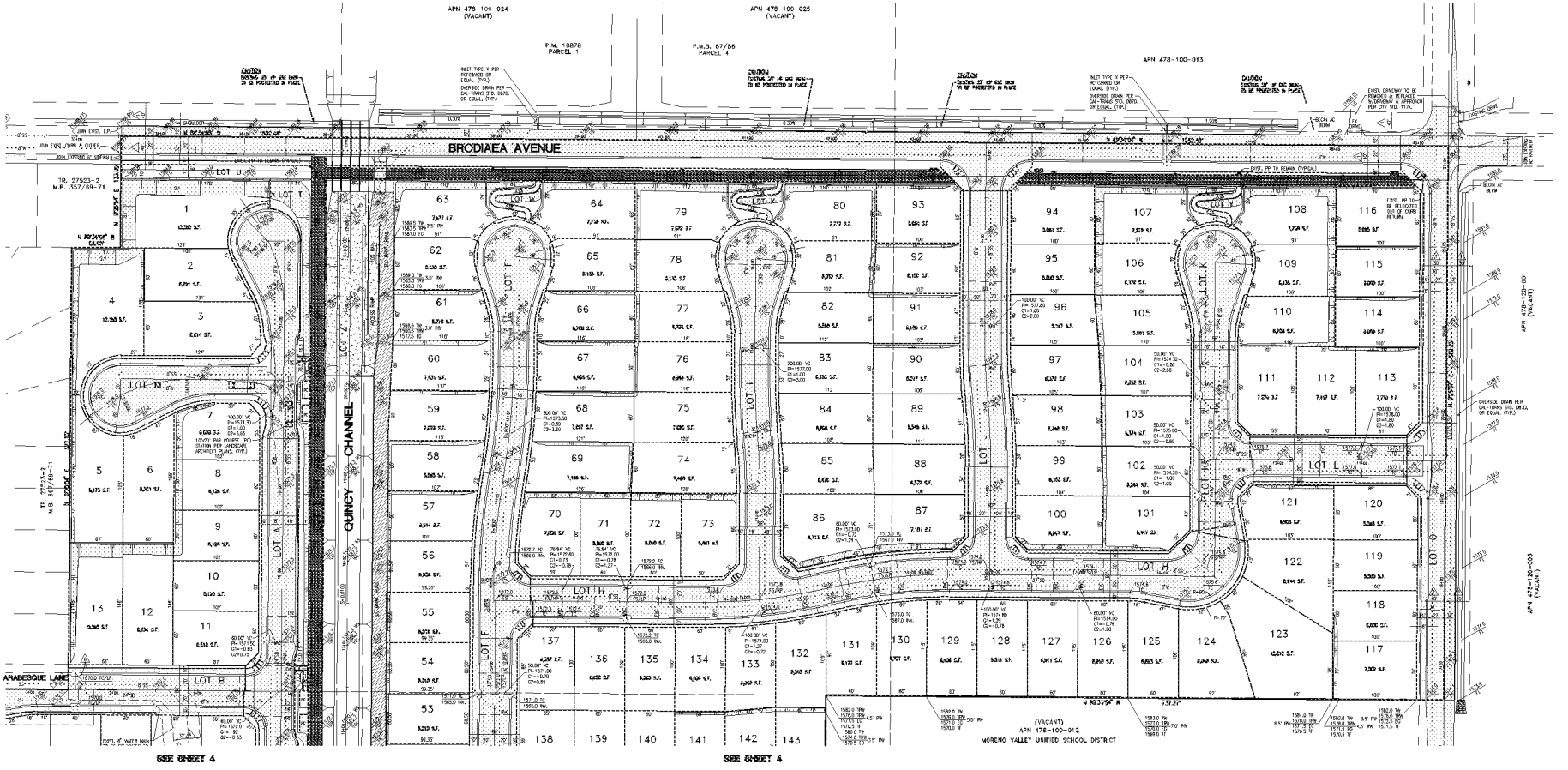

GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

PA12-0004

P.U.D. SITE PLAN

TENTATIVE TRACT MAP No. 36436

CITY OF MORENO VALLEY

OCTOBER 30, 2012
SHEET 3 OF 4 SHEETS

PLANNED UNIT DEVELOPMENT - TENTATIVE TRACT MAP No. 36436

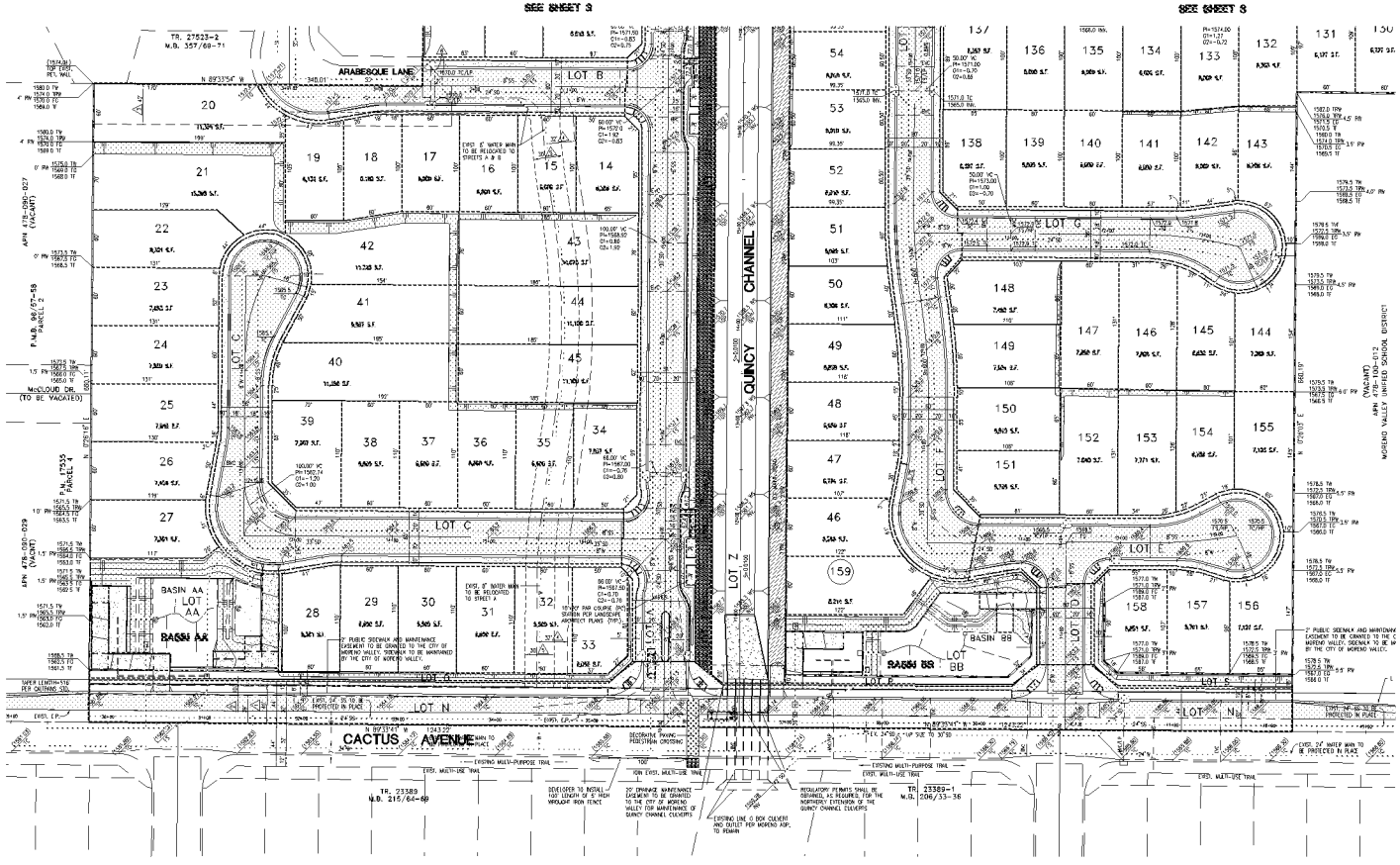

PA12-0004

P.U.D. SITE PLAN

TENTATIVE TRACT MAP No. 36436

CITY OF MORENO VALLEY

OCTOBER 30, 2012
SHEET 4 OF 4 SHEETS

PLANNED UNIT DEVELOPMENT - TENTATIVE TRACT MAP No. 36436

TENTATIVE TRACT MAP No. 36436
CITY OF MORENO VALLEY
RIVERSIDE COUNTY, CALIFORNIA

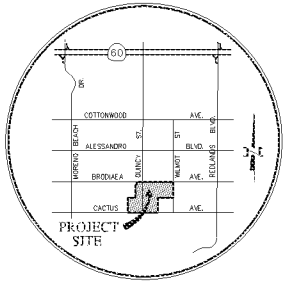

VICINITY MAP
NOT TO SCALE

GRAPHIC SCALE
(IN FEET)
1 inch = 120 ft.

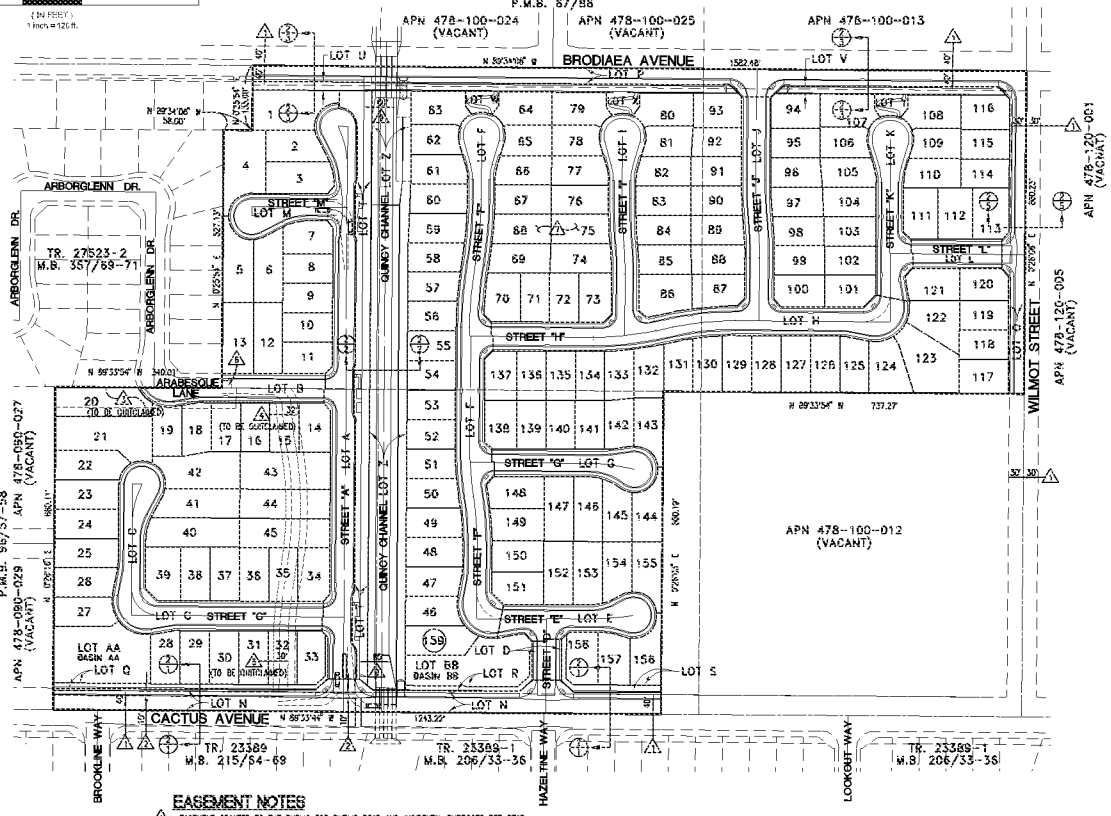

PROJECT DESCRIPTION

TTM 36436 IS PROPOSED AS A SINGLE-FAMILY DETACHED RESIDENTIAL PROJECT CONSISTING OF 159 LOTS ON 43.52 GROSS ACRES (TO CENTERLINE OF ADJACENT PUBLIC STREETS) RESULTING IN A GROSS DENSITY OF 3.65 DU/ACRE. THE NET ACREAGE OF 36.03 ACRES (RESIDENTIAL LOTS AND INTERIOR STREETS ONLY) RESULTS IN A NET DENSITY OF 3.95 DU/ACRE. THE LOTS WILL BE TYPICALLY SIXTY FEET WIDE AND ONE HUNDRED FEET DEEP WITH A 5,6 THOUSAND SQUARE MINIMUM LOT SIZE.

THE PROJECT WILL TAKE ACCESS FROM BRODIAEA AVENUE, WILMOT STREET AND CACTUS AVENUE. SECONDARY ACCESS IS ALSO AVAILABLE THROUGH TRACT NO. 27523-2, WITH THE EXTENSION OF ARABESQUE LANE. EACH OF THE THREE PERIMETER PUBLIC STREETS WILL HAVE LANDSCAPING INSTALLED TO CITY STANDARDS.

THE PROJECT WILL CONSTRUCT THE QUINCY STORM DRAIN CHANNEL FROM BRODIAEA AVENUE SOUTH TO CACTUS AVENUE. THE QUINCY CHANNEL CORRIDOR WILL ALSO CONTAIN A WETLANDS MITIGATION AREA WITHIN THE CHANNEL. TWO WATER QUALITY BASINS WILL ALSO BE PROVIDED TO CLEANSE THE PROJECT'S FIRST FLUSH STORMWATER AND DRY WEATHER NUISANCE FLOWS.

A CITY MULTI-PURPOSE TRAIL PARALLELING THE QUINCY CHANNEL ON ITS WEST SIDE (EAST SIDE OF STREET A), IS PROPOSED. THIS NORTH-SOUTH TRAIL WILL CONNECT TO THE CACTUS AVENUE TRAIL AND TO THE PROPOSED TRAIL ON THE SOUTH SIDE OF BRODIAEA AVENUE. STREET A WILL INCLUDE PARKING BAYS LOCATED AT EACH OF THE THREE EAST-WEST CONNECTIONS TO STREET A. DIRECT PEDESTRIAN CONNECTIONS WILL BE MADE TO THE NORTH-SOUTH TRAIL AT EACH OF THESE THREE INTERSECTIONS.

GENERAL NOTES

THERE ARE NO KNOWN EXISTING WELLS, IRRIGATION LINES, CESSPOOLS, SEPTIC TANKS AND SEWAGE LEACH FIELDS.

ALL STREET RIGHT OF WAYS TO BE PUBLIC OWNED AND MAINTAINED.

THERE ARE NO KNOWN PREVIOUSLY FILLED AREAS WITHIN THE SITE, INCLUDING ANY LIQUID OR SOLID WASTE DISPOSAL SITES.

ALL HOMES SHALL BE FIRE SPRINKLERED.

THE APPLICANT/DEVELOPER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS, PURSUANT TO SECTION 66456.1 OF THE SUBDIVISION MAP ACT. A PHASING PLAN SHALL BE SUBMITTED FOR APPROVAL PRIOR TO THE RECORDATION OF THE FIRST FINAL MAP.

A PERMISSION TO GRADE LETTER SHALL BE REQUIRED PRIOR TO ISSUANCE OF A GRADING PERMIT FOR ANY GRADING ON ADJACENT PROPERTIES.

NO BUILDING PERMITS SHALL BE ISSUED FOR LOTS AFFECTED BY EXISTING EASEMENTS UNTIL SUCH EASEMENTS HAVE BEEN QUITCLAIMED AND/OR VACATED.

NORTHERLY OFFSITE FLOWS WILL BE INTERCEPTED BY A PROPOSED LINED DITCH ON THE NORTH SIDE OF BRODIAEA.

NORTHERLY OFFSITE FLOWS, ON THE EAST SIDE OF WILMOT, WILL BE INTERCEPTED BY A PROPOSED LINED DITCH ON THE EAST SIDE OF WILMOT.

EAST SIDE PROJECT FLOWS WILL FLOW THROUGH THE EASTERLY WATER QUALITY BASIN (BASIN BB) AND OUTLET TO THE QUINCY CHANNEL.

WEST SIDE PROJECT FLOWS WILL FLOW THROUGH THE WESTERLY WATER QUALITY BASIN (BASIN AA) WITH AN OUTLET STORM DRAIN EXTENDING APPROXIMATELY 2000 FEET WESTERLY ALONG CACTUS AVENUE CONNECTING TO RCFC & WCD MORENO AQP LINE F-4, AT MORENO BEACH DRIVE. TRENCH REPAIR INCLUDING GRADING AND OVERLAY OF AT LEAST ONE LANE WILL BE REQUIRED WITH THIS EXTENSION.

LETTERED LOTS T, U AND V SHALL BE GRANTED TO THE PUBLIC FOR OPEN SPACE AND MULTI-USE TRAIL PURPOSES.

PEDESTRIAN ACCESS EASEMENTS SHALL BE GRANTED TO THE PUBLIC OVER OPEN SPACE LOTS W, X AND Y.

ENVIRONMENTAL PERMITS/CLEARANCES

REGULATORY PERMITS NEEDED FOR THE PROJECT CONSIST OF A U.S. ARMY CORPS OF ENGINEERS (CORPS) SECTION 404 PERMIT, A CALIFORNIA FISH AND GAME SECTION 1602 STREAMBED ALTERATION AGREEMENT, AND SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD SECTION 401 WATER QUALITY CERTIFICATION. CORPS SECTION 404 PERMIT COULD BE AN INDIVIDUAL SECTION 404 PERMIT OR A NATIONWIDE PERMIT 14 AND/OR 29.

FLOOD NOTE

SUBJECT PROPERTY LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER FEMA FLOOD MAP 06065C0770G, EFFECTIVE DATE OF AUGUST 28, 2008.

EASEMENT NOTES

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2. EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR ELECTRICAL LINES AND INCIDENTAL PURPOSES REC. SEPT. 30, 1966 AS INSTRUMENT NO. 97257, O.R.
3. EASEMENT IN FAVOR OF CACTUS RANCH, LLC FOR SLOPE AND TEMPORARY CONSTRUCTION PURPOSES RECORDED DEC. 2, 2003 AS INSTRUMENT NO. 2003-542813, O.R. (TO BE QUITCLAIMED)
4. EASEMENT IN FAVOR OF CACTUS RANCH, LLC FOR ROAD AND MAINTENANCE PURPOSES RECORDED JUNE 30, 2004 AS INSTRUMENT NO. 2004-0507104, O.R. (TO BE QUITCLAIMED)
5. EASEMENT IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT FOR SEWAGE TRANSMISSION AND INCIDENTAL PURPOSES REC. FEB. 10, 2005 AS INSTRUMENT NO. 2005-0115849, O.R. (TO BE QUITCLAIMED)
6. EASEMENT IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT FOR SEWAGE TRANSMISSION AND INCIDENTAL PURPOSES REC. FEB. 10, 2005 AS INSTRUMENT NO. 2005-0115849, O.R.
7. EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY FOR FACILITIES, INGRESS AND EGRESS RECORDED DECEMBER 13, 2006 AS INSTRUMENT NO. 2006-0887731, O.R. SAID EASEMENT IS BLANKET IN NATURE. (TO BE QUITCLAIMED)
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9. EXISTING QUINCY STREET RIGHT OF WAY TO BE VACATED.

EARTHWORK QUANTITIES (SEE PRELIMINARY GRADING PLAN)

	CUT	FILL
MASS EXCAVATION	94,273 CY	86,087 CY
SHRINKAGE (20%)	(18,855 CY)	-
CLEARING & GRUBBING (0.1")	(7,275 CY)	-
SUBSIDENCE (0.1')	(7,275 CY)	-
OVEREXCAVATION	259,886 CY	259,886 CY
SHRINKAGE (20%)	(51,978 CY)	-
TOTAL	288,776 CY	345,973 CY
IMPORT	IMPORT	77,207 CY

SOURCE OF TOPOGRAPHY

COMPILED BY PHOTOGRAPHIC METHODS FROM AERIAL PHOTOGRAPHY DATED DECEMBER 2, 2011 BY DON READ CORPORATION.

SHEET INDEX:

COVER SHEET	SHEET 1
TYPICAL SECTIONS & DETAILS	SHEET 2
TENTATIVE TRACT MAP	SHEETS 3-6

LEGAL DESCRIPTION

BEING A SUBDIVISION OF A PORTION OF LOT 1 AND LOTS 3, 4, 5 AND 8 OF BLOCK 134 AS SHOWN BY MAP NO. 1 OF BEAR VALLEY & ALESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, LYING WITHIN SECTION 14, TOWNSHIP 3 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN.

ASSESSOR'S PARCEL NUMBERS

A.P.N. 478-100-024 A.P.N. 478-100-010
A.P.N. 478-090-027 A.P.N. 478-100-009
A.P.N. 478-090-036

UTILITY PURVEYORS

WATER: EMWD
SEWER: EMWD
CABLE TV: ADELPHIA
GAS: SOUTHERN CALIFORNIA GAS COMPANY
ELECTRIC: MORENO VALLEY ELECTRIC UTILITY
TELEPHONE: VERIZON
SOLID WASTE: WASTE MANAGEMENT OF INLAND VALLEY

ZONING DATA:

EXISTING GENERAL PLAN:	R10/R15
PROPOSED GENERAL PLAN:	RS
EXISTING ZONING:	RS10/R15
PROPOSED ZONING:	RS

LAND USE DATA:

EXISTING LAND USE:	VACANT (UNDEVELOPED)
PROPOSED LAND USE:	SINGLE FAMILY RESIDENTIAL
EXISTING ADJACENT LAND USE:	SINGLE FAMILY RESIDENTIAL - NORTH, WEST & SOUTH VACANT (UNDEVELOPED) - NORTH & EAST

LAND USE SUMMARY

LOTS	LAND USE	ACREAGE	PERCENT(%)
1-159	SINGLE-FAMILY RESIDENTIAL	26.97	61.97%
A-M	PUBLIC STREETS (INSIDE)	8.86	20.62%
N-P	PUBLIC STREETS (BRODIAEA, WILMOT, CACTUS)	3.10	7.12%
Q-Z	LANDSCAPE/PUBLIC ACCESS LOTS	1.20	2.76%
AA-BB	WATER QUALITY BASINS	1.04	2.39%
CC	MORENO QUINCY CHANNEL	2.15	4.94%
	GROSS ACREAGE	43.52 AC.	100.00%
	NET ACREAGE 36.97 - 9.00 = 36.03 AC.		

DENSITY

159 UNITS/43.52 GROSS ACRES = 3.65 UNITS PER ACRE GROSS
159 UNITS/36.03 NET ACRES = 4.41 UNITS PER ACRE NET

TYPICAL RESIDENTIAL LOTS

TYPICAL WIDTH = 60 FEET
TYPICAL DEPTH = 100 FEET
MINIMUM LOT AREA = 6,000 SQUARE FEET

LOT FRONTAGE NOTE:

THE FOLLOWING LOTS HAVE FRONTAGE LESS THAN 50 FEET:
LOTS 21 & 22 - 44 FEET
LOTS 83, 94, 79, 80, 107, 108 & 159 - 35 FEET
LOT 122 - 43 FEET
LOT 123 - 40 FEET

APPLICANT/DEVELOPER

CV COMMUNITIES, LLC
1900 QUAIL STREET
NEWPORT BEACH, CA 92705
PH: (949) 258-7532
FAX: (949) 376-5522
CONTACT: RYAN THOMAS

OWNER

CV COMMUNITIES, LLC
1900 QUAIL STREET
NEWPORT BEACH, CA 92660
PH: (949) 258-7532
FAX. (949) 376-5522
CONTACT: RYAN THOMAS

CIVIL ENGINEER

STANLEY C. MORSE, RCE 20598, EXP. 9-30-13 — DATE 10/30/12

REGISTERED PROFESSIONAL ENGINEER — STANLEY C. MORSE — No. 20598 — Exp. 9-30-13 — CIVIL — STATE OF CALIFORNIA

MDS — MORSE DEVELOPMENT SERVICES — PLANNERS ENGINEERS SURVEYORS

PA12-0005

TENTATIVE TRACT MAP No. 36436

CITY OF MORENO VALLEY
RIVERSIDE COUNTY, CALIFORNIA

DATE PREPARED: OCTOBER 30, 2012
SHEET 1 OF 6 SHEETS

TENTATIVE TRACT MAP No. 36436

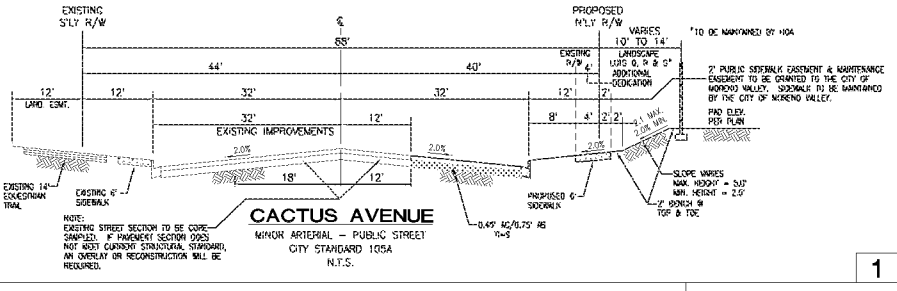

CACTUS AVENUE

MINOR ARTERIAL – PUBLIC STREET
CITY STANDARD 105A
N.T.S.

1

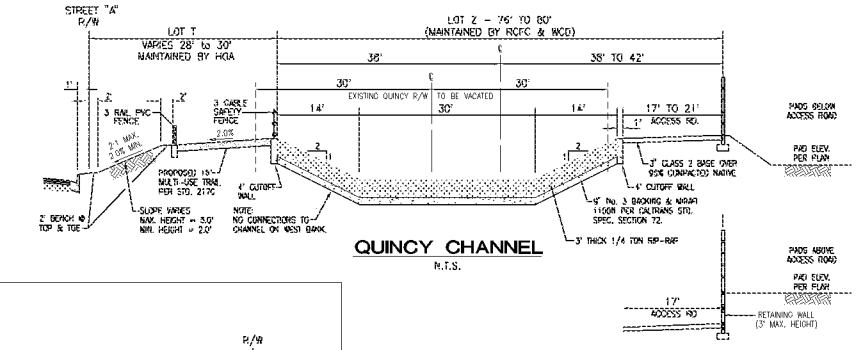

QUINCY CHANNEL

N.T.S.

2

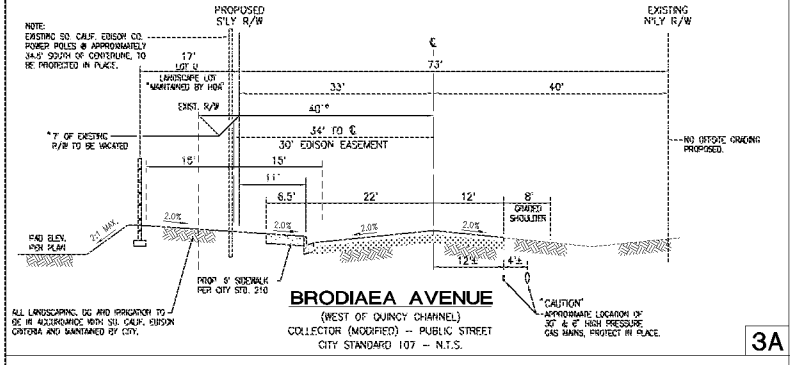

BRODIAEA AVENUE

(WEST OF QUINCY CHANNEL)
COLLECTOR (MODIFIED) – PUBLIC STREET
CITY STANDARD 107 – N.T.S.

3A

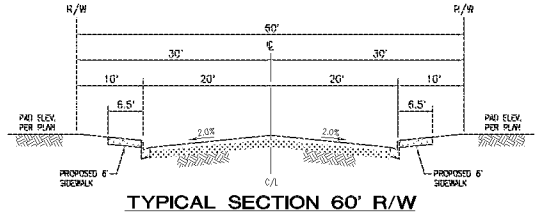

TYPICAL SECTION 60' R/W

GENERAL LOCAL STREET – PUBLIC STREET
CITY STANDARD 108A
STREETS D, D, H, J, L AND PORTIONS OF STREETS C, E, F & K
N.T.S.

5

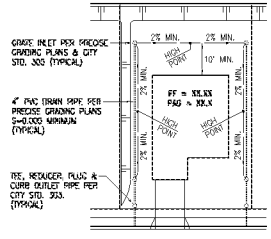

TYPICAL LOT DRAINAGE

PER CITY STANDARDS 303, 304, 305 & 306
N.T.S.

LEGEND/ABBREVIATION

EXISTING STREET ELEVATION	
PROPOSED STORM DRAIN	SD
PROPOSED SEWER SYSTEM	SS
PROPOSED WATER SYSTEM	W
PROPOSED CONTOUR	
PROPOSED CONCRETE DRAINAGE DITCH	
ASPHALT PAVING	
CONCRETE	
PAR COURSE STATION	
MULTI-PURPOSE TRAIL	
PATTERN STAMPED ASPHALT	
DG ACCESS ROAD (QUINCY CHANNEL)	
EXISTING	EX.
MAXIMUM	MAX
CATCH BASIN	CB
PERIMETER TUBULAR FENCE	
PROPOSED RETAINING WALL	
TENTATIVE TRACT BOUNDARY	
PROPOSED CENTERLINE	
PROPOSED VARIABLE SLOPE	
SHEET NUMBER / SECTION NUMBER	X / X
PROPOSED CENTERLINE RADIUS	R=300'
PRIVATE STREET	STREET 'A'
LOT NUMBER	274
CENTERLINE INTERSECTION DISTANCE	XXX'±
PROPOSED PAD ELEVATION	PAD=720.0
PROPOSED FINISH FLOOR ELEVATION	FF=720.5
TOP OF CURB	TC
BEGIN OF VERTICAL CURVE	BVC
MIDDLE OF VERTICAL CURVE	MVC
END OF VERTICAL CURVE	EVC
RETAINING WALL HEIGHT	RW=X'

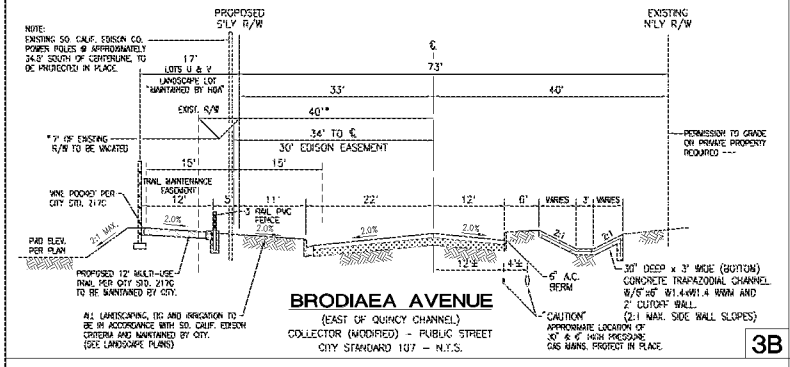

BRODIAEA AVENUE

(EAST OF QUINCY CHANNEL)
COLLECTOR (MODIFIED) – PUBLIC STREET
CITY STANDARD 107 – N.T.S.

3B

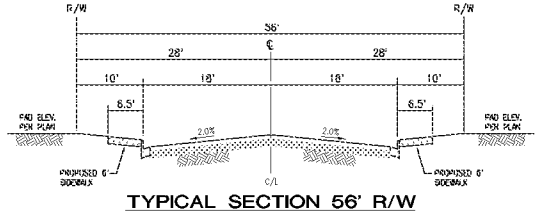

TYPICAL SECTION 56' R/W

SHORT LOCAL STREET – PUBLIC STREET
CITY STANDARD 108B
STREETS C, I, M AND PORTIONS OF STREETS C, E, F & K
N.T.S.

6

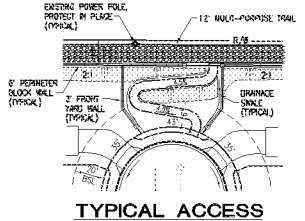

TYPICAL ACCESS TO CUL-DE-SAC

LETTERED LOTS W, X & Y
N.T.S.

DESIGN NOTES:
OVERALL ACCESS SIDEWALK LENGTH = 109 FEET
MAXIMUM GRADE = 4.5%
MAXIMUM CROSS SLOPE = 1.5%

OWNERSHIP AND MAINTENANCE NOTES:
LETTERED LOTS W, X & Y, UPON COMPLETION OF IMPROVEMENTS, SHALL BE GRANTED TO THE PROJECT'S HOMEOWNER'S ASSOCIATION, AND SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

A 5' WIDE PUBLIC ACCESS & MAINTENANCE EASEMENT (FOLLOWING THE ALIGNMENT OF THE ACCESS SIDEWALK) SHALL BE GRANTED TO THE CITY OF MORENO VALLEY. (SIDEWALK TO BE MAINTAINED BY THE CITY OF MORENO VALLEY)

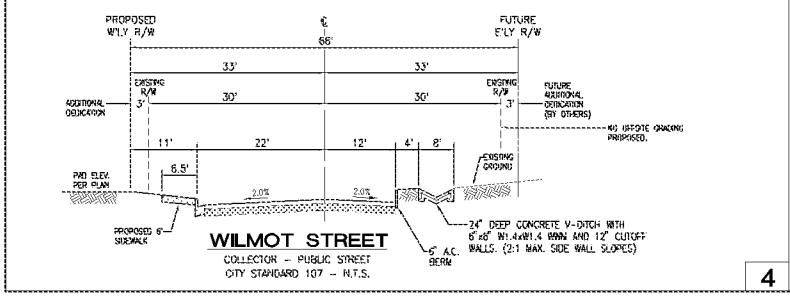

WILMOT STREET

COLLECTOR – PUBLIC STREET
CITY STANDARD 107 – N.T.S.

4

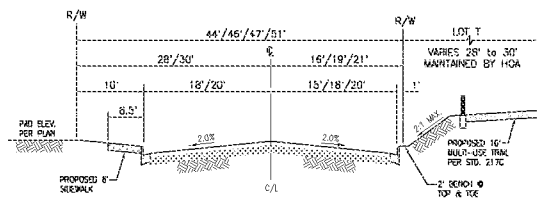

TYPICAL SECTION 56'/60' R/W

GENERAL LOCAL STREET – PUBLIC STREET
CITY STANDARD 108A
STREET A
N.T.S.

7

PA12-0005

TENTATIVE TRAC
MAP No. 36436

CITY OF MORENO VALLE
RIVERSIDE COUNTY, CALIFORNI

DATE PREPARED: OCTOBER 3
SHEET 2 OF 6 S

MV00201939

-1080-

TENTATIVE TRACT MAP No. 36436

Item No. E.1

MV00201940

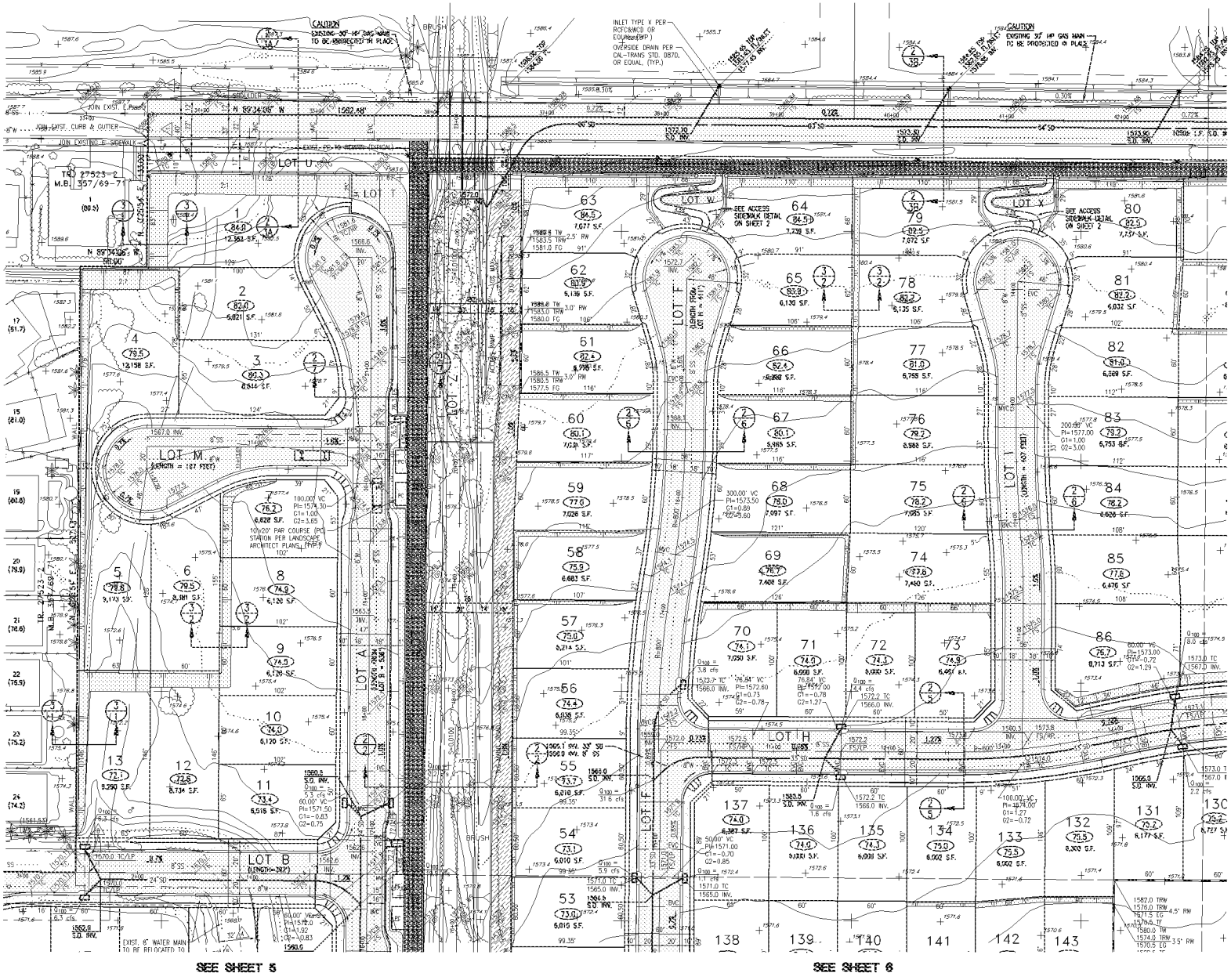

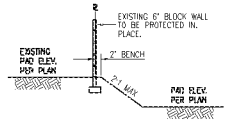

TYPICAL SECTION (3/1)
N.T.S.

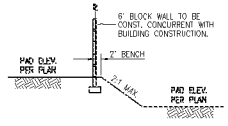

TYPICAL SECTION (3/2)
N.T.S.

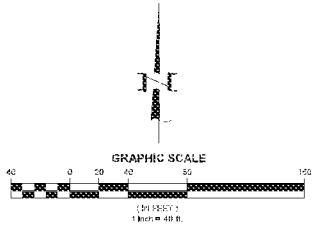

PA12-0005

TENTATIVE TRACT MAP No. 36436

CITY OF MORENO VALLEY

OCTOBER 30, 2012
SHEET 3 OF 6 SHEETS

TENTATIVE TRACT MAP No. 36436

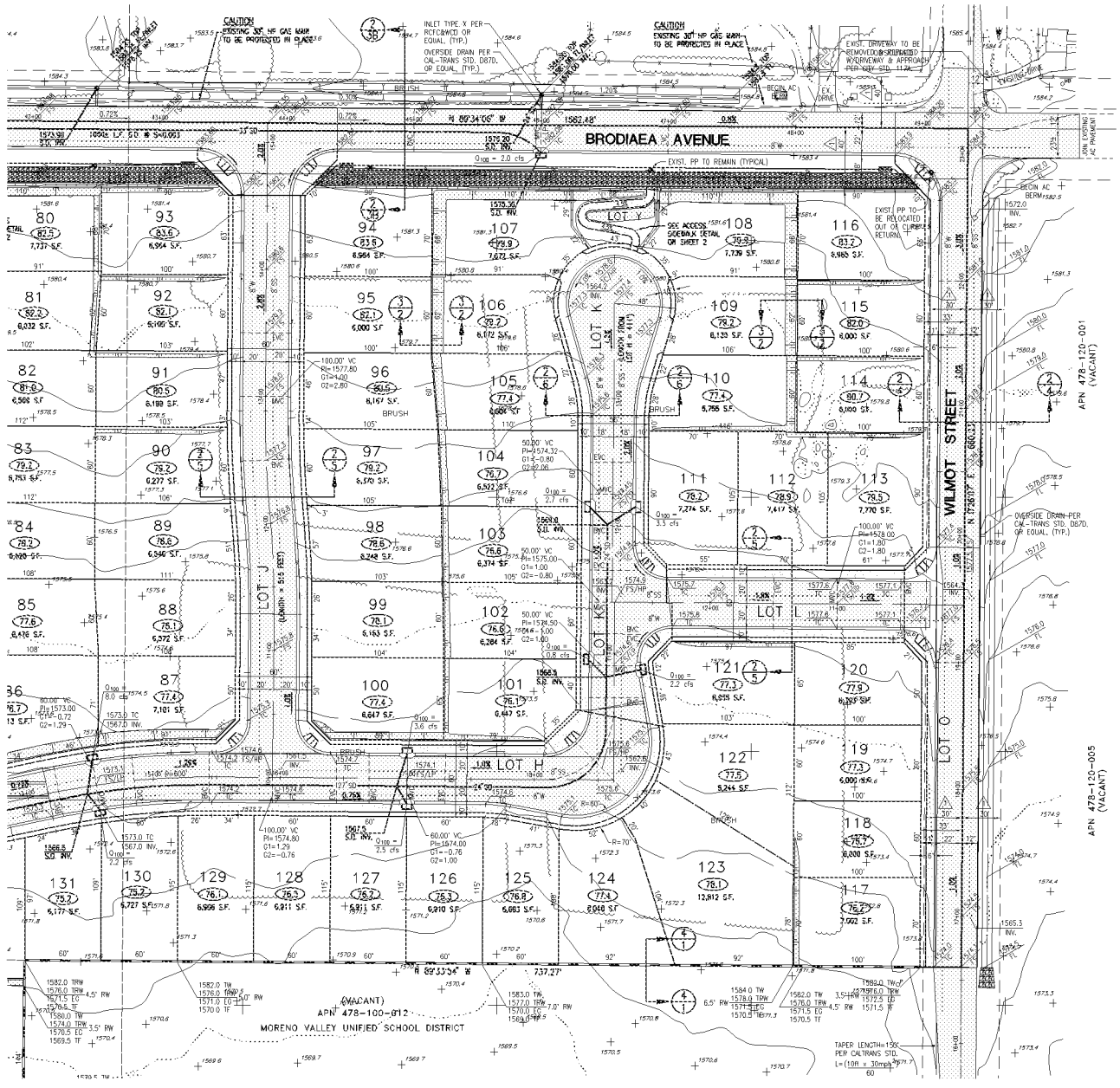

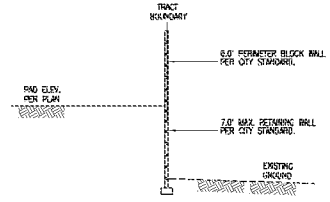

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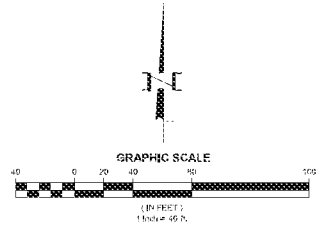

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TENTATIVE TRA
MAP No. 3643

CITY OF MORENO VALL

OCTOBER
SHEET 4 OF

TENTATIVE TRACT MAP No. 36436

Item No. E.1

-1082-

MV00201941

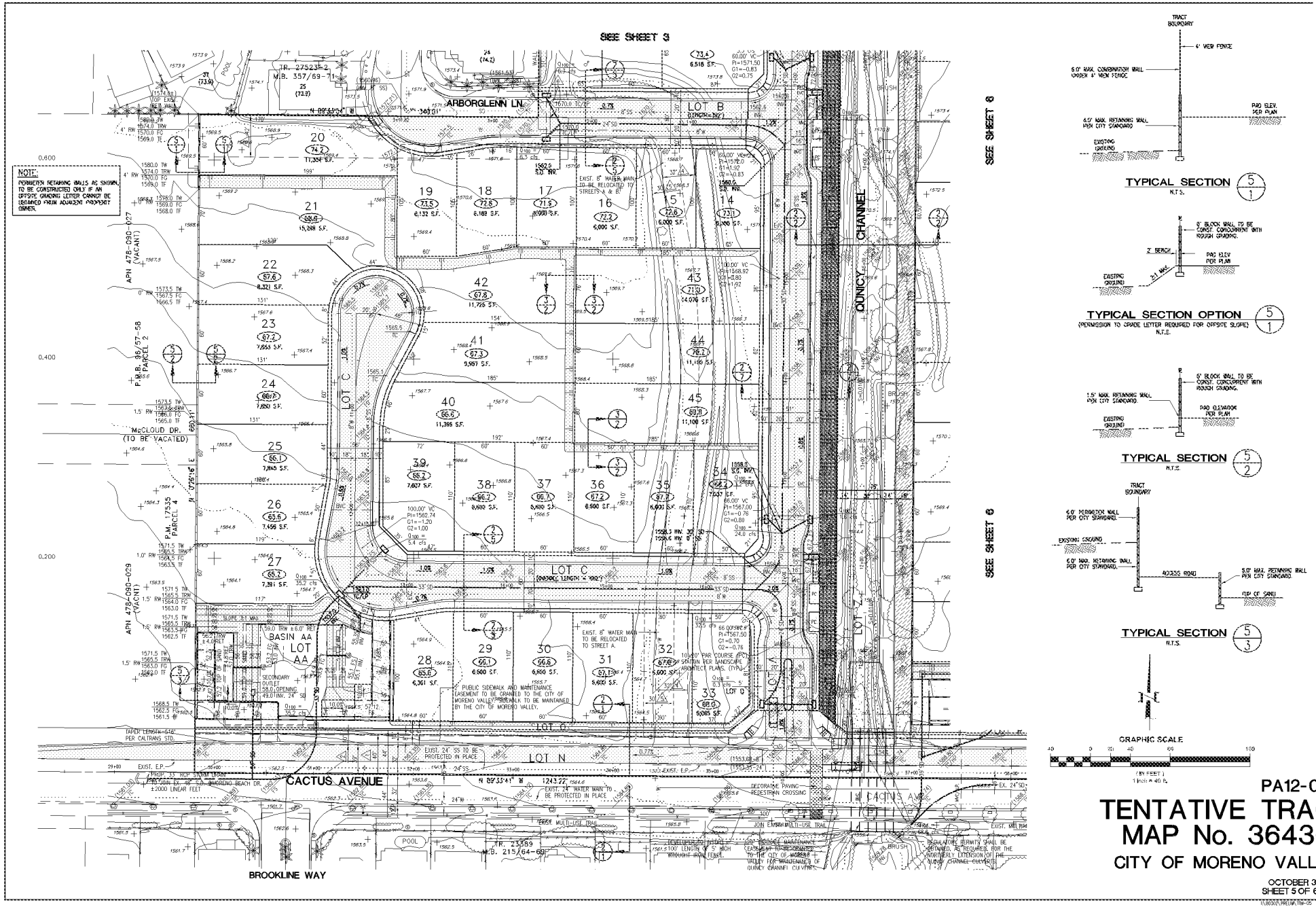
SEE SHEET 3
SEE SHEET 6
SEE SHEET 6
ARBORGLENN LN.
LOT B
LOT C
LOT N
LOT A
LOT G
LOT 7
QUINCY CHANNEL
McCLOUD DR. (TO BE VACATED)
BASIN AA LOT AA
CACTUS AVENUE
BROOKLINE WAY
NOTE: PERIMETER RETAINING WALLS AS SHOWN, TO BE CONSTRUCTED ONLY IF AN OFFSITE GRADING LETTER CANNOT BE OBTAINED FROM ADJACENT PROPERTY OWNER.
TYPICAL SECTION
TYPICAL SECTION OPTION
(PERMISSION TO GRADE LETTER REQUIRED FOR OFFSITE SLOPE)
TYPICAL SECTION
TYPICAL SECTION
GRAPHIC SCALE
PA12-0005
TENTATIVE TRACT MAP No. 36436
CITY OF MORENO VALLEY
OCTOBER 30, 2012
SHEET 5 OF 6 SHEETS
TENTATIVE TRACT MAP No. 36436

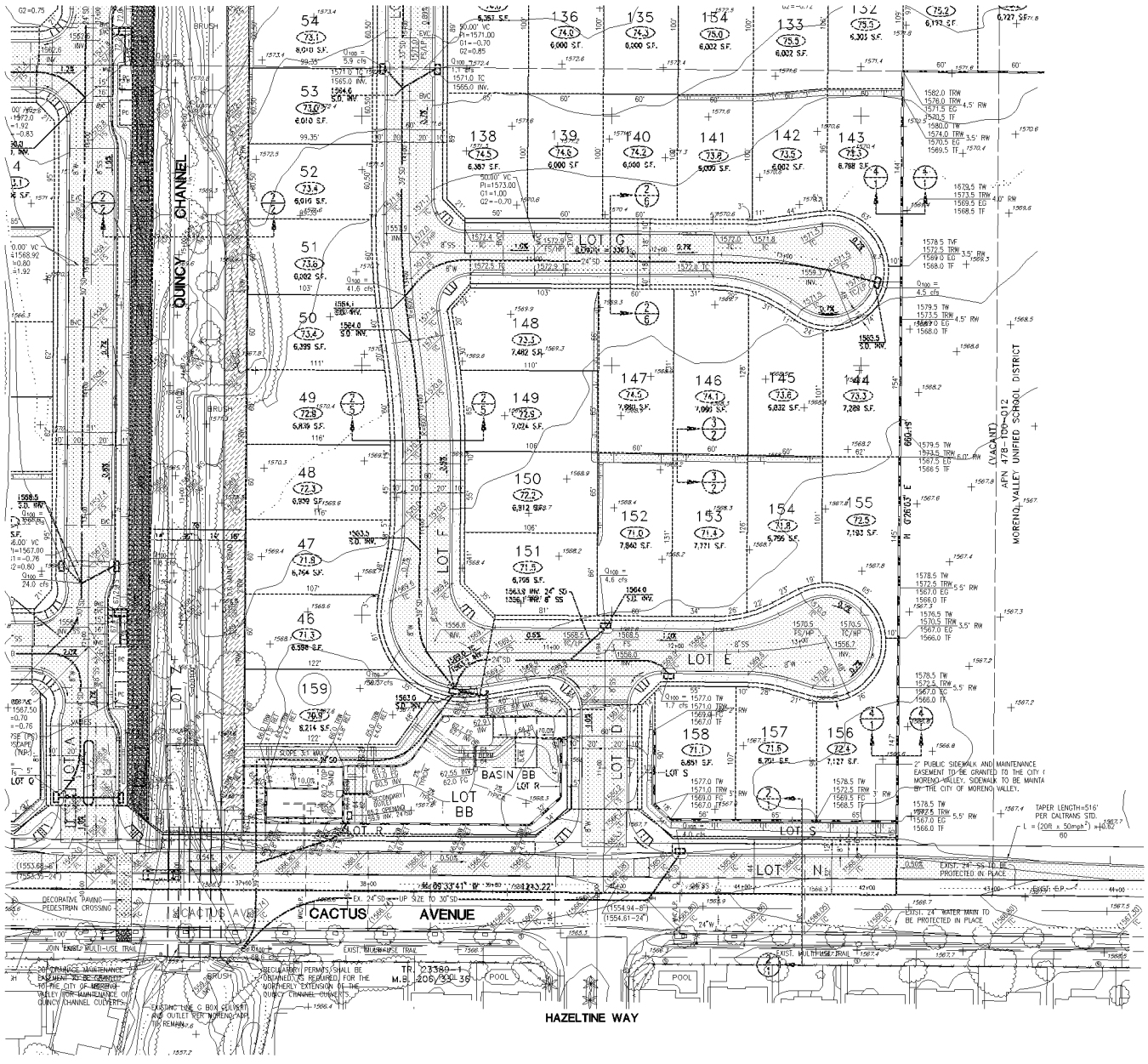

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TENTATIVE TRA MAP No. 3643

CITY OF MORENO VALL

OCTOBER

SHEET 6 OF

-1084-

TENTATIVE TRACT MAP No. 36436

Item No. E.1

MV00201943

Planned Unit Development Guidelines
Tract 36436

February 2013

CACTUS AVENUE

Planned Unit Development Guidelines

Tract 36436

February 2013

Prepared For:

CV Communities

A CITY NEIGHBORS COMPANY

Prepared By:

WILLIAM HEZMALHALCH ARCHITECTS INC.

FRANK RADMACHER ASSOCIATES, INC.

Landscape Architects

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PLANNED UNIT DEVELOPMENT GUIDELINES TRACT 36436

PURPOSE

The purpose of the CACTUS AVENUE Planned Unit Development guidelines is to provide a continuity of design such that the resulting community is unified by a consistent and long-lasting identity. The goal is to create a high standard of site planning and architectural quality but to do so with a generalized approach so that designer creativity is not limited, product diversity is encouraged, and evolving consumer preferences can be met. It is further intended that all aspects of the community be designed with consideration to energy and water conservation.

THEME

The theme for CACTUS AVENUE will be traditional California suburban. This theme is general enough to include a wide range of compatible architectural styles. The feel of the community will be warm, inviting, and recognizable.

1. Site Planning and Design

This section includes design standards that avoid monotonous, repetitive appearances and that encourage a pleasant, pedestrian oriented neighborhood environment.

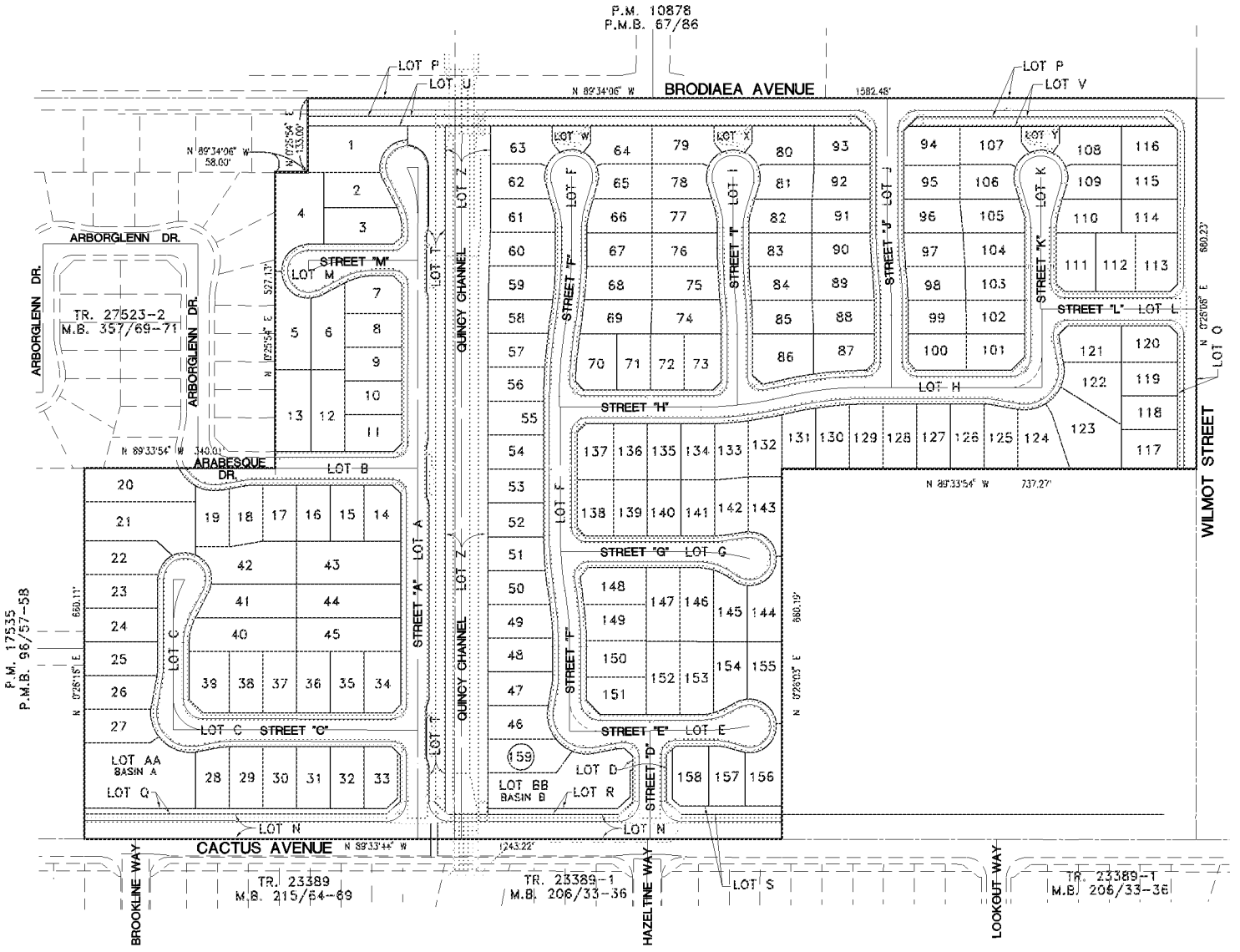

Figure I-1 Site Plan

a. Setbacks

The following residential standards for CACTUS AVENUE are required for all homes:

SUMMARY OF SETBACK REQUIREMENTS	
Minimum Lot Size	6,000 sf
Minimum Lot Width	60'
Minimum Lot Depth	100'
Typical House Width	50'
Cul De Sac Knuckle*	35'
Front Setbacks:	
Street Facing Garage	20'
Swing-in Garage	15'
Two-story Living Space	20'
Single-story Living Space	15'
Porch / Portico	15'
Rear Setbacks	
Two-story Living Space (Flat Area)	15'
Single-story Living Space (Flat Area)	15'
Deck	15'
Patio Cover or Trellis	10'
Side Setbacks	
Typical Condition	5'
Side Street Living Space Interior Lots	10'
Side Street Porch Interior Lots	5'
Side Street Living Space Exterior Lots**	15'
Side Street Porch Exterior Lots	10'
Min. Distance Between Living Spaces	10'

* Please see on-street parking exhibit Figures 1-23a & b

** Lots 93, 94, 113, and 116 are considered exterior side street lots and will have a 15' side yard setback on the street side.

All setbacks are considered minimums as measured from the right-of-way.

An attempt shall be made to vary front setbacks (up to 5') to the extent flat pad depths exceed 110' (at their most restrictive point).

Side yard setbacks shall have a minimum 5' of flat pad area in all conditions as measured to the center of any wall or fence, or top of slope, or toe of slope.

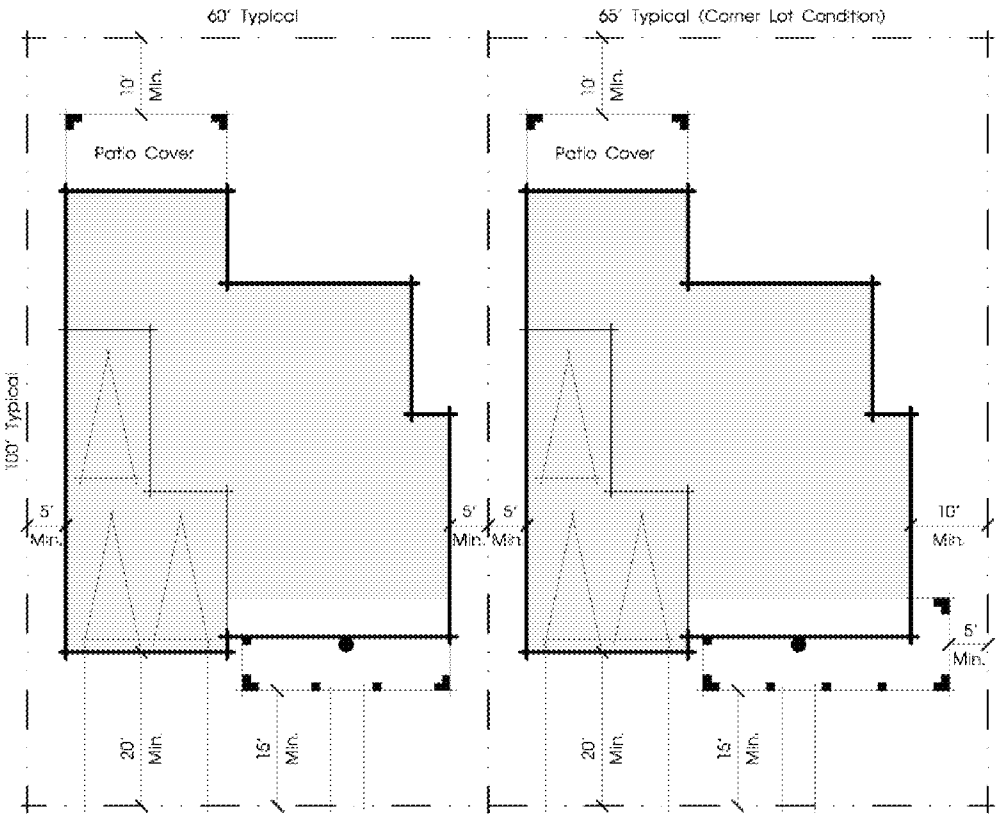

Figure I-2 Typical 6,000 SF Lot

Legend

Single-Story

Two-Story

Where there is extra flat pad width, an attempt shall be made to center the house within the buildable pad width to maximize the minimum separation between adjacent houses.

Maximum lot coverage of the building footprint (including garage) shall be 50%.

b. Plotting Requirements

A range of dwelling unit sizes, floor plans, elevations, and unit sizes, shall be provided (see Section 3.a. Variation Requirements).

To encourage a diverse street scene, neither the same floor plan nor the same elevation style shall be plotted next to itself or directly across the street from itself. "Directly across the street" shall be defined as more than half of the narrower lot overlapping with the wider lot across the street.

1. Unless a street incline prevents otherwise, a left or right side garage may not be plotted more than 3 times in a row.
2. Repetitive patterns of garage placement shall also be avoided where possible.
3. To minimize visual impact, corner lots shall incorporate single-story elements into the design.

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2. Architectural Design

These design guidelines are intended to be flexible and are, therefore, illustrative in nature. It is not the intent of these design guidelines to require that all of the identified design components and elements be incorporated into the actual building designs. Rather, these guidelines serve as a "palette" of character defining elements that can be used in home designs. Builders, and their architects and planners, are encouraged to utilize creativity and imagination when developing exciting design proposals for Cactus Avenue.

a. Design Principles

While these design guidelines do not limit architectural styles, the styles employed should be authentic and distinct. Traditional styles tend to have defining features that should be consistently implemented across the product offering. These guidelines also allow for new styles as long as defining features can be identified and applied to the floor plans.

Architectural styles should be dictated by the massing of floor plans and a certain style should not be forced onto every floor plan. By emphasizing authentic styles, these guidelines discourage sameness and monotony. The multi-style street scene should be diverse as to form, massing, features, windows, front doors, garage doors, materials, and colors.

To some extent, resource efficiency should influence architectural styles. The concept of resource efficiency includes reduction of wasteful elements in the design and construction of the house as well as conservation of energy and water during occupancy of the house.

b. Form and Massing

Building mass and scale are two primary design components that affect how a structure is perceived. Controlling the mass of a building through design articulation of the building facades, attention to rooflines and variation in vertical and horizontal planes reduces the visual mass of a building. Composition and balance of roof forms are as important to a street scene as street trees and architectural character.

It is important to provide variation in front elevation massing, building types and architectural styles along any neighborhood street to provide diversity and allow homes to undulate along the streetscape.

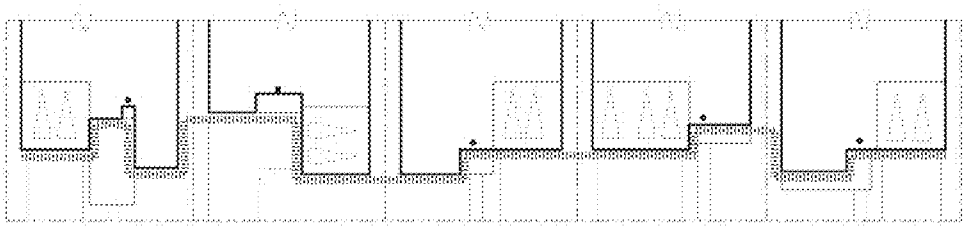

Figure I-3 Varied Massing Diagram

Design elements shall be included on the rear facades and sides of homes (four-sided architecture). Houses shall be arranged in a manner that creates a harmonious, varied appearance of building heights and setbacks.

Special design features such as covered front porches, window and door articulation, extended overhangs and building edge treatments are encouraged. General massing should vary noticeably among the different floor plans. Together with variable setbacks, massing variation will create desirable movement along the street scene.

1. All four sides of a two-story house must have at least one plane break at the first and/or second story in order to avoid monolithic elevations. A plane break must be at least 2 feet.
2. Three sides of a single-story plan must have at least one plane break. A plane break must be at least 2 feet.
3. The floor area of a second story, including the stairs, may not exceed 80% of the floor area of the first story including the garage and any porch.
4. The floor area of a third story, including the stairs, may not exceed 60% of the floor area of the second story.

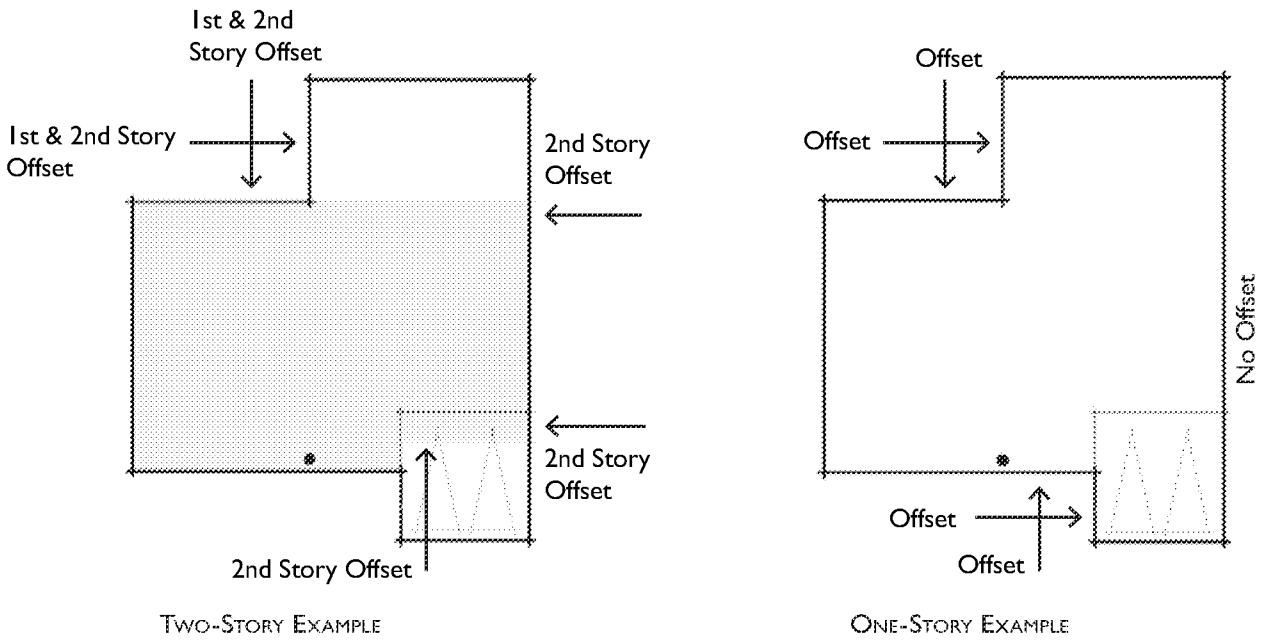

Figure I-4 Example of Offsets

c. Roofs

Rows of homes along a hillside are perceived by their contrast against the skyline or background. The dominant impact is the shape of the building and roofline. The building mass shall be varied to minimize the visual impact of similar building silhouettes and similar ridge heights. This can be achieved by using a variety of front-to-rear, side-to-side, gables and hipped roofs, and/or by the introduction of a one-story element.

1. Roof pitches should vary according to architectural style. Primary roof pitches may be 4:12 or 5:12 (for solar panel efficiency). Secondary roof pitches can vary from primary roof pitches but only if such variation is consistent with the architectural style.
2. To the extent they are not inconsistent with an architectural style, hipped roofs are encouraged in order to accommodate solar panels and to cast shade over windows.
3. Simplified rooflines are encouraged in order to accommodate integrated solar panels. Provide large enough unbroken roof planes to be sufficient to meet the state code for "solar zones".
4. Eave depths should vary according to architectural style and may range in depth from 12 to 24 inches.
5. Porches and balconies are encouraged to the extent they are consistent with the architectural style. The minimum porch depth shall be 5 feet to porch edge.

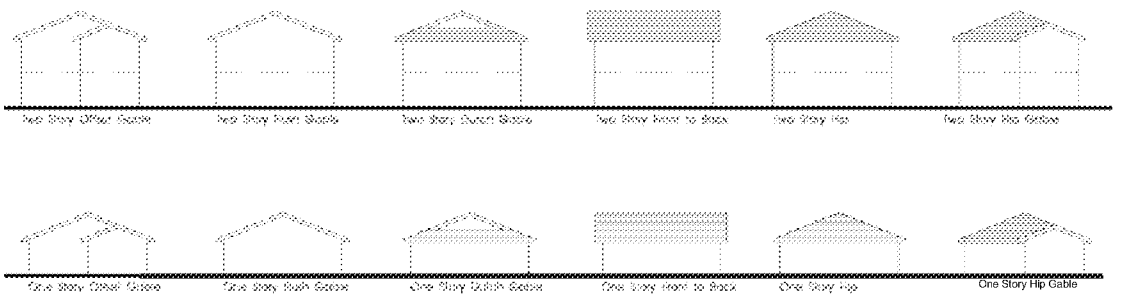

Figure I-5 Varied Roof Examples

d. Garage Location and Design

The visual impact of three-car garages should be reduced where possible. Although not necessarily depicted on the architectural elevations (see Section 3 Architectural Styles), the builder(s) in CACTUS AVENUE will pay particular attention to the design, placement, and orientation of the garages in all residential neighborhoods. Depending upon lot size, this can be accomplished through a variety of methods, including:

1. Side-on orientation (a side-on garage shall have a minimum back-up area of 28-feet).
2. Garage setback greater than the house front setback
3. Tandem garages for third car
4. A porte-cochere architectural element
5. Garage door details shall vary in a manner that is consistent with each architectural style.
6. Garage door windows shall be standard.
7. Front-facing garages shall not be wider than 65% of the house width.
8. Exclusive use of three-car front-facing garage in all plans is prohibited. When 3-car front-facing garage is utilized, a single garage door should be offset from a double garage door.

e. Architectural Elements

Architectural styles for CACTUS AVENUE should be chosen in part as an opportunity to introduce a variety of exterior accent materials (e.g. brick, stone, siding, metal, pre-cast concrete, ceramic tile, or timber).

1. Color schemes should be simple, tasteful, and consistent with architectural styles.
2. Front door details shall vary according to architectural style.
3. Feature window shapes shall vary according to architectural style.
4. Acceptable roof materials include concrete tiles and metal, but exclude composite shingle.
5. Chimneys, which may cast shadows over solar panels, are not required.
6. At least two photosensitive carriage lights per house are required and they should vary according to architectural style.
7. Shutters are not required; but to the extent they are used, shutter sizes should be proportional to the window and shutter styles should vary in a manner consistent with architectural styles.
8. Trim details from the front elevation should also be applied to the sides and rear of the house for continuity.

f. Mechanical Equipment

Mechanical equipment such as air conditions, heaters, evaporative coolers, and other such devices shall not be mounted on any roof and must be located behind privacy walls and landscaping out of the setback area.

3. Architectural Styles

The residential architecture of Cactus Avenue will reflect a variety of architectural themes and styles prevalent in Southern California. The identified architectural elements and details for each style provide guidance but are not required for a given style. Contemporary interpretations of historical styles are appropriate.

Architectural design creativity, attention to detail, and respect of building scale and massing along residential streets are to be at a level equal to or exceeding the homes and neighborhoods within the surrounding communities.

The following is a list of example architectural styles along with some defining characteristics of those styles. The list is not intended to be exhaustive or limiting. Rather it is intended to demonstrate that acceptable styles shall have some historical authenticity that can be defined by a unique set of characteristics.

The characteristics shown on the next pages are only representative because an authentic style can have several interpretations. The only requirement is that definable architectural styles be utilized so that elevations are identifiable and the street scene is diverse. Generic architecture that lacks identifiable characteristics and blends together is not acceptable.

Example styles include:

- Coastal
- Cottage
- Craftsman
- French Country
- Monterey
- Ranch
- Spanish
- Traditional

COASTAL

The Coastal style is based on traditional architecture with a strong influence of East Coast progressive detailing, yet heavily influenced by native California coastal cottage solutions.

- Siding can be used as an accent in gable end conditions or as a dominant feature material
- Emphasized corner, window, and door accent trims
- Moderate roof pitches
- Hip and/or gable roof forms with flat roof tile
- Vertically proportioned windows typical
- Can be traditional or progressive

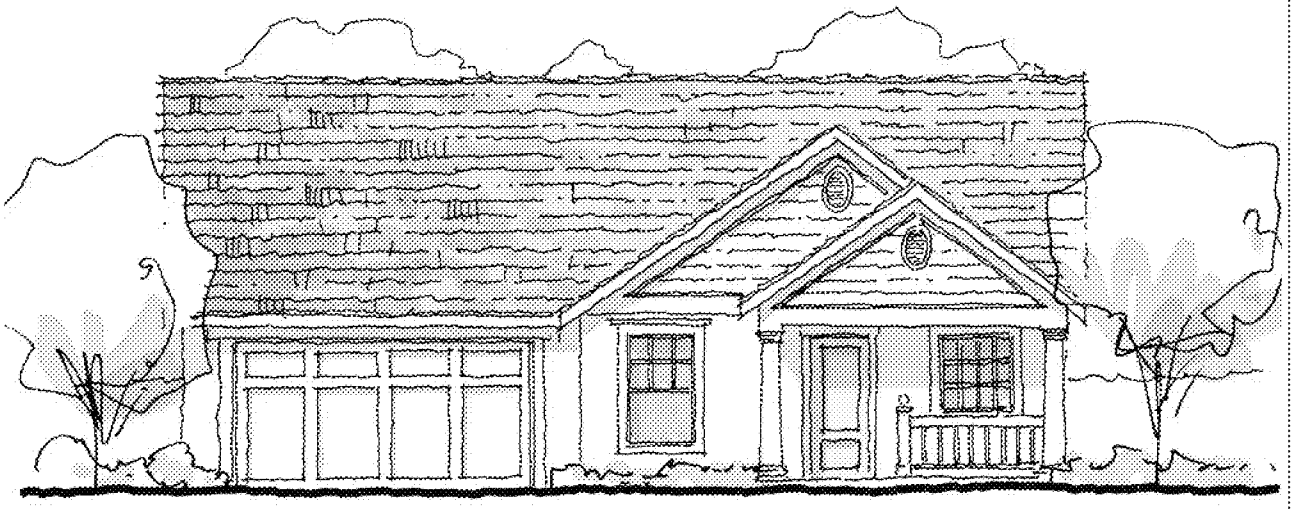

COTTAGE

The Cottage style reflects small house massing with historical roots from the English and French countryside finding its popularity here in the early decades of the 20th century. This style embraces European charm with expressive detail.

- Steeper pitched roofs with gables or hips with gable details; accented secondary roof elements can have steeper pitches
- Highly expressive entry elements mark this style
- Flat concrete roof tile
- All stucco solution acceptable
- Accent brick or stone application encouraged

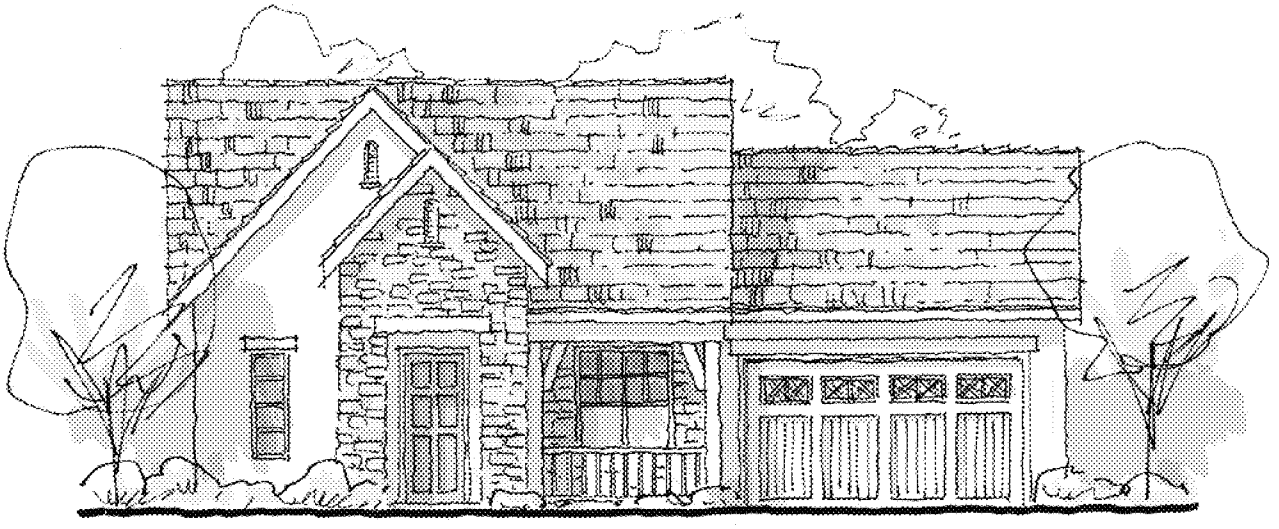

CRAFTSMAN

This style has its historical roots in Southern California and spread throughout the country by pattern books and popular magazines during the early decades of the 20th century. Craftsman specific attributes relate to the home's climate, native materials, indoor/outdoor living and honest character styles.

- Low pitched, front gabled roof with wider overhangs and flat roof tile; higher pitched roofs acceptable on single-story homes
- Cross-gabled, side-gabled and hipped roofs also appropriate
- Decorative beams or braces under gables
- Siding or distinguishable vent details in gable ends
- River rock applications historically typical and preferred as base details at porches; additionally tapered or double wood post columns are signature elements for this style; but ledge stone, brick, and all-stucco solutions are acceptable.
- Exterior walls can be enhanced with a shingle or siding application; all stucco solutions are acceptable
- Expressive window and door trims

FRENCH COUNTRY

French Country is picturesque style from the early 20th century that recalls a more rustic French vernacular. Designs for these homes reflect the evolution of their rural setting (part farmhouse and part chateau).

- Stacked ledge stone or brick facade base
- Feature windows with a horizontal or a flat arch top
- Front porch with wood posts and arched braces
- Steeper roof pitch with combination of hips and gables (dominant gable or hip roof)

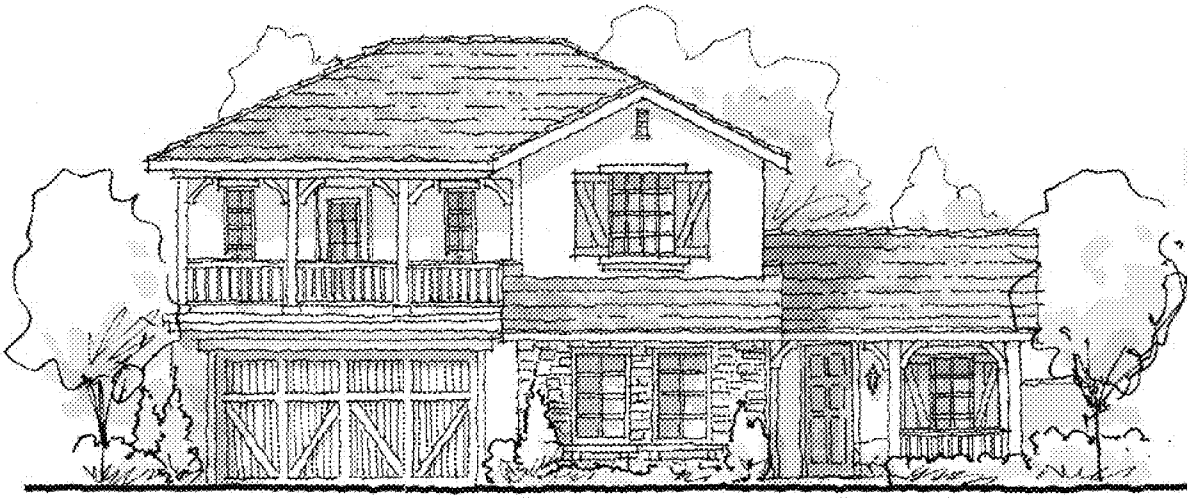

MONTEREY

The Monterey style emanated from the Monterey Peninsula in the late 19th century by mixing East Coast Colonial architecture with the Spanish-influenced architecture of California.

- Two-story massing
- Usable balconies at front elevation with wood railing/ pickets preferred solution; adaptations of this detail encouraged for variety
- Rafter tails
- Flat or 'S' tile roofs
- Front to back primary roof with expressed outlookers at gable ends
- Brick or stone application with vertical or horizontal (board & batt) siding
- All stucco applications acceptable if contributing details provided

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RANCH

The Ranch style is a more casual version of the Traditional style that emerged with the post war building boom in Southern California.

- Horizontal emphasis in form and windows
- Brick or stone base
- Full height siding or partial siding at eaves can be used with or without brick.
- Best with single-story plans or plans with single-story elements
- Elongated porches with shed roofs and wood posts without railings
- Shutters, railings with pickets and outlookers can be applied as accents to this style, but not required.

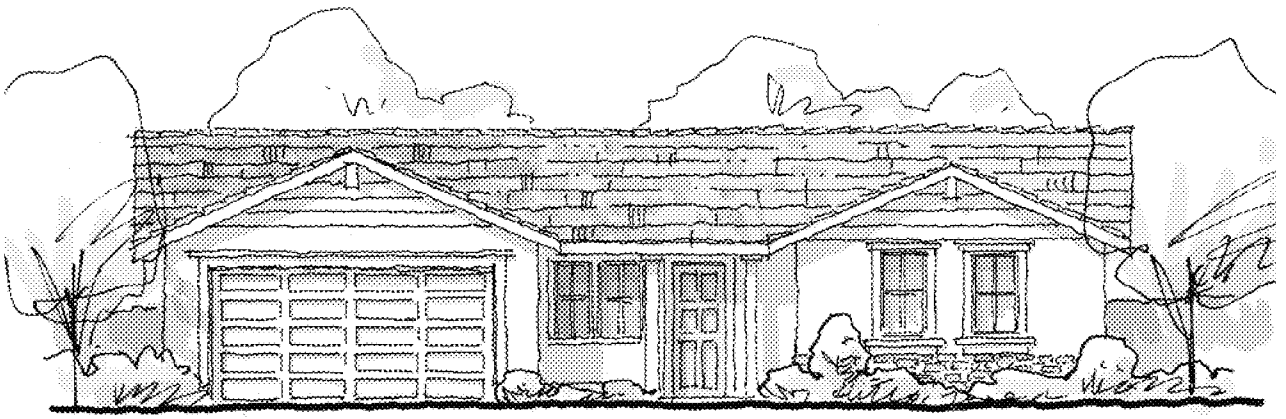

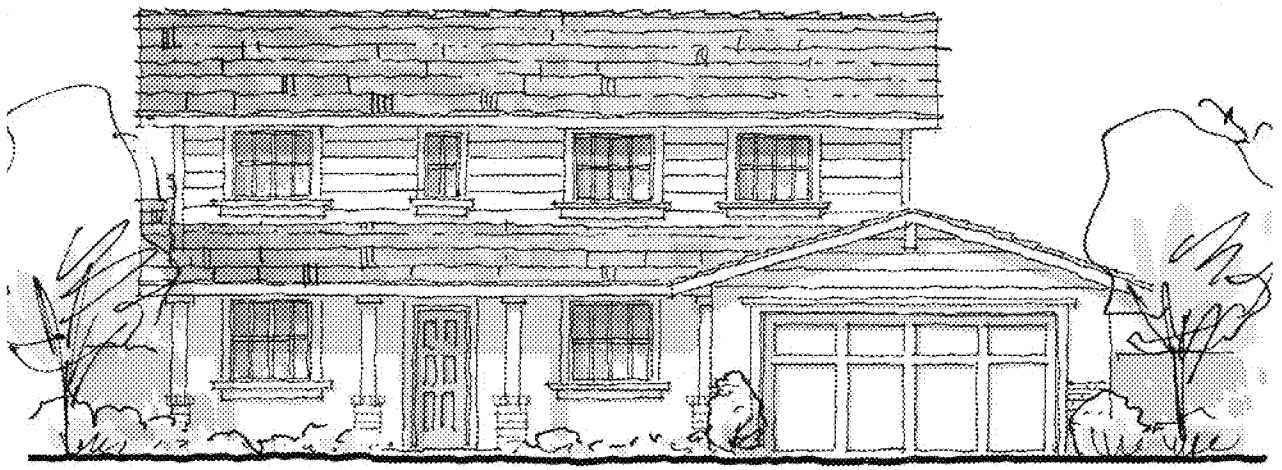

SPANISH

The Spanish style evolved in California as an adaptation of Mission Revival influences, infused with additional eclectic elements and details from Latin America and Spain. From formal adaptations to informal solutions, this style remains one of the most recognizable.

- Low pitched, 'S' tile roof
- Eave overhangs with any combination of hipped and gabled roofs
- Full arches at entry, porch, and/or feature windows common
- Typically all stucco walls
- Iron accent details at small feature windows and/or exterior railing
- Accent tiles can be provided as entry or feature window surrounds
- Appropriate detail at gable ends such as decorative pipes, vents, or outlookers
- Santa Barbara is more formal version with splayed or compound arches
- Hacienda is more casual version with wood headers, corbels and posts

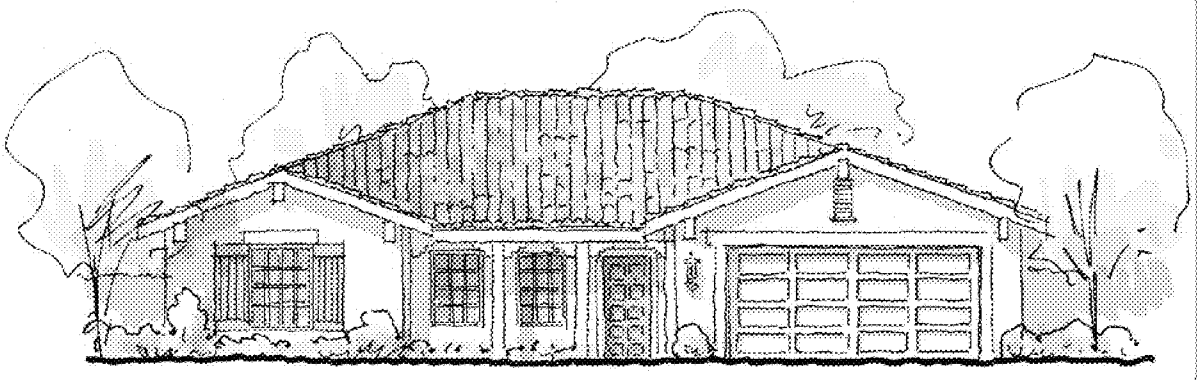

Hacienda

Spanish

Santa Barbara

TRADITIONAL

The Traditional style evolved in the early twentieth century exemplified by classic "Americana" or colonial influences. This style is quite adaptable to its surroundings and fits well within a style diverse street scene. Warm and comfortable, its simplicity of form and structure promotes a true sense of Americana.

- Horizontal and/or vertical massing
- Roofs can be hipped and/or gabled with steeper pitches
- Flat tile roof
- Typical brick application at base
- Horizontal siding and/or stucco
- Usable front porch with substantial wood posts atop a base with wood railing/pickets
- Gable vent or accent window detail
- Shutters also common to this style

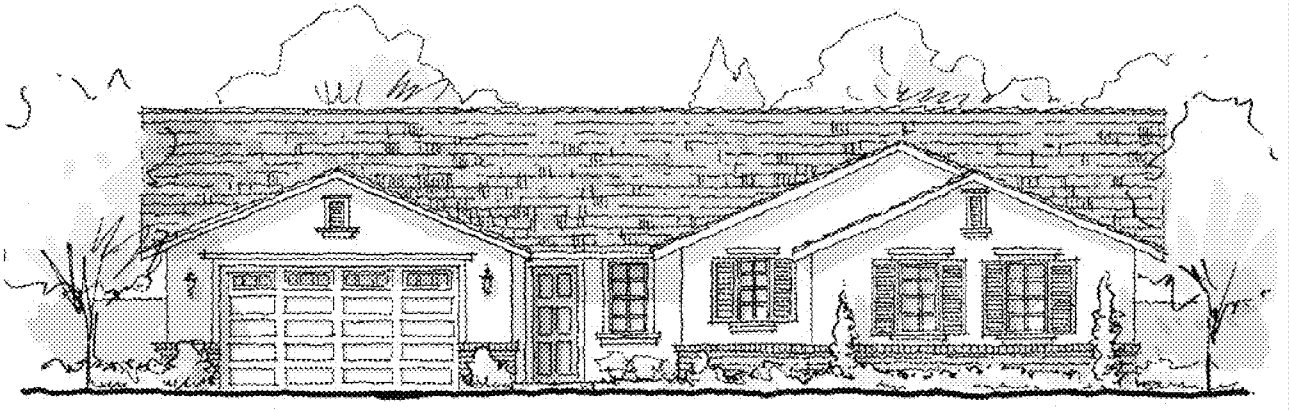

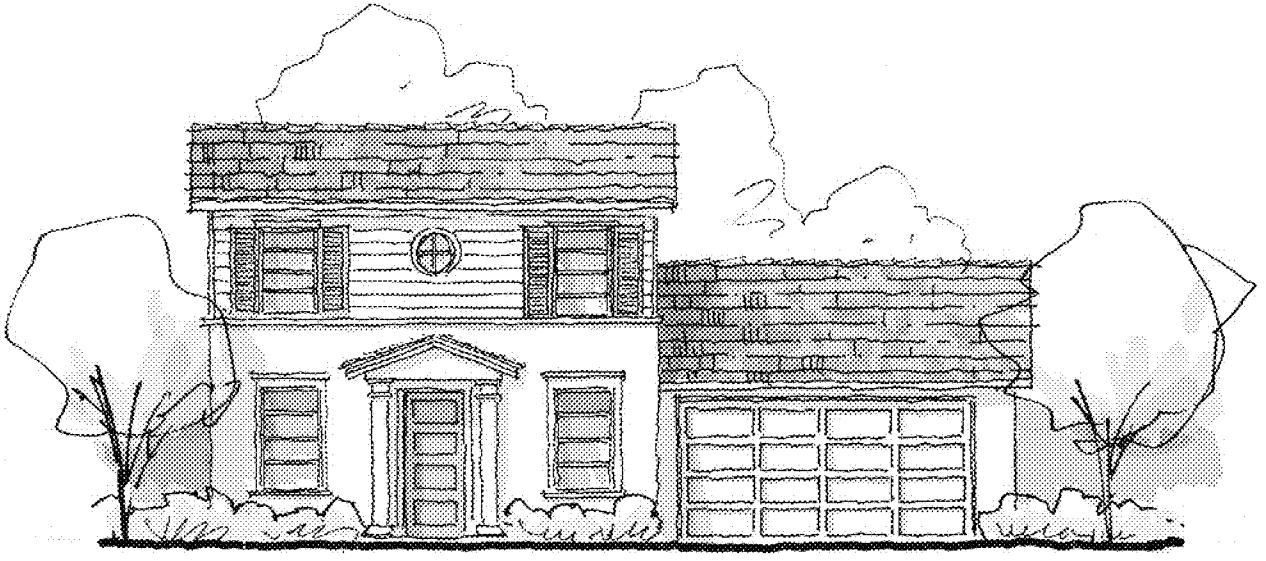

Regency Revival

a. Variation Requirements

The variation requirements below have been determined by fixing the maximum average frequency of a given house at 2.0 times per development. The frequency equals the number of lots in a planning area divided by the number of required house combinations. These variation requirements, along with the mix requirements, will ensure development of an architecturally diverse community.

Summary of Variation Requirements						
Number of Lots	Floor Plans	Elevation Styles	Color Schemes	Reverse Versions	House Combos	Maximum Frequency
145 - 180	5	4	2	2	80	2.0x

If the project is split into two or more planning areas, Summary of Variation Requirements for revised number of lots will meet or exceed City of Moreno Valley Municipal Code Section 9.16.130 Table B which applies to all projects in the City.

The table should be regarded as a minimum so, for instance, an extra color scheme may not be substituted for a floor plan. Likewise, reverse versions of each floor plan must be provided.

b. Mix Requirements

Where 4 or more floor plans are required, a single floor plan may not be plotted with less than a 15% or more than a 25% frequency.

c. Colors and Materials

A variety of colors and textures of building materials is required. Building materials and colors are not only important elements in maintaining a specific architectural style, they are also important in providing a varied street design. Material breaks, transitions and termination should produce complementary and clear definitions of separation while maintaining a prescribed color and materials theme. This is especially important in changing from stucco and/or siding to masonry veneers.

4. Landscape Design

The landscape and planting design provides the identity for the Cactus Avenue community that is sustainable over time. The design meets the City of Moreno Valley's updated Landscape Standards (refer to Figure 1-6 Preliminary Landscape Plan). The plant palette chosen for the Cactus Avenue community is appropriate to the site climate while providing color and seasonal change (refer to Figure 1-7 Plant Palette).

5. Community Walls and Fencing

The visible Cactus Avenue community walls include a six-foot high decorative block wall with pilasters. A concrete colored cap will also be provided. Along Brodiaea Avenue, a white three-rail vinyl fence per City standards will be provided parallel to the 12-foot wide multi-use trail. Quincy Channel will include a 16-foot wide trail bordered on both sides by a white, three rail vinyl fence and a three-cable fence per Riverside County Flood Control District (RCFCD) standards (refer to Figure 1-8 Preliminary Wall/Fence Plan). Tubular steel fencing will be provided adjacent to water quality basins per City of Moreno Valley Standards (refer to Figure 1-8 Preliminary Wall/Fence Plan).

The walls and fencing shall meet the following requirements as shown on Figure 1-9 Preliminary Wall/Fence Details.

a. Block Walls

1. All block walls will be decorative block wall or an approved alternative. This includes perimeter and private areas.
2. Colored concrete caps will be used at wall tops.
3. Perimeter wall pilasters will match decorative block material and color.
4. Retaining walls will match decorative block wall conditions.

b. Trail Fencing

1. The trail fencing will be per City standards.

c. Interior Fencing

1. The interior privacy fencing will be tan vinyl for both interior property line and fence return conditions.
2. All interior fencing height will vary but will be no lower than six feet high.
3. Gates will constructed of tan vinyl to match the fence.

6. Streetscape

a. Brodiaea Avenue

A 28-foot wide open space area will be provided adjacent to Brodiaea Avenue (refer to Figure 1-10 Brodiaea Avenue Streetscape and Figure 1-11 Brodiaea Avenue Pedestrian Connections and Plant Palette). The open space area includes the following amenities:

Brodiaea Avenue East of Quincy Channel

1. Sixteen-foot wide landscaped parkway provided with trees and layered landscape adjacent to the street.
2. Twelve-foot wide multi-use trail protected by a three-rail fence on one side and the community wall covered with Boston Ivy vines on the other side.
3. Three ADA pedestrian connections are provided from the residential cul-de-sacs to Brodiaea Avenue.
4. See Figure 1-12 Brodiaea Avenue Section East of Quincy Channel.

Brodiaea Avenue West of Quincy Channel

1. Curb adjacent 6-foot wide sidewalk.
2. Twenty-one and half-foot wide landscaped area with trees and layered shrubs between the sidewalk and the community wall covered with Boston Ivy vines.
3. See Figure 1-13 Brodiaea Avenue Section West of Quincy Channel.

Brodiaea Avenue open space areas will be maintained by the City of Moreno Valley with the exception of the sidewalk at the three pedestrian connections which will be maintained by the HOA.

b. Cactus Avenue

A 22-foot wide open space area will be provided adjacent to Cactus Avenue (refer to Figure 1-14 Cactus Avenue Streetscape and Water Quality Basin). The open space area includes the following amenities:

1. Eight-foot wide landscape parkway adjacent to the street with street trees.
2. Six-foot wide sidewalks.
3. Minimum 10-foot wide landscaped area (flat or slope) featuring accent plants, low shrub groundcover, and trees (refer to Figure 1-15 Cactus Avenue Plan Palette).

4. Two fully landscaped Water Quality Basins provide open space and comply with the CACTUS AVENUE Water Quality Management Plan.
5. Entry monument features at Lots 33 and 158 on Cactus Avenue feature decorative stone pilasters, stone seatwall, arbors and surrounding landscape (refer to Figure 1-16 Cactus Avenue Corner Entry).
6. Refer to Figures 1-17 and 1-18 Cactus Avenue Parkway Sections.

Cactus Avenue open space areas will be maintained by the City of Moreno Valley with the exception of the entry monuments which will be maintained by the HOA.

7. COMMUNITY TRAIL

The Quincy Trail is the featured amenity for the CACTUS AVENUE Community (refer to Figure 1-19 Quincy Channel Trail, Par Course and Streetscape). A 28- to 30-foot wide open space area has been provided adjacent to the west side of Quincy Channel that includes the following amenities (refer to Figure 1-20 Quincy Channel Plant Palette):

1. 16-foot wide, fenced, multi-use trail that connects to the trail along Brodiaea Avenue (refer to Figure 1-21 Quincy Channel Trail Section).
2. Six exercise (par course) stations are interspersed along the trail area using FitCore structures such as balance beam, pull up bars, parallel bars, and jump touch bars.
3. Concrete benches are located at each exercise station.
4. Three walkways provide connections between the multi-use trail and A street.
5. Parking bays are conveniently located along A Street adjacent to Quincy Trail.
6. Refer to Figure 1-22 Quincy Channel Par Course Elements.

Quincy Trail will be maintained by the City of Moreno Valley.

Figure 1-6 - Preliminary Landscape Plan

TREES:

BOTANICAL NAME	COMMON NAME
FRAXINUS OXYCARPUS 'RAYWOOD'	RAYWOOD ASH
GLEDITSIA TRIACANTHOS 'SUNBURST'	HONEY LOCUST
PLATANUS ACERIFOLIA 'BLOODGOOD'	LONDON PLANE
PISTACHIA CHINENSIS	CHINESE PISTACHE
CHITALPA TASHKENTENSIS 'PINK DAWN'	PINK CHITALPA
CHITALPA TASHKENTENSIS 'MORNING CLOUD'	WHITE CHITALPA
KOELREUTERIA BIPINNATA	CHINESE FLAME TREE
LIQUIDAMBAR STYRACIFLUA 'PALO ALTO'	AMERICAN SWEET GUM
ALBIZIA JULIBRISSIN	SILK TREE
RHUS LANCEA	AFRICAN SUMAC
GEIJERA PARVIFLORA	AUSTRALIAN WILLOW
CERCIS CANADENSIS OR ERIOBOTRYA DEFLEXA	EASTERN REDBUD OR BRONZE LOQUAT
LAGERSTROEMIA INDICA 'TUSKEGEE'	CREPE MYRTLE (PINK)
PYRUS CALLERYANA 'ARISTOCRAT'	ARISTOCRAT FLOWERING PEAR
PINUS HALEPENSIS	ALEPPO PINE
POPULUS FREMONTII	WESTERN COTTONWOOD

Figure 1-7 Plant Palette

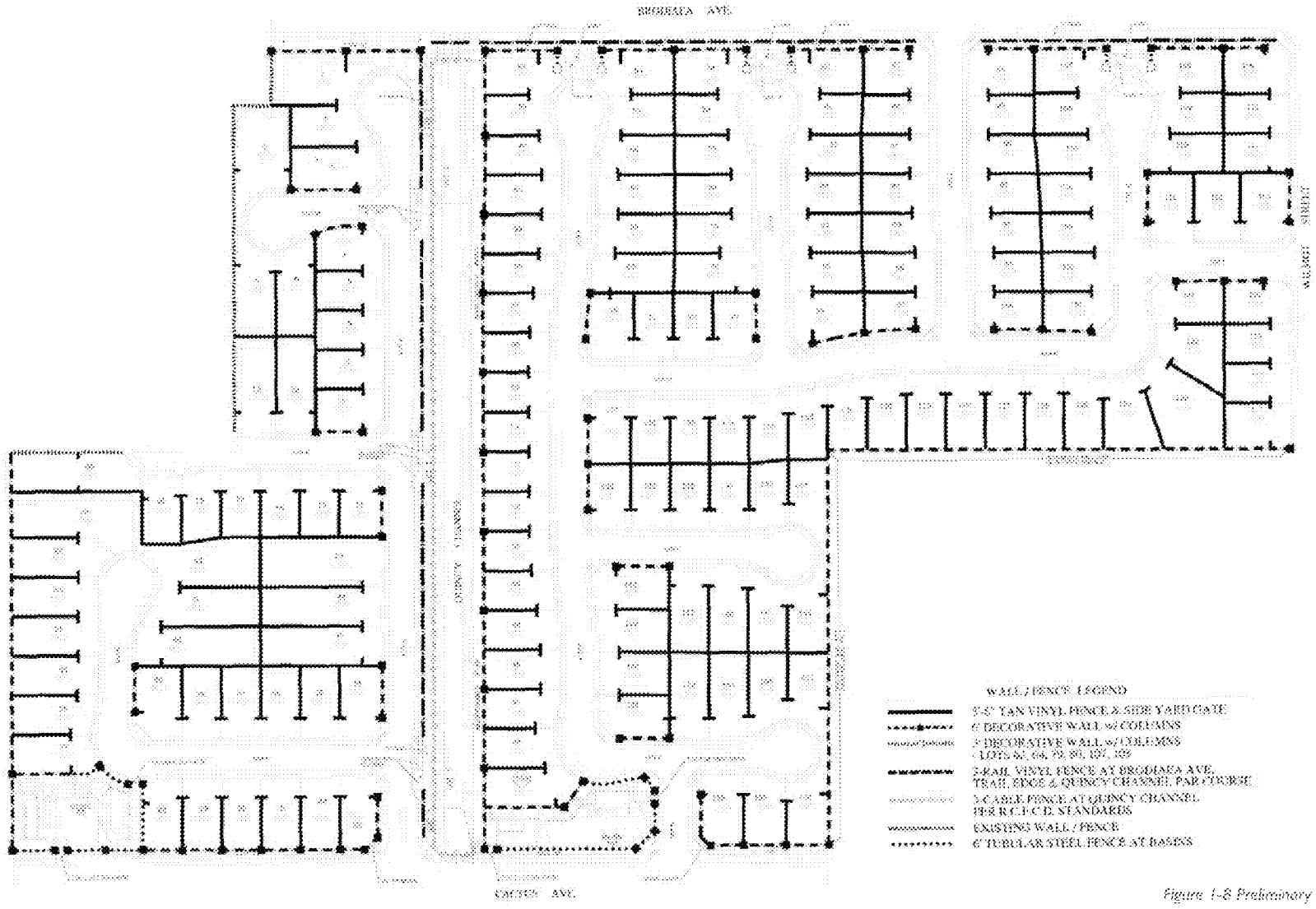

Figure 1-8 Preliminary Wall/Fence Plan

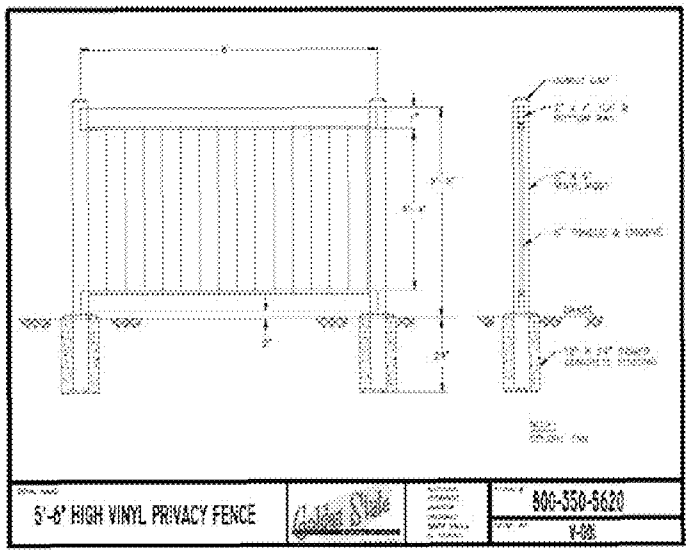

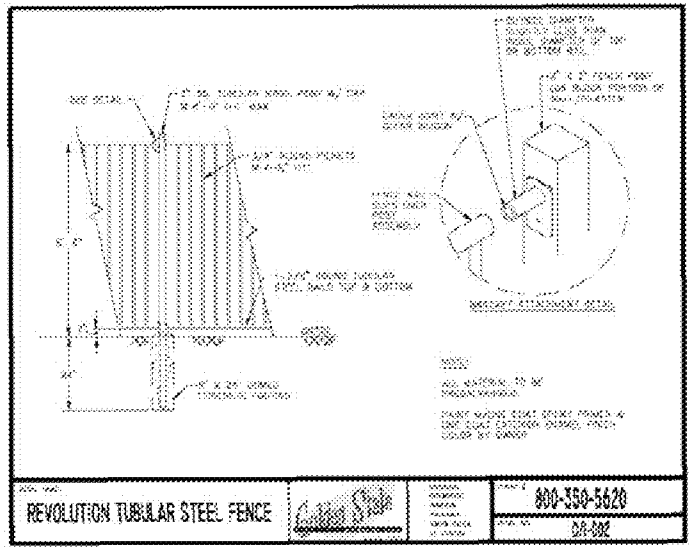

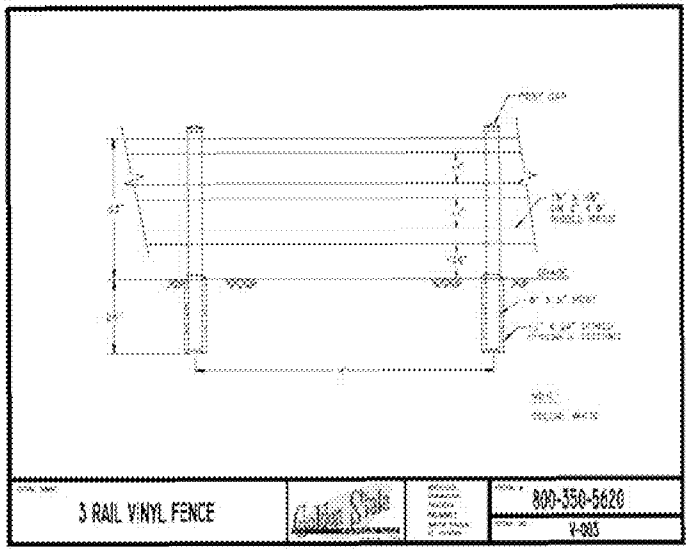

Figure 1-9 Preliminary Wall/Fence Details

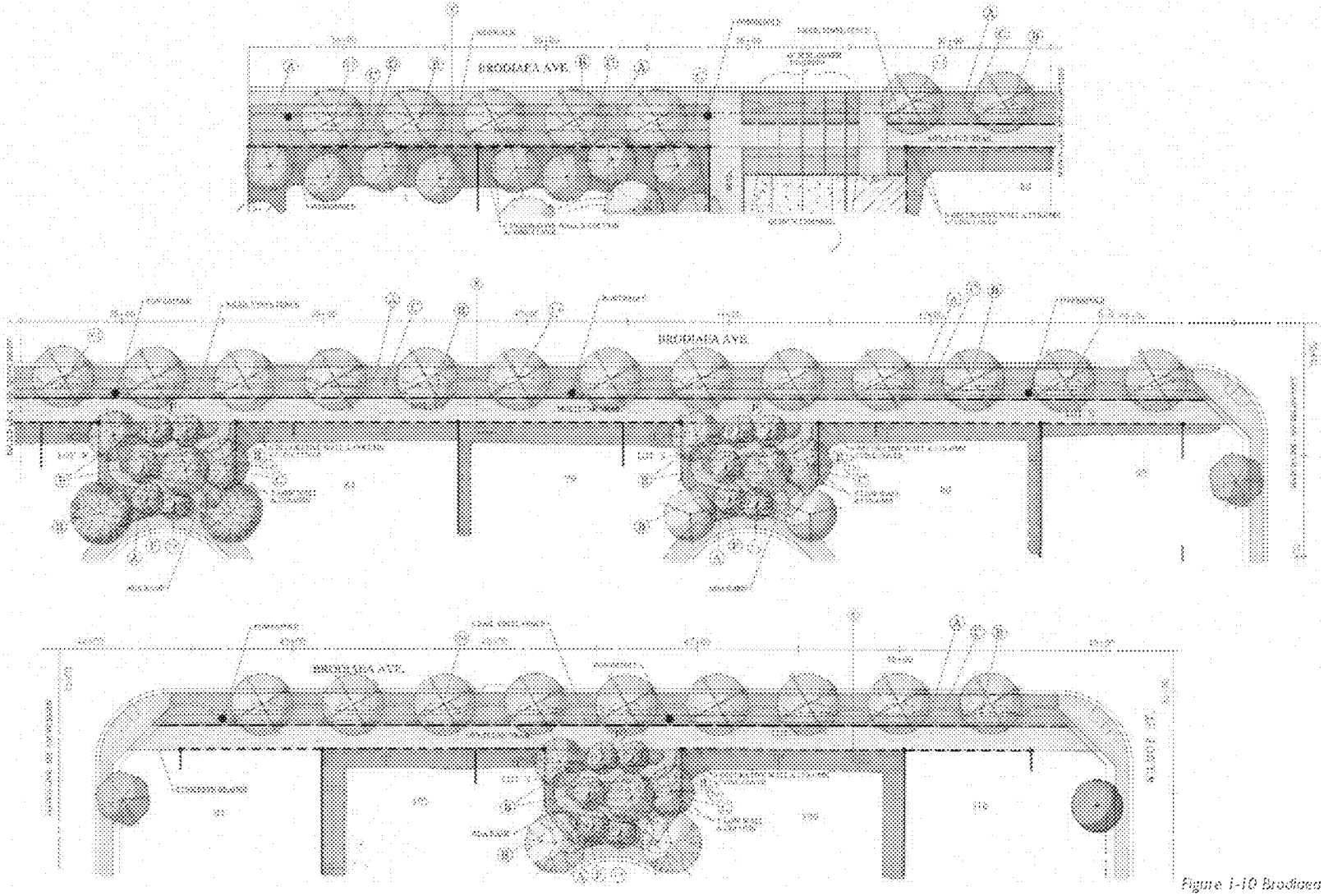

Figure 1-10 Brodiaea Avenue Streetscape

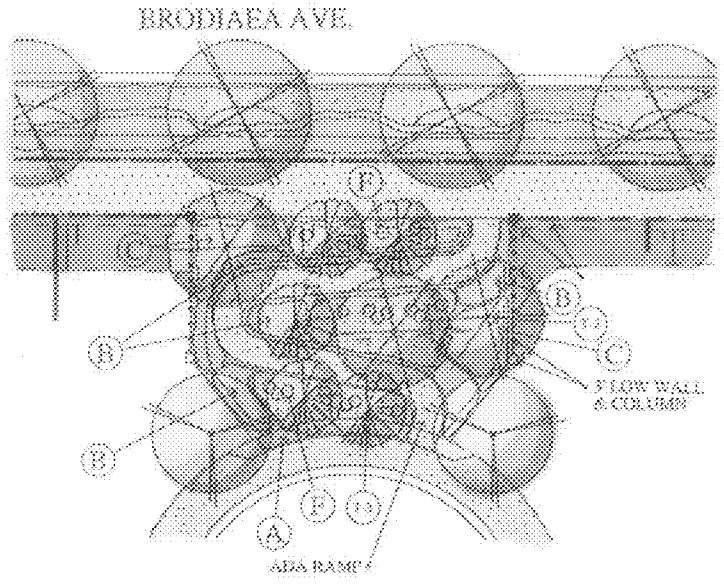

BRODIAEA AVE. PLANT PALETTE

TREES

T-1	ALBIZIA JULIBRISSIN	SILK TREE	36" BOX STD.
T-2	CERCIS PARVIFLORA	ARIZONA REDBUD	15 GAL. STD.
T-3	CERCIS OCCIDENTALIS	WESTERN REDBUD	15 GAL. STD.

A. LOW SHRUBS (GROUND COVER 12" - 18" H) 1 GAL. & 5 GAL. SPACING

ATRIPLEX PAUCIFOLIA	QUAIL BUSH
ROSMARINUS OFFICINALIS PROSTRATUS	PROSTRATE ROSEMARY
HYPERICUM CALYCINUM	AARON'S BEARD
COTONEASTER DAMMERI 'LOWFAST'	BEARBERRY COTONEASTER

B. BACKGROUND ACCENT PLANTS 5 GAL. & 15" SPACING

HEMEROCALLIS HYBRID	DAYLILY
MORAEA BICOLOR	FORTNIGHT LILY
AGAPANTHUS AFRICANUS	LILY OF THE NILE

C. INTERMEDIATE SHRUBS 5 GAL. & 36" SPACING

CALLISTEMON VIMINALIS 'LITTLE JOHN'	DWARF BOTTLEBRUSH
RAPHIOLEPIS INDICA SPP.	INDIAN HAWTHORN
MYRTUS COMMUNIS COMPACTA	DWARF MYRTLE
ESCALLONIA 'LOS ALTOS'	ESCALLONIA
CISTUS SPP.	ROCKROSE
LAVANDULA ENGLISH	ENGLISH LAVENDER

D. LOW BROADLEAF EVERGREEN SHRUBS 5 GAL. & 36" SPACING

NANDINA DOMESTICA 'NANA' 'GULF STREAM'	JAPANESE HEAVENLY BAMBOO

E. GROUND COVER SHRUBS (TYPICAL 12" H) 1 GAL.

GAZANIA SPP.	GAZANIA
VERBENA SPP.	VERBENA
ARTEMISIA DRACUNCULUS	RED APPLE

F. ACCENT STRAP LEAF OR GRASSY SHRUBS

PHORMIUM TENAX SPP.	NEW ZEALAND FLAX
PENNISETUM CLEMENTIM	FOUNTAIN GRASS
MUHLENBERGIA SPP.	MUHLY GRASS
ACORUS SPP.	SEDGE
ACORUS SPP.	SWEET FLAG

G. BACKGROUND SHRUBS 5 GAL. & 36" SPACING

ANIGOZANTHOS FLAVIDUS COMPACTA	BLOOD KANGAROO
LEUCADENDRON TINKERBELL	WAX LEAF PINCUSHION
ESCALLONIA 'FRADESII'	PINK ESCALLONIA
WESTRINGIA FRUTICOSA 'MUNDI'	AUSTRALIAN ROSEMARY
VIBURNUM TINUS 'SPIRAEA' 'SPIRAEA'	VIBURNUM

H. VINES (BANK & HEDGE COVER)

PARTHENOCISSUS TRICUSPIDATA	BOSTON IVY

Figure 1-11 Brodiaea Avenue Pedestrian Connections and Plant Palette

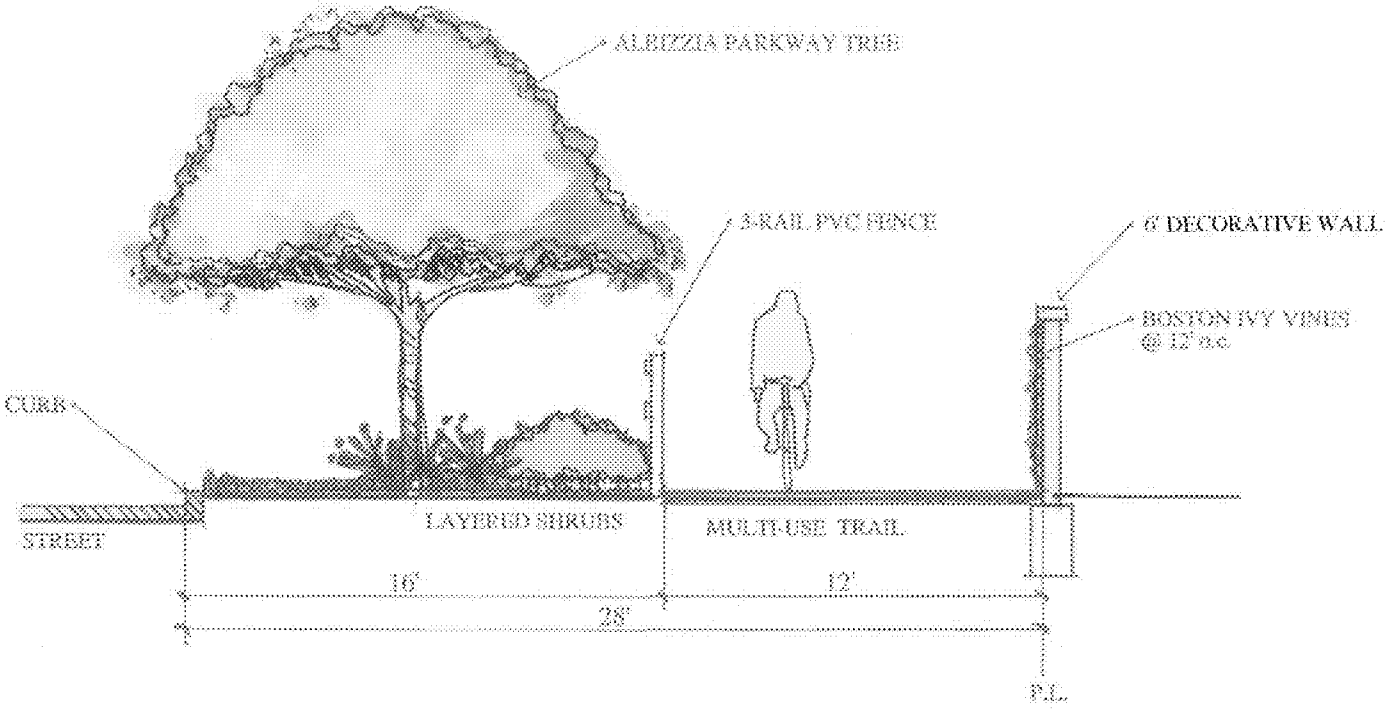

Figure 1-12 Bradlaca Avenue Section East of Quincy Channel

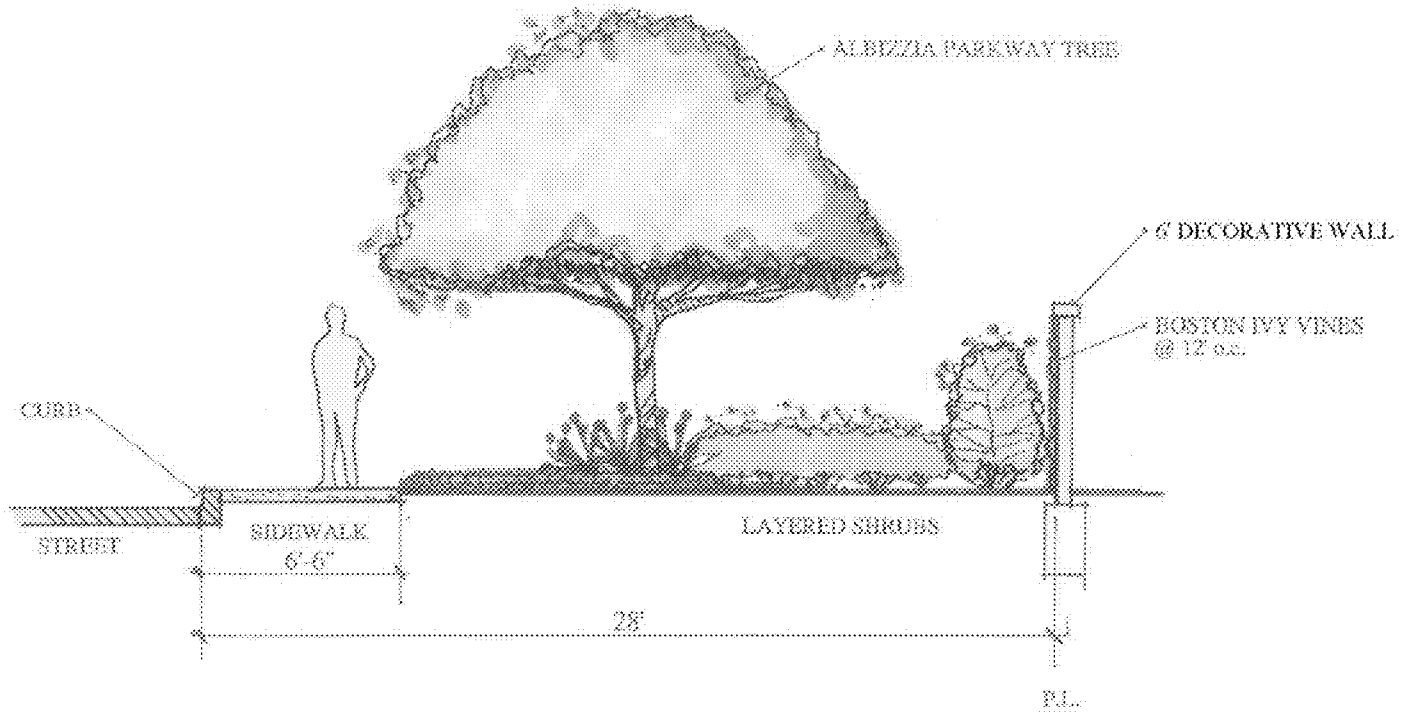

Figure 1-13 Brodiaea Avenue Section West of Quincy Channel

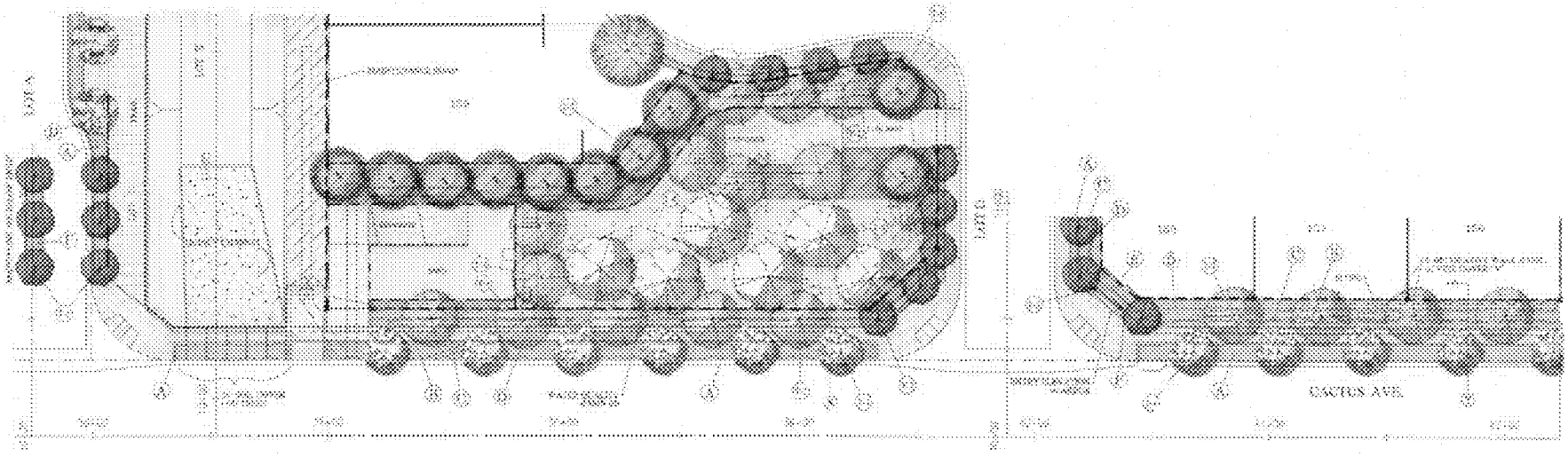

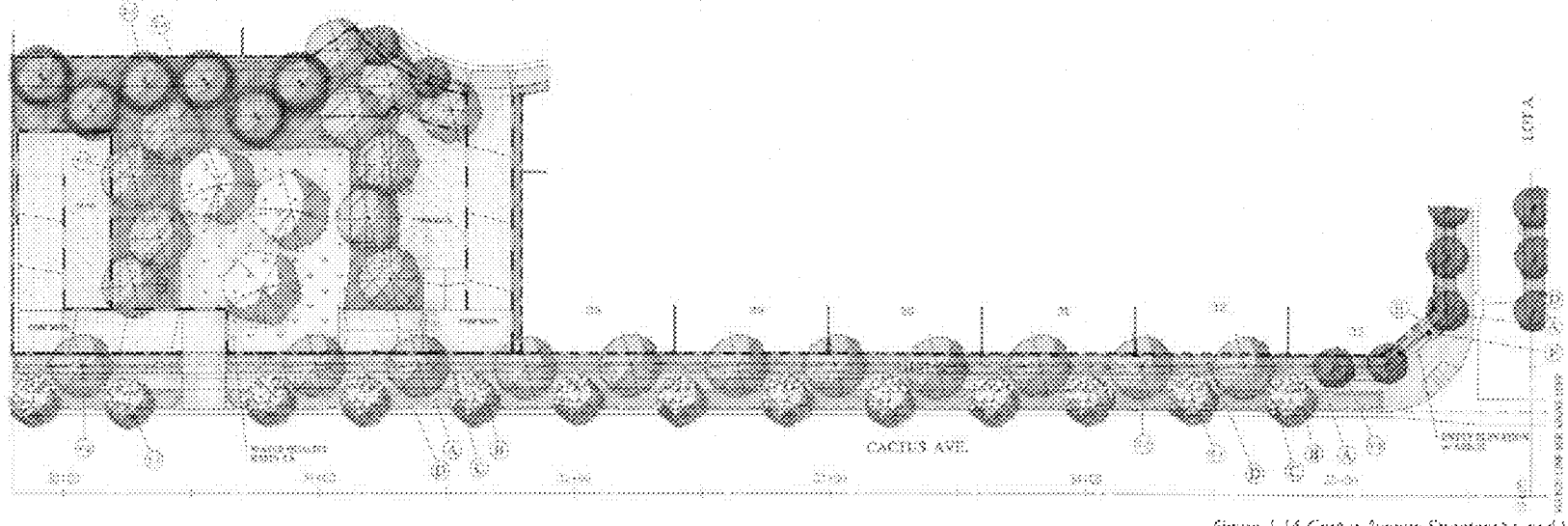

Figure 1-14 Cactus Avenue Streetscape and Water Quality Basin

CACTUS AVE. STREETSCAPE PLANT PALETTE

TREES

T-1	RHUS LANCEA	AFRICAN SUMAC	24" BOX STD.
T-2	GEIJERA PARVIFOLIA	AUSTRALIAN WILLOW	24" BOX STD.
T-3	CERCIS CANADENSIS	EASTERN REDBUD	24" BOX STD.
	SIDEROXYLA DEFLEXA	BRONZE LOQUAT	24" BOX STD.
T-4	PYRUS FREMONTII	OSTOWOOD	15 GALLON
T-5	PINUS HALEPENSIS	ALEPPO PINE	15 GAL.

A. LOW SHRUB GROUND COVER (6" - 18" HT. 1 GAL & 36" O.C.)

MYOPORUM PARVIFOLIUM	MYOPORUM
ROSMARINUS OFF. PROSTRATUS	DWARF ROSEMARY
HYPERICUM CALYCINUM	AARONS BEARD
COTONEASTER DAMMERI 'LOWFAST'	BEARBERRY COTONEASTER

B. FLOWERING ACCENT PLANTS (1 GAL & 24" 36" O.C.)

HEMEROCALLIS HYBRIDS	DAYLILY
MORAEA BRUNOR	FORTNIGHT LILY
AGAPANTHUS AFRICANUS	LILY OF THE NILE

C. INTERMEDIATE SHRUBS (5 GAL & 36"-48" O.C.)

CALLISTEMON VIMINALIS 'LITTLE JOHN'	DWARF BOTTLEBRUSH
RAPHIOLEPIS INDICA SP.	INDIAN HAWTHORN
MYRTUS COMMUNIS COMPACTA	DWARF MYRTLE
ESCALLONIA 'LOS NILES'	ESCALLONIA
CISTUS SPP.	ROCKROSE
LAVANDULA ANGUSTIFOLIA	ENGLISH LAVENDER

D. BACKGROUND SHRUBS 5' HT. (5 GAL & 4-5' O.C.)

XYLOSMA CONGESTUM COMPACTA	SHINY XYLOSMA
LIGUSTRUM TEXANUM	WAX LEAF PRIVET
ESCALLONIA FRADESI	PINK ESCALLONIA
WESTRINGIA ROSMARINIFORMIS	AUSTRALIAN ROSEMARY
VIBURNUM TINUS 'SPRING BOUQUET'	VIBURNUM

E. ENTRY CORNER BACKGROUND SHRUBS 7' HT. (5 GAL & 5-6' O.C.)

LEPTOSPERMUM SCOPARIUM 'RUBY GLOW'	RED FLOWERING TEA TREE
NANDINA DOMESTICA	HEAVENLY BAMBOO
PITTOSPORUM TOBIRA	PITTOSPORUM
GREVILLEA NOELLII	NOELLII

F. FLOWERING INTERMEDIATE SHRUB (5 GAL & 36"-48" O.C.)

SALVIA GREGII	AUTUMN SAGE
ROSA 'CARPET ROSE'	ROSE
LAVANDULA STOECHAS STYLO QUASI'	LAVENDER

V. VINES (5 GAL & 36" O.C.)

PARTHENOCISSUS TRICUSPIDATA	BOSTON IVY

PLANT PALETTE/WATER QUALITY BASINS "AA" & "BB"

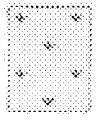

BASIN BOTTOM (HYDROSEED MIX):

PLANTAGO OVATA	PLANTAGO
LEYMUS CONDENSATUS	GIANT WILD RYE
MIMULUS AURANTIACUS	STICKY MONKEY FLOWER
LOTUS SCOPARIUS	DEERWEED
LUPINUS BICOLOR	LUPINE
NASSELLA LEPIDA	FOOTHILL NEEDLEGRASS
ERIOPHYLLUM CONFERTIFLORUM	GOLDEN YARROW
GNAPHALIUM CALIFORNICUM	CALIFORNIA EVERLASTING

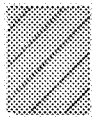

BASIN SLOPES:

HYDROSEED MIX:

ARTEMISIA CALIFORNICA	CALIFORNIA SAGEBRUSH
ERIOGONUM FASCICULATUM	CALIFORNIA BUCKWHEAT
SALVIA APIANA	WHITE SAGE
SALVIA MELLIFERA	BLACK SAGE
LOTUS SCOPARIUS	DEERWEED
NASSELLA LEPIDA	FOOTHILL NEEDLEGRASS
GNAPHALIUM CALIFORNICUM	CALIFORNIA EVERLASTING

SHRUBS:

ROSMARINUS OFF. PROSTRATA	TRAILING ROSEMARY
BACCHARIS SPP.	COYOTE BUSH
CISTUS SPP.	ROCKROSE
LANTANA SPP.	LANTANA
GREVILLEA NOELLII	NOELLII
COTONEASTER SPP.	COTONEASTER
SALVIA SPP.	SAGE
XYLOSMA CONGESTUM COMPACTA	SHINY XYLOSMA
SLEAGNUS PUNGENS 'FRUITLANDII'	SILVER BERRY
LEUCOPHYLLUM SPP.	TEXAS SAGE
RHUS OVATA	SUGAR BUSH

Figure 1-15 Cactus Avenue Plan Palette

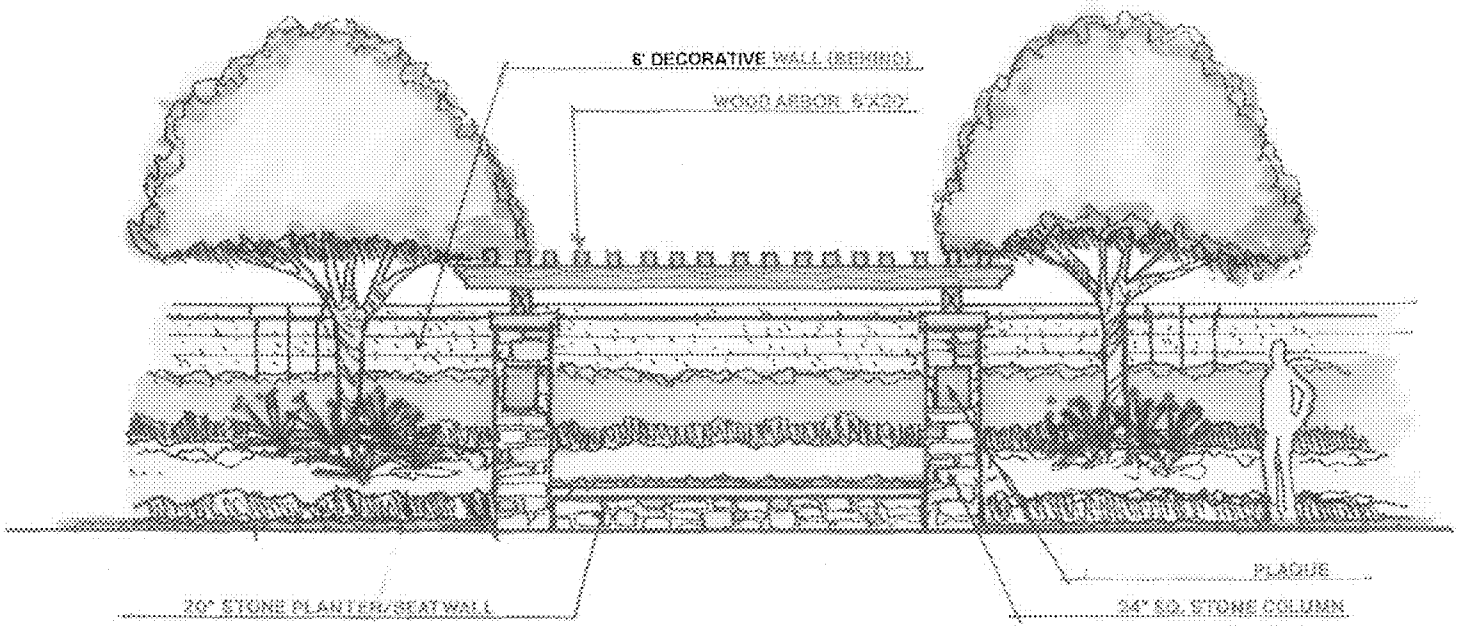

Figure 1-16 Cactus Avenue Corner Entry

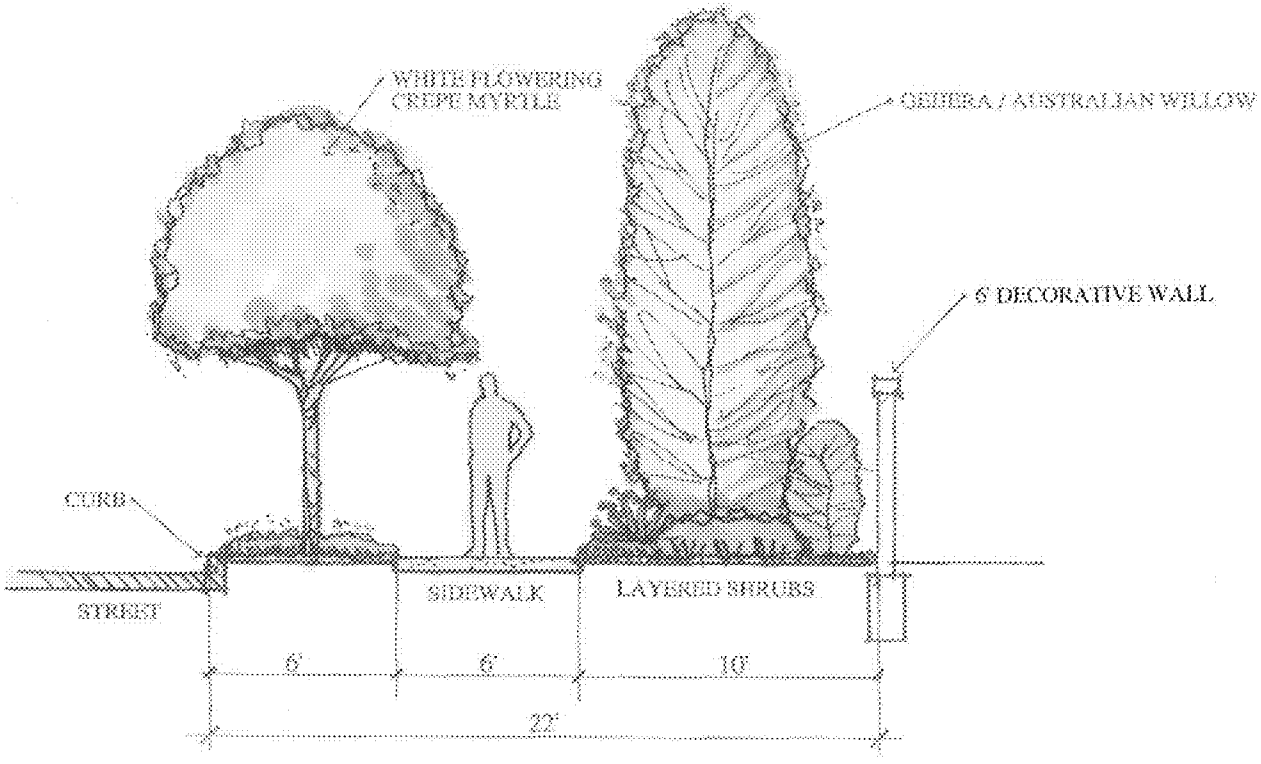

Figure 1-17 Cactus Avenue Street Section

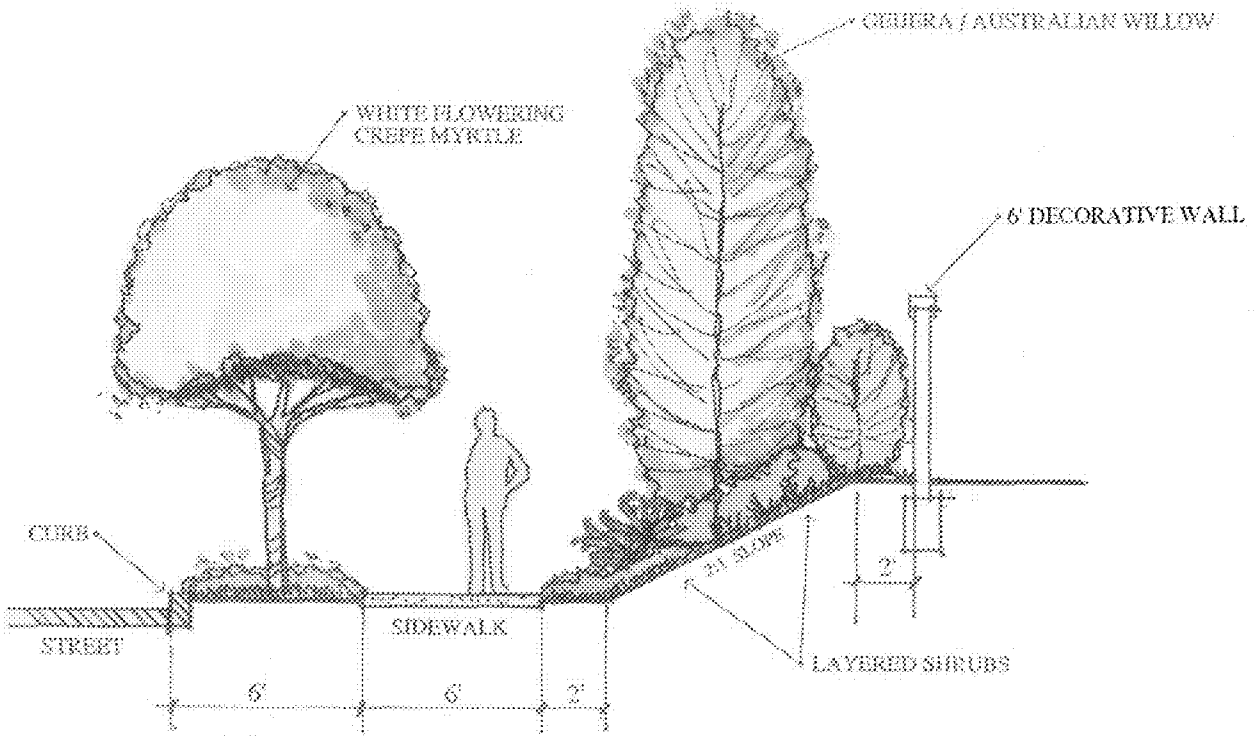

Figure 1-18 Cactus Avenue Street Section with Slope

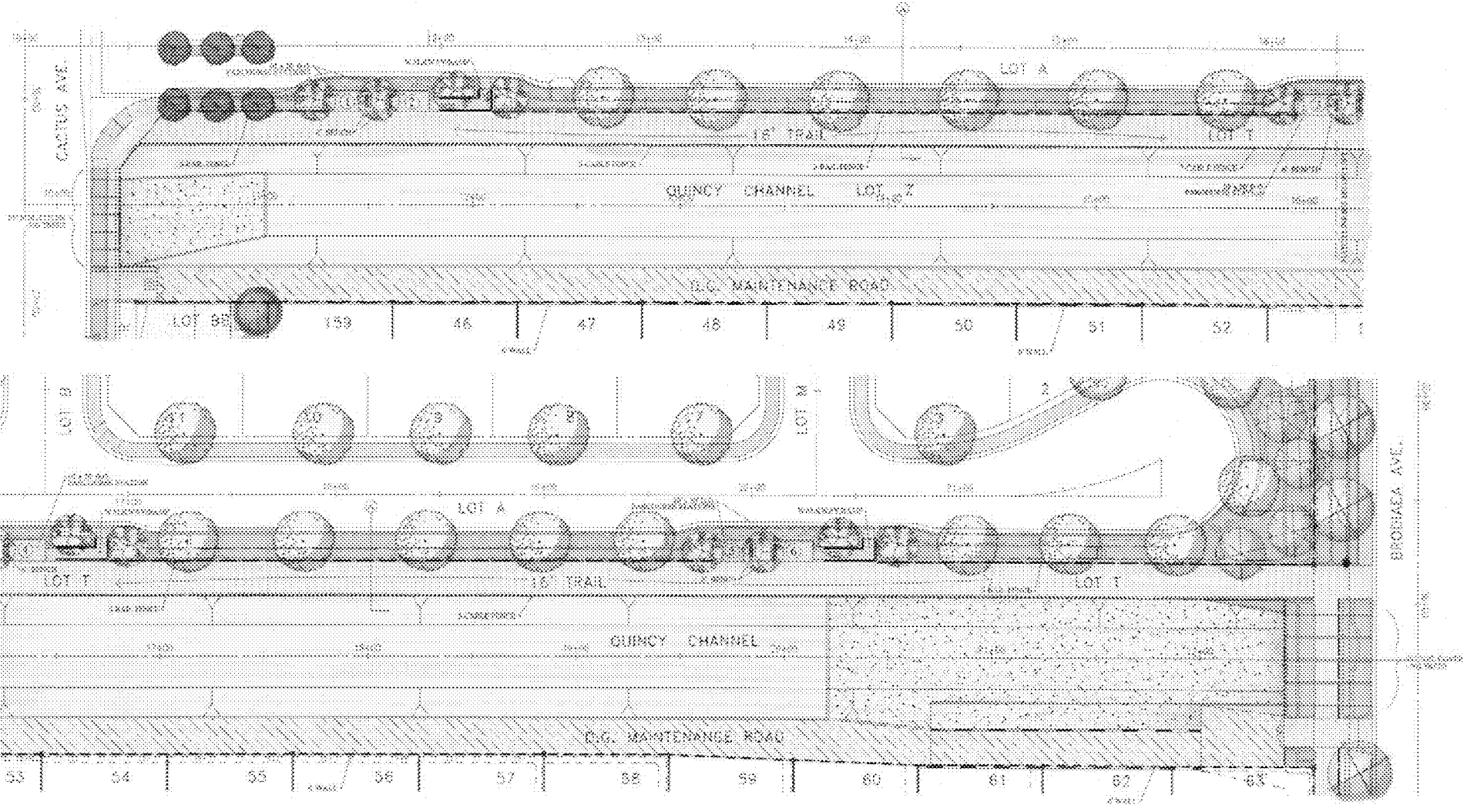

Figure 1-19 Quincy Channel Trail, Par Course and Streetscape

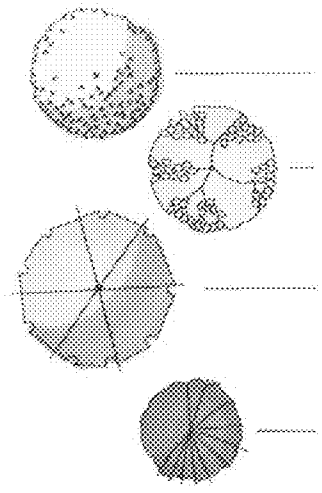

TREES

	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS
T - 1	PLATANUS ACERIFOLIA	LONDON PLANE	24" BOX	M
T - 2	LAGERSTROEMIA INDICA 'PINK'	CRAPE MYRTLE	24" BOX	M
T - 3	GREVIRA PARVIFLORA	AUSTRALIAN WILLOW	15 gal	M
T - 4	CERCIS CANADENSIS	EASTERN REDBUD	24" BOX	M
	OR			
	ERIOBOTRYA DEFLEXA	BRONZE LOQUAT	24" BOX	M

PLANTING PALETTE:

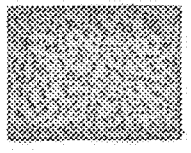

BOTANICAL NAME	COMMON NAME	SIZE / SPACING
ROSMARINUS O. PROST. 'HUNTINGTON BLUE'	ROSEMARY	1 GALLON @ 30" O.C.
LANTANA MONTEVIDENSIS 'GOLD'	N. C. N.	1 GALLON @ 36" O.C.
CALLISTEMON VIMINALIS 'LITTLE JOHN'	DWARF CALLISTEMON	5 GALLON @ 42" O.C.
RHAPHIOLEPIS INDICA 'CLARA'	INDIAN HAWTHORN	5 GALLON @ 42" O.C.
SALVIA GREGGII	AUTUMN SAGE	5 GALLON @ 36" O.C.
HEMEROCALLIS HYBRIDA 'YELLOW'	DAYLILY	1 GALLON @ 24" O.C.
XYLOSMA CONGESTUM 'COMPACTA'	DWARF XYLOSMA	5 GALLON @ 5' O.C.
GREVILLEA NOELII	PINK GREVILLEA	5 GALLON @ 4' O.C.
CISTUS COBARIENSIS	WHITE ROCKROSE	5 GALLON @ 4' O.C.
CISTUS LADANIFER MACULATUS	CRIMSON SPOT ROCKROSE	5 GALLON @ 42" O.C.
MYOPORUM PARVIFOLIUM	N. C. N.	Rooted Cuttings @ 18" O.C.

Figure 1-20 Quincy Channel Plant Palette

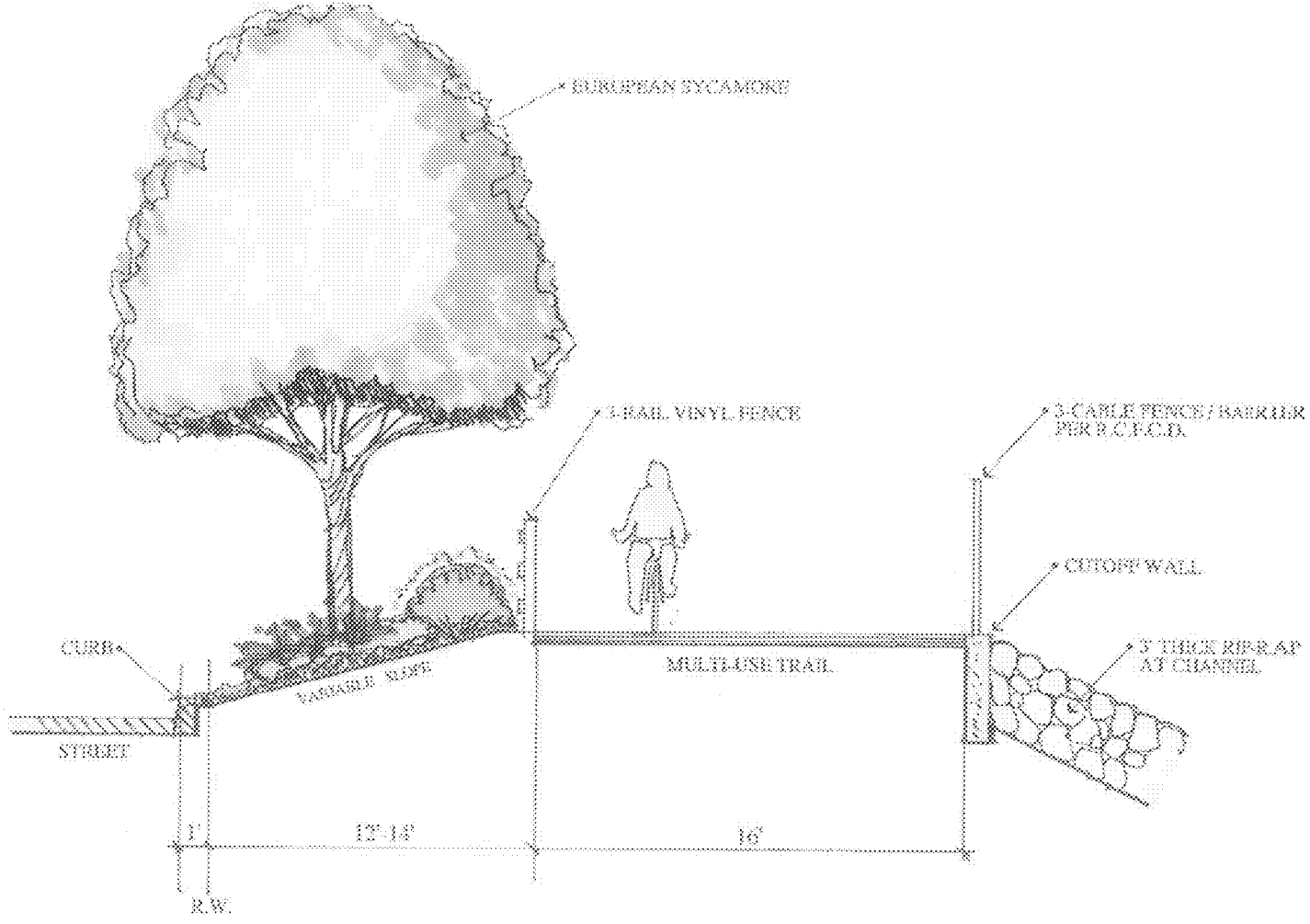

Figure 1-21 Quincy Channel Trail Section

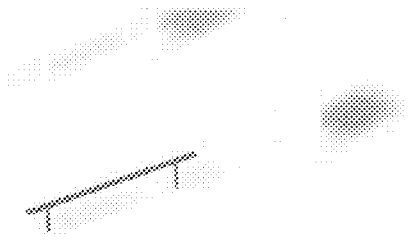

1 "FIT CORE" STATION 1
NO SCALE
BALANCE BEAM

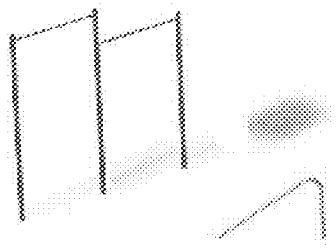

2 "FIT CORE" STATION 2
NO SCALE
PULL UP BARS

3 "FIT CORE" STATION 3
NO SCALE
BEAM RUN

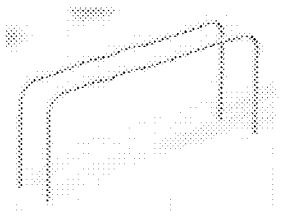

4 "FIT CORE" STATION 4
NO SCALE
PARALLEL BARS

5 "FIT CORE" STATION 5
NO SCALE
SIT UPS

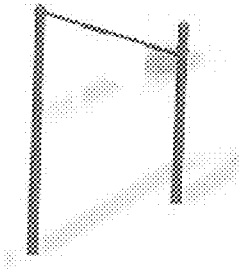

6 "FIT CORE" STATION 6
NO SCALE
JUMP - TOUCH

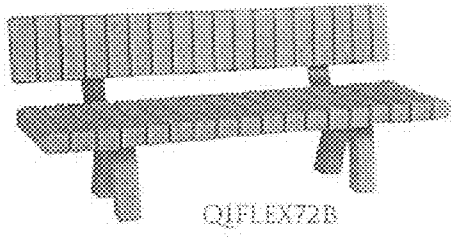

QUFLEX72B

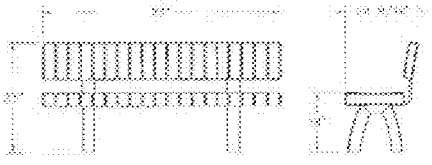

6 CONCRETE BENCH @ "FIT CORE" STATIONS
NO SCALE
MODEL: QUFLEX72B or QUALICO 8.5' LG

Figure 1-22 Quincy Channel Par Course Elements

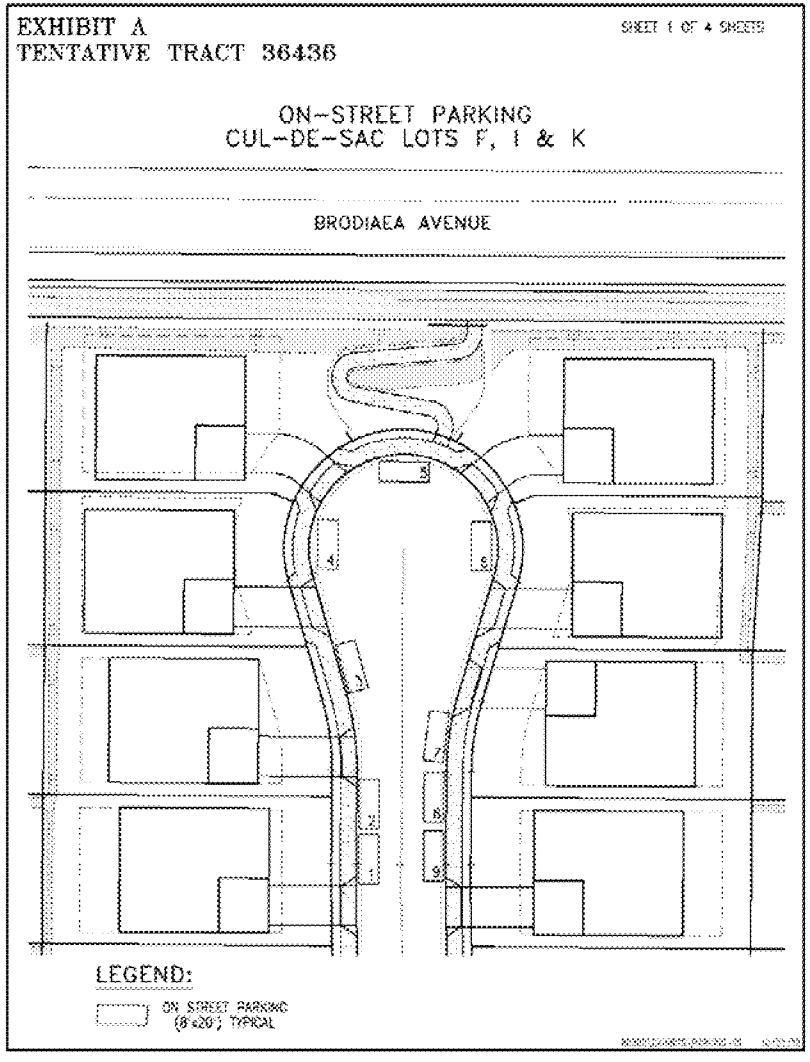

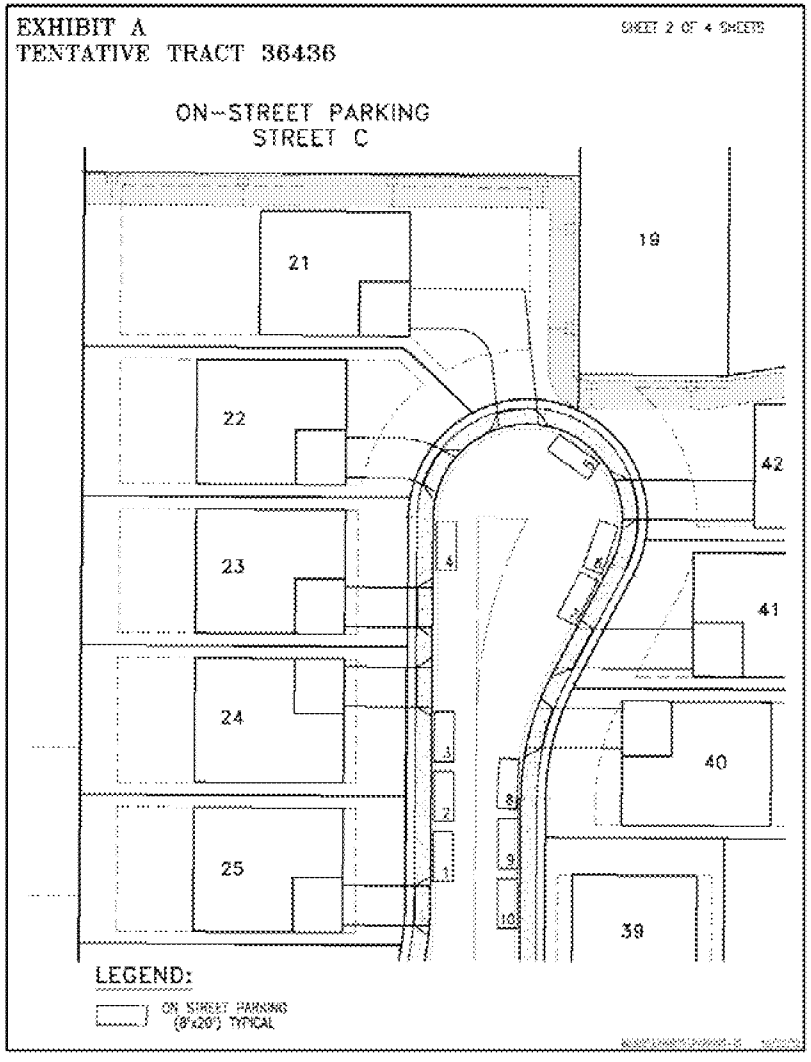

Figure 1-23a Cul-de-sac Knuckle On-street Parking

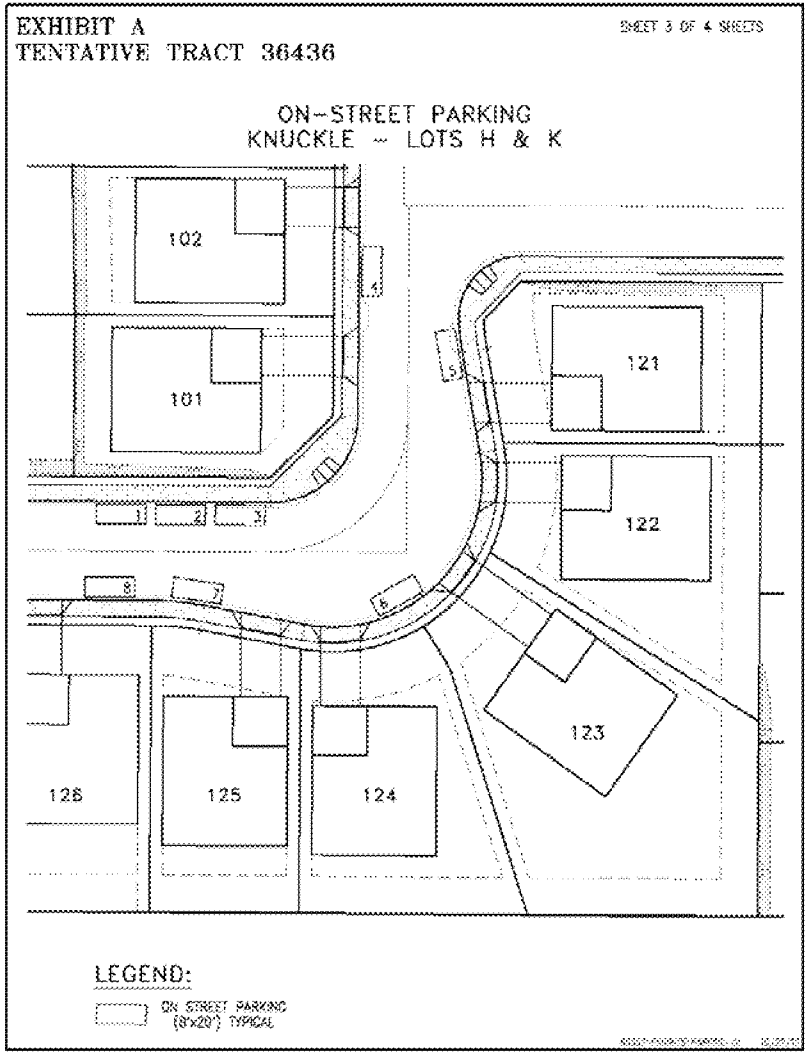

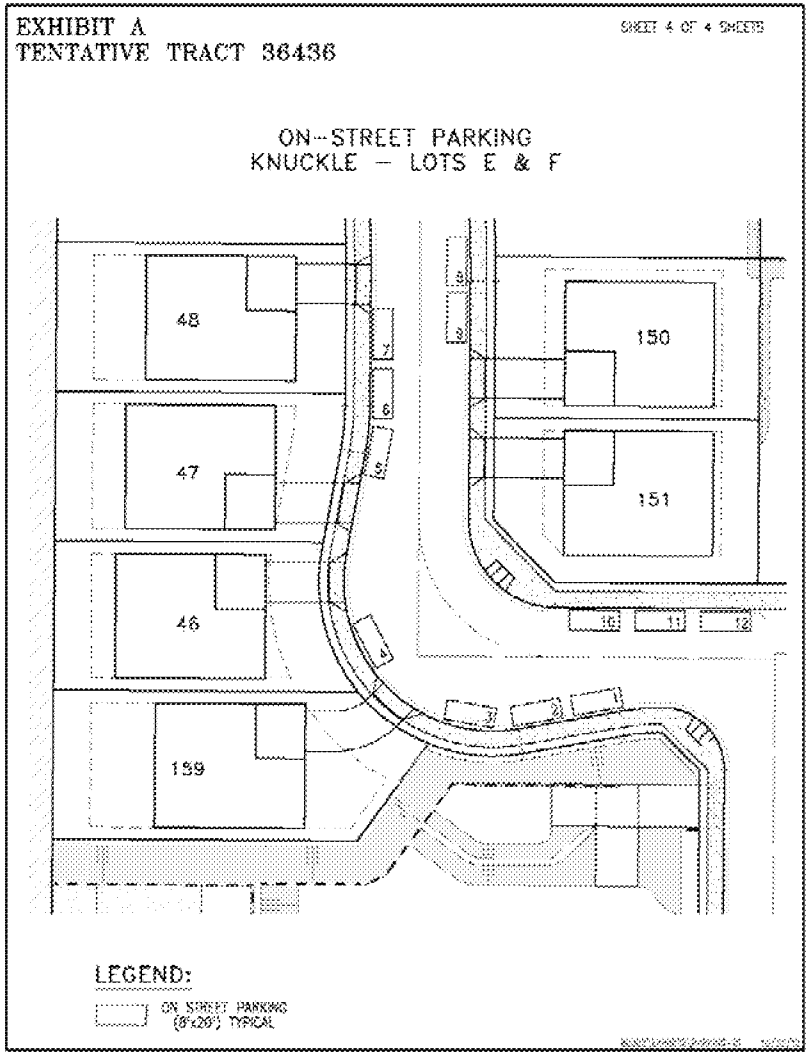

Figure 1-23a Cul-de-sac Knuckle On-street Parking

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MV00201999

CITY OF MORENO VALLEY
MITIGATION MONITORING PROGRAM
PA12-0004, PA12-0005,

Impact	Mitigation Measure	Implementation Timing	Designated Monitor	Method of Varification	Compliance
Air Quality	**MM AIR 1**: MM AQ1 Compliance with SCAQMD's Rule 403: The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.	1. Prior to approval of grading plan (verify notes on plans) 2. During construction	1. Planning 2. Applicant, contractor, Land Development Inspector	1. Grading plan sign-off. 2. Pre-construction meeting, site inspections	
Biological	**BIO-1** Pursuant to Objective 6 of the MSHCP species-specific objectives for the burrowing owl, a qualified biologist shall conduct pre-construction presence/absence surveys for burrowing owl within 30 days prior to any disturbance of the site. If owls are detected onsite, a qualified biologist shall relocate the owls from the site following accepted protocols. Owl relocation shall occur between September 15th and February 1st to avoid the nesting season. The take of active nest is not allowed by the MSHCP, and is prohibited by the MBTA and California Fish and Game Code.	1. Prior to approval of grading plan and within 30 days of site disturbance.	1.Planning	1. Grading plan sign-off	

	BIO-2 Any vegetation clearing and ground disturbance should be conducted outside of the nesting season (February 1st through September 15th). If avoidance of the nesting season is not feasible, then a qualified biologist shall conduct a nesting bird survey within 3 days prior to any disturbance of the site. If active nests are identified, the biologist shall establish suitable buffers around the nest, and the buffers shall be avoided until the nests are no longer occupied and the juvenile birds can survive independently from the nests.	1. Prior to approval of grading plan	1.Planning	1.Grading plan sign-off	
	BIO-3 The Project shall mitigate permanent impacts to 0.48 acre of Corps jurisdiction, 0.57 acre of permanent impacts to Regional Board jurisdiction, and 1.04 acre of permanent impacts to CDFG jurisdiction through acquisition of credits at a minimum 1:1 ratio from an approved mitigation bank, such as the Santa Ana River Mitigation Bank, and/or in-lieu fee program, such as the Santa Ana Watershed Association (SAWA) In-Lieu Fee Program, or another environmentally sensitive entity such as the Riverside-Corona Resource Conservation District or the Inland Empire Resource Conservation District within the Santa Ana River Watershed, which includes the San Jacinto River Watershed. Implementation of Mitigation Measure BIO-3 will reduce potential impacts to jurisdictional waters to a less than significant level in compliance with CEQA. The project will be required to pay SKR and MSHCP mitigation fees.	1. Prior to approval of grading plan (verify notes on plans) 2. Prior to grading or any disturbance of the site.	1. Planning 2. Planning	1.Grading plan sign-off 2.Documentation from CDFG.	
Cultural	**CUL 1 Prior to the issuance of a grading permit, the Project Applicant shall provide evidence to the City of Moreno Valley that a Cultural Resources Monitoring Agreement has been**	1. Prior to grading permit issuance.	1.Applicant, Contractor 2. Planning 3. Tribal Monitor.	1. Letter from Archaeologist 2. Letter from Tribal Monitor	

	secured for a qualified Tribal representative and that a professional archaeological monitor has been retained by the Applicant to conduct monitoring of all mass grading and trenching activities and has the authority to halt and redirect earthmoving activities in the event that suspected archeological resources are unearthed during Project construction.		4. Project Archaeologist.		
	<u>CUL 2</u> Prior to the issuance of a grading permit, the Applicant shall provide evidence to the City of Moreno Valley that appropriate Native American representative(s), Project Archaeologist and the Tribal representative shall be allowed to monitor and have received a minimum of 30 days advance notice of all mass grading and trenching activities. During grading and trenching operations, the Tribal representative and the project archaeological monitor shall observe all mass grading and trenching activities per the Cultural Resources Monitoring Agreement. If the Tribal representative suspects that an archaeological resource may have been unearthed, the monitor shall immediately halt and redirect grading operations in a 100-foot radius around the find to allow identification and evaluation of the suspected resource. In consultation with the appropriate Native American Tribe(s), the archaeological monitor shall evaluate the suspected resource and make a determination of significance pursuant to California Public Resources Code Section 21083.2.	1. Prior to grading permit issuance.	1. Planning 2. Applicant, Contractor 3. Tribal Monitor. 4. Project Archaeologist.	1. Applicant 2. Letter from Tribal Monitor. 3. Letter from project Archaeologist.	

	CUL 3 **If a significant archaeological resource(s) is discovered on the property, ground disturbing activities shall be suspended 100 feet around the resource(s). The archaeological monitor and a representative of the appropriate Native American Tribe(s), the Project Applicant, and the City Planning Division shall confer regarding mitigation of the discovered resource(s). A treatment plan shall be prepared and implemented by the archaeologist to protect the identified archaeological resource(s) from damage and destruction. The landowner shall relinquish ownership of all archaeological artifacts that are of Native American origin found on the Project site to the culturally affiliated Native American tribe for proper treatment and disposition. A final report containing the significance and treatment findings shall be prepared by the archaeologist and submitted to the City Planning Division, the appropriate Native American tribe(s), and the Eastern Information Center at the University of California, Riverside. All cultural material collected during the grading monitoring program and from any previous**	1. During grading.	1.Archeologist 2. Tribal Representative 3. Applicant 4. Contractor	1. Archeologist 2. Contractor 3. Applicant 4. Tribal Rep 5. City Planning	

	archaeological studies or excavations on the project site shall be curated according to the current professional repository standards and may include the Pechanga Bands curatorial facility.				
	<u>CUL 4</u> Prior to grading permit issuance, the City shall verify that the following note is included on the Grading Plan: **"If any suspected archaeological resources are discovered during ground-disturbing activities and the archaeological monitor or Tribal representative are not present, the construction supervisor is obligated to halt work in a 100-foot radius around the find and call the project archaeologist and the Tribal representative to the site to assess the significance of the find."**	1. Prior to approval of grading plan (verify notes on plans) 2. Prior to grading or any disturbance of the site	1. Planning 2.Applicant 3. Engineer	1.Grading plan sign-off.	
	<u>CUL 5</u> Prior to grading permit issuance, the City shall verify that the following note is included on the Grading Plan: **"If any suspected paleontological resources are discovered during ground-disturbing activities, the construction**	1. Prior to approval of grading plan (verify notes on plans) 2. Prior to grading or any disturbance of	1. Planning 2.Applicant 3. Engineer	1.Grading plan sign-off.	

	supervisor is obligated to halt work in a 100-foot radius around the find and call a qualified paleontologist to the site to assess the significance of the find. A qualified paleontologist shall evaluate the suspected resource. If the paleontologist determines that the find is not unique, construction shall be permitted to proceed. However, if the paleontologist determines that further information is needed to evaluate significance, the City of Moreno Valley shall be notified and a treatment plan shall be prepared and implemented in consultation with the City to protect the identified paleontological resource(s) from damage and destruction."	the site			
	<u>CUL 6</u> If human remains are encountered, California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the Riverside County Coroner has made the necessary findings as to origin. Further, pursuant to California Public Resources Code Section 5097.98(b), remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made	1. During grading.	1.Archeologist 2. Contractor 3. Applicant	On-site monitoring. 1. Archeologist 2. Tribal Rep 3. Contractor 4. Applicant	

	by the Coroner. If the Riverside County Coroner determines the remains to be Native American, the California Native American Heritage Commission must be contacted within 24 hours. The Native American Heritage Commission must then immediately notify the "most likely descendants" of receiving notification of the discovery. The most likely descendants shall then make recommendations within 48 hours, and engage in consultations concerning the treatment of the remains as provided in Public Resources Code §5097.98.				

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MV00202007

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: May 14, 2013

TITLE: A JOINT PUBLIC HEARING TO APPROVE AN AFFORDABLE HOUSING AGREEMENT WITH HABITAT FOR HUMANITY

RECOMMENDED ACTION

Recommendations: That the City Council and Housing Authority:

1. Conduct a Joint Public Hearing pursuant to the California Community Redevelopment Law (California Health and Safety Code, Section 33000 et seq.) at which it will hear and consider information concerning the transfer of title of Assessor's Parcels 481-250-002 and 481-250-003 and the Affordable Housing Agreement by and between the City of Moreno Valley, the Moreno Valley Housing Authority, and Habitat for Humanity Riverside.

2. Adopt Resolution 2013-31, and Resolution HA 2013-02, approving an Affordable Housing Agreement between the City of Moreno Valley, the Moreno Valley Housing Authority, and Habitat for Humanity Riverside, Inc. for the conveyance and development of land, making certain findings, and approving the use of funds.

BACKGROUND

In 2008, the federal government approved legislation that provided Community Development Block Grant (CDBG) funding through the Department of Housing & Urban Development (HUD) to local governments to address the foreclosure crisis experienced across the nation. The program was known as the Neighborhood Stabilization Program (NSP 1) and Moreno Valley received an allocation of $11.3 million to stabilize neighborhoods with a high percent of foreclosures, homes in default, and homes financed by sub-prime or high-risk mortgages. In 2010, the Wall Street Reform and Consumer Protection Act of 2010 (the Dodd-Frank Act) allocated additional NSP

assistance. This additional allocation represented the third round of NSP funding and is referred to as NSP 3. Moreno Valley received an allocation of $3.6 million in NSP 3 Grant funds.

One of the conditions of acceptance of these grants was to meet a low-income requirement which is HUD's mandate to expend at least 25% of NSP funds for beneficiaries with household income at or below 50% AMI. To adhere to this affordability requirement, Moreno Valley worked with Mary Erickson Community Housing to acquire two foreclosed apartment buildings with NSP funds for rehabilitation and leasing. Both of these projects were recently completed and are fully occupied.

To further use NSP funding, as well as adhere to low income affordability requirements, the City has been discussing a new affordable housing project with Habitat for Humanity. The City has enjoyed a successful partnership with a local Habitat for Humanity chapter – Habitat for Humanity Riverside. Habitat for Humanity is a respected international non-profit housing organization, which assists low and very low-income families to attain homeownership and better living conditions. The Habitat approach is community-based and relies on local residents and businesses for materials and labor to build modest homes. Families are selected to acquire the homes based on income and need - those living in the worst housing conditions are given priority. Habitat provides counseling to the families relative to the benefits and responsibilities of homeownership starting with their selection and continuing after move-in. Families must also invest a minimum of five hundred hours of labor in the development of their home.

Since Habitat for Humanity Riverside (HFHR) has already contracted and completed 11 homes in Moreno Valley since 1988 that have served the targeted population of low income families, City staff asked HFHR for a proposal to address the conditions specified in the NSP Grant. As a result of that request, the City and HFHR have drafted the attached Affordable Housing Agreement that requires the approval of both the City Council and the Housing Authority.

DISCUSSION

The proposed project includes the development, construction, and sale of 8 single family homes to qualified low-income families by HFHR on a parcel of land currently owned by the Moreno Valley Housing Authority. The property was originally acquired with redevelopment funding and then moved to the City's Housing Authority as part of the demise of the City's Redevelopment Agency. The City will provide funding for the all of the development and construction costs for the project using the NSP 1 and NSP 3 Grant proceeds. This project satisfies HUD's requirements of both grants. The Affordable Housing Agreement (Attachment A) outlines the terms and conditions of the project.

HFHR will subdivide to contiguous parcels of land (Assessor's Parcel Numbers 481-250-002 and 003) into residential lots. The land is currently owned by the Housing Authority and is specifically designated for the development of affordable housing. Using the NSP funding, HFHR will construct 8 single family homes and other necessary

improvements. Depending on funding availability, HFHR will have the option of developing 2 additional units as a second phase on the site. HFHR will then sell the homes to income qualified families who meet the purchase requirements established by HUD as a part of the NSP Grants. The homebuyers will be required to perform "sweat equity", attend homeownership classes, and repay a mortgage based upon their income.

The City and HFHR will share the proceeds of the repayment of the home mortgages. Each home will also be encumbered by a 45-year covenant to restrict the resale of the property to only income qualified buyers. This recorded restriction is also a requirement of the NSP Grants. The Affordable Housing Agreement and its associated documents provide legal protection of the affordability covenants and the NSP Grant Funds.

ALTERNATIVES

1. Conduct a joint public hearing and adopt Resolution 2013-31, approving an Affordable Housing Agreement for the conveyance and development of land making certain findings and approving the use of funds. *Staff recommends this alternative because it adheres to HUD's NSP requirements.*

2. Do not approve Resolution 2013-31, and the Affordable Housing Agreement for the conveyance and development of land. *Staff does not recommend this alternative. Failure to conduct the hearing and adopt the Resolution would jeopardize the funding obligations of the City's NSP Grants.*

FISCAL IMPACT

The Moreno Valley Housing Authority is providing the land and the City, through the Neighborhood Stabilization Program is providing the funding for this project. The land was purchased in 1994 by the former Redevelopment Agency (RDA) using funds designated for affordable housing. With the dissolution of the RDA, title to the property was transferred to the Moreno Valley Housing Authority for pursuing an affordable housing project.

The City is providing all of the funds for this project to develop, construct and sell 8 single family homes. The maximum funding for this project is $2.127 million in account numbers 2507-20-32-72701-733201 and 2507-20-32-72703-733201. **This project is being funded using funds designated for a specific purpose as set forth in the terms and conditions of the Neighborhood Stabilization Program Grant. There will be NO impact to the City's General Fund budget.**

SUMMARY

Habitat for Humanity, Riverside Inc. will develop and construct 8 single-family homes to be sold to qualified low income families. The City and the Housing Authority will assist this project by providing the land and funding of the cost to construct the homes. The completed homes will be sold to qualified low income purchasers. The homes will be encumbered by 45-year covenants to insure the continued affordability of the homes. The City and HFHR will share in the revenue from the mortgage payments from the homeowners.

NOTIFICATION

Notice of the joint public hearing concerning the transfer of title of Assessor's Parcels 481-250-002 and 481-250-003 and the Affordable Housing Agreement was published in a newspaper of general circulation in the City on April 30, 2013.

ATTACHMENTS

Attachment 1 - Proposed Resolution for City Council
Attachment 2 - Proposed Resolution for Housing Authority
Attachment 3 - Affordable Housing Agreement

Department Head:
Barry Foster
Community and Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY APPROVING AN AFFORDABLE HOUSING AGREEMENT BY AND AMONG THE HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, THE CITY OF MORENO VALLEY AND HABITAT FOR HUMANITY, RIVERSIDE, INC.

WHEREAS, the Housing Authority of the City of Moreno Valley ("Authority") is a housing authority duly established and operating as a local housing authority pursuant to the California Housing Authority Law, Chapter 1 of Part 2 of Division 24 of the California Health and Safety Code ("Housing Authority Law"); and

WHEREAS, the City of Moreno Valley ("City") previously established a redevelopment agency known as the Community Redevelopment Agency of the City of Moreno Valley (the "Redevelopment Agency"), which operated under the California Community Redevelopment Law, Chapter 1 of Part 1 of Title 24 of the California Health and Safety Code (the "Redevelopment Law"); and

WHEREAS, the Redevelopment Agency and all other redevelopment agencies in the State of California were dissolved pursuant to ABx1 26, as created by the California Legislature in 2011 (the "2011 Dissolution Enactment"). The dissolution of redevelopment agencies was further prescribed by AB 1484, Chapter 26 of Statutes of 2012 ("AB 1484" and, together with the 2011 Dissolution Enactment as amended by AB 1484, the "Redevelopment Dissolution Measure"); and

WHEREAS, under the Redevelopment Law, the Redevelopment Agency was required to and did devote certain revenues described at Section 33334.2 and 33334.3 of the California Health and Safety Code ("Housing Setaside Moneys") to activities for the acquisition of property, improvement to property, rehabilitation of properties and preservation of properties which are housing resources benefitting and restored to use by and available to households of limited income. As part of the Redevelopment Agency's activities using Housing Setaside Moneys, the Redevelopment Agency acquired that certain real property referred to herein as the "Site," consisting of approximately 1.36 acres, generally located at 24265 Myers Avenue and more particularly described in the "Map" (as defined in the draft Affordable Housing Agreement by and among the City, the Authority and Habitat for Humanity, Riverside, Inc., submitted herewith; the "Affordable Housing Agreement"); and

WHEREAS, the Site, which consists of land acquired solely with Housing Setaside Moneys, was transferred to the Authority by notice of: (i) action by the City designating the Authority as the housing successor entity pursuant to Section 34176 of the Redevelopment Dissolution Measure, and (ii) action by each of the successor agency to the Redevelopment Agency (the "Successor Agency") and the Oversight

Board to the Successor Agency as created pursuant to Section 34179.6 of the Redevelopment Dissolution Measure; and

WHEREAS, the Site remains subject to requirements that it be used for affordable housing purposes for households of limited income; and

WHEREAS, the City is the recipient of moneys from the federal government pursuant to the Neighborhood Stabilization Program ("NSP") enacted by the United States Congress as part of the Housing and Economic Recovery Act of 2008 (Pub. L. 110-289, approved July 30, 2008, sometimes referred to as "HERA" and the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Pub.L. 111-203, approved July 21, 2010, including regulations cited at 75 FR 64322) sometimes referred to as "NSP3"); and

WHEREAS, certain moneys made available to the City under NSP3 are required to be applied in a manner that benefits households of limited income. The City has determined that moneys made available to the City under NSP3 up to the "Maximum NSP3 amount" (as defined in Section 1.1 of the Affordable Housing Agreement) shall be used for the development of detached single-family houses to be sold to "Low Income Households" at a price which does not exceed "Affordable Housing Cost" (as such capitalized terms are defined in the Affordable Housing Agreement) all in accordance with the terms and conditions more particularly set forth in the Affordable Housing Agreement; and

WHEREAS, the Developer has proposed to undertake the development of eight (8) single-family houses (each a "House" and collectively, the "Houses") and together with the corresponding lot, each a "Homebuyer Property" (as further defined in the Affordable Housing Agreement) including use of self-help, "sweat equity" to be provided by prospective homebuyers, each of which shall be a households having an income of not in excess of eighty percent (80%) of area median income (each a "Low Income Household"); and

WHEREAS, the City agrees to loan moneys made available to the City under NSP3 up to the Maximum NSP3 Amount as more particularly set forth in the Affordable Housing Agreement; and

WHEREAS, in connection with each sale of a Homebuyer Property, there will be two loans administered by the City, a Homebuyer Senior Loan and a Homebuyer Junior Loan, as further described in the Homebuyer Loan Agreement; and

WHEREAS, the Authority's conveyance of the Site to the Developer and the Developer's construction and sale of the Houses on the Site, and the loan of NSP3 Moneys by the City to the Developer and subsequently to qualified Low Income homebuyers pursuant to the terms of this Agreement are in the vital and best interest of the Authority and the City and the health, safety and welfare of residents of the City.

WHEREAS, Article XXXIV of the State Constitution limits the authority of a city to approve a low rent housing project, but does not apply to restrict the development of dwelling units which will be offered for sale and which will not be rented; and

WHEREAS, the Project shall consist solely of for-sale dwelling units which shall be sold to household which are Low Income Households; and

WHEREAS, Section 34312.3 of the California Health and Safety Code provides, in part, that where a housing authority holds lands that are surplus to its needs, it may sell these to a nonprofit or other private developer for development of single-family homes where the development will provide for home ownership for persons and families of low or moderate income. Given the lack of a tax revenue stream following the dissolution of redevelopment agencies, the Site is surplus to the needs of the Housing Authority, and the proposal by the Developer will provide for single-family homes all of which will be available to Low Income Households; and

WHEREAS, the financial participation by the City under the Affordable Housing Agreement is in consideration of the particular uses required by the Affordable Housing Agreement to be conducted by Participant on the Site as well as the Participant's undertakings concerning the renovation, repair and operation of improvements for affordable rental housing; and

WHEREAS, a public meeting of the City Council and the Housing Authority on the proposed Affordable Housing Agreement was duly noticed; and

WHEREAS, the proposed Affordable Housing Agreement, and a staff report have been available for public inspection prior to the joint public meeting; and

WHEREAS, all actions required by all applicable law with respect to the proposed Affordable Housing Agreement have been taken in an appropriate and timely manner; and

WHEREAS, the City Council has duly considered all of the terms and conditions of the proposed Affordable Housing Agreement and believes that the renovation and rehabilitation of the Site pursuant to the Affordable Housing Agreement is in the best interests of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY DOES RESOLVE AS FOLLOWS:

Section 1. The City Council hereby finds that the use of funds from the former Redevelopment Agency's Low and Moderate Income Housing Fund, in the form of the Site (which was acquired solely with moneys from the former Redevelopment Agency's Low and Moderate Income Housing Fund), pursuant to the Affordable Housing Agreement will be of benefit to the Project Area for the reasons set forth above.

Section 2. The City Council finds and determines that the Project (as described in the Affordable Housing Agreement) is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution, and that the assistance to be provided pursuant to the Affordable Housing Agreement does not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution. The City Council further determines that this resolution shall constitute a final approval of a proposal which may result in housing assistance benefiting persons of low income, within the meaning of Health and Safety Code Section 36005 and that, for the purposes of such enactment, the construction of improvements is sufficiently complete that improvements thereon constitute existing units.

Section 3. The City Council finds and determines, and accepts the finding to like effect as made by the Housing Authority, that the Site is surplus to the needs of the Housing Authority within the meaning of Section 34312.3 of the California Health and Safety Code, and that such Site may be sold to a developer for development of single-family homes where the development will provide for home ownership for persons and families of low or moderate income.

Section 4. The City Council finds and determines, based upon substantial evidence provided in the record before it, that the level of support provided under the Affordable Housing Agreement is reasonable and necessary.

Section 5. The City Council hereby finds and determines that the Affordable Housing Agreement will further the achievement of the goals of the Redevelopment Plan and the achievement of the objectives pertaining to the use of moneys from the former Redevelopment Agency's Low and Moderate Income Housing Fund, as well as the goals and objectives of the Housing Authority, by providing for the construction of new, affordable housing subject to long-term covenants.

Section 6. The City Council hereby approves the Affordable Housing Agreement in substantially the form presented to the City Council, subject to such revisions as may be made by the City Manager or his designee. The City Manager is hereby authorized to execute the Affordable Housing Agreement (including without limitation all attachments thereto) on behalf of the City. A copy of the Affordable Housing Agreement when executed by the City shall be placed on file in the office of the City Clerk.

Section 7. The City Manager (or his designee) is hereby authorized, on behalf of the City, to make revisions to the Affordable Housing Agreement which do not increase any amounts to be paid by the City or which materially or substantially increase the City's obligations thereunder or materially or substantially change the uses or development permitted on the Site, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the Affordable Housing Agreement and to administer the City's obligations, responsibilities and duties to be performed under the Affordable Housing Agreement and related documents.

APPROVED AND ADOPTED this 14th day of May, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-31 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 14th day of May, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

RESOLUTION NO. HA 2013-02

A RESOLUTION OF THE MORENO VALLEY HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, CALIFORNIA APPROVING AN AFFORDABLE HOUSING AGREEMENT BY AND AMONG THE HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, THE CITY OF MORENO VALLEY AND HABITAT FOR HUMANITY, RIVERSIDE, INC.

WHEREAS, the Housing Authority of the City of Moreno Valley ("Authority") is a housing authority duly established and operating as a local housing authority pursuant to the California Housing Authority Law, Chapter 1 of Part 2 of Division 24 of the California Health and Safety Code ("Housing Authority Law"); and

WHEREAS, the City of Moreno Valley ("City") previously established a redevelopment agency known as the Community Redevelopment Agency of the City of Moreno Valley (the "Redevelopment Agency"), which operated under the California Community Redevelopment Law, Chapter 1 of Part 1 of Title 24 of the California Health and Safety Code (the "Redevelopment Law"); and

WHEREAS, the Redevelopment Agency and all other redevelopment agencies in the State of California were dissolved pursuant to ABx1 26, as created by the California Legislature in 2011 (the "2011 Dissolution Enactment"). The dissolution of redevelopment agencies was further prescribed by AB 1484, Chapter 26 of Statutes of 2012 ("AB 1484" and, together with the 2011 Dissolution Enactment as amended by AB 1484, the "Redevelopment Dissolution Measure"); and

WHEREAS, under the Redevelopment Law, the Redevelopment Agency was required to and did devote certain revenues described at Section 33334.2 and 33334.3 of the California Health and Safety Code ("Housing Setaside Moneys") to activities for the acquisition of property, improvement to property, rehabilitation of properties and preservation of properties which are housing resources benefitting and restored to use by and available to households of limited income. As part of the Redevelopment Agency's activities using Housing Setaside Moneys, the Redevelopment Agency acquired that certain real property referred to herein as the "Site," consisting of approximately 1.36 acres, generally located at 24265 Myers Avenue and more particularly described in the "Map" (as defined in the draft Affordable Housing Agreement by and among the City, the Authority and Habitat for Humanity, Riverside, Inc., submitted herewith; the "Affordable Housing Agreement"); and

WHEREAS, the Site, which consists of land acquired solely with Housing Setaside Moneys, was transferred to the Authority by notice of: (i) action by the City designating the Authority as the housing successor entity pursuant to Section 34176 of the Redevelopment Dissolution Measure, and (ii) action by each of the successor agency to the Redevelopment Agency (the "Successor Agency") and the Oversight

Board to the Successor Agency as created pursuant to Section 34179.6 of the Redevelopment Dissolution Measure; and

WHEREAS, the Site remains subject to requirements that it be used for affordable housing purposes for households of limited income; and

WHEREAS, the City is the recipient of moneys from the federal government pursuant to the Neighborhood Stabilization Program ("NSP") enacted by the United States Congress as part of the Housing and Economic Recovery Act of 2008 (Pub. L. 110-289, approved July 30, 2008, sometimes referred to as "HERA" and the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Pub.L. 111-203, approved July 21, 2010, including regulations cited at 75 FR 64322) sometimes referred to as "NSP3"); and

WHEREAS, certain moneys made available to the City under NSP3 are required to be applied in a manner that benefits households of limited income. The City has determined that moneys made available to the City under NSP3 up to the "Maximum NSP3 amount" (as defined in Section 1.1 of the Affordable Housing Agreement) shall be used for the development of detached single-family houses to be sold to "Low Income Households" at a price which does not exceed "Affordable Housing Cost" (as such capitalized terms are defined in the Affordable Housing Agreement) all in accordance with the terms and conditions more particularly set forth in the Affordable Housing Agreement; and

WHEREAS, the Developer has proposed to undertake the development of eight (8) single-family houses (each a "House" and collectively, the "Houses") and together with the corresponding lot, each a "Homebuyer Property" (as further defined in the Affordable Housing Agreement) including use of self-help, "sweat equity" to be provided by prospective homebuyers, each of which shall be a households having an income of not in excess of eighty percent (80%) of area median income (each a "Low Income Household"); and

WHEREAS, the City agrees to loan moneys made available to the City under NSP3 up to the Maximum NSP3 Amount as more particularly set forth in the Affordable Housing Agreement; and

WHEREAS, in connection with each sale of a Homebuyer Property, there will be two loans administered by the City, a Homebuyer Senior Loan and a Homebuyer Junior Loan, as further described in the Homebuyer Loan Agreement; and

WHEREAS, the Authority's conveyance of the Site to the Developer and the Developer's construction and sale of the Houses on the Site, and the loan of NSP3 Moneys by the City to the Developer and subsequently to qualified Low Income homebuyers pursuant to the terms of this Agreement are in the vital and best interest of the Authority and the City and the health, safety and welfare of residents of the City.

WHEREAS, Article XXXIV of the State Constitution limits the authority of a city to approve a low rent housing project, but does not apply to restrict the development of dwelling units which will be offered for sale and which will not be rented; and

WHEREAS, the Project shall consist solely of for-sale dwelling units to be sold to households which are Low Income Households; and

WHEREAS, Section 34312.3 of the California Health and Safety Code provides, in part, that where a housing authority holds lands that are surplus to its needs, it may sell these to a nonprofit or other private developer for development of single-family homes where the development will provide for home ownership for persons and families of low or moderate income. Given the lack of a tax revenue stream following the dissolution of redevelopment agencies, the Site is surplus to the needs of the Housing Authority, and the proposal by the Developer will provide for single-family homes all of which will be available to Low Income Households; and

WHEREAS, the financial participation by the City under the Affordable Housing Agreement is in consideration of the particular uses required by the Affordable Housing Agreement to be conducted by Participant on the Site as well as the Participant's undertakings concerning the renovation, repair and operation of improvements for affordable rental housing; and

WHEREAS, a public meeting of the City Council and the Housing Authority on the proposed Affordable Housing Agreement was duly noticed; and

WHEREAS, the proposed Affordable Housing Agreement, and a staff report have been available for public inspection prior to the joint public meeting; and

WHEREAS, all actions required by all applicable law with respect to the proposed Affordable Housing Agreement have been taken in an appropriate and timely manner; and

WHEREAS, the Housing Authority has duly considered all of the terms and conditions of the proposed Affordable Housing Agreement and believes that the renovation and rehabilitation of the Site pursuant to the Affordable Housing Agreement is in the best interests of the Housing Authority as well as the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY DOES RESOLVE AS FOLLOWS:

Section 1. The Housing Authority hereby finds that the use of funds from the former Redevelopment Agency's Low and Moderate Income Housing Fund, in the form of the Site (which was acquired solely with moneys from the former Redevelopment Agency's Low and Moderate Income Housing Fund), pursuant to the Affordable Housing Agreement will be of benefit to the Project Area for the reasons set forth above.

Section 2. The Housing Authority finds and determines that the Project (as described in the Affordable Housing Agreement) is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution, and that the assistance to be provided pursuant to the Affordable Housing Agreement does not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution. The Housing Authority further determines that this resolution shall constitute a final approval of a proposal which may result in housing assistance benefiting persons of low income, within the meaning of Health and Safety Code Section 36005 and that, for the purposes of such enactment, the construction of improvements is sufficiently complete that improvements thereon constitute existing units.

Section 3. The Housing Authority finds and determines that the Site is surplus to its needs within the meaning of Section 34312.3 of the California Health and Safety Code, and that such Site may be sold to a developer for development of single-family homes where the development will provide for home ownership for persons and families of low or moderate income.

Section 4. The Housing Authority finds and determines, based upon substantial evidence provided in the record before it, that the level of support provided under the Affordable Housing Agreement is reasonable and necessary.

Section 5. The Housing Authority hereby finds and determines that the Affordable Housing Agreement will further the achievement of the goals of the Redevelopment Plan and the achievement of the objectives pertaining to the use of moneys from the former Redevelopment Agency's Low and Moderate Income Housing Fund, as well as the goals and objectives of the Housing Authority, by providing for the construction of new, affordable housing subject to long-term covenants.

Section 6. The Housing Authority hereby approves the Affordable Housing Agreement in substantially the form presented to the Housing Authority, subject to such revisions as may be made by the Executive Director of the Housing Authority or his designee. The Executive Director of the Housing Authority is hereby authorized to execute the Affordable Housing Agreement (including without limitation all attachments thereto) on behalf of the Housing Authority. A copy of the Affordable Housing Agreement when executed by the Housing Authority shall be placed on file in the office of the Secretary of the Housing Authority.

Section 7. The Executive Director of the Housing Authority (or his designee) is hereby authorized, on behalf of the Housing Authority, to make revisions to the Affordable Housing Agreement which do not require any amounts to be paid by the Housing Authority or which materially or substantially increase the Housing Authority's obligations thereunder or materially or substantially change the uses or development permitted on the Site, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the Affordable Housing Agreement

and to administer the Housing Authority's obligations, responsibilities and duties to be performed under the Affordable Housing Agreement and related documents.

NOW, THEREFORE, THE MORENO VALLEY HOUSING AUTHORITY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

APPROVED AND ADOPTED this 14th day of May, 2013.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of Chairman of the
Moreno Valley Housing Authority

ATTEST:

_____
City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Housing Authority

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Housing Authority

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Housing Authority of the City of Moreno Valley, California, do hereby certify that Resolution No. HA 2013-02 was duly and regularly adopted by the Agency Members of the Housing Authority of the City of Moreno Valley at a regular meeting thereof held on the 14th day of May, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Agency Members, Vice Chairman and Chairman)

_____

SECRETARY

(SEAL)

AFFORDABLE HOUSING AGREEMENT

by and among

CITY OF MORENO VALLEY

and

HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY

and

HABITAT FOR HUMANITY, RIVERSIDE, INC.

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AFFORDABLE HOUSING AGREEMENT

THIS AFFORDABLE HOUSING AGREEMENT (the "Agreement"), dated, for identification purposes only, as of May 1, 2013, is entered into by and among the **CITY OF MORENO VALLEY**, a municipal corporation ("City"), **HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY**, a public body, corporate and politic ("Authority"), and **HABITAT FOR HUMANITY, RIVERSIDE, INC.**, a California nonprofit public benefit corporation (the "Developer").

RECITALS

A. Authority is a housing authority duly established and operating as a local housing authority pursuant to the California Housing Authority Law, Chapter 1 of Part 2 of Division 24 of the California Health and Safety Code ("Housing Authority Law").

B. The City previously established a redevelopment agency known as the Community Redevelopment Agency of the City of Moreno Valley (the "Redevelopment Agency"), which operated under the California Community Redevelopment Law, Chapter 1 of Part 1 of Title 24 of the California Health and Safety Code (the "Redevelopment Law").

C. The Redevelopment Agency and all other redevelopment agencies in the State of California were dissolved pursuant to ABx1 26, as created by the California Legislature in 2011 (the "2011 Dissolution Enactment"). The dissolution of redevelopment agencies was further prescribed by AB 1484, Chapter 26 of Statutes of 2012 ("AB 1484" and, together with the 2011 Dissolution Enactment as amended by AB 1484, the "Redevelopment Dissolution Measure").

D. Under the Redevelopment Law, the Redevelopment Agency was required to and did devote certain revenues described at Section 33334.2 and 33334.3 of the California Health and Safety Code ("Housing Setaside Moneys") to activities for the acquisition of property, improvement to property, rehabilitation of properties and preservation of properties which are housing resources benefitting and restored to use by and available to households of limited income. As part of the Redevelopment Agency's activities using Housing Setaside Moneys, the Redevelopment Agency acquired that certain real property referred to herein as the "Site," consisting of approximately 1.36 acres, generally located at 24265 Myers Avenue and more particularly described in the "Map" (as defined in Section 1.1).

E. The Site which consists of land acquired solely with Housing Setaside Moneys, was transferred to the Authority by notice of: (i) action by the City designating the Authority as the housing successor entity pursuant to Section 34176 of the Redevelopment Dissolution Measure, and (ii) action by each of the successor agency to the Redevelopment Agency (the "Successor Agency") and the Oversight Board to the Successor Agency as created pursuant to Section 34179.6 of the Redevelopment Dissolution Measure.

F. The Site remains subject to requirements that it be used for affordable housing purposes for households of limited income.

G. City is the recipient of moneys from the federal government pursuant to the Neighborhood Stabilization Program ("NSP") enacted by the United States Congress as part of the Housing and Economic Recovery Act of 2008 (Pub. L. 110-289, approved July 30, 2008, sometimes

referred to as "HERA" and the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Pub.L. 111-203, approved July 21, 2010, including regulations cited at 75 FR 64322) sometimes referred to as "NSP3").

H. Certain moneys made available to the City under NSP and NSP3, respectively, are required to be applied in a manner that benefits households of limited income. The City has determined that moneys made available to the City under NSP3 up to the "Maximum Combined NSP Amount" (as defined in Section 1.1 below) shall be used for the development of detached single-family houses to be sold to "Low Income Households" at a price which does not exceed "Affordable Housing Cost" (as such capitalized terms are defined in Section 1.1 below) all in accordance with the terms and conditions more particularly set forth in this Agreement.

I. The Developer has proposed to undertake the development of eight (8) single-family houses (each a "House" and collectively, the "Houses") and together with the corresponding lot, each a "Homebuyer Property" (as defined in Section 1.1) including use of self-help, "sweat equity" to be provided by prospective homebuyers, each of which shall be a Low Income Household.

J. The City agrees to loan moneys made available to the City under NSP up to the "Maximum NSP Amount" (as defined below) and funds from NSP3 up to the "Maximum NSP3 Amount", all as more particularly set forth in this Agreement.

K. In connection with each sale of a Homebuyer Property, there will be two loans administered by the City, a Homebuyer Senior Loan and a Homebuyer Junior Loan, as further described in the Homebuyer Loan Agreement.

L. The Authority's conveyance of the Site to the Developer and the Developer's construction and sale of the Houses on the Site, and the loan of NSP3 Moneys by the City to the Developer and subsequently to qualified Low Income homebuyers pursuant to the terms of this Agreement are in the vital and best interest of the Authority and the City and the health, safety and welfare of residents of the City.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Defined Terms. As used in this Agreement (and in all other Project Documents, unless otherwise defined), the following capitalized terms shall have the following meanings:

"**Affordability Period**" means a period of forty-five (45) years as more particularly set forth in the City Developer CC&Rs.

"**Affordable Housing Cost**" means that purchase price which would result in a monthly housing cost which does not exceed the product of thirty percent (30%) times seventy percent (70%) of Riverside County median income adjusted for family size appropriate for the House; provided that if a particular household's income is between seventy percent (70%) and eighty percent (80%) of Median Income, then the actual income may be used in place of seventy percent (70%).

"**Authority**" means the Housing Authority of the City of Moreno Valley, a public body, corporate and politic.

"**Authority Conveyance**" means the conveyance by which the Developer acquires title to the Site from the Authority.

"**Authority Deed**" means a grant deed in the form of Attachment No. 12 to this Agreement.

"**Building Permit**" means the building permit(s) issued by the City and required for the Improvements.

"**Calculation of Affordable Housing Cost**" means Attachment No. 11, which is attached hereto and incorporated herein by reference.

"**Certificate of Completion of Construction**" means Attachment No. 10.

"**City**" means the City of Moreno Valley, California.

"**City Construction Amount**" means that amount, up to the Maximum Combined NSP Amount, which the City will loan for construction subject to the terms and conditions of this Agreement.

"**City Developer CC&Rs**" or "**CC&Rs**" means Attachment No. 7 to this Agreement.

"**City Developer Deed of Trust**" means a deed of trust in the form of Attachment No. 5.

"**City Developer Escrow**" is described in Section 2.2.

"**City Developer Land Amount**" or "**Developer Purchase Price**" means the sum of Five Hundred Thousand Dollars ($500,000.00).

"**City Developer Loan**" has the meaning set forth in Section 2.1.1.

"**City Developer Loan Amount**" means the sum of the City Construction Amount and the City Loan Amount.

"**City Developer Note**" means a promissory note in the form of Attachment No. 4. The original principal amount for the City Developer Note shall be equal to the sum of the Maximum Combined NSP Amount and the City Land Amount, but shall be subject to adjustment to the extent the moneys ultimately disbursed by the City as the City Construction Amount are less than the Maximum Combined NSP Amount.

"**City Developer Title Policy**" means a lender's policy of title insurance issued by the Title Company in connection with the City Developer Loan, respectively, which: (i) is based upon the principal amount of the City Developer Loan, respectively; and (ii) insures the City Developer Deed of Trust as a lien in conformity with the Designated City Developer Lien Priorities.

"**City Manager**" means the city manager of the City or his designee.

"**Code**" means the California Health and Safety Code.

"**Condition of Title**" is defined in Section 2.3 hereof.

"**Conditions Precedent**" are set forth in Section 3.1.

"**Conditions to Sale to Program Participant**" means those matters set forth in Section 6.4.

"**County**" means the County of Riverside, California.

"**Date of Agreement**" means May 1, 2013.

"**Designated City Developer Lien Priorities**" is defined in Section 2.1.1.

"**Designated City Homebuyer Lien Priorities**" is defined in Section 2.7.6.

"**Developer,**" as defined in the first paragraph hereof, means Habitat for Humanity, Riverside, Inc., a California nonprofit public benefit corporation.

"**Equity Share Amount(s)**" is defined in Section 1(c) of the Homebuyer Loan Agreement.

"**Escrow Holder**" means TICOR Title Company of California or another escrow holder designated by the City.

"**Event of Default**" has the meaning set forth in Section 7.1.

"**Executive Director**" means the Executive Director of the City or his designee or delegate.

"**FIRPTA**" means the Foreign Investment in Real Property Transfer Act.

"**General Contractor**" means the general contractor to be hired by Developer to engage and supervise the subcontractors in the performance and completion of the construction of the Improvements. The General Contractor shall be reasonably acceptable to and approved by the City Manager, in his reasonable discretion; provided, the Developer is hereby pre-approved to act as the General Contractor for the development of the Improvements. The parties acknowledge that the General Contractor will not be performing actual construction work for any portion of the Development, but instead shall hire Subcontractors (after competitive bidding) who shall be reasonably approved by the City Manager.

"**Governmental Fees**" means fees charged by governmental agencies exercising regulatory authority over the Improvements.

"**Governmental Requirements**" means all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the State, the County, the Authority, the City, or any other political subdivision in which the Site is located, and of any other political subdivision, City or instrumentality exercising jurisdiction over the City, the Developer or the Site.

"**Habitat Homebuyer Deed**" means a deed substantially in the form of Exhibit "K" to the Homebuyer Loan Agreement.

"**Habitat Homebuyer Loan**" means a loan by the Developer to an Initial Homebuyer in the principal amount of One Hundred Twenty Thousand Dollars ($120,000.00) with an interest rate of zero percent; provided that a different principal amount may be authorized by the Executive Director

following determination by Authority staff that the price at which the corresponding unit is sold to a Program Participant does not exceed Affordable Housing Cost.

"**Habitat Homebuyer Note**" means a promissory note to secure the Habitat Homebuyer Loan.

"**Hazardous Materials**" means any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6903), (xi) Methyl-tert Butyl Ether or (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.*

"**Homebuyer Acknowledgment of Covenants**" means an acknowledgment and agreement in the form of Exhibit H to the Homebuyer Loan Agreement.

"**Homebuyer Escrow Holder**" means TICOR Title Company of California or another escrow holder designated by the City.

"**Homebuyer Junior Deed of Trust**" means a deed of trust substantially in the form of Exhibit "J" to the Homebuyer Loan Agreement to be executed by each Program Participant and recorded as a second deed of trust against the corresponding Homebuyer Property.

"**Homebuyer Junior Loan**" means a subordinate loan to each Initial Purchaser as more fully described in the Homebuyer Loan Agreement.

"**Homebuyer Junior Note**" means a promissory note evidencing the corresponding Homebuyer Junior Loan as more fully described in the Homebuyer Loan Agreement.

"**Homebuyer Loan Agreement**" means an agreement in the form of Attachment No. 6.

"**Homebuyer Price**" means that amount determined by the City to represent the purchase price for a Homebuyer Property to be paid by the corresponding purchaser. Upon conferring with the Developer, the Homebuyer Price shall not, in any case, exceed Affordable Housing Cost for a Low Income Household as determined by the City.

"**Homebuyer Property**" means a lot corresponding to each House as designated by the Parcel Map.

"**Homebuyer Purchase and Sale Agreement**" has the meaning set forth in Section 6.1.

"**Homebuyer Purchase Escrow**" has the meaning set forth in Section 2.7.

"**Homebuyer Senior Deed of Trust**" means a deed of trust substantially in the form of Exhibit C to the Homebuyer Loan Agreement to be executed by each Program Participant and recorded as a first deed of trust against the corresponding Homebuyer Property.

"**Homebuyer Senior Loan**" means a senior loan to each Initial Purchaser as more fully described in the Homebuyer Loan Agreement.

"**Homebuyer Senior Note**" means a promissory note substantially in the form of Exhibit "I" to the Homebuyer Loan Agreement to be executed by each Program Participant and deliver to the City in connection with each sale of a Homebuyer Property.

"**House**" means each single family detached house to be constructed by the Developer upon the Site, all as more particularly described in Section 3.1 hereof and in the Scope of Development.

"**Housing Authority Law**" is defined in Recital A hereof.

"**Improvements**" means all of the improvements described in the Scope of Development.

"**Initial Homebuyer**" means each initial purchaser of a Homebuyer Property from the Developer.

"**Legal Description of the Site**" means Attachment No. 1.

"**Lender's Title Policies (Homebuyer)**" is defined in Section 2.4.2.

"**Lender's Title Policy (Developer)**" is defined in Section 2.4.1.

"**Low Income Households**" means households having an income of between 50% and 80% of Median Income for the Area, as more particularly described in Health & Safety Code Section 50079.5.

"**Map**" means Attachment No. 1.

"**Maximum Combined NSP Amount**" means the sum of the Maximum NSP Amount and the Maximum NSP3 Amount, namely Two Million One Hundred Twenty-Seven Thousand Dollars ($2,127,000).

"**Maximum NSP Amount**" means moneys equal to Eight Hundred Twenty-Seven Thousand Dollars ($817,000.00) available to the City from NSP.

"**Maximum NSP3 Amount**" means moneys equal to One Million Three Hundred Thousand Dollars ($1,300,000.00) available to the City from NSP3.

"Median Income for the Area" means the median income for the County as determined by the City under Health and Safety Code Section 50052.5 and applicable regulations, if any, of the State of California.

"NSP" is defined in Recital G hereof.

"NSP3" is defined in Recital G hereof.

"Notice of Affordability Restrictions" means Exhibit "E" to the Homebuyer Loan Agreement.

"Owner's Title Policy (Developer)" is defined in Section 2.4.1.

"Owner's Title Policy (Homebuyer)" is defined in Section 2.4.2.

"Parcel Map" means a parcel map to be prepared by Developer in accordance with the City's customary standards and procedures under which the Site is divided into eight (8) lots.

"Program Participant" means a household which is mutually approved by Developer and City for purchase of a Homebuyer Property, applying criteria including: (i) the household is a Low Income Household as confirmed by the Executive Director; (ii) the household has executed and deposited into escrow for delivery to City upon closing of the Homebuyer Loan Agreement, the Homebuyer Senior Note, the Homebuyer Junior Note, the Homebuyer Junior Deed of Trust and the Homebuyer Senior Deed of Trust (with that deed of trust to be recorded as provided in the Homebuyer Loan Agreement); (iii) the household has not held an ownership interest in a residence for at least three (3) years preceding the purchase of the corresponding Homebuyer Property; and (iv) the purchase price to the homebuyer, as confirmed by the City, does not exceed Affording Housing Cost.

"Program Participant Documents" means, the Homebuyer Loan Agreement, the Homebuyer Senior Deed of Trust, the Homebuyer Senior Note, the Homebuyer Junior Deed of Trust, the Homebuyer Junior Note, the Homebuyer Senior Note and the City Developer CC&Rs.

"Project Documents" means, collectively, this Agreement, the City Developer CC&Rs, the City Developer Note, the City Developer Deed of Trust, the Homebuyer Senior Note, the Homebuyer Junior Note, the Homebuyer Junior Deed of Trust and the Homebuyer Senior Deed of Trust.

"Proposed Transferee's Application" means a form of application to be prepared by Developer and reviewed by City which will include all information necessary for the verification of eligibility of a household to purchase the corresponding Homebuyer Property.

"Redevelopment Agency" means the former Community Redevelopment Agency of the City of Moreno Valley.

"Redevelopment Plan" means the Redevelopment Plan for the Moreno Valley Redevelopment Project, adopted by ordinance of the City Council of the City of Moreno Valley, as amended.

"Redevelopment Project" means the Moreno Valley Redevelopment Project, as described in the Redevelopment Plan.

"**Redevelopment Project Area**" means that area designated as the project area in the Redevelopment Plan.

"**Request for Notice of Default**" means Attachment No. 8.

"**Rules and Regulations**" means each of: (i) Health and Safety Code Sections 50052.5, 50053 and 50105; (ii) the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*); (iii) Community Development Block Grant (CDBG) program as authorized under the Housing and Community Development Act of 1974, 42 U.S.C. 5301 *et seq.* ("HCD Act") and the regulations promulgated thereunder at 24 C.F.R. 570; (iv) The Housing and Economic Recovery Act of 2008 (Public Law 110-289) ("HERA"); (v) The American Reinvestment and Recovery Act of 2009 (Public Law 111-005) (the "Recovery Act"); (vi) Notice of Fund Availability (NOFA) for the Neighborhood Stabilization Program 2 under the American Recovery and Reinvestment Act, 2009 [Docket No. FR-5321-N-01] (the "NSP2 NOFA"); (vii) the Community Development Block Grant (CDBG) program as authorized under the Public Housing and Community Development Act of 1974, 42 U.S.C. 5301 *et seq.* ("HCD Act") as amplified by regulations set forth at 24 C.F.R. 570; (viii) the Housing and Economic Recovery Act of 2008 (Public Law 110-289) ("HERA"); (ix) the American Reinvestment and Recovery Act of 2009 (Public Law 111-005) (the "Recovery Act"); (x) the Notice of Fund Availability (NOFA) for the Neighborhood Stabilization Program 2 under the American Recovery and Reinvestment Act, 2009 [Docket No. FR 5321-N-01] (the "NSP2 NOFA"); (xi) the National Environmental Policy Act of 1969 and related federal environmental authorities and regulations at 24 C.F.R. Part 58; (xii) the City's Final Neighborhood Stabilization Program as amended by Substantial Amendment to the City of Moreno Valley's 2008-2009 Annual Action Plan, as adopted November 25, 2008; (xiii) the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Pub. L. 111-203, approved July 21, 2010), including regulations cited at 75 FR 64322 ("NSP3"); (xiv) the Notice of Funding Availability (NOFA) for NSP3 (the "NSP3 NOFA"), and (xv) to the extent applicable, including a Section 3 Clause in each construction contract.

"**Schedule of Performance**" means Attachment No. 3.

"**Scope of Development**" means Attachment No. 9.

"Section 3" shall mean and refer to Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1701u, as amended. City has prepared a Section 3 "checklist" and other forms related to Section 3 compliance; and as provided by City to Participant, its General Contractor, Subcontractors, or other contractor(s) or subcontractor(s), as applicable, such forms shall be utilized in all contracts and subcontracts to which Section 3 applies.

"Section 3 Clause" shall mean the language, set forth below, which is required to be included in each and every Construction Contact entered into by Participant, the General Contractor, each Subcontractor and/or any other contractor(s) or subcontractor(s), as applicable, for the development or rehabilitation of the Development. For purposes of this Section 3 Clause and compliance therewith, whenever the word "contractor" is used it shall mean and include, as applicable, Participant, General Contractor, any and all Subcontractors, and any other contractor(s) and subcontractor(s) performing work on the Project.

Participant hereby acknowledges and agrees to take all responsibility for compliance with all Section 3 Clause federal requirements and further acknowledges and agrees that compliance with all Section 3 Clause requirements by Participant, the General Contractor, all Subcontractors, and/or

other contractor(s), subcontractor(s), and other agents, is the primary obligation of Participant. Participant shall provide or cause to be provided to its General Contractor and each Subcontractor, and each of its other contractor(s), subcontractor(s) and agents, a checklist for compliance with the Section 3 Clause federal requirements, to obtain from the General Contractor, each Subcontractor, and other contractor(s), subcontractor(s), and agents, all applicable items, documents, and other evidence of compliance with the items, actions, and other provisions within the checklist, and to submit all such completed Section 3 Clause documentation and proof of compliance to the City Manager.

The particular text to be utilized in any and all contracts of the General Contractor or any Subcontractor doing work covered by Section 3 shall be in substantially the form of the following Section 3 Clause, as reasonably determined by City, or as directed by HUD or its representative, and shall be executed by the applicable contractor under penalty of perjury:

"(i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low income persons (inclusive of Very Low and Low Income Persons, Very Low and Low Income Households, and Very Low and Low Income Tenants served by the Project), particularly persons who are recipients of HUD assistance for housing.

"(ii) The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

"(iii) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of notices in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number of job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

"(iv) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

"(v) The contractor will certify that any vacant employment positions, including training positions, that are filled (a) after the contractor is selected but before the contract is executed, and (b) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require

employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.

"(vi) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

"(vii) With respect to work performed in connection with Section 3 covered Indian Housing assistance, section 7(b) of the Indian Self Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible, (a) preference and opportunities for training and employment shall be given to Indians, and (b) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b)."

After the foregoing Section 3 Clause, Participant shall add the signature block of the General Contractor, Subcontractor, or other contractor(s) and subcontractor(s), as applicable, and shall add the following text immediately above the signature block: "The contractor/provider by this his signature affixed hereto declares under penalty of perjury that contractor has read the requirements of this Section 3 Clause and accepts all its requirements contained therein for all of his operations related to this contract."

"**Site**" means that property so designated in the Legal Description of the Site and the Map. [to be area equal to 8/10 of property Redevelopment Agency had earlier acquired; provided that if the Developer develops more Houses, the Site will be adjusted to reflect 9/10 of the property or all of the property the Redevelopment Agency had earlier acquired. The Developer shall be responsible for all costs associated with preparation of maps and processing of maps to effect such adjustment].

"**Subcontractor**" and "**Subcontractors**" shall mean, individually and collectively, one or more subcontractors hired by Developer's General Contractor for the Improvements to perform and complete, or to engage and supervise others to perform and complete, the construction of the Improvements. Each of the Subcontractors shall be selected after competitive bidding, and City shall have every reasonable right and opportunity to observe and review all material stages of such competitive bidding process, including a right to review the invitation to bidders, each bid package, each responsive bid form, each submitted bid package and the right to be present when each bid is opened by Developer and/or the General Contractor. Developer shall submit to City information regarding the entity serving as the Subcontractor for any portion of the construction of the Improvements, including compliance with plans approved by City and the obtaining by Developer of all required licenses, certifications, insurance, etc., as reasonably requested by the City Manager.

"**Sweat Equity Amount**" shall be deemed to be equal to [Thirty Thousand Dollars ($30,000.00) per House].

"**Title Company**" shall be TICOR Title Company of California or another title insurer designated by City.

"**Very Low Income Households**" means households earning not greater than fifty percent (50%) of Median Income for the Area as set forth in Health and Safety Code Section 50105.

1.2 **Singular and Plural Terms**. Any defined term used in the plural in this Agreement or any Project Document shall refer to all members of the relevant class and any defined term used in the singular shall refer to any number of the members of the relevant class.

1.3 **References and Other Terms**. Any reference to this Agreement or any Project Document shall include such document both as originally executed and as it may from time to time be modified. References herein to Articles, Sections and Exhibits shall be construed as references to this Agreement unless a different document is named. References to subparagraphs shall be construed as references to the same Section in which the reference appears. The term "document" is used in its broadest sense and encompasses agreements, certificates, opinions, consents, instruments and other written material of every kind. The terms "including" and "include" mean "including (include) without limitation."

1.4 **Exhibits Incorporated**. All attachments and exhibits to this Agreement, as now existing and as the same may from time to time be modified, are incorporated herein by this reference.

2. DISPOSITION OF THE SITE

2.1 **Sale of the Site**. As of the Date of Agreement, the Authority holds fee title to the Site.

The Developer warrants and represents that it has undertaken and completed at its expense an investigation of the Site, including without limitation condition of title, the presence of any hazardous materials and other surface and subsurface conditions, and the suitability of the Site for the Improvements required pursuant to this Agreement. The Developer has selected the Site and has determined that it is suitable for all development and uses as provided for pursuant to this Agreement.

The City shall provide to the Developer a preliminary title report by the Title Company within fifteen (15) days after the Date of this Agreement.

The purchase price for the sale of the Site by the Authority to the Developer, subject to all of the terms and conditions of this Agreement, shall be Five Hundred Thousand Dollars ($500,000.00) (the "Developer Purchase Price"). The City further agrees that, at Closing, the Developer may defer payment in cash of the Developer Purchase Price, provided that the Developer executes and provides to the Escrow Holder for delivery to the City all of the following for the Site, with all documents duly executed and the City Developer Deed of Trust in recordable form: (i) the City Developer Deed of Trust; and (ii) the City Developer Note; subject to the delivery of such instruments at closing, the payment of the Developer Purchase Price will be handled outside of escrow and is a matter with which Escrow Holder need not be concerned.

2.1.1 **City Developer Loan**. The Authority and the City have entered into an agreement or will enter into an agreement under which the Authority assigns its rights to receive the Developer Purchase Price to the City. Subject to the prior satisfaction of the Conditions Precedent, the City agrees to defer receipt of the Developer Purchase Price. In addition, the City will loan

additional moneys as the City Construction Amount to the Developer as more particularly reflected in the City Developer Note (which loan is referred to as the "City Developer Loan"). In connection with escrow, the recording of documents shall be accomplished in the order specified in Section 2.2.6(a) of this Agreement. The lien priorities, as so specified, constitute the "Designated City Developer Lien Priorities."

2.2 **Escrow**. The parties shall open an escrow (the "City Escrow") with the Escrow Holder, by the time established therefor in the Schedule of Performance for the Authority Conveyance, and the recordation and delivery of documents described in Section 2.1. The Authority, City and the Developer agree to execute such escrow instructions as may be reasonably required to implement this Section 2.2. The obligation of the Authority to deliver the Authority Deed to escrow or to proceed with the Authority Conveyance and the obligation of the City to make the City Developer Loan is contingent upon the satisfaction of the "Conditions Precedent" as set forth in Section 3.1 of this Agreement.

2.2.1 **Costs of Escrow**. The City and the Developer shall pay their respective portions of the premium for the Title Policy for the Authority Conveyance as set forth in Section 2.4 hereof, the City shall pay for the documentary transfer taxes, if any, due with respect to the Authority Conveyance; and the Developer and City each agree to pay one-half of all other usual fees, charges, and costs which arise from the City Escrow.

2.2.2 **Escrow Instructions**. This Section 2.2, including all subparts thereof, constitutes the joint escrow instructions of the Developer, the Authority and the City in connection with the conveyance of the Site by the Authority to the Developer, and the Escrow Holder to whom these instructions are delivered is hereby empowered to act under this Agreement. Insurance policies for fire or casualty are not to be transferred, and the City will cancel its own policies after the Authority Conveyance. All funds received in the City Escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from such account.

If in the opinion of a party hereto it is necessary or convenient in order to accomplish the Authority Conveyance, such party may require that the parties sign supplemental escrow instructions; provided that if there is any inconsistency between this Agreement and the supplemental escrow instructions, then the provisions of this Agreement shall control. The parties agree to execute such other and further documents as may be reasonably necessary, helpful or appropriate to effectuate the provisions of this Agreement. The Authority Conveyance shall take place when the Conditions Precedent have been satisfied. Escrow Holder is instructed to release City's escrow closing and the Developer's escrow closing statements to the respective parties.

2.2.3 **Authority of Escrow Holder**. Escrow Holder is authorized to, and shall:

(a) Pay and charge the Developer and City for their respective shares of the premium of the Owner's Title Policy and the Lender's Title Policy as set forth in Section 2.4.1 and any amount necessary to place title in the condition necessary to satisfy Section 2.3 of this Agreement.

(b) Pay and charge the Developer and City for their respective shares of any escrow fees, charges, and costs payable under Section 2.2.1 of this Agreement.

(c) Pay and charge the Developer for any endorsements to the Owner's Title Policy (Developer) which are requested by the Developer. The cost of premiums for the Lender's Title Policy (Developer) shall be borne by the City.

(d) Disburse funds, deliver and record the Authority Deed, the City Developer CC&Rs, the City Developer Deed of Trust, and deliver to the City the City Developer Note, the City Developer Deed of Trust and the City Developer CC&Rs when the Conditions Precedent have been fulfilled or waived by the City and the Authority.

(e) Do such other actions as necessary to fulfill its obligations under this Agreement.

(f) Within the discretion of Escrow Holder, direct the Authority, the City and the Developer to execute and deliver any instrument, affidavit, and statement, and to perform any act reasonably necessary to comply with the provisions of FIRPTA and any similar state act and regulation promulgated thereunder. The Authority agrees to execute a Certificate of Non-Foreign Status by individual transferor and/or a Certification of Compliance with Real Estate Reporting Requirement of the 1986 Tax Reform Act as may be required by Escrow Holder, on the form to be supplied by Escrow Holder.

(g) Prepare and file with all appropriate governmental or taxing authorities a uniform settlement statement, closing statement, tax withholding forms including an IRS 1099-S form, and be responsible for withholding taxes, if any such forms are provided for or required by law.

2.2.4 **Closing**. The Authority Conveyance and delivery of documents related shall close ("Closing") within thirty (30) days of the parties' satisfaction of all of Conditions Precedent, but in no event later than the last day established therefor in the Schedule of Performance. The "Closing" shall mean the time and day the Grant Deed is filed for record with the Riverside County Recorder. The "Closing Date" shall mean the day on which the Closing occurs.

2.2.5 **Termination of City Developer Escrow**. If the City Developer Escrow is not in condition to close by the time established therefor in the Schedule of Performance, then any party to this Agreement which has fully performed under this Agreement may, in writing, demand the return of money or property and terminate the City Developer Escrow. If a party to this Agreement makes a written demand for return of documents or properties, the City Developer Escrow shall not terminate until five (5) days after Escrow Holder shall have delivered copies of such demand to all other parties at the respective addresses shown in this Agreement. If any objections are raised within said five (5) day period, Escrow Holder is authorized to hold all papers and documents until instructed by a court of competent jurisdiction or by mutual written instructions of the parties. The Developer, however, shall have the sole option to withdraw any money deposited by it with respect to the Closing less the Developer's share of costs of Escrow. Termination of this Agreement shall be without prejudice as to whatever legal rights any party to this Agreement may have against the other parties arising from this Agreement. If no demands are made, the Escrow Holder shall proceed with the Closing as soon as possible.

2.2.6 **Closing Procedure**. Escrow Holder shall close Escrow for the Site as follows:

(a) Record first the Authority Deed, then the City Developer CC&Rs and then the City Developer Deed of Trust with instructions for the Recorder of Riverside County, California to deliver the Authority Deed to the Developer, and the City Developer CC&Rs and the City Developer Deed of Trust to the City;

(b) Instruct the Title Company to deliver the Owner's Title Policy (Developer) to the Developer, with a copy to the City, and the "Lender's Title Policy (Developer)" (as described in Section 2.4.1 hereof) to the City;

(c) File any informational reports required by Internal Revenue Code Section 6045(e), as amended, and any other applicable requirements;

(d) Deliver the FIRPTA Certificate, if any, to the City;

(e) Disburse the Purchase Price to City (as assignee of the Authority and as originator of the City Developer Loan), in the form of: (i) cash or (ii) the City Developer Note; and

(f) Forward to both the Developer and the City a separate accounting of all funds received and disbursed for each party and copies of all executed and recorded or filed documents deposited into Escrow, with such recording and filing date and information endorsed thereon.

2.3 **Review of Title.** The City shall cause the Title Company to deliver to the Developer a standard preliminary title report (the "Report") with respect to the title to the Site, together with legible copies of the documents underlying the exceptions ("Exceptions") set forth in the Report, within fifteen (15) days from the date of this Agreement. The Developer shall have the right to reasonably approve or disapprove the Exceptions; provided, however, that the Developer hereby approves the following Exceptions:

(a) The Redevelopment Plan.

(b) The lien of any non-delinquent property taxes and assessments (to be prorated at close of Escrow).

(c) The provisions of the Authority Deed, the City Developer CC&Rs, the City Developer Deed of Trust.

(d) Any incidental easements or other matters affecting title which do not materially impact the Developer's use of the Site as described in the Scope of Development.

The Developer shall have thirty (30) days from the date of its receipt of the Report to give written notice to City and Escrow Holder of the Developer's approval or disapproval of any of such Exceptions. The Developer's failure to give written disapproval of the Report within such time limit shall be deemed approval of the Report. If the Developer notifies City of its disapproval of any Exceptions in the Report, the City shall have ten (10) days from the receipt of written notice of disapproval by the Developer to determine whether or not it will undertake the removal of any

disapproved Exceptions. If the City elects to remove such Exceptions, it shall diligently proceed to effect the removal of such Exceptions. If City cannot or does not elect to remove any of the disapproved Exceptions within that period, the Developer shall have ten (10) business days after the expiration of such ten (10) business day period to either give the City written notice that the Developer elects to proceed with the purchase of the Site subject to the disapproved Exceptions or to give the City written notice that the Developer elects to terminate this Agreement. The Exceptions to title approved by the Developer as provided herein shall hereinafter be referred to as the "Condition of Title." The Developer shall have the right to approve or disapprove any additional and previously unreported Exceptions reported by the Title Company after the Developer has approved the Condition of Title for the Site (which are not created by the Developer).

2.4 **Title Insurance, Disposition to Developer**. Concurrently with recordation of the Authority Deed conveying title to the Site, there shall be issued to the Developer a CLTA owner's policy of title insurance ("Owner's Title Policy (Developer)"), together with such endorsements as are reasonably requested by the Developer, issued by the Title Company insuring that the title to the Site is vested in the Developer in the condition required by Section 2.3 of this Agreement. The Title Company shall provide the City with a copy of the Owner's Title Policy. The Owner's Title Policy shall be based upon the Purchase Price. The City shall pay that portion of the premium for the Owner's Title Policy equal to the cost of a CLTA standard coverage title policy in the amount based upon the Purchase Price. Any additional costs, including the cost of an ALTA policy or any endorsements requested by the Developer, shall be borne by the Developer.

The Title Company shall additionally provide to the City ALTA lender's policy of title insurance for the City Developer Deed of Trust, based upon the face amounts of the City Developer Note in conformity with the Designated City Developer Lien Priorities, and subject only to encumbrances, if any, approved in writing by the City Manager ("Lender's Title Policy (Developer)").

2.5 **Repayment**. The entire balance due under the City Developer Note shall be paid to the City, or otherwise satisfied as provided below, upon the first to occur of: (i) the sale or other conveyance of the Site or portion thereof contrary to this Agreement; (ii) the uncured default of Developer under this Agreement, the City Developer Note or the City Developer Deed of Trust; (iii) twenty-four (24) months after the Date of Agreement; (iv) the sale or other conveyance of the Site or portion thereof except to the extent each Homebuyer Property is conveyed to Initial Homebuyers in conformity with Sections 6.1 to 6.4 hereof; or (v) the uncured default of Developer under this Agreement, the City Developer Note or the City Developer Deed of Trust. Notwithstanding the foregoing portion of this Section 2.5, in the event no defaults have occurred, the City shall provide to the Escrow Holder its release and reconveyance from the City Developer Deed of Trust in connection with the sale of the Site by the Developer to the Initial Homebuyer at Affordable Housing Cost accomplished in strict conformity with Section 6.1 hereof.

2.6 **Assumption**. The City Developer Note shall not be assignable or assumable by successors and assigns of Developer without the prior written consent of the City, which consent may be withheld in the City's sole and complete discretion.

2.7 **Escrow**. Upon Developer having received City approval of an Initial Homebuyer (or another Program Participant), the Developer shall open an escrow as to the corresponding Homebuyer Property (the "Homebuyer Escrow") with the Escrow Holder. The City and the Developer agree to execute such escrow instructions as may be reasonably required to implement this

Section 2.7. The process set forth in this Section 2.7 as well as Sections 2.8 and 2.9, will be repeated as to each purchaser of a Homebuyer Property (or any portion of the Site).

2.7.1 **Costs of Escrow**. The Developer shall pay, or shall arrange for Developer and the purchaser to pay, their respective portions of the premium for the title policies as set forth in Section 2.7 hereof, the Developer shall pay for the documentary transfer taxes, if any, and the Developer shall pay, or shall arrange for the Developer and the purchaser to each pay one-half of all other usual fees, charges, and costs which arise from the corresponding Homebuyer Escrow. No costs shall be borne by City or Authority.

2.7.2 **Escrow Instructions**. This Section 2.7, including all subparts hereof, constitutes the escrow instructions of the Developer, the City and, once executed, the purchaser (which shall be an Initial Purchaser in each case), and the Escrow Holder to whom these instructions are delivered is hereby empowered to act under this Section 2.7. Insurance policies for fire or casualty are not to be transferred. All funds received in the Escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from such account.

The Developer, the purchaser or the City may submit supplemental escrow instructions; provided that if there is any inconsistency between this Agreement and the supplemental escrow instructions, then the provisions of this Agreement shall control. The conveyance shall take place when the Conditions to Sale to Program Participants have been satisfied as to each corresponding Program Participant, as confirmed by the City. Escrow Holder is instructed to release escrow closing statements to the Developer, the purchaser, the Authority and the City.

2.7.3 **Authority of Escrow Holder**. Escrow Holder is authorized to, and shall:

(a) Pay and charge the Developer and, if applicable, the purchaser for their respective shares of the premium of the Owner's Title Policy (Program Participant) and the Lender's Title Policies (Homebuyer) as set forth in Section 2.4.2 and any amount necessary to place title in the condition necessary to satisfy the Transfer Condition of Title as described in Section 2.8 of this Agreement.

(b) Pay and charge the Developer and City for their respective shares of any escrow fees, charges, and costs payable under Section 2.7.1 of this Agreement.

(c) Pay and charge the Developer for any endorsements to the Owner's Title Policy (Developer) which are requested by the Developer. The cost of premiums for the Lender's Title Policies (Developer) shall be borne by the City.

(d) Disburse funds, deliver and record the following as prepared or approved by City in relation to each transfer: Habitat Homebuyer Deed, the Acknowledgement of CC&Rs, Homebuyer Senior Deed of Trust, Homebuyer Junior Deed of Trust and the Notice of Affordability Restrictions, and deliver to the City the City Developer Note, the City Developer Deed of Trust, the Acknowledgment of CC&Rs and the Notice of Affordability Restrictions when the Conditions Precedent have been fulfilled or waived by the City.

(e) Do such other actions as necessary to fulfill its obligations under this Agreement.

(f) Within the discretion of Escrow Holder, direct the Authority and the Developer to execute and deliver any instrument, affidavit, and statement, and to perform any act reasonably necessary to comply with the provisions of FIRPTA and any similar state act and regulation promulgated thereunder. The Authority agrees to execute a Certificate of Non-Foreign Status by individual transferor and/or a Certification of Compliance with Real Estate Reporting Requirement of the 1986 Tax Reform Act as may be required by Escrow Holder, on the form to be supplied by Escrow Holder.

(g) Prepare and file with all appropriate governmental or taxing authorities a uniform settlement statement, closing statement, tax withholding forms including an IRS 1099-S form, and be responsible for withholding taxes, if any such forms are provided for or required by law.

2.7.4 **Closing**. The conveyance of property by the Developer and delivery of documents related shall close ("Homebuyer Closing") within thirty (30) days of the parties' satisfaction of all of Conditions Precedent. The "Homebuyer Closing" shall mean the time and day a deed conveying title to the purchaser is filed for record with the Riverside County Recorder. The "Homebuyer Closing Date" shall mean the day on which the corresponding Homebuyer Closing occurs.

2.7.5 **Termination of Escrow**. If escrow is not in condition to close by the time established therefor in supplemental escrow instructions (and, if no such time is specified, then on the sixtieth day following opening of escrow), then the purchaser, the Developer, the Authority or the City may, in writing, demand the return of money or property and terminate the escrow. If such party makes a written demand for return of documents or properties, escrow shall not terminate until five (5) days after Escrow Holder shall have delivered copies of such demand to all other parties. If any objections are raised within said five (5) day period, Escrow Holder is authorized to hold all papers and documents until instructed by a court of competent jurisdiction or by mutual written instructions of the parties to such escrow (namely, the Authority, the City, the Developer and the corresponding Initial Homebuyer).

2.7.6 **Closing Procedure**. Escrow Holder shall close escrow for the transfer of the corresponding Homebuyer Property from the Developer to the purchaser as follows:

(a) Record first (i) The Homebuyer Acknowledgement of Covenants, executed by the purchaser, then (ii) the Homebuyer Deed of Trust and, if so instructed by City, a subordination agreement under which Developer agrees to subordinate any existing deed of trust with Developer as beneficiary to a first deed of trust with City as beneficiary, then (iii) a deed of trust securing payment of a Habitat Homebuyer Loan (but not if an existing loan with Developer as beneficiary is being assumed), then (iv) a grant deed conveying title to the purchaser, with instructions for the Recorder of Riverside County, California to deliver the deed to the purchaser, then the Notice of Affordability Restrictions. The priorities consistent with the foregoing order of recordation shall constitute the "Designated City Homebuyer Lien Priorities." If additional deeds of trust are recorded, the original(s) shall be delivered to the beneficiary thereunder (with a copy to each of the Developer, the purchaser and the City).

(b) Instruct the Title Company to deliver the Owner's Title Policy (Homebuyer) to the Homebuyer, with a copy to each of the City and the Developer, and the "Lender's Title Policy (Homebuyer)" (as described in Section 2.4.2 hereof) to the City;

(c) File any informational reports required by Internal Revenue Code Section 6045(e), as amended, and any other applicable requirements;

(d) Deliver the FIRPTA Certificate, if any, to the Developer (with a copy to the Authority);

(e) Disburse the purchase price as directed by City; and

(f) Forward to each of the Developer, the purchaser and the City a separate accounting of all funds received and disbursed for all parties and copies of all executed and recorded or filed documents deposited into the Transfer Escrow, with such recording and filing date and information endorsed thereon.

2.7.7 **Title Insurance, Disposition to Initial Homebuyers**. Concurrently with recordation of the conveyance of a Homebuyer Property to the corresponding Initial Homebuyer, there shall be issued to the corresponding Initial Homebuyer a CLTA owner's policy of title insurance ("Owner's Title Policy (Homebuyer)"), together with such endorsements as are reasonably requested by the such homebuyer, issued by the Title Company insuring that the title to the corresponding Homebuyer Property is vested in the Initial Homebuyer in the condition described by Section 2.8 of this Agreement. The Title Company shall provide each of the Developer and the City with a copy of the Owner's Title Policy (Homebuyer). The Owner's Title Policy (Homebuyer) shall be based upon the lesser of (i) the amount of the Homebuyer Price, or (ii) the largest amount for which the Title Company will provide such title insurance. The Developer shall pay that portion of the premium for the Owner's Title Policy equal to the cost of a CLTA standard coverage title policy in the amount based upon the Homebuyer Price. Any additional costs, including the cost of an ALTA policy or any endorsements requested by the corresponding Initial Homebuyer, shall be borne by such Initial Homebuyer.

The Title Company shall additionally provide to the City an ALTA lender's policy of title insurance for each of the Homebuyer Senior Deed of Trust (based upon the original face amount of the corresponding Homebuyer Senior Note) and a Homebuyer Junior Deed of Trust (based upon the original face amount of the corresponding Homebuyer Junior Note) as set forth in the Homebuyer Loan Agreement authorized by City to be used for the corresponding purchaser in conformity with the Designated City Homebuyer Lien Priorities, and subject only to encumbrances, if any, approved in writing by the Executive Director ("Lender's Title Policies (Homebuyer)").

2.8 **Review of Title**. The Developer shall cause the Title Company to deliver to the prospective purchaser a standard preliminary title report (the "Report") with respect to the title to the corresponding Homebuyer Property (as mutually designated by the Developer and the City), together with legible copies of the documents underlying the exceptions ("Exceptions") set forth in the Report, with at least fifteen (15) days to review. The purchaser shall have the right to reasonably approve or disapprove the Exceptions; provided, however, that the purchaser must approve the following Exceptions:

(a) The Redevelopment Plan.

(b) The lien of any non-delinquent property taxes and assessments (to be prorated at close of Escrow).

(c) The provisions of the Authority Deed, the City Developer CC&Rs, the Homebuyer Acknowledgment of Covenants, the Homebuyer Senior Deed of Trust, the Homebuyer Junior Deed of Trust and the Notice of Affordability Restrictions.

(d) Any incidental easements or other matters affecting title which do not materially impact the purchaser's use of the corresponding Homebuyer Property as a single family residence.

A condition of title consistent with the Condition of Title as set forth in Section 2.3, but subject additionally to the Homebuyer Acknowledgment of Covenants, the Homebuyer Senior Deed of Trust, and the Homebuyer Junior Deed of Trust; but not the City Developer Deed of Trust, shall hereinafter be referred to as the "Homebuyer Condition of Title."

2.9 **Title Insurance for Conveyance to Initial Homebuyers**. Title insurance shall be provided in conformity with Section 2.7.7 of this Agreement. The cost for all title policies, including those provided for the benefit of City as beneficiary, shall be borne by Developer.

3. CONDITIONS TO CLOSING

3.1 **City's Conditions to Closing**. The City shall not convey title to the Site to the Developer, unless and until each and every one of the following conditions precedent (the "Conditions Precedent," which Conditions Precedent are solely for the benefit of the City) has been fully satisfied, as determined in good faith by the Executive Director (each of which condition[s], if it requires action by Developer, shall also be a covenant of Developer):

(a) Project Documents. Not later than two (2) days prior to recordation of the Authority Deed, the Developer shall have delivered to the Escrow Holder, in recordable form, the following documents: the City Developer CC&Rs and the City Developer Deed of Trust all duly executed by the Developer.

(b) Map; Permits. The Developer shall have prepared and caused to be recorded a tentative map and shall have completed all conditions to obtaining all Building Permits to be obtained excepting for the payment of building permit fees (the payment of which shall be made by the Developer after Closing). The Developer acknowledges and agrees that the plans prepared for the Improvements shall be subject to the City's normal planning review process.

(c) Title Insurance. The City shall have received a pro forma policy or polices, together with the commitment of the Title Company that it is prepared to issue those Lender's Title Policy (Developer) described in Section 2.4.1 hereof.

(d) Developer Confirmation as to the Site. The Developer shall have provided evidence reasonably satisfactory to the Executive Director that the condition of the Site (as more fully set forth in Section 2.1 of this Agreement) is fully satisfactory to the Developer.

(e) Insurance. City shall have received evidence, satisfactory to Executive Director, that all of the insurance policies required by Section 4.5, below, are in full force and effect.

(f) Corporate Resolution. Developer shall deliver to City a certified copy of a resolution of Developer's board of directors authorizing (or ratifying) the execution of the Project Documents (the "Developer's Resolution").

(g) Representations and Warranties. The representations and warranties of Developer contained in this Agreement shall be correct as of the Close of Escrow as though made on and as of that date, and City Manager shall have received a certificate to that effect signed by an officer of Developer.

(h) No Default. No Event of Default by Developer shall have occurred under this Agreement, no event shall have occurred which, with the giving of notice or the passage of time or both, would constitute an Event of Default by Developer under this Agreement, and City Manager shall have received a certificate to that effect signed by an officer of Developer.

(i) Priority of City Developer Loan. The lien of each of the City Developer Deed of Trust shall be senior and prior to all other liens on the Site except for the City Developer CC&Rs, the lien for property taxes not yet due, and such other encumbrances, if any, as may be approved in writing by the City Manager.

(j) Fees. Developer shall have acknowledged the fees chargeable in connection with the development of the Improvements.

All conditions set forth in Section 3.1, or to City's obligations hereunder, are for City's and Authority's benefit only and City Manager may waive all or any part of such rights by written notice to Developer and Escrow Holder. If City Manager shall, within the applicable periods set forth herein, disapprove of any of the items which are subject to City's approval, or if any of the conditions set forth in this Agreement are not met within the times called for, City may thereafter terminate this Agreement without any further liability on the part of City by giving written notice of termination to the Escrow Holder, with a copy to Developer. Escrow Holder shall thereupon, without further consent from Developer, return to each party the documents and funds deposited by them.

3.2 Developer's Conditions of Closing. Developer's obligation to proceed with the acceptance of conveyance of the Site is subject to the fulfillment or waiver by Developer of each and all of the conditions precedent (a) through (d), inclusive, described below ("Developer's Conditions Precedent"), which are solely for the benefit of Developer, and which shall be fulfilled or waived by the time periods provided for herein:

(a) Review and Approval of Title. Developer shall have reviewed and approved the condition of title of the Site, as provided in Section 2.3 hereof.

(b) Title Policy. The Title Company shall, upon payment of Title Company's regularly scheduled premium, have agreed to the Owner's Title Policy (Developer) for the Site upon close of escrow, in accordance with Section 2.4 hereof.

(c) Site Condition. The Developer shall have approved the condition of the Site and shall not have elected to cancel Escrow pursuant to Section 3.5.2 hereof.

(d) Land Use Approvals. Developer shall have obtained each of the land use approvals for the Improvements which is set forth in Sections 4.2 and 4.3 hereof and the City shall be ready to issue building permits for the construction of the Improvements upon the payment of the applicable fees by the Developer subject to preparation and processing of the Parcel Map.

3.3 **Access to Site Prior to the Closing**. Prior to the Authority Conveyance, representatives of the Developer shall have the right of access to all portions of the Site for the purpose of: (i) obtaining data and making surveys and tests necessary to carry out this Agreement, including without limitation the investigation of the environmental condition of the Site; and (ii) commencing preliminary work for the construction of the Improvements. The Developer agrees to notify the City in writing prior to undertaking any studies or work upon the Site prior to the Authority Conveyance. The City may require the Developer to execute a right of entry agreement satisfactory to City legal counsel prior to commencing such studies or work. Any preliminary work by the Developer shall be undertaken only after securing any and all necessary permits from the appropriate governmental agencies. The Developer shall indemnify, defend, and hold each of the Authority and the City harmless from any claims, losses, liabilities, and damages arising out of the activities of the Developer as set forth in this Section 3.3. In addition, in the event that the Developer causes any damage to any portion of the Site, the Developer shall promptly restore the Site as nearly as possible to the physical condition existing immediately prior to the Developer's entry onto the Site.

3.4 **Property Taxes and Assessments**. Ad valorem taxes and assessments, if any, on the Site, levied, assessed or imposed for any period prior to the Authority Conveyance shall be borne by the Authority or the City on behalf of the Authority; ad valorem taxes and assessments levied, assessed or imposed on the Site for the period after the Authority Conveyance shall be borne by the Developer.

3.5 **Condition of the Site**.

3.5.1 **Investigation of the Site**. The Developer shall conduct such investigation of the environmental condition of the Site as it shall deem to be necessary and appropriate.

3.5.2 **Remediation of the Site Prior to the Closing**. In the event that prior to the Authority Conveyance, the reports prepared by environmental consultants engaged by the Developer reveal that remediation of the environmental condition of the Site is required, the parties shall confer and consult for a period of up to thirty (30) days regarding whether either, both or neither party will agree to cause and bear the cost of such remediation activities. If no agreement is reached, either party may, upon written notice, terminate the Escrow and this Agreement.

3.5.3 **No Warranties As To Site**. The physical condition, possession or title of the Site is and shall be delivered from Authority to the Developer in an "as is" condition, with no warranty expressed or implied by the City, including without limitation, the presence of Hazardous Materials on the Site, or the condition of the soil, its geology, the presence of known or unknown seismic faults, or the suitability of the Site for the development purposes intended hereunder.

3.6 **Developer's Obligations After the Authority Conveyance**. After the Authority Conveyance, the Developer shall, at its sole cost and expense, promptly take: (i) all actions required by any federal, state or local governmental City or political subdivision or any Governmental Requirements with respect to the Site pursuant to this Agreement; (ii) all actions necessary to prepare

the soil on the Site for the development required hereunder; and (iii) all actions necessary to make full use of the Site for the development of affordable housing pursuant to this Agreement for the purposes described in this Agreement, which actions, requirements or necessity arise from the presence upon, about or beneath the Site of any Hazardous Materials regardless of when such Hazardous Materials were introduced to the Site and regardless of who is responsible for introducing such Hazardous Materials to the Site. The Developer shall take all actions necessary to promptly restore the Site to an environmentally sound condition for uses contemplated by this Agreement, notwithstanding any lesser standard of remediation allowable under applicable Governmental Requirements. The obligations under this Section 3.6 shall survive the issuance of the Certificate of Completion of Construction.

3.6.1 **Duty to Prevent Hazardous Material Contamination**. After the Authority Conveyance, the Developer shall take all reasonably necessary precautions to prevent the release of any Hazardous Materials into the environment. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, the Developer shall install and utilize such equipment and implement and adhere to such procedures as are consistent with Governmental Requirements as respects the disclosure, storage, use, removal and disposal of Hazardous Materials.

3.6.2 **"As Is" Conveyance**. The Developer expressly understands and agrees that Developer shall purchase the Site from the Authority in an "AS IS" condition on the closing date. Each of the Authority and the City specifically disclaims the making of any representations or warranties, express or implied, regarding the Site or matters affecting the Site, including without limitation, the physical, soils and environmental condition of the Site.

4. SCOPE OF DEVELOPMENT; INSURANCE AND INDEMNITY, FINANCING

4.1 **Scope of Development**. The Developer shall develop the Improvements in accordance with the Scope of Development, and the approved plans, drawings and documents for the Improvements. The Improvements shall generally consist of not fewer than eight (8) single-family houses (each a "House"), as more particularly set forth in the Scope of Development. In the event of any inconsistency between the Scope of Development and the plans for the Improvements which have been approved by the City and/or City, the approved development plans shall control.

4.2 **Design Review**.

4.2.1 **Developer Submissions**. Before commencement of construction of the Improvements or other works of improvement upon the Site, the Developer shall submit to the City any plans and drawings (collectively, the "Design Development Drawings") which may be required by the City with respect to any permits and entitlements which are required to be obtained to develop the Improvements. Developer shall also be responsible to process and obtain approval of the Parcel Map and to comply with any conditions of approval. Developer, on or prior to the date set forth in the Schedule of Performance, shall submit to the City such plans for the Improvements as required by the City in order for Developer to obtain building permits for the Improvements. Within thirty (30) days after the City's disapproval or conditional approval of such plans, Developer shall revise the portions of such plans identified by the City as requiring revisions and resubmit the revised plans to the City.

4.2.2 **City Review and Approval**. The City shall have all rights to review and approve or disapprove all Design Development Drawings and other required submittals in accordance with the City Municipal Code, and nothing set forth in this Agreement shall be construed to constitute the City's approval of any or all of the Design Development Drawings or to limit or affect the City's review and right to approve, approve subject to conditions, or disapprove Design Development Drawings, plans, drawings, applications, or submittals.

4.2.3 **Revisions**. Any and all change orders or revisions required by the City and its inspectors which are required under the Municipal Code and all other applicable Uniform Codes (e.g. Building, Plumbing, Fire, Electrical, etc.) and under other applicable laws and regulations shall be included by the Developer in its Design Development Drawings and other required submittals and shall be completed during the construction of the Improvements.

4.2.4 **Defects in Plans**. The City and the Authority shall not be responsible either to the Developer or to third parties in any way for any defects in the Design Development Drawings, nor for any structural or other defects in any work done according to the approved Design Development Drawings, nor for any delays reasonably caused by the review and approval processes established by this Section 4.2.4.

4.2.5 **Land Use Approvals**. Before commencement of construction of the Improvements or other works of improvement upon the Site, the Developer shall, at its own expense, secure or cause to be secured any and all land use and other entitlements, permits, and approvals which may be required for the Improvements by the City or any other governmental agency affected by or having jurisdiction over such construction or work, except for those which are the responsibility of City as set forth herein, including without limitation a license agreement between the Developer and the City allowing entry onto the Site which indemnifies each of the Authority and the City from and against any claims made in connection with the activities of the Developer. Except as otherwise expressly set forth in Section 4.4 below, the Developer shall, without limitation, apply for and secure, and pay all costs, charges and fees associated therewith, all permits and fees required by the City, County of Riverside, and other governmental agencies with jurisdiction over the Improvements.

The Developer shall be responsible for obtaining and causing to be recorded a Parcel Map in connection with the development and financing of the Improvements.

4.3 **Time of Performance; Progress Reports**. The Developer shall submit all Design Development Drawings, commence and complete all construction of the Improvements, and satisfy all other obligations and conditions of this Agreement within the times established therefor in this Agreement. Construction of the Improvements shall be commenced within thirty (30) days after the earlier to occur of: (i) the recording of the Authority Deed, or (ii) the initial disbursement of any funds to or on behalf of the Developer pursuant to this Agreement under the City Developer Loan. Once construction is commenced, it shall continuously and diligently be pursued to completion and shall not be abandoned for more than fifteen (15) days subject to Section 8.2 hereof. During the course of construction and prior to issuance of the Certificate of Completion of Construction, Developer shall provide timely reports of the progress of construction when requested by the Executive Director. Developer shall complete construction of all of the Improvements on the Site by the time established therefor in the Schedule of Performance.

4.4 **Construction Contract**. All costs of planning, designing, developing, obtaining permits for (including permit fees), and constructing the Improvements shall be borne solely by the Developer.

4.5 **Insurance Requirements**. Until the Certificate of Completion of Construction has been issued upon completion of all of the Improvements and the House has been sold to a Program Participant, Developer shall maintain at Developer's sole expense, with insurers reasonably approved by City, the following policies of insurance in form and substance reasonably satisfactory to City:

(a) workers' compensation insurance and any other insurance required by law in connection with the Improvements;

(b) upon commencement of construction of the Improvements and at all times prior to completion of the Improvements, builder's risk-all risk insurance covering 100% of the replacement cost of all Improvements (including offsite materials) during the course of construction in the event of fire, lightning, windstorm, vandalism, earthquake, malicious mischief and all other risks normally covered by "all risk" coverage policies in the area where the Site is located (including loss by flood if the Site is in an area designated as subject to the danger of flood);

(c) following completion of the Improvements, fire and hazard "all risk" insurance covering 100% of the replacement cost of the Improvements in the event of fire, lightning, windstorm, vandalism, earthquake (if available at commercially reasonable rates), malicious mischief and all other risks normally covered by "all risk" coverage policies in the area where the Site is located (including loss by flood if the Site is in an area designated as subject to the danger of flood);

(d) public liability insurance in amounts reasonably required by the Executive Director from time to time, and in no event less than $2,000,000 for "single occurrence;" and

(e) property damage insurance in amounts reasonably required by the Executive Director from time to time, and in no event less than $2,000,000.

All such insurance shall provide that it may not be canceled or materially modified without thirty (30) days prior written notice to City. The policies required under subparagraphs (b) and (c) shall include a "lender's loss payable endorsement" (Form 438BFU) in form and substance satisfactory to City, showing City as encumbrancer. Each of Authority and City shall be an additional insured in the policies required under subparagraphs (d) and (e). No such insurance shall include deductible amounts to which City has not previously consented in writing. Certificates of insurance for the above policies (and/or original policies, if required by City) shall be delivered to City from time to time within 10 days after demand therefor. All policies insuring against damage to the Improvements shall contain an agreed value clause sufficient to eliminate any risk of co-insurance. No less than thirty (30) days prior to the expiration of each policy, Developer shall deliver to City evidence of renewal or replacement of such policy reasonably satisfactory to the City Manager. The insurance requirements as set forth in this Section 4.5 may be modified from time to time upon mutual written agreement of the City Manager (for the City and the Authority) and the Developer.

Coverage provided hereunder by Developer shall be primary insurance and not be contributing with any insurance maintained by Authority or City, and the policy shall contain such an

endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit each of Authority and City. None of the above-described policies shall require Developer to meet a deductible or self-insured retention amount of more than Five Thousand Dollars ($5,000.00) unless approved in writing by the Executive Director. All policies shall be written by good and solvent insurers qualified to do business in California and shall have a policyholder's rating of A or better in the most recent edition of "Best's Key Rating Guide -- Site and Casualty." The required certificate shall be furnished by Developer at the time set forth herein.

4.5.1 **Waiver of Subrogation**. Developer hereby waives all rights to recover against each of Authority and City (or any officer, employee, agent or representative of City or Authority) for any loss incurred by Developer from any cause insured against or required by any Project Document to be insured against; provided, however, that this waiver of subrogation shall not be effective with respect to any insurance policy if the coverage thereunder would be materially reduced or impaired as a result. Developer shall use its best efforts to obtain only policies which permit the foregoing waiver of subrogation.

4.6 **Obligation to Repair and Restore Damage Due to Casualty**. If during the period of construction or prior to conveyance of the House to a purchaser, the Improvements shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty required to be insured against by Developer, Developer shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the Improvements to substantially the same condition as the Improvements are required to be constructed pursuant to this Agreement, whether or not the insurance proceeds are sufficient to cover the actual cost of repair, replacement, or restoration, and Developer shall complete the same as soon as possible thereafter so that the Improvements can be occupied as an affordable housing project in accordance with this Agreement. In no event shall the repair, replacement, or restoration period exceed twelve (12) months from the date Developer obtains insurance proceeds unless the City Manager, in his sole and absolute discretion, approves a longer period of time. City shall cooperate with Developer, at no expense to City, in obtaining any governmental permits required for the repair, replacement, or restoration. If, however, the then-existing laws of any other governmental agencies with jurisdiction over the Site do not permit the repair, replacement, or restoration, Developer may elect not to repair, replace, or restore the Improvements by giving notice to City (in which event Developer will be entitled to all insurance proceeds but Developer shall be required to remove all debris from the applicable portion of the Site) or Developer may reconstruct such other improvements on the Site as are consistent with applicable land use regulations and approved by the City, Authority, and the other governmental City or agencies with jurisdiction, and the City may pursue remedies of its choosing under this Agreement, including without limitation termination.

4.7 **Indemnity**. Developer shall defend (by counsel satisfactory to City), indemnify and save and hold harmless City and Authority and their respective officers, contractors, agents and employees (collectively, the "Indemnitees") from and against all claims, damages, demands, actions, losses, liabilities, costs and expenses (including, without limitation, attorneys' fees and court costs) arising from or relating to: (i) this Agreement; (ii) the making of the City Developer Loan; (iii) the Site and the conveyance thereof; (iv) a claim, demand or cause of action that any person has or asserts against Developer; (v) any act or omission of Developer, any contractor, subcontractor or material supplier, engineer, architect or other person with respect to the Site; or (vi) the ownership, occupancy or use of the Site; provided that, as long as Developer has completed the Improvements and conveyed the Site in strict conformity with this Agreement (including without limitation

provisions concerning affordable housing cost and income limitations of buyers), liability with respect to this item (vi) shall be limited to the period during which the Developer owns the Site (or applicable portion thereof). Notwithstanding the foregoing portion of this Section 4.7, Developer shall not be obligated to indemnify the City with respect to the consequences of any act of gross negligence or willful misconduct of the City. Developer's obligations under this Section shall survive the satisfaction of the City Developer Note, the release and reconveyance of the City Developer Deed of Trust, issuance of the Certificate of Completion of Construction (except that the issuance of such Certificate shall constitute conclusive evidence that construction of the Improvements has been completed), and termination of this Agreement.

In the event of a default or breach under this Agreement that is caused or contributed to by the Developer, the Developer shall reimburse the City and Authority immediately upon written demand for all costs reasonably incurred by the City or Authority (including the reasonable fees and expenses of attorneys, accountants, appraisers and other consultants, whether the same are independent contractors or employees of City or Authority) in connection with the enforcement of the Project Documents and all related matters including the following: (a) the City's or Authority's commencement of, appearance in, or defense of any action or proceeding purporting to affect the rights or obligations of the parties to any Project Document, and (b) all claims, demands, causes of action, liabilities, losses, commissions and other costs against which the City or Authority is indemnified under the Project Documents. Such reimbursement obligations shall bear interest from the date occurring ten (10) days after the City or Authority gives written demand to the Developer at the same rate as is provided in this Agreement for the Homebuyer Senior Promissory Note, and shall be deemed to be secured by the Homebuyer Deed of Trust. Such reimbursement obligations shall survive the satisfaction of the City Developer Note, the release and reconveyance of the City Developer Deed of Trust, the issuance of the Certificate of Completion of Construction, and termination of this Agreement.

The Developer shall indemnify each of the Authority and the City from any real estate commissions or brokerage fees which may arise from this Agreement or the Site, including without limitation the acquisition of the Site by the Developer, or the sale or marketing of Houses and Homebuyer Properties. The Developer represents that it has engaged no broker, agent, or finder in connection with this transaction, and the Developer agrees to hold each of the Authority and the City harmless from any claim by any broker, agent or finder in connection with this Agreement, the activities by the Developer, or the Site.

4.8 **Rights of Access**. Prior to the issuance of the Certificate of Completion of Construction, for purposes of assuring compliance with this Agreement, representatives of City shall have the right of access to the Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including but not limited to, the inspection of the work being performed in constructing the Improvements so long as City representatives comply with all safety rules. City representatives shall, except in emergency situations, notify the Developer prior to exercising its rights pursuant to this Section 4.8. The rights of the City under this Section 4.8 are in addition to and do not limit the City's police power or exercise thereof.

4.9 **Compliance With Laws**. Developer shall carry out the design, construction and operation of the Improvements in conformity with all applicable Rules and Regulations and all applicable laws, including all applicable state labor standards and federal prevailing wage laws (including without limitation provisions for payment of prevailing wages in connection with all construction of the Improvements to the extent applicable), the City zoning and development

standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Code, and the Fair Housing Act, 42 U.S.C. Section 3601 *et seq.* (and 24 C.F.R. Part 100), the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*, and the California Building Standards Code, Health and Safety Code Section 18900, *et seq.* Developer, including but not limited to its contractors and subcontractors, shall comply with Labor Code Section 1720, *et seq.*, and its implementing regulations, regarding the payment of prevailing wages (the "State Prevailing Wage Law") and, if applicable, federal prevailing wage law ("Federal Prevailing Wage Law" and, together with State Prevailing Wage Law, "Prevailing Wage Laws") with regard to the construction of the Improvements, but only if and to the extent such sections are applicable to the development of the Improvements. In addition, the Developer shall be responsible for compliance with Section 3 and shall include a Section 3 clause in its construction contracts. Developer shall be solely responsible for determining and effectuating compliance with the Prevailing Wage Laws, and the Authority or City make no final representation as to the applicability or non-applicability of the Prevailing Wage Laws to the Improvements, or any part thereof. Developer hereby releases from liability, and agrees to indemnify, defend, assume all responsibility for and hold each of the Authority and the City, and their respective officers, employees, agents and representatives, harmless from any and all claims, demands, actions, suits, proceedings, fines, penalties, damages, expenses resulting from, arising out of, or based upon Developer's acts or omissions pertaining to the compliance with the Prevailing Wage Laws for the Improvements.

Without limitation as to Section 4.7 of this Agreement, Developer shall indemnify, protect, defend and hold harmless each of the Authority, the City and their respective officers, employees, contractors and agents, with counsel reasonably acceptable to Commission, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorneys' fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction, and/or operation of the Improvements, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Developer of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages and/or federal prevailing wages); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (3) failure by Developer to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the development of the Improvements, including, without limitation, any and all public works (as defined by applicable law), Developer shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this Section 4.9, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Improvements by the Developer.

4.10 **Nondiscrimination in Employment**. Developer certifies and agrees that all persons employed or applying for employment by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, pregnancy, childbirth or related medical condition, medical condition (cancer related) or physical or mental disability.

4.11 **Taxes and Assessments**. Developer shall pay prior to delinquency all ad valorem real estate taxes and assessments on the Site. Developer shall remove or have removed any levy or attachment made on any of the Site or any part thereof which is owned or leased by Developer, or assure the satisfaction thereof within a reasonable time, but in no event to exceed sixty (60) days. The Developer shall additionally defend, indemnify, and hold harmless the City and the Authority from and against any taxes, assessments, mechanic's liens, claims of materialmen and suppliers, or other claims by private parties in connection with (a) activities undertaken by the Developer or (b) the Site.

4.12 **Liens and Stop Notices**. Developer shall not allow to be placed on the Site or any part thereof any lien or stop notice. If a claim of a lien or stop notice is given or recorded affecting the Improvements the Developer shall within thirty (30) days of such recording or service or within five (5) days of City's demand whichever last occurs:

(a) pay and discharge the same; or

(b) affect the release thereof by recording and delivering to City a surety bond in sufficient form and amount, or otherwise; or

(c) provide City and Authority with indemnification from the Title Company against such lien or other assurance which City deems, in its sole discretion, to be satisfactory for the payment of such lien or bonded stop notice and for the full and continuous protection of City from the effect of such lien or bonded stop notice.

4.13 **Certificate of Completion of Construction**. Promptly after receipt of written request therefor from the Developer after completion of the Improvements in conformity with this Agreement, City shall furnish the Developer with a Certificate of Completion of Construction. The Certificate of Completion of Construction shall be a conclusive determination of satisfactory completion of the Improvements and the Certificate of Completion of Construction shall so state. Any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Site or such applicable portion shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement except for those continuing covenants as set forth in documents recorded against the Site prior to the recordation of the Certificate of Completion of Construction. If City refuses or fails to furnish a Certificate of Completion of Construction after written request from Developer, City shall, within thirty (30) days of written request therefor, provide Developer with a written statement of the reasons City refused or failed to furnish the Certificate of Completion of Construction. The statement shall also contain City's opinion of the actions Developer must take to obtain the Certificate of Completion of Construction. The Certificate of Completion of Construction is not a notice of completion as referred to in Section 3093 of the California Civil Code. Upon receipt of request therefor, the City will prepare a partial certificate, which shall conclusively evidence the completion of those Improvements located on a particular Homebuyer Property as required under this Agreement to be constructed on such Homebuyer Property.

4.14 **Further Assurances**. Developer shall execute and acknowledge (or cause to be executed and acknowledged) and deliver to City all documents, and take all actions, reason-ably required by City from time to time to confirm the rights created or now or hereafter intended to be created under the Project Documents, to protect and further the validity, priority and enforceability of

the Project Documents, the Homebuyer Agreement (including the attachments thereto), or otherwise to carry out the purposes of the Project Documents.

5. DEVELOPER'S GENERAL REPRESENTATIONS AND WARRANTIES

As a material inducement to each of Authority and City to enter into this Agreement, Developer represents and warrants to City that:

5.1 **Formation, Qualification and Compliance**. Developer (a) is a California nonprofit public benefit corporation validly existing and in good standing under the laws of the State of California; (b) has all requisite authority to conduct its business and own, purchase, improve and sell its properties. Developer is in compliance in all material respects with all laws applicable to its business and has obtained all approvals, licenses, exemptions and other authorizations from, and has accomplished all filings, registrations and qualifications with any governmental City that are necessary for the transaction of its business; (c) Developer has and will in the future duly authorize, execute and deliver this Agreement and any and all other agreements and documents required to be executed and delivered by the Developer in order to carry out, give effect to, and consummate the transactions contemplated by this Agreement; (d) Developer does not have any material contingent obligations or any material contractual agreements which could materially adversely affect the ability of the Developer to carry out its obligations hereunder; (e) There are no material pending or, so far as is known to the Developer, threatened, legal proceedings to which the Developer is or may be made a party or to which any of its property is or may become subject, which have not been fully disclosed by the Developer to the City in this Agreement which could materially adversely affect the ability of the Developer to carry out its obligations hereunder; and (f) There is no action or proceeding pending or, to the Developer's best knowledge, threatened, looking toward the dissolution or liquidation of the Developer and there is no action or proceeding pending or, to the Developer's best knowledge, threatened by or against the Developer which could affect the validity and enforceability of the terms of this Agreement, or materially and adversely affect the ability of the Developer to carry out its obligations hereunder.

Each of the foregoing items (a) to (f), inclusive, shall be deemed to be an ongoing representation and warranty. The Developer shall advise the City in writing if there is any change pertaining to any matters set forth or referenced in the foregoing items (a) to (f), inclusive.

5.2 **Execution and Performance of Project Documents**. Developer has all requisite authority to execute and perform its obligations under the Project Documents. The execution and delivery by Developer of, and the performance by Developer of its obligations under, each Project Document has been authorized by all necessary action and do not and will not violate any provision of, or require any consent or approval not heretofore obtained under, any articles of incorporation, by-laws or other governing document applicable to Developer.

5.3 **Covenant Not to Transfer Except in Conformity**. The Developer shall not sell, lease, or otherwise transfer or convey all or any part of the Site, or any interest therein, unless the Developer has first obtained the prior written consent of the City Manager, which consent shall be given as to transfers to homebuyers proposed to be made in conformity with this Agreement (but, as to other transfers, may be withheld in the City Manager's sole and absolute discretion). Any sale, lease, transfer or conveyance without such consent shall, at City's option, be void. In connection with the foregoing consent requirement, Developer acknowledges that City relied upon Developer's particular expertise in entering into this Agreement and continues to rely on such expertise to ensure

the satisfactory completion of all of the Improvements, and the marketing and sale of the Homebuyer Properties to Low Income Households each at a price which does not exceed Affordable Housing Cost to afford the community a substantial long-term, quality affordable housing resource.

6. SALE OF THE HOMEBUYER PROPERTIES; AFFORDABLE HOUSING PROGRAM PARTICIPANT DOCUMENTS; EQUITY SHARE

6.1 Sale at Affordable Housing Cost to Low Income Households; City Program Participant Documents.

6.1.1 Affordable Housing. The Developer covenants and agrees that each of the Homebuyer Properties shall be sold to an Initial Homebuyer and shall be restricted with the income and affordability requirements as set forth herein. The Developer covenants and agrees that the above-referenced occupancy, ownership and affordability requirements governing the Homebuyer Properties shall bind and be enforceable against each of the Homebuyer Properties throughout the Affordability Period.

6.1.2 Sale of the Homebuyer Properties. As set forth in the foregoing portion of Section 6.2, the Developer agrees to sell each of the Homebuyer Properties to Program Participants at a price which, in each and every case, does not exceed Affordable Housing Cost. During the Affordability Period each subsequent resale of a Homebuyer Property by the then-owner thereof shall be to a Program Participant at a price which does not exceed Affordable Housing Cost. All sales of the Homebuyer Properties shall be in compliance with Section 6.1 hereof and each purchaser shall be reviewed by City and must execute the Program Participant Documents. Developer covenants and agrees that no sales of the Homebuyer Properties shall be made to any of its employees or to persons or families related, within the fourth degree of consanguinity, to any shareholder or partner of the Developer or anyone related by blood or marriage to any such shareholder or partner.

Upon completion of those Improvements required to be constructed on the corresponding Homebuyer Property pursuant to this Agreement, the Developer shall convey by grant deed a Homebuyer Property to an Initial Homebuyer; provided that such sale shall have been accomplished in strict conformity with all requirements of this Agreement, including without limitation that all of the Conditions to Developer's Sale to Program Participant, as set forth in Section 6.4, have been satisfied, and further provided that: (i) the Program Participant executes and deposits with the Homebuyer Escrow Holder the Homebuyer Purchase and Sale Agreement, (ii) the City Developer CC&Rs are executed, recorded, and delivered to the City; (iii) the Program Participant executes and causes to be delivered to the City each of the Homebuyer Senior Note and the Homebuyer Junior Note, and (iv) the Program Participant executes, and causes to be recorded and delivered to the City each of the Homebuyer Senior Deed of Trust and the Homebuyer Junior Deed of Trust, then the City shall, as to the corresponding Homebuyer Property (but not as to the remainder of the Site), release the corresponding Homebuyer Property from the City Developer Deed of Trust. The Developer covenants to develop or to cause the development and use of the Homebuyer Properties by Program Participants in conformity with this Agreement.

In connection with each sale of a Homebuyer Property to an Initial Homebuyer, the City shall prepare and Developer shall approve escrow instructions requiring the following order of recordation: (i) the deed conveying title as to the corresponding Homebuyer Property from the Developer to such Initial Homebuyer, which shall be subject to restrictions then of record, including without limitation as set forth in the Authority Deed; then (ii) the Homebuyer Senior Deed of Trust

(or a new deed of trust prepared by City); then (iii) the Junior Deed of Trust (which affirmatively states that it is subject and subordinate to the Homebuyer Senior Deed of Trust).

The Program Participant shall fully cooperate in providing to the staff members or consultant designated by the City Manager applications and information from prospective homebuyers sufficient for the City to review and confirm that the incomes of Program Participants, loan amounts, and prices conform to this Agreement. Each transfer of a Homebuyer Property (or any portion of the Site) shall be transacted through the Escrow Holder and in conformity with this Agreement.

6.1.3 **Program Participant Price**. Developer agrees that the price that Developer will charge in connection with each Homebuyer Property will be not greater than the Affordable Housing Cost of such unit as applicable to Low Income Households as determined under Sections 50052.5 and 50079.5 of the California Health and Safety Code. It is contemplated by City and Developer that the Program Participant's purchase price will consist of a down payment by the Program Participant to be disbursed at closing to Developer, the Homebuyer Senior Loan, the Habitat Homebuyer Loan, only, and with no financing provided by any other party.

6.1.4 **Process to Complete First Transfer by Sale of House by Developer**. Upon the first sale of each Homebuyer Property by the Developer, the following procedures shall apply:

6.1.4.1 Qualifications of Proposed Transferee. No sale of a Homebuyer Property shall occur unless and until Developer first determines that the proposed transferee: (i) intends to occupy the corresponding Homebuyer Property as the proposed transferee's principal residence; and (ii) is a Low Income Household. Each proposed transferee shall submit a Proposed Transferee's Application to the Developer, the Authority and the City certifying its intent with regard to the occupancy of the corresponding Homebuyer Property and as to the truth and accuracy of all information supplied as to the gross income (calculated as set forth in 25 Cal. Code of Regs., Section 6914) of the proposed transferee.

6.1.4.2 Sales Price. Each Homebuyer Property shall be sold at an Affordable Housing Cost. In determining Affordable Housing Cost, the family size of the proposed Transferee shall be deemed to be 2 persons in the case of a 1 bedroom, 3 persons for a 2 bedroom, 4 persons for a 3 bedroom, or 5 persons for a 4 bedroom Restricted Unit. In addition, the City's calculation of the Affordable Housing Cost in connection with each respective Homebuyer Property shall be based upon the following assumptions: (i) principal and interest payments equal to those which would be due upon a mortgage loan amortized over a thirty (30) year period with an interest rate equal to the then prevailing fixed interest rates for thirty (30) year fixed-rate mortgage loans; (ii) a mortgage loan in an amount not greater than ninety five percent (95%) of the sales price after crediting the Sweat Equity Amount; and (iii) reasonable amounts for property taxes and assessments, fire and casualty insurance covering replacement value of property improvements, homeowner association fees (if any), and a utility allowance.

6.1.4.3 Certificates from Parties. With respect to each sale of each Homebuyer Property, Developer shall submit to the City, not later than two (2) weeks prior to close of escrow on the sale of the corresponding Homebuyer Property, a certificate that (i) the Developer has made the affirmative determinations required by Section 6.1.4.1 above and (ii) the sales price conforms to Section 6.1.4.2 above. The Developer shall concurrently submit to the City the Proposed Transferee's Application and all attachments thereto, the sales contract, and all other

documents or material with regard to information required by Sections 6.1.4.1 and/or 6.1.4.2 above, whether or not relied on by the Developer. Further, the Developer and proposed transferee each shall certify in writing, in a form acceptable to the City, that the sale shall be closed in accordance with, and only with, the terms of the sales contract and other documents submitted to and approved by the City and that all consideration delivered by the proposed transferee to Developer has been fully disclosed to the City. The written certificate shall also include a provision that, in the event a transfer is made in violation of the terms of this Agreement or false or misleading statements are made in any documents or certificate submitted to the City (on behalf of each of the City and the Authority) for its approval of the transfer, the City as well as the Authority shall have the right to file an action at law or in equity to seek termination and/or rescission of the sales contract and/or declare the sale void, notwithstanding the fact that the transfer may have closed and become final as between Developer and its transferee. In the event Developer fails to comply with Sections 6.1.4.1 or 6.1.4.2 above, any costs, liabilities or obligations incurred by the Developer and its transferee for the return of any monies paid or received or for any costs and legal expenses, shall be borne jointly and severally by the Developer and its transferee and such parties shall hold each of the Authority and City harmless and reimburse their expenses, legal fees and costs for any action the City and/or Authority take in enforcing the terms of this Section 6.1.4.

6.1.4.4 Delivery of Documents. In addition to the documents required to be provided by Section 6.1.4.3 above, upon the close of the proposed transfer, the Developer and transferee, as applicable, shall provide the City (on behalf of each of the City and the Authority) and Developer with a copy of the final sales contract, settlement statement, escrow instructions, a fully executed set of Program Participant Documents and any other documents which the City may reasonably request.

6.1.5 Process to Obtain Approval of Transfer of each Homebuyer Property After the First Transfer of such Homebuyer Property by Developer. The process for obtaining City approval of the transfer of each Homebuyer Property during the Affordability Period and following the first transfer of such Homebuyer Property by the Developer is set forth in the City Developer CC&Rs.

6.2 Uses. The Developer covenants and agrees to devote, use, operate, and maintain the Site in accordance with the Redevelopment Plan, the Grant Deed, the City Developer CC&Rs and this Agreement. All uses conducted on the Site, including, without limitation, all activities undertaken by the Developer pursuant to this Agreement, shall conform to the Redevelopment Plan, all applicable provisions of the Moreno Valley Municipal Code, and the recorded documents pertaining to and running with the Site.

6.3 Nondiscrimination. The Developer by and for itself and any successors in interest covenants that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, physical or mental disability or medical condition, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall the Developer itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site. The foregoing covenants shall run with the land.

All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

(b) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

(c) In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

6.4 Conditions to the Developer's Sale to Program Participants. The sale of each Homebuyer Property by Developer to Program Participant (the "Conditions to Sale to Program Participants") shall be subject to the satisfaction or waiver by the City Manager, of the following conditions precedent (a) through (i):

(a) Improvements Completed. The improvements for the corresponding Homebuyer Property shall have been completed as determined in good faith by the City Manager, following issuance of a certificate of occupancy by City as to the House located thereon.

(b) Escrow Instructions. The City Manager shall have approved the instructions for such escrow.

(c) Lien Priorities, Title Insurance and Documents Among Interested Parties. The Program Participant shall have agreed to assume the obligations of borrower under the Homebuyer Senior Note and the Junior Homebuyer Note and shall have additionally agreed to conform to all requirements under the Authority Deed, the City Developer CC&Rs, the Homebuyer Acknowledgment of CC&Rs, the Homebuyer Loan Agreement (including without limitation all attachments thereto) and the provisions of Section 2.7 hereof. The Homebuyer Senior Deed of Trust shall be a first deed of trust, subject only to the Authority Deed and the City Developer CC&Rs. The Homebuyer Junior Deed of Trust shall be a second deed of trust subject only to the Authority Deed, the City Developer CC&Rs and the Homebuyer Senior Deed of Trust.

(d) Insurance. City shall have received sufficient evidence of the issuance of a homeowner's insurance policy with a guaranteed replacement provision for the corresponding Homebuyer Property, and a lender's loss payable endorsement in its favor.

(e) Affordability and Income Requirements. The City Manager shall be satisfied that the Program Participant meets the applicable income requirements for a Low Income Household, and that the purchase price of the corresponding Homebuyer Property is at a price which does not exceed Affordable Housing Cost. Each of the Program Participant and the Developer shall cooperate in furnishing the City Manager with complete information in the form sought by the City for the purposes of verifying income eligibility and affordability.

(f) Other Matters. City shall have received such other documents and information as the Executive Director may reasonably request.

(g) Representations and Warranties. The representations and warranties of Developer contained in this Agreement shall be correct as of the close of the Homebuyer Escrow as though made on and as of that date, and City Manager shall have received a certificate to that effect signed by an officer of Developer.

(h) Conditions Precedent. All Conditions Precedent (as set forth in Section 3.1 of this Agreement) shall remain satisfied.

(i) No Default. No Event of Default by Developer shall have occurred, and no event shall have occurred which, with the giving of notice or the passage of time or both, would constitute an Event of Default by Developer, and City Manager shall have received a certificate to that effect, in form and substance reasonably satisfactory to the City Manager, signed by an officer of Developer.

6.5 Effect of Violation of the Terms and Provisions of this Agreement After Completion of Construction. The covenants established in this Agreement and the deeds shall, without regard to technical classification and designation, be binding for the benefit and in favor of the City, its successors and assigns, as to those covenants which are for its benefit. The covenants contained in this Agreement shall remain in effect for the periods of time specified therein. The covenants against discrimination shall remain in effect in perpetuity.

The City is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. The Agreement and the

covenants shall run in favor of the City, without regard to whether the City has been, remains or is an owner of any land or interest therein in the Site or in the Project Area. The City shall have the right, if the Agreement or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be entitled.

After issuance of a Certificate of Completion of Construction for all of the Improvements required by this Agreement to be developed on the corresponding Homebuyer Property, all of the terms, covenants, agreements and conditions set forth in this Agreement relating to the construction and development thereon shall cease and terminate as to such Homebuyer Property. All of the other applicable terms, covenants, and conditions set forth in this Agreement relating to use, operation, ownership, and maintenance of the Site shall survive and shall remain in full force and effect.

6.6 **Equity Share Amounts**. In the event the City receives payment of an Equity Share Amount (as provided under the Homebuyer Senior Note) on or before the forty-fifth (45th) anniversary of the Date of Agreement, the City will notify the Developer within thirty (30) days following the end of the calendar year during which payment was received by City. If the Developer requests payment in writing to the City, the City will pay to the Developer an amount equal to seventy-five percent (75%) of the amounts received by City during the preceding calendar year as Equity Share payments (but no other amounts), provided that: (i) the Developer is operating and in good standing as a qualified nonprofit, public benefit corporation under Internal Revenue Code Section 501(c)(3) and Developer is a corporation in good standing under the records of the California Secretary of State; (ii) the Developer is engaged in the provision of affordable housing. The process set forth in this Section 6.6 will be repeated annually until the earlier to occur of (i) the forty-fifth (45th) anniversary of the Date of Agreement, or (ii) the satisfaction of the corresponding Homebuyer Senior Loan(s) or the release or reconveyance of the deed of trust securing repayment of the Homebuyer Senior Loan(s), after which City shall make no payments to Developer. In the event a Program Participant who first acquires a particular House from the Developer as its first occupant occupies a House and has strictly complied with all provisions of the corresponding Homebuyer Loan Agreement, the City and the Developer will, with the concurrence of such initial Program Participant of such House, revise the allocation of Equity Share Amounts prospectively to be fifty percent (50%) Program Participant, twenty-five percent (25%) Developer and twenty-five percent (25%) City. No such adjustment shall be made for any Program Participant other than the initial Program Participant for each House.

6.7 **Allocation of Payments Received Under Homebuyer Junior Notes and Any Receipt of Revenues by Developer**. In the event the Developer receives any payments from any Program Participant or other transferee of the Site (or any portion thereof) from one or more transferee of the Site or any portion thereof (including without limitation any Program Participants), the Developer shall immediately remit the full amount of such payment to the City, and such amounts shall be treated as payments under the corresponding Homebuyer Junior Note (and, if no Homebuyer Junior Note is then outstanding, as payments under the City Developer Note). Concurrent with the conveyance of a House to the initial Program Participant as to such House in conformity with this Agreement and the corresponding Homebuyer Loan Agreement, the City shall release the Developer from that portion of the Developer's liability under the City Developer Note and the City Deed of Trust and the amount of the City Developer Note shall be deemed to be reduced by one-eighth ($1/8^{th}$) for each House so conveyed in conformity until no balance remains under the City Developer Note. The release of Developer as to one House shall not effect a release as to any other Houses or any other portion of the Site; each release shall be handled on a per-House basis.

Concerning amounts received by City as payments under one or more Homebuyer Junior Note(s), the City shall administer the amounts so received as follows: as to any such amounts received by City on or before the forty-fifth (45th) anniversary of the Date of Agreement, the City will notify the Developer within thirty (30) days following the end of the month during which payment was received by City. If the Developer requests payment in writing to the City, the City will pay to the Developer an amount equal to thirty percent (30%) of the amounts received by City during the preceding calendar year as payments under Homebuyer Junior Notes (but no other amounts), provided that: (i) the Developer is operating and in good standing as a qualified nonprofit, public benefit corporation under Internal Revenue Code Section 501(c)(3) and Developer is a corporation in good standing under the records of the California Secretary of State; (ii) the Developer is engaged in the provision of affordable housing. The process set forth in this Section 6.6 will be repeated annually until the earlier to occur of (i) the forty-fifth (45th) anniversary of the Date of Agreement, or (ii) the satisfaction of each corresponding the Homebuyer Junior Loan or the release or reconveyance of the corresponding deed(s) of trust securing repayment of the Homebuyer Junior Loans, after which City shall make no payments to Developer.

7. DEFAULTS AND REMEDIES

7.1 **Events of Default**. The occurrence of any of the following, whatever the reason therefor, shall constitute an event of default by Developer (an "Event of Default"):

7.1.1.1 Developer fails to make payment under the City Developer Note when due, and such failure is not cured within five (5) days after Developer's receipt of written notice that such payment was not received when due; or

7.1.1.2 Developer fails to perform any other obligation for the payment of money (other than payments of principal or interest) under any Project Document, and such failure is not cured within ten (10) days after Developer's receipt of written notice that such obligation was not performed when due; or

7.1.1.3 Developer fails to perform any obligation (other than obligations described in sub-paragraphs (a) and (b), above) under any Project Document, and such failure is not cured within thirty (30) days after Developer's receipt of written notice that such obligation was not performed; provided that, if cure cannot reasonably be effected within such thirty (30)-day period, such failure shall not be an Event of Default so long as Developer (in any event, within ten (10) days after receipt of such notice) commences cure, and thereafter diligently (in any event within ninety (90) days after receipt of such notice) prosecutes such cure to completion; or

7.1.1.4 Any representation or warranty in any Project Document proves to have been incorrect in any material respect when made; or

7.1.1.5 Work on the Improvements ceases for thirty (30) consecutive days for any reason (other than governmental orders, decrees or regulations, acts of God, strikes or other causes beyond Developer's control, provided that the same do not, in the aggregate and in the City Manager's reasonable judgment, threaten to delay the completion of the Improvements beyond the required completion date set forth in this Agreement); or

7.1.1.6 Developer is enjoined or otherwise prohibited by any governmental City from constructing and/or occupying the Improvements and such injunction or prohibition continues unstayed for thirty (30) days or more for any reason; or

7.1.1.7 Developer transfers or conveys the Site (or attempts to transfer or convey the Site) in any manner that is not in conformity with this Agreement; or

7.1.1.8 Developer is dissolved, liquidated or terminated, or all or substantially all of the assets of Developer are sold or otherwise transferred without the Executive Director's prior written consent;

7.1.1.9 Developer is the subject of an order for relief by a bankruptcy court, or is unable or admits its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; or Developer applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitate or similar officer for it or any part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of Developer and the appointment continues undischarged or unstayed for ninety (90) days; or Developer institutes or consents to any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, custodianship, conservatorship, liquidation, rehabilitation or similar proceeding relating to it or any part of its property; or any similar proceeding is instituted without the consent of Developer and continues undismissed or unstayed for ninety (90) days; or any judgment, writ, warrant of attachment or execution, or similar process is issued or levied against any property of Developer is not released, vacated or fully bonded within ninety (90) days after its issue or levy.

7.2 **Remedies Upon Default**. Upon the occurrence of any Event of Default, each of Authority and City may, at its respective option and in its sole and absolute discretion, do any or all of the following:

(a) By written notice to Developer, declare the principal of all amounts owing under the Project Documents, together with all accrued interest and other amounts owing in connection therewith, to be immediately due and payable, regardless of any other specified due date;

(b) In its own right or by a court-appointed receiver, take possession of the Site, enter into contracts for and otherwise proceed with the completion of the Improvements on the Site (or portions thereof) by expenditure of its own funds;

(c) Exercise any of its rights under the Project Documents and any rights provided by law, including the right to foreclose on any security and exercise any other rights with respect to any security, all in such order and manner as City elects in its sole and absolute discretion; and

(d) Seek and obtain an order for specific performance.

7.3 **Cumulative Remedies; No Waiver**. City's and Authority's respective rights and remedies under the Project Documents are cumulative and in addition to all rights and remedies provided by law from time to time. The exercise by City or Authority of any right or remedy shall not constitute a cure or waiver of any default, nor invalidate any notice of default or any act done pursuant to any such notice, nor prejudice City or Authority in the exercise of any other right or

remedy. No waiver of any default shall be implied from any omission by City or Authority to take action on account of such default if such default persists or is repeated. No waiver of any default shall affect any default other than the default expressly waived, and any such waiver shall be operative only for the time and to the extent stated. No waiver of any provision of any Project Document shall be construed as a waiver of any subsequent breach of the same provision. City's or Authority's consent to or approval of any act by Developer requiring further consent or approval shall not be deemed to waive or render unnecessary City's or Authority's consent to or approval of any subsequent act. City's or Authority's acceptance of the late performance of any obligation shall not constitute a waiver by City or Authority of the right to require prompt performance of all further obligations; City's or Authority's acceptance of any performance following the sending or filing of any notice of default shall not constitute a waiver of City's or Authority's right to proceed with the exercise of its remedies for any unfulfilled obligations; and City's or Authority's acceptance of any partial performance shall not constitute a waiver by City of any rights relating to the unfulfilled portion of the applicable obligation.

7.4 **Termination**.

7.4.1 **No Termination by the Developer**. The Developer shall not have the power to terminate this Agreement.

7.4.2 **Termination by the City**. In the event that:

(a) The Developer (or any successor in interest) assigns or attempts to assign, encumber, transfer, or convey the Agreement or any rights therein or in the Site (or any portion thereof) in violation of this Agreement; or

(b) There is a change in the ownership of the Developer contrary to the provisions of Section 5.3 hereof; or

(c) The Developer does not submit certificates of insurance, construction plans, drawings and related documents as required by this Agreement, in the manner and by the dates respectively provided in this Agreement therefor and such default or failure shall not be cured within thirty (30) days after the date of written demand therefor by the City; or

(d) The Developer does not satisfy the Conditions Precedent by the time established therefor in the Schedule of Performance; or

(e) The conveyance of the Site to the Developer is not accomplished by the time established therefor in the Schedule of Performance; or

(f) The completion of one or more of the Houses is not accomplished by the respective time(s) established therefor in the Schedule of Performance; or

(g) The Developer is otherwise in default under this Agreement and has not cured or commenced to cure such default within the time period set forth in Section 7.1 herein (or has not diligently prosecuted such cure to completion);

then, at the option of the City, thirty (30) days after written notice thereof is delivered to the Developer, this Agreement shall be terminated, and thereafter neither party shall have any further rights against the other under this Agreement. The setting forth of events as grounds for termination

shall not limit the ability of the City to seek remedies in the event this Agreement has not been terminated. The termination of this Agreement shall not limit the rights of City and/or Authority to enforce the City Developer Note, the City Developer Deed of Trust, the City Developer CC&Rs, the Authority Deed, or any Homebuyer Loan Agreement (including instruments executed in connection thereunder).

8. MISCELLANEOUS.

8.1 Transfers of Interest in Site or Agreement.

8.1.1 Prohibition. The qualifications and identity of the Developer are of particular concern to the City and Authority. It is because of those qualifications and identity that each of Authority and City has entered into this Agreement with the Developer. Accordingly, for the period commencing upon the Date of Agreement and until the expiration of the Affordability Period (a) no voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement, (b) neither Developer nor any successor or assign thereof shall make any total or partial sale, transfer, conveyance, assignment, refinancing or lease of the whole or any part of the Site or the Improvements thereon (collectively referred to herein as a "Transfer"), without the prior written approval of the City, except to the extent otherwise expressly set forth in Section 603.2 hereof. The City agrees that it shall not withhold approval of any transfer to a Low Income Household at an Affordable Housing Cost upon submittal of documentation reasonably acceptable to City that such transfer satisfies all requirements of this Agreement.

8.1.2 Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, City approval of a Transfer shall not be required in connection with the conveyance or dedication of any portion of the Site to the City or other appropriate governmental City, or the granting of easements or permits to facilitate construction of the Improvements.

8.1.3 Successors and Assigns. All of the terms, covenants and conditions of this Agreement shall be binding upon the Developer and its permitted successors and assigns. Whenever the term "Developer" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

8.1.4 Assignment by Authority. Authority may assign or transfer any of its interests hereunder to the City at any time without the consent of the Developer.

8.2 Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by a party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to: war; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; litigation; unusually severe weather; acts or omissions of the other party; acts or failures to act of a public or governmental City or entity (other than the City acting as required pursuant to this Agreement); or any other causes beyond the reasonable control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other parties within thirty (30) days of the commencement of the cause. Any requests for extension shall be in writing. Times of performance

under this Agreement may also be extended in writing by the mutual agreement of City and Developer.

Notwithstanding the foregoing portion of this Section 8.2, the Developer is not entitled pursuant to this Section 8.2 to an extension of time to perform because of past, present, or future difficulty in obtaining suitable temporary, construction, or permanent financing for the acquisition, development or operation of the Site.

8.3 **Nonliability of Officials and Employees of the City**. No member, official or employee of the City or of the Authority shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City (or the Authority) or for any amount which may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

8.4 **Obligations Unconditional and Independent.** Notwithstanding the existence at any time of any obligation or liability of City or Authority to Developer, or any other claim by Developer against City or Authority, in connection with the Site or otherwise, Developer hereby waives any right it might otherwise have (a) to offset any such obligation, liability or claim against Developer's obligations under this Agreement (including without limitation the attachments hereto), or (b) to claim that the existence of any such outstanding obligation, liability or claim excuses the nonperformance by Developer of any of its obligations under the Project Documents.

8.5 **Notices.** All notices, demands, approvals and other communications provided for in the Project Documents shall be in writing and be delivered to the appropriate party at its address as follows:

If to Developer:	Habitat for Humanity, Riverside, Inc. 2180 Iowa Avenue Riverside, California 92507 Attention: Executive Director of Habitat
If to Authority:	City of Moreno Valley 14177 Frederick Street Moreno Valley, CA 92552 Attention: Executive Director
If to City:	City of Moreno Valley 14177 Frederick Street Moreno Valley, CA 92552 Attention: City Manager

Addresses for notice may be changed from time to time by written notice to all other parties. All communications shall be effective when actually received; provided, however, that nonreceipt of any communication as the result of a change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication.

8.6 **Survival of Representations and Warranties.** All representations and warranties in the Project Documents shall survive the conveyance of the Site and have been or will be relied on by each of Authority and City notwithstanding any investigation made by City or Authority.

8.7 **No Third Parties Benefited**. This Agreement is made for the purpose of setting forth rights and obligations of Developer, Authority and City, and no other person shall have any rights hereunder or by reason hereof. There shall be no third party beneficiaries of this Agreement.

8.8 **Binding Effect; Assignment of Obligations**. This Agreement shall bind, and shall inure to the benefit of, Developer, Authority and City and their respective successors and assigns. Developer shall not assign any of its rights or obligations under any Project Document without the prior written consent of the City Manager, which consent may be withheld in the City Manager's sole and absolute discretion. Any such assignment without such consent shall, at City's option, be void. In connection with the foregoing consent requirement, Developer acknowledges that City and Authority relied upon Developer's particular expertise in entering this Agreement and continues to rely on such expertise to ensure the satisfactory completion of the Improvements and the qualification of eligible buyers and each Homebuyer Property in conformity with this Agreement.

8.9 **Counterparts**. Provided that the written approval of the City Manager is first obtained, any Project Document, other than the City Developer Note, may be executed in counterparts, all of which, taken together, shall be deemed to be one and the same document.

8.10 **Superiority of City Agreement**. Developer agrees and acknowledges that any agreements between Developer and a purchaser of each Homebuyer Property, or third parties, shall be subject and subordinate in all cases to this Agreement (including, without limitation, the Attachments hereto) and that in the event of conflict, this Agreement (including, without limitation, the Attachments hereto) shall control.

8.11 **Prior Agreements; Amendments; Consents**. This Agreement (together with the other Project Documents) contains the entire agreement among Authority, City and Developer with respect to the Site, and all prior negotiations, understandings and agreements with respect to such matters are superseded by this Agreement and such other Project Documents. No modification of any Project Document (including waivers of rights and conditions) shall be effective unless in writing and signed by the party against whom enforcement of such modification is sought, and then only in the specific instance and for the specific purpose given. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes pages 1 through 43 and Attachments 1 through 13, which constitutes the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the Authority, the City and the Developer, and all amendments hereto must be in writing by the appropriate authorities of the Authority, the City and the Developer; provided that after conveyance of the Site to the Developer, only the consent of the City shall be required.

8.12 **Governing Law**. All of the Project Documents shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Developer irrevocably and unconditionally submits to the jurisdiction of the Superior Court of the State of California for the County of Riverside or the United States District Court of the Central District of California, as City may deem appropriate, in connection with any legal action or proceeding arising out of or relating to

this Agreement or the other Project Documents. Assuming proper service of process, Developer also waives any objection regarding personal or *in rem* jurisdiction or venue.

8.13 **Severability of Provisions.** No provision of any Project Document that is held to be unenforceable or invalid shall affect the remaining provisions, and to this end all provisions of the Project Documents are hereby declared to be severable.

8.14 **Headings.** Article and section headings are included in the Project Documents for convenience of reference only and shall not be used in construing the Project Documents.

8.15 **Conflicts.** In the event of any conflict between the provisions of this Agreement and those of any other Project Document, this Agreement shall prevail; provided however that, with respect to any matter addressed in both such documents, the fact that one document provides for greater, lesser or different rights or obligations than the other shall not be deemed a conflict unless the applicable provisions are inconsistent and could not be simultaneously enforced or performed.

8.16 **Time of the Essence.** Time is of the essence of all of the Project Documents.

8.17 **Conflict of Interest.** No member, official or employee of City or Authority shall have any direct or indirect financial interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law.

8.18 **Warranty Against Payment of Consideration.** Developer warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.

8.19 **Real Estate Commissions.** Each of the City, the Authority and the Developer represents to the other party that it has not engaged the services of any finder or broker and that it is not liable for any real estate commissions, broker's fees, or finder's fees which may accrue by means of the acquisition of all or part of the Site, and agrees to hold harmless the other party from such commissions or fees as are alleged to be due from the party making such representations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

DEVELOPER:

HABITAT FOR HUMANITY, RIVERSIDE, INC.,
a California nonprofit public benefit corporation

By: _____

Its:

By: _____

Its:

CITY:

CITY OF MORENO VALLEY, a municipal corporation

By: _____
Henry T. Garcia
Its: City Manager

AUTHORITY:

HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, a public body, corporate and politic

By: _____
Henry T. Garcia
Its: Executive Director

ATTEST:

_____
Jane Halstead, City Clerk and Authority Secretary

DOCSOC/1612230v5/022432-0032

ATTACHMENT NO. 1

MAP

[to come]

ATTACHMENT NO. 2

LEGAL DESCRIPTION OF THE SITE

That real property located in the City of Moreno Valley, County of Riverside, State of California, described as follows:

[to come]

ATTACHMENT NO. 3

SCHEDULE OF PERFORMANCE

For the purposes of this Schedule of Performance, the "Date of Agreement" is May 1, 2013. The City Manager may extend by not more than ninety (90) days the time under this Schedule of Performance by which any obligation of Developer shall be performed.

1. Acknowledgment as to Fees. Developer delivers acknowledgment to City as to fees as described under Section 3.1(j).	Within twenty (20) days after the Date of Agreement
2. Satisfaction of Conditions Precedent. Developer shall satisfy the Conditions Precedent.	Not later than sixty (60) days after the Date of Agreement.
3. Closing. The Site is conveyed to the Developer, and the City Developer Note is executed and delivered to the City, and the City Developer CC&Rs and the City Developer Deed of Trust are recorded and delivered to the City.	Within thirty (30) days after the satisfaction of the Conditions Precedent and not later than the ninetieth (90th) day after the date of the Agreement.
4. Commencement of Construction. The Director shall commence construction of the Improvements, as follows: a first phase, which consists of four (4) Houses and related improvements; and a second phase, which consists of at least an additional four (4) Houses and related Improvements.	As to the first phase: Within ninety (90) days after the Date of Agreement; as to the second phase: within ninety (90) days after the first anniversary of the Date of Agreement.
5. Completion of Construction. Developer shall complete construction of the Improvements.	As to the first phase: Within one hundred (100) days after the earlier of (i) the commencement of construction or (ii) the time established in this Schedule of Performance for the commencement of construction of the first phase Improvements; and As to the second phase: Within one hundred (100) days after the earlier of (i) the commencement of construction or (ii) the time established in this Schedule of Performance for the commencement of construction of the second phase Improvements.
6. Review of Eligibility of Program Participants. The City Manager reviews eligibility.	Within thirty (30) days after receipt of a complete package sufficient for City to review affordable housing costs and income eligibility, including all documentation required pursuant to the

	Agreement and under any loan proposed to be senior to the City's loan to the corresponding Program Participant.
7. Conveyances to Initial Homebuyers. The conveyances to the Initial Homebuyers are accomplished in conformity with this Agreement.	As to the first phase: Within three hundred (300) days after the Date of Agreement; and as to the second phase: within three hundred (300) days after the first anniversary of the Date of Agreement.

ATTACHMENT NO. 4

CITY DEVELOPER NOTE

PROMISSORY NOTE SECURED BY DEED OF TRUST

$2,627,000.00 Moreno Valley, California _____, 2013

FOR VALUE RECEIVED, HABITAT FOR HUMANITY, RIVERSIDE, INC., a California nonprofit public benefit corporation (the "Developer" or "Maker"), promises to pay to the HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, a public body, corporate and politic (the "City" or "Holder"), at its offices at 14177 Frederick Street, Moreno Valley, California 92552, or at such other place as City may from time to time designate in writing, (a) the principal sum of Two Million Six Hundred Twenty-Seven Thousand Dollars ($2,627,000.00); and (b) all costs and expenses payable hereunder.

RECITALS

A. This Promissory Note (the "Note") is made pursuant to that certain Affordable Housing Agreement by and among the Developer and the City, dated as of May 1, 2013 (the "Agreement").

B. Capitalized terms not described herein shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, Developer agrees as follows:

1. **Agreement**. The principal sums hereunder have been and are being loaned by City to Developer in accordance with and pursuant to the Agreement, which is a public record on file in the office of the Secretary of the City. The terms of the Agreement are incorporated herein and made a part hereof to the same extent and with the same force and effect as if fully set forth herein. A default under any of the provisions of the Agreement shall be a default hereunder, and a default hereunder shall be a default under the Agreement. This Note shall be a nonrecourse note. Maker and Holder agree and acknowledge that in the event Developer fully performs under the Agreement, the result would be that payment will not be required under this Note, the overriding purpose of this Note being to provide assurance for the performance by the Developer under the Agreement. This Note shall be nonrecourse.

2. **Interest**. Interest shall accrue on the unpaid principal amount of this Note at the rate of three percent (3%) simple interest per annum in lawful money of the United States of America.

3. **Payment**. The entire balance due under this Note shall be paid to the City, or otherwise satisfied as provided below, upon the first to occur of: (i) the sale or other conveyance of the Site or portion thereof contrary to the Agreement; (ii) twenty-four (24) months after the Date of Agreement; (iii) the sale or other conveyance of the Site or portion thereof except in the event individual Homebuyer Properties are conveyed by Developer to Program Participants in conformity with Sections 6.1 to 6.4 of the Agreement; or (iv) the uncured default of Developer under the Agreement, this Note or the City Developer Deed of Trust. Concurrent with the conveyance of a House to the initial Program Participant as to such House in conformity with this Agreement and the corresponding Homebuyer Loan Agreement, the City shall release the Developer from that portion of

the Developer's liability under the City Developer Note and the City Deed of Trust and the amount of the City Developer Note shall be deemed to be reduced by one-eighth (1/8th) for each House so conveyed in conformity until no balance remains under the City Developer Note. The release of Developer as to one House shall not effect a release as to any other Houses or any other portion of the Site; each release shall be handled on a per-House basis.

4. **Form of Payments**. All amounts due hereunder are payable in immediately available funds and lawful monies of the United States of America.

5. **Application of Payments**. All payments shall be applied first to costs and fees owing hereunder, second to the payment of accrued interest and third to the payment of principal.

6. **Prepayment**. At any time, Developer may prepay in whole or in part the outstanding principal balance under this Note, together with all accrued and unpaid fees, costs and expenses payable hereunder, without penalty.

7. **Security**. Upon satisfaction of the Conditions Precedent, as defined in the Agreement, any remaining unpaid balance hereunder (including accrued interest, fees and costs), at the option of the City Manager of the City in his sole and absolute discretion, are secured by the City Developer Deed of Trust of even date herewith. The terms of the City Developer Deed of Trust are incorporated herein and made a part hereof to the same extent and with the same force and effect as if fully set forth herein. To the extent any unpaid balance hereunder is so secured by the City Developer Deed of Trust, a default under any of the provisions of the City Developer Deed of Trust shall be a default hereunder, and a default hereunder shall be a default under the City Developer Deed of Trust.

8. **Acceleration and Other Remedies**. Upon: (a) the occurrence of an Event of Default or (b) Developer selling, contracting to sell, giving an option to purchase, conveying, leasing, encumbering, or alienating the Site, or any interest in the Site, or suffering its title, or any interest in the Site to be divested, whether voluntarily or involuntarily, other than sales to Program Participants of Homebuyer Properties in conformity with the Agreement, without the prior written consent of the City, City may, at City's option, declare the outstanding principal amount of this Note, together with the then accrued and unpaid interest thereon and other charges hereunder, and all other sums secured by the City Developer Deed of Trust, to be due and payable immediately, and upon such declaration, such principal and interest and other sums shall immediately become and be due and payable without demand or notice, all as further set forth in the City Developer Deed of Trust. All costs of collection, including, but not limited to, reasonable attorneys' fees and all expenses incurred in connection with protection of, or realization on, the security for this Note, may be added to the principal hereunder, and shall accrue interest as provided herein. City shall at all times have the right to proceed against any portion of the security for this Note in such order and in such manner as such City may consider appropriate, without waiving any rights with respect to any of the security. Any delay or omission on the part of the City in exercising any right hereunder, under the Agreement or under the City Developer Deed of Trust shall not operate as a waiver of such right, or of any other right. No single or partial exercise of any right or remedy hereunder or under the Agreement or any other document or agreement shall preclude other or further exercises thereof, or the exercise of any other right or remedy. The acceptance of payment of any sum payable hereunder, or part thereof, after the due date of such payment shall not be a waiver of City's right to either require prompt payment when due of all other sums payable hereunder or to declare an Event of Default for failure to make prompt or complete payment.

9. **Alternate Rate.** Upon the occurrence of any Event of Default, or upon the maturity hereof (by acceleration or otherwise), the entire unpaid principal sum, at the option of City, shall bear interest, from the date of occurrence of such Event of Default or maturity and after judgment and until collection, at the "Alternate Rate", such rate being the highest interest rate then permitted by law by a City within the State of California. Interest calculated at the Alternate Rate, when and if applicable, shall be due and payable immediately without notice or demand. Developer agrees that in the event of any Event of Default, City will incur additional expense in servicing the loan evidenced by this Note and will suffer damage and loss resulting from such Event of Default. Developer agrees that in such event City shall be entitled to damages for the detriment caused thereby, which damages are extremely difficult and impractical to ascertain. Therefore, Developer agrees that the Alternate Rate (as applied to the unpaid principal balance, accrued interest, fees, costs and expenses incurred) is a reasonable estimate of such damages to City, and Developer agrees to pay such sum on demand.

10. **Waivers**. Developer and all endorsers, guarantors and sureties hereof jointly and severally waive presentment, protest, notice of protest, notice of dishonor, diligence in collection, and the benefit of any exemption under any homestead exemption laws, if applicable.

11. **Consents**. Developer and all endorsers, guarantors and sureties consent to: (a) any renewal, extension or modification (whether one or more) of the terms of the Agreement or the terms or time of payment under this Note, (b) the release or surrender or exchange or substitution of all or any part of the security, whether real or personal, or direct or indirect, for the payment hereof, (c) the granting of any other indulgences to Developer, and (d) the taking or releasing of other or additional parties primarily or contingently liable hereunder. Any such renewal, extension, modification, release, surrender, exchange or substitution may be made without notice to Developer or to any endorser, guarantor or surety hereof, and without affecting the liability of said parties hereunder.

12. **Successors and Assigns**. Whenever "City" is referred to in this Note, such reference shall be deemed to include the City of Moreno Valley and its successors and assigns, including, without limitation, any subsequent assignee or holder of this Note. All covenants, provisions and agreements by or on behalf of Developer, and on behalf of any makers, endorsers, guarantors and sureties hereof which are contained herein shall inure to the benefit of the City and City's successors and assigns.

13. **Usury**. It is the intention of Developer and City to conform strictly to the Interest Law, as defined below, applicable to this loan transaction. Accordingly, it is agreed that notwithstanding any provision to the contrary in this Note, or in any of the documents securing payment hereof or otherwise relating hereto, the aggregate of all interest and any other charges or consideration constituting interest under the applicable Interest Law that is taken, reserved, contracted for, charged or received under this Note, or under any of the other aforesaid agreements or otherwise in connection with this loan transaction, shall under no circumstances exceed the maximum amount of interest allowed by the Interest Law applicable to this loan transaction. If any excess of interest in such respect is provided for in this Note, or in any of the documents securing payment hereof or otherwise relating hereto, then, in such event:

(a) the provisions of this paragraph shall govern and control;

(b) neither Developer nor Developer's heirs, legal representatives, successors or assigns shall be obligated to pay the amount of such interest to the extent that it is in excess of the maximum amount of interest allowed by the Interest Law applicable to this loan transaction;

(c) any excess shall be deemed canceled automatically and, if theretofore paid, shall be credited on this Note by City or, if this Note shall have been paid in full, refunded to Developer; and

(d) the effective rate of interest shall be automatically subject to reduction to the Maximum Legal Rate of Interest (as defined below), allowed under such Interest Law, as now or hereafter construed by courts of appropriate jurisdiction. To the extent permitted by the Interest Law applicable to this loan transaction, all sums paid or agreed to be paid to City for the use, forbearance or detention of the indebtedness evidenced hereby shall be amortized, prorated, allocated and spread throughout the full term of this Note. For purposes of this Note, "Interest Law" shall mean any present or future law of the State of California, the United States of America, or any other jurisdiction which has application to the interest and other charges under this Note. The "Maximum Legal Rate of Interest" shall mean the maximum rate of interest that City may from time to time charge Developer, and under which Developer would have no claim or defense of usury under the Interest Law.

14. **Costs of Enforcement**. Developer agrees to pay upon demand all reasonable costs and expenses, including attorneys' fees and disbursements (including appeals), incurred by the City of this Note to enforce the terms hereof. In addition to the foregoing award of attorneys' fees, City shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to enforce any judgment in connection with this Note. This provision is separate and several and shall survive the merger of this provision into any judgment.

15. **Miscellaneous**. Time is of the essence hereof. If this Note is now, or hereafter shall be, signed by more than one party or person, it shall be the joint and several obligation of such parties or persons (including, without limitation, all makers, endorsers, guarantors and sureties), and shall be binding upon such parties and upon their respective successors and assigns. This Note shall be governed by and construed under the laws of the State of California. Developer irrevocably and unconditionally submits to the jurisdiction of the Superior Court of the State of California for the County of Riverside or the United States District Court of the Central District of California, as City hereof may deem appropriate, in connection with any legal action or proceeding arising out of or relating to this Note. Developer also waives any objection regarding personal or in rem jurisdiction or venue.

"Developer"

HABITAT FOR HUMANITY, RIVERSIDE, INC.,
a California nonprofit public benefit corporation

By: _____
Its: _____
Printed Name: _____

By: _____
Its: _____
Printed Name: _____

ATTACHMENT NO. 4-4

DOCSOC/1612232v5/022432-0032

ATTACHMENT NO. 5

CITY DEVELOPER DEED OF TRUST

WHEN RECORDED MAIL TO:

City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552
Attn: City Manager

APN _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE
(This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.)

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)

This **DEED OF TRUST** is made as of _____, 2013 between **HABITAT FOR HUMANITY, RIVERSIDE, INC.**, a California nonprofit public benefit corporation ("Trustor"), whose address is 2180 Iowa Avenue, Riverside, California 92507, **TICOR TITLE COMPANY OF CALIFORNIA** ("Trustee"), and the **HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY**, a public body, corporate and politic ("Beneficiary").

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of Moreno Valley, County of Riverside, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) that certain Promissory Note more particularly described below, executed and delivered pursuant to an Affordable Housing Agreement between Trustor and Beneficiary dated as of May 1, 2013 (the "Agreement"; a copy of the Agreement is on file with the Beneficiary as a public record. All capitalized terms not defined herein shall have the meanings established therefore under the Agreement unless the context requires otherwise. This Deed of Trust secures payment under that certain promissory note dated as of _____, 2013, made by Trustor in favor of Beneficiary in the principal sum of U.S. $2,627,000.00 (the "Promissory Note"), and extensions or renewals thereof with the balance of the indebtedness, due and payable on occurrence of an event of acceleration as defined in the Promissory Note, (2) the performance of each agreement of Trustor incorporated by reference or contained herein, the default under any of which shall constitute a default hereunder, (3) payments, if any, otherwise due and payable under the Agreement, (4) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust, and (5) performance under Exhibit "B" which is attached hereto and incorporated herein by reference.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually

agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Riverside County on August 18, 1964, commencing at Book 3778, Page 347 of Official Records of the County Recorder for the County of Riverside shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B thereof (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

IN WITNESS WHEREOF, Trustor has duly executed this Deed of Trust as of the date first above written.

"Trustor":

HABITAT FOR HUMANITY, RIVERSIDE, INC.,
a California nonprofit public benefit corporation

By: _____
Its: _____
Printed Name: _____

By: _____
Its: _____
Printed Name: _____

ATTACHMENT NO. 5-2

DOCSOC/1612232v5/022432-0032

EXHIBIT A

LEGAL DESCRIPTION

That real property located in the City of Moreno Valley, County of Riverside, State of California, described as follows:

[To come]

APN [to come]

EXHIBIT B

RIDER TO DEED OF TRUST

Exhibit B to Deed of Trust with Assignment of Rents dated as of _____, 2013 ("the "Deed of Trust"), executed by Habitat for Humanity, Riverside, Inc., a California nonprofit public benefit corporation, as "Trustor", to TICOR Title Company of California, a California corporation, as "Trustee", for the benefit of the Housing Authority of the City of Moreno Valley, a public body, corporate and politic, as "Beneficiary".

1. DEFAULT. A default or breach under any of the following shall, at Beneficiary's option, constitute a default under this Deed of Trust:

(a) A default under that certain Affordable Housing Agreement, executed by Trustor as Developer and Beneficiary, as City;

(b) A breach of the Conditions, Covenants, and Restrictions ("City Developer CC&Rs", as so defined under the Agreement) of even date herewith, executed by the Trustor, as Developer; or

(c) A default under any other deed of trust encumbering the Property.

2. DUE ON SALE OR ENCUMBRANCE. In the event of any Transfer (as defined below) of the Property, or any portion thereof or interest therein, Beneficiary shall have the absolute right at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. As used herein, the term "Transfer" means and includes the direct or indirect sale, transfer, conveyance, mortgage, further encumbrance, assignment, or other alienation of the Property, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, the execution of any installment land sale contract, sales agreement or similar instrument affecting all or a portion of the Property, granting of an option to purchase any portion of or interest in the Property or any interest therein, or the lease of all or substantially all of the Property or of all or substantially all of the improvements situated on the Property; provided that a sale of the Property to a Low Income Household at an Affordable Housing Cost with City's prior written approval accomplished in strict conformity with Section 4 of the Homebuyer Loan Agreement shall not be deemed to constitute grounds for acceleration under this Deed of Trust. Failure of Beneficiary to exercise the option to declare all sums secured hereby immediately due and payable upon a Transfer will not constitute waiver of the right to exercise this option in the event of any subsequent Transfer.

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) to pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation thereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To Pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof

regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance or any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE
TO _____, TRUSTEE

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed on payment to you of any sums owning owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated: _____

_____

_____

Please mail Deed of Trust,
Note and Reconveyance to

_____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

DEED OF TRUST
with power of sale

_____
TRUSTEE

EXHIBIT B TO ATTACHMENT NO. 5-5

DOCSOC/1612232v5/022432-0032

ATTACHMENT NO. 6

HOMEBUYER LOAN AGREEMENT

THIS HOMEBUYER LOAN AGREEMENT (the "Agreement") is made this _____ day of _____, 2013 by and among [NAME OF HOMEBUYER], a [capacity] ("Program Participant" or "Trustor") and the CITY OF MORENO VALLEY, a municipal corporation (the "City" or "Beneficiary").

RECITALS

A. The City entered into an agreement (the "Affordable Housing Agreement", dated as of May 1, 2013) with Habitat for Humanity, Riverside, Inc. (the "Seller") under which Seller purchased certain property (the "Site") from the City and was required to build eight (8) houses thereon.

B. Seller divided the Site into not fewer than eight (8) lots. Subsequently, Program Participant has agreed with Seller that Seller and Program Participant shall construct one (1) single-family dwelling (the "Program Participant House") on that certain property known as [insert address or APN], Moreno Valley, California, and more particularly described in Exhibit "A" hereto (the "Property").

C. Program Participant requires assistance to purchase the Property and would not be able to purchase the Property without such assistance. Program Participant is a Low Income household (as defined in Section 4, below) and currently earns more than fifty percent (50%) but less than eighty percent (80%) of the current annual median income for the Riverside County area, as those terms are defined by California Health and Safety Code Sections 50079.5 and 50052.5.

D. Program Participant has represented to the City and to the Seller that Program Participant and Program Participant's immediate family intend to reside at the Program Participant House on the Property at all times throughout the term of this Agreement.

E. The City desires to assist persons of Low Income to purchase residential property as part of its efforts to increase, improve, and preserve Low Income housing available at an affordable housing cost within the corporate limits of the City.

F. The City wishes to lend, and Program Participant wishes to borrow, funds to assist Program Participant to purchase the Property upon the terms and conditions set forth herein.

G. Program Participant represents and warrants to City that Program Participant and Program Participant's immediate family intend to reside in the Property as the family's principal residence at all times during the period of Program Participant's ownership of the Property.

H. For an approximately 45-year period as set forth in Section 4 hereof as the "Affordability Period", the Property may only be transferred to Low Income Households at an Affordable Housing Cost ("Eligible Persons and Families") which transferee(s) execute agreements with the City substantially in the form of this Agreement along with the attachments hereto, or assumptions in form acceptable to and approved by City.

NOW, THEREFORE, for good and valuable consideration the parties agree as follows:

1. Homebuyer Senior Loan and Homebuyer Junior Loan. In connection with the purchase of the Property by the Program Participant from the Seller, the City shall be deemed to have loaned to Program Participant the amount of Two Hundred Six Thousand Two Hundred Fifty Dollars ($206,250.00), which loan is referred to herein as the "Homebuyer Senior Loan", and additionally the amount of Two Hundred Thousand Dollars ($200,000.00), which loan is referred to at the "Homebuyer Junior Loan". The Homebuyer Senior Loan shall be entered by the "Homebuyer Senior Note" as described below, and the Homebuyer Junior Loan shall be entered by the "Homebuyer Junior Note' as described below. No money will be disbursed by the City at Closing in connection with the Homebuyer Senior Loan; the Homebuyer Senior Loan represents the estimated equity in the Property provided by the efforts of the City and reflects the difference between (i) the fair market value of the Property as of the date of the Purchase Agreement and (ii) the purchase price of Two Hundred Thousand Dollars ($200,000) (the "Original Homebuyer Purchase Price") under the purchase agreement between the Program Participant and Seller dated as of _____, 2013 (the "Purchase Agreement") plus the "Sweat Equity Amount" as described below. After the recording of the deed from Seller conveying title to the Property to the Program Participant (the "Seller Deed", which shall be substantially in the form of Exhibit "K" hereto), the Program Participant shall make payments to City as required under the Homebuyer Junior Loan and, to the extent required, the Homebuyer Senior Loan, respectively. City will administer the allocation of payments between City and Seller; such allocation is a matter with which Program Participant need not be concerned.

Prior to the conveyance of the Property to Program Participant by Seller, Program Participant shall execute and deliver to the City a promissory note in favor of the City as holder, in the form of the "Homebuyer Senior Note" attached hereto as Exhibit "B" and incorporated herein. Program Participant shall also execute and deliver to the City a deed of trust, duly recorded, encumbering the Property which shall secure the Homebuyer Senior Note (the "Homebuyer Senior Deed of Trust"), in the form of Exhibit "C" attached hereto and incorporated herein. The terms of the Homebuyer Senior Note are set forth in subsections (a), (b) and (c) of this Section 1. Program Participant shall also execute and deliver to the City a promissory note in favor of the City as holder, in the form of the "Homebuyer Junior Note" attached hereto as Exhibit "I" and incorporated herein. Program Participant shall also execute and deliver to the City a deed of trust, duly recorded, encumbering the Property which shall secure the Homebuyer Junior Note (the "Homebuyer Junior Deed of Trust"), in the form of Exhibit "J" attached hereto and incorporated herein. The Homebuyer Junior Note requires that Program Participant make scheduled monthly payments as further described in the Homebuyer Junior Note.

In addition, Program Participant shall execute and deliver to the City, duly recorded, the "Homebuyer Acknowledgment of Covenants" (in the form of Exhibit "H" to this Agreement), duly recorded. By this agreement and under the Homebuyer Acknowledgment of Covenants, the Program Participant agrees that the Property is subject to and Program Participant agrees to comply with the provisions of each of (i) the "Authority Deed" (as recorded as Document No. _____ among the official land records of the County Recorder of the County of Riverside) and that certain Declaration of Conditions, Covenants and Restrictions recorded as Document No. _____ among the official land records of the County Recorder of the County of Riverside (the "City Developer CC&Rs"). Program Participant agrees and acknowledges that Program Participant has been provided with and has reviewed a copy of each of the Authority Deed and the City Developer CC&Rs and each and every document referenced therein.

(a) Homebuyer Junior Note. Program Participant shall execute, as maker, and deliver to City, a promissory note in favor of City, as holder, in the form of Exhibit "I" (the "Homebuyer Junior Note") attached hereto and incorporated herein by this reference As more particularly provided in the Homebuyer Junior Note, the essential terms and conditions of the Homebuyer Junior Note are as follows:

(i) Homebuyer Junior Note Provisions. The Homebuyer Junior Note shall be for the original principal amount of Two Hundred Thousand Dollars ($200,000.00) (the "Homebuyer Junior Note Amount"). Payment shall be secured by the Homebuyer Junior Deed of Trust. The Homebuyer Junior Note shall contain the following provisions:

(aa) Interest Rate. The Homebuyer Junior Note Amount shall accrue no (0%) interest unless and until an event of acceleration occurs as described in the Homebuyer Junior Note.

(bb) Time of Payment. Regular monthly payments, due on the first date of each month commencing after recording of the Seller Deed, shall be made by Program Participant to City. The amount of such payments is set forth on the Homebuyer Junior Note. Program Participant shall make all payments under the Homebuyer Junior Note and the City.

(cc) Acceleration. The whole of the Homebuyer Junior Note Amount and all other payments due hereunder shall become due and immediately payable to City by Program Participant upon the occurrence of any one of the following events of acceleration:

(1) Program Participant sells or transfers the Property (or any part thereof) by any means, including, without limitation, the lease, exchange or other disposition of the Property or any interest therein, whether voluntary or involuntary, except (A) a sale of the Property to a qualified Low Income Household at an Affordable Housing Cost with City's prior written approval accomplished in strict conformity with this Agreement, or (B) the transfer of the Property solely as a result of the marriage, divorce, incompetence or death of one or more individuals constituting Program Participant, so long as the transferee(s) give written notice supported by reasonable evidence of such event to City within thirty (30) days of its occurrence and the transferee(s) assume Program Participant's obligations under this Agreement, by execution of an assignment and assumption agreement to be provided by City, or (C) a sale or transfer which under federal law would not, by itself, permit City to exercise a due on sale or due on encumbrance clause;

(2) Program Participant is in violation of this Agreement, the Homebuyer Senior Note or the Homebuyer Junior Loan.

(3) Program Participant fails to occupy the Property as Program Participant's principal residence or is in default of any other obligation under this Agreement.

At the request of Program Participant, and for a specific occasion, City may, in its sole and absolute discretion, in writing waive the requirements of this subsection (cc) and defer repayment and/or extend the term of the Homebuyer Junior Note Amount. Any waiver or deferment shall be on a case by case basis, and no future rights for waiver or deferment shall arise or be implied.

(dd) Security. Payment under the Homebuyer Junior Note, shall be secured by a deed of trust and rider thereto encumbering the Property, substantially in the form attached hereto as Exhibit "J" hereto (the "Homebuyer Junior Deed of Trust"). The Homebuyer Junior Deed of Trust shall be executed by Program Participant, as trustor, in favor of City, as beneficiary. The Homebuyer Junior Deed of Trust shall be subordinate only to the City Developer CC&Rs as well as the Homebuyer Senior Deed of Trust.

(ee) No Subordination. The lien that secures payment under the Homebuyer Junior Note shall not be subordinate to any other deed of trust other than the Homebuyer Senior Deed of Trust.

(ff) Prepayment. Program Participant may prepay amounts under the Homebuyer Junior Note. However, the restrictions of the City Developer CC&Rs and the Homebuyer Senior Deed of Trust shall continue in full force and effect, notwithstanding any such prepayment or other payments without regard to amount.

(gg) Assumption Under Homebuyer Junior Note. The Homebuyer Junior Note may be assumed only by a qualified subsequent purchaser of the Property which purchaser has obtained the prior written approval of the City.

(hh) Participant's Waivers. As to the Homebuyer Junior Note, Program Participant waives any rights to require City to: (i) demand payment of amounts due (known as "presentment"), (ii) give notice that amounts due have not been paid (known as "notice of dishonor") and (iii) obtain an official certification of nonpayment (known as "protest").

(b) Repayment Under the Homebuyer Junior Note. If there is an event of acceleration pursuant to Section 1(a)(i)(cc)(1) above, Program Participant shall pay amounts due under the Homebuyer Junior Note.

(i) Homebuyer Junior Note Amount Due In Full. The whole of the Homebuyer Junior Note Amount shall be due in full when an event of acceleration occurs. The process shall be repeated and the whole of the Homebuyer Senior Note Amount shall be due and payable upon each and every occurrence of an event of acceleration which takes place during the Affordability Period. After paying all costs and fees relating to the transaction, if any (such as escrow fees, transfer taxes, recording fees, brokerage commissions and similar costs), the proceeds of any such transaction (or, in the case of any event of acceleration other than a sale, an amount representing the appraised value of the Property as determined by an appraiser retained for such purpose by the City) shall be distributed or applied in the following order of priority:

(aa) Payment to City Homebuyer Junior Note up to the original principal amount of the Homebuyer Junior Note;

(bb) Repayment to City of the principal amount due under the Homebuyer Senior Note;

(cc) Payment to City of all other amounts due under the Homebuyer Senior Note;

(dd) Payment to City of any other amounts due under the Homebuyer Loan Agreement; and

(ee) Payment to the Program Participant of any equity share allocable to Program Participant under the Homebuyer Junior Loan.

(c) Homebuyer Senior Note. Program Participant shall execute, as maker, and deliver to City (or deliver to escrow for delivery to City at Closing), a promissory note in favor of City, as holder, in the form of Exhibit "B" (the "Homebuyer Senior Note") attached hereto and incorporated herein by this reference As more particularly provided in the Homebuyer Senior Note, the essential terms and conditions of the Homebuyer Senior Note are as follows:

(i) Homebuyer Senior Note Provisions. The Homebuyer Senior Note shall be for the original principal amount of Two Hundred Six Thousand Two Hundred Fifty Dollars ($206,250.00) (the "Homebuyer Senior Note Amount"). Payment shall be secured by the Homebuyer Senior Deed of Trust. The Homebuyer Senior Note shall contain the following provisions:

(aa) Interest Rate. The Homebuyer Senior Note Amount shall accrue no (0%) interest unless and until an event of acceleration occurs as set forth in Section 1(a)(i)(cc), in which event an "Equity Share Amount" as described in Section 1(e) hereof shall become due and payable by the Program Participant. The Homebuyer Senior Note shall, however, include provisions for equity share payments as referenced in subsection (e) of this Section 1.

(bb) Time of Payment. In the event that Program Participant is in compliance with all of the requirements of this Agreement and the Homebuyer Senior Note Amount has not earlier become due and payable, as provided in Paragraph (cc) below, the Homebuyer Senior Note Amount shall be due and payable on the forty-fifth (45th) anniversary of the date of the Homebuyer Senior Note.

(cc) Acceleration. The whole of the Homebuyer Senior Note Amount, the Equity Share Amount, and all other payments due hereunder shall become due and immediately payable to City by Program Participant upon the occurrence of any one of the following events of acceleration:

(1) Program Participant sells or transfers the Property (or any part thereof) by any means, including, without limitation, the lease, exchange or other disposition of the Property or any interest therein, whether voluntary or involuntary, except (A) a sale of the Property to a qualified Low Income Household at an Affordable Housing Cost with City's prior written approval accomplished in strict conformity with this Agreement, or (B) the transfer of the Property solely as a result of the marriage, divorce, incompetence or death of one or more individuals constituting Program Participant, so long as the transferee(s) give written notice supported by reasonable evidence of such event to City within thirty (30) days of its occurrence and the transferee(s) assume Program Participant's obligations under this Agreement, by execution of an assignment and assumption agreement to be provided by City, or (C) a sale or transfer which under federal law would not, by itself, permit City to exercise a due on sale or due on encumbrance clause;

(2) Program Participant is in violation of this Agreement, the Homebuyer Junior Loan or the Homebuyer Senior Note.

(3) Program Participant fails to occupy the Property as Program Participant's principal residence or is in default of any other obligation under this Agreement.

At the request of Program Participant, and for a specific occasion, City may, in its sole and absolute discretion, in writing waive the requirements of this subsection (cc) and defer repayment and/or extend the term of the Homebuyer Senior Note Amount. Any waiver or deferment shall be on a case by case basis, and no future rights for waiver or deferment shall arise or be implied.

(dd) Security. Payment under the Homebuyer Senior Note, shall be secured by a deed of trust and rider thereto encumbering the Property, substantially in the form attached hereto as Exhibit "C" hereto (the "Homebuyer Senior Deed of Trust"). The Homebuyer Senior Deed of Trust shall be executed by Program Participant, as trustor, in favor of City, as beneficiary. The Homebuyer Senior Deed of Trust shall be subordinate only to a Declaration of Conditions, Covenants and Restrictions recorded on _____, 2013 as Document No. _____ among the official land records of the County of Riverside (the "City Developer CC&Rs").

(ee) No Subordination. The lien that secures payment under the Homebuyer Senior Note shall not be subordinate to any other deed of trust.

(ff) Prepayment. Program Participant may prepay amounts under the Homebuyer Senior Note. However, notwithstanding the making of any prepayments, the Program Participant (and any successors) shall remain responsible for Equity Share Payments to the City. In any event, the restrictions of the City Developer CC&Rs shall continue in full force and effect, notwithstanding any such prepayment or other payments without regard to amount.

(gg) Assumption Under Homebuyer Senior Note. The Homebuyer Senior Note may be assumed only by a qualified subsequent purchaser of the Property which purchaser has obtained the prior written approval of the City.

(hh) Participant's Waivers. As to the Homebuyer Senior Loan, Program Participant waives any rights to require City to: (i) demand payment of amounts due (known as "presentment"), (ii) give notice that amounts due have not been paid (known as "notice of dishonor") and (iii) obtain an official certification of nonpayment (known as "protest").

(d) Repayment Under the Homebuyer Senior Note. If there is an event of acceleration pursuant to Section 1(a)(i)(cc)(1) above, Program Participant shall pay amounts due under the Homebuyer Senior Note.

(i) Homebuyer Senior Note Amount Due In Full. The whole of the Homebuyer Senior Note Amount, including without limitation the Equity Share Amount, shall be due in full when an event of acceleration occurs. The process shall be repeated and the whole of the Homebuyer Senior Note Amount, including without limitation the Equity Share Amount, shall be due and payable upon each and every occurrence of an event of acceleration which takes place

during the Affordability Period. After paying all costs and fees relating to the transaction, if any (such as escrow fees, transfer taxes, recording fees, brokerage commissions and similar costs), the proceeds of any such transaction (or, in the case of any event of acceleration other than a sale, an amount representing the appraised value of the Property as determined by an appraiser retained for such purpose by the City) shall be distributed or applied in the following order of priority:

(aa) Repayment to City of the principal amount due under the Homebuyer Senior Note;

(bb) Payment to City of all other amounts due under the Homebuyer Senior Note;

(cc) Payment to City of the principal amount due under the Homebuyer Junior Note;

(dd) Payment to City of all other amounts due under the Homebuyer Junior Note;

(ee) Payment to City of any other amounts due under the Homebuyer Loan Agreement;

(ff) Payment to the Program Participant of any equity share allocable to Program Participant; and

(gg) the remainder, if any, shall be allocated 30% to Seller and 80% to City.

(e) Equity Share Amount(s). In the event the Homebuyer Senior Note Amount becomes due and payable pursuant to Section 1 above, Trustor shall pay to Beneficiary the "Equity Share Amount", as hereafter defined. An Equity Share Amount shall be payable each and every time an event described in Section 1(a)(i)(cc)(1) occurs during the Affordability Period.

(1) Calculation of Equity Share Amount. The "Equity Share Amount" means an amount equal to a percentage share of the appreciation of the Property determined by multiplying a variable percentage factor ("Variable Applicable Factor") by the difference between the Sales Price and the Purchase Price.

(2) Variable Applicable Factor Calculation. The Variable Applicable Factor shall be calculated by dividing the Beneficiary's total initial equity contribution ("City/Authority Contribution") by the sum of the City/Authority Contribution plus the Trustor's total initial equity contribution, including the "Sweat Equity Amount" as described below ("Participant Contribution"). In other words the City/Authority Contribution shall be the numerator, and the sum of the City/Authority Contribution plus the Participant Contribution shall be the denominator of a fraction that equals a percentage that is the Variable Applicable Factor (subject to subsection (i)).

$$\textbf{Variable Applicable Factor} = \frac{\textbf{City/Authority Contribution}}{\textbf{City/Authority Contribution + Participant Contribution}}$$

For example, if the City/Authority Contribution equals $206,250 (for purposes of illustration) and the Participant Contribution equals $30,000, the Variable Applicable Factor would equal 87.30% ($206,250 divided by the sum of $206,250 plus $30,000).

$$\textbf{87.30\% (Variable Applicable Factor)} = \frac{\textbf{\$206,250 (City/Authority Contribution)}}{\textbf{\$206,250 (City/Authority Contribution) + \$30,000 = (\$236,250) (Participant Contribution)}}$$

The "City/Authority Contribution" is the sum of the following amounts contributed by Beneficiary to the value of the Property, determined as follows: (i) principal amount of the Promissory Note Amount; (ii) the Affordable Housing Cost Subsidy, as hereinafter defined, to the extent not already counted within the principal amount of the Homebuyer Senior Note Amount; and (iii) the principal amount(s) of any other loan(s) or subsidy(ies) provided by the City (or City).

The "Participant Contribution" is the sum of the following amounts contributed by Trustor to the value of the Property: (i) the amount of Thirty Thousand Dollars ($30,000.00) (the "Sweat Equity Amount"), which represents the agreed upon value of the work provided by the Program Participant; (ii) Trustor's cash down payment plus Trustor's portion of closing costs; and (iii) the original principal amount of loans(s) or other subsidy(ies) secured by Program Participant or trustor, (excluding and other than loan(s) or subsidy(ies) provided by City or City) and applied by Program Participant towards the purchase of the Property.

The "Purchase Price" is the original purchase price paid by Program Participant (or trustor as the qualified successor owner of the Property) to the seller of the Property ("Seller") for Seller's interest in the Property, exclusive of escrow fees, title insurance costs, broker's commissions, loan fees or any other closing or transaction costs. Subject to the provisions set forth hereinbelow, the value of Qualified Capital Improvements shall be added to the Purchase Price when calculating the Equity Share Amount(s).

The "Sales Price" is the price to be paid by the prospective buyer of the Property ("Buyer") to Program Participant (or trustor as the qualified successor owner of the Property) for Program Participant's (or Trustor's) interest in the Property, exclusive of reasonable escrow fees, title insurance costs, broker's commissions, loan fees or any other closing or transaction costs. The Sales Price shall be established in conformity with subsection (h)(i) hereof. In the event of Program Participant's (or Trustor's) refinancing, failure to occupy, or default, the "Sales Price" shall be established in conformity with subsection (h)(ii) hereof.

The "Affordable Housing Cost Subsidy" is an amount of subsidy City has provided to Trustor by making the Property available for purchase at a price which constitutes Affordable Housing Cost. The Affordable Housing Cost Subsidy is deemed to equal the difference between: (i) the sum of Two Hundred Fifty Thousand Dollars ($250,000), which amount is deemed to represent the fair market value of the Property as of the date of the Purchase Agreement and (ii) the Original Homebuyer Purchase Price.

Notice to City. Program Participant (or Program Participant's heirs following the death of Program Participant) agrees to notify City not less than thirty (30) days prior to (i) the opening of escrow for the sale of the Property, (ii) the signing of any agreements or documents

related to the transfer, including, without limitation, lease, exchange or other disposition of any interest in the Property, (iii) any proposed refinancing, or (iv) the close of Program Participant's probate estate. Nothing in this Section 1(c), however, shall be construed to authorize the Property to be leased or rented.

(3) Using the Variable Applicable Factor to Determine the Equity Share Amount. The Equity Share Amount is calculated by multiplying the Variable Applicable Factor by the difference between the Sales Price and the Purchase Price. For example, if the Variable Applicable Factor equals 87.30%, the Equity Share Amount would then equal 87.30% (Variable Applicable Factor) x (Sales Price minus the Purchase Price).

In the above example, if the Sales Price equals $500,000 and the Purchase Price (for a sale occurring prior to the fifth anniversary of the acquisition of the Homebuyer Property by the original owner and assuming no Qualified Capital Improvements) equals $250,000, the Equity Share Amount would equal $218,250 (87.30% x ($500,000 minus $250,000)). Note: the setting forth of the examples herein does not indicate that such sales are permitted; the restrictions as to affordable housing cost and Low Income households are set forth in the Agreement and the City Developer CC&Rs will apply.

87.30% (Variable Applicable Factor) x $250,000 (Sales Price – Purchase Price) = $218,250 (Equity Share Amount).

Using the same example but assuming that the sale takes place after the fifth and prior to the sixth anniversary of the acquisition of the Homebuyer Property by the original owner, the Equity Share Amount would equal $215,750 (87.30% Variable Rate Factor [87.30 – 1 = 86.30] x $250,000 [Sales Price – Purchase Price] = $215,750 [Equity Share Amount]).

(4) Calculation of Equity Share Amount for Subsequent Buyers (Participants). If pursuant to the Agreement, a Buyer has fully assumed the Trustor's obligations under the Agreement, the Homebuyer Senior Note and the Homebuyer Senior Deed of Trust, and such Buyer causes an event of acceleration to occur, the Equity Share Amount to be paid by such Buyer shall be calculated by multiplying the Variable Applicable Factor, established in (b) above, by the difference between the Sales Price, established in conformity with (h) hereof, and the Purchase Price.

(5) Credits for Trustor. Notwithstanding the foregoing portion of this Section 1(c), in calculating the Variable Applicable Factor, in the event the Program Participant occupies the Homebuyer Property in conformity with each of the Homebuyer Loan Agreement, and the City Developer CC&Rs for a period of not less than five (5) years (measured by anniversary of the date of acquisition of the corresponding Homebuyer Property by such Program Participant), the Variable Applicable Factor shall be reduced by one (1) percentage point. Thereafter, for each additional year that such Program Participant remains in conforming occupancy of the Homebuyer Property, the Variable Applicable Factor shall be reduced by two-tenths of one percentage point (.2). In the event of a change of ownership of the Homebuyer Property, the Variable Applicable Factor shall revert to the original percentage (as set forth in the illustrative example above, eighty seven and three-tenths percent [87.30%]), and the process for the availability of credits in respect to conforming occupancy of the Homebuyer Property shall be repeated in the manner described in the foregoing portion of this subsection (5).

(6) Qualified Capital Improvements. The value of any Qualified Capital Improvements completed by Trustor during Trustor's ownership of the Property shall be added to the Purchase Price when calculating the Equity Share Amount only if, not later than thirty (30) days prior to the Event of Acceleration causing the Equity Share Amount to become immediately due and payable pursuant to Section 1 hereof, Trustor submits the following to Beneficiary: (i) an itemized list of the Qualified Capital Improvements, (ii) reliable proof of completion of the Qualified Capital Improvements (as evidenced e.g., by final building permits, certificate of completion or original paid invoices or construction contracts), and (iii) an appraisal from a certified appraiser, in form and substance reasonably acceptable to the City Manager, the conclusion of which is that the Qualified Capital Improvements have added the stated amount to the fair market value of the Property.

If, within (30) days of receipt of the information concerning the Qualified Capital Improvements, Beneficiary questions the claimed increase in the value of the Property by reason of said Qualified Capital Improvements, Beneficiary and Trustor may, by mutual agreement, establish the value of the Qualified Capital Improvements or Beneficiary may require an appraisal of the Property, at Trustor's expense, by a second independent certified appraiser appointed by the Beneficiary to determine the fair market value of the Qualified Capital Improvements.

(dd) Determination of Sales Price; Appraisal.

(1) Upon Sale of the Property. In the event of a proposed sale of the Property by the Program Participant and not less than thirty (30) days after City receives actual notice of the opening of escrow in connection therewith, the City may elect to appoint a certified, independent appraiser to conduct an appraisal of the Property, at Program Participant's expense, to assist City in determining if the Sales Price is at or near the fair market value of the Property at such time. If the Sales Price is determined by the appraisal to be three percent (3%) or more below the fair market value of the Property as estimated in said appraisal, then the "Sales Price" for purposes of determining the Equity Share Amount shall be the fair market value of the Property established in said appraisal.

(2) Upon Refinancing/Failure to Occupy/Default. In the event of failure to occupy the Property in accordance with the Agreement, or default or breach of any provision of the Agreement which causes the Equity Share Amount to become immediately due and payable, the "Sales Price" for purposes of determining the Equity Share Amount shall be determined by an appraisal of the Property. City shall appoint a certified independent appraiser to conduct an appraisal of the Property, at Program Participant's expense. Program Participant agrees that in such event the Equity Share Amount shall be the Applicable Factor multiplied by the difference between the Original Purchase Price and "Sales Price" as established by the appraised value of the Property at the time of such refinancing, failure to occupy, or default of the Agreement.

(3) Appraisal Cost. In the event Program Participant fails to pay for the costs of any appraisal(s) required by this Section 1, the unpaid amount(s) shall constitute a lien against the Property.

(ee) **Program Participant's Acknowledgment of Equity Share Amount. PROGRAM PARTICIPANT ACKNOWLEDGES AND AGREES THAT UPON EACH SALE, TRANSFER OR REFINANCING OF THE PROPERTY OR OTHER EVENT OF ACCELERATION, PROGRAM PARTICIPANT SHALL PAY TO CITY A EQUITY**

SHARE AMOUNT EQUAL TO A PERCENTAGE SHARE OF THE APPRECIATION OF THE PROPERTY AS CALCULATED PURSUANT TO THIS SECTION 1.

PROGRAM PARTICIPANT'S INITIALS: _____/_____

2. Maintenance of Property; Insurance. Program Participant shall maintain the improvements and landscaping on the Property in the manner prescribed by the City Developer CC&Rs. Program Participant shall maintain, during the term of the City Homeowner Loan, an all risk property insurance policy insuring the Property in an amount equal to the full replacement value of the structures on the Property. The policy shall name City as loss payee and shall contain a statement of obligation on behalf of the carrier to notify City of any material change, cancellation or termination of coverage at least thirty (30) days in advance of the effective date of such material change, cancellation or termination. Program Participant shall transmit a copy of the certificate of insurance and loss payee endorsement to City within thirty (30) days of the effective date of this Agreement, and upon request by City, Program Participant shall transmit to City further copies of the certificate of insurance and a loss payee endorsement. The copy of the certificate of insurance and loss payee endorsement shall be transmitted to City at the address set forth in Section 24 hereof. Any certificate of insurance must be in a form, content, and with companies reasonably acceptable to City.

3. Due on Sale, Transfer or Refinancing. Program Participant agrees to notify the City not less than thirty (30) days prior to (i) the sale or transfer of the Property or (ii) any refinancing of the lien of the Homebuyer Deed of Trust or any lien on the Property. The City Homebuyer Loan and all interest accrued thereon shall be due and payable upon (i) such sale or transfer, (ii) the refinancing of any lien against the Property, or (iii) Program Participant is no longer an occupant of the Property pursuant to Section 5 of this Agreement or is in material default of any other obligation pursuant to this Agreement. If the City is asked to forbear from enforcing the due-on-sale clause or to allow the assumption of the loan evidenced by the Homebuyer Senior Note, the party or parties so requesting shall prepare and submit to the City a complete package containing all information necessary to demonstrate and verify the income of the proposed transferee, the proposed housing cost, and all other information reasonably requested by the City Manager or which would have been required had such proposed transferee attempted to qualify as original Program Participant under the terms of the Agreement. At the request of Program Participant, the City may, in its sole discretion, waive the requirements of this Section 3 and extend the term of that of the Homebuyer Senior Note.

4. Sale to Low Income Household. For a period ("Affordability Period") commencing upon the date of the recording of the City Developer CC&Rs and terminating on the forty-fifth (45th) anniversary thereof ("Affordability Period Termination Date"), the City Homeowner Note Amount will not become due and payable if, in strict conformity with all requirements of this Agreement, Trustor sells or otherwise conveys the Property to a Low Income Household at an Affordable Housing Cost ("Eligible Persons and Families"), and the purchaser assumes the City Homeowner Note and the Agreement by an assignment and assumption agreement which is acceptable to the Beneficiary. Each purchaser shall be a Low Income Household, purchasing at an Affordable Housing Cost ("Eligible Persons and Families"), and which executes and delivers to City agreements with the City substantially in the form of this Agreement along with the attachments hereto, or assumptions in form acceptable to and approved by City.

"Low Income" or "Low Income Households" shall mean and include: Low Income households as defined in Health & Safety Code Section 50079.5. Low Income Households includes

very low income households, as defined in Health & Safety Code Section 50105 and extremely low income households, as defined in Health & Safety Code Section 50106; provided that in each event, the housing cost must be "Applicable Housing Cost" as defined below.

"Affordable Housing Cost" means as follows:

"Affordable Housing Cost" for each such subsequent owner (namely, Program Participant and all successors thereto during the 45-year Affordability Period) shall be as defined in Health & Safety Code Section 50052.5 (or its successor statute) and the implementing regulations thereto promulgated by the Housing and Community Development Department of the State of California. As of the date of the Agreement, Affordable Housing Cost means a monthly housing cost which does not exceed thirty percent (30%) times seventy percent (70%) of Median Income adjusted for family size appropriate to the Property; provided that if a particular household's income is between seventy percent (70%) and eighty percent (80%) of Median Income, then the actual income may be used in place of seventy percent (70%). Pursuant to Section 50052.5, if the Property has three bedrooms the presumed household size for purposes of the Agreement is four persons.

Subject to the prior written approval of the City having first been obtained, if the Property is sold during the Affordability Period by the Trustor to a Low Income Household, and the Sales Price does not exceed an "Affordable Housing Cost" to such Buyer, then so long as the Trustor is not in default of the Agreement, the City Homebuyer Note may be assumed by the Eligible Buyer by an assignment and assumption agreement which is acceptable to the Beneficiary. Upon the effective date of such assignment and assumption with the prior written approval of the City (which approval may require payment of an Equity Share), the assigning Trustor shall no longer be liable for any further obligations under the Agreement or the City Homebuyer Note which accrue after the date of such assignment and assumption. In order to verify the buyer's status as a Low Income Household, Trustor shall submit to the City the identity of the proposed buyer and adequate information evidencing the income and household size of the proposed buyer. Said income information shall be submitted together with the notice of proposed sale pursuant to Section 2 of the Agreement not less than thirty (30) days prior to opening of escrow for the proposed sale and shall include original or true copies of pay stubs, income tax records or other financial documents in order that the City may determine and verify the household income of the proposed buyer to determine whether the buyer is a Low Income Household and whether the Property is being transferred to such buyer at Affordable Housing Cost. If the City is unable to verify the buyer's income as provided herein prior to the proposed sale, then the buyer's income shall be deemed to exceed the maximum allowable income limit for Eligible Persons and Families.

The income of co-signers (individuals who sign only the Homebuyer Senior Promissory Note) and co-mortgagors (individuals who sign both the Homebuyer Senior Promissory Note and the grant deed) will be included for determining whether Program Participant is a Low Income Household, if such co-signers and co-mortgagors are part of Program Participant's household and are residing in the Property.

5. Occupancy Standards. The Property shall be used as the personal residence of Program Participant and Program Participant's immediate family and for no other purpose. Program Participant shall not enter into an agreement for the rental or lease of the Property. The number of persons residing in the Property shall be limited to the product of the number of bedrooms in the Property multiplied by two, plus one. (For example, a two bedroom house would be limited to occupancy by five persons, a three bedroom house would be limited to occupancy by seven persons,

etc.) Program Participant shall, upon demand by City, submit to City an affidavit of occupancy verifying Program Participant's compliance with this Section 5. Such affidavit may be required by City on an annual basis.

6. Income Information. Program Participant has submitted an eligibility verification form to the City prior to execution of this Agreement. Program Participant represents and warrants to the City that all information Program Participant has provided and will provide in the future is and will be true, correct and complete. Program Participant acknowledges that the City is relying upon Program Participant's representations that Program Participant's income does not exceed eighty percent (80%) of the area median income and would not have entered into this Agreement if Program Participant's income exceeded eighty percent (80%) of the area median income.

7. Loan Servicing. The City may contract with a private lender to originate and service the City Homebuyer Loan.

8. Married Sole and Separate Property. An individual taking title in this manner is subject to special requirements because of California Community Property Laws and the Internal Revenue Code. If Program Participant is legally separated, or has filed for divorce and a legal property disposition agreement exists between Program Participant and Program Participant's spouse, a quitclaim deed from Program Participant's spouse and a copy of the property disposition agreement may be required by City. In the absence of an existing legal property disposition agreement between Program Participant and Program Participant's spouse, as a condition of approval of City Homebuyer Loan, a quitclaim deed, a special agreement and a release of interest signed by both Program Participant and Program Participant's spouse, after consultation with an attorney, may be required by City. Additionally, if Program Participant's spouse is to reside in the household, their combined income must be included in the income test for eligibility under this Agreement.

9. [Intentionally Omitted].

10. Covenants. Program Participant and the City shall execute and cause to be recorded among the official land records of Riverside County, California, an "Acknowledgment of Declaration of Conditions, Covenants and Restrictions for Property", substantially in the form of Exhibit D attached hereto and incorporated herein, in which Program Participant acknowledges the CC&Rs and agrees that the Property shall only be owned by Program Participant or other persons or families of Low income available at an affordable housing cost, as those terms are defined in California Health & Safety Code Sections 50093 and 50052.5, and that Program Participant shall not discriminate against any person or group of persons on the basis of race, color, religion, sex, marital status, national origin or ancestry.

11. Indemnification. The Program Participant shall defend, indemnify and hold harmless the City and the Housing Authority of the City of Moreno Valley (the "Housing Authority") and their respective officers, agents, employees, representatives and volunteers from and against any loss, liability, claim or judgment relating in any manner to the Property or this Agreement. The Program Participant shall remain fully obligated for the payment of property taxes and assessments related to the Property. There shall be neither reduction in taxes for Program Participant, nor any transfer of responsibility to the City or the City to make such payments, by virtue of the moneys loaned as evidenced by the Homebuyer Senior Note.

12. No Third Party Beneficiaries of this Agreement Except for Housing Authority. The Housing Authority shall be deemed to be a third party beneficiary of this Agreement. Except for the Housing Authority, there shall be no third party beneficiaries as to this Agreement.

13. Defaults. Failure or delay by either party to perform any term or provision of this Agreement which is not cured within thirty (30) days after receipt of notice from the other party constitutes a default under this Agreement; provided, however, if such default is of the nature requiring more than thirty (30) days to cure, the defaulting party shall avoid default hereunder by commencing to cure within such thirty (30) day period and thereafter diligently pursuing such cure to completion. The party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay, and shall complete such cure, correction or remedy with diligence.

The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Except as required to protect against further damages, the injured party may not institute proceedings against the party in default until thirty (30) days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

14. Remedies. City shall be entitled to all legal and equitable remedies available under the law upon the default of the terms of this Agreement by Program Participant. Such remedies may include, without limitation, (a) specific performance of the terms of the Agreement, (b) disgorgement of any amount of consideration received for the Property that exceeds an Affordable Housing Cost, and (c) an order to pay attorneys' fees, as set forth in Section 25 herein.

15. Non Waiver. Failure to exercise any right City may have or be entitled to, in the event of default hereunder, shall not constitute a waiver of such right or any other right in the event of a subsequent default.

16. Documents. Program Participant is aware that the City has prepared certain documents to implement the Program and secure repayment of the City Homebuyer Loan. Program Participant has reviewed and agrees to execute the following documents prior to receiving the City Homebuyer Loan:

(a) Disclosure Statement (Exhibit "F");

(b) Homebuyer Senior Note (Exhibit "B");

(c) Homebuyer Senior Deed of Trust (Exhibit "C");

(d) Acknowledgment of Declaration of Conditions, Covenants and Restrictions of Property (the "Homebuyer Acknowledgment of Covenants") (Exhibit "H");

(e) Homebuyer Junior Note (Exhibit "I");

(f) Homebuyer Junior Deed of Trust (Exhibit "J"); and

(g) Seller Deed (Exhibit "K").

Program Participant agrees and acknowledges that each of the Homebuyer Senior Deed of Trust, as well as the Homebuyer Junior Deed of Trust shall be recorded with the County Recorder of

the County of Riverside and, along with the City Developer CC&Rs, the Homebuyer Acknowledgment of Covenants and a Notice of Affordability Restrictions (substantially in the form of Exhibit "E" hereto), shall appear of record with respect to and as encumbrances to the Property.

17. Further Assurances. The Program Participant shall execute any further documents consistent with the terms of this Agreement, including documents in recordable form, as the City shall from time to time find necessary or appropriate to effectuate its purposes in entering into this Agreement.

18. Governing Law. The Program Participant hereby agrees to comply with all ordinances, rules, and regulations of City and the Housing Authority. Nothing in this Agreement is intended to be, nor shall it be deemed to be, a waiver of any City ordinance, rule, or regulation. This Agreement shall be governed by the laws of the State of California. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of Riverside, State of California, or in the Federal District Court in the Central District of California.

19. Amendment of Agreement. No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by the Program Participant and City.

20. City May Assign. City may, at its option, assign its right to receive repayment of the loan proceeds without obtaining the consent of the Program Participant.

21. Program Participant Assignment Prohibited. In no event shall Program Participant assign or transfer any portion of this Agreement without the prior express written consent of the City, which consent may be given or withheld in the City's sole discretion. No assumption of the loan made by City as evidenced by the Homebuyer Senior Note shall be permitted at any time. This section shall not prohibit the City's right to assign all or any portion of its rights to the loan proceeds hereunder.

22. Relationship of Program Participant and City. The relationship of Program Participant and City pursuant to this Agreement is that of debtor and creditor and shall not be, or be construed to be a joint venture, equity venture, partnership, or other relationship.

23. Monitoring. To the extent permitted by law, City and its designated employees and agents shall have the right to enter the Property at all reasonable times without a warrant for the purpose of monitoring Program Participant's compliance with this Agreement. Any such entry shall be made only after reasonable notice to Program Participant, which shall mean at least forty-eight (48) hours in all non-emergency situations. Upon receipt of such notice, Program Participant agrees to consent to entry by City and to cooperate in making the Property available for inspection by City. Program Participant acknowledges and agrees that if for any reason Program Participant fails to consent to such entry or inspection, City may obtain an administrative inspection warrant or take such other legal actions as may be necessary to gain access to and inspect the Property. City shall indemnify and hold harmless Program Participant from any costs, claims, damages or liabilities pertaining to any such entry.

24. Notices. Any notices, requests or approvals given under this Agreement from one party to another may be personally delivered or deposited with the United States Postal Service for

mailing, postage prepaid, registered or certified mail, return receipt requested to the following address:

To Program Participant: [name of homebuyer]
[address of homebuyer]
Moreno Valley, California 92552

To City: City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552
Attention: City Manager

Either party may change its address for notice by giving written notice thereof to the other party.

25. Attorneys' Fees and Costs. Should either of the parties to this Agreement incur attorneys' fees in seeking the enforcement of this Agreement, whether or not a final court judgment is entered, the prevailing party shall be entitled to reimbursement of its reasonable attorneys' fees and litigation costs, including without limitation expert witness fees, by the other party.

26. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental thereto, and supersedes all prior negotiations, discussions and previous agreements between the City and the Program Participant concerning all or any part of the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below.

"PROGRAM PARTICIPANT"

By: _____

Printed Name: _____

Dated: _____, 2013

"CITY"

CITY OF MORENO VALLEY, a municipal corporation

By: _____

Its: _____

Dated: _____, 2013

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

[to come]

EXHIBIT B

HOMEBUYER SENIOR NOTE

(PROMISSORY NOTE SECURED BY DEED OF TRUST)

NOTICE TO MAKER: EQUITY SHARE AMOUNT(S) SHALL BE DUE AND PAYABLE IF CERTAIN EVENTS OCCUR

$206,250.00 ("Original Principal Amount") plus equity share Moreno Valley, California

_____, 2013 ("City Loan Date")

Property Address: [address of homebuyer]

Moreno Valley, California 92552
City State Zip Code

FOR VALUE RECEIVED, the undersigned ("Maker") promises to pay to the City of Moreno Valley ("Holder" or "City") at 14177 Frederick Street, Moreno Valley, California 92552, or at such other address as Holder may direct from time to time in writing, the sums specified in the terms and provisions of this Promissory Note as the "Senior Note Amount".

1. **Loan Agreement.** This Homebuyer Senior Promissory Note (this "Note") is made and delivered pursuant to and in implementation of the Homebuyer Loan Agreement entered by and among the Holder and the Maker dated _____, 2013 ("Agreement"), a copy of which is on file as a public record with the Holder. The Agreement is incorporated herein by this reference. The Maker acknowledges that but for the execution of this Note, the Holder would not enter into the Agreement or make the loan contemplated therein. Unless definitions of terms have been expressly set out at length herein, each term shall have the same definition as set forth in the Agreement.

2. **Term.** The term of the Note shall be forty-five (45) years from the City Loan Date ("Term"). This Note will mature on _____, 20____.

3. **Note Amount.** The sums due and payable pursuant to the terms and provisions of this Note consist of both the Original Principal Amount and amounts which become payable as "Equity Share Amounts" (as set forth in Section 7 hereof), as both terms are hereinafter defined (collectively, the "Senior Note Amount").

(i) **City Loan Amount.** As one component of the Note Amount, Maker shall pay to City the principal amount of Two Hundred Six Thousand Two Hundred Fifty Dollars ($206,250.00), together without interest thereon as set forth in Section 4 below.

(ii) **Equity Share Amount(s).** As a second component of the Senior Note Amount, Maker shall pay to City an Equity Share Amount as set forth in Section 7 herein.

4. **Senior Loan Amount; Interest Rate.** The Senior Loan Amount shall accrue no (0%) interest; provided that upon occurrence of each and every event of acceleration occurs as set forth in Section 6, an Equity Share Amount shall become due and payable.

5. **Senior Loan Amount; Time of Payment and Forgiveness.** No repayment of the Senior Loan Amount shall be required unless and until the Note Amount becomes due and payable, as provided in Section 6 below. In the event that Maker (and its successors) is in compliance with all of the requirements of this Agreement and the Note Amount has not earlier become due and payable, commencing as of the fifth (5th) anniversary of the City Loan Date and continuing on each anniversary thereof during the Affordability Period, the City shall forgive $1/40^{th}$ of the original principal amount of Senior Loan Amount. Provided that Maker is in compliance with all of the requirements of the Agreement and the Note Amount has not earlier become due and payable, any portion of the Senior Loan Amount that remains unpaid upon the expiration of the Affordability Period shall be forgiven as of such date. In no event shall any payments be made by the City to the Maker (or successor) by virtue of this Section 5.

6. **Acceleration.** The whole of the Senior Note Amount, inclusive of both the Original Principal Amount, the Equity Share Amount(s), and all other payments due hereunder and under the Agreement shall become due and be immediately payable to the Holder by the Maker upon the occurrence of the first of the following events: (a) the sale or transfer of the Property, including, without limitation, the lease, exchange or other disposition of the Property or any interest therein, whether voluntary or involuntary, except (i) a sale of the Property to a Low Income Household at an Affordable Housing Cost with City's prior written approval accomplished in strict conformity with Section 4 of the Agreement, or (ii) the transfer of the Property solely as a result of the marriage, divorce, incompetence or death of one or more individuals constituting the Maker, so long as the transferee(s) give written notice supported by reasonable evidence of such event to Holder within thirty (30) days of its occurrence and the transferee(s) assume the Maker's obligations under the Agreement and this Note, by execution of an assignment and assumption agreement to be provided by the Holder, or (iii) a sale or transfer which under applicable law would not, by itself, permit the Holder to exercise a due on sale or due on encumbrance clause, or such time if or when Maker is no longer an occupant of the Property pursuant to Section 5 of the Agreement or is in default of any other obligation under the Agreement.

7. **Equity Share Amount(s).** In the event that the Senior Note Amount becomes due and payable pursuant to Section 6 above, the Maker shall pay to Holder the "Equity Share Amount(s)," as hereinafter defined. The Senior Note Amount, including without limitation an Equity Share Amount, shall be computed and shall be due and payable in connection with each and every Event of Acceleration (as described in Section 6 hereof) which occurs during the Affordability Period.

(a) **Calculation of Equity Share Amount(s).** The "Equity Share Amount(s)" means an amount equal to a percentage share of the appreciation of the Property determined by multiplying a variable percentage factor ("Variable Applicable Factor") by the difference between the Sales Price and the Purchase Price.

(b) **Variable Applicable Factor Calculation.** The Variable Applicable Factor shall be calculated by dividing the Holder's total initial equity contribution ("City/Authority Contribution") by the sum of the City/Authority Contribution plus the Maker's total initial equity contribution, including the "Sweat Equity Amount" as described below ("Participant Contribution").

In other words the City/Authority Contribution shall be the numerator, and the sum of the City/Authority Contribution plus the Participant Contribution shall be the denominator of a fraction that equals a percentage that is the Variable Applicable Factor (subject to Section 7(b)(i)).

$$\textbf{Variable Applicable Factor} = \frac{\textbf{City/Authority Contribution}}{\textbf{City/Authority Contribution + Participant Contribution}}$$

For example, if the City/Authority Contribution equals $206,250, for purpose of illustration, and the Participant Contribution equals $30,000, the Variable Applicable Factor would equal 87.30% ($206,250 divided by the sum of $206,250 plus $30,000).

$$\textbf{87.30\% (Variable Applicable Factor)} = \frac{\textbf{\$206,250 (City/Authority Contribution)}}{\textbf{\$206,250 (City/Authority Contribution) + \$30,000 = (\$236,250) (Participant Contribution)}}$$

The "City/Authority Contribution" is the sum of the following amounts contributed by Holder to the value of the Property, determined as follows: (i) principal amount of the Senior Loan Amount; (ii) the Affordable Housing Cost Subsidy, as hereinafter defined to the extent not already counted within the Original Principal Amount; and (iii) the principal amount(s) of any other loan(s) or subsidy(ies) provided by Holder (or City).

The "Participant Contribution" is the sum of the following amounts contributed by Trustor to the value of the Property: (i) the amount of Twenty Thousand Dollars (the "Sweat Equity Amount"); (ii) Trustor's cash down payment plus Trustor's portion of closing costs; and (iii) the original principal amount of loans(s) or other subsidy(ies) secured by Program Participant or trustor, (excluding and other than loan(s) or subsidy(ies) provided by City or City) and applied by Program Participant towards the purchase of the Property.

The "Purchase Price" is the original purchase price paid by Maker (or Maker as the qualified successor owner of the Property) to the seller of the Property ("Seller") for Seller's interest in the Property, exclusive of escrow fees, title insurance costs, broker's commissions, loan fees or any other closing or transaction costs. Subject to the provisions set forth herein below, the value of Qualified Capital Improvements shall be added to the Purchase Price when calculating the Equity Share Amount(s).

The "Sales Price" is the price to be paid by the prospective buyer (who is not a qualified Low Income Buyer) of the Property ("Buyer") to Maker (or Maker as the qualified successor owner of the Property) for Maker's interest in the Property, exclusive of reasonable escrow fees, title insurance costs, broker's commissions, loan fees or any other closing or transaction costs. The Sales Price shall be established in conformity with Section 7(h)(i). In the event of Maker's refinancing, failure to occupy, or default under the Agreement, the "Sales Price" shall be established in conformity with Section 7(h)(ii).

The "Affordable Housing Cost Subsidy" is an amount of subsidy Holder has provided to Maker by making the Property available for purchase at a price that constitutes Affordable Housing Cost. The Affordable Housing Cost Subsidy equals the difference between (i) the sum of Two Hundred Fifty Thousand Dollars ($250,000) (which is deemed to represent the

fair market value of the Property as of the date of the Purchase Agreement) and (ii) the Original Homebuyer Purchase Price.

(i) Program Participant (or Program Participant's heirs following the death of Program Participant) agrees to notify City not less than thirty (30) days prior to (i) the opening of escrow for the sale of the Property, (ii) the signing of any agreements or documents related to the transfer, including, without limitation, lease, exchange or other disposition of any interest in the Property, (iii) any proposed refinancing, or (iv) the close of Program Participant's probate estate. Nothing in this Section 2, however, shall be construed to authorize the Property to be leased or rented.

(c) **Using the Variable Applicable Factor to Determine the Equity Share Amount(s).** The Equity Share Amount(s) is calculated by multiplying the Variable Applicable Factor by the difference between the Sales Price and the Purchase Price. For example, if the Variable Applicable Factor equals 87.30%, the Equity Share Amount(s) would then equal 87.30% (Variable Applicable Factor) x (Sales Price minus the Purchase Price).

In the above example, if the Sales Price equals $500,000 and the Purchase Price (for a sale occurring prior to the fifth anniversary of the acquisition of the Homebuyer Property by the original owner and assuming no Qualified Capital Improvements) equals $250,000, the Equity Share Amount(s) would equal $218,250 (87.30% x ($500,000 minus $250,000)).

87.30% (Variable Applicable Factor) x $250,000 (Sales Price – Purchase Price) = $218,250 (Equity Share Amount(s)).

Using the same example but assuming that the sale takes place after the fifth and prior to the sixth anniversary of the acquisition of the Homebuyer Property by the original owner, the Equity Share Amount would equal $215,750 (86.30% Variable Rate Factor [87.30 – 1=86.30] x $250,000 [Sales Price – Purchase Price] = $215,750 [Equity Share Amount]). Note: the setting forth of the examples herein does not indicate that such sales are permitted; the restrictions as to affordable housing cost and Low Income as set forth in the Agreement and the City Developer CC&Rs will apply.

(d) **Calculation of Equity Share Amount(s) for Subsequent Buyers (Participants).** If pursuant to Section 9 hereof, a Buyer has fully assumed the Maker's obligations under the Agreement, this Note, and the Homebuyer Deed of Trust, and such Buyer causes an event of acceleration to occur, the Equity Share Amount(s) to be paid by such Buyer shall be calculated by multiplying the Variable Applicable Factor, established in Section 7(b) above, by the difference between the Sales Price, established in conformity with Section 7(h) hereof, and the Purchase Price.

(e) **Credits for Trustor.** Notwithstanding the foregoing portion of this Section 7, in calculating the Variable Applicable Factor, in the event the Program Participant occupies the Homebuyer Property in conformity with each of the Homebuyer Loan Agreement, the City Developer CC&Rs for a period of not less than five (5) years (measured by anniversary of the date of acquisition of the corresponding Homebuyer Property by such Program Participant), the Variable Applicable Factor shall be reduced by one (1) percentage point. Thereafter, for each additional year that such Program Participant remains in conforming occupancy of the Homebuyer

Property, the Variable Applicable Factor shall be reduced by two-tenths of one percentage point (.2). In the event of a change of ownership of the Homebuyer Property, the Variable Applicable Factor shall revert to the original percentage (as set forth in the illustrative example above, eighty seven and three tenths percent [87.30%]), and the process for the availability of credits in respect to conforming occupancy of the Homebuyer Property shall be repeated in the manner described in the foregoing portion of this subsection (e).

(f) **Qualified Capital Improvements**. The value of any Qualified Capital Improvements completed by Maker during Maker's ownership of the Property shall be added to the Purchase Price when calculating the Equity Share Amount(s) only if, not later than thirty (30) days prior to the event of acceleration causing the Equity Share Amount(s) to become immediately due and payable pursuant to Section 6 hereof, Maker submits the following to Holder: (i) an itemized list of the Qualified Capital Improvements, (ii) reliable proof of completion of the Qualified Capital Improvements (as evidenced e.g., by final building permits, certificate of completion or original paid invoices or construction contracts), and (iii) an appraisal from a certified appraiser, in form and substance reasonably acceptable to the City Manager of the City (the "City Manager"), the conclusion of which is that the Qualified Capital Improvements have added the stated amount to the fair market value of the Property.

If, within (30) days of receipt of the information concerning the Qualified Capital Improvements, Holder questions the claimed increase in the value of the Property by reason of said Qualified Capital Improvements, Holder and Maker may, by mutual agreement, establish the value of the Qualified Capital Improvements or Holder may require an appraisal of the Property, at Makers expense, by a second independent certified appraiser appointed by the Holder to determine the fair market value of the Qualified Capital Improvements.

(g) **Determination of Sales Price; Appraisal.**

(i) **Upon Sale of the Property**. In the event of a proposed sale of the Property by Maker and not less than thirty (30) days after Holder receives actual notice of the opening of escrow in connection therewith, the Holder may elect to appoint a certified, independent appraiser to conduct an appraisal of the Property, at Maker's expense, to assist Holder in determining if the Sales Price is at or near the fair market value of the Property at such time. If the Sales Price is determined by the appraisal to be three percent (3%) or more below the fair market value of the Property as estimated in said appraisal, then the "Sales Price" for purposes of determining the Equity Share Amount(s) shall be the fair market value of the Property established in said appraisal.

(ii) **Upon Refinancing/Failure to Occupy/Default**. In the event of refinancing, failure to occupy the Property in accordance with Section 7 of the Agreement, or default or breach of any provision of the Agreement which causes the Equity Share Amount(s) to become immediately due and payable, the "Sales Price" for purposes of determining the Equity Share Amount(s) shall be determined by an appraisal of the Property. Holder shall appoint a certified independent appraiser to conduct an appraisal of the Property, at Maker's expense. Maker agrees that in such event the Equity Share Amount(s) shall be the Variable Applicable Factor multiplied by the difference between the Purchase Price and "Sales Price" as established by the appraised value of the Property at the time of such refinancing, failure to occupy, or default of the Agreement.

8. **Maker's Acknowledgment of Equity Share Amount(s).**

MAKER ACKNOWLEDGES AND AGREES THAT UPON SALE, TRANSFER OR REFINANCING OF THE PROPERTY OR OTHER EVENT OF ACCELERATION, MAKER SHALL PAY TO HOLDER, IN ADDITION TO THE CITY LOAN AMOUNT, AN EQUITY SHARE AMOUNT(S) EQUAL TO A PERCENTAGE SHARE OF THE APPRECIATION OF THE PROPERTY AS CALCULATED PURSUANT TO THIS SECTION 7.

MAKER'S INITIALS: _____ _____

9. **Sale to Low Income Household at Affordable Housing Cost.** For a period ("Affordability Period") commencing upon the recording of the City Developer CC&Rs and terminating on the forty-fifth (45th) anniversary thereof ("Affordability Period Termination Date"), the Note Amount will not become due and payable if Maker sells or otherwise conveys the Property to a Low Income Household at an Affordable Housing Cost ("Eligible Persons and Families"), and the purchaser assumes this Note and the Agreement by an assignment and assumption agreement which is reasonably acceptable to the Holder and such additional documentation as may be required by Holder. Maker acknowledges it shall comply with the Affordable Housing resale restrictions relating to any prospective sale of the Property.

Sale to Low Income Household. For a period ("Affordability Period") commencing upon the recording of the City Developer CC&Rs and terminating on the forty-fifth (45th) anniversary thereof ("Affordability Period Termination Date"), the Note Amount will not become due and payable if Trustor sells or otherwise conveys the Property to a Low Income Household at an Affordable Housing Cost ("Eligible Persons and Families"), and the purchaser assumes the Note and the Agreement by an assignment and assumption agreement which is reasonably acceptable to the Beneficiary.

"Affordable Housing Cost" means as follows:

Each purchaser shall be a person or family of Low Income earning not more than eighty percent (80%) of Median Income which agrees to occupy the Homebuyer Property as such purchaser's principal residence. "Affordable Housing Cost" for each Participant (and all successors thereto during the 45-year Affordability Period) shall be as defined in Health & Safety Code Section 50052.5 (or its successor statute) and the implementing regulations thereto promulgated by the Housing and Community Development Department of the State of California. As of the date of the Agreement, Affordable Housing Cost means a monthly housing cost which does not exceed thirty percent (30%) times seventy percent (70%) of Median Income adjusted for family size appropriate to the Property; provided that if a particular household's income is between seventy percent (70%) and eighty percent (80%) of Median Income, then the actual income may be used in place of seventy percent (70%). (Pursuant to Section 50052.5 because the Property has three bedrooms the presumed household size for purposes of the Agreement is four persons.)

The income of co-signers (individuals who sign only the Promissory Note) and co-mortgagors (individuals who sign both the Promissory Note and the grant deed) will be included for determining whether Participant is a Low Income Household, if such co-signers and co-mortgagors are part of Participant's household and are residing in the Property.

10. Security for Note. This Note shall be secured by a deed of trust and rider thereto of even date herewith encumbering the Property ("the Homebuyer Senior Deed of Trust"), executed by Maker, as trustor, in favor of Holder, as beneficiary.

11. Prepayment of Note. Maker may prepay this Note to Holder, provided that any prepayment must be in full and not in part. Prepayment shall not, however, release Maker from the requirements of the City Developer CC&Rs. In addition, prepayment shall be treated in the same manner as a refinancing of the Property.

12. Holder May Assign. Holder may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Maker.

13. Maker Assignment Prohibited. In no event shall Maker assign or transfer any portion of this Note, the Senior Note Amount and/or the Agreement without the prior express written consent of the Holder, as provided in Section 9 hereof.

14. Joint and Several. The undersigned, if more than one, shall be jointly and severally liable hereunder.

15. Attorneys' Fees and Costs. In the event that any action is instituted to enforce payment under this Note, the parties agree the non-prevailing party shall be responsible for and shall pay to the prevailing party all court costs and all attorneys' fees incurred in enforcing this Note.

16. Amendments. This Note may not be modified or amended except by an instrument in writing expressing such intention executed by the parties sought to be bound thereby, which writing must be so firmly attached to this Note so as to become a permanent part thereof.

17. Maker's Waivers. Maker waives any rights to require the Holder to: (a) demand payment of amounts due (known as "presentment"), (b) give notice that amounts due have not been paid (known as "notice of dishonor"), and (c) obtain an official certification of nonpayment (known as "protest").

18. Notices. Any notice, demand, approval, consent, or other communication required or desired to be given under this Note shall be in writing and shall be either personally served, sent by telecopy, mailed in the United States mails, certified, return receipt requested, postage prepaid, or sent by other commercially acceptable means, addressed to the party to be served with the copies indicated below, at the last address given by that party to the other under the provisions of this section. All communications shall be deemed delivered at the earlier of actual receipt, the next business day after deposit with Federal Express or other overnight delivery service or two (2) business days following mailing as aforesaid, or if telecopied, when sent, provided a copy is mailed or delivered as provided herein:

To Maker:

[name of homebuyer]
[address of homebuyer]
Moreno Valley, California 92552

To City:

City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552
Attention: City Manager

19. Successors Bound. This Note shall be binding upon the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, Maker has executed this Note as of the date set forth below.

MAKER:

By: _____
Printed Name: [name of homebuyer]

EXHIBIT C

HOMEBUYER SENIOR DEED OF TRUST

DEED OF TRUST WITH ASSIGNMENT OF RENTS

WHEN RECORDED MAIL TO:
City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552
Attention: City Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)

This DEED OF TRUST, made as of _____, 2013 between [name of homebuyer] ("Program Participant" or "Trustor") whose address is [address of homebuyer], Moreno Valley, California 92552, **TICOR TITLE COMPANY OF CALIFORNIA**, a California corporation, herein called TRUSTEE, and the **CITY OF MORENO VALLEY**, a municipal corporation, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of Moreno Valley, County of Riverside, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing: (1) payment of the sum of $206,250, plus an equity share, according to the terms of a promissory note of even date herewith designated as the "Homebuyer Senior Note" made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof pursuant to a Homebuyer Loan Agreement between Trustor and Beneficiary as of _____, 2013 (the "Agreement"; a copy of the Agreement is on file with Beneficiary as a public record and is deemed incorporated herein by reference). All capitalized terms not defined herein shall have the meanings established therefor under the Agreement unless the context requires otherwise, (2) the performance of each agreement of Trustor incorporated by reference or contained herein, the default under any of which shall constitute a default hereunder, (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust, and (4) compliance under each of (i) that certain Declaration of Conditions, Covenants and Restrictions recorded on _____, 2013 as Document No. _____ among the official land records of the County of Riverside (the "City Developer CC& Rs") and (ii) that certain document entitled Certificate Regarding Declaration of Conditions, Covenants and Restrictions and Certain Other Instruments (the "Homebuyer Acknowledgment of Covenants") recorded of even date herewith, and (5) performance under Exhibit "B" which is attached hereto and incorporated herein by reference, and (5) performance under Exhibit "B" which is attached hereto and incorporated herein by reference.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Riverside County on August 18, 1964, commencing at Book 3778, Page 347 of Official Records of the County Recorder for the County of Riverside shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B thereof (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

SEE RIDER TO THIS DEED OF TRUST ATTACHED HERETO
AS EXHIBIT "B" AND MADE A PART HEREOF.

_____
[name of homebuyer]

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

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

WITNESS my hand and official seal.

_____
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Documents

_____
Signer(s) Other Than Named Above

EXHIBIT A

LEGAL DESCRIPTION

[to come]

EXHIBIT B

RIDER TO DEED OF TRUST

Exhibit B to Deed of Trust with Assignment of Rents dated as of _____, 2013, executed by [name of homebuyer], an individual, as "Trustor", to TICOR Title Company of California, a California corporation, as Trustee, for the benefit of Housing Authority of the City of Moreno Valley, a public body, corporate and politic, as "Beneficiary" ("Deed of Trust").

1. DEFAULT. A default or breach under any of the following shall, at Beneficiary's option, constitute a default under this Deed of Trust:

(a) A default under that certain Homebuyer Loan Agreement, executed by Trustor as Program Participant and Beneficiary, as City;

(b) A default under the City Developer CC&Rs; or

(c) A default under any other deed of trust encumbering the Property which has a priority senior to this Deed of Trust.

2. NON-IMPAIRMENT. Except as supplemented and/or modified by this Deed of Trust, all of the terms, covenants and conditions of the Other Deeds of Trust and the other loan documents executed in connection therewith shall remain in full force and effect.

3. DUE ON SALE OR ENCUMBRANCE. In the event of any Transfer (as defined below) of the Property, or any portion thereof or interest therein, Beneficiary shall have the absolute right at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. As used herein, the term "Transfer" means and includes the direct or indirect sale, transfer, conveyance, mortgage, further encumbrance, assignment, or other alienation of the Property, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, the execution of any installment land sale contract, sales agreement or similar instrument affecting all or a portion of the Property, granting of an option to purchase any portion of or interest in the Property or any interest therein, or the lease of all or substantially all of the Property or of all or substantially all of the improvements situated on the Property; provided that a sale of the Property to a Low Income Household at an Affordable Housing Cost with City's prior written approval accomplished in strict conformity with Section 4 of the Homebuyer Loan Agreement shall not be deemed to constitute grounds for acceleration under this Deed of Trust. Failure of Beneficiary to exercise the option to declare all sums secured hereby immediately due and payable upon a Transfer will not constitute waiver of the right to exercise this option in the event of any subsequent Transfer.

4. PRIORITY OF DEED OF TRUST. This Deed of Trust shall be subject to the City Developer CC&Rs but shall be senior to any deed of trust.

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) to pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation thereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To Pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof

regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance or any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE
TO TICOR TITLE COMPANY OF CALIFORNIA, TRUSTEE

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed on payment to you of any sums owning owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated: _____

_____

_____

Please mail Deed of Trust,
Note and Reconveyance to

_____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

DEED OF TRUST
with power of sale

_____
TRUSTEE

EXHIBIT D

CITY DEVELOPER CC&Rs

[to come: same as Attachment No. 7]

EXHIBIT E

NOTICE OF AFFORDABILITY RESTRICTIONS

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552
Attention: Jane Halstead, City Clerk

[Space above for recorder.]

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY

This **NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY** (or "Notice of Affordability Restrictions") is dated as of _____ __, 201_ (for identification purposes) and recorded to provide notice substantially as described by Section 33334.3(f)(3)(B) of the California Health and Safety Code as amended by AB 987, Chapter 690, Statutes of 2007 (herein, "Chapter 690"), and affects that certain property described in Exhibit "A" hereto ("Homebuyer Property"). The Housing Authority of the City of Moreno Valley, a public body, corporate and politic ("Authority"), the City of Moreno Valley, a municipal corporation ("City") and Habitat for Humanity, Riverside, Inc., a California nonprofit public benefit corporation ("Developer") previously entered into an Affordable Housing Agreement dated as of May 1, 2013 (the "AHA"). The AHA provided, in part, for the Developer to acquire certain land designated therein as the "Site" (which includes the Homebuyer Property as well as adjacent properties, as more particularly described in the AHA) and for the Developer to divide the Site into eight (8) lots (each a "Lot"), to develop or cause to be developed a detached, single-family dwelling on each (each a "House"), and to sell to "Lower Income Households" (as defined below) at a cost which does not exceed "Affordable Housing Cost" (as defined below) each Lot with the corresponding House (each such Lot with a House constituting a "Homebuyer

Property" or an "Affordable Unit"). _____, a [capacity] (the "Participant"), have entered into a purchase and sale agreement with Developer dated as of _____ __, 201_ (the "Purchase and Sale Agreement") under which Developer agreed to sell and Participant agreed to purchase the Homebuyer Property (as defined herein) subject to covenants which restrict use of the Homebuyer Property as a resource for affordable housing, as more particularly set forth herein. In addition, the Participant entered into an agreement entitled "Homebuyer Loan Agreement" with City, dated as of _____ __, 201_ (the "Homebuyer Loan Agreement") under which Participant agreed with the City that the Homebuyer Property would be subject to covenants which restrict use of the Homebuyer Property as a resource for affordable housing.

1. Each of the AHA and the Homebuyer Loan Agreement provides for affordability restrictions and restrictions on the transfer of the Property as more particularly set forth in the AHA and the Homebuyer Loan Agreement. A copy of each of the AHA and the Homebuyer Loan Agreement is on file with the Authority as a public record and each is deemed incorporated herein. Reference is made to the AHA and the Homebuyer Loan Agreement with regard to the complete text of the provisions of such agreement which provides for affordability restrictions and restrictions on the transfer of the Property.

2. Each of the AHA and the Homebuyer Loan Agreement restricts ownership and occupancy of the Homebuyer Property to a household of limited income, paying an affordable housing cost; such restrictions are set forth at greater length in documents recorded against the Property, entitled the Declaration of Conditions, Covenants and Restrictions ("CC&Rs"), substantially in the form of Attachment No. 7 to the AHA, a Homebuyer Senior Deed of Trust substantially in the form prescribed by the Homebuyer Loan Agreement therefor ("Homebuyer Senior Deed of Trust"), a Homebuyer Junior Deed of Trust substantially in the form prescribed by the Homebuyer Loan Agreement therefor ("Homebuyer Junior Deed of Trust"), and a Resale Restriction Agreement ("Resale Restriction Agreement"), substantially in the form as prescribed by the Homebuyer Loan Agreement, each of which is deemed to be incorporated herein by reference.

2.1 Article IV, Section 1 of the CC&Rs provides in part follows:

> ".....shall only be owned and occupied by Participant or by households which, as of the time of purchase of the Site, have an income which does not exceed Eighty Percent (80%) of the Riverside County monthly median

income (which households shall, for purposes of this Declaration, constitute "Eligible Persons or Families"). It is further agreed and acknowledged that each and every occupant of each of the…[Property] shall execute agreements, promissory notes and deeds of trust encumbering the subject property for the benefit of the City in form acceptable to the City.

(b) The …[Property] may be sold at an Affordable Housing Cost (as defined below) to Eligible Persons or Families. Affordable Housing Cost shall mean, as to each household consisting of Eligible Persons or an Eligible Program Participant, that purchase price which would result in monthly housing payments which do not exceed an amount under any currently prevailing, fixed conventional home mortgage lending rates applied by any reputable institutional home mortgage lender, or the lending rates of any government-subsidized or special mortgage program for which such person or family qualifies and has obtained a first trust deed loan, which do not exceed: (i) thirty percent (30%) of seventy percent (70%) of the Riverside County monthly median income (as determined by the United States Department of Housing and Urban Development) (the "Median Income") for a household having an income which does not exceed eighty percent (80%) of the Median Income, all as more particularly set forth in Sections 50052.5 and 50079.5 of the California Health and Safety Code; provided that if a particular household's income is between seventy percent (70%) and eighty percent (80%) of Median Income, then the actual income may be used in place of seventy percent (70%).

(c) The covenant contained in this Section … shall run with the land.

3. During the Affordability Period, the Property, and any interest therein, shall not be conveyed except with the express prior written consent of Grantor, which consent shall be given only if the conveyance is in conformity with the requirements of the AHA, the CC&Rs and the Homebuyer Loan Agreement.

4. The restrictions contained in the CC&Rs expire forty-five (45) years following the date the CC&Rs were recorded against the Property.

5. The commonly known address for the Property is: [to come], Moreno Valley, California 92552.

6. The assessor's parcel number for the Property is: [to come]; such number is subject to change.

7. The legal description for the Property is attached hereto as Exhibit "A" and is incorporated herein by reference.

8. This Notice of Affordability Restrictions is intended merely to provide notice in the manner generally described under Chapter 690. The HDA, the CC&Rs, the Homebuyer Senior Deed of Trust and the Homebuyer Junior Deed of Trust all remain in full force and effect and are not amended or altered in any manner whatsoever by this Notice of Affordability Restrictions.

9. Capitalized terms shall have the meanings established under the AHA (including all Attachments thereto) and if not provided in the AHA, then under the Homebuyer Loan Agreement excepting only to the extent as otherwise expressly provided under this Notice of Affordability Restrictions.

10. Persons having questions regarding this Notice of Affordability Restrictions, the AHA, the Homebuyer Loan Agreement and any of the attachments thereto (including without limitation the CC&Rs, the Homebuyer Senior Deed of Trust and the Homebuyer Junior Deed of Trust) should contact the City or Authority at their offices (14177 Frederick Street, Moreno Valley, California 92552, or such other address as may be designated by the City from time to time).

[Signatures appear on following page.]

AUTHORITY:

HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, a public body, corporate and politic

By:_____
Henry T. Garcia,
Executive Director

CITY:

CITY OF MORENO VALLEY, a municipal corporation

_____
By: Henry T. Garcia, City Manager

ATTEST:

_____
Jane Halstead,
City Clerk and Authority Secretary

PARTICIPANT:

[to come]

By:_____
[to come]

EXHIBIT "A"

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Riverside, City of Moreno Valley, and described as follows:

[to come]

APN: [to come]

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer

_____
Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Documents

_____
Signer(s) Other Than Named Above

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer

_____
Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Documents

_____
Signer(s) Other Than Named Above

EXHIBIT E TO ATTACHMENT NO. 6

DOCSOC/1612232v5/022432-0032

EXHIBIT F

DISCLOSURE STATEMENT

I/we [name of homebuyer] ("Participant") understand, acknowledge and agree that my/our acquisition of that certain real property described in Addendum "A" attached hereto and improvements thereon (collectively, the "Property") is conditional on a number of factors, including, but not limited to:

- I/we are buying a single-family detached home within the City of Moreno Valley in accordance with the requirements of that certain Affordable Housing Agreement (the "Agreement") entered into by and among the Housing Authority of the City of Moreno Valley (the "Housing Authority"), the City of Moreno Valley (the "City") and Habitat for Humanity, Riverside, Inc. ("Habitat"); all capitalized terms in this Disclosure Statement that are not otherwise defined herein have the meanings set forth in the Agreement.

- I/we must qualify as a Low Income Household pursuant to Health & Safety Code Section 50079.5.

- The City has provided assistance to make the Property available to a Low Income Household at Affordable Housing Costs and is relying upon information I/we have made available to the City.

I/We further understand and agree that:

- I/we will be responsible for payment under each of (i) the "Homebuyer Senior Note" (in favor of City as beneficiary, in the original principal amount of $206,250, and with an original term of 45 years); and (ii) the "Homebuyer Junior Note" (in favor of City as beneficiary, in the original principal amount of $200,000, and with an original term of 45 years). I/we agree that regular monthly payments will be required under the Homebuyer Senior Note and to make such payment as becomes due and payable under the Homebuyer Senior Note. I/we understand and agree that I/we will make all payments to the City. The City will be responsible to make any payments which become due and payable by City to Habitat under the Agreement, which is a matter with which I/we need not be concerned.

- If I/we comply with all of the requirements under the Agreement, including the attachments thereto, I/we will not be required to make monthly payments under the Homebuyer Senior Note. I understand that use of the Property will be limited to use as my/our personal residence for forty-five (45) years (the "Affordable Housing Period"); I further understand that the ability to resell or refinance the Property is severely restricted. I will be required to make regular monthly payments to City under the Homebuyer Junior Note.

- I/we may prevent the amounts outstanding under Homebuyer Senior Note from becoming due and payable by retaining the Property throughout the Affordable Housing Period, or by selling or otherwise conveying the Property to a Low Income Household at an Affordable Housing Cost in strict conformity with the Agreement

and with the City's prior written approval. ***This restricts the persons to whom we may sell the Property, may result in a sales price which is substantially less than the fair market value of the Property and may preclude refinancing or the sale of the Property in various cases.*** I understand further that I will be required, in any event, to make regular monthly payments under the Homebuyer Junior Note as provided therein.

- For a forty-five (45) year period, the Property may only be transferred to Low Income Households at an Affordable Housing Cost and the Property must be and remain owner-occupied.

- During the term of our ownership of the Property, I/we intend to continuously occupy the Property and I/we shall not rent or lease the Property.

- I/we may be responsible for paying an appraisal fee in connection with my/our sale, transfer, or refinance of the Property, or if the Homebuyer Senior Note becomes due and payable because I/we am/are in default of any provisions of the Agreement, the Covenants, or the Deed of Trust.

- City shall not be held responsible for any costs associated with my/our purchase of the Property, including but not limited to any loan fees or charges, any charges for appraisals, or any escrow costs or other costs relating to the transfer of the Property.

- City cannot ensure that information provided by or on my/our behalf will be kept confidential.

- City shall not be charged with the knowledge of the contents of the documents of my/our primary lender.

The City financial assistance I receive under this Program may be considered to be income for purposes of federal or state income taxes and the City shall not be held responsible for the payment of any taxes which I may incur by virtue of the receipt of such financial assistance.

PARTICIPANT

Dated: _____, 2013

By:_____
[name of homebuyer]

ADDENDUM "A"

[to come: Description of the Property]

TRUTH-IN-LENDING

REGULATION Z DISCLOSURE STATEMENT

HOMEBUYER SENIOR LOAN

(Note: it is contemplated that Borrower will also receive a junior loan from City; the terms of such junior loan are not described herein.)

Date: _____

Annual Percentage Rate	*Finance Charge*	*Amount Financed*	*Total of Payments*
The cost of your loan as a yearly rate (interest).	The dollar amount the loan will cost you (total accrued interest).	The amount of the City Loan provided to you or on your behalf.	The amount you have paid after you have made all payments as scheduled.
0% simple interest	$	$206,250	$206,250
PLUS CITY SHARE (on $206,250 loan)	PLUS CITY SHARE (on $206,250 loan)	PLUS CITY SHARE (on $206,250 loan)	PLUS CITY SHARE (on $206,250 loan)

Creditor: CITY OF MORENO VALLEY
14177 Frederick Street
Moreno Valley, California 92552

Borrower: [name of homebuyer]
[address of homebuyer]
Moreno Valley, California 92552

Itemization of Amount Financed: You have the right to receive at this time an itemization of the Amount Financed.

_____ I want an itemization. _____ I do not want an itemization.

Your Payment Schedule Will Be:

Number of Payments	*Amount of Payments*	*When Payments Are Due*
senior loan: One (1)		(a) senior loan Forty-five (45) years from the date the loan is made, unless the loan is accelerated pursuant to Section 6 of the Homebuyer Senior Note, in which case payment will be due at the time of acceleration.

Property: You must obtain property insurance in an amount equal to the full replacement value of the structures on the Property and name the City of Moreno Valley as a loss payee.

Security: You are giving a security interest in the home you are purchasing which is located at _____.

Filing Fees: $_____ Non-Filing Insurance: $_____

Late Charge: If a payment is late, you will be charged $_____/_____% of the payment.

Prepayment: If you pay off early, you

_____ may _____ may not have to pay principal, accrued simple interest and contingent deferred interest.

_____ may _____ may not have to pay a penalty.

_____ may _____ may not be entitled to a refund of part of the finance charge.

Interest Rate: The Homebuyer Senior Loan has a base interest rate that is

_____ fixed at zero percent 0% per year.

_____ variable. Disclosures about the variable-rate feature have been provided to you earlier.

The complete terms of the Homebuyer Senior Loan are fully set forth in the Homebuyer Loan Agreement, the Homebuyer Senior Note, the Homebuyer Senior Deed of Trust and the City Developer CC&Rs. ***READ ALL OF THESE DOCUMENTS CAREFULLY. ALL OF THESE DOCUMENTS AFFECT YOUR LEGAL RIGHTS.***

Assumption: Someone buying your house

_____ may, subject to conditions, be allowed to assume the remainder of the mortgage on the original terms.

_____ cannot assume the remainder of the mortgage on the original terms.

Demand Feature: This obligation

_____ [is payable on demand] or [has a demand feature]

_____ [is not payable on demand] or [has no demand feature]

See your loan documents for any additional information about the terms of the Homebuyer Senior Loan (under the Homebuyer Senior Note), nonpayment, default and penalties and any required repayment in full before the scheduled date.

ITEMIZATION OF THE AMOUNT FINANCED OF $_____

$_____ Amount given to you directly

$_____ Amount paid on your account

Amount paid to others on your behalf:

$_____ to [credit bureau] [appraiser] [title insurance company] [escrow]

$_____ to (name of another creditor)

$_____ to (other)

$_____ prepaid finance charge

NOTICE OF RIGHT TO CANCEL

Your Right to Cancel

You are entering into a transaction that will result in a lien on your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

(1) the date of the transaction, which is _____; or
(2) the date you received your Truth in Lending disclosures; or
(3) the date you received this notice of your right to cancel.

If you cancel the transaction, the lien is also canceled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the lien on your home has been canceled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at any location in the City of Moreno Valley convenient to you. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of you offer, you may keep it without further obligation.

How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing, at

CITY OF MORENO VALLEY
14177 Frederick Street
Moreno Valley, California 92552
ATTN: City Manager

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of the third business day following the latest of the three events listed above. If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

ACKNOWLEDGMENT OF RECEIPT

I have received two (2) copies of this Notice of Right to Cancel.

Signature	Date
Signature	Date

I WISH TO CANCEL

Signature	Date
Signature	Date

I HAVE NOT CANCELED

I confirm that at least four days ago (excluding Sundays and federal holidays) I received two (2) copies of this notice, and I have not canceled the transaction for which this notice is given.

Signature	Date
Signature	Date

TRUTH-IN-LENDING

REGULATION Z DISCLOSURE STATEMENT

HOMEBUYER JUNIOR LOAN

(Note: it is contemplated that Borrower will also receive a senior loan from City; the terms of any such junior loan are not described herein.)

Date: _____

Annual Percentage Rate	*Finance Charge*	*Amount Financed*	*Total of Payments*
The cost of your loan as a yearly rate (interest).	The dollar amount the loan will cost you (total accrued interest).	The amount of the City Loan provided to you or on your behalf.	The amount you have paid after you have made all payments as scheduled.
0% simple interest	$0	$200,000	$200,000

Creditor: CITY OF MORENO VALLEY
14177 Frederick Street
Moreno Valley, California 92552

Borrower: [name of homebuyer]
[address of homebuyer]
Moreno Valley, California 92552

Itemization of Amount Financed: You have the right to receive at this time an itemization of the Amount Financed.

_____ I want an itemization. _____ I do not want an itemization.

Your Payment Schedule Will Be:

Number of Payments	*Amount of Payments*	*When Payments Are Due*
five hundred forty (540)	$370.37	On the first day of each month after the loan is made, unless the loan is accelerated pursuant to Section 6 of the Homebuyer Junior Note, in which case payment will be due at the time of acceleration.

Property: You must obtain property insurance in an amount equal to the full replacement value of the structures on the Property and name the City of Moreno Valley as a loss payee.

Security: You are giving a security interest in the home you are purchasing which is located at _____.

Filing Fees: $_____ Non-Filing Insurance: $_____

Late Charge: If a payment is late, you will be charged $_____/_____% of the payment.

Prepayment: If you pay off early, you

_____ may _____ may not have to pay principal, accrued simple interest and contingent deferred interest.

_____ may _____ may not have to pay a penalty.

_____ may _____ may not be entitled to a refund of part of the finance charge.

Interest Rate: The Homebuyer Junior Loan has a base interest rate that is

_____ fixed at zero percent 0% per year.

_____ variable. Disclosures about the variable-rate feature have been provided to you earlier.

The complete terms of the City loans are fully set forth in the Homebuyer Loan Agreement, the Homebuyer Junior Note, the Homebuyer Junior Deed of Trust and the City Developer CC&Rs. ***READ ALL OF THESE DOCUMENTS CAREFULLY. ALL OF THESE DOCUMENTS AFFECT YOUR LEGAL RIGHTS.***

Assumption: Someone buying your house

_____ may, subject to conditions, be allowed to assume the remainder of the mortgage on the original terms.

_____ cannot assume the remainder of the mortgage on the original terms.

Demand Feature: This obligation

_____ [is payable on demand] or [has a demand feature]

_____ [is not payable on demand] or [has no demand feature]

See your loan documents for any additional information about the terms of the Homebuyer Junior Loan (under the Homebuyer Junior Note), nonpayment, default and penalties and any required repayment in full before the scheduled date.

ITEMIZATION OF THE AMOUNT FINANCED OF $_____

$_____ Amount given to you directly

$_____ Amount paid on your account

Amount paid to others on your behalf:

$_____ to [credit bureau] [appraiser] [title insurance company] [escrow]

$_____ to (name of another creditor)

$_____ to (other)

$_____ prepaid finance charge

NOTICE OF RIGHT TO CANCEL

Your Right to Cancel

You are entering into a transaction that will result in a lien on your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

(1) the date of the transaction, which is _____; or
(2) the date you received your Truth in Lending disclosures; or
(3) the date you received this notice of your right to cancel.

If you cancel the transaction, the lien is also canceled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the lien on your home has been canceled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at any location in the City of Moreno Valley convenient to you. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of you offer, you may keep it without further obligation.

How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing, at

CITY OF MORENO VALLEY
14177 Frederick Street
Moreno Valley, California 92552
ATTN: City Manager

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of the third business day following the latest of the three events listed above. If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

ACKNOWLEDGMENT OF RECEIPT

I have received two (2) copies of this Notice of Right to Cancel.

Signature _____ Date _____

Signature _____ Date _____

I WISH TO CANCEL

Signature _____ Date _____

Signature _____ Date _____

I HAVE NOT CANCELED

I confirm that at least four days ago (excluding Sundays and federal holidays) I received two (2) copies of this notice, and I have not canceled the transaction for which this notice is given.

Signature _____ Date _____

Signature _____ Date _____

EXHIBIT G

[RESERVED]

EXHIBIT H

HOMEBUYER ACKNOWLEDGMENT OF COVENANTS

RECORDING REQUESTED BY	)
AND WHEN RECORDED MAIL TO:	)
	)
City of Moreno Valley	)
Attention: City Manager	)
14177 Frederick Street	)
Moreno Valley, CA 92552	)

(Space above for Recorder's use.)
(Exempt from Recording Fees Per Gov't Code §27383.)

CERTIFICATE REGARDING DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS AND CERTAIN OTHER INSTRUMENTS

THIS CERTIFICATE REGARDING DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS (the "Certificate") is made by the CITY OF MORENO VALLEY, a municipal corporation (the "City"), and [name of homebuyer], a [capacity] (the "Participant"), as of the date set forth below.

RECITALS

A. The City, the Housing Authority of the City of Moreno Valley ("Housing Authority") and Habitat for Humanity, Riverside, Inc., a California nonprofit public benefit corporation ("Developer") entered into an Affordable Housing Agreement, dated as of May 1, 2013 (the "AHA"). The AHA is on file with the City as a public record and is incorporated herein by this reference. A copy of the AHA has been provided to Participant.

B. In connection with the implementation of the AHA, the City and the Developer, have executed a Declaration of Conditions, Covenants and Restrictions dated as of _____, 2013 which was recorded in the Official Records of Riverside County on _____, 2013, as Document No. _____ (the "CC&Rs"). The CC&Rs are hereby incorporated herein. The CC&Rs contain requirements with respect to nondiscrimination, maintenance of the Property, affordable housing, and other matters as set forth therein. A copy of the CC&Rs has been provided to Participant.

C. Article IV of the CC&Rs require that the house constructed on the affected property shall be owned only by purchasers whose income, at the time of purchase, does not exceed eighty percent (80%) of Riverside County median income ("Lower Income Households"), and that sales prices shall be limited to a price which is determined to be an "Affordable Housing Cost" to Lower Income Households under California law as determined in accordance with Section 50052.5 of the California Health and Safety Code.

D. In connection with the AHA, the Participant has reviewed and has executed a "Homebuyer Loan Agreement" with the City. A copy of the Homebuyer Loan Agreement is on file

with the City as a public record and is deemed incorporated herein. All capitalized terms used herein but not defined herein shall have the meanings established therefor in the Homebuyers Loan Agreement and, if not defined in the Homebuyer Loan Agreement, then in the AHA (including the Attachments thereto).

E. Participant desires to purchase the Property, including a single family house located on the Property, [address of homebuyer], Moreno Valley, California ("Participant's House") from the Developer. A legal description of the Property is attached hereto as Exhibit "A" and incorporated herein.

F. By this Acknowledgment of CC&Rs, the Participant acknowledges that Participant's House and the Property is subject to the affordable housing requirements of Article IV of the CC&Rs, and that all of the other requirements of the CC&Rs also apply to Participant's House and the Property for the term set forth in the CC&Rs. The Participant further agrees that Participant acquires the Property subject to, and that Participant shall comply with, the Homebuyer Loan Agreement and each and every instrument referenced in Section 3 of this Certificate.

G. Participant understands that the City is relying on Participant's certifications herein in agreeing to release the Developer from certain obligations and crediting the Participant with the payment of certain sums which the Developer owes to the City and that the Housing Authority is relying upon Participant's certifications in connection with making the Property available for use as affordable housing.

NOW, THEREFORE, Participant hereby agrees and acknowledges as follows:

1. Participant has been provided a copy of the CC&Rs. Participant has carefully read the CC&Rs, and in signing this Acknowledgment, does do so with full knowledge of the obligations imposed on Participant pursuant to the CC&Rs.

2. Participant specifically agrees and acknowledges that Participant's House and the Property is subject to the requirement of Article IV of the CC&Rs to restrict sales to "Eligible Persons and Families" at an "Affordable Housing Cost." Article IV of the CC&Rs provides in substance as follows:

"ARTICLE IV
AFFORDABLE HOUSING

Section 1. Affordability Covenants. Participant agrees for itself, and its successors and assigns, and every successor to Participant's interest in the Site, or any part thereof that until the forty fifth (45th) anniversary of the recordation of this Declaration (the "Expiration Date"):

(a) Each dwelling unit on the Site (the "Affordable Units") shall only be owned and occupied by Participant or by households which, as of the time of purchase of the Site, have an income which does not exceed Eighty Percent (80%) of the Riverside County monthly median income (which households shall, for purposes of this Declaration, constitute "Eligible Persons or Families"). It is further agreed and acknowledged that each and every occupant of each of the Affordable Units shall execute agreements, promissory notes and

deeds of trust encumbering the subject property for the benefit of the City in form acceptable to the City.

(b) The Affordable Units may be sold at an Affordable Housing Cost (as defined below) to Eligible Persons or Families. Affordable Housing Cost shall mean, as to each household consisting of Eligible Persons or an Eligible Program Participant, that purchase price which would result in monthly housing payments which do not exceed an amount under any currently prevailing, fixed conventional home mortgage lending rates applied by any reputable institutional home mortgage lender, or the lending rates of any government-subsidized or special mortgage program for which such person or family qualifies and has obtained a first trust deed loan, which do not exceed: (i) thirty percent (30%) of seventy percent (70%) of the Riverside County monthly median income (as determined by the United States Department of Housing and Urban Development) (the "Median Income") for a household having an income which does not exceed eighty percent (80%) of the Median Income, all as more particularly set forth in Sections 50052.5 and 50079.5 of the California Health and Safety Code; provided that if a particular household's income is between seventy percent (70%) and eighty percent (80%) of Median Income, then the actual income may be used in place of seventy percent (70%).

(c) The covenant contained in this Section 2 shall run with the land and shall automatically terminate and be of no further force or effect as of the Expiration Date.

Section 2. Transfer of Site. No transfer of the Affordable Unit shall occur until the City determines (a) that the proposed purchaser intends to occupy such Affordable Unit as the proposed purchaser's principal residence, (b) that the proposed purchaser is an Eligible Person(s) or Household, and (c) that the proposed transfer occurs at an Affordable Housing Cost as determined pursuant to the Agreement. The proposed purchaser shall have submitted to the City such information and completed such forms as the City shall request to certify the proposed purchaser's intent with respect to its residency of the Affordable Unit and its gross income and the proposed purchaser has submitted an affidavit disclosing and certifying the amount of the proposed purchase price. Prior to conveyance of the Affordable Unit, each approved purchaser shall submit to the City an executed disclosure statement which certifies that the purchaser is aware that the purchaser buying may only sell the unit at an Affordable Housing Cost to a Low income person or family, that the maximum permitted sales price may be less than fair market value and that the corresponding Affordable Unit must be owner-occupied at all times and cannot be rented or leased. Participant shall cooperate with the City in providing such forms to proposed purchasers and in assisting proposed purchasers to prepare such forms and to provide any required information to the City in connection with the Participant's original sale of the corresponding Affordable Unit.

PARTICIPANT UNDERSTANDS THAT THE DETERMINATION OF THE AFFORDABLE HOUSING COST CAN BE MADE ONLY AT THE TIME OF THE PROPOSED TRANSFER, TAKING INTO CONSIDERATION INTEREST RATES, THE TERMS OF SALE OFFERED TO AND THE ECONOMIC CIRCUMSTANCES OF THE PROPOSED PURCHASER AND OTHER FACTORS THAT CANNOT BE ACCURATELY PREDICTED, AND THAT THE TRANSFER PRICE PERMITTED HEREUNDER WILL PROBABLY BE SUBSTANTIALLY LESS THAN THE FAIR MARKET VALUE OF SUCH PROPERTY AND MAY NOT INCREASE OR DECREASE IN THE SAME MANNER AS OTHER SIMILAR REAL PROPERTY WHICH IS NOT

ENCUMBERED BY THIS RESTRICTION AND, FURTHER, THAT THE RESTRICTIONS MAY SEVERELY LIMIT THE INTEREST OF PROSPECTIVE BUYERS IN THE PROPERTY. PARTICIPANT FURTHER ACKNOWLEDGES THAT AT ALL TIMES IN SETTING THE TRANSFER PRICE THE PRIMARY OBJECTIVE OF THE CITY AND THIS DECLARATION IS TO PROVIDE HOUSING TO LOW INCOME HOUSEHOLDS AT AN AFFORDABLE HOUSING COST.

The covenant contained in this Section 2 shall run with the land and shall automatically terminate and be of no further force or effect upon the Expiration Date."

3. Participant has been provided with a copy of the AHA, as well as a copy of each of the CC&Rs and the Homebuyer Loan Agreement (including all attachments thereto). Participant has been provided with and has reviewed and has executed the Homebuyer Loan Agreement, the Homebuyer Senior Note and the Homebuyer Senior Deed of Trust.

IN WITNESS WHEREOF, the City and the Participant have executed this Certificate as of _____, 2013 .

PARTICIPANT

By: _____
[name of homebuyer]

CITY

CITY OF MORENO VALLEY, a municipal corporation

By: _____

Printed Name: _____

Dated: _____,2013

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

That certain real property located in the City of Moreno Valley, County of Riverside, State of California, described as follows:

[to come]

EXHIBIT I

HOMEBUYER JUNIOR NOTE

(PROMISSORY NOTE SECURED BY DEED OF TRUST)

$200,000.00 ("Original Principal Amount") Moreno Valley, California

_____, 2013 ("City Loan Date")

Property Address: [address of homebuyer]

Moreno Valley, California 92552
City State Zip Code

FOR VALUE RECEIVED, the undersigned ("Maker") promises to pay to the City of Moreno Valley ("Holder" or "City") at 14177 Frederick Street, Moreno Valley, California 92552, or at such other address as Holder may direct from time to time in writing, the sums specified in the terms and provisions of this Promissory Note as the "Note Amount".

1. **Loan Agreement.** This Homebuyer Junior Promissory Note (this "Note") is made and delivered pursuant to and in implementation of the Homebuyer Loan Agreement entered by and among the Holder and the Maker dated _____, 2013 ("Agreement"), a copy of which is on file as a public record with the Holder. The Agreement is incorporated herein by this reference. The Maker acknowledges that but for the execution of this Note, the Holder would not enter into the Agreement or make the loan contemplated therein. Unless definitions of terms have been expressly set out at length herein, each term shall have the same definition as set forth in the Agreement.

2. **Term.** The term of the Note shall be forty-five (45) years from the City Loan Date ("Term"). This Note will mature on _____, 20__.

3. **Note Amount.** The sums due and payable pursuant to the terms and provisions of this Note consist of both the Original Principal Amount and any other amounts which become due hereunder (collectively, the "Junior Note Amount").

4. **Junior Loan Amount; Interest Rate.** The Junior Loan Amount shall accrue no (0%) interest.

5. **Junior Loan Amount; Payments.** Payments shall be due and payable on the first day of each month beginning _____ 1, 201_. Monthly payments shall be due in the amount of _____ ($_____). Payments shall be made payable to the City of Moreno Valley and shall be made at the address set forth in the first paragraph of this Note.

6. **Acceleration.** The whole of the Note Amount, inclusive of both the Original Principal Amount and all other payments due hereunder and under the Agreement shall become due and be immediately payable to the Holder by the Maker upon the occurrence of the first of the following events: (a) the sale or transfer of the Property, including, without limitation, the lease,

exchange or other disposition of the Property or any interest therein, whether voluntary or involuntary, except (i) a sale of the Property to a Low Income Household at an Affordable Housing Cost with City's prior written approval accomplished in strict conformity with Section 4 of the Agreement, or (ii) the transfer of the Property solely as a result of the marriage, divorce, incompetence or death of one or more individuals constituting the Maker, so long as the transferee(s) give written notice supported by reasonable evidence of such event to Holder within thirty (30) days of its occurrence and the transferee(s) assume the Maker's obligations under the Agreement and this Note, by execution of an assignment and assumption agreement to be provided by the Holder, or (iii) a sale or transfer which under applicable law would not, by itself, permit the Holder to exercise a due on sale or due on encumbrance clause, or (b) such time if or when Maker is no longer an occupant of the Property pursuant to Section 5 of the Agreement or is in default of any other obligation under the Agreement.

7. **Sale to Low Income Household at Affordable Housing Cost.** For a period ("Affordability Period") commencing upon the recording of the City Developer CC&Rs and terminating on the forty-fifth (45th) anniversary thereof ("Affordability Period Termination Date"), the Note Amount will not become due and payable if Maker sells or otherwise conveys the Property to a Low Income Household at an Affordable Housing Cost ("Eligible Persons and Families"), and the purchaser assumes this Note and the Agreement by an assignment and assumption agreement which is reasonably acceptable to the Holder and such additional documentation as may be required by Holder. Maker acknowledges it shall comply with the Affordable Housing resale restrictions relating to any prospective sale of the Property.

Sale to Low Income Household. For a period ("Affordability Period") commencing upon the recording of the City Developer CC&Rs and terminating on the forty-fifth (45th) anniversary thereof ("Affordability Period Termination Date"), the Note Amount will not become due and payable if Trustor sells or otherwise conveys the Property to a Low Income Household at an Affordable Housing Cost ("Eligible Persons and Families"), and the purchaser assumes the Note and the Agreement by an assignment and assumption agreement which is reasonably acceptable to the Beneficiary.

"Affordable Housing Cost" means as follows:

Each purchaser shall be a person or family of Low Income earning not more than eighty percent (80%) of Median Income which agrees to occupy the Homebuyer Property as such purchaser's principal residence. "Affordable Housing Cost" for each Participant (and all successors thereto during the 45-year Affordability Period) shall be as defined in Health & Safety Code Section 50052.5 (or its successor statute) and the implementing regulations thereto promulgated by the Housing and Community Development Department of the State of California. As of the date of the Agreement, Affordable Housing Cost means a monthly housing cost which does not exceed thirty percent (30%) times seventy percent (70%) of Median Income adjusted for family size appropriate to the Property; provided that if a particular household's income is between seventy percent (70%) and eighty percent (80%) of Median Income, then the actual income may be used in place of seventy percent (70%). (Pursuant to Section 50052.5 because the Property has three bedrooms the presumed household size for purposes of the Agreement is four persons.)

The income of co-signers (individuals who sign only the Promissory Note) and co-mortgagors (individuals who sign both the Promissory Note and the grant deed) will be included for

determining whether Participant is a Low Income Household, if such co-signers and co-mortgagors are part of Participant's household and are residing in the Property.

8. **Security for Note.** This Note shall be secured by a subordinate deed of trust and rider thereto of even date herewith encumbering the Property ("the Homebuyer Junior Deed of Trust"), executed by Maker, as trustor, in favor of Holder, as beneficiary. The Homebuyer Junior Deed of Trust shall be junior and subordinate to a deed of trust securing repayment of the "Homebuyer Senior Loan" (the "Homebuyer Senior Loan") as provided under the Homebuyer Loan Agreement.

9. **Prepayment of Note.** Maker may prepay this Note to Holder, provided that any prepayment must be in full and not in part. Prepayment shall not, however, release Maker from the requirements of the Homebuyer Junior Loan or the City Developer CC&Rs. In addition, prepayment shall be treated in the same manner as a refinancing of the Property.

10. **Holder May Assign.** Holder may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Maker.

11. **Maker Assignment Prohibited.** In no event shall Maker assign or transfer any portion of this Note, the Note Junior Amount and/or the Agreement without the prior express written consent of the Holder, as provided in Section 7 hereof.

12. **Joint and Several.** The undersigned, if more than one, shall be jointly and severally liable hereunder.

13. **Attorneys' Fees and Costs.** In the event that any action is instituted to enforce payment under this Homebuyer Junior Note, the parties agree the non-prevailing party shall be responsible for and shall pay to the prevailing party all court costs and all attorneys' fees incurred in enforcing this Note.

14. **Amendments.** This Note may not be modified or amended except by an instrument in writing expressing such intention executed by the parties sought to be bound thereby, which writing must be so firmly attached to this Note so as to become a permanent part thereof.

15. **Maker's Waivers.** Maker waives any rights to require the Holder to: (a) demand payment of amounts due (known as "presentment"), (b) give notice that amounts due have not been paid (known as "notice of dishonor"), and (c) obtain an official certification of nonpayment (known as "protest").

16. **Notices.** Any notice, demand, approval, consent, or other communication required or desired to be given under this Note shall be in writing and shall be either personally served, sent by telecopy, mailed in the United States mails, certified, return receipt requested, postage prepaid, or sent by other commercially acceptable means, addressed to the party to be served with the copies indicated below, at the last address given by that party to the other under the provisions of this section. All communications shall be deemed delivered at the earlier of actual receipt, the next business day after deposit with Federal Express or other overnight delivery service or two (2) business days following mailing as aforesaid, or if telecopied, when sent, provided a copy is mailed or delivered as provided herein:

To Maker:

[name of homebuyer]
[address of homebuyer]
Moreno Valley, California 92552

To City:

City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552
Attention: City Manager

17. **Successors Bound.** This Note shall be binding upon the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, Maker has executed this Note as of the date set forth below.

MAKER:

By: _____
Printed Name: [name of homebuyer]

EXHIBIT J

HOMEBUYER JUNIOR DEED OF TRUST

DEED OF TRUST WITH ASSIGNMENT OF RENTS

WHEN RECORDED MAIL TO:
City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552
Attention: City Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)

This DEED OF TRUST, made as of _____, 2013 between [name of homebuyer] ("Program Participant" or "Trustor") whose address is [address of homebuyer], Moreno Valley, California 92552, **TICOR TITLE COMPANY OF CALIFORNIA**, a California corporation, herein called TRUSTEE, and the **CITY OF MORENO VALLEY**, a municipal corporation, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of Moreno Valley, County of Riverside, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing: (1) payment of the sum of $200,000, according to the terms of a promissory note of even date herewith designated as the "Homebuyer Junior Note" made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof pursuant to a Homebuyer Loan Agreement between Trustor and Beneficiary as of _____, 2013 (the "Agreement"; a copy of the Agreement is on file with Beneficiary as a public record and is deemed incorporated herein by reference). All capitalized terms not defined herein shall have the meanings established therefor under the Agreement unless the context requires otherwise, (2) the performance of each agreement of Trustor incorporated by reference or contained herein, the default under any of which shall constitute a default hereunder, (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust, and (4) compliance under each of (i) that certain Declaration of Conditions, Covenants and Restrictions recorded on _____, 2013 as Document No. _____ among the official land records of the County of Riverside (the "City Developer CC& Rs") and (ii) that certain document entitled Certificate Regarding Declaration of Conditions, Covenants and Restrictions and Certain Other Instruments (the "Homebuyer Acknowledgment of Covenants") recorded of even date herewith, and (5) performance under Exhibit "B" which is attached hereto and incorporated herein by reference.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Riverside County August 18, 1964 commencing at Book 3778, Page 347 of the Official Records of the Riverside County Recorder shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B thereof (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

SEE RIDER TO THIS DEED OF TRUST ATTACHED HERETO
AS EXHIBIT "B" AND MADE A PART HEREOF.

_____
[name of homebuyer]

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

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

WITNESS my hand and official seal.

_____
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Documents

_____
Signer(s) Other Than Named Above

EXHIBIT A

LEGAL DESCRIPTION

[to come]

EXHIBIT B

RIDER TO DEED OF TRUST

Exhibit B to Deed of Trust with Assignment of Rents dated as of _____, 2013, executed by [name of homebuyer], an individual, as "Trustor", to TICOR Title Company of California, a California corporation, as Trustee, for the benefit of Housing Authority of the City of Moreno Valley, a public body, corporate and politic, as "Beneficiary" ("Deed of Trust").

1. DEFAULT. A default or breach under any of the following shall, at Beneficiary's option, constitute a default under this Deed of Trust:

(a) A default under that certain Homebuyer Loan Agreement, executed by Trustor as Program Participant and Beneficiary, as City;

(b) A default under the City Developer CC&Rs; or

(c) A default under the Homebuyer Senior Deed of Trust; or

(d) A default under any other deed of trust encumbering the Property which has a priority senior to this Deed of Trust.

2. NON-IMPAIRMENT. Except as supplemented and/or modified by this Deed of Trust, all of the terms, covenants and conditions of the Other Deeds of Trust and the other loan documents executed in connection therewith shall remain in full force and effect.

3. DUE ON SALE OR ENCUMBRANCE. In the event of any Transfer (as defined below) of the Property, or any portion thereof or interest therein, Beneficiary shall have the absolute right at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. As used herein, the term "Transfer" means and includes the direct or indirect sale, transfer, conveyance, mortgage, further encumbrance, assignment, or other alienation of the Property, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, the execution of any installment land sale contract, sales agreement or similar instrument affecting all or a portion of the Property, granting of an option to purchase any portion of or interest in the Property or any interest therein, or the lease of all or substantially all of the Property or of all or substantially all of the improvements situated on the Property; provided that a sale of the Property to a Low Income Household at an Affordable Housing Cost with City's prior written approval accomplished in strict conformity with Section 4 of the Homebuyer Loan Agreement shall not be deemed to constitute grounds for acceleration under this Deed of Trust. Failure of Beneficiary to exercise the option to declare all sums secured hereby immediately due and payable upon a Transfer will not constitute waiver of the right to exercise this option in the event of any subsequent Transfer.

4. PRIORITY OF DEED OF TRUST. This Deed of Trust shall be subject to the City Developer CC&Rs and the Homebuyer Senior Deed of Trust but shall be senior to any deed of trust.

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) to pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation thereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To Pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof

regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance or any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE
TO TICOR TITLE COMPANY OF CALIFORNIA, TRUSTEE

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed on payment to you of any sums owning owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated: .....

.....

.....

Please mail Deed of Trust,
Note and Reconveyance to

.....

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

DEED OF TRUST
with power of sale

.....
TRUSTEE

EXHIBIT K

SELLER DEED

Recording Requested by:	)
	)
When Recorded Return to and	)
Mail Tax Statements to:	)
	)
	)
	)
	)
	)
	)

(Space above for Recorder's Use.)

GRANT DEED

For a valuable consideration, receipt of which is hereby acknowledged,

The **HABITAT FOR HUMANITY, RIVERSIDE, INC.**, a California nonprofit public benefit corporation ("Grantor"), hereby grants to [to come][capacity], herein called ("Grantee"), the real property hereinafter referred to as the "Property," described in Exhibit A attached hereto and incorporated herein, subject to the existing easements, restrictions and covenants or record described there.

1. The Property is conveyed in accordance with and subject to certain Affordable Housing Agreement entered into by and among the City of Moreno Valley, a municipal corporation ("City"), the Housing Authority of the City of Moreno Valley ("Authority") and Grantor dated as of May 1, 2013 (the "AHA"), a copy of which is on file with the City at its offices as a public record and which is incorporated herein by reference. The Property is also conveyed in accordance with a Homebuyer Loan Agreement between the City and the Grantee dated as of _____ __, 201_ (the "HLA"), a copy of which is on file with the City. All capitalized terms not defined herein shall have the meanings capitalized therefor in the AHA and, if not defined therein, as defined in the HLA.

2. The Grantee hereby covenants and agrees, for itself and its successors and assigns, that during construction and thereafter, the Grantee shall not use the Property for other than the uses allowed pursuant to the AHA and the HLA.

3. The Property is conveyed to grantee at a purchase price, herein called "Purchase Price", determined in accordance with the uses permitted. Therefore, Grantee hereby covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property that the Grantee, such successors and such assigns, shall maintain and use the Property in accordance with that certain Declaration of Conditions, Covenants and Restrictions recorded as document number _____ (the "City Developer CC&Rs") among the official land records of the County Recorder of the County of Riverside ("Official Records") that certain document entitled Certificate Regarding Declaration of Conditions, Covenants and Restrictions and Certain Other Instruments (the "Homebuyer Acknowledgment of Covenants") recorded of even date herewith.

THIS PROPERTY IS SUBJECT TO DECLARATIONS OF CONDITIONS, COVENANTS AND RESTRICTIOSN FOR AFFORDABLE HOUSING WHICH PROHIBIT THE RENTAL OF THE PROPERTY AND WHICH RESTRICT THE OCCUPANCY AND TRANSFER OF THE PROPERTY.

4. The Grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

5. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest permitted by the Agreement; provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

6. All covenants contained in this Grant Deed shall be covenants running with the land. Grantee's obligation to maintain and use the improvements constructed as provided in paragraph 3 shall continue in effect for a period ending on [insert date which is the 45th anniversary of the conveyance of the Site by the Authority to the Developer]. Every covenant contained in this Grant Deed against discrimination contained in paragraph 4 of this Grant Deed shall remain in perpetuity. The covenants shall be enforceable by each of the City and the Authority.

7. All covenants without regard to technical classification or designation shall be binding for the benefit of the City, and such covenants shall run in favor of the City for the entire period during which such covenants shall be in force and effect, without regard to whether the City is or remains an owner of any land or interest therein to which such covenants relate. The City, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized, this _____ day of _____, 2013.

The Grantee agrees to be bound by the covenants set forth above.

HABITAT FOR HUMANITY, RIVERSIDE, INC.,
a California nonprofit public benefit corporation

By:_____
Its: _____

By:_____
Its: _____

"GRANTOR"

[Name of Grantee(s)]

[to come]

EXHIBIT A

LEGAL DESCRIPTION

[to come]

ATTACHMENT NO. 7

CITY DEVELOPER CC&Rs

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of Moreno Valley)
14177 Frederick Street)
Moreno Valley, CA 92552)
Attention: City Manager)

(Space above for Recorder's use.)
(Exempt from Recording Fees Per Gov't Code §27383.)

THIS **DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS** (the "Declaration" or "City Developer CC&Rs"), dated as of _____, 2013 is made by and among **HABITAT FOR HUMANITY, RIVERSIDE, INC.**, a California nonprofit public benefit corporation (the "Participant" or the "Developer") and the **CITY OF MORENO VALLEY**, a municipal corporation (the "City"), as of the date set forth below, and concerns the "Site", which is that certain property described in Exhibit "A" hereto.

RECITALS

A. City is a municipal corporation. The City is the recipient of moneys from the federal government pursuant to the Neighborhood Stabilization Program ("NSP") enacted by the United States Congress as part of the Housing and Economic Recovery Act of 2008 (Pub. L. 110-289, approved July 30, 2008, sometimes referred to as "HERA" and the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Pub. L. 111-203, approved July 21, 2010), including regulations cited at 75 FR 64322 sometimes together referred to as "NSP3"), and has determined to utilize funding therefrom for the development and long-term retention of affordable ownership housing.

B. City entered into a Affordable Housing Agreement dated as of May 1, 2013 (the "Agreement") with Habitat for Humanity, Riverside, Inc., a California nonprofit public benefit corporation ("Developer") and the Housing Authority of the City of Moreno Valley (the "Housing Authority"), pursuant to which the Developer was to purchase that certain parcel of real property (the "Site") located in the City of Moreno Valley, County of Riverside, State of California, described in Exhibit "A" attached hereto and incorporated herein, and to divide the Site into eight (8) lots (each a "Lot"), to construct or cause to be constructed a house on each lot (each a "House", and, together with the corresponding Lot, a "Homebuyer Property"), and to effect he conveyance of such residence at "Affordable Housing Cost" to "Program Participants," as defined in the Agreement.

C. The Site was originally acquired by the former Community Redevelopment Agency of the City of Moreno Valley (the "Redevelopment Agency"). The Redevelopment Agency, as well as all other redevelopment agencies in the State of California, was dissolved pursuant to ABx1 26 as enacted by the California Legislature during 2011 (the "2011 Dissolution Measure"). The administration of the dissolution of redevelopment agencies was also addressed by AB 1484, Chapter 26, Statutes of 2012 ("AB 1484" and, together with the 2011 Dissolution Measure, the "Dissolution Act"). In the course of implementation of the dissolution of the Redevelopment Agency under the Dissolution Act, housing assets of the former Redevelopment Agency were transferred to the Housing Authority.

D. Developer, Housing Authority and the City desire and intend that the Site shall be restricted to use in conformity with this Declaration to preserve its value for the benefit of City, Developer, "Participants" (which shall mean each "Program Participant", as defined in the Agreement, and each successor thereto ("Participants") as to any portion of the Site), and their successors, and the surrounding neighborhood.

E. "Participant" shall mean (i) the Developer and (ii) each subsequent owner as to the Site that is owned by such person(s). Upon conveyance of the Site by the Developer accomplished in strict conformance with Article IV of the CC&Rs, as confirmed by the City, Developer shall not thereafter be deemed to be a "Participant" hereunder until such time, if ever, that the Developer later acquires title to the Site.

NOW, THEREFORE, Developer hereby agrees and covenants to adhere to each and every one of the following covenants, conditions and restrictions with regard to all or any portion of the Property owned by Developer (or its successors and assigns) as though Developer were a Participant, and, as a condition of closing escrow on the House, to require the Participant purchasing such House to acknowledge and agree to a similar declaration of covenants, conditions and restrictions, and to become and remain responsible for adherence to the covenants, conditions and restrictions contained herein as to such House. Upon each conveyance of a portion of the Site, the owner thereof shall be obligated to perform all duties of Participant hereunder, with respect to the Site as is owned by such Participant.

ARTICLE I

NONDISCRIMINATION

1. Participant covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Site, nor shall Participant itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Site.

Participant, its successors and assigns, shall refrain from restricting the rental, sale or lease of the Site on the basis of race, color, religion, sex, marital status, national origin or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.."

b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

c. In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

ARTICLE II

DUTIES OF PARTICIPANT

Section 1. Exterior Maintenance. All exterior, painted surfaces of any structures located on the Site shall be maintained at all times in a clean and presentable manner. Any such defacing marks shall be cleaned or removed within a reasonable period of time.

Section 2. Front and Side Exteriors. Participant shall, at all times maintain the front exterior, any visible side exteriors, and yards, if any, in a clean, safe and presentable manner.

Section 3. Graffiti Removal. All graffiti, and defacement of any type, including marks, words and pictures must be removed from the Site and any necessary painting or repair completed within one (1) week of creation or within one (1) week after notice to Participant from City, whichever is less.

Section 4. Landscaping. All landscaping surrounding the corresponding lot shall be maintained in a manner consistent with standards of the City of Moreno Valley Municipal Code (the "Code") and any rules, regulations and standards adopted pursuant to the Code. In addition, for example, the yard areas shall not contain the following: (a) lawns with grasses in excess of nine (9) inches in height, (b) trees, shrubbery, lawns, and other plant life which are dying from lack of water or other necessary maintenance, (c) trees and shrubbery grown uncontrolled without proper pruning, (d) vegetation so overgrown as to be likely to harbor rats or vermin, (e) dead, decayed or diseased trees, weeds and other vegetation, and (f) inoperative irrigation system(s).

Participant shall properly maintain the buildings, landscaping and yard areas on the Site, as follows:

(a) No improperly maintained landscaping shall be visible from public rights of way, including:

1. no lawns with grasses in excess of six (6) inches in height;

2. no untrimmed hedges;

3. no trees, shrubbery, lawns, and other plant life dying from lack of water or other necessary maintenance;

4. no trees and shrubbery grown uncontrolled without proper pruning;

5. no vegetation so overgrown as to be likely to harbor rats or vermin;

6. no dead, decayed or diseased trees, weeds and other vegetation.

(b) No yard areas shall be left unmaintained, including:

1. no broken or discarded furniture, appliances and other household equipment stored in yard areas for periods exceeding one (1) week;

2. no packing boxes, lumber, trash, dirt and other debris stored in yards for periods exceeding one (1) week in areas visible from public property or neighboring properties;

3. no unscreened trash cans, bins or containers stored for unreasonable periods in areas visible from public property or neighboring properties; and

4. no vehicles parked or stored in other than approved parking areas.

(c) No buildings may be left in an unmaintained condition, including:

1. no violations of state law, Uniform Codes, or City ordinances;

2. no condition that constitutes an unsightly appearance that detracts from the aesthetics or property value of the subject property or constitutes a private or public nuisance;

3. no broken windows or chipped, cracked or peeling paint; and

4. no conditions constituting hazards and/or inviting trespassers or malicious mischief.

If such buildings, landscaping or yard areas are not so maintained, and such condition is not corrected as soon as possible after notice thereof from City or the City of Moreno Valley, then either City or the City may perform the necessary maintenance and Covenantor shall pay such costs as are reasonably incurred for such maintenance.

ARTICLE III

OBLIGATION TO MAINTAIN, REPAIR AND REBUILD

Section 1. Maintenance by Participant. Participant shall, at his sole cost and expense, maintain and repair the Site and the improvements thereon keeping the same in good condition and making all repairs as may be required by this Declaration and the Code.

Section 2. Damage and Destruction Affecting Site - Duty to Rebuild. If all or any portion of the Site and the improvements thereon is damaged or destroyed by fire or other casualty, it shall be the duty of Participant to rebuild, repair or reconstruct the Site in a timely manner to restore it to Code compliance condition.

Section 3. Variance in Exterior Appearance and Design. If the Site is damaged or destroyed by casualty, Participant may apply to the City for approval to reconstruct, rebuild or repair the Site in a manner which will provide different exterior appearance and lot design from that which existed prior to the date of the casualty.

Section 4. Time Limitation. In the event of damage or destruction due to casualty, Participant shall be obligated to proceed with all due diligence and commence reconstruction within two (2) months after the damage occurs and complete reconstruction within six (6) months after damage occurs or demolition and vacate within two (2) months, unless prevented by causes beyond the reasonable control of Participant.

ARTICLE IV

AFFORDABLE HOUSING

Section 1. Affordability Covenants. Participant agrees for itself, and its successors and assigns, and every successor to Participant's interest in the Site, or any part thereof that until the forty-fifth (45th) anniversary of the recordation of this Declaration (the "Expiration Date"):

(a) Each dwelling unit on the Site (the "Affordable Units") shall only be owned and occupied by Participant or by households which, as of the time of purchase of the Site, have an income which does not exceed Eighty Percent (80%) of the Riverside County monthly median income (which households shall, for purposes of this Declaration, constitute "Eligible Persons or Families"). It is further agreed and acknowledged that each and every occupant of each of the Affordable Units shall execute agreements, promissory notes and deeds of trust encumbering the subject property for the benefit of the City in form acceptable to the City.

(b) The Affordable Units may be sold at an Affordable Housing Cost (as defined below) to Eligible Persons or Families. Affordable Housing Cost shall mean, as to each household consisting of Eligible Persons or an Eligible Program Participant, that purchase price which would result in monthly housing payments which do not exceed an amount under any currently prevailing, fixed conventional home mortgage lending rates applied by any reputable institutional home mortgage lender, or the lending rates of any government-subsidized or special mortgage program for which such person or family qualifies and has obtained a first trust deed loan, which do not exceed: (i) thirty percent (30%) of seventy percent (70%) of the Riverside County monthly median income (as determined by the United States Department of Housing and Urban Development) (the "Median Income") for a household having an income which does not exceed eighty percent (80%) of the Median Income, all as more particularly set forth in Sections 50052.5 and 50079.5 of the California Health and Safety Code; provided that if a particular household's income is between seventy percent (70%) and eighty percent (80%) of Median Income, then the actual income may be used in place of seventy percent (70%); provided that if a particular household's income is between seventy percent (70%) and eighty percent (80%) of Median Income, then the actual income may be used in place of seventy percent (70%).

(c) The covenant contained in this Section 2 shall run with the land and shall automatically terminate and be of no further force or effect as of the Expiration Date.

Section 2. **Transfer of Site**. No transfer of the Affordable Unit shall occur until the City determines (a) that the proposed purchaser intends to occupy such Affordable Unit as the proposed purchaser's principal residence, (b) that the proposed purchaser is an Eligible Person(s) or Household, and (c) that the proposed transfer occurs at an Affordable Housing Cost as determined pursuant to the Agreement. The proposed purchaser shall have submitted to the City such information and completed such forms as the City shall request to certify the proposed purchaser's intent with respect to its residency of the Affordable Unit and its gross income and the proposed purchaser has submitted an affidavit disclosing and certifying the amount of the proposed purchase price. Prior to conveyance of the Affordable Unit, each approved purchaser shall submit to the City an executed disclosure statement which certifies that the purchaser is aware that the purchaser buying may only sell the unit at an Affordable Housing Cost to a Low Income person or family, that the maximum permitted sales price may be less than fair market value and that the corresponding Affordable Unit must be owner-occupied at all times and cannot be rented or leased. Participant shall cooperate with the City in providing such forms to proposed purchasers and in assisting proposed purchasers to prepare such forms and to provide any required information to the City in connection with the Participant's original sale of the corresponding Affordable Unit.

PARTICIPANT UNDERSTANDS THAT THE DETERMINATION OF THE AFFORDABLE HOUSING COST CAN BE MADE ONLY AT THE TIME OF THE PROPOSED TRANSFER, TAKING INTO CONSIDERATION INTEREST RATES, THE TERMS OF SALE OFFERED TO AND THE ECONOMIC CIRCUMSTANCES OF THE PROPOSED PURCHASER

AND OTHER FACTORS THAT CANNOT BE ACCURATELY PREDICTED, AND THAT THE TRANSFER PRICE PERMITTED HEREUNDER WILL PROBABLY BE SUBSTANTIALLY LESS THAN THE FAIR MARKET VALUE OF SUCH PROPERTY AND MAY NOT INCREASE OR DECREASE IN THE SAME MANNER AS OTHER SIMILAR REAL PROPERTY WHICH IS NOT ENCUMBERED BY THIS RESTRICTION AND, FURTHER, THAT THE RESTRICTIONS MAY SEVERELY LIMIT THE INTEREST OF PROSPECTIVE BUYERS IN THE PROPERTY. PARTICIPANT FURTHER ACKNOWLEDGES THAT AT ALL TIMES IN SETTING THE TRANSFER PRICE THE PRIMARY OBJECTIVE OF THE CITY AND THIS DECLARATION IS TO PROVIDE HOUSING TO LOW INCOME HOUSEHOLDS AT AN AFFORDABLE HOUSING COST.

The covenant contained in this Section 2 shall run with the land and shall automatically terminate and be of no further force or effect upon the Expiration Date.

ARTICLE V

ENFORCEMENT

Section 1. Remedies. Breach of the covenants contained in this Declaration may be enjoined, abated or remedied by appropriate legal proceeding.

Section 2. Rights of the City. As a party to this Declaration, the City is entitled to the following rights:

a. The City has the right, but not the obligation, to enforce all of the provisions of this Declaration.

b. Any amendment to the Declaration shall require the written consent of the City.

c. This Declaration does not in any way infringe on the right or duties of the City to enforce any of the provisions of the Code including, but not limited to, the abatement of dangerous buildings.

In addition to these rights of the City, the Housing Authority of the City of Moreno Valley (the "Housing Authority") shall have the right to enforce the Declaration.

Section 3. Notice of Inspection. Participant acknowledges and agrees that the City and its employees and agents shall have the right to enter upon the Site during normal business hours to ensure compliance with this Declaration and all applicable federal, state and local laws and regulations. The City agrees to notify Participant not less than forty-eight (48) hours prior to the City's proposed time of inspection of the Site, and agrees to attempt to obtain the Participant's consent to such inspection. Upon receipt of such notice, Participant agrees to cooperate with the City in making the Site available for inspection by the City. Participant acknowledges and agrees that if for any reason Participant fails to consent to such inspection, the City may obtain an administrative inspection warrant or take such other legal actions as may be necessary to gain entry to and inspect the Site.

Section 4. Cumulative Remedies. The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

Section 5. Failure to Enforce. The failure to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

ARTICLE VI
GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 2. Construction. The provisions of this Declaration shall be liberally construed for the purpose of maintaining the Site. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 3. Amendments. This Declaration may be amended only by the written agreement of Participant and the City.

Section 4. Notices. Any notice permitted or required to be delivered as provided herein to Participant shall be in writing and may be delivered either personally or by first-class or certified mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of same has been deposited in the United States Mail, postage prepaid, addressed to Participant. Such address may be changed from time to time by notice in writing to the City, which shall be made by certified mail to the City of Moreno Valley at 14177 Frederick Street, Moreno Valley, California 92552, Attention: City Manager, and shall be effective upon receipt.

Section 5. Term of Declaration. Except as provided in Article I relating to nondiscrimination, the covenants, conditions and restrictions of this Declaration shall run with the Site and shall expire as of the forty-fifth (45th) anniversary of the date of recordation of this Declaration.

IN WITNESS WHEREOF, the City and Participant have caused this instrument to be duly authorized, this _____ day of _____, 2013.

CITY

CITY OF MORENO VALLEY, a municipal corporation

By:_____
City Manager

DEVELOPER

HABITAT FOR HUMANITY, RIVERSIDE, INC., a California nonprofit public benefit corporation

By:_____
Printed Name:_____

By:_____
Printed Name:_____

EXHIBIT A

LEGAL DESCRIPTION OF THE SITE

[To come.]

ATTACHMENT NO. 8

REQUEST FOR NOTICE OF DEFAULT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552
Attention: City Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

Exempt from recording fees pursuant to Government Code § 27383.

Request for Notice Under Section 2924b Civil Code

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust recorded as Instrument No. _____ on _____, 2013_, in Book , Page , Official Records of Riverside County, California, and describing land therein as

See Exhibit A attached hereto

executed by _____, as Trustor, in which _____ is named as Beneficiary, and _____ as Trustee, be mailed to CITY OF MORENO VALLEY, at 14177 Frederick Street, Moreno Valley, California 92552, Attention: City Manager.

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A REQUEST MUST BE RECORDED.

_____
City Manager

EXHIBIT A

LEGAL DESCRIPTION

[To come.]

ATTACHMENT NO. 9

SCOPE OF DEVELOPMENT

I. GENERAL DESCRIPTION

The Site is specifically delineated on the Map and the Legal Description of the Site.

II. DEVELOPMENT

The Developer shall construct or cause to be constructed not fewer than eight (8) detached, single-family house on the Site, each with not less than 3 bedrooms and 2 bathrooms, together with all on-site and off-site features described in this Scope of Development, including without limitation landscaping. All such improvements collectively constitute the "Improvements". The Improvements are to be accomplished in two phases, the first phase consisting of the development of four (4) Houses and the second phase consisting of at least four (4) additional Houses. The first phase shall additionally include any off sites or conditions of City approvals for the Site.

The quality of construction shall be of a high level. The Improvements shall conform to the approved plans on file with the City as of the Date of Agreement as supplemented by the Design Development Drawings (the "Approved Plans"), including all conditions and mitigation measures.

The Developer shall commence and complete the Improvements by the respective times established therefor in the Schedule of Performance.

III. DEVELOPMENT STANDARDS

The Improvements shall conform to all applicable state laws and regulations and to local zoning, applicable provisions of the Municipal Code of the City of Moreno Valley (the "Municipal Code") and the following development standards:

A. General Requirements:

1. **Vehicular Access.** The placement of vehicular driveways shall be coordinated with the needs of proper street traffic flow as approved by the City. In the interest of minimizing traffic congestion, the City will control the number and location of curb breaks for access to the Site for off-street parking and truck loading. All access driveways shall require written approval of the City staff.

2. **Building Signs.** Signs shall be limited in size, subdued and otherwise designed to contribute positively to the environment. Signs identifying the building use will be permitted, but their height, size, location, color, lighting and design will be subject to City staff approval, and signs must conform to the Municipal Code.

3. **Screening.** All outdoor storage of materials or equipment shall be enclosed or screened to the extent and in the manner required by the City staff.

4. **Landscaping.** The Developer shall provide and maintain landscaping within the public rights-of-way and within setback area along all street frontages and conforming to the plans as hereafter approved by the City.

Landscaping shall consist of trees, shrubs and installation of an automatic irrigation system adequate to maintain such plant material. The type and size of trees to be planted, together with a landscaping plan, shall be subject to the City staff approval prior to planting.

5. **Utilities.** All utilities on the Site provided to service the units rehabilitated or reconstructed by the Developer shall be underground at Developer's expense.

6. **Building Design.** Buildings shall be constructed such that the Improvements shall be of high architectural quality, and shall be effectively and aesthetically designed and in conformance with City approvals.

B. Design Features:

The following design features are considered essential components to the Improvements:

Handicapped Units - Units are to be fully handicapped accessible in compliance with State Housing Code - Title 24 requirements.

Security - The details of security will be reviewed upon submission of the detailed plans.

Overall Design Quality, Materials, Colors, Design Features - Quality of design is important, materials and colors are to be approved by City.

Garages – Garage facilities (and not merely carports) shall be made available for each dwelling unit on Site.

C. City Processing:

Upon conclusion of the City's design and review processes as generally referenced at Sections 4.2 and 4.3 of this Agreement, construction of the Improvements in conformity with such approvals shall be deemed to conform to this Article III of this Scope of Development.

IV. DEMOLITION AND SOILS

The Developer assumes all responsibility for surface and subsurface conditions at the Site, and the suitability of the Site for the Improvements. The Developer has undertaken all investigation of the Site as it shall deem necessary and has not received or relied upon any representations of the City, the City, or their respective officers, agents and employees.

ATTACHMENT NO. 10

CERTIFICATE OF COMPLETION OF CONSTRUCTION

RECORDING REQUESTED BY	)
AND WHEN RECORDED MAIL TO:	)
	)
HABITAT FOR HUMANITY,	)
RIVERSIDE AREA, INC.	)
2180 Iowa Avenue	)
Riverside CA 92507	)
Attn: President	)
	)

(Space Above for Recorder's Use Only)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

CERTIFICATE OF COMPLETION OF CONSTRUCTION

THIS CERTIFICATE OF COMPLETION OF CONSTRUCTION (the "Certificate") is made by the **HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY**, a public body, corporate and politic (the "City"), in favor of **HABITAT FOR HUMANITY, RIVERSIDE, INC.**, a California nonprofit public benefit corporation (the "Developer"), as of the date set forth below.

RECITALS

A. City, the Housing Authority of the City of Moreno Valley (the "Housing Authority") and the Developer have entered into that certain Affordable Housing Agreement ("Agreement") dated May 1, 2013 concerning the redevelopment of certain real property situated in the City of Moreno Valley, California, as more fully described in Exhibit "A" attached hereto and made a part hereof (the "Property").

B. As referenced in Section 4.13 of the Agreement, City is required to furnish the Developer or its successors with a Certificate of Completion of Construction upon completion of construction of the "Improvements" (as defined in Section 1.1 of the Agreement), which Certificate is required to be in such form as to permit it to be recorded in the Recorder's Office of Riverside County. This Certificate is conclusive determination of satisfactory completion of the construction and development required by the Agreement.

C. City has conclusively determined that the construction of the Improvements has been satisfactorily completed.

NOW, THEREFORE, City hereby certifies as follows:

1. City does hereby certify that the construction of the Improvements has been fully and satisfactorily completed in full conformance with the Agreement.

2. This Certificate shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance construction work on the Site, or any part thereof.

3. This Certificate shall not constitute evidence of Developer's compliance with those covenants in the Agreement that survive the issuance of this Certificate.

4. This Certificate is not a Notice of Completion as referred to in California Civil Code Section 3093.

5. Nothing contained in this instrument shall modify in any other way any other provisions of the Agreement or documents recorded in connection therewith concerning the use of the Site.

IN WITNESS WHEREOF, City has executed this Certificate of Completion this _____ day of _____, 2013.

CITY OF MORENO VALLEY, a municipal corporation

By: _____
Its: _____

ATTEST:

_____
City Clerk

ATTACHMENT NO. 10-2

DOCSOC/1612232v5/022432-0032

EXHIBIT A

LEGAL DESCRIPTION

[to come]

ATTACHMENT NO. 11

CALCULATION OF AFFORDABLE HOUSING COST

"Affordable Housing Cost" for the purposes of the Agreement is that purchase price which would result in a monthly housing cost which does not exceed the product of thirty percent (30%) times seventy percent (70%) of Riverside County median income adjusted for family size appropriate for the House; provided that if a particular household's income is between seventy percent (70%) and eighty percent (80%) of Median Income, then the actual income may be used in place of seventy percent (70%).

The following is a worksheet of how to calculate Affordable Housing Cost.

For a three bedroom House, the maximum allowable monthly housing costs for Low Income Household purchasers may not exceed 1/12 of 30% x 70% of Riverside County Median Income for a family of 4 (which median income constitutes $65,000 as of the Date of Agreement), or $1,137.50; provided that, in particular cases under which a particular household has an income of greater than seventy percent (70%) of Median Income, a higher limit may apply: in any such case, Habitat is to confer and consult with the City regarding the determination of what constitutes Affordable Housing Cost, and the determination of the City shall control.

Monthly Housing Costs include:

a. Mortgage Principal and Interest

b. Private Mortgage Insurance

c. Property Taxes

d. Fire/Casualty Insurance

e. Property Maintenance

f. Utilities Allowance

g. Homeowner's Association Fees (if any)

ATTACHMENT NO. 12

AUTHORITY GRANT DEED

Recording Requested by:	)
	)
When Recorded Return to and	)
Mail Tax Statements to:	)
	)
HABITAT FOR HUMANITY,	)
RIVERSIDE AREA, INC.	)
2180 Iowa Avenue	)
Riverside, CA 92507	)
Attn: President	)

(Space above for Recorder's Use.)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

By: _____

GRANT DEED

For a valuable consideration, receipt of which is hereby acknowledged,

The **HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY**, a housing authority duly established and operating pursuant to Chapter 1 of Part 2 of Title 24 of the California Health and Safety Code ("Grantor"), acting to carry out the Redevelopment Plan ("Redevelopment Plan") for the Moreno Valley Redevelopment Project ("Project"), under the Community Redevelopment Law of California, hereby grants to **HABITAT FOR HUMANITY, RIVERSIDE, INC.**, a California nonprofit public benefit corporation, herein called ("Grantee"), the real property hereinafter referred to as the "Property," described in Exhibit A attached hereto and incorporated herein, subject to the existing easements, restrictions and covenants or record described there.

1. The Property is conveyed in accordance with and subject to certain Affordable Housing Agreement entered into by and among the City of Moreno Valley, a municipal corporation ("City"), Grantor and Grantee dated May 1, 2013 (the "Agreement"), a copy of which is on file with the City at its offices as a public record and which is incorporated herein by reference. All capitalized terms not defined herein shall have the meanings capitalized therefor in the Agreement.

2. The Grantee hereby covenants and agrees, for itself and its successors and assigns, that during construction and thereafter, the Grantee shall not use the Property for other than the uses allowed pursuant to the Agreement.

3. The Property is conveyed to grantee at a purchase price, herein called "Purchase Price", determined in accordance with the uses permitted. Therefore, Grantee hereby covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property that the Grantee, such successors and such assigns, shall maintain and use the Property in accordance with the "City Developer CC&Rs," recorded of even date herewith with respect to the Property.

4. The Grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

5. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest permitted by the Agreement; provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

6. All covenants contained in this Grant Deed shall be covenants running with the land. Grantee's obligation to maintain and use the improvements constructed as provided in paragraph 3 shall continue in effect for a period ending on [insert date which is the 45th anniversary of the recording of this Grant Deed]. Every covenant contained in this Grant Deed against discrimination contained in paragraph 4 of this Grant Deed shall remain in perpetuity. The covenants shall be enforceable by each of the City and the Authority.

7. All covenants without regard to technical classification or designation shall be binding for the benefit of the Grantor, and such covenants shall run in favor of the Grantor for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

8. Both before and after recordation of a Certificate of Completion, both Grantor, its successors and assigns, and Grantee and the successors and assigns of Grantee in and to all or any part of the fee title to the Property shall have the right to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, easements or restrictions contained in this Grant Deed without the consent of any tenant, lessee, easement holder, licenses, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Property.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized, this _____ day of _____, 2013.

HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, a public body corporate and politic

By: _____
Executive Director

"GRANTOR"

ATTEST:

_____
Secretary

The Grantee agrees to be bound by the covenants set forth above.

HABITAT FOR HUMANITY, RIVERSIDE, INC., a California nonprofit public benefit corporation

By: _____
Its: _____

By: _____
Its: _____

"GRANTEE"

ATTACHMENT NO. 12-3

DOCSOC/1612232v5/022432-0032

EXHIBIT A

LEGAL DESCRIPTION

[to come]

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: May 14, 2013

TITLE: APPOINTMENT TO THE LIBRARY COMMISSION

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Appoint Laura D'Arciprete to the Library Commission with a term expiring June 30, 2015; or

2. If an appointment is not made, declare the position vacant and authorize the City Clerk to re-notice the position as vacant.

BACKGROUND

The City Clerk's Office posted a Notice of Openings to fill vacancies on the Library Commission. Appropriate time frames with respect to posting notices of vacancies were followed.

As provided in the City's Municipal Code, the appointee will serve without compensation for a designated term.

The Library Commission has two vacant positions with terms expiring June 30, 2015. The City Clerk's Office received one application for this position. Application was submitted by Laura D'Arciprete.

Per the Council-adopted policy, prospective applicants are required to attend at least one meeting of their desired board or commission prior to appointment. Applicant complied with this requirement.

ALTERNATIVES

The Library Commission considers matters pertaining to the administration, operation, development, improvement and maintenance of library services within the City. Choosing not to fill a vacancy on the above-mentioned commission would result in decreased participation from residents. This option is not consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council make the recommended appointment.

NOTIFICATION

1. Publication of the agenda
2. Report and agenda mailed to applicant

ATTACHMENTS

None

Prepared by:
Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval:
Jane Halstead
City Clerk, CMC

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: May 14, 2013

TITLE: AMENDMENT TO CHAPTER 6.02 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE AND ADOPTION OF THE PROPOSED ORDINANCE RELATED TO ILLEGAL HAULING AND COMMERCIAL RECYCLING BIN SCREENING, AND ADOPTION OF A RESOLUTION RELATING TO CITATION AUTHORIZATION

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Introduce the proposed Ordinance No. 866 amending Municipal Code Section 6.02.

2. Adopt proposed Resolution No. 2013-28 repealing Resolution No. 93-79 to include additional classifications with citation authorization.

BACKGROUND

There is an existing need within the City's solid waste program to strengthen illegal hauling prohibitions and procedures, provide exemptions for the screening of commercial recycling bins, and update definitions.

Currently the Municipal Code prohibits any person from collecting any refuse for hire within the City at such times as there is in force a contract entered into by the City with any contractor for the collection and disposal of refuse of the City or its inhabitants (Section 6.02.070). However, the Code also includes exemptions for certain groups that are not prohibited from collecting refuse for hire. The current exemptions are:

- Contractors or builders removing debris, rubbish and trash from construction sites
- Any persons holding a valid City business license to engage in the nursery or gardening business, to remove shrubbery, grass, tree cuttings, tree trimmings or other agricultural debris from property
- Any persons holding a valid City business license to engage in the removal of industrial wastes
- Any persons holding a valid City business license to engage in the removal of large or oversized items of solid waste

Staff recommends the modification of these exemptions. Such modification will avoid the loss of franchise fees not collected from waste being hauled by haulers not franchised by the City. Additionally, the current franchise agreement grants Waste Management, Inc. exclusive rights for the collection, transportation, recycling, composting, and disposal of various types of waste including Construction and Demolition Waste and Green Waste. However, the Municipal Code exemption for contractors, builders, and nursery/gardening businesses limits these exclusive rights. The modified exemptions will create consistency with the exclusive rights granted in the Franchise Agreement.

The recommendation of staff is to modify the list of exemptions and limit exemptions to the following:

- Contractors completing public improvement or utility work within the existing public right-of-way and/or easements
- Cases where the placement of a stationary bin is not feasible due to the project scope and/or operations
- Cases where the materials that the owner seeks to recycle are not recyclable by the franchise waste hauler, as determined by the City Manager or his or her designee
- Persons holding a valid City business license to engage in the removal of special wastes or large or oversized items of solid waste

This will allow exemptions for currently existing programs, such as the Capital Improvement Projects and work performed by utility companies. Additionally, it will allow special cases to be exempted on a case-by-case basis.

In addition, there is a need to establish a uniformity of technical definitions in the Municipal Code to be consistent with the technical definitions within the Franchise Agreement. Lastly, it is recommended to provide an allowance for commercial customers to place their recycling dumpster outside any screening in cases where space constraints or the nonexistence of trash enclosures would otherwise prohibit commercial and industrial businesses from participating in the Waste Management Commercial Recycling Program. This will allow such commercial customers to comply with regulations set forth in the State of California's mandatory commercial recycling legislation while also maintaining compliance with the City's Municipal Code.

DISCUSSION

The recommended changes include implementing a new illegal hauling citation procedure. This will require various changes to be implemented. Additional classifications are proposed to be added to the list authorized to administer citations as reflected in Attachment "2" (Proposed Resolution). In addition to Solid Waste/Recycling Program staff additions, several other positions in other City departments/divisions have been included at the request of these departments/divisions in order to address their respective administrative citation needs.

This modification will allow City employees to post notices on bins which are being used for illegal hauling purposes. Violators of the City's illegal hauling prohibitions will be subject to an administrative citation and penalty consistent with an infraction of the Municipal Code. As detailed in Attachment "1" (Proposed Ordinance), owners of illegal bins will have three days from the date of the notice posting to remove the bin, after which the bin will be confiscated. No bin will be confiscated without approval of the City. No bin will be confiscated prior to obtaining a warrant, if the bin is located on private property, unless exigent circumstances exist. The owner will have 30 days to claim the confiscated bin and pay all fees.

The City's franchise waste hauler will be utilized to confiscate, transport and store bins upon City authorization. New fees are proposed to be placed on the fee resolution for fiscal year 2013/2014 to complement these new procedures. These fees are in addition to any penalty associated with the administrative citation, and the amounts of such fees are noted below:

Confiscation of Bin (1 ½ yard – 6 yard)

- Hauling & Disposal – $97.62
- Storage – $25.00

Confiscation of Bin (10 yard – 40 yard)

- Hauling & Disposal – $457.62
- Storage – $75.00

It is important to note that the changes recommended will not alter the ability for residents to obtain a self-haul permit. There will also be no financial impact on any of the residential or commercial accounts. The financial burden on the illegal hauling prohibition procedures will be placed on those non-franchise haulers who violate the Municipal Code.

In regards to accommodating commercial recycling customers, an exemption from the screening requirement for commercial recycling bins is proposed. This exemption would be limited to existing commercial properties that either have no existing trash enclosure/screening element or have trash enclosure(s)/screening element(s) of a size

that are not sufficient to accommodate both a commercial trash bin and a commercial recycling bin. At such time that any exempted property applies for major entitlement or expands by more than 50%, a condition of approval to construct a larger enclosure capable of accommodating two bins may be identified.

The approval of the Municipal Code modifications, citation authorization, and fees identified will establish the basis for a stronger illegal hauler enforcement program and facilitate compliance with mandatory commercial recycling requirements.

ALTERNATIVES

Staff recommends that the City Council:

1. Introduce the proposed ordinance, adopt the proposed resolution repealing Resolution 93-79, and adopt the proposed resolution amending the FY13/14 Fee Schedule. ***Staff recommends this alternative. This will ensure the loss of franchise fees, supports the exclusive rights identified within the Franchise Agreement, and facilitates the ability of local businesses to comply with the State of California mandatory commercial recycling legislation.***

2. Direct staff to make changes to the ordinance and return to a City Council meeting or study session on a later date with a revised Ordinance.

3. Take no action. The existing ordinances will remain in effect. ***Staff does not recommend this alternative. This will maintain the current exemptions, continue the loss of potential franchise fee revenue, maintain limitations on the franchise hauler's exclusive rights identified within the Franchise Agreement, and maintain a barrier in the ability of local businesses to comply with the State of California's mandatory commercial recycling legislation.***

FISCAL IMPACT

There are potential franchise fees that will be generated from the Construction and Demolition Waste and Green Waste not currently collected by the City's franchise hauler. All Hauling/Disposal and Storage fees collected will be utilized to pay for related services provided by the franchise waste hauler. There will be no rate increase to trash service to any customer in Moreno Valley.

CITY COUNCIL GOALS

Community Image, Neighborhood Pride and Cleanliness - Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

Revenue Diversification and Preservation – Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

NOTIFICATION

Publication of the City Council Agenda.

ATTACHMENTS

Attachment 1 – Proposed Ordinance
Attachment 2 – Proposed Resolution No. 2013_28
Attachment 3 – Proposed Resolution No. 2013_28_Redlined

Prepared By:
Ariana Ayala
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Department Head Approval:
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Public Works Director/City Engineer

Concurred By:
Robert R. Lemon
Maintenance & Operations Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00202199

ATTACHMENT 1

ORDINANCE NO. 866

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 6.02 OF CHAPTER 6 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO REFUSE COLLECTION, TRANSFER AND DISPOSAL

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1. MUNICIPAL CODE AMENDED:

Section 6.02 of Chapter 6 of Title 1 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

"6.02 REFUSE COLLECTION, TRANSFER AND DISPOSAL

6.02.010 Findings.

The city council makes the following findings:

A. Refuse collection, transfer and disposal services within the city were provided pursuant to nonexclusive permits, all of which expired by their own terms after December 31, 1985.

B. It is in the best interests of the public health, safety and welfare that refuse collection, transfer and disposal services within the city be provided either by city officers and employees directly, or by exclusive contract with a qualified provider of such services.

6.02.020 Definitions.

For the purpose of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

"Bins" means those containers provided by the city's franchise hauler for commercial, industrial, construction and multifamily residential uses. Bins are of two types: (i) bins (usually three cubic yards in size) which are picked up by refuse trucks by means of front loading apparatus; and (ii) roll-off bins (usually forty (40) cubic yards in size) which are picked up by trucks using rear loading winches onto rails.

"Bulky Waste" means discarded furniture (including chairs, sofas, and mattresses; rugs); appliances (including refrigerators with freon, ranges, washers, dryers, water heaters, dishwashers, air conditioner units with CFCs, televisions,

electronic appliances, small household appliances and other similar items commonly known as “white goods”), waste tires, and oversized yard waste such as tree trunks and large branches if no larger than two feet (2) in diameter and four feet (4) in length and similar large items discarded from residential service recipients; “Bulky waste” does not include large items such as car bodies, camper shells, mobile homes, trailers, Jacuzzi tubs or spas, or any other item that cannot be safely lifted and collected by one person. In addition, bulky waste do not include any hazardous waste, special waste, or any other item or items that in the future may be banned by regulation.

“City” means the city of Moreno Valley.

“City manager” means the city manager of the city or his duly authorized representative.

“Collector” means, depending upon the context in which used, either the city or a contractor.

“Construction material” means discarded material from the construction or destruction of buildings, roads and bridges, to include concrete, rocks, asphalt, plasterboard, wood, and other related construction material.

“Contractor” means a person, persons, firm or corporation authorized by contract with the city to provide single-family residential, multi-family residential, commercial or industrial (roll-off) refuse collection services within the city.

“Dump or dumping” means placing, depositing, discarding and/or storing of any items of solid waste, hazardous waste, green waste, garbage, special waste, medical waste, rocks, or dirt, or of any vehicles which do not have value beyond scrap value or which are inoperable and unlicensed or which are considered abandoned due to the surrounding conditions.

“Garbage” means the putrescible animal, fish, fowl, food, fruit or vegetable matter resulting from the cultivation, preparation, storage, handling, decay or consumption of such substance.

“Green waste” means all forms of biodegradable plant material which can be placed in a covered container, such as tree trimmings, grass clippings, etc. Tree stumps and logs are not to be considered green waste unless they are reduced to a chipped form; they shall be considered bulky waste. Biodegradable plant material which is mixed with other kinds of refuse shall not be considered green waste.

“Hazardous waste” means any chemical compound, mixture, substance or article which, if improperly used, handled, transplanted, processed or stored, may constitute a hazard to health or may cause damage to property and contaminate the water table by reason of being explosive, flammable, poisonous, corrosive, radioactive, or otherwise harmful to the environment.

"Medical waste" means any materials of whatever nature normally disposed of in the course of, after, or as a result of any medical treatment or procedures or any administration of any legal or illegal drug or other substance to the body of humans or animals, including without limitation, medicines, syringes, hypodermic needles, body parts or fluids of humans or animals (and any other materials, such as bedding or clothing, containing or having been in contact with body fluids), medical implements, packaging from any such substances or materials, and other related materials, whether or not such items are the result of legal medical treatment or other legal or illegal activities.

"Place" or "premises" means every dwelling house, dwelling unit; apartment house or multiple dwelling building; trailer or mobilehome park; store; restaurant; rooming house; hotel; motel; office building; department store; manufacturing, processing, or assembling shop or plant; and every other place or premises where any person resides, or any business is carried on or conducted within the city.

"Private premises" means any privately owned real property, together with any structure thereon, whether inhabited or temporarily or continuously uninhabited or vacant, including the yard, grounds, walks, driveway, porch, steps, vestibule or entryway thereof and any off-street parking area.

"Public place" means any and all public streets, sidewalks, gutters, boulevards, alleys or other public rights-of-way and any and all public buildings, parks, squares, grounds and off-street parking areas, and all other publicly owned improved or unimproved real property.

"Recyclable Material" means a commodity which is sold for compensation (i.e. the generator receives a payment from the recycler net of any transportation or processing costs), or given away, but which is not discarded into the waste stream. A Recyclable Material which is not sold for compensation or given away, or which is discarded into the waste stream, loses its character as a Recyclable Material and becomes Recyclable Solid Waste subject to the definition in this code.

"Recyclables Container" shall mean containers provided and owned by city's franchise hauler for service recipients for the temporary accumulation of Recyclable Solid Waste.

"Recyclable Solid Waste" shall mean Solid Waste which contains Recyclables separated from the remaining Solid Waste stream in Recyclables containers. It includes all those materials to be collected under the city's existing recycling programs and shall consist of paper, cardboard, glass jars and bottles, aluminum/tin cans and PET (polyethylene terephthalate) and HDPE (high density polyethylene) plastic containers. It shall also include designation recyclable and reusable materials from demolition and construction waste as detailed in chapter 8.80.020 of the Municipal Code. Subject to City Council approval, the scope of this definition may be changed to exclude any of the

materials listed above or to include other materials, provided that such changes in scope are made to account for changes in the market for recyclable materials.

"Recyclables" shall mean products or substances, including but not limited to paper, cardboard, metal, glass, plastic, or other substances capable of being re-processed, reused or resold, which have passed through their originally intended usage.

"Rubbish" means nonputrescible, useless, unused, unwanted or discarded material or debris, either combustible or noncombustible, including but not limited to, paper, cardboard, grass, tree or shrub trimmings, straw, clothing, wood or wood products, crockery, glass, rubber, metal, plastic, construction material and similar material.

"Solid waste" means and includes all putrescible and nonputrescible solid or semisolid wastes (including semiliquid or wet wastes with insufficient moisture so as not to be free flowing), garbage, rubbish, ashes, recyclable solid waste~~,~~ bulky waste, green waste, demolition and construction wastes and other discarded materials resulting from domestic, institutional, commercial, industrial, agricultural and community operations and activities. It shall not include Special Waste.

"Special waste" means and includes, but is not limited to, flammable waste, liquid waste, sewage sludge, dead animals, manure, radioactive, explosive substances, asbestos, pesticides, herbicides, fungicides, rodenticides and other hazardous materials.

"Standard container" means those containers approved by the city for normal curbside service to single unit residential premises. This includes automated containers as provided by the city's franchise hauler for collection of acceptable "solid waste", "recyclable solid waste", and "green waste". This definition expressly excludes the use of oil drums, grease barrels, plastic bags and cardboard boxes as collection containers.

6.02.030 Collection services.

A. The city shall provide for and furnish services relating to collection, transfer and disposal of solid waste within and throughout the city. Such services will be furnished either by city officers and employees directly, or by contract agent or agents of the city.

B. By appropriate resolution or contract, the city council may determine that all or part of the solid waste collection, transfer and disposal services shall be provided within the city by the city through its officers and employees or by an exclusive or nonexclusive contract with one or more qualified providers of such services. By the same resolution or contract, the city council may establish classes of recipients of such services and may mandate as to all or less than all of such classes that each member of the class shall make appropriate arrangements for regular solid waste collection

services with the city or, when a contract for solid waste collection is in force, with an authorized contractor.

C. Every person having a duty, pursuant to subsection B of this section, to make or cause to be made arrangements for regular solid waste collection services, shall be liable for payment of the appropriate service fees and charges therefor to the same extent and at the same times, irrespective of whether the person has or has not made the appropriate arrangements for collection services in compliance with such resolution or contract. Whenever the fees or charges for such services have not been paid when due, all of the persons mentioned in Section 6.02.040(B) shall be jointly and severally liable for payment thereof (together with any applicable penalties and interest) irrespective of which person may have made any existing arrangements for collection services; provided, that an occupant of only a portion of a parcel of real property or premises shall be deemed liable only for the fees or charges, or portion thereof, attributable to collection services for refuse produced or to be produced or accumulated or to be accumulated by the occupant, and also upon all portions of the property occupied by the occupant.

D. Notwithstanding the foregoing provisions of this section relating to which persons are liable for payments for refuse collection services, pursuant to Sections 5473 and 5473a of the California Health and Safety Code, the city elects to have delinquent and unpaid fees and charges collected on the tax roll in the same manner, by the same person, and at the same time as, together with and not separately from, its general taxes. Delinquent and unpaid fees or charges shall mean those fees and charges for which services have been rendered but which have not been paid for more than sixty (60) days after the billing date.

E. The procedure for collecting delinquent and unpaid fees and charges on the tax roll shall be as follows:

1. City may cause a written report to be prepared each year and filed with the clerk which shall contain a description of each parcel of real property receiving such services and facilities and the amount of the delinquent fees and charges for each parcel for the year which remain outstanding, computed in conformity with the charges prescribed by this chapter. In addition to delinquent fees and charges, the amount may also include a ten (10) percent basic penalty for nonpayment of those fees and charges and, in addition, a penalty of one and one-half percent per month for nonpayment of those fees, charges and the basic penalty.

2. On or before August 10th of each year following the final determination of the delinquent charges, the city clerk shall file with the county auditor a copy of the report prepared with a statement endorsed on the report over his or her signature that the report has been finally adopted by the city council. (Ord. 524 § 1.2, 1997; Ord. 399 § 1.1, 1993; Ord. 361 §§ 1.1, 1.2, 1992; Ord. 54 § 1.1 (part), 1986)

6.02.040 Public nuisance.

A. It is unlawful, and a public nuisance, for any person to occupy or inhabit any property within the city for which appropriate arrangements have not been made and kept in full force and effect for regular solid waste collection services, in compliance with Section 6.02.030(A) and (B).

B. An occupant of property shall be deemed to have complied with Section 6.02.030(A) and (B) if the owner of the property has caused to be made such appropriate arrangements for collection of solid waste upon all portions of the property occupied by the occupant. An owner of property shall be deemed to have complied with Section 6.02.030(A) and (B) if an occupant or occupants has or have caused to be made such appropriate arrangements for collection of all refuse upon all portions of the property. (Ord. 54 § 1.1 (part), 1986)

6.02.050 Containers.

A. It is the duty of every person in possession, charge or control of any place within the city, in or from which solid waste accumulates or is produced, to provide, and at all times to keep in a suitable place readily accessible to the collector, containers capable of holding without spilling all solid waste which would ordinarily accumulate on the premises between the time of two successive collections. At the time of collection, no containers to be emptied shall be located inside locked gates or doors or in a fenced or enclosed area used to restrain animals.

B. Every person in charge of a residence, commercial or industrial business shall deposit or cause to be deposited all solid waste in standard containers or commercial bins as approved by the city manager and the collector. No person shall maintain or place for collection any container not in conformance with the standard container designated in this section. Residences and dwelling units who have self-haul permits must furnish their own containers and shall be responsible for their maintenance, cleanliness and replacement. No container shall be placed adjacent to a street or public right-of-way for collection service more than twelve (12) hours prior to the normal collection time and shall be removed from the street or right-of-way location within twelve (12) hours after collection.

C. All persons in possession of any place within the city shall store standard containers or commercial bins on their properties, when not placed for collection, in a manner which will be screened from public view and which will not allow such containers or bins to roll, fall or protrude onto the public streets, sidewalks or alleys of the city. Any standard container or commercial bin which partially or wholly blocks or obstructs any public street, sidewalk or alley in violation of the foregoing requirement is a nuisance abatable under Section 1.01.250 and shall also subject the person responsible therefor, whether or not the owners thereof, to punishment under Section 1.01.200 et seq., whenever the standard container or commercial bin was placed in the public street, alley or sidewalk as a result of the intent or negligence of the person

charged with the violation of this section. An exemption may be allowed to the requirement that commercial recycling bins be stored in a manner which will screen them from public view. In cases where existing trash enclosures do not allow adequate space to maintain two bins or in such cases where a commercial property has no existing trash enclosure. However, in no event will any exemption be allowed to the requirement that commercial bins be stored in a manner that will not allow such containers to roll, fall, or protrude onto the public streets, sidewalks, or alleys of the City. Any such exemptions will be evaluated at such time that a property owner files for a major entitlement or the buildings on the property are expanded over 50%. In such cases, a condition of approval may be placed on the property to build larger enclosure(s) to accommodate both a trash and recycling bin.

D. It is unlawful for any person to place solid waste in, or to otherwise use the solid waste containers of another person, without the permission of such other person. (Ord. 324 § 1.1, 1991; Ord. 54 § 1.1 (part), 1986)

6.02.060 Frequency of collection.

A. Every person in charge of a residence or residences, whether single-family, multiple-family, commercial or industrial buildings, shall make arrangements with the collector, to have removed, not less than once a week, from the property upon which the residence, residences, commercial buildings, or industrial buildings are located, all solid waste created or produced or brought upon the premises. This provision, however, will not apply to food handling establishments, from which solid waste shall be removed or caused to be removed not less than twice a week. (Ord. 54 § 1.1 (part), 1986)

B. Every person, industrial or commercial customer shall have adequate services, as it pertains to the number/size of standard containers/bin(s) and the frequency of collection, and materials which are contained within the standard containers/bin(s) without causing an overflow of materials and meets the needs of the generation of waste produced.

6.02.070 Unlawful and prohibited acts.

A. The keeping of solid waste in containers other than those prescribed by this chapter, constitutes a public nuisance and may be abated in the manner now or hereafter provided by law for the abatement of nuisances. This section shall not, however, be deemed to apply to any persons operating under a valid self-haul permit.

B. The keeping upon premises of solid waste which is offensive, obnoxious or unsanitary is unlawful, constitutes a public nuisance and may be abated in the manner now or hereafter provided by law for the abatement of nuisances.

C. It is unlawful for any person other than the person in charge of a residential, institutional, commercial, industrial or other premises or the person authorized by law to remove any container from the location where the container was placed by the person in charge for storage or collection, to remove any solid waste from the location in which the solid waste was placed by the person in charge for storage or collection, without prior written approval of the person in charge of such premises.

D. No person shall place solid waste adjacent to or on a street or public right-of-way for collection or removal purposes without prior approval and arrangements with the collector.

E. It is unlawful for any person to place or deposit institutional, commercial or industrial solid waste in any container placed upon the public street by public authority, and meant primarily for the disposal of solid waste by pedestrians using the sidewalk.

F. No person shall burn any solid waste within the city, except in an approved incinerator or other device for which a permit has been issued by the building official, and which complies with all applicable permit and other regulations of air pollution control authorities, and provided any such act of burning in all respects complies with all other laws, and rules and regulations.

G. At such times as there is in force a contract entered into by the City with any contractor for the collection and disposal of solid waste of the City or its inhabitants, it is unlawful for any person other than the contractor or his agents and employees, to collect any solid waste for hire within the City. Additionally it is unlawful to place and/or maintain any container for the purpose of collecting solid waste for hire within the City. This section shall not, however, be deemed to apply to persons holding a valid City business license to engage in the removal of special wastes, or large or oversized items of solid waste, or to a contractor completing public improvement or utility work within existing public right-of-way and/or easements, or in cases where the placement of a stationary bin is not feasible due to project scope and/or operations, or in cases where the materials that the owner seeks to recycle are not recyclable by the franchised waste hauler, as determined by the City Manager or his or her designee.

H. It is unlawful for any person, other than the owner thereof, the owner's agents or employees, an authorized officer or employee of the city, or an authorized person employed by or representing a company holding a contract issued pursuant to this chapter, to do any of the following:

1. To take, remove or appropriate for his or her own use any salvageable, recyclable or other collected solid waste, or property which the owner discarded which has been placed in any street or alley for collection or removal, whether or not the solid waste has been placed in recycling or other permissible containers;

2. To take, damage or appropriate for his or her own use any container which has been placed in any street or alley for use in the collection of salvageable, recyclable or other solid waste.

6.02.075 Illegal dumping prohibited—Misdemeanor.

A. No person shall engage in dumping on any private premises owned, possessed or controlled by any other person without the consent of that other person, nor shall any person engage in dumping in or on public places, except in permissible receptacles, as provided under this chapter for lawful pickup and disposal.

B. Dumping prohibited under this section, and the accumulation of any materials dumped upon any public or private property, are hereby declared to the public nuisances and may be abated as such pursuant to applicable provisions of this code and state law. The perpetrator of any dumping, as well as the owner of any private property subject to such abatement, shall be liable to the city for the costs of cleanup and abatement. Any such costs assessed to the owner of any private property upon which the abatement took place shall become a lien upon that property in accordance with applicable law.

C. Costs of abatement are in addition to any fine imposed upon conviction and are due and payable upon receipt of a written statement from the city setting forth such costs. Such costs under this chapter are a debt owing to the city and may be collected in the same manner as any other debt.

D. If a violation of this section presents an emergency condition which presents an imminent health and safety hazard to the citizens of the city in the reasonable judgment of the director of community development or his or her deputy appointed for such purposes, the director or his/her duly appointed representative may order the property owner to immediately abate such conditions or order immediately emergency abatement by the city. (Ord. 694 § 1.1 (part), 2005; Ord. 614 § 1 (part), 2002)

6.02.080 Special collections.

Subscribers to a solid waste disposal service may order special collections of such things as landscape trimmings, discarded furniture, and other items too large to fit in standard containers, subject to rates which have been established from time to time by the city council. (Ord. 54 § 1.1 (part), 1986)

6.02.090 Rates and schedules.

The city council shall establish by appropriate contract or resolution, the rate and collection schedules for solid waste collection services within the city. (Ord. 54 § 1.1 (part), 1986)

6.02.100 Collection equipment.

A. Each contractor shall provide sufficient collection equipment in accordance with the terms of the contract with the city authorizing such contractor to provide collection, transfer and disposal services.

B. Trucks used for the collection or transportation of solid waste shall be leakproof and equipped with a close-fitting cover which shall be affixed in a manner that will prevent spilling, dropping or blowing of any solid waste upon the public right-of-way during collection or transportation.

C. All trucks used for collection or transportation of solid waste shall be maintained in a clean and sanitary condition, neatly and uniformly painted, and shall carry a shovel, broom and fire extinguisher.

D. The owner of each truck used for collection or transportation of solid waste shall have the owner's name, telephone number and truck number printed on each side of all trucks in letters not less than three inches high.

E. All solid waste conveying trucks, tanks, containers and other solid waste receptacles shall be cleaned and disinfected both on the inside and outside thereof at least once daily, and at all times shall be kept free from any solid waste on the outside thereof.

F. The collector shall maintain in good repair all containers furnished to commercial, industrial and institutional customers. (Ord. 54 § 1.1 (part), 1986)

6.02.110 Self-haulers.

Each person who is authorized to remove solid waste from his own premises shall deposit such solid waste only at authorized disposal or dumping sites and shall not deposit, leave, dump, drop, place or otherwise dispose of such solid waste upon any street, alley, waterway or other unauthorized lot or land within the city. (Ord. 54 § 1.1 (part), 1986)

6.02.111 Self hauling permit.

A. Any person in charge of a single-family residence desiring a self hauling permit to remove solid waste from his own premises shall obtain a permit from the city public works department, which shall issue such permit upon the payment of a fee as authorized by resolution of the city council, upon the showing that the proposed permittee owns an enclosed pickup truck or similar enclosed vehicle, and demonstrates proof of permittee's compliance with this chapter by providing weekly receipts from any County of Riverside landfill or other Riverside County licensed/permitted disposal

facilities on a quarterly basis. The permit shall be subject to revocation if there be any violation of this chapter. The permittee shall have the right to dispute the revocation by an appeal to the director of public works or his designee within ten (10) calendar days notice of the proposed revocation. The decision of the director or his designee shall be final.

B. Any governmental agency which is located within the city and which demonstrates that it has the appropriate equipment to haul solid waste may be granted a self-haul permit. The city shall retain the right to request proof of the quantity, and proper handling (e.g., Riverside County landfill receipts), of the solid waste by such governmental agency, as well as other statistical information necessary for the city's reporting requirements. This provision does not extend the right of any government agency to contract with an independent contractor, other than the city-approved contractor, to provide services under a self-haul permit. (Ord. 524 § 1.3, 1997: Ord. 337 § 1, 1991: Ord. 54 § 1.1 (part), 1986)

6.02.120 Audit of contractor's records.

Whenever the city enters into a contract which requires payments to be made to the city by the contractor a part of the consideration for authorizing the contractor to furnish solid waste collection services within the city, and whether or not such contract so provides, the payment shall be accompanied by a financial report on a form provided by the city manager covering the period of time related to the payment. The city manager may inspect the financial records of the contractor at any reasonable time in order to verify the contractor's financial report or may require the contractor to provide an audited financial report prepared by a certified public accountant. (Ord. 54 § 1.1 (part), 1986)

6.02.130 Illegal Hauling Provisions and Procedures

A. Any container not owned, placed, and serviced by the City's franchise hauler that is placed within the right-of-way, on private property, or on public property, for the purpose of collection of solid waste will be prima facie evidence of the owner of such containers engaging in the prohibited act of collecting solid waste for hire while a contract is in force with the City and a franchiser hauler for the collection and disposal of solid waste. Any such containers associated with the prohibited act of collecting solid waste for hire are considered a public nuisance and shall be subject to removal. The City will make a determination based on prima facie evidence that a contract for service is in effect if a container not owned by the City's franchise waste hauler is placed on private property or within the right-of-way. Consent must be obtained from a responsible person(s) prior to entering private property to perform an abatement, or an administrative inspection warrant and proper notice must be obtained as required by law.

B. The City Manager or his or her designee may cause the posting of a Notice to Remove, in a conspicuous place, on any container placed on any public or private property that is used for or is ancillary to any act in violation of any provision of this Chapter. Notices to Remove posted pursuant to the provisions of this section shall specify the nature of the violation and shall state that the container must be removed within three (3) calendar days from the date the notice is posted on the container or it may be removed and stored by the City or its designee, and the contents disposed of, at the expense of the owner of the container. The posting of a Notice to Remove shall constitute constructive notice to the owner and user of the container of the requirement to remove the container.

C. Independent of any criminal prosecution or the results thereof, the City is authorized and empowered to impound any unauthorized solid waste or recycling container to enforce the provisions in this Chapter. In carrying out a removal, the City shall follow the procedure established in this section.

D. If the container is not removed within three (3) calendar days after the posting or issuance of a Notice to Remove, the City Manager, or his or her designee, may direct the removal and storage of the container and the disposal of its contents by either the City or its designee. The City may employ the services of its franchise waste hauler or any other contractor properly equipped to remove said containers. No party, including the franchise waste hauler, shall remove a container without prior written authorization from the City Manager or his or her designee. Any person whose duty it is to enforce the provisions of this chapter may enter upon private property with the consent of the property owner, tenant or occupier, or by authority of a warrant, or without consent or a warrant if exigent circumstances exist.

E. In the event that a container is removed by the City and the identity of the owner of the container is known to the City Manager or its designee, the City Manager or its designee shall promptly cause notice to be issued to the owner by first class mail to claim the stored property. After a container has been removed by the City pursuant to a notice to remove, and following 3 calendar days after the mailing of written notice, the owner thereof shall be deemed to have actual notice of the provisions of this section. This notice requirement is not applicable in the event that the identity of the owner of the container cannot be determined following reasonable efforts by the City Manager or its designee to establish identity. If the container is not claimed within thirty (30) calendar days after removal and notice to the owner, if the identity of the owner is known, the container shall be deemed abandoned property and may be disposed of accordingly. The owner of any container may appeal the actions of the City Manager or its designee in removing a container, or the imposition or amount of any costs, in accordance with Sections 6.04.090.

F. In the event of a subsequent placement of a container owned by the same owner in violation of this Chapter, the City Manager or its designee may immediately, without the giving of notice under subsections B, direct the removal and storage of the unlawfully placed container and shall, in such case, give notice to the owner to claim the container. If the container is not claimed within thirty (30) days after removal and notice to the owner, if the identity of the owner is known, the container shall be deemed abandoned property and may be disposed of accordingly.

G. If the contents of the collection container include the presence of biodegradable wastes, hazardous constituents, or other environmental or sanitary threats, the City Manager may order the immediate appropriate disposition of the contents so as to protect the public's health and safety, and the container's owner shall be liable for the costs and fees of disposal.

H. No container shall be released to its owner except upon written authorization of the City Manager or his or her designee. The owner of the container shall be responsible for payment of all related fines and to reimburse the City for the actual costs of the removal, storage and disposal of contents, and in addition any administrative and ancillary fees established by resolution of the City Council. All amounts due to the City, shall constitute a civil debt owed to the City by the owner, who shall be liable therefore in an action by the City or its designee for the recovery of such amounts. Notwithstanding the above, the City Manager or his or her designee may direct the release of a container without payment of costs or fees in the event that a determination is made that significant mitigating circumstances exist that relieve the owner of the container from the responsibility of the container being placed on private property or within the right-of-way for the apparent purpose of collecting solid waste for hire.

6.02.140 Penalties

Any person who violates any provision of this Chapter shall be guilty of an infraction or a misdemeanor in accordance with the provision of Section 1.01.200 and upon conviction of such violation shall be punished in accordance with the provisions of Sections 1.01.230(A) and 1.01.230(B). (Ord. 383 § 1.1, 1992: Ord. 54 § 1.1 (part), 1986)

SECTION 2 NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 3 EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 28th day of May, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on May 14, 2013 and had its second reading on May 28, 2013, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 28th day of May, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00202215

RESOLUTION NO. 2013-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, REPEALING, REVISING AND REENACTING THE PROVISIONS OF RESOLUTION 93-79, AUTHORIZING SPECIFIED CLASSES OF OFFICERS AND EMPLOYEES OF THE CITY TO MAKE ARRESTS WITHOUT WARRANTS AND TO EXERCISE CITATION AUTHORITY.

WHEREAS, the City Council has determined that a need exists to designate and authorize classes of City officers and employees who may make arrests without warrants pursuant to Section 836.5 of the California Penal Code, and who may exercise citation authority pursuant to Section 853.6 of the California Penal Code and, by the adoption of Resolution Nos. 91-27, 88-53, and 93-79, has previously provided for the designation of such specified classes of officers and employees of the City; and

WHEREAS, it is in the best interest of the City that such designation and authorization be modified to reflect current position titles and duties;

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

1. Resolution No. 93-79, as adopted by the City Council on September 14, 1993, is hereby repealed, effective upon the date of adoption of this Resolution. No action commenced pursuant to the authority granted by Resolution No. 93-79 shall be invalidated or otherwise affected by the repeal thereof.

2. The City Manager shall establish or select, and cause to be administered, a special enforcement training program to instruct each officer and employee who will exercise arrest and citation authority pursuant to this Resolution.

3. From persons holding the positions or classifications hereinafter designated, the City Manager may authorize particular officers and employees when to exercise arrest and citation authority pursuant to Section 1.08.050 of the Moreno Valley Municipal Code, provided that only such persons who have satisfactorily completed the prescribed enforcement training program may receive such authority, and provided further that said authority shall be automatically terminated and of no further force or effect at such time as the qualifying position or classification status of the officer or employee is terminated. The termination of arrest and citation authority for any cause does not affect the validity of proceedings duly commenced or completed

prior to termination.

4. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the following classes of officers and employees of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08 of the Municipal Code:

   a. City Manager
   b. Building Official
   c. Code Compliance Coordinator
   d. Senior Code Compliance Officer
   e. Code Compliance Officer

   Each of the above officers and employees is authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of the Municipal Code, or any planning, zoning, subdivision or development ordinance of the City, or of any of the following provisions of State law: Penal Code, Part 1, Title 13, Chapter 12, Article 2, beginning at Section 556, "Unlawfully placing signs on Public and Private Property"; Section 402(b), "Refrigerators, Washing Machines, etc. Not in Use"; Section 374.3. "Dumping"; and Section 374.4, "Littering"; California Vehicle Code, Division 11, Chapter 9, beginning at Section 22500 thereof, "Stopping, Standing and Parking"; Chapter 10, beginning at Section 22620 thereof, "Removal of Parked and Abandoned Vehicles"' Chapter 11, beginning at Section 22950 thereof, "Parking Lots"' Business and Professions Code, Division 8, Chapter 19, beginning at Section 22435, "Shopping and Laundry Carts"; and Sections 7028 and 7028.5, "Contracting Without a License".

5. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the following classes of officers and employees of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations of all City ordinances and Municipal provisions relating to building and construction, including, without limitation, Chapter 6.04 and all of Title 8 of the Municipal Code excepting only Chapter 8.36 thereof:

   a. City Manager
   b. Building Official
   c. Senior Building Official
   d. Building Inspector II (Housing Inspector)

6. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the City Manager and persons designated by the City Manager to possess such authority are hereby authorized and designated to

exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations relating to parking regulations.

7. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the City Manager and persons classified as Business License Inspectors of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of all City ordinance and Municipal Code violations relating to business regulations, including, without limitation, Title 5 of the Municipal Code.

8. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the following classes of officers and employees of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of all City ordinances and Municipal Code provision relating to fire suppression and fire prevention, including, without limitation, California Code of Regulations, Title 19 "Public Safety", Division 1 "State Fire Marshal", and Chapter 8.36 of the Municipal Code:

   a. City Manager
   b. Fire Chief
   c. Fire Marshal
   d. Fire Battalion Chief
   e. Deputy Fire Marshal
   f. Fire Safety Specialist
   g. Fire Inspector II
   h. Fire Inspector I

9. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the City Manager and persons classified as Park Rangers of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of all City ordinances and Municipal Code violations relating to regulations for the use of park and recreation facilities, including, without limitation, Chapter 11.40 of the Municipal Code; or any of the following provisions of State law: California Penal Code Section 374.3, "Dumping", and Penal Code Section 374.4, "Littering"; California Vehicle Code, Division 11, Chapter 9, beginning at Section 22500 thereof, "Stopping, Standing and Parking", within the City parks.

10. From persons holding the positions or classifications hereinafter designated, the City Manager may authorize particular officers and employees when to

exercise arrest and citation authority pursuant to Section 1.08.050 of the Moreno Valley Municipal Code, provided that only such persons who have satisfactorily completed the prescribed enforcement training program may receive such authority, and provided further that said authority shall be automatically terminated and of no further force or effect at such time as the qualifying position or classification status of the officer or employee is terminated. The termination of arrest and citation authority for any cause does not affect the validity of proceedings duly commenced or completed prior to termination.

11. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the following classes of officers and employees of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08 of the Municipal Code:

    a. City Manager
    b. City Engineer
    c. Program Manager (Solid Waste & Recycling Program)
    d. Management Analyst and/or Assistant (Solid Waste & Recycling Program)
    e. Recycling Specialist

    Each of the above officers and employees is authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of the Municipal Code Chapter 6.02 "Refuse Collection, Transfer, and Disposal", and Chapter 8.80 "Recycling and Diversion of Construction and Demolitions Waste", or any of the following provisions of State law: Penal Code, Part 1, Title 10, beginning at Section 374.3. "Dumping"; and Section 374.4, "Littering";

12. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the following classes of officers and employees of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08 of the Municipal Code:

    a. City Manager
    b. City Engineer
    c. Engineering Division Manager (Land Development Division)
    d. Environmental Analyst

    Each of the above officers and employees is authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of the Municipal Code Chapter 8.04 "Standards and Practices", Chapter 8.10

"Stormwater/Urban Runoff Management and Discharge Controls", Chapter 8.12 "Flood Damage Prevention and Implementation of National Flood Insurance Program (NFIP)", or any of the following provisions of State law: Penal Code, National Pollutant Discharge Elimination System (NPDES) Permit and Waste Discharge Requirements for the Riverside County Flood Control & Water Conservation District, the County Of Riverside, and the Incorporated Cities of Riverside County Within the Santa Ana Region, Order No. R8-2010-0033 and NPDES No. CAS 618033 (aka "MS4 Permit");

13. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the following classes of officers and employees of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08 of the Municipal Code:

    a. City Manager
    b. City Engineer
    c. Engineering Division Manager (Land Development Division)
    d. Construction Inspector

    Each of the above officers and employees is authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of the Municipal Code Chapter 8.04 "Standards and Practices", Chapter 8.12 "Flood Damage Prevention and Implementation of National Flood Insurance Program (NFIP)", Chapter 8.14 "General", Chapter 8.21 "Grading Regulations", Chapter 9.08 "Development Standards", Chapter 9.09 "Specific Use Development Standards", or any of the following provisions of State law: Penal Code, Government Code Sections 66410 – 66499.58 (aka "Subdivision Map Act");

14. No provisions of this Resolution shall be construed to affect in any manner citation or arrest authority granted by any other provision of law.

BE IT FUTHER RESOLVED that this Resolution shall become effective immediately upon the date of its adoption.

APPROVED AND ADOPTED this 14th day of May, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA _____)

COUNTY OF RIVERSIDE _____) ss.

CITY OF MORENO VALLEY _____)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-28 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 14th day of May, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____
City Clerk

(SEAL)

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MV00202223

RESOLUTION NO. 2013-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, REPEALING, REVISING AND REENACTING THE PROVISIONS OF RESOLUTION 93-79, AUTHORIZING SPECIFIED CLASSES OF OFFICERS AND EMPLOYEES OF THE CITY TO MAKE ARRESTS WITHOUT WARRANTS AND TO EXERCISE CITATION AUTHORITY.

WHEREAS, the City Council has determined that a need exists to designate and authorize classes of City officers and employees who may make arrests without warrants pursuant to Section 836.5 of the California Penal Code, and who may exercise citation authority pursuant to Section 853.6 of the California Penal Code and, by the adoption of Resolution Nos. 91-27, 88-53, and 93-79, has previously provided for the designation of such specified classes of officers and employees of the City; and

WHEREAS, it is in the best interest of the City that such designation and authorization be modified to reflect current position titles and duties;

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

1. Resolution No. 93-79, as adopted by the City Council on September 14, 1993, is hereby repealed, effective upon the date of adoption of this Resolution. No action commenced pursuant to the authority granted by Resolution No. 93-79 shall be invalidated or otherwise affected by the repeal thereof.

2. The City Manager shall establish or select, and cause to be administered, a special enforcement training program to instruct each officer and employee who will exercise arrest and citation authority pursuant to this Resolution.

3. From persons holding the positions or classifications hereinafter designated, the City Manager may authorize particular officers and employees when to exercise arrest and citation authority pursuant to Section 1.08.050 of the Moreno Valley Municipal Code, provided that only such persons who have satisfactorily completed the prescribed enforcement training program may receive such authority, and provided further that said authority shall be automatically terminated and of no further force or effect at such time as the qualifying position or classification status of the officer or employee is terminated. The termination of arrest and citation authority for any cause does not affect the validity of proceedings duly commenced or completed

prior to termination.

4. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the following classes of officers and employees of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08 of the Municipal Code:

   a. City Manager
   b. Building Official
   c. Code Compliance Coordinator
   d. Senior Code Compliance Officer
   e. Code Compliance Officer

   Each of the above officers and employees is authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of the Municipal Code, or any planning, zoning, subdivision or development ordinance of the City, or of any of the following provisions of State law: Penal Code, Part 1, Title 13, Chapter 12, Article 2, beginning at Section 556, "Unlawfully placing signs on Public and Private Property"; Section 402(b), "Refrigerators, Washing Machines, etc. Not in Use"; Section 374.3. "Dumping"; and Section 374.4, "Littering"; California Vehicle Code, Division 11, Chapter 9, beginning at Section 22500 thereof, "Stopping, Standing and Parking"; Chapter 10, beginning at Section 22620 thereof, "Removal of Parked and Abandoned Vehicles"' Chapter 11, beginning at Section 22950 thereof, "Parking Lots"' Business and Professions Code, Division 8, Chapter 19, beginning at Section 22435, "Shopping and Laundry Carts"; and Sections 7028 and 7028.5, "Contracting Without a License".

5. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the following classes of officers and employees of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations of all City ordinances and Municipal provisions relating to building and construction, including, without limitation, Chapter 6.04 and all of Title 8 of the Municipal Code excepting only Chapter 8.36 thereof:

   a. City Manager
   b. Building Official
   c. Senior Building Official
   d. Building Inspector II (Housing Inspector)

6. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the City Manager and persons designated by the City Manager to possess such authority are hereby authorized and designated to

exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations relating to parking regulations.

7. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the City Manager and persons classified as Business License Inspectors of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of all City ordinance and Municipal Code violations relating to business regulations, including, without limitation, Title 5 of the Municipal Code.

8. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the following classes of officers and employees of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of all City ordinances and Municipal Code provision relating to fire suppression and fire prevention, including, without limitation, California Code of Regulations, Title 19 "Public Safety", Division 1 "State Fire Marshal", and Chapter 8.36 of the Municipal Code:

   a. City Manager
   b. Fire Chief
   c. Fire Marshal
   d. Fire Battalion Chief
   e. Deputy Fire Marshal
   f. Fire Safety Specialist
   g. Fire Inspector II
   h. Fire Inspector I

9. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the City Manager and persons classified as Park Rangers of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of all City ordinances and Municipal Code violations relating to regulations for the use of park and recreation facilities, including, without limitation, Chapter 11.40 of the Municipal Code; or any of the following provisions of State law: California Penal Code Section 374.3, "Dumping", and Penal Code Section 374.4, "Littering"; California Vehicle Code, Division 11, Chapter 9, beginning at Section 22500 thereof, "Stopping, Standing and Parking", within the City parks.

10. From persons holding the positions or classifications hereinafter designated, the City Manager may authorize particular officers and employees when to

exercise arrest and citation authority pursuant to Section 1.08.050 of the Moreno Valley Municipal Code, provided that only such persons who have satisfactorily completed the prescribed enforcement training program may receive such authority, and provided further that said authority shall be automatically terminated and of no further force or effect at such time as the qualifying position or classification status of the officer or employee is terminated. The termination of arrest and citation authority for any cause does not affect the validity of proceedings duly commenced or completed prior to termination.

11. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the following classes of officers and employees of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08 of the Municipal Code:

    a. City Manager
    b. City Engineer
    c. Program Manager (Solid Waste & Recycling Program)
    d. Management Analyst and/or Assistant (Solid Waste & Recycling Program)
    e. Recycling Specialist

    Each of the above officers and employees is authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of the Municipal Code Chapter 6.02 "Refuse Collection, Transfer, and Disposal", and Chapter 8.80 "Recycling and Diversion of Construction and Demolitions Waste", or any of the following provisions of State law: Penal Code, Part 1, Title 10, beginning at Section 374.3. "Dumping"; and Section 374.4, "Littering";

12. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the following classes of officers and employees of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08 of the Municipal Code:

    a. City Manager
    b. City Engineer
    c. Engineering Division Manager (Land Development Division)
    d. Environmental Analyst

    Each of the above officers and employees is authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of the Municipal Code Chapter 8.04 "Standards and Practices", Chapter 8.10

"Stormwater/Urban Runoff Management and Discharge Controls", Chapter 8.12 "Flood Damage Prevention and Implementation of National Flood Insurance Program (NFIP)", or any of the following provisions of State law: Penal Code, National Pollutant Discharge Elimination System (NPDES) Permit and Waste Discharge Requirements for the Riverside County Flood Control & Water Conservation District, the County Of Riverside, and the Incorporated Cities of Riverside County Within the Santa Ana Region, Order No. R8-2010-0033 and NPDES No. CAS 618033 (aka "MS4 Permit");

13. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the following classes of officers and employees of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08 of the Municipal Code:

    a. City Manager
    b. City Engineer
    c. Engineering Division Manager (Land Development Division)
    d. Construction Inspector

    Each of the above officers and employees is authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of the Municipal Code Chapter 8.04 "Standards and Practices", Chapter 8.12 "Flood Damage Prevention and Implementation of National Flood Insurance Program (NFIP)", Chapter 8.14 "General", Chapter 8.21 "Grading Regulations", Chapter 9.08 "Development Standards", Chapter 9.09 "Specific Use Development Standards", or any of the following provisions of State law: Penal Code, Government Code Sections 66410 – 66499.58 (aka "Subdivision Map Act");

14. No provisions of this Resolution shall be construed to affect in any manner citation or arrest authority granted by any other provision of law.

BE IT FUTHER RESOLVED that this Resolution shall become effective immediately upon the date of its adoption.

APPROVED AND ADOPTED this 14th day of May, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA _____)

COUNTY OF RIVERSIDE _____) ss.

CITY OF MORENO VALLEY _____)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-28 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 14th day of May, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____
City Clerk

(SEAL)

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MV00202231

ORDINANCE NO. 864

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A MUNICIPAL CODE AMENDMENT (PA11-0030) AMENDING TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE REGARDING THE CREATION OF THE MIXED USE OVERLAY DISTRICT (APPROXIMATELY 147.69 ACRES) AND AMENDING THE MUNICIPAL CODE TO INCLUDE STANDARDS RELATED TO THE MIXED USE OVERLAY DISTRICT.

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1:

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 The City of Moreno Valley Official Zoning Atlas shall be modified to reflect the Mixed Use Districts Overlay.

1.3. An environmental assessment, including an initial study, has been prepared to address the environmental impacts associated with application PA11-0030 described above and environmental determinations have been adopted pursuant to the California Environmental Quality Act (CEQA).

SECTION 2: FINDINGS:

Based on substantial evidence presented to this City Council during its public hearing on April 23, 2013, including written and oral staff reports and the record from the public hearing, this City Council hereby finds as follows:

1. Conformance with General Plan Policies – The amendment is consistent with the General Plan, and its goals, objectives, policies and programs, and with any applicable specific plan.

   FACT: All of the proposed changes are consistent with, and do not conflict with the goals, objectives, policies, and programs established within the General Plan or any specific plan. The amendment creates the Mixed-Use Overlay District to replace the current Mixed Use Zoning Districts 1 and 2 (MUD1 and MUD2). The amendment also includes development standards for the Mixed Use Overlay District.

The General Plan currently references and encourages the concept of mixed use development. At this time, only limited specific plan areas within the City (Village at Sunnymead – Specific Plan 204 and the expired Moreno Highlands – Specific Plan 208) are zoned for mixed use development. The creation of the Mixed Use Overlay District will help promote the concept of mixed use in the City of Moreno Valley.

General Plan Objective 2.4 states that the City shall "Provide commercial areas within the City that are conveniently located, efficient, attractive, and have safe and easy pedestrian and vehicular circulation in order to serve the retail and service commercial needs of Moreno Valley residents and businesses." The creation of the Mixed Use Overlay District will help meet this objective.

2. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or general welfare.

   FACT: The proposed changes do not have the potential of adversely affecting the public health, safety or welfare of the residents of City of Moreno Valley or surrounding jurisdictions. The amendment deals with administrative matters that would not cause a physical effect on the environment.

3. Conformance with Zoning Regulations – The proposed amendment is consistent with the purposed and intent of Title 9.

   FACT: The amendments to the Municipal Code provides for an internally consistent set of regulations that are compatible with the purpose and intent of Title 9. The proposed changes (creation of the Mixed Use Overlay District, deletion of the MUD1 & MUD2 and inclusion of the development standards for the Mixed Use Overlay District) eliminate conflicts or clarify the meaning of some sections of Title 9. As such, it furthers the specific purpose and intent of Title 9 to "implement the goals, objectives, policies and programs of the Moreno Valley General Plan and manage future growth and change in accordance with that plan."

SECTION 3: MUNICIPAL CODE AMENDED:

3.1 Removal of MUD1 & MUD2 Information from Chapter 9.07 Special Districts. Both Section 9.07.090 Mixed Use Development 1 (MUD1) and Section 9.07.100 Mixed Use Development 2 (MUD2) will be deleted from Municipal Code as followed:

3.2 Chapter 9.11 - Parking, Pedestrian and Loading Requirements' Section 9.11.060 of the Off-street bicycle parking requirements will be revised by deleting the current Section shown below:

A. Type of Facilities.

1. Class 1 Facilities. Class 1 bicycle facilities required pursuant to the provisions of this chapter are intended for long-term parking, and shall be protected against theft of the entire bicycle and of its components and accessories.

2. Class 2 Facilities. Class 2 facilities are intended for short-term parking, and shall include a stationary object to which the owner or operator can lock the frame and both wheels with a user-provided lock. The facility shall be designed so as to protect the lock from physical assault.

3. Class 3 Facilities. Class 3 facilities are also intended for short-term parking, and shall include a stationary object to which the user can lock the frame and both wheels with a user-provided six-foot cable (or chain) and lock.

B. Number of Parking Spaces Required.

1. Bicycle parking spaces shall be provided in all commercial, office and industrial districts equal to five percent of the required automobile parking spaces, with a minimum of two bicycle parking stalls required for any one use.

2. Single and Multiple-family residences are exempt from this section.

C. Class Requirements. All required bicycle parking spaces shall include a Class 2 or 3 facility, except elementary and junior high schools, which shall include an enclosed Class 1 facility.

D. General Requirements.

1. All bicycle spaces shall be located as close as possible to the entrance(s) of the use that they are intended to serve, but situated as not to obstruct primary pedestrian circulation. If this is not possible, signs should be posted to direct bicyclists to bike parking.

2. All bicycle facilities shall be located in highly visible areas to minimize theft and vandalism.

3. All bicycle parking and storage areas shall be surfaced so as to keep the area in a dust-free condition. Pervious pavement is recommended.

4. A minimum aisle width of five feet shall be provided between and adjacent to rows of bicycle spaces for access and pedestrian pathways.

5. Bicycle parking areas shall be separated from automobile parking areas by a physical barrier of sufficient identification and distance to protect parked bicycles from damage by cars.

6. Signage should be posted to direct bicyclists to the locations of bicycle racks that may not be readily apparent. Similarly, signs indicating the location of bicycle parking should be posted wherever a NO BICYCLE PARKING sign is posted.

3.3 Urban design strategies to intensify land uses along the Alessandro Boulevard Corridor have been combined into the "Mixed Use Districts Overlay". It is the intent to replace MUD1 and MUD2 with the enhanced districts of the "Mixed Use Districts Overlay". **Exhibit A** of this Ordinance includes the Chapters and Sections, complete with Figures and Tables, which will be added to Chapter 9 of the Municipal Code.

Exhibit A includes the following chapters to be added to Chapter 9 of the Municipal Code:

Chapter 9.02 – Permits and Approvals [Addition]
9.02.090 – Administrative variances.

Chapter 9.07.090 – Mixed-Use Overlay Districts [New]
9.07.091 – Purpose and Intent
9.07.092 – Applicability
9.07.093 – Purposes of Mixed-Use Overlay Districts
9.07.094 – Permitted Uses in Mixed-Use Overlay Districts
9.07.095 – Mixed-Use Overlay District Site Development Standards
9.07.096 – Building Frontage Type Standards
9.07.097 – Open Space Standards – Publicly-Accessible Open Space
9.07.098 – Open Space Standards – Private/Common Open Space
9.07.099 – Lot Area Requirements and Lot Consolidation Incentives

Chapter 9.09 – Specific Use Development Standards [New]
9.09.250 – Live-Work Development
9.09.260 – Mixed-Use Development
9.09.270 – Outdoor Dining

Chapter 9.11 – Parking, Pedestrian, and Loading Requirements [New/Revised]
9.11.030 – General Regulations
9.11.040 – Off-Street Parking Requirements
9.11.060 – Off-Street Bicycle Parking Requirements

Chapter 9.15 – Definitions [New]

9.15.030 – Defintions

3.4 The Permitted Uses Table 9.02.020-1 in Chapter 9.02.020 will be replaced with **Exhibit B** of this Ordinance.

SECTION 4: EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5: NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6: EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 14th day of May, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 864 had its first reading on April 23, 2013 and had its second reading on May 14, 2013, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 14th day of May, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

ORDINANCE NO. 865

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA11-0029 (CHANGE OF ZONE) TO CHANGE THE LAND USE DISTRICT FOR APPROXIMATELY 146.19 ACRES TO RESIDENTIAL 30 (R30) AND APPROXIMATELY 10.46 ACRES TO OPEN SPACE (OS) AND PA12-0047 (CHANGE OF ZONE) TO CHANGE THE LAND USE DISTRICT OF APPROXIMATELY 21.47 ACRES TO COMMUNITY COMMERCIAL (CC)

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1.

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 Pages 82, 99 and 140 of the City of Moreno Valley Official Zoning Atlas shall be modified to reflect the Zone Changes (PA11-0029 and PA12-0047).

1.4. An environmental assessment, including an initial study, has been prepared to address the environmental impacts associated with applications PA11-0029 and PA12-0047 described above and environmental determinations have been adopted pursuant to the California Environmental Quality Act (CEQA).

SECTION 2: FINDINGS

2.1 With respect to the proposed change to pages 82, 99 and 140 of the City of Moreno Valley Official Zoning Atlas, and based upon substantial evidence presented to the City Council during the public hearing on April 23, 2013, including written and oral staff reports, and the record from the public hearing, the City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.

FACT: The proposed Change of Zone is consistent with, and do not conflict with the goals, objectives, policies, and programs established within the General Plan or any specific plan. California State law (Government Code Section 65580-65589.8) requires that cities provide an inventory of land suitable for residential development. Section 65583.2(B)(e) requires that jurisdictions with a population greater than

100,000 must have sites allowing at least 30 unit per acre. The City of Moreno Valley's current population is approximately 193,365 thus requiring the City to provide high density housing opportunities at the 30 unit per acre. PA11-0029 (Change of Zone) will change the land use designation for the four areas totaling approximately 146.19 acres to Residential 30 (R30) and approximately 10.46 acres to Open Space (OS).

PA12-0047 (Change of Zone) will change the zoning designation of Assessor's Parcel Number (APN) 485-220-041, which is located at the southwest corner of Gentian Avenue and Perris Boulevard. The 21.47 acre parcel's land use is currently Residential 5 (R5) and the proposed change is to Community Commercial (CC).

The parcels directly to the west and southwest are part of the request for both land use and rezoning to Residential 30 (R30). The parcels directly south are currently Community Commercial and included an approved shopping center (PA06-0123), Home Depot and a Farmer Boys restaurant.

There is no development application associated with the proposed zone change. The proposed zoning would permit development of a commercial shopping center, which would support the neighboring proposed high density housing.

Changing the zoning of 21.47 acres to commercial uses along Perris Boulevard consistent the goals of the Alessandro Boulevard Corridor Plan though was not an original part of the vision plan. Perris Boulevard is a similar to Alessandro Boulevard as an important regional transportation link for Moreno Valley. Perris Boulevard is ideal to provide a mix of retail and multiple density housing opportunities to promote pedestrian-oriented development. The land use change to Commercial is also consistent with the General Plan and would not be in conflict with the goals, objectives, policies or programs of the General Plan.

2. Conformance with Specific Plan Policies – The proposed use is consistent with any applicable Specific Plan.

FACT: The project site is not within a specific plan area.

3. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

FACT: The proposed Change of Zones will not adversely affect the public health, safety or general welfare. An environmental assessment, including an initial study, has been prepared to address the environmental impacts associated with applications PA11-0029 and PA12-0047 described above

and environmental determinations have been adopted pursuant to the California Environmental Quality Act (CEQA).

4. Conformance with Title 9 – The proposed amendment to change the zoning atlas is consistent with the purposes and intent of Title 9.

FACT: The Change of Zone is compatible with the purpose and intent of Title 9. As such, it furthers the specific purpose and intent of Title 9 to "implement the goals, objectives, policies and programs of the Moreno Valley General Plan and manage future growth and change in accordance with that plan."

SECTION 3: ZONE CHANGE

3.1 Based on the findings contained in Section 2 of this Ordinance, the City Council hereby adopts the Change of Zones (PA11-0029 and PA12-0047) to change to the zoning districts listed in the tables below and subject to the revised zoning designations depicted in the attached Exhibit A and B.

PA11-0029 (Change of Zone) will change the land use designation for the four areas totaling approximately 146.19 acres to Residential 30 (R30) and approximately 10.46 acres to Open Space (OS). The Assessor's Parcel Numbers of the parcels affected by this Change of Zone are as followed:

Area #1 (Day/Alessandro) – Change of Zone		
APN	Current Zoning	Proposed Zoning
291191004	CC	R30
291191007	CC	R30
291191008	R15 & CC	R30
291191009	R15 & CC	R30
291191010	R15	R30
291191011	CC	R30
291191012	R15	R30
291191013	R15	R30
291191025	CC	R30
291191026	CC	R30
291191027	R15	R30
291191028	R15	R30
291191029	CC	R30

Area #2 (Elsworth/Alessandro) – Change of Zone		
APN	Current Zoning	Proposed Zoning
291200023	CC	R30
291200024	R15	R30

291200025	CC	R30
291200027	CC	R30
291200030	CC	R30
291200038	CC	R30
291200039	CC	R30
291200040	CC	R30
291264001	CC	R30
291264002	CC	R30
291264003	CC	R30
291264004	CC	R30
291264005	CC	R30
291264006	CC	R30
291264007	CC	R30
291264008	CC	R30
291264009	CC	R30
291264011	CC	R30
291264012	CC	R30
291273001	CC	R30
291273004	CC	R30
291273005	CC	R30
291273007	CC	R30
291273008	CC	R30

Area #3 (Morrison/Alessandro) – Change of Zone		
APN	Current Zoning	Proposed Zoning
486270001	OC	R30
486270002	OC	R30
486270003	OC	R30
486270004	OC	R30
486270008	OC	R30
486270017	OC	R30
486280043	R15	R30 (approx.17 acres)
486280043	R15	OS (approx.10.4 acres)
486280002	R15	R30
486280004	R15	R30
486280005	R15	R30
486280006	R15	R30
486280007	R15	R30
486280008	R15	R30
486280010	R15	R30
486280011	R15	R30
486280012	R15	R30
486280013	R15	R30

Area #4 (Perris/Iris) – Change of Zone		
APN	Current Zoning	Proposed Zoning
485220006	R15	R30
485220007	R15	R30
485220008	R15	R30
485220009	R15	R30
485220015	R15	R30
485220016	R15	R30
485220017	R15	R30
485220040	R5	R30

PA12-0047 (Change of Zone) will change the zoning designation of Assessor's Parcel Number (APN) 485-220-041, which is located at the southwest corner of Gentian Avenue and Perris Boulevard. The 21.47 acre parcel's land use is currently Residential 5 (R5) and the proposed change is to Community Commercial (CC).

Area #5 (Perris/Gentian) – Change of Zone		
485220041	R5	CC

SECTION 4: EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5: NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6: EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 14th day of May, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 865 had its first reading on April 23, 2013 and had its second reading on May 14, 2013, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 14th day of May, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00202245

MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
April 23, 2013

CALL TO ORDER

SPECIAL PRESENTATIONS

1. 2012 Volunteer of the Year - Shor Denny, Safe Routes to School Program Coordinator

2. Proclamation Recognizing May as Mental Health Month

3. Proclamation Recognizing Miguel "Mikey" Garcia World Boxing Organization Featherweight Champion

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:00 PM
April 23, 2013

CALL TO ORDER

The Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority and the Board of Library Trustees was called to order at 6:12 p.m. by Mayor Tom Owings in the Council Chamber located at 14177 Frederick Street

Mayor Tom Owings announced that the City Council receives a separate stipend for CSD meetings.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Frank Wright

INVOCATION - Pastor Paul Cunningham - Renewal Christian Fellowship

ROLL CALL

Council:

Tom Owings	Mayor
Marcelo Co	Mayor Pro Tem
Victoria Baca	Council Member
Jesse L. Molina	Council Member
Richard A. Stewart	Council Member

Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
Henry T. Garcia	City Manager
Richard Teichert	Financial and Management Services Director
Suzanne Bryant	Acting City Attorney
Michelle Dawson	Assistant City Manager

MV00202247

Joel Ontiveros	Police Chief
Abdul Ahmad	Fire Chief
Ahmad Ansari	Public Works Director
Barry Foster	Community and Economic Development Director
Tom DeSantis	Administrative Services Director
Mike McCarty	Parks & Community Services Director
Michele Patterson	Assistant to the City Manager

PUBLIC COMMENTS **ON ANY SUBJECT NOT ON THE AGENDA** UNDER THE JURISDICTION OF THE CITY COUNCIL

Dawn Newkirk

1. Area affected by World Logistics Center

Betty Masters

1. Impacts of World Logistics Center

Carissa Marin, representing Save Moreno Valley

1. World Logistics Center

LaShé Rodriguez, representing Assembly Member Jose Medina

1. Legislative update

2. Town Hall meeting at the UCR Extension Center on April 25, 4-6 p.m.

3. On Saturday, April 27, 9:30 - 4:00 p.m. at Landis Auditorium, RCC, a conference in Spanish will be held (Tecnificate)

Marcia Amino

1. Public Safety tax

2. Utility tax/City's expenditures

Daryl Terrell

1. Road to Moreno Valley's long term fiscal solvency plan

Enrique Marin

1. World Logistics Center

Deanna Reeder

1. Public safety tax
2. Budget
3. Controversial items listed on Consent Calendar

Tom Thornsley

1. World Logistics Center/involving community

Pete Bleckert

1. City buying properties

Public comments will be continued at the end of the meeting.

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Acting City Attorney Acting City Attorney Suzanne Bryant announced that she has a conflict of interest with Item A.18.

Mayor Tom Owings opened the agenda items for the Consent Calendars for public comments, which were received by Marcia Amino (Items A.14 and A.16), Deanna Reeder (Items A.13 and A.16), and Tom Thornsley (Items A.17, A.16, and A.18).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF APRIL 9, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

A.4 APPROVAL OF PAYMENT REGISTER FOR FEBRUARY, 2013
(Report of: Financial & Management Services Department)

Recommendation:
Adopt Resolution No. 2013-21, approving the Payment Register for the month of February, 2013 in the amount of $17,449,090.98.

Resolution No. 2013-21

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Payment Register for the Month of February, 2013

A.5 AUTHORIZE SUBMISSION OF GRANT APPLICATIONS FOR THE CALIFORNIA FEDERAL LANDS ACCESS PROGRAM
(Report of: Public Works Department)

Recommendation:
Authorize the submission of two grant applications for the California Federal Lands Access Program to the Office of Federal Lands Highway, Federal Highway Administration (FHWA).

A.6 APPROVE THE COOPERATIVE AGREEMENT WITH THE RIVERSIDE COUNTY FIRE DEPARTMENT FOR FIRE PROTECTION, FIRE PREVENTION, RESCUE, AND MEDICAL EMERGENCY SERVICES
(Report of: Fire Department)

Recommendations

1. Approve the Cooperative Agreement with the Riverside County Fire Department for Fire Protection, Fire Prevention, Rescue and Medical Emergency Services.

2. Authorize the Mayor to execute the Cooperative Agreement.

A.7 APPROVE AND ADOPT RESOLUTION 2013-22 IMPLEMENTING PERMIT PARKING ON MEDITERRANEAN DRIVE
(Report of: Public Works Department)

MV00202250

Recommendation:
Approve and Adopt Resolution No. 2013-22 implementing permit parking on Mediterranean Drive located just west of Perris Boulevard and Suburban Lane.

Resolution No. 2013-22

A Resolution of the City Council of the City of Moreno Valley, California, Approving and Authorizing Installation of Permit Parking on Mediterranean Drive.

A.8 AUTHORIZE THE AWARD OF THE CONSTRUCTION CONTRACT TO BEDON CONSTRUCTION, INC. FOR THE MORENO MASTER DRAINAGE PLAN LINE "F", STAGE 2 CHANNEL IMPROVEMENTS -- PROJECT NO. 804 0005 70 77
(Report of: Public Works Department)

Recommendations

1. Waive any and all minor irregularities and award the contract to Bedon Construction, Inc., P.O. Box 1235, Temecula, CA 92593, the lowest responsible bidder, for the Moreno Master Drainage Plan Line "F", Stage 2 Channel Improvements.

2. Authorize the City Manager to execute a contract with Bedon Construction, Inc.

3. Authorize the issuance of a Purchase Order to Bedon Construction, Inc. for the amount of $3,601,458.03 ($3,274,052.75 bid plus 10% contingency) when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Bedon Construction, Inc. up to, but not exceeding, the contingency amount of $327,405.28, subject to the approval of the City Attorney.

5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained system until Riverside County Flood Control and Water Conservation District accepts the ownership and maintenance responsibilities for the improvements, and release the retention to Bedon Construction, Inc., if no claims are filed against the project.

A.9 AUTHORIZE THE SUBMISSION OF A GRANT APPLICATION FOR THE BRIDGE FUNDING UNDER SURFACE TRANSPORTATION PROGRAM (STP) AND ADOPT RESOLUTION NO. 2013-23 COMMITTING TO

MV00202251

PROVIDE LOCAL MATCHING FUNDS AT A MINIMUM OF 11.47% OF THE TOTAL PROJECT COST
(Report of: Public Works Department)

Recommendations

1. Authorize the Public Works Director/City Engineer to submit the grant application for Bridge Funding to Caltrans under the Surface Transportation Program (STP).

2. Adopt Resolution No. 2013-23 committing to provide local matching funds at a minimum of 11.47% of the total project cost.

   Resolution No. 2013-23

   A Resolution of the City Council of the City of Moreno Valley, California, Adopting Certification of Available Matching Funds for the Surface Transportation Program

A.10 PA06-0021, PM 34577 – ACCEPT DEVELOPMENT IMPACT FEE (DIF) IMPROVEMENT CREDIT AGREEMENT #D12-001 FOR INDIAN STREET AND SAN MICHELE ROAD IMPROVEMENTS ASSOCIATED WITH THE I-215 LOGISTICS PROJECT
(Report of: Community & Economic Development Department)

Recommendations

1. Accept the Development Impact Fee Improvement Credit Agreement #D12-001 (DIF Agreement) for PA06-0021, PM 34577 improvements.

2. Authorize the Mayor to execute the DIF Agreement.

A.11 PA06-0021, PM 34577 – ACCEPT TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) PROGRAM IMPROVEMENT AND CREDIT/REIMBURSEMENT AGREEMENT #T13-001 FOR HEACOCK AVENUE IMPROVEMENTS ASSOCIATED WITH THE I-215 LOGISTICS PROJECT
(Report of: Community & Economic Development Department)

Recommendations

1. Accept the Transportation Uniform Mitigation Fee Improvement Credit/Reimbursement Agreement #T13-001 (TUMF Agreement) for PA06-0021, PM 34577 improvements.

2. Authorize the Mayor to execute the TUMF Agreement.

3. Direct the City Clerk to forward the signed Agreement to the County

MV00202252

Recorder's Office for recordation.

A.12 APPROVE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF RIVERSIDE OFFICE OF EMERGENCY MANAGEMENT REGARDING URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDING FOR FEDERAL FISCAL YEAR 2010
(Report of: Fire Department)

Recommendations

1. Adopt Resolution No. 2013-24 of the City of Moreno Valley, California, approving the Memorandum of Understanding with the City of Riverside Office of Emergency Management regarding the Urban Area Security Initiative (UASI) grant funding for Federal Fiscal Year 2010.

   Resolution No. 2013-24

   A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the City to Enter into a Memorandum of Understanding With the City of Riverside Office of Emergency Management Regarding Urban Area Security Initiative (UASI) Grant Funding for Federal Fiscal Year 2010

2. Authorize the allocation of $5,000 for expenditures related to the Fiscal Year 10 UASI grant not to exceed the amount of grant award.

3. Authorize the City Manager or his designee to execute the Certificate of Non-Supplanting.

4. Authorize the City Manager or his designee to execute the Riverside Urban Area Security Initiative Certification Regarding Debarment, Suspension, and other Responsibility Matters.

5. Authorize the City Manager or his designee to execute the California Emergency Management Agency FY2010 Grant Assurances.

6. Accept the grant award from the City of Riverside Office of Emergency Management regarding the Urban Area Security Initiative (UASI) grant funding for Federal Fiscal Year 2010.

A.13 APPROVE THE CITY OF MORENO VALLEY'S FIVE-YEAR MEASURE A LOCAL STREETS AND ROADS CAPITAL IMPROVEMENT PLAN (CIP) AND MAINTENANCE OF EFFORT (MOE) CERTIFICATION STATEMENT FOR THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC) MEASURE A LOCAL FUNDS PROGRAM, FISCAL YEAR (FY)

MV00202253

2014-2018
(Report of: Public Works Department)

Recommendations

1. Approve the City of Moreno Valley's Five-Year Measure A Local Streets and Roads CIP and MOE for the RCTC Measure A Local Funds Program, FY 2014-2018.

2. Authorize submittal of the RCTC Measure A Local Streets and Roads CIP and MOE for the RCTC Measure A Local Funds Program, FY 2014-2018.

3. Authorize staff to submit an amended five-year plan to RCTC if changes are made by City Council to the listed Measure A projects as part of the upcoming FY 2013-2014 budget approval process

A.14 APPROVE AND EXECUTE AGREEMENT FOR CONVEYANCE OF PROPERTY FOR PARTIAL ACQUISITION OF APN'S 488-080-003 AND 488-080-012 FOR THE SR-60/MORENO BEACH INTERCHANGE IMPROVEMENTS PROJECT – PROJECT NO. 801 0038 70 77
(Report of: Public Works Department)

Recommendations

1. Approve the Agreement for Conveyance of Real Property with LCTH Investment, LP, for partial acquisition of APN's 488-080-003 and 488-080-012 for the SR-60/Moreno Beach Interchange Improvements project.

2. Authorize the City Manager to execute the Agreement for Conveyance of Real Property and authorize the Public Works Director/City Engineer to approve any changes subject to the approval of the City Attorney.

3. Authorize the issuance of a Purchase Order for $222,317 ($212,317 for the acquisition purchase price plus $10,000 for escrow closing fees) when the Agreement has been signed by all parties.

A.15 RATIFICATION OF GRANT PROPOSAL SUBMITTAL FOR THE SURFACE TRANSPORTATION PROGRAM (STP)
(Report of: Public Works Department)

Recommendations

Ratify the submittal of a grant proposal to the Riverside County Transportation Commission (RCTC) for the Surface Transportation Program (STP).

A.16 3-YEAR ECONOMIC DEVELOPMENT ACTION PLAN
(Report of: Community & Economic Development Department)

Recommendation:
Approve the 3-Year Economic Development Action Plan.

A.17 BUDGET APPROPRIATION FOR THE SR-60/THEODORE INTERCHANGE IMPROVEMENTS AS A NEW CAPITAL IMPROVEMENT PLAN PROJECT
PROJECT NO. 801 0052 70 77
(Report of: Public Works Department)

Recommendations

1. Authorize the following budget appropriation from unencumbered funds in the Development Impact Fee (DIF) Interchange Improvements Revenue Fund Balance to create a new Capital Improvement Project Expenditure Account titled the SR-60/Theodore Interchange Improvement Project:$138,000 – from (2911-99-95-92911) to (3311-99-99-93311)

2. Amend the Fiscal Year 12/13 Adopted Capital Improvement Plan (CIP) to include the SR-60/Theodore Interchange Improvement Project as a funded Street Improvement, Project Number 801 0052 70 77 and General Ledger Number 3311-70-77-80001.

A.18 APPROVAL OF EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND SUZANNE M. BRYANT FOR THE POSITION OF CITY ATTORNEY
(Report of: Administrative Services Department)

Recommendation:
Approve the Employment Agreement between the City of Moreno Valley and Suzanne M. Bryant for the position of City Attorney.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF APRIL 9, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

MV00202255

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF APRIL 9, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF APRIL 9, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 by m/Council Member Victoria Baca, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

E. PUBLIC HEARINGS

E.1 PUBLIC HEARING TO CONSIDER FEE SCHEDULE FOR FISCAL YEAR 2013-14
(Report of: Financial & Management Services Department)

Recommendations That the City Council:

1. Conduct a Public Hearing to receive public input on the proposed Fee Schedule for Fiscal Year 2013-14.

2. Adopt Resolution No. 2013-25, approving the Fee Schedule for Fiscal Year 2013-14.

   Resolution No. 2013-25

   A Resolution of the City Council of the City of Moreno Valley, California, Establishing Specified Fees for Various Services for Fiscal Year 2013-14 and Repealing Prior Resolutions that May Be in Conflict

MV00202256

Motion to Continue the item to May 14, 2013 Regular Council Meeting by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

E.2 ALESSANDRO BOULEVARD CORRIDOR IMPLEMENTATION PROJECT, WHICH INCLUDES TWO GENERAL PLAN AMENDMENTS (PA11-0028 & PA12-0046), TWO CHANGES OF ZONES (PA11-0029 & PA12-0047), AND MUNICIPAL CODE AMENDMENT (PA11-0030). THE PROJECT INCLUDES REZONING AREAS ALONG ALESSANDRO BOULEVARD AND NEAR PERRIS BOULEVARD AND IRIS AVENUE TO R30 (RESIDENTIAL UP TO 30 UNITS PER ACRE), 10.46 ACRES TO OPEN SPACE, COMMERCIAL REZONING OF A PARCEL AT THE SOUTHWEST CORNER OF PERRIS BOULEVARD AND GENTIAN AVENUE, AND THE CREATION OF A MIXED USE DISTRICT OVERLAY. THE R30 REZONING WILL PROVIDE CONSISTENCY WITH THE CITY'S CERTIFIED HOUSING ELEMENT
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. ADOPT a Mitigated Negative Declaration for PA11-0028 (General Plan Amendment), PA11-0029 (Change of Zone), PA11-0030 (Municipal Code Amendment), PA12-0046 (General Plan Amendment) and PA12-0047 (Change of Zone) pursuant to the California Environmental Quality Act (CEQA) Guidelines.

2. APPROVE Resolution No. 2013-26 approving PA11-0028 and PA12-0046 (General Plan Amendments), thereby establishing General Plan Land Use Map designations for certain properties as described in the Resolution, and the revised General Plan Maps.

3. INTRODUCE Ordinance No. 864 approving a Municipal Code Amendment (PA11-0030) creating the Mixed Use District Overlay and amending various sections of Title 9 of the City of Moreno Valley Municipal Code based on the findings in the Ordinance.

4. INTRODUCE Ordinance No. 865 approving Zone Change (PA11-0029) from Community Commercial (CC), Office Commercial (OC), Residential 15 (R15 and Residential 5 (R5) to Residential 30 (R30), and Zone Change (PA12-0047) from Residential 5 (R5) to Community Commercial (CC), based on the findings in the Ordinance, and the revised zoning pages.

MV00202257

Mayor Tom Owings opened the public testimony portion of the public hearing. Public testimony was received from Deanna Reeder (also talked on behalf of Carol Keegan who owns property behind Home Depot on Iris).

Motion to Approve Recommendation No. 1 by m/Council Member Jesse L. Molina, s/Council Member Richard A. Stewart

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 2 by m/Council Member Jesse L. Molina, s/Council Member Richard A. Stewart

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 3 by m/Council Member Jesse L. Molina, s/Council Member Richard A. Stewart

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 4 by m/Council Member Jesse L. Molina, s/Mayor Pro Tem Marcelo Co

Approved by a vote of 5-0.

E.3 PUBLIC HEARING FOR DELINQUENT NUISANCE ABATEMENT ACCOUNTS
(Report of: Fire Department)

Recommendations That the City Council:

1. Conduct a public hearing and accept public testimony on delinquent nuisance abatement accounts.

2. Adopt Resolution No. 2013-27 of the City of Moreno Valley, California, confirming assessments on certain real properties as outlined in the Property Assessment List for the abatement of nuisances.

   Resolution No. 2013-27

   A Resolution of the City Council of the City of Moreno Valley, California, Confirming Statements of Costs Against Real Property Located in the City of Moreno Valley, for Abatements of Public Nuisances and Direction that Said Statement of Costs Constitute a Lien Upon Said Properties

MV00202258

3. Approve placing the submitted Property Assessment List of delinquent nuisance abatement accounts on the Fiscal Year (FY) 2013/2014 Riverside County property tax roll for collection.

4. Direct the City Clerk to file with the Riverside County Assessor's office a certified copy of Resolution No. 2013-27 and the Property Assessment List as required by Section 6.04.120 of the City of Moreno Valley Municipal Code.

Mayor Tom Owings opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Motion to Approve Recommendation No. 2 by m/Council Member Richard A. Stewart, s/Council Member Victoria Baca

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 3 by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 4 by m/Council Member Richard A. Stewart, s/Council Member Victoria Baca

Approved by a vote of 5-0.

E.4 PUBLIC HEARING FOR THE CDBG AND HOME PROGRAMS TO ADOPT THE CONSOLIDATED PLAN FOR FISCAL YEARS 2013-2018. THE ANNUAL ACTION PLAN FOR FISCAL YEAR 2013-2014 AND THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE AND FAIR HOUSING ACTION PLAN
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Conduct a Public Hearing for the Community Development Block Grant (CDBG) and HOME programs to allow the public an opportunity to comment on, 1) the proposed FY 2013-2018 Consolidated Plan, 2) the FY 2013-2014 Annual Action Plan, and 3) the Analysis of Impediments to Fair Housing Choice and Fair Housing Action Plan.

2. Adopt, 1) the FY 2013-2018 Consolidated Plan, 2) the FY 2013-2014 Annual Action Plan, and 3) the Analysis of Impediments to Fair Housing Choice and Fair Housing Action Plan.

Mayor Tom Owings opened the public testimony portion of the public hearing. Public testimony was received from Deanna Reeder.

Motion to Approve Recommendation No. 2 by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 5-0.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

a) Report by Council Member Council Member Jesse L. Molina on Riverside Transit Agency (RTA)

Council Member Jesse L. Molina stated that he attended the RTA T-NOW meeting that was held in Perris; meetings are being alternated between Perris and Moreno Valley. The purpose of RTA T-NOW is to bring people together and find out what their transportation needs are and to serve people in the regional area; invited everyone to RTA meeting this Thursday, where travel training (using public transportation system) will be discussed; encouraged everyone to try the public transportation; we will have a Metrolink in the future; like to see a trolley system

Also, attended a Riverside Conservation Authority workshop, where was able to see endangered species animals, including falcons and snakes; visited office of Assemblyman Medina and attended Mark Takano's town hall meeting to build bridges with our local representatives; toured some of the areas across freeway 215; tomorrow will attend with the Mayor a Sunnymead Blvd. clean-up meeting; the purpose of this meeting is to get input from constituents and to clean up Sunnymead Blvd. to make it more friendly place to shop

Mayor Tom Owings

1. Stated that he attended with Council Member Baca a Sunnymead Blvd. clean up meeting this morning. About 35-40 people voiced their vision for their neighborhoods and support what the Council is doing; will attend a Sunnymead Blvd. clean up meeting tomorrow with Council Member Molina

G.2 CITY MANAGER'S REPORT (Informational Oral Presentation - not for

MV00202260

Council action) - none

G.3 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action) - none

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Council Member Jesse L. Molina

1. Thanked everyone for being here; everyone has a right to speak and voice their opinion

Council Member Victoria Baca

1. With Mayor Tom Owings attended a meeting regarding Sunnymead Blvd. clean up at Miller Jones Mortuary; gave an overview of topics discussed: was very pleased with the outcome; businesses in District 5 voiced their concerns; assured them that the City Council will be very responsive and issues will be resolved; homelessness is a very troubling issue; will work on this problem as this is a community issue; another concern is the signage; will get an input from the businesses and will enforce consistently and fairly across the board; talked about organizing the non-profits, eliminating duplication services, identifying the community needs; crime - need to keep working on the trouble areas in our community and let residents and businesses know what resources are available to them; will meet again in a month; the public is welcome to come; thanked staff attending the meeting

2. Will have community forums in District 5 in different communities to discuss what their particular needs are

3. Is attending monthly meetings at Box Springs Water District to discuss what their particular needs are and to resolve years long problems

MV00202261

4. The community will be included in the plan to move forward

Mayor Tom Owings

1. Regarding the Sunnymead Blvd. clean up meeting - people who attended asked to have another meeting in a month. Thanked the staff

2. Read a passage from historian E.H. Carr's book about facts; facts are based on the interpretation what is true or not true; stated that the Council and City's staff are doing a good job: the World Logistics Center topic has two sides to it and everybody's opinion is important; will make sure that it is done in a proper way, respecting everyone's position

PUBLIC COMMENTS **ON ANY SUBJECT NOT ON THE AGENDA** UNDER THE JURISDICTION OF THE CITY COUNCIL - Continuation

Christopher Baca

1. Panhandling and day laborers issues; establishing day labor sites

2. Presented to the Council a resolution to support immigration reform and provide path to citizenship

Ashley Castillo

1. World Logistics Center

Jose Chavez

1. Air pollution

There being no further business to conduct, the meeting was adjourned at 9:11 p.m. to Closed Session by unanimous informal consent.

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority was held in the Conference Room C, First Floor, City Hall. The City Council met in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

The Acting City Attorney Suzanne Bryant announced that the following will be discussed: three cases listed on the agenda under Government Code 54956.9 (d)(1), Existing Litigation, and Labor Negotiations listed under Government Code 54957.6.

Mayor Tom Owings opened the agenda item for public comments; there being none, public comments were closed.

The Closed Session was held pursuant to Government Code:

1 SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

a) *Teague v. City of Moreno Valley*

b) *City of Moreno Valley v. Bond Safeguard Insurance Company*

c) *City of Moreno Valley v. AEI CASC*

2 SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF SECTION 54956.9

Number of Cases: 5

3 SECTION 54956.9(d)(4) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

4 SECTION 54957.6 - LABOR NEGOTIATIONS

a) *Agency Representative: City Manager Henry T. Garcia Employee Organization: MVCEA*

b) *Agency Representative: City Manager Henry T. Garcia Employee Organization: MVMA*

c) *Agency Representative: City Manager Henry T. Garcia Employee Organization: Moreno Valley Confidential Management Employees*

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

MV00202263

None

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 10:07p.m. by unanimous informal consent.

Submitted by:

_____

City Clerk Jane Halstead, CMC
Secretary, Moreno Valley Community Services District
Secretary, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Secretary, Moreno Valley Housing Authority
Secretary, Board of Library Trustees

Approved by:

_____

Mayor Tom Owings
President, Moreno Valley Community Services District
Chairperson, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Moreno Valley Housing Authority
Chairperson, Board of Library Trustees

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AGENDA

CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

June 11, 2013

REGULAR MEETING – 6:00 P.M.

City Council Study Sessions
First & Third Tuesdays of each month – 6:00 p.m.
City Council Meetings
Second & Fourth Tuesdays of each month – 6:00 p.m.
City Council Closed Sessions
Immediately following Regular City Council Meetings and Study Sessions, unless no Closed Session Items are Scheduled

City Hall Council Chamber - 14177 Frederick Street
Teleconference: 40 P Lovina
Pasay City, Metro Manila, Philippines

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3705 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Tom Owings, Mayor

Marcelo Co, Mayor Pro Tem
Jesse L. Molina, Council Member
Richard A. Stewart, Council Member
Victoria Baca, Council Member

AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
AND THE BOARD OF LIBRARY TRUSTEES

THE CITY COUNCIL RECEIVES A SEPARATE STIPEND FOR CSD MEETINGS

REGULAR MEETING - 6:00 PM
JUNE 11, 2013

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION - Pastor Eddie Ogwo - Heartbeat of God Assembly

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

MV00203060

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority or the Board of Library Trustees requests that an item be removed for separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF MAY 28, 2013 (Report of: City Clerk's Department)

Recommendations
1. Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

A.4 APPROVE RESOLUTION NO. 2013-36 ADOPTING A 10-YEAR RESOURCE PLAN FOR MORENO VALLEY UTILITY
(Report of: Public Works Department)

Recommendations
1. Approve Resolution No. 2013-36 adopting a 10-Year Resource Plan for Moreno Valley Utility.

   Resolution No. 2013-36

   A Resolution of the City Council of the City of Moreno Valley, California, Adopting a 10-Year Resource Plan for Moreno Valley Utility

2. Authorize the Electric Utility Division Manager to execute power purchase agreements with terms of 12 months or less with concurrence from the Public Works Director/City Engineer.

3. Authorize the City Manager to execute power purchase agreements with terms greater than 12 months and less than or equal to 5 years.

4. Power purchase agreements greater than 5 years shall require City Council approval.

5. Contracts associated with City ownership of generation assets or assumption of debt in support of generation projects or power purchase agreements shall require City Council approval.

6. Any procurement of energy products that is inconsistent with or not addressed in the adopted Resource Plan shall require City Council approval.

A.5 APPROVE RESOLUTION NO. 2013-37 ADOPTING A RENEWABLE ENERGY RESOURCES PROCUREMENT PLAN PURSUANT TO CALIFORNIA SENATE BILL 2-1X (SB2-1X).
(Report of: Public Works Department)

Recommendation:

1. Approve Resolution No. 2013-37 adopting a Renewable Energy Resources Procurement Plan pursuant to California Senate Bill 2-1X.

   Resolution No. 2013-37

   A Resolution of the City Council of the City of Moreno Valley, California, Adopting a Renewable Energy Resources Procurement Plan Pursuant to California Senate Bill 2-1x

A.6 MORENO VALLEY ELECTRIC UTILITY (MVU) SOLAR INCENTIVE PROGRAM 2013/14 UPDATES
(Report of: Public Works Department)

Recommendation:

1. Approve Moreno Valley Electric Utility (MVU) Solar Incentive Program 2013/14 updates.

A.7 AUTHORIZE THE CITY OF MORENO VALLEY TO GRANT SOUTHERN CALIFORNIA EDISON COMPANY AN EASEMENT OVER A PORTION OF REAL PROPERTY NEAR THE SOUTHWEST CORNER OF DELCRESTA DRIVE AND HIDDEN SPRINGS DRIVE (APN: 260-384-003)
(Report of: Public Works Department)

Recommendations

1. Authorize the Mayor to execute the Grant of Easement for a

permanent easement over a portion of real property located near the southwest corner of Delcresta Drive and Hidden Springs Drive (APN: 260-384-003) from the City of Moreno Valley to the Southern California Edison Company (SCE) and sign the SCE Purchase Offer.

2. Direct the City Clerk to forward the executed Grant of Easement and signed SCE Purchase Offer to Capital Projects for further processing and recordation.

A.8 AUTHORIZE EXECUTION OF QUITCLAIM DEEDS TRANSFERRING THE CITY'S TITLE INTEREST IN FOUR STORM DRAIN EASEMENTS FOR MORENO MDP LINE J AND LINE J-9 TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PER THE COOPERATIVE AGREEMENT BETWEEN CITY OF MORENO VALLEY AND RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT.
(Report of: Public Works Department)

Recommendations

1. Authorize the Mayor to execute the Quitclaim Deeds transferring all rights, title and interest in and to four storm drain easements for Moreno MDP Line J and J-9 per Easement Deeds recorded as Instrument Numbers 2011-0548110, 2011-0548111, 2012-0130583 and 2012-0130584 in the Official Records of Riverside County, California.

2. Direct the City Clerk to forward the four signed Quitclaim Deeds to the Riverside County Flood Control and Water Conservation District for further processing and recordation.

A.9 PARCEL MAP 35150 – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTIONS OF SAN MICHELE ROAD, INDIAN STREET, NANDINA AVENUE AND HEACOCK STREET ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM
(Report of: Community & Economic Development Department)

Recommendations

1. Adopt the proposed Resolution No. 2013-39 authorizing the acceptance of the public improvements within Parcel Map 35150 as complete and accepting the portions of San Michele Road, Indian Street, Nandina Avenue and Heacock Street associated with the project into the City's Maintained Street system.

Resolution No. 2013-39

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete Within Parcel Map 35150 and Accepting the Portions of San Michele Road, Indian Street, Nandina Avenue and Heacock Street Associated With the Project into the City's Maintained Street System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 60 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.10 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND ELECTRIC RATE SCHEDULE ED - ECONOMIC DEVELOPMENT RATE FOR MORENO VALLEY UTILITY
(Report of: Public Works Department)

Recommendations

1. Approve Resolution No. 2013-46 amending Electric Rate Schedule ED – Economic Development Rate for Moreno Valley Utility.

   Resolution No. 2013-46

   A Resolution of the City Council of the City of Moreno Valley, California, to Amend Electric Rate Schedule Ed – Economic Development Rate and Associated Agreement for Moreno Valley Utility

2. Authorize the City Manager to execute, on behalf of the City Council, the amended Economic Development Rate Agreement for New or Expanded Load Electric Service Customer pursuant to Schedule ED - Economic Development Rate.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF MAY 28, 2013 (Report of: City Clerk's Department)

Recommendation:

1. Approve as submitted.

B.3 THIRD EXTENSION OF THE AGREEMENT - PROJECT NO. DSG-1/10 FOR ZONE D (STANDARD SERVICE LEVEL) MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Third Extension of the Amended Agreement ("Third Extension Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. DSG-1/10, with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for Zone D (Parkway Landscape Maintenance Services) for areas receiving standard level landscape maintenance services.

2. Authorize the City Manager to execute the Third Extension Agreement for DSG-1/10 with TruGreen Landcare.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013, to TruGreen Landcare in the not-to-exceed (NTE) amount of $77,895.41 ($62,695.41 for base services and $15,200.00 for additional work services).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

B.4 FIRST EXTENSION OF THE AGREEMENT - PROJECT NO. DSG-2/12-13 ZONE D (REDUCED SERVICE LEVEL) MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the First Extension of the Amended Agreement ("Second Extension Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. DSG-2/12-13, with Mariposa Landscape, Inc., 15529 Arrow Highway, Irwindale, CA 91706 for Zone D (Parkway Landscape Maintenance Services) for areas receiving reduced landscape maintenance services.

2. Authorize the City Manager to execute the First Extension Agreement for DSG-2/12-13 with Mariposa Landscape, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Mariposa Landscape, Inc. in the not-to-exceed (NTE)

amount of $177,263.27 ($157,263.27 for base services and $20,000.00 for additional work services).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

B.5 SECOND EXTENSION OF THE AGREEMENT – PROJECT NO. E-1/11 TOWNGATE MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Second Extension of the Agreement ("Second Extension Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-1/11, with Marina Landscape, Inc. 1900 S. Lewis Street, Anaheim, CA 92805 for E-1 (Towngate) and E-1A (Renaissance Park) areas.

2. Authorize the City Manager to execute the Second Extension Agreement for E-1/11 with Marina Landscape, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Marina Landscape, Inc. in the not-to-exceed (NTE) amount of $68,800.08 ($59,322.96 for Zone E-1 and $9,477.12 for Zone E-1A) for base services and $15,750.00 ($13,500.00 for Zone E-1 and $2,250.00 for Zone E-1A) for additional work services.

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

B.6 FIRST EXTENSION OF THE AGREEMENT – PROJECT NO. E-3/11-12 MORENO VALLEY RANCH – WEST/LASSELLE POWERLINE PARKWAY - MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION (Report of: Financial & Management Services Department)

Recommendations

1. Approve the First Extension of the Agreement ("First Extension Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-3/11-12, with Merchants Landscape Services, Inc. 1510 S. Lyon Street, Santa Ana, CA 92705 for E-3 (Moreno Valley Ranch-West) and E-3A (Lasselle Powerline Parkway) areas.

2. Authorize the City Manager to execute the First Extension Agreement for E-3/11-12 with Merchants Landscape Services, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Merchants Landscape Services, Inc., in the not-to-exceed (NTE) amount of $158,306.32; including $137,206.30 ($130,047.36 for Zone E-3 and $7,158.96 for Zone E-3A) for base services and $21,100.00 ($19,100.00 for Zone E-3 and $2,000.00 for Zone E-3A) for additional work services.

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

B.7 SECOND EXTENSION OF THE AMENDED AGREEMENT – PROJECT NO. E-4/11 MORENO VALLEY RANCH–EAST / DAYBREAK – MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Second Extension of the Amended Agreement ("Second Extension Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-4/11, with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for E-4 (Moreno Valley Ranch-East) and E-4A (Daybreak) areas.

2. Authorize the City Manager to execute the Second Extension Agreement for E-4/11 with TruGreen Landcare.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to TruGreen Landcare in the not-to-exceed (NTE) amount of $119,625.32; including $101,350.30 ($95,770.32 for Zone E-4 and $5,580.00 for Zone E-4A) for base services and $18,275.00 ($17,000.00 for Zone E-4 and $1,275.00 for Zone E-4A) for additional work services.

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

B.8 SECOND EXTENSION OF THE AGREEMENT – PROJECT NO. E-81415/11 PROMONTORY PARK/MAHOGANY FIELDS/CELEBRATION -

MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Second Extension of the Agreement ("Second Extension Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-81415/11, with Merchants Landscape Services, Inc., 1510 S. Lyon Street, Santa Ana, CA 92705 for Zone E-8 (Promontory Park), Zone E-12 (Stoneridge Ranch), Zone E-14 (Mahogany Fields), and Zone E-15 (Celebration) areas.

2. Authorize the City Manager to execute the Second Extension Agreement for E-81415/11 with Merchants Landscape Services, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Merchants Landscape Services, Inc. in the not-to-exceed (NTE) amount of $81,194.64 ($14,710.44 for Zone E-8, $16,779.00 for Zone E-12, $36,546.72 for Zone E-14 and $13,158.48 for Zone E-15) for base services and $28,650.00 ($8,250.00 for Zone E-8, $6,600.00 for Zone E-12, $7,300.00 for Zone E-14, and $6,500.00 for Zone E-15) for additional work services.

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

B.9 FIRST EXTENSION OF THE AGREEMENT – PROJECT NO. M/12-13 MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the First Extension of the Amended Agreement ("First Extension Agreement") for Maintenance of the Median-Monument-Parkway Landscaping and Irrigation for Project No. M/12-13, with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for maintenance of the landscaped medians associated with Zone M (Medians) and medians and designated parkway areas of Zone S (Sunnymead Boulevard).

2. Authorize the City Manager to execute the First Extension Agreement for M/12-13 with TruGreen Landcare.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013, to TruGreen Landcare in the not-to-exceed (NTE) amounts

MV00203068

of $79,568.64 ($68,592.72 for Zone M and $10,975.92 for Zone S) for base services and $11,800.00 ($10,200.00 for Zone M and $1,600.00 for Zone S) for additional work.

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

B.10 THIRD EXTENSION OF THE AGREEMENT - PROJECT NO. BDEMS/10 BACKFLOW TESTING, REPAIR AND REPLACEMENT SERVICES WITHIN LANDSCAPED CSD MAINTAINED PARKWAYS AND MEDIANS
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Third Extension of the Agreement ("Third Extension Agreement") for BDEMS/10 with E. R. Block Plumbing, Inc., 10910 Hole Avenue, Riverside, CA 92505 to provide backflow testing, repair, and replacement of backflow devices throughout each of the CSD maintained landscaped areas and water quality basins.

2. Authorize the City Manager to execute the Third Extension Agreement for BDEMS/10 with E. R. Block Plumbing, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to E. R. Block Plumbing, Inc. in the not-to-exceed (NTE) amount of $37,500.00 ($4,800.00 for base testing services and $32,700.00 for additional work services).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

B.11 THIRD EXTENSION OF THE AGREEMENT - PROJECT NO. E-7/10 MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Third Extension of the Agreement ("Third Extension Agreement") for Maintenance of Parkway and Median Landscaping and Irrigation Project No. E-7/10, with Excel Landscape, Inc., 710 Rimpau Avenue, Suite 108, Corona, CA 92879 for E-7 (Centerpointe) landscaped area.

2. Authorize the City Manager to execute the Third Extension Agreement for E-7/10 with Excel Landscape, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Excel Landscape, Inc. in the not-to-exceed (NTE) amount of $39,296.04 ($33,326.04 for base services and $5,970.00 for additional work services).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

B.12 THIRD EXTENSION OF THE AGREEMENT - PROJECT NO. E-16/10 MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Third Extension of the Agreement ("Third Extension Agreement") for Maintenance of Parkway and Median Landscaping and Irrigation Project No. E-16/10, with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for the E-16 (Shadow Mountain) landscaped area.

2. Authorize the City Manager to execute the Third Extension Agreement for E-16/10 with TruGreen Landcare.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to TruGreen Landcare in the not-to-exceed (NTE) amount of $37,040.00 ($29,820.00 for base services and $7,220.00 for additional work services).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF MAY 28, 2013 (Report of: City Clerk's Department)

MV00203070

Recommendation:
1. Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF MAY 28, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

E. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

E.1 PUBLIC HEARING STAFF REPORT TO CONSIDER RECOMMENDED RESOLUTIONS APPROVING THE CONTINUANCE OF CURRENT MORENO VALLEY COMMUNITY SERVICES DISTRICT ANNUAL PARCEL TAXES AND CHARGES PROPOSED FOR FISCAL YEAR 2013/14 (Report of: Financial & Management Services Department)

Recommendations That the CSD:
1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley CSD ("CSD Board") conduct a Public Hearing to consider the continuance of current Moreno Valley Community Services District annual parcel taxes and charges proposed for FY 2013-14 and to approve and adopt the proposed resolutions as follows:

   Resolution No. CSD 2013-02 to approve the calculation of the Zone A parcel tax.

   Resolution No. CSD 2013-02

   A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Maximum Parcel Tax for Providing Zone A (Parks and Community Services) Services During Fiscal Year 2013/2014

2. Resolution No. CSD 2013-03 to approve the calculation of the Zone B parcel charges.

   Resolution No. CSD 2013-03

   A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Maximum Parcel Charge for Providing Zone B (Residential Street Lighting) Services During Fiscal Year 2013/2014

3. Resolution No. CSD 2013-04 to approve the calculation of the Zone C parcel tax.

   Resolution No. CSD 2013-04

   A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Maximum Parcel Tax for Providing Zone C (Arterial Street Lighting and Intersection Lighting) Services During Fiscal Year 2013/2014

4. Resolution No. CSD 2013-05 to approve the calculation of the Zone D parcel charges.

   Resolution No. CSD 2013-05

   A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Maximum Parcel Charge for Providing Zone D (Parkway Landscape Maintenance) Services During Fiscal Year 2013/2014

5. Resolution No. CSD 2013-06 to approve the calculation of the Zone E parcel charges.

   Resolution No. CSD 2013-06

   A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Maximum Parcel Charge for Providing Zone E (Extensive Landscape Maintenance) Services During Fiscal Year 2013/2014

6. Resolution No. CSD 2013-07 to approve the calculation of the Zone E-1A parcel charges.

Resolution No. CSD 2013-07

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Maximum Parcel Charge for Providing Zone E-1A (Renaissance Park – Internal Parkway Landscape Maintenance) Services During Fiscal Year 2013/2014

7. Resolution No. CSD 2013-08 to approve the calculation of the Zone E-3A parcel charges.

   Resolution No. CSD 2013-08

   A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Maximum Parcel Charge for Providing Zone E-3A (Lasselle Powerline Parkway Internal Parkway Landscape Maintenance) Services During Fiscal Year 2013/2014

8. Resolution No. CSD 2013-09 to approve the calculation of the Zone E-4A parcel charges.

   Resolution No. CSD 2012-09

   A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Maximum Parcel Charge for Providing Zone E-4A (Daybreak Development – Internal Parkway Landscape Maintenance) Services During Fiscal Year 2013/2014

9. Resolution No. CSD 2013-10 to approve the calculation of the Zone M parcel charges.

   Resolution No. CSD 2013-10

   A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Maximum Parcel Charge for Providing Zone M (Commercial/ Industrial/Multifamily Improved Median Maintenance) Services During Fiscal Year 2013/2014

10. Resolution No. CSD 2013-11 to approve the calculation of the Zone S

parcel charges.

Resolution No. CSD 2013-11

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Maximum Parcel Charge for Providing Zone S (Sunnymead Boulevard Maintenance) Services During Fiscal Year 2013/2014

E.2 PUBLIC MEETING AND PUBLIC HEARING REGARDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE SCHEDULE FOR NEW RESIDENTIAL AND COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE DEVELOPMENT PROPOSED FISCAL YEAR (FY) 2013/2014 ANNUAL RATES
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Conduct a Public Meeting and public Hearing to consider all objections or protests of the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" as provided in the Public Notice.

2. Adopt "Resolution No. 2013-38, A Resolution of the City of Moreno Valley, California, Authorizing and Approving the Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development on the County of Riverside Property Tax Roll."

   Resolution No. 2013-38

   A Resolution of the City of Moreno Valley, California, Authorizing and Approving the Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development on the County of Riverside Property Tax Roll

E.3 A PUBLIC HEARING FOR THE BOULDER RIDGE FAMILY APARTMENTS (PA13-0006), A 141 UNIT AFFORDABLE APARTMENT PROJECT ON APPROXIMATELY 10 ACRES LOCATED AT THE SOUTHEAST CORNER OF ALESSANDRO BOULEVARD AND LASSELLE STREET. THE PROJECT INCLUDES A ZONE CHANGE (PA13-0007) AND GENERAL PLAN AMENDMENT (PA13-0008) FROM NEIGHBORHOOD COMMERCIAL AND R15 TO R30 AND OPEN SPACE,

AND A VARIANCE (P13-029) TO REDUCE THE COVERED PARKING REQUIREMENT FOR 3-BEDROOM APARTMENTS. THE APPLICANT IS RANCHO BELAGO DEVELOPERS, INC.
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Conduct a public hearing for PA13-0008 (General Plan Amendment), PA13-0007 (Zone Change), P13-029 (Variance) and PA13-0006 (Plot Plan) and subsequent to the public hearing.

2. APPROVE Resolution No. 2013-40 APPROVING PA13-0008 (General Plan Amendment), based on the findings contained in this resolution, and as shown on Exhibit A.

   Resolution No. 2013-40

   A Resolution of the City Council of the City of Moreno Valley, California, Approving General Plan Amendment Application No. PA13-0008, Changing the Land Use Designation From Neighborhood Commercial and R15 to R30 and Open Space for Approximately 10 Acres Located at the Southeast Corner of Alessandro Boulevard and Lasselle Street (Assessor's Parcel Number 486-280-044 and a Portion of -043).

3. INTRODUCE Ordinance No. 870 APPROVING PA13-0007 (Zone Change), based on the findings contained in this ordinance, and as shown on Exhibit A.

   Ordinance No. 870

   An Ordinance of the City Council of the City of Moreno Valley, California, Approving Zone Change Application No. PA13-0007, Changing the Land Use Designation from Neighborhood Commercial and R15 To R30 and Open Space for Approximately 10 Acres Located at the Southeast Corner of Alessandro Boulevard and Lasselle Street (Assessor's Parcel Number 486-280-044 and a Portion of -043).

4. APPROVE Resolution No. 2013-41 APPROVING P13-029 (Variance), based on the findings contained in this resolution.

   Resolution No. 2013-41

   A Resolution of the City Council of the City of Moreno Valley, California, Approving Variance Application No. P13-029, to Reduce the Covered Parking Requirement From 2 Spaces to 1 Space Per

Unit for 3-Bedroom Units, for a 141 Unit Affordable Apartment Located at the Southeast Corner of Alessandro Boulevard and Lasselle Street (APN's 486-280-044 and a Portion of -043).

5. APPROVE Resolution No. 2013-42 APPROVING PA13-0006 (Plot Plan), based on the findings contained in this resolution, and subject to the attached conditions of approval included as Exhibit A.

   Resolution No. 2013-42

   A Resolution of the City Council of the City of Moreno Valley, California, Approving Plot Plan Application No. PA13-0006 to Develop a 141 Unit Affordable Apartment Project on Approximately 10 Acres Located at the Southeast Corner of Alessandro Boulevard and Lasselle Street (Assessor's Parcel Number 486-280-044 and a Portion of -043).

E.4 PUBLIC HEARING AND ADOPTION OF RESOLUTION ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR THE CITY OF MORENO VALLEY FOR FISCAL YEAR 2013-14
(Report of: Financial & Management Services Department)

Recommendations That the City Council:

1. Conduct a Public Hearing to receive public comments on the City's appropriations limit for Fiscal Year 2013-14.

2. Adopt Resolution No. 2013-43 establishing the appropriations limit at $99,825,081 for the City of Moreno Valley for Fiscal Year 2013-14.

   Resolution No. 2013-43

   A Resolution of the City Council of the City of Moreno Valley, California, Establishing the Appropriations Limit for Fiscal Year 2013-2014

E.5 PUBLIC HEARING AND ADOPTION OF RESOLUTION ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT FOR FISCAL YEAR 2013-14
(Report of: Financial & Management Services Department)

Recommendations That the CSD:

1. Conduct a Public Hearing to receive public comments on the Moreno Valley Community Services District's appropriations limit for Fiscal Year 2013-14.

2. Adopt Resolution No. CSD 2013-12 establishing the appropriations limit at $16,086,128 for the Moreno Valley Community Services District for Fiscal Year 2013-14.

   Resolution No. CSD 2013-12

   A Resolution of the Moreno Valley Community Services District Establishing the Appropriations Limit for Fiscal Year 2013-14

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

G. REPORTS

G.1 ADOPTION OF AN ENERGY EFFICIENCY REVOLVING FUND POLICY THAT IS CONSISTENT WITH THE CITY'S SOUTHERN CALIFORNIA EDISON GRANT PROJECT PA12-0027. THE POLICY PROVIDES A STRUCTURED AND COST EFFECTIVE APPROACH FOR FUNDING OF FUTURE ENERGY EFFICIENCY PROJECTS
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. RECOGNIZE that the Energy Efficiency Revolving Fund Case No. PA12-0027 will not have a significant effect on the environment and is therefore exempt from the provisions of the California Environmental Quality Act (CEQA), per CEQA Guidelines Section 15061 as defined by Section 15378.

2. AUTHORIZE the transfer and appropriation of $59,756.34 from General Fund fund balance to a new Energy Efficiency Revolving Fund with direction to staff to provide a report to City Council annually to account for the expenditure and results of the expenditure of Energy Fund monies.

3. APPROVE Resolution No. 2013-35 approving the Energy Efficiency Revolving Fund Project PA12-0027 based on the findings in the City Council Resolution.

   Resolution No. 2013-35

   A Resolution of the City Council of the City of Moreno Valley, California, Approving the Energy Efficiency Revolving Fund Policy (PA12-0027). The Policy Provides a Structured and Cost Effective Approach for Funding of Future Energy Efficiency Projects

G.2 ADOPTION OF FISCAL YEAR 2013/14 – 2014/15 OPERATING BUDGET
(Report of: Financial & Management Services Department)

Recommendations That the City Council:

1. Adopt Resolution No. 2013-44, approving the Operating Budget for the City of Moreno Valley for FY 2013/14 – 2014/15, including all applicable adjustments, pursuant to the appropriations presented in Attachment 1.

   Resolution No. 2013-44

   A Resolution of the City Council of the City of Moreno Valley, California, Adopting the Operating Budget for Fiscal Years 2013/14 – 2014/15

2. Approve the position control as detailed on pages 5 - 8 in the Proposed Operating Budget presented as Exhibit A.

Recommendations That the Housing Authority:

1. Adopt Resolution No. HA 2013-03, approving the Operating Budget for the Moreno Valley Housing Authority for FY 2013/14 – 2014/15, including all applicable adjustments, pursuant to the appropriations presented in Attachment 2.

   Resolution No. HA 2013-03

   A Resolution of the Moreno Valley Housing Authority of the City of Moreno Valley, California, Adopting the Operating Budget for Fiscal Years 2013/14 - 2014/15

Recommendations That the CSD:

1. Adopt Resolution No. CSD 2013-13, approving the Operating Budget for the Moreno Valley Community Services District for FY 2013/14 – 2014/15, including all applicable adjustments, pursuant to the appropriations presented in Attachment 3.

   Resolution No. CSD 2012-13

   A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Adopting the Operating Budget for Fiscal Years 2013/14 - 2014/15

Recommendation That the City Council as Successor Agency

1. Adopt Resolution No. SA 2013-03, approving the Operating Budget for the City of Moreno Valley Moreno as Successor Agency to the

Community Redevelopment Agency of the City of Moreno Valley for FY 2013/14 – 2014/15, including all applicable adjustments, pursuant to the appropriations presented in Attachment 4.

Resolution No. SA 2013-03

A Resolution of the City of Moreno Valley as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, Adopting the Operating Budget for Fiscal Years 2013/14 - 2014/15

G.3 ADOPTION OF FY 2013-2014 CAPITAL IMPROVEMENT PLAN
(Report of: Public Works Department)

Recommendations That the City Council:

1. Adopt Resolution No. 2013-45, approving the Capital Improvement Plan as the capital budget for the City of Moreno Valley for FY 2013-2014, including all applicable adjustments to the Proposed Capital Improvement Plan (CIP), as detailed in Revisions to the Proposed Capital Improvement Plan.

   Resolution No. 2013-45

   A Resolution of the City Council of the City of Moreno Valley, California, Adopting the Capital Improvement Plan for FY 2013-2014

Recommendations That the CSD:

1. Acting in its capacity as the President and the Board of Directors of the Community Services District (CSD) of the City of Moreno Valley, adopt Resolution No. CSD 2013-14, approving the Capital Improvement Plan as the capital budget for the Community Services District of the City of Moreno Valley for FY 2013-2014, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan.

   Resolution No. CSD 2013-14

   A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Adopting the Capital Improvement Plan for FY 2013-2014

Recommendations That the Housing Authority:

1. Acting in its capacity as the Chairman and the Board of Directors of the Moreno Valley Housing Authority (HA) of the City of Moreno Valley, adopt Resolution No. HA 2013-04, approving the Capital

Improvement Plan as the capital budget for the Moreno Valley Housing Authority for FY 2013-2014, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan.

Resolution No. HA 2013-04

A Resolution of the Moreno Valley Housing Authority of the City of Moreno Valley, California, Adopting the Capital Improvement Plan for FY 2013-2014

Recommendation That the City Council as Successor Agency

1. Acting in its capacity as the Successor Agency (SA) to the Community Redevelopment Agency of the City of Moreno Valley, adopt Resolution No. SA 2013-04 approving the Capital Improvement Plan as the capital budget for the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley for FY 2013-2014 including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan.

   Resolution No. SA 2013-04

   A Resolution of the City Council of the City of Moreno Valley Serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, California Adopting the Capital Improvement Plan For FY 2013-2014

G.4 MEMORANDUM OF UNDERSTANDING REGARDING NEW TENANT FOR WESTRIDGE BUSINESS PARK
(Report of: Community & Economic Development Department)

Recommendation That the City Council:

1. Approve the Memorandum of Understanding with AI California LLC regarding the development and occupancy of the Westridge Business Park.

G.5 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

G.6 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION

H.2.1 ORDINANCE NO. 868 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING P12-117 (SPECIFIC PLAN AMENDMENT) AMENDING CHAPTER III OF THE MORENO VALLEY INDUSTRIAL AREA PLAN (SP 208) TO INCLUDE EMERGENCY SHELTERS AS A PERMITTED USE IN THE INDUSTRIAL SUPPORT AREAS (RECEIVED FIRST READING AND INTRODUCTION BY A 5-0 VOTE) (Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Adopt Ordinance No. 868 approving Specific Plan Amendment (P12-117) to add emergency shelters as a permitted use based on the findings in the Ordinance.

   Ordinance No. 868

   An Ordinance of the City Council of the City of Moreno Valley, California, Approving P12-117 (Specific Plan Amendment) Amending Chapter III of the Moreno Valley Industrial Area Plan (SP 208) to Include Emergency Shelters as a Permitted Use in the Industrial Support Areas

H.2.2 ORDINANCE NO. 869 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A MUNICIPAL CODE AMENDMENT (PA12-0028) AMENDING TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY ADDING THE FOLLOWING REGULATIONS: EMERGENCY SHELTERS, FARM WORKER HOUSING, SINGLE ROOM OCCUPANCY UNITS (SRO), REASONABLE ACCOMMODATION PROCEDURES AND AMENDING THE MUNICIPAL CODE TO INCLUDE MINOR TECHNICAL CLEAN UPS (RECEIVED FIRST READING AND INTRODUCTION BY A 5-0 VOTE) (Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Adp[t Ordinance No. 869 approving a Municipal Code Amendment (PA12-0028) amending various sections of Title 9 of the City of Moreno Valley Municipal Code based on the findings in the Ordinance.

Ordinance No. 869

An Ordinance of the City Council of the City of Moreno Valley, California, Approving a Municipal Code Amendment (PA12-0028) Amending Title 9 of the City of Moreno Valley Municipal Code By Adding the Following Regulations: Emergency Shelters, Farm Worker Housing, Single Room Occupancy Units (SRO), Reasonable Accommodation Procedures and Amending the Municipal Code to Include Minor Technical Clean Ups

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/City as Successor Agency for the Community Redevelopment Agency/Housing Authority or Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority will be held in Conference Room C, First Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

a) Case: *City of Moreno Valley v. Chen*
Court: Riverside Superior Court
Case No: RIC 1213875

b) Case: *City of Moreno Valley V. Chado & Chado*
Court: Riverside Superior Court
Case No: RIC 1213878

c) Case: *City of Moreno Valley v. Equitable Properties*
Court: Riverside Superior Court
Case No: RIC 1213880

d) Case: *City of Moreno Valley V. McGinness*
Court: Riverside Superior Court
Case No: RIC 1213882

2 SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF SECTION 54956.9

Number of Cases: 5

3 SECTION 54956.9(d)(4) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

4 SECTION 54956.8 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR

a) City Negotiator: Michelle Dawson, City Manager
Under Negotiation: Price and terms of payment
APN/Caltrans Parcel: 487-470-013 & 487-470-023

5 SECTION 54957.6 - LABOR NEGOTIATIONS

a) Unrepresented Employees

6 SECTION 54957 - PUBLIC EMPLOYMENT

a) City Manager

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

ADJOURNMENT

CERTIFICATION

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, certify that the City Council Agenda was posted in the following places pursuant to City of Moreno Valley Resolution No. 2007-40:

City Hall, City of Moreno Valley
14177 Frederick Street

Moreno Valley Library
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center
25075 Fir Avenue

Jane Halstead, CMC,
City Clerk

Date Posted: 6/5/2013

MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
May 28, 2013

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Employee of the Quarter, 1st Quarter 2013

   Payroll/Human Resources ERP Implementation Team
   Dori Lienhard, Enterprise Systems Administrator
   Kim Krueger, Applications Analyst
   Gordon MacDonald, Applications and Database Administrator
   Maggie DeMauro, Payroll Supervisor
   Sandra Contreras, Management Analyst
   Celeste Wiggins,Senior Payroll Technician
   Ednamay Stull, Senior Payroll Technician - Temp
   Bridgette Montgomery, Human Resources Analyst

2. Moreno Valley Police Department Officer of the Quarter – Officer Victor Pierson

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:00 PM
May 28, 2013

CALL TO ORDER

The Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority and the Board of Library Trustees was called to order at 6:03 p.m. by Mayor Tom Owings in the Council Chamber located at 14177 Frederick Street

Mayor Tom Owings announced that the City Council receives a separate stipend for CSD meetings.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Ray Hicks of Southern California Edison.

INVOCATION - Pastor O. J. Philpot - Christ Community Church

ROLL CALL

Council:

Tom Owings	Mayor
Marcelo Co	Mayor Pro Tem
Victoria Baca	Council Member
Jesse L. Molina	Council Member
Richard A. Stewart	Council Member

Staff:

Jane Halstead	City Clerk
Kathy Gross	Executive Assistant
Suzanne Bryant	Acting City Attorney
Michelle Dawson	City Manager

Joel Ontiveros	Police Chief
Abdul Ahmad	Fire Chief
Ahmad Ansari	Public Works Director
Tom DeSantis	Assistant City Manager
Mike McCarty	Parks & Community Services Director
John Terell	Interim Community and Economic Development
Steve Hargis	Technology Services Division Manager

PUBLIC COMMENTS **ON ANY SUBJECT NOT ON THE AGENDA** UNDER THE JURISDICTION OF THE CITY COUNCIL

Hans Wolterbeek

1. Cost Estimates for World Logistics Center and possibility of losing property values
2. Requests the Mayor to direct the City Manager: 1) Good Faith Estimate over the next 10 years how much income the City can reasonably expect to earn from WLC project; and 2)Good Faith Estimate for next 10 years of how much property tax money the City can expect to lose from non WLC facilities

Pete Bleckert

1. New Employees and/or assignments
2. Property Values
3. Fire Truck Fees for Storage

Marcia Amino

1. Treating other Council Members with Respect
2. Positions and paying double salaries
3. Police cuts
4. New ACM and the cloud he carries from City of Riverside

Betty Masters

1. World Logistics Center opposition (handout)

Tom Jerele, Sr.

1. Community/City Image
2. West Coast Thunder

3. Memorial Day Presentation

Louise Palomarez

1. Honor seeing motorcycles of West Coast Thunder and no good press coverage
2. Little girl speaking
3. Fire Station No. 99 - in support of keeping open

Remainder of speakers who spoke after Legislative Actions:

Marie Hytn

1. Fire Station No. 99

Jeff Labahn

1. Fire Station No. 99

Alexia Crabtree

1. Fire Station No. 99 and Safety

Tom Thornsley

1. Policy on Public Comments - Requests Code clarification
2. City Manager's resignation and severance package

Earl Lee

1. Warehouses and Mayor's Promise during campaign
2. Negativity on Council
3. Fire Station No. 99
4. Property Value

Alicia Espinoza

1. Comments regarding Council Member Stewart during May 21, 2013 Study Session

Deanna Reeder

1. Thank you for allowing all speakers to speak
2. Rules of Procedure

3. Fire Station No. 99 and Warehouse (World Logistics Center) wearing red

4. Mayor Tom Owings being against warehouses when interviewed on Planning Commission

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, MORENO VALLEY HOUSING AUTHORITY AND THE BOARD OF LIBRARY TRUSTEES

A. CONSENT CALENDAR-CITY COUNCIL

Mayor Tom Owings opened the agenda items for the Consent Calendars for public comments, which were received from Deanna Reeder.

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF MAY 14, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

A.4 APPROVAL OF PAYMENT REGISTER FOR MARCH, 2013
(Report of: Financial & Management Services Department)

Recommendation:
Adopt Resolution No. 2013-32, approving the Payment Register for the month of March, 2013 in the amount of $14,720,895.22.

Resolution No. 2013-32

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Payment Register for the Month of March, 2013

A.5 RECEIPT OF QUARTERLY INVESTMENT REPORT – QUARTER ENDED MARCH 31, 2013

(Report of: Financial & Management Services Department)

Recommendation:
Receive and file the Quarterly Investment Report, in compliance with the City's Investment Policy.

A.6 2012 ANNUAL REPORT OF THE PLANNING COMMISSION
(Report of: Community & Economic Development Department)

Recommendations

1. RECEIVE AND FILE the 2012 Annual Report of the Planning Commission.

2. AUTHORIZE transmittal to the California State Office of Planning and Research in accordance with Government Code Section 65040.5.

A.7 REJECT ALL BIDS FOR THE CONSTRUCTION OF THE CITYWIDE PEDESTRIAN ENHANCEMENTS
PROJECT NO. 801 0040 70 77
(Report of: Public Works Department)

Recommendations

1. Reject all bids opened on April 29, 2013, for the Citywide Pedestrian Enhancements Project.

2. Approve staff to re-advertise for construction bids for the Citywide Pedestrian Enhancements Project.

3. Authorize City Manager to award and execute the contract to the lowest responsible bidder, if it is within the project budget, subject to approval by the City Attorney.

A.8 APPROVAL OF A GRANT APPLICATION SUBMITTAL FOR THE TIGER DISCRETIONARY GRANTS PROGRAM
(Report of: Public Works Department)

Recommendation:
Authorize the submission of a grant application for the TIGER Discretionary Grants Program to the U.S. Department of Transportation.

A.9 PA12-0048 (PM 36511) – APPROVE PARCEL MAP
(Report of: Community & Economic Development Department)

Recommendations

1. Approve Parcel Map 36511.

2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

A.10 RESOLUTION ADJUSTING DEVELOPMENT IMPACT FEES TO ADD CATEGORIES FOR MOBILE/SENIOR DEVELOPMENT AND AFFORDABLE MOBILE/SENIOR DEVELOPMENT
(Report of: Community & Economic Development Department)

Recommendation:
Approve Resolution No. 2013-33 authorizing the adjustment of the City of Moreno Valley Development Impact Fees to add categories for Mobile/Senior Development and Affordable Mobile/Senior Development.

Resolution No. 2013-33

A Resolution of the City Council of the City of Moreno Valley, California, Adopting the Development Impact Fee (DIF) Update Study 2012 and Adding New Categories – Mobile/Senior Development and Affordable Mobile/Senior Development – to the Table of Developments in the City of Moreno Valley Subject to DIF

A.11 ADOPTION OF AN ENERGY ACTION PLAN (EAP) AND GREENHOUSE GAS ANALYSIS THAT IS CONSISTENT WITH THE CITY'S SOUTHERN CALIFORNIA EDISON GRANT (PA12-0027). THE EAP FOCUSES ON ELECTRICAL ENERGY USE AND CONSERVATION
(Report of: Community & Economic Development Department)

Recommendations
1. RECOGNIZE that the Energy Action Plan and Greenhouse Gas Analysis (PA12-0027) will not have a significant effect on the environment and is therefore exempt from the provisions of the California Environmental Quality Act (CEQA), per CEQA Guidelines Section 15061 as defined by Section 15378.

2. APPROVE Resolution No. 2013-34 approving the Energy Action Plan and Greenhouse Gas Analysis (PA12-0027), based on the findings in the City Council Resolution.

   Resolution No. 2013-34

   A Resolution of the City Council of the City of Moreno Valley, California, Approving the Energy Action Plan and Greenhouse Gas Analysis (PA12-0027) Consistent with the City's Southern California Edison Grant, and is Intended to Assist with the City's Compliance with Assembly Bill 32 and Senate Bill 375, Both State Initiatives

Aimed at Reducing Greenhouse Gas Emissions in California

A.12 AUTHORIZE A CONTRACT CHANGE ORDER TO THE CITY HALL SECOND LEVEL FLOORING REHABILITATION AGREEMENT WITH RASMUSSEN BROTHERS CONSTRUCTION, INC. TO REMODEL THE TWO SECOND LEVEL PUBLIC RESTROOMS
PROJECT NO. 803 0014 30 40
(Report of: Public Works Department)

Recommendations

1. Authorize a change order to the Agreement with Rasmussen Brothers Construction, Inc. (RBC) for the Remodel of the City Hall Second Level Public Restrooms.

2. Authorize the City Manager to execute said change order.

3. Authorize an appropriation of $150,000 from the Facilities Maintenance Fund (7310) to the City Hall Second Level Flooring Rehabilitation (Seismic Retrofit & Roof Restoration) project (GL: 7310-18-40-80003, Project No.: 803 0014 30 40) upon approval of the above transfer.

4. Authorize the issuance of a purchase order for $147,289 ($128,077 bid plus 15% contingency) with RBC when the contract change order has been signed by all parties.

5. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with RBC up to, but not to exceed the purchase order's total contingency amount of $19,212, subject to the approval of the City Attorney.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF MAY 14, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

MV00203092

C.2 MINUTES - REGULAR MEETING OF MAY 14, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF MAY 14, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 by m/Council Member Victoria Baca, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

E. PUBLIC HEARINGS

E.1 A SPECIFIC PLAN AMENDMENT (P12-117) TO ADD EMERGENCY SHELTERS TO THE MORENO VALLEY INDUSTRIAL AREA SPECIFIC PLAN (SP 208) AND A MUNICIPAL CODE AMENDMENT (PA12-0028) TO ADD THE FOLLOWING REGULATIONS: EMERGENCY SHELTERS, FARM WORKER HOUSING, SINGLE ROOM OCCUPANCY UNITS (SRO) AND MINOR TECHNICAL CLEAN UPS TO THE MUNICIPAL CODE. THE AMENDMENT TO THE MORENO VALLEY INDUSTRIAL AREA SPECIFIC PLAN (SP 208) AND TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE WILL PROVIDE CONSISTENCY WITH THE CITY'S CERTIFIED HOUSING ELEMENT.
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. RECOGNIZE that P12-117 (Specific Plan Amendment) and PA12-0028 (Municipal Code Amendment), qualify as exemptions in accordance with CEQA Guidelines, Section 15061 as defined by Section 15378.

2. INTRODUCE Ordinance No. 868 approving Specific Plan Amendment (P12-117) to add emergency shelters as a permitted use based on the findings in the Ordinance.

Ordinance No. 868

An Ordinance of the City Council of the City of Moreno Valley, California, Approving P12-117 (Specific Plan Amendment) Amending Chapter III of the Moreno Valley Industrial Area Plan (SP 208) to Include Emergency Shelters as a Permitted Use in the Industrial Support Areas

3. INTRODUCE Ordinance No. 869 approving a Municipal Code Amendment (PA12-0028) amending various sections of Title 9 of the City of Moreno Valley Municipal Code based on the findings in the Ordinance.

Ordinance No. 869

An Ordinance of the City Council of the City of Moreno Valley, California, Approving a Municipal Code Amendment (PA12-0028) Amending Title 9 of the City of Moreno Valley Municipal Code By Adding the Following Regulations: Emergency Shelters, Farm Worker Housing, Single Room Occupancy Units (SRO), Reasonable Accommodation Procedures and Amending the Municipal Code to Include Minor Technical Clean Ups

Mayor Tom Owings opened the public testimony portion of the public hearing. Public testimony was received from Tom Thornsley.

Motion to Approve Recommendation No. 1 by m/Council Member Jesse L. Molina, s/Mayor Pro Tem Marcelo Co

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 2 by m/Council Member Jesse L. Molina, s/Mayor Pro Tem Marcelo Co

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 3 by m/Council Member Jesse L. Molina, s/Mayor Pro Tem Marcelo Co

Approved by a vote of 5-0.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

None

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

a) Report by Council Member Council Member Jesse L. Molina on Riverside Transit Agency (RTA)

RTA Respresentative in Washington D.C., Steve Palmer, says were good for 600 billion dollars for this new year that Congress passed. There will be cuts and new taxes; President asked for 10 years of no budget. Map 21 will be fully funded of 41 million with 10 million dollars for Transit; although will expire in September 2014. Department of Transportation is looking for new ways to pay for new highway infrastructure; expect a .20 cent per gallon tax hike. Dianne Feinstein trying to get exemptions for Goods Movements.

During budget for Dial-A-Ride, the Moreno Valley operating expenses went down and other cities have gone up. It's not how big your City is, but how much it is used.

G.2 REPORT TO CONSIDER PUBLIC COMMENTS REGARDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE SCHEDULE FOR NEW RESIDENTIAL AND COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE DEVELOPMENT PROPOSED FISCAL YEAR 2013/2014 ANNUAL RATES
(Report of: Community & Economic Development Department)

Recommendation:
That the City Council hold a public meeting to accept public comments regarding the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" proposed Fiscal Year 2013/2014 annual rates.

Mayor Tom Owings opened the agenda item for public comments; there being none, public comments were closed.

Motion to Continue to the next regular City Council meeting (June 11, 2013) by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 5-0.

G.3 MONTHLY REPORT: MORENO VALLEY ANIMAL SHELTER ADOPTION RATE
(Report of: Administrative Services Department)

Recommendations That the City Council:
Receive and file the Monthly Report: Moreno Valley Animal Shelter Adoption Rate for the period of April 1, 2013 to April 30, 2013.

Mayor Tom Owings opened the agenda item for public comments; there being none, public comments were closed.

G.4 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

Mayor Tom Owings opened the agenda item for public comments; there being none, public comments were closed.

City Manager, Michelle Dawson, reported that Neighborhood Budget meetings were held Monday, May 12th through Saturday, May 18th, and the City Council and staff hosted these meetings to share information about the City's fiscal situation, the proposed budget for the next two fiscal years, and the Capital Improvement Projects in each specific Council District. City Manager thanked the Council, our residents, and our Executive Team for their participation in these meetings. The presentation information as well as video from each meeting is available on the City's website and we encourage our residents to be informed, review the information, and contact the City if they have any budget related questions. Special thanks were made to Chief Financial Officer, Rick Teichert and Public Works Director, Public Works Director Ahmad Ansari, for sharing their expertise and providing information in a format that was readily accessible.

Also reported there were two outstanding events in recognition of Memorial Day. City Manager didn't want to step on any of the Council Members' comments regarding the events, but did want to thank the Council and staff for their hard work and effort in making these events successful.

In particular, City Manager thanked the City team that was instrumental in making the West Coast Thunder even on Sunnymead a success. The team responsible for the excellent event included Shanna Palau, City

Manager's Office on overall coordination; corporal James Hamrick, Moreno Valley Police Department traffic management; Liz Plazola, Land Development special event permit; Ariana Ayala, Public Works street sweeping and trash bins from Waste Management; and Ron Matthews, Public Works for hanging banners.

Also want to thak the team responsible for planning and staffing our Annual Sunset Ceremony commemorating Memorial Day that included: City Manager's Office-Tim Carroll, Meleisa Mendonca, Paul Smith, and Michelle Patterson; City Council and City Clerk's office, Cindy Miller; Parks & Community Services, Lisa Smethurst; Fire Chief Ahmad for helping secure the CDF Firefighters Honor Guard and to Police Chief Ontiveros for providing the introduction to Sheriff Sniff.

G.5 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

Mayor Tom Owings opened the agenda item for public comments; there being none, public comments were closed.

Acting City Attorney, Acting City Attorney Suzanne Bryant, reported: The City has dismissed from the case O'Dane v Morris, et al. Riverside Superior Court Case No. RIC 1301763.

In the case Teague v City of Moreno Valley, United States District Court Case No. 11-1597-GHK (DTBx), the City submitted a Motion for Summary Judgment. Judge King took the matter under submission and then ruled completely in the City's favor and granted the City's motion for Summary Judgement. Judgment has been entered in favor of the City.

A settlement has been reached in the case Golden State Constructors v City. Riverside Superior Court Case No. RIC 1215214 in the amount of $30,000 paid to the plaintiff. The settlement was approved in Closed Session on March 12, 2013, with a 4-0 vote. Council Member Molina was absent.

In the case City of Moreno Valley v Bond Safeguard Insurance Company, Riverside Superior Court Case number RIC 1118795, a settlement has been reach. The terms are as follows: Bond Safeguard has already wire transferred $2,248,000 into an escrow account. It has also paid to the City $137,500 for reimbursement of legal fees. The case has now been dismissed. The settlement was approved in Closed Session on April 23, 2013 with a 5-0 vote.

In the case City of Moreno Valley v. AEI-CASC Engineering, Inc. Los Angeles Superior Court Case No: BC481595, a settlement has been reached. The City is to receive a total of $375,000. The settlement was

approved in Closed Session on April 23, 2013 with a 5-0 vote.

Breaks: Mayor Tom Owings announced that they will take a ten minute break.

RECONVENE

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION

H.2.1 ORDINANCE NO. 867 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA12-0029 (ZONE CHANGE) TO CHANGE THE LAND USE DISTRICT FOR APPROXIMATELY 43.52 ACRES FROM RESIDENTIAL 10 (R10), RESIDENTIAL SINGLE FAMILY (RS10), AND RESIDENTIAL 15 (R15) TO RESIDENTIAL 5 (R5) FOR ASSESSORS PARCEL NUMBERS 478-100-034, 478-090-007, 478-090-036, 478-100-010, 478-100-009 (RECEIVED FIRST READING AND INTRODUCTION ON MAY 14, 2013 BY A 5-0 VOTE) (Report of: Community & Economic Development Department)

Recommendations That the City Council:
Adopt Ordinance No. 867 approving PA12-0029 Change of Zone from Residential 10 (R10), Residential Single Family 10 (RS10), Residential 15 (R15) to Residential 5 (R5).

Ordinance No. 867

An Ordinance of the City Council of the City of Moreno Valley, California, Approving PA12-0029 (Zone Change) to Change the Land Use District for Approximately 43.52 Acres from Residential 10 (R10), Residential Single Family(RS10), And Residential 15 (R15) to Residential 5 (R5) for Assessors Parcel Numbers 478-100-034, 478-090-007, 478-090-036, 478-100-010, 478-100-009

Mayor Tom Owings opened the agenda item for public comments; there being none, public comments were closed.

Motion to Approve by m/Council Member Richard A. Stewart, s/Council Member Victoria Baca

Approved by a vote of 5-0.

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Richard Stewart

1. Fire Truck
2. Memorial Day Sunset Event - Stan Sniff speaker
3. Public comments and length a long while ago
4. Layoffs and Fire Station No. 99 closure - these haven't been voted on yet
5. Investigations
6. Apparent disagreements on City Council

Council Member Victoria Baca

1. Fun filled weekend: West Coast Thunder – We should repeat this next year with more publicity, encourage people to get involved in the parade and stay afterwards.
2. Memorial Day Event - Awesome that the City pays tribute to our fallen heroes
3. Thank you to Ray Johnson, driver of the little red corvette from the "Old Farts Racing Team"
4. Thank you to staff for District Budget meetings and one more in Edgemont will be on Monday, June 3, 2013 at 6 p.m. at the Box Springs Mutual Water District.
5. Fire Station No. 99 - Haven't made a decision yet, but we're listening to all of your comments and will make a decision that is best for the whole community.

Jesse Molina

1. West Coast Thunder and the bikes.
2. Budget is a balancing act; nobody wants to see Police or Fire to be

reduced; we have to watch our pennies and staff is doing a good job; nobody wants to see layoffs.

3. Chief Ahmad is busy, hears sirens all the time.

4. Fire Station No. 99 and was originally supposed to be Cottonwood Park; mentioned the Library and the fact that a lot of books are going electronic.

5. Work together and make the best out of the situation.

Mayor Tom Owings

1. Nearly 80% of the 80 million dollars the City spends is Public Safety.

2. There is no way the City can balance this budget without cutting Public Safety.

3. Fire Station No. 99 only in existance for one year; we're not tearing it down and will be temporary; two County Fire Chiefs stated they were not consulted with the building of this fire station and where it should be located; we're going to make decisions; the sheriff is raising our contract costs by a average 5.5% per year and our revenue is increasing to 2.5% per year and then people say you cannot have a revenue increase by increasing taxes.

There being no further business to conduct, the meeting was adjourned at 8:02 p.m. to Closed Session by unanimous informal consent.

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority was held in Conference Room C, First Floor, City Hall. The City Council met in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

The Closed Session was held pursuant to Government Code:

Acting City Attorney announced that in Closed Session they will be discussing under Section 54956.9(d)(1) e) and f). No anticipation to have anything to report out after Closed Session.

1 SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

a) City of Moreno Valley V. Chen

b) City of Moreno Valley V. Chado & Chado

c) City of Moreno Valley V. Equitable Properties

d) City of Moreno Valley V. McGinness

e) City of Moreno Valley v. Matosantos, Chiang, Angulo, March Joint Powers Authority, Successor Agency to the March Joint Powers Redevelopment Agency

f) Leslie Compton V. City of Moreno Valley, et al.

2 SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF SECTION 54956.9

Number of Cases: 5

3 SECTION 54956.9(d)(4) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

None

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:20 p.m. by unanimous informal consent.

Submitted by:

_____
City Clerk Jane Halstead, CMC
Secretary, Moreno Valley Community Services District
Secretary, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Secretary, Moreno Valley Housing Authority
Secretary, Board of Library Trustees

Approved by:

_____
Mayor Tom Owings
President, Moreno Valley Community Services District
Chairperson, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Moreno Valley Housing Authority
Chairperson, Board of Library Trustees

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: June 11, 2013

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Reports on Reimbursable Activities for the period of May 22 - June 4, 2013.

Reports on Reimbursable Activities May 22 - June 4, 2013			
Council Member	Date	Meeting	Cost
Victoria Baca		None	
Marcelo Co	6/4/13	Moreno Valley Hispanic Chamber of Commerce Adelante	$10.00
Jesse L. Molina		None	
Tom Owings		None	
Richard A. Stewart	5/22/13	Moreno Valley Chamber of Commerce Wake-up Moreno Valley	$15.00

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: June 11, 2013

TITLE: APPROVE RESOLUTION NO. 2013-36 ADOPTING A 10-YEAR RESOURCE PLAN FOR MORENO VALLEY UTILITY

RECOMMENDED ACTION

Recommendations:

1. Approve Resolution No. 2013-36 adopting a 10-Year Resource Plan for Moreno Valley Utility.

2. Authorize the Electric Utility Division Manager to execute power purchase agreements with terms of 12 months or less with concurrence from the Public Works Director/City Engineer.

3. Authorize the City Manager to execute power purchase agreements with terms greater than 12 months and less than or equal to 5 years.

4. Power purchase agreements greater than 5 years shall require City Council approval.

5. Contracts associated with City ownership of generation assets or assumption of debt in support of generation projects or power purchase agreements shall require City Council approval.

6. Any procurement of energy products that is inconsistent with or not addressed in the adopted Resource Plan shall require City Council approval.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

An electric utility Resource Plan considers future demand for electricity and provides guidance on the optimal mix of energy resources to purchase to meet that demand. The recommended mix of resources is a combination of energy efficiency efforts, demand response programs, renewables, and conventional energy sources. Prudent utility planning calls for the development of Resource Plans that will ensure that the energy needs of a community will be met reliably and affordably.

DISCUSSION

Moreno Valley Utility's 10-Year Resource Plan was introduced at the June 4, 2013 Study Session. Highlights from the Resource Plan were discussed, and are reiterated below.

The Resource Plan for Moreno Valley Utility covers a 10-year period, from 2013 – 2022. There are three main goals for the Resource Plan:

- Quantify the electric needs over the planning period
- Prioritize resource preferences and establish other relevant energy procurement policies
- Provide guidance on the power procurement process

Development of the Resource Plan starts with a forecast of electric demand (load) over the planning period. Minimum resource planning criteria is identified, such as compliance with mandates for planning reserve margin (firm peak resource capacity in excess of projected demand), and targets for renewable energy procurement and energy efficiency savings. Any existing resources are considered in the determination of additional purchases of energy required to meet the forecasted electric needs. The design of the recommended resource portfolio must take into account the financial requirements of the utility, minimize risk, and honor existing policies to maintain rate competitiveness with Southern California Edison and promote economic development in the City.

MVU's resource portfolio will consist of a combination of power purchase agreements with varying terms and varying start dates. This portfolio risk management approach means that MVU will be seeking low cost power supply and also seeking a diversified portfolio of resources in terms of technologies, production profiles, generation project sizes, project locations, and counterparties in an effort to minimize costs to both the utility and the ratepayers. The renewable portion of the resource portfolio will consist of longer term contracts from a variety of renewable energy technologies, with the goal of providing cost stability and consistency with MVU's load shape.

ALTERNATIVES

1. Approve the proposed Resolution adopting a 10-Year Resource Plan for Moreno Valley Utility. Staff recommends this alternative.

2. Do not approve proposed resolution adopting a 10-Year Resource Plan for Moreno Valley Utility. Staff does not recommend this alternative. *MVU will not have any procurement policies in place for the purchases of energy as it takes steps to comply with state mandates for renewable energy and to secure an adequate supply of energy to meet customers' electricity needs.*

FISCAL IMPACT

At this time, there is no cost associated with the adoption of the 10-Year Resource Plan. The fiscal impact related to the Resource Plan will be identified as purchases of energy are brought to Council for review and approval.

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:

The portfolio risk management approach to the purchase of energy will ensure that the energy needs of MVU customers will be met reliably and affordably and foster a positive environment in the community.

NOTIFICATION

Posting of agenda

ATTACHMENTS

Attachment 1: Proposed Resolution

Prepared By:
Jeannette Olko
Electric Utility Division Manager

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING A 10-YEAR RESOURCE PLAN FOR MORENO VALLEY UTILITY

WHEREAS, the City of Moreno Valley (the "City") is authorized under various provisions of the California Constitution and the general laws of California (including, specifically, Article XI, Section 9(a) of the California Constitution, Public Utilities Code Section 10004, and Government Code section 39732(a)) to establish, purchase, and operate a public utility to furnish its inhabitants with, among other things, electricity; and

WHEREAS, on June 26, 2001, the City Council of the City of Moreno Valley approved Resolution No. 2001-33 and, as amended by Resolution 2002-46, authorized the formation of a municipally owned utility for the purpose of providing electrical power, storm water, telephone telecommunications, cable TV, water, natural gas, and sanitary sewer; and

WHEREAS, as a municipal electric utility, the City is generally subject to the legislative and regulatory requirements applicable to local publicly owned electric utilities ("POUs"); and

WHEREAS, the State of California passed Senate Bill 2 (1st Extraordinary Session) ("SB2-1X"), effective as of December 10, 2011, requires the Moreno Valley City Council, as the governing board of the City, to ensure that the amount of eligible renewable energy resources to be procured by the City for the period from January 1, 2011 to December 31, 2013 is equal to an average of 20 percent of retail sales; and that the City makes reasonable progress to ensure that the procurement of eligible renewable energy resources achieves 25 percent of retail sales by December 31, 2016, and 33% of retail sales by December 31, 2020 and in all subsequent years; and

WHEREAS, the California Independent System Operator (CAISO) Reliability Requirements Tariff requires that Load Serving Entities maintain a reserve margin that is the amount of capacity over and above the predicted Demand that is necessary to provide adequate Operating Reserve and is consistent with general Good Utility Practice and ensures that resources are available when and where they are needed; and

WHEREAS, it is prudent electric utility planning to develop and implement a Resource Plan that promotes compliance with applicable regulatory requirements and 1) quantifies resource needs over the 10-year planning period; 2) sets forth relevant energy procurement policies and programs as well as prioritize resource preferences; and 3) provides guidance to the electricity procurement process undertaken by Utility management; and

WHEREAS, the City desires to develop and implement a Resource Plan for Moreno Valley Utility that covers the planning period of 2013 to 2022, to be reviewed

and updated as necessary, and approved by the City Council on an annual basis.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

That the City of Moreno Valley 10-Year Resource Plan as set forth in Exhibit A is hereby approved and shall become effective pursuant to the terms contained therein.

APPROVED AND ADOPTED this 11th day of June, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-36 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

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Moreno Valley Electric Utility

10-Year Resource Plan – 2013 Update

May 2013

Moreno Valley Electric Utility 10-Year Resource Plan: 2013 Update

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EXECUTIVE SUMMARY

The Moreno Valley Electric Utility ("MVU" or "Utility") is a California municipal utility that provides retail electric services to more than 5,600 customers within its service area. Over the 10-year planning horizon addressed by this document, the Utility anticipates significant customer and electric load growth resulting from planned development activities within the City, particularly the addition of energy-intensive commercial accounts focused in the logistics and data storage/warehouse industries. This 10-Year Resource Plan (the "Plan" or "Resource Plan") describes MVU's procurement policies related to electric supply, which will promote the delivery of reliable, cost-competitive electric service to Utility customers, as well as key ancillary benefits, during the planning period, which includes calendar years 2013 through 2022.

As discussed in this Plan, there are several noteworthy considerations that will need to be addressed during the 10-year planning period:

- Administration of the Utility's Renewable Energy Resources Procurement Plan ("RE Procurement Plan") will require the evaluation and possible procurement, subject to applicable cost containment provisions, of renewable energy volumes and products specified therein. Effective administration of the RE Procurement Plan will promote MVU's compliance with California's Renewables Portfolio Standard legislation. A copy of the RE Procurement Pan is attached hereto as Appendix B.
- Administration of the Utility's Resource Adequacy ("RA") Program, which specifies the Utility's RA procurement targets for the 2013 calendar year and beyond, will require the evaluation and procurement of necessary capacity reserves. Successful administration of this Program will likely require the completion of a related solicitation by MVU staff to secure specified reserve capacity from qualified suppliers. A copy of documentation describing the RA Procurement Program is attached hereto as Appendix C.
- Expiring supply agreement: MVU's primary supply agreement with Shell Energy North America ("SENA") will expire on June 30, 2014 – the upcoming expiration of this agreement will require the Utility to begin addressing anticipated shortfalls in supply that will occur on July 1, 2014 (and beyond). Due to timelines typically required to identify qualified suppliers and negotiate/approve related supply agreements, MVU should allow up to 12 months for this process. Looking ahead throughout the 10-year planning period, MVU will endeavor to assemble and manage a supply portfolio of various contracts and/or resources (with non-coincidental term expirations/lengths) that will be structured in a manner to avoid the planning and market risks associated with resource "cliffs".
- Development and administration of complimentary energy programs, including energy efficiency, demand response, energy storage and distributed generation. While many details related to these programs have yet to be developed, it is MVU's intent to advance these programs as key components of the Utility's overall resource planning responsibility.

Based on existing supply agreements, MVU projects to serve the following accounts and customer energy requirements during the planning period.

FIGURE ES 1: MORENO VALLEY ELECTRIC UTILITY CUSTOMER ACCOUNTS AND RETAIL ELECTRICITY SALES, 2013-2022

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Total Projected MVU Customer Accounts	5,800	6,000	6,600	7,500	8,300	9,000	9,500	9,800	10,100	10,400
Total Projected MVU Retail Electricity Sales	123,101	138,858	168,574	194,366	227,408	250,149	270,161	283,669	297,852	309,766
Percentage of Accounts w/in Residential Class	88%	88%	88%	87%	87%	87%	87%	87%	87%	87%
Percentage of Retail Sales w/in Residential Class	28%	26%	24%	23%	22%	21%	21%	21%	20%	20%

It is noteworthy that the significant growth reflected in these projections is substantially dependent upon local development activities within the City. Over the 10-year planning horizon, anticipated development is expected to promote a doubling of accounts served by MVU and approximately 250% growth in local electricity sales. These expectations are based on aggressive occupancy projections, which assume that tenant interest will keep pace with local commercial build-out, leaving minimal vacancy rates within new developments. To the extent that planned build-outs and/or commercial occupancy rates differ substantially from expectations, the Utility will need to revise its sales projections to avoid over-procurement.

This Resource Plan also identifies differences between MVU's existing electric supply agreements and anticipated customer energy use. To the extent that such differences represent supply shortfalls, this Plan describes the Utility's procurement policies for addressing these circumstances over the near-, medium- and long-term planning horizons. The following table identifies MVU's projected energy requirements, which have yet to be addressed through purchase agreements – this energy requirement is also referred to as MVU's "open position".

FIGURE ES 2: MORENO VALLEY ELECTRIC UTILITY OPEN POSITIONS BY RESOURCE TYPE, 2013-2022

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Open Position, Conventional Energy (GWh)	12,382	75,097	149,761	164,428	185,458	199,509	210,616	216,050	226,852	235,926
Open Position, Renewable Energy (GWh, Physical Energy Requiremer	18,465	23,563	28,606	41,228	55,161	65,171	75,239	84,098	88,303	91,835
Subtotal: Open Position, Physical Energy (GWh)	30,847	98,661	178,367	205,657	240,618	264,680	285,855	300,147	315,155	327,761
Open Position, Renewable Energy Certificates	0	4,158	5,048	7,276	6,129	7,241	8,360	9,344	9,811	10,204
Total: Open Position, All Energy Requirements	**30,847**	**102,819**	**183,415**	**212,932**	**246,747**	**271,922**	**294,215**	**309,492**	**324,966**	**337,965**
Percentage Open, Conventional Energy	11%	61%	100%	100%	100%	100%	100%	100%	100%	100%
Percentage Open, All Energy (includes renewable energy and certifica	24%	67%	100%	100%	100%	100%	100%	100%	100%	100%

Through the practices and policies discussed in this Plan, MVU will be well positioned to address the ongoing energy requirements of its customers in a deliberate and responsible manner, avoiding the need to engage in disproportionately large procurement arrangements at any single point in time. This Plan will also promote MVU's compliance with internal procurement policies, such as those specifically focused on resource adequacy and renewable energy, as well as legislative mandates and regulatory requirements imposed on the Utility. Going forward, MVU will perform annual reviews of the customer and electric load projections included in this Plan to ensure that such projections accurately build upon observed historical trends and incorporate any changes to planned development activities that may impact future projections.

INTRODUCTION

MVU is a California municipal utility that provides retail electric services to customers within its service area, which generally includes the southern and eastern portions of the City of Moreno Valley located in northwestern Riverside County. MVU began serving its first customers in February 2004. At present, MVU serves more than 5,600 customers in both the residential and commercial/industrial sectors. MVU is focused on delivering several key benefits to its customers, including rate competitiveness, economic development incentives to attract and retain local businesses, direct control over utility decision making, delivery of special services to customers (such as low income rate assistance and energy efficiency programs) and service reliability. With these benefits in mind, MVU plans for its electric distribution system and secures electric supply commitments from qualified electric service providers to reliably meet its customers' current and anticipated electric energy needs. This 10-Year Resource Plan describes MVU's electric supply procurement policies, resource requirements and preferences, customer programs and other considerations that will apply during the 10-year planning period, which includes calendar years 2013 through 2022. Any future updates to the Plan will be discussed and adopted by the City Council at duly noticed public meetings. Planning for MVU's distribution system is addressed in a separate report prepared by MVU's distribution system operations and maintenance contractor.

PURPOSE OF RESOURCE PLAN

The Resource Plan has three primary purposes. These are to: 1) quantify resource needs over the 10-year planning period; 2) set forth relevant energy procurement policies and programs as well as prioritize resource preferences; and 3) provide guidance to the electricity procurement process undertaken by Utility management. In practical terms, the plan documents the energy procurement policy guidelines established by the City of Moreno Valley's governing Council to which MVU management adheres in its day-to-day execution of activities involving electric supply. Going forward, MVU's resource plan will be reviewed, updated, as necessary, and approved on an annual basis by the City Council.

Highlights of the resource plan include the following:

- MVU's energy requirements are substantially addressed through June 2014:
  - MVU entered into a five-year, fixed-price, block supply agreement with Shell Energy North America ("SENA") that will remain in effect through June 2014 (the "SENA Agreement").
  - Any residual energy requirements of the Utility that are not served through the SENA Agreement (the "net short") will be provided under an agreement with Noble Americas Energy Solutions ("Noble"), which also serves as MVU's scheduling coordinator.
- MVU's resource adequacy ("RA"), or reserve capacity, requirements will be planned for and procured consistent with the Utility's adopted RA Program (December 2012), which specifies the Utility's RA procurement targets for the 2013 calendar year and beyond.
- MVU's renewable energy requirements will be planned for and procured consistent with the Utility's RPS Procurement Plan, which is currently under development and discussed in further detail within this Plan. As drafted, the RPS Procurement Plan reflects pertinent requirements imposed by Senate Bill 2 in the 2011-2012 First Extraordinary Session ("SB 2-1X") and incorporates applicable Renewables Portfolio Standard ("RPS") procurement percentages for the Utility, subject to a cost containment provision (which limits customer rate impacts and may limit renewable energy volumes and products procured by the Utility).
- The City Council recently discussed and approved updated energy efficiency and demand response targets for MVU (February 2013). According to this policy, annual energy efficiency and demand reduction savings will be targeted at 0.18% of retail electric sales through 2023.

- MVU will procure its energy needs through various appropriate methods, including bilaterally negotiated agreements and formal solicitation processes, such as requests for proposals and/or requests for offers.
- Specific authorities for entering into energy procurement contracts are allocated to the Electric Utility Manager, consistent with Resolution No. 2008-105 (adopted on September 9, 2008), subject to power purchase expenditure limits for six discrete fiscal years ending with 2013/14. Going forward, the City Council will need to consider establishing future expenditure limits (in consideration of projected energy requirements) and extending related procurement authorities for upcoming fiscal years.

Figure 1 illustrates the projected resource mix during the 10-year period covered by this Resource Plan. The projected mix is illustrative; actual resource utilization will depend upon market conditions and resource availability, as well as the application of MVU's cost containment policy related to renewable energy, at the time MVU engages in additional energy procurement. For purposes of this figure, specific resources that may be used to satisfy the Utility's RPS (renewable energy) procurement obligation have not been identified; instead, the figure identifies targeted volumes within each Portfolio Content Category ("PCC"; there are three PCCs defined in the RPS), a term defined in California's RPS that requires/restricts the use of certain renewable energy products for use in demonstrating regulatory compliance, that have been identified for purchase within MVU's RPS Procurement Plan. When procuring renewable energy products within each PCC, the Utility will have considerable flexibility when selecting eligible fuel sources (e.g., solar, wind, biomass and geothermal), delivery profiles (e.g., on-peak, baseload and off-peak) and project locations among other project/product attributes. Following the completion of procurement activities, the Utility may choose to update its resource mix in consideration of the specific resources placed under contract.

FIGURE 1: MORENO VALLEY ELECTRIC UTILITY RESOURCE MIX, 2013-2022

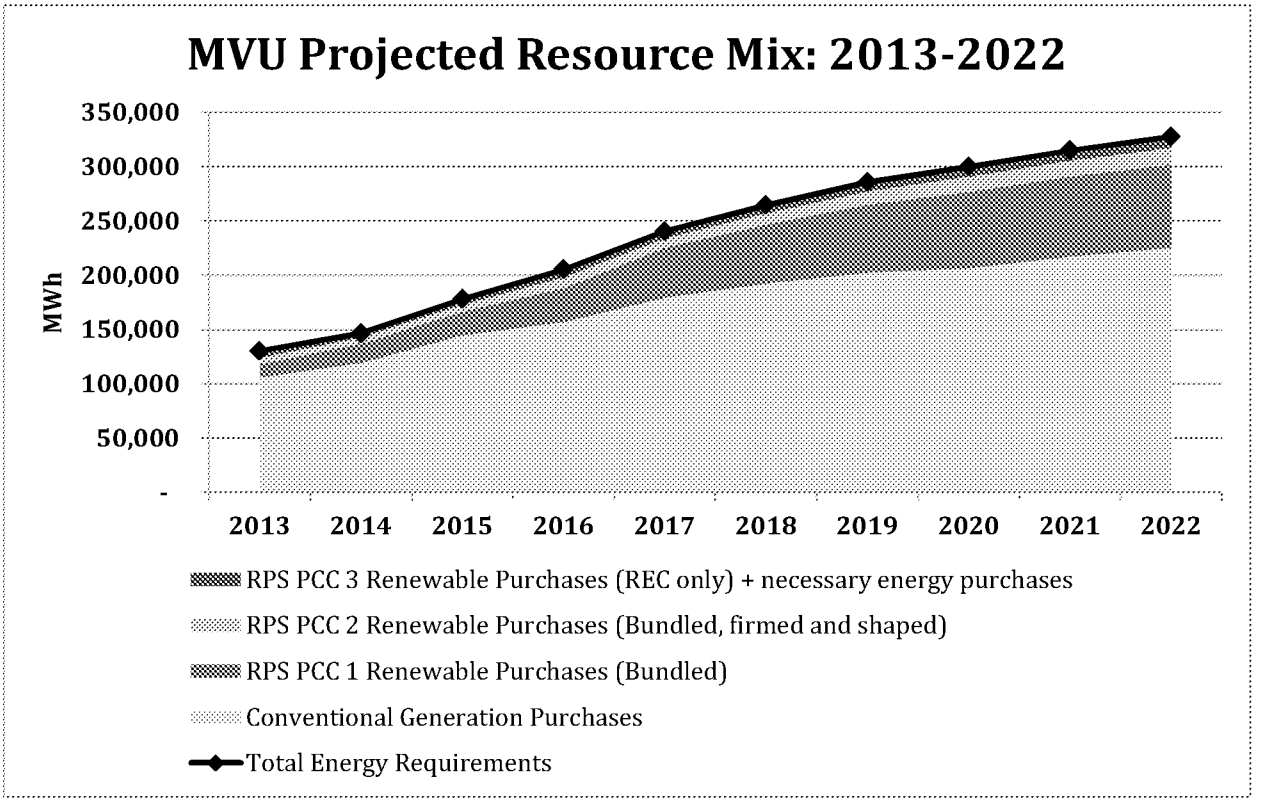

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General Resource Planning Principles

MVU's resource planning efforts take into consideration three distinct planning horizons: 1) the long-term planning horizon represents plans to serve load – i.e., the electric energy requirements of MVU customers – during the next ten years or longer; 2) the medium term planning horizon represents planning during the next five years; and 3) the short term planning horizon represents the plan for meeting load during the next twelve months. In contrast, the operating horizon represents the period of time extending from the next hour to approximately 90 days into the future – during this period all or virtually all resource commitments have been made and only adjustments are necessary to address short term operating variability related to weather and other uncertainties. Under MVU's agreement with Noble, necessary adjustments will be made without the need for action by MVU's management or staff. While long term plans will have a combination of firm resource commitments and unfilled or "open" resource needs that have been identified, resource commitments should increasingly become firm as the operating horizon approaches – during this time contracted energy commitments should align with planned resource needs.

City/MVU policy, established by the City of Moreno Valley's Council, guides the resource plan and the ensuing resource procurement activities that are conducted in accordance with the plan. The key policies are as follows.

MVU will:

- Maintain competitive electric rates and increase control over energy costs through management of a diversified resource mix.
- Promote local economic development through the availability of special incentives within MVU's service territory, investment in local energy infrastructure and related programs.
- Help customers reduce energy consumption and electric bills through investment in and administration of locally-focused conservation and energy efficiency programs, cost effective distributed generation and other demand-side programs.
- Enhance system reliability through investment in local distribution infrastructure, use of qualified energy suppliers/contractors, implementation of demand-side resources and focused investment in locally situated generation resources.

This plan translates these broad policy objectives into more specific plans for the use of various types of electric resources, taking into consideration MVU's projected customer needs and MVU's existing resource commitments.

Electric Sales Forecast

MVU's long term sales forecast is primarily influenced by the number of customers receiving service from the Utility. The primary drivers of customer growth and energy sales include the potential for local development efforts/projects that would directly increase electricity requirements and peak demand as well as indirect increases in electricity requirements that may result from new employment opportunities within the City (which could translate into increased energy requirements within Moreno Valley's residential sector). The long term load forecast incorporates customer growth projections as well as seasonal electricity consumption patterns of MVU's customer base. Short term load impacts relating to weather and other changes in consumption patterns are considered in MVU's short term operational load forecasts used for monthly scheduling of load and resources (which are completed, per contract, by Noble). MVU and Noble are in the process of transitioning to a daily scheduling protocol, which will minimize scheduling deviations and related imbalance costs – in prior years, the use of a template monthly schedule was effective, but recent customer

and sales growth has necessitated the consideration of a more frequently administered scheduling process to address increased load volatility (and related costs imposed by the California Independent System Operator).

CUSTOMER COMPOSITION

MVU currently serves approximately 5,600 customer accounts. Of these accounts, approximately 5,000 are served under residential rate schedules while the remaining 600 accounts are served under commercial or industrial schedules. Despite the disproportionate share of residential accounts (over 89%), approximately two thirds of all electric use is associated with the commercial and industrial account designations. The effects of any additional development projects on resource procurement activities would be addressed during the time that such projects are being considered; any projected impacts to customer energy use, peak demand and/or renewable energy requirements would be reflected in a future update to this Resource Plan.

Figure 2 shows the number of active customers within MVU's service area for calendar years 2011 through 2022. The account totals for calendar years 2011 and 2012 reflect actual customer counts while calendar years 2013 through 2022 reflect projections that are substantially influenced by the planned occupancy of new commercial development projects and related increases in residential account growth. MVU will monitor projected and actual account totals to determine if certain adjustments may be necessary in future updates to this Plan.

FIGURE 2: MORENO VALLEY ELECTRIC UTILITY CUSTOMERS

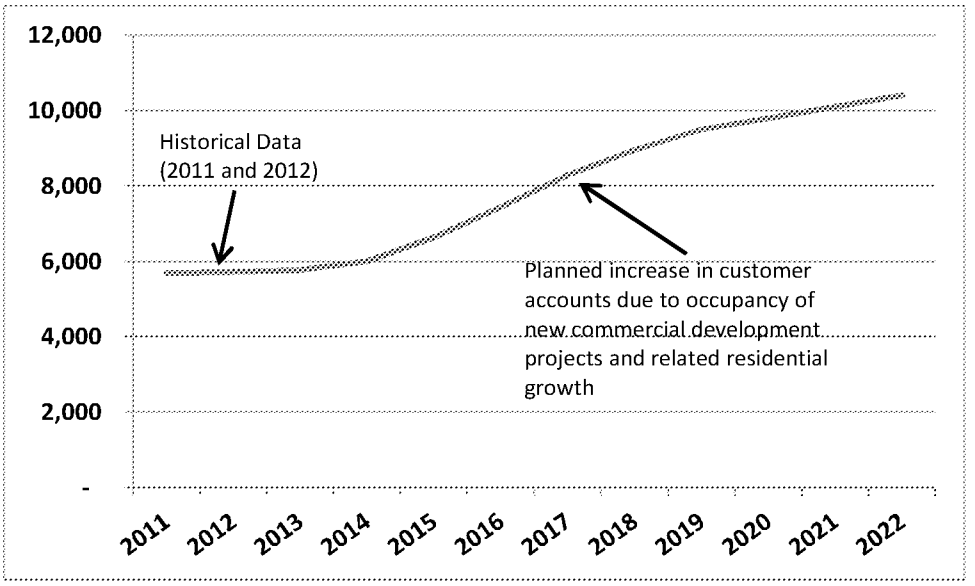

PLANNED GROWTH AND DEVELOPMENT

The City is anticipating significant future growth due to planned commercial and industrial development activities and related job creation. In particular, the City expects to complete development of the World Logistics Center, a complex consisting of 41.6 million square feet of logistics warehouse facilities and associated infrastructure located in the eastern portion of the City, during a phased development/construction schedule that is expected to occur over a ten-year period coinciding with the planning horizon addressed in this Resource Plan. According to the project's Environmental Impact Report,

the World Logistics Center is expected to have a peak demand (following full build-out) of 70 MW[1] with annual energy use approximating 380,000 MWhs/year. At full occupancy, the projected level of energy consumption at the World Logistics Center could nearly triple MVU's current electric load (based on 2013 projections of approximately 130,000 MWhs/year). A significant portion of this anticipated increase is incorporated in MVU's load forecast. However, to the extent that actual build-out and/or occupancy rates differ from expectations, the Utility's load forecast will need to be updated – MVU will monitor development progress at the World Logistics Center and other local projects to determine potential impacts to customer energy requirements.

As a result of this (and other) development activities within the City, average annual electric load growth is expected to exceed 11% during this ten-year period. As previously noted, any deviations from the expected development schedule and/or occupancy rates will directly impact MVU's load projections. In the event that such changes are observed, MVU will incorporate necessary forecast adjustments in subsequent updates to this Resource Plan.

Baseline Customer and Consumption Forecast

MVU's electricity forecast starts with a projection of customers by end-use classification (residential, commercial, etc.). Class-typical monthly energy consumption, derived based on historical data, is applied to yield a monthly energy forecast by customer class. Certain adjustments are then made to this base forecast to account for factors not reflected in the historical data. MVU makes explicit adjustments to this forecast to account for the load impacts of its energy efficiency, net energy metering and demand response programs. The following table identifies the Utility's projected retail energy requirements during the 10-year planning period.

TABLE 1: MORENO VALLEY ELECTRIC UTILITY RETAIL ENERGY REQUIREMENTS, 2013-2022

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Energy Requirements (MWh)										
Retail Load	123,101	138,858	168,574	194,366	227,408	250,149	270,161	283,669	297,852	309,766
Energy Efficiency and Distributed Generation	-	(250)	(303)	(350)	(409)	(450)	(486)	(511)	(536)	(558)
Retail Load (Net of EE/DG)	123,101	138,608	168,270	194,016	226,999	249,698	269,674	283,158	297,316	309,208
Distribution Line Losses and Unaccounted For Energy	7,386	8,316	10,096	11,641	13,620	14,982	16,180	16,989	17,839	18,553
Total Energy Requirements	130,487	146,925	178,367	205,657	240,618	264,680	285,855	300,147	315,155	327,761

[1] World Logistics Center Environmental Impact Report – Assumes a "worst case" electrical demand of 147 Megawatts which reflects a maximum of 10 percent cold storage within the logistics warehousing space. This peak demand estimate was revised (reduced to 70 MW) in a technical memorandum, prepared by Utility Specialists on December 19, 2012.

PEAK DEMAND

The monthly peak demands of the MVU system determine the need for resource adequacy capacity that must be procured to meet the Utility's resource adequacy procurement policy and applicable standards established by the California Independent System Operator's ("CAISO"). Projected monthly (coincident) peak demands establish the basis for the overall resource adequacy requirements (system capacity plus local capacity), and peak demand during the month of August is used to derive the Local Resource Adequacy capacity requirements, which apply for all months during the year.

Monthly peak demand projections are based on the energy sales forecast and an analysis of hourly load profiles for the major customer classifications served by the Utility. Projected monthly peak demands are shown in Table 2.

TABLE 2: MVU MONTHLY PEAK DEMAND FORECAST

MVU Peak Demand, Loss Adjusted (MW)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2013	14	16	16	21	19	21	29	32	34	27	20	22
2014	16	18	18	24	22	24	32	36	38	30	23	25
2015	20	22	22	29	27	29	39	43	45	37	29	30
2016	23	26	26	33	31	33	45	50	52	43	33	35
2017	27	30	30	39	37	39	52	58	60	50	39	41
2018	30	33	33	43	40	43	57	63	66	55	43	45
2019	33	36	36	47	44	46	61	68	72	59	47	49
2020	34	38	38	49	46	49	64	71	75	62	49	51
2021	36	40	40	52	48	51	67	75	79	66	52	54
2022	38	41	41	54	50	53	70	78	82	68	54	56

LOAD REDUCTION PROGRAMS

The baseline energy and peak demand forecasts are adjusted for the effects of certain load reduction programs operated by the Utility. Currently planned programs include MVU's Energy Efficiency, Demand Response & Storage program and its Net Energy Metering program.

ENERGY EFFICIENCY, DEMAND RESPONSE & STORAGE

California Assembly Bill 2021 ("AB 2021") was signed into law in September 2006. AB 2021 requires that the California Energy Commission ("CEC"), in conjunction with the California Public Utility Commission ("CPUC"), and local Publicly-Owned Utilities ("POUs"), develop statewide estimates for energy efficiency targets in a public process. AB 2021 applies to all POUs in California, including MVU. Pursuant to the statute, POUs must: 1) Identify all potentially achievable, cost-effective energy efficiency savings; 2) Establish annual targets for energy efficiency savings and demand reduction over 10 years; and 3) Report targets, programs, expenditures, results and cost-effectiveness (including methodologies and independent evaluation) to governing members and to the CEC every three (3) years. POUs are mandated to consider energy efficiency as a preferred resource, estimate energy efficiency potential, and establish targets for achieving that potential.

In response to AB 2021, a total of 35 POUs, including MVU, collaborated to develop/update individual energy efficiency and demand response targets. As part of this effort, an independent consultancy was selected to develop the 2013 updates. Based on these updates, the City Council adopted energy efficiency and demand response targets in February 2013 which indicated that a reasonable long-term (through 2023) goal for such programs is to reduce overall annual energy consumption by approximately 0.18%. One key element of MVU's demand reduction program is the implementation of targeted thermal storage opportunities, which can be implemented to shift demand away from peak periods thereby reducing total service costs (by reducing peak energy purchases and total peak demand). Between the 2012/2013 and 2015/2016 fiscal years, the Utility expects to install approximately one megawatt of energy storage and demand response infrastructure, which will promote peak energy reductions and reduced reserve capacity requirements. As previously noted, the MVU electricity forecast has been adjusted in consideration of this savings target.

Net Energy Metering Program

Senate Bill 1 ("SB 1"; 2006, Murray) built upon the California Solar Initiative ("CSI") by targeting the installation of 3,000 megawatts of solar energy systems on new and existing residential and commercial sites. To achieve this target, SB 1 directed the expenditure of more than $3.3 billion in solar incentives by 2017. The programs required to administer the distribution of these incentives are overseen by the CEC, CPUC and POUs, including MVU, which are required to establish eligibility criteria for incentive qualification consistent with the CEC's published Guidelines for California's Solar Electric Incentive Programs. The MVU Solar Program, which describes the eligibility criteria for solar incentives within the MVU service territory, has been developed in consideration of SB 1 and the CEC's Guidelines. Through the Solar Program, MVU's customers are eligible for certain rebates related to solar system performance or installed capacity and, following system installation, will participate in MVU's net energy metering ("NEM") program, which is referenced in MVU's Net Energy Metering Interconnection Agreement. Through MVU's NEM program, participating customers are billed for electricity in consideration of the metered difference between the amount of energy supplied to the customer and the amount of energy generated by the customer's solar system during discrete 12-month periods.

At present, MVU has approximately 31 NEM customers (both residential and commercial), which have installed local solar generating capacity totaling approximately 1,300 kilowatts (AC, alternating current). Over the 10-year planning horizon, MVU anticipates that NEM participation will increase to approximately 3,000 kilowatts.[2]

Resources

This section discusses MVU's resource needs during the planning period taking account of the projected energy requirements of MVU's customers and the existing contractual resource commitments that MVU has secured to date. The MVU supply portfolio consists of two key agreements, which provide: 1) on-peak and off-peak block energy supply over a five-year term (ending in June 2014); and 2) any remaining energy needs (the net short) that are not fulfilled through the block purchase agreements. During the 10-year planning horizon, MVU will be required to seek new resource commitments in consideration of the expiring block purchase arrangements. Such resource commitments may be addressed through one or more agreements of various term lengths with one or more qualified suppliers. As discussed below, any procurement decisions will need to meet projected customer energy requirements while remaining responsive to MVU's expressed planning policies and relevant regulatory requirements governing MVU's operations.

[2] Based on assumed installation of one 5 kilowatt solar project per month throughout the 10-year planning period as well as one total megawatt of commercial solar capacity (from various project installations).

Existing Resource Commitments

MVU has entered into three separate purchase agreements for conventional energy and unbundled renewable energy certificates ("RECs"). The existing resource commitments are described below.

Shell Energy North America (SENA), block energy – on-peak/off-peak

The SENA agreement and associated confirmations (2 confirmations) provides for SENA to supply fixed price, block energy deliveries to MVU during the five-year period beginning July 2010 and continuing through June 2014. The referenced confirmation agreements provide for fixed-quantity monthly volumes during on- and off-peak periods, respectively. In total, the SENA agreement provides for 64,288 MWhs of on-peak energy and 34,920 MWhs of off-peak energy per year during the five-year delivery period. Based on specified contractual volumes and projected customer energy use, MVU has secured approximately 76% of its expected energy requirements during the 2013 calendar year. However, with the confirmation term expiring on June 30, 2014, MVU's coverage ratio (i.e., the percentage of projected customer energy use that is addressed through forward contracts) drops to 33% in 2014. To address this future need, MVU will need to engage qualified service providers based on planning principles discussed in this Plan.

Noble Americas Energy Solutions (Noble), scheduling coordinator services and net short energy

The Noble agreement provides for Noble to supply scheduling coordinator services and net short (day ahead, priced at index) energy requirements for MVU over a four and one-half year term (including all automatic renewal periods), commencing on January 1, 2010. Consistent with the Noble agreement, MVU receives services, which include but are not limited to: 1) physical bidding and scheduling of interval usage with the CAISO; 2) physical scheduling of term and spot supply contracts with the CAISO; 3) settlement reconciliation with suppliers; and 4) reconciliation with the transmission provider. As reflected in this agreement, the applicable energy schedules do not reflect the recent customer load growth that has occurred within MVU's service territory. As such, Utility management is in discussion with Noble to refine/revise applicable energy schedules to more closely align with current customer energy use.

Enco, distribution system maintenance, billing and customer service

While not an agreement that addresses energy supply, MVU has entered into a long-term (15-year) contract with Enco to provide for necessary distribution system maintenance, billing and customer service. These services are critically important to the successful operation of any distribution utility, including MVU, and will be provided under this contract through December 31, 2020. Prior to the expiration of this agreement, the City may choose to evaluate the feasibility of transitioning certain responsibilities to staff or may continue to engage qualified contractors for such services.

Iberdrola Renewables, Inc. (Iberdrola), unbundled renewable energy certificates

The City entered into a Renewable Energy Credits Agreement with Iberdrola Renewables, Inc. on February 22, 2012 for the purpose of purchasing RECs that would facilitate the City's compliance with applicable provisions of SB X1-2. The Agreement specified delivery of 16,687 unbundled RECs (eligible for RPS Portfolio Content Category 3) produced by RPS-eligible wind generating facilities during the 2011 calendar year – consistent with applicable contract terms, the noted certificate volume was transferred to MVU's Western Renewable Energy Generation Information System account. As noted, the City entered into this Agreement in an effort to demonstrate measurable progress towards meeting California's RPS procurement target for Compliance Period 1. This certificate volume represents approximately 25% of the City's renewable energy procurement obligation for Compliance Period 1, which totals approximately 68,000 MWhs. As MVU continues to develop its RPS Procurement Plan in consideration of applicable legislation and regulations, such purchases will be applied to meeting MVU's stated procurement obligations.

Resource Needs

MVU will procure additional resources to meet its anticipated resource targets. This section sets forth MVU's planned resource volumes and quantifies the net resource need, the "open position" or "net short", that remains after accounting for production from MVU's existing resource/contract portfolio. MVU has established procurement targets for conventional energy, capacity resources and renewable energy.

Conventional Resources & System Purchases

MVU anticipates that the majority of its projected resource need will be met with energy produced by conventional generating resources, which primarily include those generators fueled by natural gas and hydroelectric power. These resource types, particularly natural gas, tend to be readily available and ensure a reliable energy supply for customers; inclusion of these resources also tends to support a least-cost approach to service delivery, as energy pricing for alternative generating technologies, such as those using qualifying renewable fuel sources, continues to be substantially higher in the current market. In consideration of MVU's expiring agreement with SENA, which addresses the majority of MVU's conventional resource need through June 2014, the Utility will need to address a meaningful open position for this resource type in the near future. The following table identifies the Utility's anticipated open position for conventional resources, net of anticipated renewable energy purchases.

TABLE 3: MORENO VALLEY ELECTRIC UTILITY OPEN POSITION FOR CONVENTIONAL RESOURCES, 2013-2022

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Net Open Position, Conventional Energy (GWh	12,382	75,097	149,761	164,428	185,458	199,509	210,616	216,050	226,852	235,926
Conventional Requirements Coverage (%)	89%	39%	0%	0%	0%	0%	0%	0%	0%	0%

As indicated in the previous table, approximately 89% of the Utility's conventional energy requirements for the 2013 calendar year, or 76% of the Utility's total energy requirements (which includes planned renewable energy purchases that are not yet under contract), have been addressed through an existing power purchase agreement with SENA. This fixed-price, block energy purchase agreement limits the Utility's exposure to market price volatility without promoting conditions of over-supply (which can impose transaction costs when remarketing excess energy volumes). The balance of necessary electric energy not addressed by the SENA agreement will be provided by Noble through its scheduling coordination agreement with MVU. Looking ahead to the 2014 calendar year, the Utility's conventional energy coverage ratio decreases significantly (to approximately 39%, or 33%, including planned renewable energy purchases that are not yet under contract) due to the expiration of its energy supply agreement with SENA (which occurs on June 30, 2014). With this contract expiration in mind, MVU will need to begin planning for its post-June 2014 energy requirements in mid-2013.

With regard to conventional generating resources, there are two primary forward contracting conventions that can be used to secure such energy supplies: 1) portfolio service (various term lengths) – through a portfolio service arrangement the buyer secures necessary energy supply by contracting with a single entity that controls operation of one or more generators that will be used to produce and deliver requisite electricity volumes to the buyer; the buyer has little to no influence with regard to the generator(s) that may be used to produce such volumes; and 2) unit-contingent (generator-specific, various term lengths) purchases – through a unit-contingent purchase arrangement, the buyer will receive contracted energy volumes from a specific generating facility (or group of facilities) that is controlled by the seller; to the extent that a buyer is interested in procuring electric energy from a specific geographic region or facility, unit-contingent contracting arrangements provide such opportunities. Within each of these categories, there are various pricing mechanisms that may be applied to address the mutual risk and administrative preferences of the buyer and seller. More specifically, pricing for such purchases may be fixed at the time of contract

execution, may be tied to a published pricing index (which changes over time) or may be tied to the cost of inputs, such as fuel and variable maintenance, that are required to operate such facilities – these structures are typically defined as "tolling" arrangement. Any remaining energy requirements, after accounting for conventional resources and renewable energy supplies purchased under forward contracts, can be met with short term system energy (unspecified) purchases. MVU will consider a wide range of potential procurement options when addressing its future conventional resource needs.

Capacity Resources

The Moreno Valley City Council recently adopted, through Resolution No. 2012-99 (December 2012), a Resource Adequacy ("RA") Program that addresses MVU's plans with regard to the procurement of capacity reserves. More specifically, MVU's RA Program is directly responsive to the CAISO Reliability Requirements Tariff, which specifies that all Load Serving Entities, including MVU, maintain a capacity reserve margin. Reserve capacity represents the amount of generating capacity over and above MVU's predicted Demand that is necessary to provide an adequate Operating Reserve and is consistent with general Good Utility Practice. The procurement of reserve capacity ensures that resources are available when and where they are needed.

A portion of MVU's capacity requirements must be procured from Local Reliability Areas (LA Basis and Big Creek/Ventura) as defined by the CAISO. MVU is required to demonstrate its local capacity requirement for each month of the following calendar year. The local capacity requirement is a percentage of the total (Southern California Edison service area) local capacity requirements adopted by the CPUC based on MVU's forecasted peak load. MVU must demonstrate compliance or request a waiver from the CAISO requirement as provided for in cases where local capacity is not available.

According to MVU's adopted RA Program, the Utility is designated responsibility for developing RA Plans to guide the procurement of capacity resources, including Local Capacity Area Resources as defined by the CAISO, adequate to serve the requirements of the City's customers.

On an annual basis, MVU shall prepare a RA Plan for the following calendar year. The Annual Resource Adequacy Plan shall identify capacity resources owned or contracted for by the City sufficient to meet 90% of the following target Reserve Margins:

TABLE 4: MORENO VALLEY ELECTRIC UTILITY'S TARGETED ANNUAL RESERVE MARGINS

RA Compliance Year	Reserve Margin
2013	23% of forecast monthly peak loads
2014	46% of forecast monthly peak loads
2015	69% of forecast monthly peak loads
2016	92% of forecast monthly peak loads
2017 and subsequent years	115% of forecast monthly peak loads

The annual RA Plan shall set forth the Local Capacity Area Resources, if any, procured by MVU. MVU shall present the annual RA Plan to the City Council by September 1 of each year and shall send the approved plan to the CAISO by September 30 of each year or as otherwise required by the CAISO Tariff and/or applicable CAISO Business Practice Manuals. MVU shall also prepare a monthly RA Plan by no later than the last business day of the second month prior to the month covered by the Plan (e.g., by February 28 for the month of April) or such earlier time as may be required by the CAISO Tariff and/or applicable CAISO Business Practice Manuals. The monthly RA Plan shall identify capacity resources owned or contracted for by the City sufficient to meet 100% of the specified reserve margins shown in Table 4.

The monthly RA Plan shall identify all resources, including Local Capacity Area Resources that MVU will rely upon to satisfy the applicable month's peak hour Demand of MVU as determined by pertinent Demand Forecasts and the applicable Reserve Margin. MVU shall provide each Monthly Resource Adequacy Plan to the CAISO in the format and to the extent required by the CAISO Tariff and/or applicable CAISO Business Practice Manuals.

To date, MVU has yet to contract for requisite reserve capacity but intends to initiate such efforts following the approval/adoption of a Resource Plan. The projected MVU reserve capacity needs are shown in Table 5 for total capacity and Table 6 for local capacity.

TABLE 5: MVU RESOURCE ADEQUACY CAPACITY PROJECTIONS (SYSTEM AND LOCAL, MW)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2013	3	4	4	5	4	5	7	7	8	6	5	5
2014	8	8	8	11	10	11	15	17	17	14	11	11
2015	14	15	15	20	19	20	27	30	31	25	20	21
2016	21	24	24	31	29	31	41	46	48	39	30	32
2017	31	35	35	45	42	45	60	66	69	57	45	47
2018	35	38	38	50	46	49	65	73	76	63	50	52
2019	38	41	41	54	50	53	71	78	82	68	54	56
2020	39	44	43	57	53	56	74	82	86	72	56	59
2021	42	46	46	59	55	59	77	86	90	75	59	62
2022	43	48	48	62	58	61	80	89	94	78	62	64

TABLE 6: MVU LOCAL RESOURCE ADEQUACY CAPACITY PROJECTIONS (MW)

Year	L.A. Basin (MW)	Big Creek/ Ventura (MW)
2013	2	1
2014	5	2
2015	9	3
2016	14	5
2017	20	8
2018	22	8
2019	24	9
2020	25	9
2021	27	10
2022	28	10

RPS Requirements

On April 12, 2011, Governor Jerry Brown signed SB 2-1X, requiring public and private utilities to obtain 33% of their electricity from renewable energy sources by December 31, 2020 (California's Renewables Portfolio Standard, or "RPS"). This landmark legislation, which incorporated various reforms to California's RPS, expanded the role of the CEC in administering the RPS program for POUs and imposed additional compliance obligations on these organizations. In particular, the CEC was directed to: adopt regulations specifying RPS

enforcement procedures for POUs; certify and verify eligible renewable energy resources procured by POUs; and refer any compliance failures of POUs to the California Air Resources Board (CARB), which may impose penalties.[3] Unlike the previous 20 percent RPS, which required POUs to develop internal renewable procurement "standards" without specifically obligating these entities to comply with the 20 percent procurement mandate, the currently effective RPS requires the governing boards of each POU to effectively implement the 33 percent procurement standard. Violations of the procurement standard will be referred to CARB and penalties may be imposed.

Prior to the 2020 compliance deadline, the new legislation imposes certain interim procurement requirements, which include the following: jurisdictional entities will be required to procure an average of 20% of renewable energy for the period of January 1, 2011 through December 31, 2013 (Compliance Period 1); 25% by December 31, 2016 (the period beginning January 1, 2014 and extending through December 31, 2016 has been termed Compliance Period 2), and 33% by 2020 (the period beginning January 1, 2017 and extending through December 31, 2020 has been termed Compliance Period 3). Other elements of the new RPS program establish specific procurement categories for renewable products that may be used for RPS compliance and provide certain opportunities for flexibility in the event that renewable energy procurement would impose upward pressure on customer rates.

Consistent with statute and related regulations, the RPS requirements can be met with a variety of renewable resource technology types and procurement methods. Eligible resources currently include the following:

- Biodiesel
- Biogas
- Biomass
- Conduit hydroelectric
- Digester gas
- Fuel cells using renewable fuels
- Geothermal
- Hydroelectric incremental generation from efficiency improvements
- Landfill gas
- Municipal solid waste
- Ocean wave, ocean thermal, and tidal current
- Photovoltaic
- Small hydroelectric (30 megawatts or less)
- Solar thermal electric
- Wind

RPS compliance can be met with procurement from renewable resources located within or deliverable to the state ("Bucket 1"), and with certain quantity limitations, procurement of shaped and firmed renewable energy ("Bucket 2") and unbundled RECs from RPS qualifying resources ("Bucket 3").

As required by SB 2-1X, the City Council adopted the Renewable Energy Resources Enforcement Program ("RPS Enforcement Program") on January 10, 2012. Through the RPS Enforcement Program, the City Council established three compliance periods consistent with SB 2-1X, adopted RPS-eligible procurement goals for each of the three compliance periods and described the framework for how the City would implement the requirements and measures in SB 2-1X with respect to the RPS program. Section 10 of the RPS Enforcement Program directed the Electric Utility Manager to develop and present an RPS Procurement Plan to the City

[3] California Energy Commission website, RPS Proceeding overview: http://www.energy.ca.gov/portfolio/index.html.

Council. As previously discussed, MVU's RPS Procurement Plan is currently under development and will be presented to the City Council for discussion and approval as soon as it has been completed.

Renewable Resources

MVU intends to comply with California's RPS subject to cost containment considerations that will be referenced when evaluating the effects of incremental renewable energy purchases on Utility costs and customer rates. With this in mind, MVU has identified the following renewable energy procurement targets that are generally consistent with current RPS procurement guidelines in each of the three defined compliance periods:

Compliance Period 1

As of the date of adoption of this RPS Procurement Plan the City has procured Eligible Renewable Energy Resources (as defined under the CEC Enforcement Procedures for the RPS for Local Publicly Owned Utilities) in an amount which satisfies approximately 25% of its total projected RPS procurement obligation for the three-year period beginning January 1, 2011 and ending December 31, 2013 ("Compliance Period 1"). Upon approval of this RPS Procurement Plan by the City Council, the City will act in good faith to purchase and schedule the maximum amount of Eligible Renewable Energy Resources that can be obtained through the end of Compliance Period 1, subject to cost limitation provisions described in the RPS Procurement Plan. The following table provides additional detail regarding the City's Compliance Period 1 procurement targets with regard to each of the Portfolio Content Category products that have been described in the RPS.

Compliance Period 1

January 1, 2011 – December 31, 2013

	2011	2012	2013	Total
Actual/Forecasted* Retail Sales (Net of Energy Efficiency and Distributed Generation, MWh)	106,430	108,078	123,101	337,610
Planned RPS Purchases (% of Total)	20%	20%	20%	20%
RPS Procurement Obligation (MWh)	21,286	21,616	24,620	67,522
Minimum Procurement of Portfolio Content Category 1 (MWh)	10,643	10,808	12,310	33,761
Maximum Procurement of Portfolio Content Category 3 (Certificates)	5,322	5,404	6,155	16,880
Residual Procurement from Portfolio Content Category 2 Resources (MWh)	5,322	5,404	6,155	16,880

Compliance Period 2

For the three-year period beginning January 1, 2014 and ending December 31, 2016, MVU shall procure sufficient RPS-eligible resources to equal the sum of the following: (20 percent of 2014 retail sales) + (20

percent of 2015 retail sales) + (25 percent of 2016 retail sales), provided, however, that the amount of dollars expended on eligible renewable energy resources shall not exceed the applicable cost limitations described in the RPS Procurement Plan. MVU shall not be required to procure a specific quantity of RPS-eligible resources in any individual year during this compliance period. The following table provides additional detail regarding the City's Compliance Period 2 procurement targets with regard to each of the Portfolio Content Category products.

Compliance Period 2

January 1, 2014 – December 31, 2016

	2014	2015	2016	Total
Actual/Forecasted* Retail Sales (Net of Energy Efficiency and Distributed Generation, MWh)	138,608	168,270	194,016	500,895
Planned RPS Purchases (% of Total)	20%	20%	25%	21.9%
RPS Procurement Obligation (MWh)	27,722	33,654	48,504	109,880
Minimum Procurement of Portfolio Content Category 1 (MWh)	18,019	21,875	31,528	71,422
Maximum Procurement of Portfolio Content Category 3 (Certificates)	4,158	5,048	7,276	16,482
Residual Procurement from Portfolio Content Category 2 Resources (MWh)	5,544	6,731	9,701	21,976

Compliance Period 3

For the four-year period beginning January 1, 2017 and ending December 31, 2020, MVU shall procure sufficient RPS-eligible resources to equal the sum of the following: (27 percent of 2017 retail sales) + (29 percent of 2018 retail sales) + (31 percent of 2019 retail sales) + (33 percent of 2020 retail sales), provided, however, that the amount of dollars expended on eligible renewable energy resources shall not exceed the applicable cost limitations described in the RPS Procurement Plan. MVU shall not be required to procure a specific quantity of RPS-eligible resources in any individual year during this compliance period. The following table provides additional detail regarding the City's Compliance Period 3 procurement targets with regard to each of the Portfolio Content Category products.

Compliance Period 3

January 1, 2017 – December 31, 2020

	2017	2018	2019	2020	Total
Actual/Forecasted* Retail Sales (Net of Energy Efficiency and Distributed Generation, MWh)	226,999	249,698	269,674	283,158	1,029,529
Planned RPS Purchases (% of Total)	27%	29%	31%	33%	30.2%
RPS Procurement Obligation (MWh)	61,290	72,413	83,599	93,442	310,743
Minimum Procurement of Portfolio Content Category 1 (MWh)	45,967	54,309	62,699	70,082	233,057
Maximum Procurement of Portfolio Content Category 3 (Certificates)	6,129	7,241	8,360	9,344	31,074
Residual Procurement from Portfolio Content Category 2 Resources	9,193	10,862	12,540	14,016	46,611

Subsequent Annual Compliance Periods

For each subsequent annual compliance period, MVU shall procure sufficient RPS-eligible resources to equal an average of 33 percent of retail sales, provided, however, that the amount of dollars expended on eligible renewable energy resources shall not exceed the applicable cost limitations described in the RPS Procurement Plan..

RPS OPEN POSITIONS

In an effort to better understand eligible renewable resource availability, pricing and transactional terms, the Small POU Group, which includes MVU, the Cerritos Electric Utility, the Corona Department of Water & Power, the Eastside Power Authority, the Rancho Cucamonga Municipal Utility and Victorville Municipal Utility Services, issued a Request for Information (RFI) focused on Eligible Renewable Energy Resources in October 2012. The RFI was issued for the purpose of gathering relevant information from renewable energy sellers sufficient to allow the POUs in the Small POU Group to develop renewable energy resource procurement plans pursuant to Public Utilities Code Section 399.30 (a), and to evaluate costs and options in connection with their respective obligations for compliance periods 1, 2 and 3 pursuant to Public Utilities Code Section 399.30(b).

In general terms, the Small POU Group received a highly robust RFI response which included many viable project opportunities proposed by qualified developers. Through these responses, the renewable energy market demonstrated that there is, depending on the outcome of negotiations and risk assessment, adequate supply to meet the near- and long-term renewable energy needs of the City.

With respect to RPS procurement, SB 2-1X identified three distinct Portfolio Content Categories ("PCCs"), or "Buckets", that may be used to satisfy the procurement obligations of jurisdictional entities. PCC 1 renewable procurement entails the use of energy from qualified renewable energy generators located within the state or from out-of-state generators that can meet strict scheduling requirements to ensure deliverability to California. Use of PCC 1 resources is unlimited in demonstrating RPS compliance. PCC 2 resources refer to "firming and shaping" transactions where the energy produced by the renewable resource is not necessarily delivered to California; however, an equivalent amount of energy from a different resource is delivered to

California and bundled with renewable energy attribute, or RECs, produced by the eligible renewable generator. Finally, PCC 3 resource procurement relates to purchases of unbundled renewable energy certificates with no related physical energy delivery. SB 2-1X also references specific procurement guidelines for each PCC. These guidelines are summarized in the following table.

TABLE 7: SB 2-1X PROCUREMENT GUIDELINES FOR QUALIFYING RENEWABLE ENERGY PURCHASES

Portfolio Content Category ("PCC" or "Bucket")	Description	Usage Limits (% of Renewable Energy)
PCC 1	In-state or dynamically scheduled	Minimum of 50% through 2013, 65% through 2016, 75% beginning in 2017
PCC 2	Firmed and shaped	Maximum of 50% through 2013, 35% through 2016, 25% beginning in 2017
PCC 3	Unbundled renewable energy certificates	Maximum of 25% through 2013, 15% through 2016, 10% beginning in 2017

MVU has drafted its RPS Procurement Plan in consideration of the SB 2-1X procurement guidelines. To date, MVU has engaged in limited renewable energy transactions as it monitors the development of regulatory guidelines, proposed legislation (which may substantially change the renewable energy procurement obligations imposed on POUs), renewable energy resource availability and anticipated customer rate impacts. However, it is the intent of MVU to comply with applicable RPS procurement obligations through the administration of its RPS Procurement Plan. The following table shows MVU's renewable energy resource requirements, which has been quantified for the 10-year planning period.

TABLE 8: MORENO VALLEY ELECTRIC UTILITY RPS ENERGY REQUIREMENTS, 2013-2022

Renewable Energy Requirements(GWh)	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Bucket 1 (Bundled, In-State)	12,310	18,019	21,875	31,528	45,967	54,309	62,699	70,082	73,586	76,529
Bucket 2 (Bundled, Firmed and Shaped)	6,155	5,544	6,731	9,701	9,193	10,862	12,540	14,016	14,717	15,306
Bucket 3 (REC Only)	6,155	4,158	5,048	7,276	6,129	7,241	8,360	9,344	9,811	10,204
Subtotal, RPS Renewable Energy Requirements	**24,620**	**27,722**	**33,654**	**48,504**	**61,290**	**72,413**	**83,599**	**93,442**	**98,114**	**102,039**

It is important to note that, due to typical project development timelines associated with renewable generator development, MVU's near-term renewable energy requirements will likely need to be served by existing generators that have already qualified for California RPS eligibility. Looking forward, MVU may choose to contract with yet-to-be developed resources for renewable energy needs that have been identified in the medium- and long-term planning horizons. These planning horizons will allow sufficient time for necessary solicitation and contracting activities (to be completed by MVU) as well as new resource development. Based on recently completed renewable energy solicitations throughout the market, including the Small POU Group's recently administered RFI, there appears to be ample renewable energy supply available for interested buyers, although prices are above the cost of conventional energy purchases. As discussed in this Plan, before making firm purchase commitments for additional renewable energy supply, MVU will continue to evaluate the cost/rate impacts that would result from additional renewable energy procurement.

PROCUREMENT

MVU will procure its net open positions using a combination of power purchase agreements of various terms (short, medium, long) and demand-side programs. The potential for MVU owned generation projects is not specifically addressed in this Plan, as there is no eminent timetable for the development of such resources. Such discussion may be added in future updates to this Plan based on specific development opportunities that

are being considered by the Utility. This section describes the types of resources MVU may procure and discusses various considerations that may influence MVU's procurement efforts.

System Resources and Specified Power Purchases

MVU may engage in purchases of unspecified system energy or unit specific purchases from natural gas-fueled generation. Energy products may include peak, off-peak, baseload, and shaped energy. MVU may purchase energy and/or capacity at fixed prices, indexed prices or through tolling agreements. Under a tolling agreement, MVU would obtain the right to electricity produced by a natural gas generation facility, and MVU would deliver the natural gas to the facility for conversion into electrical energy. Purchases of system energy will typically be for short and medium terms (< 5 years). Unit-specific and tolling agreements may be for short, medium and long terms. Natural gas purchases associated with tolling agreements, if applicable, will typically be for short to medium terms.

MVU expects to contract with additional counterparties for supply of system energy and capacity in anticipation of the termination of the SENA agreement. Execution of master power purchase and sale agreements with multiple, credit-worthy counterparties in the near term will enable energy purchases through execution of transaction-specific confirmations at the appropriate time.

Capacity Resource Purchases

MVU may engage in purchases or sales of resource adequacy capacity from generation resources that qualify to meet resource adequacy requirements in accordance with CAISO rules. Terms may range from 1 month up to ten years. Capacity is also often bundled with energy and RECs under long-term renewable energy power purchase agreements, which may be pursued by MVU consistent with its RPS Procurement Plan.

Renewable Resource Power Purchases

MVU will use a portfolio risk management approach in its power purchasing program, seeking low cost supply as well as diversity among technologies, production profiles, generation project sizes, project locations, counterparty, length of contract and timing of market purchases. These factors are taken into consideration when MVU engages the market.

MVU will manage its forward load obligations and supply commitments with the objective of balancing cost stability and cost minimization, while leaving some flexibility to take advantage of market opportunities or technological improvements that may arise. MVU has identified its open position separately for renewable resources (by compliance category), conventional resources, and on a total portfolio basis. MVU endeavors to maintain portfolio coverage targets of up to 100% in the near-term (0 to 5 years) and leaves a greater portion open in the mid to long term, consistent with generally accepted industry practice.

Generally, the renewable portion of the portfolio is met with longer term contracts, providing cost stability for the supply portfolio. MVU's guidelines for long term, bundled renewable energy purchases are shown in Table 9. Note that such guidelines reflect the percentage of the Utility's renewable energy requirements that may be placed under contract during each of the identified time horizons; such percentages may be adjusted in consideration of cost limitation principles referenced in MVU's RPS Procurement Plan.

TABLE 9: MORENO VALLEY ELECTRIC UTILITY RENEWABLE ENERGY CONTRACTING GUIDELINES

Current Year	90% to 100%
Years 2 – 3	70% to 90%
Years 4 – 5	50% to 75%
Beyond Year 5	40% to 60%

MVU's supply preference is for a mix of renewable energy technologies that will deliver energy in a pattern that is generally consistent with MVU's load shape. Preferred purchase volumes from baseload (e.g., biomass, landfill gas, renewable fuel cells) and peaking renewable technologies (e.g., solar PV or CSP) should be in rough proportion to the Utility's load profile, subject to adjustments for market conditions and technology price differentials that exist at the time of purchase. Recent market data suggests that peaking resources are likely to comprise a larger proportion of the renewable supply portfolio due to the recent rapid declines in prices for solar PV generation projects and the abundance of such projects in development. The actual renewable portfolio during the planning period will likely be more heavily weighted toward peaking energy production due to the prevalence of competitively priced solar projects. These observations were confirmed during the recent evaluation of responses that were received following distribution of the Small POU Group's RFI fir RPS-qualifying renewable energy supplies. MVU may also engage in purchases from as-available renewable generation (e.g., wind) to the extent that energy prices reflect a lower value due to their intermittency.

MVU has no explicit policy preference for any specific qualifying renewable energy technology, apart from the pricing and production profile considerations described above.

Local Renewable Resource Development

As part of its, renewable energy procurement strategy, the Utility may choose to independently develop locally situated, customer-sited renewable energy projects. City leadership has expressed an interest in developing these smaller-scale projects to the greatest extent practical. However, prices available in the current wholesale market for utility-scale renewable energy continue to decrease, resulting in price comparisons (relative to smaller-scale distributed generation) that place locally situated renewable generating capacity at a competitive disadvantage. Depending on project-specific details, pricing associated with certain locally-situated renewable capacity may exceed utility-scale alternatives by 50-100%. In some instances, the local economic and political benefits associated with local capacity installation(s) may outweigh the noted cost premium. However, as the operator of a relatively new utility, the City must remain cautious when evaluating these tradeoffs to avoid imposing disproportionate rate impacts on its customers. Looking forward, the City may choose to pursue development of select, locally-situated renewable project opportunities to supplement purchases from utility-scale project alternatives and will continue to support customer-sited renewable projects through its MVU Solar Program.

Utility Energy Programs – MVU Solar Program

MVU has developed various customer-focused energy programs that are designed to reduce overall energy consumption and total service costs. Such programs are focused in the areas of energy efficiency, demand response/reduction and local distributed generation development. In particular, The MVU Solar Program provides certain financial incentives to MVU customers based on the installed capacity or system performance of locally installed solar projects ranging from one kilowatt to one megawatt in size. This program has been developed in consideration of SB 1 and CEC Guidelines focused on statewide solar

deployment. As previously discussed, customers will participate in MVU's NEM service option following system installation. Customers who install solar electric generation systems 30 kW, or less, will qualify for MVU's Expected Performance Based Buydown ("EPBB") program which has a current rebate level of $2.25 per AC watt installed. Customers installing solar electric generation systems larger than 30 kW will be subject to the Performance Based Incentive Rate ("PBI") which is paid over a 5 year period at a rate of 6 cents per kWh generated. MVU will own all the environmental attributes (RECs) produced for as long as the system exists. However, the customer may elect to retain the environmental attributes in exchange for a reduced incentive, which will consist of the PBI being paid over a 4 year period rather than 5 years. Stated rebate and incentive rates may change over time in consideration of various factors. Over the 10-year planning horizon, MVU anticipates that NEM participation will increase to approximately 3,000 kilowatts.

Key Procurement Considerations

MVU may use a variety of procurement methods to ensure the availability and/or delivery of requisite energy and capacity products. Traditional procurement methods include bilaterally negotiated agreements, competitive solicitations (examples include: request for proposals and request for offers), and standard offer approaches, such as the MVU Solar Program. The applicability of each procurement method will depend on a range of factors, which include lead time (the amount of time before the desired product must be available and/or delivered), product/resource specificity (the extent to which MVU requires a highly specified product or resource type), required quantity, term of delivery and total anticipated cost. To the extent that certain purchases are required to meet the near-term needs of MVU customers, the Utility may elect to pursue direct, bilateral discussions with qualified suppliers, so that necessary transactions can be completed in a timely manner. For known resource needs that are not time-sensitive, such as the procurement of future renewable energy requirements, MVU may utilize competitive solicitations to ensure consideration of a broad range of project/product options that will provide the best portfolio fit and value for MVU customers.

Regardless of the chosen procurement method, it will be important for MVU to administer a program that "stages" procurement activities so that the Utility and its customers are insulated from market conditions that exist at any single point in time – while effectively timing market purchases may result in substantial cost savings for MVU customers, this procurement approach exposes the Utility to significant risk. By observing an ongoing, staged approach to energy procurement that attempts to diversify purchases across a broad range of contract term lengths (with different start dates), resource types and suppliers, the potentially adverse effects of a volatile energy market can be minimized. The remainder of this section addresses certain key considerations that will be observed by MVU to promote this diversified approach to energy procurement.

Procurement Methods

For long term purchase commitments, MVU will typically use competitive solicitations which may take the form of an RFP or a similar process where a comparative analysis of proposals is made at a single point in time. A RFP may be used where a specific resource need has been identified, some degree of urgency exists in fulfilling the identified need, sufficient time exists to conduct an RFP, and management believes that an RFP would yield the most competitive outcome.

Bilaterally negotiated agreements in response to unsolicited proposals may be used for unique opportunities that are fleeting in nature such that timelines associated with an RFP would prevent MVU from engaging in beneficial procurement opportunities.

Short and medium term power purchases will typically be negotiated on a bilateral basis or via independent energy brokers, particularly in markets with sufficient market price transparency to ensure competitive procurement outcomes. These markets include 1) system energy at a defined CAISO trading hub for peak, off-peak, or baseload products; 2) unbundled RECs; and 3) short term resource adequacy capacity. This process allows for maximum operational flexibility to manage supply and demand imbalances in an efficient manner.

The Utility may also utilize ongoing, "seasonal" procurement processes and/or standard offer tariffs/contracts, as alternatives to the aforementioned procurement mechanisms. In the case of seasonal procurement processes, these mechanisms may be administered on an annual basis to address less urgent, longer term resource requirements in an opportunistic manner. Such processes also provide a good source of market intelligence while imposing moderate administrative burdens. Ongoing renewable energy and resource adequacy capacity needs tend be well suited for such processes, as the Utility will want to regularly engage the market to determine pricing trends and product availability.

With regard to stand offer tariffs/contracts, such as renewable energy feed-in tariffs, these procurement options allow the Utility to develop narrowly defined product and contracting requirements which must be agreed to by all interested counterparties. Standard offer tariffs/contracts provide a useful mechanism for addressing select resource needs of the utility, particularly locally-situated renewable energy projects/products. Through a feed-in tariff the Utility will be able to specify applicable pricing, product quantities and project locations that will apply to all interested projects. In the event that the feed-in tariff is not fully subscribed (i.e., the specified energy or capacity limit has not been reached/achieved), additional qualifying projects will be able to engage the Utility through an expedited application and contracting process (which would require the acceptance of all specified terms, without modification) that minimizes the need for administrative approvals. Such procurement options may be well suited to advance locally developed renewable generating capacity without exposing the Utility to various project development risks and financing costs.

Procurement Authorities

Energy procurement authority varies depending upon the nature of the energy product being procured and the financial commitment associated with related agreements. MVU has adopted guidelines related to such purchases that balance the need for time-sensitive action and fiscal oversight. The appropriate procurement method and procurement authority are generally defined by the term of the energy product purchase, consistency with an approved resource plan, and whether capital financing is required.

The Moreno Valley City Council establishes procurement policies and objectives through adoption of the resource plan and related procedures. The Electric Utility Manager is authorized to execute certain contracts for energy products that are consistent with the approved resource plan, while other resource commitments require City Manager or City Council pre-approval prior to execution.

For shorter term power purchases, it is appropriate for the Electric Utility Manager to have discretion in contracting, consistent with its responsibilities and expertise in efficiently operating the Electric Utility. Time is often of the essence in such transactions, and these transactions are unlikely to raise policy considerations that require Council input. For long-term commitments, it is appropriate for the City Council to exercise a greater degree of oversight. The various energy procurement authorities are as follows:

Short-term contracts

Power purchase agreements (energy, capacity, RECs) with terms of 12 months or less may be entered into on MVU's behalf by the Electric Utility Manager. The Electric Utility Manager will report all such contracts to the City Council on a monthly basis.

Medium-term contracts

Power purchase agreements (energy, capacity, RECs) with terms of greater than 12 months and less than or equal to 5 years and which are made pursuant to a Council approved resource plan may be entered into by the City Manager. The Electric Utility Manager and/or City Manager will report all such contracts to the City Council on a monthly basis.

Long-term contracts

Power purchase agreements (energy, capacity, RECs) with terms of greater than 5 years shall require City Council approval prior to execution.

Capital Projects and Debt

Contracts associated with MVU ownership of generation assets or the assumption of debt by MVU in support of generation projects or power purchase agreements require City Council pre-approval.

Other Energy Procurement

Any procurement of energy products that is inconsistent with or that is not addressed in the adopted resource plan requires City Council pre-approval.

DOCUMENT REVISIONS

TABLE 10: MORENO VALLEY ELECTRIC UTILITY 10-YEAR RESOURCE PLAN – HISTORY OF DOCUMENT REVISIONS

Version	Approval Date	Description of Changes
1.0.D	NA	Initial Draft

APPENDIX A: LOAD AND RESOURCE TABLES

Moreno Valley Electric Utility Resource Balance

May-13

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Energy Requirements (MWh)										
Retail Load	123,101	138,858	168,574	194,366	227,408	250,149	270,161	283,669	297,852	309,766
Energy Efficiency and Distributed Generation	0	-250	-303	-350	-409	-450	-486	-511	-536	-558
Retail Load (Net of EE/DG)	123,101	138,608	168,270	194,016	226,999	249,698	269,674	283,158	297,316	309,208
Distribution Line Losses and Unaccounted For Energy	7,386	8,316	10,096	11,641	13,620	14,982	16,180	16,989	17,839	18,553
Total Energy Requirements	130,487	146,925	178,367	205,657	240,618	264,680	285,855	300,147	315,155	327,761
Renewable Energy Content (%)										
RPS Qualifying	20%	20%	20%	25%	27%	29%	31%	33%	33%	33%
Bucket 1 Minimum Limits	50%	65%	65%	65%	75%	75%	75%	75%	75%	75%
Bucket 2 Maximum Limits	50%	35%	35%	35%	25%	25%	25%	25%	25%	25%
Bucket 3 Maximum Limits	25%	15%	15%	15%	10%	10%	10%	10%	10%	10%
Renewable Energy Requirements(GWh)	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**
Bucket 1 (Bundled, In-State)	12,310	18,019	21,875	31,528	45,967	54,309	62,699	70,082	73,586	76,529
Bucket 2 (Bundled, Firmed and Shaped)	6,155	5,544	6,731	9,701	9,193	10,862	12,540	14,016	14,717	15,306
Bucket 3 (REC Only)	6,155	4,158	5,048	7,276	6,129	7,241	8,360	9,344	9,811	10,204
Subtotal, RPS Renewable Energy Requirements	**24,620**	**27,722**	**33,654**	**48,504**	**61,290**	**72,413**	**83,599**	**93,442**	**98,114**	**102,039**
Conventional Energy Requirements (includes energy bundled with Bucket 3)	**112,022**	**123,361**	**149,761**	**164,428**	**185,458**	**199,509**	**210,616**	**216,050**	**226,852**	**235,926**
Existing and Planned Renewable Resources (GWh)										
Subtotal Bucket 1	-	-	-	-	-	-	-	-	-	-
Subtotal Bucket 2	-	-	-	-	-	-	-	-	-	-
Subtotal Bucket 3	6,155	-	-	-	-	-	-	-	-	-
Subtotal, Existing and Planned RPS Renewable Resources	**6,155**	-	-	-	-	-	-	-	-	-
Open Position, RPS Renewables (GWh)										
Bucket 1	12,310	18,019	21,875	31,528	45,967	54,309	62,699	70,082	73,586	76,529
Bucket 2	6,155	5,544	6,731	9,701	9,193	10,862	12,540	14,016	14,717	15,306
Bucket 3	0	4,158	5,048	7,276	6,129	7,241	8,360	9,344	9,811	10,204
Subtotal, Open Position, Renewables	**18,465**	**27,722**	**33,654**	**48,504**	**61,290**	**72,413**	**83,599**	**93,442**	**98,114**	**102,039**
Future Renewable Resources (GWh)										
Generic Renewables										
Bucket 1	-	-	-	-	-	-	-	-	-	-
Bucket 2	-	-	-	-	-	-	-	-	-	-
Bucket 3	-	-	-	-	-	-	-	-	-	-
Subtotal Future RPS Renewable Resources (GWh)	-	-	-	-	-	-	-	-	-	-
Open Position, RPS Renewable Energy (GWh), Net of Future Generic Renewables										
Bucket 1	12,310	18,019	21,875	31,528	45,967	54,309	62,699	70,082	73,586	76,529
Bucket 2	6,155	5,544	6,731	9,701	9,193	10,862	12,540	14,016	14,717	15,306
Bucket 3	0	4,158	5,048	7,276	6,129	7,241	8,360	9,344	9,811	10,204
Subtotal, Net Open Position, RPS Renewable Energy	**18,465**	**27,722**	**33,654**	**48,504**	**61,290**	**72,413**	**83,599**	**93,442**	**98,114**	**102,039**
RPS Renewable Requirements Coverage (%)	**25%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**
Existing and Planned Conventional Resources (GWh)										
SENA 2009 Peak	65,392	32,064	-	-	-	-	-	-	-	-
SENA 2009 Off Peak	34,248	16,200	-	-	-	-	-	-	-	-
Subtotal, existing Conventional Resources	**99,640**	**48,264**	-	-	-	-	-	-	-	-
Open Position, Conventional Energy (GWh)	12,382	75,097	149,761	164,428	185,458	199,509	210,616	216,050	226,852	235,926
Futrure Conventional Resources (GWh)										
Generic conventional resources	-	-	-	-	-	-	-	-	-	-
Net Open Position, Conventional Energy (GWh)	**12,382**	**75,097**	**149,761**	**164,428**	**185,458**	**199,509**	**210,616**	**216,050**	**226,852**	**235,926**
Conventional Requirements Coverage (%)	**89%**	**39%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**
Total Energy Under Contract (GWh)	**99,640**	**48,264**	-	-	-	-	-	-	-	-
Net Open, All Physical Energy (GWh)	**30,847**	**98,661**	**178,367**	**205,657**	**240,618**	**264,680**	**285,855**	**300,147**	**315,155**	**327,761**
Total Energy Contract Coverage (%)	**76%**	**33%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**

MV00203137

APPENDIX B: RENEWABLE ENERGY RESOURCES PROCUREMENT PLAN

MV00203138

APPENDIX C: RESOURCE ADEQUACY PROGRAM

MV00203139

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: June 11, 2013

TITLE: APPROVE RESOLUTION NO. 2013-37 ADOPTING A RENEWABLE ENERGY RESOURCES PROCUREMENT PLAN PURSUANT TO CALIFORNIA SENATE BILL 2-1X (SB2-1X).

RECOMMENDED ACTION

Recommendation:

1. Approve Resolution No. 2013-37 adopting a Renewable Energy Resources Procurement Plan pursuant to California Senate Bill 2-1X.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A.

BACKGROUND

California Senate Bill 2-1X (SB 2-1X) became effective December 10, 2011. The bill requires all publicly owned utilities to adopt a Renewable Portfolio Standard (RPS) program with prescribed goals for procuring renewable energy resources and the criteria for achieving such goals. The bill also requires publicly owned utilities to adopt a plan for enforcing the provisions of the bill. The City Council adopted the Renewable Energy Resources Enforcement Program ("RPS Enforcement Program") on January 10, 2012. Through the RPS Enforcement Program, the City Council established the following, consistent with the requirements of SB 2-1X:

- Three (3) compliance periods –
  - Compliance period one: January 1, 2011 through December 31, 2013
  - Compliance period two: January 1, 2014 through December 31, 2016
  - Compliance period three: January 1, 2017 through December 31, 2020

- Procurement targets as a percentage of retail sales –
  - Compliance period one: an average of 20% RPS eligible resource procurement
  - Compliance period two: by December 31, 2016, 25% RPS eligible resource procurement
  - Compliance period three: by December 31, 2020, 33% RPS eligible resource procurement
- Three broad categories of eligible resources based on where and how a resource is procured.
- The criteria by which the City Council may waive or reduce a procurement content requirement, such as conditions beyond the control of the City including inadequate transmission capacity, delays due to permitting, and/or interconnection issues, or inadequate supply of eligible renewable resources.
- The City Council may adopt measures permitting the City to accumulate excess procurement in one period to be applied to any subsequent compliance period.
- The City Council may establish a limitation on the procurement expenditures for all RPS eligible resources.

Section 10 of the RPS Enforcement Program directed the City Manager to develop and present an RPS Procurement Plan to the City Council.

DISCUSSION

The Procurement Plan describes in greater detail how the renewable energy targets established for each compliance period will be achieved.

Compliance Period 1

Moreno Valley Utility (MVU) has purchased eligible renewable energy resources in an amount which is approximately 25% of its total projected RPS procurement obligation for Compliance Period 1. Upon approval of the RPS Procurement Plan by the City Council, MVU will act in good faith to purchase and schedule the maximum amount of eligible renewable energy resources that can be obtained through the end of Compliance Period 1; provided, however, that the amount of dollars expended on eligible renewable energy resources shall not exceed the applicable cost limitations.

Compliance Period 2

For the three-year period beginning January 1, 2014 and ending December 31, 2016 ("Compliance Period 2") MVU will act in good faith to procure and schedule sufficient RPS-eligible resources to equal the sum of the following: (20 percent of 2014 retail sales) + (20 percent of 2015 retail sales) + (25 percent of 2016 retail sales), provided, however, that the amount of dollars expended on eligible renewable energy resources shall not exceed the applicable cost limitations.

Compliance Period 3

For the four-year period beginning January 1, 2017 and ending December 31, 2020 ("Compliance Period 3"), MVU shall procure sufficient eligible renewable energy resources to equal the sum of the following: (25 percent of 2017 retail sales) + (25 percent of 2018 retail sales) + (25 percent of 2019 retail sales) + (33 percent of 2020 retail sales); provided, however, that the amount of dollars expended on eligible renewable energy resources shall not exceed the applicable cost limitations.

Cost Limitations

The Procurement Plan recommends establishing Cost Limitations regarding the purchases of renewable energy. The Cost Limitation is the maximum amount that the City will spend on renewable energy to prevent MVU rates from exceeding those of SCE, to allow MVU to build reserves, and to allow MVU to comply with other mandates. The Cost Limitation for Compliance Period 1 is proposed to be $400,000. The Cost Limitation for Compliance Periods 2 and 3 are proposed to be an amount not to exceed 2.5% of total annual revenue from electricity sales to retail customers. The Cost Limitation will be reviewed on an annual basis.

ALTERNATIVES

1. Approve the proposed Resolution, adopting a Renewable Energy Procurement Plan pursuant to California Senate Bill 2-1X. Staff recommends this alternative.

2. Do not approve the proposed Resolution, adopting a Renewable Energy Procurement Plan pursuant to California Senate Bill 2-1X. Staff does not recommend this alternative. *The City could be found non-compliant with the State mandate for renewable energy.*

FISCAL IMPACT

The Procurement Plan proposes renewable energy purchases in an amount not to exceed $400,000 for Compliance Period 1, and an amount not to exceed 2.5% of total annual revenues from electricity sales to retail customers for Compliance Periods 2 and 3. These amounts will be budgeted each fiscal year in Purchased Power, account 6010-70-80-45510-710110.

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:

The diversified portfolio of the City's power supply resources will foster a positive environment and potentially help contribute to the reduction of the State's reliance on fossil-fueled generation.

NOTIFICATION

Posting of agenda, and notices published in a newspaper of general circulation on May 16 and May 23, 2013.

ATTACHMENTS

Attachment 1 – Proposed Resolution

Attachment 2 – MVU Renewable Energy Resources Procurement Plan.

Prepared By:
Jeannette Olko
Electric Utility Division Manager

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING A RENEWABLE ENERGY RESOURCES PROCUREMENT PLAN PURSUANT TO CALIFORNIA SENATE BILL 2-1X

WHEREAS, the City of Moreno Valley (the "City") is authorized under various provisions of the California Constitution and the general laws of California (including, specifically, Article XI, Section 9(a) of the California Constitution, Public Utilities Code Section 10004, and Government Code section 39732(a)) to establish, purchase, and operate a public utility to furnish its inhabitants with, among other things, electricity; and

WHEREAS, on June 26, 2001, the City Council of the City of Moreno Valley approved Resolution No. 2001-33 and, as amended by Resolution 2002-46, authorized the formation of a municipally owned utility for the purpose of providing electrical power, storm water, telephone telecommunications, cable TV, water, natural gas, and sanitary sewer; and

WHEREAS, as a municipal electric utility, the City is generally subject to the legislative and regulatory requirements applicable to local publicly owned electric utilities ("POUs"); and

WHEREAS, the State of California passed Senate Bill 2 (1st Extraordinary Session) ("SB 2-1X"), effective as of December 10, 2011, requiring POUs, including the City, to adopt and implement, among other things, a renewable energy resources enforcement program that requires POUs to procure a minimum quantity of eligible renewable energy resources over certain periods, subject to a cost limitation and other flexible compliance measures adopted by the POUs' respective governing board; and

WHEREAS, in accordance with Public Utilities Code section 399.30(e) (added by SB 2-1X), the City Council, as the governing board of the City, adopted Resolution 2012-02 on January 10, 2012, adopting and establishing a renewable energy resources enforcement program for the enforcement of the City's obligations under SB 2-1X ("RPS Enforcement Program"); and

WHEREAS, in accordance with Public Utilities Code section 399.30(a), the RPS Enforcement Program directs staff to develop and present a renewable energy resources procurement plan ("RPS Procurement Plan") to the City Council; and

WHEREAS, the City has taken various steps, including the City's participation in a request for information distributed jointly by several small POUs, to obtain information from market participants on the expected cost and sufficiency of supply of renewable resources meeting the requirements of SB 2 1-X and the unique portfolio risks and cost limitations of small POUs ("RPS Information"); and

WHEREAS, the City has analyzed the RPS Information and factors underlying the use of flexible compliance measures in a manner that assures good faith compliance with SB 2 1-X while recognizing the unique circumstances facing the City as a small POU; and

WHEREAS, based on information and factors analyzed by the City, the City has developed a draft RPS Procurement Plan that (1) describes the resources the City plans to use to meet the procurement targets described in the RPS Enforcement Program and (2) includes the flexible compliance measures that the City requests the City Council to adopt for the first compliance period under SB 2 1-X;

WHEREAS, the City has provided notice and distributed material related to its draft RPS Procurement Plan in accordance with Public Utilities Code section 399.30(f); and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The RPS Procurement Plan set forth in Attachment 2, which is attached hereto and incorporated herein, is hereby approved and adopted.

SECTION 2. As authorized in SB 2 1-X, flexible compliance measures are hereby approved and adopted, as follows:

A cost limitation for procurement expenditures is hereby approved and adopted (as described in Section 7 of the RPS Procurement Plan).

SECTION 3. The City Manager or his/her authorized designee is authorized and directed to do and perform all acts required to implement the RPS Procurement Plan, and to periodically report to the City Council.

APPROVED AND ADOPTED this 11th day of June, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00203146

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-37 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day ofJune, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Renewable Energy Resources Procurement Plan

This Renewable Energy Resources Procurement Plan ("RPS Procurement Plan") shall apply to the City of Moreno Valley operating through its municipal electric utility ("City").

Section 1: Definitions

The definitions set forth in Public Resources Code ("PRC") § 25741 and Public Utilities Code ("PUC") § 399.12 are incorporated herein. Capitalized terms in this RPS Procurement Plan, as first identified in parentheses, shall have the meaning given to such term in the body of this RPS Procurement Plan

Section 2: Previous Adoption of the RPS Enforcement Program

As required in Senate Bill 2 in the 2011-2012 First Extraordinary Session ("SB 2-1X") with respect to California's renewables portfolio standard ("RPS"), the City Council adopted the Renewable Energy Resources Enforcement Program ("RPS Enforcement Program") on January 10, 2012. Through the RPS Enforcement Program, the City Council established three compliance periods consistent with SB 2-1X, adopted RPS-eligible procurement goals for each of the three compliance periods and described the framework for how the City would implement the requirements and measures in SB 2-1X with respect to the RPS program. Section 10 of the RPS Enforcement Program directed the City Manager to develop and present an RPS Procurement Plan to the City Council.

Section 3: Purpose

This document comprises the City's RPS Procurement Plan. This RPS Procurement Plan describes how the City will achieve its RPS procurement requirements consistent with optional compliance measures specified in SB 2-1X and applicable to the City's status as a small publicly owned utility ("POU").

Section 4: Specified RPS Procurement Targets

SB 2-1X has the purpose of meeting the State's RPS requirements of 33% for all utilities by 2020. In the RPS Enforcement Program, the City Council adopted general RPS procurement targets for each of the three Compliance Periods. Pursuant to PUC § 399.30(b) and (c), the City Council adopts and further specifies the RPS procurement targets, as follows:

Compliance Period 1

As of the date of adoption of this RPS Procurement Plan the City has procured Eligible Renewable Energy Resources (as defined under the CEC Enforcement Procedures for the RPS for Local Publicly Owned Utilities) in an amount which satisfies approximately 25% of its total projected RPS procurement obligation for the three-year period beginning January 1, 2011 and ending December 31, 2013 ("Compliance Period 1"). Upon approval of this RPS Procurement Plan by the City Council, the City will act in good

faith to purchase and schedule the maximum amount of Eligible Renewable Energy Resources that can be obtained through the end of Compliance Period 1; provided, however, that the additional costs incurred due to procurement of Eligible Renewable Energy Resources, determined as the difference in the projected cost of conventional energy resources and the projected cost of Eligible Renewable Energy Resources ("Incremental RPS Procurement Cost") shall not exceed $400,000, which, in addition to costs already incurred prior to approval of this RPS Procurement Plan, is the amount adopted by the City Council as the cost limitation for Compliance Period 1 as described hereunder in Section 7. The following table provides additional detail regarding the City's Compliance Period 1 procurement targets with regard to each of the Portfolio Content Category products that have been described in the RPS.

Compliance Period 1
January 1, 2011 – December 31, 2013

	2011	2012	2013	Total
Actual/Forecasted* Retail Sales (Net of Energy Efficiency and Distributed Generation, MWh)	106,430	108,078	123,101	337,610
Planned RPS Purchases (% of Total)	20%	20%	20%	20%
RPS Procurement Obligation (MWh)	21,286	21,616	24,620	67,522
Minimum Procurement of Portfolio Content Category 1 (MWh)	10,643	10,808	12,310	33,761
Maximum Procurement of Portfolio Content Category 3 (Certificates)	5,322	5,404	6,155	16,880
Residual Procurement from Portfolio Content Category 2 Resources (MWh)	5,322	5,404	6,155	16,880

Compliance Period 2

For the three-year period beginning January 1, 2014 and ending December 31, 2016 ("Compliance Period 2") the City will act in good faith to procure and schedule sufficient Eligible Renewable Energy Resources to equal the sum of the following: (20 percent of 2014 retail sales) + (20 percent of 2015 retail sales) + (25 percent of 2016 retail sales) provided, however, that the Incremental RPS Procurement Cost shall not exceed the applicable cost limitations described in Section 7. The following table provides

additional detail regarding the City's Compliance Period 2 procurement targets with regard to each of the Portfolio Content Category products.

Compliance Period 2
January 1, 2014 – December 31, 2016

	2014	2015	2016	Total
Actual/Forecasted* Retail Sales (Net of Energy Efficiency and Distributed Generation, MWh)	138,608	168,270	194,016	500,895
Planned RPS Purchases (% of Total)	20%	20%	25%	21.9%
RPS Procurement Obligation (MWh)	27,722	33,654	48,504	109,880
Minimum Procurement of Portfolio Content Category 1 (MWh)	18,019	21,875	31,528	71,422
Maximum Procurement of Portfolio Content Category 3 (Certificates)	4,158	5,048	7,276	16,482
Residual Procurement from Portfolio Content Category 2 Resources (MWh)	5,544	6,731	9,701	21,976

Compliance Period 3

For the four-year period beginning January 1, 2017 and ending December 31, 2020 ("Compliance Period 3"), the City will act in good faith to procure sufficient Eligible Renewable Energy Resources to equal the sum of the following: (27 percent of 2017 retail sales) + (29percent of 2018 retail sales) + (31 percent of 2019 retail sales) + (33 percent of 2020 retail sales); provided, however, that the Incremental RPS Procurement Cost shall not exceed applicable cost limitations described in Section 7. The following table provides additional detail regarding the City's Compliance Period 3 procurement targets with regard to each of the Portfolio Content Category products.

Compliance Period 3
January 1, 2017 – December 31, 2020

	2017	2018	2019	2020	Total
Actual/Forecasted* Retail Sales (Net of Energy Efficiency and Distributed Generation, MWh)	226,999	249,698	269,674	283,158	1,029,529
Planned RPS Purchases (% of Total)	27%	29%	31%	33%	30.2%
RPS Procurement Obligation (MWh)	61,290	72,413	83,599	93,442	310,743
Minimum Procurement of Portfolio Content Category 1 (MWh)	45,967	54,309	62,699	70,082	233,057
Maximum Procurement of Portfolio Content Category 3 (Certificates)	6,129	7,241	8,360	9,344	31,074
Residual Procurement from Portfolio Content Category 2 Resources	9,193	10,862	12,540	14,016	46,611

Subsequent Annual Compliance Periods

For each subsequent annual compliance period, the City will act in good faith to procure sufficient Eligible Renewable Energy Resources to equal an average of 33 percent of retail sales; provided, however, that the Incremental RPS Procurement Cost shall not exceed the applicable cost limitations described in Section 7.

Section 5: Status of RPS Procurement Efforts

A. Purchase of Unbundled Renewable Energy Credits

The City entered into a Renewable Energy Credits Agreement ("Agreement") with Iberdrola Renewables, Inc. on February 22, 2012 for the purpose of purchasing renewable energy certificates/credits ('RECs") that would facilitate the City's compliance with applicable provisions of SB 2-1X. The Agreement specified delivery of 16,687 unbundled RECs produced by RPS-eligible wind generating facilities during the 2011 calendar year. As noted, the City entered into this Agreement in an effort to demonstrate measurable progress towards meeting California's RPS procurement target for Compliance Period 1. This certificate volume represents approximately 25% of the

City's renewable energy procurement obligation for Compliance Period 1, which totals approximately 68,000 MWhs.

B. Request for Information – RPS Procurement

Concurrent with development and adoption of this RPS Procurement Plan, the City Manager has commissioned the development of a 10-year resource plan, which describes the applicable policies, procurement processes and resource requirements to meet the City's current and future electric loads. The resource plan will evolve over time as additional information is obtained. Based on information contained in the current resource plan, the City Council makes the following findings:

i. California's renewable energy market has been changing rapidly and may now provide more competitive opportunities for the City. Legislative mandates and implementing regulations, conditions of over-supply in the solar industry, the demonstration of near-term RPS compliance by California's investor owned utilities (the industry's largest renewable energy buyers), and many other factors have exerted significant downward pressure on prices associated with various utility-scale renewable energy projects/technologies.

ii. Somewhat offsetting these downward pressures are planned procurement increases, which are specified in California's RPS, in the amounts of in-state renewable energy products that must be purchased by jurisdictional load serving entities, including the City – these regulatory requirements have lead some renewable energy suppliers and project developers to incorporate price increases in longer-term contracting proposals (for California-based generators), as there appears to be some uncertainty regarding planned resource availability (more specifically, the likelihood of success associated with various projects that are included in the interconnection queue/development pipeline) and future renewable energy pricing/value.

iii. The California renewable energy market has attracted many relatively inexperienced project developers, which have viewed the current legislative/regulatory environment in a very opportunistic manner. As a result, contracting opportunities are plentiful but the ability of certain developers to successfully finance these projects is questionable. The City must carefully assess risk associated with any contracting opportunities and take appropriate measures to mitigate any such risk.

iv. Photovoltaic solar has experienced the deepest price reductions over the past 18-24 months. During this time period, utility-scale solar energy pricing has dropped nearly 50%: prices have fallen from the $150/MWh+ range to approximately $70-$85/MWh on a levelized basis.

v. Wind pricing proposals continue to be received in the range of $70/MWh to $90/MWh; this intermittent resource may result in certain imbalance, system integration and/or congestion charges that will increase overall costs associated with project deliveries. Baseload renewable resources, such as biomass, biogas, and geothermal technologies, continue to price energy in the range of $80/MWh to $100/MWh, which captures the additional value associated with minimized production variation and reserve capacity.

vi. Renewable energy contracting opportunities were not economically viable for the City during the initial months of Compliance Period 1 when renewable energy prices were much higher than they are today. However, relatively recent price reductions present new contracting opportunities for the City, and these recent price reductions require consideration relative to the cost limitations provisions identified in Section 7.

vii. In an effort to better understand Eligible Renewable Energy Resource availability, pricing and transactional terms, in October 2012, the Small POU Group, which includes the City, the Cerritos Electric Utility, the Corona Department of Water & Power, the Eastside Power Authority, the Rancho Cucamonga Municipal Utility and Victorville Municipal Utility Services, issued a Request for Information ("RFI") focused on Eligible Renewable Energy Resources in October 2012. The RFI was issued for the purpose of gathering relevant information from sellers of Eligible Renewable Energy Resources sufficient to allow the POUs in the Small POU Group to develop renewable energy resource procurement plans pursuant to PUC Section 399.30 (a), and to evaluate costs and options in connection with their respective obligations for Compliance Periods 1, 2 and 3 pursuant to PUC Section 399.30(b). The Small POU Group received many viable project opportunities proposed by qualified developers. Through these responses, the renewable energy market demonstrated that there is, depending on the outcome of negotiations and risk assessment, adequate supply to meet the near- and long-term renewable energy needs of the City. Based on the results of the RFI, the incremental cost of RPS compliance is estimated in the following table. Note that these estimates are subject to change and broadly reflect of market conditions as of April 2013.

	Compliance Period 1			Compliance Period 2		
	2011	2012	2013	2014	2015	2016
Total RPS Compliance Cost - Low Range* (Premium Only - $)	$ 369,845	$ 375,572	$ 427,777	$ 492,752	$ 512,384	$ 656,016
Total RPS Compliance Cost - High Range* (Premium Only - $)	$ 651,885	$ 661,980	$ 753,995	$ 921,052	$ 1,032,339	$ 1,405,402

	Compliance Period 3			
	2017	2018	2019	2020
Total RPS Compliance Cost - Low Range* (Premium Only - $)	$ 740,583	$ 702,277	$ 697,782	$ 883,028
Total RPS Compliance Cost - High Range* (Premium Only - $)	$ 1,693,976	$ 1,751,010	$ 1,830,414	$ 2,452,856

Section 6: Application of Banking Rules

Pursuant to PUC § 399.30(d)(1), and consistent with Section 8 of the RPS Enforcement Program, the City Council adopts the following rules for excess procurement:

A. The City may apply excess procurement in one compliance period to a subsequent compliance period, subject to the following limitations: Electricity products that exceed the maximum limit for Portfolio Content Category 3, as specified in PUC § 399.16(c), must be subtracted from the calculation of excess procurement.

B. The City may begin accruing excess procurement as of January 1, 2011.

C. Excess procurement meeting these requirements may be applied to any future compliance period and shall not expire.

Section 7: Application of Flexible Compliance Mechanisms

A. Cost Limitation

1. *Relevant Factors.* The following factors are relevant to the City's adoption of cost limitations and potential application of cost limitations to reduce the amount of Eligible Renewable Energy Resources that the City may procure to meet its RPS obligation:

   i. The City is one of the smallest POUs in California and has been in operation less than 10 years. The City incurred significant start up costs, including payment of exit fees to Southern California Edison, and the City may not able to procure Eligible Renewable Energy Resources in volumes sufficient to satisfy its RPS targets without imposing disproportionate rate impacts on the City's customers.
   ii. The City's rates cannot exceed those of Southern California Edison without creating a disproportionate rate impact on the City's customers.
   iii. The City has conducted cost of service studies, and has adopted a resource adequacy policy. The City is beginning to establish financial reserves and rate stabilization funds consistent with prudent utility practices. Procuring Eligible Renewable Energy Resources in amounts which exceed cost limitations described below in Sections 7.A.3 and 7.A.4 could compromise the City's ability to accrue reserves and/or meet other procurement obligations focused

on grid reliability and sufficiency of supply (such as Resource Adequacy).

2. *Information Reviewed* – Pursuant to PUC § 399.30(d)(3), and consistent with Section 9 of the RPS Enforcement Program, the City Council has relied on the following information to establish a limitation on the Incremental RPS Procurement Costs for all Eligible Renewable Energy Resources: i) The information on cost and availability of Eligible Renewable Energy Resources which is contained in this RPS Procurement Plan and which was obtained through the aforementioned RFI; ii)the expected cost of building, owning and operating an Eligible Renewable Energy Resource, as described in Section 5; and iii) the potential that some planned resource additions may be delayed or cancelled.

3. *Establishment of Initial Cost Limitation* – The City Council hereby establishes a limitation on the Incremental RPS Procurement Costs for Compliance Period 1 of $400,000 plus the cost of Renewable Energy Credits purchased to meet a portion of the City's Compliance Period 1 obligation ("Initial Cost Limitation"). For Compliance Period 1, the City is not obligated to expend any funds on RPS procurement in excess of the Initial Cost Limitation.

4. *Establishment of Cost Limitation for Compliance Period 2 and Compliance Period 3 and thereafter* – The City Council hereby establishes a cost limitation on the Incremental RPS Procurement Cost as follows:

    i. 2.5% of total annual revenues from electricity sales to retail customers. not including public goods charges and taxes;
    ii. In no event shall the purchase of renewable energy volumes required to ensure the City's compliance with applicable RPS procurement guidelines result in customer rate impacts that would lead to the City' electric rates exceeding those of Southern California Edison.

5. *Modifications to Cost Limitation* – The City will review the cost limitations annually as part of its budget process to determine whether (i) the cost limitations continue to assure that there are no disproportionate rate impacts between the City's customers and those of Southern California Edison in the City of Moreno Valley; (ii) that the cost limitations are not unreasonably restricting the City in pursuing longer term, lower risk investment in Eligible Renewable Energy Resources, and (iii) that the City is able to continue to demonstrate good faith in pursuing the objectives of SB 2-1X and

meeting the State's overall RPS goals. In approving contracts for the purchase of Eligible Renewable Energy Resources, the City reserves the right to exceed cost limitations if the contract provides offsetting benefits to the electric customers of the City.

B. Modification of the Portfolio Content Category Requirements

Consistent with PUC § 399.16(e), and as described in Section 6 of the RPS Enforcement Program, the City Council may modify the minimum and maximum requirements in PUC § 399.16(c) for the various portfolio content categories ("PCC Requirements") if the City demonstrates that it cannot comply with the PCC Requirements because of: (a) conditions beyond the control of the City due to any of the conditions set forth in PUC § 399.15(b)(5), PUC § 399.15(c), or other conditions adopted by the City Council based on facts reasonably found by the City Council to be consistent with the intent of PUC § 399.15(b)(5), PUC § 399.15(c), or PUC § 399.18 and the unique circumstances facing the City as a small POU.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: June 11, 2013

TITLE: MORENO VALLEY ELECTRIC UTILITY (MVU) SOLAR INCENTIVE PROGRAM 2013/14 UPDATES

RECOMMENDED ACTION

Recommendation:

1. Approve Moreno Valley Electric Utility (MVU) Solar Incentive Program 2013/14 updates.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

California Senate Bill No. 1 (SB 1), (Murray, Chapter 132, Statutes of 2006) was signed into law in August 2006. The bill edits Division 15 of the Public Resources Code, amends Section 2827, and adds to Sections 387.5 and 2851 to the Public Utilities Code relating to solar electricity. This bill is designed to encourage the development and use of solar energy and to provide information to the public concerning solar devices.

The history of City Council approved solar program measures include: Resolution 2007-146 on December 11, 2007, establishing a Solar Incentive Program for Moreno Valley Electric Utility; the MVU 2008 Solar Special Program on August 26, 2008, which further defined the program; the amendments to the Solar Incentive Program on May 24, 2011, which included the definition of the minimum and maximum installation size that meets program requirements, and the definition of the cut-off between the Expected Performance Based Buy down (EPBB) incentives, and the Performance Based Incentive (PBI); the revision of the Net Energy Metering Agreement for the MVU Solar

Program on October 11, 2011; Resolution 2012-06 on January 24, 2012, establishing Electric Rates for Net Energy Metering (NEM) Surplus Energy Compensation for Moreno Valley Electric Utility; and Updates to Moreno Valley Electric Utility Solar Program on June 12, 2012.

DISCUSSION

The creation of SB 1 intended to further the state goal of encouraging the installation of 3,000 megawatts of photovoltaic solar energy in California within 10 years. MVU's Solar Program is intended to meet the requirements of the California Solar Initiative and SB 1. The program has been funded by Public Purpose funding which City Council formally adopted on January 13, 2004. The Program amendments have reflected the ongoing changes being made at the State Legislative Level, and the California Energy Commission (CEC).

Conforming to the rules of SB 1, the following guidelines are included in the MVU Solar Incentive Program:

a) The customer's installation is designed to offset all or part of the consumer's own electricity demand;
b) All components of the installation are new and unused;
c) The major components are warrantied for not less than 10 years;
d) The customer's installation must be located on the same premises of the end-use consumer;
e) The system must be connected to MVU's electrical distribution system;
f) There must be an electric meter in place to monitor and measure the system's performance and the quantity of electricity generated by the system;
g) The installation must be in conformance with the manufacturer's specifications and in compliance with all applicable electrical and building code standards;
h) The minimum installation size eligible for a rebate is 1 kW (1,000 watts) and the maximum installation size eligible for a rebate is 1 MW (1,000,000 watts);
i) Customers installing solar electric generation systems larger than 30 kW will be subject to a Performance Based Incentive Rate (PBI). This incentive is paid over a 5 year period at a rate of 5 cents per kWh generated. Installations smaller than 30 kW will fall under the Expected Performance Based Buydown (EPBB) rebate program;
j) All incentives are based on availability of funds, on a first-come-first-served basis.

To date, the MVU Solar Electric Incentive Program has provided over $500,000 in rebates. The MVU grid has over 1 megawatt of connected solar generation. The proposed updates are intended to follow the requirements of SB1 and the California Solar Initiative and create an equitable rebate system to benefit MVU customers and are listed below:

1) For solar installations under 30 kW, the rebate will be $2.00 per AC watt, installed;

2) For solar installations under 30 kW, rebate amounts cannot exceed $14,000 for residential systems or $50,000 for small commercial or 50% of the total cost of the project;
3) All systems over 30 kW will have Professional Engineer's (Electrical) approval before submittal;
4) Customers will only receive rebates for systems installed that are sized at 100% of the maximum average historical usage for the past 24 months. For customers with less than 2 years account history, the average will be based on available data;
5) MVU reserves the right to request the customer's solar generation data;
6) MVU reserves the right to determine program eligibility.

ALTERNATIVES

1. Approve the Moreno Valley Electric Utility (MVU) Solar Program update.

2. Do not approve the Moreno Valley Electric Utility (MVU) Solar Incentive Program update. *This action could result in the locally owned public utility (MVU) possibly not meeting the State requirements regarding SB1.*

FISCAL IMPACT

The program has been funded by Public Purpose funding which City Council formally adopted on January 13, 2004. The pending 2013/2014 budget year has allocated $300,000 for the solar rebate program. The Public Purpose Program is required by existing law, and continues to collect PPP funds as required. **Public Purpose Program funds can only be utilized under a strict umbrella of programs, determined at the State level of government.**

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:

The municipal electric utility will generate revenues to provide funding for City programs and services over time. These revenues will help achieve important financial goals of the City.

POSITIVE ENVIRONMENT:

The proposed actions help to create a positive environment for development within the community. The City of Moreno Valley will offer competitive rates and will help the City create new, well paying jobs.

NOTIFICATION

Posting of the Agenda.

ATTACHMENTS

Attachment 1: MVU Solar Incentive Program 2013/14 Overview

Attachment 2: Moreno Valley Electric Utility (MVU) Residential Solar Electric Rebate Program Application for 2013/2014.

Attachment 3: Net Energy Metering (NEM) Interconnection Agreement for Residential Solar Electric Generating Facilities with Moreno Valley Electric Utility.

Prepared By:
Michelle Pierce
Electric Utility Program Coordinator

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Jeannette Olko
Electric Utility Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

MORENO VALLEY
WHERE DREAMS SOAR

MVU Solar Incentive Program
Overview
Effective July 1, 2013

Program Requirements

- The MVU Solar Rebate is available to MVU electric customers only
- The qualifying system must be on same premises as the customer
- All solar system components must be new and approved by MVU. Panels and inverters must appear on the latest California Energy Commission certified photovoltaic modules list or certified inverters list as posted on the Go Solar California website
- Panels must be warranted for 25 years, and inverters and labor for 10 years
- An electric meter must be in place to monitor the system's performance
- This program is limited to funds available on a first-come-first-served basis
- The minimum installation size eligible for a rebate is 1 kW (1,000 watts)
- The maximum installation size eligible for a rebate 1 MW (1,000,000 watts)
- Customers who install solar electric generation systems 30 kW, or less, will qualify for the Expected Performance Based Buydown (EPBB) program which has a rebate level at $2.00 per AC watt installed
- Customers installing solar electric generation systems larger than 30 kW will be subject to the Performance Based Incentive Rate (PBI) which is paid over a 5 year period at a rate of 6 cents per kWh generated and MVU will own all the environmental attributes (RECS) produced for as long as the system exists. The customer may elect to retain the environmental attributes in exchange for a reduced incentive. The reduced incentive will consist of the Performance Based Incentive Rate being paid over a 4 year period rather than 5 years
- Customers will only receive rebates for systems installed that are sized at 100% of the maximum average historical usage for the past 24 months. For customers with less than 2 years account history, the average will be based on available data
- EPBB qualified customer rebate amounts are limited to $14,000 for residential systems, or $50,000 for small commercial, or 50% of the total cost of the project

● All solar electric generation systems larger than 30 kW will have Professional Engineers approval before submittal

● The actual amount of the EPBB rebate will take into consideration solar panel output, inverter efficiency and design factors such as climate, azimuth, tilt and shading. The calculation of the amount of rebate will be based on the **CSI Rating** on the CSI (California Solar Initiative) web site, *WWW.GOSOLARCALIFORNIA.ORG*

● All incentive payments are based on available funds and verification of installation

● Moreno Valley Electric Utility (MVU) reserves the right to determine program eligibility

For additional information call Michelle Pierce at (951) 413-3511 or email her at *michellep@moval.org*.

Moreno Valley Electric Utility (MVU)
Residential Solar Electric Rebate Program
Application for 2013/2014

Required Information for processing rebate reservation:

Customer:

Applicant (Customer Name on MVU Utility Account)

_____

Customer Account Number

_____

Installation Address (Street, City, ZIP)

_____

Billing Address - if different than installation address (Street, City, ZIP)

_____

Applicant Phone Number _____ Applicant email address _____

Contractor/Installer: ***(the following sections to be completed by contractor)***

Installer name

_____

Contractor name

_____

Business Address

_____

Contact person name, phone #, and email address

_____

State Contractors License Class and Number, Expiration Date

_____

City of Moreno Valley Business License Number, Expiration Date

_____

System Specifications: *(equipment must be on CEC-approved list)*

Modules (Manufacturer, Model Number, PTC Power Rating, Quantity)

_____

Inverters (Manufacturer, Model Number, CEC Efficiency, Quantity)

_____

Design Factor for Site:

Orientation (south, west, southwest) _____

Tilt (5 to 55 degrees) _____ Azimuth_____ Shade Analysis_____

Orientation (south, west, southwest) _____

Tilt (5 to 55 degrees) _____ Azimuth_____ Shade Analysis_____

Calculated System Output in AC Watts

System Output in AC Watts (includes total module output watts x inverter efficiency x design factor), per **CSI EPBB Calculator**:

_____

Total Rebate Amount Requested *($2.00 x above listed AC Watts):*_____

This application must be completed in entirety and submitted with a copy of the solar installation contract for a rebate reservation to be processed.

Required documentation for processing solar rebate:

1. Two signed copies of Residential Net Energy Metering (NEM) Interconnection Agreement (including selection on page 7)
2. MVU Net Metering and Surplus Compensation Enrollment Form
3. Electric Single Line Diagram
4. Site Plan
5. Solar Panel Electric Specifications
6. Electric Inverter Drawings
7. Proof of residential Energy Audit (online self-audit permissible)

Certification

Each undersigned certifies that

- the information in this form is true and correct to the best of my knowledge
- the solar PV system is intended to offset part or all of the customer's electrical needs at the site of the installation
- the site is within the service territory of the Moreno Valley Electric Utility

In addition, each undersigned understands and agree that the choice of improvements, the selection of contractors, the purchase of items and acceptance of materials used and work performed and the payments thereof is the sole responsibility of the owner. Moreno Valley Electric Utility does not endorse, recommend or make any representations as to specific brands, products, contractors or dealers; nor does it guarantee material or workmanship. Further, undersigned agree to indemnify and hold harmless the City of Moreno Valley, its officers, employees and agents from and damages related to the use or installation of PV-related equipment.

_____

Customer Name

_____

Signature of Customer

_____

Date

_____

Contractor Name

_____

Name and title of signer

_____

Signature

_____

Date

For Office Use Only

Date Received _____
Project Number_____
Rebate Amount _____
Rebate Check Requested by _____ Date _____
Rebate Check Approved by _____ Date _____

Customer note: Please return two original agreements to MVU

Net Energy Metering (NEM) Interconnection Agreement For Residential Solar Electric Generating Facilities With Moreno Valley Electric Utility

This Net Energy Metering (NEM) Interconnection Agreement for Solar Electric Generating Facilities ("Agreement") is made and entered into by and between _____ ("Customer") and the City of Moreno Valley Electric Utility ("MVU").

1. APPLICABILITY

This Agreement is applicable only to customers who satisfy all requirements of the definition of an "Eligible Customer-Generator" as set forth in Section 2827(b)(4) of the California Public Utilities Code on the effective date of this Agreement. Customer represents that Customer is an Eligible Customer-Generator.

2. DESCRIPTION OF CUSTOMER'S SOLAR ELECTRIC GENERATING FACILITY

2.1 Customer elects to interconnect and operate a solar electrical generating facility, with a capacity of not more than 1,000 kW that is located on Customer's owned leased or rented premises ("Generating Facility") in parallel with MVU's electric grid.

2.2 Customer represents that the Generating Facility is intended primarily to offset part or all of the Customer's own electrical requirements at the premises listed below:

Customer name _____

Physical address/Installation address: _____

Billing address of Customer: ___

Account Number: _____

Customer Phone number: _____

Photovoltaic ("PV") Nameplate Rating: ___kW dc

3. INTERRUPTION OR REDUCTION OF DELIVERIES

3.1 MVU shall not be obligated to accept or pay for, and may require Customer to curtail, interrupt or reduce, deliveries of available energy from its Generating Facility (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or part of MVU's system, or (b) if MVU determines in its sole discretion that such curtailment, interruption, or reduction is convenient or necessary due to emergency, forced outage, force majeure, or compliance with prudent electrical practices.

3.2 Whenever reasonably possible, MVU shall give Customer reasonable notice of the possibility that curtailment, interruption or reduction of such deliveries may be required.

3.3 Notwithstanding any other provision of this Agreement, if at any time MVU determines that either (a) the Generating Facility or its operation may endanger the health, safety or welfare of MVU personnel, any person or the public, or (b) the continued operation of the Generating Facility may endanger the integrity of MVU's electric system, any property or the environment, MVU shall have the right to enter onto Customer's premises and disconnect Customer's Generating Facility from MVU's system. Customer's Generating Facility shall remain disconnected until such time as MVU is satisfied that the condition(s) referenced in (a) and (b) of this Subsection 3.3 have been corrected.

4. INTERCONNECTION

4.1 Customer shall deliver the available energy to MVU at the Required Meter (as defined in Subsection 6.1 below) located on the Customer's premises.

4.2 Customer shall not commence parallel operation of the Generating Facility until Customer receives written approval from MVU's Authorized Representative. MVU's Authorized Representative shall provide such written approval within ten (10) working days from MVU's receipt of a copy of the final inspection or approval of the Generating Facility that has been issued by the governmental authority having jurisdiction to inspect and approve the installation. Such approval shall not be unreasonably withheld.

4.3 MVU shall have the right to have its representatives present at the final inspection made by the governmental authority having jurisdiction to inspect and approve the installation of the Generating Facility. Customer shall notify MVU in accordance with the terms of Section 15, herein, at least five days prior to such inspection.

5. CUSTOMER REQUIREMENTS

5.1 Customer shall be responsible for the design, installation, operation, and maintenance of the Generating Facility and shall obtain and maintain any required governmental authorizations and permits.

5.2 Customer shall conform to all applicable solar electrical generating system safety and performance standards established by the National Electrical Code ("NEC"), the Institute of Electrical and Electronics Engineers ("IEEE"), and accredited, nationally recognized testing laboratories such as Underwriters Laboratories, applicable building codes, and to all applicable Moreno Valley Utility Electric Rules, as may be amended from time to time.

5.3 Customer shall install a visible disconnect switch for the Generating Facility . The disconnect switch shall be lockable in the open position and directly accessible to MVU employees at all times. Disconnect shall be installed in close proximity to, or no more than eight (8') feet from MVU's electric meter.

6. REQUIRED METER

6.1 In accordance with MVU's published Electrical Rules and Rates, MVU shall own, operate and maintain on Customer's premises a single meter capable of registering the flow of energy in two directions ("Required Meter").

6.2 If the existing electrical meter of Customer is not capable of measuring the flow of energy in two directions, MVU shall be responsible for the costs of its purchase and installation.

6.3 An additional meter or meters to monitor the flow of energy in each direction may be installed with the consent of Customer, at the expense of MVU, and the additional metering shall be used only to provide the information necessary to accurately bill or credit Customer pursuant to Section 11 below, or to collect solar electric generating system performance information for research purposes.

6.4 If an additional meter or meters are installed, the Net Energy Metering (as defined in Subsection 11.1 below) calculation shall yield a result identical to that of a single meter.

7. MAINTENANCE AND PERMITS

Customer shall (a) maintain the Generating Facility and interconnection facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to Section 5, and (b) obtain any

governmental authorizations and permits required for the construction and operation of the Generating Facility and interconnection facilities. Customer shall reimburse MVU for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer's Generating Facility.

8. ACCESS TO PREMISES

MVU may enter Customer's premises (a) to inspect, at reasonable hours, Customer's protective devices and read or test meters, and (b) to disconnect, without notice, the interconnection facilities if, in MVU's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, MVU's facilities, or property of others from damage or interference caused by Customer's Generating Facility or lack of properly operating protective devices.

9. INDEMNITY AND LIABILITY

9.1 Except as to MVU's negligence or willful misconduct, Customer shall defend, indemnify and hold harmless the MVU, its officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including without limitation any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, expense, or attorneys' fees) for injury or death to any person, and damage to property, including without limitation property of either Party, arising out of or in connection with (a) any act or omission in the engineering, design, construction, destruction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the Generating Facility, (b) any act or omission in the replacement, addition, betterment, reconstruction, removal, or destruction, of or to the Generating Facility, or (c) the Generating Facility.

9.2 The provisions of this Section 9 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

10. INSURANCE

10.1 To the extent that Customer has currently in force all risk property insurance and comprehensive personal or commercial general liability insurance, Customer agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. MVU shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation.

10.2 If Customer meets the standards and rules set forth in Section 5, Customer shall not be required to purchase any additional liability insurance over and above that referenced in Subsection 10.1.

10.3 Prior to MVU's execution of this Agreement, Customer shall provide MVU with evidence of Customer's compliance with the requirements of this section.

11. RATES AND BILLING

11.1 All rates charged will be in accordance with Customer's otherwise applicable tariff (rate schedule), as in effect from time to time, on a Net Energy Metering basis. "Net Energy Metering" means measuring the difference between the energy supplied through the electric grid to the Customer and the energy generated by Customer's Generating Facility and fed back to the electric grid over a twelve-month period.

11.2 Customer's otherwise applicable tariff (rate schedule) or "OAT" means the rate schedule in MVU's published Electric Rules and Rates that would otherwise apply to Customer from time to time for electrical services to the premises, provided that Customer's OAT shall not include Rate Schedule NEM.

11.3 Customer is responsible for paying all charges in its OAT including the minimum charges (including service, customer, reliability, or demand charges), when applicable, regardless of Customer's monthly or annual net generation.

11.4 Customer is subject to any new or additional charge(s) that may be imposed by MVU on the other customers in the rate class to which Customer would otherwise be assigned.

11.5 Customer's twelve-month period, as set forth in Subsection 11.1 herein, shall commence with the Customer's regularly scheduled meter read date following the date of final interconnection.

11.6 If Customer's OAT is the Residential or General Service Rate, the following provisions apply:

> 11.6.1 The annualized Net Energy Metering calculation shall be made by measuring the difference between the energy supplied to Customer and the energy generated by Customer and fed back to MVU's grid over a twelve-month period. At the end of each twelve-month period, and at each anniversary date thereafter, MVU shall determine if Customer was a net consumer or a net generator of energy during the twelve-month period. In the event the energy supplied by MVU during the twelve-month period exceeds the energy generated by Customer during that same period, Customer is a net energy consumer.

11.6.2 If Customer is a net energy consumer, MVU will bill Customer for the net energy consumed during the twelve-month period based on Customer's OAT and Customer shall pay for such net energy consumed annually.

11.7 If Customer's OAT employs "time of use" rates, any net energy consumed monthly shall be calculated according to the terms of the OAT. When Customer is a net generator during any discrete time of use period over a billing period, the net kilowatt-hours generated shall be valued at the same price per kilowatt-hour as MVU would charge for retail kilowatt-hour sales during that same time of use period. If Customer's time of use electrical meter is unable to measure the flow of energy in two directions, the provisions of Section 6 shall apply.

11.8 If Customer's OAT employs "tiered" rates, any net energy consumed monthly shall be calculated according to the terms of the OAT. When Customer is a net generator over a billing period, the net kilowatt-hours generated shall be valued at the same price per kilowatt-hour as MVU would charge for the same tiered quantity of energy during that billing period.

12. CUSTOMER PAYMENT SCHEDULE FOR NET ENERGY GENERATION

12.1 MVU shall provide Customer with Net Energy Metering consumption and generation information on a monthly basis. Such monthly update shall include the current accrued balance owed to MVU for Net Energy Metering charges, or current accrued credits for Net Energy Metering generation, whichever applies.

12.2 If the energy generated exceeds the energy consumed by the Customer, the Customer is a net energy generator. If Customer is a net generator of energy over a normal billing period, any excess kilowatt-hours generated during the billing period shall be carried forward as a kWh credit to the following billing period (until the end of the Customer's twelve-month period).

12.3 At the end of each twelve-month period, the following provisions apply:

12.3.1 MVU shall retain any net surplus energy generated by Customer, including any associated environmental attributes or renewable energy credits ("REC"), and Customer's monetary value shall be reset to zero for the subsequent twelve-month period. No payment will be made to Customer for the excess energy delivered to MVU's grid, unless Customer elects a compensation option in Subsection 12.3.3.

12.3.2 Customer may be eligible for net surplus energy compensation. The Customer's net surplus energy compensation shall be calculated over a twelve-month period beginning with the Customer's

regularly scheduled meter read date at the start of their next 12 month billing cycle.

12.3.3 At the end of the twelve-month period, upon certification by the Customer that they have sole ownership of the environmental attributes and REC associated with the excess energy generated from the Generating Facility in accordance with Subsection 12.3.5, Customer may receive net surplus energy compensation for net surplus energy by affirmatively electing one of the following methods (Please initial just one):

A. ___ *Receive compensation based on an annual time differentiated per kilowatt-hour rate for net surplus energy generated during the prior twelve-month period.*

B. ___ *Receive the net surplus energy as a kilowatt-hour credit calculated using the net surplus energy compensation rate and applied against future billing periods.*

___ *(Please initial) By making this election, I also agree that all environmental attributes and REC associated with the kilowatt-hours generated shall be the property of MVU.*

12.3.4 Affirmative elections remain effective for each twelve-month period following the execution of such election. Customers are eligible to revise their net surplus energy compensation elections by giving written notice to MVU at least thirty-days prior to the beginning of each succeeding twelve-month period.

12.3.5 Customer hereby certifies that they have sole ownership of the environmental attributes and REC associated with the excess energy generated from the Generating Facility. For Customers who elect to receive net surplus energy compensation based on a per kilowatt-hour rate in accordance with Subsection 12.3.3, the environmental attributes and REC associated with the kilowatt-hours in which the Customer received net surplus energy compensation at the per kilowatt-hour rate shall be the property of MVU. Customer hereby transfers to MVU all rights, title, and interest Customer has to such environmental attributes and REC. Customers who elect to receive net surplus energy compensation based on a per kilowatt-hour credit calculated using the net surplus energy compensation rate and applied in accordance with Subsection 12.3.3 may elect to transfer to MVU all rights, title, and interest Customer has to such environmental attributes and REC.

12.4 If Customer terminates service under this Agreement prior to the end of any twelve-month period, MVU shall reconcile Customer's energy consumed and generated following the last reconciliation, according to the requirements set forth

in this Agreement, except that those requirements shall apply only to the months since the most recent twelve-month bill.

12.5 Rate Schedule—NEM, in effect on the effective date of this Agreement and as established by MVU through The City of Moreno Valley's City Council from time to time, is incorporated into this Agreement as though set forth herein in full. This Agreement is the Standard Contract—NEM referenced in Rate Schedule-NEM.

13. GOVERNING LAW, VENUE

This Agreement shall be interpreted under, governed by, and construed in accordance with the laws of the State of California as if executed and to be performed wholly within the State of California, without regard to conflicts of law rules thereof. Any action at law or equity brought by either Party for the purpose of enforcing a right or rights provided in this Agreement shall be brought only in a court of proper jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all other provisions of law providing for a change of venue in such proceedings to any other county.

14. MODIFICATIONS, WAIVER, INTERPRETATION

14.1 No amendment or modification to this Agreement shall be effective unless in a writing duly executed by both Parties. The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of any such breach or a waiver of the breach of any other term or covenant unless such waiver is in writing.

14.2 This Agreement shall supersede any existing agreement with MVU under which Customer is currently operating the Generating Facility identified in Section 2, herein, and any such agreement shall be deemed terminated as of the effective date of this Agreement.

14.3 This Agreement constitutes the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the Parties. Neither Party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

14.4 Except as expressly modified herein, MVU's published Rates and Rules as adopted from time to time by MVU shall continue to be applicable to MVU's provision of electrical service to Customer.

15. NOTICES
All written notices shall be directed as follows:

Electric Utility Division Manager
Moreno Valley Electric Utility
Public Works Department
14331 Frederick Street, Suite 2
P.O. Box 88005
Moreno Valley, CA 92552-0805

16. TERM AND TERMINATION OF AGREEMENT

16.1 This Agreement shall become effective on the date this Agreement is duly executed by both Parties as set forth in Section 18 below, and shall continue in full force and effect until terminated as provided herein.

16.2 This Agreement shall terminate on the earliest to occur of:

16.2.1 The thirtieth day after Customer gives MVU prior written notice of termination with or without cause in accordance with Section 15; or

16.2.2 The date both Parties agree in writing to terminate this Agreement; Or

16.2.3 The first day after MVU gives Customer written notice of termination for cause, provided that MVU shall first have given Customer written notice of Customer's breach of this Agreement and within thirty days of MVU's sending notice of such breach, Customer fails to cure such breach or, if such breach requires more than thirty days to cure, Customer fails to promptly commence cure of such breach and diligently prosecute such cure to completion; or

16.2.4 The date MVU is no longer the electric supplier to Customer's premises; or

16.2.5 The date changes to Customer's electric load, or other circumstances, cause Customer to no longer satisfy all requirements of the definition of an Eligible Customer-Generator, as set forth in Section 2827(b)(4) of the California Public Utilities Code on the effective date of this Agreement.

16.3 After termination of this Agreement, any electric service provided by MVU to Customer shall be pursuant to and in accordance with Customer's OAT.

17. AUTHORIZED REPRESENTATIVE
MVU's Authorized Representative is the Electric Utility Division Manager or his/her designee.

18. ASSIGNMENT PROHIBITED
Customer understands and agrees that this Agreement is personal to Customer and that Customer shall not assign or transfer in any way all or any portion of this Agreement to any other person or entity of any kind. Any attempt by Customer to assign or transfer in any way all or any portion of this Agreement shall be void.

18. SIGNATURES
IN WITNESS WHEREOF, the Parties hereto have caused **TWO ORIGINALS** of this Agreement to be executed by their duly authorized representatives on the dates set forth below.

This Agreement is effective as of the latter of the dates set forth below.

Moreno Valley Electric Utility

By:_____
Jeannette Olko
Electric Utility Division Manager

Date:_____

Customer:_____

Date: _____

Approved as to Form:

By:_____
City Attorney

Date:_____

APPROVALS	
BUDGET OFFICER	<BudgetOfficer>
CITY ATTORNEY	<CityAttorney>
CITY MANAGER	<CityManager>

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: June 11, 2013

TITLE: AUTHORIZE THE CITY OF MORENO VALLEY TO GRANT SOUTHERN CALIFORNIA EDISON COMPANY AN EASEMENT OVER A PORTION OF REAL PROPERTY NEAR THE SOUTHWEST CORNER OF DELCRESTA DRIVE AND HIDDEN SPRINGS DRIVE (APN: 260-384-003)

RECOMMENDED ACTION

Recommendations:

1. Authorize the Mayor to execute the Grant of Easement for a permanent easement over a portion of real property located near the southwest corner of Delcresta Drive and Hidden Springs Drive (APN: 260-384-003) from the City of Moreno Valley to the Southern California Edison Company (SCE) and sign the SCE Purchase Offer.

2. Direct the City Clerk to forward the executed Grant of Easement and signed SCE Purchase Offer to Capital Projects for further processing and recordation.

BACKGROUND

SCE has requested a permanent easement over a small portion of City of Moreno Valley property in order to permit for the installation and maintenance of electrical equipment in a small underground vault. The subject easement area consists of 110 square feet and is located within the City's landscape and maintenance area (Community Services District, Zone E-2, Hidden Springs). SCE submitted a Grant of Easement (Attachment 2) accompanied by a formal Purchase Offer (Attachment 3) and has offered to pay the City $2,500 for this permanent easement. City staff considers this amount to be just compensation for the proposed easement and City processing costs.

DISCUSSION

The purpose of this staff report is to facilitate the transfer of a permanent easement from the City of Moreno Valley to SCE. The area included in this transfer measures 110 square feet and is located within a landscape and maintenance area (Community Services District, Zone E-2, Hidden Springs). The City is receiving the appraised value of $1,000 for the easement area, plus an additional $1,500 to cover City processing costs. Granting this easement will allow SCE to install and maintain their new electrical equipment. City staff in Special Districts has reviewed the request and recommends granting the easement to SCE.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in the staff report. This alternative will allow SCE to install the necessary equipment to serve the immediate area.

2. Do not approve and authorize the recommended actions as presented in this staff report. This alternative will negatively impact SCE's ability to install the necessary equipment and hinder their ability to serve the immediate area.

FISCAL IMPACT

Allocation of Deposit
The monies collected from SCE will be allocated as follows:

Measure A, Account No. 2001-99-99-92001-589900	$1,500
General Fund, Account No. 1010-99-99-91010-589900	$1,000
Total Payment from SCE	**$2,500**

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

ADVOCACY:
Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives, and goals to appropriate external governments, agencies, and corporations.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure the needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

ATTACHMENTS

Attachment 1: Location Map
Attachment 2: Grant of Easement
Attachment 3: SCE Purchase Offer

Prepared By:
Larry Gonzales
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Concurred By:
Richard Teichert
Chief Financial Officer/City Treasurer

Concurred By:
Candace Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

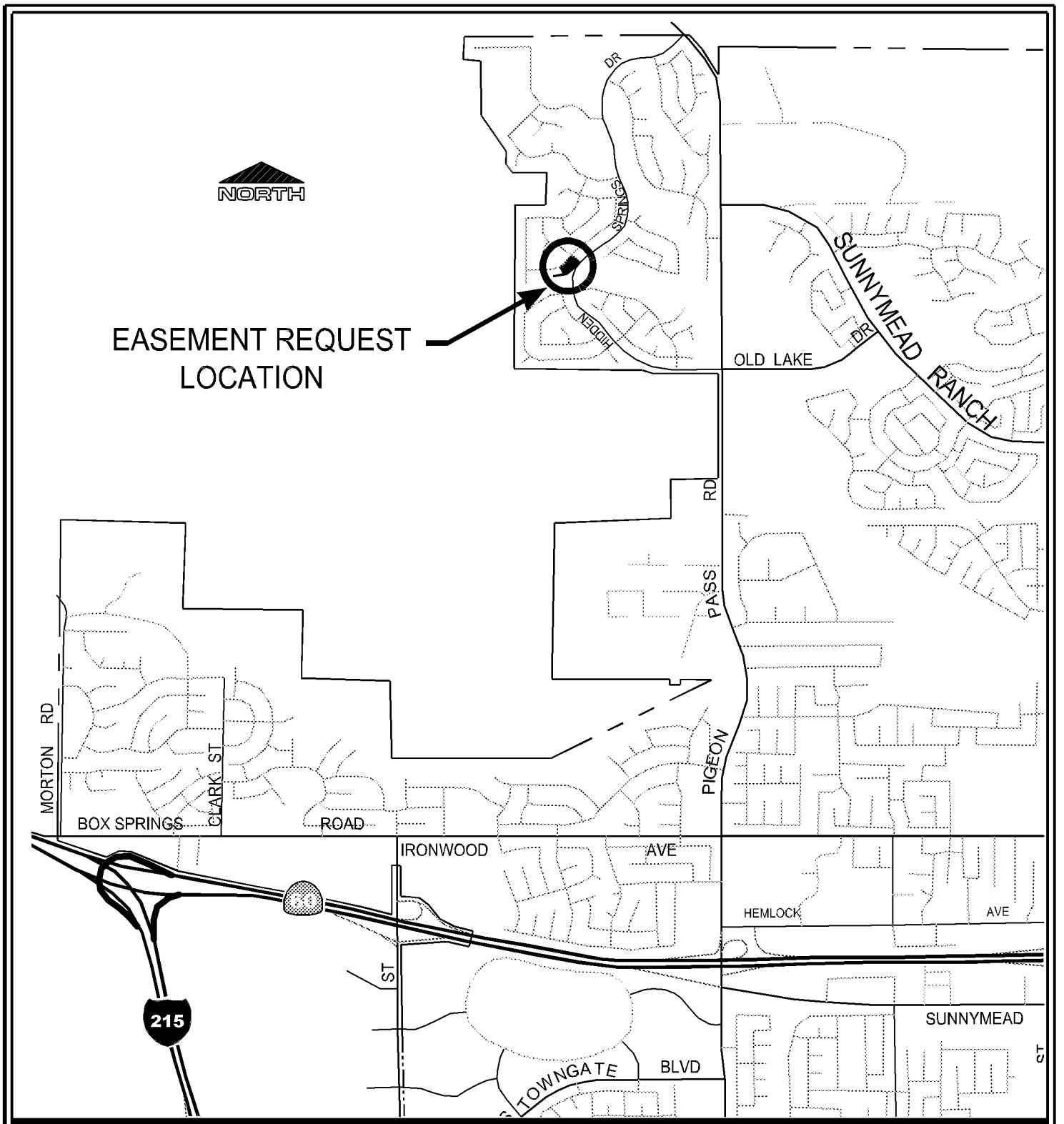

LOCATION MAP

CITY OF MORENO VALLEY
DECEMBER 3, 1984

Public WorksDepartment
Capital Projects Division

Scale: None

ATTACHMENT 1

PROPOSED SOUTHERN CALIFORNIA EDISON EASEMENT
APN 263-384-003
PROJECT NUMBER 801 0001 70 77

Date: 16 May 13 - 4:53 pm
File: W:\CapProj\Diana V\SCE Easement Loc Map\Rev_Location Map.dwg
User: deepaks

ATTACHMENT 2

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA
EDISON
An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

Real Properties
2131 Walnut Grove Avenue, 2nd Floor
Rosemead, CA 91770

Attn: Distribution/TRES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF EASEMENT

DOCUMENTARY TRANSFER TAX $ NONE (VALUE AND CONSIDERATION LESS THAN $100.00)	DISTRICT: Menifee	WORK ORDER: TD513092	IDENTITY:	MAP SIZE:
SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	FIM 658-1680-5 APN 260-364-003	APPROVED: Real Properties	BY: SLS/SM	DATE: 12/19/12

CITY OF MORENO VALLEY (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, under, across and along that certain real property in the County of Riverside, State of California, described as follows:

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this _____ day of _____, 20___.

GRANTOR

CITY OF MORENO VALLEY

_____
Signature

_____
Print Name

_____
Title

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY, a corporation

_____
Dino J. LaBanca,
Real Properties Department

Date_____

DSB800996316
TD513092

MV00203181

State of California)
)
County of _____)

On _____ before me, _____, notary public
(here insert name of officer)

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

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

WITNESS my hand and official seal.

Signature _____

(This area for notary stamp)

State of California)
)
County of _____)

On _____ before me, _____, notary public
(here insert name of officer)

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

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

WITNESS my hand and official seal.

Signature _____

(This area for notary stamp)

EXHIBIT "A"

A 22.00 FOOT WIDE STRIP OF LAND LYING WITHIN LOT 9, TRACT NO. 20550-14, AS PER MAP FILED IN BOOK 204, PAGES 61 AND 62 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF HIDDEN SPRINGS ROAD, 66.00 FEET WIDE, WITH THE CENTERLINE OF DELCRESTA DRIVE, 60.00 FEET WIDE, AS SHOWN ON SAID MAP; THENCE ALONG THE CENTERLINE OF SAID DELCRESTA DRIVE, NORTH 50°12'00" WEST 114.00 FEET; THENCE SOUTH 39°48'00" WEST 30.00 FEET TO THE SOUTHWESTERLY LINE OF SAID DELCRESTA DRIVE AND THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING SOUTH 39°48'00" WEST 5.00 FEET.

CONTAINING AN AREA OF 110 SQ. FT.

FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Prepared by me or under my direction:

Dated: Dec. 20, 2012

Glenn M. Bakke

Glenn M. Bakke R.C.E. #18619 Exp. 6-30-13

REGISTERED PROFESSIONAL ENGINEER
GLENN M. BAKKE
No. C-18619
Exp 6-30-13
CIVIL
STATE OF CALIFORNIA

DSB800996316
TD513092

MV00203183

EXHIBIT "B"

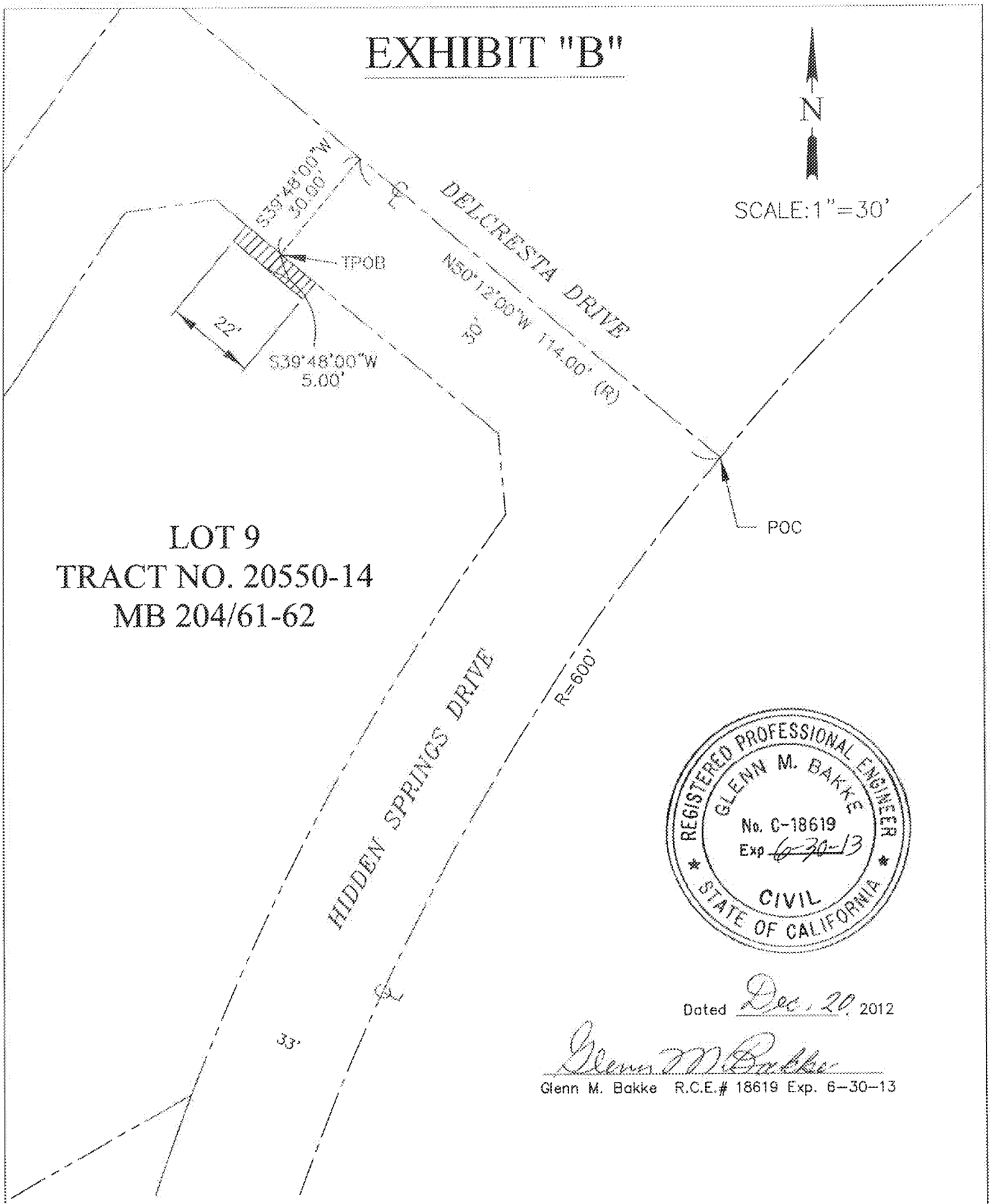

REGISTERED PROFESSIONAL ENGINEER
GLENN M. BAKKE
No. C-18619
Exp 6-30-13
CIVIL
STATE OF CALIFORNIA

Dated Dec. 20, 2012

Glenn M. Bakke

Glenn M. Bakke R.C.E.# 18619 Exp. 6-30-13

SCE EASEMENT		
DSB ID# 513092	SLS/SM	12/19/12

DENOTES SCE EASEMENT AREA = 110 SQ. FT.

MV00203184

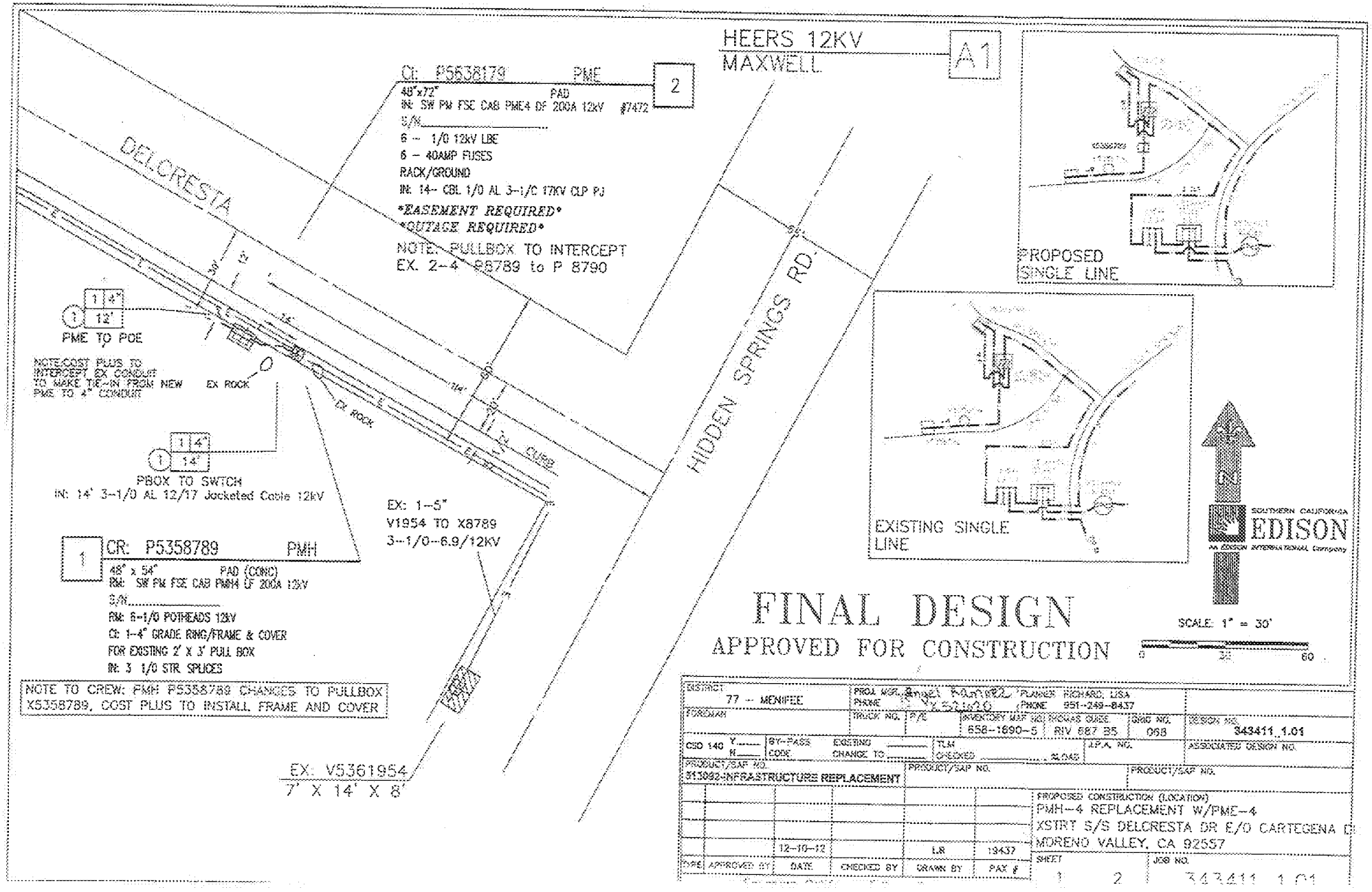
HEERS 12KV
MAXWELL
A1
CI: P5538179 PME
48"x72" PAD
IN: SW PM FSE CAB PME4 DF 200A 12kV #7472
S/N
6 - 1/0 12kV LBE
6 - 40AMP FUSES
RACK/GROUND
IN: 14- CBL 1/0 AL 3-1/C 17KV CLP PJ
EASEMENT REQUIRED
OUTAGE REQUIRED
NOTE: PULLBOX TO INTERCEPT
EX. 2-4" P8789 to P 8790
2
DELCRESTA
HIDDEN SPRINGS RD.
PROPOSED SINGLE LINE
EXISTING SINGLE LINE
1 4"
12'
PME TO POE
NOTE:COST PLUS TO INTERCEPT EX CONDUIT TO MAKE TIE-IN FROM NEW PME TO 4" CONDUIT
EX ROCK
1 4"
14'
PBOX TO SWTCH
IN: 14' 3-1/0 AL 12/17 Jacketed Cable 12kV
EX: 1-5"
V1954 TO X8789
3-1/0-6.9/12KV
1
CR: P5358789 PMH
48" x 54" PAD (CONC)
RM: SW PM FSE CAB PMH4 DF 200A 12kV
S/N
RM: 6-1/0 POTHEADS 12kV
CI: 1-4" GRADE RING/FRAME & COVER
FOR EXISTING 2' X 3' PULL BOX
IN: 3 1/0 STR SPLICES
NOTE TO CREW: PMH P5358789 CHANGES TO PULLBOX X5358789, COST PLUS TO INSTALL FRAME AND COVER
EX: V5361954
7' X 14' X 8'
SOUTHERN CALIFORNIA EDISON
FINAL DESIGN
APPROVED FOR CONSTRUCTION
SCALE: 1" = 30'
0 30 60
DISTRICT 77 - MENIFEE
PROJ. MGR. (PHONE) PLANNER HIGHARD, LISA (PHONE) 951-249-8437
FOREMAN
TRUCK NO. P/E INVENTORY MAP NO. 658-1690-5 THOMAS GUIDE RIV 687 B5 GMS NO. 068 DESIGN NO. 343411_1.01
CSD 140 Y N BY-PASS CODE EXISTING CHANGE TO TLM CHECKED A.P.A. NO. ASSOCIATED DESIGN NO.
PRODUCT/SAP NO. 313082-INFRASTRUCTURE REPLACEMENT
PRODUCT/SAP NO.
PRODUCT/SAP NO.
PROPOSED CONSTRUCTION (LOCATION)
PMH-4 REPLACEMENT W/PME-4
XSTRT S/S DELCRESTA DR E/O CARTEGENA D
MORENO VALLEY, CA 92557
12-10-12 LB 13437
TYPE APPROVED BY DATE CHECKED BY DRAWN BY PAX #
SHEET 1 2
JOB NO. 343411 1.01

MV00203185

SOUTHERN CALIFORNIA
EDISON
An EDISON INTERNATIONAL Company

April 25, 2013

Subject: Southern California Edison's Offer to Purchase Grant of Easement
Our Reference No.: DSB800996316

City of Moreno Valley:

Southern California Edison (SCE) is offering to purchase the right of way easement across your property in the City of Moreno Valley, County of Riverside, State of California, identified as Assessor Parcel Number: 260-384-003 for the amount of $2,500.00.

Please sign in the spaces below and return this letter along with the executed easement document. All originals need to be mailed to my office at your earliest convenience. Once the completed forms and executed easements are received, a check in the amount of the offer will be promptly forwarded to you. Thank you for your cooperation in this matter.

AGREED and ACCEPTED:

BY: _____
Authorized Signer Print Name Date

BY: _____
Authorized Signer Print Name Date

BY: _____
Efriam Miranda, SCE Date

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: June 11, 2013

TITLE: AUTHORIZE EXECUTION OF QUITCLAIM DEEDS TRANSFERRING THE CITY'S TITLE INTEREST IN FOUR STORM DRAIN EASEMENTS FOR MORENO MDP LINE J AND LINE J-9 TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PER THE COOPERATIVE AGREEMENT BETWEEN CITY OF MORENO VALLEY AND RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT.

RECOMMENDED ACTION

Recommendations:

1. Authorize the Mayor to execute the Quitclaim Deeds transferring all rights, title and interest in and to four storm drain easements for Moreno MDP Line J and J-9 per Easement Deeds recorded as Instrument Numbers 2011-0548110, 2011-0548111, 2012-0130583 and 2012-0130584 in the Official Records of Riverside County, California.

2. Direct the City Clerk to forward the four signed Quitclaim Deeds to the Riverside County Flood Control and Water Conservation District for further processing and recordation.

BACKGROUND

On March 13, 2012, the City Council authorized the City Manager to execute a Cooperative Agreement between the Riverside County Flood Control and Water Conservation District (the District) and the City of Moreno Valley for Moreno Master

Drainage Plan Lines J and J-9 storm drain facilities. The City completed the construction of these Master Planned storm drain facilities with Cactus Avenue/Nason Street Improvement project in May 2013.

DISCUSSION

Prior to start of construction of drainage facilities, the City acquired the necessary flood control storm drain easements for Moreno Master Drainage Plan lines J and J-9.

The Cooperative Agreement requires that upon completion of the construction but prior to the District's acceptance for ownership and maintenance, the City is to convey all corresponding flood control right of way to the District. Therefore, it is necessary to quit claim the City's title interest in four Easement Deeds recorded as Instrument Numbers 2011-0548110, 2011-0548111, 2012-0130583 and 2012-0130584 in the Official Records of Riverside County, California in order to allow the District to operate and maintain the storm drain facilities located within said storm drain easements.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative is in accordance with the Cooperative Agreement and would allow for the maintenance of the storm drain facilities by the District.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative is not in accordance with the Cooperative Agreement and would result in costly maintenance undertaking for City staff.*

FISCAL IMPACT

There is no Fiscal Impact with the recommended action items.

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

The City recently completed the construction of master planned storm drain facilities Line J and J-9 with Cactus Avenue/Nason Street Improvement project. Pursuant to a Cooperative Agreement, the City is conveying its interest in storm drain easements over Line J and J-9 to Riverside County Flood Control and Water Conversation District in order to allow the District to operate and maintain the storm drain facilities located within said storm drain easements.

ATTACHMENTS

Attachment 1: Location Map
Attachment 2: Proposed Quit Claim Deed package for Instrument Numbers 2011-0548110, 2011-0548111, 2012-0130583 and 2012-0130584

Prepared By:
Viren A. Shah, P.E.
Consultant Project Manager

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

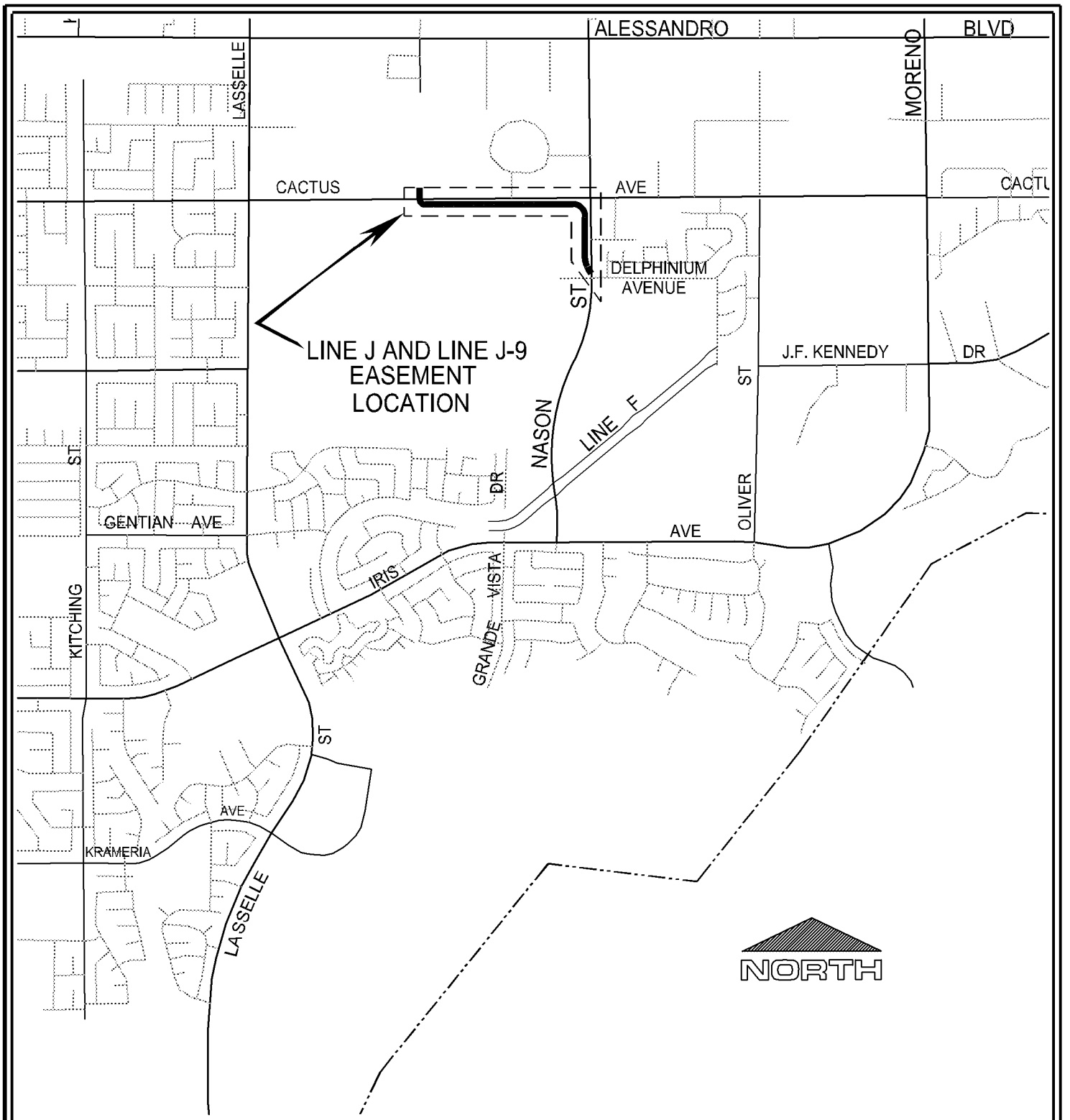

LOCATION MAP

Public WorksDepartment
Capital Projects Division

Scale: None

ATTACHMENT 1

STORM DRAIN EASEMENTS FOR MORENO MDP LINE J AND LINE J-9 PROJECT NUMBER 804 0005 70 77

Date: 21 May 13 – 8:20 am
File: W:\CapProj\CapProj\PROJECTS\Viren – 804 0005 70 77 Line F\Design Phase\Auto CAD\Location_Map\Quit Claim Location.dwg
User: deepaks

Recorded at request of, and return to:
Riverside County Flood Control and
Water Conservation District
1995 Market Street
Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Moreno MDP Line J, Stage 2
Project No. 4-0-00776-2
PM 33532/MS 4089
APN 486-300-010

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX $ NONE

RCFC Parcel No. 4776-

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **CITY OF MORENO VALLEY, a municipal corporation**, does hereby remise, release, and forever quitclaim to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic**, all right, title and interest in and to **easements**, situated in the City of Moreno Valley, County of Riverside, State of California, described in:

Easement Deed recorded on December 12, 2011, as Instrument No. 2011-0548110, records of the Recorder's Office, Riverside County, State of California, attached for reference purposes only.

CITY OF MORENO VALLEY,
a municipal corporation:

Date _____

By: _____
TOM OWINGS, Mayor

ATTEST:

JANE HALSTEAD,
Clerk to the City of Moreno Valley

By: _____
City Clerk

(SEAL)

DOC # 2011-0548110
12/12/2011 01:46P Fee:NC
Page 1 of 6
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			6						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
S NCHGD					T:		CTY	UNI	

Recorded at request of, and return to:
City of Moreno Valley
14177 Frederick Street
PO Box 88005
Moreno Valley, CA 92552

NO FEE (GOV. CODE 6103)

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX $ NONE

Moreno MDP Line J
Project No. 4-0-00776

C
061

EASEMENT DEED

COUNTY OF RIVERSIDE, political subdivision of the State of California, hereby grants and conveys to the **City of Moreno Valley, a municipal corporation, a storm drain easement** for flood control and drainage purposes, including but not limited to the construction, use, repair, reconstruction, inspection, operation and maintenance of storm drain facilities, and all appurtenant works, including ingress and egress thereto, over, upon, under and across that certain real property situated in the City of Moreno Valley, County of Riverside, State of California, described in legal description attached hereto as Exhibit "A" and as shown in Exhibit "B" and made a part hereof.

Assessor Parcel Number: Portion of 486-300-010

COUNTY OF RIVERSIDE:

Dated: 12/5/2011

By: _____
ROBERT FIELD
Assistant County Executive Officer/EDA

FORM APPROVED COUNTY COUNSEL
BY Synthia M. Gunzel 11-16-11
SYNTHIA M. GUNZEL DATE

Block 138 Parcels 1 & 8

STATE OF CALIFORNIA)
)ss
COUNTY OF RIVERSIDE)

On Dec 5, 2011, 2011, before me, Candice E Etter, a Notary Public in and for said county and state, personally appeared Robert Field, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument;

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

CANDICE E. ETTER
COMM. #1792098
Notary Public - California
Riverside County
My Comm. Expires Feb. 25, 2012

Signature: Candice E Etter

(SEAL)

Block 138 Parcels 1 & 8

RBF CONSULTING
40810 County Center Drive, Suite 100
Temecula, CA 92591

September 13, 2011
JN 15101633-M6

EXHIBIT "A"

LINE "J" STORM DRAIN EASEMENT

That certain parcel of land situated in the City of Moreno Valley, County of Riverside, State of California, being that portion of Block 138 of Map No. 1 of the Bear Valley and Alessandro Development Company filed in Book 11, Page 10 of Maps in the Office of the County Recorder of the County of San Bernardino, State of California, within Section 16, Township 3 South, Range 3 West, San Bernardino Meridian, included within a strip of land 40.00 feet wide, the centerline of said strip being described as follows:

COMMENCING at the centerline intersection of Nason Street with Cactus Avenue as shown on a map filed in Book 92, Page 39 of Records of Surveys in the Office of the Riverside County Recorder;

thence along said centerline of Cactus Avenue North 89°34'00" West 866.48 feet to the westerly line of the parcel of land shown on said record of survey map;

thence along said westerly line South 00°25'25" West 100.00 feet to the **TRUE POINT OF BEGINNING;**

thence along a line parallel with said centerline of Cactus Avenue South 89°34'00" East 631.49 feet to the beginning of a tangent curve concave southwesterly and having a radius of 135.00 feet;

thence along said curve southeasterly 212.04 feet through a central angle of 89°59'31";

thence tangent from said curve South 00°25'31" West 676.50 feet to the beginning of a tangent curve concave easterly and having a radius of 517.00 feet;

thence along said curve southerly 195.43 feet through a central angle of 21°39'30" to a point of reverse curvature with a curve concave westerly and having a radius of 517.00 feet, a radial line of said curve bears North 68°46'01" East;

thence along said curve southerly 9.16 feet through central angle of 01°00'54" to a line parallel with and 60.00 feet westerly from said centerline of Nason Street and the **POINT OF TERMINATION.**

Said strip of land shall be lengthened or shortened so as to terminate westerly in said westerly line of the land shown on said record of survey map and easterly in said parallel line, being 60.00 feet westerly from said centerline of Nason Street.

CONTAINING: 1.58 Acres, more or less.

SUBJECT to all covenants, rights, rights-of-way and easements of record.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

This description was prepared by me or under my direction.

9/13/2011

Thomas E. Verloop, PLS 5348 Date:
My license expires 12/31/11

LICENSED LAND SURVEYOR
THOMAS E. VERLOOP
L.S. 5348
Exp. 12/31/11
STATE OF CALIFORNIA

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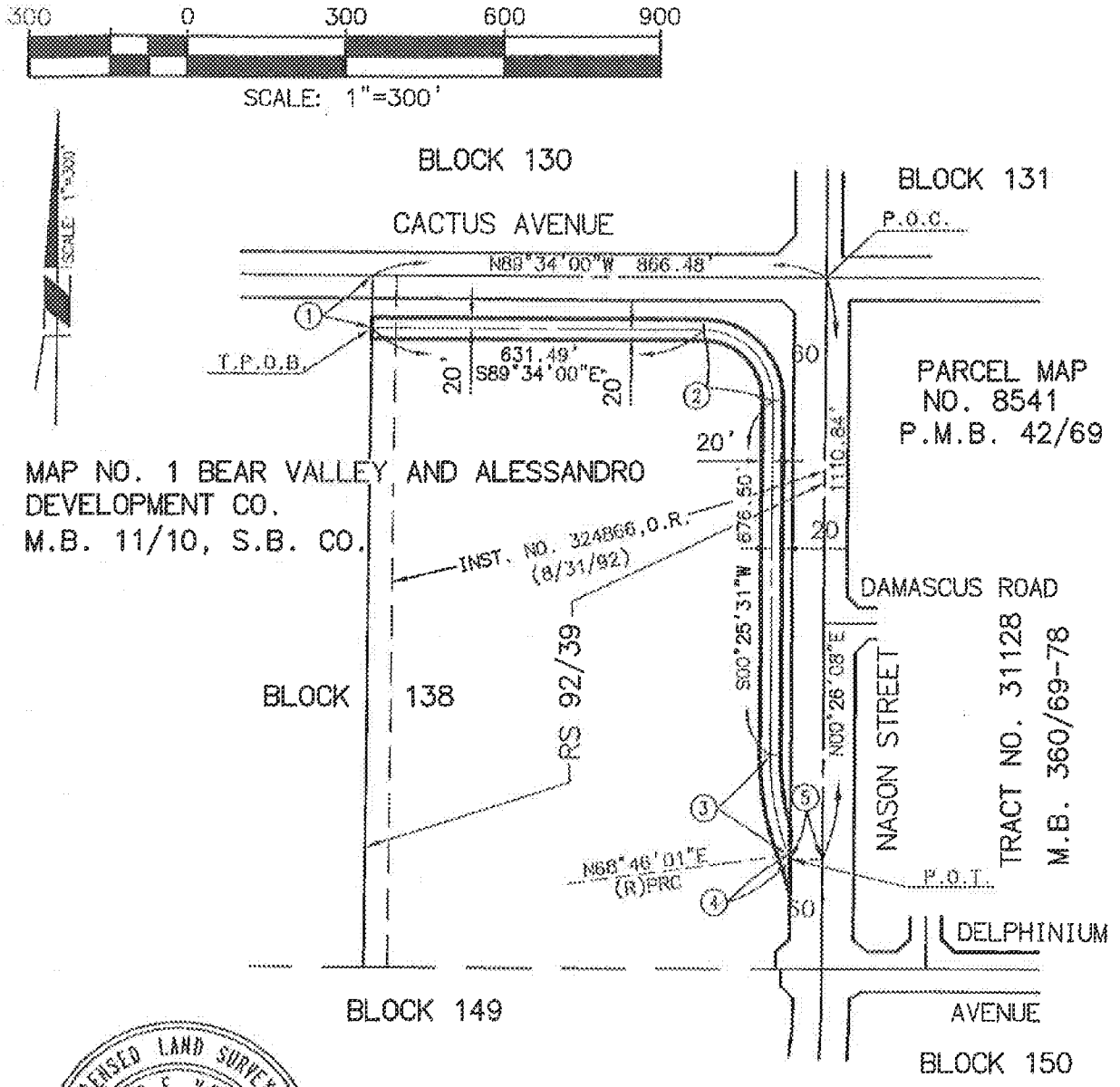

DATA TABLE

(#)	BEARING/DELTA	RADIUS	LENGTH
1	S00°25'25"W	—	100.00'
2	89°59'31"	135.00'	212.04'
3	21°39'30"	517.00'	195.43'
4	01°00'54"	517.00'	9.16'
5	N89°33'52"W	—	60.00'

EXHIBIT "B"

SHEET 1 OF 1 SHEET

FLOOD CONTROL RIGHT OF WAY	LINE "J" STORM DRAIN EASEMENT	RBF CONSULTING — PLANNING & DESIGN & CONSTRUCTION 40810 COUNTY CENTER DRIVE, SUITE 100 TEMECULA, CALIFORNIA 92591-6022 951.676.8042 • FAX 951.676.7240 • www.RBF.com
SEPTEMBER 13, 2011	SCALE 1"=300'	JOB NO. 15101633-M6

Acceptance Certificate

This is to certify that the interest in real property APN 486-300-010, Easement Deed conveyed by the deed or grant dated December 5, 2011 from County of Riverside, political subdivision of the State of California to the City of Moreno Valley, a municipal corporation, in the form attached hereto, is hereby accepted by the undersigned City Engineer on behalf of the City of Moreno Valley pursuant to authority conferred by Resolution No. 94-5 of the City Council of the City of Moreno Valley adopted on January 25, 1994, and the grantee consents to recordation thereof by the City Clerk.

Date: 12/2/11

Prem Kumar, P.E.
Deputy Director of Public Works/Acting City Engineer
City of Moreno Valley

126068
mstr

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed, dated _____ from the CITY OF MORENO VALLEY to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT is hereby accepted by the undersigned officer pursuant to authority conferred by resolution of the Board of Supervisors of said District adopted on May 12, 1961, and the grantee consents to the recordation thereof by its duly authorized officer.

Date_____

By: _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

Project: Moreno MDP Line J, Stage 2
Project No. 4-0-00776
APN: 486-300-010
RCFC Parcel No. 4776-

MV00203199

Recorded at request of, and return to:
Riverside County Flood Control and
Water Conservation District
1995 Market Street
Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Moreno MDP Line J, Stage 2
Project No. 4-0-00776-2
PM 33532/MS 4089
APN 486-280-026

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX $ NONE

RCFC Parcel No. 4776-

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **CITY OF MORENO VALLEY, a municipal corporation**, does hereby remise, release, and forever quitclaim to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic**, all right, title and interest in and to **easements**, situated in the City of Moreno Valley, County of Riverside, State of California, described in:

Easement Deed recorded on December 12, 2011, as Instrument No. 2011-0548111, records of the Recorder's Office, Riverside County, State of California, attached for reference purposes only.

CITY OF MORENO VALLEY,
a municipal corporation:

Date _____

By: _____
TOM OWINGS, Mayor

ATTEST:

JANE HALSTEAD,
Clerk to the City of Moreno Valley

By: _____
City Clerk

(SEAL)

DOC # 2011-0548111
12/12/2011 01:46P Fee:NC
Page 1 of 5
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

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1			5						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
NCHGC					T:		CTY	UNI	Qel

Recorded at request of, and return to:
City of Moreno Valley
14177 Frederick Street
PO Box 88005
Moreno Valley, CA 92552

NO FEE (GOV. CODE 6103)

Moreno MDP Line J-9
Project No. 4-0-00784

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX $ NONE

C
061

EASEMENT DEED

COUNTY OF RIVERSIDE, political subdivision of the State of California, hereby grants and conveys to the **City of Moreno Valley, a municipal corporation, a drainage easement** for flood control purposes, including but not limited to the construction, use, repair, reconstruction, inspection, operation and maintenance of flood control facilities, and all appurtenant works, including ingress and egress thereto, over, upon, under and across that certain real property situated in the City of Moreno Valley, County of Riverside, State of California, described in legal description attached hereto as Exhibit "A" and as shown in Exhibit "B" and made a part hereof.

Assessor Parcel Number: Portion of 486-280-026

COUNTY OF RIVERSIDE:

Dated: 12/5/2011

By: _____
ROBERT FIELD
Assistant County Executive Officer/EDA

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 11/10/11
SYNTHIA M. GUNZEL DATE

Block 130 Parcel 5

STATE OF CALIFORNIA)
)ss
COUNTY OF Riverside)

On Dec. 5, 2011, before me, Candice E. Etter, a Notary Public in and for said County and State, personally appeared Robert Field, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal:

CANDICE E. ETTER
COMM. #1792098
Notary Public - California
Riverside County
My Comm. Expires Feb. 26, 2012

Signature Candice Etter

[SEAL]

Block 130 Parcel 5

RBF CONSULTING
40810 County Center Drive, Suite 100
Temecula, CA 92591

Rev. October 5, 2011
JN 15101633-M16b

EXHIBIT "A"

DRAINAGE EASEMENT

That certain parcel of land situated in the City of Moreno Valley, County of Riverside, State of California, being that portion of Lot 5 of Block 130 of Map No. 1 of the Bear Valley and Alessandro Development Company filed in Book 11, Page 10 of Maps in the Office of the County Recorder of the County of San Bernardino, State of California, within Section 22, Township 3 South, Range 3 West, San Bernardino Meridian, described as follows:

BEGINNING at the intersection of the westerly line of said Lot 5 of Block 130 with the northerly line of Cactus Avenue as described in the document recorded August 31,1999 as Instrument No. 1999-390726 of Official Records in the office of the County Recorder of said Riverside County and as shown on the map filed in Book 94, Pages 63 through 66, inclusive of Records of Survey in the office of the County Recorder of said Riverside County;

Thence along said westerly line of Lot 5 of Block 130 North 00°25'16" East 125.00 feet;

Thence South 89°34'00" East 30.00 feet;

Thence South 00°25'16" West 125.00 feet to said northerly line of Cactus Avenue;

Thence along said northerly line of Cactus Avenue North 89°34'00" West 30.00 feet the **TRUE POINT OF BEGINNING.**

CONTAINING: 3,750 square feet or 0.086 Acres, more or less.

SUBJECT to all covenants, rights, rights-of-way and easements of record.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

This description was prepared by me or under my direction.

10/05/2011

Thomas E. Verloop, PLS 5343 Date
My license expires 12/31/11

LICENSED LAND SURVEYOR
THOMAS E. VERLOOP
L.S. 5343
Exp. 12/31/11
STATE OF CALIFORNIA

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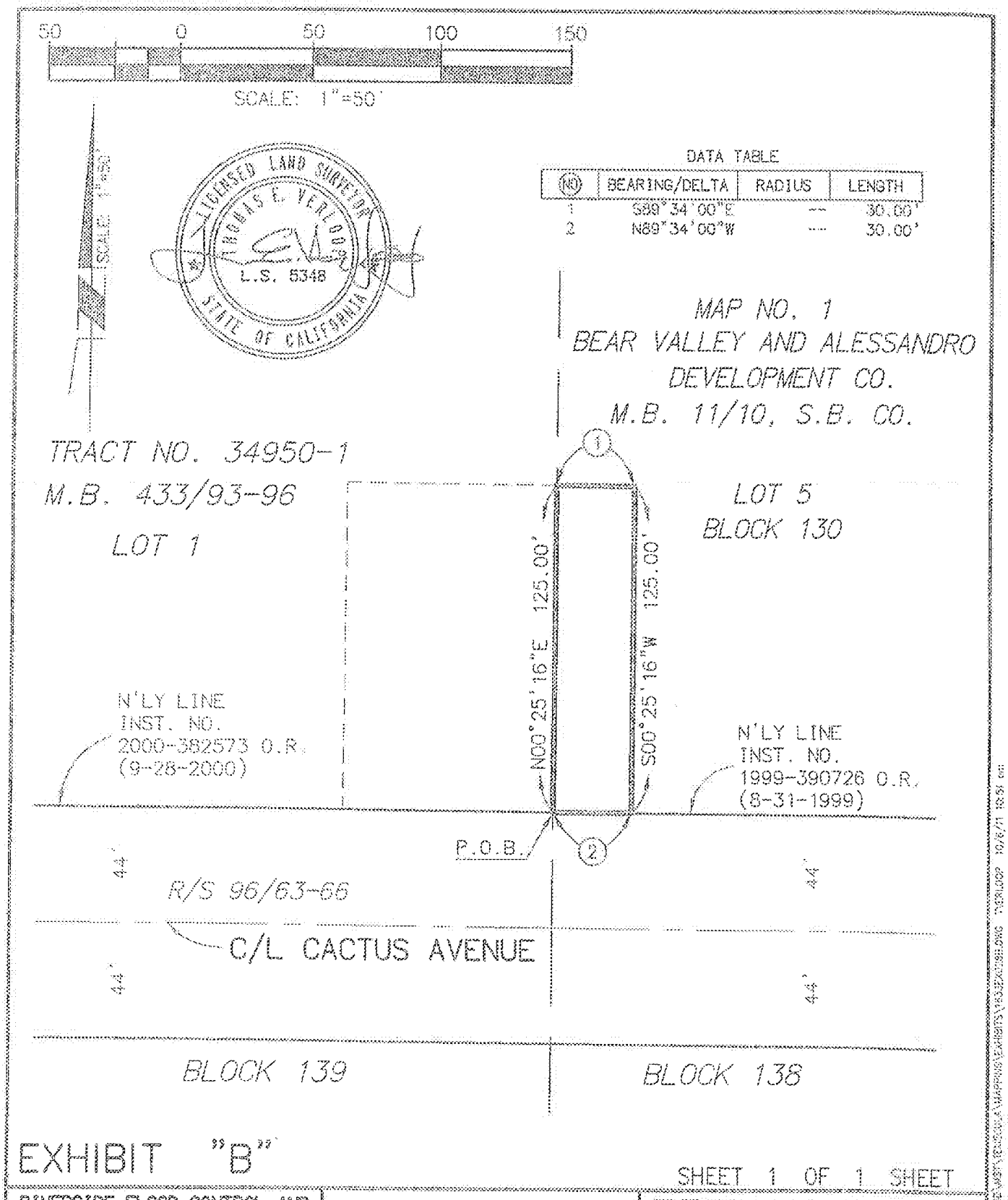

DATA TABLE

NO	BEARING/DELTA	RADIUS	LENGTH
1	S89°34'00"E	---	30.00'
2	N89°34'00"W	---	30.00'

EXHIBIT "B"

SHEET 1 OF 1 SHEET

RIVERSIDE FLOOD CONTROL AND WATER CONSERVATION DISTRICT FLOOD CONTROL RIGHT OF WAY	DRAINAGE EASEMENT	RBF CONSULTING — PLANNING • DESIGN • CONSTRUCTION — 40810 COUNTY CENTER DRIVE, SUITE 100 TEMECULA, CALIFORNIA 92591-6022 951.676.8042 • FAX 951.676.7240 • www.RBF.com
REV. OCTOBER 5, 2011	SCALE 1"=50'	JOB NO. 15101633-M16b

MV00203204

Acceptance Certificate

This is to certify that the interest in real property APN 486-280-026, Easement Deed conveyed by the deed or grant dated December 5, 2011 from County of Riverside, political subdivision of the State of California to the City of Moreno Valley, a municipal corporation, in the form attached hereto, is hereby accepted by the undersigned City Engineer on behalf of the City of Moreno Valley pursuant to authority conferred by Resolution No. 94-5 of the City Council of the City of Moreno Valley adopted on January 25, 1994, and the grantee consents to recordation thereof by the City Clerk.

Date: 12/7/11

Prem Kumar, P.E.
Deputy Director of Public Works/Acting City Engineer
City of Moreno Valley

126068
msr

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed, dated ..... from the CITY OF MORENO VALLEY to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT is hereby accepted by the undersigned officer pursuant to authority conferred by resolution of the Board of Supervisors of said District adopted on May 12, 1961, and the grantee consents to the recordation thereof by its duly authorized officer.

Date.....

By: .....
WARREN D. WILLIAMS
General Manager-Chief Engineer

Project: Moreno MDP Line J, Stage 2
Project No. 4-0-00776
APN: 486-280-026
RCFC Parcel No. 4776-

MV00203207

Recorded at request of, and return to:
Riverside County Flood Control and
Water Conservation District
1995 Market Street
Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Moreno MDP Line J, Stage 2
Project No. 4-0-00776-2
PM 33532/MS 4089
APN 486-280-045

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX $ NONE

RCFC Parcel No. 4776-

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **CITY OF MORENO VALLEY, a municipal corporation**, does hereby remise, release, and forever quitclaim to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic**, all right, title and interest in and to **easements**, situated in the City of Moreno Valley, County of Riverside, State of California, described in:

Easement Deed recorded on March 21, 2012, as Instrument No. 2012-0130583, records of the Recorder's Office, Riverside County, State of California, attached for reference purposes only.

CITY OF MORENO VALLEY,
a municipal corporation:

Date _____

By: _____
TOM OWINGS, Mayor

ATTEST:

JANE HALSTEAD,
Clerk to the City of Moreno Valley

By: _____
City Clerk

(SEAL)

Recorded at request of, and return to:
City of Moreno Valley
14177 Frederick Street
PO Box 88005
Moreno Valley, CA 92552

DOC # 2012-0130583
03/21/2012 11:47A Fee:NC
Page 1 of 5
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

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M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM 002
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C
002

NO FEE (GOV. CODE 6103)

Moreno MDP Line J-9
Project No. 4-0-00784

DOCUMENTARY TRANSFER TAX $ NONE

EASEMENT DEED

MORENO VALLEY PROPERTIES, a Delaware limited partnership, hereby Dedicates in Perpetuity to the City of Moreno Valley, a drainage easement for flood control purposes, including but not limited to the construction, use, repair, reconstruction, inspection, operation and maintenance of flood control facilities, and all appurtenant works, including ingress and egress thereto, over, upon, under and across that certain real property, situated in the City of Moreno Valley, County of Riverside, State of California, described in legal description attached hereto as Exhibit "A" and as shown in Exhibit "B" and made a part hereof.

Assessor Parcel Number: Portion of 486-280-045

MORENO VALLEY PROPERTIES,
a Delaware limited partnership:

Dated: 11-17-11

By: _____
(signature)

IDDO BENZEVI
(print)

Title: PRESIDENT & CEO

Dated: _____

By: _____
(signature)

_____
(print)

Title: _____

(Notary Attached)

Tract 34950-1 Lot 1

NOTARY ACKNOWLEDGMENT

State of CALIFORNIA
County of RIVERSIDE } ss.

On 11-17-11, before me, LORINNE J. PHILLIPS, a Notary Public, personally appeared IDDO BENZEEVI,

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

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

WITNESS my hand and official seal.

LORINNE J. PHILLIPS
COMM #1866955
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Commission Expires October 2, 2013

Signature of Notary

Notary Seal

MV00203210

RBF CONSULTING
40810 County Center Drive, Suite 100
Temecula, CA 92591

Rev. October 5, 2011
JN 15101633-M16

EXHIBIT "A"

DRAINAGE AND TEMPORARY ACCESS EASEMENT

That certain parcel of land situated in the City of Moreno Valley, County of Riverside, State of California, being that portion of Lot 1 of Tract No. 34950-1 as shown on the map filed in Book 433, Pages 93 through 96, inclusive, of Maps in the Office of the County Recorder of said Riverside County, California, within Section 22, Township 3 South, Range 3 West, San Bernardino Meridian, described in parcels as follows:

BEGINNING at the southeasterly corner of said Lot 1, being on the northerly line of Cactus Avenue as described in the document recorded September 28, 2000 as Instrument No. 2000-382573 of Official Records in the office of the County Recorder of said Riverside County and as shown on the map filed in Book 94, Pages 63 through 66, inclusive of Records of Survey in the office of the County Recorder of said Riverside County;

Thence along the southerly line of said Lot 1 and said northerly line of Cactus Avenue North 89°34'00" West 80.00 feet;

Thence North 00°25'16" East 125.00 feet;

Thence South 89°34'00" East 80.00 feet to said easterly line of Lot 1;

Thence along said easterly line of Lot 1 South 00°25'16" West 125.00 feet to the **POINT OF BEGINNING.**

CONTAINING: 10,000 square feet or 0.230 Acres, more or less.

SUBJECT to all covenants, rights, rights-of-way and easements of record.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

This description was prepared by me or under my direction.

10/05/2011
Thomas E. Verloop, PLS 5348 Date
My license expires 12/31/11

LICENSED LAND SURVEYOR
THOMAS E. VERLOOP
L.S. 5348
Exp. 12/31/11
STATE OF CALIFORNIA

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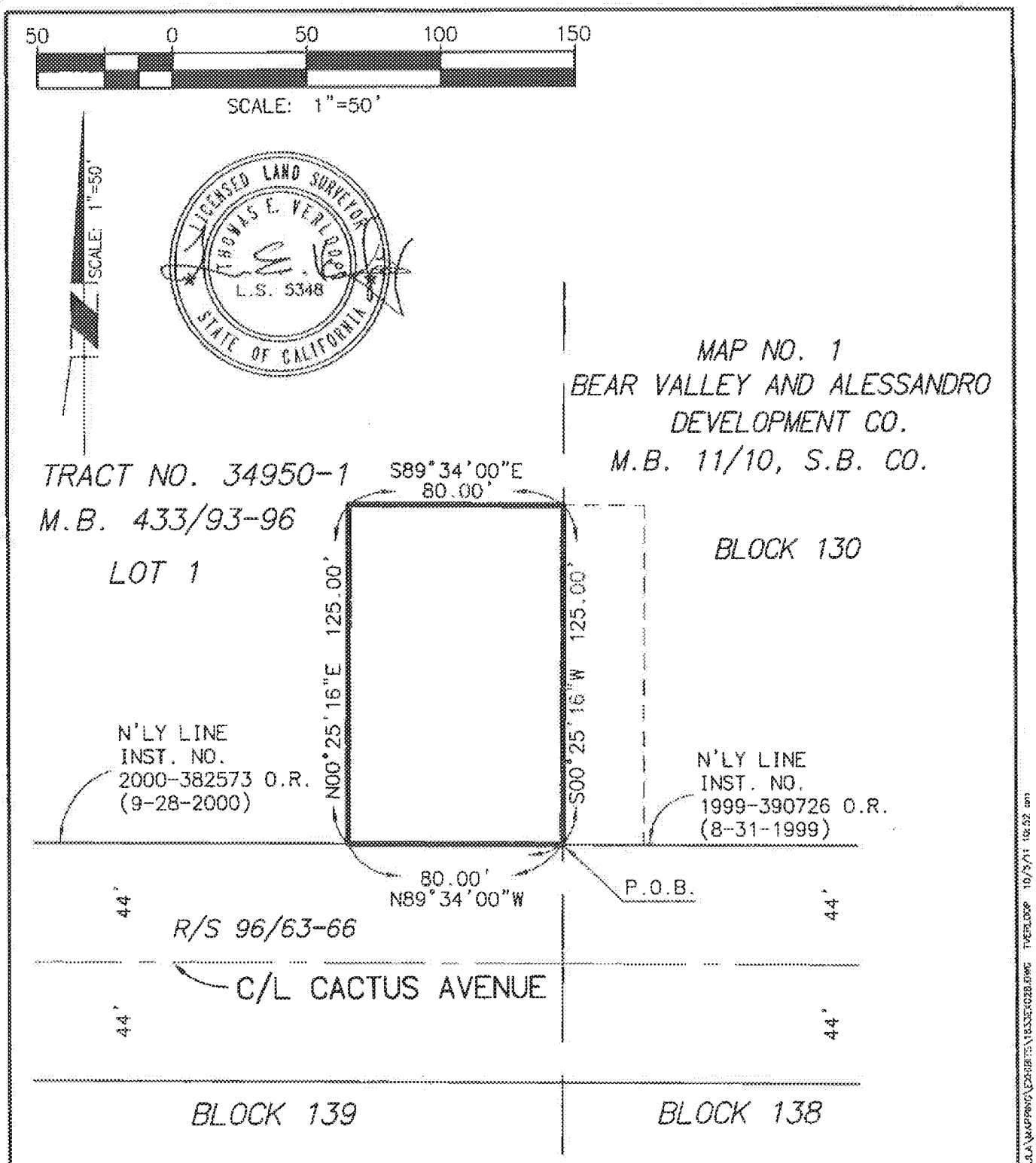

EXHIBIT "B"

SHEET 1 OF 1 SHEET

RIVERSIDE FLOOD CONTROL AND WATER CONSERVATION DISTRICT FLOOD CONTROL RIGHT OF WAY	DRAINAGE EASEMENT AND TEMPORARY ACCESS EASEMENT	RBF CONSULTING — PLANNING • DESIGN • CONSTRUCTION 40810 COUNTY CENTER DRIVE, SUITE 100 TEMECULA, CALIFORNIA 92591-6022 951.676.8042 • FAX 951.676.7240 • www.RBF.com
REV. OCTOBER 5, 2011	SCALE 1"=50'	JOB NO. 15101633-M16

Acceptance Certificate

This is to certify that the interest in real property APN 486-280-045, Easement Deed conveyed by the deed or grant dated November 17, 2011 from Moreno Valley Properties, a Delaware limited partnership to the City of Moreno Valley, a municipal corporation, in the form attached hereto, is hereby accepted by the undersigned City Engineer on behalf of the City of Moreno Valley pursuant to authority conferred by Resolution No. 94-5 of the City Council of the City of Moreno Valley adopted on January 25, 1994, and the grantee consents to recordation thereof by the City Clerk.

Date: 3/19/12

for **Ahmad R. Ansari, P.E.**
Public Works Director/City Engineer
City of Moreno Valley

126068
mtt

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed, dated _____ from the CITY OF MORENO VALLEY to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT is hereby accepted by the undersigned officer pursuant to authority conferred by resolution of the Board of Supervisors of said District adopted on May 12, 1961, and the grantee consents to the recordation thereof by its duly authorized officer.

Date_____

By: _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

Project: Moreno MDP Line J, Stage 2
Project No. 4-0-00776
APN: 486-280-045
RCFC Parcel No. 4776-

MV00203215

Recorded at request of, and return to:
Riverside County Flood Control and
Water Conservation District
1995 Market Street
Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Moreno MDP Line J, Stage 2
Project No. 4-0-00776-2
PM 33532/MS 4089
APN 486-300-011

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX $ NONE

RCFC Parcel No. 4776-

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **CITY OF MORENO VALLEY, a municipal corporation**, does hereby remise, release, and forever quitclaim to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic**, all right, title and interest in and to **easements**, situated in the City of Moreno Valley, County of Riverside, State of California, described in:

Easement Deed recorded on March 21, 2012, as Instrument No. 2012-0130584, records of the Recorder's Office, Riverside County, State of California, attached for reference purposes only.

CITY OF MORENO VALLEY,
a municipal corporation:

Date .....

By: .....
TOM OWINGS, Mayor

ATTEST:

JANE HALSTEAD,
Clerk to the City of Moreno Valley

By: .....
City Clerk

(SEAL)

Recorded at request of, and return to:
City of Moreno Valley
14177 Frederick Street
PO Box 88005
Moreno Valley, CA 92552

NO FEE (GOV. CODE 6103)

DOC # 2012-0130584
03/21/2012 11:47A Fee:NC
Page 1 of 8
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

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Moreno MDP Line J
Project No. 4-0-00776

DOCUMENTARY TRANSFER TAX $ NONE

C
002

EASEMENT DEED

MORENO VALLEY PROPERTIES, a Delaware limited partnership, hereby Dedicates in Perpetuity to the City of Moreno Valley, a storm drain easement for flood control and drainage purposes, including but not limited to the construction, use, repair, reconstruction, inspection, operation and maintenance of storm drain facilities, and all appurtenant works, including ingress and egress thereto, over, upon, under and across that certain real property situated in the City of Moreno Valley, County of Riverside, State of California, described in legal description attached hereto as Exhibit "A" and as shown in Exhibit "B" and made a part hereof.

Assessor Parcel Number: Portion of 486-300-011

MORENO VALLEY PROPERTIES,
a Delaware limited partnership:

Dated: 11-17-11

By: _____
(signature)

IDDO BENZEVI
(print)

Title: PRESIDENT & CEO

Dated: _____

By: _____
(signature)

_____
(print)

Title: _____

(Notary Attached)

Blocks 138 & 139

NOTARY ACKNOWLEDGMENT

State of CALIFORNIA
County of RIVERSIDE } ss.

On 11-17-11, before me, LORINNE J PHILLIPS a Notary Public, personally appeared IDO BENZEEVI,

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

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

WITNESS my hand and official seal.

Signature of Notary

LORINNE J. PHILLIPS
COMM #1868955
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Commission Expires October 2, 2013

Notary Seal

RBF CONSULTING
40810 County Center Drive, Suite 100
Temecula, CA 92591

September 13, 2011
JN 15101633-M7

EXHIBIT "A"
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

LINE "J" STORM DRAIN EASEMENT

That certain parcel of land situated in the City of Moreno Valley, County of Riverside, State of California, being those portions of Blocks 138 and 139 of Map No. 1 of the Bear Valley and Alessandro Development Company filed in Book 11, Page 10 of Maps in the Office of the County Recorder of the County of San Bernardino, State of California, within Section 16, Township 3 South, Range 3 West, San Bernardino Meridian, included within a strip of land 40.00 feet wide, the centerline of said strip being described as follows:

COMMENCING at the centerline intersection of Nason Street with Cactus Avenue as shown on a map filed in Book 92, Page 39 of Records of Surveys in the Office of the Riverside County Recorder;

thence along said centerline of Cactus Avenue North 89°34'00" West 866.48 feet to the westerly line of the parcel of land shown on said record of survey map;

thence along said westerly line South 00°25'25" West 100.00 feet to the **TRUE POINT OF BEGINNING;**

thence along a line parallel with said centerline of Cactus Avenue North 89°34'00" West 1728.96 feet to the beginning of a tangent curve concave northeasterly and having a radius of 45.00 feet;

thence along said curve northwesterly 70.78 feet through a central angle of 90°07'15";

thence tangent from said curve North 00°33'15" East 10.91 feet to a line parallel with and 44.00 feet southerly from said centerline of Cactus Avenue and the **POINT OF TERMINATION.**

Said strip of land shall be lengthened or shortened so as to terminate easterly in said westerly line of the parcel of land shown on said record of survey map and northerly in said line parallel with and 44.00 feet southerly from said centerline of Cactus Avenue.

CONTAINING: 1.66 Acres, more or less.

SUBJECT to all covenants, rights, rights-of-way and easements of record.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

This description was prepared by me or under my direction.

03/01/2012
Thomas E. Verloop, P.L.S. 5348 Date:
My license expires 12/31/13

LICENSED LAND SURVEYOR
THOMAS E. VERLOOP
L.S. 5348
Exp. 12/31/13
STATE OF CALIFORNIA

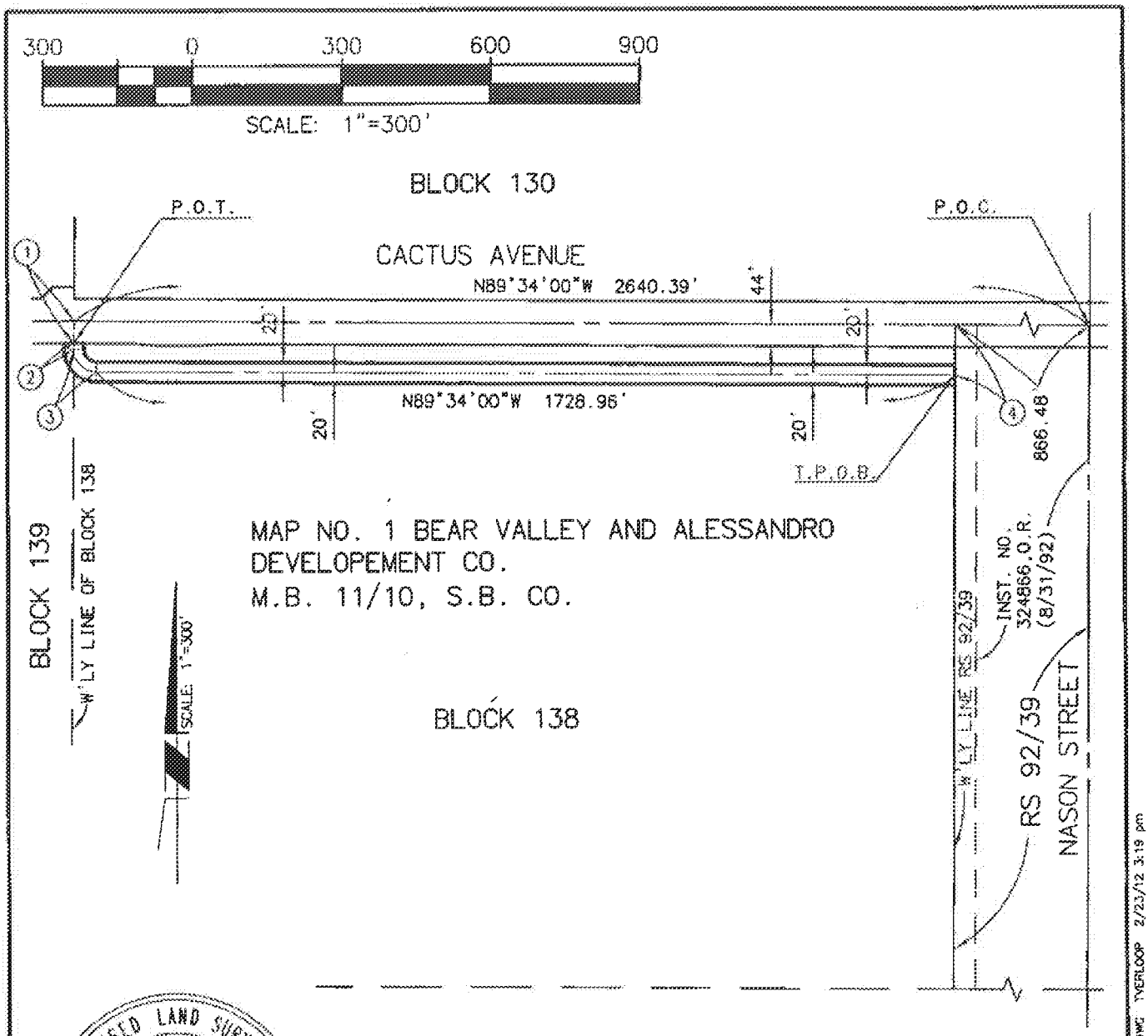

DATA TABLE

(NO)	BEARING/DELTA	RADIUS	LENGTH
1	N00°26'00"E	—	44.00'
2	N00°33'15"E	—	10.91'
3	90°07'15"	45.00'	70.78'
4	S00°25'25"W	—	100.00'

EXHIBIT "B"

SHEET 1 OF 1 SHEET

RIVERSIDE FLOOD CONTROL AND WATER CONSERVATION DISTRICT FLOOD CONTROL RIGHT OF WAY	LINE "J" STORM DRAIN EASEMENT	RBF CONSULTING PLANNING • DESIGN • CONSTRUCTION 40810 COUNTY CENTER DRIVE, SUITE 100 TEMECULA, CALIFORNIA 92591-6022 951 676 8042 • FAX 951 676 7240 • www.RBF.com
SEPTEMBER 13, 2011	SCALE 1"=300'	JOB NO. 15101633-M7

H:\PDATA\101054445\CADD\MST\TEMECULA\MAPPING\EXHIBITS\1633EX013.DWG TVERCOP 2/23/12 3:19 pm

Acceptance Certificate

This is to certify that the interest in real property APN 486-300-011, Easement Deed conveyed by the deed or grant dated November 17, 2011 from Moreno Valley Properties, a Delaware limited partnership to the City of Moreno Valley, a municipal corporation, in the form attached hereto, is hereby accepted by the undersigned City Engineer on behalf of the City of Moreno Valley pursuant to authority conferred by Resolution No. 94-5 of the City Council of the City of Moreno Valley adopted on January 25, 1994, and the grantee consents to recordation thereof by the City Clerk.

Date: 3/19/12

for **Ahmad R. Ansari, P.E.**
Public Works Director/City Engineer
City of Moreno Valley

126068
mstr

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed, dated _____ from the CITY OF MORENO VALLEY to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT is hereby accepted by the undersigned officer pursuant to authority conferred by resolution of the Board of Supervisors of said District adopted on May 12, 1961, and the grantee consents to the recordation thereof by its duly authorized officer.

Date_____

By: _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

Project: Moreno MDP Line J, Stage 2
Project No. 4-0-00776
APN: 486-300-011
RCFC Parcel No. 4776-

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad Ansari, Public Works Director/City Engineer and John Terell, Interim Community & Economic Development Director

AGENDA DATE: June 11, 2013

TITLE: PARCEL MAP 35150 – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTIONS OF SAN MICHELE ROAD, INDIAN STREET, NANDINA AVENUE AND HEACOCK STREET ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

RECOMMENDED ACTION

Recommendations:

1. Adopt the proposed Resolution No. 2013-39 authorizing the acceptance of the public improvements within Parcel Map 35150 as complete and accepting the portions of San Michele Road, Indian Street, Nandina Avenue and Heacock Street associated with the project into the City's Maintained Street system.

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 60 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

BACKGROUND

On July 12, 2007, the Planning Commission of the City of Moreno Valley approved the Conditions of Approval and Mitigation Monitoring Program for Tentative Parcel Map 35150. This industrial project is located on approximately 53.27 acres of land located at the southwest corner of Indian Street and San Michele Road.

On July 8, 2008, the City Council of the City of Moreno Valley approved Final Map 35150 and accepted the Public Improvement Agreement and security. On August 28, 2012, the City Council of the City of Moreno Valley approved the substitution agreement and security. The developer was required to construct all public street improvements that included, but are not limited to, asphalt pavement, curb, gutter, sidewalk, driveway approaches, street lights, landscaping, storm drain, sewer and water. The Agreement for Public Improvements required the developer to provide security for the appropriate improvements. Parcel Map 35150 provided a Faithful Performance cash security in the amount of $7,721,000 and a Material and Labor cash security in the amount of $3,860,500. The cash security is held by First American Title Insurance Company.

On February 26, 2013, the City Engineer authorized an eighty percent (80%) reduction to the faithful performance security in the amount of $6,176,800. The material and labor security was not reduced.

The required improvements received on-going inspection during the construction process. Upon completion of the improvements, Community & Economic Development Department/Land Development performed an inspection, and a punch list was generated. The required corrective actions have been completed, and the improvements are now eligible for acceptance into the City's maintained street system.

DISCUSSION

The completed improvements have received a final inspection, and the improvements were completed in accordance with the approved plans and the standards of the City of Moreno Valley. In accordance with the Streets and Highway Code, the method for acceptance of improvements, per Section 1806, (a), and (b), is by action of the governing body, by resolution.

It is therefore appropriate to accept those improvements into the City's maintained street system and to provide a 90% reduction to the Faithful Performance security of $7,721,000 held by First American Title Insurance Company of America. As there has been one partial reduction provided earlier, the amount remaining to reach the 90% reduction is Seven Hundred Seventy-Two Thousand One Hundred dollars ($772,100.00). Sixty days after City Council approves the Faithful Performance Bond reduction, the Material and Labor Bond will be exonerated by the City Engineer provided there are no stop notices or liens on file with the City Clerk. The remaining 10% of the bond will be held for the one-year guarantee and warranty period. At the end of the guarantee and warranty period the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Adopt the proposed Resolution authorizing the acceptance of the public improvements within Parcel Map 35150 as complete and accepting the portions of San Michele Road, Indian Street, Nandina Avenue and Heacock Street associated with the project into the City's Maintained Street system. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate

the Material and Labor Bond in 60 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

2. Do not adopt the proposed Resolution authorizing the acceptance of the public improvements within Parcel Map 35150 as complete and accepting the portions of San Michele Road, Indian Street, Nandina Avenue and Heacock Street associated with the project into the City's Maintained Street system. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 60 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

FISCAL IMPACT

The acceptance of these street improvements into the City's maintained street system will create an additional fiscal impact to the street maintenance program of the City (Fund 2000-Gas Tax, Fund 2001-Measure "A", and Fund 2008-NPDES. Fund 2000 is restricted to the construction and maintenance of streets and roadways. Fund 2001 is restricted for transportation projects only for the purposes of construction, maintenance and operation of streets and roadways. The County Service Area (CSA) levy collected from property owners support current NPDES Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the CSA 2008 annual levy are restricted for use only within the Storm Water Management program).

NOTIFICATION

Publication of agenda

ATTACHMENTS

Attachment 1 – Vicinity Map
Attachment 2 – Proposed Resolution

Prepared By:
Liz Plazola
Sr. Administrative Assistant

Department Head Approval:
Ahmad R. Ansari
Public Works Director/City Engineer

Concurred By:
Mark W. Sambito, P.E.
Engineering Division Manager

Department Head Approval:
John Terell
Interim Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

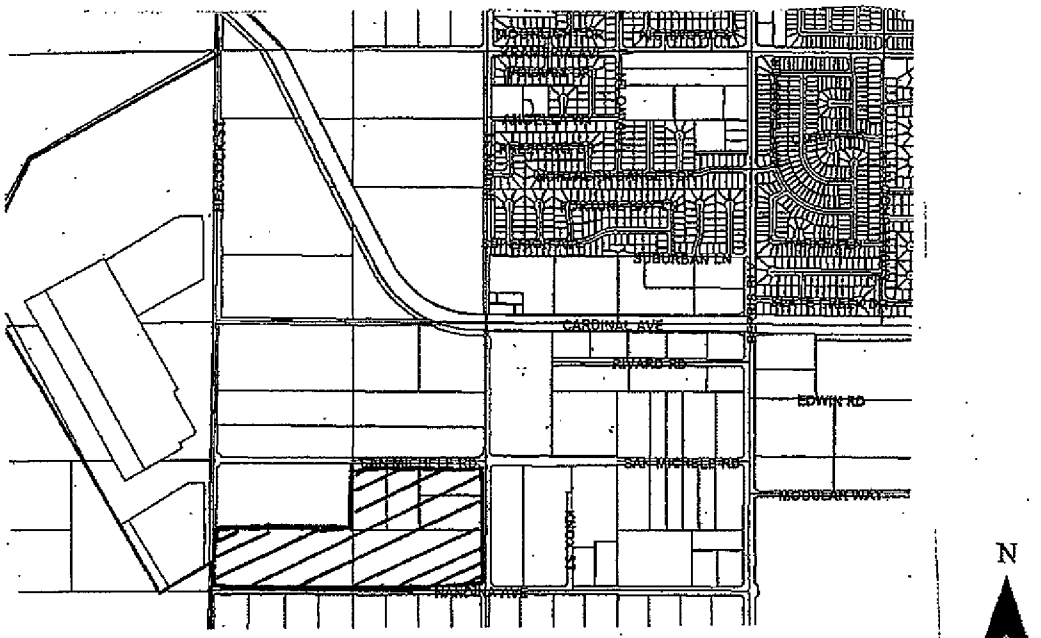

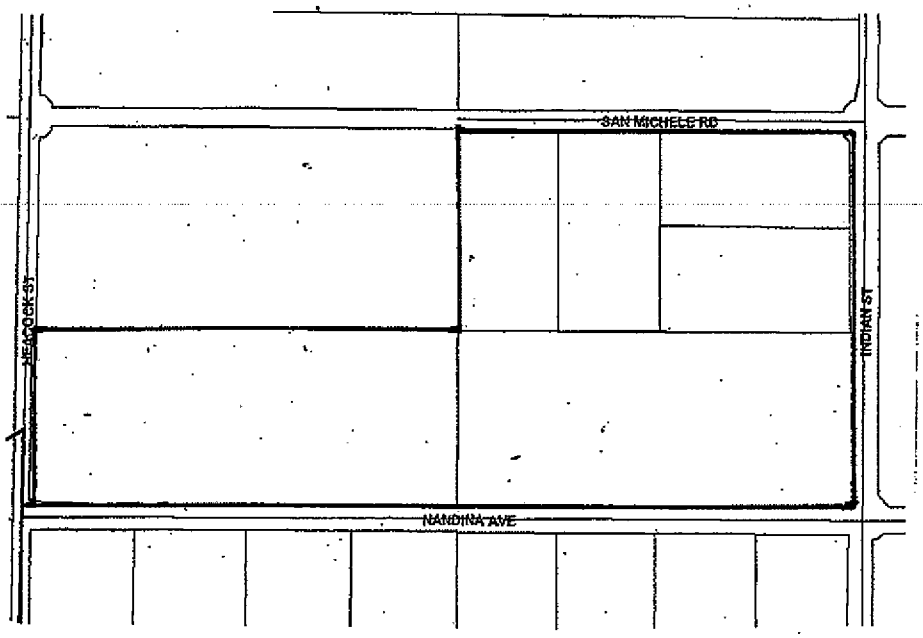

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** Attachment 1	**PARCEL MAP 35150** **VICINITY MAP**

W:\LAND\FORMS\VICINITY MAP.doc (01/04)

RESOLUTION NO. 2013-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE WITHIN PARCEL MAP 35150 AND ACCEPTING THE PORTIONS OF SAN MICHELE ROAD, INDIAN STREET, NANDINA AVENUE AND HEACOCK STREET ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by FR/CAL Moreno Valley, LLC on San Michele Road, Indian Street, Nandina Avenue and Heacock Street associated with the project were constructed according to the approved plans on file with the City of Moreno Valley and

WHEREAS, the City Engineer has determined that those improvements were inspected during construction and were completed in an acceptable manner and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public improvements as complete within Parcel Map 35150 and accept San Michele Road, Indian Street, Nandina Avenue and Heacock Street associated with the project into the City's maintained street system and

WHEREAS, it is in accordance with Streets and Highway Code, Section 1806, (a) and (b), for City Council to perform this action by resolution

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: that the public improvements within Parcel Map 35150 are complete, and San Michele Road, Indian Street, Nandina Avenue and Heacock Street associated with the project are accepted into the City's maintained street system.

APPROVED AND ADOPTED this 11th day of June, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-39 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: June 11, 2013

TITLE: APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND ELECTRIC RATE SCHEDULE ED - ECONOMIC DEVELOPMENT RATE FOR MORENO VALLEY UTILITY

RECOMMENDED ACTION

Recommendations:

1. Approve Resolution No. 2013-46 amending Electric Rate Schedule ED – Economic Development Rate for Moreno Valley Utility.

2. Authorize the City Manager to execute, on behalf of the City Council, the amended Economic Development Rate Agreement for New or Expanded Load Electric Service Customer pursuant to Schedule ED - Economic Development Rate.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

One of the primary reasons for the creation of the electric utility was to promote a competitive economic climate. The ability to attract businesses and jobs to the City through economic development incentives such as discounted electric rates is an important tool to bring jobs to the City, while expanding its tax base.

On June 12, 2012, the City Council approved Resolution No. 2012-44 adopting two new electric rate schedules that will give the City the ability to provide additional economic incentives to attract new businesses and retain existing businesses in the City.

DISCUSSION

The Economic Development Electric Rate Incentive Program is a two-year pilot program that consists of a discounted electric rate based on certain criteria. The discounted rate as currently approved for new businesses would be in effect for six to twelve years, and is separated into four tiers, as shown below. Staff is recommending the addition of a fifth tier, to be applied at the City Manager's discretion, to new businesses that locate a regional corporate office in the City that is a minimum of 50,000 square feet in size, have perishable space of at least 200,000 square feet, and provide a minimum of 200 jobs. Tier 5 is an 18-year discounted electric rate of 20%.

NEW BUSINESSES

- Targeted industries
  - Logistics/Distribution
  - Healthcare
- Building size
  - Logistics/Distribution 500,000 sf minimum
    - Tier 5 Discount Rate
      - Regional Corporate Office Space 50,000 sf minimum
      - Perishable Space 200,000 sf minimum
  - Healthcare 100,000 sf minimum
- Job creation
  - Tier 1 discount rate: 150 to 499 jobs
  - Tier 2 discount rate: 500 to 999 jobs
  - Tier 3 discount rate: more than 1,000 jobs
  - Tier 4 discount rate: minimum of 350 jobs
  - Tier 5 discount rate: minimum of 200 jobs
- City Revenue Producer – either sales tax or use tax generation
  - Tier 1a
  - Tier 4: minimum of $40,000 annual sales tax revenue to City
- Minimum electric load of 500 kW demand

	Tier 1/Tier 1a	Tier 2	Tier 3	Tier 4	Tier 5
Years 1 - 2	15%	20%	20%	20%	20%
Years 3 - 4	12%	15%	20%	20%	20%
Years 5 - 6	10%	10%	15%	20%	20%
Years 7 - 12	-	-	-	20%	20%
Years 13 - 18					20%

ALTERNATIVES

1. Approve proposed resolution amending Electric Rate Schedule ED - Economic Development Rate and associated agreement for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *The amendment of the Electric Rates will allow the City's utility to offer competitive rates to attract new businesses.*

2. Do not approve proposed resolution amending the Electric Rate Schedule ED – Economic Development Rate and associated agreement for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *This would restrict the City's utility in its ability to offer competitive rates and attract new businesses.*

FISCAL IMPACT

The estimated average annual customer savings under the New Business Program/Expanded Load Program is described in the table below:

	Tier 1/Tier 1a	**Tier 2**	**Tier 3**	**Tier 4**	**Tier 5**
Average max demand of 1 MW	$100,878	$122,690	$149,954	$163,586	$163,586
Average max demand of 750 kW	$72,244	$87,865	$107,390	$117,153	$117,153
Average max demand of 580 kW	$53,945	$65,609	$80,189	$87,479	$87,479

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:
The municipal electric utility will generate revenues from attracting businesses that will provide funding for City programs and services over time. These revenues will help achieve important financial goals of the City.

POSITIVE ENVIRONMENT:
The proposed ED rate amendment helps to create a positive environment for economic development within the community. The City of Moreno Valley will offer competitive rates and will help the City attract new businesses and jobs for the community.

NOTIFICATION

Posting of the agenda.

ATTACHMENTS

Attachment 1 – Proposed Resolution
Attachment 2 – Electric Rate Schedule ED – Economic Development Rate
Attachment 3 – Economic Development Rate Agreement for New or Expanded Load Electric Service Customer

Prepared By:
Jeannette Olko
Electric Utility Division Manager

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND ELECTRIC RATE SCHEDULE ED – ECONOMIC DEVELOPMENT RATE AND ASSOCIATED AGREEMENT FOR MORENO VALLEY UTILITY

WHEREAS, the City of Moreno Valley (the "City"), a municipal corporation, is authorized pursuant to Article XI, Section 9(a) of the California Constitution to establish, purchase, and operate public works to furnish its inhabitants with light, water, power, heat, transportation, or means of communication; and

WHEREAS, on June 26, 2001, the City Council of the City of Moreno Valley approved Resolution No. 2001-33 and, as amended by Resolution 2002-46, authorized the formation of a municipally owned utility for the purpose of providing electrical power, storm water, telephone telecommunications, cable TV, water, natural gas, and sanitary sewer; and

WHEREAS, on July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges document for Moreno Valley Utility which states, in part, that the rates to be charged by and paid to the City for electric service will be the rates legally in effect and on file with the City Council; and

WHEREAS, there are sections of the Electric Service Rules, Fees and Charges document that contain rules which define the terms and conditions under which electric service will be provided to the customer; and

WHEREAS, there are rules, fees, charges, and rates associated with providing the services identified in the document. These rules, fees, charges, and rates are deemed necessary and equitable for services rendered and are required to fund in whole or in part, all of the services required to facilitate the delivery of electric distribution pursuant to the rules; and

WHEREAS, Urgency Ordinance No. 651 was adopted by the City Council on December 9, 2003, allowing for the adoption of rates by resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The City Council hereby adopts the amended Moreno Valley Utility Electric Rates to include the amended rate schedule and associated agreement for the Economic Development Rate – New Business or Expanded Load Customers as on file in the Public Works Department.

APPROVED AND ADOPTED this 11th day of June, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00203236

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-46 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

MV00203237

SCHEDULE ED – ECONOMIC DEVELOPMENT ("ED") RATE

Applicability

Commercial or industrial end-use customers that would otherwise receive service under Electric Rate Schedule TOU-LGS (Time of Use-Large General Service) and meet certain criteria as established and adopted by resolution of the City Council of the City of Moreno Valley may take advantage of the ED rate as a New Customer or Expanded Load Customer. This ED rate is applicable to all or part of the services provided to New Customers and Expanded Load Customers, as such terms are defined herein.

1. A New Customer shall be a customer seeking to locate a new business or relocate an existing business (not currently located within the territory served by Moreno Valley Utility) within Moreno Valley Utility's service territory.
2. An Expanded Load Customer shall be an existing Moreno Valley Utility TOU-LGS customer that is adding new load to Moreno Valley by a minimum of 200 kW based upon the customer's past electrical demand as determined by Moreno Valley Utility. The expanded load can be at the customer's current site, or at a new site within the Moreno Valley Utility service territory. The ED rate will only be applied to the expanded load as determined in Section 5 below.
3. A New Customer shall meet the following criteria:
    a. Targeted industries
        i. Logistics/Distribution
        ii. Medical/Healthcare
        iii. Auto Dealerships
    b. Building/Area size
        i. Logistics/Distribution 500,000 sf minimum
            1. Tier 5 Discount Rate
                a. Regional Corporate Office Space 50,000 sf minimum
                b. Perishable Space 200,000 sf minimum
        ii. Medical/Healthcare 100,000 sf minimum
        iii. Auto Dealerships 5 acres
    c. Job Creation
        i. Tier 1 Discount Rate 150 – 499 jobs
        ii. Tier 2 Discount Rate 500 – 999 jobs
        iii. Tier 3 Discount Rate greater than 1000 jobs
        iv. Tier 4 Discount Rate 350 jobs minimum
        v. Tier 5 Discount Rate 200 jobs minimum
    d. City Revenue Producer – either sales tax or use tax generation
        i. Tier 1a Discount Rate
        ii. Tier 4 Discount Rate minimum $40,000 annual sales tax revenue to the City

MV00203238

Territory

Within the entire territory served by Moreno Valley Utility.

Character of Service

The service provided hereunder shall be alternating current with regulated frequency of 60 hertz, three-phase, or a combination single and three-phase served through one meter, at a standard voltage not to exceed 480 volts, or as may be specified by the Electric Division. To be eligible to participate all customers must have a demand meter.

Rates

Except as provided herein, or in the Economic Development Rate Agreement, all charges and provisions of the customer's otherwise applicable rate schedule shall apply. The applicable Energy Charge and Demand Charge under the customer's otherwise applicable rate schedule will be reduced as follows:

	Tier 1/Tier 1a	Tier 2	Tier 3	Tier 4	Tier 5
Years 1 - 2	15%	20%	20%	20%	20%
Years 3 - 4	12%	15%	20%	20%	20%
Years 5 – 6	10%	10%	15%	20%	20%
Years 7 -12	-	-	-	20%	20%
Years 13 - 18					20%

Special Conditions

1. Term: Economic Development Rate Agreements entered into under this Schedule shall be for a single six-year term, except for Tier 4, which shall be for a single twelve-year term and Tier 5, which shall be for a single eighteen-year term.
2. Approval: Application of this Rate Schedule shall be subject to the approval of the City Manager or his designee, based on meeting the eligibility criteria outlined herein.
3. Agreement: The customer must sign a standard Moreno Valley Economic Development Rate Agreement in order for the rates under this Schedule to be applicable. In addition to the other terms of this Schedule, the Economic Development Rate Agreement shall require the customer to reimburse Moreno Valley for all rate reductions received under this Schedule, if the customer fails to maintain the required minimum load during the applicable term of the Agreement.
4. Minimum Load: Customers qualifying under this Schedule as a New Customer with a projected minimum monthly electric demand of at least 500 kW or as an Expanded Load Customer under Applicability Sections 1and 2 above, respectively, must agree

MV00203239

to maintain a minimum level of load for six years for Tier 1/1a, Tier 2, and Tier 3 discounts, twelve years for Tier 4 discount, and eighteen years for Tier 5 discount from the date service is first rendered under this Schedule as set forth in the Economic Development Rate Agreement.

5. Base Period Usage: Base Period Usage shall be established and agreed to in the Economic Development Rate Agreement for Expanded Load Customers. Base Period Usage shall be the average monthly energy use and demand for the customer during the last three years of service to the customer, from the date ending the last payment period before the date of the Agreement. Expanded Load qualifying for the rate under this Schedule shall be measured as the difference between the new monthly, meter documented energy use and demand, and the Base Period Usage.
6. State Mandated Public Purpose Program Charge: All bills rendered under this Schedule shall be subject to the Public Purpose Program Charge as established by the City Council.
7. Miscellaneous Fees and Charges: Rates charged pursuant to this Schedule shall be subject to any Energy Users Taxes, Utility Users Taxes, and any other governmental taxes, duties, or fees which are applicable to Electric Service provided to Customer by the City of Moreno Valley. Rates are also subject to adjustment, as established by the City of Moreno Valley City Council in response to federal or state climate change laws, renewable portfolio standard or other mandated legislation. These adjustments may include but are not limited to charges to mitigate the impacts of greenhouse gas emissions or "green power" premiums.
8. Expanded Load: Expanded Load customers applying for this rate must demonstrate to the satisfaction of the Utility that the expanded load is new to Moreno Valley.
9. Effective Date: The effective date of the Economic Development Rate Agreement shall commence within 12 months from the date of the City's approval, or the Agreement becomes null and void. The Agreement becomes effective upon execution by the parties, and the Economic Development Rate commences upon written notice by customer, and coincides with the customer's normal billing cycle.
10. Reapplication: Customers who have received service under the Economic Development Rate are eligible to reapply for the rate as an Expanded Load Customer 12 months after their current Economic Development Rate Agreement has expired, if they meet the criteria therefore.
11. Restrictions: Residential customers and federal, state or local government agencies are not eligible to apply for service under this Schedule.

MV00203240

CITY OF MORENO VALLEY ELECTRIC UTILITY

ECONOMIC DEVELOPMENT RATE AGREEMENT

FOR NEW OR EXPANDED LOAD ELECTRIC SERVICE CUSTOMER

This ECONOMIC DEVELOPMENT RATE AGREEMENT for New or Expanded Load Electric Service Customer is made and entered into this ____ day of _____, 20__ by and between _____ ("Customer"), and the CITY OF MORENO VALLEY ("Moreno Valley"), a California general law city and municipal corporation organized and existing under the laws of the State of California, each hereinafter sometimes referred to individually as "Party" and collectively as "Parties".

In consideration of the mutual covenants and promises in this Agreement, the Parties agree as follows:

1. DEFINITIONS

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

1.1 Agreement: This document and appendices, as amended from time to time.

1.2 Authorized Representative: The representative designated by each Party, in accordance with Section 14.1, to act on such Party's behalf with respect to those matters specified in this Agreement.

1.3 Economic Development Rate ("ED"): the rates and charges set forth in Schedule ED, subject to the terms and conditions of this Agreement.

1.4 Base Period Usage: As defined in Section 4 of this Agreement.

1.5 Commencement Date: The date on which Moreno Valley shall begin charging Customer for Electric Service at the Electric Rate as such date may be established pursuant to Section 6.2 and may be tolled pursuant to Section 11.4, but not to exceed twelve (12) months from the Effective Date.

1.6 Customer: Customer as defined in the Moreno Valley's Electric Rule 1.

1.7 Effective Date: The date this Agreement is executed by both parties, as set forth in the introductory paragraph of the Agreement.

1.8 Electric Rate: Those Customer's Otherwise Applicable Rate Schedule for Electric Service, less the discounts set forth in Subsection 3.3.

1.9 Electric Rules: Applies to all, or any combination of, Moreno Valley's "Electric Service Rules, Fees, and Charges", as modified from time to time and adopted by the Moreno Valley City Council.

1.10 Electric Service: Energy, demand, substation distribution and transmission service necessary to deliver such Energy to Customer's Points of Interconnection, and such other services that Moreno Valley is required to provided pursuant to this Agreement,

the Electric Service Rules and any programs or services mandated by a state or federal regulatory agency, or Moreno Valley's City Council.

1.11 Expanded Load: The amount of qualifying load eligible for discount under this Agreement and shall be measured as the difference between the new monthly, meter-documented energy use and demand, and the Base Period Usage.

1.12 Expanded Load Customer: A commercial or industrial customer currently served by Moreno Valley meeting the qualifications set forth in Schedule ED and expanding business operations within Moreno Valley's electric service area that will add new load and increase their average monthly demand by a minimum of 200 kW.

1.13 Forecast Maximum Demand: Customer's forecast of its Total Load maximum demand, including any expansion of load planned over the term of this Agreement.

1.14 Labor Dispute: A strike, walkout, lockout or other dispute between a Party's labor force and the Party.

1.15 Liquidated Damages: Damages owed by Customer to Moreno Valley as provided in Section 10 of this Agreement.

1.16 Minimum Charge: The amount as defined in Customer's Otherwise Applicable Rate Schedule.

1.17 Minimum Load: The minimum metered kilowatt input at the Point of Interconnection during one calendar month as averaged over a rolling one year period, as referenced for Customer in Section 5.

1.18 New Load Customer: A commercial or industrial customer meeting the qualifications set forth in Schedule ED, locating in Moreno Valley's electric service territory.

1.19 Otherwise Applicable Rate (OAR) Schedule: The rate schedule under which Customer is taking electric service from Moreno Valley at the time of signing this Agreement, and any applicable successor schedule.

1.20 Party, Parties: The parties to this Agreement are Moreno Valley and Customer, as defined above.

1.21 Total Load: customer's recorded (metered) load (energy and demand).

1.22 Uncontrollable Force(s): Any cause beyond the control of the Party affected and asserting excuse from performance, including but not restricted to flood, drought, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority, and action or inaction by or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority which by exercise of due diligence such Party could not reasonably have been expected to avoid and to the extent which by exercise of due diligence it has been unable to overcome. The Party claiming such Uncontrollable Force must give the other Party at least ten (10) days written notice of the commencement of such cause, and keep the other Party informed concerning the continuance of such cause.

2 CUSTOMER AFFIDAVIT OF ELIGIBILITY

2.1 Customer represents and warrants to Moreno Valley that it satisfies the criteria for Schedule ED eligibility as indicated by Customer's initials below [Customer must initial Subsection 2.4 and one of Subsections 2.2 or 2.3.

2.2 ( ) New Load Customer that:

2.2.1 Has a projected minimum monthly electrical demand of at least 500 kW; or

2.3 ( ) Expanded Load Customer is an existing customer of Moreno Valley that:

2.3.1 Covenants to increase its average monthly demand by a minimum of 200 kW, and

2.3.2 Customer represents that all documents that it has provided to Moreno Valley as evidence of Customer's ability to maintain such a demand increase during the Agreement Term are true and correct.

2.4 ( ) Customer represents and warrants under penalty of perjury under the laws of the State of California that all covenants, statements of facts, representations, and documents provided to Moreno Valley with respect to Customer's eligibility for Schedule ED are true and correct.

3 ECONOMIC DEVELOPMENT RATE

3.1 Customer represents that it meets the applicability requirements of Schedule ED.

3.2 Customer agrees to purchase from Moreno Valley and Moreno Valley agrees to sell to Customer at the Electric Rate set forth herein, all of Customer's Electric Service requirements at Customer's Site(s) including Electric Service necessary to deliver such Energy to Customer's Points of Interconnection throughout the Term of this Agreement. Except as expressly provided in this Agreement, Moreno Valley shall provide such Electric Service in accordance with the Electric Rules. In the event any term of this Agreement adds to, varies or contradicts the Electric Rules, the terms of this Agreement shall prevail.

3.3 Subject to the terms and conditions of this Agreement, Moreno Valley will provide New Load Customers and only the Expanded Load for existing Customers a _____ discount off the Customer's bill calculated based on the rate components comprising its OAR for purchases of electricity (demand and energy) over the term of this Agreement.

	Tier 1/Tier 1a	**Tier 2**	**Tier 3**	**Tier 4**	**Tier 5**
Years 1 - 2	15%	20%	20%	20%	20%
Years 3 - 4	12%	15%	20%	20%	20%
Years 5 – 6	10%	10%	15%	20%	20%
Years 7 -12	-	-	-	20%	20%
Years 13 - 18					20%

3.4 All charges for electric Service pursuant to this Agreement shall be subject to Moreno Valley's Public Purpose Program Charge, any applicable state or federal energy Tax, and any other governmental taxes, duties, or fees, as may be revised from time to time by the relevant regulatory authority, applicable to Electric Service provided by Moreno Valley.

3.5 The Electric Service provided herein is expressly reserved for Customer's sole use. Customer is prohibited from transferring, providing, or reselling all or any portion of such service to any third party or parties.

4 BASE PERIOD USAGE

4.1 Base Period Usage must be established for each Customer.

4.2 Moreno Valley shall determine Customer's Base Period Usage by estimating Customer's load characteristics, including estimated demand and energy usage on a time-of-use basis using available data, including Customer's previous electricity bills, if any. That calculation shall be used to determine Customer's Base Period Usage until recorded load data becomes available to more definitively establish Customer load characteristics. When Moreno Valley can more accurately estimate Customer's actual load characteristics, Customer's Base Period Usage shall be established based upon the new recorded data.

4.3 If Customer is subject to billing on a time-of-use basis but does not have the requisite historical data to determine its actual base period usage, Moreno Valley shall estimate Customer's load characteristics, including estimated demand and energy usage on a time-of-use basis using available data. That calculation shall be used as Customer's Base Period Usage until recorded load data becomes available to more definitively establish Customer's load characteristics. When Moreno Valley can more accurately estimate Customer's actual load characteristics, Customer's Base Period Usage shall be established based upon the new recorded data.

4.4 Base Period Usage is established as follows:

	Average Monthly Base Period Usage (kW)	Average Hourly Base Period Usage (kWh)
Facilities Related Demand		N/A
Summer On-Peak Mid-Peak Off-Peak Overall		
Winter Mid-Peak Off-Peak Overall		

Base Period Usage Facilities Related Demand is computed as follows:

1. Determine a Facilities Related Demand for each month in the period used to establish Base Period Usage that is the greater of:
    a. The maximum billing demand for the month, or
    b. 50% of the highest of all the billing demands in the period used to establish Base Period Usage.
2. Compute the average of the monthly Facilities Related Demands thus determined. This is Base Period Usage Facilities Related Demand.
3. An "XXX" entered above indicates that the entry is not applicable to Customer's Base Period Usage.

5 MINIMUM LOAD

5.1 Customer must maintain a Minimum Load for each year from the date service is first rendered under Schedule ED for the term of this Agreement.

5.2 The Minimum Load for a New Customer representing and warranting its eligibility for Schedule ED under Subsection 2.2 of this Agreement must be at least 500 kW.

5.3 The Minimum Load for an Existing Customer representing and warranting its eligibility for Schedule ED under Subsection 2.3 of this Agreement cannot be lower than 200 kW.

5.4 If during any year of service the New Customer's Total Load maximum demand falls below 500 kW in any three months, the Customer's discounts under Section 3.3 above shall be suspended for the balance of the year and such suspension shall begin with the month of the third occurrence. Customer's discounts applicable to total Load, shall resume at the beginning of the following year, subject to the terms of this provision. For purposes of this section, a year of service commences with the start of each level of discount set forth above in Section 3.3.

5.5 If during any year of service the Expanded Load Customer's Minimum Expanded Load falls below 200 kW in any three months, the Customer's discounts under Section 3.3 above shall be suspended for the balance of the year and such suspension shall begin with the month of the third occurrence. Customer's discounts applicable to Minimum Expanded Load shall resume at the beginning of the following year, subject to the terms of this provision. For purposes of this section, a year of service commences with the start of each level of discount set forth above in Section 3.3.

5.6 Any load reductions shown to be directly attributable to energy efficiency measures implemented after establishing Base Period Usage in this Agreement shall not adversely impact the calculation of Customer's Minimum Load. The imputed load reductions attributable to any energy efficiency measure implemented subsequent to the establishment of Base Period Usage shall be added back into the load calculation in the event that New Customer's Minimum Load falls below 500 kW, or Expanded Load Customer's Minimum Expanded Load falls below 200 kW. Provided that New Customer maintains usage of at least 500 kW, and Expanded Load Customer maintains

their Minimum Expanded Load, net of any energy efficiency impacts, all Customer discounts shall apply.

6 COMMENCEMENT OF SERVICE

6.1 Moreno Valley will begin providing the Customer service under Schedule ED at the start of the next regular billing period following the date the Customer notifies Moreno Valley that service should begin under Schedule ED, which date shall not be more than 12 months from the effective date of this Agreement.

6.2 Customer estimates that service under Schedule ED shall commence at the start of the next regular billing period beginning after _____ and shall provide Moreno Valley at least five business days' notice of any change in such date.

7 ACKNOWLEDGEMENT

7.1 Except as otherwise amended herein, customer acknowledges that it is fully subject to all terms and conditions contained in Customer's OAR, or its successor rate schedule, all of the Moreno Valley's rules, and all terms and conditions of service contained in Moreno Valley's rates. Any provision pertaining to either a peak period rate limiter or an average rate limiter does not apply.

7.2 Customer also acknowledges that Moreno Valley may request documentation to support Customer's signed Affidavit and may verify any supporting documentation and statements Customer has made in support of its signed Affidavit.

8 TERM

8.1 This Agreement shall be effective for six years following the commencement of service under Schedule ED pursuant to Section 6 of this Agreement for Tiers 1/1a, Tier 2, or Tier 3. This Agreement shall be effective for twelve years following the commencement of service under Schedule ED pursuant to Section 6 of this Agreement for Tier 4. This Agreement shall be effective for eighteen years following the commencement of service under Schedule ED pursuant to Section 6 of this Agreement for Tier 5.

8.2 At the end of the sixth year, Customer will no longer take service under Schedule ED and will be billed only under its OAR, effective with the start of the next regular billing period following the end of the sixth year of service under this Agreement for Tiers 1/1a, Tier 2, and Tier 3. Under Tier 4, the Customer will no longer take service under Schedule ED and will be billed only under its OAR, effective with the start of the next regular billing period following the end of the twelfth year of service under this Agreement. Under Tier 5, the Customer will no longer take service under Schedule ED and will be billed only under its OAR, effective with the start of the next regular billing period following the end of the eighteenth year of service under this Agreement.

8.3 This Agreement is not renewable at the expiration of its term.

9 TERMINATION

This Agreement may be terminated (subject to payment of Liquidated Damages as provided for in Section 10) by either party upon written notice as follows.

9.1 Termination for Misrepresentation or Fraud: Moreno Valley may terminate this Agreement upon five business days' notice if any representation made by Customer in this Agreement is untrue in any material respect, or if any statement in Customer's Affidavit was untrue, or if Moreno Valley determines that Customer was not eligible for Schedule ED when this Agreement was signed, in which case Liquidated Damages as set forth in Section 10.3 shall be paid.

9.2 Termination at Customer's Request: customer may request termination of this Agreement at any time by providing at least 60 days' written notice to Moreno Valley.

9.3 Termination for Nonpayment: Moreno Valley may terminate this Agreement if Customer fails to pay any amount due, under Schedule ED within 30 days after receipt of notice of nonpayment from Moreno Valley. Customer shall be liable for all unpaid amounts and any late payment charges.

9.4 Termination for Noncompliance: Moreno Valley may terminate this Agreement upon five business days' notice if Customer fails to comply with any term or condition of Schedule ED or this Agreement, or if Customer ceases the operations to which this Agreement applies or moves such operations out of the Moreno Valley's service territory.

9.5 Termination for Ineligibility: Moreno Valley may terminate this Agreement upon five business days' notice if it determines that Customer has become ineligible for Schedule ED.

9.6 Termination for Failure to Maintain Minimum Load: Moreno Valley may terminate this Agreement if Customer fails to maintain its Minimum Load during any consecutive 12 month period or shuts down its operations. If Customer fails to maintain its Minimum Load, Moreno Valley must provide Customer at least 90 days' notice of termination and Customer shall have the opportunity to increase its load to the Minimum Load and demonstrate to Moreno Valley's satisfaction that it will continue to use its Minimum Load for the remaining term of this Agreement.

9.7 Termination for Failure to Commence Service: Moreno Valley may terminate this Agreement if Customer does not begin service within 12 months after the date this Agreement was executed.

9.8 Obligations Continuing: Termination of this Agreement shall not relieve either Party of its obligations incurred prior to termination.

9.9 Upon termination of the Agreement, Moreno Valley's obligation to provide Electric Service to Customer and the rates and rules applicable to Moreno Valley's provision of such Electric Service shall be pursuant to Moreno Valley's then existing Electric Service Rate Schedules.

10 LIQUIDATED DAMAGES

10.1 Upon termination of this Agreement, prior to its six-year, twelve-year, or eighteen-year term pursuant to Sections 9.1, 9.2, 9.3, 9.4, 9.5, or 9.6, Customer shall be required to pay Moreno Valley Liquidated Damages. The Liquidated Damages are required to ensure that neither Moreno Valley nor its ratepayers are financially or otherwise damaged if this Agreement is prematurely terminated before the end of its term.

10.2 It would be extremely difficult for the Parties to identify the amounts of increased or additional costs attributable to termination of this Agreement. Parties agree the Liquidated Damages specified herein are a reasonable approximation of damages which Moreno Valley and its ratepayers may incur as a result of such termination, and that the damage amount does not represent a penalty.

10.3 For termination under Section 9.1 above, Liquidated Damages under this Agreement shall be an amount equal to 200% of the cumulative difference between (i) the amount the Customer would have paid for its energy and demand if billed at their OAR from the date service was first rendered under Schedule ED to the date of termination, and (ii) the amount billed to Customer under this Agreement and Schedule ED during the same period.

10.4 For termination under Sections 9.2, 9.3, 9.5, or 9.6 above (excepting business closure or reduction in load without relocation) Liquidated Damages under this Agreement shall be an amount equal to 100% of the cumulative difference between (i) the amount billed to Customer under Schedule ED from the date service was first rendered under Schedule ED to the date of termination, and (ii) the amount the Customer would have paid for its energy and demand if billed at their OAR from the date service was first rendered under Schedule ED to the date of termination. Should a customer's usage increase such that the cumulative liquidated damages become negative upon contract termination, under no circumstances will Moreno Valley be liable for paying liquidated damages to a customer.

10.5 After termination of this Agreement for any cause, Customer shall be billed at its OAR.

10.6 The limitations of the Moreno Valley's Electric Rule 17 shall not apply to amounts payable under this Agreement.

10.7 The Moreno Valley may in its discretion require Customer to establish a letter of credit or other security as a condition to providing service under Schedule ED to secure payment of any Liquidated Damages.

11 UNCONTROLLABLE FORCE

11.1 Neither Party shall be considered to be in default in the performance of any obligation under this Agreement, except for obligations to pay money, when and to the extent that failure of performance shall be caused by an Uncontrollable Force.

11.2 If either Party, because of an Uncontrollable Force, is rendered wholly or partly unable to perform its obligations under this Agreement, the Party shall be excused from whatever performance is affected by the Uncontrollable Force to the extent the following conditions are met.

11.2.1 The suspension of performance is of no greater scope and of no longer duration than is required by the Uncontrollable Force.

11.2.2 The nonperforming Party uses its best efforts to cure its inability to perform. This subsection shall not require the settlement of any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest. It is understood and agreed that the settlement of strikes, walkouts, lockouts, or other labor disputes shall be at the sole discretion of the Party having the difficulty.

11.2.3 When the nonperforming Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect immediately.

11.3 Nonperformance due to Uncontrollable Force shall be excused, provided Party can demonstrate that the Uncontrollable Force was owing to causes outside its reasonable control and the occurrence of the Uncontrollable Force could not have been prevented by the exercise of due diligence.

11.3.1 Accordingly, nonperformance shall be excused from the date of the occurrence of the Uncontrollable Force, provided the nonperforming Party has given the other Party written notice describing the particulars of the occurrence within two weeks of the event.

11.3.2 Accordingly, nonperformance shall be excused from the date on which the nonperforming Party gives the other Party written notice describing the particulars of the occurrence of the Uncontrollable Force, is such written notice is given more than two weeks after the Uncontrollable Force occurred.

11.4 If Customer experiences an Uncontrollable Force that prevents Customer from complying with Schedule ED and this Agreement, Customer may request that Moreno Valley suspend the terms of Schedule ED and this Agreement for the duration of the Uncontrollable Force. Customer will be billed at the Otherwise Applicable Rate for the duration of the suspension of this Agreement. Resumption of the terms of Schedule ED and this Agreement shall commence with the next regularly scheduled billing period. In addition, the term of this Agreement will be extended for up to 12 months beyond the term originally established in this Agreement by the length of time this Agreement was suspended.

11.5 The occurrence of an Uncontrollable Force shall not (i) prevent Moreno Valley from terminating this Agreement in accordance with Sections 9.4 and 9.5, or (ii) extend the period any level of discount is available as provided in Section 2.3.

11.6 If the Uncontrollable Force causing the nonperformance is caused by the actions or inactions of legislative, judicial or regulatory agencies, or other proper authority, this Agreement may be amended to comply with the legal or regulatory change causing the nonperformance. Any such amendment must first be approved by the Moreno ValleyCity Council prior to implementation.

12 INDEMNITY

12.1 Except for any liens, claims, costs, damages, liability or loss resulting from Willful Action, as defined herein, Customer agrees to indemnify, protect, defend, and hold harmless Moreno Valley, and Moreno Valley's employees, officers, managers, agents and City Council Members from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including reasonable attorney and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with this Agreement but only in proportion to and to the extent such liens, claims, damages, liability or loss are caused by or result from the negligent acts, errors, or omissions of Customer, its employees, officers, or agents. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Customer or anyone employed or working under the Customer.

12.2 "Willful Action" shall be defined as an action taken or not taken by a Party at the direction of its directors, officers, or employees where:

12.2.1 An action is knowingly or intentionally taken or not taken with conscious indifference to the consequences thereof or with intent that injury or damage would probably result therefrom; or

12.2.2 An action has been determined by final arbitration, judgment, or judicial decree to be a material default under this Agreement and occurs beyond the time specified for curing such default or, if no time to cure is specified therein, occurs or continues thereafter beyond a reasonable time to cure such default; or

12.2.3 An action is knowingly or intentionally taken or not taken with the knowledge of material default under this Agreement.

12.3 Willful Action does not include any act or failure to act which is merely involuntary, accidental, negligent, or performed (or not performed).

12.4 The provisions of this Section 13 shall be binding upon the Parties to the full extent permitted by law. The obligations set forth herein are binding on the successors, assigns and heirs of Customer and shall survive termination of this Agreement.

13 ASSIGNMENT OF AGREEMENT

13.1 Customer shall not assign this Agreement or any part or interest thereof, to a third party without the prior, written consent of an authorized representative of the City of Moreno

Valley. Any assignment made without such consent shall be void and of no effect. Further, any assignment made under this Agreement shall be subject to any applicable City Council authorization except as waived by the City Council.

14 REPRESENTATIVES AND NOTICES

14.1 Representatives: Upon the Effective Date of the Agreement, the City Manager or his designee for Moreno Valley, and person identified on the execution page for Customer shall be the Authorized Representatives who will act on its behalf in the implementation of this Agreement. Either Party may at any time change, via written notice, the designation of its Authorized Representative to the other Party.

14.2 Form of Notice: any notice and other communication required or permitted to be given under this Agreement shall be deemed given: (i) when hand delivered; or (ii) one (1) business day after pickup by Federal Express or similar overnight delivery service properly addressed as provided below; or (iii) three (3) business days after such notice or communication shall have been deposited with the United States Postal Service, postage prepaid and properly addressed as provided below; or (iv) when sent by facsimile transmission to the fax numbers provided below, with receipt of such fax confirmed telephonically, provided that on the same day such notice or communication shall also be hand delivered or sent by overnight delivery pursuant to this Subsection.

14.3 Addresses Of Parties: Notices to Moreno Valley should be given to: City Manager, City of Moreno Valley, 14177 Frederick Street, Moreno Valley, CA 92552; Notices to Customer shall be given to the addressee at the location shown on the execution page.

14.4 Change of Address: Either Party may change such address by giving notice to the other Party as provided herein.

15 ENFORCEMENT

15.1 Legal Action: In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

15.2 Governing Law: This Agreement shall be interpreted, governed by, and construed under the laws of the State of California or the laws of the United States as applicable without regard to the conflicts of laws or rules thereof. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided in this Agreement shall be tried in a court of proper jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

15.3 Damage Limitation: Moreno Valley shall not be liable for any consequential, incidental, indirect, or special damages, whether in contract, tort, or strict liability

including, but not limited to, lost profits, property damage, personal injury and loss of power, arising out of or in any way related to power outages, other electric service interruption(s), Moreno Valley's performance or nonperformance of its obligations under this Agreement or termination of this Agreement.

15.4 Attorney Fees: If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

15.5 Disputes: All disputes regarding questions of fact, opinions or interpretation of provisions in this Agreement shall be submitted to the Authorized Representatives. If the Authorized Representatives are unable to resolve the dispute, the matter shall be referred to the individuals designated to receive notices pursuant to Section 14. Nothing in this Agreement precludes either Party from taking any lawful action it deems appropriate to enforce its rights.

15.6 Waivers: Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

16 MISCELLANEOUS

16.1 Integration and Amendment: this Agreement contains the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous oral or written communications of the Parties. Neither Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty of the other Party outside those expressly set forth in this Agreement. Ambiguities or uncertainties in the wording of this Agreement shall not be construed for or against either Party, but shall be interpreted in a manner that most accurately reflects the original intent of the Parties, and is consistent with the nature of the Parties' rights and obligations. No modification of this Agreement shall be valid or binding unless in writing duly signed by both Parties.

16.2 Severability: In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such

invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material this its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

16.3 Exhibits: All documents referred to below and attached to this Agreement as Exhibits are incorporated into and made a part of this Agreement. Exhibit "A": Customer Site(s); Metered Accounts

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized agents to be effective on the date of the Moreno Valley's signature below.

CITY OF MORENO VALLEY, a municipal corporation

_____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CUSTOMER:

_____

By:_____
Name:
Title:

Address for Notice Representative:
Name:_____
Street:_____
City:_____
Telephone:_____
Fax:_____
Email:_____

MINUTES - REGULAR MEETING OF MAY 28, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: THIRD EXTENSION OF THE AGREEMENT - PROJECT NO. DSG-1/10 FOR ZONE D (STANDARD SERVICE LEVEL) MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION

RECOMMENDED ACTION

Recommendations:

1. Approve the Third Extension of the Amended Agreement ("Third Extension Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. DSG-1/10, with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for Zone D (Parkway Landscape Maintenance Services) for areas receiving standard level landscape maintenance services.

2. Authorize the City Manager to execute the Third Extension Agreement for DSG-1/10 with TruGreen Landcare.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013, to TruGreen Landcare in the not-to-exceed (NTE) amount of $77,895.41 ($62,695.41 for base services and $15,200.00 for additional work services).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include:

Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services.

Zone E (extensive landscape maintenance), provides landscape maintenance services at full (standard) or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), E-15 (Celebration), and E-16 (Shadow Mountain).

Zone M (Commercial, Industrial, and/or Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide, and

Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors that perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement (Agreement). In accordance with the terms of the Agreement, annual extensions of the Agreement (Extension Agreement) may be entered into up to no more than 4 extensions of the original Agreement, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the CSD (District) and Contractor, at the base rate as provided in the Agreement, plus an additional amount for extra or unanticipated work (additional work amount) that may be performed during the term of the Agreement plus any applicable Extension Agreement.

The Agreement or Extension Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. “Base services” include: mowing, edging and trimming of turf grass areas, pruning and trimming of shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes

and groundcovers, and pesticide applications. Base services are performed on a scheduled rotation basis. "Additional work services" include, but are not necessarily limited to, additional labor and material costs for irrigation repairs, plant material replacement, fertilizer applications and the addition of added square footage of landscaped areas to be added to a Zone's service area at the unit prices for additional work as specified in the Amended Agreement.

DISCUSSION

On January 14, 2010, the Special Districts Division of the Financial and Management Services Department (formerly the Public Works Department) received valid proposals from thirteen (13) landscape maintenance firms in response to a Request for Proposal (RFP) to provide standard level landscape maintenance services of the landscaped parkways, medians, and the irrigation system associated with Zone D tracts. On June 23, 2010, upon staff's evaluation of the proposals and recommendation, the City Council, acting in its capacity as the Board of Directors of the Moreno Valley CSD, awarded the contract for landscape maintenance of Zone D (DSG-1) standard service level landscape maintenance to TruGreen Landcare, Riverside, CA (the "Contractor"). The Agreement for the initial twelve-month term was approved in the NTE amount of $199,658.60 for standard service level landscape maintenance ($177,958.00 for base services; $21,700.00 for estimated additional work).

During fiscal year (FY) 2010/11, 14 mail ballot proceedings were conducted wherein property owners were asked to approve an increase in their parcel charge to fund increasing costs to maintain the landscaping. The property owners did not support the increase and as a result, could no longer support the cost of standard service landscape maintenance. These Zone D tracts were removed from the Zone D (DSG-1) Agreement and transitioned to a reduced service level which was being completed under another agreement. Consequently, the Agreement for Zone D (DSG-1) standard service was reduced from $199,658.60 to $102,355.40 ($80,655.40 for base services and $21,700.00 for estimated additional work) for fiscal year (FY) 2010/11.

The Agreement was extended (First Extension) for FY 2011/2, consistent with the terms of the Agreement. In FY 2011/12, an additional six mail ballot proceedings were conducted wherein property owners were asked to approve a parcel charge increase to cover increasing costs. The property owners did not support the increase and as a result, could no longer fund standard level landscape maintenance services. These Zone D tracts were removed from the Zone D (DSG-1) Agreement during the FY and transitioned to a reduced service level which was being completed under another agreement. Accordingly, the Agreement for Zone D (DSG-1) standard service was reduced from $102,355.40 to $77,506.40 ($72,906.40 for base and $4,600.00 for estimated additional work) for FY 2011/12.

For FY 2012/13, the Agreement was extended an additional term (a Second Extension), in accordance with the terms of the Agreement as extended. The amount of the Second Extension adjusted to represent a full twelve month reduction of the elimination of the six tracts that were removed during the First Extension period. This effectively

reduced the base from $72,906.40 in FY 2011/12 to $61,458.84 in 2012/13, (a reduction of $11,447.52). The NTE base amount of the Second Extension was $66,158.84 ($61,458.84 for base and $4,700.00 for additional work)

On May 14, 2013, a First Amendment to the Agreement was approved for an increase in the base services amount for additional service area as a result of new parkways being added and an increase in the additional work services for functions now being performed by the Contractor. The First Amendment increased the additional work amount from $4,700.00 to $11,304.80 (an increase of $6,604.80, which included a one-time payment of $1,804.80 for prior maintenance performed but not compensated for 3,200 sq. ft. of planter area at Tract 16769). In addition, the First Amendment also adjusted the Zone D (DSG-1) base from $61,458.84 to $62,611.87 (an increase of $1,153.03) for maintenance of additional sq. footage in the parkway areas of Tract 16769 and 31129). The First Amendment increased the overall amount for DSG-1 for FY 2012/13 from $66,158.84 to $73,916.67 ($62,611.87 for base and $11,304.80 for additional work).

The service levels for Zone D (DSG-1) as provided are consistent with the terms of the CSD Zone D General Service Level Guidelines, as listed the CSD Zone D Service Plan Policy, (adopted by the CSD Board on January 22, 2002, as most recently amended on April 26, 2011). The Contractor has consistently provided satisfactory service in accordance with the terms of the Agreement and has agreed to extend the Amended Agreement based upon the same terms in accordance with the standard service level for Zone D (DSG-1).

Approval of the Extension Agreement for Fiscal Year 2013/14

Approval of the Third Extension Agreement is being recommended for authorization in the NTE amount of $77,895.41 ($62,695.41 for base maintenance services and $15,200.00 for additional work). This is the third of four possible extensions allowed per the terms of the Agreement.

Authority for City Manager Approval of Extension Agreements for the Balance of Available Extensions to the Amended Agreement

Pursuant to City Council Resolution No. 2008-115, the City Council shall provide approval of procurements greater than $100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Amended Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the DSG-1/10 Amended Agreement, as may be allowed per the terms of the Amended Agreement. Potential extensions are those extensions which may be allowed, contingent upon satisfactory service by the Contractor and concurrence by the City and Contractor to enter into an extension of the Agreement, or the Agreement as Amended.

DSG-1/10						
	FY 2010/11 Original Amended Agreement[1]	FY 2011/12 First Extension	FY 2012/13 Second Extension[2]	FY 2013/14 Proposed Third Extension	FY 2016/17 Potential Fourth Extension[3]	Cumulative Total
Base	$ 80,655.40	$ 72,906.40	$ 62,611.87	$ 62,695.41	$ 62,695.41	$ 341,564.49
Additional Work	$ 21,700.00	$ 4,600.00	$ 11,304.80	$ 15,200.00	$ 15,200.00	$ 68,004.80
Total	$ 102,355.40	$ 77,506.40	$ 73,916.67	$ 77,895.41	$ 77,895.41	$ 409,569.29

[1] The Original Agreement was reduced from $177,958 to $80,655.40 for base as a result of Zone D tracts not approving an increase in their parcel charges to cover increasing costs. The First and Second Extensions also include reductions for Tracts that did not approved a parcel charge increase for increasing costs.

[2] The Second Extension Agreement includes a First Amendment that increased the base amount from $61,458.84 to $62,611.87 (an increase of $1,153.03) for additional sq. footage of parkway area. The First Amendment also increased the additional work amount to include a one time payment of $1,804.80 for maintenance of 3,200 sq. ft. of parkway at Tract 16769 and an increase of $4,800.00 to the additional work amount .

[3] Extensions beyond 2013/14 are anticipated, based upon presently known information and may change in the future for reasons including, but not limited to adding additional service area, removing existing service area, and emergency work.

Staff is requesting the City Council authorize the City Manager to approve extensions and any necessary amendments up to, as well as associated purchase orders (P.O.) for all remaining extensions available, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council (CSD Board) and demonstration by the Contractor of having provided satisfactory performance of the services, per the terms of the Amended Agreement in the prior year(s), and both the City and the Contractor mutually agreeing to extend the Amended Agreement.

ALTERNATIVES

1. Approve the Third Extension Agreement for DSG-1/10 with TruGreen Landcare, in the form attached hereto to provide for the continuation of landscape maintenance services; authorize the City Manager to execute said Third Extension Agreement for DSG-1/10 with TruGreen Landcare; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $77,895.41 ($62,695.41 for Zone D (DSG-1) base services and $15,200.00 for Zone D (DSG-1) additional work services); and authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement and authorize the associated P.O.s as may be required in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will ensure uninterrupted landscape maintenance and irrigation services be provided to the parkways and medians associated with the Zone D (DSG-1 standard service level landscape maintenance) tracts located throughout various designated areas of the city.*

2. Do not approve the Third Extension Agreement for DSG-1/10 with TruGreen Landcare, in the form attached hereto to provide for the continuation of landscape maintenance services; nor authorize the City Manager to execute said Third Extension Agreement for DSG-1/10 with TruGreen Landcare; nor authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $77,895.41 ($62,695.41 for Zone D (DSG-1) base services and $15,200.00 for Zone D (DSG-1) additional work services); and do not authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement nor authorize subsequent P.O.s as may be required in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney. *By selecting this alternative, there will be an interruption in landscape maintenance and irrigation services provided to the parkways and medians associated with the Zone D (DSG-1 standard service level landscape maintenance) landscaped areas, which will prevent necessary landscape maintenance services from being performed.*

FISCAL IMPACT

Administration and maintenance of Zone D is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills. Revenue from the parcel charges collected for Zone D may only be used for landscape maintenances services associated with the parkways and medians in Zone D. **The costs for these maintenance services have been budgeted, respectively, for each of these Zones for the coming fiscal year**. **These actions will not impact the City's General Fund.**

The following table represents the base and additional work costs for FY 2013/14 associated with the DSG-1/10 Third Extension Agreement for Zone D tracts that receive standard service level landscape maintenance.

Service Area (Zone)	Contractor	GL Account	2013/14 Base Agreement Amount	2013/14 Additional Work Agreement Amount	2013/14 Total Agreement Amount
DSG-1	TruGreen Landcare	5111-30-79-25704-620910	$ 62,695.41	$ 15,200.00	$ 77,895.41

CITY COUNCIL GOALS

Community Image and Positive Environment:

City Council in their capacity as the CSD Board will allow for the continued promotion of community image, as well as neighborhood pride and cleanliness, through continued maintenance of parkways and medians of CSD maintained landscaped areas by approval of this item.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1 –Third Extension Agreement for DSG-1/10 for FY 2013/14

Attachment 2 – First Amendment to the Agreement

Attachment 3 - Second Extension Agreement for DSG-1/10 for FY 2012/13

Attachment 4 – First Extension Agreement for DSG-1/10 for FY 2011/12

Attachment 5 – Agreement for DSG-1/10 for FY 2010/11

Attachment 6 – Site Map – Zone D (DSG-1/10)

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

THIRD EXTENSION AGREEMENT
PROJECT NO. DSG-1/10
MAINTENANCE OF LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereinafter, "District") and **TruGreen Landcare,** (hereinafter, "Contractor")

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated June 23, 2010, referencing Project No. DSG-1/10 Maintenance of Landscaping and Irrigation for the maintenance of the District's parkway and median landscaping, and irrigation systems associated with certain tracts within the District's Zone D service area that receives full service level landscape maintenance; and,

WHEREAS, Contractor was provided written notification that certain Tracts in DSG-1 (standard service level) would transition to maintenance services, under the DSG-2 (reduced service level) agreement which reduced the amount of the Agreement; and,

WHEREAS, landscape maintenance services provided during the initial term of the Agreement were sufficiently performed, and both District and Contractor mutually agreed to enter into an extension of the Agreement (First Extension Agreement) for the term of July 1, 2011 to June 30, 2012; and,

WHEREAS, landscape maintenance services provided during the term of the First Extension Agreement were sufficiently performed, and both District and Contractor mutually agreed to enter into a second extension of the Agreement (Second Extension Agreement) for the term of July 1, 2012 to June 30, 2013; and,

WHEREAS, a First Amendment to the Agreement (First Amendment and the Agreement, collectively referred to hereinafter as the "Amended Agreement") was entered into, which adjusted the Agreement as extended to accommodate added sq. footage of parkway planter area to be maintained for Tracts 16769 and 31129 at the unit prices for additional work (additional landscape areas) as provided in the Agreement, Exhibit E, Additional Work Price List, B., 1.; and,

WHEREAS, pursuant to the terms of the Agreement, both parties wish to further extend the Amended Agreement; and,

WHEREAS, the Amended Agreement as extended, (Third Extension Agreement) shall be extended for a period of twelve (12) months under the following terms:

1. The Third Extension Agreement period shall commence on **July 1, 2013** and shall terminate on **June 30, 2014.**

2. In accordance with Exhibit D,1., b., of the Agreement, this Third Extension Agreement shall be considered the third of four possible extensions of the Amended Agreement.

3. For the period of this Third Extension Agreement and except where additional compensation is specifically provided for in the Amended Agreement, the District will pay the Contractor for work (labor, materials, supplies, equipment, etc.) performed under this Third Extension Agreement for maintenance of the Zone D (DSG-1 standard service level) parkways consistent with the payment terms of the Amended Agreement in the total amount of **FIVE THOUSAND TWO HUNDRED TWENTY-FOUR AND 62/100 DOLLARS ($5,224.62)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **SIXTY-TWO THOUSAND SIX HUNDRED NINETY-FIVE AND 41/100 DOLLARS ($62,695.41).**

4. Services per the terms of the Amended Agreement and for this Third Extension Agreement term will be provided to those tracts as identified on Exhibit A attached hereto with this Third Extension Agreement.

5. Notwithstanding Exhibit E., B., Additional Work Price List, of the Agreement, the unit costs set forth herein shall be for any landscape areas added to the project during the period of this Third Extension Agreement, which shall be as follows:

    a. Additional parkway areas, turf (trees up to 18-feet height, as applicable). **$0.02/sq.ft./mo**.

    b. Additional parkway areas, planters (trees up to 18-feet height, shrubs, ground cover included, as applicable). **$0.02/sq. ft./mo.**

6. Notwithstanding Exhibit C., 2., e., of the Agreement, for the period of this Third Extension Agreement and except as specifically approved by subsequent action of the CSD Board or the City Manager, as directed by the CSD Board, the Director (the Chief Financial Officer/City Treasurer or their designated appointee) may not authorize additional work pursuant to this Third Extension Agreement or the Amended Agreement in excess of the cumulative total of **FIFTEEN THOUSAND TWO HUNDRED AND 00/100 DOLLARS ($15,200.00).**

7. Except as set forth herein, all other terms and conditions of the Amended Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor: TruGreen Landcare
By: _____	By: _____
Title: City Manager, Acting in the capacity of District Manager to the Moreno Valley Community Services District	Title: (President or Vice President)
Date: _____	Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary

Date: _____
Affix Corporate Seal Below

THIRD EXTENSION AGREEMENT
PROJECT NO. DSG-1/10
MAINTENANCE OF LANDSCAPING AND IRRIGATION

DSG-1	Estimated Turf Sq Ft	Estimated Planter Sq Ft	FY 12/13
12305		722	$ 202.80
19675		2,550	$ 716.04
14387/12268		2,712	$ 761.52
22999	1,800	1,404	$ 899.64
19529		3,330	$ 935.04
19496		3,600	$ 1,010.88
20120	3,500	250	$ 1,053.00
19142		3,950	$ 1,109.16
19233		4,960	$ 1,392.72
19541	5,325		$ 1,495.20
19141		5,838	$ 1,639.32
21806	5,975		$ 1,677.84
21345		6,600	$ 1,853.28
31268		7,058	$ 1,981.80
19474		7,240	$ 2,033.04
12902		7,344	$ 2,062.20
19533		7,400	$ 2,077.92
31269		7,450	$ 2,091.96
16769		10,700	$ 3,008.40
31424		8,750	$ 2,457.00
18283		11,388	$ 3,197.76
31129		13,580	$ 3,814.65
32715		12,715	$ 3,570.36
20197		13,680	$ 3,841.32
32625		17,826	$ 5,005.56
30967		18,013	$ 5,058.00
21597	31,769	1,461	$ 7,749.00
Totals			**$ 62,695.41**

Exhibit A

FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT MORENO VALLEY COMMUNITY SERVICES DISTRICT MAINTENANCE OF PARKWAY & MEDIAN LANDSCAPING AND IRRIGATION

PROJECT NO. DSG-1/10

This First Amendment to the Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT, a municipal corporation, hereinafter referred to as "CSD," and TruGreen Landcare, a California General Partnership hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for PROJECT NO. DSG-1/10, hereinafter referred to as "Agreement," dated June 23, 2010; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform maintenance of parkway landscaping and irrigation of the identified landscape areas as provided in the Agreement; and,

WHEREAS, an extension agreement was entered into on June 30, 2011 for the 2011/12 Fiscal Year ("FY"), the "First Extension Agreement"; and,

WHEREAS, an extension agreement was entered into on July 9, 2012 for the 2012/13 FY, the "Second Extension Agreement"; and,

WHEREAS the Second Extension Agreement was authorized in the not-to-exceed (NTE) amount of $66,158.84 ($61,458.84 for base maintenance services to be paid at a rate of $5,121.57 on a monthly basis one month in arrears and $4,700.00 for additional work); and,

FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. DSG-1/10

WHEREAS, it has been determined that certain tracts and/or additional service areas of existing tracts should be incorporated into the Agreement for DSG-1 and provided said services consistent with available funding in accordance with the terms outlined in the Agreement for maintenance services; and,

WHEREAS it has been determined that the additional service areas to be added to the Agreement should be compensated at the rates as provided for in the Agreement; and,

WHEREAS, it is desirable to amend the Agreement and increase the NTE fee amount of the Second Extension Agreement for the 2012/13 FY to accommodate the addition of certain landscape areas, as more particularly described in Section 1 of this First Amendment to the Agreement; and,

WHEREAS, additional work has been identified that will incur an added cost of $4,800.00 over the anticipated additional work amount provided for in the Second Extension Agreement, Section 6, which is a provision of Exhibit C, Numeral 2, Letter e. of the Agreement, additional labor and material costs that include, but are not limited to irrigation services and replanting, materials and labor, at the prices listed in Exhibit E, Schedule II, Letter A, Additional Work Price List of the Agreement.

SECTION 1 FIRST AMENDMENT to the AGREEMENT:

1.1 Exhibit E of the Agreement is hereby modified to include revisions to the project sites, which are listed on Exhibit "A" to this First Amendment.

FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. DSG-1/10

1.2 Base Amount. Exhibit C "PAYMENT TERMS" Section 1. b of the Agreement, as applied to the Second Extension Agreement is hereby revised to include the addition of 1,185 sq. ft. of planter along Tract 31129 (1,185 sq. ft. at the additional cost of $0.0235 per sq. ft. per. month, per the Agreement, Exhibit E, Additional Work Price List, B. 1., for 9 months or an additional $250.63 for the term of the Second Extension Agreement), and 3,200 sq. ft. of additional turf area in Tract 16769 (3,200 sq. ft. at $0.0235 per sq. ft., for 12 months or an additional $902.40). The combined amounts for the added sq. ft. of maintenance for Tract 31129 and 16769 for FY 2012/13 adds an additional amount of $1,153.03 to the base maintenance service cost of the Second Extension Agreement (from $61,458.84 to $62,611.87) for FY 2012/13 as reflected in Exhibit A as attached hereto this First Amendment.

1.3 One Time Payment. In consideration for the sq. ft. maintained in Tract 16769, but not accounted in the Agreement as entered into for FY 2010/11, and the First Extension Agreement, for FY 2011/12, the CSD agrees to pay the Contractor and the Contractor agrees to receive a one-time lump sum payment of $1,804.80 for 24 months of landscape maintenance service of the 3,200 sq. ft. of parkway area associated with Tract 16769 which contains 10,700 sq. ft. of landscaping for which only 7,500 sq. ft. had been identified in the Agreement and carried through to the First Extension Agreement.

1.4 Additional Work. Notwithstanding Exhibit C., Section 2, Letter E of the Agreement, and Number 6 of the Second Extension Agreement, an increase of $4,800.00 in the additional work amount from $4,700.00 to $9,500.00 to provide for added unanticipated services associated with the landscape and irrigation maintenance services for the DSG-1 service areas.

FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. DSG-1/10

1.5 The CSD agrees to pay and the Contractor agrees to receive an amended NTE fee of $73,916.67 ($62,611.87 for base, $1,804.80 one-time payment, and $9,500.00 for additional work) as set forth here in Sections 1.2, 1.3 and 1.4 herein and in accordance with the "TERMS OF PAYMENT" section of the Agreement.

SECTION 2

2.1 Except as otherwise specifically provided in this First Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. DSG-1/10

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District

Date: _____

Contractor: TruGreen Landcare

By: _____
Title: (President or Vice President)

Date: _____

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: _____

Affix Corporate Seal Below
(If applicable)

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

FIRST AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. DSG-1/10

Moreno Valley Community Services District
Zone DSG-1

DSG-1	DSG-1	Estimated Turf Sq Ft	Estimated Planter Sq Ft	FY 12/13	
12305	12305		722	$ 202.80	
19675	19675		2,550	$ 716.04	
14387/12268	14387/12268		2,712	$ 761.52	
22999	22999	1,800	1,404	$ 899.64	
19529	19529		3,330	$ 935.04	
19496	19496		3,600	$ 1,010.88	
20120	20120	3,500	250	$ 1,053.00	
19142	19142		3,950	$ 1,109.16	
19233	19233		4,960	$ 1,392.72	
19541	19541	5,325		$ 1,495.20	
19141	19141		5,838	$ 1,639.32	
21806	21806	5,975		$ 1,677.84	
21345	21345		6,600	$ 1,853.28	
31268	31268		7,058	$ 1,981.80	
19474	19474		7,240	$ 2,033.04	
12902	12902		7,344	$ 2,062.20	
19533	19533		7,400	$ 2,077.92	
31269	31269		7,450	$ 2,091.96	
16769	16769		10,700	$ 3,008.40	
31424	31424		8,750	$ 2,457.00	
18283	18283		11,388	$ 3,197.76	
31129	31129		13,580	$ 3,731.11	[1]
32715	32715		12,715	$ 3,570.36	
20197	20197		13,680	$ 3,841.32	
32625	32625		17,826	$ 5,005.56	
30967	30967		18,013	$ 5,058.00	
21597	21597	31,769	1,461	$ 7,749.00	
Totals	**Totals**			**$62,611.87**	

[1] The FY 12/13 line item for Tract 31129 reflects 12,395 sq. ft. for 12 months and 1,185 sq. ft. at 9 months at a rate of $0.0235 per sq. ft.

Exhibit A

EXTENSION AGREEMENT
PROJECT NO. DSG-1/10
MAINTENANCE OF LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **TruGreen Landcare,** (hereafter, "Contractor")

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated June 23, 2010, referencing Project No. DSG-1/10 for the maintenance of parkway and median landscaping and irrigation systems associated with certain tracts within the District's Zone D service area.

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement.

WHEREAS, the Extension of the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2012** and shall terminate on **June 30, 2013.**

2. In accordance with Exhibit D, Section 1b of the Agreement, this Extension shall be considered the second of four possible extensions of the Agreement.

3. For the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension in the total amount of **FIVE THOUSAND ONE HUNDRED TWENTY-ONE AND 57/100 DOLLARS ($5,121.57)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **SIXTY-ONE THOUSAND FOUR HUNDRED FIFTY-EIGHT AND 84/100 DOLLARS ($61,458.84).**

4. Services per the terms of the Agreement and for this Extension Agreement term will be provided to those tracts as identified on Exhibit A attached here with this Extension Agreement.

5. Notwithstanding Exhibit E, Section B. Additional Work Price List, of the Agreement, the unit costs set forth therein shall be for any landscape areas added to the project during the period of this Extension, which shall be as follows:

    a. Additional parkway areas, turf (trees up to 18-feet height, as applicable). **$0.02/sq.ft./mo**.

    b. Additional parkway areas, planters (trees up to 18-feet height, shrubs, ground cover included, as applicable). **$0.02/sq. ft./mo.**

6. Notwithstanding Exhibit C., Numeral 2, Letter e. of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the City Council, the Director (the Public Works Director/City Engineer or his designated appointee) may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **FOUR THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS ($4,700.00).**

7. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

EXTENSION AGREEMENT
PROJECT NO. DSG-1/10
MAINTENANCE OF LANDSCAPING AND IRRIGATION

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor: TruGreen Landcare
By: Michelle Dawson	By:
Title: City Manager, Acting in the capacity of District Manager to the Moreno Valley Community Services District	Title: (President or Vice President) Tim Martinez, Region Manager
Date: 7/9/12	Date: 5/28/12

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

Deputy City Attorney

7-9-12

Date

RECOMMENDED FOR APPROVAL:

Department Head

7/10/12

Date

By:

Title: Corporate Secretary or Assistant Secretary

Date:

Affix Corporate Seal Below

EXTENSION AGREEMENT
PROJECT NO. DSG-1/10
MAINTENANCE OF LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **TRUGREEN LANDCARE** (hereafter, "Contractor").

WHEREAS, the District and Contractor entered into an agreement dated June 23, 2010 referencing Project No. DSG-1/10 regarding landscaping and irrigation maintenance (hereafter, "Agreement").

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement by a period of twelve (12) months under the following additional terms:

1. The extension period shall commence on **July 1, 2011**, and shall terminate on **June 30, 2012.**

2. In accordance with paragraph 5(b) of the Agreement, this Extension shall be the first of four possible extensions of the Agreement.

3. Notwithstanding Exhibit C paragraph 1(b) of the Agreement, for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension the total amount of **SIX THOUSAND SEVENTY-FIVE AND 50/100 DOLLARS ($6,075.50)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **SEVENTY-TWO THOUSAND NINE HUNDRED SIX AND 40/100 DOLLARS ($72,906.40).**

4. Notwithstanding paragraph 3(f) of the Agreement, the unit cost set forth in the Additional Work Price List, Section B. for any landscape areas added to the project during the period of this Extension shall be as follows:

   a. Additional parkway areas, turf (trees up to 18-feet height, as applicable). **$ 0.02/sq. ft./mo.** .

   b. Additional parkway areas, planters (trees up to 18-feet height, shrubs, ground cover included, as applicable). **$0.0235/sq. ft./mo.** .

5. Notwithstanding paragraph 3(h) of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **FOUR THOUSAND SIX HUNDRED AND 00/100 DOLLARS ($4,600.00).**

6. Except as set forth above, all other terms and conditions of the Agreement shall remain in full force and effect.

Dated: 6/30/11

MORENO VALLEY COMMUNITY SERVICES DISTRICT

By: Michelle Dawson
for City Manager, acting in the capacity of District Manager to the Moreno Valley Community Services District

CONTRACTOR:

Signature	Manuel Mendes Signature
Printed Name	MANUEL MENDES Printed Name
Title	BRANCH MANAGER Title
Company Name	(Corporate Seal)

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

Deputy City Attorney

6-28-11
Date

RECOMMENDED FOR APPROVAL:

Department Head

6/28/11
Date

Moreno Valley Community Services District
R.F.P. # DSG-1/10

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager To the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name: TruGreen Landcare
Address: 1616 Marlborough Ave. Bld. S
City: Riverside , Ca 92507
Business Phone: 951-688-6880 Fax No.: 951-686-1436
Other Contact Number: _____
Social Security Number: _____
Business License Number: 07754
Federal Tax I.D. Number: 36-4313318
Contractors' License Number & Classification: 774548 C-27, C-61, D-49

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of service, performance specifications, and/or additional terms and conditions are described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The District's responsibility, other than payment, is described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contractor Starting Date is July 1, 2010 and the Contractor Ending Date is June 30, 2011. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-

performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal submittal documents, including but not limited to the Notice Requsting Proposals, Instruction To Proposers, Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. **STANDARD TERMS AND CONDITIONS:**

A. Control of Work. Except for compliance with specifications and performance standards provided for in Exhibit "A," Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide any training to Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, RDA, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement.

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.

By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed

confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor:

TruGreen Landcare
Riverside, CA 92507
951-688-6880
[Telephone number]
951-686-1436

[Fax number]

With a copy to:

_____
[Attorney for Contractor, if applicable]

_____
[Street Address]

_____
[Post Office Box, if applicable]

_____
[City, State, Zip Code]

_____
[Telephone number]
( )_____
[Fax number]
( )_____

To CSD:

MORENO VALLEY COMMUNITY SERVICES DISTRICT
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto
Telephone number: (951) 413-3480
Fax Number: (951) 413-3498

With a copy to:

City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: (951) 413-3036
Fax number: (951) 413-3034

<u>SIGNATURE PAGE TO FOLLOW</u>

by both parties. Assignment of this Agreement is prohibited without prior written consent.

J. Termination.
   a. Either party may terminate this Agreement upon breach of the Agreement by the other party. In the event the District terminates the Agreement, the Contractor shall perform no further services under the Agreement unless the notice of termination authorizes such further work.
   b. The District may terminate this Agreement without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractors time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Agreement. No officer or employee of the District or City shall have any financial interest in this Agreement in violation of federal, state, or local law.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is

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IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____
Mayor, acting in the capacity of
President of the Board of Directors
of the Moreno Valley
Community Services District

Date: 6/23/10

Contractor

By: _____

Title: BRANCH MANAGER

Date: 5-20-10

By: _____

Title: _____

Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

6.14.10
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

6/15/10
Date

Attachments

Project No. DSG-1/10
R.F.P. # DSG-1/10
EXHIBIT A

1. SCOPE OF WORK

a. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Contract Exhibit A.

b. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf and shrub areas designated hereunder; regularly maintain and prune trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

c. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

d. The Contractor shall be responsible for carefully reviewing the site(s), and verifying that all areas include the square footage noted for each location of proposed work. The Contractor shall not be relieved of his or her liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Specifications, and the actual conditions revealed during the examination of the locations of the proposed work.

2. SCHEDULING OF WORK

a. The Contractor shall adhere to the facilities, equipment and staffing schedule, and monthly and annual work schedules submitted as a part of Contractor's bid, and incorporated herein by this reference. These schedules, and any approved revisions thereto, shall be used by the District as a basis for determining Contractor's satisfactory performance.

b. Revisions to facilities, equipment, staffing, or monthly and annual work schedules shall not be implemented without the prior written approval of

the Director. The Contractor shall submit proposed revisions to equipment and staffing, or monthly and annual work schedules in writing to the District at the address as set forth in Section N. of the Agreement, at least ten (10) working days prior to commencing work per the proposed revisions.

c. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

d. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

e. The Contractor shall notify the Director in writing at least five (5) days prior to the date and time of all "Specialty" type maintenance operations, which shall include, but are not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended methods of execution, materials to be used, and the dates for commencement, and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

f. When inclement weather renders performance per approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor shall adjust his work force in order to accomplish those work items not affected by weather, and shall contact District field staff to inform them of said alternate work assignments. Failure to so advise the District may be cause for assessment of non-performance penalties, per Exhibit C, Section 4.

g. For the purposes of this Contract, "Working Days" shall be Mondays through Fridays. The hours of maintenance service shall be 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule approved the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas	December 25

If a holiday falls upon a Sunday, the following Monday shall be the date the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, contractor shall submit a proposed make-up day for the Director's approval.

3. FUNCTIONS AND RESPONSIBILITIES

a. The Director and Contractor shall conduct an inspection of all sites covered under this Agreement as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Agreement. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

b. The Contractor shall maintain on an ongoing basis a monthly log that records all work performed by Contractor. Said log shall be in a form and content acceptable to the Director (see Contract Documents, Appendix B), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

c. The Contractor shall perform at least one maintenance inspection weekly during daylight hours of all sites. Such inspection shall be both visual and operational, including but not limited to, operation of all automatic irrigation

systems to check for proper condition, and reliability. Additionally, the Director may require Contractor to attend meetings with District field staff at some fixed interval to review Contractor's operations, and schedule such future work as may be ordered by the Director. Failure to conduct said weekly inspections or attend regularly scheduled meetings, may result in the assessment of non-performance penalties per Exhibit C., Section 4.

d. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in Contractor's firm name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Section 3., paragraph e. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, two-way radio, pager, or car phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service, and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

e. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at <u>any</u> time:

1. City Manager
2. Director of Public Works
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Landscape Districts Program Manager
7. Senior Landscape Services Inspector
8. Landscape Services Inspector
9. Street Maint. Supervisor

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2., paragraphs a. and b., unless said emergency is determined to have been caused by an act or omission attributable to Contractor.

4. CONTRACTOR'S STAFF

a. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

b. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper and efficient manner at all times, and shall cause the least possible inconvenience to the public.

c. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the District.

d. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to proper shoes, other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements, and wearing of proper clothing.

Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

e. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

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EXHIBIT A – cont.

5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards, and its branch offices.

6. COMPLAINTS

a. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3., paragraph a.

b. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above.

c. In addition to the provisions of Section 6., paragraph a. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

a. The Contractor agrees to perform all work outlined in these Specifications in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all

applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

b. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2003 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between 3:30 p.m. and 6:00 p.m.

c. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

d. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) days following the occurrence.

e. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3. of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section of the General Provisions may result in contract termination, per Agreement, Section J.

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EXHIBIT A – cont.

8. USE OF CHEMICALS

a. Before the beginning of the contract period, the Contractor shall submit a list of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals approved by the State of California Department of Food and Agriculture, and shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS).

b. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.

d. Contractor shall report all fertilizers and pesticides used in performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3., paragraph b. above. This report shall include: date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of contract. By submitting a proposal, the Contractor certifies to the City that he has trained his employees and subcontractors, if any, for Urban Runoff Management, and included sufficient sums in his base compensation proposal amount to cover such costs of said training.

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EXHIBIT A – cont.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

a. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the period of work on this contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

b. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

a. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this contract, as required by California Labor Code Section 1776.

b. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

c. The District may withhold from Contractor's progress payments the penal sum of $25.00 per calendar day (or portion thereof) for each workman employed in connection with this contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

a. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

b. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

a. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

b. Repairs made to sites and site appurtenances that are damaged as a result of Acts of God, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2., paragraphs a. and b.

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EXHIBIT A – cont.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

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EXHIBIT A – cont.

R.F.P. # DSG-1/10
TECHNICAL PROVISIONS - LANDSCAPE

1. TURF CARE

a. All turf areas shall be mowed, edged, and trimmed weekly-on no more than two (2) consecutive days-weather and site conditions permitting. Any prolonged deviation from this schedule shall require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

b. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

c. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

d. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

e. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

f. Mowing height for cool season grasses shall not exceed three inches (3")

g. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.

h. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

i. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

j. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

k. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

l. Fertilization: See Technical Provisions - Fertilization, Section 1., paragraphs a. through f.

m. Pest control: See Technical Provisions - Pesticide Use, Section 4., paragraphs a., b, and c.

n. Aeration:

1. All turf areas shall be aerated two (2) times annually;

2. Aeration shall be done in the spring and fall, or as directed by District field staff;

3. Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

4. Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

5. Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

6. Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions - Fertilization Specifications, Section 1., paragraphs a. (Table I), b., c., d., and e.

o. Renovation/thatching operations are to be considered Additional Work, per Exhibit C., Section 2., paragraphs a. and b.

2. TREE CARE

a. All trees are to be maintained in a manner that will promote normal, healthy growth.

b. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2., paragraphs a., and b.

c. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

d. Any tree shall be pruned at any time in order to:

1. Remove dead, diseased, or damaged branches;

2. Remove unwanted encroachments into public and/or utility rights-of-way;

3. Correct any condition which the Director has deemed to be hazardous.

e. Trees up to eighteen feet (18') in height shall:

1. Be pruned to enable successful adaptation to their particular site situation;

2. Have no more than one-third (1/3) of living branches removed annually;

3. Be fertilized only as directed by District field staff.

f. Trees over eighteen feet (18') in height shall:

1. Be inspected annually;

2. Pruned and/or trimmed as necessary to maintain proper site orientation;

3. Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

4. Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

g. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order;

2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

h. The following practices shall not be allowed:

1. Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

3. Use of pruning paint/pruning compound/wound dressing;

4. Use of climbing spurs or gaffs.

i. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

j. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodgepole-type stakes is the minimum District standard.

k. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

l. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a. through d., below.

3. SHRUB CARE

a. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

b. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

c. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

d. Any shrub shall be pruned and/or trimmed at any time in order to:

1. Remove dead, diseased, or damaged branches;

2. Remove unwanted encroachments into public and/or utility rights-of-way;

3. Correct any condition which the Director has deemed to be hazardous.

e. Shrubs shall be pruned:

1. To enable successful adaptation to their particular site situation;

2. Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

3. As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

f. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order;

2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

g. The following practices shall <u>not</u> be allowed:

1. Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") <u>will be done only when authorized by the Director on a site-specific basis</u>.

2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

3. Use of pruning paint/pruning compound/wound dressing.

h. Fertilization: See <u>Technical Provisions - Fertilization</u>, Section 2., paragraphs a. through e., below.

i. Pest control: See <u>Technical Provisions – Pesticide Use</u>, Section 3., paragraphs a., b., c., and d.

4. <u>GROUND COVER CARE</u>

a. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

b. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

c. Ground covers shall be pruned/trimmed at any time in order to:

1. Remove dead, diseased, or damaged branches/crowns;

2. Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

3. Correct any condition which the Director has deemed to be hazardous.

d. Ground covers shall be pruned/trimmed/renovated:

1. To enable successful adaptation to their particular site situation;

2. In accordance with accepted practices for the particular species in question;

3. As often as is necessary to accomplish the results intended in paragraphs 1. and 2. above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

e. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order;

2. Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

f. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

g. Fertilization: See Technical Provisions - Fertilization, Section 2., Paragraphs a. through e.

h. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a., b., c., and d.

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EXHIBIT A – cont.

5. WEED CONTROL

a. All weeds shall be continuously controlled at all sites.

b. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

c. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; non-landscaped portions of sites, as determined by the Director.

d. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

e. Chemical weed control: See Technical Provisions – Pesticide Use, Section 3., paragraph a.

f. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

6. IRRIGATION

a. All landscape sites shall at all times receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

b. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3.-Functions and Responsibilities, paragraph c., above. Said maintenance shall include, but not limited to: visual and operational inspections one (1) time per week; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

The Contractor is required to furnish a full-time (40 hours/week-52 weeks/year) irrigation technician/specialist, equipped with a truck, and the tools, equipment, and materials necessary to fulfill these irrigation specifications.

c. For the purposes of these Special Provisions, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties up to the amount of 11 percent of the Contractor's monthly base price as set forth in Exhibit C., Section 1., paragraph b. Repairs due to vandalism, theft, and acts or omissions by third parties in excess of the above indicated amount may be billed as Additional Work, per Exhibit C., Section 2., paragraph a.

d. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

e. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

f. Automatic irrigation systems shall:

1. Be inspected for, and repaired as necessary to ensure, proper operation, and coverage not less than one (1) time per week;

2. Be turned off during periods of rainfall, or as directed by District field staff;

3. Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

g. Manually operated irrigation systems shall:

1. Be operated only when Contractor's personnel are present on site;

2. Be inspected for, and repaired as necessary to ensure proper operation, and coverage not less than at each time of operation;

3. Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

h. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

i. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

7. DEBRIS/LITTER

a. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

b. Contractor shall make a minimum of one (1) visitation per week of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walks the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of this condition.

c. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

d. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2., paragraphs a. and b.

e. The Contractor shall dispose of all debris and litter as described in paragraphs a. and b. above off-site, and in a legal manner.

f. The Contractor shall notify the Director **immediately** whenever suspected hazardous waste materials are discovered on service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

g. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

R.F.P. # DSG-1/10
EXHIBIT A – cont.

8. GREENWASTE RECYCLING

a. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

b. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in performance of contract's Scope of Work.

c. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

d. The Contractor shall submit a Monthly Greenwaste Report (see Contract Documents-Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities, paragraph a., above. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

e. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

R.F.P. # DSG-1/10
EXHIBIT A – cont.

R.F.P. # DSG-1/10
TECHNICAL PROVISIONS - FERTILIZATION

1. TURF FERTILIZATION

a. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps.	Type of Fertilizer	Rates per 1000 sq. ft. Lbs.of Actual N	Rates per 1000 sq. ft. Amt.of Fertilizer
JAN	-	-	-	-
FEB	1	22-0-6**	1.0	4.5 lbs
MAR	-	-	-	-
APR	Aeration†	Humus Base‡	0.5	Per product analysis
MAY	-	-	-	-
JUNE	1	22-5-5*	1.25	5.7 lbs
JULY	-	-	-	-
AUG	-	-	-	-
SEPT	-	-	-	-
OCT	1	22-5-5*	1.25	5.7 lbs
	Aeration†	Humus Base‡	0.5	Per product analysis
NOV	-	-	-	-
DEC	-	-	-	-

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See following section on fertilizers.
**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equal.
These fertilizers to contain micronutrients including iron. See following section on fertilizers.

† See General Provisions, Section 4., paragraph K., and Landscape Maintenance Specifications, Section 1., paragraph n., items 1. through 6.

‡ See Fertilization Specifications, Section 1., paragraphs c. and d. below.

b. Per Technical Provisions – Landscape Section 1.n.6., a humus base fertilizer shall be applied to turf areas immediately following spring and fall aeration operations. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Humus base fertilizers to be applied by drop spreader only.

d. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

e. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

f. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals, paragraph a. above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b. above.

g. Written notification is required to Director five (5) days prior to fertilizer application.

2. SHRUB & GROUND COVER FERTILIZATION

a. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Apps.	Type of Fertilizer	Rates per 1000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
APR	1	23-5-10*	1.5	6.5 lbs
SEPT	1	23-5-10*	1.5	6.5 lbs

* 23-5-10/BEST® POLY SUPREME or approved equal

b. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

c. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said contract, per Section 8. – Use of Chemicals, paragraph a., above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b., above.

d. Written notification is required to Director five (5) days prior to fertilizer application.

e. For fertilizer application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

3. TREE FERTILIZATION

a. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

a. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

1. Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

2. Absolutely no injecting or drilling into tree trunk will be allowed.

3. Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

4. Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

c. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said contract, per Section 8. – Use of Chemicals, paragraph a., above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b., above.

d. Written notification is required to Director five (5) days prior to fertilizer application.

e. For fertilizer application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

R.F.P. # DSG-1/10
TECHNICAL PROVISIONS – PESTICIDE USE

1. GENERAL

a. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.

b. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Agreement.

c. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

d. Before the beginning of contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used in the fulfillment of said contract, per Section 8., paragraph a., above. A valid written pesticide use recommendation for each pesticide so listed shall be submitted concurrently with this list. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, paragraph b., above, any changes, additions, deletions or substitutions to the recommended pesticides so listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

e. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

2. REPORTING SPECIFICATIONS

a. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall containaccurate and valid information. The Director may require that copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

b. For pesticide application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

b. A five (5) working day written notice shall be given to the Director prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

a. Weed Control

1. All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice annually, as determined by the Director.

2. Appropriate chemical control must be used on the following weeds. This list is inclusive; other species may be added by the Director as necessary.

Bermuda Grass
Kikuyu Grass
Nutsedge
Field Bindweed
Spurge

3. Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

b. Snail Control

1. Snails shall be controlled on a regular basis on the following plant species:

   Agapanthus africanus;
   Aptenia sp.;
   Gazania sp.;
   Hemerocallis sp.

2. Snails shall be controlled on an as needed basis on all other plant material.

3. Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Insect and Disease Control

1. The Director may require that tree species which are being subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

2. The Director may require that all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

3. The Director may require that all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

4. The Director may require that all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

5. All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

d. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notice from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

4. TURF - PESTICIDE USAGE CRITERIA

a. Weed Control

1. When Director determines that turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications.

2. All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use.

3. Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 2., paragraph a.

b. Insect and Disease Control

1. All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed.

2. All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director.

c. Vertebrate Pest Control

1. All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of notice from the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4., paragraph a.

PROJECT LOCATION MAPS ON FOLLOWING PAGE

R.F.P. # DSG-1/10

EXHIBIT B
District Responsibilities

1. CONTRACT SUPERVISION

a. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his delegated representative(s), hereinafter designated as "Director."

b. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity, and communications), and to maintain their appurtenances (i.e., water and electrical meters, backflow devices). The District will pay the costs of water, electricity, and communications used in the sites covered by this Contract. The Contractor shall report to the Director any interruption of these services for whatever reason immediately upon Contractor's observation of same.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

a. The District shall maintain in full force and effect throughout the entire term of the contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this contract.

b. Director must give consent in writing prior to application of any Category I pesticide.

Project No. DSG-1/10
R.F.P. # DSG-1/10
EXHIBIT C

Payment Terms

1. CONTRACTOR'S COMPENSATION

a. The Contractor will be paid monthly per site for work performed satisfactorily under this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports of: 1) maintenance performed, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month. These reports shall be accompanied by a billing in accordance with the Contract price for the work performed, and shall become the basis for payment. No payment(s) shall be made until aforesaid reports have been submitted, and approved.

b. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of _____ dollars and _____/100 ($_____.__) per month, one (1) month in arrears, on the last day of the month. The total contract amount for _____ (__) months shall not exceed _____ dollars and _____/100 ($_____.__), except as provided for in Section 2., paragraph c. below.

c. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

a. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain work in addition to that set forth herein as Contractor's Scope of Work. Said Additional Work shall include: Section 2., paragraph c. below ("Additional Landscape Areas"), and; Exhibit A work tasks described as Additional Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Additional Work Price List, Sections A., B., or C., or at a price based on the Contractor's written

estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2., paragraph b. below, the Contractor shall not perform any such Additional Work without first obtaining express authorization from the District.

b. Notwithstanding the above requirement for prior authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the District for approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

c. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made of a new installation, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in the Exhibit E, Additional Work Price List, Section B., shall be prorated from the day the Contractor commences work on the additional areas.

d. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge <u>only</u> for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Additional Work Price List, Section A. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and 2) vandalism, theft, and acts or omissions by third parties up to the amount of 11 percent of Contractor's monthly base price as set forth in subsection 1.b. above.

e. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs a., b., and c. above in excess of the cumulative total of $_____.__ for each contract year during the term of this Contract.

3. <u>PAYMENT DEDUCTIONS</u>

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

a. Work required in the General or Special Provisions which is: not performed, or; not performed to the standards set forth therein, or;

not performed at or within the time(s) specified therein, or; is incomplete;

b. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delay occasioned by the failure of the District, or of the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to Contractor from District, will be presented to the Contractor by the Director prior to actual deduction to allow for explanations.

Project No. DSG-1/10
R.F.P. # DSG-1/10
EXHIBIT D

Term of Contract

1. TERM OF CONTRACT

a. Following approval by both parties, the Contract will commence on July 1, 2010 and shall terminate twelve (12) months thereafter.

b. At the expiration of its term, the Contract may be extended for up to four additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph b.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Agreement, or any extension thereof.

c. In considering the option to extend the Contract, as set forth in paragraph b. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on verifiable increases in cost to the Contractor to provide services required under Contractor's Scope of Work, or the current regional Consumer Price Index as published by the Bureau of Labor Statistics, whichever basis is agreed to by both parties.

d. At the expiration of its term, the Contract may, with the concurrence of both parties, be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph d.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Agreement, or any extensions thereof.

e. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Community Services District. In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the Community Services District does not grant necessary funding appropriations and/or program approval, then the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

Project No. DSG-1/10
R.F.P. # DSG-1/10
EXHIBIT E

SCHEDULE I

ATTACH ADDITIONAL SHEETS AS NECESSARY TO PROVIDE COMPLETE RESPONSES

1. COMPANY NAME: Trugreen landCare

TYPE

- Sole proprietor ____
- Partnership √
- Corporation ____

2. COMPANY ADDRESS/PHONE NUMBER

MAIN OFFICE: 1616 Marlborough Ave Bldg S
Riverside, CA 92507

SATELLITE OFFICE (if applicable): ____

3. CONTRACTOR LICENSE INFORMATION

- LICENSE NUMBER/CLASSIFICATION/NAME STYLE: 774548 / C27, C-61, D-49
Trugreen landCare a general Partnership
- NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 10
- LICENSE EXPIRATION DATE: ~~2/25/10~~ mm 8-16-10
- CURRENT LICENSE STATUS: Active.
- PRIOR ACTIONS AGAINST THIS LICENSE? IF YES, LIST CITATION TYPE AND HOW RESOLVED: no

4. COMPANY'S FEDERAL IDENTIFICATION NO.: 36-4313318

5. NAME AND TITLE OF COMPANY OFFICERS:

Rick Ascolese	President & CEO
Ron Brinkkampt	West Division Vice President
Mark Wesel	Region Vice President
Manny Mendis	Branch Manager

R.F.P. # DSG-1/10
EXHIBIT E – cont.

6. NUMBER OF YEARS COMPANY HAS PROVIDED LANDSCAPE MAINTENANCE SERVICES: 40 years through acquisitions

7. NUMBER OF YEARS COMPANY HAS PROVIDED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 40 years through acquisitions

8. CURRENT LANDSCAPE MAINTENANCE OPERATIONS
THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED BY ANSWERING THIS QUESTION (QUESTION 8.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

- TOTAL LANDSCAPE MAINTENANCE CONTRACTS: 126
- PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 5%
- TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: $1,220,000 Yearly Basic Maintenance
- PUBLIC AGENCY PERCENTAGE OF TOTAL MAINTENANCE CONTRACT VALUE: 26%
- NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS
  - SUPERVISORS: 6 AVERAGE SALARY RANGE: $45-60K / * Yr.
  - TECHNICIANS: 10 AVERAGE WAGE SCALE: $ 14.00 /Hr.*
  - FOREMEN: 36 AVERAGE WAGE SCALE: $ 12.00 /Hr.*
  - LABORERS: 80 AVERAGE WAGE SCALE: $ 9.50 /Hr.*

  *Use fully burdened rate (i.e., taxes, insurance, benefits, OH &P) - this is a prevailing wage project

  - TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

- MOTOR VEHICLES
  - TYPE: Pick Ups F150 + 1500 NUMBER: 15
  - TYPE: Stake Bed Trucks F250 + 450 NUMBER: 22
  - TYPE: Dump Trucks F450 NUMBER: 9
  - TYPE: NUMBER:

- POWER EQUIPMENT
  - TYPE: Gas Mowers NUMBER: 84
  - TYPE: Blowers NUMBER: 98
  - TYPE: Hedge Trimmers NUMBER: 47
  - TYPE: Weed Eaters NUMBER: 58

R.F.P. # DSG-1/10
EXHIBIT E – cont.

9. REFERENCES

- **LIST AT LEAST THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS - CURRENT OR SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS. ATTACH RESPONSES ON ADDITIONAL SHEETS @ ONE (1) FOR EACH REFERENCE**

  - REFERENCE INFORMATION FURNISHED MUST INCLUDE:

    - NAME AND ADDRESS OF AGENCY;
    - NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
    - CONTRACT NAME(S) / NUMBER(S);
    - ANNUAL CONTRACT AMOUNT(S);
    - NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
    - LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
    - LENGTH OF CONTRACT(S).

- **THE FOLLOWING QUESTIONS WILL BE ASKED OF EACH REFERENCE SUBMITTED IN RESPONSE TO THIS QUESTIONNAIRE:**

  - Number of contracts / years under contract?;
  - Scope of contract(s)? Acreage(s)? Location(s)?;
  - Contract amount(s)?;
  - Adequate (quantity/quality) staffing?;
    - Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?;
    - Ability to comprehend /speak English?;
    - Appearance/Uniforms/Safety Equipment?;
    - Additional personnel available for extra work/special projects?;
  - Equipment in good working order?;
  - Effective in-company communications system?;
  - Knowledge of project/contract standard?;
  - Ability to respond to complaints / requests in a timely fashion?;
  - Willingness to resolve questions / disputes / deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?;
  - Accurate & timely billing / invoicing?;
  - Contract(s) successfully completed to term?;
  - Would you accept future proposals/bids from this firm?.

References:

1. City of Rancho Cucamonga
   9153 9th Street
   Rancho Cucamonga CA 91730
   Don Gentry (909) 477-2700
   December 1999 to Present
   $1,689,160.05 Annually
   Square Footage: 150 Acres
   Areas Serviced: LMD's throughout the City.

2. Jurupa Community Services District
   11201 Harrel Street
   Mira Loma CA 91752
   Ross Johnson (951) 685-7434
   September 2006 to Present
   $761,082.00 Annually
   Square Footage: 56 Acres
   Areas Serviced: LMD's throughout the City.

3. City of Banning
   5261 W. Wilson
   Banning CA 92220
   Duane Burke (951) 922-3138
   September 2005 to Present
   $31,000.00 Annually
   Square Footage: 2.5 Acres.
   Areas Serviced: City Hall, Aquatic Center, Police Stations

R.F.P. # DSG-1/10
EXHIBIT E – cont.

PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

Facilities:

List location/address of facility(ies) from which work crews and equipment will be dispatched.

1616 Marlborough #S
Riverside CA 92507

Equipment:

List equipment to be furnished to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full, and comprehensive response.

Motor Vehicles

Ford F350 Stake Bed Truck Maintenance
Ford F150 Pick Up Irrigator

Turf Maintenance Power Equipment/Tools

1 36" Mower
1 21" Mower
2 Hedge Trimmers.
2 Blowers.
2 Weed Eaters.
1 Gas Edger.

Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools
(list both powered and hand equipment/tools)

1- Vermeer 1800 Chipper
1- Vermeer Stump Grinder

R.F.P. # DSG-1/10
EXHIBIT E – cont.

Equipment (cont.)

Irrigation System Maintenance Equipment
(List both powered and hand equipment/tools)

Rainmaster & Pro Max remote controls.

Fertilizer Application Equipment
(List both powered and hand equipment/tools)

Lesco Spreader
Belly Grinder

Pesticide Application Equipment
(List both powered and hand equipment/tools)

Lesco Backpack Sprayer.

R.F.P. # DSG-1/10
EXHIBIT E – cont.

Staff:

List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full, and comprehensive response.

General Landscape Maintenance

(List labor, and administrative and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

(S) Conrado Sigala. Area Manager
(S) Lori Ledering Office Admin.
(S) Miguel Uribe Foreman
(S) Salvador Gonzales. Labor.
(S) Juan Velasquez Labor

Tree Trimming/Maintenance

(Include any ISA or equivalent certified personnel)

(S) Rafael Gomez ISA Certified.

Irrigation System Maintenance

(List technical personnel – include any relevant education, certification, licensing information for each person listed)

(S) Ramiro Ibarra Irrigation Tech.

Pesticide Application

(List licensed and/or certified personnel - all non-licensed, non-certified personnel must have received verifiable annual training)

Manny Mendes Branch Manager QAL 343666
Ray Velasquez Safety Coordinator QAL 37234

R.F.P. # DSG-1/10
EXHIBIT E – cont.

PROPOSED PROJECT WORK SCHEDULES

On the following two pages are blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed schedules for performing the work described in contract Exhibit A. Use additional sheets as necessary to provide a full, and comprehensive response.

MONTHLY SCHEDULE SHEET

1. List all tasks specified to be performed on a weekly or monthly basis for the DSG-1 area in the box corresponding to the day of the week/month you propose to do them. List man-hours estimated to complete each task.

2. Be sure to include administrative work tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

ANNUAL SCHEDULE SHEET

1. List all tasks specified to be performed for the DSG-1 area at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which you propose to do them. List man-hours estimated to complete each task.

2. Be sure to include any administrative work tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

R.F.P. # DSG-1/10
EXHIBIT E – cont.

PROPOSED PROJECT WORK SCHEDULES
DSG-1/10 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 Detail Trimming Trash Pick Up. Weeding Spraying 3 men - 24 hours Irrigator 8 hours	Detail Trimmig. Trash Pick Up- weedig + Sprayig 3 men 24 hours Irrigator 8 hours.	Blowig Walkways Mowig Edgig. Detail Trimmig. Trash Pick Up. Weedig Sprayig. 3 men 24 hours Irrigator 8 hours.	Mowig Edgig. Trash Pick Up Blowig Walkways 4 men 32 hrs. Irrigator 8 hrs. Job Walks & Meet City Inspector 1 hr.	Detail Trimmig Trash Pick Up weedig Sprayig 3 men 24 hours Irrigator 8 hours.
WEEK #2 Detail Trimmig - Trash Pick Up. weedig Sprayig. 3 men 24 hours irrigator 8 hours.	Detail Trimmig. Trash Pick Up Weedig Sprayig. 3 men 24 hours Irrigator 8 hours.	Mowig Edgig - Blowig Sidewalks Detail Trimmig. Trash Pick Up. weedig Sprayig. 3 men 24 hours. Irrigator 8 hours	Mowig Edgig - Trash Pick Up. Blowig Detail 4 men 32 hours Irrigator 8 hours	Detail Trimmig. Trash Pick Up weedig Sprayig - 3 men 24 hours. Irrigator 8 hours
WEEK #3 Detail Trimmig Trash Pick Up. Weedig Sprayig. 3 men 24 hours Irrigator 8 hours.	Detail Trimmig Trash Pick Up. weedig Sprayig 3 men 24 hours Irrigator 8 hours.	Mowig Edgig. Blowig Sidewalks Detail Trimmig. Trash Pick Up. weedig Sprayig. 3 men 24 hours Irrigator 8 hours	Mowig Edgig. Trash Pick Up. Blowig Sidewalks 4 men 32 hours Meet City Inspector 1 hour Irrigator 8 hours.	Detail Trimmig. Trash Pick Up. weedig Sprayig. 3 men 24 hours Irrigator 8 hours
WEEK #4 Detail Trimmig. Trash Pick Up. weedig Sprayig. 3 men 24 hours Irrigator 8 hours.	Detail Trimmig. Trash Pick Up. Weedig Sprayig. 3 men 24 hours. Irrigator 8 hours.	Mowig Edgig. Blowig Sidewalks Detail Trimmig. Trash Pick Up. Weedig Sprayig. 3 men 24 hours. Irrigator 8 hours.	Mowig Edgig. Trash Pick Up. Blowig Sidewalks 4 men 32 hours Irrigator 8 hours.	Detail Trimmig. Trash Pick Up. Weedig Sprayig. 3 men 24 hours Irrigator 8 hours

R.F.P. # DSG-1/10
EXHIBIT E – cont.

PROPOSED PROJECT WORK SCHEDULES
DSG-1/10 ANNUAL SCHEDULE SHEET

JANUARY	**FEBRUARY** 22-0-6 Scotts Pro-Turf or 21-3-5 Best Turf w/Dimension 3 Hrs.	**MARCH**
APRIL Humus Base Fertilizer 23-5-10 Best Poly Supreme Shrubs & Ground Cover -Aeration 40 hrs.	**MAY**	**JUNE** 22-5-5 Best Turf Gold 3 Hrs.
JULY	**AUGUST**	**SEPTEMBER** 23-5-10 Best Poly Supreme Shrubs & Ground Cover
OCTOBER 22-5-5 Best Turf Gold 3 Hrs. -Aeration 40 hrs.	**NOVEMBER**	**DECEMBER**

R.F.P. # DSG-1/10
EXHIBIT E – cont.

PROPOSED ANNUAL MATERIAL SCHEDULE

Fertilizers:

List fertilizers to be furnished to execute work tasks specified in contract Exhibit A. Specify type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full, and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
– Best Turf Supreme w/ Dimension – or – Scotts Pro-Turf	1000 lbs.	$600.00
– Best Turf Gold	2000 lbs.	$840.00
– Best Poly Supreme	2000 lbs.	$750.00

Pesticides:

List pesticides to be furnished to execute work tasks specified in contract Exhibit A. Specify type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.) and brand name, estimated amount of each type/brand to be supplied annually, and estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE/BRAND NAME	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Riverdale Razor-Pro		$350
Fusilade – Grass Control		$200
Zeneca – XL-2G pre-emergent		$1500

R.F.P. # DSG-1/10
EXHIBIT E – cont.

COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

Communications:

Project General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. Also, the Contractor must designate some responsible employee to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Please describe your company's internal communications system, both office and in-field, and how it will enable your firm to provide the communication capability outlined in the project specifications. Also, please describe how your company will provide the specified twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

In Field 6:00 am - 5:00 pm Area Manager Cell Phone
Office 8:00 am - 5:00 pm Office Staff
After Hours 5:00 pm - 8:00 am Answering Service / Emergency #

Traffic Safety:

Project General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2003 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's traffic control practices and training generally, and how your firm intends to conduct work area traffic control operations if selected to provide service for this project. Use additional sheets as necessary to provide a full, and comprehensive response.

Thyssen Work Zone Safety Program - that all employees need to be certified (Safety Coordinator Ray Velasquez) does weekly inspections and tailgate safety meetings. Traffic cones and arrow boards are used as needed.

R.F.P. # DSG-1/10
EXHIBIT E – cont.

Communications/Traffic Safety/Greenwaste Recycling (cont.)

Greenwaste Recycling:

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope Of Work (see Appendix E. of project contract documents). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste you generate from your operations on the project. If you plan to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full, and comprehensive response.

CR & R Waste Management
P.O. Box 206
Stanton CA 90680
800 · 755 · 8112

Burke Industries
P.O. Box 7166
Buena Park CA 90622
909 - 786 · 0639

R.F.P. # DSG-1/10
EXHIBIT E – cont.

LIST OF SUBCONTRACTORS

SUBCONTRACTORS:

In compliance with the provisions of the Government Code, Section 4102, the undersigned prosper herewith sets forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
	n/a	

R.F.P. # DSG-1/10
EXHIBIT E – cont.

CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of the race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 1420, and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE Manuel Mendes

PRINTED NAME Manny Mendes

TITLE Branch Manager

COMPANY NAME Truguen LandCare

DATE 1-13-10

R.F.P. # DSG-1/10
EXHIBIT E – cont.

PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Proposal Schedule A), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any contract between the Moreno Valley Community Services District and TruGreen LandCare, and as a further result, the aforesaid firm may be barred from participation in future District contracts as well as be subject to possible criminal prosecution, and;
- I have legal authority to bind TruGreen LandCare to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE SIGNED

SIGNATURE(S) Manuel Mendes

PRINTED NAME(S) Manny Mendes

TITLE(S) Branch Manager

COMPANY NAME TruGreen LandCare

DATE

R.F.P. # DSG-1/10
EXHIBIT E – cont.

SCHEDULE II

BID SCHEDULE

PROPOSER: TRUGREEN LANDCARE
(Company Name)

SITE	COST PER MONTH	TOTAL COST FOR 12 MONTHS
1. Tr 12305	$ 16.90	$ 202.80
2. Tr 12773	$ 323.06	$ 3876.72
3. Tr 12902	$ 171.85	$ 2062.20
4. Tr 14387	$ 63.46	$ 761.52
5. Tr 16769	$ 175.50	$ 2106.00
6. Tr 18283	$ 266.48	$ 3197.76
7. Tr 19141	$ 136.61	$ 1639.32
8. Tr 19142	$ 92.43	$ 1109.16
9. Tr 19210	$ 216.92	$ 2603.04
10. Tr 19233	$ 116.06	$ 1392.72
11. Tr 19474	$ 169.42	$ 2033.04
12. Tr 19496	$ 84.24	$ 1010.88
13. Tr 19529	$ 77.92	$ 935.04
14. Tr 19533	$ 173.16	$ 2077.92
15. Tr 19541	$ 124.60	$ 1495.20
16. Tr 19675	$ 59.67	$ 716.04
17. Tr 19862	$ 206.04	$ 2472.48
18. Tr 19912	$ 274.95	$ 3299.40
19. Tr 19937	$ 488.83	$ 5865.96
20. Tr 20120	$ 87.75	$ 1053.00
21. Tr 20197	$ 320.11	$ 3841.32
22. Tr 20404	$ 845.63	$ 10,147.56

R.F.P. # DSG-1/10
EXHIBIT E – cont.

SITE	COST PER MONTH	TOTAL COST FOR 12 MONTHS
23. Tr 20718	$ 538.30	$ 6459.60
24. Tr 20941	$ 224.64	$ 2695.68
25. Tr 21113	$ 285.48	$ 3425.76
26. Tr 21345	$ 154.44	$ 1853.28
27. Tr 21597	$ 777.58	$ 9330.96
28. Tr 21737	$ 91.73	$ 1100.76
29. Tr 21806	$ 139.82	$ 1677.84
30. Tr 22999	$ 74.97	$ 899.64
31. Tr 28882	$ 491.00	$ 5892.00
32. Tr 20579	$ 486.30	$ 5835.60
33. Tr 21333	$ 1275.30	$ 15,303.60
34. Tr 22371	$ 417.55	$ 5010.60
35. Tr 10191/18468	$ 254.38	$ 3052.56
36. Tr 19080	$ 474.80	$ 5697.60
37. Tr 31269-1	$ 1023.12	$ 12,277.44
38. Tr 31268	$ 165.15	$ 1981.80
39. Tr 30967	$ 421.50	$ 5058.00
40. Tr 32018	$ 264.55	$ 3174.60
41. Tr 31257	$ 624.45	$ 7493.40
42. Tr 31424	$ 204.75	$ 2457.00
43. Tr 32625	$ 417.13	$ 5005.56
44. Tr 31269	$ 174.33	$ 2091.96
45. Tr 22889	$ 384.65	$ 4615.80
46. Tr 31591	$ 384.80	$ 4617.60
47. Tr 31129	$ 290.04	$ 3480.48
48. Tr 32715	$ 297.53	$ 3570.36
TOTALS	$ 14,829 .88	$ 177,958 .60

R.F.P. # DSG-1/10
EXHIBIT E – cont.

Total Proposal Amount in figures: $177,958 and 60 /100's Dollars

Total Proposal Amount in words: One hundred seventy-seven thousand nine hundred fifty-eight and sixty /100's Dollars

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway irrigation and landscaping as set forth in Exhibit A of this contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 2 has/have been received and is/are made a part of this proposal.

Manuel Mendez — 1-14-10
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

R.F.P. # DSG-1/10
EXHIBIT E – cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

A. Prices for Emergency Work, Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibit A., Section 3., paragraph e., and; Exhibit C., Section 2., paragraphs a. through d.

UNIT PRICES

1.	Pop-up sprink. In place:	4"	@	$ 9.00	ea
		6"	@	$ 13.00	ea
		12"	@	$ 20.00	ea
2.	Pop-up gear drive sprink. in place:	4"	@	$ 17.00	ea
		12"	@	$ 30.00	ea
3.	Fixed Shrub sprink. In place:		@	$ 6.00	ea
4.	Fixed shrub gear drive sprink. In place:		@	$ 15.00	ea
5.	1 gal. shrub/vine/ground cover in place		@	$ 8.00	ea
6.	5 gal. shrub/vine/ground cover in place		@	$ 25.00	ea
7.	5 gal. tree in place (stakes incl)		@	$ 32.00	ea
8.	15 gal. tree in place (stakes incl)		@	$ 80.00	ea
9.	24" box tree in place (stakes incl)		@	$ 275.00	ea
10.	36" box tree in place (guy wires incl)		@	$ 675.00	ea
11.	Flat of ground cover in place		@	$ 23.00	ea
12.	Planter bed mulch in place		@	$ 38.00	/cu. yd
13.	Additional labor		@	$ 30.00	/man hour
14.	Additional supervision		@	$ 45.00	/man hour
15.	Additional Irrigation Technician		@	$ 60.00	/man hour

PROPOSER: TruGreen LandCare
(Company Name)

R.F.P. # DSG-1/10
EXHIBIT E – cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

COST SECTION A, (ADD ITEMS 1 THROUGH 15: FROM PREVIOUS PAGE) $ 1401.00

ROUTINE IRRIGATION REPAIR PRICES

A. Irrigation repair parts for routine repairs @ cost plus 15 %

COMPUTE TOTAL COST, SECTION A:

STEP 1: MULTIPLY "COST SECTION A" BY THE "COST PLUS" PERCENTAGE ENTERED FOR ITEM A. 18. ABOVE

STEP 2: ADD THE COMPUTATION RESULT TO "COST SECTION A" AND ENTER BELOW

TOTAL COST OF SECTION A = $ 1611.15

B. Unit prices for Additional Work (additional landscape areas) per Section 3., paragraph f.

1. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.0235 /sq. ft./mo.

2. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.02 /sq. ft./mo.

TOTAL COST SECTION B:
ITEMS 1 & 2 ABOVE = $ 0.0435

C. Any other Additional Work shall be quoted per Section 3., paragraph d. of the Terms & Conditions. TOTAL ADDITIONAL WORK PRICE COST:

SUM OF TOTAL COSTS FOR SECTIONS A & B = $ 1611.1935

PROPOSER: TruGreen LandCare
(Company Name)

R.F.P. # DSG-1/10
EXHIBIT E – cont.

CONTRACT PROPOSAL

The undersigned declares that he has carefully examined the location(s) of the proposed work, that he has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth on the following proposal. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM BASE COMPENSATION SHEET):
One hundred seventy-seven thousand, nine hundred fifty-eight and sixty/100's dollars
(Dollar Amount in Words)

$ 177,958.60
(Dollar Amount in Figures)

TOTAL ADDITIONAL WORK PRICE COST (FROM ADDITIONAL WORK PRICE LIST):
One thousand, six hundred-eleven and nineteen/100's dollars
(Dollar Amount in Words)

$ 1611.1935
(Dollar Amount in Figures)

TOTAL COMBINED BASE COMPENSATION AMOUNT AND ADDITIONAL WORK PRICE COST:
One hundred seventy-nine thousand, five hundred sixty-nine and Seventy-nine/100's dollars
(Dollar Amount in Words)

$ 179,569.79
(Dollar Amount in Figures)

Date: 1-14-10

Proposer: TRUGREEN LANDCARE
(Company Name)

By: Manuel Mendez
(Signature)

Title: BRANCH MANAGER

State License Number and Classification: 774548 / C-27, D-49, C-61

If a corporation, complete the following:
INCORPORATED UNDER LAWS OF THE STATE OF _____

PRESIDENT _____

(Corporate Seal)

SECRETARY _____

R.F.P. # DSG-1/10
EXHIBIT E – cont.

AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is cash, a cashier's check, or a certified check, or a Proposal Surety Bond for_____, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated 1-14-10

Signature of Proposer Manuel Mendes

By Miguel Landeros

Address of Proposer 1616 Marlborough #S
Riverside CA 92507

Telephone Number of Proposer (951) 688-6880

Names and Addresses of Members of the Firm:

(If a Corporation)

Signature of Proposer Manuel Mendes

By MANUEL MENDES

Title Branch Manager

Business Address 1616 Marlborough Ave Bldg S
Riverside, CA 92507

R.F.P. # DSG-1/10
EXHIBIT E – cont.

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of ~~Delaware~~ CALIFORNIA (MM)

State License Number and Classification 774548 / C27

PRESIDENT_____

SECRETARY_____

TREASURER_____

(Corporate Seal)

TRUGREEN LandCare[sm]

DESIGNATION OF REPRESENTATIVE

I, Thomas E. Courtney, Vice President & Associate General Counsel of TruGreen LandCare L.L.C., the general partner of TRUGREEN LANDCARE, a California general partnership ("Company"), with full power and authority, do hereby authorize and direct Manny Mendes, Branch Manager, TruGreen LandCare, 1616 Marlborough, Building S, Riverside, California 92507 to represent the Company to execute any and all bid documents, related contracts and documents to effectuate the terms of the contracts for R. F. P. #DSG – 1/10, Maintenance of Parkway Landscaping and Irrigation entered into on behalf of the Company with the Moreno Valley Community Services District.

This Designation of Representative expires at midnight on January, 11, 2011.

TRUGREEN LANDCARE, a California general Partnership

By: TruGreen LandCare L.L.C.,
Its: General Partner

By: _____
Thomas E. Courtney
Vice President & Associate General Counsel

Dated: January 11, 2010

STATE OF TENNESSEE}
COUNTY OF SHELBY}

Before me, M. Elaine Green, a Notary Public for said State and County, personally appeared THOMAS E. COURTNEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Vice President & Associate General Counsel of TruGreen LandCare L.L.C., a Delaware limited liability company, the General Partner of TRUGREEN LANDCARE, the within named bargainor, a California general partnership, and that he as such Vice President & Associate General Counsel, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand, at office, this 11th day of January, 2010.

M. ELAINE GREEN
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

MY COMMISSION EXPIRES
November 20, 2011

M. Elaine Green
Notary Public

My Commission Expires:_____

MV00203343

Moreno Valley Community Services District
Landscaping & Irrigation

Zone D-SG1 • Full Service

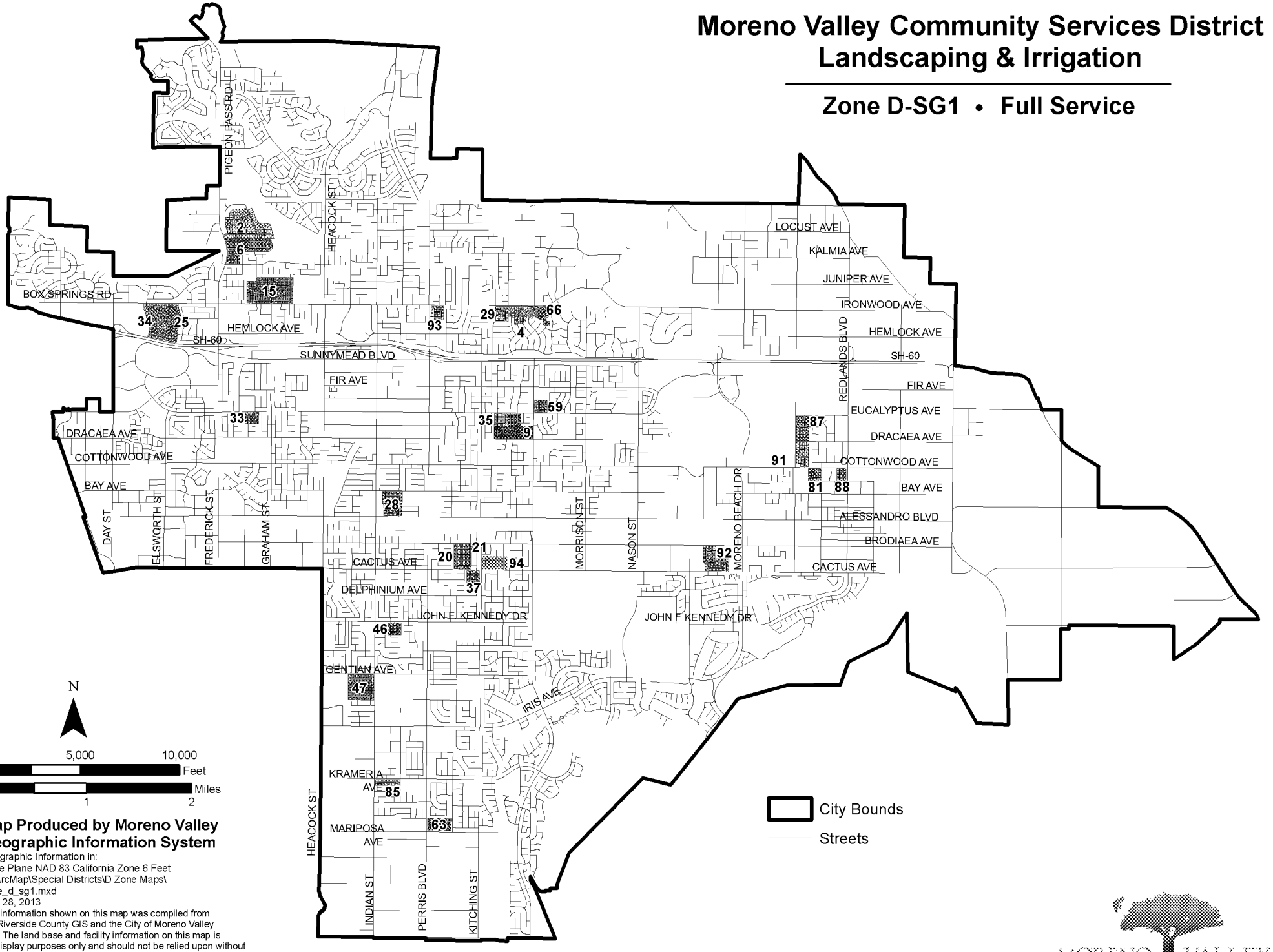

Map Produced by Moreno Valley Geographic Information System

Geographic Information in:
State Plane NAD 83 California Zone 6 Feet
G:\ArcMap\Special Districts\D Zone Maps\
zone_d_sg1.mxd
May 28, 2013

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map.

MORENO VALLEY
WHERE DREAMS SOAR

Moreno Valley Community Services District
Landscaping & Irrigation

Zone D-SG1 • Full Service

Map ID	Tract Number	Area (Sq. Ft.)
2	TR 12305	722
4	TR 12902	7,344
6	TR 14387/12268	2,712
9	TR 16769	7,500
15	TR 18283	11,388
20	TR 19141	5,838
21	TR 19142	3,950
25	TR 19233	4,960
28	TR 19474	7,240
29	TR 19496	3,600
33	TR 19529	3,330
34	TR 19533	7,400
35	TR 19541	5,325
37	TR 19675	2,550
46	TR 20120	3,750
47	TR 20197	13,680
59	TR 21345	6,600
63	TR 21806	5,975
66	TR 22999	3,204
81	TR 31268	7,058
85	TR 30967	18,013
87	TR 31424	8,750
88	TR 32625	17,826
91	TR 31269	7,450
92	TR 31129	12,395
93	TR 32715	12,120
94	TR 21597	34,330

Total Area, Service Area: **225,010 sq ft**

Total Acreage, Service Area: **5.17**

Print Date: May 28, 2013
File: G:\ArcMap\Special Districts\zone_d_sg1_pg2.mxd

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: FIRST EXTENSION OF THE AGREEMENT - PROJECT NO. DSG-2/12-13 ZONE D (REDUCED SERVICE LEVEL) MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION

RECOMMENDED ACTION

Recommendations:

1. Approve the First Extension of the Amended Agreement ("Second Extension Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. DSG-2/12-13, with Mariposa Landscape, Inc., 15529 Arrow Highway, Irwindale, CA 91706 for Zone D (Parkway Landscape Maintenance Services) for areas receiving reduced landscape maintenance services.

2. Authorize the City Manager to execute the First Extension Agreement for DSG-2/12-13 with Mariposa Landscape, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Mariposa Landscape, Inc. in the not-to-exceed (NTE) amount of $177,263.27 ($157,263.27 for base services and $20,000.00 for additional work services).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include:

Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services.

Zone E (extensive landscape maintenance), provides landscape maintenance services at full (standard) or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), E-15 (Celebration), and E-16 (Shadow Mountain).

Zone M (Commercial, Industrial, and/or Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide, and

Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors that perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement (Agreement). In accordance with the terms of the Agreement, annual extensions of the Agreement (Extension Agreement) may be entered into up to no more than 4 extensions of the original Agreement, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the CSD (District) and Contractor, at the base rate as provided in the Amended Agreement, plus an additional amount for extra or unanticipated work (additional work amount) that may be performed during the term of the Agreement plus any applicable Extension Agreement.

The Agreement or Extension Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. “Base services” include: mowing, edging and trimming of turf grass areas, pruning and trimming of shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes

and groundcovers, and pesticide applications. Base services are performed on a scheduled rotation basis. "Additional work services" include, but are not necessarily limited to, additional labor and material costs for irrigation repairs, plant material replacement, fertilizer applications and the addition of added square footage of landscaped areas to be added to a Zone's service area at the unit prices for additional work as specified in the Amended Agreement.

DISCUSSION

On March 28, 2012, the Special Districts Division of the Financial and Management Services Department (formerly the Public Works Department) received valid proposals from three (3) landscape maintenance firms in response to a Request for Proposal (RFP) to provide reduced level landscape maintenance services of the landscaped parkways, medians, and the irrigation system associated with Zone D tracts. On July 10, 2012 upon staffs' evaluation of the proposals and recommendation, the City Council, acting in its capacity as the Board of Directors of the Moreno Valley CSD awarded the contract for landscape maintenance of Zone D (DSG-2 reduced service level landscape maintenance) to Mariposa Landscape, Inc., Irwindale, CA (the "Contractor"). The amount of the Agreement for the initial twelve-month term was $165,884.00 for reduced service level landscape maintenance ($155,784.00 for base services; $10,100.00 for estimated additional work).

In July of 2012, the Contractor was notified that the parkway area of Tract 21616 had been converted from turf grass to planter materials, which adjusted the overall base amount of the Agreement from $155,784.00 to $154,285.56 (a reduction of $1,498.44), which is consistent with the removal of the maintenance cost associated with the turf sq. footage and the addition of the planter sq. footage in accordance with the unit prices for additional work as provided for on, Exhibit E. Additional Work Price List, D. 3, of the Agreement. This change in the type of landscape material (from turf to planter) modified the overall Agreement from $165,884.00 to $164,385.56.

On May 14, 2013, the Agreement was amended to increase the additional work amount from $10,100.00 to $17,200.00 (an increase of $7,100.00 in the additional work amount). The NTE cost of the Agreement as amended, (Amended Agreement), which also reflected the modification in the base amount of the Agreement for Tract 21616, for FY 2012/13, totaled $171,485.56 ($154,285.56 for base and $17,200.00 for additional work).

The service levels for Zone D (DSG-2) as provided are consistent with the terms of the CSD Zone D General Service Level Guidelines, as listed the CSD Zone D Service Plan Policy, (adopted by the CSD Board on January 22, 2002, as most recently amended on April 26, 2011). The Contractor has consistently provided satisfactory service in accordance with the terms of the Amended Agreement. However due to staffing limitations of Special Districts field personnel, it is desirable to increase the frequency of irrigator technician inspections from the monthly inspection frequency, in accordance with the Amended Agreement, to a bi-monthly (every two weeks) inspection frequency. The increase in service will help to identify and address irrigation repairs in the

landscaped areas in Zone D (DSG-2) to prevent an unnecessary decline in the health of the plant material and reduce the potential increase in costs due to water loss. To accommodate this additional work, the Contractor has agreed to accept a 1.93% CPI increase in the base amount of the Amended Agreement adjusted it from $154,285.56 to $157,263.27 (an increase of $2,977.71) and has agreed to extend the Amended Agreement based upon the same terms in accordance with the reduced service level for Zone D (DSG).

Approval of the Extension Agreement for Fiscal Year 2013/14

Approval of the First Extension Agreement, is being recommended for authorization in the NTE amount of $177,263.27 ($157,263.27 for Zone D (DSG-2) base maintenance services and $20,000.00 for Zone D (DSG-2) additional work). This is the first of four possible extensions allowed per the terms of the Amended Agreement.

Authority for City Manager Approval of Extension Agreements for the Balance of Available Extensions to the Amended Agreement

Pursuant to City Council Resolution No. 2008-115, the City Council shall provide approval of procurements greater than $100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Amended Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the DSG-2/12-13 Amended Agreement, as may be allowed per the terms of the Amended Agreement. Potential extensions are those extensions which may be allowed, contingent upon satisfactory service by the Contractor and concurrence by the City and Contractor to enter into an extension of the Agreement, or the Agreement as Amended.

DSG-2/12-13						
	FY 2012/13 Original Amended Agreement[1]	FY 2013/14 Proposed First Extension[2]	FY 2014/15 Potential Second Extension[3]	FY 2015/16 Potential Third Extension[3]	FY 2016/17 Potential Fourth Extension[3]	Cumulative Total
Base	$ 154,285.56	$157,263.27	$157,263.27	$157,263.27	$157,263.27	$783,338.64
Additional Work	$ 17,200.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 97,200.00
Total	$ 171,485.56	$177,263.27	$177,263.27	$177,263.27	$177,263.27	$880,538.64

[1] The Original Agreement includes a reduction 3,670 sq. ft. of parkway turf in Tract 21616 that converted to planter material, which adjusted the base amount of the Agreement from $155,784.00 to $154,285.56 a reduction of ($1,498.44). The Original Agreement as First Amended includes an added work amount to accomodate additional irrigation repair services, which adjusted the additional work amount from $10,100.00 to $17,200.00 (and increase of $7,100.00) .

[2] The base amount for FY 2013/14 reflects a CPI increase of 1.93% ($2,977.71) to cover the cost of added irrigation inspection services on a twice a month basis, an increase from the monthly inspection as per the Agreement. These services are necessary given the age of some Tract irrigation infrastructure. Also, the additional work amount for FY 2013/14 reflects a proposed increase for additional services, including replants and some irrigation repair services, as may be required.

Staff is requesting the City Council authorize the City Manager to approve extensions and any necessary amendments up to, as well as associated purchase orders (P.O.) for all remaining extensions available, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council (CSD Board) and demonstration by the Contractor of having provided satisfactory performance of the services, per the terms of the Amended Agreement in the prior year(s), and both the City and the Contractor mutually agreeing to extend the Amended Agreement.

ALTERNATIVES

1. Approve the First Extension Agreement for DSG-2/12-13 with Mariposa Landscape, Inc., in the form attached hereto to provide for the continuation of landscape maintenance services; authorize the City Manager to execute said First Extension Agreement for DSG-2/12-13 with Mariposa Landscape, Inc.; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $177,263.27 ($157,263.27 for Zone D (DSG-2) base services and $20,00.00 for Zone D (DSG-2) additional work services); and authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement and authorize the associated P.O.s as may be required in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will ensure uninterrupted landscape maintenance and irrigation services be provided to the parkways and medians associated with the Zone D (DSG-2 reduced service level landscape maintenance) tracts located throughout various designated areas of the city.*

2. Do not approve the First Extension Agreement for DSG-2/12-13 with Mariposa Landscape, Inc., in the form attached hereto to provide for the continuation of landscape maintenance services; nor authorize the City Manager to execute said First Extension Agreement for DSG-2/12-13 with Mariposa Landscape, Inc.; nor authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $177,263.27 ($157,263.27 for Zone D (DSG-2) base services and $20,00.00 for Zone D (DSG-2) additional work services); and do not authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement nor authorize subsequent P.O.s as may be required in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney. *By selecting this alternative, there will be an interruption in landscape maintenance and irrigation services provided to the parkways and medians associated with the Zone D (DSG-2 reduced service level landscape maintenance) landscaped areas, which will prevent necessary landscape maintenance services from being performed.*

FISCAL IMPACT

Administration and maintenance of Zone D is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills. Revenue from the parcel charges collected for Zone D may only be used for landscape

maintenances services associated with the parkways and medians in Zone D. **The costs for these maintenance services have been budgeted, respectively, for each of these Zones for the coming fiscal year**. **These actions will not impact the City's General Fund.**

The following table represents the base and additional work costs for FY 2013/14 associated with the DSG-2/12-13 First Extension Agreement for Zone D tracts that receive reduced service level landscape maintenance.

Service Area (Zone)	Contractor	GL Account	2013/14 Base Agreement Amount	2013/14 Additional Work Agreement Amount	2013/14 Total Agreement Amount
DSG-2	Mariposa Landscapes, Inc.	5111-30-79-25704-620910	$ 157,263.27	$ 20,000.00	$ 177,263.27

CITY COUNCIL GOALS

Community Image and Positive Environment:

City Council in their capacity as the CSD Board will allow for the continued promotion of community image, as well as neighborhood pride and cleanliness, through continued maintenance of parkways and medians of CSD maintained landscaped areas by approval of this item.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1 – First Extension Agreement for DSG-2/12-13for FY 2013/14

Attachment 2 – First Amendment to the Agreement

Attachment 3 – Agreement for DSG-2/12-13 for FY 2012/13

Attachment 4 – Site Map – Zone D (DSG-2/13-13)

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

FIRST EXTENSION AGREEMENT
PROJECT NO. DSG-2/12-13
MAINTENANCE OF PARKWAY & MEDIAN LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereinafter, "District") and **Mariposa Landscape, Inc.,** (hereinafter, "Contractor").

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated July 10, 2012, referencing Project No. DSG-2/12-13 Maintenance of Parkway & Median Landscaping and Irrigation for the maintenance of the District's parkway and median landscaping, and irrigation systems associated with certain tracts within the District's Zone D service area that receive reduced service level landscape maintenance; and,

WHEREAS, Contractor was provided written notification that 3,670 sq. ft. of parkway turf for Tract 21616 had been converted to planter material, which adjusted the overall base amount of the Agreement from $155,784.00 to $154,285.56 in accordance with the unit prices for additional work (additional landscape areas) as provided in the Agreement, Exhibit E, Additional Work Price List, D., 3.; and,

WHEREAS, a First Amendment to the Agreement (First Amendment and the Agreement, collectively referred to hereinafter as the "Amended Agreement") was entered into, which adjusted the Agreement to accommodate an additional work amount in FY 2012/13 from $7,100.00 to $17,200.00 an increase of $10,100.00 for necessary additional work; and ,

WHEREAS, landscape maintenance services provided during the initial term of the Amended Agreement were sufficiently performed; and,

WHEREAS, District and Contractor agree to increase the frequency of irrigator inspection services from the current monthly schedule to a bi-monthly (every two week) schedule; and,

WHEREAS, pursuant to the terms of the Agreement, both parties wish to further extend the Amended Agreement and include a 1.93% CPI increase of $2,977.71 to the base amount which will increase it from $154,285.56 to $157,263.27 to accommodate the increased frequency in irrigator inspection services from the current monthly schedule to a bi-monthly (every two week) schedule; and,

FIRST EXTENSION AGREEMENT
PROJECT NO. DSG-2/12-13
MAINTENANCE OF LANDSCAPING AND IRRIGATION

WHEREAS, the Amended Agreement, as extended, (First Extension Agreement) shall be extended for a period of twelve (12) months under the following terms:

1. The First Extension Agreement period shall commence on **July 1, 2013** and shall terminate on **June 30, 2014.**

2. In accordance with Exhibit D., 1., B., of the Agreement, this First Extension Agreement shall be considered the first of four possible extensions of the Amended Agreement.

3. For the period of this First Extension Agreement and except where additional compensation is specifically provided for in the Amended Agreement, the District will pay the Contractor for work (labor, materials, supplies, equipment, etc.) performed under this First Extension Agreement for maintenance of the Zone D (DSG-2 - reduced service level) parkways consistent with the payment terms of the Amended Agreement in the total amount of **THIRTEEN THOUSAND ONE HUNDRED FIVE AND 27/100 DOLLARS ($13,105.27)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **ONE HUNDRED FIFTY-SEVEN THOUSAND TWO HUNDRED SIXTY-THREE AND 27/100 DOLLARS ($157,263.27)**.

4. Services per the terms of the Amended Agreement and for this First Extension Agreement will be provided to those tracts as identified on Exhibit A attached hereto this First Extension Agreement.

5. Notwithstanding Exhibit E., D., Additional Work Price List, 3., a,. of the Agreement, the unit costs set forth therein shall be for any landscape areas added to the project during the period of this First Extension Agreement, which shall be at a cost of **$0.0093/sq.ft./mo**.

6. Notwithstanding Exhibit C., 2., E., of the Agreement, for the period of this First Extension Agreement and except as specifically approved by subsequent action of the CSD Board or the City Manager, as directed by the CSD Board, the Director (the Chief Financial Officer/City Treasurer or their designated appointee) may not authorize additional work pursuant to this First Extension Agreement or the Amended Agreement in excess of the cumulative total of **TWENTY THOUSAND AND 00/100 DOLLARS ($20,000.00)**.

7. Except as set forth herein, all other terms and conditions of the Amended Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor: TruGreen Landcare
By: _____	By: _____
Title: City Manager, Acting in the capacity of District Manager to the Moreno Valley Community Services District	Title: (President or Vice President)
Date: _____	Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary

Date: _____
Affix Corporate Seal Below

FIRST EXTENSION AGREEMENT
PROJECT NO. DSG-2/12-13
MAINTENANCE OF LANDSCAPING AND IRRIGATION

DSG-2 Tract	Estimated Turf sq. footage	Estimated planter sq. footage	FY 2013/14 Cost
17176		21,097	$ 2,244.00
21332		19,440	$ 2,064.00
21333		54,500	$ 5,772.00
20727		51,216	$ 5,424.00
10980/13576/19081		20,291	$ 2,148.00
20030		11,200	$ 1,188.00
19551		36,364	$ 3,852.00
22093		8,873	$ 936.00
18512/21322		59,940	$ 6,348.00
31257		26,686	$ 6,012.00
19032		9,132	$ 972.00
11848		9,066	$ 960.00
10191/18468		10,871	$ 1,152.00
18930		38,849	$ 4,116.00
19862		8,805	$ 936.00
21737	2,640	1,280	$ 1,608.00
20072		23,550	$ 2,496.00
19208		17,680	$ 1,872.00
19799		17,652	$ 1,860.00
28882		20,983	$ 2,220.00
18784/20906		30,432	$ 3,228.00
16768		16,281	$ 1,728.00
17033		9,990	$ 1,056.00
19500		3,636	$ 384.00
22371		17,844	$ 1,896.00
20525		16,500	$ 1,752.00
23046		16,000	$ 1,692.00
24721		6,882	$ 732.00
31591		16,445	$ 1,740.00
22276		11,690	$ 1,236.00
22277		20,485	$ 2,172.00
17337		37,680	$ 3,996.00
15387		9,049	$ 960.00
19957		6,810	$ 720.00
20032		14,076	$ 1,488.00
19509		18,328	$ 1,944.00
16770		5,830	$ 612.00
32018		7,865	$ 828.00
19852		28,800	$ 3,036.00
27526		16,373	$ 1,740.00
30027		45,833	$ 4,860.00
19518/18372		12,634	$ 1,344.00
13585	4,600	2,000	$ 2,508.00
20941	2,145	7,455	$ 1,920.00

Exhibit A

FIRST EXTENSION AGREEMENT
PROJECT NO. DSG-2/12-13
MAINTENANCE OF LANDSCAPING AND IRRIGATION

DSG-2 Tract	Estimated Turf sq. footage	Estimated planter sq. footage	FY 2013/14 Cost
31269-1		43,723	$ 4,632.00
31284		28,321	$ 3,000.00
17387		4,384	$ 468.00
19143		4,864	$ 516.00
21616		23,528	$ 2,521.56
17867		13,778	$ 1,464.00
12773		13,806	$ 1,476.00
19685		62,530	$ 6,624.00
19210		9,270	$ 984.00
19363		13,320	$ 1,416.00
19434		13,848	$ 1,392.00
17457		3,444	$ 396.00
19912		11,750	$ 1,248.00
20552		19,458	$ 2,064.00
20404		36,138	$ 3,828.00
20718		23,004	$ 2,448.00
20869		2,100	$ 300.00
15433		24,161	$ 2,568.00
22889		16,438	$ 1,752.00
19937		20,890	$ 2,220.00
20301	3,400	3,800	$ 2,208.00
20660		11,912	$ 1,272.00
20859		33,630	$ 3,564.00
21113	1,700	10,500	$ 2,076.00
20715		51,280	$ 5,436.00
29038		6,243	$ 660.00
Sub-Total	14,485	1,352,513	$ 154,285.56
Added Cost for Irrigator Services [1]			$ 2,977.71
Total Base Contract Agreement Cost			$ 157,263.27

[1] For added irrigator services, in FY 2013/14 from monthly to bi-monthly.

FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT MORENO VALLEY COMMUNITY SERVICES DISTRICT MAINTENANCE OF PARKWAY & MEDIAN LANDSCAPING AND IRRIGATION

PROJECT NO. DSG-2/12-13

This First Amendment to the Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT, a municipal corporation, hereinafter referred to as "CSD," and Mariposa Landscapes, Inc., a California Corporation hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for RFP NO. DSG-2/12/13 PROJECT NO. DSG-2/12-13, hereinafter referred to as "Agreement," dated July 10, 2012; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform maintenance of landscaping and irrigation of the landscaped parkways and medians for the DSG-2 areas as provided in the Agreement; and,

WHEREAS, the Agreement was authorized in the not-to-exceed (NTE) amount of $165,884.00 ($155,784.00 for base maintenance services to be paid at a rate of $12,982.00 per month, one month in arrears and $10,100.00 for additional work); and,

WHEREAS, on July 30, 2012, a notification letter was submitted to the Contractor that 3,670 sq. ft. of parkway turf had been converted to planter material, which adjusted the Agreement from $165,884.00 to $164,385.56 (a reduction in the base maintenance from $155,784.00 to $154,285.56); and,

FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. DSG-2/12-13

WHEREAS, the amount of additional work that was identified is greater than anticipated when the Agreement was entered into, which will require a $7,100.00 increase in the Agreement's additional work allocation from $10,100.00 to $17,200.00, to cover the cost of additional services, which includes but is not limited to labor and materials, for irrigation repairs and replanting services to be performed or provided by the Contractor.

SECTION 1 FIRST AMENDMENT to the AGREEMENT:

1.1 Total Contract Amendment from $165,884.00 to $171,485.56 ($154,285.56 for base maintenance services, to be paid at a rate of $12,857.13 per month, one month in arrears and $17,200.00 for additional work).

1.1.a. Base Amount: Base amount was reduced from $155,784.00 to $154,285.56 by $1,498.44.

1.1.b. Additional Work: Amend the Additional Work Amount of the Agreement, Exhibit C, Section 2. E. from $10,100.00 to $17,200.00, an increase of $7,100.00, to accommodate additional labor and material costs associated with irrigation and replanting services.

SECTION 2

2.1 Except as otherwise specifically provided in this First Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. DSG-2/12-13

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District

Date: _____

Contractor: Mariposa Landscapes, Inc.

By: _____
Title: (President or Vice President)

Date: 04-25-13

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: 04-25-13

Affix Corporate Seal Below
(If applicable)

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

INDEPENDENT CONTRACTOR AGREEMENT

RFP NO. DSG-2/12-13
PROJECT NO. DSG-2/12-13
MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name	Mariposa Landscapes, Inc.
Street Address	15529 Arrow Hwy.,
Street Address	
City, State, Zip	Irwindale, CA 91706
Mailing Address (If same as Street Address, write same or same as above)	Same
Business Phone (with area code)	(626) 960-3809
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	(909) 429-2546
Fax Number	
Email Address	
Social Security Number	
Business License Number	
Federal Tax ID Number	
Contractor's License Number & Classification	592268/ C-27, A, C61/D49

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contract Starting Date is July 1, 2012 and the Contract Ending Date is June 30, 2013. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will consider Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

A. Control of Work. Except for compliance with service schedules, general and technical specification provisions (which may also be referred to herein as specifications) and performance standards as provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Contract.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (District), and the their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, Housing Authority's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, Housing Authority, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, Housing Authority, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of

carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Contract

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/District/Housing Authority premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.
By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City's Risk Manager prior to the execution of this Contract. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, the Moreno Valley Community Services District, and, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the City of amendment or cancellation, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The District and the Contractor agree that to the

extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.

J. Termination.

1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.

2. The District may terminate this Contract without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor: 15529 Arrow Highway, Irwindale, CA 91706
[Mailing Address (Post Office Box, if applicable]
626-960-0196
[Telephone number]
626-960-8477
[Fax number]
jaimeg@mariposa-ca.com
[Email address]

With a copy to:
[Attorney for Contractor, if applicable]
[Street Address]
[Post Office Box, if applicable]
[City, State, Zip]
[Telephone number]
[Fax number]
[Email address]

To District (CSD): MORENO VALLEY COMMUNITY SERVICES DISTRICT
Public Works Department
Special Districts Division
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Sharon Sharp, Senior Management Analyst
Telephone number: 951.413.3480
Fax Number: 951.413.3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951.413.3036
Fax number: 951.413.3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: Michelle Dawson
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District
for
Date: 7/10/12

Contractor

By:
Title: (President or Vice President)

Date: June 25, 2012 ~~June~~

By:
Title: (Corporate Secretary or Assistant Secretary)
(If applicable)

Date: June 25, 2012

Affix Corporate Seal Below
(If applicable)

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

Deputy City Attorney

7-9-12
Date

RECOMMENDED FOR APPROVAL:

Department Head

7/9/12
Date

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

EXHIBIT A
RFP NO. DSG-2/12-13
PROJECT NO. DSG-2/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

1. GENERAL PROVISIONS - SCOPE OF WORK

A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the Board of Directors of the Moreno Valley Community Services District establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 20, Project Location Map.

B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf, groundcover, and shrub areas designated hereunder; regularly maintain and prune those portions of trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Specification Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.

E. All work shall be performed in accordance with the General and Technical Specification Provisions of this Contract and in accordance with an approved service schedule, as approved by the Director. Service schedules may be modified with 30 days advance written notice by the District.

2. GENERAL PROVISIONS - SCHEDULING OF WORK

A. The Contractor will adhere to the facilities, equipment and monthly and annual work schedules submitted as a part of the Contractor's RFP, and incorporated herein by this reference. These schedules, and any approved revisions thereto, will be used by the District as a basis for determining Contractor's satisfactory performance.

B. Revisions to facilities, equipment, or monthly and annual work schedules may not be implemented without the prior written approval of the Director. The Contractor is required to submit proposed revisions regarding facilities, equipment or monthly and annual work schedules in writing to the District at the address as set forth in the Independent Contractor Agreement, Section 3, paragraph N. at least ten (10) working days prior to commencing work per the proposed revisions.

C. Failure to submit proposed revisions concerning facilities, equipment, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations. Specialty type maintenance operations includes, but is not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

F. When inclement weather renders performance per the approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor is required to adjust his work force in order to accomplish those work items not affected by weather, and will contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-performance penalties per Exhibit C, Section 4.

G. For the purposes of this Contract, "Working Days" are Mondays through Thursdays, excluding holidays as provided herein. On those days maintenance is to be provided pursuant to the work schedule as approved by the Director. The hours of on site maintenance service will be from 7:00 a.m. to 4:30 p.m., not including mobilization to or from work site. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day in advance for the Director's approval.

3. GENERAL PROVISIONS - FUNCTIONS AND RESPONSIBILITIES

A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Appendix B, Monthly Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director

C. The Director may require the Contractor to attend meetings with the District field staff at some fixed interval to review the Contractor's operations, and schedule future work as may be ordered by the Director. Failure to attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. The Contractor shall maintain an office at some fixed place, and be listed in the telephone directory in Contractor's own name or in the Contractor's company name. Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph E. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by telephone, written email, written mailed correspondence or facsimile transmission. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at **<u>any</u>** time:

1. City Manager
2. Director of Public Works
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Street Maintenance Supervisor
7. Senior Landscape Services Inspector
8. Landscape Services Inspector
9. Landscape Irrigation Technician

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. GENERAL PROVISIONS - CONTRACTOR'S STAFF

A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.

C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.

D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements.

Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. GENERAL PROVISIONS - EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

6. GENERAL PROVISIONS - COMPLAINTS

A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.

B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Exhibit A, Section 3, paragraph B.

C. In addition to the provisions of Section 6., paragraph A. in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. GENERAL PROVISIONS - SAFETY

A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2010 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Exhibit A Section 3, paragraph B., above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Section 3, paragraph J of the Independent Contractor Agreement.

8. USE OF CHEMICALS

A. Before the beginning of the Contract period, the Contractor is required to submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS) of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.

B. Director shall be notified in writing of any changes or deviations from the list as referenced in Exhibit A, Section 8, Paragraph A. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.

D. Contractor shall report all fertilizers and pesticides used in the performance of the work as an element of Contractor's Monthly Report, as set forth in Exhibit A, Section 3, paragraph B. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City and the Community Services District of the City of Moreno Valley (CSD). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City or CSD and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the CSD that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.

B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars ($25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Drive, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL SPECIFICATION PROVISIONS

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed per the Frequency of Service table, as set forth in Exhibit E. Should weather and/or site conditions preclude the normally scheduled frequency of this service during any month, or portion thereof, the maintenance schedule shall be modified at the discretion and approval of the Director.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall

be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Specification Provisions - Fertilization, Section 18.

13. Pest control: See Technical Specification Provisions - Pesticide Use, Section 19.

14. Aeration:

    (a) All turf areas shall be aerated at the frequency as set forth per the frequency of service table, in Exhibit E, unless otherwise directed by the Director;

    (b) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

    (c) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

    (d) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

    (e) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Specification Provisions – Fertilization, Section 18.

15. Renovation/thatching and additional aeration operations are to be considered Additional Work, per Exhibit C., Section 2.

16. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Trees shall be pruned at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Portions of trees up to eighteen feet (18') in height shall:

   (a) Be pruned to enable successful adaptation to their particular site situation;

   (b) Have no more than one-third (1/3) of living branches removed annually;

   (c) Be fertilized only as directed by District field staff.

6. Portions of trees over eighteen feet (18') in height shall:

   (a) Be inspected annually;

   (b) Pruned and/or trimmed as necessary to maintain proper site orientation;

   (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

   (d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall not be allowed:

   (a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

   (c) Use of pruning paint/pruning compound/wound dressing;

   (d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Specification Provisions – Pesticide Use, Section 19.

13. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Shrubs shall be pruned and/or trimmed per the frequency of service table, as set forth in Exhibit E, unless otherwise directed by the Director, in order to:

(a) Remove dead, diseased, or damaged branches;

(b) Remove unwanted encroachments into public and/or utility rights-of-way;

(c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned in a manner that will:

(a) Enable successful adaptation to their particular site situation;

(b) Follow the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

6. Pruning tools must:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices are not allowed:

(a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") <u>will be done only when authorized by the Director on a site-specific basis</u>.

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

(c) Use of pruning paint/pruning compound/wound dressing.

8. Fertilization: See <u>Technical Specification Provisions - Fertilization</u>, Section 18.

9. Pest control: See <u>Technical Specification Provisions --Pesticide Use</u>, Section 19.

10. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Technical Specification Provisions, ground covers

are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed per the frequency of service table, as set forth in Exhibit E , unless otherwise directed by the Director in order to:

   (a) Remove dead, diseased, or damaged branches/crowns;

   (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

   (c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

   (a) To enable successful adaptation to their particular site situation;

   (b) In accordance with accepted practices for the particular species in question;

5. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Specification Provisions - Fertilization, Section 18.

8. Pest control: See Technical Specification Provisions –Pesticide Use, Section 19.

9. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

E. WEED CONTROL

1. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as

weeds.

2. Weed control shall be addressed per the frequency of service table, as set forth in Exhibit E, unless otherwise directed by the Director.

3. Chemical weed control: See Technical Specification Provisions – Pesticide Use, Section 19.

4. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.

5. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

6. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. Said maintenance shall include, but not be limited to: visual and operational inspections; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

3. For the purposes of this section, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

   (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage;

   (b) Be turned off during periods of rainfall, or as directed by District field staff;

   (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

   (a) Be operated only when Contractor's personnel are present on site;

   (b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;

   (c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. Debris/litter control shall be provided per the frequency of service table, as set forth in Exhibit E, unless otherwise stated herein this Section and/or as directed by the Director.

2. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

3. Contractor shall remove from both planted areas and adjacent hardscapes/walkways the following items, which include but are not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by the Contractor before the close of business the working day following notification of this condition.

4. All hardscape areas that include, but are not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

5. The Contractor shall dispose of all debris and litter, as described herein

Exhibit A, Section 17, letter G, paragraphs 1 and 2 above, off-site, and in a legal manner.

6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices such as, televisions, computers and computer monitors; firearms, ammunition or other appliances. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

7. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in the performance of contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in the course of the performing the contract's Scope of Work services at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4

18. TECHNICAL SPECIFICATION PROVISIONS - FERTILIZER

A. TURF FERTILIZATION

1. Fertilizer shall be applied to turf areas in accordance with Table I, below. The frequency of service for turf fertilization is also referenced in Exhibit E, Section V., Frequency of Service Table. At the discretion and request of the Director, additional applications at the pricing terms as listed in the additional work section of Schedule II may be provided. Failure to adhere to this Specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs
OCT	1	22-5-5*	1.25	5.7 lbs

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See the following section on fertilizers.

**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See the following sections, below, regarding fertilizers.

2. Humus base fertilizers to be applied by drop spreader only.

3. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

6. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. Fertilizer shall be applied to all shrubs and ground covers in accordance with Table II below as noted. The frequency of service for shrub and ground

cover fertilization is also referenced in Exhibit E, Section V. At the discretion and request of the Director, additional applications at the pricing terms as listed in the additional work section of Schedule II may be provided. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All fertilizers are to be of indicated analysis or better

TABLE II

			Rates per 1,000 sq. ft.	
Month**	Number of Apps	Type of Fertilizer	Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

**Service areas on Level 3 (12 Week) service rotation receive shrub and ground cover fertilization one time (1) per year in April.

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification is required to Director five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces

before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

19. TECHNICAL SPECIFICATION PROVISIONS – PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.

3. All pesticide applications shall be applied as directed by the Director.

4. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

5. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Exhibit A., Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Exhibit A, Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Disposal of empty pesticide containers, if made in the County of Riverside,

shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. For pesticide application reporting specifications, see Exhibit A., Section 3 – Functions and Responsibilities and Exhibit A., Section 8. – Use of Chemicals.

3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed in accordance with the Frequency of Service Table as provided in Exhibit E, Section V., or as determined by the Director.

   (b) Appropriate chemical control must be used on the following weeds.

   Bermuda Grass
   Kikuyu Grass
   Nutsedge
   Field Bindweed
   Spurge

   The aforementioned list is inclusive; other species may be added by the Director as necessary.

   (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C.,

Section 4.

2. Snail Control

(a) Snails shall be controlled on a regular basis on the following plant species:

Agapanthus africanus
Aptenia sp.
Gazania sp.
Hemerocallis sp.

(b) Snails shall be controlled on an as needed basis on all other plant material.

(c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

(a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(b) The Director may require all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(c) The Director may require all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(d) The Director may require all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

   (b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

   (c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Insect and Disease Control

   (a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

   (b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

20. PROJECT LOCATION MAPS

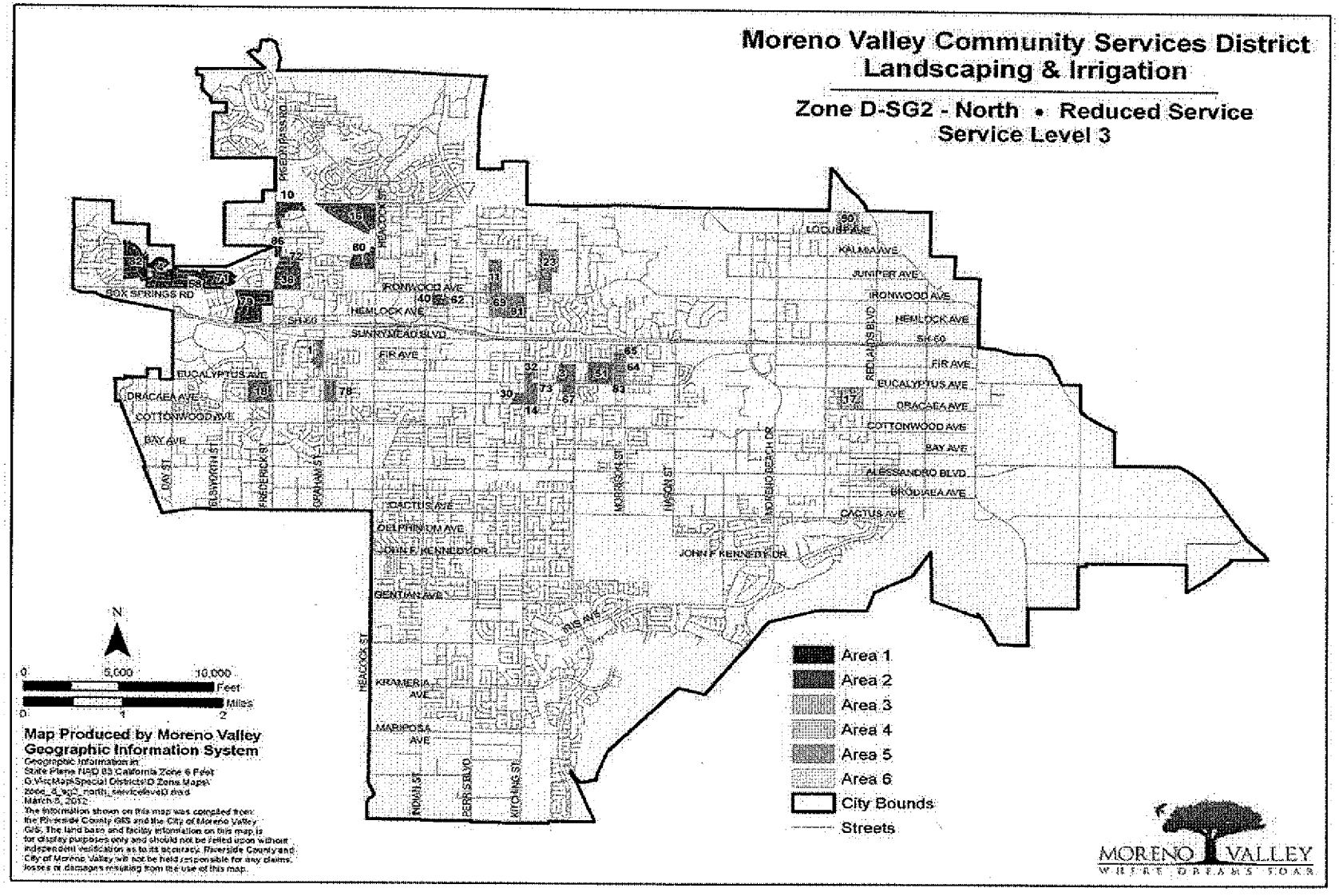

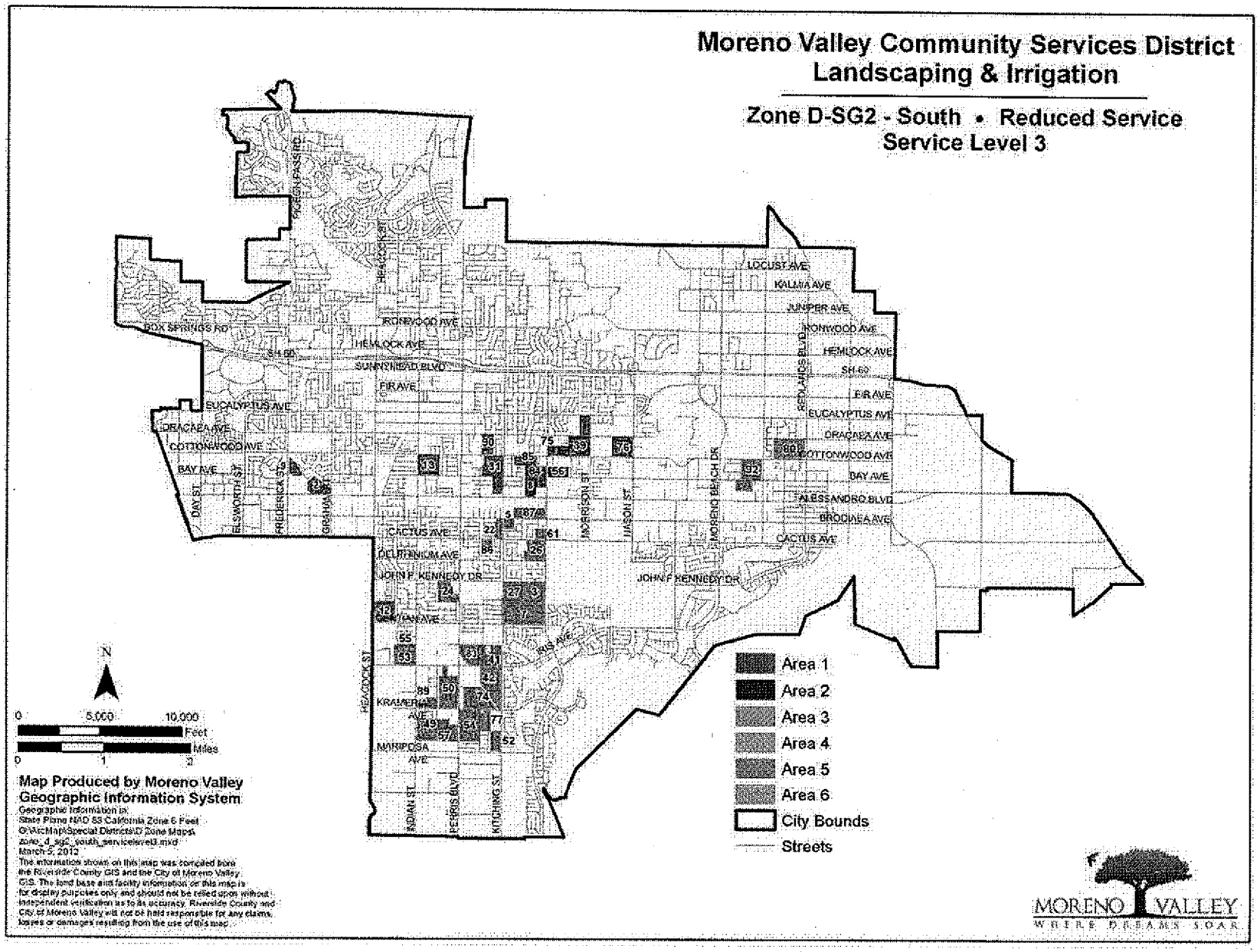
Moreno Valley Community Services District
Landscaping & Irrigation
Zone D-SG2 - South • Reduced Service
Service Level 3
BOX SPRINGS RD
IRONWOOD AVE
HEMLOCK AVE
SUNNYMEAD BLVD
FIR AVE
EUCALYPTUS AVE
DRACAEA AVE
COTTONWOOD AVE
BAY AVE
DAY ST
ELSWORTH ST
FREDERICK ST
GRAHAM ST
CACTUS AVE
DELPHINIUM AVE
JOHN F KENNEDY DR
PERIS BLVD
HEACOCK ST
KRAMERIA AVE
MARIPOSA AVE
INDIAN ST
KITCHING ST
MORRISON ST
MASON ST
MORENO BEACH DR
LOCUST AVE
KALMIA AVE
JUNIPER AVE
EDWARDS BLVD
ALESSANDRO BLVD
BRODIAEA AVE
Area 1
Area 2
Area 3
Area 4
Area 5
Area 6
City Bounds
Streets
N
0 5,000 10,000 Feet
0 1 2 Miles
Map Produced by Moreno Valley
Geographic Information System
Geographic Information by:
State Plane NAD 83 California Zone 6 Feet
G:\AscMap\Special Districts\D Zone Maps\
zone_d_sg2_south_servicelevel3.mxd
March 5, 2012
The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map.
MORENO VALLEY
WHERE DREAMS SOAR

EXHIBIT B: District Responsibilities

RFP NO. DSG-2/12-13
PROJECT NO. DSG-2/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACT SUPERVISION

A. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of the same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.

B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C: Payment Terms

RFP NO. DSG-2/12-13
PROJECT NO. E-3/11- 12

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACTOR'S COMPENSATION

A. Th e Contractor will be paid monthly per site based upon successful performance of the maintenance services provided in accordance with an approved service schedule for each area/site and in compliance with the terms and provisions of this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports for the: 1) maintenance performed, 2) Greenwaste, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month, and 5) a detailed invoice for services in accordance with the Contract price for the work performed, which shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org.

Accounts Payable questions can be directed to 951.413.3073.

Copies of invoices and reports will be submitted to the Special Districts Division of the Public Works Department at specialdistricts@moval.org. Calls may also be directed to the Special Districts Division at 951.413.3480.

B. Th e Contractor will obtain and keep current during the term of this Contract, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at http://www.moval.org/do_biz/biz-license.shtml.

C. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of twelve thousand, nine hundred and eighty-two dollars and 00/100 ($12,982.00) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed One hundred and fifty-five thousand, seven hundred and eighty-four dollars and 00/100 ($155,784.00), except as provided for in Section 2 below.

D. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the

completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall_forms.shtml#bf.

E. The minimum information required on all invoices includes:

1. Vendor Name, Mailing Address and Phone Number
2. Invoice Date
3. Vendor Invoice Number
4. City – provided Reference Number (Project No. and Title)
5. Detailed work hours by class title (e.g. Manager, Technician or Specialist), services performed, and rates, explicit portion of a contract amount or detailed billing information is sufficient to justify the invoice amount: single or lump sum amounts without detail are not acceptable.

F. The City shall pay the Contractor for all invoiced and authorized maintenance services within thirty (30) days of receipt of invoice for the same.

G. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2, paragraph C. herein this Exhibit, in addition to the work set forth in Exhibit A, General Provisions - Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Schedule II, Sections B & C or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth herein Exhibit C, Section 2, paragraph B., below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after

receiving a verbal authorization, the Contractor must submit a written estimate to the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in Exhibit E, Schedule II, shall be prorated from the day the Contractor commences work on the additional areas.

D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Schedule II, Section B and C. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).

E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of $10,100.00 for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

A. Work required in the General or Technical Specification Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General and/or Technical Specification Provisions; submit notifications or reports required by the Contract, for General or Technical Specifications Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General or Technical Specification Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of

$100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, telephone, facsimile transmission or in writing.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the District to allow for explanations.

EXHIBIT D: Term of Contract

RFP NO. DSG-2/12-13
PROJECT NO. DSG-2/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

1. TERM OF CONTRACT

A. Following approval by both parties, the Contract will commence on July 1, 2012, and shall terminate (12) months thereafter on June 30, 2013.

B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.

C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.

E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

RFP NO. DSG-2/12-13
PROJECT NO. DSG-2/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

RFP NO. DSG-2/12-13
PROJECT NO. DSG-2/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

I: SCHEDULE I – VENDOR INFORMATION

A. COMPANY NAME: Mariposa Landscapes, Inc.

TYPE
- Sole proprietor _____
- Partnership _____
- Corporation X

B. COMPANY ADDRESS (STREET) 15529 Arrow Highway

(CITY, STATE, ZIP) Irwindale, CA 91706

C. COMPANY ADDRESS (MAILING) 15529 Arrow Highway

(CITY, STATE, ZIP) Irwindale, CA 91706

D. BUSINESS PHONE NUMBER(with area code) 626-960-0196

E. SATELLITE OFFICE ADDRESS (if applicable):
11093 Almond Ave
Fontana, CA 92337

F. SATELLITE OFFICE PHONE NUMBER 909-429-2546

G. CONTRACTOR'S LICENSING INFORMATION:

1. LICENSE NUMBER/CLASSIFICATION/NAME STYLE:
592268/ C-27, A, C61/D49
2. NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 22 yrs
3. LICENSE EXPIRATION DATE: 4/30/14
4. CURRENT LICENSE STATUS: Active

5. PRIOR ACTIONS AGAINST THIS LICENSE? Yes / No
6. IF YES, LIST CITATION TYPE AND HOW RESOLVED: _____

H. .COMPANY'S FEDERAL IDENTIFICATION NO.: 95-4245898

I. NAME AND TITLE(s) OF COMPANY OFFICERS:

Terry Noriega	President
Antonio Valenzuela	Secretary

J. NUMBER OF YEARS COMP ANY HAS PERFORM ED LANDSCAPE MAINTENANCE SERVICES: 32 years

K. NUMBER OF YEARS COMP ANY HAS PERFORM ED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 32 years

L. CURRENT LANDSCAPE MAINTENANCE OPERATIONS

THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED IN ANSWER TO THIS QUESTION (QUESTION L.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

TOTAL NUMBER OF LANDSCAPE MAINTENANCE CONTRACTS: 70

PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 65%

TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: $15,000,000.00

1. NUMBER OF EMPLOYEES COMMITTE D TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS: 11	AVERAGE WAGE SCALE: $65.00 /hr*
TECHNICIANS: 55	AVERAGE WAGE SCALE: $45.00 /Hr.*
FOREMEN: 77	AVERAGE WAGE SCALE: $35.00 /Hr.*
LABORERS: 157	AVERAGE WAGE SCALE: $30.00 /Hr.*

*Use the fully burdened rate (i. e., taxes, insurance, benefits, OH &P) - T his is a prevailing wage project.

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

A. MOTOR VEHICLES
- TYPE: Dump Truck NUMBER: 4

- TYPE: Pick-Up Truck NUMBER: 53
- TYPE: Stake NUMBER: 53
- TYPE: Sweeper NUMBER: 1

Large Water Truck 1

B POWER EQUIPMENT

- TYPE: Mowers NUMBER: 78
- TYPE: Weedeaters NUMBER: 118
- TYPE: Blowers NUMBER: 101
- TYPE: Edgers NUMBER: 47

Hedgetrimmers 105
Reels 4
Trailers 47
Roll-off Bins 18

II: REFERENCES

Attach Responses to this question on additional sheets – One sheet per reference

A. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.

B. REFERENCE RESPONSES MUST INCLUDE:

1. NAME AND ADDRESS OF AGENCY;
2. NAME AND TEL EPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
3. CONTRACT NAME(S) / NUMBER(S);
4. ANNUAL CONTRACT AMOUNT(S);
5. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
6. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
6. LENGTH OF CONTRACT(S).

C. **THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:**

1. How many (number) of contracts and years under contract?
2. What are/were the Scope of the contract(s), acreage amounts, location(s)?
3. What are/were the Contract amount(s)?
4. Do/did they have adequate (quantity/quality) staffing?
5. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
6. Does staff have the ability to comprehend/speak English?
7. How are/were the appearance, uniforms, and use of safety equipment?
8. Do/did they have availability of additional personnel for extra work/special projects?
9. Is/was the equipment used in good working order?
10. Do/did they have an effective in-company communications system?
11. How is/was the knowledge of and the project/contract standards?
12. Do/did they have the ability to respond to complaints/requests in a timely fashion?

II: REFERENCES

Name:	**City of Baldwin Park**
Address:	13135 E. Garvey Ave Baldwin Park, CA 91706
Contact:	Mike Salas Acting Field Supervisor
Phone:	626-224-0100
Contract Name:	Landscape Maintenance for the City of Baldwin Park
Contract Amount:	$90,000.00/year
Acreage:	18 Acres throughout the city
Locations:	Various Locations
Length of Contract:	1999 – Current

Name:	**City of Rancho Cucamonga**
Address:	9153 9th Street
	Rancho Cucamonga, CA 91730
Contact:	Steve Relph
	Supervisor
Phone:	909-677-6251
Contract Name:	Landscape Maintenance for the City of Rancho Cucamonga
Contract Amount:	$1,164,213.00/year
Acreage:	68 Acres
Locations:	Various Locations
Length of Contract:	1989-Current

Name:	**City of Long Beach**
Address:	333 W. Ocean Blvd Long Beach, CA 90802
Contact:	Theresa Maceyka Maintenance Operations Supervisors
Phone:	562-570-4879
Contract Name:	Landscape Maintenance for the City of Long Beach
Contract Amount:	$639,152.00/year
Acreage:	262 Acres throughout the city
Locations:	Various Locations throughout the city
Length of Contract:	2009-Current

MV00203408

13. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
14. How accurate & timely is/was billing/invoicing?
15. Have Contract(s) been successfully completed to term?
16. Would you accept future proposals/bids from this company?

III: PROPOSED FACILITIES, EQUIPMENT & STAFFING SCHEDULE

A. **Facilities** – List the facility(ies) locatio n and/or address where work crews a nd equipment will be dis patched. Use additional sheets as necessary to provide a full and comprehensive response.

Mariposa Landscapes, Inc.
11093 Almond Ave
Fontana, CA 92337

B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement , General Provisions, and Technical Specification Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sh eets as necessary to provide a full and comprehensive response.

1. **Equipment:**

walk behind aerators (S)
backpack blowers (S)
various hand tools (S)

2. **Motor Vehicles:**

3/4 ton full size pickup (S)
3/4 ton full size ext. cab pickup (S)
3/4 ton full size irrigation truck (S)
Utility trailer (S)

3. **Turf Maintenance Power Equipment/Tools:**

50" bagger ride-on mower (S)
21" bagger walk behind mower (S)
walk behind edger (S)
Weedeater (S

4. **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**
(List both powered and hand equipment/tools)

Hedgetrimmer
Stick hedgetrimmer
Pole saw
hand pruners
lopers
rakes
burlaps

5. **Irrigation System Maintenance Equipment:**
(List both powered and hand equipment/tools)

Shovels (Various)
Picks
Pipe cutter
Pipe wrenches (various)
Screw drivers (various)
volt meter
wire tracer
hand held remote
pliers

6. **Fertilizer Application Equipment:**
(List both powered and hand equipment/tools)

walk behind broadcast spreader
hand held broadcast spreader

7. **Pesticide Application Equipment:**
(List both powered and hand equipment/tools)

backpack sprayer

C. **Staff**: - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Technical Specification Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**
(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)
Luis Valenzuela, Maintenance Division Manager - CLT, QAC, Arborist (also refer to attached resume)
Jaime Garcia, Maintenance Supervisor - QAC (also refer to attached resume)
Forman - To Be Assigned upon award of contract
Irrigator - To Be Assigned upon award of contract
Laborer 1 - To Be Assigned upon award of contract
Laborer 2 - To Be Assigned upon award of contract
(Subject to change or modify)

2. **Tree Trimming/Maintenance:**
(List any ISA or equivalent certified personnel)
Tasks to be performed by Assigned Routine Crew

3. **Irrigation System Maintenance:**
(List technical personnel – include any relevant education, certification, licensing information for each person listed)
Irrigator to be assigned upon award of contract.

4. **Pesticide Application:**
(List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.)
Tasks to be performed by Assigned Routine Crew

Resumes

Mariposa has experienced dedicated professionals who make up the management and supervisory team. The combination of qualified, dedicated management and well- trained workers enables us to provide quality services in landscape installation, maintenance and tree care. The following list reflects the qualifications of our management and supervisory staff.

Management

Terry Noriega - President

- 32 years experience in landscape installation and maintenance
- B.S. in Ornamental Horticulture: California State Polytechnic University, Pomona
- California Contractors License:
  - C-27 –Landscaping
  - A –Engineering
  - C61/D49 –Tree Trimming
- Pest Control Advisor::
  - Insects, Mites and Other Invertebrates
  - Plant Pathogens
  - Nematodes
  - Vertebrate Pests
  - Weed Control
  - Plant Growth Regulators
- Qualified Applicator License:
  - Categories A, B, C, D, E, F, H
- Certified Landscape Technician:
  - Ornamental Maintenance
  - Turf Maintenance
- Certified Arborist: International Society of Arboriculture:
  - #WE-1182A
- Certified Consulting Arborist (candidate): American Society of Consulting Arborists
- Certified Playground Safety Inspector
- Arizona Contractors License:
  - ROC178088 K-21
- Arizona, Qualifying Party License:
  - #8263
- Arizona Pest Control Business License:
  - #8246

15529 ARROW HIGHWAY, IRWINDALE, CA 91706
CA. LANDSCAPE CONTRACTORS LICENSE NO. 592268
TEL. 626 • 960 • 0196 FAX 626 • 960 • 8477

Antonio Valenzuela – Vice President of Operations

- 23 years experience in landscape maintenance, and irrigation troubleshooting
- Qualified Applicator Certificate:
  - Category B, C, F
- Certified Landscape Technician:
  - Ornamental Maintenance
  - Turf Maintenance
- Backflow Certification in Los Angeles County
- Landscape Water Auditor: Cal Poly SLO
- Certified Landscape Professional
- Certified Playground Safety Inspector

Theresa Lu - Controller

- 25 years experience in Accounting and Business Administration
- B.S. in Accounting from Metropolitan State College, Denver
- Licensed Property & Casualty Insurance Broker

Landscape Maintenance

Jaime Garcia – Landscape Maintenance Supervisor

- 18 years experience in the landscape industry
- Qualified Applicator License:
  - Category B, C
- Certified Landscape Technician:
  - Irrigation

Luis Valenzuela – Landscape Maintenance Regional Manager, Southern California

- 21 years experience in landscape and construction operations
- Qualified Applicator Certificate:
  - Category B
- Certified Landscape Technician:
  - Irrigation
- Certified Arborist: International Society of Arboriculture:
  - # WE-8713A
- Certification – Effective Business Leadership & Development – PDC/GCC

Estimating

Joshua Cho – Estimator

- 25 years experience in landscape maintenance, construction and design
- B.S. in Landscape Architecture, Cal Poly Pomona
- Landscape Designer

**Note: Additional Information Available Upon Request

IV: PROPOSED PROJECT WORK SCHEDULES

Pages 58-59 contain blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed scheduled for performing the services as describe in Exhibit A. For those services listed under the Technical Specification Provisions found in Exhibit A, Section 17, and Sections 18 A (Turf Fertilization) and 18 B (Shrub & Ground Cover Fertilization) refer to the FREQUENCY OF SERVICE TABLE located in Exhibit E, Section V., Use additional sheets as necessary to provide a full and comprehensive response on each of the schedule sheets.

If selected, the awarded Contractor will provide the CSD, within 30 days after contract execution, a mapped work schedule for ZONE D. Sample mapped work schedules have been provided for reference.

A. MONTHLY SCHEDULE SHEET

1. List all tasks specified to be performed on a weekly or monthly basis for the ZONE D areas in the box corresponding to the day of the week/month the work is proposed to be performed.

2. Be sure to include administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

B. ANNUAL SCHEDULE SHEET

1. List all tasks specified to be performed for the ZONE D areas at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which the work is proposed to be performed.

2. Be sure to include any administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

ZONE D MONTHLY SCHEDULE SHEET

SERVICE SCHEDULE LEVEL 3
PROPOSED PROJECT WORK SCHEDULES

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 Litter control Mow/edge/detail Blow/clean up Irrig. inspect/adjust Weed control (partial)	Litter control Weed control Blow/clean up Irrig. inspect/adjust Trim trees/vines/ shrubs/gc (partial) Weed control (partial)	Litter control Irrig. inspect/adjust Trim trees/vines/shrubs/ gc (partial)	Litter control Blow/clean up Trim trees/vines/ shrubs/gc (partial) Weed control (partial) Pest control (partial)	NO WORK
WEEK #2 Irrig. inspect/adjust	Irrig. inspect/adjust	Irrig. inspect/adjust	NO WORK	Same as above
WEEK #3 Mow/edge/detail Blow/clean up	Irrig. inspect/adjust	Irrig. inspect/adjust	NO WORK	NO WORK
WEEK #4 Irrig. inspect/adjust	Irrig. inspect/adjust	Irrig. inspect/adjust	NO WORK	Same as above

ZONE D ANNUAL SCHEDULE SHEET

SERVICE SCHEDULE LEVEL 3
PROPOSED PROJECT WORK SCHEDULES

JANUARY Routine Maint. Weed control	**FEBRUARY** Routine Maint. Fertilize turf w/ 22-0-6 + preemergent Shrub, GC care/trim	**MARCH** Routine Maint.
APRIL Routine Maint. Aerate Fertilize shrubs & GC w/ 23-5-10	**MAY** Routine Maint. Shrub, GC care/trim Weed control	**JUNE** Routine Maint. Fertilize turf w/ 22-5-5
JULY Routine Maint.	**AUGUST** Routine Maint. Shrub, GC care/trim Weed control	**SEPTEMBER** Routine Maint.
OCTOBER Routine Maint. Fertilize turf w/ 22-5-5	**NOVEMBER** Routine Maint. Shrub, GC care/trim Weed control	**DECEMBER** Routine Maint.

I: FREQUENCY OF SERVICE TABLE

Service Type	Service Schedule Level 1 (4 Week)	Service Schedule Level 2 (8 Week)	Service Schedule Level 3 (12 Week)
17.A. Turf Care			
Mow/edge/trim	Weekly	Every other week	Every other week
Aeration	Bi-annually (Spring & Fall)	Bi-annually (Spring & Fall)	Annually (Spring)
17.C. Shrub Care			
Prune/trim	Monthly	6x's per year	4x's per year
17.D. Ground Cover			
Prune/trim	Monthly	6x's per year	4x's per year
17.E. Weed Control			
Weed control	Monthly	6x's per year	4x's per year
17.G. Debris/Litter			
Debris/Litter removal	Weekly	Every other week	Monthly
18.A. Turf Fertilization	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)
18.B. Shrub/Ground Cover Fertilization	2x's per year (April & Sept.)	2x's per year (April & Sept.)	1x per year (April)
19. C. 1. (a) Ground covers, shrubs & trees - Pesticide usage criteria	2x's per year (Spring & Fall)*	2x's per year (Spring & Fall)*	2x's per year (Spring & Fall)*

* specification of month to be approved by Director in advance of application

VI: ZONE D – SAMPLE SERVICE SCHEDULES

A ZONE D – 4 WEEK ROTATION Sample based on Service Schedule Level 1 Frequency

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 South	2	15387	9,049		
DSG2 South	9	19957	6,810		
DSG2 South	13	20032	14,076		
DSG2 South	31	19609	18,328		
DSG2 South	85	16770	5,830		
DSG2 South	90	32018	11,305		
DSG2 South	39	19852	28,800		
DSG2 South	75	27526	16,373		
DSG2 South	76	30027	45,833		
DSG2 South	8	19318/18372	12,634		Grass
DSG2 South	84	13585	6,600		
DSG2 South	56	20941	9,600		Grass
DSG2 South	80	31269-1	43,723		
DSG2 South	92	31284	28,321		
DSG2 South	5	17387	4,384		
DSG2 South	22	19143	4,864		
DSG2 South	61	21616	23,528		
DSG2 South	87	17867	13,778		
DSG2 South	3	12773	13,806		
DSG2 South	7	19685	62,530		
DSG2 South	24	19210	9,270		
DSG2 South	26	19363	13,320		
DSG2 South	27	19434	13,242		
DSG2 South	86	17457	3,444		
DSG2 South	41	19912	11,750		Grass
DSG2 South	12	20552	19,458		Grass
DSG2 South	60	20404	36,138		
DSG2 South	53	20718	23,004		
DSG2 South	55	20869	2,100		
DSG2 South	83	15433	24,161		
DSG2 South	69	22889	16,438		
DSG2 South	42	19937	20,890		
DSG2 South	49	20301	7,200		Grass
DSG2 South	52	20660	11,912		Grass
DSG2 South	54	20859	33,630		Grass
DSG2 South	57	21113	12,200		
DSG2 South	74	20715	51,250		Grass
DSG2 South	77	29038	6,243		

updated 11/9/11

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 North	4	17176	21,097		
DSG2 North	58	21332	19,440		Grass
DSG2 North	71	21333	54,500		
DSG2 North	82	20272	51,216		Grass
DSG2 North	79	19060	20,291		
DSG2 North	10	20030	11,200		
DSG2 North	36	19551	36,364		
DSG2 North	72	22093	8,873		
DSG2 North	16	18512/21322	59,940		Grass
DSG2 North	66	31257	26,686		
DSG2 North	80	19032	9,132		
DSG2 North	1	11848	9,066		
DSG2 North	78	10191/18468	10,871		
DSG2 North	18	18930	38,849		Grass
DSG2 North	40	19682	8,805		Grass
DSG2 North	62	21737	3,920		Grass
DSG2 North	11	20072	23,550	2	
DSG2 North	23	19208	17,680	2	
DSG2 North	32	19799	17,652	2	
DSG2 North	69	28882	20,983	2	
DSG2 North	91	18784/20906	30,432	2	
DSG2 North	3	16768	16,281	2	
DSG2 North	14	17033	9,990	2	
DSG2 North	30	19500	3,636	2	
DSG2 North	73	22371	17,844	2	
DSG2 North	51	20525	16,500	2	
DSG2 North	67	23046	16,000	2	
DSG2 North	17	24721	6,882	2	
DSG2 North	83	31591	16,445	2	
DSG2 North	64	22276	11,690	2	Grass
DSG2 North	65	22277	20,485	2	
DSG2 North	90	17334	37,680	2	

DSG 2 South

Jul-12	Nov-12	Mar-13
07/04/2012 Mow/Litter	11/07/2012	03/06/2013
07/11/2012	11/14/2012 Mow/Litter	03/13/2013 Mow/Litter
07/18/2012 Mow/Litter	11/21/2012	03/20/2013
07/25/2012	11/28/2012 Mow/Litter	03/27/2013 Mow/Litter
Aug-12	**Dec-12**	**Apr-12**
08/01/2012 Mow/Litter	12/05/2012	04/03/2013
08/08/2012	12/12/2012 Mow/Litter	04/10/2013 Mow/Litter
08/15/2012 Mow/Litter	12/19/2012	04/17/2013
08/22/2012	12/26/2012 Mow/Litter	04/24/2013 Mow/Litter
08/29/2012 Mow/Litter		
Sep-12	**Jan-13**	**May-13**
09/05/2012	01/02/2013	05/01/2013
09/12/2012 Mow/Litter	01/09/2013 Mow/Litter	05/08/2013 Mow
09/19/2012	01/16/2013	05/15/2013
09/26/2012 Mow/Litter	01/23/2013 Mow/Litter	05/22/2013 Mow/Litter
	01/30/2013 Mow/Litter	05/29/2013 Mow/Litter
Oct-12	**Feb-13**	**Jun-13**
10/03/2012	02/06/2013	06/05/2013
10/10/2012 Mow/Litter	02/13/2013 Mow/Litter	06/12/2013 Mow/Litter
10/17/2012	02/20/2013	06/19/2013
10/24/2012 Mow/Litter	02/27/2013 Mow/Litter	06/26/2013 Mow/Litter
10/31/2012 Mow/Litter		

DSG 2 North

Jul-12	Nov-12	Mar-13
07/02/2012 Mow/Litter	11/05/2012	03/04/2013
07/09/2012	11/12/2012 Mow/Litter	03/11/2013 Mow/Litter
07/16/2012 Mow/Litter	11/19/2012 Area 2/Mow/Litter	03/18/2013 Area 2/Mow/Litter
07/23/2012 Area 2/Mow/Litter	11/26/2012 Mow/Litter	03/25/2013 Mow/Litter
07/30/2012 Mow/Litter		
Aug-12	**Dec-12**	**Apr-13**
08/06/2012	12/03/2012	04/01/2013
08/13/2012 Mow/Litter	12/10/2012 Mow/Litter	04/08/2013 Mow/Litter
08/20/2012 Area 2/Mow/Litter	12/17/2012 Area 2/Mow/Litter	04/15/2013 Area 2/Mow/Litter
08/27/2012 Mow/Litter	12/24/2012 Mow/Litter	04/22/2013 Mow/Litter
	12/31/2012 Mow/Litter	04/29/2013 Mow/Litter
Sep-12	**Jan-13**	**May-13**
09/03/2012	01/07/2013	05/06/2013
09/10/2012 Mow/Litter	01/14/2013 Mow/Litter	05/13/2013 Mow/Litter
09/17/2012 Area 2/Mow/Litter	01/21/2013 Area 2/Mow/Litter	05/20/2013 Area 2/Mow/Litter
09/24/2012 Mow/Litter	01/28/2013 Mow/Litter	05/27/2013 Mow/Litter
Oct-12	**Feb-13**	**Jun-13**
10/01/2012	02/04/2013	06/03/2013
10/08/2012 Mow/Litter	02/11/2013 Mow/Litter	06/10/2013 Mow/Litter
10/15/2012 Area 2/Mow/Litter	02/18/2013 Area 2/Mow/Litter	06/17/2013 Area 2/Mow/Litter
10/22/2012 Mow/Litter	02/25/2013 Mow/Litter	06/24/2013 Mow/Litter
10/29/2012 Mow/Litter		

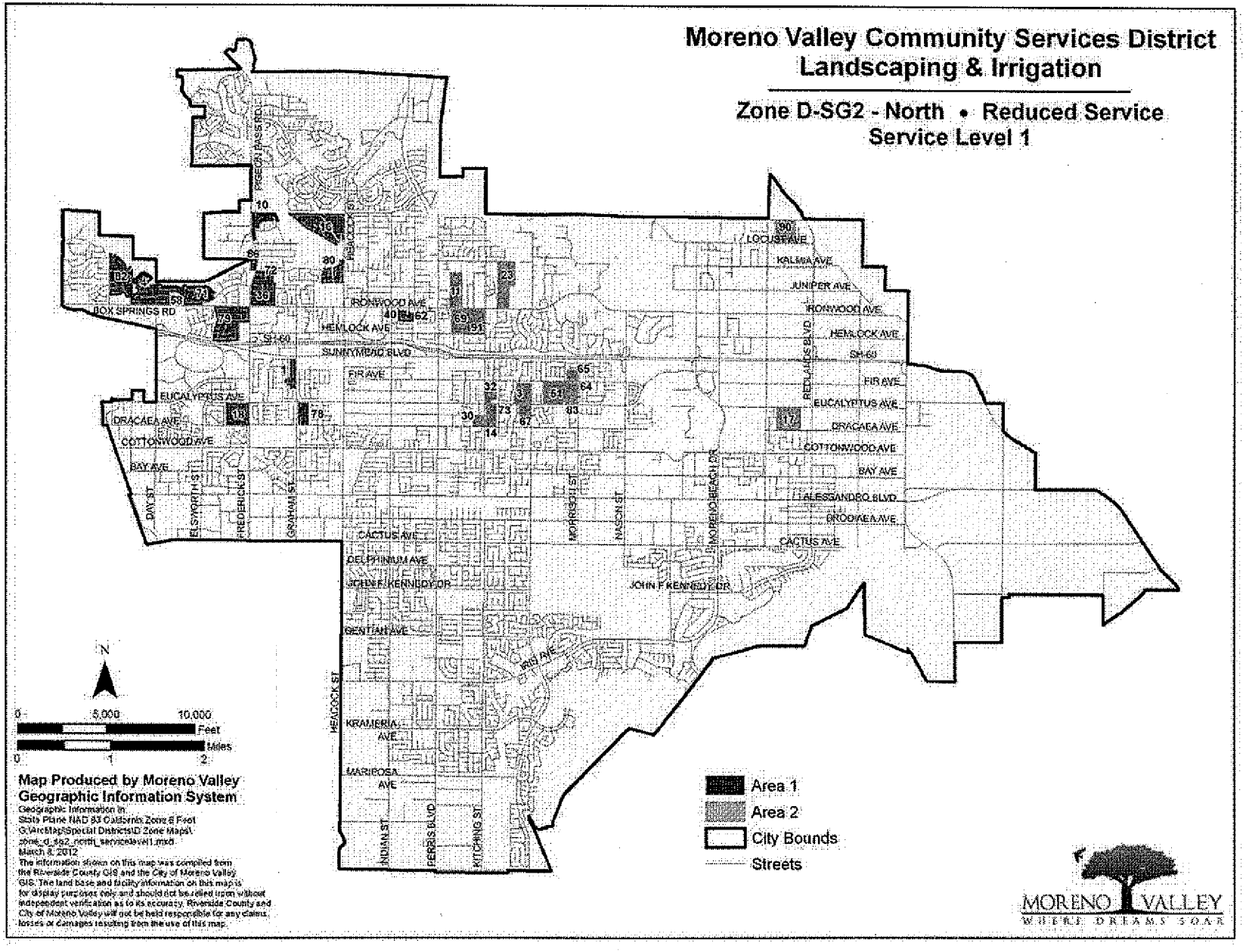
Moreno Valley Community Services District
Landscaping & Irrigation
Zone D-SG2 - North • Reduced Service
Service Level 1
PIGEON PASS RD
BOX SPRINGS RD
IRONWOOD AVE
HEMLOCK AVE
SUNNYMEAD BLVD
SH-60
FIR AVE
EUCALYPTUS AVE
DRACAEA AVE
COTTONWOOD AVE
BAY AVE
DAY ST
ELSWORTH ST
FREDERICK ST
GRAHAM ST
CACTUS AVE
DELPHINIUM AVE
JOHN F KENNEDY DR
GENTIAN AVE
HEADOCK ST
KRAMERIA AVE
MARIPOSA AVE
INDIAN ST
PERRIS BLVD
KITCHING ST
IRIS AVE
MORRISON ST
NASON ST
MORENO BEACH DR
LOCUST AVE
KALMIA AVE
JUNIPER AVE
REDLANDS BLVD
ALESSANDRO BLVD
BROOKLEA AVE
N
0 5,000 10,000 Feet
0 1 2 Miles
Map Produced by Moreno Valley
Geographic Information System
Geographic Information in:
State Plane NAD 83 California Zone 6 Feet
G:\ArcMap\Special Districts\D Zone Maps\
zone_d_sg2_north_servicelevel1.mxd
March 8, 2012
The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map.
Area 1
Area 2
City Bounds
Streets
MORENO VALLEY
WHERE DREAMS SOAR

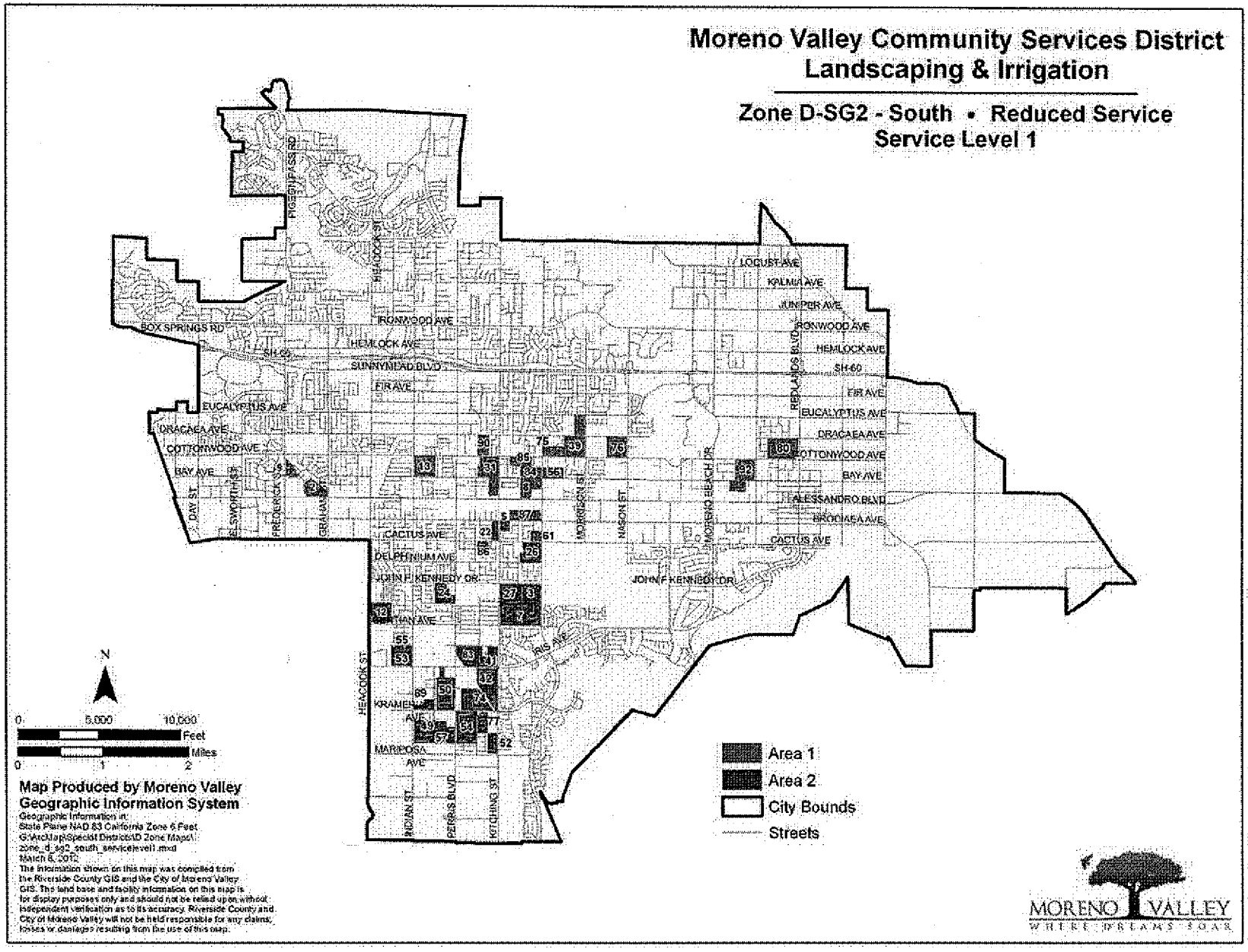
Moreno Valley Community Services District
Landscaping & Irrigation
Zone D-SG2 - South • Reduced Service
Service Level 1
BOX SPRINGS RD
PIGEON PASS RD
HEACOCK ST
IRONWOOD AVE
HEMLOCK AVE
SH-60
SUNNYMEAD BLVD
FIR AVE
EUCALYPTUS AVE
DRACAEA AVE
COTTONWOOD AVE
BAY AVE
DAY ST
ELSWORTH ST
FREDERICK ST
GRAHAM ST
CACTUS AVE
DELPHINIUM AVE
JOHN F KENNEDY DR
IRIS AVE
KRAMER AVE
MARIPOSA AVE
INDIAN ST
PERRIS BLVD
KITCHING ST
MORRISON ST
NASON ST
MORENO BEACH DR
REDLANDS BLVD
LOCUST AVE
KALMIA AVE
JUNIPER AVE
ALESSANDRO BLVD
BROCIADA AVE
N
0 5,000 10,000
Feet
Miles
0 1 2
Map Produced by Moreno Valley
Geographic Information System
Geographic Information in:
State Plane NAD 83 California Zone 6 Feet
G:\ArcMap\Special Districts\D Zone Maps\
zone_d_sg2_south_servicelevel1.mxd
March 6, 2012
The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map.
Area 1
Area 2
City Bounds
Streets
MORENO VALLEY
WHERE DREAMS SOAR

B. ZONE D – 8 WEEK ROTATION Sample based on Service Schedule Level 2 Frequency

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 South	2	15387	9,049	1	
DSG2 South	9	19957	6,810	1	
DSG2 South	13	20032	14,076	1	
DSG2 South	31	19509	18,328	1	
DSG2 South	85	16770	5,830	1	
DSG2 South	90	32018	11,306	1	
DSG2 South	39	19852	28,800	1	
DSG2 South	75	27526	16,373	1	
DSG2 South	76	30027	45,833	1	
DSG2 South	8	19518/18372	12,634	1	Grass
DSG2 South	84	13585	6,600	1	
DSG2 South	56	20941	9,600	1	Grass
DSG2 South	80	31269-1	43,723	1	
DSG2 South	92	31284	28,321	1	
DSG2 South	5	17387	4,384	2	
DSG2 South	22	19143	4,864	2	
DSG2 South	61	21616	23,528	2	
DSG2 South	87	17867	13,778	2	
DSG2 South	3	12773	13,805	3	
DSG2 South	7	19685	62,530	3	
DSG2 South	24	19210	9,270	3	
DSG2 South	26	19363	13,320	3	
DSG2 South	27	19434	13,242	3	
DSG2 South	86	17457	3,444	3	
DSG2 South	41	19912	11,750	3	Grass
DSG2 South	12	20552	19,458	3	Grass
DSG2 South	50	20404	36,138	3	
DSG2 South	53	20718	23,004	3	
DSG2 South	55	20869	2,100	4	
DSG2 South	83	15433	24,161	4	
DSG2 South	89	22889	16,438	4	
DSG2 South	42	19937	20,890	4	
DSG2 South	49	20301	7,200	4	Grass
DSG2 South	52	20660	11,912	4	Grass
DSG2 South	54	20859	33,630	4	Grass
DSG2 South	57	21113	12,200	4	
DSG2 South	74	20715	51,250	4	Grass
DSG2 South	77	29038	6,243	4	

DSG 2 South

Jul-12	Nov-12	Mar-13
07/04/2012 Mow/Litter	11/07/2012 Mow/Litter	03/06/2013 Open
07/11/2012 Area 4	11/14/2012 Area 4	03/13/2013 Mow/Litter
07/18/2012 Mow/Litter	11/21/2012 Mow/Litter	03/20/2013 Area 4
07/25/2012 [redacted]	11/28/2012 [redacted]	03/27/2013 Mow
Aug-12	**Dec-12**	**Apr-12**
08/01/2012 Mow/Litter	12/05/2012 Mow/Litter	04/03/2013 [redacted]
08/08/2012 Area 1	12/12/2012 Area 3	04/10/2013 Mow/Litter
08/15/2012 Mow/Litter	12/19/2012 Mow/Litter	04/17/2013 Area 3
08/22/2012 Area 4	12/26/2012 Area 4	04/24/2013 Mow/Litter
08/29/2012 Mow/Litter		
Sep-12	**Jan-13**	**May-13**
09/05/2012 Area 3	01/02/2013 Mow/Litter	05/01/2013 Area 4
09/12/2012 Mow/Litter	01/09/2013 Area 4	05/08/2013 Mow/Litter
09/19/2012 [redacted]	01/16/2013 Mow/Litter	05/15/2013 [redacted]
09/26/2012 Mow/Litter	01/23/2013 [redacted]	05/22/2013 Mow/Litter
	01/30/2013 Mow	05/29/2013 [redacted]
Oct-12	**Feb-13**	**Jun-13**
10/03/2012 Area 3	02/06/2013 Area 3	06/05/2013 Mow/Litter
10/10/2012 Mow/Litter	02/13/2013 Mow/Litter	06/12/2013 Area 3
10/17/2012 Area 4	02/20/2013 Area 4	06/19/2013 Mow/Litter
10/24/2012 Mow/Litter	02/27/2013 Mow/Litter	06/26/2013 Area 4
10/31/2012 Open		

updated 11/9/11

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 North	4	17176	21,097	1	
DSG2 North	58	21332	19,440	1	Grass
DSG2 North	71	21333	54,500	1	
DSG2 North	82	20272	51,216	1	Grass
DSG2 North	79	19080	20,291	1	
DSG2 North	10	20030	11,200	1	
DSG2 North	36	19551	36,364	1	
DSG2 North	72	22093	8,873	1	
DSG2 North	16	18512/21322	59,940	2	Grass
DSG2 North	88	31257	26,686	2	
DSG2 North	80	19032	9,132	2	
DSG2 North	1	11848	9,056	2	
DSG2 North	78	10191/18468	10,871	2	
DSG2 North	18	18930	38,849	2	Grass
DSG2 North	40	19682	8,805	2	Grass
DSG2 North	62	21737	3,920	2	Grass
DSG2 North	11	20072	23,550	3	
DSG2 North	23	19208	17,680	3	
DSG2 North	32	19799	17,652	3	
DSG2 North	69	28882	20,983	3	
DSG2 North	91	18784/20906	30,432	3	
DSG2 North	3	16768	16,281	3	
DSG2 North	14	17033	9,990	3	
DSG2 North	30	19500	3,636	3	
DSG2 North	73	22371	17,844	4	
DSG2 North	51	20525	16,500	4	
DSG2 North	67	23046	16,000	4	
DSG2 North	17	24721	6,892	4	
DSG2 North	83	31591	16,445	4	
DSG2 North	64	22276	11,690	4	Grass
DSG2 North	65	22277	20,485	4	
DSG2 North	90	17334	37,680	4	

DSG 2 North

Jul-12	Nov-12	Mar-13
07/02/2012 Mow/Litter	11/05/2012 Mow/Litter	03/04/2013 Open
07/09/2012 [redacted]	11/12/2012 [redacted]	03/11/2013 Mow/Litter
07/16/2012 Mow/Litter	11/19/2012 Mow/Litter	03/18/2013 [redacted]
07/23/2012 Area 2	11/26/2012 Area 2	03/25/2013 Mow/Litter
07/30/2012 Mow/Litter		
Aug-12	**Dec-12**	**Apr-13**
08/06/2012 Area 3	12/03/2012 Mow/Litter	04/01/2013 [redacted]
08/13/2012 Mow/Litter	12/10/2012 Area 3	04/08/2013 Mow/Litter
08/20/2012 Area 4	12/17/2012 Mow/Litter	04/15/2013 Area 3
08/27/2012 Mow/Litter	12/24/2012 Area 4	04/22/2013 Mow/Litter
	12/31/2012 Mow/Litter	04/29/2013 Area 4
Sep-12	**Jan-13**	**May-13**
09/03/2012 [redacted]	01/07/2013 [redacted]	05/06/2013 Mow/Litter
09/10/2012 Mow/Litter	01/14/2013 Mow/Litter	05/13/2013 [redacted]
09/17/2012 Area 2	01/21/2013 Area 2	05/20/2013 Mow/Litter
09/24/2012 Mow/Litter	01/28/2013 Mow/Litter	05/27/2013 Area 2
Oct-12	**Feb-13**	**Jun-13**
10/01/2012 Area 3	02/04/2013 Area 3	06/03/2013 Mow/Litter
10/08/2012 Mow/Litter	02/11/2013 Mow/Litter	06/10/2013 Area 3
10/15/2012 Area 4	02/18/2013 Area 4	06/17/2013 Mow/Litter
10/22/2012 Mow/Litter	02/25/2013 Mow/Litter	06/24/2013 Area 4
10/29/2012 Open		

MV00203421

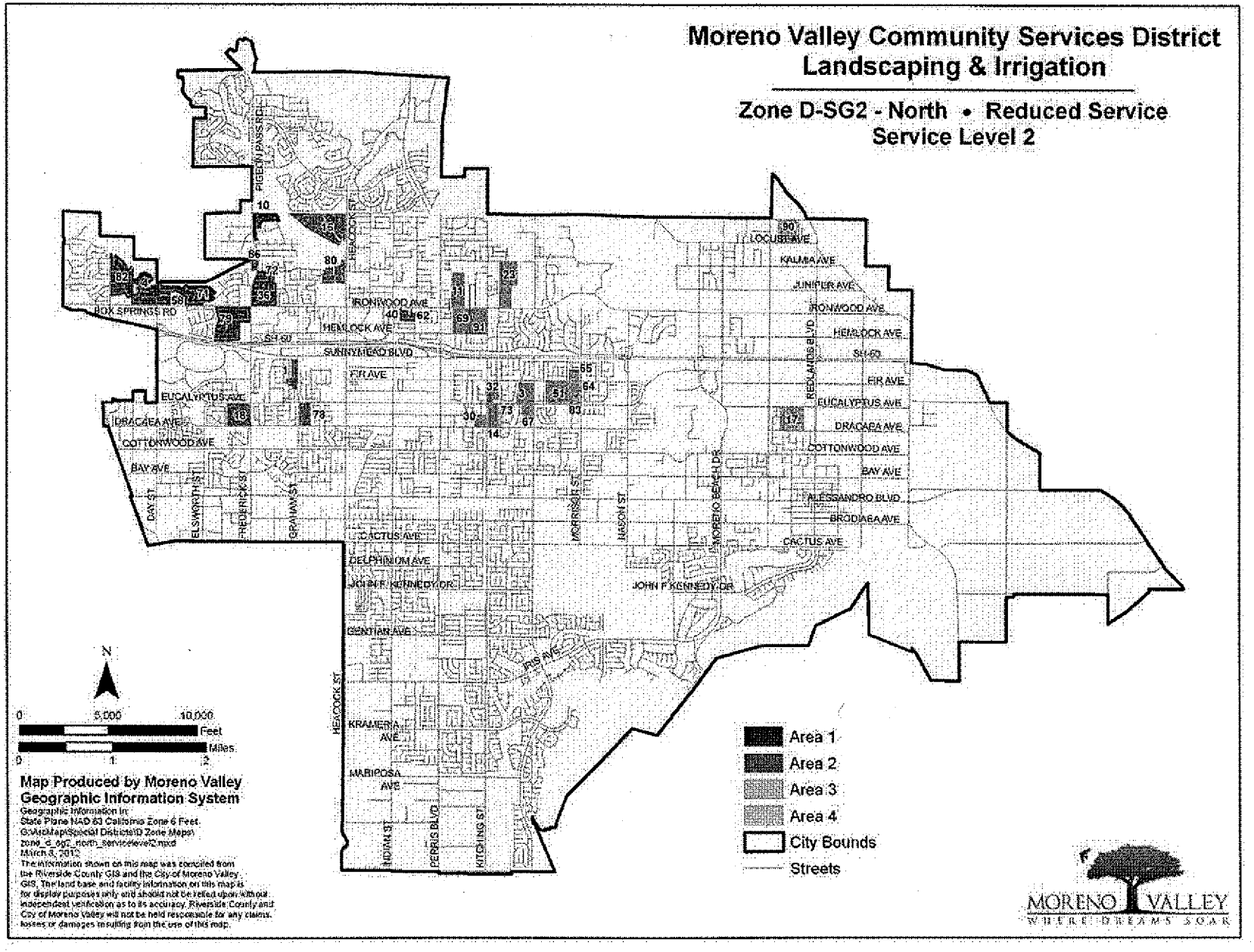
Moreno Valley Community Services District
Landscaping & Irrigation
Zone D-SG2 - North • Reduced Service
Service Level 2
PIGEON PASS RD
HEACOCK ST
BOX SPRINGS RD
IRONWOOD AVE
HEMLOCK AVE
SR-60
SUNNYMEAD BLVD
FIR AVE
EUCALYPTUS AVE
DRACAEA AVE
COTTONWOOD AVE
BAY AVE
DAY ST
ELSWORTH ST
FREDERICK ST
GRAHAM ST
CACTUS AVE
DELPHINIUM AVE
JOHN F KENNEDY DR
GENTIAN AVE
IRIS AVE
KRAMERIA AVE
MARIPOSA AVE
INDIAN ST
PERRIS BLVD
KITCHING ST
MORRISON ST
MASON ST
MORENO BEACH DR
REDLANDS BLVD
LOCUST AVE
KALMIA AVE
JUNIPER AVE
ALESSANDRO BLVD
BRODIAEA AVE
N
0 5,000 10,000 Feet
0 1 2 Miles
Map Produced by Moreno Valley Geographic Information System
Geographic Information in:
State Plane NAD 83 California Zone 6 Feet.
G:\AskMap\Special Districts\D Zone Maps\
zone_d_sg2_north_servicelevel2.mxd
March 8, 2012
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Area 1
Area 2
Area 3
Area 4
City Bounds
Streets
MORENO VALLEY
WHERE DREAMS SOAR

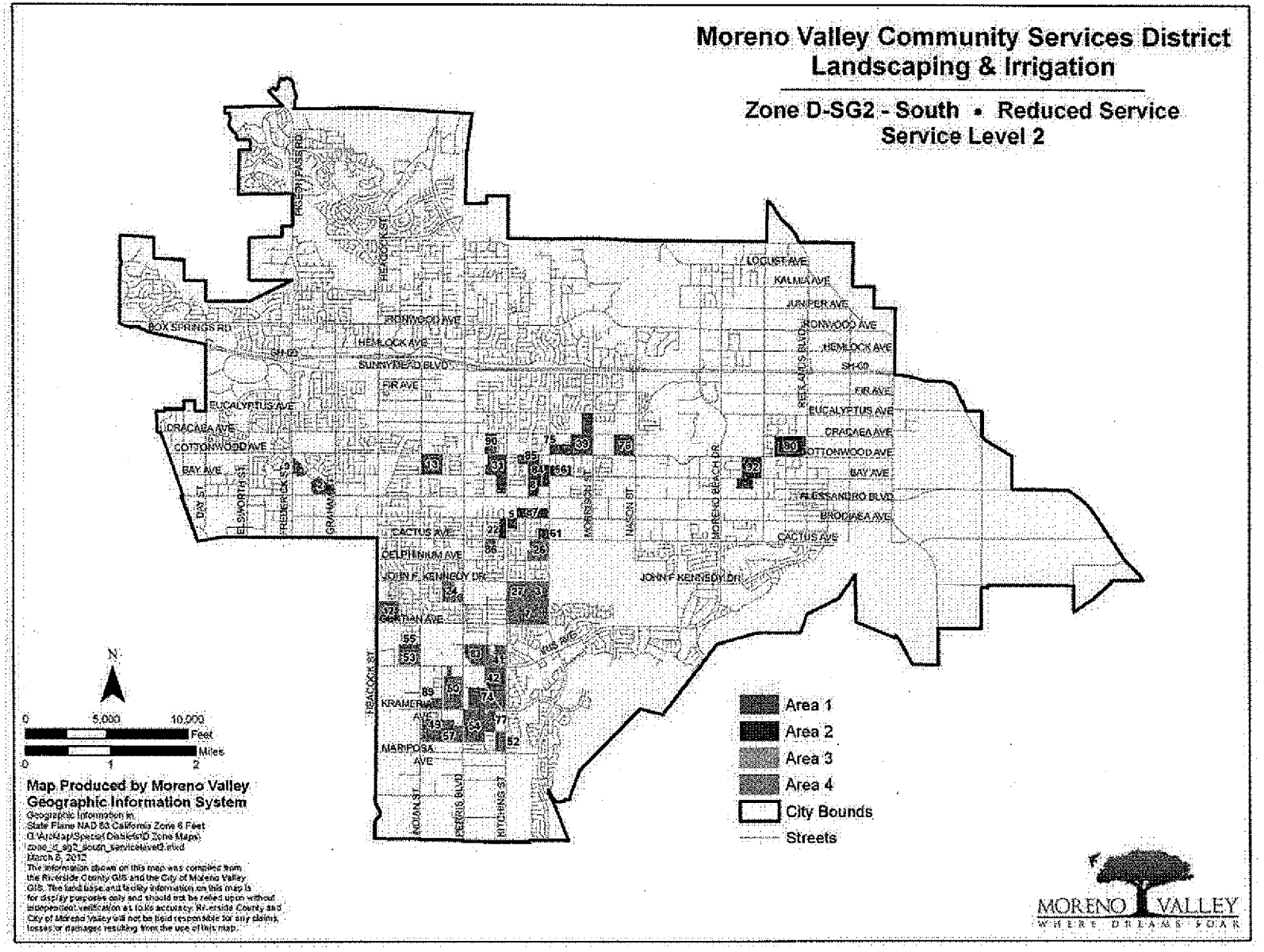
Moreno Valley Community Services District
Landscaping & Irrigation
Zone D-SG2 - South • Reduced Service
Service Level 2
Area 1
Area 2
Area 3
Area 4
City Bounds
Streets
N
0 5,000 10,000 Feet
0 1 2 Miles
Map Produced by Moreno Valley
Geographic Information System
Geographic Information in:
State Plane NAD 83 California Zone 6 Feet
G:\ArcMap\Special Districts\D Zone Maps\
zone_d_sg2_south_serviceLevel2.mxd
March 8, 2012
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BOX SPRINGS RD
FREEWAY PASS RD
HEMLOCK ST
IRONWOOD AVE
HEMLOCK AVE
SUNNYMEAD BLVD
FIR AVE
EUCALYPTUS AVE
DRACAEA AVE
COTTONWOOD AVE
BAY AVE
DAY ST
ELSWORTH ST
FREDERICK ST
GRAHAM ST
CACTUS AVE
DELPHINIUM AVE
JOHN F. KENNEDY DR
CANYON AVE
KRAMERIA AVE
MARIPOSA AVE
INDIAN ST
PERRIS BLVD
HITCHING ST
MORRISON ST
HIGGINS ST
MORENO BEACH DR
LOCUST AVE
KALMIA AVE
JUNIPER AVE
REDLANDS BLVD
ALESSANDRO BLVD
BRODIAEA AVE
MORENO VALLEY
WHERE DREAMS SOAR

C. ZONE D – 12 WEEK ROTATION Sample based on Service Schedule Level 3 Frequency

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 South	2	15387	9,049		
DSG2 South	9	19957	6,810		
DSG2 South	13	20032	14,076		
DSG2 South	31	19509	18,328		
DSG2 South	85	16770	5,830		
DSG2 South	90	32018	11,308		
DSG2 South	39	19852	28,800		
DSG2 South	75	27526	16,373		
DSG2 South	76	30027	45,833		
DSG2 South	8	19518/18372	12,834		Grass
DSG2 South	84	13585	6,600		
DSG2 South	56	20941	9,600		Grass
DSG2 South	80	31269-1	43,723		
DSG2 South	92	31284	28,321		
DSG2 South	5	17387	4,384		
DSG2 South	22	19143	4,864		
DSG2 South	61	21616	23,528		
DSG2 South	87	17867	13,778		
DSG2 South	3	12773	13,806		
DSG2 South	7	19685	62,530	4	
DSG2 South	24	19210	9,270	4	
DSG2 South	26	19363	13,320	4	
DSG2 South	27	19434	13,242	4	
DSG2 South	86	17457	3,444	4	
DSG2 South	41	19912	11,750	5	Grass
DSG2 South	12	20552	19,456	5	Grass
DSG2 South	50	20404	36,138	5	
DSG2 South	53	20718	23,004	5	
DSG2 South	55	20869	2,100	5	
DSG2 South	83	15433	24,161	5	
DSG2 South	89	22889	16,438	5	
DSG2 South	42	19937	20,890	6	
DSG2 South	49	20301	7,200	6	Grass
DSG2 South	52	20660	11,812	6	Grass
DSG2 South	54	20859	33,630	6	Grass
DSG2 South	57	21113	12,200	6	
DSG2 South	74	20715	51,250	6	Grass
DSG2 South	77	29038	6,243	6	

updated 11/9/11

DSG 2 South

Jul-12	Nov-12	Mar-13
07/04/2012 Mow/Litter	11/07/2012 Mow	03/06/2013 Area 5
07/11/2012 Open	11/14/2012 Area 7	03/13/2013 Mow/Litter
07/18/2012 Mow	11/21/2012 Mow/Litter	03/20/2013 Area 6
07/25/2012 [redacted]	11/28/2012 Area 1	03/27/2013 Mow
Aug-12	**Dec-12**	**Apr-12**
08/01/2012 Mow/Litter	12/05/2012 Mow	04/03/2013 Open
08/08/2012 Area 2	12/12/2012 Area 6	04/10/2013 Mow/Litter
08/15/2012 Mow	12/19/2012 Mow/Litter	04/17/2013 [redacted]
08/22/2012 Area 4	12/26/2012 Open	04/24/2013 Mow
08/29/2012 Mow/Litter		
Sep-12	**Jan-13**	**May-13**
09/05/2012 Area 5	01/02/2013 Mow	05/01/2013 [redacted]
09/12/2012 Mow	01/09/2013 [redacted]	05/08/2013 Mow/Litter
09/19/2012 Area 6	01/16/2013 Mow/Litter	05/15/2013 [redacted]
09/26/2012 Mow/Litter	01/23/2013 [redacted]	05/22/2013 Mow
	01/30/2013 Mow	05/29/2013 Area 1
Oct-12	**Feb-13**	**Jun-13**
10/03/2012 [redacted]	02/06/2013 Area 3	06/05/2013 Mow/Litter
10/10/2012 Mow	02/13/2013 Mow/Litter	06/12/2013 Area 5
10/17/2012 [redacted]	02/20/2013 Area 4	06/19/2013 Mow
10/24/2012 Mow/Litter	02/27/2013 Mow	06/26/2013 Area 6
10/31/2012 Area 2		

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 North	4	17176	21,097		
DSG2 North	58	21332	19,440		Grass
DSG2 North	71	21333	54,500		
DSG2 North	82	20272	51,216		Grass
DSG2 North	79	19080	20,291		
DSG2 North	10	20030	11,200	2	
DSG2 North	38	19551	36,364	2	
DSG2 North	72	22093	8,873	2	
DSG2 North	16	18512/21322	59,940	2	Grass
DSG2 North	86	31257	26,686	2	
DSG2 North	80	19032	9,132	2	
DSG2 North	1	11848	9,066	3	
DSG2 North	78	10191/18458	10,871	3	
DSG2 North	18	18930	38,849	3	Grass
DSG2 North	40	19882	8,805	3	Grass
DSG2 North	62	21737	3,920	3	Grass
DSG2 North	11	20072	23,550	3	
DSG2 North	23	19208	17,880	4	
DSG2 North	32	19799	17,652	4	
DSG2 North	69	28882	20,983	4	
DSG2 North	91	16784/20906	30,432	4	
DSG2 North	3	16768	16,281	5	
DSG2 North	14	17033	9,990	5	
DSG2 North	30	19500	3,636	5	
DSG2 North	73	22371	17,844	5	
DSG2 North	51	20525	16,500	5	
DSG2 North	67	23046	16,000	5	
DSG2 North	17	24721	6,882	6	
DSG2 North	83	31591	16,445	6	
DSG2 North	64	22276	11,690	6	Grass
DSG2 North	65	22277	20,485	6	
DSG2 North	90	17334	37,680	6	

updated 11/9/11

DSG 2 North

Jul-12	Nov-12	Mar-13
	11/05/2012 Mow	03/04/2013 Area 5
07/02/2012 Mow/Litter	11/12/2012 Area 4	03/11/2013 Mow/Litter
07/09/2012 [redacted]	11/19/2012 Mow/Litter	03/18/2013 Area 6
07/16/2012 Mow	11/26/2012 Area 5	03/25/2013 Mow
07/23/2012 Area 2		
07/30/2012 Mow/Litter		
Aug-12	**Dec-12**	**Apr-13**
08/06/2012 Area 3	12/03/2012 Mow	04/01/2013 Open
08/13/2012 Mow	12/10/2012 Area 6	04/08/2013 Mow/Litter
08/20/2012 Area 4	12/17/2012 Mow/Litter	04/15/2013 [redacted]
08/27/2012 Mow/Litter	12/24/2012 Open	04/22/2013 Mow
	12/31/2012 Mow	04/29/2013 [redacted]
Sep-12	**Jan-13**	**May-13**
09/03/2012 Area 5	01/07/2013 [redacted]	05/06/2013 Mow/Litter
09/10/2012 Mow	01/14/2013 Mow/Litter	05/13/2013 Area 3
09/17/2012 Area 6	01/21/2013 [redacted]	05/20/2013 Mow
09/24/2012 Mow/Litter	01/28/2013 Mow	05/27/2013 Area 4
Oct-12	**Feb-13**	**Jun-13**
10/01/2012 [redacted]	02/04/2013 Area 3	06/03/2013 Mow/Litter
10/08/2012 Mow	02/11/2013 Mow/Litter	06/10/2013 Area 5
10/15/2012 Area 2	02/18/2013 Area 4	06/17/2013 Mow
10/22/2012 Mow/Litter	02/25/2013 Mow	06/24/2013 Area 6
10/29/2012 Area 3		

MV00203424

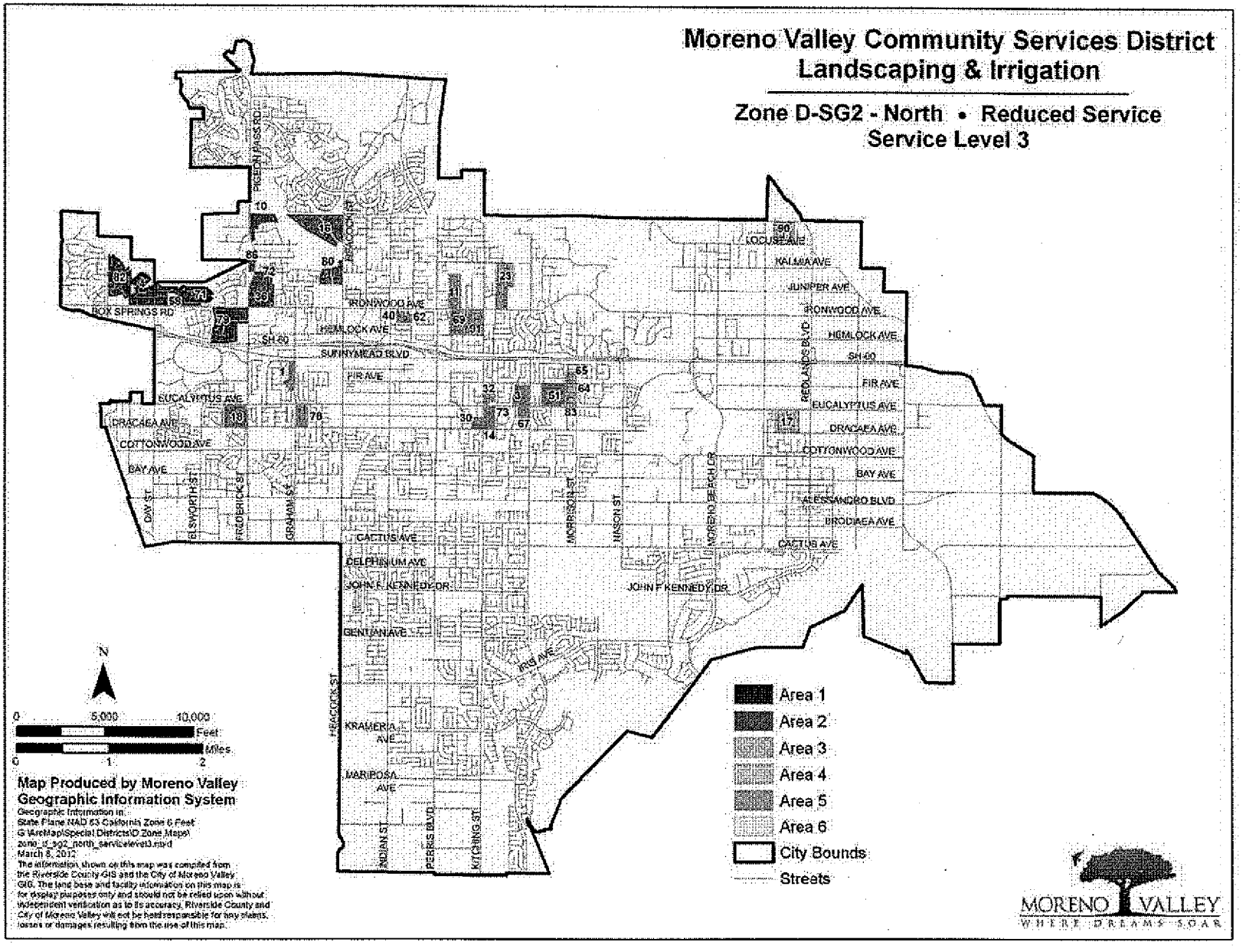
Moreno Valley Community Services District
Landscaping & Irrigation
Zone D-SG2 - North • Reduced Service
Service Level 3
Area 1
Area 2
Area 3
Area 4
Area 5
Area 6
City Bounds
Streets
N
0 5,000 10,000 Feet
0 1 2 Miles
Map Produced by Moreno Valley Geographic Information System
Geographic Information in:
State Plane NAD 83 California Zone 6 Feet
G:\ArcMap\Special Districts\D Zone Maps\
zone_d_sg2_north_servicelevel3.mxd
March 8, 2012
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BOX SPRINGS RD
PIGEON PASS RD
IRONWOOD AVE
HEMLOCK AVE
SH 60
SUNNYMEAD BLVD
FIR AVE
EUCALYPTUS AVE
DRACAEA AVE
COTTONWOOD AVE
BAY AVE
DAY ST
ELSWORTH ST
FREDERICK ST
GRAHAM ST
CACTUS AVE
DELPHINIUM AVE
JOHN F KENNEDY DR
GENTIAN AVE
HEACOCK ST
KRAMERIA AVE
MARIPOSA AVE
INDIAN ST
PERRIS BLVD
KITCHING ST
MORENO BEACH DR
NASON ST
REDLANDS BLVD
LOCUST AVE
KALMIA AVE
JUNIPER AVE
ALESSANDRO BLVD
BRODIAEA AVE
MORENO VALLEY
WHERE DREAMS SOAR

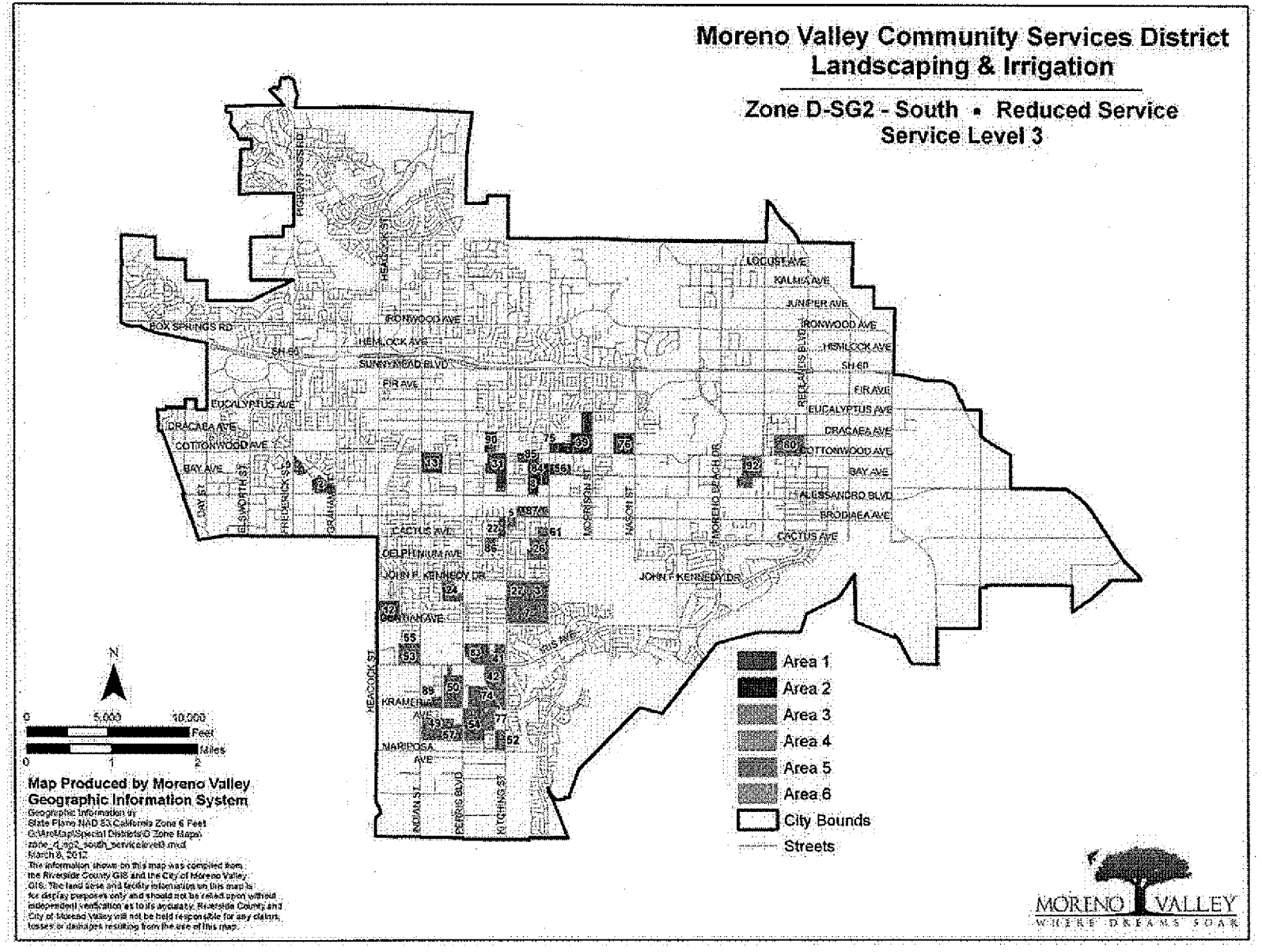
Moreno Valley Community Services District
Landscaping & Irrigation
Zone D-SG2 - South • Reduced Service
Service Level 3
Area 1
Area 2
Area 3
Area 4
Area 5
Area 6
City Bounds
Streets
0 5,000 10,000 Feet
0 1 2 Miles
Map Produced by Moreno Valley
Geographic Information System
Geographic Information in
State Plane NAD 83 California Zone 6 Feet
G:\ArcMap\Special Districts\D Zone Maps\
zone_d_sg2_south_servicelevel3.mxd
March 8, 2012
The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map.
MORENO VALLEY
WHERE DREAMS SOAR

VII: ZONE D – SERVICE SCHEDULE WORKSHEET

A. ZONE D – 12 WEEK ROTATION

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 South	2	15367	9,049		
DSG2 South	9	19957	6,810		
DSG2 South	13	20032	14,076		
DSG2 South	31	19509	18,328		
DSG2 South	88	16770	5,830		
DSG2 South	90	32018	11,306		
DSG2 South	39	19852	28,800		
DSG2 South	75	27528	16,373		
DSG2 South	78	30027	45,833		
DSG2 South	8	19518/19372	12,834		Grass
DSG2 South	84	13585	6,600		
DSG2 South	56	20941	9,600		Grass
DSG2 South	80	31269-1	43,723		
DSG2 South	92	31284	28,321		
DSG2 South	5	17367	4,384		
DSG2 South	22	19143	4,864		
DSG2 South	61	21616	23,528		
DSG2 South	87	17867	13,778		
DSG2 South	3	12773	13,606		
DSG2 South	7	19885	62,530		
DSG2 South	24	19210	9,270		
DSG2 South	26	19363	13,320		
DSG2 South	27	19434	13,242		
DSG2 South	80	17457	3,444		
DSG2 South	41	19912	11,750		Grass
DSG2 South	12	20552	19,456		Grass
DSG2 South	50	20404	36,138		
DSG2 South	53	20718	23,004		
DSG2 South	55	20869	2,100		
DSG2 South	83	19433	24,161		
DSG2 South	89	22885	16,438		
DSG2 South	42	19937	20,890		
DSG2 South	49	20301	7,200		Grass
DSG2 South	52	20860	11,912		Grass
DSG2 South	54	20859	33,630		Grass
DSG2 South	67	21113	12,200		
DSG2 South	74	20715	51,250		Grass
DSG2 South	77	29038	6,243		

updated 11/9/11

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 North	4	17176	21,097		
DSG2 North	58	21332	19,440		Grass
DSG2 North	71	21333	54,500		
DSG2 North	82	20272	51,216		Grass
DSG2 North	79	19089	20,291		
DSG2 North	10	20030	11,200		
DSG2 North	36	19551	36,364		
DSG2 North	72	22093	8,873		
DSG2 North	19	18512/21322	59,940		Grass
DSG2 North	86	31257	26,688		
DSG2 North	60	19032	6,132		
DSG2 North	1	11648	9,096		
DSG2 North	78	10191/18468	10,671		
DSG2 North	18	18930	38,849		Grass
DSG2 North	40	19682	8,805		Grass
DSG2 North	62	21737	3,920		Grass
DSG2 North	11	20072	23,550		
DSG2 North	23	18208	17,680		
DSG2 North	32	19799	17,652		
DSG2 North	69	28882	20,983		
DSG2 North	91	18784/20906	30,432		
DSG2 North	3	16766	16,281		
DSG2 North	14	17033	9,990		
DSG2 North	30	19500	3,696		
DSG2 North	73	22371	17,844		
DSG2 North	51	20625	16,500		
DSG2 North	67	23046	16,000		
DSG2 North	17	24721	6,882		
DSG2 North	63	31591	10,445		
DSG2 North	64	22276	11,880		Grass
DSG2 North	65	22277	20,485		
DSG2 North	90	17334	37,880		

DSG 2 South

Jul-12	Nov-12	Mar-13
07/04/2012	11/07/2012	03/06/2013
07/11/2012	11/14/2012	03/13/2013
07/18/2012	11/21/2012	03/20/2013
07/25/2012	11/28/2012	03/27/2013
Aug-12	**Dec-12**	**Apr-13**
08/01/2012	12/05/2012	04/03/2013
08/08/2012	12/12/2012	04/10/2013
08/15/2012	12/19/2012	04/17/2013
08/22/2012	12/26/2012	04/24/2013
08/29/2012		
Sep-12	**Jan-13**	**May-13**
09/05/2012	01/02/2013	05/01/2013
09/12/2012	01/09/2013	05/08/2013
09/19/2012	01/16/2013	05/15/2013
09/26/2012	01/23/2013	05/22/2013
	01/30/2013	05/29/2013
Oct-12	**Feb-13**	**Jun-13**
10/03/2012	02/06/2013	06/05/2013
10/10/2012	02/13/2013	06/12/2013
10/17/2012	02/20/2013	06/19/2013
10/24/2012	02/27/2013	06/26/2013
10/31/2012		

DSG 2 North

Jul-12	Nov-12	Mar-13
07/02/2012	11/05/2012	03/04/2013
07/09/2012	11/12/2012	03/11/2013
07/16/2012	11/19/2012	03/18/2013
07/23/2012	11/26/2012	03/25/2013
07/30/2012		
Aug-12	**Dec-12**	**Apr-13**
08/06/2012	12/03/2012	04/01/2013
08/13/2012	12/10/2012	04/08/2013
08/20/2012	12/17/2012	04/15/2013
08/27/2012	12/24/2012	04/22/2013
	12/31/2012	04/29/2013
Sep-12	**Jan-13**	**May-13**
09/03/2012	01/07/2013	05/06/2013
09/10/2012	01/14/2013	05/13/2013
09/17/2012	01/21/2013	05/20/2013
09/24/2012	01/28/2013	05/27/2013
Oct-12	**Feb-13**	**Jun-13**
10/01/2012	02/04/2013	06/03/2013
10/08/2012	02/11/2013	06/10/2013
10/15/2012	02/18/2013	06/17/2013
10/22/2012	02/25/2013	06/24/2013
10/29/2012		

MV00203427

VIII. PROPOSED ANNUAL MATERIAL SCHEDULE

A. Fertilizers:

List the fertilizers to be furnished to ex ecute work tasks specif ied in Exhibit A. Specify the type (analysis/brand name), es timated amount of each type to be supplied annually, and estima ted annual cost for each type (include applic able sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Scotts 22-0-6	500 lbs	$41.00
Best 22-5-5	100 lbs	$48.00
Best 23-5-10	8,000 lbs	$5,440.00

B. Pesticides:

List pesticides to be furnished to execut e work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent her bicide, rodent/snail bait, insecticide, etc.), the brand name, es timated amount of each ty pe/brand to be supplied annually, and the estimated annual cost for each type/brand (include applic able sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Glyphosate	8 gallons	$466.48
Fumatoxin	6 flasks	$349.86
Metaldehyde 7.5%	100 lbs	$276.97

IX. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

A. Communications:

The General Provisions require that the select ed Contractor possess, and maintain an effective company-wide co mmunications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal commu nications system, both in the office and in the field, and how it will enable your c ompany to provide the communication capability as required in Scope of Services specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

All communications will be routed through our main office and dispatch center in Irwindale. A 24-hour "800" number will be provided to the City of Moreno Valley and will use all of the current communication methods such as two-way radios, and cellular phones.
The Supervisor responsible for the crew and foreman performing the work is in daily communication with the foreman personally or by cellular phone, or radio communications to insure that the schedule of work operations is followed in strict accordance to the guidelines of the contact. Furthermore, the Supervisor routinely inspects the job site by walking it with his foreman or crew, identifying areas of concern and keeping the Branch Manager in charge of landscape maintenance operations informed as to the condition of the sites in question. All work not in compliance in the opinion of the Supervisor will be addressed immediately through specific instructions to the foreman and crew to perform the corrective work.
Our office is open for communications from 5:30am to 4:30pm, Monday-Friday and we are available 24 hours a day through the answering service to address emergency call outs. We have a full support staff of mechanics that can respond to emergencies immediately and a depth of replacement equipment that will allow us to stay consistent with our schedules.

B. Traffic Safety:

The General Provisions require that the selected C ontractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most curre nt) California Supplement, Part 6, Temporary Traffic Control". Please de scribe your company's general traffic control practices and training, and how yo ur company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheet s as necessary to provide a full and comprehensive response.

We pride ourselves in safety. Our company's goal is to have no work-related injuries. Mariposa strongly believes that a clean, safe and healthy environment should be provided for all employees. Every reasonable precaution is taken to provide all employees with a safe place to work including on job locations.

Mariposa periodically conduct training for various safety topics and issues, from defensive driving to driving in wet/icy weather.

Our company follow the WATCH manual when it comes to conducting traffic control on projects in traffic areas. Mariposa also conducts periodic training on the WATCH manual.

Mariposa owns and utilize arrowboards, delinators, cones, signs and any other necessary traffic control equipment (as necessary).

C. Greenwaste Recycling:

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the soli d waste, including greenwa ste, generated within its jurisdiction. Please describe your com pany's program to in sure that the Cit y receives credit for the greenwast e that will be generat ed from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number (s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwas te products (mulch, compost, soil amendments, etc.) on the project, pleas e give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

Mariposa Landscapes, Inc. uses effort to initiate "green" environment and energy conservation. Our company has a recycling program for green waste and paper products. We implement this program at our local offices and at all the job sites.

Mariposa will provide City of Moreno Valley any documentation necessarry to meet the mandate such as receipts and any other documentation.

For this project site, one potential location to take the greenwaste is:

Robert A. Nelson Transfer Station
1830 Agua Mansa Road
Riverside, CA 92509
(951) 786-0655

X. LIST OF SUBCONTRACTORS

A. SUBCONTRACTORS:

In compliance with t he provisions of Government Code, Sec tion 4102, the undersigned Proposer sets forth the name and location (address) of the place of business of each subcontractor w ho will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work whic h will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
NONE		

XI. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, natio nal origin, ancestry, physical handicaps, mental condition, marital status or sex of such pers ons, except as provided in Section 129 40, of the California Labor Code and every Contractor of Public Wor ks violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE _____

PRINTED NAME Terry Noriega

TITLE President

COMPANY NAME Mariposa Landscapes, Inc.

DATE 3/28/12

XII. PROPOSAL AFFIRMATION

With regard to the information provided her einabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statem ent willfully or fraudulently made in connection with this proposal m ay result in the termination of any Contract between the Moreno Valley Communi ty Services District and Mariposa Landscapes, Inc. , and further , the af oresaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind Mariposa Landscapes, Inc. to the terms of this affirmation (See "INSTR UCTION TO PROPOSER", Se ction D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT (PRINTED), SIGNED AND DATED

SIGNATURE _____

NAME Terry Noriega

TITLE President

COMPANY NAME Mariposa Landscapes, Inc.

DATE 3/28/12

I. SCHEDULE II

BID SCHEDULE

PROPOSER: Mariposa Landscapes, Inc.
(Company Name)

A. SERVICE SCHEDULES – Zone D Tracts Level 3 – Current Service

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 17176	Planter: 21,097 sq. ft.	$ 187.00	$ 2,244.00
Tract 21332	Planter: 19,440 sq. ft	$ 172.00	$ 2,064.00
Tract 21333	Planter: 54,500 sq. ft	$ 481.00	$ 5,772.00
Tract 20272	Planter: 51,216 sq. ft	$ 452.00	$ 5,424.00
Tract 10980/13576/19081	Planter: 20,291 sq. ft	$ 179.00	$ 2,148.00
Tract 20030	Planter: 11,200 sq. ft.	$ 99.00	$ 1,188.00
Tract 19551	Planter: 36,364 sq. ft	$ 321.00	$ 3,852.00
Tract 22093	Planter: 8,873 sq. ft	$ 78.00	$ 936.00
Tract 18512/21322	Planter: 59,940 sq. ft.	$ 529.00	$ 6,348.00
Tract 31257	Planter: 26,686 sq. ft	$ 501.00	$ 6,012.00
Tract 19032	Planter: 9,132 sq. ft	$ 81.00	$ 972.00
Tract 11848	Planter: 9,066 sq. ft.	$ 80.00	$ 960.00
Tract 10191/18468	Planter: 10,871 sq. ft	$ 96.00	$ 1,152.00
Tract 18930	Planter: 38,849 sq. ft.	$ 343.00	$ 4,116.00
Tract 19862	Planter: 8,805 sq. ft	$ 78.00	$ 936.00
Tract 21737	Planter: 1,280 sq. ft	$ 15.00	$ 180.00
	Turf: 2,640 sq. ft	$ 119.00	$ 1,428.00
Tract 20072	Planter: 23,550 sq. ft.	$ 208.00	$ 2,496.00
Tract 19208	Planter: 17,680 sq. ft	$ 156.00	$ 1,872.00
Tract 19799	Planter: 17,652 sq. ft	$ 155.00	$ 1,860.00

RFP NO. DSG-2/12-13

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 28882	Planter: 20,983 sq. ft	$ 185.00	$ 2,220.00
Tract 18784/20906	Planter: 30,432 sq. ft	$ 269.00	$ 3,228.00
Tract 16768	Planter: 16,281 sq. ft.	$ 144.00	$ 1,728.00
Tract 17033	Planter: 9,990 sq. ft.	$ 88.00	$ 1,056.00
Tract 19500	Planter: 3,636 sq. ft	$ 32.00	$ 384.00
Tract 22371	Planter: 17,844 sq. ft	$ 158.00	$ 1,896.00
Tract 20525	Planter: 16,500 sq. ft	$ 146.00	$ 1,752.00
Tract 23046	Planter: 16,000 sq. ft	$ 141.00	$ 1,692.00
Tract 24721	Planter: 6,882 sq. ft.	$ 61.00	$ 732.00
Tract 31591	Planter: 16,445 sq. ft	$ 145.00	$ 1,740.00
Tract 22276	Planter: 11,690 sq. ft	$ 103.00	$ 1,236.00
Tract 22277	Planter: 20,485 sq. ft	$ 181.00	$ 2,172.00
Tract 17334	Planter: 37,680 sq. ft	$ 333.00	$ 3,996.00
Tract 15387	Planter: 9,049 sq. ft.	$ 80.00	$ 960.00
Tract 19957	Planter: 6,810 sq. ft.	$60.00	$720.00
Tract 20032	Planter: 14,076 sq. ft.	$ 124.00	$ 1,488.00
Tract 19509	Planter: 18,328 sq. ft.	$162.00	$1,944.00
Tract 16770	Planter: 5,830 sq. ft.	$ 51.00	$ 612.00
Tract 32018	Planter: 7,865 sq. ft.	$69.00	$828.00
Tract 19852	Planter: 28,800 sq. ft.	$ 253.00	$ 3,036.00
Tract 27526	Planter: 16,373 sq. ft.	$145.00	$1,740.00
Tract 30027	Planter: 45,833 sq. ft.	$ 405.00	$ 4,860.00
Tract 19518/18372	Planter: 12,634 sq. ft.	$112.00	$1,344.00

RFP NO. DSG-2/12-13

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 13585	Planter: 2,000 sq. ft.	$ 21.00	$ 252.00
	Turf: 4,600 sq. ft.	188.00	2,256.00
Tract 20941	Planter: 7,455 sq. ft.	$ 66.00	$ 792.00
	Turf: 2,145 sq. ft.	$ 94.00	$ 1,128.00
Tract 31269-1	Planter: 43,723 sq. ft.	$386.00	$4,632.00
Tract 31284	Planter: 28,321 sq. ft.	$ 250.00	$ 3,000.00
Tract 17387	Planter: 4,384 sq. ft.	$39.00	$468.00
Tract 19143	Planter: 4,864 sq. ft.	$43.00	$516.00
Tract 21616	Planter: 19,858 sq. ft.	$ 176.00	$ 2,112.00
	Turf: 3,670 sq. ft.	159.00	1,908.00
Tract 17867	Planter: 13,778 sq. ft.	$ 122.00	$ 1,464.00
Tract 12773	Planter: 13,806 sq. ft.	$ 123.00	$ 1,476.00
Tract 19685	Planter: 62,530 sq. ft.	$ 552.00	$ 6,624.00
Tract 19210	Planter: 9,270 sq. ft.	$ 82.00	$ 984.00
Tract 19363	Planter: 13,320 sq. ft.	$ 118.00	$ 1,416.00
Tract 19434	Planter: 13,242 sq. ft.	$116.00	$1,392.00
Tract 17457	Planter: 3,444 sq. ft.	$ 33.00	$ 396.00
Tract 19912	Planter: 11,750 sq. ft.	$104.00	$1,248.00
Tract 20552	Planter: 19,458 sq. ft.	$ 172.00	$ 2,064.00
Tract 20404	Planter: 36,138 sq. ft.	$ 319.00	$ 3,828.00
Tract 20718	Planter: 23,004 sq. ft.	$204.00	$2,448.00
Tract 20869	Planter: 2,100 sq. ft.	$ 25.00	$ 300.00
Tract 15433	Planter: 24,161 sq. ft.	$ 214.00	$ 2,568.00
Tract 22889	Planter: 16,438 sq. ft.	$ 146.00	$ 1,752.00

RFP NO. DSG-2/12-13

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 19937	Planter: 20,890 sq. ft.	$ 185.00	$ 2,220.00
Tract 20301	Planter: 3,800 sq. ft.	$ 38.00	$ 456.00
	Turf: 3,400 sq. ft.	146.00	1,752.00
Tract 20660	Planter: 11,912 sq. ft.	$ 106.00	$ 1,272.00
Tract 20859	Planter: 33,630 sq. ft.	$ 297.00	$ 3,564.00
Tract 21113	Planter: 10,500 sq. ft.	$ 93.00	$ 1,116.00
	Turf: 1,700 sq. ft.	80.00	960.00
Tract 20715	Planter: 51,250 sq. ft.	$ 453.00	$ 5,436.00
Tract 29038	Planter: 6,243 sq. ft.	$ 55.00	$ 660.00
Zone D Tracts Service Schedule Level 3 Total		$ 12,982.00	$ 155,784.00
Cost per sq. ft., per occurrence Level 3 Zone D- Tracts			$ 0.0093

The Total Amount of the Service Proposal shall be the cumulative total of Section A's cost per twelve month column, as listed above, which is based on the current service levels for the areas as identified herein Section A of Schedule II:

Figures: 155,784 and 00 /100's Dollars

Words: One hundred fifty-five thousand seven hundred eighty four and 00 /100's Dollars

All work shall be per formed in accordance with the terms and conditions of this Independe nt Contractor Agreement, which incl udes all General and Technic al Specification Provisions as outlined herein for the Full or Reduced Services. Any modification to the number of occurrences for any service shall be made per written directi on by the District. Service occurrences may be modified with 30 days advance written notice by the District.

The Contractor shall furnish all labor, equipment, and materials nec essary to provide maintenance of median-monument-parkway, irrigation, and lands caping as set forth in Exhibit A of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the I ndependent Contractor Agre ement and its attached exhibits.

Addendum No(s). 1 has/have been received and is/are made a part of this proposal.

President 3/28/12

(AUTHORIZED SIGNATURE AND TITLE) (DATE)

B. OPTIONAL SERVICE LEVELS*

*Optional Service Levels are levels of landscaping service not currently being provided. Details for each Service Schedule Level are listed in Exhibit E, Schedule I, Section V: FREQUENCY OF SERVICE TABLE, page 60. At the discretion of the Community Services District, an optional level of service other than the current service level may be req uested. **PLEASE INCLUDE COSTS TO PROVIDE MAINTENANCE OF PARKWAY & MEDIAN LANDSCAPING & IRRIGATION SERVICES FOR OPTIONAL SERVICE LEVELS IN ADDITION TO THE CURRENT SERVICE LEVEL AS DESCRIBED IN SCHEDULE II, SECTION A, PAGES 77 - 80.**

- **Service Schedule Level 1 – Zone D Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 17176	Planter: 21,097 sq. ft.	$ 226.00	$ 2,712.00
Tract 21332	Planter: 19,440 sq. ft	$ 209.00	$ 2,508.00
Tract 21333	Planter: 54,500 sq. ft	$ 585.00	$ 7,020.00
Tract 20272	Planter: 51,216 sq. ft	$ 549.00	$ 6,588.00
Tract 10980/13576/19081	Planter: 20,291 sq. ft	$ 218.00	$ 2,616.00
Tract 20030	Planter: 11,200 sq. ft.	$ 120.00	$ 1,440.00
Tract 19551	Planter: 36,364 sq. ft	$ 390.00	$ 4,680.00
Tract 22093	Planter: 8,873 sq. ft	$ 96.00	$ 1,152.00
Tract 18512/21322	Planter: 59,940 sq. ft.	$ 643.00	$ 7,716.00
Tract 31257	Planter: 26,686 sq. ft	$ 608.00	$ 7,296.00
Tract 19032	Planter: 9,132 sq. ft	$ 98.00	$ 1,176.00
Tract 11848	Planter: 9,066 sq. ft.	$ 97.00	$ 1,164.00
Tract 10191/18468	Planter: 10,871 sq. ft	$ 117.00	$ 1,404.00
Tract 18930	Planter: 38,849 sq. ft.	$ 417.00	$ 5,004.00
Tract 19862	Planter: 8,805 sq. ft	$ 95.00	$ 1,140.00
Tract 21737	Planter: 1,280 sq. ft	$ 14.00	$ 168.00
	Turf: 2,640 sq. ft	$ 137.00	$ 1,644.00
Tract 20072	Planter: 23,550 sq. ft.	$ 253.00	$ 3,036.00
Tract 19208	Planter: 17,680 sq. ft	$ 190.00	$ 2,280.00

RFP NO. DSG-2/12-13

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 19799	Planter: 17,652 sq. ft	$ 189.00	$ 2,268.00
Tract 28882	Planter: 20,983 sq. ft	$ 255.00	$ 3,060.00
Tract 18784/20906	Planter: 30,432 sq. ft	$ 326.00	$ 3,912.00
Tract 16768	Planter: 16,281 sq. ft.	$ 175.00	$ 2,100.00
Tract 17033	Planter: 9,990 sq. ft.	$ 107.00	$ 1,284.00
Tract 19500	Planter: 3,636 sq. ft	$ 39.00	$ 468.00
Tract 22371	Planter: 17,844 sq. ft	$ 191.00	$ 2,292.00
Tract 20525	Planter: 16,500 sq. ft	$ 177.00	$ 2,124.00
Tract 23046	Planter: 16,000 sq. ft	$ 172.00	$ 2,064.00
Tract 24721	Planter: 6,882 sq. ft.	$ 74.00	$ 888.00
Tract 31591	Planter: 16,445 sq. ft	$ 176.00	$ 2,112.00
Tract 22276	Planter: 11,690 sq. ft	$ 126.00	$ 1,512.00
Tract 22277	Planter: 20,485 sq. ft	$ 220.00	$ 2,640.00
Tract 17334	Planter: 37,680 sq. ft	$ 404.00	$ 4,848.00
Tract 15387	Planter: 9,049 sq. ft.	$ 98.00	$ 1,176.00
Tract 19957	Planter: 6,810 sq. ft.	$74.00	$888.00
Tract 20032	Planter: 14,076 sq. ft.	$ 151.00	$ 1,812.00
Tract 19509	Planter: 18,328 sq. ft.	$197.00	$2,364.00
Tract 16770	Planter: 5,830 sq. ft.	$ 63.00	$ 756.00
Tract 32018	Planter: 7,865 sq. ft.	$85.00	$1,020.00
Tract 19852	Planter: 28,800 sq. ft.	$ 309.00	$ 3,708.00
Tract 27526	Planter: 16,373 sq. ft.	$176.00	$2,112.00
Tract 30027	Planter: 45,833 sq. ft.	$ 492.00	$ 5,904.00

RFP NO. DSG-2/12-13

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 19518/18372	Planter: 12,634 sq. ft.	$ 136.00	$ 1,632.00
Tract 13585	Planter: 2,000 sq. ft.	$ 22.00	$ 264.00
	Turf: 4,600 sq. ft.	224.00	2,688.00
Tract 20941	Planter: 7,455 sq. ft.	$ 90.00	$ 1,080.00
	Turf: 2,145 sq. ft.	$ 114.00	$ 1,368.00
Tract 31269-1	Planter: 43,723 sq. ft.	$ 469.00	$ 5,628.00
Tract 31284	Planter: 28,321 sq. ft.	$ 304.00	$ 3,648.00
Tract 17387	Planter: 4,384 sq. ft.	$ 48.00	$ 576.00
Tract 19143	Planter: 4,864 sq. ft.	$ 53.00	$ 636.00
Tract 21616	Planter: 19,858 sq. ft.	$ 216.00	$ 2,592.00
	Turf: 3,670 sq. ft.	183.00	2,196.00
Tract 17867	Planter: 13,778 sq. ft.	$ 148.00	$ 1,776.00
Tract 12773	Planter: 13,806 sq. ft.	$ 149.00	$ 1,788.00
Tract 19685	Planter: 62,530 sq. ft.	$ 671.00	$ 8,052.00
Tract 19210	Planter: 9,270 sq. ft.	$ 100.00	$ 1,200.00
Tract 19363	Planter: 13,320 sq. ft.	$ 144.00	$ 1,728.00
Tract 19434	Planter: 13,242 sq. ft.	$ 143.00	$ 1,716.00
Tract 17457	Planter: 3,444 sq. ft.	$ 37.00	$ 444.00
Tract 19912	Planter: 11,750 sq. ft.	$ 127.00	$ 1,524.00
Tract 20552	Planter: 19,458 sq. ft.	$ 209.00	$ 2,508.00
Tract 20404	Planter: 36,138 sq. ft.	$ 388.00	$ 4,656.00
Tract 20718	Planter: 23,004 sq. ft.	$ 247.00	$ 2,964.00
Tract 20869	Planter: 2,100 sq. ft.	$ 23.00	$ 276.00
Tract 15433	Planter: 24,161 sq. ft.	$ 260.00	$ 3,120.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 22889	Planter: 16,438 sq. ft.	$ 177.00	$ 2,124.00
Tract 19937	Planter: 20,890 sq. ft.	$ 225.00	$ 2,700.00
Tract 20301	Planter: 3,800 sq. ft.	$ 41.00	$ 492.00
	Turf: 3,400 sq. ft.	171.00	2,052.00
Tract 20660	Planter: 11,912 sq. ft.	$ 128.00	$ 1,536.00
Tract 20859	Planter: 33,630 sq. ft.	$ 361.00	$ 4,332.00
Tract 21113	Planter: 10,500 sq. ft.	$ 113.00	$ 1,356.00
	Turf: 1,700 sq. ft.	93.00	1,116.00
Tract 20715	Planter: 51,250 sq. ft.	$ 550.00	$ 6,600.00
Tract 29038	Planter: 6,243 sq. ft.	$ 67.00	$ 804.00
Zone D Tracts Service Schedule Level 1 Total		$ 15,769.00	$ 189,228.00
Cost per sq. ft., per occurrence Level 1 Zone D- Southern Tracts			$ 0.11

- **Service Schedule Level 2 – Zone D Tracts Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 17176	Planter: 21,097 sq. ft.	$ 199.00	$ 2,388.00
Tract 21332	Planter: 19,440 sq. ft	$ 183.00	$ 2,196.00
Tract 21333	Planter: 54,500 sq. ft	$ 513.00	$ 6,156.00
Tract 20272	Planter: 51,216 sq. ft	$ 483.00	$ 5,796.00
Tract 10980/13576/19081	Planter: 20,291 sq. ft	$ 191.00	$ 2,292.00
Tract 20030	Planter: 11,200 sq. ft.	$ 106.00	$ 1,272.00
Tract 19551	Planter: 36,364 sq. ft	$ 343.00	$ 4,116.00
Tract 22093	Planter: 8,873 sq. ft	$ 84.00	$ 1,008.00
Tract 18512/21322	Planter: 59,940 sq. ft.	$ 565.00	$ 6,780.00
Tract 31257	Planter: 26,686 sq. ft	$ 534.00	$ 6,408.00
Tract 19032	Planter: 9,132 sq. ft	$ 86.00	$ 1,032.00

RFP NO. DSG-2/12-13

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 11848	Planter: 9,066 sq. ft.	$ 84.00	$ 1,008.00
Tract 10191/18468	Planter: 10,871 sq. ft	$ 102.00	$ 1,224.00
Tract 18930	Planter: 38,849 sq. ft.	$ 366.00	$ 4,392.00
Tract 19862	Planter: 8,805 sq. ft	$ 83.00	$ 996.00
Tract 21737	Planter: 1,280 sq. ft	$ 18.00	$ 216.00
	Turf: 2,640 sq. ft	$ 125.00	$ 1,500.00
Tract 20072	Planter: 23,550 sq. ft.	$ 222.00	$ 2,664.00
Tract 19208	Planter: 17,680 sq. ft	$ 167.00	$ 2,004.00
Tract 19799	Planter: 17,652 sq. ft	$ 166.00	$ 1,992.00
Tract 28882	Planter: 20,983 sq. ft	$ 198.00	$ 2,376.00
Tract 18784/20906	Planter: 30,432 sq. ft	$ 287.00	$ 3,444.00
Tract 16768	Planter: 16,281 sq. ft.	$ 153.00	$ 1,836.00
Tract 17033	Planter: 9,990 sq. ft.	$ 94.00	$ 1,128.00
Tract 19500	Planter: 3,636 sq. ft	$ 36.00	$ 432.00
Tract 22371	Planter: 17,844 sq. ft	$ 168.00	$ 2,016.00
Tract 20525	Planter: 16,500 sq. ft	$ 155.00	$ 1,860.00
Tract 23046	Planter: 16,000 sq. ft	$ 151.00	$ 1,812.00
Tract 24721	Planter: 6,882 sq. ft.	$ 65.00	$ 780.00
Tract 31591	Planter: 16,445 sq. ft	$ 155.00	$ 1,860.00
Tract 22276	Planter: 11,690 sq. ft	$ 110.00	$ 1,320.00
Tract 22277	Planter: 20,485 sq. ft	$ 193.00	$ 2,316.00
Tract 17334	Planter: 37,680 sq. ft	$ 355.00	$ 4,260.00
Tract 15387	Planter: 9,049 sq. ft.	$ 85.00	$ 1,020.00
Tract 19957	Planter: 6,810 sq. ft.	$64.00	$768.00

RFP NO. DSG-2/12-13

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 20032	Planter: 14,076 sq. ft.	$ 133.00	$ 1,596.00
Tract 19509	Planter: 18,328 sq. ft.	$173.00	$2,076.00
Tract 16770	Planter: 5,830 sq. ft.	$ 55.00	$ 660.00
Tract 32018	Planter: 7,865 sq. ft.	$74.00	$888.00
Tract 19852	Planter: 28,800 sq. ft.	$ 271.00	$ 3,252.00
Tract 27526	Planter: 16,373 sq. ft.	$154.00	$1,848.00
Tract 30027	Planter: 45,833 sq. ft.	$ 432.00	$ 5,184.00
Tract 19518/18372	Planter: 12,634 sq. ft.	$119.00	$1,428.00
Tract 13585	Planter: 2,000 sq. ft.	$ 25.00	$ 300.00
	Turf: 4,600 sq. ft.	203.00	2,436.00
Tract 20941	Planter: 7,455 sq. ft.	$ 71.00	$ 852.00
	Turf: 2,145 sq. ft.	$ 105.00	$ 1,260.00
Tract 31269-1	Planter: 43,723 sq. ft.	$412.00	$4,944.00
Tract 31284	Planter: 28,321 sq. ft.	$ 267.00	$ 3,204.00
Tract 17387	Planter: 4,384 sq. ft.	$41.00	$492.00
Tract 19143	Planter: 4,864 sq. ft.	$46.00	$552.00
Tract 21616	Planter: 19,858 sq. ft.	$ 187.00	$ 2,244.00
	Turf: 3,670 sq. ft.	164.00	1,968.00
Tract 17867	Planter: 13,778 sq. ft.	$ 130.00	$ 1,560.00
Tract 12773	Planter: 13,806 sq. ft.	$ 131.00	$ 1,572.00
Tract 19685	Planter: 62,530 sq. ft.	$ 589.00	$ 7,068.00
Tract 19210	Planter: 9,270 sq. ft.	$ 87.00	$ 1,044.00
Tract 19363	Planter: 13,320 sq. ft.	$ 126.00	$ 1,512.00
Tract 19434	Planter: 13,242 sq. ft.	$125.00	$1,500.00

RFP NO. DSG-2/12-13

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 17457	Planter: 3,444 sq. ft.	$ 35.00	$ 420.00
Tract 19912	Planter: 11,750 sq. ft.	$ 111.00	$ 1,332.00
Tract 20552	Planter: 19,458 sq. ft.	$ 183.00	$ 2,196.00
Tract 20404	Planter: 36,138 sq. ft.	$ 340.00	$ 4,080.00
Tract 20718	Planter: 23,004 sq. ft.	$ 217.00	$ 2,604.00
Tract 20869	Planter: 2,100 sq. ft.	$ 28.00	$ 336.00
Tract 15433	Planter: 24,161 sq. ft.	$ 228.00	$ 2,736.00
Tract 22889	Planter: 16,438 sq. ft.	$ 155.00	$ 1,860.00
Tract 19937	Planter: 20,890 sq. ft.	$ 197.00	$ 2,364.00
Tract 20301	Planter: 3,800 sq. ft.	$ 39.00	$ 468.00
	Turf: 3,400 sq. ft.	152.00	1,824.00
Tract 20660	Planter: 11,912 sq. ft.	$ 112.00	$ 1,344.00
Tract 20859	Planter: 33,630 sq. ft.	$ 317.00	$ 3,804.00
Tract 21113	Planter: 10,500 sq. ft.	$ 99.00	$ 1,188.00
	Turf: 1,700 sq. ft.	83.00	996.00
Tract 20715	Planter: 51,250 sq. ft.	$ 483.00	$ 5,796.00
Tract 29038	Planter: 6,243 sq. ft.	$ 59.00	$ 708.00
Zone D Southern Tracts Service Schedule Level 2 Total		$ 13,847.00	$ 166,164.00
Cost per sq. ft., per occurrence Level 2 Zone D- Tracts			$ 0.0099

PROPOSER: Mariposa Landscapes, Inc.
(Company Name)

President 3/28/12
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

D. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work, and Routine Irrigat ion Repair, include, but are not limited t o: Exhibits A and C.

1. UNIT PRICES (Includes all labor and materials)

a.	1 gal. shrub/vine/ground cover in place	@	$ 7.00	ea
b.	5 gal. shrub/vine/ground cover in place	@	$ 18.00	ea
c.	5 gal. tree in place (stakes included)	@	$ 30.00	ea
d.	15 gal. tree in place (stakes included)	@	$ 75.00	ea
e.	24" box tree in place (stakes included)	@	$ 250.00	ea
f.	36" box tree in place (stakes included)	@	$ 750.00	ea
g.	Flat of ground cover in place	@	$ 25.00	ea
h.	Fertilizer application	@	$ 0.02	/sq. ft.
i.	Planter bed mulch in place	@	$ 40.00	/cu. yd.
j.	Additional labor	@	$ 30.00	/man hour
k.	Additional irrigation technician	@	$ 45.00	/man hour

2. Irrigation repair parts for routine repairs @ cost plus 15 %.

3. Unit prices for Additi onal Landscape Areas per Exhibi t C, Section 2 s hall be as follows:

   a. Per Schedule II, Section A cost per sq. ft., per occurrence.

   Or

   b. Per Schedule II, Section B as follows:

      1. Per Schedule II, Section B, Service Schedule, Level 1, Optional Service cost per sq. ft., per occurrence.

      2. Per Schedule II, Section C, Service Schedule, Level 2, Optional Service cost per sq. ft., per occurrence.

4. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: Mariposa Landscapes, Inc.
(Company Name)

President — 3/28/12
(AUTHORIZED SIGNATURE AND TITLE) — (DATE)

II. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specif ications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said wor k in accordance with the Specifications, in the t ime and m anner therein prescribed, for the unit cost and lump sum amounts set forth in the propos al and as listed as follows. T he undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, (Schedule II) A. "Bid Schedule"):

One hundred fifty-five thousand seven hundred eighty four and 0/100 Dollars
(Dollar Amount in Words)

$ 155,784.00
(Dollar Amount in Figures)

Date: 3/28/12

Proposer: Mariposa Landscapes, Inc.
(Company Name)

By: [signature]
(Signature)

Title: President

State License Number and Classification: 592268 C-27,A,C61/D49

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF California

PRESIDENT [signature]

(Corporate Seal)

SECRET ARY [signature]

III. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is a cashier's che ck, a certified check, or a Proposal Surety Bond for 10 %, payable to the Moreno Valley Community Services District, which is deemed to consti tute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail t o execute the Contract and furnish satisfactory bonds under the co nditions and within the time s pecified in this prop osal, otherwise said cash, cashier's check, certifi ed check or Proposal Surety Bond is to be returned to the undersigned.

Dated 3/28/12

Signature of Proposer

By Terry Noriega

Address of Proposer 15529 Arrow Highway

Irwindale, CA 91706

Telephone Number of Proposer (626) 960-0196

Names and Addresses of Members of the Company:

Terry Noriega, 15529 Arrow Highway, Irwindale, CA 91706

(If a Corporation)

Signature of Proposer

By Terry Noriega

Title President

Business Address 15529 Arrow Highway

Irwindale, CA 91706

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of	California
State License Number and Classification	592268 C-27,A, C61/D49
PRESIDENT	
SECRETARY	
TREASURER	

(Corporate Seal)

RFP NO. DSG-2/12-13

V. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF)§

(NAME) Terry Noriega, affiant being first duly sworn, deposes and says:

That he or she is President of
(sole owner, partner or other proper title)

Mariposa Landscapes, Inc. the party making the
(Contractor)
foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisc losed person, partnership, company, association, organi zation, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not direc tly or indirectly ind uced or solicited any other bidder to put in a false or s ham bid, and has not di rectly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communic ation, or c onference with any one to fix the bid price of the bidder or any other bidder, or t o fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, direc tly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associatio n, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: Mariposa Landscapes, Inc.

Bidder's Address:
15529 Arrow Highway, Irwindale, CA 91706

Telephone No.: (626) 960-0196

(Signature of Bidder) President (Title)

ALL SIGNATURES MUST BE NOTARIZED

Jurat

State of California
County of Los Angeles

On, March 28, 2012, before me, Terry Noriega President – Mariposa Landscapes, Inc., Subscribed and sworn to (or affirmed) before me on this date, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.

(Seal)

R. AUSTIN
COMM. # 1832091
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires JAN. 29, 2013

Signature R. Austin
R. Austin – Notary Public # 1832091

APPENDIX A: PREVAILING WAGE DETERMINATION

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

DETERMINATION: SC-LML-2008-1
ISSUE DATE: February 22, 2008
EXPIRATION DATE OF DETERMINATION: December 31, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

		Employer Payments					Straight-Time		Overtime
LOCALITY:	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2X
Imperial	$8.00	-	-	[a] 0.115	0.17	-	8	[b] 8.285	[b] 12.285
Inyo, Mono and San Bernardino	8.00	-	-	0.30	0.17	-	8	8.47	12.47
Kern	8.00	-	-	[c] 0.16	0.17	-	8	[b] 8.33	[b] 12.33
	10.00	-	-	[d] 0.27	0.46	-	8	[b] 10.73	[b] 15.73
Los Angeles	8.00	0.89	-	[e] 0.115	0.14	-	8	[b] 9.145	[b] 13.145
Orange	8.00	-	-	[f] 0.11	0.11	-	8	[b] 8.22	[b] 12.22
Riverside	8.00	-	-	[g] 0.20	0.16	-	8	[b] 8.36	[b] 12.36
San Diego	8.00	-	-	0.22	0.115	-	8	8.335	12.335
	8.00	-	-	0.24	0.12	-	8	8.36	12.36
San Luis Obispo	8.00	-	-	[h] 0.15	0.15	-	8	8.30	12.30
	8.00	-	-	[i] 0.16	0.16	-	8	8.32	12.32
Santa Barbara	8.00	-	-	[j] 0.12	0.12	-	8	[b] 8.24	[b] 12.24
	8.00	-	-	[k] 0.13	0.13	-	8	[b] 8.26	[b] 12.26
Ventura	8.00	-	-	0.115	0.16	-	8	8.275	12.275
	8.00	2.97	-	[l] 0.19	0.26	-	8	[b] 11.42	[b] 15.42

Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

[a] $0.22 after 3 years of service.
[b] Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
[c] $0.31 after 2 years of service.
[d] $0.54 after 2 years of service: $0.81 after 3 years of service.
[e] $0.24 after 3 years of service: $0.37 after 7 years of service.
[f] $0.22 after 4 years of service.
[g] $0.40 after 3 years of service.
[h] $0.23 after 2 years of service.
[i] $0.27 after 2 years of service.
[j] $0.38 after 3 years of service.
[k] $0.29 after 2 years of service.
[l] $0.31 after 2 years of service.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Travel and subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

APPENDIX B: MONTHLY LANDSCAPE SERVICES REPORT FORM

PROJECT NO._____

MONTHLY LANDSCAPE SERVICES REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT

MONTH OF _____, 20___

MAINTENANCE • DATE(S) • AREA • SERVICE TYPE: MOW/EDGE TRIM/PRUNE-WEED LITTER-IRRIGATION ETC.	FERTILIZER • DATE(S) • AREA • PRODUCT/ANALYSIS • AMOUNT/AREA • CROP	PESTICIDES • DATE(S) • PRODUCT USED • AMOUNT USED • AREA • TARGET PEST	COMPLAINTS • DATE(S) RECEIVED • AREA/LOCATION • COMPLAINT/ACTION • DATE CORRECTED • CORRECTIVE ACTION	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED • CORRECTIVE ACTION
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

APPENDIX B: WEEKLY IRRIGATION REPORT FORM

WEEKLY IRRIGATION REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT

CONTROLLER NO. _____

FOR MONTH OF _____, 20___

STATION NO. _____

PROJECT NO._____

	DATE(S) CHECKED	PROBLEM(S) IDENTIFIED	CORRECTIVE ACTIONS • DATE CORRECTED • CORRECTIVE ACTION DETAILS	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

APPENDIX C: GREENWASTE REPORT FORM

MORENO VALLEY COMMUNITY SERVICES DISTRICT
-MONTHLY GREENWASTE REPORT-
FOR

MONTH:_____ YEAR:_____

1. Source of greenwaste (Project No./Location):_____

   _____

2. Amount of greenwaste generated from above source (by weight):
   _____LBS. –or- TONS.

3. Name, address, and phone number of recycle accepting greenwaste:
   - Company Name:_____
   - Address: _____

     _____
   - Phone Number: (_____)_____

4. Amount of greenwaste-source products (mulch, compost, top dressing, and soil amendments, etc.) furnished to Project (by weight):

   _____ LBS. -or- TONS.

5. Name, address, and phone number of recycle supplying greenwaste-source products to Project (if different from No. 3 above):

   _____

   _____

   _____

6. Number of times turf mowed this month:_____

7. Number of times turf mowed without clippings caught:_____

CONTRACTOR:_____

ADDRESS:_____

PHONE:_(_____)_____

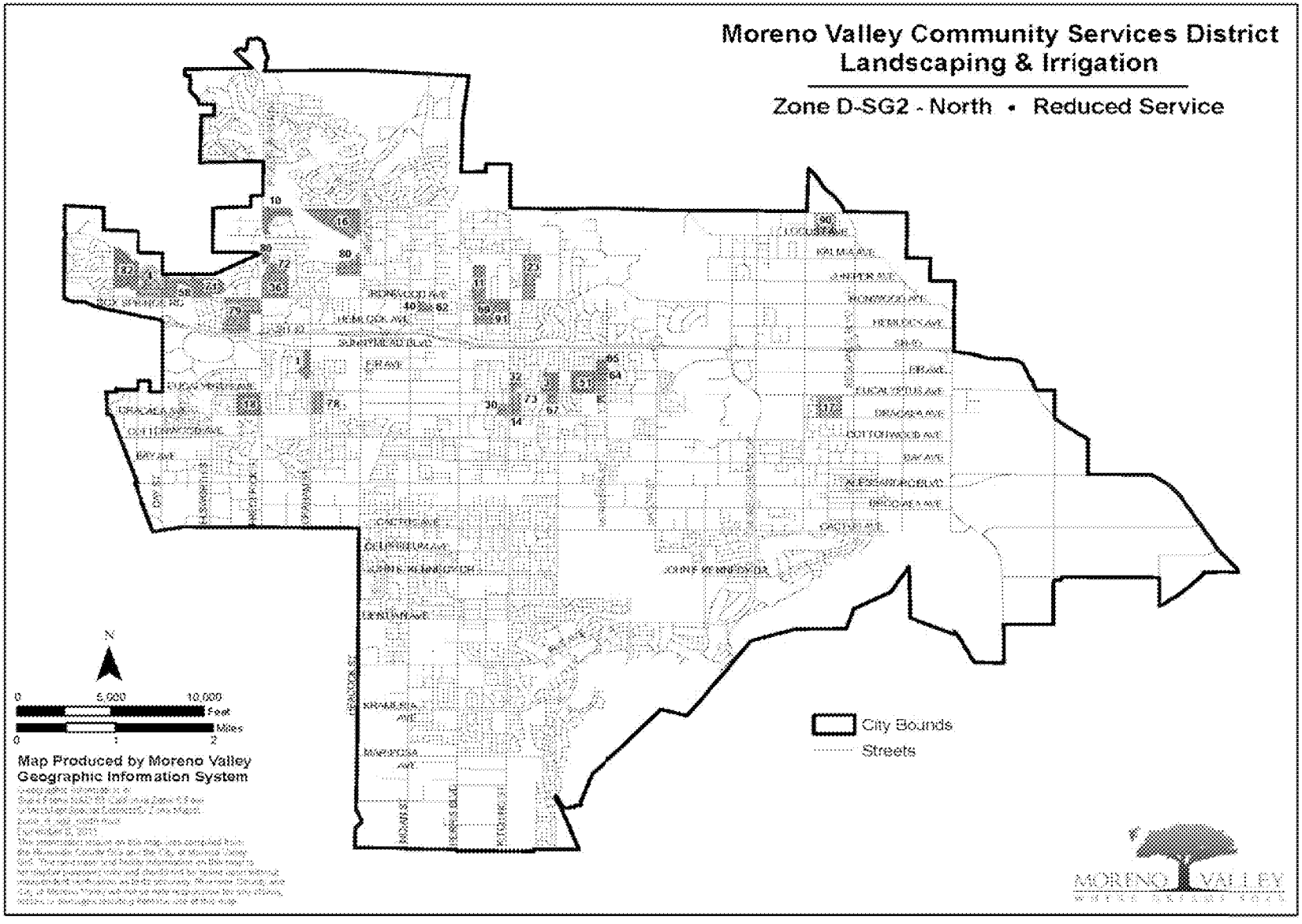
Moreno Valley Community Services District
Landscaping & Irrigation
Zone D-SG2 - North • Reduced Service
City Bounds
Streets
N
0
5,000
10,000
Feet
Miles
0
1
2
Map Produced by Moreno Valley
Geographic Information System
MORENO VALLEY

Moreno Valley Community Services District
Landscaping & Irrigation

Zone D-SG2 - North • Reduced Service

MAP ID	Tract Number	Area (Sq. Ft.)
1	TR 11848	9,066
3	TR 16768	16,281
4	TR 17176	21,097
10	TR 20030	11,200
11	TR 20072	23,550
14	TR 17033	9,990
16	TR 18512/21322	59,940
17	TR 24721	6,882
18	TR 18930	36,849
23	TR 19208	17,680
30	TR 19500	3,636
32	TR 19799	17,652
36	TR 19551	36,364
40	TR 19862	8,805
51	TR 20526	16,500
58	TR 21332	19,440
62	TR 21737	3,920
64	TR 22276	11,690
65	TR 22277	20,485
67	TR 23046	16,000
69	TR 26882	20,963
71	TR 21333	54,500
72	TR 22093	8,873
73	TR 22371	17,844
78	TR 10191/18468	10,871
79	TR 13576/19080/19081	20,291
80	TR 19032	9,132
82	TR 20272	51,216
83	TR 31591	16,445
86	TR 31257	26,686
90	TR 17334	37,680
91	TR 18784/20906	30,432

Total Area, Service Area D-SG2 - North: ***659,580 sq ft***

Total Acreage, Service Area D-SG2 - North: ***15.14***

Print Date: December 6, 2011

MV00203456

Moreno Valley Community Services District
Landscaping & Irrigation

Zone D-SG2 - North • Reduced Service

MAP ID	Tract Number	Area (Sq. Ft.)
1	TR 11848	9,066
3	TR 16768	16,281
4	TR 17176	21,097
10	TR 20030	11,200
11	TR 20072	23,550
14	TR 17033	9,990
16	TR 18512/21322	59,940
17	TR 24721	6,882
18	TR 18930	36,849
23	TR 19208	17,680
30	TR 19500	3,636
32	TR 19799	17,652
36	TR 19551	36,364
40	TR 19862	8,805
51	TR 20526	16,500
58	TR 21332	19,440
62	TR 21737	3,920
64	TR 22276	11,690
66	TR 22277	20,486
67	TR 23046	16,000
69	TR 26882	20,963
71	TR 21333	54,500
72	TR 22093	8,873
73	TR 22371	17,844
78	TR 10191/18468	10,871
79	TR 13576/19080/19081	20,291
80	TR 19032	9,132
82	TR 20272	51,216
83	TR 31591	16,445
86	TR 31257	26,686
90	TR 17334	37,680
91	TR 18784/20906	30,432

Total Area, Service Area D-SG2 - North: ***659,580 sq ft***

Total Acreage, Service Area D-SG2 - North: ***15.14***

Print Date: December 6, 2011

MV00203457

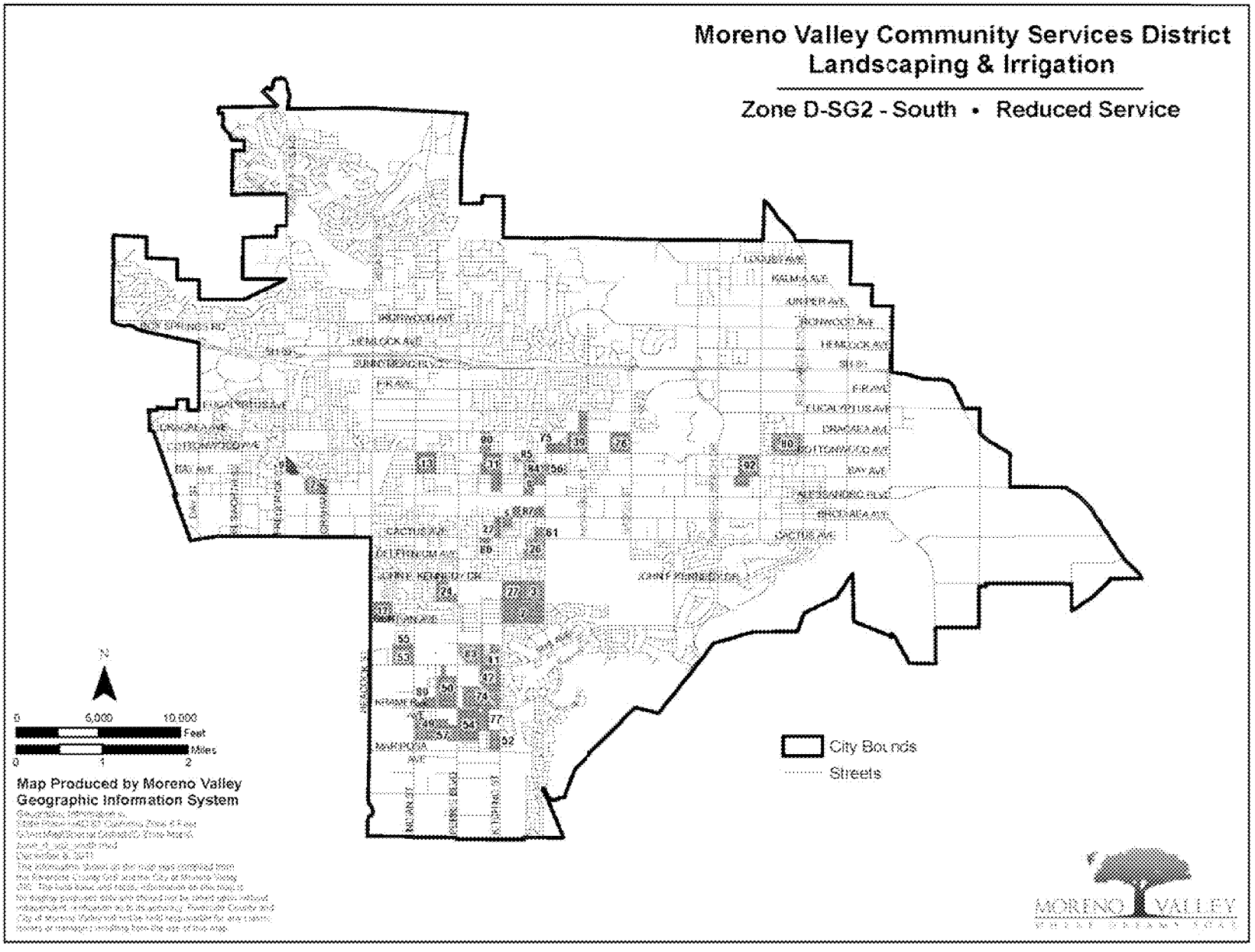
Moreno Valley Community Services District
Landscaping & Irrigation
Zone D-SG2 - South • Reduced Service
City Bounds
Streets
N
0
5,000
10,000
Feet
Miles
0
1
2
Map Produced by Moreno Valley
Geographic Information System
MORENO VALLEY

MV00203458

Moreno Valley Community Services District
Landscaping & Irrigation

Zone D-SG2 - South • Reduced Service

MAP ID	Tract Number	Area (Sq. Ft.)
2	TR 15387	9,049
3	TR 12773	13,806
5	TR 17387	4,364
7	TR 19685	62,530
8	TR 19518/18372	12,634
9	TR 19957	6,810
12	TR 20552	19,458
13	TR 20032	14,076
22	TR 19143	4,864
24	TR 19210	9,270
26	TR 19383	13,320
27	TR 19434	13,242
31	TR 19509	18,326
39	TR 19852	28,800
41	TR 19912	11,750
42	TR 19937	20,890
49	TR 20301	7,200
50	TR 20404	36,138
52	TR 20660	11,912
53	TR 20718	23,004
54	TR 20859	33,630
55	TR 20869	2,100
56	TR 20941	9,800
57	TR 21113	13,200
61	TR 21616	23,528
74	TR 20715	51,250
75	TR 27526	16,373
76	TR 30027	45,833
77	TR 29038	6,243
80	TR 31269-1	43,723
83	TR 15433	24,161
84	TR 13588	6,600
85	TR 16770	5,830
86	TR 17457	3,444
87	TR 17867	13,778
89	TR 22889	16,438
90	TR 32018	11,306
92	TR 31284	28,321

Total Area, Service Area D-SG2 - South: *729,053 sq ft*

Total Acreage, Service Area D-SG2 - South: *16.74*

Print Date: December 6, 2011

MV00203459

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: SECOND EXTENSION OF THE AGREEMENT – PROJECT NO. E-1/11 TOWNGATE MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

RECOMMENDED ACTION

Recommendations:

1. Approve the Second Extension of the Agreement ("Second Extension Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-1/11, with Marina Landscape, Inc. 1900 S. Lewis Street, Anaheim, CA 92805 for E-1 (Towngate) and E-1A (Renaissance Park) areas.

2. Authorize the City Manager to execute the Second Extension Agreement for E-1/11 with Marina Landscape, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Marina Landscape, Inc. in the not-to-exceed (NTE) amount of $68,800.08 ($59,322.96 for Zone E-1 and $9,477.12 for Zone E-1A) for base services and $15,750.00 ($13,500.00 for Zone E-1 and $2,250.00 for Zone E-1A) for additional work services.

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include:

Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services.

Zone E (extensive landscape maintenance), provides landscape maintenance services at full (standard) or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), E-15 (Celebration), and E-16 (Shadow Mountain).

Zone M (Commercial, Industrial, and/or Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide, and

Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors that perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement (Agreement). In accordance with the terms of the Agreement, annual extensions of the Agreement (Extension Agreement) may be entered into up to no more than 4 extensions of the original Agreement, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the CSD (District) and Contractor, at the base rate as provided in the Agreement, plus an additional amount for extra or unanticipated work (additional work amount) that may be performed during the term of the Agreement plus any applicable Extension Agreement.

The Agreement or Extension Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. “Base services” include: mowing, edging and trimming of turf grass areas, pruning and trimming of shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes

and groundcovers, and pesticide applications. Base services are performed on a scheduled rotation basis. "Additional work services" include, but are not necessarily limited to, additional labor and material costs for irrigation repairs, plant material replacement, fertilizer applications and the addition of added square footage of landscaped areas to be added to a Zone's service area at the unit prices for additional work as specified in the Agreement.

DISCUSSION

On February 2, 2011, the Special Districts Division of the Financial and Management Services Department (formerly the Public Works Department) received valid proposals from seven (7) landscape maintenance firms in response to a Request for Proposal (RFP) to provide standard maintenance of the landscaped parkways, medians and the irrigation system associated with Zones E-1 and E-1A. On June 14, 2011, upon an evaluation of the proposals and staff's recommendation, the City Council, acting in its capacity as the Board of Directors of the Moreno Valley CSD awarded the contract for landscape maintenance of Zone E-1 and Zone E-1A parkways and medians to Marina Landscape, Inc., Anaheim, California (the "Contractor"). The amount of the Agreement for the initial twelve-month term was $107,697.48 for standard service level landscape maintenance for Zone E-1 and reduced service level landscape maintenance for Zone E-1A ($88,429.68 for Zone E-1 base, $9,477.12 for E-1A base, $8,000.00 for E-1 additional work and $1,790.68 for E-1A additional work).

In June of 2011, as part of a Proposition 218 mail ballot process, Zone E-1 property owners did not approve an increase in their Zone E-1 charge to cover increased costs, which would allow for the continuation of providing standard service level landscape maintenance to Zone E-1. On October 1, 2011, the landscape maintenance service level for the Zone E-1 service area was adjusted from the standard service level to the reduced service level, based on available funding. This change in service level reduced the base cost of Zone E-1 from $88,420.68 to $66,597.39 (3 months at $22,107.42 for standard service level and 9 months at $44,492.22 for reduced service level) for FY 2011/12, for nine months of savings. The overall cost of the Agreement, reduced from $107,697.48 to $85,867.44 ($66,599.64 for Zone E-1 base, $9,477.12 for E-1A base, $8,000.00 for E-1 additional work, and $1,790.68 for E-1A additional work) a decrease of $21,830.04.

Beginning in FY 2012/13, the Agreement for landscape maintenance services for Zone E-1 and Zone E-1A had a combined base amount of $68,800.08 ($59,322.96 for Zone E-1 for reduced service level and $9,477.12 for Zone E-1A for reduced service level landscape maintenance) along with an approved additional work amount of $6,900.00 ($5,900.00 in Zone E-1 and $1,000.00 in Zone E-1A), for a total cost of $75,700.08.

The service levels provided are consistent with the terms of the CSD Zone E General Service Level Guidelines, as listed the CSD Zone E Service Plan Policy, (adopted by the CSD Board on September 25, 2007, as amended on April 26, 2011). The Contractor has consistently provided satisfactory service in accordance with the terms of the Agreement and First Extension Agreement, and has agreed to extend the

Agreement based upon the same terms in accordance with the reduced service level for Zone E-1 and Zone E-1A.

Approval of the Extension Agreement for Fiscal Year 2013/14

Approval of the Agreement as extended for FY 2013/14 is being recommended for authorization in the NTE amount of $84,550.08 ($59,322.96 for Zone E-1 base maintenance services, $9,477.12 for Zone E-1A base maintenance services, $13,500.00 for Zone E-1 additional work, and $2,250.00 for Zone E-1A additional work). This is the second of four possible extensions allowed per the terms of the Agreement.

Authority for City Manager Approval of Extension Agreements for the Balance of Available Extensions to the Agreement

Pursuant to City Council Resolution No. 2008-115, the City Council shall provide approval of procurements greater than $100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the E-1/11 Agreement, as may be allowed per the terms of the Agreement. Potential extensions are those extensions which may be allowed, contingent upon satisfactory service by the Contractor and concurrence by the City and Contractor to enter into an extension of the Agreement, or the Agreement as Amended.

E-1/11						
	FY 2011/12 Original Agreement as Amended[1]	FY 2012/13 First Extension[2]	FY 2013/14 Proposed Second Extension	FY 2014/15 Potential Third Extension[3]	FY 2015/16 Potential Fourth Extension[3]	Cumulative Total
Base	$ 76,076.76	$ 68,800.08	$ 68,800.08	$ 68,800.08	$ 68,800.08	$351,277.08
Additional Work	$ 9,790.68	$ 6,900.00	$ 15,750.00	$ 15,750.00	$ 15,750.00	$ 63,940.68
Total	$ 85,867.44	$ 75,700.08	$ 84,550.08	$ 84,550.08	$ 84,550.08	$415,217.76

[1] In FY 2011/12, the base amount of the Agreement for E-1 was reduced from the full service level to the reduced service starting October 1, 2011. This adjusted the base amount of the Agreement from $107,697.48 to $85,865.19, a decrease of $21,832.29.

[2] Extensions beyond 2013/14 are anticipated, based upon presently known information and may change in the future for reasons including, but not limited to adding additional service area, removing existing service area, and emergency work.

Staff is requesting the City Council authorize the City Manager to approve extensions and any necessary amendments, as well as associated purchase orders (P.O.) for all remaining extensions available, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. Such extensions and amendments shall only be

entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council (CSD Board) and demonstration by the Contractor of having provided satisfactory performance of the services, per the terms of the Agreement in the prior year(s), and both the City and the Contractor mutually agreeing to extend the Agreement.

ALTERNATIVES

1. Approve the Second Extension Agreement for E-1/11 with Marina Landscape, Inc., in the form attached hereto to provide for the continuation of landscape maintenance services; authorize the City Manager to execute said Second Extension Agreement for E-1/11 with Marina Landscape, Inc.; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $84,550.08 ($59,322.96 for Zone E-1 base services, $9,477.12 for Zone E-1A base services, $13,500.00 for Zone E-1 additional work services, and $2,250.00 for Zone E-1A for additional work services); and authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement and authorize the associated P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will ensure uninterrupted landscape maintenance and irrigation services be provided to the parkways and medians associated with the Zones E-1 (Towngate) and E-1A (Renaissance Park).*

2. Do not approve the Second Extension Agreement for E-1/11 with Marina Landscape, Inc., in the form attached hereto to provide for the continuation of landscape maintenance services; nor authorize the City Manager to execute said Second Extension Agreement for E-1/11 with Marina Landscape, Inc.; nor authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $84,550.08 ($59,322.96 for Zone E-1 base services, $9,477.12 for Zone E-1A base services, $13,500.00 for Zone E-1 additional work services, and $2,250.00 for Zone E-1A for additional work services); and do not authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, nor authorize subsequent P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative, there will be an interruption in landscape maintenance and irrigation services provided to the parkways and medians associated with the Zones E-1 (Towngate) and E-1A (Renaissance Park) landscaped areas, which will prevent necessary landscape maintenance services from being performed.*

FISCAL IMPACT

Administration and maintenance of Zone E is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills. Revenue from the parcel charges collected for Zone E-1 and E-1A may only be used for landscape maintenances services associated with the parkways and medians in Zones E-1 and E-1A. **The costs for these maintenance services have been budgeted, respectively, for each of these Zones for the coming fiscal year**. **These actions will not impact the City's General Fund.**

The following table represents the base and additional work costs for FY 2013/14 associated with the E-1/11 Second Extension Agreement for Zones E-1 and E-1A.

Service Area (Zone)	Contractor	GL Account	2013/14 Base Agreement Amount	2013/14 Additional Work Agreement Amount	2013/14 Total Agreement Amount
E-1	Marina Landscape, Inc.	5013-30-79-25706-620910	$ 59,322.96	$ 13,500.00	$ 72,822.96
E-1A	Marina Landscape, Inc.	5013-30-79-25707-620910	$ 9,477.12	$ 2,250.00	$ 11,727.12
		Total	$ 68,800.08	$ 15,750.00	$ 84,550.08

CITY COUNCIL GOALS

Community Image and Positive Environment:

City Council in their capacity as the CSD Board will allow for the continued promotion of community image, as well as neighborhood pride and cleanliness, through continued maintenance of parkways and medians of CSD maintained landscaped areas by approval of this item.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1: Second Extension Agreement for E-1/11 for FY 2013/14

Attachment 2: Extension to the Agreement (First Extension Agreement) for E-1/11 for FY 2012/13

Attachment 3: Agreement for E-1/11 for FY 2011/12

Attachment 4: Site Map – Zone E-1 Towngate

Attachment 5: Site Map – Zone E-1A Renaissance Park

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

SECOND EXTENSION AGREEMENT
PROJECT NO. E-1/11 – TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **Marina Landscape, Inc.** (hereafter, "Contractor").

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated July 7, 2011, referencing Project No. E-1/11 for the maintenance of the District's parkway and median landscaping, and irrigation systems associated with Project No. E-1/11 – Towngate, which include Zones E-1 and E-1A; and,

WHEREAS, written notification was provided to the Contractor that effective October 1, 2011, the service levels and contract costs for maintenance would be adjusted from the standard service level to the reduced service level for Zone E-1 landscape parkways and medians, which also includes the E-1 landscape Day St. medians, with no change in the reduced service level for Zone E-1A landscaped parkways and medians; and,

WHEREAS the change in the service level, in accordance with Exhibit E., 9., II, A., of the Agreement, provides the monthly and annual costs for reduced service levels, which total $59,322.96 annually for Zone E-1 and $9,477.12 annually for Zone E-1A; and,

WHEREAS, landscape maintenance services provided during the initial term of the Agreement were sufficiently performed, and both District and Contractor mutually agreed to enter into an extension of the Agreement (First Extension Agreement), for the term of July 1, 2012 to June 30, 2013; and,

WHEREAS, landscape maintenance services as provided under the First Extension Agreement are being sufficiently performed; and,

WHEREAS, pursuant to the terms of the Agreement, both parties wish to further extend the Agreement (Second Extension Agreement); and,

WHEREAS, the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The Second Extension Agreement period shall commence on **July 1, 2013** and shall terminate on **June 30, 2014.**

2. In accordance with Exhibit D., 1., B., of the Agreement, this Second Extension Agreement shall be considered the second of four possible extensions of the Agreement.

3. For the period of this Second Extension Agreement and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for work (labor, materials, supplies, equipment, etc.) performed under this Second Extension Agreement for maintenance of the parkway and median areas of Zones E-1 and E-1A consistent with the payment terms (Exhibit C) of the Agreement in the total amount of **FIVE THOUSAND SEVEN HUNDRED THIRTY-THREE AND 34/100 DOLLARS ($5,733.34)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **SIXTY-EIGHT THOUSAND EIGHT HUNDRED AND 08/100 DOLLARS ($68,800.08).**

4. Notwithstanding, Exhibit E., 9., B., 3., A. and B., on page 85 of the Agreement, the unit cost set forth in the Additional Work Price List for additional reduced service landscape areas added to the project during the period of this Second Extension Agreement shall be as follows:

    a. Additional parkway areas, planters (trees up to 18-feet height, shrubs, ground cover included, as applicable). **$0.01/sq.ft./mo**.

    b. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included as applicable). **$0.12/sq.ft./mo.**

5. Notwithstanding Exhibit C., 2., E., of the Agreement, for the period of this Second Extension Agreement and except as specifically approved by subsequent action of the CSD Board or the City Manager, as directed by the CSD Board, the Director (Chief Financial Officer/City Treasurer or their designated appointee) may not authorize additional work pursuant to this Second Extension Agreement or the original Agreement in excess of the cumulative total of **FIFTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND 00/100 ($15,750.00).** This additional work amount would allocate thirteen thousand five hundred and 00/100 dollars ($13,500.00) for additional work in Zone E-1 and two thousand two hundred fifty and 00/100 dollars ($2,250.00) in Zone E-1A.

6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SECOND EXTENSION AGREEMENT
PROJECT NO. E1/11 TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor: Marina Landscape, Inc
By: _____	By: _____
Title: City Manager, Acting in the capacity of District Manager to the Moreno Valley Community Services District	Title: (President or Vice President)
Date: _____	Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary

Date: _____
Affix Corporate Seal Below

EXTENSION AGREEMENT
PROJECT NO. E-1/11 – TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **Marina Landscape, Inc.** (hereafter, "Contractor")

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated July 7, 2011, referencing Project No. E-1/11 for the maintenance of the District's parkway and median landscaping and irrigation systems associated with Project No. E-1/11 – Towngate.

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement.

WHEREAS, the Extension of the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2012** and shall terminate on **June 30, 2013.**

2. In accordance with Exhibit D, Section 1b of the Agreement, this Extension shall be considered the first of four possible extensions of the Agreement.

3. For the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension for maintenance of the parkway and median areas consistent with the terms of the Agreement in the total amount of **FIVE THOUSAND SEVEN HUNDRED THIRTY-THREE AND 34/100 DOLLARS ($5,733.34)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **SIXTY-EIGHT THOUSAND EIGHT HUNDRED AND 08/100 DOLLARS ($68,800.08).**

4. Notwithstanding, Exhibit E, Section B; 3. A and B on page 85 of the Agreement, the unit cost set forth in the Additional Work Price List, Section B, for any landscape areas added to the project during the period of this Extension shall be as follows:

    a. Additional parkway areas, planters (trees up to 18-feet height, shrubs, ground cover included, as applicable). **$0.01/sq.ft./mo**.

    b. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included as applicable). **$0.12/sq.ft./mo.**

5. Notwithstanding Exhibit C., Numeral 2, Letter e of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the City Council, the Director (the Public Works Director/City Engineer or his designated appointee) may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **SIX THOUSAND NINE HUNDRED AND 00/100 ($6,900.00).**

6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

EXTENSION AGREEME
PROJECT NO. E1/11 TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley
Community Services District

By: Michelle Dawson
Title: City Manager, Acting in the capacity of District Manager to the Moreno Valley Community Services District
for

Date: 6/27/12

Contractor: Marina Landscape, Inc

By:
Title: (President or Vice President)

Date: 4/19/12

By:
Title: Corporate Secretary or Assistant Secretary

Date: 4/19/12
Affix Corporate Seal Below

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

Suzanne Bryant
Deputy City Attorney

6.25.12
Date

RECOMMENDED FOR APPROVAL:

Department Head

6/26/12
Date

INDEPENDENT CONTRACTOR AGREEMENT
R.F.P. NO. E-1/11
PROJECT NO. E-1/11

TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name	Marina Landscape, Inc.
Street Address	
Street Address	1900 S. Lewis Street
City, State, Zip	Anaheim, CA 92805-6621
Mailing Address	
(If same as Street Address,	Same as above
write same or same as above)	
Business Phone (with area code)	(714) 939-6600
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	
Fax Number	(714) 935-1199
Email Address	
Social Security Number	
Business License Number	
Federal Tax ID Number	95-3760820
Contractor's License Number & Classification	492862 A, B, C27 and C36

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contract Starting Date is July 1, 2011 and the Contract Ending Date is June 30, 2012. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

A. Control of Work. Except for compliance with specifications and performance standards provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Contract.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), and the City of Riverside (Riverside), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, RDA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, RDA, District, and Riverside against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Contract

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.
By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City's Risk Manager prior to

the execution of this Contract. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District, and the City of Riverside, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District, and/or the City of Riverside, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the City of amendment or cancellation , except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.

J. Termination.

1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.

2. The District may terminate this Contract without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to

services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor: 1900 S. Lewis Street, Anaheim, CA 92805-6621
[Mailing Address (Post Office Box, if applicable]
(714) 939-6600
[Telephone number]
(714) 935-1199
[Fax number]
[Email address]

With a copy to:
[Attorney for Contractor, if applicable]
[Street Address]
[Post Office Box, if applicable]
[City, State, Zip]

[Telephone number]

[Fax number]

[Email address]

To CSD: MORENO VALLEY COMMUNITY SERVICES DISTRICT
Public Works Department
Special Districts Division
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto, Senior Landscape Services Inspector
Telephone number: 951. 413-3480
Fax Number: 951. 413-3498

With a copy to: City Attorney's Office [if applicable]
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951. 413-3036
Fax number: 951. 413-3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____

Title: Mayor, acting in the capacity of President of the Board of Directors of the Moreno Valley Community Services District

Date: _____

Contractor

By: _____

Title: (President or Vice President)
(Partner)
(Joint Venturer)
(Owner)

Date: 4/4/11

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
Deputy City Attorney

10 JULY 2011
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

7/7/11
Date

By: _____

Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: 4/4/11

Affix Corporate Seal Below
(If applicable)

Attachments

Map for Site: TOWNGATE

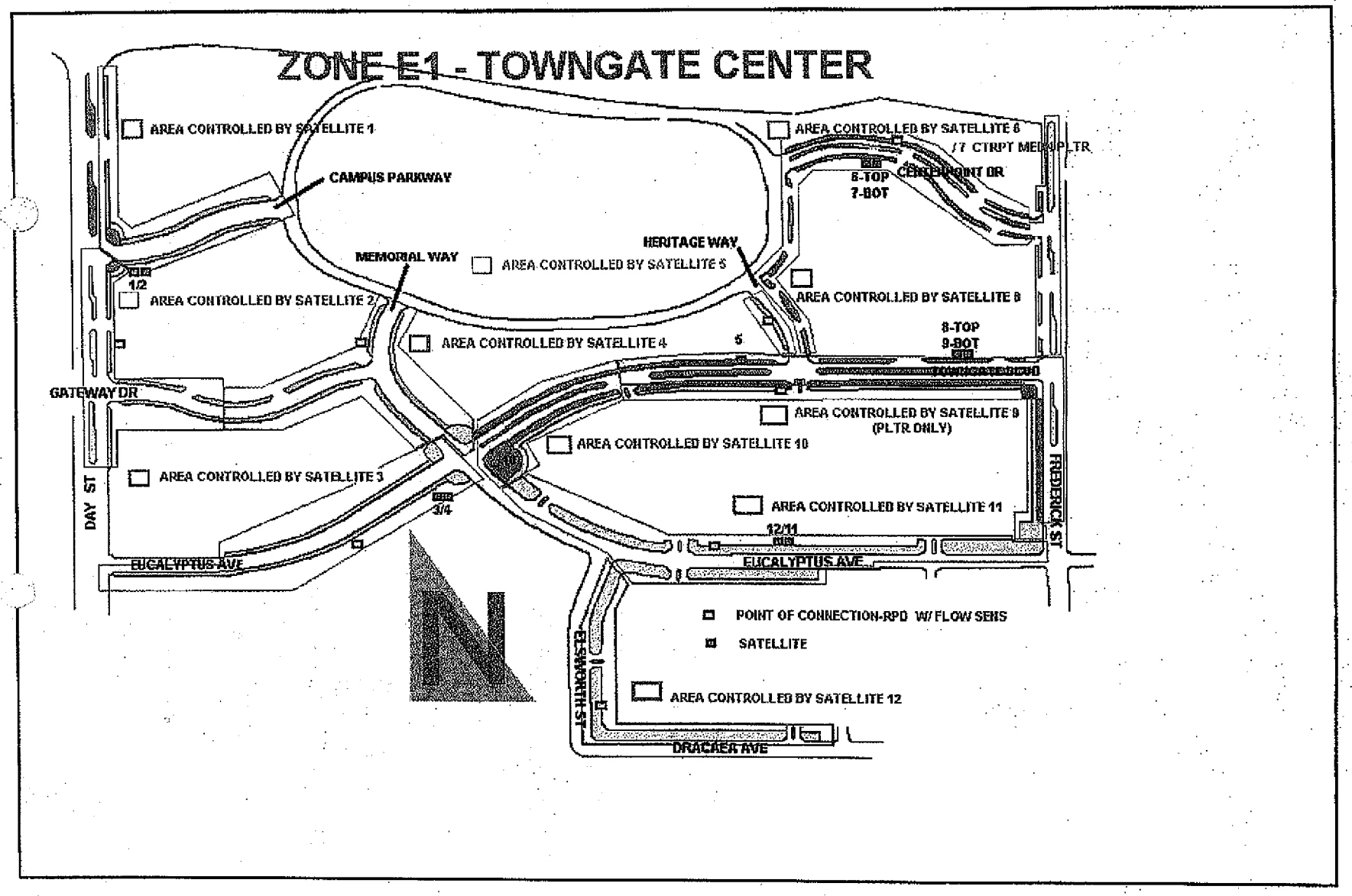

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EXHIBIT A
R.F.P. NO. E-1/11
PROJECT NO. E-1/11

TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. SCOPE OF WORK

A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 23, Project Location Map.

B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf and shrub areas designated hereunder; regularly maintain and prune trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his//her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.

E. All work shall be performed in accordance with the Technical Provisions for Full Service or Reduced Service. Determination of the level of service shall be made per written direction by the City. Service levels may be converted from Full to Reduced or from Reduced to Full with 30 days advance written notice by the City.

2. SCHEDULING OF WORK

A. The Contractor shall adhere to the facilities, equipment and staffing schedule, and monthly and annual work schedules submitted as a part of the Contractor's bid, and incorporated herein by this reference. These schedules, and any approved revisions thereto, shall be used by the District as a basis for determining Contractor's satisfactory performance.

B. Revisions to facilities, equipment, staffing, or monthly and annual work schedules shall not be implemented without the prior written approval of the Director. The Contractor shall submit proposed revisions to equipment and staffing, or monthly and annual work

schedules in writing to the District at the address as set forth in Exhibit A, Section 3, paragraph N. of the Contract at least ten (10) working days prior to commencing work per the proposed revisions.

C. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations, which shall include, but are not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

F. When inclement weather renders performance per approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor shall adjust his work force in order to accomplish those work items not affected by weather, and shall contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-performance penalties per Exhibit C, Section 4.

G. For the purposes of this Contract, "Working Days" shall be Mondays through Thursdays, excluding holidays as provided herein. The hours of maintenance service shall be from 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November

Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

3. FUNCTIONS AND RESPONSIBILITIES

A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Appendix B, Monthly Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

C. The Contractor shall perform at least one maintenance inspection weekly during daylight hours of all sites. Such inspection shall be both visual and operational, including but not limited to, operation of all automatic irrigation systems to check for proper condition, and reliability. Additionally, the Director may require the Contractor to attend meetings with the District field staff at some fixed interval to review the Contractor's operations, and schedule such future work as may be ordered by the Director. Failure to conduct said weekly inspections or attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in the Contractor's company name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph E. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone, two-way radio, or pager. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency

calls by the answering service. The above provision for Contractor's communication with the District is the minimum acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at **any** time:

1. City Manager
2. Director of Public Works
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Street Maintenance Supervisor
7. Senior Landscape Services Inspector
8. Landscape Services Inspector

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. CONTRACTOR'S STAFF

A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.

C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.

D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements..

Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to

comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations..

6. COMPLAINTS

A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.

B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above.

C. In addition to the provisions of Section 6., paragraph A. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish,

erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2010 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Exhibit A, Section 3, paragraph J of the Contract Agreement.

8. USE OF CHEMICALS

A. Before the beginning of the Contract period, the Contractor shall submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS).of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.

B. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.

D. Contractor shall report all fertilizers and pesticides used in performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3, paragraph B above. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the City that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.

B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars ($25.00) per calendar day (or portion thereof) for each worker employed in

connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

A. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

B. Repairs made to sites and site appurtenances that are damaged as a result of Acts of Nature, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Driver, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL PROVISIONS – FULL SERVICE LANDSCAPE

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed weekly-on no more than two (2) consecutive days as weather and site conditions permit. Any prolonged deviation from this schedule shall require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Provisions Full Service Fertilization, Section 18.

13. Pest control: See Technical Provisions - Full Service Pesticide Use, Section 19.

14. Aeration:

(a) All turf areas shall be aerated three (3) times annually;

(b) Aeration shall be done in the spring, mid-summer, and fall, or as directed by District field staff;

(c) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

(d) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

(e) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

(f) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions – Full Service Fertilization, Section 18.

15. Renovation/thatching operations are to be considered Additional Work, per Exhibit C., Section 2.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Any tree shall be pruned at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Trees up to eighteen feet (18') in height shall:

   (a) Be pruned to enable successful adaptation to their particular site situation;

   (b) Have no more than one-third (1/3) of living branches removed annually;

   (c) Be fertilized only as directed by District field staff.

6. Trees over eighteen feet (18') in height shall:

   (a) Be inspected annually;

(b) Pruned and/or trimmed as necessary to maintain proper site orientation;

(c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

(d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall not be allowed:

(a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

(c) Use of pruning paint/pruning compound/wound dressing;

(d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Provisions – Full Service Pesticide Use, Section 19.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Any shrub shall be pruned and/or trimmed at any time in order to:

(a) Remove dead, diseased, or damaged branches;

(b) Remove unwanted encroachments into public and/or utility rights-of-way;

(c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned:

(a) To enable successful adaptation to their particular site situation;

(b) Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

(c) As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Pruning tools shall:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices shall not be allowed:

(a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") <u>will be done only when authorized by the Director on a site-specific basis</u>.

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

(c) Use of pruning paint/pruning compound/wound dressing.

8. Fertilization: See <u>Technical Provisions - Full Service Fertilization</u>, Section 18.

9. Pest control: See <u>Technical Provisions – Full Service Pesticide Use</u>, Section 19.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed at any time in order to:

(a) Remove dead, diseased, or damaged branches/crowns;

(b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

(c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

(a) To enable successful adaptation to their particular site situation;

(b) In accordance with accepted practices for the particular species in question;

(c) As often as is necessary to accomplish the results intended in paragraphs (a) and (b) above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Pruning tools shall:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Provisions - Full Service Fertilization, Section 18.

8. Pest control: See Technical Provisions – Full Service Pesticide Use, Section 19.

E. WEED CONTROL

1. All weeds shall be continuously controlled at all sites.

2. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

3. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.

4. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

5. Chemical weed control: See Technical Provisions – Full Service Pesticide Use, Section 19.

6. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. All landscape sites shall at all times receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3.- Functions and Responsibilities. Said maintenance shall include, but not be limited to: visual and operational inspections one (1) time per week; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

3. For the purposes of these Special Provisions, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

   (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than one (1) time per week;

   (b) Be turned off during periods of rainfall, or as directed by District field staff;

   (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

   (a) Be operated only when Contractor's personnel are present on site;

   (b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;

   (c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

2. Contractor shall make a minimum of one (1) visitation per week of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walks the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of this condition.

3. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

4. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2.

5. The Contractor shall dispose of all debris and litter, as described in paragraphs 1 and 2 above, off-site, and in a legal manner.

6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

7. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in performance of contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of contract's Scope of Work at a landscape material

recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

18. TECHNICAL PROVISIONS – FULL SERVICE FERTILIZATION

A. TURF FERTILIZATION

1. Per Technical Provisions – Full Service Landscape Section 17, a humus base fertilizer shall be applied to turf areas immediately following spring and fall aeration operations. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Humus base fertilizers to be applied by drop spreader only.

3. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

6. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

			Rates per 1,000 sq. ft.	
Month	Number of Apps	Type of Fertilizer	Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification is required to Director five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

19. TECHNICAL PROVISIONS – FULL SERVICE PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.

3. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

4. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require that copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. For pesticide application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice a year, as determined by the Director.

   (b) Appropriate chemical control must be used on the following weeds.

Bermuda Grass

Kikuyu Grass
Nutsedge
Field Bindweed
Spurge

The aforementioned list is inclusive; other species may be added by the Director as necessary

(c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

(a) Snails shall be controlled on a regular basis on the following plant species:

Agapanthus africanus
Aptenia sp.
Gazania sp.
Hemerocallis sp.

(b) Snails shall be controlled on an as needed basis on all other plant material.

(c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

(a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(b) The Director may require that all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(c) The Director may require that all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(d) The Director may require that all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

   (b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

   (c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Insect and Disease Control

   (a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

   (b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

20. TECHNICAL PROVISIONS – REDUCED SERVICE LANDSCAPE

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed **bi-weekly** and completed within no more than two (2) consecutive days, weather and site conditions permitting.

Any prolonged deviation from this schedule shall require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" includes, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in onto any other site.

6. Mowing height for cool season grasses shall not exceed a maximum of three inches (3"), or minimum of two inches (2"), and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed a maximum of one and one-half inches (1½"), or a minimum of three-quarters of an inch (¾"), and shall be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Around tree trunks in turf areas, a six inch (6") ring of grass shall be removed in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.

13. Pest control: See Technical Provisions - Reduced Service Pesticide Use, Section 22.

14. Aeration is considered Additional Work, per Exhibit C., Section 2.

15. Renovation/thatching operations are considered Additional Work, per Exhibit C., Section 2.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Any tree shall be pruned at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Trees up to eighteen feet (18') in height shall:

   (a) Be pruned to enable successful adaptation to their particular site situation;

   (b) Have no more than one-third (1/3) of living branches removed annually;

   (c) Be fertilized only as directed by District field staff.

6. Trees over eighteen feet (18') in height shall:

   (a) Be inspected annually;

   (b) Pruned and/or trimmed as necessary to maintain proper site orientation;

   (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

   (d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall not be allowed:

   (a) Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

(c) Use of pruning paint/pruning compound/wound dressing;

(d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodgepole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Provisions – Reduced Service Pesticide Use, Section 22.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Any shrub shall be pruned and/or trimmed at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned:

   (a) To enable successful adaptation to their particular site situation;

   (b) Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

   (c) As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices shall not be allowed:

   (a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", or "poodling") will be done only when authorized by the Director on a site-specific basis.

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

   (c) Use of pruning paint/pruning compound/wound dressing.

8. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.

9. Pest control: See Technical Provisions – Reduced Service Pesticide Use, Section 22.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed at any time in order to:

   (a) Remove dead, diseased, or damaged branches/crowns;

   (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

   (c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

   (a) To enable successful adaptation to their particular site situation;

   (b) In accordance with accepted practices for the particular species in question;

   (c) As often as is necessary to accomplish the results intended in paragraphs (a) and (b) above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.

8. Pest control: See Technical Provisions - Reduced Service Pesticide Use, Section 22.

E. WEED CONTROL

1. All weeds shall be controlled quarterly at all sites.

2. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

3. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; non-landscaped portions of sites, as determined by the Director.

4. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

5. Chemical weed control: See Technical Provisions – Reduced Service Pesticide Use, Section 22.

6. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. All landscape sites at all times shall receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3 - Functions and Responsibilities. Said maintenance shall include, but not be limited to: visual and operational inspections one (1) time per **month**; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

3. For the purposes of these Special Provisions, routine irrigation repairs are defined

as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: a) normal "wear and tear", and; b) vandalism or theft (which includes acts or omissions by third parties) up to the amount of 11 percent of the Contractor's monthly base price as set forth in Exhibit C., Section 1. Repairs due to vandalism or theft (which includes acts or omissions by third parties) in excess of the above indicated amount may be billed as Additional Work, per Exhibit C., Section 2.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

   (a) Be inspected for, and repaired as necessary to ensure, proper operation, and coverage not less than one (1) time per month;

   (b) Be turned off during periods of rainfall, or as directed by District field staff;

   (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

   (a) Be operated only when Contractor's personnel are present on site;

   (b) Be inspected for, and repaired as necessary to ensure proper operation, and coverage not less than at each time of operation;

   (c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to repair irrigation systems shall be of the same manufacture as those originally installed, unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

2. Contractor shall make a minimum of one (1) visitation per **month** of all sites

covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walkways the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites which, in the opinion of the Director, contain an exceptional amount of litter shall be cleared by Contractor before the close of business the working day following notification of this condition.

3. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

4. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2.

5. The Contractor shall dispose of all debris and litter as described in paragraphs 1 and 2 above off-site, and in a legal manner.

   (a) The Contractor shall notify the Director immediately whenever suspicious and/or waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

   (b) Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this Contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from Contract sites by the Contractor, or any subcontractors thereunder, in performance of Contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of Contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of the Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information

requested and include, on a separate Monthly Greenwaste Report form, any greenwaste generated by any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

21. TECHNICAL PROVISIONS – REDUCED SERVICE FERTILIZATION

A. TURF FERTILIZATION

1. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs
OCT	1	22-5-5*	1.25	5.7 lbs

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See following section on fertilizers.

**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See following sections, below, regarding fertilizers.

2. A humus base fertilizer shall be applied to turf areas immediately following aeration operations.

3. Humus base fertilizers are required to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply the Director with a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

6. Written notification to the Director is required five (5) days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Applications	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
APR	1	23-5-10*	1.5	6.5 lbs

* 23-5-10/BEST® POLY SUPREME or approved equal.

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

3. Contractor shall supply to the Director with a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required five (5) days prior to fertilizer application.

5. Fertilizer application reporting specifications, - See Section 3. – Functions and Responsibilities and Section 8 – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

3. Contractor shall supply a list of all proposed fertilizers to be used in the fulfillment of said contract to the Director, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required five (5) days prior to fertilizer application.

5. Fertilizer application reporting specifications, - See Section 3. – Functions and Responsibilities and Section 8. – Use of Chemicals.

22. TECHNICAL PROVISIONS – REDUCED SERVICE PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.

3. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Contract.

4. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used in the fulfillment of said Contract, per Section 8 – Use of Chemicals. A valid written pesticide use recommendation for each pesticide listed shall be submitted concurrently with this list. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides so listed shall be submitted in writing to the Director for approval prior to use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for filing all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. Pesticide application reporting specifications, - See Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

3. A five (5) working day written notice shall be given to the Director prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

(a) Weed Control – Application of pre-emergent herbicides shall be considered Additional Work, per Exhibit C., Section 2.

(b) Appropriate chemical control must be used on the following weeds.

Bermuda Grass
Kikuyu Grass
Nutsedge
Field Bindweed
Spurge

This list is inclusive; other species may be added by the Director as necessary.

(c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

Application of molluscicides shall be considered Additional Work, per Exhibit C., Section 2.

3. Insect and Disease Control

Insect and Disease Control - Application of insecticides/fungicides shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

Weed Control – Application of pre-emergent herbicides shall be considered Additional Work, per Exhibit C., Section 2.

2. Insect and Disease Control

Insect and Disease Control - Application of insecticides/fungicides shall be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of notification from the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-1 • Towngate

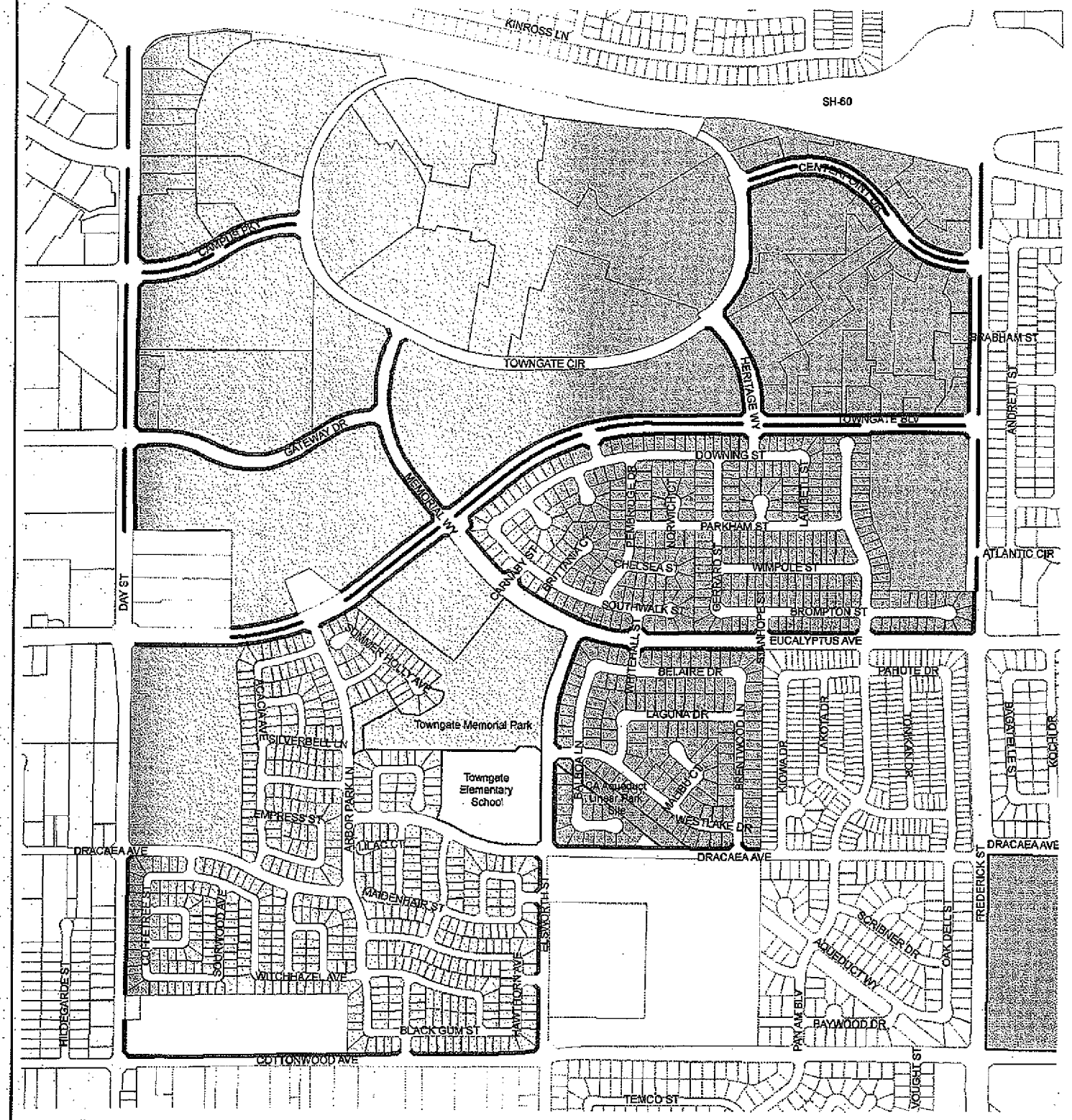

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be reproduced or resold.

N W E S

Landscaped Parkway
Landscaped Median
Zone E-1 Parcels

Map Created by Moreno Valley GIS
Print Date: November 29, 2007
File: G:\ArcMap\Special Districts\E1_8.5x11.mx

Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E-1A • Walls/Internal Landscape Maintenance

Map Produced by Moreno Valley Geographic Information System
File: G:\ArcMap\Special Districts\ E1A_8.5x11.mxd
November 29, 2007

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CSD Maintained Aterial Walls

CSD Maintained Landscape and Internal Walls

Zone E-1A Parcels

MORENO VALLEY
WHERE DREAMS SOAR

EXHIBIT B: District Responsibilities
R.F.P. NOE-1/11
PROJECT NO. E-1/11

TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACT SUPERVISION

A. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.

B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C: Payment Terms
R.F.P. NO E-1/11
PROJECT NO. E-1/11

TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACTOR'S COMPENSATION

A. The Contractor will be paid monthly per site for work performed satisfactorily under this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports for the: 1) maintenance performed, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month. These reports shall be accompanied by a billing in accordance with the Contract price for the work performed, and shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved.

B. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of eight thousand one hundred and fifty-eight dollars and ninety/100 ($8,158.90) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed ninety-seven thousand, nine hundred and six dollars and eighty/100 ($97,906.80), except as provided for in Section 2 below.

C. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2., paragraph C. herein this Exhibit, ("Additional Landscape Areas"), in addition to the work set forth in Exhibit A, Contractor's Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Section 9, or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2, paragraph B. below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization,

the Contractor must submit a written estimate to the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made of a new installation, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in the Exhibit E, Section 9, shall be prorated from the day the Contractor commences work on the additional areas.

D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Section 9. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).

E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of $9,790.68 for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

A. Work required in the General or Special Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the District to allow for explanations.

EXHIBIT D: Term of Contract
R.F.P. NO. E-1/11
PROJECT NO. E-1/11

TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. TERM OF CONTRACT

A. Following approval by both parties, the Contract will commence on July 1, 2011, and shall terminate twelve (12) months thereafter.

B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.

C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.

E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

R.F.P. NO. E-1/11
PROJECT NO. E-1/11

TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

R.F.P. NO.E-1/11
PROJECT NO. E-1/11

TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

1. SCHEDULE I

A. COMPANY NAME: MARINA LANDSCAPE INC.

TYPE
- Sole proprietor _____
- Partnership _____
- Corporation X

B. COMPANY ADDRESS/PHONE NUMBER

MAIN OFFICE ADDRESS:
1900 S. LEWIS STREET
ANAHEIM, CA 92805

MAIN OFFICE PHONE NUMBER: (714) 939-6600

SATELLITE OFFICE ADDRESS (if applicable):
N/A

SATELLITE OFFICE PHONE NUMBER N/A

C. CONTRACTOR'S LICENSING INFORMATION:

LICENSE NUMBER/CLASSIFICATION/NAME STYLE: #492862 A, B, C27, C36
CORPORATION

NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 25

LICENSE EXPIRATION DATE: 6/30/2012

CURRENT LICENSE STATUS: ACTIVE

R.F.P. NO. E-1/11

PRIOR ACTIONS AGAINST THIS LICENSE? Yes / No
IF YES, LIST CITATION TYPE AND HOW RESOLVED: N/A

D. COMPANY'S FEDERAL IDENTIFICATION NO.: 95-3760820

E. NAME AND TITLE OF COMPANY OFFICERS:

Robert Cowan	President & Secretary
Ali Tavakoli	Vice President of Construction
Teri Nguyen	CFO

F. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES: 39

G. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 39

H. CURRENT LANDSCAPE MAINTENANCE OPERATIONS

THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED TO THIS QUESTION (QUESTION H.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

TOTAL LANDSCAPE MAINTENANCE CONTRACTS: 155
PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 15%
TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS:
$ 11,000,000 / YEAR

1. NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS: 8	AVERAGE WAGE SCALE: $ 32	/HR.*
TECHNICIANS: 12	AVERAGE WAGE SCALE: $ 22	/Hr.*
FOREMEN: 45	AVERAGE WAGE SCALE: $ 19.65	/Hr.*
LABORERS: 320	AVERAGE WAGE SCALE: $ 15	/Hr.*

*Use fully burdened rate (i.e., taxes, insurance, benefits, OH &P) - This is a prevailing wage project.

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

A. MOTOR VEHICLES
- TYPE: Ford F-250 NUMBER: 78
- TYPE: Ford F-350 NUMBER: 15

- TYPE: Dump Truck NUMBER: 2
- TYPE: Low Boy Trailer NUMBER: 2

B POWER EQUIPMENT

- TYPE: Ex Mark Laser Mower NUMBER: 32
- TYPE: Toro Pro-Line 36" Mower NUMBER: 45
- TYPE: Power-Edge Edger NUMBER: 57
- TYPE: Stihl Blowers NUMBER: 110

I. REFERENCES

ATTACH RESPONSES ON ADDITIONAL SHEETS - ONE SHEET PER REFERENCE

1. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.
2. REFERENCE RESPONSES MUST INCLUDE:
   A. NAME AND ADDRESS OF AGENCY;
   B. NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
   C. CONTRACT NAME(S) / NUMBER(S);
   D. ANNUAL CONTRACT AMOUNT(S);
   E. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
   F. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
   G. LENGTH OF CONTRACT(S).
3. **THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:**
   A. How many (number) of contracts and years under contract?
   B. What are/were the Scope of the contract(s), acreage amounts, location(s)?C. What are/were the Contract amount(s)?
   D. Do/did they have adequate (quantity/quality) staffing?
   E. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
   F. Does staff have the ability to comprehend/speak English?
   G. How are/were the appearance, uniforms, and use of safety equipment?
   H. Do/did they have availability of additional personnel for extra work/special projects?
   I. Is/was the equipment used in good working order?
   J. Do/did they have an effective in-company communications system?
   K. How is/was the knowledge of project/contract standards?
   L. Do/did they have the ability to respond to complaints/requests in a timely fashion?

Marina Landscape Inc.

Landscape Maintenance References

City of Anaheim, CA - Eastside Resort District **120 acres**

Contact: Dan Oregel
(714) 765-6961
Fax: (714) 765-5288
doregel@anaheim.net

200 S. Anaheim Blvd.,
Anaheim, CA 92805

$950,000 / year
9/1/09-present

Lake Forest Sports Fields **100 acres**
(2010 C.L.C.A. First Place Prize – Sports Fields Maintenance)

Contact: Oscar Garcia
(949) 283-1737
Fax: (949) 461-3512
lestevez@ci.lake-forest.ca.us

25550 Commercentre Dr., Suite 100
Lake Forest, CA 92630

$650,000/year
1/1/10 – 12/31/2012

Culver City – City wide landscape maintenance **65 acres**

Contact: Patrick Reynolds
(310) 253-6471
Fax: (310) 253-6666
patrick.reynolds@culvercity.org

4117 Overland Avenue
Culver City, CA 90230

$400,000 / year
8/1/09-present

M. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
N. How accurate & timely is/was billing/invoicing?
O. Have Contract(s) been successfully completed to term?
P. Would you accept future proposals/bids from this company?

2. PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

A. **Facilities** – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

1900 S. Lewis Street
Anaheim, CA 92805

B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **Equipment:**

See Below

2. **Motor Vehicles:**

Ford F-250 Crew Cab

3. **Turf Maintenance Power Equipment/Tools:**

Exmark Lazer or Toro 36" mower
Weed Eaters
Power-Edge Edgers
Backpack Blowers

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4. **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**
(List both powered and hand equipment/tools)

Pole Hedge Trimmers
Power Edgers
Weed Eaters
Hedge Trimmers
Rake & Brooms
Stihl Backpack Blowers
Various Hand Tools

5. **Irrigation System Maintenance Equipment:**
(List both powered and hand equipment/tools)

Remote Control
Wire Tracers
Pumps
Retractors
Various Toners/Volt Meters
Cutting Tools
Glue
Wrenches
Routine Irrigation Repair Parts.

6. **Fertilizer Application Equipment:**
(List both powered and hand equipment/tools)

Walk Behind Spreaders
Wide Applicator
Hand Spreaders
Deep-Root Injector (If needed)

7. **Pesticide Application Equipment:**
(List both powered and hand equipment/tools)

350-Gallon Spray Rig (If needed)
Backpack Sprayers
Tree Gun
Trailor Mounted Wide Spray Applicator

C. **Staff**: - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**
(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

SEE ATTACHED

2. **Tree Trimming/Maintenance:**
(List any ISA or equivalent certified personnel)

VICTOR SOLIS - ISA CERTIFIED TREE TRIMMER

3. **Irrigation System Maintenance:**
(List technical personnel – include any relevant education, certification, licensing information for each person listed)

JOSE LUIS SOLANO - CERTIFIED IRRIGATION TECHNICIAN
CHRIS CURRY - CERTIFIED AUDITOR
GUSTAVO CAMPOS - CERTIFIED IRRIGATION TECHNICIAN
- BACKFLOW INSPECTOR

4. **Pesticide Application:**
(List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.)

ROBERT COWAN - PCL, PCA
VICTOR GARIBAY - QAL

Key Personnel

Marty Stowell, Superintendent, Operations Manager

Marty has been in the landscaping industry for over 30 years. He is responsible for the entire Maintenance Operations Department which includes overseeing all of our maintenance jobs and crews. Marty's expertise is found in maintaining city-wide maintenance contracts and HOAs in Southern California. His keen eye for scheduling and the utilization of our crews makes our maintenance operations very efficient and effective. Marty also has vast knowledge in landscape irrigation and installation, estimating and construction.

Jose Luis Solano, Supervisor, Landscape Maintenance

Jose Luis has been working in the landscape industry for over 18 years. His landscape background includes management, irrigation, maintenance and arbor care. Jose Luis is responsible for a crew of 55 employees maintaining large public and private parks, sports venues and commercial landscapes in Los Angeles and Orange Counties. Jose Luis is especially familiar with irrigation repair and maintenance. Notable projects include Anaheim Resort District, Anaheim, CA; Yorba Park, Yorba Linda, CA; and Seal Beach Naval Housing, Seal Beach, CA and Rancho Palos Verdes Parks and Trails.

City of Rancho Palos Verdes (Parks and Trails)

Currently

- Oversee the full-time maintenance crews spread out over the City's 200 acres of parks, trails and landscaped areas.
- Daily maintenance of all baseball fields, parks, trees, trails, landscapes, irrigation and facilities
- Turf renovations include, aerating, verti-cutting, overseeding/reseeding, topdressing, fertilizing, and establishing
- In charge of granular/foliar applications of fertilizer/herbicide/insecticide/ fungicide/PGR

City of Anaheim, General Supervisor on our Anaheim Projects

- Eastside Resort District, Landscape and Power Washing
- Anaheim Convention Center
- Anaheim Parks, Mowing and Trash
- Anaheim Family Justice Center
- Little Warner Basin
- Anaheim Civic Center

Angie Trejo, Office Manager, Landscape Maintenance

Rosa has over 15 years experience in landscape industry, and joined the Marina family in 2007. Angie's key strengths as an office manager include client relations and accounting. Angie is responsible for accounts payable, accounts receivable, payroll reports, and customer service. Angie is also fluent in both English and Spanish.

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PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE
E-1 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 Mow / Edge Planters Weed Control Litter Control 4 men - 8 hrs ea.	Planters Weed Control Litter Control 2 men - 8 hrs. Irrigation Tech 8 hrs.	Planters Weed Control Litter Control Rodent Control Disease Control 1 man - 8 hrs.	Planters Weed Control Litter Control Trees 3 men - 8 hrs.	/
WEEK #2 Same as Week #1 →				/
WEEK #3 Same as Week #1 →				/
WEEK #4 Same as Week #1 →				/

R.F.P. NO. E-1/11

PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE
E-1 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 Mow/Edge Planters Weed Control (Quarterly) Litter Control 3 men-8 hrs.	Planters Litter Control Rodent Control 2 men-8 hrs.	Planters Irrigation Tech 6 hrs.	Planters Litter Control Trees 2 men-8 hrs.	/
WEEK #2 Planters Litter Control Rodent Control 2 men-8 hrs.	Planters Litter Control Rodent Control 2 men-8 hrs.	Planters Irrigation Tech 6 hrs.	Planters Litter Control Disease Control 2 men-8 hrs.	/
WEEK #3 Same As Week #1 →				/
WEEK #4 Same As Week #2 →				/

R.F.P. NO. E-1/11

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE
E-1A MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1		Planters Weed Control Litter Control Pest & Disease Trees Irrigation Tech 4 hrs. 2 men - 6 hrs.		
WEEK #2 Same as Week #1				
WEEK #3 Same as Week #1				
WEEK #4 Same as Week #1				

R.F.P. NO. E-1/11

PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE
E-1A MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1		Planters Weed Control Litter Control Rodent & Disease Trees Irrigation Tech 2 HRS. Mow - 6 HRS.		
WEEK #2 Same as Week #1 →				
WEEK #3 Same as Week #1 →				
WEEK #4 Same As Week #1 →				

R.F.P. NO. E-1/11

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE
E-1 ANNUAL SCHEDULE SHEET

JANUARY Monthly Reports.	**FEBRUARY**	**MARCH** Ensure Ground Covers is Pruned - 80 hrs.
APRIL Aerate Turf - 8 hrs Humus Fertilizer - 8 hrs. Shrub & G.C. Fert. - 8 hrs.	**MAY**	**JUNE** Ensure Ground Cover is Pruned, 80 hrs.
JULY Aerate Turf 8 hrs	**AUGUST**	**SEPTEMBER** Ensure Ground Cover is Pruned - 80 hrs. Ensure Shrubs Are Pruned - 160 hrs. Shrub & G.C. Fert - 8 hrs.
OCTOBER Aerate Turf 8 hrs. Humus Fertilizer - 8 hrs.	**NOVEMBER** Inspect All Trees over 18'	**DECEMBER** Ensure Ground Cover is Pruned - 80 hrs.

R.F.P. NO. E-1/11

PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE
E-1 ANNUAL SCHEDULE SHEET

JANUARY	**FEBRUARY** Turf Fert - 8 hrs.	**MARCH** Ensure G.C. is Pruned - 80 hrs. Weed Control - 40 hrs.
APRIL Shrub & G.C. Fert - 8 hrs.	**MAY**	**JUNE** Ensure G.C. is Pruned - 80 hrs. Weed Control - 40 hrs. Turf Fert - 8 hrs.
JULY	**AUGUST**	**SEPTEMBER** Ensure G.C. is Pruned - 80 hrs. Weed Control - 40 hrs.
OCTOBER	**NOVEMBER** Inspect trees over 18' Ensure Shrubs are pruned - 40 hrs.	**DECEMBER** Ensure G.C. is Pruned - 80 hrs. Weed Control - 40 hrs.

R.F.P. NO. E-1/11

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE
E-1A ANNUAL SCHEDULE SHEET

JANUARY Monthly Reports	**FEBRUARY**	**MARCH** Ensure Ground Cover is Pruned - 40 hrs.
APRIL Shrub & G.C. Fert. - 8 hrs.	**MAY**	**JUNE** Ensure Ground Cover is Pruned - 40 hrs.
JULY	**AUGUST**	**SEPTEMBER** Ensure Ground Cover & Shrubs are Pruned - 80 hrs. Shrub & G.C. Fert. - 4 hrs.
OCTOBER	**NOVEMBER** Inspect all Trees over 18'.	**DECEMBER** Ensure Ground Cover is Pruned - 40 hrs.

R.F.P. NO. E-1/11

PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE
E-1A ANNUAL SCHEDULE SHEET

JANUARY	**FEBRUARY**	**MARCH** Ensure G.C. is Pruned - 40 hrs. Weed Control - 20 hrs.
APRIL Shrubs & G.C. Fert - 8 hrs.	**MAY**	**JUNE** Ensure G.C. is Pruned - 40 hrs. Weed Control - 20 hrs
JULY	**AUGUST**	**SEPTEMBER** Ensure G.C. is Pruned - 40 hrs. Weed Control - 20 hrs.
OCTOBER	**NOVEMBER** Inspect all Trees over 18' Ensure Shrubs are Pruned - 40 hrs.	**DECEMBER** Ensure G.C. is Pruned - 40 hrs. Weed Control - 20 hrs.

4. PROPOSED ANNUAL MATERIAL SCHEDULE

A. Fertilizers:

List the fertilizers to be furnished to execute work tasks specified in Exhibit A. Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Best Poly Supreme	2,000 LBS.	$1,500
Humus Fert.	1,800 LBS.	$1,225

B. Pesticides:

List pesticides to be furnished to execute work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Round-Up	4 Gallons	$350
Giant Destroyer	2 cases	$200
Dimension (if needed)	500 LBS.	$650

5. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

A. Communications:

The General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Scope of Services .specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

See Attached

B. Traffic Safety:

The General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

See Attached

Communications:

Every morning our whole office and field staff reports to the Anaheim yard. We are directed by the Operations Manager and Supervisors about routes and duties. There is constant communication between all levels of operations via cell phones which are carried by all crews.

All emergency calls can be directed to our office phone number at (714) 939-6600. The after-hour emergency system will re-direct the call to Juan Galindo, who is our emergency on-call supervisor. He will immediately contact Stephen Guise, VP of Maintenance Operations, and Jose Luis Solano, Supervisor, to let them know of the situation. They will determine the best course of action and remedy the situation. This system ensures all levels of management are aware of any emergencies that may arise.

Traffic Safety:

We will set up our traffic control in accordance with the Caltrans's MUTCD Part 6. We will set up an advanced warning sign next to the curb 200 feet from the start of the working area. From that point, cones will be placed next to the curb every 30 feet until the work area is cleared, to let drivers know that work is in progress near the road. In the event we need to close a land of traffic, our trucks have the flashing light hookups. Using flashing lights, cones, warning signs, and channelizing techniques, we can direct traffic safely away from our workers. However, we do not intend to close down any lanes of traffic.

C. **Greenwaste Recycling:**

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

See Attached

MARINA GREEN PLAN

Marina is a landscape firm committed to the environment in everyway The company's diverse projects reflect this commitment, recreation facilities, sport fields, golf courses, hotels, resorts, commercial and industrial developments, public facilities, streetscapes, highway beautification, wetlands, re-vegetation zones, and housing developments.

Marina's landscape projects have won numerous awards from public and private agencies, and contractors' associations.

Marina Landscape is also working in the community as a leader in recycling of "green waste", trash and green waste are separated and disposed of properly. All green waste generated through the maintenance of this project will be delivered to our recycle center where the materials can be re-used to benefit the environment. Receipts will be available for inspection at anytime upon request by the City of Moreno Valley.

Marina Landscape Inc. also mulches the green waste collect from our jobsites, at our in-house location.

Regional Material Recovery
Anaheim Disposal Inc.
1131 N. Blue Gum Street
Anaheim, CA 92805
(714) 238-3300

6. LIST OF SUBCONTRACTORS

A. SUBCONTRACTORS:

In compliance with the provisions of Government Code, Section 4102, the undersigned Proposer sets forth the name and location (address) of the place of business of each subcontractor who will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
N/A		

R.F.P. NO. E-1/11

7. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE _____

PRINTED NAME Robert Cowan

TITLE President

COMPANY NAME Marina Landscape Inc.

DATE 2/2/11

R.F.P. NO. E-1/11

8. PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the Moreno Valley Community Services. District and Marina Landscape Inc., and further, the aforesaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind Marina Landscape Inc. to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. -- Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT (PRINTED), SIGNED AND DATED

SIGNATURE _____

NAME Robert Cowan

TITLE President

COMPANY NAME Marina Landscape Inc.

DATE 2/2/11

R.F.P. NO. E-1/11

9. SCHEDULE II

A. BID SCHEDULE

PROPOSER: Marina Landscape Inc.
(Company Name)

SITE	SERVICE LEVEL	ESTIMATED AREA	COST PER SQ. FT.	COST PER MONTH	COST PER TWELVE MONTHS
E-1 LANDSCAPE PARKWAYS & MEDIANS (currently full service)	Full	Planter: 294,598 sq. ft.	$ .01413	$ 4,162.67	$ 49,952.04
		Turf: 148,104 sq. ft.	$ .02035	$ 3,013.92	$ 36,167.04
	Reduced	Planter: 294,598 sq. ft.	$ .00948	$ 2,792.79	$ 33,513.48
		Turf: 148,104 sq. ft.	$ .01365	$ 2,021.62	$ 24,259.44
E-1 LANDSCAPE DAY ST. MEDIANS (currently full service)	Full	Planter: 3,080 sq. ft	$ .01563	$ 48.14	$ 577.68
		Turf 8,800 sq. ft.	$ .01641	$ 144.41	$ 1,732.92
	Reduced	Planter: 3,080 sq. ft	$ .01048	$ 32.28	$ 387.36
		Turf 8,800 sq. ft.	$ .01101	$ 96.89	$ 1,162.68
E-1A LANDSCAPE PARKWAYS & MEDIANS (currently reduced service)	Full	Planter 72,655 sq. ft.	$ .01621	$ 1,177.74	$ 14,132.88
	Reduced	Planter 72,655 sq. ft.	$ .01087	$ 789.76	$ 9,477.12

The Total Amount of the Service Proposal shall be based on current service levels (**Full service for E-1 Parkways & Medians and Day St. Medians, Reduced service for E-1A Parkways & Medians**):

Figures: 97,906 and 80 /100's Dollars

Words: Ninety-Seven Thousand Nine Hundred Six and 80 /100's Dollars

All work shall be performed in accordance with the Technical Provisions for Full Service or Reduced Service. Determination of the level of service shall be made per written direction by the City. Service levels may be converted from Full to Reduced or from Reduced to Full with 30 days advance written notice by the City.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway, irrigation, and landscaping as set forth in Exhibit A: Scope of Work of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). N/A **has/have been received and is/are made a part of this proposal.**

President 2/2/11
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

R.F.P. NO. E-1/11

B. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibit A and Exhibit C

UNIT PRICES (Includes all labor and materials)

1. 1 gal. shrub/vine/ground cover in place	@	$ 10	ea
2. 5 gal. shrub/vine/ground cover in place	@	$ 26.50	ea
3. 5 gal. tree in place (stakes included)	@	$ 35 –	ea
4. 15 gal. tree in place (stakes included)	@	$ 100 –	ea
5. 24" box tree in place (stakes included)	@	$ 300 –	ea
6. 36" box tree in place (guy wires included)	@	$ 850 –	ea
7. Flat of ground cover in place	@	$ 24.50	ea
8. Planter bed mulch in place	@	$ 75	/cu. yd
9. Additional labor	@	$ 21.50	/man hour
10. Additional Irrigation Technician	@	$ 45 –	/man hour

PROPOSER: MARINA LANDSCAPE INC.
(Company Name)

R.F.P. NO. E-1/11

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

ROUTINE IRRIGATION REPAIR PRICES

1. Irrigation repair parts for routine repairs @ cost plus 15 %

2. Unit prices for Additional Work (additional **FULL SERVICE** landscape areas) per Exhibit C, Section 2.

   A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ .015 /sq. ft./mo.

   B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ .017 /sq. ft./mo.

3. Unit prices for Additional Work (additional **REDUCED SERVICE** landscape areas) per Exhibit C, Section 2.

   A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ .01 /sq. ft./mo.

   B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ .012 /sq. ft./mo.

4. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: Marina Landscape Inc.
(Company Name)

R.F.P. NO. E-1/11

10. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, Section 9 (Schedule II) A. "Bid Schedule"):

Ninety-Seven Thousand Nine Hundred Six & 80/100
(Dollar Amount in Words)

$ 97,906.80
(Dollar Amount in Figures)

Date: 2/2/11

Proposer: Marina Landscape Inc.
(Company Name)

By: [signature]
(Signature)

Title: President

State License Number and Classification: #492862 A,B,C27,C36

If a corporation, complete the following:
INCORPORATED UNDER LAWS OF THE STATE OF California

PRESIDENT Robert Cowan

(Corporate Seal)

SECRETARY Robert Cowan

11. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is cash, a cashier's check, or a certified check, or a Proposal Surety Bond for 10% of Total Bid, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated 2/2/11

Signature of Proposer

By Marina Landscape Inc

Address of Proposer 1900 S. Lewis Street
Anaheim, CA 92805

Telephone Number of Proposer (714) 939-6600

Names and Addresses of Members of the Company:

Robert Cowan 1900 S. Lewis Street, Anaheim, CA 92805

Richard Cowan 1900 S. Lewis Street, Anaheim, CA 92805

(If a Corporation)

Signature of Proposer

By Robert Cowan

Title President

Business Address 1900 S. Lewis Street
Anaheim, CA 92805

R.F.P. NO. E-1/11

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of CALIFORNIA

State License Number and Classification # 492862 A,B,C21,C36

PRESIDENT ROBERT COWAN

SECRETARY ROBERT COWAN

TREASURER ROBERT COWAN

(Corporate Seal)

R.F.P. NO. E-1/11

12. PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Marina Landscape, Inc.

_____, as

principals, and Berkley Regional Insurance Company, a duly

authorized corporate surety: Business Address 505 N. Brand Blvd., Suite 1040, Glendale, CA 91203

_____,

Phone ( ) 818-550-1403, are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of Ten percent of the total amount of the bid Dollars, ($ 10%), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly, and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about to hand in and submit to the Board of Directors of the Moreno Valley Community Services District, a proposal for **PROJECT NO. E-1/11 - TOWNGATE, MAINTENANCE OF PARKWAY & MEDIAN LANDSCAPING AND IRRIGATION**, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said Board of Directors, and if the said principal shall fail or neglect to enter into a Contract therefor within the required time, then in that case the undersigned obligors will pay to the Moreno Valley Community Services District the full sum of Ten percent of the total amount of the bid Dollars,

($ 10%), as liquidated damages for such failure and neglect.

WITNESS our hands this 27th day of January, 20 11.

(SIGNATURE PAGE FOLLOWS)

R.F.P. NO. E-1/11

Proposal Surety Bond (cont.)

PRINCIPAL	CORPORATE SURETY
Name: Marina Landscape, Inc.	Name: Berkley Regional Insurance Company
Address: 1900 S. Lewis St., Anaheim, CA 92805	Address: 505 N. Brand Blvd., Suite 1040
Tel. No.: 714-939-6600	Tel. No.: 818-550-1403
By:	By: Attorney-in-Fact Matthew J. Coats

SIGNING INSTRUCTIONS

- **The Bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.**
- **The Bond shall include attached Notary Certificates for the Attorney-in-Fact and the Principal.**
- **The Bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).**
- **The Bond shall include the address at which the Principal and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).**

If any of the above items are omitted, the proposal will be considered non-responsive and will be rejected.

State of California)

County of ORANGE)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On 1/27/2011 before me, A PEREZ, NOTARY PUBLIC,
(here insert name and title of the officer)

personally appeared ROBERT B. COWAN

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

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

WITNESS my hand and official seal.

NRO1 A. PEREZ COMM. #1907061 Notary Public - California Orange County My Comm. Expires Oct. 7, 2014 NRO1

Signature

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document

titled/for the purpose of

containing _____ pages, and dated

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-Fact
- ☐ Corporate Officer(s) _____ Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other:

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

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CALIFORNIA
ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Orange

On JAN 27 2011 before me, Adelaide C. Hunter, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

ADELAIDE C. HUNTER
Commission # 1808793
Notary Public -- California
Orange County
My Comm. Expires Aug 8, 2012

No. 7987

POWER OF ATTORNEY
BERKLEY REGIONAL INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Linda D. Coats, Matthew J. Coats, Douglas A. Rapp or Timothy D. Rapp of Coats Surety Insurance Services, Inc. of Laguna Hills, CA*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Twenty Five Million and 00/100 Dollars ($25,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"**RESOLVED**, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 4 day of June, 2010.

Attest: Berkley Regional Insurance Company

(Seal) By _____ By _____
Ira S. Lederman — Senior Vice President & Secretary
Jeffrey M. Hafter — Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 4 day of June, 2010, by Jeffrey M. Hafter and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

EILEEN KILLEEN
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2012

Eileen Killeen
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 27th day of January, 2011.

(Seal)

Steven Coward

WARNING: Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void if the background imprint, warning and watermark (on reverse side) are not present. The certification seal at the bottom is embossed.

MV00203556

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE Nº 07068
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY *THAT, Pursuant to the Insurance Code of the State of California,*

Berkley Regional Insurance Company

of Wilmington, Delaware *, organized under the laws of* Delaware *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance:* Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous *as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 2nd *day of* March, 2001, *I have hereunto set my hand and caused my official seal to be affixed this* 17th *day of* April, 2002

Harry W. Low
Insurance Commissioner

By Victoria S. Shbury
Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the convenants made in the application therefor and the conditions contained herein.

FORM CD-3

CDF 00 00391

R.F.P. NO. E-1/11

13. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF Riverside)§

(NAME) Robert Cowan, affiant being first duly sworn, deposes and says:

That he or she is President of
(sole owner, partner or other proper title)

Marina Landscape Inc. the party making the
(Contractor)

foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: Marina Landscape Inc.

Bidder's Address: 1900 S. Lewis Street
Anaheim, CA 92805

Telephone No.: (714) 939-6600

(Signature of Bidder) President
(Title)

ALL SIGNATURES MUST BE NOTARIZED

State of California)

County of ORANGE)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On 1/27/2011 before me, A PEREZ, NOTARY PUBLIC,
(here insert name and title of the officer)

personally appeared ROBERT B. COWAN

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

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

A. PEREZ
COMM. #1907061
Notary Public - California
Orange County
My Comm. Expires Oct. 7, 2014

WITNESS my hand and official seal.

Signature

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document

titled/for the purpose of

containing _____ pages, and dated

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-Fact
- ☐ Corporate Officer(s) _____ Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other:

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

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APPENDIX A: PREVAILING WAGE DETERMINATION

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

DETERMINATION: SC-LML-2008-1
ISSUE DATE: February 22, 2008
EXPIRATION DATE OF DETERMINATION: December 31, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

		Employer Payments					Straight-Time		Overtime
LOCALITY:	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2X
Imperial	$8.00	-	-	[a]0.115	0.17	-	8	[b]8.285	[b]12.285
Inyo, Mono and San Bernardino	8.00	-	-	0.30	0.17	-	8	8.47	12.47
Kern	8.00	-	-	[c]0.16	0.17	-	8	[b]8.33	[b]12.33
	10.00	-	-	[d]0.27	0.46	-	8	[b]10.73	[b]15.73
Los Angeles	8.00	0.89	-	[e]0.115	0.14	-	8	[b]9.145	[b]13.145
Orange	8.00	-	-	[f]0.11	0.11	-	8	[b]8.22	[b]12.22
Riverside	8.00	-	-	[g]0.20	0.16	-	8	[b]8.36	[b]12.36
San Diego	8.00	-	-	0.22	0.115	-	8	8.335	12.335
	8.00	-	-	0.24	0.12	-	8	8.36	12.36
San Luis Obispo	8.00	-	-	[h]0.15	0.15	-	8	8.30	12.30
	8.00	-	-	[i]0.16	0.16	-	8	8.32	12.32
Santa Barbara	8.00	-	-	[j]0.12	0.12	-	8	[b]8.24	[b]12.24
	8.00	-	-	[k]0.13	0.13	-	8	[b]8.26	[b]12.26
Ventura	8.00	-	-	0.115	0.16	-	8	8.275	12.275
	8.00	2.97	-	[l]0.19	0.26	-	8	[b]11.42	[b]15.42

Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

[a] $0.22 after 3 years of service.
[b] Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
[c] $0.31 after 2 years of service.
[d] $0.54 after 2 years of service: $0.81 after 3 years of service.
[e] $0.24 after 3 years of service: $0.37 after 7 years of service.
[f] $0.22 after 4 years of service.
[g] $0.40 after 3 years of service.
[h] $0.23 after 2 years of service.
[i] $0.27 after 2 years of service.
[j] $0.38 after 3 years of service.
[k] $0.29 after 2 years of service.
[l] $0.31 after 2 years of service.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Travel and subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

APPENDIX B: MONTHLY REPORT FORM

PROJECT NO._____

MONTHLY REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT

MONTH OF _____,20___

MAINTENANCE • DATE(S) • TYPE: MOW/EDGE TRIM/PRUNE-WEED LITTER-IRRIGATION	FERTILIZER • DATE(S) • PRODUCT/ANALYSIS • AMOUNT/AREA • CROP	PESTICIDES • DATE(S) • PRODUCT • AMOUNT/AREA • TARGET PEST	COMPLAINTS • DATE(S) RECEIVED • COMPLAINT/ACTION • DATE CORRECTED	HAZARDS • DATE(S) NOTED • HAZARD TYPE • MVCSD NOTIFIED • DATE CORRECTED
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

MV00203561

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-1 • Towngate

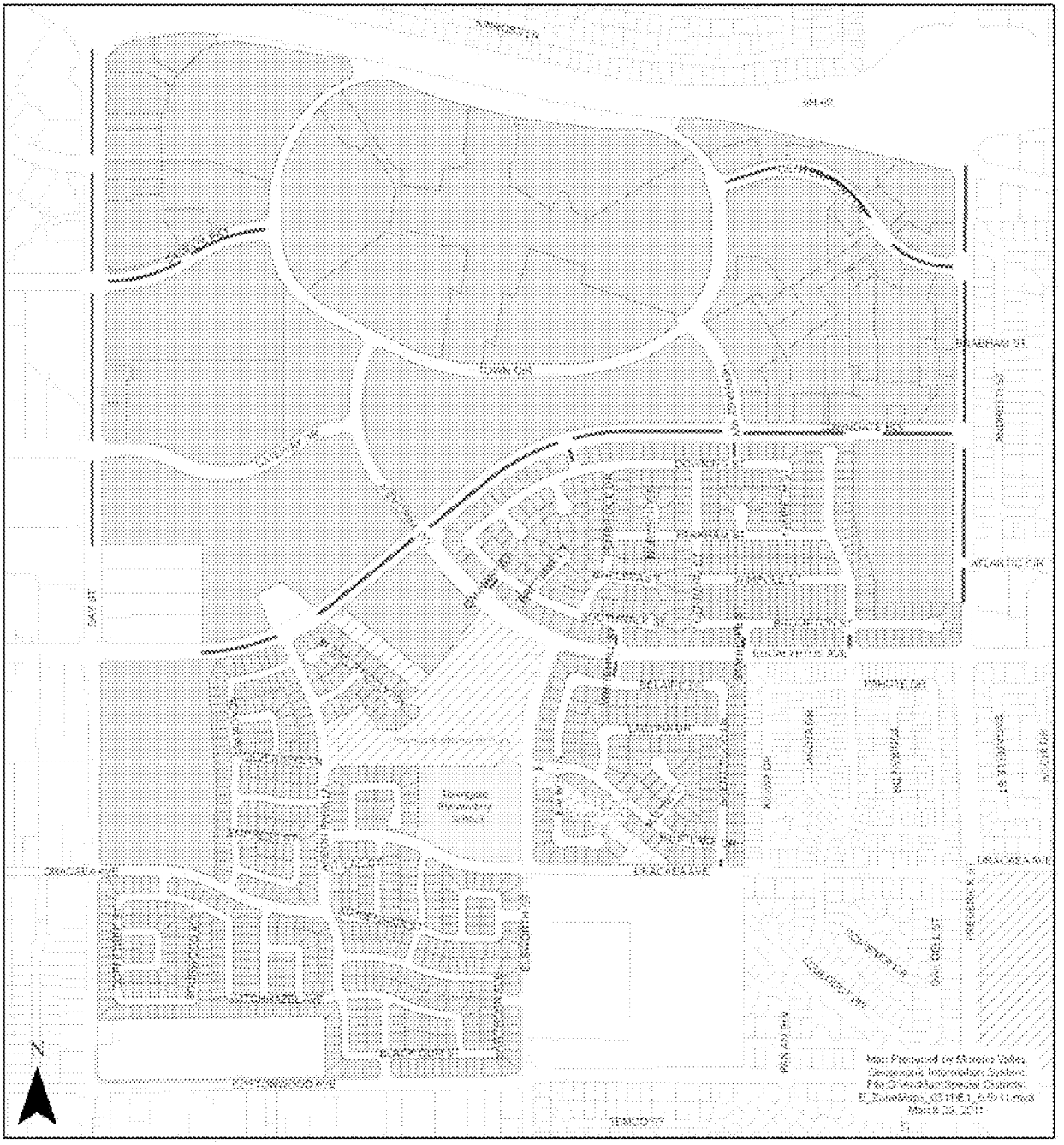

Landscaped Median *(Medianas Ajardinadas)*

Landscaped Parkway *(Areas Ajardinadas)*

Zone E-1 Parcels *(Zona E-1 Parcelas)*

MORENO VALLEY

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-1A • Walls/Internal Landscape Maintenance

Map Produced by Moreno Valley Geographic Information System
File: G:\Landing\Special Districts\E1A_SSx11.mxd
November 28, 2007

The information shown on this map was compiled from the Riverside County GIS database, City of Moreno Valley GIS. The land base and facility information on this map is for assessor purposes only and should not be relied upon or used in legal land ownership or to be accurate. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will and are not responsible for any errors, omissions or damages resulting from the use of this map. This map is made to the best of our ability.

CSD Maintained Aterial Walls

CSD Maintained Landscape and Internal Walls

Zone E-1A Parcels

MORENO VALLEY

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: FIRST EXTENSION OF THE AGREEMENT – PROJECT NO. E-3/11-12 MORENO VALLEY RANCH – WEST/LASSELLE POWERLINE PARKWAY - MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

RECOMMENDED ACTION

Recommendations:

1. Approve the First Extension of the Agreement ("First Extension Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-3/11-12, with Merchants Landscape Services, Inc. 1510 S. Lyon Street, Santa Ana, CA 92705 for E-3 (Moreno Valley Ranch-West) and E-3A (Lasselle Powerline Parkway) areas.

2. Authorize the City Manager to execute the First Extension Agreement for E-3/11-12 with Merchants Landscape Services, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Merchants Landscape Services, Inc., in the not-to-exceed (NTE) amount of $158,306.32; including $137,206.30 ($130,047.36 for Zone E-3 and $7,158.96 for Zone E-3A) for base services and $21,100.00 ($19,100.00 for Zone E-3 and $2,000.00 for Zone E-3A) for additional work services.

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include:

Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services.

Zone E (extensive landscape maintenance), provides landscape maintenance services at full (standard) or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), E-15 (Celebration), and E-16 (Shadow Mountain).

Zone M (Commercial, Industrial, and/or Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide, and

Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors that perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement (Agreement). In accordance with the terms of the Agreement, annual extensions of the Agreement (Extension Agreement) may be entered into up to no more than 4 extensions of the original Agreement, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the CSD (District) and Contractor, at the base rate as provided in the Agreement, plus an additional amount for extra or unanticipated work (additional work amount) that may be performed during the term of the Agreement plus any applicable Extension Agreement.

The Agreement or Extension Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. “Base services” include: mowing, edging and trimming of turf grass areas, pruning and trimming of shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes

and groundcovers, and pesticide applications. Base services are performed on a scheduled rotation basis. "Additional work services" include, but are not necessarily limited to, additional labor and material costs for irrigation repairs, plant material replacement, fertilizer applications and the addition of added square footage of landscaped areas to be added to a Zone's service area at the unit prices for additional work as specified in the Amended Agreement.

DISCUSSION

On February 23, 2012, the Special Districts Division of the Financial and Management Services Department (formerly the Public Works Department) received valid proposals from thirteen (13) landscape maintenance firms in response to a Request for Proposal (RFP) to provide reduced service level landscape maintenance of the landscaped parkways, medians and the irrigation system associated with Zones E-3 and E-3A. On July 3, 2012, upon staff's evaluation of the proposals and recommendation, the City Council, acting in its capacity as the Board of Directors of the Moreno Valley CSD awarded the contract for landscape maintenance of the Moreno Valley Ranch – West parkways and medians to Merchants Landscape Services, Inc., Santa Ana, California (the "Contractor"). The amount of the Agreement for the initial twelve-month term was approved for $151,410.56 ($133,101.60 for Zone E-3 reduced service level base landscape maintenance and $7,158.96 for Zone E-3A reduced service level base landscape maintenance along with an approved additional work amount of $10,250.00, for Zone E-3 additional work services, and $900.00 for Zone E-3A for additional work services).

In July of 2012, the Contractor was notified that beginning August 1, 2012, 12,120 sq. ft. of median turf would be removed from Zone E-3's service area to accommodate the Nason Street roadway extension, south to Iris Avenue. The removal of the median turf square footage adjusted the overall amount of the Agreement from $151,410.56 to $148,610.48 (a reduction of $2,799.72 in the base amount of the Agreement for Zone E-3 from $133,101.60 to $130,301.88, with no change in the base amount for Zone E-3A). This reduction in the Zone E-3 base realized an 11 month cost savings in FY 2012/13.

Due to budgetary constraints, which caused necessary staffing reductions in the Special Districts Division, tasks normally performed by field personnel, including irrigation repair services, had to be transitioned to the Contractor in order to keep up with the workload. This resulted in the need to amend the Agreement (First Amendment and Agreement collectively the Amended Agreement) to increase the additional work amount from $11,150.00 to $19,800.00 (an $8,650.00 increase in the additional work amount for Zone E-3 from $10,250.00 to $18,900.00). The E-3/11-12 Amended Agreement adjusted the Agreement to a NTE amount of $157,260.84 ($130,301.88 for E-3 base maintenance services, $7,158.96 for E-3A base maintenance services, $18,900.00 for E-3 Additional work and $900.00 for E-3A additional work) for FY 2012/13.

The service levels provided are consistent with the terms of the CSD Zone E General Service Level Guidelines, as listed in the CSD Zone E Service Plan Policy, (adopted by the CSD Board on September 25, 2007, as amended on April 26, 2011). The

Contractor has consistently provided satisfactory service in accordance with the terms of the Amended Agreement, and has agreed to extend the Amended Agreement based upon the same terms in accordance with the reduced service level for Zone E-3 and Zone E-3A.

Approval of the Extension Agreement for Fiscal Year 2013/14

Approval of the Amended Agreement as extended for FY 2013/14, is being recommended for authorization in the NTE amount of $158,306.32 ($130,047.36 for Zone E-3 base services, $7,158.96 for Zone E-3A base services, $19,100.00 for Zone E-3 additional work services, and $2,000.00 for Zone E-3A for additional work services). This is the first of four possible extensions allowed per the terms of the Agreement.

Authority for City Manager Approval of Extension Agreements for the Balance of Available Extensions to the Agreement

Pursuant to City Council Resolution No. 2008-115, the City Council shall provide approval of procurements greater than $100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the E-3/11-12 Agreement, as may be allowed per the terms of the Agreement. Potential extensions are those extensions which may be allowed, contingent upon satisfactory service by the Contractor and concurrence by the City and Contractor to enter into an extension of the Agreement, or the Agreement as Amended.

E-3/11-12						
	FY 2012/13 Original Agreement as Amended[1]	FY 2013/14 Proposed First Extension[2]	FY 2014/15 Potential Second Extension[3]	FY 2015/16 Potential Third Extension[3]	FY 2016/17 Potential Fourth Extension[3]	Cumulative Total
Base	$ 137,460.84	$137,206.32	$137,206.32	$ 137,206.32	$137,206.32	$686,286.12
Additional V	$ 19,800.00	$ 21,100.00	$ 21,100.00	$ 21,000.00	$ 21,000.00	$104,000.00
Total	$ 157,260.84	$158,306.32	$158,306.32	$ 158,206.32	$158,206.32	$790,286.12

[1]The base amount reflects the decrease in the sq. ft. of turf area from 339,768 sq. ft. to 327,648 sq. feet for a reduction in the Zone E-3 base from $140,260.56 to $137,460.84 (a decrease of $2,799.72 for 11 months from August 2012 to June 2013). The additional work amount for FY 2012/13 includes both the original additional work amount of $11,150.00 along with a $8,650.00 increase pursuant to the First Amendment for additional irrigation services during FY 2012/13, from $11,150.00 to $19,800.00.

[2]The First Extension includes a reduction of $254.52 in the base amount for FY 2013/14, which is consistent with the reduced in the montly amount for the sq. foot reduced in the turf median along Nason Street for 11 months of FY 2012/13.

[3] Extensions beyond 2013/14 are anticipated, based upon presently known information and may change in the future for reasons including, but not limited to adding additional service area, removing existing service area, and emergency work.

Staff is requesting the City Council authorize the City Manager to approve extensions and any necessary amendments, as well as associated purchase orders (P.O.) for all remaining extensions available, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council (CSD Board) and demonstration by the Contractor of having provided satisfactory performance of the services, per the terms of the Agreement in the prior year(s), and both the City and the Contractor mutually agreeing to extend the Agreement.

ALTERNATIVES

1. Approve the First Extension Agreement for E-3/11-12 with Merchants Landscape Services, Inc. in the form attached hereto to provide for the continuation of landscape maintenance services; authorize the City Manager to execute said First Extension Agreement for E-3/11-12 with Merchants Landscape Services, Inc.; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $158,306.23 ($130,047.36 for Zone E-3 base services, $7,158.96 for Zone E-3A base services, $19,100.00 for Zone E-3 additional work services, and $2,000.00 for Zone E-3A for additional work services); and authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement and authorize the associated P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will ensure uninterrupted landscape maintenance and irrigation services be provided to the parkways and medians associated with the Zones E-3 (Moreno Valley Ranch – West) and E-3A (Lasselle Powerline Parkway) both of which are located in the western portion of the Moreno Valley Ranch Specific Plan.*

2. Do not approve the First Extension Agreement for E-3/11-12 with Merchants Landscape Services, Inc., in the form attached hereto to provide for the continuation of landscape maintenance services; nor authorize the City Manager to execute said First Extension Agreement for E-3/11-12 with Merchants Landscape Services, Inc.; nor authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $158,306.32 ($130,047.36 for Zone E-3 base services, $7,158.96 for Zone E-3A base services, $19,100.00 for Zone E-3 additional work services, and $2,000.00 for Zone E-3A for additional work services); and do not authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement nor authorize subsequent P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative, there will be an interruption in landscape maintenance and irrigation services provided to the parkways and medians associated with the Zones E-3 (Moreno Valley Ranch – West) and E-3A (Lasselle Powerline Parkway) landscaped areas, which will prevent necessary landscape maintenance services from being performed.*

FISCAL IMPACT

Administration and maintenance of Zone E is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills. Revenue from the parcel charges collected for Zone E-3 and E-3A may only be used for landscape maintenances services associated with the parkways and medians in Zones E-3 and E-3A. **The costs for these maintenance services have been budgeted, respectively, for each of these Zones for the coming fiscal year**. **These actions will not impact the City's General Fund.**

The following table represents the base and additional work costs for FY 2013/14 associated with the E-3/11-12 First Extension Agreement for Zones E-3 and E-3A.

Service Area (Zone)	Contractor	GL Account	2013/14 Base Agreement Amount	2013/14 Additional Work Agreement Amount	2013/14 Total Agreement Amount
E-3	Merchants Landscape Services, Inc.	5013-30-79-25709-620910	$ 130,047.36	$ 19,100.00	$ 149,147.36
E-3A	Merchants Landscape Services, Inc.	5013-30-79-25710-620910	$ 7,158.96	$ 2,000.00	$ 9,158.96
		Total	$ 137,206.32	$ 21,100.00	$ 158,306.32

CITY COUNCIL GOALS

Community Image and Positive Environment:

City Council in their capacity as the CSD Board will allow for the continued promotion of community image, as well as neighborhood pride and cleanliness, through continued maintenance of parkways and medians of CSD maintained landscaped areas by approval of this item.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1: First Extension Agreement for E-3/11-12 for FY 2013/14

Attachment 2: First Amendment to the Agreement for E-3

Attachment 3: Agreement for E-3/11-12 for FY 2011/12

Attachment 4: Site Map – Zone E-3 Moreno Valley Ranch – West

Attachment 5: Site Map – Zone E-3A Lasselle Powerline Parkway

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

FIRST EXTENSION AGREEMENT
PROJECT NO. E-3/11-12

MORENO VALLEY RANCH-WEST (E-3) AND LASSELLE POWERLINE PARKWAY (E-3A) MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereinafter, "District") and **Merchants Landscape Services, Inc.** (hereinafter, "Contractor").

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated July 3, 2012, referencing Project No. E-3/11-12 for the maintenance of the District's parkway and median landscaping and irrigation systems associated with Project No. E-3/11-12 – Moreno Valley Ranch West (E-3) and Lasselle Powerline Parkway (E-3A) Maintenance of Parkway and Median Landscaping and Irrigation; and,

WHEREAS, on July 31, 2012, the Contractor was notified of a reduction in turf sq. footage, which reduced the amount of service area in Zone E-3 and reduced the turf line item cost in the Agreement for Zone E-3 from $85,621.56 to $82,821.84, a reduction of $2,799.72, which revised Zone E-3's base cost from $133,101.60 to $130,301.88 (with no change Zone E-3A's base cost of $7,158.96), for a cumulative total of $137,460.84 for base services; and,

WHEREAS, a First Amendment to the Agreement (First Amendment and Agreement hereinafter collectively referred to as "Amended Agreement") was approved by the CSD Board to increase the additional work amount of the Agreement from $11,150.00 to $19,800.00, an increase of $8;650.00; and,

WHEREAS, the Amended Agreement for FY 2012/13 totaled $157,260.84 ($130,301.88 for Zone E-3 base services, $7,158.96 for Zone E-3A base services, $18,900.00 for Zone E-3 additional work, $900.00 for Zone E-3A additional work); and,

WHEREAS, landscape maintenance services provided during the initial term of the Amended Agreement were sufficiently performed; and,

WHEREAS, pursuant to the terms of the Amended Agreement, both parties wish to enter into an extension of the Amended Agreement (First Extension Agreement); and,

WHEREAS, the Amended Agreement, as extended, (First Extension Agreement) shall be extended for a period of twelve (12) months under the following terms:

1. The First Extension Agreement period shall commence on **July 1, 2013** and shall terminate on **June 30, 2014.**

2. In accordance with Exhibit D, 1., B., of the Agreement, this First Extension Agreement shall be considered the first of four possible extensions of the Amended Agreement.

3. For the period of this First Extension Agreement and except where additional compensation is specifically provided for in the Amended Agreement, the District will pay the Contractor for work (labor, materials, supplies, equipment, etc.) performed under this First Extension Agreement for the maintenance of the parkway and median areas for Zones E-3 and E-3A consistent with the payment terms of the Amended Agreement in the total amount of **ELEVEN THOUSAND FOUR HUNDRED THIRTY-THREE AND 86/100 DOLLARS ($11,433.86)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **ONE HUNDRED AND THIRTY-SEVEN THOUSAND TWO HUNDRED SIX AND 32/100 DOLLARS ($137,206.32).**

4. Notwithstanding, Exhibit E, Schedule II, D., 2., A. and B., on page 88 of the Agreement, the unit cost set forth in the Additional Work Price List, for any landscape areas added to the project during the period of this First Extension Agreement shall be as follows:

    a. Additional parkway areas, planters (trees up to 18-feet height, shrubs, ground cover included, as applicable). **$0.00452/sq.ft./mo**.

    b. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included as applicable). **$0.021/sq.ft./mo.**

5. Notwithstanding Exhibit C., 2., E. of the Agreement, for the period of this First Extension Agreement and except as specifically approved by subsequent action of the CSD Board or City Manager as directed by the CSD Board, the Director (the Chief Financial Officer/City Treasurer or their designated appointee) may not authorize additional work pursuant to this First Extension Agreement or the Amended Agreement in excess of the cumulative total of **TWENTY-ONE THOUSAND ONE HUNDRED AND 00/100 DOLLARS ($21,100.00).** This additional work amount would allocate nineteen thousand one hundred ($19,100.00) to Zone E-3 for additional work and two thousand ($2,000.00) to Zone E-3A for additional work.

6. Except as set forth herein, all other terms and conditions of the Amended Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

FIRST EXTENSION AGREEMENT
PROJECT NO. E-3/11-12 MORENO VALLEY RANCH - WEST (E-3)
AND LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

Moreno Valley Community Services District	Contractor: Merchants Landscape Services, Inc.
By: _____	By: _____
Title: City Manager, Acting in the capacity of District Manager to the Moreno Valley Community Services District	Title: (President or Vice President)
Date: _____	Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary

Date: _____

Affix Corporate Seal Below

FIRST AMENDMENT TO THE INDEPENDENT CONTRACOR AGREEMENT MORENO VALLEY COMMUNITY SERVICES DISTRICT MORENO VALLEY RANCH – WEST (E-3) AND LASSELLE POWERLINE PARKWAY (E-3A) MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

PROJECT NO. E-3/11-12

This First Amendment to the Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT, a municipal corporation, hereinafter referred to as "CSD," and Merchants Landscape Services, Inc., a California Corporation hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for RFP NO. E3/11-12 PROJECT NO. E-3/11-12, hereinafter referred to as "Agreement," dated July 3, 2012; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform maintenance of landscaping and irrigation of the landscaped parkways and medians for E-3 (Moreno Valley Ranch-West) and E-3A (Lasselle Powerline Parkway) as provided in the Agreement; and,

WHEREAS, the Agreement was authorized in the not-to-exceed (NTE) amount of $151,410.56 ($140,260.56 for base maintenance services to be paid at a rate of $11,688.38 per month, one month in arrears and $11,150.00 for additional work); and,

FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. E-3/11-12

WHEREAS, on July 31, 2012, the Contractor was notified to remove 12,120 sq. ft. of median turf from service to accommodate the roadway extension of Nason Street, south to Iris Avenue, which reduced the amount of median area to be maintained and adjusted the Agreement from $151,410.56 to $148,610.48 (a $2,799.72 reduction in the base maintenance from $140,260.56 to $137,460.84); and,

WHEREAS, the amount of additional work that was identified is greater than anticipated when the Agreement was entered into, which will require an increase in the Agreement's additional work allocation from $11,150.00 to $19,800.00 ($18,900.00 for E-3 and $900 for E-3A), to cover the cost of additional services, including but not limited to labor and materials, for irrigation repairs and replanting services to be performed or provided by the Contractor; and,

WHEREAS, it is desirable to amend the amount of the Agreement from $151,410.56 to $153,360.84 to cover the net increase for additional cost of services, at the unit prices as listed in Exhibit E, I. Schedule II., C. of the Agreement.

<u>SECTION 1 FIRST AMENDMENT to the AGREEMENT:</u>

1.1 Amendment the NTE Agreement amount from $151,410.56 to $153,360.84 ($137,460.84 for base maintenance services, to be paid at a rate of $7,135.13 for the month of July 2012, and $6,880.31 for the months of August 2012 through June 2013, one month in arrears and $19,800.00 for additional work).

FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. E-3/11-12

1.1. a. Base Amount: Base amount was reduced from $140,260.56 to $137,460.84 by $2,799.72 for 12,120 sq. ft. of turf removed from service starting August 1, 2013.

1.1. b. Additional Work : Amend the Additional Work Amount of the Agreement, Exhibit C, Section 2. E from $11,150.00 to $19,800.00, an increase of $8,650.00, to accommodate additional labor and material costs associated with irrigation and replanting services.

SECTION 2

2.1 Except as otherwise specifically provided in this First Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. E-3/11-12

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District

Date: _____

Contractor: Merchants Landscape Services, Inc.

By: _____
Title: (President or Vice President)

Date: 4/26/13

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: 4/26/13

Affix Corporate Seal Below
(If applicable)

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

INDEPENDENT CONTRACTOR AGREEMENT

RFP NO. E-3/11-12
PROJECT NO. E-3/11-12

MORENO VALLEY RANCH-WEST (E-3) AND
LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name	Merchants Landscape Services, Inc.
Street Address	8847 W. 9th Street
Street Address	
City, State, Zip	Rancho Cucamonga, CA 91730
Mailing Address	
(If same as Street Address,	1510 S. Lyon St.
write same or same as above)	Santa Ana, CA 92705
Business Phone (with area code)	(800) 645-4881
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	
Fax Number	(909) 981-1029
Email Address	
Social Security Number	
Business License Number	
Federal Tax ID Number	
Contractor's License Number & Classification	765658 C27

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor the

B. services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

C. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.

D. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

E. The Contract Starting Date is July 1, 2012 and the Contract Ending Date is June 30, 2013. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will consider Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

F. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

A. Control of Work. Except for compliance with service schedules, general and technical provisions (which may also be referred to herein as specifications) and performance standards as provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7]

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Contract.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Moreno Valley Housing Authority of the City of Moreno Valley (MVHA), and the Moreno Valley Community Services District (District), and the their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, MVHA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, MVHA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide

legal defense for both the Contractor and the City, MVHA, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Contract

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/MVHA/District premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.
By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City's Risk Manager prior to the execution of this Contract. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority of the City of Moreno Valley, the Moreno Valley Community Services District, and, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the City of amendment or cancellation, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this

Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.

J. Termination.

1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.

2. The District may terminate this Contract without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall

govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor: 1510 S. Lyon St., Santa Ana, CA 92705
[Mailing Address (Post Office Box, if applicable]
(800) 645-4881
[Telephone number]
(909) 981-1029
[Fax number]
Patrick@merchantslandscape.com
[Email address]

With a copy to:
[Attorney for Contractor, if applicable]
[Street Address]
[Post Office Box, if applicable]
[City, State, Zip]
[Telephone number]
[Fax number]
[Email address]

To District (CSD): MORENO VALLEY COMMUNITY SERVICES DISTRICT
Public Works Department
Special Districts Division
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto, Senior Landscape Services Inspector
Telephone number: 951. 413-3480
Fax Number: 951. 413-3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951. 413-3036
Fax number: 951. 413-3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____
Title: Mayor, acting in the capacity of President of the Board of Directors of the Moreno Valley Community Services District

Date: 7/3/2012

Contractor

By: _____
Title: (President or Vice President)

Date: 6/12/12

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: 6/12/12

Affix Corporate Seal Below
(If applicable)

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
Deputy City Attorney

10-18-12
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

7/9/12
Date

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating one person is authorized to sign on behalf of all officers, attach corporate

PREMIUM IS WRITTEN FOR CONTRACT TERM SUBJECT TO ADJUSTMENT BASED UPON FINAL CONTRACT PRICE

**ONE HUNDRED FORTY THOUSAND TWO HUNDRED SIXTY 56/100

EXECUTED IN DUPLICATE
EFFECTIVE: July 1, 2012 to June 30, 2013
BOND NO. 72BSBGF0365

PREMIUM $ 2,244.00

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

RFP NO. E-3/11-12
PROJECT NO. E-3/11-12
MORENO VALLEY RANCH-WEST (E-3) AND LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the Board of Directors of the Moreno Valley Community Services District, State of California, known as "CSD," has awarded to Merchants Landscape Services, Inc as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as **PROJECT NO. E-3/11-12**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and Hartford Fire Insurance Company A(XV)CA, as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of ** dollars, ($ 140,260.56********), lawful money of the United States, to be paid to the said CSD or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

RISK MANAGEMENT
Approved

M. Adm 6-27-12
By Date

FAITHFUL PERFORMANCE BOND
PROJECT NO. E-3/11-12

BOND NO. 72BSBGF0365

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this 13th day of June 20 12.

CONTRACTOR (Principal)	SURETY
Contractor Name: Merchants Landscape Services, Inc.	Name: Hartford Fire Insurance Company A(XV) CA
Address: 1190 Monterey Pass Road Monterey Park, CA 91754	Address: One Pointe Drive, 6th Floor Brea, CA 92821
Telephone No.: 323-881-6701	Telephone No.: 714-674-1321
Print Name: Theodore Haas	Print Name: MARY SMITH Attorney-in-Fact
Signature: [signature]	Signature: Mary Smith

Approved as to Form this
28th day of June 2012

[signature]
Deputy City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Orange

On June 13, 2012 (Date) before me, Nadine Rodriguez, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Theodore Haas (Name(s) of Signer(s))

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

NADINE RODRIGUEZ
Commission # 1974930
Notary Public - California
Orange County
My Comm. Expires Apr 13, 2016

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

WITNESS my hand and official seal.

Signature: Nadine Rodriguez (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

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Item #5907

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On June 13, 2012 , before me, Donna M. Green, Notary Public,

personally appeared Mary Smith

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

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

WITNESS my hand and official seal.

HPR1 DONNA M. GREEN COMM. #1886017 NOTARY PUBLIC • CALIFORNIA LOS ANGELES COUNTY My Comm. Expires Apr. 16, 2014 HPR1

Signature Donna M. Green
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
- ☐ PARTNER(S) ☐ LIMITED
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR

OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-4 A(XV)CA
P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115
call: 888-266-3488 *or fax:* 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 72-183250

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut A(XV)CA
- [ ] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of unlimited:***

John D. Hunsinger, Mary Smith, Joyce Elzouki, Steven L. Brockmeyer, Ronald C. Wanglin, Donna M. Green
of
Pasadena, CA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Scott Sadowsky, Assistant Secretary

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

CERTIFICATE

Scott E. Paseka
Notary Public
My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 13, 2012.

Signed and sealed at the City of Hartford.

Gary W. Stumper, Assistant Vice President

EXECUTED IN DUPLICATE
EFFECTIVE: July 1, 2012 to June 30, 2013

**ONE HUNDRED FORTY THOUSAND TWO HUNDRED SIXTY 56/100

BOND NO. 72BSBGF0365

PREMIUM $ Included In Performance Bond

LABOR AND MATERIALS BOND
(100% of Total Contract Amount)

RFP NO. E-3/11-12
PROJECT NO. E-3/11-12
MORENO VALLEY RANCH-WEST (E-3) AND LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the board of Directors of the Moreno Valley Community Services District of the City of Moreno Valley, State of California, known as "CSD," has awarded to Merchants Landscape Services, Inc., as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement, whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as Project No. E-3/11-12, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and Hartford Fire Insurance Company A(XV)CA, as Surety, are held and firmly bound unto the City of Moreno Valley Community Services District for the City of Moreno Valley, County of Riverside in the penal sum of ** dollars, ($140,260.56*****) (words and figures), lawful money of the United States, to be paid to said CSD or its certain attorney, successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Moreno Valley Community Services District, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the CSD and judgment is recovered, the Surety shall pay all costs incurred by the CSD in such suit, including reasonable attorney fees to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extensions of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

RISK MANAGEMENT
Approved

M. Allmyr 6-27-12
By Date

LABOR AND MATERIAL BOND
PROJECT NO. E-3/11-12

WITNESS our hands this 13th day of June, 20 12.

PRINCIPAL	SURETY
Name: Merchants Landscape Services, Inc.	Name: Hartford Fire Insurance Company A(XV)CA
Address: 1190 Monterey Pass Road	Address: One Pointe Drive, 6th Floor
Monterey Park, CA 91754	Brea, CA 92821
Telephone Number: 323-881-6701	Telephone Number: 714-674-1321
By: [signature]	By: Mary Smith MARY SMITH
Title: Chairman	Title: Attorney-In-Fact
By:	By:
Title:	Title:

Approved as to form this 28th day of June, 20 12.

[signature]
Deputy City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.**
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).

The bond shall include the address at which the Principal (Contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Orange

On June 13, 2012 (Date) before me, Nadine Rodriguez, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Theodore Haas (Name(s) of Signer(s))

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

NADINE RODRIGUEZ
Commission # 1974930
Notary Public - California
Orange County
My Comm. Expires Apr 13, 2016

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

WITNESS my hand and official seal.

Signature: Nadine Rodriguez (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

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Item #5907

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On June 13, 2012 , before me, Donna M. Green, Notary Public,

personally appeared Mary Smith

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

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

WITNESS my hand and official seal.

DONNA M. GREEN
COMM. #1886017
NOTARY PUBLIC • CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Apr. 16, 2014

Signature Donna M. Green
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
- ☐ PARTNER(S) ☐ LIMITED
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR

OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-4 A(XV)CA
P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code: 72-183250**

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut A(XV)CA
- [ ] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of unlimited:***

John D. Hunsinger, Mary Smith, Joyce Elzouki, Steven L. Brockmeyer, Ronald C. Wanglin, Donna M. Green
of
Pasadena, CA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Scott Sadowsky, Assistant Secretary

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

CERTIFICATE

Scott E. Paseka
Notary Public
My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 13, 2012.

Signed and sealed at the City of Hartford.

Gary W. Stumper, Assistant Vice President

EXHIBIT A

RFP NO. E-3/11-12
PROJECT NO. E-3/11-12

MORENO VALLEY RANCH-WEST (E-3) AND
LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. GENERAL PROVISIONS - SCOPE OF WORK

A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 20, Project Location Map.

B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf, groundcover, and shrub areas designated hereunder; regularly maintain and prune those portions of trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.

E. All work shall be performed in accordance with the General and Technical Provisions of this Contract and in accordance with an approved service schedule, as approved by the Director. Service schedules may be modified with 30 days advance written notice by the District.

2. GENERAL PROVISIONS - SCHEDULING OF WORK

A. The Contractor will adhere to the facilities, equipment and monthly and annual work schedules submitted as a part of the Contractor's RFP, and incorporated herein by this reference. These schedules, and any approved revisions thereto, will be used by the District as a basis for determining Contractor's satisfactory performance.

B. Revisions to facilities, equipment, or monthly and annual work schedules may not be implemented without the prior written approval of the Director. The Contractor is required to submit proposed revisions regarding facilities, equipment or monthly and annual work schedules in writing to the District at the address as set forth in the Independent Contractor Agreement, Section 3, paragraph N. at least ten (10) working days prior to commencing work per the proposed revisions.

C. Failure to submit proposed revisions concerning facilities, equipment, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations. Specialty type maintenance operations includes, but is not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

F. When inclement weather renders performance per the approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor is required to adjust his work force in order to accomplish those work items not affected by weather, and will contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-

performance penalties per Exhibit C, Section 4.

G. For the purposes of this Contract, "Working Days" are Mondays through Thursdays, excluding holidays as provided herein. The hours of on site maintenance service will be from 7:00 a.m. to 4:30 p.m., not including mobilization to or from work site, on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

3. GENERAL PROVISIONS - FUNCTIONS AND RESPONSIBILITIES

A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Appendix B, Monthly Report Form), and shall be

C. submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

D. The Director may require the Contractor to attend meetings with the District field staff at some fixed interval to review the Contractor's operations, and schedule future work as may be ordered by the Director. Failure to attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.

E. The Contractor shall maintain an office at some fixed place, and be listed in the telephone directory in Contractor's own name or in the Contractor's company name. Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph E. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

F. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by telephone, written email, written mailed correspondence or facsimile transmission. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at **<u>any</u>** time:

1. City Manager
2. Director of Public Works
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Street Maintenance Supervisor
7. Senior Landscape Services Inspector
8. Landscape Services Inspector

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. GENERAL PROVISIONS - CONTRACTOR'S STAFF

A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.

C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.

D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements.

   Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. GENERAL PROVISIONS - EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited

above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

6. GENERAL PROVISIONS - COMPLAINTS

A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.

B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B.

C. In addition to the provisions of Section 6., paragraph A. in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. GENERAL PROVISIONS - SAFETY

A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2010 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Exhibit A, Section 3, paragraph J of the Contract Agreement.

8. USE OF CHEMICALS

A. Before the beginning of the Contract period, the Contractor is required to submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS) of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.

B. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.

D. Contractor shall report all fertilizers and pesticides used in the performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3, paragraph B. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the City that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.

B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars ($25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Driver, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL PROVISIONS

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed per the frequency of service table, as set forth in Exhibit E. Should weather and/or site conditions preclude the normally scheduled frequency of this service during any month, or portion thereof, the maintenance schedule shall be modified at the discretion and approval of the Director.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall

be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Provisions - Fertilization, Section 18.

13. Pest control: See Technical Provisions - Pesticide Use, Section 19.

14. Aeration:

    (a) All turf areas shall be aerated per the frequency of service table, as set forth in Exhibit E, unless otherwise directed by the Director;

    (b) Aeration shall be done per the frequency of service table, as set forth in Exhibit E, or as directed by District field staff;

    (c) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

    (d) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

    (e) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

    (f) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions – Fertilization, Section 18.

15. Renovation/thatching and additional areation operations are to be considered Additional Work, per Exhibit C., Section 2.

16. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Trees shall be pruned at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Portions of trees up to eighteen feet (18') in height shall:

   (a) Be pruned to enable successful adaptation to their particular site situation;

   (b) Have no more than one-third (1/3) of living branches removed annually;

   (c) Be fertilized only as directed by District field staff.

6. Portions of trees over eighteen feet (18') in height shall:

   (a) Be inspected annually;

   (b) Pruned and/or trimmed as necessary to maintain proper site orientation;

   (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

   (d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall not be allowed:

   (a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

   (c) Use of pruning paint/pruning compound/wound dressing;

   (d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Provisions – Pesticide Use, Section 19.

13. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Shrubs shall be pruned and/or trimmed per the frequency of service table, as set forth in Exhibit E, unless otherwise directed by the Director, in order to:

   (a) Remove dead, diseased, or damaged branches;

(b) Remove unwanted encroachments into public and/or utility rights-of-way;

(c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned in a manner that will:

(a) Enable successful adaptation to their particular site situation;

(b) Follow the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

6. Pruning tools must:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices are not allowed:

(a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") <u>will be done only when authorized by the Director on a site-specific basis</u>.

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

(c) Use of pruning paint/pruning compound/wound dressing.

8. Fertilization: See <u>Technical Provisions - Fertilization</u>, Section 18.

9. Pest control: See <u>Technical Provisions --Pesticide Use</u>, Section 19.

10. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Technical Provisions, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed per the frequency of service table, as set forth in Exhibit E , unless otherwise directed by the Director in order

to:

(a) Remove dead, diseased, or damaged branches/crowns;

(b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

(c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

(a) To enable successful adaptation to their particular site situation;

(b) In accordance with accepted practices for the particular species in question;

5. Pruning tools shall:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Provisions - Fertilization, Section 18.

8. Pest control: See Technical Provisions –Pesticide Use, Section 19.

9. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

E. WEED CONTROL

1. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

2. Weed control shall be addressed per the frequency of service table, as set forth in Exhibit E, unless otherwise directed by the Director.

3. Chemical weed control: See Technical Provisions – Pesticide Use, Section 19.

4. Site areas subject to weed control per these Specifications include, but are

not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.

5. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

6. Failure to adhere to the specifications of this section of the Technical Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. Said maintenance shall include, but not be limited to: visual and operational inspections; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

3. For the purposes of this section, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

   (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage;

   (b) Be turned off during periods of rainfall, or as directed by District field staff;

(c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

   (a) Be operated only when Contractor's personnel are present on site;

   (b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;

   (c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. Debris/litter control shall be provided per the frequency of service table, as set forth in Exhibit E, unless otherwise stated herein this Section and/or as directed by the Director.

2. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

3. Contractor shall remove from both planted areas and adjacent hardscapes/walkways the following items, which include but are not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by the Contractor before the close of business the working day following notification of this condition.

4. All hardscape areas that include, but are not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

5. The Contractor shall dispose of all debris and litter, as described in paragraphs 1 and 2 above, off-site, and in a legal manner.

6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices such as, televisions,

computers and computer monitors; firearms, ammunition or other appliances. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

7. Failure to adhere to the specifications of this section of the Technical Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in the performance of contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in the course of the performing the contract's Scope of Work services at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

18. TECHNICAL PROVISIONS - FERTILIZER

A. TURF FERTILIZATION

1. Fertilizer shall be applied to turf areas in accordance with Table I, below. At the discretion and request of the Director additional applications at the pricing terms as listed in the additional work section of Scheduled II may be provided. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs
OCT	1	22-5-5*	1.25	5.7 lbs

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See the following section on fertilizers.

**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See the following sections, below, regarding fertilizers.

1. Humus base fertilizers to be applied by drop spreader only.

2. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

3. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

4. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

5. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. All shrubs and ground covers shall be fertilized per the frequency of service table, as set forth in Exhibit E. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification is required to Director five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

19. TECHNICAL PROVISIONS – PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.

3. All pesticide applications shall be applied as directed by the Director.

4. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

5. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. For pesticide application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice a year, as determined by the Director.

   (b) Appropriate chemical control must be used on the following weeds.

   Bermuda Grass
   Kikuyu Grass
   Nutsedge
   Field Bindweed
   Spurge

   The aforementioned list is inclusive; other species may be added by the Director as necessary

   (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

   (a) Snails shall be controlled on a regular basis on the following plant species:

   Agapanthus africanus
   Aptenia sp.
   Gazania sp.
   Hemerocallis sp.

   (b) Snails shall be controlled on an as needed basis on all other plant material.

   (c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

   (a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(b) The Director may require all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(c) The Director may require all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(d) The Director may require all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

(a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Insect and Disease Control

(a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

20. PROJECT LOCATION MAP

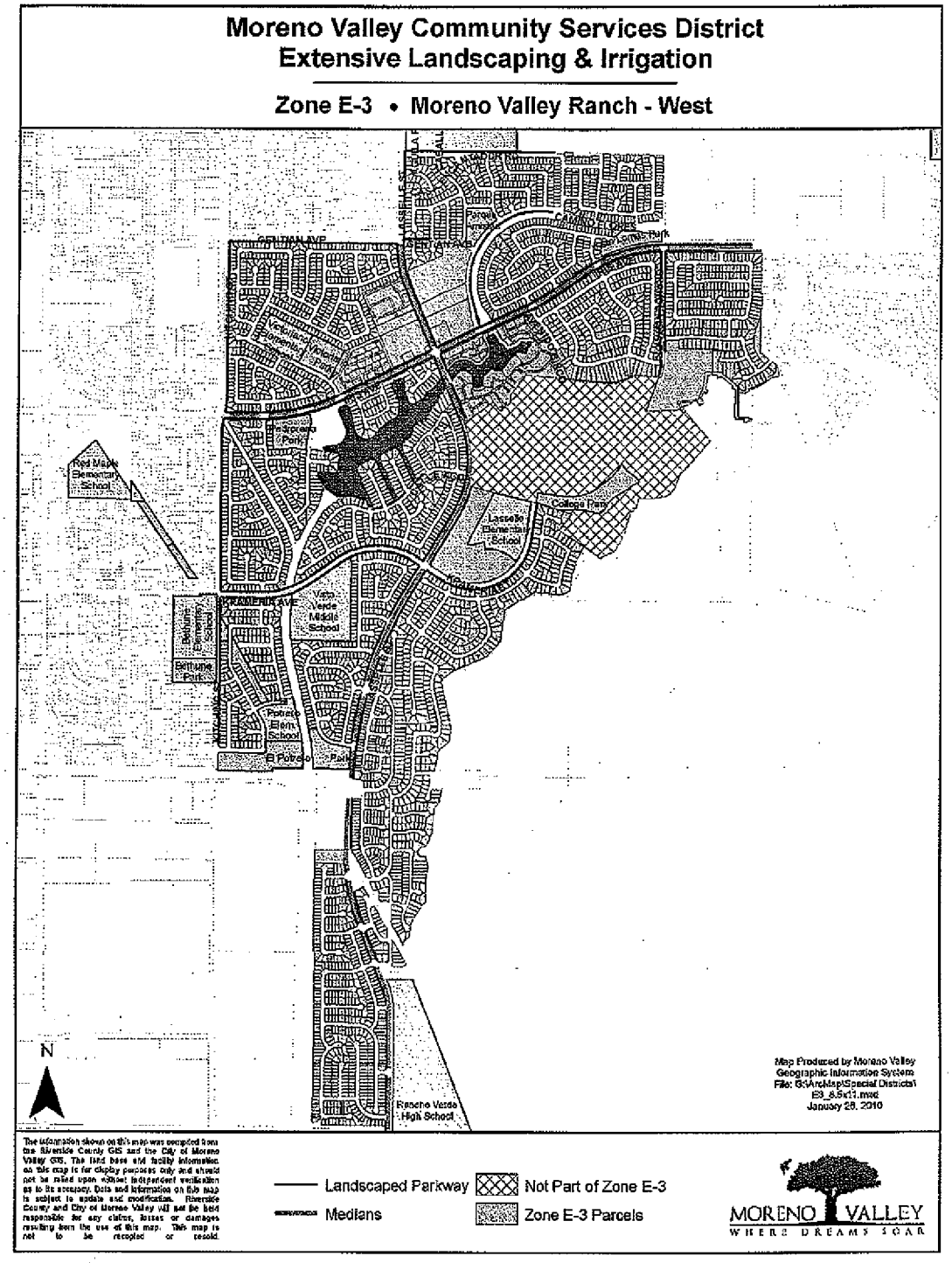

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-3A • Lasselle Powerline Parkway
(Areas de lineas de alta tensión por la Lasselle)

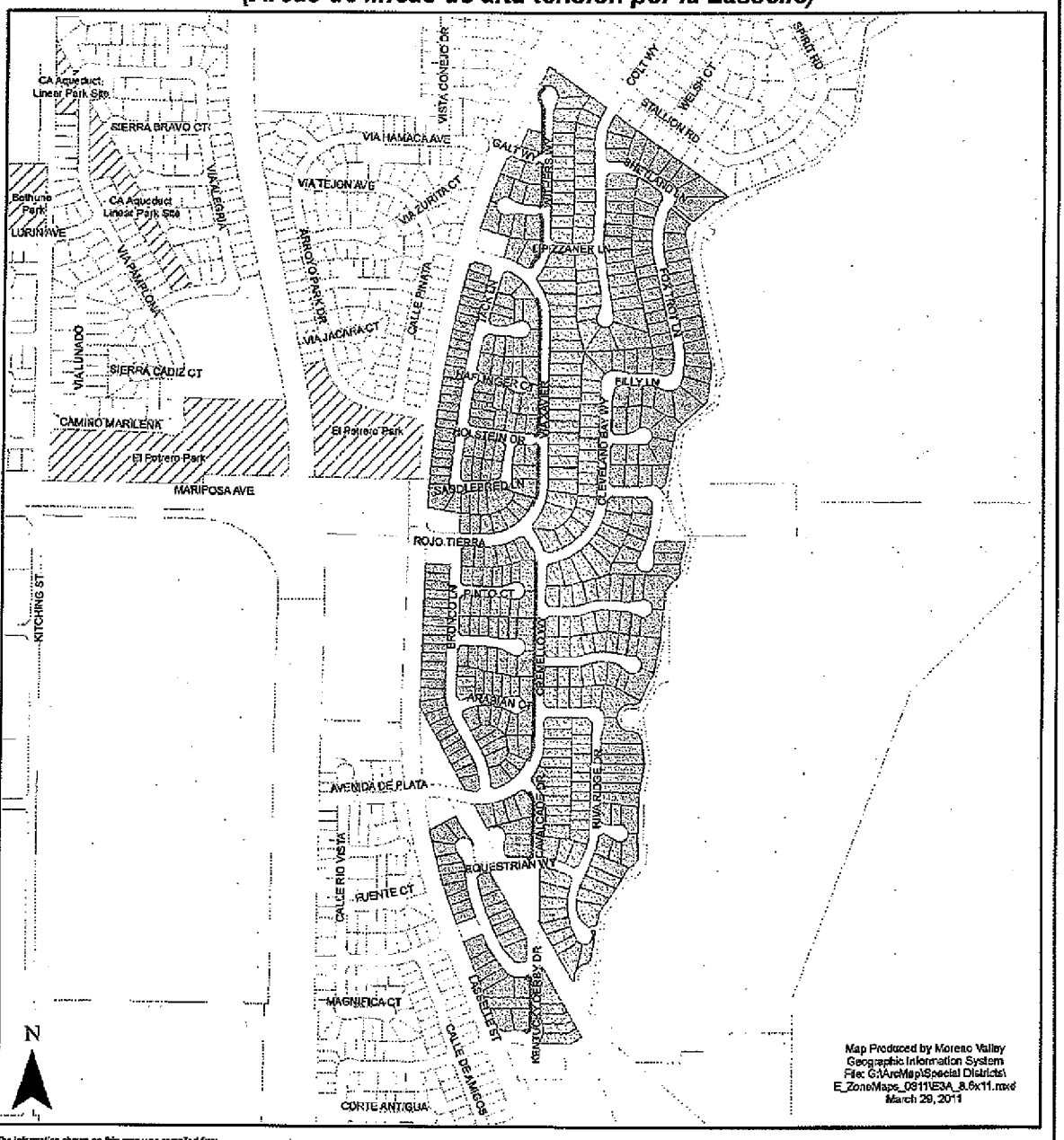

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be resoled or resold.

Landscaped Parkway *(Areas Ajardinadas)*

Zone E-3A Parcels *(Zona E-3A Parcelas)*

MORENO VALLEY
WHERE DREAMS SOAR

EXHIBIT B: District Responsibilities

RFP NO. E-3/11-12
PROJECT NO. E-3/11-12

MORENO VALLEY RANCH-WEST (E-3) AND
LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACT SUPERVISION

A. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.

B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C: Payment Terms

RFP NO. E-3/11-12
PROJECT NO. E-3/11- 12

MORENO VALLEY RANCH-WEST (E-3) AND
LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACTOR'S COMPENSATION

A. The Contractor will be paid monthly per site based upon successful performance of the maintenance services provided in accordance with an approved service schedule for each area/site and in compliance with the terms and provisions of this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports for the: 1) maintenance performed, 2) Greenwaste, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month, and 5) a detailed invoice for services in accordance with the Contract price for the work performed, which shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org.

Accounts Payable questions can be directed to (951) 413-3073.

Copies of invoices and reports will be submitted to the Special Districts Division of the Public Works Department at specialdistricts@moval.org. Calls may also be directed to the Special Districts Division at (951) 413-3480.

B. The Contractor will obtain and keep current during the term of this Contract, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at http://www.moval.org/do_biz/biz-license.shtml.

C. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of eleven thousand, six hundred eighty-eight dollars and thirty-eight/100 ($11,688.38) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed one hundred forty thousand, two hundred sixty dollars and fifty-six/100 ($140,260.56), except as provided for in Section 2 below.

D. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the

completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall_forms.shtml#bf.

E. The minimum information required on all invoices includes:

1. Vendor Name, Mailing Address and Phone Number
2. Invoice Date
3. Vendor Invoice Number
4. City – provided Reference Number (Project No. and Title)
5. Detailed work hours by class title (e.g. Manager, Technician or Specialist), services performed, and rates, explicit portion of a contract amount or detailed billing information is sufficient to justify the invoice amount: single or lump sum amounts without detail are not acceptable.

F. The City shall pay the Contractor for all invoiced and authorized maintenance services within thirty (30) days of receipt of invoice for the same.

G. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2, paragraph C. herein this Exhibit, in addition to the work set forth in Exhibit A, General Provisions - Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Schedule II, Section B & C or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2, paragraph B. below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to

the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in Exhibit E, Schedule II , shall be prorated from the day the Contractor commences work on the additional areas.

D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Schedule II, Section B and C. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).

E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of $11,150.00 for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

A. Work required in the General or Technical Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, telephone, facsimile transmission or in writing.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the District to allow for explanations.

EXHIBIT D: Term of Contract

RFP NO. E-3/11-12
PROJECT NO. E-3/11-12

MORENO VALLEY RANCH-WEST (E-3) AND
LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. TERM OF CONTRACT

A. Following approval by both parties, the Contract will commence on July 1, 2012, and shall terminate June 30, 2013 (12) months thereafter.

B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.

C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.

E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

merchants
landscape services, inc.

COMPANY PROFILE

Merchants Landscape Services is a full service landscape maintenance contractor, which currently operates Five Regional offices in Southern California.

Merchants Landscape Services corporate headquarters is located in Santa Ana. Merchants Landscape is the largest provider of municipal landscape maintenance in Southern California. This growth was accomplished without a marketing department or acquisitions. MLS's corporate philosophy is based on service and client retention. Our Sun Valley branch service's LA and Ventura counties, the Santa Ana and Irvine branch's Orange County, the Rancho Cucamonga branch and our Palm Springs branch service's Riverside and San Bernardino counties. Merchants Landscape Services has over 350 employees and maintains a fleet of over 200 trucks and trailers. Company annual sales will exceed $16,000,000.00 this year.

We have hundreds of accounts encompassing a wide range of maintenance clients. These include national Hotels, Regional Shopping centers, HOA's and commercial centers in every county. Also included are large regional Hospitals, school districts, and County contracts. However, nearly 95% of the company's revenue is generated from municipality landscape maintenance contracts. Merchants Landscape Services is currently servicing the cities of:

Palm Springs	Ontario	Rancho Palos Verde
Anaheim	Riverside	Palos Verde Estates
Orange	Pasadena	San Juan Capistrano
Aliso Viejo	Yorba Linda	Manhattan Beach
Sierra Madre	County of Orange	Irvine
Moreno Valley	Newport Beach	

Merchants welcomes any interested future clients to contact any of our current clients regarding Merchants services.

Merchants Landscape Services is 1 of only 2 landscape maintenance companies in California that are self-insured for workers compensation insurance. Allowing Merchants to maintain a lower cost of operation and provide our clients with very competitive pricing.

The contact lead person for the City of Moreno Valley Ranch will be the Regional Manager Patrick Healy, patrick@merchantslandscape.com. The office is located at 8847 W. 9th St., Rancho Cucamonga, CA. 91730, office # (800) 645-4881, Fax # (909) 981-1029

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

RFP NO. E-3/11-12
PROJECT NO. E-3/11-12

MORENO VALLEY RANCH-WEST (E-3) AND
LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

RFP NO. E-3/11-12
PROJECT NO. E-3/11-12

MORENO VALLEY RANCH-WEST (E-3) AND
LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

I: SCHEDULE I – VENDOR INFORMATION

A. COMPANY NAME: Merchants Landscape Services, Inc.

TYPE
- Sole proprietor _____
- Partnership _____
- Corporation X

B. COMPANY ADDRESS (STREET) 8847 W. 9th St.

(CITY, STATE, ZIP) Rancho Cucamonga, CA. 91730

C. COMPANY ADDRESS (MAILING) 1510 S. Lyon St.

(CITY, STATE, ZIP) Santa Ana, CA. 92705

D. BUSINESS PHONE NUMBER(with area code) (800) 645-4881

E. SATELLITE OFFICE ADDRESS (if applicable):
See attached Branch List

F. SATELLITE OFFICE PHONE NUMBER See attached

G. CONTRACTOR'S LICENSING INFORMATION:

1. LICENSE NUMBER/CLASSIFICATION/NAME STYLE: 765658 C27
2. NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 13 yrs.
3. LICENSE EXPIRATION DATE: 7-31-13
4. CURRENT LICENSE STATUS: Active

5. PRIOR ACTIONS AGAINST THIS LICENSE? Yes / (No)
6. IF YES, LIST CITATION TYPE AND HOW RESOLVED: _____

H. .COMPANY'S FEDERAL IDENTIFICATION NO.: 95-4725606

I. NAME AND TITLE(s) OF COMPANY OFFICERS:

Mark Brower	President
Theodore Haas	Chairman

J. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES: 13 yrs.

K. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 11 yrs.

L. CURRENT LANDSCAPE MAINTENANCE OPERATIONS

THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED IN ANSWER TO THIS QUESTION (QUESTION L.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

TOTAL NUMBER OF LANDSCAPE MAINTENANCE CONTRACTS: 96

PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 97%

TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: $15,800,000/year

1. NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS:	21	AVERAGE WAGE SCALE: $	30.00/ *
TECHNICIANS:	26	AVERAGE WAGE SCALE: $	19.00/Hr.*
FOREMEN:	69	AVERAGE WAGE SCALE: $	15.00/Hr.*
LABORERS:	220	AVERAGE WAGE SCALE: $	12.00/Hr.*

*Use the fully burdened rate (i.e., taxes, insurance, benefits, OH &P) - This is a prevailing wage project.

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

A. MOTOR VEHICLES
- TYPE: See attached NUMBER: 143
- TYPE: _____ NUMBER: _____

- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____

B POWER EQUIPMENT

- TYPE: SEE ATTACHED NUMBER:_____
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____

II: REFERENCES

Attach Responses to this question on additional sheets – One sheet per reference

A. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.

B. REFERENCE RESPONSES MUST INCLUDE:

1. NAME AND ADDRESS OF AGENCY;
2. NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
3. CONTRACT NAME(S) / NUMBER(S);
4. ANNUAL CONTRACT AMOUNT(S);
5. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
6. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
6. LENGTH OF CONTRACT(S).

C. **THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:**

1. How many (number) of contracts and years under contract?
2. What are/were the Scope of the contract(s), acreage amounts, location(s)?
3. What are/were the Contract amount(s)?
4. Do/did they have adequate (quantity/quality) staffing?
5. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
6. Does staff have the ability to comprehend/speak English?
7. How are/were the appearance, uniforms, and use of safety equipment?
8. Do/did they have availability of additional personnel for extra work/special projects?
9. Is/was the equipment used in good working order?
10. Do/did they have an effective in-company communications system?
11. How is/was the knowledge of project/contract standards?
12. Do/did they have the ability to respond to complaints/requests in a timely fashion?

MERCHANTS LANDSCAPE SERVICES, INC.

References

CITY OF IRVINE
P.O. Box 19575
Irvine, CA. 92623
Contact: Ariel De La Paz
Phone: (949) 724-7619
Project Completion: On going to 2014
Project size in $: $3,000,000/year
City Parks & Sports Parks

CITY OF PALM SPRINGS
3200 Tahquitz Canyon Dr.
Palm Springs, CA. 92262
Contact: Vickie Oltean
Phone: (760) 831-8665
Project Completion: On going to 2013
Project Size in $: $1,200,000/year
Sports Parks, City Parks, Facilities, and Medians

CITY OF ORANGE
230 E. Chapman
Orange, CA. 92866
Contact: Dana Robertson
Phone: (714) 744-7283
Project Completion: On going to 2016
Project size in $: $750,000/year
All City Parks & Assessments Districts

CITY OF PALOS VERDES ESTATES
340 Palos Verdes Drive West
Palos Verdes Estates, CA. 90274
Contact: Carl Mortiz
Phone: (310) 378-0383
Project Completion: On going to 2012
Project size in $240,000/year Parklands and Right of Way Maintenance

CITY OF NEWPORT BEACH
3300 Newport Blvd.
Newport Beach, CA. 92658
Contact: Dan Sereno
Phone: (949) 644-3069
Project Completion: On going to 2012
Project size in $: $650,000/year
All City Medians & Parkways

CITY OF MANHATTAN BEACH
3621 Bell Avenue
Manhattan Beach, CA. 90266
Contact: Juan Price
Phone: (310) 802-5310
Project Completion: On going to 2015
Project size in $: $500,000/year
All City Medians, Parks & Facilities

CITY OF MORENO VALLEY
14325 Frederick St., Ste: 9
Moreno Valley, CA. 92552
Contact: Dan Monto
Phone: (951) 413-3492
Project Completion: On going to 2013
Project size in $64,416.00/year
Maintenance of Parkway & Medians

CITY OF YORBA LINDA
4845 Casa Loma Ave.
Yorba Linda, CA. 92886
Contact: Bruce Carleton
Phone: (714) 961-7170
Project Completion: On going to 2012
Project size in $:420,000.00
City Parks

13. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
14. How accurate & timely is/was billing/invoicing?
15. Have Contract(s) been successfully completed to term?
16. Would you accept future proposals/bids from this company?

III: PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

A. Facilities – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

8847 W. 9th St.
Rancho Cucamonga, CA. 91730

15507 Sunview Circle
Riverside, CA. 92504

B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **Equipment:**

See below

2. **Motor Vehicles:**

1 - F150 with trailer
1 - Ranger Irrigation Truck

3. **Turf Maintenance Power Equipment/Tools:**

1 - Rider Lazer
1 - 36" Walk Behind

4. **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**
(List both powered and hand equipment/tools)

2 - Hedge trimmers
2 - Blowers
2 - String trimmers
1 - Lopper
1 - Hand tool

5. **Irrigation System Maintenance Equipment:**
(List both powered and hand equipment/tools)

Universal Remote
Wire Tracker
All necessary hand tools

6. **Fertilizer Application Equipment:**
(List both powered and hand equipment/tools)

Earthway rotary spreaders
Scotts Accu Pro 2000
Lesco commercial plus 2 speed power spreader
Lesco walk behind spreader

7. **Pesticide Application Equipment:**
(List both powered and hand equipment/tools)

4 gal. Lesco backpack sprayer
Lesco commercial plus 2 speed power sprayer
Lesco commercial plus power sprayers 50 gal. each

C. **Staff**: - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**
(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

1 - Supervisor - Part Time
1 - Foreman - Full Time
4 - Laborer - Full Time & Part Time

2. **Tree Trimming/Maintenance:**
(List any ISA or equivalent certified personnel)

N/A

3. **Irrigation System Maintenance:**
(List technical personnel – include any relevant education, certification, licensing information for each person listed)

1 - Irrigation Tech part time

4. **Pesticide Application:**
(List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.)

1 - QAL Applicator part time

IV: PROPOSED PROJECT WORK SCHEDULES

Pages 70-73 contain blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed scheduled for performing the services as describe in Exhibit A. For those services listed under the Technical Provisions found in Exhibit A, Section 17, and Section 18 B (Shrub & Ground Cover Fertilization) refer to the FREQUENCY OF SERVICE TABLE located in Exhibit E, for **Service Schedule Level 3**, page 74. Use additional sheets as necessary to provide a full and comprehensive response on each of the schedule sheets.

If selected, the awarded Contractor will provide the CSD, within 30 days after contract execution, a mapped work schedule for E-3 and E-3A. Sample mapped work schedules have been provided for reference.

A. MONTHLY SCHEDULE SHEET

1. List all tasks specified to be performed on a weekly or monthly basis for the E-3 and E-3A areas in the box corresponding to the day of the week/month the work is proposed to be performed.

2. Be sure to include administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

B. ANNUAL SCHEDULE SHEET

1. List all tasks specified to be performed for the E-3 and E-3A areas at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which the work is proposed to be performed.

2. Be sure to include any administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

MERCHANTS LANDSCAPE SERVICES, INC.
C CITY OF MORENO VALLEY
ANNUAL MAINTENANCE SCHEDULE 2012
E-3 FULL SERVICE

Merchants Landscape Services
8847 W. 9th Street
Rancho Cucamonga, CA 91730
California Contractor's License
#765668

January 2012

JAN.	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Mow & edge turf weekly	Mow & edge turf weekly Fertilize 22-0-6	Mow & edge turf weekly Broadleaf	Mow & edge turf weekly Broadleaf Aerate	Mow & edge turf weekly	Mow & edge turf weekly Fertilize 22-5-5	Mow & edge turf weekly Aerate	Mow & edge turf weekly	Mow & edge turf weekly	Mow & edge turf weekly De-thatching Aerate Fertilize 22-5-5	Mow & edge turf weekly	Mow & edge turf weekly
Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees pre-emergence Weed Control	Trim shrubs ground cover, Vines & trees snail bait Fertilize Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees snail bait Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Inspection of trees Fertilize Weed Control	Trim shrubs ground cover, Vines & trees snail bait Weed Control	Trim shrubs ground cover, Vines & trees pre-emergence Weed Control	Trim shrubs ground cover, Vines & trees Weed Control
Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly
Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week

MV00203639

MERCHANTS LANDSCAPE SERVICES, INC.
C CITY OF MORENO VALLEY
ANNUAL MAINTENANCE SCHEDULE 2012
E-3 SERVICE SCHEDULE LEVEL 2

Merchants Landscape Services
8847 W. 9th Street
Rancho Cucamonga, CA 91730
California Contractor's License
#765868

January 2012

JAN.	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Mow & edge turf bi-weekly	Mow & edge turf bi-weekly Broadleaf Fertilize	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly Aerate	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly Fertilize	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly Aerate	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly
	Trim shrubs ground cover, Vines & trees Weed Control		Trim shrubs ground cover, Vines & trees Fertilize Weed Control		Trim shrubs ground cover, Vines & trees Weed Control		Trim shrubs ground cover, Vines & trees Weed Control	Inspection of trees Fertilize	Trim shrubs ground cover, Vines & trees Weed Control		Trim shrubs ground cover, Vines & trees Weed Control
Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly
Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week

MERCHANTS LANDSCAPE SERVICES, INC.
C CITY OF MORENO VALLEY
ANNUAL MAINTENANCE SCHEDULE 2012
E-3 SERVICE SCHEDULE LEVEL 3

Merchants Landscape Services
8847 W. 9th Street
Rancho Cucamonga, CA 91730
California Contractor's License
#765668

January 2012

JAN.	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Mow & edge turf bi-weekly	Mow & edge turf bi-weekly Fertilize	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly Aerate	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly Fertilize	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly
Trim shrubs ground cover, Vines & trees Weed Control			Trim shrubs ground cover, Vines & trees Fertilize Weed Control			Trim shrubs ground cover, Vines & trees Weed Control		Inspection of trees	Trim shrubs ground cover, Vines & trees Weed Control		
Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly
Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week

MV00203641

MERCHANTS LANDSCAPE SERVICES, INC.
C CITY OF MORENO VALLEY
ANNUAL MAINTENANCE SCHEDULE 2012
E-3A FULL SERVICE

Merchants Landscape Services
8847 W. 9th Street
Rancho Cucamonga, CA 91730
California Contractor's License
#765859

January 2012

JAN.	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees pre-emergence Weed Control	Trim shrubs ground cover, Vines & trees snail bait Fertilize Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees snail bait Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Inspection of trees Fertilize Weed Control	Trim shrubs ground cover, Vines & trees snail bait Weed Control	Trim shrubs ground cover, Vines & trees pre-emergence Weed Control	Trim shrubs ground cover, Vines & trees Weed Control
Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly
Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week

MV00203642

MERCHANTS LANDSCAPE SERVICES, INC.
C CITY OF MORENO VALLEY
ANNUAL MAINTENANCE SCHEDULE 2012
E-3A SERVICE SCHEDULE LEVEL 2

Merchants Landscape Services
8847 W. 9th Street
Rancho Cucamonga, CA 91730
California Contractor's License
#765858

January 2012

JAN.	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
	Trim shrubs ground cover, Vines & trees Weed Control		Trim shrubs ground cover, Vines & trees Fertilize Weed Control		Trim shrubs ground cover, Vines & trees Weed Control		Trim shrubs ground cover, Vines & trees Weed Control	Inspection of trees Fertilize	Trim shrubs ground cover, Vines & trees Weed Control		Trim shrubs ground cover, Vines & trees Weed Control
Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly
Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week

City of Moreno Valley
Landscape Maintenance Crew

E-3 E-3A Level 3 Jan-12

3 man detail crew	3 man detail crew	4 man mow crew	4 man mow crew		
Monday	*Tuesdays*	*Wednesdays*	*Thursday*	*Fridays*	*Legend*
E-3 Detail Crew	E-3 Detail Crew	E-3 Mow and Edge	E-3 Mow and Edge		1st Week
E-3 Detail Crew	E-3 Detail Crew	E-3 Detail Crew	E-3 Detail Crew		2nd Week
E-3 Detail Crew	E-3 Detail Crew	E-3 Mow and Edge	E-3 Mow and Edge		3rd Week
E-3 Detail Crew	E-3 Detail Crew	E-3 Detail Crew	E-3 Detail Crew		4th Week

MV00203644

City of Moreno Valley
Landscape Maintenance Detail Crew

E-3 E-3A

Level 3

1 man irrigator	1 man irrigator				
Mondays	*Tuesdays*	*Wednesdays*	*Thursday*	*Fridays*	*Legend*
Inspection Area E-3	Inspection Area E-3				1st Week
Inspection Area E-3	Inspection Area E3A				2nd Week
Inspection Area E-3	Inspection Area E-3				3rd Week
Inspection Area E-3	Inspection Area E-3A				4th Week

MV00203645

Date: Moreno Valley site inspection form

1 Moreno Valley Ranch West E-3
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3 Lasselle Powerline Parkway E-3A
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MV00203646

V: FREQUENCY OF SERVICE TABLE

Service Type	Service Schedule Level 1 (4 Week)	Service Schedule Level 2 (8 Week)	Service Schedule Level 3 (12 Week)
17.A. Turf Care			
Mow/edge/trim	Weekly	Every other week	Every other week
Aeration	Bi-annually (Spring & Fall)	Bi-annually (Spring & Fall)	Annually (Spring)
17.C. Shrub Care			
Prune/trim	Monthly	6x's per year	4x's per year
17.D. Ground Cover			
Prune/trim	Monthly	6x's per year	4x's per year
17.E. Weed Control			
Weed control	Monthly	6x's per year	4x's per year
17.G. Debris/Litter			
Debris/Litter removal	Weekly	Every other week	Monthly
18.A. Turf Fertilization	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)
18.B. Shrub/Ground Cover Fertilization	2x's per year (April & Sept.)	2x's per year (April & Sept.)	1x per year (April)

VI: SAMPLE SERVICE SCHEDULES

A. E-3 – 4 WEEK ROTATION (Service Schedule Level 1)

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-3 Landscaping Schedule

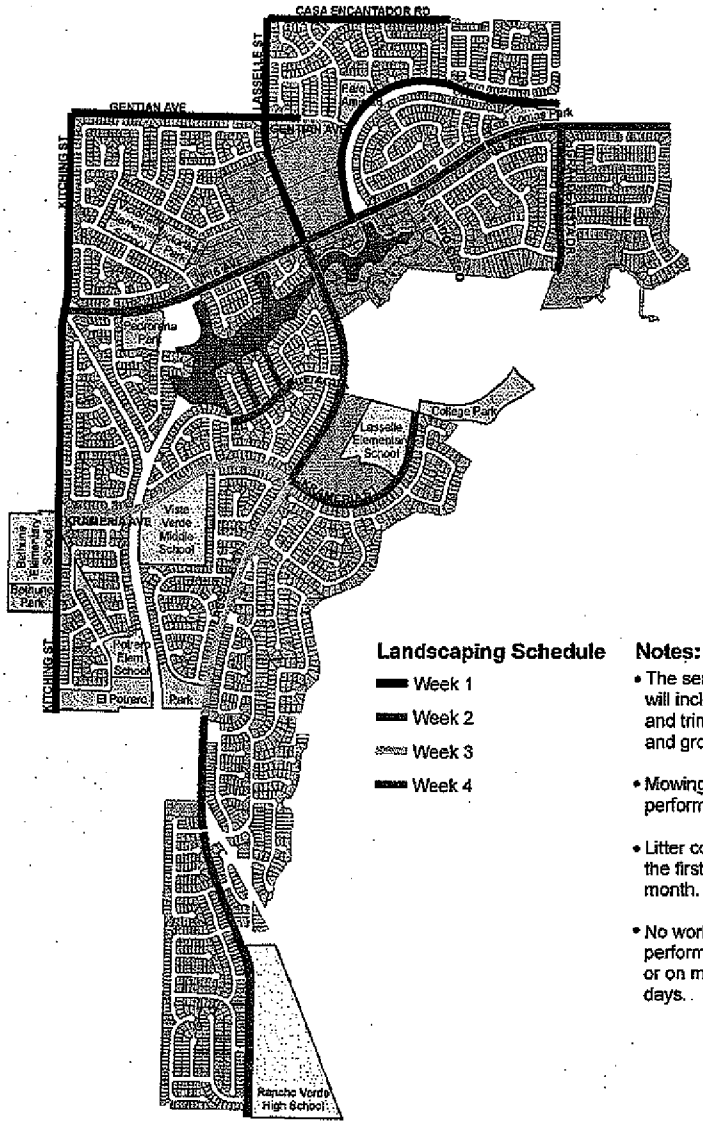

Landscaping Schedule

- Week 1
- Week 2
- Week 3
- Week 4

Notes:

- The service for each area will include weed control and trimming of shrubs and groundcover.
- Mowing of turf is performed every ~~2 weeks.~~ week.
- Litter control is performed the first Wed. of each month.
- No work shall be performed on City holidays or on mandatory furlough days.

N

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Map Produced by Moreno Valley
Geographic Information System
File: G:\ArcMap\Special Districts\
MovalRanch_LandscapingSchedule_4wk.mxd
November 16, 2011

MORENO VALLEY
WHERE DREAMS SOAR

B. E-3 - 8 WEEK ROTATION (Service Schedule Level 2)

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-3 Landscaping Schedule

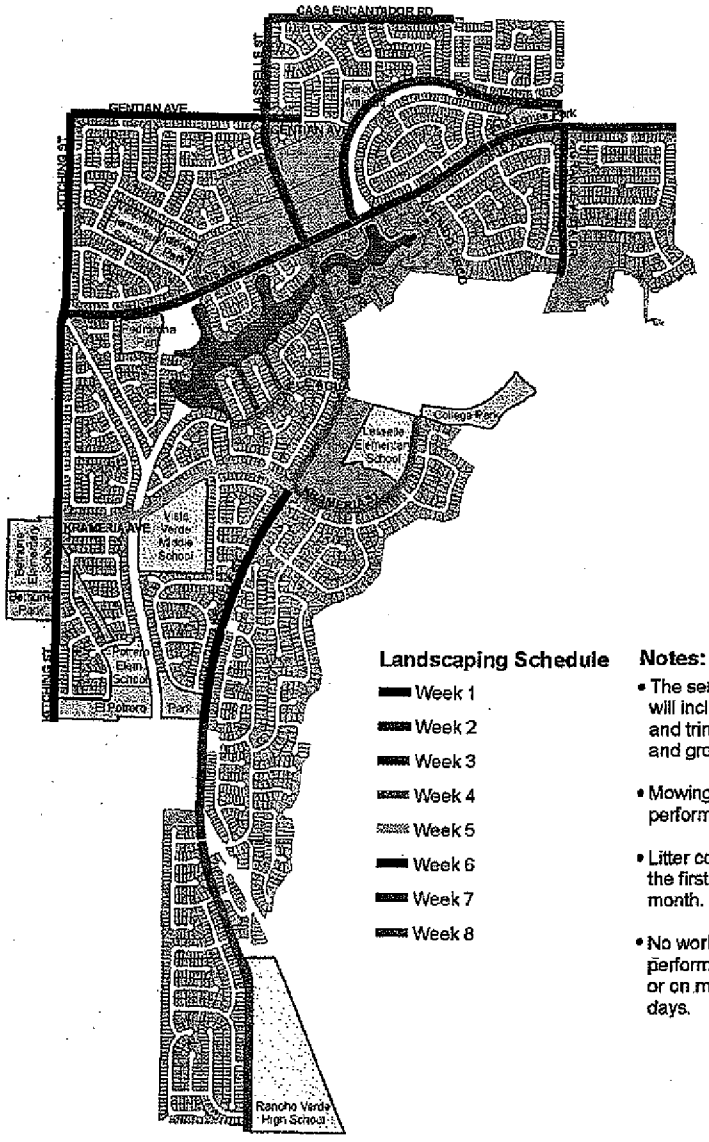

Landscaping Schedule

- Week 1
- Week 2
- Week 3
- Week 4
- Week 5
- Week 6
- Week 7
- Week 8

Notes:

- The service for each area will include weed control and trimming of shrubs and groundcover.
- Mowing of turf is performed every 2 weeks.
- Litter control is performed the first Wed. of each month.
- No work shall be performed on City holidays or on mandatory furlough days.

N

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Map Produced by Moreno Valley
Geographic Information System
File: G:\ArcMap\Special Districts\
MovalRanch_LandscapingSchedule_8wk.mxd
November 15, 2011

MORENO VALLEY
WHERE DREAMS SOAR

C. E-3 - 12 WEEK ROTATION (Service Schedule Level 3)

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-3 Landscaping Schedule

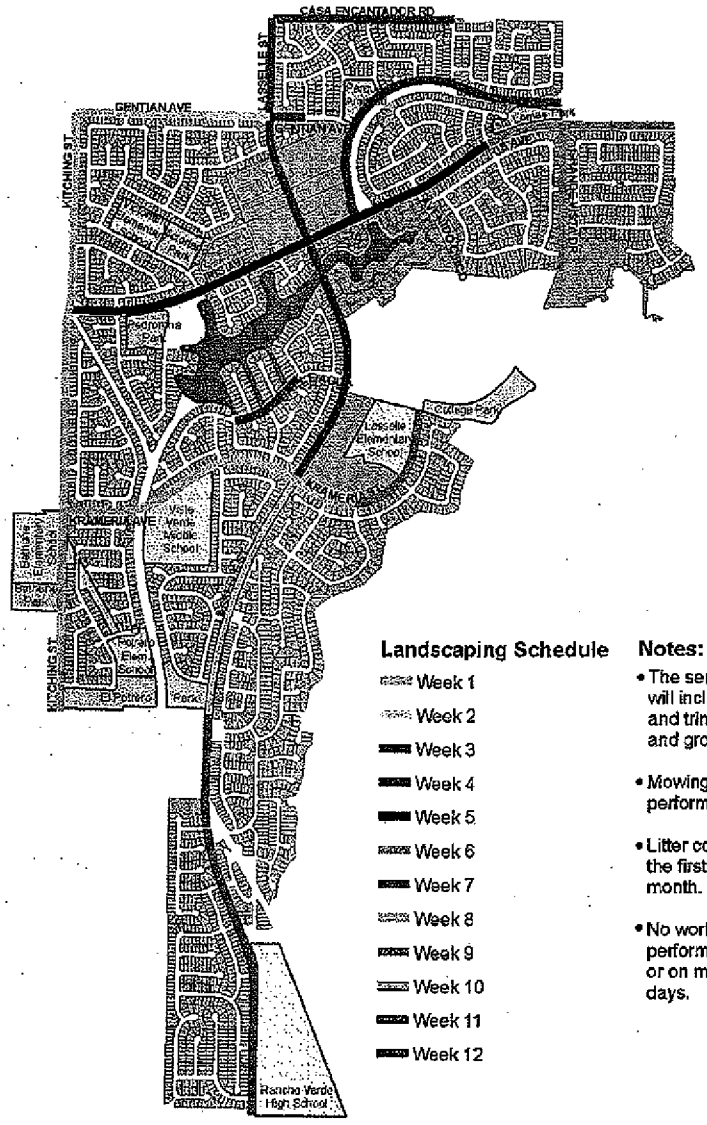

Landscaping Schedule

- Week 1
- Week 2
- Week 3
- Week 4
- Week 5
- Week 6
- Week 7
- Week 8
- Week 9
- Week 10
- Week 11
- Week 12

Notes:

- The service for each area will include weed control and trimming of shrubs and groundcover.
- Mowing of turf is performed every 2 weeks.
- Litter control is performed the first Wed. of each month.
- No work shall be performed on City holidays or on mandatory furlough days.

N

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any losses, losses or damages resulting from the use of this map. This map is not to be reproduced or resold.

Map Produced by Moreno Valley Geographic Information System
File: G:\ArcMap\Special Districts\MovalRanch_LandscapingSchedule.mxd
November 15, 2011

MORENO VALLEY
WHERE DREAMS SOAR

D. E-3A

The area shall be maintained at the frequency of every 4 weeks (service schedule level 1), 8 weeks (service schedule level 2), or 12 weeks (service schedule level 3).

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-3A • Lasselle Powerline Parkway
(Areas de lineas de alta tensión por la Lasselle)

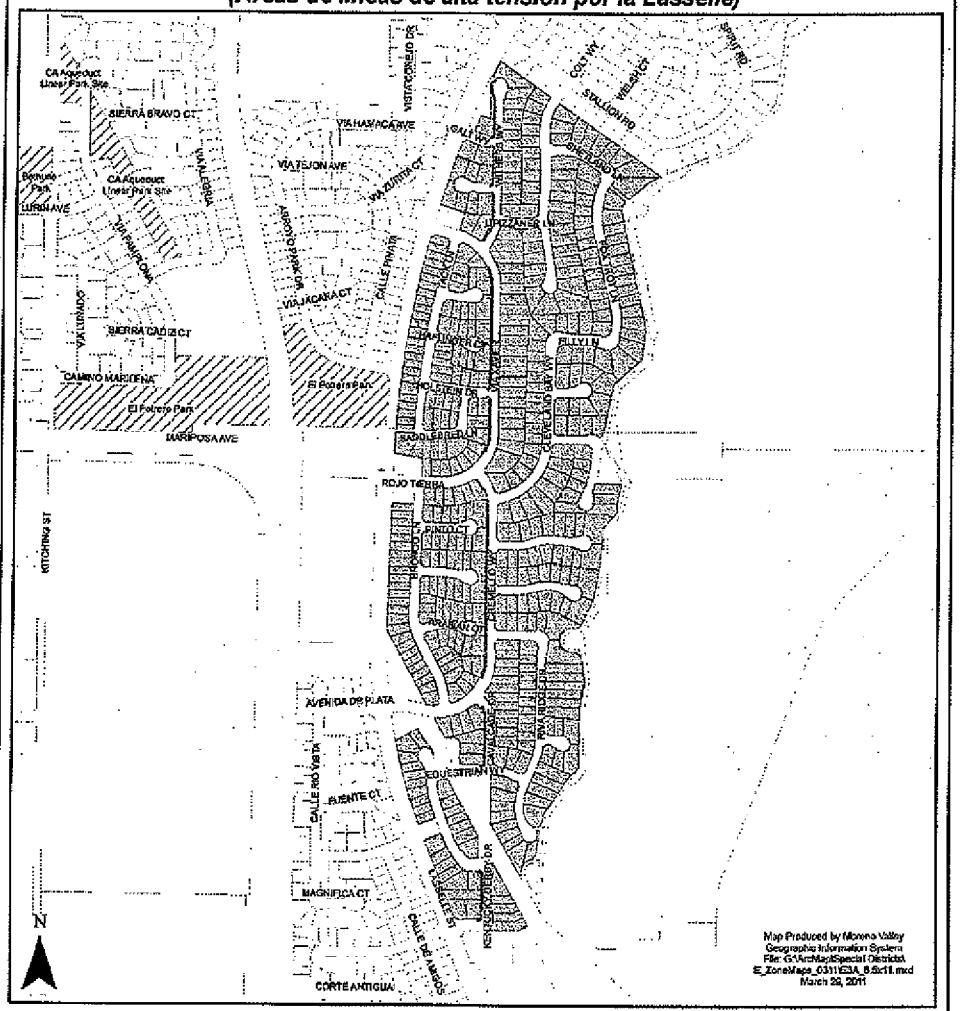

Landscaped Parkway *(Areas Ajardinadas)*

Zone E-3A Parcels *(Zona E-3A Parcelas)*

MORENO VALLEY
WHERE DREAMS SOAR

VII. PROPOSED ANNUAL MATERIAL SCHEDULE

A. Fertilizers:

List the fertilizers to be furnished to execute work tasks specified in Exhibit A. Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
23-5-10	180 bags - 50 lbs.	$3,600.00

B. Pesticides:

List pesticides to be furnished to execute work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Snap shot - pre-emergent	150 lbs.	$300.00
Fusilade - Herbicide	3 pints	$210.00
Fumitoxin - Gopher control	15 flask	$390.00
M-pede-insecticide	36 gal.	$120.00

VIII. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

A. Communications:

The General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Scope of Services specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

Merchants has a 24 hour/7 days a week dispatch manned by Merchants employees. Also, all Area Managers have Sprint phones/radios with Blackberry capability for field e-mail access. All crew foreman also have Sprint phones/radios. All of the above allows Merchants to have a 24 hours, 7 days a week rapid communication capabilities.

B. Traffic Safety:

The General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

Merchants possesses all it's own traffice control devices, including arrow boards, delinators signage etc. It is very versed and experienced in caltrans requirements. It practices traffic control daily in Cities through out Southern California.

C. **Greenwaste Recycling:**

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

Burrtec Waste Industries, Inc.
9820 Cherry Ave.
Fontana, CA. 92335
Contact: Vicent - (800) 998-8774

Burrect Waste Industries, Inc.
1850 Aqua Mansa Rd.
Riverside, CA. 92509
Contact: Judy Davis - (951) 786-0639

Aqua Mansa Waste Site
1830 Aqua Mansa Rd.
Riverside, CA. 92509
(951) 786-0544

IX. LIST OF SUBCONTRACTORS

A. SUBCONTRACTORS:

In compliance with the provisions of Government Code, Section 4102, the undersigned Proposer sets forth the name and location (address) of the place of business of each subcontractor who will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
None		

RFP NO. E-3/11-12

X. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE _____

PRINTED NAME Mark Brower

TITLE President

COMPANY NAME Merchants Landscape Services, Inc.

DATE February 17, 2012

RFP NO. E-3/11-12

XI. PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the Moreno Valley Community Services District and Merchants Landscape Services and further , the aforesaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind Merchants Landscape Services to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT (PRINTED), SIGNED AND DATED

SIGNATURE _____

NAME Mark Brower

TITLE President

COMPANY NAME Merchants Landscape Services, Inc.

DATE February 17, 2012

MERCHANTS LANDSCAPE SERVICES

BRANCH LIST

Pomona Branch
8847 W. 9th Street
Rancho Cucamonga CA, 91730
Regional Manager – Patrick Healy

Phone: 800-645-4881
Fax: 909-981-1029
Cell: 310-864-9900

Los Angeles Branch
11220 ½ Peoria St.
Sun Valley, CA 91352
Regional Manager – Patrick Healy

Phone: 800-645-4881
Fax: 818-504-2578
Cell: 310-864-9900

Orange County
1639 E. Edinger Ave. Building # C
Santa Ana, CA 92705
O.C. Regional Manager – Martin Herrera

Phone: 800-645-4881
Fax: 714-972-3185
Cell: 714-720-1330

Irvine Branch
1510 S. Lyon St.
Santa Ana, CA. 92705
O.C. Regional Manager – Martin Herrera

Phone: 800-645-4881
Fax: 714-972-3185
Cell: 714-720-1330

Palm Springs Branch
1130 Valdivia, Suite #A
Palm Springs, CA 92262
Branch Manager – Mike Kartchner

Phone: 800-645-4881
Fax: 760-864-9528
Cell: 760-802-4519

merchants landscape services, inc.

EQUIPMENT INVENTORY

Revised 10-18-11

Description	Serial #
22" Double Sided	8040608
22" Double Sided	9111852
4.0HP Honda	C11118
4.0HP Honda	C11471
Aerator - John Deere 1500 A20857	M01500X025435
Aerator - Lesco / push behind	72260835
Aerator Classen 42" 3 pt hitch	720263984
Aerator Drum 70"	20637
Aerator Gearmore w/tank	614002 / A20977
Aerator Hasqaverna walk behind	53058177
Aerator Honda 25.5 - Blu H742	83970569
Aerator Landpride PTO CA2560	574628
Aerator Model 968982105 Husquarna	8400476
Aerator Tow - Lesco	72260739
Aerator Tow behind	645
Aerator Walk behind	74238666
Aireator - Orange	53058177
Arborist's Saw 35cc	167677832
Arborist's Saw 35cc	169484303
Auger Honda Engine	A20849
Auger post hole digger w/2" - Echo A20447	E02103003542
Avger Honda/Ground hog-Mod. C71-5	1741792
Backpack Blower	271288400
Backpack blower	272069304
Backpack blower	272069313
Backpack blower	272069325
Backpack blower	T14211001105
Backpack blower	272069301

Description	Serial #
Backpack blower 36"-Walk behind Model TH	824945
Backpack blower Echo 44cc carb II	P08111002945
Backpack blower Echo-PB-413	P0811003315
Backpack blower Husquvarna - 145BF	3003305
Backpack blower Husquvarna - 145BF	965102305
Backpack blower STIHL-BR-550	271665390
Backpack blower STIHL-BR-550	271665392
Backpack blower STIHL-BR-550	271665400
Backpack blower STIHL-EB8520	8100766
Backpack blower STIHL-EB8520	8100911
Backpack blower STIHL-EB8520	9051522
Backpack blower STIHL-EB8520	9071730
Backpack blower STIHL-EB8520	9071742
Backpack blower STIHL-EB854	T14211001168
Backpack blower STIHL-EB854	T14211001170
Bagging System - Exmark LHPUV4650	718814
Battery Charger (for 6 & 12 volts) Model #7200	
Bit- 5 gallon	
Bit- 5 gallon	
Blower	4000-736
Blower	4001270-04
Blower	P02311002461
Blower	4001276-04
Blower	P02311002514
Blower	P02311025542
Blower	P02311025546
Blower	P02311025631
Blower	P08211002836

MV00203659

merchants landscape services, inc.

Description	Serial #
Blower	30002315
Blower	P02311025233
Blower	P02311025283
Blower	P02311025284
Blower	P02311025301
Blower	P02311025321
Blower	P02311025331
Blower	P02311025342
Blower	P02311025536
Blower	P02311026296
Blower	P33011002057
Blower - Echo	#09005538
Blower - Echo	D08111003544
Blower - Echo	O90005598
Blower - Echo	P02011001417
Blower - Echo	P08011015596
Blower - Echo	P08111002393
Blower - Echo	P08111002736
Blower - Echo	P08111002768
Blower - Echo	P08111002852
Blower - Echo	P08111003367
Blower - Echo	P08211002735
Blower - Echo	P08211003677
Blower - Echo	7611021673
Blower - Echo (blue)	2004117
Blower - Echo PB500HT	P02311006658
Blower - Echo PB500HT	P02311008859
Blower - Echo PB500HT	P02311023203

Description	Serial #
Blower - Echo PB500HT	P02311023292
Blower - Echo PB500HT	P02311023295
Blower - Echo PB500HT	P33011001514
Blower - Hasqvarna (green/black)	3004020
Blower - Hasqvarna (white)	3003318
Blower - Husqvama	3000793
Blower - Husqvama	3003317
Blower - Husqvama	3003850
Blower - Husqvama	3003867
Blower - Husqvama (black)	2005701
Blower - Husqvama (black)	3002024
Blower - Husqvama (black)	3002032 - 551139
Blower - Husqvama (orange)	3003215
Blower - Husvarna	60084
Blower - Husvarna	2001840
Blower - Husvarna	2003287
Blower - Husvarna	2011846.00
Blower - Husvarna	3000791
Blower - Husvarna	5000437
Blower - Husvarna	13000710
Blower - Kawaski (yellow)	56002021
Blower - PB500HT	P02311003668
Blower - PB500HT	P02311003698
Blower - PB500HT	P02311003707
Blower - PB500HT	P02311003795
Blower - PB500HT	P02311020201
Blower - Shindawa	4107423
Blower (Back Pack) 1 Echo 50CC Model PB50	S69311005757

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Description	Serial #
Blower (Backpack)	904091
Blower (Backpack)	904093
Blower (Backpack)	904095
Blower (Backpack)	904097
Blower (Backpack)	285717301
Blower (Backpack)	T14211001051
Blower (black & white)	1002106
Blower (Mist) Model MD155DX-Maruyama	267622333
Blower (Mist) Model SR420Z-STILI	267622355
Blower back pak	9535115-76
Blower Backpack	904107
Blower Backpack	80704100
Blower Echo	P08211003528
Blower Echo	P08211003546
Blower Echo	PO8111001519
Blower Echo 4600	21171
Blower Echo 4600	9003418
Blower Echo 4600	42023570602
Blower Echo 4600	570411001510
Blower Echo Model PB413-H	2002773
Blower Echo Model PB413-H	2004160
Blower Husquvarna	2003214
Blower Husquvarna	3000795
Blower Husquvarna	3003206
Blower Husquvarna	5000061
Blower Husquvarna	5000435
Blower Husquvarna	7003839
Blower Husquvarna	10004766

Description	Serial #
Blower Echo Model PB413-H	9002264
Blower Echo Model PB415T	P08111001232
Blower Husquarna 145BF	2003219/2003223
Blower Husquvarna	1569
Blower Husquvarna	20001849
Blower Husquvarna	30002728
Blower Husquvarna	50000441
Blower Husquvarna	70924381
Blower Low Noise - Echo PB460LN	P08211002855
Blower Low Noise - Echo PB460LN	P08211003319
Blower Low Noise - Echo PB460LN	P08211003392
Blower Low Noise - Echo PB460LN	P0821100344
Blower Low Noise - Echo PB460LN	P08211003529
Blower Low Noise - Echo PB460LN	P08211003538
Blower Low Noise - Echo PB460LN	P08211003541
Blower Low Noise - Echo PB460LN	P08211003715
Blower Low Noise - Echo PB460LN	P08211006691
Blower Low Noise - Echo PB460LN	P08211006767
Blower Red Max Model EB2500	216836
Blower Red Max Model EB2500	71003044
Blower Red Max Model EB2500	E1325000
Blower Redmax	80206383
Blower Redmax Model EBZ5000	50403101
Blower Redmax Model EBZ5000	56300609
Blower Solo backpack	
Blower Stihl	271665391
Blower Stihl	No serial#
Blower, Frame, Throttl	4001266

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Description	Serial #
Blower, Frame, Throttl	620001275
Blower, Frame, Throttl	620001276
Blower, Frame, Throttl	620001279
Blower, Frame, Throttl	4000726
Blower, Frame, Throttl	4000728
Blower, Frame, Throttl	4000736
Blower, Frame, Throttl	40000739
Blower, Frame, Throttlb	4001279
Blower/Hip Throttle - Echo PB413HC	P08011020164
Blower/Hip Throttle - Echo PB413HC	P08011020184
Blower/Hip Throttle - Echo PB413HC	P08011020191
Blower/Hip Throttle - Echo PB413HC	P08011020193
Blower/Hip Throttle - Echo PB413HC	P08011020197
Blower-low noise	1002836
Blower-Redmax	EBZ9100-CA
Blower-Shindawa	90717
Bluebird 22" Flail Power rake	072330206
Bottle jack 10 tons	
Bulldog 500 Gallon Water trailer	
Cart Cushman	99000804
Chain Saw - Homelite	ATL1942287
Chain Saw - Husqvarna	SM080300474
Chain saw - STHL (Big)	30030006821
Chain saw (small) - Echo	2037266
Chain Saw 1 Echo 32.6cc Chain Saw 14" bar top handle	C07811002340
Chain Saw 1 Echo 32.6cc Chain Saw 14" bar top handle	C07711009382
Chain Saw 14"	285232710
Chain Saw 14"	285232715

Description	Serial #
Chain Saw 14"	C07611009915
Chain Saw 16" - Echo	C07611003642
Chain Saw 16" - Echo	C07611007001
Chain Saw Echo	341
Chain Saw Echo	2027080
Chain Saw Echo	2054689
Chain Saw Echo - 16"	C14709004338
Chain Saw Echo - 16"	CS378-16
Chain Saw Echo Model CS341	2027183
Chain Saw Husqvarna 36cc	74439484
Chain Saw Stihl	269159862
Chainsaw - Echo	C08011005435
Chainsaw - Echo small	2029100
Chainsaw - Stihl	3005000409
Chainsaw - Stihl	11226610503
Chainsaw - Stihl	30050007409
Chainsaw - Stihl	ms250
Chainsaw 14" Echo-C-S 341	C07611003730
chainsaw 18"	279612776
Chainsaw 18" 3/8 62DL	C08111239931
chainsaw 18" - STI MS250-18	278327202
chainsaw 18" MS250-18	279612761
Chainsaw 20" Echo-C-S 520	5019852
Chainsaw 20" Echo-C-S 520	5033518
Completing Kit - Exmark LHPUV	109-1014
Completion Kit - Exmark 109-1169	
Cushman w/hi/low hydraulics & PTO kit	
Dethatcher - 22" Flail 5.5hp Hon	81762524

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Description	Serial #
Dethatcher - 22" Flail 5.5hp Hon	85075089
Dethatcher PTO Vrismo (purchased from Eberhard)	
Dethatcher walk behind - BlueBird	54262662
Dethatcher walk behind - BlueBird	72330206
Drive kit 60" - Exmark 109-1167	109-1167
Drive kit 60" - Exmark 109-1167	
Edge Trimmer - Model 300-1C	B795989
Edge Trimmer - Model 308-H	B66969
Edge trimmer long	S69311004793
Edger - Echo	ACN006662862
Edger - Power trim	5685110011570
Edger - Power trim	B84597
Edger - Power trim	S68511001565
Edger - Power trim	S68511001644
Edger 3.5 hp	C11444
Edger 3.5 hp - POW200-4	C07182
Edger 3.5 hp - POW200-4	C07223
Edger 3.5 hp - POW200-4	C07414
Edger 3.5hp	C06522
Edger 3.5hp	C11443
Edger 3.5HP - POW 200-4	C05761 / 0802213YA85180
Edger 3.5HP - POW 200-4	C05802 / 080213YA85196
Edger 3.5HP - POW 200-4	C06093
Edger C05761	0802213YA25180
Edger C05802	080213YA85196
Edger Echo	568511001524
Edger Echo pe200	68211001143
Edger Pole - Echo	568511001483

Description	Serial #
Edger Power Trim	B57935
Edger Power Trim	B78716
Edger Power Trim	B78717
Edger Power Trim	B83926
Edger Power Trim	B87644
Edger Power Trim	B87852
Edger Power Trim	BA7906
Edger Power Trim 208	66777
Edger Power Trim 308	72710
Edger Power Trim 308	9001229
Edger Power Trim - PE265C	S68511001508
Edger Power Trim 308	6caat1119102
Edger Power Trim Model 208-H	B79589
Edger Stick	9111088
Edger Stick	9111115
Edger Stick	9111978
Edger Stick	1001340
Edger Stick	6002219
Edger Stick - Echo	9092498
Edger Stick - Echo	60001916
Edger Stick - Echo	E29111002326
Edger Stick STIHL-FC-100	267090447
Edger Stick STIHL-FC-100	269791095
Edger Stick STIHL-FC-100	367090578
Edger Stick Echo-LE242	9111087
Edger Stick Echo-PE-261	6002515
Edger Trimmer - Model 308-H	B43973
Gator turf - John Deere	19342

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Description	Serial #
Gator turf - John Deere	19356
Gator turf - John Deere	W004X2X090777
Gator-John Deere	W04X2XD014093
Gator-John Deere	W04X2XD0142236
Gator-John Deere	W04X2XD014241
Gator-John Deere	W0TURFD002862
Gator-John Deere	W0TURFD003334
Gator-John Deere	W0TURFD0035691
Gator-John Deere	WOTURF019344
Gator-John Deere	WOTURFD003335
Gator-John Deere (Used)	W0TURD002841
Grinder Belly	
Grinder Dewal 41/2"	
Hedge Shear Echo	564811010220
Hedge Shear Echo	6006058
Hedge Shear Echo	6006770
Hedge Shear Echo	6006798
Hedge Shear Echo	6008575
Hedge Shear Echo	6008816
Hedge Shear Echo	6009894
Hedge Shear Echo	6009981
Hedge Shear Echo	6010099
Hedge Shear Echo	S69311005741
Hedge Shear Echo Extention	6004692
Hedge Shear Echo Extention	6008217
Hedge Shear Echo Extention	6014049
Hedge Shear Echo Extention	69311003529
Hedge Shear Echo Extention	569311004400

Description	Serial #
Hedge Shear Echo Extention	569311001274
Hedge Shear TMC	533404
Hedge Shear TMC	552890
Hedge Shear TMC	553495
Hedge Shears - ECHO HC233	6004549
Hedge trimmer	588853
Hedge trimmer	588854
Hedge trimmer	588867
Hedge trimmer	588901
Hedge Trimmer	1004793
Hedge Trimmer	1005229
Hedge Trimmer	1005236
Hedge Trimmer	1005485
Hedge trimmer	1005488
Hedge trimmer	1005490
Hedge Trimmer	11003249
Hedge Trimmer	S64811011231
Hedge trimmer	S69311008840
Hedge Trimmer	11001362
Hedge trimmer	588853
Hedge trimmer	5009808
Hedge Trimmer - 22.6cc	590924
Hedge Trimmer - Echo	5001832
Hedge Trimmer - Echo	6004017
Hedge Trimmer - Echo	S64811012945
Hedge Trimmer - Echo	S69311008777
Hedge Trimmer - Echo	6006213
Hedge Trimmer - Echo	18080090

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Description	Serial #
Hedge Trimmer - Echo	002923
Hedge Trimmer - Echo	5001087
Hedge Trimmer - Echo	S64811010440
Hedge Trimmer - Echo	S6481110509
Hedge Trimmer - Echo (black)	6002168
Hedge Trimmer - Echo (orange)	6001352
Hedge Trimmer - Echo (white)	6008220
Hedge Trimmer - Echo (yellow)	6006220
Hedge Trimmer - Echo Articulated Shaft	T43011001293
Hedge Trimmer - Echo Articulated Shaft	T43011001304
Hedge Trimmer - Echo Articulated Shaft	T43011001345
Hedge Trimmer - Echo Articulated Shaft	T43011001351
Hedge Trimmer - Echo Articulated Shaft	T43011001358
Hedge Trimmer - Echo Articulated Shaft	T43011001379
Hedge Trimmer - Echo stick	6006785
Hedge Trimmer - Extension	5009936
Hedge Trimmer - Extension	569311005497
Hedge trimmer - HC235	S64811010752
Hedge trimmer - HC235	S64811010803
Hedge trimmer - HCA265	S64811010603
Hedge trimmer - HCA265	S64811010791
Hedge trimmer - HCA265	S64811013249
Hedge trimmer - HCA265	S69311005493
Hedge trimmer - HCA265	S69311005498
Hedge trimmer - HCA265	S69311008876
Hedge trimmer - HCA265	S69311009043
Hedge Trimmer - Large	274102356
Hedge Trimmer - Long Stihl	272879981

Description	Serial #
Hedge Trimmer - Long Stihl	274102350
Hedge Trimmer - Redmax	41206912
Hedge Trimmer - Redmax	41207528
Hedge Trimmer - Shindawa	5280
Hedge Trimmer (black & white)	06008-7
Hedge Trimmer 22.6cc - PHT355OZ	595293
Hedge Trimmer 22.6cc - PHT355OZ	595314
Hedge Trimmer 30"	T08511002735
Hedge Trimmer 30" FWRAP	584337
Hedge Trimmer 30" FWRAP	584340
Hedge Trimmer Echo	T43011001952
Hedge Trimmer Echo	6003820
Hedge Trimmer Echo	6006771
Hedge Trimmer Echo	6008602
Hedge Trimmer Echo 30"	S64811011602
Hedge Trimmer Echo 30"	T08511001886
Hedge Trimmer Echo 30"	T08511001894
Hedge Trimmer Echo 30"	T08511003279
Hedge trimmer Echo Model HCA 261	6008321
Hedge Trimmer Extension - Echo	569111001057
Hedge Trimmer Extension - Echo	E291110022075
Hedge Trimmer Extension - Echo	E29111002258
Hedge Trimmer Extension - Echo	E29111002284
Hedge Trimmer Extension - Echo	S691110011019
Hedge Trimmer Extension - Echo	S85411001015
Hedge trimmer Redmax Model HT2-2400	41207698
Hedge Trimmer Stick - Kawasaki	39970
Hedge Trimmer1 Echo 25.4CC Articulated Sh	80301400

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Description	Serial #
Hedge trimmer1 Echo 25.4CC Articulated Shaft-Model HC/	3693110024
Hedge trimmer1 Echo 25.4CC Articulated Shaft-Model HC/	569211003769
Hedge trimmer1 Echo 25.4CC Articulated Shaft-Model HC/	569311005041
Hedge trimmer1 Echo 25.4CC Articulated Shaft-Model HC/	569311005757
Hedge trimmer1 Echo.25.4CC Articulated Shaft-Model HC/	699311006612
Honda 4.1HP	C11597
Honda 4.1HP	C11599
Honda Engine HRC216K2HXA	1048355
Interseeder walk behind Ryan	92517128
John Deere 1200A Bunker and Field Rake	T01200A165419
Kaw W/Tarhead	286340
Kawasaki fe120 Pump 4.0	
Keyboard Terminal - Motorola	added 11/16/09
Laser - Shindaiwa	697975
Laser 48" - Exmark	473852
Laser 52" - Exmark	480140
Laser 52" - Exmark	no serial #
Lazer 50" 23HP Kaw - Exmark LHP23KA505	726393
Lazer 56" Exmark - Model# LHP23KA365	617327
Lazer 60" - Exmark 30HP w/dump system	641456/624012
Lazer 60" 29HP Kaw - Exmark LXS29LKA605	745059
Lazer 72'	654124
Lazer 72'	634022
Lazer 72" Exmark Ultravac	UV6672
Lazer 942230 ZT226 26hp kohler EFI 61" deck	94223000222
Lazer Exmark 52" - 27hp	872875
Lazer Exmark 52" - 27hp	LZZ27KC526
Lazer Exmark 52" Rider	290108

Description	Serial #
Laser 52" - Scag	FH680VB98531
Laser 56" - Exmark	657938
Laser 56" - Exmark	676013
Laser 72" - Exmark	69797
Laser 72" - Exmark	613906
Laser 72" - Exmark	N358061
Laser 72" mower	411300951
Laser XS 72" - Exmark	677887
Laser XS 72" - Exmark	697977
Lazer 23hp 56" LHP Kaw	699690
Lazer 29HP KAW 60" - Exmark LXS29LKA60	745070
Lazer 36" Exmark - Model# M15KA362	651011
Lazer Exmark 72" - 29hp	852748
Lazer Exmark 72" - 34hp	LZZ34KA726
Lazer Mower Bagging System	981286
Lazer mower ultravac	925180
Lazer-Z 29HP 72" - Exmark LXS29LKA725	728159
Lazer-Z 72" 34 hp Kawasaki	883156
Lazer-Z 72" 29 hp	613921
Lazer-Z 72" 29 hp	728129
Lazer-Z 72" Exmark	954373
Lazer-Z 72" Exmark	954374
Lazer-Z 72" Exmark	954375
Lazer-Z 72" Exmark	954386
Lazer 72" exmark lazer-z w/29HP	954371
Lazer 72" exmark lazer-z w/29HP	954372
Lazer 72" exmark lazer-z w/29HP	954380
Lazer 72" exmark lazer-z w/29HP	954381

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Description	Serial #
72" exmark lazer-z w/29HP	954382
72" much kit	
Lazor 52"	222842
Levy Broadcaster new	4800669
Lily spreader	232020000/9360692
Lily spreader tow behind	
Metro 36" W/Pist Grip	708499
Mower - 21" 6HP Kawasaki Sp-Exmark MSKA21CA	799797
Mower - 21" 6HP Kawasaki Sp-Exmark MSKA21CA	799798
Mower - 21" 6HP Kawasaki Sp-Exmark MSKA21CA	799799
Mower - 21" 6HP Kawasaki Sp-Exmark MSKA21CA	799800
Mower - Bobcat 218 Estate18HP Briggs 52" deck	94221101093
Mower - Bobcat 218 Estate18HP Briggs 52" deck	94221101370
Mower - Exmark "Lazer HP 50"	292002
Mower - Exmark "Lazer HP 50"	604495
Mower - Exmark "metro 21"	445996
Mower - Exmark "Navigator	35204014
Mower - Exmark 21" with new engine	446008
Mower - Exmark 36"	392595
Mower - Exmark 36" Model M15KA362	655254
Mower - Honda	S69039
Mower - Honda "Flail, reel	GC02-7030978
Mower - John Deere 3235C	'C3235C020879-Tag49M0029
Mower - Maka-Honda 21'	102157
Mower - Maka-Honda 21'	1014168
Mower - tru cut P-20 reel	828805
Mower (Walk behind) Ex-Mark Model M3615KA	485930
Mower (Walk behind) Ex-Mark Model M3615KA	485955

Description	Serial #
Mower 12" Comm.S/P Hyd	MAKA1053206
Mower (Walk behind) Ex-Mark Model TT361	497003
Mower 21'	647115
Mower 21" - Exmark	FJ180VF04437
Mower 21" - Ex-mark	267622291
Mower 21" - Honda	1052109
Mower 21" - Honda	M2AN620580
Mower 21" - John Deere	6xjs25c170834
Mower 21" - Metro	559928
Mower 21" - Toro	#260003887
Mower 21" Exmark 6PH kaw	745677
Mower 21" Honda	MZAN - 6203925
Mower 21" Kawasaki	6206583/FJ180VF76265
Mower 21" Metro SP-Exmark	662972
Mower 21" Push - Exmark-N6KA21B	647095
Mower 21" Push - Exmark-NFKA21	662969
Mower 26" - Metro	738046
Mower 36" - Exmark	485956
Mower 36" - Exmark	646087
Mower 36" Exmark	376648
Mower 36" Walk behinds - Exmark	229293
Mower 36" Walk behinds - Exmark	266229
Mower 36" Walk behinds - Exmark	297908
Mower 36" Walk behinds - Exmark	370429
Mower 36" Walk behinds - Exmark	561791
Mower 48" Rider - Exmark Model LHP4823	269543
Mower 50" ride on - Exmark	FH680vb71282
Mower 56' ride on - Exmark	617329

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Description	Serial #
Mower 60' ride on - Exmark	570013
Mower 60" Vericut PTO	VT08179-60
Mower 72" - Exmark Lazer mower"	53-191067
Mower 72" - Exmark Lazer mower"	N45794B
Mower Back behind 36" Metro 17HP KAW-M17KA362CA	824994
Mower Bobcat 218 52" Rider	94221101368
Mower BobCat 60" mulching	94223000215
Mower Bobcat Rider 52"	94001101366
Mower Bobcat Rider 60"	94000400146
Mower Bobcat Rider 60"	94222400144
Mower Ex-Mark - Rider Model LHP4820KC	567432
Mower Exmark 36" Walk behind	245407
Mower Exmark 36" Walk behind	262382
Mower Exmark 36" Walk behind	411449
Mower Exmark 36" Walk behind	658966
Mower Exmark 52" Lazer Rider	632938
Mower Exmark 52" Lazer Rider	676012
Mower Honda 21" HRC 216	1020425
Mower Honda 21" HRC 216	1026378
Mower Honda 21" HRC 216	1029172
Mower Honda 21" HRC 216	1052132
Mower Honda 21" HRC 216	1052469
Mower Honda 21" HRC 216	1053974
Mower Honda 21" HRC 216	1093834
Mower Honda 21" HRC 216	6139675
Mower Honda 21" HRC 216	6165055
Mower Honda 21" HRC 216	6175763
Mower Honda 21" HRC 216	6193150

Description	Serial #
Mower Honda 21" HRC 216	6193869
Mower Honda 21" HRC 216	6198154
Mower Honda 21" HRC 216	10083780
Mower Honda 21" HRC 216	HRC2163HXA
mower -Jacobsen LF-4677-7 gang reel - Kubot	Model-ser67916-00001702
mower -Jacobsen Tri King 1900D 84" triplex -	D6623C0280
mower Jacobson 5-gang reel - LF3400	67868-1831
mower Jacobson 5-gang reel - LF3800	67867-2098
Mower Jacobson Tri-king - #00003801	67043
Mower John Deere 220 walk behind	Tag#49S0094 / M0220B2010302
Mower John Deere 2653A	C2653D140077 / Tag#49M0033
Mower John Deere 3235C	Tag#49M0389 / TC3235C030423
Mower Kawasaki 21" 6.5hp	443300
Mower Kawasaki 21" 6.5hp	443301
Mower Kawasaki 21" 6.5hp	523206
Mower Kawasaki 21" 6.5hp	670627
Mower Model MMDEL TT3615	266144
Mower Ride Along 48" LHP 483 KA	514648
Mower Ride Along 52" LHP 483 KA	516897
mower transferred from Santa Ana 21" - Hon	MAKA1020157
mower walk behind 21" snapper - 7800372	2012866971
Mower Walk behind 21"-Model HRC216KSX	MZAU-6162377
Mower Walk Behind 36" Model MMDEL TT3	497062
mower walk behind reel-Tru cut reel mower	825330
Mower Walk behind-Model HRC216KSXA	MZAU-6141423
Mower Walk behind-Model HRC216KSXA	MZAU-6190475
Mower-2010 Real Master 5510	310000101
Overseeder - Model #OS1848 A19985	461801

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Description	Serial #
Pole pounder	
Power Wash DE-walt	67DX39G11
Power Washer - Steam X	1280002750
Pressure Washer - Husky	6548190
Pressure Washer Dual 2007	1100049564
Pressure Washer MI-T-M Model SP2703-OMHB	10220432
Pump - Home lite	10540726
Rake Used John Deere 1200H Hydro 3wd w/plow	
RakeUsed Smithco Super Star Hydro	
Reciprecator Red Max Model 6Z25N	6006294
Remote controllers rain master $1,100.00/each	
Rotor Tiller	FRC800
Rotor tiller - Honda 5 HP	1009422
Rototiller	T15266
Rototiller Barreto - 13H8	GCAKI-1026721
SCAG "Tiger Cub"	7690232
Shred Vac - Echo	6003971
Sod cutter 18"/Blue Bird - Honda	83669572
Sod cutter ryan	54494506735
Soil reliever	
Spray Can	476-1704
Spray Can	476-2003
Spray Can	476-2104
Sprayer - Hicks Model GX120	None
Sprayer - Lesco Commercial plus	1661201
Sprayer - Lesco Model 1520-17-18-RT	7045940C085Z20006
Sprayer - Solar Model 3-5	None
Sprayer Hicks farms supply (5330c-x)	00200-10004

Description	Serial #
Sprayer Lesco kawasaky	1607962
Sprayer Schaben	45690z
Sprayer Solo back pack	
Sprayer Toro Boom	90454
Spreader #80 SS Commercial	45256
Spreader & Sprayer Lesco "Ride on	1008900
Spreader commerical	091186A250X100233
Spreader commerical	091186E050x100097
Spreader commerical	091186E050X100140
Spreader commerical	091186H208X100358
Spreader Larger fert. (red)	
Spreader Manual Walk Behind - Lesco	
Spreader Manual Walk Behind - Priselawn CRB	
Spreader Manual Walk Behind - SPYKER 288-SUR	
Spreader Small fert. (red)	
Stump Grinder	1J9MA1218A1167152
sump pump	
Thatch attacher "old yellow deth	94100507
Tool to make hydraulic hoses	
Top dresser turf tiger	A20702
Top Dresser Turfco Walkbehind	85417/692121
Toro vacuum	07073-0008
Tractor - John Deere	4/Front loader W00520X014043
Tractor - John Deere 5210	LV52105123603
Tractor - John Deere A20816	LV52105123602
Tractor kubota - A0782	LB702
Tractor Kubota - L3131DT	50783
Trailer - John Deere	TC022BX010203

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Description	Serial #
Trencher - Lesco	IVRX05IE351001456
Trim Diesel Triplx 3WD	TC25530110625
Trimmer - Lesco	569311001162
Trimmer 25.4cc String - SRM265SC	S65911003952
Trimmer 25.4cc String - SRM265SC	S65911003968
Trimmer 25.4cc String-SRM2655C	S65911003949
Trimmer 25.4cc String-SRM2655C	S65911003965
Trimmer 25.4cc String-SRM2655C	S65911006174
Trimmer 25.4cc String-SRM2655C	S65911006230
Trimmer 25.4cc String-SRM2655C	S65911006275
Trimmer 25.4cc String-SRM280SC	S66611006304
Trimmer 25.4cc String-SRM280SC	S66611006398
Trimmer 26cc CA APRV	1001718
Trimmer 26cc CA APRV	11001736
Trimmer 27cc hd S. TFC	446060
Trimmer 34.4cc String-KPW3600VL	36100685
Trimmer 34.4cc String-KPW3600VL	36100686
Trimmer Articulating	9122580
Trimmer Articulating	9122819
Trimmer commercial string	T42211001112
Trimmer commercial string	T42211001144
Trimmer commercial string	T42211001169
Trimmer Commercial string -SRM-266sc	T42211001006
Trimmer Commercial string -SRM-266sc	T42211001012
Trimmer Commercial string -SRM-266sc	T42211001024
Trimmer Commercial string -SRM-266sc	T42211001034
Trimmer Commercial string -SRM-266sc	T42211001047
Trimmer Commercial string -SRM-266sc	T42211001054

Description	Serial #
Trimmer Echo	2001481
Trimmer Echo	6002118
Trimmer Echo	6013084
Trimmer Echo	6015047
Trimmer Echo	6015191
Trimmer Echo	6015267
Trimmer Echo	6016424
Trimmer Echo	6022453
Trimmer Echo	6047779
Trimmer Echo	56631279
Trimmer Echo	64811005685
Trimmer Echo	565911004181
Trimmer Echo String - SRM280SC	S66611005150
Trimmer Hedge - Echo HC235	S64811010395
Trimmer Hedge - Echo HC235	S64811010408
Trimmer Hedge - Echo HC235	S64811010577
Trimmer Hedge - Echo HC235	S64811010650
Trimmer Hedge - Echo HCA265	S69311001258
Trimmer Hedge - Echo HCA265	S69311003610
Trimmer Hedge - Echo HCA265	S69311004779
Trimmer Hedge - Echo HCA265	S69311004935
Trimmer Hedge - Echo HCA265	S69311004942
Trimmer Hedge - Echo HCA265	S69311005058
Trimmer Hedge - Echo HCA265	S69311005091
Trimmer Hedge - Echo HCA265	S69311005115
Trimmer Hedge - Echo HCA265	S69311005122
Trimmer Hedge - Echo HCA265	S69311005177
Trimmer Hedge - Echo HCA265	S69311005232

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Description	Serial #
Trimmer Hedge - Echo HCA265	S69311005254
Trimmer Hedge - Echo HCA265	S69311005282
Trimmer Hedge - Echo HCA265	S69311005492
Trimmer Hedge - Echo HCA265	S69311008883
Trimmer Hedge - Echo HCA265	S69311008903
Trimmer Hedge - Echo HCA265C	S69311004990
Trimmer Hedge - Echo HCA265C	S69311005233
Trimmer Line - Model 62087 Shindaiwa	6103803
Trimmer Line - Echo Model SRM 216T	06066537
Trimmer Line - Model 62117 Shindaiwa	8024481
Trimmer Line - Model 62119 Shindaiwa	7110427
Trimmer Line - Model T261 Shindaiwa	6093807
Trimmer Line - Model T261 Shindaiwa	7110428
Trimmer Line 1 Echo 25.4cc	C0801003674
Trimmer Line 1 Echo 25.4cc Model SRM2651	P02011001595
Trimmer Line 1 Echo 25.4cc Model SRM2651	866011005118
Trimmer Pole - Echo	5008537
Trimmer Pole - Echo	56911001130
Trimmer Pole - Echo	564811005347
Trimmer Pole - Echo	569111001127
Trimmer Shindawa	4011573
Trimmer Shindawa	5030469
Trimmer Shindawa	6045452
Trimmer Shindawa	6052647
Trimmer Shindawa	6052648
Trimmer Shindawa	6114245
Trimmer Shindawa	6114257
Trimmer Shindawa	7110475

Description	Serial #
Trimmer String	9100603
Trimmer String	9116170
Trimmer String	9116173
Trimmer String 25.1cc - Echo SRM265SC	S65911003451
Trimmer String 25.1cc - Echo SRM265SC	S65911003458
Trimmer String 25.1cc - Echo SRM265SC	S65911003513
Trimmer String 25.1cc - Echo SRM265SC	S65911003518
Trimmer String 25.1cc - Echo SRM265SC	S65911006270
Trimmer String 25.1cc - Echo SRM265SC	S65911006297
Trimmer String 25.1cc - Echo SRM265SC (bro	S65911003461
Trimmer String 25.4 cc - Echo SRM265SC	S65911003158
Trimmer String 25.4 cc - Echo SRM265SC	S65911003784
Trimmer String 33.3 - KPW3420ZL	80528 / 320565
Trimmer Shindawa	7110712
Trimmer Shindawa	8031139
Trimmer Shindawa	8031287
Trimmer Shindawa	8031288
Trimmer Shindawa	9022989
Trimmer Shindawa	9022990
Trimmer Shindawa	7110711
Trimmer Solid Shaft	1001395
Trimmer Solid Shaft	1001411
Trimmer Solid Shaft - Echo	no serial #
Trimmer String 33.3 - KPW3420ZL	80541 / 320564
Trimmer String Echo-SRM261S	6015183
Trimmer String Echo-SRM261S	6015214
Trimmer String Echo-SRM261S	6016156
Trimmer String Echo-SRM261S	6016637

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Description	Serial #
Trimmer String Echo-SRM261S	6016786
Trimmer String Echo-T282X/C	9022981
Trimmer String Echo-T282X/C	9022982
Trimmer Tension - Echo	6006392
Trimmer Tension - Echo	6006808
Turf Gator - Gas Ult Cart	1916
Turf Gator - Gas Ult Cart	W00TURF018472
Ultravac 60" - Exmark UV60	737517
Ultravac 60" - Exmark UV60	774221
Ultravac 66"/72" - Exmark UV6672	659068
Vacuum - Model BG845P	091698061
Vacuum Billy Goat	1290841
Vacuum Billy Goat	62606261
Verticore - John Deere 1500	
Verticore #1700 (sold to Eberhard for STM 1500)	a1395
Verticore Jacobsen Walk behind	825592361
Verticutter -Graden Swing Wing	
VIBE Plate, Honda GX160 with water tank	U-5380
Vucuum Honda	80805436
Water Pump - Honda	1100403
Water Pump - Honda	1102531
Water Tank Small	
Weed eater	25 / New #496060 (repaired)
Weed eater - Echo	1001534
Weed eater - Echo	6009591
Weed Eater - Echo	6016614
Weed eater - Echo	6016775
Weed eater - Echo	269413797

Description	Serial #
Weed Eater - Echo SRM 2615	6009976
Weed Eater - Shindaiwa	T268
Weed eater - Shindowa	5058847
Weed eater (black & white)	6028448
Weed eater 33.3cc Kaw w/taphead	286578
Weed eater 33.3cc Kaw w/taphead	286579
Weed eater 33.3cc Kaw w/taphead	286581
Weed Wacker - Echo	566311001657
Weed Wacker - Echo	566711005600
Weed Wacker - Echo	566911005573
Weed Wacker - Echo	5667111001405
Weed Wacker - Echo	no serial #
Weedeater - Echo	6008312
Weedeater - Echo (blue & gray)	No number
Weedeater - Echo (blue)	6009454
Weedeater - Echo (Blue)	6028575
Weedeater - Echo (Orange)	6008348
Weedeater - Shindowa (Red)	5058848
Weedeater - Shindowa (Red)	5058850
Weed eater - Echo	269413804
Weed Eater - Echo	E29111001978
Weed Eater - Echo	E29111002085
Weed Eater - Echo	E29111002091
Weed Eater - Echo	E29111002271
Weed Eater - Echo	E29211020671
Weed Eater - Echo	O6014135
Weed eater - Echo	3515 (old)/S6931100509 (new #)
Weed eater - Echo	S66311001287

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Description	Serial #
Weed Eater - Echo	S66311001668
Weed eater - Echo	S66311001718
Weed Eater - Echo	S66611003118
Weed Eater - Echo	S66711005455
Weed Eater - Echo	S66711005762
Weed Eater - Echo	S66711005782
Weed eater - Echo	6015382
Weed eater - Echo (black)	6011323
Weed eater - Echo (green)	6014956
Weed eater - Echo (yellow)	6009427
Weed Eater - Echo SRM 2615	6006275
Weed Eater - Echo SRM 2615	6009440
Weed Eater - Echo SRM 2615	6009446
Weight Kit - Exmark 103-5633	103-5633
Weight Kit - Exmark 103-5633	
Weight Kit - Exmark 103-5633	
Weight Kit Front - Exmark	103-5629
Wheel 3.5 B&S 8"	2039
Wheel 3.5 B&S 8"	2035
Wheel Barrel - Jackson (blue)	
Wheel Barrow - True Temper	
Wire locator - 521P	
Wire Locator 521	

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Vehicle List

Veh #	Licence #	Year	Make/Model	Vin #
100	5NUL837	2005	Expedition	1FMFU17585LB07417
102	6U04567	2001	Inter Tree Trim	1HTSCAAM41H382577
103	7D22716	2003	Chevy Silverado	2GCEC19V931328785
104	8L29915	2007	Silverado 3500 Chassis	1GBJC39U67E173932
105	7L74667	2004	Ford F-150	1FTRX12W44NB43407
106	6X99608	2002	Ford F-150	1FTRX17MX2NB52818
107	7D22717	2003	Chevrolet pickup	2GCE19V131327033
108	6B40408	1999	Ford/Van	1FTRE1427XHB57966
109	7S38912	1997	Ford F-150	1FTUX1728VKB36723
110	5R29572	1997	Ford F-150 KC pickup	1FTDX1763WNA12281
111	6C03023	1999	Ford F-150 KC pickup	1FTZX172XXKB83518
112	6E91433	1995	Izusu NPR	JALC4B1K5S7000324
113	6G58011	2000	Ford F-150 pickup	1FTZX1721YKB19949
115	6V31775	2002	Ford F-150 pickup	1FTRX17W42NA69265
116	7B16229	2003	Chevy S-10	1GCCS14XX38115778
117	7W83338	2005	Ford F-350	1FDWF36515EC89280
118	7X56108	2005	Ford F-350	1FDSF345X5EB18027
119	8D61369	1995	Chevy 1 ton truck	1GBJC34K2SE160450
120	8C42496	1995	Chevy 3/4ton	1GCGC29K0SE250057
122	6JIE640	2009	Lincoln Navigator	5LMFU27509EJ01141
123	7G10650	2003	Chevy Silveradio 1500	2GCEC19VX41124479
124	8C42721	2000	Dodge T4C	3B7KC23Z7YG111013
125	8R87479	2005	Ford Ranger pickup	1FTYR14U15PA62484
126	7V29675	2005	Ford F-350 Stake Bed	1FDSF34515EB18028
127	6K37227	2001	Ford F-150 XLT	1FTRX17L81NA10272
128	7E27786	2003	Chevy Silverado Extra C	2GCEC19V231325856
129	6G42812	2000	Ford F-150	1FTZX1728YKB15395
130	6J05871	2000	Ford F-150	1FTZF1725YNC19831
132	6B33559	1999	Ford Ranger pickup	1FTYR14V6XPB36672
133	7B13735	2003	Chevy Silverado	1GCEC14V93E148518
134	7B13736	2003	Chevy Silverado	1GCEC14V43Z131019
135	8z49512	2005	Ford F-150	1FTR12215NB52812
136	8G97528	2005	Ford F-350 Stake Bed	1FDWF36565EA09093
137	7D80048	2003	Ford Comm Cutaway Van	1GBJG31U531141331
139	6Z65654	2003	Ford Ranger pickup	1FTYR10U63PA06057
140	7V57320	2005	F-150	1FTPW12535KD33445
141	8C77592	2006	F-150	1FTRF12W56NB07294
142	7G10649	2003	Chevy Silverado 1500	2GCEC19V841120298
Veh #	Licence #	Year	Make/Model	Vin #
143	8V44900	2003	Chevy Pick Up	5421

145	7B16230	2003	Chevy S-10	1GCCS14XX38161840
146	7P94549	2004	Ford Ranger pickup	1FTYR10U84PB61601
147	7W64915	1997	Chevy 1 ton truck	1GBJC34RIVF004699
148	8Z49580	2000	Ford Ranger pickup	1FTYR14V2YPB19854
149	5X27055	1999	Ford pk	1FTYR10C3XUA03339
150	6N20581	2001	Ford F-150 pickup	1FTZX17261KF41897
151	7H04122	2001	Ford F-150 pickup	1FTRX17W11NA31006
152	6G42813	2000	Ford F-150 pickup	1FTZX1728YKB15428
153	7W34816	2005	Ford F-350	1FDWF36Y55EB82596
155	5F12144	1996	Dodge Dakota	1B7FI26X5TS520074
157	7M68778	2004	Ford F150	2FTRX17WX4CA30253
158	7V83928	2005	Ford F-350	1FDWF36Y15EB99475
163	7J46556	1999	GMC Topkick/Chipper	1GDJ7H1D7XJ851924
164	8G97527	2000	Ford F-150 KC pickup	1FTRX17W3YKA35988
166	6R34719	2001	Ford F-150 pickup	1FTRF17W01NB56193
167	8H06127	2008	Ford F250	1FTSX20578EA62845
169	8H06123	2007	Ford F-150	1FTRX12W07KC62609
170	8H06124	2008	Ford F250	1FTSX20548EA37420
171	8M00027	2007	Chevy Silverado Dump	1GBJC39K97E580433
172	8K76942	2006	GMC Sierra - Dump truck	1GDJC39U26E235445
173	8K89824	2008	Ford Ranger pickup	1FTYR14U28PA24167
174	8K89815	2008	Ford F-150 Supercrew	1FTRW12W88FA49226
175	8P13371	2007	GMC Sierra 3500 Chassis	1GDJC39K17E597007
176	8K48974	1999	Ford F800 (Water truck)	3FENF8010XMA08142
177	7E24179	2003	Chevy Silverado	2GCEC19V231324285
178	6J69144	2000	Ford F-150 XLT pu	1FTRX17L2YKA65487
179	8L60482	2002	Ford F-150	1FTRX17W52NB04671
180	61715A1	2000	Ford F-150 LB pu	1FTZF1723YKA86939
181	6L85322	2001	Dodge 1500 pickup	1B7HC16X21S218371
182	6P91997	2001	Dodge 1500 pickup	1B7HC16X91S261203
183	5Y02412	1999	Ford F-150 pickup	1FTZF1724XKA29146
184	6F30676	2000	Ford F-150 pickup	1FTZF1720YKB04037
185	8S59389	2001	Dodge 1500 pickup	1B7HC16XX1S42527
186	6B45138	1999	Ford Ranger pickup	1FTYR10V0XPB69401
187	5ZGF772	2008	Expedition	1FMFU19548LA02102
188	7B16231	2003	Chevy S-10	1GCCS14X538158568
189	8D20422	1999	Chevrolet 3500	1GBHC34R9XF032025
190	7W50752	2005	Ford F-350	1FDWF36565EB43540
191	7W34817	2005	Ford F-350	1FDWF36555EB15096
192	8W12873	2005	Ford F-350	1FDWF365X5EB65444
193	7W50751	2005	Ford F-350	1FDWF36545EB68968
194	7W43810	2002	Ford F-350	1FDSW34F12EA82877
Veh	License #	Year	Make/Model	Vin#
195	7W56849	2005	Ford F-350	1FDWF36535EC89278
196	6M12313	2000	GMC 3500 1-ton pick up	1GDHC33J9YF421896
197	7M71324	2003	Chevy Silverado 1500	2GCEC19V831328843

198	7B15152	2003	Chevy Silverado	1GCEC14V83Z192941
199	6R39199	2001	Dodge 1500 pickup	1B7HC16X71S249955
200	8D50109	2006	Ford F-150	1FTVX12566NA53572
201	8D50108	2006	Ford F-150	1FTVX12536NA53688
202	8C80429	2006	Ford F-150 Super Cab	1FTVX12586NA64007
204	8R87523	2006	Ford Ranger	1FTYR10U76PA64070
205	8C80427	2006	Ford F-150 Reg Cab	1FTRF12W16NB33603
206	8P11010	2006	Chevy S3500 w/10' dump	1GBJC39U26E176714
207	8D76098	2006	Ford Ranger	1FTYR10U16PA83973
208	8E32375	2006	Ford Ranger	1FTYR10U16PA65828
209	8D11397	2006	Ford F-150 Super Cab	1FTVX12586NA67568
210	8D11398	2006	Ford F-150 Super Cab	1FTVX12566NA69738
211	8D11395	2006	Ford Ranger	1FTYR10U36PA64048
212	8D11399	2006	Ford F-150 XLT	1FTPW12596KD72039
213	8k89886	2008	Ford F-150 Supercrew	1FTRW12W28FA31238
214	8D11641	2006	Ford F-350 Chassis	1FDWW36P36EB42946
215	8D48234	2006	Chevy Silverado 3500	1GBHC34U96E197632
216	7S99151	2006	Ford F-150 XL	1FTVX125X6NB17726
217	8V44901	2006	Chevy Colorado Classis	1GBDS146968258211
218	8H06119	2007	Ford F-150	1FTRX12W77FA88496
219	8H06126	2008	Ford F-250	1FTSX20598EA56495
220	8H06122	2007	Ford F-150	1FTRX12WX7FA88458
221	8L38955	2007	Ford Ranger	1FTYR14D47PA95353
222	8L25904	2007	Ford Ranger XL2W	1FTYR14U77PA93029
223	8H06166	2007	Ford F-150	1FTPW12547FB59848
224	8F29332	2007	Chevy Pick up	1GCEC19X17Z166164
225	8M89937	2008	Ford F-150 XL 4x2 Spr cab	1FTRX12W88FB29932
226	7R13278	2005	Ford F150	1FTRF12205NB94436
227	8W97675	2010	Ford Ranger	1FTKR1AD5APA18041
228	8Y81888	2006	Ford F-350 Diesel	1FDWF36P36EB62520
229	8Z63681	2010	Ford Ranger	1FTKR1ED7APA38480
230	8P81301	2008	Ford F-150	1FTRX12W18FC11369
231	8P81302	2008	Ford F-150	1FTRX12W68FB60600
232	8P81304	2008	Ford F-350 Stakebed	1FDWF36548EE58132
233	8P81305	2008	Ford F-350 Stakebed	1FDWX36R48EB78209
235	8P81303	2008	Ford Ranger	1FTYR10U28PA93253
236	8P81298	2008	Ford Ranger	1FTYR10U78PA22033
237	8P81300	2008	Ford F-150	1FTRX12W58FB55243
238	8T87781	2008	Ford F350 Classis	1FDWF36558EA03046
239	8U48440	2008	Ford Ranger	1FTYR10D48PB15687
Veh#	Licence#	Year	Make/Model	VIN
240	8U22271	2008	Ford F-150 XL 4x2 Spr cab	1FTRX12W78FB60539
241	8T87778	2008	Ford Ranger	1FTYR10DX8PB17220
242	8U52679	2008	Ford F-150	1FTRX12W38FB76222
243	8W12872	2008	Ford F-250	1FDSX20548EA56478
244	8P74270	2009	Ford F150 Super crew	1FTRW12899KB95421

245	8P74271	2009	Ford Ranger	1FTYR10D99PA22178
246	8V66223	2009	Ford Ranger	1FTYR10D99PA32144
247	8V69658	2009	Ford Ranger	1FTYR10D19PA41260
248	8V84305	2009	Ford F350 Chassis	1FDWW36Y59EA42911
249	4X12407	1994	Chevrolet pickup	1GCEC14K4RE127543
250	8Z63682	2010	Ford F-150	1FTEX1CW0AFB55573
251	8Z63680	2010	Ford Ranger	1FTKRIE3DAPA38475
252	8Y89431	2010	Ford F-250	1FDSX2A58AEA28882
253	80272B1	2011	Ford Ranger	1FTKR1AD5BPA31521
254	6SEJ852	1991	Schwarze Sweeper-Isu	JALB4B1H7M7003051
255	New	2011	Ford F-150 XL	1FTEX1CMXBFB04176
Golf Cart	**Lic #**	**Year**	**Make/Model**	**Vin #**
C500	7E24479	2002	Chrysler GEM	5ASAK27462F031512
C501		1975	Taylor Dunn	136012
C502		2003	Carry All 6 Club Car	262720
C503		2003	Yamaha	JU2-003902
C504	7E24484	2002	Chysler	5ASAK27402F031103
C505			Taylor Dunn	Serial # 13610Mo.B2-48
C506			Taylor Dunn	No. not legible
C507			Chrysler GEM	5ASAK27462F031512
C508			John Deere	Serial # W00lurf003575
C509			Chrysler GEM	5ASAK27482F021337
C510			EZ-GO	Serial # J0234-188068
Trailer	**Lic #**	**Year**	**Make/Model**	**Vin #**
T400	SE499113	2001	chipper	1VRU111A711000827
T401	SE529849	2003	chipper	1VRU111A541004217
T402	4LP6087	2000	Big TE Utility	16VVX0813Y1A21081
T403	1KC6115		Big Tex Utility	16VAX0E1541A16263
T404	4JK5130	2004	Big Tex Utility	16VVX101941A21257
T405	1JK4535	2000	Big Tx Utility	16VVX0818Y1A23796
T406	4GY3629	1999	Big Tx Utility	16VVX0811X1A15309
T407	1JC3389	2000	Big TE Utility	4K8VX0817Y1A48404
T408	1JG6545	2000	Big TE Utility	16VVX1014Y1A23794
T409	4JK4679	2005	Big Tex Utility	16VNX162451E84182
T410	4JK4680	2006	Carso	4HXDC16206C109783
T411	4GU4932	2006	Big Tex Utility	16VUX162661E99747
T412	4HE8313	2006	Big Tex Utility 16'	16VNX162361E22273
T413	1KF2776	2001	Big Tx Utility	16VVX101311A36977
Trailer	**Lic #**	**Year**	**Make/Model**	**Vin #**
T414	4KM3760	2000	Aztec Utility	4ZBUE0121YF000111
T415	4JK5131	2004	Big Tex Utility 12'	16VVX101841A16731
T416	4HE8310	2006	Big Tex Utility 12'	16VAX121252A68007
T417	4LG8320	2011	Big Tex Utility	16VAX1210B2A74688
T419	4KM3761	2007	Big Tex Utility 12'	16VAX121X72A66380
T420	1JP2204	2000	Big Tex Utility	16VVX1019Y1A26416

T421	1JT2835	2000	Big Tex Utility	16VVX0813Y1A30220
T422	1KM7084	2001	Big Tex Utility	16VVX101X11A43327
T423	4JH6661	2207	Big Tex Utility	16VAX101171A66521
T424	1JZ5373	2000	Big Tex Utility	16VVX0816Y1A30986
T425	4DJ7406	2003	Big Tex Utility	16VVX101431A60756
T426	4ES1233	2003	Big Tex Utility	16VVX081331A78731
T427	4CH6366	2000	Big Tex Utility	16VVX1416YLA31048
T428	4EP1977	2003	Big Tex Utility	16VVX081221A55214
T429	4KE7385	2006	Carson/DT-102 7x1	4HXDT10256C109397
T430	4KR8518	2009	Utility DV mfts DV10ET-20split	1D9EU20289S591930
T431	1JG3423	2000	Big Tx Utility	16VVX0818Y1A23794
T433	1KF2738	2001	Big Tx Utility	16VVX121611A36968
T435	4FV8383	2003	Big Tx Utility	16VAX101241A14634
T436	4KF4420	2003	Big Tx Utility	4K8AX101531A12493
T437	4AK6903	2002	Big Tx Utility	16VUX162121E51941
T438	4KF4422	2004	Big Tx Utility	16VNX142741E45331
T440	4KM3781	2005	Big Tx Utility	16VNX162052E51416
T441	4HE9157	2006	Big Tex Utility 16'	16VNX162961E22276
T443	4HE2465	2006	Big Tex Utility	16VNX162851E84749
T445	4KL2459	2005	Big Tex Utility 12'	16VAX121552A70107
T446	4JC5734	2007	Big Tex Utility	16VVX121271A52349
T447	4JH6760	2007	Big Tx Utility	16VVX121X71A71988
T449	New	2007	Big Tx Utility	16VVX121371A59360
T450	1KC6115	2000	Big Tx Utility	16VVX0818Y1A30987
T451	1KC6116	2001	Big Tx Utility	16VVX101611A33510
T454	4GB7250	2005	Wells Trailer	1WF200B1957012760
T455	4KK1243	2008	Big Tex Trailer	16VAX121571A66518
T456	4KK1244	2008	Big Tex Trailer	16VAX121X81A06008
T457	4KK1245	2008	Big Tex Trailer	16VEX202X82H12649
T458	4KK1323	2008	Big Tex Trailer	16VAX101481A06010
T459	4KM3529	2008	Big Tex Utility	16VCX162582H98476
T460	4KK3427	2008	Big Tex Trailer	16VEX202882H2651
T461	4KK7351	2009	Big Tex Utility	16VCX182891E33827
T462	4JH6668	2007	Big Tx Utility	16VVX162471E59376
T463	4KK3984	2009	Big Tx Utility	16VVX081X91A29423
T464	4KR6684	2009	Utility DV mfts split ramp	1D9EU20209S591923
Trailers	Tag	Year	Make/Model	Vin
T465	088052U	2007	Honda Bull Dog/water Trailer	DHWT5008207
T466	4LB5419	2010	Big Tex Utility	16VAX1016A2A45004
T467	4LB9408	2010	Big Tx Utility	16VVX0811A2A57741
T468	4LF4391	2010	Big Tex Utility	1D9UU1011AS591060
T469	4LG9516	2011	Big Tex Utility	16VCX1623A2E65246
T470	New	2011	Big Tex Utility	1D9EU2025BS591177
T471	4HE3486	2007	Carson trailer	4HXSU16247C116791
T472	4LN6735	2011	Big Tex Utility	16VAX1215B2A87677
	7D35838	2002	Golf Cart	5ASAK27412F020997

	558040	1997	Arrow board trailer	1W91S1014V1249094
		1987	Utility Trailer for Gator	TC022BX010203
	Irvine	1987	Utility Gator	19342
	Irvine	1987	Utility Gator	19344
	Irvine	1987	Utility Gator	19356
	8Z49345	2002	Chrysler GEM	5ASAK27499F030371

RFP NO. E-3/11-12

I. SCHEDULE II

BID SCHEDULE

PROPOSER: Merchants Landscape Services, Inc.
(Company Name)

A. SERVICE SCHEDULE Level 3 – Current Service

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-3 LANDSCAPED PARKWAYS & MEDIANS	Planter: ~~617,667 sq. ft.~~ **875,371 sq. ft.**	$ .00452	$3,956.67	$ 47,480.04
	Turf: ~~588,060 sq. ft.~~ **339,768 sq. ft.**	$ .021	$7,135.13	$ 85,621.56
E-3A LANDSCAPED PARKWAYS	Planter: ~~31,000 sq. ft.~~ **71,022 sq. ft.**	$ .0084	$ 596.58	$ 7,158.96

The Total Amount of the Service Proposal shall be based on current service levels (**Service Schedule Level 3**):

Figures: 140,260 and 56 /100's Dollars

Words: One hundred forty thousand two hundred Sixty dollars and fifty Six /100's Dollars

All work shall be performed in accordance with the terms and conditions of this Independent Contractor Agreement, which includes all General and Technical Provisions as outlined herein for the Full or Reduced Services. Any modification to the number of occurrences for any service shall be made per written direction by the District. Service occurrences may be modified with 30 days advance written notice by the District.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway, irrigation, and landscaping as set forth in Exhibit A of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 1,2 has/have been received and is/are made a part of this proposal.

President — Feb. 17, 2012
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

B. OPTIONAL SERVICE LEVELS*

- **Service Schedule Level 1 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-3 LANDSCAPED PARKWAYS & MEDIANS	Planter: ~~617,667 sq. ft.~~ **875,371 sq. ft.**	$ .006	$5,252.23	$ 63,026.76
	Turf: ~~588,060 sq. ft.~~ **339,768 sq. ft.**	$ .0263	$8,935.90	$107,230.80
E-3A LANDSCAPED PARKWAYS	Planter: ~~31,000 sq. ft.~~ **71,022 sq. ft.**	$ .0105	$ 745.73	$ 8,948.77

- **Service Schedule Level 2 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-3 LANDSCAPED PARKWAYS & MEDIANS	Planter: ~~617,667 sq. ft.~~ **875,371 sq. ft.**	$ .0056	$4,902.08	$ 58,824.96
	Turf: ~~588,060 sq. ft.~~ **339,768 sq. ft**	$ .0245	$8,324.32	$ 99,891.84
E-3A LANDSCAPED PARKWAYS	Planter: ~~31,000 sq. ft.~~ **71,022 sq. ft**	$ .0097	$ 688.91	$ 8,266.92

PROPOSER: Merchants Landscape Services, Inc.
(Company Name)

President February 17, 2012
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

* Optional Service Levels are levels of landscaping service not currently being provided. Details for each Service Schedule Level are listed in the Frequency of Service Table, Exhibit E, Schedule I, Section V: FREQUENCY OF SERVICE TABLE, page 74. At the discretion of the Community Services District, an optional level of service other than the current service level may be requested. **PLEASE INCLUDE COSTS TO PROVIDE LANDSCAPE & IRRIGATION SERVICES FOR OPTIONAL SERVICE LEVELS IN ADDITION TO THE CURRENT SERVICE LEVEL AS DESCRIBED ON PAGE 85.**

RFP NO. E-3/11-12

C. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibits A and C.

UNIT PRICES (Includes all labor and materials)

1. 1 gal. shrub/vine/ground cover in place	@	$ 9.00	ea
2. 5 gal. shrub/vine/ground cover in place	@	$ 20.00	ea
3. 5 gal. tree in place (stakes included)	@	$ 40.00	ea
4. 15 gal. tree in place (stakes included)	@	$ 95.00	ea
5. 24" box tree in place (stakes included)	@	$ 295.00	ea
6. 36" box tree in place (guy wires included)	@	$ 795.00	ea
7. Flat of ground cover in place	@	$ 20.00	ea
8. Fertilizer application	@	$ .004	ea/sq. ft
9. Planter bed mulch in place	@	$ 30.00	/cu. yd
10. Additional labor	@	$ 20.00	/man hour
11. Additional Irrigation Technician	@	$ 35.00	/man hour

PROPOSER: Merchants Landscape Services, Inc.
(Company Name)

President February 17, 2012
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

RFP NO. E-3/11-12

D. ROUTINE IRRIGATION REPAIR PRICES

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

1. Irrigation repair parts for routine repairs @ cost plus 15. %

2. Unit prices for Additional Work (additional landscape areas) per Exhibit C, Section 2.

   A. Shall be per Schedule II, Section A., cost per sq. ft., per occurrence. ~~Additional parkway areas, planters (trees to 18 ft. height, shrubs, ground cover included, as applicable).~~

   ~~$_____/sq. ft./mo.~~

   B. Shall be: ~~Additional parkway areas, turf (trees to 18 ft. height, shrubs, ground cover included, as applicable).~~

   ~~$_____/sq. ft./mo.~~

   a. Per Schedule II, Section B., Service Schedule, Level 1, Optional service cost per sq. ft. per occurrence.

   or

   b. Per Schedule II, Section B, Service Schedule, Level 2, Optional service cost per sq. ft. per occurrence.

   or

   c. Per Schedule II, Section B, Service Schedule, Level 3, Optional service cost per sq. ft. per occurrence.

3. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: Merchants Landscape Services, Inc.
(Company Name)

President
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

RFP NO. E-3/11-12

II. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, (Schedule II) A. "Bid Schedule"):

One hundred forty thousand two hundred sixty dollars & fifty six cents
(Dollar Amount in Words)

$ 140,260.56
(Dollar Amount in Figures)

Date: June 19, 2012

Proposer: Merchants Landscape Services, Inc.
(Company Name)

By: [signature]
(Signature)

Title: President

State License Number and Classification: 765658 C27

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF California

(Corporate Seal)

PRESIDENT Mark Brower

SECRETARY

RFP NO. E-3/11-12

III. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is a cashier's check, a certified check, or a Proposal Surety Bond for _____, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated _____

Signature of Proposer _____

By _____

Address of Proposer _____

_____

Telephone Number of Proposer (___) _____

Names and Addresses of Members of the Company:

_____

_____

(If a Corporation)

Signature of Proposer _____

By Mark Brower

Title President

Business Address 1510 S. Lyon St.

Santa Ana, CA. 92705

RFP NO. E-3/11-12

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of	California
State License Number and Classification	765658 C27
PRESIDENT	Mark Brower
SECRETARY	
TREASURER	Theodore Haas

(Corporate Seal)

RECD FEB 13 2012

RFP NO. E-3/11-12

IV. PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Merchants Landscape Services, Inc.

_____, as principals, and Hartford Fire Insurance Company A(XV)CA, a duly authorized corporate surety: Business Address One Pointe Drive, 6th Floor, Brea, CA 92821

_____,

Phone (714) 674-1321, are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of TEN PERCENT THE AMOUNT BID IN********** Dollars, ($10%**********), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly, and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about to hand in and submit to the Board of Directors of the Moreno Valley Community Services District, a proposal for **PROJECT NO. E-3/11-12 -, MORENO VALLEY RANCH-WEST (E-3) AND LASSELLE POWERLINE PARKWAY (E-3A) MAINTENANCE OF PARKWAY & LANDSCAPING AND IRRIGATION**, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said Board of Directors, and if the said principal shall fail or neglect to enter into a Contract therefore within the required time, then in that case the undersigned obligors will pay to the Moreno Valley Community Services District the full sum of TEN PERCENT THE AMOUNT BID IN********** Dollars, ($10%**********), as liquidated damages for such failure and neglect.

WITNESS our hands this 10th day of February, 20 12.

(SIGNATURE PAGE FOLLOWS)

RFP NO. E-3/11-12

Proposal Surety Bond (cont.)

PRINCIPAL	CORPORATE SURETY
Name: Merchants Landscape Services, Inc.	Name: Hartford Fire Insurance Company A(XV) CA
Address: 1190 Monterey Pass Road	Address: One Pointe Drive, 6th Floor
Monterey Park, CA 91754	Brea, CA 92821
Tel. No.: 323-881-6701	Tel. No.: 714-674-1321
By: [signature]	By: [signature] Attorney-in-Fact MARY SMITH

SIGNING INSTRUCTIONS

- **The Bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.**
- **The Bond shall include attached Notary Certificates for the Attorney-in-Fact and the Principal.**
- **The Bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).**
- **The Bond shall include the address at which the Principal and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).**

If any of the above items are omitted, the proposal will be considered non-responsive and will be rejected.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On February 10, 2012 , before me, Donna M. Green, Notary Public,

personally appeared Mary Smith,

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

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

WITNESS my hand and official seal.

DONNA M. GREEN
COMM. #1886017
NOTARY PUBLIC • CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Apr. 16, 2014

Signature Donna M. Green
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
- ☐ PARTNER(S) ☐ LIMITED
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR

OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-4
P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115
call: 888-266-3488 *or fax:* 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code: 72-183250**

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of unlimited:***

John D. Hunsinger, Mary Smith, Joyce Elzouki, Steven L. Brockmeyer, Ronald C. Wanglin, Donna M. Green
of
Pasadena, CA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Scott Sadowsky, Assistant Secretary

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Scott E. Paseka
Notary Public
My Commission Expires October 31, 2012

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 10, 2012.

Signed and sealed at the City of Hartford.

Gary W. Stumper, Assistant Vice President

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On 2-16-12 before me, Sharon Ann Godinez / Notary
(Here insert name and title of the officer)

personally appeared Theodore Haas,

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

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

SHARON ANN GODINEZ
Commission # 1829014
Notary Public - California
Los Angeles County
My Comm. Expires Jan 1, 2013

WITNESS my hand and official seal.

Sharon Ann Godinez
Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Proposed Security Bond
(Title or description of attached document)

Moreno Valley West
(Title or description of attached document continued)

Number of Pages _____ Document Date _____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they,~~ ~~is~~ /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

RFP NO. E-3/11-12

V. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF)§

(NAME) Mark Brower, affiant being first duly sworn, deposes and says:

That he or she is President (sole owner, partner or other proper title) of Merchants Landscape Services, Inc. (Contractor) the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: Merchants Landscape Services, Inc.

Bidder's Address: 1510 S. Lyon St.
Santa Ana, CA. 92705

Telephone No.: (800) 645-4881

(Signature of Bidder)

President
(Title)

ALL SIGNATURES MUST BE NOTARIZED

CALIFORNIA JURAT

State of: California

County of: ORANGE

Subscribed and sworn to (or affirmed) before me

this 17th day of 02, 2012, by

(1) MARK BROWER
Name of Signer (s)

(2) N/A
Name of Signer (s)

who proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me

WITNESS my hand and official seal

Teresa Marcelino
Signature of Notary Public

TERESA MARCELINO
Commission # 1877991
Notary Public - California
Orange County
My Comm. Expires Jan 24, 2014

(Notary Seal)

OPTIONAL INFORMATION

Information below is NOT required by law however may deter fraudulent removal of this form.

Description of Attached Document	Right Thumbprint of Signer	Capacity Claimed by Signer(s)	Right Thumbprint of Signer
Number of Pages _____ Document Date: _____ _____ Title or type of document _____ Additional information		☐ Individual(s) ☐ Corporate Officer _____ ☐ Partner ☐ Attorney-in-Fact ☐ Trustee(s) ☐ Other _____	

APPENDIX A: PREVAILING WAGE DETERMINATION

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

DETERMINATION: SC-LML-2008-1
ISSUE DATE: February 22, 2008
EXPIRATION DATE OF DETERMINATION: December 31, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

		Employer Payments					Straight-Time		Overtime
LOCALITY:	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2X
Imperial	$8.00	-	-	[a]0.115	0.17	-	8	[b]8.285	[b]12.285
Inyo, Mono and San Bernardino	8.00	-	-	0.30	0.17	-	8	8.47	12.47
Kern	8.00	-	-	[c]0.16	0.17	-	8	[b]8.33	[b]12.33
	10.00	-	-	[d]0.27	0.46	-	8	[b]10.73	[b]15.73
Los Angeles	8.00	0.89	-	[a]0.115	0.14	-	8	[b]9.145	[b]13.145
Orange	8.00	-	-	[e]0.11	0.11	-	8	[b]8.22	[b]12.22
Riverside	8.00	-	-	[g]0.20	0.16	-	8	[b]8.36	[b]12.36
San Diego	8.00	-	-	0.22	0.115	-	8	8.335	12.335
	8.00	-	-	0.24	0.12	-	8	8.36	12.36
San Luis Obispo	8.00	-	-	[h]0.15	0.15	-	8	8.30	12.30
	8.00	-	-	[f]0.16	0.16	-	8	8.32	12.32
Santa Barbara	8.00	-	-	[i]0.12	0.12	-	8	[b]8.24	[b]12.24
	8.00	-	-	[j]0.13	0.13	-	8	[b]8.26	[b]12.26
Ventura	8.00	-	-	0.115	0.16	-	8	8.275	12.275
	8.00	2.97	-	[f]0.19	0.26	-	8	[b]11.42	[b]15.42

Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

[a] $0.22 after 3 years of service.
[b] Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
[c] $0.31 after 2 years of service.
[d] $0.54 after 2 years of service: $0.81 after 3 years of service.
[e] $0.24 after 3 years of service: $0.37 after 7 years of service.
[f] $0.22 after 4 years of service.
[g] $0.40 after 3 years of service.
[h] $0.23 after 2 years of service.
[i] $0.27 after 2 years of service.
[j] $0.38 after 3 years of service.
[k] $0.29 after 2 years of service.
[l] $0.31 after 2 years of service.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Travel and subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

APPENDIX B: MONTHLY LANDSCAPE SERVICES REPORT FORM

PROJECT NO._____

MONTHLY LANDSCAPE SERVICES REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT

MONTH OF _____, 20___

MAINTENANCE • DATE(S) • AREA • SERVICE TYPE: MOW/EDGE TRIM/PRUNE-WEED LITTER-IRRIGATION ETC.	FERTILIZER • DATE(S) • AREA • PRODUCT/ANALYSIS • AMOUNT/AREA • CROP	PESTICIDES • DATE(S) • PRODUCT USED • AMOUNT USED • AREA • TARGET PEST	COMPLAINTS • DATE(S) RECEIVED • AREA/LOCATION • COMPLAINT/ACTION • DATE CORRECTED • CORRECTIVE ACTION	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED • CORRECTIVE ACTION
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

APPENDIX B: WEEKLY IRRIGATION REPORT FORM

WEEKLY IRRIGATION REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT

CONTROLLER NO. _____

STATION NO. _____

FOR MONTH OF _____, 20___

PROJECT NO._____

	DATE(S) CHECKED	PROBLEM(S) IDENTIFIED	CORRECTIVE ACTIONS • DATE CORRECTED • CORRECTIVE ACTION DETAILS	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

APPENDIX C: GREENWASTE REPORT FORM

MORENO VALLEY COMMUNITY SERVICES DISTRICT
-MONTHLY GREENWASTE REPORT-
FOR

MONTH:_____ YEAR:_____

1. **Source of greenwaste (Project No./Location):_____**

   _____

2. **Amount of greenwaste generated from above source (by weight):**
   _____**LBS. –or- TONS.**

3. Name, address, and phone number of recycle accepting greenwaste:

   - **Company Name:_____**
   - **Address: _____**

     _____
   - **Phone Number: (_____)_____**

4. **Amount of greenwaste-source products (mulch, compost, top dressing, and soil amendments, etc.) furnished to Project (by weight):**

   _____ **LBS. -or- TONS.**

5. **Name, address, and phone number of recycle supplying greenwaste-source products to Project (if different from No. 3 above):**

   _____

   _____

   _____

6. **Number of times turf mowed this month:_____**

7. **Number of times turf mowed without clippings caught:_____**

CONTRACTOR:_____

ADDRESS:_____

PHONE:_(_____)_____

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-1 • Towngate

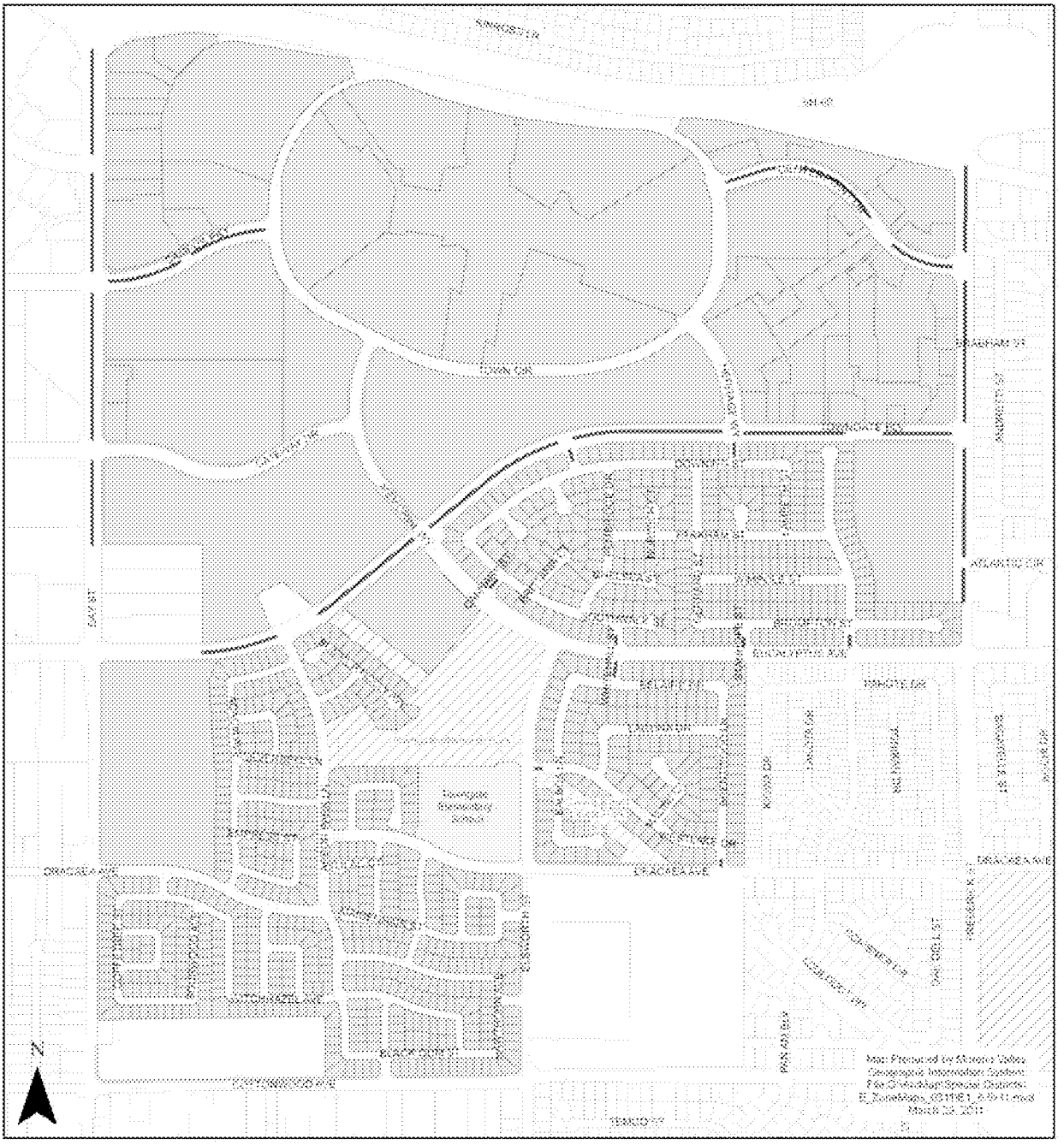

Landscaped Median *(Medianas Ajardinadas)*

Landscaped Parkway *(Areas Ajardinadas)*

Zone E-1 Parcels *(Zona E-1 Parcelas)*

MORENO VALLEY

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-1A • Walls/Internal Landscape Maintenance

Map Produced by Moreno Valley Geographic Information System
File: n:\Landing\Special Districts\E1A_8.5x11.mxd
November 28, 2007

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CSD Maintained Aterial Walls

CSD Maintained Landscape and Internal Walls

Zone E-1A Parcels

MORENO VALLEY

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-2 • Hidden Springs

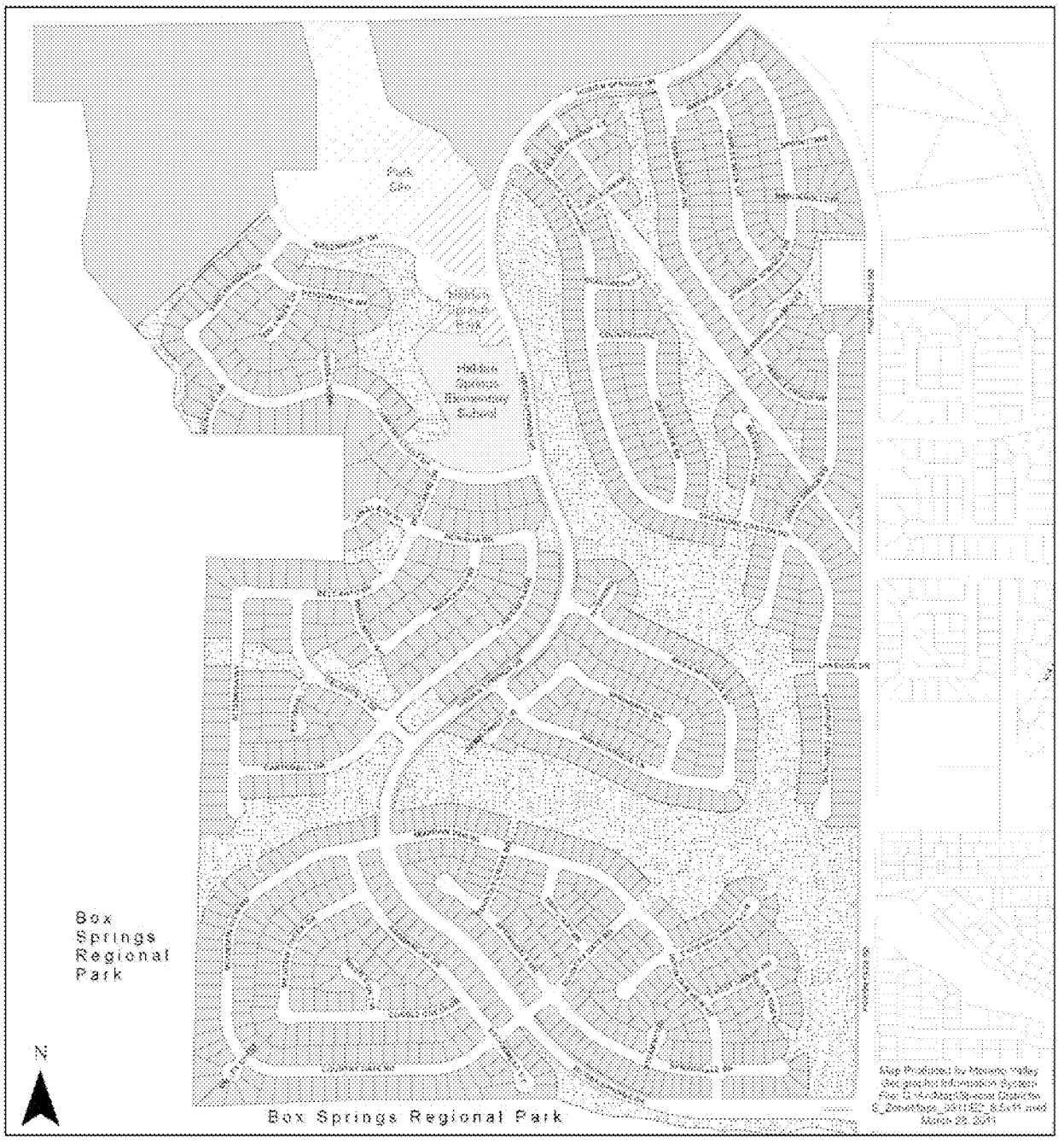

Landscaped Parkway *(Areas Ajardinadas)*

Landscaped Open Space *(Area abierta Ajardinada)*

Zone E-2 Properties *(Zona E-2 Propiedades)*

MORENO VALLEY

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-3 • Moreno Valley Ranch - West

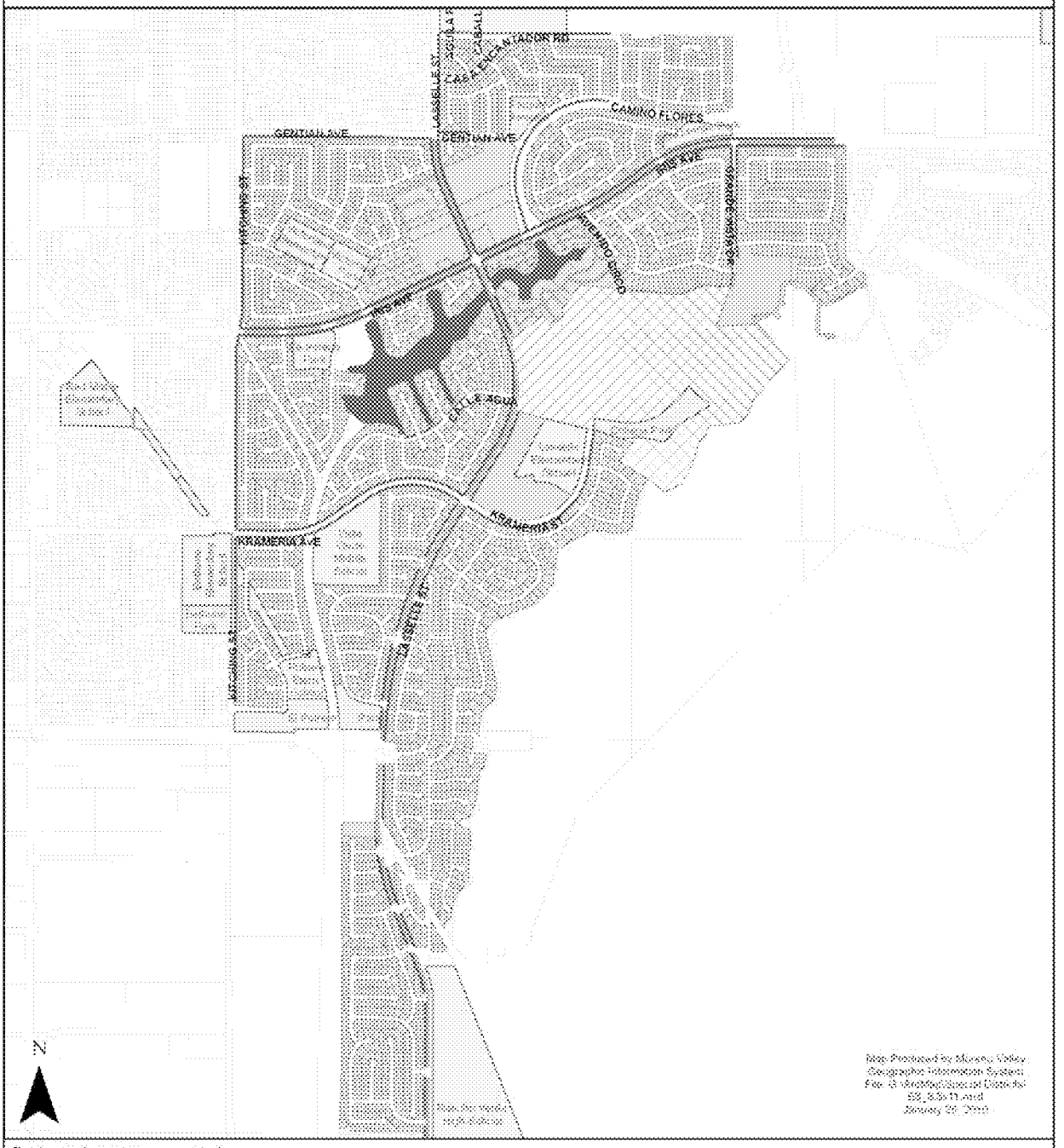

Map Produced by Moreno Valley Geographic Information System

Landscaped Parkway
Medians
Not Part of Zone E-3
Zone E-3 Parcels

MORENO VALLEY

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-4 • Moreno Valley Ranch - East *(Este)*

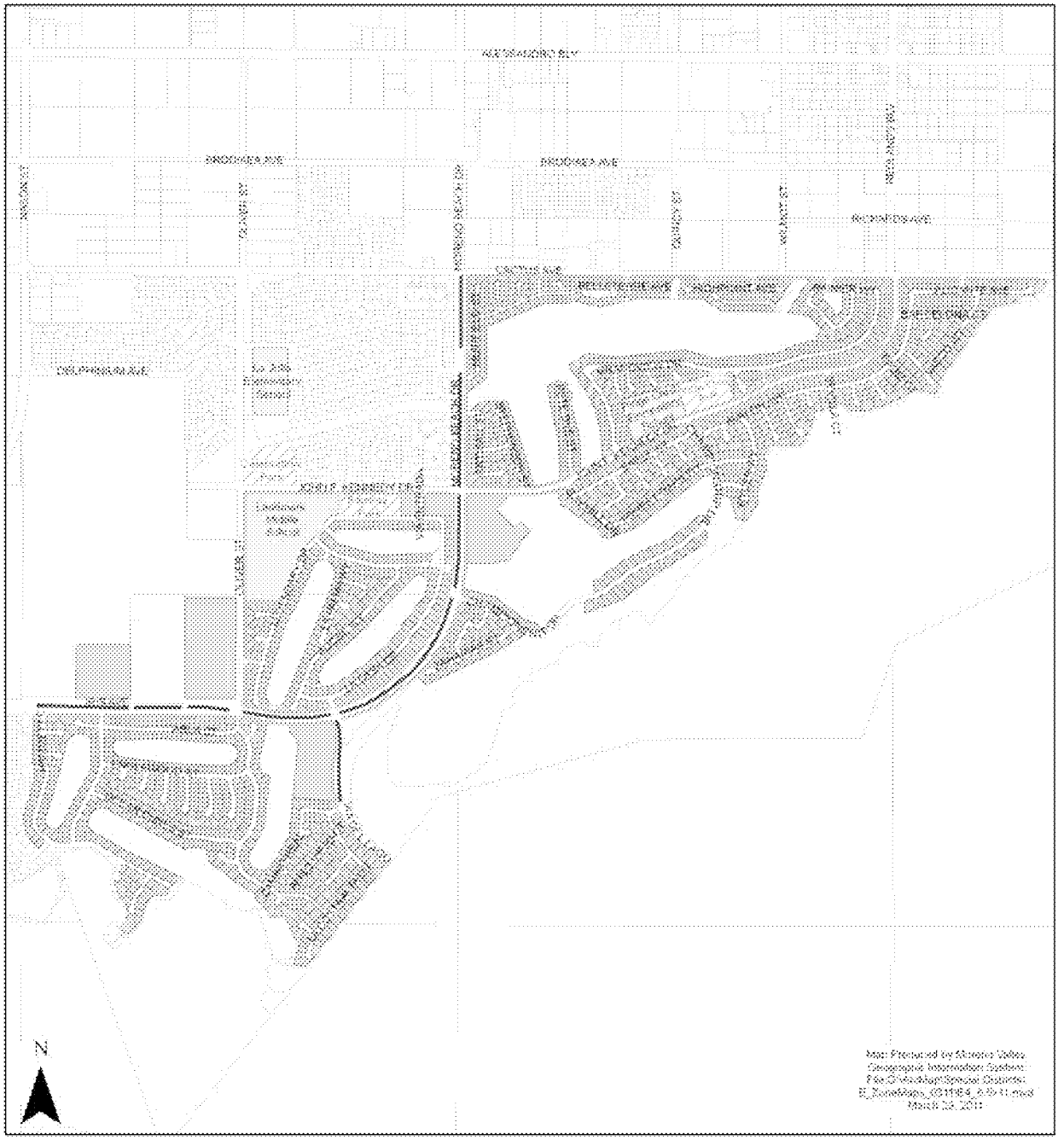

Landscaped Parkway *(Areas Ajardinadas)*

Landscaped Median *(Medianas Ajardinadas)*

Zone E-4 Parcels *(Zona E-4 Parcelas)*

MORENO VALLEY

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-7 • Centerpointe

Map Produced by Moreno Valley Geographic Information System
File: n:\Landing\Special Districts\E7_8.5x11.mxd
November 28, 2017

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Landscaped Median
Landscaped Parkway
Zone E-7 Parcels

MORENO VALLEY

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-8 • Promontory Park

The information shown on this map was compiled from the Riverside County GIS database, City of Moreno Valley GIS. The locations and facility information on this map is for display purposes only and should not be relied upon or used in lieu of field verification or to be accurate. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any errors, losses or damages resulting from the use of this map. This map is made to the best of our ability.

Landscaped Parkway

Landscaped Open Space

Zone E-8 Parcels

MORENO VALLEY

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-14 • Mahogany Fields

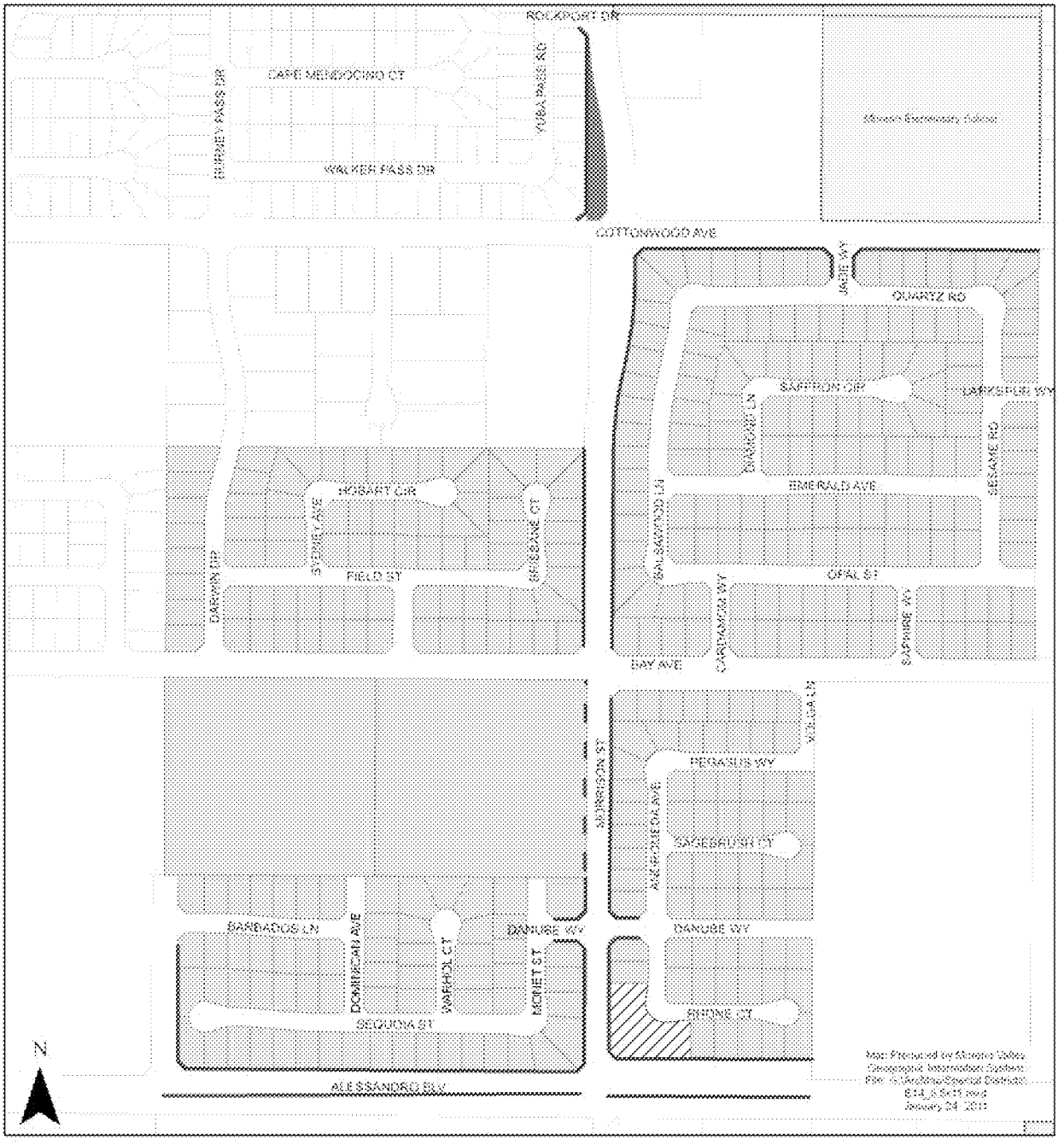

Landscaped Parkway
Future Landscaping
Landscaped Median
Zone E-14 Parcels
Not Part Of E-14 Landscaping
Turf Area

MORENO VALLEY

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-15 • Celebration

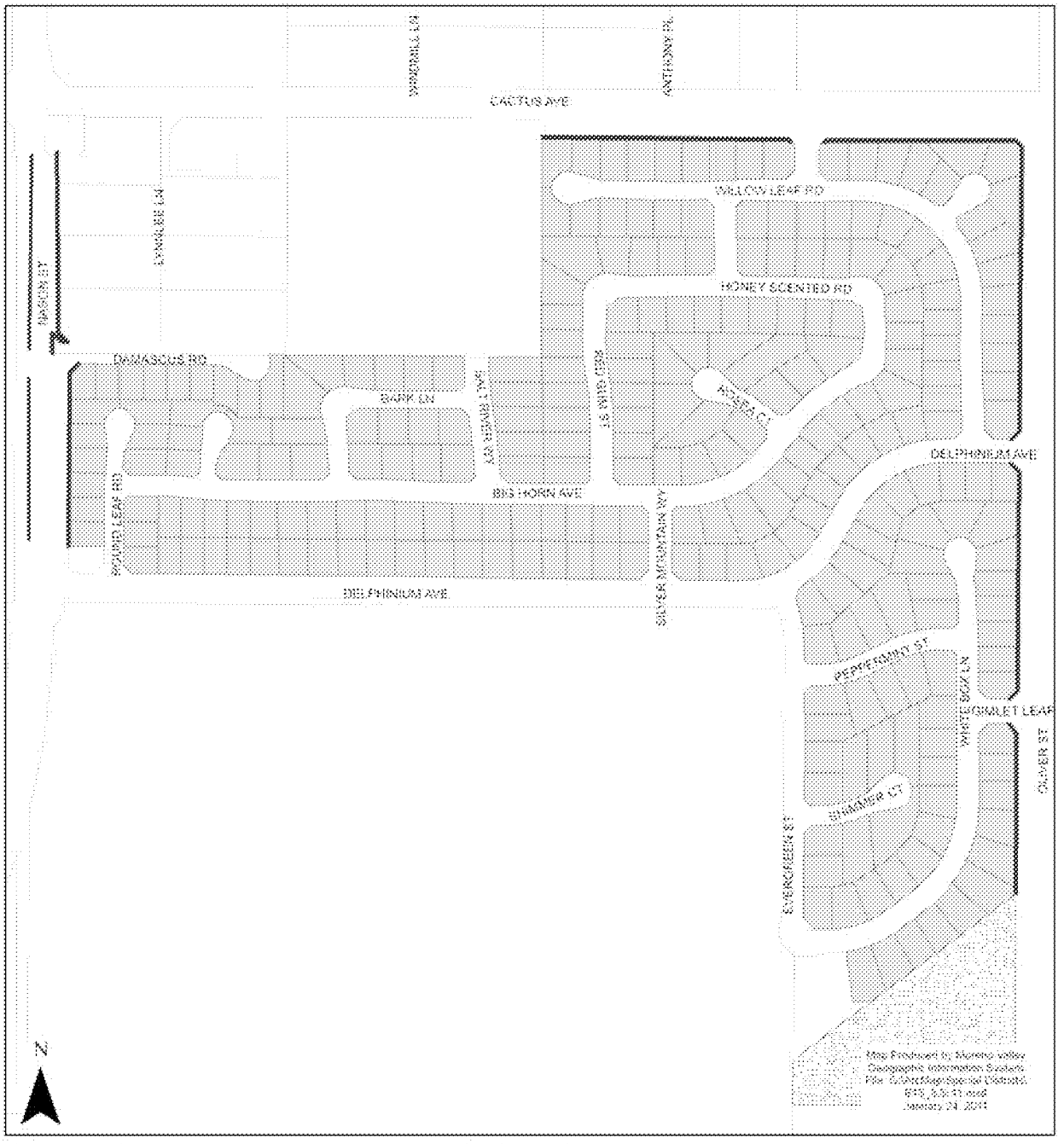

Landscaped Parkway

Landscaped Median

Landscaped Open Space

Zone E-15 Parcels

MORENO VALLEY
GREAT BEGINNINGS

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-16 • Shadow Mountain

Landscaped Median

Landscaped Parkway

Zone E-16 Parcels

MORENO VALLEY

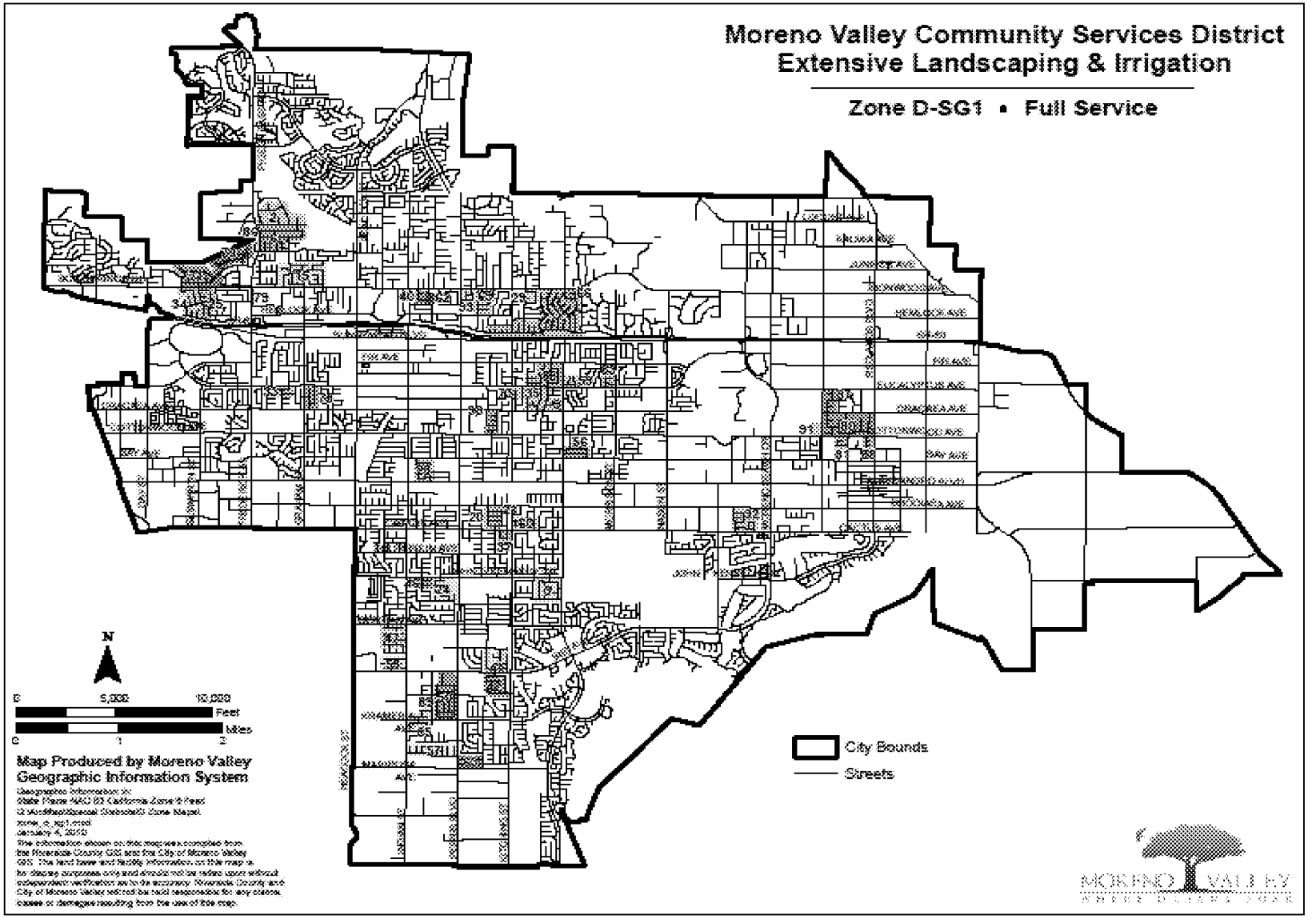
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone D-SG1 • Full Service
N
0
5,000
10,000
Feet
Miles
0
1
2
Map Produced by Moreno Valley
Geographic Information System
City Bounds
Streets
MORENO VALLEY

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone D-SG1 • Full Service

Map ID	Tract Number	Area (Sq. Ft.)
2	TR 12305	722
3	TR 12773	13,806
4	TR 12902	7,344
6	TR 14387	2,712
9	TR 16769	7,500
15	TR 18283	11,388
20	TR 19141	5,838
21	TR 19142	3,950
24	TR 19210	9,270
25	TR 19233	4,960
26	TR 19474	7,240
28	TR 19496	3,600
33	TR 19529	3,330
34	TR 19533	7,400
35	TR 19541	5,325
37	TR 19675	2,550
40	TR 19862	8,805
41	TR 19912	11,750
42	TR 19937	20,890
46	TR 20120	3,750
47	TR 20197	13,680
50	TR 20404	36,138
53	TR 20718	23,004
56	TR 20941	9,600
57	TR 21113	12,200
59	TR 21345	6,600
60	TR 21397	33,230
62	TR 21737	3,920
63	TR 21806	5,875
68	TR 22999	3,204
69	TR 28982	20,983
70	TR 30579	20,782
71	TR 21333	54,500
73	TR 22371	17,844
78	TR 18191/18468	10,671
79	TR 19080	20,291
80	TR 31269-1	43,723
81	TR 31268	7,058
83	TR 31591	16,445
85	TR 30967	18,013
86	TR 31257	26,686
87	TR 31424	8,750
88	TR 32825	17,926
89	TR 22869	16,436
90	TR 32018	11,306
91	TR 31269	7,450
92	TR 31129	12,395
93	TR 32715	12,715

Total Area, Service Area: 633,757

Total Acreage, Service Area: 14.55

Print Date: January 4, 2010

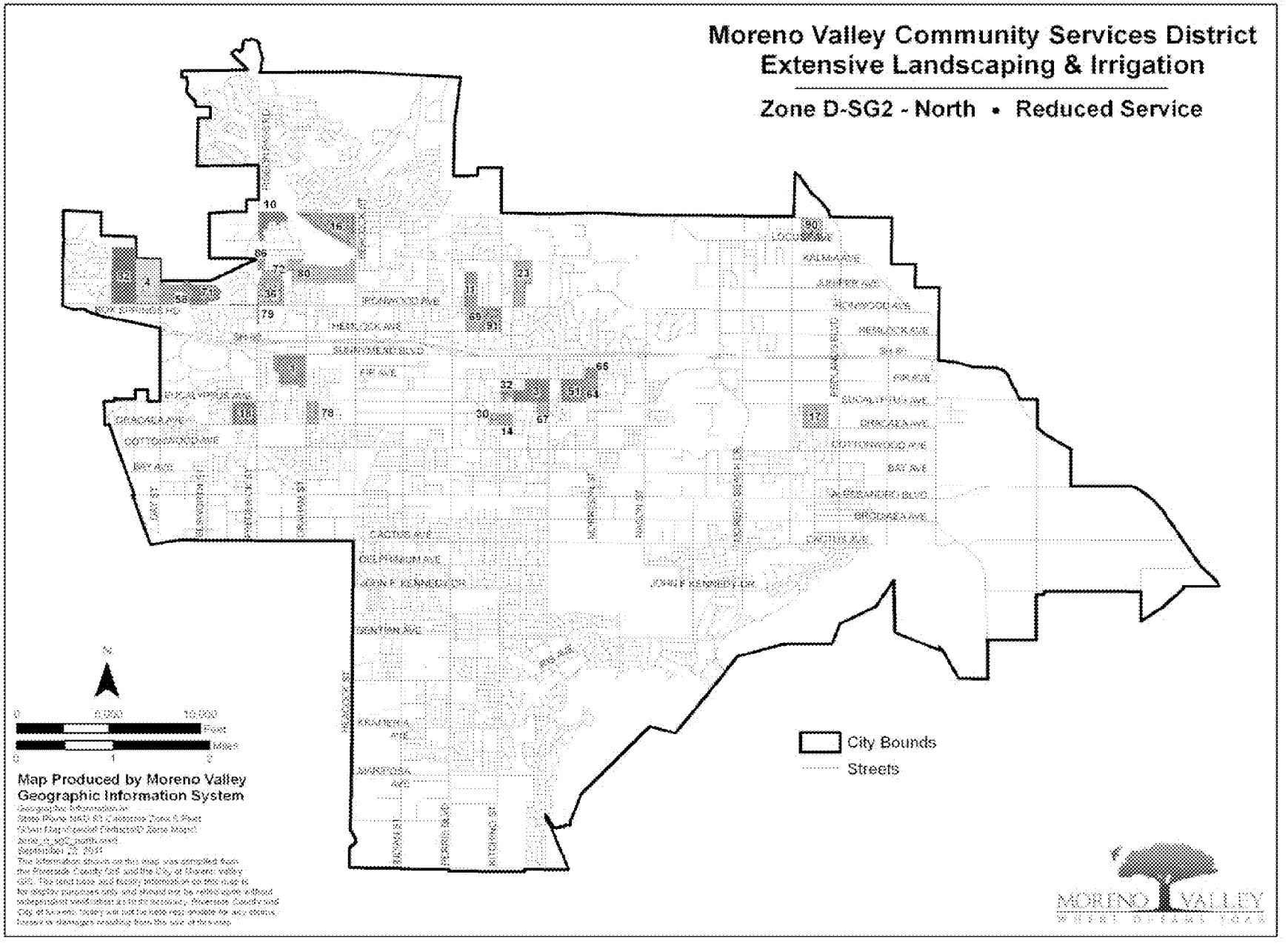
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone D-SG2 - North • Reduced Service
City Bounds
Streets
Map Produced by Moreno Valley
Geographic Information System
MORENO VALLEY

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone D-SG2 - North • Reduced Service

MAP ID	Tract Number	Area (Sq. Ft.)
1	TR 11848	9,066
3	TR 16768	16,281
4	TR 17178	21,097
10	TR 20030	11,200
11	TR 20072	23,550
14	TR 17033	9,990
16	TR 18512/21322	59,940
17	TR 24721	6,882
18	TR 18930	38,849
23	TR 19206	17,680
30	TR 19500	3,638
32	TR 19799	17,652
36	TR 19851	36,364
51	TR 20525	16,500
58	TR 21332	19,440
64	TR 22276	11,680
65	TR 22277	20,485
67	TR 23046	16,000
69	TR 28882	20,983
71	TR 21333	54,500
72	TR 22093	8,873
76	TR 10191/18468	10,871
79	TR 19080	20,291
80	TR 19032	9,132
82	TR 20272	51,216
86	TR 31257	26,686
90	TR 17334	37,680
91	TR 18784/20906	30,432

Total Area, Service Area D-SG2 - North: ***626,966***

Total Acreage, Service Area D-SG2 - North: ***14.39***

Print Date: September 22, 2011

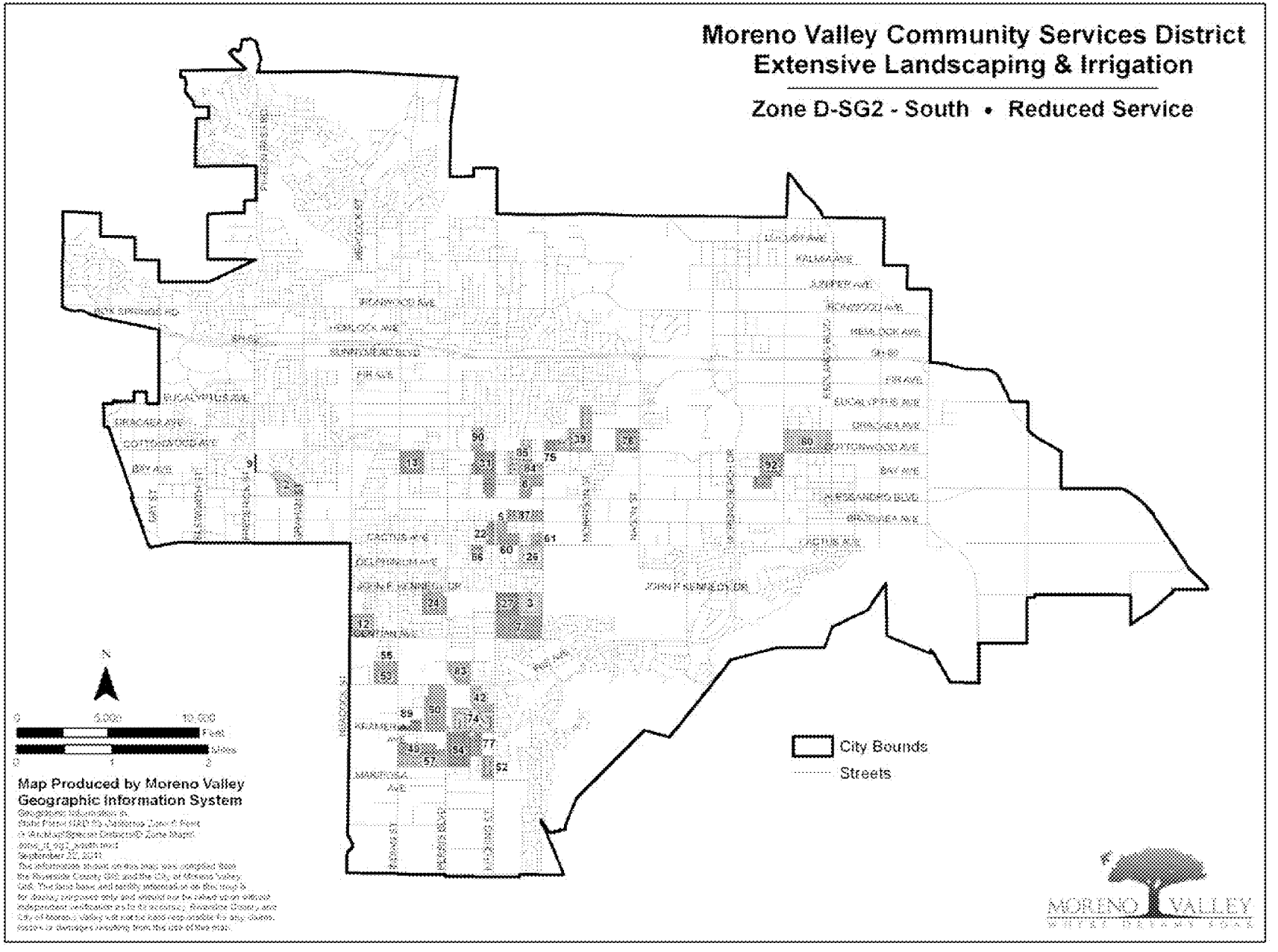
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone D-SG2 - South • Reduced Service
City Bounds
Streets
Map Produced by Moreno Valley
Geographic Information System
MORENO VALLEY

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone D-SG2 - South • Reduced Service

MAP ID	Tract Number	Area (Sq. Ft.)
2	TR 15387	9,049
3	TR 12773	13,806
5	TR 17387	4,364
7	TR 19685	62,530
8	TR 19518/18372	12,634
9	TR 19857	6,810
12	TR 20552	19,458
13	TR 20032	14,076
22	TR 19143	4,864
24	TR 19210	9,270
26	TR 19363	13,320
27	TR 19434	13,242
31	TR 19509	18,328
39	TR 19852	28,800
42	TR 19837	20,890
49	TR 20301	7,200
50	TR 20404	36,138
52	TR 20660	11,912
53	TR 20718	23,004
54	TR 20859	33,630
55	TR 20869	2,100
57	TR 21113	12,200
60	TR 21597	33,230
61	TR 21616	23,528
74	TR 20715	51,250
75	TR 27626	16,373
76	TR 30027	45,633
77	TR 29038	6,243
80	TR 31269-1	43,723
83	TR 15433	24,161
84	TR 13585	6,600
85	TR 16770	5,830
86	TR 17457	3,444
87	TR 17867	13,778
89	TR 22869	16,438
90	TR 32018	11,306
92	TR 31284	28,321

Total Area, Service Area D-SG2 - South:	***707,703***
Total Acreage, Service Area D-SG2 - South:	***16.25***

Print Date: September 22, 2011

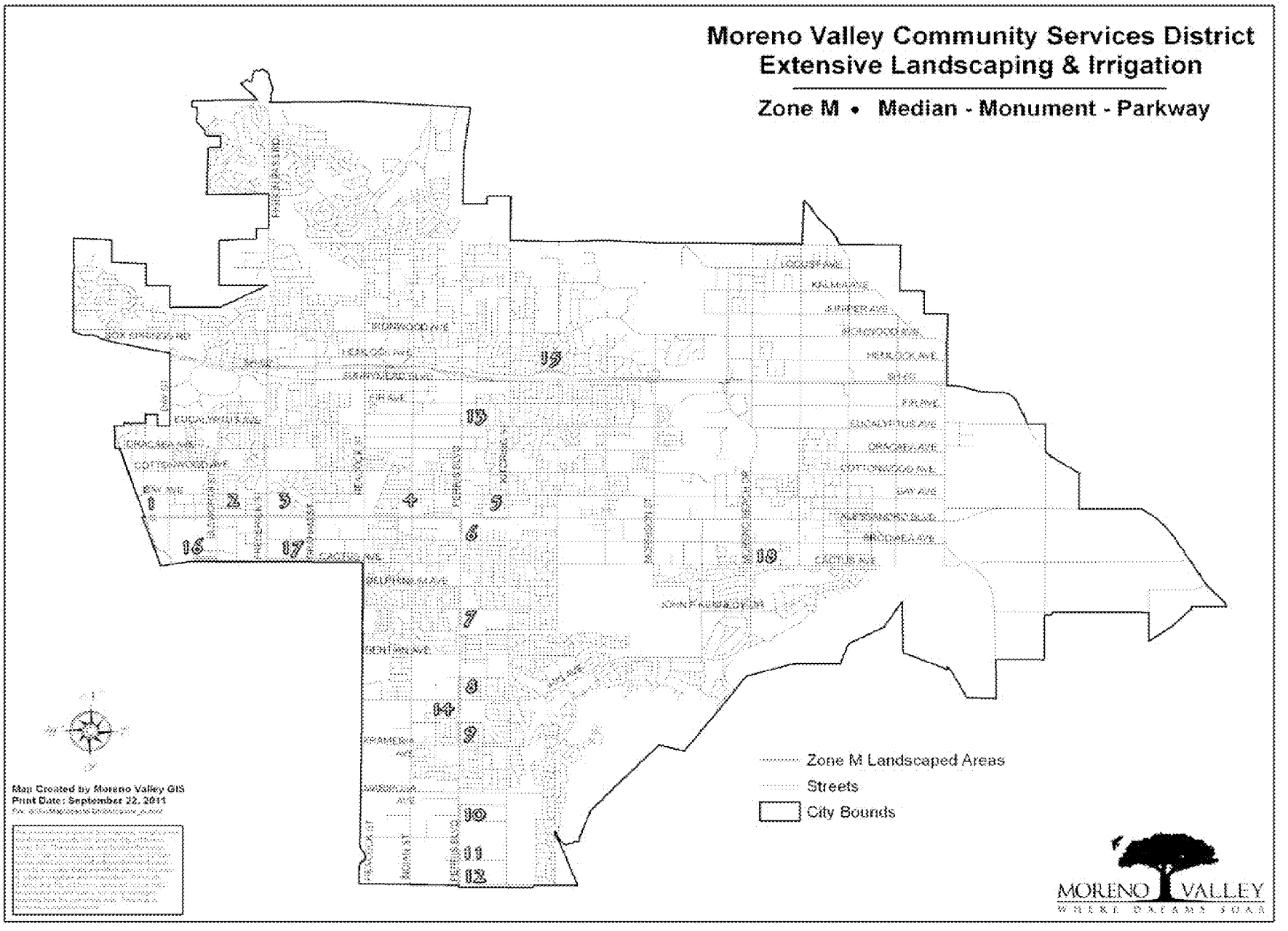
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone M • Median - Monument - Parkway
Zone M Landscaped Areas
Streets
City Bounds
Map Created by Moreno Valley GIS
Print Date: September 22, 2011
MORENO VALLEY

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone M • Medians - Monuments - Parkways

Alessandro Boulevard Medians & Monuments

1. Old Hwy 215 Monuments
   - 17,898 square feet (includes 5,477 sq.ft. turf)
   - 8 trees
   - 4 remote control valves - 1 controller
2. Old Hwy 215 to Frederick Street
   - 80,423 square feet (includes 21,325 sq.ft. turf)
   - 75 trees
   - 32 remote control valves - 2 controllers
3. Frederick Street to Heacock Street
   - 88,445 square feet (includes 34,565 sq.ft. turf)
   - 84 trees
   - 22 remote control valves - 2 controllers
4. Heacock Street to Perris Boulevard
   - 15,609 square feet
   - 4 trees
   - 4 remote control valves - 2 controllers
5. Fleming Arrow Dr to Kitching St
   - 17,470 square feet
   - 21 trees
   - 16 valves - 1 controller

Perris Boulevard Medians

6. South of Alessandro Boulevard
   - 471 square feet
   - 1 tree
   - 2 remote control valves - 1 controller
7. South of John F. Kennedy Drive
   - 1,136 square feet
   - 3 trees
   - 3 remote control valves - 1 controller
8. North of Iris Ave
   - 2,208 square feet
   - 7 trees
   - 4 valves - 1 controller
9. North of Krameria Avenue
   - 3,324 square feet
   - 5 trees
   - 3 valves - 1 controller
10. At San Michele Road
    - 5,335 square feet
    - 10 trees
    - 6 valves - 1 controller
11. Perris Blvd (North of Globe St)
    - 4,118 square feet
    - 8 trees
    - 1 controller
12. Perris Blvd (South of Globe St)
    - 4,958 square feet
    - 12 trees
    - 7 valves - 1 controller

Elder Avenue Retention Basin Parkway

13. South Side of Elder Avenue from Grenville Avenue to Brewster Drive
    - 471 square feet
    - 1 tree
    - 2 remote control valves - 1 controller

Cactus Avenue Medians

14. Cactus Ave. west of Elsworth
    - 2508 square feet
    - 5 trees
    - 4 valves - 1 controller

Print Date: October 4, 2007

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-3A • Lasselle Powerline Parkway
(Areas de lineas de alta tensión por la Lasselle)

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Landscaped Parkway *(Areas Ajardinadas)*

Zone E-3A Parcels *(Zona E-3A Parcelas)*

MORENO VALLEY

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: SECOND EXTENSION OF THE AMENDED AGREEMENT – PROJECT NO. E-4/11 MORENO VALLEY RANCH–EAST / DAYBREAK – MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION

RECOMMENDED ACTION

Recommendations:

1. Approve the Second Extension of the Amended Agreement ("Second Extension Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-4/11, with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for E-4 (Moreno Valley Ranch-East) and E-4A (Daybreak) areas.

2. Authorize the City Manager to execute the Second Extension Agreement for E-4/11 with TruGreen Landcare.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to TruGreen Landcare in the not-to-exceed (NTE) amount of $119,625.32; including $101,350.30 ($95,770.32 for Zone E-4 and $5,580.00 for Zone E-4A) for base services and $18,275.00 ($17,000.00 for Zone E-4 and $1,275.00 for Zone E-4A) for additional work services.

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include:

> Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services.
>
> Zone E (extensive landscape maintenance), provides landscape maintenance services at full (standard) or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), E-15 (Celebration) and E-16 (Shadow Mountain).
>
> Zone M (Commercial, Industrial, and/or Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide, and
>
> Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors that perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement (Agreement). In accordance with the terms of the Agreement, annual extensions of the Agreement (Extension Agreement) may be entered into up to no more than 4 extensions of the original Agreement, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the CSD (District) and Contractor, at the base rate as provided in the Amended Agreement, plus an additional amount for extra or unanticipated work (additional work amount) that may be performed during the term of the Agreement plus any applicable Extension Agreement.

The Agreement or Extension Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. “Base services” include: mowing, edging and trimming of turf grass areas, pruning and trimming of

shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes and groundcovers, and pesticide applications. Base services are performed on a scheduled rotation basis. "Additional work services" include, but are not necessarily limited to, additional labor and material costs for irrigation repairs, plant material replacement, fertilizer applications and the addition of added square footage of landscaped areas to be added to a Zone's service area at the unit prices for additional work as specified in the Amended Agreement.

DISCUSSION

On February 17, 2011, the Special Districts Division of the Financial and Management Services Department (formerly the Public Works Department) received valid proposals from eight (8) landscape maintenance firms in response to a Request for Proposal (RFP) to provide standard maintenance of the landscaped parkways, medians and the irrigation system associated with Zones E-4 and E-4A. On June 14, 2011, upon an evaluation of the proposals and staff's recommendation, the City Council, acting in its capacity as the Board of Directors of the Moreno Valley CSD awarded the contract for landscape maintenance of Zone E-4 and Zone E-4A parkways and medians to TruGreen Landcare, Riverside, California (the "Contractor"). The amount of the Agreement for the initial twelve-month term was $194,364.76 for standard service level landscape maintenance ($179,564.76 for base services; $14,800.00 for estimated additional work).

In June of 2011, as part of a Proposition 218 mail ballot process, Zone E-4 property owners did not approve an increase in their Zone E-4 charge to cover increased costs, which would allow for the continuation of providing standard service level landscape maintenance. On October 1, 2011, the landscape maintenance service level for the Zone E-4 service area was adjusted from the standard service level to the reduced service level, based on available funding. This change in service level reduced the base services from $179,564.76 to $120,903.93 for FY 2011/12, a $58,660.83 savings for the remaining 9 months. This reduced the overall cost of the Agreement, including the additional work amount of $14,800.00, from $194,364.76 to $135,703.93.

Beginning in FY 2012/13, the Agreement for landscape maintenance services for Zone E-4 and Zone E-4A had a combined base amount of $101,350.32 ($95,770.32 for Zone E-4 for reduced service level and $5,580.00 for Zone E-4A for standard service level landscape maintenance along with an approved additional work amount of $8,200.00 ($6,900.00 in Zone E-4 and $1,300.00 in Zone E-4A).

Due to budgetary constraints, which caused necessary staffing reductions in the Special Districts Division, tasks normally performed by field personnel, which include irrigation repair services had to be transitioned to the Contractor in order to keep up with the workload. This resulted in the need to amend the Agreement to increase the additional work amount from $8,200.00 to $18,300.00. The NTE cost of the Agreement as amended (Amended Agreement) for FY 2012/13 was $119,650.32.

The service levels provided are consistent with the terms of the CSD Zone E General Service Level Guidelines, as listed in the CSD Zone E Service Plan Policy, (adopted by the CSD Board on September 25, 2007, as amended on April 26, 2011). The Contractor has consistently provided satisfactory service in accordance with the terms of the Amended Agreement (Agreement and First Extension Agreement, collectively the Amended Agreement) and has agreed to extend the Amended Agreement based upon the same terms in accordance with the reduced service level for Zone E-4 and the standard service level for Zone E-4A.

Approval of the Extension Agreement for Fiscal Year 2013/14

Approval of the Second Extension Agreement is being recommended for authorization in the NTE amount of $119,625.32 ($95,770.32 for Zone E-4 base maintenance services, $5,580.00 for Zone E-4A base maintenance services, $17,000.00 for Zone E-4 additional work, and $1,275.00 for Zone E-4A additional work). This is the second of four possible extensions allowed per the terms of the Amended Agreement.

Authority for City Manager Approval of Extension Agreements for the Balance of Available Extensions to the Amended Agreement

Pursuant to City Council Resolution No. 2008-115, the City Council shall provide approval of procurements greater than $100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Amended Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the E-4/11 Amended Agreement, as may be allowed per the terms of the Amended Agreement. Potential extensions are those extensions which may be allowed, contingent upon satisfactory service by the Contractor and concurrence by the City and Contractor to enter into an extension of the Agreement, or the Agreement as Amended.

E-4/11						
	FY 2011/12 Original Agreement as Amended[1]	FY 2012/13 First Extension[2]	FY 2013/14 Proposed Second Extension	FY 2014/15 Potential Third Extension[3]	FY 2015/16 Potential Fourth Extension[3]	Cumulative Total
Base	$ 120,903.93	$101,350.32	$101,350.32	$101,350.32	$101,350.32	$526,305.21
Additional Work	$ 14,800.00	$ 18,300.00	$ 18,275.00	$ 18,275.00	$ 18,275.00	$ 87,925.00
Total	$ 135,703.93	$119,650.32	$119,625.32	$119,625.32	$119,625.32	$614,230.21

[1] In FY 2011/12, the base amount of the Agreement for E-4 was reduced from the standard service level to the reduced service starting October 1, 2011. This adjusted the base amount of the Agreement from $179,564.76 to $120,903.93, a decrease of $58,660.83.

[2] The Additional work Amount for FY 2012/13 includes the additonal work amount as provided in the Extension Agreement ($8,200.00) and First Amendment to the Agreement ($10,100.00) for a total of $18,300.00.

[3] Extensions beyond 2013/14 are anticipated, based upon presently known information and may change in the future for reasons including, but not limited to adding additional service area, removing existing service area, and emergency work.

Staff is requesting the City Council authorize the City Manager to approve extensions and any necessary amendments, as well as associated purchase orders (P.O.) for all remaining extensions available, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council (CSD Board) and demonstration by the Contractor of having provided satisfactory performance of the services, per the terms of the Amended Agreement in the prior year(s), and both the City and the Contractor mutually agreeing to extend the Amended Agreement.

ALTERNATIVES

1. Approve the Second Extension Agreement for E-4/11 with TruGreen Landcare in the form attached hereto to provide for the continuation of landscape maintenance services; authorize the City Manager to execute said Second Extension Agreement for E-4/11 with TruGreen Landcare; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $119,625.32 ($95,770.32 for Zone E-4 base services, $5,580.00 for Zone E-4A base services, $17,000.00 for Zone E-4 additional work services, and $1,275.00 for Zone E-4A for additional work services); and authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement and authorize the associated P.O.s as may be required in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will ensure uninterrupted landscape maintenance and irrigation services be provided to the parkways and medians associated with the Zones E-4 (Moreno Valley Ranch – East) and E-4A (Daybreak) both of which are located in the eastern portion of the Moreno Valley Ranch Specific Plan.*

2. Do not approve the Second Extension Agreement for E-4/11 with TruGreen Landcare in the form attached hereto to provide for the continuation of landscape maintenance services; nor authorize the City Manager to execute said Second Extension Agreement for E-4/11 with TruGreen Landcare; nor authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $119,625.32 ($95,770.32 for Zone E-4 base services, $5,580.00 for Zone E-4A base services, $17,000.00 for Zone E-4 additional work services, and $1,275.00 for Zone E-4A for additional work services); and do not authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement nor authorize subsequent P.O.s as may be required in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney. *By selecting this alternative, there will be an interruption in landscape maintenance and irrigation services provided to the parkways and medians associated with the Zones E-4 (Moreno Valley Ranch – East) and E-4A (Daybreak) landscaped areas, which will prevent necessary landscape maintenance services from being performed.*

FISCAL IMPACT

Administration and maintenance of Zone E is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills. Revenue from the parcel charges collected for Zone E-4 and E-4A may only be used for landscape maintenances services associated with the parkways and medians in Zones E-4 and E-4A. **The costs for these maintenance services have been budgeted, respectively, for each of these Zones for the coming fiscal year**. **These actions will not impact the City's General Fund.**

The following table represents the base and additional work costs for FY 2013/14 associated with the E-4/11 Second Extension Agreement for Zones E-4 and E-4A.

Service Area (Zone)	Contractor	GL Account	2013/14 Base Agreement Amount	2013/14 Additional Work Agreement Amount	2013/14 Total Agreement Amount
E-4	TruGreen Landcare	5013-30-79-25711-620910	$ 95,770.32	$ 17,000.00	$ 112,770.32
E-4A	TruGreen Landcare	5013-30-79-25712-620910	$ 5,580.00	$ 1,275.00	$ 6,855.00
		Total	$ 101,350.32	$ 18,275.00	$ 119,625.32

CITY COUNCIL GOALS

Community Image and Positive Environment:

City Council in their capacity as the CSD Board will allow for the continued promotion of community image, as well as neighborhood pride and cleanliness, through continued maintenance of parkways and medians of CSD maintained landscaped areas by approval of this item.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1: Second Extension Agreement for E-4/11 for FY 2013/14

Attachment 2: First Amendment to the Agreement

Attachment 3: Extension to the Agreement (First Extension Agreement) for E-4/11 for FY 2012/13

Attachment 4: Agreement for E-4/11 for FY 2011/12

Attachment 5: Site Map – Zone E-4 Moreno Valley Ranch – East

Attachment 6: Site Map – Zone E-4A Daybreak

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

SECOND EXTENSION AGREEMENT
PROJECT NO. E-4/11
MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereinafter, "District") and **TruGreen Landcare** (hereinafter, "Contractor")

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated August 18, 2011, referencing Project No. E-4/11 for the maintenance of the District's parkway and median landscaping and irrigation systems associated with Project No. E-4/11– Moreno Valley Ranch – East/Daybreak, for Zones E-4 (Moreno Valley Ranch – East) and E-4A (Daybreak); and,

WHEREAS, written notification was provided to the Contractor that effective October 1, 2011, the service levels and contract costs for maintenance would be adjusted from the full service level to the reduced service level for Zone E-4, with E-4A remaining at a full service level; and,

WHEREAS, the change in the service level in accordance with Exhibit E., 9., Schedule II, A., of the Agreement provides the monthly and annual costs for service levels, which total $95,770.32 annually for reduced service level landscape maintenance for Zone E-4 and $5,580.00 annually for full service level landscape maintenance for Zone E-4A; and,

WHEREAS, landscape maintenance services provided during the initial term of the Agreement were sufficiently performed and both District and Contractor mutually agreed to enter into an extension of the Agreement (First Extension Agreement) for the term of July 1, 2012 to June 30, 2013; and,

WHEREAS, a First Amendment to the Agreement (First Amendment and Agreement hereinafter collectively referred to as "Amended Agreement") was approved by the CSD Board to increase the additional work amount of the Agreement from $8,200.00 to $18,300.00, an increase of $10,100.00); and,

WHEREAS, the Amended Agreement for FY 2012/13 totaled $119,650.32 ($95,770.32 for Zone E-4 base services, $5,580.00 for Zone E-4A base services, $17,000.00 for Zone E-4 additional work, and $1,275.00 for Zone E-4A additional work); and,

SECOND EXTENSION AGREEMENT
PROJECT NO. E-4/11 – MORENO VALLEY RANCH EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

WHEREAS, landscape maintenance services as provided under the Amended Agreement are being sufficiently performed; and,

WHEREAS, pursuant to the terms of the Amended Agreement, both parties wish to extend the Amended Agreement (Second Extension Agreement); and,

WHEREAS, the Amended Agreement as extended (Second Extension Agreement) shall be extended for a period of twelve (12) months under the following terms:

1. The Second Extension Agreement period shall commence on **July 1, 2013** and shall terminate on **June 30, 2014.**

2. In accordance with Exhibit D., 1., B., of the Agreement, this Second Extension Agreement shall be considered the second of four possible extensions of the Agreement.

3. For the period of this Second Extension Agreement and except where additional compensation is specifically provided for in the Amended Agreement, the District will pay the Contractor for work (labor, materials, supplies, equipment, etc.) performed under this Second Extension Agreement for maintenance of the parkway and median areas of E-4 and E-4A consistent with the payment terms (Exhibit C) of the Agreement in the total amount of **EIGHT THOUSAND FOUR HUNDRED FORTY-FIVE AND 86/100 DOLLARS ($8,445.86)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **ONE HUNDRED ONE THOUSAND THREE HUNDRED FIFTY AND 32/100 DOLLARS ($101,350.32).**

4. Notwithstanding, Exhibit E., 9., B., 3., A. and B., on page 85, of the Agreement, the unit cost set forth in the Additional Work Price List, for any landscape areas added to the project during the period of this Extension shall be as follows:

    a. Additional parkway areas, planters (trees to 18-feet height, shrubs, ground cover included, as applicable). **$0.0075/sq.ft./mo**.

    b. Additional parkway areas, turf (trees to 18-feet height, shrubs, ground cover included, as applicable). **$0.006/sq.ft./mo**.

5. Notwithstanding Exhibit C., 2., E., of the Agreement, for the period of this Second Extension Agreement and except as specifically approved by subsequent action of the CSD Board or City Manager as directed by the CSD Board, the Director (the Chief Financial Officer/City Treasurer or their designated appointee) may not authorize additional work pursuant to this Second Extension Agreement or the original Agreement in excess of the cumulative total of **EIGHTEEN THOUSAND TWO HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS ($18,275.00).** This additional work amount would allocate seventeen thousand and 00/100 dollars ($17,000.00) for additional work in Zone E-4 and one thousand two hundred and seventy-five and 00/100 dollars ($1,275.00) in Zone E-4A.

6. Except as set forth herein, all other terms and conditions of the Amended Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SECOND EXTENSION AGREEMENT
PROJECT NO. E-4/11 – MORENO VALLEY RANCH EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor: TruGreen Landcare
By: _____	By: _____
Title: City Manager, Acting in the capacity of District Manager to the Moreno Valley Community Services District	Title: (President or Vice President)
Date: _____	Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary

Date: _____

Affix Corporate Seal Below

FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT MORENO VALLEY COMMUNITY SERVICES DISTRICT MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION

PROJECT NO. E-4/11

This First Amendment to the Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT, a municipal corporation, hereinafter referred to as "CSD," and TruGreen Landcare, a California General Partnership hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the City and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for R.F.P. NO. E-4/11 - PROJECT NO. E-4/11, hereinafter referred to as "Agreement," dated August 18, 2011; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform maintenance of landscaping and irrigation of the landscaped parkways and medians for E-4 (Moreno Valley Ranch-East) and E-4A(Daybreak) as provided in the Agreement; and,

WHEREAS, an extension agreement was entered into on July 26, 2012 for the 2012/13 Fiscal Year ("FY") the "First Extension Agreement"; and

WHEREAS the First Extension Agreement was authorized in the not-to-exceed (NTE) amount of $109,550.32 ($101,350.32 for base maintenance services, to be paid at a rate of $8,445.86 per month, one month in arrears and $8,200.00 for additional work); and,

FIRST AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. E-4/11

WHEREAS, the amount of additional work that has been identified is greater than anticipated when the First Extension Agreement was entered into, which will require an increase in the First Extension Agreement's additional work allocation of $10,100.00 from $8,200.00 to $18,300.00 ($17,000 for E-4 and $1,300 for E-4A), to cover the cost of additional services, which includes but is not limited to labor and materials, for irrigation repairs and replanting, to be performed or provided by the Contractor; and,

WHEREAS, it is desirable to amend the First Extension Agreement, to increase the NTE amount from $109,550.32 to $119,650.32 to cover the additional costs of services, at the unit prices as listed in Exhibit E, Section 9., letter B. of the Agreement.

SECTION 1 FIRST AMENDMENT to the FIRST EXTENSION AGREEMENT:

1.1 Amend the Additional Work Amount of the First Extension Agreement Section 5. from eight-thousand two hundred and 00/100 dollars ($8,200.00) to eighteen thousand three hundred and 00/100 dollars ($18,300.00) to accommodate additional labor and material costs associated with irrigation and replanting services, for a total NTE of $119,650.32 ($101,350.32 for base and $18, 300 for additional work).

SECTION 2

2.1 Except as otherwise specifically provided in this First Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. E-4/11

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District

Date: _____

Contractor: TruGreen Landcare

By: _____
Title: (President or Vice President) Branch Manager

Date: 5/17/13

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: _____

Affix Corporate Seal Below
(If applicable)

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462-1644
Ph. (610) 832-8240

Effective Term: 07/01/2013 - 06/30/2014

INCREASE / DECREASE RIDER

Rider to be attached to and form a part of Bond Number 015030479, dated the 26th day of June, 20 12, issued by Liberty Mutual Insurance Company, a Massachusetts stock insurance company, as Surety (the "Surety"), on behalf of TruGreen LandCare, a California General Partnership, as principal (the "Principal"), in favor of Moreno Valley Community Services District, as obligee (the "Obligee").

It is understood and agreed that the penal sum of the attached bond is hereby increased (increased/decreased) from One Hundred One Thousand Three Hundred Fifty and 32/100 ($ 101,350.32) Dollars, to One Hundred Nineteen Thousand Six Hundred Fifty and 32/100 ($ 119,650.32) Dollars.

This change is effective the 1st day of July, 20 13.

The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified.

DATED as of this 16th day of May, 20 13.

WITNESS / ATTEST:

Renato Reyes, Account Manager

TruGreen LandCare, a California General Partnership
(Principal)

By: Janina Monroe (Seal)
Name: Janina Monroe
Title: Attorney-in-Fact

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By: Michelle Haase (Seal)
Attorney-in-Fact: Michelle Haase

ACCEPTED:

By: _____

Date: _____

Project No. E-411: Maintenance of Parkway and Median Landscaping and Irrigation.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Los Angeles }

On MAY 16 2013 (Date) before me, Susan E. Morales, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Janina Monroe (Name(s) of Signer(s)),

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

SUSAN E. MORALES
COMM. # 1930723
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires March 28, 2015

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

Witness my hand and official seal.

Signature Susan E. Morales
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Janina Monroe
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☒ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
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TruGreen LandCare™

POWER OF ATTORNEY

TruGreen LandCare L.L.C. ("TruGreen"), a Delaware Limited Liability Company, with its principal place of business located at 9416 Doctor Perry Road, Ijamsville, Maryland 21754, and a Federal Employer Identification Number of 36-4313318, hereby constitutes and appoints, jointly and severally, the employees of Lockton Insurance Brokers LLC ("Lockton") identified below, as its true and lawful attorney-in-fact, to execute all surety bonds with a face amount of up to $1,000,000 issued on behalf of TruGreen or any of TruGreen's direct and/or indirect subsidiaries as set forth herein.

EMPLOYEE	LOCATION
Paul Boucher	Lockton Insurance Brokers LLC-Los Angeles
Janina Monroe	Lockton Insurance Brokers LLC-Irvine
Sarah Campbell	Lockton Insurance Brokers LLC-Los Angeles
Dennis Langer	Lockton Insurance Brokers LLC-Los Angeles
Yalonda Eubank	Lockton Insurance Brokers LLC-Los Angeles
Richard A. Roderick	Lockton Insurance Brokers LLC-Los Angeles
Heather Win	Lockton Insurance Brokers LLC-Los Angeles
Misty Wright	Lockton Insurance Brokers LLC-Los Angeles
Debra J. Scarborough	Lockton Insurance Brokers LLC-Kansas City
Christy M. McCart	Lockton Insurance Brokers LLC-Kansas City

This Power of Attorney supersedes all prior Power of Attorney executed for this purpose and shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days' written notice.

This Power of Attorney shall include the following direct and indirect subsidiaries of TruGreen and any and all direct and/or indirect subsidiaries that are acquired or formed by TruGreen after the execution of this Power of Attorney.

SUBSIDIARIES	FEDERAL EMPLOYER IDENTIFICATION NUMBER
TruGreen LandCare, a California General Partnership	36-4313318
TruGreen LandCare of Nevada L.L.C.	36-4345959
TruGreen LandCare of Alabama L.L.C.	36-4345958
Minnesota Lawn Maintenance, Inc.	41-1766873

IN WITNESS WHEREOF, the individual signing below affirms his/her authority to sign this Power Of Attorney on behalf of TruGreen LandCare L.L.C. and to grant the powers contained herein.

Dated this 17 th day of May, 2012

TruGreen LandCare L.L.C.

By: _____
Vidyadhar KulKarni, President & CEO

(Signature to be notarized)

STATE OF MARYLAND}
COUNTY OF FREDERICK}

On this 17th day of May, 2012, before me, the undersigned Notary Public for said State and County, personally appeared VIDYADHAR KULKARNI, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the President and CEO of TRUGREEN LANDCARE L.L.C., the within named bargainor, a Delaware Limited Liability Company, and that he as such President and CEO, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Nancy Pope
Notary Public

My Commission Expires:

NOTARY PUBLIC SEAL STATE OF MARYLAND
NANCY POPE
Notary Public
Frederick Co., MD
My Comm. Exp's. Aug. 4, 2015

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On MAY 16 2013 (Date) before me, Brianne Davis, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Michelle Haase (Name(s) of Signer(s)),

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

BRIANNE DAVIS
Commission No. 2017152
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
My Comm. Expires APRIL 1, 2017
NCC1 NCC1

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

Witness my hand and official seal.

Signature Brianne Davis
Signature of Notary Public — Brianne Davis

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
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THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

4831333

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **PAUL BOUCHER, JANINA MONROE, THOMAS G. MCCALL, JEREMY YEUNG, TIMOTHY J. NOONAN, MICHELLE HAASE, ALL OF THE CITY OF LOS ANGELES, STATE OF CALIFORNIA**

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100**********DOLLARS ($ 50,000,000.00**********) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of 6th day of September, 2011.

LIBERTY MUTUAL INSURANCE COMPANY

By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 6th day of September, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this _____ day of MAY 16 2013, _____.

Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

MV00203736

EXTENSION AGREEMENT
PROJECT NO. E-4/11
MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **TruGreen Landcare** (hereafter, "Contractor")

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated August 18, 2011 referencing Project No. E-4/11 for the maintenance of the District's parkway and median landscaping and irrigation systems associated with Project No. E-4/11– Moreno Valley Ranch – East/Daybreak.

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement.

WHEREAS, the Extension of the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2012** and shall terminate on **June 30, 2013.**

2. In accordance with Exhibit D, Section 1 B. of the Agreement, this Extension shall be considered the first of four possible Extensions of this Agreement.

3. For the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension for maintenance of the parkway and median areas consistent with the terms of the Agreement in the total amount of **EIGHT THOUSAND FOUR HUNDRED FOURTY-FIVE 86/100 ($8,445.86)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **ONE HUNDRED ONE THOUSAND THREE HUNDRED AND FIFTY 32/100 DOLLARS ($101,350.32).**

4. Notwithstanding, Exhibit E, Section B, 3. A. and B. on page 85, of the Agreement, the unit cost set forth in the Additional Work Price List, for any landscape areas added to the project during the period of this Extension shall be as follows:

    a. Additional parkway areas, planters (trees to 18-feet height, shrubs, ground cover included, as applicable). **$0.0075/sq.ft./mo**.

    b. Additional parkway areas, turf (trees to 18-feet height, shrubs, ground cover included, as applicable). **$0.006/sq.ft./mo**.

5. Notwithstanding Exhibit C., Numeral 2, Letter e of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the City Council, the Director (the Public Works Director/City Engineer or his designated appointee) may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **EIGHT THOUSAND TWO HUNDRED AND 00/100 DOLLARS ($8,200.00).**

6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

EXTENSION AGREEMENT
PROJECT NO. E-4/11 – MORENO VALLEY RANCH EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor: TruGreen Landcare
By:	By:
Title: Mayor, Acting in the capacity of President of the Board of Directors of the Moreno Valley Community Services District	Title: (President or Vice President) Tim Martinez, Region Manager
Date: 7/26/12	Date:

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

Deputy City Attorney

7-9-12
Date

RECOMMENDED FOR APPROVAL:

Department Head

7/19/12
Date

By:
Title: Corporate Secretary or Assistant Secretary

Date:
Affix Corporate Seal Below

INDEPENDENT CONTRACTOR AGREEMENT

R.F.P. NO. E-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name	TruGreen Landcare
Street Address	1616 Marlborough Ave.,
Street Address	Bldg. S
City, State, Zip	Riverside, CA 92507
Mailing Address (If same as Street Address, write same or same as above)	Same as Above
Business Phone (with area code)	(951) 688-6880
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	
Fax Number	(951) 686-1436
Email Address	
Social Security Number	
Business License Number	07754
Federal Tax ID Number	36-4313318
Contractor's License Number & Classification	774548 C-51, D-49, C-27

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), and the their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, RDA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, RDA, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the

as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.

J. Termination.

1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.

2. The District may terminate this Contract without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951. 413-3036
Fax number: 951. 413-3034

SIGNATURE PAGE TO FOLLOW:

EXHIBIT A
R.F.P. NO. E-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. SCOPE OF WORK

A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 23, Project Location Map.

B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf and shrub areas designated hereunder; regularly maintain and prune trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.

E. All work shall be performed in accordance with the Technical Provisions for Full Service or Reduced Service. Determination of the level of service shall be made per written direction by the City. Service levels may be converted from Full to Reduced or from Reduced to Full with 30 days advance written notice by the City.

G. For the purposes of this Contract, "Working Days" shall be Mondays through Thursdays, excluding holidays as provided herein. The hours of maintenance service shall be from 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

3. FUNCTIONS AND RESPONSIBILITIES

A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Appendix B, Monthly Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. CONTRACTOR'S STAFF

A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.

C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.

D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements..

Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Exhibit A, Section 3, paragraph J of the Contract Agreement.

8. USE OF CHEMICALS

A. Before the beginning of the Contract period, the Contractor shall submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS).of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.

B. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.

D. Contractor shall report all fertilizers and pesticides used in performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3, paragraph B above. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

12. PAYROLL RECORDS

A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.

B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars ($25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Provisions Full Service Fertilization, Section 18.

13. Pest control: See Technical Provisions - Full Service Pesticide Use, Section 19.

14. Aeration:

    (a) All turf areas shall be aerated three (3) times annually;

    (b) Aeration shall be done in the spring, mid-summer, and fall, or as directed by District field staff;

    (c) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

    (d) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

    (e) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

(d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall not be allowed:

(a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

(c) Use of pruning paint/pruning compound/wound dressing;

(d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Provisions – Full :Service Pesticide Use, Section 19.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Any shrub shall be pruned and/or trimmed at any time in order to:

2. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed at any time in order to:

   (a) Remove dead, diseased, or damaged branches/crowns;

   (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

   (c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

   (a) To enable successful adaptation to their particular site situation;

   (b) In accordance with accepted practices for the particular species in question;

   (c) As often as is necessary to accomplish the results intended in paragraphs (a) and (b) above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Provisions - Full Service Fertilization, Section 18.

8. Pest control: See Technical Provisions – Full Service Pesticide Use, Section 19.

E. WEED CONTROL

1. All weeds shall be continuously controlled at all sites.

2. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

   (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than one (1) time per week;

   (b) Be turned off during periods of rainfall, or as directed by District field staff;

   (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

   (a) Be operated only when Contractor's personnel are present on site;

   (b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;

   (c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

2. Contractor shall make a <u>minimum</u> of one (1) visitation per week of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walks the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of this condition.

3. All hardscape areas, including but not limited to sidewalks, curbs, and

5. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

18. TECHNICAL PROVISIONS – FULL SERVICE FERTILIZATION

A. TURF FERTILIZATION

1. Per Technical Provisions – Full Service Landscape Section 17, a humus base fertilizer shall be applied to turf areas immediately following spring and fall aeration operations. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Humus base fertilizers to be applied by drop spreader only.

3. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

6. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

			Rates per 1,000 sq. ft.	
Month	Number of Apps	Type of Fertilizer	Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of

the County of Riverside during the entire term of this Contract.

3. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

4. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require that copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. For pesticide application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(c) The Director may require that all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(d) The Director may require that all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

(a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Mowing height for cool season grasses shall not exceed a maximum of three inches (3"), or minimum of two inches (2"), and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed a maximum of one and one-half inches (1½"), or a minimum of three-quarters of an inch (¾"), and shall be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Around tree trunks in turf areas, a six inch (6") ring of grass shall be removed in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.

13. Pest control: See Technical Provisions - Reduced Service Pesticide Use, Section 22.

14. Aeration is considered Additional Work, per Exhibit C., Section 2.

15. Renovation/thatching operations are considered Additional Work, per Exhibit C., Section 2.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Any tree shall be pruned at any time in order to:

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodgepole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Provisions – Reduced Service Pesticide Use, Section 22.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Any shrub shall be pruned and/or trimmed at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned:

   (a) To enable successful adaptation to their particular site situation;

   (b) Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

   (c) As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach and water solution

5. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.

8. Pest control: See Technical Provisions - Reduced Service Pesticide Use, Section 22.

E. WEED CONTROL

1. All weeds shall be controlled quarterly at all sites.

2. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

3. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; non-landscaped portions of sites, as determined by the Director.

4. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

5. Chemical weed control: See Technical Provisions – Reduced Service Pesticide Use, Section 22.

6. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. All landscape sites at all times shall receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather

(c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to repair irrigation systems shall be of the same manufacture as those originally installed, unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

2. Contractor shall make a minimum of one (1) visitation per **month** of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walkways the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites which, in the opinion of the Director, contain an exceptional amount of litter shall be cleared by Contractor before the close of business the working day following notification of this condition.

3. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

4. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2.

5. The Contractor shall dispose of all debris and litter as described in paragraphs 1 and 2 above off-site, and in a legal manner.

   (a) The Contractor shall notify the Director immediately whenever suspicious and/or waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

   (b) Failure to adhere to the specifications of this section of the Special

2. A humus base fertilizer shall be applied to turf areas immediately following aeration operations.

3. Humus base fertilizers are required to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply the Director with a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

6. Written notification to the Director is required five (5) days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Applications	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
APR	1	23-5-10*	1.5	6.5 lbs

* 23-5-10/BEST® POLY SUPREME or approved equal.

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

3. Contractor shall supply to the Director with a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required five (5) days prior to fertilizer application.

5. Fertilizer application reporting specifications, - See Section 3. – Functions and Responsibilities and Section 8 – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of

Director a list of all proposed pesticides to be used in the fulfillment of said Contract, per Section 8 – Use of Chemicals. A valid written pesticide use recommendation for each pesticide listed shall be submitted concurrently with this list. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides so listed shall be submitted in writing to the Director for approval prior to use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for filing all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. Pesticide application reporting specifications, - See Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

3. A five (5) working day written notice shall be given to the Director prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) Weed Control – Application of pre-emergent herbicides shall be considered Additional Work, per Exhibit C., Section 2.

   (b) Appropriate chemical control must be used on the following weeds.

   Bermuda Grass
   Kikuyu Grass
   Nutsedge

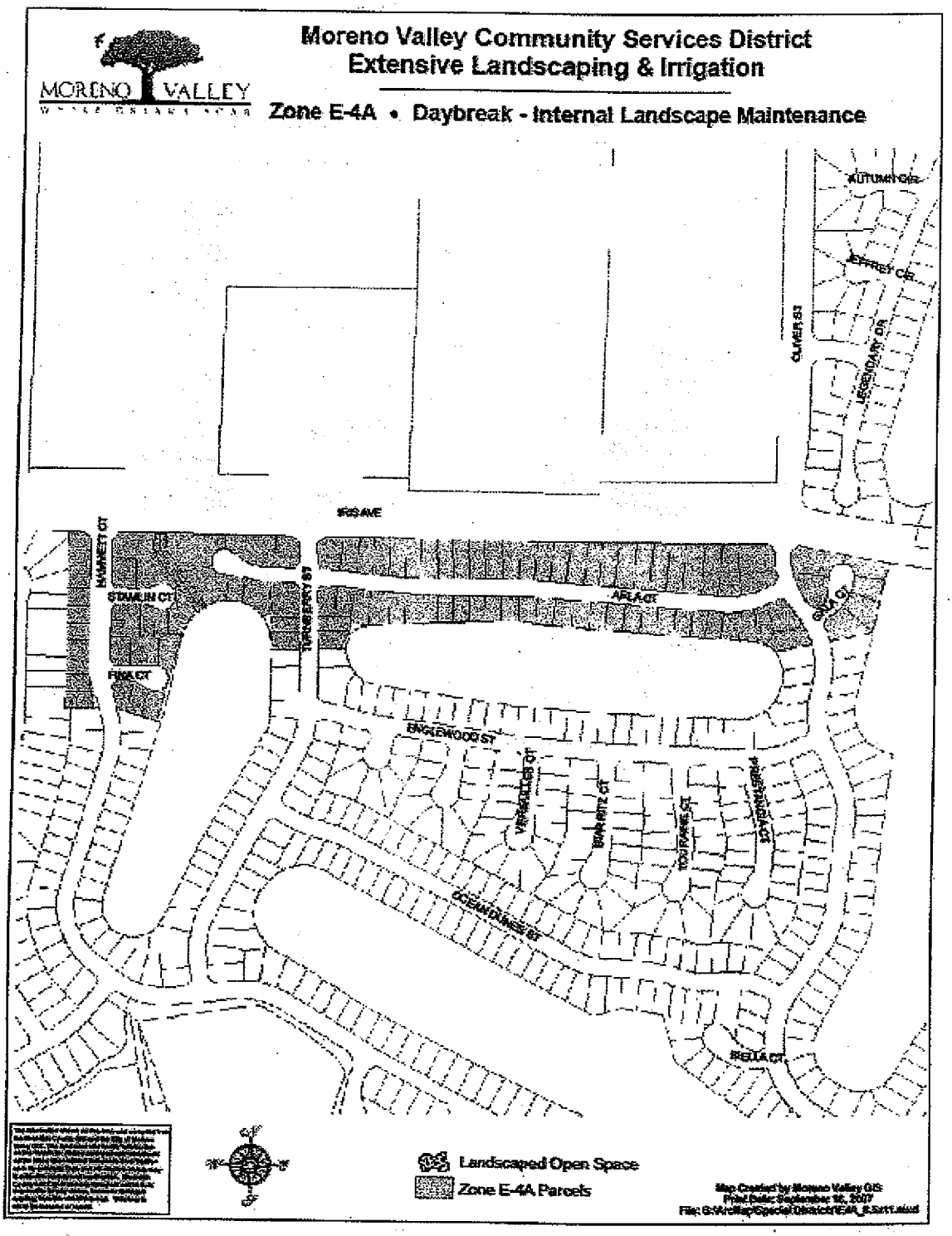
MORENO VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E-4A • Daybreak - Internal Landscape Maintenance
AUTUMN CIR
JEFFREY CIR
CLARK ST
LEGENDARY DR
MARKET CT
STAMLIN CT
TURNBERRY ST
APLA CT
FINA CT
ENGLEWOOD ST
VERMILLION CT
BAKARITZ CT
TOUPANE ST
SCOTTSDALE DR
OCEANDUNES ST
BELLA CT
Landscaped Open Space
Zone E-4A Parcels

EXHIBIT B: District Responsibilities

R.F.P. NOE-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACT SUPERVISION

A. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.

B. Director must give consent in writing prior to application of any Category I pesticide.

B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made of a new installation, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in the Exhibit E, Section 9, shall be prorated from the day the Contractor commences work on the additional areas.

D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Section 9. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).

E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of $14,800.00 for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

A. Work required in the General or Special Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or

EXHIBIT D: Term of Contract

R.F.P. NO. E-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. TERM OF CONTRACT

A. Following approval by both parties, the Contract will commence on July 1, 2011, and shall terminate twelve (12) months thereafter.

B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.

C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.

E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

R.F.P. NO. E-4/11

R.F.P. NO.E-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

1. SCHEDULE I

A. COMPANY NAME: TRUGREEN LANDCARE

TYPE
- Sole proprietor ____
- Partnership X
- Corporation ____

B. COMPANY ADDRESS/PHONE NUMBER

MAIN OFFICE ADDRESS:
1616 MARLBOROUGH AV. Bld. S
RIVERSIDE, CA. 92507

MAIN OFFICE PHONE NUMBER: 951-688-6880.

SATELLITE OFFICE ADDRESS (if applicable):

SATELLITE OFFICE PHONE NUMBER ____

C. CONTRACTOR'S LICENSING INFORMATION:

LICENSE NUMBER/CLASSIFICATION/NAME STYLE: 774548
C-61, D-49, C-27

NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 10

LICENSE EXPIRATION DATE: 2-29-12

CURRENT LICENSE STATUS: ACTIVE

- TYPE: DUMP TRUCKS F-450 NUMBER: 9
- TYPE: NUMBER:

B POWER EQUIPMENT

- TYPE: MOWERS 21", 36", 48", 60" NUMBER: 64
- TYPE: BLOWERS NUMBER: 48
- TYPE: HEDGE TRIMMERS NUMBER: 47
- TYPE: WEEDEATERS NUMBER: 52

I. REFERENCES

ATTACH RESPONSES ON ADDITIONAL SHEETS - ONE SHEET PER REFERENCE

1. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.
2. REFERENCE RESPONSES MUST INCLUDE:
   A. NAME AND ADDRESS OF AGENCY;
   B. NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
   C. CONTRACT NAME(S) / NUMBER(S);
   D. ANNUAL CONTRACT AMOUNT(S);
   E. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
   F. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
   G. LENGTH OF CONTRACT(S).
3. **THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:**
   A. How many (number) of contracts and years under contract?
   B What are/were the Scope of the contract(s), acreage amounts, location(s)?
   C. What are/were the Contract amount(s)?
   D. Do/did they have adequate (quantity/quality) staffing?
   E. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
   F. Does staff have the ability to comprehend/speak English?
   G. How are/were the appearance, uniforms, and use of safety equipment?
   H. Do/did they have availability of additional personnel for extra work/special projects?
   I. Is/was the equipment used in good working order?
   J. Do/did they have an effective in-company communications system?
   K. How is/was the knowledge of project/contract standards?
   L. Do/did they have the ability to respond to complaints/requests in a timely fashion?

M. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?

N. How accurate & timely is/was billing/invoicing?

O. Have Contract(s) been successfully completed to term?

P. Would you accept future proposals/bids from this company?

2. PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

A. **Facilities** – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

RIVERSIDE OFFICE
1616 MARLBOROUGH AV. BLD. S
RIVERSIDE, CA. 92507

B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **Equipment:** LAZER RIDING MOWER, 36" Walk behind Mower, 21" Mower, Power Edger, Hedge Trimmers, Blowers, Weed eater, Chain saw

2. **Motor Vehicles:**
1- Stake Bed F-350
1- Pick-up F-150
1- Spray Truck F-350 w/ Bubble Tanks.

3. **Turf Maintenance Power Equipment/Tools:**
Power Edgers & Mowers above under equipment.

R.F.P. NO. E-4/11

C. **Staff**: - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**
(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

Conrado Sigala - Area Manager
Lori Ledesma - Office Admin.
Foreman and labors who be assigned to job.

2. **Tree Trimming/Maintenance:**
(List any ISA or equivalent certified personnel)

Rafael Gomez - ISA Certified

3. **Irrigation System Maintenance:**
(List technical personnel – include any relevant education, certification, licensing information for each person listed)

Gilberto Castillo - Irrigation Tech

4. **Pesticide Application:**
(List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.)

Ray Velasquez - QAL 103311
Manny Mendes - QAL 100444

R.F.P. NO. E-4/11

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE
E-4 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 - Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks 4 Man Crew - 32 Hrs 1 Irrigator 8 Hrs	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 - Man Crew 32 Hrs. 1 - Irrigator 8 Hrs	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew - 32 Hrs 1 Irrigator 8 Hrs.	- Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks - Meeting Inspector 1 Hr 3 Man Crew 24 Hrs 1 Irrigator 8 Hrs	OFF (Min)
WEEK #2 - Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks 4 Man Crew - 32 Hrs. 1 Irrigator 8 Hrs	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew - 32 Hrs 1 Irrigator 8 Hrs.	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew 32 Hrs 1 Irrigator 8 Hrs.	- Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks 3 Man Crew 24 Hrs 1 Irrigator 8 Hrs.	OFF (Min)
WEEK #3 - Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks 4 Man Crew - 32 Hrs 1 Irrigator 8 Hrs	Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew 32 Hrs 1 Irrigator 8 Hrs	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew 32 Hrs. 1 Irrigator 8 Hrs.	- Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks - Meeting Inspector - 1 Hr. 3 Man Crew 24 Hrs 1 Irrigator 8 Hrs.	OFF (Min)
WEEK #4 - Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks 4 Man Crew 32 Hrs. 1 Irrigator 8 Hrs.	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew 32 Hrs 1 Irrigator 8 Hrs.	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew 32 Hrs. 1 Irrigator 8 Hrs.	- Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks 3 Man Crew 24 Hrs. 1 Irrigator 8 Hrs.	OFF - Reports Submittals 1 Hr (Min)

WINTER SCHEDULE NOV - APRIL

R.F.P. NO. E-4/11

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE

E-4A MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1			-Detail Trimming -Trash Pick-up -Weeding & Spraying -Blowing Sidewalks. 2 Men Crew 1/2 day 8 HRS.	
WEEK #2			-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 2 Men Crew 1/2 day 8 HRS	
WEEK #3		Irrigator 2 HRS.	-Detail Trimming -Trash Pickup - Weeding & Spraying -Blowing Sidewalks. 2 Men Crew 1/2 day 8 HRS.	
WEEK #4		Meeting Inspector- 1/2 HR.	-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing sidewalks. 2 Men Crew 1/2 day 8 HRS.	Report Submittals 1/4 HR.

R.F.P. NO. E-4/11

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE
E-4 ANNUAL SCHEDULE SHEET

JANUARY	**FEBRUARY**	**MARCH** - Turf Aeration - Growpower - Turf - Pre-emergent granual for bed areas.
APRIL 23-5-10 / Best Poly Supreme (Shrub & Ground Cover)	**MAY**	**JUNE**
JULY	**AUGUST**	**SEPTEMBER** 23-5-10 / Best Poly Supreme (Shrub & Ground Cover)
OCTOBER Turf Aeration Growpower - Turf - Pre-emergent granual for bed areas.	**NOVEMBER**	**DECEMBER**

R.F.P. NO. E-4/11

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE
E-4A ANNUAL SCHEDULE SHEET

JANUARY	FEBRUARY	MARCH -Pre-emergent granual for bed areas-
APRIL 23-5-10 / Best Poly Supreme (Shrub & Ground Cover)	MAY	JUNE
JULY	AUGUST	SEPTEMBER 23-5-10 / Best Poly Supreme (Shrub & Ground Cover)
OCTOBER -Pre-emergent granual for bed areas.	NOVEMBER	DECEMBER

R.F.P. NO. E-4/11

4. PROPOSED ANNUAL MATERIAL SCHEDULE

A. Fertilizers:

List the fertilizers to be furnished to execute work tasks specified in Exhibit A. Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
- Growpower Fertilizer	3500 lbs.	$2050.00
- Best 23-5-10 Poly Supreme	3500 lbs.	$1800.00

B. Pesticides:

List pesticides to be furnished to execute work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Riverdale Razor-Pro	28 Gal	$550
Fusilade - Post grass control	3 QT	$250
Ronstar - Pre-emergent	35 Bags	$3075
Snail bait	200 lbs.	$475

R.F.P. NO. E-4/11

C. **Greenwaste Recycling:**

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

Burrtec Industries
1850 Agua Mansa Rd.
Riverside, CA. 92509
951-685-5516

R.F.P. NO. E-4/11

7. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE Manuel Mendes

PRINTED NAME MANUEL MENDES

TITLE BRANCH MANAGER

COMPANY NAME TRUGREEN LANDCARE

DATE 02-17-11

R.F.P. NO. E-4/11

9. SCHEDULE II

A. BID SCHEDULE

PROPOSER: TRUGREEN LANDCARE
(Company Name)

SITE	SERVICE LEVEL	ESTIMATED AREA	COST PER SQ. FT.	COST PER MONTH	COST PER TWELVE MONTHS
E-4 LANDSCAPE PARKWAYS & MEDIANS (currently full service)	Full	Planter: 617,667 sq. ft.	$ 0.015	$9,265.00	$111,180.00
		Turf: 588,060 sq. ft.	$ 0.0089	$5,233.73	$62,804.76
	Reduced	Planter: 617,667 sq. ft.	$ 0.0075	$4632.50	$55,590.00
		Turf: 558,060 sq. ft.	$ 0.006	$3348.36	$40,180.32
E-4A LANDSCAPE PARKWAYS (currently full service)	Full	Planter 31,000 sq. ft.	$ 0.015	$465.00	$5,580.00
	Reduced	Planter 31,000 sq. ft.	$ 0.0075	$232.50	$2,790.00

The Total Amount of the Service Proposal shall be based on current service levels **(Full service for E-4 Parkways & Medians and Full service for E-4A Parkways):**

Figures: $179,564 and 76 /100's Dollars

Words: One hundred seventy-nine thousand, five hundred sixty-four and seventy-six /100's Dollars

All work shall be performed in accordance with the Technical Provisions for Full Service or Reduced Service. Determination of the level of service shall be made per written direction by the City. Service levels may be converted from Full to Reduced or from Reduced to Full with 30 days advance written notice by the City.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway, irrigation, and landscaping as set forth in Exhibit A: Scope of Work of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 0 **has/have been received and is/are made a part of this proposal.**

Manuel Mendez — 02-17-11
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

R.F.P. NO. E-4/11

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

ROUTINE IRRIGATION REPAIR PRICES

1. Irrigation repair parts for routine repairs @ cost plus 15 %

2. Unit prices for Additional Work (additional **FULL SERVICE** landscape areas) per Exhibit C, Section 2.

   A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.015 /sq. ft./mo.

   B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.0089 /sq. ft./mo.

3. Unit prices for Additional Work (additional **REDUCED SERVICE** landscape areas) per Exhibit C, Section 2.

   A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.0075 /sq. ft./mo.

   B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.006 /sq. ft./mo.

4. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: TRUGREEN LANDCARE
(Company Name)

R.F.P. NO. E-4/11

11. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is cash, a cashier's check, or a certified check, or a Proposal Surety Bond for 10% of Bid Amount, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated 02-17-11

Signature of Proposer [signature]

By TRUGREEN LANDCARE

Address of Proposer 1616 Marlborough Av. Bld S
Riverside, CA 92507

Telephone Number of Proposer (951) 688-6880

Names and Addresses of Members of the Company:

(If a Corporation)

Signature of Proposer

By

Title

Business Address

AON
Aon Surety

February 15, 2011

Manny Mendez
TRUGREEN LANDCARE, A CALIFORNIA GENERAL PARTNERSHIP
1616 Marlborough Ave., Bldg. S
Riverside, CA 92507

Re: CITY OF MORENO VALLEY
Project: Project No.E-4/11 - Moreno Valley Ranch-East/Daybreak, Maintenance of Parkway & Median Landscaping and Irrigation.
Estimated Contract Price: $ 185,000.00
Bid Date: 2/17/2011
Surety: LIBERTY MUTUAL INSURANCE COMPANIES

Dear Manny:

Enclosed please find the above captioned bid bond, executed per your request.

It is your responsibility to ensure the bid bond conforms with your needs and instructions to us, including but not limited to the correct coverages and parties, and with any laws applicable to your operations and/or the contract requiring the bid bond, and to advise us immediately, in writing, if the bid bond form so executed does not contain the proper information. Accordingly, it is incumbent upon you to carefully review the bond, and we will expect that you will, double-check all information, including signatures, dates, amounts and job descriptions for accuracy, and to verify that the bid bond form we executed is the form required by the specification. This will avoid the possibility of having a low bid rejected because of a clerical error. We will also expect you to verify that anything unusual that has been requested by the obligee is attached.

If, following your review of the bond, you do not advise us in writing of any problem or deficiency in its terms and information but submit the bond as is, your submission will constitute your verification, and we will justifiably assume, that the bond form as issued is correct and appropriate for the purpose for which it is being submitted. You further understand that we will have no liability for any deficiencies or discrepancies not brought to our attention in accordance with this letter.

The bid bond authorization is based upon your original estimate. **If the actual bid price exceeds this estimate by 10% or more, you must contact us for additional authority!**

Please call our office if you should have any questions or need any further assistance.

Good Luck on your Bid.

Sincerely,

Vivian Carti

Vivian Carti
Senior Surety Analyst

Your bid results are very important, please mail or fax this information back to the address below within 5 days of the bid opening.

Contractors Name	Contract Price
1. _____	$ _____
2. _____	$ _____
3 _____	$ _____

Where did you place _____ And your price $ _____

If awarded contract, is final bond required? Yes ☐ No ☐

Aon Risk Services Northeast, Inc.
199 Water Street, New York, NY 10038 • tel: 212 479-3721 • fax: 212 479-4269

R.F.P. NO. E-4/11

Proposal Surety Bond (cont.)

PRINCIPAL	CORPORATE SURETY
Name: TruGreen LandCare, a California General Partnership	Name: Liberty Mutual Insurance Company A(XV)CA
Address: 1616 Marlborough Ave., Bldg. S	Address: 175 Berkeley Street
Riverside, CA 92507	Boston, MA 02116
Tel. No.: (951) 688-6880	Tel. No.: (201) 327-6603
By: Cynthia Farrell	By: Vivian Carti
Cynthia Farrell, Attorney-In-Fact	Vivian Carti, Attorney-In-Fact

SIGNING INSTRUCTIONS

- **The Bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.**
- **The Bond shall include attached Notary Certificates for the Attorney-In-Fact and the Principal.**
- **The Bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).**
- **The Bond shall include the address at which the Principal and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).**

If any of the above items are omitted, the proposal will be considered non-responsive and will be rejected.

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-4 • Moreno Valley Ranch - East *(Este)*

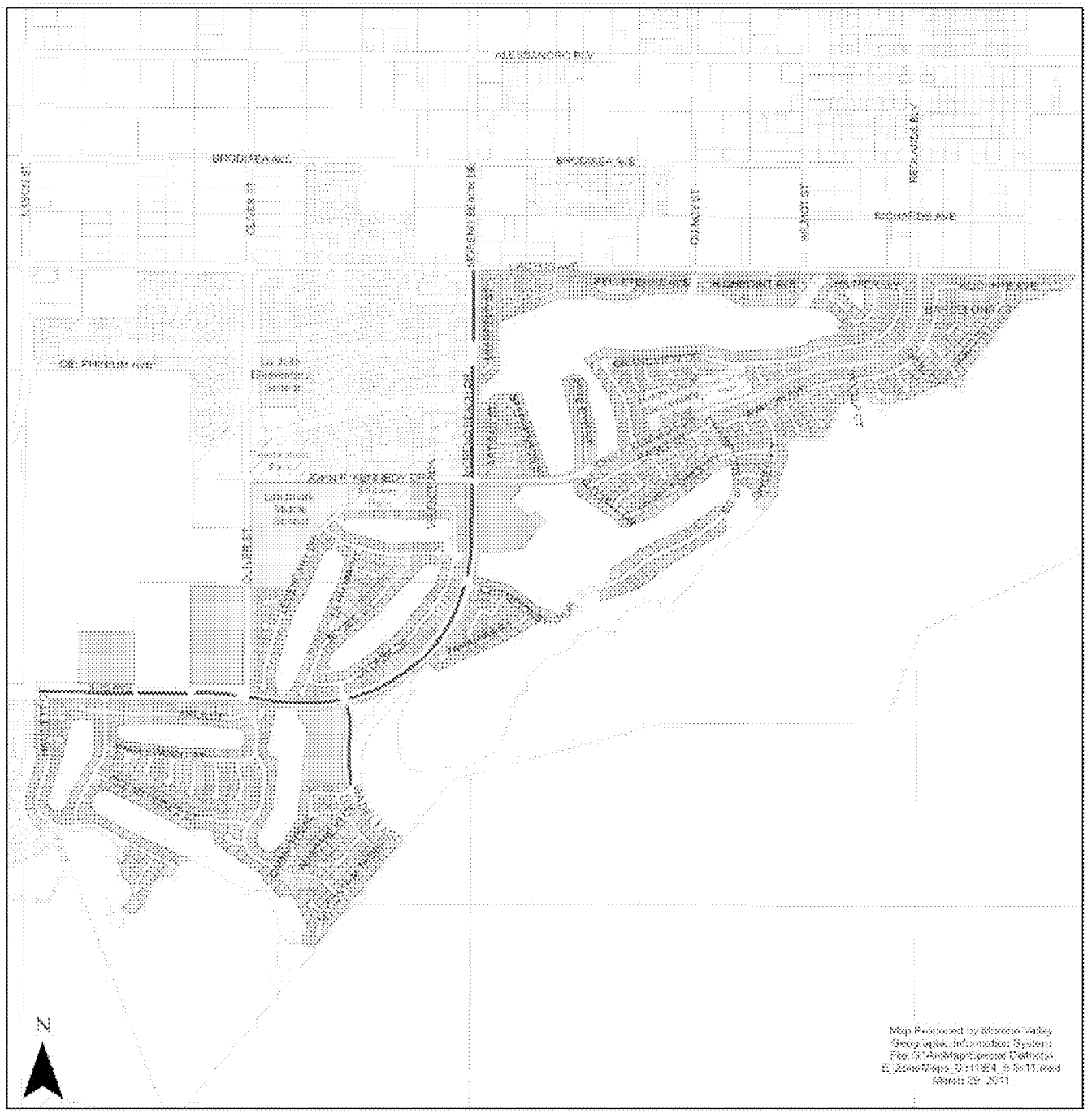

This information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be reproduced or resold.

Landscaped Parkway *(Areas Ajardinadas)*

Landscaped Median *(Medianas Ajardinadas)*

Zone E-4 Parcels *(Zona E-4 Parcelas)*

MORENO VALLEY

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-4A • Daybreak - Internal Landscape Maintenance

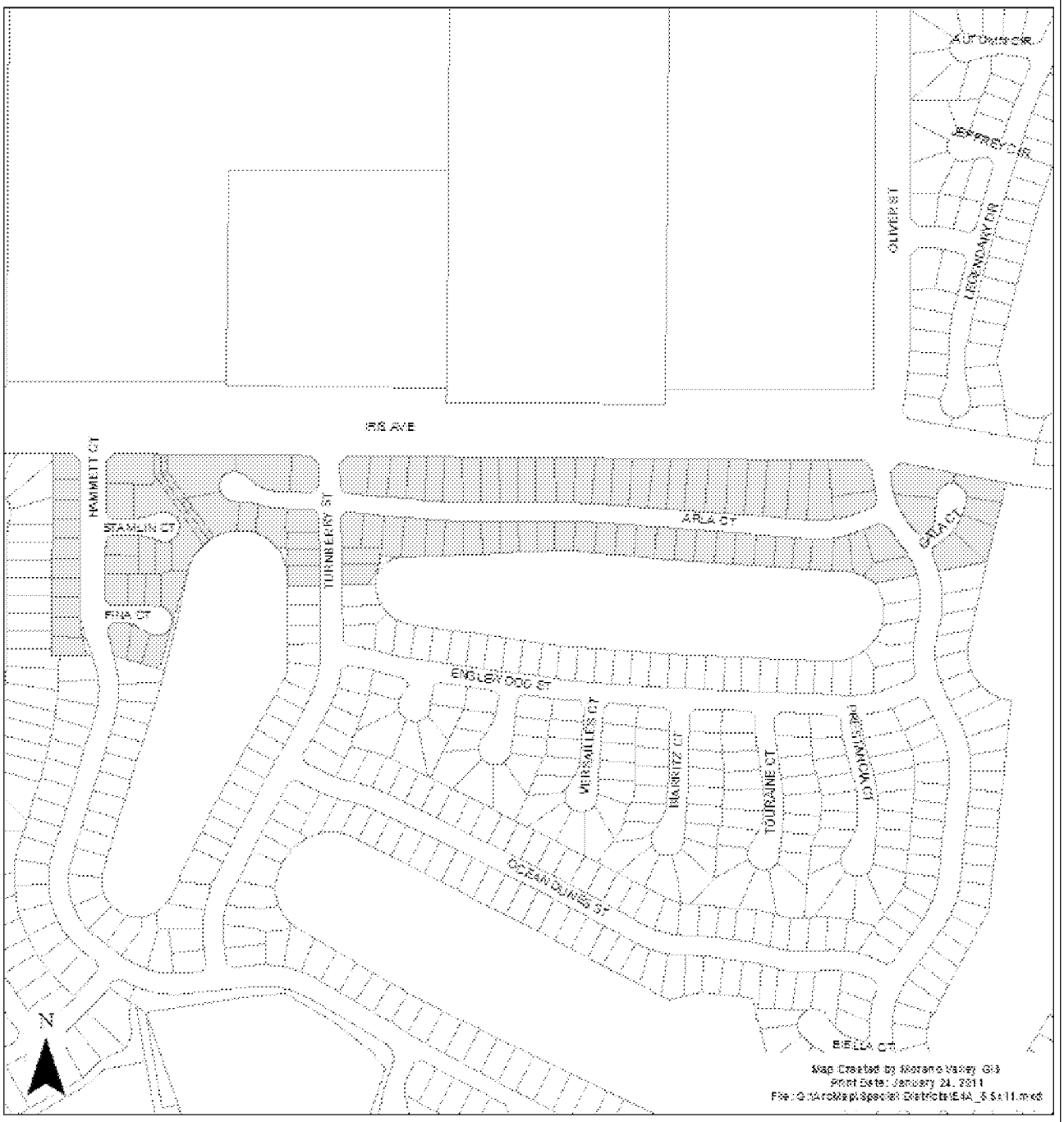

Landscaped Open Space

Zone E-4A Parcels

MORENO VALLEY

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: SECOND EXTENSION OF THE AGREEMENT – PROJECT NO. E-81415/11 PROMONTORY PARK/MAHOGANY FIELDS/CELEBRATION - MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION

RECOMMENDED ACTION

Recommendations:

1. Approve the Second Extension of the Agreement ("Second Extension Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-81415/11, with Merchants Landscape Services, Inc., 1510 S. Lyon Street, Santa Ana, CA 92705 for Zone E-8 (Promontory Park), Zone E-12 (Stoneridge Ranch), Zone E-14 (Mahogany Fields), and Zone E-15 (Celebration) areas.

2. Authorize the City Manager to execute the Second Extension Agreement for E-81415/11 with Merchants Landscape Services, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Merchants Landscape Services, Inc. in the not-to-exceed (NTE) amount of $81,194.64 ($14,710.44 for Zone E-8, $16,779.00 for Zone E-12, $36,546.72 for Zone E-14 and $13,158.48 for Zone E-15) for base services and $28,650.00 ($8,250.00 for Zone E-8, $6,600.00 for Zone E-12, $7,300.00 for Zone E-14, and $6,500.00 for Zone E-15) for additional work services.

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the

City Attorney.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include:

Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services.

Zone E (extensive landscape maintenance), provides landscape maintenance services at full (standard) or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), E-15 (Celebration), and E-16 (Shadow Mountain).

Zone M (Commercial, Industrial, and/or Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide, and

Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors that perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement (Agreement). In accordance with the terms of the Agreement, annual extensions of the Agreement (Extension Agreement) may be entered into up to no more than 4 extensions of the original Agreement, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the CSD (District) and Contractor, at the base rate as provided in the Agreement, plus an additional amount for extra or unanticipated work (additional work amount) that may be performed during the term of the Agreement plus any applicable Extension Agreement.

The Agreement or Extension Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. “Base services” include: mowing, edging and trimming of turf grass areas, pruning and trimming of

shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes and groundcovers, and pesticide applications. Base services are performed on a scheduled rotation basis. "Additional work services" include, but are not necessarily limited to, additional labor and material costs for irrigation repairs, plant material replacement, fertilizer applications and the addition of added square footage of landscaped areas to be added to a Zone's service area at the unit prices for additional work as specified in the Agreement.

DISCUSSION

On February 24, 2011, the Special Districts Division of the Financial and Management Services Department (formerly the Public Works Department) received valid proposals from five (5) landscape maintenance firms in response to a Request for Proposal (RFP) to provide standard maintenance of the landscaped parkways, medians and the irrigation system associated with Zones E-8, E14, and E-15. On August 4, 2011 upon staff's evaluation of the proposals and recommendation, the City Manager, acting in the capacity as District Manager to the Board of Directors of the Moreno Valley CSD, with approval as to legal form by the City Attorney, awarded the contract for landscape maintenance of Zones E-8, E14, and E-15 parkways and medians to Merchants Landscape Services, Inc., Santa Ana, California (the "Contractor"). The amount of the Agreement for the initial twelve-month term was $79,215.64 for standard service level landscape maintenance ($64,415.64 for base services; $14,800.00 for estimated additional work) for FY 2011/12.

On June 12, 2012, the CSD Board Extended the Agreement for FY 2012/13 (First Extension Agreement), which included the addition of parkway and median areas associated with Zone E-12 (Stoneridge Ranch). Beginning in FY 2012/13, the Agreement for landscape maintenance services for Zone E-8, Zone E-14, Zone E-15 and the inclusion of Zone E-12, all at the standard level of landscape maintenance, had a combined base amount of $81,194.64 ($14,710.44 for Zone E-8, $36,546.72 for Zone E-14, $13,158.48 for Zone E-15, and $16,779.00 for Zone E-12) and a combined additional work amount of $17,300.00 ($5,500.00 for Zone E-8, $5,300.00 for Zone E-14, $4,000.00 for Zone E-15 and $2,500.00 for Zone E-12) for a NTE Agreement amount of $98,494.64 for FY 2012/13.

The service levels provided are consistent with the terms of the CSD Zone E General Service Level Guidelines, as listed in the CSD Zone E Service Plan Policy, (adopted by the CSD Board on September 25, 2007, as amended on April 26, 2011). The Contractor has consistently provided satisfactory service in accordance with the terms of the Agreement and First Extension Agreement, and has agreed to extend the Agreement (Second Extension Agreement) based upon the same terms in accordance with the standard service level for Zones E-8, E-14, E-15 and the continued inclusion of E-12.

Approval of the Extension Agreement for Fiscal Year 2013/14

Approval of the Second Extension Agreement is being recommended for authorization in the NTE amount of $109,844.64 ($14,710.44 for Zone E-8, $36,546.72 for Zone E-14, $13,158.48 for Zone E-15, and $16,779.00 for Zone E-12, and an additional work amount of $8,250.00 for Zone E-8, $7,300.00 for Zone E-14, $6,500.00 for Zone E-15 and $6,600.00 for Zone E-12) for FY 2013/14. This is the second of four possible extensions allowed per the terms of the Agreement.

Authority for City Manager Approval of Extension Agreements for the Balance of Available Extensions to the Agreement

Pursuant to City Council Resolution No. 2008-115, the City Council shall provide approval of procurements greater than $100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the E-81415/11 Agreement, as may be allowed per the terms of the Agreement. Potential extensions are those extensions which may be allowed, contingent upon satisfactory service by the Contractor and concurrence by the City and Contractor to enter into an extension of the Agreement, or the Agreement as Amended.

E-81415/11						
	FY 2011/12 Original Agreement	FY 2012/13 First Extension[1]	FY 2013/14 Proposed Second Extension[2]	FY 2014/15 Potential Third Extension[3]	FY 2015/16 Potential Fourth Extension[3]	Cumulative Total
Base	$ 64,415.64	$ 81,194.64	$ 81,194.64	$ 81,194.64	$ 81,194.64	$ 389,194.20
Additional Work	$ 14,800.00	$ 17,300.00	$ 28,650.00	$ 28,650.00	$ 28,650.00	$ 118,050.00
Total	$ 79,215.64	$ 98,494.64	$109,844.64	$ 109,844.64	$ 109,844.64	$ 507,244.20

[1] The First Extension Agreement includes the addition of Zone E-12, at a rate of $16,779.00 for base and $2,500.00 for additional work starting in FY 2012/13.

[2] The additional work amount reflects a proposed increase for additional irrigation services and replants as may be required during FY 2013/14. Previously City staff responded to a majority of the irrigation repair and inspections; however, with the decrease in staff, the Contractor is providing these services in accordance with the additional work amounts as allowed per the terms of the Agreement.

[3] Extensions beyond 2013/14 are anticipated, based upon presently known information and may change in the future for reasons including, but not limited to adding additional service area, removing existing service area, and emergency work.

Staff is requesting the City Council authorize the City Manager to approve extensions and any necessary amendments, as well as associated purchase orders (P.O.) for all remaining extensions available, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council (CSD Board) and demonstration by

the Contractor of having provided satisfactory performance of the services, per the terms of the Agreement in the prior year(s), and both the City and the Contractor mutually agreeing to extend the Agreement.

ALTERNATIVES

1. Approve the Second Extension Agreement for E-81415/11, which includes Zone E-12 with Merchants Landscape Services, Inc., in the form attached hereto to provide for the continuation of landscape maintenance services; authorize the City Manager to execute said Second Extension Agreement for E-81415/11, which includes Zone E-12, with Merchants Landscape Services, Inc.; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $81,194.64 ($14,710.44 for Zone E-8, $16,779.00 for Zone E-12, $36,546.72 for Zone E-14 and $13,158.48 for Zone E-15) for base services and $28,650.00 ($8,250.00 for Zone E-8, $6,600.00 for Zone E-12, $7,300.00 for Zone E-14, and $6,500.00 for Zone E-15) for additional work services; and authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement and authorize the associated P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will ensure uninterrupted landscape maintenance and irrigation services be provided to the parkways and medians associated with Zones E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields) and E-15 (Celebration), which are Specific Plan developments located in the eastern portion of the City.*

2. Do not approve the Second Extension Agreement for E-81415/11, which includes Zone E-12 with Merchants Landscape Services, Inc., in the form attached hereto to provide for the continuation of landscape maintenance services; nor authorize the City Manager to execute said Second Extension for E-81415/11, which includes Zone E-12, with Merchants Landscape Services, Inc.; nor authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $81,194.64 ($14,710.44 for Zone E-8, $16,779.00 for Zone E-12, $36,546.72 for Zone E-14 and $13,158.48 for Zone E-15) for base services and $28,650.00 ($8,250.00 for Zone E-8, $6,600.00 for Zone E-12, $7,300.00 for Zone E-14, and $6,500.00 for Zone E-15) for additional work services; and do not authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement nor authorize subsequent P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative, there will be an interruption in landscape maintenance and irrigation services provided to the parkways and medians associated with Zones E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields) and E-15 (Celebration) landscaped areas, which will prevent necessary landscape maintenance services from being performed.*

FISCAL IMPACT

Administration and maintenance of Zone E is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills.

Revenue from the parcel charges collected for Zones E-8, E-12, E14, and E-15 may only be used for landscape maintenances services associated with the parkways and medians in Zones E-8, E-12, E14, and E-15. **The costs for these maintenance services have been budgeted, respectively, for each of these Zones for the coming fiscal year**. **These actions will not impact the City's General Fund.**

The following table represents the base and additional work costs for FY 2013/14 associated with the E-81415/11 Second Extension Agreement for Zones E-8, E-12, E14 and E-15.

Service Area (Zone)	Contractor	GL Account	2013/14 Base Agreement Amount	2013/14 Additional Work Agreement Amount	2013/14 Total Agreement Amount
E-8	Merchants Landscape Services, Inc.	5013-30-79-25714-620910	$ 14,710.44	$ 8,250.00	$ 22,960.44
E-12	Merchants Landscape Services, Inc.	5013-30-79-25715-620910	$ 16,779.00	$ 6,600.00	$ 23,379.00
E-14	Merchants Landscape Services, Inc.	5013-30-79-25716-620910	$ 36,546.72	$ 7,300.00	$ 43,846.72
E-15	Merchants Landscape Services, Inc.	5013-30-79-25717-620910	$ 13,158.48	$ 6,500.00	$ 19,658.48
		Total	$ 81,194.64	$ 28,650.00	$ 109,844.64

CITY COUNCIL GOALS

Community Image and Positive Environment:

City Council in their capacity as the CSD Board will allow for the continued promotion of community image, as well as neighborhood pride and cleanliness, through continued maintenance of parkways and medians of CSD maintained landscaped areas by approval of this item.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1: Second Extension Agreement for E-81415/11 for FY 2013/14

Attachment 2: Extension to the Agreement (First Extension Agreement) for E-81415/11 for FY 2012/13

Attachment 3: Agreement for E-81415/11 for FY 2011/12

Attachment 4: Site Map – Zone E-8 Promontory Park

Attachment 5: Site Map – Zone E-12 Stoneridge Ranch

Attachment 6: Site Map – Zone E-14 Mahogany Fields

Attachment 7: Site Map – Zone E-15 Celebration

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

SECOND EXTENSION AGREEMENT
PROJECT NO. E-81415/11

PROMONTORY PARKWAY/MAHOGANY FIELDS/CELEBRATION MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereinafter, "District") and **Merchants Landscape Services, Inc.** (hereinafter, "Contractor").

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated August 4, 2011, referencing Project No. E-81415/11 for the maintenance of the District's parkway and median landscaping, and irrigation systems associated with Zones E-8 (Promontory Park), E-14 (Mahogany Fields), and E-15 (Celebration); and,

WHEREAS, landscape maintenance services provided during the initial term of the Agreement were sufficiently performed, and both District and Contractor mutually agreed to enter into an extension of the Agreement (First Extension Agreement) for fiscal year 2012/13, which First Extension Agreement also expanded the Agreement to include maintenance of the parkways and medians associated with Zone E-12 (Stoneridge Ranch), which were compensated at the unit prices for Additional Work as set forth on Exhibit E., 9., (page 90) of the Agreement; and,

WHEREAS, landscape maintenance services as provided under the First Extension Agreement are being sufficiently performed; and,

WHEREAS, pursuant to the terms of the Agreement, both parties wish to further extend the Agreement (Second Extension Agreement); and,

WHEREAS, the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The Second Extension Agreement period shall commence on **July 1, 2013** and shall terminate on **June 30, 2014.**

2. In accordance with Exhibit D., 1., B., of the Agreement, this Second Extension Agreement shall be considered the second of four possible extensions of the Agreement.

3. The Second Extension Agreement shall continue to include maintenance of the parkways and medians associated with Zone E-12 (Stoneridge Ranch), which shall be compensated at the unit prices for Additional Work as set forth on Exhibit E., 9., (page 90) of the Agreement.

4. For the period of this Second Extension Agreement and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for work (labor, materials, supplies, equipment, etc.) performed under this Second Extension Agreement for maintenance of the parkway and median areas for Zones E-8, E-14, and E-15 consistent with the payment terms (Exhibit C) of the Agreement, including the addition of the E-12 (Stoneridge Ranch) parkway area in the total amount of **SIX THOUSAND SEVEN HUNDRED SIXTY-SIX AND 22/100 DOLLARS ($6,766.22)** per month, one month in arrears, on the last day of the month. The amounts for each E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), and E-15 (Celebration), which are listed on Exhibit A to this Second Extension Agreement, as attached hereto. The total contract amount for the twelve (12) month extension period shall not exceed **EIGHTY-ONE THOUSAND ONE HUNDRED AND NINETY-FOUR AND 64/100 DOLLARS ($81,194.64).**

5. Notwithstanding, Exhibit E., 9., on page 90 of the Agreement, the unit cost set forth in the Additional Work Price List, for any additional landscape areas added to the project during the period of this Second Extension Agreement not presently identified herein shall be as follows:

   A. Unit prices for Additional Work (additional FULL SERVICE) landscape areas:

      1. Additional parkway areas, planters (trees to 18-feet height, shrubs, ground cover included, as applicable). **$0.0085/sq.ft./mo**.

      2. Additional parkway areas, turf (trees to 18-feet height, shrubs, ground cover included, as applicable). **$0.0177/sq.ft./mo**.

   B. Unit prices for Additional Work (additional REDUCED SERVICE) landscape areas:

      1. Additional parkway areas, planters (trees to 18-feet height, shrubs, ground cover included, as applicable). **$0.008/sq.ft./mo**.

      2. Additional parkway areas, turf (trees to 18-feet height, shrubs, ground cover included, as applicable). **$0.017/sq.ft./mo**.

6. Notwithstanding Exhibit C., 2. E., of the Agreement, for the period of this Second Extension Agreement and except as specifically approved by subsequent action of the CSD Board or the City Manager, as directed by the CSD Board, the Director (Chief Financial Officer or their designated appointee) may not authorize additional work pursuant to this Second Extension Agreement or the original Agreement in excess of the cumulative total of **TWENTY-EIGHT THOUSAND SIX HUNDRED FIFTY AND 00/100 DOLLARS ($28,650.00).** This additional work amount would allocate eight thousand two hundred fifty and 00/100 dollars ($8,250.00) to Zone E-8, six thousand six hundred and 00/100 dollars ($6,600.00) to Zone E-12, seven thousand three hundred and 00/100 dollars ($7,300.00) to E-14, and six thousand five hundred and 00/100 dollars ($6,500.00) to Zone E-15.

7. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SECOND EXTENSION AGREEMENT
PROJECT NO. E-81415/11 – PROMONTORY PARKW/MAHOGANY FIELDS/CELEBRATION
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor: Merchants Landscape Services, Inc.
By: _____	By: _____
Title: City Manager, Acting in the capacity of District Manager to the Moreno Valley Community Services District	Title: (President or Vice President)
Date: _____	Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary

Date: _____

Affix Corporate Seal Below

SECOND EXTENSION AGREEMENT
PROJECT NO. E-81415/11 – PROMONTORY PARKW/MAHOGANY FIELDS/CELEBRATION
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

Service Area (Zone)	Contractor	GL Account	2013/14 Base Agreement Amount	2013/14 Additional Work Agreement Amount	2013/14 Agreement Total
E-8	Merchants Landscape Services, Inc.	5013-30-79-25714-620910	$ 14,710.44	$ 8,250.00	$ 22,960.44
E-12	Merchants Landscape Services, Inc.	5013-30-79-25715-620910	$ 16,779.00	$ 6,600.00	$ 23,379.00
E-14	Merchants Landscape Services, Inc.	5013-30-79-25716-620910	$ 36,546.72	$ 7,300.00	$ 43,846.72
E-15	Merchants Landscape Services, Inc.	5013-30-79-25717-620910	$ 13,158.48	$ 6,500.00	$ 19,658.48
		Totals	**$ 81,194.64**	**$ 28,650.00**	**$ 109,844.64**

Exhibit A

EXTENSION AGREEMENT
PROJECT NO. E-81415/11

PROMONTORY PARKWAY/MAHOGANY FIELDS/CELEBRATIONS MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **Merchants Landscape Services, Inc.** (hereafter, "Contractor")

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated August 4, 2011 referencing Project No. E-81415/11 for the maintenance of the District's parkway and median landscaping and irrigation systems associated with Community Services District (CSD) Zones E-8 (Promontory Park), E-14 (Mahogany Fields), and E-15 (Celebrations).

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement.

WHEREAS, the Extension of the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2012** and shall terminate on **June 30, 2013.**

2. In accordance with Exhibit D, Section 1 B. of the Agreement, this Extension shall be considered the first of four possible Extensions of this Agreement.

3. Extension of the Agreement shall be expanded to include maintenance of the parkways and medians associated with Zone E-12 (Stoneridge Ranch), which shall be compensated at the united prices for Additional Work as set forth in the Agreement on Exhibit E, Section 9 (page 90).

4. For the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension for maintenance of the parkway and median areas consistent with the terms of the Agreement, including the addition of E-12 (Stoneridge Ranch) parkway area in the total amount of **SIX THOUSAND SEVEN HUNDRED SIXTY-SIX 22/100 ($6,766.22)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **EIGHTY-ONE THOUSAND ONE HUNDRED AND NINETY-FOUR 64/100 DOLLARS ($81,194.64).**

5. Notwithstanding, Exhibit E, Section 9 ,on page 90, of the Agreement, the unit cost set forth in the Additional Work Price List, for any additional landscape areas added to the project during the period of this Extension not presently identified herein shall be as follows:

A. Unit prices for Additional Work (additional FULL SERVICE) landscape areas:

1. Additional parkway areas, planters (trees to 18-feet height, shrubs, ground cover included, as applicable). **$0.0085/sq.ft./mo**.

2. Additional parkway areas, turf (trees to 18-feet height, shrubs, ground cover included, as applicable). **$0.0177/sq.ft./mo**.

B. Unit prices for Additional Work (additional REDUCED SERVICE) landscape areas:

1. Additional parkway areas, planters (trees to 18-feet height, shrubs, ground cover included, as applicable). **$0.008/sq.ft./mo**.

2. Additional parkway areas, turf (trees to 18-feet height, shrubs, ground cover included, as applicable). **$0.017/sq.ft./mo**.

6. Notwithstanding Exhibit C., Numeral 2, Letter e of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the City Council, the Director (the Public Works Director/City Engineer or his designated appointee) may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **SEVENTEEN THOUSAND THREE HUNDRED AND 00/100 DOLLARS ($17,300.00).**

7. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

EXTENSION AGREEMENT
PROJECT NO. E-81415/11 – PROMONTORY PARKW/MAHOGANY FIELDS/CELEBRATIONS
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley
Community Services District

By: _____
Title: Mayor, Acting in the capacity of President of the Board of Directors of the Moreno Valley Community Services District

Date: 7/10/12

Contractor: Merchants Landscape Services, Inc.

By: _____
Title: (President or Vice President)

Date: 6/25/12

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
Deputy City Attorney

7-9-12
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

7/9/12
Date

By: _____
Title: Corporate Secretary or Assistant Secretary

Date: 6/25/12
Affix Corporate Seal Below

INDEPENDENT CONTRACTOR AGREEMENT

R.F.P. NO. E-81415/11
PROJECT NO. E-81415/11

PROMONTORY PARK/MAHOGANY FIELDS/CELEBRATIONS
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name	Merchants Landscape Services, Inc.
Street Address	
Street Address	8847 W. 9th Street
City, State, Zip	Rancho Cucamonga, CA 91730
Mailing Address	
(If same as Street Address,	1510 S. Lyon St.
write same or same as above)	Santa Ana, CA 92705
Business Phone (with area code)	(800) 645-4881
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	
Fax Number	(909) 981-1029
Email Address	patrick@merchantslandscape.com
Social Security Number	
Business License Number	
Federal Tax ID Number	95-4725606
Contractor's License Number & Classification	765658 C27

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contract Starting Date is July 1, 2011 and the Contract Ending Date is June 30, 2012. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

A. Control of Work. Except for compliance with specifications and performance standards provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Contract.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), and the their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, RDA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, RDA, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the

Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Contract

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.
By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City's Risk Manager prior to the execution of this Contract. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District, and, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the City of amendment or cancellation , except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated

as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.

J. Termination.

1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.

2. The District may terminate this Contract without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor:

1510 S. Lyon St., Santa Ana, CA 92705
[Mailing Address (Post Office Box, if applicable]

(800) 645-4881
[Telephone number]

(909) 981-1029
[Fax number]

partrick@merchantslandscape.com
[Email address]

With a copy to:

[Attorney for Contractor, if applicable]

[Street Address]

[Post Office Box, if applicable]

[City, State, Zip]

[Telephone number]

[Fax number]

[Email address]

To CSD:

MORENO VALLEY COMMUNITY SERVICES DISTRICT
Public Works Department
Special Districts Division
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto, Senior Landscape Services Inspector
Telephone number: 951. 413-3480
Fax Number: 951. 413-3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951. 413-3036
Fax number: 951. 413-3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: Michelle Dawson
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District
for
Date: 8/4/11

Contractor

By:
Title: (President)

Date: 6/8/11

By: Audrey Haas
Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: 6-8-11

Affix Corporate Seal Below
(If applicable)

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

Deputy City Attorney

8-2-11
Date

RECOMMENDED FOR APPROVAL:

Department Head

Date

Attachments

EXHIBIT A
R.F.P. NO. E-81415/11
PROJECT NO. E-81415/11

PROMOTORY PARK/MAHOGONY FIELDS/CELEBRATION
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. SCOPE OF WORK

A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 23, Project Location Map.

B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf and shrub areas designated hereunder; regularly maintain and prune trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his//her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.

E. All work shall be performed in accordance with the Technical Provisions for Full Service or Reduced Service. Determination of the level of service shall be made per written direction by the City. Service levels may be converted from Full to Reduced or from Reduced to Full with 30 days advance written notice by the City.

2. SCHEDULING OF WORK

A. The Contractor shall adhere to the facilities, equipment and staffing schedule, and monthly and annual work schedules submitted as a part of the Contractor's bid, and incorporated herein by this reference. These schedules, and any approved revisions thereto, shall be used by the District as a basis for determining Contractor's satisfactory performance.

B. Revisions to facilities, equipment, staffing, or monthly and annual work schedules shall not be implemented without the prior written approval of the Director. The Contractor shall submit proposed revisions to equipment and staffing, or monthly and annual work schedules in writing to the District at the address as set forth in Exhibit A, Section 3, paragraph N. of the Contract at least ten (10) working days prior to commencing work per the proposed revisions.

C. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations, which shall include, but are not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

F. When inclement weather renders performance per approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor shall adjust his work force in order to accomplish those work items not affected by weather, and shall contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-performance penalties per Exhibit C, Section 4.

G. For the purposes of this Contract, "Working Days" shall be Mondays through Thursdays, excluding holidays as provided herein. The hours of maintenance

service shall be from 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

3. FUNCTIONS AND RESPONSIBILITIES

A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Appendix B, Monthly Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

C. The Contractor shall perform at least one maintenance inspection weekly during daylight hours of all sites. Such inspection shall be both visual and operational,

including but not limited to, operation of all automatic irrigation systems to check for proper condition, and reliability. Additionally, the Director may require the Contractor to attend meetings with the District field staff at some fixed interval to review the Contractor's operations, and schedule such future work as may be ordered by the Director. Failure to conduct said weekly inspections or attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in the Contractor's company name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph E. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone, two-way radio, or pager. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at **<u>any</u>** time:

1. City Manager
2. Director of Public Works
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Street Maintenance Supervisor
7. Senior Landscape Services Inspector
8. Landscape Services Inspector

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. CONTRACTOR'S STAFF

A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.

C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.

D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements..

   Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

6. COMPLAINTS

A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.

B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above.

C. In addition to the provisions of Section 6., paragraph A. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2010 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Exhibit A, Section 3, paragraph J of the Contract Agreement.

8. USE OF CHEMICALS

A. Before the beginning of the Contract period, the Contractor shall submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS).of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.

B. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.

D. Contractor shall report all fertilizers and pesticides used in performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3, paragraph B above. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the City that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.

B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars ($25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

A. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

B. Repairs made to sites and site appurtenances that are damaged as a result of Acts of Nature, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Driver, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL PROVISIONS – FULL SERVICE LANDSCAPE

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed weekly-on no more than two (2) consecutive days as weather and site conditions permit. Any prolonged deviation from this schedule shall require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Provisions Full Service Fertilization, Section 18.

13. Pest control: See Technical Provisions - Full Service Pesticide Use, Section 19.

14. Aeration:

    (a) All turf areas shall be aerated three (3) times annually;

    (b) Aeration shall be done in the spring, mid-summer, and fall, or as directed by District field staff;

    (c) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

    (d) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

    (e) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

(f) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions – Full Service Fertilization, Section 18.

15. Renovation/thatching operations are to be considered Additional Work, per Exhibit C., Section 2.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Any tree shall be pruned at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Trees up to eighteen feet (18') in height shall:

   (a) Be pruned to enable successful adaptation to their particular site situation;

   (b) Have no more than one-third (1/3) of living branches removed annually;

   (c) Be fertilized only as directed by District field staff.

6. Trees over eighteen feet (18') in height shall:

   (a) Be inspected annually;

   (b) Pruned and/or trimmed as necessary to maintain proper site orientation;

   (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

(d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall not be allowed:

(a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

(c) Use of pruning paint/pruning compound/wound dressing;

(d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Provisions – Full Service Pesticide Use, Section 19.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Any shrub shall be pruned and/or trimmed at any time in order to:

(a) Remove dead, diseased, or damaged branches;

(b) Remove unwanted encroachments into public and/or utility rights-of-way;

(c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned:

(a) To enable successful adaptation to their particular site situation;

(b) Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

(c) As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Pruning tools shall:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices shall not be allowed:

(a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") <u>will be done only when authorized by the Director on a site-specific basis</u>.

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

(c) Use of pruning paint/pruning compound/wound dressing.

8. Fertilization: See <u>Technical Provisions - Full Service Fertilization</u>, Section 18.

9. Pest control: See <u>Technical Provisions – Full Service Pesticide Use</u>, Section 19.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed at any time in order to:

   (a) Remove dead, diseased, or damaged branches/crowns;

   (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

   (c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

   (a) To enable successful adaptation to their particular site situation;

   (b) In accordance with accepted practices for the particular species in question;

   (c) As often as is necessary to accomplish the results intended in paragraphs (a) and (b) above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See <u>Technical Provisions - Full Service Fertilization</u>, Section 18.

8. Pest control: See <u>Technical Provisions – Full Service Pesticide Use</u>, Section 19.

E. WEED CONTROL

1. All weeds shall be continuously controlled at all sites.

2. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

3. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.

4. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

5. Chemical weed control: See Technical Provisions – Full Service Pesticide Use, Section 19.

6. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. All landscape sites shall at all times receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3.- Functions and Responsibilities. Said maintenance shall include, but not be limited to: visual and operational inspections one (1) time per week; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

3. For the purposes of these Special Provisions, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

   (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than one (1) time per week;

   (b) Be turned off during periods of rainfall, or as directed by District field staff;

   (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

   (a) Be operated only when Contractor's personnel are present on site;

   (b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;

   (c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

2. Contractor shall make a minimum of one (1) visitation per week of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walks the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog

litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of this condition.

3. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

4. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2.

5. The Contractor shall dispose of all debris and litter, as described in paragraphs 1 and 2 above, off-site, and in a legal manner.

6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

7. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in performance of contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C)

as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

18. TECHNICAL PROVISIONS – FULL SERVICE FERTILIZATION

A. TURF FERTILIZATION

1. Per Technical Provisions – Full Service Landscape Section 17, a humus base fertilizer shall be applied to turf areas immediately following spring and fall aeration operations. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Humus base fertilizers to be applied by drop spreader only.

3. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

6. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

			Rates per 1,000 sq. ft.	
Month	Number of Apps	Type of Fertilizer	Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification is required to Director five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

19. TECHNICAL PROVISIONS – FULL SERVICE PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.

3. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

4. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require that copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. For pesticide application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice a year, as determined by the Director.

   (b) Appropriate chemical control must be used on the following weeds.

   Bermuda Grass
   Kikuyu Grass
   Nutsedge
   Field Bindweed
   Spurge

   The aforementioned list is inclusive; other species may be added by the Director as necessary

   (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

   (a) Snails shall be controlled on a regular basis on the following plant species:

   Agapanthus africanus
   Aptenia sp.
   Gazania sp.
   Hemerocallis sp.

(b) Snails shall be controlled on an as needed basis on all other plant material.

(c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

(a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(b) The Director may require that all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(c) The Director may require that all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(d) The Director may require that all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

   (b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

   (c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Insect and Disease Control

   (a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

   (b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

20. TECHNICAL PROVISIONS – REDUCED SERVICE LANDSCAPE

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed **bi-weekly** and completed within no more than two (2) consecutive days, weather and site conditions permitting. Any prolonged deviation from this schedule shall

require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" includes, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in onto any other site.

6. Mowing height for cool season grasses shall not exceed a maximum of three inches (3"), or minimum of two inches (2"), and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed a maximum of one and one-half inches (1½"), or a minimum of three-quarters of an inch (¾"), and shall be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Around tree trunks in turf areas, a six inch (6") ring of grass shall be removed in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.

13. Pest control: See Technical Provisions - Reduced Service Pesticide Use, Section 22.

14. Aeration is considered Additional Work, per Exhibit C., Section 2.

15. Renovation/thatching operations are considered Additional Work, per Exhibit C., Section 2.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Any tree shall be pruned at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Trees up to eighteen feet (18') in height shall:

   (a) Be pruned to enable successful adaptation to their particular site situation;

   (b) Have no more than one-third (1/3) of living branches removed annually;

   (c) Be fertilized only as directed by District field staff.

6. Trees over eighteen feet (18') in height shall:

   (a) Be inspected annually;

   (b) Pruned and/or trimmed as necessary to maintain proper site orientation;

   (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

   (d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall not be allowed:

(a) Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

(c) Use of pruning paint/pruning compound/wound dressing;

(d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodgepole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Provisions – Reduced Service Pesticide Use, Section 22.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Any shrub shall be pruned and/or trimmed at any time in order to:

(a) Remove dead, diseased, or damaged branches;

(b) Remove unwanted encroachments into public and/or utility rights-of-way;

(c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned:

(a) To enable successful adaptation to their particular site situation;

(b) Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

(c) As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Pruning tools shall:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices shall not be allowed:

(a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", or "poodling") will be done only when authorized by the Director on a site-specific basis.

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

(c) Use of pruning paint/pruning compound/wound dressing.

8. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.

9. Pest control: See Technical Provisions – Reduced Service Pesticide Use, Section 22.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed at any time in order to:

   (a) Remove dead, diseased, or damaged branches/crowns;

   (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

   (c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

   (a) To enable successful adaptation to their particular site situation;

   (b) In accordance with accepted practices for the particular species in question;

   (c) As often as is necessary to accomplish the results intended in paragraphs (a) and (b) above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.

8. Pest control: See Technical Provisions - Reduced Service Pesticide Use, Section 22.

E. WEED CONTROL

1. All weeds shall be controlled quarterly at all sites.

2. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

3. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; non-landscaped portions of sites, as determined by the Director.

4. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

5. Chemical weed control: See Technical Provisions – Reduced Service Pesticide Use, Section 22.

6. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. All landscape sites at all times shall receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3 - Functions and Responsibilities. Said maintenance shall include, but not be limited to: visual and operational inspections one (1) time per **month**; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

3. For the purposes of these Special Provisions, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: a) normal "wear and tear", and; b) vandalism or theft (which includes acts or omissions by third parties) up to the amount of 11 percent of the Contractor's monthly base price as set forth in Exhibit C., Section 1. Repairs due to vandalism or theft (which includes acts or omissions by third parties) in excess of the above indicated amount may be billed as Additional Work, per Exhibit C., Section 2.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

   (a) Be inspected for, and repaired as necessary to ensure, proper operation, and coverage not less than one (1) time per month;

   (b) Be turned off during periods of rainfall, or as directed by District field staff;

   (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

   (a) Be operated only when Contractor's personnel are present on site;

   (b) Be inspected for, and repaired as necessary to ensure proper operation, and coverage not less than at each time of operation;

   (c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to repair irrigation systems shall be of the same manufacture as those originally installed, unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

2. Contractor shall make a minimum of one (1) visitation per **month** of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walkways the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog

litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites which, in the opinion of the Director, contain an exceptional amount of litter shall be cleared by Contractor before the close of business the working day following notification of this condition.

3. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

4. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2.

5. The Contractor shall dispose of all debris and litter as described in paragraphs 1 and 2 above off-site, and in a legal manner.

   (a) The Contractor shall notify the Director immediately whenever suspicious and/or waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

   (b) Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this Contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from Contract sites by the Contractor, or any subcontractors thereunder, in performance of Contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of Contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of the Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested and include, on a separate Monthly Greenwaste Report form, any greenwaste generated by any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

21. TECHNICAL PROVISIONS – REDUCED SERVICE FERTILIZATION

A. TURF FERTILIZATION

1. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs
OCT	1	22-5-5*	1.25	5.7 lbs

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See following section on fertilizers.

**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See following sections, below, regarding fertilizers.

2. A humus base fertilizer shall be applied to turf areas immediately following aeration operations.

3. Humus base fertilizers are required to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply the Director with a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

6. Written notification to the Director is required five (5) days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Applications	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
APR	1	23-5-10*	1.5	6.5 lbs

* 23-5-10/BEST® POLY SUPREME or approved equal.

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

3. Contractor shall supply to the Director with a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required five (5) days prior to fertilizer application.

5. Fertilizer application reporting specifications, - See Section 3. – Functions and Responsibilities and Section 8 – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

3. Contractor shall supply a list of all proposed fertilizers to be used in the fulfillment of said contract to the Director, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required five (5) days prior to fertilizer application.

5. Fertilizer application reporting specifications, - See Section 3. – Functions and Responsibilities and Section 8. – Use of Chemicals.

22. TECHNICAL PROVISIONS – REDUCED SERVICE PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.

3. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Contract.

4. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used in the fulfillment of said Contract, per Section 8 – Use of Chemicals. A valid written pesticide use recommendation for each pesticide listed shall be submitted concurrently with this list. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides so listed shall be submitted in writing to the Director for approval prior to use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County

Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for filing all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. Pesticide application reporting specifications, - See Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

3. A five (5) working day written notice shall be given to the Director prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) Weed Control – Application of pre-emergent herbicides shall be considered Additional Work, per Exhibit C., Section 2.

   (b) Appropriate chemical control must be used on the following weeds.

   Bermuda Grass
   Kikuyu Grass
   Nutsedge
   Field Bindweed
   Spurge

   This list is inclusive; other species may be added by the Director as necessary.

   (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

Application of molluscicides shall be considered Additional Work, per Exhibit C., Section 2.

3. Insect and Disease Control

Insect and Disease Control - Application of insecticides/fungicides shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

Weed Control -- Application of pre-emergent herbicides shall be considered Additional Work, per Exhibit C., Section 2.

2. Insect and Disease Control

Insect and Disease Control - Application of insecticides/fungicides shall be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of notification from the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

Moren Valley Community Servi s District
Extensive Landscaping & Irrigation

Zone E-8 • Promontory Park

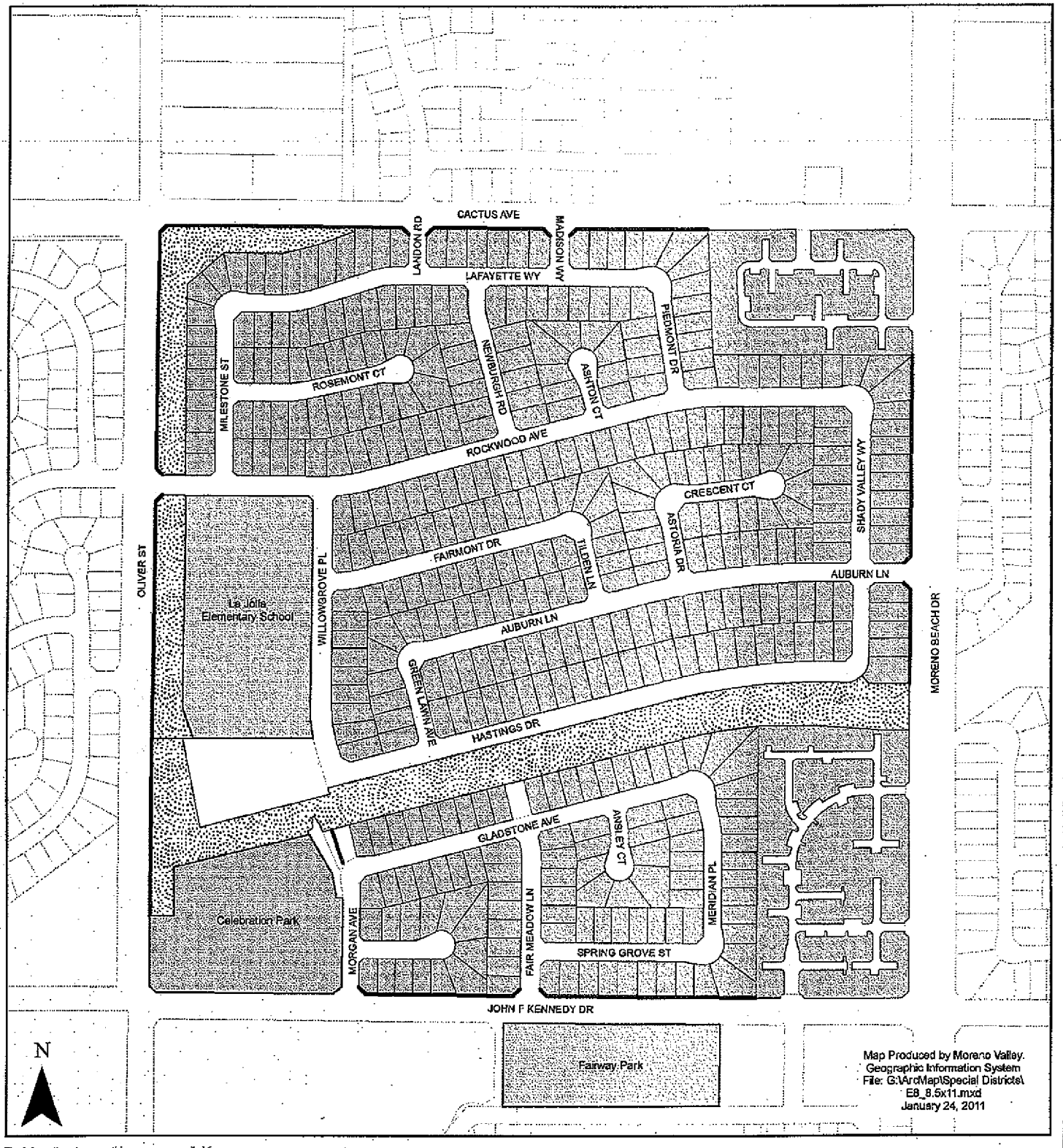

Map Produced by Moreno Valley.
Geographic Information System
File: G:\ArcMap\Special Districts\
E8_8.5x11.mxd
January 24, 2011

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Landscaped Parkway

Landscaped Open Space

Zone E-8 Parcels

MORENO VALLEY
WHERE DREAMS SOAR

Moren Valley Community Servi s District
Extensive Landscaping & Irrigation

Zone E-14 • Mahogany Fields

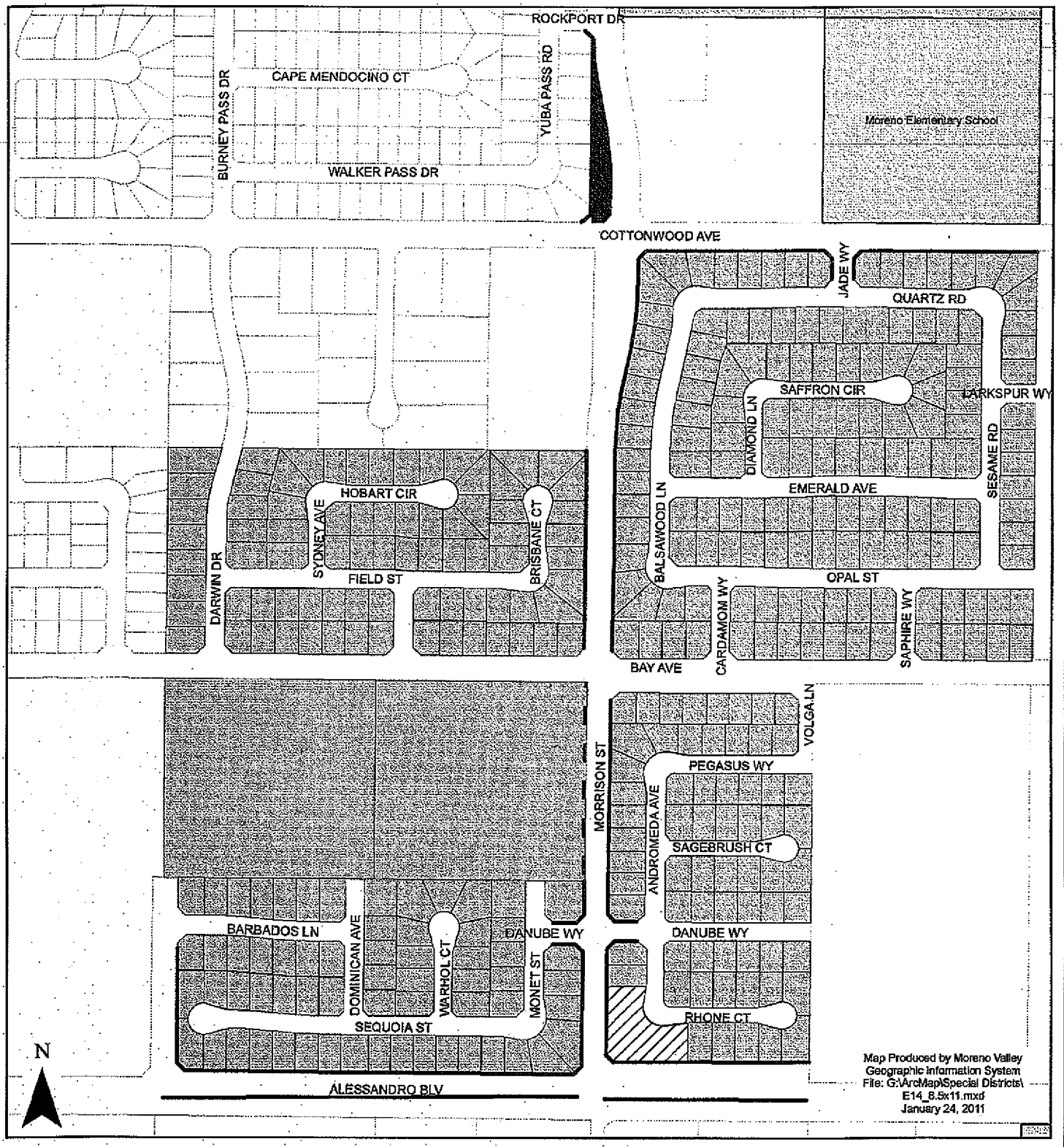

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- Landscaped Parkway
- Future Landscaping
- Landscaped Median
- Zone E-14 Parcels
- Not Part Of E-14 Landscaping
- Turf Area

MORENO VALLEY
WHERE DREAMS SOAR

MV00203845

Moren Valley Community Servi s District
Extensive Landscaping & Irrigation

Zone E-15 • Celebration

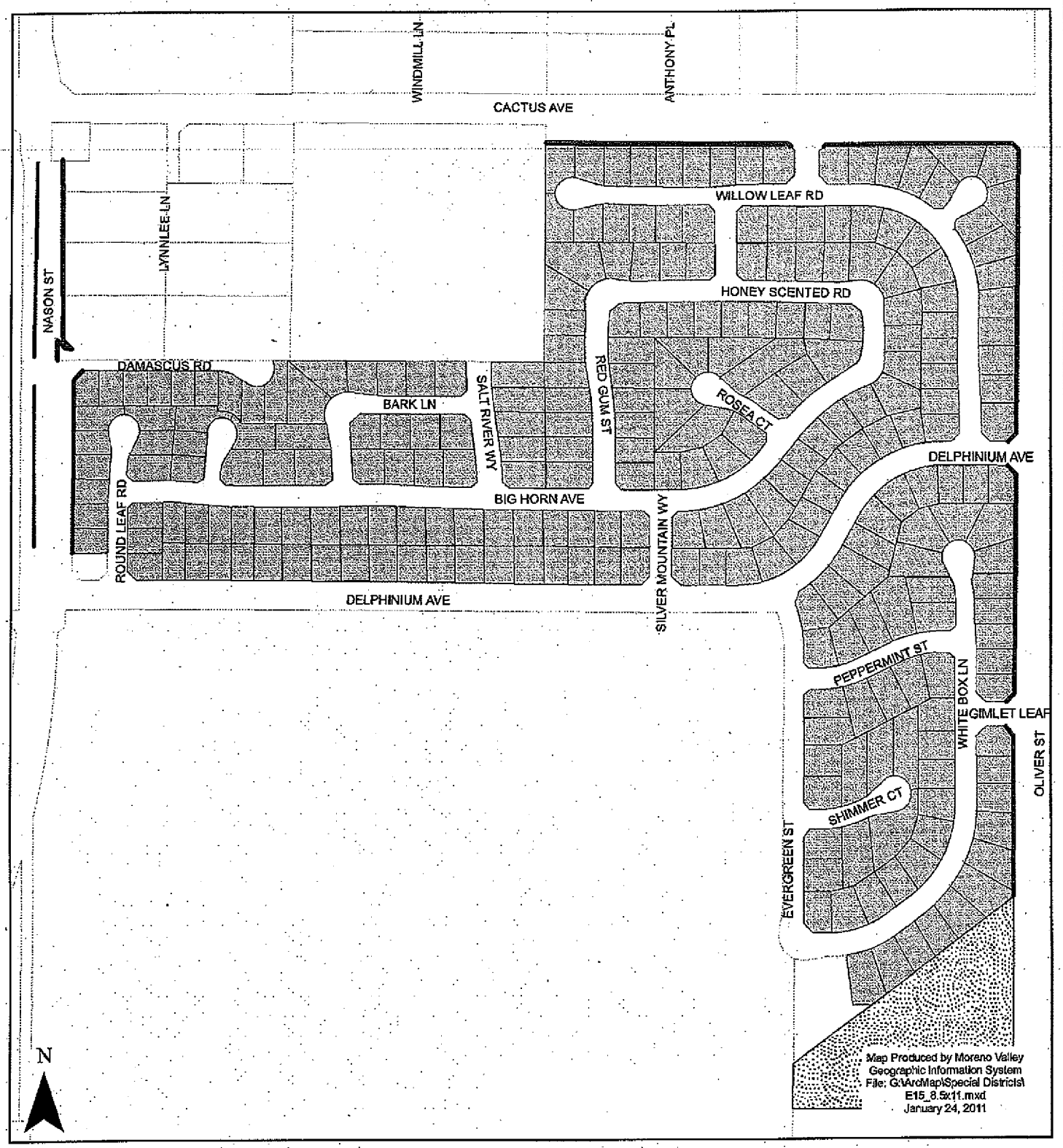

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Landscaped Parkway

Landscaped Median

Landscaped Open Space

Zone E-15 Parcels

MORENO VALLEY
WHERE DREAMS SOAR

EXHIBIT B: District Responsibilities

R.F.P. NOE-81415/11
PROJECT NO. E-81415/11

PROMOTORY PARK/MAHOGONY FIELDS/CELEBRATION
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACT SUPERVISION

A. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.

B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C: Payment Terms
R.F.P. NO E-81415/11
PROJECT NO. E-81415/11

PROMOTORY PARK/MAHOGONY FIELDS/CELEBRATIONS
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACTOR'S COMPENSATION

A. The Contractor will be paid monthly per site for work performed satisfactorily under this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports for the: 1) maintenance performed, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month. These reports shall be accompanied by a billing in accordance with the Contract price for the work performed, and shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved.

B. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of Five thousand, three hundred sixty-seven dollars and ninety-seven/100 ($5,367.97) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed Sixty-four thousand, four hundred and fifteen dollars and sixty-four/100 ($64,415.64), except as provided for in Section 2 below.

C. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2, paragraph C. herein this Exhibit, ("Additional Landscape Areas"), in addition to the work set forth in Exhibit A, Contractor's Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Section 9, or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2, paragraph B. below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made of a new installation, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in the Exhibit E, Section 9, shall be prorated from the day the Contractor commences work on the additional areas.

D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Section 9. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).

E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of $14,800.00 for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

A. Work required in the General or Special Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or

frequencies set forth therein, or; perform work as required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the District to allow for explanations.

EXHIBIT D: Term of Contract

R.F.P. NO. E-81415/11
PROJECT NO. E-81415/11

PROMOTORY PARK/MAHOGONY FIELDS/CELEBRATIONS
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. TERM OF CONTRACT

A. Following approval by both parties, the Contract will commence on July 1, 2011, and shall terminate twelve (12) months thereafter.

B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.

C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.

E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

R.F.P. NO. E-81415/11
PROJECT NO. E-81415/11

PROMOTORY PARK/MAHOGONY FIELDS/CELEBRATIONS
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

R.F.P. NO.E-81415/11
PROJECT NO. E-81415/11

PROMOTORY PARK/MAHOGONY FIELDS/CELEBRATIONS
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

1. SCHEDULE I

A. COMPANY NAME: Merchants Landscape Services, Inc.

TYPE
- Sole proprietor _____
- Partnership _____
- Corporation X

B. COMPANY ADDRESS/PHONE NUMBER

MAIN OFFICE ADDRESS:
1510 S. Lyon St.
Santa Ana, CA. 92705

MAIN OFFICE PHONE NUMBER: (800) 645-4881

SATELLITE OFFICE ADDRESS (if applicable):
See attached Branch List

SATELLITE OFFICE PHONE NUMBER See attached Branch List

C. CONTRACTOR'S LICENSING INFORMATION:

LICENSE NUMBER/CLASSIFICATION/NAME STYLE: 765658 C27

NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 12 yrs.
LICENSE EXPIRATION DATE: 7-31-11
CURRENT LICENSE STATUS: Active

PRIOR ACTIONS AGAINST THIS LICENSE? Yes / No

IF YES, LIST CITATION TYPE AND HOW RESOLVED: _____

D. COMPANY'S FEDERAL IDENTIFICATION NO.: 95-4725606

E. NAME AND TITLE OF COMPANY OFFICERS:

Mark Brower	President
Theodore Haas	Chairman
Audrey Haas	Secretary

F. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES: 12 yrs.

G. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 10 yrs.

H. CURRENT LANDSCAPE MAINTENANCE OPERATIONS

THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED TO THIS QUESTION (QUESTION H.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

TOTAL LANDSCAPE MAINTENANCE CONTRACTS: 91

PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 94%

TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: $12,400,000/year

1. NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS: 18	AVERAGE WAGE SCALE: $ 30.00 / *	
TECHNICIANS: 22	AVERAGE WAGE SCALE: $ 19.00 /Hr.*	
FOREMEN: 65	AVERAGE WAGE SCALE: $ 15.00 /Hr.*	
LABORERS: 190	AVERAGE WAGE SCALE: $ 12.00 /Hr.*	

*Use fully burdened rate (i.e., taxes, insurance, benefits, OH &P) - This is a prevailing wage project.

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

A. MOTOR VEHICLES

- TYPE: See attached NUMBER: 143
- TYPE: _____ NUMBER: _____

- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____

B POWER EQUIPMENT
- TYPE: See Attached NUMBER:_____
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____

I. REFERENCES

ATTACH RESPONSES ON ADDITIONAL SHEETS - ONE SHEET PER REFERENCE

1. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.
2. REFERENCE RESPONSES MUST INCLUDE:
   A. NAME AND ADDRESS OF AGENCY;
   B. NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
   C. CONTRACT NAME(S) / NUMBER(S);
   D. ANNUAL CONTRACT AMOUNT(S);
   E. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
   F. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
   G. LENGTH OF CONTRACT(S).
3. **THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:**
   A. How many (number) of contracts and years under contract?
   B What are/were the Scope of the contract(s), acreage amounts, location(s)?
   C. What are/were the Contract amount(s)?
   D. Do/did they have adequate (quantity/quality) staffing?
   E. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
   F. Does staff have the ability to comprehend/speak English?
   G. How are/were the appearance, uniforms, and use of safety equipment?
   H. Do/did they have availability of additional personnel for extra work/special projects?
   I. Is/was the equipment used in good working order?
   J. Do/did they have an effective in-company communications system?
   K. How is/was the knowledge of project/contract standards?
   L. Do/did they have the ability to respond to complaints/requests in a timely fashion?

M. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
N. How accurate & timely is/was billing/invoicing?
O. Have Contract(s) been successfully completed to term?
P. Would you accept future proposals/bids from this company?

2. PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

A. **Facilities** – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

8847 W. 9th St.
Rancho Cucamonga, CA. 91730

15507 Sunview Circle
Riverside, CA. 92504

B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **Equipment:**

See below

2. **Motor Vehicles:**

1 - F150 with trailer
1 - Ranger irrigation truck

3. **Turf Maintenance Power Equipment/Tools:**

4. **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**
(List both powered and hand equipment/tools)

2 - Hedge Trimmers
2 - Blowers
2 - String trimmers
1 - Lopper
1 - Hand tool

5. **Irrigation System Maintenance Equipment:**
(List both powered and hand equipment/tools)
Universal Remote
Wire tracker
All necessary hand tools

6. **Fertilizer Application Equipment:**
(List both powered and hand equipment/tools)

Earthway rotary spreaders
Scotts Accu Pro 2000
Lesco commercial plus 2 speed power spreader
Lesco walk behind spreader

7. **Pesticide Application Equipment:**
(List both powered and hand equipment/tools)

4 gal. Lesco backpack sprayer
Lesco commercial plus 2 speed power sprayer
Lesco commercial plus power sprayers 50 gal. each

C. **Staff**: - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**
(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

1 - Supervisor - Part time
1 - Foreman - Part time
3 - Laborer - Part time

2. **Tree Trimming/Maintenance:**
(List any ISA or equivalent certified personnel)

N/A

3. **Irrigation System Maintenance:**
(List technical personnel – include any relevant education, certification, licensing information for each person listed)

1 - Irrigation Tech part time

4. **Pesticide Application:**
(List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.)

1 - QAL Applicator part time

3. PROPOSED PROJECT WORK SCHEDULES

The following two pages contain blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed schedules for performing the work described in Exhibit A. Use additional sheets as necessary to provide a full and comprehensive response.

A. MONTHLY SCHEDULE SHEET (Full and Reduced Service Levels)

1. List all tasks specified to be performed on a weekly or monthly basis for the E-8, E-14 and E-15 areas in the box corresponding to the day of the week/month the work is proposed to be performed. List man-hours estimated to complete each task.

2. Be sure to include administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

B. ANNUAL SCHEDULE SHEET (Full and Reduced Service Levels)

1. List all tasks specified to be performed for the E-8, E-14 and E-15 areas at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which the work is proposed to be performed. List man-hours estimated to complete each task.

2. Be sure to include any administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

PROPOSED PROJECT WORK SCHEDULES-FULL SERVICE

S-3 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1		1.5 men all day Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #2		2.5 men all day Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #3		1.5 men all day Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #4		1.5 men all day Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		

ROPOSED PROJECT WORK SCHEDULES-REDUCED SERVICE

E-3 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1		1 man all day Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #2		1 man all day Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #3		1 man all day Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #4		1 man all day Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		

MERCHANTS LANDSCAPE SERVICES, INC.
C CITY OF MORENO VALLEY
ANNUAL MAINTENANCE SCHEDULE 2011
E-8 FULL SERVICE

Merchants Landscape Services
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Rancho Cucamonga, CA 91730
California Contractor's License
#765868

February 2011

JAN.	FEB.	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
ground cover, Vines & trees Weed Control	ground cover, Vines & trees Weed Control	ground cover, Vines & trees pre-emergence Weed Control	ground cover, Vines & trees snail bait Fertilize Weed Control	ground cover, Vines & trees Weed Control	ground cover, Vines & trees Weed Control	ground cover, Vines & trees snail bait Weed Control	ground cover, Vines & trees Weed Control	ground cover, Vines & trees Inspection of trees Fertilize Weed Control	ground cover, Vines & trees snail bait Weed Control	ground cover, Vines & trees pre-emergence Weed Control	ground cover, Vines & trees Weed Control
Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly
Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week

MV00203862

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MERCHANTS LANDSCAPE SERVICES, INC.
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ANNUAL MAINTENANCE SCHEDULE 2011
E-8 REDUCED SERVUCE

February 2011

JAN.	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Fertilize Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees inspection of trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control
Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly
Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week

MV00203863

R.F.P.No. E-81415/11

ROPOSED PROJECT WORK SCHEDULES-FULL SERVICE

E-14 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1		4 man crew Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #2		4 man crew Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #3		4 man crew Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #4		4 man crew Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		

PROPOSED PROJECT WORK SCHEDULES-REDUCED SERVICE

E-14 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1		3.5 man crew Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #2		3.5 man crew Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #3		3.5 man crew Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #4		3.5 man crew Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		

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MERCHANTS LANDSCAPE SERVICES, INC.
C CITY OF MORENO VALLEY
ANNUAL MAINTENANCE SCHEDULE 2011
E-14 FULL SERVICE

February 2011

JAN.	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
ground cover, Vines & trees Weed Control	ground cover, Vines & trees Weed Control	ground cover, Vines & trees pre-emergence Weed Control	ground cover, Vines & trees snail bait Fertilize Weed Control	ground cover, Vines & trees Weed Control	ground cover, Vines & trees Weed Control	ground cover, Vines & trees snail bait Weed Control	ground cover, Vines & trees Weed Control	ground cover, Vines & trees inspection of trees Fertilize Weed Control	ground cover, Vines & trees snail bait Weed Control	ground cover, Vines & trees pre-emergence Weed Control	ground cover, Vines & trees Weed Control
Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly
Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week

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ANNUAL MAINTENANCE SCHEDULE 2011
E-14 REDUCED SERVUCE

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February 2011

JAN.	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Fertilize Weed Control	ground cover, Vines & trees Weed Control	ground cover, Vines & trees Weed Control	ground cover, Vines & trees Weed Control	ground cover, Vines & trees Weed Control	ground cover, Vines & trees inspection of trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control
Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly
Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week

PROPOSED PROJECT WORK SCHEDULES-FULL SERVICE

E-15 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1		1 man all day Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #2		1 man all day Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #3		1 man all day Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #4		1 man all day Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		

R.F.P. No. E-81415/11

PROPOSED PROJECT WORK SCHEDULES-REDUCED SERVICE

E-15 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1		1 man 6 hours Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #2		1 man 6 hours Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #3		1 man 6 hours Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #4		1 man 6 hours Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		

MERCHANTS LANDSCAPE SERVICES, INC.
C CITY OF MORENO VALLEY
ANNUAL MAINTENANCE SCHEDULE 2011
E-15 FULL SERVICE

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February 2011

JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
ground cover, Vines & trees Weed Control	ground cover Vines & trees Weed Control	ground cover, Vines & trees pre-emergence Weed Control	ground cover, Vines & trees snail bait Fertilize Weed Control	ground cover, Vines & trees Weed Control	ground cover, Vines & trees Weed Control	ground cover, Vines & trees snail bait Weed Control	ground cover, Vines & trees Weed Control	ground cover, Vines & trees Inspection of trees Fertilize Weed Control	ground cover, Vines & trees snail bait Weed Control	ground cover, Vines & trees pre-emergence Weed Control	ground cover, Vines & trees Weed Control
Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly
Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week

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MERCHANTS LANDSCAPE SERVICES, INC.
C CITY OF MORENO VALLEY
ANNUAL MAINTENANCE SCHEDULE 2011
E-15 REDUCED SERVUCE

February 2011

JAN.	FEB.	MAR.	APRIL	MAY	JUNE	JULY	AUG	SEPT.	OCT	NOV.	DEC
Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Fertilize Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees inspection of trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control
Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly
Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week

MV00203871

4. PROPOSED ANNUAL MATERIAL SCHEDULE

A. Fertilizers:

List the fertilizers to be furnished to execute work tasks specified in Exhibit A. Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
23-5-10	40 bags - 50lbs	$840.00

B. Pesticides:

List pesticides to be furnished to execute work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Snap shot-pre-emergent	50 lbs.	$ 100.00
Fusilade - Herbicide	1 pint	$ 64.00
Fumitoxin-Gopher control	5 flask	$ 130.00
M-pede-insecticide	12 gal.	36.00

5. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

A. Communications:

The General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Scope of Services .specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

Merchants has a 24 hour/7 days a week dispatch manned by Merchants employees. Also, all Area Managers have Nextel phone/Radios with Blackberry capability for field e-mail access. All crew foreman also have Nextel Phones/Radios. All of the above allows Merchants to have a 24 hours, 7 days a week rapid communication capabilities.

B. Traffic Safety:

The General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

Merchants possesses all it's own traffic control devices, including arrow boards, delinators signage etc. It is very versed and experienced in caltrans requirements. It practices traffice control daily in Cities through out Southern California.

C. **Greenwaste Recycling:**

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

Burrtec Waste Industries, Inc.
9820 Cherry Ave.
Fontana, CA. 92335
Contact: Vicent - (800) 998-8774

Burrtec Waste Industries, Inc.
1850 Aqua Mansa Rd.
Riverside, CA. 92509
Contact: Judy Davis - (951) 786-0639

Aqua Mansa Waste Site
1830 Aqua Mansa Rd.
Riverside, CA. 92509
(951) 786-0544

6. LIST OF SUBCONTRACTORS

A. SUBCONTRACTORS:

In compliance with the provisions of Government Code, Section 4102, the undersigned Proposer sets forth the name and location (address) of the place of business of each subcontractor who will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
None		

7. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE _____

PRINTED NAME Mark Brower

TITLE President

COMPANY NAME Merchants Landscape Services, Inc.

DATE February 23, 2011

8. PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the Moreno Valley Community Services District and Merchants Landscape Services and further , the aforesaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind Merchants Landscape Services to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT (PRINTED), SIGNED AND DATED

SIGNATURE _____

NAME Mark Brower

TITLE President

COMPANY NAME Merchants Landscape Services, Inc.

DATE February 23, 2011

MERCHANTS LANDSCAPE SERVICES, INC.

References

CITY OF IRVINE
P.O. Box 19575
Irvine, CA. 92623
Contact: Ariel De La Paz
Phone: (949) 724-7619
Project Completion: On going to 2014
Project size in $: $3,000,000/year
City Parks & Sports Parks

CITY OF PALM SPRINGS
3200 Tahquitz Canyon Dr.
Palm Springs, CA. 92262
Contact: Vickie Oltean
Phone: (760) 831-8665
Project Completion: On going to 2012
Project Size in $: $1,200,000/year
Sports Parks, City Parks, Facilities, and Medians

CITY OF ORANGE
230 E. Chapman
Orange, CA. 92866
Contact: Dana Robertson
Phone: (714) 744-7283
Project Completion: On going to 2011
Project size in $: $750,000/year
All City Parks & Assessments Districts

CITY OF PALOS VERDES ESTATES
340 Palos Verdes Drive West
Palos Verdes Estates, CA. 90274
Contact: Carl Mortiz
Phone: (310) 378-0383
Project Completion:On going to 2012
Project size in $240,000/year Parklands and Right of Way Maintenance

CITY OF NEWPORT BEACH
3300 Newport Blvd.
Newport Beach, CA. 92658
Contact: Dan Sereno
Phone: (949) 644-3069
Project Completion: On going to 2012
Project size in $: $650,000/year
All City Medians & Parkways

CITY OF MANHATTAN BEACH
3621 Bell Avenue
Manhattan Beach, CA. 90266
Contact: Juan Price
Phone: (310) 802-5310
Project Completion: On going to 2015
Project size in $: $500,000/year
All City Medians, Parks & Facilities

CITY OF RANCHO PALOS VERDES
30940 Hawthorne Blvd.
Rancho Palos Verdes, CA. 90275-5391
Contact: Larry D. Still
Phone: (310) 544-5252
Project Completion: On going to 2012
Project size in $240,000/year
Roadside Maintenance

CITY OF YORBA LINDA
4845 Casa Loma Ave.
Yorba Linda, CA. 92886
Contact: Bruce Carleton
Phone: (714) 961-7170
Project Completion: On going to 2012
Project size in $:420,000.00
City Parks

CITY OF RIVERSIDE
8095 Lincoln Avenue
Riverside, CA. 92504
Contact: Jeff Smith
Phone: (951) 231-4661
Project Completion: On going to 2012
Project size in $: $500,000/year
North Quadrant/Riverwalk

CITY OF PASADENA
100 N. Garfield Ave.
Pasadena, CA. 91109
Contact: Charles Peretz
Phone: (626) 744-4649
Project Completion: On going to 2012
Project Size in $230,000/year
City Parks

CITY OF LAGUNA NIGUEL
27791 La Paz Road
Laguna Niguel, CA. 92677
Contact: Randy Trinkaus
Phone: (949) 362-4337
Project Completion: On going to2011
Project size in $245,000/yr.
City Parks

CITY OF SAN JUAN CAPISTRANO
32400 Paseo Adelanto
San Juan Capistrano, CA. 92675
Contact: David Hubler
Phone: (949) 443-6365
Project Completion: On going to2014
Project size in $:340,000/yr.

CITY OF LAWNDALE
14717 Burin Avenue
Lawndale, CA. 90260
Contact: Marlene Miyoshi
Phone: (310) 973-32600
Project Completion: On going to 2012
Project size in $: $250,000/yr.
City Parks

CITY OF SIERRA MADRE
232 West Sierra Madre Blvd.
Sierra Madre, CA. 91024
Contact: Bruce Inman
Phone: (626) 355-5839
Project Completion: On going to 2011
Project size in $: $135,000/yr.
City Parks

CITY OF SAN DIEGO
1250 6TH Ave., 4th Floor
San Diego, CA. 92101
Contact: Bob Smith
Phone: (619) 980-8108
Project Completion: On going to 2013
Project Size in $: $140,000/year
Medians, Parkways and Slopes

CITY OF CHULA VISTA
1800 Maxwell Road
Chula Vista, CA. 91911
Contact: Larry Smith
Phone: (619) 600-8780
Project Completion: On going to 2011
Project size in $: $400,000/year
Medians, Parkways and Open Space

MERCHANTS LANDSCAPE SERVICES

BRANCH LIST

Pomona Branch
8847 W. 9th Street — *Phone: 800-645-4881*
Rancho Cucamonga CA, 91730 — *Fax: 909-981-1029*
Regional Manager – Patrick Healy — ***Cell: 310-864-9900***

Los Angeles Branch
11220 ½ Peoria St. — *Phone: 800-645-4881*
Sun Valley, CA 91352 — *Fax: 818-504-2578*
Regional Manager – Patrick Healy — ***Cell: 310-864-9900***

Orange County
1639 E. Edinger Ave. Building # C — *Phone: 800-645-4881*
Santa Ana, CA 92705 — *Fax: 714-972-3185*
O.C. Regional Manager – Martin Herrera Cell: 714-720-1330

Irvine Branch
1510 S. Lyon St. — *Phone: 800-645-4881*
Santa Ana, CA. 92705 — *Fax: 714-972-3185*
O.C. Regional Manager – Martin Herrera — ***Cell: 714-720-1330***

San Diego Branch
2865 Main St. Suite #A — *Phone: 800-645-4881*
Chula Vista, CA 91911 — *Fax: 619-872-2108*
Branch Manager – Miguel Ybarra — ***Cell: 760-275-8263***

Palm Springs Branch
1130 Valdivia, Suite #A — *Phone: 800-645-4881*
Palm Springs, CA 92262 — *Fax: 760-864-9528*
Branch Manager – Mike Kartchner — ***Cell: 760-802-4519***

merchants
landscape services, inc.

VEHICLE LIST

MLS-Corporate

Veh #	Licence #	Year	Make/Model	Vin #
122	6JIE640	2009	Lincoln Navigator	5LMFU27509EJ01141
223	8H06166	2007	Ford F-150	1FTPW12547FB59848

MLS-Santa Ana Branch

updated

Veh #	Licence #	Year	Make/Model	Vin #
187	5ZGF772	2008	Expedition	1FMFU19548LA02102
103	7D22716	2003	Chevy Silverado	2GCEC19V931328785
106	6X99608	2002	Ford F-150	1FTRX17MX2NB52818
107	7D22717	2003	Chevrolet pickup	2GCE19V131327033
108	6B40408	1999	Ford/Van	1FTRE1427XHB57966
111	6C03023	1999	Ford F-150 KC pickup	1FTZX172XXKB83518
113	6G58011	2000	Ford F-150 pickup	1FTZX1721YKB19949
115	6V31775	2002	Ford F-150 pickup	1FTRX17W42NA69265
116	7B16229	2003	Chevy S-10	1GCCS14XX38115778
117	7W83338	2005	Ford F-350	1FDWF36515EC89280
118	7X56108	2005	Ford F-350	1FDSF345X5EB18027
119	8D61369	1995	Chevy 1 ton truck	1GBJC34K2SE160450
120	8C42496	1995	Chevy 3/4ton	1GCGC29K0SE250057
132	6B33559	1999	Ford Ranger pickup	1FTYR14V6XPB36672
145	7B16230	2003	Chevy S-10	1GCCS14XX38161840
167	8H06127	2008	Ford F250	1FTSX20578EA62845
174	8K89815	2008	Ford F-150 Supercrew	1FTRW12W88FA49226
176	8K48974	1999	Ford F800 (Water truck)	3FENF8010XMA08142
192	8W12873	2005	Ford F-350	1FDWF365X5EB65444
199	6R39199	2001	Dodge 1500 pickup	1B7HC16X71S249955
200	8D50109	2006	Ford F-150	1FTVX12566NA53572
201	8D50108	2006	Ford F-150	1FTVX12536NA53688
202	8C80429	2006	Ford F-150 Super Cab	1FTVX12586NA64007
213	8k89886	2008	Ford F-150 Supercrew	1FTRW12W28FA31238
214	8D11641	2006	Ford F-350 Chassis	1FDWW36P36EB42946
219	8H06126	2008	Ford F-250	1FTSX20598EA56495
224	8F29332	2007	Chevy Pick up	1GCEC19X17Z166164
226	7R13278	2005	Ford F150	1FTRF12205NB94436
229	8Z63681	2010	Ford Ranger	1FTKR1ED7APA38480
235	8P81303	2008	Ford Ranger	1FTYR10U28PA93253
238	8T87781	2008	Ford F350 Classis	1FDWF36558EA03046
242	8U52679	2008	Ford F-150	1FTRX12W38FB76222
245	8P74271	2009	Ford Ranger	1FTYR10D99PA22178

247	8V69658	2009	Ford Ranger	1FTYR10D19PA41260
248	8V84305	2009	Ford F350 Chassis	1FDWW36Y59EA42911
Trailers	Lic.#	Year	Make/Model	Vin #
T406	4GY3629	1999	Big Tx Utility	16VVX0811X1A15309
T411	4GU4932	2006	Big Tex Utility	16VUX162661E99747
T413	1KF2776	2001	Big Tx Utility	16VVX101311A36977
T415	4JK5131	2004	Big Tex Utility 12'	16VVX101841A16731
T416	4HE8310	2006	Big Tex Utility 12'	16VAX121252A68007
T419	4KM3761	2007	Big Tex Utility 12'	16VAX121X72A66380
T429	4KE7385	2006	Carson/DT-102 7x1	4HXDT10256C109397
T430	4KR8518	2009	Utility DV mfts DV10ET-20split ramp	1D9EU20289S591930
T443	4HE2465	2006	Big Tex Utility	16VNX162851E84749
T446	4JC5734	2007	Big Tex Utility	16VVX121271A52349
T459	4KK2479	2008	Big Tex Utility	16VCX162582H98476
T465	088052U	2007	Honda Bull Dog/water Trailer	DHWT5008207
Gem Cart	Lic #	Year	Make/Model	Vin #
	7D35838	2002	Golf Cart	5ASAK27412F020997
C503		2003	Yamaha	JU2-003902

MLS Irvine Branch

Veh #	Licence #	Year	Make/Model	Vin #
100	5NUL837	2005	Expedition	1FMFU17585LB07417
109	7S38912	1997	Ford F-150	1FTUX1728VKB36723
110	5R29572	1997	Ford F-150 KC pickup	1FTDX1763WNA12281
112	6E91433	1995	Izusu NPR	JALC4B1K5S7000324
130	6J05871	2000	Ford F-150	1FTZF1725YNC19831
140	7V57320	2005	F-150	1FTPW12535KD33445
146	7P94549	2004	Ford Ranger pickup	1FTYR10U84PB61601
172	8K76942	2006	GMC Sierra - Dump truck	1GDJC39U26E235445
175	8P13371	2007	GMC Sierra 3500 Chassis	1GDJC39K17E597007
181	6L85322	2001	Dodge 1500 pickup	1B7HC16X21S218371
182	6P91997	2001	Dodge 1500 pickup	1B7HC16X91S261203
185	8S59389	2001	Dodge 1500 pickup	1B7HC16XX1S42527
186	6B45138	1999	Ford Ranger pickup	1FTYR10V0XPB69401
196	6M12313	2000	GMC 3500 1-ton pick up	1GDHC33J9YF421896
197	7M71324	2003	Chevy Silverado 1500	2GCEC19V831328843
204	8R87523	2006	Ford Ranger	1FTYR10U76PA64070
230	8P81301	2008	Ford F-150	1FTRX12W18FC11369
231	8P81302	2008	Ford F-150	1FTRX12W68FB60600
232	8P81304	2008	Ford F-350 Stakebed	1FDWF36548EE58132
233	8P81305	2008	Ford F-350 Stakebed	1FDWX36R48EB78209
236	8P81298	2008	Ford Ranger	1FTYR10U78PA22033
237	8P81300	2008	Ford F-150	1FTRX12W58FB55243

243	8W12872	2008	Ford F-250	1FDSX20548EA56478
Trailers	Lic #	Year	Make/Model	Vin #
T401	SE529849	2003	chipper	1VRU111A541004217
T405	1JK4535	2000	Big Tx Utility	16VVX0818Y1A23796
T409	4JK4679	2005	Big Tex Utility	16VNX162451E84182
T410	4JK4680	2006	Carsa	4HXDC16206C109783
T417	New	2011	Big Tex Utility	16VAX1210B2A74688
T455	4KK1243	2008	Big Tex Trailer	16VAX121571A66518
T456	4KK1244	2008	Big Tex Trailer	16VAX121X81A06008
T457	4KK1245	2008	Big Tex Trailer	16VEX202X82H12649
T458	4KK1323	2008	Big Tex Trailer	16VAX101481A06010
T460	4KK3427	2008	Big Tex Trailer	16VEX202882H2651
T461	4KK7351	2009	Big Tex Utility	16VCX182891E33827
T464	4KR6684	2009	Utility DV mfts split ramp	1D9EU20209S591923
T466	4LB5419	2010	Big Tex Utility	16VAX1016A2A45004
	558040	1997	Arrow board trailer	1W91S1014V1249094
		1987	Utility Trailer for Gator	TC022BX010203
	Irvine	1987	Utility Gator	19342
	Irvine	1987	Utility Gator	19344
	Irvine	1987	Utility Gator	19356

MLS-Los Angeles Branch (Sun Valley)

Veh #	Licence #	Year	Make/Model	Vin #
123	7G10650	2003	Chevy Silveradio 1500	2GCEC19VX41124479
124	8C42721	2000	Dodge T4C	3B7KC23Z7YG111013
125	8R87479	2005	Ford Ranger pickup	1FTYR14U15PA62484
126	7V29675	2005	Ford F-350 Stake Bed	1FDSF34515EB18028
127	6K37227	2001	Ford F-150 XLT	1FTRX17L81NA10272
128	7E27786	2003	Chevy Silverado Extra C	2GCEC19V231325856
129	6G42812	2000	Ford F-150	1FTZX1728YKB15395
133	7B13735	2003	Chevy Silverado	1GCEC14V93E148518
134	7B13736	2003	Chevy Silverado	1GCEC14V43Z131019
135	8z49512	2005	Ford F-150	1FTR12215NB52812
136	8G97528	2005	Ford F-350 Stake Bed	1FDWF36565EA09093
137	7D80048	2003	Ford Comm Cutaway Van	1GBJG31U531141331
139	6Z65654	2003	Ford Ranger pickup	1FTYR10U63PA06057
163	7J46556	1999	GMC Topkick/Chipper	1GDJ7H1D7XJ851924
164	8G97527	2000	Ford F-150 KC pickup	1FTRX17W3YKA35988
166	6R34719	2001	Ford F-150 pickup	1FTRF17W01NB56193
170	8H06124	2008	Ford F250	1FTSX20548EA37420
173	8K89824	2008	Ford Ranger pickup	1FTYR14U28PA24167
183	5Y02412	1999	Ford F-150 pickup	1FTZF1724XKA29146
193	7W50751	2005	Ford F-350	1FDWF36545EB68968

221	8L38955	2007	Ford Ranger	1FTYR14D47PA95353
249	4X12407	1994	Chevrolet pickup	1GCEC14K4RE127543
251	8Z63680	2010	Ford Ranger	IFTKRIE3DAPA38475
252	8Y89431	2010	Ford F-250	1FDSX2A58AEA28882
Trailers	Lic.#	Year	Make/Model	Vin#
T400	SE499113	2001	chipper	IVRU111A711000827
T404	4JK5130	2004	Big Tex Utility	16VVX101941A21257
T412	4HE8313	2006	Big Tex Utility 16'	16VNX162361E22273
T420	1JP2204	2000	Big Tex Utility	16VVX1019Y1A26416
T421	1JT2835	2000	Big Tex Utility	16VVX0813Y1A30220
T422	1KM7084	2001	Big Tex Utility	16VVX101X11A43327
T423	4JH6661	2207	Big Tex Utility	16VAX101171A66521
T424	1JZ5373	2000	Big Tex Utility	16VVX0816Y1A30986
T425	4DJ7406	2003	Big Tex Utility	16VVX101431A60756
T426	4ES1233	2003	Big Tex Utility	16VVX081331A78731
T427	4CH6366	2000	Big Tex Utility	16VVX1416YLA31048
T428	4EP1977	2003	Big Tex Utility	16VVX081221A55214
T468	4LF4391	2010	Big Tex Utility	1D9UU1011AS591060
Gem Cart	Lic.#	Year	Make/Model	Vin #
C500	7E24479	2002	Chrysler GEM	5ASAK27462F031512
C501		1975	Taylor Dunn	136012
C502		2003	Carry All 6 Club Car	262720
	8Z49345	2002	Chrysler GEM	5ASAK27499F030371
MLS Pomona Branch (Rancho Cucamonga)				
Veh.#	Licence #	Year	Make/Model	Vin#
244	8P74270	2009	Ford F150 Super crew	1FTRW12899KB95421
102	6U04567	2001	Inter Tree Trim	1HTSCAAM41H382577
104	8L29915	2007	Silverado 3500 Chassis	1GBJC39U67E173932
105	7L74667	2004	Ford F-150	1FTRX12W44NB43407
141	8C77592	2006	F-150	1FTRF12W56NB07294
142	7G10649	2003	Chevy Silverado 1500	2GCEC19V841120298
143	8V44900	2003	Chevy Pick Up	1GCEC19V83Z120534
147	7W64915	1997	Chevy 1 ton truck	1GBJC34RIVF004699
148	8Z49580	2000	Ford Ranger pickup	1FTYR14V2YPB19854
149	5X27055	1999	Ford pk	1FTYR10C3XUA03339
150	6N20581	2001	Ford F-150 pickup	1FTZX17261KF41897
151	7H04122	2001	Ford F-150 pickup	1FTRX17W11NA31006
152	6G42813	2000	Ford F-150 pickup	1FTZX1728YKB15428
153	7W34816	2005	Ford F-350	1FDWF36Y55EB82596
155	5F12144	1996	Dodge Dakota	1B7FI26X5TS520074
157	7M68778	2004	Ford F150	2FTRX17WX4CA30253
158	7V83928	2005	Ford F-350	1FDWF36Y15EB99475

178	6J69144	2000	Ford F-150 XLT pu	1FTRX17L2YKA65487
180	61715A1	2000	Ford F-150 LB pu	1FTZF1723YKA86939
194	7W43810	2002	Ford F-350	1FDSW34F12EA82877
198	7B15152	2003	Chevy Silverado	1GCEC14V83Z192941
211	8D11395	2006	Ford Ranger	1FTYR10U36PA64048
215	8D48234	2006	Chevy Silverado 3500	1GBHC34U96E197632
217	8V44901	2006	Chevy Colorado Classis	1GBDS146968258211
225	8M89937	2008	Ford F-150 XL 4x2 Spr cab	1FTRX12W88FB29932
240	8U22271	2008	Ford F-150 XL 4x2 Spr cab	1FTRX12W78FB60539
241	8T87778	2008	Ford Ranger	1FTYR10DX8PB17220
246	8V66223	2009	Ford Ranger	1FTYR10D99PA32144
Trailers	Lic#	Year	Make/Model	Vin#
T402	4KE7386	2000	Big TE Utility	16VVX0813Y1A21081
T407	1JC3389	2000	Big TE Utility	4K8VX0817Y1A48404
T431	1JG3423	2000	Big Tx Utility	16VVX0818Y1A23794
T433	1KF2738	2001	Big Tx Utility	16VVX121611A36968
T435	4FV8383	2003	Big Tx Utility	16VAX101241A14634
T436	4KF4420	2003	Big Tx Utility	4K8AX101531A12493
T437	4AK6903	2002	Big Tx Utility	16VUX162121E51941
T438	4KF4422	2004	Big Tx Utility	16VNX142741E45331
T440	4KM3781	2005	Big Tx Utility	16VNX162052E51416
T449	New	2007	Big Tx Utility	16VVX121371A59360
T463	4KK3984	2009	Big Tx Utility	16VVX081X91A29423
Gem Cart	Lic.#	Year	Make/Model	Vin #
C504	7E24484	2002	Chysler	5ASAK27402F031103
C505			Taylor Dunn	Serial # 13610Mo.B2-48
C506			Taylor Dunn	No. not legible
C507			Chrysler GEM	5ASAK27462F031512
C508			John Deere	Serial # W00turf003575
C509			Chrysler GEM	5ASAK27482F021337
C510			EZ-GO	Serial # J0234-188068

MLS-Palm Springs

Veh #	Licence #	Year	Make/Model	Vin #
212	8D11399	2006	Ford F-150 XLT	1FTPW12596KD72039
169	8H06123	2007	Ford F-150	1FTRX12W07KC62609
171	8M00027	2007	Chevy Silverado Dump	1GBJC39K97E580433
205	8C80427	2006	Ford F-150 Reg Cab	1FTRF12W16NB33603
206	8P11010	2006	Chevy S3500 w/10' dump	1GBJC39U26E176714
207	8D76098	2006	Ford Ranger	1FTYR10U16PA83973
208	8E32375	2006	Ford Ranger	1FTYR10U16PA65828
210	8D11398	2006	Ford F-150 Super Cab	1FTVX12566NA69738
216	7S99151	2006	Ford F-150 XL	1FTVX125X6NB17726

218	8H06119	2007	Ford F-150	1FTRX12W77FA88496
220	8H06122	2007	Ford F-150	1FTRX12WX7FA88458
222	8L25904	2007	Ford Ranger XL2W	1FTYR14U77PA93029
Trailers	Lic.#	Year	Make/Model	Vin #
Trailers	4HE9157	2006	Big Tex Utility 16'	16VNX162961E22276
T442	1JC5450	1999	Big TX Utility	16VVX101XX1A18985
T445	4KL2459	2005	Big Tex Utility 12'	16VAX121552A70107
T447	4JH6760	2007	Big Tx Utility	16VVX121X71A71988
T462	4JH6668	2007	Big Tx Utility	16VVX162471E59376
T467	4LB9408	2010	Big Tx Utility	16VVX0811A2A57741

MLS: San Diego Branch (Chula Vista)

Veh #	Licence #	Year	Make/Model	Vin #
250	8Z63682	2010	Ford F-150	1FTEX1CW0AFB55573
177	7E24179	2003	Chevy Silverado	2GCEC19V231324285
179	8L60482	2002	Ford F-150	1FTRX17W52NB04671
184	6F30676	2000	Ford F-150 pickup	1FTZF1720YKB04037
188	7B16231	2003	Chevy S-10	1GCCS14X538158568
189	8D20422	1999	Chevrolet 3500	1GBHC34R9XF032025
190	7W50752	2005	Ford F-350	1FDWF36565EB43540
191	7W34817	2005	Ford F-350	1FDWF36555EB15096
195	7W56849	2005	Ford F-350	1FDWF36535EC89278
209	8D11397	2006	Ford F-150 Super Cab	1FTVX12586NA67568
227	8W97675	2010	Ford Ranger	1FTKR1AD5APA18041
239	8U48440	2008	Ford Ranger	1FTYR10D48PB15687
228	8Y81888	2006	Ford F-350 Diesel	1FDWF36P36EB62520
Trailers	Lic.#	Year	Make/Model	Vin #
T450	1KC6115	2000	Big Tx Utility	16VVX0818Y1A30987
T451	1KC6116	2001	Big Tx Utility	16VVX101611A33510
T414	4KM3760	2000	Aztec Utility	4ZBUE0121YF000111
	4HE3486	2007	Carson trailer	4HXSU16247C116791

merchants
landscape services, Inc.

Equipment Inventory

Make & Model	I.D. Number
22" Double Sided	8040608
22" Double Sided	9111852
Aerator - John Deere 1500 A20857	M01500X025435
Aerator - Lesco / push behind	72260835
Aerator Classen 42" 3 pt hitch	720263984
Aerator Drum 70"	20637
Aerator Hasqaverna walk behind	53058177
Aerator Honda 25.5 - Blu H742	83970569
Aerator Landpride PTO CA2560	574628
Aerator Model 968982105 Husquarna	8400476
Aerator Tow - Lesco	72260739
Aerator Tow behind	645
Aerator Walk behind	74238666
Air Compressor	Added Jan. 2009
Aireator - Orange	53058177
Arborist's Saw 35cc	167677832
Arborist's Saw 35cc	169484303
Auger Honda Engine	A20849
Auger post hole digger w/2" - Echo A20447	E02103003542
Avger Honda/Ground hog-Mod. C71-5	1741792
Backpack blower	272069304
Blower Backpack	80704100
Backpack blower	272069291
Backpack blower	272069313
Backpack blower	272069325
Backpack Blower	271289378
Backpack Blower	271288406
Backpack Blower	271288400
Backpack blower	272069301
Backpack blower 36"-Walk behind Model TH	824945
Backpack blower Echo 44cc carb II	P08111002945
Backpack blower Echo-PB-413	P0811003315
Backpack blower Husquvarna - 145BF	3003305
Backpack blower STIHL-BR-550	271665400
Blower - Echo PB500HT	P02311006658
Blower - Hasqvarna (green/black)	3004020
Blower - Hasqvarna (white)	3003318
Blower - Husqvarna	3003867
Blower - Husqvarna	3003317
Blower - Husqvarna	3000793
Blower - Husqvarna	3003850
Blower - Husqvarna (black)	2005701
Blower - Husqvarna (black)	3002024
Blower - Husqvarna (black)	3002032 - 551139

Make & Model	I.D. Number
Backpack blower Husquvarna - 145BF	965102305
Backpack blower STIHL-BR-550	271665392
Backpack blower STIHL-BR-550	271665390
Bagging System - Exmark LHPUV4650	718814
Battery Charger (for 6 & 12 volts) Model #7200	
Billy Goat Vacuum	1290841
Bit- 5 gallon	
Bit- 5 gallon	
Blower	P08211002836
Blower	P02311002461
Blower	P02311002514
Blower	4000265
Blower	4001270-04
Blower	4001276-04
Blower	4000-736
Blower	30002315
Blower - Echo	P08111002736
Blower - Echo	#09005538
Blower - Echo	P08111002852
Blower - Echo	O90005598
Blower - Echo	P08111003367
Blower - Echo	P08111002768
Blower - Echo	P08011015596
Blower - Echo	P08111002393
Blower - Echo	D08111003544
Blower - Echo	P02011001417
Blower - Echo	P02011001417
Blower - Echo	P02011001417
Blower - Echo	P08211003677
Blower - Echo	P08211002735
Blower - Echo	7611021673
Blower - Echo (blue)	2004117
Blower Echo 4600	570411001510
Blower Echo 4600	42023570602
Blower Echo Model PB413-H	2002773
Blower Echo Model PB413-H	9002264
Blower Echo Model PB413-H	2004160
Blower Echo Model PB415T	P08111001232
Blower Husquarna 145BF	2003219/2003223
Blower Husquvarna	10004766
Blower Husquvarna	70924381
Blower Husquvarna	3003206
Blower Husquvarna	50000441
Blower Husquvarna	3000795

Make & Model	I.D. Number
Blower - Husqvama (orange)	3003215
Blower - Husvarna	60084
Blower - Husvarna	3000791
Blower - Husvarna	2003287
Blower - Husvarna	2011846.00
Blower - Husvarna	5000437
Blower - Husvarna	2001840
Blower - Husvarna	13000710
Blower - Kawaski (yellow)	56002021
Blower - PB500HT	P02311003707
Blower - PB500HT	P02311003795
Blower - PB500HT	P02311003668
Blower - PB500HT	P02311003698
Blower - Shindawa	4107423
Blower (Back Pack) 1 Echo 50CC Model PB5	S69311005757
Blower (black & white)	1002106
Blower (Mist) Model MD155DX-Maruyama	267622333
Blower (Mist) Model SR420Z-STILI	267622355
Blower back pak	9535115-76
Blower Echo	P08211003528
Blower Echo	P08211003546
Blower Echo	PO8111001519
Blower Echo 4600	21171
Blower Echo 4600	9003418
Blower Stihl	271665391
Blower Stihl	271665393
Blower Stihl	No serial#
Blower, Frame, Throttl	620001275
Blower, Frame, Throttl	620001270
Blower, Frame, Throttl	620001276
Blower, Frame, Throttl	620001279
Blower, Frame, Throttl	4001266
Blower, Frame, Throttl (changed serial#)	4000726
Blower, Frame, Throttl (changed serial#)	4000736
Blower, Frame, Throttl (changed serial#)	4000728
Blower, Frame, Throttl (changed serial#)	40000739
Blower, Frame, Throttlb	4001279
Blower/Hip Throttle - Echo PB413HC	P08011020164
Blower/Hip Throttle - Echo PB413HC	P08011020184
Blower/Hip Throttle - Echo PB413HC	P08011020191
Blower/Hip Throttle - Echo PB413HC	P08011020193
Blower/Hip Throttle - Echo PB413HC	P08011020197
Blower-low noise	1002836
Bluebird 22" Flail Power rake	072330206
Bottle jack 10 tons	
Bulldog 500 Gallon Water trailer	

Make & Model	I.D. Number
Blower Husquvarna	2003214
Blower Husquvarna	30002728
Blower Husquvarna	5000435
Blower Husquvarna	551139
Blower Husquvarna	20001849
Blower Husquvarna	5000061
Blower Husquvarna	7003839
Blower Husquvarna	1569
Blower Low Noise - Echo PB460LN	P0821100344
Blower Low Noise - Echo PB460LN	P08211002855
Blower Low Noise - Echo PB460LN	P08211003319
Blower Low Noise - Echo PB460LN	P08211003529
Blower Low Noise - Echo PB460LN	P08211003538
Blower Low Noise - Echo PB460LN	P08211003541
Blower Low Noise - Echo PB460LN	P08211003392
Blower Red Max Model EB2500	71003044
Blower Red Max Model EB2500	E1325000
Blower Red Max Model EB2500	216836
Blower Redmax	80206383
Blower Redmax Model EBZ5000	50403101
Blower Redmax Model EBZ5000	56300609
Blower Solo backpack	
Chain Saw Echo Model CS341	2027183
Chain Saw Husqvarna 36cc	74439484
Chain Saw Model CS 330T	C07711009418
Chain Saw Stihl	269159862
Chain Saw1 Echo 36.3cc Model CS 360T	660-11005226
Chainsaw	C07611007001
Chainsaw - Echo	C08011005435
Chainsaw - Echo small	2029100
Chainsaw - Stihl	ms250
Chainsaw - Stihl	ms250
Chainsaw - Stihl	11226610503
Chainsaw - Stihl	30050007409
Chainsaw - Stihl	3005000409
Chainsaw 14" Echo-C-S 341	C07611003730
chainsaw 18"	279612776
chainsaw 18" - STI MS250-18	278327202
chainsaw 18" MS250-18	279612761
Chainsaw 20" Echo-C-S 520	5019852
Chainsaw 20" Echo-C-S 520	5033518
Completing Kit - Exmark LHPUV	109-1014
Completion Kit - Exmark 109-1169	
Dethatcher - 22" Flail 5.5hp Hon	81762524
Dethatcher - 22" Flail 5.5hp Hon	85075089
Dethatcher Bluebird	54262662

Make & Model	I.D. Number
Cart Cushman	99000804
Chain Saw - Homelite	ATL1942287
Chain Saw - Husqvarna	SM080300474
Chain saw - STHL (Big)	30030006821
Chain saw (small) - Echo	2037266
Chain Saw 1 Echo 32.6cc Chain Saw 14" bar	C07811002340
Chain Saw 1 Echo 32.6cc Chain Saw 14" bar	C07711009382
Chain Saw 14"	C07611009915
Chain Saw 16" - Echo	C07611007001
Chain Saw Echo	341
Chain Saw Echo	2027080
Chain Saw Echo	2054689
Edger - Power trim	B84597
Edger - Power trim	5685110011570
Edger 3.5 hp	C07181
Edger 3.5 hp - POW200-4	C07223
Edger 3.5 hp - POW200-4	C07182
Edger 3.5 hp - POW200-4	C07414
Edger 3.5hp	C06522
Edger 3.5HP - POW 200-4	C06093
Edger 3.5HP - POW 200-4	C05761 / 0802213YA85
Edger 3.5HP - POW 200-4	C05802 / 080213YA851
Edger C05761	0802213YA25180
Edger C05802	080213YA85196
Edger Echo	568511001524
Edger Echo pe200	68211001143
Edger Pole - Echo	568511001483
Edger Power Trim	B83926
Edger Power Trim	B57935
Edger Power Trim	B78716
Edger Power Trim	B78717
Edger Power Trim	B87852
Edger Power Trim	BA7906
Edger Power Trim	B87644
Edger Power Trim 208	66777
Edger Power Trim 308	72710
Edger Power Trim 308	9001229
Edger Power Trim - PE265C	S68511001508
Edger Power Trim 308	6caat1119102
Edger Power Trim Model 208-H	B79589
Edger Stick	6002219
Edger Stick	1001340
Edger Stick - Echo	E29111002326
Edger Stick - Echo	60001916
Edger Stick - Echo	9092498
Edger Stick STIHL-FC-100	267090447

Make & Model	I.D. Number
Dethatcher PTO Vrismo (purchased from Eberhard)	
Dethatcher walk behind - BlueBird	54262662
Dethatcher walk behind - BlueBird	72330206
Drive kit 60" - Exmark 109-1167	
Drive kit 60" - Exmark 109-1167	109-1167
Edge Trimmer - Model 300-1C	B795989
Edge Trimmer - Model 308-H	B66969
Edge trimmer long	S69311004793
Edger	B87906
Edger - Echo	ACN006662862
Edger Stick STIHL-FC-100	367090578
Edger Stick STIHL-FC-100	269791095
Edger Stick Echo-PE-261	6002515
Edger trimmer	590924
Edger Trimmer - Model 308-H	B43973
Gator turf - John Deere	19356
Gator turf - John Deere	19342
Gator turf - John Deere	19344
Grinder Belly	
Grinder Dewal 41/2"	
Hedge Shear Echo	564811010220
Hedge Shear Echo	6009981
Hedge Shear Echo	6006770
Hedge Shear Echo	6009894
Hedge Shear Echo	6010099
Hedge Shear Echo	6006798
Hedge Shear Echo	6008816
Hedge Shear Echo	6008575
Hedge Shear Echo	6006058
Hedge Shear Echo Extention	5.69311E+11
Hedge Shear Echo Extention	69311003529
Hedge Shear Echo Extention	6014049
Hedge Shear Echo Extention	6004692
Hedge Shear Echo Extention	569311001274
Hedge Shear Echo Extention	6008217
Hedge Shear TMC	553495
Hedge Shear TMC	552890
Hedge Shear TMC	533404
Hedge Shears - ECHO	6114260
Hedge Shears - ECHO HC233	6004549
Hedge Shears - ECHO HC261	6005127
Hedge Shears - Echo Model HC-233	6004794
Hedge trimmer	588854
Hedge trimmer	588901
Hedge trimmer - HCA265	S69311005498
Hedge trimmer - HCA265	S64811010603

Make & Model	I.D. Number
Hedge trimmer	588853
Hedge trimmer	588867
Hedge trimmer	588897
Hedge Trimmer	1005485
Hedge Shear Echo	S69311005741
Hedge trimmer	1005490
Hedge trimmer	1005488
Hedge Trimmer	11003249
Hedge Trimmer	1005229
Hedge Trimmer	1005236
Hedge Trimmer	1004793
Hedge Trimmer	S64811011231
Hedge Trimmer	11001362
Hedge trimmer	588853
Hedge trimmer	5009808
Hedge Trimmer - 22.6cc	590924
Hedge Trimmer - Carb 2	6010192
Hedge Trimmer - Echo	6004017
Hedge Trimmer - Echo	5001832
Hedge Trimmer - Echo	6008061
Hedge Trimmer - Echo	18080090
Hedge Trimmer - Echo	002923
Hedge Trimmer - Echo	6006213
Hedge Trimmer - Echo	5001087
Hedge Trimmer - Echo	S64811010440
Hedge Trimmer - Echo	S6481110509
Hedge Trimmer - Echo (black)	6002168
Hedge Trimmer - Echo (orange)	6001352
Hedge Trimmer - Echo (white)	6008220
Hedge Trimmer - Echo (yellow)	6006220
Hedge Trimmer - Echo stick	6006785
Hedge Trimmer - Extension	5009936
Hedge Trimmer - Extension	569311005497
Hedge trimmer - HC235	S64811010752
Hedge trimmer - HC235	S64811010803
Hedge trimmer1 Echo 25.4CC Articulated Sh	699311006612
Hedge trimmer1 Echo 25.4CC Articulated Sh	569311005757
Hedge trimmer1 Echo 25.4CC Articulated Sh	3693110024
Hedge trimmer1 Echo 25.4CC Articulated Sh	569311005041
Hedge trimmer1 Echo 25.4CC Articulated Sh	569211003769
Interseeder walk behind Ryan	92517128
Kaw W/Tarhead	286340
Kaw W/Tarhead	286341
Kawasaki fe120 Pump 4.0	
Keyboard Terminal - Motorola	added 11/16/09
Laser - Shindaiwa	697975

Make & Model	I.D. Number
Hedge trimmer - HCA265	S64811010791
Hedge trimmer - HCA265	S69311005493
Hedge Trimmer - Large	274102356
Hedge Trimmer - Large	274102361
Hedge Trimmer - Long Stihl	272879981
Hedge Trimmer - Long Stihl	274102350
Hedge Trimmer - Redmax	41206912
Hedge Trimmer - Redmax	41207528
Hedge Trimmer - Shindawa	5280
Hedge Trimmer - Shindawa (blue)	27423
Hedge Trimmer (black & white)	06008-7
Hedge Trimmer (Ext, Pole) Model PPT261	6006162
Hedge Trimmer (green/black)	6008960
Hedge Trimmer 22.6cc - PHT355OZ	595293
Hedge Trimmer 22.6cc - PHT355OZ	595314
Hedge Trimmer 30" FWRAP	584340
Hedge Trimmer 30" FWRAP	584337
Hedge Trimmer Echo	6008602
Hedge Trimmer Echo	6003820
Hedge Trimmer Echo	6006771
Hedge trimmer Echo Model HC 233	06004875
Hedge trimmer Echo Model HCA 261	6008321
Hedge Trimmer Extension - Echo	569111001057
Hedge Trimmer Extension - Echo	E29111002258
Hedge Trimmer Extension - Echo	S85411001015
Hedge Trimmer Extension - Echo	E29111002284
Hedge Trimmer Extension - Echo	S691110011019
Hedge Trimmer Extension - Echo	E291110022075
Hedge trimmer Redmax Model HT2-2400	6298811
Hedge trimmer Redmax Model HT2-2400	41207698
Hedge Trimmer Stick - Kawasaki	39970
Hedge Trimmer1 Echo 25.4CC Articulated Sh	80301400
Lazer-Z 29HP 72" - Exmark LXS29LKA725	728159
Lazer-Z 72" 29 hp	613921
Lazer-Z 72" 29 hp	728129
Lazor 52"	222842
Levy Broadcaster new	4800669
Lily spreader tow behind	
Metro 36" W/Pist Grip	708499
Mower 2010 Real Masters 5510	310000101
Mower - 21" 6HP Kawasaki Sp-Exmark MSK	799797
Mower - 21" 6HP Kawasaki Sp-Exmark MSK	799798
Mower - 21" 6HP Kawasaki Sp-Exmark MSK	799799
Mower - 21" 6HP Kawasaki Sp-Exmark MSK	799800
Mower - Bobcat 218 Estate 18HP Briggs 52"	94221101369
Mower - Bobcat 218 Estate18HP Briggs 52"	94221101093

Make & Model	I.D. Number
Laser 48" - Exmark	473852
Laser 52" - Exmark	no serial #
Laser 52" - Exmark	480140
Laser 52" - Scag	FH680VB98531
Laser 56" - Exmark	657938
Laser 56" - Exmark	676013
Laser 72" - Exmark	613906
Laser 72" - Exmark	N358061
Laser 72" - Exmark	69797
Lazer 72" Exmark Ultravac	UV6672
Laser XS 72" - Exmark	677887
Laser XS 72" - Exmark	697977
Lazer 23hp 56" LHP Kaw	699690
Lazer 29HP KAW 60" - Exmark LXS29LKA6	745070
Lazer 36" Exmark - Model# M15KA362	651011
Lazer 50" 23HP Kaw - Exmark LHP23KA505	726393
Lazer 56" Exmark - Model# LHP23KA565	617327
Lazer 60" - Exmark 30HP w/dump system	641456/624012
Lazer 60" 29HP Kaw - Exmark LXS29LKA60	745059
Lazer 72'	562628
Lazer 72'	654124
Lazer 72'	634022
Lazer 942230 ZT226 26hp kohler EFI 61" de	94223000222
Lazer Exmark 52" - 27hp	872875
Lazer Exmark 72" - 34hp	LZZ34KA726
Lazer Exmark 72" - 29hp	852748
Lazer Exmark 52" - 27hp	LZZ27KC526
Lazer Exmark 52" Rider	290108
Mower 21" - Exmark	FJ180VF04437
Mower 21" - Ex-mark	267622291
Mower 21" - Honda	1052109
Mower 21" - Honda	M2AN620580
Mower 21" - John Deere	6xjs25c170834
Mower 21" - Metro	559923
Mower 21" - Toro	#260003887
Mower 21" Exmark 6PH kaw	745677
Mower 21" Honda	MZAN - 6203925
Mower 21" Kawasaki	6206583
Mower 21" Metro SP-Exmark	662972
Mower 21" Push - Exmark	662969
Mower 21" Push - Exmark-N6KA21B	647095
Mower 21" Push - Exmark-NFKA21	662969
Mower 26" - Metro	738046
Mower 36" - Exmark	485956
Mower 36" - Exmark	646087
Mower 36" Exmark	376648

Make & Model	I.D. Number
Mower - Bobcat 218 Estate18HP Briggs 52"	94221101370
Mower - Exmark "Lazer HP 60"	292002
Mower - Exmark "Lazer HP 60"	604495
Mower - Exmark "metro 21"	445996
Mower - Exmark "Navigator	35204014
Mower - Exmark 21" with new engine	446008
Mower Honda 21" HRC 216	1093834
Mower - Exmark 36"	392595
Mower - Exmark 36" Model M15KA362	655254
Mower - Honda	S69039
Mower - Honda "Flail, reel	GC02-7030978
Mower - Honda 21 Commercial	MZAN-6165860
Mower - Honda 21 Commercial	MZAN-6206585
Mower - John Deere 3235C	TC3235C020879
Mower - Maka-Honda 21'	102157
Mower - Maka-Honda 21'	1014168
Mower - tru cut P-20 reel	828805
Mower (Walk behind) Ex-Mark Model M3615	485930
Mower (Walk behind) Ex-Mark Model M3615	485955
Mower (Walk behind) Ex-Mark Model TT3615	497003
Mower - tru cut P-20 reel	828805
Mower (Walk behind) Ex-Mark Model M3615	485930
Mower (Walk behind) Ex-Mark Model M3615	485955
Mower (Walk behind) Ex-Mark Model TT3615	497003
Mower 12" Comm.S/P Hyd	MAKA1053206
Mower 21'	647115
Mower BobCat 60" mulching	94223000215
Mower Bobcat Rider 52"	94001101366
Mower Bobcat Rider 60"	94222400144
Mower Bobcat Rider 60"	94000400146
Mower Ex-Mark - Rider Model LHP4820KC	567432
Mower Ex-Mark - Rider Model LHP5223KAV	286440
Mower Exmark 36" Walk behind	411449
Mower Exmark 36" Walk behind	658966
Mower Exmark 36" Walk behind	245407
Mower Exmark 36" Walk behind	262382
Mower Exmark 52" Lazer Rider	676012
Mower Exmark 52" Lazer Rider	632938
Mower Honda 21" HRC 216	1029172
Mower Honda 21" HRC 216	1026378
Mower Honda 21" HRC 216	6139675
Mower Honda 21" HRC 216	6193150
Mower Honda 21" HRC 216	6193869
Mower Honda 21" HRC 216	6165055
Mower Honda 21" HRC 216	6175763
Mower Honda 21" HRC 216	1053974

Make & Model	I.D. Number
Mower 36" Turf tracer hydr-Model THP17KA3	3003889
Mower 36" Walk behinds - Exmark	561791
Mower 36" Walk behinds - Exmark	370429
Mower 36" Walk behinds - Exmark	229293
Mower 36" Walk behinds - Exmark	266229
Mower 36" Walk behinds - Exmark	297908
Mower 48" Rider - Exmark Model LHP4823	269543
Mower 50" ride on - Exmark	FH680vb71282
Mower 56' ride on - Exmark	617329
Mower 60' ride on - Exmark	570013
Mower 60" Vericut PTO	VT08179-60
Mower 72" - Exmark Lazer mower"	53-191067
Mower 72" - Exmark Lazer mower"	N45794B
Mower Back behind 36" Metro 17HP KAW-M	824994
Mower Bobcat	94221101095
Mower Bobcat 218 52" Rider	94221101368
Mower Kawasaki 21" 6.5hp	443300
Mower Kawasaki 21" 6.5hp	443301
Mower Kawasaki 21" 6.5hp	670627
Mower Model MMDEL TT3615	266144
Mower Ride Along 48" LHP 483 KA	514648
Mower Ride Along 52" LHP 483 KA	516897
mower transferred from Santa Ana 21" - Hon	MAKA1020157
mower walk behind 21" snapper - 7800372	2012866971
Mower Walk behind 21"-Model HRC216KSX/	MZAU-6162377
Mower Walk Behind 36" Model MMDEL TT36	497062
mower walk behind reel	825330
Mower Walk behind-Model HRC216KSXA	MZAU-6190475
Mower Walk behind-Model HRC216KSXA	MZAU-6141423
Overseeder - Model #OS1848 A19985	461801
Pole pounder	
Power Wash DE-walt	67DX39G1I
Power Wash honda 13.0 machine	107675
Power Washer - Steam X	1280002750
Pressure Washer - Husky	6548190
Pressure Washer Dual 2007	1100049564
Pressure Washer MI-T-M Model SP2703-OMHB	10220432
Pump - Home lite	10540726
Rake Used John Deere 1200H Hydro 3wd w/plow	
RakeUsed Smithco Super Star Hydro	
Reciprecator Red Max Model 6Z25N	6006294
Remote controllers rain master $1,100.00/each	
Rotor Tiller	FRC800
Rotor tiller - Honda 5 HP	1009422
Rototiller	T15266
Rototiller Barreto - 13H8	GCAKI-1026721

Make & Model	I.D. Number
Mower Honda 21" HRC 216	1020425
Mower Honda 21" HRC 216	10083780
Mower Honda 21" HRC 216	1052132
Mower Honda 21" HRC 216	6198154
Mower Honda 21" HRC 216	1052469
mower -Jacobsen LF-4677-7 gang reel - Kub	Model-ser67916-000
mower -Jacobsen Tri King 1900D 84" triplex	D6623C0280
mower Jacobson 5-gang reel - LF3400	67868-1831
mower Jacobson 5-gang reel - LF3800	67867-2098
Mower Jacobson Tri-king - #00003801	67043
Mower John Deere 220 walk behind	M0220B2010302
Mower John Deere 2653A	TC2653D140077
Mower John Deere 3235C	TC3235C030423
Mower Kawasaki 21" 6.5hp	523206
Soil reliever	
Spray Can	476-2003
Spray Can	476-1704
Spray Can	476-2104
Sprayer - Hicks Model GX120	None
Sprayer - Lesco Commercial plus	1661201
Sprayer - Lesco Model 1520-17-18-RT	7045940C085Z2000
Sprayer - Solar Model 3-5	None
Sprayer Hicks farms supply (5330c-x)	00200-10004
Sprayer Lesco kawasaky	1607962
Sprayer Schaben	45690z
Sprayer Solo back pack	
Sprayer Toro Boom	90454
Sprayer/Spreader Lesco Z-Two Spreader	
Spreader & Sprayer Lesco "Ride on	1008900
Spreader Larger fert. (red)	
Spreader Manual Walk Behind - Lesco	
Spreader Manual Walk Behind - Priselawn CRB	
Spreader Manual Walk Behind - SPYKER 288-SUR	
Spreader Small fert. (red)	
sump pump	
Thatch attacher "old yellow deth	94100507
Tool to make hydraulic hoses	
Top dresser turf tiger	A20702
Toro vacuum	07073-0008
Tractor - John Deere 5210	LV52105123603
Tractor - John Deere A20816	LV52105123602
Tractor kubota - A0782	LB702
Tractor Kubota - L3131DT	50783
Trailer - John Deere	TC022BX010203
Trencher - Lesco	IVRX05IE351001456
Trim Diesel Triplx 3WD	TC25530110625

Make & Model	I.D. Number
SCAG "Tiger Cub"	7690232
Shred Vac - Echo	6003971
Sod cutter 18"/Blue Bird - Honda	83669572
Sod cutter ryan	54494506735
Trimmer Articulating	9122819
Trimmer Hedge - Echo HCA265	S69311005492
Trimmer Hedge - Echo HCA265C	S69311005233
Trimmer Hedge - Echo HCA265C	S69311004990
Trimmer 25.4cc String - SRM265SC	S65911003968
Trimmer 25.4cc String-SRM2655C	S65911003949
Trimmer 25.4cc String-SRM2655C	S65911003965
Trimmer 26cc CA APRV	1001718
Trimmer 26cc CA APRV	11001736
Trimmer 27cc hd S. TFC	446060
Trimmer Echo	6015267
Trimmer Echo	64811005685
Trimmer Echo	6047779
Trimmer Echo	6016424
Trimmer Echo	6013084
Trimmer Echo	565911004181
Trimmer Echo	2001481
Trimmer Echo	6022453
Trimmer Echo	6002118
Trimmer Echo	56631279
Trimmer Echo	6015047
Trimmer Echo	6015191
Trimmer Echo String - SRM280SC	S66611005150
Trimmer Hedge - Echo HC235	S64811010395
Trimmer Hedge - Echo HC235	S64811010408
Trimmer Hedge - Echo HC235	S64811010577
Trimmer Hedge - Echo HC235	S64811010650
Trimmer Hedge - Echo HCA265	S69311001258
Trimmer Hedge - Echo HCA265	S69311004779
Trimmer Hedge - Echo HCA265	S69311004935
Trimmer Hedge - Echo HCA265	S69311004942
Trimmer Hedge - Echo HCA265	S69311003610
Trimmer Hedge - Echo HCA265	S69311004779
Trimmer Hedge - Echo HCA265	S69311005058
Trimmer Hedge - Echo HCA265	S69311005254
Trimmer Hedge - Echo HCA265	S69311005115
Trimmer Hedge - Echo HCA265	S69311005122
Trimmer Hedge - Echo HCA265	S69311005232
Trimmer String 25.1cc - Echo SRM265SC	S65911003513
Trimmer String 25.1cc - Echo SRM265SC	S65911003518
Trimmer String 25.1cc - Echo SRM265SC (b	S65911003461
Trimmer String 25.4 cc - Echo SRM265SC	S65911003784

Make & Model	I.D. Number
Trimmer - Lesco	569311001162
Trimmer Shindawa	8031139
Trimmer Shindawa	7110711
Trimmer Shindawa	7110712
Trimmer Shindawa	9022989
Trimmer Shindawa	9022990
Trimmer Hedge - Echo HCA265	S69311005282
Trimmer Hedge - Echo HCA265	S69311005091
Trimmer Hedge - Echo HCA265	S69311005177
Trimmer Line - Model 62087 Shindaiwa	6103803
Trimmer Line - Echo Model SRM 216T	06066537
Trimmer Line - Model 62087 Shindaiwa	6103803
Trimmer Line - Model 62117 Shindaiwa	8024481
Trimmer Line - Model 62119 Shindaiwa	7110833
Trimmer Line - Model 62119 Shindaiwa	7110427
Trimmer Line - Model GZ25N10 Redmax	41225582
Trimmer Line - Model T261 Shindaiwa	6093807
Trimmer Line - Model T261 Shindaiwa	7110428
Trimmer Line 1 Echo 25.4cc	C0801003674
Trimmer Line 1 Echo 25.4cc Model SRM265	P02011001595
Trimmer Line 1 Echo 25.4cc Model SRM265	866011005118
Trimmer Pole - Echo	569111001127
Trimmer Pole - Echo	5008537
Trimmer Pole - Echo	56911001130
Trimmer Pole - Echo	564811005347
Trimmer Shindawa	6114245
Trimmer Shindawa	6052647
Trimmer Shindawa	6114257
Trimmer Shindawa	6052648
Trimmer Shindawa	7110475
Trimmer Shindawa	8031288
Trimmer Shindawa	8031287
Trimmer Shindawa	6045452
Trimmer Shindawa	5030469
Trimmer Shindawa	4011573
Trimmer Solid Shaft	1001411
Trimmer Solid Shaft	1001395
Trimmer Solid Shaft - Echo	no serial #
Trimmer String 25.1cc - Echo SRM265SC	S65911003451
Trimmer String 25.1cc - Echo SRM265SC	S65911003458
Weed eater - Echo	S66311001287
Weed eater - Echo	1001534
Weed eater - Echo	269413804
Weed eater - Echo	269413797
Weed eater - Echo	6009591
Weed Eater - Echo	S66611003118

Make & Model	I.D. Number
Trimmer String 25.4 cc - Echo SRM265SC	S65911003158
Trimmer String 33.3 - KPW3420ZL	80528 / 320565
Trimmer String 33.3 - KPW3420ZL	80541 / 320564
Trimmer String Echo-SRM261S	6016637
Trimmer String Echo-SRM261S	6015214
Trimmer String Echo-SRM261S	6016786
Trimmer String Echo-SRM261S	6016156
Trimmer String Echo-SRM261S	6015183
Trimmer Tension - Echo	6006808
Trimmer Tension - Echo	6006392
Tru cut rear mower	825330
Turf Gator - Gas Ult Cart	W00TURF018472
Turf Gator - Gas Ult Cart	1916
Ultravac 60" - Exmark UV60	737517
Ultravac 60" - Exmark UV60	774221
Ultravac 66"/72"	UV6672
Ultravac 66"/72" - Exmark UV6672	659068
Vacuum - Model BG845P	091698061
Vacuum Billy Goat	1290841
Vacuum Billy Goat	62606261
Verticutter - Graden Swing Wing	42942009
Verticore - John Deere 1500	
Verticore #1700 (sold to Eberhard for STM 1	a1395
Verticore Jacobsen Walk behind	825592361
Vucuum Honda	80805436
Water Pump - Honda	1102531
Water Pump - Honda	1100403
Water Tank Small	
Weed eater	S27080025
Weed eater - Echo	S65911003515
Weed eater - Echo	6016775
Weed eater - Echo	S66311001718
Weed Wacker - Echo	566911005573
Weed Wacker - Echo	566711005600
Weed Wacker - Echo	no serial #
Weed Wacker - Echo	566311001657
Weedeater - Echo	6008312
Weedeater - Echo (blue & gray)	No number
Weedeater - Echo (blue)	6009454
Weedeater - Echo (Blue)	6028575
Weedeater - Echo (Orange)	6008348
Weedeater - Shindowa (Red)	5058848
Weedeater - Shindowa (Red)	5058850

Make & Model	I.D. Number
Weed Eater - Echo	S66711005455
Weed Eater - Echo	S66711005782
Weed Eater - Echo	S66711005478
Weed Eater - Echo	E29111001978
Weed Eater - Echo	S66711005762
Weed Eater - Echo	E29111002085
Weed Eater - Echo	S66311001668
Weed Eater - Echo	O6014135
Weed Eater - Echo	6016614
Weed Eater - Echo	E29111002271
Weed Eater - Echo	E29111002091
Weed eater - Echo	6015382
Weed eater - Echo (black)	6011323
Weed eater - Echo (green)	6014356
Weed eater - Echo (green)	6014956
Weed eater - Echo (yellow)	6009427
Weed Eater - Echo SRM 2615	6009976
Weed Eater - Echo SRM 2615	6009440
Weed Eater - Echo SRM 2615	6006275
Weed Eater - Echo SRM 2615	6009446
Weed Eater - Shindaiwa	T268
Weed eater - Shindowa	5058847
Weed eater (black & white)	6028448
Weed eater 33.3cc Kaw w/taphead	286580
Weed eater 33.3cc Kaw w/taphead	286581
Weed eater 33.3cc Kaw w/taphead	286578
Weed eater 33.3cc Kaw w/taphead	286579
Weed Wacker - Echo	5667111001405
Weight Kit - Exmark 103-5633	
Weight Kit - Exmark 103-5633	
Weight Kit - Exmark 103-5633	103-5633
Weight Kit Front - Exmark	103-5629
Wheel 3.5 B&S 8"	2039
Wheel 3.5 B&S 8"	2035
Wheel Barrel - Jackson (blue)	
Wheel Barrow - True Temper	
Wire locator - 521P	
Wire Locator 521	

Revised 8-23-2010

9. SCHEDULE II

A. BID SCHEDULE

PROPOSER: Merchants Landscape Services, Inc.
(Company Name)

SITE	SERVICE LEVEL	ESTIMATED AREA	COST PER SQ. FT.	COST PER MONTH	COST PER TWELVE MONTHS
E-8 LANDSCAPE PARKWAYS & MEDIANS (currently full service)	Full	Planter: 68,104 sq. ft.	$ .018	$ 1,225.87	$ 14,710.44
	Reduced	Planter: 68,104 sq. ft.	$ .016	$ 1,089.66	$ 13,075.92
E-14 LANDSCAPE PARKWAYS & MEDIANS (currently full service)	Full	Planter: 169,198 sq. ft.	$ .018	$ 3,045.56	$ 36,546.72
	Reduced	Planter: 169,198 sq. ft.	$ .016	$ 2,707.17	$ 32,486.04
E-15 LANDSCAPE PARKWAYS & MEDIANS (currently full service)	Full	Planter: 60,919 sq. ft.	$ .018	$ 1,096.54	$ 13,158.48
	Reduced	Planter: 60,919 sq. ft.	$ .016	$ 974.70	$ 11,696.40

The Total Amount of the Service Proposal shall be based on current service levels (**Full service for E-8 Parkways & Medians, Full service for E-14 Parkways & Medians and for E-15 Parkways & Medians**):

Figures: 64,415. and 64 /100's Dollars

Words: Sixty four thousand four hundred fifteen and sixty four cents /100's Dollars

All work shall be performed in accordance with the Technical Provisions for Full Service or Reduced Service. Determination of the level of service shall be made per written direction by the City. Service levels may be converted from Full to Reduced or from Reduced to Full with 30 days advance written notice by the City.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway, irrigation, and landscaping as set forth in Exhibit A: Scope of Work of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 0 **has/have been received and is/are made a part of this proposal.**

President 2-23-11
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

B. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibit A and Exhibit C

UNIT PRICES (Includes all labor and materials)

1. 1 gal. shrub/vine/ground cover in place	@	$	9.00	ea
2. 5 gal. shrub/vine/ground cover in place	@	$	20.00	ea
3. 5 gal. tree in place (stakes included)	@	$	35.00	ea
4. 15 gal. tree in place (stakes included)	@	$	95.00	ea
5. 24" box tree in place (stakes included)	@	$	250.00	ea
6. 36" box tree in place (guy wires included)	@	$	795.00	ea
7. Flat of ground cover in place	@	$	20.00	ea
8. Planter bed mulch in place	@	$	30.00	/cu. yd
9. Additional labor	@	$	20.00	/man hour
10. Additional Irrigation Technician	@	$	35.00	/man hour

PROPOSER: Merchants Landscape Services, Inc.
(Company Name)

R.F.P. NO. E-81415/11

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

ROUTINE IRRIGATION REPAIR PRICES

1. Irrigation repair parts for routine repairs @ cost plus 15 %

2. Unit prices for Additional Work (additional **FULL SERVICE** landscape areas) per Exhibit C, Section 2.

   A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ .0085 /sq. ft./mo.

   B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ .0177 /sq. ft./mo.

3. Unit prices for Additional Work (additional **REDUCED SERVICE** landscape areas) per Exhibit C, Section 2.

   A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ .008 /sq. ft./mo.

   B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ .017 /sq. ft./mo.

4. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: Merchants Landscape Services, Inc.
(Company Name)

10. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, Section 9 (Schedule II) A. "Bid Schedule"):

Sixty four thousand four hundred fifteen and sixty four cents
(Dollar Amount in Words)

$ 64,415.64
(Dollar Amount in Figures)

Date: February 23, 2011

Proposer: Merchants Landscape Services, Inc.
(Company Name)

By: (Signature)

Title: President

State License Number and Classification: 765658 C27

If a corporation, complete the following:
INCORPORATED UNDER LAWS OF THE STATE OF California

PRESIDENT Mark Brower

(Corporate Seal)

SECRETARY Audrey Haas

R.F.P. NO. E-81415/11

11. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is cash, a cashier's check, or a certified check, or a Proposal Surety Bond for_____, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated February 23, 2011

Signature of Proposer

By Mark Brower

Address of Proposer 8847 W. 9th Street

Rancho Cucamonga, CA. 91730

Telephone Number of Proposer (800) 645-4881

Names and Addresses of Members of the Company:

Mark Brower, President 1510 S. Lyon St., Santa Ana 92705

Theodore Haas, Chairman 1190 Monterey Pass Rd., Monterey Park 91754

(If a Corporation)

Signature of Proposer

By Mark Brower

Title President

Business Address 1510 S. Lyon St.

Santa Ana, CA. 92705

R.F.P. NO. E-81415/11

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of	California
State License Number and Classification	765658 C27
PRESIDENT	Mark Brower
SECRETARY	Audrey Haas
TREASURER	Theodore Haas

(Corporate Seal)

R.F.P. NO. E-81415/11

13. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF Orange)§

(NAME) Mark Brower, affiant being first duly sworn, deposes and says:

That he or she is President of
(sole owner, partner or other proper title)

Merchants Landscape Services, Inc. the party making the
(Contractor)
foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: Merchants Landscape Services, Inc.

Bidder's Address: 8847 W. 9th Street, Rancho Cucamonga, CA. 91730

Telephone No.: (800) 645-4881

(Signature of Bidder)

President
(Title)

ALL SIGNATURES MUST BE NOTARIZED

CALIFORNIA ALL-PURPOSE CERTIFICATE OF AKNOWLEDGMENT

State of: California

County of: ORANGE

On FEBRUARY 23, 2011, before me, TERESA MARCELINO, NOTARY PUBLIC
(name and title of the officer)

personally appeared MARK BROWER

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

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

WITNESS my hand and official seal

Teresa Marcelino
Signature of Notary Public

TERESA MARCELINO
Commission # 1877991
Notary Public - California
Orange County
My Comm. Expires Jan 24, 2014

(Notary Seal)

OPTIONAL INFORMATION

Information below is NOT required by law however may deter fraudulent removal of this form.

Description of Attached Document	Right Thumbprint of Signer	Capacity Claimed by Signer(s)	Right Thumbprint of Signer
Number of Pages _____ Document Date: _____ _____ Title or type of document _____ Additional information		☐ Individual(s) ☐ Corporate Officer _____ ☐ Partner ☐ Attorney-in-Fact ☐ Trustee(s) ☐ Other _____	

MV00203902

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-8 • Promontory Park

The information shown on this map was compiled from the Riverside County GIS database, City of Moreno Valley GIS. The land base and facility information on this map is for assessor purposes only and should not be relied up or used in legal land use decisions or for accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any errors, omissions or damages resulting from the use of this map. This map is made to the best of our ability.

Landscaped Parkway

Landscaped Open Space

Zone E-8 Parcels

MORENO VALLEY

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-12 • Stoneridge Ranch

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Landscaped Parkway

Landscaped Median

Zone E-12

MORENO VALLEY
WHERE DREAMS SOAR

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-14 • Mahogany Fields

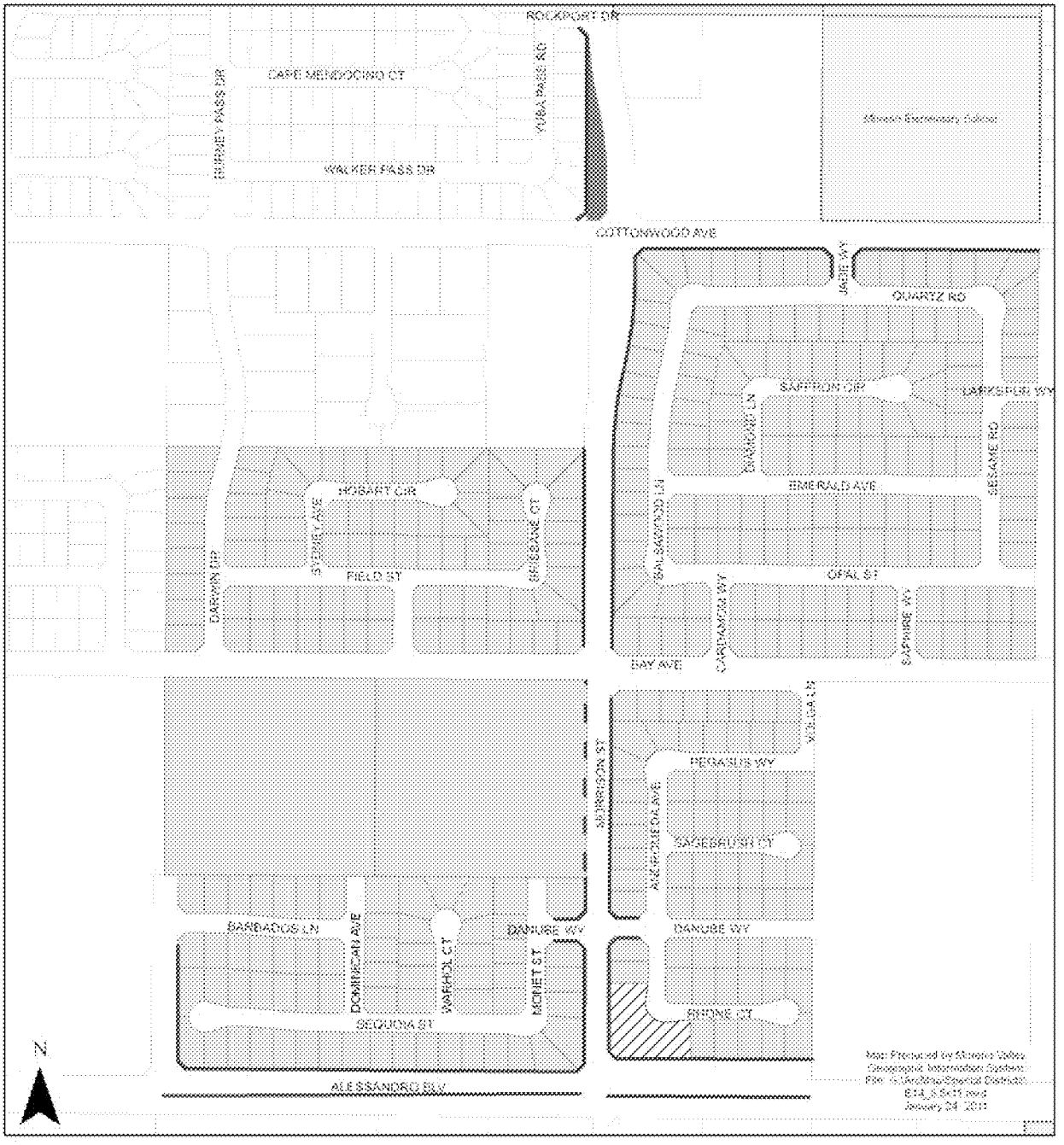

Landscaped Parkway
Future Landscaping
Landscaped Median
Zone E-14 Parcels
Not Part Of E-14 Landscaping
Turf Area

MORENO VALLEY

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-15 • Celebration

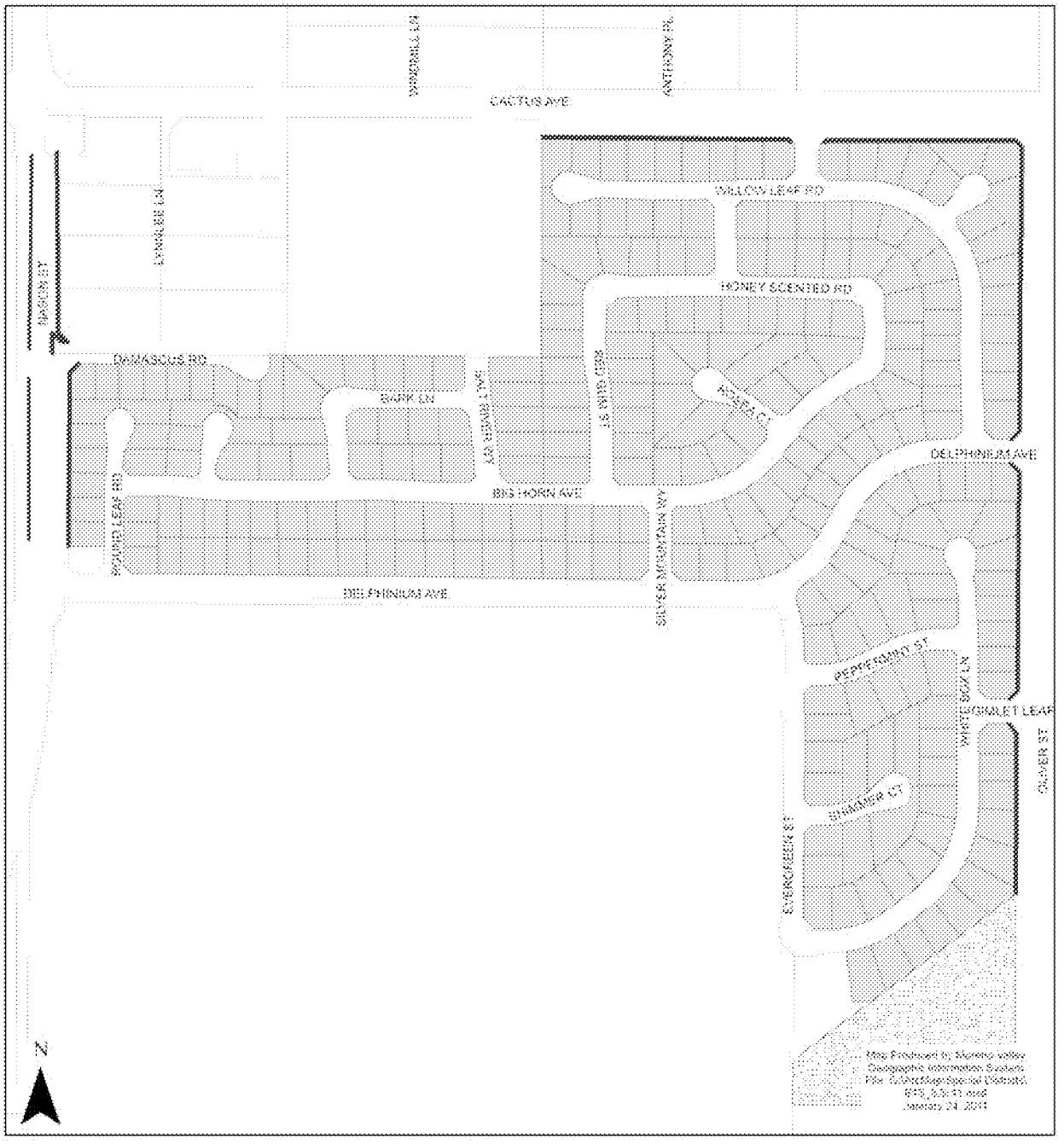

Map Produced by Moreno Valley Geographic Information Systems
File: G:\Arc\Map\Special Districts\
EPD_LS-E15.mxd
January 24, 2011

Landscaped Parkway

Landscaped Median

Landscaped Open Space

Zone E-15 Parcels

MORENO VALLEY
GREAT DREAMS FORT

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: FIRST EXTENSION OF THE AGREEMENT – PROJECT NO. M/12-13 MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY LANDSCAPING AND IRRIGATION

RECOMMENDED ACTION

Recommendations:

1. Approve the First Extension of the Amended Agreement ("First Extension Agreement") for Maintenance of the Median-Monument-Parkway Landscaping and Irrigation for Project No. M/12-13, with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for maintenance of the landscaped medians associated with Zone M (Medians) and medians and designated parkway areas of Zone S (Sunnymead Boulevard).

2. Authorize the City Manager to execute the First Extension Agreement for M/12-13 with TruGreen Landcare.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013, to TruGreen Landcare in the not-to-exceed (NTE) amounts of $79,568.64 ($68,592.72 for Zone M and $10,975.92 for Zone S) for base services and $11,800.00 ($10,200.00 for Zone M and $1,600.00 for Zone S) for additional work.

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include:

Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services.

Zone E (extensive landscape maintenance), provides landscape maintenance services at full (standard) or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), E-15 (Celebration), and E-16 (Shadow Mountain).

Zone M (Commercial, Industrial, and/or Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide, and

Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors that perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement (Agreement). In accordance with the terms of the Agreement, annual extensions of the Agreement (Extension Agreement) may be entered into up to no more than 4 extensions of the original Agreement, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the CSD (District) and Contractor, at the base rate as provided in the Agreement, plus an additional amount for extra or unanticipated work (additional work amount) that may be performed during the term of the Agreement plus any applicable Extension Agreement.

The Agreement or Extension Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. “Base services” include: mowing, edging and trimming of turf grass areas, pruning and trimming of shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes

and groundcovers, and pesticide applications. Base services are performed on a scheduled rotation basis. "Additional work services" include, but are not necessarily limited to, additional labor and material costs for irrigation repairs, plant material replacement, fertilizer applications and the addition of added square footage of landscaped areas to be added to a Zone's service area at the unit prices for additional work as specified in the Amended Agreement.

DISCUSSION

On March 28, 2012, the Special Districts Division of the Financial and Management Services Department (formerly the Public Works Department) received valid proposals from five (5) landscape maintenance firms in response to a Request for Proposal (RFP) to provide maintenance of the landscaped medians-monuments-parkways, and the irrigation system associated with Zone M. On June 12, 2012, upon staff's evaluation of the proposals and recommendation, the City Council, acting in its capacity as the Board of Directors of the Moreno Valley CSD (CSD Board), authorized the award of the contract for landscape maintenance of Zone M, to TruGreen Landcare, Riverside, California (the "Contractor"). With this same action, the CSD Board also authorized the inclusion of Zone S (Sunnymead Boulevard), for maintenance service, which was documented through a First Amendment. The Agreement was further amended to add service Area for Zone M (Sketcher's median) for two months, and to clarify the previously authorized additional work amounts for Zones M and S. The Amended Agreement was for a NTE amount of $77,758.04 for landscape maintenance ($60,982.12 for Zone M base services, $10,975.92 for Zone S base services, $4,600.00 for Zone M additional work, and $1,200.00 for Zone S additional work).

The Contractor has consistently provided satisfactory service in accordance with the terms of the Amended Agreement and has agreed to extend the Amended Agreement based upon the same terms in accordance with the standard service level as outlined in the Amended Agreement for Zone M and S.

Approval of the Extension Agreement for Fiscal Year 2013/14

Approval of the First Extension Agreement is being recommended for authorization in the NTE amount of $91,368.64 ($68,592.72 for Zone M and $10,975.92 for Zone S base maintenance services, and $10,200.00 for Zone M and $1,600.00 for Zone S additional work). This is the first of four possible extensions allowed per the terms of the Amended Agreement.

Authority for City Manager Approval of Extension Agreements for the Balance of Available Extensions to the Agreement.

Pursuant to City Council Resolution No. 2008-115, the City Council shall provide approval of procurements greater than $100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Amended Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the M/12-13 Amended Agreement,

as may be allowed per the terms of the Amended Agreement. Potential extensions are those extensions which may be allowed, contingent upon satisfactory service by the Contractor and concurrence by the City and Contractor to enter into an extension of the Agreement, or the Agreement as Amended.

M/12-13						
	FY 2012/13 Original Amended Agreement[1]	FY 2013/14 Proposed First Extension[2]	FY 2014/15 Potential Second Extension[3]	FY 2015/16 Potential Third Extension[3]	FY 2016/17 Potential Fourth Extension[3]	Cumulative Total
Base	$ 71,958.04	$ 79,568.64	$ 79,568.64	$ 79,568.64	$ 79,568.64	$ 390,232.60
Additional Work	$ 5,800.00	$ 11,800.00	$ 11,800.00	$ 11,800.00	$ 11,800.00	$ 53,000.00
Total	$ 77,758.04	$ 91,368.64	$ 91,368.64	$ 91,368.64	$ 91,368.64	$ 443,232.60

[1] The Original Agreement includes the base amount for Zone M ($59,460.00), plus the inclusion of $1,522.12 in Zone M for two months of the 2012/13 fiscal year (FY) for the added maintenance of the Sketcher's median. This brings Zone M's base amount to a total of $71,958.04 ($60,982.12 for FY 2012/13 for Zone M and $10,975.92 for Zone S).

[2] The base amount includes a full twelve months of the Sketchers median at ($761.06 per month, or an additional $7,610.60 over the 2012/13 Base). The additional work amount reflects a proposed increase for additional irrigation services and replants as may be required during FY 2013/14. Previously City staff responded to a majority of the irrigation repair and inspections; however, with the decrease in staff, the Contractor is providing these services in accordance with the additional work amounts as allowed per the terms of the Agreement. Zone M ($59,460.00, the amount of the Original Agreement, plus the additional 41,250 sq. ft. for the Sketcher's median at a cost of $9,132.72 per year ($761.06 per month) for a cumulative Zone M base amount of $68,982.12) and Zone S base amount of $10,975.92 per year, for a total base amount of $79,568.64.

[3] Extensions beyond 2013/14 are anticipated, based upon presently known information and may change in the future for reasons including, but not limited to adding additional service area, removing existing service area, and emergency work.

Staff is requesting the City Council authorize the City Manager to approve extensions and any necessary amendments up to, as well as associated purchase orders (P.O.) for all remaining extensions available, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council (CSD Board) and demonstration by the Contractor of having provided satisfactory performance of the services, per the terms of the Amended Agreement in the prior year(s), and both the City and the Contractor mutually agreeing to extend the Amended Agreement.

ALTERNATIVES

1. Approve the First Extension Agreement for M/12-13 with TruGreen Landcare in the form attached hereto to provide for the continuation of landscape maintenance services; authorize the City Manager to execute said First Extension Agreement for M/12-13 with TruGreen Landcare; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $91,368.64 ($68,592.72 for Zone M base services, $10,975.92 for Zone S base services, $10,200.00 for Zone M additional work services, and $1,600.00 for Zone S additional work services); and authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement and authorize the associated P.O.s as may be required in accordance

with the terms of the Amended Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will ensure uninterrupted landscape maintenance and irrigation services provided to the medians, monuments and parkways associated with the Zone M and Zone S.*

2. Do not approve the First Extension Agreement for M/12-13 with TruGreen Landcare, in the form attached hereto to provide for the continuation of landscape maintenance services; nor authorize the City Manager to execute said First Extension Agreement for M/12-13 with TruGreen Landcare; nor authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $91,368.64 ($68,592.72 for Zone M base services, $10,975.92 for Zone S base services, $10,200.00 for Zone M additional work services, and $1,600.00 for Zone S additional work services); and do not authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement nor authorize subsequent P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative, there will be an interruption in landscape maintenance and irrigation services provided to the medians, monuments and parkways associated with the Zone M and Zone S.*

FISCAL IMPACT

Administration and maintenance of Zone M is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills. Revenue from the parcel charges collected for Zone M and Zone S may only be used for landscape maintenance services associated with the landscaped medians, monuments and parkways associated with Zone M and designated maintenance of parkway and median areas associated with Zone S. **The costs for the maintenance services have been budgeted, respectively, for these Zones for the coming fiscal year**. **This action will not impact the City's General Fund.**

The following table represents the base and additional work costs for FY 2013/14 associated with the M/12-13 First Extension Agreement for Zone M and Zone S.

Service Area (Zone)	Contractor	GL Account	2013/14 Base Agreement Amount	2013/14 Additional Work Agreement Amount	2013/14 Total Agreement Amount
M	TruGreen Landcare	5112-30-79-25719-62091	$68,592.72	$ 10,200.00	$78,792.72
S	TruGreen Landcare	5114-30-79-25720-62091	$ 10,975.92	$ 1,600.00	$ 12,575.92
		Total	$79,568.64	$ 11,800.00	$91,368.64

CITY COUNCIL GOALS

Community Image and Positive Environment:

City Council in their capacity as the CSD Board will allow for the continued promotion of community image, as well as neighborhood pride and cleanliness, through continued maintenance of parkways and medians of CSD maintained landscaped areas by approval of this item.

NOTIFICATION

N/A

ATTACHMENTS

1. Attachment 1 – First Extension Agreement for M/12-13 for FY 2013/14
2. Attachment 2 – Second Amendment to the Agreement for M/12-13
3. Attachment 3 – First Amendment to the Agreement for M/12-13
4. Attachment 4 – Agreement for M/12-13 for FY 2012/13
5. Attachment 5 – Site Map – Zone M (Medians) and Zone S (Sunnymead Boulevard)

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

FIRST EXTENSION AGREEMENT
PROJECT NO. M/12-13

MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **TruGreen Landcare** (hereafter, "Contractor"); and,

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated August 13, 2012, referencing Project No. M/12-13 for the maintenance of the District's Median-Monument-Parkway landscaping and irrigation systems located within Zone M; and,

WHEREAS, a First Amendment to the Agreement was entered into on October 3, 2012, to include Zone S (Sunnymead Boulevard); and,

WHEREAS, a Second Amendment to the Agreement (Agreement, First Amendment and Second Amendment, collectively referred to as the "Amended Agreement") was approved by the CSD Board in May of 2013, to include additional median area to Zone M; and,

WHEREAS, landscape maintenance services as provided during the initial term of the Amended Agreement were sufficiently performed; and,

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Amended Agreement; and,

WHEREAS, the Amended Agreement as extended, hereinafter "First Extension Agreement" shall be extended for a period of twelve (12) months under the following terms:

1. The First Extension Agreement period shall commence on **July 1, 2013** and shall terminate on **June 30, 2014.**

2. In accordance with Exhibit D., 1., B., of the Agreement, this First Extension Agreement shall be considered the first of four possible Extensions of the Amended Agreement, and include those areas as provided in the Amended Agreement.

3. For the period of this First Extension Agreement and except where additional compensation is specifically provided for in the Amended Agreement, the District will pay the Contractor for work (labor, materials, supplies, equipment, etc.) performed under this First Extension Agreement for maintenance of the parkway and median areas of Zone S and Zone M consistent with the payment terms of the Amended Agreement, in the total amount of **SIX THOUSAND SIX HUNDRED THIRTY AND 72/100 DOLLARS ($6,630.72)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **SEVENTY-NINE THOUSAND FIVE HUNDRED SIXTY-EIGHT AND 64/100 DOLLARS ($79,568.64).**

4. Notwithstanding, Exhibit E, I., D., of the Agreement, the unit cost set forth in the Additional Work Price List, for any additional landscape areas added to the project during the period of this First Extension Agreement not presently identified herein shall be as follows:

    A. Unit prices for Additional Work landscape areas:

        1. Additional parkway areas, planters (trees to 18-feet height, shrubs, ground cover included, as applicable). **$0.01845/sq.ft./mo**.

        2. Additional parkway areas, turf (trees to 18-feet height, shrubs, ground cover included, as applicable). **$0.01845/sq.ft./mo**.

5. Notwithstanding Exhibit C., 2 E. of the Agreement, for the period of this First Extension and except as specifically approved by subsequent action of the CSD Board or the City Manager as directed by the CSD Board, the Director (the Chief Financial Officer/City Treasurer or their designated appointee) may not authorize additional work pursuant to this First Extension Agreement or the Amended Agreement in excess of the cumulative total of **ELEVEN THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS ($11,800.00).** This additional work amount would allocate ten thousand two hundred and 00/100 dollars ($10,200.00) to Zone M and one thousand six hundred and 00/100 dollars ($1,600.00) to Zone S.

6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

FIRST EXTENSION AGREEMENT
PROJECT NO. M/12-13
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY
LANDSCAPING AND IRRIGATION

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor: TruGreen Landcare
By: _____	By: _____
Title: City Manager, Acting in the capacity of District Manager to the Moreno Valley Community Services District	Title: (President or Vice President)
Date: _____	Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary

Date: _____
Affix Corporate Seal Below

SECOND AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT MORENO VALLEY COMMUNITY SERVICES DISTRICT MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY LANDSCAPING AND IRRIGATION

PROJECT NO. M/12-13

This Second Amendment to the Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT, a municipal corporation, herein referred to as "City," and TruGreen Landcare, a California General Partnership herein referred to as "Contractor."

RECITALS:

WHEREAS, the City and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for PROJECT NO. M/12-13, herein referred to as "Agreement," dated July 3, 2012; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform maintenance of the median-monument-parkway landscape and irrigation of the identified landscape areas; and,

WHEREAS, the Agreement was amended (First Amendment to the Independent Contractor Agreement hereinafter to as "First Amendment") to include the addition of Zone S (Sunnymead Boulevard) at a maintenance service frequency, per the Agreement provided on a once every four week rotation basis, ("Level 1 service"); and,

WHEREAS, the cost for Level 1 service is being provided at a rate of $0.01845 per sq. ft., per month; and,

WHEREAS, the not-to-exceed (NTE) cost of the First Amendment increased the NTE cost of the Agreement from $59,460.00 to $70,435.92 to include $10,975.92 for Zone S (49,575 sq. ft., at $0.01845 per sq. ft. per month); and,

SECOND AMENDMENT TO THE AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. M/12-13

WHEREAS, the NTE cost of the First Amendment, should have referenced the CSD Board approved and authorized additional work amounts for Zones M and S, which were authorized by the CSD Board at their regular meeting held June 12, 2012, in the amount of $5,800.00 ($4,600.00 for Zone M and $1,200.00 for Zone S) as per the Agreement Exhibit C.,2., E.; and,

WHEREAS, it is desirable to further amend the Agreement (Second Amendment to the Independent Contractor Agreement hereinafter "Second Amendment") to include 41,250 sq. ft. of additional planter area (identified as site No. 20) as part of Zone M at the Level 1 service; and,

WHEREAS, it is desirable to amend the Agreement to increase the NTE fee amount of the Agreement to accommodate the addition of certain landscape areas, as is more particularly described in Section 1 of this Second Amendment for the balance of the term of the Agreement through June 30, 2013; and,

WHEREAS, the Contractor has submitted a written Proposal dated April 25, 2013, a copy of which is attached as Exhibit A to this Second Amendment, and is incorporated herein by this reference, to address the additional planter area to Zone M.

SECTION 1. AMENDMENT to the AGREEMENT:

1.1 Exhibit A to the Agreement, is hereby further amended by modifying the PROJECT LOCATION MAP to include the addition of the Zone M median (Site No. 20), located along Eucalyptus Avenue (Sketchers Median).

1.2 Exhibit C to the Agreement as first amended is hereby further amended, by way of this Second Amendment, to revise the PAYMENT TERMS section from the NTE fee of $70,435.92, to the new NTE fee of $77,758.04, an increase of $7,322.12 ($4,600.00 for Zone M additional work, $1,200.00 for Zone S additional work, and $1,522.12 to fund the additional 41,250 sq. ft. of planter area in Zone M), the additional $1,522.12 will allow service and payment of service for the

remaining months of FY 2012/13 (May 2013 and June 2013) at a rate of $761.06 per month for the added median area (Site No. 20), which may be added to any Extension of the Agreement at an annual rate of $761.06 per month.

1.3 The City agrees to pay the Contractor and the Contractor agrees to receive the amended NTE fee of $77,758.04, which includes the additional compensation of $1,522.12 as set forth in 1.2 herein, in consideration of the Contractor's performance of the work set forth in Exhibit A to this Second Amendment.

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

SECOND AMENDMENT TO THE AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. M/12-13

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

Moreno Valley Community Services District	Contractor TruGreen Landcare
By: _____	By: _____
Title: City Manager, Acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District	Title: (President or Vice President)
Date: _____	Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)
Date: _____

Affix Corporate Seal Below
(If applicable)

FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT MORENO VALLEY COMMUNITY SERVICES DISTRICT MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY LANDSCAPING AND IRRIGATION

PROJECT NO. M/12-13

This First Amendment to Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT, a municipal corporation, hereinafter referred to as "City," and TruGreen Landcare, a California General Partnership hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the City and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for PROJECT NO. M-12/13, hereinafter referred to as "Agreement," dated July 3, 2012; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform maintenance of median-monument-parkway landscape and irrigation of the identified landscape areas; and,

WHEREAS, the cost for Level 1 service is currently being provided at a rate of $0.01845 per sq. ft.; and,

WHEREAS, the original Agreement was authorized in the not-to-exceed (NTE) amount of $59,460 to be paid at a rate of $4,955 on a monthly basis in arrears; and,

WHEREAS, it is desirable to amend the Agreement to increase the NTE fee amount of the Agreement to accommodate the addition of certain landscape areas, as is more particularly described in Section 1 of this Amendment; and,

Whereas, the Contractor has submitted written acceptance dated May 10, 2012, a copy of which is attached as Exhibit "A" to this Amendment, and is incorporated herein by this reference, to address the additional service areas, which include the addition of Zone S (Sunnymead Boulevard).

FIRST AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. M/12-13

SECTION 1 AMENDMENT to ORIGINAL AGREEMENT:

1.1 Exhibit "A" to the Agreement is hereby amended by adding to the "PROJECT LOCATION MAP" section Exhibit "B" to this First Amendment, entitled "Moreno Valley Community Services District Extensive Landscaping & Irrigation", which generally identifies the location of the median-monument-parkway landscaping and irrigation.

1.2 Exhibit "C" to the Agreement is hereby amended by revising the "PAYMENT TERMS" section from the NTE fee of $59,460 to the new NTE fee of $70,435.92, which includes the $10,975.92 (49,575 sq. ft., Level 1 service at $0.01845 per sq. ft. per month) increase for additional work as described herein this First Amendment to the Agreement.

1.3 The City agrees to pay the Contractor and the Contractor agrees to receive the amended NTE fee of $70,435.92, which includes the additional compensation of $10,975.92 as set forth in 1.2 herein, which references the amended "TERMS OF PAYMENT," in consideration of the Contractor's performance of the work set forth in Exhibit "A" to this First Amendment.

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. M/12-13

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: Michelle Dawson

Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District

Date: 10/3/12

Contractor

By:

Title: (President or Vice President)
Martin McKenna
Branch Manager

Date: 9/11/12

By:

Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date:

Affix Corporate Seal Below
(If applicable)

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

Suzanne Bryant
Deputy City Attorney

10-1-12
Date

RECOMMENDED FOR APPROVAL:

Department Head

10/2/12
Date

Sharon Goodale-Sharp

From: Jared Rice <jared.rice@landcare.com>
Sent: Thursday, May 10, 2012 8:18 PM
To: Sharon Goodale-Sharp
Cc: Conrado Sigala
Subject: Fwd: Zone M Proposal & Inclusion of Added Area Zone S

Sharon-

Thank you so much for the great news below. Please let this serve as written acceptance to the below.

Please let me know if you need anything else from me. We look forward to working with you.

Thank you again.

Jared Rice
Branch Manager
TruGreen LandCare
c- (858) 337-9163
We Strive for 10/5!

---------- Forwarded message ----------
From: **Conrado Sigala** <conrado.sigala@landcare.com>
Date: Tue, May 8, 2012 at 3:35 PM
Subject: Fwd: Zone M Proposal & Inclusion of Added Area Zone S
To: Jared Rice <Jared.Rice@landcare.com>

---------- Forwarded message ----------
From: **Sharon Goodale-Sharp** <sharong@moval.org>
Date: Tue, May 8, 2012 at 3:27 PM
Subject: Zone M Proposal & Inclusion of Added Area Zone S
To: "conrado.sigala@landcare.com" <conrado.sigala@landcare.com>

Conrado -

After careful consideration, the Special Districts Division is recommending award of the contract for Zone M (Medians) Maintenance of Median-Monument-Parkway Landscaping & Irrigation to TruGreen Landcare. We have spoken with your Branch Manager, Jared Rice, to let him know that we are

EXHIBIT A

recommending to the CSD Board the formal award of the contract, which will be presented to the CSD Board (City Council) at the June 12, 2012 City Council meeting.

Additionally, in speaking with your Branch Manager we also extended an invitation to add additional service area to the Zone M contract at the additional cost per sq. ft. rate of $0.01845. This area is Zone S (Sunnymead Boulevard) and the request was to provide maintenance of the parkway & median landscaping & irrigation within that area. Per Dan Monto, Senior Landscape Services Inspector, for the Special Districts Division of the Public Works Department, Zone S is estimated at 49,575 sq. ft. of landscaped area and is located along Sunnymead Boulevard, between Frederick Street and Perris Boulevard. This would add an additional $10,975.91 to the contract for a combined contract amount of $70,435.91 for the 12 month period (July 1, 2012 – June 30, 2013). The breakdown would be Zone M ($59,460.00) and Zone S ($10,975.91).

Please send us a written confirmation of acceptance of this additional service area. Upon the CSD Board's approval, contracts will be mailed for formal signature and purchase orders will be prepared upon final execution of the contract documents.

If you have any questions, please let me know.

Sincerely,

Sharon Sharp

Senior Management Analyst

City of Moreno Valley

Special Districts Division

Public Works Department

P: (951) 413-3491

sharong@moval.org

--

Conrado Sigala
Account Manger
Branch 6169
[redacted]
1616 Marlborough Ave.Bldg. S
Riverside, CA 92507
Office Phone 951-688-6880
Office Fax 951-686-1486
Cell Phone 951-537-4737

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone M • Median - Monument - Parkway

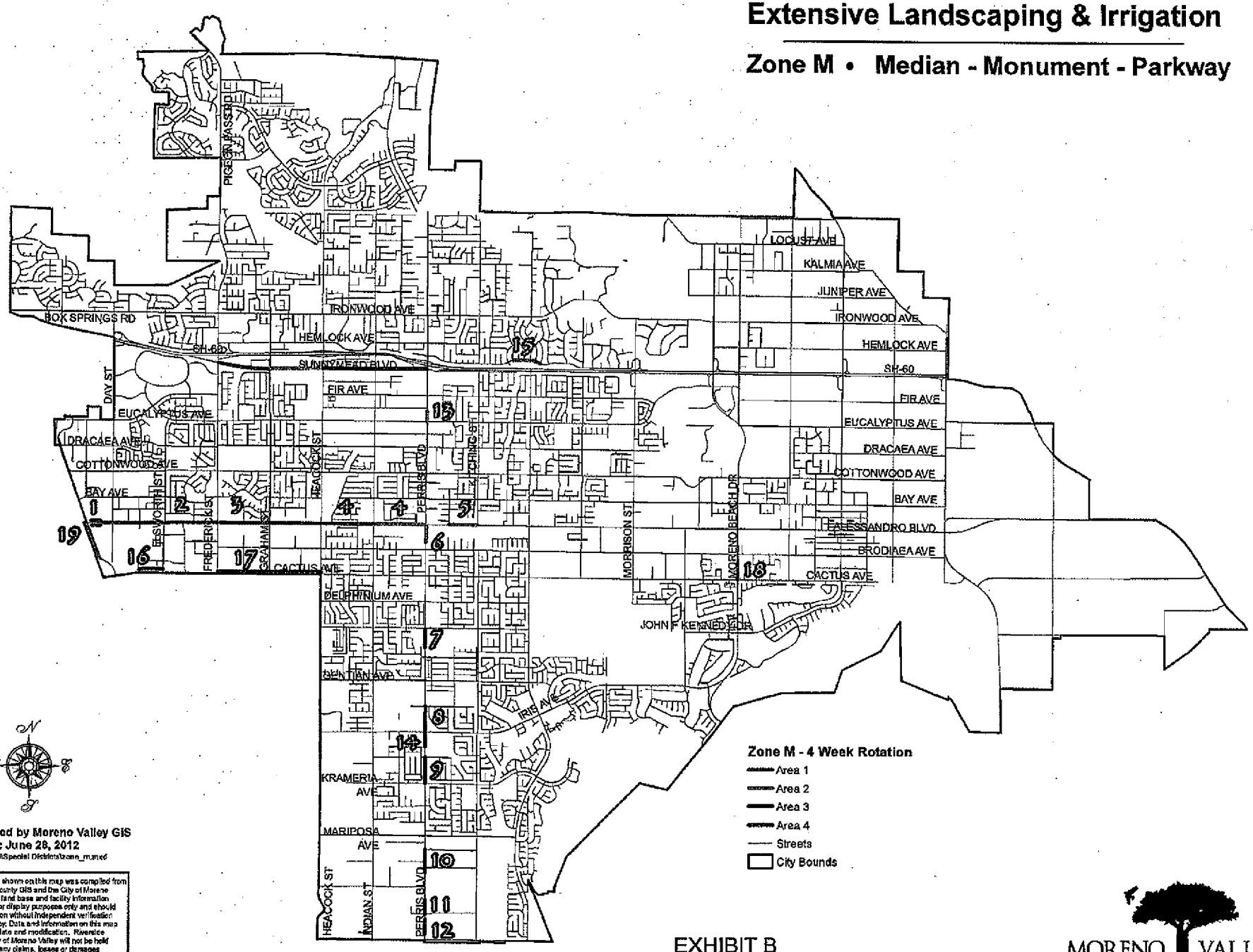

Map Created by Moreno Valley GIS
Print Date: June 28, 2012
File: G:\ArcMap\Special Districts\zone_m.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

EXHIBIT B

MORENO VALLEY
WHERE DREAMS SOAR

MV00203926

RFP NO. M/12-13

INDEPENDENT CONTRACTOR AGREEMENT

RFP NO. M/12-13
PROJECT NO. M/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE M (MEDIANS)
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY
LANDSCAPING AND IRRIGATION

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name	TruGreen Landcare
Street Address	1616 Marlborough Ave., Suite. S
Street Address	
City, State, Zip	Riverside, CA 92507
Mailing Address	
(If same as Street Address,	Same
write same or same as above)	
Business Phone (with area code)	(951) 688-6880
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	
Fax Number	
Email Address	
Social Security Number	
Business License Number	07754
Federal Tax ID Number	
Contractor's License Number & Classification	C27/D49

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contract Starting Date is July 1, 2012 and the Contract Ending Date is June 30, 2013. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will consider Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

A. Control of Work. Except for compliance with service schedules, general and technical specification provisions (which may also be referred to herein as specifications) and performance standards as provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Contract.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (District), and the their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, Housing Authority's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, Housing Authority, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide

legal defense for both the Contractor and the City, Housing Authority, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Contract

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/District/Housing Authority premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.
By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City's Risk Manager prior to the execution of this Contract. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, the Moreno Valley Community Services District, and, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the City of amendment or cancellation, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this

Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.

J. Termination.

1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.

2. The District may terminate this Contract without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall

govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor: 1616 Marlborough Ave Bldg. S.
[Mailing Address (Post Office Box, if applicable)] Riverside, CA 92507
(951) 688-6880
[Telephone number]
(951) 686-1436
[Fax number]
Martin.McKenna@landcare.com
[Email address]

With a copy to:
[Attorney for Contractor, if applicable]
[Street Address]
[Post Office Box, if applicable]
[City, State, Zip]
[Telephone number]
[Fax number]
[Email address]

To District (CSD): MORENO VALLEY COMMUNITY SERVICES DISTRICT
Public Works Department
Special Districts Division
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto, Senior Landscape Services Inspector
Telephone number: 951.413.3480
Fax Number: 951.413.3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951.413.3036
Fax number: 951.413.3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: Michelle Dawson
Title: for City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District

Date: 8/13/12

Contractor

By:
Title: (~~President~~ or ~~Vice President~~)
Branch Manager

Date: 7/3/12

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

8/8/12
Date

RECOMMENDED FOR APPROVAL:

Department Head

8/13/12
Date

By:
Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date:

Affix Corporate Seal Below
(If applicable)

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of RIVERSIDE

On 7/9/12 before me, R. CASTRO NOTARY PUBLIC
(Here insert name and title of the officer)

personally appeared MARTIN J. McKENNA,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

R. CASTRO
Commission # 1845361
Notary Public - California
San Bernardino County
My Comm. Expires Apr 19, 2013

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

Bond Executed in Triplicate

BOND NO. 024047052

PREMIUM $ $595.00

Effective July 1, 2012 - June 30, 2013

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

RFP NO. M/12-13
PROJECT NO. M/12-13
MORENO VALLEY COMMUNITY SERVICES DISTRICT ZONE M (MEDIANS)
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the Board of Directors of the Moreno Valley Community Services District, State of California,, known as "CSD," has awarded to *(See Below) as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as **PROJECT NO. M/12-13**, is hereby referred to and made a part hereof; and

*TruGreen LandCare, a California General Partnership

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and Liberty Mutual Insurance Company as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of Fifty Nine Thousand Four Hundred Sixty & 00/100 dollars, ($ 59,460.00), lawful money of the United States, to be paid to the said CSD or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the CSD, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the CSD in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. M/12-13

BOND NO. 024047052

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this 3rd day of July 2012.

CONTRACTOR (Principal)	SURETY
Contractor Name: TruGreen LandCare, a California General Partnership	Name: Liberty Mutual Insurance Company
Address: 1616 Marlborough Ave, Bldg S Riverside, CA 92507	Address: 790 The City Drive South, Suite 200 Orange, CA 92868
Telephone No.: 951-688-6880	Telephone No.: 714-634-3311
Print Name: Dennis Langer, Attorney-in-Fact	Print Name: Paul Boucher, Attorney-in-Fact Attorney-in-Fact
Signature:	Signature:

Approved as to Form this
6 day of 8 2012

City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1905).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On JULY 3, 2012 (Date) before me, MISTY DAWN WRIGHT, NOTARY PUBLIC (Here Insert Name and Title of the Officer),

personally appeared DENNIS LANGER (Name(s) of Signer(s)),

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

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

Witness my hand and official seal.

Signature [signature] (Signature of Notary Public) MISTY DAWN WRIGHT

MISTY DAWN WRIGHT
COMM. #1896716
Notary Public California
LOS ANGELES COUNTY
My Comm. Exp. JULY 24, 2014

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: PERFORMANCE BOND

Document Date: JULY 3, 2012 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On JULY 3, 2012 (Date) before me, MISTY DAWN WRIGHT, NOTARY PUBLIC (Here Insert Name and Title of the Officer),

personally appeared PAUL BOUCHER (Name(s) of Signer(s)),

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

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

Witness my hand and official seal.

Signature (Signature of Notary Public) MISTY DAWN WRIGHT

MISTY DAWN WRIGHT
COMM. #1896716
Notary Public California
LOS ANGELES COUNTY
My Comm. Exp. JULY 24, 2014

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: PERFORMANCE BOND

Document Date: JULY 3, 2012 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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TRUGREEN LandCare℠

POWER OF ATTORNEY

TruGreen LandCare L.L.C. ("TruGreen"), a Delaware Limited Liability Company, with its principal place of business located at 9416 Doctor Perry Road, Ijamsville, Maryland 21754, and a Federal Employer Identification Number of 36-4313318, hereby constitutes and appoints, jointly and severally, the employees of Lockton Insurance Brokers LLC ("Lockton") identified below, as its true and lawful attorney-in-fact, to execute all surety bonds with a face amount of up to $1,000,000 issued on behalf of TruGreen or any of TruGreen's direct and/or indirect subsidiaries as set forth herein.

EMPLOYEE	LOCATION
Paul Boucher	Lockton Insurance Brokers LLC-Los Angeles
Janina Monroe	Lockton Insurance Brokers LLC-Irvine
Sarah Campbell	Lockton Insurance Brokers LLC-Los Angeles
Dennis Langer	Lockton Insurance Brokers LLC-Los Angeles
Yalonda Eubank	Lockton Insurance Brokers LLC-Los Angeles
Richard A. Roderick	Lockton Insurance Brokers LLC-Los Angeles
Heather Win	Lockton Insurance Brokers LLC-Los Angeles
Misty Wright	Lockton Insurance Brokers LLC-Los Angeles
Debra J. Scarborough	Lockton Insurance Brokers LLC-Kansas City
Christy M. McCart	Lockton Insurance Brokers LLC-Kansas City

This Power of Attorney supersedes all prior Power of Attorney executed for this purpose and shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days' written notice.

This Power of Attorney shall include the following direct and indirect subsidiaries of TruGreen and any and all direct and/or indirect subsidiaries that are acquired or formed by TruGreen after the execution of this Power of Attorney.

SUBSIDIARIES	FEDERAL EMPLOYER IDENTIFICATION NUMBER
TruGreen LandCare, a California General Partnership	36-4313318
TruGreen LandCare of Nevada L.L.C.	36-4345959
TruGreen LandCare of Alabama L.L.C.	36-4345958
Minnesota Lawn Maintenance, Inc.	41-1766873

IN WITNESS WHEREOF, the individual signing below affirms his/her authority to sign this Power Of Attorney on behalf of TruGreen LandCare L.L.C. and to grant the powers contained herein.

Dated this 17 th day of May, 2012

TruGreen LandCare L.L.C.

By: _____
Vidyadhar KulKarni, President & CEO

(Signature to be notarized)

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THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND. 5217833

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. _____

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, PAUL BOUCHER, JANNA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE, DENNIS LANGER,

all of the city of LOS ANGELES, state of CALIFORNIA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of March, 2012.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: _____
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 5th day of March, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: _____
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and biding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of JUL 03 2012, 20_____

By: _____
David M. Carey, Assistant Secretary

POA - AFCC, LMIC, OCIC, PIC & WAIC
LMS 12873 012012

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

LABOR AND MATERIAL BOND
PROJECT NO. M/12-13

WITNESS our hands this 3rd day of July, 20 12.

PRINCIPAL	SURETY
Name: TruGreen LandCare, a California General Partnership	Name: Liberty Mutual Insurance Company
Address: 1616 Marlborough Ave, Bldg S Riverside, CA 92507	Address: 790 The City Drive South, Suite 200 Orange, CA 92868
Telephone Number: 951-688-6880	Telephone Number: 714-634-3311
By:	By:
Title: Dennis Langer, Attorney-in-Fact	Title: Paul Boucher, Attorney-in-Fact
By:	By:
Title:	Title:

Approved as to form this 8 day of 8, 2012.

City Attorney, In the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surely must be registered as an admitted insurer in at least one county in the State of California.
- **The bond shall include an attached Notary Certificate for the Attorney-In-Fact and the Contractor.**
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-In-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (Contractor) and Surely may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On JULY 3, 2012 (Date) before me, MISTY DAWN WRIGHT, NOTARY PUBLIC (Here Insert Name and Title of the Officer),

personally appeared DENNIS LANGER (Name(s) of Signer(s)),

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

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

Witness my hand and official seal.

Signature _____ (Signature of Notary Public) MISTY DAWN WRIGHT

MISTY DAWN WRIGHT
COMM. #1899716
Notary Public California
LOS ANGELES COUNTY
My Comm. Exp. JULY 24, 2014

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: PAYMENT BOND

Document Date: JULY 3, 2012 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On JULY 3, 2012 (Date) before me, MISTY DAWN WRIGHT, NOTARY PUBLIC (Here Insert Name and Title of the Officer),

personally appeared PAUL BOUCHER (Name(s) of Signer(s)),

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

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

Witness my hand and official seal.

Signature _____ (Signature of Notary Public) MISTY DAWN WRIGHT

MISTY DAWN WRIGHT
COMM. #1890716
Notary Public California
LOS ANGELES COUNTY
My Comm. Exp. JULY 24, 2014

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: PAYMENT BOND

Document Date: JULY 3, 2012 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney In Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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TRUGREEN LandCare™

POWER OF ATTORNEY

TruGreen LandCare L.L.C. ("TruGreen"), a Delaware Limited Liability Company, with its principal place of business located at 9416 Doctor Perry Road, Ijamsville, Maryland 21754, and a Federal Employer Identification Number of 36-4313318, hereby constitutes and appoints, jointly and severally, the employees of Lockton Insurance Brokers LLC ("Lockton") identified below, as its true and lawful attorney-in-fact, to execute all surety bonds with a face amount of up to $1,000,000 issued on behalf of TruGreen or any of TruGreen's direct and/or indirect subsidiaries as set forth herein.

EMPLOYEE	LOCATION
Paul Boucher	Lockton Insurance Brokers LLC-Los Angeles
Janina Monroe	Lockton Insurance Brokers LLC-Irvine
Sarah Campbell	Lockton Insurance Brokers LLC-Los Angeles
Dennis Langer	Lockton Insurance Brokers LLC-Los Angeles
Yalonda Eubank	Lockton Insurance Brokers LLC-Los Angeles
Richard A. Roderick	Lockton Insurance Brokers LLC-Los Angeles
Heather Win	Lockton Insurance Brokers LLC-Los Angeles
Misty Wright	Lockton Insurance Brokers LLC-Los Angeles
Debra J. Scarborough	Lockton Insurance Brokers LLC-Kansas City
Christy M. McCart	Lockton Insurance Brokers LLC-Kansas City

This Power of Attorney supersedes all prior Power of Attorney executed for this purpose and shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days' written notice.

This Power of Attorney shall include the following direct and indirect subsidiaries of TruGreen and any and all direct and/or indirect subsidiaries that are acquired or formed by TruGreen after the execution of this Power of Attorney.

SUBSIDIARIES	FEDERAL EMPLOYER IDENTIFICATION NUMBER
TruGreen LandCare, a California General Partnership	36-4313318
TruGreen LandCare of Nevada L.L.C.	36-4345959
TruGreen LandCare of Alabama L.L.C.	36-4345958
Minnesota Lawn Maintenance, Inc.	41-1766873

IN WITNESS WHEREOF, the individual signing below affirms his/her authority to sign this Power Of Attorney on behalf of TruGreen LandCare L.L.C. and to grant the powers contained herein.

Dated this 17 th day of May, 2012

TruGreen LandCare L.L.C.

By: _____
Vidyadhar KulKarni, President & CEO

(Signature to be notarized)

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THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND. 5217838

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. _____

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, PAUL BOUCHER, JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE, DENNIS LANGER,

all of the city of LOS ANGELES, state of CALIFORNIA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of March, 2012.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: _____
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 5th day of March, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – **SECTION 5.** Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and biding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of JUL 03 2012, 20_____.

By: _____
David M. Carey, Assistant Secretary

POA -AFCC, LMIC, OCIC, PIC & WAIC
LMS 12873_012012

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

MV00203948

EXHIBIT A

RFP NO. M/12-13
PROJECT NO. M/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE M (MEDIANS)
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY
LANDSCAPING AND IRRIGATION

1. GENERAL PROVISIONS - SCOPE OF WORK

A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the Board of Directors of the Moreno Valley Community Services District establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 20, Project Location Map.

B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf, groundcover, and shrub areas designated hereunder; regularly maintain and prune those portions of trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Specification Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.

E. All work shall be performed in accordance with the General and Technical Specification Provisions of this Contract and in accordance with an approved service schedule, as approved by the Director. Service schedules may be modified with 30 days advance written notice by the District.

2. GENERAL PROVISIONS - SCHEDULING OF WORK

A. The Contractor will adhere to the facilities, equipment and monthly and annual work schedules submitted as a part of the Contractor's RFP, and incorporated herein by this reference. These schedules, and any approved revisions thereto, will be used by the District as a basis for determining Contractor's satisfactory performance.

B. Revisions to facilities, equipment, or monthly and annual work schedules may not be implemented without the prior written approval of the Director. The Contractor is required to submit proposed revisions regarding facilities, equipment or monthly and annual work schedules in writing to the District at the address as set forth in the Independent Contractor Agreement, Section 3, paragraph N. at least ten (10) working days prior to commencing work per the proposed revisions.

C. Failure to submit proposed revisions concerning facilities, equipment, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations. Specialty type maintenance operations includes, but is not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

F. When inclement weather renders performance per the approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor is required to adjust his work force in order to accomplish those work items not affected by weather, and will contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-performance penalties per Exhibit C, Section 4

G. For the purposes of this Contract, "Working Days" are Mondays through Thursdays, excluding holidays as provided herein. On those days maintenance is to be provided pursuant to the work schedule as approved by the Director. The hours of on site maintenance service will be from 7:00 a.m. to 4:30 p.m., not including mobilization to or from work site. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day in advance for the Director's approval.

3. GENERAL PROVISIONS - FUNCTIONS AND RESPONSIBILITIES

A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Appendix B, Monthly Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

C. The Director may require the Contractor to attend meetings with the District field staff at some fixed interval to review the Contractor's operations, and schedule future work as may be ordered by the Director. Failure to attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. The Contractor shall maintain an office at some fixed place, and be listed in the telephone directory in Contractor's own name or in the Contractor's company name. Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph E. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by telephone, written email, written mailed correspondence or facsimile transmission. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at **<u>any</u>** time:

1. City Manager
2. Director of Public Works
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Street Maintenance Supervisor
7. Senior Landscape Services Inspector
8. Landscape Services Inspector
9. Landscape Irrigation Technician

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. GENERAL PROVISIONS - CONTRACTOR'S STAFF

A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.

C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.

D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements.

   Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. GENERAL PROVISIONS - EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

6. GENERAL PROVISIONS - COMPLAINTS

A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.

B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Exhibit A, Section 3, paragraph B.

C. In addition to the provisions of Section 6., paragraph A. in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. GENERAL PROVISIONS - SAFETY

A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2010 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Exhibit A Section 3, paragraph B., above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Section 3, paragraph J of the Independent Contractor Agreement.

8. USE OF CHEMICALS

A. Before the beginning of the Contract period, the Contractor is required to submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS) of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.

B. Director shall be notified in writing of any changes or deviations from the list as referenced in Exhibit A, Section 8, Paragraph A. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.

D. Contractor shall report all fertilizers and pesticides used in the performance of the work as an element of Contractor's Monthly Report, as set forth in Exhibit A, Section 3, paragraph B. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City and the Community Services District of the City of Moreno Valley (CSD). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City or CSD and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the CSD that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.

B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars ($25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Drive, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL SPECIFICATION PROVISIONS

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed per the Frequency of Service table, as set forth in Exhibit E. Should weather and/or site conditions preclude the normally scheduled frequency of this service during any month, or portion thereof, the maintenance schedule shall be modified at the discretion and approval of the Director.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Specification Provisions - Fertilization, Section 18.

13. Pest control: See Technical Specification Provisions - Pesticide Use, Section 19.

14. Aeration:

    (a) All turf areas shall be aerated at the frequency as set forth per the frequency of service table, in Exhibit E, unless otherwise directed by the Director;

    (b) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

    (c) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

    (d) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

    (e) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Specification Provisions – Fertilization, Section 18.

15. Renovation/thatching and additional aeration operations are to be considered Additional Work, per Exhibit C., Section 2.

16. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Trees shall be pruned at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Portions of trees up to eighteen feet (18') in height shall:

   (a) Be pruned to enable successful adaptation to their particular site situation;

   (b) Have no more than one-third (1/3) of living branches removed annually;

   (c) Be fertilized only as directed by District field staff.

6. Portions of trees over eighteen feet (18') in height shall:

   (a) Be inspected annually;

   (b) Pruned and/or trimmed as necessary to maintain proper site orientation;

   (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

   (d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order.

(b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall not be allowed:

   (a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

   (c) Use of pruning paint/pruning compound/wound dressing;

   (d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Specification Provisions – Pesticide Use, Section 19.

13. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Shrubs shall be pruned and/or trimmed per the frequency of service table, as set forth in Exhibit E, unless otherwise directed by the Director, in order to

(a) Remove dead, diseased, or damaged branches;

(b) Remove unwanted encroachments into public and/or utility rights-of-way;

(c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned in a manner that will:

(a) Enable successful adaptation to their particular site situation;

(b) Follow the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

6. Pruning tools must:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices are not allowed:

(a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") <u>will be done only when authorized by the Director on a site-specific basis</u>.

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

(c) Use of pruning paint/pruning compound/wound dressing.

8. Fertilization: See <u>Technical Specification Provisions - Fertilization</u>, Section 18.

9. Pest control: See <u>Technical Specification Provisions –Pesticide Use</u>, Section 19.

10. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Technical Specification Provisions, ground covers

are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed per the frequency of service table, as set forth in Exhibit E , unless otherwise directed by the Director in order to:

   (a) Remove dead, diseased, or damaged branches/crowns;

   (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

   (c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

   (a) To enable successful adaptation to their particular site situation;

   (b) In accordance with accepted practices for the particular species in question;

5. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Specification Provisions - Fertilization, Section 18.

8. Pest control: See Technical Specification Provisions –Pesticide Use, Section 19.

9. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

E. WEED CONTROL

1. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds

2. Weed control shall be addressed per the frequency of service table, as set forth in Exhibit E, unless otherwise directed by the Director.

3. Chemical weed control: See Technical Specification Provisions – Pesticide Use, Section 19.

4. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.

5. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

6. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. Said maintenance shall include, but not be limited to: visual and operational inspections; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

3. For the purposes of this section, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers, sprinkler components, drip systems (including dripper line, emitters, and any and all related components), and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

(a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage;

(b) Be turned off during periods of rainfall, or as directed by District field staff;

(c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

(a) Be operated only when Contractor's personnel are present on site;

(b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;

(c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. Debris/litter control shall be provided per the frequency of service table, as set forth in Exhibit E, unless otherwise stated herein this Section and/or as directed by the Director.

2. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

3. Contractor shall remove from both planted areas and adjacent hardscapes/walkways the following items, which include but are not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by the Contractor before the close of business the working day following notification of this condition.

4. All hardscape areas that include, but are not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

5. The Contractor shall dispose of all debris and litter, as described herein Exhibit A, Section 17, letter G, paragraphs 1 and 2 above, off-site, and in a legal manner.

6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices such as, televisions, computers and computer monitors; firearms, ammunition or other appliances. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

7. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in the performance of contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in the course of the performing the contract's Scope of Work services at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

18. TECHNICAL SPECIFICATION PROVISIONS - FERTILIZER

A. TURF FERTILIZATION

1. Fertilizer shall be applied to turf areas in accordance with Table I, below. The frequency of service for turf fertilization is also referenced in Exhibit E, Section V., Frequency of Service Table. At the discretion and request of the

Director, additional applications at the pricing terms as listed in the additional work section of Schedule II may be provided. Failure to adhere to this Specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs
OCT	1	22-5-5*	1.25	5.7 lbs

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See the following section on fertilizers.

**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See the following sections, below, regarding fertilizers.

2. Humus base fertilizers to be applied by drop spreader only.

3. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

6. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. Fertilizer shall be applied to all shrubs and ground covers in accordance with Table II below as noted. The frequency of service for shrub and ground cover fertilization is also referenced in Exhibit E, Section V. At the discretion and request of the Director, additional applications at the pricing terms as listed in the additional work section of Schedule II may be provided. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All fertilizers are to be of indicated analysis or better.

TABLE II

Month**	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

**Service areas on Level 3 (12 Week) service rotation receive shrub and ground cover fertilization one time (1) per year in April.

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification is required to Director five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

19. TECHNICAL SPECIFICATION PROVISIONS – PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.

3. All pesticide applications shall be applied as directed by the Director.

4. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

5. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Exhibit A., Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Exhibit A, Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. For pesticide application reporting specifications, see Exhibit A., Section 3 – Functions and Responsibilities and Exhibit A., Section 8. – Use of Chemicals.

3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed in accordance with the Frequency of Service Table as provided in Exhibit E, Section V., or as determined by the Director.

   (b) Appropriate chemical control must be used on the following weeds.

   Bermuda Grass
   Kikuyu Grass
   Nutsedge
   Field Bindweed
   Spurge

   The aforementioned list is inclusive; other species may be added by the Director as necessary.

   (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

   (a) Snails shall be controlled on a regular basis on the following plant species:

   Agapanthus africanus
   Aptenia sp.
   Gazania sp.
   Hemerocallis sp

(b) Snails shall be controlled on an as needed basis on all other plant material.

(c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

(a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(b) The Director may require all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(c) The Director may require all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(d) The Director may require all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

   (b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

   (c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Insect and Disease Control

   (a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

   (b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

20. PROJECT LOCATION MAP

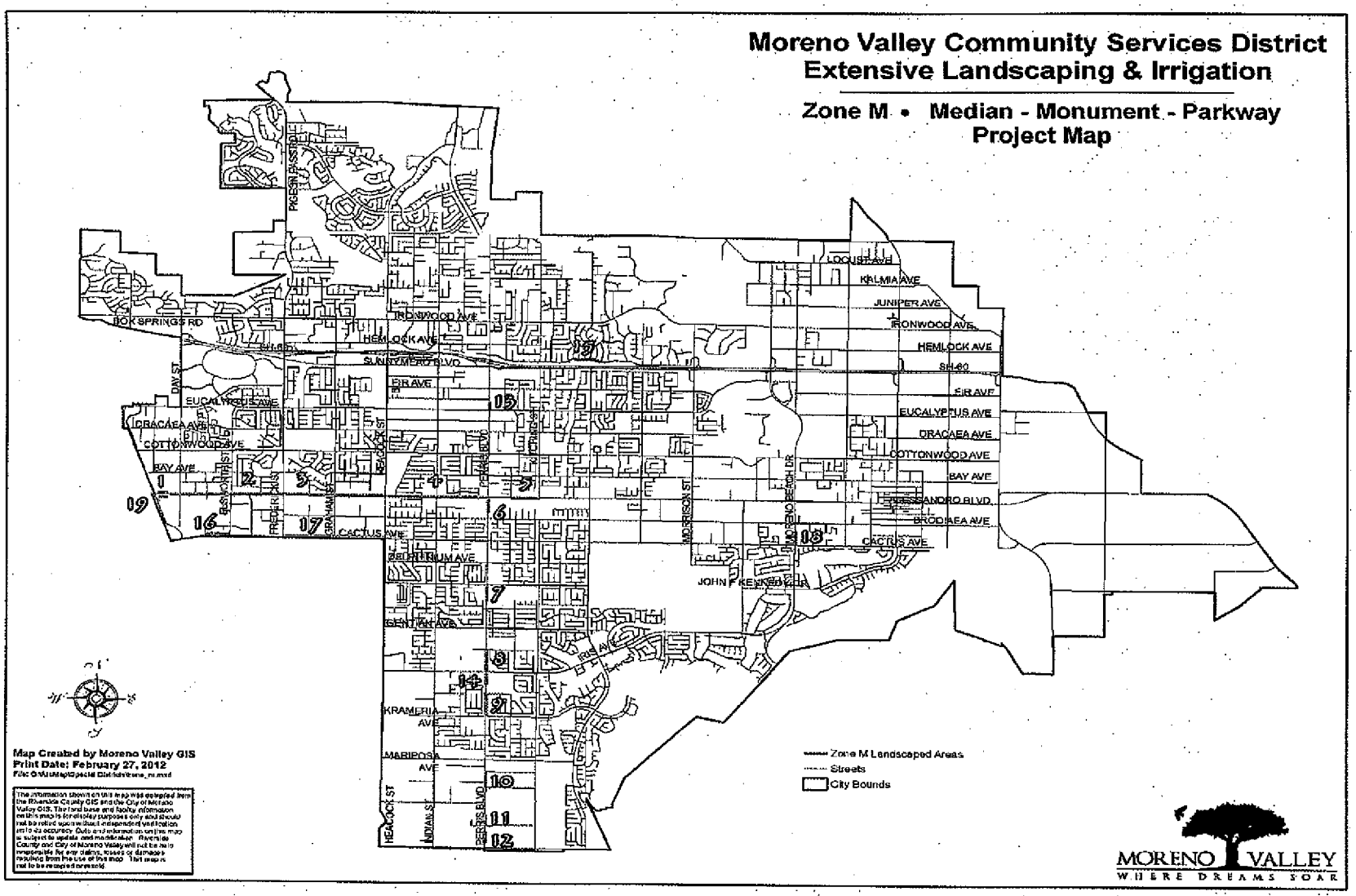

MV00203973

21. PROJECT LOCATION LIST

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone M • Medians - Monuments - Parkways

Alessandro Boulevard Medians & Monuments

1. Old Hwy 215 Monuments
   - 17,895 square feet (includes 5,477 sq.ft. turf)
   - 8 trees
   - 4 remote control valves - 1 controller
2. Old Hwy 215 to Frederick Street
   - 60,423 square feet (includes 21,325 sq.ft. turf)
   - 75 trees
   - 32 remote control valves - 2 controllers
3. Frederick Street to Heacock Street
   - 68,445 square feet (includes 34,565 sq.ft. turf)
   - 64 trees
   - 22 remote control valves - 2 controllers
4. Heacock Street to Perris Boulevard
   - 15,609 square feet
   - 4 trees
   - 4 remote control valves - 2 controllers
5. Flaming Arrow Dr to Kitching St
   - 17,470 square feet
   - 21 trees
   - 16 valves - 1 controller

Perris Boulevard Medians

6. South of Alessandro Boulevard
   - 751 square feet
   - 1 tree
   - 2 remote control valves - 1 controller
7. South of John F. Kennedy Drive
   - 5,535 square feet
   - 15 trees
   - 8 remote control valves - 1 controller
8. North of Iris Ave
   - 2,200 square feet
   - 7 trees
   - 4 valves - 1 controller
9. North of Krameria Avenue
   - 3,324 square feet
   - 5 trees
   - 3 valves - 1 controller
10. At San Michele Road
    - 5,335 square feet
    - 10 trees
    - 6 valves - 1 controller
11. Perris Blvd (North of Globe St)
    - 4,110 square feet
    - 8 trees
    - 1 controller
12. Perris Blvd (South of Globe St)
    - 4,950 square feet
    - 12 trees
    - 7 valves - 1 controller
13. Perris Blvd (North of Eucalyptus Ave)
    - 1,760 square feet
14. Perris Blvd (South of Iris Ave)
    - 5,838 square feet

Elder Avenue Retention Basin Parkway

15. South Side of Elder Avenue from Grenville Avenue to Brewster Drive
    - 7,471 square feet
    - 1 tree
    - 2 remote control valves - 1 controller

Cactus Avenue Medians

16. Cactus Ave. west of Elsworth
    - 2,500 square feet
    - 5 trees
    - 4 valves - 1 controller
17. Cactus Ave between Frederick St & Heacock St
    - 31,232 square feet

Moreno Beach Medians

18. Moreno Beach Dr (North of Cactus Ave)
    - 9,396 square feet

Old 215 Medians

19. Old 215 (South of Alessandro Blvd)
    - 4,328 square feet

Print Date: February 27, 2012
File: G:\ArcMap\Special Districts\zone_m_pg2.mxd

EXHIBIT B: District Responsibilities
RFP NO. M/12-13
PROJECT NO. M/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE M (MEDIANS)
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY
LANDSCAPING AND IRRIGATION

1. CONTRACT SUPERVISION

A. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of the same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.

B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C: Payment Terms
RFP NO. M/12-13
PROJECT NO. E-3/11- 12

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE M (MEDIANS)
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY
LANDSCAPING AND IRRIGATION

1. CONTRACTOR'S COMPENSATION

A. The Contractor will be paid monthly per site based upon successful performance of the maintenance services provided in accordance with an approved service schedule for each area/site and in compliance with the terms and provisions of this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports for the: 1) maintenance performed, 2) Greenwaste, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month, and 5) a detailed invoice for services in accordance with the Contract price for the work performed, which shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org.

Accounts Payable questions can be directed to 951.413.3073.

Copies of invoices and reports will be submitted to the Special Districts Division of the Public Works Department at specialdistricts@moval.org. Calls may also be directed to the Special Districts Division at 951.413.3480.

B. The Contractor will obtain and keep current during the term of this Contract, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at http://www.moval.org/do_biz/biz-license.shtml.

C. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of four thousand, nine hundred fifty five dollars and 00/100 ($4,955.00) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed fifty nine thousand, four hundred sixty dollars and 00/100 ($59,460.00), except as provided for in Section 2 below. The compensation specified herein this section is for the maintenance of Zone M, as specified within this contract.

D. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the

completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall_forms.shtml#bf.

E. The minimum information required on all invoices includes:

1. Vendor Name, Mailing Address and Phone Number
2. Invoice Date
3. Vendor Invoice Number
4. City – provided Reference Number (Project No. and Title)
5. Detailed work hours by class title (e.g. Manager, Technician or Specialist), services performed, and rates, explicit portion of a contract amount or detailed billing information is sufficient to justify the invoice amount: single or lump sum amounts without detail are not acceptable.

F. The City shall pay the Contractor for all invoiced and authorized maintenance services within thirty (30) days of receipt of invoice for the same.

G. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2, paragraph C. herein this Exhibit, in addition to the work set forth in Exhibit A, General Provisions - Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Schedule II, Sections B & C or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth herein Exhibit C, Section 2, paragraph B., below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after

receiving a verbal authorization, the Contractor must submit a written estimate to the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in Exhibit E, Schedule II , shall be prorated from the day the Contractor commences work on the additional areas.

D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Schedule II, Section B and C. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).

E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of 5,800.00 for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

A. Work required in the General or Technical Specification Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General and/or Technical Specification

Provisions; submit notifications or reports required by the Contract, for General or Technical Specifications Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General or Technical Specification Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of

$100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, telephone, facsimile transmission or in writing.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the District to allow for explanations.

EXHIBIT D: Term of Contract

RFP NO. M/12-13
PROJECT NO. M/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE M (MEDIANS)
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY
LANDSCAPING AND IRRIGATION

1. TERM OF CONTRACT

A. Following approval by both parties, the Contract will commence on July 1, 2012, and shall terminate June 30, 2013 (12) months thereafter.

B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.

C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.

E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

RFP NO. M/12-13
PROJECT NO. M/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE M (MEDIANS)
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY
LANDSCAPING AND IRRIGATION

RFP NO. M/12-13
PROJECT NO. M/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE M (MEDIANS)
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

I: SCHEDULE I – VENDOR INFORMATION

A. COMPANY NAME: TruGreen LandCare

TYPE
- Sole proprietor ____
- Partnership X
- Corporation ____

B. COMPANY ADDRESS (STREET) 11616 Marlborough Ave, Bldg. S
(CITY, STATE, ZIP) Riverside, CA 92507

C. COMPANY ADDRESS (MAILING) Same as above
(CITY, STATE, ZIP) ____

D. BUSINESS PHONE NUMBER(with area code) (951) 688-6880

E. SATELLITE OFFICE ADDRESS (if applicable):
N/A

F. SATELLITE OFFICE PHONE NUMBER N/A

G. CONTRACTOR'S LICENSING INFORMATION:

1. LICENSE NUMBER/CLASSIFICATION/NAME STYLE: #970508 class C27/D49
2. NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 1 month
3. LICENSE EXPIRATION DATE: Feb. 28, 2014
4. CURRENT LICENSE STATUS: Active

5. PRIOR ACTIONS AGAINST THIS LICENSE? Yes / No
6. IF YES, LIST CITATION TYPE AND HOW RESOLVED: N/A

H. COMPANY'S FEDERAL IDENTIFICATION NO.: 36-4313318

I. NAME AND TITLE(s) OF COMPANY OFFICERS:

TruGreen LandCare L.L.C. - partner
TruGreen Companies L.L.C. - partner

J. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES: 28

K. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 28

L. CURRENT LANDSCAPE MAINTENANCE OPERATIONS

THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED IN ANSWER TO THIS QUESTION (QUESTION L.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

TOTAL NUMBER OF LANDSCAPE MAINTENANCE CONTRACTS: OVER 200
PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 6%
TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS:
$3,600,000 out of Riverside Branch

1. NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS: 3	AVERAGE WAGE SCALE: $45-65 /K* Salary	
TECHNICIANS: 6	AVERAGE WAGE SCALE: $ 15.00/Hr.*	
FOREMEN: 18	AVERAGE WAGE SCALE: $ 13.75 /Hr.*	
LABORERS: 42	AVERAGE WAGE SCALE: $ 8.75 /Hr.*	

*Use the fully burdened rate (i.e., taxes, insurance, benefits, OH &P) - This is a prevailing wage project.

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

A. MOTOR VEHICLES
- TYPE: Dump Truck F450 NUMBER: 6
- TYPE: NUMBER:

References:

1. City of Rancho Cucamonga
   9153 9th Street
   Rancho Cucamonga CA 91730
   Don Gentry (909) 477-2700
   December 1999 to Present
   $505,000.00 Annually
   Square Footage: 45 Acres.
   Areas Serviced: LMD's throughout the City

2. Marriott Desert Springs Villas
   1091 Pinehurst
   Palm Desert CA 92260
   Glenn Knorr (760) 779-1291
   2005 to Current
   $536,400.00 Annually.
   Square Footage: 30 Acres.
   Areas Serviced: Common Areas & High Profile Areas.

3. City of Banning
   5261 W. Wilson
   Banning CA 92220
   Carl Szoyska (951) 922-3286
   Septembe4 2005 to Present
   $31,000.00 Annually.
   Square Footage: 2.5 Acres.
   Areas Serviced: City Hall, Aquatic Center, Police Departments.

- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____

B POWER EQUIPMENT
- TYPE: Mowers 21", 36", 48", 60" NUMBER: 52
- TYPE: Blowers NUMBER: 22
- TYPE: Hedge Trimmers NUMBER: 22
- TYPE: Weedeaters NUMBER: 30

II: REFERENCES

Attach Responses to this question on additional sheets – One sheet per reference

A. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.

B. REFERENCE RESPONSES MUST INCLUDE:

1. NAME AND ADDRESS OF AGENCY;
2. NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
3. CONTRACT NAME(S) / NUMBER(S);
4. ANNUAL CONTRACT AMOUNT(S);
5. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
6. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
6. LENGTH OF CONTRACT(S).

C. **THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:**

1. How many (number) of contracts and years under contract?
2. What are/were the Scope of the contract(s), acreage amounts, location(s)?
3. What are/were the Contract amount(s)?
4. Do/did they have adequate (quantity/quality) staffing?
5. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
6. Does staff have the ability to comprehend/speak English?
7. How are/were the appearance, uniforms, and use of safety equipment?
8. Do/did they have availability of additional personnel for extra work/special projects?
9. Is/was the equipment used in good working order?
10. Do/did they have an effective in-company communications system?
11. How is/was the knowledge of and the project/contract standards?
12. Do/did they have the ability to respond to complaints/requests in a timely fashion?

13. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
14. How accurate & timely is/was billing/invoicing?
15. Have Contract(s) been successfully completed to term?
16. Would you accept future proposals/bids from this company?

III: PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

A. **Facilities** – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

Riverside Office:
11611 Marlborough Ave, Bldg. S
Riverside, CA 92507

B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement, General Provisions, and Technical Specification Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **Equipment:**

Lazer riding mower, 36" walk behind mower, 21" mower, power edger, hedge trimmers, blowers, weedeater, chain saw

2. **Motor Vehicles:**

1- Stake bed F-350
1- Pick up F-150
1- Spray Truck F350 w/Bubble tanks

3. **Turf Maintenance Power Equipment/Tools:**

Power edgers & mowers above under equipment

4. **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**
(List both powered and hand equipment/tools)

Vermeer 1800 Chipper
Vermeer Stump Grinder
Hedge trimmers, weedeater

5. **Irrigation System Maintenance Equipment:**
(List both powered and hand equipment/tools)

Irrigation truck & Rain master remote controls

6. **Fertilizer Application Equipment:**
(List both powered and hand equipment/tools)

Lesco Spreader & Belly grinders

7. **Pesticide Application Equipment:**
(List both powered and hand equipment/tools)

Spray truck with tanks & Lesco Back-Pack

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C. **Staff**: - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Technical Specification Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**
(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

Conrado Sigala - Area Manager
Foreman and Laborers - TBD
Admin Staff

2. **Tree Trimming/Maintenance:**
(List any ISA or equivalent certified personnel)

Rafael Gomez - ISA Certified

3. **Irrigation System Maintenance:**
(List technical personnel – include any relevant education, certification, licensing information for each person listed)

Gilberto Castillo
Pablo Penaloza

4. **Pesticide Application:**
(List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.)

Ray Velasquez - QAL 103311

IV: PROPOSED PROJECT WORK SCHEDULES

Pages 70-73 contain blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed scheduled for performing the services as describe in Exhibit A. For those services listed under the Technical Specification Provisions found in Exhibit A, Section 17, and Sections 18 A (Turf Fertilization) and 18 B (Shrub & Ground Cover Fertilization) refer to the FREQUENCY OF SERVICE TABLE located in Exhibit E, Section V., Use additional sheets as necessary to provide a full and comprehensive response on each of the schedule sheets.

If selected, the awarded Contractor will provide the CSD, within 30 days after contract execution, a mapped work schedule for Zone M. Sample mapped work schedules have been provided for reference.

A. MONTHLY SCHEDULE SHEET

1. List all tasks specified to be performed on a weekly or monthly basis for the Zone M areas in the box corresponding to the day of the week/month the work is proposed to be performed.

2. Be sure to include administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

B. ANNUAL SCHEDULE SHEET

1. List all tasks specified to be performed for the Zone M areas at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which the work is proposed to be performed.

2. Be sure to include any administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

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ZONE M MONTHLY SCHEDULE SHEET

SERVICE SCHEDULE LEVEL 1
PROPOSED PROJECT WORK SCHEDULES

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1	Irrigation- 8hrs	Mow/Edge - 12 hrs Trim/Prune- 14hrs Weeding- 4hrs Litter - 4hrs	Trim/Prune-14 hrs Weeding -4 hrs Litter - 4hrs	
WEEK #2	Irrigation-8hrs	Mow/Edge- 12hrs Trim/Prune- 14hrs Weeding - 4hrs Litter - 4hrs	Trim/Prune-14hrs Weeding - 4hrs Litter - 4hrs	
WEEK #3	Irrigation - 8hrs	Mow/Edge-12hrs Trim/Prune-14hrs Weeding- 4hrs Litter- 4hrs	Trim/Prune-14hrs Weeding- 4hrs Litter - 4hrs	
WEEK #4	Irrigation- 8hrs	Mow/Edge- 12hrs Trim/Prune -14hrs Weeding - 4hrs Litter - 4hrs	Trim/Prune - 14hrs Weeding - 4hrs Litter - 4hrs	

RFP NO. M/12-13

ZONE M MONTHLY SCHEDULE SHEET

SERVICE SCHEDULE LEVEL 2
PROPOSED PROJECT WORK SCHEDULES

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1	Irrigation- 8 hrs	Mow/Edge - 12 hrs Trim/Prune - 14 hrs Weeding - 4 hrs Litter - 4 hrs		
WEEK #2	Irrigation - 8hrs	Trim/Prune - 14hrs Weeding - 4hrs Litter - 4hrs		
WEEK #3	Irrigation- 8hrs	Trim/Prune - 14hrs Mow/Edge - 12 hrs Weeding - 4 hrs Litter - 4hrs		
WEEK #4	Irrigation- 8hrs	Trim/Prune - 14 hrs Weeding - 4hrs Litter - 4hrs		

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ZONE M ANNUAL SCHEDULE SHEET

SERVICE SCHEDULE LEVEL 1
PROPOSED PROJECT WORK SCHEDULES

JANUARY	FEBRUARY Turf Fertilization 22-0-6 Scotts Proturf	MARCH Broadleaf Weed Control Turf Areas
APRIL Shrub & Ground Cover 23-5-10 Best Poly Supreme	MAY	JUNE Turf Fertilization 22-5-5 Best Turf Gold
JULY	AUGUST	SEPTEMBER
OCTOBER Turf Fertilization 22-5-5 Best Turf Gold	NOVEMBER Broadleaf Weed Control Turf areas	DECEMBER

RFP NO. M/12-13

ZONE M ANNUAL SCHEDULE SHEET

SERVICE SCHEDULE LEVEL 2
PROPOSED PROJECT WORK SCHEDULES

JANUARY	FEBRUARY Turf Fertilization 22-0-6 Scotts Proturf	MARCH Broadleaf Weed Control Turf Areas
APRIL Shrub & Ground Cover 23-5-10 Best Poly Supreme	MAY	JUNE Turf Fertilization 22-5-5 Best Turf Gold
JULY	AUGUST	SEPTEMBER
OCTOBER Turf Fertilization 22-5-5 Best Turf Gold	NOVEMBER Broadleaf Weed Control Turf Areas	DECEMBER

V: FREQUENCY OF SERVICE TABLE

Service Type	Service Schedule Level 1 (4 Week)	Service Schedule Level 2 (8 Week)	Service Schedule Level 3 (12 Week)
17.A. Turf Care			
Mow/edge/trim	Weekly	Every other week	Every other week
Aeration	Bi-annually (Spring & Fall)	Bi-annually (Spring & Fall)	Annually (Spring)
17.C. Shrub Care			
Prune/trim	Monthly	6x's per year	4x's per year
17.D. Ground Cover			
Prune/trim	Monthly	6x's per year	4x's per year
17.E. Weed Control			
Weed control	Monthly	6x's per year	4x's per year
17.G. Debris/Litter			
Debris/Litter removal	Weekly	Every other week	Monthly
18.A. Turf Fertilization	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)
18.B. Shrub/Ground Cover Fertilization	2x's per year (April & Sept.)	2x's per year (April & Sept.)	1x per year (April)
19. C. 1. (a) Ground covers, shrubs & trees - Pesticide usage criteria	2x's per year (Spring & Fall)*	2x's per year (Spring & Fall)*	2x's per year (Spring & Fall)*

* specification of month to be approved by Director in advance of application

VI: SAMPLE SERVICE SCHEDULES

A. Zone M – 4 WEEK ROTATION

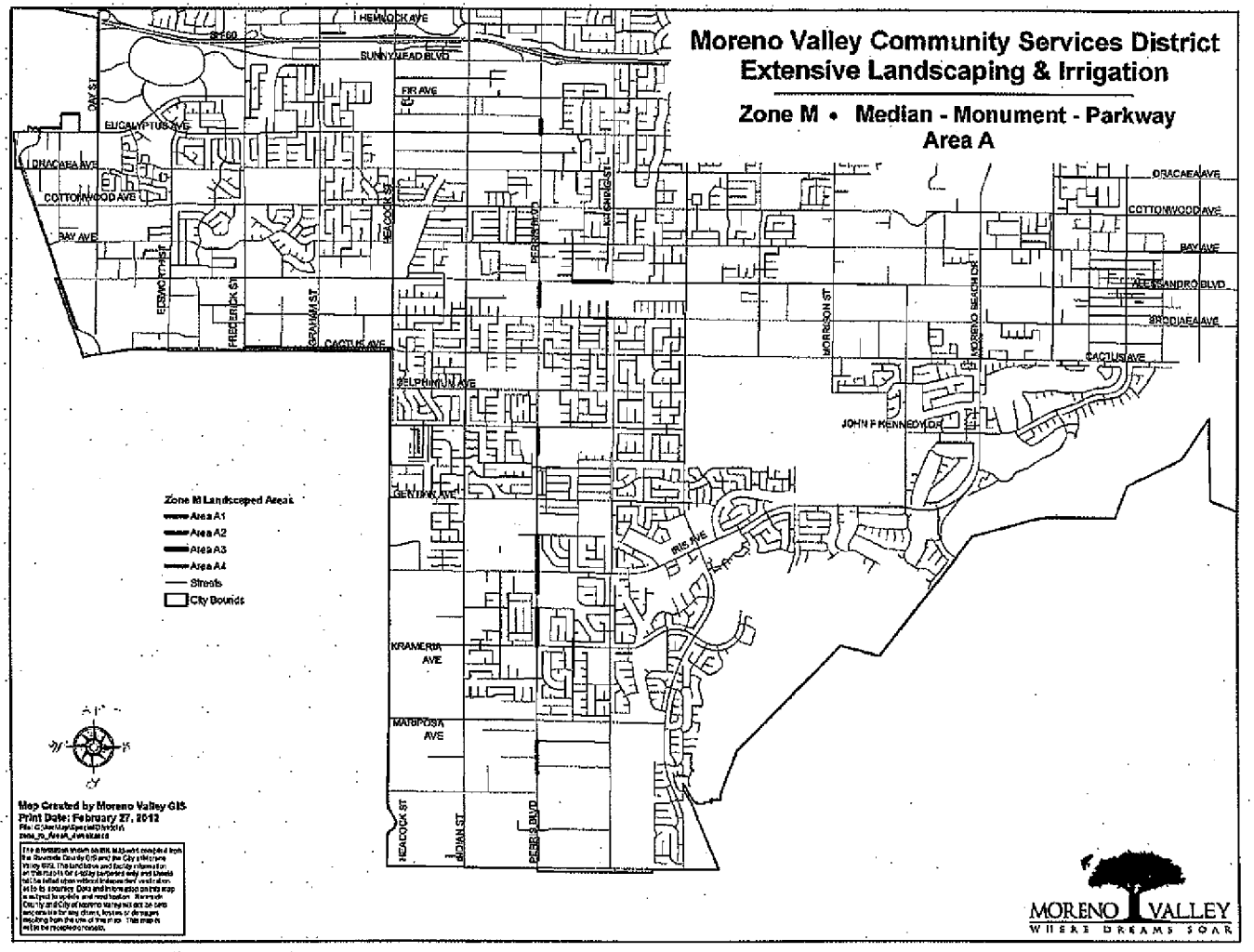

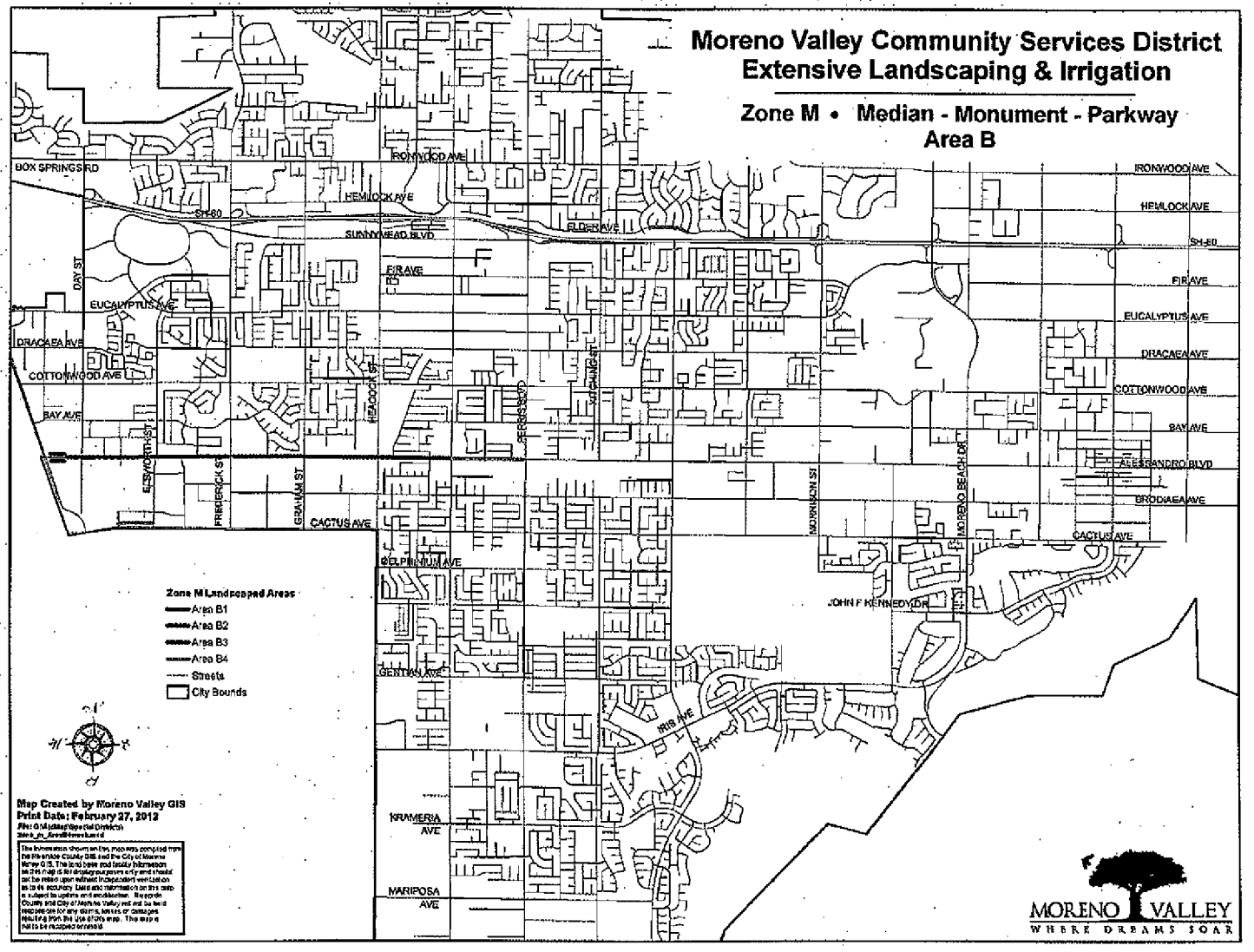
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone M • Median - Monument - Parkway
Area B
BOX SPRINGS RD
IRONWOOD AVE
HEMLOCK AVE
SH-60
SUNNYMEAD BLVD
ELDER AVE
FIR AVE
EUCALYPTUS AVE
DRACAEA AVE
COTTONWOOD AVE
BAY AVE
ALESSANDRO BLVD
BRODIAEA AVE
CACTUS AVE
DELPHINIUM AVE
JOHN F KENNEDY DR
GENTIAN AVE
IRIS AVE
KRAMERIA AVE
MARIPOSA AVE
DAY ST
ELSWORTH ST
FREDERICK ST
GRAHAM ST
HEADOCK ST
PERRIS BLVD
MORRISON ST
MORENO BEACH DR
Zone M Landscaped Areas
Area B1
Area B2
Area B3
Area B4
Streets
City Bounds
Map Created by Moreno Valley GIS
Print Date: February 27, 2012
MORENO VALLEY
WHERE DREAMS SOAR

B. Zone M - 8 WEEK ROTATION (Service Schedule Level 2)

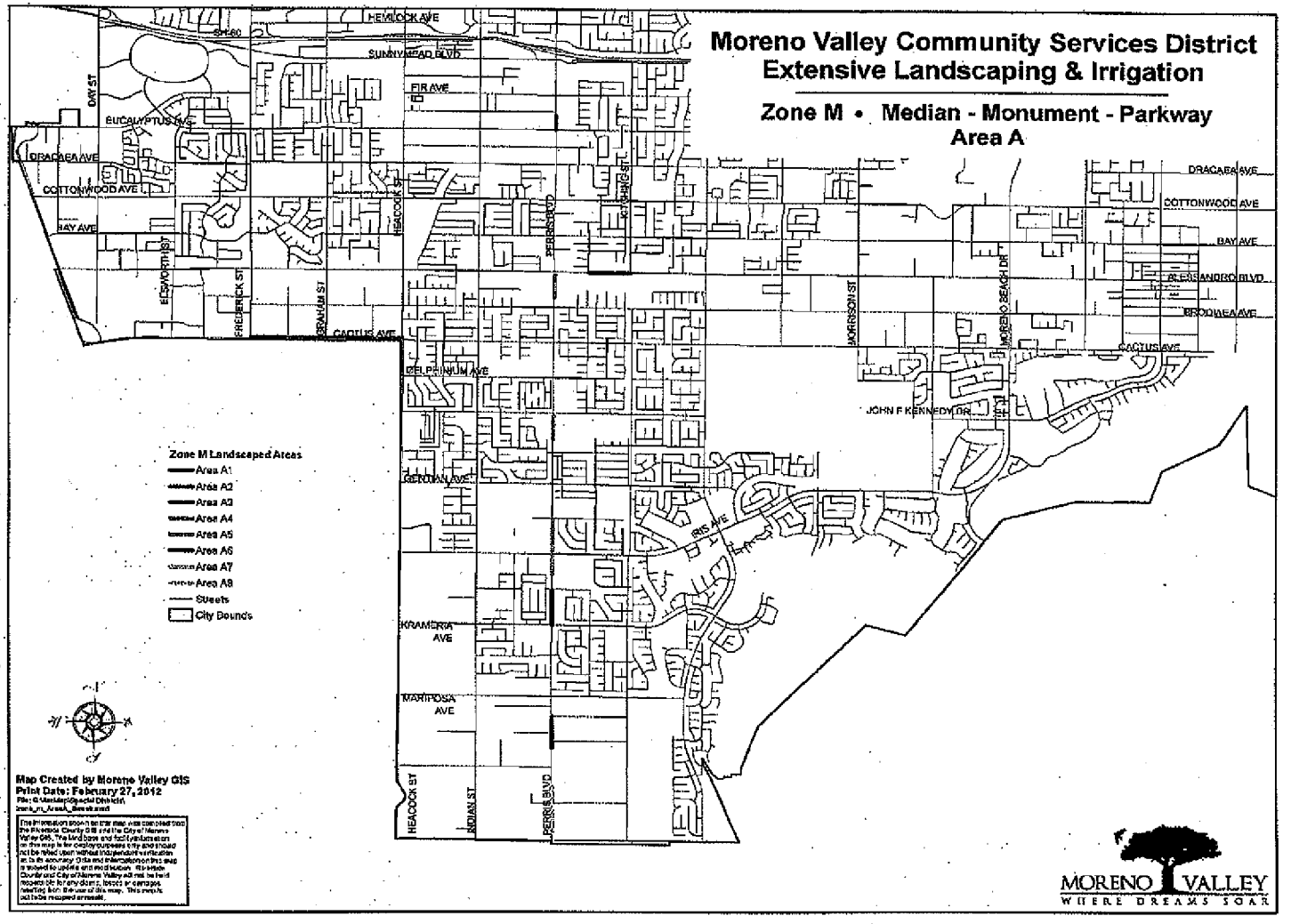

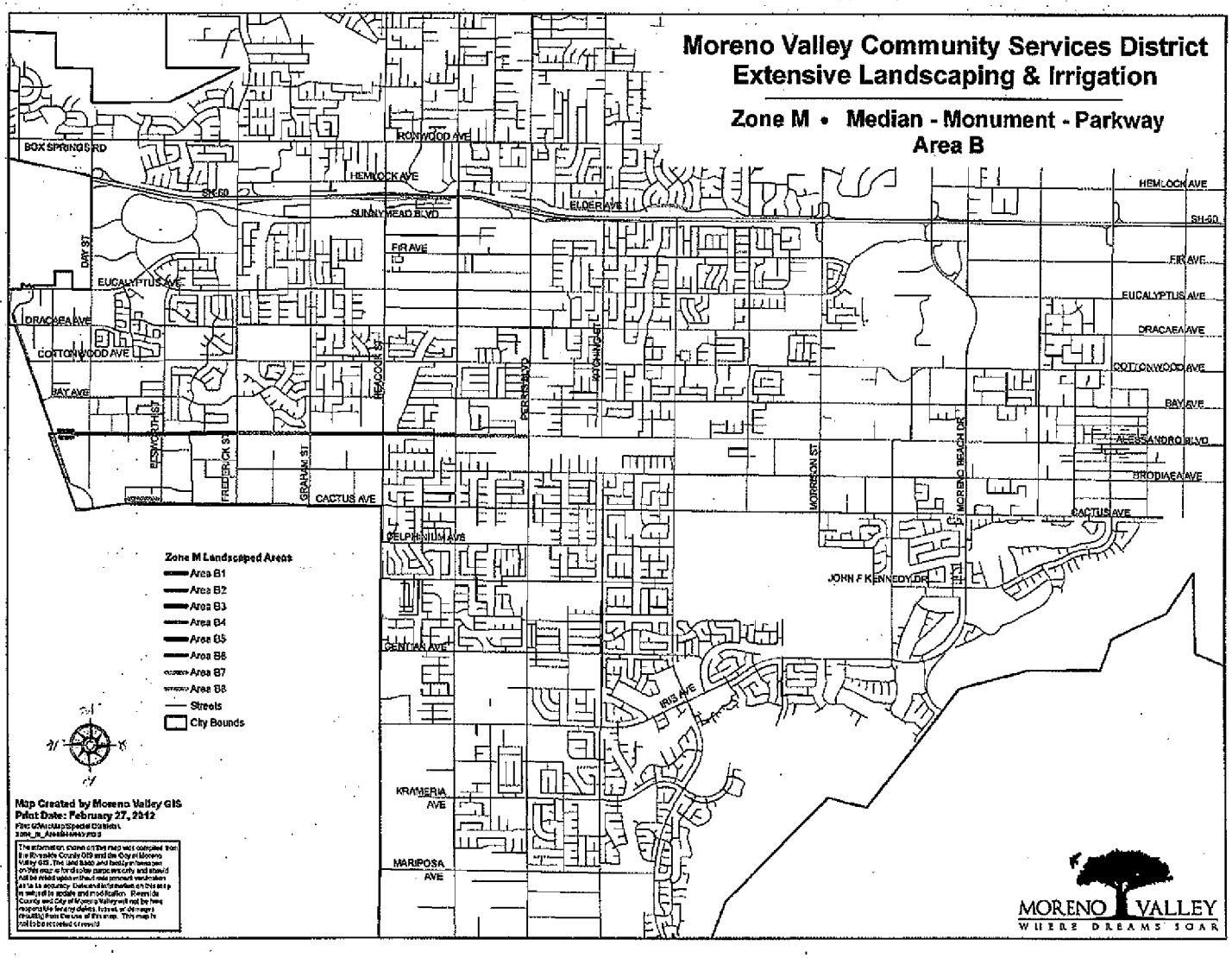
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone M • Median - Monument - Parkway
Area B
BOX SPRINGS RD
HEMLOCK AVE
SH-60
SUNNYMEAD BLVD
ELDER AVE
FIR AVE
EUCALYPTUS AVE
DRACAEA AVE
COTTONWOOD AVE
BAY AVE
ALESSANDRO BLVD
BRODIAEA AVE
CACTUS AVE
DELPHINIUM AVE
CENTIAN AVE
IRIS AVE
KRAMERIA AVE
MARIPOSA AVE
JOHN F KENNEDY DR
DAY ST
BEWICK ST
FREDERICK ST
GRAHAM ST
HEACOCK ST
PERRIS BLVD
GOTHARD ST
MORRISON ST
MORENO BEACH DR
Zone M Landscaped Areas
Area B1
Area B2
Area B3
Area B4
Area B5
Area B6
Area B7
Area B8
Streets
City Bounds
Map Created by Moreno Valley GIS
Print Date: February 27, 2012
MORENO VALLEY
WHERE DREAMS SOAR

C. Zone M - 12 WEEK ROTATION (Service Schedule Level 3)

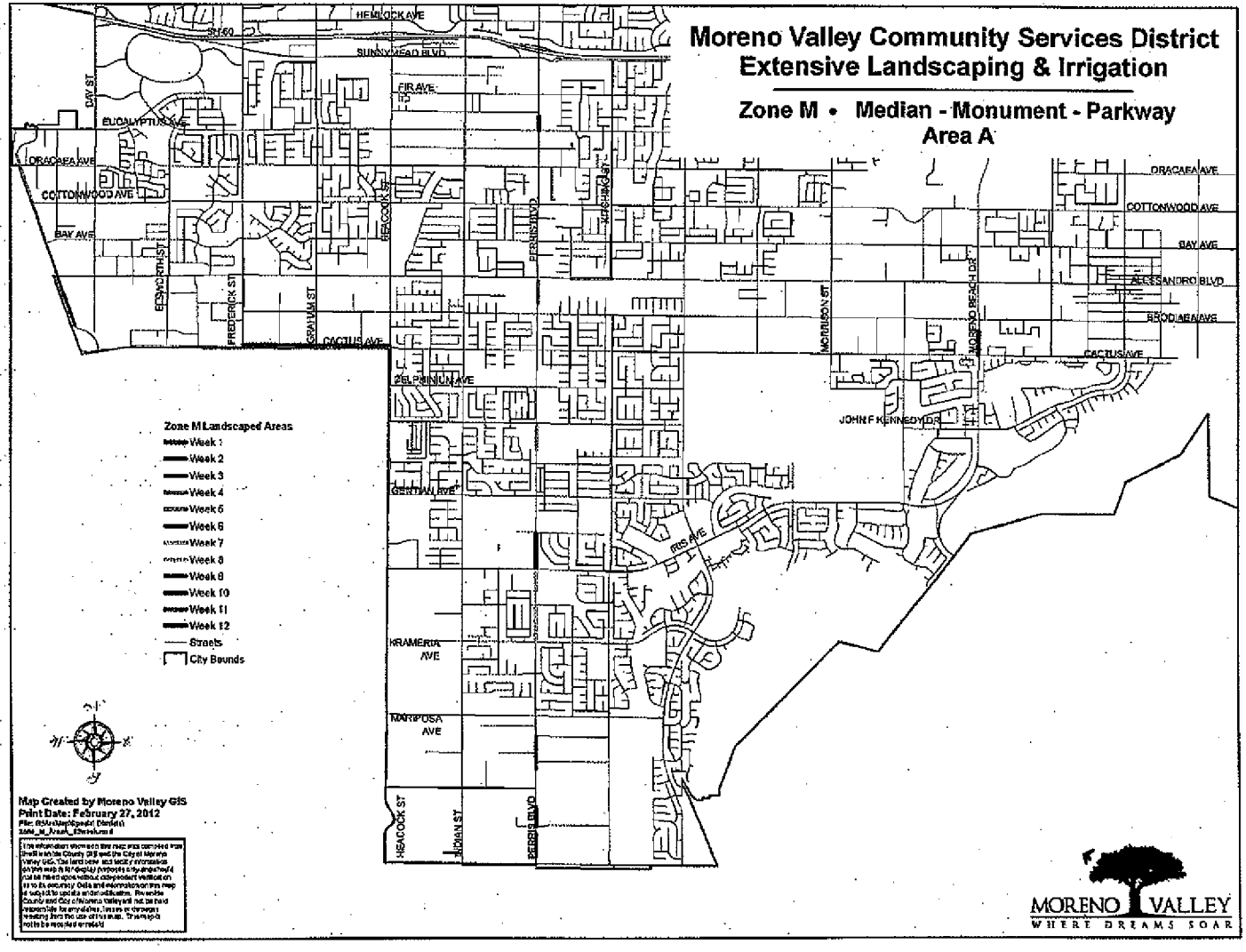

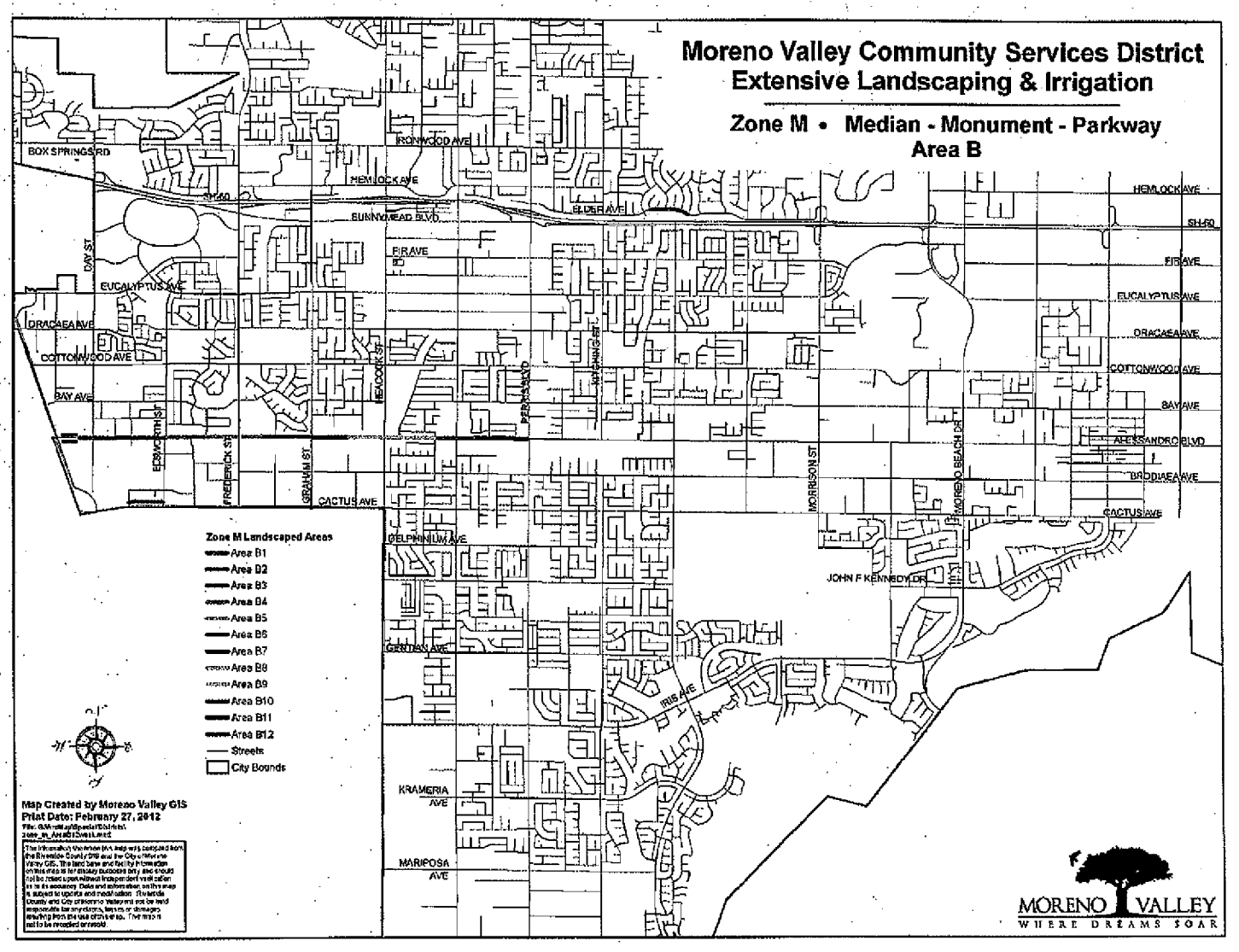
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone M • Median - Monument - Parkway
Area B
BOX SPRINGS RD
IRONWOOD AVE
HEMLOCK AVE
SUNNYMEAD BLVD
ELDER AVE
SH-60
FIR AVE
EUCALYPTUS AVE
DRACAEA AVE
COTTONWOOD AVE
BAY AVE
ALESSANDRO BLVD
BRODIAEA AVE
CACTUS AVE
DELPHINIUM AVE
GENTIAN AVE
IRIS AVE
KRAMERIA AVE
MARIPOSA AVE
JOHN F KENNEDY DR
DAY ST
EDWARDS ST
FREDERICK ST
GRAHAM ST
HEACOCK ST
PERRIS BLVD
INDIANA ST
MORRISON ST
MORENO BEACH DR
Zone M Landscaped Areas
Area B1
Area B2
Area B3
Area B4
Area B5
Area B6
Area B7
Area B8
Area B9
Area B10
Area B11
Area B12
Streets
City Bounds
Map Created by Moreno Valley GIS
Print Date: February 27, 2012
MORENO VALLEY
WHERE DREAMS SOAR

VII. PROPOSED ANNUAL MATERIAL SCHEDULE

A. Fertilizers:

List the fertilizers to be furnished to execute work tasks specified in Exhibit A. Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Growpower Fertilizer	3500 lbs.	$2,050.00
Best 23-5-10 Poly Supreme	3500 lbs.	$1,800.00

B. Pesticides:

List pesticides to be furnished to execute work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Riverdale Razor-Pro	28 gal	$550.00
Fusilade - Post grass control	3 qt.	$250.00
Ronstar - Pre-Emergent	35 bags	$3,070.00
Snail Bait	200 lbs.	$475.00

VIII. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

A. Communications:

The General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Scope of Services specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

In the field - 6:30 - 5:00 pm Area Manager - cell phone
Office - 7:00 am - 4:30 pm Office Staff
After Hours - 5:00 pm - 8:00 am Emergency phone #

B. Traffic Safety:

The General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

TruGreen Workzone Safety Program - All employees are certified (Safety Coordinator - Ray Velasquez) does weekly on site safety inspections and tailgate meetings. Traffic cones & arrow boards are used as needed.

C. **Greenwaste Recycling:**

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

Burrtec Industries
1850 Aqua Mansa Rd.
Riverside, CA 92509
(951) 685-5516

IX. LIST OF SUBCONTRACTORS

A. SUBCONTRACTORS:

In compliance with the provisions of Government Code, Section 4102, the undersigned Proposer sets forth the name and location (address) of the place of business of each subcontractor who will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
N/A		

X. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE _____

PRINTED NAME Jim Angel

TITLE Branch Manager

COMPANY NAME TruGreen LandCare

DATE March 28, 2012

XI. PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the Moreno Valley Community Services District and TruGreen LandCare, and further, the aforesaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind TruGreen LandCare to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT (PRINTED), SIGNED AND DATED

SIGNATURE [signature]

NAME Jim Angel

TITLE Branch Manager

COMPANY NAME TruGreen LandCare

DATE March 28, 2012

RFP NO. M/12-13

I. SCHEDULE II

BID SCHEDULE

PROPOSER: TruGreen LandCare
(Company Name)

A. SERVICE SCHEDULES Level 1 – Current Service for Area A

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Alessandro Blvd Flaming Arrow Drive to Kitching Street	Planter: 17,470 sq. ft.	$ 322.31	$ 3,867.74
Old Hwy 215 South of Alessandro Blvd	Planter: 4,328 sq. ft.	$ 79.85	$ 958.19
Perris Blvd.South of Alessandro Blvd.	Planter: 751 sq. ft.	$ 13.86	$ 166.27
Perris Blvd. North of Iris Ave.	Planter: 2,200 sq. ft.	$ 40.59	$ 487.06
Perris Blvd.North of Krameria Ave.	Planter: 3,324 sq. ft.	$ 61.33	$ 735.91
Perris Blvd. at San Michele Rd.	Planter: 5,335 sq. ft.	$ 98.43	$ 1,181.13
Perris Blvd. North of Globe St.	Planter: 4,110 sq. ft.	$ 75.83	$ 909.93
Perris Blvd. South of Globe St.	Planter: 4,950 sq. ft.	$ 91.32	$ 1,095.90
Perris Blvd. North of Eucalyptus Ave.	Planter: 1,760 sq. ft.	$ 32.47	$ 389.65
Perris Blvd. South of Iris Ave.	Planter: 5,838 sq. ft.	$ 107.71	$ 1,292.49
South side of Elder Ave. from Greenville Ave to Brewster Dr.	Planter: 7,471 sq. ft	$ 137.84	$ 1,654.03
Cactus Ave. Between Frederick St. & Heacock St	Planter: 31,232 sq. ft	$ 576.21	$ 6,914.55
Moreno Beach Dr. North of Cactus Ave.	Planter: 9,396 sq. ft	$ 173.35	$ 2,080.21
Perris Blvd. South of John F. Kennedy Dr.	Planter: 5,535 sq. ft	$ 102.12	$ 1,225.41
Service Schedule Level 1 Area A Sub-Total		$ 1,913.21	$ 22,958.47
Cost per sq. ft., per occurrence Level 1 Area A			$ 0.01845

RFP NO. M/12-13

B. SERVICE SCHEDULE Level ~~2~~ 1 – Current Service for Area B

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Alessandro Blvd. & Old Hwy 215 Monuments	Planter: 12,418 sq. ft.	$ 229.11	$ 2,749.26
	Turf: 5,477 sq. ft.	$ 101.05	$ 1,212.57
Alessandro Blvd. & Old Hwy 215 to Frederick Street	Planter: 39,098 sq. ft.	$ 721.34	$ 8,656.03
	Turf: 21,325 sq. ft.	$ 393.43	$ 4,721.21
Alessandro Blvd. & Frederick Street to Heacock Street	Planter: 33,880 sq. ft.	$ 625.07	$ 7,500.86
	Turf: 34,565 sq. ft.	$ 637.70	$ 7,652.45
Alessandro Blvd. & Heacock Street to Perris Boulevard	Planter: 15,609 sq. ft.	$ 287.98	$ 3,455.73
Cactus Avenue west of Elsworth Street	Planter: 2,500 sq. ft.	$ 46.12	$ 553.48
Service Schedule Level 2 Area B Sub-Total		$ 3,041.80	$ 36,501.53
Cost per sq. ft., per occurrence Level 2 Area B			$ 0.01845

Service Schedule Level 1 (Area A) & Level ~~2~~ 1 (Area B) Cumulative Total	$ 4,955.00	$ 59,460.00

The Total Amount of the Service Proposal shall be the cumulative total of Section A and B's cost per twelve month column, as listed on pages 87 & 88, which is based on the current service levels for the areas as identified herein Sections A & B of Schedule II:

Figures: 59,460 and 00 /100's Dollars

Words: Fifty Nine thousand four hundred sixty and 00 /100's Dollars

All work shall be performed in accordance with the terms and conditions of this Independent Contractor Agreement, which includes all General and Technical Specification Provisions as outlined herein for the Full or Reduced Services. Any modification to the number of occurrences for any service shall be made per written direction by the District. Service occurrences may be modified with 30 days advance written notice by the District.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median-monument-parkway, irrigation, and landscaping as set forth in Exhibit A of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 1 has/have been received and is/are made a part of this proposal.

Branch Manager March 28, 2012

(AUTHORIZED SIGNATURE AND TITLE) (DATE)

C. OPTIONAL SERVICE LEVELS*

*Optional Service Levels are levels of landscaping service not currently being provided. Details for each Service Schedule Level are listed in Exhibit E, Schedule I, Section V: FREQUENCY OF SERVICE TABLE, page 74. At the discretion of the Community Services District, an optional level of service other than the current service level may be requested. **PLEASE INCLUDE COSTS TO PROVIDE MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY LANDSCAPING & IRRIGATION SERVICES FOR OPTIONAL SERVICE LEVELS IN ADDITION TO THE CURRENT SERVICE LEVEL AS DESCRIBED ON PAGES 87 and 88.**

- **Service Schedule Level 2 – Optional Service for Area A**

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Alessandro Blvd Flaming Arrow Drive to Kitching Street	Planter: 17,470 sq. ft.	$ 290.08	$ 3,480.96
Old Hwy 215 South of Alessandro Blvd	Planter: 4,328 sq. ft.	$ 71.86	$ 862.37
Perris Blvd.South of Alessandro Blvd.	Planter: 751 sq. ft.	$ 12.47	$ 149.64
Perris Blvd. North of Iris Ave.	Planter: 2,200 sq. ft.	$ 36.53	$ 438.36
Perris Blvd.North of Krameria Ave.	Planter: 3,324 sq. ft.	$ 55.19	$ 662.32
Perris Blvd. at San Michele Rd.	Planter: 5,335 sq. ft.	$ 88.58	$ 1,063.22
Perris Blvd. North of Globe St.	Planter: 4,110 sq. ft.	$ 68.24	$ 818.93
Perris Blvd. South of Globe St.	Planter: 4,950 sq. ft.	$ 82.19	$ 986.31
Perris Blvd. North of Eucalyptus Ave.	Planter: 1,760 sq. ft.	$ 29.22	$ 350.69
Perris Blvd. South of Iris Ave.	Planter: 5,838 sq. ft.	$ 96.94	$ 1,163.24
South side of Elder Ave. from Greenville Ave to Brewster Dr.	Planter: 7,471 sq. ft	$ 124.05	$ 1,488.63
Cactus Ave. Between Frederick St. & Heacock St	Planter: 31,232 sq. ft	$ 518.59	$ 6,223.10
Moreno Beach Dr. North of Cactus Ave.	Planter: 9,396 sq. ft	$ 156.02	$ 1,872.19
Perris Blvd. South of John F. Kennedy Dr.	Planter: 5,535 sq. ft	$ 91.91	$ 1,102.87
Service Schedule Level 2 Area A Sub-Total		$ 1,721.89	$ 20,662.62
Cost per sq. ft., per occurrence Level 2 Area A			$ 0.0166

- **Service Schedule Level 3 – Optional Service for Area A**

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Alessandro Blvd Flaming Arrow Drive to Kitching Street	Planter: 17,470 sq. ft.	$ 273.96	$ 3,287.58
Old Hwy 215 South of Alessandro Blvd	Planter: 4,328 sq. ft.	$ 67.87	$ 814.46
Perris Blvd.South of Alessandro Blvd.	Planter: 751 sq. ft.	$ 11.78	$ 141.33
Perris Blvd. North of Iris Ave.	Planter: 2,200 sq. ft.	$ 34.50	$ 414.01
Perris Blvd.North of Krameria Ave.	Planter: 3,324 sq. ft.	$ 52.13	$ 625.52
Perris Blvd. at San Michele Rd.	Planter: 5,335 sq. ft.	$ 83.66	$ 1,003.96
Perris Blvd. North of Globe St.	Planter: 4,110 sq. ft.	$ 64.45	$ 773.44
Perris Blvd. South of Globe St.	Planter: 4,950 sq. ft.	$ 77.63	$ 931.51
Perris Blvd. North of Eucalyptus Ave.	Planter: 1,760 sq. ft.	$ 27.60	$ 331.20
Perris Blvd. South of Iris Ave.	Planter: 5,838 sq. ft.	$ 91.55	$ 1,098.62
South side of Elder Ave. from Greenville Ave to Brewster Dr.	Planter: 7,471 sq. ft	$ 117.16	$ 1,405.92
Cactus Ave. Between Frederick St. & Heacock St	Planter: 31,232 sq. ft	$ 489.78	$ 5,877.37
Moreno Beach Dr. North of Cactus Ave.	Planter: 9,396 sq. ft	$ 147.35	$ 1,768.18
Perris Blvd. South of John F. Kennedy Dr.	Planter: 5,535 sq. ft	$ 86.80	$ 1,041.60
Service Schedule Level 3 Area A Sub-Total		$ 1,626.22	$ 19,514.70
Cost per sq. ft., per occurrence Level 3 Area A			$ 0.0157

RFP NO. M/12-13

- **Service Schedule Level ~~1~~ 2 – Optional Service for Area B**

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Alessandro Blvd. & Old Hwy 215 Monuments	Planter: 12,418 sq. ft.	$ 206.19	$ 2,474.33
	Turf: 5,477 sq. ft.	$ 90.94	$ 1,091.31
Alessandro Blvd. & Old Hwy 215 to Frederick Street	Planter: 39,098 sq. ft.	$ 649.20	$ 7,790.43
	Turf: 21,325 sq. ft.	$ 354.09	$ 4,249.09
Alessandro Blvd. & Frederick Street to Heacock Street	Planter: 33,880 sq. ft.	$ 562.56	$ 6,750.72
	Turf: 34,565 sq. ft.	$ 573.93	$ 6,887.21
Alessandro Blvd. & Heacock Street to Perris Boulevard	Planter: 15,609 sq. ft.	$ 259.18	$ 3,110.15
Cactus Avenue west of Elsworth Street	Planter: 2,500 sq. ft.	$ 41.51	$ 498.13
Service Schedule Level ~~1~~ 2 Sub-Total		$ 2,737.62	$ 32,851.38
Cost per sq. ft., per occurrence Level 1 Area B			$ 0.0166

- **Service Schedule Level 3 – Optional Service for Area B**

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Alessandro Blvd. & Old Hwy 215 Monuments	Planter: 12,418 sq. ft.	$ 194.74	$ 2,336.87
	Turf: 5,477 sq. ft.	$ 85.89	$ 1,030.68
Alessandro Blvd. & Old Hwy 215 to Frederick Street	Planter: 39,098 sq. ft.	$ 613.14	$ 7,357.62
	Turf: 21,325 sq. ft.	$ 334.42	$ 4,013.03
Alessandro Blvd. & Frederick Street to Heacock Street	Planter: 33,880 sq. ft.	$ 531.31	$ 6,375.68
	Turf: 34,565 sq. ft.	$ 542.05	$ 6,504.59
Alessandro Blvd. & Heacock Street to Perris Boulevard	Planter: 15,609 sq. ft.	$ 244.78	$ 2,937.37
Cactus Avenue west of Elsworth Street	Planter: 2,500 sq. ft.	$ 39.21	$ 470.46
Service Schedule Level 3 Sub-Total		$ 2,585.53	$ 31,026.30
Cost per sq. ft., per occurrence Level 3 Area B			$ 0.0157

PROPOSER: TruGreen LandCare
(Company Name)

Branch Manager March 28, 2012
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

D. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work, and Routine Irrigation Repair, include, but are not limited to: Exhibits A and C.

1. UNIT PRICES (Includes all labor and materials)

a. 1 gal. shrub/vine/ground cover in place	@	$ 8.00	ea
b. 5 gal. shrub/vine/ground cover in place	@	$ 25.00	ea
c. 5 gal. tree in place (stakes included)	@	$ 32.00	ea
d. 15 gal. tree in place (stakes included)	@	$ 80.00	ea
e. 24" box tree in place (stakes included)	@	$ 275.00	ea
f. 36" box tree in place (stakes included)	@	$ 675.00	ea
g. Flat of ground cover in place	@	$ 23.00	ea
h. Fertilizer application	@	$ 0.004	/sq. ft.
i. Planter bed mulch in place	@	$ 37.00	/cu. yd.
j. Additional labor	@	$ 30.00	/man hour
k. Additional irrigation technician	@	$ 55.00	/man hour

2. Irrigation repair parts for routine repairs @ cost plus 15 %.

3. Unit prices for Additional Landscape Areas per Exhibit C, Section 2 shall be as follows:

   a. Per Schedule II, Sections A or B cost per sq. ft., per occurrence depending upon the area in which additional work will be added.

   Or

   b. Per Schedule II, Section C as follows:

      1. Per Schedule II, Section C, Service Schedule, Level 2, Optional Service cost per sq. ft., per occurrence for Area A. $0.0166

      2. Per Schedule II, Section C, Service Schedule, Level 3, Optional Service cost per sq. ft., per occurrence for Area A. $0.0157

      3. Per Schedule II, Section C, Service Schedule, Level ~~1~~ 2, Optional Service cost per sq. ft., per occurrence for Area B. $0.0166

      4. Per Schedule II, Section C, Service Schedule, Level 3, Optional Service cost per sq. ft., per occurrence for Area B. $0.0157

4. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: TruGreen LandCare
(Company Name)

Branch Manager March 28, 2012
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

II. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, (Schedule II) A. "Bid Schedule"):

Fifty Nine thousand Four Hundred Sixty 00/100
(Dollar Amount in Words)

$ $59,460.00
(Dollar Amount in Figures)

Date: March 28, 2012

Proposer: TruGreen Land Care
(Company Name)

By: [signature]
(Signature)

Title: Branch Manager

State License Number and Classification: 970508 C27/D49

If a corporation, complete the following: N/A

INCORPORATED UNDER LAWS OF THE STATE OF _____

PRESIDENT _____

(Corporate Seal)

SECRETARY _____

III. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is a cashier's check, a certified check, or a Proposal Surety Bond for 10 %, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated March 28, 2012

Signature of Proposer _____

By Jim Angel, Branch Manager

Address of Proposer 1616 Marlborough Ave, Bldg 5.
Riverside, CA 92507

Telephone Number of Proposer (951) 688-6880

Names and Addresses of Members of the Company:

Partners: TruGreen LandCare L.L.C.
TruGreen Companies L.L.C.

(If a Corporation)

Signature of Proposer _____

By _____

Title _____

Business Address _____

_____

RFP NO. M/12-13

Affirmation of Proposal Guarantee *(cont.)*

Incorporated Under Laws of the State of _____

State License Number and Classification _____

PRESIDENT _____

SECRETARY _____

TREASURER _____

(Corporate Seal)

RFP NO. M/12-13

IV. PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we TRUGREEN LANDCARE, A CALIFORNIA GENERAL PARTNERSHIP, as principals, and LIBERTY MUTUAL INSURANCE COMPANY, a duly authorized corporate surety: Business Address 790 THE CITY DRIVE SOUTH, SUITE 200, ORANGE CA 92868, Phone (714) 634-5714, are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of TEN PERCENT OF TOTAL BID AMOUNT Dollars, ($10% OF TOTAL BID), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly, and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(~~s~~) (is) (~~are~~) about to hand in and submit to the Board of Directors of the Moreno Valley Community Services **District, a proposal for PROJECT NO. M/12-13 -, ZONE M (MEDIANS) MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY LANDSCAPING AND IRRIGATION**, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said Board of Directors, and if the said principal shall fail or neglect to enter into a Contract therefore within the required time, then in that case the undersigned obligors will pay to the Moreno Valley Community Services District the full sum of ONE HUNDRED DOLLARS PER WORKING DAY Dollars, ($ 100.00/WORKING DAY), as liquidated damages for such failure and neglect.

WITNESS our hands this 28TH day of MARCH, 20 12.

(SIGNATURE PAGE FOLLOWS)

RFP NO. M/12-13

Proposal Surety Bond (cont.)

PRINCIPAL	CORPORATE SURETY
Name: TRUGREEN LANDCARE, A CALIFORNIA GENERAL PARTNERSHIP	Name: LIBERTY MUTUAL INSURANCE COMPANY
Address: 1616 MALBOROUGH AVE., BUILDING S	Address: 790 THE CITY DRIVE SOUTH, SUITE 200
RIVERSIDE, CA 92507	ORANGE, CA 92868
Tel. No.: (909) 721-8464	Tel. No.: (714) 634-5714
By: Heather Win	By: Janina Monroe
HEATHER WIN, ATTORNEY-IN-FACT	JANINA MONROE, Attorney-in-Fact

SIGNING INSTRUCTIONS

- **The Bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.**
- **The Bond shall include attached Notary Certificates for the Attorney-in-Fact and the Principal.**
- **The Bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).**
- **The Bond shall include the address at which the Principal and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).**

If any of the above items are omitted, the proposal will be considered non-responsive and will be rejected.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On MARCH 28, 2012 (Date) before me, MISTY DAWN WRIGHT, NOTARY PUBLIC (Here Insert Name and Title of the Officer),

personally appeared HEATHER WIN (Name(s) of Signer(s)),

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

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

Witness my hand and official seal.

Signature _____ (Signature of Notary Public) MISTY DAWN WRIGHT

MISTY DAWN WRIGHT
COMM. #1896716
Notary Public California
LOS ANGELES COUNTY
My Comm. Exp. JULY 24, 2014

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: BID BOND FOR TRUGREEN LANDCARE, A CALIFORNIA GENERAL PARTNERSHIP

Document Date: MARCH 28, 2012 Number of Pages: _____

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☒ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On MARCH 28, 2012 (Date) before me, MISTY DAWN WRIGHT, NOTARY PUBLIC (Here Insert Name and Title of the Officer),

personally appeared JANINA MONROE (Name(s) of Signer(s)),

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

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

Witness my hand and official seal.

Signature _____ (Signature of Notary Public) MISTY DAWN WRIGHT

MISTY DAWN WRIGHT
COMM. #1896716
Notary Public California
LOS ANGELES COUNTY
My Comm. Exp. JULY 24, 2014

Place Notary Seal Above

OPTIONAL

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Description of Attached Document

Title or Type of Document: BID BOND FOR TRUGREEN LANDCARE, A CALIFORNIA GENERAL PARTNERSHIP

Document Date: MARCH 28, 2012 Number of Pages: _____

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☒ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
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TRUGREEN LandCare℠

POWER OF ATTORNEY

TruGreen LandCare L.L.C. ("TruGreen"), a Delaware Limited Liability Company, with its principal place of business located at 9416 Doctor Perry Road, Ijamsville, Maryland 21754, and a Federal Employer Identification Number of 36-4313318, hereby constitutes and appoints, jointly and severally, the employees of Lockton Insurance Brokers LLC ("Lockton") identified below, as its true and lawful attorney-in-fact, to execute all surety bonds with a face amount of up to $1,000,000 issued on behalf of TruGreen or any of TruGreen's direct and/or indirect subsidiaries as set forth herein.

EMPLOYEE	LOCATION
Paul Boucher	Lockton Insurance Brokers LLC-Los Angeles
Janina Monroe	Lockton Insurance Brokers LLC-Irvine
Jeremy Yeung	Lockton Insurance Brokers LLC-Los Angeles
Alan M. Weiss	Lockton Insurance Brokers LLC-Los Angeles
Richard A. Roderick	Lockton Insurance Brokers LLC-Los Angeles
Heather Win	Lockton Insurance Brokers LLC-Los Angeles
Misty Wright	Lockton Insurance Brokers LLC-Los Angeles
Debra J. Scarborough	Lockton Insurance Brokers LLC-Kansas City
Christy M. McCart	Lockton Insurance Brokers LLC-Kansas City

This Power of Attorney shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days' written notice.

This Power of Attorney shall include the following direct and indirect subsidiaries of TruGreen and any and all direct and/or indirect subsidiaries that are acquired or formed by TruGreen after the execution of this Power of Attorney.

SUBSIDIARIES	FEDERAL EMPLOYER IDENTIFICATION NUMBER
TruGreen LandCare, a California General Partnership	36-4313318
TruGreen LandCare of Nevada L.L.C.	36-4345959
TruGreen LandCare of Alabama L.L.C.	36-4345958
Minnesota Lawn Maintenance, Inc.	41-1766873

IN WITNESS WHEREOF, the individual signing below affirms his/her authority to sign this Power Of Attorney on behalf of TruGreen LandCare L.L.C. and to grant the powers contained herein.

Dated this 6 th day of October, 2011

TruGreen LandCare L.L.C.

By: _____
Mac McIlvried, President & CEO

(Signature to be notarized)

~~~
~~~

2969271

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

PAUL BOUCHER, JANINA MONROE, THOMAS G. MCCALL, JEREMY YEUNG, ALL OF THE CITY OF LOS ANGELES, STATE OF CALIFORNIA

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100**********DOLLARS ($ **50,000,000.00**********) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 21st day of June, 2010.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 21st day of June, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this MAR 26 2012 day of

By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

MV00204022

TRUGREEN LandCare℠

DESIGNATION OF REPRESENTATIVE

I, Debra Wood, Chief Financial Officer of TruGreen LandCare L.L.C., the general partner of TRUGREEN LANDCARE, a California general partnership ("Company"), with full power and authority, do hereby authorize and direct Jim Angel, Branch Manager, TruGreen LandCare, 1616 Marlborough, Building S, Riverside, California 92507 to represent the Company to execute any and all bid documents, related contracts and documents to effectuate the terms of the contract for Moreno Valley Community Services District R.F.P. #M/12-13 – Maintenance of Median-Monument-Parkway Landscaping and Irrigation entered into on behalf of the Company with the Moreno Valley Community Services District.

This Designation of Representative expires at midnight on March 28, 2013.

TRUGREEN LANDCARE, a California general Partnership

By: TruGreen LandCare L.L.C.,
Its: General Partner

By: Debra Wood
Debra Wood
Chief Financial Officer

Dated: March 28, 2012

STATE OF Maryland }
COUNTY OF Frederick }

Before me, Nancy Pope, a Notary Public for said State and County, personally appeared DEBRA WOOD, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged herself to be the Chief Financial Officer of TruGreen LandCare L.L.C., a Delaware limited liability company, the General Partner of TRUGREEN LANDCARE, the within named bargainor, a California general partnership, and that she as such Chief Financial Officer, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand, at office, this 28th day of March, 2012.

Nancy Pope
Notary Public

My Commission Expires:

NOTARY PUBLIC SEAL STATE OF MARYLAND
NANCY POPE
Notary Public
Frederick Co., MD
My Comm. Exps. Aug. 4, 2015

RFP NO. M/12-13

V. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF)§ Riverside

(NAME) James Angel, affiant being first duly sworn, deposes and says:

That he or she is Branch Manager of
(sole owner, partner or other proper title)

TruGreen LandCare the party making the
(Contractor)

foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: TruGreen LandCare

Bidder's Address: 1616 Marlborough Ave, Bldg. S
Riverside, CA 92507

Telephone No.: (951) 688-6880

James Angel
(Signature of Bidder)

Branch Manager
(Title)

ALL SIGNATURES MUST BE NOTARIZED

State of California
County of RIVERSIDE
Subscribed and sworn to (or affirmed) before me on this 28TH day of MARCH 2012 by JAMES ANGEL
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.
Signature P. Kesuma

P. KESUMA
Commission # 1931083
Notary Public - California
Riverside County
My Comm. Expires Apr 17, 2015

APPENDIX A: PREVAILING WAGE DETERMINATION

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

DETERMINATION: SC-LML-2008-1
ISSUE DATE: February 22, 2008
EXPIRATION DATE OF DETERMINATION: December 31, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

		Employer Payments					Straight-Time		Overtime
LOCALITY:	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2X
Imperial	$8.00	-	-	[a]0.115	0.17	-	8	[b]8.285	[b]12.285
Inyo, Mono and San Bernardino	8.00	-	-	0.30	0.17	-	8	8.47	12.47
Kern	8.00	-	-	[c]0.16	0.17	-	8	[b]8.33	[b]12.33
	10.00	-	-	[d]0.27	0.46	-	8	[b]10.73	[b]15.73
Los Angeles	8.00	0.89	-	[e]0.115	0.14	-	8	[b]9.145	[b]13.145
Orange	8.00	-	-	[f]0.11	0.11	-	8	[b]8.22	[b]12.22
Riverside	8.00	-	-	[g]0.20	0.16	-	8	[b]8.36	[b]12.36
San Diego	8.00	-	-	0.22	0.115	-	8	8.335	12.335
	8.00	-	-	0.24	0.12	-	8	8.36	12.36
San Luis Obispo	8.00	-	-	[h]0.15	0.15	-	8	8.30	12.30
	8.00	-	-	[i]0.16	0.16	-	8	8.32	12.32
Santa Barbara	8.00	-	-	[j]0.12	0.12	-	8	[b]8.24	[b]12.24
	8.00	-	-	[k]0.13	0.13	-	8	[b]8.26	[b]12.26
Ventura	8.00	-	-	0.115	0.16	-	8	8.275	12.275
	8.00	2.97	-	[l]0.19	0.26	-	8	[b]11.42	[b]15.42

Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

[a] $0.22 after 3 years of service.
[b] Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
[c] $0.31 after 2 years of service.
[d] $0.54 after 2 years of service: $0.81 after 3 years of service.
[e] $0.24 after 3 years of service: $0.37 after 7 years of service.
[f] $0.22 after 4 years of service.
[g] $0.40 after 3 years of service.
[h] $0.23 after 2 years of service.
[i] $0.27 after 2 years of service.
[j] $0.38 after 3 years of service.
[k] $0.29 after 2 years of service.
[l] $0.31 after 2 years of service.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Travel and subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

APPENDIX B: MONTHLY LANDSCAPE SERVICES REPORT FORM

MONTHLY LANDSCAPE SERVICES REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT

PROJECT NO._____ MONTH OF _____, 20___

MAINTENANCE • DATE(S) • AREA • SERVICE TYPE: MOW/EDGE TRIM/PRUNE-WEED LITTER-IRRIGATION ETC.	FERTILIZER • DATE(S) • AREA • PRODUCT/ANALYSIS • AMOUNT/AREA • CROP	PESTICIDES • DATE(S) • PRODUCT USED • AMOUNT USED • AREA • TARGET PEST	COMPLAINTS • DATE(S) RECEIVED • AREA/LOCATION • COMPLAINT/ACTION • DATE CORRECTED • CORRECTIVE ACTION	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED • CORRECTIVE ACTION
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

APPENDIX B: WEEKLY IRRIGATION REPORT FORM

WEEKLY IRRIGATION REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT

CONTROLLER NO. _____

FOR MONTH OF _____, 20___

STATION NO. _____

PROJECT NO._____

	DATE(S) CHECKED	PROBLEM(S) IDENTIFIED	CORRECTIVE ACTIONS • DATE CORRECTED • CORRECTIVE ACTION DETAILS	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

APPENDIX C: GREENWASTE REPORT FORM

MORENO VALLEY COMMUNITY SERVICES DISTRICT
-MONTHLY GREENWASTE REPORT-
FOR

MONTH:_____ YEAR:_____

1. Source of greenwaste (Project No./Location):_____

   _____

2. Amount of greenwaste generated from above source (by weight):
   _____LBS. –or- TONS.

3. Name, address, and phone number of recycle accepting greenwaste:
   - Company Name:_____
   - Address: _____

     _____
   - Phone Number: (_____)_____

4. Amount of greenwaste-source products (mulch, compost, top dressing, and soil amendments, etc.) furnished to Project (by weight):

   _____ LBS. -or- TONS.

5. Name, address, and phone number of recycle supplying greenwaste-source products to Project (if different from No. 3 above):

   _____

   _____

   _____

6. Number of times turf mowed this month:_____

7. Number of times turf mowed without clippings caught:_____

CONTRACTOR:_____

ADDRESS:_____

PHONE:_(_____)_____

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

4/29/2013

DATE (MM/DD/YYYY) 6/13/2012

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

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

PRODUCER
Lockton Insurance Brokers, LLC
725 S. Figueroa Street, 35th Fl.
CA License #0F15767
Los Angeles CA 90017
(213) 689-0065

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company NY	16535
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1342002 TruGreen LandCare, LLC
9416 Doctor Perry Road
Ijamsville MD 21754

COVERAGES TRULA01 D6 CERTIFICATE NUMBER: 11855056 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC	Y	N	GLO 4783593 01	4/29/2012	4/29/2013	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 10,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC 4783592 01	4/29/2012	4/29/2013	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

RISK MANAGEMENT
Approved
By Date
NOT APPLICABLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority, their officers, employees and agents are named as additional insured. This insurance is primary and non contributory in regards to the general liability.

2012 JUN 25 PM 2:44

CERTIFICATE HOLDER

11855056
City of Moreno Valley
14177 Frederick Street
PO Box 88005
Moreno Valley CA 92552

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Timothy G. Name

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MV00204029

POLICY NUMBER: GLO 4783593-00
ENDORSEMENT NO.: 1

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

POLICY NUMBER	EFF. DATE OF POLICY	EXP. DATE OF POLICY	EFF. DATE OF ENDT	PRODUCER NO.	ADD'L PREMIUM	RETURN PREMIUM
GLO4783593-01	4/29/2012	4/29/2013	06/16/2011	75428-000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: TruGreen Landcare, LLC
Address (including ZIP Code): 860 Ridge Lake Boulevard
Memphis, TN 38120

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority, their officers, employees and agents	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE 4/29/2013

DATE (MM/DD/YYYY) 6/26/2012

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

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

PRODUCER
Lockton Insurance Brokers, LLC
725 S. Figueroa Street, 35th Fl.
CA License #0F15767
Los Angeles CA 90017
(213) 689-0065

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Company A+(XV)	16535
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
1340830 TruGreen LandCare, LLC
9416 Doctor Perry Road
Ijamsville MD 21754

COVERAGES TRULA01 D6 CERTIFICATE NUMBER: 11855056 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC	Y	N	GLO 4783593 01	4/29/2012	4/29/2013	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 10,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	N	N	BAP 4783594 01	4/29/2012	4/29/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		NOT APPLICABLE			WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ XXXXXXX
							E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority, their officers, employees and agents are named as additional insured. This insurance is primary and non contributory in regards to the general liability.

RISK MANAGEMENT
Approved
6-27-12

CERTIFICATE HOLDER

By Date

11855056
City of Moreno Valley
14177 Frederick Street
PO Box 88005
Moreno Valley CA 92552

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Additional Insured - Automatic - Owners, Lessees Or Contractors **ZURICH**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO 4783593 01 ✓	4/29/2012	4/29/2013	4/29/2012			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: TruGreen Landcare, L.L.C.

A. Section II - Who Is An Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.

B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under **Section I - Coverage A - Bodily Injury And Property Damage Liability** and **Section I - Coverage B - Personal And Advertising Injury Liability**, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf,

and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement, performed for the additional insured person or organization.

C. However, regardless of the provisions of Paragraphs **A.** and **B.** above:

1. We will not extend any insurance coverage to any additional insured person or organization:

a. That is not provided to you in this policy; or

b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and

2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:

a. The Limits of Insurance provided to you in this policy; or

b. The Limits of Insurance you are required to provide in the written contract or written agreement.

D. The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

Attachment Code: D464980
Certificate ID: 11855056

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities.

E. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

2. We receive written notice of a claim or "suit" as soon as practicable; and

3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F. For the coverage provided by this endorsement:

1. The following paragraph is added to Paragraph **4.a.** of the Other Insurance Condition of **Section IV - Commercial General Liability Conditions:**

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of **Section IV - Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

All other terms and conditions of this policy remain unchanged.

Attachment Code: D464300
Certificate ID: 11855056

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone M • Median - Monument - Parkway

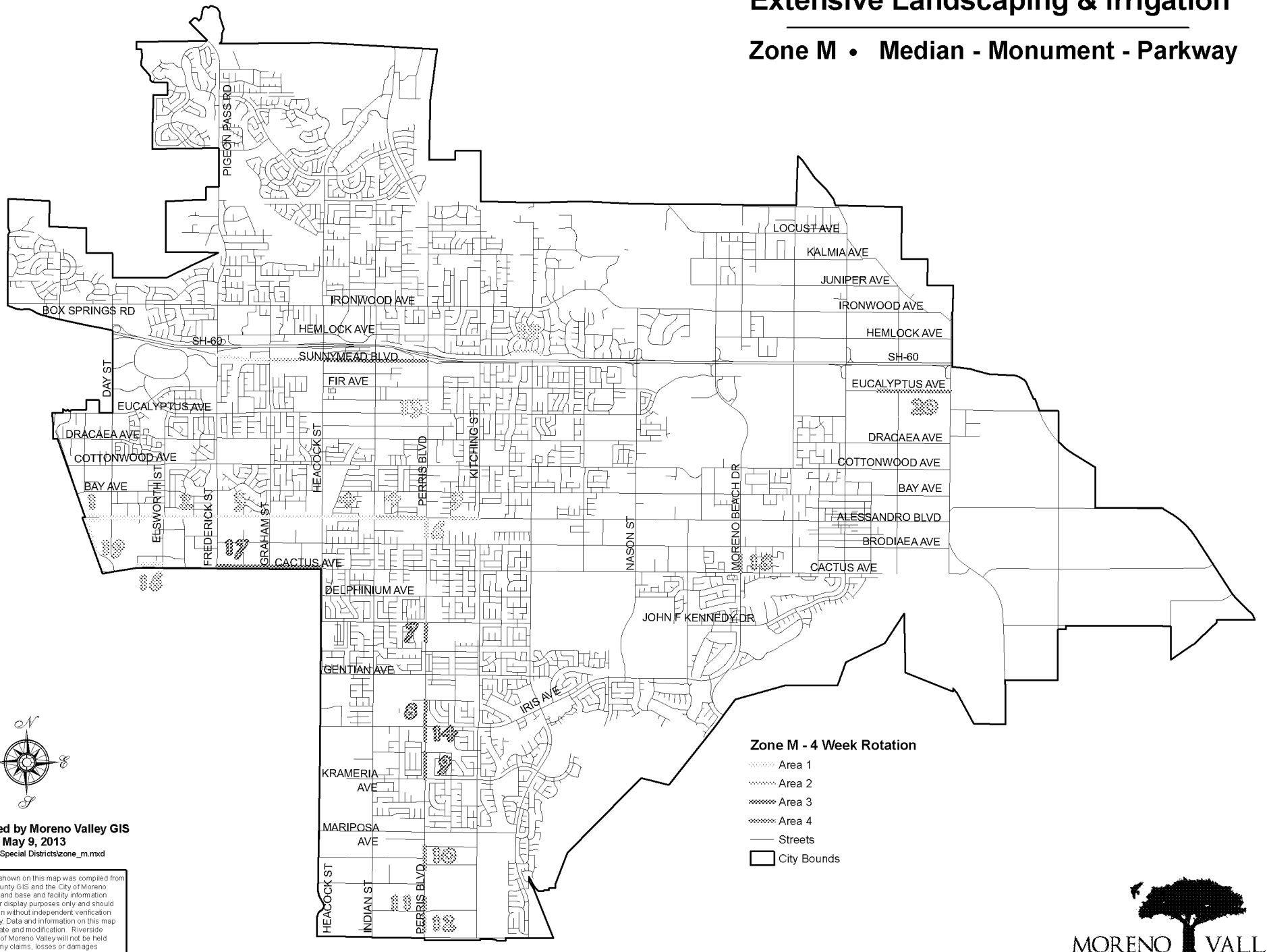

Map Created by Moreno Valley GIS
Print Date: May 9, 2013
File: G:\ArcMap\Special Districts\zone_m.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone M • Medians - Monuments - Parkways

Alessandro Boulevard Medians & Monuments

1. Old Hwy 215 Monuments
   - 17,895 square feet (includes 5,477 sq.ft. turf)
   - 8 trees
   - 4 remote control valves - 1 controller
2. Old Hwy 215 to Frederick Street
   - 60,423 square feet (includes 21,325 sq.ft. turf)
   - 75 trees
   - 32 remote control valves - 2 controllers
3. Frederick Street to Heacock Street
   - 68,445 square feet (includes 34,565 sq.ft. turf)
   - 64 trees
   - 22 remote control valves - 2 controllers
4. Heacock Street to Perris Boulevard
   - 15,609 square feet
   - 4 trees
   - 4 remote control valves - 2 controllers
5. Flaming Arrow Dr to Kitching St
   -17,470 square feet
   -21 trees
   -16 valves - 1 controller

Perris Boulevard Medians

6. South of Alessandro Boulevard
   - 751 square feet
   - 1 tree
   - 2 remote control valves - 1 controller
7. South of John F. Kennedy Drive
   - 5,535 square feet
   - 15 trees
   - 8 remote control valves - 1 controller
8. North of Iris Ave
   - 2,200 square feet
   - 7 trees
   - 4 valves - 1 controller
9. North of Krameria Avenue
   - 3,324 square feet
   - 5 trees
   - 3 valves - 1 controller
10. At San Michele Road
    - 5,335 square feet
    - 10 trees
    - 6 valves - 1 controller
11. Perris Blvd (North of Globe St)
    - 4,110 square feet
    - 8 trees
    - 1 controller
12. Perris Blvd (South of Globe St)
    - 4,950 square feet
    - 12 trees
    - 7 valves - 1 controller
13. Perris Blvd (North of Eucalyptus Ave)
    - 1,760 square feet
14. Perris Blvd (South of Iris Ave)
    - 5,838 square feet

Elder Avenue Retention Basin Parkway

15. South Side of Elder Avenue from Grenville Avenue to Brewster Drive
    - 7,471 square feet
    - 1 tree
    - 2 remote control valves - 1 controller

Cactus Avenue Medians

16. Cactus Ave. west of Elsworth
    - 2,500 square feet
    - 5 trees
    - 4 valves - 1 controller
17. Cactus Ave between Frederick St & Heacock St
    - 31,232 square feet

Moreno Beach Medians

18. Moreno Beach Dr (North of Cactus Ave)
    - 9,396 square feet

Old 215 Medians

19. Old 215 (South of Alessandro Blvd)
    - 4,328 square feet

Sketchers Median

20. Eucalyptus Ave
    - 41,250 square feet

Print Date: May 9, 2013
File: G:\ArcMap\Special Districts\zone_m_pg2.mxd

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Richard Teichert, Chief Financial Officer/City Treasurer

AGENDA DATE: June 11, 2013

TITLE: THIRD EXTENSION OF THE AGREEMENT - PROJECT NO. BDEMS/10 BACKFLOW TESTING, REPAIR AND REPLACEMENT SERVICES WITHIN LANDSCAPED CSD MAINTAINED PARKWAYS AND MEDIANS

RECOMMENDED ACTION

Recommendations:

1. Approve the Third Extension of the Agreement ("Third Extension Agreement") for BDEMS/10 with E. R. Block Plumbing, Inc., 10910 Hole Avenue, Riverside, CA 92505 to provide backflow testing, repair, and replacement of backflow devices throughout each of the CSD maintained landscaped areas and water quality basins.

2. Authorize the City Manager to execute the Third Extension Agreement for BDEMS/10 with E. R. Block Plumbing, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to E. R. Block Plumbing, Inc. in the not-to-exceed (NTE) amount of $37,500.00 ($4,800.00 for base testing services and $32,700.00 for additional work services).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A.

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include:

> Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services.
>
> Zone E (extensive landscape maintenance), provides landscape maintenance services at full (standard) or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), E-15 (Celebration), and E-16 (Shadow Mountain).
>
> Zone M (Commercial, Industrial, and/ Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide, and
>
> Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance provided to the CSD landscaped areas and the NPDES water quality basins is performed via contract services by professionally licensed and insured contractors that perform landscape or specialty maintenance services, which include such services as backflow testing, repair and replacement. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement (Agreement). In accordance with the terms of the Agreement, annual extensions of the Agreement (Extension Agreement) may be entered into up to no more than 4 extensions of the original Agreement, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the CSD (District) and Contractor, at the base rate as provided in the Agreement, plus an additional amount for extra or unanticipated work (additional work amount) that may be performed during the term of the Agreement, plus any applicable Extension Agreement.

The Agreement or Extension Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. “Base services” for work associated with backflow devices includes yearly testing of each backflow

device within each of the landscaped parkways and medians that are irrigated with potable water. "Additional work services" for work associated with backflow devices includes, but is not necessarily limited to, additional labor and material costs for the repair and replacement of backflow devices at the unit prices for additional work as specified in the Agreement.

DISCUSSION

On April 8, 2010 the Special Districts Division of the Financial and Management Services Department (formerly the Public Works Department) received valid proposals from five (5) plumbing companies in response to a Request for Proposal (RFP) to provide backflow testing services of the backflow devices in each the landscaped parkways, medians and water quality basin areas where potable water provides irrigation. On June 3, 2010, upon staff's evaluation of the proposals and recommendation, on behalf of the CSD the Special Districts Division Manager with approval as to the legal form by the City Attorney awarded the contract for backflow services to E. R. Block Plumbing, Inc., Riverside (the "Contractor"). The amount of the Agreement for the initial twelve-month term in fiscal year (FY) 2010/11 was $4,240.00 for base testing services.

Based on the Contractor's satisfactory performance, and in accordance with the Agreement, an extension of the Agreement (First Extension Agreement) was entered into for FY 2011/12 for $4,240.00 for backflow testing services. With continued satisfactory performance by the Contractor, a second extension of the Agreement was entered into for FY 2012/13 for $34,240.00 ($4,240.00 for base testing services and $30,000.00 for additional work). The additional work amount was included after a theft of backflow devices occurred in the prior FY.

In February of 2013, a First Amendment to the Agreement for BDEMS/10 (First Amendment) was entered into for an increase in the additional work service from a total amount of $34,240.00 to $63,680.10, an increase of $29,440.10 as a result of 20 thefts of backflow devices. A Second Amendment was entered into in April of 2013, for an increase in the total amount from $63,680.10 to $93,273.56, an increase of $29,593.46 in additional work for repair and replacement of another 20 backflows that were stolen or damaged. In May of 2013, a Third Amendment was presented to and approved by the CSD Board to increase the Amended Agreement for BDEMS/10 from $93,273.56 to $109,026.44, an increase of $15,752.88 in additional work for repair and replacement of an additional 9 backflow devices that were stolen. Following approval of the Third Amendment, a Fourth Amendment was entered into, which increased the total amount from $109,026.44 to $110,470.04, an increase of $1,443.60 for the replacement of one additional backflow device during FY 2012/13.

The Amendments that occurred during FY 2012/13 were due to an abnormally high rate of thefts and attempted thefts of the backflow devices, resulting in the increase in additional work service costs for the emergency repair or replacement of the stolen devices. The number of thefts of backflow devices since April/May of 2013 has significantly diminished and staff is hopeful that the cost of the backflow services will

normalize back to a level where services consist primarily of base testing and the occasional repair of backflow facilities at $20.00 per test per facility per year and approximately $37,500.00 for repairs and possible replacement of aging facilities.

The Contractor has consistently provided satisfactory service in accordance with the terms of the Agreement as extended and amended and both District and Contractor have agreed to extend the Amended Agreement.

Approval of the Extension Agreement for Fiscal Year 2013/14

Approval of the Third Extension Agreement is being recommended for authorization in the NTE amount of $37,500.00 ($4,800.00 for base testing services and $32,700.00 for additional work). The base amount has increased with the acceptance of added median and water quality basins that are being provided maintenance services. This extension is the third of four possible extensions allowed per the terms of the Agreement.

Authority for City Manager Approval of Extension Agreements for the Balance of Available Extensions to the Agreement.

Pursuant to City Council Resolution No. 2008-115, the City Council shall provide approval of procurements greater than $100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Amended Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the BDEMS/10 Amended Agreement, as may be allowed per the terms of the Amended Agreement. Potential extensions are those extensions which may be allowed, contingent upon satisfactory service by the Contractor and concurrence by the District and Contractor to enter into an extension of the Agreement, or the Agreement as Amended.

BDMES/10						
	FY 2010/11 Original Amended Agreement [1]	FY 2011/12 First Extension[1]	FY 2012/13 Second Extension[2]	FY 2013/14 Proposed Third Extension[3]	FY 2014/15 Potential Fourth Extension[4]	Cumulative Total
Base	$ 4,240.00	$ 4,240.00	$ 4,240.00	$ 4,800.00	$ 4,800.00	$ 22,320.00
Additional Work	$ -	$ -	$106,230.04	$ 32,700.00	$ 32,700.00	$ 171,630.04
Total	$ 4,240.00	$ 4,240.00	$110,470.04	$ 37,500.00	$ 37,500.00	$ 193,950.04

[1] In accordance with the terms of the Original Agreement, Exhibit C., 2., a., *additional work shall be calculated either at the prices set forth by Contractor in the Additional Work Price List, Sections A., B., or C.,* (of the Agreement) *or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director.* Additional work that may have occurred during FY 2010/11 and 2011/12 was provided through written estimates from the Contractor and paid by way of direct payments from the CSD Zones or NPDES program out of unencumbered budgeted funds for the program budgets where backflow repairs or replacements were necessary.

[2] Due to theft activity during FY 2011/12, an additional work amount was provided for in the Second Extension Agreement for FY 2012/13; however, from January 2013 through May 2013 some 53 thefts or attempted thefts occurred which required the Agreement to be amended four times for a total additional work cost of $106,230.04 (an increase of $76,230.04 in the initial origination of the Second Extension Agreement.

[3] The Proposed Third Extension includes an increase in the base amount of the Amended Agreement to accommodate testing of additional backflows in newly accepted median and water quality basin areas.

Staff is requesting the City Council authorize the City Manager to approve extensions and any necessary amendments, as well as associated purchase orders (P.O.) for all remaining extensions available, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council (CSD Board) and demonstration by the Contractor of having provided satisfactory performance of the services, per the terms of the Amended Agreement in the prior year(s), and both the City and the Contractor mutually agreeing to extend the Amended Agreement.

ALTERNATIVES

1. Approve the Third Extension Agreement for BDEMS/10 with E. R. Block Plumbing, Inc. in the form attached hereto to provide for the continuation of backflow testing, repair and replacement services; authorize the City Manager to execute said Third Extension Agreement for BDEMS/10 with E. R. Block Plumbing, Inc.; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $37,500.00 ($4,800.00 for BDEMS/10 base testing services and $32,700.00 for BDEMS/10 additional work services); and authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement and authorize the associated P.O.s as may be required in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will help insure that the water remains free of contaminates through routine testing and necessary repair of the backflows in the landscaped areas along with preventing interruptions in irrigation services as provided to the landscaped parkways, medians and water quality basins which are irrigated with potable water.*

2. Do not approve the Third Extension Agreement for BDEMS/10 with E. R. Block Plumbing, Inc. in the form attached hereto to provide for the continuation of backflow testing, repair and replacement services; nor authorize the City Manager to execute said Third Extension Agreement for BDEMS/10 with E. R. Block Plumbing, Inc.; nor authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $37,500.00 ($4,800.00 base services and $32,700.00 for additional work services); and do not authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement nor authorize subsequent P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative, the CSD Board may allow for a lapse in necessary testing, repair and replacement services to the backflow devices located within the landscaped parkways, medians and water quality basins maintained by the CSD. Assurance that backflow devices are functioning properly and replaced in a timely manner helps to insure that the City's water is free of contaminates and preserves the landscaping through a fully functioning potable irrigation system.*

FISCAL IMPACT

Administration and maintenance of the CSD landscaped areas (Zones) is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills. Revenue from the parcel charges collected for each Zone may only be used for landscape maintenance services, which include landscape related services such as backflow testing, repair and replacements, as associated with the parkways and medians in that Zone. **The costs for testing and anticipated additional work services have been budgeted for the coming fiscal year**. **This action will not impact the City's General Fund.**

The following table represents the base and additional work costs for FY 2013/14 associated with the BDEMS/10 Third Extension Agreement for backflow services.

Service Area or Zone	Contractor	GL Account[1]	2013/14 Base Amount[2]	2013/14 Additional Work Amount[3]	2013/14 Total Amount[4]
D	E. R. Block Plumbing, Inc.	5111-30-79-25704-620910	$ 2,400.00	$ 12,500.00	$ 14,900.00
M		5112-30-79-25719-620910	$ 540.00	$ 3,400.00	$ 3,940.00
S		5114-30-79-25720-620910	$ 80.00	$ 2,000.00	$ 2,080.00
E-1		5013-30-79-25706-620910	$ 240.00	$ 1,200.00	$ 1,440.00
E-1A		5013-30-79-25707-620910	$ 60.00	$ 1,200.00	$ 1,260.00
E-2		5013-30-79-25708-620910	$ 460.00	$ 3,600.00	$ 4,060.00
E-3		5013-30-79-25709-620910	$ 140.00	$ 2,100.00	$ 2,240.00
E-3A		N/A	$ -	$ -	$ -
E-4		N/A	$ -	$ -	$ -
E-4A		N/A	$ -	$ -	$ -
E-7		5013-30-79-25713-620910	$ 60.00	$ 1,200.00	$ 1,260.00
E-8		5013-30-79-25714-620910	$ 20.00	$ 800.00	$ 820.00
E-12		5013-30-79-25715-620910	$ 40.00	$ 700.00	$ 740.00
E-14		5013-30-79-25716-620910	$ 120.00	$ 700.00	$ 820.00
E-15		5013-30-79-25717-620910	$ 40.00	$ 600.00	$ 640.00
E-16		5013-30-79-25718-620910	$ 60.00	$ 1,200.00	$ 1,260.00
NPDES		2008-20-29-20450-620910	$ 540.00	$ 1,500.00	$ 2,040.00
		Totals for the BDEMS/10 Agreement	$ 4,800.00	$ 32,700.00	$ 37,500.00

[1] GL Accounts that reflect N/A do not have backflow devices in the Service Areas or Zones for these account. Those Service Areas or Zones are irrigated with nonpotable water sources, which do not affect potable water facilities.

[2] The Base Amount is a breakdown of the costs allocated to each of the Service Areas or Zones that receive backflow testing services as part of the BDEMS/10 Agreement. This cost is based on the number of backflows to be tested. Each backflow test costs $20.00 per test. Funding for the backflow base testing services has been factored into the FY 2013/14 budget.

[3.] The Additional Work Amount is a breakdown of the costs allocated to each of the Service Areas or Zones that receive backflow services as part of the BDEMS/10 Amended Agreement. Additional work is based on an estimated cost for average repairs and the number of backflow facilities in each Service Area or Zone. Funding for the additional work has been factored in the FY 2013/14 budget.

[4] The Total Amount includes the proportional total amount for each Service Area or Zone that receives base testing services and may be provided additonal work services in accordance with the BDEMS/10 Amended Agreement.

CITY COUNCIL GOALS

Public Safety

Approval of the Third Extension to the Agreement for BDEMS/10 will allow for the required testing of the backflows along with the ability to perform repairs and/or replacements of backflow devices to help insure cleanliness and safety of the water available to the City for use.

NOTIFICATION

N/A.

ATTACHMENTS

1. Attachment 1 – Third Extension Agreement for BDEMS/10 for FY 2013/14
2. Attachment 2 – Fourth Amendment to the Agreement for BDEMS/10
3. Attachment 3 – Third Amendment to the Agreement for BDEMS/10
4. Attachment 4 – Second Amendment to the Agreement for BDEMS/10
5. Attachment 5 – First Amendment to the Agreement for BDEMS/10
6. Attachment 6 – Extension to the Agreement (Second Extension Agreement) for BDEMS/10 for FY 2012/13
7. Attachment 7 – Extension to the Agreement (First Extension Agreement) for BDEMS for FY 2011/12
8. Attachment 8 – Agreement for BDEMS/10

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer/City Treasurer

Concurred By:
Candace Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

THIRD EXTENSION AGREEMENT
PROJECT NO. BDEMS/10
BACKFLOW TESTING SERVICES

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereinafter, "District") and **E. R. Block Plumbing, Inc.** (hereinafter, "Contractor").

WHEREAS, the District and Contractor entered into an agreement dated June 3, 2010, referencing Project No. BDEMS/10 regarding backflow testing services (hereinafter, "Agreement").

WHEREAS, backflow testing, repair and replacement services provided during the initial term of the Agreement were sufficiently performed, and both District and Contractor mutually agreed to enter into an extension of the Agreement (First Extension Agreement) for the term of July 1, 2011 to June 30, 2012; and,

WHEREAS, backflow testing, repair and replacement services provided during the term of the Extension Agreement as first extended were sufficiently performed, and both District and Contractor mutually agreed to enter into a second extension of the Agreement (Second Extension Agreement) for the term of July 1, 2012 to June 30, 2013; and,

WHEREAS, a First Amendment to the Agreement was entered into, which clarified the areas to be serviced, which include Zones D, E, M, and S along with the NPDES (water quality basin) landscaped locations, and adjusted the Agreement as extended to accommodate the additional work amount of the Agreement from $30,000.00 to $59,440.10 an increase of $29,440.10 for unanticipated backflow repairs, replacement and testing in accordance with the terms of the Agreement, Exhibit E, Additional Work Price List on page 59, to increase the cumulative total of the Agreement ($4,240.00 for base testing service and $30,000 for addition work) increased to $63,680.10; and,

WHEREAS, a Second Amendment to the Agreement was entered into, which adjusted the Amended Agreement as extended to accommodate a further increase in the additional work amount of the Amended Agreement from $59,440.10 to $89,033.56 an increase of $29,593.46 for unanticipated backflow repairs, replacement and testing in accordance with the terms of the Agreement, Exhibit E, Additional Work Price List on page 59, to increase the cumulative total of the Amended Agreement ($4,240.00 for base testing service and $89,033.56 for additional work) increased to $93,273.56; and,

THIRE EXTENSION AGREEMENT
PROJECT NO. BDEMS/10
BACKFLOW TESTING SERVICES

WHEREAS, a Third Amendment to the Agreement was entered into, which adjusted the Amended Agreement as extended to accommodate further increases in the additional work amount of the Amended Agreement from $89,033.56 to $104,786.44 an increase of $15,752.88 for unanticipated backflow repairs, replacement and testing in accordance with the terms of the Agreement, Exhibit E, Additional Work Price List on page 59, to increase the cumulative total of the Amended Agreement ($4,240.00 for base testing service and $104,786.44 for additional work) increased to $109,026.44; and,

WHEREAS, a Fourth Amendment to the Agreement was entered into, which adjusted the Amended Agreement as extended to accommodate further increases in the additional work amount from $104,786.44 to $106,230.04 an increase of $1,443.60 for unanticipated backflow repairs, replacement and testing in accordance with the terms of the Agreement, Exhibit E, Additional Work Price List on page 59, to increase the cumulative total of the Amended Agreement ($4,240.00 for base testing service and $106,230.04 for additional work) increased to $110,470.04; and,

WHEREAS, backflow testing, repair and replacement services provided during the first and second terms of the Amended Agreement as extended were sufficiently performed, and both District and Contractor mutually agreed to enter into a third extension of the Agreement (Third Extension Agreement) for the term of July 1, 2013 to June 30, 2014; and,

WHEREAS, pursuant to the terms of the Amended Agreement, both parties wish to further extend the Amended Agreement; and,

WHEREAS the Amended Agreement shall be extended for a period of twelve (12) months as a Third Extension Agreement under the following terms:

1. The Third Extension Agreement period shall commence on **July 1, 2013**, and shall terminate on **June 30, 2014**.

2. In accordance with Exhibit D, 1., b., of the Agreement, this Third Extension Agreement shall be considered the third of four possible extensions of the Agreement.

3. Notwithstanding Exhibit C, 1., b.,1., for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for work (labor, materials, supplies, equipment, etc.) performed under this Extension for backflow devices tested the previous month at the Contractor's Cost Per Test price, which shall be **TWENTY AND 00/100 DOLLARS** (**$20.00)**. The total contract amount for the twelve (12) month extension period shall not exceed **FOUR THOUSAND EIGHT HUNDREND AND 00/100 DOLLARS ($4,800.00)**, as listed on Exhibit A, attached hereto.

4. Notwithstanding Exhibit C, 2. a. and Exhibit E, Additional Work Price List, of the Agreement, for the period of this Third Extension and except as specifically approved by subsequent action of the CSD Board (City Council), the Director (the Chief Financial Officer/City Treasurer or their designated appointee) may not authorize additional work pursuant to this Third Extension or the Amended Agreement in excess of the cumulative total of **THIRTY-TWO THOUSAND SEVEN HUNDREND AND 00/100 DOLLARS** (**$32,700.00)** for necessary normal or emergency repair work and replacement parts as may be supplied by the Contractor, as listed on Exhibit A, attached hereto**.**

5. Except as set forth herein, all other terms and conditions of the Amended Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

THIRE EXTENSION AGREEMENT
PROJECT NO. BDEMS/10
BACKFLOW TESTING SERVICES

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley
Community Services District

By: _____
Title: City Manager, acting in the capacity
Of District Manager to the Moreno
Valley Community Services District

Date: _____

Contractor: E. R. Block Plumbing

By: _____
Title: (President or Vice President)

Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or
Assistant Secretary

Date: _____

Affix Corporate Seal Below

THIRE EXTENSION AGREEMENT
PROJECT NO. BDEMS/10
BACKFLOW TESTING SERVICES

Estimated Backflow Services

	Testing (620910)			Additional Services (620910)	
Zone	**Cost per test**	**# of Backflows**	**Total Annual Cost**	**Additional Work**	**Total Cost**
D	$ 20.00	120	$ 2,400.00	$ 12,500.00	$ 14,900.00
M	$ 20.00	27	$ 540.00	$ 3,400.00	$ 3,940.00
S	$ 20.00	4	$ 80.00	$ 2,000.00	$ 2,080.00
E-1	$ 20.00	12	$ 240.00	$ 1,200.00	$ 1,440.00
E-1A	$ 20.00	3	$ 60.00	$ 1,200.00	$ 1,260.00
E-2	$ 20.00	23	$ 460.00	$ 3,600.00	$ 4,060.00
E-3	$ 20.00	7	$ 140.00	$ 2,100.00	$ 2,240.00
E-3A	$ 20.00	0	$ -	$ -	$ -
E-4	$ 20.00	0	$ -	$ -	$ -
E-4A	$ 20.00	0	$ -	$ -	$ -
E-7	$ 20.00	3	$ 60.00	$ 1,200.00	$ 1,260.00
E-8	$ 20.00	1	$ 20.00	$ 800.00	$ 820.00
E-12	$ 20.00	2	$ 40.00	$ 700.00	$ 740.00
E-14	$ 20.00	6	$ 120.00	$ 700.00	$ 820.00
E-15	$ 20.00	2	$ 40.00	$ 600.00	$ 640.00
E-16	$ 20.00	3	$ 60.00	$ 1,200.00	$ 1,260.00
NPDES	$ 20.00	27	$ 540.00	$ 1,500.00	$ 2,040.00
			$ 4,800.00	**$ 32,700.00**	**$ 37,500.00**

Exhibit A

FOURTH AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT BACKFLOW TESTING SERVICES PROJECT & RFP NO. BDEMS/10

This Fourth Amendment to the Independent Contract Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT (CSD), a municipal corporation, hereinafter referred to as "CSD," and E. R. Block Plumbing, Inc., a California Corporation hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for PROJECT & RFP NO. BDEMS/10, hereinafter referred to as "Original Agreement," dated June 3, 2010; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform backflow testing and repair services throughout various CSD Zones as identified in the Original Agreement; and,

WHEREAS, the contractor has continued to perform satisfactorily to provide backflow testing and repair services and has been granted annual extensions to the Agreement, in accordance with the terms of the Agreement, which most recently was approved on July 2, 2012, for the contract term of July 1, 2012 to June 30, 2013; and,

WHEREAS, the Original Agreement allows for additional work to be performed at the rates as listed on Exhibit E, Additional Work Price List, page 59 of the Agreement; and,

WHEREAS, the estimated cost of providing services for the 2012/13 fiscal year was based upon a Not-to-Exceed (NTE) amount of $34,240.00 ($4,240.00 for base and $30,000.00 for additional work); and,

FOURTH AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
BACKFLOW TESTING SERVICES
PROJECT & RFP NO. BDEMS/10

WHEREAS, a First Amendment to the Original Agreement, as extended hereinafter referred to as ("Amended Agreement") was entered into on February 19, 2013 to increase the NTE amount of the Agreement from $34,240.00 to $63,680.10 (an increase of $29,440.10) to cover additional services associated with the necessary replacement of stolen backflow devices; and,

WHEREAS, a Second Amendment to the Original Agreement as extended hereinafter referred to as ("Amended Agreement") was entered into on April 2, 2013 to increase the NTE amount of the Amended Agreement from $68,680.10 to $93,273.56 (an increase of $29,593.46) to cover additional services associated with the necessary replacement of stolen backflow devices; and,

WHEREAS a Third Amendment to the Original Agreement as extended hereinafter referred to as ("Amended Agreement") was approved by the City Council on May 14, 2013 to increase the NTE amount of the Amended Agreement from $93,273.56 to $109,026.44 (an increase of $15,752.88) to cover additional services associated with the necessary replacement of stolen backflow devices; and,

WHEREAS, it is desirable to further amend the Agreement as extended a fourth time to:

1. Increase the NTE amount of the Amended Agreement from $109,026.44 ($4,240.00 for base and $104,786.44 for additional work), to $110,470.04 for which the added cost of $1,443.60 for additional work to accommodate the necessary labor and materials costs associated with the replacement of a stolen backflow device in Zone D Tract 19141 occurred. This added cost in this Fourth Amendment is identified on Exhibit A, and incorporated herein; and,

WHEREAS, the Contractor has submitted a written proposal for the area where the added

work is required for the necessary replacement of a backflow at a cost of $1,443.60, copies of which are attached as Exhibit B to this Fourth Amendment, and incorporated herein by this reference; and,

WHEREAS, the additional cost will increase the NTE amount of the Amended Agreement from $109,026.44 to $110,470.04 (an increase of $1,443.60) to cover additional services associated with the necessary replacement of stolen backflow devices

SECTION 1.1 AMENDMENT to the EXTENSION AGREEMENT:

1.1 Amend the Additional Work Amount of the Amended Agreement, Section 4, from the NTE amount of $104,786.44 to $106,230.04 to accommodate the labor and material costs for certain repairs and replacement of necessary stolen irrigation equipment, as more specifically described on Exhibit B attached hereto this Fourth Amendment.

SECTION 2. AGREEMENT

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FOURTH AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
BACKFLOW TESTING SERVICES
PROJECT & RFP NO. BDEMS/10

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor
By: _____	By: _____
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District	Title: (President or Vice President)
Date: _____	Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: _____

Affix Corporate Seal Below
(If applicable)

FY 2012/13
Estimated Backflow Service Costs

	Testing (6261)			Additional Services				
Zone	Cost per test	# of Backflows	Total Annual Cost	Testing (6261)	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D	$ 20.00	120	$ 2,400.00	$ -	$ 4,600.00	$ 4,000.00	$ 8,600.00	$ 11,000.00
M	$ 20.00	26	$ 520.00	$ -	$ 600.00	$ 1,600.00	$ 2,200.00	$ 2,720.00
S	$ 20.00	4	$ 80.00	$ -	$ 900.00	$ 800.00	$ 1,700.00	$ 1,780.00
E-1	$ 20.00	14	$ 280.00	$ -	$ 300.00	$ 1,600.00	$ 1,900.00	$ 2,180.00
E-1A	$ 20.00	2	$ 40.00	$ -	$ 1,200.00	$ 900.00	$ 2,100.00	$ 2,140.00
E-2	$ 20.00	24	$ 480.00	$ -	$ 900.00	$ 1,600.00	$ 2,500.00	$ 2,980.00
E-3	$ 20.00	7	$ 140.00	$ -	$ 600.00	$ 1,600.00	$ 2,200.00	$ 2,340.00
E-3A	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-4	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-4A	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-7	$ 20.00	3	$ 60.00	$ -	$ 900.00	$ 800.00	$ 1,700.00	$ 1,760.00
E-8	$ 20.00	1	$ 20.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,120.00
E-12	$ 20.00	2	$ 40.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,140.00
E-14	$ 20.00	3	$ 60.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,160.00
E-15	$ 20.00	1	$ 20.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,120.00
E-16	$ 20.00	5	$ 100.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,200.00
NPDES	$ 20.00	25	$ -	$ 500.00	$ 300.00	$ 800.00	$ 1,100.00	$ 1,600.00
			$ 4,240.00	**$ 500.00**	**$ 11,800.00**	**$ 17,700.00**	**$ 29,500.00**	**$ 34,240.00**

	Added Additional Services			
Zone	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
16769	$ 450.00	$ 1,453.68	$ 1,903.68	
20404	$ 450.00	$ 710.64	$ 1,160.64	
20715	$ 450.00	$ 1,248.48	$ 1,698.48	
22277	$ 450.00	$ 1,453.68	$ 1,903.68	
24721	$ 450.00	$ 993.60	$ 1,443.60	
30027	$ 225.00	$ 642.60	$ 867.60	
30967	$ 450.00	$ 993.60	$ 1,443.60	
31269	$ 450.00	$ 1,248.48	$ 1,698.48	
31284	$ 450.00	$ 1,453.68	$ 1,903.68	
32625	$ 450.00	$ 993.60	$ 1,443.60	$ 15,467.04
E-3	$ 450.00	$ 993.60	$ 1,443.60	$ 1,443.60
E-14	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	$ 7,218.00
M	$ 450.00	$ 1,453.68	$ 1,903.68	
	$ 450.00	$ 710.64	$ 1,160.64	$ 3,064.32
NPDES	$ 450.00	$ 710.64	$ 1,160.64	
	$ 357.50	$ 729.00	$ 1,086.50	$ 2,247.14
* Includes tax on material parts			**First Amendment Costs**	$ 29,440.10
			Total Original Agreement & First Amendment Costs	**$ 63,680.10**

	Added Additional Services			
Zone	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
33256 [2]	$ 450.00	$ 710.64	$ 1,160.64	
31591	$ 450.00	$ 993.60	$ 1,443.60	
22276	$ 450.00	$ 1,453.68	$ 1,903.68	
22277	$ 450.00	$ 1,453.68	$ 1,903.68	
21597	$ 450.00	$ 1,453.68	$ 1,903.68	
21113	$ 450.00	$ 1,453.68	$ 1,903.68	
20404	$ 450.00	$ 993.60	$ 1,443.60	
30967	$ 450.00	$ 993.60	$ 1,443.60	
20660	$ 450.00	$ 993.60	$ 1,443.60	
19799	$ 450.00	$ 710.64	$ 1,160.64	
20525	$ 450.00	$ 993.60	$ 1,443.60	
31424	$ 450.00	$ 710.64	$ 1,160.64	
13576/19080/19081	$ 112.50	$ 135.00	$ 247.50	$ 18,562.14
E-1	$ 200.00	$ 216.00	$ 416.00	$ 416.00
E-3	$ 450.00	$ 1,453.68	$ 1,903.68	$ 1,903.68
E-14	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	$ 5,774.40
M	$ 112.50	$ 54.00	$ 166.50	$ 166.50
NPDES	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 710.64	$ 1,160.64	
	$ 112.50	$ 54.00	$ 166.50	$ 2,770.74
* Includes tax on material parts			**Second Amendment Costs**	$ 29,593.46
			Total Orginal Agreement, First and Second Amendment Costs	**$ 93,273.56**

Zone	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
16769	$ 450.00	$ 1,453.68	$ 1,903.68	
16769 [1]	$ 450.00	$ 993.60	$ 1,443.60	
19852	$ 450.00	$ 1,453.68	$ 1,903.68	
20525	$ 450.00	$ 993.60	$ 1,443.60	
22371	$ 450.00	$ 1,453.68	$ 1,903.68	
27256	$ 450.00	$ 993.60	$ 1,443.60	$ 10,041.84
E-1	$ 450.00	$ 1,453.68	$ 1,903.68	$ 1,903.68
E-2	$ 450.00	$ 1,453.68	$ 1,903.68	$ 1,903.68
E-15	$ 450.00	$ 1,453.68	$ 1,903.68	$ 1,903.68
* Includes tax on material parts			**Third Amendment Costs**	$ 15,752.88
			Total Orginal Agreement, First, Second and Third Amendment Costs	**$ 109,026.44**

[1] Second loction

Zone	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
19141	$ 450.00	$ 993.60	$ 1,443.60	$ 1,443.60
* Includes tax on material parts			**Fourth Amendment Costs**	$ 1,443.60
			Total Orginal Agreement, First, Second Third, and Fourth Amendment Costs	**$ 110,470.04**

[2] Zone D Tract 33256 was incorrectly identified. The correct location is NPDES (water quality basin) Tract 21323

MV00204053

19141
Zone
D

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #

Proposal submitted to: city of moreno valley	Date: ~~5-10~~ 5-14-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: ON CACTUS AND AGAVE-	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature _____
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 1/2 INCH BACKFLOW.

PARTS 920.00

TAX 73.60

LABOR 450.00

TOTAL 1,443.60

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Exhibit B

THIRD AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT MORENO VALLEY COMMUNITY SERVICES DISTRICT BACKFLOW TESTING SERVICES

PROJECT & RFP NO. BDEMS/10

This Third Amendment to the Independent Contract Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT (CSD), a municipal corporation, hereinafter referred to as "CSD," and E. R. Block Plumbing, Inc., a California Corporation hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for PROJECT & RFP NO. BDEMS/10, hereinafter referred to as "Agreement," dated June 3, 2010; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform backflow testing and repair services throughout various CSD Zones as identified in the Agreement; and,

WHEREAS, an extension agreement was entered into on June 8, 2011, for the 2011/12 fiscal year ("FY"), the "First Extension Agreement"; and,

WHEREAS, an extension agreement was entered into on July 2, 2012, for the 2012/13 FY, the "Second Extension Agreement"; and,

WHEREAS, the Contractor has continued to perform satisfactorily to provide backflow testing and repair services; and,

WHEREAS, the Agreement allows for additional work to be performed at the rates as listed on Exhibit E, Additional Work Price List, page 59 of the Agreement; and,

THIRD AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
BACKFLOW TESTING SERVICES
PROJECT & RFP NO. BDEMS/10

WHEREAS, the estimated cost of providing services in accordance with the Second Extension Agreement was based upon a Not-to-Exceed (NTE) amount of $34,240.00 ($4,240.00 for base and $30,000.00 for additional work); and,

WHEREAS, a First Amendment to the Agreement, as extended under the Second Extension Agreement hereinafter referred to as ("First Amended Agreement") was entered into on February 19, 2013 to increase the NTE amount of the Agreement from $34,240.00 to $63,680.10 (an increase of $29,440.10) to cover additional services associated with the necessary replacement of stolen backflow devices; and,

WHEREAS, a Second Amendment to the Amended Agreement was entered into on April 2, 2013 to increase the NTE amount of the First Amended Agreement from $68,680.10 to $93,273.56 (an increase of $29,593.46) to cover additional services associated with the necessary replacement of stolen backflow devices; and

WHEREAS, it is desirable to amend the Second Amended Agreement as extended to increase the NTE amount from $93,273.56 ($4,240.00 for base and $89,033.56 for additional work), to $109,026.44 for which the added cost of $15,752.88 for additional work is to accommodate the necessary labor and materials costs associated with the replacement of stolen and repair of existing backflow devices, located within the various landscape Zones and NPDES areas as identified on Exhibit A, and incorporated herein; and,

WHEREAS, the Contractor has submitted written proposals for each area where the added work is required for estimated replacement and actual repair costs of $15,752.88, copies of which are attached as Exhibit "B" to this Third Amendment, and incorporated herein by this reference.

THIRD AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
BACKFLOW TESTING SERVICES
PROJECT & RFP NO. BDEMS/10

SECTION 1.1 AMENDMENT to the EXTENSION AGREEMENT:

1.1 Amend the Additional Work Amount of the Amended Agreement, Section 4, from the NTE amount of $89,033.56 to $104,786.44 to accommodate the labor and material costs for certain repairs and replacement of necessary stolen irrigation equipment, as more specifically described on Exhibit "B" attached hereto this Third Amendment for a total NTE amount of $109,026.44 ($4,240.00 for base and $104,786.44 for additional work).

SECTION 2. AGREEMENT

2.1 Except as otherwise specifically provided in this Third Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

THIRD AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
BACKFLOW TESTING SERVICES
PROJECT & RFP NO. BDEMS/10

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____

Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District

Date: _____

Contractor: E. R. Block Plumbing, Inc.

By: _____

Title: (President or Vice President)

Date: _____

By: _____

Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: _____

Affix Corporate Seal Below
(If applicable)

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

FY 2012/13
Estimated Backflow Service Costs

	Testing (6261)			Additional Services				
Zone	Cost per test	# of Backflows	Total Annual Cost	Testing (6261)	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D	$ 20.00	120	$ 2,400.00	$ -	$ 4,600.00	$ 4,000.00	$ 8,600.00	$ 11,000.00
M	$ 20.00	26	$ 520.00	$ -	$ 600.00	$ 1,600.00	$ 2,200.00	$ 2,720.00
S	$ 20.00	4	$ 80.00	$ -	$ 900.00	$ 800.00	$ 1,700.00	$ 1,780.00
E-1	$ 20.00	14	$ 280.00	$ -	$ 300.00	$ 1,600.00	$ 1,900.00	$ 2,180.00
E-1A	$ 20.00	2	$ 40.00	$ -	$ 1,200.00	$ 900.00	$ 2,100.00	$ 2,140.00
E-2	$ 20.00	24	$ 480.00	$ -	$ 900.00	$ 1,600.00	$ 2,500.00	$ 2,980.00
E-3	$ 20.00	7	$ 140.00	$ -	$ 600.00	$ 1,600.00	$ 2,200.00	$ 2,340.00
E-3A	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-4	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-4A	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-7	$ 20.00	3	$ 60.00	$ -	$ 900.00	$ 800.00	$ 1,700.00	$ 1,760.00
E-8	$ 20.00	1	$ 20.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,120.00
E-22	$ 20.00	2	$ 40.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,140.00
E-14	$ 20.00	3	$ 60.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,160.00
E-15	$ 20.00	1	$ 20.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,120.00
E-16	$ 20.00	5	$ 100.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,200.00
NPDES	$ 20.00	25	$ -	$ 500.00	$ 300.00	$ 800.00	$ 1,100.00	$ 1,600.00
			$ 4,240.00	$ 500.00	$ 11,800.00	$ 17,700.00	$ 29,500.00	$ 34,240.00

Added Additional Services

Zone	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
16769	$ 450.00	$ 1,453.68	$ 1,903.68	
20404	$ 450.00	$ 710.64	$ 1,160.64	
20715	$ 450.00	$ 1,248.48	$ 1,698.48	
22277	$ 450.00	$ 1,453.68	$ 1,903.68	
24721	$ 450.00	$ 993.60	$ 1,443.60	
30027	$ 225.00	$ 642.60	$ 867.60	
30967	$ 450.00	$ 993.60	$ 1,443.60	
31269	$ 450.00	$ 1,248.48	$ 1,698.48	
31284	$ 450.00	$ 1,453.68	$ 1,903.68	
32625	$ 450.00	$ 993.60	$ 1,443.60	$ 15,467.04
E-3	$ 450.00	$ 993.60	$ 1,443.60	$ 1,443.60
E-14	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	$ 7,218.00
M	$ 450.00	$ 1,453.68	$ 1,903.68	
	$ 450.00	$ 710.64	$ 1,160.64	$ 3,064.32
NPDES	$ 450.00	$ 710.64	$ 1,160.64	
	$ 357.50	$ 729.00	$ 1,086.50	$ 2,247.14
			First Amendment Costs	$ 29,440.10
			Total Original Agreement & First Amendment Costs	$ 63,680.10

* Includes tax on material parts

Added Additional Services

Zone	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
33256	$ 450.00	$ 710.64	$ 1,160.64	
31591	$ 450.00	$ 993.60	$ 1,443.60	
22276	$ 450.00	$ 1,453.68	$ 1,903.68	
22277	$ 450.00	$ 1,453.68	$ 1,903.68	
21597	$ 450.00	$ 1,453.68	$ 1,903.68	
23113	$ 450.00	$ 1,453.68	$ 1,903.68	
20404	$ 450.00	$ 993.60	$ 1,443.60	
30967	$ 450.00	$ 993.60	$ 1,443.60	
20660	$ 450.00	$ 993.60	$ 1,443.60	
19799	$ 450.00	$ 710.64	$ 1,160.64	
20525	$ 450.00	$ 993.60	$ 1,443.60	
31424	$ 450.00	$ 710.64	$ 1,160.64	
13576/19080/19081	$ 112.50	$ 135.00	$ 247.50	$ 18,562.14
E-1	$ 200.00	$ 216.00	$ 416.00	$ 416.00
E-3	$ 450.00	$ 1,453.68	$ 1,903.68	$ 1,903.68
E-14	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	$ 5,774.40
M	$ 112.50	$ 54.00	$ 166.50	$ 166.50
NPDES	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 710.64	$ 1,160.64	
	$ 112.50	$ 54.00	$ 166.50	$ 2,770.74
			Second Amendment Costs	$ 29,593.46
			Total Orginal Agreement, First and Second Amendment Costs	$ 93,273.56

* Includes tax on material parts

Zone	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
16769	$ 450.00	$ 1,453.68	$ 1,903.68	
16769 [1]	$ 450.00	$ 993.60	$ 1,443.60	
19852	$ 450.00	$ 1,453.68	$ 1,903.68	
20525	$ 450.00	$ 993.60	$ 1,443.60	
22371	$ 450.00	$ 1,453.68	$ 1,903.68	
27256	$ 450.00	$ 993.60	$ 1,443.60	$ 10,041.84
E-1	$ 450.00	$ 1,453.68	$ 1,903.68	$ 1,903.68
E-2	$ 450.00	$ 1,453.68	$ 1,903.68	$ 1,903.68
E-15	$ 450.00	$ 1,453.68	$ 1,903.68	$ 1,903.68
			Third Amendment Costs	$ 15,752.88
			Total Orginal Agreement, First, Second and Third Amendment Costs	$ 109,026.44

* Includes tax on material parts

[1] Second loction

MV00204059

D
Tr. 16769

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 1

Proposal submitted to: city of moreno valley	Date: 3-2-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: EUCALYPTUS / PEPPER BUSH	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 1/2 INCH BACKFLOW.

PARTS 1,346.00

TAX 107.68

LABOR 450.00

TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature: _____

EXHIBIT B

D Tr. 16747

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #

Proposal submitted to: city of moreno valley	Date: 3-8-13
Address: 14325 frederick st ste 9	Phone: 7-9-13
City, State, Zip Code moreno valley ca 92552	
Job location: EUCALYPTUS / Nine Bank	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1½ INCH BACKFLOW.

PARTS 920.00

TAX 73.60

LABOR 450.00

TOTAL 1443.60

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature: _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: Cotton wood / Bunny Pass	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW.

PARTS 1,346.00

TAX 107.68

LABOR 450.00

TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

$1,903.68

D. 2032
KR

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #7

Proposal submitted to: city of moreno valley	Date: 3-27-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: e Eucalyptus / Moteello	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature _____
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1/2 INCH BACKFLOW.

PARTS 920.00

TAX 73.60

LABOR 450.00

TOTAL 1,443.60

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature: _____

1443.60

D 2237
R.

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #3

Proposal submitted to: city of moreno valley	Date: 3-2-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: kitching / Atwood	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature _____
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW.

PARTS 1,346.00

TAX 107.68

LABOR 450.00

TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature: _____

1903.68

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #

Proposal submitted to: city of moreno valley	Date: ~~8-5-13~~
Address: 14325 frederick st ste 9	Phone: 7-9-13
City, State, Zip Code moreno valley ca 92552	
Job location: LASSIE / MATE NMA	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature _____
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 1/2 INCH BACKFLOW.

PARTS 920.00

TAX 73.60

LABOR 450.00

TOTAL 1,443.60

ACCEPTANCE OF PROPOSAL THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: EL Sworth / Dracaa	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW.

PARTS 1,346.00

TAX 107.68

LABOR 450.00

TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature: _____

1903.68

E-2

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone: 4-9-13
City, State, Zip Code moreno valley ca 92552	
Job location: CARTAGENA / MORAIRA	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW.

PARTS 1,346

TAX 107.68

LABOR 450.00

TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

E-15

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 2

Proposal submitted to: city of moreno valley	Date: 3-27-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: Nason / Delphinium	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature Dalm
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW.

PARTS 1,346.00

TAX 107.68

LABOR 450.00

TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature: _____

1903.68

SECOND AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT BACKFLOW TESTING SERVICES

PROJECT & RFP NO. BDEMS/10

This Second Amendment to the Independent Contract Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT (CSD), a municipal corporation, hereinafter referred to as "CSD," and E. R. Block Plumbing, Inc., a California Corporation hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for PROJECT & RFP NO. BDEMS/10, hereinafter referred to as "Original Agreement," dated June 3, 2010; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform backflow testing and repair services throughout various CSD Zones as identified in the Original Agreement; and,

WHEREAS the contractor has continued to perform satisfactorily to provide backflow testing and repair services and has been granted annual extensions to the Agreement, in accordance with the terms of the Agreement, which most recently was approved on July 2, 2012, for the contract term of July 1, 2012 to June 30, 2013; and,

WHEREAS, the Original Agreement allows for additional work to be performed at the rates as listed on Exhibit E, Additional Work Price List, page 59 of the Agreement; and,

WHEREAS, the estimated cost of providing services for the 2012/13 fiscal year was based upon a Not-to-Exceed (NTE) amount of $34,240.00 ($4,240.00 for base and $30,000.00 for additional work); and,

WHEREAS a First Amendment to the Original Agreement, as extended hereinafter referred to as ("Amended Agreement") was entered into on February 19, 2013 to increase the

NTE amount of the Agreement from $34,240.00 to $63,680.10 (an increase of $29,440.10) to cover additional services associated with the necessary replacement of stolen backflow devices; and,

WHEREAS it is desirable to amend the Original Agreement as extended a second time to increase the NTE amount of the Amended Agreement from $63,680.10 ($4,240.00 for base and $59,440.10 for additional work), to $93,273.56 for which the added cost of $29,593.46 for additional work is to accommodate the necessary labor and materials costs associated with the replacement of stolen and repair of existing backflow devices, located within the various landscape Zones and NPDES areas as identified on Exhibit A, and incorporated herein; and,

WHEREAS, the Contractor has submitted written proposals for each area where the added work is required for estimated replacement and actual repair costs of $29,593.46, copies of which are attached as Exhibit "B" to this Second Amendment, and incorporated herein by this reference.

SECTION 1.1 AMENDMENT to the EXTENSION AGREEMENT:

1.1 Amend the Additional Work Amount of the Amended Agreement, Section 4, from the NTE amount of $59,440.10 to $89,033.56 to accommodate the labor and material costs for certain repairs and replacement of necessary stolen irrigation equipment, as more specifically described on Exhibit "B" attached hereto this Second Amendment.

SECTION 2. AGREEMENT

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

SECOND AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
BACKFLOW TESTING SERVICES
PROJECT & RFP NO. BDEMS/10

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: Michelle Dawson
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District
Date: 4/2/13

Contractor

By: Stacy Rao
Title: (President or Vice President)
Date: 3-21-13

By:
Title: Corporate Secretary or Assistant Secretary
(If applicable)
Date:

Affix Corporate Seal Below
(If applicable)

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

3-28-13
Date

RECOMMENDED FOR APPROVAL:

Department Head

4/1/13
Date

Exhibit A

FY 2012/13
Estimated Backflow Service Costs

	Testing (6261)			Additional Services				
Zone	Cost per test	# of Backflows	Total Annual Cost	Testing (6261)	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D	$ 20.00	120	$ 2,400.00	$ -	$ 4,600.00	$ 4,000.00	$ 8,600.00	$ 11,000.00
M	$ 20.00	26	$ 520.00	$ -	$ 600.00	$ 1,600.00	$ 2,200.00	$ 2,720.00
S	$ 20.00	4	$ 80.00	$ -	$ 900.00	$ 800.00	$ 1,700.00	$ 1,780.00
E-1	$ 20.00	14	$ 280.00	$ -	$ 300.00	$ 1,600.00	$ 1,900.00	$ 2,180.00
E-1A	$ 20.00	2	$ 40.00	$ -	$ 1,200.00	$ 900.00	$ 2,100.00	$ 2,140.00
E-2	$ 20.00	24	$ 480.00	$ -	$ 900.00	$ 1,600.00	$ 2,500.00	$ 2,980.00
E-3	$ 20.00	7	$ 140.00	$ -	$ 600.00	$ 1,600.00	$ 2,200.00	$ 2,340.00
E-3A	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-4	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-4A	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-7	$ 20.00	3	$ 60.00	$ -	$ 900.00	$ 800.00	$ 1,700.00	$ 1,760.00
E-8	$ 20.00	1	$ 20.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,120.00
E-12	$ 20.00	2	$ 40.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,140.00
E-14	$ 20.00	3	$ 60.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,160.00
E-15	$ 20.00	1	$ 20.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,120.00
E-16	$ 20.00	5	$ 100.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,200.00
NPDES	$ 20.00	25	$ -	$ 500.00	$ 300.00	$ 800.00	$ 1,100.00	$ 1,600.00
			$ 4,240.00	$ 500.00	$ 11,800.00	$ 17,700.00	$ 29,500.00	$ 34,240.00

	Added Additional Services			
Zone	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
16769	$ 450.00	$ 1,453.68	$ 1,903.68	
20404	$ 450.00	$ 710.64	$ 1,160.64	
20715	$ 450.00	$ 1,248.48	$ 1,698.48	
22277	$ 450.00	$ 1,453.68	$ 1,903.68	
24721	$ 450.00	$ 993.60	$ 1,443.60	
30027	$ 225.00	$ 642.60	$ 867.60	
30967	$ 450.00	$ 993.60	$ 1,443.60	
31269	$ 450.00	$ 1,248.48	$ 1,698.48	
31284	$ 450.00	$ 1,453.68	$ 1,903.68	
32625	$ 450.00	$ 993.60	$ 1,443.60	$ 15,467.04
E-3	$ 450.00	$ 993.60	$ 1,443.60	$ 1,443.60
E-14	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	$ 7,218.00
M	$ 450.00	$ 1,453.68	$ 1,903.68	
	$ 450.00	$ 710.64	$ 1,160.64	$ 3,064.32
NPDES	$ 450.00	$ 710.64	$ 1,160.64	
	$ 357.50	$ 729.00	$ 1,086.50	$ 2,247.14
* Includes tax on material parts			First Amendment Costs	$ 29,440.10
			Total Original Agreement & First Amendment Costs	$ 63,680.10

	Added Additional Services			
Zone	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
33256	$ 450.00	$ 710.64	$ 1,160.64	
31591	$ 450.00	$ 993.60	$ 1,443.60	
22276	$ 450.00	$ 1,453.68	$ 1,903.68	
22277	$ 450.00	$ 1,453.68	$ 1,903.68	
21597	$ 450.00	$ 1,453.68	$ 1,903.68	
21113	$ 450.00	$ 1,453.68	$ 1,903.68	
20404	$ 450.00	$ 993.60	$ 1,443.60	
30967	$ 450.00	$ 993.60	$ 1,443.60	
20660	$ 450.00	$ 993.60	$ 1,443.60	
19799	$ 450.00	$ 710.64	$ 1,160.64	
20525	$ 450.00	$ 993.60	$ 1,443.60	
31424	$ 450.00	$ 710.64	$ 1,160.64	
13576/19080/19081	$ 112.50	$ 135.00	$ 247.50	$ 18,562.14
E-1	$ 200.00	$ 216.00	$ 416.00	$ 416.00
E-3	$ 450.00	$ 1,453.68	$ 1,903.68	$ 1,903.68
E-14	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	$ 5,774.40
M	$ 112.50	$ 54.00	$ 166.50	$ 166.50
NPDES	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 710.64	$ 1,160.64	
	$ 112.50	$ 54.00	$ 166.50	$ 2,770.74
* Includes tax on material parts			Second Amendment Costs	$ 29,593.46
			Total Orginal Agreement, First and Second Amendment Costs	$ 93,273.56

FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT BACKFLOW TESTING SERVICES

PROJECT & RFP NO. BDEMS/10

This First Amendment to the Independent Contract Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT (CSD), a municipal corporation, hereinafter referred to as "City," and E. R. Block Plumbing, Inc., a California Corporation hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for PROJECT & RFP NO. BDEMS/10, hereinafter referred to as "Agreement," dated June 3, 2010; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform backflow testing and repair services throughout various CSD Zones as identified in the Agreement; and,

WHEREAS, the backflow devices for NPDES are located in Tracts within the boundaries of Zones D, E, M, and S, which require testing and maintenance services as outlined in the Agreement; and,

WHEREAS, the estimated cost of providing those services for the 2012/13 fiscal year are listed on Exhibit "A" of this First Amendment; and,

WHEREAS, the original Agreement allows for additional work to be performed at the rates as listed on Exhibit E, Additional Work Price List, page 59 of the Agreement; and,

WHEREAS the contractor has continued to perform satisfactorily to provide backflow testing and repair services and has been granted extensions to the Agreement; and,

WHEREAS it is desirable to increase the NTE amount of the Extension Agreement dated July 2, 2012, for the contract term of July 1, 2012 to June 30, 2013, from $34,240 ($4,240.00 for base and $30,000.00 for additional work) to $63,680.10 ($4,240.00 for base and $59,440.10 for

additional work), for which the added cost of $29,440.10 in the additional work is to accommodate the necessary labor and materials costs associated with the added additional services associated with the replacement of backflow devices, located within the various landscape Zones and NPDES areas as identified on Exhibit A, and incorporated herein; and,

WHEREAS, the Contractor has submitted written proposals for each area where the added work is required, the copies of which are attached as Exhibit "B" to this Amendment, and incorporated herein by this reference.

SECTION 1. AMENDMENT to the AGREEMENT:

1.1 The Agreement is hereby amended by revising the Bid Schedule, Exhibit E, Schedule II, page 57, which are combined within Zones D, E, M and S to distinguish NPDES areas as a separate line item, which is more specifically identified on Exhibit "A".

SECTION 2. AMENDMENT to the EXTENSION AGREEMENT

2.1 Amend the Additional Work Amount of the Extension Agreement, Section 4, from the NTE amount of $30,000.00 to $59,440.10 to accommodate the labor and material costs to replace necessary irrigation equipment, as more specifically described on Exhibit "B" attached hereto this First Amendment.

SECTION 3. AGREEMENT

3.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
BACKFLOW TESTING SERVICES
PROJECT & RFP NO. BDEMS/10

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: Michael Lawrence

Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District

Date: 2/19/13

Contractor

By: [illegible]

Title: (President or Vice President)

Date: 2-6-13

By:

Title: Corporate Secretary or Assistant Secretary *(If applicable)*

Date:

Affix Corporate Seal Below
(If applicable)

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

2-14-13

Date

RECOMMENDED FOR APPROVAL:

Richard Teichert

Department Head

2/19/13

Date

FY 2012/13
Estimated Backflow Service Costs

	Testing (6261)			Additional Services				
Zone	Cost per test	# of Backflows	Total Annual Cost	Testing (6261)	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D	$ 20.00	120	$ 2,400.00	$ -	$ 4,600.00	$ 4,000.00	$ 8,600.00	$ 11,000.00
M	$ 20.00	26	$ 520.00	$ -	$ 600.00	$ 1,600.00	$ 2,200.00	$ 2,720.00
S	$ 20.00	4	$ 80.00	$ -	$ 900.00	$ 800.00	$ 1,700.00	$ 1,780.00
E-1	$ 20.00	14	$ 280.00	$ -	$ 300.00	$ 1,600.00	$ 1,900.00	$ 2,180.00
E-1A	$ 20.00	2	$ 40.00	$ -	$ 1,200.00	$ 900.00	$ 2,100.00	$ 2,140.00
E-2	$ 20.00	24	$ 480.00	$ -	$ 900.00	$ 1,600.00	$ 2,500.00	$ 2,980.00
E-3	$ 20.00	7	$ 140.00	$ -	$ 600.00	$ 1,600.00	$ 2,200.00	$ 2,340.00
E-3A	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-4	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-4A	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-7	$ 20.00	3	$ 60.00	$ -	$ 900.00	$ 800.00	$ 1,700.00	$ 1,760.00
E-8	$ 20.00	1	$ 20.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,120.00
E-12	$ 20.00	2	$ 40.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,140.00
E-14	$ 20.00	3	$ 60.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,160.00
E-15	$ 20.00	1	$ 20.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,120.00
E-16	$ 20.00	5	$ 100.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,200.00
NPDES	$ 20.00	25	$ -	$ 500.00	$ 300.00	$ 800.00	$ 1,100.00	$ 1,600.00
			$ 4,240.00	**$ 500.00**	**$ 11,800.00**	**$ 17,700.00**	**$ 29,500.00**	**$ 34,240.00**

	Added Additional Services			
Zone	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
16769	$ 450.00	$ 1,453.68	$ 1,903.68	
20404	$ 450.00	$ 710.64	$ 1,160.64	
20715	$ 450.00	$ 1,248.48	$ 1,698.48	
22277	$ 450.00	$ 1,453.68	$ 1,903.68	
24721	$ 450.00	$ 993.60	$ 1,443.60	
30027	$ 225.00	$ 642.60	$ 867.60	
30967	$ 450.00	$ 993.60	$ 1,443.60	
31269	$ 450.00	$ 1,248.48	$ 1,698.48	
31284	$ 450.00	$ 1,453.68	$ 1,903.68	
32625	$ 450.00	$ 993.60	$ 1,443.60	$ 15,467.04
E-3	$ 450.00	$ 993.60	$ 1,443.60	$ 1,443.60
E-14	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	$ 7,218.00
M	$ 450.00	$ 1,453.68	$ 1,903.68	
	$ 450.00	$ 710.64	$ 1,160.64	$ 3,064.32
NPDES	$ 450.00	$ 710.64	$ 1,160.64	
	$ 357.50	$ 729.00	$ 1,086.50	$ 2,247.14
				$ 29,440.10
				$ 63,680.10

* Includes tax on material parts

Exhibit A

EXHIBIT B

BEHIND THIS PAGE

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 515

Proposal submitted to: CITY OF M.V.	Date: 1-31-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON EUCALYPTUS / NINE BARK D Tr. 16769	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of: _____

Re: Estimate to REPLACE STOLEN BACKFLOW
1) REMOVE DIRT FROM AROUND PIPES
SUPPLY AND INSTALL
WILKINS 375RL AND CABLELOCK SYSTEM
2) Test and certify device.
3) Forward all documentation to the Water Department.

PARTS 1,346.00
LABOR 450.00
TAX 107.68

Total cost of job-parts and labor: 1,903.68

Authorized Signature _____
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est# 58

Proposal submitted to: City of M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: O.N KRAMERIA ON LEFT SIDE FROM ORIN TR. 20404	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace STOLEN BACKFLOW
1) 1
2) Supply and install
1 inch
WILKINS 375
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

PARTS 658.--
LABOR 450.--
TAX 52.64

Total cost of job-parts and labor: 1,160.64

Authorized Signature David Ross
David Ross
NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 5 10

Proposal submitted to: City of M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON KRAMERIA AT SADDLE BROOK LN Jr. 20715 D	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace STOLEN BACKFLOW
1). Remove concrete from around pipes
2) Supply and install
Zinck
Wilkins
375XL
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

PARTS 1156.00
LABOR 450.00
TAX 92.48

Total cost of job-parts and labor: 1,698.48

Authorized Signature _____
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est# 519

Proposal submitted to: City of M.V	Date: 1-31-13
Address	Phone:
City, State, Zip Code:	
Job Location: Fir / Morrison P Tr. 22278	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to Replace Stolen Backflow
1) Remove Concret From Around Pipes
Install 2in Wilkins 375XL
2) Test and certify device.
3) Forward all documentation to the Water Department.

PARTS 1,346.00
LABOR 450.00
TAX 107.68

Total cost of job-parts and labor: 1,903.68

Authorized Signature Dave
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 513

Proposal submitted to: City of M.V	Date: 1-15-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON EUCALYPTUS OFF REDLANDS BLVD TR. 24721 O	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to: Replace stolen Backflow
1) ~~Supply~~ Install concrete from around pipes
install
1 1/2 Wilkins 375XL
2) Test and certify device.
3) Forward all documentation to the Water Department.

PARTS 920.
LABOR 450.
TAX 73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est# 514

Proposal submitted to: City of M-V	**Date:** 1-15-13
Address	**Phone:**
City, State, Zip Code:	
Job Location: On Cottonwood At Berry Pass D. Tr 30027	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace stolen backflow

1) Supply and install
   2" Wilkins
   375XL
2) Test and certify device.
3) Forward all documentation to the Water Department.

Parts 595.00
Labor 225.00
Tax 47.60

Total cost of job-parts and labor: 867.60

Authorized Signature David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 56

Proposal submitted to: CITY OF M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON KRAMERIA ST AT WINDBREAK Tr. 30967 D	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of: _____

Re: Estimate to replace STOLEN BACKFLOW
1) Remove Concrete AROUND PIPES
2) Supply and install
1 1/2
WILKINS 375XL
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

PARTS 920.--
LABOR 450.--
TAX 73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature _____
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est# 59

Proposal submitted to: City of M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON Wilmont on right side from Cottonwood ; Tr. 31269 D	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of: _____

Re: Estimate to replace stolen backflow
1) remove concret from around pipes
2) Supply and install
2 inch
wilkins 375 XL
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

Parts 1,156.00
Labor 450.00
Tax 92.48

Total cost of job-parts and labor: 1,698.48

Authorized Signature David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 5 11

Proposal submitted to: City of M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: on Cottonwood At Zunicy Tr. 31284 D	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace stolen Backflow
1) Remove Dirt from around pipes
2) Supply and install
2in wilkins 375XL
and cadle lock system
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

Parts 1,346.00
Labor 450.00
Tax 107.68

Total cost of job-parts and labor: 1,903.68

Authorized Signature David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 512

Proposal submitted to: City OF MV.	Date: 1-15-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON REDLANDS BLVD JUST PASS Cottonwood. DT. 32625	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to: REPLACE STOLEN BACKFLOW
1) REMOVE CONCRET FROM AROUND PIPES
INSTALL WICKINS
1 1/2 375XL
2) Test and certify device.
3) Forward all documentation to the Water Department.

PARTS 920.00
LABOR 450.00
TAX 73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 5 7

Proposal submitted to: CITY OF M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON KITCHING ON LEFT SIDE FROM KRAMERIA	F-3

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace STOLEN BACKFLOW
1) Remove Concret FROM AROUND pipes
2) Supply and install
1 1/2
WILKINS 375XL
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

PARTS 920.-
LABOR 450.-
TAX 73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature _____
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 53

Proposal submitted to: CITY OF M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON MORRISON AT BAY ST	E-14

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace STOLEN BACKFLOW
1) Remove Concret from Around Pipes
2) Supply and install
1½
WILKINS 375XL
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

PARTS 920.00
LABOR 450.00
TAX 73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 55

Proposal submitted to: City of M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: on Cottonwood on Right Side From Morrison	

E-14

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace stolen Backflow
1) Remove Concrete from around pipes
2) Supply and install
1 1/2
Wilkins 375XL
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

Parts 920.00
Labor 450.00
Tax 73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature David Ross

Note: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 54

Proposal submitted to: City of M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON MORRISON ON LEFT SIDE FROM Cottonwood	

E-14

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace STOLEN BACKFLOW
1) Remove Concret From AROUND PIPES
2) Supply and Install
1 1/2
WILKINS 375XL
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

PARTS 920.00
LABOR 450.00
TAX 73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature _____
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 52

Proposal submitted to: CITY OF M.V	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON MORRISON ON LEFT SIDE FROM ALESSANDRO ; E-14	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of: _____

Re: Estimate to replace STOLEN BACKFLOW
1) REMOVE CONCRET FROM AROUND PIPES
2) Supply and install
1 1/2
WILKINS 375XL
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

PARTS 920.00
LABOR 450.00
TAX 73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature David Ross
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 51

Proposal submitted to: CITY OF M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON MORRISON ON RIGHT SIDE FROM ALESSANDRO E-14	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace STOLEN BACKFLOW
1) REMOVE CONCRET FROM AROUND CUT PIPES
2) Supply and install

1 1/2
WILKINS 375XL

PARTS 920.00
LABOR 450.00
TAX 73.60

3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

Total cost of job-parts and labor: 1,443.60

Authorized Signature Don Ross
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est# 516

Proposal submitted to: City of M.V	Date: 1-31-13
Address	Phone:
City, State, Zip Code:	
Job Location: Perris BLVD / Red Maple. Zone M	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to: Replace Stolen Backflow
1) Remove Concrete from Around pipes
Install
2 inch Wilkins 375XL
2) Test and certify device.
3) Forward all documentation to the Water Department.

Parts 1,346.00
Labor 450.00
Tax 107.68

Total cost of job-parts and labor: 1,903.68

Authorized Signature David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 517

Proposal submitted to: City of M.V	Date: 1-31-13
Address	Phone:
City, State, Zip Code:	
Job Location: EUCALIPTUS / NORTH OF DENNIS BLVD! Zone M	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of: _____

Re: Estimate to replace stolen backflow
1) install concrete for pipes
inch Wilkins 375XL
2) Test and certify device.
3) Forward all documentation to the Water Department.

PARTS 658.00
LABOR 450.00
TAX 52.64

Total cost of job-parts and labor: 1,160.64

Authorized Signature David Ross
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 518

Proposal submitted to: City of M.V	Date: 1-31-13
Address	Phone:
City, State, Zip Code:	
Job Location: NASON / DELPHIUM WQB MPDES	

TR. 31128

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of: _____

Re: Estimate to REPLACE Stolen Backflow
1) REMOVE CONCRETE FROM AROUND PIPES
INSTALL
1 INCH WILKINS 375XL
2) Test and certify device.
3) Forward all documentation to the Water Department.

PARTS 658.00
LABOR 450.00
TAX 52.64

Total cost of job-parts and labor: 1160.64

Authorized Signature David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #2719

Proposal submitted to: CITY OF MORENO VALLEY ATT: ROBERT	Date: 12-17-12
Address:	Phone: 202-4956
City, State, Zip Code	
Job location:	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature _____
Chris Katehis

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO INSTALL NEW 2 INCH WILKINS 375XL BACKFLOW WITH COPPER RISERS.

MATERIALS	$ 675.00
TAX	$ 54.00
LABOR	$ 357.50
TOTAL	$ 1086.50

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

ERBLO-2 OP ID: KG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/28/12

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

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

PRODUCER
Alliant Insurance Services,Inc 909-888-9881
(Lic-0C36861) 909-886-2013
735 Carnegie Drive, Ste 200
San Bernardino, CA 92408
Chuck Shanklin, CIC

CONTACT NAME: Kennell Goad
PHONE (A/C, No, Ext): 909-474-0770 FAX (A/C, No): 909-886-2013
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Golden Eagle Insurance Corp	10836
INSURER B: Preferred Employers Insurance AH(X)D/A	10900
INSURER C:	
INSURER D: WORK COMP RENEWALS ONLY	
INSURER E:	
INSURER F:	

INSURED E R Block Plumbing
10910 Hole Avenue
Riverside, CA 92505

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		CBPB429805	03/01/12	03/01/13	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS	X		BA8830628	03/01/12	03/01/13	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCN 103288 13	03/01/12	03/01/13	X WC STATUTORY LIMITS OTHER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Property Section Special Form R/C			CBPB429805	03/01/12	03/01/13	See below	if applies

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

Job: Project #BDE-000/02;
City of Moreno Valley, Moreno Valley Community Services District, and Redevelopment Agency of Moreno Valley are add'l insd per GECG602 09/04; add insd as respects auto liab per GECA701 01/07.

Approved
By
9/5/12
Date

CERTIFICATE HOLDER

MORENO6

City of Moreno Valley
Dept of Bldg & Safety
Stewart Sheldon
P O Box 88005
Moreno Valley, CA 92552-0805

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Chuck Shanklin

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EXTENSION AGREEMENT
PROJECT NO. BDEMS/10
BACKFLOW TESTING SERVICES

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **E. R. Block Plumbing, Inc.** (hereafter, "Contractor").

WHEREAS, the District and Contractor entered into an agreement dated June 3, 2010, referencing Project No. BDEMS/10 regarding backflow testing services (hereafter, "Agreement").

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement.

WHEREAS the Extension of the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2012**, and shall terminate on **June 30, 2013**.

2. In accordance with Exhibit D, Section 1b of the Agreement, this Extension shall be considered the second of four possible extensions of the Agreement.

3. Notwithstanding Exhibit C, 1., b.,1., for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension for all backflow devices tested the previous month at the Contractor's Cost Per Test price, which shall be **TWENTY AND 00/100 DOLLARS ($20.00)**. The total contract amount for the twelve (12) month extension period shall not exceed **FOUR THOUSAND TWO HUNDREND-FORTY AND 00/100 DOLLARS ($4,240.00).**

4. Notwithstanding Exhibit C, 2. a. and Exhibit E, Additional Work Price List, of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the CSD Board (City Council), the Director (the Public Works Director/City Engineer or his designated appointee) may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **THIRTY THOUSAND AND 00/100 DOLLARS ($30,000.00)** for necessary normal or emergency repair work and replacement parts as may be supplied by the Contractor.

5. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

EXTENSION AGREEMENT
PROJECT NO. BDEMS/10
BACKFLOW TESTING SERVICES

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley
Community Services District

By: _____
Title: Financial & Administrative Services Director, acting in the capacity of Chief Fiscal Officer to the Moreno Valley Community Services District

Date: 7/2/12

Contractor: E. R. Block Plumbing

By: _____
Title: (President or Vice President)

Date: 4-13-12

By: _____
Title: Corporate Secretary or Assistant Secretary

Date: _____

Affix Corporate Seal Below

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

Suzanne Bryant
Deputy City Attorney

6-26-12
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

6/27/12
Date

EXTENSION AGREEMENT
PROJECT NO. BDEMS/10
BACKFLOW TESTING SERVICES

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **E. R. Block Plumbing, Inc.** (hereafter, "Contractor").

WHEREAS, the District and Contractor entered into an agreement dated June 3, 2010, referencing Project No. BDEMS/10 regarding backflow testing services hereafter, "Agreement").

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement by a period of twelve (12) months under the following additional terms:

1. The extension period shall commence on **July 1, 2011**, and shall terminate on **June 30, 2012.**

2. In accordance with Exhibit D, Paragraph 1(b) of the Agreement, this Extension shall be considered the first of four possible extensions of the Agreement.

3. Notwithstanding Exhibit C, Paragraph 1(b)(1) of the Agreement, for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension the total amount due for all backflow devices tested the previous month at the Contractor's Cost Per Test price, which shall be **$20.00**. The total contract amount for the twelve (12) month extension period shall not exceed **FOUR THOUSAND TWO HUNDRED FOURTY AND NO/100 ($4,240.00).**

4. Except as set forth above, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

Dated:_____

MORENO VALLEY COMMUNITY SERVICES DISTRICT

By: _____ 6-8-11
Special Districts Division Manager, acting in the Capacity of District Manager to the Moreno Valley Community Services District

CONTRACTOR:

_____ Signature	_____ Signature
GREG ROSS Printed Name	STACY ROSS Printed Name
PRESIDENT Title	SECRETARY Title

E.R. BLOCK PLUMBING INC
Company Name

(Corporate Seal)

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
Deputy City Attorney

6-7-11
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

Moreno Valley Community Services District
R.F.P. # BDEMS/10
BACKFLOW TESTING SERVICES

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement, effective as of the day signed by the Special Districts Division Manager or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. **CONTRACTOR INFORMATION:**

Contractor's Name: E.R. Block Plumbing, Inc.
Address: 10910 Hole Ave.
City: Riverside
Business Phone: 951-687-4011 Fax: 951-687-0801
Other Contact Number: _____
Social Security Number: _____
Business License Number: 00896
Federal Tax I.D. Number: 95-3138160
Contractors' License Number & Classification: 675567, C-36

2. **CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:**

A. The Contractor's scope of service, performance specifications, and/or additional terms and conditions are described in Exhibit "A" attached hereto and incorporated herein by this reference.
B. The District's responsibility, other than payment, is described in Exhibit "B" attached hereto and incorporated herein by this reference.
C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
D. The Contractor Starting Date is July 1, 2010 and the Contractor Ending Date is June 30, 2011. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or

performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal submittal documents, including but not limited to the Notice Requesting Proposals, Instruction To Proposers, Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. **STANDARD TERMS AND CONDITIONS:**

A. Control of Work. Except for compliance with specifications and performance standards provided for in Exhibit "A," Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide any training to Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and its officers, agents and employees harmless from any and

all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, RDA, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement.

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.

By: _____ Date: _____

(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and

attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

J. Termination.

a. Either party may terminate this Agreement upon breach of the Agreement by the other party. In the event the District terminates the Agreement, the Contractor shall perform no further services under the Agreement unless the notice of termination authorizes such further work.

b. The District may terminate this Agreement without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractors time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Agreement. No officer or employee of the District or City shall have any financial interest in this Agreement in violation of federal, state, or local law.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor: E.R. Block Plumbing, Inc.
10910 Hole Ave.
Riverside, Ca, 92505
951-687-4011
[Telephone number]
951-687-0801
[Fax number]

With a copy to:

_____
[Attorney for Contractor, if applicable]

_____
[Street Address]

_____
[Post Office Box, if applicable]

_____
[City, State, Zip Code]

_____
[Telephone number]
( )_____
[Fax number]
( )_____

To CSD: MORENO VALLEY COMMUNITY SERVICES DISTRICT
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto
Telephone number: (951) 413-3480
Fax Number: (951) 413-3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: (951) 413-3036
Fax number: (951) 413-3034

<u>SIGNATURE PAGE TO FOLLOW</u>

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____
Special Districts Division Manager

Date: 6-3-10

Contractor

By: Stacy Ras

Title: Vice PRES

Date: 4-14-10

By: _____

Title: _____

Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

5-13-10
_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

Attachments

Project No. BDEMS/10
R.F.P. # BDEMS/10
EXHIBIT A

1. SCOPE OF WORK

a. The work to be performed under this Agreement shall include the furnishing of all labor, material, and equipment necessary for the provision of backflow testing services, repairs, and replacements within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Exhibit A.

b. The Contractor shall have the duty to perform backflow testing, repairs, and replacements in the areas designated hereunder.

c. All work shall be performed in accordance with usual and customary backflow testing, and repair practices. Contractor shall at all times maintain the District's backflow prevention devices in a condition that satisfies all applicable statutory requirements. The Director will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

d. The Contractor shall be responsible for carefully reviewing the site(s) to be serviced under this Agreement. The Contractor shall not be relieved of his or her liability under this Agreement, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Specifications and the actual conditions revealed during the examination of the locations of the proposed work.

2. SCHEDULING OF WORK

a. The District will forward Zone D, E and M annual backflow assembly test report forms to the Contractor via U.S. Mail immediately upon receipt of same. Should circumstances warrant, the District will notify the Contractor via FAX or telephone that test report forms have been mailed.

b. Upon receipt of test report forms via U.S. Mail or upon FAX notification by the District, whichever occurs first, the Contractor shall conduct backflow assembly test(s), including any maintenance, adjustments, repairs, etc. needed to enable the assembly to pass the test. Such maintenance and/or testing shall be completed, and properly completed test reports

submitted to Eastern Municipal Water District on or before the due date set forth in the *Notice of Periodic Testing for Backflow Prevention Assembly*. Tests of Zones D, E and M backflow assemblies shall be conducted exclusive of any other tests Contractor may perform on behalf of the City or District.

c. Contractor shall return properly completed test reports to:

1. The original test report (white) shall be forwarded to Eastern Municipal Water District, Attn: Backflow Dept., P. O. Box 8300, Perris, CA 92572-8300 by the completion date set forth on the test report(s).

2. A legible photocopy of the completed Test Report shall be Administration, P. O. Box 88005, Moreno Valley, CA 92552-0805.

The Contractor shall contact EMWD directly with any requests for test due date extension and/or variance, with a copy provided to the District.

3. FUNCTIONS AND RESPONSIBILITIES

a. The Director may require Contractor to attend meetings with District field staff at some fixed interval to review Contractor's operations performance, and/or schedule such future work as may be ordered by the Director.

b. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in Contractor's firm name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Section 4., paragraph n. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, two-way radio, pager, or car phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage only during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering

service, and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the minimum acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed a payment deduction, per Exhibit C., Section 2.

c. For the purposes of this Contract, "Working Days" shall be Mondays through Fridays. The hours of maintenance service shall be 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule approved the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas	December 25

If a holiday falls upon a Sunday, the following Monday shall be the date the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, contractor shall submit a proposed make-up day for the Director's approval.

d. The Director and Contractor shall conduct an inspection of all sites covered under this Agreement as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director.

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2., paragraphs a. and b., unless said emergency is determined to have been caused by an act or omission attributable to Contractor.

4. CONTRACTOR'S STAFF

a. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work which will be acceptable to the Director.

b. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper and efficient manner at all times, and shall cause the least possible inconvenience to the public.

c. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the District.

d. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to proper shoes, other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements, and wearing of proper clothing.

Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

e. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this contract if the Contractor, or any subcontractors thereunder, employs

The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Agreement. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

e. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in Contractor's firm name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Section 3., paragraph e. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, two-way radio, pager, or car phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service, and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

f. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at <u>any</u> time:

1. City Manager
2. Public Works Director
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Landscape Districts Program Manager
7. Senior Landscape Services Inspector
8. Landscape Services Inspector
9. Street Maint. Supervisor

workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards, and its branch offices.

6. COMPLAINTS

a. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3., paragraph a.

b. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above.

c. In addition to the provisions of Section 6., paragraph a. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

a. The Contractor agrees to perform all work outlined in these Specifications in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

b. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2003 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between 3:30 p.m. and 6:00 p.m.

c. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

d. The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) days following the occurrence.

e. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3. of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section of the General Provisions may result in contract termination, per Agreement, Section J.

8. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

9. PREVAILING WAGE

a. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the period of work on this contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

b. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

a. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this contract, as required by California Labor Code Section 1776.

b. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

c. The District may withhold from Contractor's progress payments the penal sum of $25.00 per calendar day (or portion thereof) for each workman employed in connection with this contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

14. CONTRACTOR'S LIABILITY

a. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

b. Repairs made to sites and site appurtenances that are damaged as a result of Acts of God, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2., paragraphs a. and b.

15. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

R.F.P. # BDEMS/10
TECHNICAL PROVISIONS – BACKFLOW TESTING

1. GENERAL

a. During the entire term of the agreement, Contractor and subcontractors, if any, shall hold a valid Backflow Prevention Device Tester Certification No. with the County of Riverside Department of Health Services Agency.

b. Contractor will perform annual tests and other periodic tests of the District's Zone D, E, M AND S landscape backflow assemblies as requested and/or required by applicable Federal, State, and local agency laws and regulations.

c. Contractor will perform such backflow assembly maintenance, repairs, replacements, etc. as may be necessary to comply with applicable Federal, State, and local agency laws and regulations.

d. All such backflow assembly tests, maintenance, repairs, etc., performed by the Contractor shall be subject to all requirements of Eastern Municipal Water District's Backflow And Cross-Connection Prevention Program (EMWD Ordinance No. 69).

e. Contractor shall be liable for payment of any correction charges that might be levied by EMWD due to Contractor's non-compliance with EMWD Ordinance No. 69.

f. Contractor shall provide all labor, materials, equipment, and administrative costs necessary to perform the above-referenced tests, maintenance, repairs, etc.

2. SECURITY DEPOSIT

a. Contractor shall post a five hundred dollar ($500.00) cash deposit with the District following award of proposal as security against: 1) return of backflow assembly enclosure key(s), and 2) payment of any correction charges that might be levied by the water district due to Contractor's non-compliance with EMWD Ordinance No. 69.

b. Contractor's cash deposit, or any balance thereof, shall be returned to Contractor upon termination of the agreement.

PROJECT LOCATION MAPS ON FOLLOWING PAGE

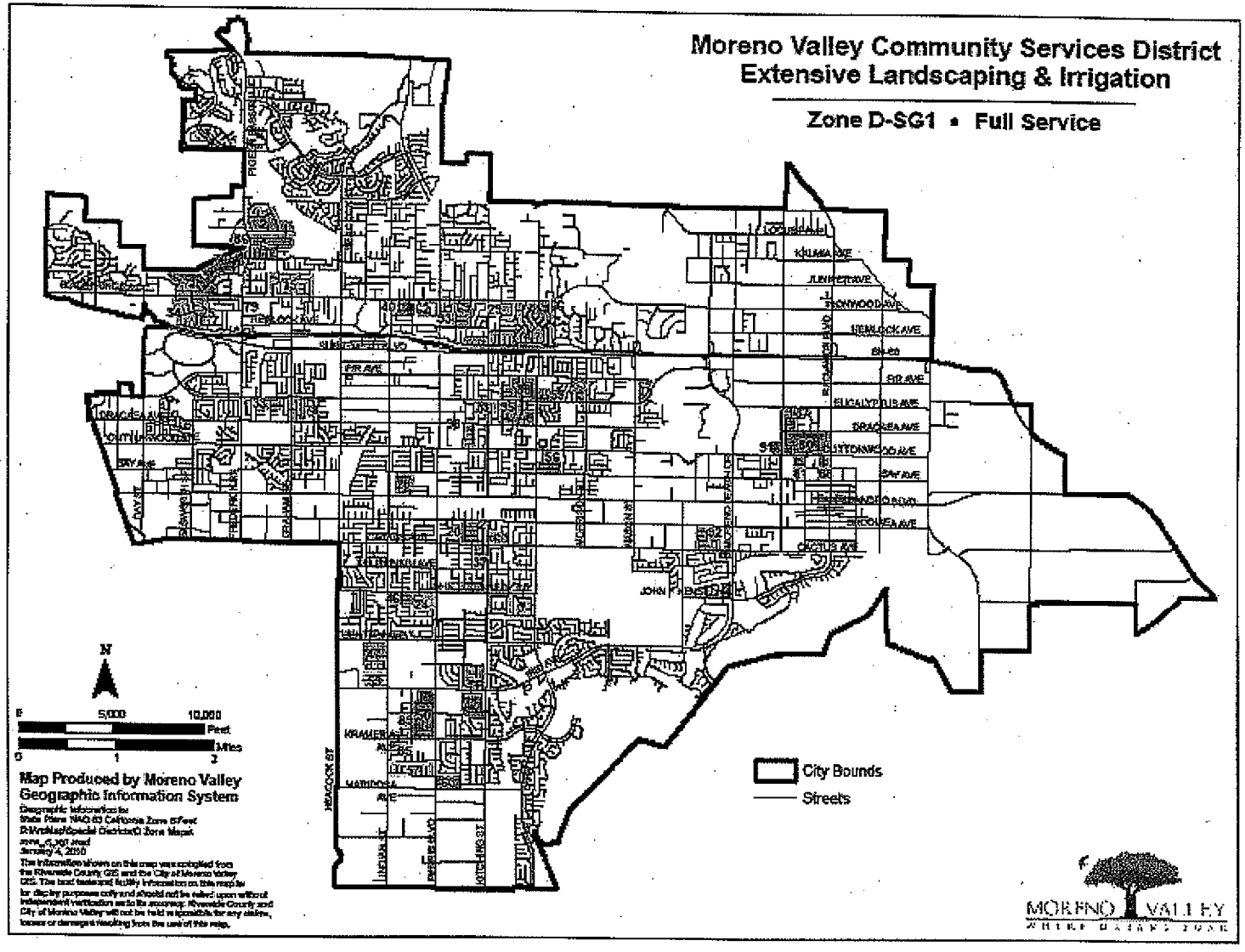
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone D-SG1 • Full Service
N
0 5,000 10,000 Feet
0 1 2 Miles
Map Produced by Moreno Valley
Geographic Information System
City Bounds
Streets
MORENO VALLEY

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone D-SG1 • Full Service

Map ID	Tract Number	Area (Sq. Ft.)
2	TR 12305	722
3	TR 12773	13,806
4	TR 12902	7,344
6	TR 14387	2,712
9	TR 16769	7,500
15	TR 18283	11,388
20	TR 19141	5,836
21	TR 19142	3,950
24	TR 19210	9,270
25	TR 19233	4,960
28	TR 19474	7,240
29	TR 19496	3,680
33	TR 19529	3,330
34	TR 19533	7,400
35	TR 19541	5,325
37	TR 19675	2,550
40	TR 19862	8,805
41	TR 19912	11,750
42	TR 19937	20,890
46	TR 20120	3,750
47	TR 20197	13,660
50	TR 20404	36,138
53	TR 20718	23,004
56	TR 20941	9,600
57	TR 21113	12,200
59	TR 21345	6,600
60	TR 21597	33,230
62	TR 21737	3,920
63	TR 21806	5,975
66	TR 22999	3,204
69	TR 28882	20,953
70	TR 20579	20,782
71	TR 21333	54,500
73	TR 22371	17,844
78	TR 10191/18488	10,971
79	TR 19080	20,291
80	TR 31269-1	43,723
81	TR 31268	7,058
83	TR 31591	16,445
85	TR 30967	18,013
86	TR 31257	28,686
87	TR 31424	8,750
88	TR 32625	17,828
89	TR 22889	16,438
90	TR 32018	11,306
91	TR 31269	7,459
92	TR 31129	12,385
93	TR 32715	12,715

Total Area, Service Area: 633,757

Total Acreage, Service Area: 14.55

Print Date: January 4, 2010
File: G:\excelspecial\landscape_d_sg1_full.xlsx

MV00204123

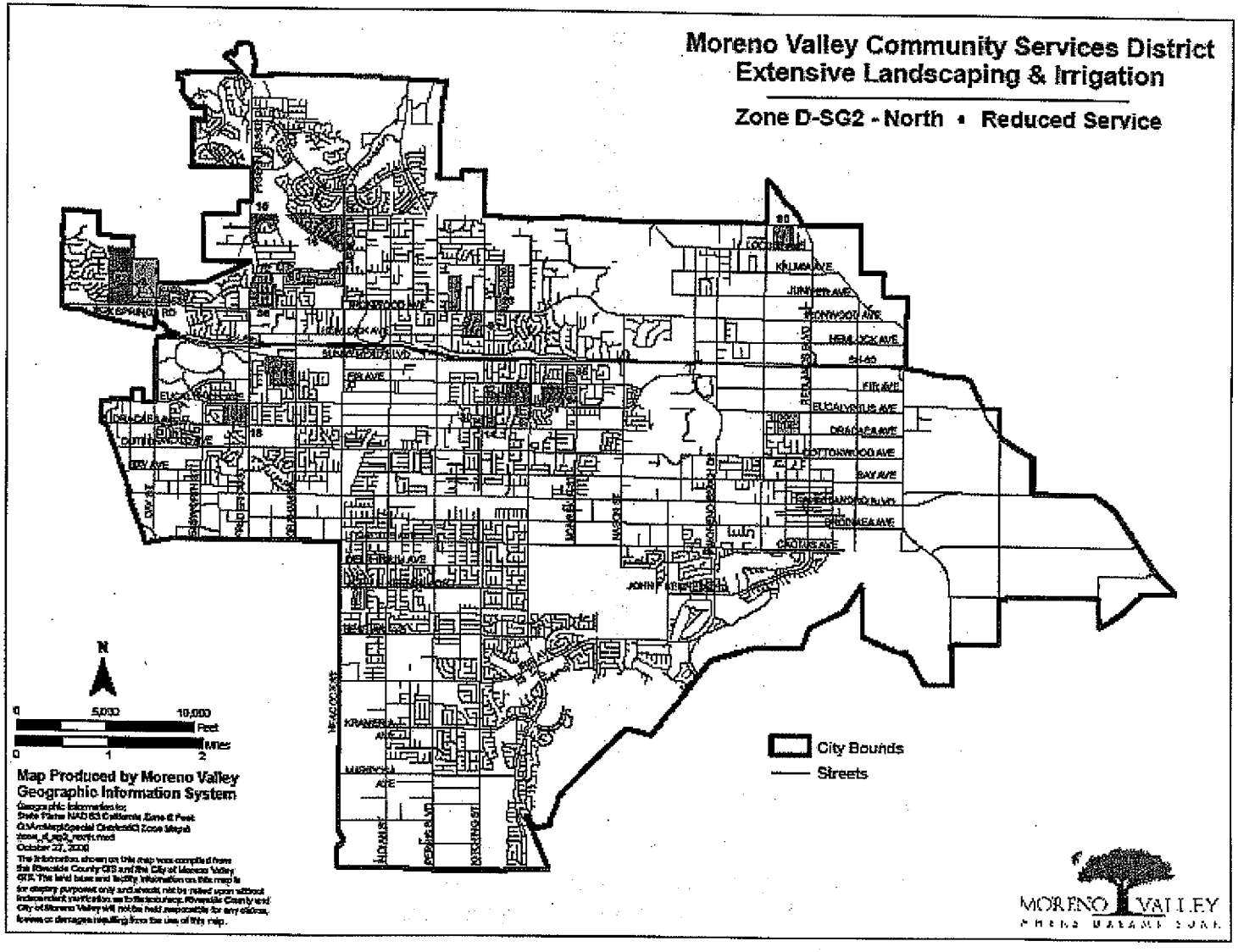
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone D-SG2 - North • Reduced Service
City Bounds
Streets
N
0
5,000
10,000
Feet
0
1
2
Miles
Map Produced by Moreno Valley
Geographic Information System
MORENO VALLEY

MV00204124

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone D-SG2 - North • Reduced Service

MAP ID	Tract Number	Area (Sq. Ft.)
1	TR 11848	9,066
3	TR 16768	16,281
4	TR 17176	21,097
10	TR 20030	11,200
11	TR 20072	23,550
14	TR 17033	9,990
16	TR 16512/21322	59,940
17	TR 24721	6,882
18	TR 16930	38,849
23	TR 19208	17,680
30	TR 19500	3,636
32	TR 19799	17,552
36	TR 19551	36,364
51	TR 20525	16,500
58	TR 21332	19,440
64	TR 22276	11,690
65	TR 22277	20,485
67	TR 23046	16,000
72	TR 22093	8,873
80	TR 19032	9,132
82	TR 20272	51,216
90	TR 17334	37,660
91	TR 18784/20906	30,432

Total Area, Service Area D-SG2 - North: 493,635

Total Acreage, Service Area D-SG2 - North: 11.3

Print Date: October 27, 2008

MV00204125

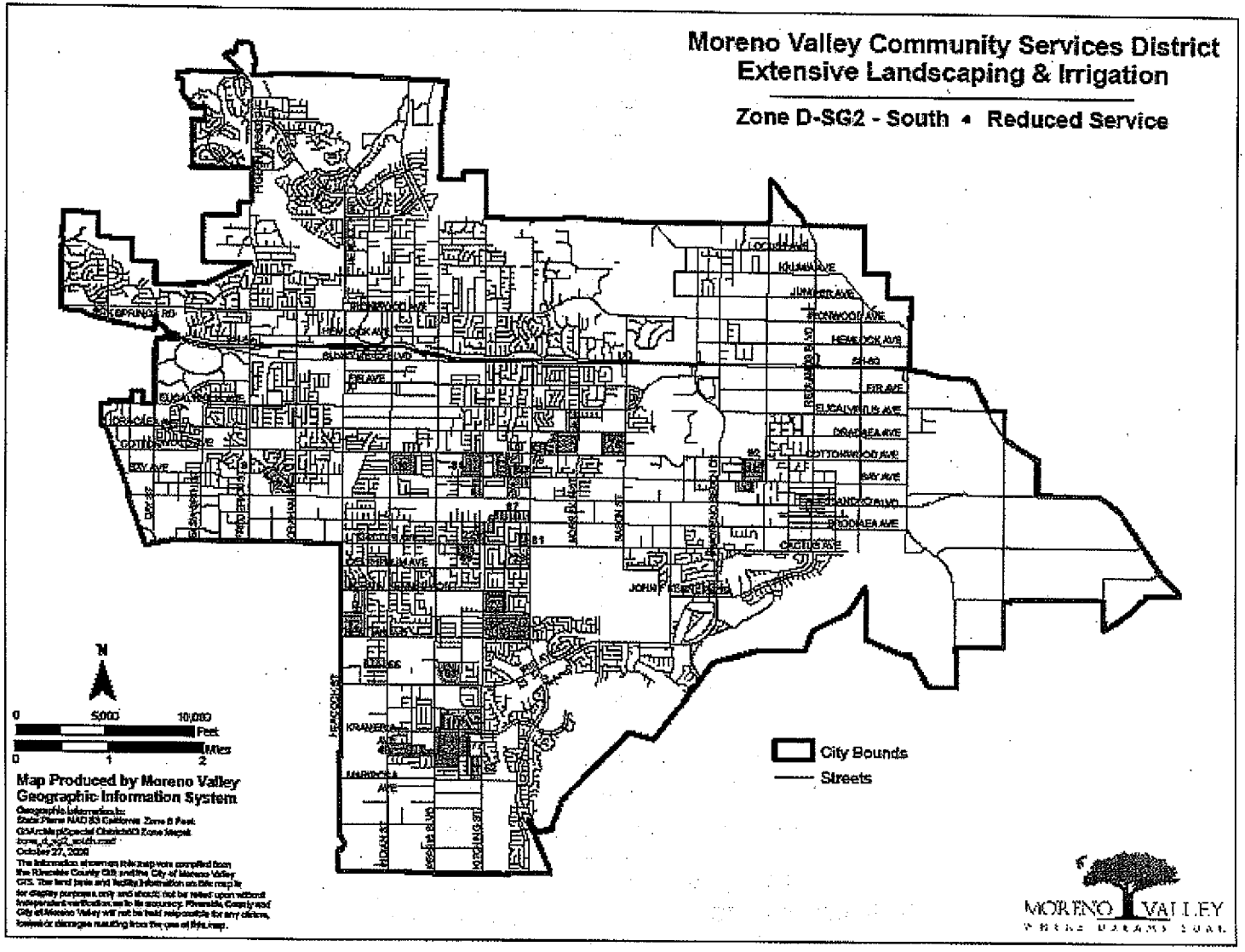
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone D-SG2 - South • Reduced Service
City Bounds
Streets
N
0
5000
10,000
Feet
Miles
0
1
2
Map Produced by Moreno Valley
Geographic Information System
MORENO VALLEY

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone D-SG2 - South • Reduced Service

MAP ID	Tract Number	Area (Sq. Ft)
2	TR 15387	9,049
5	TR 17387	4,384
7	TR 19685	62,830
8	TR 19518/18372	12,634
9	TR 19957	5,610
12	TR 20552	19,458
13	TR 20032	14,076
22	TR 19143	4,864
26	TR 19363	13,320
27	TR 19434	13,242
31	TR 19509	18,328
39	TR 19652	28,800
49	TR 20301	7,200
52	TR 20660	11,912
54	TR 20859	33,630
55	TR 20869	2,100
61	TR 21616	23,528
74	TR 26715	51,250
75	TR 27526	16,373
76	TR 30027	45,833
77	TR 29038	6,243
83	TR 15433	24,161
84	TR 13585	6,500
85	TR 16770	5,830
86	TR 17457	3,444
87	TR 17867	13,778
92	TR 31284	28,321

Total Area, Service Area D-SG2 - South: *487,698*

Total Acreage, Service Area D-SG2 - South: *11.2*

Print Date: October 27, 2006
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MV00204127

CITY OF MORENO VALLEY
COMMUNITY SERVICES DISTRICT
PROPOSED ZONE S (SUNNYMEAD BOULEVARD MAINTENANCE) BOUNDARIES

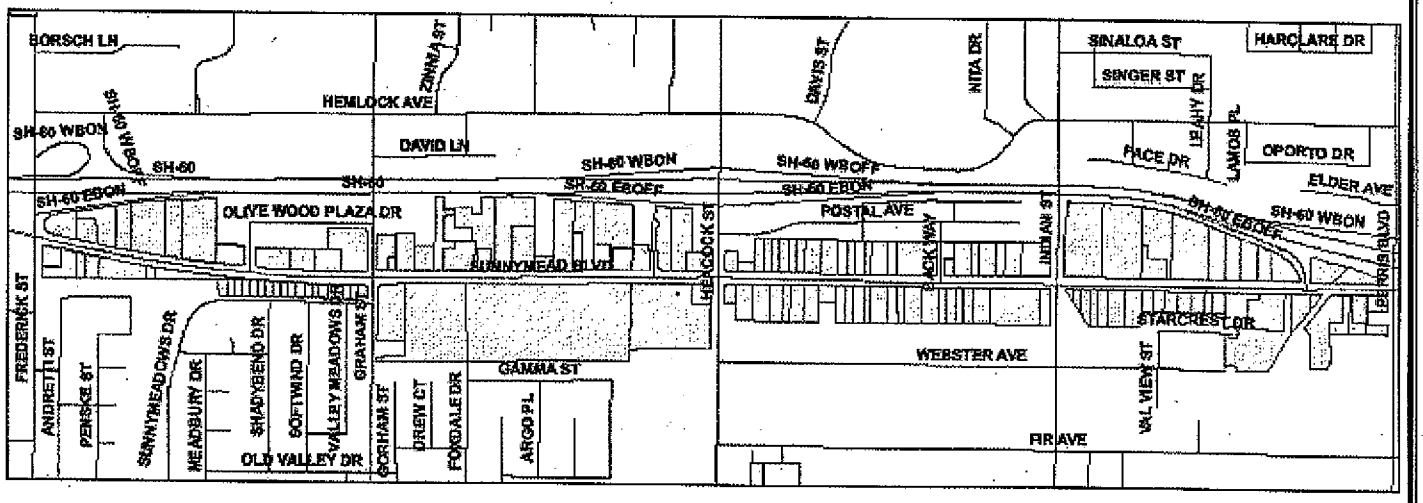

February 10, 2006

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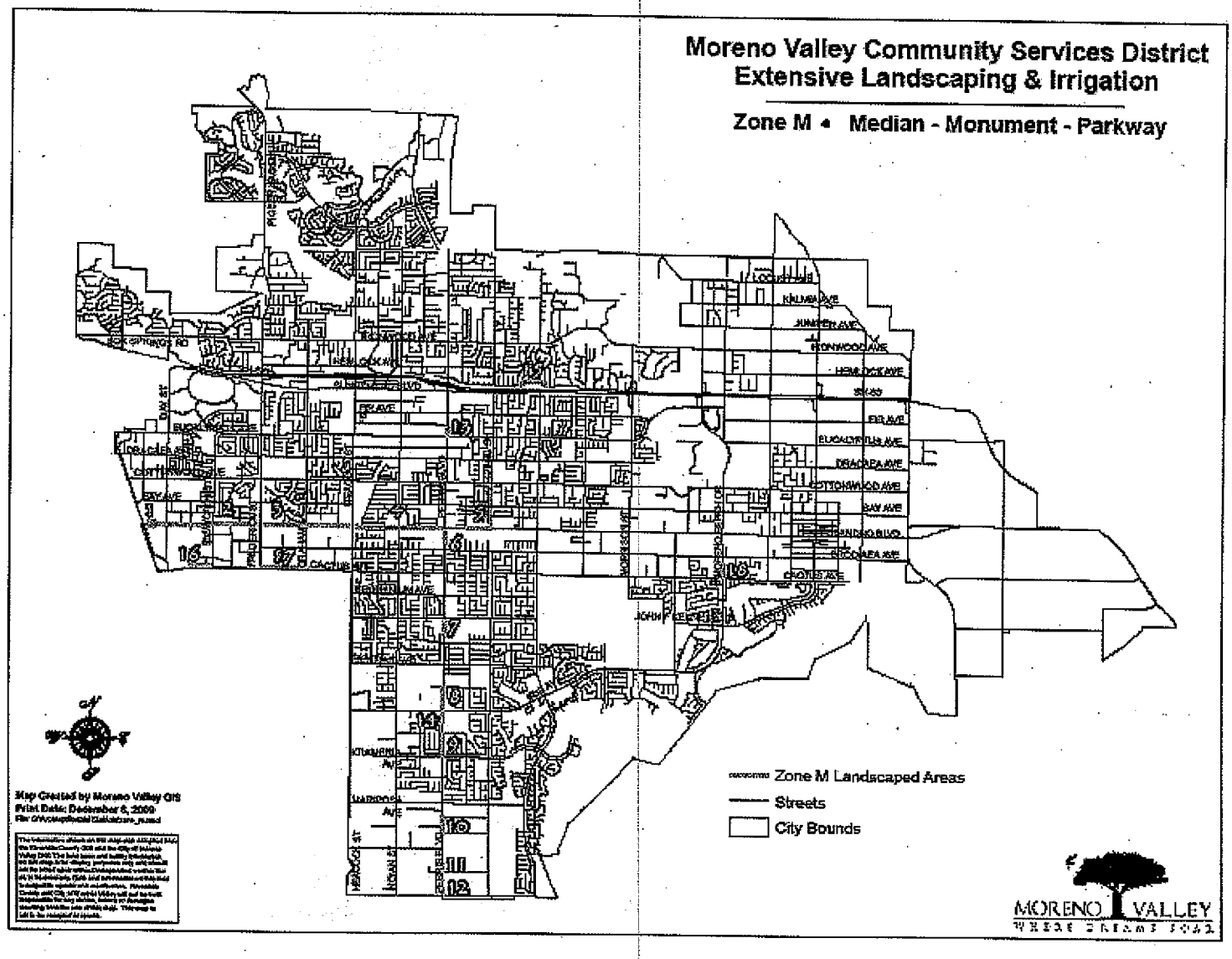
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone M • Median - Monument - Parkway
Zone M Landscaped Areas
Streets
City Bounds
Map Created by Moreno Valley GIS
Print Date: December 6, 2009
MORENO VALLEY

MV00204129

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone M • Medians - Monuments - Parkways

Alessandro Boulevard Medians & Monuments

1. Old Hwy 215 Monuments
   - 17,895 square feet (includes 5,477 sq.ft. turf)
   - 8 trees
   - 4 remote control valves - 1 controller
2. Old Hwy 215 to Frederick Street
   - 60,423 square feet (includes 21,325 sq.ft. turf)
   - 75 trees
   - 32 remote control valves - 2 controllers
3. Frederick Street to Heacock Street
   - 68,445 square feet (includes 34,565 sq.ft. turf)
   - 64 trees
   - 22 remote control valves - 2 controllers
4. Heacock Street to Perris Boulevard
   - 15,609 square feet
   - 4 trees
   - 4 remote control valves - 2 controllers
5. Flaming Arrow Dr to Kitching St
   - 17,470 square feet
   - 21 trees
   - 16 valves - 1 controller

Perris Boulevard Medians

6. South of Alessandro Boulevard
   - 471 square feet
   - 1 tree
   - 2 remote control valves - 1 controller
7. South of John F. Kennedy Drive
   - 1,136 square feet
   - 3 trees
   - 3 remote control valves - 1 controller
8. North of Iris Ave
   - 2,200 square feet
   - 7 trees
   - 4 valves - 1 controller
9. North of Krameria Avenue
   - 3,324 square feet
   - 5 trees
   - 3 valves - 1 controller
10. At San Michele Road
    - 5,335 square feet
    - 10 trees
    - 5 valves - 1 controller
11. Perris Blvd (North of Globe St)
    - 4,110 square feet
    - 8 trees
    - 1 controller
12. Perris Blvd (South of Globe St)
    - 4,950 square feet
    - 12 trees
    - 7 valves - 1 controller
13. Perris Blvd (North of Eucalyptus Ave)
    - 1,760 square feet
14. Perris Blvd (South of Iris Ave)
    - 5,838 square feet

Elder Avenue Retention Basin Parkway

15. South Side of Elder Avenue from Grenville Avenue to Brewster Drive
    - 7,471 square feet
    - 1 tree
    - 2 remote control valves - 1 controller

Cactus Avenue Medians

16. Cactus Ave. west of Elsworth
    - 2,500 square feet
    - 5 trees

MV00204130

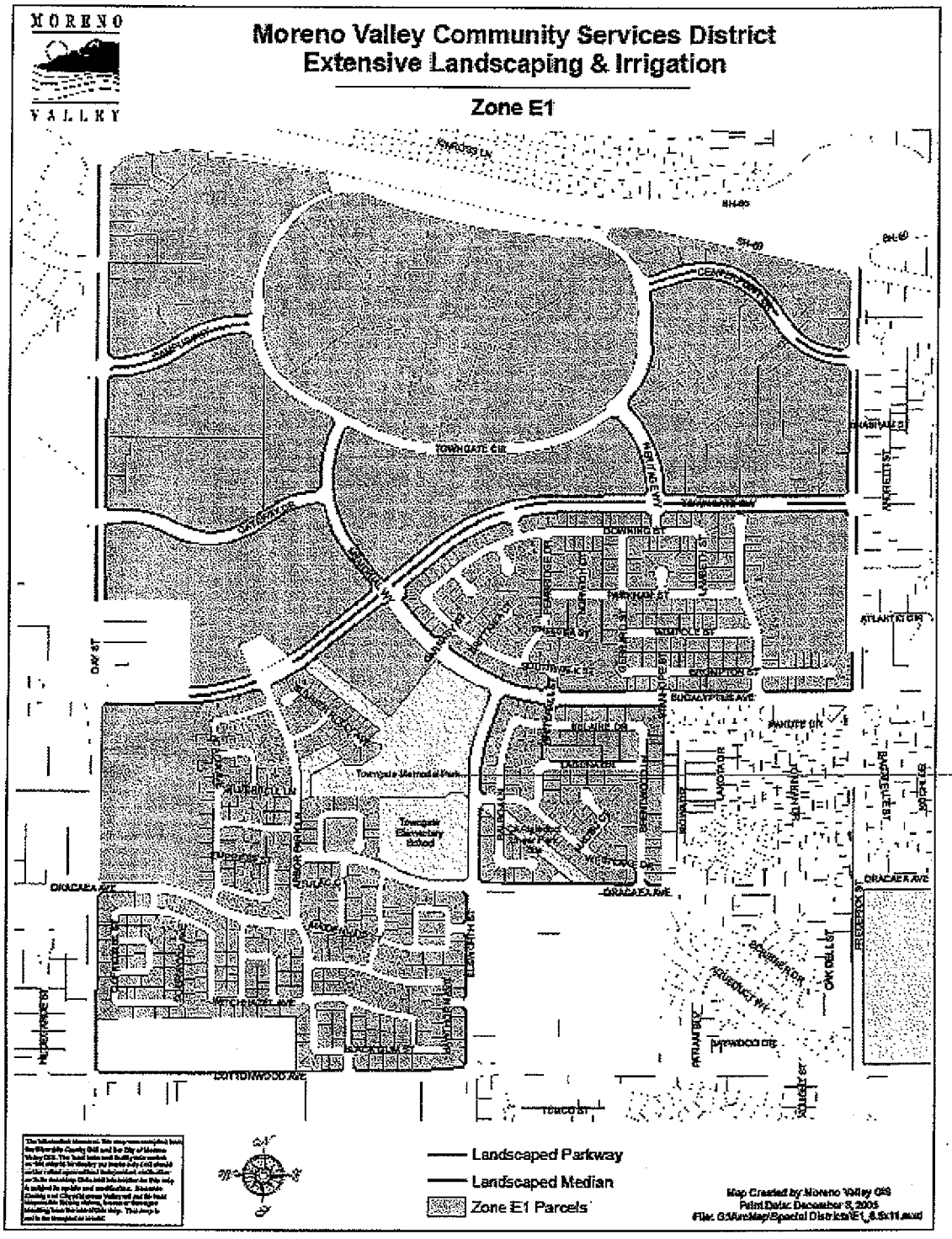
MORENO VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E1
TOWNGATE CIR
DOWNING ST
Townsgate Memorial Park
Townsgate Elementary School
DRACAEA AVE
Landscaped Parkway
Landscaped Median
Zone E1 Parcels
Map Created by Moreno Valley GIS
Print Date: December 3, 2005

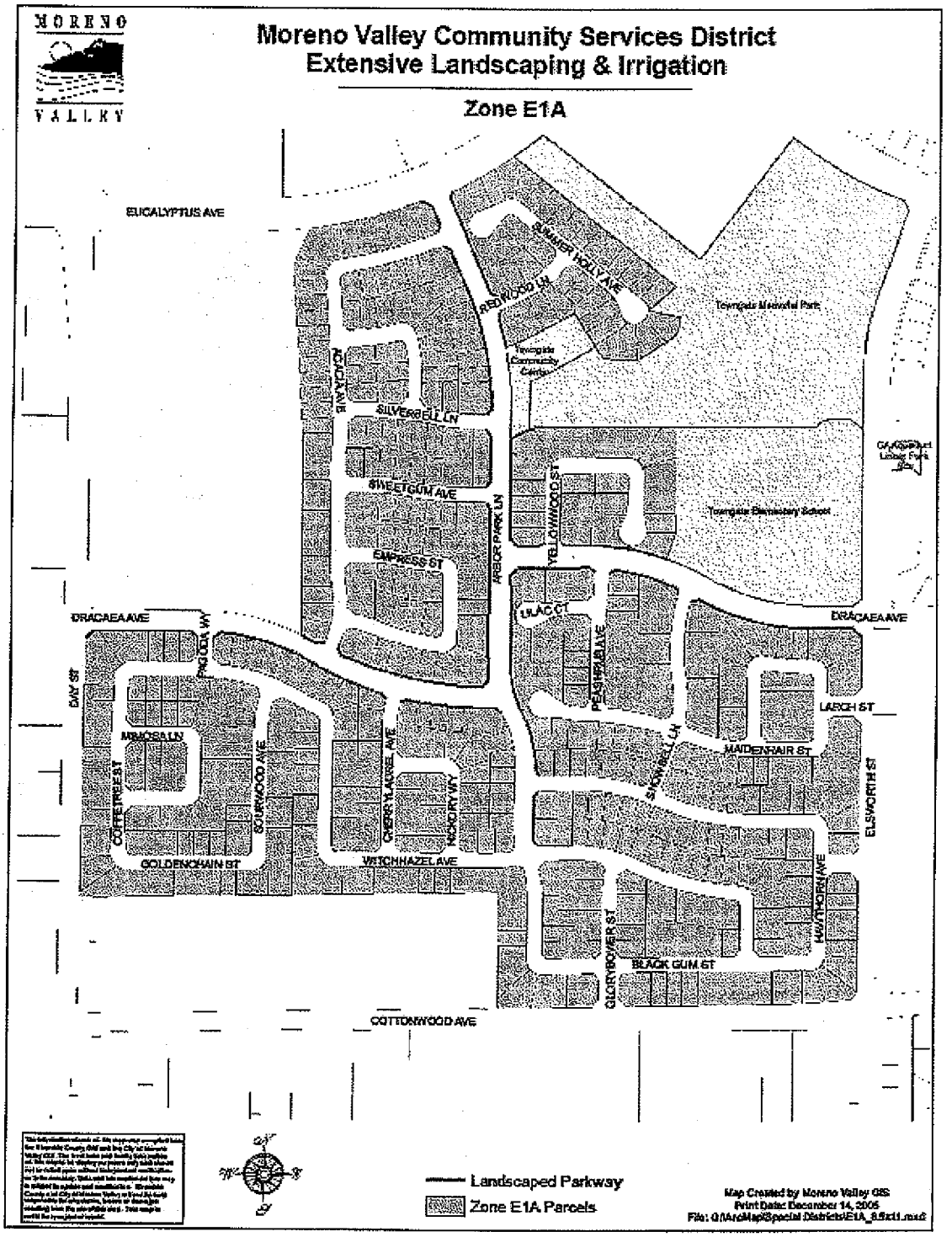
MORENO VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E1A
EUCALYPTUS AVE
SUMMER HOLLY AVE
REDWOOD LN
Towngate Memorial Park
Towngate Community Center
ROCKLAND
SILVERBELL LN
SWEETGUM AVE
EMPRESS ST
ARBOR PARK LN
YELLOWWOOD ST
Towngate Elementary School
LILAC CT
DRACAEA AVE
PAGODA WY
DAY ST
MIMOSA LN
COFFEETREE ST
SOURWOOD AVE
CHERRYLAUREL AVE
HICKORY WY
PEISHPALA AVE
SNOWBELL LN
LARCH ST
MAIDENHAIR ST
ELSWORTH ST
GOLDENCHAIN ST
WITCHHAZEL AVE
HAWTHORN AVE
GLORYBOWER ST
BLACK GUM ST
COTTONWOOD AVE
Landscaped Parkway
Zone E1A Parcels
Map Created by Moreno Valley GIS
Print Date: December 14, 2005

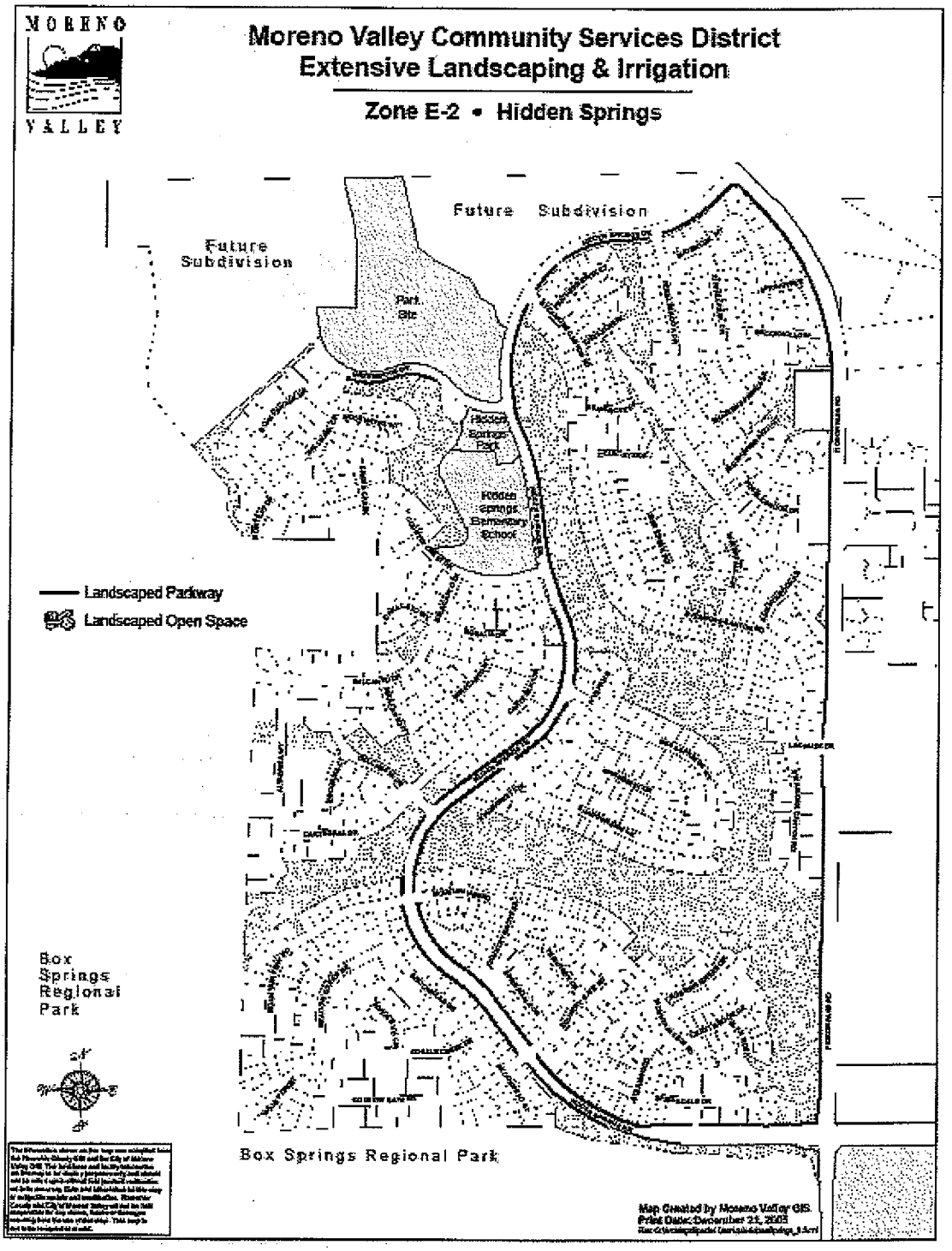
MORENO VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E-2 • Hidden Springs
Future Subdivision
Future Subdivision
Park Site
Hidden Springs Park
Hidden Springs Elementary School
Landscaped Parkway
Landscaped Open Space
Box Springs Regional Park
Box Springs Regional Park
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Print Date: December 23, 2003

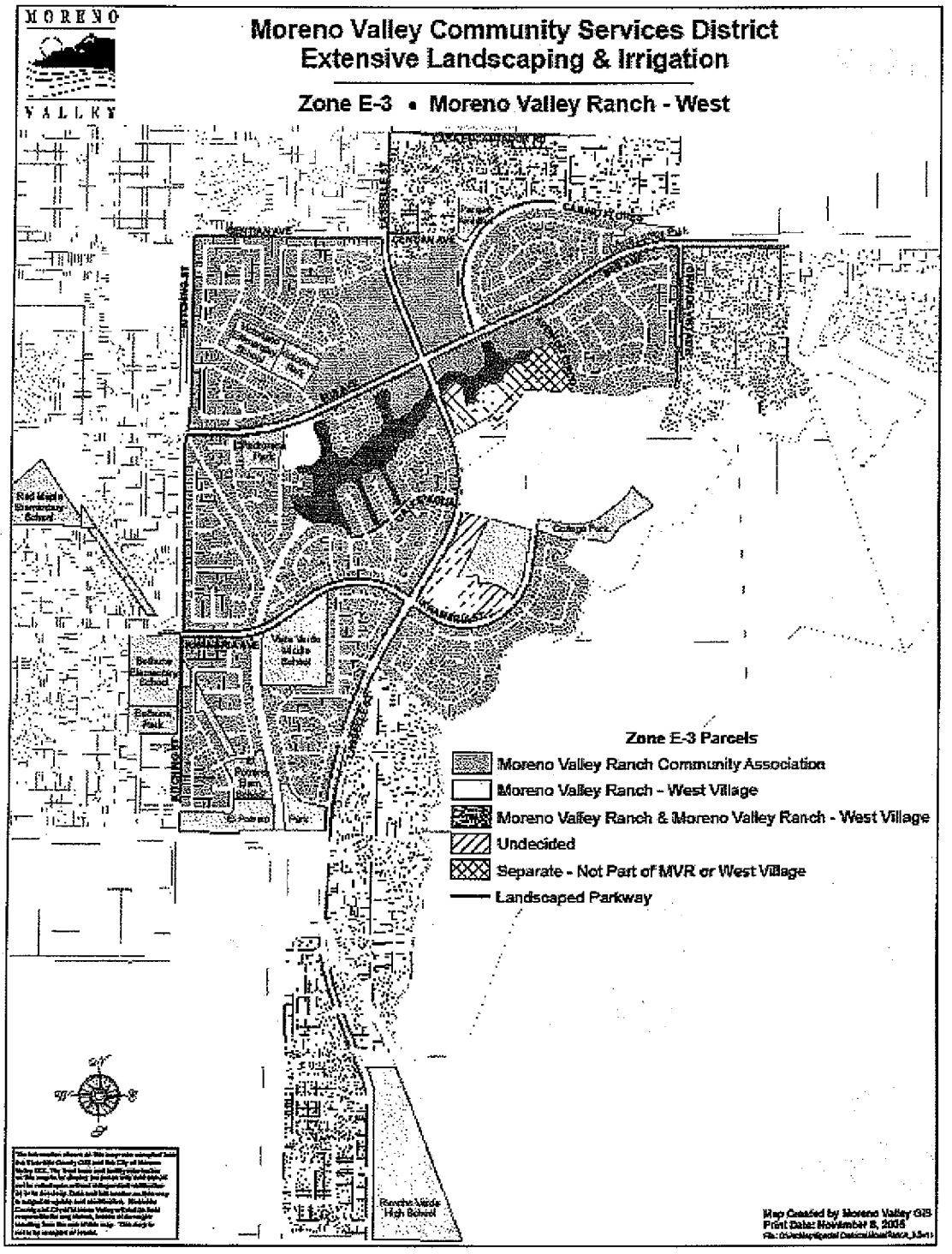
MORENO
VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E-3 • Moreno Valley Ranch - West
Zone E-3 Parcels
Moreno Valley Ranch Community Association
Moreno Valley Ranch - West Village
Moreno Valley Ranch & Moreno Valley Ranch - West Village
Undecided
Separate - Not Part of MVR or West Village
Landscaped Parkway
Map Created by Moreno Valley GIS
Print Date: November 8, 2005

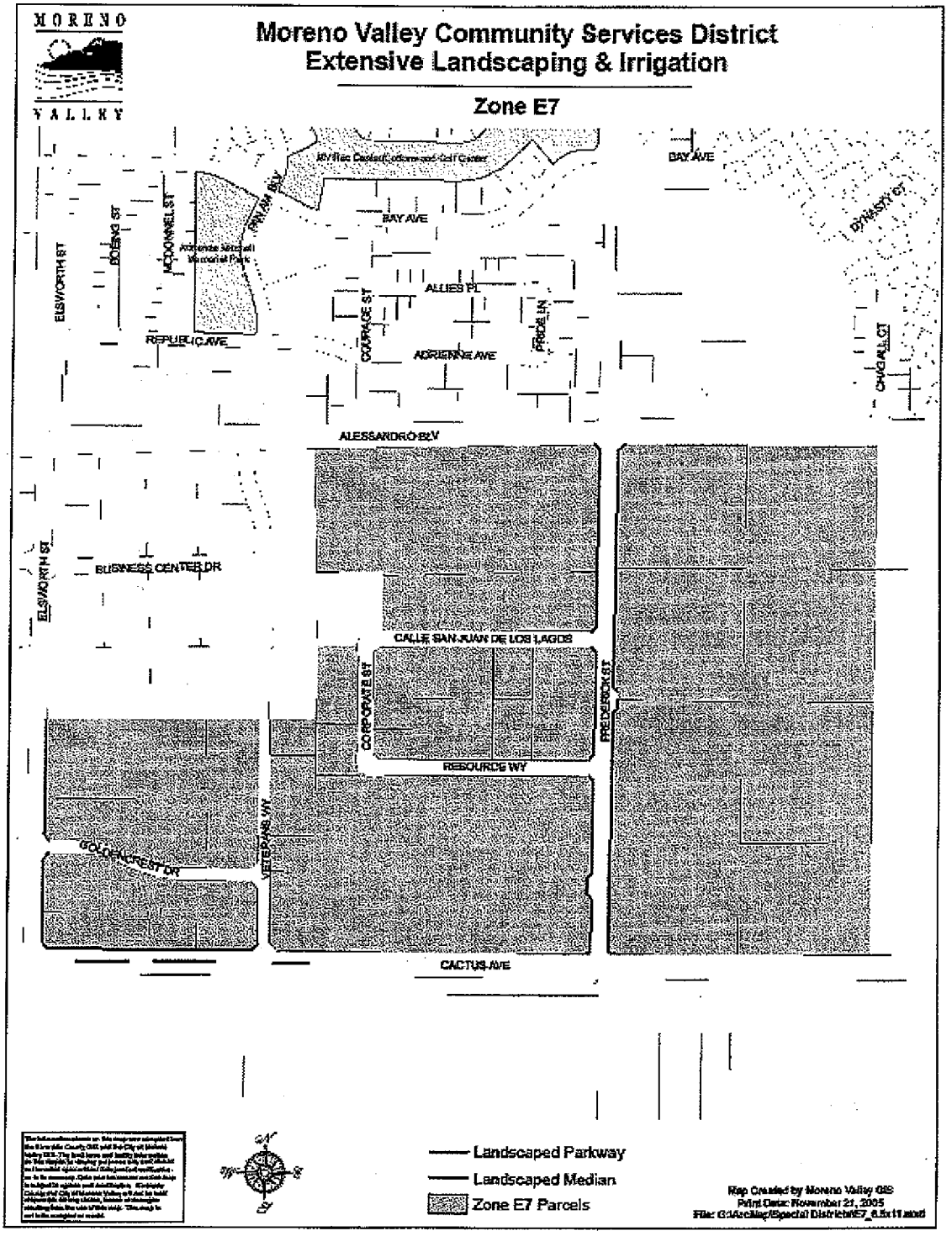
MORENO
VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E7
BAY AVE
ELSWORTH ST
BOEING ST
MCDONNELL ST
PRIMA BLV
DYNASTY CT
ALLIES PL
REPUBLIC AVE
COURAGE ST
ADRIENNE AVE
PRIDE LN
CHIGALL CT
ALESSANDRO BLV
BUSINESS CENTER DR
CALLE SAN JUAN DE LOS LAGOS
CORPORATE ST
PRIEFERICK ST
RESOURCE WY
VETERANS WY
GOLDEN CREST DR
CACTUS AVE
Landscaped Parkway
Landscaped Median
Zone E7 Parcels
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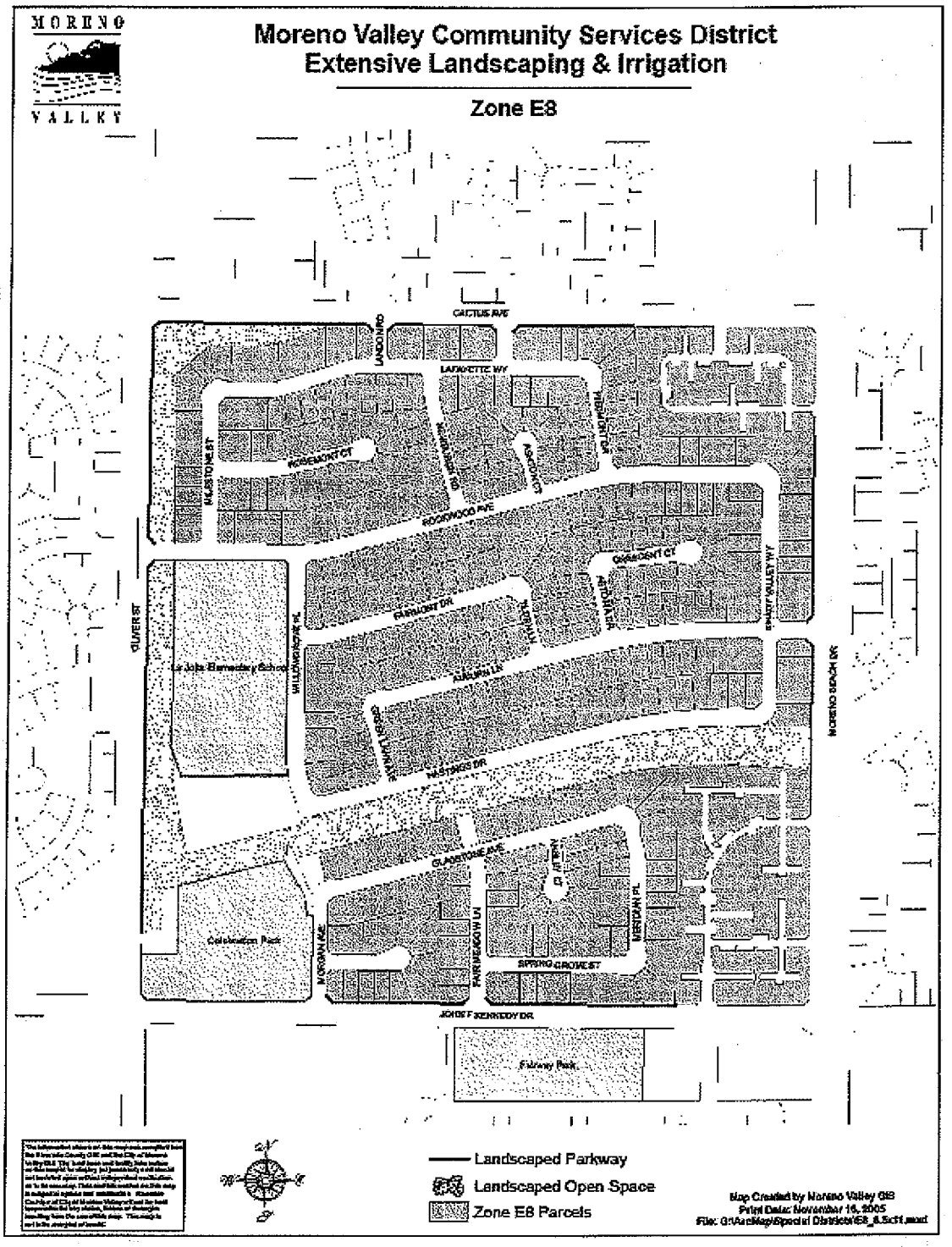
MORENO VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E8
CACTUS AVE
LANDONO
LAFAYETTE WY
ROSEMONT CT
ROSEWOOD AVE
OLIVER ST
La Jolla Elementary School
PARKLOST DR
AUBURN LN
HASTINGS DR
GLADSTONE AVE
Celebration Park
MORGAN AVE
SPRING GROVE ST
JOHN F KENNEDY DR
Fairway Park
MORENO BEACH DR
Landscaped Parkway
Landscaped Open Space
Zone E8 Parcels
Map Created by Moreno Valley GIS
Print Date: November 16, 2005

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-12 • Stoneridge Ranch

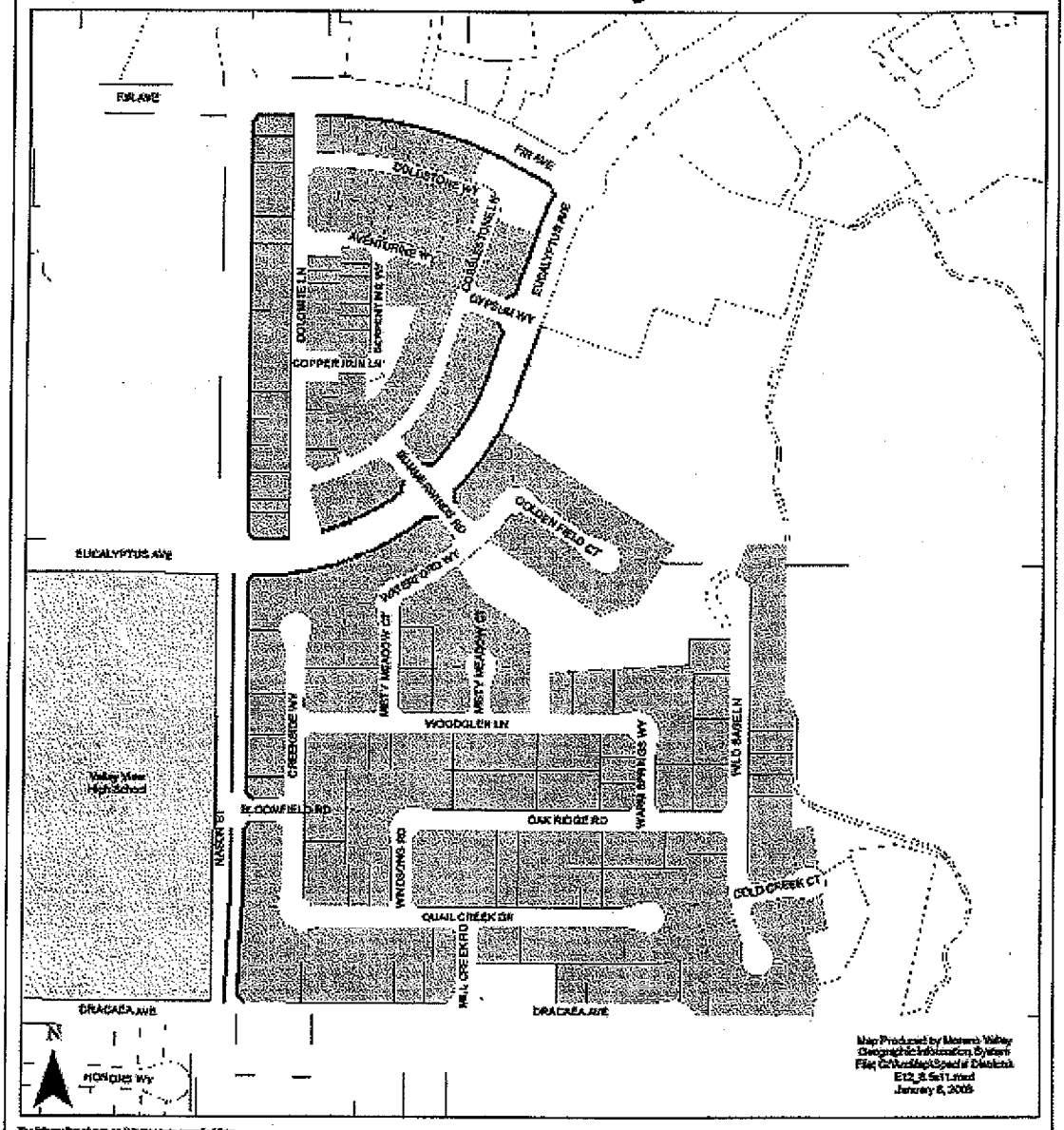

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E14

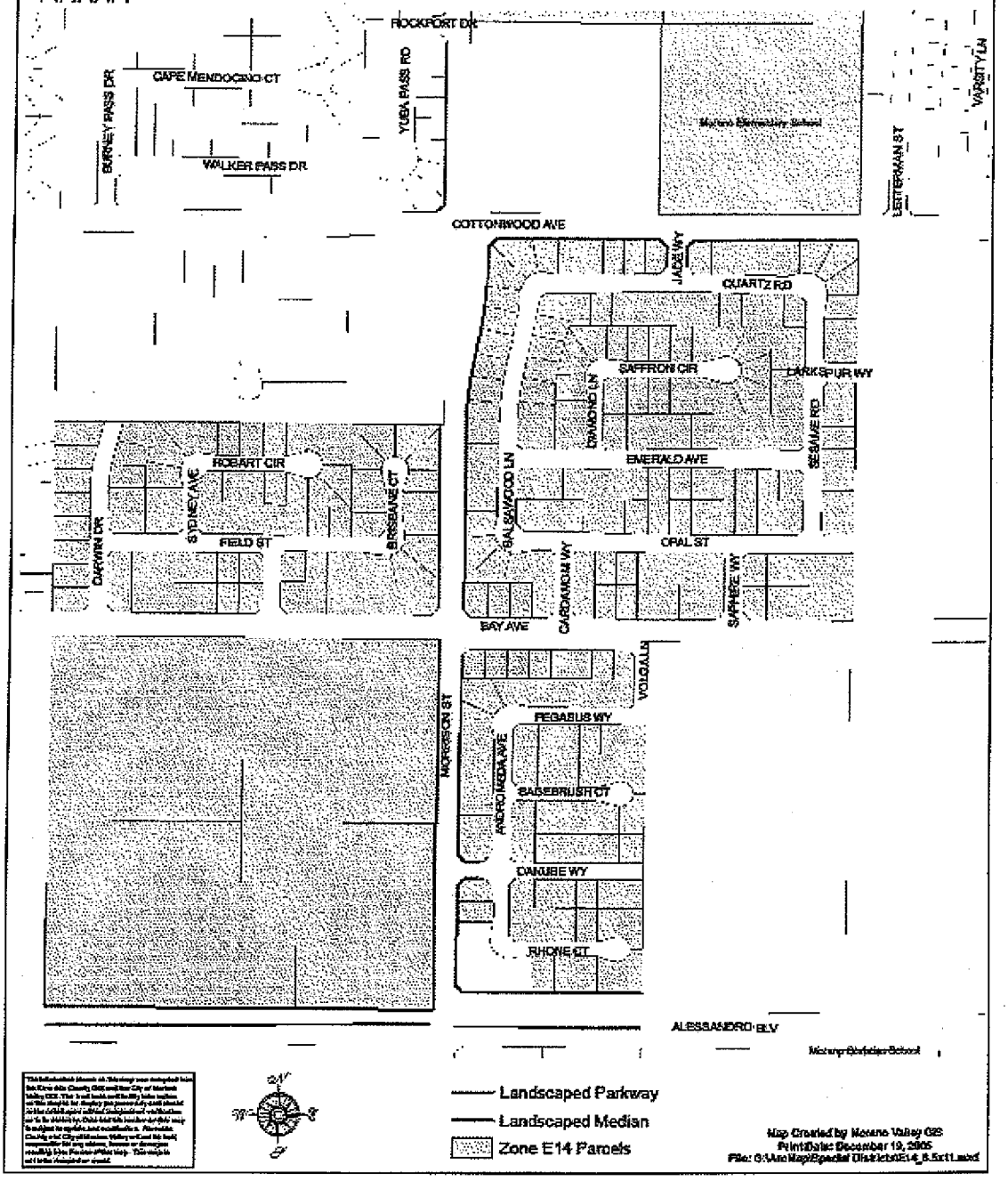

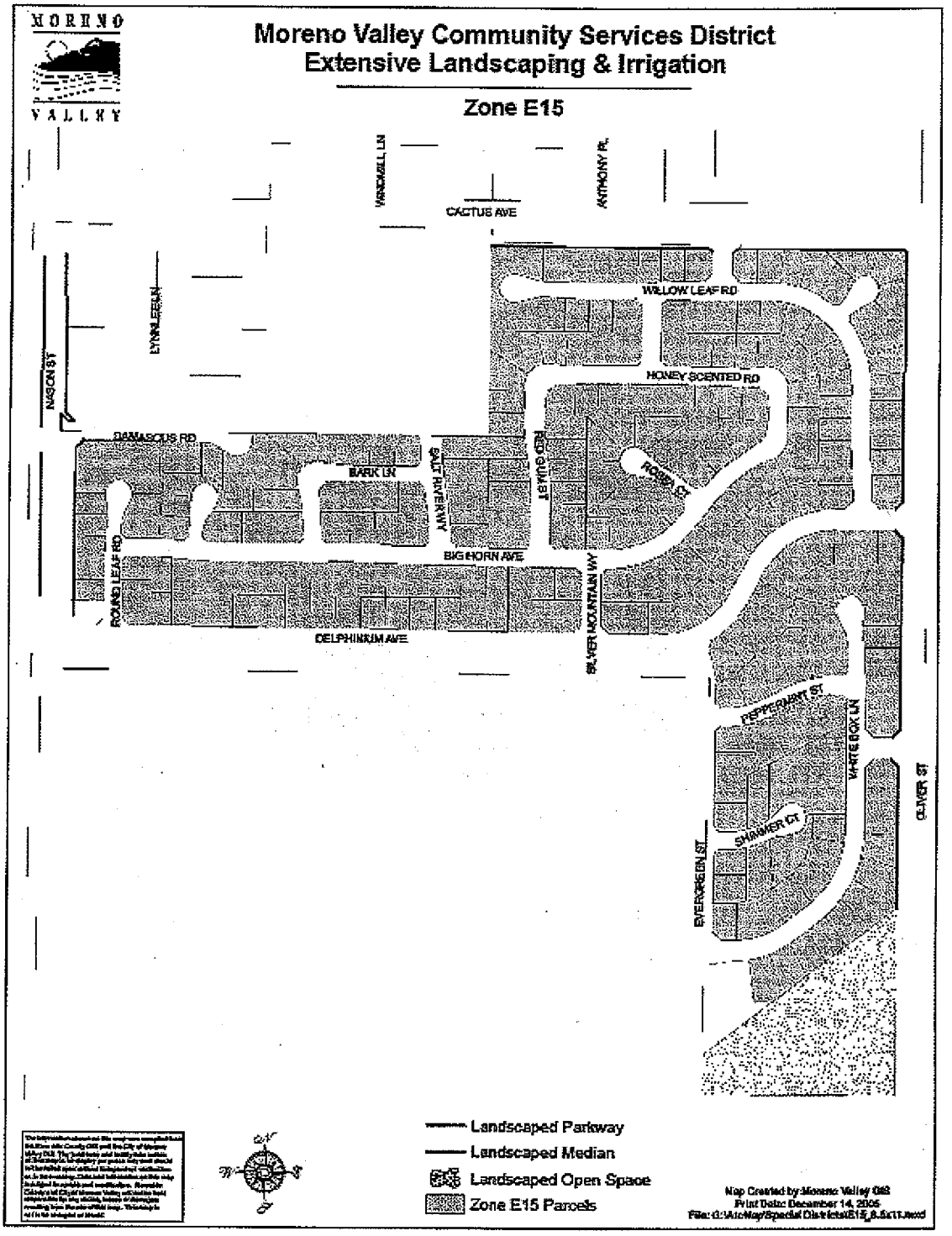
MORENO VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E15
CACTUS AVE
WILLOW LEAF RD
HONEY SCENTED RD
NASON ST
DAMASCUS RD
BARK LN
SALT RIVER WY
BIG HORN AVE
ROUND LEAF RD
DELPHINIUM AVE
SILVER MOUNTAIN WY
PEPPERMINT ST
SHIMMER CT
EVERGREEN ST
OLIVER ST
Landscaped Parkway
Landscaped Median
Landscaped Open Space
Zone E15 Parcels
Map Created by Moreno Valley GIS
Print Date: December 14, 2005

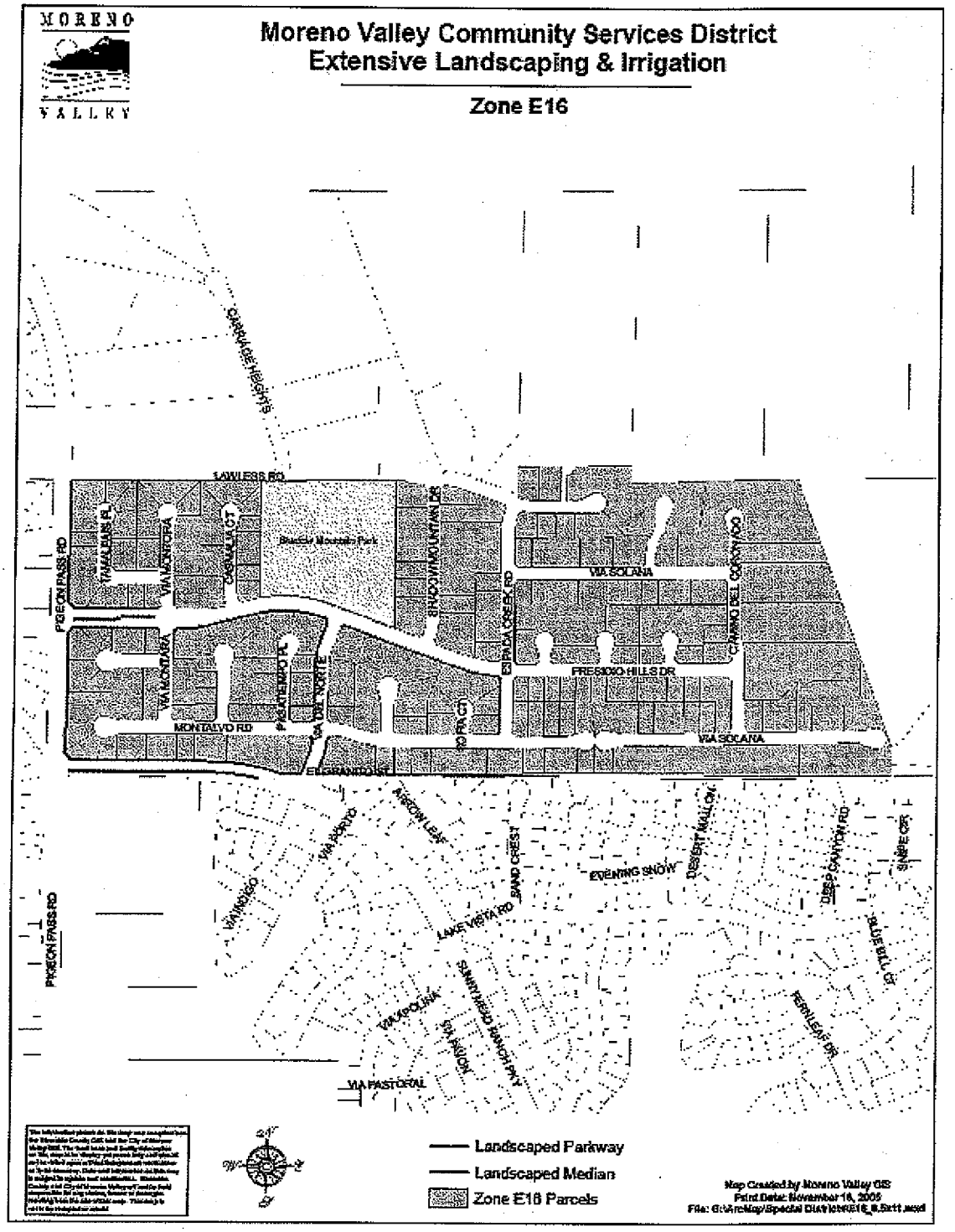
MORENO VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E16
LAWLESS RD
TAMALIAS PL
VIA MONTOYA
CASCULLA CT
Stacey Mountain Park
SHADOW MOUNTAIN DR
VIA SOCANA
CAMINO DEL CONDOR
PIGEON PASS RD
VIA MONTANA
PORTEMPO PL
LA DEL NORTE
ESPADA CREEK RD
FRESNO HILLS DR
MONTALVO RD
EL RANCHO ST
VIA PORTO
MARION LEAF
SAND CREST
EVENTING SNOW
DESERT MALLOW
DEEP CANYON RD
SNIPE CIR
VIA NOGAL
LAKE VISTA RD
SUNNYMEAD RANCH PKY
BLUE BILL CIR
VIA PASTORAL
Landscaped Parkway
Landscaped Median
Zone E16 Parcels
Map Created by Moreno Valley GIS
Print Date: November 16, 2005

R.F.P. # BDEMS/10

EXHIBIT B
District Responsibilities

1. CONTRACT SUPERVISION

a. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his delegated representative(s), hereinafter designated as "Director."

b. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. TEST REPORT FORMS

The District will forward Zone D, E, M and S annual backflow assembly test report forms to the Contractor via U.S. Mail immediately upon receipt of same. Should circumstances warrant, the District will notify the Contractor via FAX or telephone that test report forms have been mailed.

3. ACCESS TO BACKFLOW ASSEMBLIES

The District will provide Contractor with key(s) needed for accessing backflow assemblies enclosed in protective cages. Contractor shall return key(s) to the District upon termination of the agreement. Failure to do so will result in charges by the District for replacement of keys and/or any necessary labor required to provide access to the protective cages by the District as set forth in Subsection 2. a. of Exhibit A - Technical Provisions.

Project No. BDEMS/10
R.F.P. # BDEMS/10
EXHIBIT C

Payment Terms

1. CONTRACTOR'S COMPENSATION

a. The Contractor will be paid per test for work performed satisfactorily under this Contract. By the tenth of each month the Contractor shall submit to the Director Backflow Test Reports for the prior month. These reports shall be accompanied by a billing in accordance with the Contract price for the work performed, and shall become the basis for payment. No payment(s) shall be made until aforesaid reports have been submitted, and approved.

b. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract, to wit:

1. The total amount due for all backflow test devices tested the previous month, at Contractor's **Cost Per Test** price, as set forth in Contractor's Base Proposal submittal, and incorporated herein by this reference, and/or;

2. The total amount due for all repairs made the previous month to backflow prevention devices, per prices set forth in Contractor's **Unit Price List**, and submitted as part of Contractor's Proposal, and incorporated herein by this reference.

The total contract amount for twelve (12) months shall not exceed FOUR THOUSAND TWO HUNDRED FOURTY dollars and 00/100 ($4,240.00), except as provided in Section 2.a. below.

c. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

d. Contractor shall be compensated on a time and materials basis for any emergency response, as set forth in Subsection 3. c. of Contract Exhibit A., as well as any corrective work authorized by the Director unless said emergency is determined to have been caused by an act or omission attributable to the Contractor; then, all costs associated with said emergency response and corrective work shall be the solely those of the Contractor.

e. Single repairs over $100.00 for any assembly are to be considered major

repairs, and will require District approval prior to repair. Single repairs under $100.00 for any assembly may be performed without prior approval. All worn and/or replaced parts must be returned to the District.

f. All repair work shall be invoiced separately from testing. Repair parts shall be invoiced at Contractor's cost plus 10%. The District may require Contractor to submit proof of Contractor's cost for repair parts at any time during the contract period.

g. All invoicing for testing and/or repair work will clearly indicate the tract number and CSD Zone associated with the backflow assembly in question.

2. ADDITIONAL WORK

a. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain work in addition to that set forth herein as Contractor's Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Additional Work Price List, Sections A., B., or C., or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2., paragraph b. below, the Contractor shall not perform any such Additional Work without first obtaining express authorization from the District.

b. Notwithstanding the above requirement for prior authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the District for approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

a. Work required in the General or Special Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

b. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delay occasioned by the failure of the District, or of the owner of a utility to provide for the removal or relocation of utility facilities.

Project No. BDEMS/10
R.F.P. # BDEMS/10
EXHIBIT D
Term of Contract

1. TERM OF CONTRACT

a. Following approval by both parties, the Contract will commence on July 1, 2010 and shall terminate twelve (12) months thereafter.

b. At the expiration of its term, the Contract may be extended for up to four additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph b.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Agreement, or any extension thereof.

c. In considering the option to extend the Contract, as set forth in paragraph b. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on verifiable increases in cost to the Contractor to provide services required under Contractor's Scope of Work, or the current regional Consumer Price Index as published by the Bureau of Labor Statistics, whichever basis is agreed to by both parties.

d. At the expiration of its term, the Contract may, with the concurrence of both parties, be extended for up to four (4) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph d.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Agreement, or any extensions thereof.

e. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Community Services District. In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the Community Services District does not grant necessary funding appropriations and/or program approval, then the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

Project No. BDEMS/10
R.F.P. # BDEMS/10

EXHIBIT E

PROPOSAL SUBMITTAL DOCUMENTS

Project No. BDEMS/10
R.F.P. # BDEMS/10
EXHIBIT E

SCHEDULE I

ATTACH ADDITIONAL SHEETS AS NECESSARY TO PROVIDE COMPLETE RESPONSES

1. COMPANY NAME: E.R. Block plumbing

TYPE

- Sole proprietor ____
- Partnership ____
- Corporation X

2. COMPANY ADDRESS/PHONE NUMBER

MAIN OFFICE: 10910 Hole Ave Riverside CA 92505

SATELLITE OFFICE (if applicable): ____

3. CONTRACTOR LICENSE INFORMATION

- LICENSE NUMBER/CLASSIFICATION/NAME STYLE: 675567 C-36
- NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 67
- LICENSE EXPIRATION DATE: 9-2011
- CURRENT LICENSE STATUS: Active
- PRIOR ACTIONS AGAINST THIS LICENSE? IF YES, LIST CITATION TYPE AND HOW RESOLVED: None

4. COMPANY'S FEDERAL IDENTIFICATION NO.: 95-3138160

5. NAME AND TITLE OF COMPANY OFFICERS:

Greg Ross	Pres.
Stacy Ross	VP. - Sect.

6. NUMBER OF YEARS COMPANY HAS PROVIDED BACKFLOW TESTING SERVICES: 25

7. NUMBER OF YEARS COMPANY HAS PROVIDED BACKFLOW TESTING SERVICES FOR PUBLIC AGENCIES: 20

8. REFERENCES

- **LIST AT LEAST THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS - CURRENT OR SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS. ATTACH RESPONSES ON ADDITIONAL SHEETS @ ONE (1) FOR EACH REFERENCE**

- REFERENCE INFORMATION FURNISHED MUST INCLUDE:

  - NAME AND ADDRESS OF AGENCY;
  - NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
  - CONTRACT NAME(S) / NUMBER(S);
  - ANNUAL CONTRACT AMOUNT(S);
  - NUMBER OF BACKFLOWS TESTED PER CONTRACT(S);
  - LENGTH OF CONTRACT(S).

PROMPT
PROFESSIONAL
SERVICE

E. R. BLOCK PLUMBING, INC.
10910 HOLE AVENUE – RIVERSIDE, CA 92505
PHONE (951) 687-4011 FAX (951) 687-0801
CALIFORNIA STATE CONT. #675567

CONTRACT REFERENCES

Eastern Municipal Water District
P.O. Box 8300
Perris, CA 92572
(951) 928-3777
Art Olvera
3 year contract
Annual amount varies depending on number of devices tested.

City of Moreno Valley
14177 Fredrick St.
Moreno Valley, CA 92553
(951)413-3480
Margaret Williams
1 year original contract
Annual amount varies depending on number of devices tested.

Housing Authority of San Bernardino County
1738 W. Ninth St.
San Bernardino, CA 92411
(909) 647-7421
Jim Buckmaster
3 year contract
Annual amount varies depending on number of devices tested.

Alvord Unified School District
10365 Keller Ave.
Riverside, CA 92505
(951) 509-5025
Dennis Hadaway
1 year contract
Annual amount varies depending on number of devices tested.

COMMUNICATIONS & TRAFFIC SAFETY

Communications:

Project General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. Also, the Contractor must designate some responsible employee to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Please describe your company's internal communications system, both office and in-field, and how it will enable your firm to provide the communication capability outlined in the project specifications. Also, please describe how your company will provide the specified twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

Traffic Safety:

Project General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2003 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's traffic control practices and training generally, and how your firm intends to conduct work area traffic control operations if selected to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

LIST OF SUBCONTRACTORS

SUBCONTRACTORS:

In compliance with the provisions of the Government Code, Section 4102, the undersigned prosper herewith sets forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
None used		

CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of the race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 1420, and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE Greg Ross

PRINTED NAME Greg Ross

TITLE Pres.

COMPANY NAME E.R. Block Plumbing

DATE 3-31-2010

SCHEDULE II

BID SCHEDULE

PROPOSER: E.R. Block plumbing
(Company Name)

	COST PER TEST	APPROXIMATE # OF BACKFLOWS*	TOTAL COST PER YEAR
D	20.00	120	2,400.00
M	20.00	26	520.00
S	20.00	4	80.00
E-1	20.00	14	280.00
E-1A	20.00	2	40.00
E-2	20.00	24	480.00
E-3	20.00	7	140.00
E-7	20.00	3	60.00
E-8	20.00	1	20.00
E-12	20.00	2	40.00
E-14	20.00	3	60.00
E-15	20.00	1	20.00
E-16	20.00	5	100.00
TOTAL	4240.00	212	4240.00

Total Proposal Amount in figures: 4,240 and NO /100's Dollars

Total Proposal Amount in words: four thousand two hundred forty and NO /100's Dollars

PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Proposal Schedule I), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any contract between the Moreno Valley Community Services District and E.R. Block plumbing, and as a further result, the aforesaid firm may be barred from participation in future District contracts as well as be subject to possible criminal prosecution, and;
- I have legal authority to bind E.R. Block plumbing to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE SIGNED

SIGNATURE(S) Greg Ross

PRINTED NAME(S) Greg Ross

TITLE(S) PRES.

COMPANY NAME E.R. Block plumbing

DATE 3-31-2010

The Contractor shall furnish all labor, equipment, and materials necessary to provide backflow testing services as set forth in Exhibit A of this contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

* The District is responsible for maintaining approximately 212 backflow devices located in landscaped parkways throughout the City. Quantities are approximate and may increase or decrease during the fiscal year, but are not a guarantee of any quantity to be serviced as a result of this proposal.

Addendum No(s).___1___ has/have been received and is/are made a part of this proposal.

Greg Ros Pres 3-31-2010

(AUTHORIZED SIGNATURE AND TITLE) (DATE)

R.F.P. # BDEMS/10
EXHIBIT E – cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

A. Prices for Emergency Work, Additional Work, and Routine Backflow Repair, including, but not limited to: Exhibit A., Section 3., paragraph e., and; Exhibit C., Section 2., paragraphs a. through d.

PROPOSER: E.R. Block plumbing
(Company Name)

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

A. REPAIR WORK: $ 75.00 Per Hour

B. EMERGENCY REPAIRS: $ 140.00 Per Hour

C. REPLACEMENT PARTS SUPPLIED AT CONTRACTOR'S COST PLUS 10 %

D. DISCOUNT TERMS: 2 % Net 10 Days

Advance notice of 1 hours required for service during normal business hours.

Greg Ross pres. 3-31-2010
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

R.F.P. # BDEMS/10
EXHIBIT E – cont.

PROPOSER: E.R. Block plumbing
(Company Name)

CONTRACT PROPOSAL

The undersigned declares that he has carefully examined the location(s) of the proposed work, that he has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth on the following proposal. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM BASE COMPENSATION SHEET):

four thousand two hundred forty dollars and no/100
(Dollar Amount in Words)

$ 4,240.00
(Dollar Amount in Figures)

Date: 3-31-2010

Proposer: E.R. Block plumbing
(Company Name)

By: [signature]
(Signature)

Title: President

State License Number and Classification: 675567 C-36

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF California

PRESIDENT Grey Ross

(Corporate Seal)

SECRETARY Stacy Ross

R.F.P. # BDEMS/10
EXHIBIT E – cont.

AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is cash, a cashier's check, or a certified check, or a Proposal Surety Bond for 424.00, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated 3-31-2010

Signature of Proposer E.R. Block Plumbing

By Grey Ross

Address of Proposer 10916 Hole AVE
Riverside CA 92505

Telephone Number of Proposer (951) 687-4012

Names and Addresses of Members of the Firm:

Grey Ross 7280 Ashley ST Colton CA 92324
STACY Ross 7280 Ashley ST Colton CA 92324

(If a Corporation)

Signature of Proposer E.R Block Plumbing

By Grey Ross

Title President

Business Address 10916 Hole AVE.
Riverside CA 92505

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF)§

(NAME) Grey Ross, affiant being first duly sworn, deposes and says:

That he or she is President (sole owner, partner or other proper title) of E.R. Block Plumbing (Contractor) the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: E.R. Block Plumbing

Bidder's Address: 10910 Hole Ave
Riverside CA. 92505

Telephone No.: 951-687-4011

Grey Ross (Signature of Bidder) President (Title)

ALL SIGNATURES MUST BE NOTARIZED

STEFANIE L. ROSS
COMM. #1741961
Notary Public-California
RIVERSIDE COUNTY
My Comm. Exp. April 26, 2011

Moreno Valley Community Services District
R.F.P. # E-7/10
Centerpointe

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement, effective as of the day signed by the Financial & Administrative Director (acting in the capacity of Chief Fiscal Officer of the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. **CONTRACTOR INFORMATION:**

Contractor's Name: Excel Landscape, Inc.
Address: 710 Rimpau Ave., Ste. 108
City: Corona, Ca Zip:92879
Business Phone: 951-735-9650 Fax: 951-735-0469
Other Contact Number: _____
Social Security Number: _____
Business License Number: 09319
Federal Tax I.D. Number: 33-0617953
Contractors' License Number & Classification: 694553/C-27

2. **CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:**

A. The Contractor's scope of service, performance specifications, and/or additional terms and conditions are described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The District's responsibility, other than payment, is described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contractor Starting Date is July 1, 2010 and the Contractor Ending Date is June 30, 2011. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-

subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal submittal documents, including but not limited to the Notice Requsting Proposals, Instruction To Proposers, Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. **STANDARD TERMS AND CONDITIONS:**

A. Control of Work. Except for compliance with specifications and performance standards provided for in Exhibit "A," Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide any training to Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the

City's, RDA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, RDA, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement.

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.

By: _____ Date: _____

(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

J. Termination.

a. Either party may terminate this Agreement upon breach of the Agreement by the other party. In the event the District terminates the Agreement, the Contractor shall perform no further services under the Agreement unless the notice of termination authorizes such further work.

b. The District may terminate this Agreement without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractors time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Agreement. No officer or employee of the District or City shall have any financial interest in this Agreement in violation of federal, state, or local law.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

R.F.P. # E-7/10

To Contractor:

Excel Landscape, Inc.
710 Rimpau Ave. Ste. 108
Corona, Ca 92879
951-735-9650
[Telephone number]
951-735-0469
[Fax number]

With a copy to:

_____
[Attorney for Contractor, if applicable]

_____
[Street Address]

_____
[Post Office Box, if applicable]

_____
[City, State, Zip Code]

_____
[Telephone number]
( )_____
[Fax number]
( )_____

To CSD:

MORENO VALLEY COMMUNITY SERVICES DISTRICT
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto
Telephone number: (951) 413-3480
Fax Number: (951) 413-3498

With a copy to:

City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: (951) 413-3036
Fax number: (951) 413-3034

<u>SIGNATURE PAGE TO FOLLOW</u>

R.F.P. # E-7/10

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____
Financial & Administrative Director, acting in the capacity of Chief Fiscal Officer of the Board of Directors of the Moreno Valley Community Services District

Date: 5-12-10

Contractor

By: _____

Title: President

Date: 4/20/10

By: _____

Title: Sec. / Treas

Date: 4/20/10

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
Deputy City Attorney

5-5-10
_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

5/10/10
_____
Date

Attachments

State of California)
County of Riverside)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On April 20, 2010 before me, Dannika Tutwiler, notary,
(here insert name and title of the officer)

personally appeared Jose Angel Alfaro and Josefina Cuevas Alfaro,

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

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

WITNESS my hand and official seal.

Signature _____

DANNIKA TUTWILER
Commission # 1878884
Notary Public - California
Riverside County
My Comm. Expires Feb 1, 2014

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Independent Contractor Agreement, RFP# E-7/10

containing 7 pages, and dated 4/20/10.

The signer(s) capacity or authority is/are as:

- [x] Individual(s)
- [ ] Attorney-in-Fact
- [ ] Corporate Officer(s) _____ Title(s)
- [ ] Guardian/Conservator
- [ ] Partner - Limited/General
- [ ] Trustee(s)
- [ ] Other: _____

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
- ○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- [ ] Additional Signer(s) [ ] Signer(s) Thumbprint(s)
- [ ] _____

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Project No. E-7/10
R.F.P. # E-7/10
EXHIBIT A

1. SCOPE OF WORK

a. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Contract Exhibit A.

b. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf and shrub areas designated hereunder; regularly maintain and prune trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

c. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

d. The Contractor shall be responsible for carefully reviewing the site(s), and verifying that all areas include the square footage noted for each location of proposed work. The Contractor shall not be relieved of his or her liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Specifications, and the actual conditions revealed during the examination of the locations of the proposed work.

2. SCHEDULING OF WORK

a. The Contractor shall adhere to the facilities, equipment and staffing schedule, and monthly and annual work schedules submitted as a part of Contractor's bid, and incorporated herein by this reference. These schedules, and any approved revisions thereto, shall be used by the District as a basis for determining Contractor's satisfactory performance.

b. Revisions to facilities, equipment, staffing, or monthly and annual work schedules shall not be implemented without the prior written approval of

the Director. The Contractor shall submit proposed revisions to equipment and staffing, or monthly and annual work schedules in writing to the District at the address as set forth in Section N. of the Agreement, at least ten (10) working days prior to commencing work per the proposed revisions.

c. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

d. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

e. The Contractor shall notify the Director in writing at least five (5) days prior to the date and time of all "Specialty" type maintenance operations, which shall include, but are not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended methods of execution, materials to be used, and the dates for commencement, and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

f. When inclement weather renders performance per approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor shall adjust his work force in order to accomplish those work items not affected by weather, and shall contact District field staff to inform them of said alternate work assignments. Failure to so advise the District may be cause for assessment of non-performance penalties, per Exhibit C, Section 4.

g. For the purposes of this Contract, "Working Days" shall be Mondays through Fridays. The hours of maintenance service shall be 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule approved the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas	December 25

If a holiday falls upon a Sunday, the following Monday shall be the date the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, contractor shall submit a proposed make-up day for the Director's approval.

3. FUNCTIONS AND RESPONSIBILITIES

a. The Director and Contractor shall conduct an inspection of all sites covered under this Agreement as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Agreement. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

b. The Contractor shall maintain on an ongoing basis a monthly log that records all work performed by Contractor. Said log shall be in a form and content acceptable to the Director (see Contract Documents, Appendix B), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

c. The Contractor shall perform at least one maintenance inspection weekly during daylight hours of all sites. Such inspection shall be both visual and operational, including but not limited to, operation of all automatic irrigation

systems to check for proper condition, and reliability. Additionally, the Director may require Contractor to attend meetings with District field staff at some fixed interval to review Contractor's operations, and schedule such future work as may be ordered by the Director. Failure to conduct said weekly inspections or attend regularly scheduled meetings, may result in the assessment of non-performance penalties per Exhibit C., Section 4.

d. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in Contractor's firm name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Section 3., paragraph e. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, two-way radio, pager, or car phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service, and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

e. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at <u>any</u> time:

1. City Manager
2. Director of Public Works
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Landscape Districts Program Manager
7. Senior Landscape Services Inspector
8. Landscape Services Inspector
9. Street Maint. Supervisor

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2., paragraphs a. and b., unless said emergency is determined to have been caused by an act or omission attributable to Contractor.

4. CONTRACTOR'S STAFF

a. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

b. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper and efficient manner at all times, and shall cause the least possible inconvenience to the public.

c. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the District.

d. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to proper shoes, other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements, and wearing of proper clothing.

Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

e. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

R.F.P. # E-7/10
EXHIBIT A – cont.

5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards, and its branch offices.

6. COMPLAINTS

a. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3., paragraph a.

b. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above.

c. In addition to the provisions of Section 6., paragraph a. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

a. The Contractor agrees to perform all work outlined in these Specifications in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all

applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

b. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2003 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between 3:30 p.m. and 6:00 p.m.

c. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

d. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) days following the occurrence.

e. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3. of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section of the General Provisions may result in contract termination, per Agreement, Section J.

R.F.P. # E-7/10
EXHIBIT A – cont.

8. USE OF CHEMICALS

a. Before the beginning of the contract period, the Contractor shall submit a list of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals approved by the State of California Department of Food and Agriculture, and shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS).

b. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.

d. Contractor shall report all fertilizers and pesticides used in performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3., paragraph b. above. This report shall include: date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of contract. By submitting a proposal, the Contractor certifies to the City that he has trained his employees and subcontractors, if any, for Urban Runoff Management, and included sufficient sums in his base compensation proposal amount to cover such costs of said training.

R.F.P. # E-7/10
EXHIBIT A – cont.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

a. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the period of work on this contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

b. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

a. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this contract, as required by California Labor Code Section 1776.

b. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

c. The District may withhold from Contractor's progress payments the penal sum of $25.00 per calendar day (or portion thereof) for each workman employed in connection with this contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

R.F.P. # E-7/10
EXHIBIT A – cont.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

a. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

b. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

a. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

b. Repairs made to sites and site appurtenances that are damaged as a result of Acts of God, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2., paragraphs a. and b.

R.F.P. # E-7/10
EXHIBIT A – cont.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

R.F.P. # E-7/10
EXHIBIT A – cont.

R.F.P. # E-7/10
TECHNICAL PROVISIONS - LANDSCAPE

1. TURF CARE

a. All turf areas shall be mowed, edged, and trimmed weekly-on no more than two (2) consecutive days-weather and site conditions permitting. Any prolonged deviation from this schedule shall require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

b. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

c. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

d. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

e. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

f. Mowing height for cool season grasses shall not exceed three inches (3")

g. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.

h. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

i. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

j. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

k. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

l. Fertilization: See Technical Provisions - Fertilization, Section 1., paragraphs a. through f.

m. Pest control: See Technical Provisions - Pesticide Use, Section 4., paragraphs a., b, and c.

n. Aeration:

1. All turf areas shall be aerated two (2) times annually;

2. Aeration shall be done in the spring and fall, or as directed by District field staff;

3. Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

4. Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

5. Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

6. Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions - Fertilization Specifications, Section 1., paragraphs a. (Table I), b., c., d., and e.

o. Renovation/thatching operations are to be considered Additional Work, per Exhibit C., Section 2., paragraphs a. and b.

2. TREE CARE

a. All trees are to be maintained in a manner that will promote normal, healthy growth.

b. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2., paragraphs a., and b.

c. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

d. Any tree shall be pruned at any time in order to:

1. Remove dead, diseased, or damaged branches;

2. Remove unwanted encroachments into public and/or utility rights-of-way;

3. Correct any condition which the Director has deemed to be hazardous.

e. Trees up to eighteen feet (18') in height shall:

1. Be pruned to enable successful adaptation to their particular site situation;

2. Have no more than one-third (1/3) of living branches removed annually;

3. Be fertilized only as directed by District field staff.

f. Trees over eighteen feet (18') in height shall:

1. Be inspected annually;

2. Pruned and/or trimmed as necessary to maintain proper site orientation;

3. Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

4. Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

g. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order;

2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

h. The following practices shall not be allowed:

1. Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

3. Use of pruning paint/pruning compound/wound dressing;

4. Use of climbing spurs or gaffs.

i. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

j. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodgepole-type stakes is the minimum District standard.

k. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

l. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a. through d., below.

3. SHRUB CARE

a. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

b. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

c. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

d. Any shrub shall be pruned and/or trimmed at any time in order to:

1. Remove dead, diseased, or damaged branches;

2. Remove unwanted encroachments into public and/or utility rights-of-way;

3. Correct any condition which the Director has deemed to be hazardous.

e. Shrubs shall be pruned:

1. To enable successful adaptation to their particular site situation;

2. Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

3. As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

f. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order;

2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

g. The following practices shall <u>not</u> be allowed:

1. Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") <u>will be done only when authorized by the Director on a site-specific basis</u>.

2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

3. Use of pruning paint/pruning compound/wound dressing.

h. Fertilization: See <u>Technical Provisions - Fertilization</u>, Section 2., paragraphs a. through e., below.

i. Pest control: See <u>Technical Provisions – Pesticide Use</u>, Section 3., paragraphs a., b., c., and d.

4. <u>GROUND COVER CARE</u>

a. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

b. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

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EXHIBIT A – cont.

c. Ground covers shall be pruned/trimmed at any time in order to:

1. Remove dead, diseased, or damaged branches/crowns;

2. Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

3. Correct any condition which the Director has deemed to be hazardous.

d. Ground covers shall be pruned/trimmed/renovated:

1. To enable successful adaptation to their particular site situation;

2. In accordance with accepted practices for the particular species in question;

3. As often as is necessary to accomplish the results intended in paragraphs 1. and 2. above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

e. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order;

2. Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

f. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

g. Fertilization: See Technical Provisions - Fertilization, Section 2., Paragraphs a. through e.

h. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a., b., c., and d.

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EXHIBIT A – cont.

5. WEED CONTROL

a. All weeds shall be continuously controlled at all sites.

b. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

c. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; non-landscaped portions of sites, as determined by the Director.

d. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

e. Chemical weed control: See Technical Provisions – Pesticide Use, Section 3., paragraph a.

f. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

6. IRRIGATION

a. All landscape sites shall at all times receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

b. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3.-Functions and Responsibilities, paragraph c., above. Said maintenance shall include, but not limited to: visual and operational inspections one (1) time per week; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

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EXHIBIT A – cont.

c. For the purposes of these Special Provisions, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties up to the amount of 11 percent of the Contractor's monthly base price as set forth in Exhibit C., Section 1., paragraph b. Repairs due to vandalism, theft, and acts or omissions by third parties in excess of the above indicated amount may be billed as Additional Work, per Exhibit C., Section 2., paragraph a.

d. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

e. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

f. Automatic irrigation systems shall:

1. Be inspected for, and repaired as necessary to ensure, proper operation, and coverage not less than one (1) time per week;

2. Be turned off during periods of rainfall, or as directed by District field staff;

3. Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

g. Manually operated irrigation systems shall:

1. Be operated only when Contractor's personnel are present on site;

2. Be inspected for, and repaired as necessary to ensure proper operation, and coverage not less than at each time of operation;

3. Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

h. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

i. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

7. DEBRIS/LITTER

a. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

b. Contractor shall make a minimum of one (1) visitation per week of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walks the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of this condition.

c. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

d. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2., paragraphs a. and b.

e. The Contractor shall dispose of all debris and litter as described in paragraphs a. and b. above off-site, and in a legal manner.

f. The Contractor shall notify the Director **immediately** whenever suspected hazardous waste materials are discovered on service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

g. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

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EXHIBIT A – cont.

8. GREENWASTE RECYCLING

a. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

b. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in performance of contract's Scope of Work.

c. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

d. The Contractor shall submit a Monthly Greenwaste Report (see Contract Documents-Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities, paragraph a., above. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

e. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

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EXHIBIT A – cont.

R.F.P. # E-7/10

TECHNICAL PROVISIONS - FERTILIZATION

1. TURF FERTILIZATION

a. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps.	Type of Fertilizer	Rates per 1000 sq. ft. Lbs.of Actual N	Rates per 1000 sq. ft. Amt.of Fertilizer
JAN	-	-	-	-
FEB	-	-	-	-
MAR	-	-	-	-
APR	Aeration†	Humus Base‡	0.5	Per product analysis
MAY	-	-	-	-
JUNE	-	-	-	-
JULY	-	-	-	-
AUG	-	-	-	-
SEPT	-	-	-	-
OCT	Aeration†	Humus Base‡	0.5	Per product analysis
NOV	-	-	-	-
DEC	-	-	-	-

These fertilizers to contain micronutrients including iron. See following section on fertilizers

† See General Provisions, Section 4., paragraph K., and Landscape Maintenance Specifications, Section 1., paragraph n., items 1. through 6.

‡ See Fertilization Specifications, Section 1., paragraphs c. and d. below.

R.F.P. # E-7/10
EXHIBIT A – cont.

b. Per Technical Provisions – Landscape Section 1.n.6., a humus base fertilizer shall be applied to turf areas immediately following spring and fall aeration operations. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Humus base fertilizers to be applied by drop spreader only.

d. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

e. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

f. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals, paragraph a. above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b. above.

g. Written notification is required to Director five (5) days prior to fertilizer application.

2. SHRUB & GROUND COVER FERTILIZATION

a. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Apps.	Type of Fertilizer	Rates per 1000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
APR	1	23-5-10*	1.5	6.5 lbs
SEPT	1	23-5-10*	1.5	6.5 lbs

* 23-5-10/BEST® POLY SUPREME or approved equal

b. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

c. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said contract, per Section 8. – Use of Chemicals, paragraph a., above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b., above.

d. Written notification is required to Director five (5) days prior to fertilizer application.

e. For fertilizer application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

3. TREE FERTILIZATION

a. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

a. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

1. Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

2. Absolutely no injecting or drilling into tree trunk will be allowed.

3. Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

4. Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

c. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said contract, per Section 8. – Use of Chemicals, paragraph a., above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b., above.

d. Written notification is required to Director five (5) days prior to fertilizer application.

e. For fertilizer application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

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EXHIBIT A – cont.

R.F.P. # E-7/10
TECHNICAL PROVISIONS – PESTICIDE USE

1. GENERAL

a. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.

b. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Agreement.

c. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

d. Before the beginning of contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used in the fulfillment of said contract, per Section 8., paragraph a., above. A valid written pesticide use recommendation for each pesticide so listed shall be submitted concurrently with this list. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, paragraph b., above, any changes, additions, deletions or substitutions to the recommended pesticides so listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

e. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

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EXHIBIT A – cont.

2. REPORTING SPECIFICATIONS

a. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall containaccurate and valid information. The Director may require that copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

b. For pesticide application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

b. A five (5) working day written notice shall be given to the Director prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

a. Weed Control

1. All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice annually, as determined by the Director.

2. Appropriate chemical control must be used on the following weeds. This list is inclusive; other species may be added by the Director as necessary.

Bermuda Grass
Kikuyu Grass
Nutsedge
Field Bindweed
Spurge

3. Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

R.F.P. # E-7/10
EXHIBIT A – cont.

b. Snail Control

1. Snails shall be controlled on a regular basis on the following plant species:

   Agapanthus africanus;
   Aptenia sp.;
   Gazania sp.;
   Hemerocallis sp.

2. Snails shall be controlled on an as needed basis on all other plant material.

3. Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Insect and Disease Control

1. The Director may require that tree species which are being subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

2. The Director may require that all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

3. The Director may require that all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

4. The Director may require that all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

5. All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

d. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notice from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

4. TURF - PESTICIDE USAGE CRITERIA

a. Weed Control

1. When Director determines that turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications.

2. All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use.

3. Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 2., paragraph a.

b. Insect and Disease Control

1. All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed.

2. All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director.

c. Vertebrate Pest Control

1. All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of notice from the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4., paragraph a.

PROJECT LOCATION MAPS ON FOLLOWING PAGE

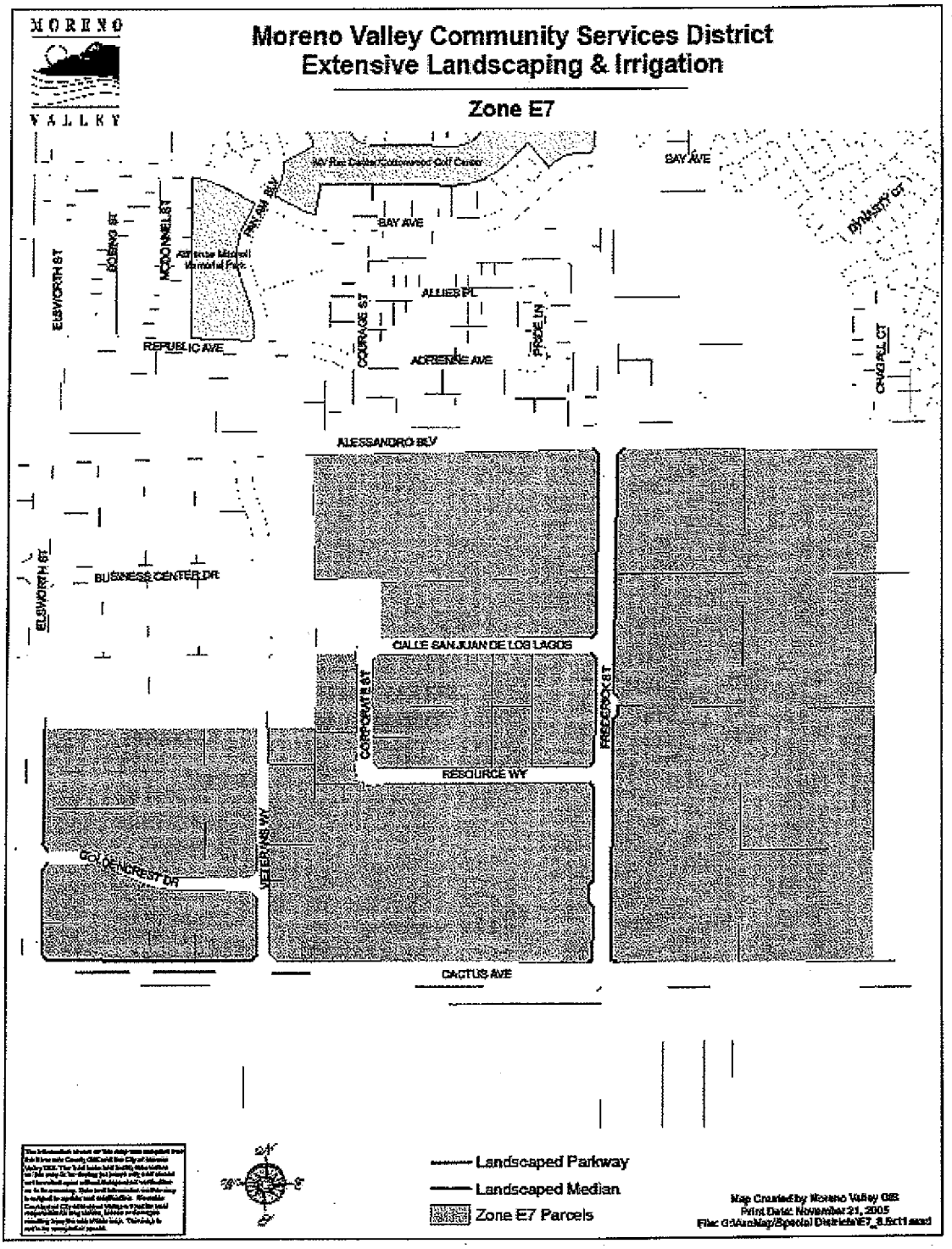
MORENO VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E7
SAY AVE
ELSWORTH ST
MOSENO ST
MCDONNELL ST
REPUBLIC AVE
ALLIES PL
COURAGE ST
ADRIENNE AVE
PRIDE LN
DYNASTY CT
CHIGFIELD CT
ALESSANDRO BLV
BUSINESS CENTER DR
CALLE SAN JUAN DE LOS LAGOS
CORPORATE ST
FREEDOM ST
RESOURCE WY
VETERANS WY
GOLDENCREST DR
CACTUS AVE
Landscaped Parkway
Landscaped Median
Zone E7 Parcels

R.F.P. # E-7/10

EXHIBIT B
District Responsibilities

1. CONTRACT SUPERVISION

a. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his delegated representative(s), hereinafter designated as "Director."

b. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity, and communications), and to maintain their appurtenances (i.e., water and electrical meters, backflow devices). The District will pay the costs of water, electricity, and communications used in the sites covered by this Contract. The Contractor shall report to the Director any interruption of these services for whatever reason immediately upon Contractor's observation of same.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

a. The District shall maintain in full force and effect throughout the entire term of the contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this contract.

b. Director must give consent in writing prior to application of any Category I pesticide.

Project No. E-7/10
R.F.P. # E-7/10
EXHIBIT C

Payment Terms

1. CONTRACTOR'S COMPENSATION

a. The Contractor will be paid monthly per site for work performed satisfactorily under this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports of: 1) maintenance performed, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month. These reports shall be accompanied by a billing in accordance with the Contract price for the work performed, and shall become the basis for payment. No payment(s) shall be made until aforesaid reports have been submitted, and approved.

b. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of TWO THOUSAND SEVEN HUNDRED SEVENTY-SEVEN dollars and 17/100 ($2,777.17) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed THIRTY THREE THOUSAND THREE HUNDRED TWENTY-SIX dollars and 04/100 ($33,326.04), except as provided for in Section 2., paragraph c. below.

c. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

a. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain work in addition to that set forth herein as Contractor's Scope of Work. Said Additional Work shall include: Section 2., paragraph c. below ("Additional Landscape Areas"), and; Exhibit A work tasks described as Additional Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Additional Work Price List, Sections A., B., or C., or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined

by the Director. Except as set forth in Section 2., paragraph b. below, the Contractor shall not perform any such Additional Work without first obtaining express authorization from the District.

b. Notwithstanding the above requirement for prior authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the District for approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

c. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made of a new installation, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in the Exhibit E, Additional Work Price List, Section B., shall be prorated from the day the Contractor commences work on the additional areas.

d. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge <u>only</u> for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Additional Work Price List, Section A. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and 2) vandalism, theft, and acts or omissions by third parties up to the amount of 11 percent of Contractor's monthly base price as set forth in subsection 1.b. above.

e. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs a., b., and c. above in excess of the cumulative total of $4,000.00 for each contract year during the term of this Contract.

3. <u>PAYMENT DEDUCTIONS</u>

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

a. Work required in the General or Special Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is

incomplete;

b. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delay occasioned by the failure of the District, or of the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to Contractor from District, will be presented to the Contractor by the Director prior to actual deduction to allow for explanations.

Project No. E-7/10
R.F.P. # E-7/10
EXHIBIT D

Term of Contract

1. TERM OF CONTRACT

a. Following approval by both parties, the Contract will commence on July 1, 2010 and shall terminate twelve (12) months thereafter.

b. At the expiration of its term, the Contract may be extended for up to four additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph b.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Agreement, or any extension thereof.

c. In considering the option to extend the Contract, as set forth in paragraph b. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on verifiable increases in cost to the Contractor to provide services required under Contractor's Scope of Work, or the current regional Consumer Price Index as published by the Bureau of Labor Statistics, whichever basis is agreed to by both parties.

d. At the expiration of its term, the Contract may, with the concurrence of both parties, be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph d.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Agreement, or any extensions thereof.

e. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Community Services District. In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the Community Services District does not grant necessary funding appropriations and/or program approval, then the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

Project No. E-7/10
R.F.P. # E-7/10

EXHIBIT E

PROPOSAL SUBMITTAL DOCUMENTS

Project No. E-7/10
R.F.P. #E-7/10
EXHIBIT E

SCHEDULE 1

COMPANY INFORMATION

Excel Landscape Introduction:

Excel Landscape has been a full service landscape company for over 30 years and possesses a C-27 Contractors License. We are a medium sized firm, specializing in municipal maintenance. We handle a large variety of projects ranging from parkways, medians, slopes, to sports facilities. Our employees are well trained in the safety aspects of high visibility and high traffic areas. A firm large enough to insure stability yet one in which the owner is still involved in the day-to-day operations. A company committed to providing a good value to its customers, which favors long relationships over quick profits.

In-house staff perform most operations. We have a licensed pest control advisor; we are licensed pest control operators, with certified water auditors and six certified in recycled water. We are experienced in all phases of landscape from basic installations to complex Central Irrigation Systems. We have installed and monitored Maxicom, Calsense, and Motorola Osmac Control Systems with several local municipalities. We have recently assisted in the development of a new Et based controller now on the market.

Excel Landscape considers safety a number one priority and holds weekly safety meetings. We meet all existing state and federal labor laws, and comply with OSHA requirements.

We take pride in our loyal staff and strive to provide a work environment that encourages long-term employment. We realize that a service organization is only as good as its people and we try to provide opportunities for the improvement and advancement of our employees. This is reflected by the low turn over of our staff in an industry where just the opposite is the norm. This is an advantage to our customers on projects that have permanent crews, as they become familiar with specific project requirements.

At **Excel Landscape** we have installed various systems to identify the requirements for any given project, and then insure that they are carried out as required. At Excel Landscape we are committed to this process.

This project would be assigned permanent crews which allow personnel to become familiar with the work and thus, more efficient. Inspections are carried out on a weekly basis by the Foreman and monthly by the project manager. This insures compliance by our crews to the work standards. Job walks will be scheduled with a City representative at your convenience to discuss work progress and upcoming tasks.

Office staff is available Monday through Friday from 7:00 a.m. to 5:00 p.m. The same phone is answered 24 hours a day to handle emergency situations. Office staff maintains

two-way radio contact with all Foreman, irrigators and crew leaders to provide quick and efficient communications.

Finally, we believe that the best assurance for quality control is the commitment of the management. We at **Excel Landscape** take pride in our work and track record. We believe this is best represented by references from our customers.

1. **EXCEL LANDSCAPE**
   - A CALIFORNA CORPORATION

2. **MAIN OFFICE:** 710 RIMPAU AVE. STE. 108
   CORONA, CA 92879

   SATELLITE OFFICE: 4181 ALAMO ST.
   RIVERSIDE, CA 92501

3. **LICENSE:**
   - C 27 694553
   - SINCE 1994
   - EXPIRES 08/31/2010
   - STATUS – ACTIVE
   - NO PRIOR ACTIONS

4. **FEDERAL IDENTIFICATION:** 33-0617953

5. **COMPANY OFFICERS:**
   - JOSE ALFARO, PRESIDENT
   - JOSIE ALFARO, SEC/TRES

6. 34 YEARS OF LANDSCAPE MAINTENANCE SERVICE

7. 34 YEARS OF LANDSCAPE MAINTENANCE SERVICE FOR PUBLIC AGENCIES

8. **CURRENT LANDSCAPE MAINTENANCE OPERATIONS:**
   - 66 LANDSCAPE MAINTENANCE CONTRACTS
   - 43% WITH PUBLIC AGENCIES
   - $9,566,221.00 ANNUAL SALES IN MAINTENANCE CONTRACTS
   - 91% OF SALES WITH PUBLIC AGENCIES

PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

FACILITIES:

RIVERSIDE SERVICE YARD
4181 ALAMO
RIVERSIDE, CA 92503

EQUIPMENT:

CREW TRUCK & TRAILER (S)
36" WALKBEHIND MOWER (S)
21" WALKBEHIND MOWER (S)
EDGER (S)
(2) WEEDEATERS (S)
(2) HEDGETRIMMERS (S)
(2) BLOWERS (S)
SET MISC.HAND TOOLS (S)
BACKPACK SPRAYER (S)
CHEMICAL SAFETY BOX (S)
TRAFFIC SAFETY EQUIPMENT (S)

FOREMAN/IRRIGATION TRUCK (S)
FULLY STOCKED SERVICE BODY (S)
ELECTRONIC TROUBLESHOOTING EQUIPMENT (S)
REMOTE CONTROLL (S)
BELLY GRINDER FERTILIZER SPREADER (S)

STAFF:

GENERAL LANDSCAPE MAINTENANCE
PROJECT MANAGER (S)
- 7 YEARS EXPERIENCE
- WATER AUDUTIR
- CERTIFIED APPLICATOR

SUPERVISOR (S)
- 21 YEARS EXPERIENCE

MAINTENANCE CREW LEADMAN (S)
- 11 YEARS EXPERIENCE

MAINTENANCE CREW LABOR (S)
TREE TRIMMING (S)
- CERTIFIED ARBORIST

IRRIGATION MAINTENANCE (S)
- 8 YEARS EXPERIENCE

PESTICIDE APPLICATIONS (S)
- CERTIFIED PESTICIDE ADVISOR
- CERTIFIED PESTICIDE APPLICATOR

- MAINTENANCE EMPLOYEES
  - 6 SUPERVISORS AVERAGE WAGE OF $4096.00 PER MONTH
  - 15 TECHNICIANS AVERAGE WAGE OF $3029.00 PER MONTH
  - 9 FOREMEN AVERAGE WAGE OF $3520.00 PER MONTH
  - 177 LABORES AVERAGE WAGE OF $10.56 PER HOUR
- MAINTENANCE VEHICLES AND EQUUIPMENT
  - 15 SUPERVISOR/FOREMEN TRUCKS
  - 15 TECHNICIAN/IRRIGATION TRUCKS
  - 82 CREW TRUCKS
  - 55 CREW TRAILERS
  - 56 RIDING MOWERS
  - 37 WALK BEHIND MOWERS
  - 195 BACK PACK BLOWERS
  - 53 CHAIN SAWS
  - 37 EDGERS
  - 257 HEDGE TRIMMERS
  - 70 21" MOWERS
  - 12 POWER RAKES
  - 39 REMOT CONTROLS
  - 11 POWER SPRAYERS
  - 3 VACUUMS
  - 294 WEED EATERS

9. REFERENCES

CITY OF MURRIETA
40600 CAL OAKS RD.
MURRIETA, CA. 92562

Mr. Bob Kast (951) 600-5836

LANDSCAPE MAINTENANCE SERVICES

$1,600,000.00 PER YEAR, 600 ACRES

09/01/94 - PRESENT

CITY OF TEMECULA
P.O. BOX 9533
Temecula, CA 92590

Mr. Kevin Harrington (951) 694-6480

GENERAL LANDSCAPE MAINTENANCE SERVICES

$1,325,000.00 PER YEAR, 180 ACRES

7/1/93 – PRESENT

CITY OF CHINO HILLS
14575 Pipeline Ave.
Chino CA, 91709

Mr. Sean O'Conner (909) 364-2802

GENERAL LANDSCAPE MAINTENANCE SERVICES

$876,756.00 PER YEAR, 200 ACRES

7/1/90 – PRESENT

R.F.P. #E-7/10
EXHIBIT E – cont.

PROPOSED PROJECT WORK SCHEDULES
E-7 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 (4) Man crew March-September (3) Man crew October-February (1) Man irrigation tech (4)hours				
PICK UP LITTER MOW & EDGE TURF TRIM SHRUBS LIFT TREES TRIM G.C. PULL WEEDS BLOW OFF CHECH IRRIG APPLY CHEMICALS FILE NOI COMPLETE USE REPORTS JOB INSPECTIONS				
WEEK #2				
SAME AS ABOVE				
WEEK #3				
SAME AS ABOVE				
WEEK #4				
SAME AS ABOVE COMPLETE GREEN WASTE REPORT COMPLETE MONTHLY SCHEDULES				

R.F.P. #E-7/10
EXHIBIT E – cont.

PROPOSED PROJECT WORK SCHEDULES
E-7 ANNUAL SCHEDULE SHEET

SEPTEMBER	OCTOBER	NOVEMBER
APPLY 23-5-10 TO G.C. APPLY PRE-EMERGENT TO G.C. INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	AERATE TURF AND APPLY HUMUS FERTILIZER INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	TRIM TREES INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR
DECEMBER	**JANUARY**	**FEBRUARY**
ANNUAL INSPECTION ANNUAL INSPECTION OF TREES INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR
MARCH	**APRIL**	**MAY**
APPLY PRE-EMERGENT TO G.C. INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR INSPECT/APPLY SNAIL BAIT	AERATE TURF AND APPLY HUMUS FERTILIZER APPLY 23-5-10 TO G.C. APPLY WEED CONTROL TO TURF INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR NPDES TRAINING	INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR FERTILIZE TREES
JUNE	**JULY**	**AUGUST**
INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR

R.F.P. #E-7/10
EXHIBIT E – cont.

PROPOSED ANNUAL MATERIAL SCHEDULE

-List fertilizers to be furnished to execute work tasks specified in the Terms & Conditions, General Provisions, and Special Provisions. Specify type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost For each type (include applicable sales tax, overhead, and markup). Use additional sheets as necessary to provide a full and Comprehensive response.

	ESTIMATED AMOUNT		ESTIMATED COST
FERTILIZER:			
TURF:			
GROW GANIC	52 Bags	$	1163.50
SHRUBS:			
23-5-10	30 bags	$	1007.25
PESTICIDES:			
SHRUBS:			
PRE-EMERGENT	6 bags	$	693.75
SNAIL BAIT	2 bags	$	275.30
MANAGE	TRACE	$	32.50
ROUND UP	4 gallons	$	240.00
FUSILADE	2 quarts	$	170.32
GOPHER BAIT	TRACE	$	23.75
ATRIMEC	2 gallon	$	710.46
GRAND TOTAL:		$	4,316.83

R.F.P. # E-7/10
EXHIBIT E – cont.

COMMUNICATION, TRAFFIC SAFETY & GREENWASTE

COMMUNICATION:

Excel Landscape has a 24-hour answering service with a toll free number. All Project Managers, supervisors, foreman, Irrigation technicians and crew leaders carry Nextel radios / cell phones. All of these individuals can be reached directly during business hours. An after hours on call person can be reached via the answering service, to respond with in 2 hours.

TRAFFIC SAFETY:

All personnel ware orange shirts. They are trained weekly on all phases of safety. Each employee is issued a safety vest to be worn if orange shirts are covered. Each truck carries advanced warning signs and cones that are used each time the truck stops to work. Excel Landscape trains to and follows the "Manual of Uniform Traffic Control Devices, 2003".

GREENWASTE:

Each truck goes to a green waste facility at the end of the day. The truck is weighed and charged by truck. That amount is charged to a specific job. A monthly report is generated by job and submitted with the invoice. There is no additional cost to the city. The facility is Agua Mansa MRF at 1830 Agua Mansa Rd. in Riverside CA 92509.

No Subcontractors will be used on this job.

R.F.P. # E-1/09
EXHIBIT E – cont.

CERTIFICATION OF NON-DISCRIMINATION Error! Reference source not found

Pursuant to California Labor Code Section 1735, as added by chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of the race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read and understand the foregoing:

SIGNATURE _____

Jose Alfaro, President

Excel Landscape Inc.
12/10/09

R.F.P. # E-7/10
EXHIBIT E – cont.

PROPOSAL AFFIRMANTION

With regard to the information provided hereinabove (Proposal Schedule A), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any contract between the Moreno Valley Community Services District and **Excel Landscape Inc.,** and as a further result, the aforesaid firm may be bared from participation in future District contracts as well as be subject to possible criminal prosecution, and;
- I have legal authority to bind **Excel Landscape Inc.,** to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE SIGNED

SIGNATURES

Jose Alfaro

Jose Alfaro, President

Josie Alfaro

Josie Alfaro, Secretary/Treasurer

Excel Landscape Inc.
12/10/09

R.F.P. # E-7/10
EXHIBIT E – cont.

SCHEDULE II

BID SCHEDULE

Excel Landscape Inc.

SITE	COST PER MONTH	TOTAL COST FOR 12 MONTHS
Designated E-7 Parkways & Medians	**$2,777.17**	**$33,326.04**
TOTALS	**$2,777.17**	**$33,326.04**

Total Proposal Amount in figures:

$33,326.04

Total Proposal Amount in words:

Thirty Three Thousand Three Hundred Twenty Six and 04/100

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway irrigation and landscaping as set forth in Exhibit A of this contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the independent Contractor Agreement and its attached exhibits.

Addendum No(s)_____has/have been received and is/are made a part of this proposal.

Jose Alfaro

Jose Alfaro, President

12/10/09

R.F.P # E-7/10
EXHIBIT E - cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

A.

Prices for Emergency Work, Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibit A., Section 3., paragraph e., and; Exhibit C., Section 2., paragraphs a. through d..

UNIT PRICES

1	Pop-up sprinkler in place:	4"	@	$	16.00 ea.
		6"	@	$	19.00 ea.
		12"	@	$	28.00 ea.
2	Pop-up gear drive sprinkler in place:	4"	@	$	28.00 ea.
		12"	@	$	38.00 ea.
3	Fixed shrub sprinkler in place:		@	$	14.00 ea.
4	Fixed shrub gear drive sprinkler in place:		@	$	26.00 ea.
5	1 gal. shrub/vine/ground cover in place:		@	$	10.00 ea.
6	5 gal. shrub/vine/ground cover in place:		@	$	19.00 ea.
7	5 gal tree in place (stakes included)		@	$	55.00 ea.
8	15 gal tree in place (stakes included)		@	$	95.00 ea.
9	24" box tree in place (stakes included)		@	$	210.00 ea.
10	36" box tree in place (guy wires included)		@	$	400.00 ea.
11	Flat of ground cover in place		@	$	19.00 ea.
12	Planter bed mulch in place		@	$	45.00 yd
13	Turf renovation (include de-thatch, overseed,		@	$	95.00 1/K
14	Additional turf Aeration		@	$	50.00 1/K
15	Additional labor		@	$	25.00 hr.
16	Additional Supervision		@	$	30.00 hr.
17	Additional Irrigation Technician		@	$	45.00 hr.
		Total			$1,267.00

EXCEL LANDSCAPE INC.

R.F.P. # E-7/10
EXHIBIT E – cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ANRE HEREBY MADE A PART OF THIS AGREEMENT

COST SECTION A: (ADD ITEMS 1 THROUGH 15: FROM PREVIOUS PAGE) **$1,267.00**

ROUTINE IRRIGATION REPAIR PRICES

A. 18. Irrigation repair parts for routine repairs @ cost plus 20%

COMPUTE TOTAL COST, SECTION A:

STEP 1: MULTIPLY "COST SECTION A" BY THE "COST PLUS" PERCENTAGE ENTERED FOR ITEM A. 18.

STEP 2: ADD THE COMPUTATION RESULT TO "COST SECTION A" AND ENTER BELOW

TOTAL COST SECTION A: $1,520.40

B. Unit prices for Additional Work (additional landscape areas) per Section 3., paragraph f.

1. Additional parkway areas, planters (trees to 18-feet height, shrubs, ground cover included, as applicable). **$ .029**/sq. ft./mo

2. Additional parkway areas, turf (trees to 18-feet height, shrubs, ground cover included, as applicable). **$ .029**/sq. ft./mo.

TOTAL COST SECTION B:

ITEMS 1 & 2 ABOVE = **$.058**

C. Any other Additional Work shall be quoted per Section 3., paragraph d. of the Terms & Conditions. TOTAL ADDITIONAL WORK PRICE COST:

SUM OF TOTAL COSTS FOR SECTION A & B: = **$1,520.45**

EXCEL LANDSCAPE INC.

R.F.P. #E-7/10
EXHIBIT E – cont.

CONTRACT PROPOSAL

The undersigned declares that he has carefully examined the location(s) of the proposed work, that he has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the City for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth on the following proposal. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM BASE COMPENSATION SHEET):

Thirty Three Thousand Tree Hundred Twenty Six and 04/100

$33,326.04

TOTAL ADDITIONAL WORK PRICE COST (FROM ADDATIONAL WORK PRICE LIST):

One Thousand Five Hundred Twenty and 45/100

$1,520.45

TOTAL COMBINED BASE COMPENSATION AMOUNT AND ADDITIONAL WORK PRICE COST:

Thirty Four Thousand Eight Hundred Forty Six and 49 /100

$34,846.49

December 10, 2009

EXCEL LANDSCAPE INC.

Jose Alfaro

Jose Alfaro, President

C27 694553

INCORPORATED UNDER LAWS OF THE STATE OF CALIFORNIA

Jose Alfaro

PRESIDENT

(Corporate Seal)

Josie C Alfaro

SECRETARY

R.F.P. # E-7/10
EXHIBIT E – cont.

AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is a Proposal Surety Bond for 10% of the amount bid, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check of Proposal Surety Bond is to be returned to the undersigned.

12/10/09

Signature of Proposer _____

Jose Alfaro, President
710 Rimpau Ave. Ste. 108
Corona, CA 92879

951-735-9650

Names and Addresses of Members of the Firm:

Jose Alfaro, President
Josie Alfaro, Secretary/Treasurer

Signature of Proposer _____

Jose Alfaro, President
710 Rimpau Ave. Ste. 108
Corona, CA 92879

R.F.P. # E-7/10
EXHIBIT E – cont.

Affirmation of Proposal Guarantee (cont.)

Incorporated under Laws of the State of California

State License Number and Classification C-27 694553

PRESIDENT Jose Alfaro

SEC/TRES Josie Alfaro

(Corporate Seal)

R.F.P. # E-7/10
EXHIBIT E – cont.

PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Excel Landscape, Inc.

_____, as

principals, and First National Insurance Company of America, a duly

authorized corporate surety: Business Address

3323 City Blvd. West, Ste. 300, Orange, CA 92868,

Phone (800) 763-9268, are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of Ten Percent of the Amount Bid Dollars, ($ ---10% Amount Bid), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly,and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about to hand in and submit to the Board of Directors of the Moreno Valley Community Services District, a proposal for **PROJECT NO. E-7/10 – CENTERPOINTE, MAINTENANCE OF PARKWAY & MEDIAN LANDSCAPING AND IRRIGATION**, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said Board of Directors, and if the said principal shall fail or neglect to enter into a Contract therefor within the required time, then in that case the undersigned obligers will pay to the Moreno Valley Community Services District the full sum of Ten Percent of the Amount Bid Dollars, ($ ---10% Amount Bid), as liquidated damages for such failure and neglect.

WITNESS our hands this 4th day of December, 2009

(SIGNATURE PAGE FOLLOWS)

R.F.P. # E-7/10
EXHIBIT E – cont.

Proposal Surety Bond (cont.)

PRINCIPAL	CORPORATE SURETY
Name: Excel Landscape, Inc.	Name: First National Insurance Company of America
Address: 710 Rimpau Ave., Ste. 108	Address: 333 City Blvd. West, Ste 300
Corona, CA 92879	Orange, CA 92868
Tel. No.: (951) 735-9650	Tel. No.: (800) 763-9268
By:	By: Attorney-in-Fact Shannon Lopez

NOTE: **This bond must be executed by both parties, and in the case of a corporation, with the corporate seal affixed. All signatures must be acknowledged (attach Acknowledgments). The attorney-in-fact for the bonding company must be registered in at least one county in the State of California.**

RISK MANAGEMENT
Approved

By Date 5-11-10

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Riverside

On Dec. 10, 2009 (Date) before me, Glenn A Brady Notary Public (Here Insert Name and Title of the Officer)

personally appeared Jose Alfaro (Name(s) of Signer(s))

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

GLENN A. BRADY
Commission # 1697219
Notary Public - California
Riverside County
My Comm. Expires Oct 2, 2010

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

WITNESS my hand and official seal.

Signature Glenn A. Brady (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Proposal Surety Bond

Document Date: 12/10/09 Number of Pages: 4

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jose Angel Alfaro
☑ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:
☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On December 4, 2009 before me Raquel L. Soto, Notary Public, personally appeared

Shannon Lopez

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

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

WITNESS ~~my hand~~ and official seal.

Signature Raquel L. Soto (Seal)

RAQUEL L. SOTO
COMM. #1775672
NOTARY PUBLIC-CALIFORNIA
SAN BERNARDINO, COUNTY
My Comm. Exp. NOV 21, 2011

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ ~~INDIVIDUAL~~
- ☐ ~~CORPORATE OFFICER~~

Title(s)

- ☐ ~~PARTNERS~~ ☐ ~~LIMITED~~ ☐ ~~GENERAL~~
- ☒ ATTORNEY-IN-FACT
- ☐ ~~TRUSTEE(S)~~
- ☐ ~~GUARDIAN/CONSERVATOR~~
- ☐ ~~OTHER:~~

DESCRIPTION OF ATTACHED DOCUMENT

Bid Bond
Title or Type of Document

2
Number of Pages

December 4, 2009
Date of Document

SIGNER IS REPRESENTING:
First National Insurance Company of America

Excel Landscape, Inc.
Signer(s) other than Named Above

Liberty Mutual.

POWER OF ATTORNEY

First National Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

KNOW ALL BY THESE PRESENTS: No. 10918

That **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, a Washington corporation, does hereby appoint

*********MARTIN M. DAVIS; PETER M. DAVIS; GEORGE A. DECRISTO; GALE DELO; SHANNON LOPEZ; KENZIE K. THOMPSON; Redlands, California**********

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, FIRST NATIONAL INSURANCE COMPANY OF AMERICA has executed and attested these presents

this 21st day of March, 2009.

Dexter R. Legg — T A Mikolajewski

Dexter R. Legg, Secretary — **Timothy A. Mikolajewski, Vice President**

CERTIFICATE

Extract from the By-Laws of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of
FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

(i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 4th day of December, 2009.

FIRST NATIONAL INSURANCE COMPANY OF AMERICA — CORPORATE SEAL 1928 — STATE OF WASHINGTON

Dexter R. Legg

Dexter R. Legg, Secretary

S-1049/DF 3/09

WEB PDF

MV00204227

R.F.P. #E-7/10
EXHIBIT E – cont.

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)§

Jose Alfaro, affiant being first duly sworn, deposes and says:

That he is President of **EXCEL LANDSCAPE INC.** the party making the foregoing bid, that the bid is not make in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, of corporation; that the bid is genuine and not collusive of sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and gas not directly or indirectly colluded, conspired, connived, or agreed with any bidder of anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly of indirectly, sought by agreement, communication, of conference with anyone to fix the bid price of the bidder of any other bidder, or to fix any overhead, profit, of cost element of the bid price, or of that of any other bidde4r, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly of indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Jose Alfaro
710 Rimpau Ave, Ste. 108
Corona, CA 92879

951-735-9650

SIGNATURE Jose Alfaro

Jose Alfaro, President

ALL SIGNATURES MUST BE NOTARIZED

(See Attached Acknowledgement)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Riverside

On Dec. 10, 2009 (Date) before me, Glenn A. Brady Notary Public (Here Insert Name and Title of the Officer),

personally appeared Jose Alfaro (Name(s) of Signer(s))

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

GLENN A. BRADY
Commission # 1697219
Notary Public - California
Riverside County
My Comm. Expires Oct 2, 2010

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

WITNESS my hand and official seal.

Signature Glenn A. Brady (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Non-collusion affidavit

Document Date: 12-10-2009 Number of Pages: 1

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jose Alfaro
☑ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:
☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: THIRD EXTENSION OF THE AGREEMENT - PROJECT NO. E-7/10 MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

RECOMMENDED ACTION

Recommendations:

1. Approve the Third Extension of the Agreement ("Third Extension Agreement") for Maintenance of Parkway and Median Landscaping and Irrigation Project No. E-7/10, with Excel Landscape, Inc., 710 Rimpau Avenue, Suite 108, Corona, CA 92879 for E-7 (Centerpointe) landscaped area.

2. Authorize the City Manager to execute the Third Extension Agreement for E-7/10 with Excel Landscape, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Excel Landscape, Inc. in the not-to-exceed (NTE) amount of $39,296.04 ($33,326.04 for base services and $5,970.00 for additional work services).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include:

Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services.

Zone E (extensive landscape maintenance), provides landscape maintenance services at full (standard) or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), E-15 (Celebration), and E-16 (Shadow Mountain).

Zone M (Commercial, Industrial, and/or Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide, and

Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors that perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement (Agreement). In accordance with the terms of the Agreement, annual extensions of the Agreement (Extension Agreement) may be entered into up to no more than 4 extensions of the original Agreement, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the CSD (District) and Contractor, at the base rate as provided in the Agreement, plus an additional amount for extra or unanticipated work (additional work amount) that may be performed during the term of the Agreement plus any applicable Extension Agreement.

The Agreement or Extension Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. “Base services” include: mowing, edging and trimming of turf grass areas, pruning and trimming of shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes

and groundcovers, and pesticide applications. Base services are performed on a scheduled rotation basis. "Additional work services" include, but are not necessarily limited to, additional labor and material costs for irrigation repairs, plant material replacement, fertilizer applications and the addition of added square footage of landscaped areas to be added to a Zone's service area at the unit prices for additional work as specified in the Agreement.

DISCUSSION

On December 10, 2009, the Special Districts Division of the Financial and Management Services Department (formerly the Public Works Department) received valid proposals from five (5) landscape maintenance firms in response to a Request for Proposal (RFP) to provide standard maintenance of the landscaped parkways, medians and the irrigation system associated with Zone E-7. On May 12, 2010, upon staff's evaluation of the proposals and recommendation, the Financial & Administrative Director, acting in the capacity as the Chief Fiscal officer of the Board of Directors of the Moreno Valley CSD, with approval as to the legal form by the City Attorney, awarded the contract for landscape maintenance of Zone E-7 parkways and medians to Excel Landscape, Inc., Corona, California (the "Contractor"). The amount of the Agreement for the initial twelve-month term was $37,326.04 for standard service level landscape maintenance ($33,326.04 for base services; $4,000.00 for estimated additional work).

The service levels provided are consistent with the terms of the CSD Zone E General Service Level Guidelines, as listed in the CSD Zone E Service Plan Policy, (adopted by the CSD Board on September 25, 2007, as amended on April 26, 2011). The Contractor has consistently provided satisfactory service in accordance with the terms of the Agreement and as extended per subsequent Extensions of the Agreement, (a First Extension and a Second Extension at the same base and additional work amounts as the original Agreement) and has agreed to extend the Agreement based upon the same terms in accordance with the standard service level for Zone E-7.

Approval of the Extension Agreement for Fiscal Year 2013/14

Approval of the Third Extension Agreement is being recommended for authorization in the NTE amount of $39,296.04 ($33,326.04 for Zone E-7 base maintenance services, and $5,970.00 for Zone E-7 additional work). This is the third of four possible extensions allowed per the terms of the Agreement.

Authority for City Manager Approval of Extension Agreements for the Balance of Available Extensions to the Agreement.

Pursuant to City Council Resolution No. 2008-115, the City Council shall provide approval of procurements greater than $100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the E-7/10 Agreement, as may be allowed per the terms of the Agreement. Potential extensions are those extensions which may be

allowed, contingent upon satisfactory service by the Contractor and concurrence by the City and Contractor to enter into an extension of the Agreement, or the Agreement as Amended.

E-7/10						
	FY 2010/11 Original Agreement	FY 2011/12 First Extension	FY 2012/13 Second Extension	FY 2013/14 Proposed Third Extension[1]	FY 2014/15 Potential Fourth Extension[2]	Cumulative Total
Base	$ 33,326.04	$ 33,326.04	$ 33,326.04	$ 33,326.04	$ 33,326.04	$ 166,630.20
Additional Work	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 5,970.00	$ 5,970.00	$ 23,940.00
Total	$ 37,326.04	$ 37,326.04	$ 37,326.04	$ 39,296.04	$ 39,296.04	$ 190,570.20

[1] The additional work amount reflects a proposed increase for additional irrigation services and replants as may be reqiured during FY 2013/14. Previously City staff responded to a majority of the irrigation repair and inspectdions; however, with the decrese in staff, the Contractor is assuming added responsibilites for these services in accordance with the additional work amounts as allowed per the terms of the Agreement.

[2] Extensions beyond 2013/14 are anticipated, based upon presently known information and may change in the future for reasons including, but not limited to adding additional service area, removing existing service area, and emergency work.

Staff is requesting the City Council authorize the City Manager to approve extensions and any necessary amendments up to, as well as associated purchase orders (P.O.) for all remaining extensions available, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council (CSD Board) and demonstration by the Contractor of having provided satisfactory performance of the services, per the terms of the Agreement in the prior year(s), and both the City and the Contractor mutually agreeing to extend the Agreement.

ALTERNATIVES

1. Approve the Third Extension Agreement for E-7/10 with Excel Landscape, Inc. in the form attached hereto to provide for the continuation of landscape maintenance services; authorize the City Manager to execute said Third Extension Agreement for E-7/10 with Excel Landscape, Inc.; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $39,296.04 ($33,326.04 for Zone E-7 base services and $5,970.00 for Zone E-7 for additional work services); and authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement and authorize the associated P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will ensure uninterrupted landscape maintenance and irrigation services be provided to the parkways and medians associated with the Zone E-7 (Centerpointe) Specific Plan area.*

2. Do not approve the Third Extension Agreement for E-7/10 with Excel Landscape, Inc. in the form attached hereto to provide for the continuation of landscape

maintenance services; nor authorize the City Manager to execute said Third Extension Agreement for E7/10 with Excel Landscape, Inc.; nor authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $39,296.04 ($33,326.04 for Zone E-7 base services and $5,970.00 for Zone E-7 for additional work services); and do not authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement nor authorize subsequent P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative, there will be an interruption in landscape maintenance and irrigation services provided to the parkways and medians associated with the Zone E-7 (Centerpointe) landscaped areas, which will prevent necessary landscape maintenance services from being performed.*

FISCAL IMPACT

Administration and maintenance of Zone E is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills. Revenue from the parcel charges collected for Zone E-7 may only be used for landscape maintenance services associated with the parkways and medians in Zone E-7. **The costs for the maintenance services have been budgeted, respectively, for this Zone for the coming fiscal year**. **This action will not impact the City's General Fund.**

The following table represents the base and additional work costs for FY 2013/14 associated with the E-7/10 Third Extension Agreement for Zone E-7.

Service Area (Zone)	Contractor	GL Account	2013/14 Base Agreement Amount	2013/14 Additional Work Agreement Amount	2013/14 Total Agreement Amount
E-7	Excel Landscape, Inc.	5013-30-79-25713-620910	$ 33,326.04	$ 5,970.00	$ 39,296.04

CITY COUNCIL GOALS

Community Image and Positive Environment:

City Council in their capacity as the CSD Board will allow for the continued promotion of community image, as well as neighborhood pride and cleanliness, through continued maintenance of parkways and medians of CSD maintained landscaped areas by approval of this item.

NOTIFICATION

N/A

ATTACHMENTS

1. Attachment 1 – Third Extension Agreement for E-7/10 for FY 2013/14
2. Attachment 2 – Extension to the Agreement (Second Extension Agreement) for E-7/10 for FY 2012/13
3. Attachment 3 – Extension to the Agreement (First Extension Agreement) for E-7/10 for FY 2011/12
4. Attachment 4 – Agreement for E-7/10 for FY 2010/11
5. Attachment 5 – Site Map – Zone E-7 (Centerpointe)

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

THIRD EXTENSION AGREEMENT
PROJECT NO. E-7/10
MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereinafter, "District") and **Excel Landscape, Inc.,** (hereinafter, "Contractor").

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated May 12, 2010, referencing Project No. E-7/10 for the maintenance of parkway and median landscaping, and irrigation systems associated with Project No. E-7/10 Maintenance of Parkway and Median Landscaping and Irrigation for Zone E-7; and,

WHEREAS, landscape maintenance services provided during the initial term of the Agreement were sufficiently performed, and both District and Contractor mutually agreed to enter into an extension of the Agreement (First Extension Agreement) for the term of July 1, 2011 to June 30, 2012; and,

WHEREAS, landscape maintenance services provided during the First Extension Agreement were sufficiently performed, and both District and Contractor mutually agreed to enter into an extension of the Agreement (Second Extension Agreement) for the term of July 1, 2012 to June 30, 2013; and,

WHEREAS, landscape maintenance services provided during the Second Extension Agreement were sufficiently performed; and,

WHEREAS, pursuant to the terms of the Agreement, both parties wish to further extend the Agreement (Third Extension Agreement); and,

WHEREAS, the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The Third Extension Agreement period shall commence on **July 1, 2013** and shall terminate on **June 30, 2014.**

2. In accordance with Exhibit D., 1., b., of the Agreement, this Third Extension Agreement shall be considered the third of four possible extensions of the Agreement.

3. For the period of this Third Extension Agreement and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for work (labor, materials, supplies, equipment, etc.) performed under this Third Extension Agreement for maintenance of the parkway and medians of E-7 consistent with the payment terms (Exhibit C) of the Agreement in the total amount of **TWO THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 17/100 DOLLARS ($2,777.17)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **THIRTY-THREE THOUSAND THREE HUNDRED TWENTY-SIX AND 04/100 DOLLARS ($33,326.04).**

4. Notwithstanding Exhibit E, Additional Work Price List, B., of the Agreement, the unit cost set forth in the Additional Work Price List for any landscape areas added to the project during the period of this Third Extension Agreement shall be as follows:

    a. Additional parkway areas, planters (trees up to 18-feet height, as applicable). **$0.029/sq.ft./mo**.

    b. Additional parkway areas, turf (trees up to 18-feet height, shrubs, ground cover included, as applicable). **$0.029/sq. ft./mo**.

5. Notwithstanding Exhibit C., 2., e., of the Agreement, for the period of this Third Extension Agreement and except as specifically approved by subsequent action of the CSD Board, or the City Manager, as directed by the CSD Board, the Director (the Chief Financial Officer/City Treasurer or their designated appointee) may not authorize additional work pursuant to this Third Extension Agreement or the original Agreement in excess of the cumulative total of **FIVE THOUSAND NINE HUNDRED AND SEVENTY AND 00/100 DOLLARS ($5,970.00).**

6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

THIRD EXTENSION AGREEMENT
PROJECT NO. E-7/10
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor: Excel Landscape, Inc.
By: _____	By: _____
Title: City Manager, Acting in the capacity of District Manager to the Moreno Valley Community Services District	Title: (President or Vice President)
Date: _____	Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary

Date: _____
Affix Corporate Seal Below

EXTENSION AGREEMENT
PROJECT NO. E-7/10
MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **Excel Landscape, Inc.**, (hereafter, "Contractor")

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated May 12, 2010, referencing Project No. E-7/10 for the maintenance of parkway and median landscaping and irrigation systems associated with the District's E-7 Centerpointe landscape service area.

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement.

WHEREAS, the Extension of the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2012** and shall terminate on **June 30, 2013.**

2. In accordance with Exhibit D, Section 1b of the Agreement, this Extension shall be considered the second of four possible extensions of the Agreement.

3. For the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension for maintenance of the parkway and medians consistent with the terms of the Agreement in the total amount of **TWO THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 17/100 DOLLARS ($2,777.17)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **THIRTY-THREE THOUSAND THREE HUNDRED TWENTY-SIX AND 04/100 DOLLARS ($33,326.04).**

4. Notwithstanding Exhibit E of the Agreement, Additional Work Pricing of the Agreement, the unit cost set forth in the Additional Work Price List, Exhibit E, Section B. for any landscape areas added to the project during the period of this Extension shall be as follows:

    a. Additional parkway areas, planters (trees up to 18-feet height, as applicable). **$0.029/sq.ft./mo**.

    b. Additional parkway areas, turf (trees up to 18-feet height, shrubs, ground cover included, as applicable). **$0.029/sq. ft./mo.**

5. Notwithstanding Exhibit C., Numeral 2, Letter e. of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the City Council, the Director (the Public Works Director/City Engineer or his designated appointee) may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **FOUR THOUSAND AND 00/100 DOLLARS ($4,000.00).**

6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

EXTENSION AGREEMENT
PROJECT NO. E-7/10
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

City of Moreno Valley

By: _____
Title: Financial & Administrative Services Director, acting in the capacity of Chief Fiscal Officer to the Moreno Valley Community Services District

Date: 6/20/12

Contractor: Excel Landscape, Inc.

By: _____
Title: (President or Vice President)

Date: 4/4/12

By: _____
Title: Corporate Secretary or Assistant Secretary

Date: 4/4/12
Affix Corporate Seal Below

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

6/13/12
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

6/14/12
Date

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of Riverside

On April 4, 2012 (Date) before me, Colleen A. Gimpel Notary Public (Here Insert Name and Title of the Officer)

personally appeared Jose Angel Alfaro and Josefina Cuevas Alfaro (Name(s) of Signer(s))

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

COLLEEN A. GIMPEL
Commission # 1962591
Notary Public - California
Riverside County
My Comm. Expires Dec 3, 2015

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

WITNESS my hand and official seal.

Signature Colleen A. Gimpel
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Individual
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Individual
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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Item #5907

EXTENSION AGREEMENT
PROJECT NO. E-7/10 – CENTERPOINTE
MAINTENANCE OF LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **Excel Landscape, Inc.** (hereafter, "Contractor").

WHEREAS, the District and Contractor entered into an agreement dated May 12, 2010, referencing Project No. E-7/10 regarding maintenance of District landscaping and irrigation systems (hereafter, "Agreement").

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement by a period of twelve (12) months under the following additional terms:

1. The extension period shall commence on **July 1, 2011**, and shall terminate on **June 30, 2012.**

2. In accordance with paragraph 5(b) of the Agreement, this Extension shall be considered the first of four possible extensions of the Agreement .

3. Notwithstanding paragraph 3(b) of the Agreement, for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension the total amount of **TWO THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 17/100 DOLLARS ($2,777.17)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **THIRTY-THREE THOUSAND THREE HUNDRED TWENTY-SIX AND 04/100 DOLLARS ($33,326.04).**

4. Notwithstanding paragraph 3(f) of the Agreement, the unit cost set forth in the Additional Work Price List, Section B. for any landscape areas added to the project during the period of this Extension shall be as follows:

   a. Additional parkway areas, turf (trees up to 18-feet height, as applicable). **$ 0.029/sq. ft./mo.** .

   b. Additional parkway areas, planters (trees up to 18-feet height, shrubs, ground cover included, as applicable). **$0.029/sq. ft./mo.** .

5. Notwithstanding paragraph 3(h) of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **FOUR THOUSAND AND 00/100 DOLLARS ($4,000.00).**

6. Except as set forth above, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

Dated: 9-14-11

MORENO VALLEY COMMUNITY SERVICES DISTRICT

By: Richard Teichert
Financial & Administrative Services Director,
acting in the Capacity of Chief Fiscal Officer to the
Moreno Valley Community Services District

CONTRACTOR:

Jose Alfaro
Signature

JOSE ALFARO
Printed Name

President
Title

Excel Landscape
Company Name

Josie C. Alfaro
Signature

Josie C. Alfaro
Printed Name

Sec. / TREASURER
Title

(Corporate Seal)

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:
Suzanne Bryant
Deputy City Attorney

6-7-11
Date

RECOMMENDED FOR APPROVAL:

Department Head

6/8/11
Date

Moreno Valley Community Services District
R.F.P. # E-7/10
Centerpointe

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement, effective as of the day signed by the Financial & Administrative Director (acting in the capacity of Chief Fiscal Officer of the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name: Excel Landscape, Inc.
Address: 710 Rimpau Ave., Ste. 108
City: Corona, Ca Zip:92879
Business Phone: 951-735-9650 Fax: 951-735-0469
Other Contact Number: _____
Social Security Number: _____
Business License Number: 09319
Federal Tax I.D. Number: 33-0617953
Contractors' License Number & Classification: 694553/C-27

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of service, performance specifications, and/or additional terms and conditions are described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The District's responsibility, other than payment, is described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contractor Starting Date is July 1, 2010 and the Contractor Ending Date is June 30, 2011. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-

subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal submittal documents, including but not limited to the Notice Requsting Proposals, Instruction To Proposers, Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. **STANDARD TERMS AND CONDITIONS:**

A. Control of Work. Except for compliance with specifications and performance standards provided for in Exhibit "A," Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide any training to Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the

City's, RDA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, RDA, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement.

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.

By: _____ Date: _____

(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

J. Termination.

a. Either party may terminate this Agreement upon breach of the Agreement by the other party. In the event the District terminates the Agreement, the Contractor shall perform no further services under the Agreement unless the notice of termination authorizes such further work.

b. The District may terminate this Agreement without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractors time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Agreement. No officer or employee of the District or City shall have any financial interest in this Agreement in violation of federal, state, or local law.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

R.F.P. # E-7/10

To Contractor: Excel Landscape, Inc.
710 Rimpau Ave. Ste. 108
Corona, Ca 92879
951-735-9650
[Telephone number]
951-735-0469
[Fax number]

With a copy to:

_____
[Attorney for Contractor, if applicable]

_____
[Street Address]

_____
[Post Office Box, if applicable]

_____
[City, State, Zip Code]

_____
[Telephone number]
( )_____
[Fax number]
( )_____

To CSD: MORENO VALLEY COMMUNITY SERVICES DISTRICT
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto
Telephone number: (951) 413-3480
Fax Number: (951) 413-3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: (951) 413-3036
Fax number: (951) 413-3034

SIGNATURE PAGE TO FOLLOW

R.F.P. # E-7/10

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____
Financial & Administrative Director, acting in the capacity of Chief Fiscal Officer of the Board of Directors of the Moreno Valley Community Services District

Date: 5-12-10

Contractor

By: _____

Title: President

Date: 4/20/10

By: _____

Title: Sec. / Treas

Date: 4/20/10

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
Deputy City Attorney

5-5-10
_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

5/10/10
_____
Date

Attachments

State of California)
County of Riverside)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On April 20, 2010 before me, Dannika Tutwiler, notary,
(here insert name and title of the officer)

personally appeared Jose Angel Alfaro and Josefina Cuevas Alfaro,

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

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

WITNESS my hand and official seal.

Signature _____

DANNIKA TUTWILER
Commission # 1878884
Notary Public - California
Riverside County
My Comm. Expires Feb 1, 2014

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Independent Contractor Agreement, RFP# E-7/10 containing 7 pages, and dated 4/20/10.

The signer(s) capacity or authority is/are as:

- [x] Individual(s)
- [ ] Attorney-in-Fact
- [ ] Corporate Officer(s) _____ Title(s)
- [ ] Guardian/Conservator
- [ ] Partner - Limited/General
- [ ] Trustee(s)
- [ ] Other: _____

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- [ ] Additional Signer(s)
- [ ] Signer(s) Thumbprint(s)
- [ ] _____

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Project No. E-7/10
R.F.P. # E-7/10
EXHIBIT A

1. SCOPE OF WORK

a. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Contract Exhibit A.

b. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf and shrub areas designated hereunder; regularly maintain and prune trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

c. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

d. The Contractor shall be responsible for carefully reviewing the site(s), and verifying that all areas include the square footage noted for each location of proposed work. The Contractor shall not be relieved of his or her liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Specifications, and the actual conditions revealed during the examination of the locations of the proposed work.

2. SCHEDULING OF WORK

a. The Contractor shall adhere to the facilities, equipment and staffing schedule, and monthly and annual work schedules submitted as a part of Contractor's bid, and incorporated herein by this reference. These schedules, and any approved revisions thereto, shall be used by the District as a basis for determining Contractor's satisfactory performance.

b. Revisions to facilities, equipment, staffing, or monthly and annual work schedules shall not be implemented without the prior written approval of

the Director. The Contractor shall submit proposed revisions to equipment and staffing, or monthly and annual work schedules in writing to the District at the address as set forth in Section N. of the Agreement, at least ten (10) working days prior to commencing work per the proposed revisions.

c. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

d. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

e. The Contractor shall notify the Director in writing at least five (5) days prior to the date and time of all "Specialty" type maintenance operations, which shall include, but are not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended methods of execution, materials to be used, and the dates for commencement, and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

f. When inclement weather renders performance per approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor shall adjust his work force in order to accomplish those work items not affected by weather, and shall contact District field staff to inform them of said alternate work assignments. Failure to so advise the District may be cause for assessment of non-performance penalties, per Exhibit C, Section 4.

g. For the purposes of this Contract, "Working Days" shall be Mondays through Fridays. The hours of maintenance service shall be 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule approved the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior approval of the Director.

R.F.P. # E-7/10
EXHIBIT A – cont.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas	December 25

If a holiday falls upon a Sunday, the following Monday shall be the date the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, contractor shall submit a proposed make-up day for the Director's approval.

3. FUNCTIONS AND RESPONSIBILITIES

a. The Director and Contractor shall conduct an inspection of all sites covered under this Agreement as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Agreement. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

b. The Contractor shall maintain on an ongoing basis a monthly log that records all work performed by Contractor. Said log shall be in a form and content acceptable to the Director (see Contract Documents, Appendix B), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

c. The Contractor shall perform at least one maintenance inspection weekly during daylight hours of all sites. Such inspection shall be both visual and operational, including but not limited to, operation of all automatic irrigation

systems to check for proper condition, and reliability. Additionally, the Director may require Contractor to attend meetings with District field staff at some fixed interval to review Contractor's operations, and schedule such future work as may be ordered by the Director. Failure to conduct said weekly inspections or attend regularly scheduled meetings, may result in the assessment of non-performance penalties per Exhibit C., Section 4.

d. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in Contractor's firm name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Section 3., paragraph e. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, two-way radio, pager, or car phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service, and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

e. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at <u>any</u> time:

1. City Manager
2. Director of Public Works
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Landscape Districts Program Manager
7. Senior Landscape Services Inspector
8. Landscape Services Inspector
9. Street Maint. Supervisor

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2., paragraphs a. and b., unless said emergency is determined to have been caused by an act or omission attributable to Contractor.

4. CONTRACTOR'S STAFF

a. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

b. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper and efficient manner at all times, and shall cause the least possible inconvenience to the public.

c. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the District.

d. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to proper shoes, other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements, and wearing of proper clothing.

Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

e. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards, and its branch offices.

6. COMPLAINTS

a. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3., paragraph a.

b. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above.

c. In addition to the provisions of Section 6., paragraph a. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

a. The Contractor agrees to perform all work outlined in these Specifications in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all

applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

b. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2003 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between 3:30 p.m. and 6:00 p.m.

c. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

d. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) days following the occurrence.

e. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3. of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section of the General Provisions may result in contract termination, per Agreement, Section J.

R.F.P. # E-7/10
EXHIBIT A – cont.

8. USE OF CHEMICALS

a. Before the beginning of the contract period, the Contractor shall submit a list of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals approved by the State of California Department of Food and Agriculture, and shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS).

b. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.

d. Contractor shall report all fertilizers and pesticides used in performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3., paragraph b. above. This report shall include: date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of contract. By submitting a proposal, the Contractor certifies to the City that he has trained his employees and subcontractors, if any, for Urban Runoff Management, and included sufficient sums in his base compensation proposal amount to cover such costs of said training.

R.F.P. # E-7/10
EXHIBIT A – cont.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

a. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the period of work on this contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

b. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

a. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this contract, as required by California Labor Code Section 1776.

b. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

c. The District may withhold from Contractor's progress payments the penal sum of $25.00 per calendar day (or portion thereof) for each workman employed in connection with this contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

a. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

b. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

a. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

b. Repairs made to sites and site appurtenances that are damaged as a result of Acts of God, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2., paragraphs a. and b.

R.F.P. # E-7/10
EXHIBIT A – cont.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

R.F.P. # E-7/10
EXHIBIT A – cont.

R.F.P. # E-7/10
TECHNICAL PROVISIONS - LANDSCAPE

1. TURF CARE

a. All turf areas shall be mowed, edged, and trimmed weekly-on no more than two (2) consecutive days-weather and site conditions permitting. Any prolonged deviation from this schedule shall require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

b. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

c. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

d. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

e. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

f. Mowing height for cool season grasses shall not exceed three inches (3")

g. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.

h. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

i. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

j. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

k. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

l. Fertilization: See Technical Provisions - Fertilization, Section 1., paragraphs a. through f.

m. Pest control: See Technical Provisions - Pesticide Use, Section 4., paragraphs a., b, and c.

n. Aeration:

1. All turf areas shall be aerated two (2) times annually;

2. Aeration shall be done in the spring and fall, or as directed by District field staff;

3. Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

4. Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

5. Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

6. Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions - Fertilization Specifications, Section 1., paragraphs a. (Table I), b., c., d., and e.

o. Renovation/thatching operations are to be considered Additional Work, per Exhibit C., Section 2., paragraphs a. and b.

2. TREE CARE

a. All trees are to be maintained in a manner that will promote normal, healthy growth.

b. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2., paragraphs a., and b.

R.F.P. # E-7/10
EXHIBIT A – cont.

c. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

d. Any tree shall be pruned at any time in order to:

1. Remove dead, diseased, or damaged branches;

2. Remove unwanted encroachments into public and/or utility rights-of-way;

3. Correct any condition which the Director has deemed to be hazardous.

e. Trees up to eighteen feet (18') in height shall:

1. Be pruned to enable successful adaptation to their particular site situation;

2. Have no more than one-third (1/3) of living branches removed annually;

3. Be fertilized only as directed by District field staff.

f. Trees over eighteen feet (18') in height shall:

1. Be inspected annually;

2. Pruned and/or trimmed as necessary to maintain proper site orientation;

3. Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

4. Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

g. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order;

2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

h. The following practices shall not be allowed:

1. Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

3. Use of pruning paint/pruning compound/wound dressing;

4. Use of climbing spurs or gaffs.

i. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

j. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodgepole-type stakes is the minimum District standard.

k. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

l. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a. through d., below.

3. SHRUB CARE

a. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

b. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

c. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

d. Any shrub shall be pruned and/or trimmed at any time in order to:

1. Remove dead, diseased, or damaged branches;

2. Remove unwanted encroachments into public and/or utility rights-of-way;

3. Correct any condition which the Director has deemed to be hazardous.

e. Shrubs shall be pruned:

1. To enable successful adaptation to their particular site situation;

2. Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

3. As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

f. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order;

2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

g. The following practices shall <u>not</u> be allowed:

1. Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") <u>will be done only when authorized by the Director on a site-specific basis</u>.

2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

3. Use of pruning paint/pruning compound/wound dressing.

h. Fertilization: See <u>Technical Provisions - Fertilization</u>, Section 2., paragraphs a. through e., below.

i. Pest control: See <u>Technical Provisions – Pesticide Use</u>, Section 3., paragraphs a., b., c., and d.

4. <u>GROUND COVER CARE</u>

a. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

b. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

c. Ground covers shall be pruned/trimmed at any time in order to:

1. Remove dead, diseased, or damaged branches/crowns;

2. Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

3. Correct any condition which the Director has deemed to be hazardous.

d. Ground covers shall be pruned/trimmed/renovated:

1. To enable successful adaptation to their particular site situation;

2. In accordance with accepted practices for the particular species in question;

3. As often as is necessary to accomplish the results intended in paragraphs 1. and 2. above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

e. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order;

2. Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

f. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

g. Fertilization: See Technical Provisions - Fertilization, Section 2., Paragraphs a. through e.

h. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a., b., c., and d.

5. WEED CONTROL

a. All weeds shall be continuously controlled at all sites.

b. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

c. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; non-landscaped portions of sites, as determined by the Director.

d. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

e. Chemical weed control: See Technical Provisions -- Pesticide Use, Section 3., paragraph a.

f. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

6. IRRIGATION

a. All landscape sites shall at all times receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

b. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3.-Functions and Responsibilities, paragraph c., above. Said maintenance shall include, but not limited to: visual and operational inspections one (1) time per week; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

c. For the purposes of these Special Provisions, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties up to the amount of 11 percent of the Contractor's monthly base price as set forth in Exhibit C., Section 1., paragraph b. Repairs due to vandalism, theft, and acts or omissions by third parties in excess of the above indicated amount may be billed as Additional Work, per Exhibit C., Section 2., paragraph a.

d. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

e. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

f. Automatic irrigation systems shall:

1. Be inspected for, and repaired as necessary to ensure, proper operation, and coverage not less than one (1) time per week;

2. Be turned off during periods of rainfall, or as directed by District field staff;

3. Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

g. Manually operated irrigation systems shall:

1. Be operated only when Contractor's personnel are present on site;

2. Be inspected for, and repaired as necessary to ensure proper operation, and coverage not less than at each time of operation;

3. Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

h. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

i. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

7. DEBRIS/LITTER

a. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

b. Contractor shall make a minimum of one (1) visitation per week of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walks the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of this condition.

c. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

d. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2., paragraphs a. and b.

e. The Contractor shall dispose of all debris and litter as described in paragraphs a. and b. above off-site, and in a legal manner.

f. The Contractor shall notify the Director **immediately** whenever suspected hazardous waste materials are discovered on service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

g. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

R.F.P. # E-7/10
EXHIBIT A – cont.

8. GREENWASTE RECYCLING

a. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

b. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in performance of contract's Scope of Work.

c. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

d. The Contractor shall submit a Monthly Greenwaste Report (see Contract Documents-Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities, paragraph a., above. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

e. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

R.F.P. # E-7/10
EXHIBIT A – cont.

R.F.P. # E-7/10

TECHNICAL PROVISIONS - FERTILIZATION

1. TURF FERTILIZATION

a. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps.	Type of Fertilizer	Rates per 1000 sq. ft. Lbs.of Actual N	Rates per 1000 sq. ft. Amt.of Fertilizer
JAN	-	-	-	-
FEB	-	-	-	-
MAR	-	-	-	-
APR	Aeration†	Humus Base‡	0.5	Per product analysis
MAY	-	-	-	-
JUNE	-	-	-	-
JULY	-	-	-	-
AUG	-	-	-	-
SEPT	-	-	-	-
OCT	Aeration†	Humus Base‡	0.5	Per product analysis
NOV	-	-	-	-
DEC	-	-	-	-

These fertilizers to contain micronutrients including iron. See following section on fertilizers

† See General Provisions, Section 4., paragraph K., and Landscape Maintenance Specifications, Section 1., paragraph n., items 1. through 6.

‡ See Fertilization Specifications, Section 1., paragraphs c. and d. below.

R.F.P. # E-7/10
EXHIBIT A – cont.

b. Per Technical Provisions – Landscape Section 1.n.6., a humus base fertilizer shall be applied to turf areas immediately following spring and fall aeration operations. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Humus base fertilizers to be applied by drop spreader only.

d. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

e. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

f. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals, paragraph a. above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b. above.

g. Written notification is required to Director five (5) days prior to fertilizer application.

2. SHRUB & GROUND COVER FERTILIZATION

a. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Apps.	Type of Fertilizer	Rates per 1000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
APR	1	23-5-10*	1.5	6.5 lbs
SEPT	1	23-5-10*	1.5	6.5 lbs

* 23-5-10/BEST® POLY SUPREME or approved equal

b. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

c. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said contract, per Section 8. – Use of Chemicals, paragraph a., above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b., above.

d. Written notification is required to Director five (5) days prior to fertilizer application.

e. For fertilizer application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

3. TREE FERTILIZATION

a. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

a. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

1. Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

2. Absolutely no injecting or drilling into tree trunk will be allowed.

3. Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

4. Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

c. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said contract, per Section 8. – Use of Chemicals, paragraph a., above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b., above.

d. Written notification is required to Director five (5) days prior to fertilizer application.

e. For fertilizer application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

R.F.P. # E-7/10
EXHIBIT A – cont.

R.F.P. # E-7/10
TECHNICAL PROVISIONS – PESTICIDE USE

1. GENERAL

a. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.

b. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Agreement.

c. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

d. Before the beginning of contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used in the fulfillment of said contract, per Section 8., paragraph a., above. A valid written pesticide use recommendation for each pesticide so listed shall be submitted concurrently with this list. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, paragraph b., above, any changes, additions, deletions or substitutions to the recommended pesticides so listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

e. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

R.F.P. # E-7/10
EXHIBIT A – cont.

2. REPORTING SPECIFICATIONS

a. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall containaccurate and valid information. The Director may require that copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

b. For pesticide application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

b. A five (5) working day written notice shall be given to the Director prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

a. Weed Control

1. All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice annually, as determined by the Director.

2. Appropriate chemical control must be used on the following weeds. This list is inclusive; other species may be added by the Director as necessary.

Bermuda Grass
Kikuyu Grass
Nutsedge
Field Bindweed
Spurge

3. Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

R.F.P. # E-7/10
EXHIBIT A – cont.

b. Snail Control

1. Snails shall be controlled on a regular basis on the following plant species:

   Agapanthus africanus;
   Aptenia sp.;
   Gazania sp.;
   Hemerocallis sp.

2. Snails shall be controlled on an as needed basis on all other plant material.

3. Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Insect and Disease Control

1. The Director may require that tree species which are being subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

2. The Director may require that all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

3. The Director may require that all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

4. The Director may require that all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

5. All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

d. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notice from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

4. TURF - PESTICIDE USAGE CRITERIA

a. Weed Control

1. When Director determines that turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications.

2. All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use.

3. Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 2., paragraph a.

b. Insect and Disease Control

1. All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed.

2. All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director.

c. Vertebrate Pest Control

1. All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of notice from the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4., paragraph a.

PROJECT LOCATION MAPS ON FOLLOWING PAGE

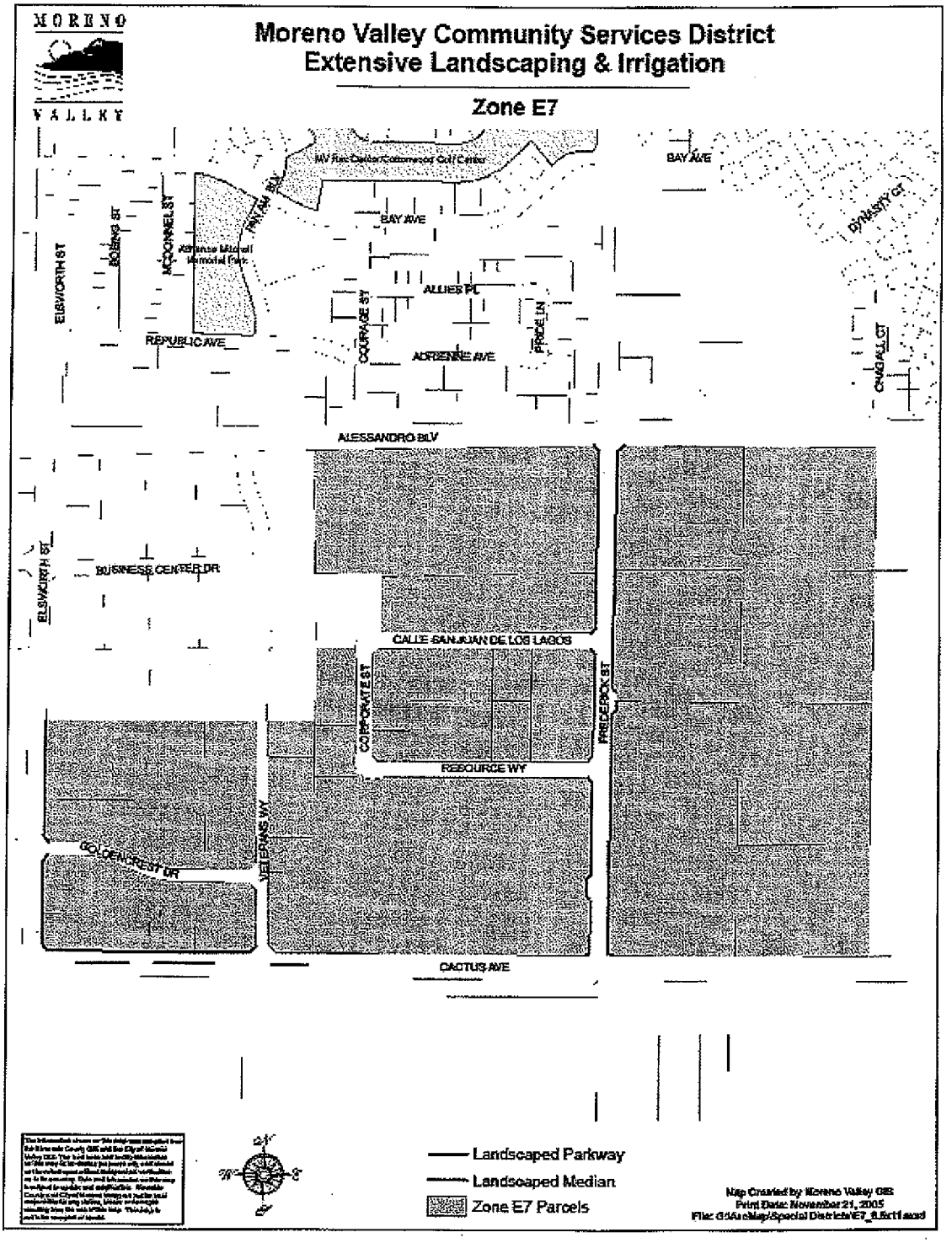
MORENO
VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E7
BAY AVE
ELSWORTH ST
BOEING ST
MCDONNELL ST
PRATT BLV
REPUBLIC AVE
COURAGE ST
ALLIER PL
ADRIENNE AVE
PRICE LN
DYNASTY CT
CHIGFALL CT
ALESSANDRO BLV
BUSINESS CENTER DR
CALLE SAN JUAN DE LOS LAGOS
CORPORATE ST
PRICE PLOK ST
RESOURCE WY
VETERANS WY
GOLDEN WEST DR
CACTUS AVE
Landscaped Parkway
Landscaped Median
Zone E7 Parcels
Map Created by Moreno Valley GIS
Print Date: November 21, 2005

R.F.P. # E-7/10

EXHIBIT B
District Responsibilities

1. CONTRACT SUPERVISION

a. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his delegated representative(s), hereinafter designated as "Director."

b. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity, and communications), and to maintain their appurtenances (i.e., water and electrical meters, backflow devices). The District will pay the costs of water, electricity, and communications used in the sites covered by this Contract. The Contractor shall report to the Director any interruption of these services for whatever reason immediately upon Contractor's observation of same.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

a. The District shall maintain in full force and effect throughout the entire term of the contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this contract.

b. Director must give consent in writing prior to application of any Category I pesticide.

Project No. E-7/10
R.F.P. # E-7/10
EXHIBIT C

Payment Terms

1. CONTRACTOR'S COMPENSATION

a. The Contractor will be paid monthly per site for work performed satisfactorily under this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports of: 1) maintenance performed, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month. These reports shall be accompanied by a billing in accordance with the Contract price for the work performed, and shall become the basis for payment. No payment(s) shall be made until aforesaid reports have been submitted, and approved.

b. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of TWO THOUSAND SEVEN HUNDRED SEVENTY-SEVEN dollars and 17/100 ($2,777.17) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed THIRTY THREE THOUSAND THREE HUNDRED TWENTY-SIX dollars and 04/100 ($33,326.04), except as provided for in Section 2., paragraph c. below.

c. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

a. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain work in addition to that set forth herein as Contractor's Scope of Work. Said Additional Work shall include: Section 2., paragraph c. below ("Additional Landscape Areas"), and; Exhibit A work tasks described as Additional Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Additional Work Price List, Sections A., B., or C., or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined

by the Director. Except as set forth in Section 2., paragraph b. below, the Contractor shall not perform any such Additional Work without first obtaining express authorization from the District.

b. Notwithstanding the above requirement for prior authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the District for approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

c. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made of a new installation, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in the Exhibit E, Additional Work Price List, Section B., shall be prorated from the day the Contractor commences work on the additional areas.

d. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge <u>only</u> for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Additional Work Price List, Section A. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and 2) vandalism, theft, and acts or omissions by third parties up to the amount of 11 percent of Contractor's monthly base price as set forth in subsection 1.b. above.

e. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs a., b., and c. above in excess of the cumulative total of $4,000.00 for each contract year during the term of this Contract.

3. <u>PAYMENT DEDUCTIONS</u>

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

a. Work required in the General or Special Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is

incomplete;

b. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delay occasioned by the failure of the District, or of the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to Contractor from District, will be presented to the Contractor by the Director prior to actual deduction to allow for explanations.

Project No. E-7/10
R.F.P. # E-7/10
EXHIBIT D

Term of Contract

1. TERM OF CONTRACT

a. Following approval by both parties, the Contract will commence on July 1, 2010 and shall terminate twelve (12) months thereafter.

b. At the expiration of its term, the Contract may be extended for up to four additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph b.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Agreement, or any extension thereof.

c. In considering the option to extend the Contract, as set forth in paragraph b. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on verifiable increases in cost to the Contractor to provide services required under Contractor's Scope of Work, or the current regional Consumer Price Index as published by the Bureau of Labor Statistics, whichever basis is agreed to by both parties.

d. At the expiration of its term, the Contract may, with the concurrence of both parties, be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph d.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Agreement, or any extensions thereof.

e. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Community Services District. In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the Community Services District does not grant necessary funding appropriations and/or program approval, then the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

Project No. E-7/10
R.F.P. # E-7/10

EXHIBIT E

PROPOSAL SUBMITTAL DOCUMENTS

SCHEDULE 1

COMPANY INFORMATION

Excel Landscape Introduction:

Excel Landscape has been a full service landscape company for over 30 years and possesses a C-27 Contractors License. We are a medium sized firm, specializing in municipal maintenance. We handle a large variety of projects ranging from parkways, medians, slopes, to sports facilities. Our employees are well trained in the safety aspects of high visibility and high traffic areas. A firm large enough to insure stability yet one in which the owner is still involved in the day-to-day operations. A company committed to providing a good value to its customers, which favors long relationships over quick profits.

In-house staff perform most operations. We have a licensed pest control advisor; we are licensed pest control operators, with certified water auditors and six certified in recycled water. We are experienced in all phases of landscape from basic installations to complex Central Irrigation Systems. We have installed and monitored Maxicom, Calsense, and Motorola Osmac Control Systems with several local municipalities. We have recently assisted in the development of a new Et based controller now on the market.

Excel Landscape considers safety a number one priority and holds weekly safety meetings. We meet all existing state and federal labor laws, and comply with OSHA requirements.

We take pride in our loyal staff and strive to provide a work environment that encourages long-term employment. We realize that a service organization is only as good as its people and we try to provide opportunities for the improvement and advancement of our employees. This is reflected by the low turn over of our staff in an industry where just the opposite is the norm. This is an advantage to our customers on projects that have permanent crews, as they become familiar with specific project requirements.

At **Excel Landscape** we have installed various systems to identify the requirements for any given project, and then insure that they are carried out as required. At Excel Landscape we are committed to this process.

This project would be assigned permanent crews which allow personnel to become familiar with the work and thus, more efficient. Inspections are carried out on a weekly basis by the Foreman and monthly by the project manager. This insures compliance by our crews to the work standards. Job walks will be scheduled with a City representative at your convenience to discuss work progress and upcoming tasks.

Office staff is available Monday through Friday from 7:00 a.m. to 5:00 p.m. The same phone is answered 24 hours a day to handle emergency situations. Office staff maintains

two-way radio contact with all Foreman, irrigators and crew leaders to provide quick and efficient communications.

Finally, we believe that the best assurance for quality control is the commitment of the management. We at **Excel Landscape** take pride in our work and track record. We believe this is best represented by references from our customers.

1. **EXCEL LANDSCAPE**
   - A CALIFORNA CORPORATION

2. **MAIN OFFICE:** 710 RIMPAU AVE. STE. 108
   CORONA, CA 92879

   SATELLITE OFFICE: 4181 ALAMO ST.
   RIVERSIDE, CA 92501

3. **LICENSE:**
   - C 27 694553
   - SINCE 1994
   - EXPIRES 08/31/2010
   - STATUS – ACTIVE
   - NO PRIOR ACTIONS

4. **FEDERAL IDENTIFICATION:** 33-0617953

5. **COMPANY OFFICERS:**
   - JOSE ALFARO, PRESIDENT
   - JOSIE ALFARO, SEC/TRES

6. 34 YEARS OF LANDSCAPE MAINTENANCE SERVICE

7. 34 YEARS OF LANDSCAPE MAINTENANCE SERVICE FOR PUBLIC AGENCIES

8. **CURRENT LANDSCAPE MAINTENANCE OPERATIONS:**
   - 66 LANDSCAPE MAINTENANCE CONTRACTS
   - 43% WITH PUBLIC AGENCIES
   - $9,566,221.00 ANNUAL SALES IN MAINTENANCE CONTRACTS
   - 91% OF SALES WITH PUBLIC AGENCIES

PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

FACILITIES:

RIVERSIDE SERVICE YARD
4181 ALAMO
RIVERSIDE, CA 92503

EQUIPMENT:

CREW TRUCK & TRAILER (S)
36" WALKBEHIND MOWER (S)
21" WALKBEHIND MOWER (S)
EDGER (S)
(2) WEEDEATERS (S)
(2) HEDGETRIMMERS (S)
(2) BLOWERS (S)
SET MISC.HAND TOOLS (S)
BACKPACK SPRAYER (S)
CHEMICAL SAFETY BOX (S)
TRAFFIC SAFETY EQUIPMENT (S)

FOREMAN/IRRIGATION TRUCK (S)
FULLY STOCKED SERVICE BODY (S)
ELECTRONIC TROUBLESHOOTING EQUIPMENT (S)
REMOTE CONTROLL (S)
BELLY GRINDER FERTILIZER SPREADER (S)

STAFF:

GENERAL LANDSCAPE MAINTENANCE
PROJECT MANAGER (S)
- 7 YEARS EXPERIENCE
- WATER AUDUTIR
- CERTIFIED APPLICATOR

SUPERVISOR (S)
- 21 YEARS EXPERIENCE

MAINTENANCE CREW LEADMAN (S)
- 11 YEARS EXPERIENCE

MAINTENANCE CREW LABOR (S)
TREE TRIMMING (S)
- CERTIFIED ARBORIST

IRRIGATION MAINTENANCE (S)
- 8 YEARS EXPERIENCE

PESTICIDE APPLICATIONS (S)
- CERTIFIED PESTICIDE ADVISOR
- CERTIFIED PESTICIDE APPLICATOR

- MAINTENANCE EMPLOYEES
  - 6 SUPERVISORS AVERAGE WAGE OF $4096.00 PER MONTH
  - 15 TECHNICIANS AVERAGE WAGE OF $3029.00 PER MONTH
  - 9 FOREMEN AVERAGE WAGE OF $3520.00 PER MONTH
  - 177 LABORES AVERAGE WAGE OF $10.56 PER HOUR
- MAINTENANCE VEHICLES AND EQUUIPMENT
  - 15 SUPERVISOR/FOREMEN TRUCKS
  - 15 TECHNICIAN/IRRIGATION TRUCKS
  - 82 CREW TRUCKS
  - 55 CREW TRAILERS
  - 56 RIDING MOWERS
  - 37 WALK BEHIND MOWERS
  - 195 BACK PACK BLOWERS
  - 53 CHAIN SAWS
  - 37 EDGERS
  - 257 HEDGE TRIMMERS
  - 70 21" MOWERS
  - 12 POWER RAKES
  - 39 REMOT CONTROLS
  - 11 POWER SPRAYERS
  - 3 VACUUMS
  - 294 WEED EATERS

9. REFERENCES

CITY OF MURRIETA
40600 CAL OAKS RD.
MURRIETA, CA. 92562

Mr. Bob Kast (951) 600-5836

LANDSCAPE MAINTENANCE SERVICES

$1,600,000.00 PER YEAR, 600 ACRES

09/01/94 - PRESENT

CITY OF TEMECULA
P.O. BOX 9533
Temecula, CA 92590

Mr. Kevin Harrington (951) 694-6480

GENERAL LANDSCAPE MAINTENANCE SERVICES

$1,325,000.00 PER YEAR, 180 ACRES

7/1/93 – PRESENT

CITY OF CHINO HILLS
14575 Pipeline Ave.
Chino CA, 91709

Mr. Sean O'Conner (909) 364-2802

GENERAL LANDSCAPE MAINTENANCE SERVICES

$876,756.00 PER YEAR, 200 ACRES

7/1/90 – PRESENT

R.F.P. #E-7/10
EXHIBIT E – cont.

PROPOSED PROJECT WORK SCHEDULES
E-7 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 (4) Man crew March-September (3) Man crew October-February (1) Man irrigation tech (4)hours				
PICK UP LITTER MOW & EDGE TURF TRIM SHRUBS LIFT TREES TRIM G.C. PULL WEEDS BLOW OFF CHECH IRRIG APPLY CHEMICALS FILE NOI COMPLETE USE REPORTS JOB INSPECTIONS				
WEEK #2				
SAME AS ABOVE				
WEEK #3				
SAME AS ABOVE				
WEEK #4				
SAME AS ABOVE COMPLETE GREEN WASTE REPORT COMPLETE MONTHLY SCHEDULES				

R.F.P. #E-7/10
EXHIBIT E – cont.

PROPOSED PROJECT WORK SCHEDULES
E-7 ANNUAL SCHEDULE SHEET

SEPTEMBER	OCTOBER	NOVEMBER
APPLY 23-5-10 TO G.C. APPLY PRE-EMERGENT TO G.C. INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	AERATE TURF AND APPLY HUMUS FERTILIZER INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	TRIM TREES INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR
DECEMBER	**JANUARY**	**FEBRUARY**
ANNUAL INSPECTION ANNUAL INSPECTION OF TREES INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR
MARCH	**APRIL**	**MAY**
APPLY PRE-EMERGENT TO G.C. INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR INSPECT/APPLY SNAIL BAIT	AERATE TURF AND APPLY HUMUS FERTILIZER APPLY 23-5-10 TO G.C. APPLY WEED CONTROL TO TURF INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR NPDES TRAINING	INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR FERTILIZE TREES
JUNE	**JULY**	**AUGUST**
INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR

R.F.P. #E-7/10
EXHIBIT E – cont.

PROPOSED ANNUAL MATERIAL SCHEDULE

-List fertilizers to be furnished to execute work tasks specified in the Terms & Conditions, General Provisions, and Special Provisions. Specify type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost For each type (include applicable sales tax, overhead, and markup). Use additional sheets as necessary to provide a full and Comprehensive response.

	ESTIMATED AMOUNT		ESTIMATED COST
FERTILIZER:			
TURF:			
GROW GANIC	52 Bags	$	1163.50
SHRUBS:			
23-5-10	30 bags	$	1007.25
PESTICIDES:			
SHRUBS:			
PRE-EMERGENT	6 bags	$	693.75
SNAIL BAIT	2 bags	$	275.30
MANAGE	TRACE	$	32.50
ROUND UP	4 gallons	$	240.00
FUSILADE	2 quarts	$	170.32
GOPHER BAIT	TRACE	$	23.75
ATRIMEC	2 gallon	$	710.46
GRAND TOTAL:		$	4,316.83

R.F.P. # E-7/10
EXHIBIT E – cont.

COMMUNICATION, TRAFFIC SAFETY & GREENWASTE

COMMUNICATION:

Excel Landscape has a 24-hour answering service with a toll free number. All Project Managers, supervisors, foreman, Irrigation technicians and crew leaders carry Nextel radios / cell phones. All of these individuals can be reached directly during business hours. An after hours on call person can be reached via the answering service, to respond with in 2 hours.

TRAFFIC SAFETY:

All personnel ware orange shirts. They are trained weekly on all phases of safety. Each employee is issued a safety vest to be worn if orange shirts are covered. Each truck carries advanced warning signs and cones that are used each time the truck stops to work. Excel Landscape trains to and follows the "Manual of Uniform Traffic Control Devices, 2003".

GREENWASTE:

Each truck goes to a green waste facility at the end of the day. The truck is weighed and charged by truck. That amount is charged to a specific job. A monthly report is generated by job and submitted with the invoice. There is no additional cost to the city. The facility is Agua Mansa MRF at 1830 Agua Mansa Rd. in Riverside CA 92509.

No Subcontractors will be used on this job.

R.F.P. # E-1/09
EXHIBIT E – cont.

CERTIFICATION OF NON-DISCRIMINATION Error! Reference source not found

Pursuant to California Labor Code Section 1735, as added by chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of the race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read and understand the foregoing:

SIGNATURE _____

Jose Alfaro, President

Excel Landscape Inc.
12/10/09

R.F.P. # E-7/10
EXHIBIT E – cont.

PROPOSAL AFFIRMANTION

With regard to the information provided hereinabove (Proposal Schedule A), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any contract between the Moreno Valley Community Services District and **Excel Landscape Inc.,** and as a further result, the aforesaid firm may be bared from participation in future District contracts as well as be subject to possible criminal prosecution, and;
- I have legal authority to bind **Excel Landscape Inc.,** to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE SIGNED

SIGNATURES

Jose Alfaro, President

Josie Alfaro, Secretary/Treasurer

Excel Landscape Inc.
12/10/09

R.F.P. # E-7/10
EXHIBIT E – cont.

SCHEDULE II

BID SCHEDULE

Excel Landscape Inc.

SITE	COST PER MONTH	TOTAL COST FOR 12 MONTHS
Designated E-7 Parkways & Medians	**$2,777.17**	**$33,326.04**
TOTALS	**$2,777.17**	**$33,326.04**

Total Proposal Amount in figures:

$33,326.04

Total Proposal Amount in words:

Thirty Three Thousand Three Hundred Twenty Six and 04/100

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway irrigation and landscaping as set forth in Exhibit A of this contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s)_____has/have been received and is/are made a part of this proposal.

Jose Alfaro

Jose Alfaro, President

12/10/09

R.F.P # E-7/10
EXHIBIT E - cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

A.

Prices for Emergency Work, Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibit A., Section 3., paragraph e., and; Exhibit C., Section 2., paragraphs a. through d..

UNIT PRICES

1	Pop-up sprinkler in place:	4"	@	$	16.00 ea.
		6"	@	$	19.00 ea.
		12"	@	$	28.00 ea.
2	Pop-up gear drive sprinkler in place:	4"	@	$	28.00 ea.
		12"	@	$	38.00 ea.
3	Fixed shrub sprinkler in place:		@	$	14.00 ea.
4	Fixed shrub gear drive sprinkler in place:		@	$	26.00 ea.
5	1 gal. shrub/vine/ground cover in place:		@	$	10.00 ea.
6	5 gal. shrub/vine/ground cover in place:		@	$	19.00 ea.
7	5 gal tree in place (stakes included)		@	$	55.00 ea.
8	15 gal tree in place (stakes included)		@	$	95.00 ea.
9	24" box tree in place (stakes included)		@	$	210.00 ea.
10	36" box tree in place (guy wires included)		@	$	400.00 ea.
11	Flat of ground cover in place		@	$	19.00 ea.
12	Planter bed mulch in place		@	$	45.00 yd
13	Turf renovation (include de-thatch, overseed,		@	$	95.00 1/K
14	Additional turf Aeration		@	$	50.00 1/K
15	Additional labor		@	$	25.00 hr.
16	Additional Supervision		@	$	30.00 hr.
17	Additional Irrigation Technician		@	$	45.00 hr.
		Total			$1,267.00

EXCEL LANDSCAPE INC.

R.F.P. # E-7/10
EXHIBIT E – cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ANRE HEREBY MADE A PART OF THIS AGREEMENT

COST SECTION A: (ADD ITEMS 1 THROUGH 15: FROM PREVIOUS PAGE) **$1,267.00**

ROUTINE IRRIGATION REPAIR PRICES

A. 18. Irrigation repair parts for routine repairs @ cost plus 20%

COMPUTE TOTAL COST, SECTION A:

STEP 1: MULTIPLY "COST SECTION A" BY THE "COST PLUS" PERCENTAGE ENTERED FOR ITEM A. 18.

STEP 2: ADD THE COMPUTATION RESULT TO "COST SECTION A" AND ENTER BELOW

TOTAL COST SECTION A: $1,520.40

B. Unit prices for Additional Work (additional landscape areas) per Section 3., paragraph f.

1. Additional parkway areas, planters (trees to 18-feet height, shrubs, ground cover included, as applicable). **$ .029**/sq. ft./mo

2. Additional parkway areas, turf (trees to 18-feet height, shrubs, ground cover included, as applicable). **$ .029**/sq. ft./mo.

TOTAL COST SECTION B:

ITEMS 1 & 2 ABOVE = **$.058**

C. Any other Additional Work shall be quoted per Section 3., paragraph d. of the Terms & Conditions. TOTAL ADDITIONAL WORK PRICE COST:

SUM OF TOTAL COSTS FOR SECTION A & B: = **$1,520.45**

EXCEL LANDSCAPE INC.

R.F.P. #E-7/10
EXHIBIT E – cont.

CONTRACT PROPOSAL

The undersigned declares that he has carefully examined the location(s) of the proposed work, that he has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the City for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth on the following proposal. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM BASE COMPENSATION SHEET):

Thirty Three Thousand Tree Hundred Twenty Six and 04/100

$33,326.04

TOTAL ADDITIONAL WORK PRICE COST (FROM ADDATIONAL WORK PRICE LIST):

One Thousand Five Hundred Twenty and 45/100

$1,520.45

TOTAL COMBINED BASE COMPENSATION AMOUNT AND ADDITIONAL WORK PRICE COST:

Thirty Four Thousand Eight Hundred Forty Six and 49 /100

$34,846.49

December 10, 2009

EXCEL LANDSCAPE INC.

Jose Alfaro

Jose Alfaro, President

C27 694553

INCORPORATED UNDER LAWS OF THE STATE OF CALIFORNIA

Jose Alfaro

PRESIDENT

(Corporate Seal)

Josie C Alfaro

SECRETARY

R.F.P. # E-7/10
EXHIBIT E – cont.

AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is a Proposal Surety Bond for 10% of the amount bid, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check of Proposal Surety Bond is to be returned to the undersigned.

12/10/09

Signature of Proposer _____

Jose Alfaro, President
710 Rimpau Ave. Ste. 108
Corona, CA 92879

951-735-9650

Names and Addresses of Members of the Firm:

Jose Alfaro, President
Josie Alfaro, Secretary/Treasurer

Signature of Proposer _____

Jose Alfaro, President
710 Rimpau Ave. Ste. 108
Corona, CA 92879

R.F.P. # E-7/10
EXHIBIT E – cont.

Affirmation of Proposal Guarantee (cont.)

Incorporated under Laws of the State of California

State License Number and Classification C-27 694553

PRESIDENT Jose Alfaro

SEC/TRES Josie Alfaro

(Corporate Seal)

R.F.P. # E-7/10
EXHIBIT E – cont.

PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Excel Landscape, Inc.

_____, as

principals, and First National Insurance Company of America, a duly

authorized corporate surety: Business Address

3323 City Blvd. West, Ste. 300, Orange, CA 92868,

Phone (800) 763-9268, are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of Ten Percent of the Amount Bid Dollars, ($ ---10% Amount Bid), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly,and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about to hand in and submit to the Board of Directors of the Moreno Valley Community Services District, a proposal for **PROJECT NO. E-7/10 – CENTERPOINTE, MAINTENANCE OF PARKWAY & MEDIAN LANDSCAPING AND IRRIGATION**, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said Board of Directors, and if the said principal shall fail or neglect to enter into a Contract therefor within the required time, then in that case the undersigned obligers will pay to the Moreno Valley Community Services District the full sum of Ten Percent of the Amount Bid Dollars, ($ ---10% Amount Bid), as liquidated damages for such failure and neglect.

WITNESS our hands this 4th day of December, 2009.

(SIGNATURE PAGE FOLLOWS)

R.F.P. # E-7/10
EXHIBIT E – cont.

Proposal Surety Bond (cont.)

PRINCIPAL	CORPORATE SURETY
Name: Excel Landscape, Inc.	Name: First National Insurance Company of America
Address: 710 Rimpau Ave., Ste. 108	Address: 333 City Blvd. West, Ste 300
Corona, CA 92879	Orange, CA 92868
Tel. No.: (951) 735-9650	Tel. No.: (800) 763-9268
By:	By: Attorney-in-Fact Shannon Lopez

NOTE: **This bond must be executed by both parties, and in the case of a corporation, with the corporate seal affixed. All signatures must be acknowledged (attach Acknowledgments). The attorney-in-fact for the bonding company must be registered in at least one county in the State of California.**

RISK MANAGEMENT
Approved

By Date 5-11-10

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Riverside

On Dec. 10, 2009 (Date) before me, Glenn A. Brady Notary Public (Here Insert Name and Title of the Officer)

personally appeared Jose Alfaro (Name(s) of Signer(s))

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

GLENN A. BRADY
Commission # 1697219
Notary Public - California
Riverside County
My Comm. Expires Oct 2, 2010

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

WITNESS my hand and official seal.

Signature Glenn A. Brady (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Proposal Surety Bond

Document Date: 12/10/09 Number of Pages: 4

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jose Angel Alfaro
- ☑ Individual
- ☐ Corporate Officer — Title(s):
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:
- ☐ Individual
- ☐ Corporate Officer — Title(s):
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
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CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On December 4, 2009 before me Raquel L. Soto, Notary Public, personally appeared

Shannon Lopez

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

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

WITNESS ~~my hand~~ and official seal.

Signature Raquel L. Soto (Seal)

RAQUEL L. SOTO
COMM. #1775672
NOTARY PUBLIC-CALIFORNIA
SAN BERNARDINO, COUNTY
My Comm. Exp. NOV 21, 2011

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ ~~INDIVIDUAL~~
- ☐ ~~CORPORATE OFFICER~~

Title(s)

- ☐ ~~PARTNERS~~ ☐ ~~LIMITED~~ ☐ ~~GENERAL~~
- ☒ ATTORNEY-IN-FACT
- ☐ ~~TRUSTEE(S)~~
- ☐ ~~GUARDIAN/CONSERVATOR~~
- ☐ ~~OTHER:~~

SIGNER IS REPRESENTING:
First National Insurance Company of America

DESCRIPTION OF ATTACHED DOCUMENT

Bid Bond
Title or Type of Document

2
Number of Pages

December 4, 2009
Date of Document

Excel Landscape, Inc.
Signer(s) other than Named Above

Liberty Mutual.

POWER OF ATTORNEY

First National Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

KNOW ALL BY THESE PRESENTS: No. 10918

That **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, a Washington corporation, does hereby appoint

*********MARTIN M. DAVIS; PETER M. DAVIS; GEORGE A. DECRISTO; GALE DELO; SHANNON LOPEZ; KENZIE K. THOMPSON; Redlands, California**********

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, FIRST NATIONAL INSURANCE COMPANY OF AMERICA has executed and attested these presents

this 21st day of March, 2009.

Dexter R. Legg — T A Mikolajewski

Dexter R. Legg, Secretary — **Timothy A. Mikolajewski, Vice President**

CERTIFICATE

Extract from the By-Laws of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA:**

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of
FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

(i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 4th day of December, 2009.

FIRST NATIONAL INSURANCE COMPANY OF AMERICA — CORPORATE SEAL — 1928 — STATE OF WASHINGTON

Dexter R. Legg

Dexter R. Legg, Secretary

S-1049/DF 3/09

WEB PDF

MV00204312

R.F.P. #E-7/10
EXHIBIT E – cont.

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)§

Jose Alfaro, affiant being first duly sworn, deposes and says:

That he is President of **EXCEL LANDSCAPE INC.** the party making the foregoing bid, that the bid is not make in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, of corporation; that the bid is genuine and not collusive of sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and gas not directly or indirectly colluded, conspired, connived, or agreed with any bidder of anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly of indirectly, sought by agreement, communication, of conference with anyone to fix the bid price of the bidder of any other bidder, or to fix any overhead, profit, of cost element of the bid price, or of that of any other bidde4r, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly of indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Jose Alfaro
710 Rimpau Ave, Ste. 108
Corona, CA 92879

951-735-9650

SIGNATURE Jose Alfaro

Jose Alfaro, President

ALL SIGNATURES MUST BE NOTARIZED

(See Attached Acknowledgement)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Riverside

On Dec. 10, 2009 (Date) before me, Glenn A. Brady Notary Public (Here Insert Name and Title of the Officer),

personally appeared Jose Alfaro (Name(s) of Signer(s))

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

GLENN A. BRADY
Commission # 1697219
Notary Public - California
Riverside County
My Comm. Expires Oct 2, 2010

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

WITNESS my hand and official seal.

Signature Glenn A. Brady (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Non-collusion affidavit

Document Date: 12-10-2009 Number of Pages: 1

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jose Alfaro
- ☑ Individual
- ☐ Corporate Officer — Title(s):
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:
- ☐ Individual
- ☐ Corporate Officer — Title(s):
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
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Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-7 • Centerpointe

Map Produced by Moreno Valley Geographic Information System
File: n:\Landing\Special Districts\E7_8.5x11.mxd
November 28, 2017

The information shown on this map was compiled from the Riverside County GIS database, City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only, and should not be relied upon or used in legal land application or for surveying. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any errors, omissions or misuse of resulting from the use of this map. This map is made to the best of our ability.

Landscaped Median

Landscaped Parkway

Zone E-7 Parcels

MORENO VALLEY

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: THIRD EXTENSION OF THE AGREEMENT - PROJECT NO. E-16/10 MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

RECOMMENDED ACTION

Recommendations:

1. Approve the Third Extension of the Agreement ("Third Extension Agreement") for Maintenance of Parkway and Median Landscaping and Irrigation Project No. E-16/10, with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for the E-16 (Shadow Mountain) landscaped area.

2. Authorize the City Manager to execute the Third Extension Agreement for E-16/10 with TruGreen Landcare.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to TruGreen Landcare in the not-to-exceed (NTE) amount of $37,040.00 ($29,820.00 for base services and $7,220.00 for additional work services).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include:

Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services.

Zone E (extensive landscape maintenance), provides landscape maintenance services at full (standard) or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), E-15 (Celebration), and E-16 (Shadow Mountain).

Zone M (Commercial, Industrial, and/or Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide, and

Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors that perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement (Agreement). In accordance with the terms of the Agreement, annual extensions of the Agreement (Extension Agreement) may be entered into up to no more than 4 extensions of the original Agreement, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the CSD (District) and Contractor, at the base rate as provided in the Agreement, plus an additional amount for extra or unanticipated work (additional work amount) that may be performed during the term of the Agreement plus any applicable Extension Agreement.

The Agreement or Extension Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. “Base services” include: mowing, edging and trimming of turf grass areas, pruning and trimming of shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes

and groundcovers, and pesticide applications. Base services are performed on a scheduled rotation basis. "Additional work services" include, but are not necessarily limited to, additional labor and material costs for irrigation repairs, plant material replacement, fertilizer applications and the addition of added square footage of landscaped areas to be added to a Zone's service area at the unit prices for additional work as specified in the Agreement.

DISCUSSION

On December 3, 2009, the Special Districts Division of the Financial and Management Services Department (formerly the Public Works Department) received valid proposals from four (4) landscape maintenance firms in response to a Request for Proposal (RFP) to provide standard maintenance of the landscaped parkways, medians and the irrigation system associated with Zone E-16. On June 21, 2010, upon staff's evaluation of the proposals and recommendation, the City Engineer, acting in their capacity as the District Engineer to the Moreno Valley CSD, with the approval as to the legal form by the City Attorney, awarded the contract for landscape maintenance of Zone E-16 parkways and medians to TruGreen Landcare, Corona, California (the "Contractor"). The amount of the Agreement for the initial twelve-month term was $34,320.00 for standard service level landscape maintenance ($29,820.00 for base services; $4,500.00 for estimated additional work).

The service levels provided are consistent with the terms of the CSD Zone E General Service Level Guidelines, as listed in the CSD Zone E Service Plan Policy, (adopted by the CSD Board on September 25, 2007, as amended on April 26, 2011). The Contractor has consistently provided satisfactory service in accordance with the terms of the Agreement and as extended per subsequent Extensions of the Agreement, (a First Extension and a Second Extension at the same base as the original Agreement with an increase in the additional work amount) and has agreed to extend the Agreement based upon the same terms in accordance with the standard service level for Zone E-16.

Approval of the Extension Agreement for Fiscal Year 2013/14

Approval of the Third Extension Agreement is being recommended for authorization in the NTE amount of $37,040.20 ($29,820.00 for Zone E-16 base maintenance services, and $7,220.00 for Zone E-16 additional work). This is the third of four possible extensions allowed per the terms of the Agreement.

Authority for City Manager Approval of Extension Agreements for the Balance of Available Extensions to the Agreement.

Pursuant to City Council Resolution No. 2008-115, the City Council shall provide approval of procurements greater than $100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the E-6/10 Agreement, as may be allowed per the

terms of the Agreement. Potential extensions are those extensions which may be allowed, contingent upon satisfactory service by the Contractor and concurrence by the City and Contractor to enter into an extension of the Agreement, or the Agreement as Amended.

E-16/10						
	FY 2010/11 Original Agreement	FY 2011/12 First Extension	FY 2012/13 Second Extension	FY 2013/14 Proposed Third Extension[1]	FY 2014/15 Potential Fourth Extension[2]	Cumulative Total
Base	$ 29,820.00	$ 29,820.00	$ 29,820.00	$ 29,820.00	$ 29,820.00	$ 149,100.00
Additional Work	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 7,220.00	$ 7,220.00	$ 27,940.00
Total	$ 34,320.00	$ 34,320.00	$ 34,320.00	$ 37,040.00	$ 37,040.00	$ 177,040.00

[1] The additional work amount reflects a proposed increase for additional irrigation services and replants as may be required during FY 2013/14. Previously City staff responded to a majority of the irrigation repair and inspections; however with the decrease in staff, the Contractor is assuming added responsibities for these services in accordace with the additional work amounts as allowed per the terms of the Agreement.

[2] Extensions beyond 2013/14 are anticipated, based upon presently known information and may change in the future for reasons including, but not limited to adding additional service area, removing existing service area, and emergency work.

Staff is requesting the City Council authorize the City Manager to approve extensions and any necessary amendments up to, as well as associated purchase orders (P.O.) for all remaining extensions available, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council (CSD Board) and demonstration by the Contractor of having provided satisfactory performance of the services, per the terms of the Agreement in the prior year(s), and both the City and the Contractor mutually agreeing to extend the Agreement.

ALTERNATIVES

1. Approve the Third Extension Agreement for E-16/10 with TruGreen Landcare. in the form attached hereto to provide for the continuation of landscape maintenance services; authorize the City Manager to execute said Third Extension Agreement for E-16/10 with TruGreen Landcare; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $37,040.00 ($29,820.00 for Zone E-16 base services and $7,220.00 for Zone E-16 for additional work services); and authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement and authorize the associated P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will ensure uninterrupted landscape maintenance and irrigation services be provided to the parkways and medians associated with the Zone E-16 (Shadow Mountain) Specific Plan area.*

2. Do not approve the Third Extension Agreement for E-16/10 with TruGreen Landcare, in the form attached hereto to provide for the continuation of landscape maintenance services; nor authorize the City Manager to execute said Third Extension Agreement for E-16/10 with TruGreen Landcare.; nor authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $37,040.00 ($29,820.00 for Zone E-16 base services and $7,220.00 for Zone E-16 for additional work services); and do not authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement nor authorize subsequent P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative, there will be an interruption in landscape maintenance and irrigation services provided to the parkways and medians associated with the Zone E-16 (Shadow Mountain) landscaped areas, which will prevent necessary landscape maintenance services from being performed.*

FISCAL IMPACT

Administration and maintenance of Zone E is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills. Revenue from the parcel charges collected for Zone E-16 may only be used for landscape maintenance services associated with the parkways and medians in Zone E-16. **The costs for the maintenance services have been budgeted, respectively, for this Zone for the coming fiscal year**. **This action will not impact the City's General Fund.**

The following table represents the base and additional work costs for FY 2013/14 associated with the E-16/10 Third Extension Agreement for Zone E-16.

Service Area (Zone)	Contractor	GL Account	2013/14 Base Agreement Amount	2013/14 Additional Work Agreement Amount	2013/14 Total Agreement Amount
E-16	TruGreen Landcare	5013-30-79-25718-620910	$ 29,820.00	$ 7,220.00	$ 37,040.00

CITY COUNCIL GOALS

Community Image and Positive Environment:

City Council in their capacity as the CSD Board will allow for the continued promotion of community image, as well as neighborhood pride and cleanliness, through continued maintenance of parkways and medians of CSD maintained landscaped areas by approval of this item.

NOTIFICATION

N/A

ATTACHMENTS

1. Attachment 1 – Third Extension Agreement for E-16/10 for FY 2013/14
2. Attachment 2 – Extension to the Agreement (Second Extension Agreement) for E-16/10 for FY 2012/13
3. Attachment 3 – Extension to the Agreement (First Extension Agreement) for E-16/10 for FY 2011/12
4. Attachment 4 – Agreement for E-16/10 for FY 2010/11
5. Attachment 5 – Site Map – Zone E-16 (Shadow Mountain)

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

THIRD EXTENSION AGREEMENT
PROJECT NO. E-16/10
MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereinafter, "District") and **TruGreen Landcare,** (hereinafter, "Contractor").

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated June 21, 2010, referencing Project No. E-16/10 for the maintenance of parkway and median landscaping, and irrigation systems associated with Project No. E-16/10 Maintenance of Parkway and Median Landscaping and Irrigation for Zone E-16; and,

WHEREAS, landscape maintenance services provided during the initial term of the Agreement were sufficiently performed, and both District and Contractor mutually agreed to enter into an extension of the Agreement (First Extension Agreement), for the term of July 1, 2011 to June 30, 2012; and,

WHEREAS, landscape maintenance services provided during the term of the First Extension Agreement were sufficiently performed, and both District and Contractor mutually agreed to enter into an extension of the Agreement (Second Extension Agreement), for the term of July 1, 2012 to June 30, 2013; and,

WHEREAS, landscape maintenance services as provided under the Second Extension Agreement are being sufficiently performed; and,

WHEREAS, pursuant to the terms of the Agreement, both parties wish to further extend the Agreement (Third Extension Agreement); and,

WHEREAS, the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The Third Extension Agreement period shall commence on **July 1, 2013** and shall terminate on **June 30, 2014.**

2. In accordance with Exhibit D.,1., b., of the Agreement, this Third Extension Agreement shall be considered the third of four possible extensions of the Agreement.

3. For the period of this Third Extension Agreement and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for work (labor, materials, supplies, equipment, etc.) performed under this Third Extension Agreement for maintenance of the parkway and medians of E-16 consistent with the payment terms (Exhibit C) of the Agreement in the total amount of **TWO THOUSAND FOUR HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS ($2,485.00)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **TWENTY-NINE THOUSAND EIGHT HUNDRED TWENTY AND 00/100 DOLLARS ($29,820.00).**

4. Notwithstanding Exhibit E, Additional Work Price List, B., of the Agreement, the unit cost set forth in the Additional Work Price List for any landscape areas added to the project during the period of this Third Extension Agreement shall be as follows:

    a. Additional parkway areas, planters (trees up to 18-feet height, as applicable). **$0.023/sq.ft./mo.**

    b. Additional parkway areas, turf (trees up to 18-feet height, shrubs, ground cover included, as applicable). **$0.020/sq. ft./mo.**

5. Notwithstanding Exhibit C., 2., e., of the Agreement, for the period of this Third Extension Agreement and except as specifically approved by subsequent action of the CSD Board or City Manager, as directed by the CSD Board, the Director (the Chief Financial Officer/City Treasurer or their designated appointee) may not authorize additional work pursuant to this Third Extension Agreement or the original Agreement in excess of the cumulative total of **SEVEN THOUSAND TWO HUNDRED TWENTY AND 00/100 DOLLARS ($7,220.00).**

6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

THIRD EXTENSION AGREEMENT
PROJECT NO. E-16/10
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

City of Moreno Valley	Contractor: TruGreen Landcare
By: _____	By: _____
Title: City Manager, Acting in the capacity of District Manager to the Moreno Valley Community Services District	Title: (President or Vice President)
Date: _____	Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary

Date: _____
Affix Corporate Seal Below

EXTENSION AGREEMENT
PROJECT NO. E-16/10
MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **TruGreen Landcare,** (hereafter, "Contractor")

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated June 21, 2010, referencing Project No. E-16/10 for the maintenance of parkway and median landscaping and irrigation systems associated with the District's E-16 Shadow Mountain landscape service area.

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement.

WHEREAS, the Extension of the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2012** and shall terminate on **June 30, 2013.**

2. In accordance with Exhibit D, Section 1b of the Agreement, this Extension shall be considered the second of four possible extensions of the Agreement.

3. For the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension for maintenance of the parkway and medians consistent with the terms of the Agreement in the total amount of **TWO THOUSAND FOUR HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS ($2,485.00)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **TWENTY-NINE THOUSAND EIGHT HUNDRED TWENTY AND 00/100 DOLLARS ($29,820.00).**

4. Notwithstanding Exhibit E of the Agreement, Additional Work Pricing of the Agreement, the unit cost set forth in the Additional Work Price List, Exhibit E, Section B. for any landscape areas added to the project during the period of this Extension shall be as follows:

    a. Additional parkway areas, planters (trees up to 18-feet height, as applicable). **$0.023/sq.ft./mo.**

    b. Additional parkway areas, turf (trees up to 18-feet height, shrubs, ground cover included, as applicable). **$0.020/sq. ft./mo.**

5. Notwithstanding Exhibit C., Numeral 2, Letter e. of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the City Council, the Director (the Public Works Director/City Engineer or his designated appointee) may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($4,500.00).**

6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

EXTENSION AGREEMENT
PROJECT NO. E-16/10
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

City of Moreno Valley	Contractor: TruGreen Landcare
By: Richard Teichert	By:
Title: Financial & Administrative Services Director, acting in the capacity of Chief Fiscal Officer to the Moreno Valley Community Services District	Title: (President or Vice President) Tim Martinez, Region Manager
Date: 7/9/12	Date: 5/28/12

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

Suzanne Bryant
Deputy City Attorney

7-9-12
Date

RECOMMENDED FOR APPROVAL:

Department Head

7/10/12
Date

By:
Title: Corporate Secretary or Assistant Secretary

Date:

Affix Corporate Seal Below

EXTENSION AGREEMENT
PROJECT NO. E-16/10
MAINTENANCE OF LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **TRUGREEN LANDCARE** (hereafter, "Contractor").

WHEREAS, the District and Contractor entered into an agreement dated June 21, 2010 referencing Project No. E-16/10 regarding landscaping and irrigation maintenance (hereafter, "Agreement").

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement by a period of twelve (12) months under the following additional terms:

1. The extension period shall commence on **July 1, 2011**, and shall terminate on **June 30, 2012.**

2. In accordance with paragraph 5(b) of the Agreement, this Extension shall be considered the first extension of the Agreement AND THE Agreement may be extended for up to three (3) additional twelve (12) month periods with the concurrence of both parties.

3. Notwithstanding Exhibit C paragraph 1(b) of the Agreement, for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension the total amount of **TWO THOUSAND FOUR HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS ($2,485.00)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **TWENTY-NINE THOUSAND EIGHT HUNDRED TWENTY AND 00/100 DOLLARS ($29,820.00)**

4. Notwithstanding paragraph 3(f) of the Agreement, the unit cost set forth in the Additional Work Price List, Section B. for any landscape areas added to the project during the period of this Extension shall be as follows:

   a. Additional parkway areas, turf (trees up to 18-feet height, as applicable). **$ 0.02/sq. ft./mo.**.

   b. Additional parkway areas, planters (trees up to 18-feet height, shrubs, ground cover included, as applicable). **$0.023/sq. ft./mo.**.

5. Notwithstanding paragraph 3(h) of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($4,500.00).**

6. Except as set forth above, all other terms and conditions of the Agreement shall remain in full force and effect.

Dated: 6/30/11

MORENO VALLEY COMMUNITY SERVICES DISTRICT

By: Richard Beichert 7/7/11
Public Works Director, acting in the capacity of
Financial & Administrative Services Director,
acting in the capacity of Chief Fiscal Officer
to the Moreno Valley Community Services
District

CONTRACTOR:

Signature	Manuel Mendes Signature
Printed Name	MANUEL MENDES Printed Name
Title	BRANCH MANAGER Title
Company Name	(Corporate Seal)

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

6/27/11
Date

RECOMMENDED FOR APPROVAL:

Department Head

6/30/11
Date

TRUGREEN LandCare℠

DESIGNATION OF REPRESENTATIVE

I, Thomas E. Courtney, Vice President & Associate General Counsel of TruGreen LandCare L.L.C., the general partner of TRUGREEN LANDCARE, a California general partnership ("Company"), with full power and authority, do hereby authorize and direct Manny Mendes, Branch Manager, TruGreen LandCare, 1616 Marlborough, Building S, Riverside, California 92507 to represent the Company to execute any and all bid documents, related contracts and documents to effectuate the terms of the contract for the City of Moreno Valley R.F.P. #E-16/10 – Maintenance of Parkway and Median Landscaping and Irrigation for Shadow Mountain entered into on behalf of the Company with the Moreno Valley Community Services District.

This Designation of Representative expires at midnight on November 30, 2010.

TRUGREEN LANDCARE, a California general Partnership

By: TruGreen LandCare L.L.C.,
Its: General Partner

By: _____
Thomas E. Courtney
Vice President & Associate General Counsel

Dated: November 30, 2009

STATE OF TENNESSEE}
COUNTY OF SHELBY}

Before me, Letha W. Sanders, a Notary Public for said State and County, personally appeared THOMAS E. COURTNEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Vice President & Associate General Counsel of TruGreen LandCare L.L.C., a Delaware limited liability company, the General Partner of TRUGREEN LANDCARE, the within named bargainor, a California general partnership, and that he as such Vice President & Associate General Counsel, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand, at office, this 30th day of November, 2009.

LETHA W. SANDERS STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY

Letha W. Sanders
Notary Public

My Commission Expires: September 26, 2012

My Commission Expires: _____

MV00204330

Moreno Valley Community Services District
R.F.P. # E-16/10
Shadow Mountain

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement, effective as of the day signed by the Public Works Director (acting in the capacity of District Engineer to the Moreno Valley Community Services District), or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. **CONTRACTOR INFORMATION:**

Contractor's Name: TruGreen Landcare
Address: 1616 Marlborough Ave. Bld. S
City: Riverside , Ca 92507
Business Phone: 951-688-6880 Fax No.: 951-686-1436
Other Contact Number: _____
Social Security Number: _____
Business License Number: 07754
Federal Tax I.D. Number: 36-4313318
Contractors' License Number & Classification: 774548 C-27, C-61, D-49

2. **CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:**

A. The Contractor's scope of service, performance specifications, and/or additional terms and conditions are described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The District's responsibility, other than payment, is described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contractor Starting Date is July 1, 2010 and the Contractor Ending Date is June 30, 2011. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-

performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal submittal documents, including but not limited to the Notice Requesting Proposals, Instruction To Proposers, Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. **STANDARD TERMS AND CONDITIONS:**

A. Control of Work. Except for compliance with specifications and performance standards provided for in Exhibit "A," Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide any training to Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, RDA, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement.

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.
By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

J. Termination.
   a. Either party may terminate this Agreement upon breach of the Agreement by the other party. In the event the District terminates the Agreement, the Contractor shall perform no further services under the Agreement unless the notice of termination authorizes such further work.
   b. The District may terminate this Agreement without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractors time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Agreement. No officer or employee of the District or City shall have any financial interest in this Agreement in violation of federal, state, or local law.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor:
TruGreen Landcare
Riverside, CA 92507
951-688-6880
[Telephone number]
951-686-1436
[Fax number]

With a copy to:
_____
[Attorney for Contractor, if applicable]
_____
[Street Address]
_____
[Post Office Box, if applicable]
_____
[City, State, Zip Code]
_____
[Telephone number]
( )_____
[Fax number]
( )_____

To CSD:
MORENO VALLEY COMMUNITY SERVICES DISTRICT
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto
Telephone number: (951) 413-3480
Fax Number: (951) 413-3498

With a copy to:
City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: (951) 413-3036
Fax number: (951) 413-3034

SIGNATURE PAGE TO FOLLOW

R.F.P. # E-16/10

Moreno Valley Community Services District

By: _____
Public Works Director, acting in the capacity of District Engineer to the Moreno Valley Community Services District

Date: 6/21/10

Contractor

By: Manuel Mendez

Title: BRANCH MANAGER

Date: 5-20-10

By: _____

Title: _____

Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

6-17-10
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

Attachments

Project No. E-16/10
R.F.P. # E-16/10
EXHIBIT A

1. SCOPE OF WORK

a. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Contract Exhibit A.

b. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf and shrub areas designated hereunder; regularly maintain and prune trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

c. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

d. The Contractor shall be responsible for carefully reviewing the site(s), and verifying that all areas include the square footage noted for each location of proposed work. The Contractor shall not be relieved of his or her liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Specifications, and the actual conditions revealed during the examination of the locations of the proposed work.

2. SCHEDULING OF WORK

a. The Contractor shall adhere to the facilities, equipment and staffing schedule, and monthly and annual work schedules submitted as a part of Contractor's bid, and incorporated herein by this reference. These schedules, and any approved revisions thereto, shall be used by the District as a basis for determining Contractor's satisfactory performance.

b. Revisions to facilities, equipment, staffing, or monthly and annual work schedules shall not be implemented without the prior written approval of

the Director. The Contractor shall submit proposed revisions to equipment and staffing, or monthly and annual work schedules in writing to the District at the address as set forth in Section N. of the Agreement, at least ten (10) working days prior to commencing work per the proposed revisions.

c. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

d. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

e. The Contractor shall notify the Director in writing at least five (5) days prior to the date and time of all "Specialty" type maintenance operations, which shall include, but are not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended methods of execution, materials to be used, and the dates for commencement, and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

f. When inclement weather renders performance per approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor shall adjust his work force in order to accomplish those work items not affected by weather, and shall contact District field staff to inform them of said alternate work assignments. Failure to so advise the District may be cause for assessment of non-performance penalties, per Exhibit C, Section 4.

g. For the purposes of this Contract, "Working Days" shall be Mondays through Fridays. The hours of maintenance service shall be 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule approved the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas	December 25

If a holiday falls upon a Sunday, the following Monday shall be the date the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, contractor shall submit a proposed make-up day for the Director's approval.

3. FUNCTIONS AND RESPONSIBILITIES

a. The Director and Contractor shall conduct an inspection of all sites covered under this Agreement as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Agreement. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

b. The Contractor shall maintain on an ongoing basis a monthly log that records all work performed by Contractor. Said log shall be in a form and content acceptable to the Director (see Contract Documents, Appendix B), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

c. The Contractor shall perform at least one maintenance inspection weekly during daylight hours of all sites. Such inspection shall be both visual and operational, including but not limited to, operation of all automatic irrigation

systems to check for proper condition, and reliability. Additionally, the Director may require Contractor to attend meetings with District field staff at some fixed interval to review Contractor's operations, and schedule such future work as may be ordered by the Director. Failure to conduct said weekly inspections or attend regularly scheduled meetings, may result in the assessment of non-performance penalties per Exhibit C., Section 4.

d. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in Contractor's firm name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Section 3., paragraph e. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, two-way radio, pager, or car phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service, and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

e. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at <u>any</u> time:

1. City Manager
2. Director of Public Works
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Landscape District Program Manager
7. Senior Landscape Services Inspector
8. Landscape Services Inspector
9. Street Maint. Supervisor

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2., paragraphs a. and b., unless said emergency is determined to have been caused by an act or omission attributable to Contractor.

4. CONTRACTOR'S STAFF

a. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

b. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper and efficient manner at all times, and shall cause the least possible inconvenience to the public.

c. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the District.

d. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to proper shoes, other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements, and wearing of proper clothing.

Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

e. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards, and its branch offices.

6. COMPLAINTS

a. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3., paragraph a.

b. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above.

c. In addition to the provisions of Section 6., paragraph a. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

a. The Contractor agrees to perform all work outlined in these Specifications in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all

applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

b. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2003 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between 3:30 p.m. and 6:00 p.m.

c. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

d. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) days following the occurrence.

e. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3. of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section of the General Provisions may result in contract termination, per Agreement, Section J.

R.F.P. # E-16/10
EXHIBIT A – cont.

8. USE OF CHEMICALS

a. Before the beginning of the contract period, the Contractor shall submit a list of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals approved by the State of California Department of Food and Agriculture, and shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS).

b. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.

d. Contractor shall report all fertilizers and pesticides used in performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3., paragraph b. above. This report shall include: date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of contract. By submitting a proposal, the Contractor certifies to the City that he has trained his employees and subcontractors, if any, for Urban Runoff Management, and included sufficient sums in his base compensation proposal amount to cover such costs of said training.

R.F.P. # E-16/10
EXHIBIT A – cont.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

a. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the period of work on this contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

b. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

a. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this contract, as required by California Labor Code Section 1776.

b. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

c. The District may withhold from Contractor's progress payments the penal sum of $25.00 per calendar day (or portion thereof) for each workman employed in connection with this contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

a. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

b. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

a. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

b. Repairs made to sites and site appurtenances that are damaged as a result of Acts of God, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2., paragraphs a. and b.

R.F.P. # E-16/10
EXHIBIT A – cont.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

R.F.P. # E-16/10
EXHIBIT A – cont.

R.F.P. # E-16/10
TECHNICAL PROVISIONS - LANDSCAPE

1. TURF CARE

a. All turf areas shall be mowed, edged, and trimmed weekly-on no more than two (2) consecutive days-weather and site conditions permitting. Any prolonged deviation from this schedule shall require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

b. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

c. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

d. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

e. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

f. Mowing height for cool season grasses shall not exceed three inches (3")

g. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.

h. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

i. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

j. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

k. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

l. Fertilization: See Technical Provisions - Fertilization, Section 1., paragraphs a. through f.

m. Pest control: See Technical Provisions - Pesticide Use, Section 4., paragraphs a., b, and c.

n. Aeration:

1. All turf areas shall be aerated two (2) times annually;

2. Aeration shall be done in the spring and fall, or as directed by District field staff;

3. Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

4. Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

5. Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

6. Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions - Fertilization Specifications, Section 1., paragraphs a. (Table I), b., c., d., and e.

o. Renovation/thatching operations are to be considered Additional Work, per Exhibit C., Section 2., paragraphs a. and b.

2. TREE CARE

a. All trees are to be maintained in a manner that will promote normal, healthy growth.

b. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2., paragraphs a., and b.

c. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

d. Any tree shall be pruned at any time in order to:

1. Remove dead, diseased, or damaged branches;

2. Remove unwanted encroachments into public and/or utility rights-of-way;

3. Correct any condition which the Director has deemed to be hazardous.

e. Trees up to eighteen feet (18') in height shall:

1. Be pruned to enable successful adaptation to their particular site situation;

2. Have no more than one-third (1/3) of living branches removed annually;

3. Be fertilized only as directed by District field staff.

f. Trees over eighteen feet (18') in height shall:

1. Be inspected annually;

2. Pruned and/or trimmed as necessary to maintain proper site orientation;

3. Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

4. Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

g. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order;

2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

h. The following practices shall not be allowed:

1. Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

3. Use of pruning paint/pruning compound/wound dressing;

4. Use of climbing spurs or gaffs.

i. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

j. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodgepole-type stakes is the minimum District standard.

k. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

l. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a. through d., below.

3. SHRUB CARE

a. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

b. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

c. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

d. Any shrub shall be pruned and/or trimmed at any time in order to:

1. Remove dead, diseased, or damaged branches;

2. Remove unwanted encroachments into public and/or utility rights-of-way;

3. Correct any condition which the Director has deemed to be hazardous.

e. Shrubs shall be pruned:

1. To enable successful adaptation to their particular site situation;

2. Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

3. As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

f. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order;

2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

g. The following practices shall <u>not</u> be allowed:

1. Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") <u>will be done only when authorized by the Director on a site-specific basis</u>.

2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

3. Use of pruning paint/pruning compound/wound dressing.

h. Fertilization: See <u>Technical Provisions - Fertilization</u>, Section 2., paragraphs a. through e., below.

i. Pest control: See <u>Technical Provisions – Pesticide Use</u>, Section 3., paragraphs a., b., c., and d.

4. <u>GROUND COVER CARE</u>

a. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

b. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

c. Ground covers shall be pruned/trimmed at any time in order to:

1. Remove dead, diseased, or damaged branches/crowns;

2. Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

3. Correct any condition which the Director has deemed to be hazardous.

d. Ground covers shall be pruned/trimmed/renovated:

1. To enable successful adaptation to their particular site situation;

2. In accordance with accepted practices for the particular species in question;

3. As often as is necessary to accomplish the results intended in paragraphs 1. and 2. above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

e. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order;

2. Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

f. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

g. Fertilization: See Technical Provisions - Fertilization, Section 2., Paragraphs a. through e.

h. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a., b., c., and d.

R.F.P. # E-16/10
EXHIBIT A – cont.

5. WEED CONTROL

a. All weeds shall be continuously controlled at all sites.

b. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

c. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; non-landscaped portions of sites, as determined by the Director.

d. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

e. Chemical weed control: See Technical Provisions – Pesticide Use, Section 3., paragraph a.

f. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

6. IRRIGATION

a. All landscape sites shall at all times receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

b. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3.-Functions and Responsibilities, paragraph c., above. Said maintenance shall include, but not limited to: visual and operational inspections one (1) time per week; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

c. For the purposes of these Special Provisions, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties up to the amount of 11 percent of the Contractor's monthly base price as set forth in Exhibit C., Section 1., paragraph b. Repairs due to vandalism, theft, and acts or omissions by third parties in excess of the above indicated amount may be billed as Additional Work, per Exhibit C., Section 2., paragraph a.

d. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

e. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

f. Automatic irrigation systems shall:

1. Be inspected for, and repaired as necessary to ensure, proper operation, and coverage not less than one (1) time per week;

2. Be turned off during periods of rainfall, or as directed by District field staff;

3. Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

g. Manually operated irrigation systems shall:

1. Be operated only when Contractor's personnel are present on site;

2. Be inspected for, and repaired as necessary to ensure proper operation, and coverage not less than at each time of operation;

3. Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

h. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

i. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

7. DEBRIS/LITTER

a. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

b. Contractor shall make a minimum of one (1) visitation per week of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walks the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of this condition.

c. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

d. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2., paragraphs a. and b.

e. The Contractor shall dispose of all debris and litter as described in paragraphs a. and b. above off-site, and in a legal manner.

f. The Contractor shall notify the Director **immediately** whenever suspected hazardous waste materials are discovered on service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

g. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

R.F.P. # E-16/10
EXHIBIT A – cont.

8. GREENWASTE RECYCLING

a. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

b. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in performance of contract's Scope of Work.

c. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

d. The Contractor shall submit a Monthly Greenwaste Report (see Contract Documents-Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities, paragraph a., above. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

e. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

R.F.P. # E-16/10
EXHIBIT A – cont.

R.F.P. # E-16/10

TECHNICAL PROVISIONS - FERTILIZATION

1. TURF FERTILIZATION

a. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps.	Type of Fertilizer	Rates per 1000 sq. ft. Lbs.of Actual N	Amt.of Fertilizer
JAN	-	-	-	-
FEB	-	-	-	-
MAR	-	-	-	-
APR	-	-	-	-
MAY	-	-	-	-
JUNE	-	-	-	-
JULY	-	-	-	-
AUG	-	-	-	-
SEPT	-	-	-	-
OCT	-	-	-	-
NOV	-	-	-	-
DEC	-	-	-	-

These fertilizers to contain micronutrients including iron. See following section on fertilizers

† See General Provisions, Section 4., paragraph K., and Landscape Maintenance Specifications, Section 1., paragraph n., Items 1. through 6.

‡ See Fertilization Specifications, Section 1., paragraphs c. and d. below.

b. Per Technical Provisions – Landscape Section 1.n.6., a humus base fertilizer shall be applied to turf areas immediately following spring and fall aeration operations. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Humus base fertilizers to be applied by drop spreader only.

d. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

e. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

f. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals, paragraph a. above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b. above.

g. Written notification is required to Director five (5) days prior to fertilizer application.

2. SHRUB & GROUND COVER FERTILIZATION

a. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Apps.	Type of Fertilizer	Rates per 1000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
APR	1	23-5-10*	1.5	6.5 lbs
SEPT	1	23-5-10*	1.5	6.5 lbs

* 23-5-10/BEST® POLY SUPREME or approved equal

b. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

c. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said contract, per Section 8. – Use of Chemicals, paragraph a., above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b., above.

d. Written notification is required to Director five (5) days prior to fertilizer application.

e. For fertilizer application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

3. TREE FERTILIZATION

a. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

a. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

1. Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

2. Absolutely no injecting or drilling into tree trunk will be allowed.

3. Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

4. Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

c. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said contract, per Section 8. – Use of Chemicals, paragraph a., above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b., above.

d. Written notification is required to Director five (5) days prior to fertilizer application.

e. For fertilizer application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

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EXHIBIT A – cont.

R.F.P. # E-16/10
TECHNICAL PROVISIONS – PESTICIDE USE

1. GENERAL

a. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.

b. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Agreement.

c. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

d. Before the beginning of contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used in the fulfillment of said contract, per Section 8., paragraph a., above. A valid written pesticide use recommendation for each pesticide so listed shall be submitted concurrently with this list. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, paragraph b., above, any changes, additions, deletions or substitutions to the recommended pesticides so listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

e. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

2. REPORTING SPECIFICATIONS

a. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall containaccurate and valid information. The Director may require that copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

b. For pesticide application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

b. A five (5) working day written notice shall be given to the Director prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

a. Weed Control

1. All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice annually, as determined by the Director.

2. Appropriate chemical control must be used on the following weeds. This list is inclusive; other species may be added by the Director as necessary.

Bermuda Grass
Kikuyu Grass
Nutsedge
Field Bindweed
Spurge

3. Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

b. Snail Control

1. Snails shall be controlled on a regular basis on the following plant species:

   Agapanthus africanus;
   Aptenia sp.;
   Gazania sp.;
   Hemerocallis sp.

2. Snails shall be controlled on an as needed basis on all other plant material.

3. Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Insect and Disease Control

1. The Director may require that tree species which are being subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

2. The Director may require that all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

3. The Director may require that all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

4. The Director may require that all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

5. All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

d. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notice from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

4. TURF - PESTICIDE USAGE CRITERIA

a. Weed Control

1. When Director determines that turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications.

2. All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use.

3. Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 2., paragraph a.

b. Insect and Disease Control

1. All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed.

2. All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director.

c. Vertebrate Pest Control

1. All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of notice from the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4., paragraph a.

PROJECT LOCATION MAP ON FOLLOWING PAGE

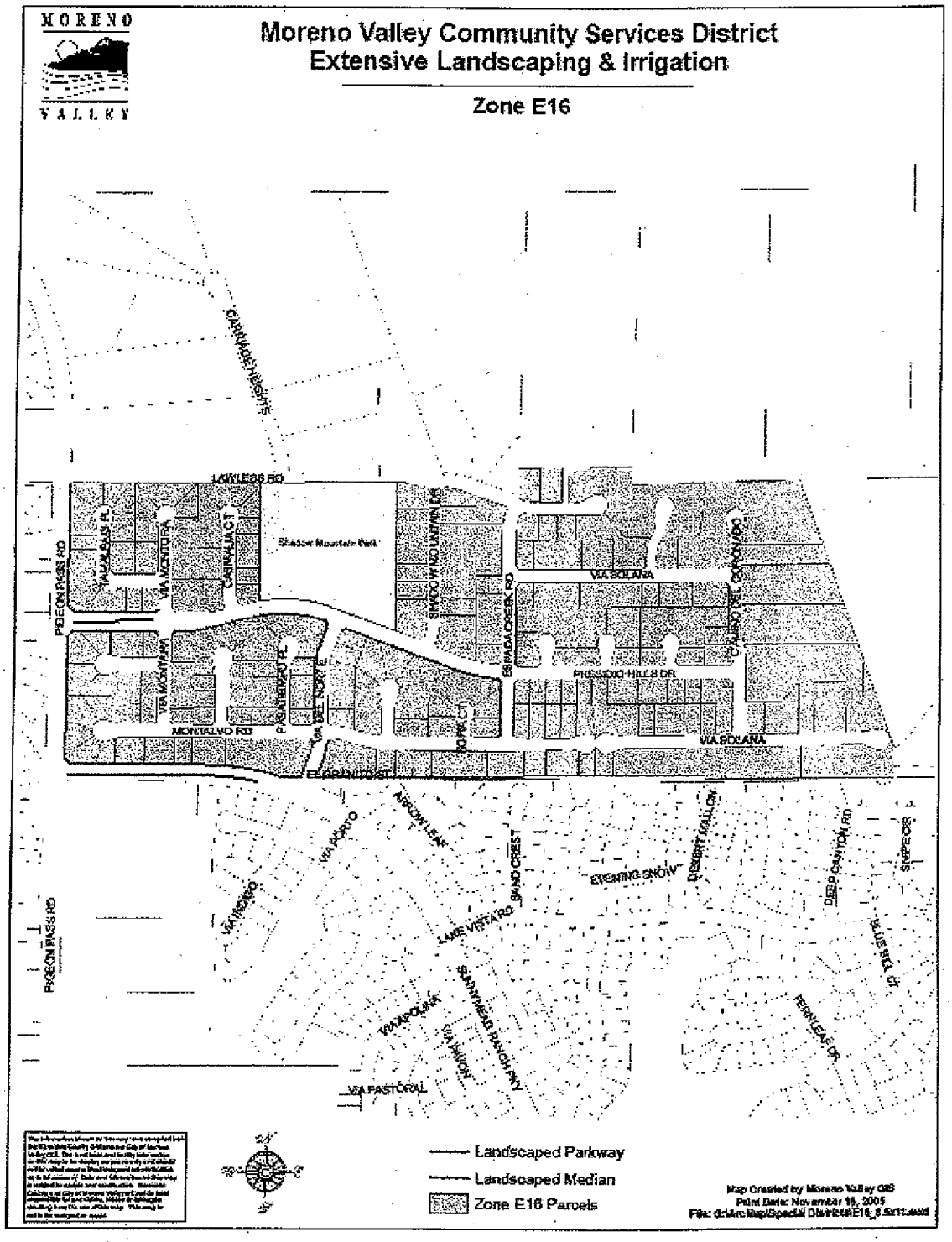
MORENO VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E16
LAKELAND RD
PIGEON PASS RD
VIA MONTOYA
CANALLA CT
Shadow Mountain Park
SHADOW MOUNTAIN DR
VIA SOLANA
CALLAO DEL CORONADO
BRADA CREEK RD
PRESIDIO HILLS DR
VIA DEL NORTE
MONTALVO RD
EL CAPRINO DR
VIA PORTO
ARROW LEAF
SAND CREST
EVENING SNOW
DESERT MALLOW
DEEP CANYON RD
SUPPE DR
LAKE VISTA RD
SUNNYMEAD RANCH PKY
VIA APOLONIA
VIA PAVON
VIA PASTORAL
BLUE BELL CT
FERN LEAF DR
Landscaped Parkway
Landscaped Median
Zone E16 Parcels
Map Created by Moreno Valley GIS
Print Date: November 16, 2005

R.F.P. # E-16/10

EXHIBIT B
District Responsibilities

1. CONTRACT SUPERVISION

a. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his delegated representative(s), hereinafter designated as "Director."

b. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity, and communications), and to maintain their appurtenances (i.e., water and electrical meters, backflow devices). The District will pay the costs of water, electricity, and communications used in the sites covered by this Contract. The Contractor shall report to the Director any interruption of these services for whatever reason immediately upon Contractor's observation of same.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

a. The District shall maintain in full force and effect throughout the entire term of the contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this contract.

b. Director must give consent in writing prior to application of any Category I pesticide.

Project No. E-16/10
R.F.P. # E-16/10
EXHIBIT C

Payment Terms

1. CONTRACTOR'S COMPENSATION

a. The Contractor will be paid monthly per site for work performed satisfactorily under this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports of: 1) maintenance performed, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month. These reports shall be accompanied by a billing in accordance with the Contract price for the work performed, and shall become the basis for payment. No payment(s) shall be made until aforesaid reports have been submitted, and approved.

b. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of TWO THOUSAND FOUR HUNDRED EIGHTY FIVE dollars and 00/100 ($2,485.00) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed TWENTY NINE THOUSAND EIGHT HUNDRED TWENTY dollars and 00/100 ($29,820.00), except as provided for in Section 2., paragraph c. below.

c. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

a. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain work in addition to that set forth herein as Contractor's Scope of Work. Said Additional Work shall include: Section 2., paragraph c. below ("Additional Landscape Areas"), and; Exhibit A work tasks described as Additional Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Additional Work Price List, Sections A., B., or C., or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined

by the Director. Except as set forth in Section 2., paragraph b. below, the Contractor shall not perform any such Additional Work without first obtaining express authorization from the District.

b. Notwithstanding the above requirement for prior authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the District for approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

c. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made of a new installation, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in the Exhibit E, Additional Work Price List, Section B., shall be prorated from the day the Contractor commences work on the additional areas.

d. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge <u>only</u> for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Additional Work Price List, Section A. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and 2) vandalism, theft, and acts or omissions by third parties up to the amount of 11 percent of Contractor's monthly base price as set forth in subsection 1.b. above.

e. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs a., b., and c. above in excess of the cumulative total of $4,500.00 for each contract year during the term of this Contract.

3. <u>PAYMENT DEDUCTIONS</u>

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

a. Work required in the General or Special Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is

incomplete;

b. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delay occasioned by the failure of the District, or of the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to Contractor from District, will be presented to the Contractor by the Director prior to actual deduction to allow for explanations.

Project No. E-16/10
R.F.P. # E-16/10
EXHIBIT D

Term of Contract

1. TERM OF CONTRACT

a. Following approval by both parties, the Contract will commence on July 1, 2010 and shall terminate twelve (12) months thereafter.

b. At the expiration of its term, the Contract may be extended for up to four additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph b.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Agreement, or any extension thereof.

c. In considering the option to extend the Contract, as set forth in paragraph b. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on verifiable increases in cost to the Contractor to provide services required under Contractor's Scope of Work, or the current regional Consumer Price Index as published by the Bureau of Labor Statistics, whichever basis is agreed to by both parties.

d. At the expiration of its term, the Contract may, with the concurrence of both parties, be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph d.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Agreement, or any extensions thereof.

e. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Community Services District. In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the Community Services District does not grant necessary funding appropriations and/or program approval, then the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

R.F.P. # E-16/10
EXHIBIT E – cont.

SCHEDULE II

BID SCHEDULE

PROPOSER: TRUGREEN LANDCARE
(Company Name)

SITE	COST PER MONTH	COST FOR TWELVE MONTHS
DESIGNATED E-16 PARKWAYS & MEDIANS	2485 .00	29,820 .00
TOTALS	2485 .00	29,820 .00

Total Proposal Amount in figures: $ 29,820 and 00 /100's Dollars

Total Proposal Amount in words: Twenty-nine thousand, eight hundred and twenty and 00 /100's Dollars

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway irrigation and landscaping as set forth in Exhibit A of this contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 0 **has/have been received and is/are made a part of this proposal.**

Manuel Mendez – BRANCH MANAGER 12-2-09
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

R.F.P. # E-16/10
EXHIBIT E – cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

A. Prices for Emergency Work, Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibit A., Section 3., paragraph e., and; Exhibit C., Section 2., paragraphs a. through d.

UNIT PRICES

1.	Pop-up sprink. In place:	4"	@	$ 9.00	ea
		6"	@	$ 13.00	ea
		12"	@	$ 20.00	ea
2.	Pop-up gear drive sprink. in place:	4"	@	$ 17.00	ea
		12"	@	$ 30.00	ea
3.	Fixed Shrub sprink. In place:		@	$ 6.00	ea
4.	Fixed shrub gear drive sprink. In place:		@	$ 15.00	ea
5.	1 gal. shrub/vine/ground cover in place		@	$ 8.00	ea
6.	5 gal. shrub/vine/ground cover in place		@	$ 25.00	ea
7.	5 gal. tree in place (stakes incl)		@	$ 32.00	ea
8.	15 gal. tree in place (stakes incl)		@	$ 80.00	ea
9.	24" box tree in place (stakes incl)		@	$ 275.00	ea
10.	36" box tree in place (guy wires incl)		@	$ 675.00	ea
11.	Flat of ground cover in place		@	$ 23.00	ea
12.	Planter bed mulch in place		@	$ 38.00	/cu. yd
13.	Additional labor		@	$ 30.00	/man hour
14.	Additional supervision		@	$ 45.00	/man hour
15.	Additional Irrigation Technician		@	$ 60.00	/man hour

PROPOSER: TRUGREEN LANDCARE
(Company Name)

R.F.P. # E-16/10
EXHIBIT E – cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

COST SECTION A, (ADD ITEMS 1 THROUGH 15: FROM PREVIOUS PAGE) $ 1401.00

ROUTINE IRRIGATION REPAIR PRICES

A. Irrigation repair parts for routine repairs @ cost plus 15 %

COMPUTE TOTAL COST, SECTION A:

STEP 1: MULTIPLY "COST SECTION A" BY THE "COST PLUS" PERCENTAGE ENTERED FOR ITEM A. 18. ABOVE

STEP 2: ADD THE COMPUTATION RESULT TO "COST SECTION A" AND ENTER BELOW

TOTAL COST OF SECTION A = $ 1611.15

B. Unit prices for Additional Work (additional landscape areas) per Section 3., paragraph f.

1. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ ~~0.020~~ 0.023 /sq. ft./mo.

2. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.020 /sq. ft./mo.

TOTAL COST SECTION B:
ITEMS 1 & 2 ABOVE = $ 0.043

C. Any other Additional Work shall be quoted per Section 3., paragraph d. of the Terms & Conditions. TOTAL ADDITIONAL WORK PRICE COST:

SUM OF TOTAL COSTS FOR SECTIONS A & B = $ 1611.193

PROPOSER: TRUGREEN LANDCARE
(Company Name)

R.F.P. # E-16/10
EXHIBIT E – cont.

CONTRACT PROPOSAL

The undersigned declares that he has carefully examined the location(s) of the proposed work, that he has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth on the following proposal. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM BASE COMPENSATION SHEET):
Twenty-nine thousand, eight hundred and twenty and zero/100's dollars
(Dollar Amount in Words)

$ 29,820.00/100
(Dollar Amount in Figures)

TOTAL ADDITIONAL WORK PRICE COST (FROM ADDITIONAL WORK PRICE LIST):
One thousand, six-hundred-eleven and nineteen/100's dollars
(Dollar Amount in Words)

$ 1611.193/100
(Dollar Amount in Figures)

TOTAL COMBINED BASE COMPENSATION AMOUNT AND ADDITIONAL WORK PRICE COST:
Thirty-one thousand, four hundred-thirty one and nineteen/100's dollars
(Dollar Amount in Words)

$ 31,431.19
(Dollar Amount in Figures)

Date: 12-2-09

Proposer: TRUGREEN LANDCARE
(Company Name)

By: Manuel Mendez
(Signature)

Title: BRANCH MANAGER

State License Number and Classification: 774548 C-61, D-49, C-27

If a corporation, complete the following:
INCORPORATED UNDER LAWS OF THE STATE OF _____

PRESIDENT _____

(Corporate Seal)

SECRETARY _____

R.F.P. # E-16/10
EXHIBIT E – cont.

AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is cash, a cashier's check, or a certified check, or a Proposal Surety Bond for_____, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated 12-2-09

Signature of Proposer Manuel Mendez

By TRUGREEN LANDCARE

Address of Proposer 1616 Marlborough Av. Bld.S
Riverside, CA. 92507

Telephone Number of Proposer (951) 688-6880

Names and Addresses of Members of the Firm:

_____

_____

(If a Corporation)

Signature of Proposer_____

By_____

Title_____

Business Address_____

_____

R.F.P. # E-16/10
EXHIBIT E – cont.

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of California

State License Number and Classification 774548 C-27, D-49

PRESIDENT_____

SECRETARY_____

TREASURER_____

(Corporate Seal)

TRUGREEN LandCare℠

DESIGNATION OF REPRESENTATIVE

I, Thomas E. Courtney, Vice President & Associate General Counsel of TruGreen LandCare L.L.C., the general partner of TRUGREEN LANDCARE, a California general partnership ("Company"), with full power and authority, do hereby authorize and direct Manny Mendes, Branch Manager, TruGreen LandCare, 1616 Marlborough, Building S, Riverside, California 92507 to represent the Company to execute any and all bid documents, related contracts and documents to effectuate the terms of the contract for the City of Moreno Valley R.F.P. #E-16/10 – Maintenance of Parkway and Median Landscaping and Irrigation for Shadow Mountain entered into on behalf of the Company with the Moreno Valley Community Services District.

This Designation of Representative expires at midnight on November 30, 2010.

TRUGREEN LANDCARE, a California general Partnership

By: TruGreen LandCare L.L.C.,
Its: General Partner

By: _____
Thomas E. Courtney
Vice President & Associate General Counsel

Dated: November 30, 2009

STATE OF TENNESSEE}
COUNTY OF SHELBY}

Before me, Letha W. Sanders, a Notary Public for said State and County, personally appeared THOMAS E. COURTNEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Vice President & Associate General Counsel of TruGreen LandCare L.L.C., a Delaware limited liability company, the General Partner of TRUGREEN LANDCARE, the within named bargainor, a California general partnership, and that he as such Vice President & Associate General Counsel, executed the foregoing instrument for the purposes therein contained.

LETHA W. SANDERS STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY

WITNESS my hand, at office, this 30th day of November, 2009.

Letha W. Sanders
Notary Public

My Commission Expires: September 26, 2012

My Commission Expires: _____

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-16 • Shadow Mountain

MINUTES - REGULAR MEETING OF MAY 28, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

MINUTES - REGULAR MEETING OF MAY 28, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council Acting in its Capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD)

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: PUBLIC HEARING STAFF REPORT TO CONSIDER RECOMMENDED RESOLUTIONS APPROVING THE CONTINUANCE OF CURRENT MORENO VALLEY COMMUNITY SERVICES DISTRICT ANNUAL PARCEL TAXES AND CHARGES PROPOSED FOR FISCAL YEAR 2013/14

RECOMMENDED ACTION

Recommendations: That the CSD:

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley CSD ("CSD Board") conduct a Public Hearing to consider the continuance of current Moreno Valley Community Services District annual parcel taxes and charges proposed for FY 2013-14 and to approve and adopt the proposed resolutions as follows:

   Resolution No. CSD 2013-02 to approve the calculation of the Zone A parcel tax.

2. Resolution No. CSD 2013-03 to approve the calculation of the Zone B parcel charges.

3. Resolution No. CSD 2013-04 to approve the calculation of the Zone C parcel tax.

4. Resolution No. CSD 2013-05 to approve the calculation of the Zone D parcel charges.

5. Resolution No. CSD 2013-06 to approve the calculation of the Zone E parcel

charge.

6. Resolution No. CSD 2013-07 to approve the calculation of the Zone E-1A parcel charges.

7. Resolution No. CSD 2013-08 to approve the calculation of the Zone E-3A parcel charges.

8. Resolution No. CSD 2013-09 to approve the calculation of the Zone E-4A parcel charges.

9. Resolution No. CSD 2013-10 to approve the calculation of the Zone M parcel charges.

10. Resolution No. CSD 2013-11 to approve the calculation of the Zone S parcel charges.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The CSD was formed simultaneously with City incorporation to provide a variety of benefit services. Zones within the CSD were established to allocate costs to those parcels that receive proportional benefit from the services provided. Each of the zones represents either a different service or degree of service to particular properties within each zone.

Approval of the proposed resolutions will set the proposed amount for each parcel tax and parcel charge for each CSD zone and authorize the County to levy the parcel taxes and parcel charges on the upcoming fiscal year's property tax bill.

Revenues received from the parcel taxes, fees, charges and/or assessments help to fund specific services which may include: parks and community services, residential street lighting, arterial street lighting, maintenance of parkway and extensive parkway landscaping, internal parkway landscape maintenance, median landscape maintenance, and maintenance of certain improvements along Sunnymead Boulevard. The Preliminary Annual Levy Report more fully describes each zone, including the services funded, the method of calculation of the tax or charge, budget and improvements, the maximum tax or charge for each parcel, and an annual update through March of the current fiscal year. The Report is on file in the office of the City Clerk (Secretary to the CSD Board) and can be located on the City's website.

Proposition 218

Proposition 218, approved during the November 1996 election as a constitutional amendment, specifically addresses the ability of public agencies to collect taxes, fees, charges, and/or assessments. The City of Moreno Valley has reviewed Proposition 218 with respect to the CSD charge collection process. Based upon this review, it has been determined that the CSD parcel taxes and charges as currently collected are in compliance with Proposition 218. Any future increases, other than an inflation adjustment that has been approved during a prior mail ballot proceeding, shall require a property ballot or vote of the people, which will be conducted in accordance with the legislative requirements of Proposition 218 and in compliance with the Policy for Conducting Mail Ballot Proceedings as originally adopted by the City Council and the CSD Board on January 22, 2002, and as most recently amended on February 23, 2010.

DISCUSSION

For FY 2013/14, no increases are proposed for any of the zones, other than in those zones wherein property owners have previously approved an inflation adjustment. The inflation adjustment for FY 2013/14 is 1.93% and is based on the percentage change calculated for the prior calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index (CPI), as published by the Department of Labor's Bureau of Labor Statistics. The table below shows the FY 2012/13 and the FY 2013/14 Notice/Maximum Taxes/Charges for each of the zones. Additional detail is also available in the Preliminary Annual Levy Report (on file with the Secretary to the CSD Board and available from the City's website).

Although not required as part of Proposition 218, City practice has been to conduct a Public Hearing to allow property owners an opportunity to provide testimony about the continuance of the existing parcel taxes and charges the CSD Board is considering to collect on the property tax bills for the upcoming fiscal year. Every property owner within the CSD was mailed a notification of tonight's Public Hearing and also provided information on how to obtain specific information related to their property either by reviewing the Preliminary Annual Levy Report (available at the City Clerk's office or on the City's website) or via direct contact with staff.

CSD Zone Description		Category	FY 2012/13 Noticed/Maximum Taxes/Charges	FY 2013/14 Noticed/Maximum Taxes/Charges
A	Parks & Community Services	Tax Per Residential Dwelling unit or per Nonresidental Undeveloped parcel	$ 87.50	$ 87.50
B	Residential Street Lighting			
	Balloted prior to 1999	Charge Per parcel	$ 23.00	$ 23.00
	Balloted in 1999 or later	Charge Per parcel	$ 25.27	$ 25.75
	Ironwood parcels	Charge Per parcel	$ 6.00	$ 6.00
C	Arterial Street and Intersection Lighting	Tax Per parcel	$ 9.00	$ 9.00
D	Partkway Landscaping	Charge varies by parcel. Only properties within the housing tract pay per parcel.		
E	Extensive Landscape Maintenance			
	E-1: TownGate	Charge Per parcel	$ 130.81	$ 133.33
		Charge Per acre for nonresidential/undeveloped parcels	$ 523.27	$ 533.36
		Charge Per condo unit Tract 34299	$ 59.03	$ 60.16
	E-1A: Renaissance Park	Charge Per parcel	$ 80.10	$ 81.64
	E-2: Hidden Springs	Charge Per parcel	$ 412.54	$ 420.50
		Charge Per Equivalent Dwelling Unit for undeveloped parcels	$ 412.54	$ 420.50
	E-3: Moreno Valley Ranch - West	Charge Per parcel	$ 130.81	$ 133.33
		Charge Per acre for nonresidential/undeveloped parcels	$ 523.27	$ 533.36
		Charge Per condo unit Tract 32142	$ 57.97	$ 59.08
		Tract 32143	$ 55.86	$ 56.93
		Tract 32144	$ 55.86	$ 56.93
		Tract 32145	$ 32.67	$ 33.30
		Tract 32146	$ 31.61	$ 32.22
	E-3A: Lasselle Powerline Parkway	Charge Per parcel	$ 69.57	$ 70.91
	E-4: Moreno Valley Ranch - East	Charge Per parcel	$ 110.00	$ 110.00
		Charge Per acre for nonresidential/undeveloped parcels	$ 440.00	$ 440.00
	E-4A: Daybreak	Charge Per parcel	$ 112.85	$ 115.02
	E-7: Centerpointe	Charge Per acre	$ 703.84	$ 717.42
	E-8: Promontory Park	Charge Per parcel	$ 549.77	$ 560.38
		Charge Per condo unit	$ 194.63	$ 198.38
	E-12: Stoneridge Ranch	Charge Per parcel	$ 411.02	$ 418.95
	E-14: Mahogany Fields	Charge Per parcel	$ 287.81	$ 293.36
	E-15: Celebration	Charge Per parcel	$ 344.78	$ 351.43
	E-16: Shadow Mountain	Charge Per parcel	$ 303.62	$ 309.47
M	Commercial, Industrial, and/or Multifamily Median Maintenance	Charge varies by parcel. Only commercial, industrial, and multifamily project adjacent to medians pay parcel charges.		
S	Sunnymead Boulevard Maintenance	Charge varies by parcel. Only parcels with front footage facing Sunnymead Boulevard, between Frederick Street and Perris Boulevard pay per front linear foot. The cost for FY 2013/14 shall be based on $2.955046 per front linear foot.		

The following section summarizes the services provided by the CSD to each listed zone, along with the current FY 2012/13 and proposed FY 2013/14 annual parcel charges:

Zone A is a parcel tax which is authorized to provide parks and community services citywide. All properties within the City boundaries are levied this tax to help offset costs associated with current programs and to provide upkeep on parks and park facilities. The proposed FY 2013/14 maximum parcel tax is $87.50 per dwelling unit (residential), nonresidential parcels (commercial and industrial) and undeveloped parcels. (The current FY 2012/13 maximum parcel tax is $87.50.) The total proposed FY 2013/14 levy for Zone A is approximately $4,900,000.

Zone B is authorized to provide residential street lighting services to specific residential areas within the zone. The funds collected pay for the monthly energy and facilities charges to operate residential street lights. The proposed FY 2013/14 maximum parcel charge is $23.00 per parcel for those properties that were annexed into the zone prior to 1999. Properties that balloted after 1999 for Zone B services authorized an annual inflation adjustment; the proposed maximum parcel charge for those parcels for FY 2013/14 is $25.75 per parcel. There are also 65 parcels located south of Ironwood Avenue, east of Nason Street, with reduced street light services that the proposed maximum parcel charge for FY 2013/14 is $6.00 per parcel. For FY 2013/14, the total levy proposed for Zone B is approximately $941,300.

To continue the current level of residential street light services, the General Fund began contributing an annual subsidy to fund the revenue shortfall. For FY 2011/12 the amount contributed was up to $675,000, and in 2012/13 the General Fund again contributed up to $675,000 to fund the revenue shortfall. For 2013/14, an additional contribution will be needed to continue the current level of Zone B residential street lighting services; unless services are reduced or additional funding is provided by the property owners.

Zone C is a parcel tax that funds the operation of arterial street lighting and intersection lighting on major roadways throughout the City. All properties within the City are levied this tax except those located within the boundaries of the Edgemont Community Services District. Properties within the Edgemont CSD contribute to an independent District for street light services. For FY 2013/14, the proposed maximum tax for each parcel in the CSD is $9.00. (The current FY 2012/13 maximum parcel tax is $9.00.) The total proposed FY 2013/14 levy for Zone C is approximately $422,000.

To continue the current level of arterial street light services, the General Fund began contributing an amount to fund the revenue shortfall. For FY 2011/12 the amount contributed was $90,000, of which $28,579 was a loan and $61,421 a subsidy to fund the revenue shortfall. In 2012/13, the General Fund contributed an additional $420,000 to fund the revenue shortfall to continue the current level of arterial street light services. For 2013/14, an additional contribution will be needed to continue the current level of arterial street lighting services; unless services are reduced or additional funding is provided by the property owners.

Zone D is authorized to provide parkway landscape maintenance services to the perimeters and/or entry statements of designated residential tract developments. The

current FY 2012/13 maximum parcel charges per parcel for each tract and the proposed maximum parcel charges for FY 2013/14 are listed in the Zone D Resolution (Attachment 4). The proposed charge for certain tracts may include an inflation adjustment, which has been previously approved by a majority of affected property owners. For FY 2013/14, the CPI adjustment shall be applied to certain tracts as noted on the Zone D Resolution. The total proposed FY 2013/14 levy for all Zone D tracts is approximately $1,188,600.

Zone E is authorized to provide extensive parkway landscape maintenance of landscaped areas adjacent to ten (10) major residential/commercial developments. For FY 2013/14, the CPI adjustment shall be applied to each Zone E subzone, if it has been previously approved by a majority of the property owners. The current and proposed maximum parcel charges for the subzones are listed in the Zone E Resolution (Attachment 5). For FY 2013/14, the total proposed levy for all Zone E subzones is approximately $2,375,955.

Zone E-1A is authorized to provide internal parkway landscape maintenance to the Renaissance Park development. The proposed Zone E-1A maximum parcel charge for FY 2013/14 is $81.64 per parcel. (Current FY 2012/13 maximum parcel charge is $80.10.) The total FY 2013/14 levy for Zone E-1A is approximately $45,061.

Zone E-3A is authorized to provide internal parkway landscape maintenance to those tracts associated with the Lasselle Powerline Parkway area. The proposed Zone E-3A maximum parcel charge for FY 2013/14 is $70.91 per parcel. (Current FY 2012/13 maximum parcel charge is $69.57.) The total FY 2013/14 levy for Zone E-3A is approximately $32,811.

Zone E-4A is authorized to provide internal parkway landscape maintenance to the Daybreak development. The proposed Zone E-4A maximum parcel charge for FY 2013/14 is $115.02 per parcel. (Current FY 2012/13 maximum parcel charge is $112.85.) The total FY 2013/14 levy for Zone E-4A is approximately $11,282.

Zone M is authorized to provide maintenance for improved medians constructed as a condition of approval for commercial/industrial/multifamily developments. Parcel charges for this zone are calculated by determining the proportional obligation for the total median maintenance and administrative costs attributable to the improved median area associated with the affected commercial/industrial/multifamily properties. The current FY 2012/13 maximum parcel charges and the proposed FY 2013/14 maximum parcel charges for Zone M are included in the Zone M Resolution (Attachment 9). The total FY 2013/14 levy for Zone M is approximately $200,700.

Zone S is authorized to provide maintenance services to certain improvements along Sunnymead Boulevard between Frederick Street and Perris Boulevard. Parcel charges for this zone are calculated by determining the proportional financial obligation, based on front linear footage, of the properties adjacent to the improvements. The Zone S maximum parcel charge for 2013/14 is $2.955046 per front linear footage, which includes an inflation factor. The total FY 2013/14 levy for Zone S is approximately

$56,300. (Current FY 2012/13 maximum parcel charge is $2.899094 per front linear footage).

ALTERNATIVES

1. Conduct a Public Hearing and adopt the proposed CSD resolutions. *Although not required under Proposition 218, City policy has been to conduct a Public Hearing to receive public testimony regarding the continuation of the CSD parcel taxes and charges, which have been approved by the property owners, for the associated services. Approving the proposed parcel taxes for CSD Zones A and C, and parcel charges for Zones B and M will provide a revenue stream to partially fund park and community services (Zone A), residential street lighting services (Zone B), arterial street lighting services (Zone C) and improved median maintenance (Zone M). Approval of the parcel charges for CSD Zones D, E, E-1A, E-3A, E-4A, and S as proposed will provide the CSD funding to continue providing maintenance at the applicable service levels. The County of Riverside requires resolutions be approved annually prior to levying the CSD parcel taxes and charges on the property tax bills. Approval of these resolutions will satisfy the County requirement.*

2. By not adopting the proposed resolutions, the parcel taxes and charges may not be able to be levied by the County of Riverside. *Even though a Public Hearing is not required under Proposition 218 for the continued levy of the CSD parcel taxes and charges, City policy has been to continue holding a Public Hearing to allow the public to address the CSD Board. By not adopting the resolutions, the County may not honor the CSD's request to place the CSD parcel taxes and charges on the County property tax bill. The CSD will not be able to adequately provide services without the necessary funding these taxes and charges provide.*

FISCAL IMPACT

Property owners pay the CSD parcel taxes and charges as a part of their property tax bill. Annual parcel taxes and charges, including CPI adjustments where applied, have been approved by the affected property owners through prior proceedings. The annual inflation factor is based on the percentage change in the CPI for the prior calendar year. For FY 2013/14, the CPI adjustment is 1.93%.

CSD Zones D, E, E-1A, E-3A, E-4A, and S annual parcel charges are based on full-cost recovery and program operations that have no effect on the General Fund. Zones A, B, C, and M annual parcel taxes and charges reduce any General Fund support required to provide services for these programs. **The funds collected through the CSD annual parcel taxes and charges for Zones A, B, C, D, E, E-1A, E-3A, E-4A, M, and S are restricted funds, which may only be used to pay for costs within each respective CSD Zone.**

Approving annual parcel taxes and charges less than those proposed may require a decrease to both the level and quality of service from that provided during FY 2012/13. The service levels may be adjusted according to the approved funding level.

CITY COUNCIL GOALS

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS
CSD landscape maintenance services help enhance community image, neighborhood pride and cleanliness. Residential properties, which have landscaped parkways and/or medians, as maintained by the CSD, help to foster a pleasant environment and neighborhood atmosphere. Proper placement of plant materials helps in the prevention of graffiti.

REVENUE DIVERSIFICATION AND PRESERVATION
The CSD annual parcel taxes and charges comply with the City's goal of revenue diversification and preservation and are based upon actual costs, which include maintenance and administration. The CSD annual taxes and parcel charges support the preservation of the current services provided by the CSD.

SUMMARY

The actions before the CSD Board are to conduct the Public Hearing and to approve and adopt the resolutions for the continuation of the parcel taxes and charges, which have been approved by the property owners through a prior proceeding, within each of the existing zones as submitted in the Preliminary Annual Levy Report. Since the adoption of Proposition 218 state legislation, public hearings to consider taxes, charges or fees already in place are not mandated; such hearings were required under state statutes before the adoption of Proposition 218. City policy has been to continue the practice as a courtesy to the public.

The County requires resolutions be approved by the legislative body that establishes the authority to collect the CSD parcel taxes and charges on the annual property tax bills. Approval of the resolutions will satisfy the County requirement.

NOTIFICATION

During the week of April 22, 2013, a bilingual notice was mailed to the property owners of 48,279 parcels. A news item with a direct link to the Preliminary Annual Levy Report was also placed on the City's main website page.

Newspaper advertising was published in The Press-Enterprise on May 25, 2013 and May 29, 2013 for the Public Hearing.

ATTACHMENTS

Attachment 1	Resolution for Zone A
Attachment 2	Resolution for Zone B
Attachment 3	Resolution for Zone C
Attachment 4	Resolution for Zone D
Attachment 5	Resolution for Zone E
Attachment 6	Resolution for Zone E-1A
Attachment 7	Resolution for Zone E-3A
Attachment 8	Resolution for Zone E-4A
Attachment 9	Resolution for Zone M
Attachment 10	Resolution for Zone S

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred by:
Candace E. Cassel
Special Districts Division Manager

Concurred by:
Mike McCarty
Parks & Community Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. CSD 2013-02

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM PARCEL TAX FOR PROVIDING ZONE A (PARKS AND COMMUNITY SERVICES) SERVICES DURING FISCAL YEAR 2013/2014

WHEREAS, the Moreno Valley Community Services District ("CSD") provides improvements and maintenance for parks and community services within the CSD and provides funding for such services through CSD Zone A; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by taxes which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its taxes for Zone A (Parks and Community Services) be so collected on the Riverside County tax roll; and

WHEREAS, the CSD Board has determined that continuing the calculation and application of the tax as previously approved for each dwelling unit, nonresidential parcel or undeveloped parcel within CSD Zone A is a necessary and equitable tax to fund, in part, the furnishing of parks and community services by the CSD for Fiscal Year 2013/2014; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared, which identifies each parcel of real property subject to the tax, and specifies the tax which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The application of the maximum tax at the calculated rate of eighty-seven dollars and fifty cents ($87.50) to defray the costs of furnishing parks and community services within the CSD is hereby approved and adopted at the maximum rate.

2. For FY 2013/14 the tax is $87.50 per dwelling unit; however a lower amount may be levied depending on projected District expenses for the FY.

3. The herein approved tax is hereby confirmed for each parcel of real property within CSD Zone A, as set forth in the report on file with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

4. This legislative body hereby authorizes the City Treasurer to levy the tax for CSD Zone A, up to the maximum tax as set forth in the Report and hereby is levied during FY 2013/14 against the parcels within the District.

5. The taxes set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any tax that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the taxes at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the tax will attach at 5:00 pm on the date the tax becomes delinquent and interest at 1.5% per month of the delinquent tax will attach on July 1st after the delinquency date and the first of each month thereafter until such tax is paid.

6. That the CSD Board adopted CSD Resolution 97-01, finding that the existing Zone A parcel taxes are exempt from the provision of Proposition 218 as long as they are not increased and are therefore not subject to voter ratification at this time.

7. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

MV00204393

Zone A
Fund # 684271

8. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of taxes to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

MV00204394

Zone A
Fund # 684271

APPROVED AND ADOPTED this 11th day of June 2013.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

_____
City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

MV00204395

Zone A
Fund # 684271

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2013-02 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

SECRETARY

(SEAL)

MV00204396

RESOLUTION NO. CSD 2013-03

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM PARCEL CHARGE FOR PROVIDING ZONE B (RESIDENTIAL STREET LIGHTING) SERVICES DURING FISCAL YEAR 2013/2014

WHEREAS, the Moreno Valley Community Services District ("CSD") provides for the energy, pole and maintenance for residential street lighting services within the CSD and provides funding for such services, in part, through CSD Zone B; and,

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and,

WHEREAS, the City Council, acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone B (Residential Street Lighting) services be so collected on the Riverside County tax roll; and,

WHEREAS, the CSD Board has determined that continuing the calculation, including a Consumer Price Index ("CPI") adjustment (if applicable), and application of charge as previously approved by the property owners for each assessable parcel of real property within CSD Zone B is a necessary and equitable charge to fund, in part, the residential street lighting services by the CSD for Fiscal Year 2013/2014; and,

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge, and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and,

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and,

WHEREAS, the CSD Board has reviewed Proposition 218.

MV00204397

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The maximum charges are hereby approved to be levied at the existing and previously approved respective maximum rates of twenty-three dollars ($23.00), twenty-five dollars and seventy-five cents ($25.75), and six dollars ($6.00) as applicable; however, a lower amount may be levied depending on projected District expenses for the FY.

2. The herein approved charge is hereby confirmed for each parcel of real property within CSD Zone B, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. That this legislative body hereby authorizes the levy of the parcel charges at the maximum calculated rates set forth herein; however a lower amount may be levied depending on projected District expenses.

4. This legislative body hereby authorizes the City Treasurer to levy the parcel charge for CSD Zone B up to the maximum charge as set forth in the Report and hereby is levied during FY 2013/14 against the parcels within the District.

5. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

6. The CSD Board made a finding that Zone B is in compliance with Proposition 218.

Zone B
Fund #684272

7. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

8. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

APPROVED AND ADOPTED this 11th day of June 2013.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

_____
City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

MV00204399

Zone B
Fund #684272

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2013-03 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

SECRETARY

(SEAL)

MV00204400

RESOLUTION NO. CSD 2013-04

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM PARCEL TAX FOR PROVIDING ZONE C (ARTERIAL STREET LIGHTING AND INTERSECTION LIGHTING) SERVICES DURING FISCAL YEAR 2013/2014

WHEREAS, the Moreno Valley Community Services District ("CSD") provides for the energy, pole and maintenance costs for intersection and arterial street lighting services within the CSD and provides funding for such services, in part, through CSD Zone C; and,

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by taxes which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and,

WHEREAS, the City Council, acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its taxes for Zone C (Arterial Street Lighting and Intersection Lighting) services be so collected on the Riverside County tax roll; and,

WHEREAS, the CSD Board has determined that continuing the calculation and application of the tax as previously approved for each assessable parcel of real property within CSD Zone C is a necessary and equitable tax to fund, in part, the arterial and intersection street lighting services by the CSD for Fiscal Year 2013/2014; and,

WHEREAS, the CSD Board has heretofore caused a report to be prepared that identifies each parcel of real property which is subject to the tax, and specifies the tax which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and,

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and,

WHEREAS, the CSD Board has reviewed Proposition 218.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES

Zone C
Fund #684274

DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The application of the maximum tax at the calculated rate of nine dollars ($9.00) to defray in part the costs of furnishing arterial and intersection street lighting services within the CSD is hereby approved and adopted at the maximum rate

2. For FY 2013/14 the tax is $9.00 per parcel; however a lower amount may be levied depending on projected District expenses for the FY.

3. The herein approved tax is hereby confirmed for each parcel of real property within CSD Zone C, as set forth in the report on file with the CSD Secretary, as such report may have been modified pursuant to the order of the CSD Board duly given.

4. This legislative body hereby authorizes the City Treasurer to levy the tax for CSD Zone C, up to the maximum tax as set forth in the Report and hereby is levied during FY 2013/14 against the parcels within the District.

5. The taxes set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any tax that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the taxes at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the tax will attach at 5:00 pm on the date the tax becomes delinquent and interest at 1.5% per month of the delinquent tax will attach on July 1st after the delinquency date and the first of each month thereafter until such tax is paid.

6. That the CSD Board adopted CSD Resolution 97-01, finding that the existing Zone C parcel taxes are exempt from the provision of Proposition 218, as long as they are not increased, and therefore are not subject to voter ratification at this time.

7. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

8. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of taxes to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

MV00204402

Zone C
Fund #684274

APPROVED AND ADOPTED this 11th day of June 2013.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

_____
City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

MV00204403

Zone C
Fund #684274

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2013-04 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

SECRETARY

(SEAL)

MV00204404

RESOLUTION NO. CSD 2013-05

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM PARCEL CHARGE FOR PROVIDING ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICES DURING FISCAL YEAR 2013/2014

WHEREAS, the Moreno Valley Community Services District ("CSD") provides or will provide parkway landscape improvement and maintenance services within the CSD and provides funding for such services through CSD Zone D; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone D (Parkway Landscape Maintenance) be so collected on the Riverside County tax roll; and

WHEREAS, the CSD Board has determined that continuing the calculation, including a Consumer Price Adjustment ("CPI") adjustment (if applicable), and application of charge as previously approved by the property owners for each assessable parcel or unit of real property within CSD Zone D is a necessary and equitable charge to fund the parkway landscape services by the CSD for Fiscal Year 2013/2014; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge, and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The application of the charge at the maximum calculated rates set forth below, which includes previously approved CPI adjustments, to defray the costs of furnishing parkway landscape services to the following tracts within the CSD is hereby approved and adopted as follows; however, a lower amount may be levied depending on projected District expenses for the FY:

Zone D (Landscape Maintenance)
FY 2013/14 Proposed Maximum Parcel Charges

Tract Number	FY 2013/14 Noticed/Maximum Parcel Charges
10191/18468	$74.14
11848	$90.24
12305 (1)	$57.00
12608	$205.15
12773	$85.95
12902	$77.35
13576/19080/19081	$34.36
13585 (1)	$57.00
14387/12268 (1)	$57.00
15387 (1)	$57.00
15433	$96.70
16768	$68.75
16769	$65.52
16770 (1)	$57.00
17033	$186.01
17176 (1)	$57.00
17334	$364.09
17387 (1)	$57.00
17457	$84.86
17867 (1)	$57.00
18283 (1)	$57.00
18512/21322	$86.51
18784/20906	$186.78
18930	$82.72
19032	$204.11
19141	$80.57
19142 (1)	$57.00
19143 (1)	$57.00
19208	$78.07
19210	$73.06
19233 (1)	$57.00
19363 (1)	$57.00
19434 (1)	$57.00

Zone D
Fund #684275

Tract Number	FY 2013/14 Noticed/Maximum Parcel Charges
19474 (1)	$57.00
19496	$68.75
19500	$78.41
19509 (1)	$57.00
19518/18372 (1)	$57.00
19529	$75.20
19533 (1)	$57.00
19541	$99.93
19551	$101.30
19675	$85.95
19685	$75.20
19799	$287.25
19852	$72.80
19862	$159.14
19912	$89.15
19937	$115.06
19957	$72.80
20030	$107.55
20032 (1)	$57.00
20072	$93.90
20120	$101.01
20197 (1)	$57.00
20272	$134.33
20301 (1)	$57.00
20404	$110.79
20525 (1)	$57.00
20552 (1)	$57.00
20660	$112.92
20715	$99.17
20718	$149.45
20859	$69.64
20869 (1)	$57.00
20941	$110.77
21113 (1)	$57.00
21332	$103.13
21333	$223.73
21345	$122.59
21597	$499.17
21616	$398.68
21737	$225.87
21806	$74.14

MV00204407

Zone D
Fund #684275

Tract Number	FY 2013/14 Noticed/Maximum Parcel Charges
22093	$182.24
22180	$260.66
22276	$209.32
22277	$283.90
22371	$307.54
22889	$199.86
22999 (1)	$67.00
23046 (1)	$183.00
24721 (1)	$57.00
27251-1	$490.73
27526	$172.03
28882	$110.77
29038	$64.44
30027	$212.10
30967	$493.24
31129	$143.71
31257	$1,128.39
31268	$194.59
31269	$231.02
31269-1	$317.23
31284	$134.12
31305	$523.45
31424	$231.02
31591	$488.31
31618	$384.13
32005	$118.19
32018	$73.06
32625	$1,055.37
32715	$963.53
33436	$44.31
33637	$313.42
33962	$521.33
4-Custom Homes	$598.36

(1) An annual inflation adjustment has not been approved by the property owners.

2. The herein approved charge is hereby confirmed for each parcel of real property within CSD Zone D, as set forth in the report on said charge filed with the

MV00204408

Secretary of the District, as such report may have been modified pursuant to order of the CSD Board duly given.

3. This legislative body hereby authorizes the City Treasurer to levy the parcel charge for CSD Zone D up to the maximum parcel charge as set forth in the Report and hereby is levied during FY 2013/14 against the parcels within the District.

4. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any service charge that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

5. The CSD Board made a finding that CSD Zone D is in compliance with Proposition 218.

6. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

7. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

Zone D
Fund #684275

APPROVED AND ADOPTED this 11th day of June 2013.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

_____
City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

MV00204410

Zone D
Fund #684275

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2013-05 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

SECRETARY

(SEAL)

MV00204411

RESOLUTION NO. CSD 2013-06

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM PARCEL CHARGE FOR PROVIDING ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) SERVICES DURING FISCAL YEAR 2013/2014

WHEREAS, the Moreno Valley Community Services District ("CSD") provides or will provide extensive landscape maintenance services within the CSD and provides funding for such services through CSD Zone E and the various subzones thereof; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone E (Extensive Landscape Maintenance) be so collected on the Riverside County tax roll; and

WHEREAS, the CSD Board, has determined that continuing the calculation, including a Consumer Price Index ("CPI") adjustment (if applicable), and application of charge as previously approved by the property owners for each assessable parcel of real property within the various subzones of Zone E of the CSD is a necessary and equitable charge to fund the extensive landscape maintenance services by the CSD for Fiscal Year 2013/2014; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The application of the charge at the maximum calculated rates set forth below, which includes previously approved CPI adjustments, to defray the costs of furnishing extensive landscape maintenance services within the CSD is hereby approved and adopted as follows; however, a lower amount may be levied depending on projected District expenses for the FY:

Zone E (Extensive Landscape Maintenance)

FY 2013/14 Proposed Maximum Annual Charge

Zone E	Specific Plan or Major Development	Charge Category	FY 2013/14 Noticed/Maximum Annual Charges
E-1	TownGate	Per parcel	$ 133.33
		Per acre for nonresidential/undeveloped parcels	$ 533.36
		Per condo unit	
		Tract 34299	$ 60.16
E-1A	Renaissance Park	Per parcel	$ 81.64
E-2	Hidden Springs	Per parcel	$ 420.50
		Per Equivalent Dwelling Unit for undeveloped parcels	$ 420.50
E-3	Moreno Valley Ranch - West	Per parcel	$ 133.33
		Per acre for nonresidential/undeveloped parcels	$ 533.36
		Per condo unit	
		Tract 32142	$ 59.08
		Tract 32143	$ 56.93
		Tract 32144	$ 56.93
		Tract 32145	$ 33.30
		Tract 32146	$ 32.22
E-3A	Lasselle Powerline Parkway	Per parcel	$ 70.91

Zone E
Fund #684276

Zone E	Specific Plan or Major Development	Charge Category	FY 2013/14 Noticed/Maximum Annual Charges
E-4	Moreno Valley Ranch - East [1]	Per parcel	$ 110.00
		Per acre for nonresidential/undeveloped parcels	$ 440.00
E-4A	Daybreak	Per parcel	$ 115.02
E-7	Centerpointe	Per acre	$ 717.42
E-8	Promontory Park	Per parcel	$ 560.38
		Per condo unit	$ 198.38
E-12	Stoneridge Ranch	Per parcel	$ 418.95
E-14	Mahogany Fields	Per parcel	$ 293.36
E-15	Celebration	Per parcel	$ 351.43
E-16	Shadow Mountain	Per parcel	$ 309.47

[1] An annual inflation adjustment has not been approved by the property owners.

2. The herein approved charges are hereby confirmed for each parcel of real property within the various subzones of CSD Zone E, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. This legislative body hereby authorizes the City Treasurer to levy the charge for CSD Zone E up to the maximum charge as set forth in the Report and hereby is levied during FY 2013/14 against the acreage, parcels, and units within the District.

4. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the Riverside County tax roll or may, by resolution, elect to

MV00204414

collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the service charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

5. The CSD Board made a finding that CSD Zone E is in compliance with Proposition 218.

6. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

7. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

Zone E
Fund #684276

APPROVED AND ADOPTED this 11th day of June 2013.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

_____
City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

MV00204416

Zone E
Fund #684276

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2013-06 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

SECRETARY

(SEAL)

MV00204417

RESOLUTION NO. CSD 2013-07

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM PARCEL CHARGE FOR PROVIDING ZONE E-1A (RENAISSANCE PARK – INTERNAL PARKWAY LANDSCAPE MAINTENANCE) SERVICES DURING FISCAL YEAR 2013/2014

WHEREAS, the Moreno Valley Community Services District ("CSD") provides or will provide Renaissance Park internal parkway landscape maintenance services within the CSD and provides funding for such services, through CSD Zone E-1A; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 and following of the provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone E-1A (Renaissance Park Internal Parkway Landscape Maintenance) so collected on the tax roll; and

WHEREAS, the CSD Board has determined that continuing the calculation, including a Consumer Price Index ("CPI") adjustment, and application of charge as previously approved by the property owner for each assessable parcel of real property, within CSD Zone E-1A is a necessary and equitable charge to fund the internal parkway landscape maintenance services for Renaissance Park by the CSD for Fiscal Year 2013/2014; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge, and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The application of the maximum charge at the calculated rate of eighty-one dollars and sixty-four cents ($81.64), which includes a previously approved CPI adjustment, to fund the Renaissance Park internal parkway landscape maintenance services within the CSD, is hereby approved and adopted; however, a lower amount may be levied depending on projected District expenses for the FY.

2. The herein approved charge is hereby confirmed for each parcel of real property within CSD Zone E-1A, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. This legislative body hereby authorizes the City Treasurer to levy the parcel charge for CSD Zone E-1A, up to the maximum charge as set forth in the Report and hereby is levied during FY 2013/14 against the parcels within the District.

4. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

5. The CSD Board made a finding that CSD Zone E-1A is in compliance with Proposition 218.

6. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

7. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

Zone E-1A
Fund #684281

APPROVED AND ADOPTED this 11th day of June 2013.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

_____
City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

MV00204421

Zone E-1A
Fund #684281

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2013-07 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

SECRETARY

(SEAL)

MV00204422

RESOLUTION NO. CSD 2013-08

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM PARCEL CHARGE FOR PROVIDING ZONE E-3A (LASSELLE POWERLINE PARKWAY INTERNAL PARKWAY LANDSCAPE MAINTENANCE) SERVICES DURING FISCAL YEAR 2013/2014

WHEREAS, the Moreno Valley Community Services District ("CSD") provides or will provide Lasselle Powerline Parkway internal parkway landscape maintenance services within the CSD and provides funding for such services through CSD Zone E-3A; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone E-3A (Lasselle Powerline Parkway Internal Parkway Landscape Maintenance) be so collected on the tax roll; and

WHEREAS, the CSD Board, has determined that continuing the calculation, including a Consumer Price Index ("CPI") adjustment, and application of charge as previously approved by the property owner for each assessable parcel of real property within CSD Zone E-3A is a necessary and equitable charge to fund internal parkway landscape maintenance services for the Lasselle Powerline Parkway by the CSD for Fiscal Year 2013/2014; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property that is subject to the charge and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of the public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The application of the maximum charge at the calculated rate of seventy dollars and ninety-one cents ($70.91), which includes a previously approved CPI adjustment for CSD Zone E-3A (Lasselle Powerline Parkway) to defray the costs of furnishing internal parkway landscape maintenance services within the CSD is hereby approved and adopted; however, a lower amount may be levied depending on projected District expenses for the FY.

2. The herein approved charge is hereby confirmed for each parcel of real property within CSD Zone E-3A, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. This legislative body hereby authorizes the City Treasurer to levy the parcel charge for CSD Zone E-3A up to the maximum charge as set forth in the Report and hereby is levied during FY 2013/14 against the parcels within the District.

4. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

5. The CSD Board made a finding that Zone E-3A is in compliance with Proposition 218.

6. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

Zone E-3A
County Fund No. 684284

7. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

APPROVED AND ADOPTED this 11th day of June 2013.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

_____
City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

MV00204425

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2013-08 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

SECRETARY

(SEAL)

RESOLUTION NO. CSD 2013-09

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM PARCEL CHARGE FOR PROVIDING ZONE E-4A (DAYBREAK DEVELOPMENT – INTERNAL PARKWAY LANDSCAPE MAINTENANCE) SERVICES DURING FISCAL YEAR 2013/2014

WHEREAS, the Moreno Valley Community Services District ("CSD") provides or will provide internal parkway landscape maintenance services within the CSD and provides funding for such services, through CSD Zone E-4A; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone E-4A (Daybreak Development - Internal Parkway Landscape Maintenance) be so collected on the Riverside County tax roll; and

WHEREAS, the CSD Board, has determined that continuing the calculation, including Consumer Price Index ("CPI") adjustments, and application of charge as previously approved by the property owners for each assessable parcel of real property within CSD Zone E-4A is a necessary and equitable charge to fund internal parkway landscape maintenance services for the Daybreak Development by the CSD for Fiscal Year 2013/2014; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge, and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The application of the maximum charge at the calculated rate of one hundred fifteen dollars and two cents ($115.02), which includes a previously approved CPI adjustment for Zone E-4A (Daybreak Development) to defray the costs of internal parkway landscape maintenance services within the CSD is hereby approved and adopted; however, a lower amount may be levied depending on projected District expense for the FY.

2. The herein approved charge is hereby confirmed for each parcel of real property within CSD Zone E-4A, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. This legislative body hereby authorizes the City Treasurer to levy the parcel charge for CSD Zone E-4A up to the maximum charge as set forth in the Report and hereby is levied during FY 2013/14 against the parcels within the District.

4. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any service charge that cannot be collected on the County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

5. The CSD Board made a finding that CSD Zone E-4A is in compliance with Proposition 218.

6. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

7. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

Zone E-4A
County Fund No. 684282

APPROVED AND ADOPTED this 11th day of June 2013.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

_____
City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

MV00204430

Zone E-4A
County Fund No. 684282

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2013-09 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

SECRETARY

(SEAL)

MV00204431

RESOLUTION NO. CSD 2013-10

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM PARCEL CHARGE FOR PROVIDING ZONE M (COMMERCIAL/ INDUSTRIAL/MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) SERVICES DURING FISCAL YEAR 2013/2014

WHEREAS, the Moreno Valley Community Services District ("CSD") provides or will provide commercial/industrial/multifamily improved median maintenance services within the CSD and provides funding for such services through CSD Zone M; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in its capacity as President and Members of the Board of Directors CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for CSD Zone M (commercial/industrial/multifamily improved median maintenance) be so collected on the tax roll; and

WHEREAS, the CSD Board, has determined that continuing the calculation, including a Consumer Price Index ("CPI") adjustment (if applicable), and application of charge as previously approved by the property owners for each assessable commercial/industrial/multifamily property within CSD Zone M is a necessary and equitable charge to fund the improved median maintenance services by the CSD for Fiscal Year 2013/2014; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The application of the maximum charge is calculated by determining the proportional obligation for the total median maintenance and administrative costs attributable to the improved median area associated with the affected commercial/industrial/multifamily properties, which includes previously approved CPI adjustments, to defray the costs of furnishing commercial/industrial/multifamily improved median maintenance services within the CSD, is hereby approved and adopted as follows; however a lower amount may be levied depend on projected District expenses for the FY.:

Zone M
(Commercial, Industrial and/or Multifamily Median Maintenance)
FY 2013/14 Proposed Maximum Charges

Assessor's Parcel Number (APN)	FY 2013/14 Noticed/Maximum Parcel Charges
297-120-002	$1,035.93
297-120-003	$749.75
297-120-011	$1,564.12
297-120-012	$1,564.12
291-191-024	$361.43
297-130-046	$2,161.19
297-130-064	$890.69
297-140-049	$1,215.57
297-140-050	$1,250.00
297-141-001	$231.81
297-141-002	$231.81
297-141-003	$231.81
297-141-004	$231.81
297-141-005	$231.81
297-141-006	$231.81
297-140-052	$1,099.39
297-170-004	$3,840.45
482-700-001	$409.82
482-700-005	$409.82
296-280-018	$1,843.45

Zone M
Fund #684283

Assessor's Parcel Number (APN)	FY 2013/14 Noticed/Maximum Parcel Charges
296-300-005	$2,418.53
296-300-007	$633.28
484-020-023	$6,288.87
484-020-024	$7,686.28
297-130-039 (1)	$798.00
297-130-041 (1)	$1,957.00
297-130-042 (1)	$1,610.00
297-170-067	$15,439.29
297-170-069	$11,453.61
297-170-071	$5,184.07
297-150-055	$20,740.59
297-100-066	$822.23
297-100-074	$233.93
297-100-075	$157.22
297-120-016	$5,483.11
486-250-021	$8,600.70
486-250-024	$8,303.24
486-250-025	$297.42
312-250-046	$3,894.23
482-540-030	$425.97
484-020-026	$2,970.13
479-070-050	$1,703.96
312-270-036	$2,788.35
316-210-074	$1,989.04
312-020-017	$1,680.30
312-020-018	$1,601.75
312-020-020	$624.99
312-360-001	$1,498.57
312-360-002	$705.24
312-360-003	$482.84
312-360-004	$1,692.42
312-360-005	$1,314.22
312-360-006	$2,127.73
312-360-007	$831.32
312-360-008	$783.74
312-360-009	$870.58
312-360-010	$880.07
312-360-011	$706.45
485-220-030	$2,129.99

Zone M
Fund #684283

Assessor's Parcel Number (APN)	FY 2013/14 Noticed/Maximum Parcel Charges
485-220-031	$319.45
486-070-012	$274.46
486-070-013	$271.96
486-070-004	$3,146.57
486-070-016	$3,146.57
485-081-035	$333.45
485-081-034	$867.09
316-200-033	$2,227.52
316-200-034	$4,737.45
316-200-035	$1,995.45
484-030-015	$1,667.05
484-030-020	$654.02
484-030-022	$654.02
488-210-027	$1,323.54
478-070-029	$7,972.45
486-240-015	$2,886.61
486-240-016	$7,488.08
488-400-001	$2,221.38
488-400-002	$131.11
488-400-003	$1,494.16
488-400-004	$401.33
488-400-005	$371.53
488-400-006	$347.70
488-400-007	$397.35
488-400-008	$117.19
488-400-009	$379.46
488-400-010	$303.96
488-400-011	$73.48
488-400-012	$143.02
488-400-013	$909.99
488-400-014	$61.56
488-400-015	$51.60
488-400-016	$270.20
488-400-017	$156.94
488-400-018	$115.22
488-400-019	$210.56
488-400-020	$182.78
488-400-021	$1,055.03
488-400-022	$154.95

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Assessor's Parcel Number (APN)	FY 2013/14 Noticed/Maximum Parcel Charges
488-400-023	$484.77
488-400-024	$284.08
488-400-025	$103.28
488-400-026	$375.51
488-400-027	$11.88
488-400-028	$371.51
474-120-037	$3,356.34
484-242-020	$3,151.97
488-350-041	$34,383.51
488-350-047	$2,939.23
488-350-035	$7,262.70
486-280-051	$10,316.97
292-230-006	$229.10
292-230-055	$390.46
263-111-046	$2,452.72
478-430-031	$2,628.01

(1) An annual inflation adjustment has not been approved by the property owners.

2. The herein approved charge calculation is hereby confirmed for each parcel of real property within CSD Zone M, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. This legislative body hereby authorizes the City Treasurer to levy the parcel charge for CSD Zone M up to the maximum charge as set forth in the Report and hereby is levied during FY 2013/14 against the parcels within the District.

4. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent

MV00204436

charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

5. The CSD Board made a finding that CSD Zone M is in compliance with Proposition 218.

6. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

7. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

Zone M
Fund #684283

APPROVED AND ADOPTED this 11th day of June 2013.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

_____
City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

MV00204438

Zone M
Fund #684283

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2013-10 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

SECRETARY

(SEAL)

MV00204439

RESOLUTION NO. CSD 2013-11

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM PARCEL CHARGE FOR PROVIDING ZONE S (SUNNYMEAD BOULEVARD MAINTENANCE) SERVICES DURING FISCAL YEAR 2013/2014

WHEREAS, the Moreno Valley Community Services District ("CSD") shall provide maintenance for certain parkway and median landscaping and improvements along Sunnymead Boulevard, from Frederick Street to Perris Boulevard that were installed in participation with the City of Moreno Valley (City) and the former Redevelopment Agency of the City; and,

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and,

WHEREAS, the City Council, acting in its capacity as President and Members of the Board of Directors CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone S (Sunnymead Boulevard Maintenance for certain improvements along from Frederick Street to Perris Boulevard) be so collected on the tax roll; and

WHEREAS, the CSD Board, has determined that continuing the calculation, including Consumer Price Index ("CPI"), and application of charge as previously approved by the property owners for each assessable parcel of real property within CSD Zone S is a necessary and equitable charge to fund the furnishing of ongoing maintenance of certain improvements along Sunnymead Boulevard from Frederick Street to Perris Boulevard for Fiscal Year 2013/2014; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge, and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which time all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and,

WHEREAS, the CSD Board has reviewed Proposition 218.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The application of the maximum parcel charge at the calculated rate of $2.955046 per front linear footage, which includes an inflation factor, to defray the costs of ongoing maintenance of certain improvements along Sunnymead Boulevard from Frederick Street to Perris Boulevard within the CSD is hereby approved and adopted; however, a lower amount may be levied depending on projected District expenses.

2. The herein approved parcel charges calculated is hereby confirmed for each said parcel of real property within CSD Zone S, as set forth in the report on said charge filed with the CSD Secretary, as such may have been modified pursuant to order of the CSD Board duly given.

3. This legislative body hereby authorizes the City Treasurer to levy the parcel charge for CSD Zone S up to the maximum charge as set forth in the Report and hereby is levied during FY 2013/14 against the parcels within the District.

4. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

5. The CSD Board made a finding that Zone S is in compliance with Proposition 218.

6. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

7. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charge calculation to the Auditor of the County of

Zone S
Fund #684270

Riverside and to the Tax Collector of said County, together with the certified copy of this Resolution as hereinabove provided.

MV00204442

Zone S
Fund #684270

APPROVED AND ADOPTED this 11th day of June 2013.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

_____
City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

MV00204443

Zone S
Fund #684270

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2013-11 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

SECRETARY

(SEAL)

MV00204444

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: John C. Terell, Interim Community & Economic Development Director

AGENDA DATE: June 11, 2013

TITLE: PUBLIC MEETING AND PUBLIC HEARING REGARDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE SCHEDULE FOR NEW RESIDENTIAL AND COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE DEVELOPMENT PROPOSED FISCAL YEAR (FY) 2013/2014 ANNUAL RATES

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a Public Meeting and public Hearing to consider all objections or protests of the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" as provided in the Public Notice.

2. Adopt "Resolution No. 2013-38, A Resolution of the City of Moreno Valley, California, Authorizing and Approving the Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development on the County of Riverside Property Tax Roll."

BACKGROUND

The 1972 Federal Clean Water Act requires public agencies to obtain permits to discharge urban storm water runoff from municipally owned drainage facilities, including streets, highways, storm drains and flood control channels. This Act also requires local

agencies to clean urban runoff to the maximum extent practicable (MEP), which has not been defined by the federal or state government.
On October 25, 2002, the Santa Ana Regional Water Quality Control Board (SARWQCB) adopted new requirements the City must implement to remain in compliance. The requirements include a higher-level effort to divert pollutants from entering the drainage system. The service levels require site inspection, discharge monitoring, remedial cleanup efforts, and a higher level of maintenance of the streets and storm drain system before discharging water into the larger storm water collection system.

On June 10, 2003, the City Council approved the "NPDES Regulatory Rate Schedule for New Residential Development." The "NPDES Regulatory Rate Schedule for New Residential Development" was designed to fund NPDES administration and maintenance of water quality ponds and bioswales associated with new single-family residential subdivisions. On January 27, 2004, the City Council authorized the collection of the NPDES regulatory rates for new residential development consisting of single-family dwellings.

On January 10, 2006, the City Council approved the "NPDES Regulatory Rate Schedule for New Common Interest, Commercial, Industrial and Quasi-Public Use Development." The "NPDES Regulatory Rate Schedule for New Common Interest, Commercial, Industrial and Quasi-Public Use Development" was designed to fund NPDES public education, administration and monitoring of site design, source control and treatment control best management practices (BMPs) associated with new common interest, commercial, industrial and quasi-public use development.

On January 29, 2010, the SARWQCB issued a new NPDES permit. The new permit continues the 2002 mandates for the higher-level effort to divert pollutants and service levels.

Proposition 218

Proposition 218, approved in the November 1996 election as a constitutional amendment, specifically addresses the ability of public agencies to collect taxes, fees, charges, and/or assessments as an incidence of property ownership. The City of Moreno Valley has reviewed Proposition 218 with respect to the NPDES regulatory rate collection process. Based upon this review, it has been determined that the NPDES regulatory rate as currently collected, is in compliance with Proposition 218. Conducting the Public Hearing allows property owners an opportunity to address the City Council regarding the continuation of the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development."

DISCUSSION

The NPDES regulatory rates are necessary to fund the costs of the storm water management services for the discharge of storm water runoff into municipally owned drainage facilities for pollution control from benefiting parcels.

Proposed Regulatory Rates

The proposed rates shall be levied against each assessable benefiting parcel of real property that is required to comply with the City's NPDES Storm Water Management Program. The annual percentage change in Consumer Price Index (CPI) for Los Angeles, Riverside, and Orange Counties was +2.0%. Due to this increase, staff recommends that the adjustment to the annual rates occur. This increase is associated with utility cost increases and maintaining program service levels.

The following tables outline the services provided by each level of service, the current annual rates and the proposed annual rates.

Table 1 reflects the annual rates for New Residential Development.

TABLE 1

NPDES Regulatory Rate for New Residential Development			
Service Level		**Current Maximum Annual Rate FY 2012/2013**	**Proposed Maximum Annual Rate FY 2013/2014 (rounded to the nearest whole dollar)**
LEVEL I	NPDES Administration and overhead.	$37.00/Parcel	$38.00/Parcel
LEVEL II	Water Quality Pond/Basin Maintenance.	$74.00/Parcel	$75.00/Parcel
LEVEL II-A	Sand Filter Maintenance.	$33.00/Parcel	$34.00/Parcel
LEVEL III	Water Quality Pond/Basin Remediation/Reconstruction.	$64.00/Parcel	$65.00/Parcel
LEVEL IV	Water Quality System Retrofit.	$147.00/Parcel	$150.00/Parcel

Table 2 reflects the annual rates for New Common Interest, Commercial, Industrial and Quasi-Public Use Development.

TABLE 2

NPDES Regulatory Rate for New Common Interest, Commercial, Industrial and Quasi-Public Use Development			
Service Level		**Current Maximum Annual Rate FY 2012/2013**	**Proposed Maximum Annual Rate FY 2013/2014 (rounded to the nearest whole dollar)**
LEVEL I	NPDES Administration and overhead.	$37.00/Parcel	$38.00/Parcel
LEVEL II	Storm water and non-storm water runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site storm water compliance site activities; review site-specific technical reports and treatment control BMP maintenance records.	$181.00/Parcel	$185.00/Parcel

ALTERNATIVES

1. Conduct a Public Meeting and Public Hearing to consider all objections or protests of the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" as provided in the Public Notice and adopt "Resolution No. 2013-38, A Resolution of the City of Moreno Valley, California, Authorizing and Approving the Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development on the County of Riverside Property Tax Roll."

2. Do not conduct a Public Meeting and Public Hearing to consider all objections or protests of the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" as

provided in the Public Notice and adopt "Resolution No. 2013-38, A Resolution of the City of Moreno Valley, California, Authorizing and Approving the Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development on the County of Riverside Property Tax Roll." *By not conducting the Public Hearing and adopting the resolution, the County of Riverside ("County") may challenge our ability to place the NPDES rates on the County property tax bill.*

FISCAL IMPACT

Regulatory rate increases (including increases due to inflation) have been approved by the benefiting property owners through the mail ballot proceeding. The inflation factor is based on the annual percentage change in the Los Angeles-Riverside-Orange County CPI for calendar year 2012, which was +2.0%.

For Fiscal Year 2013/2014 the maximum annual regulatory rate per parcel for single-family residential development is $297 (includes Levels I, II, II-A and IV combined from Table 1). The Level III rate is levied when a water quality pond/basin is taken out of service for remediation/reconstruction thus replaces the Level II rate. Since the Level III rate is lower than the Level II rate the maximum rate for residential development cannot be greater than the summation of Levels I, II, II-A and IV. The maximum annual regulatory rate for new common interest, commercial, industrial and quasi-public use development is $223 (includes Levels I and II combined from Table 2). With approval of the proposed adjustment to the NPDES Regulatory rate, total Fiscal Year 2013/2014 revenues are projected at $418,090.

Approving annual rates less than that proposed by staff may require a decrease in both the level and quality of service from that provided and approved by benefiting property owners in the previous year. The service level provided would be adjusted according to the approved funding level.

The NPDES Regulatory Rate levy collected from property owners supports current NPDES programs as identified herein. Funds collected from the NPDES Regulatory Rate levy are restricted for use only within the Storm Water Management Program.

CITY COUNCIL GOALS

Revenue Diversification and Preservation

The proposed "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" provides a revenue source to fund the federally mandated requirements of the NPDES Storm Water Management Program for these types of development.

Public Facilities and Capital Projects

The revenue collected from the proposed "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" will ensure that all site designs, source controls and treatment controls are properly implemented and maintained.

SUMMARY

The action before City Council is to conduct the Public Hearing, and to adopt the resolution authorizing and approving the levy of the annual NPDES regulatory rates, on certain benefiting properties within the City as submitted in the NPDES Special Levy Report. While state law, after adoption of Proposition 218, does not mandate public hearings to consider charges, rates or fees already in place, such hearings were required under state statutes before adoption of Proposition 218. City policy has been to continue the past practice as a courtesy to the public.

The County collects the rates each year on the property tax bill. The County requires an annual resolution be approved to establish the authority to collect the annual NPDES rate on the tax bill. Approval of the resolution will satisfy the County requirement. The resolution also includes information on compliance with Proposition 218.

NOTIFICATION

- Publication of Agenda

- Newspaper advertising was published on May 3, 2013, with information about the May 28, 2013, Public Meeting and the June 11, 2013, Public Hearing. Additionally, the June 11, 2013, Public Hearing notification was published on May 17, 2013, and again on May 24, 2013.

ATTACHMENTS/EXHIBITS

Attachment "1" – Proposed Resolution

Prepared By
Mark W. Sambito, P.E.
Engineering Division Manager

Department Head Approval
John C. Terell
Interim Community & Economic Development Director

Concurred By
Kent Wegelin
Storm Water Program Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-38

A RESOLUTION OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING AND APPROVING THE LEVY OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE FOR NEW RESIDENTIAL AND COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE DEVELOPMENT ON THE COUNTY OF RIVERSIDE PROPERTY TAX ROLL

WHEREAS, as part of the 1972 Federal Clean Water Act, the federal government mandated that public agencies comply with the NPDES program to obtain Permits to discharge storm water runoff into municipally owned drainage facilities; and

WHEREAS, on January 29, 2010, the Santa Ana Regional Water Quality Control Board issued new requirements that cities must address, regarding the water pollution contained in storm water runoff to remain in compliance with federal mandates; and

WHEREAS, the City Council introduced Ordinance No. 708, on January 10, 2006, to repeal and reenact Chapter 3.50 of Title 3 of the City of Moreno Valley Municipal Code by relating to the establishment and collection of the NPDES regulatory rate for new residential and common interest, commercial, industrial, and quasi-public use development based on the approved NPDES regulatory rate and authorization of subsequent rate adjustments by resolution; and

WHEREAS, Sections 5473 through 5473.8 of the California Health and Safety Code provides that such services may be funded, in whole or in part, by rates which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the City; and

WHEREAS, the City Council, has determined, and hereby does determine, that it is in the interest of the City to have the NPDES regulatory rate on new residential, common interest, commercial, industrial, and quasi-public use development be so collected on the County of Riverside property tax roll; and

WHEREAS, the City Council has determined that levying a regulatory rate against each assessable parcel of real property that is required to comply with the NPDES Permit program, as hereinafter established, is necessary to fund the costs of the storm water management services for the discharge of storm water runoff into municipally owned drainage facilities for pollution control from these land uses; and

WHEREAS, the City Council heretofore caused a report to be prepared that identified each parcel of real property, which is subject to the regulatory rate, and has caused notice of said report and of the public hearing thereon to be duly given; and

WHEREAS, the City Council held a Public Hearing on June 11, 2013, at which time all persons wishing to be heard were heard, and at which hearing the City Council heard and considered all objections and protests, if any; and

WHEREAS, on June 11, 2013, the City Council reviewed and considered the NPDES regulatory rate for new residential and common interest, commercial, industrial, and quasi-public use development to fund the federally mandated NPDES program; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The City Council shall authorize collection of the NPDES regulatory rate on the County of Riverside tax bill for federally mandated NPDES requirements to address the discharge of storm water runoff into municipally owned drainage facilities.

2. The maximum rate to be collected for fiscal year (FY) 2013/2014 shall be $297.00 per parcel for new residential development, which may be subject to an annual adjustment, if necessary, based on the percentage change calculated for the prior calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index, as published by the Department of Labor's Bureau of Labor Statistics.

3. The maximum rate to be collected for FY 2013/2014 shall be $223.00 per parcel for new common interest, commercial, industrial, and quasi-public-use development, which may be subject to an annual adjustment, if necessary, based on the percentage change calculated for the prior calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index, as published by the Department of Labor's Bureau of Labor Statistics.

4. The NPDES regulatory rate, as herein confirmed, shall be collected on the tax roll at the same time and by the same persons, and in the same manner as, together with and not separately from, general taxes, and shall be delinquent at the same time and thereafter be subject to the same delinquency penalties, as provided for in Sections 5473 through 5473.8 of the California Health and Safety Code.

5. The City Council made a finding that collection of the NPDES regulatory rate is in compliance with Proposition 218.

6. The effective date of this Resolution shall be June 11, 2013.

APPROVED AND ADOPTED this 11th day of June, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-38 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMG
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: John C. Terell, Interim Community & Economic Development Director

AGENDA DATE: June 11, 2013

TITLE: A PUBLIC HEARING FOR THE BOULDER RIDGE FAMILY APARTMENTS (PA13-0006), A 141 UNIT AFFORDABLE APARTMENT PROJECT ON APPROXIMATELY 10 ACRES LOCATED AT THE SOUTHEAST CORNER OF ALESSANDRO BOULEVARD AND LASSELLE STREET. THE PROJECT INCLUDES A ZONE CHANGE (PA13-0007) AND GENERAL PLAN AMENDMENT (PA13-0008) FROM NEIGHBORHOOD COMMERCIAL AND R15 TO R30 AND OPEN SPACE, AND A VARIANCE (P13-029) TO REDUCE THE COVERED PARKING REQUIREMENT FOR 3-BEDROOM APARTMENTS. THE APPLICANT IS RANCHO BELAGO DEVELOPERS, INC.

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a public hearing for PA13-0008 (General Plan Amendment), PA13-0007 (Zone Change), P13-029 (Variance) and PA13-0006 (Plot Plan) and subsequent to the public hearing.

2. **APPROVE** Resolution No. 2013-40 **APPROVING** PA13-0008 (General Plan Amendment), based on the findings contained in this resolution, and as shown on Exhibit A.

3. **INTRODUCE** Ordinance No. 870 **APPROVING** PA13-0007 (Zone Change), based on the findings contained in this ordinance, and as shown on Exhibit A.

4. **APPROVE** Resolution No. 2013-41 **APPROVING** P13-029 (Variance), based on the findings contained in this resolution.

5. **APPROVE** Resolution No. 2013-42 **APPROVING** PA13-0006 (Plot Plan), based on the findings contained in this resolution, and subject to the attached conditions of approval included as Exhibit A.

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Planning Commission at its May 23, 2013, meeting approved Planning Commission Resolution No. 2012-17 by a vote of 6-0 with one Commissioner absent, recommending that the City Council approve PA13-0008 (General Plan Amendment), PA13-0007 (Zone Change), P13-029 (Variance) and PA13-0006 (Plot Plan).

BACKGROUND

Boulder Ridge Family Apartment Project

The Boulder Ridge Family Apartments project proposes to construct a 141 unit affordable apartment project on approximately 10 acres. Development of the project as proposed requires approval of a General Plan Amendment and Zone Change and a Variance.

Land Use Changes

General Plan Amendment application PA13-0008 and Zone Change application PA13-0007 propose to change the land use designations for the project site from Neighborhood Commercial and R15 to R30 and Open Space.

R30 Zone
The R30 designation would apply to the portions of the site proposed for construction of the apartment buildings and related improvements and would extend to the toe of the manufactured slopes.

Open Space Zone
The slopes and undisturbed hillside and rock outcroppings would be assigned the Open Space zone, which will prevent future development of the hilltop and protect the existing natural slopes and rock outcroppings.

Surrounding Land Uses
The project site is bounded by Neighborhood or Community Commercial zoned land to the north, northwest and west. Existing tract homes are located further to the northwest, southwest and northeast. Vacant Open Space and R30 land use is located to the east and south which was recently changed in conjunction with the R30 Housing Element conformance project.

Based upon the conclusions of a Focused Traffic Analysis prepared by Kunzman Associates, Inc., in April 2013 for the project, anticipated project traffic resulting from the

proposed Plot Plan, Zone Change, and General Plan Amendment is less than traffic projections under the current land use and will not exceed General Plan build out traffic projections for the project site.

The proposed land use change and apartment project is compatible with surrounding land uses and will not physically divide an established community. The proposed changes establish a mix of residential land use and open space that results in an appropriate residential density for the area and protection for the slopes and rock outcroppings that is consistent with the General Plan, and its goals, objectives, policies and programs.

Variance

A variance is proposed to reduce the covered parking requirement from 2 spaces per unit to 1 space per unit for 3-bedroom apartments. The proposed variance to reduce the covered parking requirement will not result in a deficiency in total required parking for the project.

Municipal Code Section 9.02.100 states that variances are intended to provide for equity in use of property, and to prevent unnecessary hardships that might result from a strict or literal interpretation and enforcement of certain regulations prescribed by this title.

The project site includes a rocky hillside with topography that varies from level to sloping with substantial rock outcroppings. The project design is consistent with General Plan and Municipal Code guidelines regarding protection of slopes, ridgelines and rock outcroppings. The result is a developable portion of the site that is irregular in shape which poses challenges when designing the project to meet required parking lot landscape, required parking and required covered parking requirements.

The proposed reduction in covered parking is consistent with Objective 8.9 of the City's Housing Element which encourages a review of parking standards for multi-family 3 and 4 bedroom units, including covered parking requirements to determine if reductions are appropriate.

Per the requirements of Municipal Code Section 9.02.100, required findings have been prepared in support of the variance.

Plot Plan – PA13-0006

The project site is comprised of approximately 10 acres located within Assessor's Parcel Number 486-280-044 and a ½ acre portion of 486-280-043. The site is located at the southeast corner of Alessandro Boulevard and Lasselle Street.

The site is currently vacant with generally flat topography along the site's Alessandro Boulevard and Lasselle Street frontages. The project site is square in shape with

topography that ranges from level to sloping and includes a hillside with substantial rock outcroppings.

The project site has been previously disturbed through permitted stockpiling and borrowing activities and a City street widening project along Lasselle Street.

The proposed 141 unit affordable apartment project includes a total of eight 3-story apartment buildings of contemporary California Mission style architecture with a unit mix that includes 1, 2 and 3 bedroom apartments ranging from 723 square feet to 1,301 square feet. The buildings will include tuck-under parking garages that are mainly oriented towards the interior of the site which allows the building fronts to face the street.

The site design includes an even distribution of open, covered and visitor parking, trash enclosures, and landscape planters. Other amenities include four laundry facilities, three tot lots, two recreation buildings and a pool.

This project as designed and conditioned conforms to all development standards of the R30 zone and the design guidelines for multiple family uses as required within the City's Municipal Code.

Please refer to the attached Planning Commission staff report for additional details related to project design.

ENVIRONMENTAL

Various technical studies for topics including traffic, biological resources, cultural resources, water quality, hydrology and slope stability were prepared and submitted to City staff for review and approval. The technical studies in some instances recommended specific actions to mitigate potential impacts.

An Initial Study checklist was completed for the project to examine potential environmental impacts resulting from development of the project. Mitigation measures and conditions of approval were implemented to reduce potential impacts to a less than significant level under the categories of cultural resources and slope stability.

As designed and conditioned, the project will not have a significant effect on the environment and approval of a Mitigated Negative Declaration is recommended.

DISCUSSION

The proposed project as designed and conditioned is consistent with surrounding properties. Vacant land immediately to the north is zoned R5 for single-family

development and to the south, east and southeast is Open Space and R30 land use recently changed in conjunction with the Housing Element conformance project.

Land uses to the north include vacant Light Industrial zone land and vacant commercial zoned parcels along Alessandro Boulevard. Land uses to the west and northwest include a mix of business park, office and retail uses with numerous governmental offices including City Hall located in close proximity.

The area surrounding the proposed project includes vacant commercial land at the northwest, northeast and southwest corners of Alessandro Boulevard and Lasselle Street. The vacant property at the northeast corner of Alessandro and Lasselle has an active approval for development of a grocery store.

Existing tract homes are located to the southwest in the RS-10 and R5 zones and to the northwest in the R5 zone on the west side of Lasselle Street and to the northeast along Morrison Street between Bay Street and Alessandro Boulevard. The Riverside County Medical Center is located approximately one mile to the southeast at Nason Street and Cactus Avenue.

Planning Commission Public Hearing

The Planning Commission public hearing for the project was conducted on May 23, 2013. Following presentation of the staff report, the applicant spoke and answered Commissioner questions related to the project. There was one public speaker at this meeting who spoke in favor of the project.

Following public testimony, the Planning Commissioners discussed the project, and then voted 6-0 with one Commissioner absent, to recommend that the City Council approve the project

ALTERNATIVES

1. Approve the proposed Resolution for a General Plan Amendment (PA13-0008), **and** Introduce the proposed Ordinance for a Zone Change (PA13-0007), **and** Approve the proposed Resolution for a Variance (P13-029) **and** Approve the proposed Resolution for a Plot Plan (PA13-0006). **Staff recommends this alternative.**

2. Do not approve the proposed Resolution for a General Plan Amendment (PA13-0008), **and** do not Introduce the proposed Ordinance for a Zone Change (PA13-0007) **and** do not Approve the proposed Resolution for a Variance (P13-029) and do not Approve the proposed Resolution for a Plot Plan (PA13-0006). **Staff does not recommend this alternative**.

FISCAL IMPACT

Not applicable.

CITY COUNCIL GOALS

Not applicable.

SUMMARY

This report addresses the proposed Boulder Ridge Family Apartments project, including the Planning Commission's May 23, 2013, recommendation to the City Council to adopt a Mitigated Negative Declaration for the project and approve a General Plan Amendment and Zone Change from Neighborhood Commercial and R15 to R30 and Open Space, a Variance and a Plot Plan for a 141 unit affordable apartment project.

NOTIFICATION

A notice of the public hearing was published in the newspaper, posted at required City locations and at the project site, and mailed to property owners within 300 feet of the proposed project.

As of the date of report preparation, staff had received no public inquiries in response to the noticing for the City Council public hearing for this project.

ATTACHMENTS

1. Public Hearing Notice
2. Proposed Resolution
3. Proposed Ordinance
4. Proposed Resolution
5. Proposed Resolution
6. Mitigated Negative Declaration
7. Initial Study Checklist
8. Planning Commission meeting minutes
9. Planning Commission staff report
10. Aerial Photograph
11. Architectural Plans
12. Preliminary Grading Plans

Prepared By:
Jeff Bradshaw
Associate Planner

Department Head Approval:
John C. Terell, AICP
Interim Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:

Denied:	Continued until:
Other:	Hearing set for:

Attachment 1

Notice of PUBLIC HEARING

This may affect your property. Please read.

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Moreno Valley on the following item(s):

CASE: PA13-0006 – Plot Plan
PA13-0007 – Zone Change
PA13-0008 – General Plan Amendment
P13-029 – Variance

APPLICANT: Rancho Belago Developers, Inc.

OWNER: Lakeridge Marketplace, LLC

REPRESENTATIVE: Winchester Associates, Inc.

LOCATION: Southeast corner of Alessandro Blvd. and Lasselle St.

PROPOSAL: Plot Plan application for a 141 unit affordable apartment project on an 8.5 acre parcel. Project to include eight apartment buildings, two clubhouses with tot lots and pools. Unit mix of 1 to 3 bedroom apartments ranging from 723 square feet to 1,301 square feet. Development of this project will require a Zone Change and General Plan Amendment from Neighborhood Commercial / R15 to R30 / Open Space to allow for higher density multiple family land uses and to protect the existing slopes and rock outcroppings. The site has been graded previously under permit. The project also proposes a variance to reduce the covered parking requirement from 2 spaces to 1 space per unit for the 3-bedroom units.

ENVIRONMENTAL DETERMINATION: Mitigated Negative Declaration

COUNCIL DISTRICT: 3

STAFF RECOMMENDATION: Approval

Any person interested in any listed proposal can contact the Community & Economic Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday), or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The City Council, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing.

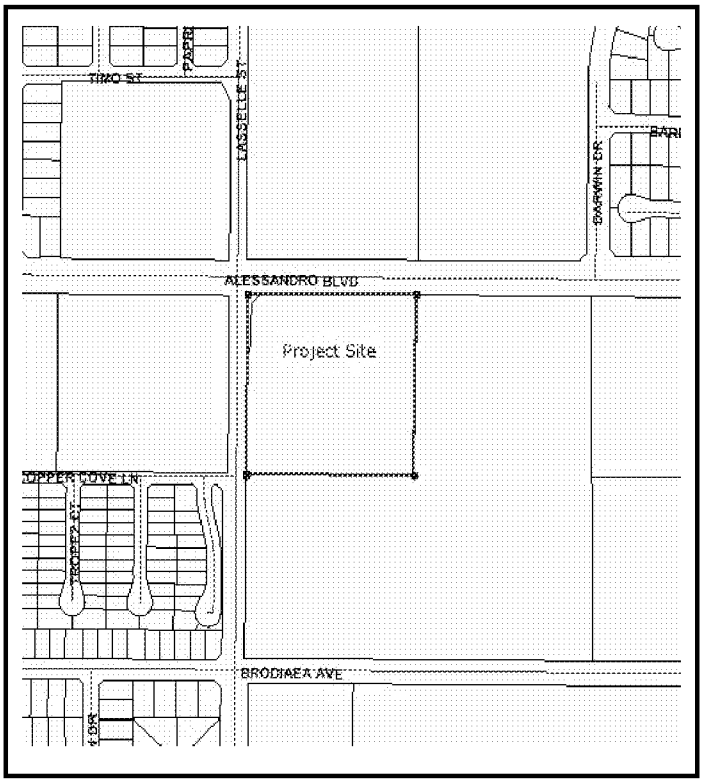

LOCATION N ↑

CITY COUNCIL HEARING

City Council Chamber, City Hall
14177 Frederick Street
Moreno Valley, Calif. 92553

DATE AND TIME: June 11, 2013 at 6 PM

CONTACT PLANNER: Jeff Bradshaw

PHONE: (951) 413-3224

RESOLUTION NO.2013-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT APPLICATION NO. PA13-0008, CHANGING THE LAND USE DESIGNATION FROM NEIGHBORHOOD COMMERICAL AND R15 TO R30 AND OPEN SPACE FOR APPROXIMATELY 10 ACRES LOCATED AT THE SOUTHEAST CORNER OF ALESSANDRO BOULEVARD AND LASSELLE STREET (ASSESSOR'S PARCEL NUMBER 486-280-044 AND A PORTION OF -043).

WHEREAS,the applicant, Rancho Belago Developers, Inc., filed Application No. PA13-0008, requesting an amendment to the Moreno Valley General Plan, as described in the title of this resolution and the attached Exhibit A; and

WHEREAS, on May 23, 2013, the Planning Commission of the City of Moreno Valley held a public hearing to consider the subject application and all of the environmental documentation prepared for the project and recommended City Council approval; and

WHEREAS, on June 11, 2013, the City Council of the City of Moreno Valley held a public hearing to consider the subject application and all of the environmental documentation prepared for the project; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS,the City Council considered the initial study prepared for the project for the purpose of compliance with the California Environmental Quality Act (CEQA). Based on the initial study, it was determined that the project will not have a significant effect and approval of a Mitigated Negative Declaration is recommended.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this City Council during the above-referenced meeting, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies –The proposed general plan amendment is consistent with the General Plan, and its goals, objectives, policies and programs.

FACT: The project proposes a General Plan Amendment from Neighborhood Commercial and R15 to R30 and Open Space for development of a 141 unit affordable apartment complex. Based upon the conclusions of a Focused Traffic Analysis prepared by Kunzman Associates, Inc., in April 2013 for the project, project traffic resulting from the proposed Plot Plan, Zone Change, and General Plan Amendment is less than traffic projections under the current land use and will not exceed General Plan build out projections for the project site. The proposed general plan amendment of a mix of residential land use and open space establishes a residential density and protection for the slopes and rock outcroppings that is consistent with the General Plan, and its goals, objectives, policies and programs.

2. Health, Safety and Welfare –The proposed general plan amendment will not be detrimental to the public health, safety or welfare.

   FACT: The proposed General Plan Amendment will not adversely affect the public health, safety or general welfare. An initial study of the potential environmental impacts of the amendment has been completed in accordance with the provisions of the California Environmental Quality Act (CEQA). A Mitigated Negative Declaration has been prepared, as there is no evidence that the proposed land use change will have a significant effect on public health or be materially injurious to surrounding properties or the environment as a whole.

BE IT FURTHER RESOLVED that the City Council of the City of Moreno Valley HEREBY APPROVESResolution No. 2013-_____.approving PA13-0008, as shown on the attachment included as Exhibit A.

APPROVED AND ADOPTED this 11th day of June 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00204466

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-40 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Exhibit A

GENERAL PLAN AMENDMENT

Application No. PA13-0008
APN's 486-280-044 and portion -043
Resolution No. 2013-

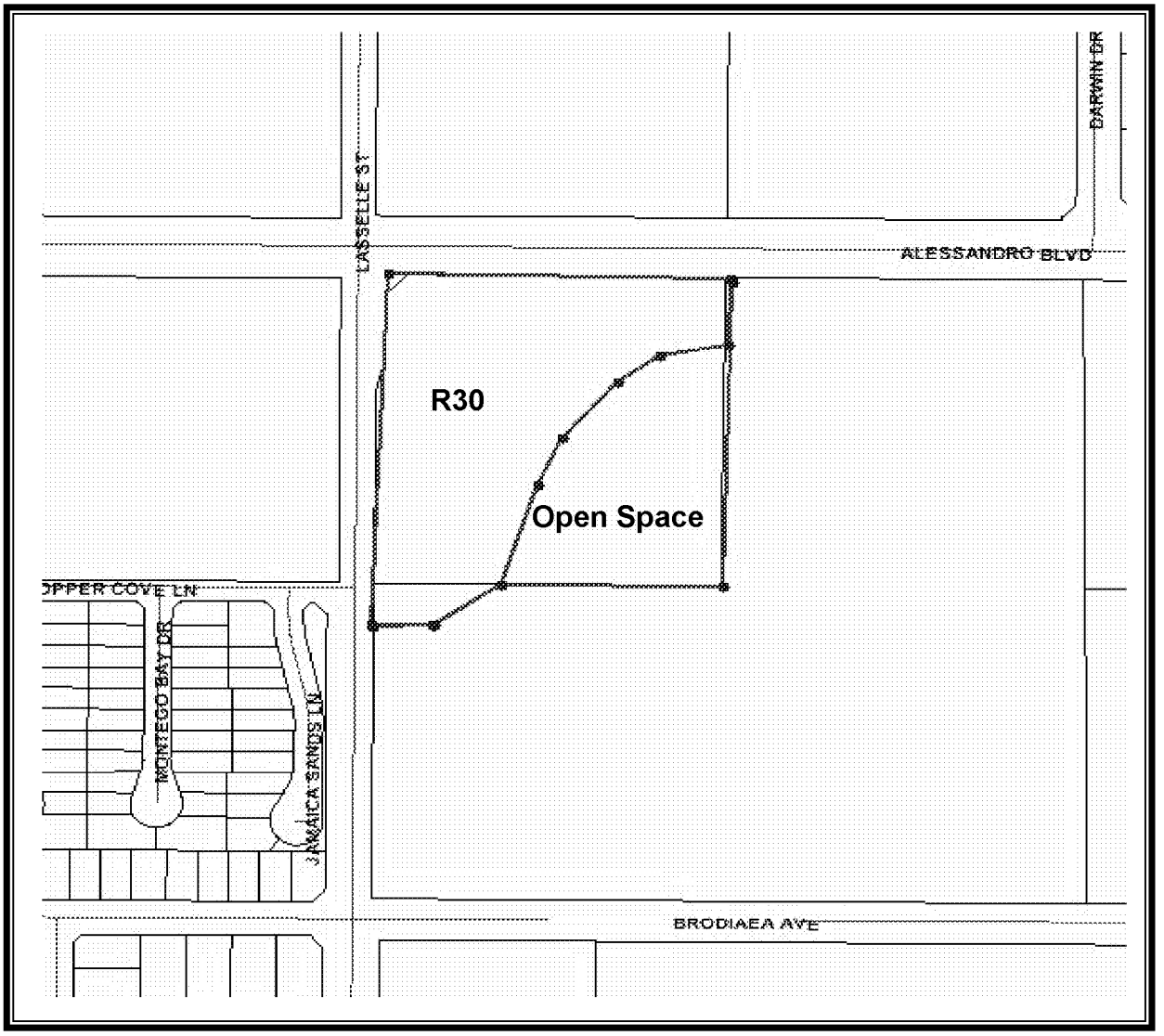

ADOPTED_____

EFFECTIVE_____

ORDINANCE NO. 870

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING ZONE CHANGE APPLICATION NO. PA13-0007, CHANGING THE LAND USE DESIGNATION FROM NEIGHBORHOOD COMMERICAL AND R15 TO R30 AND OPEN SPACE FOR APPROXIMATELY 10 ACRES LOCATED AT THE SOUTHEAST CORNER OF ALESSANDRO BOULEVARD AND LASSELLE STREET (ASSESSOR'S PARCEL NUMBER 486-280-044 AND A PORTION OF -043).

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1 GENERAL:

1.1 The applicant, Rancho Belago Developers, Inc., has filed application PA13-0007, requesting an amendment to Pages 98 and 99 of the City's Official Zoning Atlas, as described in this ordinance.

1.2 Pursuant to the provisions of the law, a public hearing was held before the City Council on June 11, 2013, for deliberations and decision.

1.3 The matter was fully discussed, and the public and other agencies presented testimony and documentation.

1.4 A Mitigated Negative Declaration is proposed for the project under California Environmental Quality Act (CEQA) guidelines.

SECTION 2 FINDINGS:

2.1 Based upon substantial evidence presented to this City Council on June 11, 2013, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed Zone Change is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The project proposes a Zone Change from Neighborhood Commercial and R15 to R30 and Open Space for development of a 141 unit affordable apartment complex. Based upon the conclusions of a Focused Traffic Analysis prepared by Kunzman Associates, Inc., in April 2013 for the project, project traffic resulting from the proposed Plot Plan, Zone Change, and General Plan Amendment is less than traffic projections under the current land use and will not exceed General Plan build out projections for the project site. The proposed zone change establishes a mix of residential land use and open space that results in an

appropriate residential density and protection for the slopes and rock outcroppings that is consistent with the General Plan, and its goals, objectives, policies and programs.

2. Conformance with the Zoning Regulations – The proposed Zone Change is consistent with the purposes and intent of Title 9 of the City of Moreno Valley Municipal Code.

   FACT: The Zone Change application has met the City's Municipal Code and other regulations to change the zone. As proposed, the zone change from Neighborhood Commercial and R15 to R30 and Open Space for the approximately 10 acre project site is consistent with the purposes and intent of Title 9.

3. Health, Safety and Welfare – The proposal will not be detrimental to the public health, safety or welfare.

   FACT: The proposed Zone Change will not adversely affect the public health, safety or general welfare. An initial study of the potential environmental impacts of the amendment has been completed in accordance with the provisions of the California Environmental Quality Act (CEQA). A Mitigated Negative Declaration has been prepared, as there is no evidence that the proposed land use change will have a significant effect on public health or be materially injurious to surrounding properties or the environment as a whole.

SECTION 3 AMENDMENT OF THE OFFICIAL ZONING ATLAS:

3.1 The City of Moreno Valley Official Zoning Atlas, as adopted by Ordinance No. 359, on April 14, 1992, of the City of Moreno Valley, and as amended thereafter from time to time by the City Council of the City of Moreno Valley, is further amended by placing in effect the zone or zone classification as shown on the attached map (marked "Exhibit A" and included herein by reference and on file in the office of the City Clerk).

SECTION 4 EFFECT OF ENACTMENT:

4.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5 NOTICE OF ADOPTION:

5.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6 EFFECTIVE DATE:

6.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 25th day of June, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 870 had its first reading on June 11, 2013 and had its second reading on June 25, 2013, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of June, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Exhibit A

ZONE CHANGE

Application No. PA13-0007
APN's 486-280-044 and portion of -043
Ordinance No.

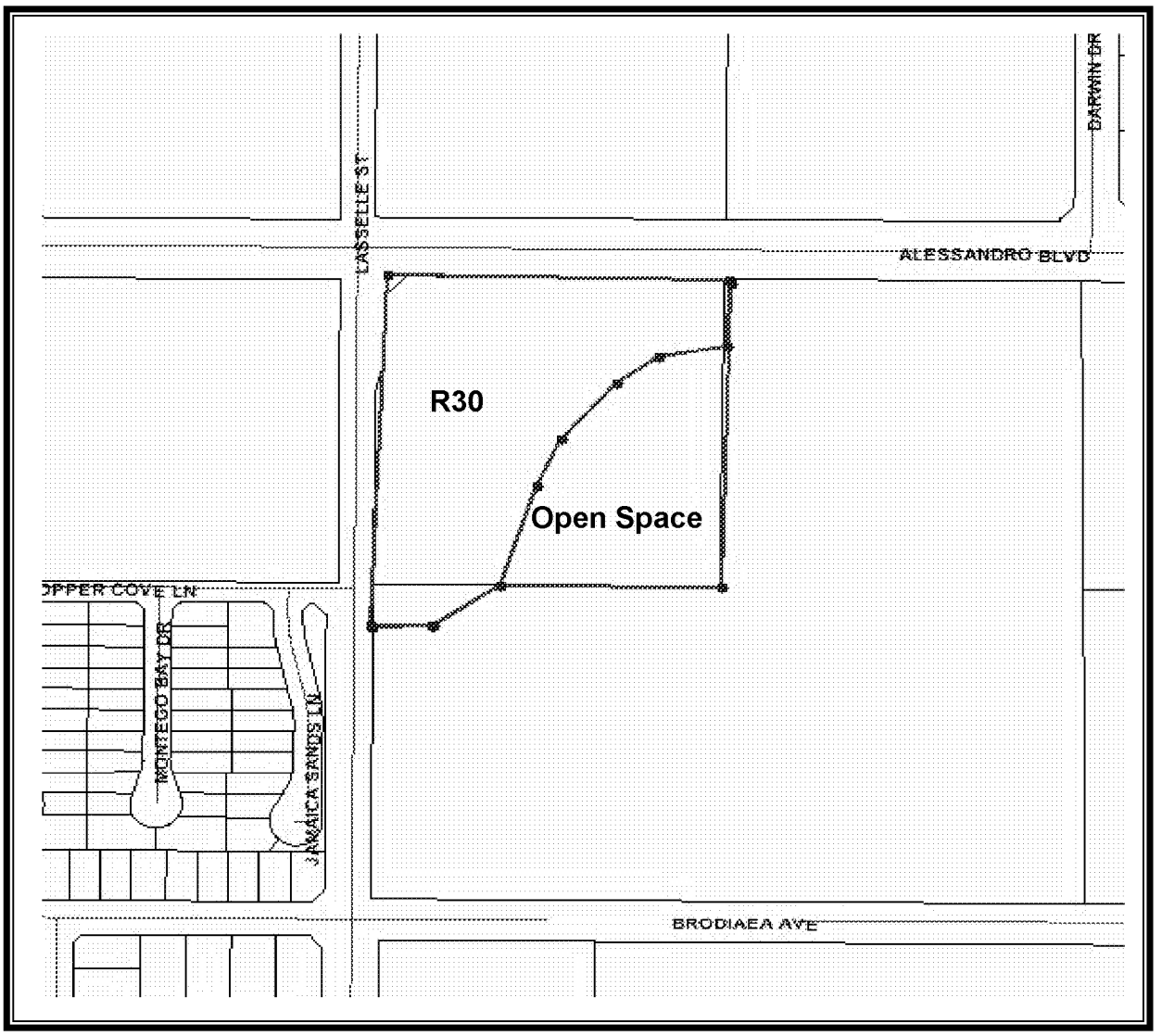

N

ADOPTED_____

EFFECTIVE_____

RESOLUTION NO. 2013-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING VARIANCE APPLICATION NO. P13-029, TO REDUCE THE COVERED PARKING REQUIREMENT FROM 2 SPACES TO 1 SPACE PER UNIT FOR 3-BEDROOM UNITS, FOR A 141 UNIT AFFORDABLE APARTMENT LOCATED AT THE SOUTHEAST CORNER OF ALESSANDRO BOULEVARD AND LASSELLE STREET (APN'S 486-280-044 AND A PORTION OF -043).

WHEREAS,the applicant, Rancho Belago Developers, Inc., filed Application No. P13-029, requesting aVariance as described in the title of this resolution; and

WHEREAS, on May 23, 2013, the Planning Commission of the City of Moreno Valley held a public hearing to consider the subject application and all of the environmental documentation prepared for the project and recommended City Council approval; and

WHEREAS, on June 11, 2013, the City Council of the City of Moreno Valley held a public hearing to consider the subject application and all of the environmental documentation prepared for the project; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS,the City Council considered the initial study prepared for the project for the purpose of compliance with the California Environmental Quality Act (CEQA). Based on the initial study, it was determined that the project will not have a significant effect and approval of a Mitigated Negative Declaration is recommended.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this City Council during the above-referenced meeting, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. Unnecessary Hardship – That strict or literal interpretation and enforcement of the specified regulation would result in practical difficulty or unnecessary hardship not otherwise shared by others within the surrounding area or vicinity.

FACT: The project site includes a rocky hilltop with topography that varies from level to sloping with substantial rock outcroppings. The project design is consistent with General Plan and Municipal Code guidelines regarding protection of slopes, ridgelines and rock outcroppings. The result is a developable portion of the site that is irregular in shape which poses challenges when designing the project to meet required parking lot landscape, required parking and required covered parking requirements. As an affordable apartment project, a reduced parking calculation is permitted. The 141 unit affordable apartment project as designed, provides required parking for the proposed unit mix of 1, 2 and 3 bedroom units. The proposed reduction in covered parking for 3 bedroom units allows for a design that is more open and which satisfies required parking lot landscape and overall parking requirements. Strict or literal interpretation and enforcement of the specified regulation would result in practical difficulty or unnecessary hardship not otherwise shared by others within the surrounding area or vicinity

2. Exceptional or Extraordinary Circumstances – That there are exceptional or extraordinary circumstances or conditions applicable to the property involved or to the intended use of the property which do not apply generally to other properties in the vicinity and under the same zoning classification.

   FACT: The project site includes a rocky hilltop with topography that varies from level to sloping with substantial rock outcroppings. The project design is consistent with General Plan and Municipal Code guidelines regarding protection of slopes, ridgelines and rock outcroppings. The result is a developable portion of the site that is irregular in shape which poses challenges when designing the project to meet required parking lot landscape, required parking and required covered parking requirements. As an affordable apartment project, a reduced parking calculation is permitted. The 141 unit affordable apartment project as designed, provides required parking for the proposed unit mix of 1, 2 and 3 bedroom units. The proposed reduction in covered parking for 3 bedroom units allows for a design that is more open and which satisfies required parking lot landscape and overall parking requirements. There are exceptional or extraordinary circumstances or conditions applicable to the property involved which do not apply generally to other properties in the vicinity and under the same zoning classification.

3. Deprive the Applicant of Privileges – That strict or literal interpretation and enforcement of the specified regulation would deprive the applicant of privileges enjoyed by the owners of other properties in the vicinity and under the same zoning classification.

FACT: The project site includes a rocky hilltop with topography that varies from level to sloping with substantial rock outcroppings. The project design is consistent with General Plan and Municipal Code guidelines regarding protection of slopes, ridgelines and rock outcroppings. The result is a developable portion of the site that is irregular in shape which poses challenges when designing the project to meet required parking lot landscape, required parking and required covered parking requirements. As an affordable apartment project, a reduced parking calculation is permitted. The 141 unit affordable apartment project as designed, provides required parking for the proposed unit mix of 1, 2 and 3 bedroom units. The proposed reduction in covered parking for 3 bedroom units allows for a design that is more open and which satisfies required parking lot landscape and overall parking requirements. Strict enforcement of the required covered parking requirement for 3 bedroom units would deprive the applicant of privileges enjoyed by other property owners in the vicinity or under the same zoning classification.

4. A Grant of Special Privilege – That the granting of the variance will not constitute a grant of special privilege inconsistent with the limitations on other properties in the vicinity and under the same zoning classification.

   FACT:Approval of the variance would not constitute a grant of special privilege inconsistent with the limitations on other properties in the vicinity and under the same zoning classification. There are no other properties in the vicinity of the project or under the same zoning classification which also share the same site constraints (unique buildable parcel area and topography).

5. Health, Safety and Welfare –That the granting of the variance will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity; and

   FACT: The granting of a variance would allow for a reduced covered parking requirement for 3 bedroom units. Total required parking would still be provided per the City's Municipal Code. The project as proposed will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.

6. Conformance with General Plan Policies –That the granting of a variance is consistent with the objectives and policies of the general plan and the intent of this title.

   FACT: The granting of the variance is consistent with the objectives and policies of the General Plan and the intent of the Municipal Code. The

project design is consistent with General Plan and Municipal Code guidelines regarding protection of slopes, ridgelines and rock outcroppings. The result is a developable portion of the site that is irregular in shape which poses challenges when designing the project to meet required parking lot landscape, required parking and required covered parking requirements. If the standard requirement for covered parking for the 3 bedroom units is not reduced, this will result in a reduction in parking lot landscape and potentially total required parking. The reduction in covered parking is also consistent with Objective 8.9 of the City's Housing Element which encourages a review of parking standards for multi-family 3 and 4 bedroom units, including covered parking requirements to determine if reductions are appropriate. The variance will provide for equity in the use of the project site, and will prevent unnecessary hardships that might result from a strict or literal interpretation and enforcement of certain regulations.

BE IT FURTHER RESOLVED that the City Council of the City of Moreno Valley HEREBY APPROVESResolution No. 2013-_____.approving P13-029.

APPROVED AND ADOPTED this 11th day of June 2013.

_____
Mayor of the City of MorenoValley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00204477

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENOVALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-41 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

MV00204478

RESOLUTION NO. 2013-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PLOT PLAN APPLICATION NO. PA13-0006 TO DEVELOP A 141 UNIT AFFORDABLE APARTMENT PROJECT ON APPROXIMATELY 10 ACRES LOCATED AT THE SOUTHEAST CORNER OF ALESSANDRO BOULEVARD AND LASSELLE STREET (ASSESSOR'S PARCEL NUMBER 486-280-044 AND A PORTION OF -043).

Section 1:

WHEREAS, the applicant, Rancho Belago Developers, Inc., filed Application No. PA13-0006, requesting approval of a Plot Plan for a 141 unit affordable apartment project, as described in the title of this resolution; and

WHEREAS, on May 23, 2013, the Planning Commission of the City of Moreno Valley held a public hearing to consider the subject application and all of the environmental documentation prepared for the project and recommended City Council approval; and

WHEREAS, on June 11, 2013, the City Council of the City of Moreno Valley held a public hearing to consider the subject application and all of the environmental documentation prepared for the project; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, the City Council considered the initial study prepared for the project for the purpose of compliance with the California Environmental Quality Act (CEQA). Based on the initial study, it was determined that the project will not have a significant effect and approval of a Mitigated Negative Declaration is recommended.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this City Council during the above-referenced meeting, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.

FACT: The General Plan encourages a range of housing types with common amenities and open space. The affordable housing project is consistent with Objective 8.9 of the City's Housing Element which encourages the creation of affordable housing. The project as designed and conditioned would achieve the objectives of the City of Moreno Valley's General Plan. The related General Plan Amendment and Zone Change to establish a mix of residential land use and open space results in a residential density that is appropriate for the area and protection for the slopes and rock outcroppings that is consistent with the General Plan, and does not conflict with its goals, objectives, policies and programs.

2. Conformance with Zoning Regulations – The proposed use complies with all applicable zoning and other regulations.

   FACT: Subject to approval of related Variance application P13-029, the project as designed and conditioned is in compliance with all applicable provisions of the City's Municipal Code.

3. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

   FACT: The proposed plot plan as designed and conditioned will not adversely affect the public health, safety or general welfare. An initial study of the potential environmental impacts of the amendment has been completed in accordance with the provisions of the California Environmental Quality Act (CEQA). A Mitigated Negative Declaration has been prepared, as there is no evidence that the proposed land use change will have a significant effect on public health or be materially injurious to surrounding properties or the environment as a whole.

4. Location, Design and Operation – The location, design and operation of the proposed project will be compatible with existing and planned land uses in the vicinity.

   FACT: The design of the proposed apartment project is consistent with the Design Guidelines and development standards of the City's Municipal Code. The proposed apartments are a permitted use in the proposed R30 zone. The operation of the proposed project will be consistent with the proposed R30 and Open Space zones. The project as designed and conditioned will be compatible with existing and planned land uses in the vicinity.

<u>Section 2:</u>

FEES, DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

1. FEES

Impact, mitigation and other fees are due and payable under currently applicable ordinances and resolutions. These fees may include but are not limited to: Development Impact Fee, Transportation Uniform Mitigation Fee (TUMF), Multi-species Habitat Conservation Plan (MSHCP) Mitigation Fee, Stephens Kangaroo Habitat Conservation fee, Underground Utilities in lieu Fee, Area Drainage Plan fee, Bridge and Thoroughfare Mitigation fee (Future) and Traffic Signal Mitigation fee. The final amount of fees payable is dependent upon information provided by the applicant and will be determined at the time the fees become due and payable.

Unless otherwise provided for by this resolution, all impact fees shall be calculated and collected at the time and in the manner provided in Chapter 3.32 of the City of Moreno Valley Municipal Code or as so provided in the applicable ordinances and resolutions. The City expressly reserves the right to amend the fees and the fee calculations consistent with applicable law.

2. DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

The adopted Conditions of Approval for PA13-0006, incorporated herein by reference, may include dedications, reservations, and exactions pursuant to Government Code Section 66020 (d) (1).

3. CITY RIGHT TO MODIFY/ADJUST; PROTEST LIMITATIONS

The City expressly reserves the right to establish, modify or adjust any fee, dedication, reservation or other exaction to the extent permitted and as authorized by law.

Pursuant to Government Code Section 66020(d)(1), NOTICE IS FURTHER GIVEN that the 90 day period to protest the imposition of any impact fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this resolution and any such protest must be in a manner that complies with Section 66020(a) and failure to timely follow this procedure will bar any subsequent legal action to attack, review, set aside, void or annul imposition.

The right to protest the fees, dedications, reservations, or other exactions does not apply to planning, zoning, grading, or other

similar application processing fees or service fees in connection with this project and it does not apply to any fees, dedication, reservations, or other exactions of which a notice has been given similar to this, nor does it revive challenges to any fees for which the Statute of Limitations has previously expired.

BE IT FURTHER RESOLVED that the City Council of the City of Moreno Valley HEREBY APPROVES Resolution No. 2013-_____. approving PA13-0006, subject to the attached conditions of approval included as Exhibit A.

APPROVED AND ADOPTED this 11th day of June 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00204482

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-42 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL FOR PA13-0006
PLOT PLAN FOR A 141 UNIT AFFORDABLE APARTMENT PRJOECT
ASSESSOR'S PARCEL NUMBERS: 486-280-044 AND A PORTION OF -043

APPROVAL DATE:
EXPIRATION DATE:

_X_ Planning (P), including Building (B) School District (S), Post Office (PO),
_X_ Public Works, Land Development Division (LD)
_X_ Fire Prevention Bureau (F)
_X_ Public Works – Special Districts Division (SD)
_X_ Public Works – Transportation Engineering Division (TE)
_X_ Public Works – Moreno Valley Utilities (MVU)
___ Parks & Community Services (PCS)
_X_ Police (PD)
___ Other (Specify or Delete)

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Planning Division

For questions regarding any Planning condition of approval, please contact the Planning Division at (951) 413-3206.

P1. Approval of Plot Plan PA13-0006 is subject to approval of General Plan Amendment application PA13-0008, Zone Change application PA13-0007, and Variance application P13-029.

P2. Plot Plan PA13-0006 has been approved for development of a 141 unit affordable apartment project on a site of approximately 10 acres. A change or modification shall require separate approval.

P3. A mitigation monitoring fee, as provided by City ordinance, shall be paid by the applicant within 30 days of project approval. No City permit or approval shall be issued until such fee is paid. (CEQA)

P4. The design of all swales and basins that are visible from the public right-of-way shall be integrated with the surrounding landscape areas.

General Conditions

P5. This approval shall expire three years after the approval date of this project unless used or extended as provided for by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever. Use means the beginning of substantial construction contemplated by this approval within the three-year period, which is thereafter pursued to completion, or the beginning of substantial utilization contemplated by this approval. (MC 9.02.230)

P6. The site shall be developed in accordance with the approved plans on file in the Community & Economic Development Department - Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the Planning Official. (MC 9.14.020)

P7. The developer, or the developer's successor-in-interest, shall be responsible for maintaining any undeveloped portion of the site in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)

P8. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)

P9. A drought tolerant, low water using landscape palette shall be utilized throughout the project.

P10. Any signs indicated on the submitted plans are not included with this approval. Any signs**, whether permanent (e.g. wall, monument) or temporary (e.g. banner, flag),** proposed for this development shall be designed in conformance with the sign provisions of the Development Code or approved sign program, if applicable, and shall require separate application and approval by the Planning Division. **No signs are permitted in the public right of way.** (MC 9.12)

Prior to Issuance of Grading Permits

P11. (GP) All site plans, grading plans, landscape and irrigation plans, fence/wall plans, lighting plans and street improvement plans shall be coordinated for consistency with this approval.

P12. (GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative

measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community & Economic Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

If human remains are discovered**, no further disturbance shall occur until** the County Coroner **has made necessary findings as to origin**. If **the County Coroner** determine**s** that the remains are potentially Native American, the California Native American Heritage Commission **shall be contacted within a reasonable timeframe to identify the "most likely descendant." The "most likely descendant" shall then make recommendations, and engage in consultations concerning the treatment of the remains (California Public Resources Code 5097.98).** (GP Objective 23.3, CEQA).

P13. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephens' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)

P14. (GP) Prior to approval of any grading permits, final median enhancement/landscape/irrigation plans shall be submitted to the Planning Division, and Public Works Department – Special Districts for review and approval by each division. (GP - Circulation Master Plan) Timing of installation shall be determined by PW - Special Districts.

P15. (GP) Prior to approval of any grading permits, plans for any security gate system shall be submitted to the Planning Division for review and approval.

P16. (GP) Within thirty (30) days prior to any grading or other land disturbance, a pre-construction survey for Burrowing Owls shall be conducted pursuant to the established guidelines of Multiple Species Habitat Conservation Plan.

P17. (GP) Prior to issuance of any grading permits, rock outcroppings or aesthetic features shall be identified on the grading plans as preserved in place, relocated, transplanted or otherwise protected. Features to be protected shall be identified and designated on the grading plan. (DG)

P18. The owner or owner's representative shall establish and maintain a relationship with the City of Moreno Valley and cooperate with the Problem Oriented Policing (POP) program, or its successors.

P19. (GP) At grade decorative concrete shall be used to delineate pedestrian pathways across circulation aisles/paths within the drive aisles throughout the development to connect dwellings with open spaces and/or

recreational uses and/or the public right-of-way. The pathways shall be shown on the precise grading plan. Accessible pedestrian pathways interior to the site cannot be painted. If delineation is necessary, then an alternative material is required. (GP Objective 46.8, DG)

P20. (GP) Prior to the issuance of building permits, the site plan shall show decorative concrete pavers or decorative concrete for all driveway ingress/egress locations of the project and for the drive aisle segment between Buildings 3A and 7.

P21. (GP) Prior to issuance of grading permits, the developer shall submit wall/fence plans to the Planning Division for review and approval as follows:

A. A maximum 6 foot high tubular steel fence shall be required at the property line, for all flat portions of the site outside of slopes, to separate the project from adjacent Open Space areas.

B. Any proposed retaining walls shall be constructed with decorative block or treated with stucco to match the apartments.

P22. (GP) Prior to issuance of any grading permits, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein. The following mitigation measures must be addressed prior to issuance of grading permits:

Cultural Resources:

MM CUL-1 Prior to the issuance of a grading permit, the Project Applicant shall provide evidence to the City of Moreno Valley that a Cultural Resources Monitoring Agreement has been secured for qualified Tribal representatives and that a professional archaeological monitor has been retained by the Applicant to conduct monitoring of all mass grading and trenching activities and has the authority to temporarily halt and redirect earthmoving activities in the event that suspected archaeological resources are unearthed during Project construction. The Project Archaeologist and Tribal representatives shall attend the pre-grading meeting with the City and contractors to explain and coordinate the requirements of the monitoring program.

MM CUL-2 Prior to the issuance of a grading permit, the Applicant shall provide evidence to the City of Moreno Valley that appropriate Native American representative(s), Project Archaeologist and the Tribal representative(s) shall be allowed to monitor and have received a minimum of 30 days advance notice of all mass grading and trenching activities. During grading and trenching operations, the Tribal representatives and the project archaeological monitor shall observe all mass grading and trenching activities per the Cultural Resources Monitoring Agreement. If the Tribal representatives suspect that an

archaeological resource may have been unearthed, the archaeologist or the tribal representative shall immediately halt and redirect grading operations in a 100-foot radius around the find to allow identification and evaluation of the suspected resource. In consultation with the appropriate Native American Tribe(s), the archaeological monitor shall evaluate the suspected resource and make a determination of significance pursuant to California Public Resources Code Section 21083.2.

MM CUL-3 If a significant archaeological resource(s) is discovered on the property, ground disturbing activities shall be suspended 100 feet around the resource(s). The archaeological monitor and representatives of the appropriate Native American Tribe(s), the Project Applicant, and the City Planning Division shall confer regarding mitigation of the discovered resource(s). A treatment plan and/or preservation plan shall be prepared and by the archaeological monitor and reviewed by representatives of the appropriate Native American Tribe(s), the Project Applicant, and the City Planning Division and implemented by the archaeologist to protect the identified archaeological resource(s) from damage and destruction. The landowner shall relinquish ownership of all archaeological artifacts that are of Native American origin found on the Project site to the culturally affiliated Native American tribe(s) for proper treatment and disposition. A final report containing the significance and treatment findings shall be prepared by the archaeologist and submitted to the City Planning Division, the appropriate Native American tribe(s), and the Eastern Information Center at the University of California, Riverside. All cultural material collected during the grading monitoring program and from any previous archaeological studies or excavations on the project site shall be curated according to the current professional repository standards and may include the Pechanga Bands curatorial facility.

MM CUL-4 Prior to grading permit issuance, the City shall verify that the following note is included on the Grading Plan:

"If any suspected archaeological resources are discovered during ground-disturbing activities and the archaeological monitor or Tribal representatives are not present, the construction supervisor is obligated to halt work in a 100-foot radius around the find and call the project archaeologist and the Tribal representatives to the site to assess the significance of the find."

MM CUL-5 Prior to grading permit issuance, the City shall verify that the following note is included on the Grading Plan:

"If any suspected paleontological resources are discovered during ground-disturbing activities, the construction supervisor is obligated to halt work in a 100-foot radius around the find and call a qualified paleontologist to the site to assess the significance of the find. A qualified paleontologist shall evaluate the suspected resource. If the paleontologist determines that the find is not unique, construction shall be permitted to proceed. However, if the paleontologist

determines that further information is needed to evaluate significance, the City of Moreno Valley shall be notified and a treatment plan shall be prepared and implemented in consultation with the City to protect the identified paleontological resource(s) from damage and destruction."

MM CUL-6 If human remains are encountered, California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the Riverside County Coroner has made the necessary findings as to origin. Further, pursuant to California Public Resources Code Section 5097.98(b), remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made by the Coroner. If the Riverside County Coroner determines the remains to be Native American, the California Native American Heritage Commission must be contacted within 24 hours. The Native American Heritage Commission must then immediately notify the "most likely descendant(s)" of receiving notification of the discovery. The most likely descendant(s) shall then make recommendations within 48 hours, and engage in consultations concerning the treatment of the remains as provided in Public Resources Code §5097.98.

MM CUL-7 There are recorded archaeological sites within the vicinity of the Project, but no recorded archaeological sites within the Project boundaries. Prior to construction of the project, the developer shall coordinate with the City on a fence plan to restrict movement from the project site onto off-site resources on the adjacent parcel (APN 486-280-043) to reduce potential impacts by non-construction activities on recorded off-site archaeological resources. If the project limits are determined to include recorded archaeological sites that are outside of areas proposed for development, then, given the sensitivity of these resources and the potential for their impact by non-construction activities, a long-term preservation plan for the protection of these cultural resources will be prepared and executed between the appropriate Native American Tribe and the Project Applicant. The sites that will be included in the preservation plan shall include but not be limited to CA-RIV-857, CA-RIV-3159, CA-RIV-3341 and CA-RIV-3342. The Preservation Plan must, at a minimum, include provisions for allowable activities, if any, around the cultural resources; what kinds of protective measures will be put in place (i.e., appropriate fencing, use of native plants and other methods that are acceptable to all parties); the roles of each party with respect to the maintenance and protection of the resources and any surrounding landscaping; methods of addressing nuisance concerns and potential vandalism; and any other provisions necessary for the protection of these cultural resources in perpetuity.

Slope Stability

MM LD-1 Cut slopes in rock can be excavated at 1:1, but colluvium shall be sloped back at 2:1.

MM LD-2 Cut slopes to be mapped upon exposure to confirm wedge analysis results.

MM LD-3 Further evaluation of boulders identified as having the potential to be unstable shall be conducted prior to site grading.

MM LD-4 Loose boulders identified on the map or during grading shall be removed or stabilized.

MM LD-5 Erosion control such as plants or jute netting shall be installed on cut slopes.

PRIOR TO BUILDING PERMITS

P23. Prior to issuance of any building permits, the applicant shall provide evidence guaranteeing the project's long term affordability consistent with Municipal Code requirements.

P24. (BP) Prior to issuance of building permits, the Planning Division shall review and approve the location and method of enclosure or screening of transformer cabinets, commercial gas meters and back flow preventers as shown on the final working drawings. Location and screening shall comply with the following criteria: transformer cabinets and commercial gas meters shall not be located within required setbacks and shall be screened from public view either by architectural treatment or landscaping; multiple electrical meters shall be fully enclosed and incorporated into the overall architectural design of the building(s); back-flow preventers shall be screened by landscaping. (GP Objective 43.30, DG)

P25. (BP) Prior to issuance of building permits, screening details shall be addressed on plans for roof top equipment and trash enclosures submitted for Planning Division review and approval. All equipment shall be completely screened so as not to be visible from public view, and the screening shall be an integral part of the building. For trash enclosures, landscaping shall be included on at least three sides. The trash enclosure, including any roofing, shall be compatible with the architecture for the building(s). (GP Objective 43.6, DG)

P26. (BP) Prior to issuance of building permits, two copies of a detailed, on-site, computer generated, point-by-point comparison lighting plan, including exterior building, parking lot, and landscaping lighting, shall be submitted to the Planning Division for review and approval. The lighting plan shall be generated on the plot plan and shall be integrated with the final landscape plan. The plan shall indicate the manufacturer's specifications for light fixtures used and shall include style, illumination, location, height and method of shielding. The lighting shall be designed in such a manner so that it does not exceed 0.25 foot candles illumination within five feet of a property line. The lighting level for all parking lots or structures shall be a minimum coverage of one foot-candle of light with a

maximum of eight foot-candles. After the third plan check review for lighting plans, an additional plan check fee will apply. (MC 9.08.100, DG)

P27. (BP) Prior to issuance of building permits, the developer or developer's successor-in-interest shall pay all applicable impact fees, including but not limited to the City's adopted Development Impact Fees. (Ord)

P28. (BP) Prior to issuance of building permits, for multi-family projects that will be phased, a phasing plan application shall be submitted to the Planning Division for approval, if occupancy is proposed to be phased.

P29. (BP) Prior to issuance of any building permits, final landscaping and irrigation plans shall be submitted for review and approved by the Planning Division. After the third plan check review for landscape plans, an additional plan check fee shall apply. The plans shall be prepared in accordance with the City's Landscape Standards and shall include:

A. Finger and end planters with required step outs and curbing shall be provided every 12 parking stalls as well as at the terminus of each aisle.
B. Drought tolerant landscape shall be used. Sod shall be limited to gathering areas.
C. Street trees shall be provided every 40 feet on center in the right of way.
D. On-site trees shall be planted at an equivalent of one (1) tree per thirty (30) linear feet of the perimeter of a parking lot and per thirty linear feet of a building dimension for the portions of the building visible from a parking lot or right of way. Trees may be massed for pleasing aesthetic effects.
E. Enhanced landscaping shall be provided at all driveway entries and street corner locations
F. The review of all utility boxes, transformers etc. shall be coordinated to provide adequate screening from public view.
G. Landscaping on three sides of any trash enclosure.
H. All site perimeter and parking lot landscape and irrigation shall be installed prior to the release of certificate of any occupancy permits for the site or phase in question.

P30. (BP) Prior to the issuance of building permits, elevation plans for trash enclosures shall be provided that include decorative enhancements such as an enclosed roof and other decorative features that are consistent with the architecture of the proposed buildings on the site, subject to the approval of the Planning Division.

P31. (BP) Prior to the issuance of building permits, the plot plan shall include decorative concrete pavers for all driveway ingress/egress locations for the project.

P32. (BP) Prior to the issuance of building permits, the building plans shall reference the use of stone treatments on the patio enclosure walls at the corner of Building 1 and the pilasters and caps for the fence and gates at the Alessandro Boulevard entrance.

PRIOR TO CERTIFICATE OF OCCUPANCY

P33. (CO) Prior to issuance of Certificates of Occupancy or building final, the required landscaping and irrigation shall be installed. (MC 9.03.040)

P34. (CO) Prior to the issuance of Certificates of Occupancy or building final, all required and proposed fences and walls shall be constructed according to the approved plans on file in the Planning Division. (MC 9.080.070).

P35. (BP/CO) Prior to issuance of Certificate of Occupancy or building final, installed landscaping and irrigation shall be inspected by the Planning Division. All on-site and common area landscaping shall be installed in accordance with the City's Landscape Standards and the approved project landscape plans and all site clean-up shall be completed. All site perimeter and parking lot landscape and irrigation shall be installed prior to the release of certificate of any occupancy permits for the site or phase in question.

Building and Safety Division

B1. The above project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as city ordinances. All new projects shall provide a soils report as well. Plans shall be submitted to the Building Department as a separate submittal. The 2010 edition of the California Codes became effective for all permits issued after January 1, 2011.

B2. Prior to final inspection, all plans will be placed on a CD Rom for reference and verification. Plans will include "as built" plans, revisions and changes. The CD will also include Title 24 energy calculations, structural calculations and all other pertinent information. It will be the responsibility of the developer and or the building or property owner(s) to bear all costs required for this process. The CD will be presented to the Building and Safety Division for review prior to final inspection and building occupancy. The CD will become the property of the Moreno Valley Building and Safety Division at that time. In addition, a site plan showing the path of travel from public right of way and building to building access with elevations will be required.

B3. (BP) Prior to the issuance of a building permit, the applicant shall submit a properly completed "Waste Management Plan" (WMP), as required, to the Compliance Official (Building Official) as a portion of the building or demolition permit process.

B4. (BP) Prior to the issuance of a building permit, show on the plans that no gutter, drainage feature, swale or other deviation in the flat level surface at the accessible parking spaces exists within and for a minimum four foot extension beyond the outer dimensions of the parking space, loading zone and path of travel.

SCHOOL DISTRICT

S1. (BP) Prior to issuance of building permits, the developer shall provide to the Community Development Director a written certification by the affected school district that either: (1) the project has complied with the fee or other exaction levied on the project by the governing board of the district, pursuant to Government Code Section 65996; or (2) the fee or other requirement does not apply to the project.

UNITED STATES POSTAL SERVICE

PO1. (BP) Prior to the issuance of building permits, the developer shall contact the U.S. Postal Service to determine the appropriate type and location of mailboxes.

Land Development Division

The following are the Community & Economic Development Department – Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Community & Economic Development Department – Land Development Division.

General Conditions

LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City's Municipal Code (MC)

LD2. (G) The developer shall dedicate right-of-way by separate instrument. The City Engineer may require the construction of necessary utilities, streets or other improvements beyond the project boundary, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public.

LD3. (G) It is understood that the plot plan correctly shows all existing easements, traveled ways, and drainage courses, and that their omission may require the map or plans associated with this application to be resubmitted for further consideration. (MC 9.14.040)

LD4. (G) If improvements associated with this project are not initiated within two years of the date of approval of the Public Improvement Agreement, the City Engineer may require that the improvement cost estimate associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the Public Improvement Agreement or issuance of a permit.

LD5. (G) The developer shall monitor, supervise and control all construction and construction supportive activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:

(a) Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.

(b) Observance of working hours as stipulated on permits issued by the Land Development Division.

(c) The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.

(d) All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements shall be adhered to during the grading operations.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

LD6. (G) A detailed drainage study shall be submitted to the City Engineer for review and approval at the time of any improvement or grading plan submittal. The study shall be prepared by a registered civil engineer and shall include existing and proposed hydrologic conditions. Hydraulic calculations are required for all drainage control devices and storm drain lines. (MC 9.14.110). Prior to approval of the related improvement or grading plans, the developer shall submit the approved drainage study, on compact disk, in (.pdf) digital format to the Land Development Division of the Community and Economic Development Department.

LD7. (G) Prior to final map approval, commencing applicable street improvements, or obtaining the first building permit, the developer shall enter into a Transportation Uniform Mitigation Fee (TUMF) Improvement Credit Agreement to secure credit and reimbursement for the construction of applicable improvements. If the developer fails to complete this agreement by the timing as specified above, no credits or reimbursements will be given for any work. Prior to approval of the TUMF Improvement Credit Agreement, an approved engineer's cost estimate and street improvement plan are required.

LD8. (G) The final conditions of approval issued by the Planning Division subsequent to Planning Commission approval shall be photographically or electronically placed on mylar sheets and included in the Grading and Street Improvement plan sets on twenty-four (24) inch by thirty-six (36) inch mylar and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field during grading and construction.

<u>Prior to Grading Plan Approval or Grading Permit</u>

LD9. (GPA) Prior to approval of the grading plans, plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD10. (GPA) Prior to approval of grading plans, the developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:

a. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the City Engineer, lot lines shall be located at the top of slopes.

b. Any grading that creates cut or fill slopes adjacent to the street shall provide erosion control, sight distance control, and slope easements as approved by the City Engineer.

c. A grading permit shall be obtained from the Community and Economic Development Department Land Development Division prior to commencement of any grading outside of the City maintained road right-of-way.

d. All improvement plans are substantially complete and appropriate clearance and at-risk letters are provided to the City. (MC 9.14.030)

e. The developer shall submit a soils and geologic report to the Community and Economic Development Department – Land Development Division. The report shall address the soil's stability and geological conditions of the site.

LD11. (GPA) Prior to grading plan approval, the developer shall select and implement treatment control best management practices (BMPs) that are medium to highly effective for treating Pollutants of Concern (POC) for the project. Projects where National Pollution Discharge Elimination System (NPDES) mandates water quality treatment control best management practices (BMPs) shall be designed per the City of Moreno Valley guidelines or as approved by the City Engineer.

LD12. (GPA) Prior to approval of the grading plans for projects that will result in discharges of storm water associated with construction with a soil disturbance of one or more acres of land, the developer shall submit a Notice of Intent (NOI) and obtain a Waste Discharger's Identification number (WDID#) from the State Water Quality Control Board (SWQCB). The WDID# shall be noted on the grading plans prior to issuance of the first grading permit.

LD13. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall submit two (2) copies of the final project-specific Water Quality Management Plan (WQMP) for review by the City Engineer that :

a. Addresses Site Design Best Management Practices (BMPs) such as minimizing impervious areas, maximizing permeability, minimizes directly connected impervious areas to the City's street and storm drain systems, and conserves natural areas;
b. Incorporates Source Control BMPs and provides a detailed description of their implementation;
c. Incorporates Treatment Control BMPs and provides information regarding design considerations;
d. Describes the long-term operation and maintenance requirements for BMPs requiring maintenance; and
e. Describes the mechanism for funding the long-term operation and maintenance of the BMPs.

A copy of the final WQMP template can be obtained on the City's Website or by contacting the Land Development Division of the Community and

Economic Development Department. **The final WQMP submittal shall include payment of fee as set by the City for review of the final WQMP.**

LD14. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall record a "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," to provide public notice of the requirement to implement the approved final project-specific WQMP and the maintenance requirements associated with the WQMP.

A boilerplate copy of the "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," can be obtained by contacting the Land Development Division of the Community and Economic Development Department.

LD15. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall secure approval of the final project-specific WQMP from the City Engineer. The final project-specific WQMP shall be submitted at the same time of grading plan submittal. The approved final WQMP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format prior to grading plan approval.

LD16. (GPA) Prior to the grading plan approval, or issuance of a building permit as determined by the City Engineer, the approved final project-specific WQMP shall be incorporated by reference or attached to the project's Storm Water Pollution Prevention Plan as the Post-Construction Management Plan.

LD17. (GPA) Prior to grading plan approval, the developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the state's Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at the project site and be available for review upon request. The SWPPP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format.

LD18. (GPA) Prior to the approval of the grading plans, the developer shall pay applicable remaining grading plan check fees.

LD19. (GP) Prior to issuance of a grading permit, or building permit when a grading permit is not required, for projects that require a project-specific Water Quality Management Plan (WQMP), a project-specific final WQMP (F-WQMP) shall be approved. Upon approval, a WQMP Identification Number is issued by the Storm Water Management Section and shall be noted on the rough grading plans as confirmation that a project-specific F-WQMP approval has been obtained.

LD20. (GP) Prior to issuance of a grading permit, if the fee has not already been paid prior to map approval or prior to issuance of a building permit if a grading permit is not required, the developer shall pay Area Drainage Plan (ADP) fees. The

developer shall provide a receipt to the City showing that ADP fees have been paid to Riverside County Flood Control and Water Conservation District. (MC 9.14.100)

LD21. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the completion of the grading required as a condition of approval of the project.

LD22. (GP) Prior to issuance of a grading permit, the developer shall pay the applicable grading inspection fees.

Prior to Improvement Plan Approval or Construction Permit

LD23. (IPA) Prior to approval of the improvement plans, the improvement plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD24. (IPA) Prior to approval of the improvement plans, the developer shall submit clearances from all applicable agencies, and pay all outstanding plan check fees. (MC 9.14.210)

LD25. (IPA) All public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer in order for the Public Improvement Agreement and accompanying security to be executed.

LD26. (IPA) Prior to approval of the improvement plans, securities and a public improvement agreement shall be required to be submitted and executed as a guarantee of the completion of the improvements required as a condition of approval of the project.

LD27. (IPA) The street improvement plans shall comply with all applicable City standards and the following design standards throughout this project:

a. Corner cutbacks in conformance with City Standard 208 shall be shown on the final map or, if no map is to be recorded, offered for dedication by separate instrument.

LD28. (IPA) Prior to approval of the improvement plans, the plans shall indicate any restrictions on trench repair pavement cuts to reflect the City's moratorium on disturbing newly-constructed pavement less than three years old and recently slurry sealed streets less than one year old. Pavement cuts for trench repairs may be allowed for emergency repairs or as specifically approved in writing by the City Engineer.

LD29. (IPA) Prior to approval of the improvement plans, the developer is required to bring any existing access ramps adjacent to and fronting the project to current ADA (Americans with Disabilities Act) requirements. However, when work is required in an intersection that involves or impacts existing access ramps, those access ramps in that intersection shall be retrofitted to comply with current ADA requirements, unless approved otherwise by the City Engineer.

LD30. (CP) All work performed within the City right-of-way requires a construction permit. As determined by the City Engineer, security may be required for work within the right-of-way. Security shall be in the form of a cash deposit or other approved means. The City Engineer may require the execution of a public improvement agreement as a condition of the issuance of the construction permit. All inspection fees shall be paid prior to issuance of construction permit. (MC 9.14.100)

LD31. (CP) Prior to issuance of a construction permit, all public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer.

LD32. (CP) Prior to issuance of construction permits, the developer shall submit all improvement plans on compact disks, in (.dxf) digital format to the Land Development Division of the Community and Economic Development Department.

LD33. (CP) Prior to issuance of construction permits, the developer shall pay all applicable inspection fees.

Prior to Building Permit

LD34. (BP) Prior to issuance of building permits for non-subdivision projects, all street dedications shall be irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer. All dedications shall be free of all encumbrances as approved by the City Engineer.

LD35. (BP) Prior to issuance of building permits for non-subdivisions, security shall be required to be submitted as a guarantee of the completion of the improvements required as a condition of approval of the project. A public improvement agreement will be required to be executed.

LD36. (BP) Prior to issuance of a building permit, all pads shall meet pad elevations per approved plans as noted by the setting of “Blue-top” markers installed by a registered land surveyor or licensed engineer.

Prior to Certificate of Occupancy

LD37. (CO) Prior to issuance of the last certificate of occupancy or building final, the developer shall pay all outstanding fees.

LD38. (CO) Prior to issuance of a certificate of occupancy, this project is subject to requirements under the current permit for storm water activities required as part of the National Pollutant Discharge Elimination System (NPDES) as mandated by the Federal Clean Water Act. In compliance with Proposition 218, the developer shall agree to approve the City of Moreno Valley NPDES Regulatory Rate Schedule that is in place at the time of certificate of occupancy issuance. Following are the requirements:

a. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required continuous operation, maintenance, monitoring system evaluations and enhancements, remediation and/or replacement, all in accordance with Resolution No. 2002-46.
   i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process; or
   ii. Establish an endowment to cover future City costs as specified in the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule.

b. Notify the Special Districts Division of the intent to request building permits 90 days prior to their issuance and the financial option selected. The financial option selected shall be in place prior to the issuance of certificate of occupancy. (California Government Code & Municipal Code)

LD39. (CO) The City of Moreno Valley has an adopted Development Impact Fee (DIF) nexus study. All projects unless otherwise exempted shall be subject to the payment of the DIF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD40. (CO) The City of Moreno Valley has an adopted area wide Transportation Uniform Mitigation Fee (TUMF). All projects unless otherwise exempted shall be subject to the payment of the TUMF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD41. (CO) Prior to issuance of a certificate of occupancy or building final, the developer shall construct all public improvements in conformance with applicable City standards, except as noted in the Special Conditions, including but not limited to the following applicable improvements:

a. Street improvements including, but not limited to: pavement, base, curb and/or gutter, sidewalks, drive approaches, pedestrian ramps, street lights, signing, striping, under sidewalk drains, landscaping and irrigation, medians, pavement tapers/transitions and traffic control devices as appropriate.

b. Sewer and water systems including, but not limited to: sanitary sewer, potable water and recycled water.

LD42. (CO) Prior to issuance of a certificate of occupancy or building final, all existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Moreno Valley ordinances. (MC 9.14.130)

LD43. (CO) Prior to issuance of a certificate of occupancy or building final, the applicant shall ensure the following, pursuant to Section XII. I. of the 2010 NPDES Permit:

a. Field verification that structural Site Design, Source Control and Treatment Control BMPs are designed, constructed and functional in accordance with the approved Final Water Quality Management Plan (WQMP)
b. Certification of best management practices (BMPs) from a state licensed civil engineer. An original WQMP BMP Certification shall be submitted to the City for review and approval.

Prior to Acceptance of Streets into the City Maintained Road System

LD44. (AOS) Aggregate slurry, as defined in Section 203-5 of Standard Specifications for Public Works Construction, may be required just prior to the end of the one-year warranty period of the public streets at the discretion of the City Engineer. If slurry is required, the developer/contractor must provide a slurry mix design submittal for City Engineer approval. The latex additive shall be Ultra Pave 70 (for anionic – per project geotechnical report) or Ultra Pave 65 K (for cationic – per project geotechnical report) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2½) parts to one-hundred (100) parts of emulsion by volume. Any existing striping shall be removed prior to slurry application and replaced per City standards.

Special Conditions

LD45. **The following project engineering design plans (24"x36" sheet size) shall be submitted for review and approval as well as additional plans deemed necessary by the City during the plan review process:**

a. Rough Grading Plan
b. Precise Grading Plan

c. **Street Improvement Plan**
d. **Signing and Striping Plan**
e. **Traffic Control Plan**
f. **Final Drainage Study**
g. **Final WQMP**
h. **Lot Line Adjustment**
i. **As-Built Plans of all "plans" listed above. In addition, As-Built Plan of Borrow Site Plan.**

LD46. **Prior to rough grading plan approval, the following offers of dedication shall be submitted for review and approval:**

a. **A 7-foot right-of-way dedication on the south side of Alessandro Boulevard along the north project boundary.**
b. **A 7-foot right-of-way dedication on the east side of Lasselle Street along the west project boundary between the proposed driveway approach and Alessandro Boulevard.**
c. **A 2-foot pedestrian access easement along the north project boundary for that portion of curb separated sidewalk to be located beyond proposed right-of-way.**
d. **A 4-foot pedestrian right-of-way dedication behind driveway approaches per City Standard 118C on Alessandro Boulevard and Lasselle Street.**
e. **Additional right-of-way for a corner cutback at the southeast corner of Alessandro Boulevard and Lasselle Street per City Standard 208.**
f. **Additional right-of-way for a bus bay per City Standard 121.**

LD47. **Prior to rough grading plan approval, this project shall submit for review and approval a lot line adjustment for the intention of adjusting the common lot line between APNs 486-280-043 and 486-280-044 required in order to include the proposed desilting basin within the project boundary.**

LD48. **Prior to building permit issuance, this project shall record the lot line adjustment mentioned in condition of approval LD49.**

LD49. **Prior to rough grading plan approval, the developer shall incorporate into the plan the recommendations made in the document prepared by LOR Geotechnical Group, Inc. titled "Slope Stability Assessment, Proposed 1:1 (horizontal to vertical) Cut Slope, Proposed Multi-Family Development, SEC Alessandro Boulevard and Lasselle Street, Moreno Valley, California" dated November 2, 2012 as revised on April 10, 2013 including those conditions of approval provided by the City's consultant, Langan Engineering and Environmental Services, Inc., in a letter dated April 16, 2013. These conditions of approval are listed below for convenience.**

a. **Cut slopes in rock can be excavated at 1:1, but colluvium should be sloped back at 2:1.**

b. **Cut slopes shall be mapped upon exposure to confirm wedge analysis results.**
c. **Loose boulders identified on the plans or during grading should be removed or stabilized.**
d. **Erosion control such as plants or jute netting should be installed on cut slopes.**

LD50. **Prior to rough grading plan approval, further evaluation of the rock fall potential of certain boulders identified as having the potential to be unstable should be conducted prior to site grading.**

LD51. **Prior to rough grading plan approval, the grading plan shall show a 2-foot bench upslope of the proposed reinforced concrete v-ditch, terrace drain.**

LD52. **Prior to rough grading plan approval, the proposed swale from the down drain to the desilting basin shall be constructed of reinforced concrete or as otherwise determined by the City Engineer.**

LD53. **Prior to precise grading plan approval, the grading plans shall show any proposed trash enclosure as dual bin; one bin for trash and one bin for recyclables. The trash enclosure shall be per City Standard Plan 627, modified to include a fully covered, solid roof.**

LD54. **Prior to precise grading plan approval, the plans shall show onsite concentrated flows being conveyed at the front of parking stalls, instead of down the middle of drive aisles or back of parking stalls, to the extent possible, as approved by the City Engineer.**

LD55. **Prior to precise grading plan approval, the plan shall show detail of proposed onsite drainages system connections to back of existing catch basins. The one hundred year storm flow hydraulic grade line of existing catch basins shall be shown on the plans to determine the need for additional onsite detention in order to ensure additional project drainage will not cause flooding within the public right-of-way.**

LD56. **Prior to issuance of a building permit, the Developer shall guarantee the construction of the following improvements by entering into a public improvement agreement and posting security. The improvements shall be completed prior to occupancy of the first building or as otherwise determined by the City Engineer.**

a. **Alessandro Boulevard, Divided Major Arterial, City Standard 101A Modified (134-foot RW / 110-foot CC) shall be constructed to half-width plus an additional 23 feet north of the centerline, along the entire project's north frontage. The standard street section is modified to accommodate a 6-foot wide curb separated sidewalk, set back from curb by 8 feet. A 7-foot right-of-way dedication on the south side of the**

street, along the project's north property line is required and shall be recorded by separate instrument. A 2-foot portion of sidewalk shall be within a pedestrian access easement, which shall be dedicated and located adjacent to and beyond the standard 12-foot wide parkway. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approach, raised landscape median, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, and dry and wet utilities.

b. Lasselle Street, Arterial, City Standard 104A Modified (100-foot RW / 76-foot CC) shall be constructed to complete any improvements not constructed by the City's Lasselle Street Widening project. The standard is modified to accommodate varying half-street right-of-way widths along project frontage with only 3 feet instead of the standard 6 feet from back of sidewalk to proposed right-of-way. Improvements shall consist of, but not be limited to, sidewalk from the proposed project entrance to Alessandro Boulevard, driveway approach, connections to existing catch basins, street lights, pedestrian ramps, and dry and wet utilities. The applicant shall schedule a walk through with a Land Development Division Inspector to inspect existing improvements within public right-of-way along project frontage. The applicant will be required to install, replace and/or repair any missing, damaged or substandard improvements including handicap access ramps that do not meet current City standards.

c. Driveway approaches shall be constructed per City Standard No. 118C. The project plans shall show an additional 4-foot right-of-way dedication behind driveway approaches. No decorative pavers shall be placed within the public right-of-way.

d. Pavement core samples of existing pavement may be taken and findings submitted to the City for review and consideration of pavement improvements. The City will determine the adequacy of the existing pavement structural section. If the existing pavement structural section is found to be adequate, the developer may still be required to perform a one-tenth inch grind and overlay or slurry seal depending on the severity of existing pavement cracking, as required by the City Engineer. If the existing pavement section is found to be inadequate, the Developer shall replace the pavement to meet or exceed the City's pavement structural section standard.

LD57. **In the Final WQMP, all bioretention basins shall be designed utilizing the approved final worksheets contained in the RCFC&WCD's *Design Handbook for Low Impact Development Best Management Practices*, dated September 2011 or later.**

LD58. **In the Final WQMP, all bioretention basins shall be shown on the WQMP Exhibit and their design volumes shall be calculated based on the RCFC&WCD's approved final worksheets.**

LD59. **The Applicant shall prepare and submit for approval a final, project-specific water quality management plan (F-WQMP) for PA13-0006 Boulder Ridge Family Apartments. The F-WQMP shall be consistent with the approved P-WQMP and the Special Project Conditions listed above, as well as in full conformance with the document; "*Water Quality Management Plan - A Guidance Document for the Santa Ana Region of Riverside County* dated October 22, 2012. At a minimum, the F-WQMP shall include the following: stormwater BMPs; LID principles; Source control BMPs; Operation and Maintenance requirements for BMPs; and sources of funding for BMP implementation.**

LD60. **The proposed LID BMP's as identified in the project-specific P-WQMP shall be incorporated into the Final WQMP.**

LD61. **The Applicant <u>has proposed to incorporate the use of bioretention basins.</u> Final design and sizing details of all BMPs must be provided in the first submittal of the F-WQMP, per the Special Project Conditions listed above. The Applicant acknowledges that more area than currently shown on the plans may be required to treat site runoff as required by the WQMP guidance document.**

LD62. **The NPDES notes per City Standard Drawing No. 711 shall be included in grading plans.**

LD63. **Stormwater BMPs, once placed into operation for post-construction water quality control, shall not be used to treat runoff from construction sites or unstabilized areas of the site.**

LD64. **The Applicant shall, prior to building or grading permit closeout or the issuance of a certificate of occupancy, demonstrate:**

a. That all stormwater BMPs have been constructed and installed in conformance with the approved plans and specifications;

b. That all stormwater BMPs described in the F-WQMP have been implemented in accordance with approved plans and specifications;

c. That the applicant is prepared to implement all non-structural BMPs included in the F-WQMP, conditions of approval, and building/grading permit conditions; and

d. That an adequate number of copies of the approved F-WQMP are available for the future owners/occupants of the project.

FIRE PREVENTION BUREAU

1. **The hydrant system on the public road shall be extended into this area.**
2. **The clearance between the structures is measured at the outermost extension of the buildings. There shall be a clear 30' access/separation for any structure that measures 35' or higher to its highest point and a minimum of 24' for all others.**
3. **Fire lane between buildings 3 and 7 shall be widened to either 24' or 30', depending on the size of the structure next to it.**
4. **This project is in the high fire severity zone and will have additional construction requirements.**
5. **Please complete and return attached fire flow letter. The following Standard Conditions shall apply.**

With respect to the conditions of approval, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.

F2. The Fire Prevention Bureau is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering __2250_ GPM for _4_ hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 507.3, Appendix B). **The 50% reduction in fire flow was granted for the use of fire sprinklers throughout the facility. The reduction shall only apply to fire flow, hydrant spacing shall be per the fire flow requirements listed in CFC Appendix B and C.**

F3. Industrial, Commercial, Multi-family, Apartment, Condominium, Townhouse or Mobile Home Parks. A combination of on-site and off-site super fire hydrants (6" x 4" x 2 ½" x 2 ½") and super enhanced fire hydrants (6" x 4" x 4" x 2 ½") shall not be closer than 40 feet and more than 150 feet from any portion of the building as measured along approved emergency vehicular travel ways. The required fire flow shall be available from any adjacent fire hydrant(s) in the system. Where

new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, super or enhanced fire hydrants as determined by the fire code official shall be provided at spacing not to exceed 500 feet of frontage for transportation hazards. (CFC 507.5.7 & MVMC 8.36.060 Section K)

F4. Maximum cul-de-sac or dead end road length shall not exceed 660 feet. The Fire Chief, based on City street standards, shall determine minimum turning radius for fire apparatus based upon fire apparatus manufacture specifications. (CFC 503.2, MVMC 9.15.030)

F5. During phased construction, dead end roadways and streets which have not been completed shall have a turn-around capable of accommodating fire apparatus. (CFC 503.2 and 503.2.5)

F6. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)

F7. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)

F8. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less than twenty–four (24) or thirty (30) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches. (CFC 503.2.1 and MVMC 8.36.060[E])

F9. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.060[G])

F10. If construction is phased, each phase shall provide an approved emergency vehicular access way for fire protection prior to any building construction. (CFC 501.4)

F11. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3)

F12. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5)

F13. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)

F14. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Fire Prevention Bureau for review. Plans shall:

a) Be signed by a registered civil engineer or a certified fire protection engineer;
b) Contain a Fire Prevention Bureau approval signature block; and
c) Conform to hydrant type, location, spacing of new and existing hydrants and minimum fire flow required as determined by the Fire Prevention Bureau.

After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.

Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 507.5)

F15. Prior to issuance of Certificate of Occupancy or Building Final, "Blue Reflective Markers" shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 509.1)

F16. Prior to Certificate of Occupancy or Building Final, all structures shall have fire retardant roofing materials (Class A roofs) as described in CBC Chapter 7A and CFC Chapter 49.

F17. Prior to issuance of Certificate of Occupancy or Building Final, all multi-family residences shall display the address in a visible location on the street side of the building and visible from public sidewalks. The building numerals shall be a minimum of twelve (12) inches in height and individual dwelling units shall not be less than four (4) inches in height on a contrasting background. The address shall be illuminated as approved by the Fire Prevention Bureau. (CFC 505.1 and MVMC 9.08.100 Section G)

F18. Prior to issuance of a Certificate of Occupancy or Building Final, a directory display monument sign shall be required for apartment, condominium, townhouse or mobile home parks. Each complex shall have an illuminated diagrammatic layout of the complex which indicates the name of the complex, all streets, building identification, unit numbers, and fire hydrant locations within the

complex. Location of the sign and design specifications shall be submitted to, and approved by, the Community Development Department – Planning Division and the Fire Prevention Bureau prior to installation. (MVMC 9.12.060)

F19. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9)

F20. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire alarm system monitored by an approved Underwriters Laboratory listed central station based on a requirement for monitoring the sprinkler system, occupancy or use. Fire alarm panel shall be accessible from exterior of building in an approved location. Plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9 and MVMC 8.36.100)

F21. Prior to issuance of a Certificate of Occupancy or Building Final, a "Knox Box Rapid Entry System" shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Chief. All exterior security emergency access gates shall be electronically operated and be provided with Knox key switches for access by emergency personnel. (CFC 506.1)

F22. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.

F23. Prior to issuance of Building Permits, fuel modification plans shall be submitted to the Fire Prevention Bureau for review and approval for all open space areas adjacent to the wildland vegetation interface. (CFC Chapter 49)

F24. Prior to issuance of Building Permits, plans for structural protection from vegetation fires shall be submitted to the Fire Prevention Bureau for review and approval. Measures shall include, but are not limited to: noncombustible barriers (cement or block walls), fuel modification zones, etc. (CFC Chapter 49)

F25. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503 and MVMC 8.36.060)

F26. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and

constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.060)

F27. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.

F28. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14 & CBC Chapter 33)

F29. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 105)

F30. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 105)

F31. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 105)

F32. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.8)

F33. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Chapter 1)

F34. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)

F35. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.

FIRE FLOW LETTER

Date: 05/07/13 **Address:**

Case Number: PA13-0006, 0007, 0008 **A.P.N.:** 486-280-044

This is certification the water system is capable of meeting the following required fire flows as determined by the California Fire Code Appendix B.

Based on the information provided on the above referenced case. The fire flow required for this project will be __2250____ G.P.M. for duration of _4_-HOURS measured at 20-psi residual pressure.

The required fire flow may be adjusted during the approval process to reflect changes in design, construction type or automatic fire protection measures as approved by the Fire Prevention Bureau.

Applicant/ Developer:

By: **Date:**

Title:

WATER AGENCY APPROVAL

Name of Agency:

Address:

Telephone: **Date:**

By: **Title:**

NOTE: **THE COMPLETION AND SUBMITTAL OF THIS LETTER TO THE FIRE PREVENTION BUREAU SHALL NOT BE CONSTRUED AS APPROVAL FOR THE INSTALLATION OF THE REQUIRED FIRE HYDRANT (S) AND/OR WATER SYSTEM.**

FINANCIAL & MANAGEMENT SERVICES DEPARTMENT

Special Districts Division

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Special Districts' Conditions of Approval for project **PA13-0006**; this project shall be completed at no cost to any Government Agency. All questions regarding Special Districts' Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Special Districts Division of the Financial & Management Services Department 951.413.3480 or by emailing specialdistricts@moval.org.

General Conditions

SD1. The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks & Community Services) and C (Arterial Street Lighting). All assessable parcels therein shall be subject to annual Zone A and Zone C charges for operations and capital improvements.

SD2. Plans for parkway, median, slope, and/or open space landscape areas designated on the tentative map or in these Conditions of Approval for incorporation into Moreno Valley Community Services District **Zone M**, shall be prepared and submitted in accordance with the *City of Moreno Valley Public Works Department Landscape Design Guidelines*. To obtain a copy of these guidelines, please contact the Special Districts Division at 951-413-3480 or visit the Special Districts webpage at www.moval.org/sd.

SD3. The developer, or the developer's successors or assignees shall be responsible for all parkway and/ or median landscape maintenance for a period of one (1) year as per the *City of Moreno Valley Public Works Department Landscape Design Guidelines,* or until such time as the District accepts maintenance responsibilities.

SD4. Any damage to existing landscape areas maintained by the Moreno Valley Community Services District due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the Moreno Valley Community Services District.

SD5. The ongoing maintenance of any landscaping required to be installed behind the curb on **Alessandro Blvd. and Lasselle St.** shall be the responsibility of the property owner.

SD6. Plan check fees for review of parkway/median landscape plans for improvements that shall be maintained by the Moreno Valley Community Services District are due upon the first plan submittal. (MC 3.32.040)

SD7. Inspection fees for the monitoring of landscape installation associated with Moreno Valley Community Services District maintained parkways/medians are due prior to the required pre-construction meeting. (MC 3.32.040)

SD8. Streetlight Authorization forms, for all streetlights that are conditioned to be installed as part of this project, must be submitted to the Special Districts Division for approval, prior to streetlight installation. The Streetlight Authorization form can be obtained from the utility company providing electric service to the project, either Moreno Valley Utility or Southern California Edison.

Prior to Building Permit Issuance

SD9. (BP) This project has been identified to be included in the formation of a Map Act Area of Benefit Special District for the construction of **major thoroughfares and/or freeway** improvements. The property owner(s) shall participate in such District, and pay any special tax, assessment, or fee levied upon the project property for such District. At the time of the public hearing to consider formation of the district, the property owner(s) will not protest the formation, but the property owners(s) will retain the right to object if any eventual assessment is not equitable, that is, if the financial burden of the assessment is not reasonably proportionate to the benefit which the affected property obtains from the improvements which are to be installed. (Street & Highway Code, GP Objective 2.14.2, MC 9.14.100)

SD10. (BP) This project has been conditioned to provide a funding source for the continued maintenance, enhancement, and or retrofit of neighborhood parks, open spaces, linear parks, and/or trails systems. In order for the Developer to meet the financial responsibilities to fund the defined maintenance, one of the options as outlined below shall be selected. The Developer must notify Special Districts of intent to request building permits 90 days prior to their issuance and the financial option selected to fund the continued maintenance.

a. Participate in a special election for annexation into **Community Facilities District No. 1**; or
b. Establish an endowment to cover future maintenance costs for new neighborhood parks.

Annexation to CFD No. 1 shall be completed <u>or</u> proof of payment to establish the endowment shall be provided prior to the issuance of the first building permit for this project.

SD11. (BP) This project has been identified to be included in the formation of a Community Facilities District (Mello-Roos) for **Public Safety** services, including but not limited to Police, Fire Protection, Paramedic Services, Park Rangers, and Animal Control services. The property owner(s) shall not protest the formation; however, they retain the right to object to the rate and method of maximum special tax. In compliance with Proposition 218, the developer shall agree to approve the mail ballot proceeding (special election) for either formation of the CFD or annexation into an existing district that may already be established. The Developer must notify Special Districts of intent to request building permits 90 days prior to their issuance. (California Government Code)

SD12. (BP) This project is conditioned to provide a funding source for the capital improvements and/or maintenance for the **Alessandro Blvd.** median landscape. In order for the Developer to meet the financial responsibility to maintain the defined service, one of the options as outlined below shall be selected. The Developer must notify Special Districts of intent to request building permits 90 days prior to their issuance and the financial option selected to fund the continued maintenance.

a. Participate in a ballot proceeding for **improved median maintenance** and pay all associated costs with the ballot process and formation costs, if any. Financing may be structured through a Community Services District zone, Community Facilities District, Landscape and Lighting Maintenance District, or other financing structure as determined by the city; or
b. Establish an endowment to cover the future maintenance costs of the landscaped area.

The financial option selected shall be in place prior to the issuance of certificate of occupancy.

SD13. *Commercial* (BP) If Land Development, a Division of the Community and Economic Development Department, requires this project to supply a funding source necessary to provide, but not limited to, stormwater utilities services for the monitoring of on-site facilities and performing annual inspections of the affected areas to ensure compliance with state mandated stormwater regulations, the developer must notify Special Districts 90 days prior to the City's issuance of a building permit and the financial option selected to fund the continued maintenance. (California Government Code)

SD14. (BP) Prior to the issuance of the first building permit for this project, the developer shall pay Advanced Energy fees for all applicable Zone B (Residential

Street Lighting) and/or Zone C (Arterial Street Lighting and Intersection Lighting) streetlights required for this development. Payment shall be made to the City of Moreno Valley, as collected by the Land Development Division, based upon the Advanced Energy fee rate in place at the time of payment, as set forth in the current Listing of City Fees, Charges and Rates, as adopted by City Council.

The developer shall provide a receipt to the Special Districts Division showing that the Advanced Energy fees have been paid in full for the number of streetlights to be accepted into the CSD Zone B and/or Zone C programs. Any change in the project which may increase the number of streetlights to be installed will require payment of additional Advanced Energy fees at the then current fee.

SD15. (BP) Prior to release of building permit, the developer, or the developer's successors or assignees, shall record with the County Recorder's Office a **Covenant of Assessments** for each assessable parcel therein, whereby the developer covenants the existence of the Moreno Valley Community Services District, its established benefit zones, and that said parcel(s) is (are) liable for payment of annual benefit zone charges and the appropriate National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate schedule when due. A copy of the recorded Covenant of Assessments shall be submitted to the Special Districts Division. For a copy of the Covenant of Assessments form, please contact Special Districts, phone 951.413.3480.

SD16. (BP) Final median, parkway, slope, and/or open space landscape/irrigation plans for those areas designated on the tentative map or in these Conditions of Approval for inclusion into Community Services District shall be reviewed and approved by the Community and Economic Development Department–Planning Division, the Financial & Management Services Department–Special Districts Division, and the Public Works Department–Transportation Division prior to the issuance of the first Building Permit.

Prior to Certificate of Occupancy

SD18. (CO) All parkway and/or median landscaping specified in the tentative map or in these Conditions of Approval shall be constructed prior to the issuance of the Certificate of Occupancy/Building Final for the **first building** for this project.

SD19. (CO) Landscape and irrigation plans for parkway, median, slope, and/or open space landscape areas designated for incorporation into Moreno Valley Community Services District shall be placed on compact disk (CD) in pdf format. The CD shall include "As Built" plans, revisions, and changes. The CD will become the property of the City of Moreno Valley and the Moreno Valley Community Services District.

PUBLIC WORKS DEPARTMENT

Transportation Engineering Division – Conditions of Approval

Based on the information contained in our standard review process we recommend the following conditions of approval be placed on this project:

General Conditions

TE1. Alessandro Boulevard is classified as a Divided Major Arterial (134'RW/110'CC) per City Standard Plan No. 101A modified for curb separated sidewalk. Any improvements to the roadway shall be per City standards. Improvements include a landscaped, raised median along project frontage per the alignment study. Pavement tapers may be necessary east and west of the project frontage. Traffic signal modifications will be necessary at the Alessandro Boulevard/Lasselle Street intersection.

TE2. Lasselle Street is classified as an Arterial (100'RW/76'CC) per City Standard Plan No. 104A, modified. Any improvements to the roadway shall be per City standards.

TE3. Driveways shall conform to Section 9.11.080, and Table 9.11.080-14 of the City's Development Code – Design Guidelines and City of Moreno Valley Standard No. 118C for commercial driveway approach. Driveway access shall be the following:

- The Alessandro Boulevard driveway will have right-in, right-out access due to the raised median along Alessandro Boulevard.
- The Lasselle Street driveway shall be restricted to emergency vehicle and exit only access.

TE4. The Alessandro Boulevard gated entrance shall be provided with the following:

a) A storage lane with length sufficient to support an emergency response vehicle.
b) A second storage lane for visitors to stop in prior to the gate to utilize a call box (or other device) to receive permission to enter the site.
c) Signing and striping for a and b.
d) A turnaround outside the gates.
e) No Parking signs shall be posted in the turnaround areas.
f) A separate pedestrian entry.

g) Presence loop detectors (or another device) within 1 to 2 feet of the gates that ensures that the gates remain open while any vehicle is in the queue.

All of these features must be kept in working order.

TE5. Conditions of approval may be modified or added if a phasing plan is submitted for this development.

Prior to Improvement Plan Approval or Construction Permit

TE6. Prior to final approval of the street improvement plans, a bus bay per City Standard Plan No. 121 shall be designed for eastbound Alessandro Boulevard, just east of Lasselle Street.

TE7. Prior to final approval of the street improvement plans, the preliminary alignment study shall be engineered to determine final roadway design dimensions.

TE8. Prior to the final approval of the street improvement plans, a signing and striping plan shall be prepared per City of Moreno Valley Standard Plans - Section 4 for all streets with a cross section of 66'/44' and wider.

TE9. Prior to issuance of a construction permit, construction traffic control plans prepared by a qualified, registered Civil or Traffic engineer may be required for plan approval or as required by the City Traffic Engineer.

TE10. Prior to final approval of the street improvement plans, the project plans shall demonstrate that sight distance at proposed streets and driveways conforms to City Standard Plan No. 125A, B, C.

Prior to Building Permit

TE11. (BP) Prior to the issuance of Building Permits, traffic signal modification plans shall be prepared by a registered civil or electrical engineer and submitted to the City for the intersection of Alessandro Boulevard at Lasselle Street. The traffic signal shall be modified prior to issuance of a Certificate of Occupancy.

Prior to Certificate of Occupancy or Building Final

TE12. (CO) Prior to issuance of a Certificate of Occupancy, the traffic signal at Alessandro Boulevard and Lasselle Street shall be modified as necessary and fully operational to the satisfaction of the City Traffic Engineer.

TE13. (CO) Prior to issuance of a Certificate of Occupancy, the improvements identified in conditions TE1 and TE6 shall be constructed per the approved plans.

Prior to Acceptance of Streets into the City-maintained Road System

TE14. Prior to acceptance of streets into the City-maintained road system, all approved signing and striping shall be installed per current City Standards and the approved plans.

Moreno Valley Utility

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Moreno Valley Utility's Conditions of Approval for project PA13-0006; this project shall be completed at no cost to any Government Agency. All questions regarding Moreno Valley Utility's Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from Moreno Valley Utility (the Electric Utility Division) of the Public Works Department 951.413.3500. The applicant is fully responsible for communicating with Moreno Valley Utility staff regarding their conditions.

Prior to Energizing MVU Electric Utility System and Certificate of Occupancy

MVU1.(R) For single family subdivisions, a three foot easement along each side yard property line shall be shown on the final map and offered for dedication to the City of Moreno Valley for public utility purposes, unless otherwise approved by the City Engineer. If the project is a multi-family development, townhome, condominium, apartment, commercial or industrial project, and it requires the installation of electric distribution facilities within common areas, a non-exclusive easement shall be provided to Moreno Valley Utility to include all such common areas. All easements shall include the rights of ingress and egress for the purpose of operation, maintenance, facility repair, and meter reading.

MVU2.(BP) **City of Moreno Valley Municipal Utility Service – Electrical Distribution**: Prior to constructing the MVU Electric Utility System, the developer shall submit a detailed engineering plan showing design, location and schematics for the utility system to be approved by the City Engineer. In accordance with Government Code Section 66462, the Developer **shall** execute an agreement with the City providing for the installation, construction, improvement and dedication of the utility system following recordation of final map and concurrent with trenching operations and other subdivision improvements so long as said agreement incorporates the approved engineering

plan and provides financial security to guarantee completion and dedication of the utility system.

The Developer **shall** coordinate and receive approval from the City Engineer to install, construct, improve, and dedicate to the City, or the City's designee, all utility infrastructure (including but not limited to conduit, equipment, vaults, ducts, wires, switches, conductors, transformers, resistors, amplifiers, and "bring-up" facilities including electrical capacity to serve the identified development and other adjoining/abutting/ or benefiting projects as determined by Moreno Valley Utility) – collectively referred to as "utility system" (to and through the development), along with any appurtenant real property easements, as determined by the City Engineer to be necessary for the distribution and /or delivery of any and all "utility services" to each lot and unit within the Tentative Map. For purposes of this condition, "utility services" shall mean electric, cable television, telecommunication (including video, voice, and data) and other similar services designated by the City Engineer. "Utility services" shall not include sewer, water, and natural gas services, which are addressed by other conditions of approval. Properties within development may be subject to an electrical system capacity charge and that contribution will be collected prior to issuance of building permits.

The City, or the City's designee, shall utilize dedicated utility facilities to ensure safe, reliable, sustainable and cost effective delivery of utility services and maintain the integrity of streets and other public infrastructure. Developer shall, at developer's sole expense, install or cause the installation of such interconnection facilities as may be necessary to connect the electrical distribution infrastructure within the project to the Moreno Valley Utility owned and controlled electric distribution system. Alternatively, developer may cause the project to be included in or annexed to a community facilities district established or to be established by the City for the purpose of financing the installation of such interconnection and distribution facilities. The project shall be deemed to have been included in or annexed to such a community facilities district upon the expiration of the statute of limitations to any legal challenges to the levy of special taxes by such community facilities district within the property. The statute of limitations referred to above will expire 30 days after the date of the election by the qualified electors within the project to authorize the levy of special taxes and the issuance of bonds.

MVU3. This project may be subject to a Reimbursement Agreement. The project is responsible for a proportionate share of costs associated with electrical distribution infrastructure previously installed that directly benefits the project. The project may be subject to a system wide capacity charge in addition to the referenced reimbursement agreement. Payment(s) shall be required prior to issuance of building permit(s).

POLICE DEPARTMENT

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects

Standard Conditions

PD1. Prior to the start of any construction, temporary security fencing shall be erected. The fencing shall be a minimum of six (6) feet high with locking, gated access and shall remain through the duration of construction. Security fencing is required if there is: construction, unsecured structures, unenclosed storage of materials and/or equipment, and/or the condition of the site constitutes a public hazard as determined by the Public Works Department. If security fencing is required, it shall remain in place until the project is completed or the above conditions no longer exist. (MC 9.08.080)

PD2. (GP) Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the following:

a. The name (if applicable) and address of the development.

b. The developer's name, address, and a 24-hour emergency telephone number. (MC 9.08.080)

PD3. (CO) Prior to the issuance of a Certificate of Occupancy, an Emergency Contact information Form for the project shall be completed at the permit counter of the Community and Economic Development Department - Building Division for routing to the Police Department. (MC 9.08.080)

PD4. Addresses need to be in plain view, visible from the street and visible at night.

PD5. Sufficient lighting is to be provided over all mailbox areas.

MITIGATED *NEGATIVE* DECLARATION

PROJECT TITLE AND FILE NUMBER: PA13-0006 (Plot Plan), PA13-0007 (Zone Change), PA13-0008 (General Plan Amendment), and P13-029 (Variance)

PROJECT APPLICANT: Rancho Belago Developers, Inc.

TELEPHONE NUMBER: (951) 686-6600

PROJECT LOCATION: Southeast corner of Alessandro Boulevard and Lasselle Street

PROJECT DESCRIPTION: Plot Plan application for a 141 unit affordable apartment project on a site of approximately 10 acres. Project to include eight apartment buildings, two clubhouses with tot lots and pools. Unit mix of 1 to 3 bedroom apartments ranging from 723 square feet to 1,301 square feet. Development of this project will require a Zone Change and General Plan Amendment from Neighborhood Commercial / R15 to R30 / Open Space to allow for higher density multiple family land uses and to protect the existing slopes and rock outcroppings. The site has been graded previously under permit. The project also proposes a variance to reduce the covered parking requirement from 2 spaces to 1 space per unit for the 3-bedroom units.

FINDING

The City of Moreno Valley has reviewed the above project in accordance with the City of Moreno Valley's Guidelines for the Implementation of the California Environmental Quality Act, and has determined that an Environmental Impact Report need not be prepared because:

[x] The proposed project will not have a significant effect on the environment.

[x] Although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because mitigation measures described in the attached Initial Study and hereby made a part of this Mitigated Negative Declaration have been added to the project. The Final Conditions of Approval contain the final form and content of all mitigation measures.

This determination is based upon an Initial Study. The project file, including the Initial Study and related documents is available for review during normal business hours (7:30 a.m. to 5:30 p.m. Monday through Thursday) at the City of Moreno Valley, Community & Economic Development Department, Planning Division, 14177 Frederick Street, Moreno Valley, California 92553, Telephone (951) 413-3206.

PREPARED BY: Jeff Bradshaw DATE: May 2, 2013

NOTICE

The public is invited to comment on the Mitigated Negative Declaration. The appropriateness and adoption of the Mitigated Negative Declaration is considered at the time of project approval in light of comments received.

DATE ADOPTED: BY:

INITIAL STUDY/ ENVIRONMENTAL CHECKLIST FORM CITY OF MORENO VALLEY

1.	Project Title:	Boulder Ridge Family Apartments Plot Plan – PA13-0006 Zone Change – PA13-0007 General Plan Amendment – PA13-0008 Variance – P13-029
2.	Lead Agency Name and Address:	City of Moreno Valley 14177 Frederick Street Moreno Valley, CA 92553
3.	Contact Person and Phone Number:	Jeff Bradshaw, Associate Planner (951) 413-3224
4.	Project Location:	Southeast corner of Alessandro Blvd. and Lasselle St. (APN: 486-280-044 and ½ acre portion of -043)
5.	Project Sponsor's Name and Address:	Rancho Belago Developers, Inc. 5051 Canyon Crest Dr., Ste. #200 Riverside, CA 92507
6.	General Plan Designation:	Existing: Commercial (C) / Residential Office (R/O) Proposed: R30 / Open Space
7.	Zoning:	Existing: Neighborhood Commercial (NC) / R15 Proposed: R30 / Open Space

8. Description of the Project:

The Boulder Ridge Family Apartment project proposes to develop a 141 unit affordable apartment project on an 8.5 acre parcel. The project will include eight apartment buildings, two clubhouses with tot lots and pools. The apartments include a unit mix of 1 to 3 bedroom apartments ranging from 723 square feet to 1,301 square feet. Development of this project will require a zone change and general plan amendment from Neighborhood Commercial R15 to R30 / Open Space to allow for higher density multiple family land uses and to protect the slopes and hilltop portions of the site. The site has been disturbed previously under permit. The project proposes to develop within the disturbed portion of the site and protect the slopes and boulder strewn hilltop. A variance is also proposed to allow for a reduced covered parking requirement for the 3-bedroom units from 2 covered spaces per unit to 1 per unit.

9. Surrounding Land Uses and Setting:

The area surrounding the proposed project includes vacant commercial land at the northwest, northeast and southwest corners of Alessandro Boulevard and Lasselle Street. The vacant property at the northeast corner of Alessandro and Lasselle has an active approval for development of a grocery store. Vacant land immediately to the north is zoned R5 for single-family development with vacant R15 zoned land to the south, east and southeast.

Existing tract homes are located to the southwest in the RS-10 and R5 zones and to the northwest in the R5 zone on the west side of Lasselle Street and to the northeast along Morrison Street between Bay Street and Alessandro Boulevard. The Riverside County Medical Center is located approximately one mile to the southeast at Nason Street and Cactus Avenue.

Overall, the proposed Plot Plan, Zone Change, and General Plan Amendment are compatible with the City's General Plan and existing land uses.

10. Other public agencies whose approval is required (e.g. permits, financing approval, or participation agreement).

None...6-280-044 and portion of -043)5 to R20 / Open Space rtric plan submittal.wed and aprpoved pole lights, wall packs, sconces,

MV00204525

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below(■) would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

	Aesthetics		Greenhouse Gas Emissions		Population/Housing
	Agricultural Resources		Hazards & Hazardous Materials		Public Services
	Air Quality		Hydrology/Water Quality		Recreation
	Biological Resources		Land Use/Planning		Transportation/Traffic
	Cultural Resources		Mineral Resources		Utilities/Service Systems
	Geology/Soils		Noise		Mandatory Findings of Significance

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.	
I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.	X
I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.	
I find that the proposed project MAY have a "potential significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.	
I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.	

Signature Date

Printed Name For

MV00204526

EVALUATION OF ENVIRONMENTAL IMPACTS

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4) "Negative Declaration: Potentially Significant Unless Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analysis," as described in (5) below, may be cross-referenced).

5) Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063 (c) (3) (d). In this case, a brief discussion should identify the following:

   (a) Earlier Analysis Used. Identify and state where they are available for review.

   (b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

   (c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9) The analysis of each issue should identify: (a) the significance criteria or threshold used to evaluate each question; and (b) the mitigation measure identified, if any, to reduce the impact to less than significance.

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Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
I. **AESTHETICS.** Would the project:				
a) Have a substantial adverse effect on a scenic vista?				X
The Moreno Valley General Plan identifies scenic highways, panoramic viewsheds, and photographic viewing locations within the aesthetic resource element. The General Plan identifies no scenic roadways or panoramic viewsheds in the project vicinity. The project site is comprised of level to steeply sloping topography with substantial rock outcroppings across the surface of a hilltop. The site has been disturbed previously under permit. The project proposes to develop within the disturbed portion of the site and protect the slopes and boulder strewn hilltop. The proposed development includes 3-story, 40 foot tall apartment buildings. Immediate views of the hilltop from portions of Lasselle Street and Alessandro Boulevard will be obstructed by the buildings. However, the buildings will not exceedheight of existing slopes. Off-site view of the hilltop, from a distance, will remain unobstructed. Therefore, as designed and conditioned, the proposed plot plan, Zone Change and General Plan Amendment will have no effect on a scenic vista.				
b) Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?			X	
The project property topography varies from level to steeply sloping with substantial rock outcroppings across the surface of the hilltop. Based upon review of the General Plan, the subject site does not include scenic resources. The site is regularly cleared for purposes of weed abatement. There are rock outcroppings, but no trees and no historic buildings on site. There are no scenic highways in the area. The site has been previously disturbed under authorized permit. The project proposes to develop the existing level areas and protect the existing slopes and rock outcroppings. As designed and conditioned, the proposed plot plan, Zone Change and General Plan Amendment will not substantially damage scenic resources.				
c) Substantially degrade the existing visual character or quality of the site and its surroundings?				
At completion, the proposed project would consist of 141 apartments in 8 buildings on approximately 10 acres. The proposed plot plan would be developed with multiple residential structures, private drive aisles, common open space and parkway landscape as required by the City's Municipal Code and Design Guidelines. The Design Guidelines and the Municipal Code provide a framework that ensures that any new development would be designed and constructed in a manner consistent with surrounding land uses. Therefore, the proposed project would be aesthetically similar to the surrounding residential uses with regard to architectural style, design, materials, colors, landscaping, and height. The proposed variance will allow for a reduction in the number of covered parking spaces. This will create opportunities for more on-site open space and improve the visual character of the site. The project will comply with the City's standard conditions of approval including compliance with landscaping and development standards. As the proposed project would develop the project site in a manner consistent with existing adjacent uses and the Municipal Code, the project would not significantly degrade the existing visual character or quality of the site and surroundings.				
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			X	
The project would introduce some additional new light sources into the area, as the proposed apartment project would have some outdoor lighting. The type of lighting provided would be similar to that associated with existing multiple family projects in the area, and would not create a substantial increase in lighting or glare. Mt. Palomar Observatory, located in the northern portion of San Diego County, has noted that the continued urbanization of southwestern Riverside County reduces the usefulness of the observatory due to emission of lighting from streetlights, automobiles, residences and businesses. This type of lighting condition is known as "skyglow". Properties located within a 45 mile radius of the observatory are considered to have the potential to contribute to lighting impacts at the observatory. Although the City of Moreno Valley General Plan does not address the Mt. Palomar Observatory, the proposed project site is identified in the Riverside County General Plan as being located within a 45 mile distance of the facility, which is referred to as "Zone B" of the "Mt. Palomar Nighttime Lighting Policy Area (Riverside County, 2003a, Reche Canyon/Badlands Area Plan 33). The proposed apartments will be required to comply with Municipal Code provisions regarding screening of outdoor light fixtures and limitations of the intensity of the project lighting. As designed and conditioned, the project will not create a new source of substantial light or glare which would adversely affect day or nighttime views in the area and will not conflict with the operation of the Mt. Palomar Observatory.				
II. **AGRICULTURE RESOURCES**: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project?				
a) Convert Prime Farmland, Unique Farmland or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency to non-agricultural use?				X

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
The Municipal Code allows for agricultural uses such as crops in all zoning districts. The site is designated as 'Other', not prime farmland, on the State Important Farmland Map. 'Other' is described as a non-agricultural area surrounded on all sides by urban development. The site has no agriculturally productive activities occurring within the project boundaries.				
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
The site is not currently in agricultural use, or under Williamson Act control. There is no existing surrounding agricultural use, or sites under Williamson Act contract. The Municipal Code allows for agricultural uses such as crops in all zoning districts, therefore, the proposed plot plan and tentative tract map do not conflict with existing zoning for agricultural use, or impact sites under Williamson Act contract.				
c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?				X
There is no immediate surrounding or proposed agricultural useaccording to the General Plan. The proposed plot plan and tentative tract map will not involve changes to the existing environment, which will result in the conversion of farmland to non-agricultural use.				
III. **AIR QUALITY:** Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?			X	
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation.			X	
(a and b) The Air Quality Management Plan (AQMP) sets forth a comprehensive program that will lead the air basin into compliance with all federal and state air quality standards. The AQMP control measures and related emission reduction estimates are based upon emissions projections for a future development scenario derived from land use, population, and employment characteristics defined in consultation with local governments. Accordingly, conformance with the AQMP for development projects is determined by demonstrating compliance with local land use plans and/or population projections. Based upon the conclusions of a Focused Traffic Analysis prepared by Kunzman Associates, Inc., in April 2013 for the project, project traffic resulting from the proposed Plot Plan, Zone Change, and General Plan Amendment is less than traffic projections for build-out under the existing land use designations and will not exceed General Plan build out projections for the project site. The proposed plot plan, Zone Change, and General Plan Amendment would not obstruct implementation of the South Coast Air Quality Management Plan or violate any air quality standard or contribute substantially to an existing or projected air quality violation.				
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?			X	
CEQA Section 21100 (e) addresses evaluation of cumulative effects allowing the use of approved land use documents in a cumulative impact analysis. CEQA Guidelines Section 15064 (i)(3) further stipulates that for an impact involving a resource that is addressed by an approved plan or mitigation program, the lead agency may determine that a project's incremental contribution is not cumulatively considerable if the project complies with the adopted plan or program. In addressing cumulative effects for air quality, the AQMP is the most appropriate document to use because the AQMP sets forth a comprehensive program that will lead the air basin, including the project area, into compliance with all federal and state air quality standards and utilizes control measures and related emission reduction estimates based upon emissions projections for a future development scenario derived from land use, population, and employment characteristics defined in consultation with local governments. The proposed project is in conformance with the AQMP and the project is not significant on an individual basis according to the Daily Thresholds of Potential Significance for Air Quality, SCAQMD Air Quality Handbook. Based upon the conclusions of a Focused Traffic Analysis prepared by Kunzman Associates, Inc., in April 2013 for the project, project traffic resulting from the proposed Plot Plan, Zone Change, and General Plan Amendment is less than traffic projections for build-out under the existing land use designations and will not exceed General Plan build out projections for the project site. Therefore, it is appropriate to conclude that the project's incremental contribution to criteria pollutant emissions is not cumulatively considerable.				
d) Expose sensitive receptors to substantial pollutant concentrations?			X	
The nearest sensitive receptors include Hendrick Ranch Elementary School located approximately ½ mile to the west and Vista Del Lago High School located approximately ¾ mile to the south. Existing single-family tract homes are located across the street to the southeast at Brodiaea Street and Lasselle Street, and approximately ¼ mile to the northwest and northeast. Considering the direction of the prevailing winds from northwest to southeast, dispersion of the pollutants, and the quantity of pollutants generated, the project will not expose sensitive receptors to substantial pollutant concentrations.				

MV00204529

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Create objectionable odors affecting a substantial number of people?			X	
The site has been disturbed in the past under prior permit. The project proposed to develop with the existing level area and slopes. The preliminary grading plan identifies that the site will require grading within the level portions of the site with an estimate of 40,000 cubic yards of excavation and 15,000 cubic yards of embankment. The proposed project presents the potential for generation of objectionable odors in the form of diesel exhaust in the immediate vicinity of the site during construction of the project. The closest areas with substantial numbers of people are existing single-family residences located across the street to the southeast at Brodiaea Street and Lasselle Street, and approximately ¼ mile to the northwest and northeast. However, these emissions would rapidly dissipate and be diluted by the atmosphere downwind of the emission sources. Recognizing the direction of the prevailing winds (northwest to southeast), dispersion and quantity of the pollutants, the project will not subject a substantial number of people to objectionable odors. Air quality pollutants associated with multiple-family residential uses are primarily generated from mobile sources such as cars. No other uses are proposed that would generate substantial concentrations of harmful air pollutants, as well as objectionable odors not typical of a residential area. No significant impacts would occur.				
IV. **BIOLOGICAL RESOURCES**. Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U. S. Fish and Wildlife Service?			X	
The project site is comprised of approximately 10 acres located at the southeast corner of Alessandro Boulevard and Lasselle Street. The project site is a vacant square shaped parcel that is level to steeply sloping with a rocky hilltop. The site is at or above grade with adjacent Alessandro Boulevard and Lasselle Street. No suitable habitat or MSHCP-designated survey areas for riparian and wetland-associated plant and animal species are present on the project site. No vernal pools or vernal pool species are present on the project site. The project site is in an area that the Multiple Species Habitat Conservation Plan (MSHCP) has identified as having the potential for burrowing owl habitat. A Biological Reconnaissance Survey and Habitat Assessment for Burrowing Owl was prepared in April 2013 by Tetra Tech. Based on the results of the field survey of the site, there is no likelihood of sensitive resources being found on the site. No sensitive plant or animal species were observed on the site. No suitable habitat for occupation by burrowing owls was observed and no signs of burrowing owl or owls were observed on the site. The consultant does not recommend additional surveys for burrowing owl. However, the project has been conditioned to conduct a pre-construction survey for burrowing owl, 30 days in advance of grading or site disturbance. This project will not have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, by the California Department of Fish and Wildlife or U. S. Fish and Wildlife Service.				
b) Have a substantially adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U. S. Wildlife Service?			X	
A Biological Reconnaissance Survey and Habitat Assessment for Burrowing Owl was prepared in April 2013 by Tetra Tech. Based on the results of the field survey of the site, no vernal pools or vernal pool species are present on the project site. No riverine/riparian habitat is located on the site. The project will not have a substantially adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations by the California Department of Fish and Wildlife or U. S. Wildlife Service.				
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
There are no wetland resources on the site. Therefore, the development of this project will not have a substantial adverse effect on federally protected wetlands.				
d) Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?			X	
This site is on the edge of an urbanized area with existing development occurring in the near vicinity of the project site. The site is not in the immediate vicinity of a migratory wildlife corridor or a wildlife corridor designated in the Multiple Species Habitat Conservation Plan (MSHCP). None of the sensitive species, including burrowing owl, initially identified by the MSHCP as having the potential of occurring on the site were observed during the site surveys. The proposed project will not directly impact sensitive species.				
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?			X	

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Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
The proposed project will not conflict with any General Plan or local policies pertaining to the protection of biological resources. The project is consistent with the goals and objectives of the General Plan under the proposed R30 land use designation. This project has been conditioned to replace all mature trees with a 4-inch caliper or greater per the City's Municipal Code.				
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state habitat conservation plan?			X	
The project is not within one of the Multiple Species Habitat Conservation Plan (MSHCP) criteria areas, which are potential habitat preservation areas. The proposed project will not conflict with the Stephen's Kangaroo Rat Habitat Conservation Plan (SKR HCP) or MSHCP or any other known local, regional or state habitat conservation plans. The project will be conditioned to pay required SKR mitigation fees. Also, the City participates in the MSHCP, a comprehensive habitat conservation-planning program addressing multiple species' needs, including preservation of habitat and native vegetation in Western Riverside County. This project will also be subject to impact fees to support the implementation of the Multiple Species Habitat Conservation Plan.				
V. **CULTURAL RESOURCES**. Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?		X		
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?		X		

a and b) The project proposes development of a 141 unit affordable apartment complex on the 10 acres of Assessor's Parcel Number 486-280-044. The development requires installation of a desilting basin to be located on a portion (approximately ½ acre) of the adjoining parcel (APN 486-280-043) to the south. Based upon review of a 1987 citywide survey (Archeological Research Unit, University of California, Riverside), it appeared that there were known cultural resources located within the project site.

An archaeological survey was prepared for the project site (APN 486-280-044) by Tetra Tech in September 2007. The survey included site surveys which were conducted to identify the presence or likely presence of cultural resources including prehistoric sites and sites significant to Native American cultural groups. No prehistoric, historic, or Native American cultural resource sites were identified during the site survey. A record search was conducted by the Eastern Information Center which indicated that no listed or eligible National Registrar or Historic Plan properties were located within a mile of the project site. No cultural landscapes, ethnic resources, or cultural resources listed as California Historic Landmarks were noted on the project site. Seven cultural resource studies have been conducted within a one mile radius of the project site. The records check indicated that there are no known cultural resources within the boundaries of the project site. Based on the results of the record search and site survey, Tetra Tech did not recommend the presence of a qualified archaeologist during grading or site disturbance activities. The results/recommendations of the 2007 survey were re-certified by Applied Earthworks, Inc. on April 9, 2013 following a site survey on April 4, 2013.

A second archaeological survey was prepared for a 1.0 acre portion of adjacent Assessor's Parcel Number 486-280-043 by CRM Tech in April and May 2013. The project proposes to construct a desilting basin in this area and through a lot line adjustment, join the desilting basin to the larger apartment site. A record search and site survey were completed for this area. No cultural resources were discovered during the site survey and based on the results of the record search and site survey, CRM Tech did not recommend the presence of a qualified archaeologist during grading or site disturbance activities.

The archaeological surveys did not identify cultural resources within the boundaries of the proposed development nor recommend monitoring or other mitigation. However, in order to avoid impacts to potential cultural resources within the project site boundaries, conditions of approval and mitigation measures will be required of the project to ensure the participation of a monitor(s) including a qualified archaeologist and tribal representatives during all grading and site disturbance activities. If recorded archaeological sites are found to be within the limits of the project site within undisturbed slopes or rock outcroppings, a long-term preservation plan for the protection of these cultural resources will be prepared and executed between the appropriate Native American Tribe and the Project Applicant. The following mitigation measures shall be required of the project:

MM CUL-1 Prior to the issuance of a grading permit, the Project Applicant shall provide evidence to the City of Moreno Valley that a Cultural Resources Monitoring Agreement has been secured for qualified Tribal representatives and that a professional archaeological monitor has been retained by the Applicant to conduct monitoring of all mass grading and trenching activities and has the authority to temporarily halt and redirect earthmoving activities in the event that suspected archaeological resources are unearthed during Project construction. The Project Archaeologist and Tribal representatives shall attend the

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Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact

pre-grading meeting with the City and contractors to explain and coordinate the requirements of the monitoring program.

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Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact

MM CUL-2 Prior to the issuance of a grading permit, the Applicant shall provide evidence to the City of Moreno Valley that appropriate Native American representative(s), Project Archaeologist and the Tribal representative(s) shall be allowed to monitor and have received a minimum of 30 days advance notice ofall mass grading and trenching activities. During grading and trenching operations, the Tribal representatives and the project archaeological monitor shall observe all mass grading and trenching activities per the Cultural Resources Monitoring Agreement. If the Tribal representatives suspect that an archaeological resource may have been unearthed, the archaeologist or the tribal representative shall immediately halt and redirect grading operations in a 100-foot radius around the find to allow identification and evaluation of the suspected resource. In consultation with the appropriate Native American Tribe(s), the archaeological monitor shall evaluate the suspected resource and make a determination of significance pursuant to California Public Resources Code Section 21083.2.

MM CUL-3 If a significant archaeological resource(s) is discovered on the property, ground disturbing activities shall be suspended 100 feet around the resource(s). The archaeological monitor and representatives of the appropriate Native American Tribe(s), the Project Applicant, and the City Planning Division shall confer regarding mitigation of the discovered resource(s). A treatment plan and/or preservation plan shall be prepared and by the archaeological monitor and reviewed by representatives of the appropriate Native American Tribe(s), the Project Applicant, and the City Planning Division and implemented by the archaeologist to protect the identified archaeological resource(s) from damage and destruction. The landowner shall relinquish ownership of all archaeological artifacts that are of Native American origin found on the Project site to the culturally affiliated Native American tribe(s) for proper treatment and disposition. A final report containing the significance and treatment findings shall be prepared by the archaeologist and submitted to the City PlanningDivision, the appropriate Native American tribe(s), and the Eastern Information Center at the University of California, Riverside. All cultural material collected during the grading monitoring program and from any previous archaeological studies or excavations on the project site shall be curated according to the current professional repository standards and may include the Pechanga Bands curatorial facility.

MM CUL-4 Prior to grading permit issuance, the City shall verify that the following note is included on the Grading Plan:

"If any suspected archaeological resources are discovered during ground-disturbing activities and the archaeological monitor or Tribal representatives are not present, the construction supervisor is obligated to halt work in a 100-foot radius around the find and call the project archaeologist and the Tribal representatives to the site to assess the significance of the find."

MM CUL-5 Prior to grading permit issuance, the City shall verify that the following note is included on the Grading Plan:

"If any suspected paleontological resources are discovered during ground-disturbing activities, the construction supervisor is obligated to halt work in a 100-foot radius around the find and call a qualified paleontologist to the site to assess the significance of the find. A qualified paleontologist shall evaluate the suspected resource. If the paleontologist determines that the find is not unique, construction shall be permitted to proceed. However, if the paleontologist determines that further information is needed to evaluate significance, the City of Moreno Valley shall be notified and a treatment plan shall be prepared and implemented in consultation with the City to protect the identified paleontological resource(s) from damage and destruction."

MM CUL-6 If human remains are encountered, California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the Riverside County Coroner has made the necessary findings as to origin. Further, pursuant to California Public Resources Code Section 5097.98(b), remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made by the Coroner. If the Riverside County Coroner determines the remains to be Native American, the California Native American Heritage Commission must be contacted within 24 hours. The Native American Heritage Commission must then immediately notify the "most likely descendant(s)" of receiving notification of the discovery. The most likely descendant(s) shall then make recommendations within 48 hours, and engage in consultations concerning the treatment of the remains as provided in Public Resources Code §5097.98.

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact

MM CUL-7 There are recorded archaeological sites within the vicinity of the Project, but no recorded archaeological sites within the Project boundaries. Prior to construction of the project, the developer shall coordinate with the City on a fence plan to restrict movement from the project site onto off-site resources on the adjacent parcel (APN 486-280-043) to reduce potential impacts by non-construction activities on recorded off-site archaeological resources. If the project limits are determined to include recorded archaeological sites that are outside of areas proposed for development, then, given the sensitivity of these resources and the potential for their impact by non-construction activities, a long-term preservation plan for the protection of these cultural resources will be prepared and executed between the appropriate Native American Tribe and the Project Applicant. The sites that will be included in the preservation plan shall include but not be limited to CA-RIV-857, CA-RIV-3159, CA-RIV-3341 and CA-RIV-3342. The Preservation Plan must, at a minimum, include provisions for allowable activities, if any, around the cultural resources; what kinds of protective measures will be put in place (i.e., appropriate fencing, use of native plants and other methods that are acceptable to all parties); the roles of each party with respect to the maintenance and protection of the resources and any surrounding landscaping; methods of addressing nuisance concerns and potential vandalism; and any other provisions necessary for the protection of these cultural resources in perpetuity.

Source: Archeological Research Unit, University of California, Riverside, 1987; Archaeological Survey, Tetra Tech, Inc., September 2007; Re-certification Letter, Applied Earthworks, Inc., April 2013; Archaeological Survey, CRM Tech., May 2013.

c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?		X		

There are no known unique paleontological resources on the project site. However, the project site includes steeply sloping hillsides and a rocky hilltop. The project proposes to limit development to the existing level areas and protect the slopes and rock outcroppings in place and avoid impacts to unique geologic features on site. The proposed Zone Change and General Plan Amendment will place the slopes and rocky hilltop within an Open Space designation. The project has been conditioned to protect the slopes and rock outcroppings through the recordation of an environmental constraints sheet.A condition of approval/mitigation measure will be placed on the project to cease excavation or construction activities if archaeological, paleontological, or historical resources are uncovered on the project site.

d) Disturb any human remains, including those interred outside of formal cemeteries?			X	

No known human remains have been identified at the project site. Conditions of approval address the issue of inadvertent discoveries. A standard condition of approval will be placed on the project to cease excavation or construction activities if archaeological, paleontological, or historical resources uncovered on the project site.

VI. **GEOLOGY AND SOILS**. Would the project:

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:

(i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				X

According to the City's General Plan, the project site is not on, or close to, any known earthquake fault. There is no new information that would indicate the existence of a fault or fault tract in proximity of the site. Accordingly, there is no risk of ground rupture due to faulting at the proposed project site.

(ii) Strong seismic ground shaking?			X	

According to the City's General Plan, the project site is not on, or close to, any known earthquake fault. The nearest fault is the San Jacinto fault system, which is located about 12-miles to the northeast. The San Andreas fault system is more than 25 miles from the site. The active Sierra Madre and San Gabriel fault zones lie roughly 35 and 40 miles respectively to the northwest of the site. The active Elsinore and Newport-Inglewood fault zones lie approximately 20 and 45 miles, respectively, to the southwest of the site. This faulting is not considered a significant constraint to development on the site with the use of current building codes. Ground-shaking intensity could be moderately-high during a 100-year interval earthquake. Foundation designs will be reviewed to ensure incorporation of appropriate engineering recommendations to mitigate any such seismicity. There is no new information that would indicate the existence of a fault on the site.

(iii) Seismic-related ground failure, including liquefaction?			X	

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Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
According to the City's General Plan, the project site is not on, or close to, any known earthquake fault. However, ground-shaking intensity could be moderately-high during a 100-year interval earthquake. The potential for seismic related failure or liquefaction on the site is minimal based on the water table and soil conditions at the site.				
(iv) Landslides?		X		
This site includes a hilltop with steep slopes and rock outcroppings. The project proposes some manufactured slopes which are conditioned to comply with City Public Works standards for storm runoff and slope design. The manufactured slopes will be landscaped and irrigated for erosion control.Based upon the results of a slope stability analysis, the following conditions of approval and mitigation measures will be required: MM LD-1 Cut slopes in rock can be excavated at 1:1, but colluvium shall be sloped back at 2:1; MM LD-2 Cut slopes to be mapped upon exposure to confirm wedge analysis results; MM LD-3Further evaluation of boulders identified as having the potential to be unstable shall be conducted prior to site grading;MM LD-4 Loose boulders identified on the map or during grading shall be removed or stabilized; and MM LD-5 Erosion control such as plants or jute netting shall be installed on cut slopes. As designed and conditioned and with the enforcement of mitigation measures, impacts from landslides are less than significant.				
(b) Result in substantial soil erosion or the loss of topsoil?			X	
The development of the site will likely result in the reduction of erosion with the placement of buildings and landscaping on the site. During construction, there is the potential for less than significant impacts for short-term soil erosion from minimal excavation and grading. This will be addressed as part of standard construction, such as watering to reduce dust and sandbagging, if required, during raining periods.				
(c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?		X		
The geologic unit or soil is not known to be unstable based on current resources. Based upon the results of a slope stability analysis, the conditions of approval and mitigation measuresreferenced in the response to checklist question VI.a.iv above, will be required. As designed and conditioned and with the enforcement of mitigation measures, impacts from landslides are less than significant.				
(d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			X	
According to the City's environmental information, the geologic unit or soil is not known to be unstable. As provided for in the conditions of approval, the applicant must provide a soils and geologic report to City Public Works Department prior to site grading. As designed and conditioned, the potential for the project to create substantial risks to life or property is less than significant.				
(e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X
The proposed apartment project will operate on a sewer system that will be reviewed, approved and installed according to Eastern Municipal Water District requirements. The proposed project will not be introducing septic tanks or alternative water disposal systems.				
VII. **GREENHOUSE GAS EMISSIONS.** Would this project?				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
Global climate change is caused by greenhouse gas (GHG) emissions throughout the world. Mitigating global climate change will require worldwide solutions. Greenhouse gases are gases emitted from the earth's surface that absorb infrared radiation in the atmosphere. Increases in these gases lead to more absorption of radiation and warm the lower atmosphere, and therefore increase evaporation rates and temperatures on the Earth's surface. The City of Moreno Valley has adopted a Climate Action Strategy. However, at this time, there are no widely accepted thresholds of significance for determining the impact of GHG emissions from an individual project, or from a cumulative standpoint. As provided for in the CEQA Guidelines (Section 15064.4), it is necessary for the lead agency to make a good-faith effort in considering GHG emissions on a project specific basis. Based on the scope of the project and consistency of the proposed Zone Change and General Plan Amendment with the City's adopted General Circulation Element and build out scenarios, the City has chosen to rely on a qualitative analysis. To the extent possible based on scientific and factual data available, it has been determined that this project will not result in generating greenhouse gas emissions that will either directly or indirectly have a significant impact on the environment.				
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			X	

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
On October 9, 2012, the Moreno Valley City Council approved an Energy Efficiency and Climate Action Strategy and related Greenhouse Gas Analysis. The proposed project does not conflict with this strategy or any other applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases.				
VIII. **HAZARDS AND HAZARDOUS MATERIALS.** Would the project?				
a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?				X
The proposed project will not involve the routine transport, use or disposal of hazardous materials. Since the project will not involve the routine transport, use or disposal of hazardous materials, there will be no potential for a significant hazard to the public or the environment.				
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				X
The proposed project will not involve the routine transport, use or disposal of hazardous materials. The proposed project will not create a significant hazard to the public or the environment through the routine transport, or use or disposal of hazardous materials. Since the project will not involve the routine transport, use or disposal of hazardous materials, there will be no potential for a significant hazard to the public or the environment.				
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
Hendrick Ranch Elementary School is located approximately ½ mile to the west and Vista Del Lago High School located approximately ¾ mile to the south. The project as designed and conditioned will not emit hazardous emissions or handle hazardous materials.				
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result would it create a significant hazard to the public or the environment?				X
The site was checked against the list of hazardous material sites pursuant to Government Code Section 65962.5. The project is not located on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.				
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
The nearest airport is the March Air Reserve Base located approximately 4 miles to the west. The distance to the runway is approximately 6 miles. The site is not within the crash zones or the noise contours identified in the most recent Air Installation Compatible Use Zone (AICUZ) study. (Municipal Code Section 9.07.060) The site is not within an airport land use plan.				
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
There are no private airstrips within the City of Moreno Valley. The project is not within proximity of a private airstrip. Therefore, the project would not result in a safety hazard pertaining to proximity of a private airstrip.				
g) Impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
The proposed project would not have any direct effect on an adopted emergency response plan, or emergency evacuation plan. The City's emergency plans are also consistent with the General Plan. The proposed plot plan has been designed and conditioned to provide required circulation and required fire access to allow for ingress of emergency vehicles and egress of residents. Therefore, the proposed project would not be in conflict in any way with the emergency response or emergency evacuation plans.				
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?			X	
The proposed project site is not adjacent to wildlands, but is located in the Very High Fire Hazard Severity Zone. The project has been conditioned to comply with all special construction features as required in Chapter 7A of the California Building Code. As designed and conditioned, the project,and as such would not expose people or structures to a significant risk of loss, injury or death involving wildland fires. In addition, the project is not located within a designated wildland area.				
IX. **HYDROLOGY AND WATER QUALITY**. Would the project:				
a) Violate any water quality standards or waste discharge requirements?			X	

MV00204536

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Pursuant to the requirements of the Santa Ana Regional Water Quality Control Board, a project specific Water Quality Management Plan (WQMP) is required of certain projects involving discretionary approval. This project requires a WQMP to address pollutants of concern. Site Design and Source Control best management practices (BMP) are conditioned to be used throughout the project. Treatment BMPs will be selected and implemented which are medium to highly effective in treating pollutants of concern. Final design and sizing details of all BMPs must be provided in the first submittal of the F-WQMP, per the Special Project Conditions listed above. The project has been conditioned to provide documentation that runoff will be treated in conformance with the "Riverside County Water Quality Management Plan for Urban Runoff" dated January 29, 2010and approved by the Santa Ana Regional Water Quality Control Board (Guidance Document). Additionally, grading activities would temporarily expose soils to wind and water erosion that would contribute to downstream sedimentation. The proposed project would comply with all permits and development guidelines associated with urban water runoff and discharge set forth by the City of Moreno Valley and the Regional Water Quality Control Board. With the approval of the storm drainage facilities by the City Engineer and Riverside County Flood Control District, as well as complying with all applicable storm water discharge permits, impacts would be less than significant.				
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			X	
The Eastern Municipal Water District (EMWD) would provide the proposed project with potable water as opposed to utilizing individual water wells. Potable water is adequate to serve the proposed project. Although the project would cover a majority of the site with impervious surfaces, the landscaped areas would still provide a means for groundwater recharge. Impacts would be less than significant.				
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?			X	
There is no stream or other streambed or river on the project site, so the project will not cause a change in the existing on-site drainage pattern that would result in substantial erosion or siltation on- or off-site. During construction of the project, there is the potential for some sediments to be discharged within the storm water system. Erosion control plans are required for projects prior to issuance of grading permits for preventing substantial erosion. The project as designed and conditioned will not change the existing drainage pattern that would result in substantial erosion or siltation on- or off-site. Impacts would be less than significant.				
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or surface runoff in a manner which would result in flooding on- or off site?			X	
There is no blueline stream or other streambed or river on the project site, however, there are surface drainage facilities that will be removed through development of the project site. The project as designed and conditioned will not cause a change in the existing drainage pattern that would result in substantial erosion or siltation on- or off-site. Therefore, project implementation would not result in modifications that could ultimately result in substantial erosion or siltation on- or off-site. Impacts would be less than significant.				
e) Create or contribute runoff which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?			X	

MV00204537

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
The proposed project is consistent with the City's General Plan. All storm drainage improvements would be developed to the standards of the City Engineer and the Riverside County Flood Control Agency. Additionally, the project has been designed in accordance with the City's standard conditions of approval, which includes measures pertaining to storm drainage facilities and runoff. It should be noted that the Riverside County Flood Control Agency was contacted and indicated in a letter dated March 11, 2013, that the proposed project involves District Master Plan facilities and is located within the limits of the District's Sunnymead / Moreno Area Drainage Plan and that drainage fees have been adopted, which will need to be paid prior to the issuance of permits. As with any urban project, runoff entering the storm drainage system would contain minor amounts of pollutants (including pesticides, fertilizers and motor oil). This would incrementally contribute to the degradation of surface and sub-surface water quality. Additionally, grading activities would temporarily expose soils to water erosion that would contribute to downstream sedimentation. However, the tract is subject to the permit requirements of the Santa Ana Regional Water Quality Control Board. As the site is currently unpaved and exposed, development of the proposed project would lessen the existing site contribution to sediment runoff at project completion. With the approval of the storm drainage facilities by the City Engineer and Riverside County Flood Control District, incorporation of conditions of approval into the project's design, as well as compliance with all applicable storm water discharge permits, impacts would be less than significant.				
f) Otherwise substantially degrade water quality?			X	
The proposed project is consistent with the City's General Plan. All storm drainage improvements would be developed to the standards of the City Engineer and the Riverside County Flood Control Agency. Additionally, the project has been designed in accordance with the City's standard conditions of approval, which includes measures pertaining to storm drainage facilities and runoff. As with any urban project, runoff entering the storm drainage system would contain minor amounts of pollutants (including pesticides, fertilizers and motor oil). This would incrementally contribute to the degradation of surface and sub-surface water quality. Additionally, grading activities would temporarily expose soils to water erosion that would contribute to downstream sedimentation. However, the tract is subject to the permit requirements of the Santa Ana Regional Water Quality Control Board. As the site is currently unpaved and exposed, development of the proposed project would lessen the existing site contribution to sediment runoff at project completion. With the approval the storm drainage facilities by the City Engineer and Riverside County Flood Control District, incorporation of conditions of approval into the project's design, as well as compliance with all applicable storm water discharge permits, impacts would be less than significant.				
g) Place housing within a 100-year floodplain, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?			X	
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?			X	
(g and h) The proposed project site is located within a Federal Emergency Management Agency Zone "X" area. The project has been designed according to the 100-year storm event as designed by the project engineer. Consequently, the storm drainage system and pad location and placement have all been designed to adequately convey flows of such a magnitude. The project is outside of the delineated dam inundation area for Perris Dam at Lake Perris Reservoir and will not place housing or structures within a 100-year flood hazard area. Additionally, due to the position of the proposed project, mudflows from local mountains would be unlikely due to surrounding development. Therefore, impacts would be less than significant. The project as designed and conditioned, will not place structures which would impede or redirect flood flows.				
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?			X	
The proposed project site is located within a Federal Emergency Management Agency Zone "X" area.The project has been designed according to the 100-year storm event as designed by the project engineer.Consequently, the storm drainage system and pad location and placement have all been designed to adequately convey flows of such a magnitude. The project is outside of the delineated dam inundation area for Perris Dam at Lake Perris Reservoir and will not expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam.				
j) Inundation by seiche, tsunami, or mudflow?				X
The site is not identified in the General Plan as a location subject to seiche, or mudflow. The project is outside of the delineated dam inundation area for Perris Dam at Lake Perris Reservoir. Additionally, due to the position of the proposed project, mudflows from local mountains would be unlikely due to surrounding development. Therefore, impacts would be less than significant.				
X. **LAND USE AND PLANNING**. Would the project:				
a) Physically divide an established community?			X	

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
The project proposes a General Plan Amendment and Zone Change from Neighborhood Commercial / R15 to R30 / Open Space for development of a 141 unit affordable apartment complex. The project site is bounded by vacant R15 and Neighborhood or Community Commercial zoned land. Existing tract homes are located to the northwest, southwest and northeast. The proposed land use change and apartment project is compatible with surrounding land uses and will not physically divide an established community.				
b) Conflict with an applicable land use plan, policy or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?			X	
The project proposes a General Plan Amendment and Zone Change from Neighborhood Commercial / R15 to R30 / Open Space for development of a 141 unit affordable apartment complex. Based upon the conclusions of a Focused Traffic Analysis prepared by Kunzman Associates, Inc., in April 2013 for the project, project traffic resulting from the proposed Plot Plan, Zone Change, and General Plan Amendment is less than traffic projections under the current land use and will not exceed General Plan build out projections for the project site.The proposed variance to reduce the covered parking requirement will not result in a deficiency in required parking on-site. The project as designed will meet Municipal Code parking requirements for an affordable housing project. The proposed project as designed and conditioned will not conflict with an applicable land use plan, policy or regulation of an agency with jurisdiction over the project including the City's General Plan.				
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?			X	
The project is not within one of the Multiple Species Habitat Conservation Plan (MSHCP) criteria areas, which are potential habitat preservation areas. The proposed project will not conflict with the Stephen's Kangaroo Rat Habitat Conservation Plan (SKR HCP) or MSHCP or any other known local, regional or state habitat conservation plans. The project will be conditioned to paying required SKR mitigation fees. Also, the City participates in the MSHCP, a comprehensive habitat conservation-planning program addressing multiple species' needs, including preservation of habitat and native vegetation in Western Riverside County. This project will also be subject to fees to support the implementation of the Multiple Species Habitat Conservation Plan.				
XI. **MINERAL RESOURCES.** Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X
(a and b) The project site is located in an urbanized area with additional development occurring in the vicinity. No active mines or mineral recovery programs are currently active within the project site or the surrounding area. Consequently, the development of the project site would not conflict with a mineral recovery plan as adopted by the General Plan. No significant impacts would occur.				
XII. **NOISE.** Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
Based upon the conclusions of Focused Traffic Analysis prepared by Kunzman Associates, Inc., in April 2013 for the project, project traffic resulting from the proposed Plot Plan, Zone Change, and General Plan Amendment is less than traffic projections under the current land use and will not exceed General Plan build out projections for the project site. The proposed 141 unit apartment project as designed and conditioned is consistent with City Municipal Code development standards and Design Guidelines for multiple family housing. It is anticipated that project traffic will operate within acceptable Levels of Service at General Plan build-out, therefore, noise levels will be consistent with General Plan criteria for noise, and noise levels will not exceed the standards set forth in the General Plan.				
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			X	
The proposed project has incorporated the City's conditions of approval into the project design. As a result, construction and operation activities would be restricted to Monday through Friday from 6:00 AM to 8:00 PM, excluding holidays, ad from 7:00 AM to 8:00 PM on weekends and holidays. As a result, less than significant impacts would occur.				
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	

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Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Based upon the conclusions of a Focused Traffic Analysis prepared by Kunzman Associates, Inc., in April 2013 for the project, project traffic resulting from the proposed Plot Plan, Zone Change, and General Plan Amendment is less than traffic projections for build-out under the existing land use designations and will not exceed General Plan build out projections for the project site.The proposed 141 unit apartment project as designed and conditioned is consistent with City Municipal Code development standards and Design Guidelines for multiple family housing. Permanent noises associated with the proposed multiple family residential use includes, but are not limited to, traffic, people talking, radios playing and maintenance of common landscape areas. However, these noise sources would be typical of the adjacent area and therefore, the project would not introduce unique noise sources. Finally, the City's conditions of approval have been incorporated into the project design that would ensure land use compatibility with regards to noise resulting from the project site. Project traffic is anticipated to operate within acceptable Levels of Service at General Plan build-out, therefore, noise levels would be consistent with General Plan criteria for noise, and noise levels will not exceed the standards set forth in the General Plan. Impacts would be less than significant as a result of the proposed project.				
d) A substantially temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
During construction, there will be limited impact of noise from construction equipment. The nearest sensitive receptors include Hendrick Ranch Elementary School located approximately ½ mile to the west and Vista Del Lago High School located approximately ¾ mile to the south. Existing single-family tract homes are located across the street to the southeast at Brodiaea Street and Lasselle Street, and approximately ¼ mile to the northwest and northeast. The Public Works Department has a standard condition of approval regarding the public nuisance aspect of the construction activities. The construction operations including building related activities and deliveries shall be restricted to Monday through Friday from 6:00 AM to 8:00 PM, excluding holidays, and from 7:00 AM to 8:00 PM on weekends and holidays, in accordance with City Municipal Code 8.14.040, unless otherwise extended or shortened by the City Engineer or Building Official.				
e) For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X
The project is not located within the area of an adopted airport land use plan.				
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X
There is no private airstrip within the vicinity of the site, or within the City of Moreno Valley.				
XIII. **POPULATION AND HOUSING.** Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			X	
The project proposes to change the existing zone and General Plan land use designations from Neighborhood Commercial/R15 to R30/Open Space in order to develop a 141 unit affordable apartment complex. Based upon the conclusions of a Focused Traffic Analysis prepared by Kunzman Associates, Inc., in April 2013 for the project, project traffic resulting from the proposed Plot Plan, Zone Change, and General Plan Amendment is less than traffic projections for build-out under the existing land use designations and will not exceed General Plan build out projections for the project site. Therefore, the addition of the project dwelling units is consistent with the General Plan Circulation element and General Plan policies related to multiple family development and would not result in substantial growth either directly or indirectly.				
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X
(b and c) This property is currently vacant, and no housing is currently located on the project site. No housing will be displaced by development of this project. The project will not displace any residents.				
XIV. **PUBLIC SERVICES**. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire protection?				

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Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
The proposed project has incorporated the City's standard conditions of approval into its design. These standards include measures, which specifically address concerns regarding the Fire Prevention Bureau. Measures such as providing approved fire hydrants, fire flow requirements; mitigation impact fee programs and utilizing fire retardant materials have all been incorporated into the project's design. ISO ratings are given to firefighting districts in order to rank their operation level. This scale ranges from one (1) the highest possible score, to a ten (10), the worst possible score. The City of Moreno Valley currently has an ISO rating of three (3), which is considered high. With the implementation of the conditions of approval of the project pertaining to Fire Services, impacts would be less than significant.				
b) Police protection?			X	
The proposed project conforms to the City's Municipal Code and to the General Plan. Police protection to the project area is provided through the Moreno Valley Police Department. The Police Department was involved in the project review process. Conditions of approval have been included by Police Department to ensure health and safety is protected during construction. Development of the project site would increase the demand on the Police Department. The project will pay development impact fees related to Police Facilities. The project is consistent with the General Plan. With payment of impact fees, the addition of 141 dwelling units at this location would not over-burden their service ability in continuing to provide high quality police service.				
c) Schools?			X	
The project would most likely increase the use of schools. The impact of this project on schools is anticipated to be minimal. This project will be subject to development impact fees, which shall address the impact of the proposed 141 unit affordable apartment project.				
d) Parks?			X	
The project would most likely increase the use of parks. The impact of this project on parks is anticipated to be minimal. This project will be subject to development impact fees, which shall address the impact of the proposed 141 unit affordable apartment project.				
e) Other public facilities?			X	
There will be an incremental increase in the demand for new or altered public services including library, city hall, and city yard facilities. These facilities would be needed with or without the project. This project will be subject to development impact fees, which shall address the impact of the proposed 141 unit affordable apartment project.				
XV. **RECREATION.**				
a) Would the project increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			X	
The project would most likely increase the use of parks. The impact of this project on parks is anticipated to be minimal. This project will be subject to development impact fees, which shall address the impact of the proposed 141 unit affordable apartment project.				
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			X	
The project will include a common pool, tot lots, open plaza area, and private recreational space. The proposed project does not create the need for the construction or expansion of recreational facilities.				
XVI. **TRANSPORTATION/TRAFFIC.** Would the project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?			X	
As designed and conditioned, the proposed 141 unit affordable apartment project and related Zone Change and General Plan Amendment do not conflict with any City plans, ordinances or policies establishing measures of effectiveness for the performance of the circulation system.				
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?			X	

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Based upon the conclusions of a Focused Traffic Analysis prepared by Kunzman Associates, Inc., in April 2013 for the project, project traffic resulting from the proposed Plot Plan, Zone Change, and General Plan Amendment is less than traffic projections for build-out under existing land use designations and will not exceed General Plan build out projections for the project site.As designed and conditioned, the project is not expected to individually or cumulatively exceed a level of service standard.				
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				X
The project site is not located in, around or under any airport or airport fly-zone. The proposed project would have no direct or indirect effect on air traffic patterns.				
d) Substantially increase hazards to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?			X	
The project has been conditioned by Public Works to complete full-width street improvements if necessary. The street improvements will include but not be limited to, pavement, curb, gutter, sidewalk, streetlights, storm drain, signing and striping, and dry and wet utilities. As designed, the project will not result in hazards, but will help decrease potential hazards at this location. The project is not adjacent to any potential incompatible uses.				
e) Result in inadequate emergency access?			X	
As designed and conditioned, all streets, drivewaysand drive aisles will be built to the specifications of the City Engineer and Traffic Engineer, the Fire Prevention Bureau and the General Plan. This will ensure that no hazardous traffic situations would occur during construction or with completion of the project. The site will be readily accessible for emergency access.				
f) Conflict with adopted policies or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?				X
The project as designed and conditioned will not conflict with adopted alternative transportation policies, therefore, no adverse impacts would occur.				
XVII. **UTILITIES AND SERVICE SYSTEMS.** Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				X
The project will not exceed wastewater treatment requirements of the Regional Water Quality Control Board. The project would not exceed the existing or planned capacity of the Moreno Water Reclamation Facility.				
b) Require or result in construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
The project will not exceed wastewater treatment capacity of the Moreno Water Reclamation Facility.				
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
The project will not require or result in the construction of unplanned storm water drainage facilities or expansion of existing facilities.				
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				X
The water purveyor, Eastern Municipal Water District (EMWD), prepared an Urban Water Master Plan demonstrating that it has or will have sufficient water supplies available to serve urban development on the property.				
e) Result in a determination by the wastewater treatment provider which serves or may serve the project determined that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X
The wastewater treatment provider is EMWD. The current wastewater treatment facility just westerly of the southerly edge of the Moreno Valley Ranch Specific Plan has adequate capacity to serve projects within Moreno Valley that are consistent with the General Plan. EMWD has plans for major expansions of the Moreno Water Reclamation Facility. Source: Draft EIR for the 2006 General Plan Update.				
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?				X
Waste Management provides waste hauling service to the plan area. The project will be served by a landfill in the Badlands with sufficient permitted capacity to accommodate the project's solid waste disposal needs. Source: Draft EIR for the 2006 General Plan Update.				
g) Comply with federal, state, and local statues and regulations related to solid				X

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Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
waste?				
The City is complying with State and Federal regulations regarding solid waste. This project will also comply with the current policies regarding solid waste.				
XVIII. **MANDATORY FINDINGS OF SIGNIFICANCE.**				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?			X	
The project would not significantly degrade the quality of the environment or reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal. Based upon the archaeological survey prepared by Tetra Tech, Inc., there are no historic structures on the site, and there will be no impact to historic resources. The project will not eliminate important examples of the major periods of California history or prehistory. The analysis in this Initial Study demonstrates that project and cumulative impacts would be less than significant. The project as designed and conditioned would not cause substantial adverse health effects on human beings.				
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?			X	
This project will not create any impacts, that when viewed in connection with existing land uses, other recently approved projects, and existing land use designations, would be considered cumulatively considerable. It is not expected that the proposed project would result in incremental effects. The analysis in this Initial Study demonstrates that the proposed project cumulative impacts would be less than significant.				
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X	
The project consists of a General Plan Amendment and Zone Change for development of a 141 unit affordable apartment complex. The project as designed and conditioned will not cause substantial adverse effects on human beings, either directly or indirectly for the reasons described in this checklist/initial study.				

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CITY OF MORENO VALLEY
PLANNING COMMISSION
REGULAR MEETING
MAY 23RD, 2013

CALL TO ORDER

Chair Van Natta convened the Regular Meeting of the City of Moreno Valley Planning Commission on the above date in the City Council Chambers located at 14177 Frederick Street.

ROLL CALL

Commissioners Present:
Chair Van Natta
Commissioner Baker
Commissioner Crothers
Commissioner Giba
Commissioner Lowell
Commissioner Ramirez
Commissioner Sims

Staff Present:
John Terell, Planning Official
Jeff Bradshaw, Associate Planner
Suzanne Bryant, City Attorney

PUBLIC HEARING ITEMS

Case Number:	**PA13-0006**	**Plot Plan**
	PA13-0007	**Zone Change**
	PA13-0008	**General Plan Amendment**
	P13-029	**Variance**

Case Planner: **Jeff Bradshaw**

CHAIR VAN NATTA – Okay we move now in our Public Hearing Items. The first case is PA13-0006 Plot Plan, PA13-0007 Zone Change, PA13-0008 General Plan Amendment and P13-029 Variance and our Case Planner is Mr. Bradshaw. Would you like to make the presentation please?

ASSOCIATE PLANNER BRADSHAW – Thank you. Good evening Chair and members of the Planning Commission. The project before you includes the four applications as described in the Agenda. The Boulder Ridge Family Apartments proposes to develop a 141 unit affordable apartment project at the southeast corner of Lassalle and Alessandro Boulevard. This development would occur on the 10 acres at that corner and as described, the density and the layout of the project will require approval of a General Plan Amendment, Zone Change and a Variance. The site is currently vacant. The topography varies from approximately level at the street frontages along Alessandro Boulevard and Lassalle Street and then from there it transitions into some slopes and hillside with substantial rock outcroppings on the top.

The land use changes proposed would result from the existing land use pattern there now which is a combination of Neighborhood Commercial on the immediate corner and R15 which is a multiple family development designation. The proposal is to change from that combination of uses to an R30 zone and Open Space and the R30 is a multiple family zone as well. It allows for higher density and that zoning and General Plan designation would apply to the portions of the site that are level and those proposed for actual construction and it would include the corner and up to the toe of the manufactured slopes. The Open Space would apply to the slope areas and the hilltop and this would allow for some protection; some permanent protection of that hillside and allow us to be able to protect the slopes and the rock outcroppings.

As part of the environmental preparation for this project, a focused traffic analysis was prepared in April of this year and the results of that demonstrated that project traffic resulting from the zone change would be less than the traffic projections under the current zoning and additionally the project would not exceed General Plan build-out traffic projections for the project site. Surrounding land uses include similar zoning. The land use to the south and east is the R30 zone and the corners are zoned for commercial development, with single family zoning further to the north and the west and so in terms of compatibility the land use changes are consistent with the goals and policies of the General Plan and is consistent with an existing or established land use pattern for this neighborhood.

The variance proposed is a request to reduce the covered parking requirement for three bedroom units in this project. Affordable housing as a category allows for reduced parking and it is an important distinction I think to point out that a variance does not suggest or ask for a reduction in required parking. The design of the project meets and satisfies the City standards for parking for this type of a project but the variance would allow for a little more freedom in the design of the project by allowing the covered parking requirement for those units to be reduced and if you look at the site plan on the interior, especially between buildings 3 and 7, we are working with the Applicant to try and open up that area and offer more useable passive open space and it really freed up the area in the center of the site to be able to relieve the project of that covered parking requirement. It

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allowed the design to be able to be consistent with requirements for parking lot landscape and so Staff is recommending that change in this case.

The Plot Plan itself proposes a total of 8 three story buildings. The elevations were provided to you in the packet that you received. They are of contemporary California mission-style type architecture. They include tuck under parking with the parking all oriented towards the inside of the site with the building fronts and the architectural details facing outward where they are visible to the public. The design architectural details included in the project include recessed windows, articulated roof overhangs, arch details at the stair enclosures and private patios. The buildings themselves; the 8 buildings; there is variation amongst those buildings through the use of different color schemes and some additional details that vary amongst the buildings. Some of those would include decorative stone elements, metal awnings, decorative wrought iron elements, exposed rafter tails and trellis structures as well. The recreation buildings are consistent with that same established architecture with similar colors and materials being utilized there and the project as a whole meets and satisfies the standards of the R30 zone as well as the City's design guidelines for multiple family uses.

With regards to the environmental; a number of technical studies were provided to Staff for review for a variety of different topics including traffic, biological resources, cultural resources, water quality, hydrology and slope stability. Those were presented to Staff for review and approval and some of those studies did in some instances recommend mitigation measures. The Initial Study checklist which was also provided to you was completed and through that exercise we were able to examine potential impacts that might result from the project and where applicable, mitigation measures and conditions of approval have been implemented for the project to reduce any potential impacts to a less than significant level. As designed and conditioned, the project will not have a significant effect on the environment and Staff is recommending approval of a Mitigated Negative Declaration for the project.

Standard notice was provided for the project. The site was posted with mailing notices going out to neighboring property owners and a newspaper notice was published and as of this evening, I hadn't received any phone calls or inquiries about the project. Staff would recommend that the Planning Commission approve Resolution No. 2013-17 and through that resolution recommend to the Council that they adopt a Mitigated Negative Declaration for the project and approval of the General Plan Amendment, Zone Change, Variance and Plot Plan and with that, that concludes my report and I'd be happy to answer any questions for you and the Applicant is here with their Project Engineer and Architect as well.

CHAIR VAN NATTA – Okay, Commissioner Crothers

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VICE CHAIR CROTHERS – I have a question Jeff. You mentioned that you were talking to the developer about making space between Building 7 and Building 3 to create more parking? Is that correct?

ASSOCIATE PLANNER BRADSHAW – To open up the site. Actually in the early stages of the review; kind of that center island area, covered parking radiated all the way around the outside of that area and so there really wasn't any true kind of openness if you will and by reducing the covered parking we were able to actually be able to increase the open space, maneuver Building 7 to an area to where it seemed more appropriate in terms of its relationship with the other buildings, so the variance didn't add parking, it freed up the available space to do more with what was there.

VICE CHAIR CROTHERS – Okay, thank you.

CHAIR VAN NATTA – So the drawings that we see are with that adjustment already made; the ones that we got?

ASSOCIATE PLANNER BRADSHAW – That's correct. They anticipate… they would be representation of what the site would look like with the variance being approved.

CHAIR VAN NATTA – Okay, any other questions for Staff?

COMMISSIONER SIMS – I do if you wouldn't mind; a couple of them, so I'm pretty new at this on the Planning Commission, so pardon my questions. The designation of affordable apartment project; what does affordable mean? Is that a code? Is that something distinctive type of thing that qualifies them for the zoning or what is that all about?

PLANNING OFFICIAL TERELL – Yes under State Law we are required to provide incentives for what is called affordable housing and that generally refers to housing affordable to households making less than 80 percent of the median income for the County and that number is roughly 60 thousand dollars, so it is people making less than 60 thousand dollars a year for a family of four and for this particular project, the only modification is a slight reduction in the number of parking spaces and also the recommended variance of reduction in the covered parking. So in this project every unit will still have one covered parking space, but that is the only difference in the design of the project and that is required by State Law that we provide certain incentives to folks that want to develop that kind of project.

COMMISSIONER SIMS – Does the designation of affordable project like that with the incentives, which I don't understand; I don't know what those are, but that runs with the project. Is there a designated amount of time that the project

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has to stay classified and operate as an affordable project and then at some point can it be transferred over into non-affordable, if that makes sense?

PLANNING OFFICIAL TERELL – Most of these projects are intended to be permanently affordable, but under the regulations it has to be affordable for a minimum of 55 years.

COMMISSIONER SIMS – And I have one more if I can indulge. Under; I think is condition P… it's on page 115… P7 I think it is. It is about the open space I'm assuming. The developer and it is P7, but they should be responsible for maintaining any undeveloped portion of the site in a manner that provides for control of weeds, erosion and dust, so I was just wondering there is a fairly significant acreage that is going to be dedicated to the City I suppose for open space. You know it is kind of a big rock pile and I can't imagine there would be a lot going there, but is there kind of an annuity or some kind of endowment or some kind of financial arrangement that the developer is required to provide the City with ongoing mitigation to keep that property up for dust, weeds, rodents or whatever.

PLANNING OFFICIAL TERELL – Yes actually in this case part of the proposal… the hillside is currently zoned for 15 units per acre. Part of this proposed project would be changing the designation from R15 to Open Space and that will be permanent Open Space that will actually; it will have what we call… it will have environmental constraints over it, so it will be recorded that it has to stay Open Space permanently but it will be retained as private property, so the owner of this project will continue to have to maintain and pay for the cost of any maintenance of that area.

COMMISSIONER SIMS – And how is that done in perpetuity? Is that recorded with the deed of the property or is there some kind of covenant?

PLANNING OFFICIAL TERELL – Yes it is recorded with… it is recorded on the property. They call if an environmental constraint sheet but it is actually a recorded document.

COMMISSIONER SIMS Thank you

CHAIR VAN NATTA – Yes go ahead Commissioner Lowell

COMMISSIONER LOWELL – As far as the open space is concerned, what kind of maintenance would there be on the open space? Is there landscaping? Is it going to be left natural or trails or…?

ASSOCIATE PLANNER BRADSHAW – This P7 really is a more generic condition, it applies, I think more appropriately to projects where maybe they are being phased and over time the intent is develop the entirety of the site and we

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would want to make sure that the undeveloped portion is maintained to a City standard. In this case I don't know that P7 is necessarily intended to address the open space area at all. The intent would be that it just remains undisturbed passive natural open space.

COMMISSIONER LOWELL – Okay, thank you

CHAIR VAN NATTA – Any other questions before I start on mine?

COMMISSIONER GIBA – I know you always like to go last. Really just a couple of them.

CHAIR VAN NATTA – That's okay if you cover them; I'll just cross them off my list

COMMISSIONER GIBA – Well that's what I waiting for this time. John didn't we just a little while ago have a discussion on the R30 on the Alessandro Corridor and I thought that was the same corner. Maybe I'm wrong, because I couldn't dig my old notes on that. That was the same corner that we did a land swap on that R30 for Corridor. Was that it or was it a different piece of property?

PLANNING OFFICIAL TERELL – It was actually the property immediately to the east

COMMISSIONER GIBA – To the east of it; okay so it's that little square spot.

PLANNING OFFICIAL TERELL – Correct

COMMISSIONER GIBA – So my question then is we were supposed to have some get together yesterday on the R30 Corridor. If you are going to approve this one for R30 and it was originally R30, but it was along that Alessandro Corridor, how is it going to affect that plan that we talked about previously?

PLANNING OFFICIAL TERELL – It won't affect it. In essence we had to meet a minimum number for the State for our next Housing Element round, so this is I guess in addition to that. Really what it does is it provides us the flexibility should we want or somebody wants to remove some of the other R30, so it gives us more flexibility to make changes elsewhere in town.

COMMISSIONER GIBA – That was the direction I was going with that. Now if you approve this one and it is on the same corridor, later on we could say we could change something at another one. These are the things that happen and this is more academic questions from those who are in the audience. If you don't follow all these things that are going on, you would think something was happening that really wasn't happening because these are the kinds of things that happen early on in the projects that go on and then later down the road, if we

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come out and say we are going to change that, then you are going to say well you know I thought we had this R30 corridor here. Why are you changing that now? Well this is why. We can do that, so for anybody that doesn't really understand how that works because I'm still learning too.

PLANNING OFFICIAL TERELL – Yes, I think the idea is when we put zoning in place we make our best effort to make sure it is in the most appropriate locations. This site as well as the ones to the east, they are adjacent to a major employment center, which is the two Hospitals and it is also next to a major arterial, both Alessandro and Lasselle south of this and it is also near existing or planned commercial. There is an approved shopping center across from this site, so those are the criteria we look for but we don't own the land, so people come up with the appropriate locations and if they meet those same criteria, we have the flexibility to move or change that zoning and that frees up other land that may not be as desirable in the market place.

COMMISSIONER GIBA – Right, thank you. Another one really quick…on page 96, Land Use Changes; this goes back to the open land that comments the slopes and undisturbed hillsides and rock outcroppings would be assigned the open space zone which will prevent future development and that's what picked me up… prevent future development of the hilltop and protect the existing natural slopes and rock outcroppings. Can that be changed later? I mean you are saying you are protecting that from any more and I thought heard something that maybe that could be…

PLANNING OFFICIAL TERELL – Well I guess the reality is nothing is truly permanent, but the zoning would have to be changed and it would have to be changed for good reason. I would be difficult to develop this site once this project is built if you approve it and the other thing is there will be the environmental constraint sheet which is a recorded document and to remove that, it would be a formal public action in order to do that, so all those changes would have to be noticed. They would have to be made available to the public. They would have to be made in the public, so it reduces the likelihood.

COMMISSIONER GIBA – Right and am I doing too much?

CHAIR VAN NATTA – No you just said one more question so… one more…

COMMISSIONER GIBA – No, I have more… I've got a couple here… it's all right. They do this to me a lot. And this is again more academic since those questions were brought up and it was appropriate that the individuals stuck around because their answers are pretty well… I think that's Tracy right? Okay, so in this document that we are going through there is an entire section from page 157 to way up here, which are the environmental factors report that we do get and we have go through and they have to check them off and all their declarations, so as we go through them, oftentimes we'll find things that we want

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to speak to and ask about and in particular on page 162, you did have less than significant mitigation incorporated and that is exactly what you were asking about.

In these documents they have a situation here where this is undisturbed land and it has to be checked first for any historic history Native American etc., so the mitigation circumstances struck in here from what I understand are quite a few that they cannot disturb this. They have to have somebody on site while they are doing the grading and stuff to make sure that if there is anything that comes up, you stop the project right away; you call in the right people to go over those things and so I went through those and it looks like they are covered pretty darn good for the mitigation. As a matter of fact, if I was the builder, I would go huh, okay, and then on page 164, once again directly or indirectly destroy a unique paleontological resource site or unique geologic feature less than significant with mitigation incorporated; again the same thing I'm understanding the proposed Zone Change and General Plan and this is what caught my eye; that's what our General Plan and Zone Change is for in this specific document, because I was trying to figure out why the zone change in here and it says the proposed Zone Change and General Plan Amendment will place the slopes and rocky hilltops within the Open Space designation and that is what those two things area. Am I correct on that?

PLANNING OFFICIAL TERELL – Yes

COMMISSIONER GIBA – I had to find that; why we were actually doing that and I found that in that component there, so thank you very much and then I think that was it. You didn't have anything that was potentially significant. You mitigated mainly for that. The other mitigation was for the hillside slope for landslide and so had to put in all that berm and concrete and stuff. Am I correct on that?

PLANNING OFFICIAL TERELL – Yes

COMMISSIONER GIBA – Okay, you know it's a point of clarity because those questions were brought up and I wanted to make sure that they understood that this is exactly what takes place at this meeting right here, so if you have concerns, this is when you bring this up and are these documents accessible to anybody to go over if they wanted to?

ASSOCIATE PLANNER BRADSHAW - They're all public record

COMMISSIONER GIBA – All public record, so they would be able to actually access these same documents that we have in front of us and go through all these mitigation measures. Now this is like a mini EIR for all intents and purposes you might say; not really a real one, but for mitigation purposes.

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PLANNING OFFICIAL TERELL – It is actually… we actually do call it a focused environment impact report because it focuses on the areas that were identified as potentially having issues. The two you mentioned would have been the primary ones. We also looked at the traffic as well.

COMMISSIONER GIBA – That is my favorite topic as well. That's all the questions that I had but mainly they were meant for academic purposes.

CHAIR VAN NATTA – Okay, what I didn't see in here is accessibility on these units because you've got three stories that I'm going to figure that probably only the first level is going to be accessible for handicap accessibility. What percentage or are all the first level apartments accessible?

PLANNING OFFICIAL TERELL – I don't know the actual percentage that is required pursuant to the building code and they will have to meet that minimum. Typically that relates to most if not all of the first floor units though.

CHAIR VAN NATTA – Okay thank you. The other think I know that was brought up about the barrier to keep the hillside from cascading down into the units, but I think what we have there also is somewhat of an attractive nuisance to children living in there. Is there also some sort of a fence or a barrier or anything that prevents the occupants from climbing up there amongst the rocks?

ASSOCIATE PLANNER BRADSHAW – There is both a condition and mitigation measure for some perimeter fencing that would control to the extent possible movement between the apartment site and the hillsides. So yes, that condition is in place.

CHAIR VAN NATTA – Okay and the other thing I didn't… I saw it in the drawings and didn't find it in the pages, although I might have missed a page or two. I know some people read every word. I kind of skim them sometimes. It looks as though the parking areas are gated; that entry donut but the parking areas are gated to limit access to non-residents.

ASSOCIATE PLANNER BRADSHAW – Yes, there are gates at the driveway off of Lasselle and then there are gates off of the circle off of Alessandro. As you enter each one of those individual driveways there are gates there as well.

CHAIR VAN NATTA – Okay, alright. I think that was the last of my questions and if we have no other questions for Staff, then… Oh you have one; then okay

COMMISSIONER LOWELL – I know the site was previously a borrow site for some of the Nason and some of properties along Nason. Where there any environmental concerns while they were grading and removing dirt from there. Where they any paleontological or Native American or any artifacts there?

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PLANNING OFFICIAL TERELL – None were found but yes, there was archeological study done in conjunction with the borrow site.

COMMISSIONER LOWELL – And nothing significant came up?

PLANNING OFFICIAL TERELL – Correct

COMMISSIONER LOWELL – Thank you

ASSOCIATE PLANNER BRADSHAW – Since we are on that topic, the results of both studies actually indicated that there were no known or mapped resources within the boundary of the project site. The Applicant agreed and worked with Staff to actually take on some mitigation measures that were really beyond what either of the studies recommended. The experts went out and looked. They didn't find anything and they didn't recommend mitigation, but the Applicant agreed to work with the City to take on some extra mitigation measures in the instance that they might find something out there.

CHAIR VAN NATTA – Okay seeing no more questions of Staff, I'm going to open this to the Public Comment and we'll start with the Applicant.

APPLICANT JERNIGAN – Good evening Madam Chair and Vice Chair and members of the Commission. My name is Jim Jernigan. I represent Rancho Belago Developers and I'm very excited about this project. I wouldn't call it a lifelong dream, but I've been building affordable housing for nearly 20 years now and I've actually built in Moreno Valley since 1996 and I've got probably about 450 units here in town that I was involved in building.

We are just finishing up one over on Hemlock right now and I'm very proud of that and this is actually my first endeavor from scratch to stand in front of this Commission and ask for your approval and Commissioner Sims you mentioned affordable and that is a whole other world and we build them to look just like market rate and when you drive by I don't think it should look any different. It should have the same standards and actually we probably have higher standards than market rate because we have to attract capital into the City to help fund this and we do it through syndication and through investors, major banks B of A, Wells Fargo, Union and that caliber of investor and they require a very, very high quality project as you can see and then this is just one view of the project. There are 141 units.

I think it is important to know that we are asking for a 30 unit density change from 15 and if you take that 10 acre site and you take 15 units, that is 150 units right there and we are only building 141, so we're actually doing this zone change so that we can preserve the top of that mountain. I'm a 40 year plus resident of Moreno Valley. I'm not an out-of-towner coming in just trying to build something in our City. I want to be proud of that. I want this Commission to be proud. I

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want the Staff to be proud. I want our electants to be proud. I want the residents of the City to be proud of that and so far I'm very proud and I think working together with Staff and working together with residents and educating them on what affordable housing really is, I think we'll bring this to fruition and make this just a corner stone. I think that's a beautiful site. When you drive up Alessandro, we used to call it Snake Mountain. It is Brown's Mountain I believe what it is called, but what a view that is going to be. That is just going to be a corner stone. It is going to be a gateway into that part of our town and I'm here with my staff; my team; my development team. I've got the Architect and Engineer here. They are willing to answer any questions whether it be about affordable housing on this project in particular.

I want to thank Staff and truly we're standing here in front of you today because of their extraordinary efforts and I've heard for a long time that Moreno Valley is really business pro and this is really the pinnacle of that. I've been able to live that and I want to thank John and Jeff and the rest of the Staff that put in the time and effort to get me standing in front of you today, because for affordable housing, we have very limited opportunity for the financing and this project in order to avail ourselves of this year's funding route, we had to be on today's Agenda, so I would hope that you could take a look at this and consider it and I hope you come out with a favorable outcome and like I said, I'll sit down and let you guys come with any questions. Thank you.

CHAIR VAN NATTA – Don't leave, we're going to ask you questions. You better stay up there.

VICE CHAIR CROTHERS – We've got questions. You didn't cover it all. I've just got one question. The fence or gate or whatever it is going to be that is going to separate your project from that hill; it is not going to be a cinder block wall; something that is going to block that…

APPLICANT JERNIGAN – I think Condition P21 I believe makes me do a six foot fence

VICE CHAIR CROTHERS – And is it going to be a view through fence?

APPLICANT JERNIGAN– Yes

VICE CHAIR CROTHERS – Okay, I mean if we are going to preserve that area, and it is beautiful as it is, I mean I've lived here my whole life also and I know that area very well and I can only imagine you know putting up some big ugly concrete block wall to keep people out of there and I just think that would ruin the whole point of keeping it as open space, so I wanted to make sure that it was going to be open and something that you can see through and enjoy the view. Thank you.

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APPLICANT JERNIGAN – I agree

CHAIR VAN NATTA – I remember that area when the rocks all had graffiti on them and I'm glad to see that they don't anymore, but if I had not heard you mention that those units on Hemlock were affordable housing, there is no way you could have told that from the street and if that is the quality of building that you are putting in there, it definitely stands the test of serviceable, but attractive. Okay, any other questions of the Applicant?

COMMISSIONER GIBA – May I?

CHAIR VAN NATTA – How many?

COMMISSIONER GIBA – Just one this time.

CHAIR VAN NATTA – Okay, go ahead

COMMISSIONER GIBA – But multiple kinda.... Again academic for me even... Your mitigation measure on the landslides and I'm going through them and I'm really not that versed in what they've done to the hill here with the MMLD1 and LD2 and LD3 and the LD4 mitigation measures. Could you explain them to me?

APPLICANT JERNIGAN – No...

COMMISSIONER GIBA – Do we have somebody here who can?

CHAIR VAN NATTA – Short answers... you're getting yeses and you're getting no's...

COMMISSIONER GIBA – I like it; it's easy...

SPEAKER SLAWSON – I'm Dave Slawson, Winchester Associates and our Engineer is here also, so I may end up asking him to come up, but there was a rock slide stability report and analysis performed and the recommendation was if during construction they find there are some rocks that may be in danger of falling, that they be brought down. There are other ways if they are smaller, there are other ways for them to put wrought iron posts in and they would wire them down, but that would be something that would be done during the time of construction. A determination would be made based on the recommendation of the Geotechnical Engineer and the City Engineering Office.

COMMISSIONER GIBA – Because you do have that Unit 7 and 8 on that backside and you are concerned about the landslide because that was a less than significant with mitigation and I so I went through the whole list and looked at them, but erosion control such as plants or jute netting shall will be installed on cut slopes.

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SPEAKER – Right, that is for the slope stability

COMMISSIONER GIBA – Okay, so you are actually going to be planting some erosion control plants there because somebody asked if you are going to be doing any kind of planting or anything.

SPEAKER – Based on the slope stability analysis and the preliminary water quality management plan that we prepared that sort of addresses how the water is going to be treated and then again it all kind of wrapped together, but it is going to likely be just landscaping and may be some trees, but the difficult part is the reason you need some flexibility is you may find that if you hydro-seed and there are ways you can put in some topsoil and then net that down and then hydro-seed. If it doesn't take, you have to have the option of doing some other things and that is why there are some alternatives given, but in the end it has to meet the City's requirement; the City's comfort level; the City's Engineering Department that it will not be unstable.

COMMISSIONER GIBA – And that was what I was going to say and Jeff is going to come out and inspect to make sure everything is okay.

PLANNING OFFICIAL TERELL – That would be Clement that's going to do that

COMMISSIONER GIBA – Whoever is going to do it…?

SPEAKER SLAWSON – And it is something we are extra sensitive about because for a large portion of it, it is a one to one slope which is steeper than most fabricated or cut slopes.

COMMISSIONER GIBA – Yes I don't know much, but I can see that one the plans and then you have that gulley you are going to put in there too as kind of a catch basin down at the bottom

SPEAKER SLAWSON– Right, right

COMMISSIONER GIBA – Because those kinds of boulders, they do sometimes come free, some I'm glad to see that you've done something like that.

SPEAKER SLAWSON – Yes, we did a lot of homework on it; yes

COMMISSIONER GIBA – Thank you very much. I know it was a longer question than Meli wanted

APPLICANT JERNIGAN – We're also going to incorporate boulders. If you've driven by the site, there are stock piles of boulders there right now. We are going to incorporate those into the landscaping throughout the site, just to maintain the aesthetics of the hill.

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CHAIR VAN NATTA – Oh cool; that sounds great. Any other questions?

COMMISSIONER RAMIREZ – It's a beautiful project. What is the time frame for completion do you anticipate?

APPLICANT JERNIGAN – We are putting in for financing in July. It is usually an eight month process. If you get awarded the tax credits before you start construction… so far successful. In the July round we would start in March.

COMMISSIONER RAMIREZ – Thank you

CHAIR VAN NATTA – Okay at this time I'm going to excuse Commissioner Lowell. He has a plane to catch and I don't want him to have to rush to get there, so thank you for coming in for the time you able to spend with us and we're going to open this us up for the people for whom we have Speaker Slips and the first one is Tom Gerald.

SPEAKER GERALD – Thank you Chair Van Natta and members of the Commission, members of Staff and the public. You know I can tell you from personal experience I manage a little and I don't know if it manages me; a small neighborhood commercial center and Commissioner Crothers is well aware of it and I like to say we are low rent, high crime district at the other end of town there, but a long story short, there is going to be very little immediate demand for commercial real estate for quite a while foreseeable and even though I spoke earlier and I still contend I'd love to see more executive level higher end housing, there is that balance that we have to achieve. It is regulated and this is a good location. It is a logical place. The overall density is not particularly high.

I am very familiar with this property from having lived in the area but I built homes to the north of it back in the 80's and then I was a Project Coordinator for about 200 homes to the west of it a little bit, so I know the area very well. In fact I was dealing with some of the archeological issues back when we were getting our approvals, so I know that area and I can say a focused EIR is no cake walk. That's a tough little bit. It is kind of understated.

It's tough from a developers standpoint, you should see the checklist…you know so it's a tough hurdle to get over and also I met Mr. Jernigan ten years ago when I was on the Project Area Committee for the Redevelopment Agency when we had redevelopment. He was an employee of another company and both he and I carried out some of the Public Hearings. I believe they brought two phases forward of this type of product and he and his company are always extremely accessible; very forthright; in fact I thought they gave us more information than we even requested. I mean there was no rock left unturned so to speak and he disclosed financials and so on and so forth.

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In fact I might encourage before the Applicant finishes tonight that he does give you a little more information so the public understands a little bit about these tax credit financing mechanism and who some of the buyers are for these bonds. I believe there is an ongoing inspection program, so pride of ownership is very much in vogue.

And in closing, I want to echo Mr. Jernigan's comments. I have no business with him. I only know him through community meetings like this and coming to Commissions and City Council meetings, but I did see his project along Hemlock and my background is as I said in building, development and construction. It is a class act; very well done and he should be proud of it. I'm sure this will be equally as good, but if not better. In fact, before the meeting I told him I had seen his project and he said wait till you see this one, so you can see his enthusiasm and being a home town fellow, you know he is a 'what you see is what you get' type person and so I endorse the project. Thank you.

CHAIR VAN NATTA – Okay, thank you and I have another Speaker Slip here from Tracy Hodge.

SPEAKER HODGE – I'll pass

CHAIR VAN NATTA – Okay thank you and seeing nobody else coming forward, I'm going to close the Public Hearing section of this and we will go into Commissioner Discussion, so let's start down there with Commissioner Ramirez. What would you like to say about the project?

COMMISSIONER RAMIREZ – Well I think it is beautiful project. It makes sense; definitely better than the gas station they were thinking about putting there. With the direction our community is going, I think that is ideal type of housing; beautiful architectural design and I love the landscaping and I suggest that we vote for it. Thank you.

COMMISSIONER GIBA – I really enjoy it when you guys give us the nice packet to go through; so very comprehensive and then in conjunction with what we have we are able to really go through it. I love the way the view is on the outside. When you drive by it, it just looks like you know there is no parking. It was thought through really well. I really appreciated that. When I noticed that you guys removed that extra parking and that… I don't think you mentioned it but that is a tot lot you put there; not just an open spot; a tot lot, so for the kids and stuff, so I thought that was really good. You made really good use of that.

First I questioned the covering but you are right in there where you belong. I thought it was nice. I like the way it is internally. It is almost like a little internal community there and the rock feature in the back. I have lived here for 32 years and I drive by that and I keep saying what on God's good earth can they do with that. You've done it and I think it's a good location, especially with the R30

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corridor, which I brought earlier. So I probably could have a hundred things to say, but Meli will stop me, so thank you for building this and I can't wait to see it get finished and be taken advantage of in our community.

CHAIR VAN NATTA – Okay, Commissioner Crothers

VICE CHAIR CROTHERS – I just want to say thank you for bringing another fantastic project to our City. Being homegrown here, we have a lot of stakes here in the City. Sometimes it is a easy decision on what we are going to put where and you know a project like this comes up and we know that is what should be there and it fits with the landscape. If fits with our City. The architecture is beautiful. It doesn't look like barracks or military housing, which unfortunately the people who protect our country get the worse kind of housing ever, but you know I think this really fits our City and it fits that area and I think it will be a great addition.

COMMISSIONER BAKER – I really like this project and I want to commend Jim and Dave for putting this together and their whole team. I think like Jim said it is really going to be a gateway for that Alessandro Corridor; the thing that we are trying to do in that direction. This will be kind of the focal point as you go toward the east there, so I really like it and we're going to go for it and I appreciate you bringing it to town. Okay, thank you.

COMMISSIONER SIMS – Thank you for the explanations. Well done there and nice work for a tough piece of property, so great improvement than a pile of rocks and I look forward to… I drive by there all the time, so I was wondering what was going to happen and I glad to see that this is going in. It's a nice project.

CHAIR VAN NATTA – I can't add much more to what the other Commissioners have already said except I do want to make kind of a general comment about housing. Housing is my business and has been for 35 years and a project like this has a definite place in the balance of housing in the community. It is always nice to think oh well if we built big, fancy, nice houses then we would get more executive type people, but when it comes right down to it, developers research; they see what housing is going to be in demand and they will build for that housing. If we get people who want to come out here and have one acre estates and there is enough of a demand for that, believe me a developer will come along and build it.

We have land that is set aside for that and especially on the north sides going towards the hillsides and someday I hope we see big, beautiful estates up in that area of town, which is an excellent place for it, but in looking at this project I was very glad to see the scope of the size of the units, with the three bedroom ones being as much as 1300 square feet. Well that is larger than some of the houses in town, so it's not cramming them into small little apartments where they wouldn't have any quality of life and low income housing is not something that

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you look at necessarily as being for one group of people or just people who are on assistance or anything like that. In many ways it is transitional housing. It's the young couple who wants a nice place to live until they have built their income and can afford to purchase a house or to lease a house and if you don't provide quality affordable housing, then the people who live in this town who have the lower income jobs end up being crammed into two or three families in a house which is bad for the neighborhood or they live in substandard housing that isn't up to code and so forth, so I think it is very important that this type of housing be made available and I was very glad to see the beauty of this project; the location and everything of it is great and I'm going to vote for it. Are there any other comments; then okay. I would like somebody to make a motion.

COMMISSIONER SIMS – I could do that

CHAIR VAN NATTA – Okay please do that Commissioner Sims

COMMISSIONER SIMS – I do recommend that Planning Commission **APPROVE** Resolution No. 2013-17 and thereby **RECOMMEND** that the City Council:

1. **ADOPT** a Mitigated Negative Declaration for PA13-0008 General Plan Amendment, PA13-0007 Change of Zone, P13-029 Variance and PA13-0006 Plot Plan, pursuant to the California Environmental Quality Act Guidelines (CEQA).

2. **APPROVE** PA13-0008 General Plan Amendment, PA13-0007 Change of Zone, P13-029 Variance and PA13-0006 Plot Plan, based on the findings contained in this resolution and as shown on the attachments included as Exhibits A and B, and subject to the attached conditions of approval, included as Exhibit C.

CHAIR VAN NATTA – And can we have a roll call vote?

COMMISSIONER GIBA – I'll second that

PLANNING OFFICIAL TERELL – We need a second

CHAIR VAN NATTA – Oh I'm sorry

COMMISSIONER BAKER – I'll second

CHAIR VAN NATTA – We have three seconds. Okay, a roll call vote…

COMMISSIONER RAMIREZ – Aye

COMMISSIONER GIBA - Aye

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VICE CHAIR CROTHERS – Aye

CHAIR VAN NATTA – Aye

COMMISSIONER BAKER – Aye

COMMISSIONER SIMS – Aye

Opposed – 0

Motion carries 6 – 0 - 1, with one absent (Commissioner Lowell)

CHAIR VAN NATTA – All ayes and one absent and the motion passes. And I would like to thank all the members who showed up to our Planning Commission Meeting. It is so seldom that we see so many visitors here, so thank you very much for attending. We appreciate it.

MV00204561

PLANNING COMMISSION STAFF REPORT

Case:	PA13-0006 – Plot Plan PA13-0007 – Zone Change PA13-0008 – General Plan Amendment P13-029 – Variance
Date:	May 23, 2013
Applicant:	Rancho Belago Developers, Inc.
Representative:	Winchester Associates, Inc.
Location:	Southeast corner of Alessandro Blvd. and Lasselle St.
Proposal:	Plot Plan application for a 141 unit affordable apartment project on approximately 10 acres. Development of this project will require a Zone Change and General Plan Amendment from Neighborhood Commercial and R15 to R30 and Open Space. The project also proposes a variance to reduce the covered parking requirement from 2 spaces to 1 space per unit for the 3-bedroom units.
Recommendation:	Approval

SUMMARY

Boulder Ridge Family Apartments proposes a General Plan Amendment and Zone Change to develop a 141 unit affordable apartment project on approximately 10 acres. The project also proposes a Variance to reduce the covered parking requirement for 3-bedroom units.

PROJECT DESCRIPTION

Project

The Boulder Ridge Family Apartments project proposes to construct a 141 unit affordable apartment project on approximately 10 acres. Development of the project requires approval of a General Plan Amendment and Zone Change from Neighborhood Commercial and R15 to R30 and Open Space. The project also proposes a variance to reduce the covered parking requirement from 2 spaces to 1 space per unit for the 3-bedroom units.

Site

The project site is comprised of approximately 10 acres located within Assessor's Parcel Number 486-280-044 and a ½ acre portion of 486-280-043. The site is located at the southeast corner of Alessandro Boulevard and Lasselle Street.

The site is currently vacant with generally flat topography along the site's Alessandro Boulevard and Lasselle Street frontages. The project site is square in shape with topography that ranges from level to sloping and includes a hillside with substantial rock outcroppings.

The project site has been previously disturbed through permitted stockpiling and borrowing activities and a City street widening project along Lasselle Street.

Land Use Changes

General Plan Amendment application PA13-0008 and Zone Change application PA13-0007 proposes to change the land use designations for the project site from Neighborhood Commercial and R15 to R30 and Open Space.

The R30 designation would apply to the portions of the site proposed for construction of the apartment buildings and related improvements and would extend to the toe of the manufactured slopes.

The slopes and undisturbed hillside and rock outcroppings would be assigned the Open Space zone, which will prevent future development of the hilltop and protect the existing natural slopes and rock outcroppings.

The project site is bounded by Neighborhood or Community Commercial zoned land to the north, northwest and west. Existing tract homes are located further to the northwest, southwest and northeast. Vacant Open Space and R30 land use is located to the east and south which was recently changed in conjunction with the R30 Housing Element conformance project.

Based upon the conclusions of a Focused Traffic Analysis prepared by Kunzman Associates, Inc., in April 2013 for the project, anticipated project traffic resulting from the proposed Plot Plan, Zone Change, and General Plan Amendment is less than traffic projections under the current land use and will not exceed General Plan build out traffic projections for the project site

The proposed land use change and apartment project is compatible with surrounding land uses and will not physically divide an established community. The proposed changes establish a mix of residential land use and open space that results in an appropriate residential density for the area and protection for the slopes and rock outcroppings that is consistent with the General Plan, and its goals, objectives, policies and programs.

Variance – P12-114

A variance is proposed to reduce the covered parking requirement from 2 spaces per unit to 1 space per unit for 3-bedroom apartments. The proposed variance to reduce the covered parking requirement will not result in a deficiency in total required parking for the project.

Municipal Code Section 9.02.100 states that variances are intended to provide for equity in use of property, and to prevent unnecessary hardships that might result from a strict or literal interpretation and enforcement of certain regulations prescribed by this title.

The project site includes a rocky hillside with topography that varies from level to sloping with substantial rock outcroppings. The project design is consistent with General Plan and Municipal Code guidelines regarding protection of slopes, ridgelines and rock outcroppings. The result is a developable portion of the site that is irregular in shape which poses challenges when designing the project to meet required parking lot landscape, required parking and required covered parking requirements.

The proposed reduction in covered parking is consistent with Objective 8.9 of the City's Housing Element which encourages a review of parking standards for multi-family 3 and 4 bedroom units, including covered parking requirements to determine if reductions are appropriate.

Per the requirements of Municipal Code Section 9.02.100, required findings have been prepared in support of the variance. The findings are attached to this report in Planning Commission Resolution #2013-17.

Plot Plan – PA13-0006

Plot Plan PA13-0006 proposes to develop a 141 unit apartment project on approximately 10 acres located at the southeast corner of Alessandro Boulevard and Lasselle Street.

The project will include eight apartment buildings with a unit mix that includes 1, 2 and 3 bedroom apartments ranging from 723 square feet to 1,301 square feet

The site design includes an even distribution of open, covered and visitor parking, trash enclosures, and landscape planters. Other amenities include four laundry facilities, three tot lots, two recreation buildings and a pool.

Surrounding Area

The area surrounding the proposed project includes vacant commercial land at the northwest, northeast and southwest corners of Alessandro Boulevard and Lasselle Street. The vacant property at the northeast corner of Alessandro and Lasselle has an active approval for development of a grocery store. Vacant land immediately to the north is zoned R5 for single-family development and to the south, east and southeast is Open Space and R30 land use recently changed in conjunction with the Housing Element conformance project.

Existing tract homes are located to the southwest in the RS-10 and R5 zones and to the northwest in the R5 zone on the west side of Lasselle Street and to the northeast along Morrison Street between Bay Street and Alessandro Boulevard. The Riverside County Medical Center is located approximately one mile to the southeast at Nason Street and Cactus Avenue.

Overall, the proposed Plot Plan, Zone Change, and General Plan Amendment are compatible with the City's General Plan and adjacent land uses.

Access/Parking

The apartment project is proposed to be gated with right-in, right-out access at the Alessandro Boulevard driveway due to a required raised median along Alessandro Boulevard. The Lasselle Street driveway will be restricted to emergency vehicle and exit only access.

The project includes garage and carport parking for the residents and additional uncovered parking for residents and guests.

Subject to approval of Variance application P13-029 and as designed and conditioned, the project satisfies all parking requirements of the City's Municipal Code.

Design/Landscaping

The proposed project includes a total of eight 3-story apartment buildings of contemporary California Mission style architecture. The buildings will include tuck-under parking garages that are mainly oriented towards the interior of the site which allows the building fronts to face the street.

The design of the development relies on simple massing with details that include recessed windows, articulated roof overhangs, and arch details at the stair enclosures and private patios. Variation among the buildings is created with multiple color schemes and an assortment of details, including decorative stone elements, metal awnings, decorative wrought iron elements, exposed rafter tails, and trellis structures.

The recreation buildings are is consistent with project architecture in colors, materials and level of detail.

This project has been reviewed and the design of the proposed plot plan conforms to all development standards of the R30 zone and the design guidelines for multiple family uses as required within the City's Municipal Code.

Decorative wrought iron or tubular steel fences and gates with stucco and/or stone treated pilasters are required for any perimeter fences/walls. Decorative block is required for all retaining walls. The walls and fences for this project are conditioned to be consistent with the City's Municipal Code standards for placement, height and materials.

REVIEW PROCESS

In the review of this project, consideration was given to the potential impact to surrounding land uses by the proposed project.

Upon review by the Project Review Staff Committee (PRSC) in March 2013, modifications were required to the plot plan exhibits and preliminary grading plan. Comments from staff included the preparation of studies by a qualified consultant(s) to address potential impacts to cultural resources, a general biological assessment, an assessment for burrowing owl, a focused traffic analysis, a slope stability analysis and a preliminary water quality management plan.

Revised plans and studies were submitted in April and May 2013. Upon review of the studies and the revised exhibits, a determination was made to schedule the project for a Planning Commission public hearing.

ENVIRONMENTAL

Biological Resources

A Biological Reconnaissance Survey and Habitat Assessment for Burrowing Owl was prepared in April 2013 by Tetra Tech. Based on the results of the field survey of the site, there is no likelihood of sensitive resources being found on the site. No sensitive plant or animal species were observed on the site. No suitable habitat for occupation by burrowing owls was observed and no signs of burrowing owl or owls were observed on the site.

The consultant does not recommend additional surveys for burrowing owl. However, the project has been conditioned to conduct a pre-construction survey for burrowing owl, 30 days in advance of grading or site disturbance.

No suitable habitat or Multiple Species Habitat Conservation Plan (MSHCP) designated survey areas for riparian and wetland-associated plant and animal species are present on the project site. No vernal pools or vernal pool species are present on the project site.

Cultural Resources

Archaeological surveys were prepared for the project site in 2007 and again in 2013. The archaeological surveys did not identify cultural resources within the boundaries of the proposed development nor recommend monitoring or other mitigation.

However, in order to avoid impacts to potential cultural resources within the project site boundaries, conditions of approval and mitigation measures have been included for the project to ensure the participation of a monitor(s) including a qualified archaeologist and tribal representatives during all grading and site disturbance activities.

If recorded archaeological sites are found to be within the limits of the project site within undisturbed slopes or rock outcroppings, a long-term preservation plan for the protection of these cultural resources will be prepared and executed between the appropriate Native American Tribe and the Project Applicant.

Slopes

This site includes a hillside with steep slopes and rock outcroppings. The project proposes some manufactured slopes which are conditioned to comply with City Public Works standards for storm runoff and slope design. The manufactured slopes will be landscaped and irrigated for erosion control.

Based upon the results of a slope stability analysis, conditions of approval and mitigation measures have been included for the project. As designed and conditioned and with the enforcement of mitigation measures, impacts from landslides are less than significant.

NOTIFICATION

Public notice was sent to all property owners of record within 300' of the project and other interested parties. The public hearing notice for this project was also posted on the project site and published in the local newspaper.

REVIEW AGENCY COMMENTS

Staff received the following responses to the Project Review Staff Committee transmittal; which was sent to all potentially affected reviewing agencies.

Agency	Response Date	Comments
Riverside Transit Agency	March 21, 2013	Bus stop request
Pechanga Band of Mission Indians	April 25, 2013	Request for consultation
Soboba Band of Luiseno Indians	April 24, 2013	Request for consultation

Staff has coordinated with the responsible agencies listed above and where applicable, conditions of approval have been included to address concerns from the responding agencies.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission **APPROVE** Resolution No. 2013-17 and thereby **RECOMMEND** that the City Council:

1. **ADOPT** a Mitigated Negative Declaration for PA13-0008 (General Plan Amendment), PA13-0007 (Change of Zone), P13-029 (Variance) and PA13-0006 (Plot Plan), pursuant to the California Environmental Quality Act (CEQA) Guidelines; and

2. **APPROVE** PA13-0008 (General Plan Amendment), PA13-0007 (Change of Zone), P13-029 (Variance) and PA13-0006 (Plot Plan) based on the findings contained in this resolution, and as shown on the attachments included as Exhibits A and B, and subject to the attached conditions of approval included as Exhibit C.

Prepared by:

Jeff Bradshaw
Associate Planner

Approved by:

John C. Terell, AICP
Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2013-17
3. Negative Declaration
4. Initial Study Checklist
5. Aerial Photograph
6. Architectural Plans
7. Preliminary Grading

Boulder Ridge Family Apartments

Aerial Photograph

Legend

- Highways
- Parcels
- Roads
- Ortho Photography
- Waterbodies
- City Boundaries
- Calimesa
- Moreno Valley
- Perris
- Riverside

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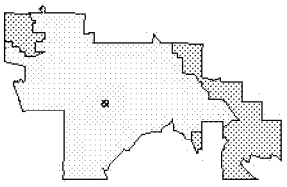

City of Moreno Valley
14177 Frederick St
Moreno Valley, CA 92553

DISCLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.

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MORENO VALLEY
WHERE DREAMS SOAR

BOULDER RIDGE FAMILY APARTMENTS

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A8.0 TYPICAL BUILDING SECTION
A9.0 UNIT PLANS
A10.0 MATERIALS BOARD
C1.0 PRELIMINARY GRADING PLAN
L1.0 PRELIMINARY LANDSCAPE

A PROJECT BY:

RANCHO BELAGO DEVELOPERS. INC.
5051 CANYON CREST DRIVE,
SUITE 200
RIVERSIDE, CA 92507

DESIGN TEAM:

ARCHITECT:
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SANTA MONICA, CA 90401
CONTACT: MANNY GONZALEZ
T:310.394.2623
MGONZALEZ@KTGY.COM
WWW.KTGY.COM

CIVIL ENGINEER:
WINCHESTER ASSOCIATES, INC.
23640 TOWER STREET, SUITE #3
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CONTACT: DAVID SLAWSON
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SLAWSON@WAI-ENG.COM

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MORENO VALLEY, CA

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2012-0340.01
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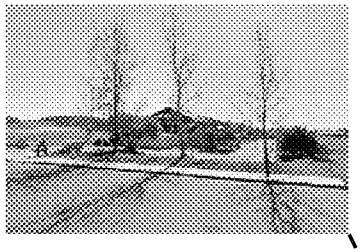

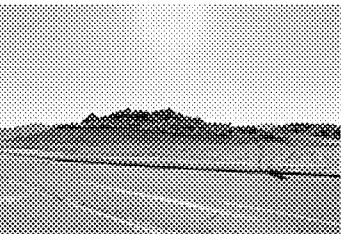

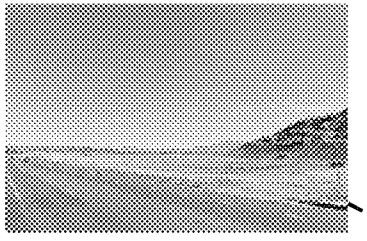

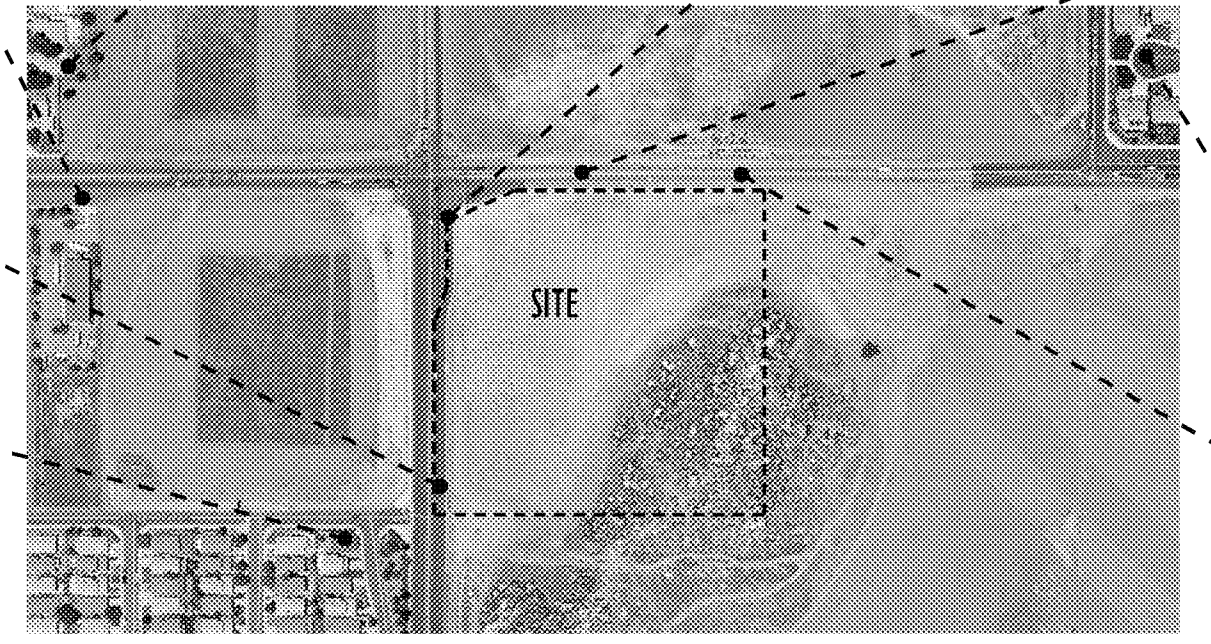

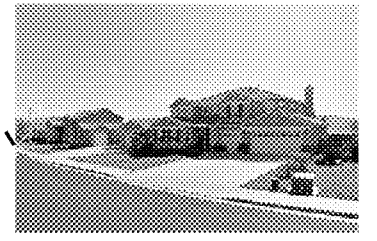

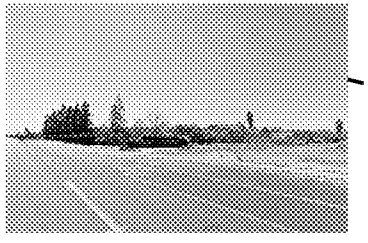

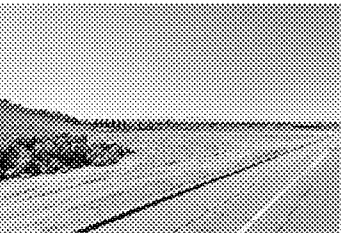

BOULDER RIDGE FAMILY APARTMENTS

PROJECT LOCATION

A2.0

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BOULDER RIDGE FAMILY APARTMENTS

PERSPECTIVE VIEW - ALESSANDRO ENTRY

A3.0

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BOULDER RIDGE FAMILY APARTMENTS

PERSPECTIVE VIEW - LASSELLE ENTRY

A3.1

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BOULDER RIDGE FAMILY APARTMENTS

PERSPECTIVE VIEW - CORNER VIEW

A3.2

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BOULDER RIDGE FAMILY APARTMENTS

PERSPECTIVE VIEW - AERIAL VIEW

A3.3

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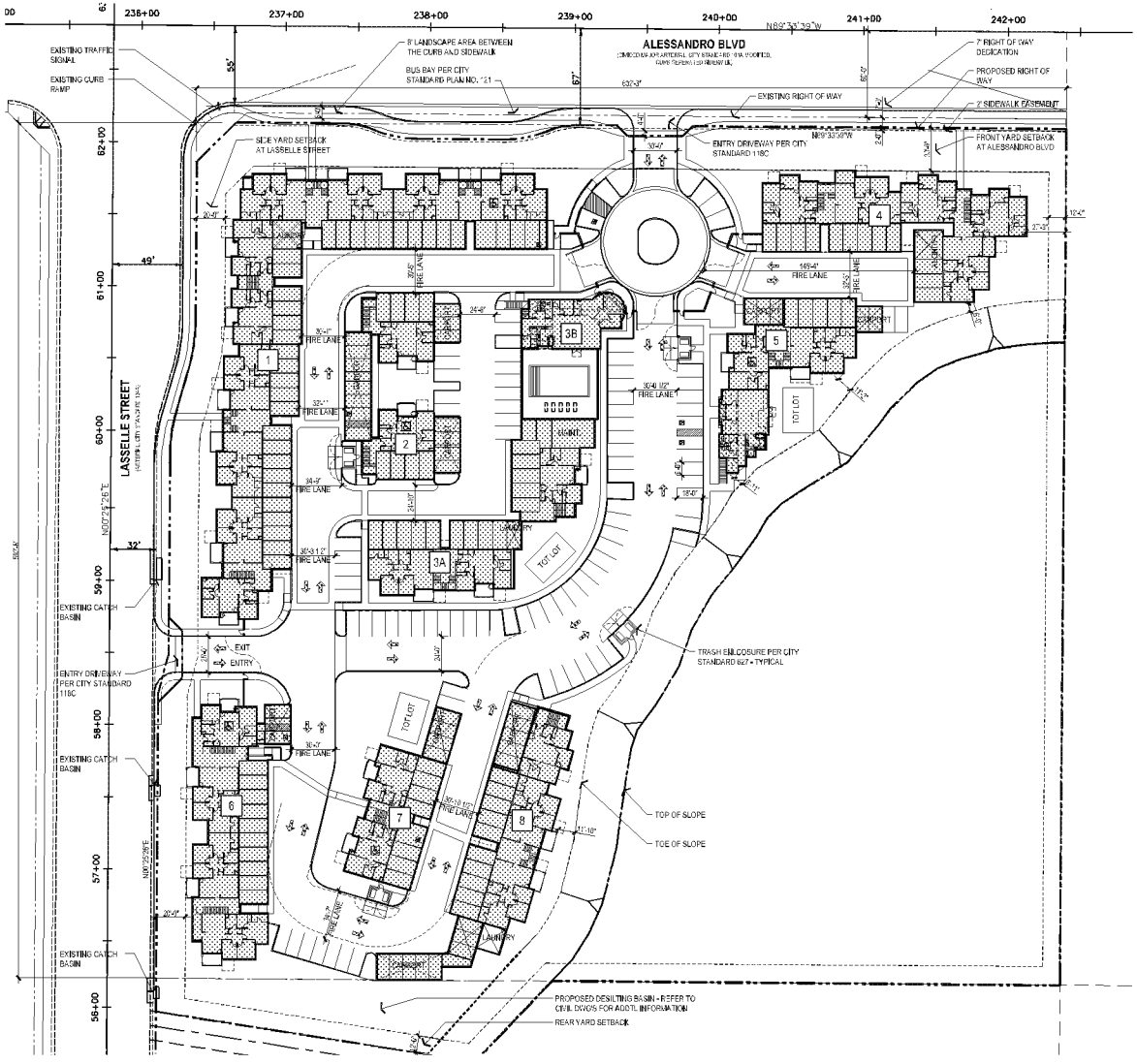

Project Description:

A 141 unit affordable apartment project on an 8.5 acre parcel including eight apartment buildings, two clubhouses with tot lots, and a pool. The unit mix includes 1, 2, and 3 bedroom apartments ranging from 620 square feet to 1,301 square feet. This project will require a zone change and general plan amendment to allow for a higher density multi-family land use.

Legal Description:

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:
LOT 4 IN BLOCK 120, MAP NO. 1 BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 10, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN BERNARDINO COUNTY, CALIFORNIA, TOGETHER THE SOUTH HALF OF ALESSANDRO BOULEVARD AND THE EAST HALF OF LASSELLE STREET, WITHIN SAID BLOCK, LYING WESTERLY OF THE EASTERLY LINE OF SAID LOT, PROLONGED NORTHERLY AND NORTHERLY OF THE SOUTHERLY LINE OF SAID LOT, PROLONGED WESTERLY

Project Data

Project Info:
Address: Southeast corner of Alessandro Blvd. & Lasselle St.
APN: 486-280-044
City Case #: PA13-0006, 0007, 0008

Site Area Information
Gross Site Acreage: 10.20 ACRES
Adjusted Net Acreage: 5.61 ACRES
(excludes the 2.95 acre open space/rock outcropping)

Zoning Information
Current: NC (Neighborhood Comercial) & R-15 (Residential-15)
Proposed: R-30

Unit Mix:
1 Bedroom: 14 (10%)
2 Bedroom: 79 (56%)
3 Bedroom: 48 (34%)

Unit SF Summary:

Unit Plan	Unit Type	SF
Plan 1A	1bd/1ba	680.4 sf
Plan 2A	2bd/1ba	877.1 sf
Plan 2B	2bd/2ba	1,015.5 sf
Plan 3A	3bd/2ba	1,301.3 sf

Recreation SF Summary:

Rec. Area	SF
Rec. Building 1	1,945 sf
Rec. Building 2	1,580 sf
Pool Area	2,504 sf

Statistical Summary: (Based on Adjusted Net Acreage)
Open Space: 20%
Landscaping: 26%
Lot Coverage: 26%
Dwelling Units: 141 UNITS
Density: 25.1 DU / AC

Floor Area (MVMC Chapter 9.15.030): 194,643 SQ. FT.
Allowed Floor Area: 244,371.6 SQ. FT.
FAR: 0.80

Open Space Requirements:
Required Open Space: 42,300 SF
Provided Open Space: 52,214 SF

Parking Requirements: (Based on 100% Affordable Housing)
1B: 14 x 1 = 14
2B: 82 x 1.5 = 118.5
3B: 48 x 2 = 96
Total Stalls Required: 228.5 (4.57 Accessible Stalls)
Total Stalls Provided: 229 (6 Accessible Stalls)
(At least one accessible stall is provided for each type of parking per CBC 1109A.3)

Covered Stall Requirements:
1B: 14 x 1 = 14
2B: 82 x 1 = 79
3B: 48 x 1 = 48
Total Covered Stalls Required: 141
Total Covered Stalls Provided: 141
(108 Garages, 33 Carports)

Building	Const. Type		1ST Floor	2ND Floor	3RD Floor	TOTAL
Building 1	VA	3 STORY	21,322 SQ. FT.	21,322 SQ. FT.	21,322 SQ. FT.	63,966 SQ. FT.
Building 2	VB	3 STORY	3,973 SQ. FT.	3,973 SQ. FT.	3,973 SQ. FT.	11,919 SQ. FT.
Building 3A	VB	3 STORY	7,814 SQ. FT.	6890 SQ. FT.	6,913 SQ. FT.	21,617 SQ. FT.
Building 3B	VB	2 STORY	2012 SQ. FT.	663 SQ. FT.		2,675 SQ. FT.
Building 4	VB	3 STORY	8,879 SQ. FT.	8,879 SQ. FT.	8,879 SQ. FT.	26,637 SQ. FT.
Building 5	VB	3 STORY	5,252 SQ. FT.	4,674 SQ. FT.	3,695 SQ. FT.	13,621 SQ. FT.
Building 6	VB	3 STORY	7,795 SQ. FT.	7,795 SQ. FT.	7,795 SQ. FT.	23,385 SQ. FT.
Building 7	VB	3 STORY	4,016 SQ. FT.	4,016 SQ. FT.	4,016 SQ. FT.	12,048 SQ. FT.
Building 8	VB	3 STORY	6,055 SQ. FT.	6,055 SQ. FT.	6,055 SQ. FT.	18,165 SQ. FT.
TOTAL:						**194,333 SQ.FT.**

Building	1-Bed Units	2-Bed Units	3-Bed Units	TOTAL
Building 1	4	21	21	46 Units
Building 2	4	6	0	10 Units
Building 3A	0	12	3	15 Units
Building 3B	0	1	0	1 Units
Building 4	2	13	6	21 Units
Building 5	0	6	3	9 Units
Building 6	0	7	9	16 Units
Building 7	4	6	0	10 Units
Building 8	0	7	6	13 Units
TOTAL:	**14**	**79**	**48**	**141 Units**

GENERAL NOTES:

1. ALL BUILDINGS SHALL BE EQUIPPED WITH AN APPROVED FIRE SPRINKLER SYSTEM.
2. THE FIRE HYDRANT SYSTEM ON THE PUBLIC ROAD SHALL BE EXTENDED INTO THE AREA. FIRE HYDRANTS SHALL COMPLY WITH CFC 507.5.7 & MVMV 8.36.060 SECTION K.
3. THIS PROJECT IS LOCATED IN THE HIGH FIRE SEVERITY ZONE AND SHALL COMPLY WITH CBC CHAPTER 7A AND CFC CHAPTER 49.
4. FIRE LANES SHALL HAVE AN UNOBSTRUCTED WIDTH OF 30' FOR BUILDINGS MEASURING 35' OR HIGHER TO THE HIGHEST POINT AND 24' FOR ALL OTHERS.
5. ALL FIRE LANES SHALL HAVE A UNOBSTRUCTED VERTICAL CLEARANCE OF NOT LESS THAN 13'-6".
6. ALL ROOF DRAINS ARE TO BE DIRECTED TO LANDSCAPE AREAS.

0 20 40 80

BOULDER RIDGE FAMILY APARTMENTS

SITE PLAN

A4.0

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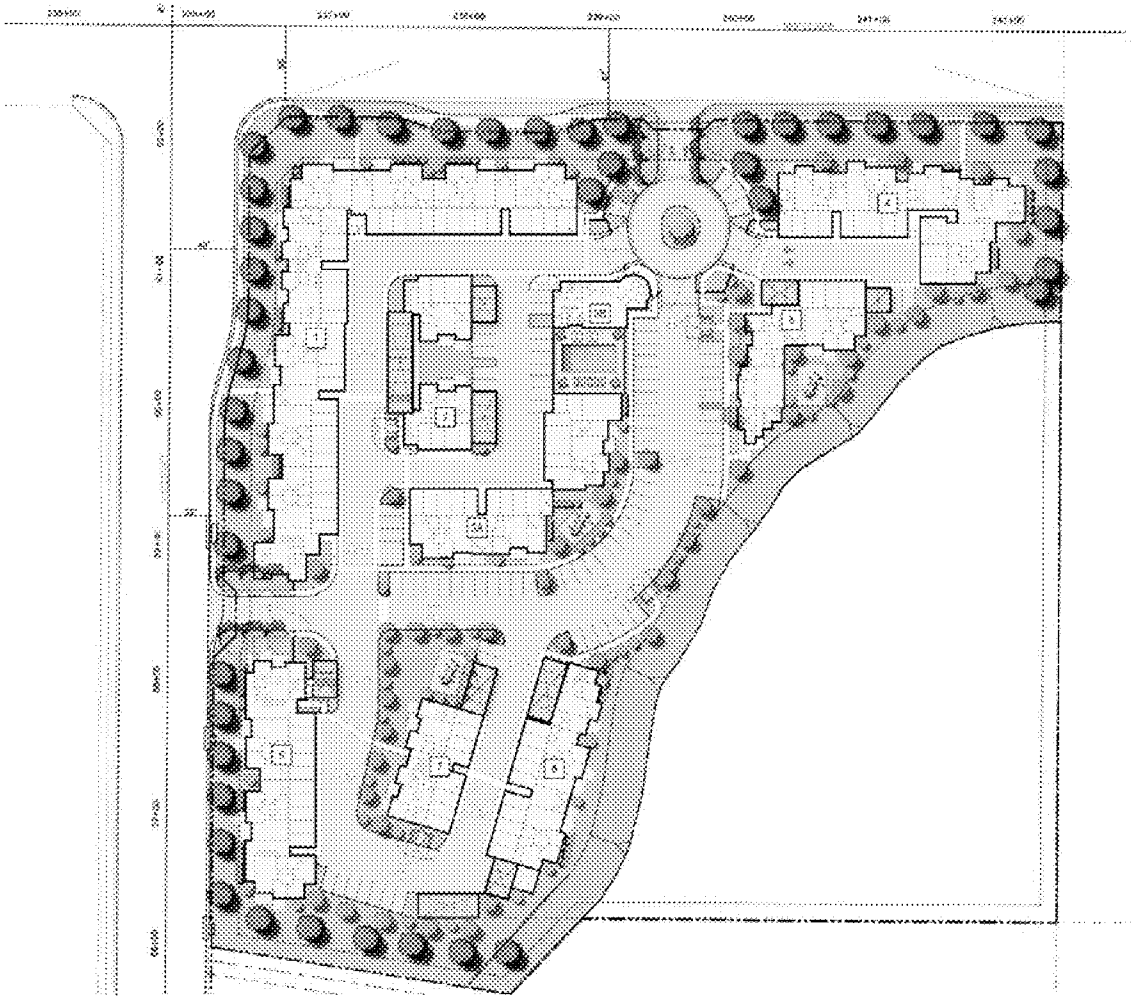

BOULDER RIDGE FAMILY APARTMENTS

SITE PLAN

A4.1

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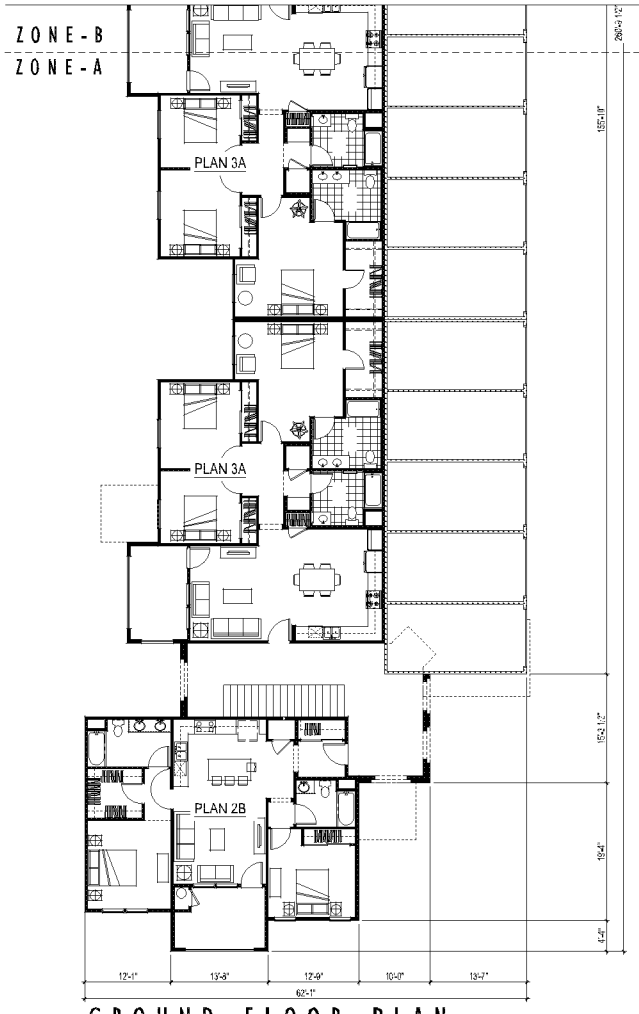

GROUND FLOOR PLAN

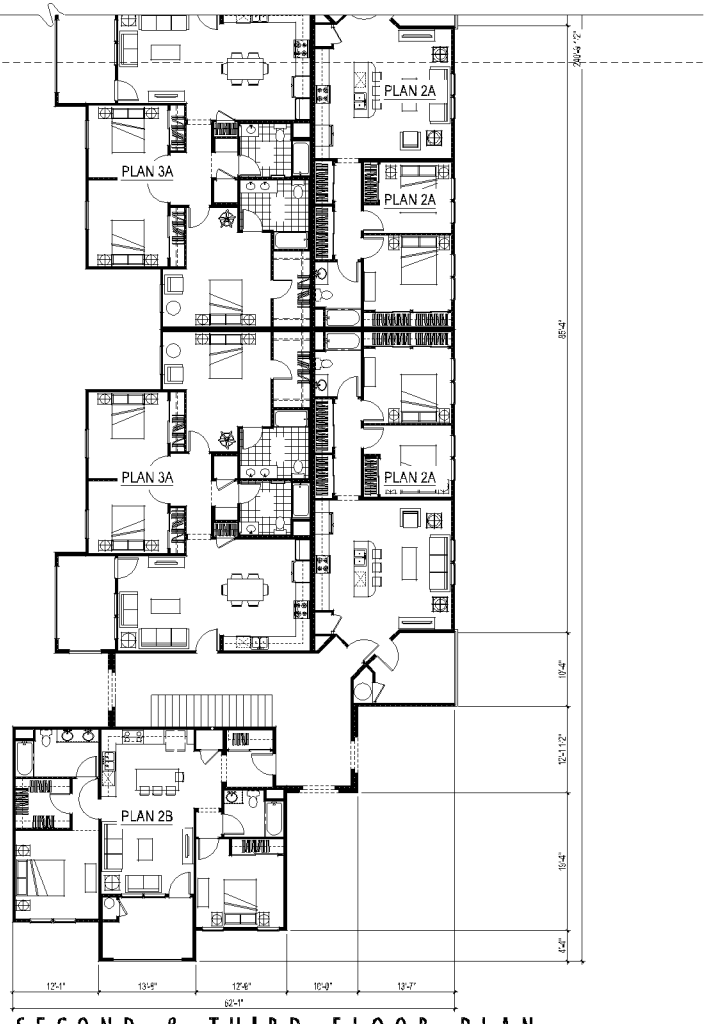

SECOND & THIRD FLOOR PLAN

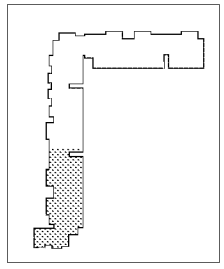

ZONE KEY

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-I PARTIAL FLOOR PLANS, ZONE-A

A5.0

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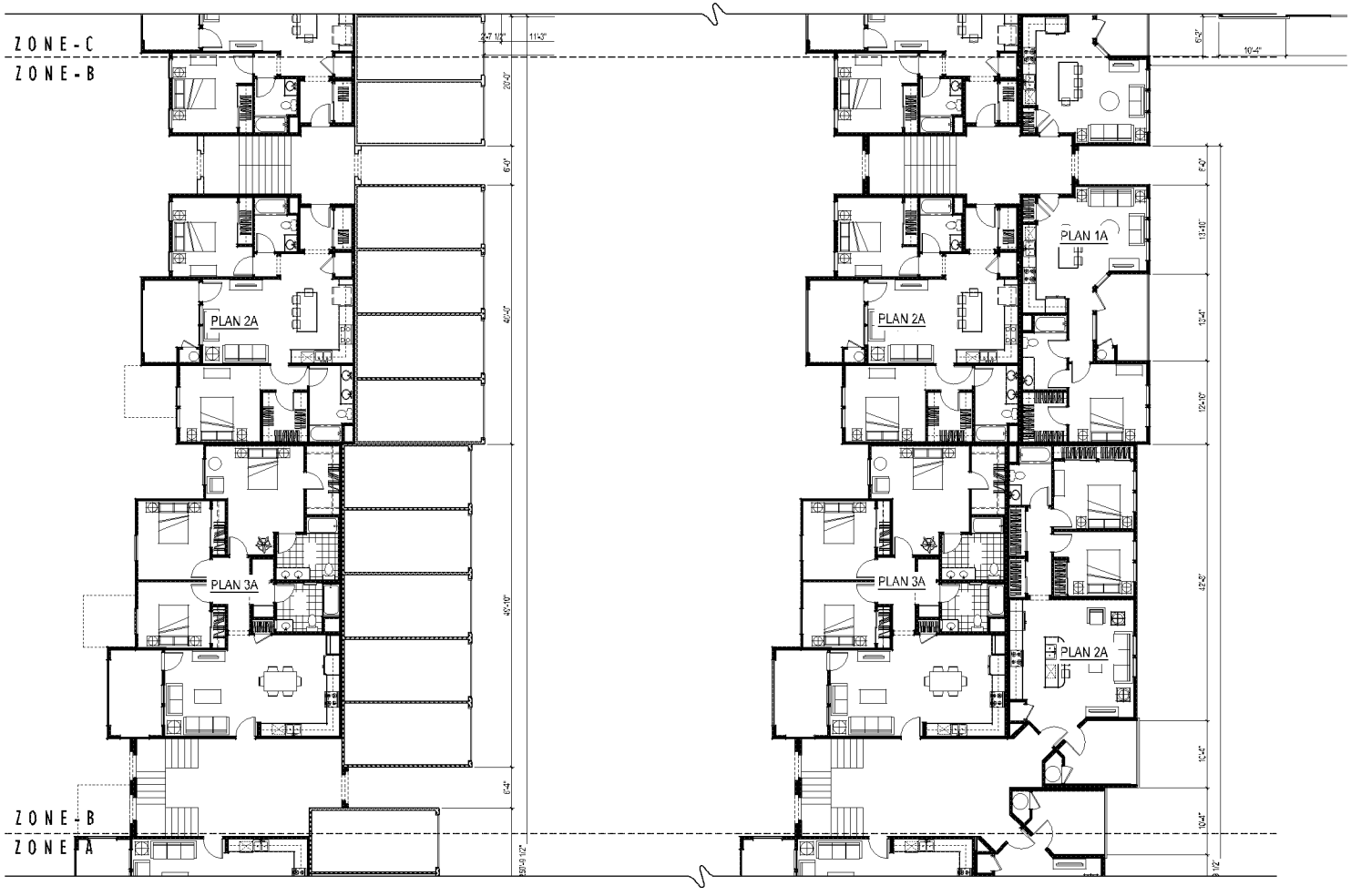

GROUND FLOOR PLAN

SECOND & THIRD FLOOR PLAN

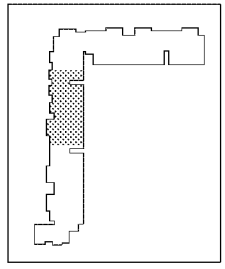

ZONE KEY

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BOULDER RIDGE FAMILY APARTMENTS

BUILDING-1 PARTIAL FLOOR PLANS, ZONE-B

A5.1

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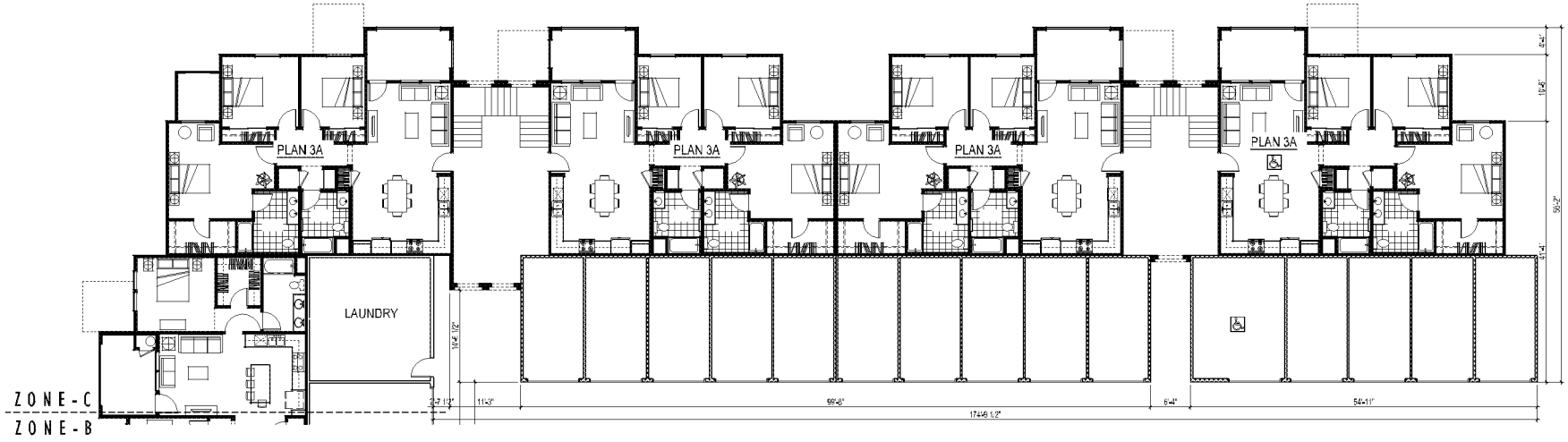

GROUND FLOOR PLAN

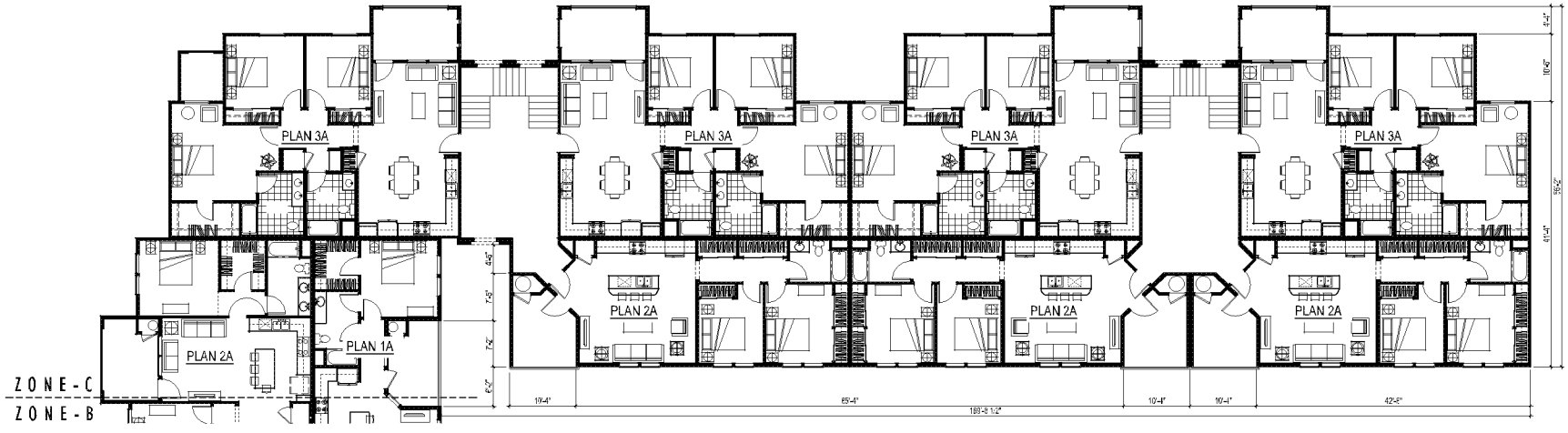

SECOND & THIRD FLOOR PLAN

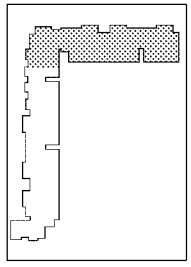

ZONE KEY

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-I PARTIAL FLOOR PLANS, ZONE-C

A5.2

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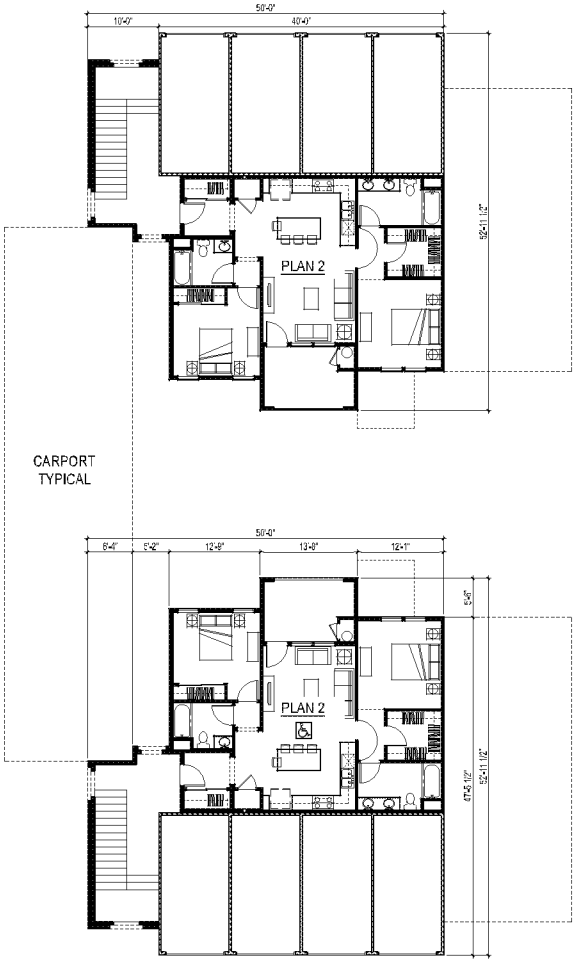

GROUND FLOOR PLAN

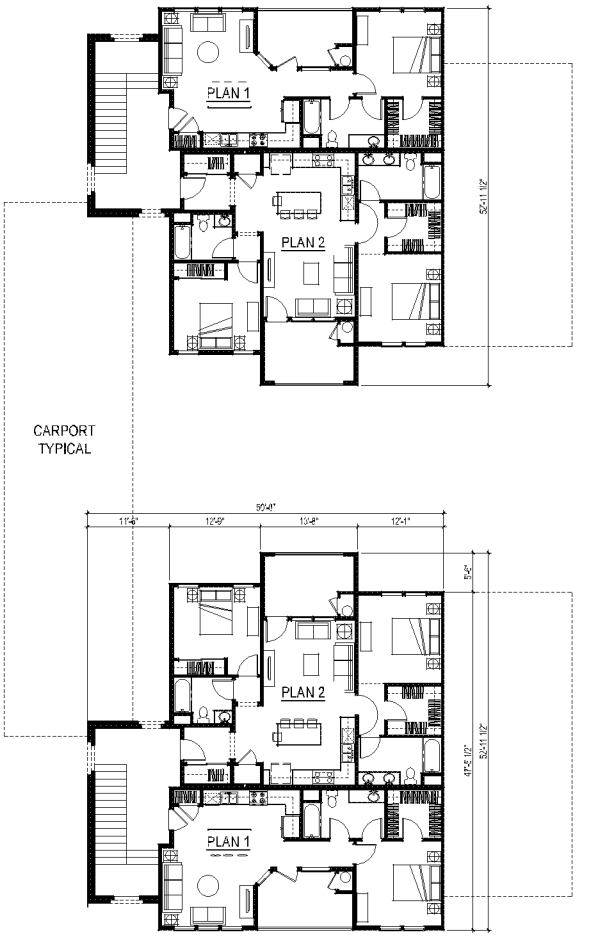

SECOND & THIRD FLOOR PLAN

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-2 FLOOR PLANS

0 4 8 16

A5.3

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GROUND FLOOR PLAN

ZONE - A

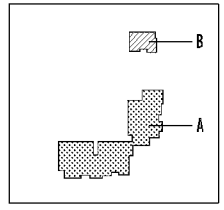

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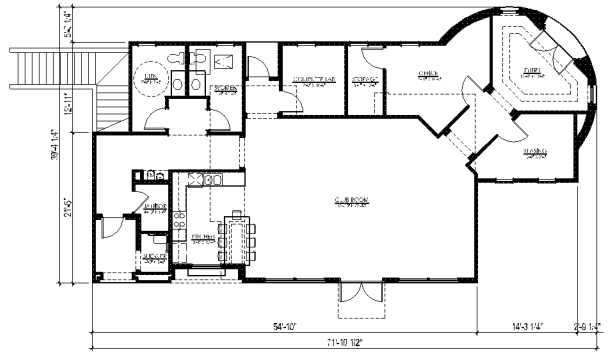

GROUND FLOOR PLAN

ZONE - B

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-3A & 3B FLOOR PLANS

A5.4

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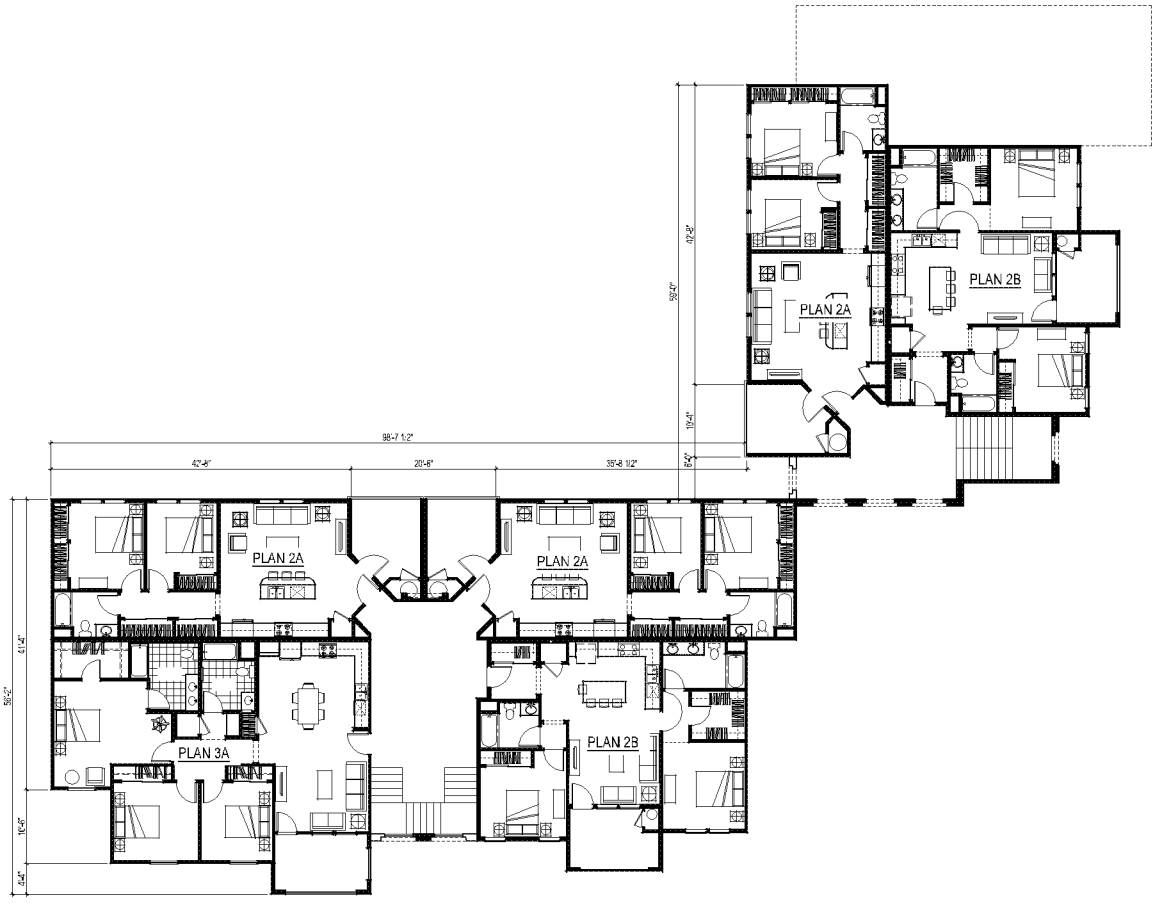

SECOND & THIRD FLOOR PLAN

ZONE - A

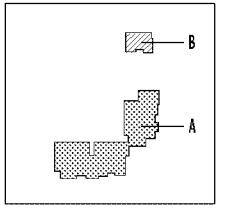

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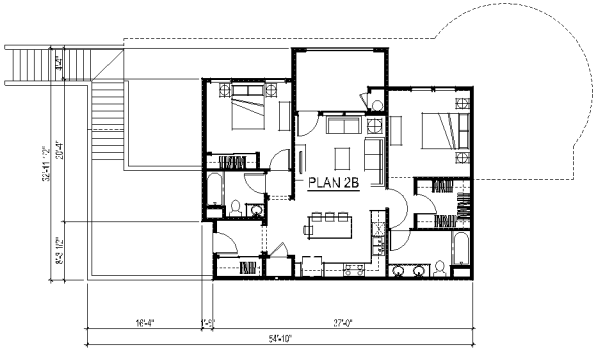

SECOND FLOOR PLAN

ZONE - B

Scale 0 4 8 16

0 4 8 16

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-3A & 3B FLOOR PLANS

A5.5

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GROUND FLOOR PLAN

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-4 FLOOR PLANS

0 4 8 16

A5.6

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SECOND & THIRD FLOOR PLAN

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-4 FLOOR PLANS

0 4 8 16

A5.7

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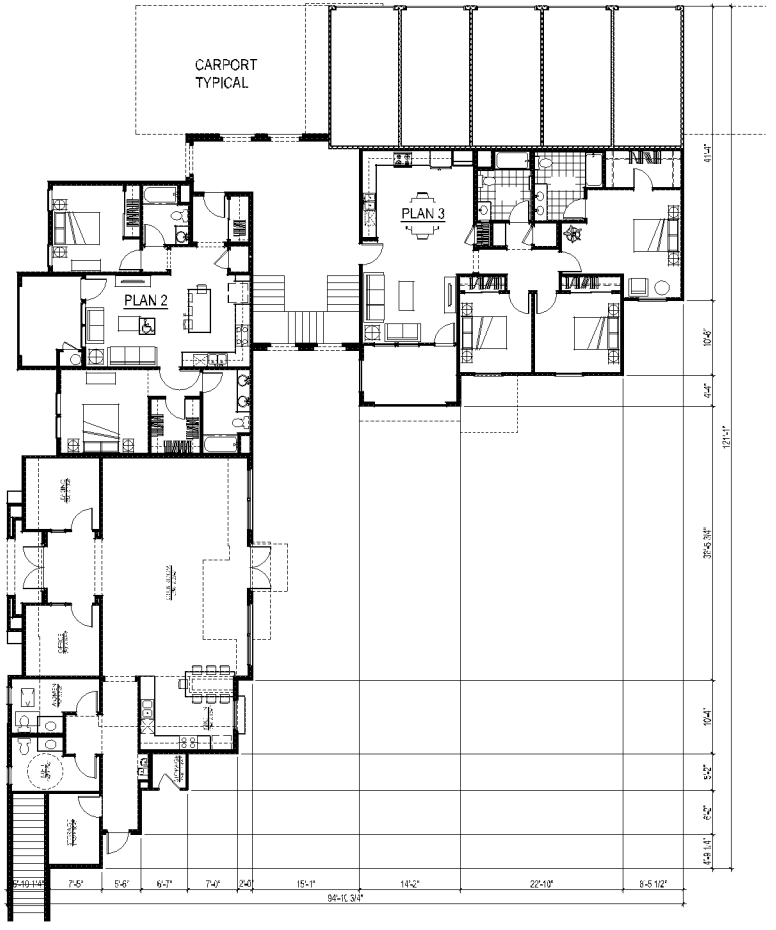

GROUND FLOOR PLAN

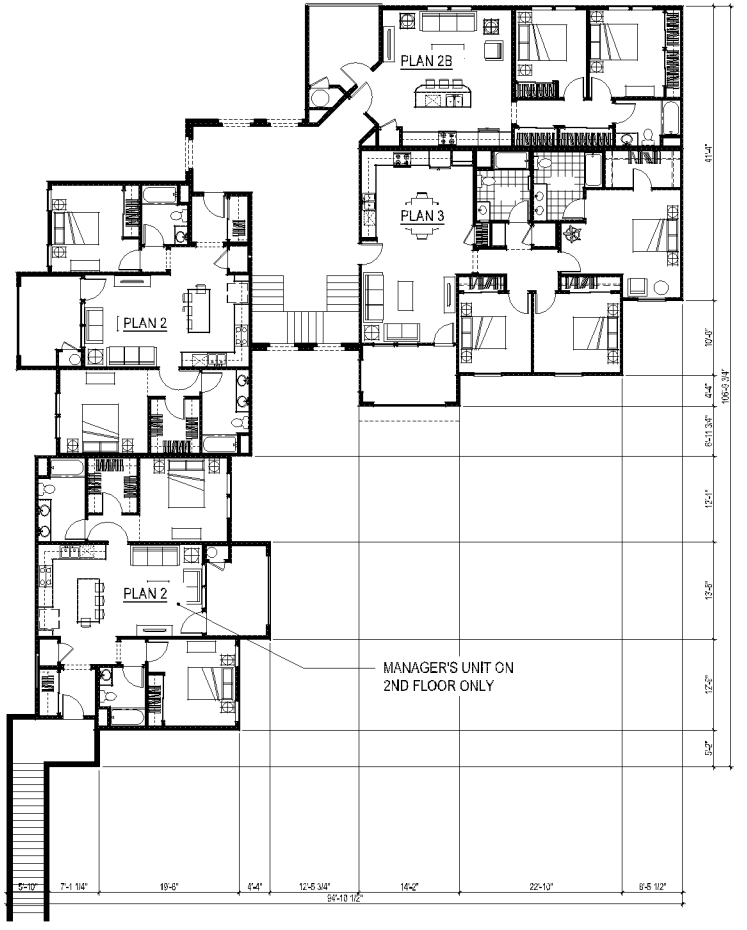

SECOND & THIRD FLOOR PLAN

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-5 FLOOR PLANS

A5.8

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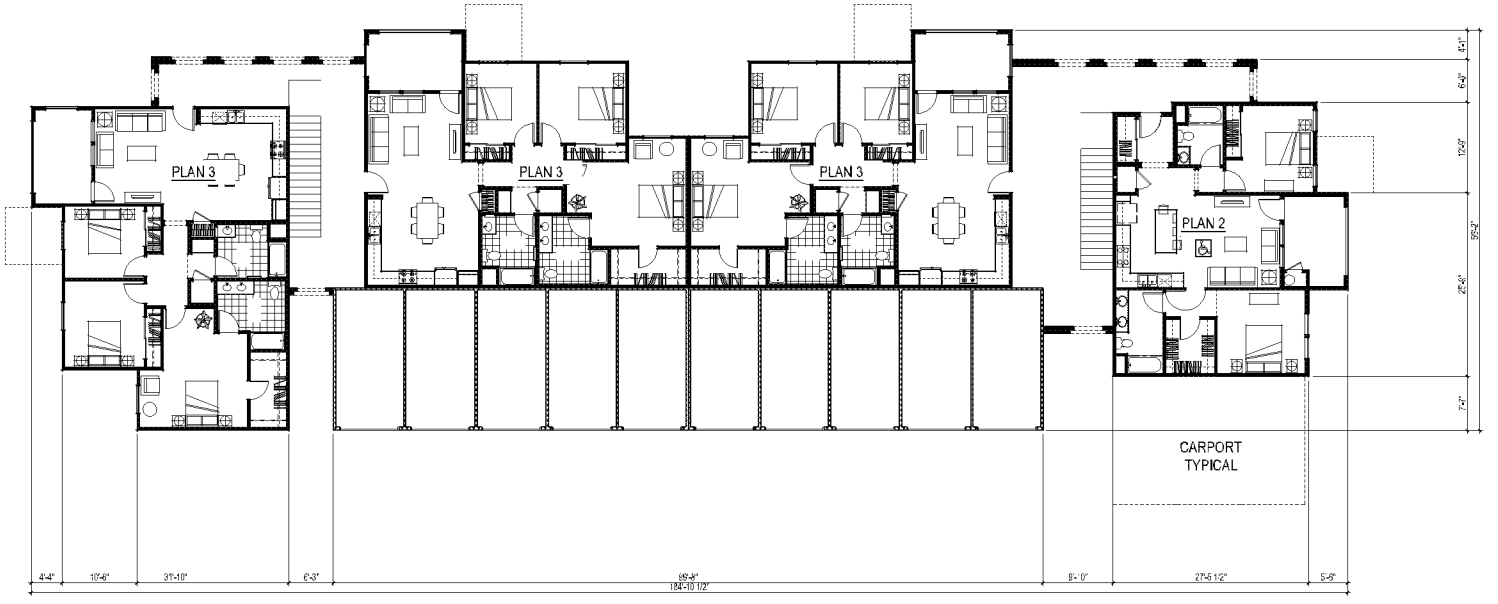

GROUND FLOOR PLAN

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-6 FLOOR PLANS

0 4 8 16

A5.9

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SECOND & THIRD FLOOR PLAN

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-6 FLOOR PLANS

0 4 8 16

A5.10

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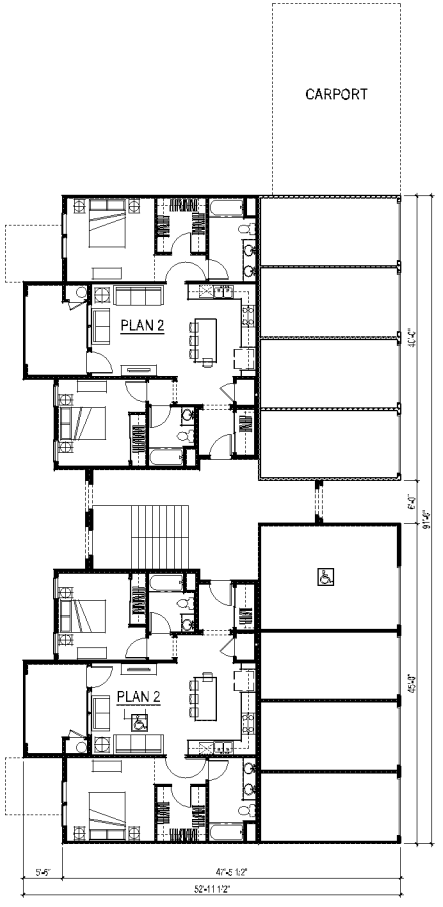

GROUND FLOOR PLAN

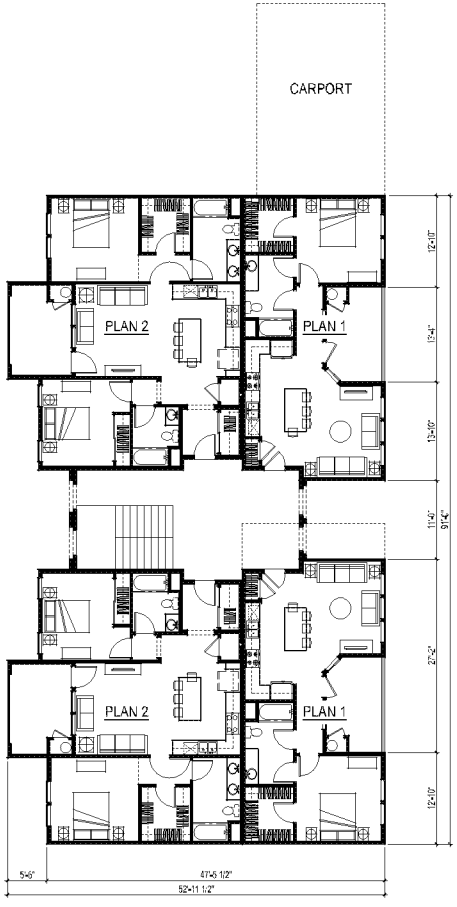

SECOND & THIRD FLOOR PLAN

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-7 FLOOR PLANS

0 4 8 16

A5.11

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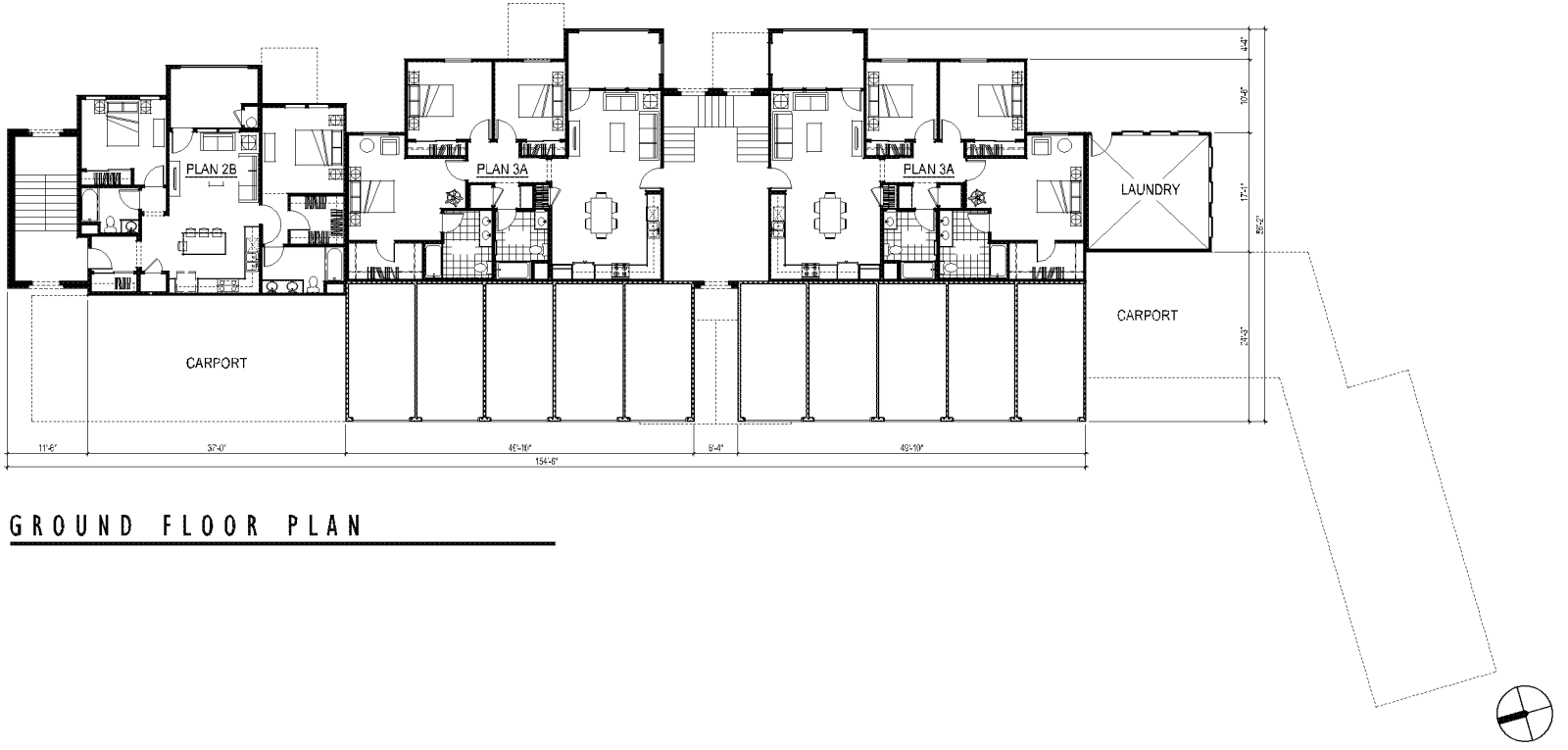

GROUND FLOOR PLAN

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-8 FLOOR PLANS

0 4 8 16

A5.12

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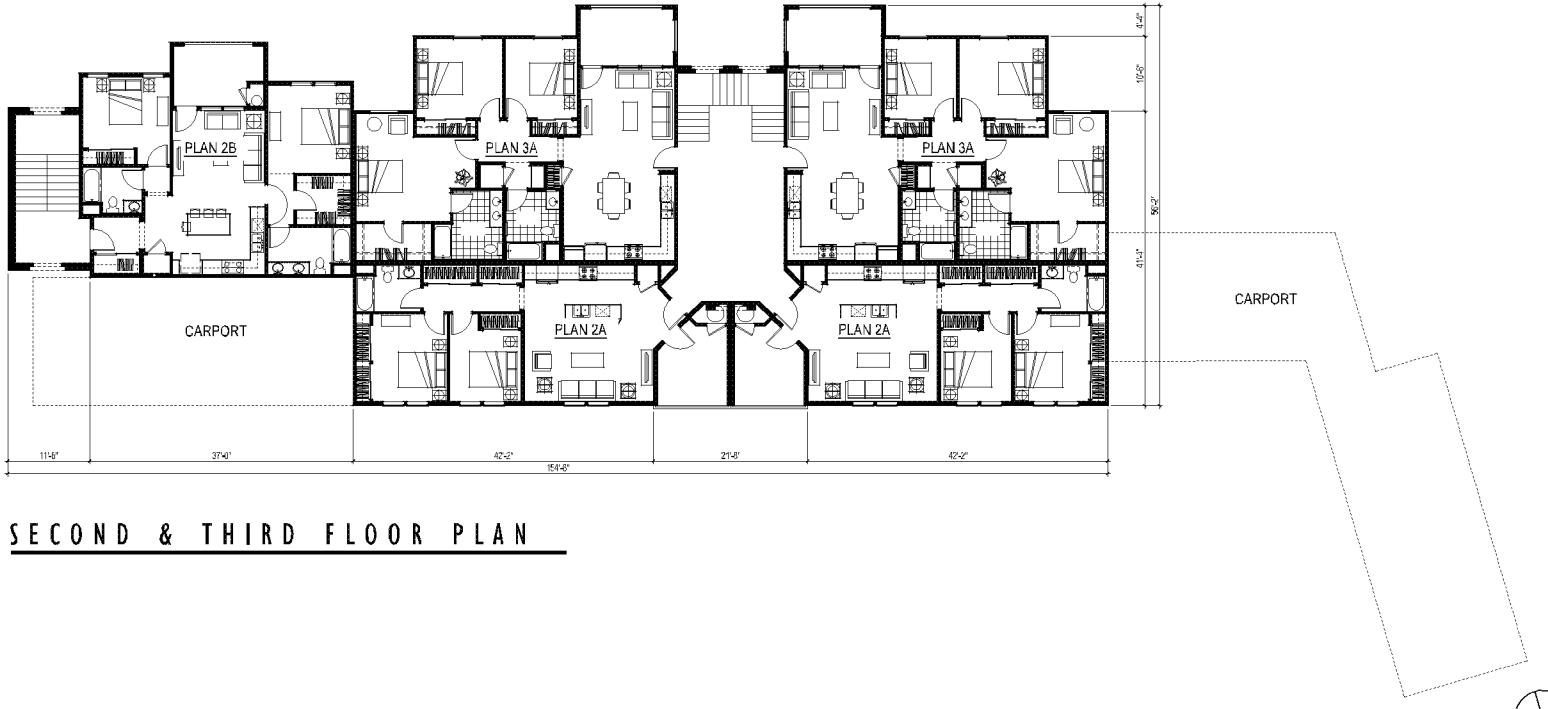

SECOND & THIRD FLOOR PLAN

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-8 FLOOR PLANS

0 4 8 16

A5.13

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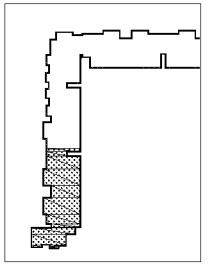

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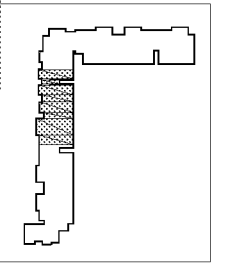

ZONE KEY

ROOF PLAN

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-I PARTIAL ROOF PLANS, ZONE-A&B

A6.0

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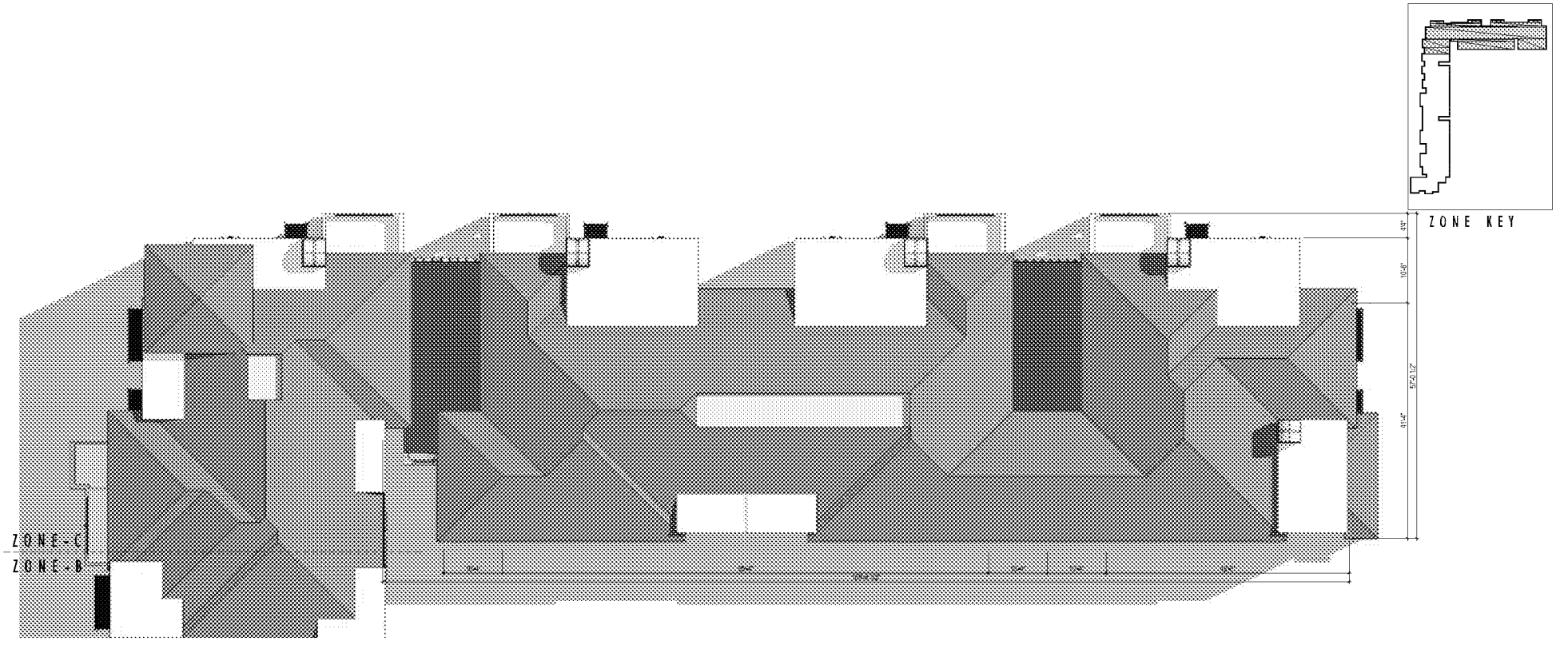

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-I PARTIAL ROOF PLAN, ZONE-C

A6.1

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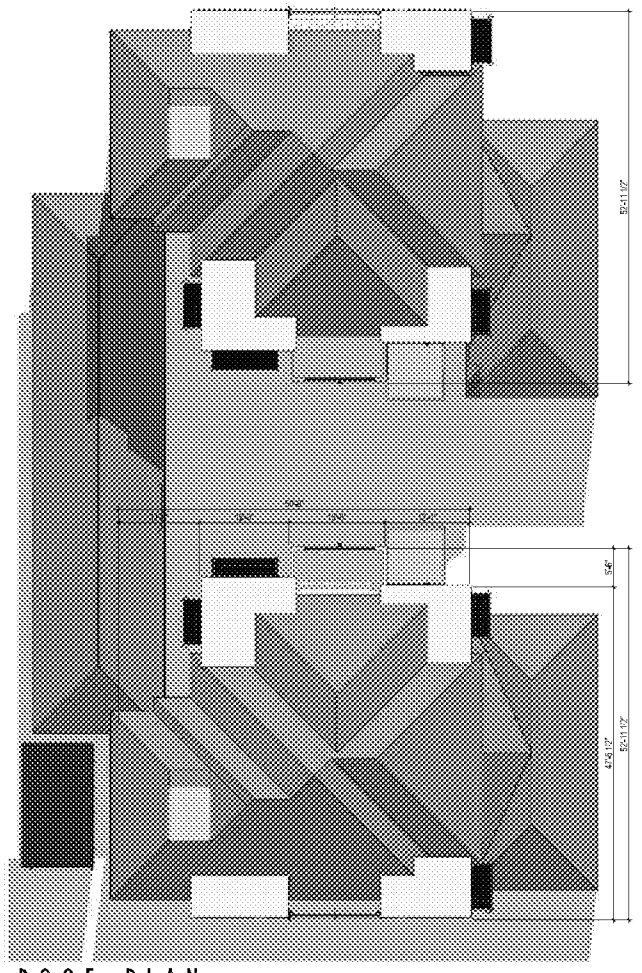

ROOF PLAN

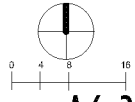

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-2 ROOF PLAN

A6.2

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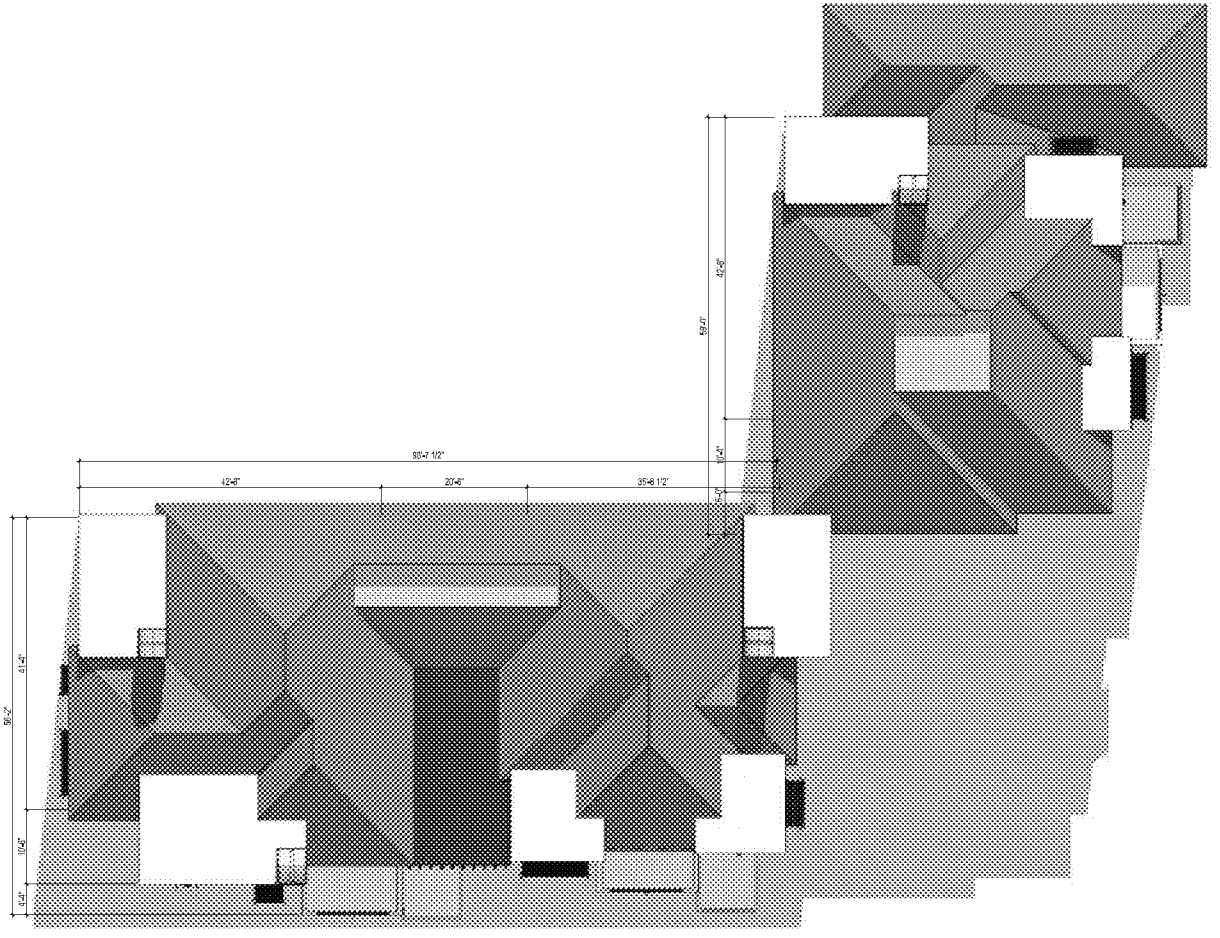

ROOF PLAN

ZONE - A

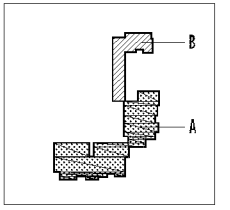

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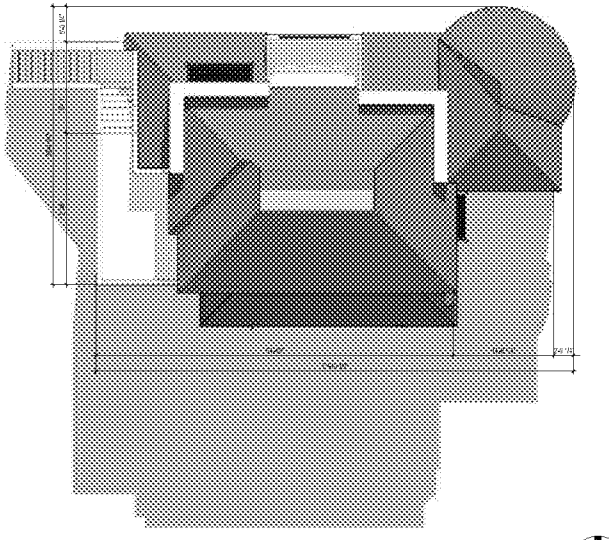

ROOF PLAN

ZONE - B

0 4 8 16

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-3A & 3B ROOF PLAN

A6.3

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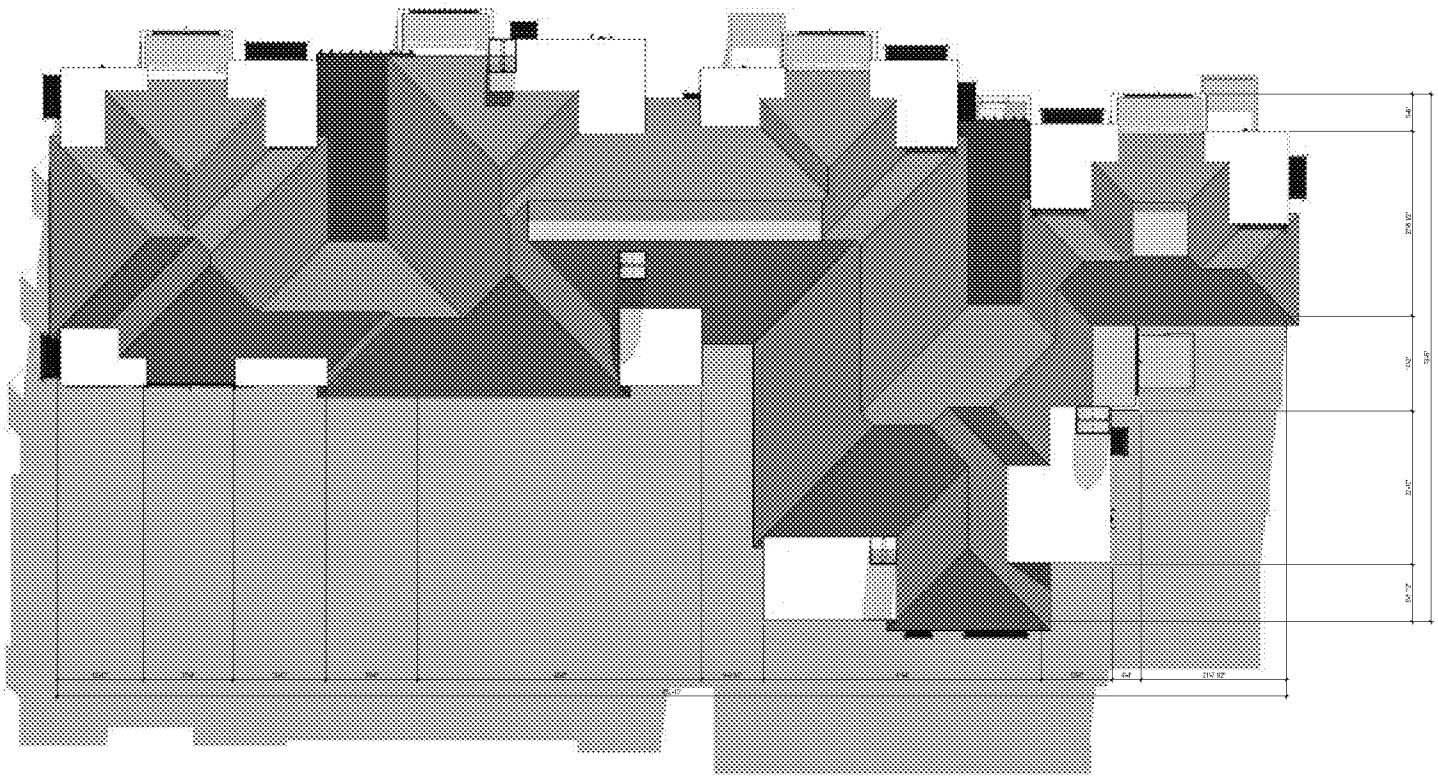

ROOF PLAN

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-4 ROOF PLAN

A6.4

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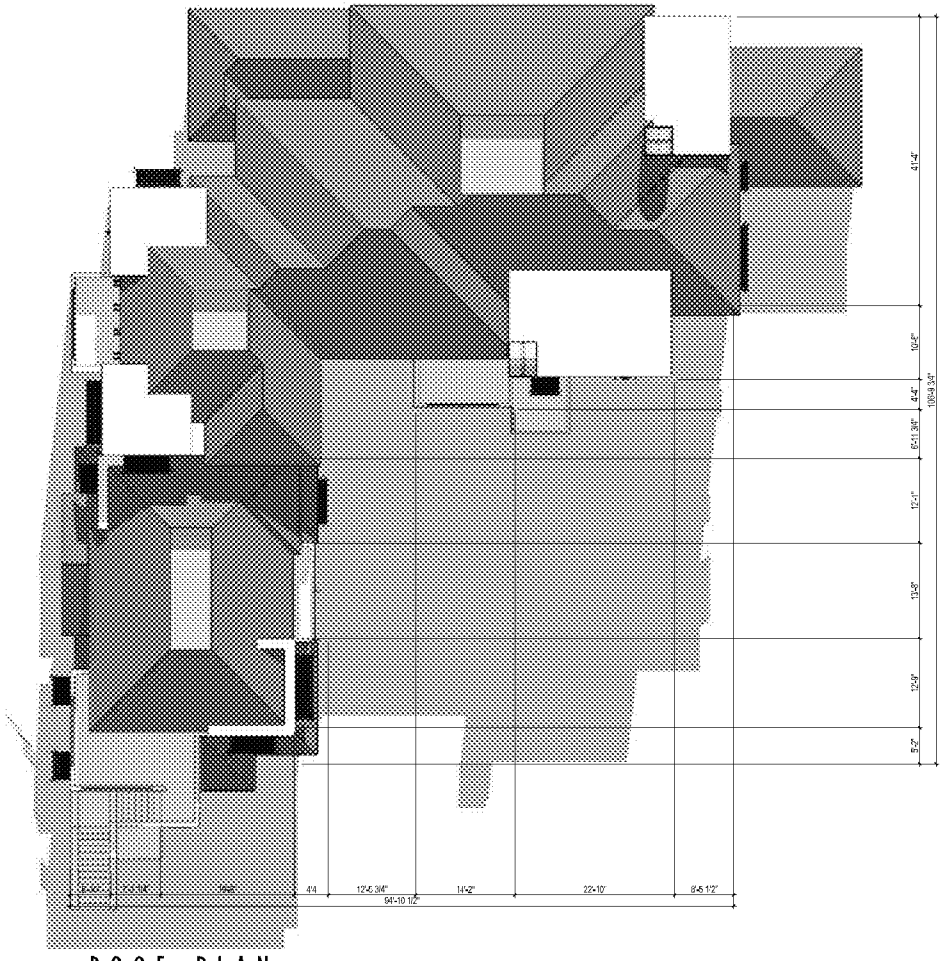

ROOF PLAN

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-5 ROOF PLAN

A6.5

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MV00204597

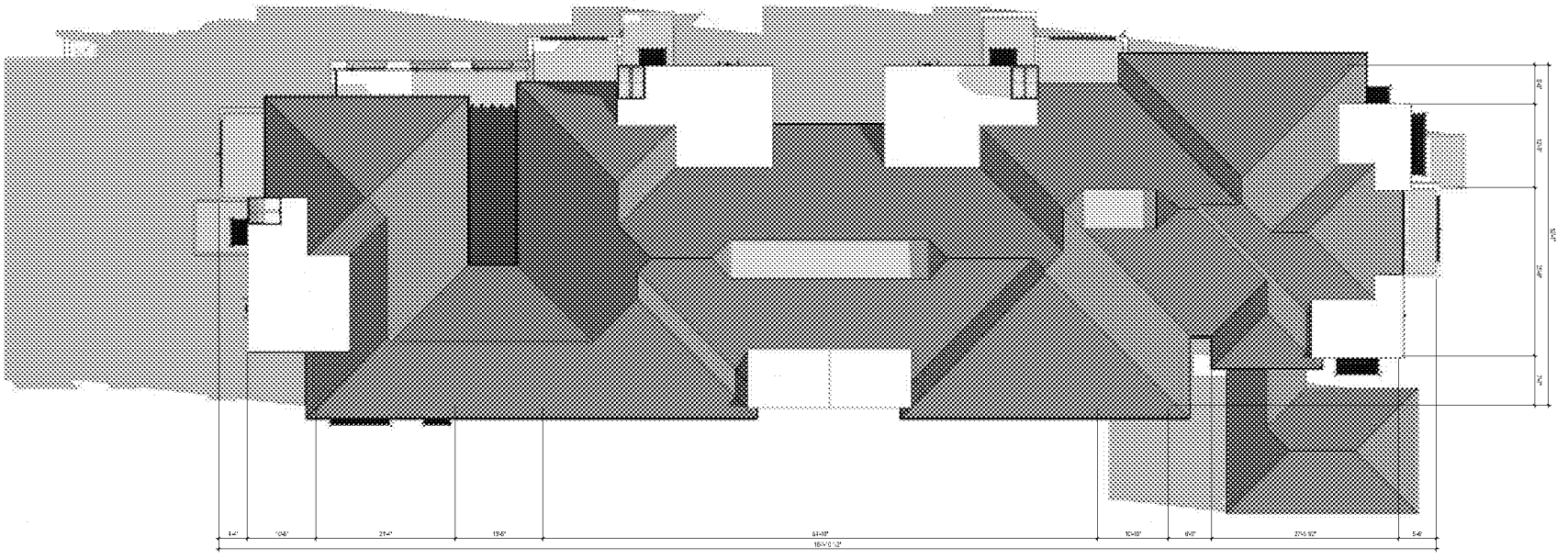

ROOF PLAN

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-6 ROOF PLAN

A6.6

RANCHO BELAGO DEVELOPERS. INC.
5051 CANYON CREST DRIVE, SUITE 200
RIVERSIDE, CA 92507
(951) 686-6600 (OFFICE)
(951) 784-9701 (FAX)
(760) 832-2934 (CELL)
WWW.RANCHOBELAGODEVELOPERS.COM

MORENO VALLEY, CA

KTGY # 2012-0340.00 05/15/2013
2012-0340.01
CASE # PA13-0006

KTGY Group, Inc.
Architecture+Planning
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Santa Monica, CA 90401
310.394.2623
ktgy.com

MV00204598

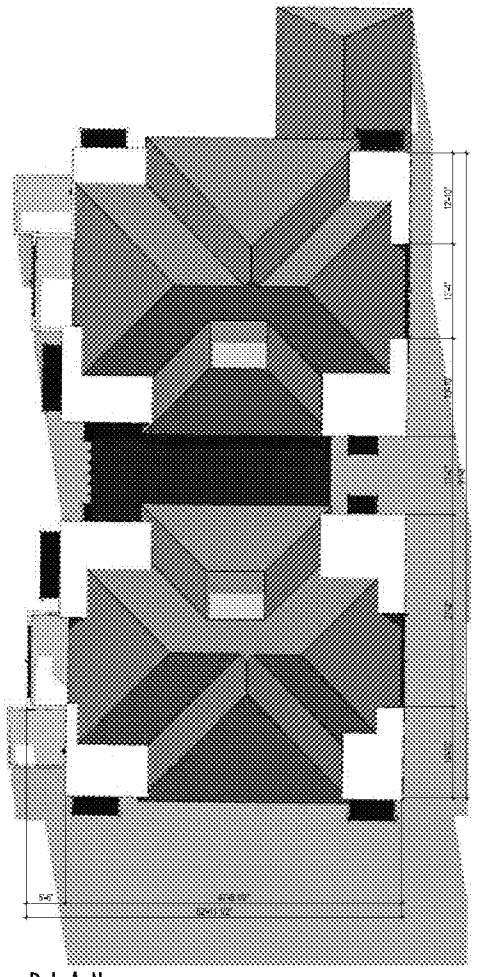
5'-6"
12'-4"
12'-4"
12'-4

ROOF PLAN

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-8 ROOF PLAN

A6.8

RANCHO BELAGO DEVELOPERS. INC.
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MV00204600

NORTH ELEVATION

SOUTH ELEVATION

0 4 8 16

BOULDER RIDGE FAMILY APARTMENTS

BUILDING I ELEVATIONS

A7.0

RANCHO BELAGO DEVELOPERS. INC.
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MV00204601

PARTIAL EAST ELEVATION

PARTIAL EAST ELEVATION

BOULDER RIDGE FAMILY APARTMENTS

BUILDING I ELEVATIONS

0 4 8 16

A7.1

RANCHO BELAGO DEVELOPERS. INC.
5051 CANYON CREST DRIVE, SUITE 200
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MORENO VALLEY, CA

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MV00204602

PARTIAL WEST ELEVATION

PARTIAL WEST ELEVATION

BOULDER RIDGE FAMILY APARTMENTS

BUILDING I ELEVATIONS

0 4 8 16

A7.2

RANCHO BELAGO DEVELOPERS. INC.
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MORENO VALLEY, CA

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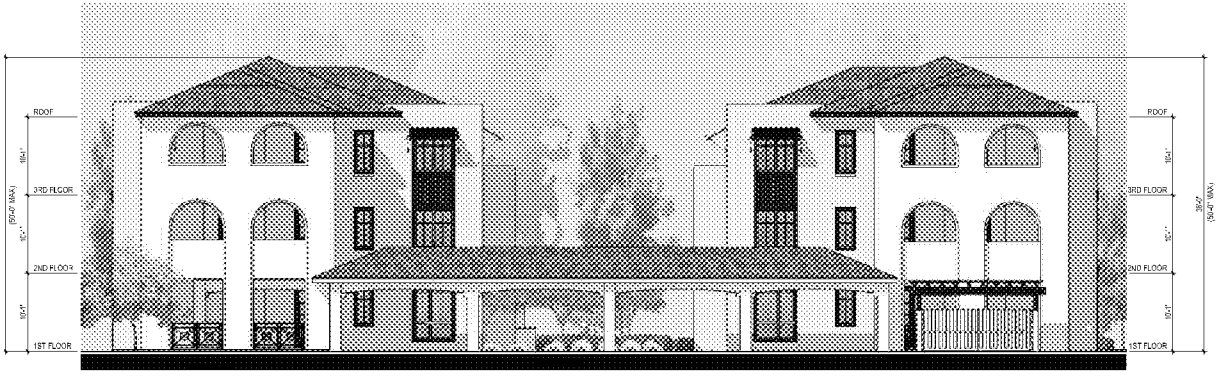

WEST ELEVATION

NORTH ELEVATION
(SOUTH ELEV. SIMILAR)

EAST ELEVATION

SOUTH ELEVATION
(VIEW FROM COURTYARD)

0 4 8 16

BOULDER RIDGE FAMILY APARTMENTS

BUILDING 2 ELEVATIONS

A7.3

RANCHO BELAGO DEVELOPERS. INC.
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2012-0340.01
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MV00204604

EAST ELEVATION

SOUTH ELEVATION

BOULDER RIDGE FAMILY APARTMENTS

BUILDING 3A & 3B ELEVATIONS

0 4 8 16

A7.4

RANCHO BELAGO DEVELOPERS. INC.
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MORENO VALLEY, CA

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2012-0340.01
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ktgy.com

MV00204605

WEST ELEVATION

NORTH ELEVATION

BOULDER RIDGE FAMILY APARTMENTS

BUILDING 3A & 3B ELEVATIONS

0 4 8 16

A7.5

RANCHO BELAGO DEVELOPERS. INC.
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MORENO VALLEY, CA

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2012-0340.01
CASE # PA13-0006

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ktgy.com

MV00204606

EAST ELEVATION

SOUTH ELEVATION

BOULDER RIDGE FAMILY APARTMENTS

BUILDING 4 ELEVATIONS

0 4 8 16

A7.6

RANCHO BELAGO DEVELOPERS. INC.
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MORENO VALLEY, CA

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2012-0340.01
CASE # PA13-0006

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ktgy.com

MV00204607

WEST ELEVATION

NORTH ELEVATION

BOULDER RIDGE FAMILY APARTMENTS

BUILDING 4 ELEVATIONS

0 4 8 16

A7.7

RANCHO BELAGO DEVELOPERS. INC.
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MORENO VALLEY, CA
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2012-0340.01
CASE # PA13-0006

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MV00204608

EAST ELEVATION

SOUTH ELEVATION

BOULDER RIDGE FAMILY APARTMENTS

BUILDING 5 ELEVATIONS

0 4 8 16

A7.8

RANCHO BELAGO DEVELOPERS. INC.
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MORENO VALLEY, CA

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2012-0340.01
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MV00204609

WEST ELEVATION

NORTH ELEVATION

BOULDER RIDGE FAMILY APARTMENTS

BUILDING 5 ELEVATIONS

0 4 8 16

A7.9

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MV00204610

EAST ELEVATION

SOUTH ELEVATION

BOULDER RIDGE FAMILY APARTMENTS

BUILDING 6 ELEVATIONS

0 4 8 16

A7.10

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MORENO VALLEY, CA

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2012-0340.01
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ktgy.com

MV00204611

WEST ELEVATION

NORTH ELEVATION

BOULDER RIDGE FAMILY APARTMENTS

BUILDING 6 ELEVATIONS

0 4 8 16

A7.11

RANCHO BELAGO DEVELOPERS. INC.
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2012-0340.01
CASE # PA13-0006

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MV00204612

EAST ELEVATION

SOUTH ELEVATION

BOULDER RIDGE FAMILY APARTMENTS

BUILDING 7 ELEVATIONS

0 4 8 16

A7.12

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2012-0340.01
CASE # PA13-0006

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ktgy.com

MV00204613

WEST ELEVATION

NORTH ELEVATION

BOULDER RIDGE FAMILY APARTMENTS

BUILDING 7 ELEVATIONS

0 4 8 16

A7.13

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2012-0340.01
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ktgy.com

MV00204614

EAST ELEVATION

SOUTH ELEVATION

BOULDER RIDGE FAMILY APARTMENTS

BUILDING 8 ELEVATIONS

0 4 8 16

A7.14

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MORENO VALLEY, CA

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2012-0340.01
CASE # PA13-0006

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310.394.2623
ktgy.com

MV00204615

WEST ELEVATION

NORTH ELEVATION

BOULDER RIDGE FAMILY APARTMENTS

BUILDING 8 ELEVATIONS

0 4 8 16

A7.15

RANCHO BELAGO DEVELOPERS. INC.
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MORENO VALLEY, CA

KTGY # 2012-0340.00 05/15/2013
2012-0340.01
CASE # PA13-0006

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ktgy.com

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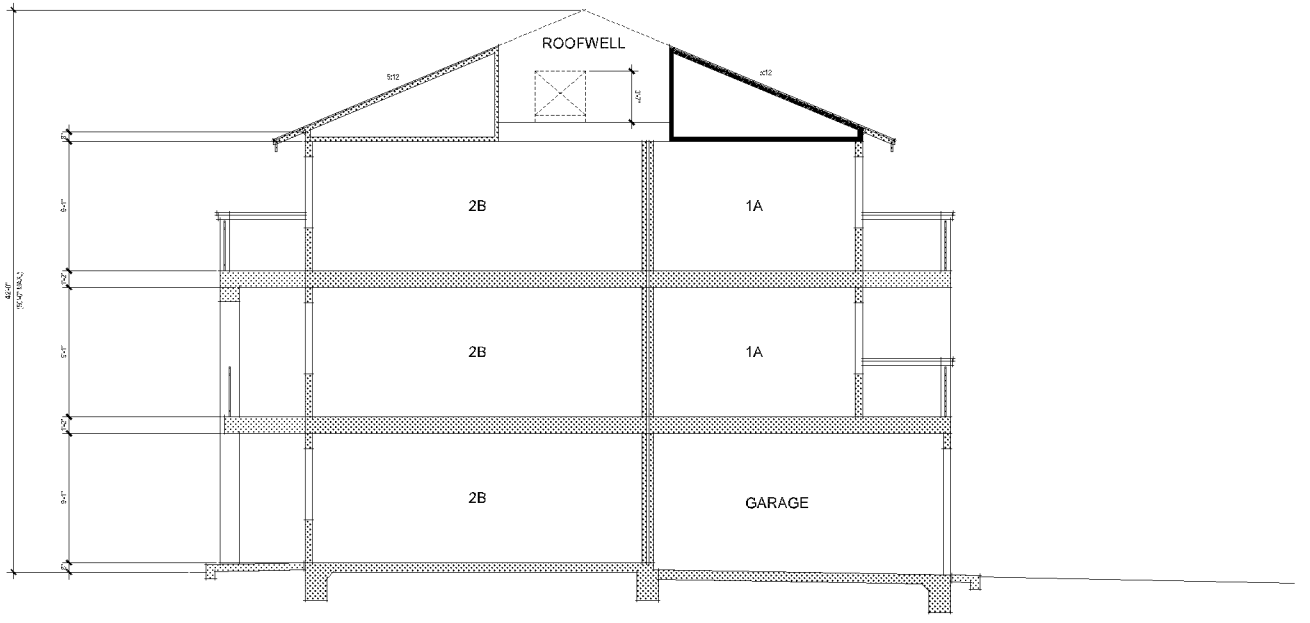

TYPICAL SECTION

BOULDER RIDGE FAMILY APARTMENTS

TYPICAL BUILDING SECTION

0 2 4 8

A8.0

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5051 CANYON CREST DRIVE, SUITE 200
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MORENO VALLEY, CA

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2012-0340.01
CASE # PA13-0006

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ktgy.com

MV00204617

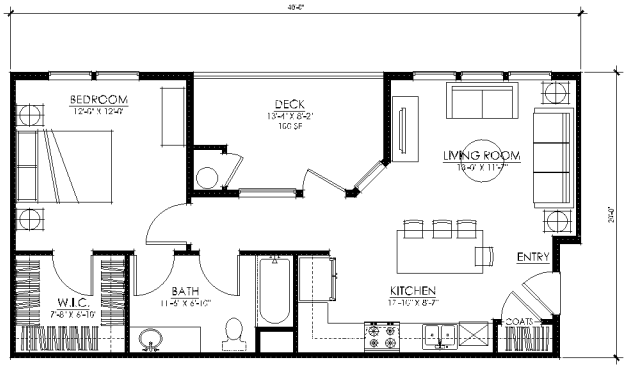

PLAN 1A - 1BDR/1BATH
GROSS: 680.4 SQ. FT.
NET: 619.7 SQ. FT.

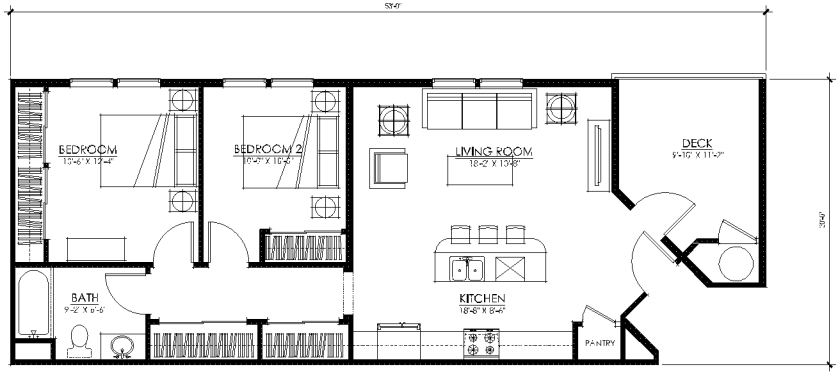

PLAN 2A- 2BDR/2BATH
GROSS: 877.1 SQ. FT.
NET: 822.2 SQ. FT.

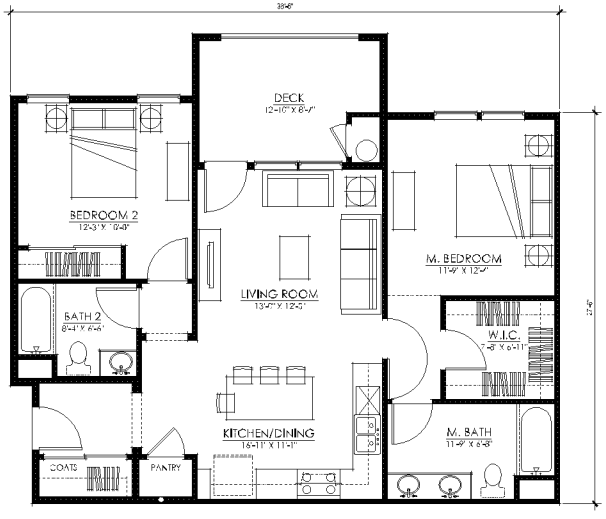

PLAN 2B - 2BDR/2BATH
GROSS: 1015.5 SQ. FT.
NET: 947.4 SQ. FT.

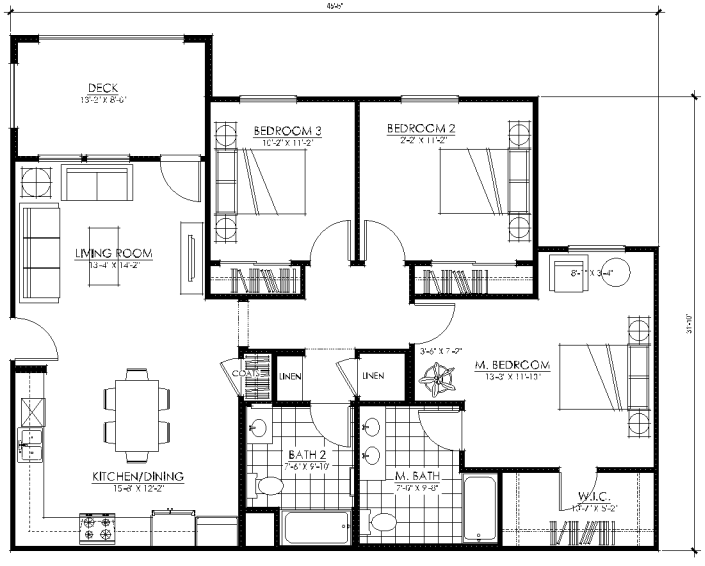

PLAN 3A - 3BDR/2BATH
GROSS: 1301.3 SQ. FT.
NET: 1240.9 SQ. FT.

BOULDER RIDGE FAMILY APARTMENTS

UNIT PLANS

A9.0

RANCHO BELAGO DEVELOPERS. INC.
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MORENO VALLEY, CA
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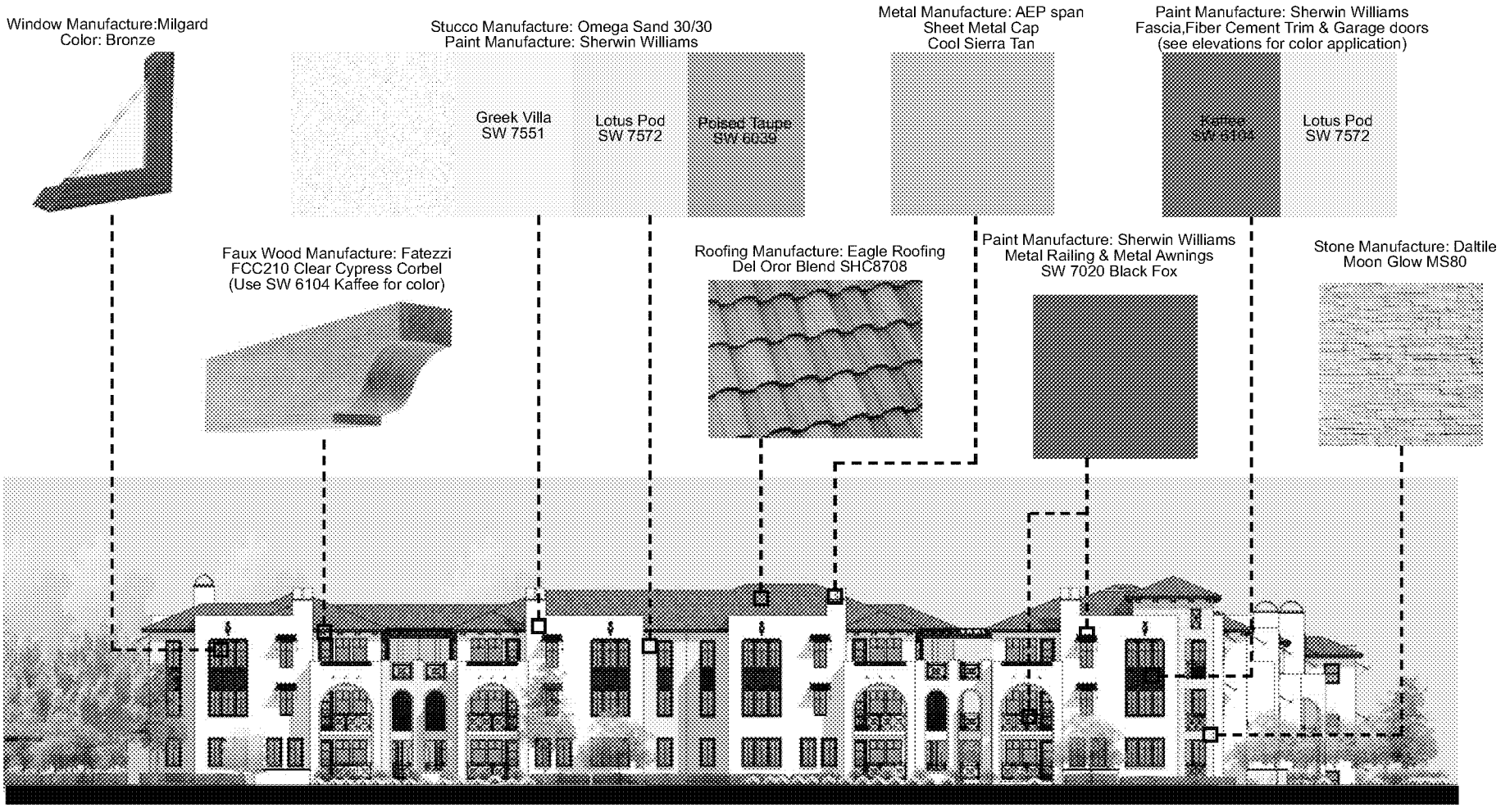

BOULDER RIDGE FAMILY APARTMENTS

COLORS / MATERIAL BOARD

A10.0

RANCHO BELAGO DEVELOPERS. INC.
5051 CANYON CREST DRIVE, SUITE 200
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Attachment 12

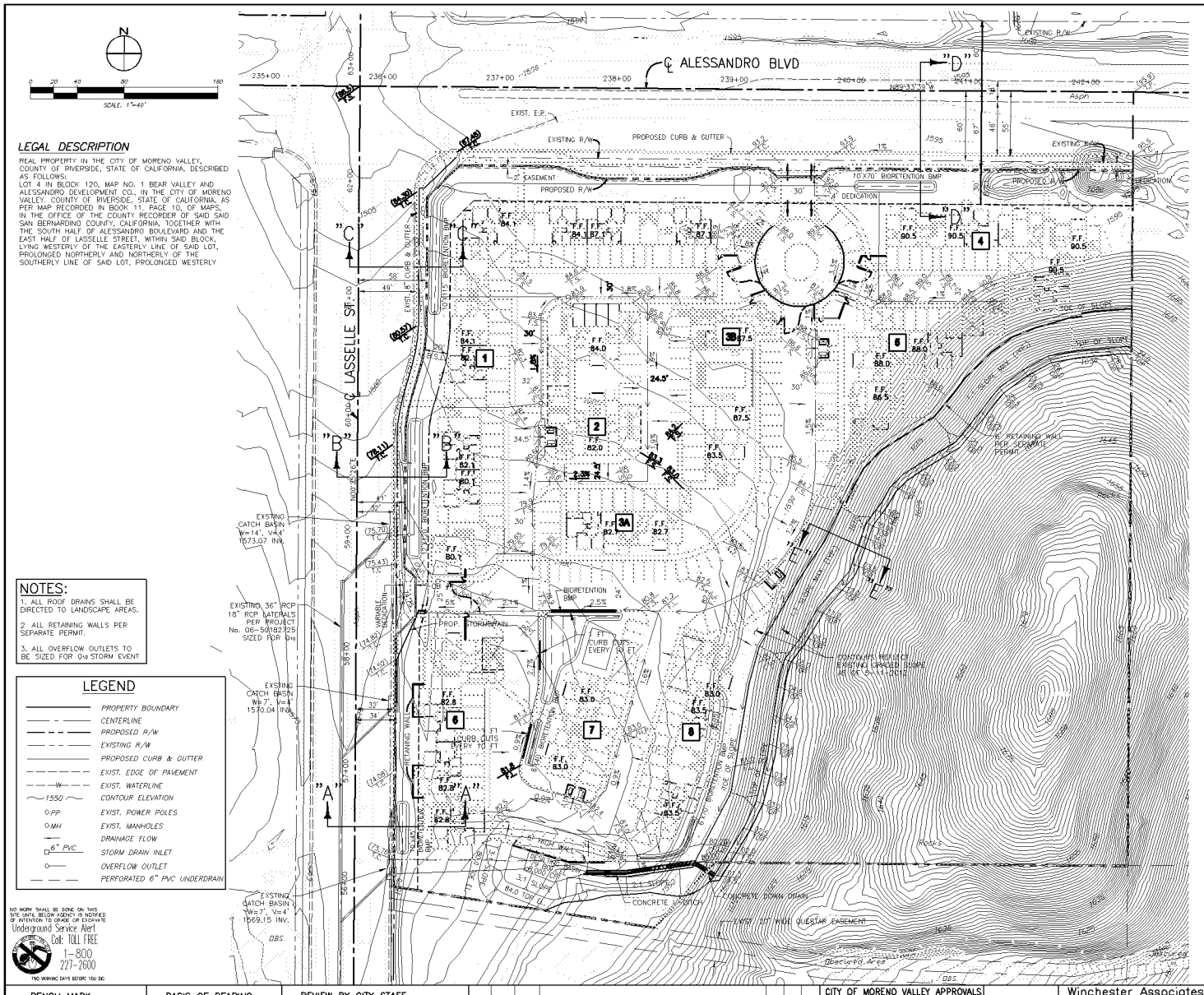

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:
LOT 4 IN BLOCK 120, MAP NO. 1 BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 10, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAID SAN BERNARDINO COUNTY, CALIFORNIA, TOGETHER WITH THE SOUTH HALF OF ALESSANDRO BOULEVARD AND THE EAST HALF OF LASSELLE STREET, WITHIN SAID BLOCK, LYING WESTERLY OF THE EASTERLY LINE OF SAID LOT, PROLONGED NORTHERLY AND NORTHERLY OF THE SOUTHERLY LINE OF SAID LOT, PROLONGED WESTERLY

NOTES:

1. ALL ROOF DRAINS SHALL BE DIRECTED TO LANDSCAPE AREAS.
2. ALL RETAINING WALLS PER SEPARATE PERMIT.
3. ALL OVERFLOW OUTLETS TO BE SIZED FOR Q100 STORM EVENT

LEGEND

- PROPERTY BOUNDARY
- CENTERLINE
- PROPOSED R/W
- EXISTING R/W
- PROPOSED CURB & GUTTER
- EXIST. EDGE OF PAVEMENT
- EXIST. WATERLINE
- 1550 CONTOUR ELEVATION
- PP EXIST. POWER POLES
- MH EXIST. MANHOLES
- DRAINAGE FLOW
- 6" PVC STORM DRAIN INLET
- OVERFLOW OUTLET
- PERFORATED 6" PVC UNDERDRAIN

NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE
Underground Service Alert
Call: TOLL FREE
1-800 227-2600
TWO WORKING DAYS BEFORE YOU DIG

No.	REVISIONS	BY	DATE
1			
2			
3			

GENERAL NOTES

OWNER
LAKERIDGE MARKETPLACE, LLC
C/O JERRY STEPHENS
11370 MORENO BEACH DR.
MORENO VALLEY, CA 92555

DEVELOPER
RANCHO BELAGO DEVELOPERS, INC.
C/O JIM JERNIGAN
5051 CANYON CREST DR., SUITE 200
RIVERSIDE, CA 92507

ENGINEER
WINCHESTER ASSOCIATES, INC.
DAVID J. SLAWSON
23640 TOWER STREET SUITE 3
MORENO VALLEY, CA. 92553
(951) 924-5425 FAX 924-2980

EARTHWORK (RAW)
EXCAVATION 40,000 C.Y.
EMBANKMENT 15,000 C.Y.

ASSESSOR'S PARCEL NO.
486-280-044 & 043

TOPOGRAPHY
TOPOGRAPHY WAS OBTAINED FROM AN AERIAL SURVEY PERFORMED BY INLAND AERIAL SURVEYS, INC. ON 5-11-12.

LAND USE AND ZONING

CURRENT GENERAL PLAN	R-15 AND NC
CURRENT ZONING	R-15
PROPOSED ZONING	R-20
EXISTING LAND USE	VACANT
PROPOSED LAND USE	MULTI-FAMILY RESIDENTIAL

AREA AND DENSITY

GROSS ACREAGE	10.20 ACRES
NET ACREAGE	8.5 ACRES
TOTAL NO. OF UNITS CREATED	144
DENSITY: 144 UNITS/8.5 ACRES=	16.9 UNITS PER ACRE

FLOOD HAZARD
THE SUBJECT SITE IS IN ZONE X, PER FEMA FLOOD INSURANCE PANEL NO. 065074 0025A, AND IS NOT IN THE 100 YEAR FLOOD PLAIN.

SCHOOL
MORENO VALLEY UNIFIED SCHOOL DISTRICT

THOMAS BROTHERS GUIDE
PAGE 717 J-6, 2006 EDITION

PUBLIC UTILITIES

SEWER & WATER — EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE RD.
PERRIS, CA 92572
951-928-3777

ELECTRICITY – CITY OF MORENO VALLEY
14177 FREDERICK ST.
MORENO VALLEY, CA 92552
1-951-413-3000

GAS – SOUTHERN CALIF. GAS COMPANY
P.O. BOX C, MONTEREY PARK, CA., 91756
1-800-427-2200

TELEPHONE – VERIZON
P.O. BOX 9688
MISSION HILLS, CA 91346
1-800-483-3000

CABLE – TIME WARNER
3430 E. MIRALOMA AVE.
ANAHEIM, CA 92806
1-888-892-2253

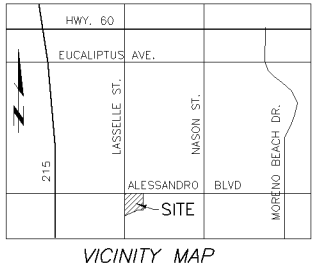

VICINITY MAP
N.T.S.

BENCH MARK	BASIS OF BEARING	REVIEW BY CITY STAFF		
BM NO. M-40-4 NAVD88 ELEV: 1590.938 FEET ADJ. YEAR: RCFCD FIELD NOTES DATED 4-25-11 FD. 3" BRASS DISK STAMPED "M-40-4 RESET 1976" IN CONC. AT S.E. CORNER OF ALESSANDRO BLVD. AND NASON ST. IN MORENO VALLEY, CA. POINT IS LOCATED APPROX. 56 EAST OF C.L. OF NASON ST AND APPROX. 48 SOUTH OF C.L. OF ALESSANDRO BLVD.	CENTERLINE OF LASSELLE ST. SHOWN AS NORTH 00°25'26" EAST ON R.S. 96/40-42, RIVERSIDE COUNTY RECORDS.	OFFICE	INITIAL	DATE
		ENGINEERING DIVISION MANAGER		
		LAND DEVELOPMENT		
		PLANNING		
		TRANSPORTATION		
		PARKS AND COMMUNITY SERVICES		
		SPECIAL DISTRICTS		
		STORM WATER MANAGEMENT PROM		

MARK	DATE	INITIAL	DESCRIPTION	REC.	APPR	DATE
		E.C.R.	REVISION			

CITY OF MORENO VALLEY APPROVALS

PREM KUMAR
ASSISTANT CITY ENGINEER
R.C.E. #52463
DATE

AHMAD ANSARI
PUBLIC WORKS DIRECTOR/CITY ENGINEER
R.C.E. #C0136
DATE

REGISTERED PROFESSIONAL ENGINEER HARVEY D. MARCELL NO. 23099 EXP. 12-31-13 CIVIL STATE OF CALIFORNIA

Winchester Associates, Inc.
ENGINEERING • LAND SURVEYING
23640 TOWER ST., SUITE 3
MORENO VALLEY, CA. 92553 (951) 924-5425

UNDER THE SUPERVISION OF:
HARVEY MARCELL
R.C.E. #23099 (EXP. 12/31/2013)
DATE

CITY OF MORENO VALLEY
CONCEPTUAL GRADING PLAN
APN 486-280-044 & 043
DATE OF PLAN PREPARATION: 5-13-15

ACCT. NO.
SHEET 1 OF 2
CITY I. D. NO.
PA13-0006

MV00204620

No.	REVISIONS	BY	DATE
1			
2			
3			

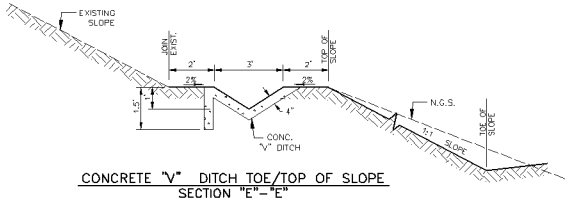

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SECTION "E"–"E"
NOT TO SCALE

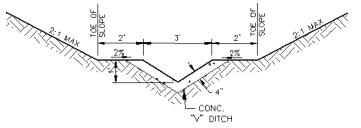

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TYPICAL SECTION
NOT TO SCALE

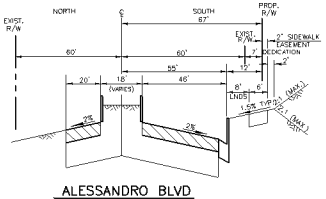

ALESSANDRO BLVD
TYPICAL SECTION
NOT TO SCALE
(STD. 101A MODIFIED)

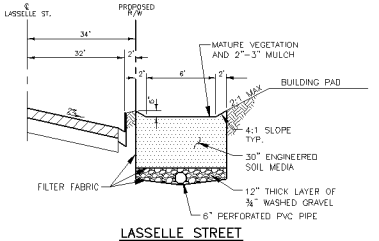

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(STD. 104A)

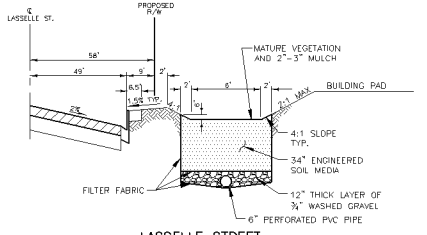

LASSELLE STREET
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(STD. 104A)

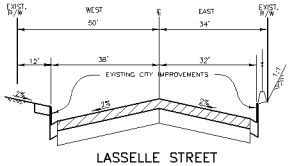

LASSELLE STREET
TYPICAL SECTION
NOT TO SCALE
(STD. 105)

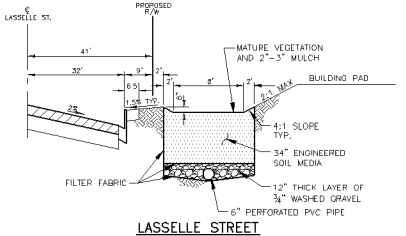

LASSELLE STREET
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(STD. 104A)

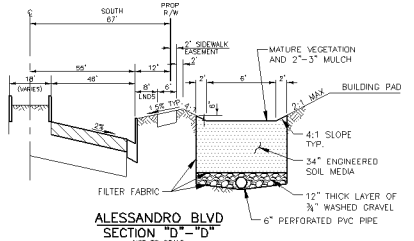

ALESSANDRO BLVD
SECTION "D"–"D"
NOT TO SCALE
(STD. 101A MODIFIED)

NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE

Underground Service Alert
Call: TOLL FREE
1-800
227-2600
TWO WORKING DAYS BEFORE YOU DIG

BENCH MARK

BM NO. M-40-4
NAVD88 ELEV: 1590.938 FEET
ADJ. YEAR: RCFCD FIELD NOTES DATED 4-25-11
FD. 3" BRASS DISK STAMPED "M-40-4 RESET 1976" IN CONC. AT S.E. CORNER OF ALESSANDRO BLVD. AND MASON ST. IN MORENO VALLEY, CA. POINT IS LOCATED APPROX. 56 EAST OF C.L. OF MASON ST AND APPROX. 48 SOUTH OF C.L. OF ALESSANDRO BLVD.

BASIS OF BEARING

CENTERLINE OF LASSELLE ST. SHOWN AS NORTH 00°25'26" EAST ON R.S. 96/40-42, RIVERSIDE COUNTY RECORDS.

REVIEW BY CITY STAFF

	INITIAL	DATE
OFFICE		
ENGINEERING DIVISION MANAGER		
LAND DEVELOPMENT		
PLANNING		
TRANSPORTATION		
PARKS AND COMMUNITY SERVICES		
SPECIAL DISTRICTS		
STORM WATER MANAGEMENT PROM		

MARK	DATE	INITIAL	DESCRIPTION	REC.	APPR	DATE
		E.C.R.	REVISION			

CITY OF MORENO VALLEY APPROVALS

PREM KUMAR
ASSISTANT CITY ENGINEER
R.C.E. #52463
DATE

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PUBLIC WORKS DIRECTOR/CITY ENGINEER
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UNDER THE SUPERVISION OF:

HARVEY MARCELL
R.C.E. #23099 (EXP. 12/31/2013)
DATE

CITY OF MORENO VALLEY

CONCEPTUAL GRADING PLAN
APN 486-280-044 & 043

DATE OF PLAN PREPARATION: 5-13-15

ACCT. NO.

SHEET 2 OF 2

CITY I. D. NO.
PA13-0006

MV00204621

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: PUBLIC HEARING AND ADOPTION OF RESOLUTION ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR THE CITY OF MORENO VALLEY FOR FISCAL YEAR 2013-14

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a Public Hearing to receive public comments on the City's appropriations limit for Fiscal Year 2013-14.

2. Adopt Resolution No. 2013-43 establishing the appropriations limit at $99,825,081 for the City of Moreno Valley for Fiscal Year 2013-14.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

On November 6, 1979, California voters approved the Gann Spending Limitation Initiative (Proposition 4) establishing Article XIIIB of the State Constitution. Article XIIIB sets limits on the amount of tax revenues that the State and most local governments can appropriate within a given fiscal year. Its basic provisions are as follows:

- Each year, the State and local governments must adopt a resolution establishing an appropriations limit, also known as the "Gann Limit". Fiscal Year 1984-85 appropriations serve as the base for this limit, with adjustments being made

annually to reflect increases in population, the cost of living, and financial responsibility transfers.

- Only tax proceeds are subject to the limit. Charges for services, regulatory fees, grants, loans, donations and other non-tax proceeds are not subject to the limit. Exemptions are also made for voter-approved debt, debt that existed prior to January 1, 1979, and for the cost of compliance with court or Federal government mandates.

- All tax revenues received in excess of the appropriations limit must be refunded to taxpayers within a two-year period.

- The voters may approve an increase in the appropriations limit. For the increase to remain in effect, however, it must be re-approved by voters at four-year intervals.

On June 5, 1990, California voters approved the Traffic Congestion Relief and Spending Limitation Act (Proposition 111), which made various amendments to Article XIIIB of the State Constitution. The major changes, which became effective July 1, 1990, are as follows:

- The change in the cost of living is defined to be either the change in California per capita personal income or the change in assessed valuation due to the addition of non-residential new construction. Previously, the change in the cost of living was defined as the lesser of the change in the U.S. Consumer Price Index or the change in California per capita personal income.

- The change in population is defined as either a change in the City's population or a change in the County's population, whichever is greater.

- "Qualified capital outlay projects" were added to the items exempted from the appropriations limit. Qualified capital outlay projects must have a useful life of ten or more years and a cost that equals or exceeds $100,000.

- Tax revenues received in excess of the appropriations limit must be refunded to taxpayers only if the limit is exceeded over a two-year period.

- The annual calculation of the appropriations limit must be reviewed as part of the City's annual financial audit.

DISCUSSION

The information used to calculate the City's Fiscal Year 2013-14 appropriations limit is presented in Exhibit A, Proceeds of Tax Calculation and Exhibit B, Appropriations (Gann) Limit Calculation. The City's appropriations limit for Fiscal Year 2012-13 was $93,811,748. The change factor allowed by Proposition 111 due to population and cost

of living changes is 1.0641. This results in a Fiscal Year 2013-14 appropriations limit of $99,825,081.

As previously indicated, Proposition 111 provides several options for calculating increases in the appropriations limit. With respect to the change in population, the increase in the County's population was used since it was greater than the growth reported for the City (+1.23% vs. +.53%).

With respect to the change in the cost-of-living criterion, the change in California per capita personal income (+5.12%) was used, as the change in non-residential assessed valuation information is not yet available from the County.

The City's total projected revenue proceeds from the General Fund are $77,824,933. Of this amount, $59,511,085 is identified as coming from tax proceeds, while $18,313,849 is identified as coming from non-tax proceeds. Exhibit A provides a breakdown of budgeted revenues and their classification as tax proceeds or non-tax proceeds.

The Fiscal Year 2013-14 Preliminary Base Operating Budget contains appropriations subject to the limitation of $59,511,085. This amount is $40,313,997 below the City's legal appropriations limit of $99,825,081.

ALTERNATIVES

The following alternatives are available to the City Council:

1. Adopt proposed resolution establishing the City's Fiscal Year 2013-14 appropriations limit at $99,825,081.

2. Provide staff with further direction.

Staff recommends Alternative No. 1.

FISCAL IMPACT

There is no fiscal impact. The City is safely within its legal appropriations limit for Fiscal Year 2013-14.

CITY COUNCIL GOALS

None applicable

SUMMARY

Each year the City is required to adopt a resolution establishing a limit on its appropriations of tax proceeds. The Traffic Congestion Relief and Spending Limitation

Act (Proposition 111), approved by the voters on June 5, 1990, changed some of the factors used in the calculation of this limit. For Fiscal Year 2013-14, the City's appropriations limit is calculated to be $99,825,081. The City's Preliminary Base Operating Budget contains appropriations subject to the limit totaling $59,511,085. Therefore, the portion of the Fiscal Year 2013-14 Preliminary Base Operating Budget subject to the limit is $40,313,996 less than the City's Fiscal Year 2013-14 appropriations limit.

NOTIFICATION

This agenda item on the Fiscal Year 2012-13 Appropriations ("Gann") Limit was properly noticed as a Public Hearing.

ATTACHMENTS/EXHIBITS

Attachment 1: Proposed Resolution
Exhibit A: Proceeds of Tax Calculation
Exhibit B: Appropriations (Gann) Limit Calculation
Exhibit C: Summary of Annual Appropriation (Gann) Limits

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2013-14

WHEREAS, Article XIIIB of the California Constitution and Section 7910 of the California Government Code require that each year the City of Moreno Valley shall by resolution, establish an appropriations limit for the City for the following fiscal year; and

WHEREAS, the City Council has received the Preliminary Base Operating Budget for Fiscal Year 2013-14, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said budget contains the estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the City; and

WHEREAS, the City's Financial & Management Services Department has heretofore prepared and submitted data and documentation required for and to be used in the determination of certain matters and for the establishment of an appropriations limit for the City for Fiscal Year 2013-14 and such data and documentation has been available to the public for at least fifteen days prior to adoption of this Resolution; and

WHEREAS, the City Council has considered pertinent data and documentation and made such determinations as may be required by law, and has adopted this Resolution at a regularly scheduled meeting of the City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. That the appropriations limit for the City of Moreno Valley for Fiscal Year 2013-14 is hereby established at $99,825,081, and the total annual appropriations subject to such limitation for Fiscal Year 2013-14 is estimated to be $59,511,085

2. The City Council hereby adopts the findings and methods of calculations set forth in Exhibit A, the Proceeds of Tax Calculation, Exhibit B, the Appropriations (Gann) Limit Calculation, and Exhibit C, the Summary of Annual Appropriation (Gann) Limits. To the extent permitted by applicable law, the City of Moreno Valley reserves the right to change or revise any gross factors associated with the calculation of the limit established pursuant to Article XIIIB of the California Constitution if such changes or revisions would result in a more advantageous appropriation limit in the present or future.

3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2013, the City Clerk shall file a copy of this Resolution with the Auditor of the County of Riverside.

4. Within fifteen days after the adoption of this Resolution, the City Clerk shall certify to the adoption thereof and, as so certified, cause a copy to be posted in at least three public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon the date of its adoption.

APPROVED AND ADOPTED this 11th day of June, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00204627

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-43 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

MV00204628

EXHIBIT A

CITY OF MORENO VALLEY
APPROPRIATIONS (GANN) LIMIT
PROCEEDS OF TAX CALCULATION
GENERAL FUND FY 13/14

REVENUE SOURCE	BUDGETED PROCEEDS OF TAX	BUDGETED NON-PROCEEDS OF TAX	TOTAL REVENUE
Taxes			
Property (1)	$ 23,287,100		$ 23,287,100
Sales (2)	15,570,000		15,570,000
Motor Vehicle In-Lieu	-		-
Business Gross Receipts	1,225,000		1,225,000
Utility Users	16,114,000		16,114,000
Other Taxes	1,300,000		1,300,000
Fees			
Franchise		5,440,000	5,440,000
Development Fees		4,268,011	4,268,011
Other Fees, Permits & Licenses		3,607,100	3,607,100
Fines & Forfeitures		641,500	641,500
Administrative Charges		2,521,284	2,521,284
Intergovernmental		250,000	250,000
Miscellaneous		965,938	965,938
Total	$ 57,496,100	$ 17,693,833	$ 75,189,933
% of Total	76.47	23.53	100.00
Allocation of Interest	2,014,985	620,016	2,635,000
Adjusted Total	$ 59,511,085	$ 18,313,849	$ 77,824,933

Revenues are based on FY 2013/14 Proposed Budget

Notes:
(1) Includes Property Tax In-Lieu of Vehicle License Fees In-Lieu
(2) Includes Property Tax In-Lieu of Sales Tax

Resolution No. 2013-_____
Date Adopted: June 11, 2013

EXHIBIT B

CITY OF MORENO VALLEY
APPROPRIATIONS (GANN) LIMITS
LIMIT CALCULATION
GENERAL FUND FY 13/14

APPROPRIATIONS SUBJECT TO THE LIMIT			
FY 2013/14 Total Revenue *			$ 77,824,933
Less: Non-Proceeds of Tax			18,313,849
A) Total Appropriations Subject to the Limit			$ 59,511,085
APPROPRIATIONS LIMIT			
B) FY 2012/13 Appropriations Limit			$ 93,811,748
C) Change Factor **	% Increase	Factor	
Cost of Living Adjustment - CPI	5.12	1.0512	
Population Adjustment - PA	1.23	1.0123	
Change Factor (CPI x PA)		1.0641	
D) Increase in Appropriations Limit			6,013,333
E) FY 2013-14 Appropriations Limit (B x C)			$ 99,825,081
REMAINING APPROPRIATIONS CAPACITY (E - A)			$ 40,313,997
Remaining Capacity as a Percent of the FY 2013/14 Appropriations Limit			40.38

* Revenues based upon FY 2013/14 Proposed Budget

** State Department of Finance
Percent of Change in California Per Capita Income
Percent of Change in City of Moreno Valley Population

Resolution No. 2013-_____
Date Adopted: June 11, 2013

EXHIBIT C

CITY OF MORENO VALLEY
SUMMARY OF ANNUAL APPROPRIATION (GANN) LIMITS
GENERAL FUND AND COMMUNITY SERVICES DISTRICT

			GENERAL FUND			COMMUNITY SERVICES DISTRICT		
FISCAL YEAR	COST OF LIVING CHANGE	POPULATION CHANGE	APPROPRIATIONS LIMIT	APPROPRIATIONS SUBJECT TO THE LIMIT	REMAINING CAPACITY	APPROPRIATIONS LIMIT	APPROPRIATIONS SUBJECT TO THE LIMIT	REMAINING CAPACITY
1984/85	-	-	$8,000,000	$1,489,525	$6,510,475	$1,000,000	$225,224	$774,776
1985/86	3.74%	-	$8,299,200	$5,801,524	$2,497,676	$1,037,400	$366,257	$671,143
1986/87	2.30%	13.34%	$10,739,623	$7,182,998	$3,556,625	$1,730,616	$571,404	$1,159,212
1987/88	3.40%	21.27%	$13,419,869	$8,186,487	$5,233,382	$2,162,519	$514,685	$1,647,834
1988/89	3.93%	13.98%	$15,897,098	$9,117,625	$6,779,473	$2,561,707	$595,770	$1,965,937
1989/90	4.98%	11.53%	$18,612,989	$10,193,243	$8,419,746	$2,999,354	$973,431	$2,025,923
1990/91	4.21%	12.34%	$21,790,136	$12,168,319	$9,621,817	$3,511,329	$1,447,368	$2,063,961
1991/92	4.14%	9.53%	$25,184,125	$12,702,824	$12,481,301	$4,058,248	$1,068,016	$2,990,232
1992/93	-0.64%	4.74%	$26,209,119	$21,751,950	$4,457,169	$4,223,419	$1,127,115	$3,096,304
1993/94	2.72%	3.69%	$27,915,333	$22,167,783	$5,747,550	$4,498,364	$1,090,166	$3,408,198
1994/95	0.71%	2.56%	$28,833,747	$22,191,470	$6,642,277	$4,646,360	$839,650	$3,806,710
1995/96	4.72%	2.66%	$30,999,161	$21,770,020	$9,229,141	$4,995,302	$1,018,520	$3,976,782
1996/97	4.67%	1.91%	$33,066,805	$22,117,750	$10,949,055	$5,328,489	$952,480	$4,376,009
1997/98	4.67%	0.19%	$34,677,158	$22,635,500	$12,041,658	$5,587,986	$952,480	$4,635,506
1998/99	4.15%	4.44%	$37,718,345	$23,919,000	$13,799,345	$6,078,052	$1,000,500	$5,077,552
1999/00	4.53%	2.29%	$40,328,454	$26,298,904	$14,029,550	$6,498,653	$1,796,366	$4,702,287
2000/01	4.91%	3.36%	$43,728,143	$27,701,784	$16,026,359	$7,046,489	$1,831,589	$5,214,900
2001/02	7.82%	5.68%	$49,823,846	$30,910,955	$18,912,891	$8,028,770	$2,074,425	$5,954,345
2002/03	-1.27%	3.88%	$51,099,336	$34,456,312	$16,643,024	$8,234,307	$2,244,708	$5,989,599
2003/04	2.31%	3.72%	$54,226,615	$37,805,936	$16,420,679	$8,738,247	$2,465,590	$6,272,657
2004/05	3.28%	4.17%	$58,342,415	$42,094,636	$16,247,779	$9,401,480	$2,727,571	$6,673,909
2005/06	5.26%	6.59%	$65,460,190	$48,100,800	$17,359,390	$10,548,461	$3,016,336	$7,532,125
2006/07	3.96%	5.59%	$71,855,651	$59,592,475	$12,263,176	$11,579,046	$3,987,532	$7,591,514
2007/08	4.42%	3.38%	$77,568,175	$72,653,027	$4,915,148	$12,499,580	$4,615,504	$7,884,076
2008/09	4.29%	2.79%	$83,153,084	$68,506,576	$14,646,508	$13,399,550	$4,685,689	$8,713,861
2009/10	0.62%	1.83%	$85,198,650	$56,124,960	$29,073,690	$13,729,179	$4,108,012	$9,621,167
2010/11	-2.54%	1.40%	$84,193,306	$50,777,288	$33,416,018	$13,567,175	$3,059,579	$10,507,596
2011/12	2.51%	3.66%	$89,463,807	$54,120,708	$35,343,099	$14,416,480	$3,146,478	$11,270,002
2012/13	3.77%	1.05%	$93,811,748	$57,930,634	$35,881,114	$15,117,121	$3,146,049	$11,971,072
2013/14	5.12%	1.23%	$99,825,081	$59,511,085	$40,313,996	$16,086,128	$3,193,939	$12,892,189

MV00204631

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in their capacity as the President and Board Members of the Moreno Valley Community Services District

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: PUBLIC HEARING AND ADOPTION OF RESOLUTION ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT FOR FISCAL YEAR 2013-14

RECOMMENDED ACTION

Recommendations: That the CSD:

1. Conduct a Public Hearing to receive public comments on the Moreno Valley Community Services District's appropriations limit for Fiscal Year 2013-14.

2. Adopt Resolution No. CSD 2013-12 establishing the appropriations limit at $16,086,128 for the Moreno Valley Community Services District for Fiscal Year 2013-14.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

On November 6, 1979, California voters approved the Gann Spending Limitation Initiative (Proposition 4) establishing Article XIIIB of the State Constitution. Article XIIIB sets limits on the amount of tax revenues that the State and most local governments can appropriate within a given fiscal year. Its basic provisions are as follows:

- Each year, the State and local governments must adopt a resolution establishing an appropriations limit, also known as the "Gann Limit". Fiscal Year 1984-85

appropriations serve as the base for this limit, with adjustments being made annually to reflect increases in population, the cost of living, and financial responsibility transfers.

- Only tax proceeds are subject to the limit. Charges for services, regulatory fees, grants, loans, donations and other non-tax proceeds are not subject to the limit. Exemptions are also made for voter-approved debt, debt that existed prior to January 1, 1979, and for the cost of compliance with court or Federal government mandates.

- All tax revenues received in excess of the appropriations limit must be refunded to taxpayers within a two-year period.

- The voters may approve an increase in the appropriations limit. For the increase to remain in effect, however, it must be re-approved by voters at four-year intervals.

On June 5, 1990, California voters approved the Traffic Congestion Relief and Spending Limitation Act (Proposition 111), which made various amendments to Article XIIIB of the State Constitution. The major changes, which became effective July 1, 1990, are as follows:

- The change in the cost of living is defined to be either the change in California per capita personal income or the change in assessed valuation due to the addition of non-residential new construction. Previously, the change in the cost of living was defined as the lesser of the change in the U.S. Consumer Price Index or the change in California per capita personal income.

- The change in population is defined as either a change in the City's population or a change in the County's population, whichever is greater.

- "Qualified capital outlay projects" were added to the items exempted from the appropriations limit. Qualified capital outlay projects must have a useful life of ten or more years and a cost that equals or exceeds $100,000.

- Tax revenues received in excess of the appropriations limit must be refunded to taxpayers only if the limit is exceeded over a two-year period.

- The annual calculation of the appropriations limit must be reviewed as part of the City's annual financial audit.

DISCUSSION

The information used to calculate the Fiscal Year 2013-14 appropriations limit for the Moreno Valley Community Services District (District) is presented in Exhibit A, Proceeds of Tax Calculation and Exhibit B, Appropriations (Gann) Limit Calculation. The District's

appropriations limit for Fiscal Year 2012-13 was $15,117,121. The change factor allowed by Proposition 111 due to population and cost of living changes is 1.0641. This results in a Fiscal Year 2013-14 appropriations limit of $16,086,128.

As previously indicated, Proposition 111 provides several options for calculating increases in the appropriations limit. With respect to the change in population, the increase in the County's population was used since it was greater than the growth reported for the City (+1.23% vs. +.53%).

With respect to the change in the cost-of-living criterion, the change in California per capita personal income (+5.12%) was used, as the change in non-residential assessed valuation information is not yet available from the County.

The total projected revenue proceeds from the District are $17,146,645. Of this amount, $3,193,939 is identified as coming from tax proceeds, while $13,952,706 is identified as coming from non-tax proceeds. Exhibit A provides a breakdown of budgeted revenues and their classification as tax proceeds or non-tax proceeds.

The Fiscal Year 2013-14 Preliminary Base Operating Budget contains appropriations subject to the limitation of $3,193,939. This amount is $12,892,189 below the District's legal appropriations limit of $16,086,128.

ALTERNATIVES

The following alternatives are available to the Board:

1. Adopt proposed resolution establishing the District's Fiscal Year 2013-14 appropriations limit at $16,086,128.

2. Provide staff with further direction.

Staff recommends Alternative No. 1.

FISCAL IMPACT

There is no fiscal impact. The District is safely within its legal appropriations limit for Fiscal Year 2013-14.

CITY COUNCIL GOALS

None applicable

SUMMARY

Each year the Moreno Valley Community Services District (District) is required to adopt a resolution establishing a limit on its appropriations of tax proceeds. The Traffic

Congestion Relief and Spending Limitation Act (Proposition 111), approved by the voters on June 5, 1990, changed some of the factors used in the calculation of this limit. For Fiscal Year 2013-14, the District's appropriations limit is calculated to be $16,086,128. The District's Preliminary Base Operating Budget contains appropriations subject to the limit totaling $3,193,939. Therefore, the portion of the Fiscal Year 2013-14 Preliminary Base Operating Budget subject to the limit is $12,892,189 less than the District's Fiscal Year 2013-14 appropriations limit.

NOTIFICATION

This agenda item on the Fiscal Year 2013-14 Appropriations ("Gann") Limit was properly noticed as a Public Hearing.

ATTACHMENTS/EXHIBITS

Attachment 1: Proposed Resolution
Exhibit A: Proceeds of Tax Calculation
Exhibit B: Appropriations (Gann) Limit Calculation
Exhibit C: Summary of Annual Appropriation (Gann) Limits

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. CSD 2013-12

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2013-14

WHEREAS, Article XIIIB of the California Constitution and Section 7910 of the California Government Code require that each year the Moreno Valley Community Services District (District) shall by resolution, establish an appropriations limit for the District for the following fiscal year; and

WHEREAS, the City Council, acting in its capacity as the Board of Directors of the District, has received the Preliminary Base Operating Budget for Fiscal Year 2013-14, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said budget contains the estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the District; and

WHEREAS, the District's Financial & Management Services Department has heretofore prepared and submitted data and documentation required for and to be used in the determination of certain matters and for the establishment of an appropriations limit for the District for Fiscal Year 2013-14 and such data and documentation has been available to the public for at least fifteen days prior to adoption of this Resolution; and

WHEREAS, the City Council, acting in its capacity as the Board of Directors of the District, has considered pertinent data and documentation and made such determinations as may be required by law, and has adopted this Resolution at a regularly scheduled meeting of the Board of Directors of the District.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

1. That the appropriations limit for the Moreno Valley Community Services District for Fiscal Year 2013-14 is hereby established at $16,086,128 and the total annual appropriations subject to such limitation for Fiscal Year 2013-14 is estimated to be $3,193,939.

2. The District's Board of Directors hereby adopts the findings and methods of calculations set forth in Exhibit A, the Proceeds of Tax Calculation, Exhibit B, the Appropriation (Gann) Limit Calculation, and Exhibit C, the Summary of Annual Appropriation (Gann) Limits. To the extent permitted by applicable law, the District reserves the right to change or revise any gross factors associated with the calculation of the limit established pursuant to Article XIIIB of the California Constitution if such changes or revisions would result in a more advantageous

appropriations limit in the present or future.

3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2013, the City Clerk, acting in the capacity of Secretary of the Moreno Valley Community Services District, shall file a copy of this Resolution with the Auditor of the County of Riverside.

4. Within fifteen days after the adoption of this Resolution, the City Clerk, acting in the capacity of Secretary of the Moreno Valley Community Services District, shall certify to the adoption thereof and, as so certified, cause a copy to be posted in at least three public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon the date of its adoption.

APPROVED AND ADOPTED this 11th day of June, 2013.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

_____
City Clerk, acting in the capacity
of Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

MV00204637

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2013-12 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 11th day of June, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

_____

SECRETARY

(SEAL)

MV00204638

EXHIBIT A

CITY OF MORENO VALLEY
APPROPRIATIONS (GANN) LIMIT
PROCEEDS OF TAX CALCULATION
COMMUNITY SERVICES DISTRICT FY 13/14

REVENUE SOURCE	BUDGETED PROCEEDS OF TAX	BUDGETED NON-PROCEEDS OF TAX	TOTAL REVENUE
Taxes			
Zone A - Parks & Recreation	$ 1,709,000		$ 1,709,000
Zone B - Residential Lights	85,300		85,300
Zone C - Arterial Lights	110,000		110,000
Zone L - Library Services	1,284,000		1,284,000
Fees			
Zone A - Parks & Recreation		6,526,022	6,526,022
Zone B - Residential Lights		984,000	984,000
Zone C - Arterial Lights		530,500	530,500
Zone D - Standard Landscaping		1,188,600	1,188,600
Zone E - Extensive Landscaping		2,466,909	2,466,909
Zone L - Library Services		68,000	68,000
Zone M - Median Fund		200,700	200,700
Miscellaneous			
Zone A - Parks & Recreation		18,100	18,100
Zone L - Library Services		2,000	2,000
Transfers In			
Zone A - Parks & Recreation		424,136	424,136
Zone B - Residential Lights		608,000	608,000
Zone C - Arterial Lights		288,000	288,000
Zone L - Library Services		519,708	519,708
Zone M - Median Fund		103,400	103,400
Total	$ 3,188,300	$ 13,928,075	$ 17,116,375
% of Total	18.63	81.37	100.00
Allocation of Interest *	5,639	24,631	30,270
Adjusted Total	$ 3,193,939	$ 13,952,706	$ 17,146,645

Interest consists of the following:
Zone A - $25,000
Zone B - $0
Zone C - $0
Zone D - $515
Zone E - $4,346
Zone L - $0
Zone M - $409

Revenues are based upon FY 2013/14 Proposed Budget

Resolution No. CSD 2013-___
Date Adopted: June 11, 2013

EXHIBIT B

CITY OF MORENO VALLEY
APPROPRIATIONS (GANN) LIMITS
LIMIT CALCULATION
COMMUNITY SERVICES DISTRICT FY 13/14

APPROPRIATIONS SUBJECT TO THE LIMIT			
FY 2013/14 Total Revenue *			$ 17,146,645
Less: Non-Proceeds of Tax			13,952,706
A) Total Appropriations Subject to the Limit			$ 3,193,939
APPROPRIATIONS LIMIT			
B) FY 2012/13 Appropriations Limit			15,117,121
C) Change Factor **	% Increase	Factor	
Cost of Living Adjustment - CPI	5.12	1.0512	
Population Adjustment - PA	1.23	1.0123	
Change Factor (CPI x PA)		1.0641	
D) Increase in Appropriations Limit			969,007
E) FY 2013/14 Appropriations Limit (B x C)			$ 16,086,128
REMAINING APPROPRIATIONS CAPACITY (E - A)			$ 12,892,189
Remaining Capacity as a Percent of the FY 2013/14 Appropriations Limit			80.14

* Revenues based upon FY 2013/14 Proposed Budget

** State Department of Finance
Percent of Change in California Per Capita Income
Percent of Change in City of Moreno Valley Population

Resolution No. CSD 2013-____
Date Adopted: June 11, 2013

EXHIBIT C

CITY OF MORENO VALLEY
SUMMARY OF ANNUAL APPROPRIATION (GANN) LIMITS
GENERAL FUND AND COMMUNITY SERVICES DISTRICT

			GENERAL FUND			COMMUNITY SERVICES DISTRICT		
FISCAL YEAR	COST OF LIVING CHANGE	POPULATION CHANGE	APPROPRIATIONS LIMIT	APPROPRIATIONS SUBJECT TO THE LIMIT	REMAINING CAPACITY	APPROPRIATIONS LIMIT	APPROPRIATIONS SUBJECT TO THE LIMIT	REMAINING CAPACITY
1984/85	-	-	$8,000,000	$1,489,525	$6,510,475	$1,000,000	$225,224	$774,776
1985/86	3.74%	-	$8,299,200	$5,801,524	$2,497,676	$1,037,400	$366,257	$671,143
1986/87	2.30%	13.34%	$10,739,623	$7,182,998	$3,556,625	$1,730,616	$571,404	$1,159,212
1987/88	3.40%	21.27%	$13,419,869	$8,186,487	$5,233,382	$2,162,519	$514,685	$1,647,834
1988/89	3.93%	13.98%	$15,897,098	$9,117,625	$6,779,473	$2,561,707	$595,770	$1,965,937
1989/90	4.98%	11.53%	$18,612,989	$10,193,243	$8,419,746	$2,999,354	$973,431	$2,025,923
1990/91	4.21%	12.34%	$21,790,136	$12,168,319	$9,621,817	$3,511,329	$1,447,368	$2,063,961
1991/92	4.14%	9.53%	$25,184,125	$12,702,824	$12,481,301	$4,058,248	$1,068,016	$2,990,232
1992/93	-0.64%	4.74%	$26,209,119	$21,751,950	$4,457,169	$4,223,419	$1,127,115	$3,096,304
1993/94	2.72%	3.69%	$27,915,333	$22,167,783	$5,747,550	$4,498,364	$1,090,166	$3,408,198
1994/95	0.71%	2.56%	$28,833,747	$22,191,470	$6,642,277	$4,646,360	$839,650	$3,806,710
1995/96	4.72%	2.66%	$30,999,161	$21,770,020	$9,229,141	$4,995,302	$1,018,520	$3,976,782
1996/97	4.67%	1.91%	$33,066,805	$22,117,750	$10,949,055	$5,328,489	$952,480	$4,376,009
1997/98	4.67%	0.19%	$34,677,158	$22,635,500	$12,041,658	$5,587,986	$952,480	$4,635,506
1998/99	4.15%	4.44%	$37,718,345	$23,919,000	$13,799,345	$6,078,052	$1,000,500	$5,077,552
1999/00	4.53%	2.29%	$40,328,454	$26,298,904	$14,029,550	$6,498,653	$1,796,366	$4,702,287
2000/01	4.91%	3.36%	$43,728,143	$27,701,784	$16,026,359	$7,046,489	$1,831,589	$5,214,900
2001/02	7.82%	5.68%	$49,823,846	$30,910,955	$18,912,891	$8,028,770	$2,074,425	$5,954,345
2002/03	-1.27%	3.88%	$51,099,336	$34,456,312	$16,643,024	$8,234,307	$2,244,708	$5,989,599
2003/04	2.31%	3.72%	$54,226,615	$37,805,936	$16,420,679	$8,738,247	$2,465,590	$6,272,657
2004/05	3.28%	4.17%	$58,342,415	$42,094,636	$16,247,779	$9,401,480	$2,727,571	$6,673,909
2005/06	5.26%	6.59%	$65,460,190	$48,100,800	$17,359,390	$10,548,461	$3,016,336	$7,532,125
2006/07	3.96%	5.59%	$71,855,651	$59,592,475	$12,263,176	$11,579,046	$3,987,532	$7,591,514
2007/08	4.42%	3.38%	$77,568,175	$72,653,027	$4,915,148	$12,499,580	$4,615,504	$7,884,076
2008/09	4.29%	2.79%	$83,153,084	$68,506,576	$14,646,508	$13,399,550	$4,685,689	$8,713,861
2009/10	0.62%	1.83%	$85,198,650	$56,124,960	$29,073,690	$13,729,179	$4,108,012	$9,621,167
2010/11	-2.54%	1.40%	$84,193,306	$50,777,288	$33,416,018	$13,567,175	$3,059,579	$10,507,596
2011/12	2.51%	3.66%	$89,463,807	$54,120,708	$35,343,099	$14,416,480	$3,146,478	$11,270,002
2012/13	3.77%	1.05%	$93,811,748	$57,930,634	$35,881,114	$15,117,121	$3,146,049	$11,971,072
2012/13	5.12%	1.23%	$99,825,081	$59,511,085	$40,313,996	$16,086,128	$3,193,939	$12,892,189

Resolution No. CSD 2013-____
Date Adopted: June 11, 2013

MV00204641

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: John C. Terell, Interim Community & Economic Development Director

AGENDA DATE: June 11, 2013

TITLE: ADOPTION OF AN ENERGY EFFICIENCY REVOLVING FUND POLICY THAT IS CONSISTENT WITH THE CITY'S SOUTHERN CALIFORNIA EDISON GRANT PROJECT PA12-0027. THE POLICY PROVIDES A STRUCTURED AND COST EFFECTIVE APPROACH FOR FUNDING OF FUTURE ENERGY EFFICIENCY PROJECTS

RECOMMENDED ACTION

Recommendations: That the City Council:

1. **RECOGNIZE** that the Energy Efficiency Revolving Fund Case No. PA12-0027 will not have a significant effect on the environment and is therefore exempt from the provisions of the California Environmental Quality Act (CEQA), per CEQA Guidelines Section 15061 as defined by Section 15378.

2. **AUTHORIZE** the transfer and appropriation of $59,756.34 from General Fund fund balance to a new Energy Efficiency Revolving Fund with direction to staff to provide a report to City Council annually to account for the expenditure and results of the expenditure of Energy Fund monies.

3. **APPROVE** Resolution No. 2013-35 approving the Energy Efficiency Revolving Fund Project PA12-0027 based on the findings in the City Council Resolution.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable

BACKGROUND

At this time, the City has used funding from two grants for energy efficiency and conservation efforts. These grants include the Energy Efficiency and Conservation Block Grant (EECBG) funding and Southern California Edison Strategic Plan Implementation funding. The City used EECBG funds for a number of municipal energy upgrade projects, including the heating/air conditioning system retrofit and the solar film project for our City Hall building. In addition, the use of these funds has included the preparation of a Greenhouse Gas Emissions Inventory and development of the Energy Efficiency and Climate Action Strategy. The EECBG funding of these efforts began in November 2009 and ended on October 21, 2012. Building on this effort, the City applied for and received funding under the Southern California Edison (SCE) Strategic Plan Implementation. On February 22, 2011, the City Council accepted the Southern California Edison Local Government Strategic Plan Implementation funding (also referred to by SCE as a "strategic solicitation"). The strategic solicitation provides up to $375,477 in funds to complete seven different tasks related to energy efficiency, including the use of existing staff resources to complete an Energy Efficiency Fund Policy.

DISCUSSION

One of the required tasks under the SCE strategic solicitation is to prepare a policy for an Energy Efficiency Revolving Fund. Towards this end, Planning staff prepared a research report for Southern California Edison regarding existing revolving funds in other cities. Staff convened internal meetings involving several departments to develop this policy.

As part of the Policy an Energy Efficiency Fund Review Committee will be established to determine the projects that would receive funding. The Committee shall be comprised of six members. The members will include the Department Head or designated Division Manager from each the following departments: Community and Economic Development Department - Planning Division, Financial and Management Services Department, Parks and Community Services Department, Moreno Valley Utility, Public Works – Capital Projects Division, and Administrative Services Department - Facilities Maintenance.

Based on staff's review of the revolving funds of other cities, it is important to have a source of "seed money" for the fund. To date, the City has received a total of $59,756.34 in rebates from energy projects related to the EECBG related projects. In addition, there is a pending $32,000 rebate from the City's utility. Staff proposes to use these existing funds as the "seed money". Currently the seed money has been in the General Fund under an account labeled energy rebates, once the Energy Efficiency

Revolving Fund is established the existing rebate monies will be transferred into the new account.

The Policy would provide for future funding for energy efficiency efforts from 100% of energy efficiency rebates and incentives received from utilities and 50% of the actual energy savings recorded for the first two operational years for completed energy efficiency projects. The utilities include, but are not limited to Southern California Edison, the Moreno Valley Utility, Southern California Gas Company, or other agencies. The Planning Division of Community and Economic Development will be responsible for administering the Fund, and coordinating with the Financial and Management Services Department.

To date, the completed energy efficiency projects have contributed to the City having savings in kilowatt energy and greenhouse gases. An example of an energy efficient project is the City Hall Building. The City Hall improvements include a new HVAC system, window tinting, and energy efficient lighting. Comparing a 10 month period prior to these improvements and the same 10 month period after the completion of the improvements City Hall has saved approximately 171,840 kWh equaling a monetary savings of $24,332.54. The monetary savings are anticipated to increase as utility rates increase in the future. Although not yet calculated, energy savings translate directly into reductions in greenhouse gases and air pollution from energy generation. By reinvesting some of these savings in additional energy efficiency projects the intent is to continue City efforts to reduce its energy use, resulting in additional environmental and monetary benefits to the community.

The proposed Policy implements Goal/Policy No. B16 (Establishing an energy efficient revolving fund) from the Energy Efficiency and Climate Action Plan adopted by the City Council on October 9, 2012. The Policy exemplifies one of the major thrusts of the Strategy, namely to have the City lead by example on energy efficiency improvements.

ALTERNATIVES

1. Adopt a California Environmental Quality Act (CEQA) exemption for Project PA12-0027 Energy Efficiency Revolving Fund under Section 15061 (b)(3) of the CEQA Guidelines, in that this project will not have the potential to cause a significant adverse effect on the environment; approve the proposed City Council Resolution thereby approving the Energy Efficiency Revolving Fund Case No. PA12-0027; and authorize transferring and appropriation of $59,756.34 from General Fund fund balance to the new Energy Efficiency Revolving Fund based on the findings in the City Council Resolution. **Staff recommends this alternative.**

2. Do not adopt a California Environmental Quality Act (CEQA) exemption for Project PA12-0027 Energy Efficiency Revolving Fund, in that this project will not have the potential to cause a significant adverse effect on the environment; do not approve the proposed City Council Resolution; and do not authorize an appropriation for a transfer of $59,756.34 from General Fund fund balance to the

new Energy Efficiency Revolving Fund, based on the findings in the City Council Resolution. **Staff does not recommend this alternative.**

FISCAL IMPACT

No direct fiscal impact, since the monies collected as part of the Energy Efficiency Revolving Fund will come from energy efficiency rebates, incentives and from actual cost savings. The monies collected will be used to fund future energy retrofit projects, producing future long-term reductions in City energy costs.

Proposed Appropriation Transfer between Funds:

Transfer

Cat.	Fund	GL Account No. (GL)	Type	Proposed Adjustment
Transfer Out	General Fund	1010-99-99-91010-90XXXX	Expense	$59,756.34
Transfer In	NEW – Efficiency Revolving Fund	XXXX-99-99-9XXXX-801010	Revenue	$59,756.34

Budget Appropriation

Cat.	Fund	GL Account No. (GL)	Type	Original Budget	Proposed Adjustment	Revised Budget
Transfer Out	General Fund	1010-99-99-91010-90XXXX	Expense	0	$59,756	$59,756
Transfer In	NEW	XXXX-99-99-9XXXX-801010	Revenue	0	$59,756	$59,756

CITY COUNCIL GOALS

Community Image, Neighborhood Pride and Cleanliness. Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

SUMMARY

The purpose of the Energy Efficiency Fund is to provide a structured and cost effective approach for funding future cost-effective energy efficiency projects in conjunction with the continuing pursuit of utility rebates and incentives. The intent is for the fund to be

self-sustaining based on rebates and incentives received, and from a portion of the energy savings achieved, by energy efficiency projects.

NOTIFICATION

Posting of the Agenda.

ATTACHMENTS

1. Proposed Resolution
2. Energy Efficiency Fund Policy

Prepared By:
Gabriel Diaz
Associate Planner

Department Head Approval:
John C. Terell
Interim Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE ENERGY EFFICIENCY REVOLVING FUND POLICY (PA12-0027). THE POLICY PROVIDES A STRUCTURED AND COST EFFECTIVE APPROACH FOR FUNDING OF FUTURE ENERGY EFFICIENCY PROJECTS

WHEREAS, the City of Moreno Valley has filed an application for the approval of the Energy Efficiency Revolving Fund Policy (PA12-0027), as described in the title of this Resolution; and

WHEREAS, on June 11, 2013, the City Council of the City of Moreno Valley held a meeting to consider the application; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented during the above-referenced public hearing meeting, including written and oral staff reports, and the record from the public hearing, the City Council hereby specifically finds that:

1. Conformance with General Plan Policies – The Energy Efficiency Revolving Fund Policy is consistent with the General Plan, and its goals, objectives, policies and programs, and with any applicable specific plan.

   FACT: The proposed Energy Efficiency Revolving Fund Policy is consistent with, and does not conflict with the goals, objectives, policies, and programs established within the General Plan or any specific plan. The proposed Energy Efficiency Revolving Fund is to provide a structured and cost effective approach for funding future cost-effective energy efficiency projects in conjunction with the continuing pursuit of utility rebates and incentives. The intent is for the fund to be self-sustaining based on rebates and incentives received, and from a portion of the energy savings achieved, by energy efficiency projects.

2. Health, Safety and Welfare – The Energy Efficiency Revolving Fund Policy will not be detrimental to the public health, safety or general welfare.

FACT: The proposed Energy Efficiency Revolving Fund Policy does not have the potential to adversely affect the public health, safety or welfare of the residents of the City of Moreno Valley or surrounding jurisdictions. The Energy Efficiency Revolving Fund Policy with administrative goals, objectives, and policies, would not cause a physical effect on the environment. The proposed Energy Efficient Revolving Fund Policy will only improve the Health, Safety and Welfare.

3. Conformance with Zoning Regulations – The proposed Energy Efficiency Revolving Fund Policy is consistent with the purpose and intent of Title 9.

   FACT: The Energy Efficiency Revolving Fund Policy provides for a consistent set of goals, objectives, policies, and programs that are compatible with the purpose and intent of Title 9. The proposed Energy Efficiency Revolving Fund Policy enhances the meaning of some sections of Title 9. As such, it furthers the specific purpose and intent of Title 9 to "implement the goals, objectives, policies and programs of the Moreno Valley General Plan and manage future growth and change in accordance with that plan."

BE IT FURTHER RESOLVED that the City Council of the City of Moreno Valley HEREBY APPROVES Resolution No. 2013-35, approving PA12-0027, thereby establishing The Energy Efficiency Revolving Fund, as described in the title of this resolution.

APPROVED AND ADOPTED this 11th day of June, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00204648

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-35 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

City of Moreno Valley

Energy Efficiency Fund Policy

PURPOSE: The purpose of the Energy Efficiency Fund is to provide a structured and cost effective approach for funding future cost-effective energy efficiency projects in conjunction with the continuing pursuit of utility rebates and incentives. The intent is for the fund to be self-sustaining based on rebates and incentives received, and from a portion of the energy savings achieved, by energy efficiency projects.

DEFINITIONS:
City Facility: A facility owned and operated (or leased by) the City of Moreno Valley.
Energy Efficiency Account: Appropriation for energy used at a City Entity where an Energy Project was implemented.
Energy Efficiency Fund (EEF): An established account in the Financial and Management Services Department of the City of Moreno Valley, which is dedicated to the sole purpose of energy efficiency.
Energy Efficiency Project: A construction or renovation project related to or including energy efficiency or renewable energy improvements. This would include new construction projects or retro-fits that receive a Southern California Edison or Moreno Valley Utility rebate or Savings by Design rebate (SCE).
Rebates: Rebates are refunds of monies for the completion of energy efficiency projects or purchase of an energy saving item (Example: Lights, HVAC, refrigerator, etc.). The rebates could be from any utility, and would include, but not be limited to, Southern California Edison, the Moreno Valley Utility, or Southern California Gas Company. The rebates are not regarded as repayment to the Fund.
Incentives: Incentives could range from refunds of monies or a reduction on the rate paid on energy bill for an effort made to save kilowatts. Incentives are based on kilowatts saved. The incentive could be from any utility, and would include, but not be limited to, Southern California Edison, the Moreno Valley Utility, or Southern California Gas Company. The rebates are not regarded as repayment to the Fund

Responsibilities:
The following Departments/Divisions will have a role in the process with the following primary responsibilities.

1. Community Economic Development Department – Planning Division – Coordinate with affected departments on energy/solar audits, projects, rebate applications and implementation. Facilitate and track fund transfers and deposits to the Energy Efficiency Fund.
2. Finance and Management Services Department – Deposit rebates and incentives; Track and report on rebate/incentive deposits and fund transfers to the Energy Efficiency Fund.
3. Administrative Services Department – Facilities Maintenance – Coordinate with Planning Division staff regarding energy/solar audits, rebate applications, and energy project implementation for their projects.
4. Public Works – City Electric Utility – The City Utility provides access to monitoring information for electricity use for City owned facilities.
5. Public Works – Capital Projects Division – Coordinate with Planning Division staff regarding energy/solar audits, rebate applications, and energy project implementation for their projects.
6. Parks and Community Services Department – Coordinate with Planning Division staff regarding energy/solar audits, rebate applications, and energy project implementation for their projects.

POLICY:

I. The City will deposit all rebates and incentives received from utilities for the purpose of energy efficiency related improvements to the established Energy Efficiency Fund. The utilities include, but are not limited to Southern California Edison, the Moreno Valley Utility, Southern California Gas Company, or other agencies.

Energy Efficiency Fund Policy

A. Energy efficiency projects include projects involving energy efficiency improvements that may be funded in whole or in part from Local, Federal or State funds, and/or the City's Energy Efficiency Fund.

B. The Fund shall not be used for energy efficiency improvements if other sources of funding are available.

II. Fifty-percent of energy savings from energy efficiency projects shall be deposited to the Energy Efficiency Fund for a period of two years following installation and completion of each project. This deposit requirement shall not apply to new construction projects.

A. For the calculation of savings, the savings will be determined based on a comparison of the energy usage prior to beginning work on the energy efficiency project to the energy usage following completion of the project. The baseline year calculation is the 12 month period of energy usage prior to the installation of the energy improvements. The after installation usage will be the energy used in the 12 months after installation is complete. The after installation usage will begin from the month following project completion (First full month on the utility bill with the energy improvement).

The savings will be calculated as the difference between the baseline year kWh (kilowatt hour) and the after installation year kWh (Baseline Year kWh - Year 1 or Year 2 Kwh). Once the kWh savings for year one and or year two are established the average cost per kWh is established. The average cost per kWh is the total 12 month cost divided by the total 12 month kWh of the utility bill (Total 12 month Cost/Total 12 month kWh). The average energy savings cost will be the difference between the baseline year and year 1 or year 2 kWh savings multiplied by the average cost per kWh in year 1 or year 2.

B. The monies will be deposited to the fund prior to the end of the fiscal year in which each of the first two 12-month after installation periods end.

III. Administration of Fund
The Planning Division of Community and Economic Development will be responsible for administering the Fund, and coordinating with the Financial and Management Services Department. The Planning Division will be responsible for identifying the savings for each project.

IV. An Energy Efficiency Fund Review Committee shall be established to determine the projects that would receive funding. The Committee shall be comprised of six members. The members will include the Department Head or designated Division Manager from each the following departments: Community and Economic Development Department - Planning Division, Finance and Management Services Department, Parks and Community Services Department, Moreno Valley Utility, Public Works – Capital Projects Division, and Administrative Services Department - Facilities Maintenance.

A. The Committee shall meet on a biannual basis if there are funds to be allocated.

B. The projects with the fastest estimated payback period shall be given priority.

C. An eligible project may include any construction or retro-fit project that involves energy efficiency achieving an estimated payback period of 10 years or less.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Mayor and City Council Acting in their Capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District and Mayor and City Council of the City of Moreno Valley as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley and Mayor and City Council Acting in their Capacity as Chairman and Commissioners of the Moreno Valley Housing Authority

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: ADOPTION OF FISCAL YEAR 2013/14 – 2014/15 OPERATING BUDGET

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Adopt Resolution No. 2013-44, approving the Operating Budget for the City of Moreno Valley for FY 2013/14 – 2014/15, including all applicable adjustments, pursuant to the appropriations presented in Attachment 1.

2. Approve the position control as detailed on pages 5 - 8 in the Proposed Operating Budget presented as Exhibit A.

Recommendations: That the Housing Authority:

1. Adopt Resolution No. HA 2013-03, approving the Operating Budget for the Moreno Valley Housing Authority for FY 2013/14 – 2014/15, including all applicable adjustments, pursuant to the appropriations presented in Attachment 2.

Recommendations: That the CSD:

1. Adopt Resolution No. CSD 2013-13, approving the Operating Budget for the Moreno Valley Community Services District for FY 2013/14 – 2014/15, including all applicable adjustments, pursuant to the appropriations presented in Attachment 3.

Recommendations: That the City Council as Successor Agency:

1. Adopt Resolution No. SA 2013-03, approving the Operating Budget for the City of Moreno Valley Moreno as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley for FY 2013/14 – 2014/15, including all applicable adjustments, pursuant to the appropriations presented in Attachment 4.

BACKGROUND

The Operating Budget presents projected operating revenues and expenditures for the two fiscal years: Fiscal Years (FY) 2013/14 – 2014/15. The budget includes all component units of the City, including the General Fund, Community Services District and Successor Agency.

Although the Operating Budget may include a summary of capital improvement project requests, the projects are compiled in a separate Proposed Capital Improvement Plan (CIP). The CIP is a multi-year plan that identifies and prioritizes funding for future capital improvements such as land acquisitions, buildings and infrastructure.

DISCUSSION

The General Fund has been struggling for several years with a significant budget deficit. In 2011 the City Council adopted a three-year Deficit Elimination Plan (DEP) to reduce what was at that time a $14.2 million deficit. The plan called for significant expenditure reductions combined with the strategic use of reserves in order to gauge the recovery of revenue sources used to pay for services. While the DEP was successful in reducing the deficit, it is clear that these efforts alone will not be capable of eliminating the deficit. In fact, the combination of slow growth recovery of revenues, coupled with cost additions and increases have hampered the effort.

The FY 2012/13 budget projected the General Fund deficit to be $6.5 million at the end of the fiscal year. As the proposed budget was developed that deficit grew and was considered to be structural in nature. In other words, it is not caused by one-time occurrences; the financial imbalance is on-going due to the types of expenditures that are encompassed in the General Fund.

The City Council provided direction to fully balance the General Fund in FY 2013/14. The proposed budget accomplishes this with further significant cuts. The reductions include implementation of the final stages of the DEP and approximately $7 million in reductions to public safety. It will take time to recover the over $20 million per year of revenues lost during the extended recession.

In prior years, the use of reserves to close budget gaps has maintained as much service capability as possible. Over that period, General Fund Reserves have been depleted by half; the estimated available fund balance at the end of FY 2012/13 is $22.7 million. This amount is at minimal levels for an operating fund of over $78 million. The General

Fund is the last backstop for cash flow, emergencies, grant matching and debt service payments. Without complete deficit control, reserves would be gone within 3-4 years.

The City Council has addressed the deficit in a strategic fashion. Per the Council's direction to align ongoing spending with ongoing revenues, ***the FY 2013/14 and 2014/15 Budgets are balanced and provide City services without use of Reserves to do so. This will be the first time that the City of Moreno Valley has adopted a fully balanced budget since FY 2006/07.***

Public Outreach

As part of the budget adoption process, the City Council had requested a series of discussion topics related to long-term financial issues impacting the City's General Fund. The topics occurred at City Council Study Sessions, with the intent to review and discuss details and related impacts for each issue. Information presented on these topics was posted on the City's web site following each presentation at Study Session.

March 5, 2013	Slow Growth in Major General Fund Revenue Sources
March 19, 2013	Annual Increases in Public Safety Contracts
April 2, 2013	Unfunded Liabilities – Public Employees Retirement System and Retiree Medical
April 30, 2013	Proposed Two–Year General Fund budget FY 2013/14 and FY 2014/15
May 7, 2013	Proposed Two–Year Non General Fund budget FY 2013/14 and FY 2014/15
June 4, 2013	Increased Demands on General Fund Reserves and Unfunded Liabilities

In addition, at the direction of the City Council, a series of Neighborhood Budget Meetings were scheduled the week of May 13-18 to provide additional opportunities for Moreno Valley residents to join the discussion related to the City's long term financial challenges and the Proposed Operating Budget.

Budget Adjustments

Presented in Exhibit B is a list of revenue and expense appropriations reflecting any adjustments to the initial Proposed Operating Budget presented to Council on April 30, 2013, based on Council direction from previous budget discussions and events subsequent to the presentation of the Proposed Operating Budget that have a fiscal impact. The following table provides a summary of the General Fund budget adjustments.

Proposed Operating Budget - General Fund

	FY 2013/14	FY 2014/15
Proposed Operating Budget		
Revenues	$77,839,933	$78,823,664
Expenditures	$77,773,536	$79,814,990
Subtotal	**$ 66,397**	**$ (991,326)**
Proposed Adjustments		
Revenue Adjustments	$ 52,803	$ 8,699
Expenditure Adjustments	$ (905,000)	$ (1,073,734)
Subtotal	**$ 957,803**	**$ 1,082,433**
Adjusted Operating Budget		
Revenues	$77,892,736	$78,832,363
Expenditures	$76,868,536	$78,741,256
Variance (Deficit)	**$ 1,024,200**	**$ 91,107**

Budget Adoption Actions

Resolutions Adopting the FY 2013/14 – 2014/15 Proposed Operating Budget (Attachments 1, 2, 3 and 4) - As a long-standing practice, each of the City's primary entities (the City, Community Services District, Successor Agency and Housing Authority) will adopt separate resolutions to approve their respective operating budgets.

ALTERNATIVES

1. Approve the proposed Resolutions to adopt the Fiscal Year 2013/14 – 2014/15 Operating Budget and Position Control pursuant to the revenues and expenditures presented in Exhibits A and B to the Resolutions.

2. Provide staff with further direction.

Staff recommends Alternative 1.

FISCAL IMPACT

The FY 2013/14 – 2014/15 Operating Budget provides the funding and expenditure plan for all operating funds, and does so without use of General Fund Reserves. As such, it serves as the City's financial plan for the upcoming two fiscal years. The City Council will be kept apprised of the City's financial condition through First Quarter and Mid-Year Budget Reviews. This practice has been utilized in the past and will be continued

during FY 2013/14 to ensure that the City Council is apprised of the revenue and expense progress compared to the budget. Any unexpected increases in revenue are proposed to be applied toward future program costs. Any unexpected decreases in revenue will be analyzed and addressed quickly to maintain the integrity of the budget. As a result, few service changes that deviate from the two-year budget are anticipated.

CITY COUNCIL GOALS

Revenue Diversification and Preservation. Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

ATTACHMENTS

Attachment 1: Resolution No. 2013-44, A Resolution of the City Council of the City of Moreno Valley, California, adopting the operating budget for Fiscal Years 2013/14 – 2014/15

Attachment 2: Resolution No. HA 2013-03, A Resolution of the Moreno Valley Housing Authority of the City of Moreno Valley, California, adopting the operating budget for Fiscal Years 2013/14 – 2014/15

Attachment 3: Resolution No. CSD 2013-13, A resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, adopting the operating budget for Fiscal Years 2013/14 – 2014/15

Attachment 4: Resolution No. SA 2013-03, A Resolution of the City of Moreno Valley as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, California, adopting the operating budget for Fiscal Years 2013/14 – 2014/15

Exhibit A: City of Moreno Valley Proposed Operating Budget for Fiscal Years 2013/14 – 2014/15

Exhibit B: Adjustments to the City of Moreno Valley Proposed Operating Budget for Fiscal Years 2013/14 – 2014/15

Prepared By:
Richard Teichert
Chief Financial Officer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE OPERATING BUDGET FOR FISCAL YEARS 2013/14 – 2014/15

WHEREAS, the City Manager has heretofore submitted to the City Council a Proposed Operating Budget for the City for Fiscal Years 2013/14 – 2014/15, a copy of which, as may have been amended by the City Council, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed Operating Budget contains estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the City; and

WHEREAS, the said Proposed Operating Budget contains the estimates of uses of fund balance as required to stabilize the delivery of City services during periods of operational deficits; and

WHEREAS, the City Council has made such revisions to the Proposed Operating Budget as so desired; and

WHEREAS, the Proposed Operating Budget, as herein approved, will enable the City Council to make adequate financial plans and will ensure that City officers can administer their respective functions in accordance with such plans.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The Proposed Operating Budget, as Exhibit A to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the City Council as identified in Exhibit B to this Resolution, is hereby approved and adopted as the Annual Operating Budget of the City of Moreno Valley for the Fiscal Years 2013/14 – 2014/15.

2. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal years.

3. Pursuant to Section 53901 of the California Government Code, by not later than August 30, 2013, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.

4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be

posted in at least three (3) public places within the City.

APPROVED AND ADOPTED this 11th day of June, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00204659

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-44 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

RESOLUTION NO. HA 2013-03

A RESOLUTION OF THE MORENO VALLEY HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE OPERATING BUDGET FOR FISCAL YEARS 2013/14 - 2014/15

WHEREAS, the City Manager has heretofore submitted to the Chairman and Commissioners of the Moreno Valley Housing Authority a Proposed Operating Budget for the Authority for Fiscal Years 2013/14 - 2014/15, a copy of which, as may have been amended by the Housing Authority's Board of Directors, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed Operating Budget contains estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the Housing Authority; and

WHEREAS, the said Proposed Operating Budget contains the estimates of uses of fund balance as required to stabilize the delivery of Housing Authority services; and

WHEREAS, the Chairman and Commissioners have made such revisions to the Proposed Operating Budget as so desired; and

WHEREAS, the Proposed Operating Budget, as herein approved, will enable the Housing Authority to make adequate financial plans and will ensure that Housing Authority officers can administer their respective functions in accordance with such plans.

NOW, THEREFORE, THE MORENO VALLEY HOUSING AUTHORITY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The Proposed Operating Budget, as Exhibit A to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the Chairman and Commissioners as identified in Exhibit B to this Resolution, is hereby approved and adopted as the Annual Operating Budget of the Moreno Valley Housing Authority for the Fiscal Years 2013/14 - 2014/15.

2. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal year.

3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2013, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.

4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk

shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

APPROVED AND ADOPTED this 11th day of June, 2013.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of Chairman of the
Moreno Valley Housing Authority

ATTEST:

_____
City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Housing Authority

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Housing Authority

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Housing Authority of the City of Moreno Valley, California, do hereby certify that Resolution No. HA 2013-03 was duly and regularly adopted by the Commissioners of the Moreno Valley Housing Authority at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Agency Members, Vice Chairman and Chairman)

_____

SECRETARY

(SEAL)

MV00204663

RESOLUTION NO. CSD 2013-13

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE OPERATING BUDGET FOR FISCAL YEARS 2013/14 - 2014/15

WHEREAS, the City Manager has heretofore submitted to the President and Board Members of the Moreno Valley Community Services District a Proposed Operating Budget for the District for Fiscal Years 2013/14 - 2014/15, a copy of which, as may have been amended by the District's Board of Directors, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed Operating Budget contains estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the Community Services District; and

WHEREAS, the said Proposed Operating Budget contains the estimates of uses of fund balance as required to stabilize the delivery of CSD services during periods of operational deficits; and

WHEREAS, the President and Board of Directors have made such revisions to the Proposed Operating Budget as so desired; and

WHEREAS, the Proposed Operating Budget, as herein approved, will enable the Community Services District to make adequate financial plans and will ensure that District officers can administer their respective functions in accordance with such plans.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The Proposed Operating Budget, as Exhibit A to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the Community Services District's Board of Directors as identified in Exhibit B to this Resolution, is hereby approved and adopted as the Annual Operating Budget of the Moreno Valley Community Services District for the Fiscal Years 2013/14 - 2014/15.

2. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal year.

3. Pursuant to Section 61047 of the California Government Code, compensation for the City Council acting in the capacity of the Directors of the Community Services District, shall be $100 per meeting or for each day's service

rendered as a Director, not to exceed six days or $600 in any calendar month. In addition, the Directors shall be compensated for actual and necessary traveling and incidental expenses incurred while on official business.

4. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2013, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.

5. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

APPROVED AND ADOPTED this 11th day of June, 2013.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

_____
City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2013-13 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 11th day of June, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

_____

SECRETARY

(SEAL)

MV00204666

RESOLUTION NO. SA 2013-03

A RESOLUTION OF THE CITY OF MORENO VALLEY AS SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, ADOPTING THE OPERATING BUDGET FOR FISCAL YEARS 2013/14 - 2014/15

WHEREAS, the City Manager has heretofore submitted to the Mayor and City Council of the City of Moreno Valley as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley a Proposed Operating Budget for the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley for Fiscal Years 2013/14 - 2014/15, a copy of which, as may have been amended by the City Council, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed Operating Budget contains estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the Successor Agency; and

WHEREAS, the said Proposed Operating Budget contains the estimates of uses of fund balance as required to stabilize the delivery of Successor Agency services; and

WHEREAS, the Mayor and City Council have made such revisions to the Proposed Operating Budget as so desired; and

WHEREAS, the Proposed Operating Budget, as herein approved, will enable the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley to make adequate financial plans and will ensure that City officers can administer their respective functions in accordance with such plans.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The Proposed Operating Budget, as Exhibit A to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the City Council as identified in Exhibit B to this Resolution, is hereby approved and adopted as the Annual Operating Budget of the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley for the Fiscal Years 2013/14 – 2014/15.

2. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal year.

3. Pursuant to Section 53901 of the California Government Code, by no later

than August 30, 2013, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.

4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

APPROVED AND ADOPTED this 11th day of June, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00204668

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. SA 2013-03 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Exhibit A

CITY OF MORENO VALLEY

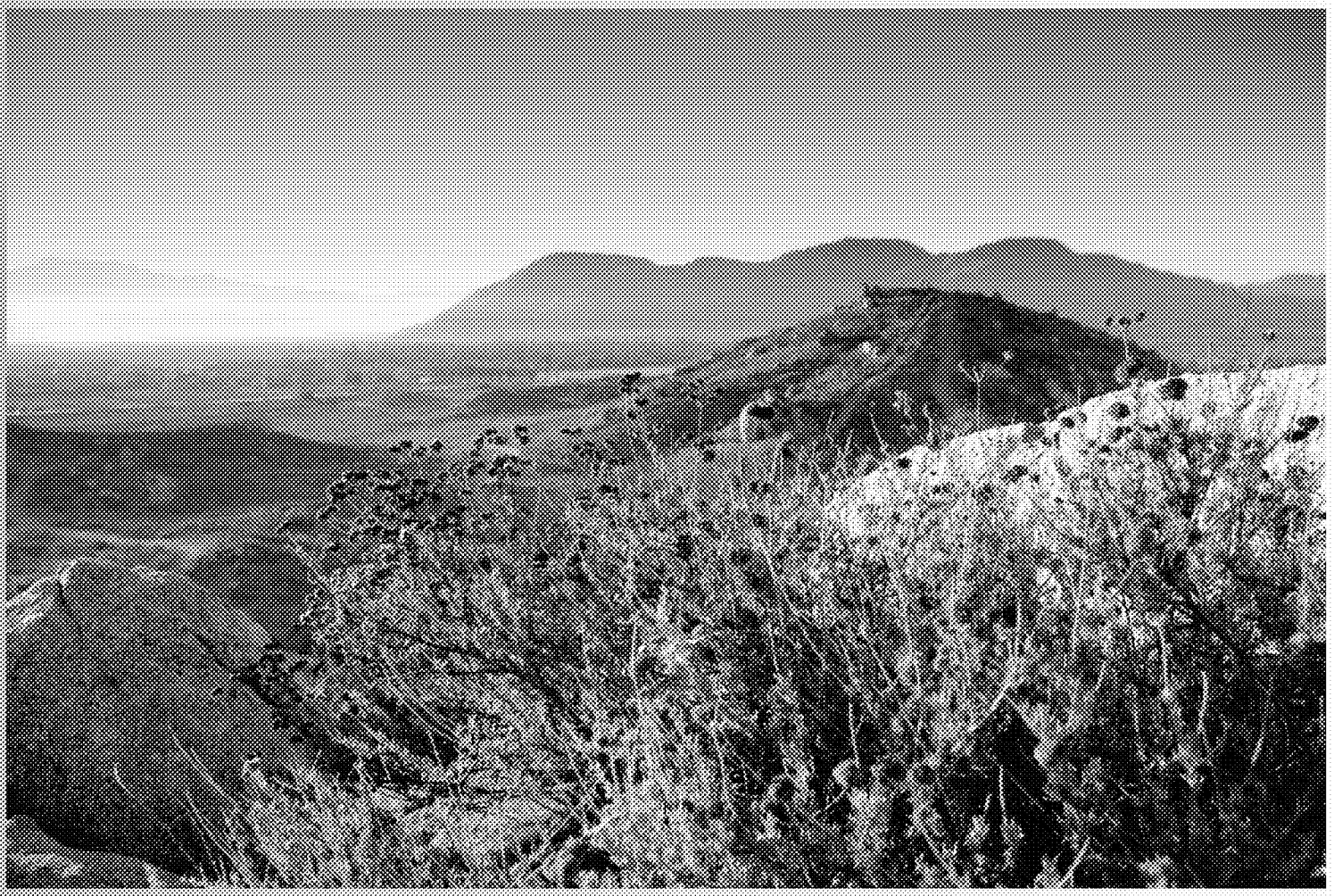

PROPOSED OPERATING BUDGET

FISCAL YEARS 2013/14-2014/15

City of Moreno Valley

Proposed Operating Budget
Fiscal Years 2013/14 – 2014/15

CITY COUNCIL

Tom Owings, Mayor
Marcelo Co, Mayor Pro Tem
Jesse L. Molina, Councilmember
Richard A. Stewart, Councilmember
Victoria Baca, Councilmember

ADMINISTRATION

Henry Garcia, City Manager
Richard Teichert, Chief Financial Officer/City Treasurer

Prepared by:
Financial & Management Services Department

14177 Frederick Street
Moreno Valley, CA
92552-0805

951.413.3021

CITY OF MORENO VALLEY

DECEMBER 3, 1984

CITY OF MORENO VALLEY
FY 2013/14 – 2014/15 PROPOSED OPERATING BUDGET
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To: Honorable Mayor, Members of the City Council and Citizens of Moreno Valley

INTRODUCTION

The Proposed Operating Budget presents projected operating revenues and expenditures for the next two fiscal years: Fiscal Years (FY) 2013/14 and 2014/15. The budget includes all component units of the City, including the General Fund, Community Services District and Successor Agency. In this budget message, particular attention will be given to the City's General Fund. The General Fund is of primary significance due to the continuing structural deficit which has existed for several budget cycles. The effects of the extended economic recession, coupled with rising costs of providing services, have led to the need for significant expenditure reductions and continued erosion of services to the public. This trend continues and worsens in the proposed two-year cycle. The ongoing structural deficit represents a fiscal crisis that must be dealt with immediately.

The proposed budget does not include capital improvement project expenditures; these projects are compiled and fully described in a separately issued Proposed Capital Improvement Plan (CIP). The CIP is a multi-year plan that identifies and prioritizes funding for future capital improvements such as land acquisitions, buildings and infrastructure. In most cases capital projects are funded by sources other than the General Fund. The restricted revenues or grants must be spent on the specific purpose for which they are collected. They have no immediate impact on the General Fund deficit. However, future operating costs will occur for maintenance and replacement needs. The City is struggling to address the costs of deferred maintenance now, these will add to the needs. CIP expenditures will be included in the final operating budget approved by the City Council.

The previous two-year budget cycle for FY 2011/12 and 2012/13 was based on the concept of implementing a Council adopted three-year Deficit Elimination Plan (DEP). The DEP envisioned an orderly process of expenditure reductions that would occur in a timely and strategic fashion as revenue sources stabilized. The goal was to create a stabilized budget by FY 2013/14. As adopted in May, 2011, the DEP focused on elimination of a $14.2 million deficit that existed in the City's General Fund. Although successful in significantly reducing the deficit and slowing its growth, the goal of deficit elimination has not been fully realized through implementation of the DEP. Revenues have stabilized and continue to grow at a slow and measured rate, however certain costs are projected to increase at a faster pace and other new costs have been added in the General Fund that have increased the deficit. At the end of FY 2012/13 the structural component of the deficit is estimated to be $6.5 million. The DEP anticipated the year end deficit would have been approximately $3.5 million.

The City Council provided direction to complete the process of creating a balanced budget for FY 2013/14. Final stages of the DEP and significant reductions in public safety services have been identified and proposed to accomplish this goal. The process has represented a major effort on the part of staff to attempt to preserve and maintain core levels of acceptable service while absorbing more cuts to what most people would agree is already "bare bones". In this proposed budget, staff has completed a painful process that began more than three fiscal years

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ago. Consequences and trends will be discussed as the document outlines the proposed plan and its effects.

During the coming two-year period the City Council will be apprised of the City's financial condition through the process of First Quarter and Mid-Year Budget Reviews. This ongoing process ensures a forum to look at expenditure and revenue deviations from the estimates made in the budget document.

CONTINUED CHALLENGES AND ITEMS OF NOTE

The deficit, although significantly reduced from the $14.2 million in FY 2011/12, has not been reduced to levels expected in the DEP. Furthermore, the City Council has directed that the budget for FY 2013/14 be balanced. There are several key decisions that have occurred to create a larger deficit than anticipated. These include a General Fund subsidy for street lights in the amount of $1 million/year, the opening and staffing of Fire Station 99 for approximately $1.3 million/year, a cost of living increase for City staff for $600,000/year and other ongoing cost increases. During this same period there have been decisions made to reduce expenditure levels temporarily by avoiding certain costs. This approach was applied to recommended payments to the City's trust fund for Other Post-Employment Benefits (OPEB) as well as anticipating savings from public safety contract costs. These strategic decisions helped to maintain core service levels while the impacts of an improving economy could be measured. Unfortunately, revenues have not rebounded to levels sufficient to avoid difficult reductions necessary to close the remaining deficit. Also, the two-year plan indicates that even with the severe cuts in FY 2013/14 a deficit is anticipated to return in FY 2014/15. This is due to a continued trend of cost increases, primarily in public safety, that are greater than the slow growth of general revenues. This situation will not end in the foreseeable future.

It should be noted that the possibility of a new revenue source is under review. A voter approved revenue source, subject to complete local control, would serve to stave off the continued erosion of much needed service levels and stabilize the budget in years to come. Without such a step, General Fund service levels will continue to shrink as cuts are made to offset higher costs or until significant growth in existing revenues occurs.

FY 2013/14 and 2014/15 BUDGET EXPENDITURE SUMMARY

The following table contains a summary of the expenditures as proposed in the two-year budget. The totals represent each major fund type and component unit of the City.

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Table 1 Proposed Operating Budget Expenditure Summary		
Fund/Component Unit	**FY 2013/14**	**FY 2014/15**
General Fund	$ 77,773,536	$ 79,814,990
Community Services District (CSD)	18,663,690	18,704,827
Successor Agency	6,017,569	6,123,817
Housing Fund	-	-
Special Revenue Funds	28,168,241	23,028,988
Capital Projects Funds	1,388,198	1,391,998
Electric Utility Funds	18,470,974	18,862,227
Internal Service Funds	14,688,825	13,049,977
Debt Service Funds	5,411,100	5,422,100
Total City Operating Budget	**$ 170,582,133**	**$ 166,398,924**

The majority of the budget message will focus on the General Fund due to the significance of the structural deficit and the service level impacts that occur. Highlights for other key component funds will be discussed.

GENERAL FUND

General Fund Revenue Projections for FY 2013/14 and FY 2014/15

The General fund is comprised of several revenue types. However, the five main sources account for over 80% of the total. These include property tax, sales tax, utility users' tax, franchise fees and the gross receipts tax. Each of these is affected by different economic activity cycles and pressures.

Table 2 General Fund Revenue Projections		
Fund/Component Unit	**FY 2013/14**	**FY 2014/15**
Taxes:		
Property Tax	$ 9,647,100	$ 9,803,900
Property Tax in-lieu	13,640,000	13,890,000
Utility Users Tax	16,114,000	16,428,000
Sales Tax	15,570,000	16,420,000
Other Taxes	7,965,000	8,185,000
State Gasoline Tax	-	-
Licenses & Permits	1,514,000	1,519,200
Intergovernmental	265,000	235,000
Charges for Services	8,869,395	8,977,274
Use of Money & Property	2,688,000	2,589,600
Fines & Forfeitures	601,500	606,500
Miscellaneous	51,400	51,400
Transfers In	914,538	117,790
Total Revenue Budget	**$ 77,839,933**	**$ 78,823,664**

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Table 2A General Fund Major Revenue Source Trends	FY 2008/09 Actual	FY 2009/10 Actual	FY 2010/11 Actual	FY 2011/12 Actual	FY 2012/13 Amended	FY 2013/14 Proposed	FY 2014/15 Proposed
Property Tax	$ 12,790,196	$ 9,296,084	$ 9,430,845	$ 9,397,373	$ 9,900,000	$ 9,647,100	$ 9,803,900
Property Tax in-lieu	16,791,078	13,703,197	13,055,796	13,170,964	13,300,000	13,640,000	13,890,000
Utility Users Tax	15,081,286	15,358,341	15,317,439	15,591,386	16,060,000	16,114,000	16,428,000
Sales Tax	10,451,942	9,298,296	11,283,435	14,003,992	13,800,000	15,570,000	16,420,000
Other Taxes	7,144,745	6,716,428	7,209,262	7,533,532	7,740,000	7,965,000	8,185,000
Charges for Services	8,614,872	7,803,204	7,323,873	8,574,135	7,299,160	8,869,395	8,977,274
Use of Money & Property	4,725,708	6,217,892	3,846,898	4,004,480	3,296,300	2,688,000	2,589,600

The impacts that occurred during the recent extended recession affected all of the major revenue sources. Total General Fund sources have declined from approximately $98 million in FY 2007/08 to $78 million projected for FY 2013/14. This represents a 20.4% drop in funding available for critical services. Significant measures have been undertaken to reduce the use of reserves needed to close the deficit gap each year. These steps include a focus on attempting to generate new development and related increase in revenue, as well as significant expenditure reductions. Even with these activities, reserves exceeding $22 million have been needed since FY 2008/09 to balance General Fund deficit spending.

Although impossible to predict with a precise degree of accuracy, it is reasonably certain that the recovery of these revenue sources will not be as fast as their decline. The recession has ended and the revenue streams have stabilized. The indication is that revenues will increase at a slow and steady rate of between 2-2.5% per year. Unfortunately this is not enough to cover annual service costs at current levels. It is clear from staff's perspective that in order to maintain and preserve even the reduced service levels for FY 2012/13, a new revenue source will be necessary. This potential revenue will likely take the form of a ballot measure to be placed before Moreno Valley voters that, if approved, will create a locally controlled tax source. This option must be considered in light of the expenditure and service level reductions that are necessary on a go forward basis to balance the budget.

For a more detailed description of General Fund revenues you can view the presentation provided to the City Council at a study session on March 5, 2013. It is available on the City's website at www.moval.org.

General Fund Expenditure Proposals for FY 2013/14 and 2014/15

General Fund expenditures continue to outpace available revenues. This structural imbalance has been addressed actively for the past three fiscal years. With the adoption of the DEP in FY 2011/12 the City Council began a three-year initiative to reduce the annual deficit from $14.2 million. The intent was to, through a combination of revenue growth and expenditure reductions, bring the deficit to a manageable level by the end of FY 2013/14. Implementation of the DEP has proceeded in a strategic process. Staff has attempted to make cuts while minimizing service level impacts on public services wherever possible. The plan has been successful; unfortunately other factors have shown that the deficit will not be solvable based on the reductions taken thus

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far. Certain ongoing expenditures have been approved that were not anticipated in the DEP. As the economy and revenue sources have stabilized, it is apparent that the deficit will continue to be structural. For FY 2012/13 the estimated ongoing deficit is $6.5 million. When current service levels were initially budgeted for FY 2013/14, this amount was projected to grow to $8.3 million and $9.7 million in FY 2014/15. At these amounts, available General Fund reserves, estimated to be $22 million at the end of FY 2012/13, would be exhausted in less than three years. Having no reserves is not an option. The ability to address emergencies and the need for operating cash flow for the first six months of each fiscal year is necessary. The current level of reserves is at a minimally acceptable level for an operating fund of $77 million.

Recognizing the immediate and inevitable consequences of waiting for a revenue recovery that will likely take five years or more, the City Council directed staff to balance the budget in FY 2013/14. This goal has been achieved in this budget proposal but with significant consequences. The majority of the reductions are recommended in the public safety services. This is necessary as Police and Fire represent approximately 72% of the General Fund. With cuts in personnel and operations that already occurred as the DEP was implemented, there are few options to attain the amount of reductions required. The table below provides detail for the proposed reductions in FY 2013/14 and FY 2014/15. Although the budget is balanced for FY 2013/14, the deficit returns in FY 2014/15. This is due to the fact that certain costs are projected to grow at rates greater than revenue growth. Specifically costs associated with Police, Fire and employee retirement rates are anticipated to exacerbate the efforts to control the deficit. What makes this even more troubling is the trend occurring that requires significant service level reductions while population and calls for service are increasing. In the case of Police there will be a reduction of 25 sworn personnel. This will reduce the current number of sworn personnel from 181 to 156. The impacts will result in reductions to the special team forces that address issues such as traffic, gangs, narcotics and specialized detective activities. In the case of Fire the major impact will be the anticipated closing of the Morrison Park Station 99. The new station was opened in October 2012; however, the continued operation costs are not sustainable. This will result in the reduction of 6 fire personnel.

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Table 3
City of Moreno Valley
General Fund Balance Summary
Proposed Budget FY 2013/14 and 2014/15

	FY 2013/14	FY 2014/15
Estimated General Fund Shortfall	$ 8,253,118	$ 9,711,873
Proposed Reductions		
Non Public Safety *	**$ (1,233,807)**	**$ (1,087,356)**
* This amount will result in the cumulative elimination of 14 full time equivalent positions in various departments, as well as other line item reductions.		
Police Department		
Approved DEP Year 2 (FY 12/13) Reduction carried forward	(2,000,000)	(2,000,000)
Approved DEP Year 3 (FY 13/14) Reductions	(2,000,000)	(2,000,000)
New Adjustments to Close Deficit	(2,044,461)	(2,343,882)
Total Police *	**$ (6,044,461)**	**$ (6,343,882)**
* This amount will result in the elimination of 25 sworn positions, including positions within the special teams for traffic, detectives, gang, narcotics, and school resource officer programs.		
Fire Department		
Station 99 Closure *	-	(1,042,467)
One-Time Savings	(794,405)	-
New Adjustments to Close Deficit	(246,842)	(246,842)
Total Fire	**$ (1,041,247)**	**$ (1,289,309)**
* The FY 2014/15 amount will result in the layoff of 6 positions and the closure of Station 99.		
Total Proposed Reductions	**$ (8,319,515)**	**$ (8,720,547)**
Proposed General Fund Balance	**$ 66,397**	**$ (991,326)**

Note: The reduction amounts represent the net impact on the deficit. They contain a combination of expenditure reductions and new revenue sources.

In addition to $7 million in reductions to public safety, there is a proposed implementation of the final stages of the DEP in other operations of the City. These will result in savings estimated to be $1.2 million in FY 2013/14 and will eliminate the equivalent of 14 positions in various departments. Since FY 2011/12, non-public safety staff has been reduced by 32 fulltime positions and 76 temporary personnel. Furloughs have been in effect that reduce pay and hours worked by 10%. Service capabilities in all areas have been impacted.

As noted earlier, these reductions will create a balanced budget for FY 2013/14. However, unless revenue growth occurs at a level not currently anticipated, the deficit will continue to occur at some level as the City moves forward. This raises the real possibility of having to make cuts to public safety and other areas of City services each year to pay for cost increases. Alternative service provision models are being considered. The concept of a regional Joint Powers Authority (JPA) to share costs over a broader population base, as well as the possibility of an in-house police department, are two options under consideration.

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Other General Fund Challenges

There are other issues that will affect the General Fund in future years. Currently the General Fund is the final backstop for debt service payments on the police facility. At approximately $680,000/year this could be a significant annual impact. Developer fees were originally anticipated to pay for debt. However, these have not materialized as hoped and a deficit in the fund exists in the amount of approximately $3 million. Annual contributions to the trust for Other Post-Employment Benefits (OPEB) have been suspended for FY 2012/13 and the next two fiscal year projected budgets. The amount for the General Fund is $450,000/yr. The annual payments will need to be resumed and unpaid amounts for prior years will be considered when the next actuarial is completed. Finally CalPERS, the City's contracted retirement provider, has indicated that future rates paid on salaries are going to rise. There are many factors that contribute to this, but suffice to say it will mean increased costs in the General Fund.

OTHER KEY FUNDS

The following summaries describe other major funds in the City.

Moreno Valley Community Services District

The Moreno Valley Community Services District (CSD) was formed by the voters in 1984 to collect fees and certain taxes to provide an array of services including parks, recreation and community services, streetlights, landscaping and ongoing maintenance. The CSD provides these services through separate "zones" that define the services that are provided.

For certain zones, the primary revenue source used to provide services to properties is parcel fees levied on properties via their annual tax bill. Proposition 218, passed by California voters in November 1996, has become a challenge and a threat to managing the future operation of the CSD zones. Prop. 218 requires any fee increases to be addressed through a vote process by affected property owners. For a period following the initial implementation of Prop. 218, the CSD was successful in receiving approval for some new or increased fees. There were also revenue increases due to the growth of developed parcels within the zones. However, due to cost increases that exceed any offsetting increases in the fees over the past years, and the recent economic downturn slowing new parcel growth, property owners have been resistant to efforts to fully fund service levels. An example of this point was the failed ballot process to increase the Residential Streetlight Parcel Fee in order to maintain streetlights. The result was a situation where the City Council had to consider shutting off a significant number of lights or subsidize the costs with approximately $1,000,000 annually from the General Fund. The annual subsidy has added to the ongoing structural deficit that must be dealt with during the upcoming budget cycle.

These types of situations will be the challenge to manage CSD fees and service provision in future years.

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Table 4 Proposed Operating Budget Community Services District	FY 2013/14	FY 2014/15
Revenues		
Property Tax	$ 3,188,300	$ 3,233,300
Other Taxes	1,000,000	1,000,000
Charges for Services	11,437,031	11,441,112
Use of Money & Property	614,221	621,351
Fines & Forfeitures	50,000	50,000
Miscellaneous	20,100	20,100
Transfers In from General Fund	1,666,608	1,787,608
Transfers In from Non General Fund	276,636	160,000
Total Revenues	**$ 18,252,896**	**$ 18,313,471**
Expenditures		
Library Services Fund (5010)	1,812,217	1,828,882
Zone A Parks Fund (5011)	9,148,506	8,941,044
Zone B Residential Street Lighting Fund (5012)	1,677,100	1,735,500
Zone C Arterial Street Lighting Fund (5110)	927,800	957,400
Zone D Standard Landscaping Fund (5111)	1,086,200	1,120,300
Zone E Extensive Landscaping Fund (5013)	2,481,783	2,535,783
Zone M Median Fund (5112)	281,844	292,144
CFD No. 1 (5113)	1,182,223	1,225,757
Zone S (5114)	66,017	68,017
Total Expenditures	**$ 18,663,690**	**$ 18,704,827**
Net Change/Proposed Use of Fund Balance	$ (410,794)	$ (391,356)

Community Services District Zone A – Parks & Community Services

The largest Zone within the CSD is Zone A. It accounts for the administration and maintenance of the Parks & Community Services facilities and programs. Funding sources for these services come from a combination of property taxes and parcel fees, fees for service and smaller amounts from other City funds. The summary of all CSD zones shows a deficit in both FY 2013/14 and FY 2014/15 (Table 4). The deficit is created by Zone A.

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Table 5 Proposed Operating Budget Zone A Parks Fund	FY 2013/14	FY 2014/15
Revenues		
Property Tax	$ 1,709,000	$ 1,733,000
Other Taxes	-	-
Charges for Services	5,967,122	5,970,507
Use of Money & Property	583,900	591,300
Fines & Forfeitures	-	-
Miscellaneous	18,100	18,100
Transfers In from General Fund	307,500	307,500
Transfers In from Non General Fund	116,636	-
Total Revenues	**$ 8,702,258**	**$ 8,620,407**
Expenditures		
35010 Parks & Comm Svcs - Admin	576,620	579,170
35210 Park Maintenance - General	3,160,181	2,999,075
35211 Contract Park Maintenance	461,603	467,288
35212 Park Ranger Program	370,423	372,210
35213 Golf Course Program	263,492	265,672
35214 Parks Projects	173,625	175,211
35215 CSD Public Facilities	-	-
35216 CFD#1	-	-
35310 Senior Program	609,009	576,727
35311 Community Services	193,446	194,116
35312 Community Events	81,327	81,507
35313 Conf & Rec Cntr	629,075	603,507
35314 Conf & Rec Cntr - Banquet	324,635	334,331
35315 Recreation Programs	1,752,265	1,739,165
35316 ASA Tournament	-	-
35317 July 4th Celebration	142,505	142,765
95011 Non-Dept Zone A Parks	410,300	410,300
Total Expenditures	**$ 9,148,506**	**$ 8,941,044**
Net Change/Proposed Use of Fund Balance	$ (446,248)	$ (320,637)

Although two thirds of the Zone A Parks and Community Services programs are fee supported, property tax and parcel fee revenues have suffered the same fate as discussed earlier in relation to the recession. The General Fund provides a transfer of $307,500 to support Zone A. Ultimately, if sufficient revenue is not available to pay for service levels, several options exist: 1) reduce services, 2) increase revenues either in parcel or program fees, or 3) provide additional General Fund support. Much like the street light issue, the General Fund is the final backstop source for underfunded services. Zone A will be targeted for analysis to solve the existing deficits and to provide long-term financial planning. Activities provided by Zone A are by and

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large quality of life programs and facilities used by a large spectrum of the community. Many cities create policies for subsidizing or paying for certain programs. This is common for youth and senior programming. However, when the General Fund's current financial condition is considered, there is little room for this kind of support.

Successor Agency

The Governor and State Legislature approved the elimination of all Redevelopment Agencies (RDA) statewide in June 2011. After a review and decision by the State Supreme Court in December 2011, the City's RDA was eliminated as of January 31, 2012. The Successor Agency was created effective February 1, 2012 to assume the remnants of the RDA.

The initial State law (ABX1 26) was poorly written and difficult to implement. Staff has spent an inordinate amount of time attempting to navigate the law's complexities and the subsequent actions by the State Department of Finance. In June 2012 "clean-up" legislation (AB1484) was enacted by the Legislature. This created additional complexities and timeframes to navigate. Although work continues to sort out the final items of expenditure eligibility, the process is becoming more stabilized.

Table 6
Proposed Operating Budget
Successor Agency

	FY 2013/14	FY 2014/15
Revenues		
Property Tax	$ 9,238,000	$ 9,238,000
Other Taxes	-	-
Charges for Services	-	-
Use of Money & Property	-	-
Fines & Forfeitures	-	-
Miscellaneous	-	-
Transfers In from General Fund	-	-
Transfers In from Non General Fund	-	-
Total Revenues	**$ 9,238,000**	**$ 9,238,000**
Expenditures		
20801 Successor Agency Admin	250,000	250,000
20802 Successor Agency Operating Fund	1,193,817	1,193,817
20820 Successor Agency Tax Revenue	-	-
20830 Successor Agy 2007 TABS A Debt S	2,260,000	2,275,000
94800 Non-Dept Successor Agency Admin	2,313,752	2,405,000
94820 Non-Dept Succ Agency Cap Project	-	-
98010 Non-Dept RDA Administration	-	-
Total Expenditures	**$ 6,017,569**	**$ 6,123,817**
Net Change/Proposed Use of Fund Balance	$ 3,220,431	$ 3,114,183

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Electric Utility

The Moreno Valley Utility (MVU) manages the operation, maintenance and business planning of the City's electric utility. MVU's basic purpose is to purchase and distribute electricity to customers in newly developed areas of the City. The City began serving new customers in February 2004, and now serves more than 5,600 customers.

The main revenue source for this fund is derived from charges for services. The customer base includes residential, commercial and industrial customers. Staff continues to monitor the growth of the Utilities operations. Revenues are now sufficient to cover operating costs and debt service. The growth in customer base will continue to provide for the ability to create rate stabilization and replacement reserve funding.

There is an estimated $2.5 million payment due by January 31, 2014, to satisfy an agreement to establish a "Rate Stabilization Fund". The agreement is with ENCO, the City's contractor which provided design, engineering, construction management and other consulting services to install, operate and maintain the electric system. Although MVU is expected to have cash available to pay this obligation, it would deplete cash reserves significantly. A General Fund reserve has been established to provide a loan to MVU if cash requirements dictate.

Table 7
Proposed Operating Budget
Electric Utility

	FY 2013/14	FY 2014/15
Revenues		
Property Tax	$ -	$ -
Other Taxes	-	-
Charges for Services	18,915,548	19,285,102
Use of Money & Property	80,500	80,500
Fines & Forfeitures	-	-
Miscellaneous	123,488	125,878
Transfers In from General Fund	-	-
Transfers In from Non General Fund	-	-
Total Revenues	**$ 19,119,536**	**$ 19,491,480**
Expenditures		
45510 Electric Utility - General	15,591,767	15,862,669
45511 Public Purpose Program	721,300	846,300
45520 2007 Taxable Lease Rev Bonds	1,835,144	1,830,995
45530 2005 Lease Revenue Bonds	322,763	322,263
96010 Non-Dept Electric	-	-
96020 Non-Dept 2007 Taxable Lease Revenue	-	-
96030 Non-Dept 2005 Lease Revenue Bonds	-	-
Total Expenditures	**$ 18,470,974**	**$ 18,862,227**
Net Change/Proposed Use of Fund Balance	$ 648,562	$ 629,253

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CITY COUNCIL ACTION ITEMS AND INITIATIVES

The City Council continues to work with staff to identify and provide for future opportunities in Moreno Valley. They are accepting the challenge of looking to the future of the City while dealing with the current realities of a difficult fiscal crisis that is threatening core service levels.

In February 2013, the City Council conducted a workshop and identified a list of action items and initiatives they want staff to focus on in the next 18-24 months. The list includes issues directly related to the City's current fiscal crisis as well as ideas targeted at providing future growth, revenue diversification and quality of life initiatives for Moreno Valley residents.

The framework is intended to provide transparency to City Council activities and decision processes, while assisting staff in prioritizing scarce resources available to provide services. Listed below are three main categories that encompass the action items from the Council Workshop. In addition to the actions contained in these categories, the Mayor and City Council have discussed and are moving forward with the drafting of a City Charter for Moreno Valley to be placed on a future ballot for voter consideration.

Current Fiscal Crisis

- Balance the General Fund budget in FY 2013/14
- Identify and discuss unfunded liabilities within the budget
- Review the need for surplus City owned property
- Augment street maintenance budgets within 1-2 years
- Conduct neighborhood budget meetings in each City Council district
- Support a revenue ballot measure

Quality of Life Initiatives

- Prepare a performing arts overlay
- Establish the Mayor's Committee of Increasing Graduation Rates
- Develop a neighborhood program
- Take an aggressive approach to flood control enforcement

Future Development and Revenue Diversification

- Focus economic development on the medical corridor
- Identify the highest and best use for the City-owned 60 acres on Nason Street
- Seek innovative measures to enhance economic development efforts
- Make creation of business incubators a higher priority
- Emphasize incentives for e-commerce fulfillment centers
- Continue to emphasize residential development
- Include Sunnymead Boulevard in the economic development focus

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SUMMARY

The City of Moreno Valley has suffered from a prolonged revenue downslide since FY 2007/08. The extended recession affected all revenue sources in the General Fund. Total sources of funds plummeted from $98 million in FY 2007/08 to a projected $78 million in FY 2013/14. The City Council and staff reacted in a timely and strategic fashion in attempts to maintain and preserve services while waiting for revenues to stabilize. The 20% drop in revenues has meant significant action in the form of expenditure cuts and service level capabilities. The Deficit Elimination Plan (DEP) approved in 2011 provided an orderly guide to manage the process. It is now clear that these efforts have not been sufficient. A structural deficit exists and current service levels cannot be paid for with projected revenues. A fiscal crisis in the General Fund must be addressed immediately. The continued erosion of operating and emergency reserves will deplete the City's General Fund bank in three years at current deficit levels. This is an unacceptable outcome. The City Council directed staff to propose a balanced budget for FY 2013/14. This proposed budget plan accomplishes that goal. However, due to circumstances discussed earlier in this message the deficit returns in FY 2014/15. It is obvious that additional steps will be required to ensure core service levels while working toward future growth and revenue diversification.

Cuts have been made across all departments. Attempts were made to spare public safety services whenever possible. Much of the downsizing has been focused in non-public safety departments through FY 2012/13. However the proposed two-year plan includes over $7 million in public safety cuts. These are unavoidable to close the deficit but they will have an impact on the City's public safety services.

Staff in all departments are working hard to keep service to the citizens and businesses in Moreno Valley at acceptable levels. The job is getting harder. Staffing reductions and general cutbacks to operating accounts have reduced capabilities to a minimum level. I thank each and every one of the City's employees and contract partners for their hard work and continued dedication.

At their February Workshop, the City Council was in consensus that the City needs to consider a ballot measure to create a new revenue source that can allow for the service demands of a growing community. It is obvious we are struggling as a community as population and business numbers grow and we are forced to reduce service response capabilities. Future development and growth continue to be a stated action goal for the City Council. There will come a time in the future when this returns much of the momentum that has been lost in the economic slide and the City can explore and implement important measures similar to the current initiatives in education and drafting a City charter. However, the unavoidable impacts of slow revenue growth and key costs that are growing at a faster pace will only worsen the condition in years to come without additional locally controlled revenue.

I express my sincere appreciation to all City departments for their work in preparation of this plan. Your efforts have ensured that service provision is at the highest level possible given the severe cutbacks that have occurred. These challenging times require everyone to rise to a new level of commitment and I see that each and every day. The City Council is also to be

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commended for their focus on the City's fiscal health. Difficult decisions have been required and they have risen to the challenge. I ask that we all continue to move in a positive direction as we make future decisions to right the ship. The citizens and businesses deserve our best and I'm confident we are up to the task.

Finally, I thank the Budget Preparation Team and all staff that contributed to this proposed budget for their hard work.

Respectfully submitted,

Henry Garcia
City Manager

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City of Moreno Valley Organization Chart

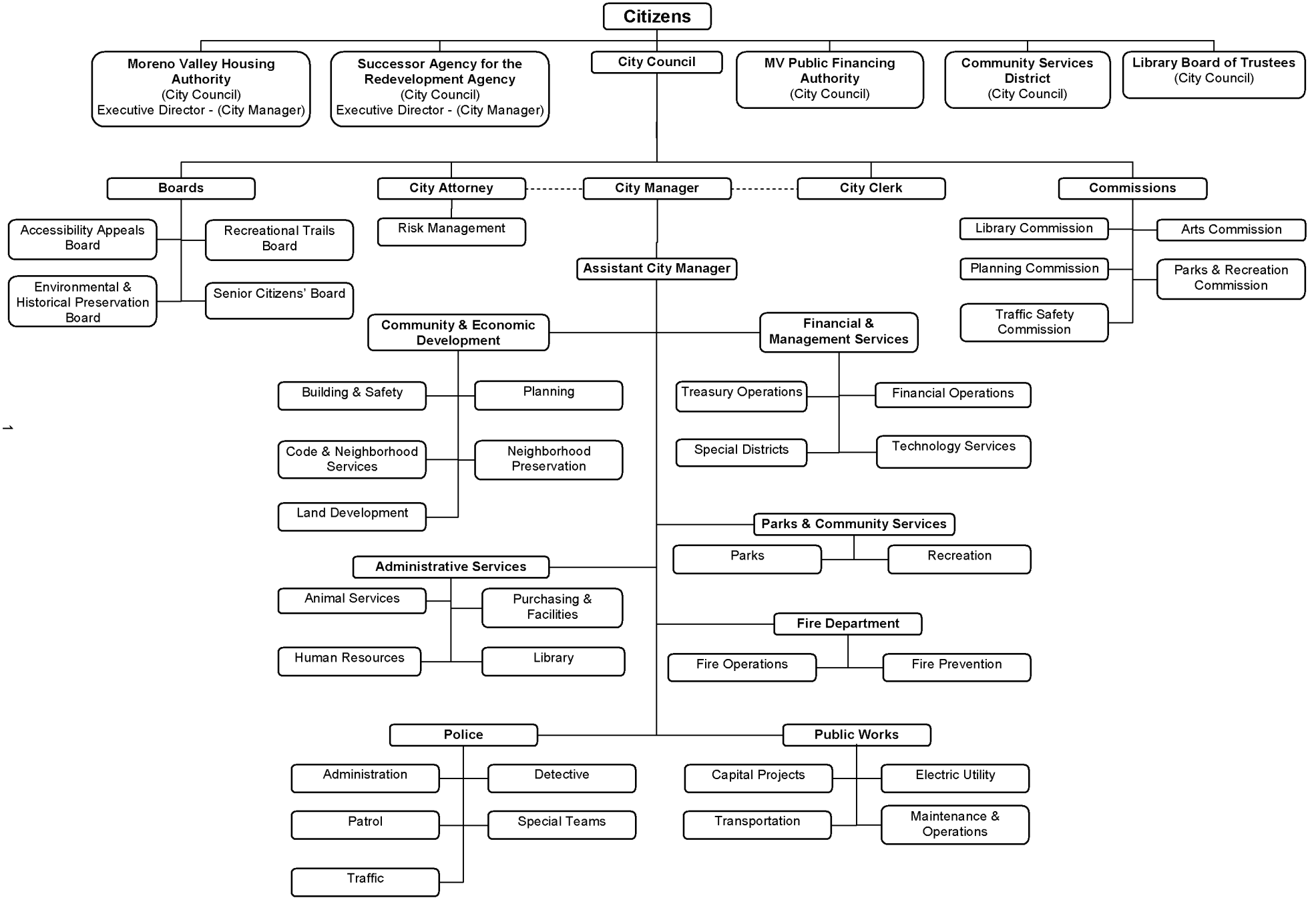

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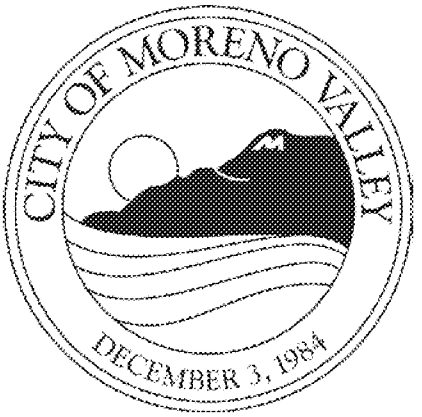

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CITY OF MORENO VALLEY

MUNICIPAL OFFICIALS
FY 2013/14

CITY COUNCIL

Tom Owings, Mayor
Marcelo Co, Mayor Pro Tem
Jesse L. Molina, Councilmember
Richard A. Stewart, Councilmember
Victoria Baca, Councilmember

EXECUTIVE OFFICERS

Henry Garcia, City Manager
Michelle Dawson, Assistant City Manager
Suzanne Bryant, Acting City Attorney
Jane Halstead, City Clerk
Barry Foster, Community & Economic Development Director
Richard Teichert, Chief Financial Officer/City Treasurer
Abdul Ahmad, Fire Chief
Tom DeSantis, Administrative Services Director
Michael McCarty, Parks & Community Services Director
Joel Ontiveros, Police Chief
Ahmad Ansari, P.E., Public Works Director/City Engineer

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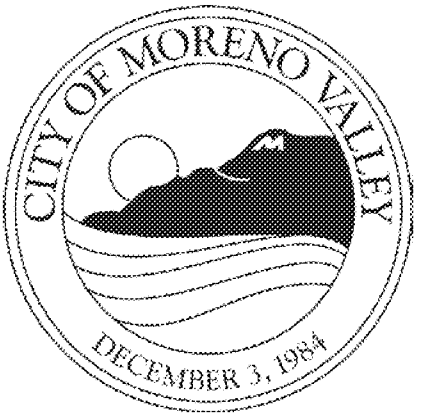

MV00204694

City of Moreno Valley
FY 2013/14 - 2014/15
City Position Summary

Position Title	FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
Accountant I	-	2	-	2	-	2	-	2
Accounting Asst	(2)	3	-	3	-	3	-	3
Accounting Technician	-	4	-	4	(1)	3	-	3
Accounts Payable Supervisor	-	1	-	1	-	1	-	1
Administrative Asst	-	5	-	5	2	7	-	7
Administrative Services Dir	-	1	-	1	-	1	-	1
After School Prog Coordinator	(4)	-	-	-	-	-	-	-
After School Prog Specialist	(8)	-	-	-	-	-	-	-
After School Prog Supervisor	(1)	-	-	-	-	-	-	-
Animal Care Technician	-	4	-	4	-	4	-	4
Animal Control Officer	-	7	-	7	-	7	-	7
Animal Services Asst	-	2	-	2	-	2	-	2
Animal Svcs Dispatcher	(1)	1	-	1	1	2	-	2
Animal Svcs Division Manager	-	1	-	1	-	1	-	1
Animal Svcs Field Supervisor	-	1	-	1	-	1	-	1
Animal Svcs License Inspector	-	1	-	1	-	1	-	1
Animal Svcs Office Supervisor	-	1	-	1	-	1	-	1
Applications & DB Admin	-	1	-	1	-	1	-	1
Applications Analyst	-	1	-	1	-	1	-	1
Assistant City Attorney	-	-	-	-	-	-	-	-
Assistant City Clerk	-	-	-	-	-	-	-	-
Assoc Environmental Engineer	-	1	-	1	-	1	-	1
Associate Engineer	(1)	5	-	5	-	5	-	5
Associate Planner	-	4	-	4	(1)	3	-	3
Asst Buyer	-	2	-	2	-	2	-	2
Asst City Manager	-	1	-	1	-	1	-	1
Asst Crossing Guard Spvr	-	1	-	1	-	1	-	1
Asst Network Administrator	-	1	-	1	-	1	-	1
Asst to the City Manager	-	1	-	1	-	1	-	1
Asst. Applications Analyst	-	-	-	-	-	-	-	-
Banquet Facility Rep	-	1	-	1	-	1	-	1
Budget Officer	(1)	-	1	1	-	1	-	1
Building & Neighborhood Services Div Mgr	-	-	-	-	1	1	-	1
Building Div Mgr / Official	-	1	-	1	(1)	-	-	-
Building Inspector I I	-	4	-	4	-	4	-	4
Bus. Support & Neigh Prog Admin	-	1	-	1	(1)	-	-	-
Cable TV Producer	-	2	-	2	-	2	-	2
Chief Financial Officer/City Treas	-	1	-	1	-	1	-	1
Child Care Asst	-	5	-	5	(1)	4	-	4
Child Care Instructor I I	-	5	-	5	(1)	4	-	4
Child Care Program Manager	-	1	-	1	-	1	-	1
Child Care Site Supervisor	-	5	-	5	(1)	4	-	4
City Attorney	-	1	-	1	-	1	-	1
City Clerk	-	1	-	1	-	1	-	1
City Manager	-	1	-	1	-	1	-	1
Code & Neigh Svcs Official	-	1	-	1	(1)	-	-	-
Code Compliance Field Sup.	-	-	-	-	-	-	-	-
Code Compliance Officer I	-	-	-	-	1	1	-	1
Code Compliance Officer I I	-	5	-	5	-	5	-	5
Code Supervisor	-	-	-	-	1	1	-	1
Comm & Economic Dev Director	-	1	-	1	-	1	-	1
Community Dev Director	(1)	-	-	-	-	-	-	-
Community Svcs Supervisor	-	1	-	1	-	1	-	1

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City of Moreno Valley
FY 2013/14 - 2014/15
City Position Summary

Position Title	FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
Construction Inspector	1	5	-	5	-	5	-	5
Crossing Guard	-	35	-	35	-	35	-	35
Crossing Guard Supervisor	-	1	-	1	-	1	-	1
Customer Service Asst	-	1	-	1	(1)	-	-	-
Dep PW Dir /Asst City Engineer	-	1	-	1	-	1	-	1
Deputy City Attorney I I I	-	2	-	2	(2)	-	-	-
Deputy City Clerk	-	1	-	1	-	1	-	1
Deputy City Manager	-	-	-	-	-	-	-	-
Development Svcs Coordinator	-	1	(1)	-	-	-	-	-
Electric Utility Division Mgr	-	1	-	1	-	1	-	1
Electric Utility Program Coord	-	1	-	1	-	1	-	1
Emerg Mgmt & Vol Svc Prog Spec	(1)	1	-	1	-	1	-	1
Emerg Mgmt & Vol Svcs Prog Mgr	-	1	-	1	-	1	-	1
Engineering Division Manager	-	1	-	1	-	1	-	1
Engineering Technician I I	-	1	-	1	-	1	-	1
Enterprise Systems Admin	-	1	-	1	-	1	-	1
Environmental Analyst	-	1	-	1	-	1	-	1
Equipment Operator	-	4	-	4	-	4	-	4
Exec Asst to Mayor / City Council	-	1	-	1	-	1	-	1
Exec. Assistant to the City Manager	-	-	-	-	-	-	-	-
Executive Asst I	-	7	2	9	-	9	-	9
Executive Asst I I	-	1	-	1	-	1	-	1
Facilities Maint Mechanic	-	1	-	1	-	1	-	1
Facilities Maint Worker	-	3	-	3	-	3	-	3
Facilities Maintenance Spvr	(1)	-	-	-	-	-	-	-
Financial Operations Div Mgr	-	1	-	1	-	1	-	1
* Fire Inspector I	-	-	-	-	2	2	1	3
Fire Inspector I I	-	2	-	2	-	2	-	2
Fire Marshall	-	1	-	1	-	1	-	1
Fire Safety Specialist	-	1	-	1	1	2	-	2
Fleet Supervisor	-	-	-	-	-	-	-	-
GIS Administrator	-	1	-	1	-	1	-	1
GIS Specialist	-	1	-	1	-	1	-	1
GIS Technician	-	1	(1)	-	-	-	-	-
Housing Program Coordinator	-	1	-	1	-	1	-	1
Housing Program Specialist	-	3	-	3	(3)	-	-	-
Human Resources Analyst	-	1	-	1	-	1	-	1
Human Resources Div Manager	-	-	-	-	-	-	-	-
Human Resources Technician	(1)	1	(1)	-	-	-	-	-
Info Technology Technician	-	2	-	2	-	2	-	2
Landscape Development Coord	-	1	(1)	-	-	-	-	-
Landscape Irrigation Tech	-	1	-	1	-	1	-	1
Landscape Svcs Inspector	(2)	5	(2)	3	(1)	2	-	2
Lead Animal Care Technician	-	1	-	1	-	1	-	1
Lead Facilities Maint Worker	-	-	-	-	-	-	-	-
Lead Maintenance Worker	-	3	-	3	-	3	-	3
Lead Parks Maint Worker	-	5	-	5	-	5	-	5
Lead Traffic Sign/Marking Tech	-	2	-	2	-	2	-	2
Lead Vehicle / Equip Tech	-	1	-	1	-	1	-	1
Legal Secretary	-	1	-	1	-	1	-	1
Lib Serv Div Mgr	-	1	-	1	-	1	-	1
Librarian	-	4	-	4	-	4	-	4
Library Asst	-	13	-	13	-	13	-	13

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City of Moreno Valley
FY 2013/14 - 2014/15
City Position Summary

	Position Title	FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
	Library Circulation Supervisor	-	1	-	1	-	1	-	1
	Maint & Operations Div Mgr	-	1	-	1	-	1	-	1
*	Maintenance Worker I	-	-	-	-	7	7	1	8
	Maintenance Worker II	-	13	-	13	-	13	-	13
	Management Analyst	-	11	3	14	(1)	13	-	13
	Management Asst	-	3	-	3	-	3	-	3
	Media & Production Coordinator	-	1	-	1	-	1	-	1
	Network Administrator	-	1	-	1	-	1	-	1
	Network System Specialist	-	-	-	-	-	-	-	-
	Office Asst	-	1	-	1	-	1	-	1
	Park Ranger	-	3	-	3	-	3	-	3
	Parking Control Officer	-	2	-	2	-	2	-	2
	Parks & Comm Svcs Director	-	1	-	1	-	1	-	1
	Parks & Comm Svcs Div Mgr	-	-	1	1	-	1	-	1
	Parks Maint Division Manager	-	1	(1)	-	-	-	-	-
	Parks Maint Supervisor	-	2	-	2	-	2	-	2
	Parks Maint Worker	-	13	-	13	-	13	-	13
	Parks Projects Coordinator	-	1	-	1	-	1	-	1
	Payroll Supervisor	-	1	-	1	-	1	-	1
	Permit Technician	-	6	-	6	-	6	-	6
	Planning Commissioner	-	7	-	7	-	7	-	7
	Planning Div Mgr / Official	-	1	-	1	-	1	-	1
	Principal Accountant	-	1	-	1	-	1	-	1
	Purch & Facilities Div Mgr	-	1	-	1	-	1	-	1
	PW Director / City Engineer	-	1	-	1	-	1	-	1
	PW Program Manager	-	-	-	-	-	-	-	-
	Recreation Program Coord	-	2	(1)	1	-	1	-	1
	Recreation Program Leader	-	7	-	7	-	7	-	7
	Recreation Supervisor	-	-	1	1	-	1	-	1
*	Recycling Specialist	-	-	-	-	1	1	-	1
	Resource Analyst	-	-	-	-	-	-	-	-
	Risk Division Manager	-	1	(1)	-	-	-	-	-
	Security Guard	(1)	2	-	2	-	2	-	2
	Spec Dist Budg & Accting Spvr	(1)	-	-	-	-	-	-	-
	Spec Districts Div Mgr	-	1	-	1	-	1	-	1
	Special Districts Prog Mgr	-	1	-	1	-	1	-	1
	Sr Accountant	-	1	-	1	-	1	-	1
	Sr Administrative Asst	(5)	14	2	16	(1)	15	-	15
	Sr Applications Analyst	-	-	-	-	-	-	-	-
	Sr Citizens Center Coord	-	1	-	1	-	1	-	1
	Sr Code Compliance Officer	(1)	-	-	-	-	-	-	-
	Sr Customer Service Asst	-	3	-	3	-	3	-	3
	Sr Deputy Clerk	-	-	-	-	-	-	-	-
	Sr Electrical Engineer	-	1	-	1	-	1	-	1
	Sr Engineer, P.E.	(2)	9	-	9	-	9	-	9
	Sr Engineering Technician	-	1	-	1	-	1	-	1
	Sr Equipment Operator	-	1	-	1	-	1	-	1
	Sr Financial Analyst	-	2	-	2	-	2	-	2
	Sr GIS Analyst	-	1	-	1	-	1	-	1
	Sr Graphics Designer	-	1	-	1	-	1	-	1
	Sr Human Resources Analyst	-	1	-	1	-	1	-	1
	Sr IT Technitian	-	-	-	-	-	-	-	-
	Sr Landscape Svcs Inspector	-	1	-	1	-	1	-	1

MV00204697

City of Moreno Valley
FY 2013/14 - 2014/15
City Position Summary

	Position Title	FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
	Sr Management Analyst	-	2	-	2	-	2	-	2
	Sr Office Asst	(1)	5	-	5	-	5	-	5
	Sr Park Ranger	(1)	-	-	-	-	-	-	-
	Sr Parking Control Officer	-	1	-	1	-	1	-	1
	Sr Parks Maint Technician	-	1	1	2	-	2	-	2
	Sr Payroll Technician	-	1	-	1	-	1	-	1
	Sr Permit Technician	-	2	-	2	-	2	-	2
	Sr Planner	-	2	-	2	-	2	-	2
	Sr Recreation Program Leader	-	2	-	2	-	2	-	2
	Sr Telecomm Technician	-	1	-	1	-	1	-	1
	Sr Traffic Engineer	-	1	-	1	-	1	-	1
	Sr Traffic Signal Technician	-	1	-	1	-	1	-	1
	Storekeeper	-	1	-	1	-	1	-	1
	Storm Water Prog Mgr	-	1	-	1	-	1	-	1
	Street Maintenance Supervisor	-	2	-	2	-	2	-	2
	Technology Services Div Mgr	-	1	-	1	-	1	-	1
	Telecomm Engineer / Admin	-	1	-	1	-	1	-	1
	Telecomm Technician	-	1	-	1	-	1	-	1
	Traffic Operations Supervisor	-	1	-	1	-	1	-	1
	Traffic Sign / Marking Tech I	-	1	-	1	-	1	-	1
	Traffic Sign/Marking Tech I I	-	2	-	2	-	2	-	2
	Traffic Signal Technician	-	2	-	2	-	2	-	2
	Trans Div Mgr / City Traf Engr	-	1	-	1	-	1	-	1
	Treasury Operations Div Mgr	-	1	-	1	-	1	-	1
	Tree Trimmer	-	1	-	1	-	1	-	1
*	Vehicle / Equipment Technician	-	2	-	2	1	3	-	3
	Web Master	-	-	-	-	-	-	-	-
	Subtotal	**(35)**	**376**	**2**	**378**	**1**	**379**	**2**	**381**
*	Temporary Positions	(44)	121	(17)	104	(15)	89	(1)	88
	Total	**(79)**	**497**	**(15)**	**482**	**(14)**	**468**	**1**	**469**

* The Position Summary reflects the conversion of certain temporary positions into full time career positions.

MV00204698

City of Moreno Valley
Budget Process

The budget process for the City of Moreno Valley generally begins in December each year with a kick-off meeting. The City Manager outlines the goals and directives for the development of the upcoming budget. Budget parameters are provided to the departments based on a preliminary revenue forecast and current economic conditions. The Financial & Management Services Department distributes the budget calendar, instructions, forms, and budget worksheets to the departments. The Financial & Management Services Department, along with the Public Works Department, coordinates the equipment replacement requests. Public Works coordinates the capital improvement project requests.

After the departments have input their budget requests, the Financial & Management Services Department reviews, analyzes, compiles the data, and calculates the total expense budget requested, as well as refining revenue estimates for the upcoming fiscal year. The Budget Review Committee then holds budget meetings to review departmental submittals. Subsequently, the City Manager provides direction to finalize the proposed budget and the Financial & Management Services Department prepares the proposed budget document reflecting the City Manager's direction. The City Manager submits the proposed budget to City Council and a public hearing is held. The Council conducts several budget study sessions and/or budget deliberations. City Council then adopts the budget prior to the beginning of the fiscal year.

After the budget is adopted, the Financial & Management Services Department integrates the budgetary data into the City's financial system at the beginning of the fiscal year. Financial reports are available on-line to the departments to monitor budget performance throughout the year. A monthly financial report is also prepared by the Financial & Management Services Department each month, analyzing budget-to-actual results. This report is reviewed with the City Manager and executive staff; then distributed to departmental management.

First Quarter and Mid-Year Budget Reviews are presented to the City Council to review budget-to-actual results for both revenues and expenditures. The Mid-Year Budget Review also includes a fiscal year-end projection such that adjustments in staffing and other budgetary resources may be made per Council's direction. Appropriation adjustments requested by departments are also considered during the Mid-Year Budget Review.

Budget Amendments: Supplemental appropriations requested during the fiscal year, when necessitating the use of reserves/fund balance, require approval by the City Council. Supplemental appropriations requested during the fiscal year with offsetting revenues and budget adjustments between funds and departments are approved by the City Manager throughout the fiscal year.

Basis of Budgeting: The City uses the modified accrual basis in budgeting governmental funds. As such, obligations of the City, including outstanding purchase orders, are budgeted as expenditures and revenues are recognized when they are both measurable and available to fund current expenditures.

The City has an enterprise fund for its Electric Utility. The City also utilizes internal service funds for its facilities, technology services operations, and for its insurance and liability programs. The budgets for the enterprise and internal service funds are prepared on a full accrual basis, with expenses recognized when incurred and revenues recognized when due the City.

Budgetary Data: Annual budgets are legally adopted for all funds on a basis consistent with generally accepted accounting principles.

The following Flow chart depicts the City's annual budget process.

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City of Moreno Valley
Operating Budget Process
Flow Chart

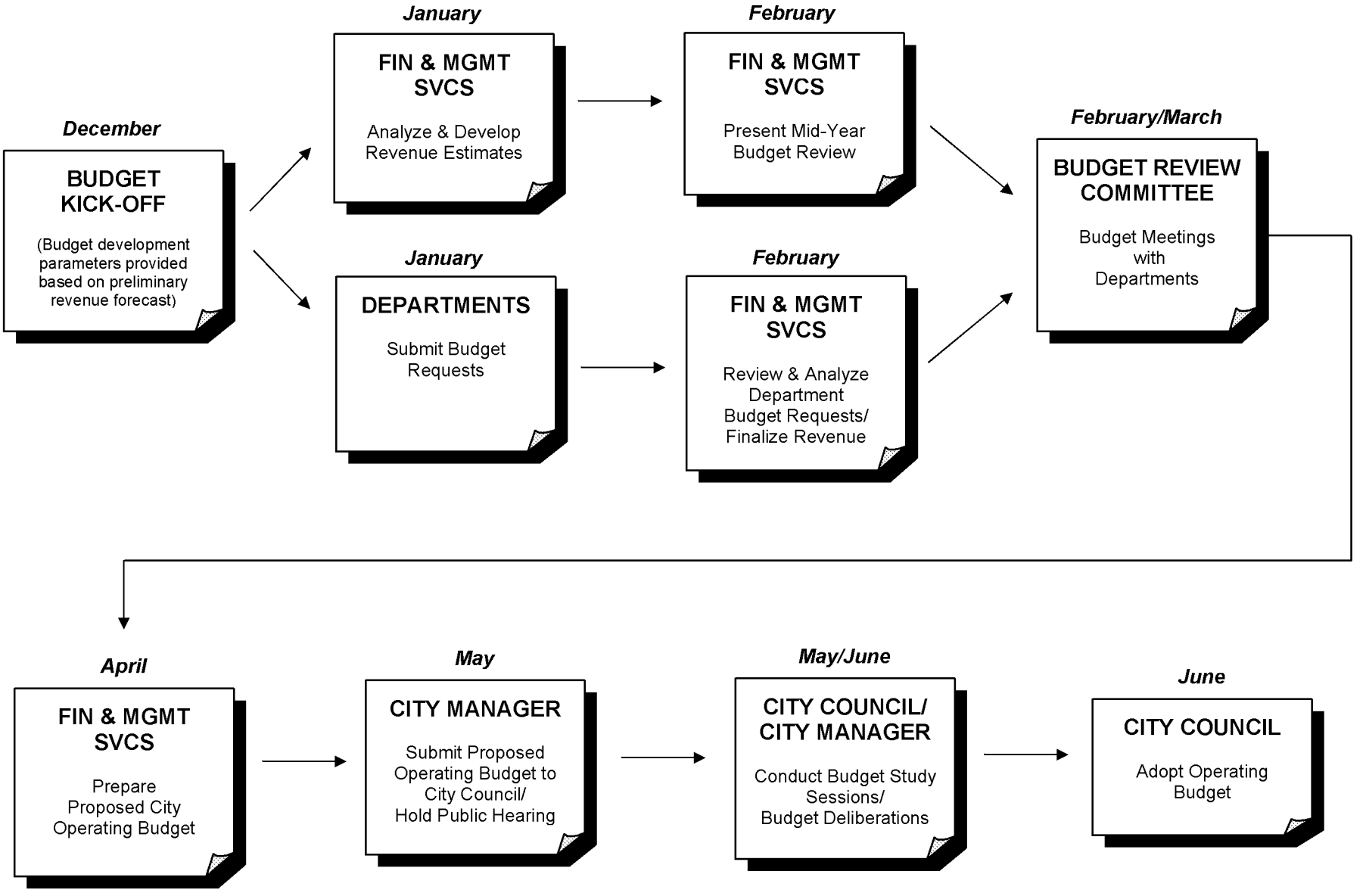

MV00204700

City of Moreno Valley Financial Structure

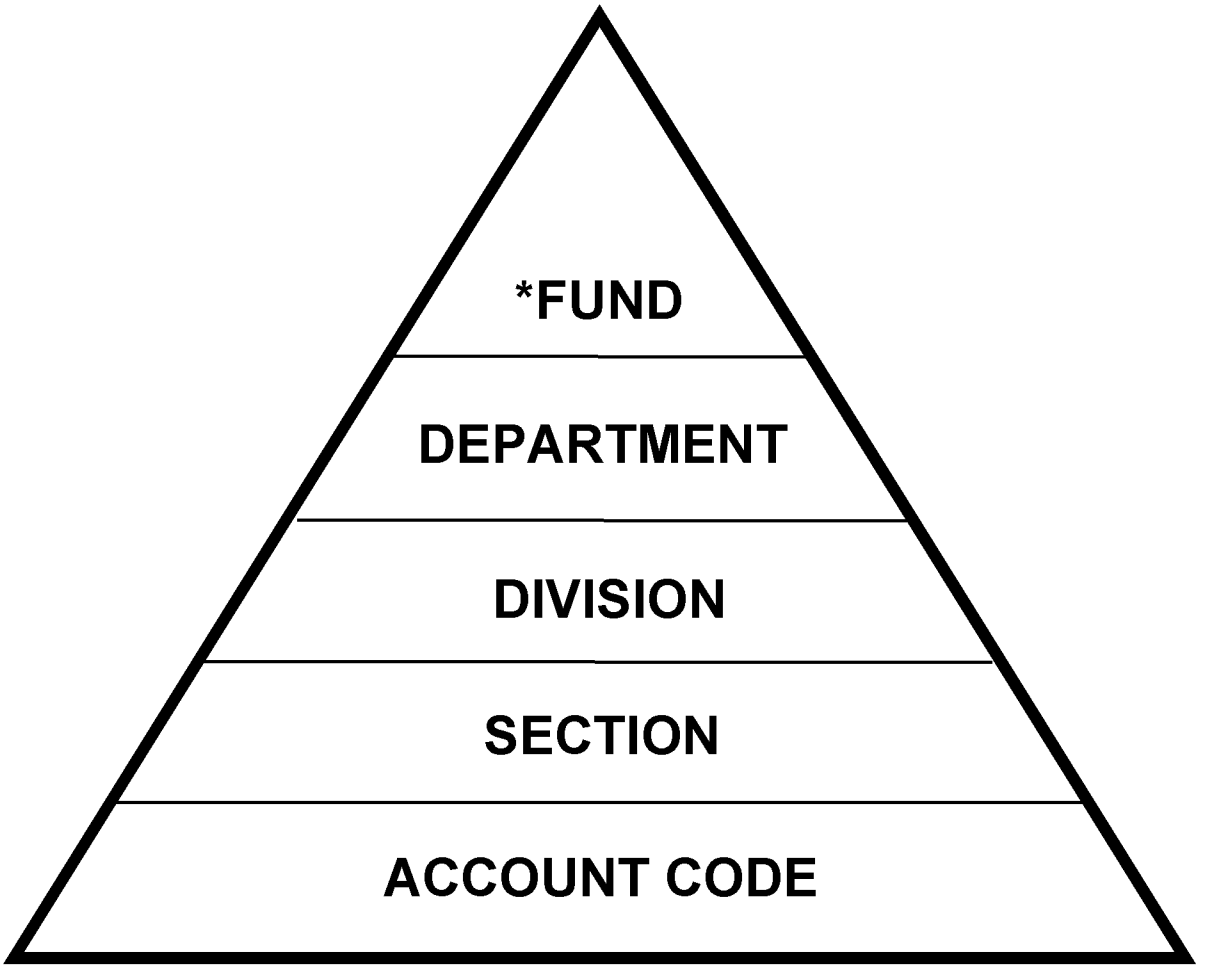

*Council adopts the Citywide Operating Budget at the FUND Level.

MV00204701

The City of Moreno Valley's financial system is organized around a structure that is commonly found in most public agencies, as described below.

FUND

Each Fund represents a self-balancing group of accounts and a balance sheet that allows for the proper segregation of the City's financial resources.

For example, the General Fund accounting structure accumulates and tracks funds collected for the purpose of providing services that fulfill the general government role of the City. These services include essential public safety functions of Police, Fire and Animal Control, as well as the central administration functions of the City Council, City Manager's office, City Attorney's office, City Clerk's office, Administrative Services Department, and portions of the Financial & Management Services Department.

DEPARTMENT

The functions carried out by the City are organized by Department. The leadership and staff assigned to each department are charged with carrying out these assigned functions.

The City's Departments/Offices are listed below:

City Council
City Clerk
City Manager
City Attorney's Office
Community & Economic Development Department
Financial & Management Services Department
Fire Department
Administrative Services Department
Parks & Community Services Department
Police Department
Public Works Department

DIVISION

In certain instances, functions carried out by a particular department are numerous and diverse. In these instances, leadership within a department is further organized by divisions as reflected in the City's organization chart.

MV00204702

SECTION

The Section is used within the City's financial system to identify a division or program area within a department. A department can have one or more cost centers assigned to it in order to capture costs for each separate function.

ACCOUNT CODE

The basic unit of the City's financial system is the account code. Its purpose is to provide a means of separating each type of cost from another.

The City of Moreno Valley maintains this type of formal structure to maintain accountability over the assets and other financial resources for which it has control.

MV00204703

FY 2013/14 and FY 2014/15 Budget Development Guidelines

The following guidelines have been approved by the City Council and should be utilized for development of the FY 2013/14 and FY 2014/15 budgets:

- Departments will submit budgets that reflect no change in staffing or service levels from FY 2012/13.

- Personnel budgets will be based on current compensation levels, as follows:
  - Continuation of the 36-hour work week and corresponding 10% salary reduction;
  - Continued suspension of merit increases; and
  - No cost-of-living adjustment (COLA).

- Any reinstatement of the above compensation items will be by policy direction of the City Council.

- A general inflation factor will <u>not</u> be applied to contractual services or maintenance/operations line items; if multi-year contracts are in place that provide for inflationary adjustments, departments will make every effort to renegotiate these contracts to maintain expenditures at their current levels.

- Following review by the Budget Review Committee, the City Manager will submit a Preliminary Base Budget reflecting the above guidelines. Based on the current budget analysis, it is anticipated that General Fund Base Service Level Budget will be balanced for FY 2013/14 and reflect a deficit of approximately $1 million for FY 2014/15.

- Due to the significant level of budget reductions implemented over the past five years it is expected that virtually all budget reductions will have a “High” service level impact; either internally, externally, or both.

MV00204704

FY 2013/14
OPERATING BUDGET PREPARATION INSTRUCTIONS

2013/14 Department Requests

- Budget will be keyed into the Logos system.
- Follow the Logos Training Budget Manual which will be provided during Logos training and can be found on the Intranet for FY 2013/14 budget preparation.
- The "Dept. Request" column has been populated with the 2012/13 Adopted budget amounts.
- All attached line-item detail will need to be updated by departments. Updating the line item detail attachment does **NOT** update the budget amounts in Logos.
- Salaries & benefits will be adjusted to reflect defunded positions.
- With the exception of employees hired under an Employment Agreement, salaries for vacant positions that are still funded have been budgeted at the "C" step of the applicable salary range; benefits for such vacant positions have been reduced in accordance with the new three-tier benefit structure.
- Salaries-TEMPORARY & Salaries-OVERTIME are the responsibility of each department. Please make sure your department reviews these amounts.
- Although fixed assets may meet replacement guidelines, try to extend the useful life and keep the asset in service longer if possible. Consult with FMS before budgeting for replacement of a fixed asset. (Note: Replacement assets are budgeted net of accumulated depreciation.)

MV00204705

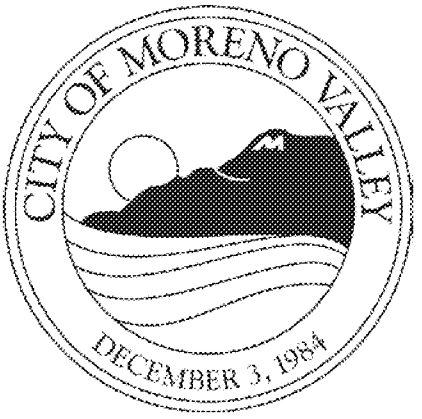

MV00204706

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
CITY-WIDE FUND BALANCES

Department/Fund	Projected Available Fund Balance June 30, 2013	Revenues FY 2013/14	Transfers In
GENERAL FUND *			
GENERAL FUND	$ 22,748,180	$ 76,925,395	$ 914,538
COMMUNITY SERVICES DISTRICT			
LIBRARY SERVICES	(22,528)	1,354,000	519,708
ZONE A PARKS	2,580,946	8,278,122	424,136
SPECIAL DISTRICT FUNDS	7,657,673	6,677,530	999,400
SUCCESSOR AGENCY			
SUCCESSOR AGENCY	9,313,459	9,238,000	-
HOUSING AUTHORITY			
HOUSING AUTHORITY	33,406,296	15,000	-
SPECIAL REVENUE FUNDS			
GAS TAX	1,354,925	5,064,755	160,000
ENDOWMENT FUNDS	189,334	3,000	-
COMMUNITY DEVELOPMENT BLOCK GRANTS	1,438,249	2,710,280	-
DEVELOPMENT IMPACT FEES	5,884,919	629,900	1,135,898
HOME(FEDERAL)	3,160,785	902,077	-
MEASURE A	16,087,434	9,136,455	424,939
OTHER GRANTS & SPECIAL REVENUES	(1,062,697)	13,973,767	266,995
CAPITAL PROJECTS			
2005 LEASE REV BONDS-CAP ADMIN	1,127,305	-	-
CAPITAL ADMIN FUNDS	20,727	-	252,300
CAPITAL PROJECT FUNDS	37,113,574	6,196,000	1,411,300
ELECTRIC UTILITY *			
ELECTRIC UTILITY	1,812,881	19,119,536	-
INTERNAL SERVICE FUNDS			
GENERAL LIABILITY INSURANCE	48,050	793,152	-
WORKERS' COMPENSATION	2,074,466	785,600	-
TECHNOLOGY SERVICES	8,190,703	4,622,300	-
FACILITIES MAINTENANCE	12,033,134	4,481,586	-
EQUIPMENT MAINTENANCE	117,779	798,134	-
EQUIPT REPLACEMENT RESERVE	20,306,797	2,284,402	-
DEBT SERVICE			
2005 LEASE REV BONDS-DEBT SVC	8,792,354	-	2,647,973
OPERATING & CAPITAL DEBT SERVICE	2,822,982	170,500	2,696,379
Total	**$ 197,197,727**	**$ 174,159,491**	**$ 11,853,566**

* Represents unrestricted fund balances available for payment of debt service, capital improvements, or other annual operating costs.

MV00204707

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
CITY-WIDE FUND BALANCES

Department/Fund	Total Sources of Funds FY 2013/14	Operating Expenditures FY 2013/14	Capital Expenditures FY 2013/14
GENERAL FUND *			
GENERAL FUND	$ 77,839,933	$ 75,489,533	$ -
COMMUNITY SERVICES DISTRICT			
LIBRARY SERVICES	1,873,708	1,812,217	-
ZONE A PARKS	8,702,258	8,988,506	-
SPECIAL DISTRICT FUNDS	7,676,930	7,702,967	-
SUCCESSOR AGENCY			
SUCCESSOR AGENCY	9,238,000	3,703,817	-
HOUSING AUTHORITY			
HOUSING AUTHORITY	15,000	-	-
SPECIAL REVENUE FUNDS			
GAS TAX	5,224,755	5,332,697	-
ENDOWMENT FUNDS	3,000	-	-
COMMUNITY DEVELOPMENT BLOCK GRANTS	2,710,280	2,575,197	-
DEVELOPMENT IMPACT FEES	1,765,798	-	-
HOME(FEDERAL)	902,077	902,077	-
MEASURE A	9,561,394	1,361,795	-
OTHER GRANTS & SPECIAL REVENUES	14,240,762	14,531,975	-
CAPITAL PROJECTS			
2005 LEASE REV BONDS-CAP ADMIN	-	-	-
CAPITAL ADMIN FUNDS	252,300	252,300	-
CAPITAL PROJECT FUNDS	7,607,300	-	-
ELECTRIC UTILITY *			
ELECTRIC UTILITY	19,119,536	18,470,974	-
INTERNAL SERVICE FUNDS			
GENERAL LIABILITY INSURANCE	793,152	1,427,891	-
WORKERS' COMPENSATION	785,600	698,685	-
TECHNOLOGY SERVICES	4,622,300	5,416,226	-
FACILITIES MAINTENANCE	4,481,586	3,993,947	-
EQUIPMENT MAINTENANCE	798,134	788,963	-
EQUIPT REPLACEMENT RESERVE	2,284,402	120,000	-
DEBT SERVICE			
2005 LEASE REV BONDS-DEBT SVC	2,647,973	2,642,900	-
OPERATING & CAPITAL DEBT SERVICE	2,866,879	2,515,900	-
Total	**$ 186,013,057**	**$ 158,728,567**	**$ -**

* Represents unrestricted fund balances available for payment of debt service, capital improvements, or other annual operating costs.

MV00204708

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
CITY-WIDE FUND BALANCES

Department/Fund	Transfers Out	Total Uses of Funds FY 2013/14	Projected Available Fund Balance June 30, 2014
GENERAL FUND *			
GENERAL FUND	$ 2,284,003	$ 77,773,536	$ 22,814,577
COMMUNITY SERVICES DISTRICT			
LIBRARY SERVICES	-	1,812,217	38,963
ZONE A PARKS	160,000	9,148,506	2,134,698
SPECIAL DISTRICT FUNDS	-	7,702,967	7,631,636
SUCCESSOR AGENCY			
SUCCESSOR AGENCY	2,313,752	6,017,569	12,533,890
HOUSING AUTHORITY			
HOUSING AUTHORITY	-	-	33,421,296
SPECIAL REVENUE FUNDS			
GAS TAX	-	5,332,697	1,246,983
ENDOWMENT FUNDS	-	-	192,334
COMMUNITY DEVELOPMENT BLOCK GRANTS	-	2,575,197	1,573,332
DEVELOPMENT IMPACT FEES	3,464,500	3,464,500	4,186,217
HOME(FEDERAL)	-	902,077	3,160,785
MEASURE A	-	1,361,795	24,287,033
OTHER GRANTS & SPECIAL REVENUES	-	14,531,975	(1,353,910)
CAPITAL PROJECTS			
2005 LEASE REV BONDS-CAP ADMIN	-	-	1,127,305
CAPITAL ADMIN FUNDS	-	252,300	20,727
CAPITAL PROJECT FUNDS	1,135,898	1,135,898	43,584,976
ELECTRIC UTILITY *			
ELECTRIC UTILITY	-	18,470,974	2,461,443
INTERNAL SERVICE FUNDS			
GENERAL LIABILITY INSURANCE	43,950	1,471,841	(630,639)
WORKERS' COMPENSATION	4,500	703,185	2,156,881
TECHNOLOGY SERVICES	-	5,416,226	7,396,777
FACILITIES MAINTENANCE	816,063	4,810,010	11,704,710
EQUIPMENT MAINTENANCE	-	788,963	126,950
EQUIPT REPLACEMENT RESERVE	1,378,600	1,498,600	21,092,599
DEBT SERVICE			
2005 LEASE REV BONDS-DEBT SVC	-	2,642,900	8,797,427
OPERATING & CAPITAL DEBT SERVICE	252,300	2,768,200	2,921,661
Total	**$ 11,853,566**	**$ 170,582,133**	**$ 212,628,651**

* Represents unrestricted fund balances available for payment of debt service, capital improvements, or other annual operating costs.

MV00204709

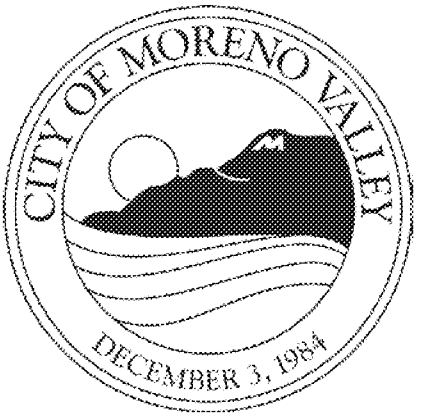

MV00204710

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary

	General Fund	Community Services District	Successor Agency
Revenues:			
Taxes:			
Property Tax	$ 9,647,100	$ 3,188,300	$ 9,238,000
Property Tax in-lieu	13,640,000	-	-
Utility Users Tax	16,114,000	-	-
Sales Tax	15,570,000	-	-
Other Taxes	7,965,000	1,000,000	-
State Gasoline Tax	-	-	-
Licenses & Permits	1,514,000	-	-
Intergovernmental	265,000	-	-
Charges for Services	8,869,395	11,437,031	-
Use of Money & Property	2,688,000	614,221	-
Fines & Forfeitures	601,500	50,000	-
Miscellaneous	51,400	20,100	-
Total Revenues	76,925,395	16,309,652	9,238,000
Expenditures:			
Personnel Services	13,572,861	6,677,542	203,253
Contractual Services	60,090,859	7,206,308	195,764
Material & Supplies	1,161,371	1,106,440	2,800
Debt Service	-	-	2,740,000
Fixed Charges	539,442	3,513,400	562,000
Fixed Assets	125,000	-	-
Total Expenditures	75,489,533	18,503,690	3,703,817
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,435,862	(2,194,038)	5,534,183
Transfers:			
Transfers In	914,538	1,943,244	-
Transfers Out	2,284,003	160,000	2,313,752
Net Transfers	(1,369,465)	1,783,244	(2,313,752)
Total Revenues & Transfers In	77,839,933	18,252,896	9,238,000
Total Expenditures & Transfers Out	77,773,536	18,663,690	6,017,569
Net Change or **Proposed Use of Fund Balance**	**$ 66,397**	**$ (410,794)**	**$ 3,220,431**

MV00204711

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary

	Housing	Special Revenue Fund	Capital Projects
Revenues:			
Taxes:			
Property Tax	$ -	$ 2,700	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	382,000	-
State Gasoline Tax	-	5,042,755	-
Licenses & Permits	-	-	-
Intergovernmental	-	22,530,453	6,195,000
Charges for Services	-	1,949,802	-
Use of Money & Property	15,000	358,074	-
Fines & Forfeitures	-	60,000	-
Miscellaneous	-	2,094,450	1,000
Total Revenues	15,000	32,420,234	6,196,000
Expenditures:			
Personnel Services	-	7,305,824	-
Contractual Services	-	13,751,751	11,000
Material & Supplies	-	1,660,735	-
Debt Service	-	331,300	-
Fixed Charges	-	1,654,131	241,300
Fixed Assets	-	-	-
Total Expenditures	-	24,703,741	252,300
Excess (Deficiency) of Revenues Over (Under) Expenditures	15,000	7,716,493	5,943,700
Transfers:			
Transfers In	-	1,987,832	1,663,600
Transfers Out	-	3,464,500	1,135,898
Net Transfers	-	(1,476,668)	527,702
Total Revenues & Transfers In	15,000	34,408,066	7,859,600
Total Expenditures & Transfers Out	-	28,168,241	1,388,198
Net Change or **Proposed Use of Fund Balance**	**$ 15,000**	**$ 6,239,825**	**$ 6,471,402**

MV00204712

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary

	Electric Utility	Internal Service Funds	Debt Service	Grand Total
Revenues:				
Taxes:				
Property Tax	$ -	$ -	$ -	$ 22,076,100
Property Tax in-lieu	-	-	-	13,640,000
Utility Users Tax	-	-	-	16,114,000
Sales Tax	-	-	-	15,570,000
Other Taxes	-	-	169,900	9,516,900
State Gasoline Tax	-	-	-	5,042,755
Licenses & Permits	-	-	-	1,514,000
Intergovernmental	-	-	-	28,990,453
Charges for Services	18,915,548	9,920,636	-	51,092,412
Use of Money & Property	80,500	-	600	3,756,395
Fines & Forfeitures	-	-	-	711,500
Miscellaneous	123,488	3,844,538	-	6,134,976
Total Revenues	19,119,536	13,765,174	170,500	174,159,491
Expenditures:				
Personnel Services	749,184	3,252,858	-	31,761,522
Contractual Services	381,240	3,644,806	2,100	85,283,828
Material & Supplies	171,700	2,983,793	-	7,086,839
Debt Service	2,197,927	-	5,156,700	10,425,927
Fixed Charges	1,519,494	1,768,055	-	9,797,822
Fixed Assets	13,451,429	796,200	-	14,372,629
Total Expenditures	18,470,974	12,445,712	5,158,800	158,728,567
Excess (Deficiency) of Revenues Over (Under) Expenditures	648,562	1,319,462	(4,988,300)	15,430,924
Transfers:				
Transfers In	-	-	5,344,352	11,853,566
Transfers Out	-	2,243,113	252,300	11,853,566
Net Transfers	-	(2,243,113)	5,092,052	-
Total Revenues & Transfers In	19,119,536	13,765,174	5,514,852	186,013,057
Total Expenditures & Transfers Out	18,470,974	14,688,825	5,411,100	170,582,133
Net Change or **Proposed Use of Fund Balance**	**$ 648,562**	**$ (923,651)**	**$ 103,752**	**$ 15,430,924**

MV00204713

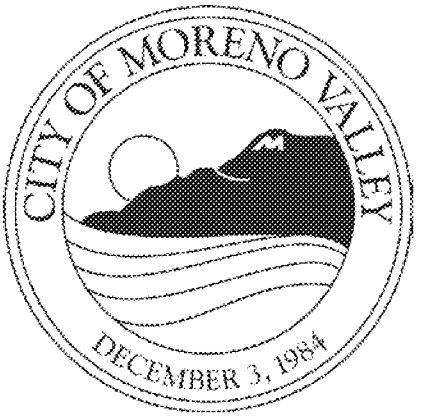

MV00204714

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary

	General Fund	Community Services District	Successor Agency
Revenues:			
Taxes:			
Property Tax	$ 9,803,900	$ 3,233,300	$ 9,238,000
Property Tax in-lieu	13,890,000	-	-
Utility Users Tax	16,428,000	-	-
Sales Tax	16,420,000	-	-
Other Taxes	8,185,000	1,000,000	-
State Gasoline Tax	-	-	-
Licenses & Permits	1,519,200	-	-
Intergovernmental	235,000	-	-
Charges for Services	8,977,274	11,441,112	-
Use of Money & Property	2,589,600	621,351	-
Fines & Forfeitures	606,500	50,000	-
Miscellaneous	51,400	20,100	-
Total Revenues	78,705,874	16,365,863	9,238,000
Expenditures:			
Personnel Services	13,594,392	6,701,698	203,253
Contractual Services	63,442,602	7,413,379	195,764
Material & Supplies	1,050,440	916,350	2,800
Debt Service	-	-	2,755,000
Fixed Charges	(800,047)	3,513,400	562,000
Fixed Assets	125,000	-	-
Total Expenditures	77,412,387	18,544,827	3,718,817
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,293,487	(2,178,964)	5,519,183
Transfers:			
Transfers In	117,790	1,947,608	-
Transfers Out	2,402,603	160,000	2,405,000
Net Transfers	(2,284,813)	1,787,608	(2,405,000)
Total Revenues & Transfers In	78,823,664	18,313,471	9,238,000
Total Expenditures & Transfers Out	79,814,990	18,704,827	6,123,817
Net Change or **Proposed Use of Fund Balance**	**$ (991,326)**	**$ (391,356)**	**$ 3,114,183**

MV00204715

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary

	Housing	Special Revenue Fund	Capital Projects
Revenues:			
Taxes:			
Property Tax	$ -	$ 2,800	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	389,900	-
State Gasoline Tax	-	5,168,574	-
Licenses & Permits	-	-	-
Intergovernmental	-	13,540,779	-
Charges for Services	-	1,974,240	-
Use of Money & Property	15,000	360,581	-
Fines & Forfeitures	-	60,000	-
Miscellaneous	-	2,110,950	1,000
Total Revenues	15,000	23,607,824	1,000
Expenditures:			
Personnel Services	-	7,212,858	-
Contractual Services	-	9,293,900	11,000
Material & Supplies	-	1,062,499	-
Debt Service	-	339,300	-
Fixed Charges	-	1,654,131	245,100
Fixed Assets	-	-	-
Total Expenditures	-	19,562,688	256,100
Excess (Deficiency) of Revenues Over (Under) Expenditures	15,000	4,045,136	(255,100)
Transfers:			
Transfers In	-	1,688,797	1,667,400
Transfers Out	-	3,466,300	1,135,898
Net Transfers	-	(1,777,503)	531,502
Total Revenues & Transfers In	15,000	25,296,621	1,668,400
Total Expenditures & Transfers Out	-	23,028,988	1,391,998
Net Change or **Proposed Use of Fund Balance**	**$ 15,000**	**$ 2,267,633**	**$ 276,402**

MV00204716

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary

	Electric Utility	Internal Service Funds	Debt Service	Grand Total
Revenues:				
Taxes:				
Property Tax	$ -	$ -	$ -	$ 22,278,000
Property Tax in-lieu	-	-	-	13,890,000
Utility Users Tax	-	-	-	16,428,000
Sales Tax	-	-	-	16,420,000
Other Taxes	-	-	168,500	9,743,400
State Gasoline Tax	-	-	-	5,168,574
Licenses & Permits	-	-	-	1,519,200
Intergovernmental	-	-	-	13,775,779
Charges for Services	19,285,102	9,908,636	-	51,586,364
Use of Money & Property	80,500	-	600	3,667,632
Fines & Forfeitures	-	-	-	716,500
Miscellaneous	125,878	3,504,538	-	5,813,866
Total Revenues	19,491,480	13,413,174	169,100	161,007,315
Expenditures:				
Personnel Services	784,095	3,271,018	-	31,767,314
Contractual Services	384,025	3,518,717	4,200	84,263,587
Material & Supplies	151,700	2,664,793	-	5,848,582
Debt Service	2,193,278	-	5,161,800	10,449,378
Fixed Charges	1,519,494	1,768,055	-	8,462,133
Fixed Assets	13,829,635	796,200	-	14,750,835
Total Expenditures	18,862,227	12,018,783	5,166,000	155,541,829
Excess (Deficiency) of Revenues Over (Under) Expenditures	629,253	1,394,391	(4,996,900)	5,465,486
Transfers:				
Transfers In	-	-	5,435,500	10,857,095
Transfers Out	-	1,031,194	256,100	10,857,095
Net Transfers	-	(1,031,194)	5,179,400	-
Total Revenues & Transfers In	19,491,480	13,413,174	5,604,600	171,864,410
Total Expenditures & Transfers Out	18,862,227	13,049,977	5,422,100	166,398,924
Net Change or **Proposed Use of Fund Balance**	**$ 629,253**	**$ 363,197**	**$ 182,500**	**$ 5,465,486**

MV00204717

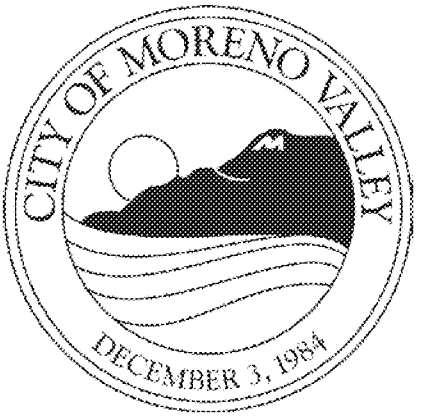

MV00204718

City of Moreno Valley
FY2013/14 City-wide Revenue Summary
Sources of Funds: $186,013,057

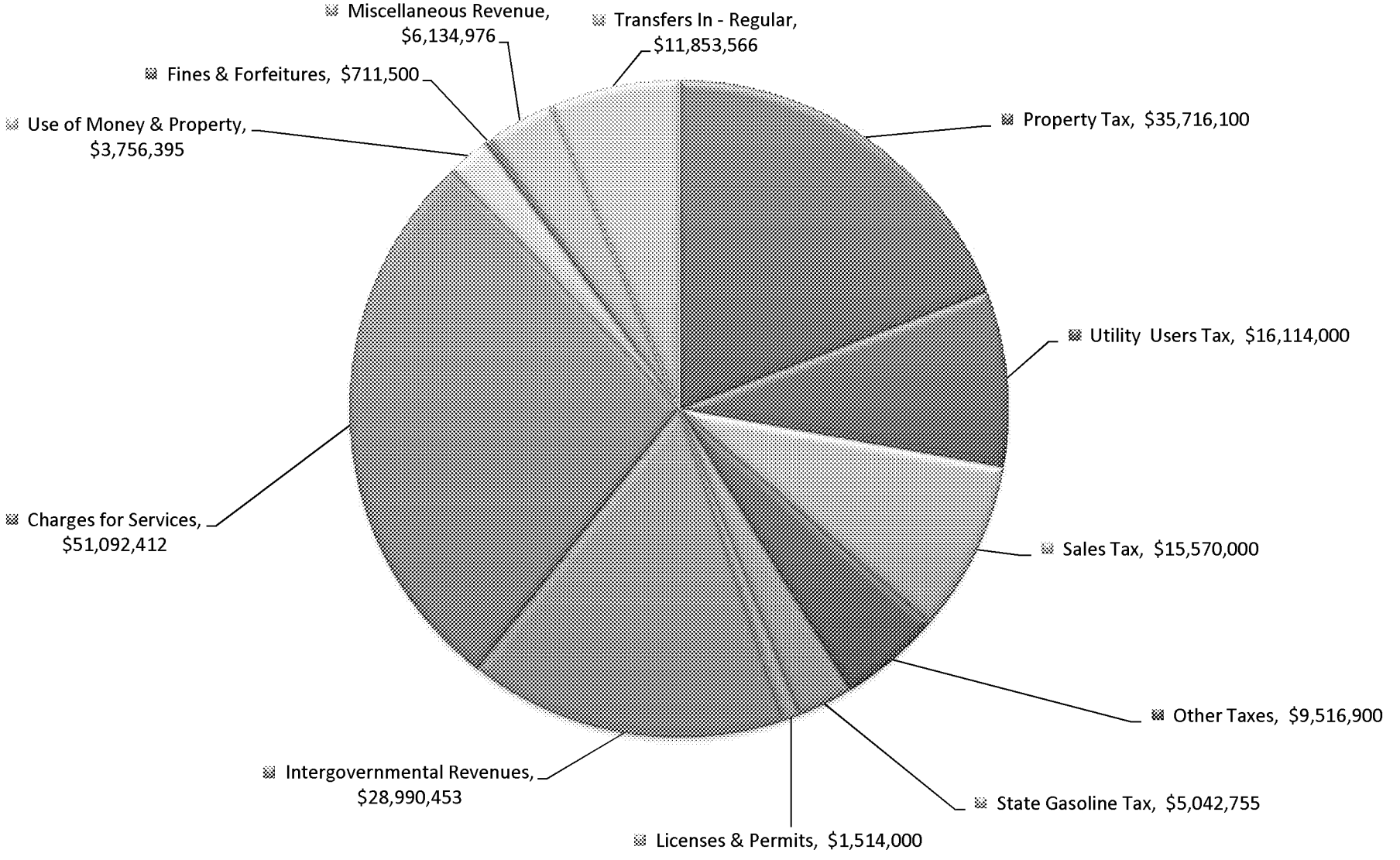

MV00204719

City of Moreno Valley
FY2013/14 City-wide Operating Expenditure Summary
Uses of Funds: $170,582,133

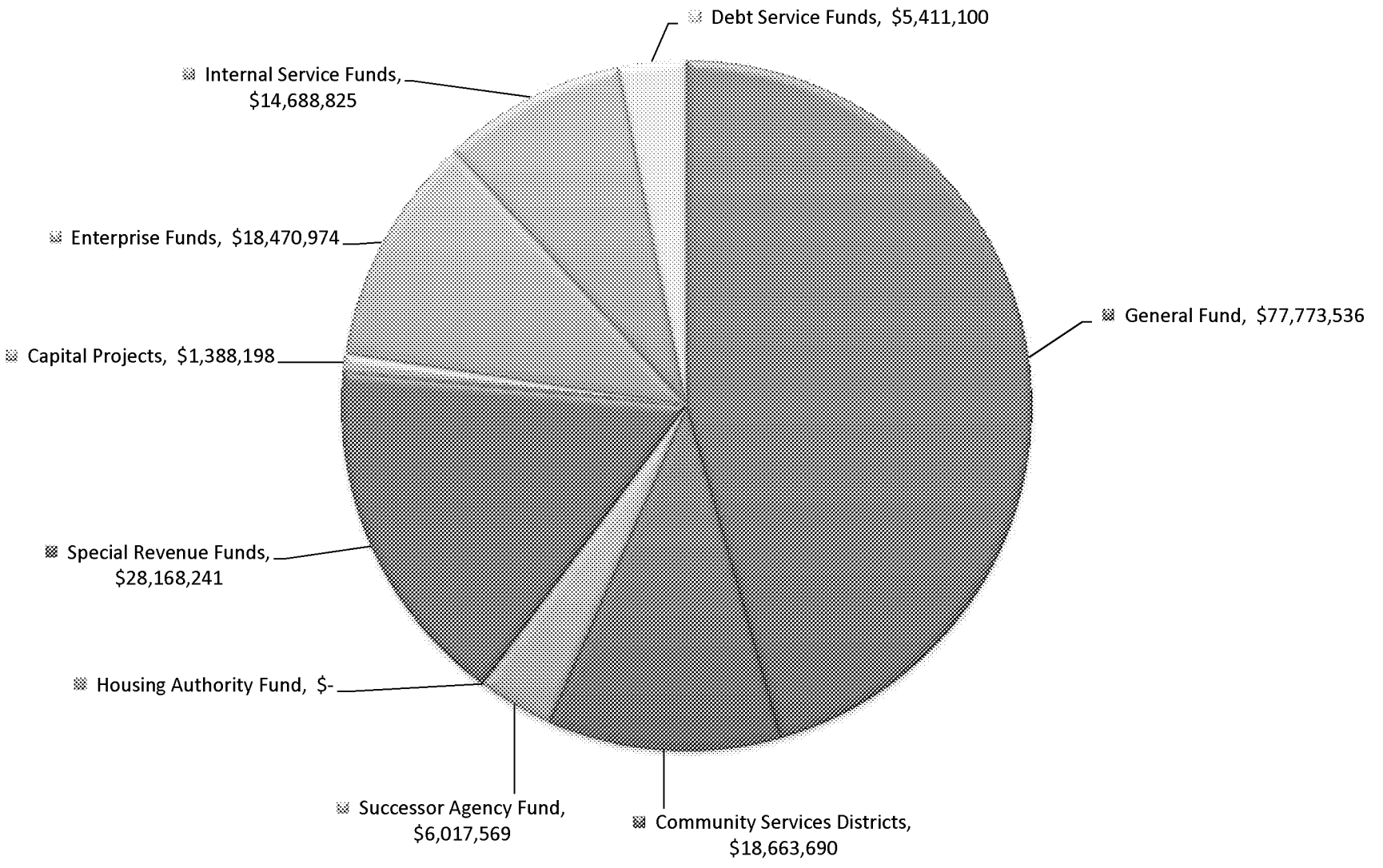

MV00204720

City of Moreno Valley
FY2013/14 General Fund Operating Revenue Summary
Sources of Funds: $77,839,933

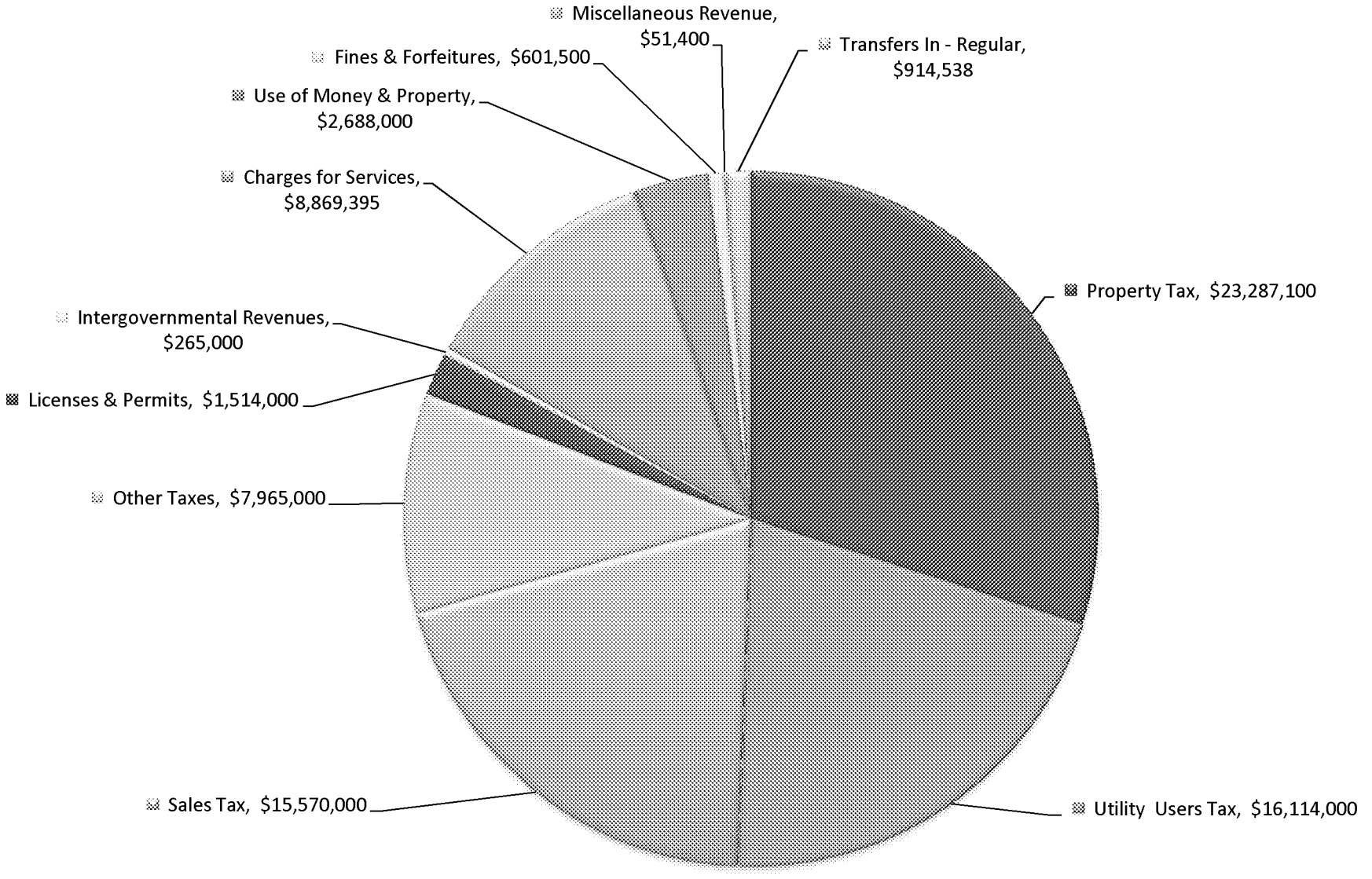

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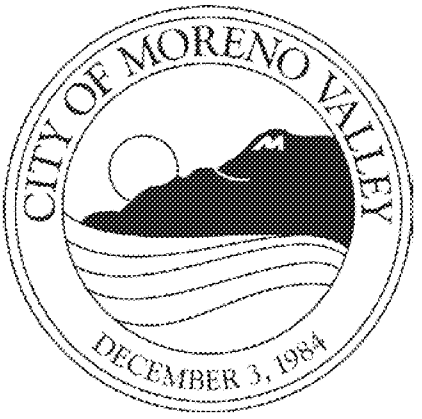

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City of Moreno Valley
FY2013/14 General Fund Operating Expenditure Summary
Uses of Funds: $77,773,536

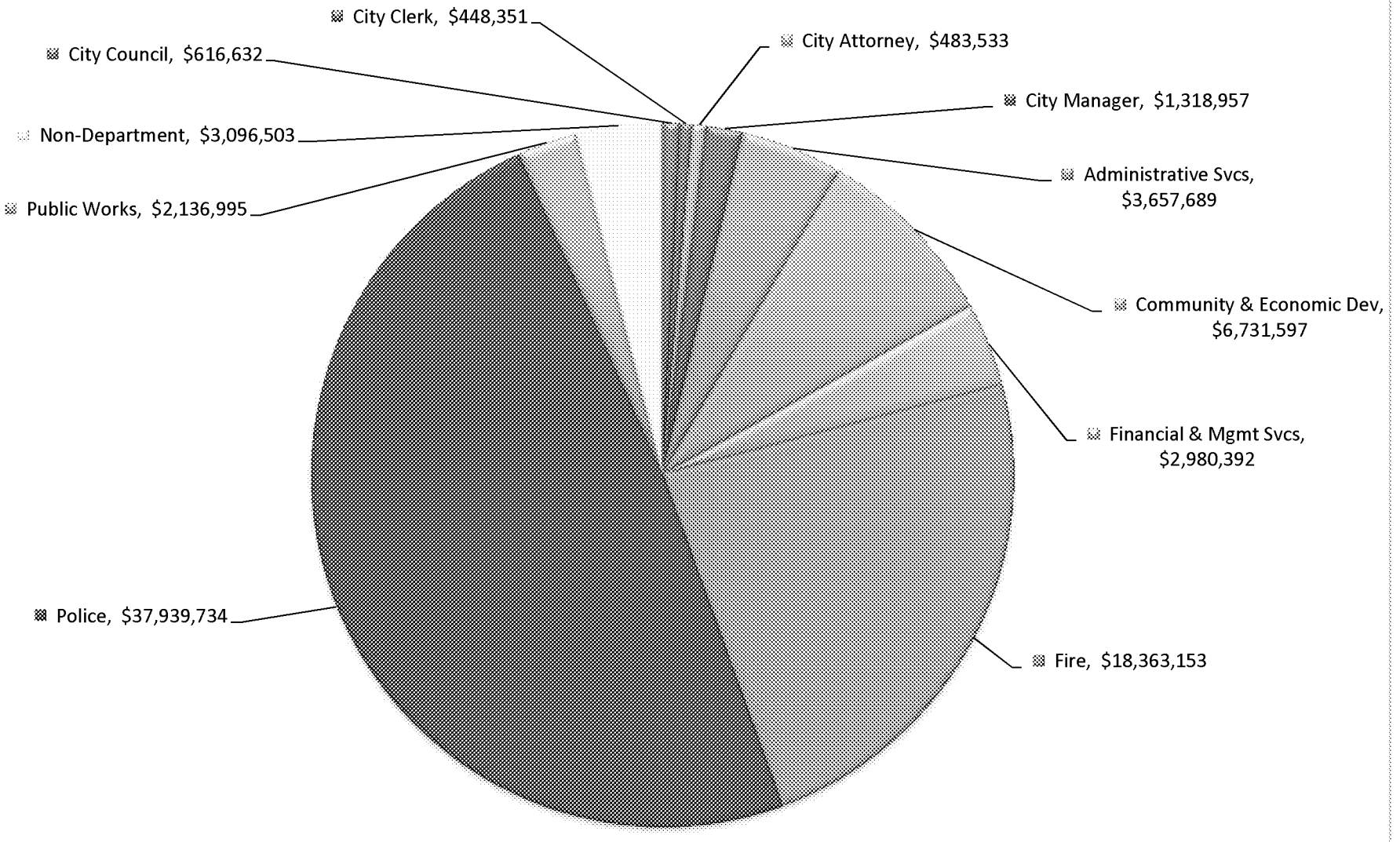

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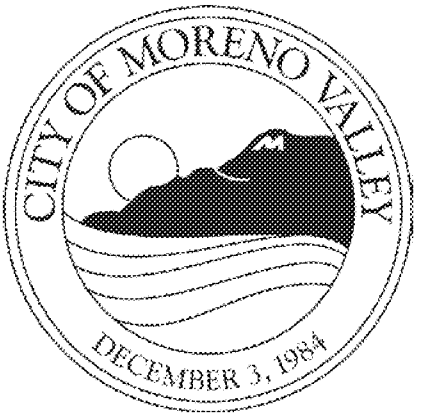

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City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
REVENUE SUMMARY BY FUND

Fund / Fund Title	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease)	2014/15 Proposed Budget	Increase (Decrease)
1010 GENERAL FUND	$ 72,267,193	$ 75,478,924	$ 74,476,202	$ 77,839,933	$ 3,363,731	$ 78,823,664	$ 983,731
2000 GAS TAX	3,156,714	5,555,980	5,104,669	5,224,755	120,086	5,351,074	126,319
2001 MEASURE A	3,971,081	9,578,490	9,447,250	9,561,394	114,144	5,043,004	(4,518,390)
2002 PROP 42 REPLACEMENT FUND	1,806,198	195	-	-	-	-	-
2003 TRAFFIC CONGESTION RELIEF	31,474	(12,328)	-	-	-	-	-
2004 PROP 1B	598	381	-	-	-	-	-
2005 AIR QUALITY MANAGEMENT	214,655	251,349	207,000	207,000	-	207,000	-
2006 SPEC DIST ADMIN	878,715	777,906	883,498	852,400	(31,098)	865,300	12,900
2007 STORM WATER MAINTENANCE	390,239	260,151	421,400	414,000	(7,400)	414,000	-
2008 STORM WATER MANAGEMENT	909,142	828,508	990,874	1,003,897	13,023	1,015,035	11,138
2009 H.E.A.L	-	-	-	-	-	-	-
2010 CFD #4M	34,943	35,155	42,700	41,074	(1,626)	41,481	407
2011 PUB/EDUC/GOVT ACCESS PROG FD	813,998	528,362	730,000	550,000	(180,000)	565,000	15,000
2012 STRATEGY PLAN GRANT/SCE	8,638	212,806	-	30,000	30,000	-	(30,000)
2013 CIVIL PENALTIES	67,685	58,682	-	64,000	64,000	64,000	-
2014 EMERGENCY SERVICES	56,489	6,797	-	42,000	42,000	42,000	-
2016 DISASTER	72,255	33,366	-	-	-	-	-
2200 BEVERAGE CONTAINER RECYCLING	15,053	46,650	22,820	55,000	32,180	55,000	-
2201 CHILD CARE GRANT	628,629	555,673	812,338	606,461	(205,877)	606,461	-
2202 ASES PROGRAM GRANT	5,961,567	5,787,996	6,212,600	6,104,800	(107,800)	6,104,800	-
2206 USED OIL BLOCK GRANTS	54,191	24,353	25,148	-	(25,148)	-	-
2207 OIL PAYMENT GRANT	-	60,083	59,938	56,630	(3,308)	56,630	-
2209 TIRE RUBBERIZED GRANTS	120,000	-	56,000	-	(56,000)	-	-
2410 SLESF GRANTS	184,511	302,852	315,970	-	(315,970)	-	-
2503 EMPG-EMERGENCY MGMT GRANT	69,451	103,800	64,000	74,000	10,000	74,000	-
2504 EPA GRANT-BOX SPRINGS WATER	567	(918)	-	-	-	-	-
2505 ETA JOB TRAINING GRANT	20,180	-	-	-	-	-	-
2506 HOME(FEDERAL)	96,539	178,888	413,435	902,077	488,642	567,346	(334,731)
2507 NEIGHBORHOOD STABILIZATION PROG	3,322,567	1,781,643	2,379,600	3,500,000	1,120,400	-	(3,500,000)
2508 HOMELESSNESS PREVENTION PROG	217,810	93,633	-	-	-	-	-
2509 FHWA TRANSIMS	77,380	-	-	-	-	-	-
2510 EECBG	652,398	878,607	177,663	-	(177,663)	-	-
2511 FY10 EOC GRANT	54,401	55,584	400,000	-	(400,000)	-	-
2512 COMM DEV BLOCK GRANT (CDBG)	1,418,992	1,168,287	3,599,850	2,575,197	(1,024,653)	1,843,109	(732,088)
2513 CDBG RECOVERY ACT OF 2009	331,974	30,700	135,083	135,083	-	135,083	-
2705 OTS GRANTS PUBLIC SAFETY	320,589	234,526	342,200	81,200	(261,000)	81,200	-
2715 JAG GRANTS	225,731	294,963	645,350	21,000	(624,350)	-	(21,000)

MV00204725

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
REVENUE SUMMARY BY FUND

Fund / Fund Title	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease)	2014/15 Proposed Budget	Increase (Decrease)
2720 COPS TECH GRANTS	30,771	-	30,700	-	(30,700)	-	-
2725 ICEP TASK FORCE	2,890	-	-	-	-	-	-
2800 SCAG ARTICLE 3 FUND	-	154,615	80,000	150,000	70,000	-	(150,000)
2803 TARGET GRANT - PD	-	2,000	-	-	-	-	-
2901 DIF - ARTERIAL STREETS	332,403	331,896	832,603	832,603	-	832,603	-
2902 DIF - TRAFFIC SIGNALS	407,377	88,974	26,700	26,700	-	26,700	-
2903 DIF - FIRE	140,118	30,264	82,200	82,200	-	82,200	-
2904 DIF - POLICE	94,479	12,888	-	-	-	-	-
2905 DIF-PARKLAND FACILITIES	107,422	200,870	497,560	497,560	-	497,560	-
2906 DIF-QUIMBY IN-LIEU PARK FEES	71,026	609,869	53,735	53,735	-	53,735	-
2907 DIF-REC CENTER	5,828	82,015	51,900	51,900	-	51,900	-
2908 DIF-LIBRARY	104,278	97,245	98,700	98,700	-	98,700	-
2909 DIF-CITY HALL	162,775	79,441	54,500	54,500	-	54,500	-
2910 DIF-CORPORATE YARD	82,785	2,415,877	16,500	16,500	-	16,500	-
2911 DIF-INTERCHANGE IMPROVEMENT	25,385	6,752	41,100	41,100	-	41,100	-
2912 DIF-MAINTENANCE EQUIPMENT	9,166	2,319	4,200	4,200	-	4,200	-
2913 DIF-ANIMAL SHELTER	6,916	152	6,100	6,100	-	6,100	-
3000 FACILITY CONSTRUCTION	620	6,500,000	400,000	-	(400,000)	-	-
3002 PW GENERAL CAPITAL PROJECTS	321,205	2,959,848	4,867,396	-	(4,867,396)	-	-
3003 TUMF CAPITAL PROJECTS	2,575,339	772,336	4,000,000	5,300,000	1,300,000	-	(5,300,000)
3005 FIRE SERVICES CAPITAL	-	-	-	-	-	-	-
3006 PARKS & RECREATION CAPITAL PROJ	-	377,608	691,300	691,300	-	691,300	-
3301 DIF ARTERIAL STREETS CAPITAL PRO	295,607	4,355,613	561,000	500	(560,500)	500	-
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	22,285	1,533,537	903,000	1,615,500	712,500	720,500	(895,000)
3311 DIF INTERCHANGE IMPROV CAP PROJ	1,740,000	-	-	-	-	-	-
3401 2005 LEASE REV BONDS-CAP ADMIN	834	161,538	-	-	-	-	-
3405 TOWNGATE IMPR SPCL TAX CAP ADMIN	47,480	32,500	32,500	33,800	1,300	34,500	700
3406 2007 TWNGTE SPC TAX REF CAP ADM	142,780	148,600	148,600	154,600	6,000	157,700	3,100
3407 AUTOMALL CAP-ADMIN	137,400	63,800	63,800	63,900	100	63,900	-
3451 WARNER RANCH ASDST	8,325	-	2,100	-	(2,100)	-	-
3701 2005 LEASE REV BONDS-DEBT SVC	2,644,379	2,650,620	2,647,873	2,647,973	100	2,730,000	82,027
3705 TOWNGATE IMPR SPCL TAX REF DEBTS	388,683	420,084	393,081	392,781	(300)	395,900	3,119
3706 TOWNGATE SPCL TAX REF DEBT SERV	1,168,766	1,175,795	1,182,647	1,182,647	-	1,190,300	7,653
3707 AUTOMALL REFIN-CFD#3 DEBT SERV	174,664	103,488	191,250	164,051	(27,199)	162,900	(1,151)
3750 CH COP 97 DEBT SERVICE	5,082,025	-	-	-	-	-	-

MV00204726

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
REVENUE SUMMARY BY FUND

Fund / Fund Title	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease)	2014/15 Proposed Budget	Increase (Decrease)
3751 2011 PRIV PLACE REF 97 LRBS	3,272,000	386,032	326,000	340,400	14,400	338,000	(2,400)
3753 2011 PRIV PLMT REF 97 VAR COPS	4,343,500	787,318	711,100	787,000	75,900	787,500	500
3754 PUB SAFETY BOND DEBT SERVICE	3,582,203	-	-	-	-	-	-
3756 OPA SALES TAX #2	449,473	-	-	-	-	-	-
3910 CELEBRATION PARK ENDOWMENT	990	1,520	1,000	1,000	-	1,000	-
3911 EQUESTRIAN TRAIL ENDOWMENT	174	371	-	200	200	200	-
3912 ROCKRIDGE PARK ENDOWMENT	-	1,775	-	1,800	1,800	1,800	-
3913 NPDES ENDOWMENT FUND	-	14,506	-	-	-	-	-
4011 ASSMT DIST 98-1 DEBT SERVICE	5,204	-	2,800	2,700	(100)	2,800	100
4015 CTRPT 87-4	(2,643)	-	-	-	-	-	-
4016 MV FOUNDATION - DONATIONS	-	-	-	-	-	-	-
4017 ARTS COMMISSION	504	-	1,300	2,500	1,200	3,500	1,000
4019 CFD#5 STONERIDGE	376,063	384,309	392,900	382,100	(10,800)	390,000	7,900
4020 CFD#4I INFRASTRUCTURE	-	-	604,600	-	(604,600)	-	-
4800 SUCCESSOR AGENCY ADMIN FUND	-	2,445,988	8,950,000	9,238,000	288,000	9,238,000	-
4820 SUCCESSOR AGENCY CAP PROJ	-	2	-	-	-	-	-
4821 SUCCESSOR AGNCY 2007 TABS A CAP	-	241,910	-	-	-	-	-
4850 SUCCESSOR AGNCY TAX REVENUE	-	3,831,138	-	-	-	-	-
4851 SUCSR AGNCY 2007 TABS A DEBT SRV	-	4	-	-	-	-	-
5010 LIBRARY SERVICES	1,971,052	1,806,776	1,894,200	1,873,708	(20,492)	1,894,708	21,000
5011 ZONE A PARKS	8,528,391	8,927,636	8,305,000	8,702,258	397,258	8,620,407	(81,851)
5012 ZONE B STREET LIGHTS	1,741,978	1,700,935	1,702,552	1,677,300	(25,252)	1,735,700	58,400
5013 ZONE E EXTENDED LANDSCAPE	2,478,586	2,527,363	2,518,238	2,471,255	(46,983)	2,493,176	21,921
5110 ZONE C ARTERIAL ST LIGHTS	571,589	676,955	953,486	928,500	(24,986)	957,700	29,200
5111 ZONE D STANDARD LANDSCAPE	1,133,506	1,146,564	1,138,900	1,189,115	50,215	1,198,512	9,397
5112 ZONE M MEDIANS	261,984	312,568	285,431	304,509	19,078	306,527	2,018
5113 CFD#1	1,063,854	1,025,615	1,041,400	1,050,400	9,000	1,050,400	-
5114 ZONE S	53,579	58,856	53,895	55,851	1,956	56,341	490
6010 ELECTRIC	15,627,325	17,031,750	17,817,100	19,119,536	1,302,436	19,491,480	371,944
6020 2007 TAXABLE LEASE REVENUE BONDS	728	438	-	-	-	-	-
6030 2005 LEASE REVENUE BONDS	-	-	-	-	-	-	-
7010 GENERAL LIABILITY INSURANCE	948,080	798,398	808,100	793,152	(14,948)	793,152	-
7110 WORKERS' COMPENSATION	-	778,688	781,600	785,600	4,000	785,600	-
7210 TECHNOLOGY SERVICES	4,281,193	5,714,660	4,491,900	4,622,300	130,400	4,282,300	(340,000)
7310 FACILITIES MAINTENANCE	4,012,254	4,189,590	4,081,200	4,481,586	400,386	4,481,586	-

MV00204727

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
REVENUE SUMMARY BY FUND

Fund / Fund Title	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease)	2014/15 Proposed Budget	Increase (Decrease)
7410 EQUIPMENT MAINTENANCE	607,264	739,470	740,831	798,134	57,303	786,134	(12,000)
7510 EQUIPT REPLACEMENT RESERVE	2,304,660	2,585,546	2,284,402	2,284,402	-	2,284,402	-
8010 RDA ADMINISTRATION	-	445,011	-	-	-	-	-
8110 RDA CAPITAL PROJECTS	162,146	-	-	-	-	-	-
8111 RDA 2007 TABS, SERIES A CAP PROJ	640,167	523,810	-	-	-	-	-
8210 RDA HOUSING FUND	3,929,715	1,802,545	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	7,245,311	6,030,525	-	-	-	-	-
8312 RDA 2007 TABS, SERIES A DEBT SV	2	-	-	-	-	-	-
8313 RDA 2007 TABS, SERIES B DEBT SV	-	-	-	-	-	-	-
8884 HOUSING AUTHORITY	-	421,693	2,900,000	15,000	(2,885,000)	15,000	-
Total Revenues	**$ 184,377,391**	**$ 197,902,848**	**$ 188,714,568**	**$ 186,013,057**	**$ (2,701,511)**	**$ 171,864,410**	**$ (14,148,647)**

MV00204728

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
EXPENDITURE SUMMARY BY FUND

Fund / Fund Title	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
1010 GENERAL FUND	$ 77,191,210	$ 80,377,208	$ 81,542,832	$ 77,773,536	$ (3,769,296)	$ 79,814,990	$ 2,041,454
2000 GAS TAX	2,635,408	4,812,029	5,045,815	5,332,697	286,882	5,412,949	80,252
2001 MEASURE A	1,254,740	341,363	448,794	1,361,795	913,001	853,510	(508,285)
2005 AIR QUALITY MANAGEMENT	203,475	206,759	219,310	221,448	2,138	222,740	1,292
2006 SPEC DIST ADMIN	1,129,136	865,476	877,137	814,116	(63,021)	813,391	(725)
2007 STORM WATER MAINTENANCE	302,605	427,739	448,085	450,748	2,663	452,270	1,522
2008 STORM WATER MANAGEMENT	915,995	960,325	1,119,441	1,074,370	(45,071)	1,117,397	43,027
2009 H.E.A.L	3,000	-	-	-	-	-	-
2010 CFD #4M	27,886	19,930	48,200	35,300	(12,900)	33,300	(2,000)
2011 PUB/EDUC/GOVT ACCESS PROG FD	433,343	566,141	1,164,224	845,570	(318,654)	790,996	(54,574)
2012 STRATEGY PLAN GRANT/SCE	7,260	92,089	-	29,415	29,415	-	(29,415)
2013 CIVIL PENALTIES	19,905	118,729	81,401	39,415	(41,986)	39,811	396
2014 EMERGENCY SERVICES	-	27,349	80,000	110,000	30,000	80,000	(30,000)
2016 DISASTER	55,796	-	390,300	-	(390,300)	-	-
2200 BEVERAGE CONTAINER RECYCLING	15,053	46,650	24,821	55,300	30,479	55,300	-
2201 CHILD CARE GRANT	632,815	555,419	871,865	612,761	(259,104)	616,361	3,600
2202 ASES PROGRAM GRANT	6,072,946	6,189,351	6,175,017	6,080,840	(94,177)	6,081,434	594
2206 USED OIL BLOCK GRANTS	28,516	24,353	29,621	-	(29,621)	-	-
2207 OIL PAYMENT GRANT	-	60,083	60,309	56,630	(3,679)	56,630	-
2209 TIRE RUBBERIZED GRANTS	-	93,526	-	-	-	-	-
2410 SLESF GRANTS	188,741	301,305	315,970	-	(315,970)	-	-
2503 EMPG-EMERGENCY MGMT GRANT	69,451	103,800	75,259	74,506	(753)	74,932	426
2504 EPA GRANT-BOX SPRINGS WATER	-	-	-	-	-	-	-
2505 ETA JOB TRAINING GRANT	13,553	-	-	-	-	-	-
2506 HOME(FEDERAL)	115,696	133,567	1,649,073	902,077	(746,996)	564,780	(337,297)
2507 NEIGHBORHOOD STABILIZATION PROG	2,991,605	1,232,116	7,870,741	3,466,451	(4,404,290)	-	(3,466,451)
2508 HOMELESSNESS PREVENTION PROG	229,466	81,926	-	-	-	-	-
2509 FHWA TRANSIMS	53,048	-	-	-	-	-	-
2510 EECBG	652,398	878,607	445,393	-	(445,393)	-	-
2511 FY10 EOC GRANT	21,401	88,584	400,000	-	(400,000)	-	-
2512 COMM DEV BLOCK GRANT (CDBG)	1,275,318	1,096,635	2,387,033	2,575,197	188,164	1,808,387	(766,810)
2513 CDBG RECOVERY ACT OF 2009	331,974	30,700	-	-	-	-	-
2705 OTS GRANTS PUBLIC SAFETY	319,251	234,526	436,700	81,200	(355,500)	81,200	-
2715 JAG GRANTS	225,228	296,368	650,193	84,605	(565,588)	-	(84,605)
2720 COPS TECH GRANTS	30,771	-	-	-	-	-	-

MV00204729

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
EXPENDITURE SUMMARY BY FUND

Fund / Fund Title	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
2725 ICEP TASK FORCE	2,176	-	-	-	-	-	-
2800 SCAG ARTICLE 3 FUND	-	-	-	-	-	-	-
2803 TARGET GRANT - PD	-	-	-	-	-	-	-
2901 DIF - ARTERIAL STREETS	1,413,675	5,474,700	1,679,700	1,118,200	(561,500)	1,120,200	2,000
2902 DIF - TRAFFIC SIGNALS	-	1,530,000	780,000	720,000	(60,000)	720,000	-
2903 DIF - FIRE	254,008	254,000	254,000	256,400	2,400	257,200	800
2904 DIF - POLICE	676,810	676,800	676,800	678,600	1,800	677,600	(1,000)
2905 DIF-PARKLAND FACILITIES	-	325,833	70,000	70,000	-	70,000	-
2906 DIF-QUIMBY IN-LIEU PARK FEES	-	51,775	621,300	621,300	-	621,300	-
2907 DIF-REC CENTER	-	-	-	-	-	-	-
2908 DIF-LIBRARY	-	4,000,000	-	-	-	-	-
2909 DIF-CITY HALL	-	-	400,000	-	(400,000)	-	-
2910 DIF-CORPORATE YARD	-	2,500,000	-	-	-	-	-
2911 DIF-INTERCHANGE IMPROVEMENT	1,740,000	-	-	-	-	-	-
2912 DIF-MAINTENANCE EQUIPMENT	-	-	-	-	-	-	-
2913 DIF-ANIMAL SHELTER	-	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION	-	2,400,000	-	-	-	-	-
3003 TUMF CAPITAL PROJECTS	-	-	-	-	-	-	-
3005 FIRE SERVICES CAPITAL	-	15	-	-	-	-	-
3006 PARKS & RECREATION CAPITAL PROJ	-	34,000	407,995	407,995	-	407,995	-
3007 PARK ACQUISITION & DEVELOPMENT	230	-	-	-	-	-	-
3301 DIF ARTERIAL STREETS CAPITAL PRO	-	60,659	727,903	727,903	-	727,903	-
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	-	-	-	-	-	-	-
3401 2005 LEASE REV BONDS-CAP ADMIN	771	164	-	-	-	-	-
3405 TOWNGATE IMPR SPCL TAX CAP ADMIN	47,603	32,602	32,600	33,800	1,200	34,500	700
3406 2007 TWNGTE SPC TAX REF CAP ADM	140,905	147,314	148,600	154,600	6,000	157,700	3,100
3407 AUTOMALL CAP-ADMIN	138,508	63,867	63,800	63,900	100	63,900	-
3451 WARNER RANCH ASDST	7,269	-	800	-	(800)	-	-
3701 2005 LEASE REV BONDS-DEBT SVC	2,641,743	2,646,120	2,650,800	2,642,900	(7,900)	2,650,400	7,500
3705 TOWNGATE IMPR SPCL TAX REF DEBTS	402,855	389,673	389,700	388,900	(800)	390,200	1,300
3706 TOWNGATE SPCL TAX REF DEBT SERV	1,155,349	1,162,894	1,162,900	1,165,600	2,700	1,170,900	5,300
3707 AUTOMALL REFIN-CFD#3 DEBT SERV	1,424,150	1,062,588	393,500	86,300	(307,200)	85,100	(1,200)
3750 CH COP 97 DEBT SERVICE	6,021,090	-	-	-	-	-	-
3751 2011 PRIV PLACE REF 97 LRBS	3,272,000	386,032	403,750	340,400	(63,350)	338,000	(2,400)
3753 2011 PRIV PLMT REF 97 VAR COPS	4,343,500	787,318	792,320	787,000	(5,320)	787,500	500

MV00204730

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
EXPENDITURE SUMMARY BY FUND

Fund / Fund Title	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
3754 PUB SAFETY BOND DEBT SERVICE	4,345,967	-	-	-	-	-	-
3756 OPA SALES TAX #2	449,473	1	-	-	-	-	-
3910 CELEBRATION PARK ENDOWMENT	-	-	-	-	-	-	-
3911 EQUESTRIAN TRAIL ENDOWMENT	289	-	-	-	-	-	-
3912 ROCKRIDGE PARK ENDOWMENT	-	-	-	-	-	-	-
3913 NPDES ENDOWMENT FUND	-	-	-	-	-	-	-
4011 ASSMT DIST 98-1 DEBT SERVICE	3,508	0	2,750	2,700	(50)	2,800	100
4015 CTRPT 87-4	-	-	-	-	-	-	-
4016 MV FOUNDATION - DONATIONS	-	-	-	-	-	-	-
4017 ARTS COMMISSION	504	-	1,000	14,600	13,600	14,600	-
4019 CFD#5 STONERIDGE	388,480	369,738	382,000	382,000	-	389,900	7,900
4020 CFD#4I INFRASTRUCTURE	-	-	-	-	-	-	-
4800 SUCCESSOR AGENCY ADMIN FUND	-	1,459,010	6,938,421	3,757,569	(3,180,852)	3,848,817	91,248
4820 SUCCESSOR AGENCY CAP PROJ	-	(991,224)	-	-	-	-	-
4850 SUCCESSOR AGNCY TAX REVENUE	-	331,769	-	-	-	-	-
4851 SUCSR AGNCY 2007 TABS A DEBT SRV	-	656,450	-	2,260,000	2,260,000	2,275,000	15,000
5010 LIBRARY SERVICES	1,852,640	1,950,887	2,045,041	1,812,217	(232,824)	1,828,882	16,665
5011 ZONE A PARKS	7,625,140	7,811,701	8,851,802	9,148,506	296,704	8,941,044	(207,462)
5012 ZONE B STREET LIGHTS	1,605,917	1,502,323	1,761,277	1,677,100	(84,177)	1,735,500	58,400
5013 ZONE E EXTENDED LANDSCAPE	2,332,843	2,021,675	2,429,700	2,481,783	52,083	2,535,783	54,000
5110 ZONE C ARTERIAL ST LIGHTS	751,807	788,405	953,013	927,800	(25,213)	957,400	29,600
5111 ZONE D STANDARD LANDSCAPE	1,018,023	982,097	1,096,515	1,086,200	(10,315)	1,120,300	34,100
5112 ZONE M MEDIANS	220,321	211,567	306,709	281,844	(24,865)	292,144	10,300
5113 CFD#1	843,796	921,541	1,065,988	1,182,223	116,235	1,225,757	43,534
5114 ZONE S	61,107	66,323	66,274	66,017	(257)	68,017	2,000
6010 ELECTRIC	12,826,512	15,135,875	15,958,462	16,313,067	354,605	16,708,969	395,902
6020 2007 TAXABLE LEASE REVENUE BONDS	1,433,876	1,410,668	1,834,883	1,835,144	261	1,830,995	(4,149)
6030 2005 LEASE REVENUE BONDS	217,740	212,658	318,338	322,763	4,425	322,263	(500)
7010 GENERAL LIABILITY INSURANCE	897,043	900,910	1,454,302	1,471,841	17,539	1,472,527	686
7110 WORKERS' COMPENSATION	636,328	218,766	702,435	703,185	750	703,614	429
7210 TECHNOLOGY SERVICES	3,545,154	3,666,605	7,335,681	5,416,226	(1,919,455)	5,357,209	(59,017)
7310 FACILITIES MAINTENANCE	3,906,193	4,154,776	4,416,725	4,810,010	393,285	4,451,921	(358,089)
7410 EQUIPMENT MAINTENANCE	652,610	829,267	774,229	788,963	14,734	778,525	(10,438)
7510 EQUIPT REPLACEMENT RESERVE	352,255	296,905	623,579	1,498,600	875,021	286,181	(1,212,419)
8010 RDA ADMINISTRATION	595,863	376,051	-	-	-	-	-

MV00204731

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
EXPENDITURE SUMMARY BY FUND

Fund / Fund Title	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
8110 RDA CAPITAL PROJECTS	-	-	-	-	-	-	-
8111 RDA 2007 TABS, SERIES A CAP PROJ	518	-	-	-	-	-	-
8210 RDA HOUSING FUND	865,344	373,503	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	4,884,664	3,551,330	-	-	-	-	-
8312 RDA 2007 TABS, SERIES A DEBT SV	2,185,032	1,235,842	-	-	-	-	-
8313 RDA 2007 TABS, SERIES B DEBT SV	22,848,672	-	-	-	-	-	-
8884 HOUSING AUTHORITY	-	750,014	25,561	-	(25,561)	-	-
Total Expenditures	**$ 198,477,245**	**$ 175,444,434**	**$ 183,858,687**	**$ 170,582,133**	**$ (13,276,554)**	**$ 166,398,924**	**$ (4,183,209)**

MV00204732

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
General Fund Reserve Summary

	2011/12	2012/13		2013/14		2014/15	
	Audited	Projected Use for Operating Expenditures	Projected Balance	Projected Use for Operating Expenditures	Projected Balance	Projected Use for Operating Expenditures	Projected Balance
Nonspendable:							
Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Invested in Capital Assets	-	-	-	-	-	-	-
Capital Contribution	-	-	-	-	-	-	-
Prepaid & Other	56,017	-	56,017	-	56,017	-	56,017
Advances	51,700	-	51,700	-	51,700	-	51,700
Long Term Receivables	-	-	-	-	-	-	-
Land Held for Redevelopment	-	-	-	-	-	-	-
Perm Fund Principal	-	-	-	-	-	-	-
Notes and Loans	5,330,589	-	5,330,589	-	5,330,589	-	5,330,589
Restricted For:	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
Public Purpose Funds	-	-	-	-	-	-	-
Debt Service	1,000,000	-	1,000,000	-	1,000,000	-	1,000,000
General Fund	-	-	-	-	-	-	-
Non-General Fund	-	-	-	-	-	-	-
Committed To:	-	-	-	-	-	-	-
Other	2,600,000	-	2,600,000	-	2,600,000	-	2,600,000
Outside Legal Services	-	-	-	-	-	-	-
Assigned To:	-	-	-	-	-	-	-
Other	2,613,937	-	2,613,937	-	2,613,937	-	2,613,937
Capital Projects	-	-	-	-	-	-	-
Unassigned:	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
General Fund	29,814,810	(7,066,630)	22,748,180	66,397	22,814,577	(991,326)	21,823,251
Total Fund Balance	**$ 41,467,054**	**$ (7,066,630)**	**$ 34,400,424**	**$ 66,397**	**$ 34,466,821**	**$ (991,326)**	**$ 33,475,495**

MV00204733

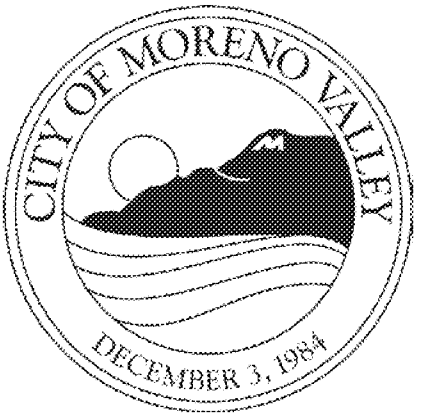

MV00204734

CITY COUNCIL

Department Description

The City Council is comprised of five members elected by the district to serve staggered four-year terms. It is the policy-making body of the community, serving 196,495 residents. Council appoints the City Manager, City Attorney, City Clerk and City Treasurer, as well as various members of the City's advisory boards and commissions. Resources have been allocated to provide City membership in such intergovernmental associations as the League of California Cities, Western Riverside Council of Governments (WRCOG), and Southern California Association of Governments (SCAG) in order to develop networking relationships with policy makers and administrators whose actions affect the City of Moreno Valley.

City Council Goals

❒ Diversity and Preserve the City's Revenue Base

Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

❒ Improve Governmental Relationships

Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives and goals to appropriate external governments, agencies and corporations.

❒ Enhance Community Safety

Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

❒ Improve the Community's Image

Promote a sense of community pride and foster an excellent image about our City by developing and executing programs, which will result in quality development and enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

❒ Improve Public Infrastructure

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

❒ Create a Positive Environment

Create a positive environment for the development of Moreno Valley's future.

MV00204735

City of Moreno Valley
FY 2013/14 - 2014/15 Position Summary Report by Department

Department / Position Title		FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
City Council									
Administrative Asst	FT	-	1	-	1	-	1	-	1
Exec Asst to Mayor / City Council	FT	-	1	-	1	-	1	-	1
TOTAL - City Council		**-**	**2**	**-**	**2**	**-**	**2**	**-**	**2**

MV00204736

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
10 City Council								
1010 GENERAL FUND	10010 Council - Admin	$ 513,870	$ 553,223	$ 605,770	$ 616,632	$ 10,862	$ 618,382	$ 1,750
10 City Council Total		**$ 513,870**	**$ 553,223**	**$ 605,770**	**$ 616,632**	**$ 10,862**	**$ 618,382**	**$ 1,750**

MV00204737

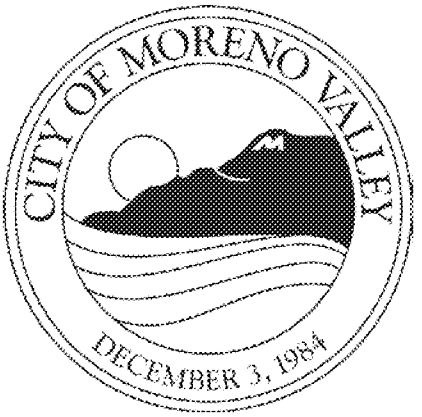

MV00204738

CITY CLERK

Department Description

The City Clerk serves as the Secretary to the City Council, is responsible for the preparation of agendas, the recording and maintenance of all Council actions, filing of public notices, coordination and administration of all City records, documents and public files. The City Clerk advertises and receives bids, conducts all bid openings, maintains the City's municipal code, receives all claims filed against the City, serves as the official custodian of the City seal, conducts all elections, receives nomination papers and is the filing officer for all requirements of the California Fair Political Practices Commission.

Department Mission Statement

The mission of the City Clerk's Department is to provide courteous and expeditious dissemination of material and information to City departments, the general public, media and other agencies; produce and maintain agendas, minutes, recordings, and indexing of all City Council actions, filing of public notices, coordination and administration of City records; conduct elections of the highest quality by ensuring all legal requirements, local and state, are met by all candidates and committees, and assuring the registered voters in the City the opportunity to express their freedom of choice by voting.

Department Goals

Increase efficiencies by automating management of records to maximize the usage of the current Sire software potential and streamline processes.

- Implement Sire's Records Retention Module.
- Update the Records Retention Schedule.
- Automate contract management through Sire.
- Reduce off-site storage inventory with Cornerstone.
- Provide Sire's automated agenda customization training to city-wide staff members.
- Continue assisting Technology Services with refinement of the Public Records Request template.
- Provide training on Public Records Requests automation to city-wide staff members.

MV00204739

City Clerk

Proposed Additions:
FY 2013/14
FY 2014/15

Previously Defunded
Proposed Reductions

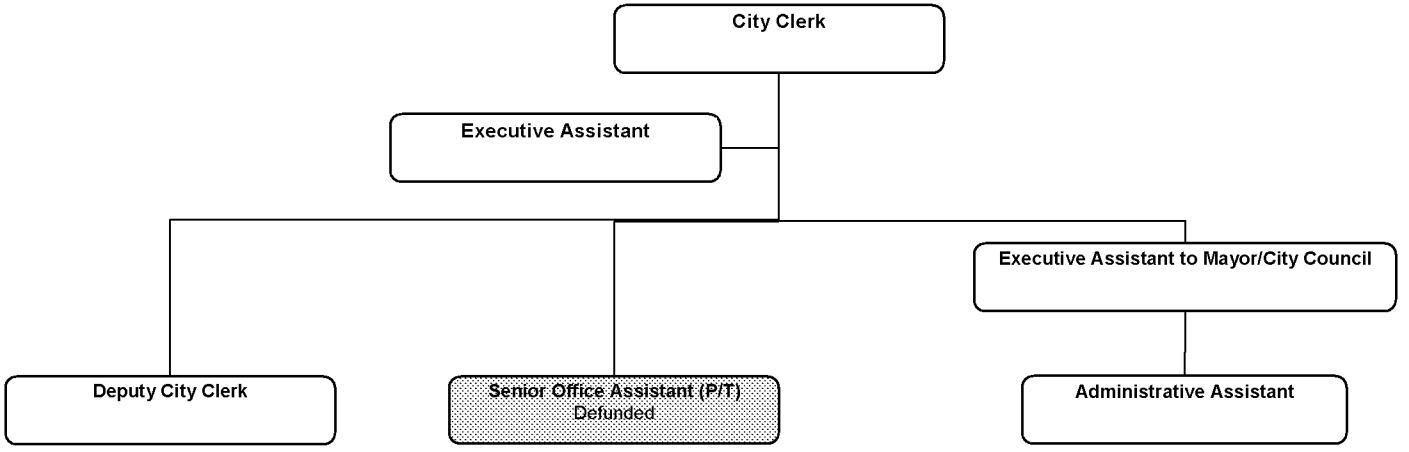

Note: The Organization Chart has been updated and will not identify any staffing reductions which occurred prior to FY 2011/12.

MV00204740

City of Moreno Valley
FY 2013/14 - 2014/15 Position Summary Report by Department

Department / Position Title		FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
City Clerk									
Assistant City Clerk	FT	-	-	-	-	-	-	-	-
City Clerk	FT	-	1	-	1	-	1	-	1
Deputy City Clerk	FT	-	1	-	1	-	1	-	1
Executive Asst I	FT	1	1	-	1	-	1	-	1
Executive Asst I	P/T	-	-	-	-	-	-	-	-
Sr Deputy Clerk	FT	-	-	-	-	-	-	-	-
Sr Office Asst	P/T	(1)	-	-	-	-	-	-	-
TOTAL - City Clerk		**-**	**3**	**-**	**3**	**-**	**3**	**-**	**3**

MV00204741

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
12 City Clerk								
1010 GENERAL FUND	12010 City Clerk - Admin	$ 507,399	$ 513,258	$ 541,564	$ 448,351	$ (93,213)	$ 572,181	$ 123,830
	12011 Records Management System	-	-	-	-	-	-	-
12 City Clerk Total		**$ 507,399**	**$ 513,258**	**$ 541,564**	**$ 448,351**	**$ (93,213)**	**$ 572,181**	**$ 123,830**

MV00204742

CITY MANAGER'S OFFICE

Department Description

❒ Administration

The City Manager serves as the chief administrative officer of the City. Under City Council direction, the City Manager is responsible for the efficient management of all City business. Professional leadership is provided from this Office to the Executive Management Team to enable them to serve the community in a responsive and resourceful manner. Functions of the City Manager's Office include coordination of the implementation of City Council policies and programs; providing overall direction to the departments that administer City programs and services; coordinating intergovernmental relations and legislative advocacy; and administration of the City's communications, media relations, and public information programs.

❒ Media and Communications

The Media and Communications Division serves as the City's media relations/public information office; provides graphic design and special events coordination services to City departments; manages the operations and video productions of the City's government access cable TV channel MVTV-3; monitors state-issued cable television/video service franchise agreements and manages content on the City's public Web site and employee Intranet.

Department Mission Statement

The City Manager's Office is committed to providing and coordinating excellent staff support and sound policy recommendations to the City Council, leading the organization in an effective, efficient, and principled manner, and providing organizational support and direction to the departments.

Department Goals

- Adopt a 2-Year Operating Budget.
- Adopt a 3-Year Economic Development Action Plan.
- Evaluate the feasibility of addressing the Edgemont Area water company issues.
- Provide data to the Council regarding a possible revenue measure to allow the City to achieve a balanced budget while continuing to provide quality services to our residents.
- Secure federal funding for City projects and advocate City positions on various issues by working with the City's lobbyists, the congressional offices, and appropriate federal agencies.
- Implement the Ad Hoc Committee on Increasing Graduation Rates.

MV00204743

City Manager

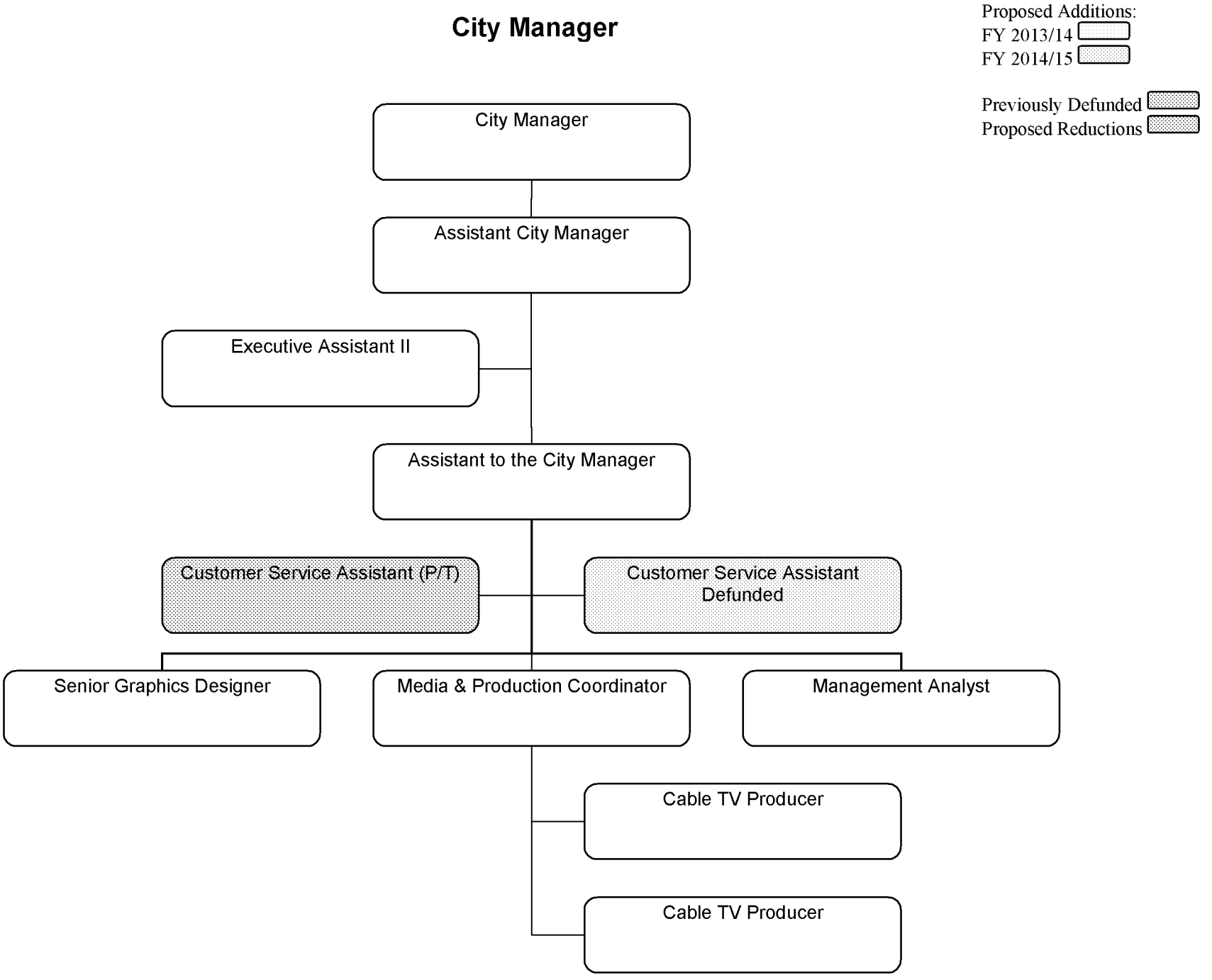

Note: The Organization Chart has been updated and will not identify any staffing reductions which occurred prior to FY 2011/12.

MV00204744

City of Moreno Valley
FY 2013/14 - 2014/15 Position Summary Report by Department

Department / Position Title		FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
City Manager									
Asst City Manager	FT	-	1	-	1	-	1	-	1
Asst to the City Manager	FT	-	1	-	1	-	1	-	1
Cable TV Producer	FT	-	2	-	2	-	2	-	2
City Manager	FT	-	1	-	1	-	1	-	1
Customer Service Asst	FT	(1)	-	-	-	-	-	-	-
Customer Service Asst	P/T	1	1	-	1	(1)	-	-	-
Deputy City Manager	FT	-	-	-	-	-	-	-	-
Exec. Assistant to the City Manager	FT	-	-	-	-	-	-	-	-
Executive Asst I I	FT	-	1	-	1	-	1	-	1
Management Analyst	FT	-	-	1	1	-	1	-	1
Media & Production Coordinator	FT	-	1	-	1	-	1	-	1
Web Master	P/T	-	-	-	-	-	-	-	-
Sr Graphics Designer	FT	-	1	-	1	-	1	-	1
TOTAL - City Manager		**-**	**9**	**1**	**10**	**(1)**	**9**	**-**	**9**

MV00204745

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
16 City Manager								
1010 GENERAL FUND	16010 City Manager - Admin	$ 726,440	$ 898,364	$ 1,023,404	$ 991,328	$ (32,076)	$ 995,627	$ 4,299
	16011 CM - Dev Svcs Support	144,756	215,589	190,944	129,081	(61,863)	130,300	1,219
	16110 Communications	175,516	64,762	71,531	63,638	(7,893)	63,700	62
	16210 Graphics Support	181,717	166,397	198,029	134,910	(63,119)	135,589	679
2009 H.E.A.L	16310 H.E.A.L. FUND	3,000	-	-	-	-	-	-
2011 PUB/EDUC/GOVT ACCESS PROG FD	16150 Pub Ed/Govt Access	433,343	566,141	1,164,224	845,570	(318,654)	790,996	(54,574)
4016 MV FOUNDATION - DONATIONS	16311 MV Foundation	-	-	-	-	-	-	-
7911 GRAPHICS SUPPORT	16250 Graphics Support ISF	-	-	-	-	-	-	-
16 City Manager Total		**$ 1,664,773**	**$ 1,911,253**	**$ 2,648,132**	**$ 2,164,527**	**$ (483,605)**	**$ 2,116,212**	**$ (48,315)**

MV00204746

CITY ATTORNEY

Department Description

The Office of the City Attorney at present consists of one full-time attorney, an Executive Assistant I, and a Legal Secretary. This office provides a wide range of legal services to the City organization. It provides legal advice to the City Council, City Manager, City staff and City Boards, Committees and Commissions. It conducts or oversees all litigation involving the City. The office prepares or reviews ordinances, resolutions, contracts, and other legal documents relating to the City's business.

The City Attorney's Office represents the City government rather than individuals and has an attorney-client relationship with the City Council (as an entity) as its primary client, and secondarily with other city boards, commissions, officers and employees within the scope of their duties for the City. The role of the City Attorney is sometimes confused by the public with either the District Attorney, who prosecutes criminal actions under State law, or Legal Aid Services, which provides low or no-cost legal services to the general public who cannot afford private legal representation. Consequently, the office receives frequent requests from members of the public for legal advice or information. These requests are handled as courteously as possible providing information without giving legal advice, which could create an attorney-client relationship in conflict with the City Attorney's official duties.

Department Mission Statement

The mission of the City Attorney's Office is to provide professional, cost effective, ethical, and high quality legal advice and services to the City Council and City staff in all matters of law; to effectively represent the City in legal proceedings; and to prepare or review all ordinances, resolutions, contracts, and other legal documents necessary or desirable to conduct the business of the City.

Department Goals

- Create and implement a request for legal services submittal and tracking system
- Continue municipal code review recommending revisions and updates as appropriate

MV00204747

City Attorney

Proposed Additions:
FY 2013/14
FY 2014/15

Previously Defunded
Proposed Reductions

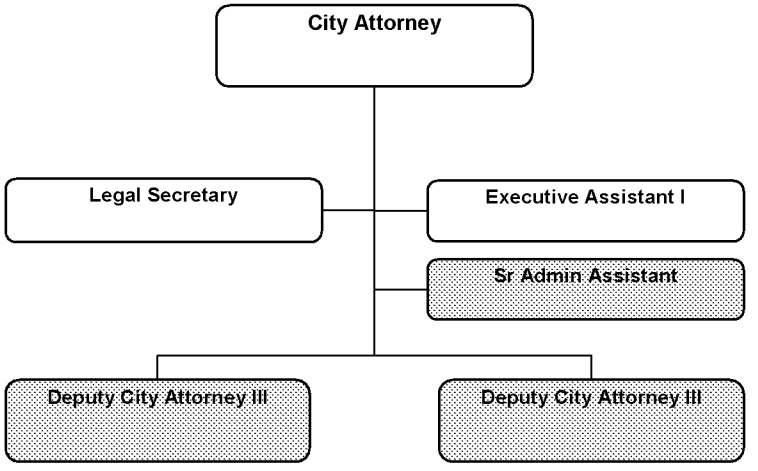

Note: The Organization Chart has been updated and will not identify any staffing reductions which occurred prior to FY 2011/12.

MV00204748

City of Moreno Valley
FY 2013/14 - 2014/15 Position Summary Report by Department

Department / Position Title		FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
City Attorney									
Assistant City Attorney	FT	-	-	-	-	-	-	-	-
City Attorney	FT	-	1	-	1	-	1	-	1
Deputy City Attorney I I I	FT	-	2	-	2	(2)	-	-	-
Executive Asst I	FT	-	1	-	1	-	1	-	1
Legal Secretary	FT	-	1	-	1	-	1	-	1
Sr Administrative Asst	FT	-	-	1	1	(1)	-	-	-
TOTAL - City Attorney		**-**	**5**	**1**	**6**	**(3)**	**3**	**-**	**3**

MV00204749

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
14 City Attorney								
1010 GENERAL FUND	14010 City Attorney - Admin	$ 1,034,442	$ 819,386	$ 961,369	$ 483,533	$ (477,836)	$ 489,195	$ 5,662
2013 CIVIL PENALTIES	14011 Civil Penalties SB1137	19,905	118,729	81,401	39,415	(41,986)	39,811	396
7010 GENERAL LIABILITY INSURANCE	14020 General Liability	897,043	856,960	1,410,352	1,427,891	17,539	1,428,577	686
14 City Attorney Total		**$ 1,951,390**	**$ 1,795,075**	**$ 2,453,122**	**$ 1,950,839**	**$ (502,283)**	**$ 1,957,583**	**$ 6,744**

MV00204750

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Department Description

The Community & Economic Development Department provides a variety of development and business services related to enhancing the quality of life in the community.

The Community Development function provides planning, building and code compliance services through four divisions:

❒ Building & Safety Division

The Building & Safety Division provides building plans examination services and conducts field inspections of buildings under construction to ensure that City's building environment adheres to established construction codes.

❒ Code & Neighborhood Services Division

The Code & Neighborhood Services Division is responsible for the enforcement of codes relating to neighborhood nuisances, health & safety, substandard housing, vehicle abatement, illegal dumping, improper signage, parking control, and weed abatement. Code staff also manages the City's Rotational Tow Service, Graffiti Restitution and Shopping Cart Retrieval programs.

❒ Land Development Division

The Land Development Division is responsible for the review, approval and inspection of private development projects related to tentative and final parcel maps, lot line adjustments, monument inspection and soil & hydrology reports, along with plans for grading, street improvements and storm water management.

❒ Planning Division

The Planning Division processes land use applications in accordance with the provisions of the City's Development Code, General Plan, Landscape Guidelines, applicable Specific plan requirements, CEQA, and other State and Federal requirements.

The Economic Development function facilitates new investment and development in the community through two divisions:

❒ Administration

Economic Development Administration promotes the City as a quality place to do business. ED Administration seeks to attract new development and encourages expansion of existing businesses through an array of strategies including marketing, site selection assistance, ombudsman service and much more.

❒ Neighborhood Preservation Division

The Neighborhood Preservation Division works on a variety of programs including acting as the Successor Agency for the former Redevelopment Agency, affordable housing, Community

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Development Block Grant (CDBG), HOME Improvement Partnership, Neighborhood Stabilization Program (NSP) and several other grant programs.

Department Mission Statement

The mission of the Community & Economic Development Department is to facilitate new investment and development opportunities in the community through a variety of services including planning, building & safety, land development, economic development, redevelopment, affordable housing and code compliance.

Department Goals

Administration

- Facilitate new development and business opportunities in major shopping areas including TownGate, Stoneridge Towne Centre, Moreno Beach Plaza, and Moreno Valley Plaza.
- Partner with CW Capital, the owner of the Moreno Valley Mall in enhancing the shopping experience and overall effectiveness of the 1.25 million sq. ft. regional mall.
- Work on the upgrade and further expansion of the Moreno Valley Auto Mall, including the $8 million renovation of existing dealerships and attraction of new lines of vehicles.
- Facilitate new industrial development projects aimed at producing new business development and the creation of new employment opportunities in the community.
- Conduct quarterly workshops with Developers (residential, commercial-retail, and industrial) to continue to explore ways to enhance the development services process in Moreno Valley.
- Implement the approved Actions Steps to make Moreno Valley a 'Best Place to do Business'.
- Expand the Shop MoVal marketing program by implementing a five component program including 1) MoVal Deals, 2) MoVal Rewards, 3) Chomp MoVal, 4) MoVal Games, 5) MoVal Friends.

Building & Safety Division

- Support Public Works-Capital Projects Division and Parks & Community Services Department by providing the Inspector of Record for the construction of the Lasselle Sports Park facilities and the Morrison Fire Station.
- Update all Division policies and procedures to comply with the updated 2010 California Building Codes.
- Investigate new permitting software to pursue superior customer service and greater efficiency.
- Coordinate with and support the Code and Neighborhood Services Division to implement two "Commercial Clean Sweeps".
- Implement the Time and Materials fee methodology for large scale projects incorporating the new finance software and accounting procedures.

Code & Neighborhood Services Division

- Expand code compliance volunteer program to augment current staffing and maintain existing service levels.
- Pursue additional grant opportunities to continue funding the City's foreclosure inspection and weekend code enforcement activities.
- Review and update the code compliance policy and procedures manual.
- Conduct a RFP process for the City's contract parking citation collection program.

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- Develop and Implement a third party collection program to improve citation collection and further protect City revenue collection.

Land Development Division

- Update the Development Impact Fee Program with a current DIF Nexus Study and competitive DIF rate structure.
- Work with Verizon to fully implement the FIOS system in the City of Moreno Valley.
- Complete City-wide Storm Water Local Implementation Plan.
- Complete Water Quality Management Plan Template to assist Developers and Builders.
- Staff participation in workshop at Western Municipal Water District to learn the latest in school presentation techniques, appealing content and to network with educators to introduce our new storm water pollution prevention school program.
- Update City's Storm Water Pollution Prevention Materials.
- Add to the LDD's website, flow charts that will help developers and the general public understand the necessary steps to process plans.
- Update the City's plan check manual for engineers and developers to better understand what is required on the plans they submit to the City.
- Create and publish a flowchart for the WQMP review and construction process.
- Create and publish a flowchart for the Final Map review and approval process.
- Creation of policies on 1) Revision to FIRM Maps, 2) Reimbursements for the DIF "grandfathered" projects, 3) DIF Credit/Reimbursement process, 4) Public Improvement Agreement and checklist.
- Update to the Master Area Drainage Plan and Area Drainage Plan to address any potential flooding issues.

Neighborhood Preservation Division

- Finalize the completion of the $41.6 million in RDA Tax Allocation Bond-funded capital projects including 1) Auto Mall Upgrades, 2) Day Street Improvements, 3) Indian Storm Water Basin Improvements, 4) Ironwood Improvements, 5) Morrison Fire Station #99 and 6) Nason St./SR 60 Bridge.
- Work on a variety of affordable housing programs and projects including:
    - Construction of the 79-unit Rancho Dorado South Housing Project.
    - Completion of the 78-unit Hemlock Family Apartments.
    - Process at least six Home Improvement Loans or Mobile Home Grants.
- Manage activities under the $11.4 million NSP1 including 1) Acquisition, Rehabilitation, and Resale of single family homes and 2) Acquisition, Rehabilitation and Rental of multi-family units.
- Implement the City's new NSP efforts to include a new allocation of funding in the amount of $3.7 million in NSP3 grant funding, including implementation of a new land bank program.

Planning Division

- Process at least one Municipal Code amendment aimed at the continued update and clarity of development regulations.
- Investigate new permitting software to provide superior customer service.
- Complete the Energy Efficiency & Climate Action Strategy, including presenting to policy makers for review/adoption, along with processing required Municipal Code amendments.
- Implement the Southern California Edison grant related to energy efficiency and climate action programs and policies.

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- Complete implementation of Federal Stimulus grant related to energy efficiency and climate action policy development.
- Coordinate with SCAG consultant and Transportation Engineering to complete Compass grant for Alessandro Boulevard Corridor implementation study, including new street cross sections, mixed use overlay, and R30 zone change.
- Process Municipal Code amendments necessary to implement a certified Housing Element update.
- Implement Time & Materials fee methodology for major planning projects.
- Facilitate adoption of March Air Reserve Base Joint Land Use Study.
- Commence next Housing Element update and prepare draft document for policy maker review.
- Facilitate timely review of the World Logistics Center Specific Plan and processing of the EIR document.

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Community & Economic Development Department

Proposed Additions:
FY 2013/14
FY 2014/15

Previously Defunded
Proposed Reductions

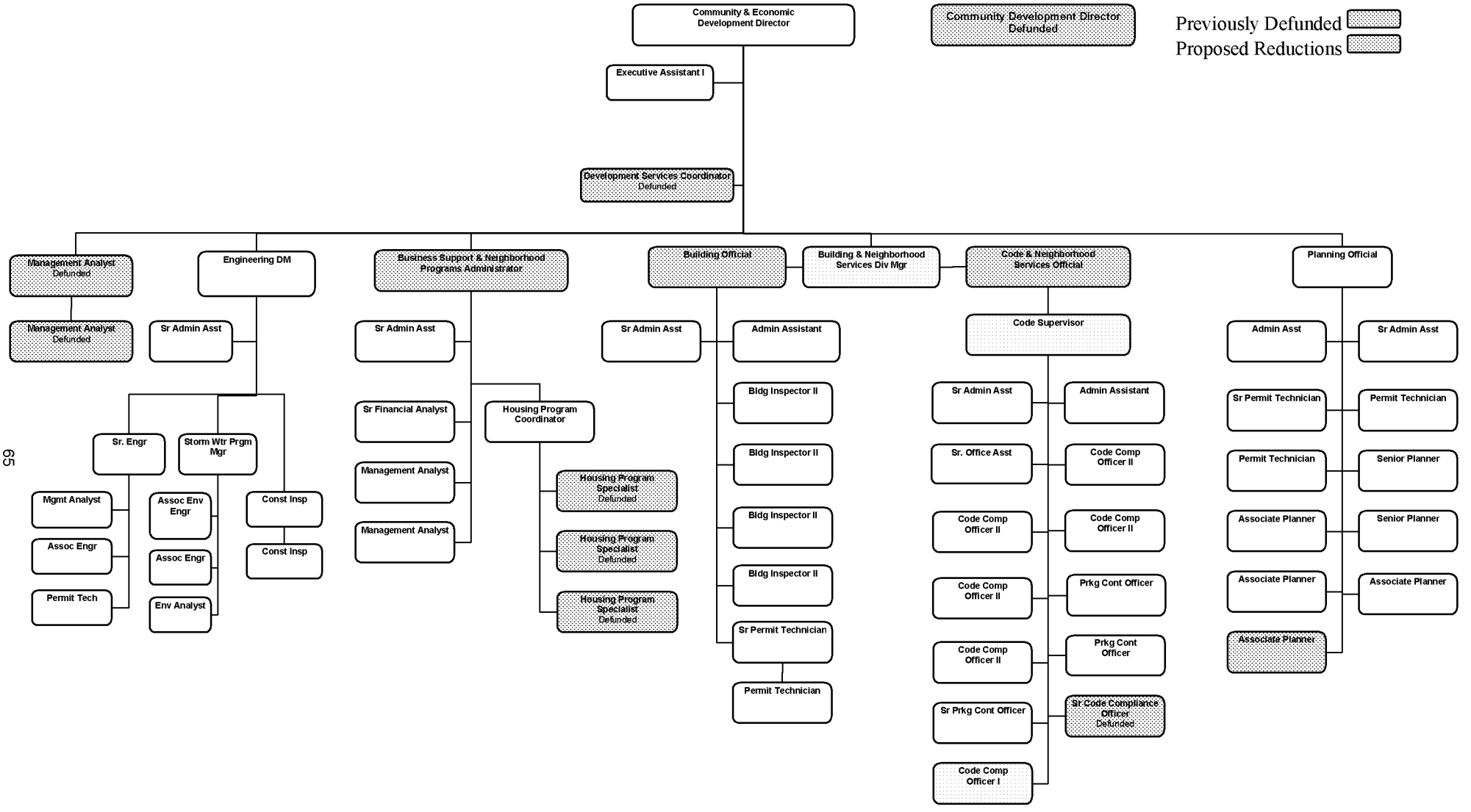

Note: The Organization Chart has been updated and will not identify any staffing reductions which occurred prior to FY 2011/12.

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City of Moreno Valley
FY 2013/14 - 2014/15 Position Summary Report by Department

Department / Position Title		FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
Community & Economic Development									
Administrative Asst	FT	-	4	(1)	3	-	3	-	3
Assoc Environmental Engineer	FT	1	1	-	1	-	1	-	1
Associate Engineer	FT	2	2	-	2	-	2	-	2
Associate Planner	FT	-	4	-	4	(1)	3	-	3
Building Div Mgr / Official	FT	-	1	-	1	(1)	-	-	-
Building Inspector I I	FT	-	4	-	4	-	4	-	4
Building & Neighborhood Services Div Mgr	FT	-	-	-	-	1	1	-	1
Bus. Support & Neigh Prog Admin	FT	-	1	-	1	(1)	-	-	-
Code & Neigh Svcs Official	FT	-	1	-	1	(1)	-	-	-
Code Compliance Field Sup.	FT	-	-	-	-	-	-	-	-
Code Compliance Officer I	FT	-	-	-	-	1	1	-	1
Code Compliance Officer I I	FT	-	5	-	5	-	5	-	5
Code Supervisor	FT	-	-	-	-	1	1	-	1
Comm & Economic Dev Director	FT	-	1	-	1	-	1	-	1
Community Dev Director	FT	(1)	-	-	-	-	-	-	-
Construction Inspector	FT	2	2	-	2	-	2	-	2
Development Svcs Coordinator	FT	-	1	(1)	-	-	-	-	-
Engineering Division Manager	FT	1	1	-	1	-	1	-	1
Environmental Analyst	FT	1	1	-	1	-	1	-	1
Executive Asst I	FT	-	1	-	1	-	1	-	1
Housing Program Coordinator	FT	-	1	-	1	-	1	-	1
Housing Program Specialist	FT	-	3	-	3	(3)	-	-	-
Management Analyst	FT	1	5	-	5	(2)	3	-	3
Parking Control Officer	FT	-	2	-	2	-	2	-	2
Permit Technician	FT	1	4	-	4	-	4	-	4
Planning Commissioner	FT	-	7	-	7	-	7	-	7
Planning Div Mgr / Official	FT	-	1	-	1	-	1	-	1
Sr Administrative Asst	FT	1	5	-	5	-	5	-	5
Sr Code Compliance Officer	FT	(1)	-	-	-	-	-	-	-
Sr Engineer, P.E.	FT	1	1	-	1	-	1	-	1
Sr Financial Analyst	FT	-	1	-	1	-	1	-	1
Sr Office Asst	FT	-	1	-	1	-	1	-	1
Sr Parking Control Officer	FT	-	1	-	1	-	1	-	1
Sr Permit Technician	FT	-	2	-	2	-	2	-	2
Sr Planner	FT	-	2	-	2	-	2	-	2
Storm Water Prog Mgr	FT	1	1	-	1	-	1	-	1
TOTAL - Community & Economic Dev.		**10**	**67**	**(2)**	**65**	**(6)**	**59**	**-**	**59**

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City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
20 Community & Economic Dev								
1010 GENERAL FUND	20010 CEDD - Admin	$ 391,450	$ 400,916	$ 348,270	$ 323,154	$ (25,116)	$ 323,154	$ -
	20011 CEDD - Dev Svcs Support	270,240	227,713	223,314	204,198	(19,116)	204,198	-
	20050 Successor Agy - General Fund	-	45,111	270,514	-	(270,514)	-	-
	20110 Code Compliance	1,483,073	1,471,201	1,415,133	1,569,658	154,525	1,569,658	-
	20111 Code - CDBG	-	-	-	-	-	-	-
	20112 Code - JAG	18,400	-	-	-	-	-	-
	20113 Graffiti Restitution	24,574	-	25,919	-	(25,919)	-	-
	20114 Rental Housing Inspection Prgm	-	-	-	-	-	-	-
	20115 Rancho Belago Sign Prgm	56,764	-	-	-	-	-	-
	20210 Planning Commission	64,587	68,192	75,971	75,521	(450)	75,800	279
	20211 Planning - Dev Svcs Support	735,176	878,134	737,714	926,274	188,560	926,274	-
	20212 Advanced Planning	388,185	393,203	416,321	485,638	69,317	489,697	4,059
	20310 Building	1,106,302	1,370,809	1,528,820	1,519,678	(9,142)	1,526,552	6,874
	20311 Document Imaging	3,313	-	-	-	-	-	-
	20410 Land Development	1,090,980	1,122,590	1,158,872	1,123,772	(35,100)	1,123,772	-
	20411 Inpection Services	470,575	496,504	505,165	503,704	(1,461)	506,656	2,952
	20412 HLFV Project	-	-	-	-	-	-	-
	20413 Verizon FTTP	3,231	7,954	40,455	-	(40,455)	-	-
	20414 Sunesys, LLC	234	-	2,436	-	(2,436)	-	-
	20415 HLFV Interchanges	2,033	326	25,897	-	(25,897)	-	-
	20416 EMWD Sunnymead Pipe	-	-	-	-	-	-	-
2008 STORM WATER MANAGEMENT	20450 Stormwater - NPDES	495,333	527,295	642,609	576,389	(66,220)	585,849	9,460
	20451 Stormwater Inspections	135,766	149,645	136,829	137,579	750	138,273	694
	20452 Stormwater Plan Checks	122,892	120,800	136,903	110,227	(26,676)	111,100	873

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City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
	20453 Stormwater Regulatory Permit	162,005	162,585	203,100	250,175	47,075	282,175	32,000
2012 STRATEGY PLAN GRANT/SCE	72201 Strategy Plan Grant - SCE	7,260	92,089	-	29,415	29,415	-	(29,415)
2204 WORKFORCE HOUSING PROGRAM GRANT	72505 Workforce Housing Program	-	-	-	-	-	-	-
2504 EPA GRANT-BOX SPRINGS WATER	72503 EPA Grant - Box Springs Water	-	-	-	-	-	-	-
2505 ETA JOB TRAINING GRANT	72506 ETA Job Training Grant Program	13,553	-	-	-	-	-	-
2506 HOME(FEDERAL)	72651 Community Housing Dev Org	-	-	-	-	-	-	-
	72652 Multi-Family Projects	-	-	-	-	-	-	-
	72653 Multi-Family Perris Isle Senior	-	-	-	-	-	-	-
	72654 Multi-Family Housing Development	-	-	-	-	-	-	-
	72655 Habitat for Humanity - Graham	65,956	-	-	-	-	-	-
	72656 Hemlock Family Apartments	-	304	1,200,000	-	(1,200,000)	-	-
	72657 Home Administration	49,740	133,263	449,073	902,077	453,004	564,780	(337,297)
2507 NEIGHBORHOOD STABILIZATION PROG	72701 NSP 1	2,991,605	1,212,990	4,194,892	1,694,016	(2,500,876)	-	(1,694,016)
	72703 NSP 3	-	19,126	3,675,849	1,772,435	(1,903,414)	-	(1,772,435)
2508 HOMELESSNESS PREVENTION PROG	72704 Multi-Family Housing Development	229,466	81,926	-	-	-	-	-
2512 COMM DEV BLOCK GRANT (CDBG)	72602 CDBG 2001-02	30,000	30,000	30,000	-	(30,000)	-	-
	72611 CDBG 2010-11	1,245,318	1,066,635	2,357,033	2,575,197	218,164	1,808,387	(766,810)
2513 CDBG RECOVERY ACT OF 2009	72501 CDBG Recovery Act of 2009	224,133	30,700	-	-	-	-	-
2715 JAG GRANTS	72109 Code JAG 2009 DJ-BX-1178	40,274	39,502	1,731	-	(1,731)	-	-

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City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
	72110 Code JAG 2010 DJ-BX-1238	42,699	68,961	2,032	-	(2,032)	-	-
	72111 Code JAG 2011 Grant	-	11,154	82,530	21,378	(61,152)	-	(21,378)
	72112 Code JAG 2012 DJ-BX-0695	-	-	-	63,227	63,227	-	(63,227)
	72703 NSP 3	-	-	-	-	-	-	-
4800 SUCCESSOR AGENCY ADMIN FUND	20801 Successor Agency Admin	-	120,450	267,250	250,000	(17,250)	250,000	-
	20802 Successor Agency Operating Fund	-	438,436	974,820	1,193,817	218,997	1,193,817	-
4810 HOUSING ASSET FUND	20802 Successor Agency Operating Fund	-	-	-	-	-	-	-
4850 SUCCESSOR AGNCY TAX REVENUE	20820 Successor Agency Tax Revenue	-	331,769	-	-	-	-	-
4851 SUCSR AGNCY 2007 TABS A DEBT SRV	20830 Successor Agy 2007 TABS A Debt S	-	656,450	-	2,260,000	2,260,000	2,275,000	15,000
8010 RDA ADMINISTRATION	20701 RDA Administration	595,863	376,051	-	-	-	-	-
8111 RDA 2007 TABS, SERIES A CAP PROJ	20740 RDA 2007TABS, Series A Cap Prj	518	-	-	-	-	-	-
8210 RDA HOUSING FUND	20550 RDA Housing Fund	865,344	373,503	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	20720 RDA Tax Increment	2,599,308	2,222,562	-	-	-	-	-
8312 RDA 2007 TABS, SERIES A DEBT SV	20730 RDA 2007TABS, SERIES A DEBT SV	2,185,032	1,235,842	-	-	-	-	-
8313 RDA 2007 TABS, SERIES B DEBT SV	20750 RDA 2007TABS, SERIES B DEBT SV	22,848,672	-	-	-	-	-	-
8884 HOUSING AUTHORITY	20601 Housing Authority	-	14	25,561	-	(25,561)	-	-
	20603 Oakwood Apartments	-	(1,027,000)	-	-	-	-	-
	20612 Rancho Dorado Proj. South	-	1,777,000	-	-	-	-	-
	20613 Hemlock Family Apartments	-	-	-	-	-	-	-
20 Community & Economic Dev Total		**$ 41,059,852**	**$ 16,734,705**	**$ 21,155,013**	**$ 18,567,529**	**$ (2,587,484)**	**$ 13,955,142**	**$ (4,612,387)**

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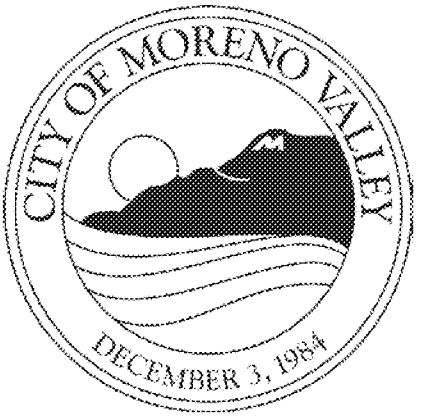

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FINANCIAL & MANAGEMENT SERVICES DEPARTMENT

Department Description

The Financial & Management Services (FMS) Department provides a wide range of support services to other City departments. These services include budget coordination; financial reporting; payroll; billing and accounts receivable; accounts payable; cash management and investing; business licensing and cashiering; special landscape and lighting districts; and technology services including network administration and security, enterprise systems and database administration, geographic information systems, backbone infrastructure and telecommunications. Following is a description of the major functions that comprise the department.

❒ Financial Operations Division

This division coordinates preparation of the City-wide budget; produces internal monthly financial reports; and prepares First Quarter and Mid-Year Budget Reviews to keep the City Council apprised regarding the status of the current fiscal year's budget and provides full accounting services including internal and external reporting for the City and Community Services District; payroll; accounts payable; and debt administration. This division also administers the annual audit process and is responsible for determining the propriety and legality of all financial transactions in accordance with laws, regulations, accounting standards, and Council and administrative policy.

❒ Special Districts Division

Special Districts evaluates, establishes and administers special financing districts for construction and acquisition of public infrastructure, as well as manages special benefit programs for street lighting, parkway landscape and improved median landscape maintenance services to residential neighborhoods and commercial/industrial areas. To pay for each financed district or program service, Special Districts annually submits for collection on the Riverside County property tax bill a levy of Community Services District charges, special taxes and/or assessments, nuisance abatement fees, National Pollutant Discharge Elimination System rates, and solid waste delinquencies.

❒ Technology Services Division

This division is responsible for the centralized design, maintenance, security and support of the City's technology, applications, communication infrastructure, computer network, and telephone/radio systems. Four sections in this division provide city-wide support for the computer network and security, including desktop support and Internet access; support for databases and various enterprise software applications including an Enterprise Resource Planning (ERP) system, Permitting system, Document Imaging system, Citizen Relationship Management (CRM) system, Work Order system, and Geographic Information System (GIS); and the communications backbone, telephone system, audio/video, video surveillance and two-way radio communications.

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❒ Treasury Operations Division

This division's primary responsibilities include accounts receivable, business licensing and cashiering, daily cash management, oversight of the investment portfolio, oversight and management of the citywide debt program and implementation of controls to safeguard cash. This division is also responsible for developing revenue projection models and conducting revenue audits to ensure compliance with City ordinances and other laws and regulations that govern City revenues.

Department Mission Statement

The mission of the Financial & Management Services Department is to effectively manage the City's finances and safeguard its assets through adherence to the highest ethical standards, sound internal controls, and meaningful financial reporting; existing and future special districts are administered efficiently and effectively while maintaining a high standard of quality; and provide a high level of staff support and automation through the internal service function of Technology Services.

Department Goals

Administration

- Complete the Total Road Improvement Program financing to fund the Nason Street improvements from Fir to Cactus. Resolve the appeal of the default validation judgment and complete the sale of Certificates of Participation by June 2013.
- Update the Long Range Business Plan (LRBP) to keep the model current during FY 2012-13. Create an internet-based version of the model to allow use of the model by Moreno Valley citizens.
- Initiate the Long Range Business Plan models for the Community Services Districts and the Moreno Valley Utility to be completed in FY 2013-14.
- Lead the feasibility review for a potential revenue ballot measure for the City resulting in the presentation of data to City Council by February 2013.
- Develop and implement an action plan to resolve the limitations presented by the substandard condition of Box Springs Mutual Water Company water system.
- Lead the development and approval of a Three-Year Citywide Budget for FY 2013-14 through FY 2015-16.
- Participate in the development of Quality of Life Programs for the citizens of the City to be implemented as revenues become available.

Financial Operations

- Complete the City's budget process, which will include a two-year adopted budget, which will balance the City's budget with ongoing resources. Continue to receive the CSMFO Meritorious budget award, recognizing the quality and content of the City's budget document.
- Complete the City's annual CAFR timely (by December 2013) and achieve no negative comments in the City's Management Letter, while achieving the GFOA's Certificate of Achievement of Excellence in Financial Reporting Award.
- Achieve a clean audit for the FY 2012/13 Simple Audit Report as of June 30, 2013.

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- Successfully implement additional modules of City's new ERP system for Finance, Accounting and Accounts Payable during FY 2013/14.

Special Districts

- Continue to modify the CSD's Annual Report by enhancing it with specific information relative to and consistent with current legislation and recent case law. (multi-year)
- Implement certain modifications to the existing CSD landscape zones to ensure compliance with legislation and recent case law which may include creation of Landscape Lighting and Maintenance Districts and/or Community Facilities Districts and begin process of converting landscaping zones into the most effective financial structure. (multi-year)
- Initiate processes to transition the residential street lighting program from a CSD zone structure format to a financing structure that is commonly used today which may include creation of a Landscape, Lighting and Maintenance District for existing development and a Community Facilities District for new development. (multi-year)
- Commence further analysis on Zones A & C to ensure continued compliance with legislation and recent case law.

Technology Services

- Implement the Financials, Human Resources, and Payroll ERP replacement projects to give the City's financial systems a state-of-the-art platform on which to operate.
- Build the Police Department a citywide video surveillance system that contributes to more effective policing and is able to accommodate additional cameras in the future from other City Departments.
- Connect the City Yard to City Hall with Fiber Channel lines instead of microwave in order to remove the current communication delays.
- Connect select traffic signals to City Hall with Fiber Channel lines instead of copper in order to facilitate traffic signal replacements and the addition of traffic cameras.
- Complete the City's Excellence in Information Technology Practices application and achieve the statewide, peer-reviewed award from MISAC.

Treasury Operations

- Develop interfaces between the LOGOS General Ledger system and existing Point of Sale systems.
- Monitor development announcements related to the LOGOS Revenue Collection module for the addition of check image processing and integrated credit card processing features which are not available in the current release.
- Develop and formulate structure for new Miscellaneous Billing (Accounts Receivable) process. Update the Treasury Operations website
- Increase utilization of the on-line Business License Renewal Program by promoting the program through channels such as the Chamber of Commerce, MVTV-3, direct mail and other cost effective means.
- Monitor and update the Investment Policy as necessary to reflect current issues and best practices in the fixed income/securities industry.
- Organize a comprehensive city-wide fee revision study.

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Financial & Management Services Department

Proposed Additions:
FY 2013/14
FY 2014/15

Previously Defunded
Proposed Reductions

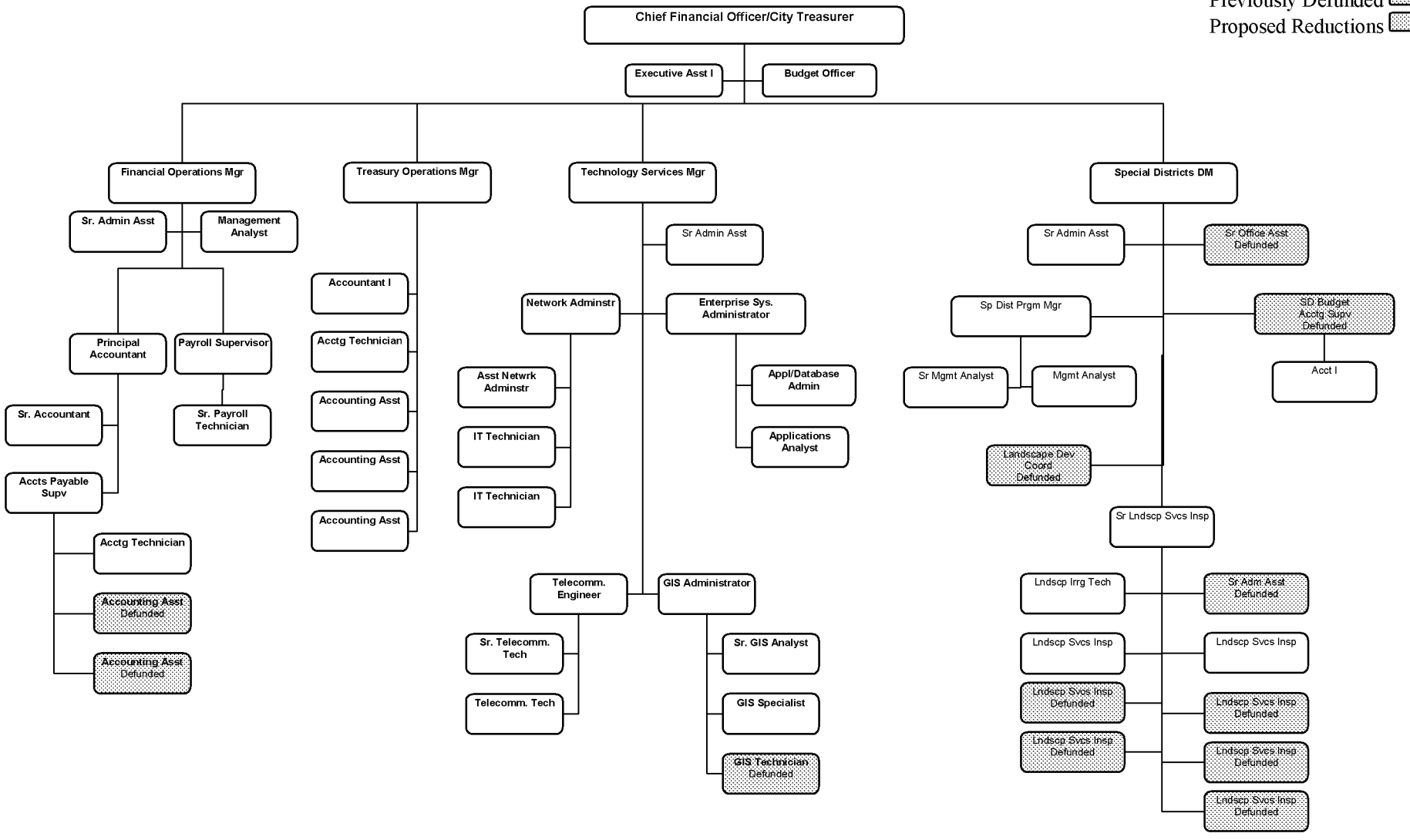

Note: The Organization Chart has been updated and will not identify any staffing reductions which occurred prior to FY 2011/12.

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City of Moreno Valley
FY 2013/14 - 2014/15 Position Summary Report by Department

Department / Position Title		FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
Financial & Management Services									
Accountant I	FT	-	2	-	2	-	2	-	2
Accounting Asst	FT	(2)	3	-	3	-	3	-	3
Accounting Technician	FT	-	2	-	2	-	2	-	2
Accounts Payable Supervisor	FT	-	1	-	1	-	1	-	1
Administrative Asst	FT	-	-	-	-	-	-	-	-
Applications & DB Admin	FT	-	1	-	1	-	1	-	1
Applications Analyst	FT	-	1	-	1	-	1	-	1
Asst. Applications Analyst	FT	-	-	-	-	-	-	-	-
Asst Network Administrator	FT	-	1	-	1	-	1	-	1
Budget Officer	FT	(1)	-	1	1	-	1	-	1
Enterprise Systems Admin	FT	-	1	-	1	-	1	-	1
Executive Asst I	FT	(1)	-	1	1	-	1	-	1
Chief Financial Officer/City Treas	FT	-	1	-	1	-	1	-	1
Financial Operations Div Mgr	FT	-	1	-	1	-	1	-	1
GIS Administrator	FT	-	1	-	1	-	1	-	1
GIS Specialist	FT	-	1	-	1	-	1	-	1
GIS Technician	FT	-	1	(1)	-	-	-	-	-
Info Technology Technician	FT	-	2	-	2	-	2	-	2
Landscape Development Coord	FT	-	1	(1)	-	-	-	-	-
Landscape Irrigation Tech	FT	-	1	-	1	-	1	-	1
Landscape Svcs Inspector	FT	(2)	5	(2)	3	(1)	2	-	2
Management Analyst	FT	-	1	1	2	-	2	-	2
Network Administrator	FT	-	1	-	1	-	1	-	1
Network System Specialist	FT	-	-	-	-	-	-	-	-
Payroll Supervisor	FT	-	1	-	1	-	1	-	1
Principal Accountant	FT	-	1	-	1	-	1	-	1
Spec Dist Budg & Accting Spvr	FT	(1)	-	-	-	-	-	-	-
Spec Districts Div Mgr	FT	-	1	-	1	-	1	-	1
Special Districts Prog Mgr	FT	-	1	-	1	-	1	-	1
Sr Accountant	FT	-	1	-	1	-	1	-	1
Sr Administrative Asst	FT	(3)	3	-	3	-	3	-	3
Sr Applications Analyst	FT	-	-	-	-	-	-	-	-
Sr GIS Analyst	FT	-	1	-	1	-	1	-	1
Sr IT Technitian	FT	-	-	-	-	-	-	-	-
Sr Landscape Svcs Inspector	FT	-	1	-	1	-	1	-	1
Sr Management Analyst	FT	-	1	-	1	-	1	-	1
Sr Office Asst	FT	(1)	-	-	-	-	-	-	-
Sr Payroll Technician	FT	-	1	-	1	-	1	-	1
Sr Telecomm Technician	FT	-	1	-	1	-	1	-	1
Technology Services Div Mgr	FT	-	1	-	1	-	1	-	1
Telecomm Engineer / Admin	FT	-	1	-	1	-	1	-	1
Telecomm Technician	FT	-	1	-	1	-	1	-	1
Treasury Operations Div Mgr	FT	-	1	-	1	-	1	-	1
TOTAL - Financial & Management Svcs		**(11)**	**45**	**(1)**	**44**	**(1)**	**43**	**-**	**43**

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City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
30 Financial & Management Svcs								
1010 GENERAL FUND	25010 FMS Admin	$ 392,464	$ 277,835	$ 506,249	$ 518,337	$ 12,088	$ 519,702	$ 1,365
	25011 FMS Projects	-	-	25,000	105,500	80,500	105,500	-
	25110 Financial Ops/Budgeting	1,166,495	1,185,546	1,280,602	693,091	(587,511)	698,098	5,007
	25111 Payroll	-	-	-	198,653	198,653	199,969	1,316
	25112 Accounting	-	-	-	227,360	227,360	228,880	1,520
	25113 Accounts Payable	-	-	-	175,980	175,980	177,140	1,160
	25210 Treasury Ops/Accts Receivable	1,016,435	980,299	1,027,073	1,061,471	34,398	1,091,499	30,028
	25211 Cashiering	-	-	-	-	-	-	-
	25212 Business License	-	-	-	-	-	-	-
	25213 False Alarms	-	-	-	-	-	-	-
	25310 Animal Services	2,214,247	2,175,366	-	-	-	-	-
	25311 Animal Services Donations	4,400	10,850	-	-	-	-	-
	25510 Purchasing	511,467	475,505	-	-	-	-	-
2006 SPEC DIST ADMIN	25701 Special Districts - General	-	-	875,137	814,095	(61,042)	813,358	(737)
	25702 Special Districts - M&O On Call	-	-	2,000	21	(1,979)	33	12
2010 CFD #4M	25804 CFD No 4-M	-	-	48,200	35,300	(12,900)	33,300	(2,000)
2510 EECBG	73501 City Hall HVAC	170,019	572,206	50,000	-	(50,000)	-	-
	73502 City Hall Solar Film	41,352	223	-	-	-	-	-
	73503 City Hall Interior Lights	51,031	-	-	-	-	-	-
	73504 City Hall Prkg Lot Lights	-	-	-	-	-	-	-
	73505 Sr Ctr Int & Ext Lights	11,167	-	-	-	-	-	-
	73506 Fire Station #6 Lights	10,226	-	-	-	-	-	-
	73507 Fire Station #48 Lights	4,171	-	-	-	-	-	-
	73508 Fire Station #65 Lights	4,414	-	-	-	-	-	-

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City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
	73509 Library Int & Ext Lights	32,321	-	-	-	-	-	-
	73510 LED Street Sign Lights	104,418	161,909	198,600	-	(198,600)	-	-
	73511 Independence Program	-	-	-	-	-	-	-
	73512 Strategy Task Force	133,772	138,308	189,972	-	(189,972)	-	-
	73513 ArcLogistics Software	65,259	976	-	-	-	-	-
	73514 Shadow Mountain Lights	16,813	-	-	-	-	-	-
	73515 EECG Grant Administration	7,436	4,986	6,821	-	(6,821)	-	-
4011 ASSMT DIST 98-1 DEBT SERVICE	25802 AD No 98-1	-	-	2,750	2,700	(50)	2,800	100
4015 CTRPT 87-4	25801 AD No 87-4	-	-	-	-	-	-	-
4019 CFD#5 STONERIDGE	25805 CFD No 5	-	-	382,000	382,000	-	389,900	7,900
5012 ZONE B STREET LIGHTS	25703 Street Lighting	-	-	1,761,277	1,677,100	(84,177)	1,735,500	58,400
5013 ZONE E EXTENDED LANDSCAPE	25705 Zone E Extensive Landscape	-	-	834,380	731,583	(102,797)	733,883	2,300
	25706 Zone E-1	-	-	187,280	217,600	30,320	218,700	1,100
	25707 Zone E-1A	-	-	31,600	30,600	(1,000)	32,000	1,400
	25708 Zone E-2	-	-	278,460	284,800	6,340	298,500	13,700
	25709 Zone E-3	-	-	282,500	303,100	20,600	311,600	8,500
	25710 Zone E-3A	-	-	26,000	16,100	(9,900)	16,500	400
	25711 Zone E-4	-	-	233,380	225,600	(7,780)	230,600	5,000
	25712 Zone E-4A	-	-	10,300	9,000	(1,300)	9,100	100
	25713 Zone E-7	-	-	88,700	89,700	1,000	94,600	4,900
	25714 Zone E-8	-	-	169,200	321,900	152,700	328,800	6,900
	25715 Zone E-12	-	-	74,800	57,300	(17,500)	59,900	2,600
	25716 Zone E-14	-	-	89,700	88,700	(1,000)	92,600	3,900
	25717 Zone E-15	-	-	56,200	34,500	(21,700)	35,400	900
	25718 Zone E-16	-	-	67,200	71,300	4,100	73,600	2,300

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City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
5110 ZONE C ARTERIAL ST LIGHTS	25703 Street Lighting	-	-	953,013	927,800	(25,213)	957,400	29,600
5111 ZONE D STANDARD LANDSCAPE	25704 Zone D Standard Landscape	-	-	1,096,515	1,086,200	(10,315)	1,120,300	34,100
5112 ZONE M MEDIANS	25719 Zone M	-	-	306,709	281,844	(24,865)	292,144	10,300
5114 ZONE S	25720 Zone S	-	-	66,274	66,017	(257)	68,017	2,000
7210 TECHNOLOGY SERVICES	25410 Enterprise Applications	1,113,277	1,427,982	1,729,553	1,539,944	(189,609)	1,573,258	33,314
	25411 Network Operations	1,107,088	1,187,719	1,491,617	1,596,030	104,413	1,512,985	(83,045)
	25412 Telecommunications	723,175	767,603	1,052,038	1,080,664	28,626	1,067,653	(13,011)
	25413 Geographic Information Systems	601,614	454,469	919,180	666,388	(252,792)	670,113	3,725
	25450 Enterprise Permitting System	-	-	-	-	-	-	-
	25451 Class Recreation Software Imp	-	-	33,200	33,200	-	33,200	-
	25452 Records Management System	-	20,150	109,000	-	(109,000)	-	-
	25453 ERP Replacement Project	-	1,067,258	2,001,093	500,000	(1,501,093)	500,000	-
	25454 Interactive Voice Response Sys	-	-	-	-	-	-	-
7310 FACILITIES MAINTENANCE	25610 Facilities - General	954,282	914,139	-	-	-	-	-
	25611 City Hall	484,802	504,827	-	-	-	-	-
	25612 Corporate Yard	99,562	106,372	-	-	-	-	-
	25613 Transportation Trailer	5,270	4,906	-	-	-	-	-
	25614 Public Safety Building	309,633	329,051	-	-	-	-	-
	25615 Library	74,746	80,768	-	-	-	-	-
	25616 Pro Shop	20,441	12,025	-	-	-	-	-
	25617 MVTV Studio	8,693	3,618	-	-	-	-	-
	25618 Animal Shelter	76,464	82,778	-	-	-	-	-
	25619 Senior Center	80,896	82,478	-	-	-	-	-

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City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
	25620 Towngate Community Cntr	27,395	26,726	-	-	-	-	-
	25621 March Field Community Cntr	26,909	30,112	-	-	-	-	-
	25622 TS Annex	86,586	86,380	-	-	-	-	-
	25623 Recreation & Conference Cntr	215,493	207,746	-	-	-	-	-
	25624 Facilities - Annex	3,240	6,143	-	-	-	-	-
	25625 ESA Annex	12,821	13,894	-	-	-	-	-
	25626 Fire Stations	-	-	-	-	-	-	-
	25627 Warner Ranch Police Satellite	-	-	-	-	-	-	-
	25628 Annex I	20,774	15,736	-	-	-	-	-
	25629 Fire Station #2 (Hemlock)	30,548	35,934	-	-	-	-	-
	25630 Fire Station #6 (TownGate)	32,996	39,954	-	-	-	-	-
	25631 Fire Station #48 (Sunnymead Ra	24,750	20,400	-	-	-	-	-
	25632 Fire Station #58 (Eucalyptus)	35,028	30,641	-	-	-	-	-
	25633 Fire Station #65 (JFK)	35,481	21,864	-	-	-	-	-
	25634 Fire Station #91 (College Park	40,208	37,466	-	-	-	-	-
	25635 Utilities Field Office	864	948	-	-	-	-	-
	25636 Veterans Memorial	4,861	5,480	-	-	-	-	-
	25637 Emergency Ops Center	35,371	47,596	-	-	-	-	-
	25638 In House Copier	138,910	101,023	-	-	-	-	-
	25639 Fire Station #99 (Morrison Park)	-	-	-	-	-	-	-
	25640 Security Guards	164,142	167,260	-	-	-	-	-
7910 CENTRAL SERVICES	25511 Stores	-	-	-	-	-	-	-
30 Financial & Management Svcs Total		**$ 12,554,226**	**$ 13,925,453**	**$ 18,543,573**	**$ 16,151,478**	**$ (2,392,095)**	**$ 16,326,532**	**$ 175,054**

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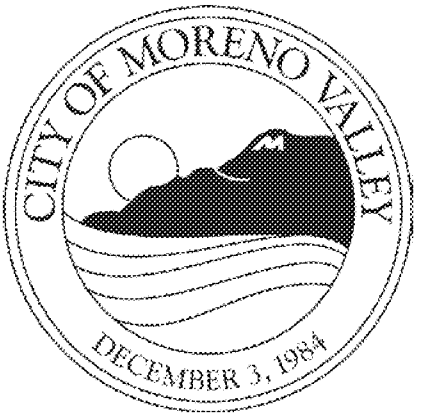

MV00204770

FIRE DEPARTMENT

Department Description

The City of Moreno Valley Fire Department operates seven fire stations and a Fire Prevention Bureau that provides fire suppression, emergency medical, rescue, and hazardous materials response as well as fire prevention services to the citizens of Moreno Valley. The equipment utilized by the department has the versatility to respond to both urban and rural emergency conditions. Through a Cooperative Fire Services Agreement with CAL FIRE/Riverside County Fire, the City has access to additional emergency equipment such as brush engines, firefighting aircraft, hazardous materials unit, fire crews, and breathing support units. The Office of Emergency Management and Volunteer Services program provides a wide variety of training to both employees and the community. Additionally, this program is tasked with preparing the City for any emergency situation through mitigation, preparedness, response, and recovery for a variety of natural or man-made disasters that may occur in the community.

❒ Fire Operations

The Moreno Valley Fire Chief directs an integrated fire services program within the City. The emergency response level provides one Chief Officer, seven three-person Engine Companies and two four-person Truck Companies. Each Engine Company is staffed by at least one firefighter paramedic who can provide advance life support.

❒ Fire Prevention

The Fire Marshal, under direction of the Fire Chief, supervises the Fire Prevention Bureau. The Fire Prevention Bureau conducts fire and life safety inspections as well as plan reviews for new construction, existing buildings, and special events. The Bureau also oversees the City's Hazard Abatement Program and Multi-Family Residential Housing Inspection Program.

❒ Office of Emergency Management and Volunteer Services

The Fire Department's Office of Emergency Management and Volunteer Services Program is responsible for minimizing the impact of natural and man-made disasters by establishing readiness through city-wide preparedness, response, recovery and mitigation. This includes coordinating and conducting drills for the City's Emergency Operations Center as well as providing Community Emergency Response Team to the community.

❒ Volunteers – Reserve Firefighter

There are approximately 25 volunteer reserve firefighters who enhance the fire protection needs of the City by providing additional staffing on the fire engines when they are available.

❒ Volunteers – City

The City's volunteer program provides a source of expertise, talent, and manpower for City programs as well as an avenue for citizens to participate in their local government. Volunteers provide assistance with animal care, shelving returned books at the library, coaching youth sports, special events and much more. Some departments can utilize volunteers as young as 14, while others require the volunteer to be at least 18.

MV00204771

❒ Fire Explorers

The Fire Explorer Program is designed to educate youths about the fire service field and to assist them in preparing for a career with the Fire Department. They receive training on fire tactics, hose lays, first aid, and fire prevention programs.

Department Mission Statement

The Moreno Valley Fire Department serves the community with pride, integrity, and professionalism while providing quality emergency services to protect and preserve life and property of its citizens when exposed to fires, medical emergencies, natural or man-made disasters, hazardous materials incidents, and rescue emergencies in a safe, efficient and cost effective manner as a result of a cooperative, regionalized fire and rescue delivery system with the Riverside County Fire Department. To minimize the impact of natural or man-made disasters by identifying and mitigating known hazards and to enhance our response to these disasters by providing quality training to the community on disaster preparedness, response, and recovery.

~Core Values~
Safety – Leadership – Integrity – Competence – Customer Service

Department Goals

- The goal of Fire Operations is to respond to emergency calls for service from the community within 5 minutes of dispatch 90% of the time and to provide quality emergency services while protecting the life and property of the citizens of Moreno Valley.
- The goals of the Fire Prevention Division are:
  - Perform plan reviews within 10 working days 90% of the time or greater.
  - Perform all new construction inspections within 48 hours of request unless otherwise requested by the customer.
  - Conduct fire & life safety inspections annually in all businesses and state regulated occupancies.
  - Respond to citizen concerns within 48 hours of contact.

  Through efficiency and expediency, our goal is to ensure a reasonable degree of community safety exists for all stakeholders at all times.
- The goal of Office of Emergency Management is to ensure that all City staff have met the minimum National Incident Management System (NIMS) training standards and to provide training to 95% of Emergency Operations Center staff members in preparation for an Emergency Operations Center activation or disaster exercise.

MV00204772

Fire Department

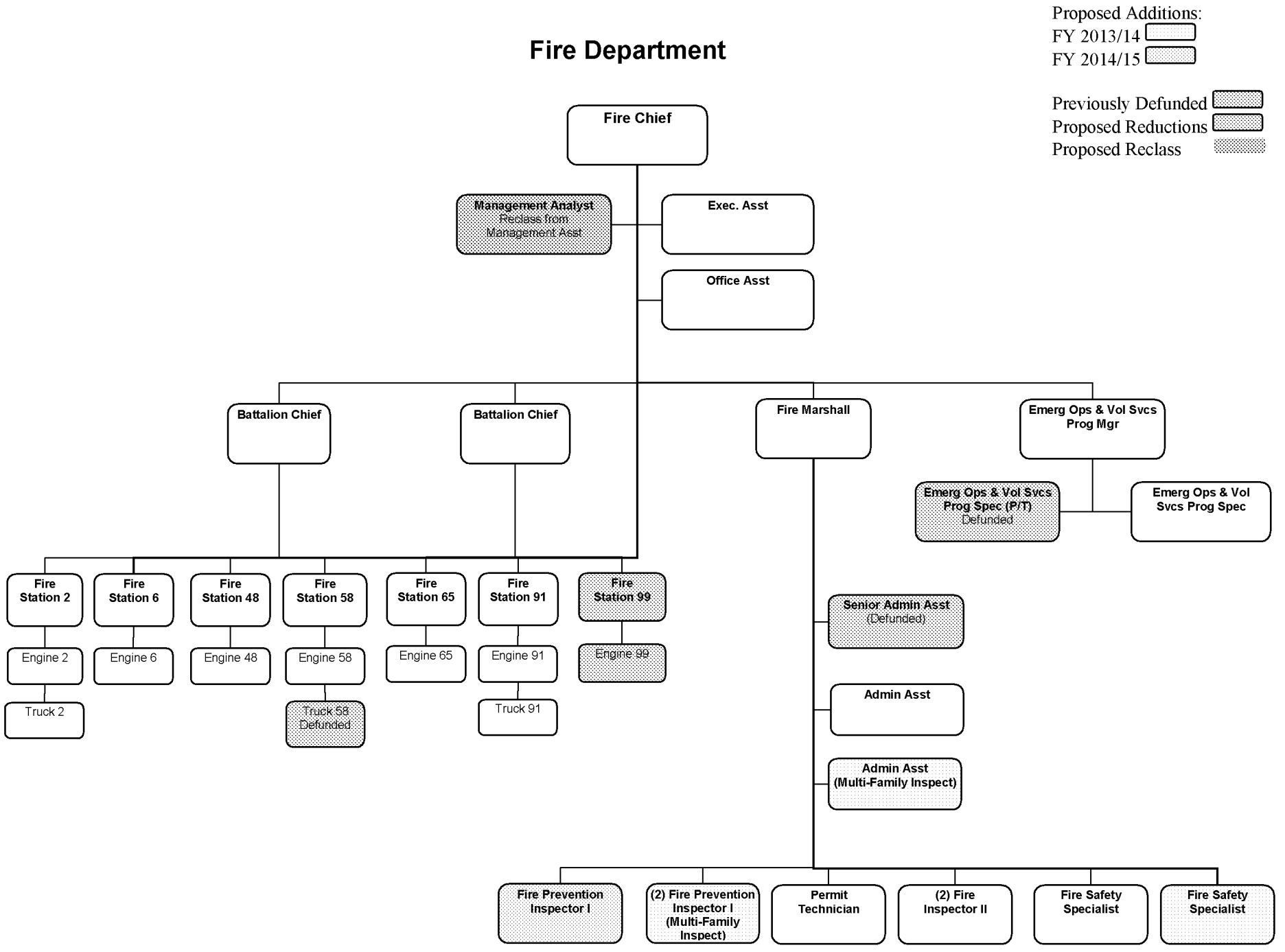

Note: The Organization Chart has been updated and may not identify any staffing reductions which occurred prior to FY 2011/12.

MV00204773

City of Moreno Valley
FY 2013/14 - 2014/15 Position Summary Report by Department

Department / Position Title		FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
Fire									
Administrative Asst	FT	-	-	1	1	1	2	-	2
Emerg Mgmt & Vol Svc Prog Spec	FT	-	1	-	1	-	1	-	1
Emerg Mgmt & Vol Svc Prog Spec	P/T	(1)	-	-	-	-	-	-	-
Emerg Mgmt & Vol Svcs Prog Mgr	FT	-	1	-	1	-	1	-	1
Executive Asst I	FT	-	-	1	1	-	1	-	1
* Fire Inspector I	FT	-	-	-	-	2	2	1	3
Fire Inspector I I	FT	-	2	-	2	-	2	-	2
Fire Marshall	FT	-	1	-	1	-	1	-	1
Fire Safety Specialist	FT	-	1	-	1	1	2	-	2
Management Asst	FT	-	1	-	1	(1)	-	-	-
Management Analyst	FT	-	-	-		1	1	-	1
Office Asst	FT	-	1	-	1	-	1	-	1
Permit Technician	FT	-	1	-	1	-	1	-	1
Sr Administrative Asst	FT	(1)	-	-	-	-	-	-	-
Sr Office Asst	FT	-	-	-	-	-	-	-	-
TOTAL - Fire		**(2)**	**9**	**2**	**11**	**4**	**15**	**1**	**16**

* The Position Summary reflects the conversion of certain temporary positions into full time career positions.

Department / Position Title	FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj. *	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
Fire (Sworn)								
Battalion Chiefs	-	2	-	2	-	2	-	2
Division Chief	-	1	-	1	-	1	-	1
Fire Apparatus Engineers	-	20	2	22	-	22	(2)	20
Fire Apparatus Engineer Paramedics	-	2	-	2	-	2	-	2
Fire Captain	-	21	2	23	-	23	(2)	21
Firefighter II (truck companies)	-	10	-	10	-	10	-	10
Firefighter II Paramedics	-	15	3	18	-	18	(2)	16
TOTAL - Fire (Sworn)	**-**	**68**	**7**	**75**	**-**	**75**	**(6)**	**69**

* Fire Station 99 was opened in FY 2012/13.

MV00204774

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
40 Fire								
1010 GENERAL FUND	30110 Fire Operations	$ 13,844,493	$ 13,429,615	$ 15,353,197	$ 16,137,207	$ 784,010	$ 15,441,186	$ (696,021)
	30210 Fire Prevention Inspections	286,274	339,226	296,038	416,216	120,178	416,577	361
	30211 Fire Prevention	663,144	755,650	868,700	1,083,956	215,256	1,172,621	88,665
	30310 Office of Emergency Mgmt & Vol	605,685	596,640	694,561	725,774	31,213	735,192	9,418
2014 EMERGENCY SERVICES	30150 AMR Emergency Fines	-	27,349	80,000	110,000	30,000	80,000	(30,000)
2016 DISASTER	74203 December 2010 Mudslides	55,796	-	-	-	-	-	-
2503 EMPG-EMERGENCY MGMT GRANT	74101 EMPG- Emergncy Mgmt Prep	69,451	103,800	75,259	74,506	(753)	74,932	426
2511 FY10 EOC GRANT	74011 EOC Grant	21,401	88,584	400,000	-	(400,000)	-	-
3005 FIRE SERVICES CAPITAL	30160 Fire Capital	-	15	-	-	-	-	-
40 Fire Total		**$ 15,546,243**	**$ 15,340,878**	**$ 17,767,755**	**$ 18,547,659**	**$ 779,904**	**$ 17,920,508**	**$ (627,151)**

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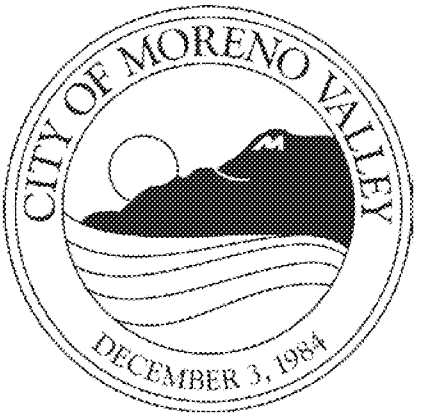

MV00204776

ADMINISTRATIVE SERVICES DEPARTMENT

Department Description

This Department is responsible for centralized Administrative Service functions within the City including talent management, labor relations, personnel rules application and policy setting, training, benefits, workers' compensation, Equal Employment Opportunity (EEO), purchasing and central stores; and related support. The library provides a full range of information services via traditional delivery methods and through various electronic venues. Additionally, the department provides oversight for the public safety function of animal control services.

❒ Purchasing and Facilities

This division serves a dual function. Purchasing responsibilities include centralized services through the use of requisitions, requests for proposals, and invitations to bid for all City operations; and ensuring full, open, and fair competition while maximizing the value received in the procurement process and conforming to the Purchasing Ordinance and accepted purchasing practices. The division is also responsible for providing City-wide mail services. The Facilities team maintains and modernizes City facilities. Activities also include procurement and installation of office furnishings, custodial, security guards, and fire/security systems. Services are provided by City staff, with specialized support via contract.

❒ Animal Services

This division provides a full range of animal care and control services. These services include the investigation of animal bites and reports of animal cruelty; administration of related nuisance ordinances; control of stray animals; and animal licensing. In addition, the division maintains an animal shelter to care for impounded animals, process lost-and-found pets, facilitate pet adoptions, provide education for pet owners, and care for sick and injured animals through a veterinary clinic adjoining the shelter.

❒ Library Division

- Reference Services

  Provide homework and other research assistance, assist patrons using the online catalog and electronic databases, and select new materials. Prepare recommended reading lists, review materials, plan and implement programs for adults, catalog new materials, answer telephone and online reference questions, handle inter-library loans, filter out outdated or damaged materials, and update library web pages.

- Youth Services

  Provide help to younger patrons with homework, recommend reading materials, and select new materials. Present story times, facilitate programs such as the annual Summer Reading Program, perform outreach activities at various schools and community events, conduct library group tours, promote literacy and foster a love for reading and learning in all children and teens.

MV00204777

- Circulation Services

  Assist patrons with all aspects of library use such as processing patron registrations for library cards and computer usage, materials check-in, check-out, and renewals, answer account inquiries, collect fees and fines, process donated materials, handle sales from the Friends of the Library collection, create library displays, shelve returned books, and all other related activities.

- Computer Lab

  The computer lab consists of 15 adult-use computers (including one for express 15-minute increments) and 10 children's computers. Printing is available in color and in black-and-white. The library's microfilm and microfiche collections can be accessed through a microform reader that digitizes articles for printing or saving to a flash drive. The computer lab is staffed during all hours that the library is open.

- Electronic Resources

  Research databases and e-books are available for free with a valid library card, including science, business, computer, health and legal information, practice tests for a variety of careers, language learning, reference and resources for all ages of school students, job searching, tuition funding sources, e-books for all ages, and more. Free Wi-Fi access is also available, along with RSS feeds and e-newsletters.

Department Mission Statement

The Administrative Services Department proudly serves Moreno Valley residents, as well as those who provide these services.

As a strategic partner with City leadership, we develop and deliver innovative human resource programs and services tailored to help fulfill the City's public service vision. Our core competencies include recruitment and staffing, classification & compensation, employee relations, training, benefits, workers' compensation and regulatory compliance; public safety through the Animal Services function; and provide a high level of staff support and automation through the internal service functions of Purchasing and Facilities Maintenance. We provide comprehensive library programs, facilities, and services which constantly respond to changing community needs. The library offers access to a broad range of resources, through programs with informational, educational, recreational, and cultural enrichment opportunities for all patrons.

We serve all employees and Departments with respect and enthusiasm, applying creativity to meet our customers' needs and seeking constructive feedback to assist us in further refining our service delivery processes.

Department Goals

Human Resources

- Implement provisions of the California Public Employees' Pension Reform Act of 2013 (PEPRA).

MV00204778

- Conduct Collective Bargaining Re-Openers as specified in the 2012-2015 Memoranda of Understanding with each of the City's employee associations.
- Implement a Diversity Training curriculum for City employees.
- Expand a dynamic Wellness Program to provide new offerings which address employees' needs in a holistic manner.
- Conduct robust, timely recruitments which target Departments' specific needs, providing our customers with highly qualified candidates from which to select the newest members of their respective teams.
- Achieve successful implementation of the Human Resources module within the City's new ERP system.
- Tailor training programs to equip Supervisors for success when addressing personnel situations, while providing ongoing real-time support as needed.
- Complete an audit of the City's Workers' Compensation program.
- Work with the City's Third Party Administrator to refine the City's Workers' Compensation program by implementing key recommendations from the program audit.

Facilities

- Complete the tenant improvements of City Hall Annex 1 to facilitate the use of this City owned building.
- Repair roofs at 5 facilities (City Hall, Animal Shelter, Senior Center, Conference & Recreation Center, and March Field Park Community Center).
- Complete all remaining EECBG grant projects, expend all funds awarded, and submit closing documents to DOE.
- Complete City Hall improvement project to replace all floor coverings in conjunction with Capital Projects' replacement of the second floor subfloor. Provide alternate work locations for second floor staff throughout the reconstruction period.
- Start-up new Morrison Park Fire Station #99.
- Redesign and replace Library HVAC systems.
- Identify and deploy new facilities maintenance software program to provide in-field automation.
- Retrofit/redesign Public Safety Building reception counter to provide specific safety upgrades and replace main lobby doors with sliding glass door.
- Replace parking lot lighting at City Hall, Senior Center, City Yard and Library with energy efficient devices.
- Roll out the "It's My Building" program for designated point-of-contact at key facilities.
- Update Multi-Year Funding Plan for major facility maintenance, to identify and designate required resources.

Purchasing

- Implement and utilize the New World LOGS system to improve the City's procurement process.
- Train staff city-wide to fully utilize the requisition and purchase order system in the LOGOS system.
- Research, purchase and implement an on-line bidding system to efficiently match vendor interests with City products and service needs.

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Animal Services

- Achieve efficiencies in field, shelter and office operations by:

  - **Shelter Operations** - Increase animal adoption rate by 3% and reduce the animal euthanasia rate by 3% by improving the use of technology via Chameleon's web hold for potential adopters, increasing partnerships with animal rescue organizations and increasing participation in off-site pet adoption events (i.e. Walgreens, Moreno Valley Youth Fest, & the upcoming Pet in the Park adoption events).
  - **Field Operations -** Reduce field response times by 5% to routine and high priority calls by field officers through the implementation of beat assignments and routing incoming calls to field staff by our dispatchers more efficiently by using service request demand levels to adjust beat assignments and using clerical staff to answer incoming calls.
  - **Office Operations** - Reduce wait time for customers to not exceed 10 minutes at the Animal Shelter by expanding use of the On-Line Web-Licensing and On-Line Service Requests; review of the current phone answering system and streamline the routing process for customers; improvement in the notification process to citizens experiencing barking dog nuisances; and cross-training new staff to be able to clear waiting lines requiring routine transactions.

- Expand on community outreach opportunities by partnering with the Parks and Community Services Department and local businesses to host at least eight adoption events.
- Explore increasing revenue opportunities, including completing applications for at least four grants.

Library

- Add one additional story time program per week.
- Contact a minimum of 20 preschools and Head Start programs to arrange a visit from the children's librarian to conduct a story time and promote the library, with a target of at least 50% participation.
- Partner with the Recreation Division to present at least one puppet show by library staff to the Time for Tots group.
- Partner with the Recreation Division to plan a Halloween costume swap for 2013.
- Add a minimum of 15 new medical education books to support the City's goal of developing Moreno Valley as a medical corridor.
- Add a minimum of 15 new books on job searching and business topics.
- Explore adding Pinterest to the social media outlets currently in use.
- Add a listing to the State Library's VolunteerMatch online service to recruit more teen volunteers.

MV00204780

Administrative Services Department

Proposed Additions:
FY 2013/14
FY 2014/15

Previously Defunded
Proposed Reductions

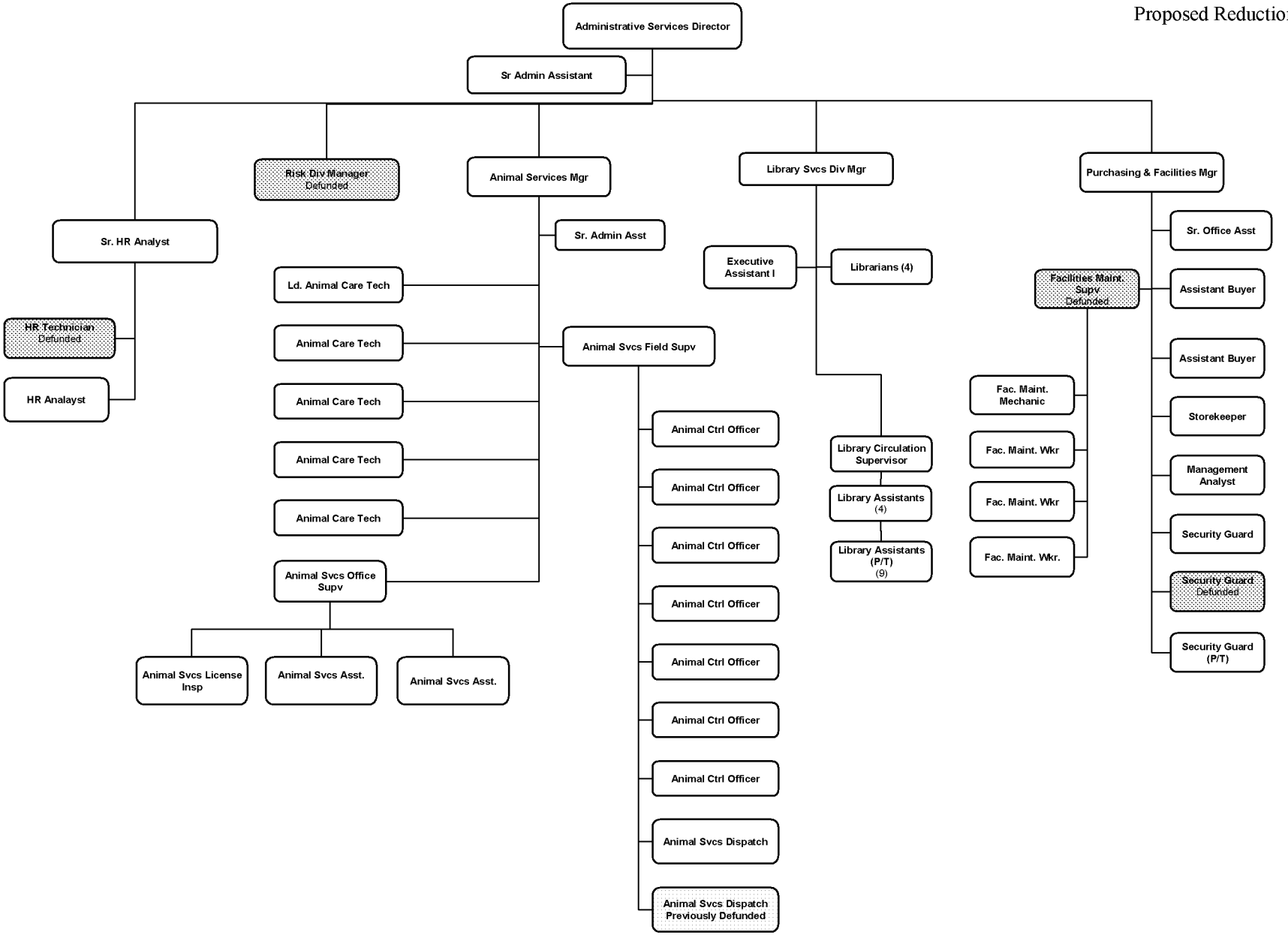

Note: The Organization Chart has been updated and will not identify any staffing reductions which occurred prior to FY 2011/12.

MV00204781

City of Moreno Valley
FY 2013/14 - 2014/15 Position Summary Report by Department

Department / Position Title		FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
Administrative Services									
Administrative Services Dir	FT	-	1	-	1	-	1	-	1
Animal Care Technician	FT	-	4	-	4	-	4	-	4
Animal Control Officer	FT	-	7	-	7	-	7	-	7
Animal Services Asst	FT	-	2	-	2	-	2	-	2
Animal Svcs Dispatcher	FT	(1)	1	-	1	1	2	-	2
Animal Svcs Division Manager	FT	-	1	-	1	-	1	-	1
Animal Svcs Field Supervisor	FT	-	1	-	1	-	1	-	1
Animal Svcs License Inspector	FT	-	1	-	1	-	1	-	1
Animal Svcs Office Supervisor	FT	-	1	-	1	-	1	-	1
Asst Buyer	FT	-	2	-	2	-	2	-	2
Executive Asst I	FT	-	1	-	1	-	1	-	1
Facilities Maint Mechanic	FT	-	1	-	1	-	1	-	1
Facilities Maint Worker	FT	-	3	-	3	-	3	-	3
Facilities Maintenance Spvr	FT	(1)	-	-	-	-	-	-	-
Human Resources Analyst	FT	-	1	-	1	-	1	-	1
Human Resources Div Manager	FT	-	-	-	-	-	-	-	-
Human Resources Technician	FT	(1)	1	(1)	-	-	-	-	-
Lead Animal Care Technician	FT	-	1	-	1	-	1	-	1
Lead Facilities Maint Worker	FT	-	-	-	-	-	-	-	-
Lib Serv Div Mgr	FT	-	1	-	1	-	1	-	1
Librarian	FT	-	4	-	4	-	4	-	4
Library Asst	FT	-	4	-	4	-	4	-	4
Library Asst	P/T	-	9	-	9	-	9	-	9
Library Circulation Supervisor	FT	-	1	-	1	-	1	-	1
Management Analyst	FT	-	1	-	1	-	1	-	1
Purch & Facilities Div Mgr	FT	-	1	-	1	-	1	-	1
Risk Division Manager	FT	-	1	(1)	-	-	-	-	-
Security Guard	FT	(1)	1	-	1	-	1	-	1
Security Guard	P/T	-	1	-	1	-	1	-	1
Sr Administrative Asst	FT	-	1	1	2	-	2	-	2
Sr Human Resources Analyst	FT	-	1	-	1	-	1	-	1
Sr Office Asst	FT	1	1	-	1	-	1	-	1
Storekeeper	FT	-	1	-	1	-	1	-	1
TOTAL - Administrative Services		**(3)**	**57**	**(1)**	**56**	**1**	**57**	**-**	**57**

MV00204782

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
18 Administrative Services								
1010 GENERAL FUND	18010 Human Resources - Admin	$ 923,963	$ 773,363	$ 859,424	$ 813,117	$ (46,307)	$ 816,295	$ 3,178
	18210 Animal Services	-	-	2,248,741	2,333,348	84,607	2,341,168	7,820
	18211 Animal Services Donations	-	-	26,120	18,840	(7,280)	18,840	-
	18310 Purchasing	-	-	489,015	492,384	3,369	494,796	2,412
5010 LIBRARY SERVICES	18510 Library	-	-	2,045,041	1,812,217	(232,824)	1,828,882	16,665
7110 WORKERS' COMPENSATION	18120 Workers Compensation	330,062	201,199	670,887	671,287	400	671,516	229
	18130 Workers Compensation - Claims	43,266	13,066	27,048	27,398	350	27,598	200
7310 FACILITIES MAINTENANCE	18410 Facilities - General	-	-	988,227	994,737	6,510	993,971	(766)
	18411 City Hall	-	-	725,400	810,055	84,655	605,055	(205,000)
	18412 Corporate Yard	-	-	121,850	128,715	6,865	133,465	4,750
	18413 Transportation Trailer	-	-	5,400	5,415	15	5,415	-
	18414 Public Safety Building	-	-	352,100	358,615	6,515	358,115	(500)
	18415 Library - Facilities Maint	-	-	84,600	158,320	73,720	87,820	(70,500)
	18416 Pro Shop	-	-	27,700	43,120	15,420	42,620	(500)
	18417 MVTV Studio	-	-	11,600	-	(11,600)	-	-
	18418 Animal Shelter	-	-	107,700	126,120	18,420	112,620	(13,500)
	18419 Senior Center	-	-	93,800	95,625	1,825	95,625	-
	18420 Towngate Community Cntr	-	-	37,900	37,850	(50)	37,850	-
	18421 March Field Community Cntr	-	-	33,100	40,310	7,210	39,810	(500)
	18422 TS Annex	-	-	94,500	-	(94,500)	-	-
	18423 Recreation & Conference Cntr	-	-	262,800	286,040	23,240	265,540	(20,500)
	18424 Facilities - Annex	-	-	-	-	-	-	-
	18425 ESA Annex	-	-	12,500	-	(12,500)	-	-
	18426 Fire Stations	-	-	-	-	-	-	-

MV00204783

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
	18427 Warner Ranch Police Satellite	-	-	-	-	-	-	-
	18428 Annex 1	-	-	15,700	132,800	117,100	132,800	-
	18429 Fire Station #2 (Hemlock)	-	-	41,100	49,890	8,790	39,390	(10,500)
	18430 Fire Station #6 (TownGate)	-	-	42,000	59,050	17,050	42,050	(17,000)
	18431 Fire Station #48 (Sunnymead Rnch	-	-	37,000	45,845	8,845	35,345	(10,500)
	18432 Fire Station #58 (Eucalyptus)	-	-	40,700	46,190	5,490	46,190	-
	18433 Fire Station #65 (JFK)	-	-	35,200	41,640	6,440	31,640	(10,000)
	18434 Fire Station #91 (College Park)	-	-	41,800	50,740	8,940	42,740	(8,000)
	18435 Utilities Field Office	-	-	4,600	7,740	3,140	7,740	-
	18436 Veterans Memorial	-	-	9,000	8,000	(1,000)	8,000	-
	18437 Emergency Ops Center	-	-	81,500	59,050	(22,450)	61,050	2,000
	18438 In House Copier	-	-	150,000	150,000	-	150,000	-
	18439 Fire Station #99 (Morrison Park)	-	-	-	29,790	29,790	30,790	1,000
	18440 Security Guards	-	-	218,785	228,290	9,505	229,717	1,427
18 Administrative Services Total		**$ 1,297,291**	**$ 987,629**	**$ 10,042,838**	**$ 10,162,538**	**$ 119,700**	**$ 9,834,453**	**$ (328,085)**

MV00204784

PARKS AND COMMUNITY SERVICES DEPARTMENT

Department Description

Plan, design, and oversee development of new park sites and facilities, maintain parks and facilities in a safe and aesthetically pleasing manner, maintain and oversee development of the multi-use trail system, provide a wide range of programs for the community including athletic leagues, classes, field trips, child care, teen and senior activities, schedule use of facilities, plan, organize and promote special events, and enforce the park rules and regulations and promotion of safe use of park facilities.

- ❒ Parks and Community Services Administration

  Administers the Parks and Community Services Department in order to plan, design, and oversee the wide range of programs offered to the residents of Moreno Valley. Administers the function of the Parks and Recreation Commission and the Recreational Trail Board. Provide live scan processing for volunteers, sports officials, contract class instructors and employees.

- ❒ Parks Projects

  Plan, design, and coordinate construction of parks and related facilities, including retrofit and modifications to meet current codes.

- ❒ Recreation Division

  - Senior Program

    Plan, design, and oversee the wide range of programs offered to the City's senior citizen community. Administer the function of the Senior Advisory Board.

  - Recreation Program

    Plan, design, and oversee the wide range of recreational programs offered for the City residents; schedule and supervise use of sports facilities.

  - Community Services

    Plan, design, and oversee community service needs. Additionally produce the Recreation Activity Guide three times per year.

  - Community Events

    Plan, design, and oversee recreation community events and programs such as the 4th of July parade and festival. Administers the function of the Arts Commission.

  - Child Care Grant

    Plan, design, and oversee the Child Care Grant program offered by the City, which provides after-school day care to the City's residents.

    Facilitate the $4 million After School and Educational Safety (ASES) grant that serves 5,618 students.

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❒ Parks Maintenance Division

- Park Ranger Program

  Maintain safety in the City's parks through patrol services, enforcement of park rules and regulations, and the promotion of safe use of park facilities.

- Parks Maintenance

  Administer maintenance operation of parks and facilities for the 39 sites (531.66 acres) and 10 miles of multi-use trails.

- Contract Maintenance

  Administer landscape maintenance of the "linear parks" for the City including the Senior Community Center, Conference and Recreation Center, Library, City Hall, PSB, City Annex, Animal Shelter, Fire Stations, Utility Substation, Edison Easement, Multi-use Trails, and the Aqueduct Bikeway.

- Golf Course Program

  Administer the Cottonwood Golf Center operations and 16 acre golf course.

- CSD Public Facilities

  Administer the maintenance program for the CSD city-owned buildings, such as the Senior Community Center, March Field Park Community Center, Conference and Recreation Center, Cottonwood Golf Center, Child Care Grant Classrooms and TownGate Community Center.

Department Mission Statement

In partnership with our citizens, the Department of Parks and Community Services provides comprehensive park, and recreation, facilities, and services, which constantly respond to changing community needs. We strive to preserve, enhance, and protect our open space to enrich the quality of life for present and future generations in a safe and secure environment.

Department Goals

Administration and Projects

- Provide additional lighted sports fields.
  - Lasselle Sports Park (early 2014)
- Develop a marketing plan to promote programs and recreation facilities, through various media outlets including Facebook, My Space, and Twitter; and increase public awareness by placing program banners at numerous facilities, and advertising at Moreno Valley Mall.
- Develop Lasselle Sports Park that will be self-sustainable by requiring less maintenance and utility usage.
- Explore alternative options to Cottonwood Golf Center for the operation of the golf course and other possible uses at the facility to reduce expenses, improve efficiency, and increase revenue.
- Develop a policy in order to consider naming rights for department facilities to provide additional advertising and revenues.
- Research developing a policy for field advertising to increase revenue.

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- Install an automated lighting system on March Field Softball field.
- Install new play apparatus at Fairway, Westbluff, and El Potrero Parks.
- Complete ADA improvements at Gateway Park restroom and March Annex.
- Seek funding opportunities for additional funding to increase the number of students served by the ASES grant.
- Enhance entryway of Conference and Recreation Center.

Recreation Division (recreational classes, sports, Senior Community Center, after school programs, community events, golf course)

- Solicit sponsorships for the various programs and special events. Explore reassigning staff to enable more time dedicated specifically to soliciting sponsors.
- In conjunction with the Parks Maintenance Division, develop a master schedule to permit annual rotation for closing parks and facilities in order to properly maintain the condition and safety of the fields, keeping the parks aesthetically pleasing. Encourage tournaments by having tournament-ready ball fields and soccer fields.
- Research the possibility of opening a licensed preschool at the former ASES headquarters at March Field Park.
- Expand and improve Movies in the Park by adding more movies throughout the year along with activities and themes, and ensure sponsorship for each movie through community businesses, organizations, and vendors.
- Explore the possibility of hosting sports tournaments to bring additional revenue to the City and to the local businesses such as hotels and restaurants.
- Explore providing additional special events to improve the quality of the life for the community such as Concerts in the Park, Art and Wine Festival, Mud Run, Haunted House, mobile recreation in the park, and multi-cultural events.
- Implement arena league soccer program and adult kickball league.
- Expand Artoberfest event.
- Schedule youth sports leagues at Lasselle Sports Park.

Parks Maintenance (parks, trails)

- Outsource shrub bed maintenance and mowing of Lasselle Sports Park after being constructed.
- Maintain the current standard of park and trail maintenance while providing higher efficiency at the 39 current sites (531.66 acres) and 10 miles of multi-use trails by reorganizing work zones to specific districts within the city, thus allowing more work efficiency due to less drive time between park sites.
- Utilizing local organizations, churches, and volunteers for painting projects at MVCP, Weston Park, Equestrian Center Main Arena and weed abatement and clean-up of Equestrian Center, March Field Park and Aqueduct Bikeways.
- Continue labor force on Friday through Tuesday nights for restroom clean-up and park lock down, thus allowing more patrols and enforcement of park facilities by Park Rangers.
- Expand contract with Workability Program for special needs by increasing work in additional areas of the Aqueduct Bikeways and City trails.
- Add irrigation and turf to a portion of both sides of the Hound Town Dog Park.
- Concrete repair at various park sites.
- Replace and install new restroom partitions and hand dryers at various park sites.
- Update all old irrigation controllers with new ET-based weather station irrigation controllers.
- Re-paint and install new partitions and toilets in restrooms at Fairway Park and Ridgecrest Park.
- Work on the ball field fencing at John F. Kennedy Memorial Park, Woodland Park, March Field Park, and Bethune Park.
- Overseed the tees and greens at Cottonwood Golf Club.

MV00204787

Parks & Community Services Department

Proposed Additions:
FY 2013/14
FY 2014/15

Previously Defunded
Proposed Reductions

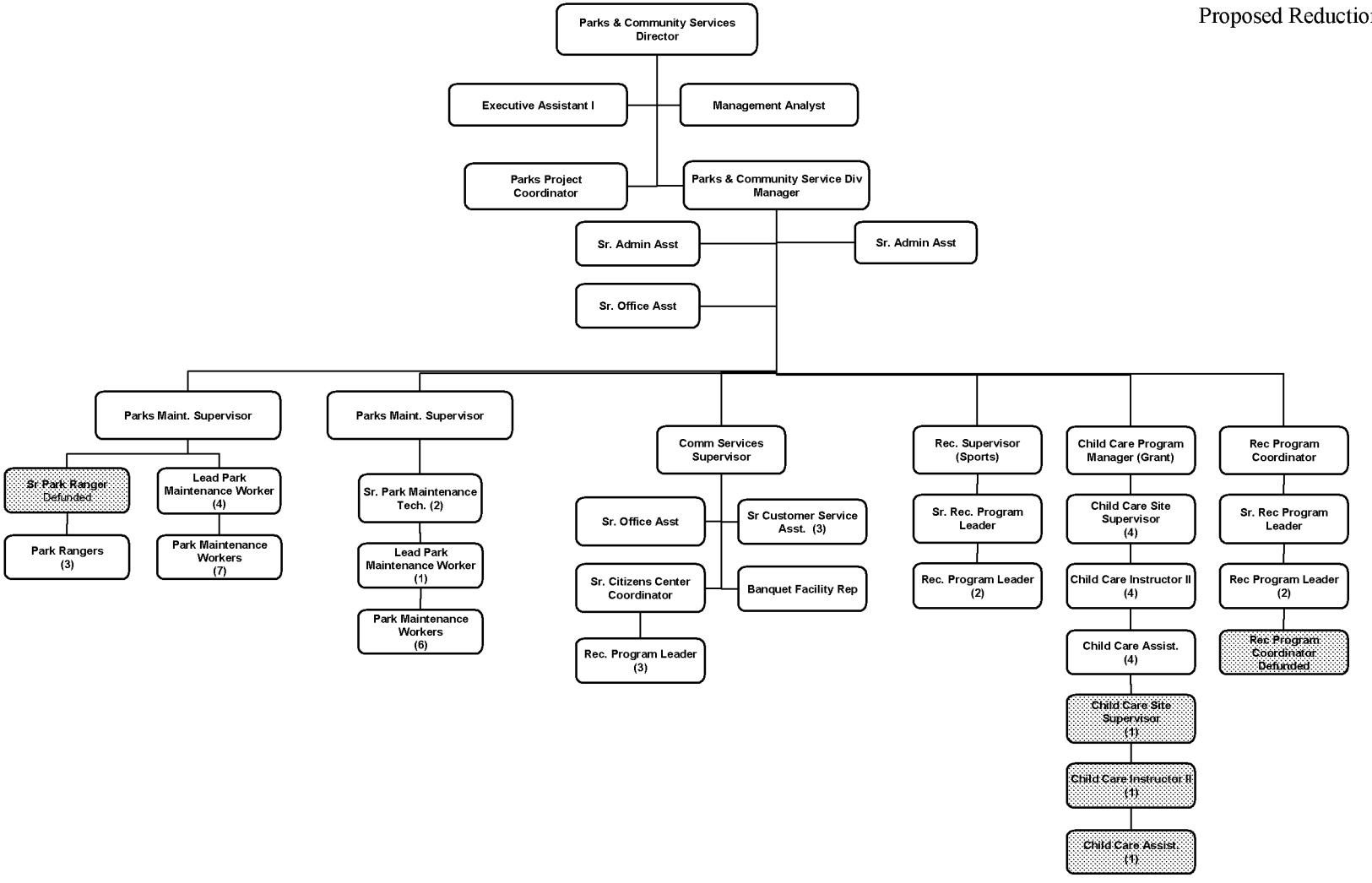

Note: The Organization Chart has been updated and will not identify any staffing reductions which occurred prior to FY 2011/12.

MV00204788

City of Moreno Valley
FY 2013/14 - 2014/15 Position Summary Report by Department

Department / Position Title		FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
Parks & Community Services									
After School Prog Coordinator	FT	(4)	-	-	-	-	-	-	-
After School Prog Specialist	P/T	(8)	-	-	-	-	-	-	-
After School Prog Supervisor	FT	(1)	-	-	-	-	-	-	-
Banquet Facility Rep	FT	-	1	-	1	-	1	-	1
Child Care Asst	P/T	-	5	-	5	(1)	4	-	4
Child Care Instructor I I	P/T	-	5	-	5	(1)	4	-	4
Child Care Program Manager	P/T	-	1	-	1	-	1	-	1
Child Care Site Supervisor	P/T	-	5	-	5	(1)	4	-	4
Community Svcs Supervisor	FT	-	1	-	1	-	1	-	1
Executive Asst I	FT	-	1	-	1	-	1	-	1
Lead Parks Maint Worker	FT	-	5	-	5	-	5	-	5
Management Analyst	FT	-	1	-	1	-	1	-	1
Park Ranger	FT	-	3	-	3	-	3	-	3
Parks & Comm Svcs Director	FT	-	1	-	1	-	1	-	1
Parks Maint Division Manager	FT	-	1	(1)	-	-	-	-	-
Parks & Comm Svcs Div Mgr	FT	-	-	1	1	-	1	-	1
Parks Maint Supervisor	FT	-	2	-	2	-	2	-	2
Parks Maint Worker	FT	-	13	-	13	-	13	-	13
Parks Projects Coordinator	FT	-	1	-	1	-	1	-	1
Recreation Program Coord	FT	-	2	(1)	1	-	1	-	1
Recreation Program Leader	P/T	-	7	-	7	-	7	-	7
Recreation Supervisor	FT	-	-	1	1	-	1	-	1
Sr Administrative Asst	FT	(1)	2	-	2	-	2	-	2
Sr Citizens Center Coord	FT	-	1	-	1	-	1	-	1
Sr Customer Service Asst	FT	-	3	-	3	-	3	-	3
Sr Human Resources Analyst	FT	-	-	-	-	-	-	-	-
Sr Office Asst	FT	-	1	-	1	-	1	-	1
Sr Office Asst	P/T	-	1	-	1	-	1	-	1
Sr Park Ranger	FT	(1)	-	-	-	-	-	-	-
Sr Parks Maint Technician	FT	-	1	1	2	-	2	-	2
Sr Recreation Program Leader	P/T	-	2	-	2	-	2	-	2
TOTAL - Parks & Community Svcs		**(15)**	**66**	**1**	**67**	**(3)**	**64**	**-**	**64**

MV00204789

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
50 Parks & Community Svcs								
1010 GENERAL FUND	35150 Library Project	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2201 CHILD CARE GRANT	75011 Child Care Grant	613,235	522,299	851,865	578,761	(273,104)	582,361	3,600
	75012 Relocation of Portable Classrm	-	-	-	-	-	-	-
	75111 CACFP Childs Place FY10-11	19,580	-	20,000	-	(20,000)	-	-
	75112 CACFP Childs Place	-	33,119	-	34,000	34,000	34,000	-
2202 ASES PROGRAM GRANT	75211 CACFP At Risk - FY10-11	416,930	-	-	-	-	-	-
	75212 CACFP At Risk	-	433,332	100,000	-	(100,000)	-	-
	75311 ASES Program Grant - FY 10-11	5,656,025	-	-	-	-	-	-
	75312 ASES Program Grant	(9)	5,756,020	6,075,017	6,080,840	5,823	6,081,434	594
3911 EQUESTRIAN TRAIL ENDOWMENT	35020 Equestrian Trail Endowment	289	-	-	-	-	-	-
4017 ARTS COMMISSION	35030 Arts Commission	504	-	1,000	14,600	13,600	14,600	-
5010 LIBRARY SERVICES	35110 Library	1,852,640	1,950,887	-	-	-	-	-
5011 ZONE A PARKS	35010 Parks & Comm Svcs - Admin	539,119	520,007	568,645	576,620	7,975	579,170	2,550
	35210 Park Maintenance - General	2,433,532	2,684,032	2,851,851	3,160,181	308,330	2,999,075	(161,106)
	35211 Contract Park Maintenance	349,881	388,868	454,519	461,603	7,084	467,288	5,685
	35212 Park Ranger Program	316,425	366,230	378,074	370,423	(7,651)	372,210	1,787
	35213 Golf Course Program	282,601	257,642	307,381	263,492	(43,889)	265,672	2,180
	35214 Parks Projects	145,808	162,654	270,567	173,625	(96,942)	175,211	1,586
	35215 CSD Public Facilities	-	-	-	-	-	-	-
	35216 CFD#1	-	1,841	-	-	-	-	-
	35310 Senior Program	496,233	525,723	572,154	609,009	36,855	576,727	(32,282)
	35311 Community Services	121,353	161,798	172,293	193,446	21,153	194,116	670
	35312 Community Events	76,738	137,856	153,331	81,327	(72,004)	81,507	180
	35313 Conf & Rec Cntr	480,179	549,467	589,309	629,075	39,766	603,507	(25,568)

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City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
	35314 Conf & Rec Cntr - Banquet	230,794	287,329	306,841	324,635	17,794	334,331	9,696
	35315 Recreation Programs	1,641,481	1,517,954	1,698,262	1,752,265	54,003	1,739,165	(13,100)
	35316 ASA Tournament	-	-	-	-	-	-	-
	35317 July 4th Celebration	-	-	118,275	142,505	24,230	142,765	260
5113 CFD#1	35216 CFD#1	843,796	921,541	1,065,988	1,182,223	116,235	1,225,757	43,534
50 Parks & Community Svcs Total		**$ 16,517,133**	**$ 17,178,599**	**$ 16,555,372**	**$ 16,628,630**	**$ 73,258**	**$ 16,468,896**	**$ (159,734)**

MV00204791

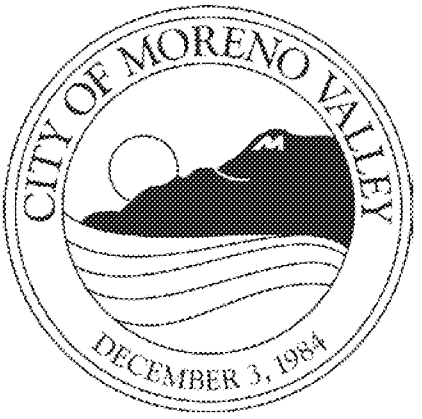

MV00204792

POLICE DEPARTMENT

Department Description

The Moreno Valley Police Department is a full-service law enforcement agency serving the citizens of Moreno Valley. The Department is comprised of five operating divisions that manage city resources and work together to deliver the Department Mission. The Department Divisions are described below:

❒ Administration Division

The Administration Division includes the Office of the Chief of Police, the Accounting Unit, Facilities/Maintenance, and the Training Unit. This Division is responsible for the daily operations of the station and provides oversight of all the other Divisions.

❒ Detective Division

The Detective Division consists of the Detective Unit, the Burglary Suppression Team, the Robbery Suppression Team, the Forensics Unit, the Crime Analysis Unit, the Criminal Registrants Unit, and the Riverside County Regional Medical Center Unit.

❒ Patrol Division

The Patrol Division consists of four patrol shifts, the Mall Team, the K-9 Program, the Property/Evidence Unit, the Telephone Reporting Unit, the Logistics Unit, Fleet and Weapons Maintenance, and the Problem Oriented Policing Team.

❒ Special Enforcement Teams Division

The Special Enforcement Teams Division consists of the Gang Unit, the Narcotics Unit, the Career Criminal Team, the Bike Team, and the School Resource Unit.

❒ Traffic Division

The Traffic Division consists of the Accident Investigation and Enforcement Unit, the MVPD Business Office, the Community Services Unit, which includes the Volunteer Unit, the Mounted Posse, and the Reserve Deputy Unit.

Department Mission Statement

The Mission of the Moreno Valley Police Department is to meet the mandates prescribed by law, to provide progressive and efficient public safety, through partnerships with our community and allied agencies, with the aim of realizing our Vision of a safe community where our residents and visitors are free to pursue their dreams and the highest possible quality of life.

Department Goals

- The MVPD is committed to improving the quality of life in Moreno Valley through a partnership with our community. In the name of that partnership the Community Services Division has set the following goals:
    - We will increase our civilian volunteer membership by 40%.

MV00204793

    - We will increase our Mounted Posse membership by 40%.
    - We will increase our Police Explorer membership by 40%.
    - We will increase our Reserve Police Officer membership by 30%.
    - We will increase our Neighborhood Watch membership by 30%.
    - We will increase our Business Watch membership by 30%.
- MVPD Traffic Division is committed to keeping the City of Moreno Valley one of the safest places in California to drive in. Toward that end, the Traffic Division has set the following goals:
    - We will conduct 18 DUI/Driver's License Checkpoints.
    - We will conduct 13 DUI Saturation Patrols.
    - We will conduct 2 DUI Warrant Service Operations.
    - We will conduct 37 Distracted Driver Operations.
    - We will conduct 37 Primary Collision Factor Operations.
    - We will conduct 4 Motorcycle Safety Operations.
    - We will conduct 3 Stakeout Operations for habitual DUI drivers.
    - We will conduct 30 Child Safety Seat Awareness Programs.
    - We will conduct 30 Traffic Safety Programs for the local schools.
    - We will conduct 10 Bicycle Safety Programs for the local schools.
- The MVPD Detective Division is staffed by many senior Department members who have a wealth of police experience and knowledge. In addition to their normal duties, the Detective Division will be more intentional about training and sharing their experience with less experienced Department members and the community. Toward that end, the Detective Division has set the following goals:
    - We will conduct monthly briefings for all Patrol Division staff. The training materials and topics will include fraud, internet crimes, child abuse, gang crimes, and crime prevention.
    - We will conduct Robbery Prevention Training for the Moreno Valley merchants and banks.
    - We will conduct Burglary Prevention Training for Moreno Valley merchants and community members.
- The MVPD Problem Oriented Policing Team is committed to helping Moreno Valley citizens improve their quality of life by addressing a variety of social problems. Toward that end, the Problem Oriented Policing Team has set the following goals:
    - We will work with City officials to fully implement all aspects of the Crime Free Multi Housing ordinances.
    - We will conduct 8 ABC Shoulder Tap operations throughout the City to help prevent underage consumption of alcoholic beverages.
    - We will conduct 10 bicycle patrol operations throughout the City business corridors (Sunnymead Blvd. and Alessandro Blvd.) and parks to target graffiti, drugs and gang activity.
    - We will conduct 5 prostitution prevention operations.
- The MVPD Administrative Division is committed to creating an environment that promotes the delivery of the highest quality police service possible. Toward that end the Administrative Division has set the following goals:
    - We will redesign the MVPD information management systems to promote efficiency in workflow and accountability for work product.
    - We will provide oversight for the installation of the Citywide Camera system and construction of the camera monitoring room, in order to launch the system this year.

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Police Department

Proposed Additions:
FY 2013/14
FY 2014/15

Previously Defunded
Proposed Reductions

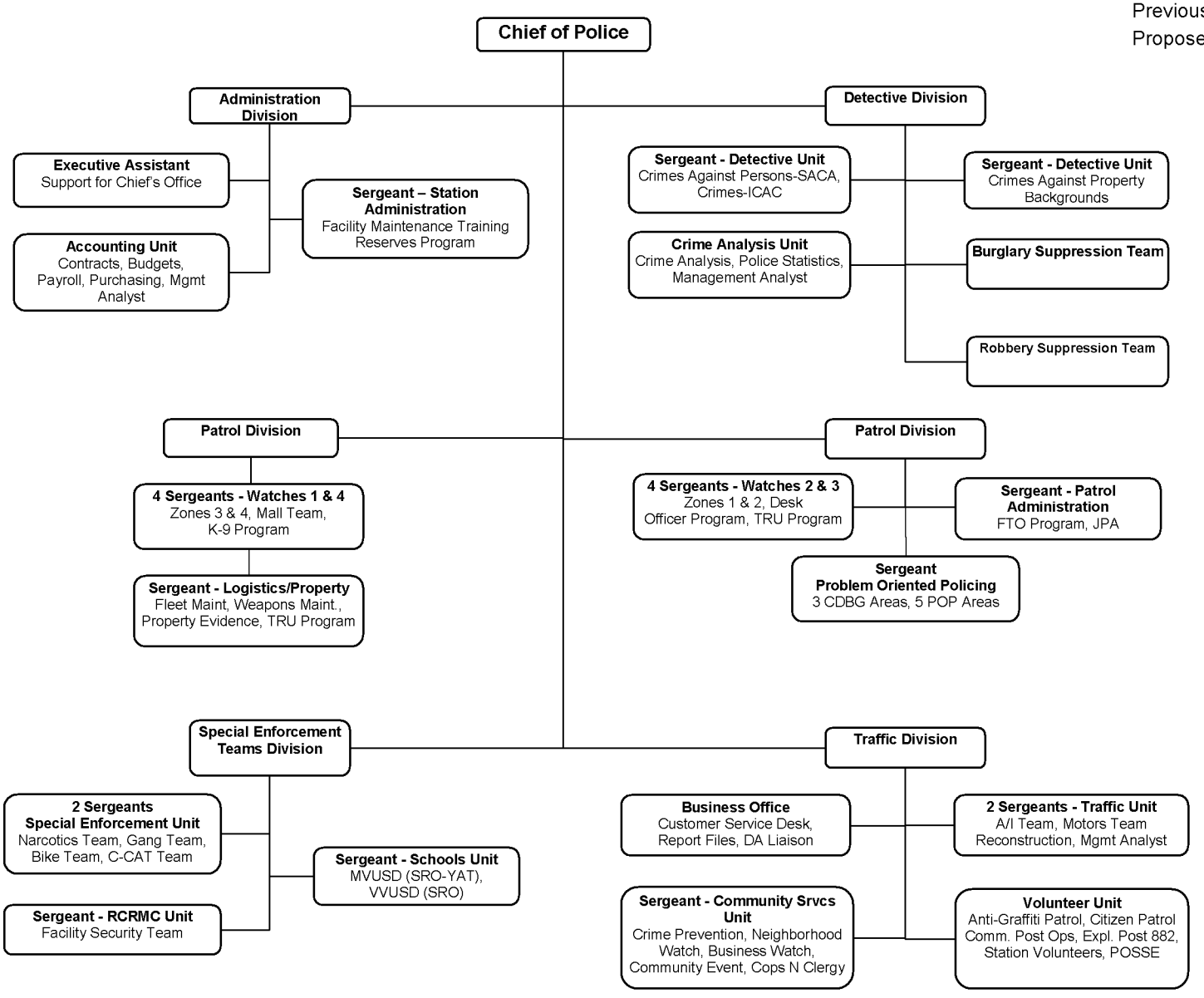

Note: The Organization Chart has been updated and will not identify any staffing reductions which occurred prior to FY 2011/12.

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City of Moreno Valley
FY 2013/14 - 2014/15 Position Summary Report by Department

Department / Position Title		FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
Police									
Executive Asst I	FT	-	1	-	1	-	1	-	1
Management Analyst	FT	-	2	-	2	-	2	-	2
TOTAL - Police		**-**	**3**	**-**	**3**	**-**	**3**	**-**	**3**

Department / Position Title	FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
Police (Non-Sworn)								
Police Administration								
Community Services Officer I	-	-	-	-	1.0	1.0	-	1.0
Accounting Technician	-	1.0	-	1.0	-	1.0	-	1.0
Senior Accounting Assistant	-	1.0	-	1.0	-	1.0	-	1.0
Accounting Assistant II	-	2.5	-	2.5	-	2.5	-	2.5
Supervising Office Assistant II	-	1.0	-	1.0	-	1.0	-	1.0
Supervising Office Assistant I	-	1.0	-	1.0	-	1.0	-	1.0
Office Assistant III	-	2.0	1.0	3.0	-	3.0	-	3.0
Office Assistant II	-	14.0	(2.0)	12.0	-	12.0	-	12.0
Police Patrol								
Community Services Officer II	-	13.0	-	13.0	-	13.0	-	13.0
Sheriff's Service Officer II	-	3.0	-	3.0	-	3.0	-	3.0
Police Traffic								
Community Services Officer II	-	5.0	-	5.0	(1.0)	4.0	-	4.0
Police Community Services								
Community Services Officer I	-	3.0	-	3.0	(1.0)	2.0	-	2.0
Police Detectives								
Forensic Technicians	-	2.0	-	2.0	-	2.0	-	2.0
Community Services Officer II	-	-	-	-	1.0	1.0	-	1.0
Sheriff's Service Officer II	-	1.0	-	1.0	-	1.0	-	1.0
Police POP								
Community Services Officer I	-	2.0	-	2.0	-	2.0	-	2.0
Police CCAT	-							
Sheriff's Service Officer II	-	1.0	-	1.0	-	1.0	-	1.0
TOTAL - Police (Non-Sworn)	**-**	**52.5**	**(1.0)**	**51.5**	**-**	**51.5**	**-**	**51.5**

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City of Moreno Valley
FY 2013/14 - 2014/15 Position Summary Report by Department

Department / Position Title	FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
Police (Sworn)								
Police Administration								
Captain	-	1.0	-	1.0	-	1.0	-	1.0
Lieutenant	-	1.0	-	1.0	-	1.0	-	1.0
Sergeant	-	1.0	-	1.0	-	1.0	-	1.0
Deputy - Community Services	-	-	-	-	1.0	1.0	-	1.0
Police Patrol								
Lieutenant	-	2.0	-	2.0	-	2.0	-	2.0
Sergeant	-	10.0	-	10.0	-	10.0	-	10.0
Deputy	-	74.0	-	74.0	-	74.0	-	74.0
Deputy (Includes 2 K-9 Officers)	-	2.0	-	2.0	-	2.0	-	2.0
Deputy (Burglary Suppression)	-	2.0	-	2.0	(2.0)	-	-	-
Deputy (Robbery Suppression)	-	2.0	-	2.0	(2.0)	-	-	-
Deputy (SET Gangs)	-	2.0	-	2.0	(2.0)	-	-	-
Police Mall								
Deputy	-	2.0	-	2.0	-	2.0	-	2.0
Police Traffic								
Lieutenant	-	1.0	-	1.0	-	1.0	-	1.0
Sergeant	-	2.0	-	2.0	-	2.0	-	2.0
Motors	-	10.0	-	10.0	(4.0)	6.0	-	6.0
Accident Investigators	-	8.0	-	8.0	(2.0)	6.0	-	6.0
Police Community Services								
Sergeant	-	2.0	-	2.0	-	2.0	-	2.0
Deputy - Community Services	-	3.0	-	3.0	(1.0)	2.0	-	2.0
Deputy - Graffiti Prevention	-	1.0	-	1.0	-	1.0	-	1.0
Deputy - School Resource Officer	-	1.0	-	1.0	(1.0)	-	-	-
Police Detectives								
Lieutenant	-	1.0	-	1.0		1.0	-	1.0
Sergeant	-	2.0	-	2.0		2.0	-	2.0
Investigator	-	17.0	-	17.0		17.0	-	17.0
Deputy (Burglary Suppression)	-	2.0	-	2.0	-	2.0	-	2.0
Deputy (Robbery Suppression)	-	-	-	-	2.0	2.0	-	2.0
Police POP								
Sergeant	-	2.0	-	2.0		2.0	-	2.0
Problem Oriented Policing Officers	-	8.0	-	8.0	(4.0)	4.0	-	4.0
Deputy (Detectives 290 Registration Officer)	-	1.0	-	1.0	(1.0)	-	-	-
Police SET								
Lieutenant	-	1.0	-	1.0		1.0	-	1.0
Sergeant	-	2.0	-	2.0		2.0	-	2.0
Deputy (Gang Officers)	-	9.0	-	9.0	(4.0)	5.0	-	5.0
Deputy (Narcotics Officers)	-	5.0	-	5.0	(4.0)	1.0	-	1.0
Deputy (Narcotics K-9 Officer)	-	1.0	-	1.0	-	1.0	-	1.0
Gang Task Force Officer	-	1.0	-	1.0	(1.0)	-	-	-
Police CCAT								
Deputy	-	2.0	-	2.0	-	2.0	-	2.0
TOTAL - Police (Sworn)	**-**	**181.0**	**-**	**181.0**	**(25.0)**	**156.0**	**-**	**156.0**

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City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
60 Police								
1010 GENERAL FUND	40010 Police Admin	$ 3,192,539	$ 3,416,492	$ 3,916,547	$ (2,024,321)	$ (5,940,868)	$ (2,164,729)	$ (140,408)
	40110 Patrol	21,532,415	20,761,234	21,879,246	21,345,170	(534,076)	22,357,983	1,012,813
	40111 Towngate Mall	460,969	468,433	473,362	521,846	48,484	547,515	25,669
	40210 Traffic Enforcement	5,241,774	5,413,754	5,948,559	6,207,878	259,319	6,462,938	255,060
	40220 Community Services	1,072,315	1,110,489	1,141,951	1,007,058	(134,893)	1,049,421	42,363
	40310 Detective Unit	1,094,638	1,135,342	1,251,127	2,923,256	1,672,129	3,057,677	134,421
	40311 Crime Prevention	-	-	-	-	-	-	-
	40312 People Oriented Policing	2,384,927	2,442,682	2,559,655	2,483,855	(75,800)	2,602,624	118,769
	40410 Special Enforcement	4,177,688	4,351,293	4,164,313	5,474,992	1,310,679	5,998,534	523,542
2410 SLESF GRANTS	76012 SLESF Grant	188,741	301,305	315,970	-	(315,970)	-	-
2705 OTS GRANTS PUBLIC SAFETY	76018 Pedestrian Safety/Public Ed	-	-	-	-	-	-	-
	76109 Office of Traffic Safety	(593)	-	-	-	-	-	-
	76110 DUI Enforce & Awareness AL1029	62,037	-	51,200	51,200	-	51,200	-
	76111 DUI Enforce & Awareness AL1142	142,066	60,912	-	-	-	-	-
	76112 DUI Enf & Awareness Grant	-	131,430	59,000	-	(59,000)	-	-
	76208 Avoid the 30 AL0842	2,829	-	30,000	30,000	-	30,000	-
	76211 Avoid the 30 AL1104	24,674	1,167	-	-	-	-	-
	76212 Avoid the 30 Program	-	8,553	9,500	-	(9,500)	-	-
	76213 Avoid the 30 Grant #AL1387	-	-	18,000	-	(18,000)	-	-
	76310 Click It or Ticket CT10272	5,019	-	-	-	-	-	-
	76410 Sobriety Checkpoint SC10272	83,219	-	-	-	-	-	-
	76601 STEP Grant #PT1303	-	-	90,000	-	(90,000)	-	-
2715 JAG GRANTS	76508 JAG 2007-08 DJ-BX-0146	10,850	-	-	-	-	-	-

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City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
	76509 JAG 2008-09 SB-59-2366	39,408	26,263	128,900	-	(128,900)	-	-
	76510 JAG 2009-10 DD-BX-0445	91,997	150,488	435,000	-	(435,000)	-	-
2720 COPS TECH GRANTS	76015 COPS 2008 CK-WX-0512	30,771	-	-	-	-	-	-
2725 ICEP TASK FORCE	76014 ICEP Task Force	2,176	-	-	-	-	-	-
2803 TARGET GRANT - PD	76017 Target Grant - PD	-	-	-	-	-	-	-
60 Police Total		**$ 39,840,458**	**$ 39,779,836**	**$ 42,472,330**	**$ 38,020,934**	**$ (4,451,396)**	**$ 39,993,163**	**$ 1,972,229**

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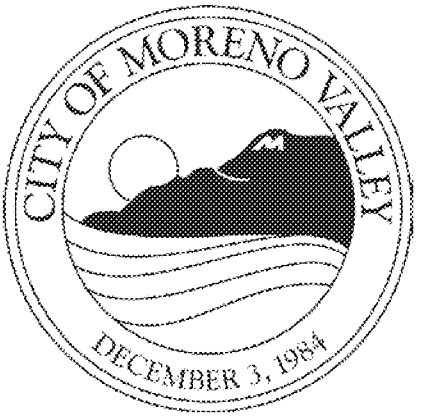

MV00204800

PUBLIC WORKS DEPARTMENT

Department Description

The Public Works Department is the largest "non-public safety" full-service department in the City of Moreno Valley consisting of five divisions. The Public Works department is responsible for public works administration, city engineering, maintenance of public facilities located within the street right-of-way, electric service to new development in residential, commercial and industrial areas, solid waste collection and disposal, design and construction of City-built capital improvements, and administration of traffic facilities and related activities.

❒ Public Works Administration Division

Analysis of regional, state and federal legislative actions concerning public works issues. Coordination with local and regional agencies for flood control, water and wastewater supply and disposal, and planning for public utilities. Administration of all public works budgets and emergency response to disasters.

❒ Capital Projects Division

Capital Projects Division is responsible for the preparation of the annual capital improvement plan budget. The Division is also responsible for the contract administration of a broad spectrum of infrastructure projects such as constructing storm drains, channels, sanitary sewers, water pipelines, electrical & communication ducts and structures, street lights, widening and rehabilitation of interchanges and roadways, curb and gutter, medians, bikeways & bridges, installing and upgrading traffic signals and on occasion building facilities and parks. The Division also provides Real Property services to all departments in the City. These services include acquisitions/negotiations, appraisal reviews, cost estimates, legal description review, title and escrow services. The Division also administers the City's Disadvantaged Business Enterprise (DBE) program for public projects, Americans with Disabilities Act (ADA) Transition Plan, Intergovernmental Agency/Utility Coordination, grant application and management, Citywide Standard Plan Update and Development Impact Fee/Transportation Uniform Mitigation Fee Network and Cost support.

❒ Electric Utility Division/Moreno Valley Utility ("MVU")

The Electric Utility Division, or Moreno Valley Utility ("MVU"), is responsible for providing reliable electric service to residential, commercial, and industrial customers of new developments within the City of Moreno Valley. MVU is responsible for resource management, finance and administration, legislative and regulatory compliance, strategic planning, and public benefit program development and implementation. MVU is also responsible for managing a long term agreement with ENCO Utility Services Moreno Valley, LLC ("ENCO") that was approved in late 2003. Under that agreement, ENCO provides operations and maintenance, construction support, customer service, meter reading, billing, emergency response, and other services.

❒ Maintenance and Operations Division

The Maintenance and Operations Division maintains public streets, public drainage systems, and rights-of-way, including: pavement and roadway shoulder repair & rehabilitation; curbs, gutters and sidewalks; storm drain and catch basin inspection and cleaning; parkway tree trimming and removals; street sweeping; right-of-way litter and weed

MV00204801

abatement; and graffiti abatement. Additionally, this Division maintains vehicles, equipment and related services for the entire City, responds to illegal dumping, hazardous materials spills, storms and other emergencies, and is responsible for the administration of the City's solid waste services, recycling programs and recycling public education campaigns. Staff also serves as the City representative to the Riverside County Solid Waste Local Task Force, Western Riverside Council of Government's Solid Waste Technical Committee and Western Riverside Council of Government's Clean Cities Coalition.

❒ Transportation Division

Transportation Engineering is responsible for improving safety and mobility for all roadway users, including pedestrians, persons with disabilities, bicyclists, cars, and trucks. Emphasis is placed on both the regional and sub-regional arterial roadway system to address continuously increasing vehicular traffic demand. Focused efforts provide for street and intersection widening, improved access management, new and modified traffic signals, modified signing and striping, constructing modern roundabouts, and implementing Intelligent Transportation Systems (ITS). Additionally, staff maintains the highest degree of maintenance and functionality for the 180 existing traffic signals to minimize delay and congestion. Signal coordination is provided on multiple arterial roadways to allow for efficient traffic flow. Transportation Engineering administers the adult school crossing guard and residential speed management programs, and performs all studies relating to the Traffic Safety Commission.

Department and Division Mission Statements

The Mission of **Public Works Department** is
To manage and maximize Moreno Valley's public infrastructure investment to enhance the quality of life today, while striving to develop and implement innovative solutions for tomorrow.

The Mission of **Administration Division** is
To provide leadership and support for the Public Works team through expertise and customer care.

The Mission of **Transportation Engineering Division** is
To promote vibrant communities by developing and maintaining a safe, efficient, and sustainable transportation infrastructure system for all users.

The Mission of **Capital Projects Division** is
To deliver a broad spectrum of quality public infrastructure projects safely, efficiently, and responsibly.

The Mission of **Maintenance & Operations Division** is
To maintain public infrastructure and provide quality services in a reliable, responsible, and effective manner that enhances public trust and community pride.

MV00204802

The Mission of **Electric Utility Division** is

To provide safe, reliable, and economical public electric service with a focus on customer needs, infrastructure enhancement, growth, and responsible resource management.

Department and Division Goals

❒ Public Works Administration Division

- Provide leadership and support to all divisions in pursuit of planning and implementing the City's infrastructural needs consistent with the Economic Action Plan.
- Involvement at, and outreach to, the community groups to announce and better explain current and upcoming public works projects and programs.
- Pursuit of federal, state and local grant funding for various projects and programs especially for much needed but deferred citywide storm drain and street pavement improvements and maintenance.
- Provide leadership and support to Capital Projects Division to update the City's Transportation Uniform Mitigation Fee (TUMF) Network through collaborative efforts working with the Western Riverside Council of Governments (WRCOG).
- Provide leadership and support to all divisions to lead their newly established mission statements by example.
- Continue to set values, lead by example, and monitor the department's quality customer service, customer care and same day response.
- Continue to provide leadership and support to all divisions in assessing operational and budgetary statuses throughout the department and implement changes to make the operation most efficient.

❒ Capital Projects Division

- Open new eastbound on/off freeway ramps at SR60/Moreno Beach Interchange to the public by August 2013.
- Connect Eucalyptus Avenue to Moreno Beach Drive and open to public by September 2013.
- Open SR60/Nason Street Bridge Overcrossing roadway to the public by March 2014.
- Complete construction of the $4M Line F Stage 2 concrete lined trapezoidal channel between Oliver Street and Grande Vista Drive (north of Iris Avenue and south of Cactus Avenue) by December 2013.
- Open the $1.2M Cactus Avenue, between I-215 and Veterans Way, Roadway Widening Project to the public by October 2014.
- Assist March JPA in completing the Environmental Impact Report for the Heacock Channel Project by December 2014.
- Complete the upcoming FY 14/15 Capital Improvement Plan Budget for City Council approval by June 2014.
- Continue to collaboratively work with Western Riverside Council of Governments (WRCOG) to update the City's Transportation Uniform Mitigation Fee (TUMF) Network to stay current with the City's Economic Development Action Plan.
- Continue to deliver capital improvement projects in a fiscally responsible manner.

MV00204803

❒ Electric Utility Division/Moreno Valley Utility ("MVU")

- Continue to develop and expand the Moreno Valley Electric Utility to ensure economic viability by performing the following:
    1. Begin building reserves as recommended in the Cost-of-Service Study.
    2. Pay outstanding debt to RDA and Special Districts.
    3. Maintain and update 10 year financial/energy forecast.
    4. Ensure that purchases of energy related products are at the lowest possible cost while striving to comply with state mandates for renewable energy.
- Develop and implement an Energy Risk Management Policy for MVU to provide guidance regarding the purchase and sale of energy related products.
- Develop and implement a disaster preparedness procedure for MVU.
- Expand existing public purpose programs to include programs designed for low-income residential customers.
- Expand the use of electric facility maps through mobile GIS.
- Coordinate with the Utilities Commission on the development of reports to convey information about MVU operations.
- Identify and improve internal processes that will enhance service to MVU customers, both internal and external.

❒ Maintenance and Operations Division

- Implement a "Check Your Number" Mileage Awareness Used Oil Recycling Public Education Campaign.
- Expand the existing Multi-Family Recycling Outreach Program.
- Expand the current Open Channel Maintenance Program to include an initiation of a complete inventory and annual maintenance schedule for culverts within the right-of-way.
- Initiate a "Spot" Pavement Removal and Reconstruction Pilot Program for localized areas of severely distressed pavement.
- Enhance the existing street sweeping program by improving the integration of the sweeping of arterial/collector street medians within the overall monthly street sweeping schedule.
- Transition to the use of biodegradable and recycled oil/fluids within City maintained vehicles/equipment wherever feasible to minimize environmental impacts.
- Enhance work zone safety and visibility by implementing LED lighting retrofits for City maintained vehicles/equipment utilized in construction/maintenance zones within the right-of-way.
- Develop Comprehensive Vehicle Replacement Criteria.

❒ Transportation Division

- Complete the Transportation Management Center Project (TMC).
- Complete intertie with Caltrans to allow viewing and monitoring of surrounding freeway conditions.
- Stripe 10 miles of new Class II bike lanes.
- Achieve an annual 5% reduction in City-wide injury collisions through continued high collision location monitoring and mitigation program.
- Explore the feasibility of the City assuming operational responsibility for Caltrans owned traffic signals at freeway interchanges.
- Obtain funding and retrofit all existing traffic signals with pedestrian countdown timers.
- Obtain funding and retrofit all existing traffic signals with Emergency Vehicle Pre-Emption.
- Update the City's Bicycle Master Plan.
- Coordinate the traffic signals on Nason Street from Iris Avenue to SR-60.

MV00204804

Public Works Department

Proposed Additions:
FY 2013/14
FY 2014/15

Previously Defunded
Proposed Reductions

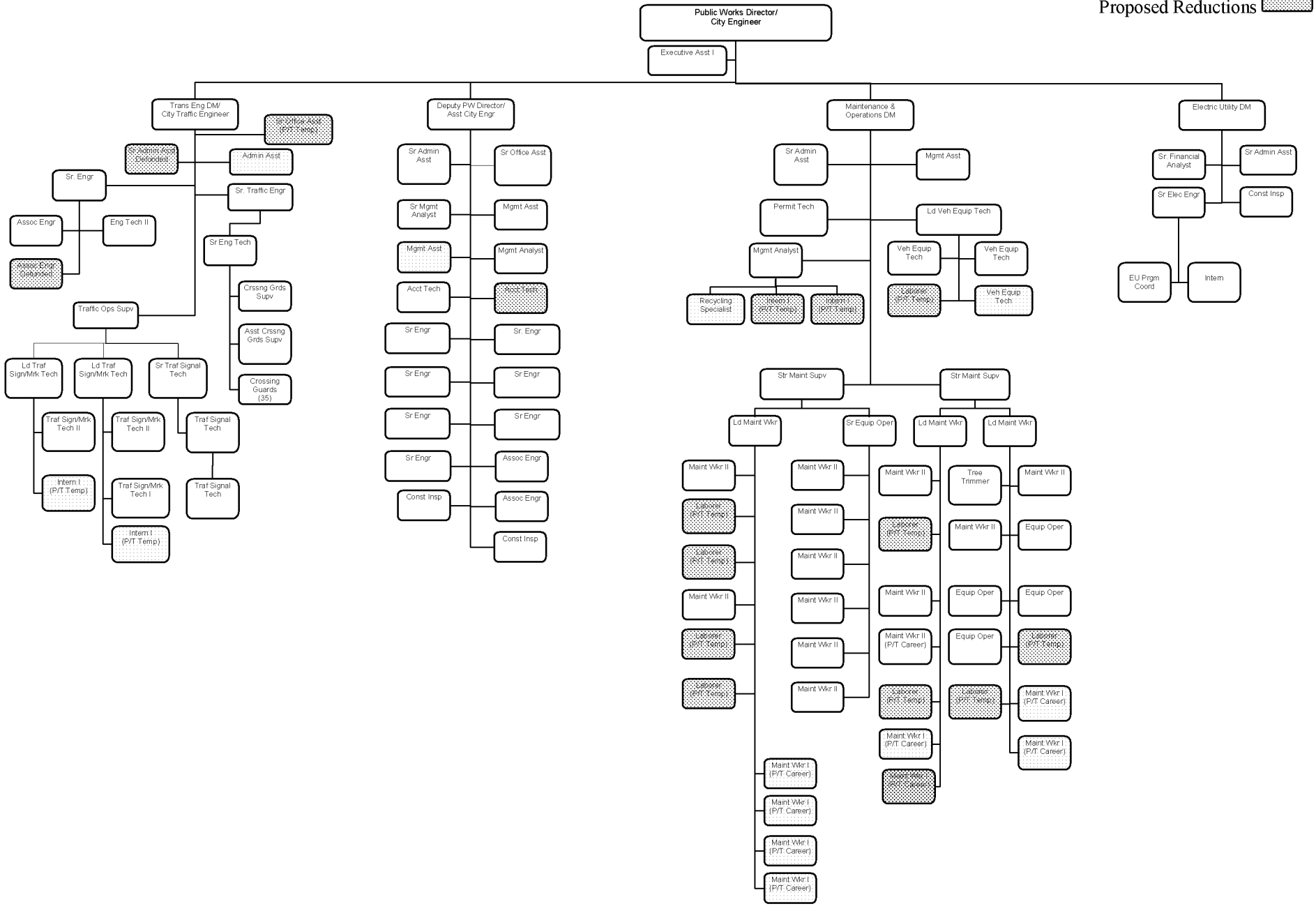

Note: The Organization Chart has been updated and will not identify any staffing reductions which occurred prior to FY 2011/12.

MV00204805

City of Moreno Valley
FY 2013/14 - 2014/15 Position Summary Report by Department

Department / Position Title		FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
Public Works									
Accounting Technician	FT	-	2	-	2	(1)	1	-	1
Administrative Asst	FT	-	-	-	-	1	1	-	1
Assoc Environmental Engineer	FT	(1)	-	-	-	-	-	-	-
Associate Engineer	FT	(3)	3	-	3	-	3	-	3
Asst Crossing Guard Spvr	P/T	-	1	-	1	-	1	-	1
Construction Inspector	FT	(1)	3	-	3	-	3	-	3
Crossing Guard	P/T	-	35	-	35	-	35	-	35
Crossing Guard Supervisor	FT	-	1	-	1	-	1	-	1
Dep PW Dir /Asst City Engineer	FT	-	1	-	1	-	1	-	1
Electric Utility Division Mgr	FT	-	1	-	1	-	1	-	1
Electric Utility Program Coord	FT	-	1	-	1	-	1	-	1
Engineering Division Manager	FT	(1)	-	-	-	-	-	-	-
Engineering Technician I I	FT	-	1	-	1	-	1	-	1
Environmental Analyst	FT	(1)	-	-	-	-	-	-	-
Equipment Operator	FT	-	4	-	4	-	4	-	4
Executive Asst I	FT	-	1	-	1	-	1	-	1
Fleet Supervisor	FT	-	-	-	-	-	-	-	-
Lead Maintenance Worker	FT	-	3	-	3	-	3	-	3
Lead Traffic Sign/Marking Tech	FT	-	2	-	2	-	2	-	2
Lead Vehicle / Equip Tech	FT	-	1	-	1	-	1	-	1
Maint & Operations Div Mgr	FT	-	1	-	1	-	1	-	1
* Maintenance Worker I	P/T	-	-	-	-	7	7	1	8
Maintenance Worker II	FT	-	12	-	12	-	12	-	12
Maintenance Worker II	P/T	-	1	-	1	-	1	-	1
Management Analyst	FT	(1)	1	1	2	-	2	-	2
Management Asst	FT	-	2	-	2	1	3	-	3
Permit Technician	FT	(1)	1	-	1	-	1	-	1
PW Director / City Engineer	FT	-	1	-	1	-	1	-	1
PW Program Manager	FT	-	-	-	-	-	-	-	-
* Recycling Specialist	FT	-	-	-	-	1	1	-	1
Resource Analyst	FT	-	-	-	-	-	-	-	-
Sr Administrative Asst	FT	(1)	3	-	3	-	3	-	3
Sr Electrical Engineer	FT	-	1	-	1	-	1	-	1
Sr Engineer, P.E.	FT	(3)	8	-	8	-	8	-	8
Sr Engineering Technician	FT	-	1	-	1	-	1	-	1
Sr Equipment Operator	FT	-	1	-	1	-	1	-	1
Sr Financial Analyst	FT	-	1	-	1	-	1	-	1
Sr Management Analyst	FT	-	1	-	1	-	1	-	1
Sr Office Asst	FT	-	1	-	1	-	1	-	1
Sr Traffic Engineer	FT	-	1	-	1	-	1	-	1
Sr Traffic Signal Technician	FT	-	1	-	1	-	1	-	1
Storm Water Prog Mgr	FT	(1)	-	-	-	-	-	-	-
Street Maintenance Supervisor	FT	-	2	-	2	-	2	-	2
Traffic Operations Supervisor	FT	-	1	-	1	-	1	-	1
Traffic Sign / Marking Tech I	FT	-	1	-	1	-	1	-	1
Traffic Sign/Marking Tech I I	FT	-	2	-	2	-	2	-	2
Traffic Signal Technician	FT	-	2	-	2	-	2	-	2
Trans Div Mgr / City Traf Engr	FT	-	1	-	1	-	1	-	1
Tree Trimmer	FT	-	1	-	1	-	1	-	1
* Vehicle / Equipment Technician	FT	-	2	-	2	1	3	-	3
TOTAL - Public Works		**(14)**	**110**	**1**	**111**	**10**	**121**	**1**	**122**

* The Position Summary reflects the conversion of certain temporary positions into full time career positions.

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City of Moreno Valley
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70 Public Works								
1010 GENERAL FUND	45010 Public Works - Admin	$ 104,670	$ 178,112	$ 171,338	$ 172,355	$ 1,017	$ 172,937	$ 582
	45110 Transportation Eng - General	690,923	945,278	1,058,024	1,189,304	131,280	1,196,022	6,718
	45111 Traffic Signal Maintenance	681,656	801,268	764,831	569,403	(195,428)	572,016	2,613
	45112 Crossing Guards	566,065	48	-	-	-	-	-
	45120 Transportation Development Svcs	96,960	299	4,522	-	(4,522)	-	-
	45121 Transportation Inpection Svcs	37,353	-	-	-	-	-	-
	45122 Public Works - Sign/Striping	-	9,545	-	-	-	-	-
	45210 Capital Projects-General	56,171	-	34,024	-	(34,024)	-	-
	45211 Street Projects Engineering	8,968	8,997	8,900	8,900	-	8,900	-
	45310 Public Works - Solid Waste	144,833	140,686	153,001	152,133	(868)	152,951	818
	45311 Public Works - Street Maint	-	17	-	-	-	-	-
	45312 Public Works - Concrete Maint	-	100	-	-	-	-	-
	45314 Public Works - Graf Removal	4,500	4,538	4,500	4,500	-	4,500	-
	45315 Public Works - Tree Trimming	20,400	20,400	20,400	20,400	-	20,400	-
	45317 Storm Drain Channel Maintenance	-	-	-	20,000	20,000	20,000	-
2000 GAS TAX	45122 Public Works - Sign/Striping	3,078	876,271	960,771	1,000,140	39,369	1,030,160	30,020
	45130 Crossing Guards	788	565,341	556,460	641,319	84,859	644,096	2,777
	45220 Infrastructure Projects Eng	289,828	419,114	456,361	486,237	29,876	497,461	11,224
	45311 Public Works - Street Maint	1,654,873	1,831,069	1,861,775	1,982,581	120,806	2,011,971	29,390

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	45312 Public Works - Concrete Maint	2,835	360,278	403,247	407,129	3,882	409,347	2,218
	45314 Public Works - Graf Removal	310,666	322,895	377,834	381,594	3,760	383,743	2,149
	45315 Public Works - Tree Trimming	373,341	437,059	429,367	433,697	4,330	436,171	2,474
2001 MEASURE A	45122 Public Works - Sign/Striping	655,794	3,061	-	200,000	200,000	200,000	-
	45230 Measure A	284,912	323,103	448,794	451,795	3,001	453,510	1,715
	45311 Public Works - Street Maint	314,034	15,199	-	710,000	710,000	200,000	(510,000)
2005 AIR QUALITY MANAGEMENT	45140 Air Quality Management	15,049	15,000	18,246	18,246	-	18,246	-
	45141 Street Sweeping Program	-	(34)	-	-	-	-	-
	45340 Public Works-Street Sweeping	188,426	191,793	201,064	203,202	2,138	204,494	1,292
2006 SPEC DIST ADMIN	45410 Special Districts - General	1,038,845	865,476	-	-	-	-	-
	45411 St Maint for Special Districts	-	-	-	-	-	-	-
2007 STORM WATER MAINTENANCE	45340 Public Works-Street Sweeping	176,219	254,111	253,173	254,037	864	254,531	494
	45341 Public Works-Catch Basin Maint	126,385	173,628	194,912	196,711	1,799	197,739	1,028
2008 STORM WATER MANAGEMENT	45340 Public Works-Street Sweeping	-	-	-	-	-	-	-
	45351 Public Works - Storm Drains	-	-	-	-	-	-	-
2010 CFD #4M	45470 CFD #4M	27,886	19,930	-	-	-	-	-
2200 BEVERAGE CONTAINER RECYCLING	77311 Beverage Container Recycling	15,053	46,650	24,821	55,300	30,479	55,300	-
2206 USED OIL BLOCK GRANTS	77401 UBG15 Used Oil Recyclg Fd09/10	723	24,353	25,148	-	(25,148)	-	-
	77408 UBG13 Used Oil Recyclg FD07/08	-	-	4,473	-	(4,473)	-	-

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	77409 UBG14 Used Oil Recyclg FD08/09	27,794	-	-	-	-	-	-
2207 OIL PAYMENT GRANT	77410 OPP 1A - FY 2009/10	-	-	7,674	-	(7,674)	-	-
	77411 OPP 1 - FY 2010/11	-	56,861	52,635	-	(52,635)	-	-
	77412 OPP 2 - FY 2011/12 & FY 2012/13	-	3,222	-	-	-	-	-
	77413 OPP2 Grant	-	-	-	56,630	56,630	56,630	-
2209 TIRE RUBBERIZED GRANTS	77351 TRI16-06-1 Targeted Rubberized	-	93,526	-	-	-	-	-
	77352 Rubberized Pavement Grant	-	-	-	-	-	-	-
2509 FHWA TRANSIMS	45150 FHWA TRANSIMS Deployment	53,048	-	-	-	-	-	-
4011 ASSMT DIST 98-1 DEBT SERVICE	45475 Assessment District 98-1	3,508	0	-	-	-	-	-
4015 CTRPT 87-4	45476 Centerpointe 87-4	-	-	-	-	-	-	-
4019 CFD#5 STONERIDGE	45477 CFD #5 Stoneridge	388,480	369,738	-	-	-	-	-
4020 CFD#4I INFRASTRUCTURE	45478 CFD #4I Infrastructure	-	-	-	-	-	-	-
5012 ZONE B STREET LIGHTS	45415 Residential Street Lighting	1,605,917	1,502,323	-	-	-	-	-
5013 ZONE E EXTENDED LANDSCAPE	45425 Standard Landscape	-	(112)	-	-	-	-	-
	45430 Extensive Landscape	891,767	866,344	-	-	-	-	-
	45431 Ext Landscape - Towngate	233,789	157,268	-	-	-	-	-
	45432 Ext Landscape - Hidden Springs	358,636	240,393	-	-	-	-	-
	45433 Ext Landscape - Warmington	235,253	255,087	-	-	-	-	-
	45434 Ext Landscape - Landmark	281,176	183,286	-	-	-	-	-
	45435 Ext Landscape - MV Development	51,809	53,094	-	-	-	-	-

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Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
	45436 Ext Landscape - Centerpointe	70,911	73,487	-	-	-	-	-
	45437 Zone E1-A Renaissance Park	31,864	22,556	-	-	-	-	-
	45438 Zone E4-A Daybreak Div.	5,401	7,083	-	-	-	-	-
	45439 Zone E3A	19,580	14,197	-	-	-	-	-
	45440 E8 - Promontory Park	30,335	22,933	-	-	-	-	-
	45441 E15 - Celebrations	18,796	19,887	-	-	-	-	-
	45442 E14 - Mahogany	57,609	63,046	-	-	-	-	-
	45443 E12 - Stoneridge	45,916	43,126	-	-	-	-	-
5110 ZONE C ARTERIAL ST LIGHTS	45420 Arterial Street Lighting	751,807	788,405	-	-	-	-	-
5111 ZONE D STANDARD LANDSCAPE	45425 Standard Landscape	1,018,023	982,097	-	-	-	-	-
5112 ZONE M MEDIANS	45460 Median Fund	220,321	211,567	-	-	-	-	-
5114 ZONE S	45465 Zone S	61,107	66,323	-	-	-	-	-
6010 ELECTRIC	45510 Electric Utility - General	12,344,359	14,806,805	15,268,462	15,591,767	323,305	15,862,669	270,902
	45511 Public Purpose Program	482,152	329,070	690,000	721,300	31,300	846,300	125,000
6011 ELECTRIC - PUBLIC PURPOSE PRGMS	45511 Public Purpose Program	-	-	-	-	-	-	-
6020 2007 TAXABLE LEASE REVENUE BONDS	45520 2007 Taxable Lease Rev Bonds	1,433,876	1,410,668	1,834,883	1,835,144	261	1,830,995	(4,149)
6030 2005 LEASE REVENUE BONDS	45530 2005 Lease Revenue Bonds	217,740	212,658	318,338	322,763	4,425	322,263	(500)
7410 EQUIPMENT MAINTENANCE	45360 Equipment Maintenance	652,610	829,267	774,229	788,963	14,734	778,525	(10,438)
70 Public Works Total		**$ 29,484,819**	**$ 32,537,789**	**$ 27,382,207**	**$ 28,875,550**	**$ 1,493,343**	**$ 28,841,877**	**$ (33,673)**

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99 Non-Department								
1010 GENERAL FUND	91010 Non-Dept General Fund	$ 4,599,122	$ 8,454,676	$ 3,946,400	$ 3,096,503	$ (849,897)	$ 3,547,103	$ 450,600
2000 GAS TAX	92000 Non-Dept Gas Tax	-	-	-	-	-	-	-
2001 MEASURE A	92001 Non-Dept Measure A	-	-	-	-	-	-	-
2006 SPEC DIST ADMIN	92006 Non-Dept Spec Dist Admin	90,291	-	-	-	-	-	-
2008 STORM WATER MANAGEMENT	92008 Non-Dept Storm Water Management	-	-	-	-	-	-	-
2011 PUB/EDUC/GOVT ACCESS PROG FD	92011 Non-Dept Pub Ed/Govt Access	-	-	-	-	-	-	-
2016 DISASTER	92016 Non-Dept Disaster	-	-	390,300	-	(390,300)	-	-
2200 BEVERAGE CONTAINER RECYCLING	92200 Non-Dept Beverage Container Recycling	-	-	-	-	-	-	-
2201 CHILD CARE GRANT	92201 Non-Dept Child Care Grant	-	-	-	-	-	-	-
2202 ASES PROGRAM GRANT	92202 Non-Dept Stars Program Grant	-	-	-	-	-	-	-
2205 PAL GRANTS	92205 Non-Dept PAL Grants	-	-	-	-	-	-	-
2206 USED OIL BLOCK GRANTS	92206 Non-Dept Used Oil Block Grants	-	-	-	-	-	-	-
2400 PAL GRANTS	92400 Non-Dept PAL Grants	-	-	-	-	-	-	-
2504 EPA GRANT-BOX SPRINGS WATER	92504 Non-Dept EPA Grant-Box Springs Water	-	-	-	-	-	-	-
2512 COMM DEV BLOCK GRANT (CDBG)	92512 Non-Dept Comm Dev Block Grant (CDBG)	-	-	-	-	-	-	-
2513 CDBG RECOVERY ACT OF 2009	92513 Non-Dept CDBG Recovery Act Of 2009	107,841	-	-	-	-	-	-
2705 OTS GRANTS PUBLIC SAFETY	92705 Non-Dept OTS Grants Public Safety	-	-	-	-	-	-	-
2800 SCAG ARTICLE 3 FUND	92800 Non-Dept SCAG Article 3 Fund	-	-	-	-	-	-	-
2901 DIF - ARTERIAL STREETS	92901 Non-Dept DIF - Arterial Streets	1,413,675	5,474,700	1,679,700	1,118,200	(561,500)	1,120,200	2,000

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2902 DIF - TRAFFIC SIGNALS	92902 Non-Dept DIF - Traffic Signals	-	1,530,000	780,000	720,000	(60,000)	720,000	-
2903 DIF - FIRE	92903 Non-Dept DIF - Fire	254,008	254,000	254,000	256,400	2,400	257,200	800
2904 DIF - POLICE	92904 Non-Dept DIF - Police	676,810	676,800	676,800	678,600	1,800	677,600	(1,000)
2905 DIF-PARKLAND FACILITIES	92905 Non-Dept DIF - Parkland Facilities	-	325,833	70,000	70,000	-	70,000	-
2906 DIF-QUIMBY IN-LIEU PARK FEES	92906 Non-Dept DIF - Quimby In-Lieu Park Fees	-	51,775	621,300	621,300	-	621,300	-
2907 DIF-REC CENTER	92907 Non-Dept DIF - Rec Center	-	-	-	-	-	-	-
2908 DIF-LIBRARY	92908 Non-Dept DIF - Library	-	4,000,000	-	-	-	-	-
2909 DIF-CITY HALL	92909 Non-Dept DIF - City Hall	-	-	400,000	-	(400,000)	-	-
2910 DIF-CORPORATE YARD	92910 Non-Dept DIF - Corporate Yard	-	2,500,000	-	-	-	-	-
2911 DIF-INTERCHANGE IMPROVEMENT	92911 Non-Dept DIF - Interchange Improvement	1,740,000	-	-	-	-	-	-
2912 DIF-MAINTENANCE EQUIPMENT	92912 Non-Dept DIF - Maintenance Equipment	-	-	-	-	-	-	-
2913 DIF-ANIMAL SHELTER	92913 Non-Dept DIF - Animal Shelter	-	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION	93000 Non-Dept Facility Construction	-	2,400,000	-	-	-	-	-
3001 CAPITAL IMPROVEMENTS	93001 Non-Dept Capital Improvements	-	-	-	-	-	-	-
3003 TUMF CAPITAL PROJECTS	93003 Non-Dept Tumf Capital Projects	-	-	-	-	-	-	-
3005 FIRE SERVICES CAPITAL	93005 Non-Dept Fire Services Capital	-	-	-	-	-	-	-
3006 PARKS & RECREATION CAPITAL PROJ	93006 Non-Dept Parks & Recreation Capital Proj	-	34,000	407,995	407,995	-	407,995	-
3007 PARK ACQUISITION & DEVELOPMENT	93007 Non-Dept Park Acquisition & Development	230	-	-	-	-	-	-
3301 DIF ARTERIAL STREETS CAPITAL PRO	93301 Non-Dept DIF Arterial Streets Capital Pro	-	60,659	727,903	727,903	-	727,903	-

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3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	93302 Non-Dept DIF Traffic Signal Capital Proj	-	-	-	-	-	-	-
3401 2005 LEASE REV BONDS-CAP ADMIN	93401 Non-Dept 2005 Lease Rev Bonds-Cap Admin	771	164	-	-	-	-	-
3405 TOWNGATE IMPR SPCL TAX CAP ADMIN	93405 Non-Dept Towngate Impr Spcl Tax Cap Admin	47,603	32,602	32,600	33,800	1,200	34,500	700
3406 2007 TWNGTE SPC TAX REF CAP ADM	93406 Non-Dept 2007 Twngte Spc Tax Ref Cap Adm	140,905	147,314	148,600	154,600	6,000	157,700	3,100
3407 AUTOMALL CAP-ADMIN	93407 Non-Dept Automall Cap-Admin	138,508	63,867	63,800	63,900	100	63,900	-
3451 WARNER RANCH ASDST	93451 Non-Dept Warner Ranch Asdst	7,269	-	800	-	(800)	-	-
3701 2005 LEASE REV BONDS-DEBT SVC	93701 Non-Dept 2005 Lease Rev Bonds-Debt Svc	2,641,743	2,646,120	2,650,800	2,642,900	(7,900)	2,650,400	7,500
3705 TOWNGATE IMPR SPCL TAX REF DEBTS	93705 Non-Dept Towngate Impr Spcl Tax Ref Debts	402,855	389,673	389,700	388,900	(800)	390,200	1,300
3706 TOWNGATE SPCL TAX REF DEBT SERV	93706 Non-Dept Towngate Spcl Tax Ref Debt Serv	1,155,349	1,162,894	1,162,900	1,165,600	2,700	1,170,900	5,300
3707 AUTOMALL REFIN-CFD#3 DEBT SERV	93707 Non-Dept Automall Refin-CFD#3 Debt Serv	1,424,150	1,062,588	393,500	86,300	(307,200)	85,100	(1,200)
3750 CH COP 97 DEBT SERVICE	93750 Non-Dept CH COP 97 Debt Service	6,021,090	-	-	-	-	-	-
3751 2011 PRIV PLACE REF 97 LRBS	93751 Non-Dept 2011 Priv Place Ref. 97 LRBS	3,272,000	386,032	403,750	340,400	(63,350)	338,000	(2,400)
3753 2011 PRIV PLMT REF 97 VAR COPS	93753 Non-Dept 2011 Priv Plmt Ref 97 Var Cops	4,343,500	787,318	792,320	787,000	(5,320)	787,500	500
3754 PUB SAFETY BOND DEBT SERVICE	93754 Non-Dept Pub Safety Bond Debt Service	4,345,967	-	-	-	-	-	-
3756 OPA SALES TAX #2	93756 Non-Dept OPA Sales Tax #2	449,473	1	-	-	-	-	-
4011 ASSMT DIST 98-1 DEBT SERVICE	94011 Non-Dept Assmt Dist 98-1 Debt Service	-	-	-	-	-	-	-
4015 CTRPT 87-4	94015 Non-Dept Ctrpt 87-4	-	-	-	-	-	-	-
4800 SUCCESSOR AGENCY ADMIN FUND	94800 Non-Dept Successor Agency Admin	-	900,124	5,696,351	2,313,752	(3,382,599)	2,405,000	91,248

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	98010 Non-Dept RDA Administration	-	-	-	-	-	-	-
4820 SUCCESSOR AGENCY CAP PROJ	94820 Non-Dept Succ Agency Cap Project	-	(991,224)	-	-	-	-	-
5010 LIBRARY SERVICES	95010 Non-Dept Library Services	-	-	-	-	-	-	-
5011 ZONE A PARKS	95011 Non-Dept Zone A Parks	510,996	250,300	410,300	410,300	-	410,300	-
5012 ZONE B STREET LIGHTS	95012 Non-Dept Zone B Street Lights	-	-	-	-	-	-	-
5013 ZONE E EXTENDED LANDSCAPE	95013 Non-Dept Zone E Extended Landscape	-	-	-	-	-	-	-
5110 ZONE C ARTERIAL ST LIGHTS	95110 Non-Dept Zone C Arterial St Lights	-	-	-	-	-	-	-
5111 ZONE D STANDARD LANDSCAPE	95111 Non-Dept Zone D Standard Landscape	-	-	-	-	-	-	-
5113 CFD#1	95113 Non-Dept CFD#1	-	-	-	-	-	-	-
6010 ELECTRIC	96010 Non-Dept Electric	-	-	-	-	-	-	-
6020 2007 TAXABLE LEASE REVENUE BONDS	96020 Non-Dept 2007 Taxable Lease Revenue Bonds	-	-	-	-	-	-	-
6030 2005 LEASE REVENUE BONDS	96030 Non-Dept 2005 Lease Revenue Bonds	-	-	-	-	-	-	-
7010 GENERAL LIABILITY INSURANCE	97010 Non-Dept General Liability Ins	-	43,950	43,950	43,950	-	43,950	-
7110 WORKERS' COMPENSATION	97110 Non-Dept Workers Compensation	263,000	4,500	4,500	4,500	-	4,500	-
7210 TECHNOLOGY SERVICES	97210 Non-Dept Technology Services	-	(1,258,576)	-	-	-	-	-
7310 FACILITIES MAINTENANCE	97310 Non-Dept Facilities	855,025	1,138,511	740,163	816,063	75,900	816,563	500
7410 EQUIPMENT MAINTENANCE	97410 Non-Dept Equipment Maintenance	-	-	-	-	-	-	-
7510 EQUIPT REPLACEMENT RESERVE	88110 Non-Dept Vehicles	-	-	-	-	-	-	-
	88190 Non-Dept Other	352,255	296,905	623,579	1,498,600	875,021	286,181	(1,212,419)

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2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
7911 GRAPHICS SUPPORT	97911 Non-Dept Graphics Support	-	-	-	-	-	-	-
8010 RDA ADMINISTRATION	98010 Non-Dept RDA Administration	-	-	-	-	-	-	-
8110 RDA CAPITAL PROJECTS	98110 Non-Dept RDA Capital Projects	-	-	-	-	-	-	-
8111 RDA 2007 TABS, SERIES A CAP PROJ	98111 Non-Dept RDA 2007 Tabs, Series A Cap Proj	-	-	-	-	-	-	-
8210 RDA HOUSING FUND	98210 Non-Dept RDA Housing Fund	-	-	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	98311 Non-Dept RDA Tax Increment Fund	2,285,357	1,328,768	-	-	-	-	-
8312 RDA 2007 TABS, SERIES A DEBT SV	98312 Non-Dept RDA 2007 Tabs, Series A Debt Sv	-	-	-	-	-	-	-
9110 GEN FIXED ASSET ACCT GROUP	99110 Non-Dept Gen Fixed Asset Acct Group	-	-	-	-	-	-	-
99 Non-Department Total		**$ 37,539,791**	**$ 34,154,272**	**$ 23,512,011**	**$ 18,447,466**	**$ (5,064,545)**	**$ 17,793,995**	**$ (653,471)**

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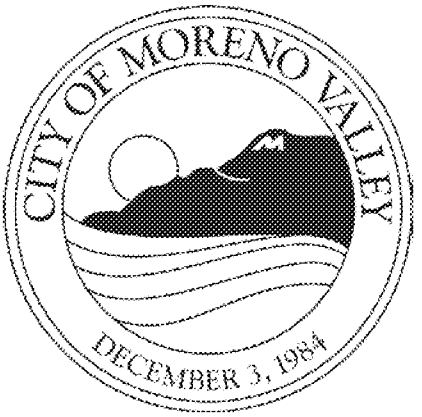

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City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
INTER-FUND EXPENSES

GL Account	FY 2013/14 Proposed	FY 2014/15 Proposed
1010-99-99-91010-902000 - Transfers out - to GAS TAX FUND	160,000	160,000
1010-99-99-91010-902008 - Transfers to STORM WATER MANAGEMENT	266,995	266,995
1010-99-99-91010-903751 - Transfers to 2011 PRIV PLACE REF. 97 LRBS	190,400	188,000
1010-99-99-91010-905010 - Transfers to LIBRARY SERVICES FUND	359,708	359,708
1010-99-99-91010-905011 - Transfers to ZONE "A" PARKS FUND	307,500	307,500
1010-99-99-91010-905012 - Transfers to ZONE "B" ST LGHT FUND	608,000	620,000
1010-99-99-91010-905110 - Transfers to ZONE "C" ART LGHT FUND	288,000	397,000
1010-99-99-91010-905112 - Transfers to ZONE "M" MEDIAN FUND	103,400	103,400
2901-99-95-92901-903701 - Transfers to 2005 LEASE REV BONDS-DEBT SVC	1,118,200	1,120,200
2902-99-95-92902-903302 - Transfers to DIF TRAFFIC SIGNAL CAPITAL PRO	720,000	720,000
2903-99-95-92903-903701 - Transfers to 2005 LEASE REV BONDS-DEBT SVC	256,400	257,200
2904-99-95-92904-903701 - Transfers to 2005 LEASE REV BONDS-DEBT SVC	678,600	677,600
2905-99-95-92905-903006 - Transfers to PARKS & RECREATION CAP PROJ FD	70,000	70,000
2906-99-95-92906-903006 - Transfers to PARKS & RECREATION CAP PROJ FD	621,300	621,300
3006-99-99-93006-902905 - Transfers to DIF - PARKLAND FACILITIES	406,860	406,860
3006-99-99-93006-902906 - Transfers to DIF - QUIMBY IN-LIEU PARK FEES	1,135	1,135
3301-99-99-93301-902901 - Transfers to DIF - ARTERIAL STREETS	727,903	727,903
3705-99-90-93705-903405 - Transfers to TWNGT IMPV SPCL TAX CAP ADMIN	33,800	34,500
3706-99-90-93706-903406 - Transfers to 2007 TWNGT SPCLTAX REF CAP ADM	154,600	157,700
3707-99-90-93707-903407 - Transfers to AUTOMALL CAP-ADMIN FUND	63,900	63,900
4800-99-99-94800-903701 - Transfers to 2005 LEASE REV BONDS-DEBT SVC	594,773	675,000
4800-99-99-94800-903705 - Transfers to TWNGT IMPV SPCL TAX REF DEBT S	277,181	280,000
4800-99-99-94800-903706 - Transfers to TWNGT SPCL TAX REFNDG DEBT SV	1,182,347	1,190,000
4800-99-99-94800-903707 - Transfers to AUTOML REFIN-CFD #3 DBT SVC FD	109,451	110,000
4800-99-99-94800-903751 - Transfers to 2011 PRIV PLACE REF. 97 LRBS	150,000	150,000
5011-99-99-95011-905010 - Transfers to LIBRARY SERVICES FUND	160,000	160,000
7010-99-99-97010-901010 - Transfers out - to GENERAL FUND	43,950	43,950
7110-99-99-97110-901010 - Transfers out - to GENERAL FUND	4,500	4,500
7310-99-99-97310-901010 - Transfers out - to GENERAL FUND	29,063	29,063
7310-99-99-97310-903753 - Transfers to 2011 PRIV PLMT REF 97 VAR COPS	787,000	787,500
7510-99-97-88190-901010 - Transfers out - to GENERAL FUND	837,025	40,277
7510-99-97-88190-902001 - Transfers to MEASURE "A" FUND	424,939	125,904
7510-99-97-88190-902011 - Transfers to PUB/EDUC/GOVT ACCESS PROG FD	-	-
7510-99-97-88190-905011 - Transfers to ZONE "A" PARKS FUND	116,636	-
	$ 11,853,566	**$ 10,857,095**

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
INTRA-FUND EXPENSES

GL Account	FY 2013/14 Proposed	FY 2014/15 Proposed
4800-99-99-94800-914851 - Transfers to - between cat Succ Agcy 2007 Debt Svc	2,258,884	2,250,259
4800-99-99-94800-914820 - Transfers to - between cat Successor Agency	-	-
6010-99-99-96010-926020 - Transfers to - within cat 2007 TAXABLE LEASE REV BONDS	1,831,644	1,827,495
6010-99-99-96010-926030 - Transfers to - within cat 2005 LEASE REVENUE BONDS	322,763	322,263
	$ 4,413,291	**$ 4,400,017**

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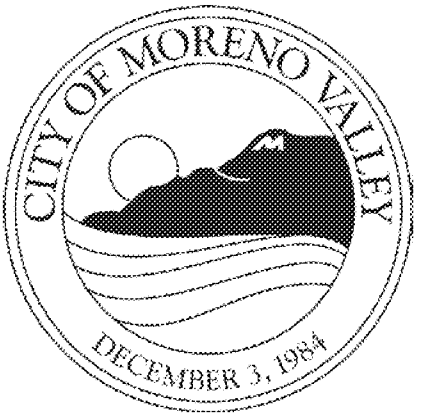

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City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
INTER-FUND REVENUES

GL Account	FY 2013/14 Proposed	FY 2014/15 Proposed
2000-99-99-92000-801010 - Transfers in - from GENERAL FUND	160,000	160,000
2008-99-99-92008-801010 - Transfers in - from GENERAL FUND	266,995	266,995
3751-99-90-93751-801010 - Transfers in - from GENERAL FUND	190,400	188,000
5010-99-99-95010-801010 - Transfers in - from GENERAL FUND	359,708	359,708
5011-99-99-95011-801010 - Transfers in - from GENERAL FUND	307,500	307,500
5012-99-99-95012-801010 - Transfers in - from GENERAL FUND	608,000	620,000
5110-99-99-95110-801010 - Transfers in - from GENERAL FUND	288,000	397,000
5112-99-99-95112-801010 - Transfers in - from GENERAL FUND	103,400	103,400
3701-99-90-93701-802901 - Transfers in - from DIF - ARTERIAL STREETS	1,118,200	1,120,200
3302-99-99-93302-802902 - Transfers in - from DIF - TRAFFIC SIGNALS	720,000	720,000
3701-99-90-93701-802903 - Transfers in - from DIF - FIRE	256,400	257,200
3701-99-90-93701-802904 - Transfers in - from DIF - POLICE	678,600	677,600
3006-99-99-93006-802905 - Transfers in - from DIF - PARKLAND FACILITIES	70,000	70,000
3006-99-99-93006-802906 - Transfers in - from DIF - QUIMBY IN-LIEU PARK FEES	621,300	621,300
2905-99-95-92905-803006 - Transfers in - from PARKS & RECREATION CAP PROJ FD	406,860	406,860
2906-99-95-92906-803006 - Transfers in - from PARKS & RECREATION CAP PROJ FD	1,135	1,135
2901-99-95-92901-803301 - Transfers in - from DIF ARTERIAL STREETS CAPITAL P	727,903	727,903
3405-99-91-93405-803705 - Transfers in - from TWNGT IMPV SPCL TAX REF DEBT S	33,800	34,500
3406-99-91-93406-803706 - Transfers in - from TWNGT SPCL TAX REFNDG DEBT SV	154,600	157,700
3407-99-91-93407-803707 - Transfers in - from AUTOML REFIN-CFD #3 DBT SVC FD	63,900	63,900
3701-99-90-93701-804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	594,773	675,000
3705-99-90-93705-804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	277,181	280,000
3706-99-90-93706-804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	1,182,347	1,190,000
3707-99-90-93707-804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	109,451	110,000
3751-99-90-93751-804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	150,000	150,000
5010-99-99-95010-805011 - Transfers in - from ZONE "A" PARKS FUND	160,000	160,000
1010-99-99-91010-807010 - Transfers in - from GENERAL LIABILITY INS FUND	43,950	43,950
1010-99-99-91010-807110 - Transfers in - from WORKERS COMPENSATION FUND	4,500	4,500
1010-99-99-91010-807310 - Transfers in - from FACILITIES FUND (ADMIN/OPER)	29,063	29,063
3753-99-90-93753-807310 - Transfers in - from FACILITIES FUND (ADMIN/OPER)	787,000	787,500
1010-99-99-91010-807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	837,025	40,277
2001-99-99-92001-807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	424,939	125,904
2011-99-99-92011-807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	-	-
5011-99-99-95011-807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	116,636	-
	$ 11,853,566	**$ 10,857,095**

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
INTRA-FUND REVENUES

GL Account	FY 2013/14 Proposed	FY 2014/15 Proposed
4851-99-99-94851-814800 - Transfers in - bet categ Successor Agency	2,258,884	2,250,259
4820-99-99-94820-814800 - Transfers in - bet categ Successor Agency	-	-
6020-99-99-96020-826010 - Transfers from - within cat ELECTRIC FUND	1,831,644	1,827,495
6030-99-99-96030-826010 - Transfers from - within cat ELECTRIC FUND	322,763	322,263
	$ 4,413,291	**$ 4,400,017**

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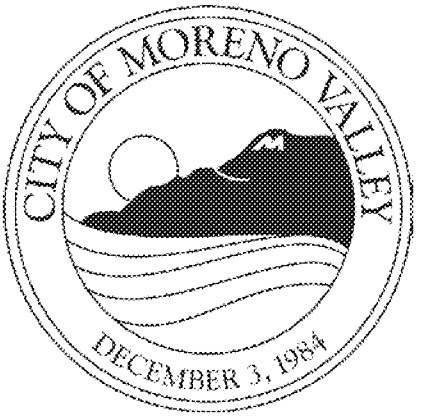

MV00204820

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
Fixed Assets

Fund	Section	Account	Asset Description	2012/13 Amended Budget	2013/14 Proposed Budget	2014/15 Proposed Budget
1010 GENERAL FUND						
18210	Animal Services	660312 - Mach-Equip, New - Vehicles	Animal Control Vehicles	$ -	$ 53,000	$ 53,000
30110	Fire Operations	660322 - Mach-Equip, Repl - Vehicles	Replace Squad 58	-	90,000	-
30110	Fire Operations	660399 - Mach-Equip, Repl - Other	Replace thermal imaging cameras	10,500	17,399	8,699
30310	Office of Emergency Mgmt & Vol	660399 - Mach-Equip, Repl - Other		-	-	-
40010	Police Admin	660215 - Buildings - Improvements		184,283	-	-
40110	Patrol	660320 - Mach-Equip, Repl - Furn & Equip		-	-	-
40110	Patrol	660410 - Computer, New - Hardware		-	7,500	-
40210	Traffic Enforcement	660322 - Mach-Equip, Repl - Vehicles		110,079	-	10,000
40210	Traffic Enforcement	660420 - Computer, Repl - Hardware		-	-	-
40310	Detective Unit	660410 - Computer, New - Hardware		-	-	-
40312	People Oriented Policing	660399 - Mach-Equip, Repl - Other		-	-	-
				304,862	**167,899**	**71,699**
2000 GAS TAX						
45311	Public Works - Street Maint	660322 - Mach-Equip, Repl - Vehicles		**25,000**	**-**	**-**
2001 MEASURE A						
45311	Public Works - Street Maint	660322 - Mach-Equip, Repl - Vehicles	Replace Asphalt Patch Truck, Street Sweeper, Emergency Response/Standby Vehicle, and Water Truck Tank	**-**	**710,000**	**200,000**
2511 FY10 EOC GRANT						
74011	EOC Grant	660398 - Mach-Equip, New - Other		200,000	-	-
74011	EOC Grant	660412 - Computer, New - Software		100,000	-	-
				300,000	**-**	**-**
2715 JAG GRANTS						
76509	JAG 2008-09 SB-59-2366	660398 - Mach-Equip, New - Other		90,500	-	-
76510	JAG 2009-10 DD-BX-0445	660324 - Mach-Equip, Repl - Comm, Radios		-	-	-
				90,500	**-**	**-**
5011 ZONE A PARKS						
35210	Park Maintenance - General	660312 - Mach-Equip, New - Vehicles	Mower	-	35,000	-
35210	Park Maintenance - General	660322 - Mach-Equip, Repl - Vehicles	Replace 3 trucks	-	130,000	-

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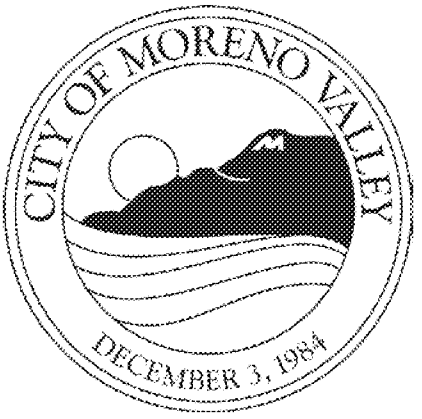

MV00204822

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
Fixed Assets

Fund	Section	Account	Asset Description	2012/13 Amended Budget	2013/14 Proposed Budget	2014/15 Proposed Budget
	35310 Senior Program	660215 - Buildings - Improvements	Banquet Hall removable wall/Patio area shading	-	22,000	-
	35312 Community Events	660320 - Mach-Equip, Repl - Furn & Equip		13,000	-	-
	35312 Community Events	660398 - Mach-Equip, New - Other		30,000	-	-
	35314 Conf & Rec Cntr - Banquet	660215 - Buildings - Improvements		-	5,000	10,000
				43,000	**192,000**	**10,000**
6010 ELECTRIC						
	45510 Electric Utility - General	660610 - Improvements Other than Bldg		**132,900**	**152,900**	**132,900**
7210 TECHNOLOGY SERVICES *						
	25410 Enterprise Applications	660412 - Computer, New - Software		39,850	34,850	64,850
	25411 Network Operations	660410 - Computer, New - Hardware		119,700	-	7,693
	25411 Network Operations	660412 - Computer, New - Software		70,000	-	6,000
	25411 Network Operations	660420 - Computer, Repl - Hardware		50,000	245,000	25,000
	25412 Telecommunications	660314 - Mach-Equip, New - Comm, Radios		65,000	35,649	-
	25412 Telecommunications	660324 - Mach-Equip, Repl - Comm, Radios		-	65,000	-
	25412 Telecommunications	660398 - Mach-Equip, New - Other		17,500	7,500	7,500
	25412 Telecommunications	660410 - Computer, New - Hardware		32,250	19,399	15,048
	25412 Telecommunications	660412 - Computer, New - Software		20,000	10,000	10,000
	25412 Telecommunications	660420 - Computer, Repl - Hardware		70,000	120,000	120,000
	25413 Geographic Information Systems	660420 - Computer, Repl - Hardware		8,000	-	-
				492,300	**537,398**	**256,091**
7310 FACILITIES MAINTENANCE						
	18411 City Hall	660215 - Buildings - Improvements	Computer room HVAC	175,000	175,000	-
	18415 Library - Facilities Maint	660215 - Buildings - Improvements		-	50,000	-
				175,000	**225,000**	**-**
				$ 1,563,562	**$ 1,985,197**	**$ 670,690**

* Asset expenditures in Fund 7210 relate to the maintenance, replacement, and expansion of technology equipment and systems.

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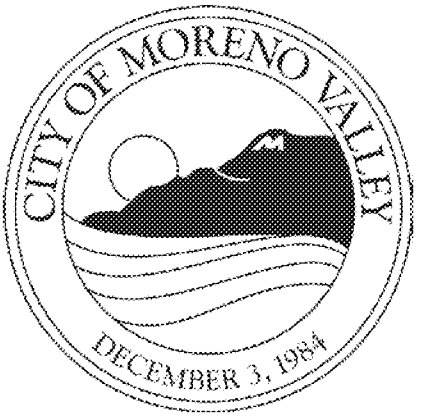

MV00204824

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
General Fund

	General Fund	Grand Total
Revenues:		
Taxes:		
Property Tax	$ 9,647,100	$ 9,647,100
Property Tax in-lieu	13,640,000	13,640,000
Utility Users Tax	16,114,000	16,114,000
Sales Tax	15,570,000	15,570,000
Other Taxes	7,965,000	7,965,000
State Gasoline Tax	-	-
Licenses & Permits	1,514,000	1,514,000
Intergovernmental	265,000	265,000
Charges for Services	8,869,395	8,869,395
Use of Money & Property	2,688,000	2,688,000
Fines & Forfeitures	601,500	601,500
Miscellaneous	51,400	51,400
Total Revenues	76,925,395	76,925,395
Expenditures:		
Personnel Services	13,572,861	13,572,861
Contractual Services	60,090,859	60,090,859
Material & Supplies	1,161,371	1,161,371
Debt Service	-	-
Fixed Charges	539,442	539,442
Fixed Assets	125,000	125,000
Total Expenditures	75,489,533	75,489,533
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,435,862	152,414,928
Transfers:		
Transfers In	914,538	914,538
Transfers Out	2,284,003	2,284,003
Net Transfers	(1,369,465)	(1,369,465)
Total Revenues & Transfers In	77,839,933	77,839,933
Total Expenditures & Transfers Out	77,773,536	77,773,536
Net Change or **Proposed Use of Fund Balance**	**$ 66,397**	**$ 66,397**

MV00204825

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
General Fund

	General Fund	Grand Total
Revenues:		
Taxes:		
Property Tax	$ 9,803,900	$ 9,803,900
Property Tax in-lieu	13,890,000	13,890,000
Utility Users Tax	16,428,000	16,428,000
Sales Tax	16,420,000	16,420,000
Other Taxes	8,185,000	8,185,000
State Gasoline Tax	-	-
Licenses & Permits	1,519,200	1,519,200
Intergovernmental	235,000	235,000
Charges for Services	8,977,274	8,977,274
Use of Money & Property	2,589,600	2,589,600
Fines & Forfeitures	606,500	606,500
Miscellaneous	51,400	51,400
Total Revenues	78,705,874	78,705,874
Expenditures:		
Personnel Services	13,594,392	13,594,392
Contractual Services	63,442,602	63,442,602
Material & Supplies	1,050,440	1,050,440
Debt Service	-	-
Fixed Charges	(800,047)	(800,047)
Fixed Assets	125,000	125,000
Total Expenditures	77,412,387	77,412,387
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,293,487	156,118,261
Transfers:		
Transfers In	117,790	117,790
Transfers Out	2,402,603	2,402,603
Net Transfers	(2,284,813)	(2,284,813)
Total Revenues & Transfers In	78,823,664	78,823,664
Total Expenditures & Transfers Out	79,814,990	79,814,990
Net Change or **Proposed Use of Fund Balance**	**$ (991,326)**	**$ (991,326)**

MV00204826

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
GENERAL FUND PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
1010 GENERAL FUND							
10010 Council - Admin	$ 513,870	$ 553,223	$ 605,770	$ 616,632	$ 10,862	$ 618,382	$ 1,750
12010 City Clerk - Admin	507,399	513,258	541,564	448,351	(93,213)	572,181	123,830
12011 Records Management System	-	-	-	-	-	-	-
14010 City Attorney - Admin	1,034,442	819,386	961,369	483,533	(477,836)	489,195	5,662
16010 City Manager - Admin	726,440	898,364	1,023,404	991,328	(32,076)	995,627	4,299
16011 CM - Dev Svcs Support	144,756	215,589	190,944	129,081	(61,863)	130,300	1,219
16110 Communications	175,516	64,762	71,531	63,638	(7,893)	63,700	62
16210 Graphics Support	181,717	166,397	198,029	134,910	(63,119)	135,589	679
18010 Human Resources - Admin	923,963	773,363	859,424	813,117	(46,307)	816,295	3,178
18210 Animal Services	-	-	2,248,741	2,333,348	84,607	2,341,168	7,820
18211 Animal Services Donations	-	-	26,120	18,840	(7,280)	18,840	-
18310 Purchasing	-	-	489,015	492,384	3,369	494,796	2,412
20010 CEDD - Admin	391,450	400,916	348,270	323,154	(25,116)	323,154	-
20011 CEDD - Dev Svcs Support	270,240	227,713	223,314	204,198	(19,116)	204,198	-
20050 Successor Agy - General Fund	-	45,111	270,514	-	(270,514)	-	-
20110 Code Compliance	1,483,073	1,471,201	1,415,133	1,569,658	154,525	1,569,658	-
20111 Code - CDBG	-	-	-	-	-	-	-
20112 Code - JAG	18,400	-	-	-	-	-	-
20113 Graffiti Restitution	24,574	-	25,919	-	(25,919)	-	-
20115 Rancho Belago Sign Prgm	56,764	-	-	-	-	-	-
20210 Planning Commission	64,587	68,192	75,971	75,521	(450)	75,800	279
20211 Planning - Dev Svcs Support	735,176	878,134	737,714	926,274	188,560	926,274	-
20212 Advanced Planning	388,185	393,203	416,321	485,638	69,317	489,697	4,059
20310 Building	1,106,302	1,370,809	1,528,820	1,519,678	(9,142)	1,526,552	6,874
20311 Document Imaging	3,313	-	-	-	-	-	-
20410 Land Development	1,090,980	1,122,590	1,158,872	1,123,772	(35,100)	1,123,772	-
20411 Inpection Services	470,575	496,504	505,165	503,704	(1,461)	506,656	2,952
20412 HLFV Project	-	-	-	-	-	-	-
20413 Verizon FTTP	3,231	7,954	40,455	-	(40,455)	-	-
20414 Sunesys, LLC	234	-	2,436	-	(2,436)	-	-
20415 HLFV Interchanges	2,033	326	25,897	-	(25,897)	-	-
20416 EMWD Sunnymead Pipe	-	-	-	-	-	-	-
25010 FMS Admin	392,464	277,835	506,249	518,337	12,088	519,702	1,365

MV00204827

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
GENERAL FUND PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
25011 FMS Projects	-	-	25,000	105,500	80,500	105,500	-
25110 Financial Ops/Budgeting	1,166,495	1,185,546	1,280,602	693,091	(587,511)	698,098	5,007
25111 Payroll	-	-	-	198,653	198,653	199,969	1,316
25112 Accounting	-	-	-	227,360	227,360	228,880	1,520
25113 Accounts Payable	-	-	-	175,980	175,980	177,140	1,160
25210 Treasury Ops/Accts Receivable	1,016,435	980,299	1,027,073	1,061,471	34,398	1,091,499	30,028
25211 Cashiering	-	-	-	-	-	-	-
25212 Business License	-	-	-	-	-	-	-
25213 False Alarms	-	-	-	-	-	-	-
25310 Animal Services	2,214,247	2,175,366	-	-	-	-	-
25311 Animal Services Donations	4,400	10,850	-	-	-	-	-
25510 Purchasing	511,467	475,505	-	-	-	-	-
30110 Fire Operations	13,844,493	13,429,615	15,353,197	16,137,207	784,010	15,441,186	(696,021)
30210 Fire Prevention Inspections	286,274	339,226	296,038	416,216	120,178	416,577	361
30211 Fire Prevention	663,144	755,650	868,700	1,083,956	215,256	1,172,621	88,665
30310 Office of Emergency Mgmt & Vol	605,685	596,640	694,561	725,774	31,213	735,192	9,418
35150 Library Project	-	-	-	-	-	-	-
40010 Police Admin	3,192,539	3,416,492	3,916,547	(2,024,321)	(5,940,868)	(2,164,729)	(140,408)
40110 Patrol	21,532,415	20,761,234	21,879,246	21,345,170	(534,076)	22,357,983	1,012,813
40111 Towngate Mall	460,969	468,433	473,362	521,846	48,484	547,515	25,669
40210 Traffic Enforcement	5,241,774	5,413,754	5,948,559	6,207,878	259,319	6,462,938	255,060
40220 Community Services	1,072,315	1,110,489	1,141,951	1,007,058	(134,893)	1,049,421	42,363
40310 Detective Unit	1,094,638	1,135,342	1,251,127	2,923,256	1,672,129	3,057,677	134,421
40311 Crime Prevention	-	-	-	-	-	-	-
40312 People Oriented Policing	2,384,927	2,442,682	2,559,655	2,483,855	(75,800)	2,602,624	118,769
40410 Special Enforcement	4,177,688	4,351,293	4,164,313	5,474,992	1,310,679	5,998,534	523,542
45010 Public Works - Admin	104,670	178,112	171,338	172,355	1,017	172,937	582
45110 Transportation Eng - General	690,923	945,278	1,058,024	1,189,304	131,280	1,196,022	6,718
45111 Traffic Signal Maintenance	681,656	801,268	764,831	569,403	(195,428)	572,016	2,613
45112 Crossing Guards	566,065	48	-	-	-	-	-
45120 Transportation Development Svcs	96,960	299	4,522	-	(4,522)	-	-
45121 Transportation Inpection Svcs	37,353	-	-	-	-	-	-
45122 Public Works - Sign/Striping	-	9,545	-	-	-	-	-
45210 Capital Projects- General	56,171	-	34,024	-	(34,024)	-	-

MV00204828

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
GENERAL FUND PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
45211 Street Projects Engineering	8,968	8,997	8,900	8,900	-	8,900	-
45310 Public Works - Solid Waste	144,833	140,686	153,001	152,133	(868)	152,951	818
45311 Public Works - Street Maint	-	17	-	-	-	-	-
45312 Public Works - Concrete Maint	-	100	-	-	-	-	-
45314 Public Works - Graf Removal	4,500	4,538	4,500	4,500	-	4,500	-
45315 Public Works - Tree Trimming	20,400	20,400	20,400	20,400	-	20,400	-
45317 Storm Drain Channel Maintenance	-	-	-	20,000	20,000	20,000	-
91010 Non-Dept General Fund	4,599,122	8,454,676	3,946,400	3,096,503	(849,897)	3,547,103	450,600
	$ 77,191,210	**$ 80,377,208**	**$ 81,542,832**	**$ 77,773,536**	**$ (3,769,296)**	**$ 79,814,990**	**$ 2,041,454**

MV00204829

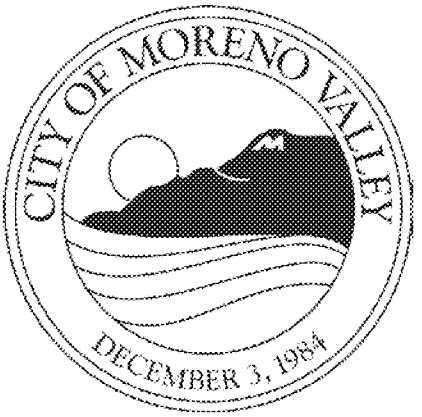

MV00204830

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Community Services District

	5010 LIBRARY SERVICES	5011 ZONE A PARKS	5012 ZONE B STREET LIGHTS
Revenues:			
Taxes:			
Property Tax	$ 1,284,000	$ 1,709,000	$ 85,300
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	18,000	5,967,122	984,000
Use of Money & Property	-	583,900	-
Fines & Forfeitures	50,000	-	-
Miscellaneous	2,000	18,100	-
Total Revenues	1,354,000	8,278,122	1,069,300
Expenditures:			
Personnel Services	1,359,742	4,085,671	120,600
Contractual Services	119,975	1,778,413	1,467,000
Material & Supplies	67,300	818,520	4,800
Debt Service	-	-	-
Fixed Charges	265,200	2,305,902	84,700
Fixed Assets	-	-	-
Total Expenditures	1,812,217	8,988,506	1,677,100
Excess (Deficiency) of Revenues Over (Under) Expenditures	(458,217)	(710,384)	(607,800)
Transfers:			
Transfers In	519,708	424,136	608,000
Transfers Out	-	160,000	-
Net Transfers	519,708	264,136	608,000
Total Revenues & Transfers In	1,873,708	8,702,258	1,677,300
Total Expenditures & Transfers Out	1,812,217	9,148,506	1,677,100
Net Change or **Proposed Use of Fund Balance**	**$ 61,491**	**$ (446,248)**	**$ 200**

MV00204831

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Community Services District

	5013 ZONE E EXTENDED LANDSCAPE	5110 ZONE C ARTERIAL ST LIGHTS	5111 ZONE D STANDARD LANDSCAPE
Revenues:			
Taxes:			
Property Tax	$ -	$ 110,000	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	2,466,909	530,500	1,188,600
Use of Money & Property	4,346	-	515
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	2,471,255	640,500	1,189,115
Expenditures:			
Personnel Services	298,200	39,300	187,800
Contractual Services	1,751,500	820,300	639,400
Material & Supplies	68,100	4,500	31,100
Debt Service	-	-	-
Fixed Charges	363,983	63,700	227,900
Fixed Assets	-	-	-
Total Expenditures	2,481,783	927,800	1,086,200
Excess (Deficiency) of Revenues Over (Under) Expenditures	(10,528)	(287,300)	102,915
Transfers:			
Transfers In	-	288,000	-
Transfers Out	-	-	-
Net Transfers	-	288,000	-
Total Revenues & Transfers In	2,471,255	928,500	1,189,115
Total Expenditures & Transfers Out	2,481,783	927,800	1,086,200
Net Change or **Proposed Use of Fund Balance**	**$ (10,528)**	**$ 700**	**$ 102,915**

MV00204832

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Community Services District

	5112 ZONE M MEDIANS	5113 CFD#1	5114 ZONE S	Grand Total
Revenues:				
Taxes:				
Property Tax	$ -	$ -	$ -	$ 3,188,300
Property Tax in-lieu	-	-	-	-
Utility Users Tax	-	-	-	-
Sales Tax	-	-	-	-
Other Taxes	-	1,000,000	-	1,000,000
State Gasoline Tax	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	200,700	25,400	55,800	11,437,031
Use of Money & Property	409	25,000	51	614,221
Fines & Forfeitures	-	-	-	50,000
Miscellaneous	-	-	-	20,100
Total Revenues	201,109	1,050,400	55,851	16,309,652
Expenditures:				
Personnel Services	60,800	519,829	5,600	6,677,542
Contractual Services	183,000	398,720	48,000	7,206,308
Material & Supplies	8,100	102,920	1,100	1,106,440
Debt Service	-	-	-	-
Fixed Charges	29,944	160,754	11,317	3,513,400
Fixed Assets	-	-	-	-
Total Expenditures	281,844	1,182,223	66,017	18,503,690
Excess (Deficiency) of Revenues Over (Under) Expenditures	(80,735)	(131,823)	(10,166)	(2,194,038)
Transfers:				
Transfers In	103,400	-	-	1,943,244
Transfers Out	-	-	-	160,000
Net Transfers	103,400	-	-	1,783,244
Total Revenues & Transfers In	304,509	1,050,400	55,851	18,252,896
Total Expenditures & Transfers Out	281,844	1,182,223	66,017	18,663,690
Net Change or **Proposed Use of Fund Balance**	**$ 22,665**	**$ (131,823)**	**$ (10,166)**	**$ (410,794)**

MV00204833

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Community Services District

	5010 LIBRARY SERVICES	5011 ZONE A PARKS	5012 ZONE B STREET LIGHTS
Revenues:			
Taxes:			
Property Tax	$ 1,305,000	$ 1,733,000	$ 85,300
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	18,000	5,970,507	1,030,400
Use of Money & Property	-	591,300	-
Fines & Forfeitures	50,000	-	-
Miscellaneous	2,000	18,100	-
Total Revenues	1,375,000	8,312,907	1,115,700
Expenditures:			
Personnel Services	1,369,086	4,097,139	120,600
Contractual Services	127,296	1,761,843	1,525,300
Material & Supplies	67,300	616,160	4,900
Debt Service	-	-	-
Fixed Charges	265,200	2,305,902	84,700
Fixed Assets	-	-	-
Total Expenditures	1,828,882	8,781,044	1,735,500
Excess (Deficiency) of Revenues Over (Under) Expenditures	(453,882)	(468,137)	(619,800)
Transfers:			
Transfers In	519,708	307,500	620,000
Transfers Out	-	160,000	-
Net Transfers	519,708	147,500	620,000
Total Revenues & Transfers In	1,894,708	8,620,407	1,735,700
Total Expenditures & Transfers Out	1,828,882	8,941,044	1,735,500
Net Change or **Proposed Use of Fund Balance**	**$ 65,826**	**$ (320,637)**	**$ 200**

MV00204834

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Community Services District

	5013 ZONE E EXTENDED LANDSCAPE	5110 ZONE C ARTERIAL ST LIGHTS	5111 ZONE D STANDARD LANDSCAPE
Revenues:			
Taxes:			
Property Tax	$ -	$ 110,000	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	2,489,005	450,700	1,198,100
Use of Money & Property	4,171	-	412
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	2,493,176	560,700	1,198,512
Expenditures:			
Personnel Services	298,200	39,300	187,800
Contractual Services	1,803,500	849,800	672,400
Material & Supplies	70,100	4,600	32,200
Debt Service	-	-	-
Fixed Charges	363,983	63,700	227,900
Fixed Assets	-	-	-
Total Expenditures	2,535,783	957,400	1,120,300
Excess (Deficiency) of Revenues Over (Under) Expenditures	(42,607)	(396,700)	78,212
Transfers:			
Transfers In	-	397,000	-
Transfers Out	-	-	-
Net Transfers	-	397,000	-
Total Revenues & Transfers In	2,493,176	957,700	1,198,512
Total Expenditures & Transfers Out	2,535,783	957,400	1,120,300
Net Change or **Proposed Use of Fund Balance**	**$ (42,607)**	**$ 300**	**$ 78,212**

MV00204835

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Community Services District

	5112 ZONE M MEDIANS	5113 CFD#1	5114 ZONE S	Grand Total
Revenues:				
Taxes:				
Property Tax	$ -	$ -	$ -	$ 3,233,300
Property Tax in-lieu	-	-	-	-
Utility Users Tax	-	-	-	-
Sales Tax	-	-	-	-
Other Taxes	-	1,000,000	-	1,000,000
State Gasoline Tax	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	202,700	25,400	56,300	11,441,112
Use of Money & Property	427	25,000	41	621,351
Fines & Forfeitures	-	-	-	50,000
Miscellaneous	-	-	-	20,100
Total Revenues	203,127	1,050,400	56,341	16,365,863
Expenditures:				
Personnel Services	60,800	523,173	5,600	6,701,698
Contractual Services	192,900	430,440	49,900	7,413,379
Material & Supplies	8,500	111,390	1,200	916,350
Debt Service	-	-	-	-
Fixed Charges	29,944	160,754	11,317	3,513,400
Fixed Assets	-	-	-	-
Total Expenditures	292,144	1,225,757	68,017	18,544,827
Excess (Deficiency) of Revenues Over (Under) Expenditures	(89,017)	(175,357)	(11,676)	(2,178,964)
Transfers:				
Transfers In	103,400	-	-	1,947,608
Transfers Out	-	-	-	160,000
Net Transfers	103,400	-	-	1,787,608
Total Revenues & Transfers In	306,527	1,050,400	56,341	18,313,471
Total Expenditures & Transfers Out	292,144	1,225,757	68,017	18,704,827
Net Change or **Proposed Use of Fund Balance**	**$ 14,383**	**$ (175,357)**	**$ (11,676)**	**$ (391,356)**

MV00204836

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
COMMUNITY SERVICES DISTRICT PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
5010 LIBRARY SERVICES							
18510 Library	$ -	$ -	$ 2,045,041	$ 1,812,217	$ (232,824)	$ 1,828,882	$ 16,665
35110 Library	1,852,640	1,950,887	-	-	-	-	-
95010 Non-Dept Library Services	-	-	-	-	-	-	-
5011 ZONE A PARKS							
35010 Parks & Comm Svcs - Admin	539,119	520,007	568,645	576,620	7,975	579,170	2,550
35210 Park Maintenance - General	2,433,532	2,684,032	2,851,851	3,160,181	308,330	2,999,075	(161,106)
35211 Contract Park Maintenance	349,881	388,868	454,519	461,603	7,084	467,288	5,685
35212 Park Ranger Program	316,425	366,230	378,074	370,423	(7,651)	372,210	1,787
35213 Golf Course Program	282,601	257,642	307,381	263,492	(43,889)	265,672	2,180
35214 Parks Projects	145,808	162,654	270,567	173,625	(96,942)	175,211	1,586
35215 CSD Public Facilities	-	-	-	-	-	-	-
35216 CFD#1	-	1,841	-	-	-	-	-
35310 Senior Program	496,233	525,723	572,154	609,009	36,855	576,727	(32,282)
35311 Community Services	121,353	161,798	172,293	193,446	21,153	194,116	670
35312 Community Events	76,738	137,856	153,331	81,327	(72,004)	81,507	180
35313 Conf & Rec Cntr	480,179	549,467	589,309	629,075	39,766	603,507	(25,568)
35314 Conf & Rec Cntr - Banquet	230,794	287,329	306,841	324,635	17,794	334,331	9,696
35315 Recreation Programs	1,641,481	1,517,954	1,698,262	1,752,265	54,003	1,739,165	(13,100)
35316 ASA Tournament	-	-	-	-	-	-	-
35317 July 4th Celebration	-	-	118,275	142,505	24,230	142,765	260
95011 Non-Dept Zone A Parks	510,996	250,300	410,300	410,300	-	410,300	-
5012 ZONE B STREET LIGHTS							
25703 Street Lighting	-	-	1,761,277	1,677,100	(84,177)	1,735,500	58,400
45415 Residential Street Lighting	1,605,917	1,502,323	-	-	-	-	-
95012 Non-Dept Zone B Street Lights	-	-	-	-	-	-	-

MV00204837

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
COMMUNITY SERVICES DISTRICT PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
5013 ZONE E EXTENDED LANDSCAPE							
25705 Zone E Extensive Landscape	-	-	834,380	731,583	(102,797)	733,883	2,300
25706 Zone E-1	-	-	187,280	217,600	30,320	218,700	1,100
25707 Zone E-1A	-	-	31,600	30,600	(1,000)	32,000	1,400
25708 Zone E-2	-	-	278,460	284,800	6,340	298,500	13,700
25709 Zone E-3	-	-	282,500	303,100	20,600	311,600	8,500
25710 Zone E-3A	-	-	26,000	16,100	(9,900)	16,500	400
25711 Zone E-4	-	-	233,380	225,600	(7,780)	230,600	5,000
25712 Zone E-4A	-	-	10,300	9,000	(1,300)	9,100	100
25713 Zone E-7	-	-	88,700	89,700	1,000	94,600	4,900
25714 Zone E-8	-	-	169,200	321,900	152,700	328,800	6,900
25715 Zone E-12	-	-	74,800	57,300	(17,500)	59,900	2,600
25716 Zone E-14	-	-	89,700	88,700	(1,000)	92,600	3,900
25717 Zone E-15	-	-	56,200	34,500	(21,700)	35,400	900
25718 Zone E-16	-	-	67,200	71,300	4,100	73,600	2,300
45425 Standard Landscape	-	(112)	-	-	-	-	-
45430 Extensive Landscape	891,767	866,344	-	-	-	-	-
45431 Ext Landscape - Towngate	233,789	157,268	-	-	-	-	-
45432 Ext Landscape - Hidden Springs	358,636	240,393	-	-	-	-	-
45433 Ext Landscape - Warmington	235,253	255,087	-	-	-	-	-
45434 Ext Landscape - Landmark	281,176	183,286	-	-	-	-	-
45435 Ext Landscape - MV Development	51,809	53,094	-	-	-	-	-
45436 Ext Landscape - Centerpointe	70,911	73,487	-	-	-	-	-
45437 Zone E1-A Renaissance Park	31,864	22,556	-	-	-	-	-

MV00204838

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
COMMUNITY SERVICES DISTRICT PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
45438 Zone E4-A Daybreak Div.	5,401	7,083	-	-	-	-	-
45439 Zone E3A	19,580	14,197	-	-	-	-	-
45440 E8 - Promontory Park	30,335	22,933	-	-	-	-	-
45441 E15 - Celebrations	18,796	19,887	-	-	-	-	-
45442 E14 - Mahogany	57,609	63,046	-	-	-	-	-
45443 E12 - Stoneridge	45,916	43,126	-	-	-	-	-
95013 Non-Dept Zone E Extended Landscape	-	-	-	-	-	-	-
5110 ZONE C ARTERIAL ST LIGHTS							
25703 Street Lighting	-	-	953,013	927,800	(25,213)	957,400	29,600
45420 Arterial Street Lighting	751,807	788,405	-	-	-	-	-
95110 Non-Dept Zone C Arterial St Lights	-	-	-	-	-	-	-
5111 ZONE D STANDARD LANDSCAPE							
25704 Zone D Standard Landscape	-	-	1,096,515	1,086,200	(10,315)	1,120,300	34,100
45425 Standard Landscape	1,018,023	982,097	-	-	-	-	-
45430 Extensive Landscape	-	-	-	-	-	-	-
95111 Non-Dept Zone D Standard Landscape	-	-	-	-	-	-	-
5112 ZONE M MEDIANS							
25719 Zone M	-	-	306,709	281,844	(24,865)	292,144	10,300
45460 Median Fund	220,321	211,567	-	-	-	-	-
5113 CFD#1							
35216 CFD#1	843,796	921,541	1,065,988	1,182,223	116,235	1,225,757	43,534
95113 Non-Dept CFD#1	-	-	-	-	-	-	-
5114 ZONE S							
25720 Zone S	-	-	66,274	66,017	(257)	68,017	2,000
45465 Zone S	61,107	66,323	-	-	-	-	-
	$ 16,311,593	**$ 16,256,519**	**$ 18,576,319**	**$ 18,663,690**	**$ 87,371**	**$ 18,704,827**	**$ 41,137**

MV00204839

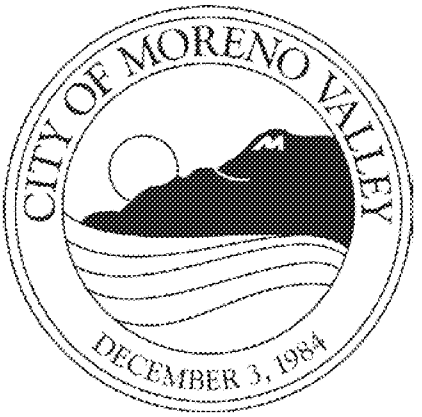

MV00204840

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Successor Agency

	4800 SUCCESSOR AGENCY ADMIN FUND	4820 SUCCESSOR AGENCY CAP PROJ	4821 SUCCESSOR AGNCY 2007 TABS A CAP
Revenues:			
Taxes:			
Property Tax	$ 9,238,000	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	9,238,000	-	-
Expenditures:			
Personnel Services	203,253	-	-
Contractual Services	195,764	-	-
Material & Supplies	2,800	-	-
Debt Service	480,000	-	-
Fixed Charges	562,000	-	-
Fixed Assets	-	-	-
Total Expenditures	1,443,817	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	7,794,183	-	-
Transfers:			
Transfers In	-	-	-
Transfers Out	2,313,752	-	-
Net Transfers	(2,313,752)	-	-
Total Revenues & Transfers In	9,238,000	-	-
Total Expenditures & Transfers Out	3,757,569	-	-
Net Change or **Proposed Use of Fund Balance**	**$ 5,480,431**	**$ -**	**$ -**

MV00204841

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Successor Agency

	4850 SUCCESSOR AGNCY TAX REVENUE	4851 SUCSR AGNCY 2007 TABS A DEBT SRV	Grand Total
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ 9,238,000
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	-	9,238,000
Expenditures:			
Personnel Services	-	-	203,253
Contractual Services	-	-	195,764
Material & Supplies	-	-	2,800
Debt Service	-	2,260,000	2,740,000
Fixed Charges	-	-	562,000
Fixed Assets	-	-	-
Total Expenditures	-	2,260,000	3,703,817
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	(2,260,000)	5,534,183
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	2,313,752
Net Transfers	-	-	(2,313,752)
Total Revenues & Transfers In	-	-	9,238,000
Total Expenditures & Transfers Out	-	2,260,000	6,017,569
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ (2,260,000)**	**$ 3,220,431**

MV00204842

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Successor Agency

	4800 SUCCESSOR AGENCY ADMIN FUND	4820 SUCCESSOR AGENCY CAP PROJ	4821 SUCCESSOR AGNCY 2007 TABS A CAP
Revenues:			
Taxes:			
Property Tax	$ 9,238,000	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	9,238,000	-	-
Expenditures:			
Personnel Services	203,253	-	-
Contractual Services	195,764	-	-
Material & Supplies	2,800	-	-
Debt Service	480,000	-	-
Fixed Charges	562,000	-	-
Fixed Assets	-	-	-
Total Expenditures	1,443,817	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	7,794,183	-	-
Transfers:			
Transfers In	-	-	-
Transfers Out	2,405,000	-	-
Net Transfers	(2,405,000)	-	-
Total Revenues & Transfers In	9,238,000	-	-
Total Expenditures & Transfers Out	3,848,817	-	-
Net Change or **Proposed Use of Fund Balance**	**$ 5,389,183**	**$ -**	**$ -**

MV00204843

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Successor Agency

	4850 SUCCESSOR AGNCY TAX REVENUE	4851 SUCSR AGNCY 2007 TABS A DEBT SRV	Grand Total
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ 9,238,000
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	-	9,238,000
Expenditures:			
Personnel Services	-	-	203,253
Contractual Services	-	-	195,764
Material & Supplies	-	-	2,800
Debt Service	-	2,275,000	2,755,000
Fixed Charges	-	-	562,000
Fixed Assets	-	-	-
Total Expenditures	-	2,275,000	3,718,817
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	(2,275,000)	5,519,183
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	2,405,000
Net Transfers	-	-	(2,405,000)
Total Revenues & Transfers In	-	-	9,238,000
Total Expenditures & Transfers Out	-	2,275,000	6,123,817
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ (2,275,000)**	**$ 3,114,183**

MV00204844

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
SUCCESSOR AGENCY PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
4800 SUCCESSOR AGENCY ADMIN FUND							
20801 Successor Agency Admin	$ -	$ 120,450	$ 267,250	$ 250,000	$ (17,250)	$ 250,000	$ -
20802 Successor Agency Operating Fund	-	438,436	974,820	1,193,817	218,997	1,193,817	-
94800 Non-Dept Successor Agency Admin	-	900,124	5,696,351	2,313,752	(3,382,599)	2,405,000	91,248
98010 Non-Dept RDA Administration	-	-	-	-	-	-	-
4820 SUCCESSOR AGENCY CAP PROJ							
20840 Successor Agency Cap Proj	-	-	-	-	-	-	-
20842 Expend Close to Bal Sheet - 8150	-	(42,024)	-	-	-	-	-
94820 Non-Dept Succ Agency Cap Project	-	(991,224)	-	-	-	-	-
4850 SUCCESSOR AGNCY TAX REVENUE							
20820 Successor Agency Tax Revenue	-	331,769	-	-	-	-	-
20822 Expend Close to Bal Sheet - 8351	-	-	-	-	-	-	-
4851 SUCSR AGNCY 2007 TABS A DEBT SRV							
20830 Successor Agy 2007 TABS A Debt S	-	656,450	-	2,260,000	2,260,000	2,275,000	15,000
94851 Non-Dept Succ Agcy 2007 Debt Srv	-	61,374,675	-	-	-	-	-
	$ -	**$ 62,788,656**	**$ 6,938,421**	**$ 6,017,569**	**$ (920,852)**	**$ 6,123,817**	**$ 106,248**

MV00204845

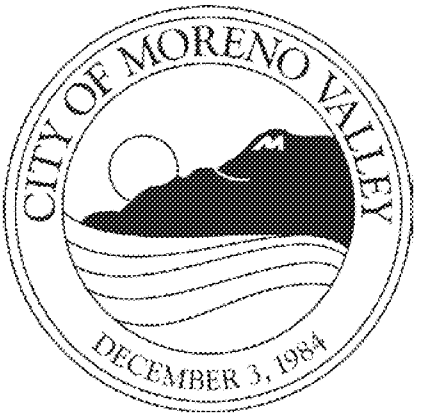

MV00204846

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Housing Authority

	8884 HOUSING AUTHORITY	Grand Total
Revenues:		
Taxes:		
Property Tax	$ -	$ -
Property Tax in-lieu	-	-
Utility Users Tax	-	-
Sales Tax	-	-
Other Taxes	-	-
State Gasoline Tax	-	-
Licenses & Permits	-	-
Intergovernmental	-	-
Charges for Services	-	-
Use of Money & Property	15,000	15,000
Fines & Forfeitures	-	-
Miscellaneous	-	-
Total Revenues	15,000	15,000
Expenditures:		
Personnel Services	-	-
Contractual Services	-	-
Material & Supplies	-	-
Debt Service	-	-
Fixed Charges	-	-
Fixed Assets	-	-
Total Expenditures	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	15,000	15,000
Transfers:		
Transfers In	-	-
Transfers Out	-	-
Net Transfers	-	-
Total Revenues & Transfers In	15,000	15,000
Total Expenditures & Transfers Out	-	-
Net Change or **Proposed Use of Fund Balance**	**$ 15,000**	**$ 15,000**

MV00204847

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Housing Authority

	8884 HOUSING AUTHORITY	Grand Total
Revenues:		
Taxes:		
Property Tax	$ -	$ -
Property Tax in-lieu	-	-
Utility Users Tax	-	-
Sales Tax	-	-
Other Taxes	-	-
State Gasoline Tax	-	-
Licenses & Permits	-	-
Intergovernmental	-	-
Charges for Services	-	-
Use of Money & Property	15,000	15,000
Fines & Forfeitures	-	-
Miscellaneous	-	-
Total Revenues	15,000	15,000
Expenditures:		
Personnel Services	-	-
Contractual Services	-	-
Material & Supplies	-	-
Debt Service	-	-
Fixed Charges	-	-
Fixed Assets	-	-
Total Expenditures	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	15,000	15,000
Transfers:		
Transfers In	-	-
Transfers Out	-	-
Net Transfers	-	-
Total Revenues & Transfers In	15,000	15,000
Total Expenditures & Transfers Out	-	-
Net Change or **Proposed Use of Fund Balance**	**$ 15,000**	**$ 15,000**

MV00204848

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
HOUSING AUTHORITY PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
20601 Housing Authority							
20801 Successor Agency Admin	$ -	$ 14	$ 25,561	$ -	$ (25,561)	$ -	$ -
20603 Oakwood Apartments							
20802 Successor Agency Operating Fund	-	(1,027,000)	-	-	-	-	-
20612 Rancho Dorado Proj. South							
94800 Non-Dept Successor Agency Admin	-	1,777,000	-	-	-	-	-
20613 Hemlock Family Apartments							
98010 Non-Dept RDA Administration	-	-	-	-	-	-	-
	$ -	**$ 750,014**	**$ 25,561**	**$ -**	**$ (25,561)**	**$ -**	**$ -**

MV00204849

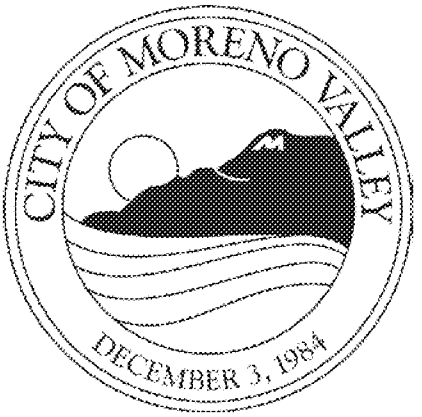

MV00204850

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2000 GAS TAX	2001 MEASURE A	2002 PROP 42 REPLACEMENT FUND
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	5,042,755	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	9,032,955	-
Charges for Services	-	-	-
Use of Money & Property	1,000	102,500	-
Fines & Forfeitures	-	-	-
Miscellaneous	21,000	1,000	-
Total Revenues	5,064,755	9,136,455	-
Expenditures:			
Personnel Services	3,945,043	258,059	-
Contractual Services	257,249	137,000	-
Material & Supplies	570,804	716,000	-
Debt Service	-	-	-
Fixed Charges	559,601	250,736	-
Fixed Assets	-	-	-
Total Expenditures	5,332,697	1,361,795	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	(267,942)	7,774,660	-
Transfers:			
Transfers In	160,000	424,939	-
Transfers Out	-	-	-
Net Transfers	160,000	424,939	-
Total Revenues & Transfers In	5,224,755	9,561,394	-
Total Expenditures & Transfers Out	5,332,697	1,361,795	-
Net Change or **Proposed Use of Fund Balance**	**$ (107,942)**	**$ 8,199,599**	**$ -**

MV00204851

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2003 TRAFFIC CONGESTION RELIEF	2004 PROP 1B	2005 AIR QUALITY MANAGEMENT
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	200,000
Charges for Services	-	-	-
Use of Money & Property	-	-	7,000
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	-	207,000
Expenditures:			
Personnel Services	-	-	170,579
Contractual Services	-	-	50,869
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	221,448
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	(14,448)
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	-	207,000
Total Expenditures & Transfers Out	-	-	221,448
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ -**	**$ (14,448)**

MV00204852

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2006 SPEC DIST ADMIN	2007 STORM WATER MAINTENANCE	2008 STORM WATER MANAGEMENT
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	414,000	124,000
Charges for Services	852,400	-	612,902
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	852,400	414,000	736,902
Expenditures:			
Personnel Services	463,597	238,992	523,735
Contractual Services	35,800	28,000	440,185
Material & Supplies	7,900	105,156	6,950
Debt Service	-	-	-
Fixed Charges	306,819	78,600	103,500
Fixed Assets	-	-	-
Total Expenditures	814,116	450,748	1,074,370
Excess (Deficiency) of Revenues Over (Under) Expenditures	38,284	(36,748)	(337,468)
Transfers:			
Transfers In	-	-	266,995
Transfers Out	-	-	-
Net Transfers	-	-	266,995
Total Revenues & Transfers In	852,400	414,000	1,003,897
Total Expenditures & Transfers Out	814,116	450,748	1,074,370
Net Change or **Proposed Use of Fund Balance**	**$ 38,284**	**$ (36,748)**	**$ (70,473)**

MV00204853

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2010 CFD #4M	2011 PUB/EDUC/GOVT ACCESS PROG FD	2012 STRATEGY PLAN GRANT/SCE
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	30,000
Charges for Services	41,000	-	-
Use of Money & Property	74	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	550,000	-
Total Revenues	41,074	550,000	30,000
Expenditures:			
Personnel Services	-	522,070	27,915
Contractual Services	28,500	50,100	1,500
Material & Supplies	-	63,400	-
Debt Service	-	-	-
Fixed Charges	6,800	210,000	-
Fixed Assets	-	-	-
Total Expenditures	35,300	845,570	29,415
Excess (Deficiency) of Revenues Over (Under) Expenditures	5,774	(295,570)	585
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	41,074	550,000	30,000
Total Expenditures & Transfers Out	35,300	845,570	29,415
Net Change or **Proposed Use of Fund Balance**	**$ 5,774**	**$ (295,570)**	**$ 585**

MV00204854

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2013 CIVIL PENALTIES	2014 EMERGENCY SERVICES	2016 DISASTER
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	38,000	-
Charges for Services	-	-	-
Use of Money & Property	4,000	4,000	-
Fines & Forfeitures	60,000	-	-
Miscellaneous	-	-	-
Total Revenues	64,000	42,000	-
Expenditures:			
Personnel Services	9,415	-	-
Contractual Services	30,000	-	-
Material & Supplies	-	110,000	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	39,415	110,000	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	24,585	(68,000)	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	64,000	42,000	-
Total Expenditures & Transfers Out	39,415	110,000	-
Net Change or **Proposed Use of Fund Balance**	**$ 24,585**	**$ (68,000)**	**$ -**

MV00204855

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2200 BEVERAGE CONTAINER RECYCLING	2201 CHILD CARE GRANT	2202 ASES PROGRAM GRANT
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	55,000	581,461	4,559,850
Charges for Services	-	25,000	-
Use of Money & Property	-	-	25,000
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	1,519,950
Total Revenues	55,000	606,461	6,104,800
Expenditures:			
Personnel Services	27,000	470,463	76,390
Contractual Services	28,300	31,085	5,984,374
Material & Supplies	-	42,013	20,076
Debt Service	-	-	-
Fixed Charges	-	69,200	-
Fixed Assets	-	-	-
Total Expenditures	55,300	612,761	6,080,840
Excess (Deficiency) of Revenues Over (Under) Expenditures	(300)	(6,300)	23,960
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	55,000	606,461	6,104,800
Total Expenditures & Transfers Out	55,300	612,761	6,080,840
Net Change or **Proposed Use of Fund Balance**	**$ (300)**	**$ (6,300)**	**$ 23,960**

MV00204856

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2206 USED OIL BLOCK GRANTS	2207 OIL PAYMENT GRANT	2209 TIRE RUBBERIZED GRANTS
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	56,630	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	56,630	-
Expenditures:			
Personnel Services	-	27,000	-
Contractual Services	-	29,630	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	56,630	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	56,630	-
Total Expenditures & Transfers Out	-	56,630	-
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ -**	**$ -**

MV00204857

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2410 SLESF GRANTS	2503 EMPG-EMERGENCY MGMT GRANT	2504 EPA GRANT-BOX SPRINGS WATER
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	74,000	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	74,000	-
Expenditures:			
Personnel Services	-	61,506	-
Contractual Services	-	3,000	-
Material & Supplies	-	10,000	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	74,506	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	(506)	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	74,000	-
Total Expenditures & Transfers Out	-	74,506	-
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ (506)**	**$ -**

MV00204858

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2505 ETA JOB TRAINING GRANT	2506 HOME(FEDERAL)	2507 NEIGHBORHOOD STABILIZATION PROG
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	902,077	3,500,000
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	902,077	3,500,000
Expenditures:			
Personnel Services	-	40,891	70,851
Contractual Services	-	861,186	3,395,600
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	902,077	3,466,451
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	33,549
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	902,077	3,500,000
Total Expenditures & Transfers Out	-	902,077	3,466,451
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ -**	**$ 33,549**

MV00204859

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2508 HOMELESSNESS PREVENTION PROG	2510 EECBG	2511 FY10 EOC GRANT
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	-	-
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	-	-
Total Expenditures & Transfers Out	-	-	-
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ -**	**$ -**

MV00204860

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2512 COMM DEV BLOCK GRANT (CDBG)	2513 CDBG RECOVERY ACT OF 2009	2705 OTS GRANTS PUBLIC SAFETY
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	2,575,197	135,083	81,200
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	2,575,197	135,083	81,200
Expenditures:			
Personnel Services	294,388	-	-
Contractual Services	2,261,173	-	81,200
Material & Supplies	861	-	-
Debt Service	-	-	-
Fixed Charges	18,775	-	-
Fixed Assets	-	-	-
Total Expenditures	2,575,197	-	81,200
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	135,083	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	2,575,197	135,083	81,200
Total Expenditures & Transfers Out	2,575,197	-	81,200
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ 135,083**	**$ -**

MV00204861

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2715 JAG GRANTS	2800 SCAG ARTICLE 3 FUND	2803 TARGET GRANT - PD
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	21,000	150,000	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	21,000	150,000	-
Expenditures:			
Personnel Services	77,930	-	-
Contractual Services	5,500	-	-
Material & Supplies	1,175	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	84,605	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	(63,605)	150,000	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	21,000	150,000	-
Total Expenditures & Transfers Out	84,605	-	-
Net Change or **Proposed Use of Fund Balance**	**$ (63,605)**	**$ 150,000**	**$ -**

MV00204862

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2901 DIF - ARTERIAL STREETS	2902 DIF - TRAFFIC SIGNALS	2903 DIF - FIRE
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	71,200	17,700	55,000
Use of Money & Property	33,500	9,000	27,200
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	104,700	26,700	82,200
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	104,700	26,700	82,200
Transfers:			
Transfers In	727,903	-	-
Transfers Out	1,118,200	720,000	256,400
Net Transfers	(390,297)	(720,000)	(256,400)
Total Revenues & Transfers In	832,603	26,700	82,200
Total Expenditures & Transfers Out	1,118,200	720,000	256,400
Net Change or **Proposed Use of Fund Balance**	**$ (285,597)**	**$ (693,300)**	**$ (174,200)**

MV00204863

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2904 DIF - POLICE	2905 DIF-PARKLAND FACILITIES	2906 DIF-QUIMBY IN-LIEU PARK FEES
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	65,700	30,000
Use of Money & Property	-	25,000	22,600
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	90,700	52,600
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	90,700	52,600
Transfers:			
Transfers In	-	406,860	1,135
Transfers Out	678,600	70,000	621,300
Net Transfers	(678,600)	336,860	(620,165)
Total Revenues & Transfers In	-	497,560	53,735
Total Expenditures & Transfers Out	678,600	70,000	621,300
Net Change or **Proposed Use of Fund Balance**	**$ (678,600)**	**$ 427,560**	**$ (567,565)**

MV00204864

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2907 DIF-REC CENTER	2908 DIF-LIBRARY	2909 DIF-CITY HALL
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	51,900	52,100	28,800
Use of Money & Property	-	46,600	25,700
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	51,900	98,700	54,500
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	51,900	98,700	54,500
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	51,900	98,700	54,500
Total Expenditures & Transfers Out	-	-	-
Net Change or **Proposed Use of Fund Balance**	**$ 51,900**	**$ 98,700**	**$ 54,500**

MV00204865

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2910 DIF-CORPORATE YARD	2911 DIF-INTERCHANGE IMPROVEMENT	2912 DIF-MAINTENANCE EQUIPMENT
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	16,000	20,600	3,400
Use of Money & Property	500	20,500	800
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	16,500	41,100	4,200
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	16,500	41,100	4,200
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	16,500	41,100	4,200
Total Expenditures & Transfers Out	-	-	-
Net Change or **Proposed Use of Fund Balance**	**$ 16,500**	**$ 41,100**	**$ 4,200**

MV00204866

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2913 DIF-ANIMAL SHELTER	3910 CELEBRATION PARK ENDOWMENT	3911 EQUESTRIAN TRAIL ENDOWMENT
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	6,100	-	-
Use of Money & Property	-	1,000	200
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	6,100	1,000	200
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	6,100	1,000	200
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	6,100	1,000	200
Total Expenditures & Transfers Out	-	-	-
Net Change or **Proposed Use of Fund Balance**	**$ 6,100**	**$ 1,000**	**$ 200**

MV00204867

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	3912 ROCKRIDGE PARK ENDOWMENT	3913 NPDES ENDOWMENT FUND	4011 ASSMT DIST 98-1 DEBT SERVICE
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ 2,700
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	1,800	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	1,800	-	2,700
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	2,600
Fixed Charges	-	-	100
Fixed Assets	-	-	-
Total Expenditures	-	-	2,700
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,800	-	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	1,800	-	2,700
Total Expenditures & Transfers Out	-	-	2,700
Net Change or **Proposed Use of Fund Balance**	**$ 1,800**	**$ -**	**$ -**

MV00204868

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	4015 CTRPT 87-4	4016 MV FOUNDATION - DONATIONS	4017 ARTS COMMISSION
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	2,500
Total Revenues	-	-	2,500
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	8,200
Material & Supplies	-	-	6,400
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	14,600
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	(12,100)
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	-	2,500
Total Expenditures & Transfers Out	-	-	14,600
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ -**	**$ (12,100)**

MV00204869

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	4019 CFD#5 STONERIDGE	Grand Total
Revenues:		
Taxes:		
Property Tax	$ -	$ 2,700
Property Tax in-lieu	-	-
Utility Users Tax	-	-
Sales Tax	-	-
Other Taxes	382,000	382,000
State Gasoline Tax	-	5,042,755
Licenses & Permits	-	-
Intergovernmental	-	22,530,453
Charges for Services	-	1,949,802
Use of Money & Property	100	358,074
Fines & Forfeitures	-	60,000
Miscellaneous	-	2,094,450
Total Revenues	382,100	32,420,234
Expenditures:		
Personnel Services	-	7,305,824
Contractual Services	3,300	13,751,751
Material & Supplies	-	1,660,735
Debt Service	328,700	331,300
Fixed Charges	50,000	1,654,131
Fixed Assets	-	-
Total Expenditures	382,000	24,703,741
Excess (Deficiency) of Revenues Over (Under) Expenditures	100	7,716,493
Transfers:		
Transfers In	-	1,987,832
Transfers Out	-	3,464,500
Net Transfers	-	(1,476,668)
Total Revenues & Transfers In	382,100	34,408,066
Total Expenditures & Transfers Out	382,000	28,168,241
Net Change or **Proposed Use of Fund Balance**	**$ 100**	**$ 6,239,825**

MV00204870

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2000 GAS TAX	2001 MEASURE A	2002 PROP 42 REPLACEMENT FUND
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	5,168,574	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	4,811,100	-
Charges for Services	-	-	-
Use of Money & Property	1,000	105,000	-
Fines & Forfeitures	-	-	-
Miscellaneous	21,500	1,000	-
Total Revenues	5,191,074	4,917,100	-
Expenditures:			
Personnel Services	4,000,295	259,774	-
Contractual Services	282,249	137,000	-
Material & Supplies	570,804	206,000	-
Debt Service	-	-	-
Fixed Charges	559,601	250,736	-
Fixed Assets	-	-	-
Total Expenditures	5,412,949	853,510	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	(221,875)	4,063,590	-
Transfers:			
Transfers In	160,000	125,904	-
Transfers Out	-	-	-
Net Transfers	160,000	125,904	-
Total Revenues & Transfers In	5,351,074	5,043,004	-
Total Expenditures & Transfers Out	5,412,949	853,510	-
Net Change or **Proposed Use of Fund Balance**	**$ (61,875)**	**$ 4,189,494**	**$ -**

MV00204871

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2003 TRAFFIC CONGESTION RELIEF	2004 PROP 1B	2005 AIR QUALITY MANAGEMENT
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	200,000
Charges for Services	-	-	-
Use of Money & Property	-	-	7,000
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	-	207,000
Expenditures:			
Personnel Services	-	-	171,871
Contractual Services	-	-	50,869
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	222,740
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	(15,740)
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	-	207,000
Total Expenditures & Transfers Out	-	-	222,740
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ -**	**$ (15,740)**

MV00204872

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2006 SPEC DIST ADMIN	2007 STORM WATER MAINTENANCE	2008 STORM WATER MANAGEMENT
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	414,000	124,000
Charges for Services	865,300	-	624,040
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	865,300	414,000	748,040
Expenditures:			
Personnel Services	472,072	240,514	527,407
Contractual Services	26,400	28,000	479,540
Material & Supplies	8,100	105,156	6,950
Debt Service	-	-	-
Fixed Charges	306,819	78,600	103,500
Fixed Assets	-	-	-
Total Expenditures	813,391	452,270	1,117,397
Excess (Deficiency) of Revenues Over (Under) Expenditures	51,909	(38,270)	(369,357)
Transfers:			
Transfers In	-	-	266,995
Transfers Out	-	-	-
Net Transfers	-	-	266,995
Total Revenues & Transfers In	865,300	414,000	1,015,035
Total Expenditures & Transfers Out	813,391	452,270	1,117,397
Net Change or **Proposed Use of Fund Balance**	**$ 51,909**	**$ (38,270)**	**$ (102,362)**

MV00204873

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2010 CFD #4M	2011 PUB/EDUC/GOVT ACCESS PROG FD	2012 STRATEGY PLAN GRANT/SCE
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	41,400	-	-
Use of Money & Property	81	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	565,000	-
Total Revenues	41,481	565,000	-
Expenditures:			
Personnel Services	-	524,496	-
Contractual Services	26,500	50,100	-
Material & Supplies	-	6,400	-
Debt Service	-	-	-
Fixed Charges	6,800	210,000	-
Fixed Assets	-	-	-
Total Expenditures	33,300	790,996	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	8,181	(225,996)	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	41,481	565,000	-
Total Expenditures & Transfers Out	33,300	790,996	-
Net Change or **Proposed Use of Fund Balance**	**$ 8,181**	**$ (225,996)**	**$ -**

MV00204874

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2013 CIVIL PENALTIES	2014 EMERGENCY SERVICES	2016 DISASTER
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	38,000	-
Charges for Services	-	-	-
Use of Money & Property	4,000	4,000	-
Fines & Forfeitures	60,000	-	-
Miscellaneous	-	-	-
Total Revenues	64,000	42,000	-
Expenditures:			
Personnel Services	9,811	-	-
Contractual Services	30,000	-	-
Material & Supplies	-	80,000	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	39,811	80,000	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	24,189	(38,000)	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	64,000	42,000	-
Total Expenditures & Transfers Out	39,811	80,000	-
Net Change or **Proposed Use of Fund Balance**	**$ 24,189**	**$ (38,000)**	**$ -**

MV00204875

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2200 BEVERAGE CONTAINER RECYCLING	2201 CHILD CARE GRANT	2202 ASES PROGRAM GRANT
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	55,000	581,461	4,559,850
Charges for Services	-	25,000	-
Use of Money & Property	-	-	25,000
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	1,519,950
Total Revenues	55,000	606,461	6,104,800
Expenditures:			
Personnel Services	27,000	474,063	76,984
Contractual Services	28,300	31,085	5,984,374
Material & Supplies	-	42,013	20,076
Debt Service	-	-	-
Fixed Charges	-	69,200	-
Fixed Assets	-	-	-
Total Expenditures	55,300	616,361	6,081,434
Excess (Deficiency) of Revenues Over (Under) Expenditures	(300)	(9,900)	23,366
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	55,000	606,461	6,104,800
Total Expenditures & Transfers Out	55,300	616,361	6,081,434
Net Change or **Proposed Use of Fund Balance**	**$ (300)**	**$ (9,900)**	**$ 23,366**

MV00204876

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2206 USED OIL BLOCK GRANTS	2207 OIL PAYMENT GRANT	2209 TIRE RUBBERIZED GRANTS
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	56,630	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	56,630	-
Expenditures:			
Personnel Services	-	27,000	-
Contractual Services	-	29,630	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	56,630	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	56,630	-
Total Expenditures & Transfers Out	-	56,630	-
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ -**	**$ -**

MV00204877

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2410 SLESF GRANTS	2503 EMPG-EMERGENCY MGMT GRANT	2504 EPA GRANT-BOX SPRINGS WATER
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	74,000	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	74,000	-
Expenditures:			
Personnel Services	-	61,932	-
Contractual Services	-	3,000	-
Material & Supplies	-	10,000	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	74,932	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	(932)	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	74,000	-
Total Expenditures & Transfers Out	-	74,932	-
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ (932)**	**$ -**

MV00204878

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2505 ETA JOB TRAINING GRANT	2506 HOME(FEDERAL)	2507 NEIGHBORHOOD STABILIZATION PROG
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	567,346	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	567,346	-
Expenditures:			
Personnel Services	-	43,434	-
Contractual Services	-	521,346	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	564,780	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	2,566	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	567,346	-
Total Expenditures & Transfers Out	-	564,780	-
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ 2,566**	**$ -**

MV00204879

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2508 HOMELESSNESS PREVENTION PROG	2510 EECBG	2511 FY10 EOC GRANT
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	-	-
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	-	-
Total Expenditures & Transfers Out	-	-	-
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ -**	**$ -**

MV00204880

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2512 COMM DEV BLOCK GRANT (CDBG)	2513 CDBG RECOVERY ACT OF 2009	2705 OTS GRANTS PUBLIC SAFETY
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	1,843,109	135,083	81,200
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	1,843,109	135,083	81,200
Expenditures:			
Personnel Services	296,205	-	-
Contractual Services	1,492,807	-	81,200
Material & Supplies	600	-	-
Debt Service	-	-	-
Fixed Charges	18,775	-	-
Fixed Assets	-	-	-
Total Expenditures	1,808,387	-	81,200
Excess (Deficiency) of Revenues Over (Under) Expenditures	34,722	135,083	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	1,843,109	135,083	81,200
Total Expenditures & Transfers Out	1,808,387	-	81,200
Net Change or **Proposed Use of Fund Balance**	**$ 34,722**	**$ 135,083**	**$ -**

MV00204881

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2715 JAG GRANTS	2800 SCAG ARTICLE 3 FUND	2803 TARGET GRANT - PD
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	-	-
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	-	-
Total Expenditures & Transfers Out	-	-	-
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ -**	**$ -**

MV00204882

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2901 DIF - ARTERIAL STREETS	2902 DIF - TRAFFIC SIGNALS	2903 DIF - FIRE
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	71,200	17,700	55,000
Use of Money & Property	33,500	9,000	27,200
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	104,700	26,700	82,200
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	104,700	26,700	82,200
Transfers:			
Transfers In	727,903	-	-
Transfers Out	1,120,200	720,000	257,200
Net Transfers	(392,297)	(720,000)	(257,200)
Total Revenues & Transfers In	832,603	26,700	82,200
Total Expenditures & Transfers Out	1,120,200	720,000	257,200
Net Change or **Proposed Use of Fund Balance**	**$ (287,597)**	**$ (693,300)**	**$ (175,000)**

MV00204883

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2904 DIF - POLICE	2905 DIF-PARKLAND FACILITIES	2906 DIF-QUIMBY IN-LIEU PARK FEES
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	65,700	30,000
Use of Money & Property	-	25,000	22,600
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	90,700	52,600
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	90,700	52,600
Transfers:			
Transfers In	-	406,860	1,135
Transfers Out	677,600	70,000	621,300
Net Transfers	(677,600)	336,860	(620,165)
Total Revenues & Transfers In	-	497,560	53,735
Total Expenditures & Transfers Out	677,600	70,000	621,300
Net Change or **Proposed Use of Fund Balance**	**$ (677,600)**	**$ 427,560**	**$ (567,565)**

MV00204884

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2907 DIF-REC CENTER	2908 DIF-LIBRARY	2909 DIF-CITY HALL
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	51,900	52,100	28,800
Use of Money & Property	-	46,600	25,700
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	51,900	98,700	54,500
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	51,900	98,700	54,500
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	51,900	98,700	54,500
Total Expenditures & Transfers Out	-	-	-
Net Change or **Proposed Use of Fund Balance**	**$ 51,900**	**$ 98,700**	**$ 54,500**

MV00204885

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2910 DIF-CORPORATE YARD	2911 DIF-INTERCHANGE IMPROVEMENT	2912 DIF-MAINTENANCE EQUIPMENT
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	16,000	20,600	3,400
Use of Money & Property	500	20,500	800
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	16,500	41,100	4,200
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	16,500	41,100	4,200
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	16,500	41,100	4,200
Total Expenditures & Transfers Out	-	-	-
Net Change or **Proposed Use of Fund Balance**	**$ 16,500**	**$ 41,100**	**$ 4,200**

MV00204886

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2913 DIF-ANIMAL SHELTER	3910 CELEBRATION PARK ENDOWMENT	3911 EQUESTRIAN TRAIL ENDOWMENT
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	6,100	-	-
Use of Money & Property	-	1,000	200
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	6,100	1,000	200
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	6,100	1,000	200
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	6,100	1,000	200
Total Expenditures & Transfers Out	-	-	-
Net Change or **Proposed Use of Fund Balance**	**$ 6,100**	**$ 1,000**	**$ 200**

MV00204887

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	3912 ROCKRIDGE PARK ENDOWMENT	3913 NPDES ENDOWMENT FUND	4011 ASSMT DIST 98-1 DEBT SERVICE
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ 2,800
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	1,800	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	1,800	-	2,800
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	2,700
Fixed Charges	-	-	100
Fixed Assets	-	-	-
Total Expenditures	-	-	2,800
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,800	-	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	1,800	-	2,800
Total Expenditures & Transfers Out	-	-	2,800
Net Change or **Proposed Use of Fund Balance**	**$ 1,800**	**$ -**	**$ -**

MV00204888

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	4015 CTRPT 87-4	4016 MV FOUNDATION - DONATIONS	4017 ARTS COMMISSION
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	3,500
Total Revenues	-	-	3,500
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	8,200
Material & Supplies	-	-	6,400
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	14,600
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	(11,100)
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	-	3,500
Total Expenditures & Transfers Out	-	-	14,600
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ -**	**$ (11,100)**

MV00204889

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	4019 CFD#5 STONERIDGE	Grand Total
Revenues:		
Taxes:		
Property Tax	$ -	$ 2,800
Property Tax in-lieu	-	-
Utility Users Tax	-	-
Sales Tax	-	-
Other Taxes	389,900	389,900
State Gasoline Tax	-	5,168,574
Licenses & Permits	-	-
Intergovernmental	-	13,540,779
Charges for Services	-	1,974,240
Use of Money & Property	100	360,581
Fines & Forfeitures	-	60,000
Miscellaneous	-	2,110,950
Total Revenues	390,000	23,607,824
Expenditures:		
Personnel Services	-	7,212,858
Contractual Services	3,300	9,293,900
Material & Supplies	-	1,062,499
Debt Service	336,600	339,300
Fixed Charges	50,000	1,654,131
Fixed Assets	-	-
Total Expenditures	389,900	19,562,688
Excess (Deficiency) of Revenues Over (Under) Expenditures	100	4,045,136
Transfers:		
Transfers In	-	1,688,797
Transfers Out	-	3,466,300
Net Transfers	-	(1,777,503)
Total Revenues & Transfers In	390,000	25,296,621
Total Expenditures & Transfers Out	389,900	23,028,988
Net Change or **Proposed Use of Fund Balance**	**$ 100**	**$ 2,267,633**

MV00204890

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
SPECIAL REVENUE FUNDS PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
2000 GAS TAX							
45122 Public Works - Sign/Striping	$ 3,078	$ 876,271	$ 960,771	$ 1,000,140	$ 39,369	$ 1,030,160	$ 30,020
45130 Crossing Guards	788	565,341	556,460	641,319	84,859	644,096	2,777
45220 Infrastructure Projects Eng	289,828	419,114	456,361	486,237	29,876	497,461	11,224
45311 Public Works - Street Maint	1,654,873	1,831,069	1,861,775	1,982,581	120,806	2,011,971	29,390
45312 Public Works - Concrete Maint	2,835	360,278	403,247	407,129	3,882	409,347	2,218
45314 Public Works - Graf Removal	310,666	322,895	377,834	381,594	3,760	383,743	2,149
45315 Public Works - Tree Trimming	373,341	437,059	429,367	433,697	4,330	436,171	2,474
92000 Non-Dept Gas Tax	-	-	-	-	-	-	-
2001 MEASURE A							
45122 Public Works - Sign/Striping	655,794	3,061	-	200,000	200,000	200,000	-
45230 Measure A	284,912	323,103	448,794	451,795	3,001	453,510	1,715
45311 Public Works - Street Maint	314,034	15,199	-	710,000	710,000	200,000	(510,000)
92001 Non-Dept Measure A	-	-	-	-	-	-	-
2005 AIR QUALITY MANAGEMENT							
45140 Air Quality Management	15,049	15,000	18,246	18,246	-	18,246	-
45141 Street Sweeping Program	-	(34)	-	-	-	-	-
45340 Public Works-Street Sweeping	188,426	191,793	201,064	203,202	2,138	204,494	1,292
2006 SPEC DIST ADMIN							
25701 Special Districts - General	-	-	875,137	814,095	(61,042)	813,358	(737)
25702 Special Districts - M&O On Call	-	-	2,000	21	(1,979)	33	12
45410 Special Districts - General	1,038,845	865,476	-	-	-	-	-

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City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
SPECIAL REVENUE FUNDS PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
45411 St Maint for Special Districts	-	-	-	-	-	-	-
92006 Non-Dept Spec Dist Admin	90,291	-	-	-	-	-	-
2007 STORM WATER MAINTENANCE							
45340 Public Works-Street Sweeping	176,219	254,111	253,173	254,037	864	254,531	494
45341 Public Works-Catch Basin Maint	126,385	173,628	194,912	196,711	1,799	197,739	1,028
20450 Stormwater - NPDES	495,333	527,295	642,609	576,389	(66,220)	585,849	9,460
20451 Stormwater Inspections	135,766	149,645	136,829	137,579	750	138,273	694
20452 Stormwater Plan Checks	122,892	120,800	136,903	110,227	(26,676)	111,100	873
20453 Stormwater Regulatory Permit	162,005	162,585	203,100	250,175	47,075	282,175	32,000
45340 Public Works-Street Sweeping	-	-	-	-	-	-	-
45351 Public Works - Storm Drains	-	-	-	-	-	-	-
92008 Non-Dept Storm Water Management	-	-	-	-	-	-	-
2010 CFD #4M							
25804 CFD No 4-M	-	-	48,200	35,300	(12,900)	33,300	(2,000)
45470 CFD #4M	27,886	19,930	-	-	-	-	-
2011 PUB/EDUC/GOVT ACCESS PROG FD							
16150 Pub Ed/Govt Access	433,343	566,141	1,164,224	845,570	(318,654)	790,996	(54,574)
92011 Non-Dept Pub Ed/Govt Access	-	-	-	-	-	-	-
2012 STRATEGY PLAN GRANT/SCE							
72201 Strategy Plan Grant - SCE	7,260	92,089	-	29,415	29,415	-	(29,415)
2013 CIVIL PENALTIES							
14011 Civil Penalties SB1137	19,905	118,729	81,401	39,415	(41,986)	39,811	396
2014 EMERGENCY SERVICES							

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City of Moreno Valley
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SPECIAL REVENUE FUNDS PROGRAM SUMMARY

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30150 AMR Emergency Fines	-	27,349	80,000	110,000	30,000	80,000	(30,000)
2016 DISASTER							
74202 October 2007 Wild Fires	-	-	-	-	-	-	-
74203 December 2010 Mudslides	55,796	-	-	-	-	-	-
92016 Non-Dept Disaster	-	-	390,300	-	(390,300)	-	-
2200 BEVERAGE CONTAINER RECYCLING							
77311 Beverage Container Recycling	15,053	46,650	24,821	55,300	30,479	55,300	-
92200 Non-Dept Beverage Container Recycling	-	-	-	-	-	-	-
2201 CHILD CARE GRANT							
75011 Child Care Grant	613,235	522,299	851,865	578,761	(273,104)	582,361	3,600
75012 Relocation of Portable Classrm	-	-	-	-	-	-	-
75111 CACFP Childs Place FY10-11	19,580	-	20,000	-	(20,000)	-	-
75112 CACFP Childs Place	-	33,119	-	34,000	34,000	34,000	-
92201 Non-Dept Child Care Grant	-	-	-	-	-	-	-
2202 ASES PROGRAM GRANT							
75211 CACFP At Risk - FY10-11	416,930	-	-	-	-	-	-
75212 CACFP At Risk	-	433,332	100,000	-	(100,000)	-	-
75307 ASES Program Grant - FY 06-07	-	-	-	-	-	-	-
75308 ASES Program Grant - FY 07-08	-	-	-	-	-	-	-
75309 ASES Program Grant - FY 08-09	-	-	-	-	-	-	-
75310 ASES Program Grant - FY 09-10	-	-	-	-	-	-	-
75311 ASES Program Grant - FY 10-11	5,656,025	-	-	-	-	-	-

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City of Moreno Valley
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SPECIAL REVENUE FUNDS PROGRAM SUMMARY

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75312 ASES Program Grant	(9)	5,756,020	6,075,017	6,080,840	5,823	6,081,434	594
92202 Non-Dept Stars Program Grant	-	-	-	-	-	-	-
2206 USED OIL BLOCK GRANTS							
77401 UBG15 Used Oil Recyclg Fd09/10	723	24,353	25,148	-	(25,148)	-	-
77404 UBG9 Used Oil Recyclg FD 03/04	-	-	-	-	-	-	-
77405 UBG10 Used Oil Recyclg FD04/05	-	-	-	-	-	-	-
77406 UBG11 Used Oil Recyclg FD05/06	-	-	-	-	-	-	-
77407 UBG12 Used Oil Recyclg FD06/07	-	-	-	-	-	-	-
77408 UBG13 Used Oil Recyclg FD07/08	-	-	4,473	-	(4,473)	-	-
77409 UBG14 Used Oil Recyclg FD08/09	27,794	-	-	-	-	-	-
92206 Non-Dept Used Oil Block Grants	-	-	-	-	-	-	-
2207 OIL PAYMENT GRANT							
77410 OPP 1A - FY 2009/10	-	-	7,674	-	(7,674)	-	-
77411 OPP 1 - FY 2010/11	-	56,861	52,635	-	(52,635)	-	-
77412 OPP 2 - FY 2011/12 & FY 2012/13	-	3,222	-	-	-	-	-
77413 OPP2 Grant	-	-	-	56,630	56,630	56,630	-
2209 TIRE RUBBERIZED GRANTS							
77351 TRI16-06-1 Targeted Rubberized	-	93,526	-	-	-	-	-
77352 Rubberized Pavement Grant	-	-	-	-	-	-	-
2410 SLESF GRANTS							
76012 SLESF Grant	188,741	301,305	315,970	-	(315,970)	-	-

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City of Moreno Valley
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SPECIAL REVENUE FUNDS PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
2503 EMPG-EMERGENCY MGMT GRANT							
74101 EMPG- Emergncy Mgmt Prep	69,451	103,800	75,259	74,506	(753)	74,932	426
2504 EPA GRANT-BOX SPRINGS WATER							
72503 EPA Grant - Box Springs Water	-	-	-	-	-	-	-
92504 Non-Dept EPA Grant-Box Springs Water	-	-	-	-	-	-	-
2505 ETA JOB TRAINING GRANT							
72506 ETA Job Training Grant Program	13,553	-	-	-	-	-	-
2506 HOME(FEDERAL)							
72651 Community Housing Dev Org	-	-	-	-	-	-	-
72652 Multi-Family Projects	-	-	-	-	-	-	-
72653 Multi-Family Perris Isle Senior	-	-	-	-	-	-	-
72654 Multi-Family Housing Development	-	-	-	-	-	-	-
72655 Habitat for Humanity - Graham	65,956	-	-	-	-	-	-
72656 Hemlock Family Apartments	-	304	1,200,000	-	(1,200,000)	-	-
72657 Home Administration	49,740	133,263	449,073	902,077	453,004	564,780	(337,297)
2507 NEIGHBORHOOD STABILIZATION PROG							
72701 NSP 1	2,991,605	1,212,990	4,194,892	1,694,016	(2,500,876)	-	(1,694,016)
72703 NSP 3	-	19,126	3,675,849	1,772,435	(1,903,414)	-	(1,772,435)
2508 HOMELESSNESS PREVENTION PROG							
72704 Multi-Family Housing Development	229,466	81,926	-	-	-	-	-
2510 EECBG							
73501 City Hall HVAC	170,019	572,206	50,000	-	(50,000)	-	-
73502 City Hall Solar Film	41,352	223	-	-	-	-	-

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City of Moreno Valley
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SPECIAL REVENUE FUNDS PROGRAM SUMMARY

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73503 City Hall Interior Lights	51,031	-	-	-	-	-	-
73504 City Hall Prkg Lot Lights	-	-	-	-	-	-	-
73505 Sr Ctr Int & Ext Lights	11,167	-	-	-	-	-	-
73506 Fire Station #6 Lights	10,226	-	-	-	-	-	-
73507 Fire Station #48 Lights	4,171	-	-	-	-	-	-
73508 Fire Station #65 Lights	4,414	-	-	-	-	-	-
73509 Library Int & Ext Lights	32,321	-	-	-	-	-	-
73510 LED Street Sign Lights	104,418	161,909	198,600	-	(198,600)	-	-
73511 Independence Program	-	-	-	-	-	-	-
73512 Strategy Task Force	133,772	138,308	189,972	-	(189,972)	-	-
73513 ArcLogistics Software	65,259	976	-	-	-	-	-
73514 Shadow Mountain Lights	16,813	-	-	-	-	-	-
73515 EECG Grant Administration	7,436	4,986	6,821	-	(6,821)	-	-
73516 Bike Rack Project	-	-	-	-	-	-	-
2511 FY10 EOC GRANT							
74011 EOC Grant	21,401	88,584	400,000	-	(400,000)	-	-
2512 COMM DEV BLOCK GRANT (CDBG)							
72600 CDBG 1999-00 & Prior	-	-	-	-	-	-	-
72602 CDBG 2001-02	30,000	30,000	30,000	-	(30,000)	-	-
72606 CDBG 2005-06	-	-	-	-	-	-	-
72607 CDBG 2006-07	-	-	-	-	-	-	-
72608 CDBG 2007-08	-	-	-	-	-	-	-
72609 CDBG 2008-09	-	-	-	-	-	-	-
72610 CDBG 2009-10	-	-	-	-	-	-	-
72611 CDBG 2010-11	1,245,318	1,066,635	2,357,033	2,575,197	218,164	1,808,387	(766,810)
92512 Non-Dept Comm Dev Block Grant (CDBG)	-	-	-	-	-	-	-
2513 CDBG RECOVERY ACT OF 2009							
72501 CDBG Recovery Act of 2009	224,133	30,700	-	-	-	-	-

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City of Moreno Valley
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SPECIAL REVENUE FUNDS PROGRAM SUMMARY

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92513 Non-Dept CDBG Recovery Act Of 2009	107,841	-	-	-	-	-	-
2705 OTS GRANTS PUBLIC SAFETY							
76018 Pedestrian Safety/Public Ed	-	-	-	-	-	-	-
76109 Office of Traffic Safety	(593)	-	-	-	-	-	-
76110 DUI Enforce & Awareness AL1029	62,037	-	51,200	51,200	-	51,200	-
76111 DUI Enforce & Awareness AL1142	142,066	60,912	-	-	-	-	-
76112 DUI Enf & Awareness Grant	-	131,430	59,000	-	(59,000)	-	-
76208 Avoid the 30 AL0842	2,829	-	30,000	30,000	-	30,000	-
76211 Avoid the 30 AL1104	24,674	1,167	-	-	-	-	-
76212 Avoid the 30 Program	-	8,553	9,500	-	(9,500)	-	-
76213 Avoid the 30 Grant #AL1387	-	-	18,000	-	(18,000)	-	-
76308 Click It or Ticket CT08272	-	-	-	-	-	-	-
76309 Click It or Ticket CT09272	-	-	-	-	-	-	-
76310 Click It or Ticket CT10272	5,019	-	-	-	-	-	-
76408 Sobriety Checkpoint SC08272	-	-	-	-	-	-	-
76409 Sobriety Checkpoint SC09272	-	-	-	-	-	-	-
76410 Sobriety Checkpoint SC10272	83,219	-	-	-	-	-	-
76411 Sobriety Mini Checkpoint SC12272	-	32,464	26,000	-	(26,000)	-	-
76412 Sobriety Checkpoint SC13272	-	-	153,000	-	(153,000)	-	-
76601 STEP Grant #PT1303	-	-	90,000	-	(90,000)	-	-
92705 Non-Dept OTS Grants Public Safety	-	-	-	-	-	-	-

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City of Moreno Valley
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2715 JAG GRANTS							
72105 Code JAG 2005 DX-BX-0942	-	-	-	-	-	-	-
72109 Code JAG 2009 DJ-BX-1178	40,274	39,502	1,731	-	(1,731)	-	-
72110 Code JAG 2010 DJ-BX-1238	42,699	68,961	2,032	-	(2,032)	-	-
72111 Code JAG 2011 Grant	-	11,154	82,530	21,378	(61,152)	-	(21,378)
72112 Code JAG 2012 DJ-BX-0695	-	-	-	63,227	63,227	-	(63,227)
72703 NSP 3	-	-	-	-	-	-	-
76505 JAG 2004-05	-	-	-	-	-	-	-
76507 JAG 2006-07	-	-	-	-	-	-	-
76508 JAG 2007-08 DJ-BX-0146	10,850	-	-	-	-	-	-
76509 JAG 2008-09 SB-59-2366	39,408	26,263	128,900	-	(128,900)	-	-
76510 JAG 2009-10 DD-BX-0445	91,997	150,488	435,000	-	(435,000)	-	-
2800 SCAG ARTICLE 3 FUND							
92800 Non-Dept SCAG Article 3 Fund	-	-	-	-	-	-	-
2803 TARGET GRANT - PD							
76017 Target Grant - PD	-	-	-	-	-	-	-
2901 DIF - ARTERIAL STREETS							
92901 Non-Dept DIF - Arterial Streets	1,413,675	5,474,700	1,679,700	1,118,200	(561,500)	1,120,200	2,000
2902 DIF - TRAFFIC SIGNALS							
92902 Non-Dept DIF - Traffic Signals	-	1,530,000	780,000	720,000	(60,000)	720,000	-
2903 DIF - FIRE							
92903 Non-Dept DIF - Fire	254,008	254,000	254,000	256,400	2,400	257,200	800
2904 DIF - POLICE							
92904 Non-Dept DIF - Police	676,810	676,800	676,800	678,600	1,800	677,600	(1,000)
2905 DIF-PARKLAND FACILITIES							

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City of Moreno Valley
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SPECIAL REVENUE FUNDS PROGRAM SUMMARY

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92905 Non-Dept DIF - Parkland Facilities	-	325,833	70,000	70,000	-	70,000	-
2906 DIF-QUIMBY IN-LIEU PARK FEES							
92906 Non-Dept DIF - Quimby In-Lieu Park Fees	-	51,775	621,300	621,300	-	621,300	-
2907 DIF-REC CENTER							
92907 Non-Dept DIF - Rec Center	-	-	-	-	-	-	-
2908 DIF-LIBRARY							
92908 Non-Dept DIF - Library	-	4,000,000	-	-	-	-	-
2909 DIF-CITY HALL							
92909 Non-Dept DIF - City Hall	-	-	400,000	-	(400,000)	-	-
2910 DIF-CORPORATE YARD							
92910 Non-Dept DIF - Corporate Yard	-	2,500,000	-	-	-	-	-
2911 DIF-INTERCHANGE IMPROVEMENT							
92911 Non-Dept DIF - Interchange Improvement	1,740,000	-	-	-	-	-	-
2912 DIF-MAINTENANCE EQUIPMENT							
92912 Non-Dept DIF - Maintenance Equipment	-	-	-	-	-	-	-
2913 DIF-ANIMAL SHELTER							
92913 Non-Dept DIF - Animal Shelter	-	-	-	-	-	-	-
3911 EQUESTRIAN TRAIL ENDOWMENT							
35020 Equestrian Trail Endowment	289	-	-	-	-	-	-
4011 ASSMT DIST 98-1 DEBT SERVICE							
25802 AD No 98-1	-	-	2,750	2,700	(50)	2,800	100
45475 Assessment District 98-1	3,508	0	-	-	-	-	-
94011 Non-Dept Assmt Dist 98-1 Debt Service	-	-	-	-	-	-	-

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City of Moreno Valley
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SPECIAL REVENUE FUNDS PROGRAM SUMMARY

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4015 CTRPT 87-4							
25801 AD No 87-4	-	-	-	-	-	-	-
45476 Centerpointe 87-4	-	-	-	-	-	-	-
94015 Non-Dept Ctrpt 87-4	-	-	-	-	-	-	-
4016 MV FOUNDATION - DONATIONS							
16311 MV Foundation	-	-	-	-	-	-	-
16312 Mayors Cup 2007	-	-	-	-	-	-	-
16313 Mayors Cup 2008	-	-	-	-	-	-	-
16314 Comedy Night	-	-	-	-	-	-	-
4017 ARTS COMMISSION							
35030 Arts Commission	504	-	1,000	14,600	13,600	14,600	-
4019 CFD#5 STONERIDGE							
25805 CFD No 5	-	-	382,000	382,000	-	389,900	7,900
45477 CFD #5 Stoneridge	376,063	384,309	-	-	-	-	-
	$ 24,633,817	**$ 35,082,860**	**$ 36,182,252**	**$ 28,168,241**	**$ (8,014,011)**	**$ 23,028,988**	**$ (5,139,253)**

MV00204900

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Capital Project Funds

	3000 FACILITY CONSTRUCTION	3001 CAPITAL IMPROVEMENTS	3002 PW GENERAL CAPITAL PROJECTS
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	-	-
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	-	-
Total Expenditures & Transfers Out	-	-	-
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ -**	**$ -**

MV00204901

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Capital Project Funds

	3003 TUMF CAPITAL PROJECTS	3005 FIRE SERVICES CAPITAL	3006 PARKS & RECREATION CAPITAL PROJ
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	5,300,000	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	5,300,000	-	-
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	5,300,000	-	-
Transfers:			
Transfers In	-	-	691,300
Transfers Out	-	-	407,995
Net Transfers	-	-	283,305
Total Revenues & Transfers In	5,300,000	-	691,300
Total Expenditures & Transfers Out	-	-	407,995
Net Change or **Proposed Use of Fund Balance**	**$ 5,300,000**	**$ -**	**$ 283,305**

MV00204902

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Capital Project Funds

	3007 PARK ACQUISITION & DEVELOPMENT	3301 DIF ARTERIAL STREETS CAPITAL PRO	3302 DIF TRAFFIC SIGNAL CAPITAL PROJ
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	895,000
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	500	500
Total Revenues	-	500	895,500
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	500	895,500
Transfers:			
Transfers In	-	-	720,000
Transfers Out	-	727,903	-
Net Transfers	-	(727,903)	720,000
Total Revenues & Transfers In	-	500	1,615,500
Total Expenditures & Transfers Out	-	727,903	-
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ (727,403)**	**$ 1,615,500**

MV00204903

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Capital Project Funds

	3311 DIF INTERCHANGE IMPROV CAP PROJ	3401 2005 LEASE REV BONDS-CAP ADMIN	3405 TOWNGATE IMPR SPCL TAX CAP ADMIN
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	-	-
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	3,600
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	30,200
Fixed Assets	-	-	-
Total Expenditures	-	-	33,800
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	(33,800)
Transfers:			
Transfers In	-	-	33,800
Transfers Out	-	-	-
Net Transfers	-	-	33,800
Total Revenues & Transfers In	-	-	33,800
Total Expenditures & Transfers Out	-	-	33,800
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ -**	**$ -**

MV00204904

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Capital Project Funds

	3406 2007 TWNGTE SPC TAX REF CAP ADM	3407 AUTOMALL CAP-ADMIN	3451 WARNER RANCH ASDST	Grand Total
Revenues:				
Taxes:				
Property Tax	$ -	$ -	$ -	$ -
Property Tax in-lieu	-	-	-	-
Utility Users Tax	-	-	-	-
Sales Tax	-	-	-	-
Other Taxes	-	-	-	-
State Gasoline Tax	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	-	-	-	6,195,000
Charges for Services	-	-	-	-
Use of Money & Property	-	-	-	-
Fines & Forfeitures	-	-	-	-
Miscellaneous	-	-	-	1,000
Total Revenues	-	-	-	6,196,000
Expenditures:				
Personnel Services	-	-	-	-
Contractual Services	3,300	4,100	-	11,000
Material & Supplies	-	-	-	-
Debt Service	-	-	-	-
Fixed Charges	151,300	59,800	-	241,300
Fixed Assets	-	-	-	-
Total Expenditures	154,600	63,900	-	252,300
Excess (Deficiency) of Revenues Over (Under) Expenditures	(154,600)	(63,900)	-	5,943,700
Transfers:				
Transfers In	154,600	63,900	-	1,663,600
Transfers Out	-	-	-	1,135,898
Net Transfers	154,600	63,900	-	527,702
Total Revenues & Transfers In	154,600	63,900	-	7,859,600
Total Expenditures & Transfers Out	154,600	63,900	-	1,388,198
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ -**	**$ -**	**$ 6,471,402**

MV00204905

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Capital Project Funds

	3000 FACILITY CONSTRUCTION	3001 CAPITAL IMPROVEMENTS	3002 PW GENERAL CAPITAL PROJECTS
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	-	-
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	-	-
Total Expenditures & Transfers Out	-	-	-
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ -**	**$ -**

MV00204906

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Capital Project Funds

	3003 TUMF CAPITAL PROJECTS	3005 FIRE SERVICES CAPITAL	3006 PARKS & RECREATION CAPITAL PROJ
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	-	-
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-
Transfers:			
Transfers In	-	-	691,300
Transfers Out	-	-	407,995
Net Transfers	-	-	283,305
Total Revenues & Transfers In	-	-	691,300
Total Expenditures & Transfers Out	-	-	407,995
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ -**	**$ 283,305**

MV00204907

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Capital Project Funds

	3007 PARK ACQUISITION & DEVELOPMENT	3301 DIF ARTERIAL STREETS CAPITAL PRO	3302 DIF TRAFFIC SIGNAL CAPITAL PROJ
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	500	500
Total Revenues	-	500	500
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	500	500
Transfers:			
Transfers In	-	-	720,000
Transfers Out	-	727,903	-
Net Transfers	-	(727,903)	720,000
Total Revenues & Transfers In	-	500	720,500
Total Expenditures & Transfers Out	-	727,903	-
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ (727,403)**	**$ 720,500**

MV00204908

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Capital Project Funds

	3311 DIF INTERCHANGE IMPROV CAP PROJ	3401 2005 LEASE REV BONDS-CAP ADMIN	3405 TOWNGATE IMPR SPCL TAX CAP ADMIN
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	-	-
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	3,600
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	30,900
Fixed Assets	-	-	-
Total Expenditures	-	-	34,500
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	(34,500)
Transfers:			
Transfers In	-	-	34,500
Transfers Out	-	-	-
Net Transfers	-	-	34,500
Total Revenues & Transfers In	-	-	34,500
Total Expenditures & Transfers Out	-	-	34,500
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ -**	**$ -**

MV00204909

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Capital Project Funds

	3406 2007 TWNGTE SPC TAX REF CAP ADM	3407 AUTOMALL CAP-ADMIN	3451 WARNER RANCH ASDST	Grand Total
Revenues:				
Taxes:				
Property Tax	$ -	$ -	$ -	$ -
Property Tax in-lieu	-	-	-	-
Utility Users Tax	-	-	-	-
Sales Tax	-	-	-	-
Other Taxes	-	-	-	-
State Gasoline Tax	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Use of Money & Property	-	-	-	-
Fines & Forfeitures	-	-	-	-
Miscellaneous	-	-	-	1,000
Total Revenues	-	-	-	1,000
Expenditures:				
Personnel Services	-	-	-	-
Contractual Services	3,300	4,100	-	11,000
Material & Supplies	-	-	-	-
Debt Service	-	-	-	-
Fixed Charges	154,400	59,800	-	245,100
Fixed Assets	-	-	-	-
Total Expenditures	157,700	63,900	-	256,100
Excess (Deficiency) of Revenues Over (Under) Expenditures	(157,700)	(63,900)	-	(255,100)
Transfers:				
Transfers In	157,700	63,900	-	1,667,400
Transfers Out	-	-	-	1,135,898
Net Transfers	157,700	63,900	-	531,502
Total Revenues & Transfers In	157,700	63,900	-	1,668,400
Total Expenditures & Transfers Out	157,700	63,900	-	1,391,998
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ -**	**$ -**	**$ 276,402**

MV00204910

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
CAPITAL PROJECTS FUNDS PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
3000 FACILITY CONSTRUCTION							
93000 Non-Dept Facility Construction	$ -	$ 2,400,000	$ -	$ -	$ -	$ -	$ -
3001 CAPITAL IMPROVEMENTS							
93001 Non-Dept Capital Improvements	-	-	-	-	-	-	-
3003 TUMF CAPITAL PROJECTS							
93003 Non-Dept Tumf Capital Projects	-	-	-	-	-	-	-
3005 FIRE SERVICES CAPITAL							
30160 Fire Capital	-	15	-	-	-	-	-
93005 Non-Dept Fire Services Capital	-	-	-	-	-	-	-
3006 PARKS & RECREATION CAPITAL PROJ							
93006 Non-Dept Parks & Recreation Capital Proj	-	34,000	407,995	407,995	-	407,995	-
3007 PARK ACQUISITION & DEVELOPMENT							
93007 Non-Dept Park Acquisition & Development	230	-	-	-	-	-	-
3301 DIF ARTERIAL STREETS CAPITAL PRO							
93301 Non-Dept DIF Arterial Streets Capital Pro	-	60,659	727,903	727,903	-	727,903	-
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ							
93302 Non-Dept DIF Traffic Signal Capital Proj	-	-	-	-	-	-	-
3401 2005 LEASE REV BONDS-CAP ADMIN							
93401 Non-Dept 2005 Lease Rev Bonds-Cap Admin	771	164	-	-	-	-	-
3405 TOWNGATE IMPR SPCL TAX CAP ADMIN							
93405 Non-Dept Towngate Impr Spcl Tax Cap Admin	47,603	32,602	32,600	33,800	1,200	34,500	700
3406 2007 TWNGTE SPC TAX REF CAP ADM							

MV00204911

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
CAPITAL PROJECTS FUNDS PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
93406 Non-Dept 2007 Twngte Spc Tax Ref Cap Adm	140,905	147,314	148,600	154,600	6,000	157,700	3,100
3407 AUTOMALL CAP-ADMIN							
93407 Non-Dept Automall Cap-Admin	138,508	63,867	63,800	63,900	100	63,900	-
3451 WARNER RANCH ASDST							
93451 Non-Dept Warner Ranch Asdst	2,769	-	800	-	(800)	-	-
	$ 330,785	**$ 2,738,621**	**$ 1,381,698**	**$ 1,388,198**	**$ 6,500**	**$ 1,391,998**	**$ 3,800**

MV00204912

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Enterprise Fund

	6010 ELECTRIC	6011 ELECTRIC - PUBLIC PURPOSE	6020 2007 TAXABLE LEASE REVENUE BONDS
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	18,915,548	-	-
Use of Money & Property	80,500	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	123,488	-	-
Total Revenues	19,119,536	-	-
Expenditures:			
Personnel Services	749,184	-	-
Contractual Services	377,740	-	3,500
Material & Supplies	171,700	-	-
Debt Service	43,520	-	1,831,644
Fixed Charges	1,519,494	-	-
Fixed Assets	13,451,429	-	-
Total Expenditures	16,313,067	-	1,835,144
Excess (Deficiency) of Revenues Over (Under) Expenditures	2,806,469	-	(1,835,144)
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	19,119,536	-	-
Total Expenditures & Transfers Out	16,313,067	-	1,835,144
Net Change or **Proposed Use of Fund Balance**	**$ 2,806,469**	**$ -**	**$ (1,835,144)**

MV00204913

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Enterprise Fund

	6030 2005 LEASE REVENUE BONDS	Grand Total
Revenues:		
Taxes:		
Property Tax	$ -	$ -
Property Tax in-lieu	-	-
Utility Users Tax	-	-
Sales Tax	-	-
Other Taxes	-	-
State Gasoline Tax	-	-
Licenses & Permits	-	-
Intergovernmental	-	-
Charges for Services	-	18,915,548
Use of Money & Property	-	80,500
Fines & Forfeitures	-	-
Miscellaneous	-	123,488
Total Revenues	-	19,119,536
Expenditures:		
Personnel Services	-	749,184
Contractual Services	-	381,240
Material & Supplies	-	171,700
Debt Service	322,763	2,197,927
Fixed Charges	-	1,519,494
Fixed Assets	-	13,451,429
Total Expenditures	322,763	18,470,974
Excess (Deficiency) of Revenues Over (Under) Expenditures	(322,763)	648,562
Transfers:		
Transfers In	-	-
Transfers Out	-	-
Net Transfers	-	-
Total Revenues & Transfers In	-	19,119,536
Total Expenditures & Transfers Out	322,763	18,470,974
Net Change or **Proposed Use of Fund Balance**	**$ (322,763)**	**$ 648,562**

MV00204914

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Enterprise Fund

	6010 ELECTRIC	6011 ELECTRIC - PUBLIC PURPOSE	6020 2007 TAXABLE LEASE REVENUE BONDS
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	19,285,102	-	-
Use of Money & Property	80,500	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	125,878	-	-
Total Revenues	19,491,480	-	-
Expenditures:			
Personnel Services	784,095	-	-
Contractual Services	380,525	-	3,500
Material & Supplies	151,700	-	-
Debt Service	43,520	-	1,827,495
Fixed Charges	1,519,494	-	-
Fixed Assets	13,829,635	-	-
Total Expenditures	16,708,969	-	1,830,995
Excess (Deficiency) of Revenues Over (Under) Expenditures	2,782,511	-	(1,830,995)
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	19,491,480	-	-
Total Expenditures & Transfers Out	16,708,969	-	1,830,995
Net Change or **Proposed Use of Fund Balance**	**$ 2,782,511**	**$ -**	**$ (1,830,995)**

MV00204915

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Enterprise Fund

	6030 2005 LEASE REVENUE BONDS	Grand Total
Revenues:		
Taxes:		
Property Tax	$ -	$ -
Property Tax in-lieu	-	-
Utility Users Tax	-	-
Sales Tax	-	-
Other Taxes	-	-
State Gasoline Tax	-	-
Licenses & Permits	-	-
Intergovernmental	-	-
Charges for Services	-	19,285,102
Use of Money & Property	-	80,500
Fines & Forfeitures	-	-
Miscellaneous	-	125,878
Total Revenues	-	19,491,480
Expenditures:		
Personnel Services	-	784,095
Contractual Services	-	384,025
Material & Supplies	-	151,700
Debt Service	322,263	2,193,278
Fixed Charges	-	1,519,494
Fixed Assets	-	13,829,635
Total Expenditures	322,263	18,862,227
Excess (Deficiency) of Revenues Over (Under) Expenditures	(322,263)	629,253
Transfers:		
Transfers In	-	-
Transfers Out	-	-
Net Transfers	-	-
Total Revenues & Transfers In	-	19,491,480
Total Expenditures & Transfers Out	322,263	18,862,227
Net Change or **Proposed Use of Fund Balance**	**$ (322,263)**	**$ 629,253**

MV00204916

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
ENTERPRISE FUND PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
6010 ELECTRIC							
45510 Electric Utility - General	$ 12,312,859	$ 14,775,305	$ 15,268,462	$ 15,591,767	$ 323,305	$ 15,862,669	$ 270,902
45511 Public Purpose Program	482,152	329,070	690,000	721,300	31,300	846,300	125,000
96010 Non-Dept Electric	-	-	-	-	-	-	-
6011 ELECTRIC - PUBLIC PURPOSE PRGMS							
45511 Public Purpose Program	-	-	-	-	-	-	-
6020 2007 TAXABLE LEASE REVENUE BONDS							
45520 2007 Taxable Lease Rev Bonds	1,433,876	1,410,668	1,834,883	1,835,144	261	1,830,995	(4,149)
96020 Non-Dept 2007 Taxable Lease Revenue Bonds	-	-	-	-	-	-	-
6030 2005 LEASE REVENUE BONDS							
45530 2005 Lease Revenue Bonds	217,740	212,658	318,338	322,763	4,425	322,263	(500)
96030 Non-Dept 2005 Lease Revenue Bonds	-	-	-	-	-	-	-
	$ 14,446,627	**$ 16,727,701**	**$ 18,111,683**	**$ 18,470,974**	**$ 359,291**	**$ 18,862,227**	**$ 391,253**

MV00204917

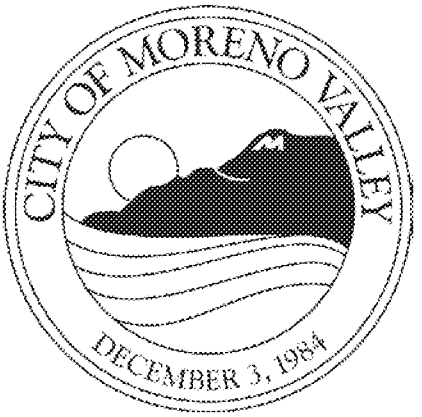

MV00204918

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Internal Service Funds

	7010 GENERAL LIABILITY INSURANCE	7110 WORKERS' COMPENSATION	7210 TECHNOLOGY SERVICES
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	793,152	-	3,989,300
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	785,600	633,000
Total Revenues	793,152	785,600	4,622,300
Expenditures:			
Personnel Services	198,191	57,516	1,935,700
Contractual Services	207,500	55,100	1,243,686
Material & Supplies	950,700	378,969	827,490
Debt Service	-	-	-
Fixed Charges	12,500	3,100	876,150
Fixed Assets	59,000	204,000	533,200
Total Expenditures	1,427,891	698,685	5,416,226
Excess (Deficiency) of Revenues Over (Under) Expenditures	(634,739)	86,915	(793,926)
Transfers:			
Transfers In	-	-	-
Transfers Out	43,950	4,500	-
Net Transfers	(43,950)	(4,500)	-
Total Revenues & Transfers In	793,152	785,600	4,622,300
Total Expenditures & Transfers Out	1,471,841	703,185	5,416,226
Net Change or **Proposed Use of Fund Balance**	**$ (678,689)**	**$ 82,415**	**$ (793,926)**

MV00204919

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Internal Service Funds

	7310 FACILITIES MAINTENANCE	7410 EQUIPMENT MAINTENANCE	7510 EQUIPT REPLACEMENT RESERVE
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	4,343,850	794,334	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	137,736	3,800	2,284,402
Total Revenues	4,481,586	798,134	2,284,402
Expenditures:			
Personnel Services	827,372	234,079	-
Contractual Services	2,111,720	26,800	-
Material & Supplies	394,650	431,984	-
Debt Service	-	-	-
Fixed Charges	660,205	96,100	120,000
Fixed Assets	-	-	-
Total Expenditures	3,993,947	788,963	120,000
Excess (Deficiency) of Revenues Over (Under) Expenditures	487,639	9,171	2,164,402
Transfers:			
Transfers In	-	-	-
Transfers Out	816,063	-	1,378,600
Net Transfers	(816,063)	-	(1,378,600)
Total Revenues & Transfers In	4,481,586	798,134	2,284,402
Total Expenditures & Transfers Out	4,810,010	788,963	1,498,600
Net Change or **Proposed Use of Fund Balance**	**$ (328,424)**	**$ 9,171**	**$ 785,802**

MV00204920

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Internal Service Funds

	7911 GRAPHICS SUPPORT	Grand Total
Revenues:		
Taxes:		
Property Tax	$ -	$ -
Property Tax in-lieu	-	-
Utility Users Tax	-	-
Sales Tax	-	-
Other Taxes	-	-
State Gasoline Tax	-	-
Licenses & Permits	-	-
Intergovernmental	-	-
Charges for Services	-	9,920,636
Use of Money & Property	-	-
Fines & Forfeitures	-	-
Miscellaneous	-	3,844,538
Total Revenues	-	13,765,174
Expenditures:		
Personnel Services	-	3,252,858
Contractual Services	-	3,644,806
Material & Supplies	-	2,983,793
Debt Service	-	-
Fixed Charges	-	1,768,055
Fixed Assets	-	796,200
Total Expenditures	-	12,445,712
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	1,319,462
Transfers:		
Transfers In	-	-
Transfers Out	-	2,243,113
Net Transfers	-	(2,243,113)
Total Revenues & Transfers In	-	13,765,174
Total Expenditures & Transfers Out	-	14,688,825
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ (923,651)**

MV00204921

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Internal Service Funds

	7010 GENERAL LIABILITY INSURANCE	7110 WORKERS' COMPENSATION	7210 TECHNOLOGY SERVICES
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	793,152	-	3,989,300
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	785,600	293,000
Total Revenues	793,152	785,600	4,282,300
Expenditures:			
Personnel Services	198,877	57,945	1,945,522
Contractual Services	207,500	55,100	1,263,847
Material & Supplies	950,700	378,969	738,490
Debt Service	-	-	-
Fixed Charges	12,500	3,100	876,150
Fixed Assets	59,000	204,000	533,200
Total Expenditures	1,428,577	699,114	5,357,209
Excess (Deficiency) of Revenues Over (Under) Expenditures	(635,425)	86,486	(1,074,909)
Transfers:			
Transfers In	-	-	-
Transfers Out	43,950	4,500	-
Net Transfers	(43,950)	(4,500)	-
Total Revenues & Transfers In	793,152	785,600	4,282,300
Total Expenditures & Transfers Out	1,472,527	703,614	5,357,209
Net Change or **Proposed Use of Fund Balance**	**$ (679,375)**	**$ 81,986**	**$ (1,074,909)**

MV00204922

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Internal Service Funds

	7310 FACILITIES MAINTENANCE	7410 EQUIPMENT MAINTENANCE	7510 EQUIPT REPLACEMENT RESERVE
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	4,343,850	782,334	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	137,736	3,800	2,284,402
Total Revenues	4,481,586	786,134	2,284,402
Expenditures:			
Personnel Services	833,033	235,641	-
Contractual Services	1,977,470	14,800	-
Material & Supplies	164,650	431,984	-
Debt Service	-	-	-
Fixed Charges	660,205	96,100	120,000
Fixed Assets	-	-	-
Total Expenditures	3,635,358	778,525	120,000
Excess (Deficiency) of Revenues Over (Under) Expenditures	846,228	7,609	2,164,402
Transfers:			
Transfers In	-	-	-
Transfers Out	816,563	-	166,181
Net Transfers	(816,563)	-	(166,181)
Total Revenues & Transfers In	4,481,586	786,134	2,284,402
Total Expenditures & Transfers Out	4,451,921	778,525	286,181
Net Change or **Proposed Use of Fund Balance**	**$ 29,665**	**$ 7,609**	**$ 1,998,221**

MV00204923

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Internal Service Funds

	7911 GRAPHICS SUPPORT	Grand Total
Revenues:		
Taxes:		
Property Tax	$ -	$ -
Property Tax in-lieu	-	-
Utility Users Tax	-	-
Sales Tax	-	-
Other Taxes	-	-
State Gasoline Tax	-	-
Licenses & Permits	-	-
Intergovernmental	-	-
Charges for Services	-	9,908,636
Use of Money & Property	-	-
Fines & Forfeitures	-	-
Miscellaneous	-	3,504,538
Total Revenues	-	13,413,174
Expenditures:		
Personnel Services	-	3,271,018
Contractual Services	-	3,518,717
Material & Supplies	-	2,664,793
Debt Service	-	-
Fixed Charges	-	1,768,055
Fixed Assets	-	796,200
Total Expenditures	-	12,018,783
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	1,394,391
Transfers:		
Transfers In	-	-
Transfers Out	-	1,031,194
Net Transfers	-	(1,031,194)
Total Revenues & Transfers In	-	13,413,174
Total Expenditures & Transfers Out	-	13,049,977
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ 363,197**

MV00204924

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
INTERNAL SERVICE FUNDS PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
7010 GENERAL LIABILITY INSURANCE							
14020 General Liability	$ 897,043	$ 856,960	$ 1,410,352	$ 1,427,891	$ 17,539	$ 1,428,577	$ 686
97010 Non-Dept General Liability Ins	-	43,950	43,950	43,950	-	43,950	-
7110 WORKERS' COMPENSATION							
18120 Workers Compensation	330,062	201,199	670,887	671,287	400	671,516	229
18130 Workers Compensation - Claims	43,266	13,066	27,048	27,398	350	27,598	200
97110 Non-Dept Workers Compensation	263,000	4,500	4,500	4,500	-	4,500	-
7210 TECHNOLOGY SERVICES							
25410 Enterprise Applications	1,113,277	1,427,982	1,729,553	1,539,944	(189,609)	1,573,258	33,314
25411 Network Operations	1,107,088	1,187,719	1,491,617	1,596,030	104,413	1,512,985	(83,045)
25412 Telecommunications	723,175	767,603	1,052,038	1,080,664	28,626	1,067,653	(13,011)
25413 Geographic Information Systems	601,614	454,469	919,180	666,388	(252,792)	670,113	3,725
25450 Enterprise Permitting System	-	-	-	-	-	-	-
25451 Class Recreation Software Imp	-	-	33,200	33,200	-	33,200	-
25452 Records Management System	-	20,150	109,000	-	(109,000)	-	-
25453 ERP Replacement Project	-	1,067,258	2,001,093	500,000	(1,501,093)	500,000	-
25454 Interactive Voice Response Sys	-	-	-	-	-	-	-
97210 Non-Dept Technology Services	-	(1,258,576)	-	-	-	-	-
7310 FACILITIES MAINTENANCE							
18140 Sec Grds - moved to FASD - DEL	-	-	-	-	-	-	-
18410 Facilities - General	-	-	988,227	994,737	6,510	993,971	(766)
18411 City Hall	-	-	725,400	810,055	84,655	605,055	(205,000)
18412 Corporate Yard	-	-	121,850	128,715	6,865	133,465	4,750

MV00204925

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
INTERNAL SERVICE FUNDS PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
18413 Transportation Trailer	-	-	5,400	5,415	15	5,415	-
18414 Public Safety Building	-	-	352,100	358,615	6,515	358,115	(500)
18415 Library - Facilities Maint	-	-	84,600	158,320	73,720	87,820	(70,500)
18416 Pro Shop	-	-	27,700	43,120	15,420	42,620	(500)
18417 MVTV Studio	-	-	11,600	-	(11,600)	-	-
18418 Animal Shelter	-	-	107,700	126,120	18,420	112,620	(13,500)
18419 Senior Center	-	-	93,800	95,625	1,825	95,625	-
18420 Towngate Community Cntr	-	-	37,900	37,850	(50)	37,850	-
18421 March Field Community Cntr	-	-	33,100	40,310	7,210	39,810	(500)
18422 TS Annex	-	-	94,500	-	(94,500)	-	-
18423 Recreation & Conference Cntr	-	-	262,800	286,040	23,240	265,540	(20,500)
18424 Facilities - Annex	-	-	-	-	-	-	-
18425 ESA Annex	-	-	12,500	-	(12,500)	-	-
18426 Fire Stations	-	-	-	-	-	-	-
18427 Warner Ranch Police Satellite	-	-	-	-	-	-	-
18428 Annex 1	-	-	15,700	132,800	117,100	132,800	-
18429 Fire Station #2 (Hemlock)	-	-	41,100	49,890	8,790	39,390	(10,500)
18430 Fire Station #6 (TownGate)	-	-	42,000	59,050	17,050	42,050	(17,000)
18431 Fire Station #48 (Sunnymead Rnch	-	-	37,000	45,845	8,845	35,345	(10,500)
18432 Fire Station #58 (Eucalyptus)	-	-	40,700	46,190	5,490	46,190	-
18433 Fire Station #65 (JFK)	-	-	35,200	41,640	6,440	31,640	(10,000)
18434 Fire Station #91 (College Park)	-	-	41,800	50,740	8,940	42,740	(8,000)
18435 Utilities Field Office	-	-	4,600	7,740	3,140	7,740	-
18436 Veterans Memorial	-	-	9,000	8,000	(1,000)	8,000	-
18437 Emergency Ops Center	-	-	81,500	59,050	(22,450)	61,050	2,000

MV00204926

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
INTERNAL SERVICE FUNDS PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
18438 In House Copier	-	-	150,000	150,000	-	150,000	-
18439 Fire Station #99 (Morrison Park)	-	-	-	29,790	29,790	30,790	1,000
18440 Security Guards	-	-	218,785	228,290	9,505	229,717	1,427
25610 Facilities - General	954,282	914,139	-	-	-	-	-
25611 City Hall	484,802	504,827	-	-	-	-	-
25612 Corporate Yard	99,562	106,372	-	-	-	-	-
25613 Transportation Trailer	5,270	4,906	-	-	-	-	-
25614 Public Safety Building	309,633	329,051	-	-	-	-	-
25615 Library	74,746	80,768	-	-	-	-	-
25616 Pro Shop	20,441	12,025	-	-	-	-	-
25617 MVTV Studio	8,693	3,618	-	-	-	-	-
25618 Animal Shelter	76,464	82,778	-	-	-	-	-
25619 Senior Center	80,896	82,478	-	-	-	-	-
25620 Towngate Community Cntr	27,395	26,726	-	-	-	-	-
25621 March Field Community Cntr	26,909	30,112	-	-	-	-	-
25622 TS Annex	86,586	86,380	-	-	-	-	-
25623 Recreation & Conference Cntr	215,493	207,746	-	-	-	-	-
25624 Facilities - Annex	3,240	6,143	-	-	-	-	-
25625 ESA Annex	12,821	13,894	-	-	-	-	-
25626 Fire Stations	-	-	-	-	-	-	-
25627 Warner Ranch Police Satellite	-	-	-	-	-	-	-
25628 Annex I	20,774	15,736	-	-	-	-	-
25629 Fire Station #2 (Hemlock)	30,548	35,934	-	-	-	-	-
25630 Fire Station #6 (TownGate)	32,996	39,954	-	-	-	-	-
25631 Fire Station #48 (Sunnymead Ra	24,750	20,400	-	-	-	-	-

MV00204927

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
INTERNAL SERVICE FUNDS PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
25632 Fire Station #58 (Eucalyptus)	35,028	30,641	-	-	-	-	-
25633 Fire Station #65 (JFK)	35,481	21,864	-	-	-	-	-
25634 Fire Station #91 (College Park	40,208	37,466	-	-	-	-	-
25635 Utilities Field Office	864	948	-	-	-	-	-
25636 Veterans Memorial	4,861	5,480	-	-	-	-	-
25637 Emergency Ops Center	35,371	47,596	-	-	-	-	-
25638 In House Copier	138,910	101,023	-	-	-	-	-
25639 Fire Station #99 (Morrison Park)	-	-	-	-	-	-	-
25640 Security Guards	164,142	167,260	-	-	-	-	-
97310 Non-Dept Facilities	855,025	1,138,511	740,163	816,063	75,900	816,563	500
7410 EQUIPMENT MAINTENANCE							
45360 Equipment Maintenance	652,610	829,267	774,229	788,963	14,734	778,525	(10,438)
97410 Non-Dept Equipment Maintenance	-	-	-	-	-	-	-
7510 EQUIPT REPLACEMENT RESERVE							
88110 Non-Dept Vehicles	-	-	-	-	-	-	-
88190 Non-Dept Other	352,255	296,905	623,579	1,498,600	875,021	286,181	(1,212,419)
7911 GRAPHICS SUPPORT							
16250 Graphics Support ISF	-	-	-	-	-	-	-
	$ 9,989,582	**$ 10,067,228**	**$ 15,306,951**	**$ 14,688,825**	**$ (618,126)**	**$ 13,049,977**	**$ (1,638,848)**

MV00204928

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Debt Service Funds

	3701 2005 LEASE REV BONDS-DEBT SVC	3705 TOWNGATE IMPR SPCL TAX REF DEBTS	3706 TOWNGATE SPCL TAX REF DEBT SERV
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	115,500	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	100	300
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	115,600	300
Expenditures:			
Personnel Services	-	-	-
Contractual Services	2,100	-	-
Material & Supplies	-	-	-
Debt Service	2,640,800	355,100	1,011,000
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	2,642,900	355,100	1,011,000
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,642,900)	(239,500)	(1,010,700)
Transfers:			
Transfers In	2,647,973	277,181	1,182,347
Transfers Out	-	33,800	154,600
Net Transfers	2,647,973	243,381	1,027,747
Total Revenues & Transfers In	2,647,973	392,781	1,182,647
Total Expenditures & Transfers Out	2,642,900	388,900	1,165,600
Net Change or **Proposed Use of Fund Balance**	**$ 5,073**	**$ 3,881**	**$ 17,047**

MV00204929

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Debt Service Funds

	3707 AUTOMALL REFIN-CFD#3 DEBT SERV	3750 CH COP 97 DEBT SERVICE	3751 2011 PRIV PLACE REF 97 LRBS
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	54,400	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	200	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	54,600	-	-
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	22,400	-	340,400
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	22,400	-	340,400
Excess (Deficiency) of Revenues Over (Under) Expenditures	32,200	-	(340,400)
Transfers:			
Transfers In	109,451	-	340,400
Transfers Out	63,900	-	-
Net Transfers	45,551	-	340,400
Total Revenues & Transfers In	164,051	-	340,400
Total Expenditures & Transfers Out	86,300	-	340,400
Net Change or **Proposed Use of Fund Balance**	**$ 77,751**	**$ -**	**$ -**

MV00204930

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Debt Service Funds

	3753 2011 PRIV PLMT REF 97 VAR COPS	3754 PUB SAFETY BOND DEBT SERVICE	3756 OPA SALES TAX #2	Grand Total
Revenues:				
Taxes:				
Property Tax	$ -	$ -	$ -	$ -
Property Tax in-lieu	-	-	-	-
Utility Users Tax	-	-	-	-
Sales Tax	-	-	-	-
Other Taxes	-	-	-	169,900
State Gasoline Tax	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Use of Money & Property	-	-	-	600
Fines & Forfeitures	-	-	-	-
Miscellaneous	-	-	-	-
Total Revenues	-	-	-	170,500
Expenditures:				
Personnel Services	-	-	-	-
Contractual Services	-	-	-	2,100
Material & Supplies	-	-	-	-
Debt Service	787,000	-	-	5,156,700
Fixed Charges	-	-	-	-
Fixed Assets	-	-	-	-
Total Expenditures	787,000	-	-	5,158,800
Excess (Deficiency) of Revenues Over (Under) Expenditures	(787,000)	-	-	(4,988,300)
Transfers:				
Transfers In	787,000	-	-	5,344,352
Transfers Out	-	-	-	252,300
Net Transfers	787,000	-	-	5,092,052
Total Revenues & Transfers In	787,000	-	-	5,514,852
Total Expenditures & Transfers Out	787,000	-	-	5,411,100
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ -**	**$ -**	**$ 103,752**

MV00204931

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Debt Service Funds

	3701 2005 LEASE REV BONDS-DEBT SVC	3705 TOWNGATE IMPR SPCL TAX REF DEBTS	3706 TOWNGATE SPCL TAX REF DEBT SERV
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	115,800	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	100	300
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	115,900	300
Expenditures:			
Personnel Services	-	-	-
Contractual Services	4,200	-	-
Material & Supplies	-	-	-
Debt Service	2,646,200	355,700	1,013,200
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	2,650,400	355,700	1,013,200
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,650,400)	(239,800)	(1,012,900)
Transfers:			
Transfers In	2,730,000	280,000	1,190,000
Transfers Out	-	34,500	157,700
Net Transfers	2,730,000	245,500	1,032,300
Total Revenues & Transfers In	2,730,000	395,900	1,190,300
Total Expenditures & Transfers Out	2,650,400	390,200	1,170,900
Net Change or **Proposed Use of Fund Balance**	**$ 79,600**	**$ 5,700**	**$ 19,400**

MV00204932

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Debt Service Funds

	3707 AUTOMALL REFIN-CFD#3 DEBT SERV	3750 CH COP 97 DEBT SERVICE	3751 2011 PRIV PLACE REF 97 LRBS
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	52,700	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	200	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	52,900	-	-
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	21,200	-	338,000
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	21,200	-	338,000
Excess (Deficiency) of Revenues Over (Under) Expenditures	31,700	-	(338,000)
Transfers:			
Transfers In	110,000	-	338,000
Transfers Out	63,900	-	-
Net Transfers	46,100	-	338,000
Total Revenues & Transfers In	162,900	-	338,000
Total Expenditures & Transfers Out	85,100	-	338,000
Net Change or **Proposed Use of Fund Balance**	**$ 77,800**	**$ -**	**$ -**

MV00204933

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Debt Service Funds

	3753 2011 PRIV PLMT REF 97 VAR COPS	3754 PUB SAFETY BOND DEBT SERVICE	3756 OPA SALES TAX #2	Grand Total
Revenues:				
Taxes:				
Property Tax	$ -	$ -	$ -	$ -
Property Tax in-lieu	-	-	-	-
Utility Users Tax	-	-	-	-
Sales Tax	-	-	-	-
Other Taxes	-	-	-	168,500
State Gasoline Tax	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Use of Money & Property	-	-	-	600
Fines & Forfeitures	-	-	-	-
Miscellaneous	-	-	-	-
Total Revenues	-	-	-	169,100
Expenditures:				
Personnel Services	-	-	-	-
Contractual Services	-	-	-	4,200
Material & Supplies	-	-	-	-
Debt Service	787,500	-	-	5,161,800
Fixed Charges	-	-	-	-
Fixed Assets	-	-	-	-
Total Expenditures	787,500	-	-	5,166,000
Excess (Deficiency) of Revenues Over (Under) Expenditures	(787,500)	-	-	(4,996,900)
Transfers:				
Transfers In	787,500	-	-	5,435,500
Transfers Out	-	-	-	256,100
Net Transfers	787,500	-	-	5,179,400
Total Revenues & Transfers In	787,500	-	-	5,604,600
Total Expenditures & Transfers Out	787,500	-	-	5,422,100
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ -**	**$ -**	**$ 182,500**

MV00204934

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEBT SERVICE FUNDS PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
3701 2005 LEASE REV BONDS-DEBT SVC							
93701 Non-Dept 2005 Lease Rev Bonds-Debt Svc	$ 2,641,743	$ 2,646,120	$ 2,650,800	$ 2,642,900	$ (7,900)	$ 2,650,400	$ 7,500
3705 TOWNGATE IMPR SPCL TAX REF DEBTS							
93705 Non-Dept Towngate Impr Spcl Tax Ref Debts	402,855	389,673	389,700	388,900	(800)	390,200	1,300
3706 TOWNGATE SPCL TAX REF DEBT SERV							
93706 Non-Dept Towngate Spcl Tax Ref Debt Serv	1,155,349	1,162,894	1,162,900	1,165,600	2,700	1,170,900	5,300
3707 AUTOMALL REFIN-CFD#3 DEBT SERV							
93707 Non-Dept Automall Refin-CFD#3 Debt Serv	1,424,150	1,062,588	393,500	86,300	(307,200)	85,100	(1,200)
3750 CH COP 97 DEBT SERVICE							
93750 Non-Dept CH COP 97 Debt Service	6,021,090	-	-	-	-	-	-
3751 2011 PRIV PLACE REF 97 LRBS							
93751 Non-Dept 2011 Priv Place Ref. 97 LRBS	3,272,000	386,032	403,750	340,400	(63,350)	338,000	(2,400)
3753 2011 PRIV PLMT REF 97 VAR COPS							
93753 Non-Dept 2011 Priv Plmt Ref 97 Var Cops	4,343,500	787,318	792,320	787,000	(5,320)	787,500	500
3754 PUB SAFETY BOND DEBT SERVICE							
93754 Non-Dept Pub Safety Bond Debt Service	4,345,967	-	-	-	-	-	-
3756 OPA SALES TAX #2							
93756 Non-Dept OPA Sales Tax #2	449,473	1	-	-	-	-	-
	$ 24,056,126	**$ 6,434,624**	**$ 5,792,970**	**$ 5,411,100**	**$ (381,870)**	**$ 5,422,100**	**$ 11,000**

MV00204935

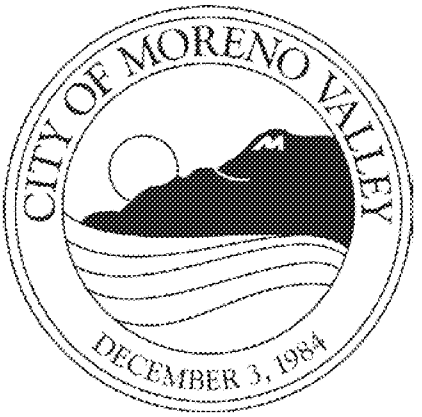

MV00204936

City of Moreno Valley
2013/14 - 2014/15
Proposed Operating Budget
REVENUE DETAIL BY FUND

Fund / Fund Title	Object Description	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
1010 GENERAL FUND	401000 - Property Tax - Secured	$ 3,982,791	$ 4,090,853	$ 4,347,000	$ 4,183,600	$ (163,400)	$ 4,246,300	$ 62,700
1010 GENERAL FUND	401010 - Property Tax - Unsecured	196,530	197,547	200,000	225,200	25,200	228,600	3,400
1010 GENERAL FUND	401020 - Property Tax - Prior Years	51,200	49,179	77,000	50,600	(26,400)	51,000	400
1010 GENERAL FUND	401030 - Property Tax - Homeowner Exemp	69,082	68,831	67,000	67,700	700	68,000	300
1010 GENERAL FUND	401050 - Property Tax - Teeter/Del Tax	295,209	193,804	309,000	160,000	(149,000)	160,000	-
1010 GENERAL FUND	401060 - Property Tax in Lieu-VLF	13,055,796	13,170,964	13,300,000	13,640,000	340,000	13,890,000	250,000
1010 GENERAL FUND	401070 - Structural Fire Tax	4,836,034	4,797,159	4,900,000	4,960,000	60,000	5,050,000	90,000
1010 GENERAL FUND	402000 - Sales Tax - General	7,119,620	10,848,031	9,450,000	12,000,000	2,550,000	12,800,000	800,000
1010 GENERAL FUND	402010 - Sales Tax - Note No. 1	544,542	-	600,000	-	(600,000)	-	-
1010 GENERAL FUND	402020 - Sales Tax - Note No. 2	449,473	-	470,000	-	(470,000)	-	-
1010 GENERAL FUND	402030 - Property Tax in Lieu-Sales Tax	3,169,800	3,155,962	3,280,000	3,570,000	290,000	3,620,000	50,000
1010 GENERAL FUND	403000 - Transient Occupancy Tax	692,586	747,100	720,000	820,000	100,000	860,000	40,000
1010 GENERAL FUND	405000 - Business Gross Receipts	1,053,145	1,175,104	1,140,000	1,225,000	85,000	1,250,000	25,000
1010 GENERAL FUND	406000 - Documentary Transfer Tax	424,931	434,554	470,000	480,000	10,000	500,000	20,000
1010 GENERAL FUND	407000 - Utility Users Tax	15,317,439	15,591,386	16,060,000	16,114,000	54,000	16,428,000	314,000
1010 GENERAL FUND	420000 - Animal Licenses	281,038	273,853	272,000	272,000	-	272,000	-
1010 GENERAL FUND	420010 - Business License	354,439	392,505	378,000	400,000	22,000	405,000	5,000
1010 GENERAL FUND	425000 - Building Permits	479,460	572,741	630,000	560,000	(70,000)	560,000	-
1010 GENERAL FUND	425010 - Electrical Permits	78,982	113,875	110,000	120,000	10,000	120,000	-
1010 GENERAL FUND	425020 - Mechanical Permits	47,304	71,902	65,000	80,000	15,000	80,000	-
1010 GENERAL FUND	425030 - Plumbing Permits	30,413	45,303	39,000	39,000	-	39,000	-
1010 GENERAL FUND	425040 - Fire Inspection Permits	3,880	5,796	6,300	7,500	1,200	7,700	200
1010 GENERAL FUND	425050 - Sign Permits	14,963	18,303	9,000	14,000	5,000	14,000	-
1010 GENERAL FUND	425060 - Encroachment Permits	15,498	25,338	20,000	17,000	(3,000)	17,000	-
1010 GENERAL FUND	425070 - Grading Permits	2,092	2,790	2,500	2,500	-	2,500	-
1010 GENERAL FUND	426010 - Film Permits	-	-	-	-	-	-	-
1010 GENERAL FUND	426090 - Other Permits	1,312	1,394	-	2,000	2,000	2,000	-
1010 GENERAL FUND	440000 - Animal Services Violations	37,895	32,598	33,000	33,000	-	33,000	-
1010 GENERAL FUND	440010 - Ani. Control Taxable Sales	4,051	5,532	4,500	4,500	-	4,500	-
1010 GENERAL FUND	440020 - A/C Non-Tax Sales (Adoptions)	36,621	37,843	35,000	35,000	-	35,000	-
1010 GENERAL FUND	440030 - Ani. Control Forfeited Deposit	9,706	8,525	8,000	8,000	-	8,000	-
1010 GENERAL FUND	440040 - Business License Penalty	32,484	32,582	30,000	40,000	10,000	45,000	5,000
1010 GENERAL FUND	440070 - Civil Penalties	-	-	-	500	500	500	-

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City of Moreno Valley
2013/14 - 2014/15
Proposed Operating Budget
REVENUE DETAIL BY FUND

Fund / Fund Title	Object Description	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
1010 GENERAL FUND	440080 - Parking Cntrl Penalts-Handicapp	36,569	19,400	18,000	18,000	-	18,000	-
1010 GENERAL FUND	440090 - Reimbursable Court Costs	300	351	1,000	500	(500)	500	-
1010 GENERAL FUND	440100 - Graffiti Restitution	8,028	6,701	2,000	2,000	-	2,000	-
1010 GENERAL FUND	440200 - Fines & Forfeitures	646,222	503,259	475,000	500,000	25,000	500,000	-
1010 GENERAL FUND	460010 - Interest Income - Investments	1,011,060	1,401,509	2,316,500	2,100,000	(216,500)	2,000,000	(100,000)
1010 GENERAL FUND	460020 - Interest Income - Mall Note	544,542	552,160	600,000	525,000	(75,000)	525,000	-
1010 GENERAL FUND	460040 - Interest Income - CRC Note	298,513	-	317,000	-	(317,000)	-	-
1010 GENERAL FUND	460050 - Interest Inc. - RDA Loan	348,672	-	-	-	-	-	-
1010 GENERAL FUND	460200 - Interest Income - Other	5,003	3,168	10,000	10,000	-	10,000	-
1010 GENERAL FUND	461000 - Principal Repayment	-	44,375	-	-	-	-	-
1010 GENERAL FUND	463070 - Lease Payments - Sub-Agents	8,500	5,500	7,000	6,000	(1,000)	6,000	-
1010 GENERAL FUND	463080 - Cell Tower Rental Income	46,051	46,734	45,800	47,000	1,200	48,600	1,600
1010 GENERAL FUND	464000 - Investment Gains/Losses	1,234,012	861,227	-	-	-	-	-
1010 GENERAL FUND	464010 - Unrealized Gains/Losses	350,545	1,089,807	-	-	-	-	-
1010 GENERAL FUND	480000 - Motor Veh-in-Lieu Fees	887,331	-	-	-	-	-	-
1010 GENERAL FUND	480010 - Motor Veh-in-Lieu Suppl.	-	96,578	-	-	-	-	-
1010 GENERAL FUND	480020 - Off-Road Motor Vehicle Fees	-	-	-	-	-	-	-
1010 GENERAL FUND	480120 - Emergency Svc Agncy Fines (Co)	-	38,343	-	-	-	-	-
1010 GENERAL FUND	480130 - Riverside Co. Landfill Tipping	34,781	34,248	35,000	35,000	-	35,000	-
1010 GENERAL FUND	480140 - Abandoned Vehicle Abatement	190,649	171,636	200,000	200,000	-	200,000	-
1010 GENERAL FUND	480150 - Asset Forfeitures	-	42,388	-	-	-	-	-
1010 GENERAL FUND	480170 - SB90 State Mandated Costs	-	-	-	-	-	-	-
1010 GENERAL FUND	481000 - State Reimbursements	-	-	-	-	-	-	-
1010 GENERAL FUND	481010 - AB1662-Booking Fees Reimbmt	-	-	-	-	-	-	-
1010 GENERAL FUND	483000 - Riverside County Reimbursement	-	-	-	-	-	-	-
1010 GENERAL FUND	483010 - Reimbursements - Other Govts	-	-	-	-	-	-	-
1010 GENERAL FUND	485000 - Fed Grant-Operating Revenue	8,035	-	-	-	-	-	-
1010 GENERAL FUND	486000 - State Grant-Operating Revenue	-	15,000	-	30,000	30,000	-	(30,000)
1010 GENERAL FUND	487000 - County Grant-Operating Revenue	-	-	-	-	-	-	-

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City of Moreno Valley
2013/14 - 2014/15
Proposed Operating Budget
REVENUE DETAIL BY FUND

Fund / Fund Title	Object Description	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
1010 GENERAL FUND	489000 - Other Grant-Operating Revenue	-	-	6,000	-	(6,000)	-	-
1010 GENERAL FUND	500010 - Franchise Fees	4,888,143	5,008,507	5,170,000	5,250,000	80,000	5,375,000	125,000
1010 GENERAL FUND	500020 - Franchise In Lieu Fees	150,456	168,267	240,000	190,000	(50,000)	200,000	10,000
1010 GENERAL FUND	500100 - False Alarm Fees	171,744	163,142	155,000	155,400	400	155,800	400
1010 GENERAL FUND	500300 - Police Fees	236,785	213,613	210,000	210,000	-	210,000	-
1010 GENERAL FUND	500310 - Towngate Mall Police Reimb	409,845	494,206	400,000	513,000	113,000	539,000	26,000
1010 GENERAL FUND	500400 - Animal Services Fees	136,162	121,356	120,000	120,000	-	120,000	-
1010 GENERAL FUND	500410 - Animal Services	101,560	64,364	80,000	80,000	-	80,000	-
1010 GENERAL FUND	500500 - First Aid Fees & Materials	20,030	11,689	10,000	4,000	(6,000)	4,000	-
1010 GENERAL FUND	500510 - First Aid Class Materials	1,025	-	-	-	-	-	-
1010 GENERAL FUND	500520 - FEMA Cert Fees	1,440	885	500	500	-	500	-
1010 GENERAL FUND	500600 - Reimbursement Agreement	107,554	99,331	-	106,000	106,000	106,000	-
1010 GENERAL FUND	500700 - Developer Reimbursement	-	-	-	-	-	-	-
1010 GENERAL FUND	500900 - Admin Citation Fees	388,295	391,072	240,000	298,000	58,000	298,000	-
1010 GENERAL FUND	501000 - Graffiti Abatement Fees	1,200	1,200	1,000	-	(1,000)	-	-
1010 GENERAL FUND	501010 - Real Estate Dem & Lien Rel Fees	-	-	-	50,000	50,000	50,000	-
1010 GENERAL FUND	501020 - Parking Control Fees	1,093,020	1,154,646	1,200,000	1,200,000	-	1,200,000	-
1010 GENERAL FUND	501030 - Nuisance Abatement Fees	113,074	150,762	45,000	78,000	33,000	120,000	42,000
1010 GENERAL FUND	501040 - Rotational Tow	3,851	21,959	11,000	15,000	4,000	15,000	-
1010 GENERAL FUND	501110 - Red Light Photo Enf Fees	-	-	-	-	-	-	-
1010 GENERAL FUND	501200 - Third Party Collections	-	13,695	30,000	34,000	4,000	34,000	-
1010 GENERAL FUND	509000 - Other Fees	1,791	1,648	1,500	1,600	100	1,600	-
1010 GENERAL FUND	520000 - Special Inspection Fees	220,207	204,939	158,000	191,000	33,000	191,000	-
1010 GENERAL FUND	520010 - Fire Inspection Fees	200,268	262,685	187,000	359,900	172,900	366,500	6,600
1010 GENERAL FUND	520012 - Fire Inspection Fees - T&M	-	23,145	-	-	-	-	-
1010 GENERAL FUND	520015 - Fire Inspection Fees - Cert of Occupancy	-	-	-	-	-	-	-
1010 GENERAL FUND	520040 - Apt Complex Inspection Fees	-	27,458	3,560	333,311	329,751	342,590	9,279
1010 GENERAL FUND	520050 - Transp Inspection Fees	206,252	11,976	8,100	10,000	1,900	10,000	-
1010 GENERAL FUND	520060 - Utility Inspection Fees	-	-	-	-	-	-	-
1010 GENERAL FUND	520070 - Traffic Signal Inspection Fees	-	-	-	-	-	-	-
1010 GENERAL FUND	523010 - Insp Fees - Engineering	279,030	419,686	350,000	380,000	30,000	400,000	20,000
1010 GENERAL FUND	525000 - Planning Fees	526,288	798,666	660,000	1,000,000	340,000	1,000,000	-
1010 GENERAL FUND	525010 - Home Occupation Fees	-	-	-	-	-	-	-
1010 GENERAL FUND	525020 - Admin Fees - SB1473	152	457	400	400	-	400	-

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City of Moreno Valley
2013/14 - 2014/15
Proposed Operating Budget
REVENUE DETAIL BY FUND

Fund / Fund Title	Object Description	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
1010 GENERAL FUND	525022 - Admin Fees - SB1186	-	-	-	4,000	4,000	4,000	-
1010 GENERAL FUND	540000 - Bldg. & Safety Plan Check F	152,230	448,230	440,000	440,000	-	440,000	-
1010 GENERAL FUND	540020 - Mechanical Plan Check Fees	-	-	-	-	-	-	-
1010 GENERAL FUND	540030 - Fire Plan Check Fees	135,741	144,481	30,000	184,000	154,000	187,600	3,600
1010 GENERAL FUND	540032 - Fire Plan Check Fees - T&M	-	27,194	-	-	-	-	-
1010 GENERAL FUND	540040 - Engineering Plan Check Fees	473,580	825,378	620,000	520,000	(100,000)	520,000	-
1010 GENERAL FUND	540050 - Transportation Plan Check Fees	29,789	80,655	27,600	20,000	(7,600)	20,000	-
1010 GENERAL FUND	580010 - Claims, Judgemnts, Settlmnt	503,240	6,938	5,000	5,000	-	5,000	-
1010 GENERAL FUND	580020 - Solid Waste Delinquencies	2,300	2,300	-	-	-	-	-
1010 GENERAL FUND	580030 - Car Pool Charges	1,148	963	1,000	1,000	-	1,000	-
1010 GENERAL FUND	580040 - Fixed Asset Sales/Gains	1,618	-	-	-	-	-	-
1010 GENERAL FUND	580050 - CalCard Rebates	18,317	19,103	7,000	16,000	9,000	16,000	-
1010 GENERAL FUND	580060 - Legal Cost Recovery	24,750	(884)	5,000	5,000	-	5,000	-
1010 GENERAL FUND	580070 - Pepsi Revenue	-	-	-	-	-	-	-
1010 GENERAL FUND	580080 - Rebates-Energy Effeciency	55,719	-	-	-	-	-	-
1010 GENERAL FUND	580160 - Comms Eqpt-Placement in ROW	-	-	43,200	-	(43,200)	-	-
1010 GENERAL FUND	580170 - Comm Eqpt-Stlght/Util Pole Att	-	-	20,000	-	(20,000)	-	-
1010 GENERAL FUND	580180 - Const/Inspection Fee-for-Svcs	-	-	40,000	-	(40,000)	-	-
1010 GENERAL FUND	580200 - Donations	45,031	384	4,400	4,400	-	4,400	-
1010 GENERAL FUND	583000 - Deptl Program Income - CDBG	28,241	-	-	-	-	-	-
1010 GENERAL FUND	585010 - In-House Copier Charges	15,949	122	-	-	-	-	-
1010 GENERAL FUND	585020 - Administrative Charges	2,269,688	2,349,590	2,270,000	2,521,284	251,284	2,521,284	-
1010 GENERAL FUND	585050 - Fixed Asset Trade-In Allowance	-	-	-	-	-	-	-
1010 GENERAL FUND	585060 - Reimbursements-Interfund	20,042	-	-	-	-	-	-
1010 GENERAL FUND	589040 - Endowment Contribution	-	-	-	-	-	-	-
1010 GENERAL FUND	589900 - Other Misc. Revenue	111,459	111,720	27,950	20,000	(7,950)	20,000	-
1010 GENERAL FUND	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
1010 GENERAL FUND	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	802000 - Transfers in - from GAS TAX FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	802008 - Transfers in - from STORM WATER MANAGEMENT	-	-	-	-	-	-	-

MV00204940

City of Moreno Valley
2013/14 - 2014/15
Proposed Operating Budget
REVENUE DETAIL BY FUND

Fund / Fund Title	Object Description	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
1010 GENERAL FUND	802011 - Transfers in - from PUB/EDUC/GOVT ACCESS PROG FD	-	-	-	-	-	-	-
1010 GENERAL FUND	802016 - Transfers in - from THE DISASTER FUND	-	-	390,300	-	(390,300)	-	-
1010 GENERAL FUND	802201 - Transfers in - from CHILD CARE GRANT FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	802202 - Transfers in - from STARS PROGRAM GRANT FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	802206 - Transfers in - from USED OIL BLOCK GRANTS (UBG)	-	-	-	-	-	-	-
1010 GENERAL FUND	802501 - Transfers in - from OTS GRANTS - NON PUBLIC SAFETY	-	-	-	-	-	-	-
1010 GENERAL FUND	802512 - Transfers in - from COMM DEV BLK GRANTS (CDBG)	-	-	-	-	-	-	-
1010 GENERAL FUND	802700 - Transfers in - from LLEBG GRANTS	-	-	-	-	-	-	-
1010 GENERAL FUND	802705 - Transfers in - from OTS GRANTS - PUBLIC SAFETY	-	-	-	-	-	-	-
1010 GENERAL FUND	802901 - Transfers in - from DIF - ARTERIAL STREETS	-	-	-	-	-	-	-
1010 GENERAL FUND	802902 - Transfers in - from DIF - TRAFFIC SIGNALS	-	-	-	-	-	-	-
1010 GENERAL FUND	802903 - Transfers in - from DIF - FIRE	-	-	-	-	-	-	-
1010 GENERAL FUND	802904 - Transfers in - from DIF - POLICE	-	-	-	-	-	-	-
1010 GENERAL FUND	802905 - Transfers in - from DIF - PARKLAND FACILITIES	-	-	-	-	-	-	-
1010 GENERAL FUND	802906 - Transfers in - from DIF - QUIMBY IN-LIEU PARK FEES	-	-	-	-	-	-	-
1010 GENERAL FUND	802907 - Transfers in - from DIF - CRC (REC CTR)	-	-	-	-	-	-	-
1010 GENERAL FUND	802908 - Transfers in - from DIF - LIBRARY	-	-	-	-	-	-	-
1010 GENERAL FUND	802909 - Transfers in - from DIF - CITY HALL	-	-	-	-	-	-	-
1010 GENERAL FUND	802910 - Transfers in - from DIF - CORPORATE YARD	-	-	-	-	-	-	-
1010 GENERAL FUND	802911 - Transfers in - from DIF - INTERCHG IMPROV	-	-	-	-	-	-	-
1010 GENERAL FUND	802912 - Transfers in - from DIF - MAINT EQUIP	-	-	-	-	-	-	-

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City of Moreno Valley
2013/14 - 2014/15
Proposed Operating Budget
REVENUE DETAIL BY FUND

Fund / Fund Title	Object Description	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
1010 GENERAL FUND	802913 - Transfers in - from DIF - ANIMAL SHELTER	-	-	-	-	-	-	-
1010 GENERAL FUND	803000 - Transfers in - from FACILITY CONST FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	803005 - Transfers in - from FIRE SERVICES CAP FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	803754 - Transfers in - from PUB SAFTY BOND DEBT SERV FUND	438,751	-	-	-	-	-	-
1010 GENERAL FUND	804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	805011 - Transfers in - from ZONE "A" PARKS FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	805012 - Transfers in - from ZONE "B" ST LGHT FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	805013 - Transfers in - from ZONE "E" EXT LDSC FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	805111 - Transfers in - from ZONE "D" STD LDSC FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	806010 - Transfers in - from ELECTRIC FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	806020 - Transfers in - from 2007 TAXABLE LEASE REV BONDS	-	-	-	-	-	-	-
1010 GENERAL FUND	807010 - Transfers in - from GENERAL LIABILITY INS FUND	-	43,950	43,950	43,950	-	43,950	-
1010 GENERAL FUND	807110 - Transfers in - from WORKERS COMPENSATION FUND	263,000	4,500	4,500	4,500	-	4,500	-
1010 GENERAL FUND	807210 - Transfers in - from TECH SVCS FUND (ADMIN/OPER)	-	-	-	-	-	-	-
1010 GENERAL FUND	807310 - Transfers in - from FACILITIES FUND (ADMIN/OPER)	-	354,046	29,063	29,063	-	29,063	-
1010 GENERAL FUND	807410 - Transfers in - from EQUIPMENT MAINTENANCE FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	71,300	137,160	120,579	837,025	716,446	40,277	(796,748)
1010 GENERAL FUND	807911 - Transfers in - from GRAPHIC SUPPORT FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	808010 - Transfers in - from RDA ADMIN FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	808210 - Transfers in - from RDA HOUSING FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	808311 - Transfers in - from RDA TAX INCREMENT FUND	-	-	-	-	-	-	-

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1010 GENERAL FUND Total		**72,267,193**	**75,478,924**	**74,476,202**	**77,839,933**	**3,363,731**	**78,823,664**	**983,731**
2000 GAS TAX	408000 - State Gas Tax 2107	1,304,176	1,275,391	1,304,733	1,337,286	32,553	1,370,718	33,432
2000 GAS TAX	408010 - State Gas Tax 2107.5	10,000	10,000	10,000	10,000	-	10,000	-
2000 GAS TAX	408020 - State Gas Tax 2106	597,281	551,563	585,086	599,713	14,627	614,706	14,993
2000 GAS TAX	408030 - State Gas Tax 2105	976,337	888,766	883,480	905,567	22,087	928,206	22,639
2000 GAS TAX	408040 - State Gas Tax 2103	-	2,627,148	2,136,770	2,190,189	53,419	2,244,944	54,755
2000 GAS TAX	460010 - Interest Income - Investments	(2,922)	863	(2,400)	1,000	3,400	1,000	-
2000 GAS TAX	464010 - Unrealized Gains/Losses	257	(1,665)	-	-	-	-	-
2000 GAS TAX	500700 - Developer Reimbursement	-	-	-	-	-	-	-
2000 GAS TAX	580010 - Claims, Judgemnts, Settlmnt	45,379	18,505	2,000	20,000	18,000	20,500	500
2000 GAS TAX	580150 - Prj Mgmt & Inspection Fld CD	-	-	-	-	-	-	-
2000 GAS TAX	585060 - Reimbursements-Interfund	-	-	-	-	-	-	-
2000 GAS TAX	589900 - Other Misc. Revenue	206	25,408	25,000	1,000	(24,000)	1,000	-
2000 GAS TAX	800001 - Transfers in - from OTHER FUNDS	226,000	160,000	-	-	-	-	-
2000 GAS TAX	801010 - Transfers in - from GENERAL FUND	-	-	160,000	160,000	-	160,000	-
2000 GAS TAX	802000 - Transfers in - from GAS TAX FUND	-	-	-	-	-	-	-
2000 GAS TAX	802200 - Transfers in - from BEVERAGE CONTAINER RECYCL G FD	-	-	-	-	-	-	-
2000 GAS TAX	807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	-	-	-	-	-	-	-
2000 GAS TAX Total		**3,156,714**	**5,555,980**	**5,104,669**	**5,224,755**	**120,086**	**5,351,074**	**126,319**
2001 MEASURE A	460010 - Interest Income - Investments	232,566	144,372	225,000	102,500	(122,500)	105,000	2,500
2001 MEASURE A	460200 - Interest Income - Other	-	-	-	-	-	-	-
2001 MEASURE A	464000 - Investment Gains/Losses	-	-	-	-	-	-	-
2001 MEASURE A	464010 - Unrealized Gains/Losses	(39,254)	46,996	-	-	-	-	-
2001 MEASURE A	480180 - RCTC - Sales Tax	2,591,821	2,621,026	2,325,000	2,735,000	410,000	2,817,000	82,000
2001 MEASURE A	482000 - Federal Reimbursements	(1)	-	3,900,000	-	(3,900,000)	-	-
2001 MEASURE A	482020 - Fed Reimb-Capital	925,350	6,510,805	2,000,000	4,436,250	2,436,250	1,994,100	(2,442,150)
2001 MEASURE A	483010 - Reimbursements - Other Govts	-	-	-	-	-	-	-

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2001 MEASURE A	485000 - Fed Grant-Operating Revenue	-	-	-	-	-	-	-
2001 MEASURE A	486000 - State Grant-Operating Revenue	-	-	300,000	-	(300,000)	-	-
2001 MEASURE A	486010 - State Grant-Capital Revenue	158,947	237,196	696,250	1,861,705	1,165,455	-	(1,861,705)
2001 MEASURE A	487000 - County Grant-Operating Revenue	62,760	-	-	-	-	-	-
2001 MEASURE A	500600 - Reimbursement Agreement	29,171	-	-	-	-	-	-
2001 MEASURE A	500700 - Developer Reimbursement	-	-	-	-	-	-	-
2001 MEASURE A	580010 - Claims, Judgemnts, Settlmnt	-	-	-	-	-	-	-
2001 MEASURE A	585020 - Administrative Charges	-	-	-	-	-	-	-
2001 MEASURE A	589900 - Other Misc. Revenue	9,721	18,096	1,000	1,000	-	1,000	-
2001 MEASURE A	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2001 MEASURE A	802800 - Transfers in - from SCAG ARTICLE 3 FUND	-	-	-	-	-	-	-
2001 MEASURE A	807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	-	-	-	424,939	424,939	125,904	(299,035)
2001 MEASURE A Total		**3,971,081**	**9,578,490**	**9,447,250**	**9,561,394**	**114,144**	**5,043,004**	**(4,518,390)**
2002 PROP 42 REPLACEMENT FUND	408040 - State Gas Tax 2103	1,806,198	-	-	-	-	-	-
2002 PROP 42 REPLACEMENT FUND	589900 - Other Misc. Revenue	-	195	-	-	-	-	-
2002 PROP 42 REPLACEMENT FUND Total		**1,806,198**	**195**	**-**	**-**	**-**	**-**	**-**
2003 TRAFFIC CONGESTION RELIEF	460010 - Interest Income - Investments	29,499	(1,775)	-	-	-	-	-
2003 TRAFFIC CONGESTION RELIEF	464010 - Unrealized Gains/Losses	1,976	(10,553)	-	-	-	-	-
2003 TRAFFIC CONGESTION RELIEF	486000 - State Grant-Operating Revenue	-	-	-	-	-	-	-
2003 TRAFFIC CONGESTION RELIEF	486010 - State Grant-Capital Revenue	-	-	-	-	-	-	-
2003 TRAFFIC CONGESTION RELIEF Total		**31,474**	**(12,328)**	**-**	**-**	**-**	**-**	**-**
2004 PROP 1B	480160 - Prop 1B	-	-	-	-	-	-	-

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2004 PROP 1B	589900 - Other Misc. Revenue	598	381	-	-	-	-	-
2004 PROP 1B Total		**598**	**381**	**-**	**-**	**-**	**-**	**-**
2005 AIR QUALITY MANAGEMENT	460010 - Interest Income - Investments	10,560	5,321	7,000	7,000	-	7,000	-
2005 AIR QUALITY MANAGEMENT	464010 - Unrealized Gains/Losses	(1,224)	823	-	-	-	-	-
2005 AIR QUALITY MANAGEMENT	486100 - Air Quality Incentives	205,318	244,830	200,000	200,000	-	200,000	-
2005 AIR QUALITY MANAGEMENT	589900 - Other Misc. Revenue	-	375	-	-	-	-	-
2005 AIR QUALITY MANAGEMENT Total		**214,655**	**251,349**	**207,000**	**207,000**	**-**	**207,000**	**-**
2006 SPEC DIST ADMIN	460010 - Interest Income - Investments	3,287	(185)	600	-	(600)	-	-
2006 SPEC DIST ADMIN	463050 - Rental Revenue - ENCO	-	-	-	-	-	-	-
2006 SPEC DIST ADMIN	464010 - Unrealized Gains/Losses	(6,589)	(1,725)	-	-	-	-	-
2006 SPEC DIST ADMIN	509000 - Other Fees	11,057	17,950	4,300	17,000	12,700	17,000	-
2006 SPEC DIST ADMIN	523050 - Insp Fees - Landscape	-	-	-	3,700	3,700	27,100	23,400
2006 SPEC DIST ADMIN	540060 - Landscape Plan Check Fees	-	-	-	14,700	14,700	400	(14,300)
2006 SPEC DIST ADMIN	580010 - Claims, Judgemnts, Settlmnt	-	(12,571)	-	-	-	-	-
2006 SPEC DIST ADMIN	585020 - Administrative Charges	870,961	774,437	878,598	817,000	(61,598)	820,800	3,800
2006 SPEC DIST ADMIN	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
2006 SPEC DIST ADMIN	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2006 SPEC DIST ADMIN	803708 - Transfers in - from CFD#5 STONERIDGE DEBT SVC FND	-	-	-	-	-	-	-
2006 SPEC DIST ADMIN Total		**878,715**	**777,906**	**883,498**	**852,400**	**(31,098)**	**865,300**	**12,900**
2007 STORM WATER MAINTENANCE	486100 - Air Quality Incentives	-	-	-	-	-	-	-
2007 STORM WATER MAINTENANCE	487000 - County Grant-Operating Revenue	150,821	260,151	421,400	414,000	(7,400)	414,000	-
2007 STORM WATER MAINTENANCE	487010 - County Grant-Capital Revenue	239,418	-	-	-	-	-	-

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2007 STORM WATER MAINTENANCE	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2007 STORM WATER MAINTENANCE	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
2007 STORM WATER MAINTENANCE	807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	-	-	-	-	-	-	-
2007 STORM WATER MAINTENANCE Total		**390,239**	**260,151**	**421,400**	**414,000**	**(7,400)**	**414,000**	**-**
2008 STORM WATER MANAGEMENT	402040 - Special Tax Proceeds	-	-	-	-	-	-	-
2008 STORM WATER MANAGEMENT	487000 - County Grant-Operating Revenue	84,405	111,944	124,000	124,000	-	124,000	-
2008 STORM WATER MANAGEMENT	487010 - County Grant-Capital Revenue	116,806	-	-	-	-	-	-
2008 STORM WATER MANAGEMENT	500800 - Parcel Fees	42,973	36,639	26,400	27,981	1,581	28,261	280
2008 STORM WATER MANAGEMENT	501060 - Utility Rates	382,332	387,862	394,300	417,445	23,145	424,959	7,514
2008 STORM WATER MANAGEMENT	509000 - Other Fees	-	-	-	-	-	-	-
2008 STORM WATER MANAGEMENT	523020 - Insp Fees - Construction Site	16,904	9,868	10,100	3,344	(6,756)	6,688	3,344
2008 STORM WATER MANAGEMENT	523030 - Insp Fees - WQP/Bioswales	75	-	12,000	12,300	300	12,300	-
2008 STORM WATER MANAGEMENT	523040 - Insp Fees - Business	5,030	2,600	108,774	116,232	7,458	116,232	-
2008 STORM WATER MANAGEMENT	540040 - Engineering Plan Check Fees	40,289	44,332	24,600	24,600	-	24,600	-
2008 STORM WATER MANAGEMENT	540080 - Plan Chk Fees - WQP/Bioswale	29,228	22,563	8,500	8,500	-	8,500	-
2008 STORM WATER MANAGEMENT	585020 - Administrative Charges	2,500	2,500	2,500	2,500	-	2,500	-
2008 STORM WATER MANAGEMENT	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
2008 STORM WATER MANAGEMENT	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2008 STORM WATER MANAGEMENT	801010 - Transfers in - from GENERAL FUND	188,600	210,200	279,700	266,995	(12,705)	266,995	-
2008 STORM WATER MANAGEMENT	805013 - Transfers in - from ZONE "E" EXT LDSC FUND	-	-	-	-	-	-	-

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2008 STORM WATER MANAGEMENT Total		**909,142**	**828,508**	**990,874**	**1,003,897**	**13,023**	**1,015,035**	**11,138**
2009 H.E.A.L	580200 - Donations	-	-	-	-	-	-	-
2009 H.E.A.L Total		**-**	**-**	**-**	**-**	**-**	**-**	**-**
2010 CFD #4M	460010 - Interest Income - Investments	1,310	1,157	1,000	74	(926)	81	7
2010 CFD #4M	464010 - Unrealized Gains/Losses	(271)	478	-	-	-	-	-
2010 CFD #4M	500800 - Parcel Fees	33,904	33,520	41,700	41,000	(700)	41,400	400
2010 CFD #4M Total		**34,943**	**35,155**	**42,700**	**41,074**	**(1,626)**	**41,481**	**407**
2011 PUB/EDUC/GOVT ACCESS PROG FD	580000 - Public Ed/Gov Access Revenue	496,998	528,362	430,000	550,000	120,000	565,000	15,000
2011 PUB/EDUC/GOVT ACCESS PROG FD	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2011 PUB/EDUC/GOVT ACCESS PROG FD	801010 - Transfers in - from GENERAL FUND	300,000	-	-	-	-	-	-
2011 PUB/EDUC/GOVT ACCESS PROG FD	807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	17,000	-	300,000	-	(300,000)	-	-
2011 PUB/EDUC/GOVT ACCESS PROG FD Total		**813,998**	**528,362**	**730,000**	**550,000**	**(180,000)**	**565,000**	**15,000**
2012 STRATEGY PLAN GRANT/SCE	489000 - Other Grant-Operating Revenue	8,638	212,806	-	30,000	30,000	-	(30,000)
2012 STRATEGY PLAN GRANT/SCE Total		**8,638**	**212,806**	**-**	**30,000**	**30,000**	**-**	**(30,000)**
2013 CIVIL PENALTIES	440070 - Civil Penalties	59,786	50,745	-	60,000	60,000	60,000	-
2013 CIVIL PENALTIES	460010 - Interest Income - Investments	6,325	5,352	-	4,000	4,000	4,000	-
2013 CIVIL PENALTIES	464010 - Unrealized Gains/Losses	1,574	2,584	-	-	-	-	-
2013 CIVIL PENALTIES Total		**67,685**	**58,682**	**-**	**64,000**	**64,000**	**64,000**	**-**
2014 EMERGENCY SERVICES	460010 - Interest Income - Investments	4,063	4,299	-	4,000	4,000	4,000	-

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2014 EMERGENCY SERVICES	464010 - Unrealized Gains/Losses	890	2,498	-	-	-	-	-
2014 EMERGENCY SERVICES	480120 - Emergency Svc Agncy Fines (Co)	51,536	-	-	38,000	38,000	38,000	-
2014 EMERGENCY SERVICES Total		**56,489**	**6,797**	**-**	**42,000**	**42,000**	**42,000**	**-**
2016 DISASTER	460010 - Interest Income - Investments	7,767	-	-	-	-	-	-
2016 DISASTER	464010 - Unrealized Gains/Losses	2,902	-	-	-	-	-	-
2016 DISASTER	485000 - Fed Grant-Operating Revenue	61,586	33,366	-	-	-	-	-
2016 DISASTER	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
2016 DISASTER Total		**72,255**	**33,366**	**-**	**-**	**-**	**-**	**-**
2200 BEVERAGE CONTAINER RECYCLING	460010 - Interest Income - Investments	-	-	-	-	-	-	-
2200 BEVERAGE CONTAINER RECYCLING	486200 - Waste Managmt. Recycling	15,053	46,650	22,820	55,000	32,180	55,000	-
2200 BEVERAGE CONTAINER RECYCLING Total		**15,053**	**46,650**	**22,820**	**55,000**	**32,180**	**55,000**	**-**
2201 CHILD CARE GRANT	460010 - Interest Income - Investments	-	-	-	-	-	-	-
2201 CHILD CARE GRANT	485000 - Fed Grant-Operating Revenue	-	-	-	-	-	-	-
2201 CHILD CARE GRANT	485100 - Food Program Revenue	-	-	40,000	-	(40,000)	-	-
2201 CHILD CARE GRANT	485110 - Food Program Rev FY09-10	-	-	-	-	-	-	-
2201 CHILD CARE GRANT	485111 - Food Program Rev FY10-11	36,106	-	-	-	-	-	-
2201 CHILD CARE GRANT	485112 - Food Program Rev FY11-12	-	32,821	-	34,000	34,000	34,000	-
2201 CHILD CARE GRANT	486000 - State Grant-Operating Revenue	569,721	501,508	747,338	547,461	(199,877)	547,461	-
2201 CHILD CARE GRANT	501070 - Grant Program Fees	22,802	21,086	25,000	25,000	-	25,000	-
2201 CHILD CARE GRANT	580200 - Donations	-	-	-	-	-	-	-
2201 CHILD CARE GRANT	589900 - Other Misc. Revenue	-	258	-	-	-	-	-
2201 CHILD CARE GRANT	805011 - Transfers in - from ZONE "A" PARKS FUND	-	-	-	-	-	-	-
2201 CHILD CARE GRANT Total		**628,629**	**555,673**	**812,338**	**606,461**	**(205,877)**	**606,461**	**-**

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2202 ASES PROGRAM GRANT	460010 - Interest Income - Investments	9,144	22,511	25,000	25,000	-	25,000	-
2202 ASES PROGRAM GRANT	464010 - Unrealized Gains/Losses	(3,506)	18,445	-	-	-	-	-
2202 ASES PROGRAM GRANT	485100 - Food Program Revenue	-	-	-	-	-	-	-
2202 ASES PROGRAM GRANT	485110 - Food Program Rev FY09-10	-	-	-	-	-	-	-
2202 ASES PROGRAM GRANT	485111 - Food Program Rev FY10-11	415,865	-	412,000	-	(412,000)	-	-
2202 ASES PROGRAM GRANT	485112 - Food Program Rev FY11-12	-	433,332	-	-	-	-	-
2202 ASES PROGRAM GRANT	486000 - State Grant-Operating Revenue	4,329,450	3,867,218	4,329,450	4,559,850	230,400	4,559,850	-
2202 ASES PROGRAM GRANT	582007 - Contributions - In Kind	-	-	-	-	-	-	-
2202 ASES PROGRAM GRANT	582008 - Contributions - In Kind	-	-	-	-	-	-	-
2202 ASES PROGRAM GRANT	582009 - Contributions - In Kind	-	-	-	-	-	-	-
2202 ASES PROGRAM GRANT	582010 - Contributions - In Kind	-	-	-	-	-	-	-
2202 ASES PROGRAM GRANT	582011 - Contributions - In Kind	1,205,847	-	1,443,150	-	(1,443,150)	-	-
2202 ASES PROGRAM GRANT	582012 - Contributions - In Kind	-	1,432,303	-	1,519,950	1,519,950	1,519,950	-
2202 ASES PROGRAM GRANT	583000 - Deptl Program Income - CDBG	-	-	-	-	-	-	-
2202 ASES PROGRAM GRANT	589900 - Other Misc. Revenue	4,767	14,187	3,000	-	(3,000)	-	-
2202 ASES PROGRAM GRANT Total		**5,961,567**	**5,787,996**	**6,212,600**	**6,104,800**	**(107,800)**	**6,104,800**	**-**
2206 USED OIL BLOCK GRANTS	460010 - Interest Income - Investments	-	-	-	-	-	-	-
2206 USED OIL BLOCK GRANTS	464010 - Unrealized Gains/Losses	-	-	-	-	-	-	-
2206 USED OIL BLOCK GRANTS	486200 - Waste Managmt. Recycling	54,191	24,353	25,148	-	(25,148)	-	-
2206 USED OIL BLOCK GRANTS	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
2206 USED OIL BLOCK GRANTS Total		**54,191**	**24,353**	**25,148**	**-**	**(25,148)**	**-**	**-**
2207 OIL PAYMENT GRANT	486210 - Waste Mgmt Recycling - OPP1	-	-	52,264	-	(52,264)	-	-
2207 OIL PAYMENT GRANT	486220 - Waste Mgmt Recycling - OPP1A	-	-	7,674	-	(7,674)	-	-
2207 OIL PAYMENT GRANT	486222 - Waste Mgmt Recycling - OPP2	-	60,083	-	56,630	56,630	56,630	-

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2207 OIL PAYMENT GRANT Total		**-**	**60,083**	**59,938**	**56,630**	**(3,308)**	**56,630**	**-**
2209 TIRE RUBBERIZED GRANTS	486000 - State Grant-Operating Revenue	-	-	56,000	-	(56,000)	-	-
2209 TIRE RUBBERIZED GRANTS	486010 - State Grant-Capital Revenue	120,000	-	-	-	-	-	-
2209 TIRE RUBBERIZED GRANTS Total		**120,000**	**-**	**56,000**	**-**	**(56,000)**	**-**	**-**
2410 SLESF GRANTS	460010 - Interest Income - Investments	-	-	-	-	-	-	-
2410 SLESF GRANTS	460200 - Interest Income - Other	430	-	-	-	-	-	-
2410 SLESF GRANTS	464010 - Unrealized Gains/Losses	(4,230)	855	-	-	-	-	-
2410 SLESF GRANTS	486000 - State Grant-Operating Revenue	188,311	301,997	315,970	-	(315,970)	-	-
2410 SLESF GRANTS	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2410 SLESF GRANTS	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
2410 SLESF GRANTS Total		**184,511**	**302,852**	**315,970**	**-**	**(315,970)**	**-**	**-**
2503 EMPG-EMERGENCY MGMT GRANT	483000 - Riverside County Reimbursement	-	2,917	-	-	-	-	-
2503 EMPG-EMERGENCY MGMT GRANT	487000 - County Grant-Operating Revenue	-	402	64,000	74,000	10,000	74,000	-
2503 EMPG-EMERGENCY MGMT GRANT	487010 - County Grant-Capital Revenue	69,451	100,481	-	-	-	-	-
2503 EMPG-EMERGENCY MGMT GRANT	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2503 EMPG-EMERGENCY MGMT GRANT	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
2503 EMPG-EMERGENCY MGMT GRANT Total		**69,451**	**103,800**	**64,000**	**74,000**	**10,000**	**74,000**	**-**
2504 EPA GRANT-BOX SPRINGS WATER	460010 - Interest Income - Investments	-	-	-	-	-	-	-
2504 EPA GRANT-BOX SPRINGS WATER	464010 - Unrealized Gains/Losses	567	(918)	-	-	-	-	-

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2504 EPA GRANT-BOX SPRINGS WATER	485200 - EPA Grant - Box Springs Water	-	-	-	-	-	-	-
2504 EPA GRANT-BOX SPRINGS WATER	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2504 EPA GRANT-BOX SPRINGS WATER	808311 - Transfers in - from RDA TAX INCREMENT FUND	-	-	-	-	-	-	-
2504 EPA GRANT-BOX SPRINGS WATER Total		**567**	**(918)**	**-**	**-**	**-**	**-**	**-**
2505 ETA JOB TRAINING GRANT	460010 - Interest Income - Investments	-	-	-	-	-	-	-
2505 ETA JOB TRAINING GRANT	485000 - Fed Grant-Operating Revenue	20,180	-	-	-	-	-	-
2505 ETA JOB TRAINING GRANT Total		**20,180**	**-**	**-**	**-**	**-**	**-**	**-**
2506 HOME(FEDERAL)	460050 - Interest Inc. - RDA Loan	-	-	-	-	-	-	-
2506 HOME(FEDERAL)	460060 - Interest Income - HILP	3,467	-	-	-	-	-	-
2506 HOME(FEDERAL)	460090 - Interest Inc. - Rental Rehab	23,075	-	-	-	-	-	-
2506 HOME(FEDERAL)	461060 - Princ. Repayment - HILP	14,990	-	-	-	-	-	-
2506 HOME(FEDERAL)	461070 - Princ. Repayment- HAP	-	-	-	-	-	-	-
2506 HOME(FEDERAL)	461090 - Princ. Repayment- Rental Rehab	9,406	11,287	-	-	-	-	-
2506 HOME(FEDERAL)	485000 - Fed Grant-Operating Revenue	45,601	129,783	413,435	902,077	488,642	567,346	(334,731)
2506 HOME(FEDERAL)	488000 - Local Grant-Operating Revenue	-	37,818	-	-	-	-	-
2506 HOME(FEDERAL) Total		**96,539**	**178,888**	**413,435**	**902,077**	**488,642**	**567,346**	**(334,731)**
2507 NEIGHBORHOOD STABILIZATION PROG	485000 - Fed Grant-Operating Revenue	1,568,714	407,909	1,614,600	1,800,000	185,400	-	(1,800,000)
2507 NEIGHBORHOOD STABILIZATION PROG	485210 - NSP Program Income	1,753,853	1,373,734	750,000	1,700,000	950,000	-	(1,700,000)
2507 NEIGHBORHOOD STABILIZATION PROG	589900 - Other Misc. Revenue	-	-	15,000	-	(15,000)	-	-
2507 NEIGHBORHOOD STABILIZATION PROG Total		**3,322,567**	**1,781,643**	**2,379,600**	**3,500,000**	**1,120,400**	**-**	**(3,500,000)**

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2508 HOMELESSNESS PREVENTION PROG	485000 - Fed Grant-Operating Revenue	217,810	93,633	-	-	-	-	-
2508 HOMELESSNESS PREVENTION PROG Total		**217,810**	**93,633**	**-**	**-**	**-**	**-**	**-**
2509 FHWA TRANSIMS	482000 - Federal Reimbursements	78,522	-	-	-	-	-	-
2509 FHWA TRANSIMS	482010 - Fed Reimb-Operating	-	-	-	-	-	-	-
2509 FHWA TRANSIMS	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2509 FHWA TRANSIMS	801010 - Transfers in - from GENERAL FUND	(1,142)	-	-	-	-	-	-
2509 FHWA TRANSIMS Total		**77,380**	**-**	**-**	**-**	**-**	**-**	**-**
2510 EECBG	485000 - Fed Grant-Operating Revenue	128,400	-	177,663	-	(177,663)	-	-
2510 EECBG	485010 - Fed Grant-Capital Revenue	523,997	878,607	-	-	-	-	-
2510 EECBG	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
2510 EECBG Total		**652,398**	**878,607**	**177,663**	**-**	**(177,663)**	**-**	**-**
2511 FY10 EOC GRANT	485000 - Fed Grant-Operating Revenue	21,401	55,584	-	-	-	-	-
2511 FY10 EOC GRANT	485010 - Fed Grant-Capital Revenue	-	-	400,000	-	(400,000)	-	-
2511 FY10 EOC GRANT	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2511 FY10 EOC GRANT	807310 - Transfers in - from FACILITIES FUND (ADMIN/OPER)	33,000	-	-	-	-	-	-
2511 FY10 EOC GRANT Total		**54,401**	**55,584**	**400,000**	**-**	**(400,000)**	**-**	**-**
2512 COMM DEV BLOCK GRANT (CDBG)	460010 - Interest Income - Investments	-	-	-	-	-	-	-
2512 COMM DEV BLOCK GRANT (CDBG)	460060 - Interest Income - HILP	5,868	-	-	-	-	-	-
2512 COMM DEV BLOCK GRANT (CDBG)	461060 - Princ. Repayment - HILP	10,000	-	-	-	-	-	-
2512 COMM DEV BLOCK GRANT (CDBG)	464010 - Unrealized Gains/Losses	-	-	-	-	-	-	-

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2512 COMM DEV BLOCK GRANT (CDBG)	485000 - Fed Grant-Operating Revenue	1,399,427	1,168,287	3,599,850	2,575,197	(1,024,653)	1,843,109	(732,088)
2512 COMM DEV BLOCK GRANT (CDBG)	485010 - Fed Grant-Capital Revenue	-	-	-	-	-	-	-
2512 COMM DEV BLOCK GRANT (CDBG)	589900 - Other Misc. Revenue	3,697	-	-	-	-	-	-
2512 COMM DEV BLOCK GRANT (CDBG)	802512 - Transfers in - from COMM DEV BLK GRANTS (CDBG)	-	-	-	-	-	-	-
2512 COMM DEV BLOCK GRANT (CDBG) Total		**1,418,992**	**1,168,287**	**3,599,850**	**2,575,197**	**(1,024,653)**	**1,843,109**	**(732,088)**
2513 CDBG RECOVERY ACT OF 2009	485000 - Fed Grant-Operating Revenue	331,974	30,700	135,083	135,083	-	135,083	-
2513 CDBG RECOVERY ACT OF 2009 Total		**331,974**	**30,700**	**135,083**	**135,083**	**-**	**135,083**	**-**
2705 OTS GRANTS PUBLIC SAFETY	460010 - Interest Income - Investments	-	-	-	-	-	-	-
2705 OTS GRANTS PUBLIC SAFETY	485000 - Fed Grant-Operating Revenue	235,682	234,526	153,000	-	(153,000)	-	-
2705 OTS GRANTS PUBLIC SAFETY	486000 - State Grant-Operating Revenue	-	-	189,200	81,200	(108,000)	81,200	-
2705 OTS GRANTS PUBLIC SAFETY	801010 - Transfers in - from GENERAL FUND	84,907	-	-	-	-	-	-
2705 OTS GRANTS PUBLIC SAFETY Total		**320,589**	**234,526**	**342,200**	**81,200**	**(261,000)**	**81,200**	**-**
2715 JAG GRANTS	460010 - Interest Income - Investments	4,426	2,551	-	-	-	-	-
2715 JAG GRANTS	464010 - Unrealized Gains/Losses	(3,469)	1,469	-	-	-	-	-
2715 JAG GRANTS	485000 - Fed Grant-Operating Revenue	213,999	290,943	645,350	21,000	(624,350)	-	(21,000)
2715 JAG GRANTS	485010 - Fed Grant-Capital Revenue	10,774	-	-	-	-	-	-
2715 JAG GRANTS	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2715 JAG GRANTS	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
2715 JAG GRANTS Total		**225,731**	**294,963**	**645,350**	**21,000**	**(624,350)**	**-**	**(21,000)**

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2720 COPS TECH GRANTS	460010 - Interest Income - Investments	-	-	-	-	-	-	-
2720 COPS TECH GRANTS	464010 - Unrealized Gains/Losses	-	-	-	-	-	-	-
2720 COPS TECH GRANTS	485000 - Fed Grant-Operating Revenue	30,771	-	30,700	-	(30,700)	-	-
2720 COPS TECH GRANTS	485010 - Fed Grant-Capital Revenue	-	-	-	-	-	-	-
2720 COPS TECH GRANTS Total		**30,771**	**-**	**30,700**	**-**	**(30,700)**	**-**	**-**
2725 ICEP TASK FORCE	500600 - Reimbursement Agreement	2,890	-	-	-	-	-	-
2725 ICEP TASK FORCE Total		**2,890**	**-**	**-**	**-**	**-**	**-**	**-**
2800 SCAG ARTICLE 3 FUND	460010 - Interest Income - Investments	-	-	5,000	-	(5,000)	-	-
2800 SCAG ARTICLE 3 FUND	464010 - Unrealized Gains/Losses	-	-	-	-	-	-	-
2800 SCAG ARTICLE 3 FUND	486010 - State Grant-Capital Revenue	-	-	-	-	-	-	-
2800 SCAG ARTICLE 3 FUND	487100 - County Article 3	-	154,049	75,000	150,000	75,000	-	(150,000)
2800 SCAG ARTICLE 3 FUND	589900 - Other Misc. Revenue	-	566	-	-	-	-	-
2800 SCAG ARTICLE 3 FUND	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2800 SCAG ARTICLE 3 FUND	802001 - Transfers in - from MEASURE "A" FUND	-	-	-	-	-	-	-
2800 SCAG ARTICLE 3 FUND Total		**-**	**154,615**	**80,000**	**150,000**	**70,000**	**-**	**(150,000)**
2803 TARGET GRANT - PD	489000 - Other Grant-Operating Revenue	-	2,000	-	-	-	-	-
2803 TARGET GRANT - PD Total		**-**	**2,000**	**-**	**-**	**-**	**-**	**-**
2901 DIF - ARTERIAL STREETS	460010 - Interest Income - Investments	122,331	69,441	33,500	33,500	-	33,500	-
2901 DIF - ARTERIAL STREETS	464010 - Unrealized Gains/Losses	20,901	18,292	-	-	-	-	-
2901 DIF - ARTERIAL STREETS	506000 - Development Impact Fees	-	-	-	-	-	-	-
2901 DIF - ARTERIAL STREETS	506010 - Dev Impact Fee: Res-Single	141,946	4,531	18,500	18,500	-	18,500	-
2901 DIF - ARTERIAL STREETS	506020 - Dev Impact Fee: Res-Multiple	-	69,576	52,700	52,700	-	52,700	-
2901 DIF - ARTERIAL STREETS	506030 - Dev Impact Fee: Comm-Nbhd/Comm	-	13,294	-	-	-	-	-
2901 DIF - ARTERIAL STREETS	506040 - Dev Impact Fee: Comm-Regional	-	-	-	-	-	-	-

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2901 DIF - ARTERIAL STREETS	506060 - Dev Impact Fee: Indust-General	37,597	-	-	-	-	-	-
2901 DIF - ARTERIAL STREETS	506070 - Dev Impact Fee: Office	9,628	96,103	-	-	-	-	-
2901 DIF - ARTERIAL STREETS	580010 - Claims, Judgemnts, Settlmnt	-	-	-	-	-	-	-
2901 DIF - ARTERIAL STREETS	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
2901 DIF - ARTERIAL STREETS	803003 - Transfers in - from TUMF CAPITAL PROJECTS FUND	-	-	-	-	-	-	-
2901 DIF - ARTERIAL STREETS	803301 - Transfers in - from DIF ARTERIAL STREETS CAPITAL P	-	60,659	727,903	727,903	-	727,903	-
2901 DIF - ARTERIAL STREETS	803710 - Transfers in - from COP 93 DEBT SERV FUND	-	-	-	-	-	-	-
2901 DIF - ARTERIAL STREETS Total		**332,403**	**331,896**	**832,603**	**832,603**	**-**	**832,603**	**-**
2902 DIF - TRAFFIC SIGNALS	460010 - Interest Income - Investments	35,870	29,683	9,000	9,000	-	9,000	-
2902 DIF - TRAFFIC SIGNALS	464010 - Unrealized Gains/Losses	11,208	14,745	-	-	-	-	-
2902 DIF - TRAFFIC SIGNALS	506000 - Development Impact Fees	-	-	-	-	-	-	-
2902 DIF - TRAFFIC SIGNALS	506010 - Dev Impact Fee: Res-Single	24,072	567	3,400	3,400	-	3,400	-
2902 DIF - TRAFFIC SIGNALS	506020 - Dev Impact Fee: Res-Multiple	-	22,932	14,300	14,300	-	14,300	-
2902 DIF - TRAFFIC SIGNALS	506030 - Dev Impact Fee: Comm-Nbhd/Comm	-	2,011	-	-	-	-	-
2902 DIF - TRAFFIC SIGNALS	506040 - Dev Impact Fee: Comm-Regional	-	-	-	-	-	-	-
2902 DIF - TRAFFIC SIGNALS	506060 - Dev Impact Fee: Indust-General	334,774	-	-	-	-	-	-
2902 DIF - TRAFFIC SIGNALS	506070 - Dev Impact Fee: Office	1,453	19,037	-	-	-	-	-
2902 DIF - TRAFFIC SIGNALS	803302 - Transfers in - from DIF TRAFFIC SIGNAL CAPITAL PRO	-	-	-	-	-	-	-
2902 DIF - TRAFFIC SIGNALS Total		**407,377**	**88,974**	**26,700**	**26,700**	**-**	**26,700**	**-**
2903 DIF - FIRE	460010 - Interest Income - Investments	16,775	12,900	27,200	27,200	-	27,200	-
2903 DIF - FIRE	464010 - Unrealized Gains/Losses	(6,651)	5,731	-	-	-	-	-
2903 DIF - FIRE	506000 - Development Impact Fees	-	-	-	-	-	-	-
2903 DIF - FIRE	506010 - Dev Impact Fee: Res-Single	22,366	650	44,000	44,000	-	44,000	-
2903 DIF - FIRE	506020 - Dev Impact Fee: Res-Multiple	-	7,878	11,000	11,000	-	11,000	-
2903 DIF - FIRE	506030 - Dev Impact Fee: Comm-Nbhd/Comm	-	237	-	-	-	-	-

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2903 DIF - FIRE	506040 - Dev Impact Fee: Comm-Regional	30	-	-	-	-	-	-
2903 DIF - FIRE	506060 - Dev Impact Fee: Indust-General	107,262	-	-	-	-	-	-
2903 DIF - FIRE	506070 - Dev Impact Fee: Office	336	2,868	-	-	-	-	-
2903 DIF - FIRE Total		**140,118**	**30,264**	**82,200**	**82,200**	**-**	**82,200**	**-**
2904 DIF - POLICE	460010 - Interest Income - Investments	-	-	-	-	-	-	-
2904 DIF - POLICE	464010 - Unrealized Gains/Losses	-	-	-	-	-	-	-
2904 DIF - POLICE	506000 - Development Impact Fees	-	-	-	-	-	-	-
2904 DIF - POLICE	506010 - Dev Impact Fee: Res-Single	16,181	464	-	-	-	-	-
2904 DIF - POLICE	506020 - Dev Impact Fee: Res-Multiple	-	7,878	-	-	-	-	-
2904 DIF - POLICE	506030 - Dev Impact Fee: Comm-Nbhd/Comm	-	688	-	-	-	-	-
2904 DIF - POLICE	506040 - Dev Impact Fee: Comm-Regional	54	-	-	-	-	-	-
2904 DIF - POLICE	506060 - Dev Impact Fee: Indust-General	77,673	-	-	-	-	-	-
2904 DIF - POLICE	506070 - Dev Impact Fee: Office	571	3,858	-	-	-	-	-
2904 DIF - POLICE Total		**94,479**	**12,888**	**-**	**-**	**-**	**-**	**-**
2905 DIF-PARKLAND FACILITIES	460010 - Interest Income - Investments	59,818	47,937	25,000	25,000	-	25,000	-
2905 DIF-PARKLAND FACILITIES	464010 - Unrealized Gains/Losses	(4,456)	22,865	-	-	-	-	-
2905 DIF-PARKLAND FACILITIES	506000 - Development Impact Fees	-	-	-	-	-	-	-
2905 DIF-PARKLAND FACILITIES	506010 - Dev Impact Fee: Res-Single	52,060	3,109	2,700	2,700	-	2,700	-
2905 DIF-PARKLAND FACILITIES	506020 - Dev Impact Fee: Res-Multiple	-	93,054	63,000	63,000	-	63,000	-
2905 DIF-PARKLAND FACILITIES	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2905 DIF-PARKLAND FACILITIES	803000 - Transfers in - from FACILITY CONST FUND	-	-	-	-	-	-	-
2905 DIF-PARKLAND FACILITIES	803006 - Transfers in - from PARKS & RECREATION CAP PROJ FD	-	33,905	406,860	406,860	-	406,860	-

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2905 DIF-PARKLAND FACILITIES Total		**107,422**	**200,870**	**497,560**	**497,560**	**-**	**497,560**	**-**
2906 DIF-QUIMBY IN-LIEU PARK FEES	460010 - Interest Income - Investments	44,074	42,867	22,600	22,600	-	22,600	-
2906 DIF-QUIMBY IN-LIEU PARK FEES	464010 - Unrealized Gains/Losses	(6,211)	24,549	-	-	-	-	-
2906 DIF-QUIMBY IN-LIEU PARK FEES	506000 - Development Impact Fees	-	-	-	-	-	-	-
2906 DIF-QUIMBY IN-LIEU PARK FEES	506010 - Dev Impact Fee: Res-Single	33,163	508,975	1,600	1,600	-	1,600	-
2906 DIF-QUIMBY IN-LIEU PARK FEES	506020 - Dev Impact Fee: Res-Multiple	-	33,384	28,400	28,400	-	28,400	-
2906 DIF-QUIMBY IN-LIEU PARK FEES	803006 - Transfers in - from PARKS & RECREATION CAP PROJ FD	-	95	1,135	1,135	-	1,135	-
2906 DIF-QUIMBY IN-LIEU PARK FEES Total		**71,026**	**609,869**	**53,735**	**53,735**	**-**	**53,735**	**-**
2907 DIF-REC CENTER	460010 - Interest Income - Investments	-	-	-	-	-	-	-
2907 DIF-REC CENTER	464010 - Unrealized Gains/Losses	-	-	-	-	-	-	-
2907 DIF-REC CENTER	506000 - Development Impact Fees	-	-	-	-	-	-	-
2907 DIF-REC CENTER	506010 - Dev Impact Fee: Res-Single	5,828	193	7,000	7,000	-	7,000	-
2907 DIF-REC CENTER	506020 - Dev Impact Fee: Res-Multiple	-	81,822	44,900	44,900	-	44,900	-
2907 DIF-REC CENTER	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2907 DIF-REC CENTER Total		**5,828**	**82,015**	**51,900**	**51,900**	**-**	**51,900**	**-**
2908 DIF-LIBRARY	460010 - Interest Income - Investments	91,370	47,756	46,600	46,600	-	46,600	-
2908 DIF-LIBRARY	464010 - Unrealized Gains/Losses	(13,620)	9,754	-	-	-	-	-
2908 DIF-LIBRARY	506000 - Development Impact Fees	-	-	-	-	-	-	-
2908 DIF-LIBRARY	506010 - Dev Impact Fee: Res-Single	26,529	813	27,700	27,700	-	27,700	-
2908 DIF-LIBRARY	506020 - Dev Impact Fee: Res-Multiple	-	38,922	24,400	24,400	-	24,400	-
2908 DIF-LIBRARY Total		**104,278**	**97,245**	**98,700**	**98,700**	**-**	**98,700**	**-**
2909 DIF-CITY HALL	460010 - Interest Income - Investments	50,508	43,580	25,700	25,700	-	25,700	-

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2909 DIF-CITY HALL	464010 - Unrealized Gains/Losses	(7,190)	22,519	-	-	-	-	-
2909 DIF-CITY HALL	506000 - Development Impact Fees	-	-	-	-	-	-	-
2909 DIF-CITY HALL	506010 - Dev Impact Fee: Res-Single	22,945	529	20,800	20,800	-	20,800	-
2909 DIF-CITY HALL	506020 - Dev Impact Fee: Res-Multiple	-	9,204	6,000	6,000	-	6,000	-
2909 DIF-CITY HALL	506030 - Dev Impact Fee: Comm-Nbhd/Comm	-	219	2,000	2,000	-	2,000	-
2909 DIF-CITY HALL	506040 - Dev Impact Fee: Comm-Regional	35	-	-	-	-	-	-
2909 DIF-CITY HALL	506060 - Dev Impact Fee: Indust-General	96,166	-	-	-	-	-	-
2909 DIF-CITY HALL	506070 - Dev Impact Fee: Office	311	3,390	-	-	-	-	-
2909 DIF-CITY HALL Total		**162,775**	**79,441**	**54,500**	**54,500**	**-**	**54,500**	**-**
2910 DIF-CORPORATE YARD	460010 - Interest Income - Investments	1,758	2,028	500	500	-	500	-
2910 DIF-CORPORATE YARD	464010 - Unrealized Gains/Losses	(77)	1,346	-	-	-	-	-
2910 DIF-CORPORATE YARD	506000 - Development Impact Fees	-	-	-	-	-	-	-
2910 DIF-CORPORATE YARD	506010 - Dev Impact Fee: Res-Single	12,428	298	10,700	10,700	-	10,700	-
2910 DIF-CORPORATE YARD	506020 - Dev Impact Fee: Res-Multiple	68,426	8,814	5,300	5,300	-	5,300	-
2910 DIF-CORPORATE YARD	506030 - Dev Impact Fee: Comm-Nbhd/Comm	-	157	-	-	-	-	-
2910 DIF-CORPORATE YARD	506040 - Dev Impact Fee: Comm-Regional	34	-	-	-	-	-	-
2910 DIF-CORPORATE YARD	506070 - Dev Impact Fee: Office	216	3,233	-	-	-	-	-
2910 DIF-CORPORATE YARD	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2910 DIF-CORPORATE YARD	803000 - Transfers in - from FACILITY CONST FUND	-	2,400,000	-	-	-	-	-
2910 DIF-CORPORATE YARD Total		**82,785**	**2,415,877**	**16,500**	**16,500**	**-**	**16,500**	**-**
2911 DIF-INTERCHANGE IMPROVEMENT	460010 - Interest Income - Investments	12,016	4,567	20,500	20,500	-	20,500	-
2911 DIF-INTERCHANGE IMPROVEMENT	464010 - Unrealized Gains/Losses	(17,664)	(474)	-	-	-	-	-
2911 DIF-INTERCHANGE IMPROVEMENT	506000 - Development Impact Fees	-	-	-	-	-	-	-
2911 DIF-INTERCHANGE IMPROVEMENT	506010 - Dev Impact Fee: Res-Single	23,842	524	18,800	18,800	-	18,800	-

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2911 DIF-INTERCHANGE IMPROVEMENT	506020 - Dev Impact Fee: Res-Multiple	-	-	1,800	1,800	-	1,800	-
2911 DIF-INTERCHANGE IMPROVEMENT	506030 - Dev Impact Fee: Comm-Nbhd/Comm	-	2,029	-	-	-	-	-
2911 DIF-INTERCHANGE IMPROVEMENT	506040 - Dev Impact Fee: Comm-Regional	-	-	-	-	-	-	-
2911 DIF-INTERCHANGE IMPROVEMENT	506060 - Dev Impact Fee: Indust-General	5,723	-	-	-	-	-	-
2911 DIF-INTERCHANGE IMPROVEMENT	506070 - Dev Impact Fee: Office	1,469	106	-	-	-	-	-
2911 DIF-INTERCHANGE IMPROVEMENT Total		**25,385**	**6,752**	**41,100**	**41,100**	**-**	**41,100**	**-**
2912 DIF-MAINTENANCE EQUIPMENT	460010 - Interest Income - Investments	1,593	1,423	800	800	-	800	-
2912 DIF-MAINTENANCE EQUIPMENT	464010 - Unrealized Gains/Losses	(271)	833	-	-	-	-	-
2912 DIF-MAINTENANCE EQUIPMENT	506000 - Development Impact Fees	-	-	-	-	-	-	-
2912 DIF-MAINTENANCE EQUIPMENT	506010 - Dev Impact Fee: Res-Single	2,275	50	1,800	1,800	-	1,800	-
2912 DIF-MAINTENANCE EQUIPMENT	506020 - Dev Impact Fee: Res-Multiple	-	-	100	100	-	100	-
2912 DIF-MAINTENANCE EQUIPMENT	506030 - Dev Impact Fee: Comm-Nbhd/Comm	-	12	-	-	-	-	-
2912 DIF-MAINTENANCE EQUIPMENT	506060 - Dev Impact Fee: Indust-General	5,548	-	1,500	1,500	-	1,500	-
2912 DIF-MAINTENANCE EQUIPMENT	506070 - Dev Impact Fee: Office	20	1	-	-	-	-	-
2912 DIF-MAINTENANCE EQUIPMENT Total		**9,166**	**2,319**	**4,200**	**4,200**	**-**	**4,200**	**-**
2913 DIF-ANIMAL SHELTER	460010 - Interest Income - Investments	-	-	-	-	-	-	-
2913 DIF-ANIMAL SHELTER	464010 - Unrealized Gains/Losses	-	-	-	-	-	-	-
2913 DIF-ANIMAL SHELTER	506000 - Development Impact Fees	-	-	-	-	-	-	-
2913 DIF-ANIMAL SHELTER	506010 - Dev Impact Fee: Res-Single	6,916	152	5,500	5,500	-	5,500	-
2913 DIF-ANIMAL SHELTER	506020 - Dev Impact Fee: Res-Multiple	-	-	600	600	-	600	-

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2913 DIF-ANIMAL SHELTER Total		**6,916**	**152**	**6,100**	**6,100**	**-**	**6,100**	**-**
3000 FACILITY CONSTRUCTION	464010 - Unrealized Gains/Losses	-	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION	486000 - State Grant-Operating Revenue	-	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION	500600 - Reimbursement Agreement	-	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION	580200 - Donations	-	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION	589900 - Other Misc. Revenue	620	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION	802905 - Transfers in - from DIF - PARKLAND FACILITIES	-	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION	802907 - Transfers in - from DIF - CRC (REC CTR)	-	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION	802908 - Transfers in - from DIF - LIBRARY	-	4,000,000	-	-	-	-	-
3000 FACILITY CONSTRUCTION	802909 - Transfers in - from DIF - CITY HALL	-	-	400,000	-	(400,000)	-	-
3000 FACILITY CONSTRUCTION	802910 - Transfers in - from DIF - CORPORATE YARD	-	2,500,000	-	-	-	-	-
3000 FACILITY CONSTRUCTION	805010 - Transfers in - from LIBRARY SERVICES FUND	-	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION	807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	-	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION Total		**620**	**6,500,000**	**400,000**	**-**	**(400,000)**	**-**	**-**
3002 PW GENERAL CAPITAL PROJECTS	460010 - Interest Income - Investments	-	-	-	-	-	-	-
3002 PW GENERAL CAPITAL PROJECTS	500600 - Reimbursement Agreement	-	2,880,400	-	-	-	-	-
3002 PW GENERAL CAPITAL PROJECTS	500700 - Developer Reimbursement	321,205	79,448	4,867,396	-	(4,867,396)	-	-

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3002 PW GENERAL CAPITAL PROJECTS	583010 - T & M Reimbursed Costs	-	-	-	-	-	-	-
3002 PW GENERAL CAPITAL PROJECTS Total		**321,205**	**2,959,848**	**4,867,396**	**-**	**(4,867,396)**	**-**	**-**
3003 TUMF CAPITAL PROJECTS	460010 - Interest Income - Investments	-	-	-	-	-	-	-
3003 TUMF CAPITAL PROJECTS	483010 - Reimbursements - Other Govts	2,572,753	770,749	4,000,000	5,300,000	1,300,000	-	(5,300,000)
3003 TUMF CAPITAL PROJECTS	500700 - Developer Reimbursement	-	-	-	-	-	-	-
3003 TUMF CAPITAL PROJECTS	589900 - Other Misc. Revenue	2,586	1,587	-	-	-	-	-
3003 TUMF CAPITAL PROJECTS Total		**2,575,339**	**772,336**	**4,000,000**	**5,300,000**	**1,300,000**	**-**	**(5,300,000)**
3005 FIRE SERVICES CAPITAL	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
3005 FIRE SERVICES CAPITAL	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
3005 FIRE SERVICES CAPITAL	803005 - Transfers in - from FIRE SERVICES CAP FUND	-	-	-	-	-	-	-
3005 FIRE SERVICES CAPITAL Total		**-**	**-**	**-**	**-**	**-**	**-**	**-**
3006 PARKS & RECREATION CAPITAL PROJ	482000 - Federal Reimbursements	-	-	-	-	-	-	-
3006 PARKS & RECREATION CAPITAL PROJ	483010 - Reimbursements - Other Govts	-	-	-	-	-	-	-
3006 PARKS & RECREATION CAPITAL PROJ	486000 - State Grant-Operating Revenue	-	-	-	-	-	-	-
3006 PARKS & RECREATION CAPITAL PROJ	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
3006 PARKS & RECREATION CAPITAL PROJ	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3006 PARKS & RECREATION CAPITAL PROJ	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
3006 PARKS & RECREATION CAPITAL PROJ	802905 - Transfers in - from DIF - PARKLAND FACILITIES	-	325,833	70,000	70,000	-	70,000	-
3006 PARKS & RECREATION CAPITAL PROJ	802906 - Transfers in - from DIF - QUIMBY IN-LIEU PARK FEES	-	51,775	621,300	621,300	-	621,300	-

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3006 PARKS & RECREATION CAPITAL PROJ	805011 - Transfers in - from ZONE "A" PARKS FUND	-	-	-	-	-	-	-
3006 PARKS & RECREATION CAPITAL PROJ Total		**-**	**377,608**	**691,300**	**691,300**	**-**	**691,300**	**-**
3301 DIF ARTERIAL STREETS CAPITAL PRO	589900 - Other Misc. Revenue	607	613	1,000	500	(500)	500	-
3301 DIF ARTERIAL STREETS CAPITAL PRO	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3301 DIF ARTERIAL STREETS CAPITAL PRO	802901 - Transfers in - from DIF - ARTERIAL STREETS	295,000	4,355,000	560,000	-	(560,000)	-	-
3301 DIF ARTERIAL STREETS CAPITAL PRO	802906 - Transfers in - from DIF - QUIMBY IN-LIEU PARK FEES	-	-	-	-	-	-	-
3301 DIF ARTERIAL STREETS CAPITAL PRO Total		**295,607**	**4,355,613**	**561,000**	**500**	**(560,500)**	**500**	**-**
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	482020 - Fed Reimb-Capital	18,900	3,530	-	895,000	895,000	-	(895,000)
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	589900 - Other Misc. Revenue	3,385	7	1,000	500	(500)	500	-
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	802902 - Transfers in - from DIF - TRAFFIC SIGNALS	-	1,530,000	902,000	720,000	(182,000)	720,000	-
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ Total		**22,285**	**1,533,537**	**903,000**	**1,615,500**	**712,500**	**720,500**	**(895,000)**
3311 DIF INTERCHANGE IMPROV CAP PROJ	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3311 DIF INTERCHANGE IMPROV CAP PROJ	802911 - Transfers in - from DIF - INTERCHG IMPROV	1,740,000	-	-	-	-	-	-
3311 DIF INTERCHANGE IMPROV CAP PROJ Total		**1,740,000**	**-**	**-**	**-**	**-**	**-**	**-**
3401 2005 LEASE REV BONDS-CAP ADMIN	460010 - Interest Income - Investments	834	128	-	-	-	-	-
3401 2005 LEASE REV BONDS-CAP ADMIN	500700 - Developer Reimbursement	-	160,556	-	-	-	-	-

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3401 2005 LEASE REV BONDS-CAP ADMIN	589900 - Other Misc. Revenue	-	854	-	-	-	-	-
3401 2005 LEASE REV BONDS-CAP ADMIN	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3401 2005 LEASE REV BONDS-CAP ADMIN	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
3401 2005 LEASE REV BONDS-CAP ADMIN Total		**834**	**161,538**	**-**	**-**	**-**	**-**	**-**
3405 TOWNGATE IMPR SPCL TAX CAP ADMIN	402040 - Special Tax Proceeds	-	-	-	-	-	-	-
3405 TOWNGATE IMPR SPCL TAX CAP ADMIN	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3405 TOWNGATE IMPR SPCL TAX CAP ADMIN	803705 - Transfers in - from TWNGT IMPV SPCL TAX REF DEBT S	47,480	32,500	32,500	33,800	1,300	34,500	700
3405 TOWNGATE IMPR SPCL TAX CAP ADMIN Total		**47,480**	**32,500**	**32,500**	**33,800**	**1,300**	**34,500**	**700**
3406 2007 TWNGTE SPC TAX REF CAP ADM	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3406 2007 TWNGTE SPC TAX REF CAP ADM	803706 - Transfers in - from TWNGT SPCL TAX REFNDG DEBT SV	142,780	148,600	148,600	154,600	6,000	157,700	3,100
3406 2007 TWNGTE SPC TAX REF CAP ADM Total		**142,780**	**148,600**	**148,600**	**154,600**	**6,000**	**157,700**	**3,100**
3407 AUTOMALL CAP-ADMIN	500600 - Reimbursement Agreement	-	-	-	-	-	-	-
3407 AUTOMALL CAP-ADMIN	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3407 AUTOMALL CAP-ADMIN	803702 - Transfers in - from TWNGT IMP DEBT SERV FUND	-	-	-	-	-	-	-
3407 AUTOMALL CAP-ADMIN	803707 - Transfers in - from AUTOML REFIN-CFD #3 DBT SVC FD	137,400	63,800	63,800	63,900	100	63,900	-
3407 AUTOMALL CAP-ADMIN Total		**137,400**	**63,800**	**63,800**	**63,900**	**100**	**63,900**	**-**
3451 WARNER RANCH ASDST	401040 - Property Tax - Bond Assessment	8,325	-	2,100	-	(2,100)	-	-

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3451 WARNER RANCH ASDST Total		**8,325**	**-**	**2,100**	**-**	**(2,100)**	**-**	**-**
3701 2005 LEASE REV BONDS-DEBT SVC	460010 - Interest Income - Investments	243	359	-	-	-	-	-
3701 2005 LEASE REV BONDS-DEBT SVC	800001 - Transfers in - from OTHER FUNDS	-	11	-	-	-	-	-
3701 2005 LEASE REV BONDS-DEBT SVC	802901 - Transfers in - from DIF - ARTERIAL STREETS	1,118,675	1,119,700	1,119,700	1,118,200	(1,500)	1,120,200	2,000
3701 2005 LEASE REV BONDS-DEBT SVC	802903 - Transfers in - from DIF - FIRE	254,008	254,000	254,000	256,400	2,400	257,200	800
3701 2005 LEASE REV BONDS-DEBT SVC	802904 - Transfers in - from DIF - POLICE	676,810	676,800	676,800	678,600	1,800	677,600	(1,000)
3701 2005 LEASE REV BONDS-DEBT SVC	803401 - Transfers in - from 2005 LEASE REV BONDS-CAP/ADMN	771	152	-	-	-	-	-
3701 2005 LEASE REV BONDS-DEBT SVC	804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	-	252,517	-	594,773	594,773	675,000	80,227
3701 2005 LEASE REV BONDS-DEBT SVC	806020 - Transfers in - from 2007 TAXABLE LEASE REV BONDS	-	-	-	-	-	-	-
3701 2005 LEASE REV BONDS-DEBT SVC	808010 - Transfers in - from RDA ADMIN FUND	-	-	597,373	-	(597,373)	-	-
3701 2005 LEASE REV BONDS-DEBT SVC	808311 - Transfers in - from RDA TAX INCREMENT FUND	593,873	347,081	-	-	-	-	-
3701 2005 LEASE REV BONDS-DEBT SVC Total		**2,644,379**	**2,650,620**	**2,647,873**	**2,647,973**	**100**	**2,730,000**	**82,027**
3702 TOWNGATE IMP DEBT SERV	402040 - Special Tax Proceeds	-	-	-	-	-	-	-
3705 TOWNGATE IMPR SPCL TAX REF DEBTS	402040 - Special Tax Proceeds	112,162	115,946	115,800	-	(115,800)	-	-
3705 TOWNGATE IMPR SPCL TAX REF DEBTS	404000 - Special Taxes	-	-	-	115,500	115,500	115,800	300
3705 TOWNGATE IMPR SPCL TAX REF DEBTS	460010 - Interest Income - Investments	62	29,693	100	100	-	100	-
3705 TOWNGATE IMPR SPCL TAX REF DEBTS	589000 - Bond Proceeds	-	-	-	-	-	-	-
3705 TOWNGATE IMPR SPCL TAX REF DEBTS	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3705 TOWNGATE IMPR SPCL TAX REF DEBTS	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-

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3705 TOWNGATE IMPR SPCL TAX REF DEBTS	803702 - Transfers in - from TWNGT IMP DEBT SERV FUND	-	-	-	-	-	-	-
3705 TOWNGATE IMPR SPCL TAX REF DEBTS	804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	-	114,614	-	277,181	277,181	280,000	2,819
3705 TOWNGATE IMPR SPCL TAX REF DEBTS	808010 - Transfers in - from RDA ADMIN FUND	-	-	277,181	-	(277,181)	-	-
3705 TOWNGATE IMPR SPCL TAX REF DEBTS	808311 - Transfers in - from RDA TAX INCREMENT FUND	276,459	159,831	-	-	-	-	-
3705 TOWNGATE IMPR SPCL TAX REF DEBTS Total		**388,683**	**420,084**	**393,081**	**392,781**	**(300)**	**395,900**	**3,119**
3706 TOWNGATE SPCL TAX REF DEBT SERV	460010 - Interest Income - Investments	230	237	300	300	-	300	-
3706 TOWNGATE SPCL TAX REF DEBT SERV	589000 - Bond Proceeds	-	-	-	-	-	-	-
3706 TOWNGATE SPCL TAX REF DEBT SERV	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3706 TOWNGATE SPCL TAX REF DEBT SERV	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
3706 TOWNGATE SPCL TAX REF DEBT SERV	803703 - Transfers in - from TWNGT REF DEBT SERV FUND	-	-	-	-	-	-	-
3706 TOWNGATE SPCL TAX REF DEBT SERV	804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	-	497,201	-	1,182,347	1,182,347	1,190,000	7,653
3706 TOWNGATE SPCL TAX REF DEBT SERV	808010 - Transfers in - from RDA ADMIN FUND	-	-	1,182,347	-	(1,182,347)	-	-
3706 TOWNGATE SPCL TAX REF DEBT SERV	808311 - Transfers in - from RDA TAX INCREMENT FUND	1,168,536	678,356	-	-	-	-	-
3706 TOWNGATE SPCL TAX REF DEBT SERV Total		**1,168,766**	**1,175,795**	**1,182,647**	**1,182,647**	**-**	**1,190,300**	**7,653**
3707 AUTOMALL REFIN-CFD#3 DEBT SERV	402000 - Sales Tax - General	-	-	-	-	-	-	-
3707 AUTOMALL REFIN-CFD#3 DEBT SERV	402040 - Special Tax Proceeds	78,021	74,137	81,600	-	(81,600)	-	-
3707 AUTOMALL REFIN-CFD#3 DEBT SERV	404000 - Special Taxes	-	-	-	54,400	54,400	52,700	(1,700)
3707 AUTOMALL REFIN-CFD#3 DEBT SERV	460010 - Interest Income - Investments	154	59	200	200	-	200	-
3707 AUTOMALL REFIN-CFD#3 DEBT SERV	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-

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3707 AUTOMALL REFIN-CFD#3 DEBT SERV	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
3707 AUTOMALL REFIN-CFD#3 DEBT SERV	803407 - Transfers in - from AUTOMALL CAP-ADMIN FUND	-	-	-	-	-	-	-
3707 AUTOMALL REFIN-CFD#3 DEBT SERV	804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	-	(26,708)	-	109,451	109,451	110,000	549
3707 AUTOMALL REFIN-CFD#3 DEBT SERV	808010 - Transfers in - from RDA ADMIN FUND	-	-	109,450	-	(109,450)	-	-
3707 AUTOMALL REFIN-CFD#3 DEBT SERV	808311 - Transfers in - from RDA TAX INCREMENT FUND	96,489	56,000	-	-	-	-	-
3707 AUTOMALL REFIN-CFD#3 DEBT SERV Total		**174,664**	**103,488**	**191,250**	**164,051**	**(27,199)**	**162,900**	**(1,151)**
3750 CH COP 97 DEBT SERVICE	460010 - Interest Income - Investments	-	-	-	-	-	-	-
3750 CH COP 97 DEBT SERVICE	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3750 CH COP 97 DEBT SERVICE	803753 - Transfers in - from 2011 PRIV PLMT REF 97 VAR COPS	4,260,000	-	-	-	-	-	-
3750 CH COP 97 DEBT SERVICE	807310 - Transfers in - from FACILITIES FUND (ADMIN/OPER)	822,025	-	-	-	-	-	-
3750 CH COP 97 DEBT SERVICE Total		**5,082,025**	**-**	**-**	**-**	**-**	**-**	**-**
3751 2011 PRIV PLACE REF 97 LRBS	460010 - Interest Income - Investments	-	-	-	-	-	-	-
3751 2011 PRIV PLACE REF 97 LRBS	589000 - Bond Proceeds	3,272,000	-	-	-	-	-	-
3751 2011 PRIV PLACE REF 97 LRBS	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3751 2011 PRIV PLACE REF 97 LRBS	801010 - Transfers in - from GENERAL FUND	-	236,032	176,000	190,400	14,400	188,000	(2,400)
3751 2011 PRIV PLACE REF 97 LRBS	804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	-	62,500	-	150,000	150,000	150,000	-
3751 2011 PRIV PLACE REF 97 LRBS	808010 - Transfers in - from RDA ADMIN FUND	-	-	150,000	-	(150,000)	-	-
3751 2011 PRIV PLACE REF 97 LRBS	808311 - Transfers in - from RDA TAX INCREMENT FUND	-	87,500	-	-	-	-	-

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3751 2011 PRIV PLACE REF 97 LRBS Total		**3,272,000**	**386,032**	**326,000**	**340,400**	**14,400**	**338,000**	**(2,400)**
3753 2011 PRIV PLMT REF 97 VAR COPS	589000 - Bond Proceeds	4,343,500	-	-	-	-	-	-
3753 2011 PRIV PLMT REF 97 VAR COPS	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3753 2011 PRIV PLMT REF 97 VAR COPS	807310 - Transfers in - from FACILITIES FUND (ADMIN/OPER)	-	787,318	711,100	787,000	75,900	787,500	500
3753 2011 PRIV PLMT REF 97 VAR COPS Total		**4,343,500**	**787,318**	**711,100**	**787,000**	**75,900**	**787,500**	**500**
3754 PUB SAFETY BOND DEBT SERVICE	460010 - Interest Income - Investments	22,796	-	-	-	-	-	-
3754 PUB SAFETY BOND DEBT SERVICE	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3754 PUB SAFETY BOND DEBT SERVICE	801010 - Transfers in - from GENERAL FUND	254,200	-	-	-	-	-	-
3754 PUB SAFETY BOND DEBT SERVICE	803751 - Transfers in - from 2011 PRIV PLACE REF. 97 LRBS	3,155,207	-	-	-	-	-	-
3754 PUB SAFETY BOND DEBT SERVICE	804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	-	-	-	-	-	-	-
3754 PUB SAFETY BOND DEBT SERVICE	808311 - Transfers in - from RDA TAX INCREMENT FUND	150,000	-	-	-	-	-	-
3754 PUB SAFETY BOND DEBT SERVICE Total		**3,582,203**	**-**	**-**	**-**	**-**	**-**	**-**
3756 OPA SALES TAX #2	402020 - Sales Tax - Note No. 2	-	-	-	-	-	-	-
3756 OPA SALES TAX #2	460030 - Interest Income - Price Club	449,473	-	-	-	-	-	-
3756 OPA SALES TAX #2 Total		**449,473**	**-**	**-**	**-**	**-**	**-**	**-**
3910 CELEBRATION PARK ENDOWMENT	460010 - Interest Income - Investments	1,261	1,042	1,000	1,000	-	1,000	-
3910 CELEBRATION PARK ENDOWMENT	464010 - Unrealized Gains/Losses	(271)	478	-	-	-	-	-
3910 CELEBRATION PARK ENDOWMENT	589040 - Endowment Contribution	-	-	-	-	-	-	-

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3910 CELEBRATION PARK ENDOWMENT Total		**990**	**1,520**	**1,000**	**1,000**	**-**	**1,000**	**-**
3911 EQUESTRIAN TRAIL ENDOWMENT	460010 - Interest Income - Investments	264	212	-	200	200	200	-
3911 EQUESTRIAN TRAIL ENDOWMENT	464010 - Unrealized Gains/Losses	(90)	159	-	-	-	-	-
3911 EQUESTRIAN TRAIL ENDOWMENT	589040 - Endowment Contribution	-	-	-	-	-	-	-
3911 EQUESTRIAN TRAIL ENDOWMENT Total		**174**	**371**	**-**	**200**	**200**	**200**	**-**
3912 ROCKRIDGE PARK ENDOWMENT	460010 - Interest Income - Investments	-	1,775	-	1,800	1,800	1,800	-
3912 ROCKRIDGE PARK ENDOWMENT	464010 - Unrealized Gains/Losses	-	-	-	-	-	-	-
3912 ROCKRIDGE PARK ENDOWMENT	589040 - Endowment Contribution	-	-	-	-	-	-	-
3912 ROCKRIDGE PARK ENDOWMENT Total		**-**	**1,775**	**-**	**1,800**	**1,800**	**1,800**	**-**
3913 NPDES ENDOWMENT FUND	460010 - Interest Income - Investments	-	-	-	-	-	-	-
3913 NPDES ENDOWMENT FUND	589040 - Endowment Contribution	-	14,506	-	-	-	-	-
3913 NPDES ENDOWMENT FUND Total		**-**	**14,506**	**-**	**-**	**-**	**-**	**-**
4011 ASSMT DIST 98-1 DEBT SERVICE	401040 - Property Tax - Bond Assessment	5,204	-	2,800	2,700	(100)	2,800	100
4011 ASSMT DIST 98-1 DEBT SERVICE	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
4011 ASSMT DIST 98-1 DEBT SERVICE	804015 - Transfers in - from CTRPT 87-4 AGENCY FUND	-	-	-	-	-	-	-
4011 ASSMT DIST 98-1 DEBT SERVICE Total		**5,204**	**-**	**2,800**	**2,700**	**(100)**	**2,800**	**100**

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4015 CTRPT 87-4	401040 - Property Tax - Bond Assessment	(2,643)	-	-	-	-	-	-
4015 CTRPT 87-4	460010 - Interest Income - Investments	-	-	-	-	-	-	-
4015 CTRPT 87-4	802006 - Transfers in - from SPCL DIST ADMIN FUND	-	-	-	-	-	-	-
4015 CTRPT 87-4 Total		**(2,643)**	**-**	**-**	**-**	**-**	**-**	**-**
4016 MV FOUNDATION - DONATIONS	580200 - Donations	-	-	-	-	-	-	-
4016 MV FOUNDATION - DONATIONS Total		**-**	**-**	**-**	**-**	**-**	**-**	**-**
4017 ARTS COMMISSION	580200 - Donations	504	-	1,300	2,500	1,200	3,500	1,000
4017 ARTS COMMISSION Total		**504**	**-**	**1,300**	**2,500**	**1,200**	**3,500**	**1,000**
4019 CFD#5 STONERIDGE	402040 - Special Tax Proceeds	376,005	384,249	392,850	-	(392,850)	-	-
4019 CFD#5 STONERIDGE	404000 - Special Taxes	-	-	-	382,000	382,000	389,900	7,900
4019 CFD#5 STONERIDGE	460010 - Interest Income - Investments	58	60	50	100	50	100	-
4019 CFD#5 STONERIDGE Total		**376,063**	**384,309**	**392,900**	**382,100**	**(10,800)**	**390,000**	**7,900**
4020 CFD#4I INFRASTRUCTURE	402040 - Special Tax Proceeds	-	-	604,600	-	(604,600)	-	-
4020 CFD#4I INFRASTRUCTURE	589000 - Bond Proceeds	-	-	-	-	-	-	-
4020 CFD#4I INFRASTRUCTURE Total		**-**	**-**	**604,600**	**-**	**(604,600)**	**-**	**-**
4800 SUCCESSOR AGENCY ADMIN FUND	401000 - Property Tax - Secured	-	2,537,358	8,950,000	9,238,000	288,000	9,238,000	-
4800 SUCCESSOR AGENCY ADMIN FUND	464010 - Unrealized Gains/Losses	-	(91,370)	-	-	-	-	-
4800 SUCCESSOR AGENCY ADMIN FUND	803707 - Transfers in - from AUTOML REFIN-CFD #3 DBT SVC FD	-	-	-	-	-	-	-

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4800 SUCCESSOR AGENCY ADMIN FUND Total		**-**	**2,445,988**	**8,950,000**	**9,238,000**	**288,000**	**9,238,000**	**-**
4820 SUCCESSOR AGENCY CAP PROJ	460010 - Interest Income - Investments	-	2	-	-	-	-	-
4820 SUCCESSOR AGENCY CAP PROJ	808010 - Transfers in - from RDA ADMIN FUND	-	-	-	-	-	-	-
4820 SUCCESSOR AGENCY CAP PROJ Total		**-**	**2**	**-**	**-**	**-**	**-**	**-**
4821 SUCCESSOR AGNCY 2007 TABS A CAP	460010 - Interest Income - Investments	-	176,661	-	-	-	-	-
4821 SUCCESSOR AGNCY 2007 TABS A CAP	464010 - Unrealized Gains/Losses	-	65,249	-	-	-	-	-
4821 SUCCESSOR AGNCY 2007 TABS A CAP Total		**-**	**241,910**	**-**	**-**	**-**	**-**	**-**
4850 SUCCESSOR AGNCY TAX REVENUE	460010 - Interest Income - Investments	-	75,734	-	-	-	-	-
4850 SUCCESSOR AGNCY TAX REVENUE	460200 - Interest Income - Other	-	5,438	-	-	-	-	-
4850 SUCCESSOR AGNCY TAX REVENUE	461000 - Principal Repayment	-	31,500	-	-	-	-	-
4850 SUCCESSOR AGNCY TAX REVENUE	804820 - Transfers In - from Successor Agency Capital Fund	-	3,718,466	-	-	-	-	-
4850 SUCCESSOR AGNCY TAX REVENUE Total		**-**	**3,831,138**	**-**	**-**	**-**	**-**	**-**
4851 SUCSR AGNCY 2007 TABS A DEBT SRV	460010 - Interest Income - Investments	-	4	-	-	-	-	-
4851 SUCSR AGNCY 2007 TABS A DEBT SRV	808010 - Transfers in - from RDA ADMIN FUND	-	-	-	-	-	-	-
4851 SUCSR AGNCY 2007 TABS A DEBT SRV Total		**-**	**4**	**-**	**-**	**-**	**-**	**-**
5010 LIBRARY SERVICES	401090 - Property Tax - Library	1,344,931	1,349,972	1,244,800	1,284,000	39,200	1,305,000	21,000
5010 LIBRARY SERVICES	440060 - Library Fines	42,302	50,220	60,600	50,000	(10,600)	50,000	-
5010 LIBRARY SERVICES	480110 - Interlibrary Book Loans	9,608	17,641	-	-	-	-	-

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5010 LIBRARY SERVICES	486000 - State Grant-Operating Revenue	64,489	-	-	-	-	-	-
5010 LIBRARY SERVICES	500200 - Library Fees	40,201	19,419	11,000	18,000	7,000	18,000	-
5010 LIBRARY SERVICES	580200 - Donations	22,782	22,725	2,000	2,000	-	2,000	-
5010 LIBRARY SERVICES	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
5010 LIBRARY SERVICES	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
5010 LIBRARY SERVICES	801010 - Transfers in - from GENERAL FUND	446,740	346,800	415,800	359,708	(56,092)	359,708	-
5010 LIBRARY SERVICES	803000 - Transfers in - from FACILITY CONST FUND	-	-	-	-	-	-	-
5010 LIBRARY SERVICES	805011 - Transfers in - from ZONE "A" PARKS FUND	-	-	160,000	160,000	-	160,000	-
5010 LIBRARY SERVICES	807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	-	-	-	-	-	-	-
5010 LIBRARY SERVICES Total		**1,971,052**	**1,806,776**	**1,894,200**	**1,873,708**	**(20,492)**	**1,894,708**	**21,000**
5011 ZONE A PARKS	401000 - Property Tax - Secured	1,469,602	1,487,220	1,449,000	1,521,000	72,000	1,545,000	24,000
5011 ZONE A PARKS	401010 - Property Tax - Unsecured	80,623	80,955	93,500	81,000	(12,500)	81,000	-
5011 ZONE A PARKS	401020 - Property Tax - Prior Years	3,493	4,140	6,000	6,000	-	6,000	-
5011 ZONE A PARKS	401030 - Property Tax - Homeowner Exemp	25,590	25,632	32,800	26,000	(6,800)	26,000	-
5011 ZONE A PARKS	401050 - Property Tax - Teeter/Del Tax	112,744	74,062	113,800	75,000	(38,800)	75,000	-
5011 ZONE A PARKS	401100 - ERAF	-	-	-	-	-	-	-
5011 ZONE A PARKS	460010 - Interest Income - Investments	21,416	24,261	-	25,000	25,000	25,000	-
5011 ZONE A PARKS	463000 - Rental Income	-	-	-	-	-	-	-
5011 ZONE A PARKS	463010 - Towngate Center Rentals	61,439	76,107	60,000	70,000	10,000	70,000	-
5011 ZONE A PARKS	463020 - CRC Banquet Rm. Rentals	168,769	216,848	185,000	200,000	15,000	200,000	-
5011 ZONE A PARKS	463030 - Mobile Home Rentals	4,275	-	6,000	6,000	-	6,000	-
5011 ZONE A PARKS	463040 - Senior Center Rentals	36,507	41,301	35,000	39,000	4,000	39,000	-
5011 ZONE A PARKS	463060 - Headstart Rent	-	-	-	-	-	-	-
5011 ZONE A PARKS	463070 - Lease Payments - Sub-Agents	46,515	48,725	54,000	49,900	(4,100)	51,300	1,400
5011 ZONE A PARKS	463080 - Cell Tower Rental Income	160,161	183,208	160,000	194,000	34,000	200,000	6,000
5011 ZONE A PARKS	464010 - Unrealized Gains/Losses	6,913	15,132	-	-	-	-	-
5011 ZONE A PARKS	486000 - State Grant-Operating Revenue	-	-	-	-	-	-	-

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5011 ZONE A PARKS	489000 - Other Grant-Operating Revenue	-	-	-	-	-	-	-
5011 ZONE A PARKS	500800 - Parcel Fees	5,025,169	4,977,963	4,770,000	4,900,000	130,000	4,900,000	-
5011 ZONE A PARKS	500900 - Admin Citation Fees	-	5,622	-	16,000	16,000	16,000	-
5011 ZONE A PARKS	501000 - Graffiti Abatement Fees	6,153	6,277	6,000	6,300	300	6,300	-
5011 ZONE A PARKS	507010 - Recreation Program Fees	240,571	266,485	238,500	275,455	36,955	278,840	3,385
5011 ZONE A PARKS	507020 - Park Fees	297,843	273,844	271,500	277,770	6,270	277,770	-
5011 ZONE A PARKS	507030 - Senior Center Fees	4,976	4,423	5,300	4,500	(800)	4,500	-
5011 ZONE A PARKS	507040 - Adult Sport Fees	68,005	40,210	78,000	65,692	(12,308)	65,692	-
5011 ZONE A PARKS	507050 - Youth Sport Fees	69,257	79,438	70,500	80,000	9,500	80,000	-
5011 ZONE A PARKS	507060 - Contract Programs-Adults	31,867	23,176	30,000	22,000	(8,000)	22,000	-
5011 ZONE A PARKS	507070 - Contract Programs-Youth	87,830	99,777	95,000	100,000	5,000	100,000	-
5011 ZONE A PARKS	507080 - Spl Seasonal Events-4th of Jul	5,451	4,603	-	50,000	50,000	50,000	-
5011 ZONE A PARKS	507090 - Spl Seasonal Events	3,488	4,883	26,000	8,085	(17,915)	8,085	-
5011 ZONE A PARKS	507100 - Skate Park Fees	17,464	16,365	20,000	17,820	(2,180)	17,820	-
5011 ZONE A PARKS	507110 - Skate Park - Snacks	9,964	8,980	12,000	13,000	1,000	13,000	-
5011 ZONE A PARKS	507210 - Golf Course Fees	-	-	-	72,000	72,000	72,000	-
5011 ZONE A PARKS	507220 - Golf Course Fees 2 - REMOVE - Data to 507210	3,697	180	3,500	-	(3,500)	-	-
5011 ZONE A PARKS	507230 - Golf Course Fees 3 - REMOVE - Data to 507210	72,090	6,694	70,600	-	(70,600)	-	-
5011 ZONE A PARKS	507310 - Registration Fees	12,321	12,636	12,500	12,500	-	12,500	-
5011 ZONE A PARKS	507400 - Cleaning/Linen/Security Fees	-	-	-	46,000	46,000	46,000	-
5011 ZONE A PARKS	509000 - Other Fees	2,670	3,070	4,000	-	(4,000)	-	-
5011 ZONE A PARKS	523010 - Insp Fees - Engineering	11,700	263,558	8,000	-	(8,000)	-	-
5011 ZONE A PARKS	540040 - Engineering Plan Check Fees	6,600	190,155	4,500	-	(4,500)	-	-
5011 ZONE A PARKS	580010 - Claims, Judgemnts, Settlmnt	-	1,930	-	-	-	-	-
5011 ZONE A PARKS	580040 - Fixed Asset Sales/Gains	-	-	-	-	-	-	-
5011 ZONE A PARKS	580070 - Pepsi Revenue	16,037	51,981	16,000	16,000	-	16,000	-
5011 ZONE A PARKS	580200 - Donations	13,110	9	60,000	1,000	(59,000)	1,000	-
5011 ZONE A PARKS	585050 - Fixed Asset Trade-In Allowance	-	-	-	-	-	-	-
5011 ZONE A PARKS	589900 - Other Misc. Revenue	567	288	500	1,100	600	1,100	-
5011 ZONE A PARKS	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
5011 ZONE A PARKS	801010 - Transfers in - from GENERAL FUND	298,513	307,500	307,500	307,500	-	307,500	-

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5011 ZONE A PARKS	802205 - Transfers in - from PAL GRANTS - NON PUBLIC SAFETY	-	-	-	-	-	-	-
5011 ZONE A PARKS	802905 - Transfers in - from DIF - PARKLAND FACILITIES	-	-	-	-	-	-	-
5011 ZONE A PARKS	805011 - Transfers in - from ZONE "A" PARKS FUND	-	-	-	-	-	-	-
5011 ZONE A PARKS	807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	25,000	-	-	116,636	116,636	-	(116,636)
5011 ZONE A PARKS Total		**8,528,391**	**8,927,636**	**8,305,000**	**8,702,258**	**397,258**	**8,620,407**	**(81,851)**
5012 ZONE B STREET LIGHTS	401000 - Property Tax - Secured	74,693	73,033	76,500	74,800	(1,700)	74,800	-
5012 ZONE B STREET LIGHTS	401010 - Property Tax - Unsecured	4,072	4,105	16,500	4,100	(12,400)	4,100	-
5012 ZONE B STREET LIGHTS	401020 - Property Tax - Prior Years	176	173	-	300	300	300	-
5012 ZONE B STREET LIGHTS	401030 - Property Tax - Homeowner Exemp	1,298	1,254	1,200	1,300	100	1,300	-
5012 ZONE B STREET LIGHTS	401050 - Property Tax - Teeter/Del Tax	5,695	3,756	-	4,800	4,800	4,800	-
5012 ZONE B STREET LIGHTS	460010 - Interest Income - Investments	(4,036)	669	-	-	-	-	-
5012 ZONE B STREET LIGHTS	464010 - Unrealized Gains/Losses	(1,174)	2,471	-	-	-	-	-
5012 ZONE B STREET LIGHTS	500800 - Parcel Fees	947,338	939,951	932,952	941,300	8,348	943,100	1,800
5012 ZONE B STREET LIGHTS	501100 - Advanced Energy Fees	324	522	400	42,700	42,300	87,300	44,600
5012 ZONE B STREET LIGHTS	509000 - Other Fees	-	-	-	-	-	-	-
5012 ZONE B STREET LIGHTS	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
5012 ZONE B STREET LIGHTS	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
5012 ZONE B STREET LIGHTS	801010 - Transfers in - from GENERAL FUND	623,300	675,000	675,000	608,000	(67,000)	620,000	12,000
5012 ZONE B STREET LIGHTS	802006 - Transfers in - from SPCL DIST ADMIN FUND	90,291	-	-	-	-	-	-
5012 ZONE B STREET LIGHTS Total		**1,741,978**	**1,700,935**	**1,702,552**	**1,677,300**	**(25,252)**	**1,735,700**	**58,400**
5013 ZONE E EXTENDED LANDSCAPE	460010 - Interest Income - Investments	85,100	71,938	70,000	4,346	(65,654)	4,171	(175)
5013 ZONE E EXTENDED LANDSCAPE	464010 - Unrealized Gains/Losses	(10,178)	36,431	-	-	-	-	-
5013 ZONE E EXTENDED LANDSCAPE	500600 - Reimbursement Agreement	4,176	1,861	3,800	1,800	(2,000)	1,800	-

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5013 ZONE E EXTENDED LANDSCAPE	500800 - Parcel Fees	2,399,003	2,410,151	2,432,338	2,465,109	32,771	2,487,205	22,096
5013 ZONE E EXTENDED LANDSCAPE	509000 - Other Fees	30	-	100	-	(100)	-	-
5013 ZONE E EXTENDED LANDSCAPE	523050 - Insp Fees - Landscape	-	-	12,000	-	(12,000)	-	-
5013 ZONE E EXTENDED LANDSCAPE	540060 - Landscape Plan Check Fees	-	-	-	-	-	-	-
5013 ZONE E EXTENDED LANDSCAPE	580010 - Claims, Judgemnts, Settlmnt	386	6,982	-	-	-	-	-
5013 ZONE E EXTENDED LANDSCAPE	589900 - Other Misc. Revenue	69	-	-	-	-	-	-
5013 ZONE E EXTENDED LANDSCAPE Total		**2,478,586**	**2,527,363**	**2,518,238**	**2,471,255**	**(46,983)**	**2,493,176**	**21,921**
5110 ZONE C ARTERIAL ST LIGHTS	401000 - Property Tax - Secured	98,919	98,176	90,500	95,900	5,400	95,900	-
5110 ZONE C ARTERIAL ST LIGHTS	401010 - Property Tax - Unsecured	5,503	5,510	6,300	5,600	(700)	5,600	-
5110 ZONE C ARTERIAL ST LIGHTS	401020 - Property Tax - Prior Years	238	232	-	300	300	300	-
5110 ZONE C ARTERIAL ST LIGHTS	401030 - Property Tax - Homeowner Exemp	1,742	1,710	1,000	1,800	800	1,800	-
5110 ZONE C ARTERIAL ST LIGHTS	401050 - Property Tax - Teeter/Del Tax	7,696	5,041	-	6,400	6,400	6,400	-
5110 ZONE C ARTERIAL ST LIGHTS	401100 - ERAF	-	-	-	-	-	-	-
5110 ZONE C ARTERIAL ST LIGHTS	460010 - Interest Income - Investments	8,500	3,383	4,500	-	(4,500)	-	-
5110 ZONE C ARTERIAL ST LIGHTS	464010 - Unrealized Gains/Losses	(2,759)	27	-	-	-	-	-
5110 ZONE C ARTERIAL ST LIGHTS	500800 - Parcel Fees	432,491	429,363	426,186	422,000	(4,186)	422,000	-
5110 ZONE C ARTERIAL ST LIGHTS	501100 - Advanced Energy Fees	19,260	43,512	5,000	108,500	103,500	28,700	(79,800)
5110 ZONE C ARTERIAL ST LIGHTS	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
5110 ZONE C ARTERIAL ST LIGHTS	801010 - Transfers in - from GENERAL FUND	-	90,000	420,000	288,000	(132,000)	397,000	109,000

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5110 ZONE C ARTERIAL ST LIGHTS Total		**571,589**	**676,955**	**953,486**	**928,500**	**(24,986)**	**957,700**	**29,200**
5111 ZONE D STANDARD LANDSCAPE	460010 - Interest Income - Investments	5,737	6,172	720	515	(205)	412	(103)
5111 ZONE D STANDARD LANDSCAPE	464010 - Unrealized Gains/Losses	1,470	3,685	-	-	-	-	-
5111 ZONE D STANDARD LANDSCAPE	500600 - Reimbursement Agreement	-	-	-	-	-	-	-
5111 ZONE D STANDARD LANDSCAPE	500800 - Parcel Fees	1,120,645	1,135,027	1,104,180	1,188,600	84,420	1,198,100	9,500
5111 ZONE D STANDARD LANDSCAPE	509000 - Other Fees	30	-	-	-	-	-	-
5111 ZONE D STANDARD LANDSCAPE	523050 - Insp Fees - Landscape	-	-	24,000	-	(24,000)	-	-
5111 ZONE D STANDARD LANDSCAPE	540060 - Landscape Plan Check Fees	-	1,680	10,000	-	(10,000)	-	-
5111 ZONE D STANDARD LANDSCAPE	580010 - Claims, Judgemnts, Settlmnt	5,624	-	-	-	-	-	-
5111 ZONE D STANDARD LANDSCAPE	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
5111 ZONE D STANDARD LANDSCAPE Total		**1,133,506**	**1,146,564**	**1,138,900**	**1,189,115**	**50,215**	**1,198,512**	**9,397**
5112 ZONE M MEDIANS	460010 - Interest Income - Investments	-	3,498	-	409	409	427	18
5112 ZONE M MEDIANS	464010 - Unrealized Gains/Losses	-	5,678	-	-	-	-	-
5112 ZONE M MEDIANS	500800 - Parcel Fees	144,898	150,723	141,531	200,700	59,169	202,700	2,000
5112 ZONE M MEDIANS	509000 - Other Fees	-	-	-	-	-	-	-
5112 ZONE M MEDIANS	523050 - Insp Fees - Landscape	4,021	38,322	30,500	-	(30,500)	-	-
5112 ZONE M MEDIANS	540060 - Landscape Plan Check Fees	9,315	10,196	10,000	-	(10,000)	-	-
5112 ZONE M MEDIANS	580010 - Claims, Judgemnts, Settlmnt	-	-	-	-	-	-	-
5112 ZONE M MEDIANS	589900 - Other Misc. Revenue	350	751	-	-	-	-	-
5112 ZONE M MEDIANS	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
5112 ZONE M MEDIANS	801010 - Transfers in - from GENERAL FUND	103,400	103,400	103,400	103,400	-	103,400	-
5112 ZONE M MEDIANS Total		**261,984**	**312,568**	**285,431**	**304,509**	**19,078**	**306,527**	**2,018**

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5113 CFD#1	402040 - Special Tax Proceeds	1,013,881	965,251	1,000,000	-	(1,000,000)	-	-
5113 CFD#1	404000 - Special Taxes	-	-	-	1,000,000	1,000,000	1,000,000	-
5113 CFD#1	460010 - Interest Income - Investments	24,911	22,722	16,000	25,000	9,000	25,000	-
5113 CFD#1	464010 - Unrealized Gains/Losses	(243)	12,343	-	-	-	-	-
5113 CFD#1	500800 - Parcel Fees	25,305	25,300	25,400	25,400	-	25,400	-
5113 CFD#1	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
5113 CFD#1	805013 - Transfers in - from ZONE "E" EXT LDSC FUND	-	-	-	-	-	-	-
5113 CFD#1 Total		**1,063,854**	**1,025,615**	**1,041,400**	**1,050,400**	**9,000**	**1,050,400**	**-**
5114 ZONE S	460010 - Interest Income - Investments	1,690	1,169	600	51	(549)	41	(10)
5114 ZONE S	464010 - Unrealized Gains/Losses	(77)	282	-	-	-	-	-
5114 ZONE S	500800 - Parcel Fees	51,966	57,405	53,295	55,800	2,505	56,300	500
5114 ZONE S	509000 - Other Fees	-	-	-	-	-	-	-
5114 ZONE S	523050 - Insp Fees - Landscape	-	-	-	-	-	-	-
5114 ZONE S	540060 - Landscape Plan Check Fees	-	-	-	-	-	-	-
5114 ZONE S	580010 - Claims, Judgemnts, Settlmnt	-	-	-	-	-	-	-
5114 ZONE S	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
5114 ZONE S Total		**53,579**	**58,856**	**53,895**	**55,851**	**1,956**	**56,341**	**490**
6010 ELECTRIC	460000 - Interest Income	-	-	25,000	25,000	-	25,000	-
6010 ELECTRIC	460010 - Interest Income - Investments	32,202	51,141	-	-	-	-	-
6010 ELECTRIC	463050 - Rental Revenue - ENCO	72,277	51,274	55,500	55,500	-	55,500	-
6010 ELECTRIC	464010 - Unrealized Gains/Losses	(3,388)	37,604	-	-	-	-	-
6010 ELECTRIC	500700 - Developer Reimbursement	-	-	-	-	-	-	-
6010 ELECTRIC	501100 - Advanced Energy Fees	-	-	-	-	-	-	-
6010 ELECTRIC	540040 - Engineering Plan Check Fees	136,441	173,639	100,000	100,000	-	100,000	-
6010 ELECTRIC	560010 - Generation	9,121,737	9,853,973	10,641,000	10,998,657	357,657	11,218,630	219,973
6010 ELECTRIC	560020 - Distribution	4,839,095	5,068,006	5,084,000	5,429,282	345,282	5,537,868	108,586
6010 ELECTRIC	560030 - Transmission	-	131,726	812,300	816,325	4,025	832,652	16,327
6010 ELECTRIC	560060 - Special Charges	152,914	136,566	144,100	147,695	3,595	149,991	2,296
6010 ELECTRIC	560070 - Public Purpose Programs	1,025,989	1,415,924	877,200	1,118,589	241,389	1,140,961	22,372
6010 ELECTRIC	560080 - Electricity Fee Refunds	(41,574)	(1,068)	(95,000)	(95,000)	-	(95,000)	-

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6010 ELECTRIC	560090 - Allowance Revenue	-	-	-	400,000	400,000	400,000	-
6010 ELECTRIC	580010 - Claims, Judgemnts, Settlmnt	42,710	4,950	-	-	-	-	-
6010 ELECTRIC	580040 - Fixed Asset Sales/Gains	-	-	-	-	-	-	-
6010 ELECTRIC	585000 - Replacement Charge Revenue	3,900	-	4,000	4,000	-	4,000	-
6010 ELECTRIC	589050 - Contributed Capital	-	-	-	-	-	-	-
6010 ELECTRIC	589900 - Other Misc. Revenue	137,182	108,015	169,000	119,488	(49,512)	121,878	2,390
6010 ELECTRIC	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
6010 ELECTRIC	802513 - Transfers in - from CDBG RECOVERY ACT OF 2009	107,841	-	-	-	-	-	-
6010 ELECTRIC	803401 - Transfers in - from 2005 LEASE REV BONDS-CAP/ADMN	-	-	-	-	-	-	-
6010 ELECTRIC	803708 - Transfers in - from CFD#5 STONERIDGE DEBT SVC FND	-	-	-	-	-	-	-
6010 ELECTRIC	805012 - Transfers in - from ZONE "B" ST LGHT FUND	-	-	-	-	-	-	-
6010 ELECTRIC	805110 - Transfers in - from ZONE "C" ART LGHT FUND	-	-	-	-	-	-	-
6010 ELECTRIC Total		**15,627,325**	**17,031,750**	**17,817,100**	**19,119,536**	**1,302,436**	**19,491,480**	**371,944**
6020 2007 TAXABLE LEASE REVENUE BONDS	460010 - Interest Income - Investments	728	438	-	-	-	-	-
6020 2007 TAXABLE LEASE REVENUE BONDS	460200 - Interest Income - Other	-	-	-	-	-	-	-
6020 2007 TAXABLE LEASE REVENUE BONDS	589000 - Bond Proceeds	-	-	-	-	-	-	-
6020 2007 TAXABLE LEASE REVENUE BONDS	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
6020 2007 TAXABLE LEASE REVENUE BONDS	803701 - Transfers in - from 2005 LEASE REV BONDS-DEBT SVC	-	-	-	-	-	-	-
6020 2007 TAXABLE LEASE REVENUE BONDS Total		**728**	**438**	**-**	**-**	**-**	**-**	**-**
6030 2005 LEASE REVENUE BONDS	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
6030 2005 LEASE REVENUE BONDS	806010 - Transfers in - from ELECTRIC FUND	-	-	-	-	-	-	-

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6030 2005 LEASE REVENUE BONDS Total		**-**	**-**	**-**	**-**	**-**	**-**	**-**
7010 GENERAL LIABILITY INSURANCE	501050 - Other Subpnas/Court Ap	-	529	-	-	-	-	-
7010 GENERAL LIABILITY INSURANCE	580010 - Claims, Judgemnts, Settlmnt	196	(1,098)	-	-	-	-	-
7010 GENERAL LIABILITY INSURANCE	585000 - Replacement Charge Revenue	200	-	-	-	-	-	-
7010 GENERAL LIABILITY INSURANCE	585020 - Administrative Charges	947,684	798,967	808,100	793,152	(14,948)	793,152	-
7010 GENERAL LIABILITY INSURANCE	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
7010 GENERAL LIABILITY INSURANCE Total		**948,080**	**798,398**	**808,100**	**793,152**	**(14,948)**	**793,152**	**-**
7110 WORKERS' COMPENSATION	483010 - Reimbursements - Other Govts	-	-	-	-	-	-	-
7110 WORKERS' COMPENSATION	580010 - Claims, Judgemnts, Settlmnt	-	-	-	-	-	-	-
7110 WORKERS' COMPENSATION	585040 - Accum. Workers Comp. Chg.	-	778,688	781,600	785,600	4,000	785,600	-
7110 WORKERS' COMPENSATION	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
7110 WORKERS' COMPENSATION	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
7110 WORKERS' COMPENSATION Total		**-**	**778,688**	**781,600**	**785,600**	**4,000**	**785,600**	**-**
7210 TECHNOLOGY SERVICES	486000 - State Grant-Operating Revenue	-	-	-	-	-	-	-
7210 TECHNOLOGY SERVICES	580010 - Claims, Judgemnts, Settlmnt	-	-	-	-	-	-	-
7210 TECHNOLOGY SERVICES	580040 - Fixed Asset Sales/Gains	-	-	-	-	-	-	-
7210 TECHNOLOGY SERVICES	585000 - Replacement Charge Revenue	264,400	-	264,600	633,000	368,400	293,000	(340,000)
7210 TECHNOLOGY SERVICES	585020 - Administrative Charges	4,014,824	3,814,269	3,989,300	3,989,300	-	3,989,300	-

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7210 TECHNOLOGY SERVICES	585060 - Reimbursements-Interfund	-	-	-	-	-	-	-
7210 TECHNOLOGY SERVICES	589900 - Other Misc. Revenue	1,970	391	-	-	-	-	-
7210 TECHNOLOGY SERVICES	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
7210 TECHNOLOGY SERVICES	801010 - Transfers in - from GENERAL FUND	-	1,900,000	238,000	-	(238,000)	-	-
7210 TECHNOLOGY SERVICES	802011 - Transfers in - from PUB/EDUC/GOVT ACCESS PROG FD	-	-	-	-	-	-	-
7210 TECHNOLOGY SERVICES	807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	-	-	-	-	-	-	-
7210 TECHNOLOGY SERVICES Total		**4,281,193**	**5,714,660**	**4,491,900**	**4,622,300**	**130,400**	**4,282,300**	**(340,000)**
7310 FACILITIES MAINTENANCE	500600 - Reimbursement Agreement	1,272	1,338	1,700	1,300	(400)	1,300	-
7310 FACILITIES MAINTENANCE	580040 - Fixed Asset Sales/Gains	-	-	-	-	-	-	-
7310 FACILITIES MAINTENANCE	580120 - Employee Beverage Service	5,783	5,124	3,100	4,800	1,700	4,800	-
7310 FACILITIES MAINTENANCE	585000 - Replacement Charge Revenue	27,600	-	-	-	-	-	-
7310 FACILITIES MAINTENANCE	585010 - In-House Copier Charges	147,884	135,662	-	132,636	132,636	132,636	-
7310 FACILITIES MAINTENANCE	585020 - Administrative Charges	2,756,200	4,047,081	4,076,400	4,342,550	266,150	4,342,550	-
7310 FACILITIES MAINTENANCE	585080 - Security Guard Reimb	-	-	-	-	-	-	-
7310 FACILITIES MAINTENANCE	589900 - Other Misc. Revenue	13,010	385	-	300	300	300	-
7310 FACILITIES MAINTENANCE	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
7310 FACILITIES MAINTENANCE	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
7310 FACILITIES MAINTENANCE	803000 - Transfers in - from FACILITY CONST FUND	-	-	-	-	-	-	-
7310 FACILITIES MAINTENANCE	803750 - Transfers in - from CH COP 97 DEBT SERV FUND	1,060,505	-	-	-	-	-	-
7310 FACILITIES MAINTENANCE	807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	-	-	-	-	-	-	-

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7310 FACILITIES MAINTENANCE Total		**4,012,254**	**4,189,590**	**4,081,200**	**4,481,586**	**400,386**	**4,481,586**	**-**
7410 EQUIPMENT MAINTENANCE	580040 - Fixed Asset Sales/Gains	-	-	-	-	-	-	-
7410 EQUIPMENT MAINTENANCE	585000 - Replacement Charge Revenue	3,700	-	3,800	3,800	-	3,800	-
7410 EQUIPMENT MAINTENANCE	585020 - Administrative Charges	489,564	739,470	737,031	794,334	57,303	782,334	(12,000)
7410 EQUIPMENT MAINTENANCE	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
7410 EQUIPMENT MAINTENANCE	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
7410 EQUIPMENT MAINTENANCE	801010 - Transfers in - from GENERAL FUND	114,000	-	-	-	-	-	-
7410 EQUIPMENT MAINTENANCE Total		**607,264**	**739,470**	**740,831**	**798,134**	**57,303**	**786,134**	**(12,000)**
7510 EQUIPT REPLACEMENT RESERVE	580010 - Claims, Judgemnts, Settlmnt	-	-	-	-	-	-	-
7510 EQUIPT REPLACEMENT RESERVE	580040 - Fixed Asset Sales/Gains	605	-	-	-	-	-	-
7510 EQUIPT REPLACEMENT RESERVE	585000 - Replacement Charge Revenue	2,304,055	2,583,422	2,284,402	2,284,402	-	2,284,402	-
7510 EQUIPT REPLACEMENT RESERVE	589900 - Other Misc. Revenue	-	2,124	-	-	-	-	-
7510 EQUIPT REPLACEMENT RESERVE Total		**2,304,660**	**2,585,546**	**2,284,402**	**2,284,402**	**-**	**2,284,402**	**-**
8010 RDA ADMINISTRATION	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
8010 RDA ADMINISTRATION	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
8010 RDA ADMINISTRATION	808311 - Transfers in - from RDA TAX INCREMENT FUND	-	445,011	-	-	-	-	-
8010 RDA ADMINISTRATION Total		**-**	**445,011**	**-**	**-**	**-**	**-**	**-**
8110 RDA CAPITAL PROJECTS	460200 - Interest Income - Other	1,959	-	-	-	-	-	-
8110 RDA CAPITAL PROJECTS	461000 - Principal Repayment	4,500	-	-	-	-	-	-

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8110 RDA CAPITAL PROJECTS	500600 - Reimbursement Agreement	155,390	-	-	-	-	-	-
8110 RDA CAPITAL PROJECTS	589900 - Other Misc. Revenue	297	-	-	-	-	-	-
8110 RDA CAPITAL PROJECTS	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
8110 RDA CAPITAL PROJECTS	808311 - Transfers in - from RDA TAX INCREMENT FUND	-	-	-	-	-	-	-
8110 RDA CAPITAL PROJECTS Total		**162,146**	**-**	**-**	**-**	**-**	**-**	**-**
8111 RDA 2007 TABS, SERIES A CAP PROJ	460010 - Interest Income - Investments	798,704	380,808	-	-	-	-	-
8111 RDA 2007 TABS, SERIES A CAP PROJ	464010 - Unrealized Gains/Losses	(160,085)	140,673	-	-	-	-	-
8111 RDA 2007 TABS, SERIES A CAP PROJ	589000 - Bond Proceeds	-	-	-	-	-	-	-
8111 RDA 2007 TABS, SERIES A CAP PROJ	589900 - Other Misc. Revenue	1,548	2,329	-	-	-	-	-
8111 RDA 2007 TABS, SERIES A CAP PROJ	808312 - Transfers in - from RDA 2007TABS, Series A DEBT SV	-	-	-	-	-	-	-
8111 RDA 2007 TABS, SERIES A CAP PROJ Total		**640,167**	**523,810**	**-**	**-**	**-**	**-**	**-**
8210 RDA HOUSING FUND	401500 - Tax Increment	3,522,959	1,736,829	-	-	-	-	-
8210 RDA HOUSING FUND	460010 - Interest Income - Investments	163,814	78,103	-	-	-	-	-
8210 RDA HOUSING FUND	460060 - Interest Income - HILP	6,076	-	-	-	-	-	-
8210 RDA HOUSING FUND	460070 - Interest Income - HAP	-	-	-	-	-	-	-
8210 RDA HOUSING FUND	460090 - Interest Inc. - Rental Rehab	23,075	-	-	-	-	-	-
8210 RDA HOUSING FUND	460100 - Interest Inc. - Land Transfer	26,071	-	-	-	-	-	-
8210 RDA HOUSING FUND	460200 - Interest Income - Other	14,228	-	-	-	-	-	-
8210 RDA HOUSING FUND	461060 - Princ. Repayment - HILP	-	-	-	-	-	-	-
8210 RDA HOUSING FUND	461070 - Princ. Repayment- HAP	3,221	-	-	-	-	-	-
8210 RDA HOUSING FUND	461090 - Princ. Repayment- Rental Rehab	25,609	-	-	-	-	-	-
8210 RDA HOUSING FUND	461100 - Princ. Repayment -Land Xfer	178,247	-	-	-	-	-	-
8210 RDA HOUSING FUND	464010 - Unrealized Gains/Losses	(35,457)	(12,387)	-	-	-	-	-
8210 RDA HOUSING FUND	580040 - Fixed Asset Sales/Gains	-	-	-	-	-	-	-
8210 RDA HOUSING FUND	589030 - Share Equity - HAP	-	-	-	-	-	-	-
8210 RDA HOUSING FUND	589900 - Other Misc. Revenue	1,871	-	-	-	-	-	-

MV00204981

City of Moreno Valley
2013/14 - 2014/15
Proposed Operating Budget
REVENUE DETAIL BY FUND

Fund / Fund Title	Object Description	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
8210 RDA HOUSING FUND	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
8210 RDA HOUSING FUND	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
8210 RDA HOUSING FUND	808311 - Transfers in - from RDA TAX INCREMENT FUND	-	-	-	-	-	-	-
8210 RDA HOUSING FUND Total		**3,929,715**	**1,802,545**	**-**	**-**	**-**	**-**	**-**
8311 RDA TAX INCREMENT FUND	401080 - Section 33676 2% Increase	1,090,264	557,255	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	401500 - Tax Increment	14,091,836	6,947,314	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	401510 - Tax Increment Pass Thru	(7,591,298)	(1,615,185)	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	401530 - Flood Control Agrmnt Pass Thru	(792,666)	(781,573)	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	401540 - MVUSD Agreement Pass Thru	(792,337)	(408,421)	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	401550 - Val Verde USD Agrmnt Pass Thru	(7,324)	(1,387)	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	401560 - RCC Agreement Pass Thru	(158,608)	(81,284)	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	401570 - PerrisAreaElmSch Agrmnt Pass T	(2,733)	(517)	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	401580 - Perris Jr High Agrmnt Pass Thr	(1,823)	(345)	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	401590 - Co. Supt of Schls Agrmnt Pass	(127,439)	(65,300)	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	402010 - Sales Tax - Note No. 1	544,542	-	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	402020 - Sales Tax - Note No. 2	449,473	-	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	460000 - Interest Income	-	1,284,154	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	460010 - Interest Income - Investments	594,816	117,357	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	460200 - Interest Income - Other	14,025	5,513	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	461000 - Principal Repayment	31,500	-	-	-	-	-	-

MV00204982

Fund / Fund Title	Object Description	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
8311 RDA TAX INCREMENT FUND	464010 - Unrealized Gains/Losses	(96,917)	72,945	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	580040 - Fixed Asset Sales/Gains	-	-	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	589020 - Interfund Loan Proceeds	-	-	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	802504 - Transfers in - from EPA GRANT - BOX SPRINGS WATER	-	-	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	803703 - Transfers in - from TWNGT REF DEBT SERV FUND	-	-	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	808110 - Transfers in - from RDA CAP PROJECT FUND	-	-	-	-	-	-	-
8311 RDA TAX INCREMENT FUND Total		**7,245,311**	**6,030,525**	**-**	**-**	**-**	**-**	**-**
8312 RDA 2007 TABS, SERIES A DEBT SV	460010 - Interest Income - Investments	2	-	-	-	-	-	-
8312 RDA 2007 TABS, SERIES A DEBT SV	589000 - Bond Proceeds	-	-	-	-	-	-	-
8312 RDA 2007 TABS, SERIES A DEBT SV	808111 - Transfers in - from RDA 2007TABS, SERIES A CAP PRJ	-	-	-	-	-	-	-
8312 RDA 2007 TABS, SERIES A DEBT SV	808311 - Transfers in - from RDA TAX INCREMENT FUND	-	-	-	-	-	-	-
8312 RDA 2007 TABS, SERIES A DEBT SV Total		**2**	**-**	**-**	**-**	**-**	**-**	**-**
8313 RDA 2007 TABS, SERIES B DEBT SV	460010 - Interest Income - Investments	-	-	-	-	-	-	-
8313 RDA 2007 TABS, SERIES B DEBT SV	808311 - Transfers in - from RDA TAX INCREMENT FUND	-	-	-	-	-	-	-
8313 RDA 2007 TABS, SERIES B DEBT SV Total		**-**	**-**	**-**	**-**	**-**	**-**	**-**
8884 HOUSING AUTHORITY	460010 - Interest Income - Investments	-	(327)	-	15,000	15,000	15,000	-
8884 HOUSING AUTHORITY	460060 - Interest Income - HILP	-	-	-	-	-	-	-
8884 HOUSING AUTHORITY	460070 - Interest Income - HAP	-	-	-	-	-	-	-
8884 HOUSING AUTHORITY	460080 - Interest Income - HAMR	-	-	-	-	-	-	-
8884 HOUSING AUTHORITY	460090 - Interest Inc. - Rental Rehab	-	24,590	-	-	-	-	-
8884 HOUSING AUTHORITY	460200 - Interest Income - Other	-	-	-	-	-	-	-

MV00204983

City of Moreno Valley
2013/14 - 2014/15
Proposed Operating Budget
REVENUE DETAIL BY FUND

Fund / Fund Title	Object Description	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
8884 HOUSING AUTHORITY	461000 - Principal Repayment	-	-	-	-	-	-	-
8884 HOUSING AUTHORITY	461050 - Princ. Repayment- Mobile Home	-	-	-	-	-	-	-
8884 HOUSING AUTHORITY	461060 - Princ. Repayment - HILP	-	-	-	-	-	-	-
8884 HOUSING AUTHORITY	461070 - Princ. Repayment- HAP	-	19,526	-	-	-	-	-
8884 HOUSING AUTHORITY	461080 - Princ. Repayment- HAMR	-	-	-	-	-	-	-
8884 HOUSING AUTHORITY	461090 - Princ. Repayment- Rental Rehab	-	12,562	-	-	-	-	-
8884 HOUSING AUTHORITY	461100 - Princ. Repayment -Land Xfer	-	-	-	-	-	-	-
8884 HOUSING AUTHORITY	464010 - Unrealized Gains/Losses	-	33,529	-	-	-	-	-
8884 HOUSING AUTHORITY	580040 - Fixed Asset Sales/Gains	-	331,769	-	-	-	-	-
8884 HOUSING AUTHORITY	589030 - Share Equity - HAP	-	-	-	-	-	-	-
8884 HOUSING AUTHORITY	589900 - Other Misc. Revenue	-	45	-	-	-	-	-
8884 HOUSING AUTHORITY	804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	-	-	-	-	-	-	-
8884 HOUSING AUTHORITY	808010 - Transfers in - from RDA ADMIN FUND	-	-	2,900,000	-	(2,900,000)	-	-
8884 HOUSING AUTHORITY Total		**-**	**421,693**	**2,900,000**	**15,000**	**(2,885,000)**	**15,000**	**-**
Grand Total		**184,377,391**	**197,902,848**	**188,714,568**	**186,013,057**	**(2,701,511)**	**171,864,410**	**(14,148,647)**

MV00204984

EXHIBIT B

Revenue Adjustments to the City of Moreno Valley Proposed Operating Budget for Fiscal Years 2013/14 – 2014/15

Fund	FY 2013/14 Proposed Budget	Explanation	FY 2013/14 Adjustments	FY 2013/14 Budget
1010 GENERAL FUND	77,839,933	Transfer In from Equipment Replacement Increase for Squad 58 replacement transfer	35,404	77,892,736
		Transfer In from Equipment Replacement Increase for fire thermal cameras	17,399	

Fund	FY 2014/15 Proposed Budget	Explanation	FY 2014/15 Adjustments	FY 2014/15 Budget
1010 GENERAL FUND	78,823,664	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP) Increase for fire thermal cameras	8,699	78,832,363

MV00204985

EXHIBIT B

Expenditure Adjustments to the City of Moreno Valley Proposed Operating Budget for Fiscal Years 2013/14 – 2014/15

Fund	FY 2013/14 Proposed Budget	Explanation	FY 2013/14 Adjustments	FY 2013/14 Budget
1010 GENERAL FUND	77,773,536	Fire Service Reduction move to 13/14 (10 months)	(905,000)	76,868,536
7510 EQUIPT REPLACEMENT- FURN & EQUIP	1,498,600	Transfer to General Fund Increase for Squad 58 replacement transfer	35,404	1,551,403
		Transfer to General Fund Increase for fire thermal cameras	17,399	

Fund	FY 2014/15 Proposed Budget	Explanation	FY 2014/15 Adjustments	FY 2014/15 Budget
1010 GENERAL FUND	79,814,990	Fire Service Reduction move to 13/14 (10 months)	(73,734)	78,741,256
		Police Service Reduction	(1,000,000)	
7510 EQUIPT REPLACEMENT- FURN & EQUIP	286,181	Transfer to General Fund Increase for fire thermal cameras	8,699	294,880

MV00204986

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: June 11, 2013

TITLE: ADOPTION OF FY 2013-2014 CAPITAL IMPROVEMENT PLAN

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Adopt Resolution No. 2013-45, approving the Capital Improvement Plan as the capital budget for the City of Moreno Valley for FY 2013-2014, including all applicable adjustments to the Proposed Capital Improvement Plan (CIP), as detailed in Revisions to the Proposed Capital Improvement Plan.

Recommendations: That the CSD:

1. Acting in its capacity as the President and the Board of Directors of the Community Services District (CSD) of the City of Moreno Valley, adopt Resolution No. CSD 2013-14, approving the Capital Improvement Plan as the capital budget for the Community Services District of the City of Moreno Valley for FY 2013-2014, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan.

Recommendations: That the Housing Authority:

1. Acting in its capacity as the Chairman and the Board of Directors of the Moreno Valley Housing Authority (HA) of the City of Moreno Valley, adopt Resolution No. HA 2013-04, approving the Capital Improvement Plan as the capital budget for the Moreno Valley Housing Authority for FY 2013-2014, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan.

Recommendations: That the City Council as Successor Agency:

1. Acting in its capacity as the Successor Agency (SA) to the Community Redevelopment Agency of the City of Moreno Valley, adopt Resolution No. SA 2013-04 approving the Capital Improvement Plan as the capital budget for the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley for FY 2013-2014 including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan.

BACKGROUND

The purpose of the Proposed CIP is to identify needed improvements and establish long-term funding priorities. The Proposed CIP contains the list of projects comprising the budget and expenditures that will enable the City Council to make adequate financial plans and will ensure that City officers can administer their respective functions in accordance with such plans.

DISCUSSION

The Proposed CIP identifies and projects the costs of constructing the following types of projects anticipated through build-out of the City:

- Street Improvements
- Buildings
- Electric Utility
- Parks
- Underground Utilities
- Bridges
- Drainage, Sewers, and Waterlines
- Landscaping
- Traffic Signals

City staff has completed a full review of all project needs through "build-out" of the City. The priorities, as proposed, are based on status and funding of existing projects, availability of matching federal, state, or regional grant funds, and anticipated development trends within the City.

During the Study Session on May 21, 2013, City Council had an opportunity to review the project forms in the FY 2013–2014 Proposed CIP and staff subsequently incorporated necessary revisions resulting from receiving updated information. All revisions are documented in Attachment 5.

Capital Budget Adoption Actions

Revisions to the Proposed Capital Improvement Plan (Attachment 5) - This is a list of revisions, resulting from receiving updated information, that were incorporated in the Proposed CIP following the Study Session on May 21, 2013. The list includes proposed revisions to the Proposed CIP that would, upon approval, be incorporated in the

Adopted CIP. By incorporating Revisions to the Proposed CIP, the Adopted CIP, as the capital budget for the City of Moreno Valley for FY 2013-2014, will be a more accurate document.

Resolutions Adopting the Capital Improvement Plan for FY 2013-2014 (Attachments 1, 2, 3, and 4) - As a long-standing best practice, each of the City's primary entities (the City, CSD, HA, and SA) will adopt separate resolutions to approve their respective budget.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will allow for implementing the planning, design, and construction of necessary capital improvements.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the planning, design, and construction of necessary capital improvements.*

FISCAL IMPACT

Projects have been identified as funded, partially funded, and unfunded for FY 2013-2014 through FY 2017-2018 and Beyond. The Capital Improvement Plan provides the funding and expenditure plan for FY 2013-2014. This year's budget includes $22.8 million in new capital requests plus $51.3 million in carryover appropriations from FY 2012-13.

Following adoption of the Capital Improvement Plan, a staff report will be presented at the June 25, 2013 City Council meeting to request the redistribution and reallocation of the Successor Agency funds (Fund 4821), to provide funding for the prosed projects. The staff report will also request that the budget for all other projects currently funded with Successor Agency funds be funded by the Capital Project Reimbursement fund (Fund 3008). All CIP forms impacted by this upcoming staff report currently reflect the proposed adjustments and may be modified later, based on Council direction.

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS:
Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts (including home rehabilitation) and neighborhood restoration.

SUMMARY

Staff recommends that the City, CSD, HA, and SA adopt the Resolutions Adopting the Capital Improvement Plan for Fiscal Year 2013-2014 (Attachments 1, 2, 3, and 4), approving the Capital Improvement Plan as the capital budget for the City of Moreno Valley, Community Services District, Moreno Valley Housing Authority and the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley for FY 2013-2014, including all applicable adjustments to the Proposed Capital Improvement Plan (CIP), as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment 5).

ATTACHMENTS

Attachment 1:	Proposed City Council Resolution
Attachment 2:	Proposed Community Services District Resolution
Attachment 3:	Proposed Housing Authority Resolution
Attachment 4:	Proposed Successor Agency Resolution
Attachment 5:	Revisions to the Proposed Capital Improvement Plan

Prepared By:
Larry Gonzales
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Concurred By:
Richard Teichert
Chief Financial Officer/City Treasurer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE CAPITAL IMPROVEMENT PLAN FOR FY 2013-2014

WHEREAS, the City Manager has heretofore submitted to the City Council a Proposed Capital Improvement Plan (CIP) for the City for FY 2013-2014, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed CIP contains the list of projects comprising the budget, and contains expenditure requirements, and the resources available to the City; and

WHEREAS, the City Council has made such revisions to the Proposed CIP as appears to be desirable; and

WHEREAS, the Proposed CIP, as herein approved, will enable the City Council to make adequate financial plans and will ensure that City officers can administer their respective functions in accordance with such plans.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The Proposed CIP, as amended by the City Council per the Revisions to the Proposed Capital Improvement Plan (Attachment 5), is hereby approved and adopted as the capital budget of the City of Moreno Valley for the FY 2013-2014.

2. The projects are hereby appropriated as the capital budget for said fiscal year.

3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2013, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.

4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 11th day of June, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00204993

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-45 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem, and Mayor)

_____

CITY CLERK

(SEAL)

MV00204994

RESOLUTION NO. CSD 2013-14

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE CAPITAL IMPROVEMENT PLAN FOR FY 2013-2014

WHEREAS, the City Manager has heretofore submitted to the President and Board of Directors of the Moreno Valley Community Services District a Proposed Capital Improvement Plan (CIP) for the Agency for FY 2013-2014, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed CIP contains the list of projects comprising the budget, and contains expenditure requirements, and the resources available to the Community Services District; and

WHEREAS, the President and the Board of Directors have made such revisions to the Proposed CIP as appears to be desirable; and

WHEREAS, the Proposed CIP, as herein approved, will enable the Community Services District to make adequate financial plans and will ensure that District officers can administer their respective functions in accordance with such plans.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The Proposed CIP, as amended by the President and the Board of Directors per the Revisions to the Proposed Capital Improvement Plan (Attachment 5), is hereby approved and adopted as the capital budget of the Community Services District for the FY 2013-2014.

2. The projects are hereby appropriated as the capital budget for said fiscal year.

3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2013, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.

4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 11th day of June, 2013.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

_____
City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

MV00204996

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2013-14 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President, and President)

_____

SECRETARY

(SEAL)

MV00204997

RESOLUTION NO. HA 2013-04

A RESOLUTION OF THE MORENO VALLEY HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE CAPITAL IMPROVEMENT PLAN FOR FY 2013-2014

WHEREAS, the City Manager has heretofore submitted to the Chairperson and the Board of Directors of the Moreno Valley Housing Authority a Proposed Capital Improvement Plan (CIP) for the Agency for FY 2013-2014, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed CIP contains the list of projects comprising the budget, and contains expenditure requirements, and the resources available to the Moreno Valley Housing Authority; and

WHEREAS, the Chairperson and the Board of Directors have made such revisions to the Proposed CIP as appears to be desirable; and

WHEREAS, the Proposed CIP, as herein approved, will enable the Moreno Valley Housing Authority to make adequate financial plans and will ensure that Authority officers can administer their respective functions in accordance with such plans.

NOW, THEREFORE, THE MORENO VALLEY HOUSING AUTHORITY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The Proposed CIP, as amended by the Chairperson and the Board of Directors per the Revisions to the Proposed Capital Improvement Plan (Attachment 5), is hereby approved and adopted as the capital budget of the Moreno Valley Housing Authority for the FY 2013-2014.

2. The projects are hereby appropriated as the capital budget for said fiscal year.

3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2013, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.

4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 11th day of June, 2013.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of Chairperson of the
Moreno Valley Housing Authority

ATTEST:

_____
City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Housing Authority

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Housing Authority

MV00204999

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Housing Authority of the City of Moreno Valley, California, do hereby certify that Resolution No. HA 2013-04 was duly and regularly adopted by the Commissioners of the Moreno Valley Housing Authority at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice Chairperson, and Chairperson)

_____

SECRETARY

(SEAL)

RESOLUTION NO. SA 2013-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY SERVING AS SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, CALIFORNIA ADOPTING THE CAPITAL IMPROVEMENT PLAN FOR FY 2013-2014

WHEREAS, the City Manager has heretofore submitted to the Chairperson and Agency Members of the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley a Proposed Capital Improvement Plan (CIP) for the Agency for Fiscal Year 2013-2014, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed CIP contains the list of projects comprising the budget, and contains expenditure requirements, and the resources available to the Successor Agency; and

WHEREAS, the Chairperson and Agency Members have made such revisions to the Proposed CIP as appears to be desirable; and

WHEREAS, the Proposed CIP, as herein approved, will enable the Successor Agency to make adequate financial plans and will ensure that Agency Members can administer their respective functions in accordance with such plans.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The Proposed CIP, as amended by the Chairperson and Agency Members per the Revisions to the Proposed Capital Improvement Plan (Attachment 5), is hereby approved and adopted as the capital budget of the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley for the FY 2013-2014.

2. The projects are hereby appropriated as the capital budget for said fiscal year.

3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2013, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.

4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 11th day of June, 2013.

_____
Mayor of the City of Moreno Valley
acting in the capacity of Chairperson
of the Successor Agency to the
Community Redevelopment
Agency of the City of Moreno Valley

ATTEST:

_____
City Clerk, acting in the capacity
of Secretary of the Successor Agency to
the Community Redevelopment Agency
of the City of Moreno Valley

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Successor
Agency to the Community Redevelopment
Agency of the City of Moreno Valley

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, California, do hereby certify that SA Resolution No. 2013-04 was duly and regularly adopted by the City Council serving as the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley at a meeting thereof held on the 11th day of June, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Agency Members, Vice Chairperson, and Chairperson)

_____

SECRETARY

(SEAL)

CITY OF MORENO VALLEY
REVISIONS TO THE PROPOSED CAPITAL IMPROVEMENT PLAN
FY 2013-2014 CIP BUDGET
(Revisions Impacting Project Funding in FY 2013-2014 Only)

Funded Projects

Reference Page No.	Project Name	Submitted Amount ($)	Revised Amount ($)	Reason/Justification
S-11	Auto Mall Street Upgrades	10,000	16,978	Updated Carryover to FY 2013-2014
S-16	Day Street Improvements / Alessandro Boulevard to Cottonwood Avenue	112,000	111,594	Updated Carryover to FY 2013-2014
S-17	Day Street Improvements / SR-60 to Ironwood Avenue (formerly Ironwood Avenue Improvements / Day Street to Barclay Drive)	1,023,963	1,105,963	Updated Carryover to FY 2013-2014
S-24	Indian Street / Manzanita Street Intersection Improvements	123,552	102,552	Updated Carryover to FY 2013-2014
S-34	SR-60 / Moreno Beach Drive South Side of Interchange (Phase 1)	2,000,000	4,958,583	[1] Updated New Request and Carryover to FY 2013-2014
S-53	SR-60 / Moreno Beach Drive Interchange (Phase 2)	1,008,509	108,509	[2] Updated New Request and Carryover to FY 2013-2014
S-54	SR-60 / Theodore Street Interchange	124,538	127,538	Updated Carryover to FY 2013-2014
BR-4	SR-60 / Nason Street Overcrossing Bridge	7,074,480	8,074,480	Updated Carryover to FY 2013-2014
B-5	City Council Chamber Renovation and Television Broadcasting Equipment Upgrade	No Change	No Change	[3] Project Revised to Commence in FY 2012-2013
B-13	Morrison Park Fire Station	10,000	110,000	Updated Carryover to FY 2013-2014
D-6	Indian Basin, Appurtenant Storm Drain and Miscellaneous Street Improvements	0	0	Updated CY Projected Expenditure FY 2012-2013
-	MVU-0021 MoVal 115kV Substation WDAT Increase	0	100,000	Project Added to Proposed CIP (Now Page E-5)
O-3	Citywide Camera Surveillance System	0	540,000	Updated Carryover to FY 2013-2014

[1] New Request of $1,800,000 eliminated.
[2] New Request of $900,000 eliminated.
[3] New Request of $500,000 eliminated.

MV00205004

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: John C. Terell, Interim Community & Economic Development Director

AGENDA DATE: June 11, 2013

TITLE: MEMORANDUM OF UNDERSTANDING REGARDING NEW TENANT FOR WESTRIDGE BUSINESS PARK

RECOMMENDED ACTION

Recommendation:

1. Approve the Memorandum of Understanding with AI California LLC regarding the development and occupancy of the Westridge Business Park.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

The Westridge Business Park is an approved 935,000 square foot warehouse industrial building on property on the south side of the Moreno Valley Freeway west of Redlands Boulevard. AI California LLC, a subsidiary of Aldi, is an international grocery retailer with over 1,200 stores in the United States. The warehouse industrial building will serve as Aldi's regional headquarters for their expansion into California and the southwest, with employment on-site of 200. Construction and fixtures for the building are estimated at $55 million. The proposed facility will also result in several hundred additional jobs related to delivery and other contract services. In advance of embarking on this major investment, AI has requested that the City enter into a Memorandum of Understanding (MOU) for the project.

DISCUSSION

The specific points of the MOU are as follows:

1. Expedited review of revisions to the approved Westridge Business Park plans. Preliminary review of the proposed revisions, which are identified generally in the MOU, indicates that they are relatively minor and consistent with the approved plans. Based on similar changes to other industrial warehouse projects in the City, staff is confident that they can meet the proposed expedited review schedule. Staff also believes that the scale and quality of the project justifies expedited processing.

2. Cap on review fees for the proposed revisions. Due to the minor nature of the changes and similar changes to other projects in the City, staff finds the cap to be a reasonable figure which can cover all required reviews.

3. Development impact fees and allocations. The proposed credits will be in compliance with existing City procedures relative to the collection and allocation of development impact fees. The final allocation of such fees will require the amendment of existing agreements with the original developer of Westridge. The developer is in agreement with the amendment, which will be processed in accordance with existing City policy. Therefore, staff is supportive of this commitment.

4. Expedited plan check review and phased approvals and occupancy. The proposed timeframes and phasing processes proposed are consistent with existing City policy for expedited review and phased approvals and occupancy on projects City-wide.

5. Time and Materials program eligibility. The scale of the project qualifies it for time and materials program billing consistent with existing City policy. Use of this program should result in significant savings to the company when compared with fixed review and inspection fees. The City will also be fully compensated for all services provided on the project.

6. Economic Development Utility Rate. The project proposes to use a new tier in the City's economic development utility rate schedule. The project will comply with the new tier by providing a regional headquarters facility with at least 200 employees and at least 200,000 square feet of refrigerated storage. The creation of the new tier will require separate action by the City Council.

7. Workforce Development. The City will work closely with the company and the Riverside County Workforce Development center to assist in recruitment efforts. This is a standard service offered by the City's economic development program to all new and expanding companies.

8. Economic Development Ombudsperson. An economic development staff member will be assigned to coordinate with the company and City staff on the

processing of the project. This service is provided routinely by the City for priority projects City wide.

The quality of Aldi as a company would make it a great addition to Moreno Valley. They are known for providing quality products at an affordable price and for providing employment with good pay and benefits relative to their peers, resulting in a high level of employee retention and loyalty. In addition, the company is anticipated to provide substantial economic benefits to the City and community through tax revenues and local expenditures by employees and corporate contracts. As a regional headquarters, the company would also provide the City greater exposure far beyond the City limits.

ALTERNATIVES

1. Approve the MOU as proposed. This will facilitate the timely development of the proposed project and the creation of resulting benefits to the community. **Staff recommends this alternative.**

2. Not approve the MOU. This will result in no project development, precluding the creation of financial and employment benefits to the community. **Staff does not recommend this alternative.**

FISCAL IMPACT

The MOU is not anticipated to result in any additional costs to the City's General Fund. The development of the project will create substantial additional revenues to the City's General Fund in the form of property and utility taxes. General Fund service costs for the facility (mostly Police and Fire) are anticipated to be relatively low.

NOTIFICATION

Notification has been provided by posting on the City Council agenda.

ATTACHMENTS

1. Proposed Memorandum of Understanding.

Prepared By:
John C. Terell, AICP
Interim Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

ATTACHMENT 1

To be submitted under separate cover.

ORDINANCE NO. 868

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING P12-117 (SPECIFIC PLAN AMENDMENT) AMENDING CHAPTER III OF THE MORENO VALLEY INDUSTRIAL AREA PLAN (SP 208) TO INCLUDE EMERGENCY SHELTERS AS A PERMITTED USE IN THE INDUSTRIAL SUPPORT AREAS

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1.

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3. The project is exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15061 as defined by Section 15378 of the CEQA Guidelines.

SECTION 2: FINDINGS

2.1 With respect to the proposed change to Chapter III of the Moreno Valley Industrial Area Plan (SP 208), and based upon substantial evidence presented to the City Council during the public hearing on May 28, 2013, including written and oral staff reports, and the record from the public hearing, the City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.

FACT: The proposed Specific Plan Amendment is consistent with, and does not conflict with the goals, objectives, policies, and programs established within the General Plan or any specific plan. Prior to enactment California State Senate Bill 2 (SB 2), housing element law required local governments to identify zoning to encourage and facilitate the development of emergency shelters. SB 2 strengthened these requirements. Most prominently, housing element law now requires the identification of a zone(s) where emergency shelters are permitted without a conditional use permit or other discretionary action. To address this requirement, a local government may amend an existing zoning district, establish a new zoning district or establish an overlay zone for existing

zoning districts. For example, some communities may amend one or more existing commercial zoning districts to allow emergency shelters without discretionary approval. The zone(s) must provide sufficient opportunities for new emergency shelters in the planning period to meet the need identified in the analysis and must in any case accommodate at least one year-round emergency shelter.

The 2008-2014 Housing Element Update included the need to amend Specific Plan 208 (the Moreno Valley Industrial Area Specific Plan at the southern end of the City) to add emergency shelters as a permitted use in compliance with SB 2 and adopt development standards for the use. The Moreno Valley Industrial Area Specific Plan (SP 208) was identified for this use due to the fact while homeless shelters are a permitted use in the public zone; there are no longer publicly zoned sites in the city that are available and/or appropriate for housing and shelter uses.

The amendment to SP 208 to add emergency shelters as a permitted use and adopt development standards for that use will bring the City into conformance with its certified housing element, which is part of the General Plan.

2. Conformance with Specific Plan Policies – The proposed use is consistent with any applicable Specific Plan.

FACT: The proposed Specific Plan Amendment is consistent with, and does not conflict with the goals, objectives, policies, and programs established within the Moreno Valley Industrial Area Plan (SP 208). Prior to enactment California State Senate Bill 2 (SB 2), housing element law required local governments to identify zoning to encourage and facilitate the development of emergency shelters. SB 2 strengthened these requirements. Most prominently, housing element law now requires the identification of a zone(s) where emergency shelters are permitted without a conditional use permit or other discretionary action. To address this requirement, a local government may amend an existing zoning district, establish a new zoning district or establish an overlay zone for existing zoning districts. For example, some communities may amend one or more existing commercial zoning districts to allow emergency shelters without discretionary approval. Emergency shelters are proposed in the "Industrial Support Areas" of the SP 208, which is similar to the Community Commercial (CC) Zoning District found outside of the specific plan area.

3. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

FACT: The proposed Specific Plan Amendment will not adversely affect the public health, safety or general welfare. This item would be exempt from the requirements of the California Environmental Quality Act (CEQA) Guidelines as provided for in Section 15061 as defined by Section 15378 of the CEQA Guidelines.

There is no project/development associated with the proposed Specific Plan Amendment. It is administrative in nature with no negative impacts on the environment.

SECTION 3: SPECIFIC PLAN AMENDMENT

3.1 Based on the findings contained in Section 2 of this Ordinance, the City Council hereby adopts the Specific Plan Amendment to amend Chapter III of the Moreno Valley Industrial Area Plan (SP 208) by adding the following under the Development Standards and Guidelines:

Section D of the Development Standards and Guidelines includes the Industrial Land Use Table, which will be revised to include "Emergency Shelters" as a permitted use under "COMMERCIAL/SERVICE" as shown below:

INDUSTRIAL AREA USES	***Industrial***	***Ind. Support Areas***	***300' From Residential***
COMMERCIAL/SERVICE			
Emergency Shelters		*P*	

(Emergency Shelters will be added alphabetically between "Eating & Drinking Establishments and Rentals" and "Food & Beverage Sales" on Page III-4).

Section F - Land Use Definitions (begins on Page III-5) will be revised to include the following definition of "Emergency Shelters":

Emergency Shelters (California Health and Safety Code Section 50801(e)) *means housing with minimal supportive services for homeless persons_that is limited to occupancy of six months or less by a homeless person. No individual or_household may be denied emergency shelter because of an inability to pay.*

(Emergency Shelters will be added alphabetically between "Eating & Drinking Establishments and Rentals" and "Food & Beverage Sales" on Page III-10).

SECTION 4: EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5: NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6: EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 11th day of June, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 868 had its first reading on May 28, 2013, and had its second reading on June 11, 2013, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

ORDINANCE NO. 869

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A MUNICIPAL CODE AMENDMENT (PA12-0028) AMENDING TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY ADDING THE FOLLOWING REGULATIONS: EMERGENCY SHELTERS, FARM WORKER HOUSING, SINGLE ROOM OCCUPANCY UNITS (SRO), REASONABLE ACCOMMODATION PROCEDURES AND AMENDING THE MUNICIPAL CODE TO INCLUDE MINOR TECHNICAL CLEAN UPS

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1:

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3. The project is exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15061 as defined by Section 15378 of the CEQA Guidelines.

SECTION 2: FINDINGS:

Based on substantial evidence presented to this City Council during its public hearing on May 28, 2013, including written and oral staff reports and the record from the public hearing, this City Council hereby finds as follows:

1. Conformance with General Plan Policies – The amendment is consistent with the General Plan, and its goals, objectives, policies and programs, and with any applicable specific plan.

   FACT: All of the proposed changes are consistent with, and do not conflict with the goals, objectives, policies, and programs established within the General Plan or any specific plan. Approval of the 2008-2014 Housing Element included the need to amend the municipal code in regards to Emergency Shelters, Farm Worker Housing, Single Room Occupancy Units (SRO) and adoption of Reasonable Accommodation Procedures. The approval of the code amendment is necessary for the City to meet its Housing Element requirements.

2. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or general welfare.

FACT: The proposed changes do not have the potential of adversely affecting the public health, safety or welfare of the residents of City of Moreno Valley or surrounding jurisdictions. The amendment deals with administrative matters that would not cause a physical effect on the environment.

3. Conformance with Zoning Regulations – The proposed amendment is consistent with the purposed and intent of Title 9.

FACT: The amendments to the Municipal Code provides for an internally consistent set of regulations that are compatible with the purpose and intent of Title 9. As such, it furthers the specific purpose and intent of Title 9 to "implement the goals, objectives, policies and programs of the Moreno Valley General Plan and manage future growth and change in accordance with that plan.

SECTION 3: MUNICIPAL CODE AMENDED:

3.1 Chapter 9.15.030 will be revised as shown below with the definition of "Homeless shelter" deleted and the new definition of "emergency shelter" added into the section in alphabetical order:

Emergency Shelters (California Health and Safety Code Section 50801(e)) means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.

3.2 Chapter 9.09 Specific Use Development Standards will be revised to include "emergency shelter development standards as followed:

9.09.170 Emergency homeless shelters

A. Purpose and Intent. The purpose of this section is to permit emergency shelters and to ensure that they do not adversely impact adjacent properties and surrounding neighborhoods consistent with the goals, objectives and policies of the general plan.

B. Applicability. Emergency shelters shall be permitted in the Community Commercial (CC), Office Commercial (OC), Office (O), Public (P), Industrial (I), and Business Park-Mixed Use (BPX) zoning districts subject to a conditional use permit, the property development standards of the underlying district, and all applicable local, state and federal laws, including the standards in subsection D of this section.

Emergency shelters shall be permitted without a conditional use permit or other discretionary action within the Moreno Valley Industrial Area Specific Plan (SP 208).

C. Any additional requirements imposed by the State Department of Housing and Community Development through its oversight; and

D. Additional development standards, which shall take precedence should they be in conflict with those found in Sections 9.04.040 and 9.05.040:

1. The maximum number of clients permitted to be served (eating, showering, and/or sleeping) nightly shall not exceed one per one hundred twenty-five square feet of floor area,

2. Off-street parking shall be provided based on one space for every six clients and one space for every employee, manager, and/or supporting staff member on site at the same time. Off-street parking shall be developed per Chapter 9.11.040 of the Moreno Valley Municipal Code.

3. The interior intake waiting area for a facility shall include a minimum of ten square feet per bed,

4. The exterior intake waiting area shall be screened from public and/or private view by a six-foot block wall and landscaping,

5. A storage area shall be provided at a rate of five square feet for each bed. Such storage area need not be provided adjacent to client sleeping area,

6. At least one toilet and one shower shall be provided for each fifteen beds,

7. No portion of any emergency homeless shelter shall be located within three hundred feet of another emergency homeless shelter that is currently built, or that is approved to be built,

8. No portion of an emergency homeless shelter shall be located within five hundred feet of property zoned for residential use,

9. No portion of an emergency homeless shelter shall be located within one-quarter mile of a "soup kitchen" or other similar congregate meal facility, measured property line-to-property line, and

10. Lighting shall be provided in all parking, exterior (outside) intake and/or waiting areas, outside common areas and along the periphery of the building and facility. Such lighting shall be in conformance with Chapter 9.08.100 of the Moreno Valley Municipal Code.

3.3 The Permitted Uses Table (Table 9.02.020-1) of Section 9.02.020 will be amended by replacing the term "Homeless Shelter" with "Emergency Shelter" in the permitted use table as follows:

	CC	OC	O	P	I	BPX
Emergency Shelter [14]	C	C	C	X	C	C

With the above change to the Permitted Uses Table, the following will be added to the "Notes" section at the end of Table 9.02.020-1:

(14) Use is also permitted in the Moreno Valley Industrial Area Plan (SP 208)

3.4 Chapter 9.15.030 will be revised as shown below to include the new definition of "farmworker housing" into the section in alphabetical order:

"Farmworker housing" means housing that is occupied by farmworkers or farmworkers and their households. Farm worker housing is allowed in all multiple-family zones (R-10, R-15, R-20, and R-30).

3.5 Chapter 9.09 Specific Use Development Standards will be revised to include "Farm worker housing as followed:

9.09.180 Farm worker housing

A. Purpose and Intent. The purpose of this section is to permit farm worker housing and to ensure that it does not adversely impact adjacent properties and surrounding neighborhoods consistent with the goals, objectives and policies of the general plan.

B. Applicability. Nothing in this code shall prohibit the use of a Multiple Family unit from housing farm workers in the same manner as a family defined within Chapter 9.15.030 of this code.

3.6 The Permitted Uses Table (Table 9.02.020-1) of Section 9.02.020 will be amended to add "Farm worker housing" to the permitted use table as follows:

	R10	R15	R20	R30
Farm worker housing	X	X	X	X

3.7 Chapter 9.15.030 will be revised as shown below to include the new definition of "Single room occupancy (SRO) facility" into the section in alphabetical order:

"Single room occupancy (SRO) facility" means a structure consisting of six or more units, each of which is designed for occupancy by no more than two persons, which also has bathing facilities, that may or may not have partial kitchen facilities, and which is occupied as a primary residence by its occupants. The definition of SRO does not include residential care homes, senior housing projects, rooming and boarding houses, hotels and motels, bed and breakfast lodging, extended care facilities or hospitals.

3.8 Chapter 9.09 Specific Use Development Standards will be revised to include "Single room occupancy (SRO) facility as followed:

9.09.190 Single room occupancy (SRO) facility

A. Purpose and Intent. The purpose of this section is to permit Single room occupancy (SRO) facilities and to ensure that they do not adversely impact adjacent properties and surrounding neighborhoods consistent with the goals, objectives and policies of the general plan.

B. Applicability. Single room occupancy (SRO) facilities shall be permitted in the Community Commercial (CC) zoning district and are subject to the property development standards of the underlying district, and all applicable local, state and federal laws, including the standards in subsection D of this section.

Single room occupancy (SRO) facilities shall be permitted in the Mixed Use Districts Overlay and Residential 30 (R30), subject to a conditional use permit, the property development standards of the underlying district, and all applicable local, state and federal laws, including the standards in subsection D of this section.

C. Tenant occupancy and income restrictions.

1. Length of tenancy. Rental units shall be established for weekly and monthly tenancies only. Deposit requirements shall be specified for each type of tenancy.

2. Tenant income restrictions. SRO developments shall be restricted to low and very low-income individuals as defined by the general plan housing element. This restriction shall not apply to an SRO project's twenty-four-hour resident manager.

D. Property Development Standards. The following standards shall apply to Single room occupancy (SRO) facilities:

1. A single room occupancy facility shall have only one ingress/egress for residents, except for required emergency exit(s).

2. Each single room occupancy unit shall contain a minimum of two hundred twenty square feet, including a minimum ten square feet of storage space.

3. Each single room occupancy unit shall contain a bathroom consisting of, at a minimum, one commode, one lavatory and one shower.

4. Each single room occupancy unit shall contain kitchen facilities consisting of, at a minimum, a microwave oven, a sink and a refrigerator. If stoves are not provided in each unit, then stoves shall be provided in a common kitchen area accessible to the entire SRO project.

5. Off-street parking must be provided at a rate of one space per three rooming units plus one space per two employees on the largest shift, but not less than two spaces plus one space per vehicle used in the operation of the SRO.

6. Each single room occupancy facility shall provide one-half secure bicycle parking facilities for each unit. Any partial spaces in this calculation shall be rounded up to the next whole facility.

7. SRO projects shall have at least 10 square feet of common usable open space per unit; however, no SRO project shall provide less than 200 square feet of common outdoor open space and 200 square feet of common indoor open space. Maintenance areas, laundry facilities, storage (including bicycle storage), and common hallways shall not be included as usable indoor common space. Landscape areas that are less than eight feet wide shall not be included as outdoor common space.

8. Laundry facilities that have a minimum of two washers and two dryers must be provided in a separate room. Additional washers and dryers must be provided for any development that has more than 20 units at the ratio of one washer and one dryer for every additional 20 units.

9. Twenty-four-hour on-site management must be provided at an SRO with seven or more units and shall include a dwelling unit designated for the manager.

10. All SRO projects must have a management plan approved by the City of Moreno Valley Planning Director. The management plan shall contain management policies, maintenance plans, rental procedures, tenant rules, and security procedures.

11. A mailbox shall be provided for each SRO unit.

12. Each SRO project shall provide a centralized trash area.

3.9 The Permitted Uses Table (Table 9.02.020-1) of Section 9.02.020 by adding "Single room occupancy (SRO) facilities" to the permitted use table as follows:

	R30	MUI	MUC	MUN	CC

Single Room Occupancy (SRO) Facility	*C*	*C*	*C*	*C*	*X*

3.10 Chapter 9.09 – Specific Use Development Standards will be renumbered as follows:

Chapter 9.09 SPECIFIC USE DEVELOPMENT STANDARDS

9.09.010 Purpose and intent.
9.09.020 Applicability.
9.09.030 Adult businesses.
9.09.040 Communication facilities, antennas and satellite dishes.
9.09.050 Arcades and video machines.
9.09.060 Automobile dealerships, automobile rental and the display of vehicles, vessels and other personal property.
9.09.070 Vehicle repair facilities.
9.09.080 Drive-in, drive-through, fast food and take-out restaurants.
9.09.090 Agricultural and animal uses.
9.09.100 Outdoor recreational facilities.
9.09.110 Recycling facilities.
9.09.120 (Space Reserved)
9.09.130 Second dwelling units.
9.09.140 Self-storage warehouses.
9.09.150 Senior and handicapped housing.
9.09.160 Residential care facilities.
9.09.170 Emergency shelters
9.09.180 Farm worker housing
9.09.190 Single room occupancy (SRO) facilities
9.09.200 Service stations.
9.09.201 Sidewalk cafés.
9.09.202 Swimming pools, spas and recreational courts.
9.09.203 Mobile home parks.
9.09.204 Wind energy systems.
9.09.205 Model homes.
9.09.206 Monument signage.
9.09.207 Indoor malls.

3.11 Chapter 9.02 will be revised to include reasonable accommodation procedures as follows:

9.02.320 Reasonable accommodation procedures

A. Purpose and Intent. It is the purpose of this section to provide reasonable accommodations in the city's zoning and land use regulations, policies, and practices when needed to provide an individual with a disability an equal opportunity to use and enjoy a dwelling.

B. Definitions. The following terms as used in this section shall, unless the context clearly indicates otherwise, have the following meanings:

"Applicant" means a person, business, or organization making a written request to the city for reasonable accommodation in the strict application of the city's zoning and land use laws, rules, policies, practices and/or procedures.

"Disabled person" or "person with a disability" means an individual who has a physical or mental impairment that limits one or more of that person's major life activities; anyone who is regarded as having such impairment; or anyone who has a record of having such an impairment. Such an impairment shall not include an individual's current, illegal use of a controlled substance.

"Fair Housing Laws" means the "Federal Fair Housing Act" (42 U.S.C. Section 3601, et seq.), the Americans with Disabilities Act, and the "California Fair Employment and Housing Act" (California Government Code Section 12900, et seq.), as these statutes now exist or may be amended from time to time, and each Act's implementing regulations.

"Reasonable accommodation" means any deviation requested and/or granted from the strict application of the city's zoning and land use laws, rules, policies, practices and/or procedures.

C. Authority of the Planning Official. The planning official is hereby designated to approve, conditionally approve, or deny, without public hearing, all applications for a reasonable accommodation.

D. Procedure for Application Review.

1. Applicant. A request for a reasonable accommodation may be made by any person with a disability, his or her representative, or a developer or provider of housing for individuals with a disability.

2. Application. An application for a reasonable accommodation shall be made on a form provided by the planning department. No fee shall be required for a request for reasonable accommodation, but if the project requires another discretionary permit, then the prescribed fee shall be paid for all other discretionary permits. If an individual needs assistance in making the request for reasonable accommodation, the city will provide assistance to ensure that the process is accessible.

3. Other Discretionary Permits. If the project for which the request for reasonable accommodation is made requires another discretionary permit or approval, the applicant may file the request for reasonable accommodation together with the application for the other discretionary permit or approval. The processing procedures of the discretionary permit shall govern the joint processing of both the reasonable accommodation and the discretionary permit.

4. Required Submittals. An application for a reasonable accommodation shall include the following:

a. Documentation that the applicant is: (i) a person with a disability, (ii) applying on behalf of one or more persons with a disability, or (iii) a developer or provider of housing for one or more persons with a disability;

b. The name and address of the individual(s) requesting the reasonable accommodation;

c. The name and address of the property owner(s);

d. The address of the property for which accommodation is requested;

e. A description of the reasonable accommodation requested by the applicant;

f. An explanation of how the specific reasonable accommodation requested by the applicant is necessary to provide one or more persons with a disability an equal opportunity to use and enjoy the residence;

g. Where applicable, documentation that the requested accommodation is designed and constructed pursuant to Title 24 of the California Code of Regulations to allow access, circulation and full use of the building and facilities by persons with disabilities.

5. The planning director may request additional information from the applicant if the application does not provide sufficient information for the city to make the findings required in subsection E.

E. Basis for Approval or Denial of a Reasonable Accommodation.

1. Findings. The written decision shall be based on the following findings, all of which are required for approval:

a. The requested accommodation is requested by or on behalf of one or more persons with a disability protected under the Fair Housing Laws;

b. The requested accommodation is necessary to provide one or more individuals with a disability an equal opportunity to use and enjoy a dwelling;

c. The requested accommodation will not impose an undue financial or administrative burden on the city;

d. The requested accommodation will not result in a fundamental alteration in the nature of the city's zoning program;

e. The requested accommodation will not, under the specific facts of the case, result in a direct threat to the health or safety of other individuals or substantial physical damage to the property of others.

2. In determining whether the requested reasonable accommodation is necessary to provide one or more disabled persons an equal opportunity to use

and enjoy a dwelling, the city may consider, but is not limited to, the following factors:

a. Whether the requested accommodation will affirmatively enhance the quality of life of one or more individuals with a disability;

b. Whether the individual or individuals with a disability will be denied an equal opportunity to enjoy the housing type of their choice absent the accommodation;

c. In the case of a residential care facility, whether the requested accommodation is necessary to make facilities of a similar nature or operation economically viable in light of the particularities of the relevant market and market participants;

d. In the case of a residential care facility, whether the existing supply of facilities of a similar nature and operation in the community is sufficient to provide individuals with a disability an equal opportunity to live in a residential setting.

3. In determining whether the requested reasonable accommodation would require a fundamental alteration in the nature of the city's municipal code, the city may consider, but is not limited to, the following factors:

a. Whether the requested accommodation would fundamentally alter the character of the neighborhood;

b. Whether the accommodation would result in a substantial increase in traffic or insufficient parking;

c. Whether granting the requested accommodation would substantially undermine any express purpose of either the city's general plan or an applicable specific plan;

d. In the case of a residential care facility, whether the requested accommodation would create an institutionalized environment due to the number of and distance between facilities that are similar in nature or operation.

4. Rules While Decision is Pending. While a request for reasonable accommodation is pending, all laws and regulations otherwise applicable to the property that is the subject of the request shall remain in full force and effect.

F. Notice of Decision.

1. The planning director shall issue a written determination to approve, conditionally approve, or deny a request for a reasonable accommodation. The planning director may elect to forward the matter to the planning commission for consideration of the application.

2. Appeals of the director's action shall be made in accordance with Section 9.02.240.

G. Expiration, Time Extension, Violation, Discontinuance, and Revocation.

1. Expiration. Any reasonable accommodation approved in accordance with the terms of this Section shall expire within twenty-four months from the effective date of the approval, or at an alternative time specified as a condition of the approval, unless:

a. A building permit has been issued and construction has commenced;

b. A certificate of occupancy has been issued;

c. The use is established; or

d. A time extension has been granted.

2. Time Extension.

a. The planning director may, upon an application being filed prior to expiration and for good cause, grant a time extension of up to three one-year extensions of time. Each extension of time shall be granted in one-year increments only. Upon granting of an extension, the planning director shall ensure that conditions of the administrative approval comply with all current development code provisions.

b. Notice. Notice of the planning director's decision on a time extension shall be provided in writing. All written decisions shall give notice of the right to appeal and to request reasonable accommodation in the appeals process.

c. Appeal of Determination. A time extension for a reasonable accommodation shall be final unless appealed to the city council within fourteen calendar days of the date of mailing of the determination. An appeal shall be made in writing and shall be noticed and heard pursuant to the procedures established in Section 9.02.240 of this code.

3. Discontinuance. If the disabled persons for whom the reasonable accommodation was originally granted vacate the residence to which the reasonable accommodation applies, the reasonable accommodation shall remain in effect only if the planning director determines that: (a) the modification is physically integrated into the residential structure and cannot easily be removed or altered to comply with the Municipal Code; or (b) the accommodation is necessary to give another disabled individual an equal opportunity to enjoy the dwelling. The planning director may request that the applicant, or his or her successor-in-interest, provide documentation that subsequent occupants are persons with disabilities. Failure to provide such documentation within thirty days of the date of a request by the city shall

constitute grounds for discontinuance by the city of a previously approved reasonable accommodation.

4. Revocation. Procedures for revocation shall be as prescribed by Section 9.02.260. Any reasonable accommodation approved in accordance with the terms of this code may be revoked if any of the conditions or terms of such reasonable accommodation are violated, or if any law or ordinance is violated in connection therewith.

H. Amendments. A request for changes in conditions of approval of a reasonable accommodation, or a change to plans that would affect a condition of approval shall be treated as a new application. The planning director may waive the requirement for a new application if the changes are minor, do not involve substantial alterations or addition to the plan or the conditions of approval, and are consistent with the intent of the original approval.

3.12 Table 9.03.040-6 (Residential Site Development Standards, Single-Family Standards) will be revised as shown below:

Table 9.03.040-6

Residential Site Development Standards

Single-Family Standards

Requirement	**R1**	**R2**	**RA2**	**R3**	**R5**	**RS10**
1. Maximum density (DUs* per net acre)	1	2	2	3	5	10
2. Minimum lot size (sq. ft. net area)	40K**	20K	20K	10K	7,200	4,500
3. Minimum lot width, in feet	150	100	100	90	70	45
Cul-de-sac/knuckle lot frontage	50	50	50	50	50	45
4. Minimum lot depth, in feet	170	120	120	100	100	85
5. Minimum front yard setback	25	25	25	25	20	20
Front-facing garages	Not applicable					10
Buildings other than front-facing garages						10
6. Minimum side yard setback, in feet***						
a. Interior side yard	See Note 1	See Note 1	See Note 1	See Note 1	See Note 2	See Note 3
b. Street side yard	20	20	20	15	15	10
7. Minimum rear yard setback, in feet***	40	35	35	30	15	15
8. Maximum lot coverage	25%	30%	30%	40%	40%	50%
9. Maximum building and structure height, in feet	Two stories not to exceed 35 feet.					
10. Minimum dwelling size (sq. ft.)	1500	1500	1500	1250	1250	1000

Requirement	R1	R2	RA2	R3	R5	RS10
11. Minimum distance between buildings, in feet (including main DUs and accessory structures)	20	15	15	10	10	10
12. Floor area ratio						
a. One-story home	.25	.30	.30	.40	.40	.50
b. Multi-story home	.50	.60	.60	.70	.70	.75

* The term "DUs" means dwelling units.

** The term "K" means thousands.

*** See Section 9.08.030 regarding accessory structures and room additions.

3.13 Notes to Residential Site Development Standards Table 9.03.040-6 [under Table 9.03.040-6 (Residential Site Development Standards, Single-Family Standards)] will be revised to include Note #4 as shown below:

4. The minimum front yard setback from private streets within the R1, R2 and R3 districts shall be fifty-five (55) feet measured from the center line of the street. The minimum front yard setback from private streets within the R5 district shall be fifty (50) feet measured from the center line of said street.

SECTION 4: EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5: NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6: EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 11th day of June, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00205028

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 869 had its first reading on May 28, 2013 and had its second reading on June 11, 2013, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

AGENDA

CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

June 11, 2013

REGULAR MEETING – 6:00 P.M.

City Council Study Sessions
First & Third Tuesdays of each month – 6:00 p.m.
City Council Meetings
Second & Fourth Tuesdays of each month – 6:00 p.m.
City Council Closed Sessions
Immediately following Regular City Council Meetings and Study Sessions, unless no Closed Session Items are Scheduled

City Hall Council Chamber - 14177 Frederick Street
Teleconference: 40 P Lovina
Pasay City, Metro Manila, Philippines

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3705 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Tom Owings, Mayor

Marcelo Co, Mayor Pro Tem
Jesse L. Molina, Council Member
Richard A. Stewart, Council Member
Victoria Baca, Council Member

MV00205030

AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
AND THE BOARD OF LIBRARY TRUSTEES

THE CITY COUNCIL RECEIVES A SEPARATE STIPEND FOR CSD MEETINGS

REGULAR MEETING - 6:00 PM
JUNE 11, 2013

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION - Pastor Eddie Ogwo - Heartbeat of God Assembly

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority or the Board of Library Trustees requests that an item be removed for separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF MAY 28, 2013 (Report of: City Clerk's Department)

Recommendations
1. Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

A.4 APPROVE RESOLUTION NO. 2013-36 ADOPTING A 10-YEAR RESOURCE PLAN FOR MORENO VALLEY UTILITY
(Report of: Public Works Department)

Recommendations
1. Approve Resolution No. 2013-36 adopting a 10-Year Resource Plan for Moreno Valley Utility.

   Resolution No. 2013-36

   A Resolution of the City Council of the City of Moreno Valley, California, Adopting a 10-Year Resource Plan for Moreno Valley Utility

2. Authorize the Electric Utility Division Manager to execute power purchase agreements with terms of 12 months or less with concurrence from the Public Works Director/City Engineer.

3. Authorize the City Manager to execute power purchase agreements with terms greater than 12 months and less than or equal to 5 years.

4. Power purchase agreements greater than 5 years shall require City Council approval.

5. Contracts associated with City ownership of generation assets or assumption of debt in support of generation projects or power purchase agreements shall require City Council approval.

6. Any procurement of energy products that is inconsistent with or not addressed in the adopted Resource Plan shall require City Council approval.

A.5 APPROVE RESOLUTION NO. 2013-37 ADOPTING A RENEWABLE ENERGY RESOURCES PROCUREMENT PLAN PURSUANT TO CALIFORNIA SENATE BILL 2-1X (SB2-1X).
(Report of: Public Works Department)

Recommendation:

1. Approve Resolution No. 2013-37 adopting a Renewable Energy Resources Procurement Plan pursuant to California Senate Bill 2-1X.

   Resolution No. 2013-37

   A Resolution of the City Council of the City of Moreno Valley, California, Adopting a Renewable Energy Resources Procurement Plan Pursuant to California Senate Bill 2-1x

A.6 MORENO VALLEY ELECTRIC UTILITY (MVU) SOLAR INCENTIVE PROGRAM 2013/14 UPDATES
(Report of: Public Works Department)

Recommendation:

1. Approve Moreno Valley Electric Utility (MVU) Solar Incentive Program 2013/14 updates.

A.7 AUTHORIZE THE CITY OF MORENO VALLEY TO GRANT SOUTHERN CALIFORNIA EDISON COMPANY AN EASEMENT OVER A PORTION OF REAL PROPERTY NEAR THE SOUTHWEST CORNER OF DELCRESTA DRIVE AND HIDDEN SPRINGS DRIVE (APN: 260-384-003)
(Report of: Public Works Department)

Recommendations

1. Authorize the Mayor to execute the Grant of Easement for a

permanent easement over a portion of real property located near the southwest corner of Delcresta Drive and Hidden Springs Drive (APN: 260-384-003) from the City of Moreno Valley to the Southern California Edison Company (SCE) and sign the SCE Purchase Offer.

2. Direct the City Clerk to forward the executed Grant of Easement and signed SCE Purchase Offer to Capital Projects for further processing and recordation.

A.8 AUTHORIZE EXECUTION OF QUITCLAIM DEEDS TRANSFERRING THE CITY'S TITLE INTEREST IN FOUR STORM DRAIN EASEMENTS FOR MORENO MDP LINE J AND LINE J-9 TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PER THE COOPERATIVE AGREEMENT BETWEEN CITY OF MORENO VALLEY AND RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT.
(Report of: Public Works Department)

Recommendations

1. Authorize the Mayor to execute the Quitclaim Deeds transferring all rights, title and interest in and to four storm drain easements for Moreno MDP Line J and J-9 per Easement Deeds recorded as Instrument Numbers 2011-0548110, 2011-0548111, 2012-0130583 and 2012-0130584 in the Official Records of Riverside County, California.

2. Direct the City Clerk to forward the four signed Quitclaim Deeds to the Riverside County Flood Control and Water Conservation District for further processing and recordation.

A.9 PARCEL MAP 35150 – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTIONS OF SAN MICHELE ROAD, INDIAN STREET, NANDINA AVENUE AND HEACOCK STREET ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM
(Report of: Community & Economic Development Department)

Recommendations

1. Adopt the proposed Resolution No. 2013-39 authorizing the acceptance of the public improvements within Parcel Map 35150 as complete and accepting the portions of San Michele Road, Indian Street, Nandina Avenue and Heacock Street associated with the project into the City's Maintained Street system.

Resolution No. 2013-39

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete Within Parcel Map 35150 and Accepting the Portions of San Michele Road, Indian Street, Nandina Avenue and Heacock Street Associated With the Project into the City's Maintained Street System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 60 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.10 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND ELECTRIC RATE SCHEDULE ED - ECONOMIC DEVELOPMENT RATE FOR MORENO VALLEY UTILITY
(Report of: Public Works Department)

Recommendations

1. Approve Resolution No. 2013-46 amending Electric Rate Schedule ED – Economic Development Rate for Moreno Valley Utility.

   Resolution No. 2013-46

   A Resolution of the City Council of the City of Moreno Valley, California, to Amend Electric Rate Schedule Ed – Economic Development Rate and Associated Agreement for Moreno Valley Utility

2. Authorize the City Manager to execute, on behalf of the City Council, the amended Economic Development Rate Agreement for New or Expanded Load Electric Service Customer pursuant to Schedule ED - Economic Development Rate.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF MAY 28, 2013 (Report of: City Clerk's Department)

Recommendation:

1. Approve as submitted.

B.3 THIRD EXTENSION OF THE AGREEMENT - PROJECT NO. DSG-1/10 FOR ZONE D (STANDARD SERVICE LEVEL) MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Third Extension of the Amended Agreement ("Third Extension Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. DSG-1/10, with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for Zone D (Parkway Landscape Maintenance Services) for areas receiving standard level landscape maintenance services.

2. Authorize the City Manager to execute the Third Extension Agreement for DSG-1/10 with TruGreen Landcare.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013, to TruGreen Landcare in the not-to-exceed (NTE) amount of $77,895.41 ($62,695.41 for base services and $15,200.00 for additional work services).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

B.4 FIRST EXTENSION OF THE AGREEMENT - PROJECT NO. DSG-2/12-13 ZONE D (REDUCED SERVICE LEVEL) MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the First Extension of the Amended Agreement ("Second Extension Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. DSG-2/12-13, with Mariposa Landscape, Inc., 15529 Arrow Highway, Irwindale, CA 91706 for Zone D (Parkway Landscape Maintenance Services) for areas receiving reduced landscape maintenance services.

2. Authorize the City Manager to execute the First Extension Agreement for DSG-2/12-13 with Mariposa Landscape, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Mariposa Landscape, Inc. in the not-to-exceed (NTE)

amount of $177,263.27 ($157,263.27 for base services and $20,000.00 for additional work services).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

B.5 SECOND EXTENSION OF THE AGREEMENT – PROJECT NO. E-1/11 TOWNGATE MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Second Extension of the Agreement ("Second Extension Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-1/11, with Marina Landscape, Inc. 1900 S. Lewis Street, Anaheim, CA 92805 for E-1 (Towngate) and E-1A (Renaissance Park) areas.

2. Authorize the City Manager to execute the Second Extension Agreement for E-1/11 with Marina Landscape, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Marina Landscape, Inc. in the not-to-exceed (NTE) amount of $68,800.08 ($59,322.96 for Zone E-1 and $9,477.12 for Zone E-1A) for base services and $15,750.00 ($13,500.00 for Zone E-1 and $2,250.00 for Zone E-1A) for additional work services.

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

B.6 FIRST EXTENSION OF THE AGREEMENT – PROJECT NO. E-3/11-12 MORENO VALLEY RANCH – WEST/LASSELLE POWERLINE PARKWAY - MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION (Report of: Financial & Management Services Department)

Recommendations

1. Approve the First Extension of the Agreement ("First Extension Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-3/11-12, with Merchants Landscape Services, Inc. 1510 S. Lyon Street, Santa Ana, CA 92705 for E-3 (Moreno Valley Ranch-West) and E-3A (Lasselle Powerline Parkway) areas.

2. Authorize the City Manager to execute the First Extension Agreement for E-3/11-12 with Merchants Landscape Services, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Merchants Landscape Services, Inc., in the not-to-exceed (NTE) amount of $158,306.32; including $137,206.30 ($130,047.36 for Zone E-3 and $7,158.96 for Zone E-3A) for base services and $21,100.00 ($19,100.00 for Zone E-3 and $2,000.00 for Zone E-3A) for additional work services.

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

B.7 SECOND EXTENSION OF THE AMENDED AGREEMENT – PROJECT NO. E-4/11 MORENO VALLEY RANCH–EAST / DAYBREAK – MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Second Extension of the Amended Agreement ("Second Extension Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-4/11, with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for E-4 (Moreno Valley Ranch-East) and E-4A (Daybreak) areas.

2. Authorize the City Manager to execute the Second Extension Agreement for E-4/11 with TruGreen Landcare.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to TruGreen Landcare in the not-to-exceed (NTE) amount of $119,625.32; including $101,350.30 ($95,770.32 for Zone E-4 and $5,580.00 for Zone E-4A) for base services and $18,275.00 ($17,000.00 for Zone E-4 and $1,275.00 for Zone E-4A) for additional work services.

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

B.8 SECOND EXTENSION OF THE AGREEMENT – PROJECT NO. E-81415/11 PROMONTORY PARK/MAHOGANY FIELDS/CELEBRATION -

MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Second Extension of the Agreement ("Second Extension Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-81415/11, with Merchants Landscape Services, Inc., 1510 S. Lyon Street, Santa Ana, CA 92705 for Zone E-8 (Promontory Park), Zone E-12 (Stoneridge Ranch), Zone E-14 (Mahogany Fields), and Zone E-15 (Celebration) areas.

2. Authorize the City Manager to execute the Second Extension Agreement for E-81415/11 with Merchants Landscape Services, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Merchants Landscape Services, Inc. in the not-to-exceed (NTE) amount of $81,194.64 ($14,710.44 for Zone E-8, $16,779.00 for Zone E-12, $36,546.72 for Zone E-14 and $13,158.48 for Zone E-15) for base services and $28,650.00 ($8,250.00 for Zone E-8, $6,600.00 for Zone E-12, $7,300.00 for Zone E-14, and $6,500.00 for Zone E-15) for additional work services.

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

B.9 FIRST EXTENSION OF THE AGREEMENT – PROJECT NO. M/12-13 MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the First Extension of the Amended Agreement ("First Extension Agreement") for Maintenance of the Median-Monument-Parkway Landscaping and Irrigation for Project No. M/12-13, with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for maintenance of the landscaped medians associated with Zone M (Medians) and medians and designated parkway areas of Zone S (Sunnymead Boulevard).

2. Authorize the City Manager to execute the First Extension Agreement for M/12-13 with TruGreen Landcare.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013, to TruGreen Landcare in the not-to-exceed (NTE) amounts

of $79,568.64 ($68,592.72 for Zone M and $10,975.92 for Zone S) for base services and $11,800.00 ($10,200.00 for Zone M and $1,600.00 for Zone S) for additional work.

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

B.10 THIRD EXTENSION OF THE AGREEMENT - PROJECT NO. BDEMS/10 BACKFLOW TESTING, REPAIR AND REPLACEMENT SERVICES WITHIN LANDSCAPED CSD MAINTAINED PARKWAYS AND MEDIANS
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Third Extension of the Agreement ("Third Extension Agreement") for BDEMS/10 with E. R. Block Plumbing, Inc., 10910 Hole Avenue, Riverside, CA 92505 to provide backflow testing, repair, and replacement of backflow devices throughout each of the CSD maintained landscaped areas and water quality basins.

2. Authorize the City Manager to execute the Third Extension Agreement for BDEMS/10 with E. R. Block Plumbing, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to E. R. Block Plumbing, Inc. in the not-to-exceed (NTE) amount of $37,500.00 ($4,800.00 for base testing services and $32,700.00 for additional work services).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

B.11 THIRD EXTENSION OF THE AGREEMENT - PROJECT NO. E-7/10 MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Third Extension of the Agreement ("Third Extension Agreement") for Maintenance of Parkway and Median Landscaping and Irrigation Project No. E-7/10, with Excel Landscape, Inc., 710 Rimpau Avenue, Suite 108, Corona, CA 92879 for E-7 (Centerpointe) landscaped area.

2. Authorize the City Manager to execute the Third Extension Agreement for E-7/10 with Excel Landscape, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Excel Landscape, Inc. in the not-to-exceed (NTE) amount of $39,296.04 ($33,326.04 for base services and $5,970.00 for additional work services).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

B.12 THIRD EXTENSION OF THE AGREEMENT - PROJECT NO. E-16/10 MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Third Extension of the Agreement ("Third Extension Agreement") for Maintenance of Parkway and Median Landscaping and Irrigation Project No. E-16/10, with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for the E-16 (Shadow Mountain) landscaped area.

2. Authorize the City Manager to execute the Third Extension Agreement for E-16/10 with TruGreen Landcare.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to TruGreen Landcare in the not-to-exceed (NTE) amount of $37,040.00 ($29,820.00 for base services and $7,220.00 for additional work services).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF MAY 28, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF MAY 28, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

E. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

E.1 PUBLIC HEARING STAFF REPORT TO CONSIDER RECOMMENDED RESOLUTIONS APPROVING THE CONTINUANCE OF CURRENT MORENO VALLEY COMMUNITY SERVICES DISTRICT ANNUAL PARCEL TAXES AND CHARGES PROPOSED FOR FISCAL YEAR 2013/14 (Report of: Financial & Management Services Department)

Recommendations That the CSD:
1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley CSD ("CSD Board") conduct a Public Hearing to consider the continuance of current Moreno Valley Community Services District annual parcel taxes and charges proposed for FY 2013-14 and to approve and adopt the proposed resolutions as follows:

   Resolution No. CSD 2013-02 to approve the calculation of the Zone A parcel tax.

   Resolution No. CSD 2013-02

   A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Maximum Parcel Tax for Providing Zone A (Parks and Community Services) Services During Fiscal Year 2013/2014

2. Resolution No. CSD 2013-03 to approve the calculation of the Zone B parcel charges.

   Resolution No. CSD 2013-03

   A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Maximum Parcel Charge for Providing Zone B (Residential Street Lighting) Services During Fiscal Year 2013/2014

3. Resolution No. CSD 2013-04 to approve the calculation of the Zone C parcel tax.

   Resolution No. CSD 2013-04

   A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Maximum Parcel Tax for Providing Zone C (Arterial Street Lighting and Intersection Lighting) Services During Fiscal Year 2013/2014

4. Resolution No. CSD 2013-05 to approve the calculation of the Zone D parcel charges.

   Resolution No. CSD 2013-05

   A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Maximum Parcel Charge for Providing Zone D (Parkway Landscape Maintenance) Services During Fiscal Year 2013/2014

5. Resolution No. CSD 2013-06 to approve the calculation of the Zone E parcel charges.

   Resolution No. CSD 2013-06

   A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Maximum Parcel Charge for Providing Zone E (Extensive Landscape Maintenance) Services During Fiscal Year 2013/2014

6. Resolution No. CSD 2013-07 to approve the calculation of the Zone E-1A parcel charges.

Resolution No. CSD 2013-07

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Maximum Parcel Charge for Providing Zone E-1A (Renaissance Park – Internal Parkway Landscape Maintenance) Services During Fiscal Year 2013/2014

7. Resolution No. CSD 2013-08 to approve the calculation of the Zone E-3A parcel charges.

   Resolution No. CSD 2013-08

   A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Maximum Parcel Charge for Providing Zone E-3A (Lasselle Powerline Parkway Internal Parkway Landscape Maintenance) Services During Fiscal Year 2013/2014

8. Resolution No. CSD 2013-09 to approve the calculation of the Zone E-4A parcel charges.

   Resolution No. CSD 2012-09

   A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Maximum Parcel Charge for Providing Zone E-4A (Daybreak Development – Internal Parkway Landscape Maintenance) Services During Fiscal Year 2013/2014

9. Resolution No. CSD 2013-10 to approve the calculation of the Zone M parcel charges.

   Resolution No. CSD 2013-10

   A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Maximum Parcel Charge for Providing Zone M (Commercial/ Industrial/Multifamily Improved Median Maintenance) Services During Fiscal Year 2013/2014

10. Resolution No. CSD 2013-11 to approve the calculation of the Zone S

parcel charges.

Resolution No. CSD 2013-11

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Maximum Parcel Charge for Providing Zone S (Sunnymead Boulevard Maintenance) Services During Fiscal Year 2013/2014

E.2 PUBLIC MEETING AND PUBLIC HEARING REGARDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE SCHEDULE FOR NEW RESIDENTIAL AND COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE DEVELOPMENT PROPOSED FISCAL YEAR (FY) 2013/2014 ANNUAL RATES
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Conduct a Public Meeting and public Hearing to consider all objections or protests of the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" as provided in the Public Notice.

2. Adopt "Resolution No. 2013-38, A Resolution of the City of Moreno Valley, California, Authorizing and Approving the Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development on the County of Riverside Property Tax Roll."

   Resolution No. 2013-38

   A Resolution of the City of Moreno Valley, California, Authorizing and Approving the Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development on the County of Riverside Property Tax Roll

E.3 A PUBLIC HEARING FOR THE BOULDER RIDGE FAMILY APARTMENTS (PA13-0006), A 141 UNIT AFFORDABLE APARTMENT PROJECT ON APPROXIMATELY 10 ACRES LOCATED AT THE SOUTHEAST CORNER OF ALESSANDRO BOULEVARD AND LASSELLE STREET. THE PROJECT INCLUDES A ZONE CHANGE (PA13-0007) AND GENERAL PLAN AMENDMENT (PA13-0008) FROM NEIGHBORHOOD COMMERCIAL AND R15 TO R30 AND OPEN SPACE,

AND A VARIANCE (P13-029) TO REDUCE THE COVERED PARKING REQUIREMENT FOR 3-BEDROOM APARTMENTS. THE APPLICANT IS RANCHO BELAGO DEVELOPERS, INC.
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Conduct a public hearing for PA13-0008 (General Plan Amendment), PA13-0007 (Zone Change), P13-029 (Variance) and PA13-0006 (Plot Plan) and subsequent to the public hearing.

2. APPROVE Resolution No. 2013-40 APPROVING PA13-0008 (General Plan Amendment), based on the findings contained in this resolution, and as shown on Exhibit A.

   Resolution No. 2013-40

   A Resolution of the City Council of the City of Moreno Valley, California, Approving General Plan Amendment Application No. PA13-0008, Changing the Land Use Designation From Neighborhood Commercial and R15 to R30 and Open Space for Approximately 10 Acres Located at the Southeast Corner of Alessandro Boulevard and Lasselle Street (Assessor's Parcel Number 486-280-044 and a Portion of -043).

3. INTRODUCE Ordinance No. 870 APPROVING PA13-0007 (Zone Change), based on the findings contained in this ordinance, and as shown on Exhibit A.

   Ordinance No. 870

   An Ordinance of the City Council of the City of Moreno Valley, California, Approving Zone Change Application No. PA13-0007, Changing the Land Use Designation from Neighborhood Commercial and R15 To R30 and Open Space for Approximately 10 Acres Located at the Southeast Corner of Alessandro Boulevard and Lasselle Street (Assessor's Parcel Number 486-280-044 and a Portion of -043).

4. APPROVE Resolution No. 2013-41 APPROVING P13-029 (Variance), based on the findings contained in this resolution.

   Resolution No. 2013-41

   A Resolution of the City Council of the City of Moreno Valley, California, Approving Variance Application No. P13-029, to Reduce the Covered Parking Requirement From 2 Spaces to 1 Space Per

Unit for 3-Bedroom Units, for a 141 Unit Affordable Apartment Located at the Southeast Corner of Alessandro Boulevard and Lasselle Street (APN's 486-280-044 and a Portion of -043).

5. APPROVE Resolution No. 2013-42 APPROVING PA13-0006 (Plot Plan), based on the findings contained in this resolution, and subject to the attached conditions of approval included as Exhibit A.

   Resolution No. 2013-42

   A Resolution of the City Council of the City of Moreno Valley, California, Approving Plot Plan Application No. PA13-0006 to Develop a 141 Unit Affordable Apartment Project on Approximately 10 Acres Located at the Southeast Corner of Alessandro Boulevard and Lasselle Street (Assessor's Parcel Number 486-280-044 and a Portion of -043).

E.4 PUBLIC HEARING AND ADOPTION OF RESOLUTION ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR THE CITY OF MORENO VALLEY FOR FISCAL YEAR 2013-14
(Report of: Financial & Management Services Department)

Recommendations That the City Council:

1. Conduct a Public Hearing to receive public comments on the City's appropriations limit for Fiscal Year 2013-14.

2. Adopt Resolution No. 2013-43 establishing the appropriations limit at $99,825,081 for the City of Moreno Valley for Fiscal Year 2013-14.

   Resolution No. 2013-43

   A Resolution of the City Council of the City of Moreno Valley, California, Establishing the Appropriations Limit for Fiscal Year 2013-2014

E.5 PUBLIC HEARING AND ADOPTION OF RESOLUTION ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT FOR FISCAL YEAR 2013-14
(Report of: Financial & Management Services Department)

Recommendations That the CSD:

1. Conduct a Public Hearing to receive public comments on the Moreno Valley Community Services District's appropriations limit for Fiscal Year 2013-14.

2. Adopt Resolution No. CSD 2013-12 establishing the appropriations limit at $16,086,128 for the Moreno Valley Community Services District for Fiscal Year 2013-14.

Resolution No. CSD 2013-12

A Resolution of the Moreno Valley Community Services District Establishing the Appropriations Limit for Fiscal Year 2013-14

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

G. REPORTS

G.1 ADOPTION OF AN ENERGY EFFICIENCY REVOLVING FUND POLICY THAT IS CONSISTENT WITH THE CITY'S SOUTHERN CALIFORNIA EDISON GRANT PROJECT PA12-0027. THE POLICY PROVIDES A STRUCTURED AND COST EFFECTIVE APPROACH FOR FUNDING OF FUTURE ENERGY EFFICIENCY PROJECTS
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. RECOGNIZE that the Energy Efficiency Revolving Fund Case No. PA12-0027 will not have a significant effect on the environment and is therefore exempt from the provisions of the California Environmental Quality Act (CEQA), per CEQA Guidelines Section 15061 as defined by Section 15378.

2. AUTHORIZE the transfer and appropriation of $59,756.34 from General Fund fund balance to a new Energy Efficiency Revolving Fund with direction to staff to provide a report to City Council annually to account for the expenditure and results of the expenditure of Energy Fund monies.

3. APPROVE Resolution No. 2013-35 approving the Energy Efficiency Revolving Fund Project PA12-0027 based on the findings in the City Council Resolution.

Resolution No. 2013-35

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Energy Efficiency Revolving Fund Policy (PA12-0027). The Policy Provides a Structured and Cost Effective Approach for Funding of Future Energy Efficiency Projects

G.2 ADOPTION OF FISCAL YEAR 2013/14 – 2014/15 OPERATING BUDGET
(Report of: Financial & Management Services Department)

Recommendations That the City Council:

1. Adopt Resolution No. 2013-44, approving the Operating Budget for the City of Moreno Valley for FY 2013/14 – 2014/15, including all applicable adjustments, pursuant to the appropriations presented in Attachment 1.

   Resolution No. 2013-44

   A Resolution of the City Council of the City of Moreno Valley, California, Adopting the Operating Budget for Fiscal Years 2013/14 – 2014/15

2. Approve the position control as detailed on pages 5 - 8 in the Proposed Operating Budget presented as Exhibit A.

Recommendations That the Housing Authority:

1. Adopt Resolution No. HA 2013-03, approving the Operating Budget for the Moreno Valley Housing Authority for FY 2013/14 – 2014/15, including all applicable adjustments, pursuant to the appropriations presented in Attachment 2.

   Resolution No. HA 2013-03

   A Resolution of the Moreno Valley Housing Authority of the City of Moreno Valley, California, Adopting the Operating Budget for Fiscal Years 2013/14 - 2014/15

Recommendations That the CSD:

1. Adopt Resolution No. CSD 2013-13, approving the Operating Budget for the Moreno Valley Community Services District for FY 2013/14 – 2014/15, including all applicable adjustments, pursuant to the appropriations presented in Attachment 3.

   Resolution No. CSD 2012-13

   A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Adopting the Operating Budget for Fiscal Years 2013/14 - 2014/15

Recommendation That the City Council as Successor Agency

1. Adopt Resolution No. SA 2013-03, approving the Operating Budget for the City of Moreno Valley Moreno as Successor Agency to the

Community Redevelopment Agency of the City of Moreno Valley for FY 2013/14 – 2014/15, including all applicable adjustments, pursuant to the appropriations presented in Attachment 4.

Resolution No. SA 2013-03

A Resolution of the City of Moreno Valley as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, Adopting the Operating Budget for Fiscal Years 2013/14 - 2014/15

G.3 ADOPTION OF FY 2013-2014 CAPITAL IMPROVEMENT PLAN
(Report of: Public Works Department)

Recommendations That the City Council:

1. Adopt Resolution No. 2013-45, approving the Capital Improvement Plan as the capital budget for the City of Moreno Valley for FY 2013-2014, including all applicable adjustments to the Proposed Capital Improvement Plan (CIP), as detailed in Revisions to the Proposed Capital Improvement Plan.

   Resolution No. 2013-45

   A Resolution of the City Council of the City of Moreno Valley, California, Adopting the Capital Improvement Plan for FY 2013-2014

Recommendations That the CSD:

1. Acting in its capacity as the President and the Board of Directors of the Community Services District (CSD) of the City of Moreno Valley, adopt Resolution No. CSD 2013-14, approving the Capital Improvement Plan as the capital budget for the Community Services District of the City of Moreno Valley for FY 2013-2014, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan.

   Resolution No. CSD 2013-14

   A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Adopting the Capital Improvement Plan for FY 2013-2014

Recommendations That the Housing Authority:

1. Acting in its capacity as the Chairman and the Board of Directors of the Moreno Valley Housing Authority (HA) of the City of Moreno Valley, adopt Resolution No. HA 2013-04, approving the Capital

Improvement Plan as the capital budget for the Moreno Valley Housing Authority for FY 2013-2014, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan.

Resolution No. HA 2013-04

A Resolution of the Moreno Valley Housing Authority of the City of Moreno Valley, California, Adopting the Capital Improvement Plan for FY 2013-2014

Recommendation That the City Council as Successor Agency

1. Acting in its capacity as the Successor Agency (SA) to the Community Redevelopment Agency of the City of Moreno Valley, adopt Resolution No. SA 2013-04 approving the Capital Improvement Plan as the capital budget for the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley for FY 2013-2014 including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan.

   Resolution No. SA 2013-04

   A Resolution of the City Council of the City of Moreno Valley Serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, California Adopting the Capital Improvement Plan For FY 2013-2014

G.4 MEMORANDUM OF UNDERSTANDING REGARDING NEW TENANT FOR WESTRIDGE BUSINESS PARK
(Report of: Community & Economic Development Department)

Recommendation That the City Council:

1. Approve the Memorandum of Understanding with AI California LLC regarding the development and occupancy of the Westridge Business Park.

G.5 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

G.6 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION

H.2.1 ORDINANCE NO. 868 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING P12-117 (SPECIFIC PLAN AMENDMENT) AMENDING CHAPTER III OF THE MORENO VALLEY INDUSTRIAL AREA PLAN (SP 208) TO INCLUDE EMERGENCY SHELTERS AS A PERMITTED USE IN THE INDUSTRIAL SUPPORT AREAS (RECEIVED FIRST READING AND INTRODUCTION BY A 5-0 VOTE) (Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Adopt Ordinance No. 868 approving Specific Plan Amendment (P12-117) to add emergency shelters as a permitted use based on the findings in the Ordinance.

   Ordinance No. 868

   An Ordinance of the City Council of the City of Moreno Valley, California, Approving P12-117 (Specific Plan Amendment) Amending Chapter III of the Moreno Valley Industrial Area Plan (SP 208) to Include Emergency Shelters as a Permitted Use in the Industrial Support Areas

H.2.2 ORDINANCE NO. 869 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A MUNICIPAL CODE AMENDMENT (PA12-0028) AMENDING TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY ADDING THE FOLLOWING REGULATIONS: EMERGENCY SHELTERS, FARM WORKER HOUSING, SINGLE ROOM OCCUPANCY UNITS (SRO), REASONABLE ACCOMMODATION PROCEDURES AND AMENDING THE MUNICIPAL CODE TO INCLUDE MINOR TECHNICAL CLEAN UPS (RECEIVED FIRST READING AND INTRODUCTION BY A 5-0 VOTE) (Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Adp[t Ordinance No. 869 approving a Municipal Code Amendment (PA12-0028) amending various sections of Title 9 of the City of Moreno Valley Municipal Code based on the findings in the Ordinance.

Ordinance No. 869

An Ordinance of the City Council of the City of Moreno Valley, California, Approving a Municipal Code Amendment (PA12-0028) Amending Title 9 of the City of Moreno Valley Municipal Code By Adding the Following Regulations: Emergency Shelters, Farm Worker Housing, Single Room Occupancy Units (SRO), Reasonable Accommodation Procedures and Amending the Municipal Code to Include Minor Technical Clean Ups

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/City as Successor Agency for the Community Redevelopment Agency/Housing Authority or Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority will be held in Conference Room C, First Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

a) Case: *City of Moreno Valley v. Chen*
Court: Riverside Superior Court
Case No: RIC 1213875

b) Case: *City of Moreno Valley V. Chado & Chado*
Court: Riverside Superior Court
Case No: RIC 1213878

c) Case: *City of Moreno Valley v. Equitable Properties*
Court: Riverside Superior Court
Case No: RIC 1213880

d) Case: *City of Moreno Valley V. McGinness*
Court: Riverside Superior Court
Case No: RIC 1213882

2 SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF SECTION 54956.9

Number of Cases: 5

3 SECTION 54956.9(d)(4) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

4 SECTION 54956.8 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR

a) City Negotiator: Michelle Dawson, City Manager
Under Negotiation: Price and terms of payment
APN/Caltrans Parcel: 487-470-013 & 487-470-023

5 SECTION 54957.6 - LABOR NEGOTIATIONS

a) Unrepresented Employees

6 SECTION 54957 - PUBLIC EMPLOYMENT

a) City Manager

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

ADJOURNMENT

CERTIFICATION

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, certify that the City Council Agenda was posted in the following places pursuant to City of Moreno Valley Resolution No. 2007-40:

City Hall, City of Moreno Valley
14177 Frederick Street

Moreno Valley Library
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center
25075 Fir Avenue

Jane Halstead, CMC,
City Clerk

Date Posted: 6/5/2013

MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
May 28, 2013

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Employee of the Quarter, 1st Quarter 2013

   Payroll/Human Resources ERP Implementation Team
   Dori Lienhard, Enterprise Systems Administrator
   Kim Krueger, Applications Analyst
   Gordon MacDonald, Applications and Database Administrator
   Maggie DeMauro, Payroll Supervisor
   Sandra Contreras, Management Analyst
   Celeste Wiggins,Senior Payroll Technician
   Ednamay Stull, Senior Payroll Technician - Temp
   Bridgette Montgomery, Human Resources Analyst

2. Moreno Valley Police Department Officer of the Quarter – Officer Victor Pierson

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:00 PM
May 28, 2013

CALL TO ORDER

The Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority and the Board of Library Trustees was called to order at 6:03 p.m. by Mayor Tom Owings in the Council Chamber located at 14177 Frederick Street

Mayor Tom Owings announced that the City Council receives a separate stipend for CSD meetings.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Ray Hicks of Southern California Edison.

INVOCATION - Pastor O. J. Philpot - Christ Community Church

ROLL CALL

Council:

Tom Owings	Mayor
Marcelo Co	Mayor Pro Tem
Victoria Baca	Council Member
Jesse L. Molina	Council Member
Richard A. Stewart	Council Member

Staff:

Jane Halstead	City Clerk
Kathy Gross	Executive Assistant
Suzanne Bryant	Acting City Attorney
Michelle Dawson	City Manager

Joel Ontiveros	Police Chief
Abdul Ahmad	Fire Chief
Ahmad Ansari	Public Works Director
Tom DeSantis	Assistant City Manager
Mike McCarty	Parks & Community Services Director
John Terell	Interim Community and Economic Development
Steve Hargis	Technology Services Division Manager

PUBLIC COMMENTS **ON ANY SUBJECT NOT ON THE AGENDA** UNDER THE JURISDICTION OF THE CITY COUNCIL

Hans Wolterbeek

1. Cost Estimates for World Logistics Center and possibility of losing property values
2. Requests the Mayor to direct the City Manager: 1) Good Faith Estimate over the next 10 years how much income the City can reasonably expect to earn from WLC project; and 2)Good Faith Estimate for next 10 years of how much property tax money the City can expect to lose from non WLC facilities

Pete Bleckert

1. New Employees and/or assignments
2. Property Values
3. Fire Truck Fees for Storage

Marcia Amino

1. Treating other Council Members with Respect
2. Positions and paying double salaries
3. Police cuts
4. New ACM and the cloud he carries from City of Riverside

Betty Masters

1. World Logistics Center opposition (handout)

Tom Jerele, Sr.

1. Community/City Image
2. West Coast Thunder

3. Memorial Day Presentation

Louise Palomarez

1. Honor seeing motorcycles of West Coast Thunder and no good press coverage
2. Little girl speaking
3. Fire Station No. 99 - in support of keeping open

Remainder of speakers who spoke after Legislative Actions:

Marie Hytn

1. Fire Station No. 99

Jeff Labahn

1. Fire Station No. 99

Alexia Crabtree

1. Fire Station No. 99 and Safety

Tom Thornsley

1. Policy on Public Comments - Requests Code clarification
2. City Manager's resignation and severance package

Earl Lee

1. Warehouses and Mayor's Promise during campaign
2. Negativity on Council
3. Fire Station No. 99
4. Property Value

Alicia Espinoza

1. Comments regarding Council Member Stewart during May 21, 2013 Study Session

Deanna Reeder

1. Thank you for allowing all speakers to speak
2. Rules of Procedure

3. Fire Station No. 99 and Warehouse (World Logistics Center) wearing red

4. Mayor Tom Owings being against warehouses when interviewed on Planning Commission

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, MORENO VALLEY HOUSING AUTHORITY AND THE BOARD OF LIBRARY TRUSTEES

A. CONSENT CALENDAR-CITY COUNCIL

Mayor Tom Owings opened the agenda items for the Consent Calendars for public comments, which were received from Deanna Reeder.

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF MAY 14, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

A.4 APPROVAL OF PAYMENT REGISTER FOR MARCH, 2013
(Report of: Financial & Management Services Department)

Recommendation:
Adopt Resolution No. 2013-32, approving the Payment Register for the month of March, 2013 in the amount of $14,720,895.22.

Resolution No. 2013-32

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Payment Register for the Month of March, 2013

A.5 RECEIPT OF QUARTERLY INVESTMENT REPORT – QUARTER ENDED MARCH 31, 2013

(Report of: Financial & Management Services Department)

Recommendation:
Receive and file the Quarterly Investment Report, in compliance with the City's Investment Policy.

A.6 2012 ANNUAL REPORT OF THE PLANNING COMMISSION
(Report of: Community & Economic Development Department)

Recommendations

1. RECEIVE AND FILE the 2012 Annual Report of the Planning Commission.

2. AUTHORIZE transmittal to the California State Office of Planning and Research in accordance with Government Code Section 65040.5.

A.7 REJECT ALL BIDS FOR THE CONSTRUCTION OF THE CITYWIDE PEDESTRIAN ENHANCEMENTS
PROJECT NO. 801 0040 70 77
(Report of: Public Works Department)

Recommendations

1. Reject all bids opened on April 29, 2013, for the Citywide Pedestrian Enhancements Project.

2. Approve staff to re-advertise for construction bids for the Citywide Pedestrian Enhancements Project.

3. Authorize City Manager to award and execute the contract to the lowest responsible bidder, if it is within the project budget, subject to approval by the City Attorney.

A.8 APPROVAL OF A GRANT APPLICATION SUBMITTAL FOR THE TIGER DISCRETIONARY GRANTS PROGRAM
(Report of: Public Works Department)

Recommendation:
Authorize the submission of a grant application for the TIGER Discretionary Grants Program to the U.S. Department of Transportation.

A.9 PA12-0048 (PM 36511) – APPROVE PARCEL MAP
(Report of: Community & Economic Development Department)

Recommendations

1. Approve Parcel Map 36511.

2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

A.10 RESOLUTION ADJUSTING DEVELOPMENT IMPACT FEES TO ADD CATEGORIES FOR MOBILE/SENIOR DEVELOPMENT AND AFFORDABLE MOBILE/SENIOR DEVELOPMENT
(Report of: Community & Economic Development Department)

Recommendation:
Approve Resolution No. 2013-33 authorizing the adjustment of the City of Moreno Valley Development Impact Fees to add categories for Mobile/Senior Development and Affordable Mobile/Senior Development.

Resolution No. 2013-33

A Resolution of the City Council of the City of Moreno Valley, California, Adopting the Development Impact Fee (DIF) Update Study 2012 and Adding New Categories – Mobile/Senior Development and Affordable Mobile/Senior Development – to the Table of Developments in the City of Moreno Valley Subject to DIF

A.11 ADOPTION OF AN ENERGY ACTION PLAN (EAP) AND GREENHOUSE GAS ANALYSIS THAT IS CONSISTENT WITH THE CITY'S SOUTHERN CALIFORNIA EDISON GRANT (PA12-0027). THE EAP FOCUSES ON ELECTRICAL ENERGY USE AND CONSERVATION
(Report of: Community & Economic Development Department)

Recommendations
1. RECOGNIZE that the Energy Action Plan and Greenhouse Gas Analysis (PA12-0027) will not have a significant effect on the environment and is therefore exempt from the provisions of the California Environmental Quality Act (CEQA), per CEQA Guidelines Section 15061 as defined by Section 15378.

2. APPROVE Resolution No. 2013-34 approving the Energy Action Plan and Greenhouse Gas Analysis (PA12-0027), based on the findings in the City Council Resolution.

   Resolution No. 2013-34

   A Resolution of the City Council of the City of Moreno Valley, California, Approving the Energy Action Plan and Greenhouse Gas Analysis (PA12-0027) Consistent with the City's Southern California Edison Grant, and is Intended to Assist with the City's Compliance with Assembly Bill 32 and Senate Bill 375, Both State Initiatives

Aimed at Reducing Greenhouse Gas Emissions in California

A.12 AUTHORIZE A CONTRACT CHANGE ORDER TO THE CITY HALL SECOND LEVEL FLOORING REHABILITATION AGREEMENT WITH RASMUSSEN BROTHERS CONSTRUCTION, INC. TO REMODEL THE TWO SECOND LEVEL PUBLIC RESTROOMS
PROJECT NO. 803 0014 30 40
(Report of: Public Works Department)

Recommendations

1. Authorize a change order to the Agreement with Rasmussen Brothers Construction, Inc. (RBC) for the Remodel of the City Hall Second Level Public Restrooms.

2. Authorize the City Manager to execute said change order.

3. Authorize an appropriation of $150,000 from the Facilities Maintenance Fund (7310) to the City Hall Second Level Flooring Rehabilitation (Seismic Retrofit & Roof Restoration) project (GL: 7310-18-40-80003, Project No.: 803 0014 30 40) upon approval of the above transfer.

4. Authorize the issuance of a purchase order for $147,289 ($128,077 bid plus 15% contingency) with RBC when the contract change order has been signed by all parties.

5. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with RBC up to, but not to exceed the purchase order's total contingency amount of $19,212, subject to the approval of the City Attorney.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF MAY 14, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF MAY 14, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF MAY 14, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 by m/Council Member Victoria Baca, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

E. PUBLIC HEARINGS

E.1 A SPECIFIC PLAN AMENDMENT (P12-117) TO ADD EMERGENCY SHELTERS TO THE MORENO VALLEY INDUSTRIAL AREA SPECIFIC PLAN (SP 208) AND A MUNICIPAL CODE AMENDMENT (PA12-0028) TO ADD THE FOLLOWING REGULATIONS: EMERGENCY SHELTERS, FARM WORKER HOUSING, SINGLE ROOM OCCUPANCY UNITS (SRO) AND MINOR TECHNICAL CLEAN UPS TO THE MUNICIPAL CODE. THE AMENDMENT TO THE MORENO VALLEY INDUSTRIAL AREA SPECIFIC PLAN (SP 208) AND TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE WILL PROVIDE CONSISTENCY WITH THE CITY'S CERTIFIED HOUSING ELEMENT.
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. RECOGNIZE that P12-117 (Specific Plan Amendment) and PA12-0028 (Municipal Code Amendment), qualify as exemptions in accordance with CEQA Guidelines, Section 15061 as defined by Section 15378.

2. INTRODUCE Ordinance No. 868 approving Specific Plan Amendment (P12-117) to add emergency shelters as a permitted use based on the findings in the Ordinance.

Ordinance No. 868

An Ordinance of the City Council of the City of Moreno Valley, California, Approving P12-117 (Specific Plan Amendment) Amending Chapter III of the Moreno Valley Industrial Area Plan (SP 208) to Include Emergency Shelters as a Permitted Use in the Industrial Support Areas

3. INTRODUCE Ordinance No. 869 approving a Municipal Code Amendment (PA12-0028) amending various sections of Title 9 of the City of Moreno Valley Municipal Code based on the findings in the Ordinance.

Ordinance No. 869

An Ordinance of the City Council of the City of Moreno Valley, California, Approving a Municipal Code Amendment (PA12-0028) Amending Title 9 of the City of Moreno Valley Municipal Code By Adding the Following Regulations: Emergency Shelters, Farm Worker Housing, Single Room Occupancy Units (SRO), Reasonable Accommodation Procedures and Amending the Municipal Code to Include Minor Technical Clean Ups

Mayor Tom Owings opened the public testimony portion of the public hearing. Public testimony was received from Tom Thornsley.

Motion to Approve Recommendation No. 1 by m/Council Member Jesse L. Molina, s/Mayor Pro Tem Marcelo Co

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 2 by m/Council Member Jesse L. Molina, s/Mayor Pro Tem Marcelo Co

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 3 by m/Council Member Jesse L. Molina, s/Mayor Pro Tem Marcelo Co

Approved by a vote of 5-0.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

None

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

a) Report by Council Member Council Member Jesse L. Molina on Riverside Transit Agency (RTA)

RTA Respresentative in Washington D.C., Steve Palmer, says were good for 600 billion dollars for this new year that Congress passed. There will be cuts and new taxes; President asked for 10 years of no budget. Map 21 will be fully funded of 41 million with 10 million dollars for Transit; although will expire in September 2014. Department of Transportation is looking for new ways to pay for new highway infrastructure; expect a .20 cent per gallon tax hike. Dianne Feinstein trying to get exemptions for Goods Movements.

During budget for Dial-A-Ride, the Moreno Valley operating expenses went down and other cities have gone up. It's not how big your City is, but how much it is used.

G.2 REPORT TO CONSIDER PUBLIC COMMENTS REGARDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE SCHEDULE FOR NEW RESIDENTIAL AND COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE DEVELOPMENT PROPOSED FISCAL YEAR 2013/2014 ANNUAL RATES
(Report of: Community & Economic Development Department)

Recommendation:
That the City Council hold a public meeting to accept public comments regarding the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" proposed Fiscal Year 2013/2014 annual rates.

Mayor Tom Owings opened the agenda item for public comments; there being none, public comments were closed.

Motion to Continue to the next regular City Council meeting (June 11, 2013) by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 5-0.

G.3 MONTHLY REPORT: MORENO VALLEY ANIMAL SHELTER ADOPTION RATE
(Report of: Administrative Services Department)

Recommendations That the City Council:
Receive and file the Monthly Report: Moreno Valley Animal Shelter Adoption Rate for the period of April 1, 2013 to April 30, 2013.

Mayor Tom Owings opened the agenda item for public comments; there being none, public comments were closed.

G.4 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

Mayor Tom Owings opened the agenda item for public comments; there being none, public comments were closed.

City Manager, Michelle Dawson, reported that Neighborhood Budget meetings were held Monday, May 12th through Saturday, May 18th, and the City Council and staff hosted these meetings to share information about the City's fiscal situation, the proposed budget for the next two fiscal years, and the Capital Improvement Projects in each specific Council District. City Manager thanked the Council, our residents, and our Executive Team for their participation in these meetings. The presentation information as well as video from each meeting is available on the City's website and we encourage our residents to be informed, review the information, and contact the City if they have any budget related questions. Special thanks were made to Chief Financial Officer, Rick Teichert and Public Works Director, Public Works Director Ahmad Ansari, for sharing their expertise and providing information in a format that was readily accessible.

Also reported there were two outstanding events in recognition of Memorial Day. City Manager didn't want to step on any of the Council Members' comments regarding the events, but did want to thank the Council and staff for their hard work and effort in making these events successful.

In particular, City Manager thanked the City team that was instrumental in making the West Coast Thunder even on Sunnymead a success. The team responsible for the excellent event included Shanna Palau, City

Manager's Office on overall coordination; corporal James Hamrick, Moreno Valley Police Department traffic management; Liz Plazola, Land Development special event permit; Ariana Ayala, Public Works street sweeping and trash bins from Waste Management; and Ron Matthews, Public Works for hanging banners.

Also want to thak the team responsible for planning and staffing our Annual Sunset Ceremony commemorating Memorial Day that included: City Manager's Office-Tim Carroll, Meleisa Mendonca, Paul Smith, and Michelle Patterson; City Council and City Clerk's office, Cindy Miller; Parks & Community Services, Lisa Smethurst; Fire Chief Ahmad for helping secure the CDF Firefighters Honor Guard and to Police Chief Ontiveros for providing the introduction to Sheriff Sniff.

G.5 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

Mayor Tom Owings opened the agenda item for public comments; there being none, public comments were closed.

Acting City Attorney, Acting City Attorney Suzanne Bryant, reported: The City has dismissed from the case O'Dane v Morris, et al. Riverside Superior Court Case No. RIC 1301763.

In the case Teague v City of Moreno Valley, United States District Court Case No. 11-1597-GHK (DTBx), the City submitted a Motion for Summary Judgment. Judge King took the matter under submission and then ruled completely in the City's favor and granted the City's motion for Summary Judgement. Judgment has been entered in favor of the City.

A settlement has been reached in the case Golden State Constructors v City. Riverside Superior Court Case No. RIC 1215214 in the amount of $30,000 paid to the plaintiff. The settlement was approved in Closed Session on March 12, 2013, with a 4-0 vote. Council Member Molina was absent.

In the case City of Moreno Valley v Bond Safeguard Insurance Company, Riverside Superior Court Case number RIC 1118795, a settlement has been reach. The terms are as follows: Bond Safeguard has already wire transferred $2,248,000 into an escrow account. It has also paid to the City $137,500 for reimbursement of legal fees. The case has now been dismissed. The settlement was approved in Closed Session on April 23, 2013 with a 5-0 vote.

In the case City of Moreno Valley v. AEI-CASC Engineering, Inc. Los Angeles Superior Court Case No: BC481595, a settlement has been reached. The City is to receive a total of $375,000. The settlement was

approved in Closed Session on April 23, 2013 with a 5-0 vote.

Breaks: Mayor Tom Owings announced that they will take a ten minute break.

RECONVENE

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION

H.2.1 ORDINANCE NO. 867 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA12-0029 (ZONE CHANGE) TO CHANGE THE LAND USE DISTRICT FOR APPROXIMATELY 43.52 ACRES FROM RESIDENTIAL 10 (R10), RESIDENTIAL SINGLE FAMILY (RS10), AND RESIDENTIAL 15 (R15) TO RESIDENTIAL 5 (R5) FOR ASSESSORS PARCEL NUMBERS 478-100-034, 478-090-007, 478-090-036, 478-100-010, 478-100-009 (RECEIVED FIRST READING AND INTRODUCTION ON MAY 14, 2013 BY A 5-0 VOTE) (Report of: Community & Economic Development Department)

Recommendations That the City Council:
Adopt Ordinance No. 867 approving PA12-0029 Change of Zone from Residential 10 (R10), Residential Single Family 10 (RS10), Residential 15 (R15) to Residential 5 (R5).

Ordinance No. 867

An Ordinance of the City Council of the City of Moreno Valley, California, Approving PA12-0029 (Zone Change) to Change the Land Use District for Approximately 43.52 Acres from Residential 10 (R10), Residential Single Family(RS10), And Residential 15 (R15) to Residential 5 (R5) for Assessors Parcel Numbers 478-100-034, 478-090-007, 478-090-036, 478-100-010, 478-100-009

Mayor Tom Owings opened the agenda item for public comments; there being none, public comments were closed.

Motion to Approve by m/Council Member Richard A. Stewart, s/Council Member Victoria Baca

Approved by a vote of 5-0.

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Richard Stewart

1. Fire Truck
2. Memorial Day Sunset Event - Stan Sniff speaker
3. Public comments and length a long while ago
4. Layoffs and Fire Station No. 99 closure - these haven't been voted on yet
5. Investigations
6. Apparent disagreements on City Council

Council Member Victoria Baca

1. Fun filled weekend: West Coast Thunder – We should repeat this next year with more publicity, encourage people to get involved in the parade and stay afterwards.
2. Memorial Day Event - Awesome that the City pays tribute to our fallen heroes
3. Thank you to Ray Johnson, driver of the little red corvette from the "Old Farts Racing Team"
4. Thank you to staff for District Budget meetings and one more in Edgemont will be on Monday, June 3, 2013 at 6 p.m. at the Box Springs Mutual Water District.
5. Fire Station No. 99 - Haven't made a decision yet, but we're listening to all of your comments and will make a decision that is best for the whole community.

Jesse Molina

1. West Coast Thunder and the bikes.
2. Budget is a balancing act; nobody wants to see Police or Fire to be

reduced; we have to watch our pennies and staff is doing a good job; nobody wants to see layoffs.

3. Chief Ahmad is busy, hears sirens all the time.

4. Fire Station No. 99 and was originally supposed to be Cottonwood Park; mentioned the Library and the fact that a lot of books are going electronic.

5. Work together and make the best out of the situation.

Mayor Tom Owings

1. Nearly 80% of the 80 million dollars the City spends is Public Safety.

2. There is no way the City can balance this budget without cutting Public Safety.

3. Fire Station No. 99 only in existance for one year; we're not tearing it down and will be temporary; two County Fire Chiefs stated they were not consulted with the building of this fire station and where it should be located; we're going to make decisions; the sheriff is raising our contract costs by a average 5.5% per year and our revenue is increasing to 2.5% per year and then people say you cannot have a revenue increase by increasing taxes.

There being no further business to conduct, the meeting was adjourned at 8:02 p.m. to Closed Session by unanimous informal consent.

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority was held in Conference Room C, First Floor, City Hall. The City Council met in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

The Closed Session was held pursuant to Government Code:

Acting City Attorney announced that in Closed Session they will be discussing under Section 54956.9(d)(1) e) and f). No anticipation to have anything to report out after Closed Session.

1 SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

a) City of Moreno Valley V. Chen

b) City of Moreno Valley V. Chado & Chado

c) City of Moreno Valley V. Equitable Properties

d) City of Moreno Valley V. McGinness

e) City of Moreno Valley v. Matosantos, Chiang, Angulo, March Joint Powers Authority, Successor Agency to the March Joint Powers Redevelopment Agency

f) Leslie Compton V. City of Moreno Valley, et al.

2 SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF SECTION 54956.9

Number of Cases: 5

3 SECTION 54956.9(d)(4) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

None

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:20 p.m. by unanimous informal consent.

Submitted by:

_____

City Clerk Jane Halstead, CMC
Secretary, Moreno Valley Community Services District
Secretary, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Secretary, Moreno Valley Housing Authority
Secretary, Board of Library Trustees

Approved by:

_____

Mayor Tom Owings
President, Moreno Valley Community Services District
Chairperson, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Moreno Valley Housing Authority
Chairperson, Board of Library Trustees

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: June 11, 2013

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Reports on Reimbursable Activities for the period of May 22 - June 4, 2013.

Reports on Reimbursable Activities May 22 - June 4, 2013			
Council Member	Date	Meeting	Cost
Victoria Baca		None	
Marcelo Co	6/4/13	Moreno Valley Hispanic Chamber of Commerce Adelante	$10.00
Jesse L. Molina		None	
Tom Owings		None	
Richard A. Stewart	5/22/13	Moreno Valley Chamber of Commerce Wake-up Moreno Valley	$15.00

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00205075

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: June 11, 2013

TITLE: APPROVE RESOLUTION NO. 2013-36 ADOPTING A 10-YEAR RESOURCE PLAN FOR MORENO VALLEY UTILITY

RECOMMENDED ACTION

Recommendations:

1. Approve Resolution No. 2013-36 adopting a 10-Year Resource Plan for Moreno Valley Utility.

2. Authorize the Electric Utility Division Manager to execute power purchase agreements with terms of 12 months or less with concurrence from the Public Works Director/City Engineer.

3. Authorize the City Manager to execute power purchase agreements with terms greater than 12 months and less than or equal to 5 years.

4. Power purchase agreements greater than 5 years shall require City Council approval.

5. Contracts associated with City ownership of generation assets or assumption of debt in support of generation projects or power purchase agreements shall require City Council approval.

6. Any procurement of energy products that is inconsistent with or not addressed in the adopted Resource Plan shall require City Council approval.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

An electric utility Resource Plan considers future demand for electricity and provides guidance on the optimal mix of energy resources to purchase to meet that demand. The recommended mix of resources is a combination of energy efficiency efforts, demand response programs, renewables, and conventional energy sources. Prudent utility planning calls for the development of Resource Plans that will ensure that the energy needs of a community will be met reliably and affordably.

DISCUSSION

Moreno Valley Utility's 10-Year Resource Plan was introduced at the June 4, 2013 Study Session. Highlights from the Resource Plan were discussed, and are reiterated below.

The Resource Plan for Moreno Valley Utility covers a 10-year period, from 2013 – 2022. There are three main goals for the Resource Plan:

- Quantify the electric needs over the planning period
- Prioritize resource preferences and establish other relevant energy procurement policies
- Provide guidance on the power procurement process

Development of the Resource Plan starts with a forecast of electric demand (load) over the planning period. Minimum resource planning criteria is identified, such as compliance with mandates for planning reserve margin (firm peak resource capacity in excess of projected demand), and targets for renewable energy procurement and energy efficiency savings. Any existing resources are considered in the determination of additional purchases of energy required to meet the forecasted electric needs. The design of the recommended resource portfolio must take into account the financial requirements of the utility, minimize risk, and honor existing policies to maintain rate competitiveness with Southern California Edison and promote economic development in the City.

MVU's resource portfolio will consist of a combination of power purchase agreements with varying terms and varying start dates. This portfolio risk management approach means that MVU will be seeking low cost power supply and also seeking a diversified portfolio of resources in terms of technologies, production profiles, generation project sizes, project locations, and counterparties in an effort to minimize costs to both the utility and the ratepayers. The renewable portion of the resource portfolio will consist of longer term contracts from a variety of renewable energy technologies, with the goal of providing cost stability and consistency with MVU's load shape.

ALTERNATIVES

1. Approve the proposed Resolution adopting a 10-Year Resource Plan for Moreno Valley Utility. Staff recommends this alternative.

2. Do not approve proposed resolution adopting a 10-Year Resource Plan for Moreno Valley Utility. Staff does not recommend this alternative. *MVU will not have any procurement policies in place for the purchases of energy as it takes steps to comply with state mandates for renewable energy and to secure an adequate supply of energy to meet customers' electricity needs.*

FISCAL IMPACT

At this time, there is no cost associated with the adoption of the 10-Year Resource Plan. The fiscal impact related to the Resource Plan will be identified as purchases of energy are brought to Council for review and approval.

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:

The portfolio risk management approach to the purchase of energy will ensure that the energy needs of MVU customers will be met reliably and affordably and foster a positive environment in the community.

NOTIFICATION

Posting of agenda

ATTACHMENTS

Attachment 1: Proposed Resolution

Prepared By:
Jeannette Olko
Electric Utility Division Manager

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00205079

RESOLUTION NO. 2013-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING A 10-YEAR RESOURCE PLAN FOR MORENO VALLEY UTILITY

WHEREAS, the City of Moreno Valley (the "City") is authorized under various provisions of the California Constitution and the general laws of California (including, specifically, Article XI, Section 9(a) of the California Constitution, Public Utilities Code Section 10004, and Government Code section 39732(a)) to establish, purchase, and operate a public utility to furnish its inhabitants with, among other things, electricity; and

WHEREAS, on June 26, 2001, the City Council of the City of Moreno Valley approved Resolution No. 2001-33 and, as amended by Resolution 2002-46, authorized the formation of a municipally owned utility for the purpose of providing electrical power, storm water, telephone telecommunications, cable TV, water, natural gas, and sanitary sewer; and

WHEREAS, as a municipal electric utility, the City is generally subject to the legislative and regulatory requirements applicable to local publicly owned electric utilities ("POUs"); and

WHEREAS, the State of California passed Senate Bill 2 (1st Extraordinary Session) ("SB2-1X"), effective as of December 10, 2011, requires the Moreno Valley City Council, as the governing board of the City, to ensure that the amount of eligible renewable energy resources to be procured by the City for the period from January 1, 2011 to December 31, 2013 is equal to an average of 20 percent of retail sales; and that the City makes reasonable progress to ensure that the procurement of eligible renewable energy resources achieves 25 percent of retail sales by December 31, 2016, and 33% of retail sales by December 31, 2020 and in all subsequent years; and

WHEREAS, the California Independent System Operator (CAISO) Reliability Requirements Tariff requires that Load Serving Entities maintain a reserve margin that is the amount of capacity over and above the predicted Demand that is necessary to provide adequate Operating Reserve and is consistent with general Good Utility Practice and ensures that resources are available when and where they are needed; and

WHEREAS, it is prudent electric utility planning to develop and implement a Resource Plan that promotes compliance with applicable regulatory requirements and 1) quantifies resource needs over the 10-year planning period; 2) sets forth relevant energy procurement policies and programs as well as prioritize resource preferences; and 3) provides guidance to the electricity procurement process undertaken by Utility management; and

WHEREAS, the City desires to develop and implement a Resource Plan for Moreno Valley Utility that covers the planning period of 2013 to 2022, to be reviewed

and updated as necessary, and approved by the City Council on an annual basis.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

That the City of Moreno Valley 10-Year Resource Plan as set forth in Exhibit A is hereby approved and shall become effective pursuant to the terms contained therein.

APPROVED AND ADOPTED this 11th day of June, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-36 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00205083

Moreno Valley Electric Utility

10-Year Resource Plan – 2013 Update

May 2013

Moreno Valley Electric Utility 10-Year Resource Plan: 2013 Update

5-20-2013

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EXECUTIVE SUMMARY

The Moreno Valley Electric Utility ("MVU" or "Utility") is a California municipal utility that provides retail electric services to more than 5,600 customers within its service area. Over the 10-year planning horizon addressed by this document, the Utility anticipates significant customer and electric load growth resulting from planned development activities within the City, particularly the addition of energy-intensive commercial accounts focused in the logistics and data storage/warehouse industries. This 10-Year Resource Plan (the "Plan" or "Resource Plan") describes MVU's procurement policies related to electric supply, which will promote the delivery of reliable, cost-competitive electric service to Utility customers, as well as key ancillary benefits, during the planning period, which includes calendar years 2013 through 2022.

As discussed in this Plan, there are several noteworthy considerations that will need to be addressed during the 10-year planning period:

- Administration of the Utility's Renewable Energy Resources Procurement Plan ("RE Procurement Plan") will require the evaluation and possible procurement, subject to applicable cost containment provisions, of renewable energy volumes and products specified therein. Effective administration of the RE Procurement Plan will promote MVU's compliance with California's Renewables Portfolio Standard legislation. A copy of the RE Procurement Pan is attached hereto as Appendix B.
- Administration of the Utility's Resource Adequacy ("RA") Program, which specifies the Utility's RA procurement targets for the 2013 calendar year and beyond, will require the evaluation and procurement of necessary capacity reserves. Successful administration of this Program will likely require the completion of a related solicitation by MVU staff to secure specified reserve capacity from qualified suppliers. A copy of documentation describing the RA Procurement Program is attached hereto as Appendix C.
- Expiring supply agreement: MVU's primary supply agreement with Shell Energy North America ("SENA") will expire on June 30, 2014 – the upcoming expiration of this agreement will require the Utility to begin addressing anticipated shortfalls in supply that will occur on July 1, 2014 (and beyond). Due to timelines typically required to identify qualified suppliers and negotiate/approve related supply agreements, MVU should allow up to 12 months for this process. Looking ahead throughout the 10-year planning period, MVU will endeavor to assemble and manage a supply portfolio of various contracts and/or resources (with non-coincidental term expirations/lengths) that will be structured in a manner to avoid the planning and market risks associated with resource "cliffs".
- Development and administration of complimentary energy programs, including energy efficiency, demand response, energy storage and distributed generation. While many details related to these programs have yet to be developed, it is MVU's intent to advance these programs as key components of the Utility's overall resource planning responsibility.

Based on existing supply agreements, MVU projects to serve the following accounts and customer energy requirements during the planning period.

FIGURE ES 1: MORENO VALLEY ELECTRIC UTILITY CUSTOMER ACCOUNTS AND RETAIL ELECTRICITY SALES, 2013-2022

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Total Projected MVU Customer Accounts	5,800	6,000	6,600	7,500	8,300	9,000	9,500	9,800	10,100	10,400
Total Projected MVU Retail Electricity Sales	123,101	138,858	168,574	194,366	227,408	250,149	270,161	283,669	297,852	309,766
Percentage of Accounts w/in Residential Class	88%	88%	88%	87%	87%	87%	87%	87%	87%	87%
Percentage of Retail Sales w/in Residential Class	28%	26%	24%	23%	22%	21%	21%	21%	20%	20%

It is noteworthy that the significant growth reflected in these projections is substantially dependent upon local development activities within the City. Over the 10-year planning horizon, anticipated development is expected to promote a doubling of accounts served by MVU and approximately 250% growth in local electricity sales. These expectations are based on aggressive occupancy projections, which assume that tenant interest will keep pace with local commercial build-out, leaving minimal vacancy rates within new developments. To the extent that planned build-outs and/or commercial occupancy rates differ substantially from expectations, the Utility will need to revise its sales projections to avoid over-procurement.

This Resource Plan also identifies differences between MVU's existing electric supply agreements and anticipated customer energy use. To the extent that such differences represent supply shortfalls, this Plan describes the Utility's procurement policies for addressing these circumstances over the near-, medium- and long-term planning horizons. The following table identifies MVU's projected energy requirements, which have yet to be addressed through purchase agreements – this energy requirement is also referred to as MVU's "open position".

FIGURE ES 2: MORENO VALLEY ELECTRIC UTILITY OPEN POSITIONS BY RESOURCE TYPE, 2013-2022

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Open Position, Conventional Energy (GWh)	12,382	75,097	149,761	164,428	185,458	199,509	210,616	216,050	226,852	235,926
Open Position, Renewable Energy (GWh, Physical Energy Requiremer	18,465	23,563	28,606	41,228	55,161	65,171	75,239	84,098	88,303	91,835
Subtotal: Open Position, Physical Energy (GWh)	30,847	98,661	178,367	205,657	240,618	264,680	285,855	300,147	315,155	327,761
Open Position, Renewable Energy Certificates	0	4,158	5,048	7,276	6,129	7,241	8,360	9,344	9,811	10,204
Total: Open Position, All Energy Requirements	**30,847**	**102,819**	**183,415**	**212,932**	**246,747**	**271,922**	**294,215**	**309,492**	**324,966**	**337,965**
Percentage Open, Conventional Energy	11%	61%	100%	100%	100%	100%	100%	100%	100%	100%
Percentage Open, All Energy (includes renewable energy and certifica	24%	67%	100%	100%	100%	100%	100%	100%	100%	100%

Through the practices and policies discussed in this Plan, MVU will be well positioned to address the ongoing energy requirements of its customers in a deliberate and responsible manner, avoiding the need to engage in disproportionately large procurement arrangements at any single point in time. This Plan will also promote MVU's compliance with internal procurement policies, such as those specifically focused on resource adequacy and renewable energy, as well as legislative mandates and regulatory requirements imposed on the Utility. Going forward, MVU will perform annual reviews of the customer and electric load projections included in this Plan to ensure that such projections accurately build upon observed historical trends and incorporate any changes to planned development activities that may impact future projections.

INTRODUCTION

MVU is a California municipal utility that provides retail electric services to customers within its service area, which generally includes the southern and eastern portions of the City of Moreno Valley located in northwestern Riverside County. MVU began serving its first customers in February 2004. At present, MVU serves more than 5,600 customers in both the residential and commercial/industrial sectors. MVU is focused on delivering several key benefits to its customers, including rate competitiveness, economic development incentives to attract and retain local businesses, direct control over utility decision making, delivery of special services to customers (such as low income rate assistance and energy efficiency programs) and service reliability. With these benefits in mind, MVU plans for its electric distribution system and secures electric supply commitments from qualified electric service providers to reliably meet its customers' current and anticipated electric energy needs. This 10-Year Resource Plan describes MVU's electric supply procurement policies, resource requirements and preferences, customer programs and other considerations that will apply during the 10-year planning period, which includes calendar years 2013 through 2022. Any future updates to the Plan will be discussed and adopted by the City Council at duly noticed public meetings. Planning for MVU's distribution system is addressed in a separate report prepared by MVU's distribution system operations and maintenance contractor.

PURPOSE OF RESOURCE PLAN

The Resource Plan has three primary purposes. These are to: 1) quantify resource needs over the 10-year planning period; 2) set forth relevant energy procurement policies and programs as well as prioritize resource preferences; and 3) provide guidance to the electricity procurement process undertaken by Utility management. In practical terms, the plan documents the energy procurement policy guidelines established by the City of Moreno Valley's governing Council to which MVU management adheres in its day-to-day execution of activities involving electric supply. Going forward, MVU's resource plan will be reviewed, updated, as necessary, and approved on an annual basis by the City Council.

Highlights of the resource plan include the following:

- MVU's energy requirements are substantially addressed through June 2014:
  - MVU entered into a five-year, fixed-price, block supply agreement with Shell Energy North America ("SENA") that will remain in effect through June 2014 (the "SENA Agreement").
  - Any residual energy requirements of the Utility that are not served through the SENA Agreement (the "net short") will be provided under an agreement with Noble Americas Energy Solutions ("Noble"), which also serves as MVU's scheduling coordinator.
- MVU's resource adequacy ("RA"), or reserve capacity, requirements will be planned for and procured consistent with the Utility's adopted RA Program (December 2012), which specifies the Utility's RA procurement targets for the 2013 calendar year and beyond.
- MVU's renewable energy requirements will be planned for and procured consistent with the Utility's RPS Procurement Plan, which is currently under development and discussed in further detail within this Plan. As drafted, the RPS Procurement Plan reflects pertinent requirements imposed by Senate Bill 2 in the 2011-2012 First Extraordinary Session ("SB 2-1X") and incorporates applicable Renewables Portfolio Standard ("RPS") procurement percentages for the Utility, subject to a cost containment provision (which limits customer rate impacts and may limit renewable energy volumes and products procured by the Utility).
- The City Council recently discussed and approved updated energy efficiency and demand response targets for MVU (February 2013). According to this policy, annual energy efficiency and demand reduction savings will be targeted at 0.18% of retail electric sales through 2023.

- MVU will procure its energy needs through various appropriate methods, including bilaterally negotiated agreements and formal solicitation processes, such as requests for proposals and/or requests for offers.
- Specific authorities for entering into energy procurement contracts are allocated to the Electric Utility Manager, consistent with Resolution No. 2008-105 (adopted on September 9, 2008), subject to power purchase expenditure limits for six discrete fiscal years ending with 2013/14. Going forward, the City Council will need to consider establishing future expenditure limits (in consideration of projected energy requirements) and extending related procurement authorities for upcoming fiscal years.

Figure 1 illustrates the projected resource mix during the 10-year period covered by this Resource Plan. The projected mix is illustrative; actual resource utilization will depend upon market conditions and resource availability, as well as the application of MVU's cost containment policy related to renewable energy, at the time MVU engages in additional energy procurement. For purposes of this figure, specific resources that may be used to satisfy the Utility's RPS (renewable energy) procurement obligation have not been identified; instead, the figure identifies targeted volumes within each Portfolio Content Category ("PCC"; there are three PCCs defined in the RPS), a term defined in California's RPS that requires/restricts the use of certain renewable energy products for use in demonstrating regulatory compliance, that have been identified for purchase within MVU's RPS Procurement Plan. When procuring renewable energy products within each PCC, the Utility will have considerable flexibility when selecting eligible fuel sources (e.g., solar, wind, biomass and geothermal), delivery profiles (e.g., on-peak, baseload and off-peak) and project locations among other project/product attributes. Following the completion of procurement activities, the Utility may choose to update its resource mix in consideration of the specific resources placed under contract.

FIGURE 1: MORENO VALLEY ELECTRIC UTILITY RESOURCE MIX, 2013-2022

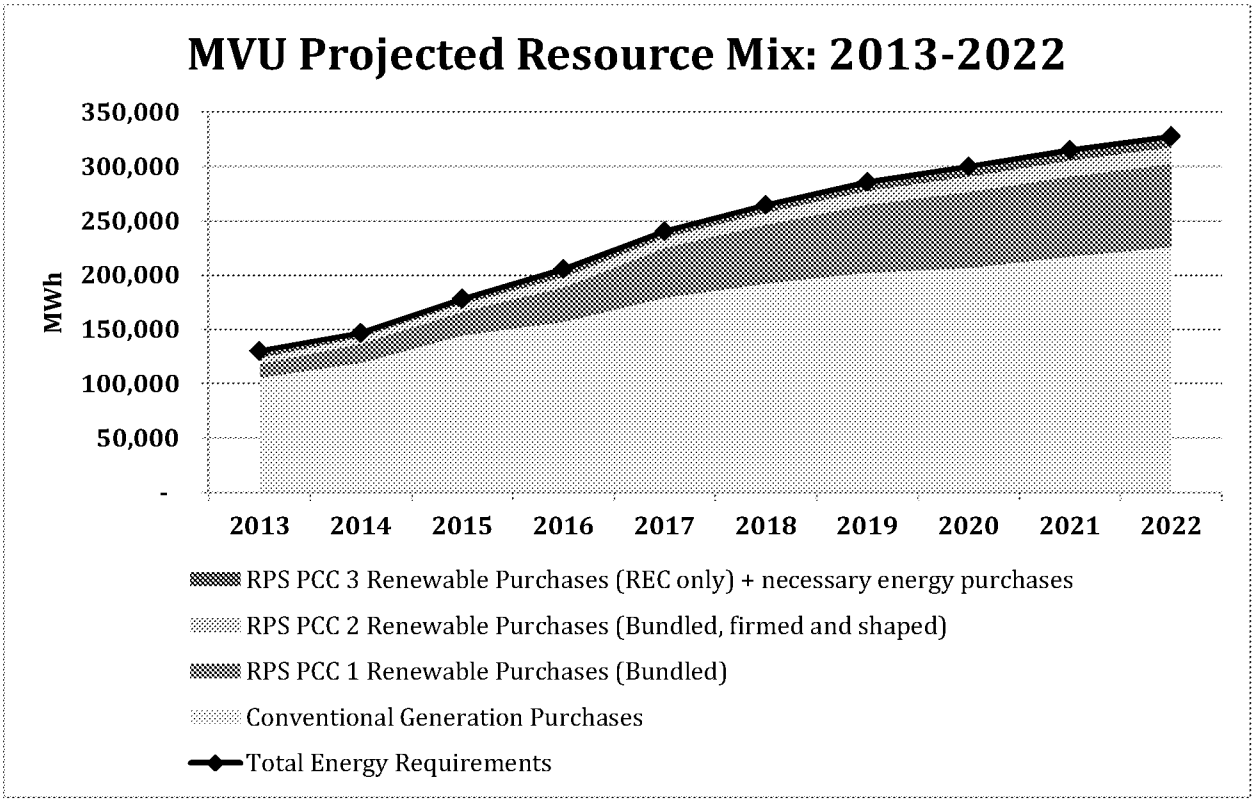

General Resource Planning Principles

MVU's resource planning efforts take into consideration three distinct planning horizons: 1) the long-term planning horizon represents plans to serve load – i.e., the electric energy requirements of MVU customers – during the next ten years or longer; 2) the medium term planning horizon represents planning during the next five years; and 3) the short term planning horizon represents the plan for meeting load during the next twelve months. In contrast, the operating horizon represents the period of time extending from the next hour to approximately 90 days into the future – during this period all or virtually all resource commitments have been made and only adjustments are necessary to address short term operating variability related to weather and other uncertainties. Under MVU's agreement with Noble, necessary adjustments will be made without the need for action by MVU's management or staff. While long term plans will have a combination of firm resource commitments and unfilled or "open" resource needs that have been identified, resource commitments should increasingly become firm as the operating horizon approaches – during this time contracted energy commitments should align with planned resource needs.

City/MVU policy, established by the City of Moreno Valley's Council, guides the resource plan and the ensuing resource procurement activities that are conducted in accordance with the plan. The key policies are as follows.

MVU will:

- Maintain competitive electric rates and increase control over energy costs through management of a diversified resource mix.
- Promote local economic development through the availability of special incentives within MVU's service territory, investment in local energy infrastructure and related programs.
- Help customers reduce energy consumption and electric bills through investment in and administration of locally-focused conservation and energy efficiency programs, cost effective distributed generation and other demand-side programs.
- Enhance system reliability through investment in local distribution infrastructure, use of qualified energy suppliers/contractors, implementation of demand-side resources and focused investment in locally situated generation resources.

This plan translates these broad policy objectives into more specific plans for the use of various types of electric resources, taking into consideration MVU's projected customer needs and MVU's existing resource commitments.

Electric Sales Forecast

MVU's long term sales forecast is primarily influenced by the number of customers receiving service from the Utility. The primary drivers of customer growth and energy sales include the potential for local development efforts/projects that would directly increase electricity requirements and peak demand as well as indirect increases in electricity requirements that may result from new employment opportunities within the City (which could translate into increased energy requirements within Moreno Valley's residential sector). The long term load forecast incorporates customer growth projections as well as seasonal electricity consumption patterns of MVU's customer base. Short term load impacts relating to weather and other changes in consumption patterns are considered in MVU's short term operational load forecasts used for monthly scheduling of load and resources (which are completed, per contract, by Noble). MVU and Noble are in the process of transitioning to a daily scheduling protocol, which will minimize scheduling deviations and related imbalance costs – in prior years, the use of a template monthly schedule was effective, but recent customer

and sales growth has necessitated the consideration of a more frequently administered scheduling process to address increased load volatility (and related costs imposed by the California Independent System Operator).

CUSTOMER COMPOSITION

MVU currently serves approximately 5,600 customer accounts. Of these accounts, approximately 5,000 are served under residential rate schedules while the remaining 600 accounts are served under commercial or industrial schedules. Despite the disproportionate share of residential accounts (over 89%), approximately two thirds of all electric use is associated with the commercial and industrial account designations. The effects of any additional development projects on resource procurement activities would be addressed during the time that such projects are being considered; any projected impacts to customer energy use, peak demand and/or renewable energy requirements would be reflected in a future update to this Resource Plan.

Figure 2 shows the number of active customers within MVU's service area for calendar years 2011 through 2022. The account totals for calendar years 2011 and 2012 reflect actual customer counts while calendar years 2013 through 2022 reflect projections that are substantially influenced by the planned occupancy of new commercial development projects and related increases in residential account growth. MVU will monitor projected and actual account totals to determine if certain adjustments may be necessary in future updates to this Plan.

FIGURE 2: MORENO VALLEY ELECTRIC UTILITY CUSTOMERS

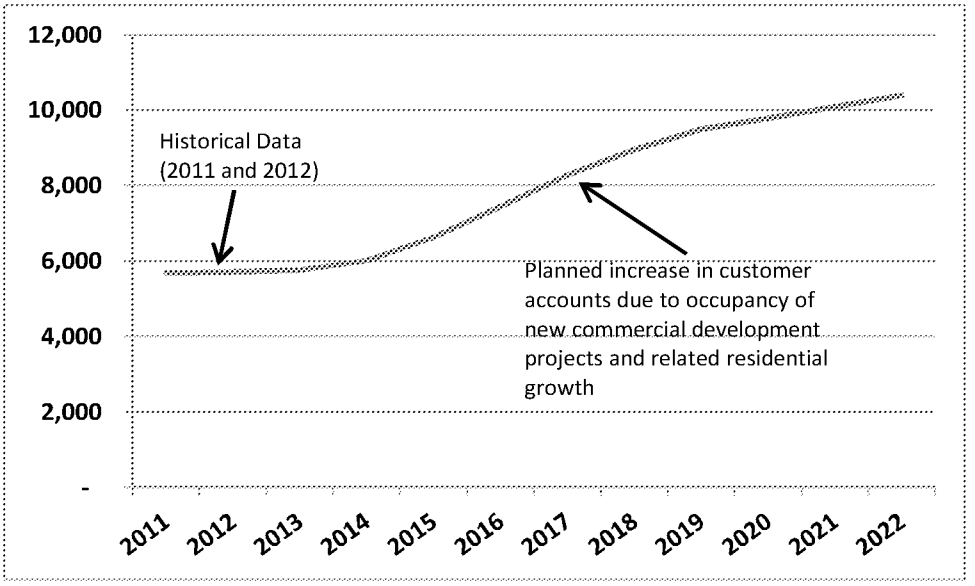

PLANNED GROWTH AND DEVELOPMENT

The City is anticipating significant future growth due to planned commercial and industrial development activities and related job creation. In particular, the City expects to complete development of the World Logistics Center, a complex consisting of 41.6 million square feet of logistics warehouse facilities and associated infrastructure located in the eastern portion of the City, during a phased development/construction schedule that is expected to occur over a ten-year period coinciding with the planning horizon addressed in this Resource Plan. According to the project's Environmental Impact Report,

the World Logistics Center is expected to have a peak demand (following full build-out) of 70 MW[1] with annual energy use approximating 380,000 MWhs/year. At full occupancy, the projected level of energy consumption at the World Logistics Center could nearly triple MVU's current electric load (based on 2013 projections of approximately 130,000 MWhs/year). A significant portion of this anticipated increase is incorporated in MVU's load forecast. However, to the extent that actual build-out and/or occupancy rates differ from expectations, the Utility's load forecast will need to be updated – MVU will monitor development progress at the World Logistics Center and other local projects to determine potential impacts to customer energy requirements.

As a result of this (and other) development activities within the City, average annual electric load growth is expected to exceed 11% during this ten-year period. As previously noted, any deviations from the expected development schedule and/or occupancy rates will directly impact MVU's load projections. In the event that such changes are observed, MVU will incorporate necessary forecast adjustments in subsequent updates to this Resource Plan.

Baseline Customer and Consumption Forecast

MVU's electricity forecast starts with a projection of customers by end-use classification (residential, commercial, etc.). Class-typical monthly energy consumption, derived based on historical data, is applied to yield a monthly energy forecast by customer class. Certain adjustments are then made to this base forecast to account for factors not reflected in the historical data. MVU makes explicit adjustments to this forecast to account for the load impacts of its energy efficiency, net energy metering and demand response programs. The following table identifies the Utility's projected retail energy requirements during the 10-year planning period.

TABLE 1: MORENO VALLEY ELECTRIC UTILITY RETAIL ENERGY REQUIREMENTS, 2013-2022

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Energy Requirements (MWh)										
Retail Load	123,101	138,858	168,574	194,366	227,408	250,149	270,161	283,669	297,852	309,766
Energy Efficiency and Distributed Generation	-	(250)	(303)	(350)	(409)	(450)	(486)	(511)	(536)	(558)
Retail Load (Net of EE/DG)	123,101	138,608	168,270	194,016	226,999	249,698	269,674	283,158	297,316	309,208
Distribution Line Losses and Unaccounted For Energy	7,386	8,316	10,096	11,641	13,620	14,982	16,180	16,989	17,839	18,553
Total Energy Requirements	130,487	146,925	178,367	205,657	240,618	264,680	285,855	300,147	315,155	327,761

[1] World Logistics Center Environmental Impact Report – Assumes a "worst case" electrical demand of 147 Megawatts which reflects a maximum of 10 percent cold storage within the logistics warehousing space. This peak demand estimate was revised (reduced to 70 MW) in a technical memorandum, prepared by Utility Specialists on December 19, 2012.

PEAK DEMAND

The monthly peak demands of the MVU system determine the need for resource adequacy capacity that must be procured to meet the Utility's resource adequacy procurement policy and applicable standards established by the California Independent System Operator's ("CAISO"). Projected monthly (coincident) peak demands establish the basis for the overall resource adequacy requirements (system capacity plus local capacity), and peak demand during the month of August is used to derive the Local Resource Adequacy capacity requirements, which apply for all months during the year.

Monthly peak demand projections are based on the energy sales forecast and an analysis of hourly load profiles for the major customer classifications served by the Utility. Projected monthly peak demands are shown in Table 2.

TABLE 2: MVU MONTHLY PEAK DEMAND FORECAST

MVU Peak Demand, Loss Adjusted (MW)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2013	14	16	16	21	19	21	29	32	34	27	20	22
2014	16	18	18	24	22	24	32	36	38	30	23	25
2015	20	22	22	29	27	29	39	43	45	37	29	30
2016	23	26	26	33	31	33	45	50	52	43	33	35
2017	27	30	30	39	37	39	52	58	60	50	39	41
2018	30	33	33	43	40	43	57	63	66	55	43	45
2019	33	36	36	47	44	46	61	68	72	59	47	49
2020	34	38	38	49	46	49	64	71	75	62	49	51
2021	36	40	40	52	48	51	67	75	79	66	52	54
2022	38	41	41	54	50	53	70	78	82	68	54	56

LOAD REDUCTION PROGRAMS

The baseline energy and peak demand forecasts are adjusted for the effects of certain load reduction programs operated by the Utility. Currently planned programs include MVU's Energy Efficiency, Demand Response & Storage program and its Net Energy Metering program.

ENERGY EFFICIENCY, DEMAND RESPONSE & STORAGE

California Assembly Bill 2021 ("AB 2021") was signed into law in September 2006. AB 2021 requires that the California Energy Commission ("CEC"), in conjunction with the California Public Utility Commission ("CPUC"), and local Publicly-Owned Utilities ("POUs"), develop statewide estimates for energy efficiency targets in a public process. AB 2021 applies to all POUs in California, including MVU. Pursuant to the statute, POUs must: 1) Identify all potentially achievable, cost-effective energy efficiency savings; 2) Establish annual targets for energy efficiency savings and demand reduction over 10 years; and 3) Report targets, programs, expenditures, results and cost-effectiveness (including methodologies and independent evaluation) to governing members and to the CEC every three (3) years. POUs are mandated to consider energy efficiency as a preferred resource, estimate energy efficiency potential, and establish targets for achieving that potential.

In response to AB 2021, a total of 35 POUs, including MVU, collaborated to develop/update individual energy efficiency and demand response targets. As part of this effort, an independent consultancy was selected to develop the 2013 updates. Based on these updates, the City Council adopted energy efficiency and demand response targets in February 2013 which indicated that a reasonable long-term (through 2023) goal for such programs is to reduce overall annual energy consumption by approximately 0.18%. One key element of MVU's demand reduction program is the implementation of targeted thermal storage opportunities, which can be implemented to shift demand away from peak periods thereby reducing total service costs (by reducing peak energy purchases and total peak demand). Between the 2012/2013 and 2015/2016 fiscal years, the Utility expects to install approximately one megawatt of energy storage and demand response infrastructure, which will promote peak energy reductions and reduced reserve capacity requirements. As previously noted, the MVU electricity forecast has been adjusted in consideration of this savings target.

Net Energy Metering Program

Senate Bill 1 ("SB 1"; 2006, Murray) built upon the California Solar Initiative ("CSI") by targeting the installation of 3,000 megawatts of solar energy systems on new and existing residential and commercial sites. To achieve this target, SB 1 directed the expenditure of more than $3.3 billion in solar incentives by 2017. The programs required to administer the distribution of these incentives are overseen by the CEC, CPUC and POUs, including MVU, which are required to establish eligibility criteria for incentive qualification consistent with the CEC's published Guidelines for California's Solar Electric Incentive Programs. The MVU Solar Program, which describes the eligibility criteria for solar incentives within the MVU service territory, has been developed in consideration of SB 1 and the CEC's Guidelines. Through the Solar Program, MVU's customers are eligible for certain rebates related to solar system performance or installed capacity and, following system installation, will participate in MVU's net energy metering ("NEM") program, which is referenced in MVU's Net Energy Metering Interconnection Agreement. Through MVU's NEM program, participating customers are billed for electricity in consideration of the metered difference between the amount of energy supplied to the customer and the amount of energy generated by the customer's solar system during discrete 12-month periods.

At present, MVU has approximately 31 NEM customers (both residential and commercial), which have installed local solar generating capacity totaling approximately 1,300 kilowatts (AC, alternating current). Over the 10-year planning horizon, MVU anticipates that NEM participation will increase to approximately 3,000 kilowatts.[2]

Resources

This section discusses MVU's resource needs during the planning period taking account of the projected energy requirements of MVU's customers and the existing contractual resource commitments that MVU has secured to date. The MVU supply portfolio consists of two key agreements, which provide: 1) on-peak and off-peak block energy supply over a five-year term (ending in June 2014); and 2) any remaining energy needs (the net short) that are not fulfilled through the block purchase agreements. During the 10-year planning horizon, MVU will be required to seek new resource commitments in consideration of the expiring block purchase arrangements. Such resource commitments may be addressed through one or more agreements of various term lengths with one or more qualified suppliers. As discussed below, any procurement decisions will need to meet projected customer energy requirements while remaining responsive to MVU's expressed planning policies and relevant regulatory requirements governing MVU's operations.

[2] Based on assumed installation of one 5 kilowatt solar project per month throughout the 10-year planning period as well as one total megawatt of commercial solar capacity (from various project installations).

Existing Resource Commitments

MVU has entered into three separate purchase agreements for conventional energy and unbundled renewable energy certificates ("RECs"). The existing resource commitments are described below.

Shell Energy North America (SENA), block energy – on-peak/off-peak

The SENA agreement and associated confirmations (2 confirmations) provides for SENA to supply fixed price, block energy deliveries to MVU during the five-year period beginning July 2010 and continuing through June 2014. The referenced confirmation agreements provide for fixed-quantity monthly volumes during on- and off-peak periods, respectively. In total, the SENA agreement provides for 64,288 MWhs of on-peak energy and 34,920 MWhs of off-peak energy per year during the five-year delivery period. Based on specified contractual volumes and projected customer energy use, MVU has secured approximately 76% of its expected energy requirements during the 2013 calendar year. However, with the confirmation term expiring on June 30, 2014, MVU's coverage ratio (i.e., the percentage of projected customer energy use that is addressed through forward contracts) drops to 33% in 2014. To address this future need, MVU will need to engage qualified service providers based on planning principles discussed in this Plan.

Noble Americas Energy Solutions (Noble), scheduling coordinator services and net short energy

The Noble agreement provides for Noble to supply scheduling coordinator services and net short (day ahead, priced at index) energy requirements for MVU over a four and one-half year term (including all automatic renewal periods), commencing on January 1, 2010. Consistent with the Noble agreement, MVU receives services, which include but are not limited to: 1) physical bidding and scheduling of interval usage with the CAISO; 2) physical scheduling of term and spot supply contracts with the CAISO; 3) settlement reconciliation with suppliers; and 4) reconciliation with the transmission provider. As reflected in this agreement, the applicable energy schedules do not reflect the recent customer load growth that has occurred within MVU's service territory. As such, Utility management is in discussion with Noble to refine/revise applicable energy schedules to more closely align with current customer energy use.

Enco, distribution system maintenance, billing and customer service

While not an agreement that addresses energy supply, MVU has entered into a long-term (15-year) contract with Enco to provide for necessary distribution system maintenance, billing and customer service. These services are critically important to the successful operation of any distribution utility, including MVU, and will be provided under this contract through December 31, 2020. Prior to the expiration of this agreement, the City may choose to evaluate the feasibility of transitioning certain responsibilities to staff or may continue to engage qualified contractors for such services.

Iberdrola Renewables, Inc. (Iberdrola), unbundled renewable energy certificates

The City entered into a Renewable Energy Credits Agreement with Iberdrola Renewables, Inc. on February 22, 2012 for the purpose of purchasing RECs that would facilitate the City's compliance with applicable provisions of SB X1-2. The Agreement specified delivery of 16,687 unbundled RECs (eligible for RPS Portfolio Content Category 3) produced by RPS-eligible wind generating facilities during the 2011 calendar year – consistent with applicable contract terms, the noted certificate volume was transferred to MVU's Western Renewable Energy Generation Information System account. As noted, the City entered into this Agreement in an effort to demonstrate measurable progress towards meeting California's RPS procurement target for Compliance Period 1. This certificate volume represents approximately 25% of the City's renewable energy procurement obligation for Compliance Period 1, which totals approximately 68,000 MWhs. As MVU continues to develop its RPS Procurement Plan in consideration of applicable legislation and regulations, such purchases will be applied to meeting MVU's stated procurement obligations.

Resource Needs

MVU will procure additional resources to meet its anticipated resource targets. This section sets forth MVU's planned resource volumes and quantifies the net resource need, the "open position" or "net short", that remains after accounting for production from MVU's existing resource/contract portfolio. MVU has established procurement targets for conventional energy, capacity resources and renewable energy.

Conventional Resources & System Purchases

MVU anticipates that the majority of its projected resource need will be met with energy produced by conventional generating resources, which primarily include those generators fueled by natural gas and hydroelectric power. These resource types, particularly natural gas, tend to be readily available and ensure a reliable energy supply for customers; inclusion of these resources also tends to support a least-cost approach to service delivery, as energy pricing for alternative generating technologies, such as those using qualifying renewable fuel sources, continues to be substantially higher in the current market. In consideration of MVU's expiring agreement with SENA, which addresses the majority of MVU's conventional resource need through June 2014, the Utility will need to address a meaningful open position for this resource type in the near future. The following table identifies the Utility's anticipated open position for conventional resources, net of anticipated renewable energy purchases.

TABLE 3: MORENO VALLEY ELECTRIC UTILITY OPEN POSITION FOR CONVENTIONAL RESOURCES, 2013-2022

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Net Open Position, Conventional Energy (GWh	12,382	75,097	149,761	164,428	185,458	199,509	210,616	216,050	226,852	235,926
Conventional Requirements Coverage (%)	89%	39%	0%	0%	0%	0%	0%	0%	0%	0%

As indicated in the previous table, approximately 89% of the Utility's conventional energy requirements for the 2013 calendar year, or 76% of the Utility's total energy requirements (which includes planned renewable energy purchases that are not yet under contract), have been addressed through an existing power purchase agreement with SENA. This fixed-price, block energy purchase agreement limits the Utility's exposure to market price volatility without promoting conditions of over-supply (which can impose transaction costs when remarketing excess energy volumes). The balance of necessary electric energy not addressed by the SENA agreement will be provided by Noble through its scheduling coordination agreement with MVU. Looking ahead to the 2014 calendar year, the Utility's conventional energy coverage ratio decreases significantly (to approximately 39%, or 33%, including planned renewable energy purchases that are not yet under contract) due to the expiration of its energy supply agreement with SENA (which occurs on June 30, 2014). With this contract expiration in mind, MVU will need to begin planning for its post-June 2014 energy requirements in mid-2013.

With regard to conventional generating resources, there are two primary forward contracting conventions that can be used to secure such energy supplies: 1) portfolio service (various term lengths) – through a portfolio service arrangement the buyer secures necessary energy supply by contracting with a single entity that controls operation of one or more generators that will be used to produce and deliver requisite electricity volumes to the buyer; the buyer has little to no influence with regard to the generator(s) that may be used to produce such volumes; and 2) unit-contingent (generator-specific, various term lengths) purchases – through a unit-contingent purchase arrangement, the buyer will receive contracted energy volumes from a specific generating facility (or group of facilities) that is controlled by the seller; to the extent that a buyer is interested in procuring electric energy from a specific geographic region or facility, unit-contingent contracting arrangements provide such opportunities. Within each of these categories, there are various pricing mechanisms that may be applied to address the mutual risk and administrative preferences of the buyer and seller. More specifically, pricing for such purchases may be fixed at the time of contract

execution, may be tied to a published pricing index (which changes over time) or may be tied to the cost of inputs, such as fuel and variable maintenance, that are required to operate such facilities – these structures are typically defined as "tolling" arrangement. Any remaining energy requirements, after accounting for conventional resources and renewable energy supplies purchased under forward contracts, can be met with short term system energy (unspecified) purchases. MVU will consider a wide range of potential procurement options when addressing its future conventional resource needs.

Capacity Resources

The Moreno Valley City Council recently adopted, through Resolution No. 2012-99 (December 2012), a Resource Adequacy ("RA") Program that addresses MVU's plans with regard to the procurement of capacity reserves. More specifically, MVU's RA Program is directly responsive to the CAISO Reliability Requirements Tariff, which specifies that all Load Serving Entities, including MVU, maintain a capacity reserve margin. Reserve capacity represents the amount of generating capacity over and above MVU's predicted Demand that is necessary to provide an adequate Operating Reserve and is consistent with general Good Utility Practice. The procurement of reserve capacity ensures that resources are available when and where they are needed.

A portion of MVU's capacity requirements must be procured from Local Reliability Areas (LA Basis and Big Creek/Ventura) as defined by the CAISO. MVU is required to demonstrate its local capacity requirement for each month of the following calendar year. The local capacity requirement is a percentage of the total (Southern California Edison service area) local capacity requirements adopted by the CPUC based on MVU's forecasted peak load. MVU must demonstrate compliance or request a waiver from the CAISO requirement as provided for in cases where local capacity is not available.

According to MVU's adopted RA Program, the Utility is designated responsibility for developing RA Plans to guide the procurement of capacity resources, including Local Capacity Area Resources as defined by the CAISO, adequate to serve the requirements of the City's customers.

On an annual basis, MVU shall prepare a RA Plan for the following calendar year. The Annual Resource Adequacy Plan shall identify capacity resources owned or contracted for by the City sufficient to meet 90% of the following target Reserve Margins:

TABLE 4: MORENO VALLEY ELECTRIC UTILITY'S TARGETED ANNUAL RESERVE MARGINS

RA Compliance Year	Reserve Margin
2013	23% of forecast monthly peak loads
2014	46% of forecast monthly peak loads
2015	69% of forecast monthly peak loads
2016	92% of forecast monthly peak loads
2017 and subsequent years	115% of forecast monthly peak loads

The annual RA Plan shall set forth the Local Capacity Area Resources, if any, procured by MVU. MVU shall present the annual RA Plan to the City Council by September 1 of each year and shall send the approved plan to the CAISO by September 30 of each year or as otherwise required by the CAISO Tariff and/or applicable CAISO Business Practice Manuals. MVU shall also prepare a monthly RA Plan by no later than the last business day of the second month prior to the month covered by the Plan (e.g., by February 28 for the month of April) or such earlier time as may be required by the CAISO Tariff and/or applicable CAISO Business Practice Manuals. The monthly RA Plan shall identify capacity resources owned or contracted for by the City sufficient to meet 100% of the specified reserve margins shown in Table 4.

The monthly RA Plan shall identify all resources, including Local Capacity Area Resources that MVU will rely upon to satisfy the applicable month's peak hour Demand of MVU as determined by pertinent Demand Forecasts and the applicable Reserve Margin. MVU shall provide each Monthly Resource Adequacy Plan to the CAISO in the format and to the extent required by the CAISO Tariff and/or applicable CAISO Business Practice Manuals.

To date, MVU has yet to contract for requisite reserve capacity but intends to initiate such efforts following the approval/adoption of a Resource Plan. The projected MVU reserve capacity needs are shown in Table 5 for total capacity and Table 6 for local capacity.

TABLE 5: MVU RESOURCE ADEQUACY CAPACITY PROJECTIONS (SYSTEM AND LOCAL, MW)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2013	3	4	4	5	4	5	7	7	8	6	5	5
2014	8	8	8	11	10	11	15	17	17	14	11	11
2015	14	15	15	20	19	20	27	30	31	25	20	21
2016	21	24	24	31	29	31	41	46	48	39	30	32
2017	31	35	35	45	42	45	60	66	69	57	45	47
2018	35	38	38	50	46	49	65	73	76	63	50	52
2019	38	41	41	54	50	53	71	78	82	68	54	56
2020	39	44	43	57	53	56	74	82	86	72	56	59
2021	42	46	46	59	55	59	77	86	90	75	59	62
2022	43	48	48	62	58	61	80	89	94	78	62	64

TABLE 6: MVU LOCAL RESOURCE ADEQUACY CAPACITY PROJECTIONS (MW)

Year	L.A. Basin (MW)	Big Creek/ Ventura (MW)
2013	2	1
2014	5	2
2015	9	3
2016	14	5
2017	20	8
2018	22	8
2019	24	9
2020	25	9
2021	27	10
2022	28	10

RPS Requirements

On April 12, 2011, Governor Jerry Brown signed SB 2-1X, requiring public and private utilities to obtain 33% of their electricity from renewable energy sources by December 31, 2020 (California's Renewables Portfolio Standard, or "RPS"). This landmark legislation, which incorporated various reforms to California's RPS, expanded the role of the CEC in administering the RPS program for POUs and imposed additional compliance obligations on these organizations. In particular, the CEC was directed to: adopt regulations specifying RPS

enforcement procedures for POUs; certify and verify eligible renewable energy resources procured by POUs; and refer any compliance failures of POUs to the California Air Resources Board (CARB), which may impose penalties.[3] Unlike the previous 20 percent RPS, which required POUs to develop internal renewable procurement "standards" without specifically obligating these entities to comply with the 20 percent procurement mandate, the currently effective RPS requires the governing boards of each POU to effectively implement the 33 percent procurement standard. Violations of the procurement standard will be referred to CARB and penalties may be imposed.

Prior to the 2020 compliance deadline, the new legislation imposes certain interim procurement requirements, which include the following: jurisdictional entities will be required to procure an average of 20% of renewable energy for the period of January 1, 2011 through December 31, 2013 (Compliance Period 1); 25% by December 31, 2016 (the period beginning January 1, 2014 and extending through December 31, 2016 has been termed Compliance Period 2), and 33% by 2020 (the period beginning January 1, 2017 and extending through December 31, 2020 has been termed Compliance Period 3). Other elements of the new RPS program establish specific procurement categories for renewable products that may be used for RPS compliance and provide certain opportunities for flexibility in the event that renewable energy procurement would impose upward pressure on customer rates.

Consistent with statute and related regulations, the RPS requirements can be met with a variety of renewable resource technology types and procurement methods. Eligible resources currently include the following:

- Biodiesel
- Biogas
- Biomass
- Conduit hydroelectric
- Digester gas
- Fuel cells using renewable fuels
- Geothermal
- Hydroelectric incremental generation from efficiency improvements
- Landfill gas
- Municipal solid waste
- Ocean wave, ocean thermal, and tidal current
- Photovoltaic
- Small hydroelectric (30 megawatts or less)
- Solar thermal electric
- Wind

RPS compliance can be met with procurement from renewable resources located within or deliverable to the state ("Bucket 1"), and with certain quantity limitations, procurement of shaped and firmed renewable energy ("Bucket 2") and unbundled RECs from RPS qualifying resources ("Bucket 3").

As required by SB 2-1X, the City Council adopted the Renewable Energy Resources Enforcement Program ("RPS Enforcement Program") on January 10, 2012. Through the RPS Enforcement Program, the City Council established three compliance periods consistent with SB 2-1X, adopted RPS-eligible procurement goals for each of the three compliance periods and described the framework for how the City would implement the requirements and measures in SB 2-1X with respect to the RPS program. Section 10 of the RPS Enforcement Program directed the Electric Utility Manager to develop and present an RPS Procurement Plan to the City

[3] California Energy Commission website, RPS Proceeding overview: http://www.energy.ca.gov/portfolio/index.html.

Council. As previously discussed, MVU's RPS Procurement Plan is currently under development and will be presented to the City Council for discussion and approval as soon as it has been completed.

RENEWABLE RESOURCES

MVU intends to comply with California's RPS subject to cost containment considerations that will be referenced when evaluating the effects of incremental renewable energy purchases on Utility costs and customer rates. With this in mind, MVU has identified the following renewable energy procurement targets that are generally consistent with current RPS procurement guidelines in each of the three defined compliance periods:

Compliance Period 1

As of the date of adoption of this RPS Procurement Plan the City has procured Eligible Renewable Energy Resources (as defined under the CEC Enforcement Procedures for the RPS for Local Publicly Owned Utilities) in an amount which satisfies approximately 25% of its total projected RPS procurement obligation for the three-year period beginning January 1, 2011 and ending December 31, 2013 ("Compliance Period 1"). Upon approval of this RPS Procurement Plan by the City Council, the City will act in good faith to purchase and schedule the maximum amount of Eligible Renewable Energy Resources that can be obtained through the end of Compliance Period 1, subject to cost limitation provisions described in the RPS Procurement Plan. The following table provides additional detail regarding the City's Compliance Period 1 procurement targets with regard to each of the Portfolio Content Category products that have been described in the RPS.

Compliance Period 1

January 1, 2011 – December 31, 2013

	2011	2012	2013	Total
Actual/Forecasted* Retail Sales (Net of Energy Efficiency and Distributed Generation, MWh)	106,430	108,078	123,101	337,610
Planned RPS Purchases (% of Total)	20%	20%	20%	20%
RPS Procurement Obligation (MWh)	21,286	21,616	24,620	67,522
Minimum Procurement of Portfolio Content Category 1 (MWh)	10,643	10,808	12,310	33,761
Maximum Procurement of Portfolio Content Category 3 (Certificates)	5,322	5,404	6,155	16,880
Residual Procurement from Portfolio Content Category 2 Resources (MWh)	5,322	5,404	6,155	16,880

Compliance Period 2

For the three-year period beginning January 1, 2014 and ending December 31, 2016, MVU shall procure sufficient RPS-eligible resources to equal the sum of the following: (20 percent of 2014 retail sales) + (20

percent of 2015 retail sales) + (25 percent of 2016 retail sales), provided, however, that the amount of dollars expended on eligible renewable energy resources shall not exceed the applicable cost limitations described in the RPS Procurement Plan. MVU shall not be required to procure a specific quantity of RPS-eligible resources in any individual year during this compliance period. The following table provides additional detail regarding the City's Compliance Period 2 procurement targets with regard to each of the Portfolio Content Category products.

Compliance Period 2

January 1, 2014 – December 31, 2016

	2014	2015	2016	Total
Actual/Forecasted* Retail Sales (Net of Energy Efficiency and Distributed Generation, MWh)	138,608	168,270	194,016	500,895
Planned RPS Purchases (% of Total)	20%	20%	25%	21.9%
RPS Procurement Obligation (MWh)	27,722	33,654	48,504	109,880
Minimum Procurement of Portfolio Content Category 1 (MWh)	18,019	21,875	31,528	71,422
Maximum Procurement of Portfolio Content Category 3 (Certificates)	4,158	5,048	7,276	16,482
Residual Procurement from Portfolio Content Category 2 Resources (MWh)	5,544	6,731	9,701	21,976

Compliance Period 3

For the four-year period beginning January 1, 2017 and ending December 31, 2020, MVU shall procure sufficient RPS-eligible resources to equal the sum of the following: (27 percent of 2017 retail sales) + (29 percent of 2018 retail sales) + (31 percent of 2019 retail sales) + (33 percent of 2020 retail sales), provided, however, that the amount of dollars expended on eligible renewable energy resources shall not exceed the applicable cost limitations described in the RPS Procurement Plan. MVU shall not be required to procure a specific quantity of RPS-eligible resources in any individual year during this compliance period. The following table provides additional detail regarding the City's Compliance Period 3 procurement targets with regard to each of the Portfolio Content Category products.

Compliance Period 3

January 1, 2017 – December 31, 2020

	2017	2018	2019	2020	Total
Actual/Forecasted* Retail Sales (Net of Energy Efficiency and Distributed Generation, MWh)	226,999	249,698	269,674	283,158	1,029,529
Planned RPS Purchases (% of Total)	27%	29%	31%	33%	30.2%
RPS Procurement Obligation (MWh)	61,290	72,413	83,599	93,442	310,743
Minimum Procurement of Portfolio Content Category 1 (MWh)	45,967	54,309	62,699	70,082	233,057
Maximum Procurement of Portfolio Content Category 3 (Certificates)	6,129	7,241	8,360	9,344	31,074
Residual Procurement from Portfolio Content Category 2 Resources	9,193	10,862	12,540	14,016	46,611

Subsequent Annual Compliance Periods

For each subsequent annual compliance period, MVU shall procure sufficient RPS-eligible resources to equal an average of 33 percent of retail sales, provided, however, that the amount of dollars expended on eligible renewable energy resources shall not exceed the applicable cost limitations described in the RPS Procurement Plan..

RPS Open Positions

In an effort to better understand eligible renewable resource availability, pricing and transactional terms, the Small POU Group, which includes MVU, the Cerritos Electric Utility, the Corona Department of Water & Power, the Eastside Power Authority, the Rancho Cucamonga Municipal Utility and Victorville Municipal Utility Services, issued a Request for Information (RFI) focused on Eligible Renewable Energy Resources in October 2012. The RFI was issued for the purpose of gathering relevant information from renewable energy sellers sufficient to allow the POUs in the Small POU Group to develop renewable energy resource procurement plans pursuant to Public Utilities Code Section 399.30 (a), and to evaluate costs and options in connection with their respective obligations for compliance periods 1, 2 and 3 pursuant to Public Utilities Code Section 399.30(b).

In general terms, the Small POU Group received a highly robust RFI response which included many viable project opportunities proposed by qualified developers. Through these responses, the renewable energy market demonstrated that there is, depending on the outcome of negotiations and risk assessment, adequate supply to meet the near- and long-term renewable energy needs of the City.

With respect to RPS procurement, SB 2-1X identified three distinct Portfolio Content Categories ("PCCs"), or "Buckets", that may be used to satisfy the procurement obligations of jurisdictional entities. PCC 1 renewable procurement entails the use of energy from qualified renewable energy generators located within the state or from out-of-state generators that can meet strict scheduling requirements to ensure deliverability to California. Use of PCC 1 resources is unlimited in demonstrating RPS compliance. PCC 2 resources refer to "firming and shaping" transactions where the energy produced by the renewable resource is not necessarily delivered to California; however, an equivalent amount of energy from a different resource is delivered to

California and bundled with renewable energy attribute, or RECs, produced by the eligible renewable generator. Finally, PCC 3 resource procurement relates to purchases of unbundled renewable energy certificates with no related physical energy delivery. SB 2-1X also references specific procurement guidelines for each PCC. These guidelines are summarized in the following table.

TABLE 7: SB 2-1X PROCUREMENT GUIDELINES FOR QUALIFYING RENEWABLE ENERGY PURCHASES

Portfolio Content Category ("PCC" or "Bucket")	Description	Usage Limits (% of Renewable Energy)
PCC 1	In-state or dynamically scheduled	Minimum of 50% through 2013, 65% through 2016, 75% beginning in 2017
PCC 2	Firmed and shaped	Maximum of 50% through 2013, 35% through 2016, 25% beginning in 2017
PCC 3	Unbundled renewable energy certificates	Maximum of 25% through 2013, 15% through 2016, 10% beginning in 2017

MVU has drafted its RPS Procurement Plan in consideration of the SB 2-1X procurement guidelines. To date, MVU has engaged in limited renewable energy transactions as it monitors the development of regulatory guidelines, proposed legislation (which may substantially change the renewable energy procurement obligations imposed on POUs), renewable energy resource availability and anticipated customer rate impacts. However, it is the intent of MVU to comply with applicable RPS procurement obligations through the administration of its RPS Procurement Plan. The following table shows MVU's renewable energy resource requirements, which has been quantified for the 10-year planning period.

TABLE 8: MORENO VALLEY ELECTRIC UTILITY RPS ENERGY REQUIREMENTS, 2013-2022

Renewable Energy Requirements(GWh)	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Bucket 1 (Bundled, In-State)	12,310	18,019	21,875	31,528	45,967	54,309	62,699	70,082	73,586	76,529
Bucket 2 (Bundled, Firmed and Shaped)	6,155	5,544	6,731	9,701	9,193	10,862	12,540	14,016	14,717	15,306
Bucket 3 (REC Only)	6,155	4,158	5,048	7,276	6,129	7,241	8,360	9,344	9,811	10,204
Subtotal, RPS Renewable Energy Requirements	**24,620**	**27,722**	**33,654**	**48,504**	**61,290**	**72,413**	**83,599**	**93,442**	**98,114**	**102,039**

It is important to note that, due to typical project development timelines associated with renewable generator development, MVU's near-term renewable energy requirements will likely need to be served by existing generators that have already qualified for California RPS eligibility. Looking forward, MVU may choose to contract with yet-to-be developed resources for renewable energy needs that have been identified in the medium- and long-term planning horizons. These planning horizons will allow sufficient time for necessary solicitation and contracting activities (to be completed by MVU) as well as new resource development. Based on recently completed renewable energy solicitations throughout the market, including the Small POU Group's recently administered RFI, there appears to be ample renewable energy supply available for interested buyers, although prices are above the cost of conventional energy purchases. As discussed in this Plan, before making firm purchase commitments for additional renewable energy supply, MVU will continue to evaluate the cost/rate impacts that would result from additional renewable energy procurement.

PROCUREMENT

MVU will procure its net open positions using a combination of power purchase agreements of various terms (short, medium, long) and demand-side programs. The potential for MVU owned generation projects is not specifically addressed in this Plan, as there is no eminent timetable for the development of such resources. Such discussion may be added in future updates to this Plan based on specific development opportunities that

are being considered by the Utility. This section describes the types of resources MVU may procure and discusses various considerations that may influence MVU's procurement efforts.

System Resources and Specified Power Purchases

MVU may engage in purchases of unspecified system energy or unit specific purchases from natural gas-fueled generation. Energy products may include peak, off-peak, baseload, and shaped energy. MVU may purchase energy and/or capacity at fixed prices, indexed prices or through tolling agreements. Under a tolling agreement, MVU would obtain the right to electricity produced by a natural gas generation facility, and MVU would deliver the natural gas to the facility for conversion into electrical energy. Purchases of system energy will typically be for short and medium terms (< 5 years). Unit-specific and tolling agreements may be for short, medium and long terms. Natural gas purchases associated with tolling agreements, if applicable, will typically be for short to medium terms.

MVU expects to contract with additional counterparties for supply of system energy and capacity in anticipation of the termination of the SENA agreement. Execution of master power purchase and sale agreements with multiple, credit-worthy counterparties in the near term will enable energy purchases through execution of transaction-specific confirmations at the appropriate time.

Capacity Resource Purchases

MVU may engage in purchases or sales of resource adequacy capacity from generation resources that qualify to meet resource adequacy requirements in accordance with CAISO rules. Terms may range from 1 month up to ten years. Capacity is also often bundled with energy and RECs under long-term renewable energy power purchase agreements, which may be pursued by MVU consistent with its RPS Procurement Plan.

Renewable Resource Power Purchases

MVU will use a portfolio risk management approach in its power purchasing program, seeking low cost supply as well as diversity among technologies, production profiles, generation project sizes, project locations, counterparty, length of contract and timing of market purchases. These factors are taken into consideration when MVU engages the market.

MVU will manage its forward load obligations and supply commitments with the objective of balancing cost stability and cost minimization, while leaving some flexibility to take advantage of market opportunities or technological improvements that may arise. MVU has identified its open position separately for renewable resources (by compliance category), conventional resources, and on a total portfolio basis. MVU endeavors to maintain portfolio coverage targets of up to 100% in the near-term (0 to 5 years) and leaves a greater portion open in the mid to long term, consistent with generally accepted industry practice.

Generally, the renewable portion of the portfolio is met with longer term contracts, providing cost stability for the supply portfolio. MVU's guidelines for long term, bundled renewable energy purchases are shown in Table 9. Note that such guidelines reflect the percentage of the Utility's renewable energy requirements that may be placed under contract during each of the identified time horizons; such percentages may be adjusted in consideration of cost limitation principles referenced in MVU's RPS Procurement Plan.

TABLE 9: MORENO VALLEY ELECTRIC UTILITY RENEWABLE ENERGY CONTRACTING GUIDELINES

Time Horizon	Contracting Guideline (Contracts/Total RE Need)
Current Year	90% to 100%
Years 2 – 3	70% to 90%
Years 4 – 5	50% to 75%
Beyond Year 5	40% to 60%

MVU's supply preference is for a mix of renewable energy technologies that will deliver energy in a pattern that is generally consistent with MVU's load shape. Preferred purchase volumes from baseload (e.g., biomass, landfill gas, renewable fuel cells) and peaking renewable technologies (e.g., solar PV or CSP) should be in rough proportion to the Utility's load profile, subject to adjustments for market conditions and technology price differentials that exist at the time of purchase. Recent market data suggests that peaking resources are likely to comprise a larger proportion of the renewable supply portfolio due to the recent rapid declines in prices for solar PV generation projects and the abundance of such projects in development. The actual renewable portfolio during the planning period will likely be more heavily weighted toward peaking energy production due to the prevalence of competitively priced solar projects. These observations were confirmed during the recent evaluation of responses that were received following distribution of the Small POU Group's RFI fir RPS-qualifying renewable energy supplies. MVU may also engage in purchases from as-available renewable generation (e.g., wind) to the extent that energy prices reflect a lower value due to their intermittency.

MVU has no explicit policy preference for any specific qualifying renewable energy technology, apart from the pricing and production profile considerations described above.

Local Renewable Resource Development

As part of its, renewable energy procurement strategy, the Utility may choose to independently develop locally situated, customer-sited renewable energy projects. City leadership has expressed an interest in developing these smaller-scale projects to the greatest extent practical. However, prices available in the current wholesale market for utility-scale renewable energy continue to decrease, resulting in price comparisons (relative to smaller-scale distributed generation) that place locally situated renewable generating capacity at a competitive disadvantage. Depending on project-specific details, pricing associated with certain locally-situated renewable capacity may exceed utility-scale alternatives by 50-100%. In some instances, the local economic and political benefits associated with local capacity installation(s) may outweigh the noted cost premium. However, as the operator of a relatively new utility, the City must remain cautious when evaluating these tradeoffs to avoid imposing disproportionate rate impacts on its customers. Looking forward, the City may choose to pursue development of select, locally-situated renewable project opportunities to supplement purchases from utility-scale project alternatives and will continue to support customer-sited renewable projects through its MVU Solar Program.

Utility Energy Programs – MVU Solar Program

MVU has developed various customer-focused energy programs that are designed to reduce overall energy consumption and total service costs. Such programs are focused in the areas of energy efficiency, demand response/reduction and local distributed generation development. In particular, The MVU Solar Program provides certain financial incentives to MVU customers based on the installed capacity or system performance of locally installed solar projects ranging from one kilowatt to one megawatt in size. This program has been developed in consideration of SB 1 and CEC Guidelines focused on statewide solar

deployment. As previously discussed, customers will participate in MVU's NEM service option following system installation. Customers who install solar electric generation systems 30 kW, or less, will qualify for MVU's Expected Performance Based Buydown ("EPBB") program which has a current rebate level of $2.25 per AC watt installed. Customers installing solar electric generation systems larger than 30 kW will be subject to the Performance Based Incentive Rate ("PBI") which is paid over a 5 year period at a rate of 6 cents per kWh generated. MVU will own all the environmental attributes (RECs) produced for as long as the system exists. However, the customer may elect to retain the environmental attributes in exchange for a reduced incentive, which will consist of the PBI being paid over a 4 year period rather than 5 years. Stated rebate and incentive rates may change over time in consideration of various factors. Over the 10-year planning horizon, MVU anticipates that NEM participation will increase to approximately 3,000 kilowatts.

Key Procurement Considerations

MVU may use a variety of procurement methods to ensure the availability and/or delivery of requisite energy and capacity products. Traditional procurement methods include bilaterally negotiated agreements, competitive solicitations (examples include: request for proposals and request for offers), and standard offer approaches, such as the MVU Solar Program. The applicability of each procurement method will depend on a range of factors, which include lead time (the amount of time before the desired product must be available and/or delivered), product/resource specificity (the extent to which MVU requires a highly specified product or resource type), required quantity, term of delivery and total anticipated cost. To the extent that certain purchases are required to meet the near-term needs of MVU customers, the Utility may elect to pursue direct, bilateral discussions with qualified suppliers, so that necessary transactions can be completed in a timely manner. For known resource needs that are not time-sensitive, such as the procurement of future renewable energy requirements, MVU may utilize competitive solicitations to ensure consideration of a broad range of project/product options that will provide the best portfolio fit and value for MVU customers.

Regardless of the chosen procurement method, it will be important for MVU to administer a program that "stages" procurement activities so that the Utility and its customers are insulated from market conditions that exist at any single point in time – while effectively timing market purchases may result in substantial cost savings for MVU customers, this procurement approach exposes the Utility to significant risk. By observing an ongoing, staged approach to energy procurement that attempts to diversify purchases across a broad range of contract term lengths (with different start dates), resource types and suppliers, the potentially adverse effects of a volatile energy market can be minimized. The remainder of this section addresses certain key considerations that will be observed by MVU to promote this diversified approach to energy procurement.

Procurement Methods

For long term purchase commitments, MVU will typically use competitive solicitations which may take the form of an RFP or a similar process where a comparative analysis of proposals is made at a single point in time. A RFP may be used where a specific resource need has been identified, some degree of urgency exists in fulfilling the identified need, sufficient time exists to conduct an RFP, and management believes that an RFP would yield the most competitive outcome.

Bilaterally negotiated agreements in response to unsolicited proposals may be used for unique opportunities that are fleeting in nature such that timelines associated with an RFP would prevent MVU from engaging in beneficial procurement opportunities.

Short and medium term power purchases will typically be negotiated on a bilateral basis or via independent energy brokers, particularly in markets with sufficient market price transparency to ensure competitive procurement outcomes. These markets include 1) system energy at a defined CAISO trading hub for peak, off-peak, or baseload products; 2) unbundled RECs; and 3) short term resource adequacy capacity. This process allows for maximum operational flexibility to manage supply and demand imbalances in an efficient manner.

The Utility may also utilize ongoing, "seasonal" procurement processes and/or standard offer tariffs/contracts, as alternatives to the aforementioned procurement mechanisms. In the case of seasonal procurement processes, these mechanisms may be administered on an annual basis to address less urgent, longer term resource requirements in an opportunistic manner. Such processes also provide a good source of market intelligence while imposing moderate administrative burdens. Ongoing renewable energy and resource adequacy capacity needs tend be well suited for such processes, as the Utility will want to regularly engage the market to determine pricing trends and product availability.

With regard to stand offer tariffs/contracts, such as renewable energy feed-in tariffs, these procurement options allow the Utility to develop narrowly defined product and contracting requirements which must be agreed to by all interested counterparties. Standard offer tariffs/contracts provide a useful mechanism for addressing select resource needs of the utility, particularly locally-situated renewable energy projects/products. Through a feed-in tariff the Utility will be able to specify applicable pricing, product quantities and project locations that will apply to all interested projects. In the event that the feed-in tariff is not fully subscribed (i.e., the specified energy or capacity limit has not been reached/achieved), additional qualifying projects will be able to engage the Utility through an expedited application and contracting process (which would require the acceptance of all specified terms, without modification) that minimizes the need for administrative approvals. Such procurement options may be well suited to advance locally developed renewable generating capacity without exposing the Utility to various project development risks and financing costs.

Procurement Authorities

Energy procurement authority varies depending upon the nature of the energy product being procured and the financial commitment associated with related agreements. MVU has adopted guidelines related to such purchases that balance the need for time-sensitive action and fiscal oversight. The appropriate procurement method and procurement authority are generally defined by the term of the energy product purchase, consistency with an approved resource plan, and whether capital financing is required.

The Moreno Valley City Council establishes procurement policies and objectives through adoption of the resource plan and related procedures. The Electric Utility Manager is authorized to execute certain contracts for energy products that are consistent with the approved resource plan, while other resource commitments require City Manager or City Council pre-approval prior to execution.

For shorter term power purchases, it is appropriate for the Electric Utility Manager to have discretion in contracting, consistent with its responsibilities and expertise in efficiently operating the Electric Utility. Time is often of the essence in such transactions, and these transactions are unlikely to raise policy considerations that require Council input. For long-term commitments, it is appropriate for the City Council to exercise a greater degree of oversight. The various energy procurement authorities are as follows:

Short-term contracts

Power purchase agreements (energy, capacity, RECs) with terms of 12 months or less may be entered into on MVU's behalf by the Electric Utility Manager. The Electric Utility Manager will report all such contracts to the City Council on a monthly basis.

Medium-term contracts

Power purchase agreements (energy, capacity, RECs) with terms of greater than 12 months and less than or equal to 5 years and which are made pursuant to a Council approved resource plan may be entered into by the City Manager. The Electric Utility Manager and/or City Manager will report all such contracts to the City Council on a monthly basis.

Long-term contracts

Power purchase agreements (energy, capacity, RECs) with terms of greater than 5 years shall require City Council approval prior to execution.

Capital Projects and Debt

Contracts associated with MVU ownership of generation assets or the assumption of debt by MVU in support of generation projects or power purchase agreements require City Council pre-approval.

Other Energy Procurement

Any procurement of energy products that is inconsistent with or that is not addressed in the adopted resource plan requires City Council pre-approval.

DOCUMENT REVISIONS

TABLE 10: MORENO VALLEY ELECTRIC UTILITY 10-YEAR RESOURCE PLAN – HISTORY OF DOCUMENT REVISIONS

Version	Approval Date	Description of Changes
1.0.D	NA	Initial Draft

APPENDIX A: LOAD AND RESOURCE TABLES

Moreno Valley Electric Utility Resource Balance

May-13

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Energy Requirements (MWh)										
Retail Load	123,101	138,858	168,574	194,366	227,408	250,149	270,161	283,669	297,852	309,766
Energy Efficiency and Distributed Generation	0	-250	-303	-350	-409	-450	-486	-511	-536	-558
Retail Load (Net of EE/DG)	123,101	138,608	168,270	194,016	226,999	249,698	269,674	283,158	297,316	309,208
Distribution Line Losses and Unaccounted For Energy	7,386	8,316	10,096	11,641	13,620	14,982	16,180	16,989	17,839	18,553
Total Energy Requirements	130,487	146,925	178,367	205,657	240,618	264,680	285,855	300,147	315,155	327,761
Renewable Energy Content (%)										
RPS Qualifying	20%	20%	20%	25%	27%	29%	31%	33%	33%	33%
Bucket 1 Minimum Limits	50%	65%	65%	65%	75%	75%	75%	75%	75%	75%
Bucket 2 Maximum Limits	50%	35%	35%	35%	25%	25%	25%	25%	25%	25%
Bucket 3 Maximum Limits	25%	15%	15%	15%	10%	10%	10%	10%	10%	10%
Renewable Energy Requirements(GWh)	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**
Bucket 1 (Bundled, In-State)	12,310	18,019	21,875	31,528	45,967	54,309	62,699	70,082	73,586	76,529
Bucket 2 (Bundled, Firmed and Shaped)	6,155	5,544	6,731	9,701	9,193	10,862	12,540	14,016	14,717	15,306
Bucket 3 (REC Only)	6,155	4,158	5,048	7,276	6,129	7,241	8,360	9,344	9,811	10,204
Subtotal, RPS Renewable Energy Requirements	**24,620**	**27,722**	**33,654**	**48,504**	**61,290**	**72,413**	**83,599**	**93,442**	**98,114**	**102,039**
Conventional Energy Requirements (includes energy bundled with Bucket 3)	**112,022**	**123,361**	**149,761**	**164,428**	**185,458**	**199,509**	**210,616**	**216,050**	**226,852**	**235,926**
Existing and Planned Renewable Resources (GWh)										
Subtotal Bucket 1	-	-	-	-	-	-	-	-	-	-
Subtotal Bucket 2	-	-	-	-	-	-	-	-	-	-
Subtotal Bucket 3	6,155	-	-	-	-	-	-	-	-	-
Subtotal, Existing and Planned RPS Renewable Resources	**6,155**	-	-	-	-	-	-	-	-	-
Open Position, RPS Renewables (GWh)										
Bucket 1	12,310	18,019	21,875	31,528	45,967	54,309	62,699	70,082	73,586	76,529
Bucket 2	6,155	5,544	6,731	9,701	9,193	10,862	12,540	14,016	14,717	15,306
Bucket 3	0	4,158	5,048	7,276	6,129	7,241	8,360	9,344	9,811	10,204
Subtotal, Open Position, Renewables	**18,465**	**27,722**	**33,654**	**48,504**	**61,290**	**72,413**	**83,599**	**93,442**	**98,114**	**102,039**
Future Renewable Resources (GWh)										
Generic Renewables										
Bucket 1	-	-	-	-	-	-	-	-	-	-
Bucket 2	-	-	-	-	-	-	-	-	-	-
Bucket 3	-	-	-	-	-	-	-	-	-	-
Subtotal Future RPS Renewable Resources (GWh)	-	-	-	-	-	-	-	-	-	-
Open Position, RPS Renewable Energy (GWh), Net of Future Generic Renewables										
Bucket 1	12,310	18,019	21,875	31,528	45,967	54,309	62,699	70,082	73,586	76,529
Bucket 2	6,155	5,544	6,731	9,701	9,193	10,862	12,540	14,016	14,717	15,306
Bucket 3	0	4,158	5,048	7,276	6,129	7,241	8,360	9,344	9,811	10,204
Subtotal, Net Open Position, RPS Renewable Energy	**18,465**	**27,722**	**33,654**	**48,504**	**61,290**	**72,413**	**83,599**	**93,442**	**98,114**	**102,039**
RPS Renewable Requirements Coverage (%)	**25%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**
Existing and Planned Conventional Resources (GWh)										
SENA 2009 Peak	65,392	32,064	-	-	-	-	-	-	-	-
SENA 2009 Off Peak	34,248	16,200	-	-	-	-	-	-	-	-
Subtotal, existing Conventional Resources	**99,640**	**48,264**	-	-	-	-	-	-	-	-
Open Position, Conventional Energy (GWh)	12,382	75,097	149,761	164,428	185,458	199,509	210,616	216,050	226,852	235,926
Futrure Conventional Resources (GWh)										
Generic conventional resources	-	-	-	-	-	-	-	-	-	-
Net Open Position, Conventional Energy (GWh)	**12,382**	**75,097**	**149,761**	**164,428**	**185,458**	**199,509**	**210,616**	**216,050**	**226,852**	**235,926**
Conventional Requirements Coverage (%)	**89%**	**39%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**
Total Energy Under Contract (GWh)	**99,640**	**48,264**	-	-	-	-	-	-	-	-
Net Open, All Physical Energy (GWh)	**30,847**	**98,661**	**178,367**	**205,657**	**240,618**	**264,680**	**285,855**	**300,147**	**315,155**	**327,761**
Total Energy Contract Coverage (%)	**76%**	**33%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**

APPENDIX B: RENEWABLE ENERGY RESOURCES PROCUREMENT PLAN

APPENDIX C: RESOURCE ADEQUACY PROGRAM

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: June 11, 2013

TITLE: APPROVE RESOLUTION NO. 2013-37 ADOPTING A RENEWABLE ENERGY RESOURCES PROCUREMENT PLAN PURSUANT TO CALIFORNIA SENATE BILL 2-1X (SB2-1X).

RECOMMENDED ACTION

Recommendation:

1. Approve Resolution No. 2013-37 adopting a Renewable Energy Resources Procurement Plan pursuant to California Senate Bill 2-1X.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A.

BACKGROUND

California Senate Bill 2-1X (SB 2-1X) became effective December 10, 2011. The bill requires all publicly owned utilities to adopt a Renewable Portfolio Standard (RPS) program with prescribed goals for procuring renewable energy resources and the criteria for achieving such goals. The bill also requires publicly owned utilities to adopt a plan for enforcing the provisions of the bill. The City Council adopted the Renewable Energy Resources Enforcement Program ("RPS Enforcement Program") on January 10, 2012. Through the RPS Enforcement Program, the City Council established the following, consistent with the requirements of SB 2-1X:

- Three (3) compliance periods –
  - Compliance period one: January 1, 2011 through December 31, 2013
  - Compliance period two: January 1, 2014 through December 31, 2016
  - Compliance period three: January 1, 2017 through December 31, 2020

- Procurement targets as a percentage of retail sales –
  - Compliance period one: an average of 20% RPS eligible resource procurement
  - Compliance period two: by December 31, 2016, 25% RPS eligible resource procurement
  - Compliance period three: by December 31, 2020, 33% RPS eligible resource procurement
- Three broad categories of eligible resources based on where and how a resource is procured.
- The criteria by which the City Council may waive or reduce a procurement content requirement, such as conditions beyond the control of the City including inadequate transmission capacity, delays due to permitting, and/or interconnection issues, or inadequate supply of eligible renewable resources.
- The City Council may adopt measures permitting the City to accumulate excess procurement in one period to be applied to any subsequent compliance period.
- The City Council may establish a limitation on the procurement expenditures for all RPS eligible resources.

Section 10 of the RPS Enforcement Program directed the City Manager to develop and present an RPS Procurement Plan to the City Council.

DISCUSSION

The Procurement Plan describes in greater detail how the renewable energy targets established for each compliance period will be achieved.

Compliance Period 1

Moreno Valley Utility (MVU) has purchased eligible renewable energy resources in an amount which is approximately 25% of its total projected RPS procurement obligation for Compliance Period 1. Upon approval of the RPS Procurement Plan by the City Council, MVU will act in good faith to purchase and schedule the maximum amount of eligible renewable energy resources that can be obtained through the end of Compliance Period 1; provided, however, that the amount of dollars expended on eligible renewable energy resources shall not exceed the applicable cost limitations.

Compliance Period 2

For the three-year period beginning January 1, 2014 and ending December 31, 2016 ("Compliance Period 2") MVU will act in good faith to procure and schedule sufficient RPS-eligible resources to equal the sum of the following: (20 percent of 2014 retail sales) + (20 percent of 2015 retail sales) + (25 percent of 2016 retail sales), provided, however, that the amount of dollars expended on eligible renewable energy resources shall not exceed the applicable cost limitations.

Compliance Period 3

For the four-year period beginning January 1, 2017 and ending December 31, 2020 ("Compliance Period 3"), MVU shall procure sufficient eligible renewable energy resources to equal the sum of the following: (25 percent of 2017 retail sales) + (25 percent of 2018 retail sales) + (25 percent of 2019 retail sales) + (33 percent of 2020 retail sales); provided, however, that the amount of dollars expended on eligible renewable energy resources shall not exceed the applicable cost limitations.

Cost Limitations

The Procurement Plan recommends establishing Cost Limitations regarding the purchases of renewable energy. The Cost Limitation is the maximum amount that the City will spend on renewable energy to prevent MVU rates from exceeding those of SCE, to allow MVU to build reserves, and to allow MVU to comply with other mandates. The Cost Limitation for Compliance Period 1 is proposed to be $400,000. The Cost Limitation for Compliance Periods 2 and 3 are proposed to be an amount not to exceed 2.5% of total annual revenue from electricity sales to retail customers. The Cost Limitation will be reviewed on an annual basis.

ALTERNATIVES

1. Approve the proposed Resolution, adopting a Renewable Energy Procurement Plan pursuant to California Senate Bill 2-1X. Staff recommends this alternative.

2. Do not approve the proposed Resolution, adopting a Renewable Energy Procurement Plan pursuant to California Senate Bill 2-1X. Staff does not recommend this alternative. *The City could be found non-compliant with the State mandate for renewable energy.*

FISCAL IMPACT

The Procurement Plan proposes renewable energy purchases in an amount not to exceed $400,000 for Compliance Period 1, and an amount not to exceed 2.5% of total annual revenues from electricity sales to retail customers for Compliance Periods 2 and 3. These amounts will be budgeted each fiscal year in Purchased Power, account 6010-70-80-45510-710110.

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:

The diversified portfolio of the City's power supply resources will foster a positive environment and potentially help contribute to the reduction of the State's reliance on fossil-fueled generation.

NOTIFICATION

Posting of agenda, and notices published in a newspaper of general circulation on May 16 and May 23, 2013.

ATTACHMENTS

Attachment 1 – Proposed Resolution

Attachment 2 – MVU Renewable Energy Resources Procurement Plan.

Prepared By:
Jeannette Olko
Electric Utility Division Manager

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING A RENEWABLE ENERGY RESOURCES PROCUREMENT PLAN PURSUANT TO CALIFORNIA SENATE BILL 2-1X

WHEREAS, the City of Moreno Valley (the "City") is authorized under various provisions of the California Constitution and the general laws of California (including, specifically, Article XI, Section 9(a) of the California Constitution, Public Utilities Code Section 10004, and Government Code section 39732(a)) to establish, purchase, and operate a public utility to furnish its inhabitants with, among other things, electricity; and

WHEREAS, on June 26, 2001, the City Council of the City of Moreno Valley approved Resolution No. 2001-33 and, as amended by Resolution 2002-46, authorized the formation of a municipally owned utility for the purpose of providing electrical power, storm water, telephone telecommunications, cable TV, water, natural gas, and sanitary sewer; and

WHEREAS, as a municipal electric utility, the City is generally subject to the legislative and regulatory requirements applicable to local publicly owned electric utilities ("POUs"); and

WHEREAS, the State of California passed Senate Bill 2 (1st Extraordinary Session) ("SB 2-1X"), effective as of December 10, 2011, requiring POUs, including the City, to adopt and implement, among other things, a renewable energy resources enforcement program that requires POUs to procure a minimum quantity of eligible renewable energy resources over certain periods, subject to a cost limitation and other flexible compliance measures adopted by the POUs' respective governing board; and

WHEREAS, in accordance with Public Utilities Code section 399.30(e) (added by SB 2-1X), the City Council, as the governing board of the City, adopted Resolution 2012-02 on January 10, 2012, adopting and establishing a renewable energy resources enforcement program for the enforcement of the City's obligations under SB 2-1X ("RPS Enforcement Program"); and

WHEREAS, in accordance with Public Utilities Code section 399.30(a), the RPS Enforcement Program directs staff to develop and present a renewable energy resources procurement plan ("RPS Procurement Plan") to the City Council; and

WHEREAS, the City has taken various steps, including the City's participation in a request for information distributed jointly by several small POUs, to obtain information from market participants on the expected cost and sufficiency of supply of renewable resources meeting the requirements of SB 2 1-X and the unique portfolio risks and cost limitations of small POUs ("RPS Information"); and

WHEREAS, the City has analyzed the RPS Information and factors underlying the use of flexible compliance measures in a manner that assures good faith compliance with SB 2 1-X while recognizing the unique circumstances facing the City as a small POU; and

WHEREAS, based on information and factors analyzed by the City, the City has developed a draft RPS Procurement Plan that (1) describes the resources the City plans to use to meet the procurement targets described in the RPS Enforcement Program and (2) includes the flexible compliance measures that the City requests the City Council to adopt for the first compliance period under SB 2 1-X;

WHEREAS, the City has provided notice and distributed material related to its draft RPS Procurement Plan in accordance with Public Utilities Code section 399.30(f); and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The RPS Procurement Plan set forth in Attachment 2, which is attached hereto and incorporated herein, is hereby approved and adopted.

SECTION 2. As authorized in SB 2 1-X, flexible compliance measures are hereby approved and adopted, as follows:

A cost limitation for procurement expenditures is hereby approved and adopted (as described in Section 7 of the RPS Procurement Plan).

SECTION 3. The City Manager or his/her authorized designee is authorized and directed to do and perform all acts required to implement the RPS Procurement Plan, and to periodically report to the City Council.

APPROVED AND ADOPTED this 11th day of June, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-37 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day ofJune, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Renewable Energy Resources Procurement Plan

This Renewable Energy Resources Procurement Plan ("RPS Procurement Plan") shall apply to the City of Moreno Valley operating through its municipal electric utility ("City").

Section 1: Definitions

The definitions set forth in Public Resources Code ("PRC") § 25741 and Public Utilities Code ("PUC") § 399.12 are incorporated herein. Capitalized terms in this RPS Procurement Plan, as first identified in parentheses, shall have the meaning given to such term in the body of this RPS Procurement Plan

Section 2: Previous Adoption of the RPS Enforcement Program

As required in Senate Bill 2 in the 2011-2012 First Extraordinary Session ("SB 2-1X") with respect to California's renewables portfolio standard ("RPS"), the City Council adopted the Renewable Energy Resources Enforcement Program ("RPS Enforcement Program") on January 10, 2012. Through the RPS Enforcement Program, the City Council established three compliance periods consistent with SB 2-1X, adopted RPS-eligible procurement goals for each of the three compliance periods and described the framework for how the City would implement the requirements and measures in SB 2-1X with respect to the RPS program. Section 10 of the RPS Enforcement Program directed the City Manager to develop and present an RPS Procurement Plan to the City Council.

Section 3: Purpose

This document comprises the City's RPS Procurement Plan. This RPS Procurement Plan describes how the City will achieve its RPS procurement requirements consistent with optional compliance measures specified in SB 2-1X and applicable to the City's status as a small publicly owned utility ("POU").

Section 4: Specified RPS Procurement Targets

SB 2-1X has the purpose of meeting the State's RPS requirements of 33% for all utilities by 2020. In the RPS Enforcement Program, the City Council adopted general RPS procurement targets for each of the three Compliance Periods. Pursuant to PUC § 399.30(b) and (c), the City Council adopts and further specifies the RPS procurement targets, as follows:

Compliance Period 1

As of the date of adoption of this RPS Procurement Plan the City has procured Eligible Renewable Energy Resources (as defined under the CEC Enforcement Procedures for the RPS for Local Publicly Owned Utilities) in an amount which satisfies approximately 25% of its total projected RPS procurement obligation for the three-year period beginning January 1, 2011 and ending December 31, 2013 ("Compliance Period 1"). Upon approval of this RPS Procurement Plan by the City Council, the City will act in good

faith to purchase and schedule the maximum amount of Eligible Renewable Energy Resources that can be obtained through the end of Compliance Period 1; provided, however, that the additional costs incurred due to procurement of Eligible Renewable Energy Resources, determined as the difference in the projected cost of conventional energy resources and the projected cost of Eligible Renewable Energy Resources ("Incremental RPS Procurement Cost") shall not exceed $400,000, which, in addition to costs already incurred prior to approval of this RPS Procurement Plan, is the amount adopted by the City Council as the cost limitation for Compliance Period 1 as described hereunder in Section 7. The following table provides additional detail regarding the City's Compliance Period 1 procurement targets with regard to each of the Portfolio Content Category products that have been described in the RPS.

Compliance Period 1
January 1, 2011 – December 31, 2013

	2011	2012	2013	Total
Actual/Forecasted* Retail Sales (Net of Energy Efficiency and Distributed Generation, MWh)	106,430	108,078	123,101	337,610
Planned RPS Purchases (% of Total)	20%	20%	20%	20%
RPS Procurement Obligation (MWh)	21,286	21,616	24,620	67,522
Minimum Procurement of Portfolio Content Category 1 (MWh)	10,643	10,808	12,310	33,761
Maximum Procurement of Portfolio Content Category 3 (Certificates)	5,322	5,404	6,155	16,880
Residual Procurement from Portfolio Content Category 2 Resources (MWh)	5,322	5,404	6,155	16,880

Compliance Period 2

For the three-year period beginning January 1, 2014 and ending December 31, 2016 ("Compliance Period 2") the City will act in good faith to procure and schedule sufficient Eligible Renewable Energy Resources to equal the sum of the following: (20 percent of 2014 retail sales) + (20 percent of 2015 retail sales) + (25 percent of 2016 retail sales) provided, however, that the Incremental RPS Procurement Cost shall not exceed the applicable cost limitations described in Section 7. The following table provides

additional detail regarding the City's Compliance Period 2 procurement targets with regard to each of the Portfolio Content Category products.

Compliance Period 2
January 1, 2014 – December 31, 2016

	2014	2015	2016	Total
Actual/Forecasted* Retail Sales (Net of Energy Efficiency and Distributed Generation, MWh)	138,608	168,270	194,016	500,895
Planned RPS Purchases (% of Total)	20%	20%	25%	21.9%
RPS Procurement Obligation (MWh)	27,722	33,654	48,504	109,880
Minimum Procurement of Portfolio Content Category 1 (MWh)	18,019	21,875	31,528	71,422
Maximum Procurement of Portfolio Content Category 3 (Certificates)	4,158	5,048	7,276	16,482
Residual Procurement from Portfolio Content Category 2 Resources (MWh)	5,544	6,731	9,701	21,976

Compliance Period 3

For the four-year period beginning January 1, 2017 and ending December 31, 2020 ("Compliance Period 3"), the City will act in good faith to procure sufficient Eligible Renewable Energy Resources to equal the sum of the following: (27 percent of 2017 retail sales) + (29percent of 2018 retail sales) + (31 percent of 2019 retail sales) + (33 percent of 2020 retail sales); provided, however, that the Incremental RPS Procurement Cost shall not exceed applicable cost limitations described in Section 7. The following table provides additional detail regarding the City's Compliance Period 3 procurement targets with regard to each of the Portfolio Content Category products.

Compliance Period 3
January 1, 2017 – December 31, 2020

	2017	2018	2019	2020	Total
Actual/Forecasted* Retail Sales (Net of Energy Efficiency and Distributed Generation, MWh)	226,999	249,698	269,674	283,158	1,029,529
Planned RPS Purchases (% of Total)	27%	29%	31%	33%	30.2%
RPS Procurement Obligation (MWh)	61,290	72,413	83,599	93,442	310,743
Minimum Procurement of Portfolio Content Category 1 (MWh)	45,967	54,309	62,699	70,082	233,057
Maximum Procurement of Portfolio Content Category 3 (Certificates)	6,129	7,241	8,360	9,344	31,074
Residual Procurement from Portfolio Content Category 2 Resources	9,193	10,862	12,540	14,016	46,611

Subsequent Annual Compliance Periods

For each subsequent annual compliance period, the City will act in good faith to procure sufficient Eligible Renewable Energy Resources to equal an average of 33 percent of retail sales; provided, however, that the Incremental RPS Procurement Cost shall not exceed the applicable cost limitations described in Section 7.

Section 5: Status of RPS Procurement Efforts

A. Purchase of Unbundled Renewable Energy Credits

The City entered into a Renewable Energy Credits Agreement ("Agreement") with Iberdrola Renewables, Inc. on February 22, 2012 for the purpose of purchasing renewable energy certificates/credits ('RECs") that would facilitate the City's compliance with applicable provisions of SB 2-1X. The Agreement specified delivery of 16,687 unbundled RECs produced by RPS-eligible wind generating facilities during the 2011 calendar year. As noted, the City entered into this Agreement in an effort to demonstrate measurable progress towards meeting California's RPS procurement target for Compliance Period 1. This certificate volume represents approximately 25% of the

City's renewable energy procurement obligation for Compliance Period 1, which totals approximately 68,000 MWhs.

B. Request for Information – RPS Procurement

Concurrent with development and adoption of this RPS Procurement Plan, the City Manager has commissioned the development of a 10-year resource plan, which describes the applicable policies, procurement processes and resource requirements to meet the City's current and future electric loads. The resource plan will evolve over time as additional information is obtained. Based on information contained in the current resource plan, the City Council makes the following findings:

i. California's renewable energy market has been changing rapidly and may now provide more competitive opportunities for the City. Legislative mandates and implementing regulations, conditions of over-supply in the solar industry, the demonstration of near-term RPS compliance by California's investor owned utilities (the industry's largest renewable energy buyers), and many other factors have exerted significant downward pressure on prices associated with various utility-scale renewable energy projects/technologies.

ii. Somewhat offsetting these downward pressures are planned procurement increases, which are specified in California's RPS, in the amounts of in-state renewable energy products that must be purchased by jurisdictional load serving entities, including the City – these regulatory requirements have lead some renewable energy suppliers and project developers to incorporate price increases in longer-term contracting proposals (for California-based generators), as there appears to be some uncertainty regarding planned resource availability (more specifically, the likelihood of success associated with various projects that are included in the interconnection queue/development pipeline) and future renewable energy pricing/value.

iii. The California renewable energy market has attracted many relatively inexperienced project developers, which have viewed the current legislative/regulatory environment in a very opportunistic manner. As a result, contracting opportunities are plentiful but the ability of certain developers to successfully finance these projects is questionable. The City must carefully assess risk associated with any contracting opportunities and take appropriate measures to mitigate any such risk.

iv. Photovoltaic solar has experienced the deepest price reductions over the past 18-24 months. During this time period, utility-scale solar energy pricing has dropped nearly 50%: prices have fallen from the $150/MWh+ range to approximately $70-$85/MWh on a levelized basis.

v. Wind pricing proposals continue to be received in the range of $70/MWh to $90/MWh; this intermittent resource may result in certain imbalance, system integration and/or congestion charges that will increase overall costs associated with project deliveries. Baseload renewable resources, such as biomass, biogas, and geothermal technologies, continue to price energy in the range of $80/MWh to $100/MWh, which captures the additional value associated with minimized production variation and reserve capacity.

vi. Renewable energy contracting opportunities were not economically viable for the City during the initial months of Compliance Period 1 when renewable energy prices were much higher than they are today. However, relatively recent price reductions present new contracting opportunities for the City, and these recent price reductions require consideration relative to the cost limitations provisions identified in Section 7.

vii. In an effort to better understand Eligible Renewable Energy Resource availability, pricing and transactional terms, in October 2012, the Small POU Group, which includes the City, the Cerritos Electric Utility, the Corona Department of Water & Power, the Eastside Power Authority, the Rancho Cucamonga Municipal Utility and Victorville Municipal Utility Services, issued a Request for Information ("RFI") focused on Eligible Renewable Energy Resources in October 2012. The RFI was issued for the purpose of gathering relevant information from sellers of Eligible Renewable Energy Resources sufficient to allow the POUs in the Small POU Group to develop renewable energy resource procurement plans pursuant to PUC Section 399.30 (a), and to evaluate costs and options in connection with their respective obligations for Compliance Periods 1, 2 and 3 pursuant to PUC Section 399.30(b). The Small POU Group received many viable project opportunities proposed by qualified developers. Through these responses, the renewable energy market demonstrated that there is, depending on the outcome of negotiations and risk assessment, adequate supply to meet the near- and long-term renewable energy needs of the City. Based on the results of the RFI, the incremental cost of RPS compliance is estimated in the following table. Note that these estimates are subject to change and broadly reflect of market conditions as of April 2013.

	Compliance Period 1			Compliance Period 2		
	2011	2012	2013	2014	2015	2016
Total RPS Compliance Cost - Low Range* (Premium Only - $)	$ 369,845	$ 375,572	$ 427,777	$ 492,752	$ 512,384	$ 656,016
Total RPS Compliance Cost - High Range* (Premium Only - $)	$ 651,885	$ 661,980	$ 753,995	$ 921,052	$ 1,032,339	$ 1,405,402

	Compliance Period 3			
	2017	2018	2019	2020
Total RPS Compliance Cost - Low Range* (Premium Only - $)	$ 740,583	$ 702,277	$ 697,782	$ 883,028
Total RPS Compliance Cost - High Range* (Premium Only - $)	$ 1,693,976	$ 1,751,010	$ 1,830,414	$ 2,452,856

Section 6: Application of Banking Rules

Pursuant to PUC § 399.30(d)(1), and consistent with Section 8 of the RPS Enforcement Program, the City Council adopts the following rules for excess procurement:

A. The City may apply excess procurement in one compliance period to a subsequent compliance period, subject to the following limitations: Electricity products that exceed the maximum limit for Portfolio Content Category 3, as specified in PUC § 399.16(c), must be subtracted from the calculation of excess procurement.

B. The City may begin accruing excess procurement as of January 1, 2011.

C. Excess procurement meeting these requirements may be applied to any future compliance period and shall not expire.

Section 7: Application of Flexible Compliance Mechanisms

A. Cost Limitation

1. *Relevant Factors.* The following factors are relevant to the City's adoption of cost limitations and potential application of cost limitations to reduce the amount of Eligible Renewable Energy Resources that the City may procure to meet its RPS obligation:

   i. The City is one of the smallest POUs in California and has been in operation less than 10 years. The City incurred significant start up costs, including payment of exit fees to Southern California Edison, and the City may not able to procure Eligible Renewable Energy Resources in volumes sufficient to satisfy its RPS targets without imposing disproportionate rate impacts on the City's customers.
   ii. The City's rates cannot exceed those of Southern California Edison without creating a disproportionate rate impact on the City's customers.
   iii. The City has conducted cost of service studies, and has adopted a resource adequacy policy. The City is beginning to establish financial reserves and rate stabilization funds consistent with prudent utility practices. Procuring Eligible Renewable Energy Resources in amounts which exceed cost limitations described below in Sections 7.A.3 and 7.A.4 could compromise the City's ability to accrue reserves and/or meet other procurement obligations focused

on grid reliability and sufficiency of supply (such as Resource Adequacy).

2. *Information Reviewed* – Pursuant to PUC § 399.30(d)(3), and consistent with Section 9 of the RPS Enforcement Program, the City Council has relied on the following information to establish a limitation on the Incremental RPS Procurement Costs for all Eligible Renewable Energy Resources: i) The information on cost and availability of Eligible Renewable Energy Resources which is contained in this RPS Procurement Plan and which was obtained through the aforementioned RFI; ii)the expected cost of building, owning and operating an Eligible Renewable Energy Resource, as described in Section 5; and iii) the potential that some planned resource additions may be delayed or cancelled.

3. *Establishment of Initial Cost Limitation* – The City Council hereby establishes a limitation on the Incremental RPS Procurement Costs for Compliance Period 1 of $400,000 plus the cost of Renewable Energy Credits purchased to meet a portion of the City's Compliance Period 1 obligation ("Initial Cost Limitation"). For Compliance Period 1, the City is not obligated to expend any funds on RPS procurement in excess of the Initial Cost Limitation.

4. *Establishment of Cost Limitation for Compliance Period 2 and Compliance Period 3 and thereafter* – The City Council hereby establishes a cost limitation on the Incremental RPS Procurement Cost as follows:

   i. 2.5% of total annual revenues from electricity sales to retail customers. not including public goods charges and taxes;
   ii. In no event shall the purchase of renewable energy volumes required to ensure the City's compliance with applicable RPS procurement guidelines result in customer rate impacts that would lead to the City' electric rates exceeding those of Southern California Edison.

5. *Modifications to Cost Limitation* – The City will review the cost limitations annually as part of its budget process to determine whether (i) the cost limitations continue to assure that there are no disproportionate rate impacts between the City's customers and those of Southern California Edison in the City of Moreno Valley; (ii) that the cost limitations are not unreasonably restricting the City in pursuing longer term, lower risk investment in Eligible Renewable Energy Resources, and (iii) that the City is able to continue to demonstrate good faith in pursuing the objectives of SB 2-1X and

meeting the State's overall RPS goals. In approving contracts for the purchase of Eligible Renewable Energy Resources, the City reserves the right to exceed cost limitations if the contract provides offsetting benefits to the electric customers of the City.

B. Modification of the Portfolio Content Category Requirements

Consistent with PUC § 399.16(e), and as described in Section 6 of the RPS Enforcement Program, the City Council may modify the minimum and maximum requirements in PUC § 399.16(c) for the various portfolio content categories ("PCC Requirements") if the City demonstrates that it cannot comply with the PCC Requirements because of: (a) conditions beyond the control of the City due to any of the conditions set forth in PUC § 399.15(b)(5), PUC § 399.15(c), or other conditions adopted by the City Council based on facts reasonably found by the City Council to be consistent with the intent of PUC § 399.15(b)(5), PUC § 399.15(c), or PUC § 399.18 and the unique circumstances facing the City as a small POU.

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MV00205131

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: June 11, 2013

TITLE: MORENO VALLEY ELECTRIC UTILITY (MVU) SOLAR INCENTIVE PROGRAM 2013/14 UPDATES

RECOMMENDED ACTION

Recommendation:

1. Approve Moreno Valley Electric Utility (MVU) Solar Incentive Program 2013/14 updates.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

California Senate Bill No. 1 (SB 1), (Murray, Chapter 132, Statutes of 2006) was signed into law in August 2006. The bill edits Division 15 of the Public Resources Code, amends Section 2827, and adds to Sections 387.5 and 2851 to the Public Utilities Code relating to solar electricity. This bill is designed to encourage the development and use of solar energy and to provide information to the public concerning solar devices.

The history of City Council approved solar program measures include: Resolution 2007-146 on December 11, 2007, establishing a Solar Incentive Program for Moreno Valley Electric Utility; the MVU 2008 Solar Special Program on August 26, 2008, which further defined the program; the amendments to the Solar Incentive Program on May 24, 2011, which included the definition of the minimum and maximum installation size that meets program requirements, and the definition of the cut-off between the Expected Performance Based Buy down (EPBB) incentives, and the Performance Based Incentive (PBI); the revision of the Net Energy Metering Agreement for the MVU Solar

Program on October 11, 2011; Resolution 2012-06 on January 24, 2012, establishing Electric Rates for Net Energy Metering (NEM) Surplus Energy Compensation for Moreno Valley Electric Utility; and Updates to Moreno Valley Electric Utility Solar Program on June 12, 2012.

DISCUSSION

The creation of SB 1 intended to further the state goal of encouraging the installation of 3,000 megawatts of photovoltaic solar energy in California within 10 years. MVU's Solar Program is intended to meet the requirements of the California Solar Initiative and SB 1. The program has been funded by Public Purpose funding which City Council formally adopted on January 13, 2004. The Program amendments have reflected the ongoing changes being made at the State Legislative Level, and the California Energy Commission (CEC).

Conforming to the rules of SB 1, the following guidelines are included in the MVU Solar Incentive Program:

a) The customer's installation is designed to offset all or part of the consumer's own electricity demand;
b) All components of the installation are new and unused;
c) The major components are warrantied for not less than 10 years;
d) The customer's installation must be located on the same premises of the end-use consumer;
e) The system must be connected to MVU's electrical distribution system;
f) There must be an electric meter in place to monitor and measure the system's performance and the quantity of electricity generated by the system;
g) The installation must be in conformance with the manufacturer's specifications and in compliance with all applicable electrical and building code standards;
h) The minimum installation size eligible for a rebate is 1 kW (1,000 watts) and the maximum installation size eligible for a rebate is 1 MW (1,000,000 watts);
i) Customers installing solar electric generation systems larger than 30 kW will be subject to a Performance Based Incentive Rate (PBI). This incentive is paid over a 5 year period at a rate of 5 cents per kWh generated. Installations smaller than 30 kW will fall under the Expected Performance Based Buydown (EPBB) rebate program;
j) All incentives are based on availability of funds, on a first-come-first-served basis.

To date, the MVU Solar Electric Incentive Program has provided over $500,000 in rebates. The MVU grid has over 1 megawatt of connected solar generation. The proposed updates are intended to follow the requirements of SB1 and the California Solar Initiative and create an equitable rebate system to benefit MVU customers and are listed below:

1) For solar installations under 30 kW, the rebate will be $2.00 per AC watt, installed;

2) For solar installations under 30 kW, rebate amounts cannot exceed $14,000 for residential systems or $50,000 for small commercial or 50% of the total cost of the project;
3) All systems over 30 kW will have Professional Engineer's (Electrical) approval before submittal;
4) Customers will only receive rebates for systems installed that are sized at 100% of the maximum average historical usage for the past 24 months. For customers with less than 2 years account history, the average will be based on available data;
5) MVU reserves the right to request the customer's solar generation data;
6) MVU reserves the right to determine program eligibility.

ALTERNATIVES

1. Approve the Moreno Valley Electric Utility (MVU) Solar Program update.

2. Do not approve the Moreno Valley Electric Utility (MVU) Solar Incentive Program update. *This action could result in the locally owned public utility (MVU) possibly not meeting the State requirements regarding SB1.*

FISCAL IMPACT

The program has been funded by Public Purpose funding which City Council formally adopted on January 13, 2004. The pending 2013/2014 budget year has allocated $300,000 for the solar rebate program. The Public Purpose Program is required by existing law, and continues to collect PPP funds as required. **Public Purpose Program funds can only be utilized under a strict umbrella of programs, determined at the State level of government.**

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:

The municipal electric utility will generate revenues to provide funding for City programs and services over time. These revenues will help achieve important financial goals of the City.

POSITIVE ENVIRONMENT:

The proposed actions help to create a positive environment for development within the community. The City of Moreno Valley will offer competitive rates and will help the City create new, well paying jobs.

NOTIFICATION

Posting of the Agenda.

ATTACHMENTS

Attachment 1: MVU Solar Incentive Program 2013/14 Overview

Attachment 2: Moreno Valley Electric Utility (MVU) Residential Solar Electric Rebate Program Application for 2013/2014.

Attachment 3: Net Energy Metering (NEM) Interconnection Agreement for Residential Solar Electric Generating Facilities with Moreno Valley Electric Utility.

Prepared By:
Michelle Pierce
Electric Utility Program Coordinator

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Jeannette Olko
Electric Utility Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

MORENO VALLEY
WHERE DREAMS SOAR

MVU Solar Incentive Program
Overview
Effective July 1, 2013

Program Requirements

- The MVU Solar Rebate is available to MVU electric customers only
- The qualifying system must be on same premises as the customer
- All solar system components must be new and approved by MVU. Panels and inverters must appear on the latest California Energy Commission certified photovoltaic modules list or certified inverters list as posted on the Go Solar California website
- Panels must be warranted for 25 years, and inverters and labor for 10 years
- An electric meter must be in place to monitor the system's performance
- This program is limited to funds available on a first-come-first-served basis
- The minimum installation size eligible for a rebate is 1 kW (1,000 watts)
- The maximum installation size eligible for a rebate 1 MW (1,000,000 watts)
- Customers who install solar electric generation systems 30 kW, or less, will qualify for the Expected Performance Based Buydown (EPBB) program which has a rebate level at $2.00 per AC watt installed
- Customers installing solar electric generation systems larger than 30 kW will be subject to the Performance Based Incentive Rate (PBI) which is paid over a 5 year period at a rate of 6 cents per kWh generated and MVU will own all the environmental attributes (RECS) produced for as long as the system exists. The customer may elect to retain the environmental attributes in exchange for a reduced incentive. The reduced incentive will consist of the Performance Based Incentive Rate being paid over a 4 year period rather than 5 years
- Customers will only receive rebates for systems installed that are sized at 100% of the maximum average historical usage for the past 24 months. For customers with less than 2 years account history, the average will be based on available data
- EPBB qualified customer rebate amounts are limited to $14,000 for residential systems, or $50,000 for small commercial, or 50% of the total cost of the project

● All solar electric generation systems larger than 30 kW will have Professional Engineers approval before submittal

● The actual amount of the EPBB rebate will take into consideration solar panel output, inverter efficiency and design factors such as climate, azimuth, tilt and shading. The calculation of the amount of rebate will be based on the **CSI Rating** on the CSI (California Solar Initiative) web site, *WWW.GOSOLARCALIFORNIA.ORG*

● All incentive payments are based on available funds and verification of installation

● Moreno Valley Electric Utility (MVU) reserves the right to determine program eligibility

For additional information call Michelle Pierce at (951) 413-3511 or email her at *michellep@moval.org*.

Moreno Valley Electric Utility (MVU)
Residential Solar Electric Rebate Program
Application for 2013/2014

Required Information for processing rebate reservation:

Customer:

Applicant (Customer Name on MVU Utility Account)

_____

Customer Account Number

_____

Installation Address (Street, City, ZIP)

_____

Billing Address - if different than installation address (Street, City, ZIP)

_____

Applicant Phone Number _____ Applicant email address _____

Contractor/Installer: ***(the following sections to be completed by contractor)***

Installer name

_____

Contractor name

_____

Business Address

_____

Contact person name, phone #, and email address

_____

State Contractors License Class and Number, Expiration Date

_____

City of Moreno Valley Business License Number, Expiration Date

_____

System Specifications: *(equipment must be on CEC-approved list)*

Modules (Manufacturer, Model Number, PTC Power Rating, Quantity)

_____

Inverters (Manufacturer, Model Number, CEC Efficiency, Quantity)

_____

Design Factor for Site:

Orientation (south, west, southwest) _____

Tilt (5 to 55 degrees) _____ Azimuth_____ Shade Analysis_____

Orientation (south, west, southwest) _____

Tilt (5 to 55 degrees) _____ Azimuth_____ Shade Analysis_____

Calculated System Output in AC Watts

System Output in AC Watts (includes total module output watts x inverter efficiency x design factor), per **CSI EPBB Calculator**:

_____

Total Rebate Amount Requested *($2.00 x above listed AC Watts):* _____

This application must be completed in entirety and submitted with a copy of the solar installation contract for a rebate reservation to be processed.

Required documentation for processing solar rebate:

1. Two signed copies of Residential Net Energy Metering (NEM) Interconnection Agreement (including selection on page 7)
2. MVU Net Metering and Surplus Compensation Enrollment Form
3. Electric Single Line Diagram
4. Site Plan
5. Solar Panel Electric Specifications
6. Electric Inverter Drawings
7. Proof of residential Energy Audit (online self-audit permissible)

Certification

Each undersigned certifies that

- the information in this form is true and correct to the best of my knowledge
- the solar PV system is intended to offset part or all of the customer's electrical needs at the site of the installation
- the site is within the service territory of the Moreno Valley Electric Utility

In addition, each undersigned understands and agree that the choice of improvements, the selection of contractors, the purchase of items and acceptance of materials used and work performed and the payments thereof is the sole responsibility of the owner. Moreno Valley Electric Utility does not endorse, recommend or make any representations as to specific brands, products, contractors or dealers; nor does it guarantee material or workmanship. Further, undersigned agree to indemnify and hold harmless the City of Moreno Valley, its officers, employees and agents from and damages related to the use or installation of PV-related equipment.

Customer Name

Signature of Customer

Date

Contractor Name

Name and title of signer

Signature

Date

For Office Use Only

Date Received _____
Project Number_____
Rebate Amount _____
Rebate Check Requested by _____ Date _____
Rebate Check Approved by _____ Date _____

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MV00205141

Customer note: Please return two original agreements to MVU

Net Energy Metering (NEM) Interconnection Agreement For Residential Solar Electric Generating Facilities With Moreno Valley Electric Utility

This Net Energy Metering (NEM) Interconnection Agreement for Solar Electric Generating Facilities ("Agreement") is made and entered into by and between _____ ("Customer") and the City of Moreno Valley Electric Utility ("MVU").

1. APPLICABILITY

This Agreement is applicable only to customers who satisfy all requirements of the definition of an "Eligible Customer-Generator" as set forth in Section 2827(b)(4) of the California Public Utilities Code on the effective date of this Agreement. Customer represents that Customer is an Eligible Customer-Generator.

2. DESCRIPTION OF CUSTOMER'S SOLAR ELECTRIC GENERATING FACILITY

2.1 Customer elects to interconnect and operate a solar electrical generating facility, with a capacity of not more than 1,000 kW that is located on Customer's owned leased or rented premises ("Generating Facility") in parallel with MVU's electric grid.

2.2 Customer represents that the Generating Facility is intended primarily to offset part or all of the Customer's own electrical requirements at the premises listed below:

Customer name _____

Physical address/Installation address: _____

Billing address of Customer: ___

Account Number: _____

Customer Phone number: _____

Photovoltaic ("PV") Nameplate Rating: ___kW dc

3. INTERRUPTION OR REDUCTION OF DELIVERIES

3.1 MVU shall not be obligated to accept or pay for, and may require Customer to curtail, interrupt or reduce, deliveries of available energy from its Generating Facility (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or part of MVU's system, or (b) if MVU determines in its sole discretion that such curtailment, interruption, or reduction is convenient or necessary due to emergency, forced outage, force majeure, or compliance with prudent electrical practices.

3.2 Whenever reasonably possible, MVU shall give Customer reasonable notice of the possibility that curtailment, interruption or reduction of such deliveries may be required.

3.3 Notwithstanding any other provision of this Agreement, if at any time MVU determines that either (a) the Generating Facility or its operation may endanger the health, safety or welfare of MVU personnel, any person or the public, or (b) the continued operation of the Generating Facility may endanger the integrity of MVU's electric system, any property or the environment, MVU shall have the right to enter onto Customer's premises and disconnect Customer's Generating Facility from MVU's system. Customer's Generating Facility shall remain disconnected until such time as MVU is satisfied that the condition(s) referenced in (a) and (b) of this Subsection 3.3 have been corrected.

4. INTERCONNECTION

4.1 Customer shall deliver the available energy to MVU at the Required Meter (as defined in Subsection 6.1 below) located on the Customer's premises.

4.2 Customer shall not commence parallel operation of the Generating Facility until Customer receives written approval from MVU's Authorized Representative. MVU's Authorized Representative shall provide such written approval within ten (10) working days from MVU's receipt of a copy of the final inspection or approval of the Generating Facility that has been issued by the governmental authority having jurisdiction to inspect and approve the installation. Such approval shall not be unreasonably withheld.

4.3 MVU shall have the right to have its representatives present at the final inspection made by the governmental authority having jurisdiction to inspect and approve the installation of the Generating Facility. Customer shall notify MVU in accordance with the terms of Section 15, herein, at least five days prior to such inspection.

5. CUSTOMER REQUIREMENTS

5.1 Customer shall be responsible for the design, installation, operation, and maintenance of the Generating Facility and shall obtain and maintain any required governmental authorizations and permits.

5.2 Customer shall conform to all applicable solar electrical generating system safety and performance standards established by the National Electrical Code ("NEC"), the Institute of Electrical and Electronics Engineers ("IEEE"), and accredited, nationally recognized testing laboratories such as Underwriters Laboratories, applicable building codes, and to all applicable Moreno Valley Utility Electric Rules, as may be amended from time to time.

5.3 Customer shall install a visible disconnect switch for the Generating Facility . The disconnect switch shall be lockable in the open position and directly accessible to MVU employees at all times. Disconnect shall be installed in close proximity to, or no more than eight (8') feet from MVU's electric meter.

6. REQUIRED METER

6.1 In accordance with MVU's published Electrical Rules and Rates, MVU shall own, operate and maintain on Customer's premises a single meter capable of registering the flow of energy in two directions ("Required Meter").

6.2 If the existing electrical meter of Customer is not capable of measuring the flow of energy in two directions, MVU shall be responsible for the costs of its purchase and installation.

6.3 An additional meter or meters to monitor the flow of energy in each direction may be installed with the consent of Customer, at the expense of MVU, and the additional metering shall be used only to provide the information necessary to accurately bill or credit Customer pursuant to Section 11 below, or to collect solar electric generating system performance information for research purposes.

6.4 If an additional meter or meters are installed, the Net Energy Metering (as defined in Subsection 11.1 below) calculation shall yield a result identical to that of a single meter.

7. MAINTENANCE AND PERMITS

Customer shall (a) maintain the Generating Facility and interconnection facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to Section 5, and (b) obtain any

governmental authorizations and permits required for the construction and operation of the Generating Facility and interconnection facilities. Customer shall reimburse MVU for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer's Generating Facility.

8. ACCESS TO PREMISES

MVU may enter Customer's premises (a) to inspect, at reasonable hours, Customer's protective devices and read or test meters, and (b) to disconnect, without notice, the interconnection facilities if, in MVU's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, MVU's facilities, or property of others from damage or interference caused by Customer's Generating Facility or lack of properly operating protective devices.

9. INDEMNITY AND LIABILITY

9.1 Except as to MVU's negligence or willful misconduct, Customer shall defend, indemnify and hold harmless the MVU, its officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including without limitation any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, expense, or attorneys' fees) for injury or death to any person, and damage to property, including without limitation property of either Party, arising out of or in connection with (a) any act or omission in the engineering, design, construction, destruction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the Generating Facility, (b) any act or omission in the replacement, addition, betterment, reconstruction, removal, or destruction, of or to the Generating Facility, or (c) the Generating Facility.

9.2 The provisions of this Section 9 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

10. INSURANCE

10.1 To the extent that Customer has currently in force all risk property insurance and comprehensive personal or commercial general liability insurance, Customer agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. MVU shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation.

10.2 If Customer meets the standards and rules set forth in Section 5, Customer shall not be required to purchase any additional liability insurance over and above that referenced in Subsection 10.1.

10.3 Prior to MVU's execution of this Agreement, Customer shall provide MVU with evidence of Customer's compliance with the requirements of this section.

11. RATES AND BILLING

11.1 All rates charged will be in accordance with Customer's otherwise applicable tariff (rate schedule), as in effect from time to time, on a Net Energy Metering basis. "Net Energy Metering" means measuring the difference between the energy supplied through the electric grid to the Customer and the energy generated by Customer's Generating Facility and fed back to the electric grid over a twelve-month period.

11.2 Customer's otherwise applicable tariff (rate schedule) or "OAT" means the rate schedule in MVU's published Electric Rules and Rates that would otherwise apply to Customer from time to time for electrical services to the premises, provided that Customer's OAT shall not include Rate Schedule NEM.

11.3 Customer is responsible for paying all charges in its OAT including the minimum charges (including service, customer, reliability, or demand charges), when applicable, regardless of Customer's monthly or annual net generation.

11.4 Customer is subject to any new or additional charge(s) that may be imposed by MVU on the other customers in the rate class to which Customer would otherwise be assigned.

11.5 Customer's twelve-month period, as set forth in Subsection 11.1 herein, shall commence with the Customer's regularly scheduled meter read date following the date of final interconnection.

11.6 If Customer's OAT is the Residential or General Service Rate, the following provisions apply:

> 11.6.1 The annualized Net Energy Metering calculation shall be made by measuring the difference between the energy supplied to Customer and the energy generated by Customer and fed back to MVU's grid over a twelve-month period. At the end of each twelve-month period, and at each anniversary date thereafter, MVU shall determine if Customer was a net consumer or a net generator of energy during the twelve-month period. In the event the energy supplied by MVU during the twelve-month period exceeds the energy generated by Customer during that same period, Customer is a net energy consumer.

11.6.2 If Customer is a net energy consumer, MVU will bill Customer for the net energy consumed during the twelve-month period based on Customer's OAT and Customer shall pay for such net energy consumed annually.

11.7 If Customer's OAT employs "time of use" rates, any net energy consumed monthly shall be calculated according to the terms of the OAT. When Customer is a net generator during any discrete time of use period over a billing period, the net kilowatt-hours generated shall be valued at the same price per kilowatt-hour as MVU would charge for retail kilowatt-hour sales during that same time of use period. If Customer's time of use electrical meter is unable to measure the flow of energy in two directions, the provisions of Section 6 shall apply.

11.8 If Customer's OAT employs "tiered" rates, any net energy consumed monthly shall be calculated according to the terms of the OAT. When Customer is a net generator over a billing period, the net kilowatt-hours generated shall be valued at the same price per kilowatt-hour as MVU would charge for the same tiered quantity of energy during that billing period.

12. CUSTOMER PAYMENT SCHEDULE FOR NET ENERGY GENERATION

12.1 MVU shall provide Customer with Net Energy Metering consumption and generation information on a monthly basis. Such monthly update shall include the current accrued balance owed to MVU for Net Energy Metering charges, or current accrued credits for Net Energy Metering generation, whichever applies.

12.2 If the energy generated exceeds the energy consumed by the Customer, the Customer is a net energy generator. If Customer is a net generator of energy over a normal billing period, any excess kilowatt-hours generated during the billing period shall be carried forward as a kWh credit to the following billing period (until the end of the Customer's twelve-month period).

12.3 At the end of each twelve-month period, the following provisions apply:

12.3.1 MVU shall retain any net surplus energy generated by Customer, including any associated environmental attributes or renewable energy credits ("REC"), and Customer's monetary value shall be reset to zero for the subsequent twelve-month period. No payment will be made to Customer for the excess energy delivered to MVU's grid, unless Customer elects a compensation option in Subsection 12.3.3.

12.3.2 Customer may be eligible for net surplus energy compensation. The Customer's net surplus energy compensation shall be calculated over a twelve-month period beginning with the Customer's

regularly scheduled meter read date at the start of their next 12 month billing cycle.

12.3.3 At the end of the twelve-month period, upon certification by the Customer that they have sole ownership of the environmental attributes and REC associated with the excess energy generated from the Generating Facility in accordance with Subsection 12.3.5, Customer may receive net surplus energy compensation for net surplus energy by affirmatively electing one of the following methods (Please initial just one):

A. ___ *Receive compensation based on an annual time differentiated per kilowatt-hour rate for net surplus energy generated during the prior twelve-month period.*

B. ___ *Receive the net surplus energy as a kilowatt-hour credit calculated using the net surplus energy compensation rate and applied against future billing periods.*

___ *(Please initial) By making this election, I also agree that all environmental attributes and REC associated with the kilowatt-hours generated shall be the property of MVU.*

12.3.4 Affirmative elections remain effective for each twelve-month period following the execution of such election. Customers are eligible to revise their net surplus energy compensation elections by giving written notice to MVU at least thirty-days prior to the beginning of each succeeding twelve-month period.

12.3.5 Customer hereby certifies that they have sole ownership of the environmental attributes and REC associated with the excess energy generated from the Generating Facility. For Customers who elect to receive net surplus energy compensation based on a per kilowatt-hour rate in accordance with Subsection 12.3.3, the environmental attributes and REC associated with the kilowatt-hours in which the Customer received net surplus energy compensation at the per kilowatt-hour rate shall be the property of MVU. Customer hereby transfers to MVU all rights, title, and interest Customer has to such environmental attributes and REC. Customers who elect to receive net surplus energy compensation based on a per kilowatt-hour credit calculated using the net surplus energy compensation rate and applied in accordance with Subsection 12.3.3 may elect to transfer to MVU all rights, title, and interest Customer has to such environmental attributes and REC.

12.4 If Customer terminates service under this Agreement prior to the end of any twelve-month period, MVU shall reconcile Customer's energy consumed and generated following the last reconciliation, according to the requirements set forth

in this Agreement, except that those requirements shall apply only to the months since the most recent twelve-month bill.

12.5 Rate Schedule—NEM, in effect on the effective date of this Agreement and as established by MVU through The City of Moreno Valley's City Council from time to time, is incorporated into this Agreement as though set forth herein in full. This Agreement is the Standard Contract—NEM referenced in Rate Schedule-NEM.

13. GOVERNING LAW, VENUE

This Agreement shall be interpreted under, governed by, and construed in accordance with the laws of the State of California as if executed and to be performed wholly within the State of California, without regard to conflicts of law rules thereof. Any action at law or equity brought by either Party for the purpose of enforcing a right or rights provided in this Agreement shall be brought only in a court of proper jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all other provisions of law providing for a change of venue in such proceedings to any other county.

14. MODIFICATIONS, WAIVER, INTERPRETATION

14.1 No amendment or modification to this Agreement shall be effective unless in a writing duly executed by both Parties. The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of any such breach or a waiver of the breach of any other term or covenant unless such waiver is in writing.

14.2 This Agreement shall supersede any existing agreement with MVU under which Customer is currently operating the Generating Facility identified in Section 2, herein, and any such agreement shall be deemed terminated as of the effective date of this Agreement.

14.3 This Agreement constitutes the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the Parties. Neither Party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

14.4 Except as expressly modified herein, MVU's published Rates and Rules as adopted from time to time by MVU shall continue to be applicable to MVU's provision of electrical service to Customer.

15. NOTICES
All written notices shall be directed as follows:

Electric Utility Division Manager
Moreno Valley Electric Utility
Public Works Department
14331 Frederick Street, Suite 2
P.O. Box 88005
Moreno Valley, CA 92552-0805

16. TERM AND TERMINATION OF AGREEMENT

16.1 This Agreement shall become effective on the date this Agreement is duly executed by both Parties as set forth in Section 18 below, and shall continue in full force and effect until terminated as provided herein.

16.2 This Agreement shall terminate on the earliest to occur of:

16.2.1 The thirtieth day after Customer gives MVU prior written notice of termination with or without cause in accordance with Section 15; or

16.2.2 The date both Parties agree in writing to terminate this Agreement; Or

16.2.3 The first day after MVU gives Customer written notice of termination for cause, provided that MVU shall first have given Customer written notice of Customer's breach of this Agreement and within thirty days of MVU's sending notice of such breach, Customer fails to cure such breach or, if such breach requires more than thirty days to cure, Customer fails to promptly commence cure of such breach and diligently prosecute such cure to completion; or

16.2.4 The date MVU is no longer the electric supplier to Customer's premises; or

16.2.5 The date changes to Customer's electric load, or other circumstances, cause Customer to no longer satisfy all requirements of the definition of an Eligible Customer-Generator, as set forth in Section 2827(b)(4) of the California Public Utilities Code on the effective date of this Agreement.

16.3 After termination of this Agreement, any electric service provided by MVU to Customer shall be pursuant to and in accordance with Customer's OAT.

17. AUTHORIZED REPRESENTATIVE
MVU's Authorized Representative is the Electric Utility Division Manager or his/her designee.

18. ASSIGNMENT PROHIBITED
Customer understands and agrees that this Agreement is personal to Customer and that Customer shall not assign or transfer in any way all or any portion of this Agreement to any other person or entity of any kind. Any attempt by Customer to assign or transfer in any way all or any portion of this Agreement shall be void.

18. SIGNATURES
IN WITNESS WHEREOF, the Parties hereto have caused **TWO ORIGINALS** of this Agreement to be executed by their duly authorized representatives on the dates set forth below.

This Agreement is effective as of the latter of the dates set forth below.

Moreno Valley Electric Utility

By:_____
Jeannette Olko
Electric Utility Division Manager

Date:_____

Customer:_____

Date: _____

Approved as to Form:

By:_____
City Attorney

Date:_____

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: June 11, 2013

TITLE: AUTHORIZE THE CITY OF MORENO VALLEY TO GRANT SOUTHERN CALIFORNIA EDISON COMPANY AN EASEMENT OVER A PORTION OF REAL PROPERTY NEAR THE SOUTHWEST CORNER OF DELCRESTA DRIVE AND HIDDEN SPRINGS DRIVE (APN: 260-384-003)

RECOMMENDED ACTION

Recommendations:

1. Authorize the Mayor to execute the Grant of Easement for a permanent easement over a portion of real property located near the southwest corner of Delcresta Drive and Hidden Springs Drive (APN: 260-384-003) from the City of Moreno Valley to the Southern California Edison Company (SCE) and sign the SCE Purchase Offer.

2. Direct the City Clerk to forward the executed Grant of Easement and signed SCE Purchase Offer to Capital Projects for further processing and recordation.

BACKGROUND

SCE has requested a permanent easement over a small portion of City of Moreno Valley property in order to permit for the installation and maintenance of electrical equipment in a small underground vault. The subject easement area consists of 110 square feet and is located within the City's landscape and maintenance area (Community Services District, Zone E-2, Hidden Springs). SCE submitted a Grant of Easement (Attachment 2) accompanied by a formal Purchase Offer (Attachment 3) and has offered to pay the City $2,500 for this permanent easement. City staff considers this amount to be just compensation for the proposed easement and City processing costs.

DISCUSSION

The purpose of this staff report is to facilitate the transfer of a permanent easement from the City of Moreno Valley to SCE. The area included in this transfer measures 110 square feet and is located within a landscape and maintenance area (Community Services District, Zone E-2, Hidden Springs). The City is receiving the appraised value of $1,000 for the easement area, plus an additional $1,500 to cover City processing costs. Granting this easement will allow SCE to install and maintain their new electrical equipment. City staff in Special Districts has reviewed the request and recommends granting the easement to SCE.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in the staff report. This alternative will allow SCE to install the necessary equipment to serve the immediate area.

2. Do not approve and authorize the recommended actions as presented in this staff report. This alternative will negatively impact SCE's ability to install the necessary equipment and hinder their ability to serve the immediate area.

FISCAL IMPACT

Allocation of Deposit
The monies collected from SCE will be allocated as follows:

Measure A, Account No. 2001-99-99-92001-589900	$1,500
General Fund, Account No. 1010-99-99-91010-589900	$1,000
Total Payment from SCE	**$2,500**

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

ADVOCACY:
Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives, and goals to appropriate external governments, agencies, and corporations.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure the needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

ATTACHMENTS

Attachment 1: Location Map
Attachment 2: Grant of Easement
Attachment 3: SCE Purchase Offer

Prepared By:
Larry Gonzales
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Concurred By:
Richard Teichert
Chief Financial Officer/City Treasurer

Concurred By:
Candace Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00205155

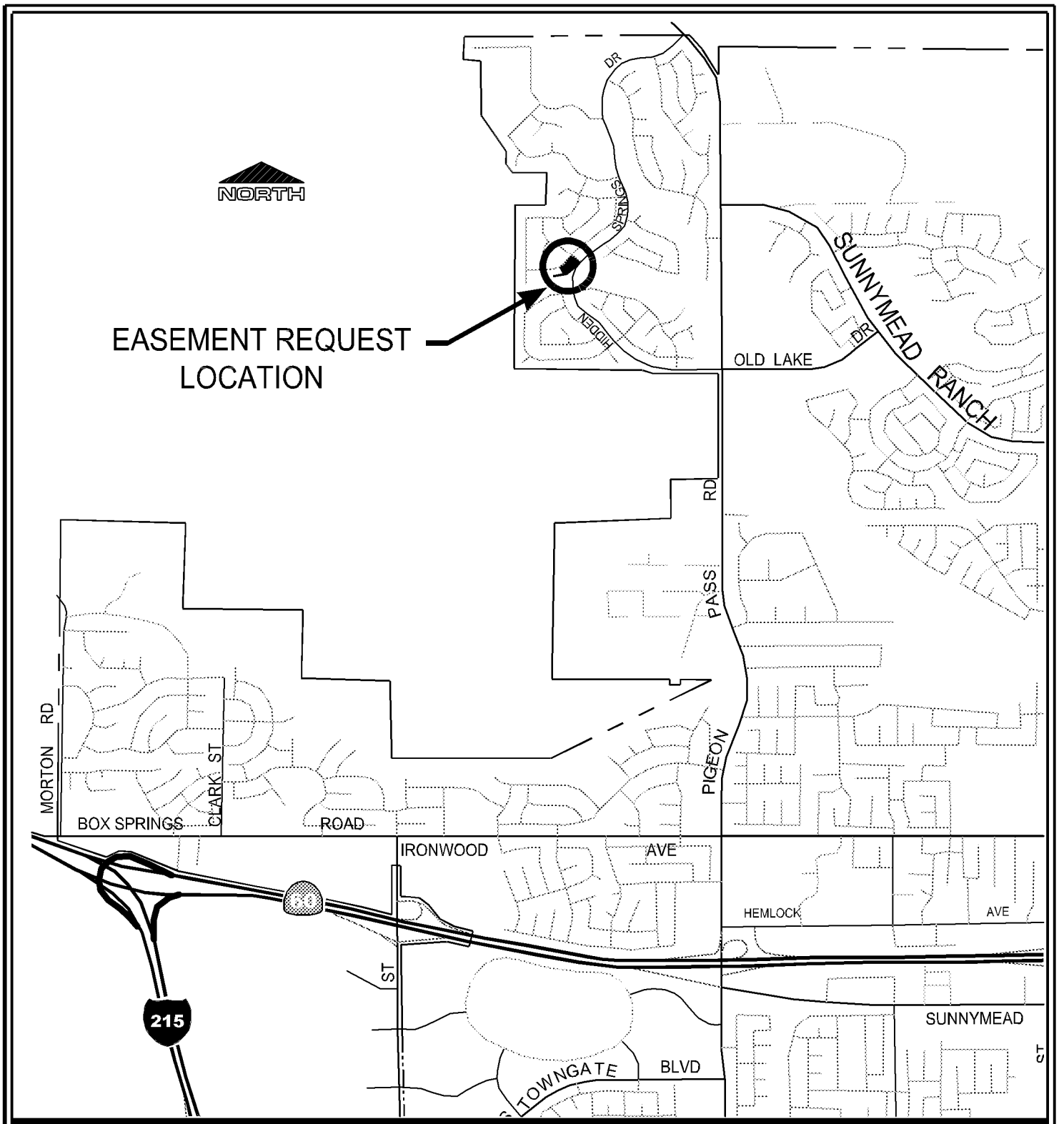

LOCATION MAP

CITY OF MORENO VALLEY
DECEMBER 3, 1984

Public WorksDepartment
Capital Projects Division

Scale: None

ATTACHMENT 1

PROPOSED SOUTHERN CALIFORNIA EDISON EASEMENT
APN 263-384-003
PROJECT NUMBER 801 0001 70 77

Date: 16 May 13 - 4:53 pm
File: W:\CapProj\Diana VA\SCE Easement Loc Map\Rev_Location Map.dwg
User: deepaks

Item No. A.7

MV00205156

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MV00205157

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

Real Properties
2131 Walnut Grove Avenue, 2nd Floor
Rosemead, CA 91770

Attn: Distribution/TRES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF EASEMENT

DOCUMENTARY TRANSFER TAX $ NONE (VALUE AND CONSIDERATION LESS THAN $100.00)	DISTRICT	WORK ORDER	IDENTITY	MAP SIZE
SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	Menifee	TD513092		
	FIM 658-1680-5 APN 260-364-003	APPROVED: Real Properties	BY SLS/SM	DATE 12/19/12

CITY OF MORENO VALLEY (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, under, across and along that certain real property in the County of Riverside, State of California, described as follows:

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this _____ day of _____, 20___.

GRANTOR

CITY OF MORENO VALLEY

_____
Signature

_____
Print Name

_____
Title

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY, a corporation

_____
Dino J. LaBanca,
Real Properties Department

Date_____

State of California)
)
County of _____)

On _____ before me, _____, notary public
(here insert name of officer)

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

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

WITNESS my hand and official seal.

Signature _____

(This area for notary stamp)

State of California)
)
County of _____)

On _____ before me, _____, notary public
(here insert name of officer)

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

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

WITNESS my hand and official seal.

Signature _____

(This area for notary stamp)

EXHIBIT "A"

A 22.00 FOOT WIDE STRIP OF LAND LYING WITHIN LOT 9, TRACT NO. 20550-14, AS PER MAP FILED IN BOOK 204, PAGES 61 AND 62 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF HIDDEN SPRINGS ROAD, 66.00 FEET WIDE, WITH THE CENTERLINE OF DELCRESTA DRIVE, 60.00 FEET WIDE, AS SHOWN ON SAID MAP; THENCE ALONG THE CENTERLINE OF SAID DELCRESTA DRIVE, NORTH 50°12'00" WEST 114.00 FEET; THENCE SOUTH 39°48'00" WEST 30.00 FEET TO THE SOUTHWESTERLY LINE OF SAID DELCRESTA DRIVE AND THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING SOUTH 39°48'00" WEST 5.00 FEET.

CONTAINING AN AREA OF 110 SQ. FT.

FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Prepared by me or under my direction:

Dated: Dec. 20, 2012

Glenn M. Bakke

Glenn M. Bakke R.C.E. #18619 Exp. 6-30-13

REGISTERED PROFESSIONAL ENGINEER
GLENN M. BAKKE
No. C-18619
Exp 6-30-13
CIVIL
STATE OF CALIFORNIA

EXHIBIT "B"

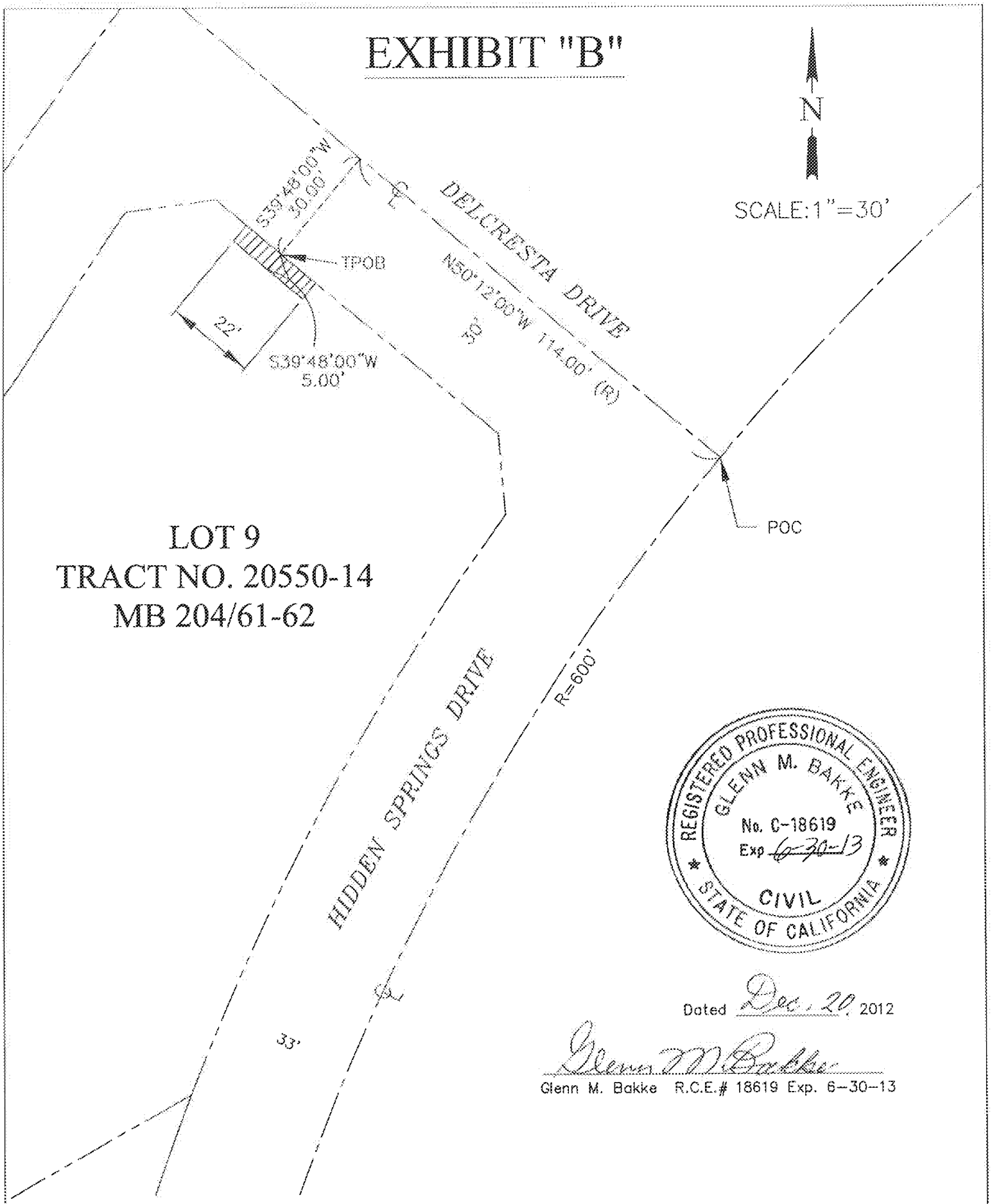

REGISTERED PROFESSIONAL ENGINEER
GLENN M. BAKKE
No. C-18619
Exp 6-30-13
CIVIL
STATE OF CALIFORNIA

Dated Dec. 20, 2012

Glenn M. Bakke

Glenn M. Bakke R.C.E.# 18619 Exp. 6-30-13

SCE EASEMENT		
DSB ID# 513092	SLS/SM	12/19/12

DENOTES SCE EASEMENT AREA =

Item No. A.7

MV00205162

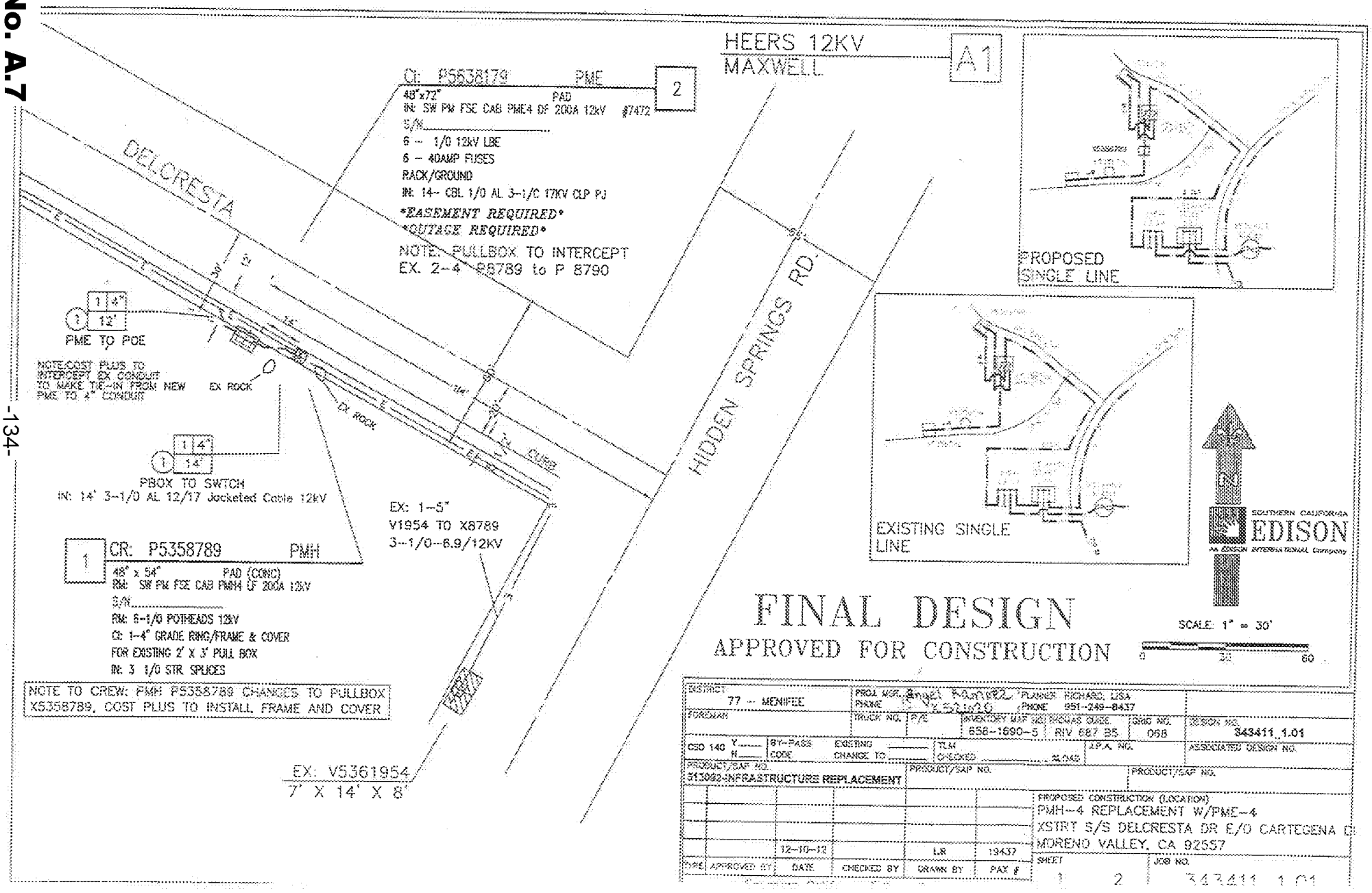
HEERS 12KV
MAXWELL
A1
CI: P5538179 PME
48"x72" PAD
IN: SW PM FSE CAB PME4 DF 200A 12kV #7472
S/N
6 - 1/0 12kV LBE
6 - 40AMP FUSES
RACK/GROUND
IN: 14- CBL 1/0 AL 3-1/C 17KV CLP PJ
EASEMENT REQUIRED
OUTAGE REQUIRED
NOTE: PULLBOX TO INTERCEPT
EX. 2-4" P8789 to P 8790
2
DELCRESTA
HIDDEN SPRINGS RD.
PME TO POE
NOTE:COST PLUS TO INTERCEPT EX CONDUIT TO MAKE TIE-IN FROM NEW PME TO 4" CONDUIT
EX ROCK
PBOX TO SWTCH
IN: 14' 3-1/0 AL 12/17 Jacketed Cable 12kV
EX: 1-5"
V1954 TO X8789
3-1/0-6.9/12KV
CR: P5358789 PMH
48" x 54" PAD (CONC)
RM: SW PM FSE CAB PMH4 DF 200A 12kV
S/N
RM: 6-1/0 POTHEADS 12kV
CI: 1-4" GRADE RING/FRAME & COVER
FOR EXISTING 2' X 3' PULL BOX
IN: 3 1/0 STR SPLICES
1
NOTE TO CREW: PMH P5358789 CHANGES TO PULLBOX X5358789, COST PLUS TO INSTALL FRAME AND COVER
EX: V5361954
7' X 14' X 8'
PROPOSED SINGLE LINE
EXISTING SINGLE LINE
SOUTHERN CALIFORNIA EDISON
FINAL DESIGN
APPROVED FOR CONSTRUCTION
SCALE: 1" = 30'
0 30 60
77 - MENIFEE
PLANNER: RICHARD, LISA
PHONE: 951-249-8437
INVENTORY MAP NO. 658-1690-5
THOMAS GUIDE RIV 687 B5
GRID NO. 068
DESIGN NO. 343411_1.01
CSD 140
BY-PASS CODE
EXISTING CHANGE TO
TLM CHECKED
A.F.A. NO.
ASSOCIATED DESIGN NO.
PRODUCT/SAP NO.
313082-INFRASTRUCTURE REPLACEMENT
PROPOSED CONSTRUCTION (LOCATION)
PMH-4 REPLACEMENT W/PME-4
XSTRT S/S DELCRESTA DR E/O CARTEGENA D
MORENO VALLEY, CA 92557
12-10-12
LB
13437
APPROVED BY
DATE
CHECKED BY
DRAWN BY
PAX #
SHEET 1 2
JOB NO. 343411 1.01

SOUTHERN CALIFORNIA
EDISON
An EDISON INTERNATIONAL Company

April 25, 2013

Subject: Southern California Edison's Offer to Purchase Grant of Easement
Our Reference No.: DSB800996316

City of Moreno Valley:

Southern California Edison (SCE) is offering to purchase the right of way easement across your property in the City of Moreno Valley, County of Riverside, State of California, identified as Assessor Parcel Number: 260-384-003 for the amount of $2,500.00.

Please sign in the spaces below and return this letter along with the executed easement document. All originals need to be mailed to my office at your earliest convenience. Once the completed forms and executed easements are received, a check in the amount of the offer will be promptly forwarded to you. Thank you for your cooperation in this matter.

AGREED and ACCEPTED:

BY: _____
Authorized Signer Print Name Date

BY: _____
Authorized Signer Print Name Date

BY: _____
Efriam Miranda, SCE Date

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MV00205165

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: June 11, 2013

TITLE: AUTHORIZE EXECUTION OF QUITCLAIM DEEDS TRANSFERRING THE CITY'S TITLE INTEREST IN FOUR STORM DRAIN EASEMENTS FOR MORENO MDP LINE J AND LINE J-9 TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PER THE COOPERATIVE AGREEMENT BETWEEN CITY OF MORENO VALLEY AND RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT.

RECOMMENDED ACTION

Recommendations:

1. Authorize the Mayor to execute the Quitclaim Deeds transferring all rights, title and interest in and to four storm drain easements for Moreno MDP Line J and J-9 per Easement Deeds recorded as Instrument Numbers 2011-0548110, 2011-0548111, 2012-0130583 and 2012-0130584 in the Official Records of Riverside County, California.

2. Direct the City Clerk to forward the four signed Quitclaim Deeds to the Riverside County Flood Control and Water Conservation District for further processing and recordation.

BACKGROUND

On March 13, 2012, the City Council authorized the City Manager to execute a Cooperative Agreement between the Riverside County Flood Control and Water Conservation District (the District) and the City of Moreno Valley for Moreno Master

Drainage Plan Lines J and J-9 storm drain facilities. The City completed the construction of these Master Planned storm drain facilities with Cactus Avenue/Nason Street Improvement project in May 2013.

DISCUSSION

Prior to start of construction of drainage facilities, the City acquired the necessary flood control storm drain easements for Moreno Master Drainage Plan lines J and J-9.

The Cooperative Agreement requires that upon completion of the construction but prior to the District's acceptance for ownership and maintenance, the City is to convey all corresponding flood control right of way to the District. Therefore, it is necessary to quit claim the City's title interest in four Easement Deeds recorded as Instrument Numbers 2011-0548110, 2011-0548111, 2012-0130583 and 2012-0130584 in the Official Records of Riverside County, California in order to allow the District to operate and maintain the storm drain facilities located within said storm drain easements.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative is in accordance with the Cooperative Agreement and would allow for the maintenance of the storm drain facilities by the District.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative is not in accordance with the Cooperative Agreement and would result in costly maintenance undertaking for City staff.*

FISCAL IMPACT

There is no Fiscal Impact with the recommended action items.

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

The City recently completed the construction of master planned storm drain facilities Line J and J-9 with Cactus Avenue/Nason Street Improvement project. Pursuant to a Cooperative Agreement, the City is conveying its interest in storm drain easements over Line J and J-9 to Riverside County Flood Control and Water Conversation District in order to allow the District to operate and maintain the storm drain facilities located within said storm drain easements.

ATTACHMENTS

Attachment 1: Location Map
Attachment 2: Proposed Quit Claim Deed package for Instrument Numbers 2011-0548110, 2011-0548111, 2012-0130583 and 2012-0130584

Prepared By:
Viren A. Shah, P.E.
Consultant Project Manager

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00205169

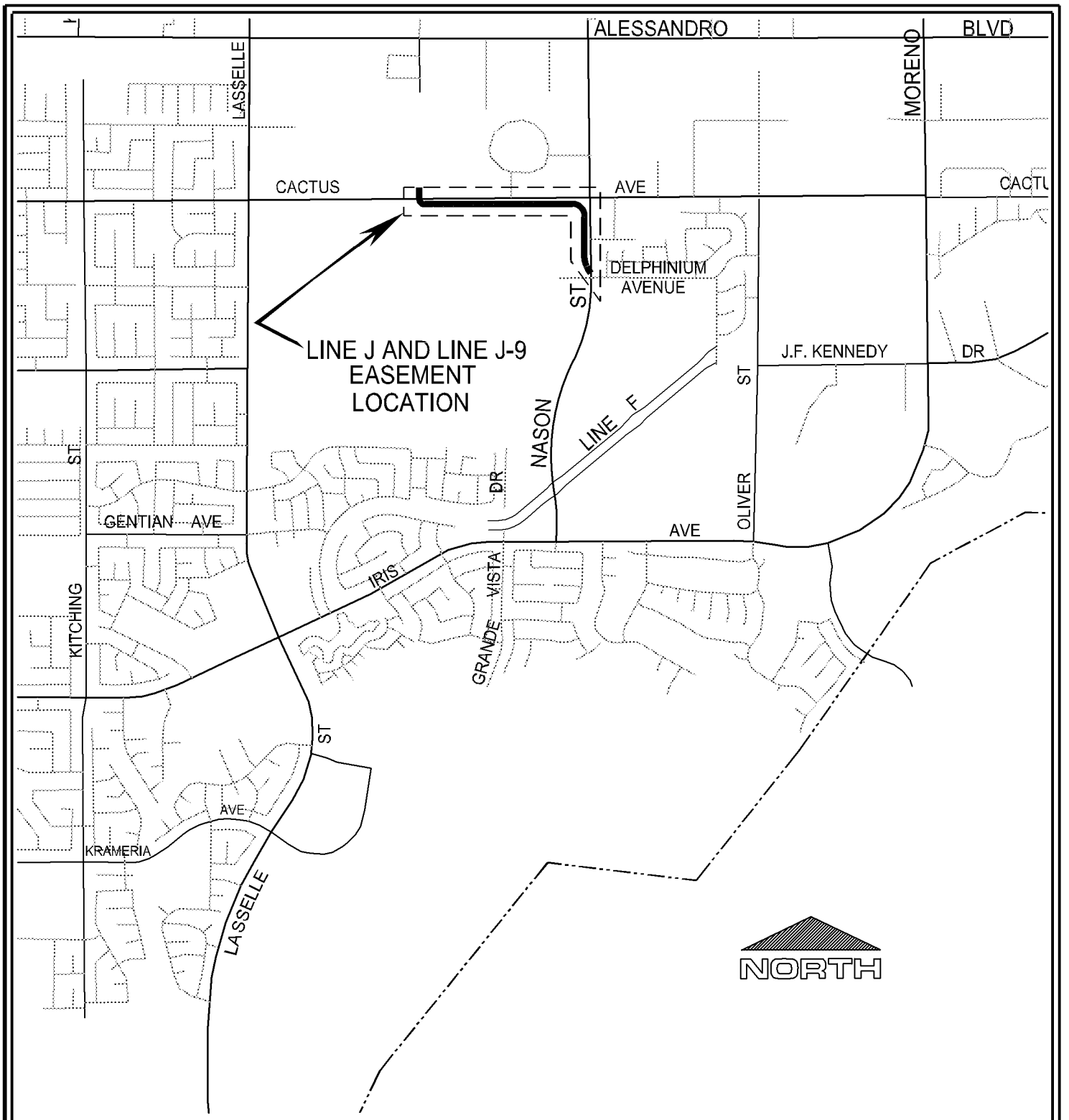

LOCATION MAP

Public WorksDepartment
Capital Projects Division

Scale: None

ATTACHMENT 1

STORM DRAIN EASEMENTS FOR MORENO MDP LINE J AND LINE J-9 PROJECT NUMBER 804 0005 70 77

Date: 21 May 13 - 8:20 am
File: W:\CapProj\CapProj\PROJECTS\Viren - 804 0005 70 77 Line F\Design Phase\Auto CAD\Location_Map\Quit Claim Location.dwg
User: deepaks

Item No. A.8

MV00205170

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MV00205171

Recorded at request of, and return to:
Riverside County Flood Control and
Water Conservation District
1995 Market Street
Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Moreno MDP Line J, Stage 2
Project No. 4-0-00776-2
PM 33532/MS 4089
APN 486-300-010

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX $ NONE

RCFC Parcel No. 4776-

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **CITY OF MORENO VALLEY, a municipal corporation**, does hereby remise, release, and forever quitclaim to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic**, all right, title and interest in and to **easements**, situated in the City of Moreno Valley, County of Riverside, State of California, described in:

Easement Deed recorded on December 12, 2011, as Instrument No. 2011-0548110, records of the Recorder's Office, Riverside County, State of California, attached for reference purposes only.

CITY OF MORENO VALLEY,
a municipal corporation:

Date _____

By: _____
TOM OWINGS, Mayor

ATTEST:

JANE HALSTEAD,
Clerk to the City of Moreno Valley

By: _____
City Clerk

(SEAL)

DOC # 2011-0548110
12/12/2011 01:46P Fee:NC
Page 1 of 6
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			6						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
S NCHGD				T:		CTY	UNI		

Recorded at request of, and return to:
City of Moreno Valley
14177 Frederick Street
PO Box 88005
Moreno Valley, CA 92552

NO FEE (GOV. CODE 6103)

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX $ NONE

Moreno MDP Line J
Project No. 4-0-00776

C
061

EASEMENT DEED

COUNTY OF RIVERSIDE, political subdivision of the State of California, hereby grants and conveys to the **City of Moreno Valley, a municipal corporation, a storm drain easement** for flood control and drainage purposes, including but not limited to the construction, use, repair, reconstruction, inspection, operation and maintenance of storm drain facilities, and all appurtenant works, including ingress and egress thereto, over, upon, under and across that certain real property situated in the City of Moreno Valley, County of Riverside, State of California, described in legal description attached hereto as Exhibit "A" and as shown in Exhibit "B" and made a part hereof.

Assessor Parcel Number: Portion of 486-300-010

COUNTY OF RIVERSIDE:

Dated: 12/5/2011

By: _____
ROBERT FIELD
Assistant County Executive Officer/EDA

FORM APPROVED COUNTY COUNSEL
BY Synthia M. Gunzel 11-16-11
SYNTHIA M. GUNZEL DATE

Block 138 Parcels 1 & 8

STATE OF CALIFORNIA)
)ss
COUNTY OF RIVERSIDE)

On Dec 5, 2011, 2011, before me, Candice E Etter, a Notary Public in and for said county and state, personally appeared Robert Field, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument;

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

CANDICE E. ETTER
COMM. #1792098
Notary Public - California
Riverside County
My Comm. Expires Feb. 25, 2012

Signature: Candice E Etter

(SEAL)

Block 138 Parcels 1 & 8

RBF CONSULTING
40810 County Center Drive, Suite 100
Temecula, CA 92591

September 13, 2011
JN 15101633-M6

EXHIBIT "A"

LINE "J" STORM DRAIN EASEMENT

That certain parcel of land situated in the City of Moreno Valley, County of Riverside, State of California, being that portion of Block 138 of Map No. 1 of the Bear Valley and Alessandro Development Company filed in Book 11, Page 10 of Maps in the Office of the County Recorder of the County of San Bernardino, State of California, within Section 16, Township 3 South, Range 3 West, San Bernardino Meridian, included within a strip of land 40.00 feet wide, the centerline of said strip being described as follows:

COMMENCING at the centerline intersection of Nason Street with Cactus Avenue as shown on a map filed in Book 92, Page 39 of Records of Surveys in the Office of the Riverside County Recorder;

thence along said centerline of Cactus Avenue North 89°34'00" West 866.48 feet to the westerly line of the parcel of land shown on said record of survey map;

thence along said westerly line South 00°25'25" West 100.00 feet to the **TRUE POINT OF BEGINNING;**

thence along a line parallel with said centerline of Cactus Avenue South 89°34'00" East 631.49 feet to the beginning of a tangent curve concave southwesterly and having a radius of 135.00 feet;

thence along said curve southeasterly 212.04 feet through a central angle of 89°59'31";

thence tangent from said curve South 00°25'31" West 676.50 feet to the beginning of a tangent curve concave easterly and having a radius of 517.00 feet;

thence along said curve southerly 195.43 feet through a central angle of 21°39'30" to a point of reverse curvature with a curve concave westerly and having a radius of 517.00 feet, a radial line of said curve bears North 68°46'01" East;

thence along said curve southerly 9.16 feet through central angle of 01°00'54" to a line parallel with and 60.00 feet westerly from said centerline of Nason Street and the **POINT OF TERMINATION.**

Said strip of land shall be lengthened or shortened so as to terminate westerly in said westerly line of the land shown on said record of survey map and easterly in said parallel line, being 60.00 feet westerly from said centerline of Nason Street.

CONTAINING: 1.58 Acres, more or less.

SUBJECT to all covenants, rights, rights-of-way and easements of record.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

This description was prepared by me or under my direction.

9/13/2011

Thomas E. Verloop, PLS 5348 Date:
My license expires 12/31/11

LICENSED LAND SURVEYOR
THOMAS E. VERLOOP
L.S. 5348
Exp. 12/31/11
STATE OF CALIFORNIA

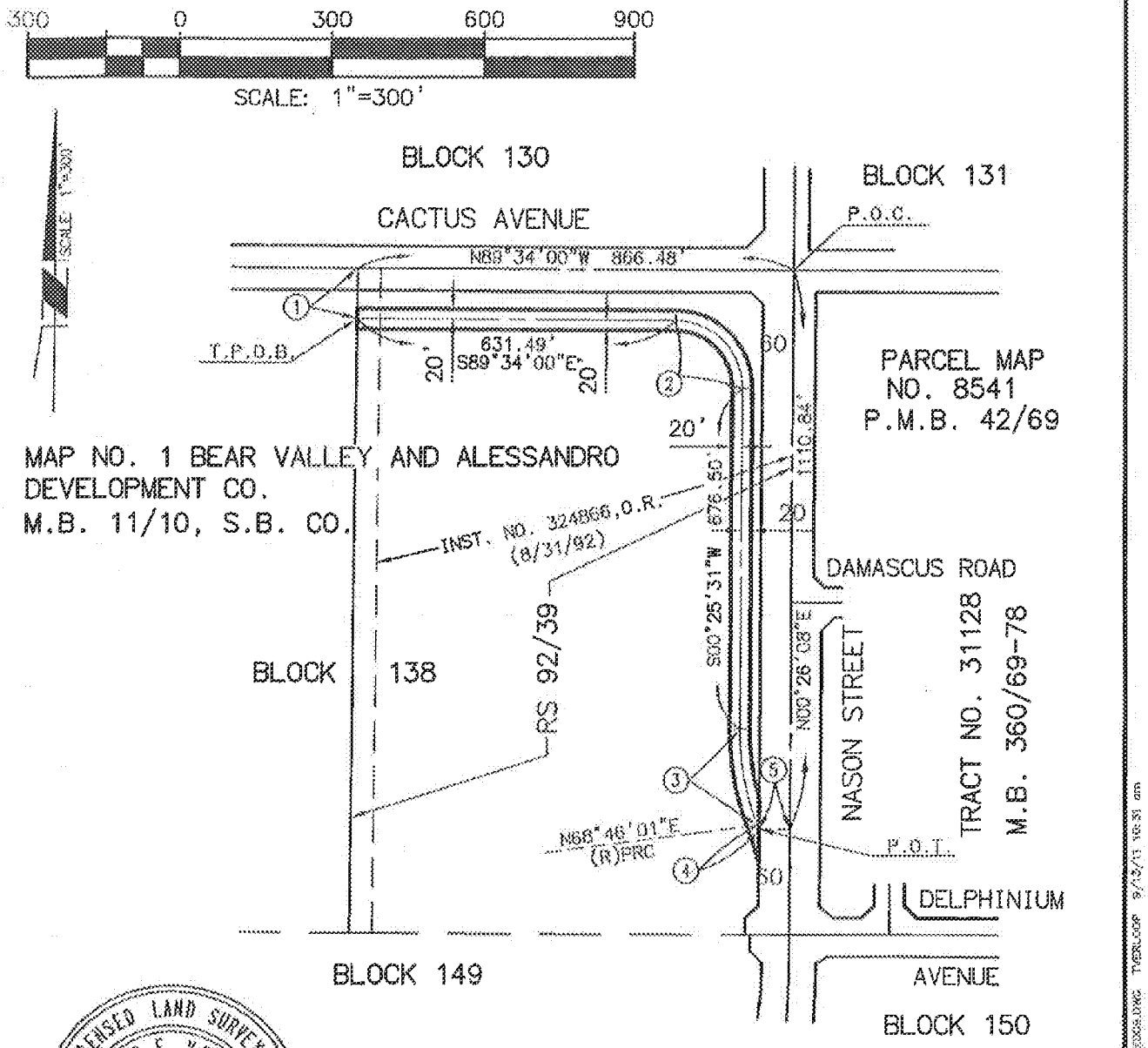

LICENSED LAND SURVEYOR
THOMAS E. VERLOOP
L.S. 5348
Exp. 12/31/11
STATE OF CALIFORNIA

DATA TABLE

(#)	BEARING/DELTA	RADIUS	LENGTH
1	S00°25'25"W	—	100.00'
2	89°59'31"	135.00'	212.04'
3	21°39'30"	517.00'	195.43'
4	01°00'54"	517.00'	9.16'
5	N89°33'52"W	—	60.00'

EXHIBIT "B"

SHEET 1 OF 1 SHEET

FLOOD CONTROL RIGHT OF WAY	LINE "J" STORM DRAIN EASEMENT	RBF CONSULTING — PLANNING & DESIGN & CONSTRUCTION 40810 COUNTY CENTER DRIVE, SUITE 100 TEMECULA, CALIFORNIA 92591-6022 951.676.8042 • FAX 951.676.7240 • www.RBF.com
SEPTEMBER 13, 2011	SCALE 1"=300'	JOB NO. 15101633-M6

Acceptance Certificate

This is to certify that the interest in real property APN 486-300-010, Easement Deed conveyed by the deed or grant dated December 5, 2011 from County of Riverside, political subdivision of the State of California to the City of Moreno Valley, a municipal corporation, in the form attached hereto, is hereby accepted by the undersigned City Engineer on behalf of the City of Moreno Valley pursuant to authority conferred by Resolution No. 94-5 of the City Council of the City of Moreno Valley adopted on January 25, 1994, and the grantee consents to recordation thereof by the City Clerk.

Date: 12/2/11

Prem Kumar, P.E.
Deputy Director of Public Works/Acting City Engineer
City of Moreno Valley

126068
mstr

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed, dated _____ from the CITY OF MORENO VALLEY to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT is hereby accepted by the undersigned officer pursuant to authority conferred by resolution of the Board of Supervisors of said District adopted on May 12, 1961, and the grantee consents to the recordation thereof by its duly authorized officer.

Date_____

By: _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

Project: Moreno MDP Line J, Stage 2
Project No. 4-0-00776
APN: 486-300-010
RCFC Parcel No. 4776-

Recorded at request of, and return to:
Riverside County Flood Control and
Water Conservation District
1995 Market Street
Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Moreno MDP Line J, Stage 2
Project No. 4-0-00776-2
PM 33532/MS 4089
APN 486-280-026

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX $ NONE

RCFC Parcel No. 4776-

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **CITY OF MORENO VALLEY, a municipal corporation**, does hereby remise, release, and forever quitclaim to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic**, all right, title and interest in and to **easements**, situated in the City of Moreno Valley, County of Riverside, State of California, described in:

Easement Deed recorded on December 12, 2011, as Instrument No. 2011-0548111, records of the Recorder's Office, Riverside County, State of California, attached for reference purposes only.

CITY OF MORENO VALLEY,
a municipal corporation:

Date _____

By: _____
TOM OWINGS, Mayor

ATTEST:

JANE HALSTEAD,
Clerk to the City of Moreno Valley

By: _____
City Clerk

(SEAL)

DOC # 2011-0548111
12/12/2011 01:46P Fee:NC
Page 1 of 5
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

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M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
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Recorded at request of, and return to:
City of Moreno Valley
14177 Frederick Street
PO Box 88005
Moreno Valley, CA 92552

NO FEE (GOV. CODE 6103)

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX $ NONE

Moreno MDP Line J-9
Project No. 4-0-00784

C
061

EASEMENT DEED

COUNTY OF RIVERSIDE, political subdivision of the State of California, hereby grants and conveys to the **City of Moreno Valley, a municipal corporation, a drainage easement** for flood control purposes, including but not limited to the construction, use, repair, reconstruction, inspection, operation and maintenance of flood control facilities, and all appurtenant works, including ingress and egress thereto, over, upon, under and across that certain real property situated in the City of Moreno Valley, County of Riverside, State of California, described in legal description attached hereto as Exhibit "A" and as shown in Exhibit "B" and made a part hereof.

Assessor Parcel Number: Portion of 486-280-026

COUNTY OF RIVERSIDE:

Dated: 12/5/2011

By: _____
ROBERT FIELD
Assistant County Executive Officer/EDA

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 11/10/11
SYNTHIA M. GUNZEL DATE

Block 130 Parcel 5

Item No. A.8

MV00205182

STATE OF CALIFORNIA)
)ss
COUNTY OF Riverside)

On Dec. 5, 2011, before me, Candice E. Etter, a Notary Public in and for said County and State, personally appeared Robert Field, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal:

CANDICE E. ETTER
COMM. #1792098
Notary Public - California
Riverside County
My Comm. Expires Feb. 26, 2012

Signature Candice Etter

[SEAL]

Block 130 Parcel 5

RBF CONSULTING
40810 County Center Drive, Suite 100
Temecula, CA 92591

Rev. October 5, 2011
JN 15101633-M16b

EXHIBIT "A"

DRAINAGE EASEMENT

That certain parcel of land situated in the City of Moreno Valley, County of Riverside, State of California, being that portion of Lot 5 of Block 130 of Map No. 1 of the Bear Valley and Alessandro Development Company filed in Book 11, Page 10 of Maps in the Office of the County Recorder of the County of San Bernardino, State of California, within Section 22, Township 3 South, Range 3 West, San Bernardino Meridian, described as follows:

BEGINNING at the intersection of the westerly line of said Lot 5 of Block 130 with the northerly line of Cactus Avenue as described in the document recorded August 31,1999 as Instrument No. 1999-390726 of Official Records in the office of the County Recorder of said Riverside County and as shown on the map filed in Book 94, Pages 63 through 66, inclusive of Records of Survey in the office of the County Recorder of said Riverside County;

Thence along said westerly line of Lot 5 of Block 130 North 00°25'16" East 125.00 feet;

Thence South 89°34'00" East 30.00 feet;

Thence South 00°25'16" West 125.00 feet to said northerly line of Cactus Avenue;

Thence along said northerly line of Cactus Avenue North 89°34'00" West 30.00 feet the **TRUE POINT OF BEGINNING.**

CONTAINING: 3,750 square feet or 0.086 Acres, more or less.

SUBJECT to all covenants, rights, rights-of-way and easements of record.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

This description was prepared by me or under my direction.

10/05/2011

Thomas E. Verloop, PLS 5343 Date
My license expires 12/31/11

LICENSED LAND SURVEYOR
THOMAS E. VERLOOP
L.S. 5343
Exp. 12/31/11
STATE OF CALIFORNIA

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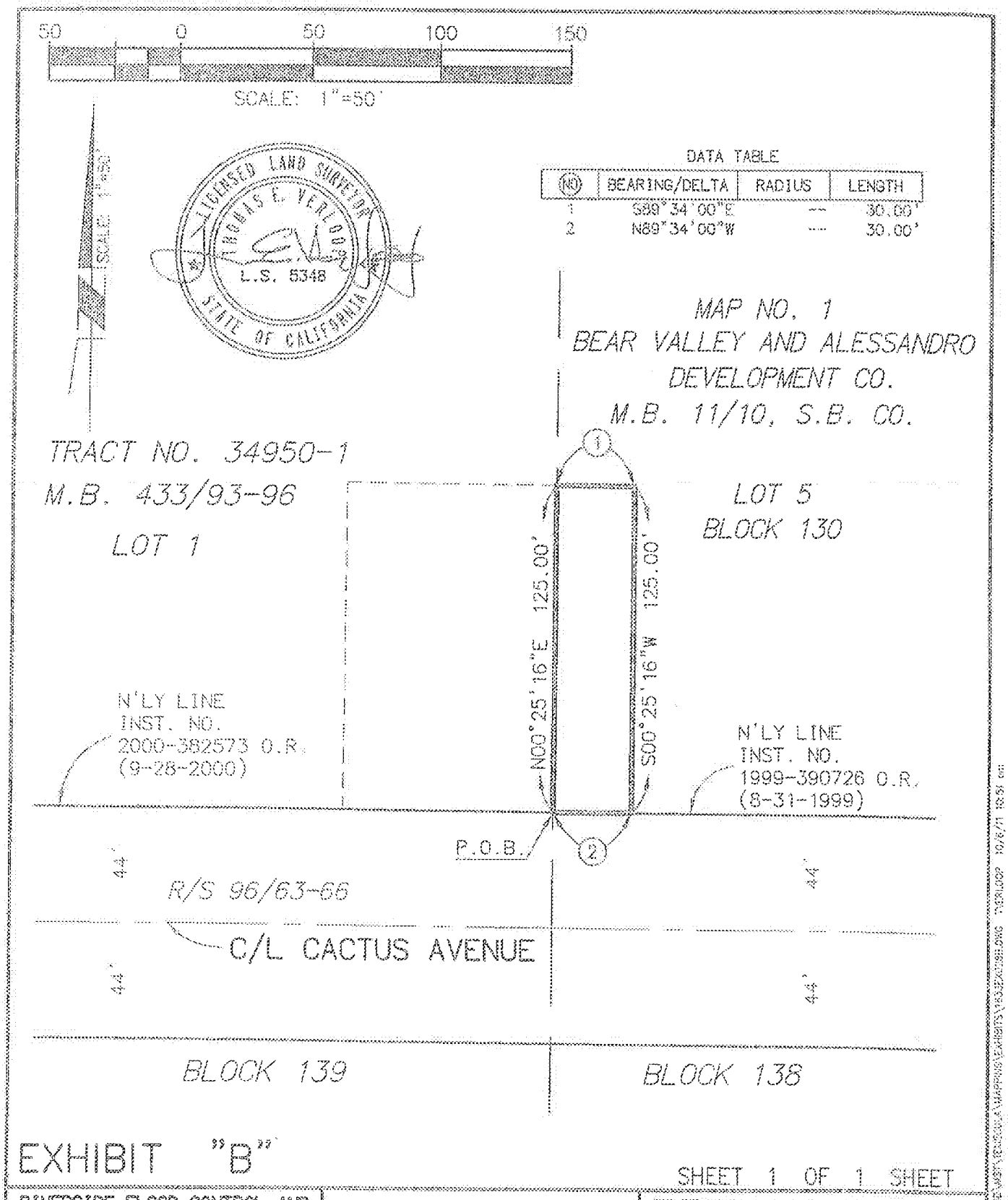

DATA TABLE

NO	BEARING/DELTA	RADIUS	LENGTH
1	S89°34'00"E	---	30.00'
2	N89°34'00"W	---	30.00'

EXHIBIT "B"

SHEET 1 OF 1 SHEET

RIVERSIDE FLOOD CONTROL AND WATER CONSERVATION DISTRICT FLOOD CONTROL RIGHT OF WAY	DRAINAGE EASEMENT	RBF CONSULTING — PLANNING • DESIGN • CONSTRUCTION — 40810 COUNTY CENTER DRIVE, SUITE 100 TEMECULA, CALIFORNIA 92591-6022 951.676.8042 • FAX 951.676.7240 • www.RBF.com
REV. OCTOBER 5, 2011	SCALE 1"=50'	JOB NO. 15101633-M15b

Acceptance Certificate

This is to certify that the interest in real property APN 486-280-026, Easement Deed conveyed by the deed or grant dated December 5, 2011 from County of Riverside, political subdivision of the State of California to the City of Moreno Valley, a municipal corporation, in the form attached hereto, is hereby accepted by the undersigned City Engineer on behalf of the City of Moreno Valley pursuant to authority conferred by Resolution No. 94-5 of the City Council of the City of Moreno Valley adopted on January 25, 1994, and the grantee consents to recordation thereof by the City Clerk.

Date: 12/7/11

Prem Kumar, P.E.
Deputy Director of Public Works/Acting City Engineer
City of Moreno Valley

126068
mstr

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed, dated ..... from the CITY OF MORENO VALLEY to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT is hereby accepted by the undersigned officer pursuant to authority conferred by resolution of the Board of Supervisors of said District adopted on May 12, 1961, and the grantee consents to the recordation thereof by its duly authorized officer.

Date.....

By: .....
WARREN D. WILLIAMS
General Manager-Chief Engineer

Project: Moreno MDP Line J, Stage 2
Project No. 4-0-00776
APN: 486-280-026
RCFC Parcel No. 4776-

Recorded at request of, and return to:
Riverside County Flood Control and
Water Conservation District
1995 Market Street
Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Moreno MDP Line J, Stage 2
Project No. 4-0-00776-2
PM 33532/MS 4089
APN 486-280-045

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX $ NONE

RCFC Parcel No. 4776-

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **CITY OF MORENO VALLEY, a municipal corporation**, does hereby remise, release, and forever quitclaim to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic**, all right, title and interest in and to **easements**, situated in the City of Moreno Valley, County of Riverside, State of California, described in:

Easement Deed recorded on March 21, 2012, as Instrument No. 2012-0130583, records of the Recorder's Office, Riverside County, State of California, attached for reference purposes only.

CITY OF MORENO VALLEY,
a municipal corporation:

Date _____

By: _____
TOM OWINGS, Mayor

ATTEST:

JANE HALSTEAD,
Clerk to the City of Moreno Valley

By: _____
City Clerk

(SEAL)

Recorded at request of, and return to:
City of Moreno Valley
14177 Frederick Street
PO Box 88005
Moreno Valley, CA 92552

DOC # 2012-0130583
03/21/2012 11:47A Fee:NC
Page 1 of 5
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

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002

NO FEE (GOV. CODE 6103)

Moreno MDP Line J-9
Project No. 4-0-00784

DOCUMENTARY TRANSFER TAX $ NONE

EASEMENT DEED

MORENO VALLEY PROPERTIES, a Delaware limited partnership, hereby Dedicates in Perpetuity to the City of Moreno Valley, a drainage easement for flood control purposes, including but not limited to the construction, use, repair, reconstruction, inspection, operation and maintenance of flood control facilities, and all appurtenant works, including ingress and egress thereto, over, upon, under and across that certain real property, situated in the City of Moreno Valley, County of Riverside, State of California, described in legal description attached hereto as Exhibit "A" and as shown in Exhibit "B" and made a part hereof.

Assessor Parcel Number: Portion of 486-280-045

MORENO VALLEY PROPERTIES,
a Delaware limited partnership:

Dated: 11-17-11

By: _____
(signature)

IDDO BENZEVI
(print)

Title: PRESIDENT & CEO

Dated: _____

By: _____
(signature)

_____
(print)

Title: _____

(Notary Attached)

Tract 34950-1 Lot 1

Item No. A.8

MV00205190

NOTARY ACKNOWLEDGMENT

State of CALIFORNIA
County of RIVERSIDE } ss.

On 11-17-11, before me, LORINNE J. PHILLIPS, a Notary Public, personally appeared IDDO BENZEEVI,

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

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

WITNESS my hand and official seal.

LORINNE J. PHILLIPS
COMM #1866955
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Commission Expires October 2, 2013

Signature of Notary

Notary Seal

RBF CONSULTING
40810 County Center Drive, Suite 100
Temecula, CA 92591

Rev. October 5, 2011
JN 15101633-M16

EXHIBIT "A"

DRAINAGE AND TEMPORARY ACCESS EASEMENT

That certain parcel of land situated in the City of Moreno Valley, County of Riverside, State of California, being that portion of Lot 1 of Tract No. 34950-1 as shown on the map filed in Book 433, Pages 93 through 96, inclusive, of Maps in the Office of the County Recorder of said Riverside County, California, within Section 22, Township 3 South, Range 3 West, San Bernardino Meridian, described in parcels as follows:

BEGINNING at the southeasterly corner of said Lot 1, being on the northerly line of Cactus Avenue as described in the document recorded September 28, 2000 as Instrument No. 2000-382573 of Official Records in the office of the County Recorder of said Riverside County and as shown on the map filed in Book 94, Pages 63 through 66, inclusive of Records of Survey in the office of the County Recorder of said Riverside County;

Thence along the southerly line of said Lot 1 and said northerly line of Cactus Avenue North 89°34'00" West 80.00 feet;

Thence North 00°25'16" East 125.00 feet;

Thence South 89°34'00" East 80.00 feet to said easterly line of Lot 1;

Thence along said easterly line of Lot 1 South 00°25'16" West 125.00 feet to the **POINT OF BEGINNING.**

CONTAINING: 10,000 square feet or 0.230 Acres, more or less.

SUBJECT to all covenants, rights, rights-of-way and easements of record.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

This description was prepared by me or under my direction.

10/05/2011
Thomas E. Verloop, PLS 5348 Date
My license expires 12/31/11

LICENSED LAND SURVEYOR
THOMAS E. VERLOOP
L.S. 5348
Exp. 12/31/11
STATE OF CALIFORNIA

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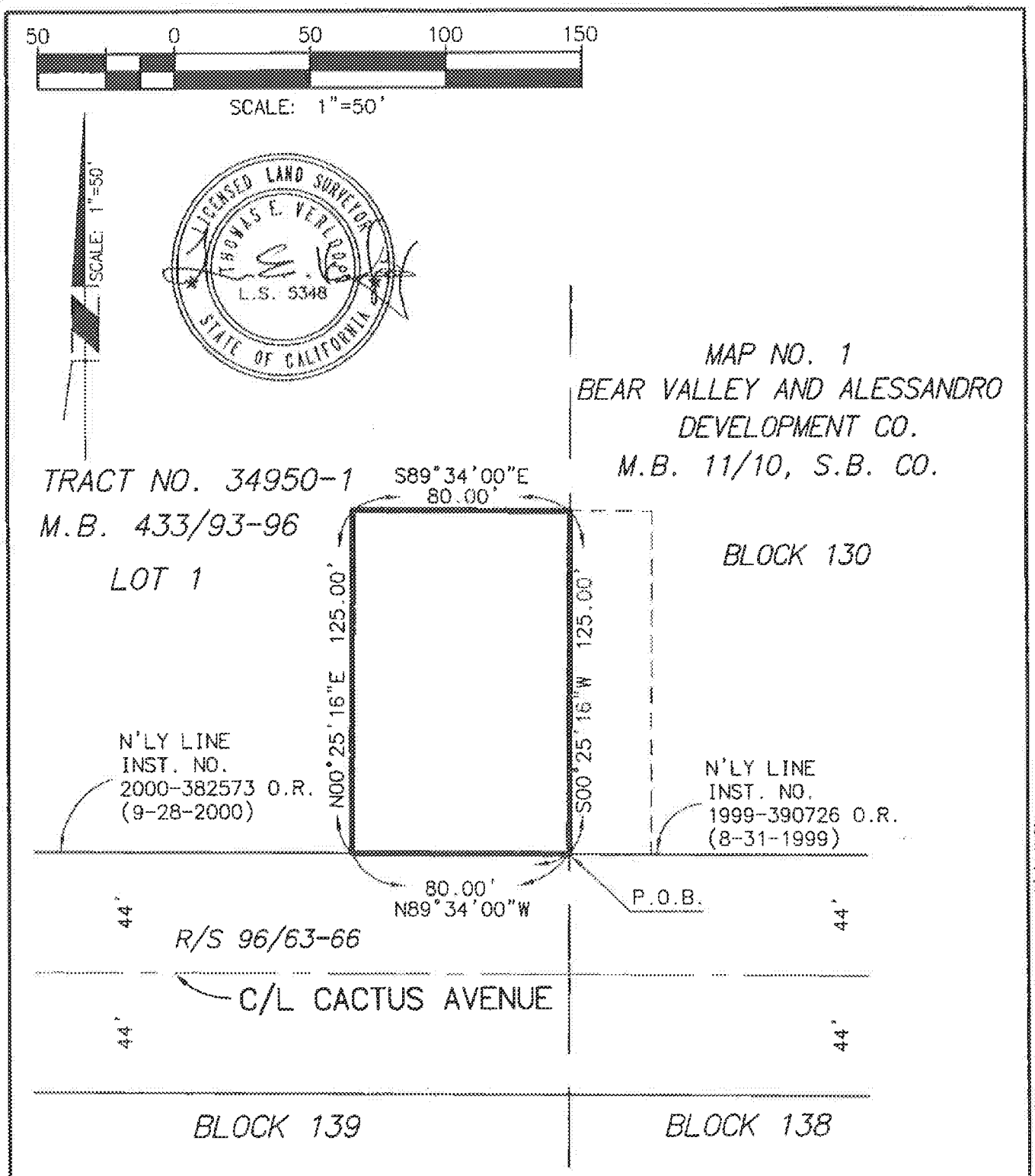

EXHIBIT "B"

SHEET 1 OF 1 SHEET

RIVERSIDE FLOOD CONTROL AND WATER CONSERVATION DISTRICT FLOOD CONTROL RIGHT OF WAY	DRAINAGE EASEMENT AND TEMPORARY ACCESS EASEMENT	RBF CONSULTING — PLANNING • DESIGN • CONSTRUCTION 40810 COUNTY CENTER DRIVE, SUITE 100 TEMECULA, CALIFORNIA 92591-6022 951.676.8042 • FAX 951.676.7240 • www.RBF.com
REV. OCTOBER 5, 2011	SCALE 1"=50'	JOB NO. 15101633-M16

Acceptance Certificate

This is to certify that the interest in real property APN 486-280-045, Easement Deed conveyed by the deed or grant dated November 17, 2011 from Moreno Valley Properties, a Delaware limited partnership to the City of Moreno Valley, a municipal corporation, in the form attached hereto, is hereby accepted by the undersigned City Engineer on behalf of the City of Moreno Valley pursuant to authority conferred by Resolution No. 94-5 of the City Council of the City of Moreno Valley adopted on January 25, 1994, and the grantee consents to recordation thereof by the City Clerk.

Date: 3/19/12

for **Ahmad R. Ansari, P.E.**
Public Works Director/City Engineer
City of Moreno Valley

126068
mtt

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed, dated _____ from the CITY OF MORENO VALLEY to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT is hereby accepted by the undersigned officer pursuant to authority conferred by resolution of the Board of Supervisors of said District adopted on May 12, 1961, and the grantee consents to the recordation thereof by its duly authorized officer.

Date_____

By: _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

Project: Moreno MDP Line J, Stage 2
Project No. 4-0-00776
APN: 486-280-045
RCFC Parcel No. 4776-

Recorded at request of, and return to:
Riverside County Flood Control and
Water Conservation District
1995 Market Street
Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Moreno MDP Line J, Stage 2
Project No. 4-0-00776-2
PM 33532/MS 4089
APN 486-300-011

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX $ NONE

RCFC Parcel No. 4776-

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **CITY OF MORENO VALLEY, a municipal corporation**, does hereby remise, release, and forever quitclaim to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic**, all right, title and interest in and to **easements**, situated in the City of Moreno Valley, County of Riverside, State of California, described in:

Easement Deed recorded on March 21, 2012, as Instrument No. 2012-0130584, records of the Recorder's Office, Riverside County, State of California, attached for reference purposes only.

CITY OF MORENO VALLEY,
a municipal corporation:

Date .....

By: .....
TOM OWINGS, Mayor

ATTEST:

JANE HALSTEAD,
Clerk to the City of Moreno Valley

By: .....
City Clerk

(SEAL)

Recorded at request of, and return to:
City of Moreno Valley
14177 Frederick Street
PO Box 88005
Moreno Valley, CA 92552

NO FEE (GOV. CODE 6103)

DOC # 2012-0130584
03/21/2012 11:47A Fee:NC
Page 1 of 8
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

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Moreno MDP Line J
Project No. 4-0-00776

DOCUMENTARY TRANSFER TAX $ NONE

C
002

EASEMENT DEED

MORENO VALLEY PROPERTIES, a Delaware limited partnership, hereby Dedicates in Perpetuity to the City of Moreno Valley, a storm drain easement for flood control and drainage purposes, including but not limited to the construction, use, repair, reconstruction, inspection, operation and maintenance of storm drain facilities, and all appurtenant works, including ingress and egress thereto, over, upon, under and across that certain real property situated in the City of Moreno Valley, County of Riverside, State of California, described in legal description attached hereto as Exhibit "A" and as shown in Exhibit "B" and made a part hereof.

Assessor Parcel Number: Portion of 486-300-011

MORENO VALLEY PROPERTIES,
a Delaware limited partnership:

Dated: 11-17-11

By: _____
(signature)

IDDO BENZEVI
(print)

Title: PRESIDENT & CEO

Dated: _____

By: _____
(signature)

_____
(print)

Title: _____

(Notary Attached)

Blocks 138 & 139

Item No. A.8

MV00205198

NOTARY ACKNOWLEDGMENT

State of CALIFORNIA
County of RIVERSIDE } ss.

On 11-17-11, before me, LORINNE J PHILLIPS a Notary Public,
personally appeared IDOO BENZEEVI,

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

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

WITNESS my hand and official seal.

Signature of Notary

LORINNE J. PHILLIPS
COMM #1868955
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Commission Expires October 2, 2013

Notary Seal

RBF CONSULTING
40810 County Center Drive, Suite 100
Temecula, CA 92591

September 13, 2011
JN 15101633-M7

EXHIBIT "A"
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

LINE "J" STORM DRAIN EASEMENT

That certain parcel of land situated in the City of Moreno Valley, County of Riverside, State of California, being those portions of Blocks 138 and 139 of Map No. 1 of the Bear Valley and Alessandro Development Company filed in Book 11, Page 10 of Maps in the Office of the County Recorder of the County of San Bernardino, State of California, within Section 16, Township 3 South, Range 3 West, San Bernardino Meridian, included within a strip of land 40.00 feet wide, the centerline of said strip being described as follows:

COMMENCING at the centerline intersection of Nason Street with Cactus Avenue as shown on a map filed in Book 92, Page 39 of Records of Surveys in the Office of the Riverside County Recorder;

thence along said centerline of Cactus Avenue North 89°34'00" West 866.48 feet to the westerly line of the parcel of land shown on said record of survey map;

thence along said westerly line South 00°25'25" West 100.00 feet to the **TRUE POINT OF BEGINNING;**

thence along a line parallel with said centerline of Cactus Avenue North 89°34'00" West 1728.96 feet to the beginning of a tangent curve concave northeasterly and having a radius of 45.00 feet;

thence along said curve northwesterly 70.78 feet through a central angle of 90°07'15";

thence tangent from said curve North 00°33'15" East 10.91 feet to a line parallel with and 44.00 feet southerly from said centerline of Cactus Avenue and the **POINT OF TERMINATION.**

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Said strip of land shall be lengthened or shortened so as to terminate easterly in said westerly line of the parcel of land shown on said record of survey map and northerly in said line parallel with and 44.00 feet southerly from said centerline of Cactus Avenue.

CONTAINING: 1.66 Acres, more or less.

SUBJECT to all covenants, rights, rights-of-way and easements of record.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

This description was prepared by me or under my direction.

03/01/2012

Thomas E. Verloop, P.L.S. 5348 Date:
My license expires 12/31/13

LICENSED LAND SURVEYOR
THOMAS E. VERLOOP
L.S. 5348
Exp. 12/31/13
STATE OF CALIFORNIA

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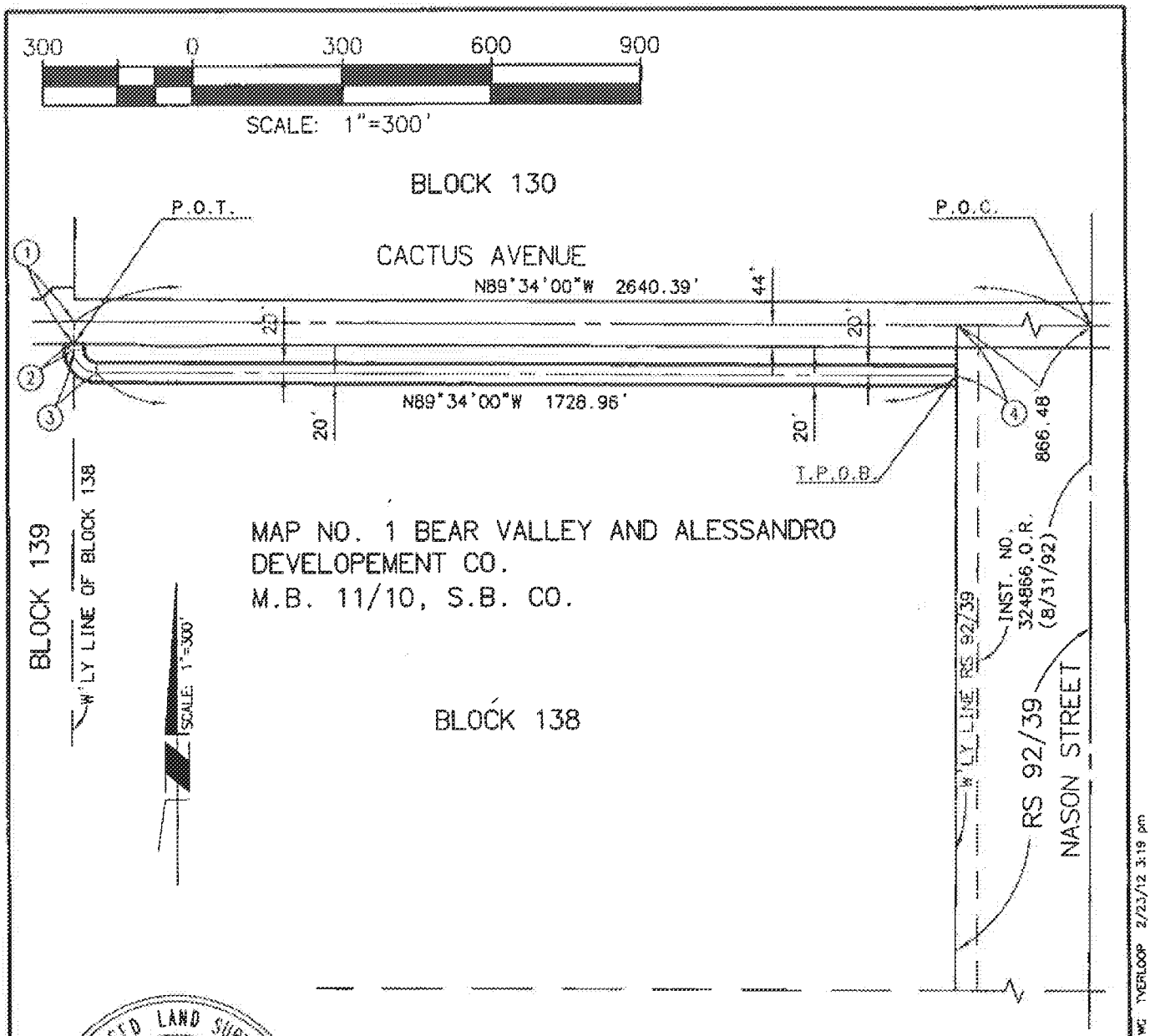

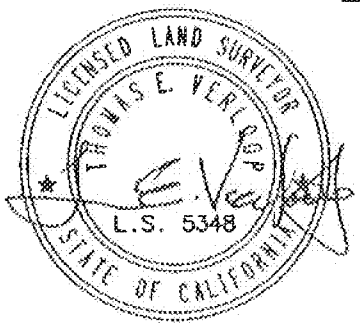

DATA TABLE

(NO)	BEARING/DELTA	RADIUS	LENGTH
1	N00°26'00"E	—	44.00'
2	N00°33'15"E	—	10.91'
3	90°07'15"	45.00'	70.78'
4	S00°25'25"W	—	100.00'

EXHIBIT "B"

SHEET 1 OF 1 SHEET

RIVERSIDE FLOOD CONTROL AND WATER CONSERVATION DISTRICT FLOOD CONTROL RIGHT OF WAY	LINE "J" STORM DRAIN EASEMENT	RBF CONSULTING PLANNING • DESIGN • CONSTRUCTION 40810 COUNTY CENTER DRIVE, SUITE 100 TEMECULA, CALIFORNIA 92591-6022 951 676 8042 • FAX 951 676 7240 • www.RBF.com
SEPTEMBER 13, 2011	SCALE 1"=300'	JOB NO. 15101633-M7

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Item No. A.8

MV00205202

Acceptance Certificate

This is to certify that the interest in real property APN 486-300-011, Easement Deed conveyed by the deed or grant dated November 17, 2011 from Moreno Valley Properties, a Delaware limited partnership to the City of Moreno Valley, a municipal corporation, in the form attached hereto, is hereby accepted by the undersigned City Engineer on behalf of the City of Moreno Valley pursuant to authority conferred by Resolution No. 94-5 of the City Council of the City of Moreno Valley adopted on January 25, 1994, and the grantee consents to recordation thereof by the City Clerk.

Date: 3/19/12

for **Ahmad R. Ansari, P.E.**
Public Works Director/City Engineer
City of Moreno Valley

MV00205203

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed, dated _____ from the CITY OF MORENO VALLEY to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT is hereby accepted by the undersigned officer pursuant to authority conferred by resolution of the Board of Supervisors of said District adopted on May 12, 1961, and the grantee consents to the recordation thereof by its duly authorized officer.

Date_____

By: _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

Project: Moreno MDP Line J, Stage 2
Project No. 4-0-00776
APN: 486-300-011
RCFC Parcel No. 4776-

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MV00205205

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad Ansari, Public Works Director/City Engineer and John Terell, Interim Community & Economic Development Director

AGENDA DATE: June 11, 2013

TITLE: PARCEL MAP 35150 – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTIONS OF SAN MICHELE ROAD, INDIAN STREET, NANDINA AVENUE AND HEACOCK STREET ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

RECOMMENDED ACTION

Recommendations:

1. Adopt the proposed Resolution No. 2013-39 authorizing the acceptance of the public improvements within Parcel Map 35150 as complete and accepting the portions of San Michele Road, Indian Street, Nandina Avenue and Heacock Street associated with the project into the City's Maintained Street system.

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 60 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

BACKGROUND

On July 12, 2007, the Planning Commission of the City of Moreno Valley approved the Conditions of Approval and Mitigation Monitoring Program for Tentative Parcel Map 35150. This industrial project is located on approximately 53.27 acres of land located at the southwest corner of Indian Street and San Michele Road.

On July 8, 2008, the City Council of the City of Moreno Valley approved Final Map 35150 and accepted the Public Improvement Agreement and security. On August 28, 2012, the City Council of the City of Moreno Valley approved the substitution agreement and security. The developer was required to construct all public street improvements that included, but are not limited to, asphalt pavement, curb, gutter, sidewalk, driveway approaches, street lights, landscaping, storm drain, sewer and water. The Agreement for Public Improvements required the developer to provide security for the appropriate improvements. Parcel Map 35150 provided a Faithful Performance cash security in the amount of $7,721,000 and a Material and Labor cash security in the amount of $3,860,500. The cash security is held by First American Title Insurance Company.

On February 26, 2013, the City Engineer authorized an eighty percent (80%) reduction to the faithful performance security in the amount of $6,176,800. The material and labor security was not reduced.

The required improvements received on-going inspection during the construction process. Upon completion of the improvements, Community & Economic Development Department/Land Development performed an inspection, and a punch list was generated. The required corrective actions have been completed, and the improvements are now eligible for acceptance into the City's maintained street system.

DISCUSSION

The completed improvements have received a final inspection, and the improvements were completed in accordance with the approved plans and the standards of the City of Moreno Valley. In accordance with the Streets and Highway Code, the method for acceptance of improvements, per Section 1806, (a), and (b), is by action of the governing body, by resolution.

It is therefore appropriate to accept those improvements into the City's maintained street system and to provide a 90% reduction to the Faithful Performance security of $7,721,000 held by First American Title Insurance Company of America. As there has been one partial reduction provided earlier, the amount remaining to reach the 90% reduction is Seven Hundred Seventy-Two Thousand One Hundred dollars ($772,100.00). Sixty days after City Council approves the Faithful Performance Bond reduction, the Material and Labor Bond will be exonerated by the City Engineer provided there are no stop notices or liens on file with the City Clerk. The remaining 10% of the bond will be held for the one-year guarantee and warranty period. At the end of the guarantee and warranty period the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Adopt the proposed Resolution authorizing the acceptance of the public improvements within Parcel Map 35150 as complete and accepting the portions of San Michele Road, Indian Street, Nandina Avenue and Heacock Street associated with the project into the City's Maintained Street system. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate

the Material and Labor Bond in 60 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

2. Do not adopt the proposed Resolution authorizing the acceptance of the public improvements within Parcel Map 35150 as complete and accepting the portions of San Michele Road, Indian Street, Nandina Avenue and Heacock Street associated with the project into the City's Maintained Street system. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 60 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

FISCAL IMPACT

The acceptance of these street improvements into the City's maintained street system will create an additional fiscal impact to the street maintenance program of the City (Fund 2000-Gas Tax, Fund 2001-Measure "A", and Fund 2008-NPDES. Fund 2000 is restricted to the construction and maintenance of streets and roadways. Fund 2001 is restricted for transportation projects only for the purposes of construction, maintenance and operation of streets and roadways. The County Service Area (CSA) levy collected from property owners support current NPDES Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the CSA 2008 annual levy are restricted for use only within the Storm Water Management program).

NOTIFICATION

Publication of agenda

ATTACHMENTS

Attachment 1 – Vicinity Map
Attachment 2 – Proposed Resolution

Prepared By:
Liz Plazola
Sr. Administrative Assistant

Department Head Approval:
Ahmad R. Ansari
Public Works Director/City Engineer

Concurred By:
Mark W. Sambito, P.E.
Engineering Division Manager

Department Head Approval:
John Terell
Interim Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

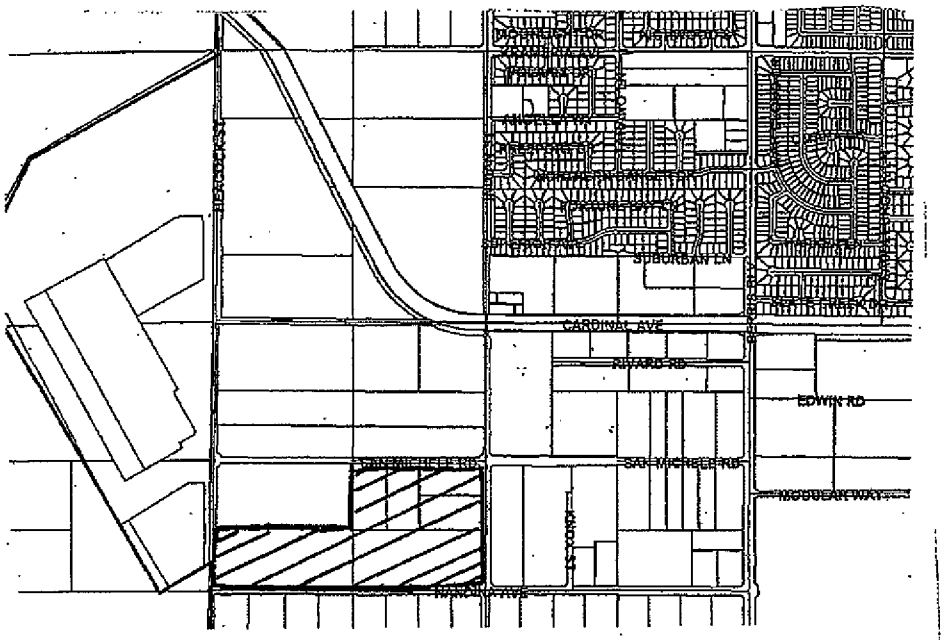

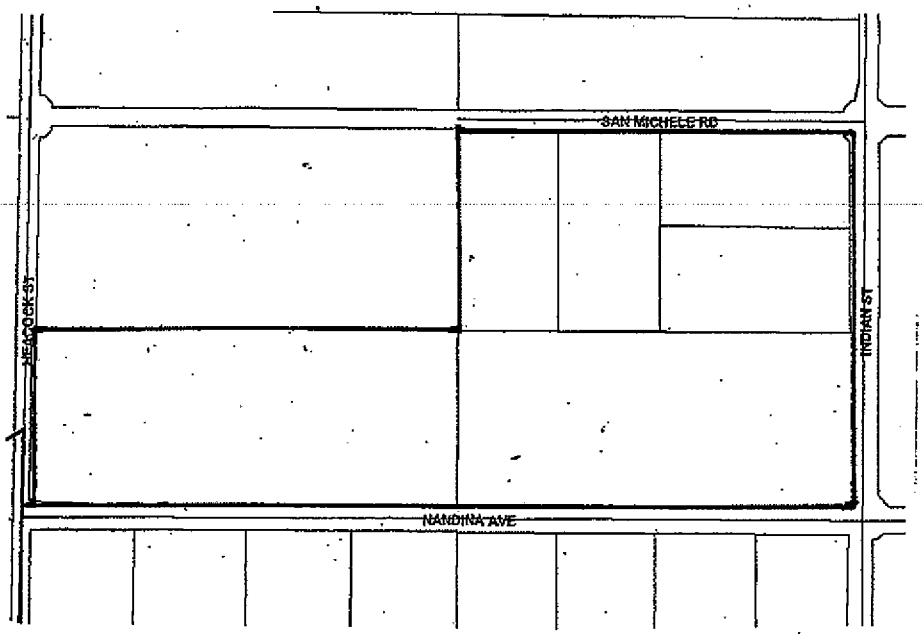

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** Attachment 1	**PARCEL MAP 35150** **VICINITY MAP**

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Item No. A.9

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MV00205211

RESOLUTION NO. 2013-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE WITHIN PARCEL MAP 35150 AND ACCEPTING THE PORTIONS OF SAN MICHELE ROAD, INDIAN STREET, NANDINA AVENUE AND HEACOCK STREET ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by FR/CAL Moreno Valley, LLC on San Michele Road, Indian Street, Nandina Avenue and Heacock Street associated with the project were constructed according to the approved plans on file with the City of Moreno Valley and

WHEREAS, the City Engineer has determined that those improvements were inspected during construction and were completed in an acceptable manner and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public improvements as complete within Parcel Map 35150 and accept San Michele Road, Indian Street, Nandina Avenue and Heacock Street associated with the project into the City's maintained street system and

WHEREAS, it is in accordance with Streets and Highway Code, Section 1806, (a) and (b), for City Council to perform this action by resolution

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: that the public improvements within Parcel Map 35150 are complete, and San Michele Road, Indian Street, Nandina Avenue and Heacock Street associated with the project are accepted into the City's maintained street system.

APPROVED AND ADOPTED this 11th day of June, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-39 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	<CityManager>

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: June 11, 2013

TITLE: APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND ELECTRIC RATE SCHEDULE ED - ECONOMIC DEVELOPMENT RATE FOR MORENO VALLEY UTILITY

RECOMMENDED ACTION

Recommendations:

1. Approve Resolution No. 2013-46 amending Electric Rate Schedule ED – Economic Development Rate for Moreno Valley Utility.

2. Authorize the City Manager to execute, on behalf of the City Council, the amended Economic Development Rate Agreement for New or Expanded Load Electric Service Customer pursuant to Schedule ED - Economic Development Rate.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

One of the primary reasons for the creation of the electric utility was to promote a competitive economic climate. The ability to attract businesses and jobs to the City through economic development incentives such as discounted electric rates is an important tool to bring jobs to the City, while expanding its tax base.

On June 12, 2012, the City Council approved Resolution No. 2012-44 adopting two new electric rate schedules that will give the City the ability to provide additional economic incentives to attract new businesses and retain existing businesses in the City.

DISCUSSION

The Economic Development Electric Rate Incentive Program is a two-year pilot program that consists of a discounted electric rate based on certain criteria. The discounted rate as currently approved for new businesses would be in effect for six to twelve years, and is separated into four tiers, as shown below. Staff is recommending the addition of a fifth tier, to be applied at the City Manager's discretion, to new businesses that locate a regional corporate office in the City that is a minimum of 50,000 square feet in size, have perishable space of at least 200,000 square feet, and provide a minimum of 200 jobs. Tier 5 is an 18-year discounted electric rate of 20%.

NEW BUSINESSES

- Targeted industries
  - Logistics/Distribution
  - Healthcare
- Building size
  - Logistics/Distribution 500,000 sf minimum
    - Tier 5 Discount Rate
      - Regional Corporate Office Space 50,000 sf minimum
      - Perishable Space 200,000 sf minimum
  - Healthcare 100,000 sf minimum
- Job creation
  - Tier 1 discount rate: 150 to 499 jobs
  - Tier 2 discount rate: 500 to 999 jobs
  - Tier 3 discount rate: more than 1,000 jobs
  - Tier 4 discount rate: minimum of 350 jobs
  - Tier 5 discount rate: minimum of 200 jobs
- City Revenue Producer – either sales tax or use tax generation
  - Tier 1a
  - Tier 4: minimum of $40,000 annual sales tax revenue to City
- Minimum electric load of 500 kW demand

	Tier 1/Tier 1a	Tier 2	Tier 3	Tier 4	Tier 5
Years 1 - 2	15%	20%	20%	20%	20%
Years 3 - 4	12%	15%	20%	20%	20%
Years 5 - 6	10%	10%	15%	20%	20%
Years 7 - 12	-	-	-	20%	20%
Years 13 - 18					20%

ALTERNATIVES

1. Approve proposed resolution amending Electric Rate Schedule ED - Economic Development Rate and associated agreement for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *The amendment of the Electric Rates will allow the City's utility to offer competitive rates to attract new businesses.*

2. Do not approve proposed resolution amending the Electric Rate Schedule ED – Economic Development Rate and associated agreement for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *This would restrict the City's utility in its ability to offer competitive rates and attract new businesses.*

FISCAL IMPACT

The estimated average annual customer savings under the New Business Program/Expanded Load Program is described in the table below:

	Tier 1/Tier 1a	**Tier 2**	**Tier 3**	**Tier 4**	**Tier 5**
Average max demand of 1 MW	$100,878	$122,690	$149,954	$163,586	$163,586
Average max demand of 750 kW	$72,244	$87,865	$107,390	$117,153	$117,153
Average max demand of 580 kW	$53,945	$65,609	$80,189	$87,479	$87,479

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:
The municipal electric utility will generate revenues from attracting businesses that will provide funding for City programs and services over time. These revenues will help achieve important financial goals of the City.

POSITIVE ENVIRONMENT:
The proposed ED rate amendment helps to create a positive environment for economic development within the community. The City of Moreno Valley will offer competitive rates and will help the City attract new businesses and jobs for the community.

NOTIFICATION

Posting of the agenda.

ATTACHMENTS

Attachment 1 – Proposed Resolution
Attachment 2 – Electric Rate Schedule ED – Economic Development Rate
Attachment 3 – Economic Development Rate Agreement for New or Expanded Load Electric Service Customer

Prepared By:
Jeannette Olko
Electric Utility Division Manager

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND ELECTRIC RATE SCHEDULE ED – ECONOMIC DEVELOPMENT RATE AND ASSOCIATED AGREEMENT FOR MORENO VALLEY UTILITY

WHEREAS, the City of Moreno Valley (the "City"), a municipal corporation, is authorized pursuant to Article XI, Section 9(a) of the California Constitution to establish, purchase, and operate public works to furnish its inhabitants with light, water, power, heat, transportation, or means of communication; and

WHEREAS, on June 26, 2001, the City Council of the City of Moreno Valley approved Resolution No. 2001-33 and, as amended by Resolution 2002-46, authorized the formation of a municipally owned utility for the purpose of providing electrical power, storm water, telephone telecommunications, cable TV, water, natural gas, and sanitary sewer; and

WHEREAS, on July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges document for Moreno Valley Utility which states, in part, that the rates to be charged by and paid to the City for electric service will be the rates legally in effect and on file with the City Council; and

WHEREAS, there are sections of the Electric Service Rules, Fees and Charges document that contain rules which define the terms and conditions under which electric service will be provided to the customer; and

WHEREAS, there are rules, fees, charges, and rates associated with providing the services identified in the document. These rules, fees, charges, and rates are deemed necessary and equitable for services rendered and are required to fund in whole or in part, all of the services required to facilitate the delivery of electric distribution pursuant to the rules; and

WHEREAS, Urgency Ordinance No. 651 was adopted by the City Council on December 9, 2003, allowing for the adoption of rates by resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The City Council hereby adopts the amended Moreno Valley Utility Electric Rates to include the amended rate schedule and associated agreement for the Economic Development Rate – New Business or Expanded Load Customers as on file in the Public Works Department.

APPROVED AND ADOPTED this 11th day of June, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-46 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00205221

SCHEDULE ED – ECONOMIC DEVELOPMENT ("ED") RATE

Applicability

Commercial or industrial end-use customers that would otherwise receive service under Electric Rate Schedule TOU-LGS (Time of Use-Large General Service) and meet certain criteria as established and adopted by resolution of the City Council of the City of Moreno Valley may take advantage of the ED rate as a New Customer or Expanded Load Customer. This ED rate is applicable to all or part of the services provided to New Customers and Expanded Load Customers, as such terms are defined herein.

1. A New Customer shall be a customer seeking to locate a new business or relocate an existing business (not currently located within the territory served by Moreno Valley Utility) within Moreno Valley Utility's service territory.
2. An Expanded Load Customer shall be an existing Moreno Valley Utility TOU-LGS customer that is adding new load to Moreno Valley by a minimum of 200 kW based upon the customer's past electrical demand as determined by Moreno Valley Utility. The expanded load can be at the customer's current site, or at a new site within the Moreno Valley Utility service territory. The ED rate will only be applied to the expanded load as determined in Section 5 below.
3. A New Customer shall meet the following criteria:
    a. Targeted industries
        i. Logistics/Distribution
        ii. Medical/Healthcare
        iii. Auto Dealerships
    b. Building/Area size
        i. Logistics/Distribution 500,000 sf minimum
            1. Tier 5 Discount Rate
                a. Regional Corporate Office Space 50,000 sf minimum
                b. Perishable Space 200,000 sf minimum
        ii. Medical/Healthcare 100,000 sf minimum
        iii. Auto Dealerships 5 acres
    c. Job Creation
        i. Tier 1 Discount Rate 150 – 499 jobs
        ii. Tier 2 Discount Rate 500 – 999 jobs
        iii. Tier 3 Discount Rate greater than 1000 jobs
        iv. Tier 4 Discount Rate 350 jobs minimum
        v. Tier 5 Discount Rate 200 jobs minimum
    d. City Revenue Producer – either sales tax or use tax generation
        i. Tier 1a Discount Rate
        ii. Tier 4 Discount Rate minimum $40,000 annual sales tax revenue to the City

Territory

Within the entire territory served by Moreno Valley Utility.

Character of Service

The service provided hereunder shall be alternating current with regulated frequency of 60 hertz, three-phase, or a combination single and three-phase served through one meter, at a standard voltage not to exceed 480 volts, or as may be specified by the Electric Division. To be eligible to participate all customers must have a demand meter.

Rates

Except as provided herein, or in the Economic Development Rate Agreement, all charges and provisions of the customer's otherwise applicable rate schedule shall apply. The applicable Energy Charge and Demand Charge under the customer's otherwise applicable rate schedule will be reduced as follows:

	Tier 1/Tier 1a	Tier 2	Tier 3	Tier 4	Tier 5
Years 1 - 2	15%	20%	20%	20%	20%
Years 3 - 4	12%	15%	20%	20%	20%
Years 5 – 6	10%	10%	15%	20%	20%
Years 7 -12	-	-	-	20%	20%
Years 13 - 18					20%

Special Conditions

1. Term: Economic Development Rate Agreements entered into under this Schedule shall be for a single six-year term, except for Tier 4, which shall be for a single twelve-year term and Tier 5, which shall be for a single eighteen-year term.
2. Approval: Application of this Rate Schedule shall be subject to the approval of the City Manager or his designee, based on meeting the eligibility criteria outlined herein.
3. Agreement: The customer must sign a standard Moreno Valley Economic Development Rate Agreement in order for the rates under this Schedule to be applicable. In addition to the other terms of this Schedule, the Economic Development Rate Agreement shall require the customer to reimburse Moreno Valley for all rate reductions received under this Schedule, if the customer fails to maintain the required minimum load during the applicable term of the Agreement.
4. Minimum Load: Customers qualifying under this Schedule as a New Customer with a projected minimum monthly electric demand of at least 500 kW or as an Expanded Load Customer under Applicability Sections 1and 2 above, respectively, must agree

to maintain a minimum level of load for six years for Tier 1/1a, Tier 2, and Tier 3 discounts, twelve years for Tier 4 discount, and eighteen years for Tier 5 discount from the date service is first rendered under this Schedule as set forth in the Economic Development Rate Agreement.

5. Base Period Usage: Base Period Usage shall be established and agreed to in the Economic Development Rate Agreement for Expanded Load Customers. Base Period Usage shall be the average monthly energy use and demand for the customer during the last three years of service to the customer, from the date ending the last payment period before the date of the Agreement. Expanded Load qualifying for the rate under this Schedule shall be measured as the difference between the new monthly, meter documented energy use and demand, and the Base Period Usage.
6. State Mandated Public Purpose Program Charge: All bills rendered under this Schedule shall be subject to the Public Purpose Program Charge as established by the City Council.
7. Miscellaneous Fees and Charges: Rates charged pursuant to this Schedule shall be subject to any Energy Users Taxes, Utility Users Taxes, and any other governmental taxes, duties, or fees which are applicable to Electric Service provided to Customer by the City of Moreno Valley. Rates are also subject to adjustment, as established by the City of Moreno Valley City Council in response to federal or state climate change laws, renewable portfolio standard or other mandated legislation. These adjustments may include but are not limited to charges to mitigate the impacts of greenhouse gas emissions or "green power" premiums.
8. Expanded Load: Expanded Load customers applying for this rate must demonstrate to the satisfaction of the Utility that the expanded load is new to Moreno Valley.
9. Effective Date: The effective date of the Economic Development Rate Agreement shall commence within 12 months from the date of the City's approval, or the Agreement becomes null and void. The Agreement becomes effective upon execution by the parties, and the Economic Development Rate commences upon written notice by customer, and coincides with the customer's normal billing cycle.
10. Reapplication: Customers who have received service under the Economic Development Rate are eligible to reapply for the rate as an Expanded Load Customer 12 months after their current Economic Development Rate Agreement has expired, if they meet the criteria therefore.
11. Restrictions: Residential customers and federal, state or local government agencies are not eligible to apply for service under this Schedule.

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MV00205225

CITY OF MORENO VALLEY ELECTRIC UTILITY

ECONOMIC DEVELOPMENT RATE AGREEMENT

FOR NEW OR EXPANDED LOAD ELECTRIC SERVICE CUSTOMER

This ECONOMIC DEVELOPMENT RATE AGREEMENT for New or Expanded Load Electric Service Customer is made and entered into this ____ day of _____, 20__ by and between _____ ("Customer"), and the CITY OF MORENO VALLEY ("Moreno Valley"), a California general law city and municipal corporation organized and existing under the laws of the State of California, each hereinafter sometimes referred to individually as "Party" and collectively as "Parties".

In consideration of the mutual covenants and promises in this Agreement, the Parties agree as follows:

1. DEFINITIONS

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

1.1 Agreement: This document and appendices, as amended from time to time.

1.2 Authorized Representative: The representative designated by each Party, in accordance with Section 14.1, to act on such Party's behalf with respect to those matters specified in this Agreement.

1.3 Economic Development Rate ("ED"): the rates and charges set forth in Schedule ED, subject to the terms and conditions of this Agreement.

1.4 Base Period Usage: As defined in Section 4 of this Agreement.

1.5 Commencement Date: The date on which Moreno Valley shall begin charging Customer for Electric Service at the Electric Rate as such date may be established pursuant to Section 6.2 and may be tolled pursuant to Section 11.4, but not to exceed twelve (12) months from the Effective Date.

1.6 Customer: Customer as defined in the Moreno Valley's Electric Rule 1.

1.7 Effective Date: The date this Agreement is executed by both parties, as set forth in the introductory paragraph of the Agreement.

1.8 Electric Rate: Those Customer's Otherwise Applicable Rate Schedule for Electric Service, less the discounts set forth in Subsection 3.3.

1.9 Electric Rules: Applies to all, or any combination of, Moreno Valley's "Electric Service Rules, Fees, and Charges", as modified from time to time and adopted by the Moreno Valley City Council.

1.10 Electric Service: Energy, demand, substation distribution and transmission service necessary to deliver such Energy to Customer's Points of Interconnection, and such other services that Moreno Valley is required to provided pursuant to this Agreement,

the Electric Service Rules and any programs or services mandated by a state or federal regulatory agency, or Moreno Valley's City Council.

1.11 Expanded Load: The amount of qualifying load eligible for discount under this Agreement and shall be measured as the difference between the new monthly, meter-documented energy use and demand, and the Base Period Usage.

1.12 Expanded Load Customer: A commercial or industrial customer currently served by Moreno Valley meeting the qualifications set forth in Schedule ED and expanding business operations within Moreno Valley's electric service area that will add new load and increase their average monthly demand by a minimum of 200 kW.

1.13 Forecast Maximum Demand: Customer's forecast of its Total Load maximum demand, including any expansion of load planned over the term of this Agreement.

1.14 Labor Dispute: A strike, walkout, lockout or other dispute between a Party's labor force and the Party.

1.15 Liquidated Damages: Damages owed by Customer to Moreno Valley as provided in Section 10 of this Agreement.

1.16 Minimum Charge: The amount as defined in Customer's Otherwise Applicable Rate Schedule.

1.17 Minimum Load: The minimum metered kilowatt input at the Point of Interconnection during one calendar month as averaged over a rolling one year period, as referenced for Customer in Section 5.

1.18 New Load Customer: A commercial or industrial customer meeting the qualifications set forth in Schedule ED, locating in Moreno Valley's electric service territory.

1.19 Otherwise Applicable Rate (OAR) Schedule: The rate schedule under which Customer is taking electric service from Moreno Valley at the time of signing this Agreement, and any applicable successor schedule.

1.20 Party, Parties: The parties to this Agreement are Moreno Valley and Customer, as defined above.

1.21 Total Load: customer's recorded (metered) load (energy and demand).

1.22 Uncontrollable Force(s): Any cause beyond the control of the Party affected and asserting excuse from performance, including but not restricted to flood, drought, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority, and action or inaction by or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority which by exercise of due diligence such Party could not reasonably have been expected to avoid and to the extent which by exercise of due diligence it has been unable to overcome. The Party claiming such Uncontrollable Force must give the other Party at least ten (10) days written notice of the commencement of such cause, and keep the other Party informed concerning the continuance of such cause.

2 CUSTOMER AFFIDAVIT OF ELIGIBILITY

2.1 Customer represents and warrants to Moreno Valley that it satisfies the criteria for Schedule ED eligibility as indicated by Customer's initials below [Customer must initial Subsection 2.4 and one of Subsections 2.2 or 2.3.

2.2 ( ) New Load Customer that:

2.2.1 Has a projected minimum monthly electrical demand of at least 500 kW; or

2.3 ( ) Expanded Load Customer is an existing customer of Moreno Valley that:

2.3.1 Covenants to increase its average monthly demand by a minimum of 200 kW, and

2.3.2 Customer represents that all documents that it has provided to Moreno Valley as evidence of Customer's ability to maintain such a demand increase during the Agreement Term are true and correct.

2.4 ( ) Customer represents and warrants under penalty of perjury under the laws of the State of California that all covenants, statements of facts, representations, and documents provided to Moreno Valley with respect to Customer's eligibility for Schedule ED are true and correct.

3 ECONOMIC DEVELOPMENT RATE

3.1 Customer represents that it meets the applicability requirements of Schedule ED.

3.2 Customer agrees to purchase from Moreno Valley and Moreno Valley agrees to sell to Customer at the Electric Rate set forth herein, all of Customer's Electric Service requirements at Customer's Site(s) including Electric Service necessary to deliver such Energy to Customer's Points of Interconnection throughout the Term of this Agreement. Except as expressly provided in this Agreement, Moreno Valley shall provide such Electric Service in accordance with the Electric Rules. In the event any term of this Agreement adds to, varies or contradicts the Electric Rules, the terms of this Agreement shall prevail.

3.3 Subject to the terms and conditions of this Agreement, Moreno Valley will provide New Load Customers and only the Expanded Load for existing Customers a _____ discount off the Customer's bill calculated based on the rate components comprising its OAR for purchases of electricity (demand and energy) over the term of this Agreement.

	Tier 1/Tier 1a	**Tier 2**	**Tier 3**	**Tier 4**	**Tier 5**
Years 1 - 2	15%	20%	20%	20%	20%
Years 3 - 4	12%	15%	20%	20%	20%
Years 5 – 6	10%	10%	15%	20%	20%
Years 7 -12	-	-	-	20%	20%
Years 13 - 18					20%

3.4 All charges for electric Service pursuant to this Agreement shall be subject to Moreno Valley's Public Purpose Program Charge, any applicable state or federal energy Tax, and any other governmental taxes, duties, or fees, as may be revised from time to time by the relevant regulatory authority, applicable to Electric Service provided by Moreno Valley.

3.5 The Electric Service provided herein is expressly reserved for Customer's sole use. Customer is prohibited from transferring, providing, or reselling all or any portion of such service to any third party or parties.

4 **BASE PERIOD USAGE**

4.1 Base Period Usage must be established for each Customer.

4.2 Moreno Valley shall determine Customer's Base Period Usage by estimating Customer's load characteristics, including estimated demand and energy usage on a time-of-use basis using available data, including Customer's previous electricity bills, if any. That calculation shall be used to determine Customer's Base Period Usage until recorded load data becomes available to more definitively establish Customer load characteristics. When Moreno Valley can more accurately estimate Customer's actual load characteristics, Customer's Base Period Usage shall be established based upon the new recorded data.

4.3 If Customer is subject to billing on a time-of-use basis but does not have the requisite historical data to determine its actual base period usage, Moreno Valley shall estimate Customer's load characteristics, including estimated demand and energy usage on a time-of-use basis using available data. That calculation shall be used as Customer's Base Period Usage until recorded load data becomes available to more definitively establish Customer's load characteristics. When Moreno Valley can more accurately estimate Customer's actual load characteristics, Customer's Base Period Usage shall be established based upon the new recorded data.

4.4 Base Period Usage is established as follows:

	Average Monthly Base Period Usage (kW)	Average Hourly Base Period Usage (kWh)
Facilities Related Demand		N/A
Summer On-Peak Mid-Peak Off-Peak Overall		
Winter Mid-Peak Off-Peak Overall		

Base Period Usage Facilities Related Demand is computed as follows:

1. Determine a Facilities Related Demand for each month in the period used to establish Base Period Usage that is the greater of:
    a. The maximum billing demand for the month, or
    b. 50% of the highest of all the billing demands in the period used to establish Base Period Usage.
2. Compute the average of the monthly Facilities Related Demands thus determined. This is Base Period Usage Facilities Related Demand.
3. An "XXX" entered above indicates that the entry is not applicable to Customer's Base Period Usage.

5 MINIMUM LOAD

5.1 Customer must maintain a Minimum Load for each year from the date service is first rendered under Schedule ED for the term of this Agreement.

5.2 The Minimum Load for a New Customer representing and warranting its eligibility for Schedule ED under Subsection 2.2 of this Agreement must be at least 500 kW.

5.3 The Minimum Load for an Existing Customer representing and warranting its eligibility for Schedule ED under Subsection 2.3 of this Agreement cannot be lower than 200 kW.

5.4 If during any year of service the New Customer's Total Load maximum demand falls below 500 kW in any three months, the Customer's discounts under Section 3.3 above shall be suspended for the balance of the year and such suspension shall begin with the month of the third occurrence. Customer's discounts applicable to total Load, shall resume at the beginning of the following year, subject to the terms of this provision. For purposes of this section, a year of service commences with the start of each level of discount set forth above in Section 3.3.

5.5 If during any year of service the Expanded Load Customer's Minimum Expanded Load falls below 200 kW in any three months, the Customer's discounts under Section 3.3 above shall be suspended for the balance of the year and such suspension shall begin with the month of the third occurrence. Customer's discounts applicable to Minimum Expanded Load shall resume at the beginning of the following year, subject to the terms of this provision. For purposes of this section, a year of service commences with the start of each level of discount set forth above in Section 3.3.

5.6 Any load reductions shown to be directly attributable to energy efficiency measures implemented after establishing Base Period Usage in this Agreement shall not adversely impact the calculation of Customer's Minimum Load. The imputed load reductions attributable to any energy efficiency measure implemented subsequent to the establishment of Base Period Usage shall be added back into the load calculation in the event that New Customer's Minimum Load falls below 500 kW, or Expanded Load Customer's Minimum Expanded Load falls below 200 kW. Provided that New Customer maintains usage of at least 500 kW, and Expanded Load Customer maintains

their Minimum Expanded Load, net of any energy efficiency impacts, all Customer discounts shall apply.

6 COMMENCEMENT OF SERVICE

6.1 Moreno Valley will begin providing the Customer service under Schedule ED at the start of the next regular billing period following the date the Customer notifies Moreno Valley that service should begin under Schedule ED, which date shall not be more than 12 months from the effective date of this Agreement.

6.2 Customer estimates that service under Schedule ED shall commence at the start of the next regular billing period beginning after _____ and shall provide Moreno Valley at least five business days' notice of any change in such date.

7 ACKNOWLEDGEMENT

7.1 Except as otherwise amended herein, customer acknowledges that it is fully subject to all terms and conditions contained in Customer's OAR, or its successor rate schedule, all of the Moreno Valley's rules, and all terms and conditions of service contained in Moreno Valley's rates. Any provision pertaining to either a peak period rate limiter or an average rate limiter does not apply.

7.2 Customer also acknowledges that Moreno Valley may request documentation to support Customer's signed Affidavit and may verify any supporting documentation and statements Customer has made in support of its signed Affidavit.

8 TERM

8.1 This Agreement shall be effective for six years following the commencement of service under Schedule ED pursuant to Section 6 of this Agreement for Tiers 1/1a, Tier 2, or Tier 3. This Agreement shall be effective for twelve years following the commencement of service under Schedule ED pursuant to Section 6 of this Agreement for Tier 4. This Agreement shall be effective for eighteen years following the commencement of service under Schedule ED pursuant to Section 6 of this Agreement for Tier 5.

8.2 At the end of the sixth year, Customer will no longer take service under Schedule ED and will be billed only under its OAR, effective with the start of the next regular billing period following the end of the sixth year of service under this Agreement for Tiers 1/1a, Tier 2, and Tier 3. Under Tier 4, the Customer will no longer take service under Schedule ED and will be billed only under its OAR, effective with the start of the next regular billing period following the end of the twelfth year of service under this Agreement. Under Tier 5, the Customer will no longer take service under Schedule ED and will be billed only under its OAR, effective with the start of the next regular billing period following the end of the eighteenth year of service under this Agreement.

8.3 This Agreement is not renewable at the expiration of its term.

9 TERMINATION

This Agreement may be terminated (subject to payment of Liquidated Damages as provided for in Section 10) by either party upon written notice as follows.

9.1 Termination for Misrepresentation or Fraud: Moreno Valley may terminate this Agreement upon five business days' notice if any representation made by Customer in this Agreement is untrue in any material respect, or if any statement in Customer's Affidavit was untrue, or if Moreno Valley determines that Customer was not eligible for Schedule ED when this Agreement was signed, in which case Liquidated Damages as set forth in Section 10.3 shall be paid.

9.2 Termination at Customer's Request: customer may request termination of this Agreement at any time by providing at least 60 days' written notice to Moreno Valley.

9.3 Termination for Nonpayment: Moreno Valley may terminate this Agreement if Customer fails to pay any amount due, under Schedule ED within 30 days after receipt of notice of nonpayment from Moreno Valley. Customer shall be liable for all unpaid amounts and any late payment charges.

9.4 Termination for Noncompliance: Moreno Valley may terminate this Agreement upon five business days' notice if Customer fails to comply with any term or condition of Schedule ED or this Agreement, or if Customer ceases the operations to which this Agreement applies or moves such operations out of the Moreno Valley's service territory.

9.5 Termination for Ineligibility: Moreno Valley may terminate this Agreement upon five business days' notice if it determines that Customer has become ineligible for Schedule ED.

9.6 Termination for Failure to Maintain Minimum Load: Moreno Valley may terminate this Agreement if Customer fails to maintain its Minimum Load during any consecutive 12 month period or shuts down its operations. If Customer fails to maintain its Minimum Load, Moreno Valley must provide Customer at least 90 days' notice of termination and Customer shall have the opportunity to increase its load to the Minimum Load and demonstrate to Moreno Valley's satisfaction that it will continue to use its Minimum Load for the remaining term of this Agreement.

9.7 Termination for Failure to Commence Service: Moreno Valley may terminate this Agreement if Customer does not begin service within 12 months after the date this Agreement was executed.

9.8 Obligations Continuing: Termination of this Agreement shall not relieve either Party of its obligations incurred prior to termination.

9.9 Upon termination of the Agreement, Moreno Valley's obligation to provide Electric Service to Customer and the rates and rules applicable to Moreno Valley's provision of such Electric Service shall be pursuant to Moreno Valley's then existing Electric Service Rate Schedules.

10 LIQUIDATED DAMAGES

10.1 Upon termination of this Agreement, prior to its six-year, twelve-year, or eighteen-year term pursuant to Sections 9.1, 9.2, 9.3, 9.4, 9.5, or 9.6, Customer shall be required to pay Moreno Valley Liquidated Damages. The Liquidated Damages are required to ensure that neither Moreno Valley nor its ratepayers are financially or otherwise damaged if this Agreement is prematurely terminated before the end of its term.

10.2 It would be extremely difficult for the Parties to identify the amounts of increased or additional costs attributable to termination of this Agreement. Parties agree the Liquidated Damages specified herein are a reasonable approximation of damages which Moreno Valley and its ratepayers may incur as a result of such termination, and that the damage amount does not represent a penalty.

10.3 For termination under Section 9.1 above, Liquidated Damages under this Agreement shall be an amount equal to 200% of the cumulative difference between (i) the amount the Customer would have paid for its energy and demand if billed at their OAR from the date service was first rendered under Schedule ED to the date of termination, and (ii) the amount billed to Customer under this Agreement and Schedule ED during the same period.

10.4 For termination under Sections 9.2, 9.3, 9.5, or 9.6 above (excepting business closure or reduction in load without relocation) Liquidated Damages under this Agreement shall be an amount equal to 100% of the cumulative difference between (i) the amount billed to Customer under Schedule ED from the date service was first rendered under Schedule ED to the date of termination, and (ii) the amount the Customer would have paid for its energy and demand if billed at their OAR from the date service was first rendered under Schedule ED to the date of termination. Should a customer's usage increase such that the cumulative liquidated damages become negative upon contract termination, under no circumstances will Moreno Valley be liable for paying liquidated damages to a customer.

10.5 After termination of this Agreement for any cause, Customer shall be billed at its OAR.

10.6 The limitations of the Moreno Valley's Electric Rule 17 shall not apply to amounts payable under this Agreement.

10.7 The Moreno Valley may in its discretion require Customer to establish a letter of credit or other security as a condition to providing service under Schedule ED to secure payment of any Liquidated Damages.

11 UNCONTROLLABLE FORCE

11.1 Neither Party shall be considered to be in default in the performance of any obligation under this Agreement, except for obligations to pay money, when and to the extent that failure of performance shall be caused by an Uncontrollable Force.

11.2 If either Party, because of an Uncontrollable Force, is rendered wholly or partly unable to perform its obligations under this Agreement, the Party shall be excused from whatever performance is affected by the Uncontrollable Force to the extent the following conditions are met.

11.2.1 The suspension of performance is of no greater scope and of no longer duration than is required by the Uncontrollable Force.

11.2.2 The nonperforming Party uses its best efforts to cure its inability to perform. This subsection shall not require the settlement of any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest. It is understood and agreed that the settlement of strikes, walkouts, lockouts, or other labor disputes shall be at the sole discretion of the Party having the difficulty.

11.2.3 When the nonperforming Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect immediately.

11.3 Nonperformance due to Uncontrollable Force shall be excused, provided Party can demonstrate that the Uncontrollable Force was owing to causes outside its reasonable control and the occurrence of the Uncontrollable Force could not have been prevented by the exercise of due diligence.

11.3.1 Accordingly, nonperformance shall be excused from the date of the occurrence of the Uncontrollable Force, provided the nonperforming Party has given the other Party written notice describing the particulars of the occurrence within two weeks of the event.

11.3.2 Accordingly, nonperformance shall be excused from the date on which the nonperforming Party gives the other Party written notice describing the particulars of the occurrence of the Uncontrollable Force, is such written notice is given more than two weeks after the Uncontrollable Force occurred.

11.4 If Customer experiences an Uncontrollable Force that prevents Customer from complying with Schedule ED and this Agreement, Customer may request that Moreno Valley suspend the terms of Schedule ED and this Agreement for the duration of the Uncontrollable Force. Customer will be billed at the Otherwise Applicable Rate for the duration of the suspension of this Agreement. Resumption of the terms of Schedule ED and this Agreement shall commence with the next regularly scheduled billing period. In addition, the term of this Agreement will be extended for up to 12 months beyond the term originally established in this Agreement by the length of time this Agreement was suspended.

11.5 The occurrence of an Uncontrollable Force shall not (i) prevent Moreno Valley from terminating this Agreement in accordance with Sections 9.4 and 9.5, or (ii) extend the period any level of discount is available as provided in Section 2.3.

11.6 If the Uncontrollable Force causing the nonperformance is caused by the actions or inactions of legislative, judicial or regulatory agencies, or other proper authority, this Agreement may be amended to comply with the legal or regulatory change causing the nonperformance. Any such amendment must first be approved by the Moreno Valley City Council prior to implementation.

12 INDEMNITY

12.1 Except for any liens, claims, costs, damages, liability or loss resulting from Willful Action, as defined herein, Customer agrees to indemnify, protect, defend, and hold harmless Moreno Valley, and Moreno Valley's employees, officers, managers, agents and City Council Members from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including reasonable attorney and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with this Agreement but only in proportion to and to the extent such liens, claims, damages, liability or loss are caused by or result from the negligent acts, errors, or omissions of Customer, its employees, officers, or agents. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Customer or anyone employed or working under the Customer.

12.2 "Willful Action" shall be defined as an action taken or not taken by a Party at the direction of its directors, officers, or employees where:

12.2.1 An action is knowingly or intentionally taken or not taken with conscious indifference to the consequences thereof or with intent that injury or damage would probably result therefrom; or

12.2.2 An action has been determined by final arbitration, judgment, or judicial decree to be a material default under this Agreement and occurs beyond the time specified for curing such default or, if no time to cure is specified therein, occurs or continues thereafter beyond a reasonable time to cure such default; or

12.2.3 An action is knowingly or intentionally taken or not taken with the knowledge of material default under this Agreement.

12.3 Willful Action does not include any act or failure to act which is merely involuntary, accidental, negligent, or performed (or not performed).

12.4 The provisions of this Section 13 shall be binding upon the Parties to the full extent permitted by law. The obligations set forth herein are binding on the successors, assigns and heirs of Customer and shall survive termination of this Agreement.

13 ASSIGNMENT OF AGREEMENT

13.1 Customer shall not assign this Agreement or any part or interest thereof, to a third party without the prior, written consent of an authorized representative of the City of Moreno

Valley. Any assignment made without such consent shall be void and of no effect. Further, any assignment made under this Agreement shall be subject to any applicable City Council authorization except as waived by the City Council.

14 REPRESENTATIVES AND NOTICES

14.1 Representatives: Upon the Effective Date of the Agreement, the City Manager or his designee for Moreno Valley, and person identified on the execution page for Customer shall be the Authorized Representatives who will act on its behalf in the implementation of this Agreement. Either Party may at any time change, via written notice, the designation of its Authorized Representative to the other Party.

14.2 Form of Notice: any notice and other communication required or permitted to be given under this Agreement shall be deemed given: (i) when hand delivered; or (ii) one (1) business day after pickup by Federal Express or similar overnight delivery service properly addressed as provided below; or (iii) three (3) business days after such notice or communication shall have been deposited with the United States Postal Service, postage prepaid and properly addressed as provided below; or (iv) when sent by facsimile transmission to the fax numbers provided below, with receipt of such fax confirmed telephonically, provided that on the same day such notice or communication shall also be hand delivered or sent by overnight delivery pursuant to this Subsection.

14.3 Addresses Of Parties: Notices to Moreno Valley should be given to: City Manager, City of Moreno Valley, 14177 Frederick Street, Moreno Valley, CA 92552; Notices to Customer shall be given to the addressee at the location shown on the execution page.

14.4 Change of Address: Either Party may change such address by giving notice to the other Party as provided herein.

15 ENFORCEMENT

15.1 Legal Action: In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

15.2 Governing Law: This Agreement shall be interpreted, governed by, and construed under the laws of the State of California or the laws of the United States as applicable without regard to the conflicts of laws or rules thereof. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided in this Agreement shall be tried in a court of proper jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

15.3 Damage Limitation: Moreno Valley shall not be liable for any consequential, incidental, indirect, or special damages, whether in contract, tort, or strict liability

including, but not limited to, lost profits, property damage, personal injury and loss of power, arising out of or in any way related to power outages, other electric service interruption(s), Moreno Valley's performance or nonperformance of its obligations under this Agreement or termination of this Agreement.

15.4 Attorney Fees: If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

15.5 Disputes: All disputes regarding questions of fact, opinions or interpretation of provisions in this Agreement shall be submitted to the Authorized Representatives. If the Authorized Representatives are unable to resolve the dispute, the matter shall be referred to the individuals designated to receive notices pursuant to Section 14. Nothing in this Agreement precludes either Party from taking any lawful action it deems appropriate to enforce its rights.

15.6 Waivers: Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

16 MISCELLANEOUS

16.1 Integration and Amendment: this Agreement contains the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous oral or written communications of the Parties. Neither Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty of the other Party outside those expressly set forth in this Agreement. Ambiguities or uncertainties in the wording of this Agreement shall not be construed for or against either Party, but shall be interpreted in a manner that most accurately reflects the original intent of the Parties, and is consistent with the nature of the Parties' rights and obligations. No modification of this Agreement shall be valid or binding unless in writing duly signed by both Parties.

16.2 Severability: In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such

invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material this its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

16.3 Exhibits: All documents referred to below and attached to this Agreement as Exhibits are incorporated into and made a part of this Agreement. Exhibit "A": Customer Site(s); Metered Accounts

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized agents to be effective on the date of the Moreno Valley's signature below.

CITY OF MORENO VALLEY, a municipal corporation

_____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CUSTOMER:

_____

By:_____
Name:
Title:

Address for Notice Representative:
Name:_____
Street:_____
City:_____
Telephone:_____
Fax:_____
Email:_____

MINUTES - REGULAR MEETING OF MAY 28, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00205241

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: THIRD EXTENSION OF THE AGREEMENT - PROJECT NO. DSG-1/10 FOR ZONE D (STANDARD SERVICE LEVEL) MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION

RECOMMENDED ACTION

Recommendations:

1. Approve the Third Extension of the Amended Agreement ("Third Extension Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. DSG-1/10, with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for Zone D (Parkway Landscape Maintenance Services) for areas receiving standard level landscape maintenance services.

2. Authorize the City Manager to execute the Third Extension Agreement for DSG-1/10 with TruGreen Landcare.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013, to TruGreen Landcare in the not-to-exceed (NTE) amount of $77,895.41 ($62,695.41 for base services and $15,200.00 for additional work services).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include:

Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services.

Zone E (extensive landscape maintenance), provides landscape maintenance services at full (standard) or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), E-15 (Celebration), and E-16 (Shadow Mountain).

Zone M (Commercial, Industrial, and/or Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide, and

Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors that perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement (Agreement). In accordance with the terms of the Agreement, annual extensions of the Agreement (Extension Agreement) may be entered into up to no more than 4 extensions of the original Agreement, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the CSD (District) and Contractor, at the base rate as provided in the Agreement, plus an additional amount for extra or unanticipated work (additional work amount) that may be performed during the term of the Agreement plus any applicable Extension Agreement.

The Agreement or Extension Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. “Base services” include: mowing, edging and trimming of turf grass areas, pruning and trimming of shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes

and groundcovers, and pesticide applications. Base services are performed on a scheduled rotation basis. "Additional work services" include, but are not necessarily limited to, additional labor and material costs for irrigation repairs, plant material replacement, fertilizer applications and the addition of added square footage of landscaped areas to be added to a Zone's service area at the unit prices for additional work as specified in the Amended Agreement.

DISCUSSION

On January 14, 2010, the Special Districts Division of the Financial and Management Services Department (formerly the Public Works Department) received valid proposals from thirteen (13) landscape maintenance firms in response to a Request for Proposal (RFP) to provide standard level landscape maintenance services of the landscaped parkways, medians, and the irrigation system associated with Zone D tracts. On June 23, 2010, upon staff's evaluation of the proposals and recommendation, the City Council, acting in its capacity as the Board of Directors of the Moreno Valley CSD, awarded the contract for landscape maintenance of Zone D (DSG-1) standard service level landscape maintenance to TruGreen Landcare, Riverside, CA (the "Contractor"). The Agreement for the initial twelve-month term was approved in the NTE amount of $199,658.60 for standard service level landscape maintenance ($177,958.00 for base services; $21,700.00 for estimated additional work).

During fiscal year (FY) 2010/11, 14 mail ballot proceedings were conducted wherein property owners were asked to approve an increase in their parcel charge to fund increasing costs to maintain the landscaping. The property owners did not support the increase and as a result, could no longer support the cost of standard service landscape maintenance. These Zone D tracts were removed from the Zone D (DSG-1) Agreement and transitioned to a reduced service level which was being completed under another agreement. Consequently, the Agreement for Zone D (DSG-1) standard service was reduced from $199,658.60 to $102,355.40 ($80,655.40 for base services and $21,700.00 for estimated additional work) for fiscal year (FY) 2010/11.

The Agreement was extended (First Extension) for FY 2011/2, consistent with the terms of the Agreement. In FY 2011/12, an additional six mail ballot proceedings were conducted wherein property owners were asked to approve a parcel charge increase to cover increasing costs. The property owners did not support the increase and as a result, could no longer fund standard level landscape maintenance services. These Zone D tracts were removed from the Zone D (DSG-1) Agreement during the FY and transitioned to a reduced service level which was being completed under another agreement. Accordingly, the Agreement for Zone D (DSG-1) standard service was reduced from $102,355.40 to $77,506.40 ($72,906.40 for base and $4,600.00 for estimated additional work) for FY 2011/12.

For FY 2012/13, the Agreement was extended an additional term (a Second Extension), in accordance with the terms of the Agreement as extended. The amount of the Second Extension adjusted to represent a full twelve month reduction of the elimination of the six tracts that were removed during the First Extension period. This effectively

reduced the base from $72,906.40 in FY 2011/12 to $61,458.84 in 2012/13, (a reduction of $11,447.52). The NTE base amount of the Second Extension was $66,158.84 ($61,458.84 for base and $4,700.00 for additional work)

On May 14, 2013, a First Amendment to the Agreement was approved for an increase in the base services amount for additional service area as a result of new parkways being added and an increase in the additional work services for functions now being performed by the Contractor. The First Amendment increased the additional work amount from $4,700.00 to $11,304.80 (an increase of $6,604.80, which included a one-time payment of $1,804.80 for prior maintenance performed but not compensated for 3,200 sq. ft. of planter area at Tract 16769). In addition, the First Amendment also adjusted the Zone D (DSG-1) base from $61,458.84 to $62,611.87 (an increase of $1,153.03) for maintenance of additional sq. footage in the parkway areas of Tract 16769 and 31129). The First Amendment increased the overall amount for DSG-1 for FY 2012/13 from $66,158.84 to $73,916.67 ($62,611.87 for base and $11,304.80 for additional work).

The service levels for Zone D (DSG-1) as provided are consistent with the terms of the CSD Zone D General Service Level Guidelines, as listed the CSD Zone D Service Plan Policy, (adopted by the CSD Board on January 22, 2002, as most recently amended on April 26, 2011). The Contractor has consistently provided satisfactory service in accordance with the terms of the Agreement and has agreed to extend the Amended Agreement based upon the same terms in accordance with the standard service level for Zone D (DSG-1).

Approval of the Extension Agreement for Fiscal Year 2013/14

Approval of the Third Extension Agreement is being recommended for authorization in the NTE amount of $77,895.41 ($62,695.41 for base maintenance services and $15,200.00 for additional work). This is the third of four possible extensions allowed per the terms of the Agreement.

Authority for City Manager Approval of Extension Agreements for the Balance of Available Extensions to the Amended Agreement

Pursuant to City Council Resolution No. 2008-115, the City Council shall provide approval of procurements greater than $100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Amended Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the DSG-1/10 Amended Agreement, as may be allowed per the terms of the Amended Agreement. Potential extensions are those extensions which may be allowed, contingent upon satisfactory service by the Contractor and concurrence by the City and Contractor to enter into an extension of the Agreement, or the Agreement as Amended.

DSG-1/10						
	FY 2010/11 Original Amended Agreement[1]	FY 2011/12 First Extension	FY 2012/13 Second Extension[2]	FY 2013/14 Proposed Third Extension	FY 2016/17 Potential Fourth Extension[3]	Cumulative Total
Base	$ 80,655.40	$ 72,906.40	$ 62,611.87	$ 62,695.41	$ 62,695.41	$ 341,564.49
Additional Work	$ 21,700.00	$ 4,600.00	$ 11,304.80	$ 15,200.00	$ 15,200.00	$ 68,004.80
Total	$ 102,355.40	$ 77,506.40	$ 73,916.67	$ 77,895.41	$ 77,895.41	$ 409,569.29

[1] The Original Agreement was reduced from $177,958 to $80,655.40 for base as a result of Zone D tracts not approving an increase in their parcel charges to cover increasing costs. The First and Second Extensions also include reductions for Tracts that did not approved a parcel charge increase for increasing costs.

[2] The Second Extension Agreement includes a First Amendment that increased the base amount from $61,458.84 to $62,611.87 (an increase of $1,153.03) for additional sq. footage of parkway area. The First Amendment also increased the additional work amount to include a one time payment of $1,804.80 for maintenance of 3,200 sq. ft. of parkway at Tract 16769 and an increase of $4,800.00 to the additional work amount .

[3] Extensions beyond 2013/14 are anticipated, based upon presently known information and may change in the future for reasons including, but not limited to adding additional service area, removing existing service area, and emergency work.

Staff is requesting the City Council authorize the City Manager to approve extensions and any necessary amendments up to, as well as associated purchase orders (P.O.) for all remaining extensions available, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council (CSD Board) and demonstration by the Contractor of having provided satisfactory performance of the services, per the terms of the Amended Agreement in the prior year(s), and both the City and the Contractor mutually agreeing to extend the Amended Agreement.

ALTERNATIVES

1. Approve the Third Extension Agreement for DSG-1/10 with TruGreen Landcare, in the form attached hereto to provide for the continuation of landscape maintenance services; authorize the City Manager to execute said Third Extension Agreement for DSG-1/10 with TruGreen Landcare; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $77,895.41 ($62,695.41 for Zone D (DSG-1) base services and $15,200.00 for Zone D (DSG-1) additional work services); and authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement and authorize the associated P.O.s as may be required in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will ensure uninterrupted landscape maintenance and irrigation services be provided to the parkways and medians associated with the Zone D (DSG-1 standard service level landscape maintenance) tracts located throughout various designated areas of the city.*

2. Do not approve the Third Extension Agreement for DSG-1/10 with TruGreen Landcare, in the form attached hereto to provide for the continuation of landscape maintenance services; nor authorize the City Manager to execute said Third Extension Agreement for DSG-1/10 with TruGreen Landcare; nor authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $77,895.41 ($62,695.41 for Zone D (DSG-1) base services and $15,200.00 for Zone D (DSG-1) additional work services); and do not authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement nor authorize subsequent P.O.s as may be required in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney. *By selecting this alternative, there will be an interruption in landscape maintenance and irrigation services provided to the parkways and medians associated with the Zone D (DSG-1 standard service level landscape maintenance) landscaped areas, which will prevent necessary landscape maintenance services from being performed.*

FISCAL IMPACT

Administration and maintenance of Zone D is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills. Revenue from the parcel charges collected for Zone D may only be used for landscape maintenances services associated with the parkways and medians in Zone D. **The costs for these maintenance services have been budgeted, respectively, for each of these Zones for the coming fiscal year**. **These actions will not impact the City's General Fund.**

The following table represents the base and additional work costs for FY 2013/14 associated with the DSG-1/10 Third Extension Agreement for Zone D tracts that receive standard service level landscape maintenance.

Service Area (Zone)	Contractor	GL Account	2013/14 Base Agreement Amount	2013/14 Additional Work Agreement Amount	2013/14 Total Agreement Amount
DSG-1	TruGreen Landcare	5111-30-79-25704-620910	$ 62,695.41	$ 15,200.00	$ 77,895.41

CITY COUNCIL GOALS

Community Image and Positive Environment:

City Council in their capacity as the CSD Board will allow for the continued promotion of community image, as well as neighborhood pride and cleanliness, through continued maintenance of parkways and medians of CSD maintained landscaped areas by approval of this item.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1 –Third Extension Agreement for DSG-1/10 for FY 2013/14

Attachment 2 – First Amendment to the Agreement

Attachment 3 - Second Extension Agreement for DSG-1/10 for FY 2012/13

Attachment 4 – First Extension Agreement for DSG-1/10 for FY 2011/12

Attachment 5 – Agreement for DSG-1/10 for FY 2010/11

Attachment 6 – Site Map – Zone D (DSG-1/10)

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00205249

THIRD EXTENSION AGREEMENT
PROJECT NO. DSG-1/10
MAINTENANCE OF LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereinafter, "District") and **TruGreen Landcare,** (hereinafter, "Contractor")

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated June 23, 2010, referencing Project No. DSG-1/10 Maintenance of Landscaping and Irrigation for the maintenance of the District's parkway and median landscaping, and irrigation systems associated with certain tracts within the District's Zone D service area that receives full service level landscape maintenance; and,

WHEREAS, Contractor was provided written notification that certain Tracts in DSG-1 (standard service level) would transition to maintenance services, under the DSG-2 (reduced service level) agreement which reduced the amount of the Agreement; and,

WHEREAS, landscape maintenance services provided during the initial term of the Agreement were sufficiently performed, and both District and Contractor mutually agreed to enter into an extension of the Agreement (First Extension Agreement) for the term of July 1, 2011 to June 30, 2012; and,

WHEREAS, landscape maintenance services provided during the term of the First Extension Agreement were sufficiently performed, and both District and Contractor mutually agreed to enter into a second extension of the Agreement (Second Extension Agreement) for the term of July 1, 2012 to June 30, 2013; and,

WHEREAS, a First Amendment to the Agreement (First Amendment and the Agreement, collectively referred to hereinafter as the "Amended Agreement") was entered into, which adjusted the Agreement as extended to accommodate added sq. footage of parkway planter area to be maintained for Tracts 16769 and 31129 at the unit prices for additional work (additional landscape areas) as provided in the Agreement, Exhibit E, Additional Work Price List, B., 1.; and,

WHEREAS, pursuant to the terms of the Agreement, both parties wish to further extend the Amended Agreement; and,

WHEREAS, the Amended Agreement as extended, (Third Extension Agreement) shall be extended for a period of twelve (12) months under the following terms:

1. The Third Extension Agreement period shall commence on **July 1, 2013** and shall terminate on **June 30, 2014.**

2. In accordance with Exhibit D,1., b., of the Agreement, this Third Extension Agreement shall be considered the third of four possible extensions of the Amended Agreement.

3. For the period of this Third Extension Agreement and except where additional compensation is specifically provided for in the Amended Agreement, the District will pay the Contractor for work (labor, materials, supplies, equipment, etc.) performed under this Third Extension Agreement for maintenance of the Zone D (DSG-1 standard service level) parkways consistent with the payment terms of the Amended Agreement in the total amount of **FIVE THOUSAND TWO HUNDRED TWENTY-FOUR AND 62/100 DOLLARS ($5,224.62)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **SIXTY-TWO THOUSAND SIX HUNDRED NINETY-FIVE AND 41/100 DOLLARS ($62,695.41).**

4. Services per the terms of the Amended Agreement and for this Third Extension Agreement term will be provided to those tracts as identified on Exhibit A attached hereto with this Third Extension Agreement.

5. Notwithstanding Exhibit E., B., Additional Work Price List, of the Agreement, the unit costs set forth herein shall be for any landscape areas added to the project during the period of this Third Extension Agreement, which shall be as follows:

    a. Additional parkway areas, turf (trees up to 18-feet height, as applicable). **$0.02/sq.ft./mo**.

    b. Additional parkway areas, planters (trees up to 18-feet height, shrubs, ground cover included, as applicable). **$0.02/sq. ft./mo.**

6. Notwithstanding Exhibit C., 2., e., of the Agreement, for the period of this Third Extension Agreement and except as specifically approved by subsequent action of the CSD Board or the City Manager, as directed by the CSD Board, the Director (the Chief Financial Officer/City Treasurer or their designated appointee) may not authorize additional work pursuant to this Third Extension Agreement or the Amended Agreement in excess of the cumulative total of **FIFTEEN THOUSAND TWO HUNDRED AND 00/100 DOLLARS ($15,200.00).**

7. Except as set forth herein, all other terms and conditions of the Amended Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor: TruGreen Landcare
By: _____	By: _____
Title: City Manager, Acting in the capacity of District Manager to the Moreno Valley Community Services District	Title: (President or Vice President)
Date: _____	Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary

Date: _____
Affix Corporate Seal Below

DSG-1	Estimated Turf Sq Ft	Estimated Planter Sq Ft	FY 12/13
12305		722	$ 202.80
19675		2,550	$ 716.04
14387/12268		2,712	$ 761.52
22999	1,800	1,404	$ 899.64
19529		3,330	$ 935.04
19496		3,600	$ 1,010.88
20120	3,500	250	$ 1,053.00
19142		3,950	$ 1,109.16
19233		4,960	$ 1,392.72
19541	5,325		$ 1,495.20
19141		5,838	$ 1,639.32
21806	5,975		$ 1,677.84
21345		6,600	$ 1,853.28
31268		7,058	$ 1,981.80
19474		7,240	$ 2,033.04
12902		7,344	$ 2,062.20
19533		7,400	$ 2,077.92
31269		7,450	$ 2,091.96
16769		10,700	$ 3,008.40
31424		8,750	$ 2,457.00
18283		11,388	$ 3,197.76
31129		13,580	$ 3,814.65
32715		12,715	$ 3,570.36
20197		13,680	$ 3,841.32
32625		17,826	$ 5,005.56
30967		18,013	$ 5,058.00
21597	31,769	1,461	$ 7,749.00
Totals			**$ 62,695.41**

Exhibit A

FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT MORENO VALLEY COMMUNITY SERVICES DISTRICT MAINTENANCE OF PARKWAY & MEDIAN LANDSCAPING AND IRRIGATION

PROJECT NO. DSG-1/10

This First Amendment to the Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT, a municipal corporation, hereinafter referred to as "CSD," and TruGreen Landcare, a California General Partnership hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for PROJECT NO. DSG-1/10, hereinafter referred to as "Agreement," dated June 23, 2010; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform maintenance of parkway landscaping and irrigation of the identified landscape areas as provided in the Agreement; and,

WHEREAS, an extension agreement was entered into on June 30, 2011 for the 2011/12 Fiscal Year ("FY"), the "First Extension Agreement"; and,

WHEREAS, an extension agreement was entered into on July 9, 2012 for the 2012/13 FY, the "Second Extension Agreement"; and,

WHEREAS the Second Extension Agreement was authorized in the not-to-exceed (NTE) amount of $66,158.84 ($61,458.84 for base maintenance services to be paid at a rate of $5,121.57 on a monthly basis one month in arrears and $4,700.00 for additional work); and,

FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. DSG-1/10

WHEREAS, it has been determined that certain tracts and/or additional service areas of existing tracts should be incorporated into the Agreement for DSG-1 and provided said services consistent with available funding in accordance with the terms outlined in the Agreement for maintenance services; and,

WHEREAS it has been determined that the additional service areas to be added to the Agreement should be compensated at the rates as provided for in the Agreement; and,

WHEREAS, it is desirable to amend the Agreement and increase the NTE fee amount of the Second Extension Agreement for the 2012/13 FY to accommodate the addition of certain landscape areas, as more particularly described in Section 1 of this First Amendment to the Agreement; and,

WHEREAS, additional work has been identified that will incur an added cost of $4,800.00 over the anticipated additional work amount provided for in the Second Extension Agreement, Section 6, which is a provision of Exhibit C, Numeral 2, Letter e. of the Agreement, additional labor and material costs that include, but are not limited to irrigation services and replanting, materials and labor, at the prices listed in Exhibit E, Schedule II, Letter A, Additional Work Price List of the Agreement.

SECTION 1 FIRST AMENDMENT to the AGREEMENT:

1.1 Exhibit E of the Agreement is hereby modified to include revisions to the project sites, which are listed on Exhibit "A" to this First Amendment.

MV00205255

FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. DSG-1/10

1.2 Base Amount. Exhibit C "PAYMENT TERMS" Section 1. b of the Agreement, as applied to the Second Extension Agreement is hereby revised to include the addition of 1,185 sq. ft. of planter along Tract 31129 (1,185 sq. ft. at the additional cost of $0.0235 per sq. ft. per. month, per the Agreement, Exhibit E, Additional Work Price List, B. 1., for 9 months or an additional $250.63 for the term of the Second Extension Agreement), and 3,200 sq. ft. of additional turf area in Tract 16769 (3,200 sq. ft. at $0.0235 per sq. ft., for 12 months or an additional $902.40). The combined amounts for the added sq. ft. of maintenance for Tract 31129 and 16769 for FY 2012/13 adds an additional amount of $1,153.03 to the base maintenance service cost of the Second Extension Agreement (from $61,458.84 to $62,611.87) for FY 2012/13 as reflected in Exhibit A as attached hereto this First Amendment.

1.3 One Time Payment. In consideration for the sq. ft. maintained in Tract 16769, but not accounted in the Agreement as entered into for FY 2010/11, and the First Extension Agreement, for FY 2011/12, the CSD agrees to pay the Contractor and the Contractor agrees to receive a one-time lump sum payment of $1,804.80 for 24 months of landscape maintenance service of the 3,200 sq. ft. of parkway area associated with Tract 16769 which contains 10,700 sq. ft. of landscaping for which only 7,500 sq. ft. had been identified in the Agreement and carried through to the First Extension Agreement.

1.4 Additional Work. Notwithstanding Exhibit C., Section 2, Letter E of the Agreement, and Number 6 of the Second Extension Agreement, an increase of $4,800.00 in the additional work amount from $4,700.00 to $9,500.00 to provide for added unanticipated services associated with the landscape and irrigation maintenance services for the DSG-1 service areas.

1.5 The CSD agrees to pay and the Contractor agrees to receive an amended NTE fee of $73,916.67 ($62,611.87 for base, $1,804.80 one-time payment, and $9,500.00 for additional work) as set forth here in Sections 1.2, 1.3 and 1.4 herein and in accordance with the "TERMS OF PAYMENT" section of the Agreement.

SECTION 2

2.1 Except as otherwise specifically provided in this First Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. DSG-1/10

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District

Date: _____

Contractor: TruGreen Landcare

By: _____
Title: (President or Vice President)

Date: _____

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: _____

Affix Corporate Seal Below
(If applicable)

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

FIRST AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. DSG-1/10

Moreno Valley Community Services District
Zone DSG-1

DSG-1	DSG-1	Estimated Turf Sq Ft	Estimated Planter Sq Ft	FY 12/13	
12305	12305		722	$ 202.80	
19675	19675		2,550	$ 716.04	
14387/12268	14387/12268		2,712	$ 761.52	
22999	22999	1,800	1,404	$ 899.64	
19529	19529		3,330	$ 935.04	
19496	19496		3,600	$ 1,010.88	
20120	20120	3,500	250	$ 1,053.00	
19142	19142		3,950	$ 1,109.16	
19233	19233		4,960	$ 1,392.72	
19541	19541	5,325		$ 1,495.20	
19141	19141		5,838	$ 1,639.32	
21806	21806	5,975		$ 1,677.84	
21345	21345		6,600	$ 1,853.28	
31268	31268		7,058	$ 1,981.80	
19474	19474		7,240	$ 2,033.04	
12902	12902		7,344	$ 2,062.20	
19533	19533		7,400	$ 2,077.92	
31269	31269		7,450	$ 2,091.96	
16769	16769		10,700	$ 3,008.40	
31424	31424		8,750	$ 2,457.00	
18283	18283		11,388	$ 3,197.76	
31129	31129		13,580	$ 3,731.11	[1]
32715	32715		12,715	$ 3,570.36	
20197	20197		13,680	$ 3,841.32	
32625	32625		17,826	$ 5,005.56	
30967	30967		18,013	$ 5,058.00	
21597	21597	31,769	1,461	$ 7,749.00	
Totals	**Totals**			**$62,611.87**	

[1] The FY 12/13 line item for Tract 31129 reflects 12,395 sq. ft. for 12 months and 1,185 sq. ft. at 9 months at a rate of $0.0235 per sq. ft.

Exhibit A

EXTENSION AGREEMENT
PROJECT NO. DSG-1/10
MAINTENANCE OF LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **TruGreen Landcare,** (hereafter, "Contractor")

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated June 23, 2010, referencing Project No. DSG-1/10 for the maintenance of parkway and median landscaping and irrigation systems associated with certain tracts within the District's Zone D service area.

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement.

WHEREAS, the Extension of the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2012** and shall terminate on **June 30, 2013.**

2. In accordance with Exhibit D, Section 1b of the Agreement, this Extension shall be considered the second of four possible extensions of the Agreement.

3. For the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension in the total amount of **FIVE THOUSAND ONE HUNDRED TWENTY-ONE AND 57/100 DOLLARS ($5,121.57)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **SIXTY-ONE THOUSAND FOUR HUNDRED FIFTY-EIGHT AND 84/100 DOLLARS ($61,458.84).**

4. Services per the terms of the Agreement and for this Extension Agreement term will be provided to those tracts as identified on Exhibit A attached here with this Extension Agreement.

5. Notwithstanding Exhibit E, Section B. Additional Work Price List, of the Agreement, the unit costs set forth therein shall be for any landscape areas added to the project during the period of this Extension, which shall be as follows:

    a. Additional parkway areas, turf (trees up to 18-feet height, as applicable). **$0.02/sq.ft./mo**.

    b. Additional parkway areas, planters (trees up to 18-feet height, shrubs, ground cover included, as applicable). **$0.02/sq. ft./mo.**

6. Notwithstanding Exhibit C., Numeral 2, Letter e. of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the City Council, the Director (the Public Works Director/City Engineer or his designated appointee) may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **FOUR THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS ($4,700.00).**

7. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

EXTENSION AGREEMENT
PROJECT NO. DSG-1/10
MAINTENANCE OF LANDSCAPING AND IRRIGATION

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor: TruGreen Landcare
By: Michelle Dawson	By:
Title: City Manager, Acting in the capacity of District Manager to the Moreno Valley Community Services District	Title: (President or Vice President) Tim Martinez, Region Manager
Date: 7/9/12	Date: 5/28/12

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

Deputy City Attorney

7-9-12

Date

RECOMMENDED FOR APPROVAL:

Department Head

7/10/12

Date

By:

Title: Corporate Secretary or Assistant Secretary

Date:

Affix Corporate Seal Below

Item No. B.3

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MV00205263

EXTENSION AGREEMENT
PROJECT NO. DSG-1/10
MAINTENANCE OF LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **TRUGREEN LANDCARE** (hereafter, "Contractor").

WHEREAS, the District and Contractor entered into an agreement dated June 23, 2010 referencing Project No. DSG-1/10 regarding landscaping and irrigation maintenance (hereafter, "Agreement").

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement by a period of twelve (12) months under the following additional terms:

1. The extension period shall commence on **July 1, 2011**, and shall terminate on **June 30, 2012.**

2. In accordance with paragraph 5(b) of the Agreement, this Extension shall be the first of four possible extensions of the Agreement.

3. Notwithstanding Exhibit C paragraph 1(b) of the Agreement, for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension the total amount of **SIX THOUSAND SEVENTY-FIVE AND 50/100 DOLLARS ($6,075.50)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **SEVENTY-TWO THOUSAND NINE HUNDRED SIX AND 40/100 DOLLARS ($72,906.40).**

4. Notwithstanding paragraph 3(f) of the Agreement, the unit cost set forth in the Additional Work Price List, Section B. for any landscape areas added to the project during the period of this Extension shall be as follows:

   a. Additional parkway areas, turf (trees up to 18-feet height, as applicable). **$ 0.02/sq. ft./mo.** .

   b. Additional parkway areas, planters (trees up to 18-feet height, shrubs, ground cover included, as applicable). **$0.0235/sq. ft./mo.** .

5. Notwithstanding paragraph 3(h) of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **FOUR THOUSAND SIX HUNDRED AND 00/100 DOLLARS ($4,600.00).**

6. Except as set forth above, all other terms and conditions of the Agreement shall remain in full force and effect.

Dated: 6/30/11

MORENO VALLEY COMMUNITY SERVICES DISTRICT

By: Michelle Dawson
for City Manager, acting in the capacity of District Manager to the Moreno Valley Community Services District

CONTRACTOR:

Signature	Manuel Mendes Signature
Printed Name	MANUEL MENDES Printed Name
Title	BRANCH MANAGER Title
Company Name	(Corporate Seal)

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

Deputy City Attorney

6-28-11
Date

RECOMMENDED FOR APPROVAL:

Department Head

6/28/11
Date

Moreno Valley Community Services District
R.F.P. # DSG-1/10

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager To the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name: TruGreen Landcare
Address: 1616 Marlborough Ave. Bld. S
City: Riverside , Ca 92507
Business Phone: 951-688-6880 Fax No.: 951-686-1436
Other Contact Number: _____
Social Security Number: _____
Business License Number: 07754
Federal Tax I.D. Number: 36-4313318
Contractors' License Number & Classification: 774548 C-27, C-61, D-49

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of service, performance specifications, and/or additional terms and conditions are described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The District's responsibility, other than payment, is described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contractor Starting Date is July 1, 2010 and the Contractor Ending Date is June 30, 2011. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-

performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal submittal documents, including but not limited to the Notice Requsting Proposals, Instruction To Proposers, Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. **STANDARD TERMS AND CONDITIONS:**

A. Control of Work. Except for compliance with specifications and performance standards provided for in Exhibit "A," Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide any training to Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, RDA, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement.

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.

By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed

confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor:

TruGreen Landcare
Riverside, CA 92507
951-688-6880
[Telephone number]
951-686-1436

[Fax number]

With a copy to:

_____
[Attorney for Contractor, if applicable]

_____
[Street Address]

_____
[Post Office Box, if applicable]

_____
[City, State, Zip Code]

_____
[Telephone number]
( )_____
[Fax number]
( )_____

To CSD:

MORENO VALLEY COMMUNITY SERVICES DISTRICT
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto
Telephone number: (951) 413-3480
Fax Number: (951) 413-3498

With a copy to:

City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: (951) 413-3036
Fax number: (951) 413-3034

SIGNATURE PAGE TO FOLLOW

by both parties. Assignment of this Agreement is prohibited without prior written consent.

J. Termination.
   a. Either party may terminate this Agreement upon breach of the Agreement by the other party. In the event the District terminates the Agreement, the Contractor shall perform no further services under the Agreement unless the notice of termination authorizes such further work.
   b. The District may terminate this Agreement without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractors time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Agreement. No officer or employee of the District or City shall have any financial interest in this Agreement in violation of federal, state, or local law.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is

R.F.P. # DSG-1/10

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____
Mayor, acting in the capacity of
President of the Board of Directors
of the Moreno Valley
Community Services District

Date: 6/23/10

Contractor

By: _____

Title: BRANCH MANAGER

Date: 5-20-10

By: _____

Title: _____

Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

6.14.10
_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

6/15/10
_____
Date

Attachments

Project No. DSG-1/10
R.F.P. # DSG-1/10
EXHIBIT A

1. SCOPE OF WORK

a. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Contract Exhibit A.

b. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf and shrub areas designated hereunder; regularly maintain and prune trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

c. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

d. The Contractor shall be responsible for carefully reviewing the site(s), and verifying that all areas include the square footage noted for each location of proposed work. The Contractor shall not be relieved of his or her liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Specifications, and the actual conditions revealed during the examination of the locations of the proposed work.

2. SCHEDULING OF WORK

a. The Contractor shall adhere to the facilities, equipment and staffing schedule, and monthly and annual work schedules submitted as a part of Contractor's bid, and incorporated herein by this reference. These schedules, and any approved revisions thereto, shall be used by the District as a basis for determining Contractor's satisfactory performance.

b. Revisions to facilities, equipment, staffing, or monthly and annual work schedules shall not be implemented without the prior written approval of

the Director. The Contractor shall submit proposed revisions to equipment and staffing, or monthly and annual work schedules in writing to the District at the address as set forth in Section N. of the Agreement, at least ten (10) working days prior to commencing work per the proposed revisions.

c. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

d. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

e. The Contractor shall notify the Director in writing at least five (5) days prior to the date and time of all "Specialty" type maintenance operations, which shall include, but are not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended methods of execution, materials to be used, and the dates for commencement, and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

f. When inclement weather renders performance per approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor shall adjust his work force in order to accomplish those work items not affected by weather, and shall contact District field staff to inform them of said alternate work assignments. Failure to so advise the District may be cause for assessment of non-performance penalties, per Exhibit C, Section 4.

g. For the purposes of this Contract, "Working Days" shall be Mondays through Fridays. The hours of maintenance service shall be 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule approved the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas	December 25

If a holiday falls upon a Sunday, the following Monday shall be the date the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, contractor shall submit a proposed make-up day for the Director's approval.

3. FUNCTIONS AND RESPONSIBILITIES

a. The Director and Contractor shall conduct an inspection of all sites covered under this Agreement as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Agreement. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

b. The Contractor shall maintain on an ongoing basis a monthly log that records all work performed by Contractor. Said log shall be in a form and content acceptable to the Director (see Contract Documents, Appendix B), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

c. The Contractor shall perform at least one maintenance inspection weekly during daylight hours of all sites. Such inspection shall be both visual and operational, including but not limited to, operation of all automatic irrigation

systems to check for proper condition, and reliability. Additionally, the Director may require Contractor to attend meetings with District field staff at some fixed interval to review Contractor's operations, and schedule such future work as may be ordered by the Director. Failure to conduct said weekly inspections or attend regularly scheduled meetings, may result in the assessment of non-performance penalties per Exhibit C., Section 4.

d. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in Contractor's firm name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Section 3., paragraph e. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, two-way radio, pager, or car phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service, and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

e. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at <u>any</u> time:

1. City Manager
2. Director of Public Works
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Landscape Districts Program Manager
7. Senior Landscape Services Inspector
8. Landscape Services Inspector
9. Street Maint. Supervisor

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2., paragraphs a. and b., unless said emergency is determined to have been caused by an act or omission attributable to Contractor.

4. CONTRACTOR'S STAFF

a. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

b. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper and efficient manner at all times, and shall cause the least possible inconvenience to the public.

c. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the District.

d. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to proper shoes, other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements, and wearing of proper clothing.

Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

e. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

R.F.P. # DSG-1/10
EXHIBIT A – cont.

5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards, and its branch offices.

6. COMPLAINTS

a. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3., paragraph a.

b. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above.

c. In addition to the provisions of Section 6., paragraph a. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

a. The Contractor agrees to perform all work outlined in these Specifications in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all

applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

b. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2003 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between 3:30 p.m. and 6:00 p.m.

c. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

d. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) days following the occurrence.

e. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3. of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section of the General Provisions may result in contract termination, per Agreement, Section J.

R.F.P. # DSG-1/10
EXHIBIT A – cont.

8. USE OF CHEMICALS

a. Before the beginning of the contract period, the Contractor shall submit a list of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals approved by the State of California Department of Food and Agriculture, and shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS).

b. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.

d. Contractor shall report all fertilizers and pesticides used in performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3., paragraph b. above. This report shall include: date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of contract. By submitting a proposal, the Contractor certifies to the City that he has trained his employees and subcontractors, if any, for Urban Runoff Management, and included sufficient sums in his base compensation proposal amount to cover such costs of said training.

R.F.P. # DSG-1/10
EXHIBIT A – cont.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

a. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the period of work on this contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

b. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

a. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this contract, as required by California Labor Code Section 1776.

b. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

c. The District may withhold from Contractor's progress payments the penal sum of $25.00 per calendar day (or portion thereof) for each workman employed in connection with this contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

a. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

b. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

a. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

b. Repairs made to sites and site appurtenances that are damaged as a result of Acts of God, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2., paragraphs a. and b.

R.F.P. # DSG-1/10
EXHIBIT A – cont.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

R.F.P. # DSG-1/10
EXHIBIT A – cont.

R.F.P. # DSG-1/10
TECHNICAL PROVISIONS - LANDSCAPE

1. TURF CARE

a. All turf areas shall be mowed, edged, and trimmed weekly-on no more than two (2) consecutive days-weather and site conditions permitting. Any prolonged deviation from this schedule shall require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

b. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

c. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

d. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

e. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

f. Mowing height for cool season grasses shall not exceed three inches (3")

g. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.

h. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

i. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

j. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

k. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

l. Fertilization: See Technical Provisions - Fertilization, Section 1., paragraphs a. through f.

m. Pest control: See Technical Provisions - Pesticide Use, Section 4., paragraphs a., b, and c.

n. Aeration:

1. All turf areas shall be aerated two (2) times annually;

2. Aeration shall be done in the spring and fall, or as directed by District field staff;

3. Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

4. Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

5. Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

6. Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions - Fertilization Specifications, Section 1., paragraphs a. (Table I), b., c., d., and e.

o. Renovation/thatching operations are to be considered Additional Work, per Exhibit C., Section 2., paragraphs a. and b.

2. TREE CARE

a. All trees are to be maintained in a manner that will promote normal, healthy growth.

b. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2., paragraphs a., and b.

c. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

d. Any tree shall be pruned at any time in order to:

1. Remove dead, diseased, or damaged branches;

2. Remove unwanted encroachments into public and/or utility rights-of-way;

3. Correct any condition which the Director has deemed to be hazardous.

e. Trees up to eighteen feet (18') in height shall:

1. Be pruned to enable successful adaptation to their particular site situation;

2. Have no more than one-third (1/3) of living branches removed annually;

3. Be fertilized only as directed by District field staff.

f. Trees over eighteen feet (18') in height shall:

1. Be inspected annually;

2. Pruned and/or trimmed as necessary to maintain proper site orientation;

3. Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

4. Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

g. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order;

2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

h. The following practices shall not be allowed:

1. Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

3. Use of pruning paint/pruning compound/wound dressing;

4. Use of climbing spurs or gaffs.

i. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

j. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodgepole-type stakes is the minimum District standard.

k. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

l. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a. through d., below.

3. SHRUB CARE

a. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

b. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

c. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

d. Any shrub shall be pruned and/or trimmed at any time in order to:

1. Remove dead, diseased, or damaged branches;

2. Remove unwanted encroachments into public and/or utility rights-of-way;

3. Correct any condition which the Director has deemed to be hazardous.

e. Shrubs shall be pruned:

1. To enable successful adaptation to their particular site situation;

2. Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

3. As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

f. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order;

2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

g. The following practices shall <u>not</u> be allowed:

1. Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") <u>will be done only when authorized by the Director on a site-specific basis</u>.

2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

3. Use of pruning paint/pruning compound/wound dressing.

h. Fertilization: See <u>Technical Provisions - Fertilization</u>, Section 2., paragraphs a. through e., below.

i. Pest control: See <u>Technical Provisions – Pesticide Use</u>, Section 3., paragraphs a., b., c., and d.

4. <u>GROUND COVER CARE</u>

a. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

b. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

c. Ground covers shall be pruned/trimmed at any time in order to:

1. Remove dead, diseased, or damaged branches/crowns;

2. Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

3. Correct any condition which the Director has deemed to be hazardous.

d. Ground covers shall be pruned/trimmed/renovated:

1. To enable successful adaptation to their particular site situation;

2. In accordance with accepted practices for the particular species in question;

3. As often as is necessary to accomplish the results intended in paragraphs 1. and 2. above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

e. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order;

2. Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

f. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

g. Fertilization: See Technical Provisions - Fertilization, Section 2., Paragraphs a. through e.

h. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a., b., c., and d.

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EXHIBIT A – cont.

5. WEED CONTROL

a. All weeds shall be continuously controlled at all sites.

b. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

c. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; non-landscaped portions of sites, as determined by the Director.

d. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

e. Chemical weed control: See Technical Provisions – Pesticide Use, Section 3., paragraph a.

f. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

6. IRRIGATION

a. All landscape sites shall at all times receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

b. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3.-Functions and Responsibilities, paragraph c., above. Said maintenance shall include, but not limited to: visual and operational inspections one (1) time per week; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

The Contractor is required to furnish a full-time (40 hours/week-52 weeks/year) irrigation technician/specialist, equipped with a truck, and the tools, equipment, and materials necessary to fulfill these irrigation specifications.

c. For the purposes of these Special Provisions, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties up to the amount of 11 percent of the Contractor's monthly base price as set forth in Exhibit C., Section 1., paragraph b. Repairs due to vandalism, theft, and acts or omissions by third parties in excess of the above indicated amount may be billed as Additional Work, per Exhibit C., Section 2., paragraph a.

d. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

e. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

f. Automatic irrigation systems shall:

1. Be inspected for, and repaired as necessary to ensure, proper operation, and coverage not less than one (1) time per week;

2. Be turned off during periods of rainfall, or as directed by District field staff;

3. Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

g. Manually operated irrigation systems shall:

1. Be operated only when Contractor's personnel are present on site;

2. Be inspected for, and repaired as necessary to ensure proper operation, and coverage not less than at each time of operation;

3. Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

h. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

i. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

7. DEBRIS/LITTER

a. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

b. Contractor shall make a minimum of one (1) visitation per week of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walks the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of this condition.

c. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

d. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2., paragraphs a. and b.

e. The Contractor shall dispose of all debris and litter as described in paragraphs a. and b. above off-site, and in a legal manner.

f. The Contractor shall notify the Director **immediately** whenever suspected hazardous waste materials are discovered on service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

g. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

R.F.P. # DSG-1/10
EXHIBIT A – cont.

8. GREENWASTE RECYCLING

a. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

b. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in performance of contract's Scope of Work.

c. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

d. The Contractor shall submit a Monthly Greenwaste Report (see Contract Documents-Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities, paragraph a., above. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

e. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

R.F.P. # DSG-1/10
EXHIBIT A – cont.

R.F.P. # DSG-1/10
TECHNICAL PROVISIONS - FERTILIZATION

1. TURF FERTILIZATION

a. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps.	Type of Fertilizer	Rates per 1000 sq. ft. Lbs.of Actual N	Rates per 1000 sq. ft. Amt.of Fertilizer
JAN	-	-	-	-
FEB	1	22-0-6**	1.0	4.5 lbs
MAR	-	-	-	-
APR	Aeration†	Humus Base‡	0.5	Per product analysis
MAY	-	-	-	-
JUNE	1	22-5-5*	1.25	5.7 lbs
JULY	-	-	-	-
AUG	-	-	-	-
SEPT	-	-	-	-
OCT	1	22-5-5*	1.25	5.7 lbs
	Aeration†	Humus Base‡	0.5	Per product analysis
NOV	-	-	-	-
DEC	-	-	-	-

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See following section on fertilizers.
**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equal.
These fertilizers to contain micronutrients including iron. See following section on fertilizers.

† See General Provisions, Section 4., paragraph K., and Landscape Maintenance Specifications, Section 1., paragraph n., items 1. through 6.

‡ See Fertilization Specifications, Section 1., paragraphs c. and d. below.

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b. Per Technical Provisions – Landscape Section 1.n.6., a humus base fertilizer shall be applied to turf areas immediately following spring and fall aeration operations. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Humus base fertilizers to be applied by drop spreader only.

d. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

e. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

f. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals, paragraph a. above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b. above.

g. Written notification is required to Director five (5) days prior to fertilizer application.

2. SHRUB & GROUND COVER FERTILIZATION

a. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Apps.	Type of Fertilizer	Rates per 1000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
APR	1	23-5-10*	1.5	6.5 lbs
SEPT	1	23-5-10*	1.5	6.5 lbs

* 23-5-10/BEST® POLY SUPREME or approved equal

b. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

c. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said contract, per Section 8. – Use of Chemicals, paragraph a., above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b., above.

d. Written notification is required to Director five (5) days prior to fertilizer application.

e. For fertilizer application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

3. TREE FERTILIZATION

a. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

a. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

1. Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

2. Absolutely no injecting or drilling into tree trunk will be allowed.

3. Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

4. Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

c. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said contract, per Section 8. – Use of Chemicals, paragraph a., above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b., above.

d. Written notification is required to Director five (5) days prior to fertilizer application.

e. For fertilizer application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

R.F.P. # DSG-1/10
TECHNICAL PROVISIONS – PESTICIDE USE

1. GENERAL

a. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.

b. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Agreement.

c. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

d. Before the beginning of contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used in the fulfillment of said contract, per Section 8., paragraph a., above. A valid written pesticide use recommendation for each pesticide so listed shall be submitted concurrently with this list. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, paragraph b., above, any changes, additions, deletions or substitutions to the recommended pesticides so listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

e. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

2. REPORTING SPECIFICATIONS

a. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall containaccurate and valid information. The Director may require that copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

b. For pesticide application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

b. A five (5) working day written notice shall be given to the Director prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

a. Weed Control

1. All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice annually, as determined by the Director.

2. Appropriate chemical control must be used on the following weeds. This list is inclusive; other species may be added by the Director as necessary.

Bermuda Grass
Kikuyu Grass
Nutsedge
Field Bindweed
Spurge

3. Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

b. Snail Control

1. Snails shall be controlled on a regular basis on the following plant species:

   Agapanthus africanus;
   Aptenia sp.;
   Gazania sp.;
   Hemerocallis sp.

2. Snails shall be controlled on an as needed basis on all other plant material.

3. Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Insect and Disease Control

1. The Director may require that tree species which are being subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

2. The Director may require that all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

3. The Director may require that all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

4. The Director may require that all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

5. All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

d. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notice from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

4. TURF - PESTICIDE USAGE CRITERIA

a. Weed Control

1. When Director determines that turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications.

2. All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use.

3. Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 2., paragraph a.

b. Insect and Disease Control

1. All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed.

2. All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director.

c. Vertebrate Pest Control

1. All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of notice from the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4., paragraph a.

PROJECT LOCATION MAPS ON FOLLOWING PAGE

R.F.P. # DSG-1/10

EXHIBIT B
District Responsibilities

1. CONTRACT SUPERVISION

a. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his delegated representative(s), hereinafter designated as "Director."

b. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity, and communications), and to maintain their appurtenances (i.e., water and electrical meters, backflow devices). The District will pay the costs of water, electricity, and communications used in the sites covered by this Contract. The Contractor shall report to the Director any interruption of these services for whatever reason immediately upon Contractor's observation of same.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

a. The District shall maintain in full force and effect throughout the entire term of the contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this contract.

b. Director must give consent in writing prior to application of any Category I pesticide.

Project No. DSG-1/10
R.F.P. # DSG-1/10
EXHIBIT C

Payment Terms

1. CONTRACTOR'S COMPENSATION

a. The Contractor will be paid monthly per site for work performed satisfactorily under this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports of: 1) maintenance performed, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month. These reports shall be accompanied by a billing in accordance with the Contract price for the work performed, and shall become the basis for payment. No payment(s) shall be made until aforesaid reports have been submitted, and approved.

b. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of _____ dollars and _____/100 ($_____.__) per month, one (1) month in arrears, on the last day of the month. The total contract amount for _____ (__) months shall not exceed _____ dollars and _____/100 ($_____.__), except as provided for in Section 2., paragraph c. below.

c. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

a. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain work in addition to that set forth herein as Contractor's Scope of Work. Said Additional Work shall include: Section 2., paragraph c. below ("Additional Landscape Areas"), and; Exhibit A work tasks described as Additional Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Additional Work Price List, Sections A., B., or C., or at a price based on the Contractor's written

estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2., paragraph b. below, the Contractor shall not perform any such Additional Work without first obtaining express authorization from the District.

b. Notwithstanding the above requirement for prior authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the District for approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

c. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made of a new installation, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in the Exhibit E, Additional Work Price List, Section B., shall be prorated from the day the Contractor commences work on the additional areas.

d. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge <u>only</u> for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Additional Work Price List, Section A. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and 2) vandalism, theft, and acts or omissions by third parties up to the amount of 11 percent of Contractor's monthly base price as set forth in subsection 1.b. above.

e. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs a., b., and c. above in excess of the cumulative total of $_____.__ for each contract year during the term of this Contract.

3. <u>PAYMENT DEDUCTIONS</u>

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

a. Work required in the General or Special Provisions which is: not performed, or; not performed to the standards set forth therein, or;

not performed at or within the time(s) specified therein, or; is incomplete;

b. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delay occasioned by the failure of the District, or of the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to Contractor from District, will be presented to the Contractor by the Director prior to actual deduction to allow for explanations.

Project No. DSG-1/10
R.F.P. # DSG-1/10
EXHIBIT D

Term of Contract

1. TERM OF CONTRACT

a. Following approval by both parties, the Contract will commence on July 1, 2010 and shall terminate twelve (12) months thereafter.

b. At the expiration of its term, the Contract may be extended for up to four additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph b.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Agreement, or any extension thereof.

c. In considering the option to extend the Contract, as set forth in paragraph b. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on verifiable increases in cost to the Contractor to provide services required under Contractor's Scope of Work, or the current regional Consumer Price Index as published by the Bureau of Labor Statistics, whichever basis is agreed to by both parties.

d. At the expiration of its term, the Contract may, with the concurrence of both parties, be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph d.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Agreement, or any extensions thereof.

e. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Community Services District. In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the Community Services District does not grant necessary funding appropriations and/or program approval, then the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

Project No. DSG-1/10
R.F.P. # DSG-1/10
EXHIBIT E

SCHEDULE I

ATTACH ADDITIONAL SHEETS AS NECESSARY TO PROVIDE COMPLETE RESPONSES

1. COMPANY NAME: Trugreen landCare

TYPE

- Sole proprietor ____
- Partnership √
- Corporation ____

2. COMPANY ADDRESS/PHONE NUMBER

MAIN OFFICE: 1616 Marlborough Ave Bldg S
Riverside, CA 92507

SATELLITE OFFICE (if applicable): ____

3. CONTRACTOR LICENSE INFORMATION

- LICENSE NUMBER/CLASSIFICATION/NAME STYLE: 774548 / C27, C-61, D-49
Trugreen landCare a general Partnership
- NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 10
- LICENSE EXPIRATION DATE: ~~2/25/10~~ mm 8-16-10
- CURRENT LICENSE STATUS: Active.
- PRIOR ACTIONS AGAINST THIS LICENSE? IF YES, LIST CITATION TYPE AND HOW RESOLVED: no

4. COMPANY'S FEDERAL IDENTIFICATION NO.: 36-4313318

5. NAME AND TITLE OF COMPANY OFFICERS:

Rick Ascolese	President & CEO
Ron Brinkkampt	West Division Vice President
Mark Wesel	Region Vice President
Manny Mendis	Branch Manager

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EXHIBIT E – cont.

6. NUMBER OF YEARS COMPANY HAS PROVIDED LANDSCAPE MAINTENANCE SERVICES: 40 years through acquisitions

7. NUMBER OF YEARS COMPANY HAS PROVIDED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 40 years through acquisitions

8. CURRENT LANDSCAPE MAINTENANCE OPERATIONS
THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED BY ANSWERING THIS QUESTION (QUESTION 8.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

- TOTAL LANDSCAPE MAINTENANCE CONTRACTS: 126
- PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 51.
- TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: 5,220,000 Yearly Basic Maintenance
- PUBLIC AGENCY PERCENTAGE OF TOTAL MAINTENANCE CONTRACT VALUE: 26%
- NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS
  - SUPERVISORS: 6 AVERAGE SALARY RANGE: $ 46-60 K / * Yr.
  - TECHNICIANS: 10 AVERAGE WAGE SCALE: $ 14.00 /Hr.*
  - FOREMEN: 36 AVERAGE WAGE SCALE: $ 12.00 /Hr.*
  - LABORERS: 80 AVERAGE WAGE SCALE: $ 9.50 /Hr.*

  *Use fully burdened rate (i.e., taxes, insurance, benefits, OH &P) - this is a prevailing wage project

- TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

- MOTOR VEHICLES
  - TYPE: Pick Ups F150 + 1500 NUMBER: 15
  - TYPE: Stake Bed Trucks F250 + 450 NUMBER: 22
  - TYPE: Dump Trucks F450 NUMBER: 9
  - TYPE: NUMBER:
- POWER EQUIPMENT
  - TYPE: Gas Mowers NUMBER: 84
  - TYPE: Blowers: NUMBER: 98
  - TYPE: Hedge Trimmers NUMBER: 47
  - TYPE: Weed Eaters NUMBER: 57

Item No. B.3

R.F.P. # DSG-1/10
EXHIBIT E – cont.

9. REFERENCES

- **LIST AT LEAST THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS - CURRENT OR SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS. ATTACH RESPONSES ON ADDITIONAL SHEETS @ ONE (1) FOR EACH REFERENCE**

  - REFERENCE INFORMATION FURNISHED MUST INCLUDE:

    - NAME AND ADDRESS OF AGENCY;
    - NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
    - CONTRACT NAME(S) / NUMBER(S);
    - ANNUAL CONTRACT AMOUNT(S);
    - NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
    - LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
    - LENGTH OF CONTRACT(S).

- **THE FOLLOWING QUESTIONS WILL BE ASKED OF EACH REFERENCE SUBMITTED IN RESPONSE TO THIS QUESTIONNAIRE:**

  - Number of contracts / years under contract?;
  - Scope of contract(s)? Acreage(s)? Location(s)?;
  - Contract amount(s)?;
  - Adequate (quantity/quality) staffing?;
    - Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?;
    - Ability to comprehend /speak English?;
    - Appearance/Uniforms/Safety Equipment?;
    - Additional personnel available for extra work/special projects?;
  - Equipment in good working order?;
  - Effective in-company communications system?;
  - Knowledge of project/contract standard?;
  - Ability to respond to complaints / requests in a timely fashion?;
  - Willingness to resolve questions / disputes / deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?;
  - Accurate & timely billing / invoicing?;
  - Contract(s) successfully completed to term?;
  - Would you accept future proposals/bids from this firm?.

References:

1. City of Rancho Cucamonga
   9153 9th Street
   Rancho Cucamonga CA 91730
   Don Gentry (909) 477-2700
   December 1999 to Present
   $1,689,160.05 Annually
   Square Footage: 150 Acres
   Areas Serviced: LMD's throughout the City.

2. Jurupa Community Services District
   11201 Harrel Street
   Mira Loma CA 91752
   Ross Johnson (951) 685-7434
   September 2006 to Present
   $761,082.00 Annually
   Square Footage: 56 Acres
   Areas Serviced: LMD's throughout the City.

3. City of Banning
   5261 W. Wilson
   Banning CA 92220
   Duane Burke (951) 922-3138
   September 2005 to Present
   $31,000.00 Annually
   Square Footage: 2.5 Acres.
   Areas Serviced: City Hall, Aquatic Center, Police Stations

R.F.P. # DSG-1/10
EXHIBIT E – cont.

PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

Facilities:

List location/address of facility(ies) from which work crews and equipment will be dispatched.

1616 Marlborough #S
Riverside CA 92507

Equipment:

List equipment to be furnished to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full, and comprehensive response.

Motor Vehicles

Ford F350 Stake Bed Truck Maintenance
Ford F150 Pick Up Irrigator

Turf Maintenance Power Equipment/Tools

1 36" Mower
1 21" Mower
2 Hedge Trimmers.
2 Blowers.
2 Weed Eaters.
1 Gas Edger.

Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools
(list both powered and hand equipment/tools)

1- Vermeer 1800 Chipper
1- Vermeer Stump Grinder

R.F.P. # DSG-1/10
EXHIBIT E – cont.

Equipment (cont.)

Irrigation System Maintenance Equipment
(List both powered and hand equipment/tools)

Rainmaster & Pro Max remote controls.

Fertilizer Application Equipment
(List both powered and hand equipment/tools)

Lesco Spreader
Belly Grinder

Pesticide Application Equipment
(List both powered and hand equipment/tools)

Lesco Backpack Sprayer.

R.F.P. # DSG-1/10
EXHIBIT E – cont.

Staff:

List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full, and comprehensive response.

General Landscape Maintenance

(List labor, and administrative and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

(S) Conrado Sigala. Area Manager
(S) Lori Ledering Office Admin.
(S) Miguel Uribe Foreman
(S) Salvador Gonzales. Labor.
(S) Juan Velasquez Labor

Tree Trimming/Maintenance

(Include any ISA or equivalent certified personnel)

(S) Rafael Gomez ISA Certified.

Irrigation System Maintenance

(List technical personnel – include any relevant education, certification, licensing information for each person listed)

(S) Ramiro Ibarra Irrigation Tech.

Pesticide Application

(List licensed and/or certified personnel - all non-licensed, non-certified personnel must have received verifiable annual training)

Manny Mendes Branch Manager QAL 343666
Ray Velasquez Safety Coordinator QAL 37234

R.F.P. # DSG-1/10
EXHIBIT E – cont.

PROPOSED PROJECT WORK SCHEDULES

On the following two pages are blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed schedules for performing the work described in contract Exhibit A. Use additional sheets as necessary to provide a full, and comprehensive response.

MONTHLY SCHEDULE SHEET

1. List all tasks specified to be performed on a weekly or monthly basis for the DSG-1 area in the box corresponding to the day of the week/month you propose to do them. List man-hours estimated to complete each task.

2. Be sure to include administrative work tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

ANNUAL SCHEDULE SHEET

1. List all tasks specified to be performed for the DSG-1 area at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which you propose to do them. List man-hours estimated to complete each task.

2. Be sure to include any administrative work tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

R.F.P. # DSG-1/10
EXHIBIT E – cont.

PROPOSED PROJECT WORK SCHEDULES
DSG-1/10 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 Detail Trimming Trash Pick Up. Weeding Spraying 3 men - 24 hours Irrigator 8 hours	Detail Trimmig. Trash Pick Up- weedig + Sprayig 3 men 24 hours Irrigator 8 hours.	Blowig Walkways Mowig Edgig. Detail Trimmig. Trash Pick Up. Weedig Sprayig. 3 men 24 hours Irrigator 8 hours.	Mowig Edgig. Trash Pick Up Blowig Walkways 4 men 32 hrs. Irrigator 8 hrs. Job Walks & Meet City Inspector 1 hr.	Detail Trimmig Trash Pick UP weedig Sprayig 3 men 24 hours Irrigator 8 hours.
WEEK #2 Detail Trimmig - Trash Pick Up. weedig Sprayig. 3 men 24 hours irrigator 8 hours.	Detail Trimmig. Trash Pick UP Weedig Sprayig. 3 men 24 hours Irrigator 8 hours.	Mowig Edgig - Blowig Sidewalks Detail Trimmig. Trash Pick Up. weedig Sprayig. 3 men 24 hours. Irrigator 8 hours	Mowig Edgig- Trash Pick UP. Blowig Detail 4 men 32 hours Irrigator 8 hours	Detail Trimmig. Trash Pick UP weedig Sprayig - 3 men 24 hours. Irrigator 8 hours
WEEK #3 Detail Trimmig Trash Pick Up. Weedig Sprayig. 3 men 24 hours Irrigator 8 hours.	Detail Trimmig Trash Pick Up. weedig Sprayig 3 men 24 hours Irrigator 8 hours.	Mowig Edgig. Blowig Sidewalks Detail Trimmig. Trash Pick Up. weedig Sprayig. 3 men 24 hours Irrigator 8 hours	Mowig Edgig. Trash Pick Up. Blowig Sidewalks 4 men 32 hours Meet City Inspector 1 hour Irrigator 8 hours.	Detail Trimmig. Trash Pick UP. weedig Sprayig. 3 men 24 hours Irrigator 8 hours
WEEK #4 Detail Trimmig. Trash Pick UP. weedig Sprayig. 3 men 24 hours Irrigator 8 hours.	Detail Trimmig. Trash Pick Up. Weedig Sprayig. 3 men 24 hours. Irrigator 8 hours.	Mowig Edgig. Blowig Sidewalks. Detail Trimmig. Trash Pick Up. Weedig Sprayig. 3 men 24 hours. Irrigator 8 hours.	Mowig Edgig. Trash Pick UP. Blowig Sidewalks 4 men 32 hours Irrigator 8 hours.	Detail Trimmig. Trash Pick UP. Weedig Sprayig. 3 men 24 hours Irrigator 8 hours

R.F.P. # DSG-1/10
EXHIBIT E – cont.

PROPOSED PROJECT WORK SCHEDULES
DSG-1/10 ANNUAL SCHEDULE SHEET

JANUARY	**FEBRUARY** 22-0-6 Scotts Pro-Turf or 21-3-5 Best Turf w/Dimension 3 Hrs.	**MARCH**
APRIL Humus Base Fertilizer 23-5-10 Best Poly Supreme Shrubs & Ground Cover -Aeration 40 hrs.	**MAY**	**JUNE** 22-5-5 Best Turf Gold 3 Hrs.
JULY	**AUGUST**	**SEPTEMBER** 23-5-10 Best Poly Supreme Shrubs & Ground Cover
OCTOBER 22-5-5 Best Turf Gold 3 Hrs. -Aeration 40 hrs.	**NOVEMBER**	**DECEMBER**

Item No. B.3

R.F.P. # DSG-1/10
EXHIBIT E – cont.

PROPOSED ANNUAL MATERIAL SCHEDULE

Fertilizers:

List fertilizers to be furnished to execute work tasks specified in contract Exhibit A. Specify type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full, and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
– Best Turf Supreme w/ Dimension – or – Scotts Pro-Turf	1000 lbs.	$600.00
– Best Turf Gold	2000 lbs.	$840.00
– Best Poly Supreme	2000 lbs.	$750.00

Pesticides:

List pesticides to be furnished to execute work tasks specified in contract Exhibit A. Specify type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.) and brand name, estimated amount of each type/brand to be supplied annually, and estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE/BRAND NAME	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Riverdale Razor-Pro		$350
Fusilade – Grass Control		$200
Zeneca – XL-2G pre-emergent		$1500

R.F.P. # DSG-1/10
EXHIBIT E – cont.

COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

Communications:

Project General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. Also, the Contractor must designate some responsible employee to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Please describe your company's internal communications system, both office and in-field, and how it will enable your firm to provide the communication capability outlined in the project specifications. Also, please describe how your company will provide the specified twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

In Field 6:00 am - 5:00 pm Area Manager Cell Phone
Office 8:00 am - 5:00 pm Office Staff
After Hours 5:00 pm - 8:00 am Answering Service / Emergency #

Traffic Safety:

Project General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2003 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's traffic control practices and training generally, and how your firm intends to conduct work area traffic control operations if selected to provide service for this project. Use additional sheets as necessary to provide a full, and comprehensive response.

Thyssen Work Zone Safety Program - that all employees need to be certified (Safety Coordinator Ray Velasquez) does weekly inspections and tailgate safety meetings. Traffic cones and arrow boards are used as needed.

R.F.P. # DSG-1/10
EXHIBIT E – cont.

Communications/Traffic Safety/Greenwaste Recycling (cont.)

Greenwaste Recycling:

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope Of Work (see Appendix E. of project contract documents). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste you generate from your operations on the project. If you plan to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full, and comprehensive response.

CR & R Waste Management
P.O. Box 206
Stanton CA 90680
800 · 755 8112

Burke Industries
P.O. Box 7166
Buena Park CA 90622
909 - 786 · 0639

R.F.P. # DSG-1/10
EXHIBIT E – cont.

LIST OF SUBCONTRACTORS

SUBCONTRACTORS:

In compliance with the provisions of the Government Code, Section 4102, the undersigned prosper herewith sets forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
	n/a	

Item No. B.3

R.F.P. # DSG-1/10
EXHIBIT E – cont.

CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of the race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 1420, and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE Manny Mendes

PRINTED NAME Manny Mendes

TITLE Branch Manager

COMPANY NAME Truguen LandCare

DATE 1-13-10

R.F.P. # DSG-1/10
EXHIBIT E – cont.

PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Proposal Schedule A), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any contract between the Moreno Valley Community Services District and TruGreen LandCare, and as a further result, the aforesaid firm may be barred from participation in future District contracts as well as be subject to possible criminal prosecution, and;
- I have legal authority to bind TruGreen LandCare to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE SIGNED

SIGNATURE(S) Manuel Mendes

PRINTED NAME(S) Manny Mendes

TITLE(S) Branch Manager

COMPANY NAME TruGreen LandCare

DATE

R.F.P. # DSG-1/10
EXHIBIT E – cont.

SCHEDULE II

BID SCHEDULE

PROPOSER: TRUGREEN LANDCARE
(Company Name)

SITE	COST PER MONTH	TOTAL COST FOR 12 MONTHS
1. Tr 12305	$ 16.90	$ 202.80
2. Tr 12773	$ 323.06	$ 3876.72
3. Tr 12902	$ 171.85	$ 2062.20
4. Tr 14387	$ 63.46	$ 761.52
5. Tr 16769	$ 175.50	$ 2106.00
6. Tr 18283	$ 266.48	$ 3197.76
7. Tr 19141	$ 136.61	$ 1639.32
8. Tr 19142	$ 92.43	$ 1109.16
9. Tr 19210	$ 216.92	$ 2603.04
10. Tr 19233	$ 116.06	$ 1392.72
11. Tr 19474	$ 169.42	$ 2033.04
12. Tr 19496	$ 84.24	$ 1010.88
13. Tr 19529	$ 77.92	$ 935.04
14. Tr 19533	$ 173.16	$ 2077.92
15. Tr 19541	$ 124.60	$ 1495.20
16. Tr 19675	$ 59.67	$ 716.04
17. Tr 19862	$ 206.04	$ 2472.48
18. Tr 19912	$ 274.95	$ 3299.40
19. Tr 19937	$ 488.83	$ 5865.96
20. Tr 20120	$ 87.75	$ 1053.00
21. Tr 20197	$ 320.11	$ 3841.32
22. Tr 20404	$ 845.63	$ 10,147.56

MV00205323

R.F.P. # DSG-1/10
EXHIBIT E – cont.

SITE	COST PER MONTH	TOTAL COST FOR 12 MONTHS
23. Tr 20718	$ 538.30	$ 6459.60
24. Tr 20941	$ 224.64	$ 2695.68
25. Tr 21113	$ 285.48	$ 3425.76
26. Tr 21345	$ 154.44	$ 1853.28
27. Tr 21597	$ 777.58	$ 9330.96
28. Tr 21737	$ 91.73	$ 1100.76
29. Tr 21806	$ 139.82	$ 1677.84
30. Tr 22999	$ 74.97	$ 899.64
31. Tr 28882	$ 491.00	$ 5892.00
32. Tr 20579	$ 486.30	$ 5835.60
33. Tr 21333	$ 1275.30	$ 15,303.60
34. Tr 22371	$ 417.55	$ 5010.60
35. Tr 10191/18468	$ 254.38	$ 3052.56
36. Tr 19080	$ 474.80	$ 5697.60
37. Tr 31269-1	$ 1023.12	$ 12,277.44
38. Tr 31268	$ 165.15	$ 1981.80
39. Tr 30967	$ 421.50	$ 5058.00
40. Tr 32018	$ 264.55	$ 3174.60
41. Tr 31257	$ 624.45	$ 7493.40
42. Tr 31424	$ 204.75	$ 2457.00
43. Tr 32625	$ 417.13	$ 5005.56
44. Tr 31269	$ 174.33	$ 2091.96
45. Tr 22889	$ 384.65	$ 4615.80
46. Tr 31591	$ 384.80	$ 4617.60
47. Tr 31129	$ 290.04	$ 3480.48
48. Tr 32715	$ 297.53	$ 3570.36
TOTALS	$ 14,829 .88	$ 177,958 .60

Item No. B.3

R.F.P. # DSG-1/10
EXHIBIT E – cont.

Total Proposal Amount in figures: $177,958 and 60 /100's Dollars

Total Proposal Amount in words: One hundred seventy-seven thousand nine hundred fifty-eight and sixty /100's Dollars

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway irrigation and landscaping as set forth in Exhibit A of this contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 2 has/have been received and is/are made a part of this proposal.

Manuel Mendez — 1-14-10
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

MV00205325

R.F.P. # DSG-1/10
EXHIBIT E – cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

A. Prices for Emergency Work, Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibit A., Section 3., paragraph e., and; Exhibit C., Section 2., paragraphs a. through d.

UNIT PRICES

1.	Pop-up sprink. in place:	4"	@	$ 9.00	ea
		6"	@	$ 13.00	ea
		12"	@	$ 20.00	ea
2.	Pop-up gear drive sprink. in place:	4"	@	$ 17.00	ea
		12"	@	$ 30.00	ea
3.	Fixed Shrub sprink. In place:		@	$ 6.00	ea
4.	Fixed shrub gear drive sprink. In place:		@	$ 15.00	ea
5.	1 gal. shrub/vine/ground cover in place		@	$ 8.00	ea
6.	5 gal. shrub/vine/ground cover in place		@	$ 25.00	ea
7.	5 gal. tree in place (stakes incl)		@	$ 32.00	ea
8.	15 gal. tree in place (stakes incl)		@	$ 80.00	ea
9.	24" box tree in place (stakes incl)		@	$ 275.00	ea
10.	36" box tree in place (guy wires incl)		@	$ 675.00	ea
11.	Flat of ground cover in place		@	$ 23.00	ea
12.	Planter bed mulch in place		@	$ 38.00	/cu. yd
13.	Additional labor		@	$ 30.00	/man hour
14.	Additional supervision		@	$ 45.00	/man hour
15.	Additional Irrigation Technician		@	$ 60.00	/man hour

PROPOSER: TruGreen LandCare
(Company Name)

R.F.P. # DSG-1/10
EXHIBIT E – cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

COST SECTION A, (ADD ITEMS 1 THROUGH 15: FROM PREVIOUS PAGE) $ 1401.00

ROUTINE IRRIGATION REPAIR PRICES

A. Irrigation repair parts for routine repairs @ cost plus 15 %

COMPUTE TOTAL COST, SECTION A:

STEP 1: MULTIPLY "COST SECTION A" BY THE "COST PLUS" PERCENTAGE ENTERED FOR ITEM A. 18. ABOVE

STEP 2: ADD THE COMPUTATION RESULT TO "COST SECTION A" AND ENTER BELOW

TOTAL COST OF SECTION A = $ 1611.15

B. Unit prices for Additional Work (additional landscape areas) per Section 3., paragraph f.

1. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.0235 /sq. ft./mo.

2. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.02 /sq. ft./mo.

TOTAL COST SECTION B:
ITEMS 1 & 2 ABOVE = $ 0.0435

C. Any other Additional Work shall be quoted per Section 3., paragraph d. of the Terms & Conditions. TOTAL ADDITIONAL WORK PRICE COST:

SUM OF TOTAL COSTS FOR SECTIONS A & B = $ 1611.1935

PROPOSER: TruGreen LandCare
(Company Name)

R.F.P. # DSG-1/10
EXHIBIT E – cont.

CONTRACT PROPOSAL

The undersigned declares that he has carefully examined the location(s) of the proposed work, that he has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth on the following proposal. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM BASE COMPENSATION SHEET):
One hundred seventy-seven thousand, nine hundred fifty-eight and sixty/100's dollars
(Dollar Amount in Words)

$ 177,958.60
(Dollar Amount in Figures)

TOTAL ADDITIONAL WORK PRICE COST (FROM ADDITIONAL WORK PRICE LIST):
One thousand, six hundred-eleven and nineteen/100's dollars
(Dollar Amount in Words)

$ 1611.1935
(Dollar Amount in Figures)

TOTAL COMBINED BASE COMPENSATION AMOUNT AND ADDITIONAL WORK PRICE COST:
One hundred seventy-nine thousand, five hundred sixty-nine and seventy-nine/100's dollars
(Dollar Amount in Words)

$ 179,569.79
(Dollar Amount in Figures)

Date: 1-14-10

Proposer: TRUGREEN LANDCARE
(Company Name)

By: Manuel Mendez
(Signature)

Title: BRANCH MANAGER

State License Number and Classification: 774548 / C-27, D-49, C-61

If a corporation, complete the following:
INCORPORATED UNDER LAWS OF THE STATE OF _____

PRESIDENT _____

(Corporate Seal)

SECRETARY _____

Item No. B.3

R.F.P. # DSG-1/10
EXHIBIT E – cont.

AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is cash, a cashier's check, or a certified check, or a Proposal Surety Bond for_____, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated 1-14-10

Signature of Proposer Manuel Mendes

By Miguel Landeros

Address of Proposer 1616 Marlborough #S
Riverside CA 92507

Telephone Number of Proposer (951) 688-6880

Names and Addresses of Members of the Firm:

_____

_____

(If a Corporation)

Signature of Proposer Manuel Mendes

By MANUEL MENDES

Title Branch Manager

Business Address 1616 Marlborough Ave Bldg S
Riverside, CA 92507

R.F.P. # DSG-1/10
EXHIBIT E – cont.

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of ~~Delaware~~ CALIFORNIA (MM)

State License Number and Classification 774548 / C27

PRESIDENT_____

SECRETARY_____

TREASURER_____

(Corporate Seal)

TRUGREEN LandCare[sm]

DESIGNATION OF REPRESENTATIVE

I, Thomas E. Courtney, Vice President & Associate General Counsel of TruGreen LandCare L.L.C., the general partner of TRUGREEN LANDCARE, a California general partnership ("Company"), with full power and authority, do hereby authorize and direct Manny Mendes, Branch Manager, TruGreen LandCare, 1616 Marlborough, Building S, Riverside, California 92507 to represent the Company to execute any and all bid documents, related contracts and documents to effectuate the terms of the contracts for R. F. P. #DSG – 1/10, Maintenance of Parkway Landscaping and Irrigation entered into on behalf of the Company with the Moreno Valley Community Services District.

This Designation of Representative expires at midnight on January, 11, 2011.

TRUGREEN LANDCARE, a California general Partnership

By: TruGreen LandCare L.L.C.,
Its: General Partner

By: _____
Thomas E. Courtney
Vice President & Associate General Counsel

Dated: January 11, 2010

STATE OF TENNESSEE}
COUNTY OF SHELBY}

Before me, M. Elaine Green, a Notary Public for said State and County, personally appeared THOMAS E. COURTNEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Vice President & Associate General Counsel of TruGreen LandCare L.L.C., a Delaware limited liability company, the General Partner of TRUGREEN LANDCARE, the within named bargainor, a California general partnership, and that he as such Vice President & Associate General Counsel, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand, at office, this 11th day of January, 2010.

M. ELAINE GREEN STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY

MY COMMISSION EXPIRES
November 20, 2011

M. Elaine Green
Notary Public

My Commission Expires:_____

MV00205331

Moreno Valley Community Services District
Landscaping & Irrigation

Zone D-SG1 • Full Service

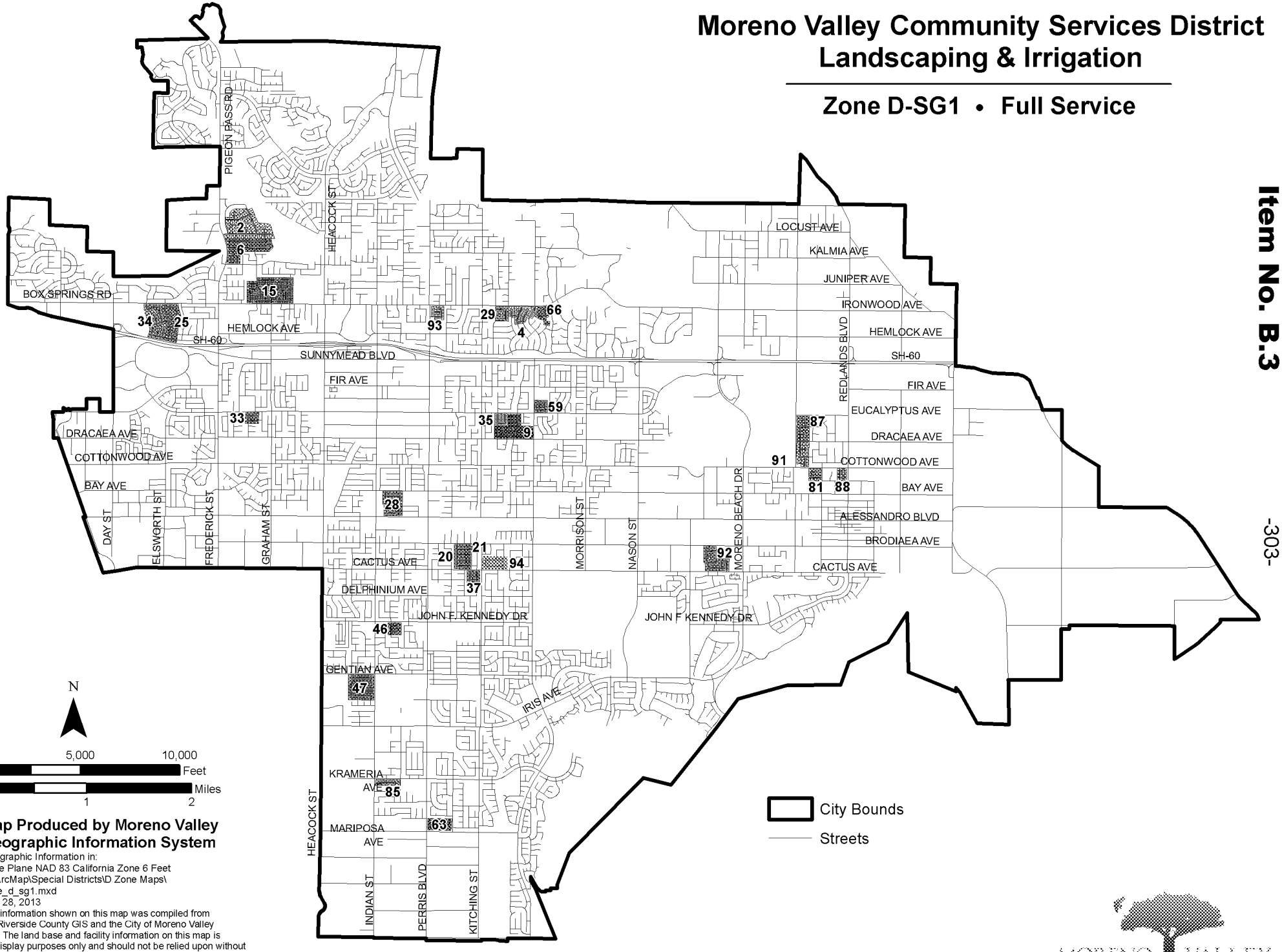

Map Produced by Moreno Valley Geographic Information System

Geographic Information in:
State Plane NAD 83 California Zone 6 Feet
G:\ArcMap\Special Districts\D Zone Maps\
zone_d_sg1.mxd
May 28, 2013

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map.

MORENO VALLEY
WHERE DREAMS SOAR

Item No. B.3

Moreno Valley Community Services District
Landscaping & Irrigation

Zone D-SG1 • Full Service

Map ID	Tract Number	Area (Sq. Ft.)
2	TR 12305	722
4	TR 12902	7,344
6	TR 14387/12268	2,712
9	TR 16769	7,500
15	TR 18283	11,388
20	TR 19141	5,838
21	TR 19142	3,950
25	TR 19233	4,960
28	TR 19474	7,240
29	TR 19496	3,600
33	TR 19529	3,330
34	TR 19533	7,400
35	TR 19541	5,325
37	TR 19675	2,550
46	TR 20120	3,750
47	TR 20197	13,680
59	TR 21345	6,600
63	TR 21806	5,975
66	TR 22999	3,204
81	TR 31268	7,058
85	TR 30967	18,013
87	TR 31424	8,750
88	TR 32625	17,826
91	TR 31269	7,450
92	TR 31129	12,395
93	TR 32715	12,120
94	TR 21597	34,330

Total Area, Service Area: **225,010 sq ft**

Total Acreage, Service Area: **5.17**

Print Date: May 28, 2013
File: G:\ArcMap\Special Districts\zone_d_sg1_pg2.mxd

MV00205333

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: FIRST EXTENSION OF THE AGREEMENT - PROJECT NO. DSG-2/12-13 ZONE D (REDUCED SERVICE LEVEL) MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION

RECOMMENDED ACTION

Recommendations:

1. Approve the First Extension of the Amended Agreement ("Second Extension Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. DSG-2/12-13, with Mariposa Landscape, Inc., 15529 Arrow Highway, Irwindale, CA 91706 for Zone D (Parkway Landscape Maintenance Services) for areas receiving reduced landscape maintenance services.

2. Authorize the City Manager to execute the First Extension Agreement for DSG-2/12-13 with Mariposa Landscape, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Mariposa Landscape, Inc. in the not-to-exceed (NTE) amount of $177,263.27 ($157,263.27 for base services and $20,000.00 for additional work services).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include:

Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services.

Zone E (extensive landscape maintenance), provides landscape maintenance services at full (standard) or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), E-15 (Celebration), and E-16 (Shadow Mountain).

Zone M (Commercial, Industrial, and/or Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide, and

Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors that perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement (Agreement). In accordance with the terms of the Agreement, annual extensions of the Agreement (Extension Agreement) may be entered into up to no more than 4 extensions of the original Agreement, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the CSD (District) and Contractor, at the base rate as provided in the Amended Agreement, plus an additional amount for extra or unanticipated work (additional work amount) that may be performed during the term of the Agreement plus any applicable Extension Agreement.

The Agreement or Extension Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. “Base services” include: mowing, edging and trimming of turf grass areas, pruning and trimming of shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes

and groundcovers, and pesticide applications. Base services are performed on a scheduled rotation basis. "Additional work services" include, but are not necessarily limited to, additional labor and material costs for irrigation repairs, plant material replacement, fertilizer applications and the addition of added square footage of landscaped areas to be added to a Zone's service area at the unit prices for additional work as specified in the Amended Agreement.

DISCUSSION

On March 28, 2012, the Special Districts Division of the Financial and Management Services Department (formerly the Public Works Department) received valid proposals from three (3) landscape maintenance firms in response to a Request for Proposal (RFP) to provide reduced level landscape maintenance services of the landscaped parkways, medians, and the irrigation system associated with Zone D tracts. On July 10, 2012 upon staffs' evaluation of the proposals and recommendation, the City Council, acting in its capacity as the Board of Directors of the Moreno Valley CSD awarded the contract for landscape maintenance of Zone D (DSG-2 reduced service level landscape maintenance) to Mariposa Landscape, Inc., Irwindale, CA (the "Contractor"). The amount of the Agreement for the initial twelve-month term was $165,884.00 for reduced service level landscape maintenance ($155,784.00 for base services; $10,100.00 for estimated additional work).

In July of 2012, the Contractor was notified that the parkway area of Tract 21616 had been converted from turf grass to planter materials, which adjusted the overall base amount of the Agreement from $155,784.00 to $154,285.56 (a reduction of $1,498.44), which is consistent with the removal of the maintenance cost associated with the turf sq. footage and the addition of the planter sq. footage in accordance with the unit prices for additional work as provided for on, Exhibit E. Additional Work Price List, D. 3, of the Agreement. This change in the type of landscape material (from turf to planter) modified the overall Agreement from $165,884.00 to $164,385.56.

On May 14, 2013, the Agreement was amended to increase the additional work amount from $10,100.00 to $17,200.00 (an increase of $7,100.00 in the additional work amount). The NTE cost of the Agreement as amended, (Amended Agreement), which also reflected the modification in the base amount of the Agreement for Tract 21616, for FY 2012/13, totaled $171,485.56 ($154,285.56 for base and $17,200.00 for additional work).

The service levels for Zone D (DSG-2) as provided are consistent with the terms of the CSD Zone D General Service Level Guidelines, as listed the CSD Zone D Service Plan Policy, (adopted by the CSD Board on January 22, 2002, as most recently amended on April 26, 2011). The Contractor has consistently provided satisfactory service in accordance with the terms of the Amended Agreement. However due to staffing limitations of Special Districts field personnel, it is desirable to increase the frequency of irrigator technician inspections from the monthly inspection frequency, in accordance with the Amended Agreement, to a bi-monthly (every two weeks) inspection frequency. The increase in service will help to identify and address irrigation repairs in the

landscaped areas in Zone D (DSG-2) to prevent an unnecessary decline in the health of the plant material and reduce the potential increase in costs due to water loss. To accommodate this additional work, the Contractor has agreed to accept a 1.93% CPI increase in the base amount of the Amended Agreement adjusted it from $154,285.56 to $157,263.27 (an increase of $2,977.71) and has agreed to extend the Amended Agreement based upon the same terms in accordance with the reduced service level for Zone D (DSG).

Approval of the Extension Agreement for Fiscal Year 2013/14

Approval of the First Extension Agreement, is being recommended for authorization in the NTE amount of $177,263.27 ($157,263.27 for Zone D (DSG-2) base maintenance services and $20,000.00 for Zone D (DSG-2) additional work). This is the first of four possible extensions allowed per the terms of the Amended Agreement.

Authority for City Manager Approval of Extension Agreements for the Balance of Available Extensions to the Amended Agreement

Pursuant to City Council Resolution No. 2008-115, the City Council shall provide approval of procurements greater than $100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Amended Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the DSG-2/12-13 Amended Agreement, as may be allowed per the terms of the Amended Agreement. Potential extensions are those extensions which may be allowed, contingent upon satisfactory service by the Contractor and concurrence by the City and Contractor to enter into an extension of the Agreement, or the Agreement as Amended.

DSG-2/12-13						
	FY 2012/13 Original Amended Agreement[1]	FY 2013/14 Proposed First Extension[2]	FY 2014/15 Potential Second Extension[3]	FY 2015/16 Potential Third Extension[3]	FY 2016/17 Potential Fourth Extension[3]	Cumulative Total
Base	$ 154,285.56	$157,263.27	$157,263.27	$ 157,263.27	$ 157,263.27	$ 783,338.64
Additional Work	$ 17,200.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 97,200.00
Total	$ 171,485.56	$177,263.27	$177,263.27	$ 177,263.27	$ 177,263.27	$ 880,538.64

[1] The Original Agreement includes a reduction 3,670 sq. ft. of parkway turf in Tract 21616 that converted to planter material, which adjusted the base amount of the Agreement from $155,784.00 to $154,285.56 a reduction of ($1,498.44). The Original Agreement as First Amended includes an added work amount to accomodate additional irrigation repair services, which adjusted the additional work amount from $10,100.00 to $17,200.00 (and increase of $7,100.00) .

[2] The base amount for FY 2013/14 reflects a CPI increase of 1.93% ($2,977.71) to cover the cost of added irrigation inspection services on a twice a month basis, an increase from the monthly inspection as per the Agreement. These services are necessary given the age of some Tract irrigation infrastructure. Also, the additional work amount for FY 2013/14 reflects a proposed increase for additional services, including replants and some irrigation repair services, as may be required.

Staff is requesting the City Council authorize the City Manager to approve extensions and any necessary amendments up to, as well as associated purchase orders (P.O.) for all remaining extensions available, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council (CSD Board) and demonstration by the Contractor of having provided satisfactory performance of the services, per the terms of the Amended Agreement in the prior year(s), and both the City and the Contractor mutually agreeing to extend the Amended Agreement.

ALTERNATIVES

1. Approve the First Extension Agreement for DSG-2/12-13 with Mariposa Landscape, Inc., in the form attached hereto to provide for the continuation of landscape maintenance services; authorize the City Manager to execute said First Extension Agreement for DSG-2/12-13 with Mariposa Landscape, Inc.; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $177,263.27 ($157,263.27 for Zone D (DSG-2) base services and $20,00.00 for Zone D (DSG-2) additional work services); and authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement and authorize the associated P.O.s as may be required in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will ensure uninterrupted landscape maintenance and irrigation services be provided to the parkways and medians associated with the Zone D (DSG-2 reduced service level landscape maintenance) tracts located throughout various designated areas of the city.*

2. Do not approve the First Extension Agreement for DSG-2/12-13 with Mariposa Landscape, Inc., in the form attached hereto to provide for the continuation of landscape maintenance services; nor authorize the City Manager to execute said First Extension Agreement for DSG-2/12-13 with Mariposa Landscape, Inc.; nor authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $177,263.27 ($157,263.27 for Zone D (DSG-2) base services and $20,00.00 for Zone D (DSG-2) additional work services); and do not authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement nor authorize subsequent P.O.s as may be required in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney. *By selecting this alternative, there will be an interruption in landscape maintenance and irrigation services provided to the parkways and medians associated with the Zone D (DSG-2 reduced service level landscape maintenance) landscaped areas, which will prevent necessary landscape maintenance services from being performed.*

FISCAL IMPACT

Administration and maintenance of Zone D is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills. Revenue from the parcel charges collected for Zone D may only be used for landscape

maintenances services associated with the parkways and medians in Zone D. **The costs for these maintenance services have been budgeted, respectively, for each of these Zones for the coming fiscal year**. **These actions will not impact the City's General Fund.**

The following table represents the base and additional work costs for FY 2013/14 associated with the DSG-2/12-13 First Extension Agreement for Zone D tracts that receive reduced service level landscape maintenance.

Service Area (Zone)	Contractor	GL Account	2013/14 Base Agreement Amount	2013/14 Additional Work Agreement Amount	2013/14 Total Agreement Amount
DSG-2	Mariposa Landscapes, Inc.	5111-30-79-25704-620910	$ 157,263.27	$ 20,000.00	$ 177,263.27

CITY COUNCIL GOALS

Community Image and Positive Environment:

City Council in their capacity as the CSD Board will allow for the continued promotion of community image, as well as neighborhood pride and cleanliness, through continued maintenance of parkways and medians of CSD maintained landscaped areas by approval of this item.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1 – First Extension Agreement for DSG-2/12-13for FY 2013/14

Attachment 2 – First Amendment to the Agreement

Attachment 3 – Agreement for DSG-2/12-13 for FY 2012/13

Attachment 4 – Site Map – Zone D (DSG-2/13-13)

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00205341

FIRST EXTENSION AGREEMENT
PROJECT NO. DSG-2/12-13
MAINTENANCE OF PARKWAY & MEDIAN LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereinafter, "District") and **Mariposa Landscape, Inc.,** (hereinafter, "Contractor").

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated July 10, 2012, referencing Project No. DSG-2/12-13 Maintenance of Parkway & Median Landscaping and Irrigation for the maintenance of the District's parkway and median landscaping, and irrigation systems associated with certain tracts within the District's Zone D service area that receive reduced service level landscape maintenance; and,

WHEREAS, Contractor was provided written notification that 3,670 sq. ft. of parkway turf for Tract 21616 had been converted to planter material, which adjusted the overall base amount of the Agreement from $155,784.00 to $154,285.56 in accordance with the unit prices for additional work (additional landscape areas) as provided in the Agreement, Exhibit E, Additional Work Price List, D., 3.; and,

WHEREAS, a First Amendment to the Agreement (First Amendment and the Agreement, collectively referred to hereinafter as the "Amended Agreement") was entered into, which adjusted the Agreement to accommodate an additional work amount in FY 2012/13 from $7,100.00 to $17,200.00 an increase of $10,100.00 for necessary additional work; and ,

WHEREAS, landscape maintenance services provided during the initial term of the Amended Agreement were sufficiently performed; and,

WHEREAS, District and Contractor agree to increase the frequency of irrigator inspection services from the current monthly schedule to a bi-monthly (every two week) schedule; and,

WHEREAS, pursuant to the terms of the Agreement, both parties wish to further extend the Amended Agreement and include a 1.93% CPI increase of $2,977.71 to the base amount which will increase it from $154,285.56 to $157,263.27 to accommodate the increased frequency in irrigator inspection services from the current monthly schedule to a bi-monthly (every two week) schedule; and,

WHEREAS, the Amended Agreement, as extended, (First Extension Agreement) shall be extended for a period of twelve (12) months under the following terms:

1. The First Extension Agreement period shall commence on **July 1, 2013** and shall terminate on **June 30, 2014.**

2. In accordance with Exhibit D., 1., B., of the Agreement, this First Extension Agreement shall be considered the first of four possible extensions of the Amended Agreement.

3. For the period of this First Extension Agreement and except where additional compensation is specifically provided for in the Amended Agreement, the District will pay the Contractor for work (labor, materials, supplies, equipment, etc.) performed under this First Extension Agreement for maintenance of the Zone D (DSG-2 - reduced service level) parkways consistent with the payment terms of the Amended Agreement in the total amount of **THIRTEEN THOUSAND ONE HUNDRED FIVE AND 27/100 DOLLARS ($13,105.27)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **ONE HUNDRED FIFTY-SEVEN THOUSAND TWO HUNDRED SIXTY-THREE AND 27/100 DOLLARS ($157,263.27)**.

4. Services per the terms of the Amended Agreement and for this First Extension Agreement will be provided to those tracts as identified on Exhibit A attached hereto this First Extension Agreement.

5. Notwithstanding Exhibit E., D., Additional Work Price List, 3., a,. of the Agreement, the unit costs set forth therein shall be for any landscape areas added to the project during the period of this First Extension Agreement, which shall be at a cost of **$0.0093/sq.ft./mo**.

6. Notwithstanding Exhibit C., 2., E., of the Agreement, for the period of this First Extension Agreement and except as specifically approved by subsequent action of the CSD Board or the City Manager, as directed by the CSD Board, the Director (the Chief Financial Officer/City Treasurer or their designated appointee) may not authorize additional work pursuant to this First Extension Agreement or the Amended Agreement in excess of the cumulative total of **TWENTY THOUSAND AND 00/100 DOLLARS ($20,000.00)**.

7. Except as set forth herein, all other terms and conditions of the Amended Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor: TruGreen Landcare
By: _____	By: _____
Title: City Manager, Acting in the capacity of District Manager to the Moreno Valley Community Services District	Title: (President or Vice President)
Date: _____	Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary

Date: _____
Affix Corporate Seal Below

FIRST EXTENSION AGREEMENT
PROJECT NO. DSG-2/12-13
MAINTENANCE OF LANDSCAPING AND IRRIGATION

DSG-2 Tract	Estimated Turf sq. footage	Estimated planter sq. footage	FY 2013/14 Cost
17176		21,097	$ 2,244.00
21332		19,440	$ 2,064.00
21333		54,500	$ 5,772.00
20727		51,216	$ 5,424.00
10980/13576/19081		20,291	$ 2,148.00
20030		11,200	$ 1,188.00
19551		36,364	$ 3,852.00
22093		8,873	$ 936.00
18512/21322		59,940	$ 6,348.00
31257		26,686	$ 6,012.00
19032		9,132	$ 972.00
11848		9,066	$ 960.00
10191/18468		10,871	$ 1,152.00
18930		38,849	$ 4,116.00
19862		8,805	$ 936.00
21737	2,640	1,280	$ 1,608.00
20072		23,550	$ 2,496.00
19208		17,680	$ 1,872.00
19799		17,652	$ 1,860.00
28882		20,983	$ 2,220.00
18784/20906		30,432	$ 3,228.00
16768		16,281	$ 1,728.00
17033		9,990	$ 1,056.00
19500		3,636	$ 384.00
22371		17,844	$ 1,896.00
20525		16,500	$ 1,752.00
23046		16,000	$ 1,692.00
24721		6,882	$ 732.00
31591		16,445	$ 1,740.00
22276		11,690	$ 1,236.00
22277		20,485	$ 2,172.00
17337		37,680	$ 3,996.00
15387		9,049	$ 960.00
19957		6,810	$ 720.00
20032		14,076	$ 1,488.00
19509		18,328	$ 1,944.00
16770		5,830	$ 612.00
32018		7,865	$ 828.00
19852		28,800	$ 3,036.00
27526		16,373	$ 1,740.00
30027		45,833	$ 4,860.00
19518/18372		12,634	$ 1,344.00
13585	4,600	2,000	$ 2,508.00
20941	2,145	7,455	$ 1,920.00

Exhibit A

FIRST EXTENSION AGREEMENT
PROJECT NO. DSG-2/12-13
MAINTENANCE OF LANDSCAPING AND IRRIGATION

DSG-2 Tract	Estimated Turf sq. footage	Estimated planter sq. footage	FY 2013/14 Cost
31269-1		43,723	$ 4,632.00
31284		28,321	$ 3,000.00
17387		4,384	$ 468.00
19143		4,864	$ 516.00
21616		23,528	$ 2,521.56
17867		13,778	$ 1,464.00
12773		13,806	$ 1,476.00
19685		62,530	$ 6,624.00
19210		9,270	$ 984.00
19363		13,320	$ 1,416.00
19434		13,848	$ 1,392.00
17457		3,444	$ 396.00
19912		11,750	$ 1,248.00
20552		19,458	$ 2,064.00
20404		36,138	$ 3,828.00
20718		23,004	$ 2,448.00
20869		2,100	$ 300.00
15433		24,161	$ 2,568.00
22889		16,438	$ 1,752.00
19937		20,890	$ 2,220.00
20301	3,400	3,800	$ 2,208.00
20660		11,912	$ 1,272.00
20859		33,630	$ 3,564.00
21113	1,700	10,500	$ 2,076.00
20715		51,280	$ 5,436.00
29038		6,243	$ 660.00
Sub-Total	14,485	1,352,513	$ 154,285.56
Added Cost for Irrigator Services [1]			$ 2,977.71
Total Base Contract Agreement Cost			$ 157,263.27

[1] For added irrigator services, in FY 2013/14 from monthly to bi-monthly.

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MV00205347

FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT MORENO VALLEY COMMUNITY SERVICES DISTRICT MAINTENANCE OF PARKWAY & MEDIAN LANDSCAPING AND IRRIGATION

PROJECT NO. DSG-2/12-13

This First Amendment to the Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT, a municipal corporation, hereinafter referred to as "CSD," and Mariposa Landscapes, Inc., a California Corporation hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for RFP NO. DSG-2/12/13 PROJECT NO. DSG-2/12-13, hereinafter referred to as "Agreement," dated July 10, 2012; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform maintenance of landscaping and irrigation of the landscaped parkways and medians for the DSG-2 areas as provided in the Agreement; and,

WHEREAS, the Agreement was authorized in the not-to-exceed (NTE) amount of $165,884.00 ($155,784.00 for base maintenance services to be paid at a rate of $12,982.00 per month, one month in arrears and $10,100.00 for additional work); and,

WHEREAS, on July 30, 2012, a notification letter was submitted to the Contractor that 3,670 sq. ft. of parkway turf had been converted to planter material, which adjusted the Agreement from $165,884.00 to $164,385.56 (a reduction in the base maintenance from $155,784.00 to $154,285.56); and,

FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. DSG-2/12-13

WHEREAS, the amount of additional work that was identified is greater than anticipated when the Agreement was entered into, which will require a $7,100.00 increase in the Agreement's additional work allocation from $10,100.00 to $17,200.00, to cover the cost of additional services, which includes but is not limited to labor and materials, for irrigation repairs and replanting services to be performed or provided by the Contractor.

SECTION 1 FIRST AMENDMENT to the AGREEMENT:

1.1 Total Contract Amendment from $165,884.00 to $171,485.56 ($154,285.56 for base maintenance services, to be paid at a rate of $12,857.13 per month, one month in arrears and $17,200.00 for additional work).

1.1.a. Base Amount: Base amount was reduced from $155,784.00 to $154,285.56 by $1,498.44.

1.1.b. Additional Work: Amend the Additional Work Amount of the Agreement, Exhibit C, Section 2. E. from $10,100.00 to $17,200.00, an increase of $7,100.00, to accommodate additional labor and material costs associated with irrigation and replanting services.

SECTION 2

2.1 Except as otherwise specifically provided in this First Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. DSG-2/12-13

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District

Date: _____

Contractor: Mariposa Landscapes, Inc.

By: _____
Title: (President or Vice President)

Date: 04-25-13

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: 04-25-13

Affix Corporate Seal Below
(If applicable)

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

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MV00205351

INDEPENDENT CONTRACTOR AGREEMENT

RFP NO. DSG-2/12-13
PROJECT NO. DSG-2/12-13
MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name	Mariposa Landscapes, Inc.
Street Address	15529 Arrow Hwy.,
Street Address	
City, State, Zip	Irwindale, CA 91706
Mailing Address (If same as Street Address, write same or same as above)	Same
Business Phone (with area code)	(626) 960-3809
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	(909) 429-2546
Fax Number	
Email Address	
Social Security Number	
Business License Number	
Federal Tax ID Number	
Contractor's License Number & Classification	592268/ C-27, A, C61/D49

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contract Starting Date is July 1, 2012 and the Contract Ending Date is June 30, 2013. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will consider Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

A. Control of Work. Except for compliance with service schedules, general and technical specification provisions (which may also be referred to herein as specifications) and performance standards as provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Contract.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (District), and the their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, Housing Authority's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, Housing Authority, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, Housing Authority, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of

carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Contract

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/District/Housing Authority premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.
By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City's Risk Manager prior to the execution of this Contract. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, the Moreno Valley Community Services District, and, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the City of amendment or cancellation, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The District and the Contractor agree that to the

extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.

J. Termination.

1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.

2. The District may terminate this Contract without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor: 15529 Arrow Highway, Irwindale, CA 91706
[Mailing Address (Post Office Box, if applicable]
626-960-0196
[Telephone number]
626-960-8477
[Fax number]
jaimeg@mariposa-ca.com
[Email address]

With a copy to:
[Attorney for Contractor, if applicable]
[Street Address]
[Post Office Box, if applicable]
[City, State, Zip]
[Telephone number]
[Fax number]
[Email address]

To District (CSD): MORENO VALLEY COMMUNITY SERVICES DISTRICT
Public Works Department
Special Districts Division
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Sharon Sharp, Senior Management Analyst
Telephone number: 951.413.3480
Fax Number: 951.413.3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951.413.3036
Fax number: 951.413.3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: Michelle Dawson
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District
for
Date: 7/10/12

Contractor

By:
Title: (President or Vice President)

Date: June 25, 2012 ~~June~~

By:
Title: (Corporate Secretary or Assistant Secretary)
(If applicable)

Date: June 25, 2012

Affix Corporate Seal Below
(If applicable)

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

Deputy City Attorney

7-9-12
Date

RECOMMENDED FOR APPROVAL:

Department Head

7/9/12
Date

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

EXHIBIT A
RFP NO. DSG-2/12-13
PROJECT NO. DSG-2/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

1. GENERAL PROVISIONS - SCOPE OF WORK

A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the Board of Directors of the Moreno Valley Community Services District establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 20, Project Location Map.

B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf, groundcover, and shrub areas designated hereunder; regularly maintain and prune those portions of trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Specification Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.

E. All work shall be performed in accordance with the General and Technical Specification Provisions of this Contract and in accordance with an approved service schedule, as approved by the Director. Service schedules may be modified with 30 days advance written notice by the District.

2. GENERAL PROVISIONS - SCHEDULING OF WORK

A. The Contractor will adhere to the facilities, equipment and monthly and annual work schedules submitted as a part of the Contractor's RFP, and incorporated herein by this reference. These schedules, and any approved revisions thereto, will be used by the District as a basis for determining Contractor's satisfactory performance.

B. Revisions to facilities, equipment, or monthly and annual work schedules may not be implemented without the prior written approval of the Director. The Contractor is required to submit proposed revisions regarding facilities, equipment or monthly and annual work schedules in writing to the District at the address as set forth in the Independent Contractor Agreement, Section 3, paragraph N. at least ten (10) working days prior to commencing work per the proposed revisions.

C. Failure to submit proposed revisions concerning facilities, equipment, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations. Specialty type maintenance operations includes, but is not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

F. When inclement weather renders performance per the approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor is required to adjust his work force in order to accomplish those work items not affected by weather, and will contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-performance penalties per Exhibit C, Section 4.

G. For the purposes of this Contract, "Working Days" are Mondays through Thursdays, excluding holidays as provided herein. On those days maintenance is to be provided pursuant to the work schedule as approved by the Director. The hours of on site maintenance service will be from 7:00 a.m. to 4:30 p.m., not including mobilization to or from work site. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day in advance for the Director's approval.

3. GENERAL PROVISIONS - FUNCTIONS AND RESPONSIBILITIES

A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Appendix B, Monthly Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director

C. The Director may require the Contractor to attend meetings with the District field staff at some fixed interval to review the Contractor's operations, and schedule future work as may be ordered by the Director. Failure to attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. The Contractor shall maintain an office at some fixed place, and be listed in the telephone directory in Contractor's own name or in the Contractor's company name. Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph E. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by telephone, written email, written mailed correspondence or facsimile transmission. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at **<u>any</u>** time:

1. City Manager
2. Director of Public Works
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Street Maintenance Supervisor
7. Senior Landscape Services Inspector
8. Landscape Services Inspector
9. Landscape Irrigation Technician

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. GENERAL PROVISIONS - CONTRACTOR'S STAFF

A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.

C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.

D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements.

Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. GENERAL PROVISIONS - EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

6. GENERAL PROVISIONS - COMPLAINTS

A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.

B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Exhibit A, Section 3, paragraph B.

C. In addition to the provisions of Section 6., paragraph A. in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. GENERAL PROVISIONS - SAFETY

A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2010 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Exhibit A Section 3, paragraph B., above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Section 3, paragraph J of the Independent Contractor Agreement.

8. USE OF CHEMICALS

A. Before the beginning of the Contract period, the Contractor is required to submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS) of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.

B. Director shall be notified in writing of any changes or deviations from the list as referenced in Exhibit A, Section 8, Paragraph A. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.

D. Contractor shall report all fertilizers and pesticides used in the performance of the work as an element of Contractor's Monthly Report, as set forth in Exhibit A, Section 3, paragraph B. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City and the Community Services District of the City of Moreno Valley (CSD). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City or CSD and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the CSD that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.

B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars ($25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Drive, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL SPECIFICATION PROVISIONS

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed per the Frequency of Service table, as set forth in Exhibit E. Should weather and/or site conditions preclude the normally scheduled frequency of this service during any month, or portion thereof, the maintenance schedule shall be modified at the discretion and approval of the Director.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall

be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Specification Provisions - Fertilization, Section 18.

13. Pest control: See Technical Specification Provisions - Pesticide Use, Section 19.

14. Aeration:

    (a) All turf areas shall be aerated at the frequency as set forth per the frequency of service table, in Exhibit E, unless otherwise directed by the Director;

    (b) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

    (c) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

    (d) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

    (e) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Specification Provisions – Fertilization, Section 18.

15. Renovation/thatching and additional aeration operations are to be considered Additional Work, per Exhibit C., Section 2.

16. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Trees shall be pruned at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Portions of trees up to eighteen feet (18') in height shall:

   (a) Be pruned to enable successful adaptation to their particular site situation;

   (b) Have no more than one-third (1/3) of living branches removed annually;

   (c) Be fertilized only as directed by District field staff.

6. Portions of trees over eighteen feet (18') in height shall:

   (a) Be inspected annually;

   (b) Pruned and/or trimmed as necessary to maintain proper site orientation;

   (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

   (d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall not be allowed:

(a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

(c) Use of pruning paint/pruning compound/wound dressing;

(d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Specification Provisions – Pesticide Use, Section 19.

13. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Shrubs shall be pruned and/or trimmed per the frequency of service table, as set forth in Exhibit E, unless otherwise directed by the Director, in order to:

(a) Remove dead, diseased, or damaged branches;

(b) Remove unwanted encroachments into public and/or utility rights-of-way;

(c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned in a manner that will:

(a) Enable successful adaptation to their particular site situation;

(b) Follow the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

6. Pruning tools must:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices are not allowed:

(a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") <u>will be done only when authorized by the Director on a site-specific basis</u>.

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

(c) Use of pruning paint/pruning compound/wound dressing.

8. Fertilization: See <u>Technical Specification Provisions - Fertilization</u>, Section 18.

9. Pest control: See <u>Technical Specification Provisions --Pesticide Use</u>, Section 19.

10. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Technical Specification Provisions, ground covers

are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed per the frequency of service table, as set forth in Exhibit E , unless otherwise directed by the Director in order to:

   (a) Remove dead, diseased, or damaged branches/crowns;

   (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

   (c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

   (a) To enable successful adaptation to their particular site situation;

   (b) In accordance with accepted practices for the particular species in question;

5. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Specification Provisions - Fertilization, Section 18.

8. Pest control: See Technical Specification Provisions --Pesticide Use, Section 19.

9. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

E. WEED CONTROL

1. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as

weeds.

2. Weed control shall be addressed per the frequency of service table, as set forth in Exhibit E, unless otherwise directed by the Director.

3. Chemical weed control: See Technical Specification Provisions – Pesticide Use, Section 19.

4. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.

5. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

6. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. Said maintenance shall include, but not be limited to: visual and operational inspections; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

3. For the purposes of this section, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

   (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage;

   (b) Be turned off during periods of rainfall, or as directed by District field staff;

   (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

   (a) Be operated only when Contractor's personnel are present on site;

   (b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;

   (c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. Debris/litter control shall be provided per the frequency of service table, as set forth in Exhibit E, unless otherwise stated herein this Section and/or as directed by the Director.

2. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

3. Contractor shall remove from both planted areas and adjacent hardscapes/walkways the following items, which include but are not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by the Contractor before the close of business the working day following notification of this condition.

4. All hardscape areas that include, but are not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

5. The Contractor shall dispose of all debris and litter, as described herein

Exhibit A, Section 17, letter G, paragraphs 1 and 2 above, off-site, and in a legal manner.

6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices such as, televisions, computers and computer monitors; firearms, ammunition or other appliances. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

7. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in the performance of contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in the course of the performing the contract's Scope of Work services at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4

18. TECHNICAL SPECIFICATION PROVISIONS - FERTILIZER

A. TURF FERTILIZATION

1. Fertilizer shall be applied to turf areas in accordance with Table I, below. The frequency of service for turf fertilization is also referenced in Exhibit E, Section V., Frequency of Service Table. At the discretion and request of the Director, additional applications at the pricing terms as listed in the additional work section of Schedule II may be provided. Failure to adhere to this Specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs
OCT	1	22-5-5*	1.25	5.7 lbs

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See the following section on fertilizers.

**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See the following sections, below, regarding fertilizers.

2. Humus base fertilizers to be applied by drop spreader only.

3. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

6. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. Fertilizer shall be applied to all shrubs and ground covers in accordance with Table II below as noted. The frequency of service for shrub and ground

cover fertilization is also referenced in Exhibit E, Section V. At the discretion and request of the Director, additional applications at the pricing terms as listed in the additional work section of Schedule II may be provided. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All fertilizers are to be of indicated analysis or better

TABLE II

			Rates per 1,000 sq. ft.	
Month**	Number of Apps	Type of Fertilizer	Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

**Service areas on Level 3 (12 Week) service rotation receive shrub and ground cover fertilization one time (1) per year in April.

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification is required to Director five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces

before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

19. TECHNICAL SPECIFICATION PROVISIONS – PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.

3. All pesticide applications shall be applied as directed by the Director.

4. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

5. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Exhibit A., Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Exhibit A, Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Disposal of empty pesticide containers, if made in the County of Riverside,

shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. For pesticide application reporting specifications, see Exhibit A., Section 3 – Functions and Responsibilities and Exhibit A., Section 8. – Use of Chemicals.

3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed in accordance with the Frequency of Service Table as provided in Exhibit E, Section V., or as determined by the Director.

   (b) Appropriate chemical control must be used on the following weeds.

   Bermuda Grass
   Kikuyu Grass
   Nutsedge
   Field Bindweed
   Spurge

   The aforementioned list is inclusive; other species may be added by the Director as necessary.

   (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C.,

Section 4.

2. Snail Control

(a) Snails shall be controlled on a regular basis on the following plant species:

Agapanthus africanus
Aptenia sp.
Gazania sp.
Hemerocallis sp.

(b) Snails shall be controlled on an as needed basis on all other plant material.

(c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

(a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(b) The Director may require all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(c) The Director may require all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(d) The Director may require all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

   (b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

   (c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Insect and Disease Control

   (a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

   (b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

20. PROJECT LOCATION MAPS

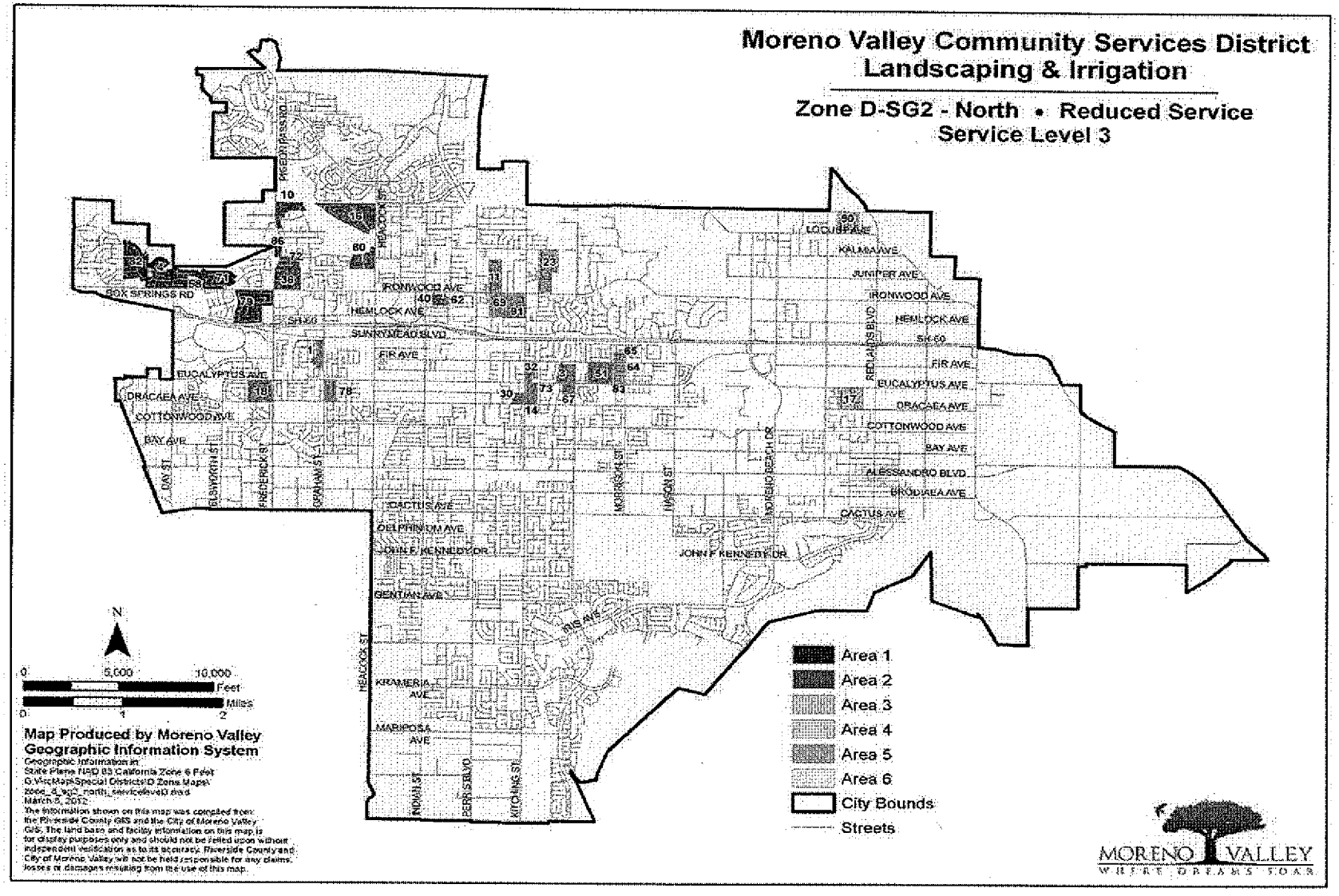

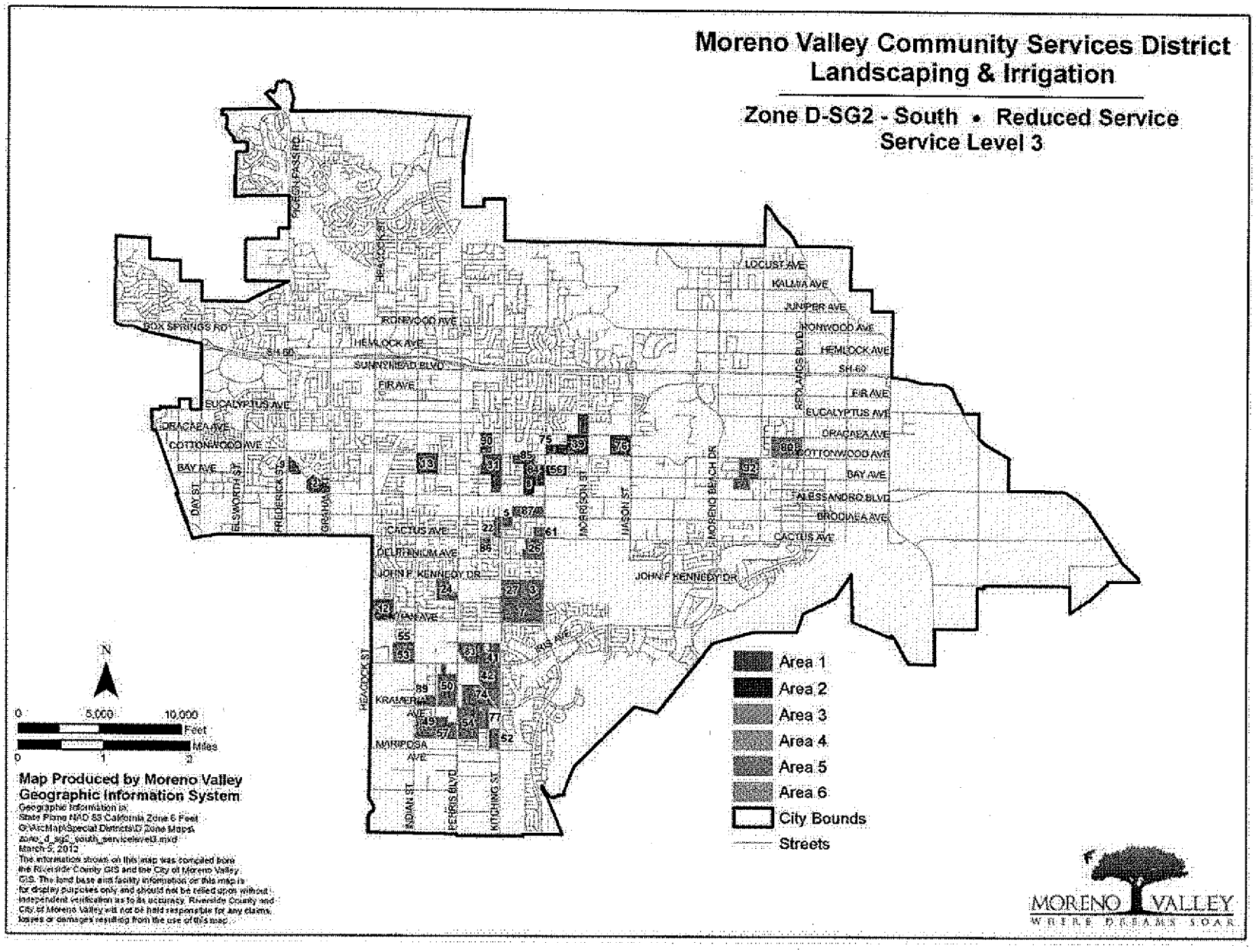

Item No. B.4

MV00205386

EXHIBIT B: District Responsibilities

RFP NO. DSG-2/12-13
PROJECT NO. DSG-2/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACT SUPERVISION

A. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of the same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.

B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C: Payment Terms

RFP NO. DSG-2/12-13
PROJECT NO. E-3/11- 12

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACTOR'S COMPENSATION

A. Th e Contractor will be paid monthly per site based upon successful performance of the maintenance services provided in accordance with an approved service schedule for each area/site and in compliance with the terms and provisions of this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports for the: 1) maintenance performed, 2) Greenwaste, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month, and 5) a detailed invoice for services in accordance with the Contract price for the work performed, which shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org.

Accounts Payable questions can be directed to 951.413.3073.

Copies of invoices and reports will be submitted to the Special Districts Division of the Public Works Department at specialdistricts@moval.org. Calls may also be directed to the Special Districts Division at 951.413.3480.

B. Th e Contractor will obtain and keep current during the term of this Contract, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at http://www.moval.org/do_biz/biz-license.shtml.

C. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of twelve thousand, nine hundred and eighty-two dollars and 00/100 ($12,982.00) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed One hundred and fifty-five thousand, seven hundred and eighty-four dollars and 00/100 ($155,784.00), except as provided for in Section 2 below.

D. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the

completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall_forms.shtml#bf.

E. The minimum information required on all invoices includes:

1. Vendor Name, Mailing Address and Phone Number
2. Invoice Date
3. Vendor Invoice Number
4. City – provided Reference Number (Project No. and Title)
5. Detailed work hours by class title (e.g. Manager, Technician or Specialist), services performed, and rates, explicit portion of a contract amount or detailed billing information is sufficient to justify the invoice amount: single or lump sum amounts without detail are not acceptable.

F. The City shall pay the Contractor for all invoiced and authorized maintenance services within thirty (30) days of receipt of invoice for the same.

G. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2, paragraph C. herein this Exhibit, in addition to the work set forth in Exhibit A, General Provisions - Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Schedule II, Sections B & C or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth herein Exhibit C, Section 2, paragraph B., below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after

receiving a verbal authorization, the Contractor must submit a written estimate to the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in Exhibit E, Schedule II, shall be prorated from the day the Contractor commences work on the additional areas.

D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Schedule II, Section B and C. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).

E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of $10,100.00 for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

A. Work required in the General or Technical Specification Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General and/or Technical Specification Provisions; submit notifications or reports required by the Contract, for General or Technical Specifications Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General or Technical Specification Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of

$100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, telephone, facsimile transmission or in writing.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the District to allow for explanations.

EXHIBIT D: Term of Contract

RFP NO. DSG-2/12-13
PROJECT NO. DSG-2/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

1. TERM OF CONTRACT

A. Following approval by both parties, the Contract will commence on July 1, 2012, and shall terminate (12) months thereafter on June 30, 2013.

B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.

C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.

E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

RFP NO. DSG-2/12-13
PROJECT NO. DSG-2/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

RFP NO. DSG-2/12-13
PROJECT NO. DSG-2/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

I: SCHEDULE I – VENDOR INFORMATION

A. COMPANY NAME: Mariposa Landscapes, Inc.

TYPE
- Sole proprietor _____
- Partnership _____
- Corporation X

B. COMPANY ADDRESS (STREET) 15529 Arrow Highway

(CITY, STATE, ZIP) Irwindale, CA 91706

C. COMPANY ADDRESS (MAILING) 15529 Arrow Highway

(CITY, STATE, ZIP) Irwindale, CA 91706

D. BUSINESS PHONE NUMBER(with area code) 626-960-0196

E. SATELLITE OFFICE ADDRESS (if applicable):
11093 Almond Ave
Fontana, CA 92337

F. SATELLITE OFFICE PHONE NUMBER 909-429-2546

G. CONTRACTOR'S LICENSING INFORMATION:

1. LICENSE NUMBER/CLASSIFICATION/NAME STYLE:
592268/ C-27, A, C61/D49
2. NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 22 yrs
3. LICENSE EXPIRATION DATE: 4/30/14
4. CURRENT LICENSE STATUS: Active

5. PRIOR ACTIONS AGAINST THIS LICENSE? Yes / No
6. IF YES, LIST CITATION TYPE AND HOW RESOLVED: _____

H. .COMPANY'S FEDERAL IDENTIFICATION NO.: 95-4245898

I. NAME AND TITLE(s) OF COMPANY OFFICERS:

Terry Noriega	President
Antonio Valenzuela	Secretary

J. NUMBER OF YEARS COMP ANY HAS PERFORM ED LANDSCAPE MAINTENANCE SERVICES: 32 years

K. NUMBER OF YEARS COMP ANY HAS PERFORM ED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 32 years

L. CURRENT LANDSCAPE MAINTENANCE OPERATIONS

THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED IN ANSWER TO THIS QUESTION (QUESTION L.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

TOTAL NUMBER OF LANDSCAPE MAINTENANCE CONTRACTS: 70

PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 65%

TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: $15,000,000.00

1. NUMBER OF EMPLOYEES COMMITTE D TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS: 11	AVERAGE WAGE SCALE: $65.00 /hr*
TECHNICIANS: 55	AVERAGE WAGE SCALE: $45.00 /Hr.*
FOREMEN: 77	AVERAGE WAGE SCALE: $35.00 /Hr.*
LABORERS: 157	AVERAGE WAGE SCALE: $30.00 /Hr.*

*Use the fully burdened rate (i. e., taxes, insurance, benefits, OH &P) - T his is a prevailing wage project.

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

A. MOTOR VEHICLES
- TYPE: Dump Truck NUMBER: 4

- TYPE: Pick-Up Truck NUMBER: 53
- TYPE: Stake NUMBER: 53
- TYPE: Sweeper NUMBER: 1

Large Water Truck 1

B POWER EQUIPMENT

- TYPE: Mowers NUMBER: 78
- TYPE: Weedeaters NUMBER: 118
- TYPE: Blowers NUMBER: 101
- TYPE: Edgers NUMBER: 47

Hedgetrimmers 105
Reels 4
Trailers 47
Roll-off Bins 18

II: REFERENCES

Attach Responses to this question on additional sheets – One sheet per reference

A. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.

B. REFERENCE RESPONSES MUST INCLUDE:

1. NAME AND ADDRESS OF AGENCY;
2. NAME AND TEL EPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
3. CONTRACT NAME(S) / NUMBER(S);
4. ANNUAL CONTRACT AMOUNT(S);
5. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
6. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
6. LENGTH OF CONTRACT(S).

C. **THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:**

1. How many (number) of contracts and years under contract?
2. What are/were the Scope of the contract(s), acreage amounts, location(s)?
3. What are/were the Contract amount(s)?
4. Do/did they have adequate (quantity/quality) staffing?
5. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
6. Does staff have the ability to comprehend/speak English?
7. How are/were the appearance, uniforms, and use of safety equipment?
8. Do/did they have availability of additional personnel for extra work/special projects?
9. Is/was the equipment used in good working order?
10. Do/did they have an effective in-company communications system?
11. How is/was the knowledge of and the project/contract standards?
12. Do/did they have the ability to respond to complaints/requests in a timely fashion?

II: REFERENCES

Name:	**City of Baldwin Park**
Address:	13135 E. Garvey Ave Baldwin Park, CA 91706
Contact:	Mike Salas Acting Field Supervisor
Phone:	626-224-0100
Contract Name:	Landscape Maintenance for the City of Baldwin Park
Contract Amount:	$90,000.00/year
Acreage:	18 Acres throughout the city
Locations:	Various Locations
Length of Contract:	1999 – Current

15529 ARROW HIGHWAY, IRWINDALE, CA 91706
CA. LANDSCAPE CONTRACTORS LICENSE NO. 592268
TEL. 626 • 960 • 0196 FAX 626 • 960 • 8477

Name:	**City of Rancho Cucamonga**
Address:	9153 9th Street
	Rancho Cucamonga, CA 91730
Contact:	Steve Relph
	Supervisor
Phone:	909-677-6251
Contract Name:	Landscape Maintenance for the City of Rancho Cucamonga
Contract Amount:	$1,164,213.00/year
Acreage:	68 Acres
Locations:	Various Locations
Length of Contract:	1989-Current

Name:	**City of Long Beach**
Address:	333 W. Ocean Blvd Long Beach, CA 90802
Contact:	Theresa Maceyka Maintenance Operations Supervisors
Phone:	562-570-4879
Contract Name:	Landscape Maintenance for the City of Long Beach
Contract Amount:	$639,152.00/year
Acreage:	262 Acres throughout the city
Locations:	Various Locations throughout the city
Length of Contract:	2009-Current

13. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
14. How accurate & timely is/was billing/invoicing?
15. Have Contract(s) been successfully completed to term?
16. Would you accept future proposals/bids from this company?

III: PROPOSED FACILITIES, EQUIPMENT & STAFFING SCHEDULE

A. **Facilities** – List the facility(ies) locatio n and/or address where work crews a nd equipment will be dis patched. Use additional sheets as necessary to provide a full and comprehensive response.

Mariposa Landscapes, Inc.
11093 Almond Ave
Fontana, CA 92337

B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement , General Provisions, and Technical Specification Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sh eets as necessary to provide a full and comprehensive response.

1. **Equipment:**

walk behind aerators (S)
backpack blowers (S)
various hand tools (S)

2. **Motor Vehicles:**

3/4 ton full size pickup (S)
3/4 ton full size ext. cab pickup (S)
3/4 ton full size irrigation truck (S)
Utility trailer (S)

3. **Turf Maintenance Power Equipment/Tools:**

50" bagger ride-on mower (S)
21" bagger walk behind mower (S)
walk behind edger (S)
Weedeater (S

4. **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**
(List both powered and hand equipment/tools)

Hedgetrimmer
Stick hedgetrimmer
Pole saw
hand pruners
lopers
rakes
burlaps

5. **Irrigation System Maintenance Equipment:**
(List both powered and hand equipment/tools)

Shovels (Various)
Picks
Pipe cutter
Pipe wrenches (various)
Screw drivers (various)
volt meter
wire tracer
hand held remote
pliers

6. **Fertilizer Application Equipment:**
(List both powered and hand equipment/tools)

walk behind broadcast spreader
hand held broadcast spreader

7. **Pesticide Application Equipment:**
(List both powered and hand equipment/tools)

backpack sprayer

C. **Staff**: - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Technical Specification Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**
(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)
Luis Valenzuela, Maintenance Division Manager - CLT, QAC, Arborist (also refer to attached resume)
Jaime Garcia, Maintenance Supervisor - QAC (also refer to attached resume)
Forman - To Be Assigned upon award of contract
Irrigator - To Be Assigned upon award of contract
Laborer 1 - To Be Assigned upon award of contract
Laborer 2 - To Be Assigned upon award of contract
(Subject to change or modify)

2. **Tree Trimming/Maintenance:**
(List any ISA or equivalent certified personnel)
Tasks to be performed by Assigned Routine Crew

3. **Irrigation System Maintenance:**
(List technical personnel – include any relevant education, certification, licensing information for each person listed)
Irrigator to be assigned upon award of contract.

4. **Pesticide Application:**
(List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.)
Tasks to be performed by Assigned Routine Crew

Resumes

Mariposa has experienced dedicated professionals who make up the management and supervisory team. The combination of qualified, dedicated management and well- trained workers enables us to provide quality services in landscape installation, maintenance and tree care. The following list reflects the qualifications of our management and supervisory staff.

Management

Terry Noriega - President

- 32 years experience in landscape installation and maintenance
- B.S. in Ornamental Horticulture: California State Polytechnic University, Pomona
- California Contractors License:
  - C-27 –Landscaping
  - A –Engineering
  - C61/D49 –Tree Trimming
- Pest Control Advisor::
  - Insects, Mites and Other Invertebrates
  - Plant Pathogens
  - Nematodes
  - Vertebrate Pests
  - Weed Control
  - Plant Growth Regulators
- Qualified Applicator License:
  - Categories A, B, C, D, E, F, H
- Certified Landscape Technician:
  - Ornamental Maintenance
  - Turf Maintenance
- Certified Arborist: International Society of Arboriculture:
  - #WE-1182A
- Certified Consulting Arborist (candidate): American Society of Consulting Arborists
- Certified Playground Safety Inspector
- Arizona Contractors License:
  - ROC178088 K-21
- Arizona, Qualifying Party License:
  - #8263
- Arizona Pest Control Business License:
  - #8246

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TEL. 626 • 960 • 0196 FAX 626 • 960 • 8477

Antonio Valenzuela – Vice President of Operations

- 23 years experience in landscape maintenance, and irrigation troubleshooting
- Qualified Applicator Certificate:
  - Category B, C, F
- Certified Landscape Technician:
  - Ornamental Maintenance
  - Turf Maintenance
- Backflow Certification in Los Angeles County
- Landscape Water Auditor: Cal Poly SLO
- Certified Landscape Professional
- Certified Playground Safety Inspector

Theresa Lu - Controller

- 25 years experience in Accounting and Business Administration
- B.S. in Accounting from Metropolitan State College, Denver
- Licensed Property & Casualty Insurance Broker

Landscape Maintenance

Jaime Garcia – Landscape Maintenance Supervisor

- 18 years experience in the landscape industry
- Qualified Applicator License:
  - Category B, C
- Certified Landscape Technician:
  - Irrigation

Luis Valenzuela – Landscape Maintenance Regional Manager, Southern California

- 21 years experience in landscape and construction operations
- Qualified Applicator Certificate:
  - Category B
- Certified Landscape Technician:
  - Irrigation
- Certified Arborist: International Society of Arboriculture:
  - # WE-8713A
- Certification – Effective Business Leadership & Development – PDC/GCC

Estimating

Joshua Cho – Estimator

- 25 years experience in landscape maintenance, construction and design
- B.S. in Landscape Architecture, Cal Poly Pomona
- Landscape Designer

**Note: Additional Information Available Upon Request

IV: PROPOSED PROJECT WORK SCHEDULES

Pages 58-59 contain blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed scheduled for performing the services as describe in Exhibit A. For those services listed under the Technical Specification Provisions found in Exhibit A, Section 17, and Sections 18 A (Turf Fertilization) and 18 B (Shrub & Ground Cover Fertilization) refer to the FREQUENCY OF SERVICE TABLE located in Exhibit E, Section V., Use additional sheets as necessary to provide a full and comprehensive response on each of the schedule sheets.

If selected, the awarded Contractor will provide the CSD, within 30 days after contract execution, a mapped work schedule for ZONE D. Sample mapped work schedules have been provided for reference.

A. MONTHLY SCHEDULE SHEET

1. List all tasks specified to be performed on a weekly or monthly basis for the ZONE D areas in the box corresponding to the day of the week/month the work is proposed to be performed.

2. Be sure to include administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

B. ANNUAL SCHEDULE SHEET

1. List all tasks specified to be performed for the ZONE D areas at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which the work is proposed to be performed.

2. Be sure to include any administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

ZONE D MONTHLY SCHEDULE SHEET

SERVICE SCHEDULE LEVEL 3
PROPOSED PROJECT WORK SCHEDULES

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 Litter control Mow/edge/detail Blow/clean up Irrig. inspect/adjust Weed control (partial)	Litter control Weed control Blow/clean up Irrig. inspect/adjust Trim trees/vines/ shrubs/gc (partial) Weed control (partial)	Litter control Irrig. inspect/adjust Trim trees/vines/shrubs/ gc (partial)	Litter control Blow/clean up Trim trees/vines/ shrubs/gc (partial) Weed control (partial) Pest control (partial)	NO WORK
WEEK #2 Irrig. inspect/adjust	Irrig. inspect/adjust	Irrig. inspect/adjust	NO WORK	Same as above
WEEK #3 Mow/edge/detail Blow/clean up	Irrig. inspect/adjust	Irrig. inspect/adjust	NO WORK	NO WORK
WEEK #4 Irrig. inspect/adjust	Irrig. inspect/adjust	Irrig. inspect/adjust	NO WORK	Same as above

ZONE D ANNUAL SCHEDULE SHEET

SERVICE SCHEDULE LEVEL 3
PROPOSED PROJECT WORK SCHEDULES

JANUARY Routine Maint. Weed control	**FEBRUARY** Routine Maint. Fertilize turf w/ 22-0-6 + preemergent Shrub, GC care/trim	**MARCH** Routine Maint.
APRIL Routine Maint. Aerate Fertilize shrubs & GC w/ 23-5-10	**MAY** Routine Maint. Shrub, GC care/trim Weed control	**JUNE** Routine Maint. Fertilize turf w/ 22-5-5
JULY Routine Maint.	**AUGUST** Routine Maint. Shrub, GC care/trim Weed control	**SEPTEMBER** Routine Maint.
OCTOBER Routine Maint. Fertilize turf w/ 22-5-5	**NOVEMBER** Routine Maint. Shrub, GC care/trim Weed control	**DECEMBER** Routine Maint.

I: FREQUENCY OF SERVICE TABLE

Service Type	Service Schedule Level 1 (4 Week)	Service Schedule Level 2 (8 Week)	Service Schedule Level 3 (12 Week)
17.A. Turf Care			
Mow/edge/trim	Weekly	Every other week	Every other week
Aeration	Bi-annually (Spring & Fall)	Bi-annually (Spring & Fall)	Annually (Spring)
17.C. Shrub Care			
Prune/trim	Monthly	6x's per year	4x's per year
17.D. Ground Cover			
Prune/trim	Monthly	6x's per year	4x's per year
17.E. Weed Control			
Weed control	Monthly	6x's per year	4x's per year
17.G. Debris/Litter			
Debris/Litter removal	Weekly	Every other week	Monthly
18.A. Turf Fertilization	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)
18.B. Shrub/Ground Cover Fertilization	2x's per year (April & Sept.)	2x's per year (April & Sept.)	1x per year (April)
19. C. 1. (a) Ground covers, shrubs & trees - Pesticide usage criteria	2x's per year (Spring & Fall)*	2x's per year (Spring & Fall)*	2x's per year (Spring & Fall)*

* specification of month to be approved by Director in advance of application

VI: ZONE D – SAMPLE SERVICE SCHEDULES

A ZONE D – 4 WEEK ROTATION Sample based on Service Schedule Level 1 Frequency

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 South	2	15387	9,049		
DSG2 South	9	19957	6,810		
DSG2 South	13	20032	14,076		
DSG2 South	31	19609	18,328		
DSG2 South	85	16770	5,830		
DSG2 South	90	32018	11,305		
DSG2 South	39	19852	28,800		
DSG2 South	75	27526	16,373		
DSG2 South	76	30027	45,833		
DSG2 South	8	19318/18372	12,634		Grass
DSG2 South	84	13585	6,600		
DSG2 South	56	20941	9,600		Grass
DSG2 South	80	31269-1	43,723		
DSG2 South	92	31284	28,321		
DSG2 South	5	17387	4,384		
DSG2 South	22	19143	4,864		
DSG2 South	61	21616	23,528		
DSG2 South	87	17867	13,778		
DSG2 South	3	12773	13,806		
DSG2 South	7	19685	62,530		
DSG2 South	24	19210	9,270		
DSG2 South	26	19363	13,320		
DSG2 South	27	19434	13,242		
DSG2 South	86	17457	3,444		
DSG2 South	41	19912	11,750		Grass
DSG2 South	12	20552	19,458		Grass
DSG2 South	50	20404	36,138		
DSG2 South	53	20718	23,004		
DSG2 South	55	20869	2,100		
DSG2 South	83	15433	24,161		
DSG2 South	69	22889	16,438		
DSG2 South	42	19937	20,890		
DSG2 South	49	20301	7,200		Grass
DSG2 South	52	20660	11,912		Grass
DSG2 South	54	20859	33,630		Grass
DSG2 South	57	21113	12,200		
DSG2 South	74	20715	51,250		Grass
DSG2 South	77	29038	6,243		

updated 11/9/11

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 North	4	17176	21,097		
DSG2 North	58	21332	19,440		Grass
DSG2 North	71	21333	54,500		
DSG2 North	82	20272	51,216		Grass
DSG2 North	79	19060	20,291		
DSG2 North	10	20030	11,200		
DSG2 North	36	19551	36,364		
DSG2 North	72	22093	8,873		
DSG2 North	16	18512/21322	59,940		Grass
DSG2 North	66	31257	26,686		
DSG2 North	80	19032	9,132		
DSG2 North	1	11848	9,066		
DSG2 North	78	10191/18468	10,871		
DSG2 North	18	18930	38,849		Grass
DSG2 North	40	19682	8,805		Grass
DSG2 North	62	21737	3,920		Grass
DSG2 North	11	20072	23,550	2	
DSG2 North	23	19208	17,680	2	
DSG2 North	32	19799	17,652	2	
DSG2 North	69	28882	20,983	2	
DSG2 North	91	18784/20906	30,432	2	
DSG2 North	3	16768	16,281	2	
DSG2 North	14	17033	9,990	2	
DSG2 North	30	19500	3,636	2	
DSG2 North	73	22371	17,844	2	
DSG2 North	51	20525	16,500	2	
DSG2 North	67	23046	16,000	2	
DSG2 North	17	24721	6,882	2	
DSG2 North	83	31591	16,445	2	
DSG2 North	64	22276	11,690	2	Grass
DSG2 North	65	22277	20,485	2	
DSG2 North	90	17334	37,680	2	

DSG 2 South

Jul-12	Nov-12	Mar-13
07/04/2012 Mow/Litter	11/07/2012	03/06/2013
07/11/2012	11/14/2012 Mow/Litter	03/13/2013 Mow/Litter
07/18/2012 Mow/Litter	11/21/2012	03/20/2013
07/25/2012	11/28/2012 Mow/Litter	03/27/2013 Mow/Litter
Aug-12	**Dec-12**	**Apr-12**
08/01/2012 Mow/Litter	12/05/2012	04/03/2013
08/08/2012	12/12/2012 Mow/Litter	04/10/2013 Mow/Litter
08/15/2012 Mow/Litter	12/19/2012	04/17/2013
08/22/2012	12/26/2012 Mow/Litter	04/24/2013 Mow/Litter
08/29/2012 Mow/Litter		
Sep-12	**Jan-13**	**May-13**
09/05/2012	01/02/2013	05/01/2013
09/12/2012 Mow/Litter	01/09/2013 Mow/Litter	05/08/2013 Mow
09/19/2012	01/16/2013	05/15/2013
09/26/2012 Mow/Litter	01/23/2013 Mow/Litter	05/22/2013 Mow/Litter
	01/30/2013 Mow/Litter	05/29/2013 Mow/Litter
Oct-12	**Feb-13**	**Jun-13**
10/03/2012	02/06/2013	06/05/2013
10/10/2012 Mow/Litter	02/13/2013 Mow/Litter	06/12/2013 Mow/Litter
10/17/2012	02/20/2013	06/19/2013
10/24/2012 Mow/Litter	02/27/2013 Mow/Litter	06/26/2013 Mow/Litter
10/31/2012 Mow/Litter		

DSG 2 North

Jul-12	Nov-12	Mar-13
	11/05/2012	03/04/2013
07/02/2012 Mow/Litter	11/12/2012 Mow/Litter	03/11/2013 Mow/Litter
07/09/2012	11/19/2012 Area 2/Mow/Litter	03/18/2013 Area 2/Mow/Litter
07/16/2012 Mow/Litter	11/26/2012 Mow/Litter	03/25/2013 Mow/Litter
07/23/2012 Area 2/Mow/Litter		
07/30/2012 Mow/Litter		
Aug-12	**Dec-12**	**Apr-13**
08/06/2012	12/03/2012	04/01/2013
08/13/2012 Mow/Litter	12/10/2012 Mow/Litter	04/08/2013 Mow/Litter
08/20/2012 Area 2/Mow/Litter	12/17/2012 Area 2/Mow/Litter	04/15/2013 Area 2/Mow/Litter
08/27/2012 Mow/Litter	12/24/2012 Mow/Litter	04/22/2013 Mow/Litter
	12/31/2012 Mow/Litter	04/29/2013 Mow/Litter
Sep-12	**Jan-13**	**May-13**
09/03/2012	01/07/2013	05/06/2013
09/10/2012 Mow/Litter	01/14/2013 Mow/Litter	05/13/2013 Mow/Litter
09/17/2012 Area 2/Mow/Litter	01/21/2013 Area 2/Mow/Litter	05/20/2013 Area 2/Mow/Litter
09/24/2012 Mow/Litter	01/28/2013 Mow/Litter	05/27/2013 Mow/Litter
Oct-12	**Feb-13**	**Jun-13**
10/01/2012	02/04/2013	06/03/2013
10/08/2012 Mow/Litter	02/11/2013 Mow/Litter	06/10/2013 Mow/Litter
10/15/2012 Area 2/Mow/Litter	02/18/2013 Area 2/Mow/Litter	06/17/2013 Area 2/Mow/Litter
10/22/2012 Mow/Litter	02/25/2013 Mow/Litter	06/24/2013 Mow/Litter
10/29/2012 Mow/Litter		

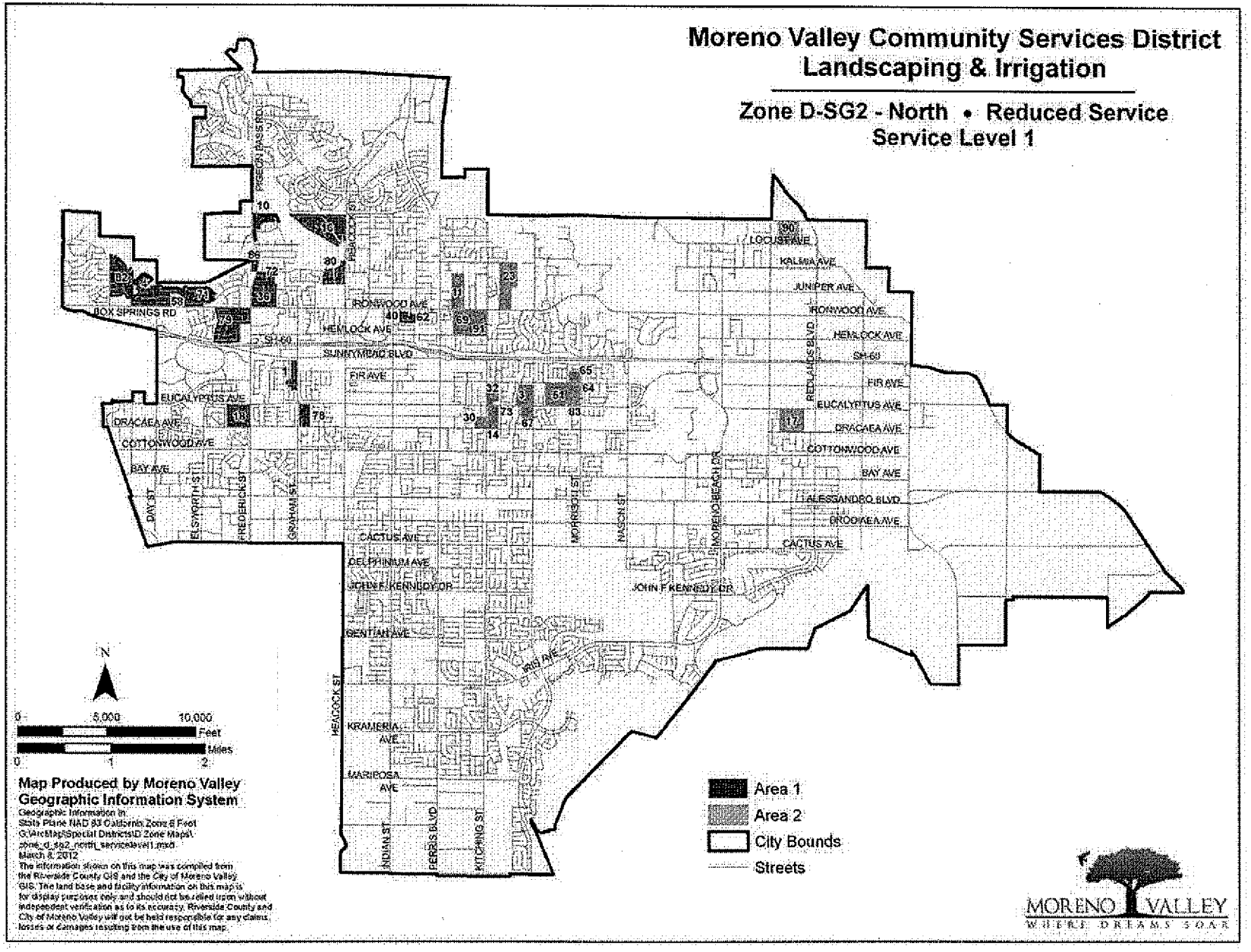
Moreno Valley Community Services District
Landscaping & Irrigation
Zone D-SG2 - North • Reduced Service
Service Level 1
PIGEON PASS RD
BOX SPRINGS RD
IRONWOOD AVE
HEMLOCK AVE
SUNNYMEAD BLVD
SH-60
FIR AVE
EUCALYPTUS AVE
DRACAEA AVE
COTTONWOOD AVE
BAY AVE
DAY ST
ELSWORTH ST
FREDERICK ST
GRAHAM ST
CACTUS AVE
DELPHINIUM AVE
JOHN F KENNEDY DR
GENTIAN AVE
HEADOCK ST
KRAMERIA AVE
MARIPOSA AVE
INDIAN ST
PERRIS BLVD
KITCHING ST
IRIS AVE
MORRISON ST
NASON ST
MORENO BEACH DR
REDLANDS BLVD
LOCUST AVE
KALMIA AVE
JUNIPER AVE
ALESSANDRO BLVD
BROOKLEA AVE
N
0 5,000 10,000 Feet
0 1 2 Miles
Map Produced by Moreno Valley
Geographic Information System
Geographic Information in:
State Plane NAD 83 California Zone 6 Feet
G:\ArcMap\Special Districts\D Zone Maps\
zone_d_sg2_north_servicelevel1.mxd
March 8, 2012
The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map.
Area 1
Area 2
City Bounds
Streets
MORENO VALLEY
WHERE DREAMS SOAR

Item No. B.4

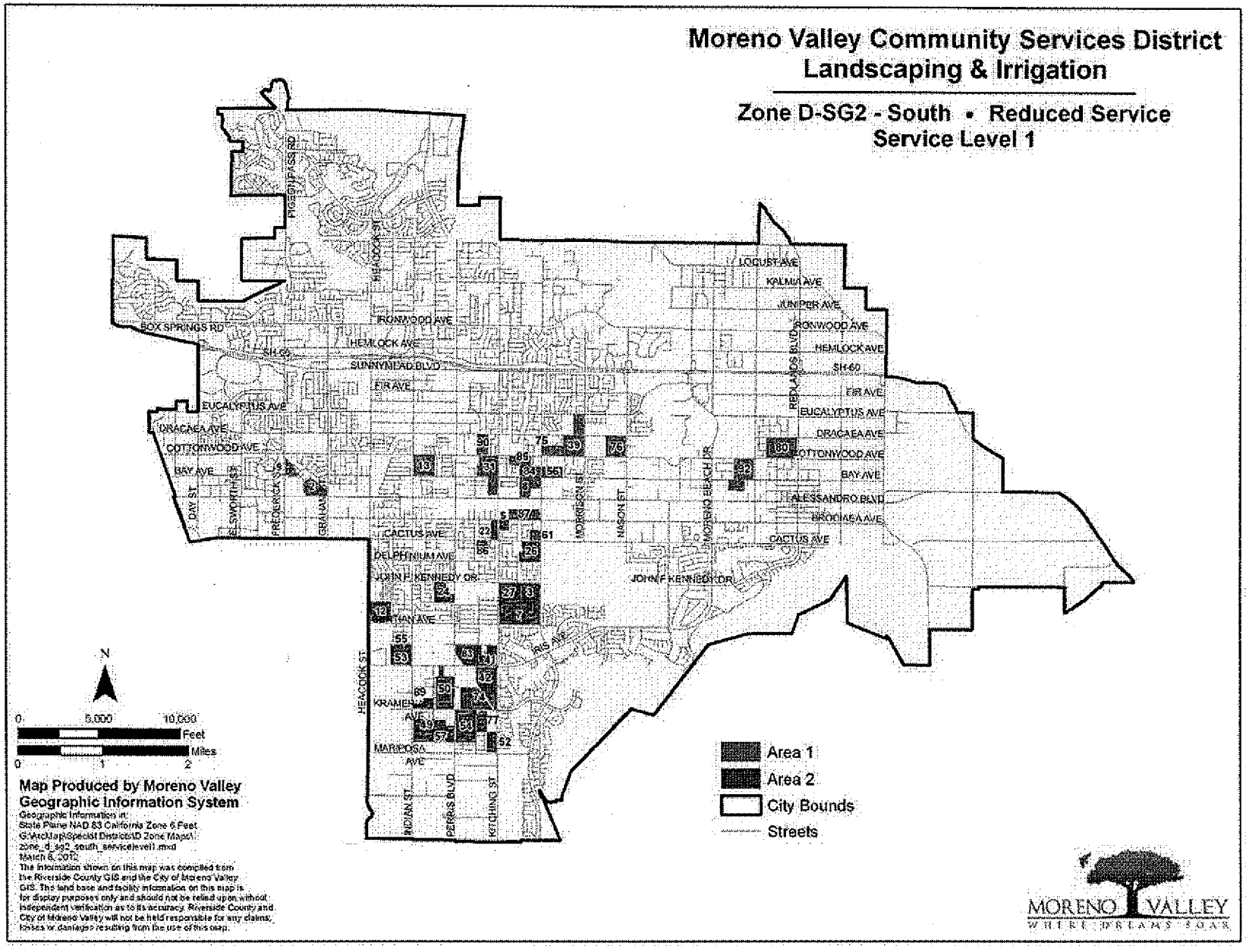
Moreno Valley Community Services District
Landscaping & Irrigation
Zone D-SG2 - South • Reduced Service
Service Level 1
PIGEON PASS RD
HEACOCK ST
BOX SPRINGS RD
IRONWOOD AVE
HEMLOCK AVE
SH-60
SUNNYMEAD BLVD
FIR AVE
EUCALYPTUS AVE
DRACAEA AVE
COTTONWOOD AVE
BAY AVE
DAY ST
ELSWORTH ST
FREDERICK ST
GRAHAM ST
CACTUS AVE
DELPHINIUM AVE
JOHN F KENNEDY DR
IRIS AVE
KRAMER AVE
MARIPOSA AVE
INDIAN ST
PERRIS BLVD
KITCHING ST
MORRISON ST
NASON ST
MORENO BEACH DR
REDLANDS BLVD
LOCUST AVE
KALMIA AVE
JUNIPER AVE
ALESSANDRO BLVD
BROCIADA AVE
N
0 5,000 10,000
Feet
Miles
0 1 2
Map Produced by Moreno Valley
Geographic Information System
Geographic Information in:
State Plane NAD 83 California Zone 6 Feet
G:\ArcMap\Specialt Districts\D Zone Maps\
zone_d_sg2_south_servicelevel1.mxd
March 6, 2012
The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map.
Area 1
Area 2
City Bounds
Streets
MORENO VALLEY
WHERE DREAMS SOAR

B. ZONE D – 8 WEEK ROTATION Sample based on Service Schedule Level 2 Frequency

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 South	2	15387	9,049	1	
DSG2 South	9	19957	6,810	1	
DSG2 South	13	20032	14,076	1	
DSG2 South	31	19509	18,328	1	
DSG2 South	85	16770	5,830	1	
DSG2 South	90	32018	11,306	1	
DSG2 South	39	19852	28,800	1	
DSG2 South	75	27526	16,373	1	
DSG2 South	76	30027	45,833	1	
DSG2 South	8	19518/18372	12,634	1	Grass
DSG2 South	84	13585	6,600	1	
DSG2 South	56	20941	9,600	1	Grass
DSG2 South	80	31269-1	43,723	1	
DSG2 South	92	31284	28,321	1	
DSG2 South	5	17387	4,384	2	
DSG2 South	22	19143	4,864	2	
DSG2 South	61	21616	23,528	2	
DSG2 South	87	17867	13,778	2	
DSG2 South	3	12773	13,805	3	
DSG2 South	7	19685	62,530	3	
DSG2 South	24	19210	9,270	3	
DSG2 South	26	19363	13,320	3	
DSG2 South	27	19434	13,242	3	
DSG2 South	86	17457	3,444	3	
DSG2 South	41	19912	11,750	3	Grass
DSG2 South	12	20552	19,458	3	Grass
DSG2 South	50	20404	36,138	3	
DSG2 South	53	20718	23,004	3	
DSG2 South	55	20869	2,100	4	
DSG2 South	83	15433	24,161	4	
DSG2 South	89	22889	16,438	4	
DSG2 South	42	19937	20,890	4	
DSG2 South	49	20301	7,200	4	Grass
DSG2 South	52	20660	11,912	4	Grass
DSG2 South	54	20859	33,630	4	Grass
DSG2 South	57	21113	12,200	4	
DSG2 South	74	20715	51,250	4	Grass
DSG2 South	77	29038	6,243	4	

updated 11/9/11

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 North	4	17176	21,097	1	
DSG2 North	58	21332	19,440	1	Grass
DSG2 North	71	21333	54,500	1	
DSG2 North	82	20272	51,216	1	Grass
DSG2 North	79	19080	20,291	1	
DSG2 North	10	20030	11,200	1	
DSG2 North	36	19551	36,364	1	
DSG2 North	72	22093	8,873	1	
DSG2 North	16	18512/21322	59,940	2	Grass
DSG2 North	88	31257	26,686	2	
DSG2 North	80	19032	9,132	2	
DSG2 North	1	11848	9,056	2	
DSG2 North	78	10191/18468	10,871	2	
DSG2 North	18	18930	38,849	2	Grass
DSG2 North	40	19682	8,805	2	Grass
DSG2 North	62	21737	3,920	2	Grass
DSG2 North	11	20072	23,550	3	
DSG2 North	23	19208	17,680	3	
DSG2 North	32	19799	17,652	3	
DSG2 North	69	28882	20,983	3	
DSG2 North	91	18784/20906	30,432	3	
DSG2 North	3	16768	16,281	3	
DSG2 North	14	17033	9,990	3	
DSG2 North	30	19500	3,636	3	
DSG2 North	73	22371	17,844	4	
DSG2 North	51	20525	16,500	4	
DSG2 North	67	23046	16,000	4	
DSG2 North	17	24721	6,892	4	
DSG2 North	83	31591	16,445	4	
DSG2 North	64	22276	11,690	4	Grass
DSG2 North	65	22277	20,485	4	
DSG2 North	90	17334	37,680	4	

DSG 2 South

Jul-12	Nov-12	Mar-13
07/04/2012 Mow/Litter	11/07/2012 Mow/Litter	03/06/2013 Open
07/11/2012 [redacted]	11/14/2012 [redacted]	03/13/2013 Mow/Litter
07/18/2012 Mow/Litter	11/21/2012 Mow/Litter	03/20/2013 [redacted]
07/25/2012 [redacted]	11/28/2012 [redacted]	03/27/2013 Mow
Aug-12	**Dec-12**	**Apr-12**
08/01/2012 Mow/Litter	12/05/2012 Mow/Litter	04/03/2013 [redacted]
08/08/2012 Area 3	12/12/2012 Area 3	04/10/2013 Mow/Litter
08/15/2012 Mow/Litter	12/19/2012 Mow/Litter	04/17/2013 Area 3
08/22/2012 Area 4	12/26/2012 Area 4	04/24/2013 Mow/Litter
08/29/2012 Mow/Litter		
Sep-12	**Jan-13**	**May-13**
09/05/2012 [redacted]	01/02/2013 Mow/Litter	05/01/2013 Area 4
09/12/2012 Mow/Litter	01/09/2013 [redacted]	05/08/2013 Mow/Litter
09/19/2012 [redacted]	01/16/2013 Mow/Litter	05/15/2013 [redacted]
09/26/2012 Mow/Litter	01/23/2013 [redacted]	05/22/2013 Mow/Litter
	01/30/2013 Mow	05/29/2013 [redacted]
Oct-12	**Feb-13**	**Jun-13**
10/03/2012 Area 3	02/06/2013 Area 3	06/05/2013 Mow/Litter
10/10/2012 Mow/Litter	02/13/2013 Mow/Litter	06/12/2013 Area 3
10/17/2012 Area 4	02/20/2013 Area 4	06/19/2013 Mow/Litter
10/24/2012 Mow/Litter	02/27/2013 Mow/Litter	06/26/2013 Area 4
10/31/2012 Open		

DSG 2 North

Jul-12	Nov-12	Mar-13
	11/05/2012 Mow/Litter	03/04/2013 Open
07/02/2012 Mow/Litter	11/12/2012 [redacted]	03/11/2013 Mow/Litter
07/09/2012 [redacted]	11/19/2012 Mow/Litter	03/18/2013 [redacted]
07/16/2012 Mow/Litter	11/26/2012 [redacted]	03/25/2013 Mow/Litter
07/23/2012 [redacted]		
07/30/2012 Mow/Litter		
Aug-12	**Dec-12**	**Apr-13**
08/06/2012 Area 3	12/03/2012 Mow/Litter	04/01/2013 [redacted]
08/13/2012 Mow/Litter	12/10/2012 Area 3	04/08/2013 Mow/Litter
08/20/2012 Area 4	12/17/2012 Mow/Litter	04/15/2013 Area 3
08/27/2012 Mow/Litter	12/24/2012 Area 4	04/22/2013 Mow/Litter
	12/31/2012 Mow/Litter	04/29/2013 Area 4
Sep-12	**Jan-13**	**May-13**
09/03/2012 [redacted]	01/07/2013 [redacted]	05/06/2013 Mow/Litter
09/10/2012 Mow/Litter	01/14/2013 Mow/Litter	05/13/2013 [redacted]
09/17/2012 [redacted]	01/21/2013 [redacted]	05/20/2013 Mow/Litter
09/24/2012 Mow/Litter	01/28/2013 Mow/Litter	05/27/2013 [redacted]
Oct-12	**Feb-13**	**Jun-13**
10/01/2012 Area 3	02/04/2013 Area 3	06/03/2013 Mow/Litter
10/08/2012 Mow/Litter	02/11/2013 Mow/Litter	06/10/2013 Area 3
10/15/2012 Area 4	02/18/2013 Area 4	06/17/2013 Mow/Litter
10/22/2012 Mow/Litter	02/25/2013 Mow/Litter	06/24/2013 Area 4
10/29/2012 Open		

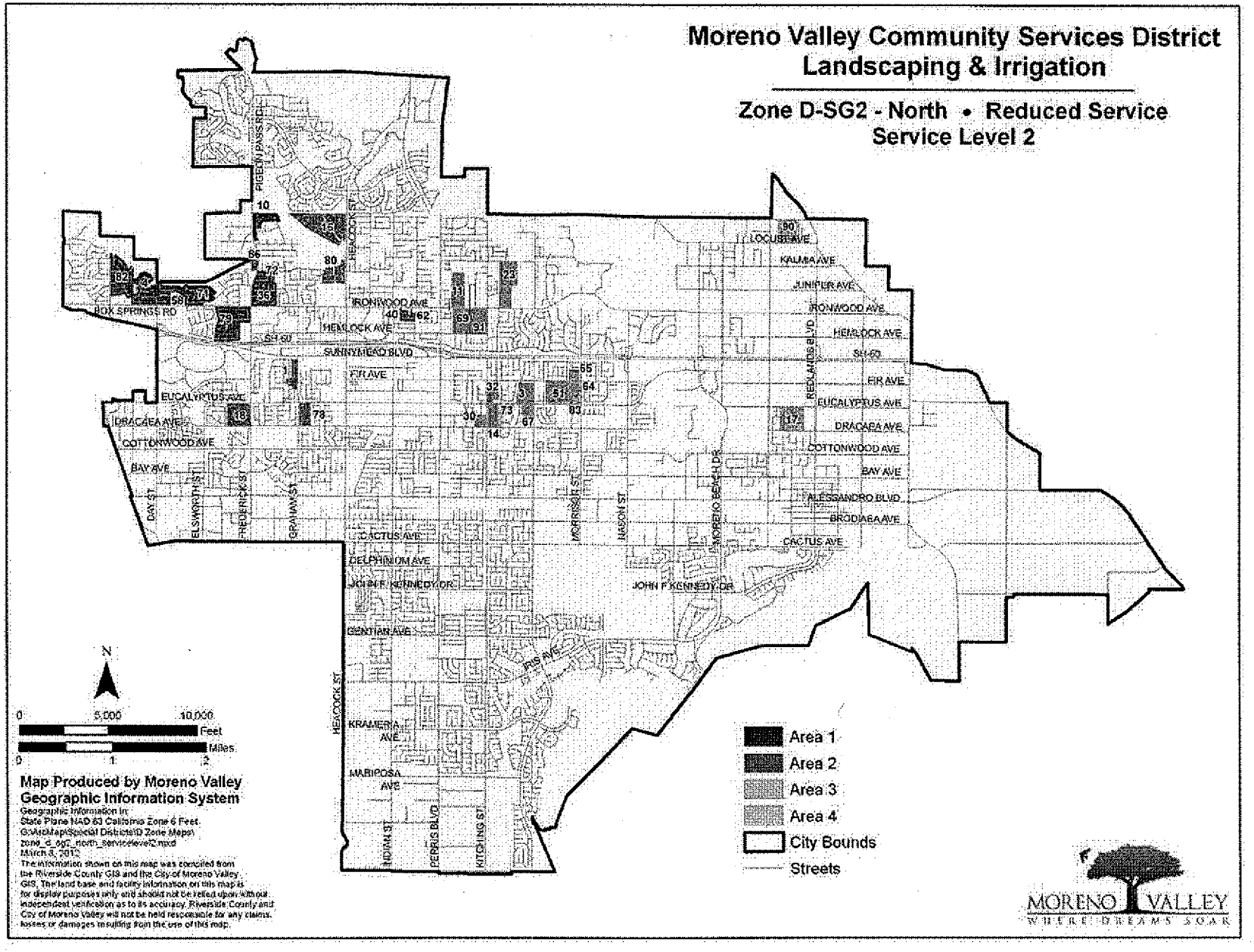
Moreno Valley Community Services District
Landscaping & Irrigation
Zone D-SG2 - North • Reduced Service
Service Level 2
PIGEON PASS RD
HEMLOCK ST
BOX SPRINGS RD
IRONWOOD AVE
HEMLOCK AVE
SUNNYMEAD BLVD
FIR AVE
EUCALYPTUS AVE
DRACAEA AVE
COTTONWOOD AVE
BAY AVE
DAY ST
ELSWORTH ST
FREDERICK ST
GRAHAM ST
CACTUS AVE
DELPHINIUM AVE
JOHN F KENNEDY DR
GENTIAN AVE
IRIS AVE
KRAMERIA AVE
MARIPOSA AVE
INDIAN ST
PERRIS BLVD
KITCHING ST
MORRISON ST
NASON ST
MORENO BEACH DR
REDLANDS BLVD
LOCUST AVE
KALMIA AVE
JUNIPER AVE
ALESSANDRO BLVD
BRODIAEA AVE
N
0 5,000 10,000 Feet
0 1 2 Miles
Map Produced by Moreno Valley Geographic Information System
Geographic Information in:
State Plane NAD 83 California Zone 6 Feet.
G:\MxdMap\Special Districts\D Zone Maps\
zone_d_sg2_north_servicelevel2.mxd
March 8, 2012
The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map.
Area 1
Area 2
Area 3
Area 4
City Bounds
Streets
MORENO VALLEY
WHERE DREAMS SOAR

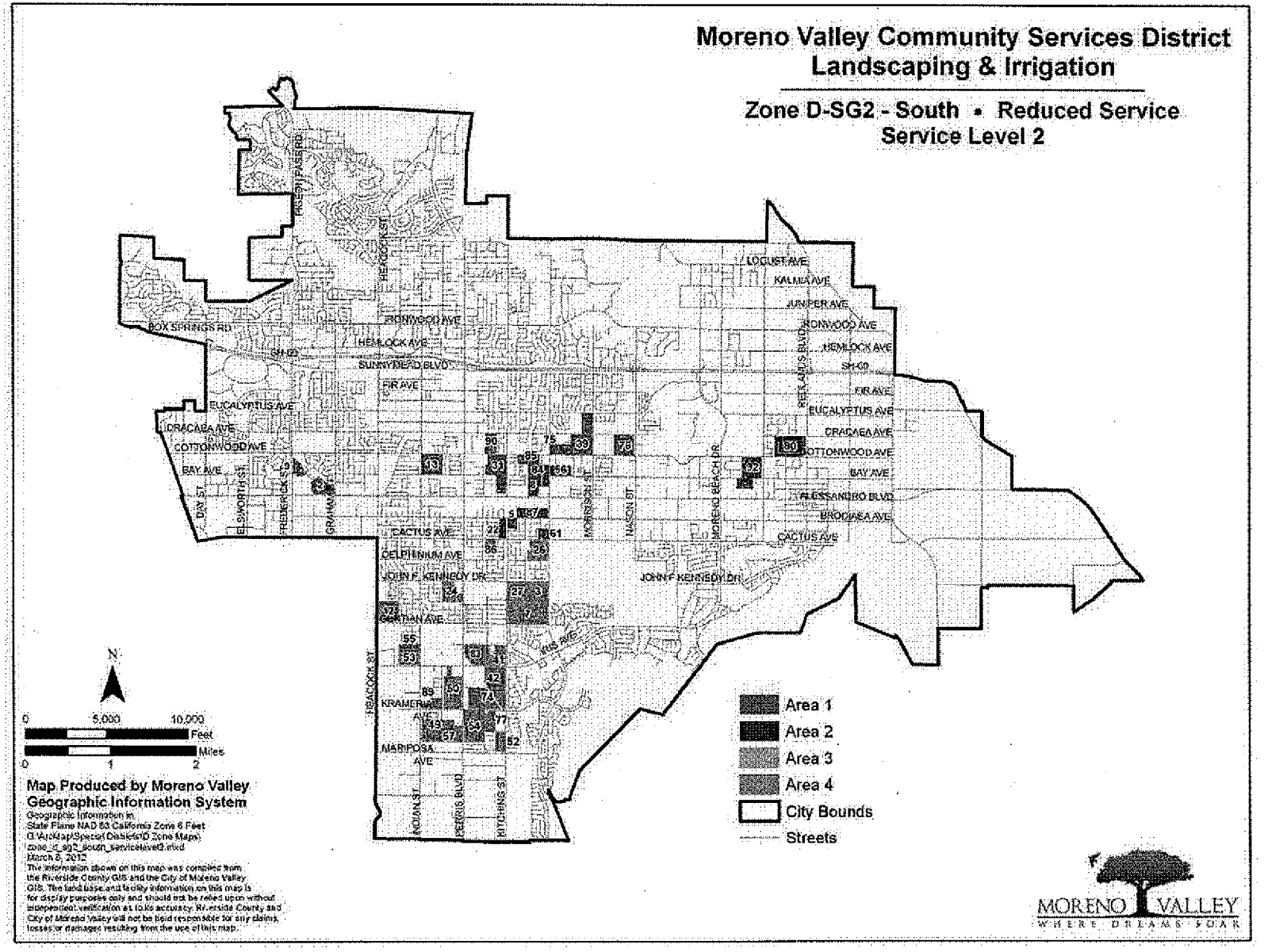
Moreno Valley Community Services District
Landscaping & Irrigation
Zone D-SG2 - South • Reduced Service
Service Level 2
Area 1
Area 2
Area 3
Area 4
City Bounds
Streets
N
0 5,000 10,000 Feet
0 1 2 Miles
Map Produced by Moreno Valley
Geographic Information System
Geographic Information in:
State Plane NAD 83 California Zone 6 Feet
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March 8, 2012
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MORENO VALLEY
WHERE DREAMS SOAR

Item No. B.4

C. ZONE D – 12 WEEK ROTATION Sample based on Service Schedule Level 3 Frequency

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 South	2	15387	9,049	1	
DSG2 South	9	19957	6,810	1	
DSG2 South	13	20032	14,076	1	
DSG2 South	31	19509	18,328	1	
DSG2 South	85	16770	5,830	1	
DSG2 South	90	32018	11,308	1	
DSG2 South	39	19852	28,800	1	
DSG2 South	75	27526	16,373	1	
DSG2 South	76	30027	45,833	1	
DSG2 South	8	19518/18372	12,834	1	Grass
DSG2 South	84	13585	6,600	1	
DSG2 South	56	20941	9,600	1	Grass
DSG2 South	80	31269-1	43,723	1	
DSG2 South	92	31284	28,321	1	
DSG2 South	5	17387	4,384	2	
DSG2 South	22	19143	4,864	2	
DSG2 South	61	21616	23,528	2	
DSG2 South	87	17867	13,778	2	
DSG2 South	3	12773	13,806	2	
DSG2 South	7	19685	62,530	2	
DSG2 South	24	19210	9,270	2	
DSG2 South	26	19363	13,320	2	
DSG2 South	27	19434	13,242	2	
DSG2 South	86	17457	3,444	2	
DSG2 South	41	19912	11,750	3	Grass
DSG2 South	12	20552	19,456	3	Grass
DSG2 South	50	20404	36,138	3	
DSG2 South	53	20718	23,004	3	
DSG2 South	55	20869	2,100	3	
DSG2 South	83	15433	24,161	3	
DSG2 South	89	22889	16,438	3	
DSG2 South	42	19937	20,890	3	
DSG2 South	49	20301	7,200	3	Grass
DSG2 South	52	20660	11,812	3	Grass
DSG2 South	54	20859	33,630	3	Grass
DSG2 South	57	21113	12,200	3	
DSG2 South	74	20715	51,250	3	Grass
DSG2 South	77	29038	8,243	3	

updated 11/9/11

DSG 2 South

Jul-12	Nov-12	Mar-13
07/04/2012 Mow/Litter	11/07/2012 Mow	03/06/2013 Area 5
07/11/2012 [redacted]	11/14/2012 Area 7	03/13/2013 Mow/Litter
07/18/2012 Mow	11/21/2012 Mow/Litter	03/20/2013 Area 6
07/25/2012 [redacted]	11/28/2012 Area 1	03/27/2013 Mow
Aug-12	**Dec-12**	**Apr-12**
08/01/2012 Mow/Litter	12/05/2012 Mow	04/03/2013 Open
08/08/2012 [redacted]	12/12/2012 Area 6	04/10/2013 Mow/Litter
08/15/2012 Mow	12/19/2012 Mow/Litter	04/17/2013 [redacted]
08/22/2012 Area 4	12/26/2012 Open	04/24/2013 Mow
08/29/2012 Mow/Litter		
Sep-12	**Jan-13**	**May-13**
09/05/2012 Area 5	01/02/2013 Mow	05/01/2013 [redacted]
09/12/2012 Mow	01/09/2013 [redacted]	05/08/2013 Mow/Litter
09/19/2012 Area 6	01/16/2013 Mow/Litter	05/15/2013 [redacted]
09/26/2012 Mow/Litter	01/23/2013 [redacted]	05/22/2013 Mow
	01/30/2013 Mow	05/29/2013 Area 1
Oct-12	**Feb-13**	**Jun-13**
10/03/2012 [redacted]	02/06/2013 [redacted]	06/05/2013 Mow/Litter
10/10/2012 Mow	02/13/2013 Mow/Litter	06/12/2013 Area 5
10/17/2012 [redacted]	02/20/2013 Area 1	06/19/2013 Mow
10/24/2012 Mow/Litter	02/27/2013 Mow	06/26/2013 Area 6
10/31/2012 Area 2		

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 North	4	17176	21,097	1	
DSG2 North	58	21332	19,440	1	Grass
DSG2 North	71	21333	54,500	1	
DSG2 North	82	20272	51,216	1	Grass
DSG2 North	79	19080	20,291	1	
DSG2 North	10	20030	11,200	2	
DSG2 North	38	19551	36,364	2	
DSG2 North	72	22093	8,873	2	
DSG2 North	16	18512/21322	59,940	2	Grass
DSG2 North	86	31257	26,686	2	
DSG2 North	80	19032	9,132	2	
DSG2 North	1	11848	9,066	3	
DSG2 North	78	10191/18458	10,871	3	
DSG2 North	18	18930	38,849	3	Grass
DSG2 North	40	19882	8,805	3	Grass
DSG2 North	62	21737	3,920	3	Grass
DSG2 North	11	20072	23,550	3	
DSG2 North	23	19208	17,880	4	
DSG2 North	32	19799	17,652	4	
DSG2 North	69	28882	20,983	4	
DSG2 North	91	16784/20906	30,432	4	
DSG2 North	3	16768	16,281	5	
DSG2 North	14	17033	9,990	5	
DSG2 North	30	19500	3,636	5	
DSG2 North	73	22371	17,844	5	
DSG2 North	51	20525	16,500	5	
DSG2 North	67	23046	16,000	5	
DSG2 North	17	24721	6,882	6	
DSG2 North	83	31591	16,445	6	
DSG2 North	64	22276	11,690	6	Grass
DSG2 North	65	22277	20,485	6	
DSG2 North	90	17334	37,680	6	

updated 11/9/11

DSG 2 North

Jul-12	Nov-12	Mar-13
	11/05/2012 Mow	03/04/2013 Area 5
07/02/2012 Mow/Litter	11/12/2012 Area 4	03/11/2013 Mow/Litter
07/09/2012 [redacted]	11/19/2012 Mow/Litter	03/18/2013 Area 6
07/16/2012 Mow	11/26/2012 Area 5	03/25/2013 Mow
07/23/2012 Area 2		
07/30/2012 Mow/Litter		
Aug-12	**Dec-12**	**Apr-13**
08/06/2012 Area 3	12/03/2012 Mow	04/01/2013 Open
08/13/2012 Mow	12/10/2012 Area 6	04/08/2013 Mow/Litter
08/20/2012 Area 4	12/17/2012 Mow/Litter	04/15/2013 [redacted]
08/27/2012 Mow/Litter	12/24/2012 Open	04/22/2013 Mow
	12/31/2012 Mow	04/29/2013 [redacted]
Sep-12	**Jan-13**	**May-13**
09/03/2012 Area 5	01/07/2013 [redacted]	05/06/2013 Mow/Litter
09/10/2012 Mow	01/14/2013 Mow/Litter	05/13/2013 Area 3
09/17/2012 Area 6	01/21/2013 [redacted]	05/20/2013 Mow
09/24/2012 Mow/Litter	01/28/2013 Mow	05/27/2013 Area 1
Oct-12	**Feb-13**	**Jun-13**
10/01/2012 [redacted]	02/04/2013 Area 3	06/03/2013 Mow/Litter
10/08/2012 Mow	02/11/2013 Mow/Litter	06/10/2013 Area 5
10/15/2012 Area 2	02/18/2013 Area 4	06/17/2013 Mow
10/22/2012 Mow/Litter	02/25/2013 Mow	06/24/2013 Area 6
10/29/2012 Area 3		

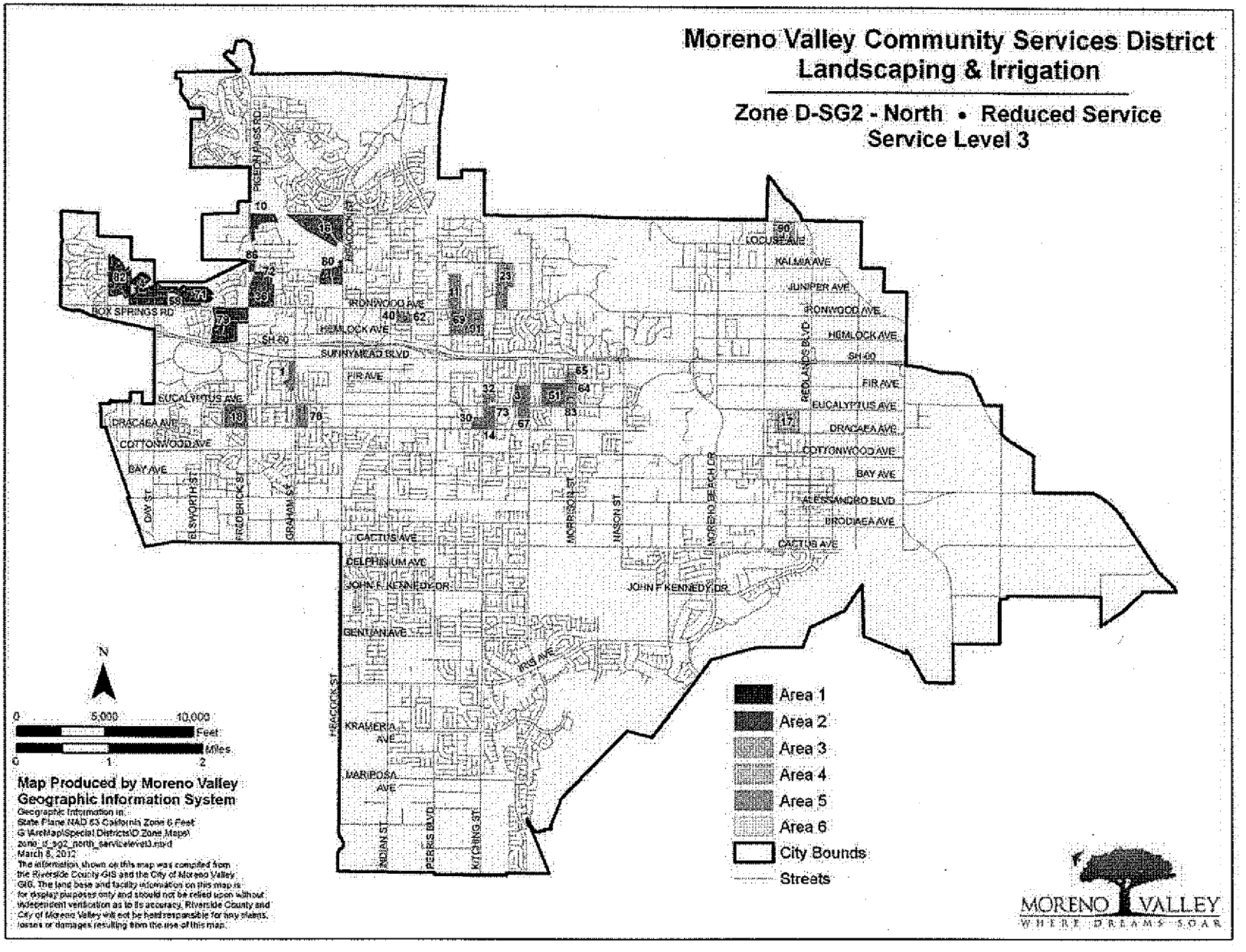

Item No. B.4

MV00205416

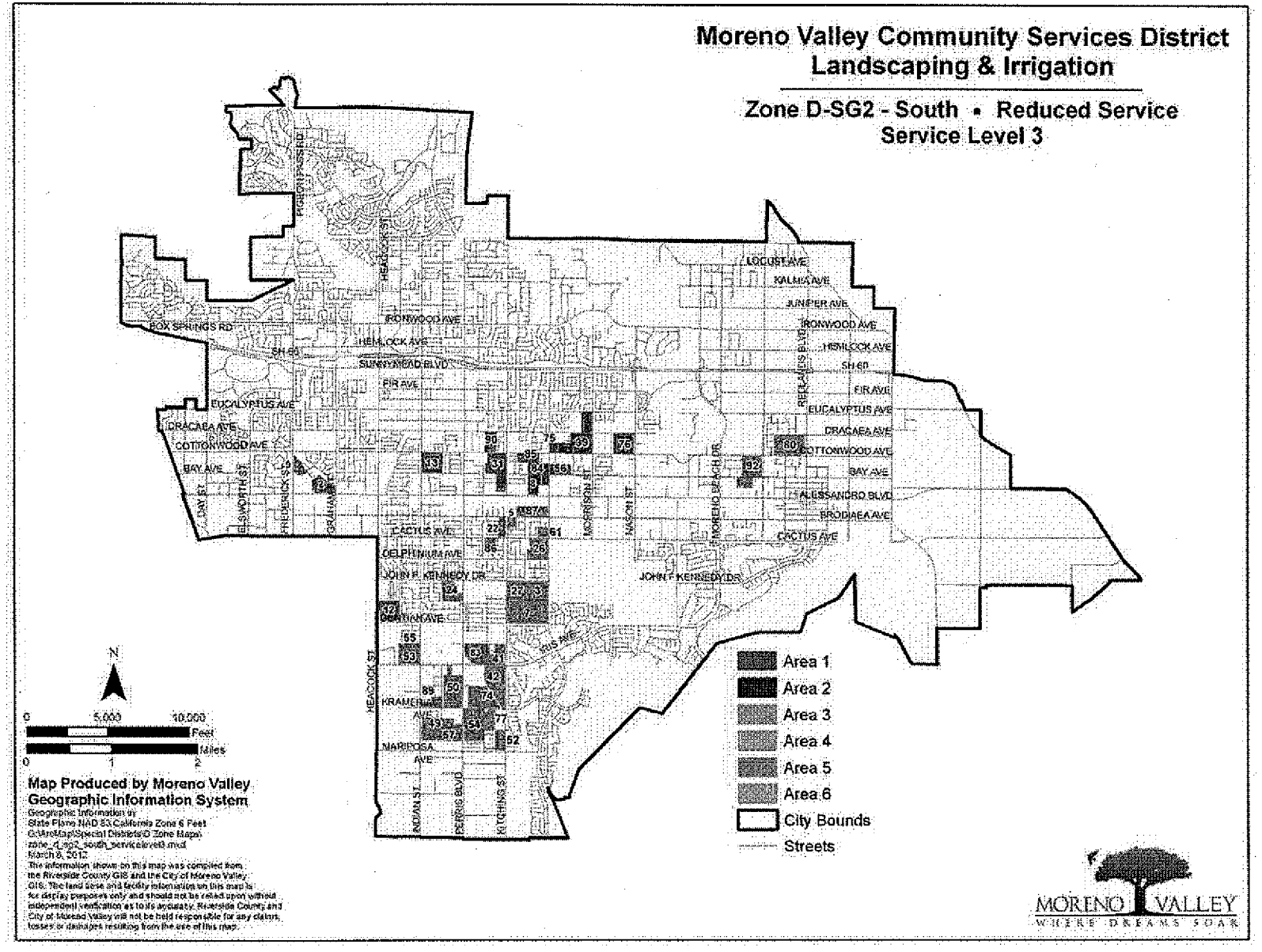
Moreno Valley Community Services District
Landscaping & Irrigation
Zone D-SG2 - South • Reduced Service
Service Level 3
Area 1
Area 2
Area 3
Area 4
Area 5
Area 6
City Bounds
Streets
0 5,000 10,000 Feet
0 1 2 Miles
Map Produced by Moreno Valley
Geographic Information System
Geographic Information by
State Plane NAD 83 California Zone 6 Feet
G:\MroMap\Special Districts\D Zone Maps\
zone_d_sg2_south_servicelevel3.mxd
March 8, 2012
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MORENO VALLEY
WHERE DREAMS SOAR

VII: ZONE D – SERVICE SCHEDULE WORKSHEET

A. ZONE D – 12 WEEK ROTATION

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 South	2	16367	9,049		
DSG2 South	9	19957	6,810		
DSG2 South	13	20032	14,076		
DSG2 South	31	19509	18,328		
DSG2 South	88	16770	5,830		
DSG2 South	90	32018	11,306		
DSG2 South	39	19852	28,800		
DSG2 South	75	27528	16,373		
DSG2 South	78	30027	45,833		
DSG2 South	8	19518/19372	12,834		Grass
DSG2 South	84	13585	6,600		
DSG2 South	56	20941	9,600		Grass
DSG2 South	80	31269-1	43,723		
DSG2 South	92	31284	28,321		
DSG2 South	5	17367	4,384		
DSG2 South	22	19143	4,864		
DSG2 South	61	21616	23,528		
DSG2 South	87	17867	13,778		
DSG2 South	3	12773	13,606		
DSG2 South	7	19885	62,530		
DSG2 South	24	19210	9,270		
DSG2 South	25	19363	13,320		
DSG2 South	27	19434	13,242		
DSG2 South	80	17457	3,444		
DSG2 South	41	19912	11,750		Grass
DSG2 South	12	20552	19,456		Grass
DSG2 South	50	20404	36,138		
DSG2 South	53	20718	23,004		
DSG2 South	55	20869	2,100		
DSG2 South	83	19433	24,161		
DSG2 South	89	22885	16,438		
DSG2 South	42	19937	20,890		
DSG2 South	49	20301	7,200		Grass
DSG2 South	52	20860	11,912		Grass
DSG2 South	54	20859	33,630		Grass
DSG2 South	67	21113	12,200		
DSG2 South	74	20715	51,250		Grass
DSG2 South	77	29038	6,243		

updated 11/9/11

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 North	4	17176	21,097		
DSG2 North	58	21332	19,440		Grass
DSG2 North	71	21333	54,500		
DSG2 North	82	20272	51,216		Grass
DSG2 North	79	19089	20,291		
DSG2 North	10	20030	11,200		
DSG2 North	36	19551	36,364		
DSG2 North	72	22093	8,873		
DSG2 North	19	18512/21322	59,940		Grass
DSG2 North	86	31257	26,688		
DSG2 North	60	19032	6,132		
DSG2 North	1	11648	9,096		
DSG2 North	78	19191/18468	10,671		
DSG2 North	18	18930	38,849		Grass
DSG2 North	40	19682	8,805		Grass
DSG2 North	62	21737	3,920		Grass
DSG2 North	11	20072	23,550		
DSG2 North	23	18208	17,680		
DSG2 North	32	19799	17,652		
DSG2 North	69	28882	20,983		
DSG2 North	91	18784/20906	30,432		
DSG2 North	3	16766	16,281		
DSG2 North	14	17033	9,990		
DSG2 North	30	19500	3,696		
DSG2 North	73	22371	17,844		
DSG2 North	51	20625	16,500		
DSG2 North	67	23046	16,000		
DSG2 North	17	24721	6,882		
DSG2 North	63	31591	10,445		
DSG2 North	64	22276	11,880		Grass
DSG2 North	65	22277	20,485		
DSG2 North	90	17334	37,880		

DSG 2 South

Jul-12	Nov-12	Mar-13
07/04/2012	11/07/2012	03/06/2013
07/11/2012	11/14/2012	03/13/2013
07/18/2012	11/21/2012	03/20/2013
07/25/2012	11/28/2012	03/27/2013
Aug-12	**Dec-12**	**Apr-13**
08/01/2012	12/05/2012	04/03/2013
08/08/2012	12/12/2012	04/10/2013
08/15/2012	12/19/2012	04/17/2013
08/22/2012	12/26/2012	04/24/2013
08/29/2012		
Sep-12	**Jan-13**	**May-13**
09/05/2012	01/02/2013	05/01/2013
09/12/2012	01/09/2013	05/08/2013
09/19/2012	01/16/2013	05/15/2013
09/26/2012	01/23/2013	05/22/2013
	01/30/2013	05/29/2013
Oct-12	**Feb-13**	**Jun-13**
10/03/2012	02/06/2013	06/05/2013
10/10/2012	02/13/2013	06/12/2013
10/17/2012	02/20/2013	06/19/2013
10/24/2012	02/27/2013	06/26/2013
10/31/2012		

DSG 2 North

Jul-12	Nov-12	Mar-13
07/02/2012	11/05/2012	03/04/2013
07/09/2012	11/12/2012	03/11/2013
07/16/2012	11/19/2012	03/18/2013
07/23/2012	11/26/2012	03/25/2013
07/30/2012		
Aug-12	**Dec-12**	**Apr-13**
08/06/2012	12/03/2012	04/01/2013
08/13/2012	12/10/2012	04/08/2013
08/20/2012	12/17/2012	04/15/2013
08/27/2012	12/24/2012	04/22/2013
	12/31/2012	04/29/2013
Sep-12	**Jan-13**	**May-13**
09/03/2012	01/07/2013	05/06/2013
09/10/2012	01/14/2013	05/13/2013
09/17/2012	01/21/2013	05/20/2013
09/24/2012	01/28/2013	05/27/2013
Oct-12	**Feb-13**	**Jun-13**
10/01/2012	02/04/2013	06/03/2013
10/08/2012	02/11/2013	06/10/2013
10/15/2012	02/18/2013	06/17/2013
10/22/2012	02/25/2013	06/24/2013
10/29/2012		

VIII. PROPOSED ANNUAL MATERIAL SCHEDULE

A. Fertilizers:

List the fertilizers to be furnished to ex ecute work tasks specif ied in Exhibit A. Specify the type (analysis/brand name), es timated amount of each type to be supplied annually, and estima ted annual cost for each type (include applic able sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Scotts 22-0-6	500 lbs	$41.00
Best 22-5-5	100 lbs	$48.00
Best 23-5-10	8,000 lbs	$5,440.00

B. Pesticides:

List pesticides to be furnished to execut e work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent her bicide, rodent/snail bait, insecticide, etc.), the brand name, es timated amount of each ty pe/brand to be supplied annually, and the estimated annual cost for each type/brand (include applic able sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Glyphosate	8 gallons	$466.48
Fumatoxin	6 flasks	$349.86
Metaldehyde 7.5%	100 lbs	$276.97

IX. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

A. Communications:

The General Provisions require that the select ed Contractor possess, and maintain an effective company-wide co mmunications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal commu nications system, both in the office and in the field, and how it will enable your c ompany to provide the communication capability as required in Scope of Services specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

All communications will be routed through our main office and dispatch center in Irwindale. A 24-hour "800" number will be provided to the City of Moreno Valley and will use all of the current communication methods such as two-way radios, and cellular phones.
The Supervisor responsible for the crew and foreman performing the work is in daily communication with the foreman personally or by cellular phone, or radio communications to insure that the schedule of work operations is followed in strict accordance to the guidelines of the contact. Furthermore, the Supervisor routinely inspects the job site by walking it with his foreman or crew, identifying areas of concern and keeping the Branch Manager in charge of landscape maintenance operations informed as to the condition of the sites in question. All work not in compliance in the opinion of the Supervisor will be addressed immediately through specific instructions to the foreman and crew to perform the corrective work.
Our office is open for communications from 5:30am to 4:30pm, Monday-Friday and we are available 24 hours a day through the answering service to address emergency call outs. We have a full support staff of mechanics that can respond to emergencies immediately and a depth of replacement equipment that will allow us to stay consistent with our schedules.

B. Traffic Safety:

The General Provisions require that the selected C ontractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most curre nt) California Supplement, Part 6, Temporary Traffic Control". Please de scribe your company's general traffic control practices and training, and how yo ur company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheet s as necessary to provide a full and comprehensive response.

We pride ourselves in safety. Our company's goal is to have no work-related injuries. Mariposa strongly believes that a clean, safe and healthy environment should be provided for all employees. Every reasonable precaution is taken to provide all employees with a safe place to work including on job locations.

Mariposa periodically conduct training for various safety topics and issues, from defensive driving to driving in wet/icy weather.

Our company follow the WATCH manual when it comes to conducting traffic control on projects in traffic areas. Mariposa also conducts periodic training on the WATCH manual.

Mariposa owns and utilize arrowboards, delinators, cones, signs and any other necessary traffic control equipment (as necessary).

C. **Greenwaste Recycling:**

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the soli d waste, including greenwa ste, generated within its jurisdiction. Please describe your com pany's program to in sure that the Cit y receives credit for the greenwast e that will be generat ed from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number (s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwas te products (mulch, compost, soil amendments, etc.) on the project, pleas e give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

Mariposa Landscapes, Inc. uses effort to initiate "green" environment and energy conservation. Our company has a recycling program for green waste and paper products. We implement this program at our local offices and at all the job sites.

Mariposa will provide City of Moreno Valley any documentation necessarry to meet the mandate such as receipts and any other documentation.

For this project site, one potential location to take the greenwaste is:

Robert A. Nelson Transfer Station
1830 Agua Mansa Road
Riverside, CA 92509
(951) 786-0655

X. LIST OF SUBCONTRACTORS

A. SUBCONTRACTORS:

In compliance with t he provisions of Government Code, Sec tion 4102, the undersigned Proposer sets forth the name and location (address) of the place of business of each subcontractor w ho will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work whic h will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
NONE		

XI. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, natio nal origin, ancestry, physical handicaps, mental condition, marital status or sex of such pers ons, except as provided in Section 129 40, of the California Labor Code and every Contractor of Public Wor ks violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE _____

PRINTED NAME Terry Noriega

TITLE President

COMPANY NAME Mariposa Landscapes, Inc.

DATE 3/28/12

XII. PROPOSAL AFFIRMATION

With regard to the information provided her einabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statem ent willfully or fraudulently made in connection with this proposal m ay result in the termination of any Contract between the Moreno Valley Communi ty Services District and Mariposa Landscapes, Inc. , and further , the af oresaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind Mariposa Landscapes, Inc. to the terms of this affirmation (See "INSTR UCTION TO PROPOSER", Se ction D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT (PRINTED), SIGNED AND DATED

SIGNATURE _____

NAME Terry Noriega

TITLE President

COMPANY NAME Mariposa Landscapes, Inc.

DATE 3/28/12

I. SCHEDULE II

BID SCHEDULE

PROPOSER: Mariposa Landscapes, Inc.
(Company Name)

A. SERVICE SCHEDULES – Zone D Tracts Level 3 – Current Service

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 17176	Planter: 21,097 sq. ft.	$ 187.00	$ 2,244.00
Tract 21332	Planter: 19,440 sq. ft	$ 172.00	$ 2,064.00
Tract 21333	Planter: 54,500 sq. ft	$ 481.00	$ 5,772.00
Tract 20272	Planter: 51,216 sq. ft	$ 452.00	$ 5,424.00
Tract 10980/13576/19081	Planter: 20,291 sq. ft	$ 179.00	$ 2,148.00
Tract 20030	Planter: 11,200 sq. ft.	$ 99.00	$ 1,188.00
Tract 19551	Planter: 36,364 sq. ft	$ 321.00	$ 3,852.00
Tract 22093	Planter: 8,873 sq. ft	$ 78.00	$ 936.00
Tract 18512/21322	Planter: 59,940 sq. ft.	$ 529.00	$ 6,348.00
Tract 31257	Planter: 26,686 sq. ft	$ 501.00	$ 6,012.00
Tract 19032	Planter: 9,132 sq. ft	$ 81.00	$ 972.00
Tract 11848	Planter: 9,066 sq. ft.	$ 80.00	$ 960.00
Tract 10191/18468	Planter: 10,871 sq. ft	$ 96.00	$ 1,152.00
Tract 18930	Planter: 38,849 sq. ft.	$ 343.00	$ 4,116.00
Tract 19862	Planter: 8,805 sq. ft	$ 78.00	$ 936.00
Tract 21737	Planter: 1,280 sq. ft	$ 15.00	$ 180.00
	Turf: 2,640 sq. ft	$ 119.00	$ 1,428.00
Tract 20072	Planter: 23,550 sq. ft.	$ 208.00	$ 2,496.00
Tract 19208	Planter: 17,680 sq. ft	$ 156.00	$ 1,872.00
Tract 19799	Planter: 17,652 sq. ft	$ 155.00	$ 1,860.00

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SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 28882	Planter: 20,983 sq. ft	$ 185.00	$ 2,220.00
Tract 18784/20906	Planter: 30,432 sq. ft	$ 269.00	$ 3,228.00
Tract 16768	Planter: 16,281 sq. ft.	$ 144.00	$ 1,728.00
Tract 17033	Planter: 9,990 sq. ft.	$ 88.00	$ 1,056.00
Tract 19500	Planter: 3,636 sq. ft	$ 32.00	$ 384.00
Tract 22371	Planter: 17,844 sq. ft	$ 158.00	$ 1,896.00
Tract 20525	Planter: 16,500 sq. ft	$ 146.00	$ 1,752.00
Tract 23046	Planter: 16,000 sq. ft	$ 141.00	$ 1,692.00
Tract 24721	Planter: 6,882 sq. ft.	$ 61.00	$ 732.00
Tract 31591	Planter: 16,445 sq. ft	$ 145.00	$ 1,740.00
Tract 22276	Planter: 11,690 sq. ft	$ 103.00	$ 1,236.00
Tract 22277	Planter: 20,485 sq. ft	$ 181.00	$ 2,172.00
Tract 17334	Planter: 37,680 sq. ft	$ 333.00	$ 3,996.00
Tract 15387	Planter: 9,049 sq. ft.	$ 80.00	$ 960.00
Tract 19957	Planter: 6,810 sq. ft.	$60.00	$720.00
Tract 20032	Planter: 14,076 sq. ft.	$ 124.00	$ 1,488.00
Tract 19509	Planter: 18,328 sq. ft.	$162.00	$1,944.00
Tract 16770	Planter: 5,830 sq. ft.	$ 51.00	$ 612.00
Tract 32018	Planter: 7,865 sq. ft.	$69.00	$828.00
Tract 19852	Planter: 28,800 sq. ft.	$ 253.00	$ 3,036.00
Tract 27526	Planter: 16,373 sq. ft.	$145.00	$1,740.00
Tract 30027	Planter: 45,833 sq. ft.	$ 405.00	$ 4,860.00
Tract 19518/18372	Planter: 12,634 sq. ft.	$112.00	$1,344.00

RFP NO. DSG-2/12-13

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 13585	Planter: 2,000 sq. ft.	$ 21.00	$ 252.00
	Turf: 4,600 sq. ft.	188.00	2,256.00
Tract 20941	Planter: 7,455 sq. ft.	$ 66.00	$ 792.00
	Turf: 2,145 sq. ft.	$ 94.00	$ 1,128.00
Tract 31269-1	Planter: 43,723 sq. ft.	$386.00	$4,632.00
Tract 31284	Planter: 28,321 sq. ft.	$ 250.00	$ 3,000.00
Tract 17387	Planter: 4,384 sq. ft.	$39.00	$468.00
Tract 19143	Planter: 4,864 sq. ft.	$43.00	$516.00
Tract 21616	Planter: 19,858 sq. ft.	$ 176.00	$ 2,112.00
	Turf: 3,670 sq. ft.	159.00	1,908.00
Tract 17867	Planter: 13,778 sq. ft.	$ 122.00	$ 1,464.00
Tract 12773	Planter: 13,806 sq. ft.	$ 123.00	$ 1,476.00
Tract 19685	Planter: 62,530 sq. ft.	$ 552.00	$ 6,624.00
Tract 19210	Planter: 9,270 sq. ft.	$ 82.00	$ 984.00
Tract 19363	Planter: 13,320 sq. ft.	$ 118.00	$ 1,416.00
Tract 19434	Planter: 13,242 sq. ft.	$116.00	$1,392.00
Tract 17457	Planter: 3,444 sq. ft.	$ 33.00	$ 396.00
Tract 19912	Planter: 11,750 sq. ft.	$104.00	$1,248.00
Tract 20552	Planter: 19,458 sq. ft.	$ 172.00	$ 2,064.00
Tract 20404	Planter: 36,138 sq. ft.	$ 319.00	$ 3,828.00
Tract 20718	Planter: 23,004 sq. ft.	$204.00	$2,448.00
Tract 20869	Planter: 2,100 sq. ft.	$ 25.00	$ 300.00
Tract 15433	Planter: 24,161 sq. ft.	$ 214.00	$ 2,568.00
Tract 22889	Planter: 16,438 sq. ft.	$ 146.00	$ 1,752.00

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SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 19937	Planter: 20,890 sq. ft.	$ 185.00	$ 2,220.00
Tract 20301	Planter: 3,800 sq. ft.	$ 38.00	$ 456.00
	Turf: 3,400 sq. ft.	146.00	1,752.00
Tract 20660	Planter: 11,912 sq. ft.	$ 106.00	$ 1,272.00
Tract 20859	Planter: 33,630 sq. ft.	$ 297.00	$ 3,564.00
Tract 21113	Planter: 10,500 sq. ft.	$ 93.00	$ 1,116.00
	Turf: 1,700 sq. ft.	80.00	960.00
Tract 20715	Planter: 51,250 sq. ft.	$ 453.00	$ 5,436.00
Tract 29038	Planter: 6,243 sq. ft.	$ 55.00	$ 660.00
Zone D Tracts Service Schedule Level 3 Total		$ 12,982.00	$ 155,784.00
Cost per sq. ft., per occurrence Level 3 Zone D- Tracts			$ 0.0093

The Total Amount of the Service Proposal shall be the cumulative total of Section A's cost per twelve month column, as listed above, which is based on the current service levels for the areas as identified herein Section A of Schedule II:

Figures: 155,784 and 00 /100's Dollars

Words: One hundred fifty-five thousand seven hundred eighty four and 00 /100's Dollars

All work shall be per formed in accordance with the terms and conditions of this Independe nt Contractor Agreement, which incl udes all General and Technic al Specification Provisions as outlined herein for the Full or Reduced Services. Any modification to the number of occurrences for any service shall be made per written directi on by the District. Service occurrences may be modified with 30 days advance written notice by the District.

The Contractor shall furnish all labor, equipment, and materials nec essary to provide maintenance of median-monument-parkway, irrigation, and lands caping as set forth in Exhibit A of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the I ndependent Contractor Agre ement and its attached exhibits.

Addendum No(s). 1 has/have been received and is/are made a part of this proposal.

President 3/28/12

(AUTHORIZED SIGNATURE AND TITLE) (DATE)

Item No. B.4

B. OPTIONAL SERVICE LEVELS*

*Optional Service Levels are levels of landscaping service not currently being provided. Details for each Service Schedule Level are listed in Exhibit E, Schedule I, Section V: FREQUENCY OF SERVICE TABLE, page 60. At the discretion of the Community Services District, an optional level of service other than the current service level may be req uested. **PLEASE INCLUDE COSTS TO PROVIDE MAINTENANCE OF PARKWAY & MEDIAN LANDSCAPING & IRRIGATION SERVICES FOR OPTIONAL SERVICE LEVELS IN ADDITION TO THE CURRENT SERVICE LEVEL AS DESCRIBED IN SCHEDULE II, SECTION A, PAGES 77 - 80.**

- **Service Schedule Level 1 – Zone D Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 17176	Planter: 21,097 sq. ft.	$ 226.00	$ 2,712.00
Tract 21332	Planter: 19,440 sq. ft	$ 209.00	$ 2,508.00
Tract 21333	Planter: 54,500 sq. ft	$ 585.00	$ 7,020.00
Tract 20272	Planter: 51,216 sq. ft	$ 549.00	$ 6,588.00
Tract 10980/13576/19081	Planter: 20,291 sq. ft	$ 218.00	$ 2,616.00
Tract 20030	Planter: 11,200 sq. ft.	$ 120.00	$ 1,440.00
Tract 19551	Planter: 36,364 sq. ft	$ 390.00	$ 4,680.00
Tract 22093	Planter: 8,873 sq. ft	$ 96.00	$ 1,152.00
Tract 18512/21322	Planter: 59,940 sq. ft.	$ 643.00	$ 7,716.00
Tract 31257	Planter: 26,686 sq. ft	$ 608.00	$ 7,296.00
Tract 19032	Planter: 9,132 sq. ft	$ 98.00	$ 1,176.00
Tract 11848	Planter: 9,066 sq. ft.	$ 97.00	$ 1,164.00
Tract 10191/18468	Planter: 10,871 sq. ft	$ 117.00	$ 1,404.00
Tract 18930	Planter: 38,849 sq. ft.	$ 417.00	$ 5,004.00
Tract 19862	Planter: 8,805 sq. ft	$ 95.00	$ 1,140.00
Tract 21737	Planter: 1,280 sq. ft	$ 14.00	$ 168.00
	Turf: 2,640 sq. ft	$ 137.00	$ 1,644.00
Tract 20072	Planter: 23,550 sq. ft.	$ 253.00	$ 3,036.00
Tract 19208	Planter: 17,680 sq. ft	$ 190.00	$ 2,280.00

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SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 19799	Planter: 17,652 sq. ft	$ 189.00	$ 2,268.00
Tract 28882	Planter: 20,983 sq. ft	$ 255.00	$ 3,060.00
Tract 18784/20906	Planter: 30,432 sq. ft	$ 326.00	$ 3,912.00
Tract 16768	Planter: 16,281 sq. ft.	$ 175.00	$ 2,100.00
Tract 17033	Planter: 9,990 sq. ft.	$ 107.00	$ 1,284.00
Tract 19500	Planter: 3,636 sq. ft	$ 39.00	$ 468.00
Tract 22371	Planter: 17,844 sq. ft	$ 191.00	$ 2,292.00
Tract 20525	Planter: 16,500 sq. ft	$ 177.00	$ 2,124.00
Tract 23046	Planter: 16,000 sq. ft	$ 172.00	$ 2,064.00
Tract 24721	Planter: 6,882 sq. ft.	$ 74.00	$ 888.00
Tract 31591	Planter: 16,445 sq. ft	$ 176.00	$ 2,112.00
Tract 22276	Planter: 11,690 sq. ft	$ 126.00	$ 1,512.00
Tract 22277	Planter: 20,485 sq. ft	$ 220.00	$ 2,640.00
Tract 17334	Planter: 37,680 sq. ft	$ 404.00	$ 4,848.00
Tract 15387	Planter: 9,049 sq. ft.	$ 98.00	$ 1,176.00
Tract 19957	Planter: 6,810 sq. ft.	$74.00	$888.00
Tract 20032	Planter: 14,076 sq. ft.	$ 151.00	$ 1,812.00
Tract 19509	Planter: 18,328 sq. ft.	$197.00	$2,364.00
Tract 16770	Planter: 5,830 sq. ft.	$ 63.00	$ 756.00
Tract 32018	Planter: 7,865 sq. ft.	$85.00	$1,020.00
Tract 19852	Planter: 28,800 sq. ft.	$ 309.00	$ 3,708.00
Tract 27526	Planter: 16,373 sq. ft.	$176.00	$2,112.00
Tract 30027	Planter: 45,833 sq. ft.	$ 492.00	$ 5,904.00

Item No. B.4

RFP NO. DSG-2/12-13

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 19518/18372	Planter: 12,634 sq. ft.	$ 136.00	$ 1,632.00
Tract 13585	Planter: 2,000 sq. ft.	$ 22.00	$ 264.00
	Turf: 4,600 sq. ft.	224.00	2,688.00
Tract 20941	Planter: 7,455 sq. ft.	$ 90.00	$ 1,080.00
	Turf: 2,145 sq. ft.	$ 114.00	$ 1,368.00
Tract 31269-1	Planter: 43,723 sq. ft.	$ 469.00	$ 5,628.00
Tract 31284	Planter: 28,321 sq. ft.	$ 304.00	$ 3,648.00
Tract 17387	Planter: 4,384 sq. ft.	$ 48.00	$ 576.00
Tract 19143	Planter: 4,864 sq. ft.	$ 53.00	$ 636.00
Tract 21616	Planter: 19,858 sq. ft.	$ 216.00	$ 2,592.00
	Turf: 3,670 sq. ft.	183.00	2,196.00
Tract 17867	Planter: 13,778 sq. ft.	$ 148.00	$ 1,776.00
Tract 12773	Planter: 13,806 sq. ft.	$ 149.00	$ 1,788.00
Tract 19685	Planter: 62,530 sq. ft.	$ 671.00	$ 8,052.00
Tract 19210	Planter: 9,270 sq. ft.	$ 100.00	$ 1,200.00
Tract 19363	Planter: 13,320 sq. ft.	$ 144.00	$ 1,728.00
Tract 19434	Planter: 13,242 sq. ft.	$ 143.00	$ 1,716.00
Tract 17457	Planter: 3,444 sq. ft.	$ 37.00	$ 444.00
Tract 19912	Planter: 11,750 sq. ft.	$ 127.00	$ 1,524.00
Tract 20552	Planter: 19,458 sq. ft.	$ 209.00	$ 2,508.00
Tract 20404	Planter: 36,138 sq. ft.	$ 388.00	$ 4,656.00
Tract 20718	Planter: 23,004 sq. ft.	$ 247.00	$ 2,964.00
Tract 20869	Planter: 2,100 sq. ft.	$ 23.00	$ 276.00
Tract 15433	Planter: 24,161 sq. ft.	$ 260.00	$ 3,120.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 22889	Planter: 16,438 sq. ft.	$ 177.00	$ 2,124.00
Tract 19937	Planter: 20,890 sq. ft.	$ 225.00	$ 2,700.00
Tract 20301	Planter: 3,800 sq. ft.	$ 41.00	$ 492.00
	Turf: 3,400 sq. ft.	171.00	2,052.00
Tract 20660	Planter: 11,912 sq. ft.	$ 128.00	$ 1,536.00
Tract 20859	Planter: 33,630 sq. ft.	$ 361.00	$ 4,332.00
Tract 21113	Planter: 10,500 sq. ft.	$ 113.00	$ 1,356.00
	Turf: 1,700 sq. ft.	93.00	1,116.00
Tract 20715	Planter: 51,250 sq. ft.	$ 550.00	$ 6,600.00
Tract 29038	Planter: 6,243 sq. ft.	$ 67.00	$ 804.00
Zone D Tracts Service Schedule Level 1 Total		$ 15,769.00	$ 189,228.00
Cost per sq. ft., per occurrence Level 1 Zone D- Southern Tracts			$ 0.11

- **Service Schedule Level 2 – Zone D Tracts Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 17176	Planter: 21,097 sq. ft.	$ 199.00	$ 2,388.00
Tract 21332	Planter: 19,440 sq. ft	$ 183.00	$ 2,196.00
Tract 21333	Planter: 54,500 sq. ft	$ 513.00	$ 6,156.00
Tract 20272	Planter: 51,216 sq. ft	$ 483.00	$ 5,796.00
Tract 10980/13576/19081	Planter: 20,291 sq. ft	$ 191.00	$ 2,292.00
Tract 20030	Planter: 11,200 sq. ft.	$ 106.00	$ 1,272.00
Tract 19551	Planter: 36,364 sq. ft	$ 343.00	$ 4,116.00
Tract 22093	Planter: 8,873 sq. ft	$ 84.00	$ 1,008.00
Tract 18512/21322	Planter: 59,940 sq. ft.	$ 565.00	$ 6,780.00
Tract 31257	Planter: 26,686 sq. ft	$ 534.00	$ 6,408.00
Tract 19032	Planter: 9,132 sq. ft	$ 86.00	$ 1,032.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 11848	Planter: 9,066 sq. ft.	$ 84.00	$ 1,008.00
Tract 10191/18468	Planter: 10,871 sq. ft	$ 102.00	$ 1,224.00
Tract 18930	Planter: 38,849 sq. ft.	$ 366.00	$ 4,392.00
Tract 19862	Planter: 8,805 sq. ft	$ 83.00	$ 996.00
Tract 21737	Planter: 1,280 sq. ft	$ 18.00	$ 216.00
	Turf: 2,640 sq. ft	$ 125.00	$ 1,500.00
Tract 20072	Planter: 23,550 sq. ft.	$ 222.00	$ 2,664.00
Tract 19208	Planter: 17,680 sq. ft	$ 167.00	$ 2,004.00
Tract 19799	Planter: 17,652 sq. ft	$ 166.00	$ 1,992.00
Tract 28882	Planter: 20,983 sq. ft	$ 198.00	$ 2,376.00
Tract 18784/20906	Planter: 30,432 sq. ft	$ 287.00	$ 3,444.00
Tract 16768	Planter: 16,281 sq. ft.	$ 153.00	$ 1,836.00
Tract 17033	Planter: 9,990 sq. ft.	$ 94.00	$ 1,128.00
Tract 19500	Planter: 3,636 sq. ft	$ 36.00	$ 432.00
Tract 22371	Planter: 17,844 sq. ft	$ 168.00	$ 2,016.00
Tract 20525	Planter: 16,500 sq. ft	$ 155.00	$ 1,860.00
Tract 23046	Planter: 16,000 sq. ft	$ 151.00	$ 1,812.00
Tract 24721	Planter: 6,882 sq. ft.	$ 65.00	$ 780.00
Tract 31591	Planter: 16,445 sq. ft	$ 155.00	$ 1,860.00
Tract 22276	Planter: 11,690 sq. ft	$ 110.00	$ 1,320.00
Tract 22277	Planter: 20,485 sq. ft	$ 193.00	$ 2,316.00
Tract 17334	Planter: 37,680 sq. ft	$ 355.00	$ 4,260.00
Tract 15387	Planter: 9,049 sq. ft.	$ 85.00	$ 1,020.00
Tract 19957	Planter: 6,810 sq. ft.	$64.00	$768.00

RFP NO. DSG-2/12-13

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 20032	Planter: 14,076 sq. ft.	$ 133.00	$ 1,596.00
Tract 19509	Planter: 18,328 sq. ft.	$173.00	$2,076.00
Tract 16770	Planter: 5,830 sq. ft.	$ 55.00	$ 660.00
Tract 32018	Planter: 7,865 sq. ft.	$74.00	$888.00
Tract 19852	Planter: 28,800 sq. ft.	$ 271.00	$ 3,252.00
Tract 27526	Planter: 16,373 sq. ft.	$154.00	$1,848.00
Tract 30027	Planter: 45,833 sq. ft.	$ 432.00	$ 5,184.00
Tract 19518/18372	Planter: 12,634 sq. ft.	$119.00	$1,428.00
Tract 13585	Planter: 2,000 sq. ft.	$ 25.00	$ 300.00
	Turf: 4,600 sq. ft.	203.00	2,436.00
Tract 20941	Planter: 7,455 sq. ft.	$ 71.00	$ 852.00
	Turf: 2,145 sq. ft.	$ 105.00	$ 1,260.00
Tract 31269-1	Planter: 43,723 sq. ft.	$412.00	$4,944.00
Tract 31284	Planter: 28,321 sq. ft.	$ 267.00	$ 3,204.00
Tract 17387	Planter: 4,384 sq. ft.	$41.00	$492.00
Tract 19143	Planter: 4,864 sq. ft.	$46.00	$552.00
Tract 21616	Planter: 19,858 sq. ft.	$ 187.00	$ 2,244.00
	Turf: 3,670 sq. ft.	164.00	1,968.00
Tract 17867	Planter: 13,778 sq. ft.	$ 130.00	$ 1,560.00
Tract 12773	Planter: 13,806 sq. ft.	$ 131.00	$ 1,572.00
Tract 19685	Planter: 62,530 sq. ft.	$ 589.00	$ 7,068.00
Tract 19210	Planter: 9,270 sq. ft.	$ 87.00	$ 1,044.00
Tract 19363	Planter: 13,320 sq. ft.	$ 126.00	$ 1,512.00
Tract 19434	Planter: 13,242 sq. ft.	$125.00	$1,500.00

RFP NO. DSG-2/12-13

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 17457	Planter: 3,444 sq. ft.	$ 35.00	$ 420.00
Tract 19912	Planter: 11,750 sq. ft.	$ 111.00	$ 1,332.00
Tract 20552	Planter: 19,458 sq. ft.	$ 183.00	$ 2,196.00
Tract 20404	Planter: 36,138 sq. ft.	$ 340.00	$ 4,080.00
Tract 20718	Planter: 23,004 sq. ft.	$ 217.00	$ 2,604.00
Tract 20869	Planter: 2,100 sq. ft.	$ 28.00	$ 336.00
Tract 15433	Planter: 24,161 sq. ft.	$ 228.00	$ 2,736.00
Tract 22889	Planter: 16,438 sq. ft.	$ 155.00	$ 1,860.00
Tract 19937	Planter: 20,890 sq. ft.	$ 197.00	$ 2,364.00
Tract 20301	Planter: 3,800 sq. ft.	$ 39.00	$ 468.00
	Turf: 3,400 sq. ft.	152.00	1,824.00
Tract 20660	Planter: 11,912 sq. ft.	$ 112.00	$ 1,344.00
Tract 20859	Planter: 33,630 sq. ft.	$ 317.00	$ 3,804.00
Tract 21113	Planter: 10,500 sq. ft.	$ 99.00	$ 1,188.00
	Turf: 1,700 sq. ft.	83.00	996.00
Tract 20715	Planter: 51,250 sq. ft.	$ 483.00	$ 5,796.00
Tract 29038	Planter: 6,243 sq. ft.	$ 59.00	$ 708.00
Zone D Southern Tracts Service Schedule Level 2 Total		$ 13,847.00	$ 166,164.00
Cost per sq. ft., per occurrence Level 2 Zone D- Tracts			$ 0.0099

PROPOSER: Mariposa Landscapes, Inc.
(Company Name)

President 3/28/12
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

Item No. B.4

D. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work, and Routine Irrigat ion Repair, include, but are not limited t o: Exhibits A and C.

1. UNIT PRICES (Includes all labor and materials)

a.	1 gal. shrub/vine/ground cover in place	@	$ 7.00	ea
b.	5 gal. shrub/vine/ground cover in place	@	$ 18.00	ea
c.	5 gal. tree in place (stakes included)	@	$ 30.00	ea
d.	15 gal. tree in place (stakes included)	@	$ 75.00	ea
e.	24" box tree in place (stakes included)	@	$ 250.00	ea
f.	36" box tree in place (stakes included)	@	$ 750.00	ea
g.	Flat of ground cover in place	@	$ 25.00	ea
h.	Fertilizer application	@	$ 0.02	/sq. ft.
i.	Planter bed mulch in place	@	$ 40.00	/cu. yd.
j.	Additional labor	@	$ 30.00	/man hour
k.	Additional irrigation technician	@	$ 45.00	/man hour

2. Irrigation repair parts for routine repairs @ cost plus 15 %.

3. Unit prices for Additi onal Landscape Areas per Exhibi t C, Section 2 s hall be as follows:

   a. Per Schedule II, Section A cost per sq. ft., per occurrence.

   Or

   b. Per Schedule II, Section B as follows:

      1. Per Schedule II, Section B, Service Schedule, Level 1, Optional Service cost per sq. ft., per occurrence.

      2. Per Schedule II, Section C, Service Schedule, Level 2, Optional Service cost per sq. ft., per occurrence.

4. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: Mariposa Landscapes, Inc.
(Company Name)

President — 3/28/12
(AUTHORIZED SIGNATURE AND TITLE) — (DATE)

II. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specif ications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said wor k in accordance with the Specifications, in the t ime and m anner therein prescribed, for the unit cost and lump sum amounts set forth in the propos al and as listed as follows. T he undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, (Schedule II) A. "Bid Schedule"):

One hundred fifty-five thousand seven hundred eighty four and 0/100 Dollars
(Dollar Amount in Words)

$ 155,784.00
(Dollar Amount in Figures)

Date: 3/28/12

Proposer: Mariposa Landscapes, Inc.
(Company Name)

By: [signature]
(Signature)

Title: President

State License Number and Classification: 592268 C-27,A,C61/D49

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF California

PRESIDENT [signature]

(Corporate Seal)

SECRET ARY [signature]

III. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is a cashier's che ck, a certified check, or a Proposal Surety Bond for 10 %, payable to the Moreno Valley Community Services District, which is deemed to consti tute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail t o execute the Contract and furnish satisfactory bonds under the co nditions and within the time s pecified in this prop osal, otherwise said cash, cashier's check, certifi ed check or Proposal Surety Bond is to be returned to the undersigned.

Dated 3/28/12

Signature of Proposer

By Terry Noriega

Address of Proposer 15529 Arrow Highway

Irwindale, CA 91706

Telephone Number of Proposer (626) 960-0196

Names and Addresses of Members of the Company:

Terry Noriega, 15529 Arrow Highway, Irwindale, CA 91706

(If a Corporation)

Signature of Proposer

By Terry Noriega

Title President

Business Address 15529 Arrow Highway

Irwindale, CA 91706

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of	California
State License Number and Classification	592268 C-27,A, C61/D49
PRESIDENT	
SECRETARY	
TREASURER	
(Corporate Seal)	

RFP NO. DSG-2/12-13

V. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF)§

(NAME) Terry Noriega, affiant being first duly sworn, deposes and says:

That he or she is President of
(sole owner, partner or other proper title)

Mariposa Landscapes, Inc. the party making the
(Contractor)
foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisc losed person, partnership, company, association, organi zation, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not direc tly or indirectly ind uced or solicited any other bidder to put in a false or s ham bid, and has not di rectly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communic ation, or c onference with any one to fix the bid price of the bidder or any other bidder, or t o fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, direc tly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associatio n, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: Mariposa Landscapes, Inc.

Bidder's Address:
15529 Arrow Highway, Irwindale, CA 91706

Telephone No.: (626) 960-0196

(Signature of Bidder) President (Title)

ALL SIGNATURES MUST BE NOTARIZED

Item No. B.4

Jurat

State of California
County of Los Angeles

On, March 28, 2012, before me, Terry Noriega President – Mariposa Landscapes, Inc., Subscribed and sworn to (or affirmed) before me on this date, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.

(Seal)

R. AUSTIN
COMM. # 1832091
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires JAN. 29, 2013

Signature R. Austin
R. Austin – Notary Public # 1832091

APPENDIX A: PREVAILING WAGE DETERMINATION

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

DETERMINATION: SC-LML-2008-1
ISSUE DATE: February 22, 2008
EXPIRATION DATE OF DETERMINATION: December 31, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

		Employer Payments					Straight-Time		Overtime
LOCALITY:	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2X
Imperial	$8.00	-	-	[a] 0.115	0.17	-	8	[b] 8.285	[b] 12.285
Inyo, Mono and San Bernardino	8.00	-	-	0.30	0.17	-	8	8.47	12.47
Kern	8.00	-	-	[c] 0.16	0.17	-	8	[b] 8.33	[b] 12.33
	10.00	-	-	[d] 0.27	0.46	-	8	[b] 10.73	[b] 15.73
Los Angeles	8.00	0.89	-	[e] 0.115	0.14	-	8	[b] 9.145	[b] 13.145
Orange	8.00	-	-	[f] 0.11	0.11	-	8	[b] 8.22	[b] 12.22
Riverside	8.00	-	-	[g] 0.20	0.16	-	8	[b] 8.36	[b] 12.36
San Diego	8.00	-	-	0.22	0.115	-	8	8.335	12.335
	8.00	-	-	0.24	0.12	-	8	8.36	12.36
San Luis Obispo	8.00	-	-	[h] 0.15	0.15	-	8	8.30	12.30
	8.00	-	-	[i] 0.16	0.16	-	8	8.32	12.32
Santa Barbara	8.00	-	-	[j] 0.12	0.12	-	8	[b] 8.24	[b] 12.24
	8.00	-	-	[k] 0.13	0.13	-	8	[b] 8.26	[b] 12.26
Ventura	8.00	-	-	0.115	0.16	-	8	8.275	12.275
	8.00	2.97	-	[l] 0.19	0.26	-	8	[b] 11.42	[b] 15.42

Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

* $0.22 after 3 years of service.
[b] Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
[c] $0.31 after 2 years of service.
[d] $0.54 after 2 years of service: $0.81 after 3 years of service.
[e] $0.24 after 3 years of service: $0.37 after 7 years of service.
[f] $0.22 after 4 years of service.
[g] $0.40 after 3 years of service.
[h] $0.23 after 2 years of service.
[i] $0.27 after 2 years of service.
[j] $0.38 after 3 years of service.
[k] $0.29 after 2 years of service.
[l] $0.31 after 2 years of service.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Travel and subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

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APPENDIX B: MONTHLY LANDSCAPE SERVICES REPORT FORM

PROJECT NO._____

MONTHLY LANDSCAPE SERVICES REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT

MONTH OF _____, 20___

MAINTENANCE • DATE(S) • AREA • SERVICE TYPE: MOW/EDGE TRIM/PRUNE-WEED LITTER-IRRIGATION ETC.	FERTILIZER • DATE(S) • AREA • PRODUCT/ANALYSIS • AMOUNT/AREA • CROP	PESTICIDES • DATE(S) • PRODUCT USED • AMOUNT USED • AREA • TARGET PEST	COMPLAINTS • DATE(S) RECEIVED • AREA/LOCATION • COMPLAINT/ACTION • DATE CORRECTED • CORRECTIVE ACTION	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED • CORRECTIVE ACTION
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

APPENDIX B: WEEKLY IRRIGATION REPORT FORM

WEEKLY IRRIGATION REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT

CONTROLLER NO. _____

FOR MONTH OF _____, 20___

STATION NO. _____

PROJECT NO._____

	DATE(S) CHECKED	PROBLEM(S) IDENTIFIED	CORRECTIVE ACTIONS • DATE CORRECTED • CORRECTIVE ACTION DETAILS	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

APPENDIX C: GREENWASTE REPORT FORM

MORENO VALLEY COMMUNITY SERVICES DISTRICT
-MONTHLY GREENWASTE REPORT-
FOR

MONTH:_____ YEAR:_____

1. Source of greenwaste (Project No./Location):_____

   _____

2. Amount of greenwaste generated from above source (by weight):
   _____LBS. –or- TONS.

3. Name, address, and phone number of recycle accepting greenwaste:
   - Company Name:_____
   - Address: _____

     _____
   - Phone Number: (_____)_____

4. Amount of greenwaste-source products (mulch, compost, top dressing, and soil amendments, etc.) furnished to Project (by weight):

   _____ LBS. -or- TONS.

5. Name, address, and phone number of recycle supplying greenwaste-source products to Project (if different from No. 3 above):

   _____

   _____

   _____

6. Number of times turf mowed this month:_____

7. Number of times turf mowed without clippings caught:_____

CONTRACTOR:_____

ADDRESS:_____

PHONE:_(_____)_____

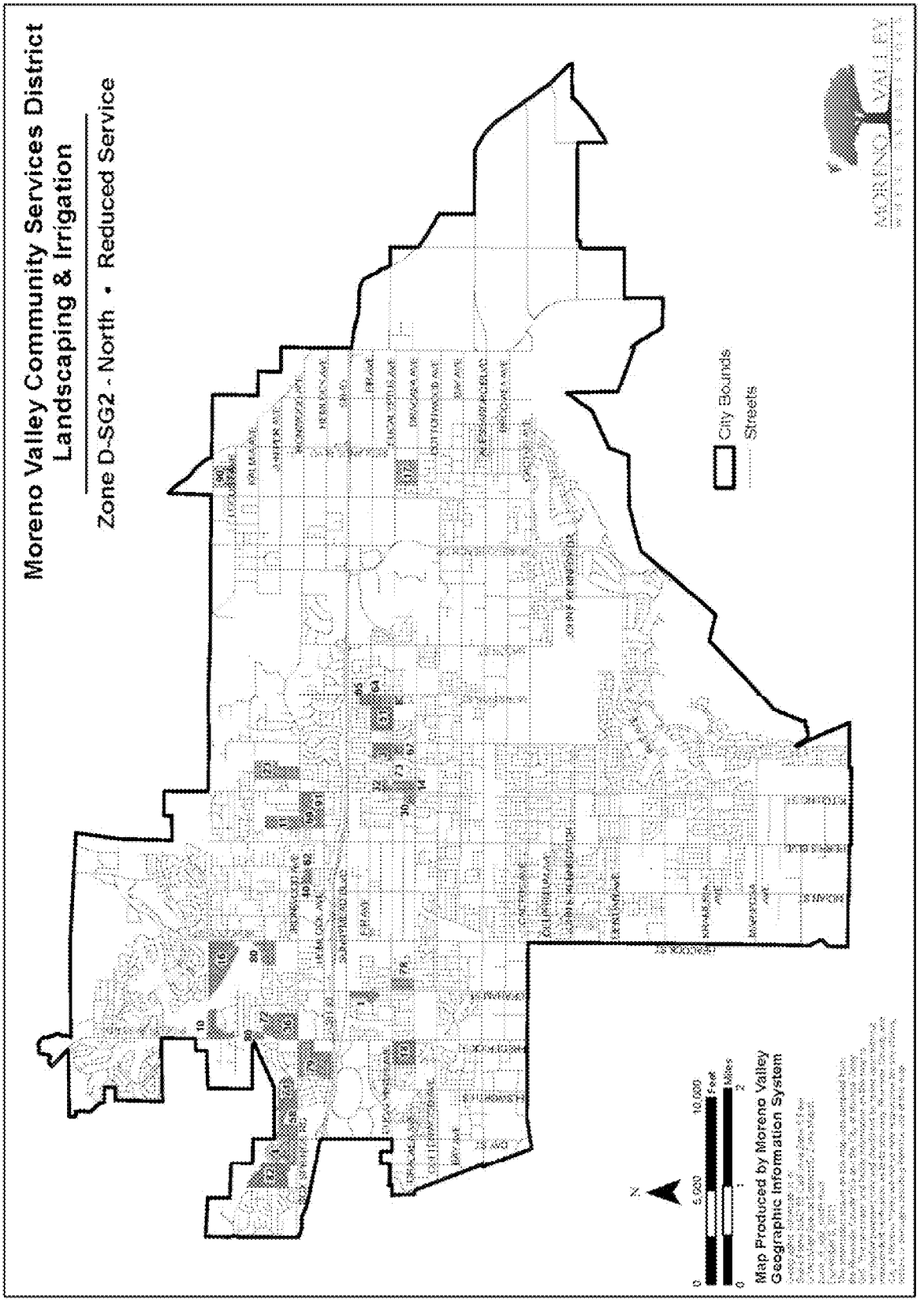
Moreno Valley Community Services District
Landscaping & Irrigation
Zone D-SG2 - North • Reduced Service
City Bounds
Streets
MORENO VALLEY
Map Produced by Moreno Valley
Geographic Information System

Moreno Valley Community Services District
Landscaping & Irrigation

Zone D-SG2 - North • Reduced Service

MAP ID	Tract Number	Area (Sq. Ft.)
1	TR 11848	9,066
3	TR 16768	16,281
4	TR 17176	21,097
10	TR 20030	11,200
11	TR 20072	23,550
14	TR 17033	9,990
16	TR 18512/21322	59,940
17	TR 24721	6,882
18	TR 18930	36,849
23	TR 19208	17,680
30	TR 19500	3,636
32	TR 19799	17,652
36	TR 19551	36,364
40	TR 19862	8,805
51	TR 20526	16,500
58	TR 21332	19,440
62	TR 21737	3,920
64	TR 22276	11,690
66	TR 22277	20,486
67	TR 23046	16,000
69	TR 26882	20,963
71	TR 21333	54,500
72	TR 22093	8,873
73	TR 22371	17,844
78	TR 10191/18468	10,871
79	TR 13576/19080/19081	20,291
80	TR 19032	9,132
82	TR 20272	51,216
83	TR 31591	16,445
86	TR 31257	26,686
90	TR 17334	37,680
91	TR 18784/20906	30,432

Total Area, Service Area D-SG2 - North: *659,580 sq ft*

Total Acreage, Service Area D-SG2 - North: *15.14*

Print Date: December 6, 2011

MV00205447

Moreno Valley Community Services District
Landscaping & Irrigation

Zone D-SG2 - North • Reduced Service

MAP ID	Tract Number	Area (Sq. Ft.)
1	TR 11848	9,066
3	TR 16768	16,281
4	TR 17176	21,097
10	TR 20030	11,200
11	TR 20072	23,550
14	TR 17033	9,990
16	TR 18512/21322	59,940
17	TR 24721	6,882
18	TR 18930	36,849
23	TR 19208	17,680
30	TR 19500	3,636
32	TR 19799	17,652
36	TR 19551	36,364
40	TR 19862	8,805
51	TR 20526	16,500
58	TR 21332	19,440
62	TR 21737	3,920
64	TR 22276	11,690
66	TR 22277	20,486
67	TR 23046	16,000
69	TR 26882	20,963
71	TR 21333	54,500
72	TR 22093	8,873
73	TR 22371	17,844
78	TR 10191/18468	10,871
79	TR 13576/19080/19081	20,291
80	TR 19032	9,132
82	TR 20272	51,216
83	TR 31591	16,445
86	TR 31257	26,686
90	TR 17334	37,680
91	TR 18784/20906	30,432

Total Area, Service Area D-SG2 - North: ***659,580 sq ft***

Total Acreage, Service Area D-SG2 - North: ***15.14***

Print Date: December 6, 2011

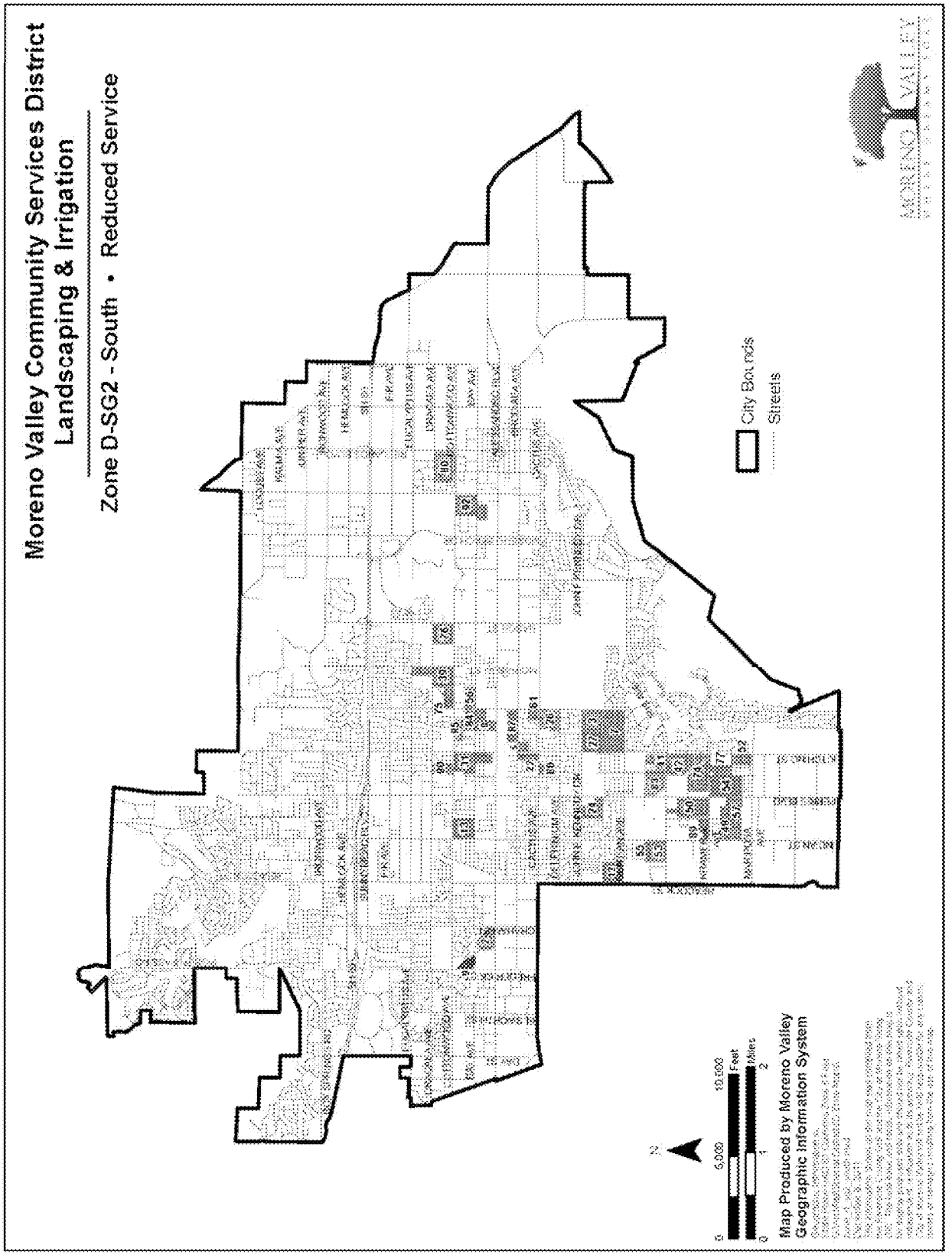
Moreno Valley Community Services District
Landscaping & Irrigation
Zone D-SG2 - South • Reduced Service
City Boundaries
Streets
MORENO VALLEY
Map Produced by Moreno Valley
Geographic Information System

Moreno Valley Community Services District
Landscaping & Irrigation

Zone D-SG2 - South • Reduced Service

MAP ID	Tract Number	Area (Sq. Ft.)
2	TR 15387	9,049
3	TR 12773	13,806
5	TR 17387	4,364
7	TR 19685	62,530
8	TR 19518/18372	12,634
9	TR 19957	6,810
12	TR 20552	19,458
13	TR 20032	14,076
22	TR 19143	4,864
24	TR 19210	9,270
26	TR 19383	13,320
27	TR 19434	13,242
31	TR 19509	18,326
39	TR 19852	28,800
41	TR 19912	11,750
42	TR 19937	20,890
49	TR 20301	7,200
50	TR 20404	36,138
52	TR 20660	11,912
53	TR 20718	23,004
54	TR 20859	33,630
55	TR 20869	2,100
56	TR 20941	9,800
57	TR 21113	13,200
61	TR 21616	23,528
74	TR 20715	51,250
75	TR 27526	16,373
76	TR 30027	45,833
77	TR 29038	6,243
80	TR 31269-1	43,723
83	TR 15433	24,161
84	TR 13588	6,600
85	TR 16770	5,830
86	TR 17457	3,444
87	TR 17867	13,778
89	TR 22889	16,438
90	TR 32018	11,306
92	TR 31284	28,321

Total Area, Service Area D-SG2 - South: *729,053 sq ft*

Total Acreage, Service Area D-SG2 - South: *16.74*

Print Date: December 6, 2011

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MV00205451

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: SECOND EXTENSION OF THE AGREEMENT – PROJECT NO. E-1/11 TOWNGATE MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

RECOMMENDED ACTION

Recommendations:

1. Approve the Second Extension of the Agreement ("Second Extension Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-1/11, with Marina Landscape, Inc. 1900 S. Lewis Street, Anaheim, CA 92805 for E-1 (Towngate) and E-1A (Renaissance Park) areas.

2. Authorize the City Manager to execute the Second Extension Agreement for E-1/11 with Marina Landscape, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Marina Landscape, Inc. in the not-to-exceed (NTE) amount of $68,800.08 ($59,322.96 for Zone E-1 and $9,477.12 for Zone E-1A) for base services and $15,750.00 ($13,500.00 for Zone E-1 and $2,250.00 for Zone E-1A) for additional work services.

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include:

Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services.

Zone E (extensive landscape maintenance), provides landscape maintenance services at full (standard) or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), E-15 (Celebration), and E-16 (Shadow Mountain).

Zone M (Commercial, Industrial, and/or Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide, and

Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors that perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement (Agreement). In accordance with the terms of the Agreement, annual extensions of the Agreement (Extension Agreement) may be entered into up to no more than 4 extensions of the original Agreement, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the CSD (District) and Contractor, at the base rate as provided in the Agreement, plus an additional amount for extra or unanticipated work (additional work amount) that may be performed during the term of the Agreement plus any applicable Extension Agreement.

The Agreement or Extension Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. “Base services” include: mowing, edging and trimming of turf grass areas, pruning and trimming of shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes

and groundcovers, and pesticide applications. Base services are performed on a scheduled rotation basis. "Additional work services" include, but are not necessarily limited to, additional labor and material costs for irrigation repairs, plant material replacement, fertilizer applications and the addition of added square footage of landscaped areas to be added to a Zone's service area at the unit prices for additional work as specified in the Agreement.

DISCUSSION

On February 2, 2011, the Special Districts Division of the Financial and Management Services Department (formerly the Public Works Department) received valid proposals from seven (7) landscape maintenance firms in response to a Request for Proposal (RFP) to provide standard maintenance of the landscaped parkways, medians and the irrigation system associated with Zones E-1 and E-1A. On June 14, 2011, upon an evaluation of the proposals and staff's recommendation, the City Council, acting in its capacity as the Board of Directors of the Moreno Valley CSD awarded the contract for landscape maintenance of Zone E-1 and Zone E-1A parkways and medians to Marina Landscape, Inc., Anaheim, California (the "Contractor"). The amount of the Agreement for the initial twelve-month term was $107,697.48 for standard service level landscape maintenance for Zone E-1 and reduced service level landscape maintenance for Zone E-1A ($88,429.68 for Zone E-1 base, $9,477.12 for E-1A base, $8,000.00 for E-1 additional work and $1,790.68 for E-1A additional work).

In June of 2011, as part of a Proposition 218 mail ballot process, Zone E-1 property owners did not approve an increase in their Zone E-1 charge to cover increased costs, which would allow for the continuation of providing standard service level landscape maintenance to Zone E-1. On October 1, 2011, the landscape maintenance service level for the Zone E-1 service area was adjusted from the standard service level to the reduced service level, based on available funding. This change in service level reduced the base cost of Zone E-1 from $88,420.68 to $66,597.39 (3 months at $22,107.42 for standard service level and 9 months at $44,492.22 for reduced service level) for FY 2011/12, for nine months of savings. The overall cost of the Agreement, reduced from $107,697.48 to $85,867.44 ($66,599.64 for Zone E-1 base, $9,477.12 for E-1A base, $8,000.00 for E-1 additional work, and $1,790.68 for E-1A additional work) a decrease of $21,830.04.

Beginning in FY 2012/13, the Agreement for landscape maintenance services for Zone E-1 and Zone E-1A had a combined base amount of $68,800.08 ($59,322.96 for Zone E-1 for reduced service level and $9,477.12 for Zone E-1A for reduced service level landscape maintenance) along with an approved additional work amount of $6,900.00 ($5,900.00 in Zone E-1 and $1,000.00 in Zone E-1A), for a total cost of $75,700.08.

The service levels provided are consistent with the terms of the CSD Zone E General Service Level Guidelines, as listed the CSD Zone E Service Plan Policy, (adopted by the CSD Board on September 25, 2007, as amended on April 26, 2011). The Contractor has consistently provided satisfactory service in accordance with the terms of the Agreement and First Extension Agreement, and has agreed to extend the

Agreement based upon the same terms in accordance with the reduced service level for Zone E-1 and Zone E-1A.

Approval of the Extension Agreement for Fiscal Year 2013/14

Approval of the Agreement as extended for FY 2013/14 is being recommended for authorization in the NTE amount of $84,550.08 ($59,322.96 for Zone E-1 base maintenance services, $9,477.12 for Zone E-1A base maintenance services, $13,500.00 for Zone E-1 additional work, and $2,250.00 for Zone E-1A additional work). This is the second of four possible extensions allowed per the terms of the Agreement.

Authority for City Manager Approval of Extension Agreements for the Balance of Available Extensions to the Agreement

Pursuant to City Council Resolution No. 2008-115, the City Council shall provide approval of procurements greater than $100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the E-1/11 Agreement, as may be allowed per the terms of the Agreement. Potential extensions are those extensions which may be allowed, contingent upon satisfactory service by the Contractor and concurrence by the City and Contractor to enter into an extension of the Agreement, or the Agreement as Amended.

E-1/11						
	FY 2011/12 Original Agreement as Amended[1]	FY 2012/13 First Extension[2]	FY 2013/14 Proposed Second Extension	FY 2014/15 Potential Third Extension[3]	FY 2015/16 Potential Fourth Extension[3]	Cumulative Total
Base	$ 76,076.76	$ 68,800.08	$ 68,800.08	$ 68,800.08	$ 68,800.08	$351,277.08
Additional Work	$ 9,790.68	$ 6,900.00	$ 15,750.00	$ 15,750.00	$ 15,750.00	$ 63,940.68
Total	$ 85,867.44	$ 75,700.08	$ 84,550.08	$ 84,550.08	$ 84,550.08	$415,217.76

[1] In FY 2011/12, the base amount of the Agreement for E-1 was reduced from the full service level to the reduced service starting October 1, 2011. This adjusted the base amount of the Agreement from $107,697.48 to $85,865.19, a decrease of $21,832.29.

[2] Extensions beyond 2013/14 are anticipated, based upon presently known information and may change in the future for reasons including, but not limited to adding additional service area, removing existing service area, and emergency work.

Staff is requesting the City Council authorize the City Manager to approve extensions and any necessary amendments, as well as associated purchase orders (P.O.) for all remaining extensions available, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. Such extensions and amendments shall only be

entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council (CSD Board) and demonstration by the Contractor of having provided satisfactory performance of the services, per the terms of the Agreement in the prior year(s), and both the City and the Contractor mutually agreeing to extend the Agreement.

ALTERNATIVES

1. Approve the Second Extension Agreement for E-1/11 with Marina Landscape, Inc., in the form attached hereto to provide for the continuation of landscape maintenance services; authorize the City Manager to execute said Second Extension Agreement for E-1/11 with Marina Landscape, Inc.; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $84,550.08 ($59,322.96 for Zone E-1 base services, $9,477.12 for Zone E-1A base services, $13,500.00 for Zone E-1 additional work services, and $2,250.00 for Zone E-1A for additional work services); and authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement and authorize the associated P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will ensure uninterrupted landscape maintenance and irrigation services be provided to the parkways and medians associated with the Zones E-1 (Towngate) and E-1A (Renaissance Park).*

2. Do not approve the Second Extension Agreement for E-1/11 with Marina Landscape, Inc., in the form attached hereto to provide for the continuation of landscape maintenance services; nor authorize the City Manager to execute said Second Extension Agreement for E-1/11 with Marina Landscape, Inc.; nor authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $84,550.08 ($59,322.96 for Zone E-1 base services, $9,477.12 for Zone E-1A base services, $13,500.00 for Zone E-1 additional work services, and $2,250.00 for Zone E-1A for additional work services); and do not authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, nor authorize subsequent P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative, there will be an interruption in landscape maintenance and irrigation services provided to the parkways and medians associated with the Zones E-1 (Towngate) and E-1A (Renaissance Park) landscaped areas, which will prevent necessary landscape maintenance services from being performed.*

FISCAL IMPACT

Administration and maintenance of Zone E is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills. Revenue from the parcel charges collected for Zone E-1 and E-1A may only be used for landscape maintenances services associated with the parkways and medians in Zones E-1 and E-1A. **The costs for these maintenance services have been budgeted, respectively, for each of these Zones for the coming fiscal year**. **These actions will not impact the City's General Fund.**

The following table represents the base and additional work costs for FY 2013/14 associated with the E-1/11 Second Extension Agreement for Zones E-1 and E-1A.

Service Area (Zone)	Contractor	GL Account	2013/14 Base Agreement Amount	2013/14 Additional Work Agreement Amount	2013/14 Total Agreement Amount
E-1	Marina Landscape, Inc.	5013-30-79-25706-620910	$ 59,322.96	$ 13,500.00	$ 72,822.96
E-1A	Marina Landscape, Inc.	5013-30-79-25707-620910	$ 9,477.12	$ 2,250.00	$ 11,727.12
		Total	$ 68,800.08	$ 15,750.00	$ 84,550.08

CITY COUNCIL GOALS

Community Image and Positive Environment:

City Council in their capacity as the CSD Board will allow for the continued promotion of community image, as well as neighborhood pride and cleanliness, through continued maintenance of parkways and medians of CSD maintained landscaped areas by approval of this item.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1: Second Extension Agreement for E-1/11 for FY 2013/14

Attachment 2: Extension to the Agreement (First Extension Agreement) for E-1/11 for FY 2012/13

Attachment 3: Agreement for E-1/11 for FY 2011/12

Attachment 4: Site Map – Zone E-1 Towngate

Attachment 5: Site Map – Zone E-1A Renaissance Park

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00205459

SECOND EXTENSION AGREEMENT
PROJECT NO. E-1/11 – TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **Marina Landscape, Inc.** (hereafter, "Contractor").

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated July 7, 2011, referencing Project No. E-1/11 for the maintenance of the District's parkway and median landscaping, and irrigation systems associated with Project No. E-1/11 – Towngate, which include Zones E-1 and E-1A; and,

WHEREAS, written notification was provided to the Contractor that effective October 1, 2011, the service levels and contract costs for maintenance would be adjusted from the standard service level to the reduced service level for Zone E-1 landscape parkways and medians, which also includes the E-1 landscape Day St. medians, with no change in the reduced service level for Zone E-1A landscaped parkways and medians; and,

WHEREAS the change in the service level, in accordance with Exhibit E., 9., II, A., of the Agreement, provides the monthly and annual costs for reduced service levels, which total $59,322.96 annually for Zone E-1 and $9,477.12 annually for Zone E-1A; and,

WHEREAS, landscape maintenance services provided during the initial term of the Agreement were sufficiently performed, and both District and Contractor mutually agreed to enter into an extension of the Agreement (First Extension Agreement), for the term of July 1, 2012 to June 30, 2013; and,

WHEREAS, landscape maintenance services as provided under the First Extension Agreement are being sufficiently performed; and,

WHEREAS, pursuant to the terms of the Agreement, both parties wish to further extend the Agreement (Second Extension Agreement); and,

WHEREAS, the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The Second Extension Agreement period shall commence on **July 1, 2013** and shall terminate on **June 30, 2014.**

2. In accordance with Exhibit D., 1., B., of the Agreement, this Second Extension Agreement shall be considered the second of four possible extensions of the Agreement.

3. For the period of this Second Extension Agreement and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for work (labor, materials, supplies, equipment, etc.) performed under this Second Extension Agreement for maintenance of the parkway and median areas of Zones E-1 and E-1A consistent with the payment terms (Exhibit C) of the Agreement in the total amount of **FIVE THOUSAND SEVEN HUNDRED THIRTY-THREE AND 34/100 DOLLARS ($5,733.34)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **SIXTY-EIGHT THOUSAND EIGHT HUNDRED AND 08/100 DOLLARS ($68,800.08).**

4. Notwithstanding, Exhibit E., 9., B., 3., A. and B., on page 85 of the Agreement, the unit cost set forth in the Additional Work Price List for additional reduced service landscape areas added to the project during the period of this Second Extension Agreement shall be as follows:

    a. Additional parkway areas, planters (trees up to 18-feet height, shrubs, ground cover included, as applicable). **$0.01/sq.ft./mo**.

    b. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included as applicable). **$0.12/sq.ft./mo.**

5. Notwithstanding Exhibit C., 2., E., of the Agreement, for the period of this Second Extension Agreement and except as specifically approved by subsequent action of the CSD Board or the City Manager, as directed by the CSD Board, the Director (Chief Financial Officer/City Treasurer or their designated appointee) may not authorize additional work pursuant to this Second Extension Agreement or the original Agreement in excess of the cumulative total of **FIFTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND 00/100 ($15,750.00).** This additional work amount would allocate thirteen thousand five hundred and 00/100 dollars ($13,500.00) for additional work in Zone E-1 and two thousand two hundred fifty and 00/100 dollars ($2,250.00) in Zone E-1A.

6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor: Marina Landscape, Inc
By: _____	By: _____
Title: City Manager, Acting in the capacity of District Manager to the Moreno Valley Community Services District	Title: (President or Vice President)
Date: _____	Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary

Date: _____
Affix Corporate Seal Below

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MV00205463

EXTENSION AGREEMENT
PROJECT NO. E-1/11 – TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **Marina Landscape, Inc.** (hereafter, "Contractor")

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated July 7, 2011, referencing Project No. E-1/11 for the maintenance of the District's parkway and median landscaping and irrigation systems associated with Project No. E-1/11 – Towngate.

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement.

WHEREAS, the Extension of the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2012** and shall terminate on **June 30, 2013.**

2. In accordance with Exhibit D, Section 1b of the Agreement, this Extension shall be considered the first of four possible extensions of the Agreement.

3. For the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension for maintenance of the parkway and median areas consistent with the terms of the Agreement in the total amount of **FIVE THOUSAND SEVEN HUNDRED THIRTY-THREE AND 34/100 DOLLARS ($5,733.34)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **SIXTY-EIGHT THOUSAND EIGHT HUNDRED AND 08/100 DOLLARS ($68,800.08).**

4. Notwithstanding, Exhibit E, Section B; 3. A and B on page 85 of the Agreement, the unit cost set forth in the Additional Work Price List, Section B, for any landscape areas added to the project during the period of this Extension shall be as follows:

    a. Additional parkway areas, planters (trees up to 18-feet height, shrubs, ground cover included, as applicable). **$0.01/sq.ft./mo**.

    b. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included as applicable). **$0.12/sq.ft./mo.**

5. Notwithstanding Exhibit C., Numeral 2, Letter e of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the City Council, the Director (the Public Works Director/City Engineer or his designated appointee) may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **SIX THOUSAND NINE HUNDRED AND 00/100 ($6,900.00).**

6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

EXTENSION AGREEME
PROJECT NO. E1/11 TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley
Community Services District

By: Michelle Dawson
Title: City Manager, Acting in the capacity of District Manager to the Moreno Valley Community Services District
for

Date: 6/27/12

Contractor: Marina Landscape, Inc

By:
Title: (President or Vice President)

Date: 4/19/12

By:
Title: Corporate Secretary or Assistant Secretary

Date: 4/19/12
Affix Corporate Seal Below

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

Suzanne Bryant
Deputy City Attorney

6-25-12
Date

RECOMMENDED FOR APPROVAL:

Department Head

6/26/12
Date

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MV00205467

INDEPENDENT CONTRACTOR AGREEMENT
R.F.P. NO. E-1/11
PROJECT NO. E-1/11

TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name	Marina Landscape, Inc.
Street Address	
Street Address	1900 S. Lewis Street
City, State, Zip	Anaheim, CA 92805-6621
Mailing Address	
(If same as Street Address,	Same as above
write same or same as above)	
Business Phone (with area code)	(714) 939-6600
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	
Fax Number	(714) 935-1199
Email Address	
Social Security Number	
Business License Number	
Federal Tax ID Number	95-3760820
Contractor's License Number & Classification	492862 A, B, C27 and C36

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contract Starting Date is July 1, 2011 and the Contract Ending Date is June 30, 2012. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

A. Control of Work. Except for compliance with specifications and performance standards provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Contract.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), and the City of Riverside (Riverside), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, RDA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, RDA, District, and Riverside against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Contract

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.
By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City's Risk Manager prior to

the execution of this Contract. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District, and the City of Riverside, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District, and/or the City of Riverside, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the City of amendment or cancellation , except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.

J. Termination.

1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.

2. The District may terminate this Contract without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to

services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor: 1900 S. Lewis Street, Anaheim, CA 92805-6621
[Mailing Address (Post Office Box, if applicable]
(714) 939-6600
[Telephone number]
(714) 935-1199
[Fax number]
[Email address]

With a copy to:
[Attorney for Contractor, if applicable]
[Street Address]
[Post Office Box, if applicable]
[City, State, Zip]

[Telephone number]

[Fax number]

[Email address]

To CSD: MORENO VALLEY COMMUNITY SERVICES DISTRICT
Public Works Department
Special Districts Division
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto, Senior Landscape Services Inspector
Telephone number: 951. 413-3480
Fax Number: 951. 413-3498

With a copy to: City Attorney's Office [if applicable]
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951. 413-3036
Fax number: 951. 413-3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor
By:	By:
Title: Mayor, acting in the capacity of President of the Board of Directors of the Moreno Valley Community Services District	Title: (President or Vice President) (Partner) (Joint Venturer) (Owner)
Date:	Date: 4/4/11

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

Deputy City Attorney

10 JULY 2011

Date

RECOMMENDED FOR APPROVAL:

Department Head

7/7/11

Date

By:

Title: Corporate Secretary or Assistant Secretary *(If applicable)*

Date: 4/4/11

Affix Corporate Seal Below
(If applicable)

Attachments

Map for Site: TOWNGATE

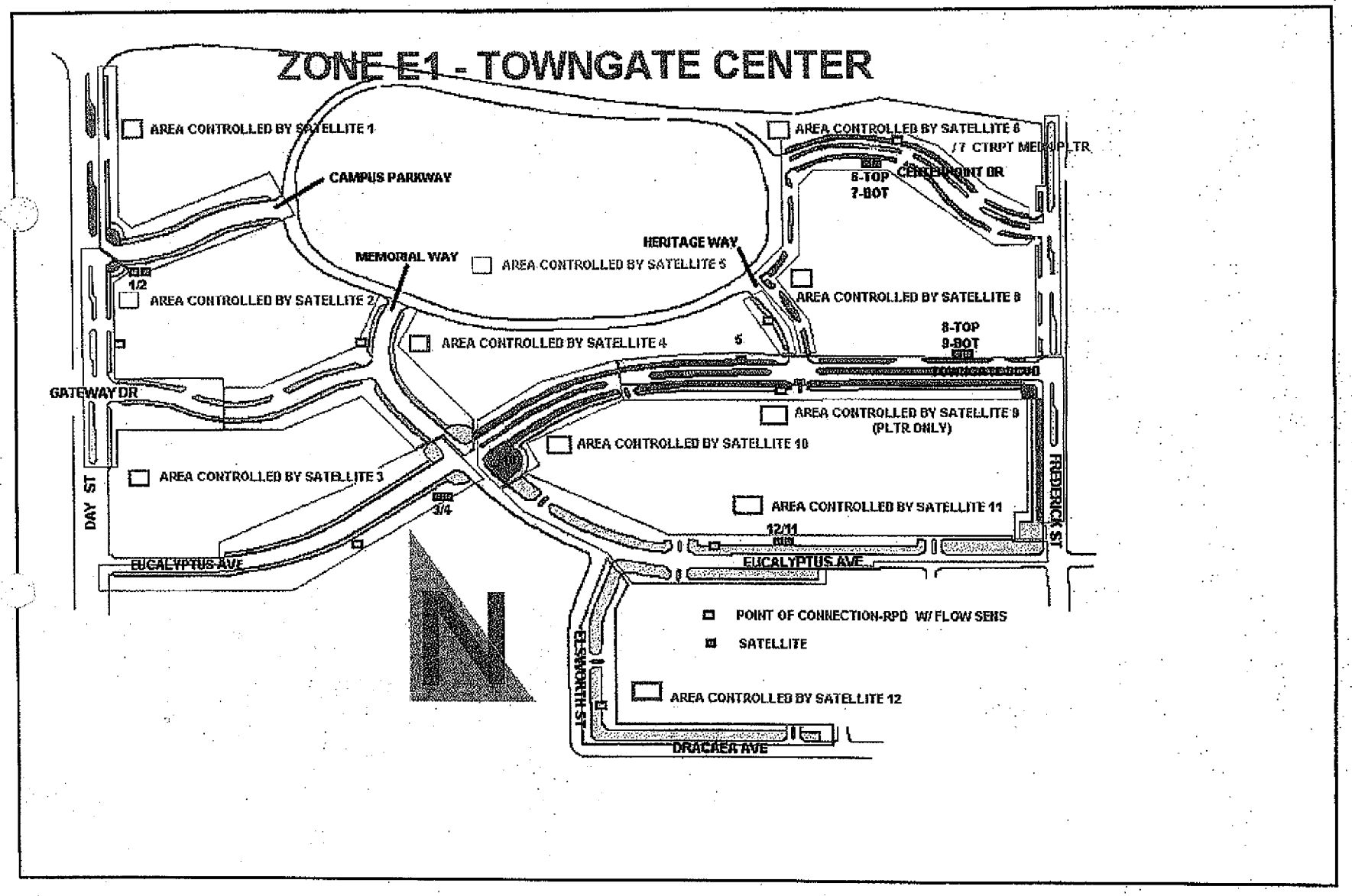

Printing time: Tuesday, July 11, 2006 09:31:36 AM

Item No. B.5

MV00205475

EXHIBIT A
R.F.P. NO. E-1/11
PROJECT NO. E-1/11

TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. SCOPE OF WORK

A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 23, Project Location Map.

B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf and shrub areas designated hereunder; regularly maintain and prune trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his//her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.

E. All work shall be performed in accordance with the Technical Provisions for Full Service or Reduced Service. Determination of the level of service shall be made per written direction by the City. Service levels may be converted from Full to Reduced or from Reduced to Full with 30 days advance written notice by the City.

2. SCHEDULING OF WORK

A. The Contractor shall adhere to the facilities, equipment and staffing schedule, and monthly and annual work schedules submitted as a part of the Contractor's bid, and incorporated herein by this reference. These schedules, and any approved revisions thereto, shall be used by the District as a basis for determining Contractor's satisfactory performance.

B. Revisions to facilities, equipment, staffing, or monthly and annual work schedules shall not be implemented without the prior written approval of the Director. The Contractor shall submit proposed revisions to equipment and staffing, or monthly and annual work

schedules in writing to the District at the address as set forth in Exhibit A, Section 3, paragraph N. of the Contract at least ten (10) working days prior to commencing work per the proposed revisions.

C. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations, which shall include, but are not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

F. When inclement weather renders performance per approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor shall adjust his work force in order to accomplish those work items not affected by weather, and shall contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-performance penalties per Exhibit C, Section 4.

G. For the purposes of this Contract, "Working Days" shall be Mondays through Thursdays, excluding holidays as provided herein. The hours of maintenance service shall be from 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November

Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

3. FUNCTIONS AND RESPONSIBILITIES

A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Appendix B, Monthly Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

C. The Contractor shall perform at least one maintenance inspection weekly during daylight hours of all sites. Such inspection shall be both visual and operational, including but not limited to, operation of all automatic irrigation systems to check for proper condition, and reliability. Additionally, the Director may require the Contractor to attend meetings with the District field staff at some fixed interval to review the Contractor's operations, and schedule such future work as may be ordered by the Director. Failure to conduct said weekly inspections or attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in the Contractor's company name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph E. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone, two-way radio, or pager. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency

calls by the answering service. The above provision for Contractor's communication with the District is the minimum acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at **any** time:

1. City Manager
2. Director of Public Works
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Street Maintenance Supervisor
7. Senior Landscape Services Inspector
8. Landscape Services Inspector

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. CONTRACTOR'S STAFF

A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.

C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.

D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements..

Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to

comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations..

6. COMPLAINTS

A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.

B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above.

C. In addition to the provisions of Section 6., paragraph A. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish,

erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2010 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Exhibit A, Section 3, paragraph J of the Contract Agreement.

8. USE OF CHEMICALS

A. Before the beginning of the Contract period, the Contractor shall submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS).of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.

B. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.

D. Contractor shall report all fertilizers and pesticides used in performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3, paragraph B above. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the City that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.

B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars ($25.00) per calendar day (or portion thereof) for each worker employed in

connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

A. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

B. Repairs made to sites and site appurtenances that are damaged as a result of Acts of Nature, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Driver, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL PROVISIONS – FULL SERVICE LANDSCAPE

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed weekly-on no more than two (2) consecutive days as weather and site conditions permit. Any prolonged deviation from this schedule shall require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Provisions Full Service Fertilization, Section 18.

13. Pest control: See Technical Provisions - Full Service Pesticide Use, Section 19.

14. Aeration:

(a) All turf areas shall be aerated three (3) times annually;

(b) Aeration shall be done in the spring, mid-summer, and fall, or as directed by District field staff;

(c) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

(d) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

(e) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

(f) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions – Full Service Fertilization, Section 18.

15. Renovation/thatching operations are to be considered Additional Work, per Exhibit C., Section 2.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Any tree shall be pruned at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Trees up to eighteen feet (18') in height shall:

   (a) Be pruned to enable successful adaptation to their particular site situation;

   (b) Have no more than one-third (1/3) of living branches removed annually;

   (c) Be fertilized only as directed by District field staff.

6. Trees over eighteen feet (18') in height shall:

   (a) Be inspected annually;

(b) Pruned and/or trimmed as necessary to maintain proper site orientation;

(c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

(d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall not be allowed:

(a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

(c) Use of pruning paint/pruning compound/wound dressing;

(d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Provisions – Full Service Pesticide Use, Section 19.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Any shrub shall be pruned and/or trimmed at any time in order to:

(a) Remove dead, diseased, or damaged branches;

(b) Remove unwanted encroachments into public and/or utility rights-of-way;

(c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned:

(a) To enable successful adaptation to their particular site situation;

(b) Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

(c) As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Pruning tools shall:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices shall not be allowed:

(a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") <u>will be done only when authorized by the Director on a site-specific basis</u>.

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

(c) Use of pruning paint/pruning compound/wound dressing.

8. Fertilization: See <u>Technical Provisions - Full Service Fertilization</u>, Section 18.

9. Pest control: See <u>Technical Provisions – Full Service Pesticide Use</u>, Section 19.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed at any time in order to:

(a) Remove dead, diseased, or damaged branches/crowns;

(b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

(c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

(a) To enable successful adaptation to their particular site situation;

(b) In accordance with accepted practices for the particular species in question;

(c) As often as is necessary to accomplish the results intended in paragraphs (a) and (b) above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Pruning tools shall:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Provisions - Full Service Fertilization, Section 18.

8. Pest control: See Technical Provisions – Full Service Pesticide Use, Section 19.

E. WEED CONTROL

1. All weeds shall be continuously controlled at all sites.

2. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

3. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.

4. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

5. Chemical weed control: See Technical Provisions – Full Service Pesticide Use, Section 19.

6. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. All landscape sites shall at all times receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3.- Functions and Responsibilities. Said maintenance shall include, but not be limited to: visual and operational inspections one (1) time per week; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

3. For the purposes of these Special Provisions, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

   (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than one (1) time per week;

   (b) Be turned off during periods of rainfall, or as directed by District field staff;

   (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

   (a) Be operated only when Contractor's personnel are present on site;

   (b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;

   (c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

2. Contractor shall make a minimum of one (1) visitation per week of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walks the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of this condition.

3. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

4. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2.

5. The Contractor shall dispose of all debris and litter, as described in paragraphs 1 and 2 above, off-site, and in a legal manner.

6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

7. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in performance of contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of contract's Scope of Work at a landscape material

recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

18. TECHNICAL PROVISIONS – FULL SERVICE FERTILIZATION

A. TURF FERTILIZATION

1. Per Technical Provisions – Full Service Landscape Section 17, a humus base fertilizer shall be applied to turf areas immediately following spring and fall aeration operations. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Humus base fertilizers to be applied by drop spreader only.

3. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

6. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

			Rates per 1,000 sq. ft.	
Month	Number of Apps	Type of Fertilizer	Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification is required to Director five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

19. TECHNICAL PROVISIONS – FULL SERVICE PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.

3. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

4. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require that copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. For pesticide application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice a year, as determined by the Director.

   (b) Appropriate chemical control must be used on the following weeds.

Bermuda Grass

Kikuyu Grass
Nutsedge
Field Bindweed
Spurge

The aforementioned list is inclusive; other species may be added by the Director as necessary

(c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

(a) Snails shall be controlled on a regular basis on the following plant species:

Agapanthus africanus
Aptenia sp.
Gazania sp.
Hemerocallis sp.

(b) Snails shall be controlled on an as needed basis on all other plant material.

(c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

(a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(b) The Director may require that all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(c) The Director may require that all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(d) The Director may require that all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

(a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Insect and Disease Control

(a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

20. TECHNICAL PROVISIONS – REDUCED SERVICE LANDSCAPE

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed **bi-weekly** and completed within no more than two (2) consecutive days, weather and site conditions permitting.

Any prolonged deviation from this schedule shall require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" includes, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in onto any other site.

6. Mowing height for cool season grasses shall not exceed a maximum of three inches (3"), or minimum of two inches (2"), and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed a maximum of one and one-half inches (1½"), or a minimum of three-quarters of an inch (¾"), and shall be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Around tree trunks in turf areas, a six inch (6") ring of grass shall be removed in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.

13. Pest control: See Technical Provisions - Reduced Service Pesticide Use, Section 22.

14. Aeration is considered Additional Work, per Exhibit C., Section 2.

15. Renovation/thatching operations are considered Additional Work, per Exhibit C., Section 2.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Any tree shall be pruned at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Trees up to eighteen feet (18') in height shall:

   (a) Be pruned to enable successful adaptation to their particular site situation;

   (b) Have no more than one-third (1/3) of living branches removed annually;

   (c) Be fertilized only as directed by District field staff.

6. Trees over eighteen feet (18') in height shall:

   (a) Be inspected annually;

   (b) Pruned and/or trimmed as necessary to maintain proper site orientation;

   (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

   (d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall not be allowed:

   (a) Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

(c) Use of pruning paint/pruning compound/wound dressing;

(d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodgepole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Provisions – Reduced Service Pesticide Use, Section 22.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Any shrub shall be pruned and/or trimmed at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned:

   (a) To enable successful adaptation to their particular site situation;

   (b) Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

   (c) As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices shall not be allowed:

   (a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", or "poodling") will be done only when authorized by the Director on a site-specific basis.

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

   (c) Use of pruning paint/pruning compound/wound dressing.

8. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.

9. Pest control: See Technical Provisions – Reduced Service Pesticide Use, Section 22.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed at any time in order to:

   (a) Remove dead, diseased, or damaged branches/crowns;

   (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

   (c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

   (a) To enable successful adaptation to their particular site situation;

   (b) In accordance with accepted practices for the particular species in question;

   (c) As often as is necessary to accomplish the results intended in paragraphs (a) and (b) above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.

8. Pest control: See Technical Provisions - Reduced Service Pesticide Use, Section 22.

E. WEED CONTROL

1. All weeds shall be controlled quarterly at all sites.

2. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

3. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; non-landscaped portions of sites, as determined by the Director.

4. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

5. Chemical weed control: See Technical Provisions – Reduced Service Pesticide Use, Section 22.

6. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. All landscape sites at all times shall receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3 - Functions and Responsibilities. Said maintenance shall include, but not be limited to: visual and operational inspections one (1) time per **month**; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

3. For the purposes of these Special Provisions, routine irrigation repairs are defined

as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: a) normal "wear and tear", and; b) vandalism or theft (which includes acts or omissions by third parties) up to the amount of 11 percent of the Contractor's monthly base price as set forth in Exhibit C., Section 1. Repairs due to vandalism or theft (which includes acts or omissions by third parties) in excess of the above indicated amount may be billed as Additional Work, per Exhibit C., Section 2.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

   (a) Be inspected for, and repaired as necessary to ensure, proper operation, and coverage not less than one (1) time per month;

   (b) Be turned off during periods of rainfall, or as directed by District field staff;

   (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

   (a) Be operated only when Contractor's personnel are present on site;

   (b) Be inspected for, and repaired as necessary to ensure proper operation, and coverage not less than at each time of operation;

   (c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to repair irrigation systems shall be of the same manufacture as those originally installed, unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

2. Contractor shall make a minimum of one (1) visitation per **month** of all sites

covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walkways the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites which, in the opinion of the Director, contain an exceptional amount of litter shall be cleared by Contractor before the close of business the working day following notification of this condition.

3. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

4. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2.

5. The Contractor shall dispose of all debris and litter as described in paragraphs 1 and 2 above off-site, and in a legal manner.

   (a) The Contractor shall notify the Director immediately whenever suspicious and/or waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

   (b) Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this Contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from Contract sites by the Contractor, or any subcontractors thereunder, in performance of Contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of Contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of the Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information

requested and include, on a separate Monthly Greenwaste Report form, any greenwaste generated by any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

21. TECHNICAL PROVISIONS – REDUCED SERVICE FERTILIZATION

A. TURF FERTILIZATION

1. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs
OCT	1	22-5-5*	1.25	5.7 lbs

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See following section on fertilizers.

**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See following sections, below, regarding fertilizers.

2. A humus base fertilizer shall be applied to turf areas immediately following aeration operations.

3. Humus base fertilizers are required to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply the Director with a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

6. Written notification to the Director is required five (5) days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Applications	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
APR	1	23-5-10*	1.5	6.5 lbs

* 23-5-10/BEST® POLY SUPREME or approved equal.

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

3. Contractor shall supply to the Director with a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required five (5) days prior to fertilizer application.

5. Fertilizer application reporting specifications, - See Section 3. – Functions and Responsibilities and Section 8 – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

3. Contractor shall supply a list of all proposed fertilizers to be used in the fulfillment of said contract to the Director, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required five (5) days prior to fertilizer application.

5. Fertilizer application reporting specifications, - See Section 3. – Functions and Responsibilities and Section 8. – Use of Chemicals.

22. TECHNICAL PROVISIONS – REDUCED SERVICE PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.

3. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Contract.

4. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used in the fulfillment of said Contract, per Section 8 – Use of Chemicals. A valid written pesticide use recommendation for each pesticide listed shall be submitted concurrently with this list. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides so listed shall be submitted in writing to the Director for approval prior to use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for filing all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. Pesticide application reporting specifications, - See Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

3. A five (5) working day written notice shall be given to the Director prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

(a) Weed Control – Application of pre-emergent herbicides shall be considered Additional Work, per Exhibit C., Section 2.

(b) Appropriate chemical control must be used on the following weeds.

Bermuda Grass
Kikuyu Grass
Nutsedge
Field Bindweed
Spurge

This list is inclusive; other species may be added by the Director as necessary.

(c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

Application of molluscicides shall be considered Additional Work, per Exhibit C., Section 2.

3. Insect and Disease Control

Insect and Disease Control - Application of insecticides/fungicides shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

Weed Control – Application of pre-emergent herbicides shall be considered Additional Work, per Exhibit C., Section 2.

2. Insect and Disease Control

Insect and Disease Control - Application of insecticides/fungicides shall be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of notification from the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-1 • Towngate

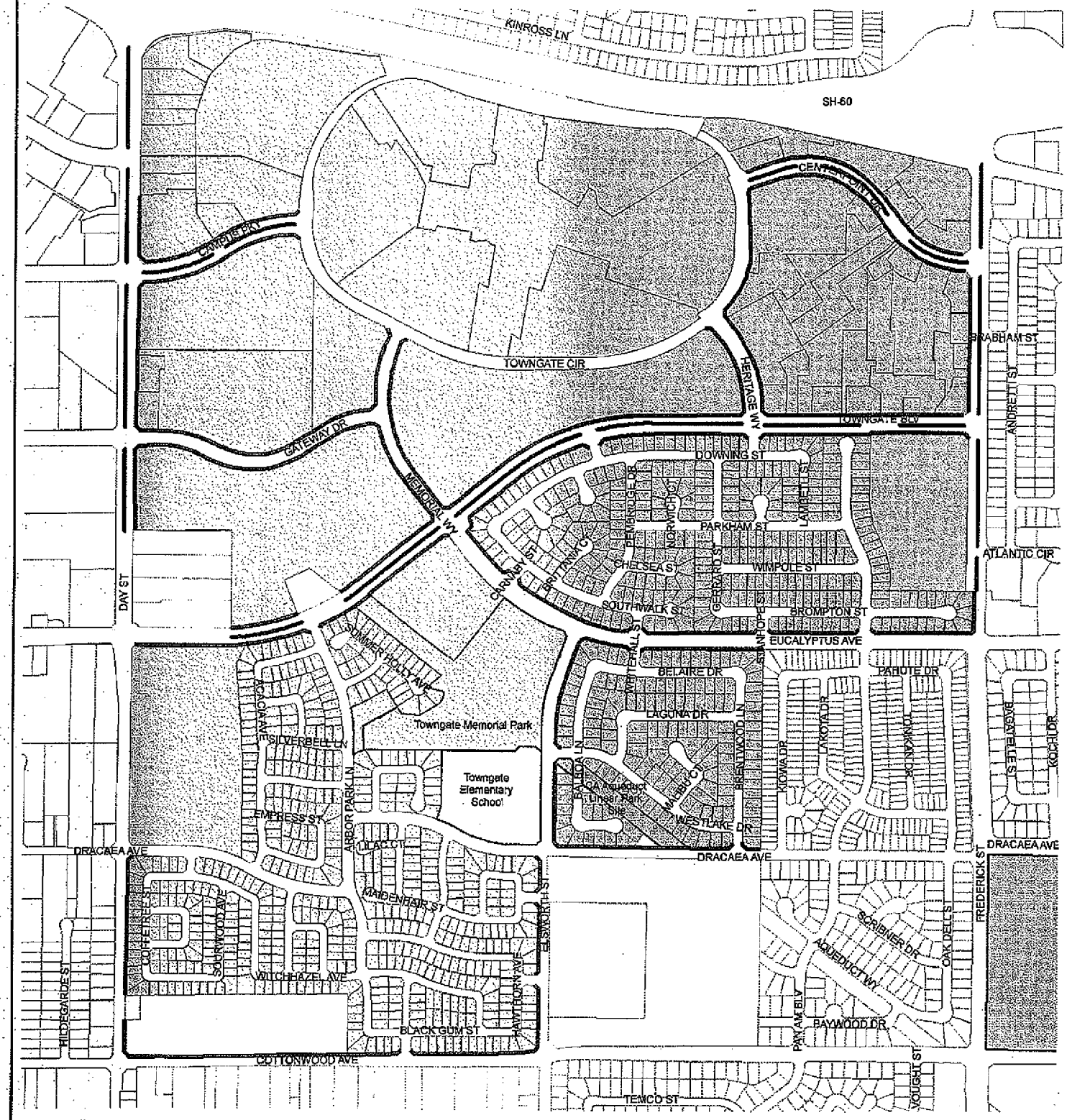

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be reproduced or resold.

N W E S

Landscaped Parkway
Landscaped Median
Zone E-1 Parcels

Map Created by Moreno Valley GIS
Print Date: November 29, 2007
File: G:\ArcMap\Special Districts\E1_8.5x11.mx

Item No. B.5

MV00205508

Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E-1A • Walls/Internal Landscape Maintenance

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CSD Maintained Aterial Walls

CSD Maintained Landscape and Internal Walls

Zone E-1A Parcels

MORENO VALLEY
WHERE DREAMS SOAR

Item No. B.5

MV00205509

EXHIBIT B: District Responsibilities
R.F.P. NOE-1/11
PROJECT NO. E-1/11

TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACT SUPERVISION

A. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.

B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C: Payment Terms
R.F.P. NO E-1/11
PROJECT NO. E-1/11

TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACTOR'S COMPENSATION

A. The Contractor will be paid monthly per site for work performed satisfactorily under this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports for the: 1) maintenance performed, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month. These reports shall be accompanied by a billing in accordance with the Contract price for the work performed, and shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved.

B. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of eight thousand one hundred and fifty-eight dollars and ninety/100 ($8,158.90) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed ninety-seven thousand, nine hundred and six dollars and eighty/100 ($97,906.80), except as provided for in Section 2 below.

C. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2., paragraph C. herein this Exhibit, ("Additional Landscape Areas"), in addition to the work set forth in Exhibit A, Contractor's Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Section 9, or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2, paragraph B. below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization,

the Contractor must submit a written estimate to the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made of a new installation, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in the Exhibit E, Section 9, shall be prorated from the day the Contractor commences work on the additional areas.

D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Section 9. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).

E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of $9,790.68 for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

A. Work required in the General or Special Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the District to allow for explanations.

EXHIBIT D: Term of Contract
R.F.P. NO. E-1/11
PROJECT NO. E-1/11

TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. TERM OF CONTRACT

A. Following approval by both parties, the Contract will commence on July 1, 2011, and shall terminate twelve (12) months thereafter.

B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.

C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.

E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

R.F.P. NO. E-1/11
PROJECT NO. E-1/11

TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

R.F.P. NO.E-1/11
PROJECT NO. E-1/11

TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

1. SCHEDULE I

A. COMPANY NAME: Marina Landscape Inc.

TYPE
- Sole proprietor _____
- Partnership _____
- Corporation X

B. COMPANY ADDRESS/PHONE NUMBER

MAIN OFFICE ADDRESS:
1900 S. Lewis Street
Anaheim, CA 92805

MAIN OFFICE PHONE NUMBER: (714) 939-6600
SATELLITE OFFICE ADDRESS (if applicable):
N/A

SATELLITE OFFICE PHONE NUMBER N/A

C. CONTRACTOR'S LICENSING INFORMATION:

LICENSE NUMBER/CLASSIFICATION/NAME STYLE: #492862 A, B, C27, C36
Corporation
NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 25
LICENSE EXPIRATION DATE: 6/30/2012
CURRENT LICENSE STATUS: Active

R.F.P. NO. E-1/11

PRIOR ACTIONS AGAINST THIS LICENSE? Yes / No
IF YES, LIST CITATION TYPE AND HOW RESOLVED: N/A

D. COMPANY'S FEDERAL IDENTIFICATION NO.: 95-3760820

E. NAME AND TITLE OF COMPANY OFFICERS:

Robert Cowan	President & Secretary
Ali Tavakoli	Vice President of Construction
Teri Nguyen	CFO

F. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES: 39

G. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 39

H. CURRENT LANDSCAPE MAINTENANCE OPERATIONS

THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED TO THIS QUESTION (QUESTION H.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

TOTAL LANDSCAPE MAINTENANCE CONTRACTS: 155
PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 15%
TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS:
$ 11,000,000 / YEAR

1. NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS: 8	AVERAGE WAGE SCALE: $ 32	/HR.*
TECHNICIANS: 12	AVERAGE WAGE SCALE: $ 22	/Hr.*
FOREMEN: 45	AVERAGE WAGE SCALE: $ 19.65	/Hr.*
LABORERS: 320	AVERAGE WAGE SCALE: $ 15	/Hr.*

*Use fully burdened rate (i.e., taxes, insurance, benefits, OH &P) - This is a prevailing wage project.

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

A. MOTOR VEHICLES
- TYPE: Ford F-250 NUMBER: 78
- TYPE: Ford F-350 NUMBER: 15

- TYPE: Dump Truck NUMBER: 2
- TYPE: Low Boy Trailer NUMBER: 2

B POWER EQUIPMENT

- TYPE: Ex Mark Laser Mower NUMBER: 32
- TYPE: Toro Pro-Line 36" Mower NUMBER: 45
- TYPE: Power-Edge Edger NUMBER: 57
- TYPE: Stihl Blowers NUMBER: 110

I. REFERENCES

ATTACH RESPONSES ON ADDITIONAL SHEETS - ONE SHEET PER REFERENCE

1. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.
2. REFERENCE RESPONSES MUST INCLUDE:
   A. NAME AND ADDRESS OF AGENCY;
   B. NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
   C. CONTRACT NAME(S) / NUMBER(S);
   D. ANNUAL CONTRACT AMOUNT(S);
   E. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
   F. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
   G. LENGTH OF CONTRACT(S).
3. **THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:**
   A. How many (number) of contracts and years under contract?
   B. What are/were the Scope of the contract(s), acreage amounts, location(s)?C. What are/were the Contract amount(s)?
   D. Do/did they have adequate (quantity/quality) staffing?
   E. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
   F. Does staff have the ability to comprehend/speak English?
   G. How are/were the appearance, uniforms, and use of safety equipment?
   H. Do/did they have availability of additional personnel for extra work/special projects?
   I. Is/was the equipment used in good working order?
   J. Do/did they have an effective in-company communications system?
   K. How is/was the knowledge of project/contract standards?
   L. Do/did they have the ability to respond to complaints/requests in a timely fashion?

Marina Landscape Inc.

Landscape Maintenance References

City of Anaheim, CA - Eastside Resort District **120 acres**

Contact: Dan Oregel
(714) 765-6961
Fax: (714) 765-5288
doregel@anaheim.net

200 S. Anaheim Blvd.,
Anaheim, CA 92805

$950,000 / year
9/1/09-present

Lake Forest Sports Fields **100 acres**
(2010 C.L.C.A. First Place Prize – Sports Fields Maintenance)

Contact: Oscar Garcia
(949) 283-1737
Fax: (949) 461-3512
lestevez@ci.lake-forest.ca.us

25550 Commercentre Dr., Suite 100
Lake Forest, CA 92630

$650,000/year
1/1/10 – 12/31/2012

Culver City – City wide landscape maintenance **65 acres**

Contact: Patrick Reynolds
(310) 253-6471
Fax: (310) 253-6666
patrick.reynolds@culvercity.org

4117 Overland Avenue
Culver City, CA 90230

$400,000 / year
8/1/09-present

MV00205519

M. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
N. How accurate & timely is/was billing/invoicing?
O. Have Contract(s) been successfully completed to term?
P. Would you accept future proposals/bids from this company?

2. PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

A. **Facilities** – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

1900 S. Lewis Street
Anaheim, CA 92805

B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **Equipment:**

See Below

2. **Motor Vehicles:**

Ford F-250 Crew Cab

3. **Turf Maintenance Power Equipment/Tools:**

Exmark Lazer or Toro 36" mower
Weed Eaters
Power-Edge Edgers
Backpack Blowers

4. **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**
(List both powered and hand equipment/tools)

Pole Hedge Trimmers
Power Edgers
Weed Eaters
Hedge Trimmers
Rake & Brooms
Stihl Backpack Blowers
Various Hand Tools

5. **Irrigation System Maintenance Equipment:**
(List both powered and hand equipment/tools)

Remote Control
Wire Tracers
Pumps
Retractors
Various Toners/Volt Meters
Cutting Tools
Glue
Wrenches
Routine Irrigation Repair Parts.

6. **Fertilizer Application Equipment:**
(List both powered and hand equipment/tools)

Walk Behind Spreaders
Wide Applicator
Hand Spreaders
Deep-Root Injector (If needed)

7. **Pesticide Application Equipment:**
(List both powered and hand equipment/tools)

350-Gallon Spray Rig (If needed)
Backpack Sprayers
Tree Gun
Trailor Mounted Wide Spray Applicator

C. **Staff**: - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**
(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

SEE ATTACHED

2. **Tree Trimming/Maintenance:**
(List any ISA or equivalent certified personnel)

VICTOR SOLIS - ISA CERTIFIED TREE TRIMMER

3. **Irrigation System Maintenance:**
(List technical personnel – include any relevant education, certification, licensing information for each person listed)

JOSE LUIS SOLANO - CERTIFIED IRRIGATION TECHNICIAN
CHRIS CURRY - CERTIFIED AUDITOR
GUSTAVO CAMPOS - CERTIFIED IRRIGATION TECHNICIAN
- BACKFLOW INSPECTOR

4. **Pesticide Application:**
(List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.)

ROBERT COWAN - PCL, PCA
VICTOR GARIBAY - QAL

Key Personnel

Marty Stowell, Superintendent, Operations Manager

Marty has been in the landscaping industry for over 30 years. He is responsible for the entire Maintenance Operations Department which includes overseeing all of our maintenance jobs and crews. Marty's expertise is found in maintaining city-wide maintenance contracts and HOAs in Southern California. His keen eye for scheduling and the utilization of our crews makes our maintenance operations very efficient and effective. Marty also has vast knowledge in landscape irrigation and installation, estimating and construction.

Jose Luis Solano, Supervisor, Landscape Maintenance

Jose Luis has been working in the landscape industry for over 18 years. His landscape background includes management, irrigation, maintenance and arbor care. Jose Luis is responsible for a crew of 55 employees maintaining large public and private parks, sports venues and commercial landscapes in Los Angeles and Orange Counties. Jose Luis is especially familiar with irrigation repair and maintenance. Notable projects include Anaheim Resort District, Anaheim, CA; Yorba Park, Yorba Linda, CA; and Seal Beach Naval Housing, Seal Beach, CA and Rancho Palos Verdes Parks and Trails.

City of Rancho Palos Verdes (Parks and Trails)

Currently

- Oversee the full-time maintenance crews spread out over the City's 200 acres of parks, trails and landscaped areas.
- Daily maintenance of all baseball fields, parks, trees, trails, landscapes, irrigation and facilities
- Turf renovations include, aerating, verti-cutting, overseeding/reseeding, topdressing, fertilizing, and establishing
- In charge of granular/foliar applications of fertilizer/herbicide/insecticide/ fungicide/PGR

City of Anaheim, General Supervisor on our Anaheim Projects

- Eastside Resort District, Landscape and Power Washing
- Anaheim Convention Center
- Anaheim Parks, Mowing and Trash
- Anaheim Family Justice Center
- Little Warner Basin
- Anaheim Civic Center

Angie Trejo, Office Manager, Landscape Maintenance

Rosa has over 15 years experience in landscape industry, and joined the Marina family in 2007. Angie's key strengths as an office manager include client relations and accounting. Angie is responsible for accounts payable, accounts receivable, payroll reports, and customer service. Angie is also fluent in both English and Spanish.

R.F.P. NO. E-1/11

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE
E-1 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 Mow / Edge Planters Weed Control Litter Control 4 men - 8 hrs ea.	Planters Weed Control Litter Control 2 men - 8 hrs. Irrigation Tech 8 hrs.	Planters Weed Control Litter Control Rodent Control Disease Control 1 man - 8 hrs.	Planters Weed Control Litter Control Trees 3 men - 8 hrs.	/
WEEK #2 Same as Week #1 →				/
WEEK #3 Same as Week #1 →				/
WEEK #4 Same as Week #1 →				/

R.F.P. NO. E-1/11

PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE
E-1 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 Mow/Edge Planters Weed Control (Quarterly) Litter Control 3 men-8 hrs.	Planters Litter Control Rodent Control 2 men-8 hrs.	Planters Irrigation Tech 6 hrs.	Planters Litter Control Trees 2 men-8 hrs.	/
WEEK #2 Planters Litter Control Rodent Control 2 men-8 hrs.	Planters Litter Control Rodent Control 2 men-8 hrs.	Planters Irrigation Tech 6 hrs.	Planters Litter Control Disease Control 2 men-8 hrs.	/
WEEK #3 Same As Week #1 →				/
WEEK #4 Same As Week #2 →				/

Item No. B.5

R.F.P. NO. E-1/11

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE
E-1A MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1		Planters Weed Control Litter Control Pest & Disease Trees Irrigation Tech 4 hrs. 2 men - 6 hrs.		
WEEK #2 Same as Week #1				
WEEK #3 Same as Week #1				
WEEK #4 Same as Week #1				

R.F.P. NO. E-1/11

PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE
E-1A MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1		Planters Weed Control Litter Control Rodent & Disease Trees Irrigation Tech 2 HRS. Mow - 6 HRS.		
WEEK #2 Same as Week #1				
WEEK #3 Same as Week #1				
WEEK #4 Same as Week #1				

Item No. B.5

R.F.P. NO. E-1/11

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE
E-1 ANNUAL SCHEDULE SHEET

JANUARY Monthly Reports.	**FEBRUARY**	**MARCH** Ensure Ground Covers is Pruned - 80 hrs.
APRIL Aerate Turf - 8 hrs Humus Fertilizer - 8 hrs. Shrub & G.C. Fert. - 8 hrs.	**MAY**	**JUNE** Ensure Ground Cover is Pruned, 80 hrs.
JULY Aerate Turf 8 hrs	**AUGUST**	**SEPTEMBER** Ensure Ground Cover is Pruned - 80 hrs. Ensure Shrubs Are Pruned - 160 hrs. Shrub & G.C. Fert - 8 hrs.
OCTOBER Aerate Turf 8 hrs. Humus Fertilizer - 8 hrs.	**NOVEMBER** Inspect All Trees over 18'	**DECEMBER** Ensure Ground Cover is Pruned - 80 hrs.

R.F.P. NO. E-1/11

PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE
E-1 ANNUAL SCHEDULE SHEET

JANUARY	**FEBRUARY** Turf Fert - 8 hrs.	**MARCH** Ensure G.C. is Pruned - 80 hrs. Weed Control - 40 hrs.
APRIL Shrub & G.C. Fert - 8 hrs.	**MAY**	**JUNE** Ensure G.C. is Pruned - 80 hrs. Weed Control - 40 hrs. Turf Fert - 8 hrs.
JULY	**AUGUST**	**SEPTEMBER** Ensure G.C. is Pruned - 80 hrs. Weed Control - 40 hrs.
OCTOBER	**NOVEMBER** Inspect trees over 18' Ensure Shrubs are pruned - 40 hrs.	**DECEMBER** Ensure G.C. is Pruned - 80 hrs. Weed Control - 40 hrs.

Item No. B.5

R.F.P. NO. E-1/11

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE
E-1A ANNUAL SCHEDULE SHEET

JANUARY Monthly Reports	**FEBRUARY**	**MARCH** Ensure Ground Cover is Pruned - 40 hrs.
APRIL Shrub & G.C. Fert. - 8 hrs.	**MAY**	**JUNE** Ensure Ground Cover is Pruned - 40 hrs.
JULY	**AUGUST**	**SEPTEMBER** Ensure Ground Cover & Shrubs are Pruned - 80 hrs. Shrub & G.C. Fert. - 4 hrs.
OCTOBER	**NOVEMBER** Inspect all Trees over 18'.	**DECEMBER** Ensure Ground Cover is Pruned - 40 hrs.

R.F.P. NO. E-1/11

PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE
E-1A ANNUAL SCHEDULE SHEET

JANUARY	**FEBRUARY**	**MARCH** Ensure G.C. is Pruned - 40 hrs. Weed Control - 20 hrs.
APRIL Shrubs & G.C. Fert - 8 hrs.	**MAY**	**JUNE** Ensure G.C. is Pruned - 40 hrs. Weed Control - 20 hrs
JULY	**AUGUST**	**SEPTEMBER** Ensure G.C. is Pruned - 40 hrs. Weed Control - 20 hrs.
OCTOBER	**NOVEMBER** Inspect all Trees over 18' Ensure Shrubs are Pruned - 40 hrs.	**DECEMBER** Ensure G.C. is Pruned - 40 hrs. Weed Control - 20 hrs.

Item No. B.5

4. PROPOSED ANNUAL MATERIAL SCHEDULE

A. Fertilizers:

List the fertilizers to be furnished to execute work tasks specified in Exhibit A. Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Best Poly Supreme	2,000 LBS.	$1,500
Humus Fert.	1,800 LBS.	$1,225

B. Pesticides:

List pesticides to be furnished to execute work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Round-Up	4 Gallons	$350
Giant Destroyer	2 cases	$200
Dimension (if needed)	500 LBS.	$650

5. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

A. Communications:

The General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Scope of Services .specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

See Attached

B. Traffic Safety:

The General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

See Attached

Communications:

Every morning our whole office and field staff reports to the Anaheim yard. We are directed by the Operations Manager and Supervisors about routes and duties. There is constant communication between all levels of operations via cell phones which are carried by all crews.

All emergency calls can be directed to our office phone number at (714) 939-6600. The after-hour emergency system will re-direct the call to Juan Galindo, who is our emergency on-call supervisor. He will immediately contact Stephen Guise, VP of Maintenance Operations, and Jose Luis Solano, Supervisor, to let them know of the situation. They will determine the best course of action and remedy the situation. This system ensures all levels of management are aware of any emergencies that may arise.

Traffic Safety:

We will set up our traffic control in accordance with the Caltrans's MUTCD Part 6. We will set up an advanced warning sign next to the curb 200 feet from the start of the working area. From that point, cones will be placed next to the curb every 30 feet until the work area is cleared, to let drivers know that work is in progress near the road. In the event we need to close a land of traffic, our trucks have the flashing light hookups. Using flashing lights, cones, warning signs, and channelizing techniques, we can direct traffic safely away from our workers. However, we do not intend to close down any lanes of traffic.

C. **Greenwaste Recycling:**

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

See Attached

MARINA GREEN PLAN

Marina is a landscape firm committed to the environment in everyway The company's diverse projects reflect this commitment, recreation facilities, sport fields, golf courses, hotels, resorts, commercial and industrial developments, public facilities, streetscapes, highway beautification, wetlands, re-vegetation zones, and housing developments.

Marina's landscape projects have won numerous awards from public and private agencies, and contractors' associations.

Marina Landscape is also working in the community as a leader in recycling of "green waste", trash and green waste are separated and disposed of properly. All green waste generated through the maintenance of this project will be delivered to our recycle center where the materials can be re-used to benefit the environment. Receipts will be available for inspection at anytime upon request by the City of Moreno Valley.

Marina Landscape Inc. also mulches the green waste collect from our jobsites, at our in-house location.

Regional Material Recovery
Anaheim Disposal Inc.
1131 N. Blue Gum Street
Anaheim, CA 92805
(714) 238-3300

6. LIST OF SUBCONTRACTORS

A. SUBCONTRACTORS:

In compliance with the provisions of Government Code, Section 4102, the undersigned Proposer sets forth the name and location (address) of the place of business of each subcontractor who will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
N/A		

R.F.P. NO. E-1/11

7. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE _____

PRINTED NAME Robert Cowan

TITLE President

COMPANY NAME Marina Landscape Inc.

DATE 2/2/11

R.F.P. NO. E-1/11

8. PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the Moreno Valley Community Services. District and Marina Landscape Inc., and further, the aforesaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind Marina Landscape Inc. to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. -- Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT (PRINTED), SIGNED AND DATED

SIGNATURE _____

NAME Robert Cowan

TITLE President

COMPANY NAME Marina Landscape Inc.

DATE 2/2/11

R.F.P. NO. E-1/11

9. SCHEDULE II

A. BID SCHEDULE

PROPOSER: Marina Landscape Inc.
(Company Name)

SITE	SERVICE LEVEL	ESTIMATED AREA	COST PER SQ. FT.	COST PER MONTH	COST PER TWELVE MONTHS
E-1 LANDSCAPE PARKWAYS & MEDIANS (currently full service)	Full	Planter: 294,598 sq. ft.	$ .01413	$ 4,162.67	$ 49,952.04
		Turf: 148,104 sq. ft.	$ .02035	$ 3,013.92	$ 36,167.04
	Reduced	Planter: 294,598 sq. ft.	$ .00948	$ 2,792.79	$ 33,513.48
		Turf: 148,104 sq. ft.	$ .01365	$ 2,021.62	$ 24,259.44
E-1 LANDSCAPE DAY ST. MEDIANS (currently full service)	Full	Planter: 3,080 sq. ft	$ .01563	$ 48.14	$ 577.68
		Turf 8,800 sq. ft.	$ .01641	$ 144.41	$ 1,732.92
	Reduced	Planter: 3,080 sq. ft	$ .01048	$ 32.28	$ 387.36
		Turf 8,800 sq. ft.	$ .01101	$ 96.89	$ 1,162.68
E-1A LANDSCAPE PARKWAYS & MEDIANS (currently reduced service)	Full	Planter 72,655 sq. ft.	$ .01621	$ 1,177.74	$ 14,132.88
	Reduced	Planter 72,655 sq. ft.	$ .01087	$ 789.76	$ 9,477.12

The Total Amount of the Service Proposal shall be based on current service levels (**Full service for E-1 Parkways & Medians and Day St. Medians, Reduced service for E-1A Parkways & Medians**):

Figures: 97,906 and 80 /100's Dollars

Words: Ninety-Seven Thousand Nine Hundred Six and 80 /100's Dollars

All work shall be performed in accordance with the Technical Provisions for Full Service or Reduced Service. Determination of the level of service shall be made per written direction by the City. Service levels may be converted from Full to Reduced or from Reduced to Full with 30 days advance written notice by the City.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway, irrigation, and landscaping as set forth in Exhibit A: Scope of Work of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). N/A **has/have been received and is/are made a part of this proposal.**

President 2/2/11
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

R.F.P. NO. E-1/11

B. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibit A and Exhibit C

UNIT PRICES (Includes all labor and materials)

1. 1 gal. shrub/vine/ground cover in place	@	$ 10	ea
2. 5 gal. shrub/vine/ground cover in place	@	$ 26.50	ea
3. 5 gal. tree in place (stakes included)	@	$ 35 –	ea
4. 15 gal. tree in place (stakes included)	@	$ 100 –	ea
5. 24" box tree in place (stakes included)	@	$ 300 –	ea
6. 36" box tree in place (guy wires included)	@	$ 850 –	ea
7. Flat of ground cover in place	@	$ 24.50	ea
8. Planter bed mulch in place	@	$ 75	/cu. yd
9. Additional labor	@	$ 21.50	/man hour
10. Additional Irrigation Technician	@	$ 45 –	/man hour

PROPOSER: MARINA LANDSCAPE INC.
(Company Name)

Item No. B.5

R.F.P. NO. E-1/11

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

ROUTINE IRRIGATION REPAIR PRICES

1. Irrigation repair parts for routine repairs @ cost plus 15 %

2. Unit prices for Additional Work (additional **FULL SERVICE** landscape areas) per Exhibit C, Section 2.

   A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ .015 /sq. ft./mo.

   B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ .017 /sq. ft./mo.

3. Unit prices for Additional Work (additional **REDUCED SERVICE** landscape areas) per Exhibit C, Section 2.

   A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ .01 /sq. ft./mo.

   B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ .012 /sq. ft./mo.

4. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: Marina Landscape Inc.
(Company Name)

R.F.P. NO. E-1/11

10. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, Section 9 (Schedule II) A. "Bid Schedule"):

Ninety-Seven Thousand Nine Hundred Six & 80/100
(Dollar Amount in Words)

$ 97,906.80
(Dollar Amount in Figures)

Date: 2/2/11

Proposer: Marina Landscape Inc.
(Company Name)

By: [signature]
(Signature)

Title: President

State License Number and Classification: #492862 A,B,C27,C36

If a corporation, complete the following:
INCORPORATED UNDER LAWS OF THE STATE OF California

PRESIDENT Robert Cowan

(Corporate Seal)

SECRETARY Robert Cowan

Item No. B.5

11. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is cash, a cashier's check, or a certified check, or a Proposal Surety Bond for 10% of Total Bid, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated 2/2/11

Signature of Proposer

By Marina Landscape Inc

Address of Proposer 1900 S. Lewis Street
Anaheim, CA 92805

Telephone Number of Proposer (714) 939-6600

Names and Addresses of Members of the Company:

Robert Cowan 1900 S. Lewis Street, Anaheim, CA 92805

Richard Cowan 1900 S. Lewis Street, Anaheim, CA 92805

(If a Corporation)

Signature of Proposer

By Robert Cowan

Title President

Business Address 1900 S. Lewis Street
Anaheim, CA 92805

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of CALIFORNIA

State License Number and Classification # 492862 A,B,C21,C36

PRESIDENT ROBERT COWAN

SECRETARY ROBERT COWAN

TREASURER ROBERT COWAN

(Corporate Seal)

12. PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Marina Landscape, Inc.

_____, as

principals, and Berkley Regional Insurance Company, a duly

authorized corporate surety: Business Address 505 N. Brand Blvd., Suite 1040, Glendale, CA 91203

_____,

Phone ( ) 818-550-1403, are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of Ten percent of the total amount of the bid Dollars, ($ 10%), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly, and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about to hand in and submit to the Board of Directors of the Moreno Valley Community Services District, a proposal for **PROJECT NO. E-1/11 - TOWNGATE, MAINTENANCE OF PARKWAY & MEDIAN LANDSCAPING AND IRRIGATION**, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said Board of Directors, and if the said principal shall fail or neglect to enter into a Contract therefor within the required time, then in that case the undersigned obligors will pay to the Moreno Valley Community Services District the full sum of Ten percent of the total amount of the bid Dollars,

($ 10%), as liquidated damages for such failure and neglect.

WITNESS our hands this 27th day of January, 20 11.

(SIGNATURE PAGE FOLLOWS)

R.F.P. NO. E-1/11

Proposal Surety Bond (cont.)

PRINCIPAL	CORPORATE SURETY
Name: Marina Landscape, Inc.	Name: Berkley Regional Insurance Company
Address: 1900 S. Lewis St., Anaheim, CA 92805	Address: 505 N. Brand Blvd., Suite 1040
Tel. No.: 714-939-6600	Tel. No.: 818-550-1403
By:	By: Attorney-in-Fact Matthew J. Coats

SIGNING INSTRUCTIONS

- **The Bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.**
- **The Bond shall include attached Notary Certificates for the Attorney-in-Fact and the Principal.**
- **The Bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).**
- **The Bond shall include the address at which the Principal and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).**

If any of the above items are omitted, the proposal will be considered non-responsive and will be rejected.

State of California)

County of ORANGE)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On 1/27/2011 before me, A PEREZ, NOTARY PUBLIC,
(here insert name and title of the officer)

personally appeared ROBERT B. COWAN

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

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

WITNESS my hand and official seal.

NRO1 A. PEREZ COMM. #1907061 Notary Public - California Orange County My Comm. Expires Oct. 7, 2014 NRO1

Signature

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document

titled/for the purpose of

containing pages, and dated

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-Fact
- ☐ Corporate Officer(s) Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other:

representing: Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # Entry #

Notary contact:

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

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CALIFORNIA
ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Orange

On JAN 27 2011 before me, Adelaide C. Hunter, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

ADELAIDE C. HUNTER
Commission # 1808793
Notary Public -- California
Orange County
My Comm. Expires Aug 8, 2012

Item No. B.5

No. 7987

POWER OF ATTORNEY
BERKLEY REGIONAL INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Linda D. Coats, Matthew J. Coats, Douglas A. Rapp or Timothy D. Rapp of Coats Surety Insurance Services, Inc. of Laguna Hills, CA*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Twenty Five Million and 00/100 Dollars ($25,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"**RESOLVED**, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 4 day of June, 2010.

Attest: Berkley Regional Insurance Company

(Seal) By _____ By _____
Ira S. Lederman — Senior Vice President & Secretary
Jeffrey M. Hafter — Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 4 day of June, 2010, by Jeffrey M. Hafter and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

EILEEN KILLEEN
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2012

Eileen Killeen
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 27th day of January, 2011.

(Seal)

Steven Coward

Item No. B.5

MV00205551

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE Nº 07068
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY *THAT, Pursuant to the Insurance Code of the State of California,*

Berkley Regional Insurance Company

of Wilmington, Delaware *, organized under the laws of* Delaware *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance:* Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous *as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 2nd *day of* March, 2001, *I have hereunto set my hand and caused my official seal to be affixed this* 17th *day of* April, 2002

Harry W. Low
Insurance Commissioner

By Victoria S. Shbury
Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the convenants made in the application therefor and the conditions contained herein.

FORM CO-3

CDF 00 33391

Item No. B.5

MV00205552

R.F.P. NO. E-1/11

13. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF Riverside)§

(NAME) Robert Cowan, affiant being first duly sworn, deposes and says:

That he or she is President of
(sole owner, partner or other proper title)

Marina Landscape Inc. the party making the
(Contractor)

foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: Marina Landscape Inc.

Bidder's Address: 1900 S. Lewis Street
Anaheim, CA 92805

Telephone No.: (714) 939-6600

(Signature of Bidder) President
(Title)

ALL SIGNATURES MUST BE NOTARIZED

State of California)

County of ORANGE)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On 1/27/2011 before me, A PEREZ, NOTARY PUBLIC,
(here insert name and title of the officer)

personally appeared ROBERT B. COWAN

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

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

A. PEREZ
COMM. #1907061
Notary Public - California
Orange County
My Comm. Expires Oct. 7, 2014

WITNESS my hand and official seal.

Signature

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document

titled/for the purpose of

containing _____ pages, and dated

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-Fact
- ☐ Corporate Officer(s) _____ Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other:

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

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Item No. B.5

MV00205554

APPENDIX A: PREVAILING WAGE DETERMINATION

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

DETERMINATION: SC-LML-2008-1
ISSUE DATE: February 22, 2008
EXPIRATION DATE OF DETERMINATION: December 31, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

		Employer Payments					Straight-Time		Overtime
LOCALITY:	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2X
Imperial	$8.00	-	-	[a]0.115	0.17	-	8	[b]8.285	[b]12.285
Inyo, Mono and San Bernardino	8.00	-	-	0.30	0.17	-	8	8.47	12.47
Kern	8.00	-	-	[c]0.16	0.17	-	8	[b]8.33	[b]12.33
	10.00	-	-	[d]0.27	0.46	-	8	[b]10.73	[b]15.73
Los Angeles	8.00	0.89	-	[e]0.115	0.14	-	8	[b]9.145	[b]13.145
Orange	8.00	-	-	[f]0.11	0.11	-	8	[b]8.22	[b]12.22
Riverside	8.00	-	-	[g]0.20	0.16	-	8	[b]8.36	[b]12.36
San Diego	8.00	-	-	0.22	0.115	-	8	8.335	12.335
	8.00	-	-	0.24	0.12	-	8	8.36	12.36
San Luis Obispo	8.00	-	-	[h]0.15	0.15	-	8	8.30	12.30
	8.00	-	-	[i]0.16	0.16	-	8	8.32	12.32
Santa Barbara	8.00	-	-	[j]0.12	0.12	-	8	[b]8.24	[b]12.24
	8.00	-	-	[k]0.13	0.13	-	8	[b]8.26	[b]12.26
Ventura	8.00	-	-	0.115	0.16	-	8	8.275	12.275
	8.00	2.97	-	[l]0.19	0.26	-	8	[b]11.42	[b]15.42

Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

[a] $0.22 after 3 years of service.
[b] Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
[c] $0.31 after 2 years of service.
[d] $0.54 after 2 years of service: $0.81 after 3 years of service.
[e] $0.24 after 3 years of service: $0.37 after 7 years of service.
[f] $0.22 after 4 years of service.
[g] $0.40 after 3 years of service.
[h] $0.23 after 2 years of service.
[i] $0.27 after 2 years of service.
[j] $0.38 after 3 years of service.
[k] $0.29 after 2 years of service.
[l] $0.31 after 2 years of service.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Travel and subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

18C

APPENDIX B: MONTHLY REPORT FORM

PROJECT NO._____

MONTHLY REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT

MONTH OF _____,20___

MAINTENANCE • DATE(S) • TYPE: MOW/EDGE TRIM/PRUNE-WEED LITTER-IRRIGATION	FERTILIZER • DATE(S) • PRODUCT/ANALYSIS • AMOUNT/AREA • CROP	PESTICIDES • DATE(S) • PRODUCT • AMOUNT/AREA • TARGET PEST	COMPLAINTS • DATE(S) RECEIVED • COMPLAINT/ACTION • DATE CORRECTED	HAZARDS • DATE(S) NOTED • HAZARD TYPE • MVCSD NOTIFIED • DATE CORRECTED
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

Item No. B.5

MV00205557

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-1 • Towngate

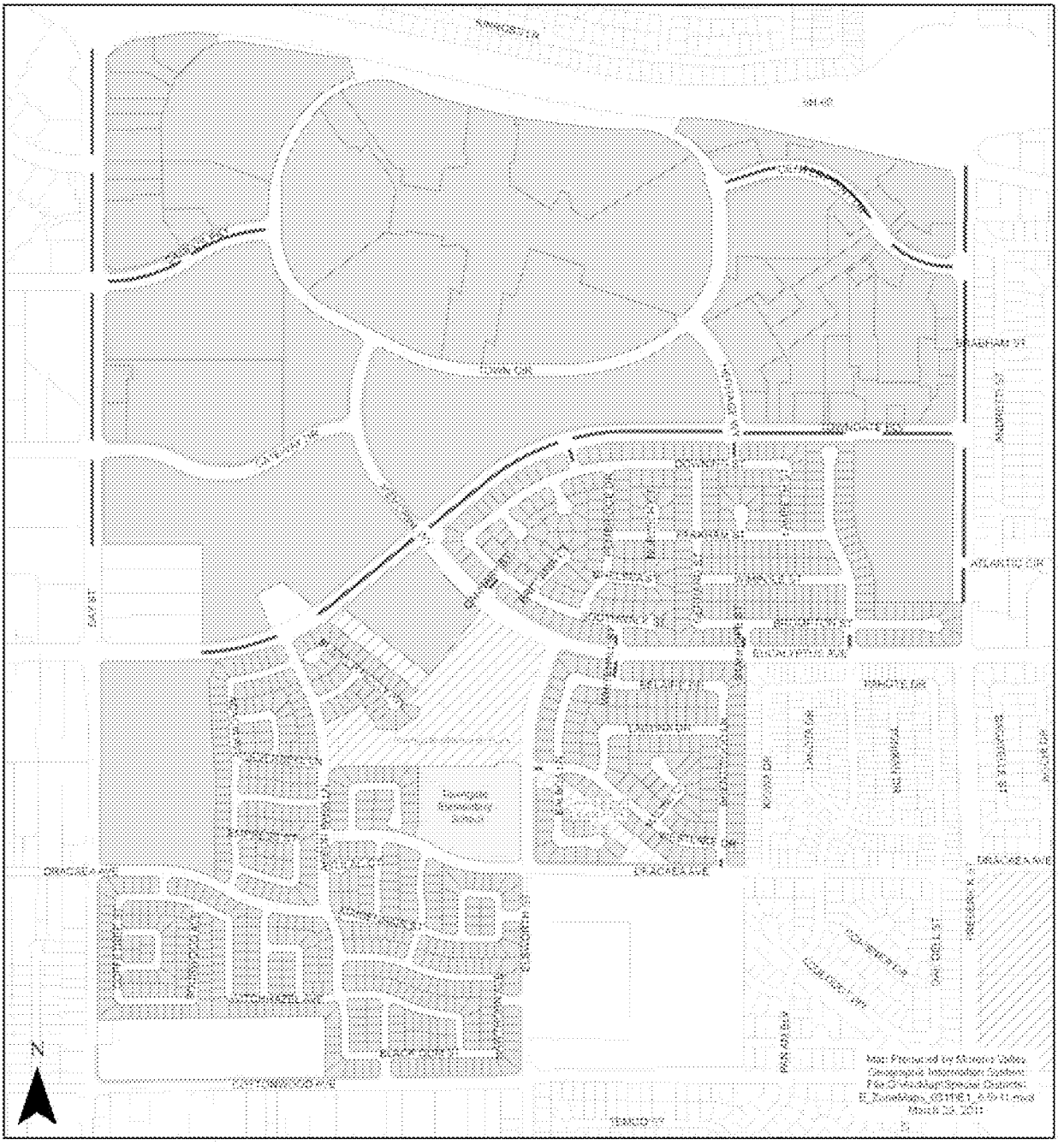

Landscaped Median *(Medianas Ajardinadas)*

Landscaped Parkway *(Areas Ajardinadas)*

Zone E-1 Parcels *(Zona E-1 Parcelas)*

MORENO VALLEY

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MV00205559

Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E-1A • Walls/Internal Landscape Maintenance

Map Produced by Moreno Valley Geographic Information System
File: G:\Landing\Special Districts\E1A_8.5x11.mxd
November 28, 2007

The information shown on this map was compiled from the Riverside County GIS database, City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied on or used in lieu of field verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any errors, losses or damages resulting from the use of this map. This map is not to be copied or resold.

CSD Maintained Aterial Walls

CSD Maintained Landscape and Internal Walls

Zone E-1A Parcels

MORENO VALLEY

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MV00205561

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: FIRST EXTENSION OF THE AGREEMENT – PROJECT NO. E-3/11-12 MORENO VALLEY RANCH – WEST/LASSELLE POWERLINE PARKWAY - MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

RECOMMENDED ACTION

Recommendations:

1. Approve the First Extension of the Agreement ("First Extension Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-3/11-12, with Merchants Landscape Services, Inc. 1510 S. Lyon Street, Santa Ana, CA 92705 for E-3 (Moreno Valley Ranch-West) and E-3A (Lasselle Powerline Parkway) areas.

2. Authorize the City Manager to execute the First Extension Agreement for E-3/11-12 with Merchants Landscape Services, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Merchants Landscape Services, Inc., in the not-to-exceed (NTE) amount of $158,306.32; including $137,206.30 ($130,047.36 for Zone E-3 and $7,158.96 for Zone E-3A) for base services and $21,100.00 ($19,100.00 for Zone E-3 and $2,000.00 for Zone E-3A) for additional work services.

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include:

Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services.

Zone E (extensive landscape maintenance), provides landscape maintenance services at full (standard) or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), E-15 (Celebration), and E-16 (Shadow Mountain).

Zone M (Commercial, Industrial, and/or Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide, and

Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors that perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement (Agreement). In accordance with the terms of the Agreement, annual extensions of the Agreement (Extension Agreement) may be entered into up to no more than 4 extensions of the original Agreement, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the CSD (District) and Contractor, at the base rate as provided in the Agreement, plus an additional amount for extra or unanticipated work (additional work amount) that may be performed during the term of the Agreement plus any applicable Extension Agreement.

The Agreement or Extension Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. “Base services” include: mowing, edging and trimming of turf grass areas, pruning and trimming of shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes

and groundcovers, and pesticide applications. Base services are performed on a scheduled rotation basis. "Additional work services" include, but are not necessarily limited to, additional labor and material costs for irrigation repairs, plant material replacement, fertilizer applications and the addition of added square footage of landscaped areas to be added to a Zone's service area at the unit prices for additional work as specified in the Amended Agreement.

DISCUSSION

On February 23, 2012, the Special Districts Division of the Financial and Management Services Department (formerly the Public Works Department) received valid proposals from thirteen (13) landscape maintenance firms in response to a Request for Proposal (RFP) to provide reduced service level landscape maintenance of the landscaped parkways, medians and the irrigation system associated with Zones E-3 and E-3A. On July 3, 2012, upon staff's evaluation of the proposals and recommendation, the City Council, acting in its capacity as the Board of Directors of the Moreno Valley CSD awarded the contract for landscape maintenance of the Moreno Valley Ranch – West parkways and medians to Merchants Landscape Services, Inc., Santa Ana, California (the "Contractor"). The amount of the Agreement for the initial twelve-month term was approved for $151,410.56 ($133,101.60 for Zone E-3 reduced service level base landscape maintenance and $7,158.96 for Zone E-3A reduced service level base landscape maintenance along with an approved additional work amount of $10,250.00, for Zone E-3 additional work services, and $900.00 for Zone E-3A for additional work services).

In July of 2012, the Contractor was notified that beginning August 1, 2012, 12,120 sq. ft. of median turf would be removed from Zone E-3's service area to accommodate the Nason Street roadway extension, south to Iris Avenue. The removal of the median turf square footage adjusted the overall amount of the Agreement from $151,410.56 to $148,610.48 (a reduction of $2,799.72 in the base amount of the Agreement for Zone E-3 from $133,101.60 to $130,301.88, with no change in the base amount for Zone E-3A). This reduction in the Zone E-3 base realized an 11 month cost savings in FY 2012/13.

Due to budgetary constraints, which caused necessary staffing reductions in the Special Districts Division, tasks normally performed by field personnel, including irrigation repair services, had to be transitioned to the Contractor in order to keep up with the workload. This resulted in the need to amend the Agreement (First Amendment and Agreement collectively the Amended Agreement) to increase the additional work amount from $11,150.00 to $19,800.00 (an $8,650.00 increase in the additional work amount for Zone E-3 from $10,250.00 to $18,900.00). The E-3/11-12 Amended Agreement adjusted the Agreement to a NTE amount of $157,260.84 ($130,301.88 for E-3 base maintenance services, $7,158.96 for E-3A base maintenance services, $18,900.00 for E-3 Additional work and $900.00 for E-3A additional work) for FY 2012/13.

The service levels provided are consistent with the terms of the CSD Zone E General Service Level Guidelines, as listed in the CSD Zone E Service Plan Policy, (adopted by the CSD Board on September 25, 2007, as amended on April 26, 2011). The

Contractor has consistently provided satisfactory service in accordance with the terms of the Amended Agreement, and has agreed to extend the Amended Agreement based upon the same terms in accordance with the reduced service level for Zone E-3 and Zone E-3A.

Approval of the Extension Agreement for Fiscal Year 2013/14

Approval of the Amended Agreement as extended for FY 2013/14, is being recommended for authorization in the NTE amount of $158,306.32 ($130,047.36 for Zone E-3 base services, $7,158.96 for Zone E-3A base services, $19,100.00 for Zone E-3 additional work services, and $2,000.00 for Zone E-3A for additional work services). This is the first of four possible extensions allowed per the terms of the Agreement.

Authority for City Manager Approval of Extension Agreements for the Balance of Available Extensions to the Agreement

Pursuant to City Council Resolution No. 2008-115, the City Council shall provide approval of procurements greater than $100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the E-3/11-12 Agreement, as may be allowed per the terms of the Agreement. Potential extensions are those extensions which may be allowed, contingent upon satisfactory service by the Contractor and concurrence by the City and Contractor to enter into an extension of the Agreement, or the Agreement as Amended.

E-3/11-12						
	FY 2012/13 Original Agreement as Amended[1]	FY 2013/14 Proposed First Extension[2]	FY 2014/15 Potential Second Extension[3]	FY 2015/16 Potential Third Extension[3]	FY 2016/17 Potential Fourth Extension[3]	Cumulative Total
Base	$ 137,460.84	$137,206.32	$137,206.32	$ 137,206.32	$137,206.32	$686,286.12
Additional V	$ 19,800.00	$ 21,100.00	$ 21,100.00	$ 21,000.00	$ 21,000.00	$104,000.00
Total	$ 157,260.84	$158,306.32	$158,306.32	$ 158,206.32	$158,206.32	$790,286.12

[1]The base amount reflects the decrease in the sq. ft. of turf area from 339,768 sq. ft. to 327,648 sq. feet for a reduction in the Zone E-3 base from $140,260.56 to $137,460.84 (a decrease of $2,799.72 for 11 months from August 2012 to June 2013). The additional work amount for FY 2012/13 includes both the original additional work amount of $11,150.00 along with a $8,650.00 increase pursuant to the First Amendment for additional irrigation services during FY 2012/13, from $11,150.00 to $19,800.00.

[2]The First Extension includes a reduction of $254.52 in the base amount for FY 2013/14, which is consistent with the reduced in the montly amount for the sq. foot reduced in the turf median along Nason Street for 11 months of FY 2012/13.

[3] Extensions beyond 2013/14 are anticipated, based upon presently known information and may change in the future for reasons including, but not limited to adding additional service area, removing existing service area, and emergency work.

Staff is requesting the City Council authorize the City Manager to approve extensions and any necessary amendments, as well as associated purchase orders (P.O.) for all remaining extensions available, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council (CSD Board) and demonstration by the Contractor of having provided satisfactory performance of the services, per the terms of the Agreement in the prior year(s), and both the City and the Contractor mutually agreeing to extend the Agreement.

ALTERNATIVES

1. Approve the First Extension Agreement for E-3/11-12 with Merchants Landscape Services, Inc. in the form attached hereto to provide for the continuation of landscape maintenance services; authorize the City Manager to execute said First Extension Agreement for E-3/11-12 with Merchants Landscape Services, Inc.; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $158,306.23 ($130,047.36 for Zone E-3 base services, $7,158.96 for Zone E-3A base services, $19,100.00 for Zone E-3 additional work services, and $2,000.00 for Zone E-3A for additional work services); and authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement and authorize the associated P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will ensure uninterrupted landscape maintenance and irrigation services be provided to the parkways and medians associated with the Zones E-3 (Moreno Valley Ranch – West) and E-3A (Lasselle Powerline Parkway) both of which are located in the western portion of the Moreno Valley Ranch Specific Plan.*

2. Do not approve the First Extension Agreement for E-3/11-12 with Merchants Landscape Services, Inc., in the form attached hereto to provide for the continuation of landscape maintenance services; nor authorize the City Manager to execute said First Extension Agreement for E-3/11-12 with Merchants Landscape Services, Inc.; nor authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $158,306.32 ($130,047.36 for Zone E-3 base services, $7,158.96 for Zone E-3A base services, $19,100.00 for Zone E-3 additional work services, and $2,000.00 for Zone E-3A for additional work services); and do not authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement nor authorize subsequent P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative, there will be an interruption in landscape maintenance and irrigation services provided to the parkways and medians associated with the Zones E-3 (Moreno Valley Ranch – West) and E-3A (Lasselle Powerline Parkway) landscaped areas, which will prevent necessary landscape maintenance services from being performed.*

FISCAL IMPACT

Administration and maintenance of Zone E is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills. Revenue from the parcel charges collected for Zone E-3 and E-3A may only be used for landscape maintenances services associated with the parkways and medians in Zones E-3 and E-3A. **The costs for these maintenance services have been budgeted, respectively, for each of these Zones for the coming fiscal year**. **These actions will not impact the City's General Fund.**

The following table represents the base and additional work costs for FY 2013/14 associated with the E-3/11-12 First Extension Agreement for Zones E-3 and E-3A.

Service Area (Zone)	Contractor	GL Account	2013/14 Base Agreement Amount	2013/14 Additional Work Agreement Amount	2013/14 Total Agreement Amount
E-3	Merchants Landscape Services, Inc.	5013-30-79-25709-620910	$ 130,047.36	$ 19,100.00	$ 149,147.36
E-3A	Merchants Landscape Services, Inc.	5013-30-79-25710-620910	$ 7,158.96	$ 2,000.00	$ 9,158.96
		Total	$ 137,206.32	$ 21,100.00	$ 158,306.32

CITY COUNCIL GOALS

Community Image and Positive Environment:

City Council in their capacity as the CSD Board will allow for the continued promotion of community image, as well as neighborhood pride and cleanliness, through continued maintenance of parkways and medians of CSD maintained landscaped areas by approval of this item.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1: First Extension Agreement for E-3/11-12 for FY 2013/14

Attachment 2: First Amendment to the Agreement for E-3

Attachment 3: Agreement for E-3/11-12 for FY 2011/12

Attachment 4: Site Map – Zone E-3 Moreno Valley Ranch – West

Attachment 5: Site Map – Zone E-3A Lasselle Powerline Parkway

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00205569

FIRST EXTENSION AGREEMENT
PROJECT NO. E-3/11-12

MORENO VALLEY RANCH-WEST (E-3) AND LASSELLE POWERLINE PARKWAY (E-3A) MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereinafter, "District") and **Merchants Landscape Services, Inc.** (hereinafter, "Contractor").

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated July 3, 2012, referencing Project No. E-3/11-12 for the maintenance of the District's parkway and median landscaping and irrigation systems associated with Project No. E-3/11-12 – Moreno Valley Ranch West (E-3) and Lasselle Powerline Parkway (E-3A) Maintenance of Parkway and Median Landscaping and Irrigation; and,

WHEREAS, on July 31, 2012, the Contractor was notified of a reduction in turf sq. footage, which reduced the amount of service area in Zone E-3 and reduced the turf line item cost in the Agreement for Zone E-3 from $85,621.56 to $82,821.84, a reduction of $2,799.72, which revised Zone E-3's base cost from $133,101.60 to $130,301.88 (with no change Zone E-3A's base cost of $7,158.96), for a cumulative total of $137,460.84 for base services; and,

WHEREAS, a First Amendment to the Agreement (First Amendment and Agreement hereinafter collectively referred to as "Amended Agreement") was approved by the CSD Board to increase the additional work amount of the Agreement from $11,150.00 to $19,800.00, an increase of $8;650.00; and,

WHEREAS, the Amended Agreement for FY 2012/13 totaled $157,260.84 ($130,301.88 for Zone E-3 base services, $7,158.96 for Zone E-3A base services, $18,900.00 for Zone E-3 additional work, $900.00 for Zone E-3A additional work); and,

WHEREAS, landscape maintenance services provided during the initial term of the Amended Agreement were sufficiently performed; and,

WHEREAS, pursuant to the terms of the Amended Agreement, both parties wish to enter into an extension of the Amended Agreement (First Extension Agreement); and,

WHEREAS, the Amended Agreement, as extended, (First Extension Agreement) shall be extended for a period of twelve (12) months under the following terms:

1. The First Extension Agreement period shall commence on **July 1, 2013** and shall terminate on **June 30, 2014.**

2. In accordance with Exhibit D, 1., B., of the Agreement, this First Extension Agreement shall be considered the first of four possible extensions of the Amended Agreement.

3. For the period of this First Extension Agreement and except where additional compensation is specifically provided for in the Amended Agreement, the District will pay the Contractor for work (labor, materials, supplies, equipment, etc.) performed under this First Extension Agreement for the maintenance of the parkway and median areas for Zones E-3 and E-3A consistent with the payment terms of the Amended Agreement in the total amount of **ELEVEN THOUSAND FOUR HUNDRED THIRTY-THREE AND 86/100 DOLLARS ($11,433.86)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **ONE HUNDRED AND THIRTY-SEVEN THOUSAND TWO HUNDRED SIX AND 32/100 DOLLARS ($137,206.32).**

4. Notwithstanding, Exhibit E, Schedule II, D., 2., A. and B., on page 88 of the Agreement, the unit cost set forth in the Additional Work Price List, for any landscape areas added to the project during the period of this First Extension Agreement shall be as follows:

    a. Additional parkway areas, planters (trees up to 18-feet height, shrubs, ground cover included, as applicable). **$0.00452/sq.ft./mo**.

    b. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included as applicable). **$0.021/sq.ft./mo.**

5. Notwithstanding Exhibit C., 2., E. of the Agreement, for the period of this First Extension Agreement and except as specifically approved by subsequent action of the CSD Board or City Manager as directed by the CSD Board, the Director (the Chief Financial Officer/City Treasurer or their designated appointee) may not authorize additional work pursuant to this First Extension Agreement or the Amended Agreement in excess of the cumulative total of **TWENTY-ONE THOUSAND ONE HUNDRED AND 00/100 DOLLARS ($21,100.00).** This additional work amount would allocate nineteen thousand one hundred ($19,100.00) to Zone E-3 for additional work and two thousand ($2,000.00) to Zone E-3A for additional work.

6. Except as set forth herein, all other terms and conditions of the Amended Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

Moreno Valley Community Services District	Contractor: Merchants Landscape Services, Inc.
By: _____	By: _____
Title: City Manager, Acting in the capacity of District Manager to the Moreno Valley Community Services District	Title: (President or Vice President)
Date: _____	Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary

Date: _____

Affix Corporate Seal Below

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MV00205573

FIRST AMENDMENT TO THE INDEPENDENT CONTRACOR AGREEMENT MORENO VALLEY COMMUNITY SERVICES DISTRICT MORENO VALLEY RANCH – WEST (E-3) AND LASSELLE POWERLINE PARKWAY (E-3A) MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

PROJECT NO. E-3/11-12

This First Amendment to the Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT, a municipal corporation, hereinafter referred to as "CSD," and Merchants Landscape Services, Inc., a California Corporation hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for RFP NO. E3/11-12 PROJECT NO. E-3/11-12, hereinafter referred to as "Agreement," dated July 3, 2012; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform maintenance of landscaping and irrigation of the landscaped parkways and medians for E-3 (Moreno Valley Ranch-West) and E-3A (Lasselle Powerline Parkway) as provided in the Agreement; and,

WHEREAS, the Agreement was authorized in the not-to-exceed (NTE) amount of $151,410.56 ($140,260.56 for base maintenance services to be paid at a rate of $11,688.38 per month, one month in arrears and $11,150.00 for additional work); and,

FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. E-3/11-12

WHEREAS, on July 31, 2012, the Contractor was notified to remove 12,120 sq. ft. of median turf from service to accommodate the roadway extension of Nason Street, south to Iris Avenue, which reduced the amount of median area to be maintained and adjusted the Agreement from $151,410.56 to $148,610.48 (a $2,799.72 reduction in the base maintenance from $140,260.56 to $137,460.84); and,

WHEREAS, the amount of additional work that was identified is greater than anticipated when the Agreement was entered into, which will require an increase in the Agreement's additional work allocation from $11,150.00 to $19,800.00 ($18,900.00 for E-3 and $900 for E-3A), to cover the cost of additional services, including but not limited to labor and materials, for irrigation repairs and replanting services to be performed or provided by the Contractor; and,

WHEREAS, it is desirable to amend the amount of the Agreement from $151,410.56 to $153,360.84 to cover the net increase for additional cost of services, at the unit prices as listed in Exhibit E, I. Schedule II., C. of the Agreement.

SECTION 1 FIRST AMENDMENT to the AGREEMENT:

1.1 Amendment the NTE Agreement amount from $151,410.56 to $153,360.84 ($137,460.84 for base maintenance services, to be paid at a rate of $7,135.13 for the month of July 2012, and $6,880.31 for the months of August 2012 through June 2013, one month in arrears and $19,800.00 for additional work).

FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. E-3/11-12

1.1. a. Base Amount: Base amount was reduced from $140,260.56 to $137,460.84 by $2,799.72 for 12,120 sq. ft. of turf removed from service starting August 1, 2013.

1.1. b. Additional Work : Amend the Additional Work Amount of the Agreement, Exhibit C, Section 2. E from $11,150.00 to $19,800.00, an increase of $8,650.00, to accommodate additional labor and material costs associated with irrigation and replanting services.

SECTION 2

2.1 Except as otherwise specifically provided in this First Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. E-3/11-12

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District

Date: _____

Contractor: Merchants Landscape Services, Inc.

By: _____
Title: (President or Vice President)

Date: 4/26/13

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: 4/26/13

Affix Corporate Seal Below
(If applicable)

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

INDEPENDENT CONTRACTOR AGREEMENT

RFP NO. E-3/11-12
PROJECT NO. E-3/11-12

MORENO VALLEY RANCH-WEST (E-3) AND
LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name	Merchants Landscape Services, Inc.
Street Address	8847 W. 9th Street
Street Address	
City, State, Zip	Rancho Cucamonga, CA 91730
Mailing Address	
(If same as Street Address,	1510 S. Lyon St.
write same or same as above)	Santa Ana, CA 92705
Business Phone (with area code)	(800) 645-4881
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	
Fax Number	(909) 981-1029
Email Address	
Social Security Number	
Business License Number	
Federal Tax ID Number	
Contractor's License Number & Classification	765658 C27

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor the

B. services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

C. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.

D. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

E. The Contract Starting Date is July 1, 2012 and the Contract Ending Date is June 30, 2013. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will consider Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

F. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

A. Control of Work. Except for compliance with service schedules, general and technical provisions (which may also be referred to herein as specifications) and performance standards as provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7]

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Contract.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Moreno Valley Housing Authority of the City of Moreno Valley (MVHA), and the Moreno Valley Community Services District (District), and the their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, MVHA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, MVHA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide

legal defense for both the Contractor and the City, MVHA, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Contract

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/MVHA/District premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.
By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City's Risk Manager prior to the execution of this Contract. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority of the City of Moreno Valley, the Moreno Valley Community Services District, and, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the City of amendment or cancellation, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this

Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.

J. Termination.

1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.

2. The District may terminate this Contract without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall

govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor: 1510 S. Lyon St., Santa Ana, CA 92705
[Mailing Address (Post Office Box, if applicable]
(800) 645-4881
[Telephone number]
(909) 981-1029
[Fax number]
Patrick@merchantslandscape.com
[Email address]

With a copy to:
[Attorney for Contractor, if applicable]
[Street Address]
[Post Office Box, if applicable]
[City, State, Zip]
[Telephone number]
[Fax number]
[Email address]

To District (CSD): MORENO VALLEY COMMUNITY SERVICES DISTRICT
Public Works Department
Special Districts Division
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto, Senior Landscape Services Inspector
Telephone number: 951. 413-3480
Fax Number: 951. 413-3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951. 413-3036
Fax number: 951. 413-3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____
Title: Mayor, acting in the capacity of President of the Board of Directors of the Moreno Valley Community Services District

Date: 7/3/2012

Contractor

By: _____
Title: (President or Vice President)

Date: 6/12/12

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: 6/12/12

Affix Corporate Seal Below
(If applicable)

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
Deputy City Attorney

10-18-12
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

7/9/12
Date

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating one person is authorized to sign on behalf of all officers, attach corporate

PREMIUM IS WRITTEN FOR CONTRACT TERM SUBJECT TO ADJUSTMENT BASED UPON FINAL CONTRACT PRICE

**ONE HUNDRED FORTY THOUSAND TWO HUNDRED SIXTY 56/100

EXECUTED IN DUPLICATE
EFFECTIVE: July 1, 2012 to June 30, 2013
BOND NO. 72BSBGF0365

PREMIUM $ 2,244.00

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

RFP NO. E-3/11-12
PROJECT NO. E-3/11-12
MORENO VALLEY RANCH-WEST (E-3) AND LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the Board of Directors of the Moreno Valley Community Services District, State of California, known as "CSD," has awarded to Merchants Landscape Services, Inc as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as **PROJECT NO. E-3/11-12**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and Hartford Fire Insurance Company A(XV)CA, as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of ** dollars, ($ 140,260.56********), lawful money of the United States, to be paid to the said CSD or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

RISK MANAGEMENT
Approved

M. Alom 6-27-12
By Date

Item No. B.6

MV00205586

FAITHFUL PERFORMANCE BOND
PROJECT NO. E-3/11-12

BOND NO. 72BSBGF0365

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this 13th day of June 20 12.

CONTRACTOR (Principal)	SURETY
Contractor Name: Merchants Landscape Services, Inc.	Name: Hartford Fire Insurance Company A(XV) CA
Address: 1190 Monterey Pass Road Monterey Park, CA 91754	Address: One Pointe Drive, 6th Floor Brea, CA 92821
Telephone No.: 323-881-6701	Telephone No.: 714-674-1321
Print Name: Theodore Haas	Print Name: MARY SMITH Attorney-in-Fact
Signature: [signature]	Signature: Mary Smith

Approved as to Form this
28th day of June 2012

[signature]
Deputy City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

MV00205587

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Orange

On June 13, 2012 (Date) before me, Nadine Rodriguez, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Theodore Haas (Name(s) of Signer(s))

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

NADINE RODRIGUEZ
Commission # 1974930
Notary Public - California
Orange County
My Comm. Expires Apr 13, 2016

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

WITNESS my hand and official seal.

Signature: Nadine Rodriguez (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On June 13, 2012 , before me, Donna M. Green, Notary Public,

personally appeared Mary Smith

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

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

WITNESS my hand and official seal.

DONNA M. GREEN
COMM. #1886017
NOTARY PUBLIC • CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Apr. 16, 2014

Signature Donna M. Green
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
- ☐ PARTNER(S) ☐ LIMITED
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR

OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

MV00205589

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-4 A(XV)CA
P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115
call: 888-266-3488 *or fax:* 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 72-183250

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut A(XV)CA
- [ ] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of unlimited:***

John D. Hunsinger, Mary Smith, Joyce Elzouki, Steven L. Brockmeyer, Ronald C. Wanglin, Donna M. Green
of
Pasadena, CA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Scott Sadowsky, Assistant Secretary

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

CERTIFICATE

Scott E. Paseka
Notary Public
My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 13, 2012.

Signed and sealed at the City of Hartford.

Gary W. Stumper, Assistant Vice President

Item No. B.6

MV00205590

EXECUTED IN DUPLICATE
EFFECTIVE: July 1, 2012 to June 30, 2013

**ONE HUNDRED FORTY THOUSAND TWO HUNDRED SIXTY 56/100

BOND NO. 72BSBGF0365

PREMIUM $ Included In Performance Bond

LABOR AND MATERIALS BOND
(100% of Total Contract Amount)

RFP NO. E-3/11-12
PROJECT NO. E-3/11-12
MORENO VALLEY RANCH-WEST (E-3) AND LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the board of Directors of the Moreno Valley Community Services District of the City of Moreno Valley, State of California, known as "CSD," has awarded to Merchants Landscape Services, Inc., as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement, whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as Project No. E-3/11-12, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and Hartford Fire Insurance Company A(XV)CA, as Surety, are held and firmly bound unto the City of Moreno Valley Community Services District for the City of Moreno Valley, County of Riverside in the penal sum of ** dollars, ($140,260.56*****) (words and figures), lawful money of the United States, to be paid to said CSD or its certain attorney, successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Moreno Valley Community Services District, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the CSD and judgment is recovered, the Surety shall pay all costs incurred by the CSD in such suit, including reasonable attorney fees to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extensions of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

RISK MANAGEMENT
Approved

M. Allen 6-27-12
By Date

MV00205591

LABOR AND MATERIAL BOND
PROJECT NO. E-3/11-12

WITNESS our hands this 13th day of June, 20 12.

PRINCIPAL	SURETY
Name: Merchants Landscape Services, Inc.	Name: Hartford Fire Insurance Company A(XV)CA
Address: 1190 Monterey Pass Road	Address: One Pointe Drive, 6th Floor
Monterey Park, CA 91754	Brea, CA 92821
Telephone Number: 323-881-6701	Telephone Number: 714-674-1321
By: [signature]	By: Mary Smith MARY SMITH
Title: Chairman	Title: Attorney-In-Fact
By:	By:
Title:	Title:

Approved as to form this 28th day of June, 20 12.

[signature]
Deputy City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.**
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).

The bond shall include the address at which the Principal (Contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Orange

On June 13, 2012 (Date) before me, Nadine Rodriguez, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Theodore Haas (Name(s) of Signer(s))

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

NADINE RODRIGUEZ
Commission # 1974930
Notary Public - California
Orange County
My Comm. Expires Apr 13, 2016

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

WITNESS my hand and official seal.

Signature: Nadine Rodriguez (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

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MV00205593

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On June 13, 2012 , before me, Donna M. Green, Notary Public,

personally appeared Mary Smith

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

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

WITNESS my hand and official seal.

DONNA M. GREEN
COMM. #1886017
NOTARY PUBLIC • CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Apr. 16, 2014

Signature Donna M. Green
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
- ☐ PARTNER(S) ☐ LIMITED
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR

OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-4 A(XV)CA
P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 72-183250

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut A(XV)CA
- [ ] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of unlimited:***

John D. Hunsinger, Mary Smith, Joyce Elzouki, Steven L. Brockmeyer, Ronald C. Wanglin, Donna M. Green
of
Pasadena, CA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Scott Sadowsky, Assistant Secretary

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

CERTIFICATE

Scott E. Paseka
Notary Public
My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 13, 2012.

Signed and sealed at the City of Hartford.

Gary W. Stumper, Assistant Vice President

EXHIBIT A
RFP NO. E-3/11-12
PROJECT NO. E-3/11-12

MORENO VALLEY RANCH-WEST (E-3) AND
LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. GENERAL PROVISIONS - SCOPE OF WORK

A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 20, Project Location Map.

B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf, groundcover, and shrub areas designated hereunder; regularly maintain and prune those portions of trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.

E. All work shall be performed in accordance with the General and Technical Provisions of this Contract and in accordance with an approved service schedule, as approved by the Director. Service schedules may be modified with 30 days advance written notice by the District.

2. GENERAL PROVISIONS - SCHEDULING OF WORK

A. The Contractor will adhere to the facilities, equipment and monthly and annual work schedules submitted as a part of the Contractor's RFP, and incorporated herein by this reference. These schedules, and any approved revisions thereto, will be used by the District as a basis for determining Contractor's satisfactory performance.

B. Revisions to facilities, equipment, or monthly and annual work schedules may not be implemented without the prior written approval of the Director. The Contractor is required to submit proposed revisions regarding facilities, equipment or monthly and annual work schedules in writing to the District at the address as set forth in the Independent Contractor Agreement, Section 3, paragraph N. at least ten (10) working days prior to commencing work per the proposed revisions.

C. Failure to submit proposed revisions concerning facilities, equipment, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations. Specialty type maintenance operations includes, but is not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

F. When inclement weather renders performance per the approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor is required to adjust his work force in order to accomplish those work items not affected by weather, and will contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-

performance penalties per Exhibit C, Section 4.

G. For the purposes of this Contract, "Working Days" are Mondays through Thursdays, excluding holidays as provided herein. The hours of on site maintenance service will be from 7:00 a.m. to 4:30 p.m., not including mobilization to or from work site, on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

3. GENERAL PROVISIONS - FUNCTIONS AND RESPONSIBILITIES

A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Appendix B, Monthly Report Form), and shall be

C. submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

D. The Director may require the Contractor to attend meetings with the District field staff at some fixed interval to review the Contractor's operations, and schedule future work as may be ordered by the Director. Failure to attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.

E. The Contractor shall maintain an office at some fixed place, and be listed in the telephone directory in Contractor's own name or in the Contractor's company name. Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph E. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

F. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by telephone, written email, written mailed correspondence or facsimile transmission. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at <u>**any**</u> time:

1. City Manager
2. Director of Public Works
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Street Maintenance Supervisor
7. Senior Landscape Services Inspector
8. Landscape Services Inspector

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. GENERAL PROVISIONS - CONTRACTOR'S STAFF

A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.

C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.

D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements.

   Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. GENERAL PROVISIONS - EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited

above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

6. GENERAL PROVISIONS - COMPLAINTS

A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.

B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B.

C. In addition to the provisions of Section 6., paragraph A. in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. GENERAL PROVISIONS - SAFETY

A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2010 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Exhibit A, Section 3, paragraph J of the Contract Agreement.

8. USE OF CHEMICALS

A. Before the beginning of the Contract period, the Contractor is required to submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS) of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.

B. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.

D. Contractor shall report all fertilizers and pesticides used in the performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3, paragraph B. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the City that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.

B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars ($25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Driver, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL PROVISIONS

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed per the frequency of service table, as set forth in Exhibit E. Should weather and/or site conditions preclude the normally scheduled frequency of this service during any month, or portion thereof, the maintenance schedule shall be modified at the discretion and approval of the Director.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall

be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Provisions - Fertilization, Section 18.

13. Pest control: See Technical Provisions - Pesticide Use, Section 19.

14. Aeration:

    (a) All turf areas shall be aerated per the frequency of service table, as set forth in Exhibit E, unless otherwise directed by the Director;

    (b) Aeration shall be done per the frequency of service table, as set forth in Exhibit E, or as directed by District field staff;

    (c) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

    (d) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

    (e) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

    (f) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions – Fertilization, Section 18.

15. Renovation/thatching and additional areation operations are to be considered Additional Work, per Exhibit C., Section 2.

16. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Trees shall be pruned at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Portions of trees up to eighteen feet (18') in height shall:

   (a) Be pruned to enable successful adaptation to their particular site situation;

   (b) Have no more than one-third (1/3) of living branches removed annually;

   (c) Be fertilized only as directed by District field staff.

6. Portions of trees over eighteen feet (18') in height shall:

   (a) Be inspected annually;

   (b) Pruned and/or trimmed as necessary to maintain proper site orientation;

   (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

   (d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall not be allowed:

   (a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

   (c) Use of pruning paint/pruning compound/wound dressing;

   (d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Provisions – Pesticide Use, Section 19.

13. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Shrubs shall be pruned and/or trimmed per the frequency of service table, as set forth in Exhibit E, unless otherwise directed by the Director, in order to:

   (a) Remove dead, diseased, or damaged branches;

(b) Remove unwanted encroachments into public and/or utility rights-of-way;

(c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned in a manner that will:

(a) Enable successful adaptation to their particular site situation;

(b) Follow the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

6. Pruning tools must:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices are not allowed:

(a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") <u>will be done only when authorized by the Director on a site-specific basis</u>.

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

(c) Use of pruning paint/pruning compound/wound dressing.

8. Fertilization: See <u>Technical Provisions - Fertilization</u>, Section 18.

9. Pest control: See <u>Technical Provisions --Pesticide Use</u>, Section 19.

10. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Technical Provisions, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed per the frequency of service table, as set forth in Exhibit E , unless otherwise directed by the Director in order

to:

(a) Remove dead, diseased, or damaged branches/crowns;

(b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

(c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

(a) To enable successful adaptation to their particular site situation;

(b) In accordance with accepted practices for the particular species in question;

5. Pruning tools shall:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Provisions - Fertilization, Section 18.

8. Pest control: See Technical Provisions –Pesticide Use, Section 19.

9. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

E. WEED CONTROL

1. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

2. Weed control shall be addressed per the frequency of service table, as set forth in Exhibit E, unless otherwise directed by the Director.

3. Chemical weed control: See Technical Provisions – Pesticide Use, Section 19.

4. Site areas subject to weed control per these Specifications include, but are

not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.

5. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

6. Failure to adhere to the specifications of this section of the Technical Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. Said maintenance shall include, but not be limited to: visual and operational inspections; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

3. For the purposes of this section, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

   (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage;

   (b) Be turned off during periods of rainfall, or as directed by District field staff;

(c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

(a) Be operated only when Contractor's personnel are present on site;

(b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;

(c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. Debris/litter control shall be provided per the frequency of service table, as set forth in Exhibit E, unless otherwise stated herein this Section and/or as directed by the Director.

2. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

3. Contractor shall remove from both planted areas and adjacent hardscapes/walkways the following items, which include but are not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by the Contractor before the close of business the working day following notification of this condition.

4. All hardscape areas that include, but are not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

5. The Contractor shall dispose of all debris and litter, as described in paragraphs 1 and 2 above, off-site, and in a legal manner.

6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices such as, televisions,

computers and computer monitors; firearms, ammunition or other appliances. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

7. Failure to adhere to the specifications of this section of the Technical Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in the performance of contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in the course of the performing the contract's Scope of Work services at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

18. TECHNICAL PROVISIONS - FERTILIZER

A. TURF FERTILIZATION

1. Fertilizer shall be applied to turf areas in accordance with Table I, below. At the discretion and request of the Director additional applications at the pricing terms as listed in the additional work section of Scheduled II may be provided. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs
OCT	1	22-5-5*	1.25	5.7 lbs

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See the following section on fertilizers.

**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See the following sections, below, regarding fertilizers.

1. Humus base fertilizers to be applied by drop spreader only.

2. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

3. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

4. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

5. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. All shrubs and ground covers shall be fertilized per the frequency of service table, as set forth in Exhibit E. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification is required to Director five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

19. TECHNICAL PROVISIONS – PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.

3. All pesticide applications shall be applied as directed by the Director.

4. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

5. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. For pesticide application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice a year, as determined by the Director.

   (b) Appropriate chemical control must be used on the following weeds.

   Bermuda Grass
   Kikuyu Grass
   Nutsedge
   Field Bindweed
   Spurge

   The aforementioned list is inclusive; other species may be added by the Director as necessary

   (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

   (a) Snails shall be controlled on a regular basis on the following plant species:

   Agapanthus africanus
   Aptenia sp.
   Gazania sp.
   Hemerocallis sp.

   (b) Snails shall be controlled on an as needed basis on all other plant material.

   (c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

   (a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(b) The Director may require all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(c) The Director may require all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(d) The Director may require all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

(a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Insect and Disease Control

(a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

20. PROJECT LOCATION MAP

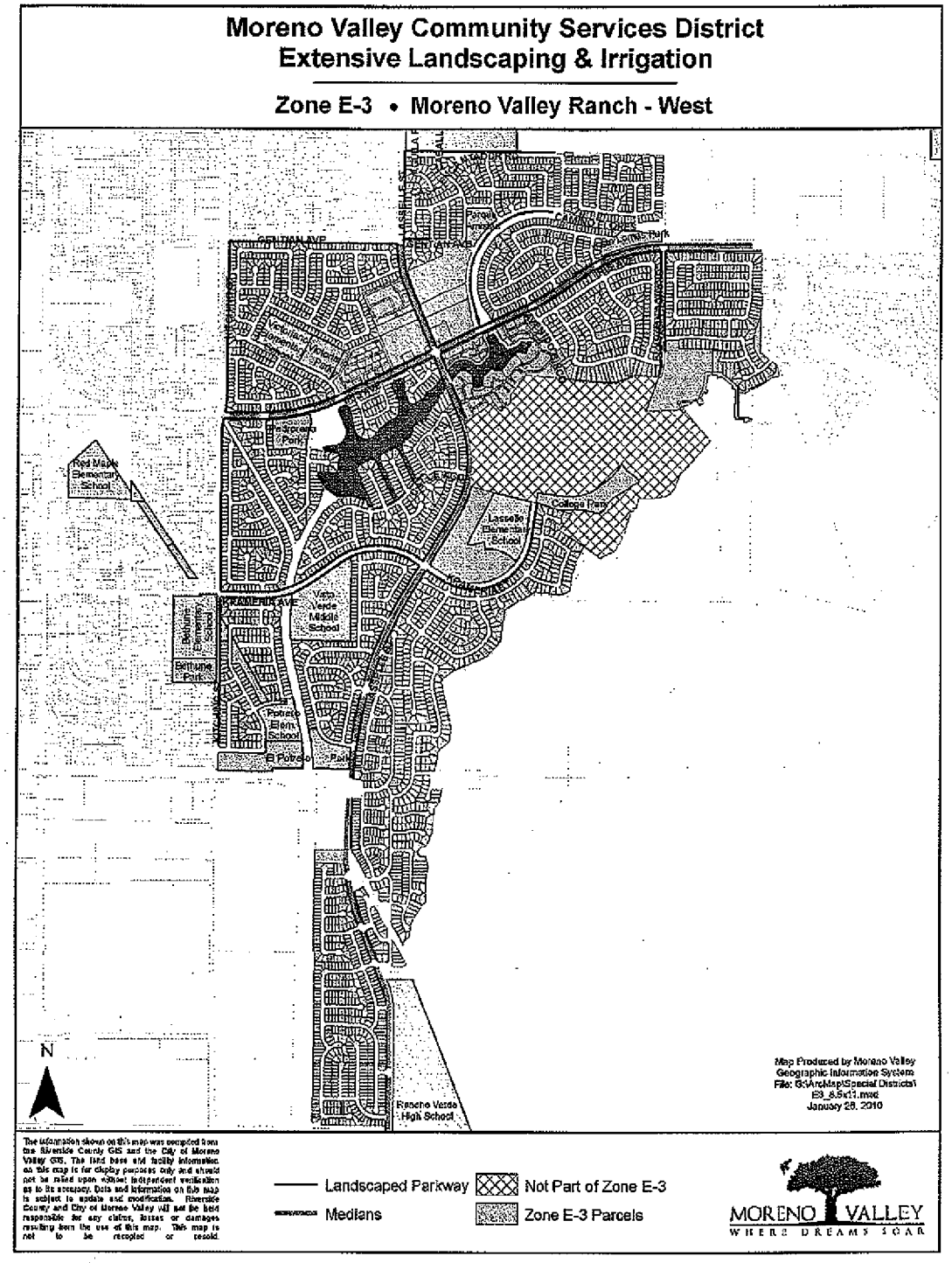

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-3A • Lasselle Powerline Parkway
(Areas de lineas de alta tensión por la Lasselle)

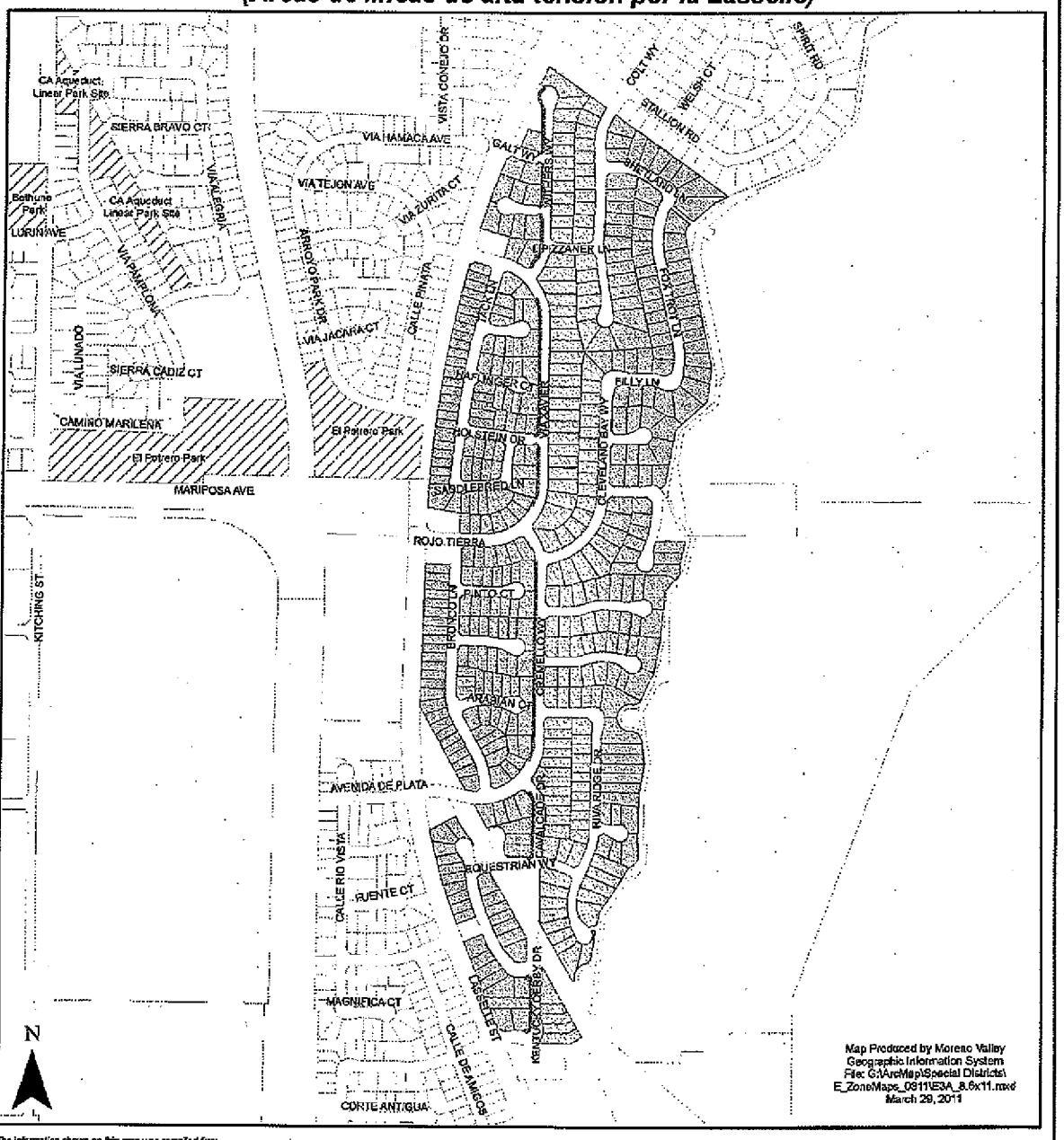

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be resoled or resold.

Landscaped Parkway *(Areas Ajardinadas)*

Zone E-3A Parcels *(Zona E-3A Parcelas)*

MORENO VALLEY
WHERE DREAMS SOAR

EXHIBIT B: District Responsibilities

RFP NO. E-3/11-12
PROJECT NO. E-3/11-12

MORENO VALLEY RANCH-WEST (E-3) AND
LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACT SUPERVISION

A. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.

B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C: Payment Terms
RFP NO. E-3/11-12
PROJECT NO. E-3/11- 12

MORENO VALLEY RANCH-WEST (E-3) AND
LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACTOR'S COMPENSATION

A. The Contractor will be paid monthly per site based upon successful performance of the maintenance services provided in accordance with an approved service schedule for each area/site and in compliance with the terms and provisions of this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports for the: 1) maintenance performed, 2) Greenwaste, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month, and 5) a detailed invoice for services in accordance with the Contract price for the work performed, which shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org.

Accounts Payable questions can be directed to (951) 413-3073.

Copies of invoices and reports will be submitted to the Special Districts Division of the Public Works Department at specialdistricts@moval.org. Calls may also be directed to the Special Districts Division at (951) 413-3480.

B. The Contractor will obtain and keep current during the term of this Contract, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at http://www.moval.org/do_biz/biz-license.shtml.

C. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of eleven thousand, six hundred eighty-eight dollars and thirty-eight/100 ($11,688.38) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed one hundred forty thousand, two hundred sixty dollars and fifty-six/100 ($140,260.56), except as provided for in Section 2 below.

D. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the

completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall_forms.shtml#bf.

E. The minimum information required on all invoices includes:

1. Vendor Name, Mailing Address and Phone Number
2. Invoice Date
3. Vendor Invoice Number
4. City – provided Reference Number (Project No. and Title)
5. Detailed work hours by class title (e.g. Manager, Technician or Specialist), services performed, and rates, explicit portion of a contract amount or detailed billing information is sufficient to justify the invoice amount: single or lump sum amounts without detail are not acceptable.

F. The City shall pay the Contractor for all invoiced and authorized maintenance services within thirty (30) days of receipt of invoice for the same.

G. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2, paragraph C. herein this Exhibit, in addition to the work set forth in Exhibit A, General Provisions - Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Schedule II, Section B & C or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2, paragraph B. below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to

the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in Exhibit E, Schedule II , shall be prorated from the day the Contractor commences work on the additional areas.

D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Schedule II, Section B and C. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).

E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of $11,150.00 for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

A. Work required in the General or Technical Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, telephone, facsimile transmission or in writing.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the District to allow for explanations.

EXHIBIT D: Term of Contract

RFP NO. E-3/11-12
PROJECT NO. E-3/11-12

MORENO VALLEY RANCH-WEST (E-3) AND
LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. TERM OF CONTRACT

A. Following approval by both parties, the Contract will commence on July 1, 2012, and shall terminate June 30, 2013 (12) months thereafter.

B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.

C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.

E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

merchants
landscape services, inc.

COMPANY PROFILE

Merchants Landscape Services is a full service landscape maintenance contractor, which currently operates Five Regional offices in Southern California.

Merchants Landscape Services corporate headquarters is located in Santa Ana. Merchants Landscape is the largest provider of municipal landscape maintenance in Southern California. This growth was accomplished without a marketing department or acquisitions. MLS's corporate philosophy is based on service and client retention. Our Sun Valley branch service's LA and Ventura counties, the Santa Ana and Irvine branch's Orange County, the Rancho Cucamonga branch and our Palm Springs branch service's Riverside and San Bernardino counties. Merchants Landscape Services has over 350 employees and maintains a fleet of over 200 trucks and trailers. Company annual sales will exceed $16,000,000.00 this year.

We have hundreds of accounts encompassing a wide range of maintenance clients. These include national Hotels, Regional Shopping centers, HOA's and commercial centers in every county. Also included are large regional Hospitals, school districts, and County contracts. However, nearly 95% of the company's revenue is generated from municipality landscape maintenance contracts. Merchants Landscape Services is currently servicing the cities of:

Palm Springs	Ontario	Rancho Palos Verde
Anaheim	Riverside	Palos Verde Estates
Orange	Pasadena	San Juan Capistrano
Aliso Viejo	Yorba Linda	Manhattan Beach
Sierra Madre	County of Orange	Irvine
Moreno Valley	Newport Beach	

Merchants welcomes any interested future clients to contact any of our current clients regarding Merchants services.

Merchants Landscape Services is 1 of only 2 landscape maintenance companies in California that are self-insured for workers compensation insurance. Allowing Merchants to maintain a lower cost of operation and provide our clients with very competitive pricing.

The contact lead person for the City of Moreno Valley Ranch will be the Regional Manager Patrick Healy, patrick@merchantslandscape.com. The office is located at 8847 W. 9th St., Rancho Cucamonga, CA. 91730, office # (800) 645-4881, Fax # (909) 981-1029

8847 W. 9th Street • Rancho Cucamonga • CA 91730 • Tel (800) 645-4881 • Fax (909) 981-1029
CA Lic. 765658

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

RFP NO. E-3/11-12
PROJECT NO. E-3/11-12

MORENO VALLEY RANCH-WEST (E-3) AND
LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

RFP NO. E-3/11-12
PROJECT NO. E-3/11-12

MORENO VALLEY RANCH-WEST (E-3) AND
LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

I: SCHEDULE I – VENDOR INFORMATION

A. COMPANY NAME: Merchants Landscape Services, Inc.

TYPE
- Sole proprietor _____
- Partnership _____
- Corporation X

B. COMPANY ADDRESS (STREET) 8847 W. 9th St.

(CITY, STATE, ZIP) Rancho Cucamonga, CA. 91730

C. COMPANY ADDRESS (MAILING) 1510 S. Lyon St.

(CITY, STATE, ZIP) Santa Ana, CA. 92705

D. BUSINESS PHONE NUMBER(with area code) (800) 645-4881

E. SATELLITE OFFICE ADDRESS (if applicable):
See attached Branch List

F. SATELLITE OFFICE PHONE NUMBER See attached

G. CONTRACTOR'S LICENSING INFORMATION:

1. LICENSE NUMBER/CLASSIFICATION/NAME STYLE: 765658 C27
2. NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 13 yrs.
3. LICENSE EXPIRATION DATE: 7-31-13
4. CURRENT LICENSE STATUS: Active

5. PRIOR ACTIONS AGAINST THIS LICENSE? Yes / (No)
6. IF YES, LIST CITATION TYPE AND HOW RESOLVED: _____

H. .COMPANY'S FEDERAL IDENTIFICATION NO.: 95-4725606

I. NAME AND TITLE(s) OF COMPANY OFFICERS:

Mark Brower	President
Theodore Haas	Chairman

J. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES: 13 yrs.

K. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 11 yrs.

L. CURRENT LANDSCAPE MAINTENANCE OPERATIONS

THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED IN ANSWER TO THIS QUESTION (QUESTION L.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

TOTAL NUMBER OF LANDSCAPE MAINTENANCE CONTRACTS: 96

PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 97%

TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: $15,800,000/year

1. NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS:	21	AVERAGE WAGE SCALE: $	30.00/ *
TECHNICIANS:	26	AVERAGE WAGE SCALE: $	19.00/Hr.*
FOREMEN:	69	AVERAGE WAGE SCALE: $	15.00/Hr.*
LABORERS:	220	AVERAGE WAGE SCALE: $	12.00/Hr.*

*Use the fully burdened rate (i.e., taxes, insurance, benefits, OH &P) - This is a prevailing wage project.

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

A. MOTOR VEHICLES
- TYPE: See attached NUMBER: 143
- TYPE: _____ NUMBER: _____

- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____

B POWER EQUIPMENT

- TYPE: SEE ATTACHED NUMBER:_____
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____

II: REFERENCES

Attach Responses to this question on additional sheets – One sheet per reference

A. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.

B. REFERENCE RESPONSES MUST INCLUDE:

1. NAME AND ADDRESS OF AGENCY;
2. NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
3. CONTRACT NAME(S) / NUMBER(S);
4. ANNUAL CONTRACT AMOUNT(S);
5. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
6. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
6. LENGTH OF CONTRACT(S).

C. **THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:**

1. How many (number) of contracts and years under contract?
2. What are/were the Scope of the contract(s), acreage amounts, location(s)?
3. What are/were the Contract amount(s)?
4. Do/did they have adequate (quantity/quality) staffing?
5. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
6. Does staff have the ability to comprehend/speak English?
7. How are/were the appearance, uniforms, and use of safety equipment?
8. Do/did they have availability of additional personnel for extra work/special projects?
9. Is/was the equipment used in good working order?
10. Do/did they have an effective in-company communications system?
11. How is/was the knowledge of project/contract standards?
12. Do/did they have the ability to respond to complaints/requests in a timely fashion?

MERCHANTS LANDSCAPE SERVICES, INC.

References

CITY OF IRVINE
P.O. Box 19575
Irvine, CA. 92623
Contact: Ariel De La Paz
Phone: (949) 724-7619
Project Completion: On going to 2014
Project size in $: $3,000,000/year
City Parks & Sports Parks

CITY OF PALM SPRINGS
3200 Tahquitz Canyon Dr.
Palm Springs, CA. 92262
Contact: Vickie Oltean
Phone: (760) 831-8665
Project Completion: On going to 2013
Project Size in $: $1,200,000/year
Sports Parks, City Parks, Facilities, and Medians

CITY OF ORANGE
230 E. Chapman
Orange, CA. 92866
Contact: Dana Robertson
Phone: (714) 744-7283
Project Completion: On going to 2016
Project size in $: $750,000/year
All City Parks & Assessments Districts

CITY OF PALOS VERDES ESTATES
340 Palos Verdes Drive West
Palos Verdes Estates, CA. 90274
Contact: Carl Mortiz
Phone: (310) 378-0383
Project Completion: On going to 2012
Project size in $240,000/year Parklands and Right of Way Maintenance

CITY OF NEWPORT BEACH
3300 Newport Blvd.
Newport Beach, CA. 92658
Contact: Dan Sereno
Phone: (949) 644-3069
Project Completion: On going to 2012
Project size in $: $650,000/year
All City Medians & Parkways

CITY OF MANHATTAN BEACH
3621 Bell Avenue
Manhattan Beach, CA. 90266
Contact: Juan Price
Phone: (310) 802-5310
Project Completion: On going to 2015
Project size in $: $500,000/year
All City Medians, Parks & Facilities

CITY OF MORENO VALLEY
14325 Frederick St., Ste: 9
Moreno Valley, CA. 92552
Contact: Dan Monto
Phone: (951) 413-3492
Project Completion: On going to 2013
Project size in $64,416.00/year
Maintenance of Parkway & Medians

CITY OF YORBA LINDA
4845 Casa Loma Ave.
Yorba Linda, CA. 92886
Contact: Bruce Carleton
Phone: (714) 961-7170
Project Completion: On going to 2012
Project size in $:420,000.00
City Parks

MV00205633

13. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
14. How accurate & timely is/was billing/invoicing?
15. Have Contract(s) been successfully completed to term?
16. Would you accept future proposals/bids from this company?

III: PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

A. Facilities – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

8847 W. 9th St.
Rancho Cucamonga, CA. 91730

15507 Sunview Circle
Riverside, CA. 92504

B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **Equipment:**

See below

2. **Motor Vehicles:**

1 - F150 with trailer
1 - Ranger Irrigation Truck

3. **Turf Maintenance Power Equipment/Tools:**

1 - Rider Lazer
1 - 36" Walk Behind

4. **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**
(List both powered and hand equipment/tools)

2 - Hedge trimmers
2 - Blowers
2 - String trimmers
1 - Lopper
1 - Hand tool

5. **Irrigation System Maintenance Equipment:**
(List both powered and hand equipment/tools)

Universal Remote
Wire Tracker
All necessary hand tools

6. **Fertilizer Application Equipment:**
(List both powered and hand equipment/tools)

Earthway rotary spreaders
Scotts Accu Pro 2000
Lesco commercial plus 2 speed power spreader
Lesco walk behind spreader

7. **Pesticide Application Equipment:**
(List both powered and hand equipment/tools)

4 gal. Lesco backpack sprayer
Lesco commercial plus 2 speed power sprayer
Lesco commercial plus power sprayers 50 gal. each

C. **Staff**: - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**
(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

1 - Supervisor - Part Time
1 - Foreman - Full Time
4 - Laborer - Full Time & Part Time

2. **Tree Trimming/Maintenance:**
(List any ISA or equivalent certified personnel)

N/A

3. **Irrigation System Maintenance:**
(List technical personnel – include any relevant education, certification, licensing information for each person listed)

1 - Irrigation Tech part time

4. **Pesticide Application:**
(List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.)

1 - QAL Applicator part time

IV: PROPOSED PROJECT WORK SCHEDULES

Pages 70-73 contain blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed scheduled for performing the services as describe in Exhibit A. For those services listed under the Technical Provisions found in Exhibit A, Section 17, and Section 18 B (Shrub & Ground Cover Fertilization) refer to the FREQUENCY OF SERVICE TABLE located in Exhibit E, for **Service Schedule Level 3**, page 74. Use additional sheets as necessary to provide a full and comprehensive response on each of the schedule sheets.

If selected, the awarded Contractor will provide the CSD, within 30 days after contract execution, a mapped work schedule for E-3 and E-3A. Sample mapped work schedules have been provided for reference.

A. MONTHLY SCHEDULE SHEET

1. List all tasks specified to be performed on a weekly or monthly basis for the E-3 and E-3A areas in the box corresponding to the day of the week/month the work is proposed to be performed.

2. Be sure to include administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

B. ANNUAL SCHEDULE SHEET

1. List all tasks specified to be performed for the E-3 and E-3A areas at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which the work is proposed to be performed.

2. Be sure to include any administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

MERCHANTS LANDSCAPE SERVICES, INC.
C CITY OF MORENO VALLEY
ANNUAL MAINTENANCE SCHEDULE 2012
E-3 FULL SERVICE

Merchants Landscape Services
8847 W. 9th Street
Rancho Cucamonga, CA 91730
California Contractor's License
#765668

January 2012

JAN.	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Mow & edge turf weekly	Mow & edge turf weekly Fertilize 22-0-6	Mow & edge turf weekly Broadleaf	Mow & edge turf weekly Broadleaf Aerate	Mow & edge turf weekly	Mow & edge turf weekly Fertilize 22-5-5	Mow & edge turf weekly Aerate	Mow & edge turf weekly	Mow & edge turf weekly	Mow & edge turf weekly De-thatching Aerate Fertilize 22-5-5	Mow & edge turf weekly	Mow & edge turf weekly
Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees pre-emergence Weed Control	Trim shrubs ground cover, Vines & trees snail bait Fertilize Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees snail bait Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Inspection of trees Fertilize Weed Control	Trim shrubs ground cover, Vines & trees snail bait Weed Control	Trim shrubs ground cover, Vines & trees pre-emergence Weed Control	Trim shrubs ground cover, Vines & trees Weed Control
Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly
Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week

merchants landscape services, inc.

MERCHANTS LANDSCAPE SERVICES, INC.
C CITY OF MORENO VALLEY
ANNUAL MAINTENANCE SCHEDULE 2012
E-3 SERVICE SCHEDULE LEVEL 2

Merchants Landscape Services
8847 W. 9th Street
Rancho Cucamonga, CA 91730
California Contractor's License
#765868

January 2012

JAN.	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Mow & edge turf bi-weekly	Mow & edge turf bi-weekly Broadleaf Fertilize	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly Aerate	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly Fertilize	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly Aerate	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly
	Trim shrubs ground cover, Vines & trees Weed Control		Trim shrubs ground cover, Vines & trees Fertilize Weed Control		Trim shrubs ground cover, Vines & trees Weed Control		Trim shrubs ground cover, Vines & trees Weed Control	Inspection of trees Fertilize	Trim shrubs ground cover, Vines & trees Weed Control		Trim shrubs ground cover, Vines & trees Weed Control
Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly
Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week

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MERCHANTS LANDSCAPE SERVICES, INC.
C CITY OF MORENO VALLEY
ANNUAL MAINTENANCE SCHEDULE 2012
E-3 SERVICE SCHEDULE LEVEL 3

Merchants Landscape Services
8847 W. 9th Street
Rancho Cucamonga, CA 91730
California Contractor's License
#765668

January 2012

JAN.	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Mow & edge turf bi-weekly	Mow & edge turf bi-weekly Fertilize	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly Aerate	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly Fertilize	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly
Trim shrubs ground cover, Vines & trees Weed Control			Trim shrubs ground cover, Vines & trees Fertilize Weed Control			Trim shrubs ground cover, Vines & trees Weed Control		Inspection of trees	Trim shrubs ground cover, Vines & trees Weed Control		
Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly
Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week

Merchants Landscape Services
8847 W. 9th Street
Rancho Cucamonga, CA 91730
California Contractor's License
#765859

MERCHANTS LANDSCAPE SERVICES, INC.
C CITY OF MORENO VALLEY
ANNUAL MAINTENANCE SCHEDULE 2012
E-3A FULL SERVICE

January 2012

JAN.	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees pre-emergence Weed Control	Trim shrubs ground cover, Vines & trees snail bait Fertilize Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees snail bait Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Inspection of trees Fertilize Weed Control	Trim shrubs ground cover, Vines & trees snail bait Weed Control	Trim shrubs ground cover, Vines & trees pre-emergence Weed Control	Trim shrubs ground cover, Vines & trees Weed Control
Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly
Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week

merchants landscape services, inc.

MERCHANTS LANDSCAPE SERVICES, INC.
C CITY OF MORENO VALLEY
ANNUAL MAINTENANCE SCHEDULE 2012
E-3A SERVICE SCHEDULE LEVEL 2

Merchants Landscape Services
8847 W. 9th Street
Rancho Cucamonga, CA 91730
California Contractor's License
#765858

January 2012

JAN.	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
	Trim shrubs ground cover, Vines & trees Weed Control		Trim shrubs ground cover, Vines & trees Fertilize Weed Control		Trim shrubs ground cover, Vines & trees Weed Control		Trim shrubs ground cover, Vines & trees Weed Control	Inspection of trees Fertilize	Trim shrubs ground cover, Vines & trees Weed Control		Trim shrubs ground cover, Vines & trees Weed Control
Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly
Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week

City of Moreno Valley
Landscape Maintenance Crew

E-3 E-3A Level 3 Jan-12

3 man detail crew	3 man detail crew	4 man mow crew	4 man mow crew		
Monday	*Tuesdays*	*Wednesdays*	*Thursday*	*Fridays*	*Legend*
E-3 Detail Crew	E-3 Detail Crew	E-3 Mow and Edge	E-3 Mow and Edge		1st Week
E-3 Detail Crew	E-3 Detail Crew	E-3 Detail Crew	E-3 Detail Crew		2nd Week
E-3 Detail Crew	E-3 Detail Crew	E-3 Mow and Edge	E-3 Mow and Edge		3rd Week
E-3 Detail Crew	E-3 Detail Crew	E-3 Detail Crew	E-3 Detail Crew		4th Week

MV00205643

City of Moreno Valley
Landscape Maintenance Detail Crew

E-3 E-3A

Level 3

1 man irrigator	1 man irrigator				
Mondays	*Tuesdays*	*Wednesdays*	*Thursday*	*Fridays*	*Legend*
Inspection Area E-3	Inspection Area E-3				1st Week
Inspection Area E-3	Inspection Area E3A				2nd Week
Inspection Area E-3	Inspection Area E-3				3rd Week
Inspection Area E-3	Inspection Area E-3A				4th Week

Date: Moreno Valley site inspection form

1 Moreno Valley Ranch West E-3
2
3 Lasselle Powerline Parkway E-3A
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MV00205645

V: FREQUENCY OF SERVICE TABLE

Service Type	Service Schedule Level 1 (4 Week)	Service Schedule Level 2 (8 Week)	Service Schedule Level 3 (12 Week)
17.A. Turf Care			
Mow/edge/trim	Weekly	Every other week	Every other week
Aeration	Bi-annually (Spring & Fall)	Bi-annually (Spring & Fall)	Annually (Spring)
17.C. Shrub Care			
Prune/trim	Monthly	6x's per year	4x's per year
17.D. Ground Cover			
Prune/trim	Monthly	6x's per year	4x's per year
17.E. Weed Control			
Weed control	Monthly	6x's per year	4x's per year
17.G. Debris/Litter			
Debris/Litter removal	Weekly	Every other week	Monthly
18.A. Turf Fertilization	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)
18.B. Shrub/Ground Cover Fertilization	2x's per year (April & Sept.)	2x's per year (April & Sept.)	1x per year (April)

VI: SAMPLE SERVICE SCHEDULES

A. E-3 – 4 WEEK ROTATION (Service Schedule Level 1)

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-3 Landscaping Schedule

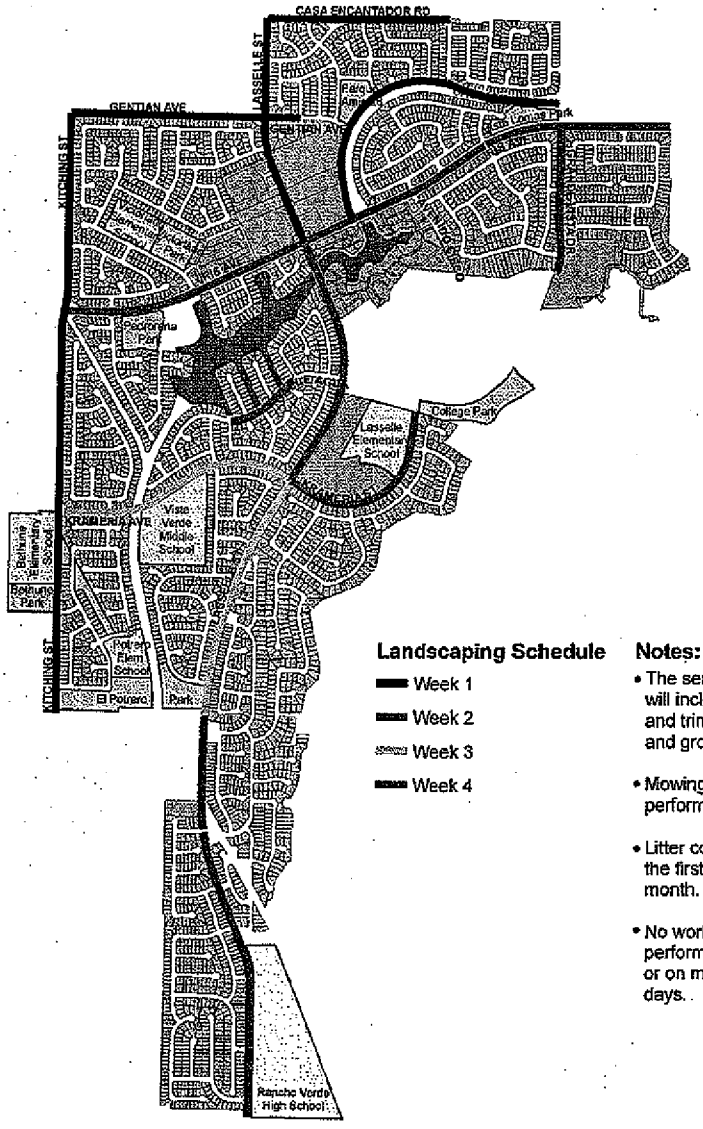

Notes:

- The service for each area will include weed control and trimming of shrubs and groundcover.
- Mowing of turf is performed every ~~2 weeks.~~ week.
- Litter control is performed the first Wed. of each month.
- No work shall be performed on City holidays or on mandatory furlough days.

N

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Map Produced by Moreno Valley
Geographic Information System
File: G:\ArcMap\Special Districts\
MorenoRanch_LandscapingSchedule_4wk.mxd
November 16, 2011

MORENO VALLEY
WHERE DREAMS SOAR

B. E-3 - 8 WEEK ROTATION (Service Schedule Level 2)

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-3 Landscaping Schedule

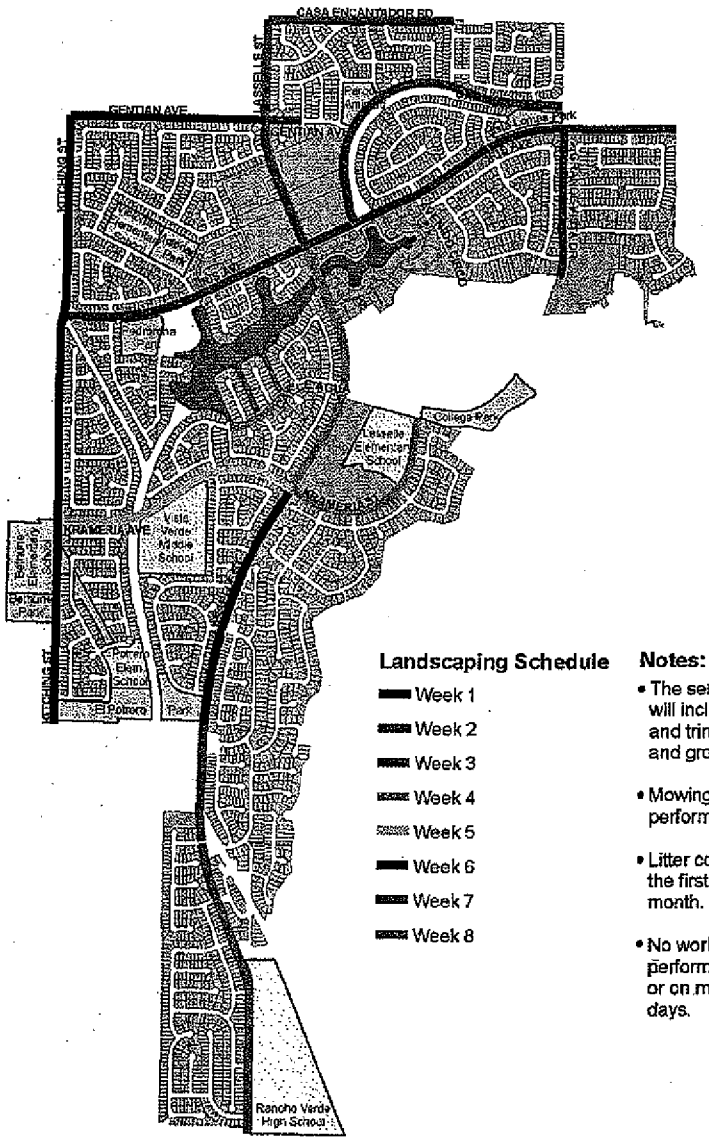

Landscaping Schedule

- Week 1
- Week 2
- Week 3
- Week 4
- Week 5
- Week 6
- Week 7
- Week 8

Notes:

- The service for each area will include weed control and trimming of shrubs and groundcover.
- Mowing of turf is performed every 2 weeks.
- Litter control is performed the first Wed. of each month.
- No work shall be performed on City holidays or on mandatory furlough days.

N

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be copied or resold.

Map Produced by Moreno Valley
Geographic Information System
File: G:\ArcMap\Special Districts\
MovalRanch_LandscapingSchedule_8wk.mxd
November 15, 2011

MORENO VALLEY
WHERE DREAMS SOAR

MV00205648

C. E-3 - 12 WEEK ROTATION (Service Schedule Level 3)

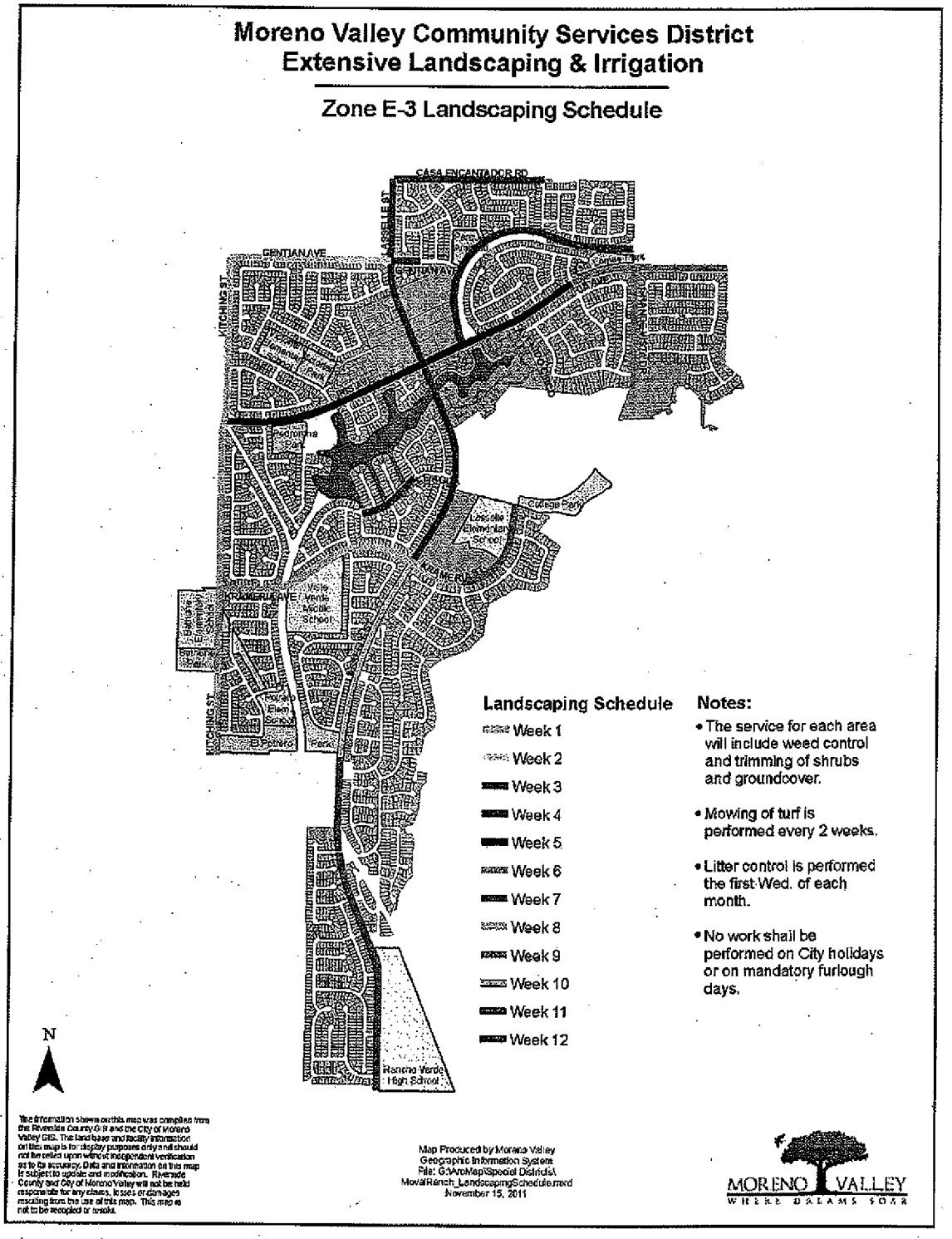

D. E-3A

The area shall be maintained at the frequency of every 4 weeks (service schedule level 1), 8 weeks (service schedule level 2), or 12 weeks (service schedule level 3).

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-3A • Lasselle Powerline Parkway
(Areas de lineas de alta tensión por la Lasselle)

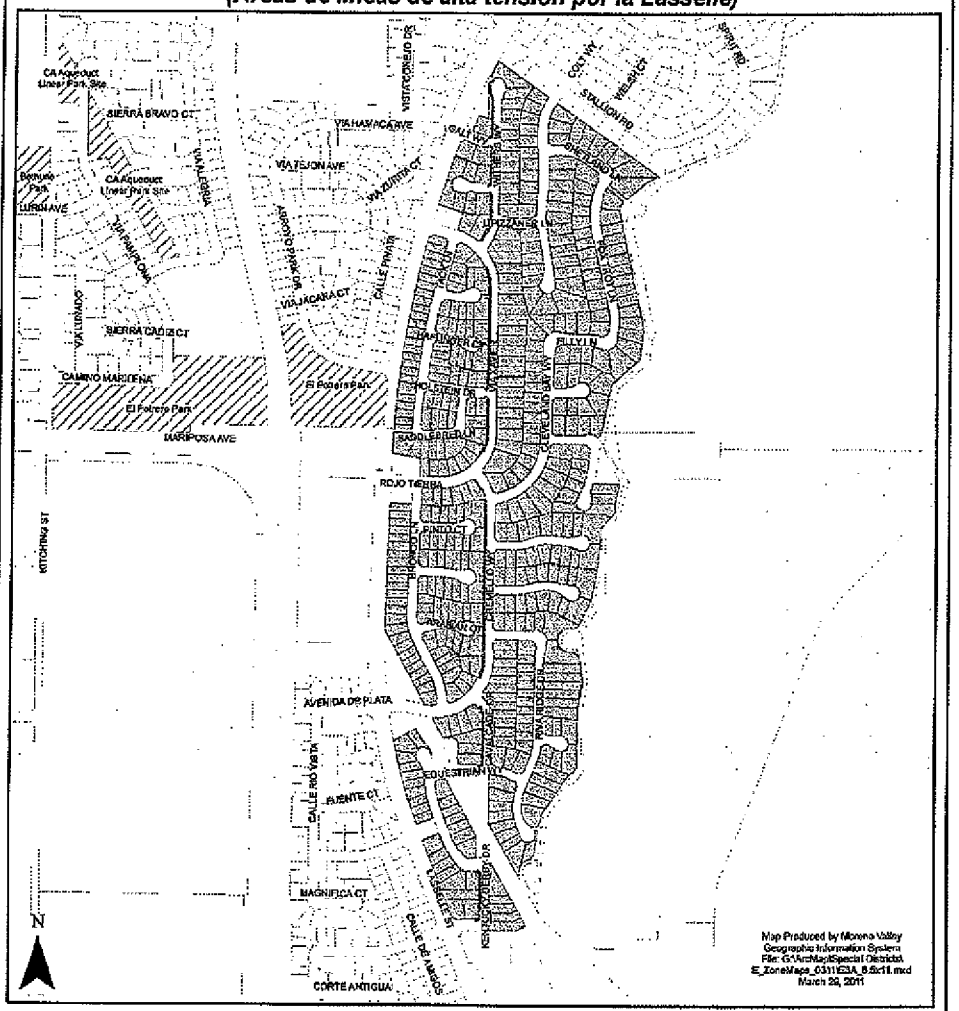

Landscaped Parkway *(Areas Ajardinadas)*

Zone E-3A Parcels *(Zona E-3A Parcelas)*

MORENO VALLEY

VII. PROPOSED ANNUAL MATERIAL SCHEDULE

A. Fertilizers:

List the fertilizers to be furnished to execute work tasks specified in Exhibit A. Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
23-5-10	180 bags - 50 lbs.	$3,600.00

B. Pesticides:

List pesticides to be furnished to execute work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Snap shot - pre-emergent	150 lbs.	$300.00
Fusilade - Herbicide	3 pints	$210.00
Fumitoxin - Gopher control	15 flask	$390.00
M-pede-insecticide	36 gal.	$120.00

VIII. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

A. Communications:

The General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Scope of Services specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

Merchants has a 24 hour/7 days a week dispatch manned by Merchants employees. Also, all Area Managers have Sprint phones/radios with Blackberry capability for field e-mail access. All crew foreman also have Sprint phones/radios. All of the above allows Merchants to have a 24 hours, 7 days a week rapid communication capabilities.

B. Traffic Safety:

The General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

Merchants possesses all it's own traffice control devices, including arrow boards, delinators signage etc. It is very versed and experienced in caltrans requirements. It practices traffic control daily in Cities through out Southern California.

C. **Greenwaste Recycling:**

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

Burrtec Waste Industries, Inc.
9820 Cherry Ave.
Fontana, CA. 92335
Contact: Vicent - (800) 998-8774

Burrect Waste Industries, Inc.
1850 Aqua Mansa Rd.
Riverside, CA. 92509
Contact: Judy Davis - (951) 786-0639

Aqua Mansa Waste Site
1830 Aqua Mansa Rd.
Riverside, CA. 92509
(951) 786-0544

IX. LIST OF SUBCONTRACTORS

A. SUBCONTRACTORS:

In compliance with the provisions of Government Code, Section 4102, the undersigned Proposer sets forth the name and location (address) of the place of business of each subcontractor who will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
None		

RFP NO. E-3/11-12

X. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE _____

PRINTED NAME Mark Brower

TITLE President

COMPANY NAME Merchants Landscape Services, Inc.

DATE February 17, 2012

RFP NO. E-3/11-12

XI. PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the Moreno Valley Community Services District and Merchants Landscape Services and further , the aforesaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind Merchants Landscape Services to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT (PRINTED), SIGNED AND DATED

SIGNATURE _____

NAME Mark Brower

TITLE President

COMPANY NAME Merchants Landscape Services, Inc.

DATE February 17, 2012

MERCHANTS LANDSCAPE SERVICES

BRANCH LIST

Pomona Branch
8847 W. 9th Street
Rancho Cucamonga CA, 91730
Regional Manager – Patrick Healy

Phone: 800-645-4881
Fax: 909-981-1029
Cell: 310-864-9900

Los Angeles Branch
11220 ½ Peoria St.
Sun Valley, CA 91352
Regional Manager – Patrick Healy

Phone: 800-645-4881
Fax: 818-504-2578
Cell: 310-864-9900

Orange County
1639 E. Edinger Ave. Building # C
Santa Ana, CA 92705
O.C. Regional Manager – Martin Herrera

Phone: 800-645-4881
Fax: 714-972-3185
Cell: 714-720-1330

Irvine Branch
1510 S. Lyon St.
Santa Ana, CA. 92705
O.C. Regional Manager – Martin Herrera

Phone: 800-645-4881
Fax: 714-972-3185
Cell: 714-720-1330

Palm Springs Branch
1130 Valdivia, Suite #A
Palm Springs, CA 92262
Branch Manager – Mike Kartchner

Phone: 800-645-4881
Fax: 760-864-9528
Cell: 760-802-4519

MV00205657

merchants landscape services, inc.

EQUIPMENT INVENTORY

Revised 10-18-11

Description	Serial #
22" Double Sided	8040608
22" Double Sided	9111852
4.0HP Honda	C11118
4.0HP Honda	C11471
Aerator - John Deere 1500 A20857	M01500X025435
Aerator - Lesco / push behind	72260835
Aerator Classen 42" 3 pt hitch	720263984
Aerator Drum 70"	20637
Aerator Gearmore w/tank	614002 / A20977
Aerator Hasqaverna walk behind	53058177
Aerator Honda 25.5 - Blu H742	83970569
Aerator Landpride PTO CA2560	574628
Aerator Model 968982105 Husquarna	8400476
Aerator Tow - Lesco	72260739
Aerator Tow behind	645
Aerator Walk behind	74238666
Aireator - Orange	53058177
Arborist's Saw 35cc	167677832
Arborist's Saw 35cc	169484303
Auger Honda Engine	A20849
Auger post hole digger w/2" - Echo A20447	E02103003542
Avger Honda/Ground hog-Mod. C71-5	1741792
Backpack Blower	271288400
Backpack blower	272069304
Backpack blower	272069313
Backpack blower	272069325
Backpack blower	T14211001105
Backpack blower	272069301

Description	Serial #
Backpack blower 36"-Walk behind Model TH	824945
Backpack blower Echo 44cc carb II	P08111002945
Backpack blower Echo-PB-413	P0811003315
Backpack blower Husquvarna - 145BF	3003305
Backpack blower Husquvarna - 145BF	965102305
Backpack blower STIHL-BR-550	271665390
Backpack blower STIHL-BR-550	271665392
Backpack blower STIHL-BR-550	271665400
Backpack blower STIHL-EB8520	8100766
Backpack blower STIHL-EB8520	8100911
Backpack blower STIHL-EB8520	9051522
Backpack blower STIHL-EB8520	9071730
Backpack blower STIHL-EB8520	9071742
Backpack blower STIHL-EB854	T14211001168
Backpack blower STIHL-EB854	T14211001170
Bagging System - Exmark LHPUV4650	718814
Battery Charger (for 6 & 12 volts) Model #7200	
Bit- 5 gallon	
Bit- 5 gallon	
Blower	4000-736
Blower	4001270-04
Blower	P02311002461
Blower	4001276-04
Blower	P02311002514
Blower	P02311025542
Blower	P02311025546
Blower	P02311025631
Blower	P08211002836

Item No. B.6

merchants landscape services, inc.

Description	Serial #
Blower	30002315
Blower	P02311025233
Blower	P02311025283
Blower	P02311025284
Blower	P02311025301
Blower	P02311025321
Blower	P02311025331
Blower	P02311025342
Blower	P02311025536
Blower	P02311026296
Blower	P33011002057
Blower - Echo	#09005538
Blower - Echo	D08111003544
Blower - Echo	O90005598
Blower - Echo	P02011001417
Blower - Echo	P08011015596
Blower - Echo	P08111002393
Blower - Echo	P08111002736
Blower - Echo	P08111002768
Blower - Echo	P08111002852
Blower - Echo	P08111003367
Blower - Echo	P08211002735
Blower - Echo	P08211003677
Blower - Echo	7611021673
Blower - Echo (blue)	2004117
Blower - Echo PB500HT	P02311006658
Blower - Echo PB500HT	P02311008859
Blower - Echo PB500HT	P02311023203

Description	Serial #
Blower - Echo PB500HT	P02311023292
Blower - Echo PB500HT	P02311023295
Blower - Echo PB500HT	P33011001514
Blower - Hasqvarna (green/black)	3004020
Blower - Hasqvarna (white)	3003318
Blower - Husqvama	3000793
Blower - Husqvama	3003317
Blower - Husqvama	3003850
Blower - Husqvama	3003867
Blower - Husqvama (black)	2005701
Blower - Husqvama (black)	3002024
Blower - Husqvama (black)	3002032 - 551139
Blower - Husqvama (orange)	3003215
Blower - Husvarna	60084
Blower - Husvarna	2001840
Blower - Husvarna	2003287
Blower - Husvarna	2011846.00
Blower - Husvarna	3000791
Blower - Husvarna	5000437
Blower - Husvarna	13000710
Blower - Kawaski (yellow)	56002021
Blower - PB500HT	P02311003668
Blower - PB500HT	P02311003698
Blower - PB500HT	P02311003707
Blower - PB500HT	P02311003795
Blower - PB500HT	P02311020201
Blower - Shindawa	4107423
Blower (Back Pack) 1 Echo 50CC Model PB50	S69311005757

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Description	Serial #
Blower (Backpack)	904091
Blower (Backpack)	904093
Blower (Backpack)	904095
Blower (Backpack)	904097
Blower (Backpack)	285717301
Blower (Backpack)	T14211001051
Blower (black & white)	1002106
Blower (Mist) Model MD155DX-Maruyama	267622333
Blower (Mist) Model SR420Z-STILI	267622355
Blower back pak	9535115-76
Blower Backpack	904107
Blower Backpack	80704100
Blower Echo	P08211003528
Blower Echo	P08211003546
Blower Echo	PO8111001519
Blower Echo 4600	21171
Blower Echo 4600	9003418
Blower Echo 4600	42023570602
Blower Echo 4600	570411001510
Blower Echo Model PB413-H	2002773
Blower Echo Model PB413-H	2004160
Blower Husquvarna	2003214
Blower Husquvarna	3000795
Blower Husquvarna	3003206
Blower Husquvarna	5000061
Blower Husquvarna	5000435
Blower Husquvarna	7003839
Blower Husquvarna	10004766

Description	Serial #
Blower Echo Model PB413-H	9002264
Blower Echo Model PB415T	P08111001232
Blower Husquarna 145BF	2003219/2003223
Blower Husquvarna	1569
Blower Husquvarna	20001849
Blower Husquvarna	30002728
Blower Husquvarna	50000441
Blower Husquvarna	70924381
Blower Low Noise - Echo PB460LN	P08211002855
Blower Low Noise - Echo PB460LN	P08211003319
Blower Low Noise - Echo PB460LN	P08211003392
Blower Low Noise - Echo PB460LN	P0821100344
Blower Low Noise - Echo PB460LN	P08211003529
Blower Low Noise - Echo PB460LN	P08211003538
Blower Low Noise - Echo PB460LN	P08211003541
Blower Low Noise - Echo PB460LN	P08211003715
Blower Low Noise - Echo PB460LN	P08211006691
Blower Low Noise - Echo PB460LN	P08211006767
Blower Red Max Model EB2500	216836
Blower Red Max Model EB2500	71003044
Blower Red Max Model EB2500	E1325000
Blower Redmax	80206383
Blower Redmax Model EBZ5000	50403101
Blower Redmax Model EBZ5000	56300609
Blower Solo backpack	
Blower Stihl	271665391
Blower Stihl	No serial#
Blower, Frame, Throttl	4001266

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Description	Serial #
Blower, Frame, Throttl	620001275
Blower, Frame, Throttl	620001276
Blower, Frame, Throttl	620001279
Blower, Frame, Throttl	4000726
Blower, Frame, Throttl	4000728
Blower, Frame, Throttl	4000736
Blower, Frame, Throttl	40000739
Blower, Frame, Throttlb	4001279
Blower/Hip Throttle - Echo PB413HC	P08011020164
Blower/Hip Throttle - Echo PB413HC	P08011020184
Blower/Hip Throttle - Echo PB413HC	P08011020191
Blower/Hip Throttle - Echo PB413HC	P08011020193
Blower/Hip Throttle - Echo PB413HC	P08011020197
Blower-low noise	1002836
Blower-Redmax	EBZ9100-CA
Blower-Shindawa	90717
Bluebird 22" Flail Power rake	072330206
Bottle jack 10 tons	
Bulldog 500 Gallon Water trailer	
Cart Cushman	99000804
Chain Saw - Homelite	ATL1942287
Chain Saw - Husqvarna	SM080300474
Chain saw - STHL (Big)	30030006821
Chain saw (small) - Echo	2037266
Chain Saw 1 Echo 32.6cc Chain Saw 14" bar top handle	C07811002340
Chain Saw 1 Echo 32.6cc Chain Saw 14" bar top handle	C07711009382
Chain Saw 14"	285232710
Chain Saw 14"	285232715

Description	Serial #
Chain Saw 14"	C07611009915
Chain Saw 16" - Echo	C07611003642
Chain Saw 16" - Echo	C07611007001
Chain Saw Echo	341
Chain Saw Echo	2027080
Chain Saw Echo	2054689
Chain Saw Echo - 16"	C14709004338
Chain Saw Echo - 16"	CS378-16
Chain Saw Echo Model CS341	2027183
Chain Saw Husqvarna 36cc	74439484
Chain Saw Stihl	269159862
Chainsaw - Echo	C08011005435
Chainsaw - Echo small	2029100
Chainsaw - Stihl	3005000409
Chainsaw - Stihl	11226610503
Chainsaw - Stihl	30050007409
Chainsaw - Stihl	ms250
Chainsaw 14" Echo-C-S 341	C07611003730
chainsaw 18"	279612776
Chainsaw 18" 3/8 62DL	C08111239931
chainsaw 18" - STI MS250-18	278327202
chainsaw 18" MS250-18	279612761
Chainsaw 20" Echo-C-S 520	5019852
Chainsaw 20" Echo-C-S 520	5033518
Completing Kit - Exmark LHPUV	109-1014
Completion Kit - Exmark 109-1169	
Cushman w/hi/low hydraulics & PTO kit	
Dethatcher - 22" Flail 5.5hp Hon	81762524

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Description	Serial #
Dethatcher - 22" Flail 5.5hp Hon	85075089
Dethatcher PTO Vrismo (purchased from Eberhard)	
Dethatcher walk behind - BlueBird	54262662
Dethatcher walk behind - BlueBird	72330206
Drive kit 60" - Exmark 109-1167	109-1167
Drive kit 60" - Exmark 109-1167	
Edge Trimmer - Model 300-1C	B795989
Edge Trimmer - Model 308-H	B66969
Edge trimmer long	S69311004793
Edger - Echo	ACN006662862
Edger - Power trim	5685110011570
Edger - Power trim	B84597
Edger - Power trim	S68511001565
Edger - Power trim	S68511001644
Edger 3.5 hp	C11444
Edger 3.5 hp - POW200-4	C07182
Edger 3.5 hp - POW200-4	C07223
Edger 3.5 hp - POW200-4	C07414
Edger 3.5hp	C06522
Edger 3.5hp	C11443
Edger 3.5HP - POW 200-4	C05761 / 0802213YA85180
Edger 3.5HP - POW 200-4	C05802 / 080213YA85196
Edger 3.5HP - POW 200-4	C06093
Edger C05761	0802213YA25180
Edger C05802	080213YA85196
Edger Echo	568511001524
Edger Echo pe200	68211001143
Edger Pole - Echo	568511001483

Description	Serial #
Edger Power Trim	B57935
Edger Power Trim	B78716
Edger Power Trim	B78717
Edger Power Trim	B83926
Edger Power Trim	B87644
Edger Power Trim	B87852
Edger Power Trim	BA7906
Edger Power Trim 208	66777
Edger Power Trim 308	72710
Edger Power Trim 308	9001229
Edger Power Trim - PE265C	S68511001508
Edger Power Trim 308	6caat1119102
Edger Power Trim Model 208-H	B79589
Edger Stick	9111088
Edger Stick	9111115
Edger Stick	9111978
Edger Stick	1001340
Edger Stick	6002219
Edger Stick - Echo	9092498
Edger Stick - Echo	60001916
Edger Stick - Echo	E29111002326
Edger Stick STIHL-FC-100	267090447
Edger Stick STIHL-FC-100	269791095
Edger Stick STIHL-FC-100	367090578
Edger Stick Echo-LE242	9111087
Edger Stick Echo-PE-261	6002515
Edger Trimmer - Model 308-H	B43973
Gator turf - John Deere	19342

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Description	Serial #
Gator turf - John Deere	19356
Gator turf - John Deere	W004X2X090777
Gator-John Deere	W04X2XD014093
Gator-John Deere	W04X2XD0142236
Gator-John Deere	W04X2XD014241
Gator-John Deere	W0TURFD002862
Gator-John Deere	W0TURFD003334
Gator-John Deere	W0TURFD0035691
Gator-John Deere	WOTURF019344
Gator-John Deere	WOTURFD003335
Gator-John Deere (Used)	W0TURD002841
Grinder Belly	
Grinder Dewal 41/2"	
Hedge Shear Echo	564811010220
Hedge Shear Echo	6006058
Hedge Shear Echo	6006770
Hedge Shear Echo	6006798
Hedge Shear Echo	6008575
Hedge Shear Echo	6008816
Hedge Shear Echo	6009894
Hedge Shear Echo	6009981
Hedge Shear Echo	6010099
Hedge Shear Echo	S69311005741
Hedge Shear Echo Extention	6004692
Hedge Shear Echo Extention	6008217
Hedge Shear Echo Extention	6014049
Hedge Shear Echo Extention	69311003529
Hedge Shear Echo Extention	569311004400

Description	Serial #
Hedge Shear Echo Extention	569311001274
Hedge Shear TMC	533404
Hedge Shear TMC	552890
Hedge Shear TMC	553495
Hedge Shears - ECHO HC233	6004549
Hedge trimmer	588853
Hedge trimmer	588854
Hedge trimmer	588867
Hedge trimmer	588901
Hedge Trimmer	1004793
Hedge Trimmer	1005229
Hedge Trimmer	1005236
Hedge Trimmer	1005485
Hedge trimmer	1005488
Hedge trimmer	1005490
Hedge Trimmer	11003249
Hedge Trimmer	S64811011231
Hedge trimmer	S69311008840
Hedge Trimmer	11001362
Hedge trimmer	588853
Hedge trimmer	5009808
Hedge Trimmer - 22.6cc	590924
Hedge Trimmer - Echo	5001832
Hedge Trimmer - Echo	6004017
Hedge Trimmer - Echo	S64811012945
Hedge Trimmer - Echo	S69311008777
Hedge Trimmer - Echo	6006213
Hedge Trimmer - Echo	18080090

MV00205663

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Description	Serial #
Hedge Trimmer - Echo	002923
Hedge Trimmer - Echo	5001087
Hedge Trimmer - Echo	S64811010440
Hedge Trimmer - Echo	S6481110509
Hedge Trimmer - Echo (black)	6002168
Hedge Trimmer - Echo (orange)	6001352
Hedge Trimmer - Echo (white)	6008220
Hedge Trimmer - Echo (yellow)	6006220
Hedge Trimmer - Echo Articulated Shaft	T43011001293
Hedge Trimmer - Echo Articulated Shaft	T43011001304
Hedge Trimmer - Echo Articulated Shaft	T43011001345
Hedge Trimmer - Echo Articulated Shaft	T43011001351
Hedge Trimmer - Echo Articulated Shaft	T43011001358
Hedge Trimmer - Echo Articulated Shaft	T43011001379
Hedge Trimmer - Echo stick	6006785
Hedge Trimmer - Extension	5009936
Hedge Trimmer - Extension	569311005497
Hedge trimmer - HC235	S64811010752
Hedge trimmer - HC235	S64811010803
Hedge trimmer - HCA265	S64811010603
Hedge trimmer - HCA265	S64811010791
Hedge trimmer - HCA265	S64811013249
Hedge trimmer - HCA265	S69311005493
Hedge trimmer - HCA265	S69311005498
Hedge trimmer - HCA265	S69311008876
Hedge trimmer - HCA265	S69311009043
Hedge Trimmer - Large	274102356
Hedge Trimmer - Long Stihl	272879981

Description	Serial #
Hedge Trimmer - Long Stihl	274102350
Hedge Trimmer - Redmax	41206912
Hedge Trimmer - Redmax	41207528
Hedge Trimmer - Shindawa	5280
Hedge Trimmer (black & white)	06008-7
Hedge Trimmer 22.6cc - PHT355OZ	595293
Hedge Trimmer 22.6cc - PHT355OZ	595314
Hedge Trimmer 30"	T08511002735
Hedge Trimmer 30" FWRAP	584337
Hedge Trimmer 30" FWRAP	584340
Hedge Trimmer Echo	T43011001952
Hedge Trimmer Echo	6003820
Hedge Trimmer Echo	6006771
Hedge Trimmer Echo	6008602
Hedge Trimmer Echo 30"	S64811011602
Hedge Trimmer Echo 30"	T08511001886
Hedge Trimmer Echo 30"	T08511001894
Hedge Trimmer Echo 30"	T08511003279
Hedge trimmer Echo Model HCA 261	6008321
Hedge Trimmer Extension - Echo	569111001057
Hedge Trimmer Extension - Echo	E291110022075
Hedge Trimmer Extension - Echo	E29111002258
Hedge Trimmer Extension - Echo	E29111002284
Hedge Trimmer Extension - Echo	S691110011019
Hedge Trimmer Extension - Echo	S85411001015
Hedge trimmer Redmax Model HT2-2400	41207698
Hedge Trimmer Stick - Kawasaki	39970
Hedge Trimmer1 Echo 25.4CC Articulated Sh	80301400

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Description	Serial #
Hedge trimmer1 Echo 25.4CC Articulated Shaft-Model HC/	3693110024
Hedge trimmer1 Echo 25.4CC Articulated Shaft-Model HC/	569211003769
Hedge trimmer1 Echo 25.4CC Articulated Shaft-Model HC/	569311005041
Hedge trimmer1 Echo 25.4CC Articulated Shaft-Model HC/	569311005757
Hedge trimmer1 Echo.25.4CC Articulated Shaft-Model HC/	699311006612
Honda 4.1HP	C11597
Honda 4.1HP	C11599
Honda Engine HRC216K2HXA	1048355
Interseeder walk behind Ryan	92517128
John Deere 1200A Bunker and Field Rake	T01200A165419
Kaw W/Tarhead	286340
Kawasaki fe120 Pump 4.0	
Keyboard Terminal - Motorola	added 11/16/09
Laser - Shindaiwa	697975
Laser 48" - Exmark	473852
Laser 52" - Exmark	480140
Laser 52" - Exmark	no serial #
Lazer 50" 23HP Kaw - Exmark LHP23KA505	726393
Lazer 56" Exmark - Model# LHP23KA365	617327
Lazer 60" - Exmark 30HP w/dump system	641456/624012
Lazer 60" 29HP Kaw - Exmark LXS29LKA605	745059
Lazer 72'	654124
Lazer 72'	634022
Lazer 72" Exmark Ultravac	UV6672
Lazer 942230 ZT226 26hp kohler EFI 61" deck	94223000222
Lazer Exmark 52" - 27hp	872875
Lazer Exmark 52" - 27hp	LZZ27KC526
Lazer Exmark 52" Rider	290108

Description	Serial #
Laser 52" - Scag	FH680VB98531
Laser 56" - Exmark	657938
Laser 56" - Exmark	676013
Laser 72" - Exmark	69797
Laser 72" - Exmark	613906
Laser 72" - Exmark	N358061
Laser 72" mower	411300951
Laser XS 72" - Exmark	677887
Laser XS 72" - Exmark	697977
Lazer 23hp 56" LHP Kaw	699690
Lazer 29HP KAW 60" - Exmark LXS29LKA60	745070
Lazer 36" Exmark - Model# M15KA362	651011
Lazer Exmark 72" - 29hp	852748
Lazer Exmark 72" - 34hp	LZZ34KA726
Lazer Mower Bagging System	981286
Lazer mower ultravac	925180
Lazer-Z 29HP 72" - Exmark LXS29LKA725	728159
Lazer-Z 72" 34 hp Kawasaki	883156
Lazer-Z 72" 29 hp	613921
Lazer-Z 72" 29 hp	728129
Lazer-Z 72" Exmark	954373
Lazer-Z 72" Exmark	954374
Lazer-Z 72" Exmark	954375
Lazer-Z 72" Exmark	954386
Lazer 72" exmark lazer-z w/29HP	954371
Lazer 72" exmark lazer-z w/29HP	954372
Lazer 72" exmark lazer-z w/29HP	954380
Lazer 72" exmark lazer-z w/29HP	954381

MV00205665

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Description	Serial #
72" exmark lazer-z w/29HP	954382
72" much kit	
Lazor 52"	222842
Levy Broadcaster new	4800669
Lily spreader	232020000/9360692
Lily spreader tow behind	
Metro 36" W/Pist Grip	708499
Mower - 21" 6HP Kawasaki Sp-Exmark MSKA21CA	799797
Mower - 21" 6HP Kawasaki Sp-Exmark MSKA21CA	799798
Mower - 21" 6HP Kawasaki Sp-Exmark MSKA21CA	799799
Mower - 21" 6HP Kawasaki Sp-Exmark MSKA21CA	799800
Mower - Bobcat 218 Estate18HP Briggs 52" deck	94221101093
Mower - Bobcat 218 Estate18HP Briggs 52" deck	94221101370
Mower - Exmark "Lazer HP 50"	292002
Mower - Exmark "Lazer HP 50"	604495
Mower - Exmark "metro 21"	445996
Mower - Exmark "Navigator	35204014
Mower - Exmark 21" with new engine	446008
Mower - Exmark 36"	392595
Mower - Exmark 36" Model M15KA362	655254
Mower - Honda	S69039
Mower - Honda "Flail, reel	GC02-7030978
Mower - John Deere 3235C	'C3235C020879-Tag49M0029
Mower - Maka-Honda 21'	102157
Mower - Maka-Honda 21'	1014168
Mower - tru cut P-20 reel	828805
Mower (Walk behind) Ex-Mark Model M3615KA	485930
Mower (Walk behind) Ex-Mark Model M3615KA	485955

Description	Serial #
Mower 12" Comm.S/P Hyd	MAKA1053206
Mower (Walk behind) Ex-Mark Model TT361	497003
Mower 21'	647115
Mower 21" - Exmark	FJ180VF04437
Mower 21" - Ex-mark	267622291
Mower 21" - Honda	1052109
Mower 21" - Honda	M2AN620580
Mower 21" - John Deere	6xjs25c170834
Mower 21" - Metro	559928
Mower 21" - Toro	#260003887
Mower 21" Exmark 6PH kaw	745677
Mower 21" Honda	MZAN - 6203925
Mower 21" Kawasaki	6206583/FJ180VF76265
Mower 21" Metro SP-Exmark	662972
Mower 21" Push - Exmark-N6KA21B	647095
Mower 21" Push - Exmark-NFKA21	662969
Mower 26" - Metro	738046
Mower 36" - Exmark	485956
Mower 36" - Exmark	646087
Mower 36" Exmark	376648
Mower 36" Walk behinds - Exmark	229293
Mower 36" Walk behinds - Exmark	266229
Mower 36" Walk behinds - Exmark	297908
Mower 36" Walk behinds - Exmark	370429
Mower 36" Walk behinds - Exmark	561791
Mower 48" Rider - Exmark Model LHP4823	269543
Mower 50" ride on - Exmark	FH680vb71282
Mower 56' ride on - Exmark	617329

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MV00205666

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Description	Serial #
Mower 60' ride on - Exmark	570013
Mower 60" Vericut PTO	VT08179-60
Mower 72" - Exmark Lazer mower"	53-191067
Mower 72" - Exmark Lazer mower"	N45794B
Mower Back behind 36" Metro 17HP KAW-M17KA362CA	824994
Mower Bobcat 218 52" Rider	94221101368
Mower BobCat 60" mulching	94223000215
Mower Bobcat Rider 52"	94001101366
Mower Bobcat Rider 60"	94000400146
Mower Bobcat Rider 60"	94222400144
Mower Ex-Mark - Rider Model LHP4820KC	567432
Mower Exmark 36" Walk behind	245407
Mower Exmark 36" Walk behind	262382
Mower Exmark 36" Walk behind	411449
Mower Exmark 36" Walk behind	658966
Mower Exmark 52" Lazer Rider	632938
Mower Exmark 52" Lazer Rider	676012
Mower Honda 21" HRC 216	1020425
Mower Honda 21" HRC 216	1026378
Mower Honda 21" HRC 216	1029172
Mower Honda 21" HRC 216	1052132
Mower Honda 21" HRC 216	1052469
Mower Honda 21" HRC 216	1053974
Mower Honda 21" HRC 216	1093834
Mower Honda 21" HRC 216	6139675
Mower Honda 21" HRC 216	6165055
Mower Honda 21" HRC 216	6175763
Mower Honda 21" HRC 216	6193150

Description	Serial #
Mower Honda 21" HRC 216	6193869
Mower Honda 21" HRC 216	6198154
Mower Honda 21" HRC 216	10083780
Mower Honda 21" HRC 216	HRC2163HXA
mower -Jacobsen LF-4677-7 gang reel - Kubot	Model-ser67916-00001702
mower -Jacobsen Tri King 1900D 84" triplex -	D6623C0280
mower Jacobson 5-gang reel - LF3400	67868-1831
mower Jacobson 5-gang reel - LF3800	67867-2098
Mower Jacobson Tri-king - #00003801	67043
Mower John Deere 220 walk behind	Tag#49S0094 / M0220B2010302
Mower John Deere 2653A	C2653D140077 / Tag#49M0033
Mower John Deere 3235C	Tag#49M0389 / TC3235C030423
Mower Kawasaki 21" 6.5hp	443300
Mower Kawasaki 21" 6.5hp	443301
Mower Kawasaki 21" 6.5hp	523206
Mower Kawasaki 21" 6.5hp	670627
Mower Model MMDEL TT3615	266144
Mower Ride Along 48" LHP 483 KA	514648
Mower Ride Along 52" LHP 483 KA	516897
mower transferred from Santa Ana 21" - Hon	MAKA1020157
mower walk behind 21" snapper - 7800372	2012866971
Mower Walk behind 21"-Model HRC216KSX	MZAU-6162377
Mower Walk Behind 36" Model MMDEL TT3	497062
mower walk behind reel-Tru cut reel mower	825330
Mower Walk behind-Model HRC216KSXA	MZAU-6141423
Mower Walk behind-Model HRC216KSXA	MZAU-6190475
Mower-2010 Real Master 5510	310000101
Overseeder - Model #OS1848 A19985	461801

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Description	Serial #
Pole pounder	
Power Wash DE-walt	67DX39G11
Power Washer - Steam X	1280002750
Pressure Washer - Husky	6548190
Pressure Washer Dual 2007	1100049564
Pressure Washer MI-T-M Model SP2703-OMHB	10220432
Pump - Home lite	10540726
Rake Used John Deere 1200H Hydro 3wd w/plow	
RakeUsed Smithco Super Star Hydro	
Reciprecator Red Max Model 6Z25N	6006294
Remote controllers rain master $1,100.00/each	
Rotor Tiller	FRC800
Rotor tiller - Honda 5 HP	1009422
Rototiller	T15266
Rototiller Barreto - 13H8	GCAKI-1026721
SCAG "Tiger Cub"	7690232
Shred Vac - Echo	6003971
Sod cutter 18"/Blue Bird - Honda	83669572
Sod cutter ryan	54494506735
Soil reliever	
Spray Can	476-1704
Spray Can	476-2003
Spray Can	476-2104
Sprayer - Hicks Model GX120	None
Sprayer - Lesco Commercial plus	1661201
Sprayer - Lesco Model 1520-17-18-RT	7045940C085Z20006
Sprayer - Solar Model 3-5	None
Sprayer Hicks farms supply (5330c-x)	00200-10004

Description	Serial #
Sprayer Lesco kawasaky	1607962
Sprayer Schaben	45690z
Sprayer Solo back pack	
Sprayer Toro Boom	90454
Spreader #80 SS Commercial	45256
Spreader & Sprayer Lesco "Ride on	1008900
Spreader commerical	091186A250X100233
Spreader commerical	091186E050x100097
Spreader commerical	091186E050X100140
Spreader commerical	091186H208X100358
Spreader Larger fert. (red)	
Spreader Manual Walk Behind - Lesco	
Spreader Manual Walk Behind - Priselawn CRB	
Spreader Manual Walk Behind - SPYKER 288-SUR	
Spreader Small fert. (red)	
Stump Grinder	1J9MA1218A1167152
sump pump	
Thatch attacher "old yellow deth	94100507
Tool to make hydraulic hoses	
Top dresser turf tiger	A20702
Top Dresser Turfco Walkbehind	85417/692121
Toro vacuum	07073-0008
Tractor - John Deere	4/Front loader W00520X014043
Tractor - John Deere 5210	LV52105123603
Tractor - John Deere A20816	LV52105123602
Tractor kubota - A0782	LB702
Tractor Kubota - L3131DT	50783
Trailer - John Deere	TC022BX010203

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MV00205668

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Description	Serial #
Trencher - Lesco	IVRX05IE351001456
Trim Diesel Triplx 3WD	TC25530110625
Trimmer - Lesco	569311001162
Trimmer 25.4cc String - SRM265SC	S65911003952
Trimmer 25.4cc String - SRM265SC	S65911003968
Trimmer 25.4cc String-SRM2655C	S65911003949
Trimmer 25.4cc String-SRM2655C	S65911003965
Trimmer 25.4cc String-SRM2655C	S65911006174
Trimmer 25.4cc String-SRM2655C	S65911006230
Trimmer 25.4cc String-SRM2655C	S65911006275
Trimmer 25.4cc String-SRM280SC	S66611006304
Trimmer 25.4cc String-SRM280SC	S66611006398
Trimmer 26cc CA APRV	1001718
Trimmer 26cc CA APRV	11001736
Trimmer 27cc hd S. TFC	446060
Trimmer 34.4cc String-KPW3600VL	36100685
Trimmer 34.4cc String-KPW3600VL	36100686
Trimmer Articulating	9122580
Trimmer Articulating	9122819
Trimmer commercial string	T42211001112
Trimmer commercial string	T42211001144
Trimmer commercial string	T42211001169
Trimmer Commercial string -SRM-266sc	T42211001006
Trimmer Commercial string -SRM-266sc	T42211001012
Trimmer Commercial string -SRM-266sc	T42211001024
Trimmer Commercial string -SRM-266sc	T42211001034
Trimmer Commercial string -SRM-266sc	T42211001047
Trimmer Commercial string -SRM-266sc	T42211001054

Description	Serial #
Trimmer Echo	2001481
Trimmer Echo	6002118
Trimmer Echo	6013084
Trimmer Echo	6015047
Trimmer Echo	6015191
Trimmer Echo	6015267
Trimmer Echo	6016424
Trimmer Echo	6022453
Trimmer Echo	6047779
Trimmer Echo	56631279
Trimmer Echo	64811005685
Trimmer Echo	565911004181
Trimmer Echo String - SRM280SC	S66611005150
Trimmer Hedge - Echo HC235	S64811010395
Trimmer Hedge - Echo HC235	S64811010408
Trimmer Hedge - Echo HC235	S64811010577
Trimmer Hedge - Echo HC235	S64811010650
Trimmer Hedge - Echo HCA265	S69311001258
Trimmer Hedge - Echo HCA265	S69311003610
Trimmer Hedge - Echo HCA265	S69311004779
Trimmer Hedge - Echo HCA265	S69311004935
Trimmer Hedge - Echo HCA265	S69311004942
Trimmer Hedge - Echo HCA265	S69311005058
Trimmer Hedge - Echo HCA265	S69311005091
Trimmer Hedge - Echo HCA265	S69311005115
Trimmer Hedge - Echo HCA265	S69311005122
Trimmer Hedge - Echo HCA265	S69311005177
Trimmer Hedge - Echo HCA265	S69311005232

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Description	Serial #
Trimmer Hedge - Echo HCA265	S69311005254
Trimmer Hedge - Echo HCA265	S69311005282
Trimmer Hedge - Echo HCA265	S69311005492
Trimmer Hedge - Echo HCA265	S69311008883
Trimmer Hedge - Echo HCA265	S69311008903
Trimmer Hedge - Echo HCA265C	S69311004990
Trimmer Hedge - Echo HCA265C	S69311005233
Trimmer Line - Model 62087 Shindaiwa	6103803
Trimmer Line - Echo Model SRM 216T	06066537
Trimmer Line - Model 62117 Shindaiwa	8024481
Trimmer Line - Model 62119 Shindaiwa	7110427
Trimmer Line - Model T261 Shindaiwa	6093807
Trimmer Line - Model T261 Shindaiwa	7110428
Trimmer Line 1 Echo 25.4cc	C0801003674
Trimmer Line 1 Echo 25.4cc Model SRM2651	P02011001595
Trimmer Line 1 Echo 25.4cc Model SRM2651	866011005118
Trimmer Pole - Echo	5008537
Trimmer Pole - Echo	56911001130
Trimmer Pole - Echo	564811005347
Trimmer Pole - Echo	569111001127
Trimmer Shindawa	4011573
Trimmer Shindawa	5030469
Trimmer Shindawa	6045452
Trimmer Shindawa	6052647
Trimmer Shindawa	6052648
Trimmer Shindawa	6114245
Trimmer Shindawa	6114257
Trimmer Shindawa	7110475

Description	Serial #
Trimmer String	9100603
Trimmer String	9116170
Trimmer String	9116173
Trimmer String 25.1cc - Echo SRM265SC	S65911003451
Trimmer String 25.1cc - Echo SRM265SC	S65911003458
Trimmer String 25.1cc - Echo SRM265SC	S65911003513
Trimmer String 25.1cc - Echo SRM265SC	S65911003518
Trimmer String 25.1cc - Echo SRM265SC	S65911006270
Trimmer String 25.1cc - Echo SRM265SC	S65911006297
Trimmer String 25.1cc - Echo SRM265SC (bro	S65911003461
Trimmer String 25.4 cc - Echo SRM265SC	S65911003158
Trimmer String 25.4 cc - Echo SRM265SC	S65911003784
Trimmer String 33.3 - KPW3420ZL	80528 / 320565
Trimmer Shindawa	7110712
Trimmer Shindawa	8031139
Trimmer Shindawa	8031287
Trimmer Shindawa	8031288
Trimmer Shindawa	9022989
Trimmer Shindawa	9022990
Trimmer Shindawa	7110711
Trimmer Solid Shaft	1001395
Trimmer Solid Shaft	1001411
Trimmer Solid Shaft - Echo	no serial #
Trimmer String 33.3 - KPW3420ZL	80541 / 320564
Trimmer String Echo-SRM261S	6015183
Trimmer String Echo-SRM261S	6015214
Trimmer String Echo-SRM261S	6016156
Trimmer String Echo-SRM261S	6016637

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Description	Serial #
Trimmer String Echo-SRM261S	6016786
Trimmer String Echo-T282X/C	9022981
Trimmer String Echo-T282X/C	9022982
Trimmer Tension - Echo	6006392
Trimmer Tension - Echo	6006808
Turf Gator - Gas Ult Cart	1916
Turf Gator - Gas Ult Cart	W00TURF018472
Ultravac 60" - Exmark UV60	737517
Ultravac 60" - Exmark UV60	774221
Ultravac 66"/72" - Exmark UV6672	659068
Vacuum - Model BG845P	091698061
Vacuum Billy Goat	1290841
Vacuum Billy Goat	62606261
Verticore - John Deere 1500	
Verticore #1700 (sold to Eberhard for STM 1500)	a1395
Verticore Jacobsen Walk behind	825592361
Verticutter -Graden Swing Wing	
VIBE Plate, Honda GX160 with water tank	U-5380
Vucuum Honda	80805436
Water Pump - Honda	1100403
Water Pump - Honda	1102531
Water Tank Small	
Weed eater	25 / New #496060 (repaired)
Weed eater - Echo	1001534
Weed eater - Echo	6009591
Weed Eater - Echo	6016614
Weed eater - Echo	6016775
Weed eater - Echo	269413797

Description	Serial #
Weed Eater - Echo SRM 2615	6009976
Weed Eater - Shindaiwa	T268
Weed eater - Shindowa	5058847
Weed eater (black & white)	6028448
Weed eater 33.3cc Kaw w/taphead	286578
Weed eater 33.3cc Kaw w/taphead	286579
Weed eater 33.3cc Kaw w/taphead	286581
Weed Wacker - Echo	566311001657
Weed Wacker - Echo	566711005600
Weed Wacker - Echo	566911005573
Weed Wacker - Echo	5667111001405
Weed Wacker - Echo	no serial #
Weedeater - Echo	6008312
Weedeater - Echo (blue & gray)	No number
Weedeater - Echo (blue)	6009454
Weedeater - Echo (Blue)	6028575
Weedeater - Echo (Orange)	6008348
Weedeater - Shindowa (Red)	5058848
Weedeater - Shindowa (Red)	5058850
Weed eater - Echo	269413804
Weed Eater - Echo	E29111001978
Weed Eater - Echo	E29111002085
Weed Eater - Echo	E29111002091
Weed Eater - Echo	E29111002271
Weed Eater - Echo	E29211020671
Weed Eater - Echo	O6014135
Weed eater - Echo	3515 (old)/S6931100509 (new #)
Weed eater - Echo	S66311001287

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Description	Serial #
Weed Eater - Echo	S66311001668
Weed eater - Echo	S66311001718
Weed Eater - Echo	S66611003118
Weed Eater - Echo	S66711005455
Weed Eater - Echo	S66711005762
Weed Eater - Echo	S66711005782
Weed eater - Echo	6015382
Weed eater - Echo (black)	6011323
Weed eater - Echo (green)	6014956
Weed eater - Echo (yellow)	6009427
Weed Eater - Echo SRM 2615	6006275
Weed Eater - Echo SRM 2615	6009440
Weed Eater - Echo SRM 2615	6009446
Weight Kit - Exmark 103-5633	103-5633
Weight Kit - Exmark 103-5633	
Weight Kit - Exmark 103-5633	
Weight Kit Front - Exmark	103-5629
Wheel 3.5 B&S 8"	2039
Wheel 3.5 B&S 8"	2035
Wheel Barrel - Jackson (blue)	
Wheel Barrow - True Temper	
Wire locator - 521P	
Wire Locator 521	

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Vehicle List

Veh #	Licence #	Year	Make/Model	Vin #
100	5NUL837	2005	Expedition	1FMFU17585LB07417
102	6U04567	2001	Inter Tree Trim	1HTSCAAM41H382577
103	7D22716	2003	Chevy Silverado	2GCEC19V931328785
104	8L29915	2007	Silverado 3500 Chassis	1GBJC39U67E173932
105	7L74667	2004	Ford F-150	1FTRX12W44NB43407
106	6X99608	2002	Ford F-150	1FTRX17MX2NB52818
107	7D22717	2003	Chevrolet pickup	2GCE19V131327033
108	6B40408	1999	Ford/Van	1FTRE1427XHB57966
109	7S38912	1997	Ford F-150	1FTUX1728VKB36723
110	5R29572	1997	Ford F-150 KC pickup	1FTDX1763WNA12281
111	6C03023	1999	Ford F-150 KC pickup	1FTZX172XXKB83518
112	6E91433	1995	Izusu NPR	JALC4B1K5S7000324
113	6G58011	2000	Ford F-150 pickup	1FTZX1721YKB19949
115	6V31775	2002	Ford F-150 pickup	1FTRX17W42NA69265
116	7B16229	2003	Chevy S-10	1GCCS14XX38115778
117	7W83338	2005	Ford F-350	1FDWF36515EC89280
118	7X56108	2005	Ford F-350	1FDSF345X5EB18027
119	8D61369	1995	Chevy 1 ton truck	1GBJC34K2SE160450
120	8C42496	1995	Chevy 3/4ton	1GCGC29K0SE250057
122	6JIE640	2009	Lincoln Navigator	5LMFU27509EJ01141
123	7G10650	2003	Chevy Silveradio 1500	2GCEC19VX41124479
124	8C42721	2000	Dodge T4C	3B7KC23Z7YG111013
125	8R87479	2005	Ford Ranger pickup	1FTYR14U15PA62484
126	7V29675	2005	Ford F-350 Stake Bed	1FDSF34515EB18028
127	6K37227	2001	Ford F-150 XLT	1FTRX17L81NA10272
128	7E27786	2003	Chevy Silverado Extra C	2GCEC19V231325856
129	6G42812	2000	Ford F-150	1FTZX1728YKB15395
130	6J05871	2000	Ford F-150	1FTZF1725YNC19831
132	6B33559	1999	Ford Ranger pickup	1FTYR14V6XPB36672
133	7B13735	2003	Chevy Silverado	1GCEC14V93E148518
134	7B13736	2003	Chevy Silverado	1GCEC14V43Z131019
135	8z49512	2005	Ford F-150	1FTR12215NB52812
136	8G97528	2005	Ford F-350 Stake Bed	1FDWF36565EA09093
137	7D80048	2003	Ford Comm Cutaway Van	1GBJG31U531141331
139	6Z65654	2003	Ford Ranger pickup	1FTYR10U63PA06057
140	7V57320	2005	F-150	1FTPW12535KD33445
141	8C77592	2006	F-150	1FTRF12W56NB07294
142	7G10649	2003	Chevy Silverado 1500	2GCEC19V841120298
Veh #	Licence #	Year	Make/Model	Vin #
143	8V44900	2003	Chevy Pick Up	5421

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145	7B16230	2003	Chevy S-10	1GCCS14XX38161840
146	7P94549	2004	Ford Ranger pickup	1FTYR10U84PB61601
147	7W64915	1997	Chevy 1 ton truck	1GBJC34RIVF004699
148	8Z49580	2000	Ford Ranger pickup	1FTYR14V2YPB19854
149	5X27055	1999	Ford pk	1FTYR10C3XUA03339
150	6N20581	2001	Ford F-150 pickup	1FTZX17261KF41897
151	7H04122	2001	Ford F-150 pickup	1FTRX17W11NA31006
152	6G42813	2000	Ford F-150 pickup	1FTZX1728YKB15428
153	7W34816	2005	Ford F-350	1FDWF36Y55EB82596
155	5F12144	1996	Dodge Dakota	1B7FI26X5TS520074
157	7M68778	2004	Ford F150	2FTRX17WX4CA30253
158	7V83928	2005	Ford F-350	1FDWF36Y15EB99475
163	7J46556	1999	GMC Topkick/Chipper	1GDJ7H1D7XJ851924
164	8G97527	2000	Ford F-150 KC pickup	1FTRX17W3YKA35988
166	6R34719	2001	Ford F-150 pickup	1FTRF17W01NB56193
167	8H06127	2008	Ford F250	1FTSX20578EA62845
169	8H06123	2007	Ford F-150	1FTRX12W07KC62609
170	8H06124	2008	Ford F250	1FTSX20548EA37420
171	8M00027	2007	Chevy Silverado Dump	1GBJC39K97E580433
172	8K76942	2006	GMC Sierra - Dump truck	1GDJC39U26E235445
173	8K89824	2008	Ford Ranger pickup	1FTYR14U28PA24167
174	8K89815	2008	Ford F-150 Supercrew	1FTRW12W88FA49226
175	8P13371	2007	GMC Sierra 3500 Chassis	1GDJC39K17E597007
176	8K48974	1999	Ford F800 (Water truck)	3FENF8010XMA08142
177	7E24179	2003	Chevy Silverado	2GCEC19V231324285
178	6J69144	2000	Ford F-150 XLT pu	1FTRX17L2YKA65487
179	8L60482	2002	Ford F-150	1FTRX17W52NB04671
180	61715A1	2000	Ford F-150 LB pu	1FTZF1723YKA86939
181	6L85322	2001	Dodge 1500 pickup	1B7HC16X21S218371
182	6P91997	2001	Dodge 1500 pickup	1B7HC16X91S261203
183	5Y02412	1999	Ford F-150 pickup	1FTZF1724XKA29146
184	6F30676	2000	Ford F-150 pickup	1FTZF1720YKB04037
185	8S59389	2001	Dodge 1500 pickup	1B7HC16XX1S42527
186	6B45138	1999	Ford Ranger pickup	1FTYR10V0XPB69401
187	5ZGF772	2008	Expedition	1FMFU19548LA02102
188	7B16231	2003	Chevy S-10	1GCCS14X538158568
189	8D20422	1999	Chevrolet 3500	1GBHC34R9XF032025
190	7W50752	2005	Ford F-350	1FDWF36565EB43540
191	7W34817	2005	Ford F-350	1FDWF36555EB15096
192	8W12873	2005	Ford F-350	1FDWF365X5EB65444
193	7W50751	2005	Ford F-350	1FDWF36545EB68968
194	7W43810	2002	Ford F-350	1FDSW34F12EA82877
Veh	License #	Year	Make/Model	VIN
195	7W56849	2005	Ford F-350	1FDWF36535EC89278
196	6M12313	2000	GMC 3500 1-ton pick up	1GDHC33J9YF421896
197	7M71324	2003	Chevy Silverado 1500	2GCEC19V831328843

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198	7B15152	2003	Chevy Silverado	1GCEC14V83Z192941
199	6R39199	2001	Dodge 1500 pickup	1B7HC16X71S249955
200	8D50109	2006	Ford F-150	1FTVX12566NA53572
201	8D50108	2006	Ford F-150	1FTVX12536NA53688
202	8C80429	2006	Ford F-150 Super Cab	1FTVX12586NA64007
204	8R87523	2006	Ford Ranger	1FTYR10U76PA64070
205	8C80427	2006	Ford F-150 Reg Cab	1FTRF12W16NB33603
206	8P11010	2006	Chevy S3500 w/10' dump	1GBJC39U26E176714
207	8D76098	2006	Ford Ranger	1FTYR10U16PA83973
208	8E32375	2006	Ford Ranger	1FTYR10U16PA65828
209	8D11397	2006	Ford F-150 Super Cab	1FTVX12586NA67568
210	8D11398	2006	Ford F-150 Super Cab	1FTVX12566NA69738
211	8D11395	2006	Ford Ranger	1FTYR10U36PA64048
212	8D11399	2006	Ford F-150 XLT	1FTPW12596KD72039
213	8k89886	2008	Ford F-150 Supercrew	1FTRW12W28FA31238
214	8D11641	2006	Ford F-350 Chassis	1FDWW36P36EB42946
215	8D48234	2006	Chevy Silverado 3500	1GBHC34U96E197632
216	7S99151	2006	Ford F-150 XL	1FTVX125X6NB17726
217	8V44901	2006	Chevy Colorado Classis	1GBDS146968258211
218	8H06119	2007	Ford F-150	1FTRX12W77FA88496
219	8H06126	2008	Ford F-250	1FTSX20598EA56495
220	8H06122	2007	Ford F-150	1FTRX12WX7FA88458
221	8L38955	2007	Ford Ranger	1FTYR14D47PA95353
222	8L25904	2007	Ford Ranger XL2W	1FTYR14U77PA93029
223	8H06166	2007	Ford F-150	1FTPW12547FB59848
224	8F29332	2007	Chevy Pick up	1GCEC19X17Z166164
225	8M89937	2008	Ford F-150 XL 4x2 Spr cab	1FTRX12W88FB29932
226	7R13278	2005	Ford F150	1FTRF12205NB94436
227	8W97675	2010	Ford Ranger	1FTKR1AD5APA18041
228	8Y81888	2006	Ford F-350 Diesel	1FDWF36P36EB62520
229	8Z63681	2010	Ford Ranger	1FTKR1ED7APA38480
230	8P81301	2008	Ford F-150	1FTRX12W18FC11369
231	8P81302	2008	Ford F-150	1FTRX12W68FB60600
232	8P81304	2008	Ford F-350 Stakebed	1FDWF36548EE58132
233	8P81305	2008	Ford F-350 Stakebed	1FDWX36R48EB78209
235	8P81303	2008	Ford Ranger	1FTYR10U28PA93253
236	8P81298	2008	Ford Ranger	1FTYR10U78PA22033
237	8P81300	2008	Ford F-150	1FTRX12W58FB55243
238	8T87781	2008	Ford F350 Classis	1FDWF36558EA03046
239	8U48440	2008	Ford Ranger	1FTYR10D48PB15687
Veh#	Licence#	Year	Make/Model	VIN#
240	8U22271	2008	Ford F-150 XL 4x2 Spr cab	1FTRX12W78FB60539
241	8T87778	2008	Ford Ranger	1FTYR10DX8PB17220
242	8U52679	2008	Ford F-150	1FTRX12W38FB76222
243	8W12872	2008	Ford F-250	1FDSX20548EA56478
244	8P74270	2009	Ford F150 Super crew	1FTRW12899KB95421

245	8P74271	2009	Ford Ranger	1FTYR10D99PA22178
246	8V66223	2009	Ford Ranger	1FTYR10D99PA32144
247	8V69658	2009	Ford Ranger	1FTYR10D19PA41260
248	8V84305	2009	Ford F350 Chassis	1FDWW36Y59EA42911
249	4X12407	1994	Chevrolet pickup	1GCEC14K4RE127543
250	8Z63682	2010	Ford F-150	1FTEX1CW0AFB55573
251	8Z63680	2010	Ford Ranger	1FTKRIE3DAPA38475
252	8Y89431	2010	Ford F-250	1FDSX2A58AEA28882
253	80272B1	2011	Ford Ranger	1FTKR1AD5BPA31521
254	6SEJ852	1991	Schwarze Sweeper-Isu	JALB4B1H7M7003051
255	New	2011	Ford F-150 XL	1FTEX1CMXBFB04176
Golf Cart	**Lic #**	**Year**	**Make/Model**	**Vin #**
C500	7E24479	2002	Chrysler GEM	5ASAK27462F031512
C501		1975	Taylor Dunn	136012
C502		2003	Carry All 6 Club Car	262720
C503		2003	Yamaha	JU2-003902
C504	7E24484	2002	Chysler	5ASAK27402F031103
C505			Taylor Dunn	Serial # 13610Mo.B2-48
C506			Taylor Dunn	No. not legible
C507			Chrysler GEM	5ASAK27462F031512
C508			John Deere	Serial # W00Iurf003575
C509			Chrysler GEM	5ASAK27482F021337
C510			EZ-GO	Serial # J0234-188068
Trailer	**Lic #**	**Year**	**Make/Model**	**Vin #**
T400	SE499113	2001	chipper	IVRU111A711000827
T401	SE529849	2003	chipper	1VRU111A541004217
T402	4LP6087	2000	Big TE Utility	16VVX0813Y1A21081
T403	1KC6115		Big Tex Utility	16VAX0E1541A16263
T404	4JK5130	2004	Big Tex Utility	16VVX101941A21257
T405	1JK4535	2000	Big Tx Utility	16VVX0818Y1A23796
T406	4GY3629	1999	Big Tx Utility	16VVX0811X1A15309
T407	1JC3389	2000	Big TE Utility	4K8VX0817Y1A48404
T408	1JG6545	2000	Big TE Utility	16VVX1014Y1A23794
T409	4JK4679	2005	Big Tex Utility	16VNX162451E84182
T410	4JK4680	2006	Carso	4HXDC16206C109783
T411	4GU4932	2006	Big Tex Utility	16VUX162661E99747
T412	4HE8313	2006	Big Tex Utility 16'	16VNX162361E22273
T413	1KF2776	2001	Big Tx Utility	16VVX101311A36977
Trailer	**Lic #**	**Year**	**Make/Model**	**Vin #**
T414	4KM3760	2000	Aztec Utility	4ZBUE0121YF000111
T415	4JK5131	2004	Big Tex Utility 12'	16VVX101841A16731
T416	4HE8310	2006	Big Tex Utility 12'	16VAX121252A68007
T417	4LG8320	2011	Big Tex Utility	16VAX1210B2A74688
T419	4KM3761	2007	Big Tex Utility 12'	16VAX121X72A66380
T420	1JP2204	2000	Big Tex Utility	16VVX1019Y1A26416

T421	1JT2835	2000	Big Tex Utility	16VVX0813Y1A30220
T422	1KM7084	2001	Big Tex Utility	16VVX101X11A43327
T423	4JH6661	2207	Big Tex Utility	16VAX101171A66521
T424	1JZ5373	2000	Big Tex Utility	16VVX0816Y1A30986
T425	4DJ7406	2003	Big Tex Utility	16VVX101431A60756
T426	4ES1233	2003	Big Tex Utility	16VVX081331A78731
T427	4CH6366	2000	Big Tex Utility	16VVX1416YLA31048
T428	4EP1977	2003	Big Tex Utility	16VVX081221A55214
T429	4KE7385	2006	Carson/DT-102 7x1	4HXDT10256C109397
T430	4KR8518	2009	Utility DV mfts DV10ET-20split	1D9EU20289S591930
T431	1JG3423	2000	Big Tx Utility	16VVX0818Y1A23794
T433	1KF2738	2001	Big Tx Utility	16VVX121611A36968
T435	4FV8383	2003	Big Tx Utility	16VAX101241A14634
T436	4KF4420	2003	Big Tx Utility	4K8AX101531A12493
T437	4AK6903	2002	Big Tx Utility	16VUX162121E51941
T438	4KF4422	2004	Big Tx Utility	16VNX142741E45331
T440	4KM3781	2005	Big Tx Utility	16VNX162052E51416
T441	4HE9157	2006	Big Tex Utility 16'	16VNX162961E22276
T443	4HE2465	2006	Big Tex Utility	16VNX162851E84749
T445	4KL2459	2005	Big Tex Utility 12'	16VAX121552A70107
T446	4JC5734	2007	Big Tex Utility	16VVX121271A52349
T447	4JH6760	2007	Big Tx Utility	16VVX121X71A71988
T449	New	2007	Big Tx Utility	16VVX121371A59360
T450	1KC6115	2000	Big Tx Utility	16VVX0818Y1A30987
T451	1KC6116	2001	Big Tx Utility	16VVX101611A33510
T454	4GB7250	2005	Wells Trailer	1WF200B1957012760
T455	4KK1243	2008	Big Tex Trailer	16VAX121571A66518
T456	4KK1244	2008	Big Tex Trailer	16VAX121X81A06008
T457	4KK1245	2008	Big Tex Trailer	16VEX202X82H12649
T458	4KK1323	2008	Big Tex Trailer	16VAX101481A06010
T459	4KM3529	2008	Big Tex Utility	16VCX162582H98476
T460	4KK3427	2008	Big Tex Trailer	16VEX202882H2651
T461	4KK7351	2009	Big Tex Utility	16VCX182891E33827
T462	4JH6668	2007	Big Tx Utility	16VVX162471E59376
T463	4KK3984	2009	Big Tx Utility	16VVX081X91A29423
T464	4KR6684	2009	Utility DV mfts split ramp	1D9EU20209S591923
Trailers	T.C.	Year	Make/Model	Vin
T465	088052U	2007	Honda Bull Dog/water Trailer	DHWT5008207
T466	4LB5419	2010	Big Tex Utility	16VAX1016A2A45004
T467	4LB9408	2010	Big Tx Utility	16VVX0811A2A57741
T468	4LF4391	2010	Big Tex Utility	1D9UU1011AS591060
T469	4LG9516	2011	Big Tex Utility	16VCX1623A2E65246
T470	New	2011	Big Tex Utility	1D9EU2025BS591177
T471	4HE3486	2007	Carson trailer	4HXSU16247C116791
T472	4LN6735	2011	Big Tex Utility	16VAX1215B2A87677
	7D35838	2002	Golf Cart	5ASAK27412F020997

MV00205677

	558040	1997	Arrow board trailer	1W91S1014V1249094
		1987	Utility Trailer for Gator	TC022BX010203
	Irvine	1987	Utility Gator	19342
	Irvine	1987	Utility Gator	19344
	Irvine	1987	Utility Gator	19356
	8Z49345	2002	Chrysler GEM	5ASAK27499F030371

RFP NO. E-3/11-12

I. SCHEDULE II

BID SCHEDULE

PROPOSER: Merchants Landscape Services, Inc.
(Company Name)

A. SERVICE SCHEDULE Level 3 – Current Service

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-3 LANDSCAPED PARKWAYS & MEDIANS	Planter: ~~617,667 sq. ft.~~ **875,371 sq. ft.**	$ .00452	$3,956.67	$ 47,480.04
	Turf: ~~588,060 sq. ft.~~ **339,768 sq. ft.**	$ .021	$7,135.13	$ 85,621.56
E-3A LANDSCAPED PARKWAYS	Planter: ~~31,000 sq. ft.~~ **71,022 sq. ft.**	$ .0084	$ 596.58	$ 7,158.96

The Total Amount of the Service Proposal shall be based on current service levels (**Service Schedule Level 3**):

Figures: 140,260 and 56 /100's Dollars

Words: One hundred forty thousand two hundred Sixty dollars and fifty Six /100's Dollars

All work shall be performed in accordance with the terms and conditions of this Independent Contractor Agreement, which includes all General and Technical Provisions as outlined herein for the Full or Reduced Services. Any modification to the number of occurrences for any service shall be made per written direction by the District. Service occurrences may be modified with 30 days advance written notice by the District.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway, irrigation, and landscaping as set forth in Exhibit A of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 1,2 has/have been received and is/are made a part of this proposal.

President — Feb. 17, 2012
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

B. OPTIONAL SERVICE LEVELS*

- **Service Schedule Level 1 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-3 LANDSCAPED PARKWAYS & MEDIANS	Planter: ~~617,667 sq. ft.~~ **875,371 sq. ft.**	$ .006	$5,252.23	$ 63,026.76
	Turf: ~~588,060 sq. ft.~~ **339,768 sq. ft.**	$ .0263	$8,935.90	$107,230.80
E-3A LANDSCAPED PARKWAYS	Planter: ~~31,000 sq. ft.~~ **71,022 sq. ft.**	$ .0105	$ 745.73	$ 8,948.77

- **Service Schedule Level 2 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-3 LANDSCAPED PARKWAYS & MEDIANS	Planter: ~~617,667 sq. ft.~~ **875,371 sq. ft.**	$ .0056	$4,902.08	$ 58,824.96
	Turf: ~~588,060 sq. ft.~~ **339,768 sq. ft**	$ .0245	$8,324.32	$ 99,891.84
E-3A LANDSCAPED PARKWAYS	Planter: ~~31,000 sq. ft.~~ **71,022 sq. ft**	$ .0097	$ 688.91	$ 8,266.92

PROPOSER: Merchants Landscape Services, Inc.
(Company Name)

President — February 17, 2012
(AUTHORIZED SIGNATURE AND TITLE) — (DATE)

* Optional Service Levels are levels of landscaping service not currently being provided. Details for each Service Schedule Level are listed in the Frequency of Service Table, Exhibit E, Schedule I, Section V: FREQUENCY OF SERVICE TABLE, page 74. At the discretion of the Community Services District, an optional level of service other than the current service level may be requested. **PLEASE INCLUDE COSTS TO PROVIDE LANDSCAPE & IRRIGATION SERVICES FOR OPTIONAL SERVICE LEVELS IN ADDITION TO THE CURRENT SERVICE LEVEL AS DESCRIBED ON PAGE 85.**

RFP NO. E-3/11-12

C. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibits A and C.

UNIT PRICES (Includes all labor and materials)

1. 1 gal. shrub/vine/ground cover in place	@	$ 9.00	ea
2. 5 gal. shrub/vine/ground cover in place	@	$ 20.00	ea
3. 5 gal. tree in place (stakes included)	@	$ 40.00	ea
4. 15 gal. tree in place (stakes included)	@	$ 95.00	ea
5. 24" box tree in place (stakes included)	@	$ 295.00	ea
6. 36" box tree in place (guy wires included)	@	$ 795.00	ea
7. Flat of ground cover in place	@	$ 20.00	ea
8. Fertilizer application	@	$ .004	ea/sq. ft
9. Planter bed mulch in place	@	$ 30.00	/cu. yd
10. Additional labor	@	$ 20.00	/man hour
11. Additional Irrigation Technician	@	$ 35.00	/man hour

PROPOSER: Merchants Landscape Services, Inc.
(Company Name)

President February 17, 2012
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

D. ROUTINE IRRIGATION REPAIR PRICES

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

1. Irrigation repair parts for routine repairs @ cost plus 15. %

2. Unit prices for Additional Work (additional landscape areas) per Exhibit C, Section 2.

   A. Shall be per Schedule II, Section A., cost per sq. ft., per occurrence. ~~Additional parkway areas, planters (trees to 18 ft. height, shrubs, ground cover included, as applicable).~~

   ~~$_____/sq. ft./mo.~~

   B. Shall be: ~~Additional parkway areas, turf (trees to 18 ft. height, shrubs, ground cover included, as applicable).~~

   ~~$_____/sq. ft./mo.~~

   a. Per Schedule II, Section B., Service Schedule, Level 1, Optional service cost per sq. ft. per occurrence.

   or

   b. Per Schedule II, Section B, Service Schedule, Level 2, Optional service cost per sq. ft. per occurrence.

   or

   c. Per Schedule II, Section B, Service Schedule, Level 3, Optional service cost per sq. ft. per occurrence.

3. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: Merchants Landscape Services, Inc.
(Company Name)

President
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

RFP NO. E-3/11-12

II. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, (Schedule II) A. "Bid Schedule"):

One hundred forty thousand two hundred sixty dollars & fifty six cents
(Dollar Amount in Words)

$ 140,260.56
(Dollar Amount in Figures)

Date: June 19, 2012

Proposer: Merchants Landscape Services, Inc.
(Company Name)

By: [signature]
(Signature)

Title: President

State License Number and Classification: 765658 C27

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF California

PRESIDENT Mark Brower

(Corporate Seal)

SECRETARY

RFP NO. E-3/11-12

III. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is a cashier's check, a certified check, or a Proposal Surety Bond for_____, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated _____

Signature of Proposer _____

By _____

Address of Proposer _____

_____

Telephone Number of Proposer (___) _____

Names and Addresses of Members of the Company:

_____

_____

(If a Corporation)

Signature of Proposer _____

By Mark Brower

Title President

Business Address 1510 S. Lyon St.

Santa Ana, CA. 92705

RFP NO. E-3/11-12

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of	California
State License Number and Classification	765658 C27
PRESIDENT	Mark Brower
SECRETARY	
TREASURER	Theodore Haas

(Corporate Seal)

RECD FEB 13 2012

RFP NO. E-3/11-12

IV. PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Merchants Landscape Services, Inc.

_____, as principals, and Hartford Fire Insurance Company A(XV) CA, a duly authorized corporate surety: Business Address One Pointe Drive, 6th Floor, Brea, CA 92821

_____,

Phone (714) 674-1321, are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of TEN PERCENT THE AMOUNT BID IN********** Dollars, ($10%**********), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly, and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about to hand in and submit to the Board of Directors of the Moreno Valley Community Services District, a proposal for **PROJECT NO. E-3/11-12 -, MORENO VALLEY RANCH-WEST (E-3) AND LASSELLE POWERLINE PARKWAY (E-3A) MAINTENANCE OF PARKWAY & LANDSCAPING AND IRRIGATION**, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said Board of Directors, and if the said principal shall fail or neglect to enter into a Contract therefore within the required time, then in that case the undersigned obligors will pay to the Moreno Valley Community Services District the full sum of TEN PERCENT THE AMOUNT BID IN********** Dollars, ($10%**********), as liquidated damages for such failure and neglect.

WITNESS our hands this 10th day of February, 20 12.

(SIGNATURE PAGE FOLLOWS)

RFP NO. E-3/11-12

Proposal Surety Bond (cont.)

PRINCIPAL	CORPORATE SURETY
Name: Merchants Landscape Services, Inc.	Name: Hartford Fire Insurance Company A(XV) CA
Address: 1190 Monterey Pass Road	Address: One Pointe Drive, 6th Floor
Monterey Park, CA 91754	Brea, CA 92821
Tel. No.: 323-881-6701	Tel. No.: 714-674-1321
By: [signature]	By: [signature] Attorney-in-Fact MARY SMITH

SIGNING INSTRUCTIONS

- **The Bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.**
- **The Bond shall include attached Notary Certificates for the Attorney-in-Fact and the Principal.**
- **The Bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).**
- **The Bond shall include the address at which the Principal and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).**

If any of the above items are omitted, the proposal will be considered non-responsive and will be rejected.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On February 10, 2012 , before me, Donna M. Green, Notary Public,

personally appeared Mary Smith,

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

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

WITNESS my hand and official seal.

DONNA M. GREEN
COMM. #1886017
NOTARY PUBLIC • CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Apr. 16, 2014

Signature Donna M. Green
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
- ☐ PARTNER(S) ☐ LIMITED
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR

OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Item No. B.6

MV00205688

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-4
P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115
call: 888-266-3488 *or fax:* 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code: 72-183250**

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of unlimited:***

John D. Hunsinger, Mary Smith, Joyce Elzouki, Steven L. Brockmeyer, Ronald C. Wanglin, Donna M. Green
of
Pasadena, CA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Scott Sadowsky, Assistant Secretary

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Scott E. Paseka
Notary Public
My Commission Expires October 31, 2012

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 10, 2012.
Signed and sealed at the City of Hartford.

Gary W. Stumper, Assistant Vice President

MV00205689

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On 2-16-12 before me, Sharon Ann Godinez / Notary
(Here insert name and title of the officer)

personally appeared Theodore Haas,

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

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

SHARON ANN GODINEZ
Commission # 1829014
Notary Public - California
Los Angeles County
My Comm. Expires Jan 1, 2013

WITNESS my hand and official seal.

Sharon Ann Godinez
Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Proposal Security Bond
(Title or description of attached document)

Moreno Valley West
(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they,~~ ~~is~~ /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

2008 Version CAPA v12.10.07 800-873-9865 www.NotaryClasses.com

RFP NO. E-3/11-12

V. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF)§

(NAME) Mark Brower, affiant being first duly sworn, deposes and says:

That he or she is President (sole owner, partner or other proper title) of Merchants Landscape Services, Inc. (Contractor) the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: Merchants Landscape Services, Inc.

Bidder's Address: 1510 S. Lyon St.
Santa Ana, CA. 92705

Telephone No.: (800) 645-4881

(Signature of Bidder) President (Title)

ALL SIGNATURES MUST BE NOTARIZED

CALIFORNIA JURAT

State of: California

County of: ORANGE

Subscribed and sworn to (or affirmed) before me

this 17th day of 02, 2012, by

(1) MARK BROWER
Name of Signer (s)

(2) N/A
Name of Signer (s)

who proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me

WITNESS my hand and official seal

Teresa Marcelino
Signature of Notary Public

TERESA MARCELINO
Commission # 1877991
Notary Public - California
Orange County
My Comm. Expires Jan 24, 2014

(Notary Seal)

OPTIONAL INFORMATION

Information below is NOT required by law however may deter fraudulent removal of this form.

Description of Attached Document	Right Thumbprint of Signer	Capacity Claimed by Signer(s)	Right Thumbprint of Signer
Number of Pages _____ Document Date: _____ _____ Title or type of document _____ Additional information		☐ Individual(s) ☐ Corporate Officer _____ ☐ Partner ☐ Attorney-in-Fact ☐ Trustee(s) ☐ Other _____	

Item No. B.6

MV00205692

APPENDIX A: PREVAILING WAGE DETERMINATION

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

DETERMINATION: SC-LML-2008-1
ISSUE DATE: February 22, 2008
EXPIRATION DATE OF DETERMINATION: December 31, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

		Employer Payments					Straight-Time		Overtime
LOCALITY:	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2X
Imperial	$8.00	-	-	[a]0.115	0.17	-	8	[b]8.285	[b]12.285
Inyo, Mono and San Bernardino	8.00	-	-	0.30	0.17	-	8	8.47	12.47
Kern	8.00	-	-	[c]0.16	0.17	-	8	[b]8.33	[b]12.33
	10.00	-	-	[d]0.27	0.46	-	8	[b]10.73	[b]15.73
Los Angeles	8.00	0.89	-	[a]0.115	0.14	-	8	[b]9.145	[b]13.145
Orange	8.00	-	-	[e]0.11	0.11	-	8	[b]8.22	[b]12.22
Riverside	8.00	-	-	[g]0.20	0.16	-	8	[b]8.36	[b]12.36
San Diego	8.00	-	-	0.22	0.115	-	8	8.335	12.335
	8.00	-	-	0.24	0.12	-	8	8.36	12.36
San Luis Obispo	8.00	-	-	[h]0.15	0.15	-	8	8.30	12.30
	8.00	-	-	[f]0.16	0.16	-	8	8.32	12.32
Santa Barbara	8.00	-	-	[i]0.12	0.12	-	8	[b]8.24	[b]12.24
	8.00	-	-	[j]0.13	0.13	-	8	[b]8.26	[b]12.26
Ventura	8.00	-	-	0.115	0.16	-	8	8.275	12.275
	8.00	2.97	-	[f]0.19	0.26	-	8	[b]11.42	[b]15.42

Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

[a] $0.22 after 3 years of service.
[b] Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
[c] $0.31 after 2 years of service.
[d] $0.54 after 2 years of service: $0.81 after 3 years of service.
[e] $0.24 after 3 years of service: $0.37 after 7 years of service.
[f] $0.22 after 4 years of service.
[g] $0.40 after 3 years of service.
[h] $0.23 after 2 years of service.
[i] $0.27 after 2 years of service.
[j] $0.38 after 3 years of service.
[k] $0.29 after 2 years of service.
[l] $0.31 after 2 years of service.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Travel and subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

APPENDIX B: MONTHLY LANDSCAPE SERVICES REPORT FORM

PROJECT NO._____

MONTHLY LANDSCAPE SERVICES REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT

MONTH OF _____, 20___

MAINTENANCE • DATE(S) • AREA • SERVICE TYPE: MOW/EDGE TRIM/PRUNE-WEED LITTER-IRRIGATION ETC.	FERTILIZER • DATE(S) • AREA • PRODUCT/ANALYSIS • AMOUNT/AREA • CROP	PESTICIDES • DATE(S) • PRODUCT USED • AMOUNT USED • AREA • TARGET PEST	COMPLAINTS • DATE(S) RECEIVED • AREA/LOCATION • COMPLAINT/ACTION • DATE CORRECTED • CORRECTIVE ACTION	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED • CORRECTIVE ACTION
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

APPENDIX B: WEEKLY IRRIGATION REPORT FORM

WEEKLY IRRIGATION REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT

CONTROLLER NO. _____

STATION NO. _____

FOR MONTH OF _____, 20___

PROJECT NO._____

	DATE(S) CHECKED	PROBLEM(S) IDENTIFIED	CORRECTIVE ACTIONS • DATE CORRECTED • CORRECTIVE ACTION DETAILS	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

APPENDIX C: GREENWASTE REPORT FORM

MORENO VALLEY COMMUNITY SERVICES DISTRICT
-MONTHLY GREENWASTE REPORT-
FOR

MONTH:_____ YEAR:_____

1. **Source of greenwaste (Project No./Location):_____**

   _____

2. **Amount of greenwaste generated from above source (by weight):**
   _____**LBS. –or- TONS.**

3. Name, address, and phone number of recycle accepting greenwaste:

   - **Company Name:**_____
   - **Address:** _____

     _____
   - **Phone Number: (_____)**_____

4. **Amount of greenwaste-source products (mulch, compost, top dressing, and soil amendments, etc.) furnished to Project (by weight):**

   _____ **LBS. -or- TONS.**

5. **Name, address, and phone number of recycle supplying greenwaste-source products to Project (if different from No. 3 above):**

   _____

   _____

   _____

6. **Number of times turf mowed this month:**_____

7. **Number of times turf mowed without clippings caught:**_____

CONTRACTOR:_____

ADDRESS:_____

PHONE: (_____)_____

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MV00205697

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-1 • Towngate

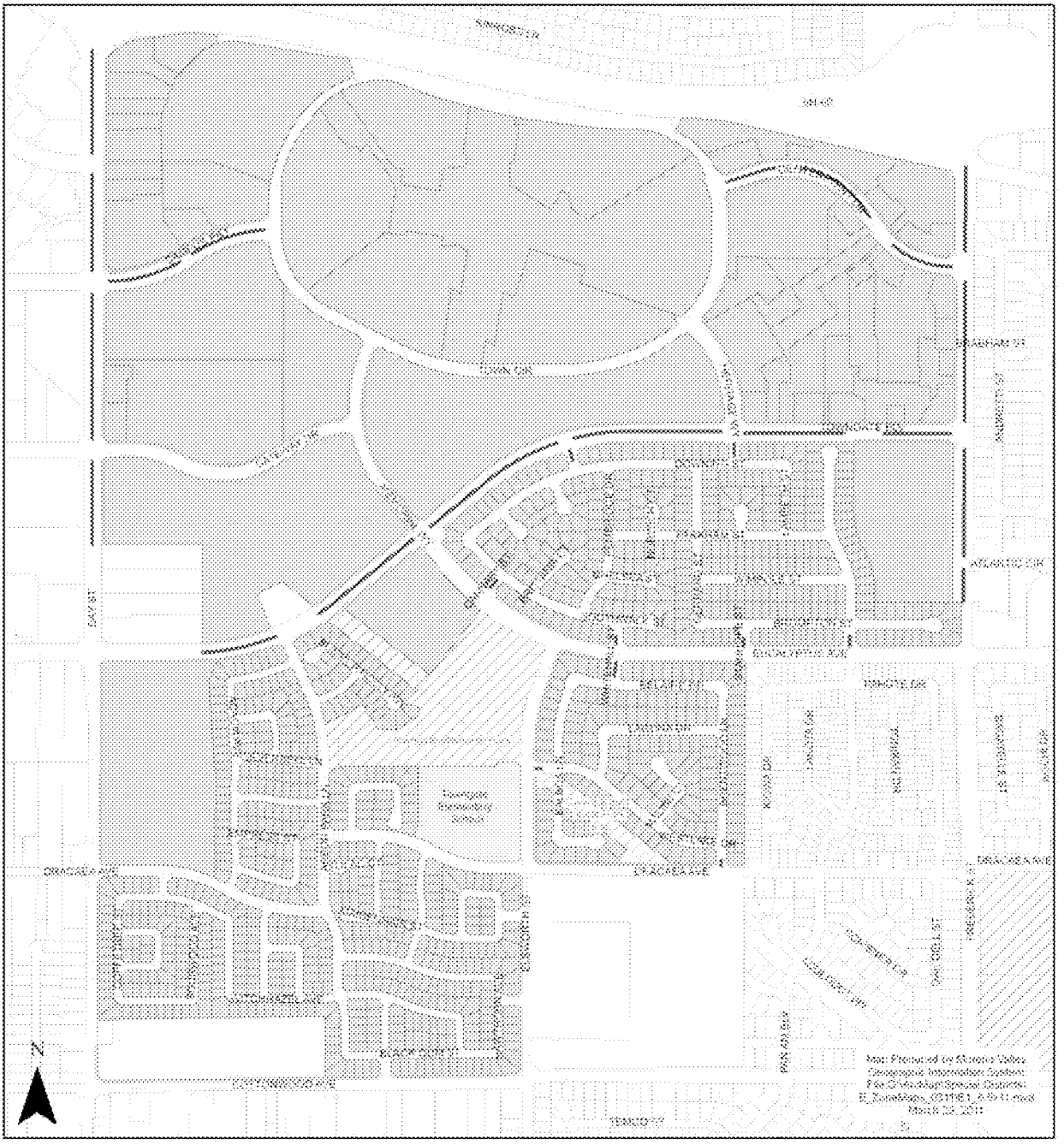

Landscaped Median *(Medianas Ajardinadas)*

Landscaped Parkway *(Areas Ajardinadas)*

Zone E-1 Parcels *(Zona E-1 Parcelas)*

MORENO VALLEY

Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E-1A • Walls/Internal Landscape Maintenance

CSD Maintained Aterial Walls

CSD Maintained Landscape and Internal Walls

Zone E-1A Parcels

MORENO VALLEY

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-2 • Hidden Springs

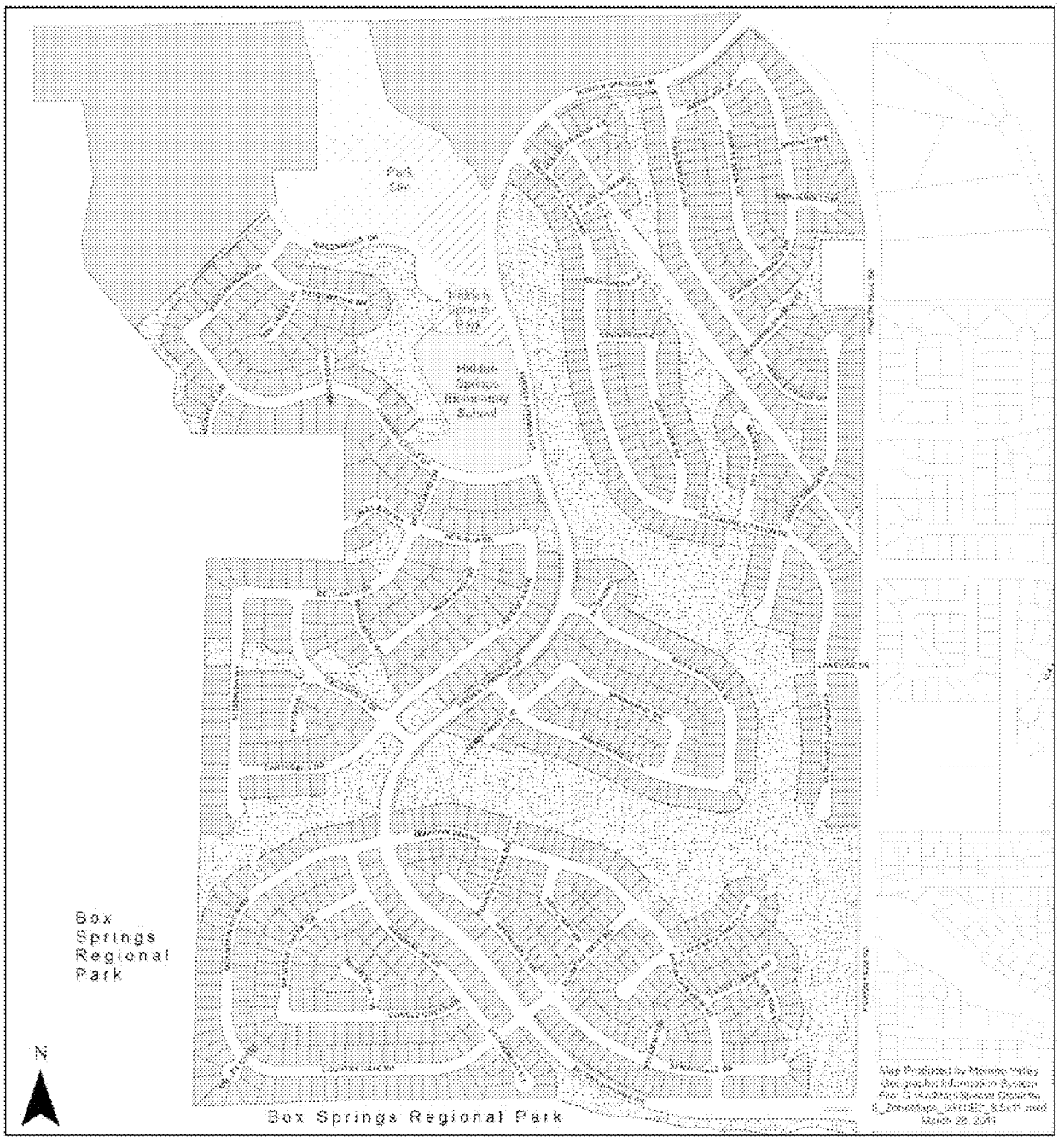

Landscaped Parkway *(Areas Ajardinadas)*

Landscaped Open Space *(Area abierta Ajardinada)*

Zone E-2 Properties *(Zona E-2 Propiedades)*

MORENO VALLEY

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-3 • Moreno Valley Ranch - West

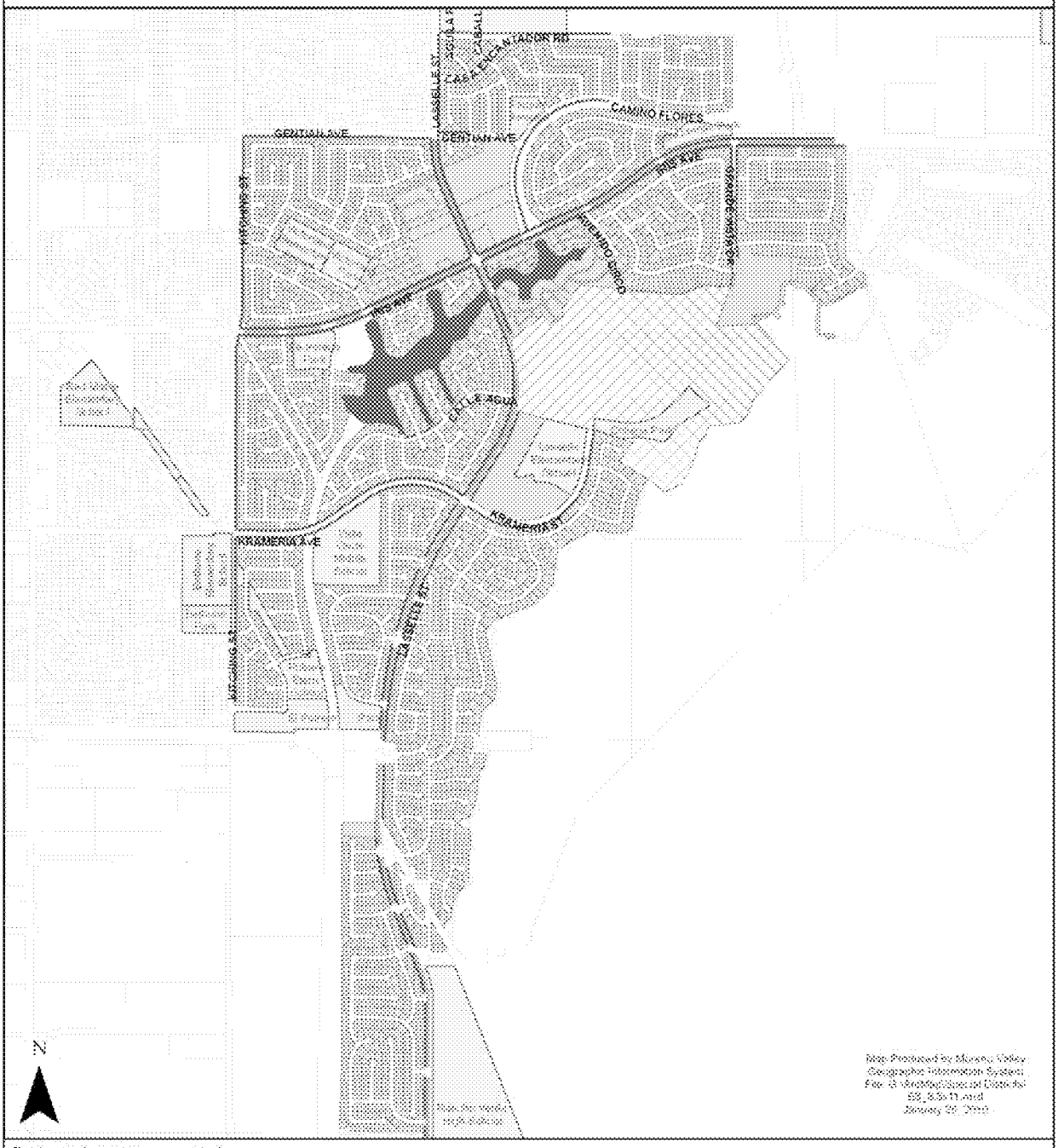

Map Produced by Moreno Valley Geographic Information System

Landscaped Parkway
Medians
Not Part of Zone E-3
Zone E-3 Parcels

MORENO VALLEY

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-4 • Moreno Valley Ranch - East *(Este)*

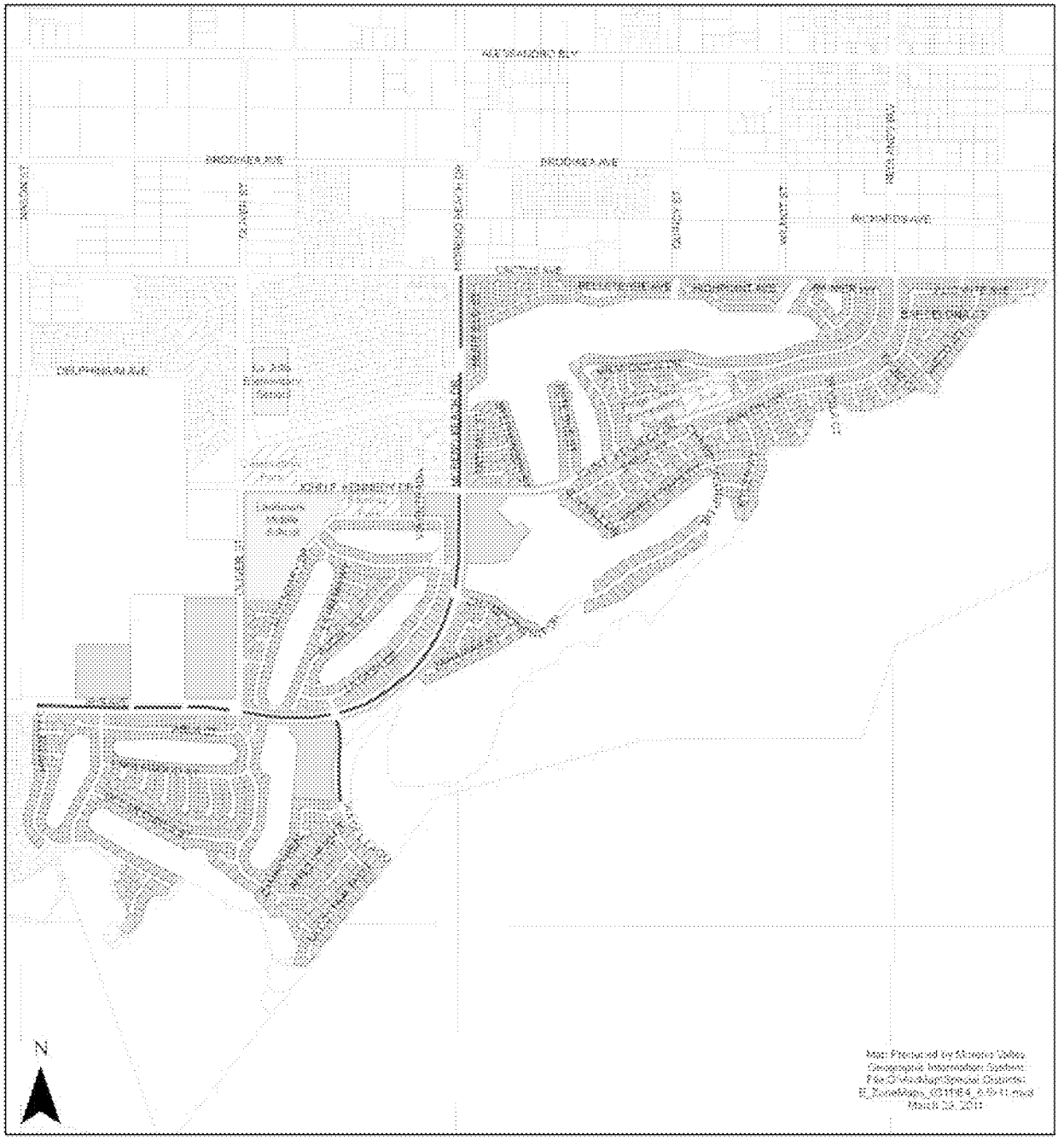

Landscaped Parkway *(Areas Ajardinadas)*

Landscaped Median *(Medianas Ajardinadas)*

Zone E-4 Parcels *(Zona E-4 Parcelas)*

MORENO VALLEY

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-7 • Centerpointe

Landscaped Median
Landscaped Parkway
Zone E-7 Parcels

MORENO VALLEY

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-8 • Promontory Park

Landscaped Parkway

Landscaped Open Space

Zone E-8 Parcels

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-14 • Mahogany Fields

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-15 • Celebration

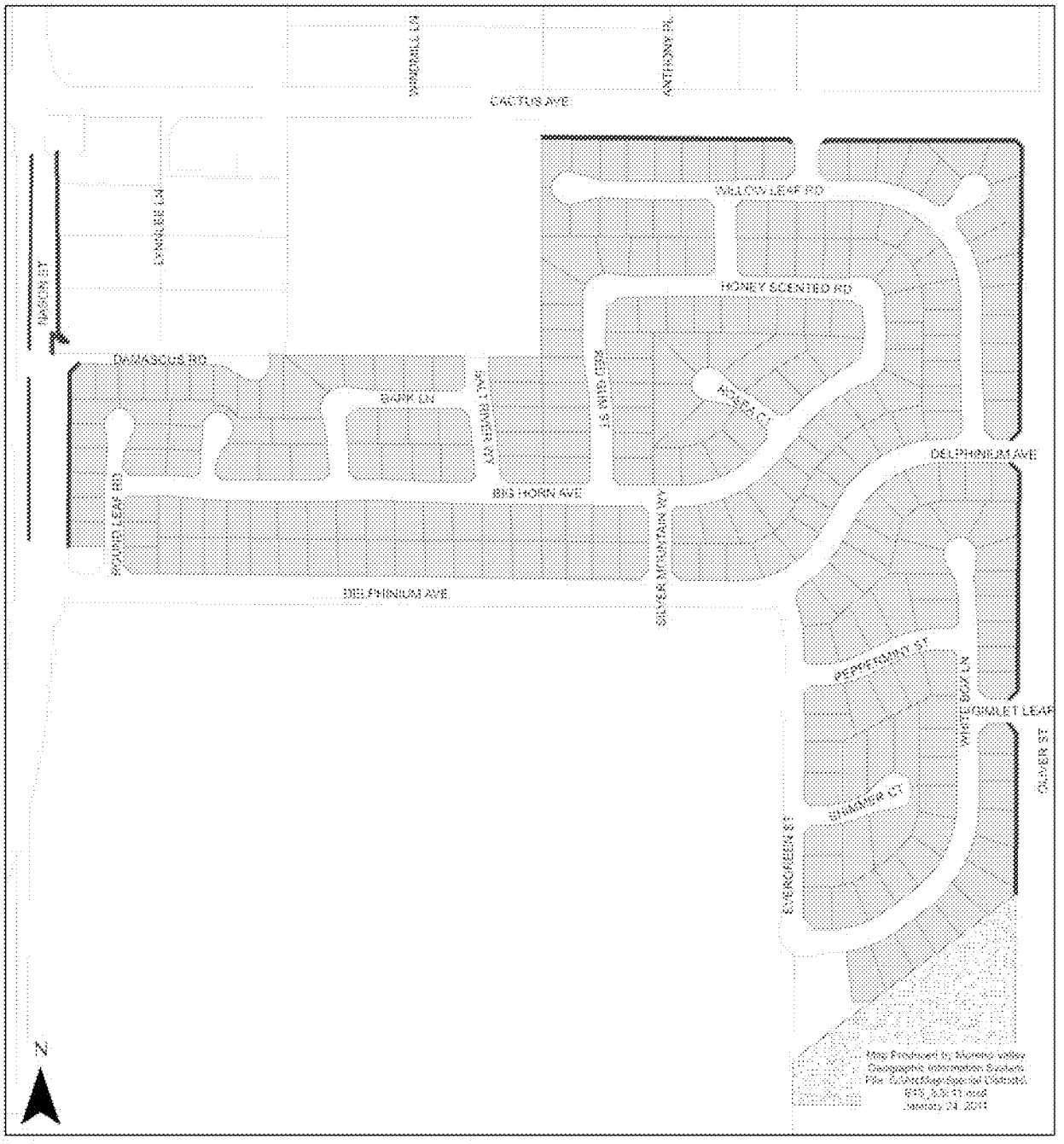

Landscaped Parkway

Landscaped Median

Landscaped Open Space

Zone E-15 Parcels

MORENO VALLEY
GREAT BEGINNINGS FORT

Item No. B.6

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-16 • Shadow Mountain

Attachment 4

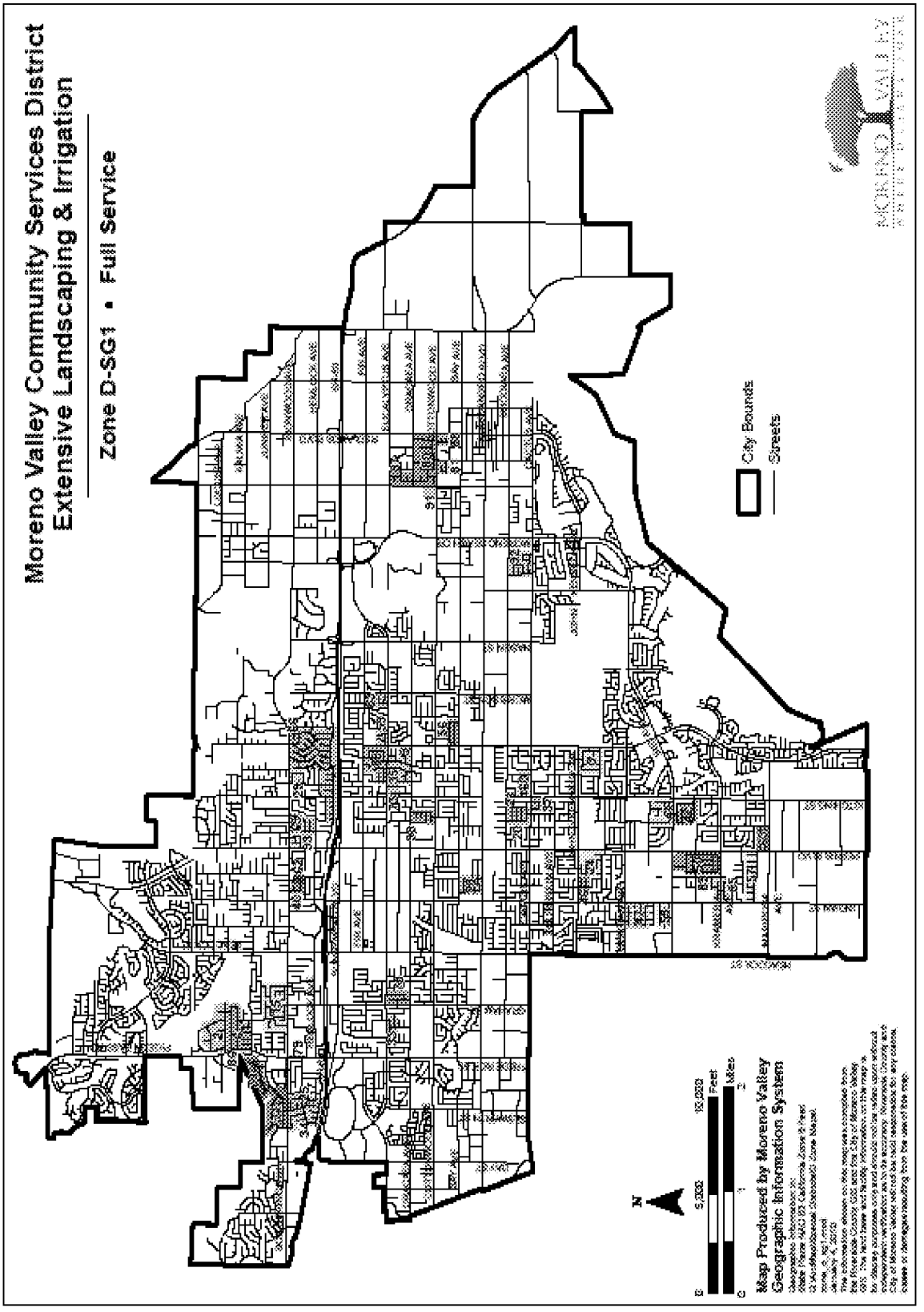

Item No. B.6

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone D-SG1 • Full Service

Map ID	Tract Number	Area (Sq. Ft.)
2	TR 12305	722
3	TR 12773	13,806
4	TR 12902	7,344
6	TR 14387	2,712
9	TR 16769	7,500
15	TR 18283	11,388
20	TR 19141	5,838
21	TR 19142	3,950
24	TR 19210	9,270
25	TR 19233	4,960
26	TR 19474	7,240
28	TR 19496	3,600
33	TR 19529	3,330
34	TR 19533	7,400
35	TR 19541	5,325
37	TR 19675	2,550
40	TR 19862	8,805
41	TR 19912	11,750
42	TR 19937	20,890
46	TR 20120	3,750
47	TR 20197	13,680
50	TR 20404	36,138
53	TR 20718	23,004
56	TR 20941	9,600
57	TR 21113	12,200
59	TR 21345	6,600
60	TR 21397	33,230
62	TR 21737	3,920
63	TR 21806	5,875
68	TR 22999	3,204
69	TR 28982	20,983
70	TR 30579	20,782
71	TR 21333	54,500
73	TR 22371	17,844
78	TR 18191/18468	10,671
79	TR 19080	20,291
80	TR 31269-1	43,723
81	TR 31268	7,058
83	TR 31591	16,445
85	TR 30967	18,013
86	TR 31257	26,686
87	TR 31424	8,750
88	TR 32825	17,926
89	TR 22869	16,436
90	TR 32018	11,306
91	TR 31269	7,450
92	TR 31129	12,395
93	TR 32715	12,715

Total Area, Service Area: 633,757

Total Acreage, Service Area: 14.55

Print Date: January 4, 2010

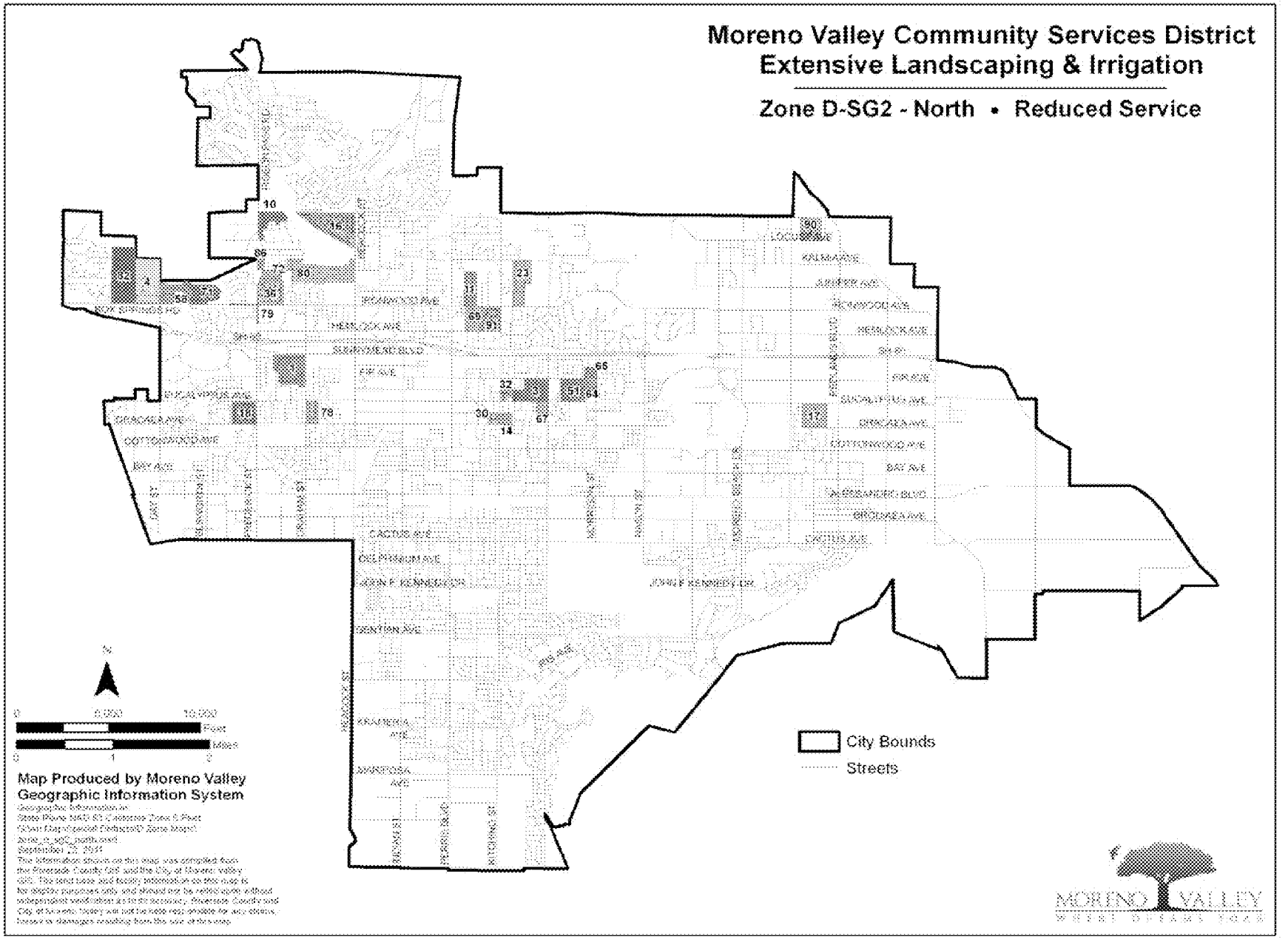
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone D-SG2 - North • Reduced Service
City Bounds
Streets
Map Produced by Moreno Valley
Geographic Information System
MORENO VALLEY

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone D-SG2 - North • Reduced Service

MAP ID	Tract Number	Area (Sq. Ft.)
1	TR 11848	9,066
3	TR 16768	16,281
4	TR 17178	21,097
10	TR 20030	11,200
11	TR 20072	23,550
14	TR 17033	9,990
16	TR 18512/21322	59,940
17	TR 24721	6,882
18	TR 18930	38,849
23	TR 19206	17,680
30	TR 19500	3,638
32	TR 19799	17,652
36	TR 19851	36,364
51	TR 20525	16,500
58	TR 21332	19,440
64	TR 22276	11,680
65	TR 22277	20,485
67	TR 23046	16,000
69	TR 28882	20,983
71	TR 21333	54,500
72	TR 22093	8,873
76	TR 10191/18468	10,871
79	TR 19080	20,291
80	TR 19032	9,132
82	TR 20272	51,216
86	TR 31257	26,686
90	TR 17334	37,680
91	TR 18784/20906	30,432

Total Area, Service Area D-SG2 - North: ***626,966***

Total Acreage, Service Area D-SG2 - North: ***14.39***

Print Date: September 22, 2011

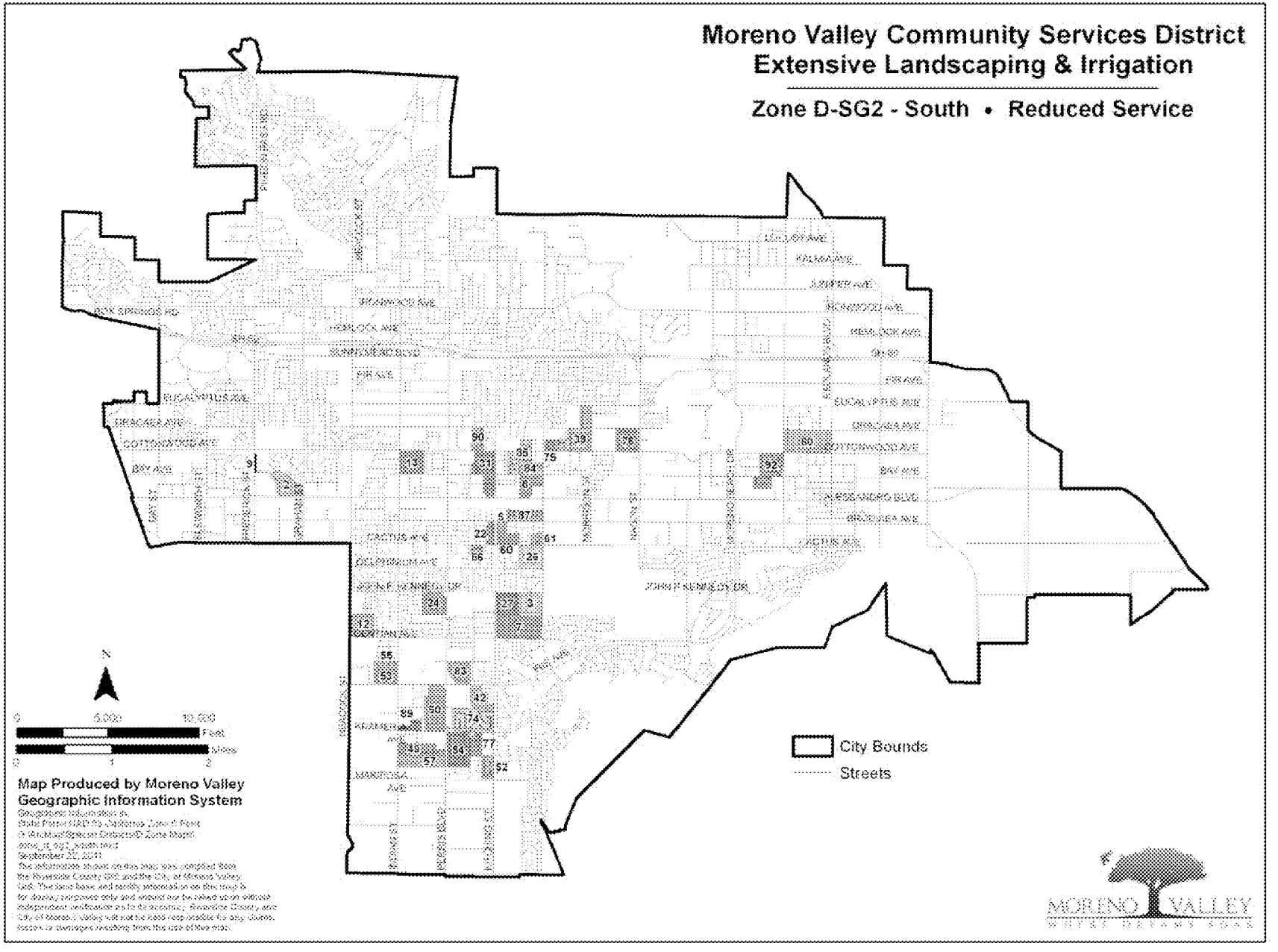
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone D-SG2 - South • Reduced Service
City Bounds
Streets
Map Produced by Moreno Valley
Geographic Information System
MORENO VALLEY

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone D-SG2 - South • Reduced Service

MAP ID	Tract Number	Area (Sq. Ft.)
2	TR 15387	9,049
3	TR 12773	13,806
5	TR 17387	4,364
7	TR 19685	62,530
8	TR 19518/18372	12,634
9	TR 19857	6,810
12	TR 20552	19,458
13	TR 20032	14,076
22	TR 19143	4,864
24	TR 19210	9,270
26	TR 19363	13,320
27	TR 19434	13,242
31	TR 19509	18,328
39	TR 19852	28,800
42	TR 19837	20,890
49	TR 20301	7,200
50	TR 20404	36,138
52	TR 20660	11,912
53	TR 20718	23,004
54	TR 20859	33,630
55	TR 20869	2,100
57	TR 21113	12,200
60	TR 21597	33,230
61	TR 21616	23,528
74	TR 20715	51,250
75	TR 27626	16,373
76	TR 30027	45,633
77	TR 29038	6,243
80	TR 31269-1	43,723
83	TR 15433	24,161
84	TR 13585	6,600
85	TR 16770	5,830
86	TR 17457	3,444
87	TR 17867	13,778
89	TR 22869	16,438
90	TR 32018	11,306
92	TR 31284	28,321

Total Area, Service Area D-SG2 - South:	***707,703***
Total Acreage, Service Area D-SG2 - South:	***16.25***

Print Date: September 22, 2011

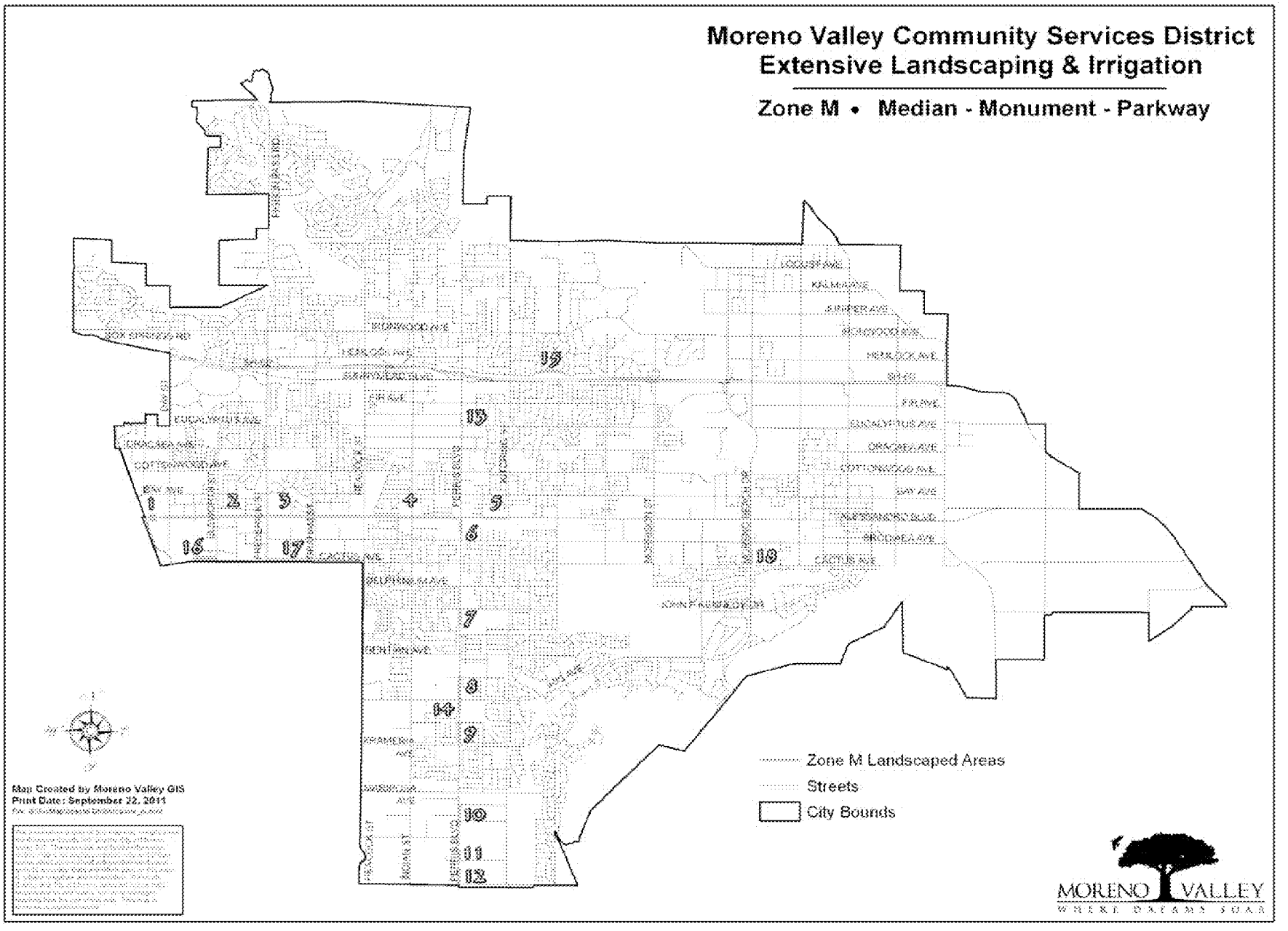
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone M • Median - Monument - Parkway
Zone M Landscaped Areas
Streets
City Bounds
Map Created by Moreno Valley GIS
Print Date: September 22, 2011
MORENO VALLEY

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone M • Medians - Monuments - Parkways

Alessandro Boulevard Medians & Monuments

1. Old Hwy 215 Monuments
   - 17,898 square feet (includes 5,477 sq.ft. turf)
   - 8 trees
   - 4 remote control valves - 1 controller
2. Old Hwy 215 to Frederick Street
   - 89,423 square feet (includes 21,325 sq.ft. turf)
   - 75 trees
   - 32 remote control valves - 2 controllers
3. Frederick Street to Heacock Street
   - 88,445 square feet (includes 34,565 sq.ft. turf)
   - 84 trees
   - 22 remote control valves - 2 controllers
4. Heacock Street to Perris Boulevard
   - 15,609 square feet
   - 4 trees
   - 4 remote control valves - 2 controllers
5. Fleming Arrow Dr to Kitching St
   - 17,470 square feet
   - 21 trees
   - 16 valves - 1 controller

Perris Boulevard Medians

6. South of Alessandro Boulevard
   - 471 square feet
   - 1 tree
   - 2 remote control valves - 1 controller
7. South of John F. Kennedy Drive
   - 1,136 square feet
   - 3 trees
   - 3 remote control valves - 1 controller
8. North of Iris Ave
   - 2,208 square feet
   - 7 trees
   - 4 valves - 1 controller
9. North of Krameria Avenue
   - 3,324 square feet
   - 5 trees
   - 3 valves - 1 controller
10. At San Michele Road
    - 5,335 square feet
    - 10 trees
    - 6 valves - 1 controller
11. Perris Blvd (North of Globe St)
    - 4,118 square feet
    - 8 trees
    - 1 controller
12. Perris Blvd (South of Globe St)
    - 4,958 square feet
    - 12 trees
    - 7 valves - 1 controller

Elder Avenue Retention Basin Parkway

13. South Side of Elder Avenue from Grenville Avenue to Brewster Drive
    - 471 square feet
    - 1 tree
    - 2 remote control valves - 1 controller

Cactus Avenue Medians

14. Cactus Ave. west of Elsworth
    - 2508 square feet
    - 5 trees
    - 4 valves - 1 controller

Print Date: October 4, 2007

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-3A • Lasselle Powerline Parkway
(Areas de lineas de alta tensión por la Lasselle)

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be resold or resold.

Landscaped Parkway *(Areas Ajardinadas)*

Zone E-3A Parcels *(Zona E-3A Parcelas)*

MORENO VALLEY

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MV00205717

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: SECOND EXTENSION OF THE AMENDED AGREEMENT – PROJECT NO. E-4/11 MORENO VALLEY RANCH–EAST / DAYBREAK – MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION

RECOMMENDED ACTION

Recommendations:

1. Approve the Second Extension of the Amended Agreement ("Second Extension Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-4/11, with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for E-4 (Moreno Valley Ranch-East) and E-4A (Daybreak) areas.

2. Authorize the City Manager to execute the Second Extension Agreement for E-4/11 with TruGreen Landcare.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to TruGreen Landcare in the not-to-exceed (NTE) amount of $119,625.32; including $101,350.30 ($95,770.32 for Zone E-4 and $5,580.00 for Zone E-4A) for base services and $18,275.00 ($17,000.00 for Zone E-4 and $1,275.00 for Zone E-4A) for additional work services.

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include:

Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services.

Zone E (extensive landscape maintenance), provides landscape maintenance services at full (standard) or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), E-15 (Celebration) and E-16 (Shadow Mountain).

Zone M (Commercial, Industrial, and/or Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide, and

Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors that perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement (Agreement). In accordance with the terms of the Agreement, annual extensions of the Agreement (Extension Agreement) may be entered into up to no more than 4 extensions of the original Agreement, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the CSD (District) and Contractor, at the base rate as provided in the Amended Agreement, plus an additional amount for extra or unanticipated work (additional work amount) that may be performed during the term of the Agreement plus any applicable Extension Agreement.

The Agreement or Extension Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. “Base services” include: mowing, edging and trimming of turf grass areas, pruning and trimming of

shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes and groundcovers, and pesticide applications. Base services are performed on a scheduled rotation basis. "Additional work services" include, but are not necessarily limited to, additional labor and material costs for irrigation repairs, plant material replacement, fertilizer applications and the addition of added square footage of landscaped areas to be added to a Zone's service area at the unit prices for additional work as specified in the Amended Agreement.

DISCUSSION

On February 17, 2011, the Special Districts Division of the Financial and Management Services Department (formerly the Public Works Department) received valid proposals from eight (8) landscape maintenance firms in response to a Request for Proposal (RFP) to provide standard maintenance of the landscaped parkways, medians and the irrigation system associated with Zones E-4 and E-4A. On June 14, 2011, upon an evaluation of the proposals and staff's recommendation, the City Council, acting in its capacity as the Board of Directors of the Moreno Valley CSD awarded the contract for landscape maintenance of Zone E-4 and Zone E-4A parkways and medians to TruGreen Landcare, Riverside, California (the "Contractor"). The amount of the Agreement for the initial twelve-month term was $194,364.76 for standard service level landscape maintenance ($179,564.76 for base services; $14,800.00 for estimated additional work).

In June of 2011, as part of a Proposition 218 mail ballot process, Zone E-4 property owners did not approve an increase in their Zone E-4 charge to cover increased costs, which would allow for the continuation of providing standard service level landscape maintenance. On October 1, 2011, the landscape maintenance service level for the Zone E-4 service area was adjusted from the standard service level to the reduced service level, based on available funding. This change in service level reduced the base services from $179,564.76 to $120,903.93 for FY 2011/12, a $58,660.83 savings for the remaining 9 months. This reduced the overall cost of the Agreement, including the additional work amount of $14,800.00, from $194,364.76 to $135,703.93.

Beginning in FY 2012/13, the Agreement for landscape maintenance services for Zone E-4 and Zone E-4A had a combined base amount of $101,350.32 ($95,770.32 for Zone E-4 for reduced service level and $5,580.00 for Zone E-4A for standard service level landscape maintenance along with an approved additional work amount of $8,200.00 ($6,900.00 in Zone E-4 and $1,300.00 in Zone E-4A).

Due to budgetary constraints, which caused necessary staffing reductions in the Special Districts Division, tasks normally performed by field personnel, which include irrigation repair services had to be transitioned to the Contractor in order to keep up with the workload. This resulted in the need to amend the Agreement to increase the additional work amount from $8,200.00 to $18,300.00. The NTE cost of the Agreement as amended (Amended Agreement) for FY 2012/13 was $119,650.32.

The service levels provided are consistent with the terms of the CSD Zone E General Service Level Guidelines, as listed in the CSD Zone E Service Plan Policy, (adopted by the CSD Board on September 25, 2007, as amended on April 26, 2011). The Contractor has consistently provided satisfactory service in accordance with the terms of the Amended Agreement (Agreement and First Extension Agreement, collectively the Amended Agreement) and has agreed to extend the Amended Agreement based upon the same terms in accordance with the reduced service level for Zone E-4 and the standard service level for Zone E-4A.

Approval of the Extension Agreement for Fiscal Year 2013/14

Approval of the Second Extension Agreement is being recommended for authorization in the NTE amount of $119,625.32 ($95,770.32 for Zone E-4 base maintenance services, $5,580.00 for Zone E-4A base maintenance services, $17,000.00 for Zone E-4 additional work, and $1,275.00 for Zone E-4A additional work). This is the second of four possible extensions allowed per the terms of the Amended Agreement.

Authority for City Manager Approval of Extension Agreements for the Balance of Available Extensions to the Amended Agreement

Pursuant to City Council Resolution No. 2008-115, the City Council shall provide approval of procurements greater than $100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Amended Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the E-4/11 Amended Agreement, as may be allowed per the terms of the Amended Agreement. Potential extensions are those extensions which may be allowed, contingent upon satisfactory service by the Contractor and concurrence by the City and Contractor to enter into an extension of the Agreement, or the Agreement as Amended.

E-4/11						
	FY 2011/12 Original Agreement as Amended[1]	FY 2012/13 First Extension[2]	FY 2013/14 Proposed Second Extension	FY 2014/15 Potential Third Extension[3]	FY 2015/16 Potential Fourth Extension[3]	Cumulative Total
Base	$ 120,903.93	$101,350.32	$101,350.32	$ 101,350.32	$ 101,350.32	$ 526,305.21
Additional Work	$ 14,800.00	$ 18,300.00	$ 18,275.00	$ 18,275.00	$ 18,275.00	$ 87,925.00
Total	$ 135,703.93	$119,650.32	$119,625.32	$ 119,625.32	$ 119,625.32	$ 614,230.21

[1] In FY 2011/12, the base amount of the Agreement for E-4 was reduced from the standard service level to the reduced service starting October 1, 2011. This adjusted the base amount of the Agreement from $179,564.76 to $120,903.93, a decrease of $58,660.83.

[2] The Additional work Amount for FY 2012/13 includes the additonal work amount as provided in the Extension Agreement ($8,200.00) and First Amendment to the Agreement ($10,100.00) for a total of $18,300.00.

[3] Extensions beyond 2013/14 are anticipated, based upon presently known information and may change in the future for reasons including, but not limited to adding additional service area, removing existing service area, and emergency work.

Staff is requesting the City Council authorize the City Manager to approve extensions and any necessary amendments, as well as associated purchase orders (P.O.) for all remaining extensions available, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council (CSD Board) and demonstration by the Contractor of having provided satisfactory performance of the services, per the terms of the Amended Agreement in the prior year(s), and both the City and the Contractor mutually agreeing to extend the Amended Agreement.

ALTERNATIVES

1. Approve the Second Extension Agreement for E-4/11 with TruGreen Landcare in the form attached hereto to provide for the continuation of landscape maintenance services; authorize the City Manager to execute said Second Extension Agreement for E-4/11 with TruGreen Landcare; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $119,625.32 ($95,770.32 for Zone E-4 base services, $5,580.00 for Zone E-4A base services, $17,000.00 for Zone E-4 additional work services, and $1,275.00 for Zone E-4A for additional work services); and authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement and authorize the associated P.O.s as may be required in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will ensure uninterrupted landscape maintenance and irrigation services be provided to the parkways and medians associated with the Zones E-4 (Moreno Valley Ranch – East) and E-4A (Daybreak) both of which are located in the eastern portion of the Moreno Valley Ranch Specific Plan.*

2. Do not approve the Second Extension Agreement for E-4/11 with TruGreen Landcare in the form attached hereto to provide for the continuation of landscape maintenance services; nor authorize the City Manager to execute said Second Extension Agreement for E-4/11 with TruGreen Landcare; nor authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $119,625.32 ($95,770.32 for Zone E-4 base services, $5,580.00 for Zone E-4A base services, $17,000.00 for Zone E-4 additional work services, and $1,275.00 for Zone E-4A for additional work services); and do not authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement nor authorize subsequent P.O.s as may be required in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney. *By selecting this alternative, there will be an interruption in landscape maintenance and irrigation services provided to the parkways and medians associated with the Zones E-4 (Moreno Valley Ranch – East) and E-4A (Daybreak) landscaped areas, which will prevent necessary landscape maintenance services from being performed.*

FISCAL IMPACT

Administration and maintenance of Zone E is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills. Revenue from the parcel charges collected for Zone E-4 and E-4A may only be used for landscape maintenances services associated with the parkways and medians in Zones E-4 and E-4A. **The costs for these maintenance services have been budgeted, respectively, for each of these Zones for the coming fiscal year**. **These actions will not impact the City's General Fund.**

The following table represents the base and additional work costs for FY 2013/14 associated with the E-4/11 Second Extension Agreement for Zones E-4 and E-4A.

Service Area (Zone)	Contractor	GL Account	2013/14 Base Agreement Amount	2013/14 Additional Work Agreement Amount	2013/14 Total Agreement Amount
E-4	TruGreen Landcare	5013-30-79-25711-620910	$ 95,770.32	$ 17,000.00	$ 112,770.32
E-4A	TruGreen Landcare	5013-30-79-25712-620910	$ 5,580.00	$ 1,275.00	$ 6,855.00
		Total	$ 101,350.32	$ 18,275.00	$ 119,625.32

CITY COUNCIL GOALS

Community Image and Positive Environment:

City Council in their capacity as the CSD Board will allow for the continued promotion of community image, as well as neighborhood pride and cleanliness, through continued maintenance of parkways and medians of CSD maintained landscaped areas by approval of this item.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1: Second Extension Agreement for E-4/11 for FY 2013/14

Attachment 2: First Amendment to the Agreement

Attachment 3: Extension to the Agreement (First Extension Agreement) for E-4/11 for FY 2012/13

Attachment 4: Agreement for E-4/11 for FY 2011/12

Attachment 5: Site Map – Zone E-4 Moreno Valley Ranch – East

Attachment 6: Site Map – Zone E-4A Daybreak

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00205725

SECOND EXTENSION AGREEMENT
PROJECT NO. E-4/11
MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereinafter, "District") and **TruGreen Landcare** (hereinafter, "Contractor")

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated August 18, 2011, referencing Project No. E-4/11 for the maintenance of the District's parkway and median landscaping and irrigation systems associated with Project No. E-4/11– Moreno Valley Ranch – East/Daybreak, for Zones E-4 (Moreno Valley Ranch – East) and E-4A (Daybreak); and,

WHEREAS, written notification was provided to the Contractor that effective October 1, 2011, the service levels and contract costs for maintenance would be adjusted from the full service level to the reduced service level for Zone E-4, with E-4A remaining at a full service level; and,

WHEREAS, the change in the service level in accordance with Exhibit E., 9., Schedule II, A., of the Agreement provides the monthly and annual costs for service levels, which total $95,770.32 annually for reduced service level landscape maintenance for Zone E-4 and $5,580.00 annually for full service level landscape maintenance for Zone E-4A; and,

WHEREAS, landscape maintenance services provided during the initial term of the Agreement were sufficiently performed and both District and Contractor mutually agreed to enter into an extension of the Agreement (First Extension Agreement) for the term of July 1, 2012 to June 30, 2013; and,

WHEREAS, a First Amendment to the Agreement (First Amendment and Agreement hereinafter collectively referred to as "Amended Agreement") was approved by the CSD Board to increase the additional work amount of the Agreement from $8,200.00 to $18,300.00, an increase of $10,100.00); and,

WHEREAS, the Amended Agreement for FY 2012/13 totaled $119,650.32 ($95,770.32 for Zone E-4 base services, $5,580.00 for Zone E-4A base services, $17,000.00 for Zone E-4 additional work, and $1,275.00 for Zone E-4A additional work); and,

WHEREAS, landscape maintenance services as provided under the Amended Agreement are being sufficiently performed; and,

WHEREAS, pursuant to the terms of the Amended Agreement, both parties wish to extend the Amended Agreement (Second Extension Agreement); and,

WHEREAS, the Amended Agreement as extended (Second Extension Agreement) shall be extended for a period of twelve (12) months under the following terms:

1. The Second Extension Agreement period shall commence on **July 1, 2013** and shall terminate on **June 30, 2014.**

2. In accordance with Exhibit D., 1., B., of the Agreement, this Second Extension Agreement shall be considered the second of four possible extensions of the Agreement.

3. For the period of this Second Extension Agreement and except where additional compensation is specifically provided for in the Amended Agreement, the District will pay the Contractor for work (labor, materials, supplies, equipment, etc.) performed under this Second Extension Agreement for maintenance of the parkway and median areas of E-4 and E-4A consistent with the payment terms (Exhibit C) of the Agreement in the total amount of **EIGHT THOUSAND FOUR HUNDRED FORTY-FIVE AND 86/100 DOLLARS ($8,445.86)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **ONE HUNDRED ONE THOUSAND THREE HUNDRED FIFTY AND 32/100 DOLLARS ($101,350.32).**

4. Notwithstanding, Exhibit E., 9., B., 3., A. and B., on page 85, of the Agreement, the unit cost set forth in the Additional Work Price List, for any landscape areas added to the project during the period of this Extension shall be as follows:

    a. Additional parkway areas, planters (trees to 18-feet height, shrubs, ground cover included, as applicable). **$0.0075/sq.ft./mo**.

    b. Additional parkway areas, turf (trees to 18-feet height, shrubs, ground cover included, as applicable). **$0.006/sq.ft./mo**.

5. Notwithstanding Exhibit C., 2., E., of the Agreement, for the period of this Second Extension Agreement and except as specifically approved by subsequent action of the CSD Board or City Manager as directed by the CSD Board, the Director (the Chief Financial Officer/City Treasurer or their designated appointee) may not authorize additional work pursuant to this Second Extension Agreement or the original Agreement in excess of the cumulative total of **EIGHTEEN THOUSAND TWO HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS ($18,275.00).** This additional work amount would allocate seventeen thousand and 00/100 dollars ($17,000.00) for additional work in Zone E-4 and one thousand two hundred and seventy-five and 00/100 dollars ($1,275.00) in Zone E-4A.

6. Except as set forth herein, all other terms and conditions of the Amended Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor: TruGreen Landcare
By: _____	By: _____
Title: City Manager, Acting in the capacity of District Manager to the Moreno Valley Community Services District	Title: (President or Vice President)
Date: _____	Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary

Date: _____

Affix Corporate Seal Below

FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT MORENO VALLEY COMMUNITY SERVICES DISTRICT MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION

PROJECT NO. E-4/11

This First Amendment to the Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT, a municipal corporation, hereinafter referred to as "CSD," and TruGreen Landcare, a California General Partnership hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the City and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for R.F.P. NO. E-4/11 - PROJECT NO. E-4/11, hereinafter referred to as "Agreement," dated August 18, 2011; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform maintenance of landscaping and irrigation of the landscaped parkways and medians for E-4 (Moreno Valley Ranch-East) and E-4A(Daybreak) as provided in the Agreement; and,

WHEREAS, an extension agreement was entered into on July 26, 2012 for the 2012/13 Fiscal Year ("FY") the "First Extension Agreement"; and

WHEREAS the First Extension Agreement was authorized in the not-to-exceed (NTE) amount of $109,550.32 ($101,350.32 for base maintenance services, to be paid at a rate of $8,445.86 per month, one month in arrears and $8,200.00 for additional work); and,

FIRST AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. E-4/11

WHEREAS, the amount of additional work that has been identified is greater than anticipated when the First Extension Agreement was entered into, which will require an increase in the First Extension Agreement's additional work allocation of $10,100.00 from $8,200.00 to $18,300.00 ($17,000 for E-4 and $1,300 for E-4A), to cover the cost of additional services, which includes but is not limited to labor and materials, for irrigation repairs and replanting, to be performed or provided by the Contractor; and,

WHEREAS, it is desirable to amend the First Extension Agreement, to increase the NTE amount from $109,550.32 to $119,650.32 to cover the additional costs of services, at the unit prices as listed in Exhibit E, Section 9., letter B. of the Agreement.

SECTION 1 FIRST AMENDMENT to the FIRST EXTENSION AGREEMENT:

1.1 Amend the Additional Work Amount of the First Extension Agreement Section 5. from eight-thousand two hundred and 00/100 dollars ($8,200.00) to eighteen thousand three hundred and 00/100 dollars ($18,300.00) to accommodate additional labor and material costs associated with irrigation and replanting services, for a total NTE of $119,650.32 ($101,350.32 for base and $18, 300 for additional work).

SECTION 2

2.1 Except as otherwise specifically provided in this First Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

MV00205731

FIRST AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. E-4/11

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____

Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District

Date: _____

Contractor: TruGreen Landcare

By: _____

Title: (President or Vice President) Branch Manager

Date: 5/17/13

By: _____

Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: _____

Affix Corporate Seal Below
(If applicable)

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

Liberty Mutual.

Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462-1644
Ph. (610) 832-8240

Effective Term: 07/01/2013 - 06/30/2014

INCREASE / DECREASE RIDER

Rider to be attached to and form a part of Bond Number 015030479, dated the 26th day of June, 20 12, issued by Liberty Mutual Insurance Company, a Massachusetts stock insurance company, as Surety (the "Surety"), on behalf of TruGreen LandCare, a California General Partnership, as principal (the "Principal"), in favor of Moreno Valley Community Services District, as obligee (the "Obligee").

It is understood and agreed that the penal sum of the attached bond is hereby increased (increased/decreased) from One Hundred One Thousand Three Hundred Fifty and 32/100 ($ 101,350.32) Dollars, to One Hundred Nineteen Thousand Six Hundred Fifty and 32/100 ($ 119,650.32) Dollars.

This change is effective the 1st day of July, 20 13.

The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified.

DATED as of this 16th day of May, 20 13.

WITNESS / ATTEST:

Renato Reyes, Account Manager

TruGreen LandCare, a California General Partnership
(Principal)

By: Janina Monroe (Seal)
Name: Janina Monroe
Title: Attorney-in-Fact

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By: Michelle Haase (Seal)
Attorney-in-Fact: Michelle Haase

ACCEPTED:

By: _____

Date: _____

Project No. E-411: Maintenance of Parkway and Median Landscaping and Irrigation.

LMIC-3010 Rev. 03/04

Item No. B.7

MV00205733

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Los Angeles }

On MAY 16 2013 (Date) before me, Susan E. Morales, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Janina Monroe (Name(s) of Signer(s)),

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

SUSAN E. MORALES
COMM. # 1930723
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires March 28, 2015

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

Witness my hand and official seal.

Signature Susan E. Morales
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Janina Monroe
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☒ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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TruGreen LandCare™

POWER OF ATTORNEY

TruGreen LandCare L.L.C. ("TruGreen"), a Delaware Limited Liability Company, with its principal place of business located at 9416 Doctor Perry Road, Ijamsville, Maryland 21754, and a Federal Employer Identification Number of 36-4313318, hereby constitutes and appoints, jointly and severally, the employees of Lockton Insurance Brokers LLC ("Lockton") identified below, as its true and lawful attorney-in-fact, to execute all surety bonds with a face amount of up to $1,000,000 issued on behalf of TruGreen or any of TruGreen's direct and/or indirect subsidiaries as set forth herein.

EMPLOYEE	LOCATION
Paul Boucher	Lockton Insurance Brokers LLC-Los Angeles
Janina Monroe	Lockton Insurance Brokers LLC-Irvine
Sarah Campbell	Lockton Insurance Brokers LLC-Los Angeles
Dennis Langer	Lockton Insurance Brokers LLC-Los Angeles
Yalonda Eubank	Lockton Insurance Brokers LLC-Los Angeles
Richard A. Roderick	Lockton Insurance Brokers LLC-Los Angeles
Heather Win	Lockton Insurance Brokers LLC-Los Angeles
Misty Wright	Lockton Insurance Brokers LLC-Los Angeles
Debra J. Scarborough	Lockton Insurance Brokers LLC-Kansas City
Christy M. McCart	Lockton Insurance Brokers LLC-Kansas City

This Power of Attorney supersedes all prior Power of Attorney executed for this purpose and shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days' written notice.

This Power of Attorney shall include the following direct and indirect subsidiaries of TruGreen and any and all direct and/or indirect subsidiaries that are acquired or formed by TruGreen after the execution of this Power of Attorney.

SUBSIDIARIES	FEDERAL EMPLOYER IDENTIFICATION NUMBER
TruGreen LandCare, a California General Partnership	36-4313318
TruGreen LandCare of Nevada L.L.C.	36-4345959
TruGreen LandCare of Alabama L.L.C.	36-4345958
Minnesota Lawn Maintenance, Inc.	41-1766873

IN WITNESS WHEREOF, the individual signing below affirms his/her authority to sign this Power Of Attorney on behalf of TruGreen LandCare L.L.C. and to grant the powers contained herein.

Dated this 17 th day of May, 2012

TruGreen LandCare L.L.C.

By: _____
Vidyadhar Kulkarni, President & CEO

(Signature to be notarized)

STATE OF MARYLAND}
COUNTY OF FREDERICK}

On this 17th day of May, 2012, before me, the undersigned Notary Public for said State and County, personally appeared VIDYADHAR KULKARNI, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the President and CEO of TRUGREEN LANDCARE L.L.C., the within named bargainor, a Delaware Limited Liability Company, and that he as such President and CEO, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Nancy Pope
Notary Public

My Commission Expires:

NOTARY PUBLIC SEAL STATE OF MARYLAND
NANCY POPE
Notary Public
Frederick Co., MD
My Comm. Exp's. Aug. 4, 2015

Item No. B.7

MV00205736

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On MAY 16 2013 (Date) before me, Brianne Davis, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Michelle Haase (Name(s) of Signer(s)),

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

BRIANNE DAVIS
Commission No. 2017152
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
My Comm. Expires APRIL 1, 2017
NCC1 NCC1

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

Witness my hand and official seal.

Signature Brianne Davis
Signature of Notary Public — Brianne Davis

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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Item No. B.7

MV00205737

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

4831333

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **PAUL BOUCHER, JANINA MONROE, THOMAS G. MCCALL, JEREMY YEUNG, TIMOTHY J. NOONAN, MICHELLE HAASE, ALL OF THE CITY OF LOS ANGELES, STATE OF CALIFORNIA**

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100**********DOLLARS ($ 50,000,000.00**********) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of 6th day of September, 2011.

LIBERTY MUTUAL INSURANCE COMPANY

By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 6th day of September, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this _____ day of MAY 16 2013, _____.

Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Item No. B.7

MV00205738

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MV00205739

EXTENSION AGREEMENT
PROJECT NO. E-4/11
MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **TruGreen Landcare** (hereafter, "Contractor")

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated August 18, 2011 referencing Project No. E-4/11 for the maintenance of the District's parkway and median landscaping and irrigation systems associated with Project No. E-4/11– Moreno Valley Ranch – East/Daybreak.

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement.

WHEREAS, the Extension of the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2012** and shall terminate on **June 30, 2013.**

2. In accordance with Exhibit D, Section 1 B. of the Agreement, this Extension shall be considered the first of four possible Extensions of this Agreement.

3. For the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension for maintenance of the parkway and median areas consistent with the terms of the Agreement in the total amount of **EIGHT THOUSAND FOUR HUNDRED FOURTY-FIVE 86/100 ($8,445.86)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **ONE HUNDRED ONE THOUSAND THREE HUNDRED AND FIFTY 32/100 DOLLARS ($101,350.32).**

4. Notwithstanding, Exhibit E, Section B, 3. A. and B. on page 85, of the Agreement, the unit cost set forth in the Additional Work Price List, for any landscape areas added to the project during the period of this Extension shall be as follows:

   a. Additional parkway areas, planters (trees to 18-feet height, shrubs, ground cover included, as applicable). **$0.0075/sq.ft./mo**.

   b. Additional parkway areas, turf (trees to 18-feet height, shrubs, ground cover included, as applicable). **$0.006/sq.ft./mo**.

5. Notwithstanding Exhibit C., Numeral 2, Letter e of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the City Council, the Director (the Public Works Director/City Engineer or his designated appointee) may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **EIGHT THOUSAND TWO HUNDRED AND 00/100 DOLLARS ($8,200.00).**

6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

EXTENSION AGREEMENT
PROJECT NO. E-4/11 – MORENO VALLEY RANCH EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor: TruGreen Landcare
By:	By:
Title: Mayor, Acting in the capacity of President of the Board of Directors of the Moreno Valley Community Services District	Title: (President or Vice President) Tim Martinez, Region Manager
Date: 7/26/12	Date:

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

Deputy City Attorney

7-9-12
Date

RECOMMENDED FOR APPROVAL:

Department Head

7/19/12
Date

By:
Title: Corporate Secretary or Assistant Secretary

Date:

Affix Corporate Seal Below

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MV00205743

INDEPENDENT CONTRACTOR AGREEMENT

R.F.P. NO. E-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name	TruGreen Landcare
Street Address	1616 Marlborough Ave.,
Street Address	Bldg. S
City, State, Zip	Riverside, CA 92507
Mailing Address (If same as Street Address, write same or same as above)	Same as Above
Business Phone (with area code)	(951) 688-6880
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	
Fax Number	(951) 686-1436
Email Address	
Social Security Number	
Business License Number	07754
Federal Tax ID Number	36-4313318
Contractor's License Number & Classification	774548 C-51, D-49, C-27

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), and the their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, RDA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, RDA, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the

as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.

J. Termination.

1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.

2. The District may terminate this Contract without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951. 413-3036
Fax number: 951. 413-3034

SIGNATURE PAGE TO FOLLOW:

EXHIBIT A
R.F.P. NO. E-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. SCOPE OF WORK

A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 23, Project Location Map.

B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf and shrub areas designated hereunder; regularly maintain and prune trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.

E. All work shall be performed in accordance with the Technical Provisions for Full Service or Reduced Service. Determination of the level of service shall be made per written direction by the City. Service levels may be converted from Full to Reduced or from Reduced to Full with 30 days advance written notice by the City.

G. For the purposes of this Contract, "Working Days" shall be Mondays through Thursdays, excluding holidays as provided herein. The hours of maintenance service shall be from 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

3. FUNCTIONS AND RESPONSIBILITIES

A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Appendix B, Monthly Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. CONTRACTOR'S STAFF

A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.

C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.

D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements..

Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Exhibit A, Section 3, paragraph J of the Contract Agreement.

8. USE OF CHEMICALS

A. Before the beginning of the Contract period, the Contractor shall submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS).of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.

B. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.

D. Contractor shall report all fertilizers and pesticides used in performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3, paragraph B above. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

12. PAYROLL RECORDS

A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.

B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars ($25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Provisions Full Service Fertilization, Section 18.

13. Pest control: See Technical Provisions - Full Service Pesticide Use, Section 19.

14. Aeration:

    (a) All turf areas shall be aerated three (3) times annually;

    (b) Aeration shall be done in the spring, mid-summer, and fall, or as directed by District field staff;

    (c) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

    (d) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

    (e) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

(d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall not be allowed:

(a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

(c) Use of pruning paint/pruning compound/wound dressing;

(d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Provisions – Full :Service Pesticide Use, Section 19.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Any shrub shall be pruned and/or trimmed at any time in order to:

2. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed at any time in order to:

   (a) Remove dead, diseased, or damaged branches/crowns;

   (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

   (c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

   (a) To enable successful adaptation to their particular site situation;

   (b) In accordance with accepted practices for the particular species in question;

   (c) As often as is necessary to accomplish the results intended in paragraphs (a) and (b) above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Provisions - Full Service Fertilization, Section 18.

8. Pest control: See Technical Provisions – Full Service Pesticide Use, Section 19.

E. WEED CONTROL

1. All weeds shall be continuously controlled at all sites.

2. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

   (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than one (1) time per week;

   (b) Be turned off during periods of rainfall, or as directed by District field staff;

   (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

   (a) Be operated only when Contractor's personnel are present on site;

   (b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;

   (c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

2. Contractor shall make a <u>minimum</u> of one (1) visitation per week of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walks the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of this condition.

3. All hardscape areas, including but not limited to sidewalks, curbs, and

5. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

18. TECHNICAL PROVISIONS – FULL SERVICE FERTILIZATION

A. TURF FERTILIZATION

1. Per Technical Provisions – Full Service Landscape Section 17, a humus base fertilizer shall be applied to turf areas immediately following spring and fall aeration operations. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Humus base fertilizers to be applied by drop spreader only.

3. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

6. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

			Rates per 1,000 sq. ft.	
Month	Number of Apps	Type of Fertilizer	Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of

the County of Riverside during the entire term of this Contract.

3. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

4. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require that copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. For pesticide application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(c) The Director may require that all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(d) The Director may require that all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

(a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Mowing height for cool season grasses shall not exceed a maximum of three inches (3"), or minimum of two inches (2"), and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed a maximum of one and one-half inches (1½"), or a minimum of three-quarters of an inch (¾"), and shall be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Around tree trunks in turf areas, a six inch (6") ring of grass shall be removed in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.

13. Pest control: See Technical Provisions - Reduced Service Pesticide Use, Section 22.

14. Aeration is considered Additional Work, per Exhibit C., Section 2.

15. Renovation/thatching operations are considered Additional Work, per Exhibit C., Section 2.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Any tree shall be pruned at any time in order to:

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodgepole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Provisions – Reduced Service Pesticide Use, Section 22.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Any shrub shall be pruned and/or trimmed at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned:

   (a) To enable successful adaptation to their particular site situation;

   (b) Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

   (c) As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach and water solution

5. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.

8. Pest control: See Technical Provisions - Reduced Service Pesticide Use, Section 22.

E. WEED CONTROL

1. All weeds shall be controlled quarterly at all sites.

2. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

3. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; non-landscaped portions of sites, as determined by the Director.

4. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

5. Chemical weed control: See Technical Provisions – Reduced Service Pesticide Use, Section 22.

6. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. All landscape sites at all times shall receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather

(c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to repair irrigation systems shall be of the same manufacture as those originally installed, unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

2. Contractor shall make a minimum of one (1) visitation per **month** of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walkways the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites which, in the opinion of the Director, contain an exceptional amount of litter shall be cleared by Contractor before the close of business the working day following notification of this condition.

3. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

4. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2.

5. The Contractor shall dispose of all debris and litter as described in paragraphs 1 and 2 above off-site, and in a legal manner.

   (a) The Contractor shall notify the Director immediately whenever suspicious and/or waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

   (b) Failure to adhere to the specifications of this section of the Special

2. A humus base fertilizer shall be applied to turf areas immediately following aeration operations.

3. Humus base fertilizers are required to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply the Director with a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

6. Written notification to the Director is required five (5) days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Applications	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
APR	1	23-5-10*	1.5	6.5 lbs

* 23-5-10/BEST® POLY SUPREME or approved equal.

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

3. Contractor shall supply to the Director with a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required five (5) days prior to fertilizer application.

5. Fertilizer application reporting specifications, - See Section 3. – Functions and Responsibilities and Section 8 – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of

Director a list of all proposed pesticides to be used in the fulfillment of said Contract, per Section 8 – Use of Chemicals. A valid written pesticide use recommendation for each pesticide listed shall be submitted concurrently with this list. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides so listed shall be submitted in writing to the Director for approval prior to use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for filing all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. Pesticide application reporting specifications, - See Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

3. A five (5) working day written notice shall be given to the Director prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

(a) Weed Control – Application of pre-emergent herbicides shall be considered Additional Work, per Exhibit C., Section 2.

(b) Appropriate chemical control must be used on the following weeds.

Bermuda Grass
Kikuyu Grass
Nutsedge

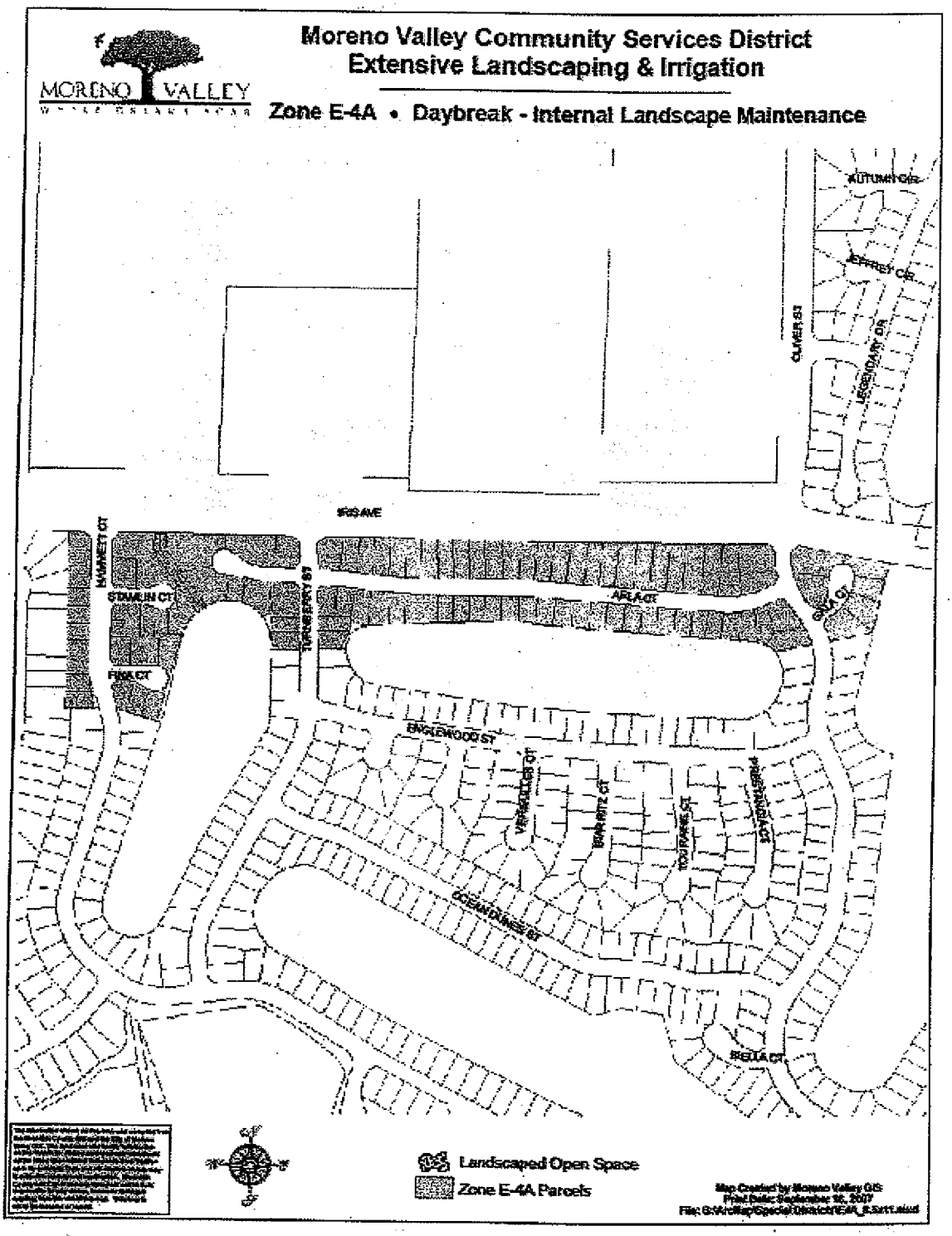
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E-4A • Daybreak - Internal Landscape Maintenance
MORENO VALLEY
AUTUMN CIR
JEFFREY CIR
CLINER ST
LEGENDARY DR
MARKET CT
STAMLIN CT
TURNBERRY ST
APLA CT
FINA CT
ENGLEWOOD ST
VERMILLION CT
BIANKITZ CT
TOURAINE ST
LOCKHAVEN DR
OCEANDUNES ST
STELLA CT
Landscaped Open Space
Zone E-4A Parcels

EXHIBIT B: District Responsibilities

R.F.P. NOE-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACT SUPERVISION

A. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.

B. Director must give consent in writing prior to application of any Category I pesticide.

B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made of a new installation, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in the Exhibit E, Section 9, shall be prorated from the day the Contractor commences work on the additional areas.

D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Section 9. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).

E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of $14,800.00 for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

A. Work required in the General or Special Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or

EXHIBIT D: Term of Contract
R.F.P. NO. E-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. TERM OF CONTRACT

A. Following approval by both parties, the Contract will commence on July 1, 2011, and shall terminate twelve (12) months thereafter.

B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.

C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.

E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

R.F.P. NO.E-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

1. SCHEDULE I

A. COMPANY NAME: TRUGREEN LANDCARE

TYPE
- Sole proprietor ____
- Partnership X
- Corporation ____

B. COMPANY ADDRESS/PHONE NUMBER

MAIN OFFICE ADDRESS:
1616 MARLBOROUGH AV. Bld. S
RIVERSIDE, CA. 92507

MAIN OFFICE PHONE NUMBER: 951-688-6880.

SATELLITE OFFICE ADDRESS (if applicable):

SATELLITE OFFICE PHONE NUMBER ____

C. CONTRACTOR'S LICENSING INFORMATION:

LICENSE NUMBER/CLASSIFICATION/NAME STYLE: 774548
C-61, D-49, C-27

NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 10

LICENSE EXPIRATION DATE: 2-29-12

CURRENT LICENSE STATUS: ACTIVE

- TYPE: DUMP TRUCKS F-450 NUMBER: 9
- TYPE: NUMBER:

B POWER EQUIPMENT

- TYPE: MOWERS 21", 36", 48", 60" NUMBER: 64
- TYPE: BLOWERS NUMBER: 48
- TYPE: HEDGE TRIMMERS NUMBER: 47
- TYPE: WEEDEATERS NUMBER: 52

I. REFERENCES

ATTACH RESPONSES ON ADDITIONAL SHEETS - ONE SHEET PER REFERENCE

1. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.
2. REFERENCE RESPONSES MUST INCLUDE:
   A. NAME AND ADDRESS OF AGENCY;
   B. NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
   C. CONTRACT NAME(S) / NUMBER(S);
   D. ANNUAL CONTRACT AMOUNT(S);
   E. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
   F. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
   G. LENGTH OF CONTRACT(S).
3. **THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:**
   A. How many (number) of contracts and years under contract?
   B What are/were the Scope of the contract(s), acreage amounts, location(s)?
   C. What are/were the Contract amount(s)?
   D. Do/did they have adequate (quantity/quality) staffing?
   E. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
   F. Does staff have the ability to comprehend/speak English?
   G. How are/were the appearance, uniforms, and use of safety equipment?
   H. Do/did they have availability of additional personnel for extra work/special projects?
   I. Is/was the equipment used in good working order?
   J. Do/did they have an effective in-company communications system?
   K. How is/was the knowledge of project/contract standards?
   L. Do/did they have the ability to respond to complaints/requests in a timely fashion?

M. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
N. How accurate & timely is/was billing/invoicing?
O. Have Contract(s) been successfully completed to term?
P. Would you accept future proposals/bids from this company?

2. PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

A. **Facilities** – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

RIVERSIDE OFFICE
1616 MARLBOROUGH AV. BLD. S
RIVERSIDE, CA. 92507

B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **Equipment:** LAZER RIDING MOWER, 36" Walk behind Mower, 21" Mower, Power Edger, Hedge Trimmers, Blowers, Weed eater, Chain saw

2. **Motor Vehicles:**
1- Stake Bed F-350
1- Pick-up F-150
1- Spray Truck F-350 w/ Bubble Tanks.

3. **Turf Maintenance Power Equipment/Tools:**
Power Edgers & Mowers above under equipment.

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C. **Staff**: - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**
(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

Conrado Sigala – Area Manager
Lori Ledesma - Office Admin.
Foreman and labors who be assigned to job.

2. **Tree Trimming/Maintenance:**
(List any ISA or equivalent certified personnel)

Rafael Gomez - ISA Certified

3. **Irrigation System Maintenance:**
(List technical personnel – include any relevant education, certification, licensing information for each person listed)

Gilberto Castillo - Irrigation Tech

4. **Pesticide Application:**
(List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.)

Ray Velasquez - QAL 103311
Manny Mendes - QAL 100444

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PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE
E-4 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 - Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks 4 Man Crew - 32 Hrs 1 Irrigator 8 Hrs	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 - Man Crew 32 Hrs. 1 - Irrigator 8 Hrs	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew - 32 Hrs 1 Irrigator 8 Hrs.	- Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks - Meeting Inspector 1 Hr 3 Man Crew 24 Hrs 1 Irrigator 8 Hrs	OFF (Mon)
WEEK #2 - Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks 4 Man Crew - 32 Hrs. 1 Irrigator 8 Hrs	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew - 32 Hrs 1 Irrigator 8 Hrs.	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew 32 Hrs 1 Irrigator 8 Hrs.	- Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks 3 Man Crew 24 Hrs 1 Irrigator 8 Hrs.	OFF (Mon)
WEEK #3 - Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks 4 Man Crew - 32 Hrs 1 Irrigator 8 Hrs	Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew 32 Hrs 1 Irrigator 8 Hrs	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew 32 Hrs. 1 Irrigator 8 Hrs.	- Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks - Meeting Inspector - 1 Hr. 3 Man Crew 24 Hrs 1 Irrigator 8 Hrs.	OFF (Mon)
WEEK #4 - Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks 4 Man Crew 32 Hrs. 1 Irrigator 8 Hrs.	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew 32 Hrs 1 Irrigator 8 Hrs.	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew 32 Hrs. 1 Irrigator 8 Hrs.	- Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks 3 Man Crew 24 Hrs. 1 Irrigator 8 Hrs.	OFF - Reports Submittals 1 Hr (Mon)

WINTER SCHEDULE NOV - APRIL

R.F.P. NO. E-4/11

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE

E-4A MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1			-Detail Trimming -Trash Pick-up -Weeding & Spraying -Blowing Sidewalks. 2 Men Crew 1/2 day 8 HRS.	
WEEK #2			-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 2 Men Crew 1/2 day 8 HRS	
WEEK #3		Irrigator 2 HRS.	-Detail Trimming -Trash Pickup - Weeding & Spraying -Blowing Sidewalks. 2 Men Crew 1/2 day 8 HRS.	
WEEK #4		Meeting Inspector- 1/2 HR.	-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing sidewalks. 2 Men Crew 1/2 day 8 HRS.	Report Submittals 1/4 HR.

R.F.P. NO. E-4/11

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE
E-4 ANNUAL SCHEDULE SHEET

JANUARY	**FEBRUARY**	**MARCH** - Turf Aeration - Growpower - Turf - Pre-emergent granual for bed areas.
APRIL 23-5-10 / Best Poly Supreme (Shrub & Ground Cover)	**MAY**	**JUNE**
JULY	**AUGUST**	**SEPTEMBER** 23-5-10 / Best Poly Supreme (Shrub & Ground Cover)
OCTOBER Turf Aeration Growpower - Turf - Pre-emergent granual for bed areas.	**NOVEMBER**	**DECEMBER**

R.F.P. NO. E-4/11

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE
E-4A ANNUAL SCHEDULE SHEET

JANUARY	FEBRUARY	MARCH -Pre-emergent granual for bed areas-
APRIL 23-5-10 / Best Poly Supreme (Shrub & Ground Cover)	MAY	JUNE
JULY	AUGUST	SEPTEMBER 23-5-10 / Best Poly Supreme (Shrub & Ground Cover)
OCTOBER -Pre-emergent granual for bed areas.	NOVEMBER	DECEMBER

R.F.P. NO. E-4/11

4. PROPOSED ANNUAL MATERIAL SCHEDULE

A. Fertilizers:

List the fertilizers to be furnished to execute work tasks specified in Exhibit A. Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
- Growpower Fertilizer	3500 lbs.	$2050.00
- Best 23-5-10 Poly Supreme	3500 lbs.	$1800.00

B. Pesticides:

List pesticides to be furnished to execute work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Riverdale Razor-Pro	28 Gal	$550
Fusilade - Post grass control	3 QT	$250
Ronstar - Pre-emergent	35 Bags	$3075
Snail bait	200 lbs.	$475

R.F.P. NO. E-4/11

C. **Greenwaste Recycling:**

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

Burrtec Industries
1850 Agua Mansa Rd.
Riverside, CA. 92509
951-685-5516

R.F.P. NO. E-4/11

7. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE Manuel Mendes

PRINTED NAME MANUEL MENDES

TITLE BRANCH MANAGER

COMPANY NAME TRUGREEN LANDCARE

DATE 02-17-11

R.F.P. NO. E-4/11

9. SCHEDULE II

A. BID SCHEDULE

PROPOSER: TRUGREEN LANDCARE
(Company Name)

SITE	SERVICE LEVEL	ESTIMATED AREA	COST PER SQ. FT.	COST PER MONTH	COST PER TWELVE MONTHS
E-4 LANDSCAPE PARKWAYS & MEDIANS (currently full service)	Full	Planter: 617,667 sq. ft.	$ 0.015	$9,265.00	$111,180.00
		Turf: 588,060 sq. ft.	$ 0.0089	$5,233.73	$ 62,804.76
	Reduced	Planter: 617,667 sq. ft.	$ 0.0075	$4632.50	$ 55,590.00
		Turf: 558,060 sq. ft.	$ 0.006	$3348.36	$ 40,180.32
E-4A LANDSCAPE PARKWAYS (currently full service)	Full	Planter 31,000 sq. ft.	$ 0.015	$ 465.00	$ 5,580.00
	Reduced	Planter 31,000 sq. ft.	$ 0.0075	$232.50	$ 2,790.00

The Total Amount of the Service Proposal shall be based on current service levels **(Full service for E-4 Parkways & Medians and Full service for E-4A Parkways):**

Figures: $ 179,564 and 76 /100's Dollars

Words: One hundred seventy-nine thousand, five hundred sixty-four and seventy-six /100's Dollars

All work shall be performed in accordance with the Technical Provisions for Full Service or Reduced Service. Determination of the level of service shall be made per written direction by the City. Service levels may be converted from Full to Reduced or from Reduced to Full with 30 days advance written notice by the City.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway, irrigation, and landscaping as set forth in Exhibit A: Scope of Work of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 0 has/have been received and is/are made a part of this proposal.

Manuel Mendez — 02-17-11
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

R.F.P. NO. E-4/11

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

ROUTINE IRRIGATION REPAIR PRICES

1. Irrigation repair parts for routine repairs @ cost plus 15 %

2. Unit prices for Additional Work (additional **FULL SERVICE** landscape areas) per Exhibit C, Section 2.

   A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.015 /sq. ft./mo.

   B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.0089 /sq. ft./mo.

3. Unit prices for Additional Work (additional **REDUCED SERVICE** landscape areas) per Exhibit C, Section 2.

   A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.0075 /sq. ft./mo.

   B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.006 /sq. ft./mo.

4. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: TRUGREEN LANDCARE
(Company Name)

R.F.P. NO. E-4/11

11. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is cash, a cashier's check, or a certified check, or a Proposal Surety Bond for 10% of Bid Amount, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated 02-17-11

Signature of Proposer [signature]

By TRUGREEN LANDCARE

Address of Proposer 1616 Marlborough Av. Bld S
Riverside, CA 92507

Telephone Number of Proposer (951) 688-6880

Names and Addresses of Members of the Company:

(If a Corporation)

Signature of Proposer

By

Title

Business Address

AON
Aon Surety

February 15, 2011

Manny Mendez
TRUGREEN LANDCARE, A CALIFORNIA GENERAL PARTNERSHIP
1616 Marlborough Ave., Bldg. S
Riverside, CA 92507

Re: CITY OF MORENO VALLEY
Project: Project No.E-4/11 - Moreno Valley Ranch-East/Daybreak, Maintenance of Parkway & Median Landscaping and Irrigation.
Estimated Contract Price: $ 185,000.00
Bid Date: 2/17/2011
Surety: LIBERTY MUTUAL INSURANCE COMPANIES

Dear Manny:

Enclosed please find the above captioned bid bond, executed per your request.

It is your responsibility to ensure the bid bond conforms with your needs and instructions to us, including but not limited to the correct coverages and parties, and with any laws applicable to your operations and/or the contract requiring the bid bond, and to advise us immediately, in writing, if the bid bond form so executed does not contain the proper information. Accordingly, it is incumbent upon you to carefully review the bond, and we will expect that you will, double-check all information, including signatures, dates, amounts and job descriptions for accuracy, and to verify that the bid bond form we executed is the form required by the specification. This will avoid the possibility of having a low bid rejected because of a clerical error. We will also expect you to verify that anything unusual that has been requested by the obligee is attached.

If, following your review of the bond, you do not advise us in writing of any problem or deficiency in its terms and information but submit the bond as is, your submission will constitute your verification, and we will justifiably assume, that the bond form as issued is correct and appropriate for the purpose for which it is being submitted. You further understand that we will have no liability for any deficiencies or discrepancies not brought to our attention in accordance with this letter.

The bid bond authorization is based upon your original estimate. **If the actual bid price exceeds this estimate by 10% or more, you must contact us for additional authority!**

Please call our office if you should have any questions or need any further assistance.

Good Luck on your Bid.

Sincerely,

Vivian Carti

Vivian Carti
Senior Surety Analyst

Your bid results are very important, please mail or fax this information back to the address below within 5 days of the bid opening.

	Contractors Name		Contract Price
1.	_____	$	_____
2.	_____	$	_____
3	_____	$	_____

Where did you place _____ And your price $ _____

If awarded contract, is final bond required? Yes ☐ No ☐

Aon Risk Services Northeast, Inc.
199 Water Street, New York, NY 10038 • tel: 212 479-3721 • fax: 212 479-4269

R.F.P. NO. E-4/11

Proposal Surety Bond (cont.)

PRINCIPAL	CORPORATE SURETY
Name: TruGreen LandCare, a California General Partnership	Name: Liberty Mutual Insurance Company A(XV)CA
Address: 1616 Marlborough Ave., Bldg. S	Address: 175 Berkeley Street
Riverside, CA 92507	Boston, MA 02116
Tel. No.: (951) 688-6880	Tel. No.: (201) 327-6603
By: Cynthia Farrell	By: Vivian Carti
Cynthia Farrell, Attorney-In-Fact	Vivian Carti, Attorney-In-Fact

SIGNING INSTRUCTIONS

- **The Bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.**
- **The Bond shall include attached Notary Certificates for the Attorney-In-Fact and the Principal.**
- **The Bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).**
- **The Bond shall include the address at which the Principal and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).**

If any of the above items are omitted, the proposal will be considered non-responsive and will be rejected.

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-4 • Moreno Valley Ranch - East *(Este)*

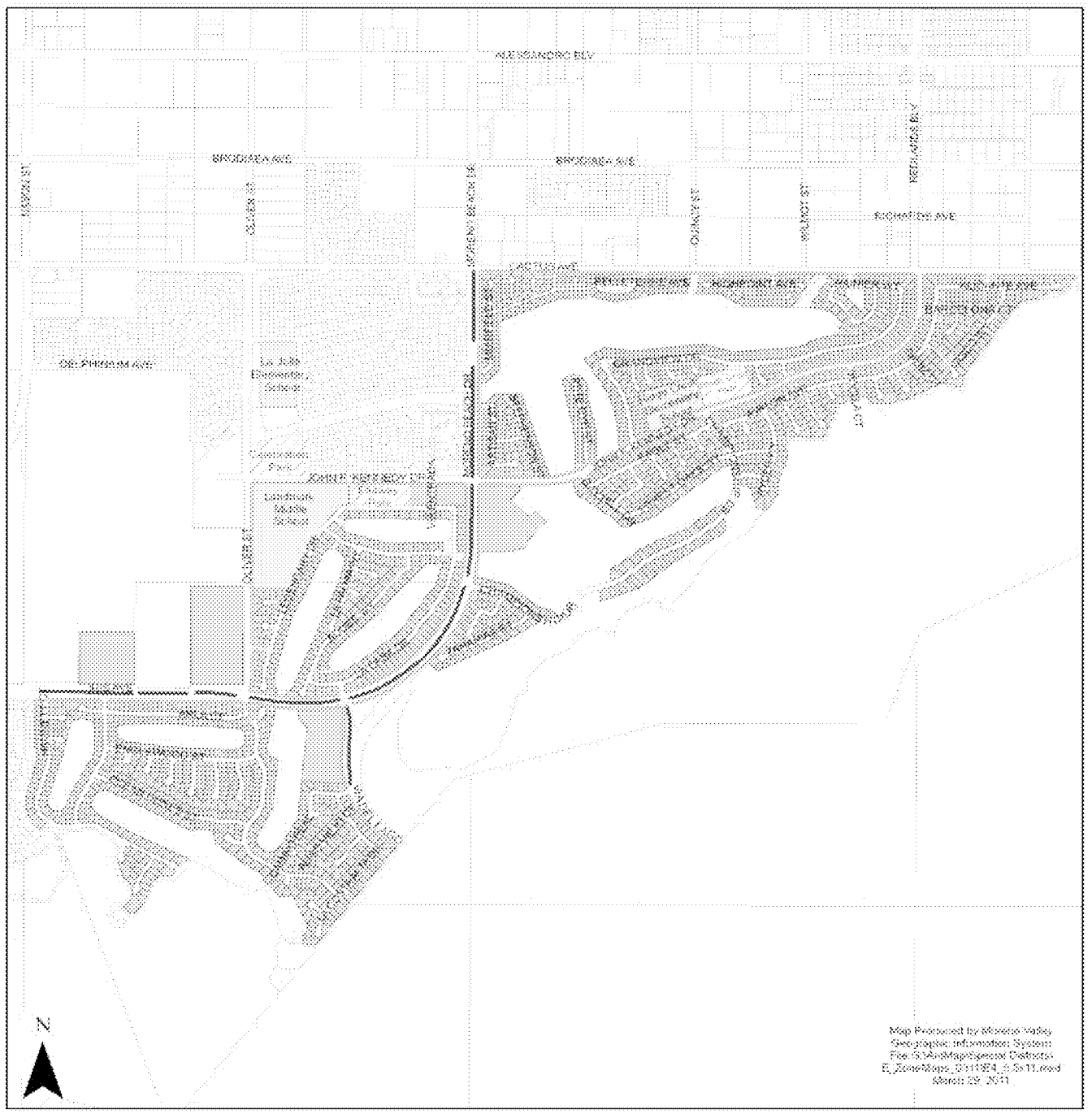

Landscaped Parkway *(Areas Ajardinadas)*

Landscaped Median *(Medianas Ajardinadas)*

Zone E-4 Parcels *(Zona E-4 Parcelas)*

MORENO VALLEY

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MV00205787

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-4A • Daybreak - Internal Landscape Maintenance

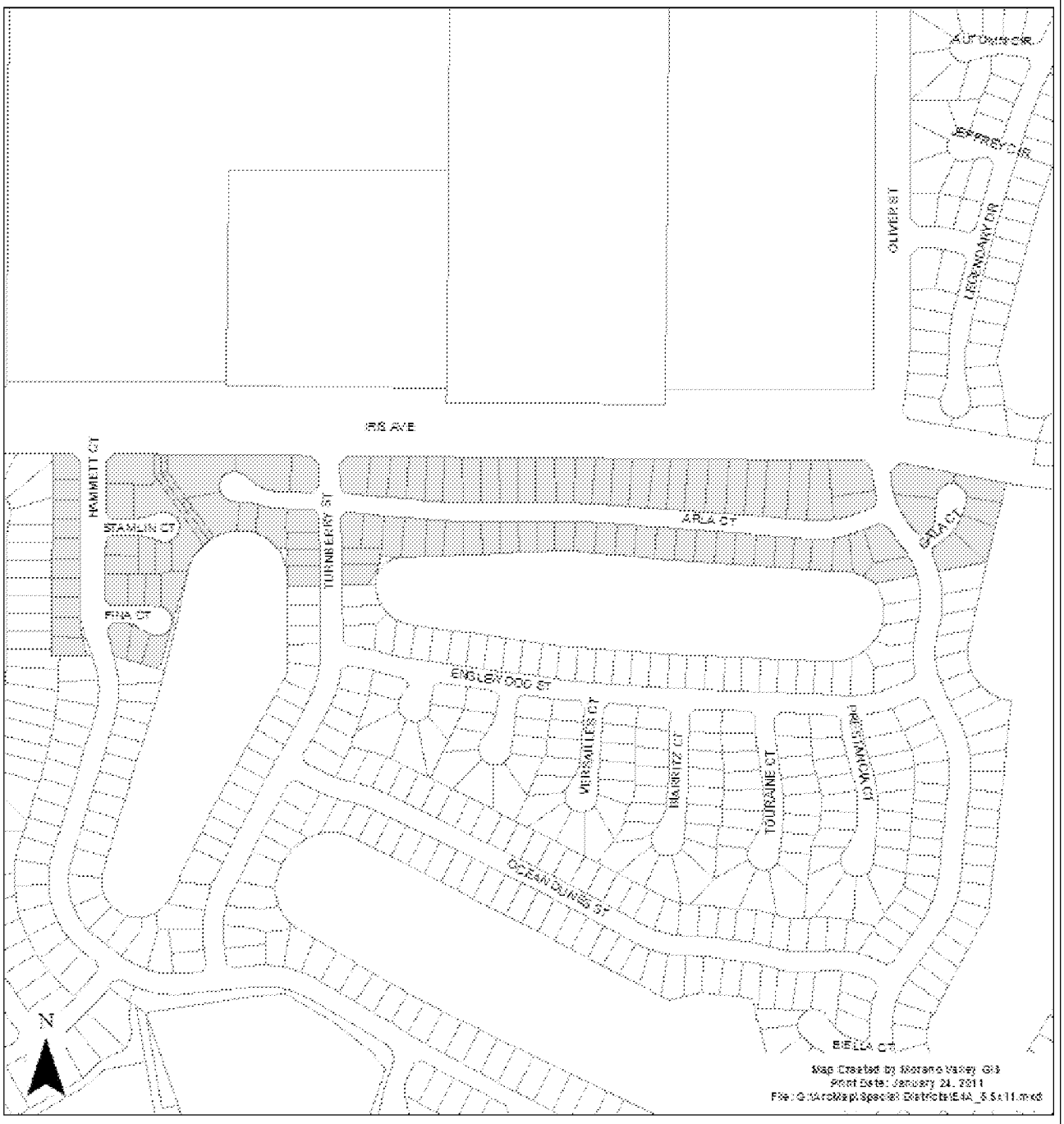

Item No. B.7

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MV00205789

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: SECOND EXTENSION OF THE AGREEMENT – PROJECT NO. E-81415/11 PROMONTORY PARK/MAHOGANY FIELDS/CELEBRATION - MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION

RECOMMENDED ACTION

Recommendations:

1. Approve the Second Extension of the Agreement ("Second Extension Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-81415/11, with Merchants Landscape Services, Inc., 1510 S. Lyon Street, Santa Ana, CA 92705 for Zone E-8 (Promontory Park), Zone E-12 (Stoneridge Ranch), Zone E-14 (Mahogany Fields), and Zone E-15 (Celebration) areas.

2. Authorize the City Manager to execute the Second Extension Agreement for E-81415/11 with Merchants Landscape Services, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Merchants Landscape Services, Inc. in the not-to-exceed (NTE) amount of $81,194.64 ($14,710.44 for Zone E-8, $16,779.00 for Zone E-12, $36,546.72 for Zone E-14 and $13,158.48 for Zone E-15) for base services and $28,650.00 ($8,250.00 for Zone E-8, $6,600.00 for Zone E-12, $7,300.00 for Zone E-14, and $6,500.00 for Zone E-15) for additional work services.

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the

City Attorney.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include:

Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services.

Zone E (extensive landscape maintenance), provides landscape maintenance services at full (standard) or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), E-15 (Celebration), and E-16 (Shadow Mountain).

Zone M (Commercial, Industrial, and/or Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide, and

Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors that perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement (Agreement). In accordance with the terms of the Agreement, annual extensions of the Agreement (Extension Agreement) may be entered into up to no more than 4 extensions of the original Agreement, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the CSD (District) and Contractor, at the base rate as provided in the Agreement, plus an additional amount for extra or unanticipated work (additional work amount) that may be performed during the term of the Agreement plus any applicable Extension Agreement.

The Agreement or Extension Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. “Base services” include: mowing, edging and trimming of turf grass areas, pruning and trimming of

shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes and groundcovers, and pesticide applications. Base services are performed on a scheduled rotation basis. "Additional work services" include, but are not necessarily limited to, additional labor and material costs for irrigation repairs, plant material replacement, fertilizer applications and the addition of added square footage of landscaped areas to be added to a Zone's service area at the unit prices for additional work as specified in the Agreement.

DISCUSSION

On February 24, 2011, the Special Districts Division of the Financial and Management Services Department (formerly the Public Works Department) received valid proposals from five (5) landscape maintenance firms in response to a Request for Proposal (RFP) to provide standard maintenance of the landscaped parkways, medians and the irrigation system associated with Zones E-8, E14, and E-15. On August 4, 2011 upon staff's evaluation of the proposals and recommendation, the City Manager, acting in the capacity as District Manager to the Board of Directors of the Moreno Valley CSD, with approval as to legal form by the City Attorney, awarded the contract for landscape maintenance of Zones E-8, E14, and E-15 parkways and medians to Merchants Landscape Services, Inc., Santa Ana, California (the "Contractor"). The amount of the Agreement for the initial twelve-month term was $79,215.64 for standard service level landscape maintenance ($64,415.64 for base services; $14,800.00 for estimated additional work) for FY 2011/12.

On June 12, 2012, the CSD Board Extended the Agreement for FY 2012/13 (First Extension Agreement), which included the addition of parkway and median areas associated with Zone E-12 (Stoneridge Ranch). Beginning in FY 2012/13, the Agreement for landscape maintenance services for Zone E-8, Zone E-14, Zone E-15 and the inclusion of Zone E-12, all at the standard level of landscape maintenance, had a combined base amount of $81,194.64 ($14,710.44 for Zone E-8, $36,546.72 for Zone E-14, $13,158.48 for Zone E-15, and $16,779.00 for Zone E-12) and a combined additional work amount of $17,300.00 ($5,500.00 for Zone E-8, $5,300.00 for Zone E-14, $4,000.00 for Zone E-15 and $2,500.00 for Zone E-12) for a NTE Agreement amount of $98,494.64 for FY 2012/13.

The service levels provided are consistent with the terms of the CSD Zone E General Service Level Guidelines, as listed in the CSD Zone E Service Plan Policy, (adopted by the CSD Board on September 25, 2007, as amended on April 26, 2011). The Contractor has consistently provided satisfactory service in accordance with the terms of the Agreement and First Extension Agreement, and has agreed to extend the Agreement (Second Extension Agreement) based upon the same terms in accordance with the standard service level for Zones E-8, E-14, E-15 and the continued inclusion of E-12.

Approval of the Extension Agreement for Fiscal Year 2013/14

Approval of the Second Extension Agreement is being recommended for authorization in the NTE amount of $109,844.64 ($14,710.44 for Zone E-8, $36,546.72 for Zone E-14, $13,158.48 for Zone E-15, and $16,779.00 for Zone E-12, and an additional work amount of $8,250.00 for Zone E-8, $7,300.00 for Zone E-14, $6,500.00 for Zone E-15 and $6,600.00 for Zone E-12) for FY 2013/14. This is the second of four possible extensions allowed per the terms of the Agreement.

Authority for City Manager Approval of Extension Agreements for the Balance of Available Extensions to the Agreement

Pursuant to City Council Resolution No. 2008-115, the City Council shall provide approval of procurements greater than $100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the E-81415/11 Agreement, as may be allowed per the terms of the Agreement. Potential extensions are those extensions which may be allowed, contingent upon satisfactory service by the Contractor and concurrence by the City and Contractor to enter into an extension of the Agreement, or the Agreement as Amended.

E-81415/11						
	FY 2011/12 Original Agreement	FY 2012/13 First Extension[1]	FY 2013/14 Proposed Second Extension[2]	FY 2014/15 Potential Third Extension[3]	FY 2015/16 Potential Fourth Extension[3]	Cumulative Total
Base	$ 64,415.64	$ 81,194.64	$ 81,194.64	$ 81,194.64	$ 81,194.64	$ 389,194.20
Additional Work	$ 14,800.00	$ 17,300.00	$ 28,650.00	$ 28,650.00	$ 28,650.00	$ 118,050.00
Total	$ 79,215.64	$ 98,494.64	$109,844.64	$ 109,844.64	$ 109,844.64	$ 507,244.20

[1] The First Extension Agreement includes the addition of Zone E-12, at a rate of $16,779.00 for base and $2,500.00 for additional work starting in FY 2012/13.

[2] The additional work amount reflects a proposed increase for additional irrigation services and replants as may be required during FY 2013/14. Previously City staff responded to a majority of the irrigation repair and inspections; however, with the decrease in staff, the Contractor is providing these services in accordance with the additional work amounts as allowed per the terms of the Agreement.

[3] Extensions beyond 2013/14 are anticipated, based upon presently known information and may change in the future for reasons including, but not limited to adding additional service area, removing existing service area, and emergency work.

Staff is requesting the City Council authorize the City Manager to approve extensions and any necessary amendments, as well as associated purchase orders (P.O.) for all remaining extensions available, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council (CSD Board) and demonstration by

the Contractor of having provided satisfactory performance of the services, per the terms of the Agreement in the prior year(s), and both the City and the Contractor mutually agreeing to extend the Agreement.

ALTERNATIVES

1. Approve the Second Extension Agreement for E-81415/11, which includes Zone E-12 with Merchants Landscape Services, Inc., in the form attached hereto to provide for the continuation of landscape maintenance services; authorize the City Manager to execute said Second Extension Agreement for E-81415/11, which includes Zone E-12, with Merchants Landscape Services, Inc.; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $81,194.64 ($14,710.44 for Zone E-8, $16,779.00 for Zone E-12, $36,546.72 for Zone E-14 and $13,158.48 for Zone E-15) for base services and $28,650.00 ($8,250.00 for Zone E-8, $6,600.00 for Zone E-12, $7,300.00 for Zone E-14, and $6,500.00 for Zone E-15) for additional work services; and authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement and authorize the associated P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will ensure uninterrupted landscape maintenance and irrigation services be provided to the parkways and medians associated with Zones E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields) and E-15 (Celebration), which are Specific Plan developments located in the eastern portion of the City.*

2. Do not approve the Second Extension Agreement for E-81415/11, which includes Zone E-12 with Merchants Landscape Services, Inc., in the form attached hereto to provide for the continuation of landscape maintenance services; nor authorize the City Manager to execute said Second Extension for E-81415/11, which includes Zone E-12, with Merchants Landscape Services, Inc.; nor authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $81,194.64 ($14,710.44 for Zone E-8, $16,779.00 for Zone E-12, $36,546.72 for Zone E-14 and $13,158.48 for Zone E-15) for base services and $28,650.00 ($8,250.00 for Zone E-8, $6,600.00 for Zone E-12, $7,300.00 for Zone E-14, and $6,500.00 for Zone E-15) for additional work services; and do not authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement nor authorize subsequent P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative, there will be an interruption in landscape maintenance and irrigation services provided to the parkways and medians associated with Zones E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields) and E-15 (Celebration) landscaped areas, which will prevent necessary landscape maintenance services from being performed.*

FISCAL IMPACT

Administration and maintenance of Zone E is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills.

Revenue from the parcel charges collected for Zones E-8, E-12, E14, and E-15 may only be used for landscape maintenances services associated with the parkways and medians in Zones E-8, E-12, E14, and E-15. **The costs for these maintenance services have been budgeted, respectively, for each of these Zones for the coming fiscal year**. **These actions will not impact the City's General Fund.**

The following table represents the base and additional work costs for FY 2013/14 associated with the E-81415/11 Second Extension Agreement for Zones E-8, E-12, E14 and E-15.

Service Area (Zone)	Contractor	GL Account	2013/14 Base Agreement Amount	2013/14 Additional Work Agreement Amount	2013/14 Total Agreement Amount
E-8	Merchants Landscape Services, Inc.	5013-30-79-25714-620910	$ 14,710.44	$ 8,250.00	$ 22,960.44
E-12	Merchants Landscape Services, Inc.	5013-30-79-25715-620910	$ 16,779.00	$ 6,600.00	$ 23,379.00
E-14	Merchants Landscape Services, Inc.	5013-30-79-25716-620910	$ 36,546.72	$ 7,300.00	$ 43,846.72
E-15	Merchants Landscape Services, Inc.	5013-30-79-25717-620910	$ 13,158.48	$ 6,500.00	$ 19,658.48
		Total	$ 81,194.64	$ 28,650.00	$ 109,844.64

CITY COUNCIL GOALS

Community Image and Positive Environment:

City Council in their capacity as the CSD Board will allow for the continued promotion of community image, as well as neighborhood pride and cleanliness, through continued maintenance of parkways and medians of CSD maintained landscaped areas by approval of this item.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1: Second Extension Agreement for E-81415/11 for FY 2013/14

Attachment 2: Extension to the Agreement (First Extension Agreement) for E-81415/11 for FY 2012/13

Attachment 3: Agreement for E-81415/11 for FY 2011/12

Attachment 4: Site Map – Zone E-8 Promontory Park

Attachment 5: Site Map – Zone E-12 Stoneridge Ranch

Attachment 6: Site Map – Zone E-14 Mahogany Fields

Attachment 7: Site Map – Zone E-15 Celebration

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00205797

SECOND EXTENSION AGREEMENT
PROJECT NO. E-81415/11

PROMONTORY PARKWAY/MAHOGANY FIELDS/CELEBRATION
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereinafter, "District") and **Merchants Landscape Services, Inc.** (hereinafter, "Contractor").

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated August 4, 2011, referencing Project No. E-81415/11 for the maintenance of the District's parkway and median landscaping, and irrigation systems associated with Zones E-8 (Promontory Park), E-14 (Mahogany Fields), and E-15 (Celebration); and,

WHEREAS, landscape maintenance services provided during the initial term of the Agreement were sufficiently performed, and both District and Contractor mutually agreed to enter into an extension of the Agreement (First Extension Agreement) for fiscal year 2012/13, which First Extension Agreement also expanded the Agreement to include maintenance of the parkways and medians associated with Zone E-12 (Stoneridge Ranch), which were compensated at the unit prices for Additional Work as set forth on Exhibit E., 9., (page 90) of the Agreement; and,

WHEREAS, landscape maintenance services as provided under the First Extension Agreement are being sufficiently performed; and,

WHEREAS, pursuant to the terms of the Agreement, both parties wish to further extend the Agreement (Second Extension Agreement); and,

WHEREAS, the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The Second Extension Agreement period shall commence on **July 1, 2013** and shall terminate on **June 30, 2014.**

2. In accordance with Exhibit D., 1., B., of the Agreement, this Second Extension Agreement shall be considered the second of four possible extensions of the Agreement.

3. The Second Extension Agreement shall continue to include maintenance of the parkways and medians associated with Zone E-12 (Stoneridge Ranch), which shall be compensated at the unit prices for Additional Work as set forth on Exhibit E., 9., (page 90) of the Agreement.

4. For the period of this Second Extension Agreement and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for work (labor, materials, supplies, equipment, etc.) performed under this Second Extension Agreement for maintenance of the parkway and median areas for Zones E-8, E-14, and E-15 consistent with the payment terms (Exhibit C) of the Agreement, including the addition of the E-12 (Stoneridge Ranch) parkway area in the total amount of **SIX THOUSAND SEVEN HUNDRED SIXTY-SIX AND 22/100 DOLLARS ($6,766.22)** per month, one month in arrears, on the last day of the month. The amounts for each E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), and E-15 (Celebration), which are listed on Exhibit A to this Second Extension Agreement, as attached hereto. The total contract amount for the twelve (12) month extension period shall not exceed **EIGHTY-ONE THOUSAND ONE HUNDRED AND NINETY-FOUR AND 64/100 DOLLARS ($81,194.64).**

5. Notwithstanding, Exhibit E., 9., on page 90 of the Agreement, the unit cost set forth in the Additional Work Price List, for any additional landscape areas added to the project during the period of this Second Extension Agreement not presently identified herein shall be as follows:

   A. Unit prices for Additional Work (additional FULL SERVICE) landscape areas:

      1. Additional parkway areas, planters (trees to 18-feet height, shrubs, ground cover included, as applicable). **$0.0085/sq.ft./mo**.

      2. Additional parkway areas, turf (trees to 18-feet height, shrubs, ground cover included, as applicable). **$0.0177/sq.ft./mo**.

   B. Unit prices for Additional Work (additional REDUCED SERVICE) landscape areas:

      1. Additional parkway areas, planters (trees to 18-feet height, shrubs, ground cover included, as applicable). **$0.008/sq.ft./mo**.

      2. Additional parkway areas, turf (trees to 18-feet height, shrubs, ground cover included, as applicable). **$0.017/sq.ft./mo**.

6. Notwithstanding Exhibit C., 2. E., of the Agreement, for the period of this Second Extension Agreement and except as specifically approved by subsequent action of the CSD Board or the City Manager, as directed by the CSD Board, the Director (Chief Financial Officer or their designated appointee) may not authorize additional work pursuant to this Second Extension Agreement or the original Agreement in excess of the cumulative total of **TWENTY-EIGHT THOUSAND SIX HUNDRED FIFTY AND 00/100 DOLLARS ($28,650.00).** This additional work amount would allocate eight thousand two hundred fifty and 00/100 dollars ($8,250.00) to Zone E-8, six thousand six hundred and 00/100 dollars ($6,600.00) to Zone E-12, seven thousand three hundred and 00/100 dollars ($7,300.00) to E-14, and six thousand five hundred and 00/100 dollars ($6,500.00) to Zone E-15.

7. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor: Merchants Landscape Services, Inc.
By: _____	By: _____
Title: City Manager, Acting in the capacity of District Manager to the Moreno Valley Community Services District	Title: (President or Vice President)
Date: _____	Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary

Date: _____

Affix Corporate Seal Below

SECOND EXTENSION AGREEMENT
PROJECT NO. E-81415/11 – PROMONTORY PARKW/MAHOGANY FIELDS/CELEBRATION
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

Service Area (Zone)	Contractor	GL Account	2013/14 Base Agreement Amount	2013/14 Additional Work Agreement Amount	2013/14 Agreement Total
E-8	Merchants Landscape Services, Inc.	5013-30-79-25714-620910	$ 14,710.44	$ 8,250.00	$ 22,960.44
E-12	Merchants Landscape Services, Inc.	5013-30-79-25715-620910	$ 16,779.00	$ 6,600.00	$ 23,379.00
E-14	Merchants Landscape Services, Inc.	5013-30-79-25716-620910	$ 36,546.72	$ 7,300.00	$ 43,846.72
E-15	Merchants Landscape Services, Inc.	5013-30-79-25717-620910	$ 13,158.48	$ 6,500.00	$ 19,658.48
		Totals	**$ 81,194.64**	**$ 28,650.00**	**$ 109,844.64**

Exhibit A

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MV00205803

EXTENSION AGREEMENT
PROJECT NO. E-81415/11

PROMONTORY PARKWAY/MAHOGANY FIELDS/CELEBRATIONS MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **Merchants Landscape Services, Inc.** (hereafter, "Contractor")

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated August 4, 2011 referencing Project No. E-81415/11 for the maintenance of the District's parkway and median landscaping and irrigation systems associated with Community Services District (CSD) Zones E-8 (Promontory Park), E-14 (Mahogany Fields), and E-15 (Celebrations).

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement.

WHEREAS, the Extension of the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2012** and shall terminate on **June 30, 2013.**

2. In accordance with Exhibit D, Section 1 B. of the Agreement, this Extension shall be considered the first of four possible Extensions of this Agreement.

3. Extension of the Agreement shall be expanded to include maintenance of the parkways and medians associated with Zone E-12 (Stoneridge Ranch), which shall be compensated at the united prices for Additional Work as set forth in the Agreement on Exhibit E, Section 9 (page 90).

4. For the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension for maintenance of the parkway and median areas consistent with the terms of the Agreement, including the addition of E-12 (Stoneridge Ranch) parkway area in the total amount of **SIX THOUSAND SEVEN HUNDRED SIXTY-SIX 22/100 ($6,766.22)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **EIGHTY-ONE THOUSAND ONE HUNDRED AND NINETY-FOUR 64/100 DOLLARS ($81,194.64).**

5. Notwithstanding, Exhibit E, Section 9 ,on page 90, of the Agreement, the unit cost set forth in the Additional Work Price List, for any additional landscape areas added to the project during the period of this Extension not presently identified herein shall be as follows:

A. Unit prices for Additional Work (additional FULL SERVICE) landscape areas:

1. Additional parkway areas, planters (trees to 18-feet height, shrubs, ground cover included, as applicable). **$0.0085/sq.ft./mo**.

2. Additional parkway areas, turf (trees to 18-feet height, shrubs, ground cover included, as applicable). **$0.0177/sq.ft./mo**.

B. Unit prices for Additional Work (additional REDUCED SERVICE) landscape areas:

1. Additional parkway areas, planters (trees to 18-feet height, shrubs, ground cover included, as applicable). **$0.008/sq.ft./mo**.

2. Additional parkway areas, turf (trees to 18-feet height, shrubs, ground cover included, as applicable). **$0.017/sq.ft./mo**.

6. Notwithstanding Exhibit C., Numeral 2, Letter e of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the City Council, the Director (the Public Works Director/City Engineer or his designated appointee) may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **SEVENTEEN THOUSAND THREE HUNDRED AND 00/100 DOLLARS ($17,300.00).**

7. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

EXTENSION AGREEMENT
PROJECT NO. E-81415/11 – PROMONTORY PARKW/MAHOGANY FIELDS/CELEBRATIONS
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley
Community Services District

By: _____
Title: Mayor, Acting in the capacity of President of the Board of Directors of the Moreno Valley Community Services District

Date: 7/10/12

Contractor: Merchants Landscape Services, Inc.

By: _____
Title: (President or Vice President)

Date: 6/25/12

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
Deputy City Attorney

7-9-12
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

7/9/12
Date

By: _____
Title: Corporate Secretary or Assistant Secretary

Date: 6/25/12
Affix Corporate Seal Below

Item No. B.8

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MV00205807

INDEPENDENT CONTRACTOR AGREEMENT

R.F.P. NO. E-81415/11
PROJECT NO. E-81415/11

PROMONTORY PARK/MAHOGANY FIELDS/CELEBRATIONS
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name	Merchants Landscape Services, Inc.
Street Address	
Street Address	8847 W. 9th Street
City, State, Zip	Rancho Cucamonga, CA 91730
Mailing Address	
(If same as Street Address,	1510 S. Lyon St.
write same or same as above)	Santa Ana, CA 92705
Business Phone (with area code)	(800) 645-4881
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	
Fax Number	(909) 981-1029
Email Address	patrick@merchantslandscape.com
Social Security Number	
Business License Number	
Federal Tax ID Number	95-4725606
Contractor's License Number & Classification	765658 C27

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contract Starting Date is July 1, 2011 and the Contract Ending Date is June 30, 2012. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

A. Control of Work. Except for compliance with specifications and performance standards provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Contract.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), and the their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, RDA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, RDA, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the

Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Contract

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.
By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City's Risk Manager prior to the execution of this Contract. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District, and, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the City of amendment or cancellation , except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated

as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.

J. Termination.

1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.

2. The District may terminate this Contract without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor:

1510 S. Lyon St., Santa Ana, CA 92705
[Mailing Address (Post Office Box, if applicable]

(800) 645-4881
[Telephone number]

(909) 981-1029
[Fax number]

partrick@merchantslandscape.com
[Email address]

With a copy to:

[Attorney for Contractor, if applicable]

[Street Address]

[Post Office Box, if applicable]

[City, State, Zip]

[Telephone number]

[Fax number]

[Email address]

To CSD:

MORENO VALLEY COMMUNITY SERVICES DISTRICT
Public Works Department
Special Districts Division
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto, Senior Landscape Services Inspector
Telephone number: 951. 413-3480
Fax Number: 951. 413-3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951. 413-3036
Fax number: 951. 413-3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor
By: Michelle Dawson	By:
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District	Title: (President)
Date: 8/4/11	Date: 6/8/11

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

Deputy City Attorney

8-2-11
Date

RECOMMENDED FOR APPROVAL:

Department Head

Date

By: Audrey Haas
Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: 6-8-11

Affix Corporate Seal Below
(If applicable)

Attachments

EXHIBIT A
R.F.P. NO. E-81415/11
PROJECT NO. E-81415/11

PROMOTORY PARK/MAHOGONY FIELDS/CELEBRATION
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. SCOPE OF WORK

A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 23, Project Location Map.

B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf and shrub areas designated hereunder; regularly maintain and prune trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his//her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.

E. All work shall be performed in accordance with the Technical Provisions for Full Service or Reduced Service. Determination of the level of service shall be made per written direction by the City. Service levels may be converted from Full to Reduced or from Reduced to Full with 30 days advance written notice by the City.

2. SCHEDULING OF WORK

A. The Contractor shall adhere to the facilities, equipment and staffing schedule, and monthly and annual work schedules submitted as a part of the Contractor's bid, and incorporated herein by this reference. These schedules, and any approved revisions thereto, shall be used by the District as a basis for determining Contractor's satisfactory performance.

B. Revisions to facilities, equipment, staffing, or monthly and annual work schedules shall not be implemented without the prior written approval of the Director. The Contractor shall submit proposed revisions to equipment and staffing, or monthly and annual work schedules in writing to the District at the address as set forth in Exhibit A, Section 3, paragraph N. of the Contract at least ten (10) working days prior to commencing work per the proposed revisions.

C. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations, which shall include, but are not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

F. When inclement weather renders performance per approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor shall adjust his work force in order to accomplish those work items not affected by weather, and shall contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-performance penalties per Exhibit C, Section 4.

G. For the purposes of this Contract, "Working Days" shall be Mondays through Thursdays, excluding holidays as provided herein. The hours of maintenance

service shall be from 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

3. FUNCTIONS AND RESPONSIBILITIES

A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Appendix B, Monthly Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

C. The Contractor shall perform at least one maintenance inspection weekly during daylight hours of all sites. Such inspection shall be both visual and operational,

including but not limited to, operation of all automatic irrigation systems to check for proper condition, and reliability. Additionally, the Director may require the Contractor to attend meetings with the District field staff at some fixed interval to review the Contractor's operations, and schedule such future work as may be ordered by the Director. Failure to conduct said weekly inspections or attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in the Contractor's company name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph E. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone, two-way radio, or pager. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at **<u>any</u>** time:

1. City Manager
2. Director of Public Works
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Street Maintenance Supervisor
7. Senior Landscape Services Inspector
8. Landscape Services Inspector

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. CONTRACTOR'S STAFF

A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.

C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.

D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements..

   Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

6. COMPLAINTS

A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.

B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above.

C. In addition to the provisions of Section 6., paragraph A. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2010 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Exhibit A, Section 3, paragraph J of the Contract Agreement.

8. USE OF CHEMICALS

A. Before the beginning of the Contract period, the Contractor shall submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS).of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.

B. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.

D. Contractor shall report all fertilizers and pesticides used in performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3, paragraph B above. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the City that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.

B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars ($25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

A. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

B. Repairs made to sites and site appurtenances that are damaged as a result of Acts of Nature, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Driver, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL PROVISIONS – FULL SERVICE LANDSCAPE

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed weekly-on no more than two (2) consecutive days as weather and site conditions permit. Any prolonged deviation from this schedule shall require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Provisions Full Service Fertilization, Section 18.

13. Pest control: See Technical Provisions - Full Service Pesticide Use, Section 19.

14. Aeration:

    (a) All turf areas shall be aerated three (3) times annually;

    (b) Aeration shall be done in the spring, mid-summer, and fall, or as directed by District field staff;

    (c) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

    (d) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

    (e) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

(f) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions – Full Service Fertilization, Section 18.

15. Renovation/thatching operations are to be considered Additional Work, per Exhibit C., Section 2.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Any tree shall be pruned at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Trees up to eighteen feet (18') in height shall:

   (a) Be pruned to enable successful adaptation to their particular site situation;

   (b) Have no more than one-third (1/3) of living branches removed annually;

   (c) Be fertilized only as directed by District field staff.

6. Trees over eighteen feet (18') in height shall:

   (a) Be inspected annually;

   (b) Pruned and/or trimmed as necessary to maintain proper site orientation;

   (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

(d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall not be allowed:

(a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

(c) Use of pruning paint/pruning compound/wound dressing;

(d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Provisions – Full Service Pesticide Use, Section 19.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Any shrub shall be pruned and/or trimmed at any time in order to:

(a) Remove dead, diseased, or damaged branches;

(b) Remove unwanted encroachments into public and/or utility rights-of-way;

(c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned:

(a) To enable successful adaptation to their particular site situation;

(b) Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

(c) As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Pruning tools shall:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices shall not be allowed:

(a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") <u>will be done only when authorized by the Director on a site-specific basis</u>.

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

(c) Use of pruning paint/pruning compound/wound dressing.

8. Fertilization: See <u>Technical Provisions - Full Service Fertilization</u>, Section 18.

9. Pest control: See <u>Technical Provisions – Full Service Pesticide Use</u>, Section 19.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed at any time in order to:

   (a) Remove dead, diseased, or damaged branches/crowns;

   (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

   (c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

   (a) To enable successful adaptation to their particular site situation;

   (b) In accordance with accepted practices for the particular species in question;

   (c) As often as is necessary to accomplish the results intended in paragraphs (a) and (b) above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See <u>Technical Provisions - Full Service Fertilization</u>, Section 18.

8. Pest control: See <u>Technical Provisions – Full Service Pesticide Use</u>, Section 19.

E. WEED CONTROL

1. All weeds shall be continuously controlled at all sites.

2. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

3. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.

4. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

5. Chemical weed control: See Technical Provisions – Full Service Pesticide Use, Section 19.

6. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. All landscape sites shall at all times receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3.- Functions and Responsibilities. Said maintenance shall include, but not be limited to: visual and operational inspections one (1) time per week; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

3. For the purposes of these Special Provisions, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

   (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than one (1) time per week;

   (b) Be turned off during periods of rainfall, or as directed by District field staff;

   (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

   (a) Be operated only when Contractor's personnel are present on site;

   (b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;

   (c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

2. Contractor shall make a minimum of one (1) visitation per week of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walks the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog

litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of this condition.

3. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

4. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2.

5. The Contractor shall dispose of all debris and litter, as described in paragraphs 1 and 2 above, off-site, and in a legal manner.

6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

7. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in performance of contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C)

as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

18. TECHNICAL PROVISIONS – FULL SERVICE FERTILIZATION

A. TURF FERTILIZATION

1. Per Technical Provisions – Full Service Landscape Section 17, a humus base fertilizer shall be applied to turf areas immediately following spring and fall aeration operations. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Humus base fertilizers to be applied by drop spreader only.

3. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

6. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

			Rates per 1,000 sq. ft.	
Month	Number of Apps	Type of Fertilizer	Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification is required to Director five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

19. TECHNICAL PROVISIONS – FULL SERVICE PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.

3. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

4. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require that copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. For pesticide application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice a year, as determined by the Director.

   (b) Appropriate chemical control must be used on the following weeds.

   Bermuda Grass
   Kikuyu Grass
   Nutsedge
   Field Bindweed
   Spurge

   The aforementioned list is inclusive; other species may be added by the Director as necessary

   (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

   (a) Snails shall be controlled on a regular basis on the following plant species:

   Agapanthus africanus
   Aptenia sp.
   Gazania sp.
   Hemerocallis sp.

(b) Snails shall be controlled on an as needed basis on all other plant material.

(c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

(a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(b) The Director may require that all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(c) The Director may require that all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(d) The Director may require that all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

   (b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

   (c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Insect and Disease Control

   (a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

   (b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

20. TECHNICAL PROVISIONS – REDUCED SERVICE LANDSCAPE

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed **bi-weekly** and completed within no more than two (2) consecutive days, weather and site conditions permitting. Any prolonged deviation from this schedule shall

require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" includes, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in onto any other site.

6. Mowing height for cool season grasses shall not exceed a maximum of three inches (3"), or minimum of two inches (2"), and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed a maximum of one and one-half inches (1½"), or a minimum of three-quarters of an inch (¾"), and shall be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Around tree trunks in turf areas, a six inch (6") ring of grass shall be removed in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.

13. Pest control: See Technical Provisions - Reduced Service Pesticide Use, Section 22.

14. Aeration is considered Additional Work, per Exhibit C., Section 2.

15. Renovation/thatching operations are considered Additional Work, per Exhibit C., Section 2.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Any tree shall be pruned at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Trees up to eighteen feet (18') in height shall:

   (a) Be pruned to enable successful adaptation to their particular site situation;

   (b) Have no more than one-third (1/3) of living branches removed annually;

   (c) Be fertilized only as directed by District field staff.

6. Trees over eighteen feet (18') in height shall:

   (a) Be inspected annually;

   (b) Pruned and/or trimmed as necessary to maintain proper site orientation;

   (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

   (d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall not be allowed:

(a) Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

(c) Use of pruning paint/pruning compound/wound dressing;

(d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodgepole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Provisions – Reduced Service Pesticide Use, Section 22.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Any shrub shall be pruned and/or trimmed at any time in order to:

(a) Remove dead, diseased, or damaged branches;

(b) Remove unwanted encroachments into public and/or utility rights-of-way;

(c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned:

(a) To enable successful adaptation to their particular site situation;

(b) Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

(c) As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Pruning tools shall:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices shall not be allowed:

(a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", or "poodling") will be done only when authorized by the Director on a site-specific basis.

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

(c) Use of pruning paint/pruning compound/wound dressing.

8. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.

9. Pest control: See Technical Provisions – Reduced Service Pesticide Use, Section 22.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed at any time in order to:

   (a) Remove dead, diseased, or damaged branches/crowns;

   (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

   (c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

   (a) To enable successful adaptation to their particular site situation;

   (b) In accordance with accepted practices for the particular species in question;

   (c) As often as is necessary to accomplish the results intended in paragraphs (a) and (b) above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.

8. Pest control: See Technical Provisions - Reduced Service Pesticide Use, Section 22.

E. WEED CONTROL

1. All weeds shall be controlled quarterly at all sites.

2. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

3. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; non-landscaped portions of sites, as determined by the Director.

4. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

5. Chemical weed control: See Technical Provisions – Reduced Service Pesticide Use, Section 22.

6. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. All landscape sites at all times shall receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3 - Functions and Responsibilities. Said maintenance shall include, but not be limited to: visual and operational inspections one (1) time per **month**; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

3. For the purposes of these Special Provisions, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: a) normal "wear and tear", and; b) vandalism or theft (which includes acts or omissions by third parties) up to the amount of 11 percent of the Contractor's monthly base price as set forth in Exhibit C., Section 1. Repairs due to vandalism or theft (which includes acts or omissions by third parties) in excess of the above indicated amount may be billed as Additional Work, per Exhibit C., Section 2.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

   (a) Be inspected for, and repaired as necessary to ensure, proper operation, and coverage not less than one (1) time per month;

   (b) Be turned off during periods of rainfall, or as directed by District field staff;

   (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

   (a) Be operated only when Contractor's personnel are present on site;

   (b) Be inspected for, and repaired as necessary to ensure proper operation, and coverage not less than at each time of operation;

   (c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to repair irrigation systems shall be of the same manufacture as those originally installed, unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

2. Contractor shall make a <u>minimum</u> of one (1) visitation per **month** of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walkways the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog

litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites which, in the opinion of the Director, contain an exceptional amount of litter shall be cleared by Contractor before the close of business the working day following notification of this condition.

3. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

4. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2.

5. The Contractor shall dispose of all debris and litter as described in paragraphs 1 and 2 above off-site, and in a legal manner.

   (a) The Contractor shall notify the Director immediately whenever suspicious and/or waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

   (b) Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this Contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from Contract sites by the Contractor, or any subcontractors thereunder, in performance of Contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of Contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of the Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested and include, on a separate Monthly Greenwaste Report form, any greenwaste generated by any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

21. TECHNICAL PROVISIONS – REDUCED SERVICE FERTILIZATION

A. TURF FERTILIZATION

1. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs
OCT	1	22-5-5*	1.25	5.7 lbs

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See following section on fertilizers.

**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See following sections, below, regarding fertilizers.

2. A humus base fertilizer shall be applied to turf areas immediately following aeration operations.

3. Humus base fertilizers are required to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply the Director with a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

6. Written notification to the Director is required five (5) days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Applications	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
APR	1	23-5-10*	1.5	6.5 lbs

* 23-5-10/BEST® POLY SUPREME or approved equal.

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

3. Contractor shall supply to the Director with a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required five (5) days prior to fertilizer application.

5. Fertilizer application reporting specifications, - See Section 3. – Functions and Responsibilities and Section 8 – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

3. Contractor shall supply a list of all proposed fertilizers to be used in the fulfillment of said contract to the Director, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required five (5) days prior to fertilizer application.

5. Fertilizer application reporting specifications, - See Section 3. – Functions and Responsibilities and Section 8. – Use of Chemicals.

22. TECHNICAL PROVISIONS – REDUCED SERVICE PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.

3. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Contract.

4. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used in the fulfillment of said Contract, per Section 8 – Use of Chemicals. A valid written pesticide use recommendation for each pesticide listed shall be submitted concurrently with this list. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides so listed shall be submitted in writing to the Director for approval prior to use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County

Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for filing all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. Pesticide application reporting specifications, - See Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

3. A five (5) working day written notice shall be given to the Director prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) Weed Control – Application of pre-emergent herbicides shall be considered Additional Work, per Exhibit C., Section 2.

   (b) Appropriate chemical control must be used on the following weeds.

   Bermuda Grass
   Kikuyu Grass
   Nutsedge
   Field Bindweed
   Spurge

   This list is inclusive; other species may be added by the Director as necessary.

   (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

Application of molluscicides shall be considered Additional Work, per Exhibit C., Section 2.

3. Insect and Disease Control

Insect and Disease Control - Application of insecticides/fungicides shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

Weed Control -- Application of pre-emergent herbicides shall be considered Additional Work, per Exhibit C., Section 2.

2. Insect and Disease Control

Insect and Disease Control - Application of insecticides/fungicides shall be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of notification from the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

Moren Valley Community Servi s District
Extensive Landscaping & Irrigation

Zone E-8 • Promontory Park

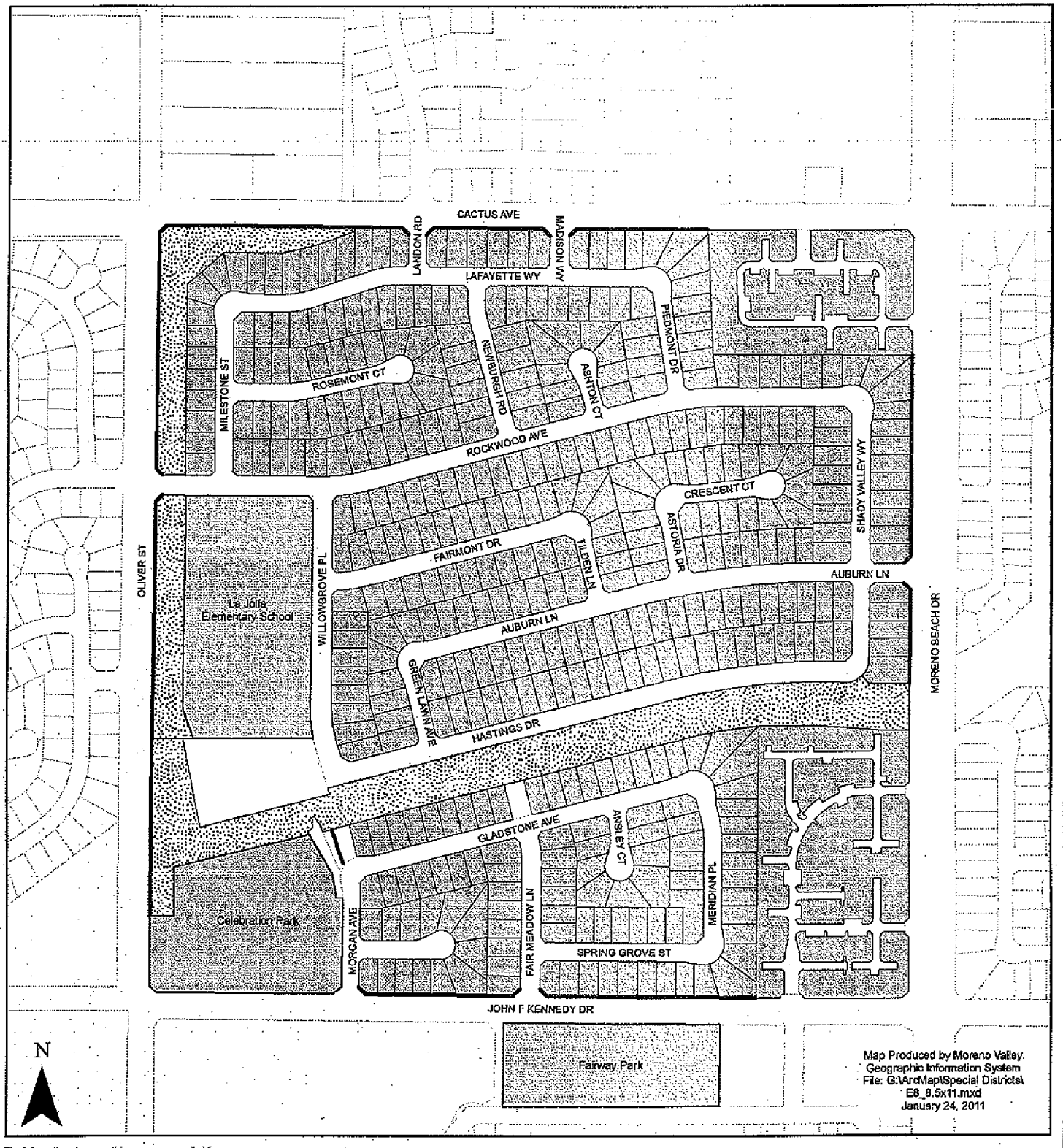

Map Produced by Moreno Valley.
Geographic Information System
File: G:\ArcMap\Special Districts\
E8_8.5x11.mxd
January 24, 2011

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be reported or resold.

Landscaped Parkway

Landscaped Open Space

Zone E-8 Parcels

MORENO VALLEY
WHERE DREAMS SOAR

Item No. B.8

MV00205853

Moren Valley Community Servi s District
Extensive Landscaping & Irrigation

Zone E-14 • Mahogany Fields

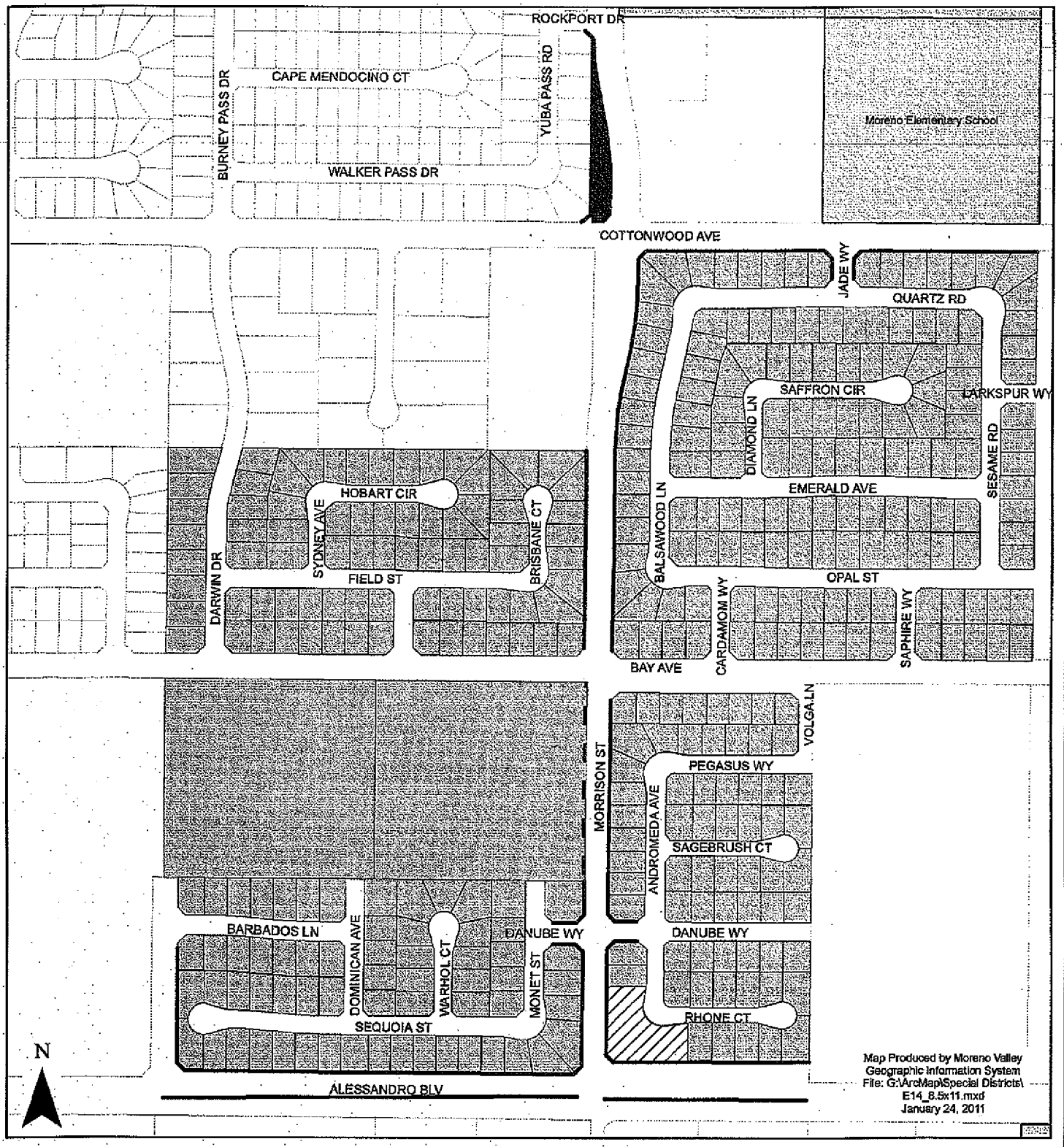

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- Landscaped Parkway
- Future Landscaping
- Landscaped Median
- Zone E-14 Parcels
- Not Part Of E-14 Landscaping
- Turf Area

MORENO VALLEY
WHERE DREAMS SOAR

Item No. B.8

MV00205854

Moren Valley Community Servi s District
Extensive Landscaping & Irrigation

Zone E-15 • Celebration

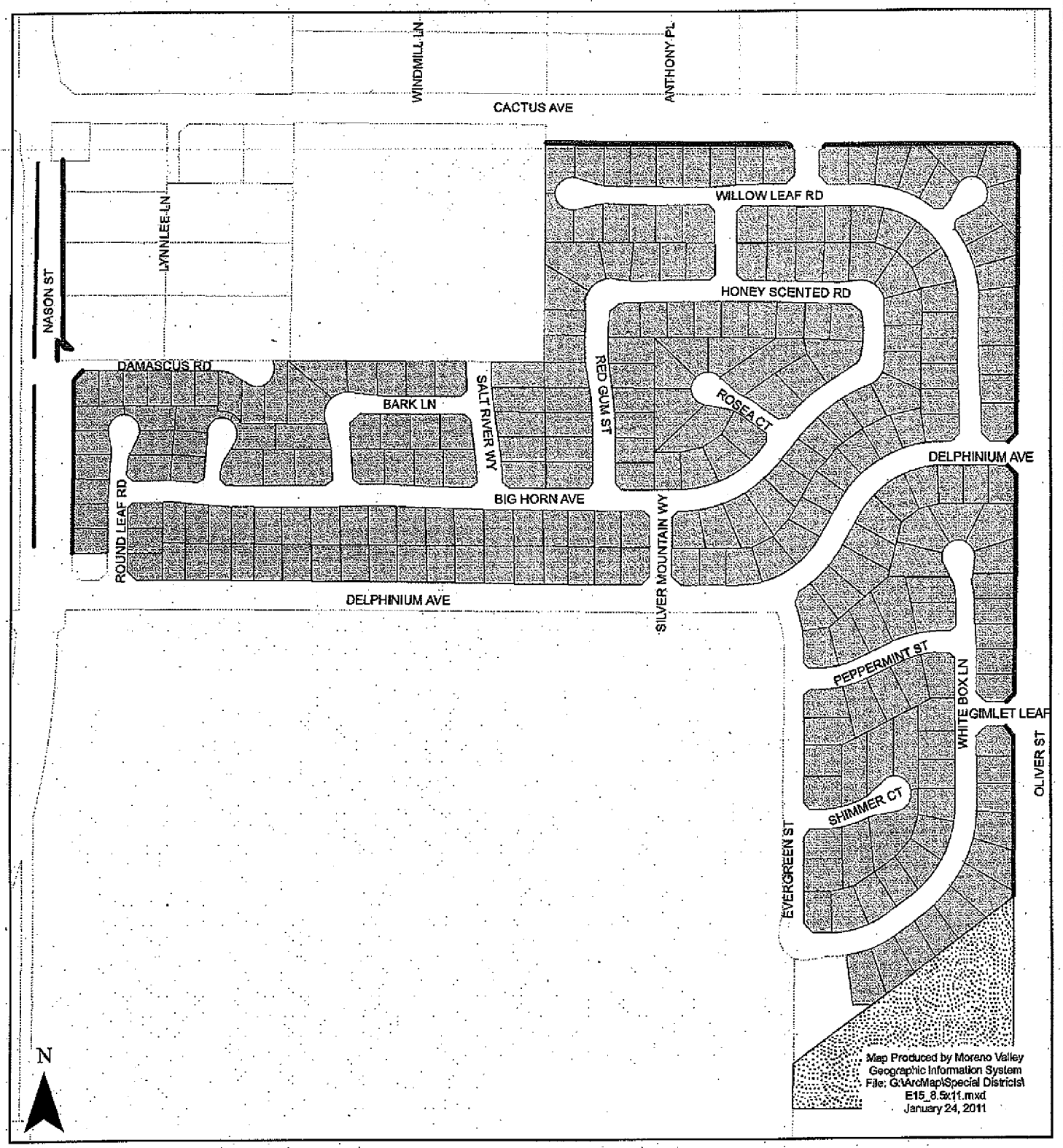

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Landscaped Parkway

Landscaped Median

Landscaped Open Space

Zone E-15 Parcels

MORENO VALLEY
WHERE DREAMS SOAR

Item No. B.8

MV00205855

EXHIBIT B: District Responsibilities

R.F.P. NOE-81415/11
PROJECT NO. E-81415/11

PROMOTORY PARK/MAHOGONY FIELDS/CELEBRATION
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACT SUPERVISION

A. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.

B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C: Payment Terms
R.F.P. NO E-81415/11
PROJECT NO. E-81415/11

PROMOTORY PARK/MAHOGONY FIELDS/CELEBRATIONS
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACTOR'S COMPENSATION

A. The Contractor will be paid monthly per site for work performed satisfactorily under this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports for the: 1) maintenance performed, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month. These reports shall be accompanied by a billing in accordance with the Contract price for the work performed, and shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved.

B. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of Five thousand, three hundred sixty-seven dollars and ninety-seven/100 ($5,367.97) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed Sixty-four thousand, four hundred and fifteen dollars and sixty-four/100 ($64,415.64), except as provided for in Section 2 below.

C. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2, paragraph C. herein this Exhibit, ("Additional Landscape Areas"), in addition to the work set forth in Exhibit A, Contractor's Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Section 9, or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2, paragraph B. below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made of a new installation, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in the Exhibit E, Section 9, shall be prorated from the day the Contractor commences work on the additional areas.

D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Section 9. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).

E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of $14,800.00 for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

A. Work required in the General or Special Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or

frequencies set forth therein, or; perform work as required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the District to allow for explanations.

EXHIBIT D: Term of Contract
R.F.P. NO. E-81415/11
PROJECT NO. E-81415/11

PROMOTORY PARK/MAHOGONY FIELDS/CELEBRATIONS
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. TERM OF CONTRACT

A. Following approval by both parties, the Contract will commence on July 1, 2011, and shall terminate twelve (12) months thereafter.

B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.

C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.

E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

R.F.P. NO. E-81415/11
PROJECT NO. E-81415/11

PROMOTORY PARK/MAHOGONY FIELDS/CELEBRATIONS
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

R.F.P. NO.E-81415/11
PROJECT NO. E-81415/11

PROMOTORY PARK/MAHOGONY FIELDS/CELEBRATIONS
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

1. SCHEDULE I

A. COMPANY NAME: Merchants Landscape Services, Inc.

TYPE
- Sole proprietor _____
- Partnership _____
- Corporation X

B. COMPANY ADDRESS/PHONE NUMBER

MAIN OFFICE ADDRESS:
1510 S. Lyon St.
Santa Ana, CA. 92705

MAIN OFFICE PHONE NUMBER: (800) 645-4881

SATELLITE OFFICE ADDRESS (if applicable):
See attached Branch List

SATELLITE OFFICE PHONE NUMBER See attached Branch List

C. CONTRACTOR'S LICENSING INFORMATION:

LICENSE NUMBER/CLASSIFICATION/NAME STYLE: 765658 C27

NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 12 yrs.
LICENSE EXPIRATION DATE: 7-31-11
CURRENT LICENSE STATUS: Active

PRIOR ACTIONS AGAINST THIS LICENSE? Yes / No

IF YES, LIST CITATION TYPE AND HOW RESOLVED: _____

D. COMPANY'S FEDERAL IDENTIFICATION NO.: 95-4725606

E. NAME AND TITLE OF COMPANY OFFICERS:

Mark Brower	President
Theodore Haas	Chairman
Audrey Haas	Secretary

F. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES: 12 yrs.

G. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 10 yrs.

H. CURRENT LANDSCAPE MAINTENANCE OPERATIONS

THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED TO THIS QUESTION (QUESTION H.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

TOTAL LANDSCAPE MAINTENANCE CONTRACTS: 91

PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 94%

TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: $12,400,000/year

1. NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS: 18	AVERAGE WAGE SCALE: $ 30.00 / *	
TECHNICIANS: 22	AVERAGE WAGE SCALE: $ 19.00 /Hr.*	
FOREMEN: 65	AVERAGE WAGE SCALE: $ 15.00 /Hr.*	
LABORERS: 190	AVERAGE WAGE SCALE: $ 12.00 /Hr.*	

*Use fully burdened rate (i.e., taxes, insurance, benefits, OH &P) - This is a prevailing wage project.

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

A. MOTOR VEHICLES

- TYPE: See attached NUMBER: 143
- TYPE: _____ NUMBER: _____

- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____

B POWER EQUIPMENT
- TYPE: See Attached NUMBER:_____
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____

I. REFERENCES

ATTACH RESPONSES ON ADDITIONAL SHEETS - ONE SHEET PER REFERENCE

1. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.
2. REFERENCE RESPONSES MUST INCLUDE:
   A. NAME AND ADDRESS OF AGENCY;
   B. NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
   C. CONTRACT NAME(S) / NUMBER(S);
   D. ANNUAL CONTRACT AMOUNT(S);
   E. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
   F. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
   G. LENGTH OF CONTRACT(S).
3. **THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:**
   A. How many (number) of contracts and years under contract?
   B What are/were the Scope of the contract(s), acreage amounts, location(s)?
   C. What are/were the Contract amount(s)?
   D. Do/did they have adequate (quantity/quality) staffing?
   E. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
   F. Does staff have the ability to comprehend/speak English?
   G. How are/were the appearance, uniforms, and use of safety equipment?
   H. Do/did they have availability of additional personnel for extra work/special projects?
   I. Is/was the equipment used in good working order?
   J. Do/did they have an effective in-company communications system?
   K. How is/was the knowledge of project/contract standards?
   L. Do/did they have the ability to respond to complaints/requests in a timely fashion?

M. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
N. How accurate & timely is/was billing/invoicing?
O. Have Contract(s) been successfully completed to term?
P. Would you accept future proposals/bids from this company?

2. PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

A. **Facilities** – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

8847 W. 9th St.
Rancho Cucamonga, CA. 91730

15507 Sunview Circle
Riverside, CA. 92504

B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **Equipment:**

See below

2. **Motor Vehicles:**

1 - F150 with trailer
1 - Ranger irrigation truck

3. **Turf Maintenance Power Equipment/Tools:**

4. **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**
(List both powered and hand equipment/tools)

2 - Hedge Trimmers
2 - Blowers
2 - String trimmers
1 - Lopper
1 - Hand tool

5. **Irrigation System Maintenance Equipment:**
(List both powered and hand equipment/tools)
Universal Remote
Wire tracker
All necessary hand tools

6. **Fertilizer Application Equipment:**
(List both powered and hand equipment/tools)

Earthway rotary spreaders
Scotts Accu Pro 2000
Lesco commercial plus 2 speed power spreader
Lesco walk behind spreader

7. **Pesticide Application Equipment:**
(List both powered and hand equipment/tools)

4 gal. Lesco backpack sprayer
Lesco commercial plus 2 speed power sprayer
Lesco commercial plus power sprayers 50 gal. each

C. **Staff**: - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**
(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

1 - Supervisor - Part time
1 - Foreman - Part time
3 - Laborer - Part time

2. **Tree Trimming/Maintenance:**
(List any ISA or equivalent certified personnel)

N/A

3. **Irrigation System Maintenance:**
(List technical personnel – include any relevant education, certification, licensing information for each person listed)

1 - Irrigation Tech part time

4. **Pesticide Application:**
(List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.)

1 - QAL Applicator part time

3. PROPOSED PROJECT WORK SCHEDULES

The following two pages contain blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed schedules for performing the work described in Exhibit A. Use additional sheets as necessary to provide a full and comprehensive response.

A. MONTHLY SCHEDULE SHEET (Full and Reduced Service Levels)

1. List all tasks specified to be performed on a weekly or monthly basis for the E-8, E-14 and E-15 areas in the box corresponding to the day of the week/month the work is proposed to be performed. List man-hours estimated to complete each task.

2. Be sure to include administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

B. ANNUAL SCHEDULE SHEET (Full and Reduced Service Levels)

1. List all tasks specified to be performed for the E-8, E-14 and E-15 areas at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which the work is proposed to be performed. List man-hours estimated to complete each task.

2. Be sure to include any administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

PROPOSED PROJECT WORK SCHEDULES-FULL SERVICE

S-3 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1		1.5 men all day Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #2		2.5 men all day Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #3		1.5 men all day Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #4		1.5 men all day Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		

ROPOSED PROJECT WORK SCHEDULES-REDUCED SERVICE

E-3 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1		1 man all day Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #2		1 man all day Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #3		1 man all day Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #4		1 man all day Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		

merchants landscape services, inc.

MERCHANTS LANDSCAPE SERVICES, INC.
C CITY OF MORENO VALLEY
ANNUAL MAINTENANCE SCHEDULE 2011
E-8 FULL SERVICE

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#765868

February 2011

JAN.	FEB.	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
ground cover, Vines & trees Weed Control	ground cover, Vines & trees Weed Control	ground cover, Vines & trees pre-emergence Weed Control	ground cover, Vines & trees snail bait Fertilize Weed Control	ground cover, Vines & trees Weed Control	ground cover, Vines & trees Weed Control	ground cover, Vines & trees snail bait Weed Control	ground cover, Vines & trees Weed Control	ground cover, Vines & trees Inspection of trees Fertilize Weed Control	ground cover, Vines & trees snail bait Weed Control	ground cover, Vines & trees pre-emergence Weed Control	ground cover, Vines & trees Weed Control
Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly
Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
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MERCHANTS LANDSCAPE SERVICES, INC.
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ANNUAL MAINTENANCE SCHEDULE 2011
E-8 REDUCED SERVICE

February 2011

JAN.	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Fertilize Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees inspection of trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control
Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly
Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
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Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week

ROPOSED PROJECT WORK SCHEDULES-FULL SERVICE

E-14 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1		4 man crew Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #2		4 man crew Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #3		4 man crew Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #4		4 man crew Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		

PROPOSED PROJECT WORK SCHEDULES-REDUCED SERVICE

E-14 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1		3.5 man crew Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #2		3.5 man crew Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #3		3.5 man crew Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #4		3.5 man crew Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		

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ANNUAL MAINTENANCE SCHEDULE 2011
E-14 FULL SERVICE

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February 2011

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ground cover, Vines & trees Weed Control	ground cover, Vines & trees Weed Control	ground cover, Vines & trees pre-emergence Weed Control	ground cover, Vines & trees snail bait Fertilize Weed Control	ground cover, Vines & trees Weed Control	ground cover, Vines & trees Weed Control	ground cover, Vines & trees snail bait Weed Control	ground cover, Vines & trees Weed Control	ground cover, Vines & trees inspection of trees Fertilize Weed Control	ground cover, Vines & trees snail bait Weed Control	ground cover, Vines & trees pre-emergence Weed Control	ground cover, Vines & trees Weed Control
Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly
Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week

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C CITY OF MORENO VALLEY
ANNUAL MAINTENANCE SCHEDULE 2011
E-14 REDUCED SERVUCE

February 2011

JAN.	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Fertilize Weed Control	ground cover, Vines & trees Weed Control	ground cover, Vines & trees Weed Control	ground cover, Vines & trees Weed Control	ground cover, Vines & trees Weed Control	ground cover, Vines & trees inspection of trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control
Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly
Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week

PROPOSED PROJECT WORK SCHEDULES-FULL SERVICE

E-15 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1		1 man all day Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #2		1 man all day Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #3		1 man all day Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #4		1 man all day Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		

R.F.P. No. E-81415/11

PROPOSED PROJECT WORK SCHEDULES-REDUCED SERVICE

E-15 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1		1 man 6 hours Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #2		1 man 6 hours Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #3		1 man 6 hours Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #4		1 man 6 hours Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		

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C CITY OF MORENO VALLEY
ANNUAL MAINTENANCE SCHEDULE 2011
E-15 FULL SERVICE

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February 2011

JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
ground cover, Vines & trees Weed Control	ground cover Vines & trees Weed Control	ground cover, Vines & trees pre-emergence Weed Control	ground cover, Vines & trees snail bait Fertilize Weed Control	ground cover, Vines & trees Weed Control	ground cover, Vines & trees Weed Control	ground cover, Vines & trees snail bait Weed Control	ground cover, Vines & trees Weed Control	ground cover, Vines & trees Inspection of trees Fertilize Weed Control	ground cover, Vines & trees snail bait Weed Control	ground cover, Vines & trees pre-emergence Weed Control	ground cover, Vines & trees Weed Control
Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly
Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week	Litter removal 1 day per week
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
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MERCHANTS LANDSCAPE SERVICES, INC.
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ANNUAL MAINTENANCE SCHEDULE 2011
E-15 REDUCED SERVUCE

February 2011

JAN.	FEB.	MAR.	APRIL	MAY	JUNE	JULY	AUG	SEPT.	OCT	NOV.	DEC
Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Fertilize Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees inspection of trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control	Trim shrubs ground cover, Vines & trees Weed Control
Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly
Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
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4. PROPOSED ANNUAL MATERIAL SCHEDULE

A. Fertilizers:

List the fertilizers to be furnished to execute work tasks specified in Exhibit A. Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
23-5-10	40 bags - 50lbs	$840.00

B. Pesticides:

List pesticides to be furnished to execute work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Snap shot-pre-emergent	50 lbs.	$ 100.00
Fusilade - Herbicide	1 pint	$ 64.00
Fumitoxin-Gopher control	5 flask	$ 130.00
M-pede-insecticide	12 gal.	36.00

5. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

A. Communications:

The General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Scope of Services .specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

Merchants has a 24 hour/7 days a week dispatch manned by Merchants employees. Also, all Area Managers have Nextel phone/Radios with Blackberry capability for field e-mail access. All crew foreman also have Nextel Phones/Radios. All of the above allows Merchants to have a 24 hours, 7 days a week rapid communication capabilities.

B. Traffic Safety:

The General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

Merchants possesses all it's own traffic control devices, including arrow boards, delinators signage etc. It is very versed and experienced in caltrans requirements. It practices traffice control daily in Cities through out Southern California.

C. **Greenwaste Recycling:**

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

Burrtec Waste Industries, Inc.
9820 Cherry Ave.
Fontana, CA. 92335
Contact: Vicent - (800) 998-8774

Burrtec Waste Industries, Inc.
1850 Aqua Mansa Rd.
Riverside, CA. 92509
Contact: Judy Davis - (951) 786-0639

Aqua Mansa Waste Site
1830 Aqua Mansa Rd.
Riverside, CA. 92509
(951) 786-0544

6. LIST OF SUBCONTRACTORS

A. SUBCONTRACTORS:

In compliance with the provisions of Government Code, Section 4102, the undersigned Proposer sets forth the name and location (address) of the place of business of each subcontractor who will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
None		

7. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE _____

PRINTED NAME Mark Brower

TITLE President

COMPANY NAME Merchants Landscape Services, Inc.

DATE February 23, 2011

8. PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the Moreno Valley Community Services District and Merchants Landscape Services and further , the aforesaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind Merchants Landscape Services to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT (PRINTED), SIGNED AND DATED

SIGNATURE _____

NAME Mark Brower

TITLE President

COMPANY NAME Merchants Landscape Services, Inc.

DATE February 23, 2011

MERCHANTS LANDSCAPE SERVICES, INC.

References

CITY OF IRVINE
P.O. Box 19575
Irvine, CA. 92623
Contact: Ariel De La Paz
Phone: (949) 724-7619
Project Completion: On going to 2014
Project size in $: $3,000,000/year
City Parks & Sports Parks

CITY OF PALM SPRINGS
3200 Tahquitz Canyon Dr.
Palm Springs, CA. 92262
Contact: Vickie Oltean
Phone: (760) 831-8665
Project Completion: On going to 2012
Project Size in $: $1,200,000/year
Sports Parks, City Parks, Facilities, and Medians

CITY OF ORANGE
230 E. Chapman
Orange, CA. 92866
Contact: Dana Robertson
Phone: (714) 744-7283
Project Completion: On going to 2011
Project size in $: $750,000/year
All City Parks & Assessments Districts

CITY OF PALOS VERDES ESTATES
340 Palos Verdes Drive West
Palos Verdes Estates, CA. 90274
Contact: Carl Mortiz
Phone: (310) 378-0383
Project Completion:On going to 2012
Project size in $240,000/year Parklands and Right of Way Maintenance

CITY OF NEWPORT BEACH
3300 Newport Blvd.
Newport Beach, CA. 92658
Contact: Dan Sereno
Phone: (949) 644-3069
Project Completion: On going to 2012
Project size in $: $650,000/year
All City Medians & Parkways

CITY OF MANHATTAN BEACH
3621 Bell Avenue
Manhattan Beach, CA. 90266
Contact: Juan Price
Phone: (310) 802-5310
Project Completion: On going to 2015
Project size in $: $500,000/year
All City Medians, Parks & Facilities

CITY OF RANCHO PALOS VERDES
30940 Hawthorne Blvd.
Rancho Palos Verdes, CA. 90275-5391
Contact: Larry D. Still
Phone: (310) 544-5252
Project Completion: On going to 2012
Project size in $240,000/year
Roadside Maintenance

CITY OF YORBA LINDA
4845 Casa Loma Ave.
Yorba Linda, CA. 92886
Contact: Bruce Carleton
Phone: (714) 961-7170
Project Completion: On going to 2012
Project size in $:420,000.00
City Parks

CITY OF RIVERSIDE
8095 Lincoln Avenue
Riverside, CA. 92504
Contact: Jeff Smith
Phone: (951) 231-4661
Project Completion: On going to 2012
Project size in $: $500,000/year
North Quadrant/Riverwalk

CITY OF PASADENA
100 N. Garfield Ave.
Pasadena, CA. 91109
Contact: Charles Peretz
Phone: (626) 744-4649
Project Completion: On going to 2012
Project Size in $230,000/year
City Parks

CITY OF LAGUNA NIGUEL
27791 La Paz Road
Laguna Niguel, CA. 92677
Contact: Randy Trinkaus
Phone: (949) 362-4337
Project Completion: On going to2011
Project size in $245,000/yr.
City Parks

CITY OF SAN JUAN CAPISTRANO
32400 Paseo Adelanto
San Juan Capistrano, CA. 92675
Contact: David Hubler
Phone: (949) 443-6365
Project Completion: On going to2014
Project size in $:340,000/yr.

CITY OF LAWNDALE
14717 Burin Avenue
Lawndale, CA. 90260
Contact: Marlene Miyoshi
Phone: (310) 973-32600
Project Completion: On going to 2012
Project size in $: $250,000/yr.
City Parks

CITY OF SIERRA MADRE
232 West Sierra Madre Blvd.
Sierra Madre, CA. 91024
Contact: Bruce Inman
Phone: (626) 355-5839
Project Completion: On going to 2011
Project size in $: $135,000/yr.
City Parks

CITY OF SAN DIEGO
1250 6TH Ave., 4th Floor
San Diego, CA. 92101
Contact: Bob Smith
Phone: (619) 980-8108
Project Completion: On going to 2013
Project Size in $: $140,000/year
Medians, Parkways and Slopes

CITY OF CHULA VISTA
1800 Maxwell Road
Chula Vista, CA. 91911
Contact: Larry Smith
Phone: (619) 600-8780
Project Completion: On going to 2011
Project size in $: $400,000/year
Medians, Parkways and Open Space

MERCHANTS LANDSCAPE SERVICES

BRANCH LIST

Pomona Branch
8847 W. 9th Street — *Phone: 800-645-4881*
Rancho Cucamonga CA, 91730 — *Fax: 909-981-1029*
Regional Manager – Patrick Healy — ***Cell: 310-864-9900***

Los Angeles Branch
11220 ½ Peoria St. — *Phone: 800-645-4881*
Sun Valley, CA 91352 — *Fax: 818-504-2578*
Regional Manager – Patrick Healy — ***Cell: 310-864-9900***

Orange County
1639 E. Edinger Ave. Building # C — *Phone: 800-645-4881*
Santa Ana, CA 92705 — *Fax: 714-972-3185*
O.C. Regional Manager – Martin Herrera Cell: 714-720-1330

Irvine Branch
1510 S. Lyon St. — *Phone: 800-645-4881*
Santa Ana, CA. 92705 — *Fax: 714-972-3185*
O.C. Regional Manager – Martin Herrera — ***Cell: 714-720-1330***

San Diego Branch
2865 Main St. Suite #A — *Phone: 800-645-4881*
Chula Vista, CA 91911 — *Fax: 619-872-2108*
Branch Manager – Miguel Ybarra — ***Cell: 760-275-8263***

Palm Springs Branch
1130 Valdivia, Suite #A — *Phone: 800-645-4881*
Palm Springs, CA 92262 — *Fax: 760-864-9528*
Branch Manager – Mike Kartchner — ***Cell: 760-802-4519***

merchants
landscape services, inc.

VEHICLE LIST

MLS-Corporate				
Veh #	Licence #	Year	Make/Model	Vin #
122	6JIE640	2009	Lincoln Navigator	5LMFU27509EJ01141
223	8H06166	2007	Ford F-150	1FTPW12547FB59848

MLS-Santa Ana Branch				updated
Veh #	Licence #	Year	Make/Model	Vin #
187	5ZGF772	2008	Expedition	1FMFU19548LA02102
103	7D22716	2003	Chevy Silverado	2GCEC19V931328785
106	6X99608	2002	Ford F-150	1FTRX17MX2NB52818
107	7D22717	2003	Chevrolet pickup	2GCE19V131327033
108	6B40408	1999	Ford/Van	1FTRE1427XHB57966
111	6C03023	1999	Ford F-150 KC pickup	1FTZX172XXKB83518
113	6G58011	2000	Ford F-150 pickup	1FTZX1721YKB19949
115	6V31775	2002	Ford F-150 pickup	1FTRX17W42NA69265
116	7B16229	2003	Chevy S-10	1GCCS14XX38115778
117	7W83338	2005	Ford F-350	1FDWF36515EC89280
118	7X56108	2005	Ford F-350	1FDSF345X5EB18027
119	8D61369	1995	Chevy 1 ton truck	1GBJC34K2SE160450
120	8C42496	1995	Chevy 3/4ton	1GCGC29K0SE250057
132	6B33559	1999	Ford Ranger pickup	1FTYR14V6XPB36672
145	7B16230	2003	Chevy S-10	1GCCS14XX38161840
167	8H06127	2008	Ford F250	1FTSX20578EA62845
174	8K89815	2008	Ford F-150 Supercrew	1FTRW12W88FA49226
176	8K48974	1999	Ford F800 (Water truck)	3FENF8010XMA08142
192	8W12873	2005	Ford F-350	1FDWF365X5EB65444
199	6R39199	2001	Dodge 1500 pickup	1B7HC16X71S249955
200	8D50109	2006	Ford F-150	1FTVX12566NA53572
201	8D50108	2006	Ford F-150	1FTVX12536NA53688
202	8C80429	2006	Ford F-150 Super Cab	1FTVX12586NA64007
213	8k89886	2008	Ford F-150 Supercrew	1FTRW12W28FA31238
214	8D11641	2006	Ford F-350 Chassis	1FDWW36P36EB42946
219	8H06126	2008	Ford F-250	1FTSX20598EA56495
224	8F29332	2007	Chevy Pick up	1GCEC19X17Z166164
226	7R13278	2005	Ford F150	1FTRF12205NB94436
229	8Z63681	2010	Ford Ranger	1FTKR1ED7APA38480
235	8P81303	2008	Ford Ranger	1FTYR10U28PA93253
238	8T87781	2008	Ford F350 Classis	1FDWF36558EA03046
242	8U52679	2008	Ford F-150	1FTRX12W38FB76222
245	8P74271	2009	Ford Ranger	1FTYR10D99PA22178

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247	8V69658	2009	Ford Ranger	1FTYR10D19PA41260
248	8V84305	2009	Ford F350 Chassis	1FDWW36Y59EA42911
Trailers	Lic.#	Year	Make/Model	Vin #
T406	4GY3629	1999	Big Tx Utility	16VVX0811X1A15309
T411	4GU4932	2006	Big Tex Utility	16VUX162661E99747
T413	1KF2776	2001	Big Tx Utility	16VVX101311A36977
T415	4JK5131	2004	Big Tex Utility 12'	16VVX101841A16731
T416	4HE8310	2006	Big Tex Utility 12'	16VAX121252A68007
T419	4KM3761	2007	Big Tex Utility 12'	16VAX121X72A66380
T429	4KE7385	2006	Carson/DT-102 7x1	4HXDT10256C109397
T430	4KR8518	2009	Utility DV mfts DV10ET-20split ramp	1D9EU20289S591930
T443	4HE2465	2006	Big Tex Utility	16VNX162851E84749
T446	4JC5734	2007	Big Tex Utility	16VVX121271A52349
T459	4KK2479	2008	Big Tex Utility	16VCX162582H98476
T465	088052U	2007	Honda Bull Dog/water Trailer	DHWT5008207
Gem Cart	Lic #	Year	Make/Model	Vin #
	7D35838	2002	Golf Cart	5ASAK27412F020997
C503		2003	Yamaha	JU2-003902

MLS Irvine Branch

Veh #	Licence #	Year	Make/Model	Vin #
100	5NUL837	2005	Expedition	1FMFU17585LB07417
109	7S38912	1997	Ford F-150	1FTUX1728VKB36723
110	5R29572	1997	Ford F-150 KC pickup	1FTDX1763WNA12281
112	6E91433	1995	Izusu NPR	JALC4B1K5S7000324
130	6J05871	2000	Ford F-150	1FTZF1725YNC19831
140	7V57320	2005	F-150	1FTPW12535KD33445
146	7P94549	2004	Ford Ranger pickup	1FTYR10U84PB61601
172	8K76942	2006	GMC Sierra - Dump truck	1GDJC39U26E235445
175	8P13371	2007	GMC Sierra 3500 Chassis	1GDJC39K17E597007
181	6L85322	2001	Dodge 1500 pickup	1B7HC16X21S218371
182	6P91997	2001	Dodge 1500 pickup	1B7HC16X91S261203
185	8S59389	2001	Dodge 1500 pickup	1B7HC16XX1S42527
186	6B45138	1999	Ford Ranger pickup	1FTYR10V0XPB69401
196	6M12313	2000	GMC 3500 1-ton pick up	1GDHC33J9YF421896
197	7M71324	2003	Chevy Silverado 1500	2GCEC19V831328843
204	8R87523	2006	Ford Ranger	1FTYR10U76PA64070
230	8P81301	2008	Ford F-150	1FTRX12W18FC11369
231	8P81302	2008	Ford F-150	1FTRX12W68FB60600
232	8P81304	2008	Ford F-350 Stakebed	1FDWF36548EE58132
233	8P81305	2008	Ford F-350 Stakebed	1FDWX36R48EB78209
236	8P81298	2008	Ford Ranger	1FTYR10U78PA22033
237	8P81300	2008	Ford F-150	1FTRX12W58FB55243

243	8W12872	2008	Ford F-250	1FDSX20548EA56478
Trailers	Lic #	Year	Make/Model	Vin #
T401	SE529849	2003	chipper	1VRU111A541004217
T405	1JK4535	2000	Big Tx Utility	16VVX0818Y1A23796
T409	4JK4679	2005	Big Tex Utility	16VNX162451E84182
T410	4JK4680	2006	Carsa	4HXDC16206C109783
T417	New	2011	Big Tex Utility	16VAX1210B2A74688
T455	4KK1243	2008	Big Tex Trailer	16VAX121571A66518
T456	4KK1244	2008	Big Tex Trailer	16VAX121X81A06008
T457	4KK1245	2008	Big Tex Trailer	16VEX202X82H12649
T458	4KK1323	2008	Big Tex Trailer	16VAX101481A06010
T460	4KK3427	2008	Big Tex Trailer	16VEX202882H2651
T461	4KK7351	2009	Big Tex Utility	16VCX182891E33827
T464	4KR6684	2009	Utility DV mfts split ramp	1D9EU20209S591923
T466	4LB5419	2010	Big Tex Utility	16VAX1016A2A45004
	558040	1997	Arrow board trailer	1W91S1014V1249094
		1987	Utility Trailer for Gator	TC022BX010203
	Irvine	1987	Utility Gator	19342
	Irvine	1987	Utility Gator	19344
	Irvine	1987	Utility Gator	19356

MLS-Los Angeles Branch (Sun Valley)

Veh #	Licence #	Year	Make/Model	Vin #
123	7G10650	2003	Chevy Silveradio 1500	2GCEC19VX41124479
124	8C42721	2000	Dodge T4C	3B7KC23Z7YG111013
125	8R87479	2005	Ford Ranger pickup	1FTYR14U15PA62484
126	7V29675	2005	Ford F-350 Stake Bed	1FDSF34515EB18028
127	6K37227	2001	Ford F-150 XLT	1FTRX17L81NA10272
128	7E27786	2003	Chevy Silverado Extra C	2GCEC19V231325856
129	6G42812	2000	Ford F-150	1FTZX1728YKB15395
133	7B13735	2003	Chevy Silverado	1GCEC14V93E148518
134	7B13736	2003	Chevy Silverado	1GCEC14V43Z131019
135	8z49512	2005	Ford F-150	1FTR12215NB52812
136	8G97528	2005	Ford F-350 Stake Bed	1FDWF36565EA09093
137	7D80048	2003	Ford Comm Cutaway Van	1GBJG31U531141331
139	6Z65654	2003	Ford Ranger pickup	1FTYR10U63PA06057
163	7J46556	1999	GMC Topkick/Chipper	1GDJ7H1D7XJ851924
164	8G97527	2000	Ford F-150 KC pickup	1FTRX17W3YKA35988
166	6R34719	2001	Ford F-150 pickup	1FTRF17W01NB56193
170	8H06124	2008	Ford F250	1FTSX20548EA37420
173	8K89824	2008	Ford Ranger pickup	1FTYR14U28PA24167
183	5Y02412	1999	Ford F-150 pickup	1FTZF1724XKA29146
193	7W50751	2005	Ford F-350	1FDWF36545EB68968

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221	8L38955	2007	Ford Ranger	1FTYR14D47PA95353
249	4X12407	1994	Chevrolet pickup	1GCEC14K4RE127543
251	8Z63680	2010	Ford Ranger	IFTKRIE3DAPA38475
252	8Y89431	2010	Ford F-250	1FDSX2A58AEA28882
Trailers	Lic.#	Year	Make/Model	Vin#
T400	SE499113	2001	chipper	IVRU111A711000827
T404	4JK5130	2004	Big Tex Utility	16VVX101941A21257
T412	4HE8313	2006	Big Tex Utility 16'	16VNX162361E22273
T420	1JP2204	2000	Big Tex Utility	16VVX1019Y1A26416
T421	1JT2835	2000	Big Tex Utility	16VVX0813Y1A30220
T422	1KM7084	2001	Big Tex Utility	16VVX101X11A43327
T423	4JH6661	2207	Big Tex Utility	16VAX101171A66521
T424	1JZ5373	2000	Big Tex Utility	16VVX0816Y1A30986
T425	4DJ7406	2003	Big Tex Utility	16VVX101431A60756
T426	4ES1233	2003	Big Tex Utility	16VVX081331A78731
T427	4CH6366	2000	Big Tex Utility	16VVX1416YLA31048
T428	4EP1977	2003	Big Tex Utility	16VVX081221A55214
T468	4LF4391	2010	Big Tex Utility	1D9UU1011AS591060
Gem Cart	Lic.#	Year	Make/Model	Vin #
C500	7E24479	2002	Chrysler GEM	5ASAK27462F031512
C501		1975	Taylor Dunn	136012
C502		2003	Carry All 6 Club Car	262720
	8Z49345	2002	Chrysler GEM	5ASAK27499F030371
MLS Pomona Branch (Rancho Cucamonga)				
Veh.#	Licence #	Year	Make/Model	Vin#
244	8P74270	2009	Ford F150 Super crew	1FTRW12899KB95421
102	6U04567	2001	Inter Tree Trim	1HTSCAAM41H382577
104	8L29915	2007	Silverado 3500 Chassis	1GBJC39U67E173932
105	7L74667	2004	Ford F-150	1FTRX12W44NB43407
141	8C77592	2006	F-150	1FTRF12W56NB07294
142	7G10649	2003	Chevy Silverado 1500	2GCEC19V841120298
143	8V44900	2003	Chevy Pick Up	1GCEC19V83Z120534
147	7W64915	1997	Chevy 1 ton truck	1GBJC34RIVF004699
148	8Z49580	2000	Ford Ranger pickup	1FTYR14V2YPB19854
149	5X27055	1999	Ford pk	1FTYR10C3XUA03339
150	6N20581	2001	Ford F-150 pickup	1FTZX17261KF41897
151	7H04122	2001	Ford F-150 pickup	1FTRX17W11NA31006
152	6G42813	2000	Ford F-150 pickup	1FTZX1728YKB15428
153	7W34816	2005	Ford F-350	1FDWF36Y55EB82596
155	5F12144	1996	Dodge Dakota	1B7FI26X5TS520074
157	7M68778	2004	Ford F150	2FTRX17WX4CA30253
158	7V83928	2005	Ford F-350	1FDWF36Y15EB99475

178	6J69144	2000	Ford F-150 XLT pu	1FTRX17L2YKA65487
180	61715A1	2000	Ford F-150 LB pu	1FTZF1723YKA86939
194	7W43810	2002	Ford F-350	1FDSW34F12EA82877
198	7B15152	2003	Chevy Silverado	1GCEC14V83Z192941
211	8D11395	2006	Ford Ranger	1FTYR10U36PA64048
215	8D48234	2006	Chevy Silverado 3500	1GBHC34U96E197632
217	8V44901	2006	Chevy Colorado Classis	1GBDS146968258211
225	8M89937	2008	Ford F-150 XL 4x2 Spr cab	1FTRX12W88FB29932
240	8U22271	2008	Ford F-150 XL 4x2 Spr cab	1FTRX12W78FB60539
241	8T87778	2008	Ford Ranger	1FTYR10DX8PB17220
246	8V66223	2009	Ford Ranger	1FTYR10D99PA32144
Trailers	Lic#	Year	Make/Model	Vin#
T402	4KE7386	2000	Big TE Utility	16VVX0813Y1A21081
T407	1JC3389	2000	Big TE Utility	4K8VX0817Y1A48404
T431	1JG3423	2000	Big Tx Utility	16VVX0818Y1A23794
T433	1KF2738	2001	Big Tx Utility	16VVX121611A36968
T435	4FV8383	2003	Big Tx Utility	16VAX101241A14634
T436	4KF4420	2003	Big Tx Utility	4K8AX101531A12493
T437	4AK6903	2002	Big Tx Utility	16VUX162121E51941
T438	4KF4422	2004	Big Tx Utility	16VNX142741E45331
T440	4KM3781	2005	Big Tx Utility	16VNX162052E51416
T449	New	2007	Big Tx Utility	16VVX121371A59360
T463	4KK3984	2009	Big Tx Utility	16VVX081X91A29423
Gem Cart	Lic.#	Year	Make/Model	Vin #
C504	7E24484	2002	Chysler	5ASAK27402F031103
C505			Taylor Dunn	Serial # 13610Mo.B2-48
C506			Taylor Dunn	No. not legible
C507			Chrysler GEM	5ASAK27462F031512
C508			John Deere	Serial # W00turf003575
C509			Chrysler GEM	5ASAK27482F021337
C510			EZ-GO	Serial # J0234-188068
MLS-Palm Springs				
Veh #	Licence #	Year	Make/Model	Vin #
212	8D11399	2006	Ford F-150 XLT	1FTPW12596KD72039
169	8H06123	2007	Ford F-150	1FTRX12W07KC62609
171	8M00027	2007	Chevy Silverado Dump	1GBJC39K97E580433
205	8C80427	2006	Ford F-150 Reg Cab	1FTRF12W16NB33603
206	8P11010	2006	Chevy S3500 w/10' dump	1GBJC39U26E176714
207	8D76098	2006	Ford Ranger	1FTYR10U16PA83973
208	8E32375	2006	Ford Ranger	1FTYR10U16PA65828
210	8D11398	2006	Ford F-150 Super Cab	1FTVX12566NA69738
216	7S99151	2006	Ford F-150 XL	1FTVX125X6NB17726

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218	8H06119	2007	Ford F-150	1FTRX12W77FA88496
220	8H06122	2007	Ford F-150	1FTRX12WX7FA88458
222	8L25904	2007	Ford Ranger XL2W	1FTYR14U77PA93029
Trailers	Lic.#	Year	Make/Model	Vin #
Trailers	4HE9157	2006	Big Tex Utility 16'	16VNX162961E22276
T442	1JC5450	1999	Big TX Utility	16VVX101XX1A18985
T445	4KL2459	2005	Big Tex Utility 12'	16VAX121552A70107
T447	4JH6760	2007	Big Tx Utility	16VVX121X71A71988
T462	4JH6668	2007	Big Tx Utility	16VVX162471E59376
T467	4LB9408	2010	Big Tx Utility	16VVX0811A2A57741

MLS: San Diego Branch (Chula Vista)

Veh #	Licence #	Year	Make/Model	Vin #
250	8Z63682	2010	Ford F-150	1FTEX1CW0AFB55573
177	7E24179	2003	Chevy Silverado	2GCEC19V231324285
179	8L60482	2002	Ford F-150	1FTRX17W52NB04671
184	6F30676	2000	Ford F-150 pickup	1FTZF1720YKB04037
188	7B16231	2003	Chevy S-10	1GCCS14X538158568
189	8D20422	1999	Chevrolet 3500	1GBHC34R9XF032025
190	7W50752	2005	Ford F-350	1FDWF36565EB43540
191	7W34817	2005	Ford F-350	1FDWF36555EB15096
195	7W56849	2005	Ford F-350	1FDWF36535EC89278
209	8D11397	2006	Ford F-150 Super Cab	1FTVX12586NA67568
227	8W97675	2010	Ford Ranger	1FTKR1AD5APA18041
239	8U48440	2008	Ford Ranger	1FTYR10D48PB15687
228	8Y81888	2006	Ford F-350 Diesel	1FDWF36P36EB62520
Trailers	Lic.#	Year	Make/Model	Vin #
T450	1KC6115	2000	Big Tx Utility	16VVX0818Y1A30987
T451	1KC6116	2001	Big Tx Utility	16VVX101611A33510
T414	4KM3760	2000	Aztec Utility	4ZBUE0121YF000111
	4HE3486	2007	Carson trailer	4HXSU16247C116791

merchants landscape services, Inc.

Equipment Inventory

Make & Model	I.D. Number
22" Double Sided	8040608
22" Double Sided	9111852
Aerator - John Deere 1500 A20857	M01500X025435
Aerator - Lesco / push behind	72260835
Aerator Classen 42" 3 pt hitch	720263984
Aerator Drum 70"	20637
Aerator Hasqaverna walk behind	53058177
Aerator Honda 25.5 - Blu H742	83970569
Aerator Landpride PTO CA2560	574628
Aerator Model 968982105 Husquarna	8400476
Aerator Tow - Lesco	72260739
Aerator Tow behind	645
Aerator Walk behind	74238666
Air Compressor	Added Jan. 2009
Aireator - Orange	53058177
Arborist's Saw 35cc	167677832
Arborist's Saw 35cc	169484303
Auger Honda Engine	A20849
Auger post hole digger w/2" - Echo A20447	E02103003542
Avger Honda/Ground hog-Mod. C71-5	1741792
Backpack blower	272069304
Blower Backpack	80704100
Backpack blower	272069291
Backpack blower	272069313
Backpack blower	272069325
Backpack Blower	271289378
Backpack Blower	271288406
Backpack Blower	271288400
Backpack blower	272069301
Backpack blower 36"-Walk behind Model TH	824945
Backpack blower Echo 44cc carb II	P08111002945
Backpack blower Echo-PB-413	P0811003315
Backpack blower Husquvarna - 145BF	3003305
Backpack blower STIHL-BR-550	271665400
Blower - Echo PB500HT	P02311006658
Blower - Hasqvarna (green/black)	3004020
Blower - Hasqvarna (white)	3003318
Blower - Husqvarna	3003867
Blower - Husqvarna	3003317
Blower - Husqvarna	3000793
Blower - Husqvarna	3003850
Blower - Husqvarna (black)	2005701
Blower - Husqvarna (black)	3002024
Blower - Husqvarna (black)	3002032 - 551139

Make & Model	I.D. Number
Backpack blower Husquvarna - 145BF	965102305
Backpack blower STIHL-BR-550	271665392
Backpack blower STIHL-BR-550	271665390
Bagging System - Exmark LHPUV4650	718814
Battery Charger (for 6 & 12 volts) Model #7200	
Billy Goat Vacuum	1290841
Bit- 5 gallon	
Bit- 5 gallon	
Blower	P08211002836
Blower	P02311002461
Blower	P02311002514
Blower	4000265
Blower	4001270-04
Blower	4001276-04
Blower	4000-736
Blower	30002315
Blower - Echo	P08111002736
Blower - Echo	#09005538
Blower - Echo	P08111002852
Blower - Echo	O90005598
Blower - Echo	P08111003367
Blower - Echo	P08111002768
Blower - Echo	P08011015596
Blower - Echo	P08111002393
Blower - Echo	D08111003544
Blower - Echo	P02011001417
Blower - Echo	P02011001417
Blower - Echo	P02011001417
Blower - Echo	P08211003677
Blower - Echo	P08211002735
Blower - Echo	7611021673
Blower - Echo (blue)	2004117
Blower Echo 4600	570411001510
Blower Echo 4600	42023570602
Blower Echo Model PB413-H	2002773
Blower Echo Model PB413-H	9002264
Blower Echo Model PB413-H	2004160
Blower Echo Model PB415T	P08111001232
Blower Husquarna 145BF	2003219/2003223
Blower Husquvarna	10004766
Blower Husquvarna	70924381
Blower Husquvarna	3003206
Blower Husquvarna	50000441
Blower Husquvarna	3000795

Item No. B.8

Make & Model	I.D. Number
Blower - Husqvama (orange)	3003215
Blower - Husvarna	60084
Blower - Husvarna	3000791
Blower - Husvarna	2003287
Blower - Husvarna	2011846.00
Blower - Husvarna	5000437
Blower - Husvarna	2001840
Blower - Husvarna	13000710
Blower - Kawaski (yellow)	56002021
Blower - PB500HT	P02311003707
Blower - PB500HT	P02311003795
Blower - PB500HT	P02311003668
Blower - PB500HT	P02311003698
Blower - Shindawa	4107423
Blower (Back Pack) 1 Echo 50CC Model PB5	S69311005757
Blower (black & white)	1002106
Blower (Mist) Model MD155DX-Maruyama	267622333
Blower (Mist) Model SR420Z-STILI	267622355
Blower back pak	9535115-76
Blower Echo	P08211003528
Blower Echo	P08211003546
Blower Echo	PO8111001519
Blower Echo 4600	21171
Blower Echo 4600	9003418
Blower Stihl	271665391
Blower Stihl	271665393
Blower Stihl	No serial#
Blower, Frame, Throttl	620001275
Blower, Frame, Throttl	620001270
Blower, Frame, Throttl	620001276
Blower, Frame, Throttl	620001279
Blower, Frame, Throttl	4001266
Blower, Frame, Throttl (changed serial#)	4000726
Blower, Frame, Throttl (changed serial#)	4000736
Blower, Frame, Throttl (changed serial#)	4000728
Blower, Frame, Throttl (changed serial#)	40000739
Blower, Frame, Throttlb	4001279
Blower/Hip Throttle - Echo PB413HC	P08011020164
Blower/Hip Throttle - Echo PB413HC	P08011020184
Blower/Hip Throttle - Echo PB413HC	P08011020191
Blower/Hip Throttle - Echo PB413HC	P08011020193
Blower/Hip Throttle - Echo PB413HC	P08011020197
Blower-low noise	1002836
Bluebird 22" Flail Power rake	072330206
Bottle jack 10 tons	
Bulldog 500 Gallon Water trailer	

Make & Model	I.D. Number
Blower Husquvarna	2003214
Blower Husquvarna	30002728
Blower Husquvarna	5000435
Blower Husquvarna	551139
Blower Husquvarna	20001849
Blower Husquvarna	5000061
Blower Husquvarna	7003839
Blower Husquvarna	1569
Blower Low Noise - Echo PB460LN	P0821100344
Blower Low Noise - Echo PB460LN	P08211002855
Blower Low Noise - Echo PB460LN	P08211003319
Blower Low Noise - Echo PB460LN	P08211003529
Blower Low Noise - Echo PB460LN	P08211003538
Blower Low Noise - Echo PB460LN	P08211003541
Blower Low Noise - Echo PB460LN	P08211003392
Blower Red Max Model EB2500	71003044
Blower Red Max Model EB2500	E1325000
Blower Red Max Model EB2500	216836
Blower Redmax	80206383
Blower Redmax Model EBZ5000	50403101
Blower Redmax Model EBZ5000	56300609
Blower Solo backpack	
Chain Saw Echo Model CS341	2027183
Chain Saw Husqvarna 36cc	74439484
Chain Saw Model CS 330T	C07711009418
Chain Saw Stihl	269159862
Chain Saw1 Echo 36.3cc Model CS 360T	660-11005226
Chainsaw	C07611007001
Chainsaw - Echo	C08011005435
Chainsaw - Echo small	2029100
Chainsaw - Stihl	ms250
Chainsaw - Stihl	ms250
Chainsaw - Stihl	11226610503
Chainsaw - Stihl	30050007409
Chainsaw - Stihl	3005000409
Chainsaw 14" Echo-C-S 341	C07611003730
chainsaw 18"	279612776
chainsaw 18" - STI MS250-18	278327202
chainsaw 18" MS250-18	279612761
Chainsaw 20" Echo-C-S 520	5019852
Chainsaw 20" Echo-C-S 520	5033518
Completing Kit - Exmark LHPUV	109-1014
Completion Kit - Exmark 109-1169	
Dethatcher - 22" Flail 5.5hp Hon	81762524
Dethatcher - 22" Flail 5.5hp Hon	85075089
Dethatcher Bluebird	54262662

Item No. B.8

Make & Model	I.D. Number
Cart Cushman	99000804
Chain Saw - Homelite	ATL1942287
Chain Saw - Husqvarna	SM080300474
Chain saw - STHL (Big)	30030006821
Chain saw (small) - Echo	2037266
Chain Saw 1 Echo 32.6cc Chain Saw 14" bar	C07811002340
Chain Saw 1 Echo 32.6cc Chain Saw 14" bar	C07711009382
Chain Saw 14"	C07611009915
Chain Saw 16" - Echo	C07611007001
Chain Saw Echo	341
Chain Saw Echo	2027080
Chain Saw Echo	2054689
Edger - Power trim	B84597
Edger - Power trim	5685110011570
Edger 3.5 hp	C07181
Edger 3.5 hp - POW200-4	C07223
Edger 3.5 hp - POW200-4	C07182
Edger 3.5 hp - POW200-4	C07414
Edger 3.5hp	C06522
Edger 3.5HP - POW 200-4	C06093
Edger 3.5HP - POW 200-4	C05761 / 0802213YA85
Edger 3.5HP - POW 200-4	C05802 / 080213YA851
Edger C05761	0802213YA25180
Edger C05802	080213YA85196
Edger Echo	568511001524
Edger Echo pe200	68211001143
Edger Pole - Echo	568511001483
Edger Power Trim	B83926
Edger Power Trim	B57935
Edger Power Trim	B78716
Edger Power Trim	B78717
Edger Power Trim	B87852
Edger Power Trim	BA7906
Edger Power Trim	B87644
Edger Power Trim 208	66777
Edger Power Trim 308	72710
Edger Power Trim 308	9001229
Edger Power Trim - PE265C	S68511001508
Edger Power Trim 308	6caat1119102
Edger Power Trim Model 208-H	B79589
Edger Stick	6002219
Edger Stick	1001340
Edger Stick - Echo	E29111002326
Edger Stick - Echo	60001916
Edger Stick - Echo	9092498
Edger Stick STIHL-FC-100	267090447

Make & Model	I.D. Number
Dethatcher PTO Vrismo (purchased from Eberhard)	
Dethatcher walk behind - BlueBird	54262662
Dethatcher walk behind - BlueBird	72330206
Drive kit 60" - Exmark 109-1167	
Drive kit 60" - Exmark 109-1167	109-1167
Edge Trimmer - Model 300-1C	B795989
Edge Trimmer - Model 308-H	B66969
Edge trimmer long	S69311004793
Edger	B87906
Edger - Echo	ACN006662862
Edger Stick STIHL-FC-100	367090578
Edger Stick STIHL-FC-100	269791095
Edger Stick Echo-PE-261	6002515
Edger trimmer	590924
Edger Trimmer - Model 308-H	B43973
Gator turf - John Deere	19356
Gator turf - John Deere	19342
Gator turf - John Deere	19344
Grinder Belly	
Grinder Dewal 41/2"	
Hedge Shear Echo	564811010220
Hedge Shear Echo	6009981
Hedge Shear Echo	6006770
Hedge Shear Echo	6009894
Hedge Shear Echo	6010099
Hedge Shear Echo	6006798
Hedge Shear Echo	6008816
Hedge Shear Echo	6008575
Hedge Shear Echo	6006058
Hedge Shear Echo Extention	5.69311E+11
Hedge Shear Echo Extention	69311003529
Hedge Shear Echo Extention	6014049
Hedge Shear Echo Extention	6004692
Hedge Shear Echo Extention	569311001274
Hedge Shear Echo Extention	6008217
Hedge Shear TMC	553495
Hedge Shear TMC	552890
Hedge Shear TMC	533404
Hedge Shears - ECHO	6114260
Hedge Shears - ECHO HC233	6004549
Hedge Shears - ECHO HC261	6005127
Hedge Shears - Echo Model HC-233	6004794
Hedge trimmer	588854
Hedge trimmer	588901
Hedge trimmer - HCA265	S69311005498
Hedge trimmer - HCA265	S64811010603

Item No. B.8

Make & Model	I.D. Number
Hedge trimmer	588853
Hedge trimmer	588867
Hedge trimmer	588897
Hedge Trimmer	1005485
Hedge Shear Echo	S69311005741
Hedge trimmer	1005490
Hedge trimmer	1005488
Hedge Trimmer	11003249
Hedge Trimmer	1005229
Hedge Trimmer	1005236
Hedge Trimmer	1004793
Hedge Trimmer	S64811011231
Hedge Trimmer	11001362
Hedge trimmer	588853
Hedge trimmer	5009808
Hedge Trimmer - 22.6cc	590924
Hedge Trimmer - Carb 2	6010192
Hedge Trimmer - Echo	6004017
Hedge Trimmer - Echo	5001832
Hedge Trimmer - Echo	6008061
Hedge Trimmer - Echo	18080090
Hedge Trimmer - Echo	002923
Hedge Trimmer - Echo	6006213
Hedge Trimmer - Echo	5001087
Hedge Trimmer - Echo	S64811010440
Hedge Trimmer - Echo	S6481110509
Hedge Trimmer - Echo (black)	6002168
Hedge Trimmer - Echo (orange)	6001352
Hedge Trimmer - Echo (white)	6008220
Hedge Trimmer - Echo (yellow)	6006220
Hedge Trimmer - Echo stick	6006785
Hedge Trimmer - Extension	5009936
Hedge Trimmer - Extension	569311005497
Hedge trimmer - HC235	S64811010752
Hedge trimmer - HC235	S64811010803
Hedge trimmer1 Echo 25.4CC Articulated Sh	699311006612
Hedge trimmer1 Echo 25.4CC Articulated Sh	569311005757
Hedge trimmer1 Echo 25.4CC Articulated Sh	3693110024
Hedge trimmer1 Echo 25.4CC Articulated Sh	569311005041
Hedge trimmer1 Echo 25.4CC Articulated Sh	569211003769
Interseeder walk behind Ryan	92517128
Kaw W/Tarhead	286340
Kaw W/Tarhead	286341
Kawasaki fe120 Pump 4.0	
Keyboard Terminal - Motorola	added 11/16/09
Laser - Shindaiwa	697975

Make & Model	I.D. Number
Hedge trimmer - HCA265	S64811010791
Hedge trimmer - HCA265	S69311005493
Hedge Trimmer - Large	274102356
Hedge Trimmer - Large	274102361
Hedge Trimmer - Long Stihl	272879981
Hedge Trimmer - Long Stihl	274102350
Hedge Trimmer - Redmax	41206912
Hedge Trimmer - Redmax	41207528
Hedge Trimmer - Shindawa	5280
Hedge Trimmer - Shindawa (blue)	27423
Hedge Trimmer (black & white)	06008-7
Hedge Trimmer (Ext, Pole) Model PPT261	6006162
Hedge Trimmer (green/black)	6008960
Hedge Trimmer 22.6cc - PHT355OZ	595293
Hedge Trimmer 22.6cc - PHT355OZ	595314
Hedge Trimmer 30" FWRAP	584340
Hedge Trimmer 30" FWRAP	584337
Hedge Trimmer Echo	6008602
Hedge Trimmer Echo	6003820
Hedge Trimmer Echo	6006771
Hedge trimmer Echo Model HC 233	06004875
Hedge trimmer Echo Model HCA 261	6008321
Hedge Trimmer Extension - Echo	569111001057
Hedge Trimmer Extension - Echo	E29111002258
Hedge Trimmer Extension - Echo	S85411001015
Hedge Trimmer Extension - Echo	E29111002284
Hedge Trimmer Extension - Echo	S691110011019
Hedge Trimmer Extension - Echo	E291110022075
Hedge trimmer Redmax Model HT2-2400	6298811
Hedge trimmer Redmax Model HT2-2400	41207698
Hedge Trimmer Stick - Kawasaki	39970
Hedge Trimmer1 Echo 25.4CC Articulated Sh	80301400
Lazer-Z 29HP 72" - Exmark LXS29LKA725	728159
Lazer-Z 72" 29 hp	613921
Lazer-Z 72" 29 hp	728129
Lazor 52"	222842
Levy Broadcaster new	4800669
Lily spreader tow behind	
Metro 36" W/Pist Grip	708499
Mower 2010 Real Masters 5510	310000101
Mower - 21" 6HP Kawasaki Sp-Exmark MSK	799797
Mower - 21" 6HP Kawasaki Sp-Exmark MSK	799798
Mower - 21" 6HP Kawasaki Sp-Exmark MSK	799799
Mower - 21" 6HP Kawasaki Sp-Exmark MSK	799800
Mower - Bobcat 218 Estate 18HP Briggs 52"	94221101369
Mower - Bobcat 218 Estate18HP Briggs 52"	94221101093

Item No. B.8

Make & Model	I.D. Number
Laser 48" - Exmark	473852
Laser 52" - Exmark	no serial #
Laser 52" - Exmark	480140
Laser 52" - Scag	FH680VB98531
Laser 56" - Exmark	657938
Laser 56" - Exmark	676013
Laser 72" - Exmark	613906
Laser 72" - Exmark	N358061
Laser 72" - Exmark	69797
Lazer 72" Exmark Ultravac	UV6672
Laser XS 72" - Exmark	677887
Laser XS 72" - Exmark	697977
Lazer 23hp 56" LHP Kaw	699690
Lazer 29HP KAW 60" - Exmark LXS29LKA6	745070
Lazer 36" Exmark - Model# M15KA362	651011
Lazer 50" 23HP Kaw - Exmark LHP23KA505	726393
Lazer 56" Exmark - Model# LHP23KA565	617327
Lazer 60" - Exmark 30HP w/dump system	641456/624012
Lazer 60" 29HP Kaw - Exmark LXS29LKA60	745059
Lazer 72'	562628
Lazer 72'	654124
Lazer 72'	634022
Lazer 942230 ZT226 26hp kohler EFI 61" de	94223000222
Lazer Exmark 52" - 27hp	872875
Lazer Exmark 72" - 34hp	LZZ34KA726
Lazer Exmark 72" - 29hp	852748
Lazer Exmark 52" - 27hp	LZZ27KC526
Lazer Exmark 52" Rider	290108
Mower 21" - Exmark	FJ180VF04437
Mower 21" - Ex-mark	267622291
Mower 21" - Honda	1052109
Mower 21" - Honda	M2AN620580
Mower 21" - John Deere	6xjs25c170834
Mower 21" - Metro	559923
Mower 21" - Toro	#260003887
Mower 21" Exmark 6PH kaw	745677
Mower 21" Honda	MZAN - 6203925
Mower 21" Kawasaki	6206583
Mower 21" Metro SP-Exmark	662972
Mower 21" Push - Exmark	662969
Mower 21" Push - Exmark-N6KA21B	647095
Mower 21" Push - Exmark-NFKA21	662969
Mower 26" - Metro	738046
Mower 36" - Exmark	485956
Mower 36" - Exmark	646087
Mower 36" Exmark	376648

Make & Model	I.D. Number
Mower - Bobcat 218 Estate18HP Briggs 52"	94221101370
Mower - Exmark "Lazer HP 60"	292002
Mower - Exmark "Lazer HP 60"	604495
Mower - Exmark "metro 21"	445996
Mower - Exmark "Navigator	35204014
Mower - Exmark 21" with new engine	446008
Mower Honda 21" HRC 216	1093834
Mower - Exmark 36"	392595
Mower - Exmark 36" Model M15KA362	655254
Mower - Honda	S69039
Mower - Honda "Flail, reel	GC02-7030978
Mower - Honda 21 Commercial	MZAN-6165860
Mower - Honda 21 Commercial	MZAN-6206585
Mower - John Deere 3235C	TC3235C020879
Mower - Maka-Honda 21'	102157
Mower - Maka-Honda 21'	1014168
Mower - tru cut P-20 reel	828805
Mower (Walk behind) Ex-Mark Model M3615	485930
Mower (Walk behind) Ex-Mark Model M3615	485955
Mower (Walk behind) Ex-Mark Model TT3615	497003
Mower - tru cut P-20 reel	828805
Mower (Walk behind) Ex-Mark Model M3615	485930
Mower (Walk behind) Ex-Mark Model M3615	485955
Mower (Walk behind) Ex-Mark Model TT3615	497003
Mower 12" Comm.S/P Hyd	MAKA1053206
Mower 21'	647115
Mower BobCat 60" mulching	94223000215
Mower Bobcat Rider 52"	94001101366
Mower Bobcat Rider 60"	94222400144
Mower Bobcat Rider 60"	94000400146
Mower Ex-Mark - Rider Model LHP4820KC	567432
Mower Ex-Mark - Rider Model LHP5223KAV	286440
Mower Exmark 36" Walk behind	411449
Mower Exmark 36" Walk behind	658966
Mower Exmark 36" Walk behind	245407
Mower Exmark 36" Walk behind	262382
Mower Exmark 52" Lazer Rider	676012
Mower Exmark 52" Lazer Rider	632938
Mower Honda 21" HRC 216	1029172
Mower Honda 21" HRC 216	1026378
Mower Honda 21" HRC 216	6139675
Mower Honda 21" HRC 216	6193150
Mower Honda 21" HRC 216	6193869
Mower Honda 21" HRC 216	6165055
Mower Honda 21" HRC 216	6175763
Mower Honda 21" HRC 216	1053974

Item No. B.8

Make & Model	I.D. Number
Mower 36" Turf tracer hydr-Model THP17KA3	3003889
Mower 36" Walk behinds - Exmark	561791
Mower 36" Walk behinds - Exmark	370429
Mower 36" Walk behinds - Exmark	229293
Mower 36" Walk behinds - Exmark	266229
Mower 36" Walk behinds - Exmark	297908
Mower 48" Rider - Exmark Model LHP4823	269543
Mower 50" ride on - Exmark	FH680vb71282
Mower 56' ride on - Exmark	617329
Mower 60' ride on - Exmark	570013
Mower 60" Vericut PTO	VT08179-60
Mower 72" - Exmark Lazer mower"	53-191067
Mower 72" - Exmark Lazer mower"	N45794B
Mower Back behind 36" Metro 17HP KAW-M	824994
Mower Bobcat	94221101095
Mower Bobcat 218 52" Rider	94221101368
Mower Kawasaki 21" 6.5hp	443300
Mower Kawasaki 21" 6.5hp	443301
Mower Kawasaki 21" 6.5hp	670627
Mower Model MMDEL TT3615	266144
Mower Ride Along 48" LHP 483 KA	514648
Mower Ride Along 52" LHP 483 KA	516897
mower transferred from Santa Ana 21" - Hon	MAKA1020157
mower walk behind 21" snapper - 7800372	2012866971
Mower Walk behind 21"-Model HRC216KSX/	MZAU-6162377
Mower Walk Behind 36" Model MMDEL TT36	497062
mower walk behind reel	825330
Mower Walk behind-Model HRC216KSXA	MZAU-6190475
Mower Walk behind-Model HRC216KSXA	MZAU-6141423
Overseeder - Model #OS1848 A19985	461801
Pole pounder	
Power Wash DE-walt	67DX39G1I
Power Wash honda 13.0 machine	107675
Power Washer - Steam X	1280002750
Pressure Washer - Husky	6548190
Pressure Washer Dual 2007	1100049564
Pressure Washer MI-T-M Model SP2703-OMHB	10220432
Pump - Home lite	10540726
Rake Used John Deere 1200H Hydro 3wd w/plow	
RakeUsed Smithco Super Star Hydro	
Reciprecator Red Max Model 6Z25N	6006294
Remote controllers rain master $1,100.00/each	
Rotor Tiller	FRC800
Rotor tiller - Honda 5 HP	1009422
Rototiller	T15266
Rototiller Barreto - 13H8	GCAKI-1026721

Make & Model	I.D. Number
Mower Honda 21" HRC 216	1020425
Mower Honda 21" HRC 216	10083780
Mower Honda 21" HRC 216	1052132
Mower Honda 21" HRC 216	6198154
Mower Honda 21" HRC 216	1052469
mower -Jacobsen LF-4677-7 gang reel - Kub	Model-ser67916-000
mower -Jacobsen Tri King 1900D 84" triplex	D6623C0280
mower Jacobson 5-gang reel - LF3400	67868-1831
mower Jacobson 5-gang reel - LF3800	67867-2098
Mower Jacobson Tri-king - #00003801	67043
Mower John Deere 220 walk behind	M0220B2010302
Mower John Deere 2653A	TC2653D140077
Mower John Deere 3235C	TC3235C030423
Mower Kawasaki 21" 6.5hp	523206
Soil reliever	
Spray Can	476-2003
Spray Can	476-1704
Spray Can	476-2104
Sprayer - Hicks Model GX120	None
Sprayer - Lesco Commercial plus	1661201
Sprayer - Lesco Model 1520-17-18-RT	7045940C085Z2000
Sprayer - Solar Model 3-5	None
Sprayer Hicks farms supply (5330c-x)	00200-10004
Sprayer Lesco kawasaky	1607962
Sprayer Schaben	45690z
Sprayer Solo back pack	
Sprayer Toro Boom	90454
Sprayer/Spreader Lesco Z-Two Spreader	
Spreader & Sprayer Lesco "Ride on	1008900
Spreader Larger fert. (red)	
Spreader Manual Walk Behind - Lesco	
Spreader Manual Walk Behind - Priselawn CRB	
Spreader Manual Walk Behind - SPYKER 288-SUR	
Spreader Small fert. (red)	
sump pump	
Thatch attacher "old yellow deth	94100507
Tool to make hydraulic hoses	
Top dresser turf tiger	A20702
Toro vacuum	07073-0008
Tractor - John Deere 5210	LV52105123603
Tractor - John Deere A20816	LV52105123602
Tractor kubota - A0782	LB702
Tractor Kubota - L3131DT	50783
Trailer - John Deere	TC022BX010203
Trencher - Lesco	IVRX05IE351001456
Trim Diesel Triplx 3WD	TC25530110625

Make & Model	I.D. Number
SCAG "Tiger Cub"	7690232
Shred Vac - Echo	6003971
Sod cutter 18"/Blue Bird - Honda	83669572
Sod cutter ryan	54494506735
Trimmer Articulating	9122819
Trimmer Hedge - Echo HCA265	S69311005492
Trimmer Hedge - Echo HCA265C	S69311005233
Trimmer Hedge - Echo HCA265C	S69311004990
Trimmer 25.4cc String - SRM265SC	S65911003968
Trimmer 25.4cc String-SRM2655C	S65911003949
Trimmer 25.4cc String-SRM2655C	S65911003965
Trimmer 26cc CA APRV	1001718
Trimmer 26cc CA APRV	11001736
Trimmer 27cc hd S. TFC	446060
Trimmer Echo	6015267
Trimmer Echo	64811005685
Trimmer Echo	6047779
Trimmer Echo	6016424
Trimmer Echo	6013084
Trimmer Echo	565911004181
Trimmer Echo	2001481
Trimmer Echo	6022453
Trimmer Echo	6002118
Trimmer Echo	56631279
Trimmer Echo	6015047
Trimmer Echo	6015191
Trimmer Echo String - SRM280SC	S66611005150
Trimmer Hedge - Echo HC235	S64811010395
Trimmer Hedge - Echo HC235	S64811010408
Trimmer Hedge - Echo HC235	S64811010577
Trimmer Hedge - Echo HC235	S64811010650
Trimmer Hedge - Echo HCA265	S69311001258
Trimmer Hedge - Echo HCA265	S69311004779
Trimmer Hedge - Echo HCA265	S69311004935
Trimmer Hedge - Echo HCA265	S69311004942
Trimmer Hedge - Echo HCA265	S69311003610
Trimmer Hedge - Echo HCA265	S69311004779
Trimmer Hedge - Echo HCA265	S69311005058
Trimmer Hedge - Echo HCA265	S69311005254
Trimmer Hedge - Echo HCA265	S69311005115
Trimmer Hedge - Echo HCA265	S69311005122
Trimmer Hedge - Echo HCA265	S69311005232
Trimmer String 25.1cc - Echo SRM265SC	S65911003513
Trimmer String 25.1cc - Echo SRM265SC	S65911003518
Trimmer String 25.1cc - Echo SRM265SC (b	S65911003461
Trimmer String 25.4 cc - Echo SRM265SC	S65911003784

Make & Model	I.D. Number
Trimmer - Lesco	569311001162
Trimmer Shindawa	8031139
Trimmer Shindawa	7110711
Trimmer Shindawa	7110712
Trimmer Shindawa	9022989
Trimmer Shindawa	9022990
Trimmer Hedge - Echo HCA265	S69311005282
Trimmer Hedge - Echo HCA265	S69311005091
Trimmer Hedge - Echo HCA265	S69311005177
Trimmer Line - Model 62087 Shindaiwa	6103803
Trimmer Line - Echo Model SRM 216T	06066537
Trimmer Line - Model 62087 Shindaiwa	6103803
Trimmer Line - Model 62117 Shindaiwa	8024481
Trimmer Line - Model 62119 Shindaiwa	7110833
Trimmer Line - Model 62119 Shindaiwa	7110427
Trimmer Line - Model GZ25N10 Redmax	41225582
Trimmer Line - Model T261 Shindaiwa	6093807
Trimmer Line - Model T261 Shindaiwa	7110428
Trimmer Line 1 Echo 25.4cc	C0801003674
Trimmer Line 1 Echo 25.4cc Model SRM265	P02011001595
Trimmer Line 1 Echo 25.4cc Model SRM265	866011005118
Trimmer Pole - Echo	569111001127
Trimmer Pole - Echo	5008537
Trimmer Pole - Echo	56911001130
Trimmer Pole - Echo	564811005347
Trimmer Shindawa	6114245
Trimmer Shindawa	6052647
Trimmer Shindawa	6114257
Trimmer Shindawa	6052648
Trimmer Shindawa	7110475
Trimmer Shindawa	8031288
Trimmer Shindawa	8031287
Trimmer Shindawa	6045452
Trimmer Shindawa	5030469
Trimmer Shindawa	4011573
Trimmer Solid Shaft	1001411
Trimmer Solid Shaft	1001395
Trimmer Solid Shaft - Echo	no serial #
Trimmer String 25.1cc - Echo SRM265SC	S65911003451
Trimmer String 25.1cc - Echo SRM265SC	S65911003458
Weed eater - Echo	S66311001287
Weed eater - Echo	1001534
Weed eater - Echo	269413804
Weed eater - Echo	269413797
Weed eater - Echo	6009591
Weed Eater - Echo	S66611003118

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Make & Model	I.D. Number
Trimmer String 25.4 cc - Echo SRM265SC	S65911003158
Trimmer String 33.3 - KPW3420ZL	80528 / 320565
Trimmer String 33.3 - KPW3420ZL	80541 / 320564
Trimmer String Echo-SRM261S	6016637
Trimmer String Echo-SRM261S	6015214
Trimmer String Echo-SRM261S	6016786
Trimmer String Echo-SRM261S	6016156
Trimmer String Echo-SRM261S	6015183
Trimmer Tension - Echo	6006808
Trimmer Tension - Echo	6006392
Tru cut rear mower	825330
Turf Gator - Gas Ult Cart	W00TURF018472
Turf Gator - Gas Ult Cart	1916
Ultravac 60" - Exmark UV60	737517
Ultravac 60" - Exmark UV60	774221
Ultravac 66"/72"	UV6672
Ultravac 66"/72" - Exmark UV6672	659068
Vacuum - Model BG845P	091698061
Vacuum Billy Goat	1290841
Vacuum Billy Goat	62606261
Verticutter - Graden Swing Wing	42942009
Verticore - John Deere 1500	
Verticore #1700 (sold to Eberhard for STM 1	a1395
Verticore Jacobsen Walk behind	825592361
Vucuum Honda	80805436
Water Pump - Honda	1102531
Water Pump - Honda	1100403
Water Tank Small	
Weed eater	S27080025
Weed eater - Echo	S65911003515
Weed eater - Echo	6016775
Weed eater - Echo	S66311001718
Weed Wacker - Echo	566911005573
Weed Wacker - Echo	566711005600
Weed Wacker - Echo	no serial #
Weed Wacker - Echo	566311001657
Weedeater - Echo	6008312
Weedeater - Echo (blue & gray)	No number
Weedeater - Echo (blue)	6009454
Weedeater - Echo (Blue)	6028575
Weedeater - Echo (Orange)	6008348
Weedeater - Shindowa (Red)	5058848
Weedeater - Shindowa (Red)	5058850

Make & Model	I.D. Number
Weed Eater - Echo	S66711005455
Weed Eater - Echo	S66711005782
Weed Eater - Echo	S66711005478
Weed Eater - Echo	E29111001978
Weed Eater - Echo	S66711005762
Weed Eater - Echo	E29111002085
Weed Eater - Echo	S66311001668
Weed Eater - Echo	O6014135
Weed Eater - Echo	6016614
Weed Eater - Echo	E29111002271
Weed Eater - Echo	E29111002091
Weed eater - Echo	6015382
Weed eater - Echo (black)	6011323
Weed eater - Echo (green)	6014356
Weed eater - Echo (green)	6014956
Weed eater - Echo (yellow)	6009427
Weed Eater - Echo SRM 2615	6009976
Weed Eater - Echo SRM 2615	6009440
Weed Eater - Echo SRM 2615	6006275
Weed Eater - Echo SRM 2615	6009446
Weed Eater - Shindaiwa	T268
Weed eater - Shindowa	5058847
Weed eater (black & white)	6028448
Weed eater 33.3cc Kaw w/taphead	286580
Weed eater 33.3cc Kaw w/taphead	286581
Weed eater 33.3cc Kaw w/taphead	286578
Weed eater 33.3cc Kaw w/taphead	286579
Weed Wacker - Echo	5667111001405
Weight Kit - Exmark 103-5633	
Weight Kit - Exmark 103-5633	
Weight Kit - Exmark 103-5633	103-5633
Weight Kit Front - Exmark	103-5629
Wheel 3.5 B&S 8"	2039
Wheel 3.5 B&S 8"	2035
Wheel Barrel - Jackson (blue)	
Wheel Barrow - True Temper	
Wire locator - 521P	
Wire Locator 521	

Revised 8-23-2010

9. SCHEDULE II

A. BID SCHEDULE

PROPOSER: Merchants Landscape Services, Inc.
(Company Name)

SITE	SERVICE LEVEL	ESTIMATED AREA	COST PER SQ. FT.	COST PER MONTH	COST PER TWELVE MONTHS
E-8 LANDSCAPE PARKWAYS & MEDIANS (currently full service)	Full	Planter: 68,104 sq. ft.	$ .018	$ 1,225.87	$ 14,710.44
	Reduced	Planter: 68,104 sq. ft.	$ .016	$ 1,089.66	$ 13,075.92
E-14 LANDSCAPE PARKWAYS & MEDIANS (currently full service)	Full	Planter: 169,198 sq. ft.	$ .018	$ 3,045.56	$ 36,546.72
	Reduced	Planter: 169,198 sq. ft.	$ .016	$ 2,707.17	$ 32,486.04
E-15 LANDSCAPE PARKWAYS & MEDIANS (currently full service)	Full	Planter: 60,919 sq. ft.	$ .018	$ 1,096.54	$ 13,158.48
	Reduced	Planter: 60,919 sq. ft.	$ .016	$ 974.70	$ 11,696.40

The Total Amount of the Service Proposal shall be based on current service levels (**Full service for E-8 Parkways & Medians, Full service for E-14 Parkways & Medians and for E-15 Parkways & Medians**):

Figures: 64,415. and 64 /100's Dollars

Words: Sixty four thousand four hundred fifteen and sixty four cents /100's Dollars

All work shall be performed in accordance with the Technical Provisions for Full Service or Reduced Service. Determination of the level of service shall be made per written direction by the City. Service levels may be converted from Full to Reduced or from Reduced to Full with 30 days advance written notice by the City.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway, irrigation, and landscaping as set forth in Exhibit A: Scope of Work of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 0 **has/have been received and is/are made a part of this proposal.**

President 2-23-11
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

B. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibit A and Exhibit C

UNIT PRICES (Includes all labor and materials)

1. 1 gal. shrub/vine/ground cover in place	@	$	9.00	ea
2. 5 gal. shrub/vine/ground cover in place	@	$	20.00	ea
3. 5 gal. tree in place (stakes included)	@	$	35.00	ea
4. 15 gal. tree in place (stakes included)	@	$	95.00	ea
5. 24" box tree in place (stakes included)	@	$	250.00	ea
6. 36" box tree in place (guy wires included)	@	$	795.00	ea
7. Flat of ground cover in place	@	$	20.00	ea
8. Planter bed mulch in place	@	$	30.00	/cu. yd
9. Additional labor	@	$	20.00	/man hour
10. Additional Irrigation Technician	@	$	35.00	/man hour

PROPOSER: Merchants Landscape Services, Inc.
(Company Name)

R.F.P. NO. E-81415/11

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

ROUTINE IRRIGATION REPAIR PRICES

1. Irrigation repair parts for routine repairs @ cost plus 15 %

2. Unit prices for Additional Work (additional **FULL SERVICE** landscape areas) per Exhibit C, Section 2.

   A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ .0085 /sq. ft./mo.

   B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ .0177 /sq. ft./mo.

3. Unit prices for Additional Work (additional **REDUCED SERVICE** landscape areas) per Exhibit C, Section 2.

   A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ .008 /sq. ft./mo.

   B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ .017 /sq. ft./mo.

4. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: Merchants Landscape Services, Inc.
(Company Name)

Item No. B.8

R.F.P. NO. E-81415/11

10. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, Section 9 (Schedule II) A. "Bid Schedule"):

Sixty four thousand four hundred fifteen and sixty four cents
(Dollar Amount in Words)

$ 64,415.64
(Dollar Amount in Figures)

Date: February 23, 2011

Proposer: Merchants Landscape Services, Inc.
(Company Name)

By: (Signature)

Title: President

State License Number and Classification: 765658 C27

If a corporation, complete the following:
INCORPORATED UNDER LAWS OF THE STATE OF California

PRESIDENT Mark Brower

(Corporate Seal)

SECRETARY Audrey Haas

11. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is cash, a cashier's check, or a certified check, or a Proposal Surety Bond for_____, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated February 23, 2011

Signature of Proposer

By Mark Brower

Address of Proposer 8847 W. 9th Street

Rancho Cucamonga, CA. 91730

Telephone Number of Proposer (800) 645-4881

Names and Addresses of Members of the Company:

Mark Brower, President 1510 S. Lyon St., Santa Ana 92705

Theodore Haas, Chairman 1190 Monterey Pass Rd., Monterey Park 91754

(If a Corporation)

Signature of Proposer

By Mark Brower

Title President

Business Address 1510 S. Lyon St.

Santa Ana, CA. 92705

R.F.P. NO. E-81415/11

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of	California
State License Number and Classification	765658 C27
PRESIDENT	Mark Brower
SECRETARY	Audrey Haas
TREASURER	Theodore Haas

(Corporate Seal)

R.F.P. NO. E-81415/11

13. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF Orange)§

(NAME) Mark Brower, affiant being first duly sworn, deposes and says:

That he or she is President of
(sole owner, partner or other proper title)

Merchants Landscape Services, Inc. the party making the
(Contractor)
foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: Merchants Landscape Services, Inc.

Bidder's Address: 8847 W. 9th Street, Rancho Cucamonga, CA. 91730

Telephone No.: (800) 645-4881

(Signature of Bidder) President (Title)

ALL SIGNATURES MUST BE NOTARIZED

CALIFORNIA ALL-PURPOSE CERTIFICATE OF AKNOWLEDGMENT

State of: California

County of: ORANGE

On FEBRUARY 23, 2011, before me, TERESA MARCELINO, NOTARY PUBLIC
(name and title of the officer)

personally appeared MARK BROWER

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

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

WITNESS my hand and official seal

Teresa Marcelino
Signature of Notary Public

TERESA MARCELINO
Commission # 1877991
Notary Public - California
Orange County
My Comm. Expires Jan 24, 2014

(Notary Seal)

OPTIONAL INFORMATION

Information below is NOT required by law however may deter fraudulent removal of this form.

Description of Attached Document	Right Thumbprint of Signer	Capacity Claimed by Signer(s)	Right Thumbprint of Signer
Number of Pages _____ Document Date: _____ _____ Title or type of document _____ Additional information		☐ Individual(s) ☐ Corporate Officer _____ ☐ Partner ☐ Attorney-in-Fact ☐ Trustee(s) ☐ Other _____	

Item No. B.8

MV00205911

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-8 • Promontory Park

Landscaped Parkway

Landscaped Open Space

Zone E-8 Parcels

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MV00205913

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-12 • Stoneridge Ranch

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Landscaped Parkway

Landscaped Median

Z -885-12

Item No. B.8

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MV00205915

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-14 • Mahogany Fields

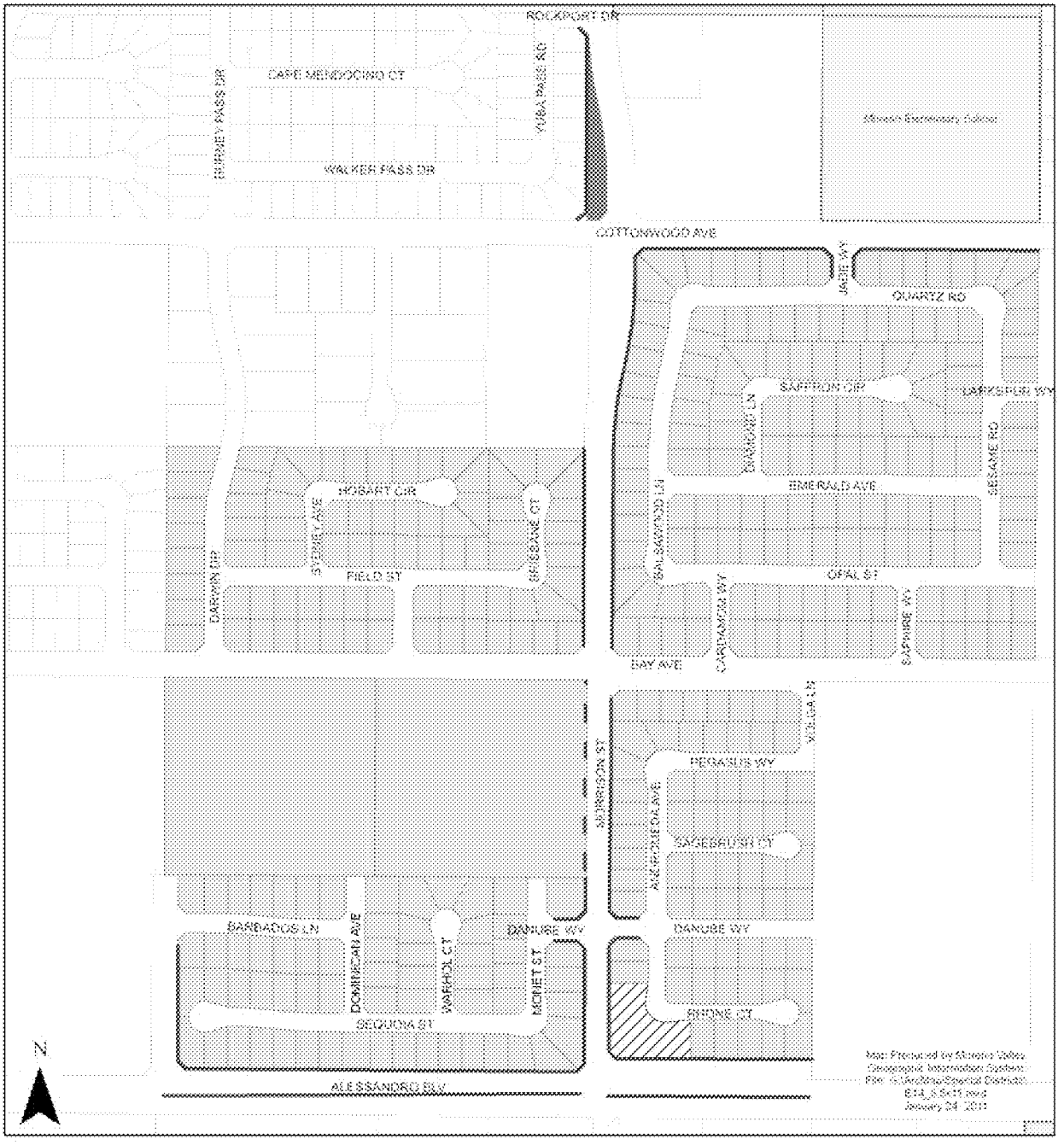

Landscaped Parkway
Future Landscaping
Landscaped Median
Zone E-14 Parcels
Not Part Of E-14 Landscaping
Turf Area

MORENO VALLEY

Item No. B.8

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MV00205917

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-15 • Celebration

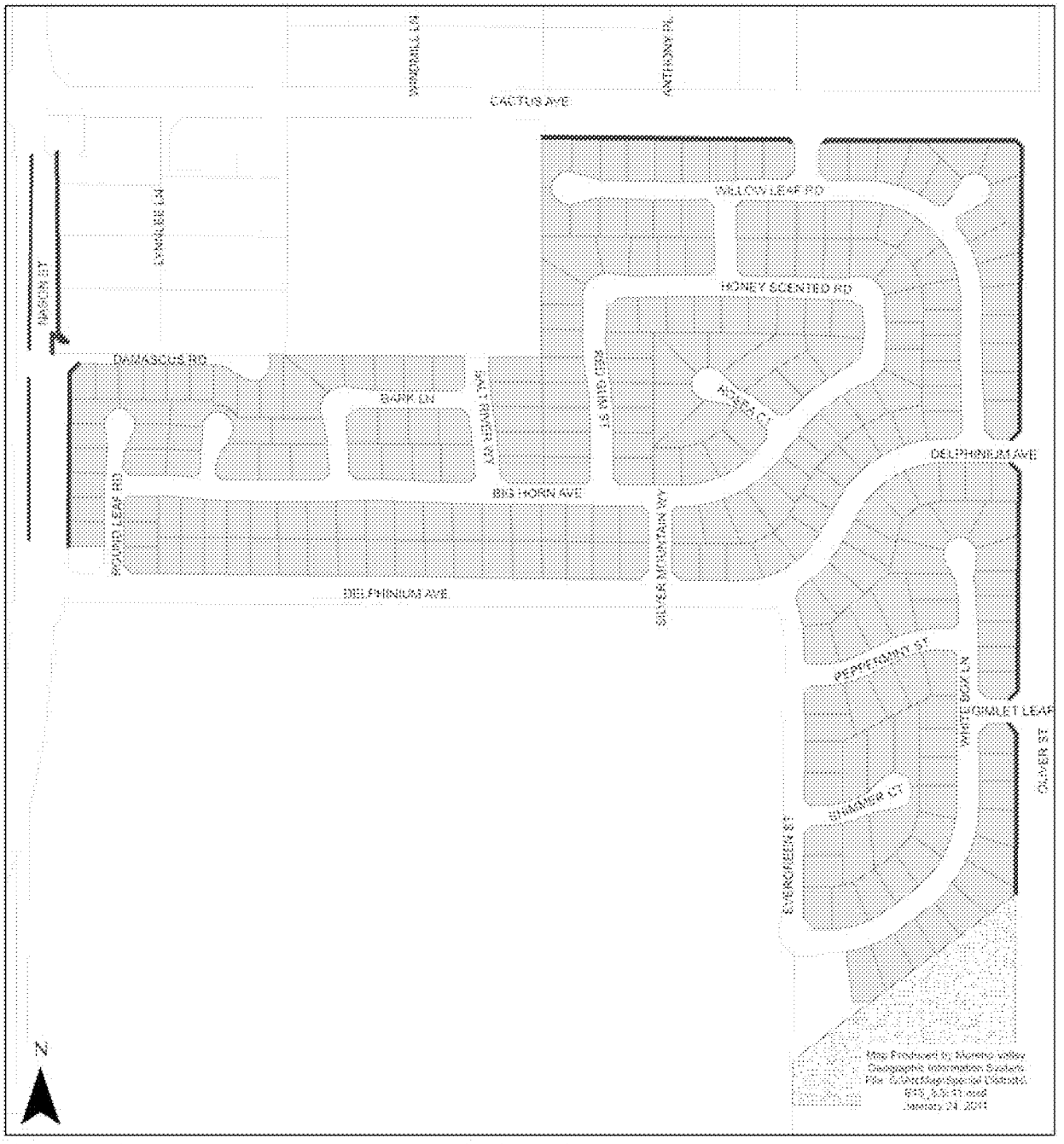

Landscaped Parkway

Landscaped Median

Landscaped Open Space

Zone E-15 Parcels

MORENO VALLEY

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MV00205919

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: FIRST EXTENSION OF THE AGREEMENT – PROJECT NO. M/12-13 MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY LANDSCAPING AND IRRIGATION

RECOMMENDED ACTION

Recommendations:

1. Approve the First Extension of the Amended Agreement ("First Extension Agreement") for Maintenance of the Median-Monument-Parkway Landscaping and Irrigation for Project No. M/12-13, with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for maintenance of the landscaped medians associated with Zone M (Medians) and medians and designated parkway areas of Zone S (Sunnymead Boulevard).

2. Authorize the City Manager to execute the First Extension Agreement for M/12-13 with TruGreen Landcare.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013, to TruGreen Landcare in the not-to-exceed (NTE) amounts of $79,568.64 ($68,592.72 for Zone M and $10,975.92 for Zone S) for base services and $11,800.00 ($10,200.00 for Zone M and $1,600.00 for Zone S) for additional work.

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include:

Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services.

Zone E (extensive landscape maintenance), provides landscape maintenance services at full (standard) or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), E-15 (Celebration), and E-16 (Shadow Mountain).

Zone M (Commercial, Industrial, and/or Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide, and

Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors that perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement (Agreement). In accordance with the terms of the Agreement, annual extensions of the Agreement (Extension Agreement) may be entered into up to no more than 4 extensions of the original Agreement, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the CSD (District) and Contractor, at the base rate as provided in the Agreement, plus an additional amount for extra or unanticipated work (additional work amount) that may be performed during the term of the Agreement plus any applicable Extension Agreement.

The Agreement or Extension Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. “Base services” include: mowing, edging and trimming of turf grass areas, pruning and trimming of shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes

and groundcovers, and pesticide applications. Base services are performed on a scheduled rotation basis. "Additional work services" include, but are not necessarily limited to, additional labor and material costs for irrigation repairs, plant material replacement, fertilizer applications and the addition of added square footage of landscaped areas to be added to a Zone's service area at the unit prices for additional work as specified in the Amended Agreement.

DISCUSSION

On March 28, 2012, the Special Districts Division of the Financial and Management Services Department (formerly the Public Works Department) received valid proposals from five (5) landscape maintenance firms in response to a Request for Proposal (RFP) to provide maintenance of the landscaped medians-monuments-parkways, and the irrigation system associated with Zone M. On June 12, 2012, upon staff's evaluation of the proposals and recommendation, the City Council, acting in its capacity as the Board of Directors of the Moreno Valley CSD (CSD Board), authorized the award of the contract for landscape maintenance of Zone M, to TruGreen Landcare, Riverside, California (the "Contractor"). With this same action, the CSD Board also authorized the inclusion of Zone S (Sunnymead Boulevard), for maintenance service, which was documented through a First Amendment. The Agreement was further amended to add service Area for Zone M (Sketcher's median) for two months, and to clarify the previously authorized additional work amounts for Zones M and S. The Amended Agreement was for a NTE amount of $77,758.04 for landscape maintenance ($60,982.12 for Zone M base services, $10,975.92 for Zone S base services, $4,600.00 for Zone M additional work, and $1,200.00 for Zone S additional work).

The Contractor has consistently provided satisfactory service in accordance with the terms of the Amended Agreement and has agreed to extend the Amended Agreement based upon the same terms in accordance with the standard service level as outlined in the Amended Agreement for Zone M and S.

Approval of the Extension Agreement for Fiscal Year 2013/14

Approval of the First Extension Agreement is being recommended for authorization in the NTE amount of $91,368.64 ($68,592.72 for Zone M and $10,975.92 for Zone S base maintenance services, and $10,200.00 for Zone M and $1,600.00 for Zone S additional work). This is the first of four possible extensions allowed per the terms of the Amended Agreement.

Authority for City Manager Approval of Extension Agreements for the Balance of Available Extensions to the Agreement.

Pursuant to City Council Resolution No. 2008-115, the City Council shall provide approval of procurements greater than $100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Amended Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the M/12-13 Amended Agreement,

as may be allowed per the terms of the Amended Agreement. Potential extensions are those extensions which may be allowed, contingent upon satisfactory service by the Contractor and concurrence by the City and Contractor to enter into an extension of the Agreement, or the Agreement as Amended.

M/12-13						
	FY 2012/13 Original Amended Agreement[1]	FY 2013/14 Proposed First Extension[2]	FY 2014/15 Potential Second Extension[3]	FY 2015/16 Potential Third Extension[3]	FY 2016/17 Potential Fourth Extension[3]	Cumulative Total
Base	$ 71,958.04	$ 79,568.64	$ 79,568.64	$ 79,568.64	$ 79,568.64	$ 390,232.60
Additional Work	$ 5,800.00	$ 11,800.00	$ 11,800.00	$ 11,800.00	$ 11,800.00	$ 53,000.00
Total	$ 77,758.04	$ 91,368.64	$ 91,368.64	$ 91,368.64	$ 91,368.64	$ 443,232.60

[1] The Original Agreement includes the base amount for Zone M ($59,460.00), plus the inclusion of $1,522.12 in Zone M for two months of the 2012/13 fiscal year (FY) for the added maintenance of the Sketcher's median. This brings Zone M's base amount to a total of $71,958.04 ($60,982.12 for FY 2012/13 for Zone M and $10,975.92 for Zone S).

[2] The base amount includes a full twelve months of the Sketchers median at ($761.06 per month, or an additional $7,610.60 over the 2012/13 Base). The additional work amount reflects a proposed increase for additional irrigation services and replants as may be required during FY 2013/14. Previously City staff responded to a majority of the irrigation repair and inspections; however, with the decrease in staff, the Contractor is providing these services in accordance with the additional work amounts as allowed per the terms of the Agreement. Zone M ($59,460.00, the amount of the Original Agreement, plus the additional 41,250 sq. ft. for the Sketcher's median at a cost of $9,132.72 per year ($761.06 per month) for a cumulative Zone M base amount of $68,982.12) and Zone S base amount of $10,975.92 per year, for a total base amount of $79,568.64.

[3] Extensions beyond 2013/14 are anticipated, based upon presently known information and may change in the future for reasons including, but not limited to adding additional service area, removing existing service area, and emergency work.

Staff is requesting the City Council authorize the City Manager to approve extensions and any necessary amendments up to, as well as associated purchase orders (P.O.) for all remaining extensions available, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council (CSD Board) and demonstration by the Contractor of having provided satisfactory performance of the services, per the terms of the Amended Agreement in the prior year(s), and both the City and the Contractor mutually agreeing to extend the Amended Agreement.

ALTERNATIVES

1. Approve the First Extension Agreement for M/12-13 with TruGreen Landcare in the form attached hereto to provide for the continuation of landscape maintenance services; authorize the City Manager to execute said First Extension Agreement for M/12-13 with TruGreen Landcare; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $91,368.64 ($68,592.72 for Zone M base services, $10,975.92 for Zone S base services, $10,200.00 for Zone M additional work services, and $1,600.00 for Zone S additional work services); and authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement and authorize the associated P.O.s as may be required in accordance

with the terms of the Amended Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will ensure uninterrupted landscape maintenance and irrigation services provided to the medians, monuments and parkways associated with the Zone M and Zone S.*

2. Do not approve the First Extension Agreement for M/12-13 with TruGreen Landcare, in the form attached hereto to provide for the continuation of landscape maintenance services; nor authorize the City Manager to execute said First Extension Agreement for M/12-13 with TruGreen Landcare; nor authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $91,368.64 ($68,592.72 for Zone M base services, $10,975.92 for Zone S base services, $10,200.00 for Zone M additional work services, and $1,600.00 for Zone S additional work services); and do not authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement nor authorize subsequent P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative, there will be an interruption in landscape maintenance and irrigation services provided to the medians, monuments and parkways associated with the Zone M and Zone S.*

FISCAL IMPACT

Administration and maintenance of Zone M is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills. Revenue from the parcel charges collected for Zone M and Zone S may only be used for landscape maintenance services associated with the landscaped medians, monuments and parkways associated with Zone M and designated maintenance of parkway and median areas associated with Zone S. **The costs for the maintenance services have been budgeted, respectively, for these Zones for the coming fiscal year**. **This action will not impact the City's General Fund.**

The following table represents the base and additional work costs for FY 2013/14 associated with the M/12-13 First Extension Agreement for Zone M and Zone S.

Service Area (Zone)	Contractor	GL Account	2013/14 Base Agreement Amount	2013/14 Additional Work Agreement Amount	2013/14 Total Agreement Amount
M	TruGreen Landcare	5112-30-79-25719-62091	$68,592.72	$ 10,200.00	$78,792.72
S	TruGreen Landcare	5114-30-79-25720-62091	$ 10,975.92	$ 1,600.00	$ 12,575.92
		Total	$79,568.64	$ 11,800.00	$91,368.64

CITY COUNCIL GOALS

Community Image and Positive Environment:

City Council in their capacity as the CSD Board will allow for the continued promotion of community image, as well as neighborhood pride and cleanliness, through continued maintenance of parkways and medians of CSD maintained landscaped areas by approval of this item.

NOTIFICATION

N/A

ATTACHMENTS

1. Attachment 1 – First Extension Agreement for M/12-13 for FY 2013/14
2. Attachment 2 – Second Amendment to the Agreement for M/12-13
3. Attachment 3 – First Amendment to the Agreement for M/12-13
4. Attachment 4 – Agreement for M/12-13 for FY 2012/13
5. Attachment 5 – Site Map – Zone M (Medians) and Zone S (Sunnymead Boulevard)

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

FIRST EXTENSION AGREEMENT
PROJECT NO. M/12-13

MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **TruGreen Landcare** (hereafter, "Contractor"); and,

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated August 13, 2012, referencing Project No. M/12-13 for the maintenance of the District's Median-Monument-Parkway landscaping and irrigation systems located within Zone M; and,

WHEREAS, a First Amendment to the Agreement was entered into on October 3, 2012, to include Zone S (Sunnymead Boulevard); and,

WHEREAS, a Second Amendment to the Agreement (Agreement, First Amendment and Second Amendment, collectively referred to as the "Amended Agreement") was approved by the CSD Board in May of 2013, to include additional median area to Zone M; and,

WHEREAS, landscape maintenance services as provided during the initial term of the Amended Agreement were sufficiently performed; and,

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Amended Agreement; and,

WHEREAS, the Amended Agreement as extended, hereinafter "First Extension Agreement" shall be extended for a period of twelve (12) months under the following terms:

1. The First Extension Agreement period shall commence on **July 1, 2013** and shall terminate on **June 30, 2014.**

2. In accordance with Exhibit D., 1., B., of the Agreement, this First Extension Agreement shall be considered the first of four possible Extensions of the Amended Agreement, and include those areas as provided in the Amended Agreement.

3. For the period of this First Extension Agreement and except where additional compensation is specifically provided for in the Amended Agreement, the District will pay the Contractor for work (labor, materials, supplies, equipment, etc.) performed under this First Extension Agreement for maintenance of the parkway and median areas of Zone S and Zone M consistent with the payment terms of the Amended Agreement, in the total amount of **SIX THOUSAND SIX HUNDRED THIRTY AND 72/100 DOLLARS ($6,630.72)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **SEVENTY-NINE THOUSAND FIVE HUNDRED SIXTY-EIGHT AND 64/100 DOLLARS ($79,568.64).**

4. Notwithstanding, Exhibit E, I., D., of the Agreement, the unit cost set forth in the Additional Work Price List, for any additional landscape areas added to the project during the period of this First Extension Agreement not presently identified herein shall be as follows:

   A. Unit prices for Additional Work landscape areas:

      1. Additional parkway areas, planters (trees to 18-feet height, shrubs, ground cover included, as applicable). **$0.01845/sq.ft./mo**.

      2. Additional parkway areas, turf (trees to 18-feet height, shrubs, ground cover included, as applicable). **$0.01845/sq.ft./mo**.

5. Notwithstanding Exhibit C., 2 E. of the Agreement, for the period of this First Extension and except as specifically approved by subsequent action of the CSD Board or the City Manager as directed by the CSD Board, the Director (the Chief Financial Officer/City Treasurer or their designated appointee) may not authorize additional work pursuant to this First Extension Agreement or the Amended Agreement in excess of the cumulative total of **ELEVEN THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS ($11,800.00).** This additional work amount would allocate ten thousand two hundred and 00/100 dollars ($10,200.00) to Zone M and one thousand six hundred and 00/100 dollars ($1,600.00) to Zone S.

6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor: TruGreen Landcare
By: _____	By: _____
Title: City Manager, Acting in the capacity of District Manager to the Moreno Valley Community Services District	Title: (President or Vice President)
Date: _____	Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary

Date: _____
Affix Corporate Seal Below

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MV00205929

SECOND AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT MORENO VALLEY COMMUNITY SERVICES DISTRICT MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY LANDSCAPING AND IRRIGATION

PROJECT NO. M/12-13

This Second Amendment to the Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT, a municipal corporation, herein referred to as "City," and TruGreen Landcare, a California General Partnership herein referred to as "Contractor."

RECITALS:

WHEREAS, the City and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for PROJECT NO. M/12-13, herein referred to as "Agreement," dated July 3, 2012; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform maintenance of the median-monument-parkway landscape and irrigation of the identified landscape areas; and,

WHEREAS, the Agreement was amended (First Amendment to the Independent Contractor Agreement hereinafter to as "First Amendment") to include the addition of Zone S (Sunnymead Boulevard) at a maintenance service frequency, per the Agreement provided on a once every four week rotation basis, ("Level 1 service"); and,

WHEREAS, the cost for Level 1 service is being provided at a rate of $0.01845 per sq. ft., per month; and,

WHEREAS, the not-to-exceed (NTE) cost of the First Amendment increased the NTE cost of the Agreement from $59,460.00 to $70,435.92 to include $10,975.92 for Zone S (49,575 sq. ft., at $0.01845 per sq. ft. per month); and,

WHEREAS, the NTE cost of the First Amendment, should have referenced the CSD Board approved and authorized additional work amounts for Zones M and S, which were authorized by the CSD Board at their regular meeting held June 12, 2012, in the amount of $5,800.00 ($4,600.00 for Zone M and $1,200.00 for Zone S) as per the Agreement Exhibit C.,2., E.; and,

WHEREAS, it is desirable to further amend the Agreement (Second Amendment to the Independent Contractor Agreement hereinafter "Second Amendment") to include 41,250 sq. ft. of additional planter area (identified as site No. 20) as part of Zone M at the Level 1 service; and,

WHEREAS, it is desirable to amend the Agreement to increase the NTE fee amount of the Agreement to accommodate the addition of certain landscape areas, as is more particularly described in Section 1 of this Second Amendment for the balance of the term of the Agreement through June 30, 2013; and,

WHEREAS, the Contractor has submitted a written Proposal dated April 25, 2013, a copy of which is attached as Exhibit A to this Second Amendment, and is incorporated herein by this reference, to address the additional planter area to Zone M.

SECTION 1. AMENDMENT to the AGREEMENT:

1.1 Exhibit A to the Agreement, is hereby further amended by modifying the PROJECT LOCATION MAP to include the addition of the Zone M median (Site No. 20), located along Eucalyptus Avenue (Sketchers Median).

1.2 Exhibit C to the Agreement as first amended is hereby further amended, by way of this Second Amendment, to revise the PAYMENT TERMS section from the NTE fee of $70,435.92, to the new NTE fee of $77,758.04, an increase of $7,322.12 ($4,600.00 for Zone M additional work, $1,200.00 for Zone S additional work, and $1,522.12 to fund the additional 41,250 sq. ft. of planter area in Zone M), the additional $1,522.12 will allow service and payment of service for the

remaining months of FY 2012/13 (May 2013 and June 2013) at a rate of $761.06 per month for the added median area (Site No. 20), which may be added to any Extension of the Agreement at an annual rate of $761.06 per month.

1.3 The City agrees to pay the Contractor and the Contractor agrees to receive the amended NTE fee of $77,758.04, which includes the additional compensation of $1,522.12 as set forth in 1.2 herein, in consideration of the Contractor's performance of the work set forth in Exhibit A to this Second Amendment.

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

SECOND AMENDMENT TO THE AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. M/12-13

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

Moreno Valley Community Services District	Contractor TruGreen Landcare
By: _____	By: _____
Title: City Manager, Acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District	Title: (President or Vice President)
Date: _____	Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)
Date: _____

Affix Corporate Seal Below
(If applicable)

FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT MORENO VALLEY COMMUNITY SERVICES DISTRICT MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY LANDSCAPING AND IRRIGATION

PROJECT NO. M/12-13

This First Amendment to Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT, a municipal corporation, hereinafter referred to as "City," and TruGreen Landcare, a California General Partnership hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the City and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for PROJECT NO. M-12/13, hereinafter referred to as "Agreement," dated July 3, 2012; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform maintenance of median-monument-parkway landscape and irrigation of the identified landscape areas; and,

WHEREAS, the cost for Level 1 service is currently being provided at a rate of $0.01845 per sq. ft.; and,

WHEREAS, the original Agreement was authorized in the not-to-exceed (NTE) amount of $59,460 to be paid at a rate of $4,955 on a monthly basis in arrears; and,

WHEREAS, it is desirable to amend the Agreement to increase the NTE fee amount of the Agreement to accommodate the addition of certain landscape areas, as is more particularly described in Section 1 of this Amendment; and,

Whereas, the Contractor has submitted written acceptance dated May 10, 2012, a copy of which is attached as Exhibit "A" to this Amendment, and is incorporated herein by this reference, to address the additional service areas, which include the addition of Zone S (Sunnymead Boulevard).

FIRST AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. M/12-13

SECTION 1 AMENDMENT to ORIGINAL AGREEMENT:

1.1 Exhibit "A" to the Agreement is hereby amended by adding to the "PROJECT LOCATION MAP" section Exhibit "B" to this First Amendment, entitled "Moreno Valley Community Services District Extensive Landscaping & Irrigation", which generally identifies the location of the median-monument-parkway landscaping and irrigation.

1.2 Exhibit "C" to the Agreement is hereby amended by revising the "PAYMENT TERMS" section from the NTE fee of $59,460 to the new NTE fee of $70,435.92, which includes the $10,975.92 (49,575 sq. ft., Level 1 service at $0.01845 per sq. ft. per month) increase for additional work as described herein this First Amendment to the Agreement.

1.3 The City agrees to pay the Contractor and the Contractor agrees to receive the amended NTE fee of $70,435.92, which includes the additional compensation of $10,975.92 as set forth in 1.2 herein, which references the amended "TERMS OF PAYMENT," in consideration of the Contractor's performance of the work set forth in Exhibit "A" to this First Amendment.

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. M/12-13

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: Michelle Dawson

Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District

Date: 10/3/12

Contractor

By: Martin McKenna

Title: (President or Vice President)
Martin McKenna
Branch Manager

Date: 9/11/12

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

Suzanne Bryant
Deputy City Attorney

10-1-12
Date

RECOMMENDED FOR APPROVAL:

Department Head

10/2/12
Date

By:

Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date:

Affix Corporate Seal Below
(If applicable)

Sharon Goodale-Sharp

From: Jared Rice <jared.rice@landcare.com>
Sent: Thursday, May 10, 2012 8:18 PM
To: Sharon Goodale-Sharp
Cc: Conrado Sigala
Subject: Fwd: Zone M Proposal & Inclusion of Added Area Zone S

Sharon-

Thank you so much for the great news below. Please let this serve as written acceptance to the below.

Please let me know if you need anything else from me. We look forward to working with you.

Thank you again.

Jared Rice
Branch Manager
TruGreen LandCare
c- (858) 337-9163
We Strive for 10/5!

---------- Forwarded message ----------
From: **Conrado Sigala** <conrado.sigala@landcare.com>
Date: Tue, May 8, 2012 at 3:35 PM
Subject: Fwd: Zone M Proposal & Inclusion of Added Area Zone S
To: Jared Rice <Jared.Rice@landcare.com>

---------- Forwarded message ----------
From: **Sharon Goodale-Sharp** <sharong@moval.org>
Date: Tue, May 8, 2012 at 3:27 PM
Subject: Zone M Proposal & Inclusion of Added Area Zone S
To: "conrado.sigala@landcare.com" <conrado.sigala@landcare.com>

Conrado -

After careful consideration, the Special Districts Division is recommending award of the contract for Zone M (Medians) Maintenance of Median-Monument-Parkway Landscaping & Irrigation to TruGreen Landcare. We have spoken with your Branch Manager, Jared Rice, to let him know that we are

recommending to the CSD Board the formal award of the contract, which will be presented to the CSD Board (City Council) at the June 12, 2012 City Council meeting.

Additionally, in speaking with your Branch Manager we also extended an invitation to add additional service area to the Zone M contract at the additional cost per sq. ft. rate of $0.01845. This area is Zone S (Sunnymead Boulevard) and the request was to provide maintenance of the parkway & median landscaping & irrigation within that area. Per Dan Monto, Senior Landscape Services Inspector, for the Special Districts Division of the Public Works Department, Zone S is estimated at 49,575 sq. ft. of landscaped area and is located along Sunnymead Boulevard, between Frederick Street and Perris Boulevard. This would add an additional $10,975.91 to the contract for a combined contract amount of $70,435.91 for the 12 month period (July 1, 2012 – June 30, 2013). The breakdown would be Zone M ($59,460.00) and Zone S ($10,975.91).

Please send us a written confirmation of acceptance of this additional service area. Upon the CSD Board's approval, contracts will be mailed for formal signature and purchase orders will be prepared upon final execution of the contract documents.

If you have any questions, please let me know.

Sincerely,

Sharon Sharp

Senior Management Analyst

City of Moreno Valley

Special Districts Division

Public Works Department

P: (951) 413-3491

sharong@moval.org

--

Conrado Sigala
Account Manger
Branch 6169
[redacted]
1616 Marlborough Ave.Bldg. S
Riverside, CA 92507
Office Phone 951-688-6880
Office Fax 951-686-1486
Cell Phone 951-537-4737

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone M • Median - Monument - Parkway

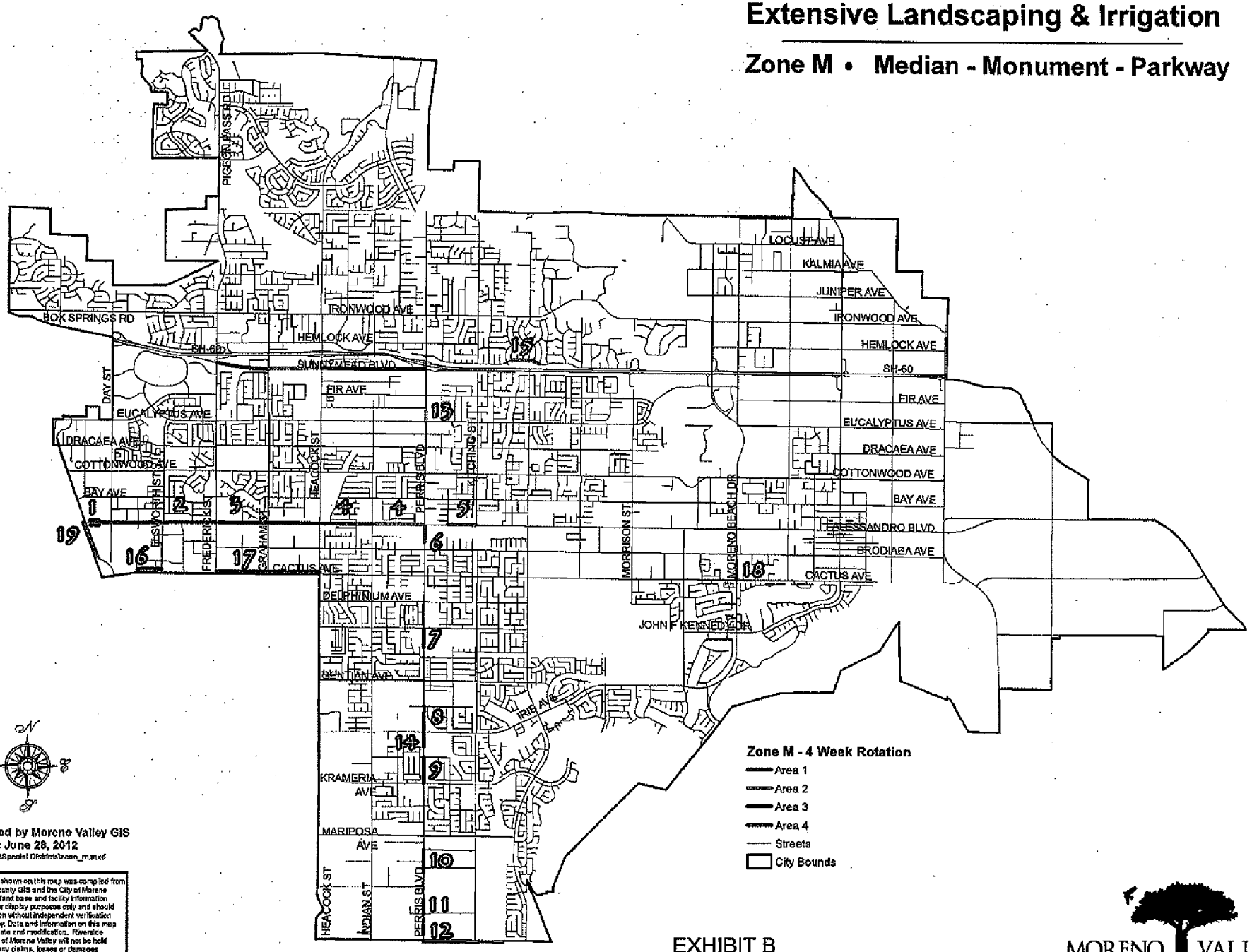

Map Created by Moreno Valley GIS
Print Date: June 28, 2012
File: G:\ArcMap\Special Districts\zone_m.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

EXHIBIT B

MORENO VALLEY
WHERE DREAMS SOAR

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MV00205941

RFP NO. M/12-13

INDEPENDENT CONTRACTOR AGREEMENT

RFP NO. M/12-13
PROJECT NO. M/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE M (MEDIANS)
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY
LANDSCAPING AND IRRIGATION

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name	TruGreen Landcare
Street Address	1616 Marlborough Ave., Suite. S
Street Address	
City, State, Zip	Riverside, CA 92507
Mailing Address (If same as Street Address, write same or same as above)	Same
Business Phone (with area code)	(951) 688-6880
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	
Fax Number	
Email Address	
Social Security Number	
Business License Number	07754
Federal Tax ID Number	
Contractor's License Number & Classification	C27/D49

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contract Starting Date is July 1, 2012 and the Contract Ending Date is June 30, 2013. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will consider Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

A. Control of Work. Except for compliance with service schedules, general and technical specification provisions (which may also be referred to herein as specifications) and performance standards as provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Contract.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (District), and the their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, Housing Authority's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, Housing Authority, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide

legal defense for both the Contractor and the City, Housing Authority, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Contract

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/District/Housing Authority premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.
By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City's Risk Manager prior to the execution of this Contract. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, the Moreno Valley Community Services District, and, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the City of amendment or cancellation, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this

Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.

J. Termination.

1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.

2. The District may terminate this Contract without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall

govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor: 1616 Marlborough Ave Bldg. S.
[Mailing Address (Post Office Box, if applicable)] Riverside, CA 92507
(951) 688-6880
[Telephone number]
(951) 686-1436
[Fax number]
Martin.McKenna@landcare.com
[Email address]

With a copy to:
[Attorney for Contractor, if applicable]
[Street Address]
[Post Office Box, if applicable]
[City, State, Zip]
[Telephone number]
[Fax number]
[Email address]

To District (CSD): MORENO VALLEY COMMUNITY SERVICES DISTRICT
Public Works Department
Special Districts Division
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto, Senior Landscape Services Inspector
Telephone number: 951.413.3480
Fax Number: 951.413.3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951.413.3036
Fax number: 951.413.3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: Michelle Dawson
Title: for City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District

Date: 8/13/12

Contractor

By:
Title: (~~President~~ or ~~Vice President~~)
Branch Manager

Date: 7/3/12

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

8/8/12
Date

RECOMMENDED FOR APPROVAL:

Department Head

8/13/12
Date

By:
Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date:

Affix Corporate Seal Below
(If applicable)

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of RIVERSIDE

On 7/9/12 before me, R. CASTRO NOTARY PUBLIC
(Here insert name and title of the officer)

personally appeared MARTIN J. McKENNA

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

R. CASTRO
Commission # 1845361
Notary Public - California
San Bernardino County
My Comm. Expires Apr 19, 2013

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

Item No. B.9

Bond Executed in Triplicate

BOND NO. 024047052

PREMIUM $ $595.00

Effective July 1, 2012 - June 30, 2013

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

RFP NO. M/12-13
PROJECT NO. M/12-13
MORENO VALLEY COMMUNITY SERVICES DISTRICT ZONE M (MEDIANS)
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the Board of Directors of the Moreno Valley Community Services District, State of California,, known as "CSD," has awarded to *(See Below) as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as **PROJECT NO. M/12-13**, is hereby referred to and made a part hereof; and

*TruGreen LandCare, a California General Partnership

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and Liberty Mutual Insurance Company as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of Fifty Nine Thousand Four Hundred Sixty & 00/100 dollars, ($ 59,460.00), lawful money of the United States, to be paid to the said CSD or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the CSD, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the CSD in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. M/12-13

BOND NO. 024047052

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this 3rd day of July 2012.

CONTRACTOR (Principal)	SURETY
Contractor Name: TruGreen LandCare, a California General Partnership	Name: Liberty Mutual Insurance Company
Address: 1616 Marlborough Ave, Bldg S Riverside, CA 92507	Address: 790 The City Drive South, Suite 200 Orange, CA 92868
Telephone No.: 951-688-6880	Telephone No.: 714-634-3311
Print Name: Dennis Langer, Attorney-in-Fact	Print Name: Paul Boucher, Attorney-in-Fact Attorney-in-Fact
Signature:	Signature:

Approved as to Form this
6 day of 8 2012

City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1905).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On JULY 3, 2012 (Date) before me, MISTY DAWN WRIGHT, NOTARY PUBLIC (Here Insert Name and Title of the Officer),

personally appeared DENNIS LANGER (Name(s) of Signer(s)),

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

MISTY DAWN WRIGHT
COMM. #1896716
Notary Public California
LOS ANGELES COUNTY
My Comm. Exp. JULY 24, 2014

Place Notary Seal Above

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

Witness my hand and official seal.

Signature Misty Dawn Wright
Signature of Notary Public MISTY DAWN WRIGHT

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: PERFORMANCE BOND

Document Date: JULY 3, 2012 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On JULY 3, 2012 (Date) before me, MISTY DAWN WRIGHT, NOTARY PUBLIC (Here Insert Name and Title of the Officer),

personally appeared PAUL BOUCHER (Name(s) of Signer(s)),

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

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

Witness my hand and official seal.

Signature (Signature of Notary Public) MISTY DAWN WRIGHT

MISTY DAWN WRIGHT
COMM. #1896716
Notary Public California
LOS ANGELES COUNTY
My Comm. Exp. JULY 24, 2014

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: PERFORMANCE BOND

Document Date: JULY 3, 2012 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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TRUGREEN LandCare℠

POWER OF ATTORNEY

TruGreen LandCare L.L.C. ("TruGreen"), a Delaware Limited Liability Company, with its principal place of business located at 9416 Doctor Perry Road, Ijamsville, Maryland 21754, and a Federal Employer Identification Number of 36-4313318, hereby constitutes and appoints, jointly and severally, the employees of Lockton Insurance Brokers LLC ("Lockton") identified below, as its true and lawful attorney-in-fact, to execute all surety bonds with a face amount of up to $1,000,000 issued on behalf of TruGreen or any of TruGreen's direct and/or indirect subsidiaries as set forth herein.

EMPLOYEE	LOCATION
Paul Boucher	Lockton Insurance Brokers LLC-Los Angeles
Janina Monroe	Lockton Insurance Brokers LLC-Irvine
Sarah Campbell	Lockton Insurance Brokers LLC-Los Angeles
Dennis Langer	Lockton Insurance Brokers LLC-Los Angeles
Yalonda Eubank	Lockton Insurance Brokers LLC-Los Angeles
Richard A. Roderick	Lockton Insurance Brokers LLC-Los Angeles
Heather Win	Lockton Insurance Brokers LLC-Los Angeles
Misty Wright	Lockton Insurance Brokers LLC-Los Angeles
Debra J. Scarborough	Lockton Insurance Brokers LLC-Kansas City
Christy M. McCart	Lockton Insurance Brokers LLC-Kansas City

This Power of Attorney supersedes all prior Power of Attorney executed for this purpose and shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days' written notice.

This Power of Attorney shall include the following direct and indirect subsidiaries of TruGreen and any and all direct and/or indirect subsidiaries that are acquired or formed by TruGreen after the execution of this Power of Attorney.

SUBSIDIARIES	FEDERAL EMPLOYER IDENTIFICATION NUMBER
TruGreen LandCare, a California General Partnership	36-4313318
TruGreen LandCare of Nevada L.L.C.	36-4345959
TruGreen LandCare of Alabama L.L.C.	36-4345958
Minnesota Lawn Maintenance, Inc.	41-1766873

IN WITNESS WHEREOF, the individual signing below affirms his/her authority to sign this Power Of Attorney on behalf of TruGreen LandCare L.L.C. and to grant the powers contained herein.

Dated this 17 th day of May, 2012

TruGreen LandCare L.L.C.

By: _____
Vidyadhar KulKarni, President & CEO

(Signature to be notarized)

~~~
~~~

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND. 5217833

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. _____

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, PAUL BOUCHER, JANNA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE, DENNIS LANGER,

all of the city of LOS ANGELES, state of CALIFORNIA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of March, 2012.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: _____
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 5th day of March, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: _____
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and biding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this JUL 03 2012 day of _____, 20_____

By: _____
David M. Carey, Assistant Secretary

POA - AFCC, LMIC, OCIC, PIC & WAIC
LMS 12873 012012

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

MV00205957

WITNESS our hands this 3rd day of July, 20 12.

PRINCIPAL	SURETY
Name: TruGreen LandCare, a California General Partnership	Name: Liberty Mutual Insurance Company
Address: 1616 Marlborough Ave, Bldg S Riverside, CA 92507	Address: 790 The City Drive South, Suite 200 Orange, CA 92868
Telephone Number: 951-688-6880	Telephone Number: 714-634-3311
By:	By:
Title: Dennis Langer, Attorney-in-Fact	Title: Paul Boucher, Attorney-in-Fact
By:	By:
Title:	Title:

Approved as to form this 8 day of 8, 2012

City Attorney, In the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surely must be registered as an admitted insurer in at least one county in the State of California.
- **The bond shall include an attached Notary Certificate for the Attorney-In-Fact and the Contractor.**
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-In-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (Contractor) and Surely may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On JULY 3, 2012 (Date) before me, MISTY DAWN WRIGHT, NOTARY PUBLIC (Here Insert Name and Title of the Officer),

personally appeared DENNIS LANGER (Name(s) of Signer(s)),

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

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

Witness my hand and official seal.

Signature [signature] (Signature of Notary Public) MISTY DAWN WRIGHT

MISTY DAWN WRIGHT
COMM. #1899716
Notary Public California
LOS ANGELES COUNTY
My Comm. Exp. JULY 24, 2014

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: PAYMENT BOND

Document Date: JULY 3, 2012 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On JULY 3, 2012 (Date) before me, MISTY DAWN WRIGHT, NOTARY PUBLIC (Here Insert Name and Title of the Officer),

personally appeared PAUL BOUCHER (Name(s) of Signer(s)),

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

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

Witness my hand and official seal.

Signature _____ (Signature of Notary Public) MISTY DAWN WRIGHT

MISTY DAWN WRIGHT
COMM. #1890716
Notary Public California
LOS ANGELES COUNTY
My Comm. Exp. JULY 24, 2014

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: PAYMENT BOND

Document Date: JULY 3, 2012 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney In Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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TRUGREEN LandCare™

POWER OF ATTORNEY

TruGreen LandCare L.L.C. ("TruGreen"), a Delaware Limited Liability Company, with its principal place of business located at 9416 Doctor Perry Road, Ijamsville, Maryland 21754, and a Federal Employer Identification Number of 36-4313318, hereby constitutes and appoints, jointly and severally, the employees of Lockton Insurance Brokers LLC ("Lockton") identified below, as its true and lawful attorney-in-fact, to execute all surety bonds with a face amount of up to $1,000,000 issued on behalf of TruGreen or any of TruGreen's direct and/or indirect subsidiaries as set forth herein.

EMPLOYEE	LOCATION
Paul Boucher	Lockton Insurance Brokers LLC-Los Angeles
Janina Monroe	Lockton Insurance Brokers LLC-Irvine
Sarah Campbell	Lockton Insurance Brokers LLC-Los Angeles
Dennis Langer	Lockton Insurance Brokers LLC-Los Angeles
Yalonda Eubank	Lockton Insurance Brokers LLC-Los Angeles
Richard A. Roderick	Lockton Insurance Brokers LLC-Los Angeles
Heather Win	Lockton Insurance Brokers LLC-Los Angeles
Misty Wright	Lockton Insurance Brokers LLC-Los Angeles
Debra J. Scarborough	Lockton Insurance Brokers LLC-Kansas City
Christy M. McCart	Lockton Insurance Brokers LLC-Kansas City

This Power of Attorney supersedes all prior Power of Attorney executed for this purpose and shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days' written notice.

This Power of Attorney shall include the following direct and indirect subsidiaries of TruGreen and any and all direct and/or indirect subsidiaries that are acquired or formed by TruGreen after the execution of this Power of Attorney.

SUBSIDIARIES	FEDERAL EMPLOYER IDENTIFICATION NUMBER
TruGreen LandCare, a California General Partnership	36-4313318
TruGreen LandCare of Nevada L.L.C.	36-4345959
TruGreen LandCare of Alabama L.L.C.	36-4345958
Minnesota Lawn Maintenance, Inc.	41-1766873

IN WITNESS WHEREOF, the individual signing below affirms his/her authority to sign this Power Of Attorney on behalf of TruGreen LandCare L.L.C. and to grant the powers contained herein.

Dated this 17 th day of May, 2012

TruGreen LandCare L.L.C.

By: _____
Vidyadhar KulKarni, President & CEO

(Signature to be notarized)

~~~
~~~

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND. 5217838

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. _____

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, PAUL BOUCHER, JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE, DENNIS LANGER,

all of the city of LOS ANGELES, state of CALIFORNIA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of March, 2012.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: _____
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 5th day of March, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – **SECTION 5.** Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and biding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked. JUL 03 2012

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20_____.

By: _____
David M. Carey, Assistant Secretary

POA -AFCC, LMIC, OCIC, PIC & WAIC
LMS 12873 012012

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Item No. B.9

MV00205963

EXHIBIT A

RFP NO. M/12-13
PROJECT NO. M/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE M (MEDIANS)
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY
LANDSCAPING AND IRRIGATION

1. GENERAL PROVISIONS - SCOPE OF WORK

A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the Board of Directors of the Moreno Valley Community Services District establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 20, Project Location Map.

B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf, groundcover, and shrub areas designated hereunder; regularly maintain and prune those portions of trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Specification Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.

E. All work shall be performed in accordance with the General and Technical Specification Provisions of this Contract and in accordance with an approved service schedule, as approved by the Director. Service schedules may be modified with 30 days advance written notice by the District.

2. GENERAL PROVISIONS - SCHEDULING OF WORK

A. The Contractor will adhere to the facilities, equipment and monthly and annual work schedules submitted as a part of the Contractor's RFP, and incorporated herein by this reference. These schedules, and any approved revisions thereto, will be used by the District as a basis for determining Contractor's satisfactory performance.

B. Revisions to facilities, equipment, or monthly and annual work schedules may not be implemented without the prior written approval of the Director. The Contractor is required to submit proposed revisions regarding facilities, equipment or monthly and annual work schedules in writing to the District at the address as set forth in the Independent Contractor Agreement, Section 3, paragraph N. at least ten (10) working days prior to commencing work per the proposed revisions.

C. Failure to submit proposed revisions concerning facilities, equipment, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations. Specialty type maintenance operations includes, but is not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

F. When inclement weather renders performance per the approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor is required to adjust his work force in order to accomplish those work items not affected by weather, and will contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-performance penalties per Exhibit C, Section 4

G. For the purposes of this Contract, "Working Days" are Mondays through Thursdays, excluding holidays as provided herein. On those days maintenance is to be provided pursuant to the work schedule as approved by the Director. The hours of on site maintenance service will be from 7:00 a.m. to 4:30 p.m., not including mobilization to or from work site. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day in advance for the Director's approval.

3. GENERAL PROVISIONS - FUNCTIONS AND RESPONSIBILITIES

A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Appendix B, Monthly Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

C. The Director may require the Contractor to attend meetings with the District field staff at some fixed interval to review the Contractor's operations, and schedule future work as may be ordered by the Director. Failure to attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. The Contractor shall maintain an office at some fixed place, and be listed in the telephone directory in Contractor's own name or in the Contractor's company name. Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph E. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by telephone, written email, written mailed correspondence or facsimile transmission. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at **<u>any</u>** time:

1. City Manager
2. Director of Public Works
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Street Maintenance Supervisor
7. Senior Landscape Services Inspector
8. Landscape Services Inspector
9. Landscape Irrigation Technician

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. GENERAL PROVISIONS - CONTRACTOR'S STAFF

A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.

C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.

D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements.

   Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. GENERAL PROVISIONS - EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

6. GENERAL PROVISIONS - COMPLAINTS

A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.

B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Exhibit A, Section 3, paragraph B.

C. In addition to the provisions of Section 6., paragraph A. in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. GENERAL PROVISIONS - SAFETY

A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2010 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Exhibit A Section 3, paragraph B., above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Section 3, paragraph J of the Independent Contractor Agreement.

8. USE OF CHEMICALS

A. Before the beginning of the Contract period, the Contractor is required to submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS) of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.

B. Director shall be notified in writing of any changes or deviations from the list as referenced in Exhibit A, Section 8, Paragraph A. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.

D. Contractor shall report all fertilizers and pesticides used in the performance of the work as an element of Contractor's Monthly Report, as set forth in Exhibit A, Section 3, paragraph B. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City and the Community Services District of the City of Moreno Valley (CSD). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City or CSD and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the CSD that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.

B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars ($25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Drive, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL SPECIFICATION PROVISIONS

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed per the Frequency of Service table, as set forth in Exhibit E. Should weather and/or site conditions preclude the normally scheduled frequency of this service during any month, or portion thereof, the maintenance schedule shall be modified at the discretion and approval of the Director.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Specification Provisions - Fertilization, Section 18.

13. Pest control: See Technical Specification Provisions - Pesticide Use, Section 19.

14. Aeration:

    (a) All turf areas shall be aerated at the frequency as set forth per the frequency of service table, in Exhibit E, unless otherwise directed by the Director;

    (b) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

    (c) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

    (d) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

    (e) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Specification Provisions – Fertilization, Section 18.

15. Renovation/thatching and additional aeration operations are to be considered Additional Work, per Exhibit C., Section 2.

16. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Trees shall be pruned at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Portions of trees up to eighteen feet (18') in height shall:

   (a) Be pruned to enable successful adaptation to their particular site situation;

   (b) Have no more than one-third (1/3) of living branches removed annually;

   (c) Be fertilized only as directed by District field staff.

6. Portions of trees over eighteen feet (18') in height shall:

   (a) Be inspected annually;

   (b) Pruned and/or trimmed as necessary to maintain proper site orientation;

   (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

   (d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order.

(b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall not be allowed:

   (a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

   (c) Use of pruning paint/pruning compound/wound dressing;

   (d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Specification Provisions – Pesticide Use, Section 19.

13. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Shrubs shall be pruned and/or trimmed per the frequency of service table, as set forth in Exhibit E, unless otherwise directed by the Director, in order to

(a) Remove dead, diseased, or damaged branches;

(b) Remove unwanted encroachments into public and/or utility rights-of-way;

(c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned in a manner that will:

(a) Enable successful adaptation to their particular site situation;

(b) Follow the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

6. Pruning tools must:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices are not allowed:

(a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") will be done only when authorized by the Director on a site-specific basis.

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

(c) Use of pruning paint/pruning compound/wound dressing.

8. Fertilization: See Technical Specification Provisions - Fertilization, Section 18.

9. Pest control: See Technical Specification Provisions –Pesticide Use, Section 19.

10. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Technical Specification Provisions, ground covers

are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed per the frequency of service table, as set forth in Exhibit E , unless otherwise directed by the Director in order to:

   (a) Remove dead, diseased, or damaged branches/crowns;

   (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

   (c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

   (a) To enable successful adaptation to their particular site situation;

   (b) In accordance with accepted practices for the particular species in question;

5. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Specification Provisions - Fertilization, Section 18.

8. Pest control: See Technical Specification Provisions –Pesticide Use, Section 19.

9. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

E. WEED CONTROL

1. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds

2. Weed control shall be addressed per the frequency of service table, as set forth in Exhibit E, unless otherwise directed by the Director.

3. Chemical weed control: See Technical Specification Provisions – Pesticide Use, Section 19.

4. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.

5. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

6. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. Said maintenance shall include, but not be limited to: visual and operational inspections; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

3. For the purposes of this section, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers, sprinkler components, drip systems (including dripper line, emitters, and any and all related components), and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

(a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage;

(b) Be turned off during periods of rainfall, or as directed by District field staff;

(c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

(a) Be operated only when Contractor's personnel are present on site;

(b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;

(c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. Debris/litter control shall be provided per the frequency of service table, as set forth in Exhibit E, unless otherwise stated herein this Section and/or as directed by the Director.

2. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

3. Contractor shall remove from both planted areas and adjacent hardscapes/walkways the following items, which include but are not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by the Contractor before the close of business the working day following notification of this condition.

4. All hardscape areas that include, but are not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

5. The Contractor shall dispose of all debris and litter, as described herein Exhibit A, Section 17, letter G, paragraphs 1 and 2 above, off-site, and in a legal manner.

6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices such as, televisions, computers and computer monitors; firearms, ammunition or other appliances. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

7. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in the performance of contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in the course of the performing the contract's Scope of Work services at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

18. TECHNICAL SPECIFICATION PROVISIONS - FERTILIZER

A. TURF FERTILIZATION

1. Fertilizer shall be applied to turf areas in accordance with Table I, below. The frequency of service for turf fertilization is also referenced in Exhibit E, Section V., Frequency of Service Table. At the discretion and request of the

Director, additional applications at the pricing terms as listed in the additional work section of Schedule II may be provided. Failure to adhere to this Specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs
OCT	1	22-5-5*	1.25	5.7 lbs

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See the following section on fertilizers.

**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See the following sections, below, regarding fertilizers.

2. Humus base fertilizers to be applied by drop spreader only.

3. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

6. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. Fertilizer shall be applied to all shrubs and ground covers in accordance with Table II below as noted. The frequency of service for shrub and ground cover fertilization is also referenced in Exhibit E, Section V. At the discretion and request of the Director, additional applications at the pricing terms as listed in the additional work section of Schedule II may be provided. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All fertilizers are to be of indicated analysis or better.

TABLE II

Month**	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

**Service areas on Level 3 (12 Week) service rotation receive shrub and ground cover fertilization one time (1) per year in April.

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification is required to Director five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

19. TECHNICAL SPECIFICATION PROVISIONS – PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.

3. All pesticide applications shall be applied as directed by the Director.

4. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

5. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Exhibit A., Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Exhibit A, Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. For pesticide application reporting specifications, see Exhibit A., Section 3 – Functions and Responsibilities and Exhibit A., Section 8. – Use of Chemicals.

3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed in accordance with the Frequency of Service Table as provided in Exhibit E, Section V., or as determined by the Director.

   (b) Appropriate chemical control must be used on the following weeds.

   Bermuda Grass
   Kikuyu Grass
   Nutsedge
   Field Bindweed
   Spurge

   The aforementioned list is inclusive; other species may be added by the Director as necessary.

   (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

   (a) Snails shall be controlled on a regular basis on the following plant species:

   Agapanthus africanus
   Aptenia sp.
   Gazania sp.
   Hemerocallis sp

(b) Snails shall be controlled on an as needed basis on all other plant material.

(c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

(a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(b) The Director may require all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(c) The Director may require all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(d) The Director may require all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

   (b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

   (c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Insect and Disease Control

   (a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

   (b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

20. PROJECT LOCATION MAP

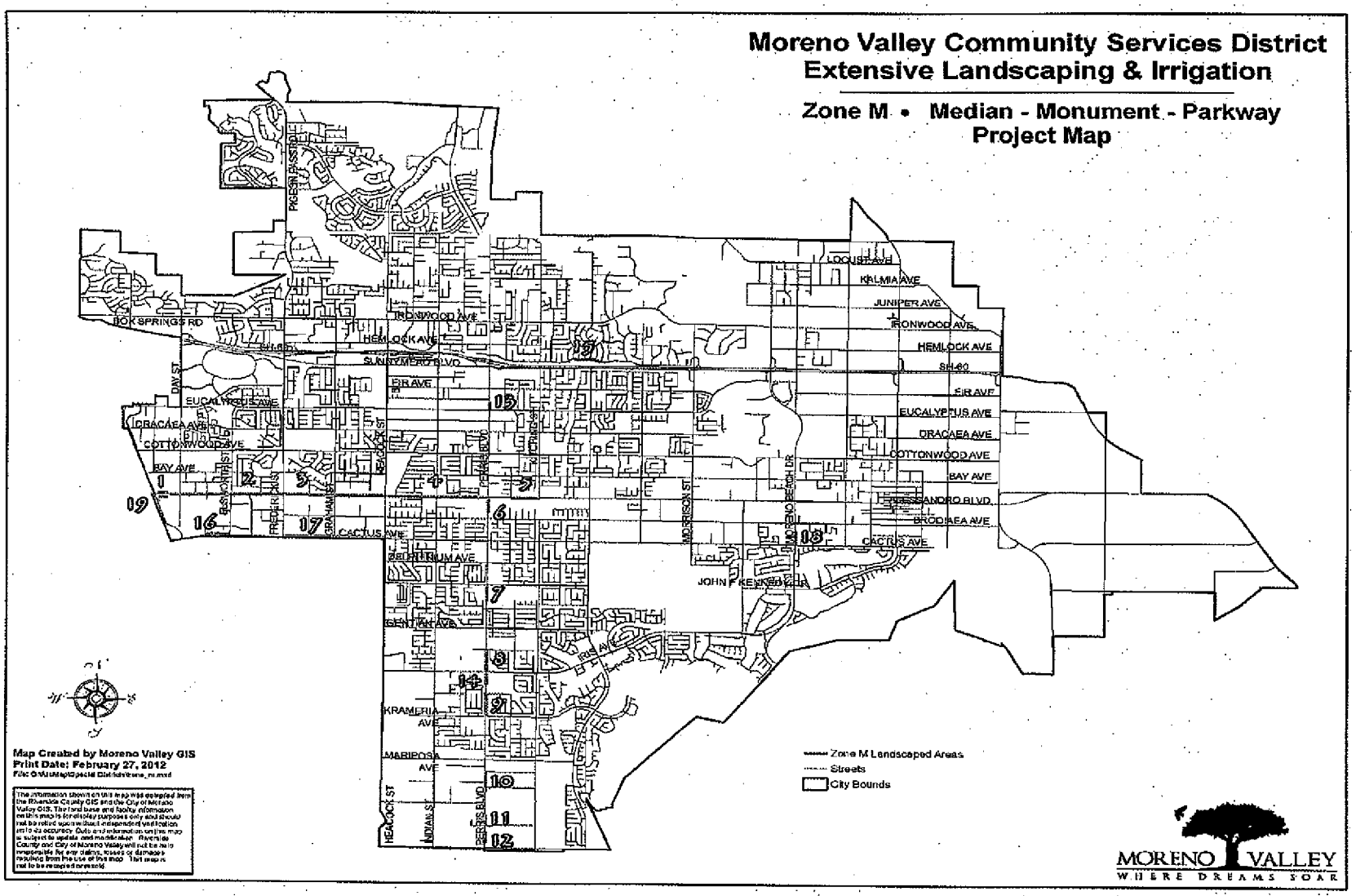

Item No. B.9

MV00205988

21. PROJECT LOCATION LIST

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone M • Medians - Monuments - Parkways

Alessandro Boulevard Medians & Monuments

1. Old Hwy 215 Monuments
   - 17,895 square feet (includes 5,477 sq.ft. turf)
   - 8 trees
   - 4 remote control valves - 1 controller
2. Old Hwy 215 to Frederick Street
   - 60,423 square feet (includes 21,325 sq.ft. turf)
   - 75 trees
   - 32 remote control valves - 2 controllers
3. Frederick Street to Heacock Street
   - 68,445 square feet (includes 34,565 sq.ft. turf)
   - 64 trees
   - 22 remote control valves - 2 controllers
4. Heacock Street to Perris Boulevard
   - 15,609 square feet
   - 4 trees
   - 4 remote control valves - 2 controllers
5. Flaming Arrow Dr to Kitching St
   - 17,470 square feet
   - 21 trees
   - 16 valves - 1 controller

Perris Boulevard Medians

6. South of Alessandro Boulevard
   - 751 square feet
   - 1 tree
   - 2 remote control valves - 1 controller
7. South of John F. Kennedy Drive
   - 5,535 square feet
   - 15 trees
   - 8 remote control valves - 1 controller
8. North of Iris Ave
   - 2,200 square feet
   - 7 trees
   - 4 valves - 1 controller
9. North of Krameria Avenue
   - 3,324 square feet
   - 5 trees
   - 3 valves - 1 controller
10. At San Michele Road
    - 5,335 square feet
    - 10 trees
    - 6 valves - 1 controller
11. Perris Blvd (North of Globe St)
    - 4,110 square feet
    - 8 trees
    - 1 controller
12. Perris Blvd (South of Globe St)
    - 4,950 square feet
    - 12 trees
    - 7 valves - 1 controller
13. Perris Blvd (North of Eucalyptus Ave)
    - 1,760 square feet
14. Perris Blvd (South of Iris Ave)
    - 5,838 square feet

Elder Avenue Retention Basin Parkway

15. South Side of Elder Avenue from Grenville Avenue to Brewster Drive
    - 7,471 square feet
    - 1 tree
    - 2 remote control valves - 1 controller

Cactus Avenue Medians

16. Cactus Ave. west of Elsworth
    - 2,500 square feet
    - 5 trees
    - 4 valves - 1 controller
17. Cactus Ave between Frederick St & Heacock St
    - 31,232 square feet

Moreno Beach Medians

18. Moreno Beach Dr (North of Cactus Ave)
    - 9,396 square feet

Old 215 Medians

19. Old 215 (South of Alessandro Blvd)
    - 4,328 square feet

Print Date: February 27, 2012
File: G:\ArcMap\Special Districts\zone_m_pg2.mxd

MV00205989

EXHIBIT B: District Responsibilities
RFP NO. M/12-13
PROJECT NO. M/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE M (MEDIANS)
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY
LANDSCAPING AND IRRIGATION

1. CONTRACT SUPERVISION

A. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of the same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.

B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C: Payment Terms
RFP NO. M/12-13
PROJECT NO. E-3/11- 12

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE M (MEDIANS)
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY
LANDSCAPING AND IRRIGATION

1. CONTRACTOR'S COMPENSATION

A. The Contractor will be paid monthly per site based upon successful performance of the maintenance services provided in accordance with an approved service schedule for each area/site and in compliance with the terms and provisions of this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports for the: 1) maintenance performed, 2) Greenwaste, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month, and 5) a detailed invoice for services in accordance with the Contract price for the work performed, which shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org.

Accounts Payable questions can be directed to 951.413.3073.

Copies of invoices and reports will be submitted to the Special Districts Division of the Public Works Department at specialdistricts@moval.org. Calls may also be directed to the Special Districts Division at 951.413.3480.

B. The Contractor will obtain and keep current during the term of this Contract, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at http://www.moval.org/do_biz/biz-license.shtml.

C. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of four thousand, nine hundred fifty five dollars and 00/100 ($4,955.00) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed fifty nine thousand, four hundred sixty dollars and 00/100 ($59,460.00), except as provided for in Section 2 below. The compensation specified herein this section is for the maintenance of Zone M, as specified within this contract.

D. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the

completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall_forms.shtml#bf.

E. The minimum information required on all invoices includes:

1. Vendor Name, Mailing Address and Phone Number
2. Invoice Date
3. Vendor Invoice Number
4. City – provided Reference Number (Project No. and Title)
5. Detailed work hours by class title (e.g. Manager, Technician or Specialist), services performed, and rates, explicit portion of a contract amount or detailed billing information is sufficient to justify the invoice amount: single or lump sum amounts without detail are not acceptable.

F. The City shall pay the Contractor for all invoiced and authorized maintenance services within thirty (30) days of receipt of invoice for the same.

G. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2, paragraph C. herein this Exhibit, in addition to the work set forth in Exhibit A, General Provisions - Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Schedule II, Sections B & C or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth herein Exhibit C, Section 2, paragraph B., below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after

receiving a verbal authorization, the Contractor must submit a written estimate to the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in Exhibit E, Schedule II , shall be prorated from the day the Contractor commences work on the additional areas.

D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Schedule II, Section B and C. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).

E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of 5,800.00 for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

A. Work required in the General or Technical Specification Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General and/or Technical Specification

Provisions; submit notifications or reports required by the Contract, for General or Technical Specifications Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General or Technical Specification Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of

$100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, telephone, facsimile transmission or in writing.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the District to allow for explanations.

EXHIBIT D: Term of Contract

RFP NO. M/12-13
PROJECT NO. M/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE M (MEDIANS)
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY
LANDSCAPING AND IRRIGATION

1. TERM OF CONTRACT

A. Following approval by both parties, the Contract will commence on July 1, 2012, and shall terminate June 30, 2013 (12) months thereafter.

B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.

C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.

E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

RFP NO. M/12-13
PROJECT NO. M/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE M (MEDIANS)
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY
LANDSCAPING AND IRRIGATION

RFP NO. M/12-13
PROJECT NO. M/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE M (MEDIANS)
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

I: SCHEDULE I – VENDOR INFORMATION

A. COMPANY NAME: TruGreen LandCare

TYPE
- Sole proprietor ____
- Partnership X
- Corporation ____

B. COMPANY ADDRESS (STREET) 11616 Marlborough Ave, Bldg. S
(CITY, STATE, ZIP) Riverside, CA 92507

C. COMPANY ADDRESS (MAILING) Same as above
(CITY, STATE, ZIP) ____

D. BUSINESS PHONE NUMBER(with area code) (951) 688-6880

E. SATELLITE OFFICE ADDRESS (if applicable):
N/A

F. SATELLITE OFFICE PHONE NUMBER N/A

G. CONTRACTOR'S LICENSING INFORMATION:

1. LICENSE NUMBER/CLASSIFICATION/NAME STYLE: #970508 class C27/D49
2. NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 1 month
3. LICENSE EXPIRATION DATE: Feb. 28, 2014
4. CURRENT LICENSE STATUS: Active

5. PRIOR ACTIONS AGAINST THIS LICENSE? Yes / (No)
6. IF YES, LIST CITATION TYPE AND HOW RESOLVED: N/A

H. COMPANY'S FEDERAL IDENTIFICATION NO.: 36-4313318

I. NAME AND TITLE(s) OF COMPANY OFFICERS:

TruGreen LandCare L.L.C. - partner
TruGreen Companies L.L.C. - partner

J. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES: 28

K. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 28

L. CURRENT LANDSCAPE MAINTENANCE OPERATIONS

THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED IN ANSWER TO THIS QUESTION (QUESTION L.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

TOTAL NUMBER OF LANDSCAPE MAINTENANCE CONTRACTS: OVER 200
PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 6%
TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS:
$3,600,000 out of Riverside Branch

1. NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS: 3	AVERAGE WAGE SCALE: $45-65 /K* Salary	
TECHNICIANS: 6	AVERAGE WAGE SCALE: $ 15.00/Hr.*	
FOREMEN: 18	AVERAGE WAGE SCALE: $ 13.75 /Hr.*	
LABORERS: 42	AVERAGE WAGE SCALE: $ 8.75 /Hr.*	

*Use the fully burdened rate (i.e., taxes, insurance, benefits, OH &P) - This is a prevailing wage project.

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

A. MOTOR VEHICLES
- TYPE: Dump Truck F450 NUMBER: 6
- TYPE: NUMBER:

References:

1. City of Rancho Cucamonga
   9153 9th Street
   Rancho Cucamonga CA 91730
   Don Gentry (909) 477-2700
   December 1999 to Present
   $505,000.00 Annually
   Square Footage: 45 Acres.
   Areas Serviced: LMD's throughout the City

2. Marriott Desert Springs Villas
   1091 Pinehurst
   Palm Desert CA 92260
   Glenn Knorr (760) 779-1291
   2005 to Current
   $536,400.00 Annually.
   Square Footage: 30 Acres.
   Areas Serviced: Common Areas & High Profile Areas.

3. City of Banning
   5261 W. Wilson
   Banning CA 92220
   Carl Szoyska (951) 922-3286
   Septembe4 2005 to Present
   $31,000.00 Annually.
   Square Footage: 2.5 Acres.
   Areas Serviced: City Hall, Aquatic Center, Police Departments.

MV00205999

- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____

B POWER EQUIPMENT
- TYPE: Mowers 21", 36", 48", 60" NUMBER: 52
- TYPE: Blowers NUMBER: 22
- TYPE: Hedge Trimmers NUMBER: 22
- TYPE: Weedeaters NUMBER: 30

II: REFERENCES

Attach Responses to this question on additional sheets – One sheet per reference

A. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.

B. REFERENCE RESPONSES MUST INCLUDE:

1. NAME AND ADDRESS OF AGENCY;
2. NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
3. CONTRACT NAME(S) / NUMBER(S);
4. ANNUAL CONTRACT AMOUNT(S);
5. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
6. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
6. LENGTH OF CONTRACT(S).

C. **THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:**

1. How many (number) of contracts and years under contract?
2. What are/were the Scope of the contract(s), acreage amounts, location(s)?
3. What are/were the Contract amount(s)?
4. Do/did they have adequate (quantity/quality) staffing?
5. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
6. Does staff have the ability to comprehend/speak English?
7. How are/were the appearance, uniforms, and use of safety equipment?
8. Do/did they have availability of additional personnel for extra work/special projects?
9. Is/was the equipment used in good working order?
10. Do/did they have an effective in-company communications system?
11. How is/was the knowledge of and the project/contract standards?
12. Do/did they have the ability to respond to complaints/requests in a timely fashion?

13. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
14. How accurate & timely is/was billing/invoicing?
15. Have Contract(s) been successfully completed to term?
16. Would you accept future proposals/bids from this company?

III: PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

A. **Facilities** – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

Riverside Office:
11611 Marlborough Ave, Bldg. S
Riverside, CA 92507

B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement, General Provisions, and Technical Specification Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **Equipment:**

Lazer riding mower, 36" walk behind mower, 21" mower, power edger, hedge trimmers, blowers, weedeater, chain saw

2. **Motor Vehicles:**

1- Stake bed F-350
1- Pick up F-150
1- Spray Truck F350 w/Bubble tanks

3. **Turf Maintenance Power Equipment/Tools:**

Power edgers & mowers above under equipment

4. **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**
(List both powered and hand equipment/tools)

Vermeer 1800 Chipper
Vermeer Stump Grinder
Hedge trimmers, weedeater

5. **Irrigation System Maintenance Equipment:**
(List both powered and hand equipment/tools)

Irrigation truck & Rain master remote controls

6. **Fertilizer Application Equipment:**
(List both powered and hand equipment/tools)

Lesco Spreader & Belly grinders

7. **Pesticide Application Equipment:**
(List both powered and hand equipment/tools)

Spray truck with tanks & Lesco Back-Pack

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C. **Staff**: - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Technical Specification Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**
(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

Conrado Sigala - Area Manager
Foreman and Laborers - TBD
Admin Staff

2. **Tree Trimming/Maintenance:**
(List any ISA or equivalent certified personnel)

Rafael Gomez - ISA Certified

3. **Irrigation System Maintenance:**
(List technical personnel – include any relevant education, certification, licensing information for each person listed)

Gilberto Castillo
Pablo Penaloza

4. **Pesticide Application:**
(List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.)

Ray Velasquez - QAL 103311

IV: PROPOSED PROJECT WORK SCHEDULES

Pages 70-73 contain blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed scheduled for performing the services as describe in Exhibit A. For those services listed under the Technical Specification Provisions found in Exhibit A, Section 17, and Sections 18 A (Turf Fertilization) and 18 B (Shrub & Ground Cover Fertilization) refer to the FREQUENCY OF SERVICE TABLE located in Exhibit E, Section V., Use additional sheets as necessary to provide a full and comprehensive response on each of the schedule sheets.

If selected, the awarded Contractor will provide the CSD, within 30 days after contract execution, a mapped work schedule for Zone M. Sample mapped work schedules have been provided for reference.

A. MONTHLY SCHEDULE SHEET

1. List all tasks specified to be performed on a weekly or monthly basis for the Zone M areas in the box corresponding to the day of the week/month the work is proposed to be performed.

2. Be sure to include administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

B. ANNUAL SCHEDULE SHEET

1. List all tasks specified to be performed for the Zone M areas at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which the work is proposed to be performed.

2. Be sure to include any administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

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ZONE M MONTHLY SCHEDULE SHEET

SERVICE SCHEDULE LEVEL 1
PROPOSED PROJECT WORK SCHEDULES

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1	Irrigation- 8hrs	Mow/Edge - 12 hrs Trim/Prune- 14hrs Weeding- 4hrs Litter - 4hrs	Trim/Prune-14 hrs Weeding -4 hrs Litter - 4hrs	
WEEK #2	Irrigation-8hrs	Mow/Edge- 12hrs Trim/Prune- 14hrs Weeding - 4hrs Litter - 4hrs	Trim/Prune-14hrs Weeding - 4hrs Litter - 4hrs	
WEEK #3	Irrigation - 8hrs	Mow/Edge-12hrs Trim/Prune-14hrs Weeding- 4hrs Litter- 4hrs	Trim/Prune-14hrs Weeding- 4hrs Litter - 4hrs	
WEEK #4	Irrigation- 8hrs	Mow/Edge- 12hrs Trim/Prune -14hrs Weeding - 4hrs Litter - 4hrs	Trim/Prune - 14hrs Weeding - 4hrs Litter - 4hrs	

RFP NO. M/12-13

ZONE M MONTHLY SCHEDULE SHEET

SERVICE SCHEDULE LEVEL 2
PROPOSED PROJECT WORK SCHEDULES

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1	Irrigation- 8 hrs	Mow/Edge - 12 hrs Trim/Prune - 14 hrs Weeding - 4 hrs Litter - 4 hrs		
WEEK #2	Irrigation - 8hrs	Trim/Prune - 14hrs Weeding - 4hrs Litter - 4hrs		
WEEK #3	Irrigation- 8hrs	Trim/Prune - 14hrs Mow/Edge - 12 hrs Weeding - 4 hrs Litter - 4hrs		
WEEK #4	Irrigation- 8hrs	Trim/Prune - 14 hrs Weeding - 4hrs Litter - 4hrs		

RFP NO. M/12-13

ZONE M ANNUAL SCHEDULE SHEET

SERVICE SCHEDULE LEVEL 1
PROPOSED PROJECT WORK SCHEDULES

JANUARY	FEBRUARY Turf Fertilization 22-0-6 Scotts Proturf	MARCH Broadleaf Weed Control Turf Areas
APRIL Shrub & Ground Cover 23-5-10 Best Poly Supreme	MAY	JUNE Turf Fertilization 22-5-5 Best Turf Gold
JULY	AUGUST	SEPTEMBER
OCTOBER Turf Fertilization 22-5-5 Best Turf Gold	NOVEMBER Broadleaf Weed Control Turf areas	DECEMBER

RFP NO. M/12-13

ZONE M ANNUAL SCHEDULE SHEET

SERVICE SCHEDULE LEVEL 2
PROPOSED PROJECT WORK SCHEDULES

JANUARY	FEBRUARY Turf Fertilization 22-0-6 Scotts Proturf	MARCH Broadleaf Weed Control Turf Areas
APRIL Shrub & Ground Cover 23-5-10 Best Poly Supreme	MAY	JUNE Turf Fertilization 22-5-5 Best Turf Gold
JULY	AUGUST	SEPTEMBER
OCTOBER Turf Fertilization 22-5-5 Best Turf Gold	NOVEMBER Broadleaf Weed Control Turf Areas	DECEMBER

V: FREQUENCY OF SERVICE TABLE

Service Type	Service Schedule Level 1 (4 Week)	Service Schedule Level 2 (8 Week)	Service Schedule Level 3 (12 Week)
17.A. Turf Care			
Mow/edge/trim	Weekly	Every other week	Every other week
Aeration	Bi-annually (Spring & Fall)	Bi-annually (Spring & Fall)	Annually (Spring)
17.C. Shrub Care			
Prune/trim	Monthly	6x's per year	4x's per year
17.D. Ground Cover			
Prune/trim	Monthly	6x's per year	4x's per year
17.E. Weed Control			
Weed control	Monthly	6x's per year	4x's per year
17.G. Debris/Litter			
Debris/Litter removal	Weekly	Every other week	Monthly
18.A. Turf Fertilization	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)
18.B. Shrub/Ground Cover Fertilization	2x's per year (April & Sept.)	2x's per year (April & Sept.)	1x per year (April)
19. C. 1. (a) Ground covers, shrubs & trees - Pesticide usage criteria	2x's per year (Spring & Fall)*	2x's per year (Spring & Fall)*	2x's per year (Spring & Fall)*

* specification of month to be approved by Director in advance of application

VI: SAMPLE SERVICE SCHEDULES

A. Zone M – 4 WEEK ROTATION

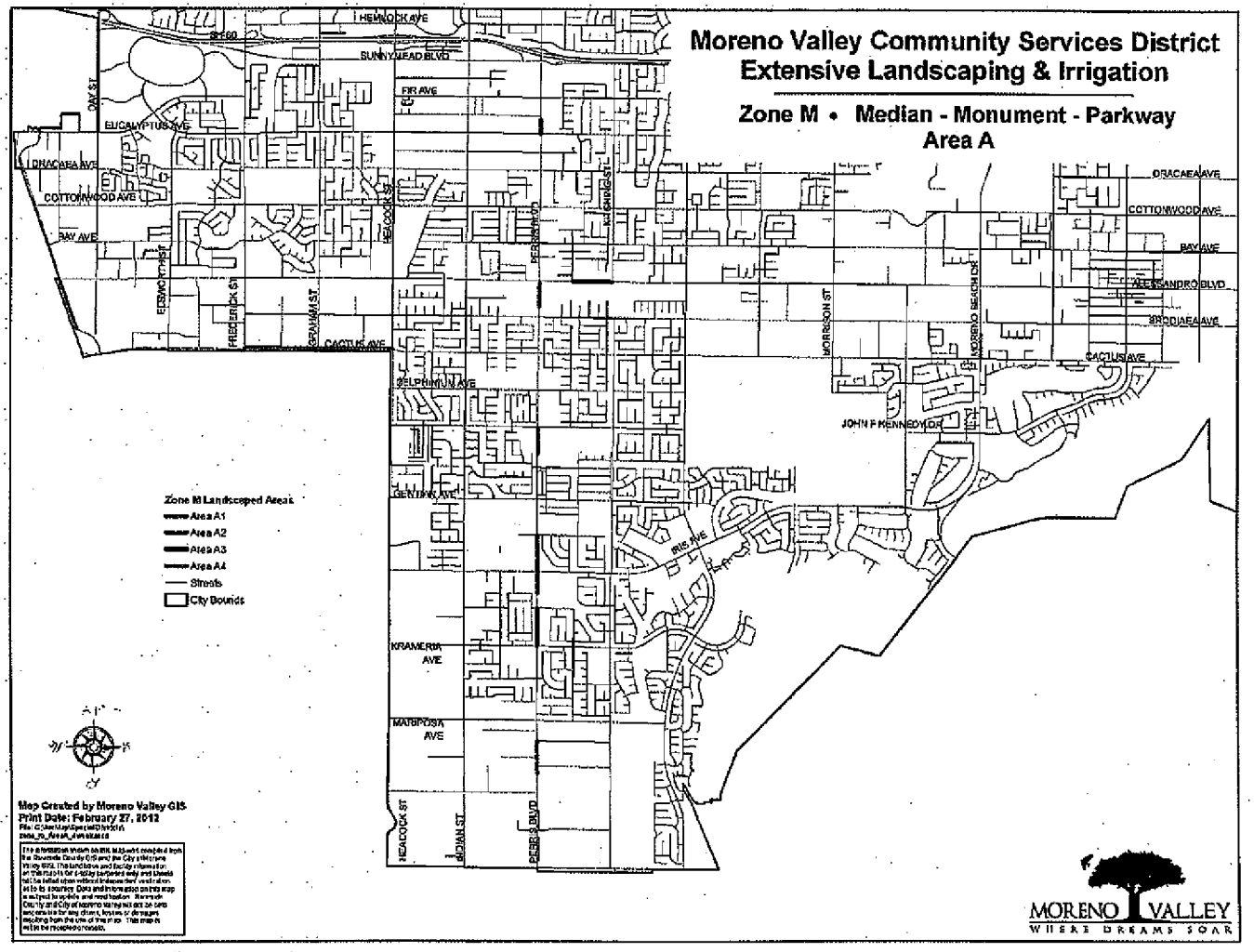

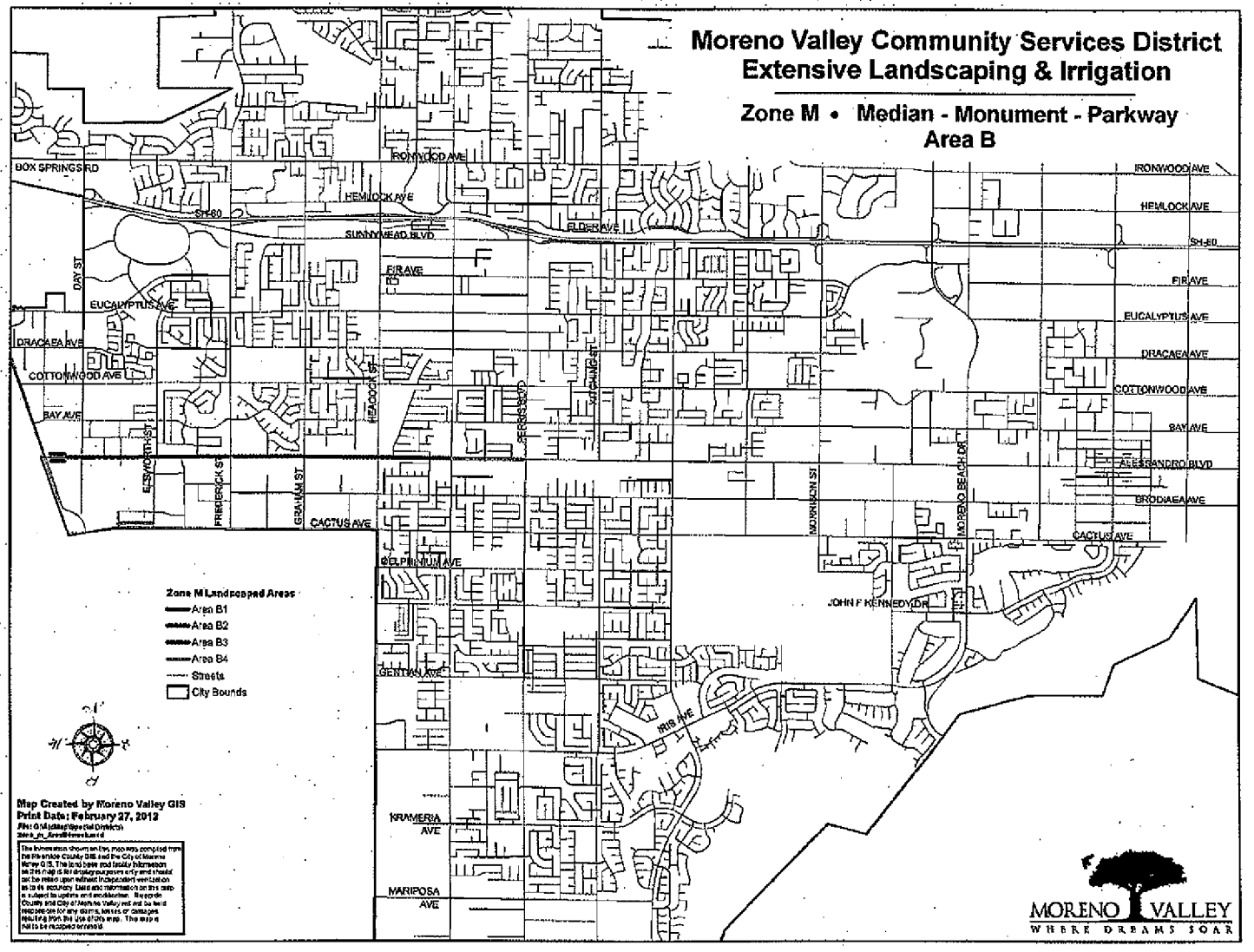
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone M • Median - Monument - Parkway
Area B
BOX SPRINGS RD
IRONWOOD AVE
HEMLOCK AVE
SH-60
SUNNYMEAD BLVD
ELDER AVE
FIR AVE
EUCALYPTUS AVE
DRACAEA AVE
COTTONWOOD AVE
BAY AVE
ALESSANDRO BLVD
BRODIAEA AVE
CACTUS AVE
DELPHINIUM AVE
JOHN F KENNEDY DR
GENTIAN AVE
IRIS AVE
KRAMERIA AVE
MARIPOSA AVE
DAY ST
ELSWORTH ST
FREDERICK ST
GRAHAM ST
HEADOCK ST
PERRIS BLVD
MORRISON ST
MORENO BEACH DR
Zone M Landscaped Areas
Area B1
Area B2
Area B3
Area B4
Streets
City Bounds
Map Created by Moreno Valley GIS
Print Date: February 27, 2012
MORENO VALLEY
WHERE DREAMS SOAR

B. Zone M - 8 WEEK ROTATION (Service Schedule Level 2)

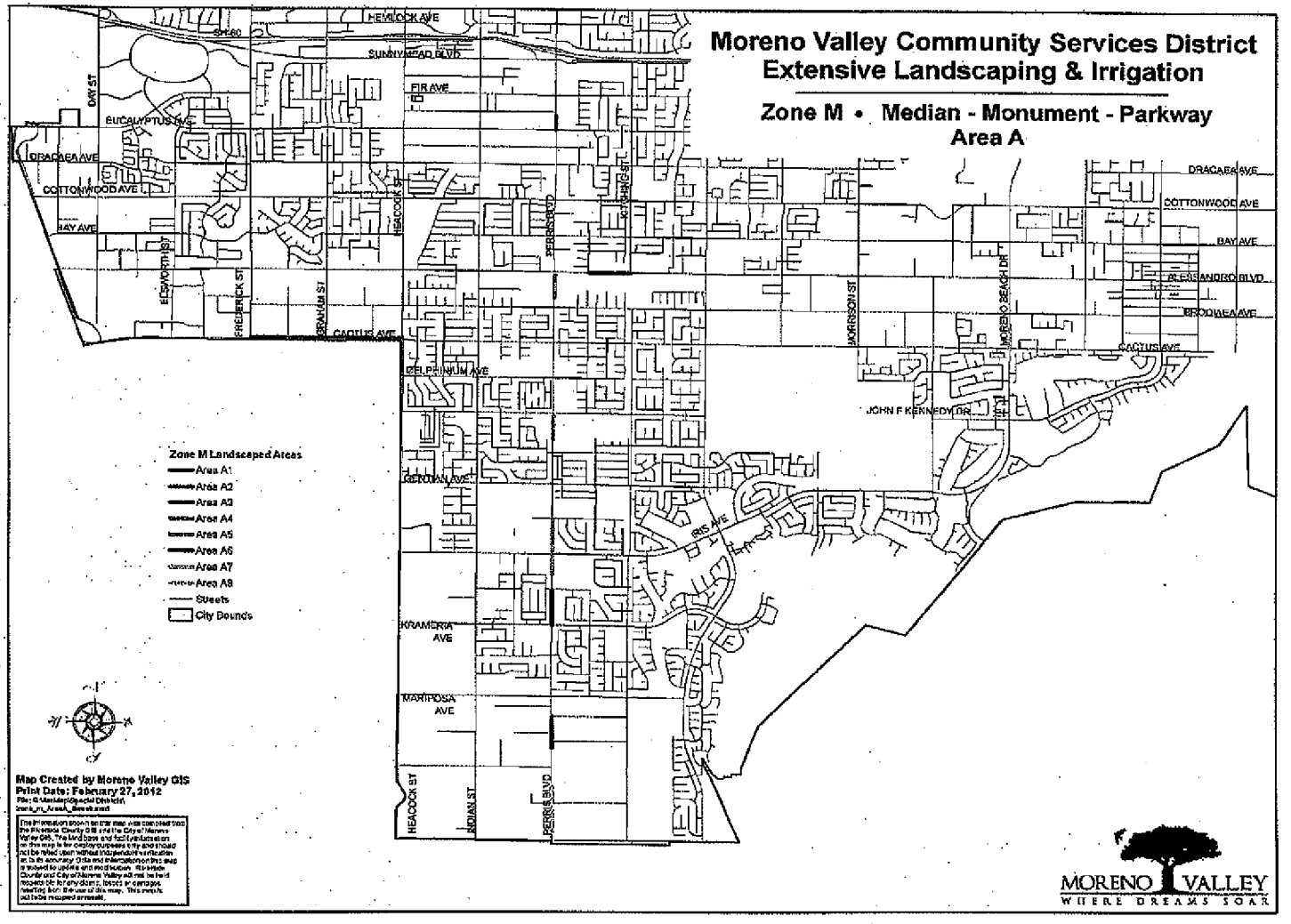

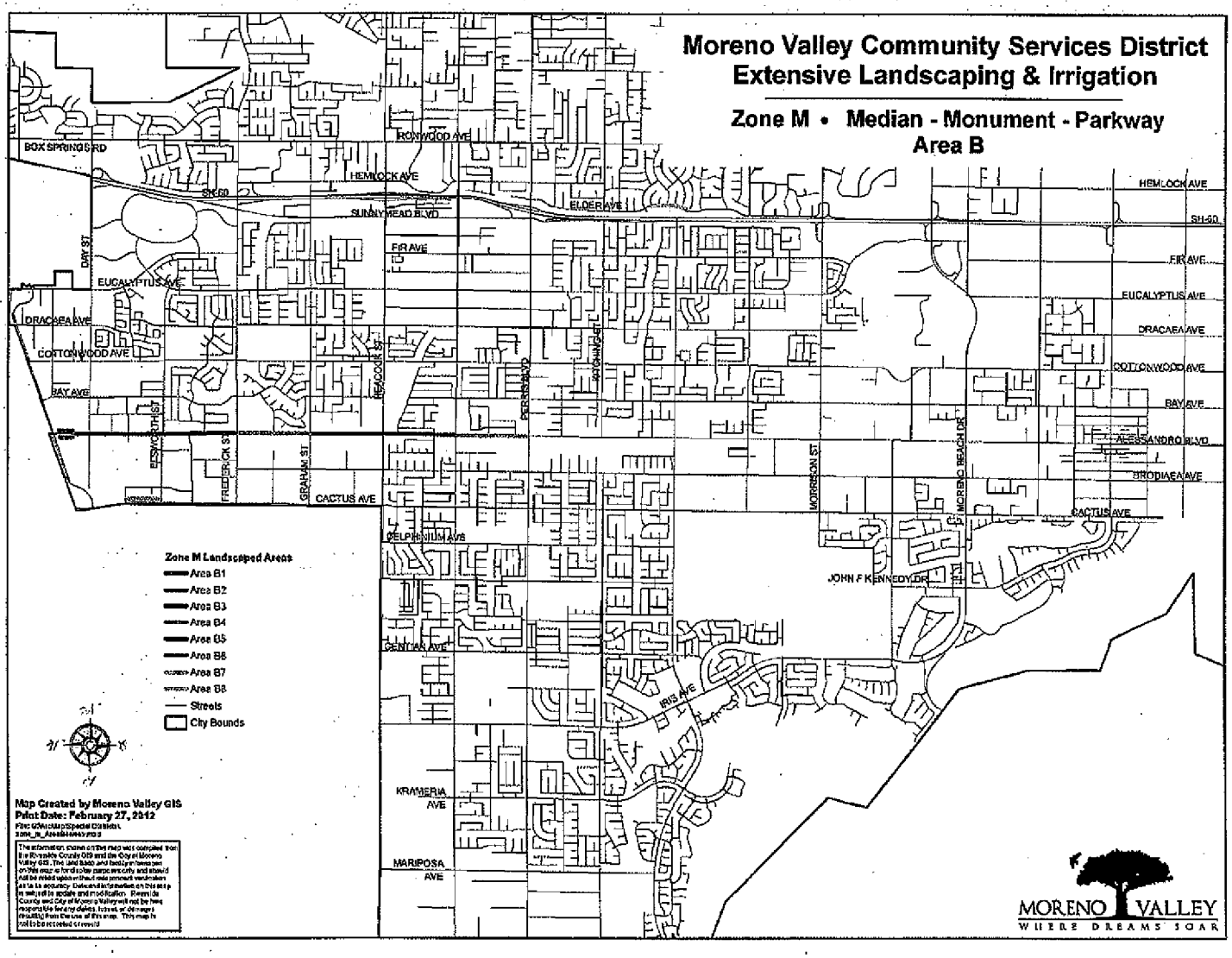
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone M • Median - Monument - Parkway
Area B
BOX SPRINGS RD
HEMLOCK AVE
SH-60
SUNNYMEAD BLVD
ELDER AVE
FIR AVE
EUCALYPTUS AVE
DRACAEA AVE
COTTONWOOD AVE
BAY AVE
ALESSANDRO BLVD
BRODIAEA AVE
CACTUS AVE
DELPHINIUM AVE
CENTIAN AVE
IRIS AVE
KRAMERIA AVE
MARIPOSA AVE
JOHN F KENNEDY DR
DAY ST
BEWICK ST
FREDERICK ST
GRAHAM ST
HEACOCK ST
PERRIS BLVD
GOTHARD ST
MORRISON ST
MORENO BEACH DR
Zone M Landscaped Areas
Area B1
Area B2
Area B3
Area B4
Area B5
Area B6
Area B7
Area B8
Streets
City Bounds
Map Created by Moreno Valley GIS
Print Date: February 27, 2012
MORENO VALLEY
WHERE DREAMS SOAR

C. Zone M - 12 WEEK ROTATION (Service Schedule Level 3)

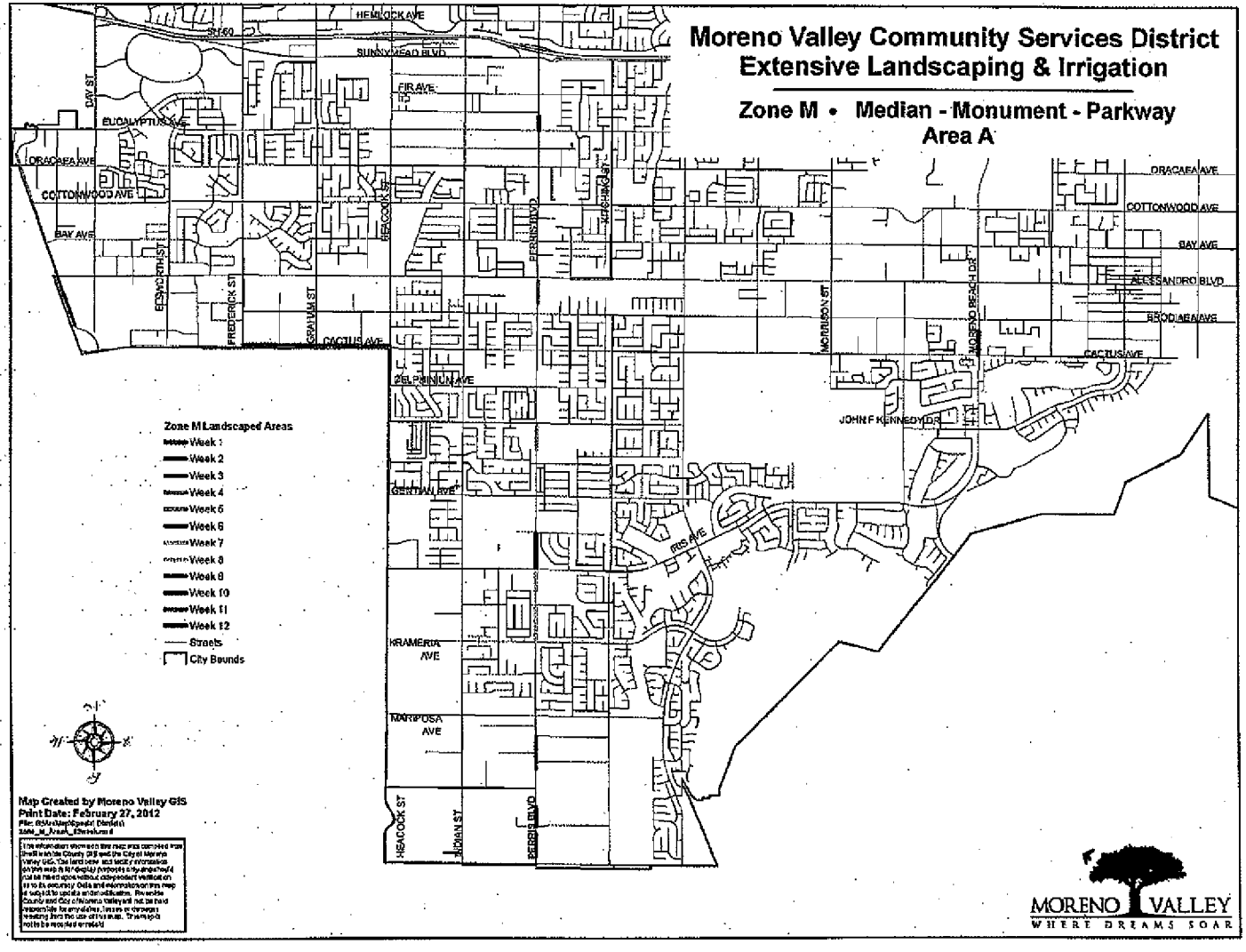

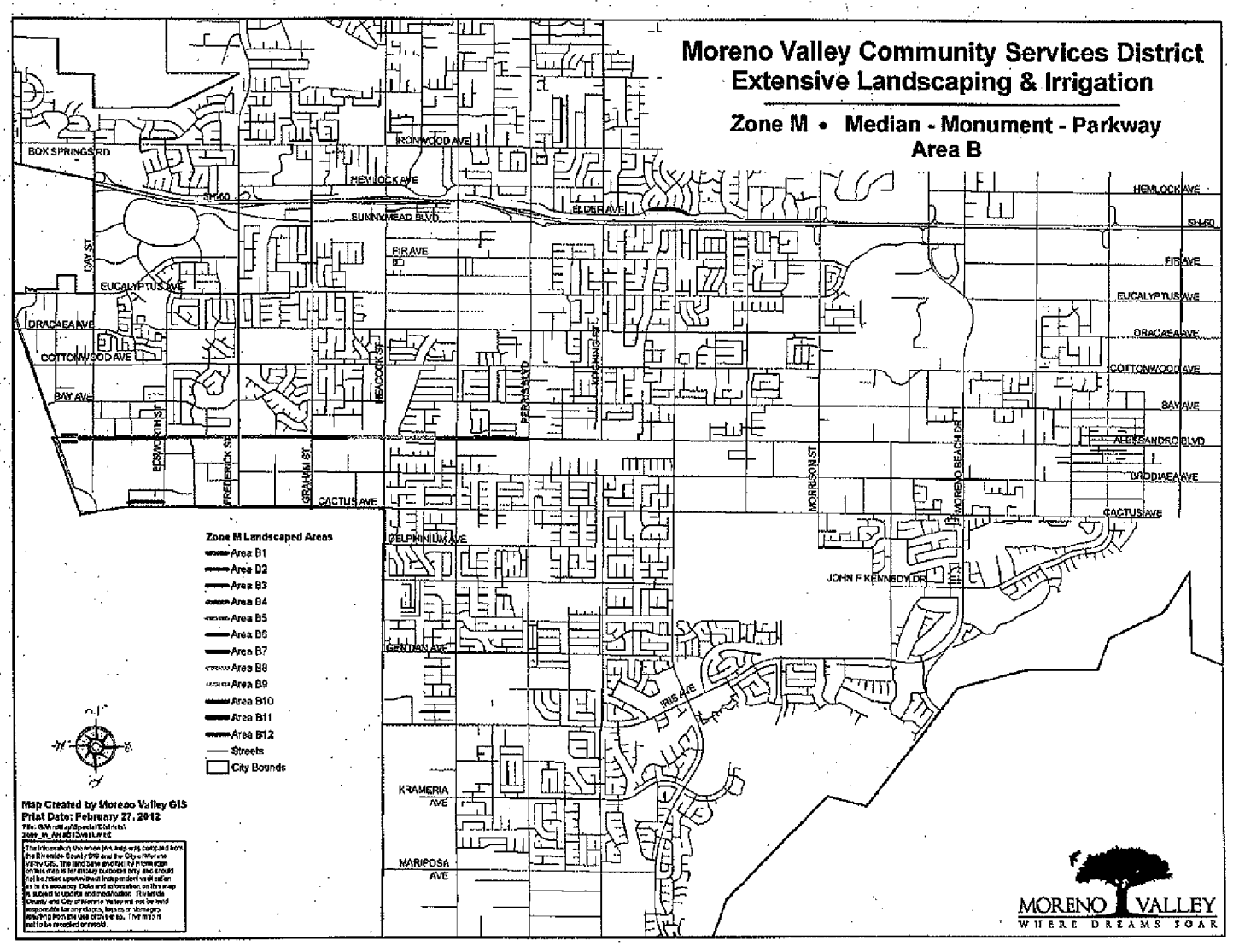
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone M • Median - Monument - Parkway
Area B
BOX SPRINGS RD
IRONWOOD AVE
HEMLOCK AVE
SUNNYMEAD BLVD
ELDER AVE
SR-60
FIR AVE
EUCALYPTUS AVE
DRACAEA AVE
COTTONWOOD AVE
BAY AVE
ALESSANDRO BLVD
BRODIAEA AVE
CACTUS AVE
DELPHINIUM AVE
JOHN F KENNEDY DR
GENTIAN AVE
IRIS AVE
KRAMERIA AVE
MARIPOSA AVE
DAY ST
EDWARDS ST
FREDERICK ST
GRAHAM ST
HEACOCK ST
PERRIS BLVD
MORRISON ST
MORENO BEACH DR
Zone M Landscaped Areas
Area B1
Area B2
Area B3
Area B4
Area B5
Area B6
Area B7
Area B8
Area B9
Area B10
Area B11
Area B12
Streets
City Bounds
Map Created by Moreno Valley GIS
Print Date: February 27, 2012
MORENO VALLEY
WHERE DREAMS SOAR

VII. PROPOSED ANNUAL MATERIAL SCHEDULE

A. Fertilizers:

List the fertilizers to be furnished to execute work tasks specified in Exhibit A. Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Growpower Fertilizer	3500 lbs.	$2,050.00
Best 23-5-10 Poly Supreme	3500 lbs.	$1,800.00

B. Pesticides:

List pesticides to be furnished to execute work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Riverdale Razor-Pro	28 gal	$550.00
Fusilade - Post grass control	3 qt.	$250.00
Ronstar - Pre-Emergent	35 bags	$3,070.00
Snail Bait	200 lbs.	$475.00

VIII. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

A. Communications:

The General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Scope of Services specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

In the field - 6:30 - 5:00 pm Area Manager - cell phone
Office - 7:00 am - 4:30 pm Office Staff
After Hours - 5:00 pm - 8:00 am Emergency phone #

B. Traffic Safety:

The General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

TruGreen Workzone Safety Program - All employees are certified (Safety Coordinator - Ray Velasquez) does weekly on site safety inspections and tailgate meetings. Traffic cones & arrow boards are used as needed.

C. **Greenwaste Recycling:**

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

Burrtec Industries
1850 Aqua Mansa Rd.
Riverside, CA 92509
(951) 685-5516

IX. LIST OF SUBCONTRACTORS

A. SUBCONTRACTORS:

In compliance with the provisions of Government Code, Section 4102, the undersigned Proposer sets forth the name and location (address) of the place of business of each subcontractor who will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
N/A		

X. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE _____

PRINTED NAME Jim Angel

TITLE Branch Manager

COMPANY NAME TruGreen LandCare

DATE March 28, 2012

XI. PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the Moreno Valley Community Services District and TruGreen LandCare, and further, the aforesaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind TruGreen LandCare to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT (PRINTED), SIGNED AND DATED

SIGNATURE _____

NAME Jim Angel

TITLE Branch Manager

COMPANY NAME TruGreen LandCare

DATE March 28, 2012

RFP NO. M/12-13

I. SCHEDULE II

BID SCHEDULE

PROPOSER: TruGreen LandCare
(Company Name)

A. SERVICE SCHEDULES Level 1 – Current Service for Area A

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Alessandro Blvd Flaming Arrow Drive to Kitching Street	Planter: 17,470 sq. ft.	$ 322.31	$ 3,867.74
Old Hwy 215 South of Alessandro Blvd	Planter: 4,328 sq. ft.	$ 79.85	$ 958.19
Perris Blvd.South of Alessandro Blvd.	Planter: 751 sq. ft.	$ 13.86	$ 166.27
Perris Blvd. North of Iris Ave.	Planter: 2,200 sq. ft.	$ 40.59	$ 487.06
Perris Blvd.North of Krameria Ave.	Planter: 3,324 sq. ft.	$ 61.33	$ 735.91
Perris Blvd. at San Michele Rd.	Planter: 5,335 sq. ft.	$ 98.43	$ 1,181.13
Perris Blvd. North of Globe St.	Planter: 4,110 sq. ft.	$ 75.83	$ 909.93
Perris Blvd. South of Globe St.	Planter: 4,950 sq. ft.	$ 91.32	$ 1,095.90
Perris Blvd. North of Eucalyptus Ave.	Planter: 1,760 sq. ft.	$ 32.47	$ 389.65
Perris Blvd. South of Iris Ave.	Planter: 5,838 sq. ft.	$ 107.71	$ 1,292.49
South side of Elder Ave. from Greenville Ave to Brewster Dr.	Planter: 7,471 sq. ft	$ 137.84	$ 1,654.03
Cactus Ave. Between Frederick St. & Heacock St	Planter: 31,232 sq. ft	$ 576.21	$ 6,914.55
Moreno Beach Dr. North of Cactus Ave.	Planter: 9,396 sq. ft	$ 173.35	$ 2,080.21
Perris Blvd. South of John F. Kennedy Dr.	Planter: 5,535 sq. ft	$ 102.12	$ 1,225.41
Service Schedule Level 1 Area A Sub-Total		$ 1,913.21	$ 22,958.47
Cost per sq. ft., per occurrence Level 1 Area A			$ 0.01845

RFP NO. M/12-13

B. SERVICE SCHEDULE Level ~~2~~ 1 – Current Service for Area B

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Alessandro Blvd. & Old Hwy 215 Monuments	Planter: 12,418 sq. ft.	$ 229.11	$ 2,749.26
	Turf: 5,477 sq. ft.	$ 101.05	$ 1,212.57
Alessandro Blvd. & Old Hwy 215 to Frederick Street	Planter: 39,098 sq. ft.	$ 721.34	$ 8,656.03
	Turf: 21,325 sq. ft.	$ 393.43	$ 4,721.21
Alessandro Blvd. & Frederick Street to Heacock Street	Planter: 33,880 sq. ft.	$ 625.07	$ 7,500.86
	Turf: 34,565 sq. ft.	$ 637.70	$ 7,652.45
Alessandro Blvd. & Heacock Street to Perris Boulevard	Planter: 15,609 sq. ft.	$ 287.98	$ 3,455.73
Cactus Avenue west of Elsworth Street	Planter: 2,500 sq. ft.	$ 46.12	$ 553.48
Service Schedule Level 2 Area B Sub-Total		$ 3,041.80	$ 36,501.53
Cost per sq. ft., per occurrence Level 2 Area B			$ 0.01845

Service Schedule Level 1 (Area A) & Level ~~2~~ 1 (Area B) Cumulative Total	$ 4,955.00	$ 59,460.00

The Total Amount of the Service Proposal shall be the cumulative total of Section A and B's cost per twelve month column, as listed on pages 87 & 88, which is based on the current service levels for the areas as identified herein Sections A & B of Schedule II:

Figures: 59,460 and 00 /100's Dollars

Words: Fifty Nine thousand four hundred sixty and 00 /100's Dollars

All work shall be performed in accordance with the terms and conditions of this Independent Contractor Agreement, which includes all General and Technical Specification Provisions as outlined herein for the Full or Reduced Services. Any modification to the number of occurrences for any service shall be made per written direction by the District. Service occurrences may be modified with 30 days advance written notice by the District.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median-monument-parkway, irrigation, and landscaping as set forth in Exhibit A of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 1 has/have been received and is/are made a part of this proposal.

Branch Manager March 28, 2012

(AUTHORIZED SIGNATURE AND TITLE) (DATE)

C. OPTIONAL SERVICE LEVELS*

*Optional Service Levels are levels of landscaping service not currently being provided. Details for each Service Schedule Level are listed in Exhibit E, Schedule I, Section V: FREQUENCY OF SERVICE TABLE, page 74. At the discretion of the Community Services District, an optional level of service other than the current service level may be requested. **PLEASE INCLUDE COSTS TO PROVIDE MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY LANDSCAPING & IRRIGATION SERVICES FOR OPTIONAL SERVICE LEVELS IN ADDITION TO THE CURRENT SERVICE LEVEL AS DESCRIBED ON PAGES 87 and 88.**

- **Service Schedule Level 2 – Optional Service for Area A**

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Alessandro Blvd Flaming Arrow Drive to Kitching Street	Planter: 17,470 sq. ft.	$ 290.08	$ 3,480.96
Old Hwy 215 South of Alessandro Blvd	Planter: 4,328 sq. ft.	$ 71.86	$ 862.37
Perris Blvd.South of Alessandro Blvd.	Planter: 751 sq. ft.	$ 12.47	$ 149.64
Perris Blvd. North of Iris Ave.	Planter: 2,200 sq. ft.	$ 36.53	$ 438.36
Perris Blvd.North of Krameria Ave.	Planter: 3,324 sq. ft.	$ 55.19	$ 662.32
Perris Blvd. at San Michele Rd.	Planter: 5,335 sq. ft.	$ 88.58	$ 1,063.22
Perris Blvd. North of Globe St.	Planter: 4,110 sq. ft.	$ 68.24	$ 818.93
Perris Blvd. South of Globe St.	Planter: 4,950 sq. ft.	$ 82.19	$ 986.31
Perris Blvd. North of Eucalyptus Ave.	Planter: 1,760 sq. ft.	$ 29.22	$ 350.69
Perris Blvd. South of Iris Ave.	Planter: 5,838 sq. ft.	$ 96.94	$ 1,163.24
South side of Elder Ave. from Greenville Ave to Brewster Dr.	Planter: 7,471 sq. ft	$ 124.05	$ 1,488.63
Cactus Ave. Between Frederick St. & Heacock St	Planter: 31,232 sq. ft	$ 518.59	$ 6,223.10
Moreno Beach Dr. North of Cactus Ave.	Planter: 9,396 sq. ft	$ 156.02	$ 1,872.19
Perris Blvd. South of John F. Kennedy Dr.	Planter: 5,535 sq. ft	$ 91.91	$ 1,102.87
Service Schedule Level 2 Area A Sub-Total		$ 1,721.89	$ 20,662.62
Cost per sq. ft., per occurrence Level 2 Area A			$ 0.0166

- **Service Schedule Level 3 – Optional Service for Area A**

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Alessandro Blvd Flaming Arrow Drive to Kitching Street	Planter: 17,470 sq. ft.	$ 273.96	$ 3,287.58
Old Hwy 215 South of Alessandro Blvd	Planter: 4,328 sq. ft.	$ 67.87	$ 814.46
Perris Blvd.South of Alessandro Blvd.	Planter: 751 sq. ft.	$ 11.78	$ 141.33
Perris Blvd. North of Iris Ave.	Planter: 2,200 sq. ft.	$ 34.50	$ 414.01
Perris Blvd.North of Krameria Ave.	Planter: 3,324 sq. ft.	$ 52.13	$ 625.52
Perris Blvd. at San Michele Rd.	Planter: 5,335 sq. ft.	$ 83.66	$ 1,003.96
Perris Blvd. North of Globe St.	Planter: 4,110 sq. ft.	$ 64.45	$ 773.44
Perris Blvd. South of Globe St.	Planter: 4,950 sq. ft.	$ 77.63	$ 931.51
Perris Blvd. North of Eucalyptus Ave.	Planter: 1,760 sq. ft.	$ 27.60	$ 331.20
Perris Blvd. South of Iris Ave.	Planter: 5,838 sq. ft.	$ 91.55	$ 1,098.62
South side of Elder Ave. from Greenville Ave to Brewster Dr.	Planter: 7,471 sq. ft	$ 117.16	$ 1,405.92
Cactus Ave. Between Frederick St. & Heacock St	Planter: 31,232 sq. ft	$ 489.78	$ 5,877.37
Moreno Beach Dr. North of Cactus Ave.	Planter: 9,396 sq. ft	$ 147.35	$ 1,768.18
Perris Blvd. South of John F. Kennedy Dr.	Planter: 5,535 sq. ft	$ 86.80	$ 1,041.60
Service Schedule Level 3 Area A Sub-Total		$ 1,626.22	$ 19,514.70
Cost per sq. ft., per occurrence Level 3 Area A			$ 0.0157

RFP NO. M/12-13

- **Service Schedule Level ~~1~~ 2 – Optional Service for Area B**

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Alessandro Blvd. & Old Hwy 215 Monuments	Planter: 12,418 sq. ft.	$ 206.19	$ 2,474.33
	Turf: 5,477 sq. ft.	$ 90.94	$ 1,091.31
Alessandro Blvd. & Old Hwy 215 to Frederick Street	Planter: 39,098 sq. ft.	$ 649.20	$ 7,790.43
	Turf: 21,325 sq. ft.	$ 354.09	$ 4,249.09
Alessandro Blvd. & Frederick Street to Heacock Street	Planter: 33,880 sq. ft.	$ 562.56	$ 6,750.72
	Turf: 34,565 sq. ft.	$ 573.93	$ 6,887.21
Alessandro Blvd. & Heacock Street to Perris Boulevard	Planter: 15,609 sq. ft.	$ 259.18	$ 3,110.15
Cactus Avenue west of Elsworth Street	Planter: 2,500 sq. ft.	$ 41.51	$ 498.13
Service Schedule Level ~~1~~ 2 Sub-Total		$ 2,737.62	$ 32,851.38
Cost per sq. ft., per occurrence Level 1 Area B			$ 0.0166

- **Service Schedule Level 3 – Optional Service for Area B**

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Alessandro Blvd. & Old Hwy 215 Monuments	Planter: 12,418 sq. ft.	$ 194.74	$ 2,336.87
	Turf: 5,477 sq. ft.	$ 85.89	$ 1,030.68
Alessandro Blvd. & Old Hwy 215 to Frederick Street	Planter: 39,098 sq. ft.	$ 613.14	$ 7,357.62
	Turf: 21,325 sq. ft.	$ 334.42	$ 4,013.03
Alessandro Blvd. & Frederick Street to Heacock Street	Planter: 33,880 sq. ft.	$ 531.31	$ 6,375.68
	Turf: 34,565 sq. ft.	$ 542.05	$ 6,504.59
Alessandro Blvd. & Heacock Street to Perris Boulevard	Planter: 15,609 sq. ft.	$ 244.78	$ 2,937.37
Cactus Avenue west of Elsworth Street	Planter: 2,500 sq. ft.	$ 39.21	$ 470.46
Service Schedule Level 3 Sub-Total		$ 2,585.53	$ 31,026.30
Cost per sq. ft., per occurrence Level 3 Area B			$ 0.0157

PROPOSER: TruGreen LandCare
(Company Name)

Branch Manager March 28, 2012
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

D. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work, and Routine Irrigation Repair, include, but are not limited to: Exhibits A and C.

1. UNIT PRICES (Includes all labor and materials)

a. 1 gal. shrub/vine/ground cover in place	@	$ 8.00	ea
b. 5 gal. shrub/vine/ground cover in place	@	$ 25.00	ea
c. 5 gal. tree in place (stakes included)	@	$ 32.00	ea
d. 15 gal. tree in place (stakes included)	@	$ 80.00	ea
e. 24" box tree in place (stakes included)	@	$ 275.00	ea
f. 36" box tree in place (stakes included)	@	$ 675.00	ea
g. Flat of ground cover in place	@	$ 23.00	ea
h. Fertilizer application	@	$ 0.004	/sq. ft.
i. Planter bed mulch in place	@	$ 37.00	/cu. yd.
j. Additional labor	@	$ 30.00	/man hour
k. Additional irrigation technician	@	$ 55.00	/man hour

2. Irrigation repair parts for routine repairs @ cost plus 15 %.

3. Unit prices for Additional Landscape Areas per Exhibit C, Section 2 shall be as follows:

   a. Per Schedule II, Sections A or B cost per sq. ft., per occurrence depending upon the area in which additional work will be added.

   Or

   b. Per Schedule II, Section C as follows:

      1. Per Schedule II, Section C, Service Schedule, Level 2, Optional Service cost per sq. ft., per occurrence for Area A. $0.0166

      2. Per Schedule II, Section C, Service Schedule, Level 3, Optional Service cost per sq. ft., per occurrence for Area A. $0.0157

      3. Per Schedule II, Section C, Service Schedule, Level ~~1~~ 2, Optional Service cost per sq. ft., per occurrence for Area B. $0.0166

      4. Per Schedule II, Section C, Service Schedule, Level 3, Optional Service cost per sq. ft., per occurrence for Area B. $0.0157

4. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: TruGreen LandCare
(Company Name)

Branch Manager March 28, 2012
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

II. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, (Schedule II) A. "Bid Schedule"):

Fifty Nine thousand Four Hundred Sixty 00/100
(Dollar Amount in Words)

$ $59,460.00
(Dollar Amount in Figures)

Date: March 28, 2012

Proposer: TruGreen Land Care
(Company Name)

By: [signature]
(Signature)

Title: Branch Manager

State License Number and Classification: 970508 C27/D49

If a corporation, complete the following: N/A

INCORPORATED UNDER LAWS OF THE STATE OF _____

PRESIDENT _____

(Corporate Seal)

SECRETARY _____

III. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is a cashier's check, a certified check, or a Proposal Surety Bond for 10 % , payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated March 28, 2012

Signature of Proposer _____

By Jim Angel, Branch Manager

Address of Proposer 1616 Marlborough Ave, Bldg 5.
Riverside, CA 92507

Telephone Number of Proposer (951) 688-6880

Names and Addresses of Members of the Company:

Partners: TruGreen LandCare L.L.C.
TruGreen Companies L.L.C.

(If a Corporation)

Signature of Proposer _____

By _____

Title _____

Business Address _____

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of _____

State License Number and Classification _____

PRESIDENT _____

SECRETARY _____

TREASURER _____

(Corporate Seal)

RFP NO. M/12-13

IV. PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we TRUGREEN LANDCARE, A CALIFORNIA GENERAL PARTNERSHIP, as principals, and LIBERTY MUTUAL INSURANCE COMPANY, a duly authorized corporate surety: Business Address 790 THE CITY DRIVE SOUTH, SUITE 200, ORANGE CA 92868, Phone (714) 634-5714, are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of TEN PERCENT OF TOTAL BID AMOUNT Dollars, ($10% OF TOTAL BID), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly, and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(~~s~~) (is) (~~are~~) about to hand in and submit to the Board of Directors of the Moreno Valley Community Services **District, a proposal for PROJECT NO. M/12-13 -, ZONE M (MEDIANS) MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY LANDSCAPING AND IRRIGATION**, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said Board of Directors, and if the said principal shall fail or neglect to enter into a Contract therefore within the required time, then in that case the undersigned obligors will pay to the Moreno Valley Community Services District the full sum of ONE HUNDRED DOLLARS PER WORKING DAY Dollars, ($ 100.00/WORKING DAY), as liquidated damages for such failure and neglect.

WITNESS our hands this 28TH day of MARCH, 20 12.

(SIGNATURE PAGE FOLLOWS)

RFP NO. M/12-13

Proposal Surety Bond (cont.)

PRINCIPAL	CORPORATE SURETY
Name: TRUGREEN LANDCARE, A CALIFORNIA GENERAL PARTNERSHIP	Name: LIBERTY MUTUAL INSURANCE COMPANY
Address: 1616 MALBOROUGH AVE., BUILDING S	Address: 790 THE CITY DRIVE SOUTH, SUITE 200
RIVERSIDE, CA 92507	ORANGE, CA 92868
Tel. No.: (909) 721-8464	Tel. No.: (714) 634-5714
By: Heather Win	By: Janina Monroe
HEATHER WIN, ATTORNEY-IN-FACT	JANINA MONROE, Attorney-in-Fact

SIGNING INSTRUCTIONS

- **The Bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.**
- **The Bond shall include attached Notary Certificates for the Attorney-in-Fact and the Principal.**
- **The Bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).**
- **The Bond shall include the address at which the Principal and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).**

If any of the above items are omitted, the proposal will be considered non-responsive and will be rejected.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On MARCH 28, 2012 (Date) before me, MISTY DAWN WRIGHT, NOTARY PUBLIC (Here Insert Name and Title of the Officer),

personally appeared HEATHER WIN (Name(s) of Signer(s)),

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

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

Witness my hand and official seal.

Signature _____ (Signature of Notary Public) MISTY DAWN WRIGHT

MISTY DAWN WRIGHT
COMM. #1896716
Notary Public California
LOS ANGELES COUNTY
My Comm. Exp. JULY 24, 2014

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: BID BOND FOR TRUGREEN LANDCARE, A CALIFORNIA GENERAL PARTNERSHIP

Document Date: MARCH 28, 2012 Number of Pages: _____

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☒ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On MARCH 28, 2012 (Date) before me, MISTY DAWN WRIGHT, NOTARY PUBLIC (Here Insert Name and Title of the Officer),

personally appeared JANINA MONROE (Name(s) of Signer(s)),

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

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

Witness my hand and official seal.

Signature _____ (Signature of Notary Public) MISTY DAWN WRIGHT

MISTY DAWN WRIGHT
COMM. #1896716
Notary Public California
LOS ANGELES COUNTY
My Comm. Exp. JULY 24, 2014

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: BID BOND FOR TRUGREEN LANDCARE, A CALIFORNIA GENERAL PARTNERSHIP

Document Date: MARCH 28, 2012 Number of Pages: _____

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☒ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
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TRUGREEN LandCare℠

POWER OF ATTORNEY

TruGreen LandCare L.L.C. ("TruGreen"), a Delaware Limited Liability Company, with its principal place of business located at 9416 Doctor Perry Road, Ijamsville, Maryland 21754, and a Federal Employer Identification Number of 36-4313318, hereby constitutes and appoints, jointly and severally, the employees of Lockton Insurance Brokers LLC ("Lockton") identified below, as its true and lawful attorney-in-fact, to execute all surety bonds with a face amount of up to $1,000,000 issued on behalf of TruGreen or any of TruGreen's direct and/or indirect subsidiaries as set forth herein.

EMPLOYEE	LOCATION
Paul Boucher	Lockton Insurance Brokers LLC-Los Angeles
Janina Monroe	Lockton Insurance Brokers LLC-Irvine
Jeremy Yeung	Lockton Insurance Brokers LLC-Los Angeles
Alan M. Weiss	Lockton Insurance Brokers LLC-Los Angeles
Richard A. Roderick	Lockton Insurance Brokers LLC-Los Angeles
Heather Win	Lockton Insurance Brokers LLC-Los Angeles
Misty Wright	Lockton Insurance Brokers LLC-Los Angeles
Debra J. Scarborough	Lockton Insurance Brokers LLC-Kansas City
Christy M. McCart	Lockton Insurance Brokers LLC-Kansas City

This Power of Attorney shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days' written notice.

This Power of Attorney shall include the following direct and indirect subsidiaries of TruGreen and any and all direct and/or indirect subsidiaries that are acquired or formed by TruGreen after the execution of this Power of Attorney.

SUBSIDIARIES	FEDERAL EMPLOYER IDENTIFICATION NUMBER
TruGreen LandCare, a California General Partnership	36-4313318
TruGreen LandCare of Nevada L.L.C.	36-4345959
TruGreen LandCare of Alabama L.L.C.	36-4345958
Minnesota Lawn Maintenance, Inc.	41-1766873

IN WITNESS WHEREOF, the individual signing below affirms his/her authority to sign this Power Of Attorney on behalf of TruGreen LandCare L.L.C. and to grant the powers contained herein.

Dated this 6 th day of October, 2011

TruGreen LandCare L.L.C.

By: _____
Mac McIlvried, President & CEO

(Signature to be notarized)

~~~
~~~

2969271

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

PAUL BOUCHER, JANINA MONROE, THOMAS G. MCCALL, JEREMY YEUNG, ALL OF THE CITY OF LOS ANGELES, STATE OF CALIFORNIA

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100**********DOLLARS ($ **50,000,000.00**********) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 21st day of June, 2010.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 21st day of June, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this MAR 26 2012 day of

By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

MV00206037

TRUGREEN LandCare℠

DESIGNATION OF REPRESENTATIVE

I, Debra Wood, Chief Financial Officer of TruGreen LandCare L.L.C., the general partner of TRUGREEN LANDCARE, a California general partnership ("Company"), with full power and authority, do hereby authorize and direct Jim Angel, Branch Manager, TruGreen LandCare, 1616 Marlborough, Building S, Riverside, California 92507 to represent the Company to execute any and all bid documents, related contracts and documents to effectuate the terms of the contract for Moreno Valley Community Services District R.F.P. #M/12-13 – Maintenance of Median-Monument-Parkway Landscaping and Irrigation entered into on behalf of the Company with the Moreno Valley Community Services District.

This Designation of Representative expires at midnight on March 28, 2013.

TRUGREEN LANDCARE, a California general Partnership

By: TruGreen LandCare L.L.C.,
Its: General Partner

By: Debra Wood
Debra Wood
Chief Financial Officer

Dated: March 28, 2012

STATE OF Maryland }
COUNTY OF Frederick }

Before me, Nancy Pope, a Notary Public for said State and County, personally appeared DEBRA WOOD, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged herself to be the Chief Financial Officer of TruGreen LandCare L.L.C., a Delaware limited liability company, the General Partner of TRUGREEN LANDCARE, the within named bargainor, a California general partnership, and that she as such Chief Financial Officer, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand, at office, this 28th day of March, 2012.

Nancy Pope
Notary Public

My Commission Expires:

NOTARY PUBLIC SEAL STATE OF MARYLAND
NANCY POPE
Notary Public
Frederick Co., MD
My Comm. Exps. Aug. 4, 2015

Item No. B.9

MV00206038

RFP NO. M/12-13

V. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF)§ Riverside

(NAME) James Angel, affiant being first duly sworn, deposes and says:

That he or she is Branch Manager of
(sole owner, partner or other proper title)

TruGreen LandCare the party making the
(Contractor)

foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: TruGreen LandCare

Bidder's Address: 1616 Marlborough Ave, Bldg. S
Riverside, CA 92507

Telephone No.: (951) 688-6880

James Angel
(Signature of Bidder)

Branch Manager
(Title)

ALL SIGNATURES MUST BE NOTARIZED

State of California
County of RIVERSIDE
Subscribed and sworn to (or affirmed) before me on this 28TH day of MARCH 2012 by JAMES ANGEL
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.
Signature P. Kesuma

P. KESUMA
Commission # 1931083
Notary Public - California
Riverside County
My Comm. Expires Apr 17, 2015

APPENDIX A: PREVAILING WAGE DETERMINATION

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

DETERMINATION: SC-LML-2008-1
ISSUE DATE: February 22, 2008
EXPIRATION DATE OF DETERMINATION: December 31, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

		Employer Payments					Straight-Time		Overtime
LOCALITY:	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2X
Imperial	$8.00	-	-	[a]0.115	0.17	-	8	[b]8.285	[b]12.285
Inyo, Mono and San Bernardino	8.00	-	-	0.30	0.17	-	8	8.47	12.47
Kern	8.00	-	-	[c]0.16	0.17	-	8	[b]8.33	[b]12.33
	10.00	-	-	[d]0.27	0.46	-	8	[b]10.73	[b]15.73
Los Angeles	8.00	0.89	-	[e]0.115	0.14	-	8	[b]9.145	[b]13.145
Orange	8.00	-	-	[f]0.11	0.11	-	8	[b]8.22	[b]12.22
Riverside	8.00	-	-	[g]0.20	0.16	-	8	[b]8.36	[b]12.36
San Diego	8.00	-	-	0.22	0.115	-	8	8.335	12.335
	8.00	-	-	0.24	0.12	-	8	8.36	12.36
San Luis Obispo	8.00	-	-	[h]0.15	0.15	-	8	8.30	12.30
	8.00	-	-	[i]0.16	0.16	-	8	8.32	12.32
Santa Barbara	8.00	-	-	[j]0.12	0.12	-	8	[b]8.24	[b]12.24
	8.00	-	-	[k]0.13	0.13	-	8	[b]8.26	[b]12.26
Ventura	8.00	-	-	0.115	0.16	-	8	8.275	12.275
	8.00	2.97	-	[l]0.19	0.26	-	8	[b]11.42	[b]15.42

Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

[a] $0.22 after 3 years of service.
[b] Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
[c] $0.31 after 2 years of service.
[d] $0.54 after 2 years of service: $0.81 after 3 years of service.
[e] $0.24 after 3 years of service: $0.37 after 7 years of service.
[f] $0.22 after 4 years of service.
[g] $0.40 after 3 years of service.
[h] $0.23 after 2 years of service.
[i] $0.27 after 2 years of service.
[j] $0.38 after 3 years of service.
[k] $0.29 after 2 years of service.
[l] $0.31 after 2 years of service.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Travel and subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

18C

APPENDIX B: MONTHLY LANDSCAPE SERVICES REPORT FORM

PROJECT NO._____

MONTHLY LANDSCAPE SERVICES REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT

MONTH OF _____, 20___

MAINTENANCE • DATE(S) • AREA • SERVICE TYPE: MOW/EDGE TRIM/PRUNE-WEED LITTER-IRRIGATION ETC.	FERTILIZER • DATE(S) • AREA • PRODUCT/ANALYSIS • AMOUNT/AREA • CROP	PESTICIDES • DATE(S) • PRODUCT USED • AMOUNT USED • AREA • TARGET PEST	COMPLAINTS • DATE(S) RECEIVED • AREA/LOCATION • COMPLAINT/ACTION • DATE CORRECTED • CORRECTIVE ACTION	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED • CORRECTIVE ACTION
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

APPENDIX B: WEEKLY IRRIGATION REPORT FORM

WEEKLY IRRIGATION REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT

CONTROLLER NO. _____ FOR MONTH OF _____, 20___

STATION NO. _____ PROJECT NO._____

	DATE(S) CHECKED	PROBLEM(S) IDENTIFIED	CORRECTIVE ACTIONS • DATE CORRECTED • CORRECTIVE ACTION DETAILS	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

APPENDIX C: GREENWASTE REPORT FORM

MORENO VALLEY COMMUNITY SERVICES DISTRICT
-MONTHLY GREENWASTE REPORT-
FOR

MONTH:_____ YEAR:_____

1. Source of greenwaste (Project No./Location):_____

   _____

2. Amount of greenwaste generated from above source (by weight):
   _____LBS. –or- TONS.

3. Name, address, and phone number of recycle accepting greenwaste:
   - Company Name:_____
   - Address: _____

     _____
   - Phone Number: (_____)_____

4. Amount of greenwaste-source products (mulch, compost, top dressing, and soil amendments, etc.) furnished to Project (by weight):

   _____ LBS. -or- TONS.

5. Name, address, and phone number of recycle supplying greenwaste-source products to Project (if different from No. 3 above):

   _____

   _____

   _____

6. Number of times turf mowed this month:_____

7. Number of times turf mowed without clippings caught:_____

CONTRACTOR:_____

ADDRESS:_____

PHONE:_(_____)_____

ACORD®

CERTIFICATE OF LIABILITY INSURANCE 4/29/2013

DATE (MM/DD/YYYY) 6/13/2012

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

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

PRODUCER
Lockton Insurance Brokers, LLC
725 S. Figueroa Street, 35th Fl.
CA License #0F15767
Los Angeles CA 90017
(213) 689-0065

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company NY	16535
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1342002 TruGreen LandCare, LLC
9416 Doctor Perry Road
Ijamsville MD 21754

COVERAGES TRULA01 D6 CERTIFICATE NUMBER: 11855056 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC	Y	N	GLO 4783593 01	4/29/2012	4/29/2013	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 10,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC 4783592 01	4/29/2012	4/29/2013	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

RISK MANAGEMENT
Approved
M. Alonzo 6-21-12
By Date

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Moreno Valley, the City of Moreno Valley Community Services District , and the Moreno Valley Housing Authority, their officers, employees and agents are named as additional insured. This insurance is primary and non contributory in regards to the general liability.

2012 JUN 25 PM 2:44

CERTIFICATE HOLDER

11855056
City of Moreno Valley
14177 Frederick Street
PO Box 88005
Moreno Valley CA 92552

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Timothy G. Name

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POLICY NUMBER: GLO 4783593-00
ENDORSEMENT NO.: 1

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

POLICY NUMBER	EFF. DATE OF POLICY	EXP. DATE OF POLICY	EFF. DATE OF ENDT	PRODUCER NO.	ADD'L PREMIUM	RETURN PREMIUM
GLO4783593-01	4/29/2012	4/29/2013	06/16/2011	75428-000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: TruGreen Landcare, LLC
Address (including ZIP Code): 860 Ridge Lake Boulevard
Memphis, TN 38120

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority, their officers, employees and agents	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE 4/29/2013

DATE (MM/DD/YYYY) 6/26/2012

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

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

PRODUCER
Lockton Insurance Brokers, LLC
725 S. Figueroa Street, 35th Fl.
CA License #0F15767
Los Angeles CA 90017
(213) 689-0065

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Company A+(XV)	16535
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
1340830 TruGreen LandCare, LLC
9416 Doctor Perry Road
Ijamsville MD 21754

COVERAGES TRULA01 D6 CERTIFICATE NUMBER: 11855056 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC	Y	N	GLO 4783593 01	4/29/2012	4/29/2013	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 10,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	N	N	BAP 4783594 01	4/29/2012	4/29/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		NOT APPLICABLE			WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$ XXXXXXX
							E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority, their officers, employees and agents are named as additional insured. This insurance is primary and non contributory in regards to the general liability.

RISK MANAGEMENT
Approved
6-27-12

CERTIFICATE HOLDER

By Date

11855056
City of Moreno Valley
14177 Frederick Street
PO Box 88005
Moreno Valley CA 92552

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Additional Insured - Automatic - Owners, Lessees Or Contractors **ZURICH**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO 4783593 01 ✓	4/29/2012	4/29/2013	4/29/2012			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: TruGreen Landcare, L.L.C.

A. Section II - Who Is An Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.

B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under **Section I - Coverage A - Bodily Injury And Property Damage Liability** and **Section I - Coverage B - Personal And Advertising Injury Liability**, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf,

and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement, performed for the additional insured person or organization.

C. However, regardless of the provisions of Paragraphs **A.** and **B.** above:

1. We will not extend any insurance coverage to any additional insured person or organization:

a. That is not provided to you in this policy; or

b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and

2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:

a. The Limits of Insurance provided to you in this policy; or

b. The Limits of Insurance you are required to provide in the written contract or written agreement.

D. The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

Attachment Code: D464980
Certificate ID: 11855056

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities.

E. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

2. We receive written notice of a claim or "suit" as soon as practicable; and

3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F. For the coverage provided by this endorsement:

1. The following paragraph is added to Paragraph **4.a.** of the Other Insurance Condition of **Section IV - Commercial General Liability Conditions:**

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of **Section IV - Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

All other terms and conditions of this policy remain unchanged.

Attachment Code: D464300
Certificate ID: 11855056

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MV00206049

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone M • Median - Monument - Parkway

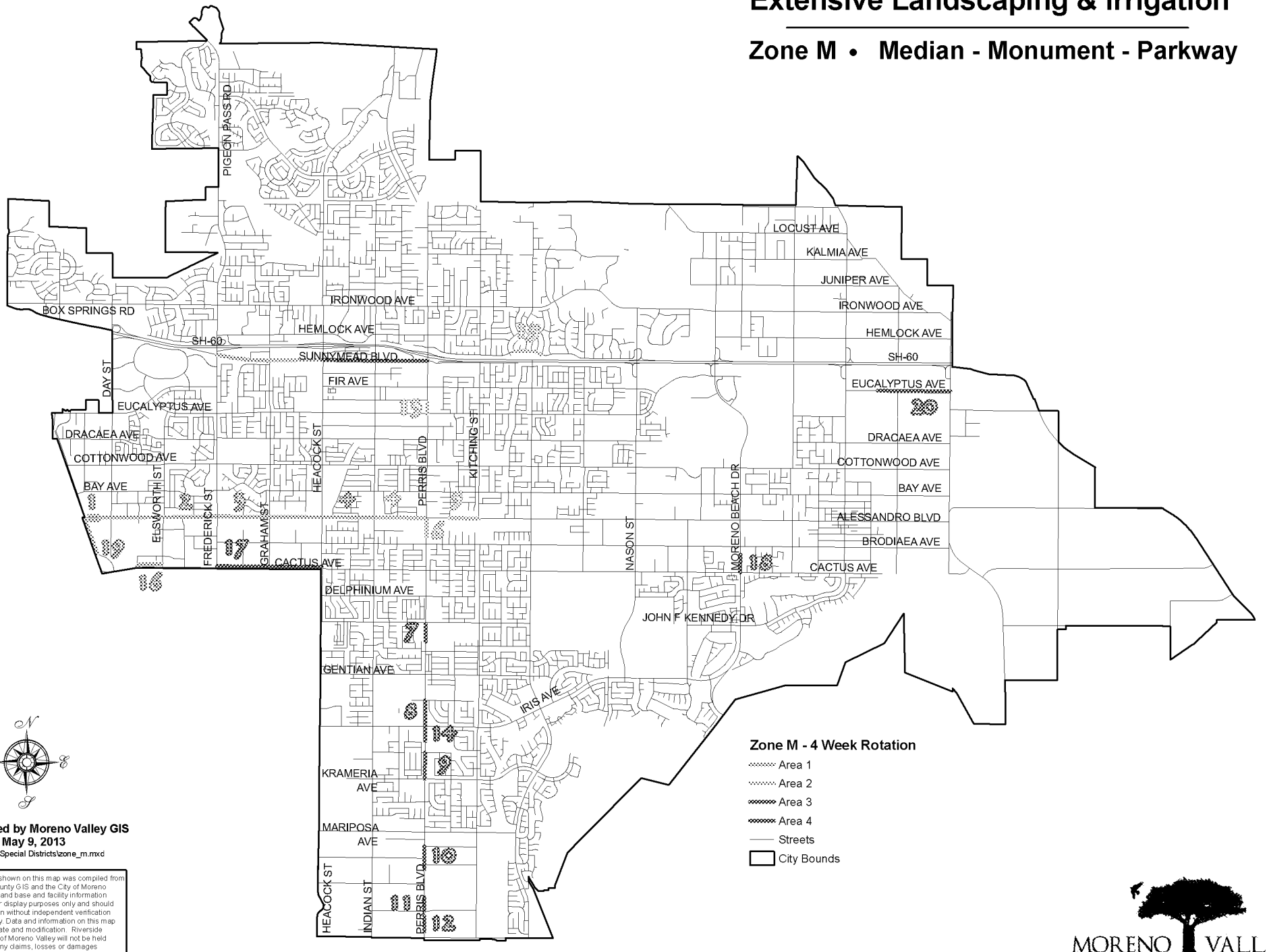

Map Created by Moreno Valley GIS
Print Date: May 9, 2013
File: G:\ArcMap\Special Districts\zone_m.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone M • Medians - Monuments - Parkways

Alessandro Boulevard Medians & Monuments

1. Old Hwy 215 Monuments
   - 17,895 square feet (includes 5,477 sq.ft. turf)
   - 8 trees
   - 4 remote control valves - 1 controller
2. Old Hwy 215 to Frederick Street
   - 60,423 square feet (includes 21,325 sq.ft. turf)
   - 75 trees
   - 32 remote control valves - 2 controllers
3. Frederick Street to Heacock Street
   - 68,445 square feet (includes 34,565 sq.ft. turf)
   - 64 trees
   - 22 remote control valves - 2 controllers
4. Heacock Street to Perris Boulevard
   - 15,609 square feet
   - 4 trees
   - 4 remote control valves - 2 controllers
5. Flaming Arrow Dr to Kitching St
   -17,470 square feet
   -21 trees
   -16 valves - 1 controller

Perris Boulevard Medians

6. South of Alessandro Boulevard
   - 751 square feet
   - 1 tree
   - 2 remote control valves - 1 controller
7. South of John F. Kennedy Drive
   - 5,535 square feet
   - 15 trees
   - 8 remote control valves - 1 controller
8. North of Iris Ave
   - 2,200 square feet
   - 7 trees
   - 4 valves - 1 controller
9. North of Krameria Avenue
   - 3,324 square feet
   - 5 trees
   - 3 valves - 1 controller
10. At San Michele Road
    - 5,335 square feet
    - 10 trees
    - 6 valves - 1 controller
11. Perris Blvd (North of Globe St)
    - 4,110 square feet
    - 8 trees
    - 1 controller
12. Perris Blvd (South of Globe St)
    - 4,950 square feet
    - 12 trees
    - 7 valves - 1 controller
13. Perris Blvd (North of Eucalyptus Ave)
    - 1,760 square feet
14. Perris Blvd (South of Iris Ave)
    - 5,838 square feet

Elder Avenue Retention Basin Parkway

15. South Side of Elder Avenue from Grenville Avenue to Brewster Drive
    - 7,471 square feet
    - 1 tree
    - 2 remote control valves - 1 controller

Cactus Avenue Medians

16. Cactus Ave. west of Elsworth
    - 2,500 square feet
    - 5 trees
    - 4 valves - 1 controller
17. Cactus Ave between Frederick St & Heacock St
    - 31,232 square feet

Moreno Beach Medians

18. Moreno Beach Dr (North of Cactus Ave)
    - 9,396 square feet

Old 215 Medians

19. Old 215 (South of Alessandro Blvd)
    - 4,328 square feet

Sketchers Median

20. Eucalyptus Ave
    - 41,250 square feet

Item No. B.9

Print Date: May 9, 2013
File: G:\ArcMap\Special Districts\zone_m_pg2.mxd

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Richard Teichert, Chief Financial Officer/City Treasurer

AGENDA DATE: June 11, 2013

TITLE: THIRD EXTENSION OF THE AGREEMENT - PROJECT NO. BDEMS/10 BACKFLOW TESTING, REPAIR AND REPLACEMENT SERVICES WITHIN LANDSCAPED CSD MAINTAINED PARKWAYS AND MEDIANS

RECOMMENDED ACTION

Recommendations:

1. Approve the Third Extension of the Agreement ("Third Extension Agreement") for BDEMS/10 with E. R. Block Plumbing, Inc., 10910 Hole Avenue, Riverside, CA 92505 to provide backflow testing, repair, and replacement of backflow devices throughout each of the CSD maintained landscaped areas and water quality basins.

2. Authorize the City Manager to execute the Third Extension Agreement for BDEMS/10 with E. R. Block Plumbing, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to E. R. Block Plumbing, Inc. in the not-to-exceed (NTE) amount of $37,500.00 ($4,800.00 for base testing services and $32,700.00 for additional work services).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A.

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include:

Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services.

Zone E (extensive landscape maintenance), provides landscape maintenance services at full (standard) or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), E-15 (Celebration), and E-16 (Shadow Mountain).

Zone M (Commercial, Industrial, and/ Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide, and

Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance provided to the CSD landscaped areas and the NPDES water quality basins is performed via contract services by professionally licensed and insured contractors that perform landscape or specialty maintenance services, which include such services as backflow testing, repair and replacement. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement (Agreement). In accordance with the terms of the Agreement, annual extensions of the Agreement (Extension Agreement) may be entered into up to no more than 4 extensions of the original Agreement, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the CSD (District) and Contractor, at the base rate as provided in the Agreement, plus an additional amount for extra or unanticipated work (additional work amount) that may be performed during the term of the Agreement, plus any applicable Extension Agreement.

The Agreement or Extension Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. “Base services” for work associated with backflow devices includes yearly testing of each backflow

device within each of the landscaped parkways and medians that are irrigated with potable water. "Additional work services" for work associated with backflow devices includes, but is not necessarily limited to, additional labor and material costs for the repair and replacement of backflow devices at the unit prices for additional work as specified in the Agreement.

DISCUSSION

On April 8, 2010 the Special Districts Division of the Financial and Management Services Department (formerly the Public Works Department) received valid proposals from five (5) plumbing companies in response to a Request for Proposal (RFP) to provide backflow testing services of the backflow devices in each the landscaped parkways, medians and water quality basin areas where potable water provides irrigation. On June 3, 2010, upon staff's evaluation of the proposals and recommendation, on behalf of the CSD the Special Districts Division Manager with approval as to the legal form by the City Attorney awarded the contract for backflow services to E. R. Block Plumbing, Inc., Riverside (the "Contractor"). The amount of the Agreement for the initial twelve-month term in fiscal year (FY) 2010/11 was $4,240.00 for base testing services.

Based on the Contractor's satisfactory performance, and in accordance with the Agreement, an extension of the Agreement (First Extension Agreement) was entered into for FY 2011/12 for $4,240.00 for backflow testing services. With continued satisfactory performance by the Contractor, a second extension of the Agreement was entered into for FY 2012/13 for $34,240.00 ($4,240.00 for base testing services and $30,000.00 for additional work). The additional work amount was included after a theft of backflow devices occurred in the prior FY.

In February of 2013, a First Amendment to the Agreement for BDEMS/10 (First Amendment) was entered into for an increase in the additional work service from a total amount of $34,240.00 to $63,680.10, an increase of $29,440.10 as a result of 20 thefts of backflow devices. A Second Amendment was entered into in April of 2013, for an increase in the total amount from $63,680.10 to $93,273.56, an increase of $29,593.46 in additional work for repair and replacement of another 20 backflows that were stolen or damaged. In May of 2013, a Third Amendment was presented to and approved by the CSD Board to increase the Amended Agreement for BDEMS/10 from $93,273.56 to $109,026.44, an increase of $15,752.88 in additional work for repair and replacement of an additional 9 backflow devices that were stolen. Following approval of the Third Amendment, a Fourth Amendment was entered into, which increased the total amount from $109,026.44 to $110,470.04, an increase of $1,443.60 for the replacement of one additional backflow device during FY 2012/13.

The Amendments that occurred during FY 2012/13 were due to an abnormally high rate of thefts and attempted thefts of the backflow devices, resulting in the increase in additional work service costs for the emergency repair or replacement of the stolen devices. The number of thefts of backflow devices since April/May of 2013 has significantly diminished and staff is hopeful that the cost of the backflow services will

normalize back to a level where services consist primarily of base testing and the occasional repair of backflow facilities at $20.00 per test per facility per year and approximately $37,500.00 for repairs and possible replacement of aging facilities.

The Contractor has consistently provided satisfactory service in accordance with the terms of the Agreement as extended and amended and both District and Contractor have agreed to extend the Amended Agreement.

Approval of the Extension Agreement for Fiscal Year 2013/14

Approval of the Third Extension Agreement is being recommended for authorization in the NTE amount of $37,500.00 ($4,800.00 for base testing services and $32,700.00 for additional work). The base amount has increased with the acceptance of added median and water quality basins that are being provided maintenance services. This extension is the third of four possible extensions allowed per the terms of the Agreement.

Authority for City Manager Approval of Extension Agreements for the Balance of Available Extensions to the Agreement.

Pursuant to City Council Resolution No. 2008-115, the City Council shall provide approval of procurements greater than $100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Amended Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the BDEMS/10 Amended Agreement, as may be allowed per the terms of the Amended Agreement. Potential extensions are those extensions which may be allowed, contingent upon satisfactory service by the Contractor and concurrence by the District and Contractor to enter into an extension of the Agreement, or the Agreement as Amended.

BDMES/10						
	FY 2010/11 Original Amended Agreement [1]	FY 2011/12 First Extension[1]	FY 2012/13 Second Extension[2]	FY 2013/14 Proposed Third Extension[3]	FY 2014/15 Potential Fourth Extension[4]	Cumulative Total
Base	$ 4,240.00	$ 4,240.00	$ 4,240.00	$ 4,800.00	$ 4,800.00	$ 22,320.00
Additional Work	$ -	$ -	$106,230.04	$ 32,700.00	$ 32,700.00	$ 171,630.04
Total	$ 4,240.00	$ 4,240.00	$110,470.04	$ 37,500.00	$ 37,500.00	$ 193,950.04

[1] In accordance with the terms of the Original Agreement, Exhibit C., 2., a., *additional work shall be calculated either at the prices set forth by Contractor in the Additional Work Price List, Sections A., B., or C.,* (of the Agreement) *or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director.* Additional work that may have occurred during FY 2010/11 and 2011/12 was provided through written estimates from the Contractor and paid by way of direct payments from the CSD Zones or NPDES program out of unencumbered budgeted funds for the program budgets where backflow repairs or replacements were necessary.

[2] Due to theft activity during FY 2011/12, an additional work amount was provided for in the Second Extension Agreement for FY 2012/13; however, from January 2013 through May 2013 some 53 thefts or attempted thefts occurred which required the Agreement to be amended four times for a total additional work cost of $106,230.04 (an increase of $76,230.04 in the initial origination of the Second Extension Agreement.

[3] The Proposed Third Extension includes an increase in the base amount of the Amended Agreement to accommodate testing of additional backflows in newly accepted median and water quality basin areas.

Staff is requesting the City Council authorize the City Manager to approve extensions and any necessary amendments, as well as associated purchase orders (P.O.) for all remaining extensions available, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council (CSD Board) and demonstration by the Contractor of having provided satisfactory performance of the services, per the terms of the Amended Agreement in the prior year(s), and both the City and the Contractor mutually agreeing to extend the Amended Agreement.

ALTERNATIVES

1. Approve the Third Extension Agreement for BDEMS/10 with E. R. Block Plumbing, Inc. in the form attached hereto to provide for the continuation of backflow testing, repair and replacement services; authorize the City Manager to execute said Third Extension Agreement for BDEMS/10 with E. R. Block Plumbing, Inc.; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $37,500.00 ($4,800.00 for BDEMS/10 base testing services and $32,700.00 for BDEMS/10 additional work services); and authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement and authorize the associated P.O.s as may be required in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will help insure that the water remains free of contaminates through routine testing and necessary repair of the backflows in the landscaped areas along with preventing interruptions in irrigation services as provided to the landscaped parkways, medians and water quality basins which are irrigated with potable water.*

2. Do not approve the Third Extension Agreement for BDEMS/10 with E. R. Block Plumbing, Inc. in the form attached hereto to provide for the continuation of backflow testing, repair and replacement services; nor authorize the City Manager to execute said Third Extension Agreement for BDEMS/10 with E. R. Block Plumbing, Inc.; nor authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $37,500.00 ($4,800.00 base services and $32,700.00 for additional work services); and do not authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement nor authorize subsequent P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative, the CSD Board may allow for a lapse in necessary testing, repair and replacement services to the backflow devices located within the landscaped parkways, medians and water quality basins maintained by the CSD. Assurance that backflow devices are functioning properly and replaced in a timely manner helps to insure that the City's water is free of contaminates and preserves the landscaping through a fully functioning potable irrigation system.*

FISCAL IMPACT

Administration and maintenance of the CSD landscaped areas (Zones) is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills. Revenue from the parcel charges collected for each Zone may only be used for landscape maintenance services, which include landscape related services such as backflow testing, repair and replacements, as associated with the parkways and medians in that Zone. **The costs for testing and anticipated additional work services have been budgeted for the coming fiscal year**. **This action will not impact the City's General Fund.**

The following table represents the base and additional work costs for FY 2013/14 associated with the BDEMS/10 Third Extension Agreement for backflow services.

Service Area or Zone	Contractor	GL Account[1]	2013/14 Base Amount[2]	2013/14 Additional Work Amount[3]	2013/14 Total Amount[4]
D	E. R. Block Plumbing, Inc.	5111-30-79-25704-620910	$ 2,400.00	$ 12,500.00	$ 14,900.00
M		5112-30-79-25719-620910	$ 540.00	$ 3,400.00	$ 3,940.00
S		5114-30-79-25720-620910	$ 80.00	$ 2,000.00	$ 2,080.00
E-1		5013-30-79-25706-620910	$ 240.00	$ 1,200.00	$ 1,440.00
E-1A		5013-30-79-25707-620910	$ 60.00	$ 1,200.00	$ 1,260.00
E-2		5013-30-79-25708-620910	$ 460.00	$ 3,600.00	$ 4,060.00
E-3		5013-30-79-25709-620910	$ 140.00	$ 2,100.00	$ 2,240.00
E-3A		N/A	$ -	$ -	$ -
E-4		N/A	$ -	$ -	$ -
E-4A		N/A	$ -	$ -	$ -
E-7		5013-30-79-25713-620910	$ 60.00	$ 1,200.00	$ 1,260.00
E-8		5013-30-79-25714-620910	$ 20.00	$ 800.00	$ 820.00
E-12		5013-30-79-25715-620910	$ 40.00	$ 700.00	$ 740.00
E-14		5013-30-79-25716-620910	$ 120.00	$ 700.00	$ 820.00
E-15		5013-30-79-25717-620910	$ 40.00	$ 600.00	$ 640.00
E-16		5013-30-79-25718-620910	$ 60.00	$ 1,200.00	$ 1,260.00
NPDES		2008-20-29-20450-620910	$ 540.00	$ 1,500.00	$ 2,040.00
		Totals for the BDEMS/10 Agreement	$ 4,800.00	$ 32,700.00	$ 37,500.00

[1] GL Accounts that reflect N/A do not have backflow devices in the Service Areas or Zones for these account. Those Service Areas or Zones are irrigated with nonpotable water sources, which do not affect potable water facilities.

[2] The Base Amount is a breakdown of the costs allocated to each of the Service Areas or Zones that receive backflow testing services as part of the BDEMS/10 Agreement. This cost is based on the number of backflows to be tested. Each backflow test costs $20.00 per test. Funding for the backflow base testing services has been factored into the FY 2013/14 budget.

[3.] The Additional Work Amount is a breakdown of the costs allocated to each of the Service Areas or Zones that receive backflow services as part of the BDEMS/10 Amended Agreement. Additional work is based on an estimated cost for average repairs and the number of backflow facilities in each Service Area or Zone. Funding for the additional work has been factored in the FY 2013/14 budget.

[4] The Total Amount includes the proportional total amount for each Service Area or Zone that receives base testing services and may be provided additonal work services in accordance with the BDEMS/10 Amended Agreement.

CITY COUNCIL GOALS

Public Safety

Approval of the Third Extension to the Agreement for BDEMS/10 will allow for the required testing of the backflows along with the ability to perform repairs and/or replacements of backflow devices to help insure cleanliness and safety of the water available to the City for use.

NOTIFICATION

N/A.

ATTACHMENTS

1. Attachment 1 – Third Extension Agreement for BDEMS/10 for FY 2013/14
2. Attachment 2 – Fourth Amendment to the Agreement for BDEMS/10
3. Attachment 3 – Third Amendment to the Agreement for BDEMS/10
4. Attachment 4 – Second Amendment to the Agreement for BDEMS/10
5. Attachment 5 – First Amendment to the Agreement for BDEMS/10
6. Attachment 6 – Extension to the Agreement (Second Extension Agreement) for BDEMS/10 for FY 2012/13
7. Attachment 7 – Extension to the Agreement (First Extension Agreement) for BDEMS for FY 2011/12
8. Attachment 8 – Agreement for BDEMS/10

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer/City Treasurer

Concurred By:
Candace Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

THIRD EXTENSION AGREEMENT
PROJECT NO. BDEMS/10
BACKFLOW TESTING SERVICES

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereinafter, "District") and **E. R. Block Plumbing, Inc.** (hereinafter, "Contractor").

WHEREAS, the District and Contractor entered into an agreement dated June 3, 2010, referencing Project No. BDEMS/10 regarding backflow testing services (hereinafter, "Agreement").

WHEREAS, backflow testing, repair and replacement services provided during the initial term of the Agreement were sufficiently performed, and both District and Contractor mutually agreed to enter into an extension of the Agreement (First Extension Agreement) for the term of July 1, 2011 to June 30, 2012; and,

WHEREAS, backflow testing, repair and replacement services provided during the term of the Extension Agreement as first extended were sufficiently performed, and both District and Contractor mutually agreed to enter into a second extension of the Agreement (Second Extension Agreement) for the term of July 1, 2012 to June 30, 2013; and,

WHEREAS, a First Amendment to the Agreement was entered into, which clarified the areas to be serviced, which include Zones D, E, M, and S along with the NPDES (water quality basin) landscaped locations, and adjusted the Agreement as extended to accommodate the additional work amount of the Agreement from $30,000.00 to $59,440.10 an increase of $29,440.10 for unanticipated backflow repairs, replacement and testing in accordance with the terms of the Agreement, Exhibit E, Additional Work Price List on page 59, to increase the cumulative total of the Agreement ($4,240.00 for base testing service and $30,000 for addition work) increased to $63,680.10; and,

WHEREAS, a Second Amendment to the Agreement was entered into, which adjusted the Amended Agreement as extended to accommodate a further increase in the additional work amount of the Amended Agreement from $59,440.10 to $89,033.56 an increase of $29,593.46 for unanticipated backflow repairs, replacement and testing in accordance with the terms of the Agreement, Exhibit E, Additional Work Price List on page 59, to increase the cumulative total of the Amended Agreement ($4,240.00 for base testing service and $89,033.56 for additional work) increased to $93,273.56; and,

WHEREAS, a Third Amendment to the Agreement was entered into, which adjusted the Amended Agreement as extended to accommodate further increases in the additional work amount of the Amended Agreement from $89,033.56 to $104,786.44 an increase of $15,752.88 for unanticipated backflow repairs, replacement and testing in accordance with the terms of the Agreement, Exhibit E, Additional Work Price List on page 59, to increase the cumulative total of the Amended Agreement ($4,240.00 for base testing service and $104,786.44 for additional work) increased to $109,026.44; and,

WHEREAS, a Fourth Amendment to the Agreement was entered into, which adjusted the Amended Agreement as extended to accommodate further increases in the additional work amount from $104,786.44 to $106,230.04 an increase of $1,443.60 for unanticipated backflow repairs, replacement and testing in accordance with the terms of the Agreement, Exhibit E, Additional Work Price List on page 59, to increase the cumulative total of the Amended Agreement ($4,240.00 for base testing service and $106,230.04 for additional work) increased to $110,470.04; and,

WHEREAS, backflow testing, repair and replacement services provided during the first and second terms of the Amended Agreement as extended were sufficiently performed, and both District and Contractor mutually agreed to enter into a third extension of the Agreement (Third Extension Agreement) for the term of July 1, 2013 to June 30, 2014; and,

WHEREAS, pursuant to the terms of the Amended Agreement, both parties wish to further extend the Amended Agreement; and,

WHEREAS the Amended Agreement shall be extended for a period of twelve (12) months as a Third Extension Agreement under the following terms:

1. The Third Extension Agreement period shall commence on **July 1, 2013**, and shall terminate on **June 30, 2014**.

2. In accordance with Exhibit D, 1., b., of the Agreement, this Third Extension Agreement shall be considered the third of four possible extensions of the Agreement.

3. Notwithstanding Exhibit C, 1., b.,1., for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for work (labor, materials, supplies, equipment, etc.) performed under this Extension for backflow devices tested the previous month at the Contractor's Cost Per Test price, which shall be **TWENTY AND 00/100 DOLLARS** (**$20.00)**. The total contract amount for the twelve (12) month extension period shall not exceed **FOUR THOUSAND EIGHT HUNDREND AND 00/100 DOLLARS ($4,800.00)**, as listed on Exhibit A, attached hereto.

4. Notwithstanding Exhibit C, 2. a. and Exhibit E, Additional Work Price List, of the Agreement, for the period of this Third Extension and except as specifically approved by subsequent action of the CSD Board (City Council), the Director (the Chief Financial Officer/City Treasurer or their designated appointee) may not authorize additional work pursuant to this Third Extension or the Amended Agreement in excess of the cumulative total of **THIRTY-TWO THOUSAND SEVEN HUNDREND AND 00/100 DOLLARS** (**$32,700.00)** for necessary normal or emergency repair work and replacement parts as may be supplied by the Contractor, as listed on Exhibit A, attached hereto**.**

5. Except as set forth herein, all other terms and conditions of the Amended Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

THIRE EXTENSION AGREEMENT
PROJECT NO. BDEMS/10
BACKFLOW TESTING SERVICES

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley
Community Services District

By: _____
Title: City Manager, acting in the capacity Of District Manager to the Moreno Valley Community Services District

Date: _____

Contractor: E. R. Block Plumbing

By: _____
Title: (President or Vice President)

Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary

Date: _____

Affix Corporate Seal Below

Estimated Backflow Services

	Testing (620910)			Additional Services (620910)	
Zone	Cost per test	# of Backflows	Total Annual Cost	Additional Work	Total Cost
D	$ 20.00	120	$ 2,400.00	$ 12,500.00	$ 14,900.00
M	$ 20.00	27	$ 540.00	$ 3,400.00	$ 3,940.00
S	$ 20.00	4	$ 80.00	$ 2,000.00	$ 2,080.00
E-1	$ 20.00	12	$ 240.00	$ 1,200.00	$ 1,440.00
E-1A	$ 20.00	3	$ 60.00	$ 1,200.00	$ 1,260.00
E-2	$ 20.00	23	$ 460.00	$ 3,600.00	$ 4,060.00
E-3	$ 20.00	7	$ 140.00	$ 2,100.00	$ 2,240.00
E-3A	$ 20.00	0	$ -	$ -	$ -
E-4	$ 20.00	0	$ -	$ -	$ -
E-4A	$ 20.00	0	$ -	$ -	$ -
E-7	$ 20.00	3	$ 60.00	$ 1,200.00	$ 1,260.00
E-8	$ 20.00	1	$ 20.00	$ 800.00	$ 820.00
E-12	$ 20.00	2	$ 40.00	$ 700.00	$ 740.00
E-14	$ 20.00	6	$ 120.00	$ 700.00	$ 820.00
E-15	$ 20.00	2	$ 40.00	$ 600.00	$ 640.00
E-16	$ 20.00	3	$ 60.00	$ 1,200.00	$ 1,260.00
NPDES	$ 20.00	27	$ 540.00	$ 1,500.00	$ 2,040.00
			$ 4,800.00	**$ 32,700.00**	**$ 37,500.00**

Exhibit A

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MV00206065

FOURTH AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
BACKFLOW TESTING SERVICES
PROJECT & RFP NO. BDEMS/10

This Fourth Amendment to the Independent Contract Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT (CSD), a municipal corporation, hereinafter referred to as "CSD," and E. R. Block Plumbing, Inc., a California Corporation hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for PROJECT & RFP NO. BDEMS/10, hereinafter referred to as "Original Agreement," dated June 3, 2010; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform backflow testing and repair services throughout various CSD Zones as identified in the Original Agreement; and,

WHEREAS, the contractor has continued to perform satisfactorily to provide backflow testing and repair services and has been granted annual extensions to the Agreement, in accordance with the terms of the Agreement, which most recently was approved on July 2, 2012, for the contract term of July 1, 2012 to June 30, 2013; and,

WHEREAS, the Original Agreement allows for additional work to be performed at the rates as listed on Exhibit E, Additional Work Price List, page 59 of the Agreement; and,

WHEREAS, the estimated cost of providing services for the 2012/13 fiscal year was based upon a Not-to-Exceed (NTE) amount of $34,240.00 ($4,240.00 for base and $30,000.00 for additional work); and,

FOURTH AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
BACKFLOW TESTING SERVICES
PROJECT & RFP NO. BDEMS/10

WHEREAS, a First Amendment to the Original Agreement, as extended hereinafter referred to as ("Amended Agreement") was entered into on February 19, 2013 to increase the NTE amount of the Agreement from $34,240.00 to $63,680.10 (an increase of $29,440.10) to cover additional services associated with the necessary replacement of stolen backflow devices; and,

WHEREAS, a Second Amendment to the Original Agreement as extended hereinafter referred to as ("Amended Agreement") was entered into on April 2, 2013 to increase the NTE amount of the Amended Agreement from $68,680.10 to $93,273.56 (an increase of $29,593.46) to cover additional services associated with the necessary replacement of stolen backflow devices; and,

WHEREAS a Third Amendment to the Original Agreement as extended hereinafter referred to as ("Amended Agreement") was approved by the City Council on May 14, 2013 to increase the NTE amount of the Amended Agreement from $93,273.56 to $109,026.44 (an increase of $15,752.88) to cover additional services associated with the necessary replacement of stolen backflow devices; and,

WHEREAS, it is desirable to further amend the Agreement as extended a fourth time to:

1. Increase the NTE amount of the Amended Agreement from $109,026.44 ($4,240.00 for base and $104,786.44 for additional work), to $110,470.04 for which the added cost of $1,443.60 for additional work to accommodate the necessary labor and materials costs associated with the replacement of a stolen backflow device in Zone D Tract 19141 occurred. This added cost in this Fourth Amendment is identified on Exhibit A, and incorporated herein; and,

WHEREAS, the Contractor has submitted a written proposal for the area where the added

work is required for the necessary replacement of a backflow at a cost of $1,443.60, copies of which are attached as Exhibit B to this Fourth Amendment, and incorporated herein by this reference; and,

WHEREAS, the additional cost will increase the NTE amount of the Amended Agreement from $109,026.44 to $110,470.04 (an increase of $1,443.60) to cover additional services associated with the necessary replacement of stolen backflow devices

SECTION 1.1 AMENDMENT to the EXTENSION AGREEMENT:

1.1 Amend the Additional Work Amount of the Amended Agreement, Section 4, from the NTE amount of $104,786.44 to $106,230.04 to accommodate the labor and material costs for certain repairs and replacement of necessary stolen irrigation equipment, as more specifically described on Exhibit B attached hereto this Fourth Amendment.

SECTION 2. AGREEMENT

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FOURTH AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
BACKFLOW TESTING SERVICES
PROJECT & RFP NO. BDEMS/10

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor
By: _____	By: _____
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District	Title: (President or Vice President)
Date: _____	Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: _____

Affix Corporate Seal Below
(If applicable)

FY 2012/13
Estimated Backflow Service Costs

	Testing (6261)			Additional Services				
Zone	Cost per test	# of Backflows	Total Annual Cost	Testing (6261)	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D	$ 20.00	120	$ 2,400.00	$ -	$ 4,600.00	$ 4,000.00	$ 8,600.00	$ 11,000.00
M	$ 20.00	26	$ 520.00	$ -	$ 600.00	$ 1,600.00	$ 2,200.00	$ 2,720.00
S	$ 20.00	4	$ 80.00	$ -	$ 900.00	$ 800.00	$ 1,700.00	$ 1,780.00
E-1	$ 20.00	14	$ 280.00	$ -	$ 300.00	$ 1,600.00	$ 1,900.00	$ 2,180.00
E-1A	$ 20.00	2	$ 40.00	$ -	$ 1,200.00	$ 900.00	$ 2,100.00	$ 2,140.00
E-2	$ 20.00	24	$ 480.00	$ -	$ 900.00	$ 1,600.00	$ 2,500.00	$ 2,980.00
E-3	$ 20.00	7	$ 140.00	$ -	$ 600.00	$ 1,600.00	$ 2,200.00	$ 2,340.00
E-3A	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-4	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-4A	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-7	$ 20.00	3	$ 60.00	$ -	$ 900.00	$ 800.00	$ 1,700.00	$ 1,760.00
E-8	$ 20.00	1	$ 20.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,120.00
E-12	$ 20.00	2	$ 40.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,140.00
E-14	$ 20.00	3	$ 60.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,160.00
E-15	$ 20.00	1	$ 20.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,120.00
E-16	$ 20.00	5	$ 100.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,200.00
NPDES	$ 20.00	25	$ -	$ 500.00	$ 300.00	$ 800.00	$ 1,100.00	$ 1,600.00
			$ 4,240.00	**$ 500.00**	**$ 11,800.00**	**$ 17,700.00**	**$ 29,500.00**	**$ 34,240.00**

	Added Additional Services			
Zone	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
16769	$ 450.00	$ 1,453.68	$ 1,903.68	
20404	$ 450.00	$ 710.64	$ 1,160.64	
20715	$ 450.00	$ 1,248.48	$ 1,698.48	
22277	$ 450.00	$ 1,453.68	$ 1,903.68	
24721	$ 450.00	$ 993.60	$ 1,443.60	
30027	$ 225.00	$ 642.60	$ 867.60	
30967	$ 450.00	$ 993.60	$ 1,443.60	
31269	$ 450.00	$ 1,248.48	$ 1,698.48	
31284	$ 450.00	$ 1,453.68	$ 1,903.68	
32625	$ 450.00	$ 993.60	$ 1,443.60	$ 15,467.04
E-3	$ 450.00	$ 993.60	$ 1,443.60	$ 1,443.60
E-14	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	$ 7,218.00
M	$ 450.00	$ 1,453.68	$ 1,903.68	
	$ 450.00	$ 710.64	$ 1,160.64	$ 3,064.32
NPDES	$ 450.00	$ 710.64	$ 1,160.64	
	$ 357.50	$ 729.00	$ 1,086.50	$ 2,247.14
* Includes tax on material parts			**First Amendment Costs**	$ 29,440.10
			Total Original Agreement & First Amendment Costs	**$ 63,680.10**

	Added Additional Services			
Zone	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
33256 [2]	$ 450.00	$ 710.64	$ 1,160.64	
31591	$ 450.00	$ 993.60	$ 1,443.60	
22276	$ 450.00	$ 1,453.68	$ 1,903.68	
22277	$ 450.00	$ 1,453.68	$ 1,903.68	
21597	$ 450.00	$ 1,453.68	$ 1,903.68	
21113	$ 450.00	$ 1,453.68	$ 1,903.68	
20404	$ 450.00	$ 993.60	$ 1,443.60	
30967	$ 450.00	$ 993.60	$ 1,443.60	
20660	$ 450.00	$ 993.60	$ 1,443.60	
19799	$ 450.00	$ 710.64	$ 1,160.64	
20525	$ 450.00	$ 993.60	$ 1,443.60	
31424	$ 450.00	$ 710.64	$ 1,160.64	
13576/19080/19081	$ 112.50	$ 135.00	$ 247.50	$ 18,562.14
E-1	$ 200.00	$ 216.00	$ 416.00	$ 416.00
E-3	$ 450.00	$ 1,453.68	$ 1,903.68	$ 1,903.68
E-14	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	$ 5,774.40
M	$ 112.50	$ 54.00	$ 166.50	$ 166.50
NPDES	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 710.64	$ 1,160.64	
	$ 112.50	$ 54.00	$ 166.50	$ 2,770.74
* Includes tax on material parts			**Second Amendment Costs**	$ 29,593.46
			Total Orginal Agreement, First and Second Amendment Costs	**$ 93,273.56**

Zone	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
16769	$ 450.00	$ 1,453.68	$ 1,903.68	
16769 [1]	$ 450.00	$ 993.60	$ 1,443.60	
19852	$ 450.00	$ 1,453.68	$ 1,903.68	
20525	$ 450.00	$ 993.60	$ 1,443.60	
22371	$ 450.00	$ 1,453.68	$ 1,903.68	
27256	$ 450.00	$ 993.60	$ 1,443.60	$ 10,041.84
E-1	$ 450.00	$ 1,453.68	$ 1,903.68	$ 1,903.68
E-2	$ 450.00	$ 1,453.68	$ 1,903.68	$ 1,903.68
E-15	$ 450.00	$ 1,453.68	$ 1,903.68	$ 1,903.68
* Includes tax on material parts			**Third Amendment Costs**	$ 15,752.88
			Total Orginal Agreement, First, Second and Third Amendment Costs	**$ 109,026.44**

[1] Second loction

Zone	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
19141	$ 450.00	$ 993.60	$ 1,443.60	$ 1,443.60
* Includes tax on material parts			**Fourth Amendment Costs**	$ 1,443.60
			Total Orginal Agreement, First, Second Third, and Fourth Amendment Costs	**$ 110,470.04**

[2] Zone D Tract 33256 was incorrectly identified. The correct location is NPDES (water quality basin) Tract 21323

Item No. B.10

19141
Zone
D

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #

Proposal submitted to: city of moreno valley	Date: ~~5-10~~ 5-14-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: ON CACTUS AND AGAVE-	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature _____
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 1/2 INCH BACKFLOW.

PARTS 920.00

TAX 73.60

LABOR 450.00

TOTAL 1,443.60

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Exhibit B

THIRD AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT MORENO VALLEY COMMUNITY SERVICES DISTRICT BACKFLOW TESTING SERVICES

PROJECT & RFP NO. BDEMS/10

This Third Amendment to the Independent Contract Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT (CSD), a municipal corporation, hereinafter referred to as "CSD," and E. R. Block Plumbing, Inc., a California Corporation hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for PROJECT & RFP NO. BDEMS/10, hereinafter referred to as "Agreement," dated June 3, 2010; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform backflow testing and repair services throughout various CSD Zones as identified in the Agreement; and,

WHEREAS, an extension agreement was entered into on June 8, 2011, for the 2011/12 fiscal year ("FY"), the "First Extension Agreement"; and,

WHEREAS, an extension agreement was entered into on July 2, 2012, for the 2012/13 FY, the "Second Extension Agreement"; and,

WHEREAS, the Contractor has continued to perform satisfactorily to provide backflow testing and repair services; and,

WHEREAS, the Agreement allows for additional work to be performed at the rates as listed on Exhibit E, Additional Work Price List, page 59 of the Agreement; and,

THIRD AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
BACKFLOW TESTING SERVICES
PROJECT & RFP NO. BDEMS/10

WHEREAS, the estimated cost of providing services in accordance with the Second Extension Agreement was based upon a Not-to-Exceed (NTE) amount of $34,240.00 ($4,240.00 for base and $30,000.00 for additional work); and,

WHEREAS, a First Amendment to the Agreement, as extended under the Second Extension Agreement hereinafter referred to as ("First Amended Agreement") was entered into on February 19, 2013 to increase the NTE amount of the Agreement from $34,240.00 to $63,680.10 (an increase of $29,440.10) to cover additional services associated with the necessary replacement of stolen backflow devices; and,

WHEREAS, a Second Amendment to the Amended Agreement was entered into on April 2, 2013 to increase the NTE amount of the First Amended Agreement from $68,680.10 to $93,273.56 (an increase of $29,593.46) to cover additional services associated with the necessary replacement of stolen backflow devices; and

WHEREAS, it is desirable to amend the Second Amended Agreement as extended to increase the NTE amount from $93,273.56 ($4,240.00 for base and $89,033.56 for additional work), to $109,026.44 for which the added cost of $15,752.88 for additional work is to accommodate the necessary labor and materials costs associated with the replacement of stolen and repair of existing backflow devices, located within the various landscape Zones and NPDES areas as identified on Exhibit A, and incorporated herein; and,

WHEREAS, the Contractor has submitted written proposals for each area where the added work is required for estimated replacement and actual repair costs of $15,752.88, copies of which are attached as Exhibit "B" to this Third Amendment, and incorporated herein by this reference.

THIRD AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
BACKFLOW TESTING SERVICES
PROJECT & RFP NO. BDEMS/10

SECTION 1.1 AMENDMENT to the EXTENSION AGREEMENT:

1.1 Amend the Additional Work Amount of the Amended Agreement, Section 4, from the NTE amount of $89,033.56 to $104,786.44 to accommodate the labor and material costs for certain repairs and replacement of necessary stolen irrigation equipment, as more specifically described on Exhibit "B" attached hereto this Third Amendment for a total NTE amount of $109,026.44 ($4,240.00 for base and $104,786.44 for additional work).

SECTION 2. AGREEMENT

2.1 Except as otherwise specifically provided in this Third Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

THIRD AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
BACKFLOW TESTING SERVICES
PROJECT & RFP NO. BDEMS/10

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____

Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District

Date: _____

Contractor: E. R. Block Plumbing, Inc.

By: _____

Title: (President or Vice President)

Date: _____

By: _____

Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: _____

Affix Corporate Seal Below
(If applicable)

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

FY 2012/13
Estimated Backflow Service Costs

	Testing (6261)			Additional Services				
Zone	Cost per test	# of Backflows	Total Annual Cost	Testing (6261)	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D	$ 20.00	120	$ 2,400.00	$ -	$ 4,600.00	$ 4,000.00	$ 8,600.00	$ 11,000.00
M	$ 20.00	26	$ 520.00	$ -	$ 600.00	$ 1,600.00	$ 2,200.00	$ 2,720.00
S	$ 20.00	4	$ 80.00	$ -	$ 900.00	$ 800.00	$ 1,700.00	$ 1,780.00
E-1	$ 20.00	14	$ 280.00	$ -	$ 300.00	$ 1,600.00	$ 1,900.00	$ 2,180.00
E-1A	$ 20.00	2	$ 40.00	$ -	$ 1,200.00	$ 900.00	$ 2,100.00	$ 2,140.00
E-2	$ 20.00	24	$ 480.00	$ -	$ 900.00	$ 1,600.00	$ 2,500.00	$ 2,980.00
E-3	$ 20.00	7	$ 140.00	$ -	$ 600.00	$ 1,600.00	$ 2,200.00	$ 2,340.00
E-3A	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-4	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-4A	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-7	$ 20.00	3	$ 60.00	$ -	$ 900.00	$ 800.00	$ 1,700.00	$ 1,760.00
E-8	$ 20.00	1	$ 20.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,120.00
E-22	$ 20.00	2	$ 40.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,140.00
E-14	$ 20.00	3	$ 60.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,160.00
E-15	$ 20.00	1	$ 20.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,120.00
E-16	$ 20.00	5	$ 100.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,200.00
NPDES	$ 20.00	25	$ -	$ 500.00	$ 300.00	$ 800.00	$ 1,100.00	$ 1,600.00
			$ 4,240.00	$ 500.00	$ 11,800.00	$ 17,700.00	$ 29,500.00	$ 34,240.00

Added Additional Services

Zone	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
16769	$ 450.00	$ 1,453.68	$ 1,903.68	
20404	$ 450.00	$ 710.64	$ 1,160.64	
20715	$ 450.00	$ 1,248.48	$ 1,698.48	
22277	$ 450.00	$ 1,453.68	$ 1,903.68	
24721	$ 450.00	$ 993.60	$ 1,443.60	
30027	$ 225.00	$ 642.60	$ 867.60	
30967	$ 450.00	$ 993.60	$ 1,443.60	
31269	$ 450.00	$ 1,248.48	$ 1,698.48	
31284	$ 450.00	$ 1,453.68	$ 1,903.68	
32625	$ 450.00	$ 993.60	$ 1,443.60	$ 15,467.04
E-3	$ 450.00	$ 993.60	$ 1,443.60	$ 1,443.60
E-14	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	$ 7,218.00
M	$ 450.00	$ 1,453.68	$ 1,903.68	
	$ 450.00	$ 710.64	$ 1,160.64	$ 3,064.32
NPDES	$ 450.00	$ 710.64	$ 1,160.64	
	$ 357.50	$ 729.00	$ 1,086.50	$ 2,247.14
			First Amendment Costs	$ 29,440.10
			Total Original Agreement & First Amendment Costs	$ 63,680.10

* Includes tax on material parts

Added Additional Services

Zone	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
33256	$ 450.00	$ 710.64	$ 1,160.64	
31591	$ 450.00	$ 993.60	$ 1,443.60	
22276	$ 450.00	$ 1,453.68	$ 1,903.68	
22277	$ 450.00	$ 1,453.68	$ 1,903.68	
21597	$ 450.00	$ 1,453.68	$ 1,903.68	
23113	$ 450.00	$ 1,453.68	$ 1,903.68	
20404	$ 450.00	$ 993.60	$ 1,443.60	
30967	$ 450.00	$ 993.60	$ 1,443.60	
20660	$ 450.00	$ 993.60	$ 1,443.60	
19799	$ 450.00	$ 710.64	$ 1,160.64	
20525	$ 450.00	$ 993.60	$ 1,443.60	
31424	$ 450.00	$ 710.64	$ 1,160.64	
13576/19080/19081	$ 112.50	$ 135.00	$ 247.50	$ 18,562.14
E-1	$ 200.00	$ 216.00	$ 416.00	$ 416.00
E-3	$ 450.00	$ 1,453.68	$ 1,903.68	$ 1,903.68
E-14	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	$ 5,774.40
M	$ 112.50	$ 54.00	$ 166.50	$ 166.50
NPDES	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 710.64	$ 1,160.64	
	$ 112.50	$ 54.00	$ 166.50	$ 2,770.74
			Second Amendment Costs	$ 29,593.46
			Total Orginal Agreement, First and Second Amendment Costs	$ 93,273.56

* Includes tax on material parts

Zone	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
16769	$ 450.00	$ 1,453.68	$ 1,903.68	
16769 [1]	$ 450.00	$ 993.60	$ 1,443.60	
19852	$ 450.00	$ 1,453.68	$ 1,903.68	
20525	$ 450.00	$ 993.60	$ 1,443.60	
22371	$ 450.00	$ 1,453.68	$ 1,903.68	
27256	$ 450.00	$ 993.60	$ 1,443.60	$ 10,041.84
E-1	$ 450.00	$ 1,453.68	$ 1,903.68	$ 1,903.68
E-2	$ 450.00	$ 1,453.68	$ 1,903.68	$ 1,903.68
E-15	$ 450.00	$ 1,453.68	$ 1,903.68	$ 1,903.68
			Third Amendment Costs	$ 15,752.88
			Total Orginal Agreement, First, Second and Third Amendment Costs	$ 109,026.44

* Includes tax on material parts

[1] Second loction

D
Tr. 16769

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 1

Proposal submitted to: city of moreno valley	Date: 3-2-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: Eucalyptus / Pepper Bush	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 1/2 INCH BACKFLOW.

PARTS 1,346.00

TAX 107.68

LABOR 450.00

TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature: _____

EXHIBIT B

Item No. B.10

MV00206077

D Tr. 16747

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #

Proposal submitted to: city of moreno valley	Date: 3-8-13
Address: 14325 frederick st ste 9	Phone: 7-9-13
City, State, Zip Code moreno valley ca 92552	
Job location: EUCALYPTUS / Nine Bank	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 1/2 INCH BACKFLOW.

PARTS 920.00

TAX 73.60

LABOR 450.00

TOTAL 1443.60

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature: _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: Cotton wood / Bunny Pass	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW.

PARTS 1,346.00

TAX 107.68

LABOR 450.00

TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Item No. B.10

$1903.68

D. 2032
KR

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #7

Proposal submitted to: city of moreno valley	Date: 3-27-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: e Eucalyptus / Motecito	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature _____
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1/2 INCH BACKFLOW.

PARTS 920.00

TAX 73.60

LABOR 450.00

TOTAL 1,443.60

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature: _____

Item No. B.10

D 2237
R.

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #3

Proposal submitted to: city of moreno valley	Date: 3-2-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: kitching / Atwood	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature _____
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW.

PARTS 1,346.00

TAX 107.68

LABOR 450.00

TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature: _____

1903.68

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #

Proposal submitted to: city of moreno valley	Date: ~~3-5-13~~
Address: 14325 frederick st ste 9	Phone: 4-9-13
City, State, Zip Code moreno valley ca 92552	
Job location: LASSIE / MATE NMA	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature _____
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 1/2 INCH BACKFLOW.

PARTS 920.00

TAX 73.60

LABOR 450.00

TOTAL 1,443.60

ACCEPTANCE OF PROPOSAL THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Item No. B.10

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: EL Sworth / Dracaa	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature _____
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW.

PARTS 1,346.00

TAX 107.68

LABOR 450.00

TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature: _____

1903.68

Item No. B.10

MV00206083

E-2

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone: 4-9-13
City, State, Zip Code moreno valley ca 92552	
Job location: CARTAGENA / MORAIRA	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW.

PARTS 1,346

TAX 107.68

LABOR 450.00

TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

E-15

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 2

Proposal submitted to: city of moreno valley	Date: 3-27-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: Nason / Delphinium	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature Dalm
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW.

PARTS 1,346.00

TAX 107.68

LABOR 450.00

TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature: _____

1903.68

SECOND AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT BACKFLOW TESTING SERVICES

PROJECT & RFP NO. BDEMS/10

This Second Amendment to the Independent Contract Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT (CSD), a municipal corporation, hereinafter referred to as "CSD," and E. R. Block Plumbing, Inc., a California Corporation hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for PROJECT & RFP NO. BDEMS/10, hereinafter referred to as "Original Agreement," dated June 3, 2010; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform backflow testing and repair services throughout various CSD Zones as identified in the Original Agreement; and,

WHEREAS the contractor has continued to perform satisfactorily to provide backflow testing and repair services and has been granted annual extensions to the Agreement, in accordance with the terms of the Agreement, which most recently was approved on July 2, 2012, for the contract term of July 1, 2012 to June 30, 2013; and,

WHEREAS, the Original Agreement allows for additional work to be performed at the rates as listed on Exhibit E, Additional Work Price List, page 59 of the Agreement; and,

WHEREAS, the estimated cost of providing services for the 2012/13 fiscal year was based upon a Not-to-Exceed (NTE) amount of $34,240.00 ($4,240.00 for base and $30,000.00 for additional work); and,

WHEREAS a First Amendment to the Original Agreement, as extended hereinafter referred to as ("Amended Agreement") was entered into on February 19, 2013 to increase the

NTE amount of the Agreement from $34,240.00 to $63,680.10 (an increase of $29,440.10) to cover additional services associated with the necessary replacement of stolen backflow devices; and,

WHEREAS it is desirable to amend the Original Agreement as extended a second time to increase the NTE amount of the Amended Agreement from $63,680.10 ($4,240.00 for base and $59,440.10 for additional work), to $93,273.56 for which the added cost of $29,593.46 for additional work is to accommodate the necessary labor and materials costs associated with the replacement of stolen and repair of existing backflow devices, located within the various landscape Zones and NPDES areas as identified on Exhibit A, and incorporated herein; and,

WHEREAS, the Contractor has submitted written proposals for each area where the added work is required for estimated replacement and actual repair costs of $29,593.46, copies of which are attached as Exhibit "B" to this Second Amendment, and incorporated herein by this reference.

SECTION 1.1 AMENDMENT to the EXTENSION AGREEMENT:

1.1 Amend the Additional Work Amount of the Amended Agreement, Section 4, from the NTE amount of $59,440.10 to $89,033.56 to accommodate the labor and material costs for certain repairs and replacement of necessary stolen irrigation equipment, as more specifically described on Exhibit "B" attached hereto this Second Amendment.

SECTION 2. AGREEMENT

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

SECOND AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
BACKFLOW TESTING SERVICES
PROJECT & RFP NO. BDEMS/10

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: Michelle Dawson
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District
Date: 4/2/13

Contractor

By: Stacy Rao
Title: (President or Vice President)
Date: 3-21-13

By:
Title: Corporate Secretary or Assistant Secretary
(If applicable)
Date:

Affix Corporate Seal Below
(If applicable)

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

3-28-13
Date

RECOMMENDED FOR APPROVAL:

Department Head

4/1/13
Date

Item No. B.10

Exhibit A

FY 2012/13
Estimated Backflow Service Costs

	Testing (6261)			Additional Services				
Zone	Cost per test	# of Backflows	Total Annual Cost	Testing (6261)	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D	$ 20.00	120	$ 2,400.00	$ -	$ 4,600.00	$ 4,000.00	$ 8,600.00	$ 11,000.00
M	$ 20.00	26	$ 520.00	$ -	$ 600.00	$ 1,600.00	$ 2,200.00	$ 2,720.00
S	$ 20.00	4	$ 80.00	$ -	$ 900.00	$ 800.00	$ 1,700.00	$ 1,780.00
E-1	$ 20.00	14	$ 280.00	$ -	$ 300.00	$ 1,600.00	$ 1,900.00	$ 2,180.00
E-1A	$ 20.00	2	$ 40.00	$ -	$ 1,200.00	$ 900.00	$ 2,100.00	$ 2,140.00
E-2	$ 20.00	24	$ 480.00	$ -	$ 900.00	$ 1,600.00	$ 2,500.00	$ 2,980.00
E-3	$ 20.00	7	$ 140.00	$ -	$ 600.00	$ 1,600.00	$ 2,200.00	$ 2,340.00
E-3A	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-4	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-4A	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-7	$ 20.00	3	$ 60.00	$ -	$ 900.00	$ 800.00	$ 1,700.00	$ 1,760.00
E-8	$ 20.00	1	$ 20.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,120.00
E-12	$ 20.00	2	$ 40.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,140.00
E-14	$ 20.00	3	$ 60.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,160.00
E-15	$ 20.00	1	$ 20.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,120.00
E-16	$ 20.00	5	$ 100.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,200.00
NPDES	$ 20.00	25	$ -	$ 500.00	$ 300.00	$ 800.00	$ 1,100.00	$ 1,600.00
			$ 4,240.00	$ 500.00	$ 11,800.00	$ 17,700.00	$ 29,500.00	$ 34,240.00

	Added Additional Services			
Zone	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
16769	$ 450.00	$ 1,453.68	$ 1,903.68	
20404	$ 450.00	$ 710.64	$ 1,160.64	
20715	$ 450.00	$ 1,248.48	$ 1,698.48	
22277	$ 450.00	$ 1,453.68	$ 1,903.68	
24721	$ 450.00	$ 993.60	$ 1,443.60	
30027	$ 225.00	$ 642.60	$ 867.60	
30967	$ 450.00	$ 993.60	$ 1,443.60	
31269	$ 450.00	$ 1,248.48	$ 1,698.48	
31284	$ 450.00	$ 1,453.68	$ 1,903.68	
32625	$ 450.00	$ 993.60	$ 1,443.60	$ 15,467.04
E-3	$ 450.00	$ 993.60	$ 1,443.60	$ 1,443.60
E-14	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	$ 7,218.00
M	$ 450.00	$ 1,453.68	$ 1,903.68	
	$ 450.00	$ 710.64	$ 1,160.64	$ 3,064.32
NPDES	$ 450.00	$ 710.64	$ 1,160.64	
	$ 357.50	$ 729.00	$ 1,086.50	$ 2,247.14
* Includes tax on material parts			First Amendment Costs	$ 29,440.10
			Total Original Agreement & First Amendment Costs	$ 63,680.10

	Added Additional Services			
Zone	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
33256	$ 450.00	$ 710.64	$ 1,160.64	
31591	$ 450.00	$ 993.60	$ 1,443.60	
22276	$ 450.00	$ 1,453.68	$ 1,903.68	
22277	$ 450.00	$ 1,453.68	$ 1,903.68	
21597	$ 450.00	$ 1,453.68	$ 1,903.68	
21113	$ 450.00	$ 1,453.68	$ 1,903.68	
20404	$ 450.00	$ 993.60	$ 1,443.60	
30967	$ 450.00	$ 993.60	$ 1,443.60	
20660	$ 450.00	$ 993.60	$ 1,443.60	
19799	$ 450.00	$ 710.64	$ 1,160.64	
20525	$ 450.00	$ 993.60	$ 1,443.60	
31424	$ 450.00	$ 710.64	$ 1,160.64	
13576/19080/19081	$ 112.50	$ 135.00	$ 247.50	$ 18,562.14
E-1	$ 200.00	$ 216.00	$ 416.00	$ 416.00
E-3	$ 450.00	$ 1,453.68	$ 1,903.68	$ 1,903.68
E-14	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	$ 5,774.40
M	$ 112.50	$ 54.00	$ 166.50	$ 166.50
NPDES	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 710.64	$ 1,160.64	
	$ 112.50	$ 54.00	$ 166.50	$ 2,770.74
* Includes tax on material parts			Second Amendment Costs	$ 29,593.46
			Total Orginal Agreement, First and Second Amendment Costs	$ 93,273.56

Item No. B.10

MV00206089

FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT BACKFLOW TESTING SERVICES

PROJECT & RFP NO. BDEMS/10

This First Amendment to the Independent Contract Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT (CSD), a municipal corporation, hereinafter referred to as "City," and E. R. Block Plumbing, Inc., a California Corporation hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for PROJECT & RFP NO. BDEMS/10, hereinafter referred to as "Agreement," dated June 3, 2010; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform backflow testing and repair services throughout various CSD Zones as identified in the Agreement; and,

WHEREAS, the backflow devices for NPDES are located in Tracts within the boundaries of Zones D, E, M, and S, which require testing and maintenance services as outlined in the Agreement; and,

WHEREAS, the estimated cost of providing those services for the 2012/13 fiscal year are listed on Exhibit "A" of this First Amendment; and,

WHEREAS, the original Agreement allows for additional work to be performed at the rates as listed on Exhibit E, Additional Work Price List, page 59 of the Agreement; and,

WHEREAS the contractor has continued to perform satisfactorily to provide backflow testing and repair services and has been granted extensions to the Agreement; and,

WHEREAS it is desirable to increase the NTE amount of the Extension Agreement dated July 2, 2012, for the contract term of July 1, 2012 to June 30, 2013, from $34,240 ($4,240.00 for base and $30,000.00 for additional work) to $63,680.10 ($4,240.00 for base and $59,440.10 for

additional work), for which the added cost of $29,440.10 in the additional work is to accommodate the necessary labor and materials costs associated with the added additional services associated with the replacement of backflow devices, located within the various landscape Zones and NPDES areas as identified on Exhibit A, and incorporated herein; and,

WHEREAS, the Contractor has submitted written proposals for each area where the added work is required, the copies of which are attached as Exhibit "B" to this Amendment, and incorporated herein by this reference.

SECTION 1. AMENDMENT to the AGREEMENT:

1.1 The Agreement is hereby amended by revising the Bid Schedule, Exhibit E, Schedule II, page 57, which are combined within Zones D, E, M and S to distinguish NPDES areas as a separate line item, which is more specifically identified on Exhibit "A".

SECTION 2. AMENDMENT to the EXTENSION AGREEMENT

2.1 Amend the Additional Work Amount of the Extension Agreement, Section 4, from the NTE amount of $30,000.00 to $59,440.10 to accommodate the labor and material costs to replace necessary irrigation equipment, as more specifically described on Exhibit "B" attached hereto this First Amendment.

SECTION 3. AGREEMENT

3.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
BACKFLOW TESTING SERVICES
PROJECT & RFP NO. BDEMS/10

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: Michael Lawrence

Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District

Date: 2/19/13

Contractor

By: Gy Rox Ples

Title: (President or Vice President)

Date: 2-6-13

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

2-14-13

Date

RECOMMENDED FOR APPROVAL:

Richard Sanchez

Department Head

2/19/13

Date

By:

Title: Corporate Secretary or Assistant Secretary *(If applicable)*

Date:

Affix Corporate Seal Below
(If applicable)

FY 2012/13
Estimated Backflow Service Costs

	Testing (6261)			Additional Services				
Zone	Cost per test	# of Backflows	Total Annual Cost	Testing (6261)	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D	$ 20.00	120	$ 2,400.00	$ -	$ 4,600.00	$ 4,000.00	$ 8,600.00	$ 11,000.00
M	$ 20.00	26	$ 520.00	$ -	$ 600.00	$ 1,600.00	$ 2,200.00	$ 2,720.00
S	$ 20.00	4	$ 80.00	$ -	$ 900.00	$ 800.00	$ 1,700.00	$ 1,780.00
E-1	$ 20.00	14	$ 280.00	$ -	$ 300.00	$ 1,600.00	$ 1,900.00	$ 2,180.00
E-1A	$ 20.00	2	$ 40.00	$ -	$ 1,200.00	$ 900.00	$ 2,100.00	$ 2,140.00
E-2	$ 20.00	24	$ 480.00	$ -	$ 900.00	$ 1,600.00	$ 2,500.00	$ 2,980.00
E-3	$ 20.00	7	$ 140.00	$ -	$ 600.00	$ 1,600.00	$ 2,200.00	$ 2,340.00
E-3A	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-4	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-4A	$ 20.00	0	$ -	$ -	$ -	$ -	$ -	$ -
E-7	$ 20.00	3	$ 60.00	$ -	$ 900.00	$ 800.00	$ 1,700.00	$ 1,760.00
E-8	$ 20.00	1	$ 20.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,120.00
E-12	$ 20.00	2	$ 40.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,140.00
E-14	$ 20.00	3	$ 60.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,160.00
E-15	$ 20.00	1	$ 20.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,120.00
E-16	$ 20.00	5	$ 100.00	$ -	$ 300.00	$ 800.00	$ 1,100.00	$ 1,200.00
NPDES	$ 20.00	25	$ -	$ 500.00	$ 300.00	$ 800.00	$ 1,100.00	$ 1,600.00
			$ 4,240.00	**$ 500.00**	**$ 11,800.00**	**$ 17,700.00**	**$ 29,500.00**	**$ 34,240.00**

	Added Additional Services			
Zone	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
16769	$ 450.00	$ 1,453.68	$ 1,903.68	
20404	$ 450.00	$ 710.64	$ 1,160.64	
20715	$ 450.00	$ 1,248.48	$ 1,698.48	
22277	$ 450.00	$ 1,453.68	$ 1,903.68	
24721	$ 450.00	$ 993.60	$ 1,443.60	
30027	$ 225.00	$ 642.60	$ 867.60	
30967	$ 450.00	$ 993.60	$ 1,443.60	
31269	$ 450.00	$ 1,248.48	$ 1,698.48	
31284	$ 450.00	$ 1,453.68	$ 1,903.68	
32625	$ 450.00	$ 993.60	$ 1,443.60	$ 15,467.04
E-3	$ 450.00	$ 993.60	$ 1,443.60	$ 1,443.60
E-14	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	
	$ 450.00	$ 993.60	$ 1,443.60	$ 7,218.00
M	$ 450.00	$ 1,453.68	$ 1,903.68	
	$ 450.00	$ 710.64	$ 1,160.64	$ 3,064.32
NPDES	$ 450.00	$ 710.64	$ 1,160.64	
	$ 357.50	$ 729.00	$ 1,086.50	$ 2,247.14
				$ 29,440.10
				$ 63,680.10

* Includes tax on material parts

Exhibit A

EXHIBIT B

BEHIND THIS PAGE

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 515

Proposal submitted to: CITY OF M.V.	Date: 1-31-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON EUCALYPTUS / NINE BARK D Tr. 16769	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of: _____

Re: Estimate to REPLACE STOLEN BACKFLOW
1) REMOVE DIRT FROM AROUND PIPES
SUPPLY AND INSTALL
1 1/2 WILKINS 375RL AND CABLELOCK SYSTEM
2) Test and certify device.
3) Forward all documentation to the Water Department.

PARTS 1,346.00
LABOR 450.00
TAX 107.68

Total cost of job-parts and labor: 1,903.68

Authorized Signature _____
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est# 58

Proposal submitted to: City of M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: O.N KRAMERIA ON LEFT SIDE FROM ORIN TR. 20404	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace STOLEN BACKFLOW
1) 1
2) Supply and install
1 inch
WILKINS 375
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

PARTS 658.--
LABOR 450.--
TAX 52.64

Total cost of job-parts and labor: 1,160.64

Authorized Signature David Ross
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 5 10

Proposal submitted to: City of M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON KRAMERIA AT SADDLE BROOK LN Jr. 20715 D	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace STOLEN BACKFLOW
1). Remove concrete from around pipes.
2) Supply and install
Zinck
Wilkins
375XL
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

PARTS 1156.00
LABOR 450.00
TAX 92.48

Total cost of job-parts and labor: 1,698.48

Authorized Signature _____
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est# 519

Proposal submitted to: City of M.V	Date: 1-31-13
Address	Phone:
City, State, Zip Code:	
Job Location: Fir / Morrison P Tr. 22278	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to Replace Stolen Backflow
1) Remove Concret From Around Pipes
Install 2in Wilkins 375XL
2) Test and certify device.
3) Forward all documentation to the Water Department.

PARTS 1,346.00
LABOR 450.00
TAX 107.68

Total cost of job-parts and labor: 1,903.68

Authorized Signature David Ross
David Ross
NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 513

Proposal submitted to: City of M.V	Date: 1-15-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON EUCALYPTUS OFF REDLANDS BLVD TR. 24721 O	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:

Re: Estimate to: Replace stolen Backflow
1) ~~Supply~~ Install concrete from around pipes
install 1 1/2 Wilkins 375XL
2) Test and certify device.
3) Forward all documentation to the Water Department.

PARTS 920.
LABOR 450.
TAX 73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:

Signature

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est# 514

Proposal submitted to: City of M-V	**Date:** 1-15-13
Address	**Phone:**
City, State, Zip Code:	
Job Location: On Cottonwood At Berry Pass D. Tr 30027	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace stolen backflow

1) Supply and install
2.in hizkins
375XL
2) Test and certify device.
3) Forward all documentation to the Water Department.

Parts 595.00
Labor 225.00
Tax 47.60

Total cost of job-parts and labor: 867.60

Authorized Signature David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 56

Proposal submitted to: CITY OF M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON KRAMERIA ST AT WINDBREAK Tr. 30967 D	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of: _____

Re: Estimate to replace STOLEN BACKFLOW
1) Remove Concrete AROUND PIPES
2) Supply and install
1 1/2
WILKINS 375XL
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

PARTS 920.--
LABOR 450.--
TAX 73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature _____
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est# 59

Proposal submitted to: City of M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON Wilmont on right side from Cottonwood ; Tr. 31269 D	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of: _____

Re: Estimate to replace stolen backflow
1) remove concret from around pipes
2) Supply and install
2 inch
wilkins 375 XL
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

Parts 1,156.00
Labor 450.00
Tax 92.48

Total cost of job-parts and labor: 1,698.48

Authorized Signature David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 5 11

Proposal submitted to: City of M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: on Cottonwood At Quincy Tr. 31284 D	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace stolen Backflow
1) Remove Dirt from around pipes
2) Supply and install
2in wilkins 375XL
and cadle lock system
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

Parts 1,346.00
Labor 450.00
Tax 107.68

Total cost of job-parts and labor: 1,903.68

Authorized Signature David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 512

Proposal submitted to: City OF MV.	Date: 1-15-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON REDLANDS BLVD JUST PASS Cottonwood. DT. 32625	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to: REPLACE STOLEN BACKFLOW
1) REMOVE CONCRET FROM AROUND PIPES
INSTALL WICKINS
1 1/2 375XL
2) Test and certify device.
3) Forward all documentation to the Water Department.

PARTS 920.00
LABOR 450.00
TAX 73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 5 7

Proposal submitted to: CITY OF M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON KITCHING ON LEFT SIDE FROM KRAMERIA	F-3

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace STOLEN BACKFLOW
1) Remove Concret FROM AROUND pipes
2) Supply and install
1 1/2
WILKINS 375XL
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

PARTS 920.-
LABOR 450.-
TAX 73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature _____
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 53

Proposal submitted to: CITY OF M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON MORRISON AT BAY ST	E-14

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace STOLEN BACKFLOW
1) Remove Concret FROM AROUND PIPES
2) Supply and install
1½
WILKINS 375XL
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

PARTS 920.00
LABOR 450.00
TAX 73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 55

Proposal submitted to: CITY OF M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON Cottonwood ON RIGHT SIDE FROM MORRISON	

E-14

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace STOLEN BACKFLOW
1) Remove Concrete FROM AROUND PIPES
2) Supply and install
1 1/2
WILKINS 375XL
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

PARTS 920.00
LABOR 450.00
TAX 73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 54

Proposal submitted to: City of M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON MORRISON ON LEFT SIDE FROM Cottonwood	

E-14

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace STOLEN BACKFLOW
1) Remove Concret From AROUND PIPES
2) Supply and Install
1 1/2
WILKINS 375XL
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

PARTS 920.00
LABOR 450.00
TAX 73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature _____
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 52

Proposal submitted to: CITY OF M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON MORRISON ON LEFT SIDE FROM ALESSANDRO ; E-14	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of: _____

Re: Estimate to replace STOLEN BACKFLOW
1) REMOVE CONCRET FROM AROUND PIPES
2) Supply and install
1 1/2
WILKINS 375XL
3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

PARTS 920.00
LABOR 450.00
TAX 73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature David Ross
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 51

Proposal submitted to: CITY OF M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON MORRISON ON RIGHT SIDE FROM ALESSANDRO E-14	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to replace STOLEN BACKFLOW
1) REMOVE CONCRET FROM AROUND CUT PIPES
2) Supply and install

1 1/2
WILKINS 375XL

PARTS 920.00
LABOR 450.00
TAX 73.60

3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

Total cost of job-parts and labor: 1,443.60

Authorized Signature David Ross
David Ross
NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est# 516

Proposal submitted to: City of M.V	Date: 1-31-13
Address	Phone:
City, State, Zip Code:	
Job Location: Perris BLVD / Red Maple. Zone M	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to: Replace Stolen Backflow
1) Remove Concrete from Around Pipes
Install
2 inch Wilkins 375XL
2) Test and certify device.
3) Forward all documentation to the Water Department.

Parts 1,346.00
Labor 450.00
Tax 107.68

Total cost of job-parts and labor: 1,903.68

Authorized Signature David Ross
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 517

Proposal submitted to: City of M.V	Date: 1-31-13
Address	Phone:
City, State, Zip Code:	
Job Location: EUCALYPTUS / NORTH OF DENNIS BLVD! Zone M	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of:_____

Re: Estimate to Replace Stolen BACKFLOW
1) Install concrete for pipes
inch Wilkins 375XL

PARTS 658.00
LABOR 450.00
TAX 52.64

2) Test and certify device.
3) Forward all documentation to the Water Department.

Total cost of job-parts and labor: 1,160.64

Authorized Signature David Ross
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance:_____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 518

Proposal submitted to: City of M.V	Date: 1-31-13
Address	Phone:
City, State, Zip Code:	
Job Location: NASON / DELPHIUM WQB MPDES	

TR. 31128

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of: _____

Re: Estimate to REPLACE Stolen Backflow
1) REMOVE CONCRETE FROM AROUND PIPES
INSTALL
1 INCH WILKINS 375XL
2) Test and certify device.
3) Forward all documentation to the Water Department.

PARTS 658.00
LABOR 450.00
TAX 52.64

Total cost of job-parts and labor: 1160.64

Authorized Signature David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #2719

Proposal submitted to: CITY OF MORENO VALLEY ATT: ROBERT	Date: 12-17-12
Address:	Phone: 202-4956
City, State, Zip Code	
Job location:	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature _____
Chris Katehis

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO INSTALL NEW 2 INCH WILKINS 375XL BACKFLOW WITH COPPER RISERS.

MATERIALS	$ 675.00
TAX	$ 54.00
LABOR	$ 357.50
TOTAL	$ 1086.50

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

ERBLO-2 OP ID: KG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/28/12

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

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

PRODUCER
Alliant Insurance Services,Inc 909-888-9881
(Lic-0C36861) 909-886-2013
735 Carnegie Drive, Ste 200
San Bernardino, CA 92408
Chuck Shanklin, CIC

CONTACT NAME: Kennell Goad
PHONE (A/C, No, Ext): 909-474-0770 FAX (A/C, No): 909-885-2013
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Golden Eagle Insurance Corp	10836
INSURER B: Preferred Employers Insurance A+(XV)/A	10900
INSURER C:	
INSURER D: WORK COMP RENEWALS ONLY	
INSURER E:	
INSURER F:	

INSURED E R Block Plumbing
10910 Hole Avenue
Riverside, CA 92505

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		CBPB429805	03/01/12	03/01/13	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS	X		BA8830628	03/01/12	03/01/13	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTIONS						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCN 103288 13	03/01/12	03/01/13	X WC STATUTORY LIMITS OTHER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Property Section Special Form R/C			CBPB429805	03/01/12	03/01/13	See below	if applies

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Job: Project #BDE-000/02;
City of Moreno Valley, Moreno Valley Community Services District, and Redevelopment Agency of Moreno Valley are add'l insd per GECG602 09/04; add insd as respects auto liab per GECA701 01/07.

Approved
By 9/5/12 Date

CERTIFICATE HOLDER MORENO6

City of Moreno Valley
Dept of Bldg & Safety
Stewart Sheldon
P O Box 88005
Moreno Valley, CA 92552-0805

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Chuck Shanklin

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EXTENSION AGREEMENT
PROJECT NO. BDEMS/10
BACKFLOW TESTING SERVICES

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **E. R. Block Plumbing, Inc.** (hereafter, "Contractor").

WHEREAS, the District and Contractor entered into an agreement dated June 3, 2010, referencing Project No. BDEMS/10 regarding backflow testing services (hereafter, "Agreement").

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement.

WHEREAS the Extension of the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2012**, and shall terminate on **June 30, 2013**.

2. In accordance with Exhibit D, Section 1b of the Agreement, this Extension shall be considered the second of four possible extensions of the Agreement.

3. Notwithstanding Exhibit C, 1., b.,1., for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension for all backflow devices tested the previous month at the Contractor's Cost Per Test price, which shall be **TWENTY AND 00/100 DOLLARS ($20.00)**. The total contract amount for the twelve (12) month extension period shall not exceed **FOUR THOUSAND TWO HUNDREND-FORTY AND 00/100 DOLLARS ($4,240.00).**

4. Notwithstanding Exhibit C, 2. a. and Exhibit E, Additional Work Price List, of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the CSD Board (City Council), the Director (the Public Works Director/City Engineer or his designated appointee) may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **THIRTY THOUSAND AND 00/100 DOLLARS ($30,000.00)** for necessary normal or emergency repair work and replacement parts as may be supplied by the Contractor.

5. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

EXTENSION AGREEMENT
PROJECT NO. BDEMS/10
BACKFLOW TESTING SERVICES

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley
Community Services District

By: _____
Title: Financial & Administrative Services Director, acting in the capacity of Chief Fiscal Officer to the Moreno Valley Community Services District

Date: 7/2/12

Contractor: E. R. Block Plumbing

By: _____
Title: (President or Vice President)

Date: 4-13-12

By: _____
Title: Corporate Secretary or Assistant Secretary

Date: _____

Affix Corporate Seal Below

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

Suzanne Bryant
Deputy City Attorney

6-26-12
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

6/27/12
Date

EXTENSION AGREEMENT
PROJECT NO. BDEMS/10
BACKFLOW TESTING SERVICES

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **E. R. Block Plumbing, Inc.** (hereafter, "Contractor").

WHEREAS, the District and Contractor entered into an agreement dated June 3, 2010, referencing Project No. BDEMS/10 regarding backflow testing services hereafter, "Agreement").

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement by a period of twelve (12) months under the following additional terms:

1. The extension period shall commence on **July 1, 2011**, and shall terminate on **June 30, 2012.**

2. In accordance with Exhibit D, Paragraph 1(b) of the Agreement, this Extension shall be considered the first of four possible extensions of the Agreement.

3. Notwithstanding Exhibit C, Paragraph 1(b)(1) of the Agreement, for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension the total amount due for all backflow devices tested the previous month at the Contractor's Cost Per Test price, which shall be **$20.00**. The total contract amount for the twelve (12) month extension period shall not exceed **FOUR THOUSAND TWO HUNDRED FOURTY AND NO/100 ($4,240.00).**

4. Except as set forth above, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

Dated:_____

MORENO VALLEY COMMUNITY SERVICES DISTRICT

By: _____ 6-8-11
Special Districts Division Manager, acting in the Capacity of District Manager to the Moreno Valley Community Services District

CONTRACTOR:

Signature	Signature
Greg Ross	Stacy Ross
Printed Name	Printed Name
President	Secretary
Title	Title

E.R. Block Plumbing Inc
Company Name

(Corporate Seal)

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
Deputy City Attorney

6-7-11
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

Moreno Valley Community Services District
R.F.P. # BDEMS/10
BACKFLOW TESTING SERVICES

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement, effective as of the day signed by the Special Districts Division Manager or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. **CONTRACTOR INFORMATION:**

Contractor's Name: E.R. Block Plumbing, Inc.
Address: 10910 Hole Ave.
City: Riverside
Business Phone: 951-687-4011 Fax: 951-687-0801
Other Contact Number: _____
Social Security Number: _____
Business License Number: 00896
Federal Tax I.D. Number: 95-3138160
Contractors' License Number & Classification: 675567, C-36

2. **CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:**

A. The Contractor's scope of service, performance specifications, and/or additional terms and conditions are described in Exhibit "A" attached hereto and incorporated herein by this reference.
B. The District's responsibility, other than payment, is described in Exhibit "B" attached hereto and incorporated herein by this reference.
C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
D. The Contractor Starting Date is July 1, 2010 and the Contractor Ending Date is June 30, 2011. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or

performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal submittal documents, including but not limited to the Notice Requesting Proposals, Instruction To Proposers, Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. **STANDARD TERMS AND CONDITIONS:**

A. Control of Work. Except for compliance with specifications and performance standards provided for in Exhibit "A," Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide any training to Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and its officers, agents and employees harmless from any and

all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, RDA, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement.

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.

By: _____ Date: _____

(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and

attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

J. Termination.

a. Either party may terminate this Agreement upon breach of the Agreement by the other party. In the event the District terminates the Agreement, the Contractor shall perform no further services under the Agreement unless the notice of termination authorizes such further work.

b. The District may terminate this Agreement without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractors time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Agreement. No officer or employee of the District or City shall have any financial interest in this Agreement in violation of federal, state, or local law.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor: E.R. Block Plumbing, Inc.
10910 Hole Ave.
Riverside, Ca, 92505
951-687-4011
[Telephone number]
951-687-0801
[Fax number]

With a copy to:

_____
[Attorney for Contractor, if applicable]

_____
[Street Address]

_____
[Post Office Box, if applicable]

_____
[City, State, Zip Code]

_____
[Telephone number]
( )_____
[Fax number]
( )_____

To CSD: MORENO VALLEY COMMUNITY SERVICES DISTRICT
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto
Telephone number: (951) 413-3480
Fax Number: (951) 413-3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: (951) 413-3036
Fax number: (951) 413-3034

SIGNATURE PAGE TO FOLLOW

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____
Special Districts Division Manager

Date: 6-3-10

Contractor

By: Stacy Ras

Title: Vice PRES

Date: 4-14-10

By: _____

Title: _____

Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

5-13-10
_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

Attachments

Project No. BDEMS/10
R.F.P. # BDEMS/10
EXHIBIT A

1. SCOPE OF WORK

a. The work to be performed under this Agreement shall include the furnishing of all labor, material, and equipment necessary for the provision of backflow testing services, repairs, and replacements within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Exhibit A.

b. The Contractor shall have the duty to perform backflow testing, repairs, and replacements in the areas designated hereunder.

c. All work shall be performed in accordance with usual and customary backflow testing, and repair practices. Contractor shall at all times maintain the District's backflow prevention devices in a condition that satisfies all applicable statutory requirements. The Director will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

d. The Contractor shall be responsible for carefully reviewing the site(s) to be serviced under this Agreement. The Contractor shall not be relieved of his or her liability under this Agreement, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Specifications and the actual conditions revealed during the examination of the locations of the proposed work.

2. SCHEDULING OF WORK

a. The District will forward Zone D, E and M annual backflow assembly test report forms to the Contractor via U.S. Mail immediately upon receipt of same. Should circumstances warrant, the District will notify the Contractor via FAX or telephone that test report forms have been mailed.

b. Upon receipt of test report forms via U.S. Mail or upon FAX notification by the District, whichever occurs first, the Contractor shall conduct backflow assembly test(s), including any maintenance, adjustments, repairs, etc. needed to enable the assembly to pass the test. Such maintenance and/or testing shall be completed, and properly completed test reports

submitted to Eastern Municipal Water District on or before the due date set forth in the *Notice of Periodic Testing for Backflow Prevention Assembly*. Tests of Zones D, E and M backflow assemblies shall be conducted exclusive of any other tests Contractor may perform on behalf of the City or District.

c. Contractor shall return properly completed test reports to:

1. The original test report (white) shall be forwarded to Eastern Municipal Water District, Attn: Backflow Dept., P. O. Box 8300, Perris, CA 92572-8300 by the completion date set forth on the test report(s).

2. A legible photocopy of the completed Test Report shall be Administration, P. O. Box 88005, Moreno Valley, CA 92552-0805.

The Contractor shall contact EMWD directly with any requests for test due date extension and/or variance, with a copy provided to the District.

3. FUNCTIONS AND RESPONSIBILITIES

a. The Director may require Contractor to attend meetings with District field staff at some fixed interval to review Contractor's operations performance, and/or schedule such future work as may be ordered by the Director.

b. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in Contractor's firm name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Section 4., paragraph n. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, two-way radio, pager, or car phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage only during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering

service, and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the minimum acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed a payment deduction, per Exhibit C., Section 2.

c. For the purposes of this Contract, "Working Days" shall be Mondays through Fridays. The hours of maintenance service shall be 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule approved the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas	December 25

If a holiday falls upon a Sunday, the following Monday shall be the date the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, contractor shall submit a proposed make-up day for the Director's approval.

d. The Director and Contractor shall conduct an inspection of all sites covered under this Agreement as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director.

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2., paragraphs a. and b., unless said emergency is determined to have been caused by an act or omission attributable to Contractor.

4. CONTRACTOR'S STAFF

a. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work which will be acceptable to the Director.

b. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper and efficient manner at all times, and shall cause the least possible inconvenience to the public.

c. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the District.

d. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to proper shoes, other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements, and wearing of proper clothing.

Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

e. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this contract if the Contractor, or any subcontractors thereunder, employs

The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Agreement. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

e. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in Contractor's firm name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Section 3., paragraph e. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, two-way radio, pager, or car phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service, and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

f. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at <u>any</u> time:

1. City Manager
2. Public Works Director
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Landscape Districts Program Manager
7. Senior Landscape Services Inspector
8. Landscape Services Inspector
9. Street Maint. Supervisor

workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards, and its branch offices.

6. COMPLAINTS

a. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3., paragraph a.

b. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above.

c. In addition to the provisions of Section 6., paragraph a. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

a. The Contractor agrees to perform all work outlined in these Specifications in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

b. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2003 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between 3:30 p.m. and 6:00 p.m.

c. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

d. The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) days following the occurrence.

e. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3. of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section of the General Provisions may result in contract termination, per Agreement, Section J.

8. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

9. PREVAILING WAGE

a. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the period of work on this contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

b. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

a. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this contract, as required by California Labor Code Section 1776.

b. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

c. The District may withhold from Contractor's progress payments the penal sum of $25.00 per calendar day (or portion thereof) for each workman employed in connection with this contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

14. CONTRACTOR'S LIABILITY

a. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

b. Repairs made to sites and site appurtenances that are damaged as a result of Acts of God, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2., paragraphs a. and b.

15. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

R.F.P. # BDEMS/10
TECHNICAL PROVISIONS – BACKFLOW TESTING

1. GENERAL

a. During the entire term of the agreement, Contractor and subcontractors, if any, shall hold a valid Backflow Prevention Device Tester Certification No. with the County of Riverside Department of Health Services Agency.

b. Contractor will perform annual tests and other periodic tests of the District's Zone D, E, M AND S landscape backflow assemblies as requested and/or required by applicable Federal, State, and local agency laws and regulations.

c. Contractor will perform such backflow assembly maintenance, repairs, replacements, etc. as may be necessary to comply with applicable Federal, State, and local agency laws and regulations.

d. All such backflow assembly tests, maintenance, repairs, etc., performed by the Contractor shall be subject to all requirements of Eastern Municipal Water District's Backflow And Cross-Connection Prevention Program (EMWD Ordinance No. 69).

e. Contractor shall be liable for payment of any correction charges that might be levied by EMWD due to Contractor's non-compliance with EMWD Ordinance No. 69.

f. Contractor shall provide all labor, materials, equipment, and administrative costs necessary to perform the above-referenced tests, maintenance, repairs, etc.

2. SECURITY DEPOSIT

a. Contractor shall post a five hundred dollar ($500.00) cash deposit with the District following award of proposal as security against: 1) return of backflow assembly enclosure key(s), and 2) payment of any correction charges that might be levied by the water district due to Contractor's non-compliance with EMWD Ordinance No. 69.

b. Contractor's cash deposit, or any balance thereof, shall be returned to Contractor upon termination of the agreement.

PROJECT LOCATION MAPS ON FOLLOWING PAGE

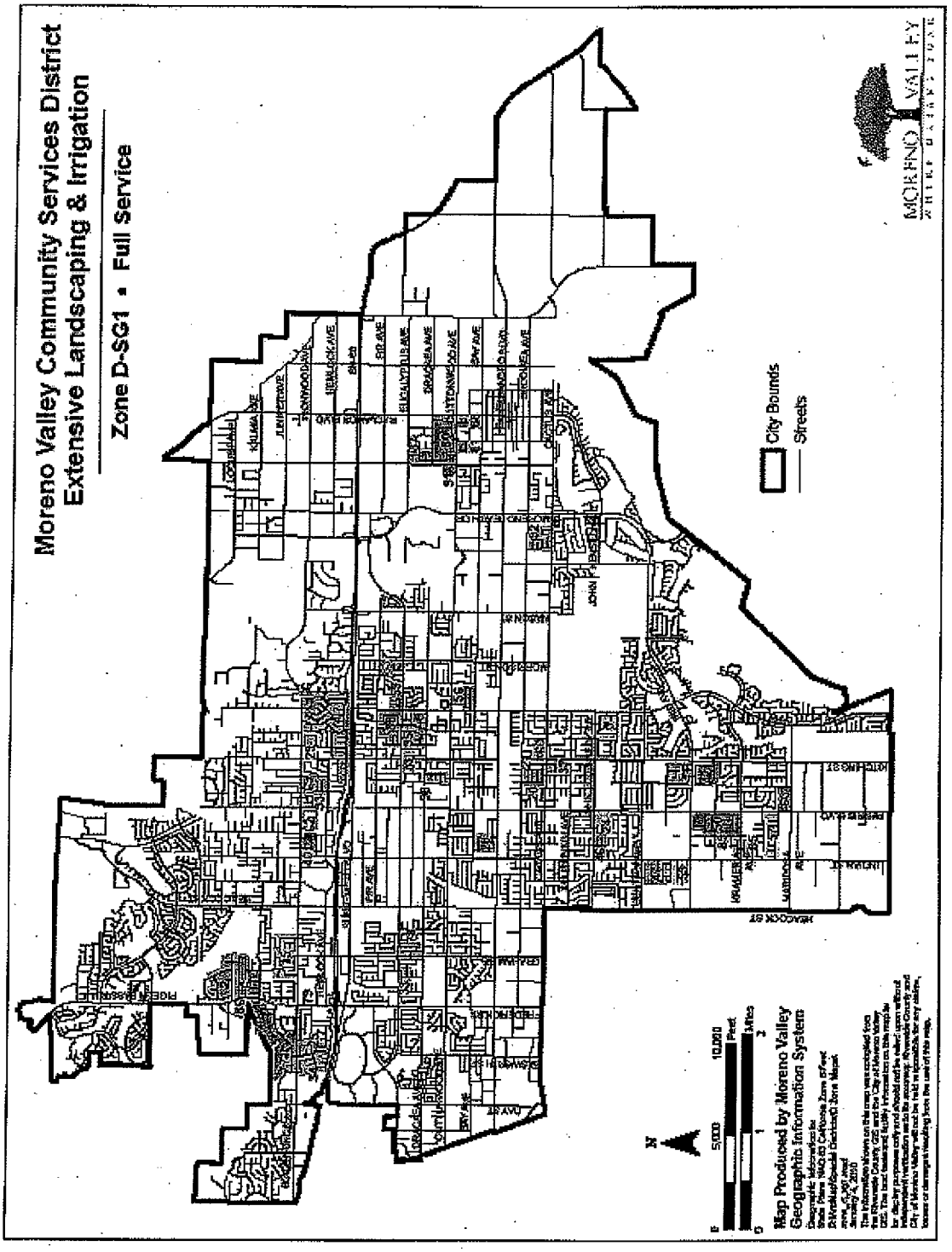
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone D-SG1 • Full Service
City Bounds
Streets
MORENO VALLEY
Map Produced by Moreno Valley
Geographic Information System

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone D-SG1 • Full Service

Map ID	Tract Number	Area (Sq. Ft.)
2	TR 12305	722
3	TR 12773	13,806
4	TR 12902	7,344
6	TR 14387	2,712
9	TR 16769	7,500
15	TR 18283	11,388
20	TR 19141	5,836
21	TR 19142	3,950
24	TR 19210	9,270
25	TR 19233	4,960
28	TR 19474	7,240
29	TR 19496	3,680
33	TR 19529	3,330
34	TR 19533	7,400
35	TR 19541	5,325
37	TR 19675	2,550
40	TR 19862	8,805
41	TR 19912	11,750
42	TR 19937	20,890
46	TR 20120	3,750
47	TR 20197	13,660
50	TR 20404	36,138
53	TR 20718	23,004
56	TR 20941	9,600
57	TR 21113	12,200
59	TR 21345	6,600
60	TR 21597	33,230
62	TR 21737	3,920
63	TR 21806	5,975
66	TR 22999	3,204
69	TR 28882	20,953
70	TR 20579	20,782
71	TR 21333	54,500
73	TR 22371	17,844
78	TR 18191/18488	10,971
79	TR 19080	20,291
80	TR 31269-1	43,723
81	TR 31268	7,058
83	TR 31591	16,445
85	TR 30967	18,013
86	TR 31257	26,686
87	TR 31424	6,750
88	TR 32625	17,828
89	TR 22889	16,438
90	TR 32018	11,306
91	TR 31269	7,459
92	TR 31129	12,385
93	TR 32715	12,715

Total Area, Service Area: 633,757

Total Acreage, Service Area: 14.55

Print Date: January 4, 2010
File G:\[illegible]

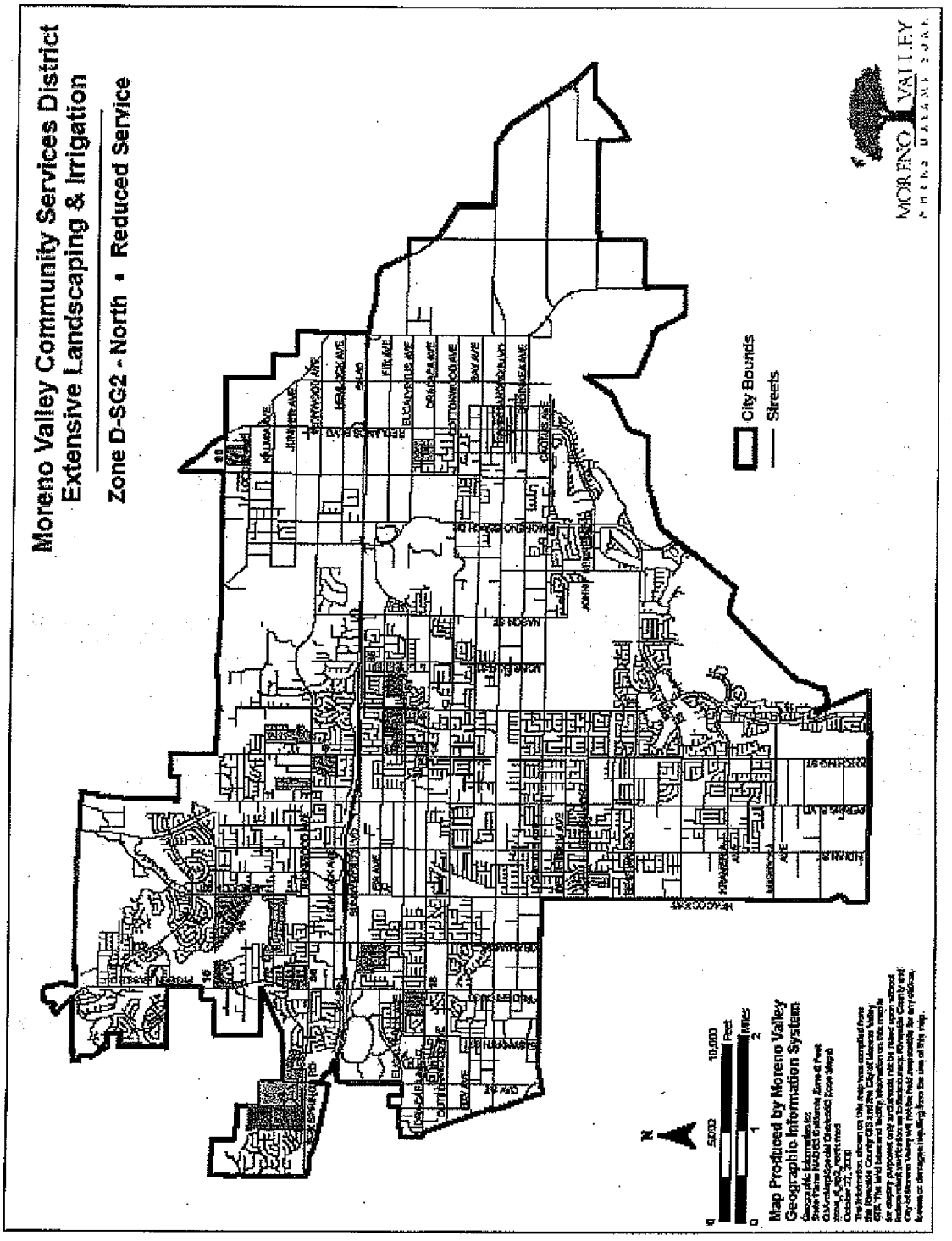
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone D-SG2 - North • Reduced Service
City Bounds
Streets
MORENO VALLEY
Map Produced by Moreno Valley
Geographic Information System

Item No. B.10

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone D-SG2 - North • Reduced Service

MAP ID	Tract Number	Area (Sq. Ft.)
1	TR 11848	9,066
3	TR 16768	16,281
4	TR 17176	21,097
10	TR 20030	11,200
11	TR 20072	23,550
14	TR 17033	9,990
16	TR 16512/21322	59,940
17	TR 24721	6,882
18	TR 16930	38,849
23	TR 19208	17,680
30	TR 19500	3,636
32	TR 19799	17,552
36	TR 19551	36,364
51	TR 20525	16,500
58	TR 21332	19,440
64	TR 22276	11,690
65	TR 22277	20,485
67	TR 23046	16,000
72	TR 22093	8,873
80	TR 19032	9,132
82	TR 20272	51,216
90	TR 17334	37,660
91	TR 18784/20906	30,432

Total Area, Service Area D-SG2 - North: 493,635

Total Acreage, Service Area D-SG2 - North: 11.3

Print Date: October 27, 2008

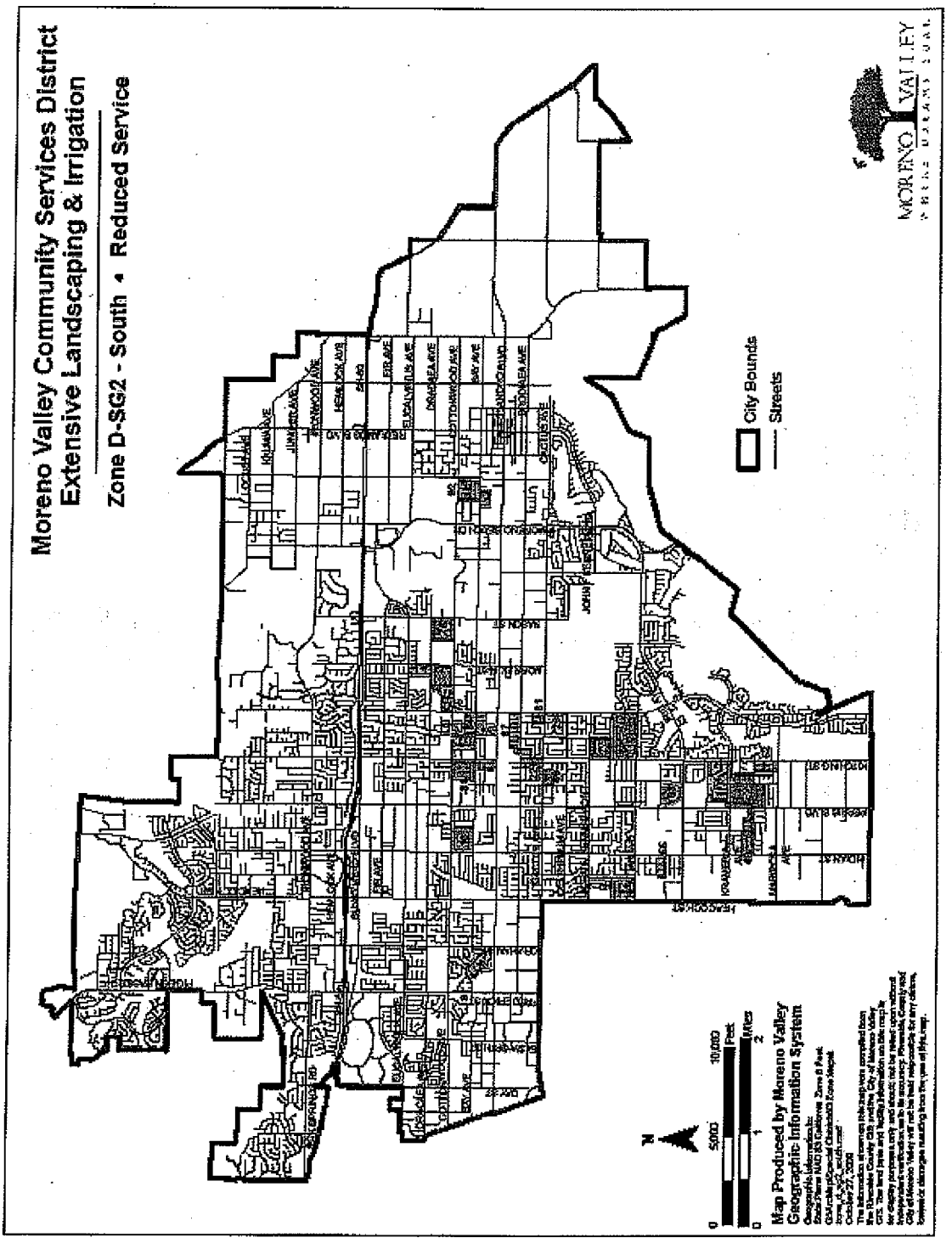
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone D-SG2 - South • Reduced Service
City Bounds
Streets
MORENO VALLEY
Map Produced by Moreno Valley
Geographic Information System
0
5000
10,000
Feet
0
1
2
Miles
N

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone D-SG2 - South • Reduced Service

MAP ID	Tract Number	Area (Sq. Ft)
2	TR 15387	9,049
5	TR 17387	4,384
7	TR 19685	62,830
8	TR 19518/18372	12,634
9	TR 19957	5,610
12	TR 20552	19,458
13	TR 20032	14,076
22	TR 19143	4,864
26	TR 19363	13,320
27	TR 19434	13,242
31	TR 19509	18,328
39	TR 19652	28,800
49	TR 20301	7,200
52	TR 20660	11,912
54	TR 20859	33,630
55	TR 20869	2,100
61	TR 21616	23,528
74	TR 26715	51,250
75	TR 27526	16,373
76	TR 30027	45,833
77	TR 29038	6,243
83	TR 15433	24,161
84	TR 13585	6,500
85	TR 16770	5,830
86	TR 17457	3,444
87	TR 17867	13,778
92	TR 31284	28,321

Total Area, Service Area D-SG2 - South: *487,698*

Total Acreage, Service Area D-SG2 - South: *11.2*

Print Date: October 27, 2006
File D:\Municipal\Landscape_d_sg2_red.xls

CITY OF MORENO VALLEY
COMMUNITY SERVICES DISTRICT
PROPOSED ZONE S (SUNNYMEAD BOULEVARD MAINTENANCE) BOUNDARIES

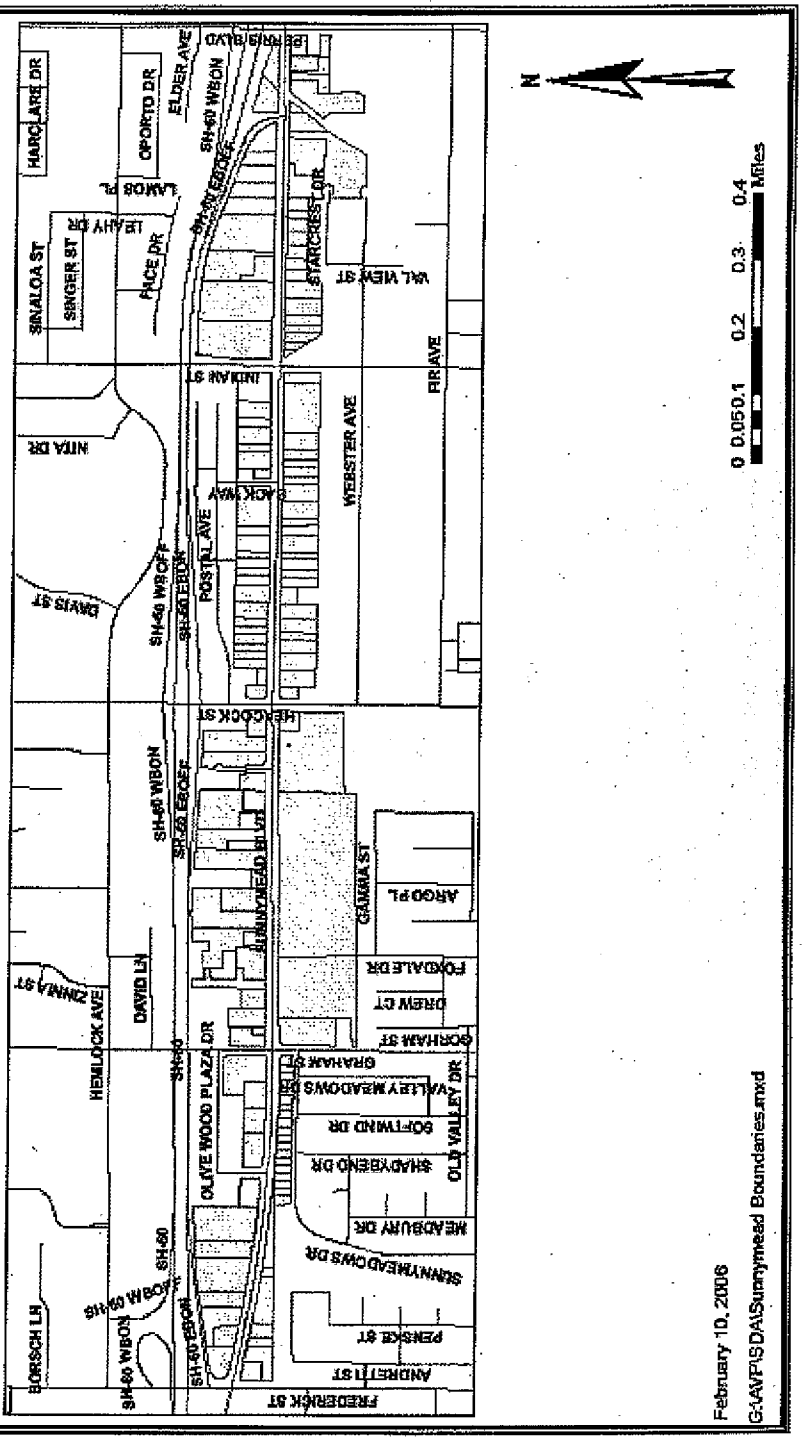

Item No. B.10

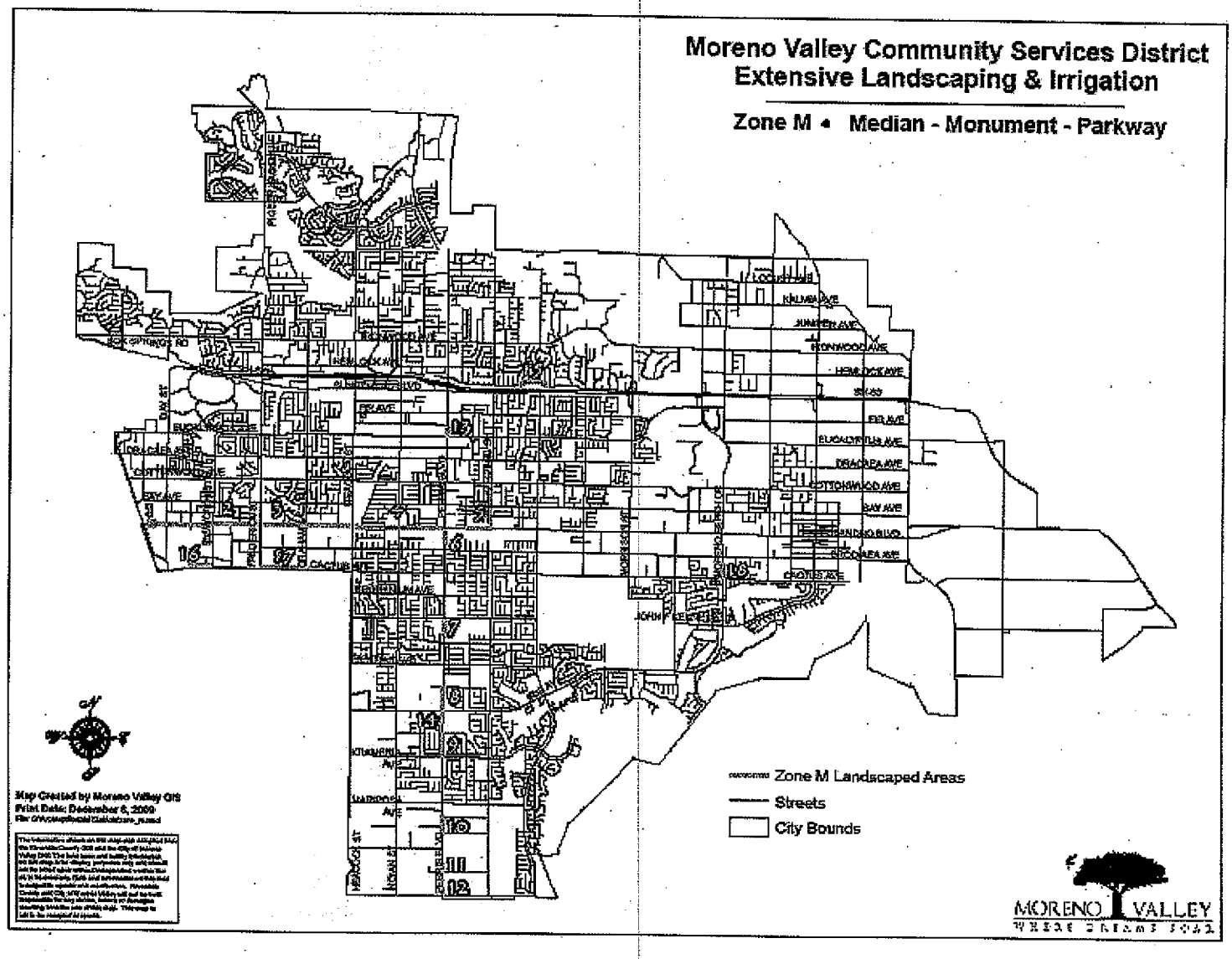
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone M • Median - Monument - Parkway
Zone M Landscaped Areas
Streets
City Bounds
MORENO VALLEY

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone M • Medians - Monuments - Parkways

Alessandro Boulevard Medians & Monuments

1. Old Hwy 215 Monuments
   - 17,895 square feet (includes 5,477 sq.ft. turf)
   - 8 trees
   - 4 remote control valves - 1 controller
2. Old Hwy 215 to Frederick Street
   - 60,423 square feet (includes 21,325 sq.ft. turf)
   - 75 trees
   - 32 remote control valves - 2 controllers
3. Frederick Street to Heacock Street
   - 68,445 square feet (includes 34,565 sq.ft. turf)
   - 64 trees
   - 22 remote control valves - 2 controllers
4. Heacock Street to Perris Boulevard
   - 15,609 square feet
   - 4 trees
   - 4 remote control valves - 2 controllers
5. Flaming Arrow Dr to Kitching St
   - 17,470 square feet
   - 21 trees
   - 16 valves - 1 controller

Perris Boulevard Medians

6. South of Alessandro Boulevard
   - 471 square feet
   - 1 tree
   - 2 remote control valves - 1 controller
7. South of John F. Kennedy Drive
   - 1,136 square feet
   - 3 trees
   - 3 remote control valves - 1 controller
8. North of Iris Ave
   - 2,200 square feet
   - 7 trees
   - 4 valves - 1 controller
9. North of Krameria Avenue
   - 3,324 square feet
   - 5 trees
   - 3 valves - 1 controller
10. At San Michele Road
    - 5,335 square feet
    - 10 trees
    - 6 valves - 1 controller
11. Perris Blvd (North of Globe St)
    - 4,110 square feet
    - 8 trees
    - 1 controller
12. Perris Blvd (South of Globe St)
    - 4,950 square feet
    - 12 trees
    - 7 valves - 1 controller
13. Perris Blvd (North of Eucalyptus Ave)
    - 1,760 square feet
14. Perris Blvd (South of Iris Ave)
    - 5,838 square feet

Elder Avenue Retention Basin Parkway

15. South Side of Elder Avenue from Grenville Avenue to Brewster Drive
    - 7,471 square feet
    - 1 tree
    - 2 remote control valves - 1 controller

Cactus Avenue Medians

16. Cactus Ave. west of Elsworth
    - 2,500 square feet
    - 5 trees

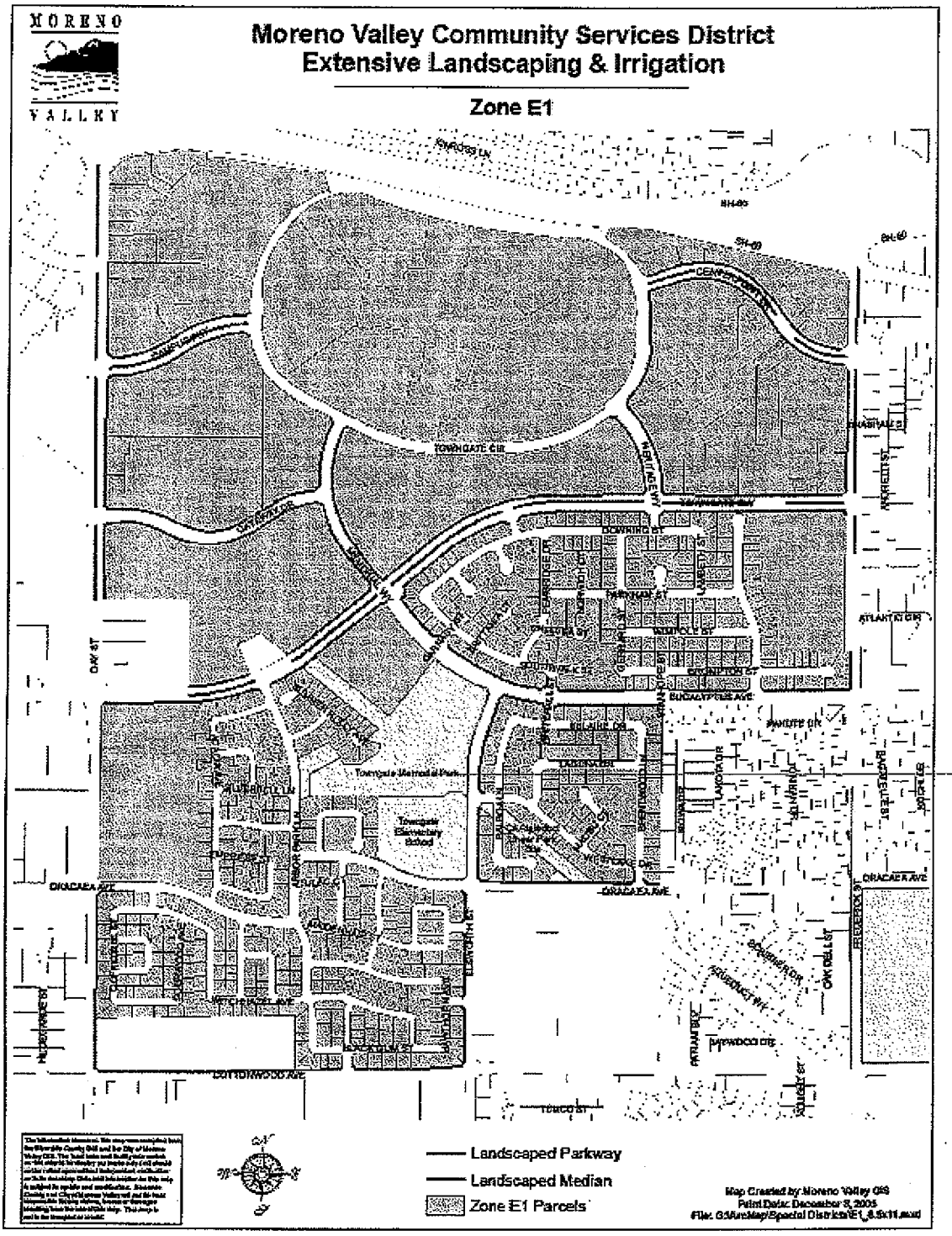
MORENO VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E1
TOWNGATE CIR
DOWNING ST
Townsgate Elementary School
Landscaped Parkway
Landscaped Median
Zone E1 Parcels
Map Created by Moreno Valley GIS
Print Date: December 3, 2005

Item No. B.10

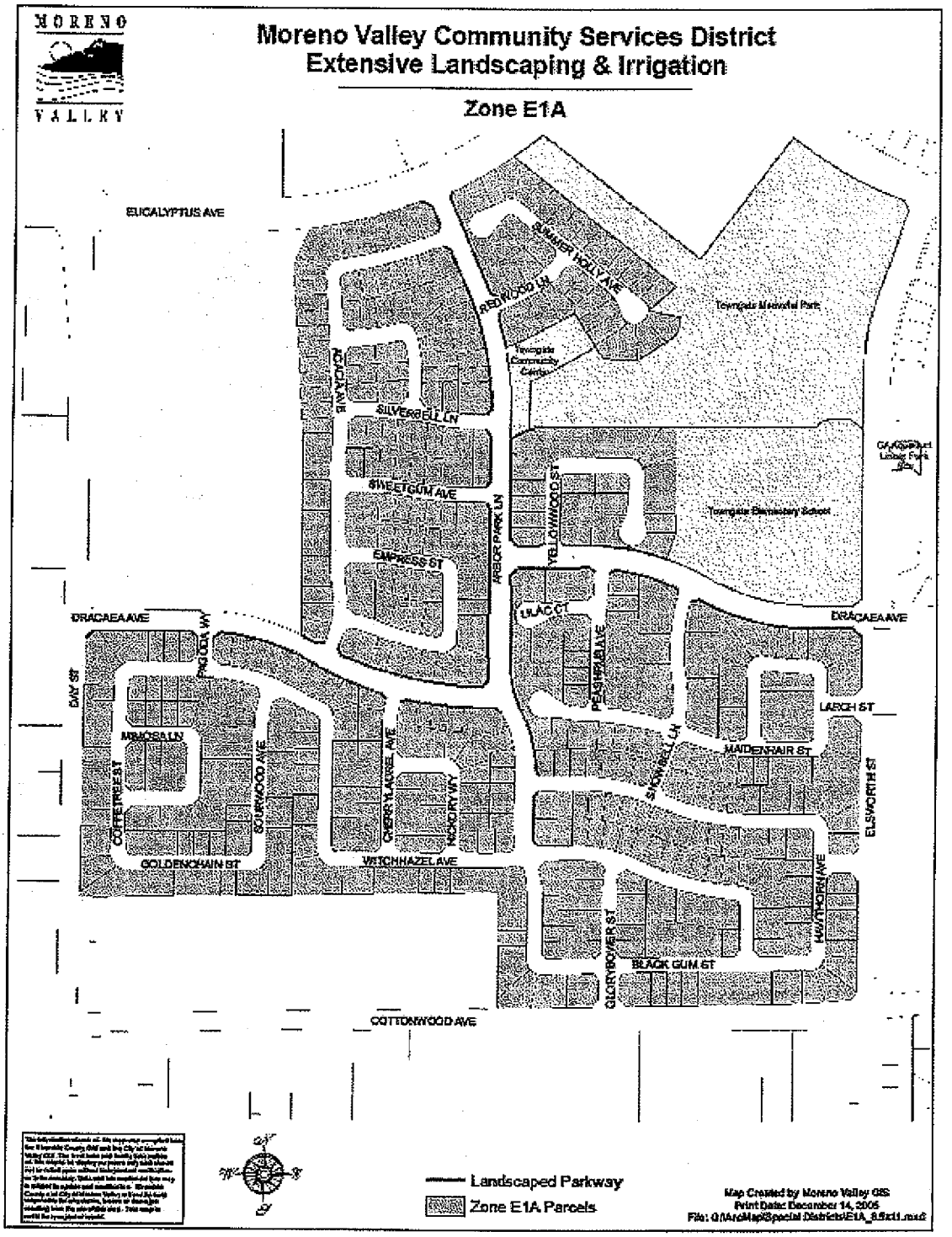
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Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E1A
EUCALYPTUS AVE
SUMMER HOLLY AVE
REDWOOD LN
Towngate Memorial Park
Towngate Community Center
SILVERBELL LN
SWEETGUM AVE
EMPRESS ST
ARBOR PARK LN
YELLOWWOOD ST
Towngate Elementary School
LILAC CT
DRACAEA AVE
PAGODA WAY
DAY ST
MIMOSA LN
COFFEETREE ST
SOURWOOD AVE
CHERRYLAUREL AVE
HICKORY WY
PESHIGO LN
SNOWBELL LN
LARCH ST
MAIDENHAIR ST
ELSWORTH ST
GOLDENCHAIN ST
WITCHHAZEL AVE
HAWTHORN AVE
GLORYBOWER ST
BLACK GUM ST
COTTONWOOD AVE
Landscaped Parkway
Zone E1A Parcels
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Print Date: December 14, 2005

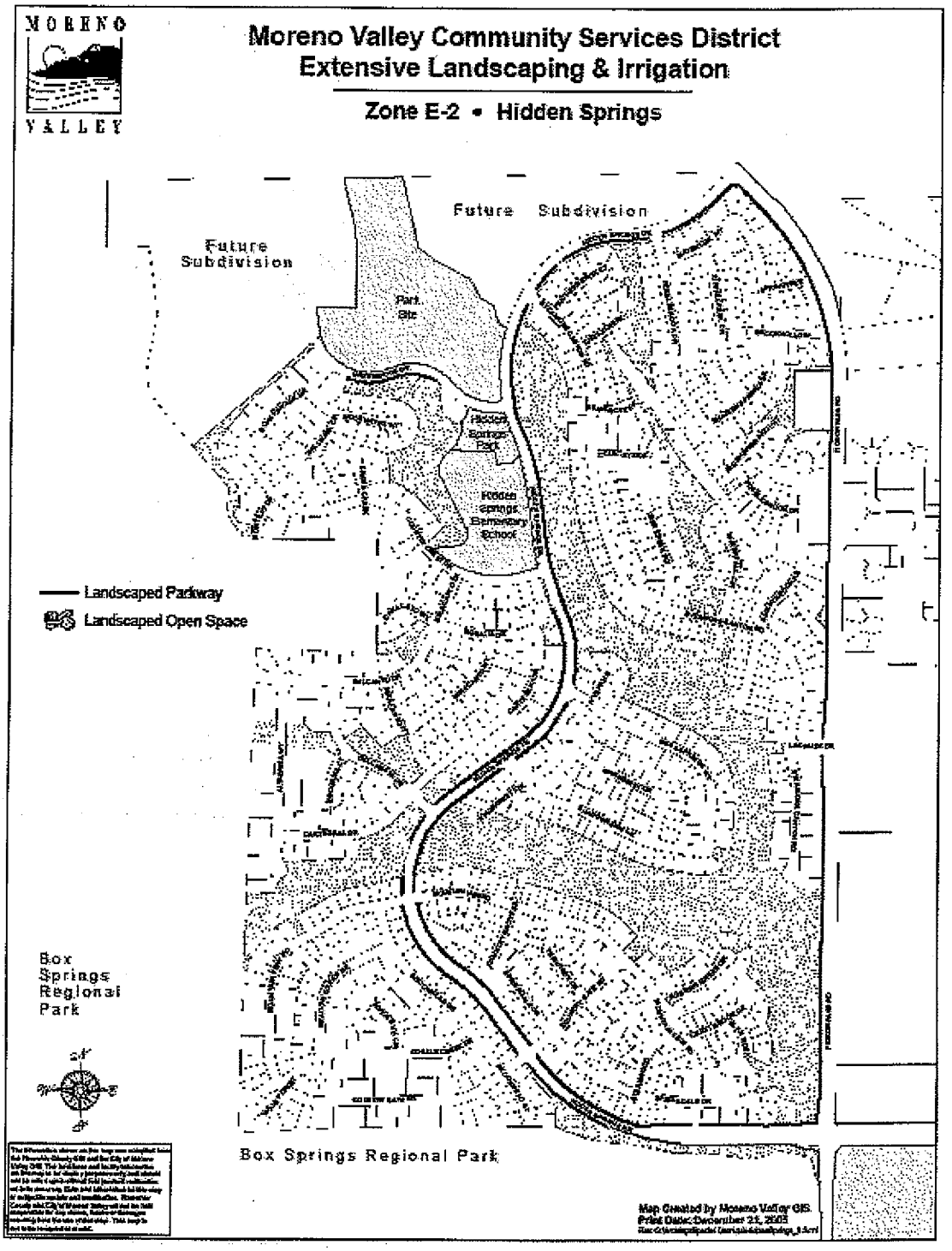
MORENO VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E-2 • Hidden Springs
Future Subdivision
Future Subdivision
Park Site
Hidden Springs Park
Hidden Springs Elementary School
Landscaped Parkway
Landscaped Open Space
Box Springs Regional Park
Box Springs Regional Park
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Print Date: December 23, 2003

Item No. B.10

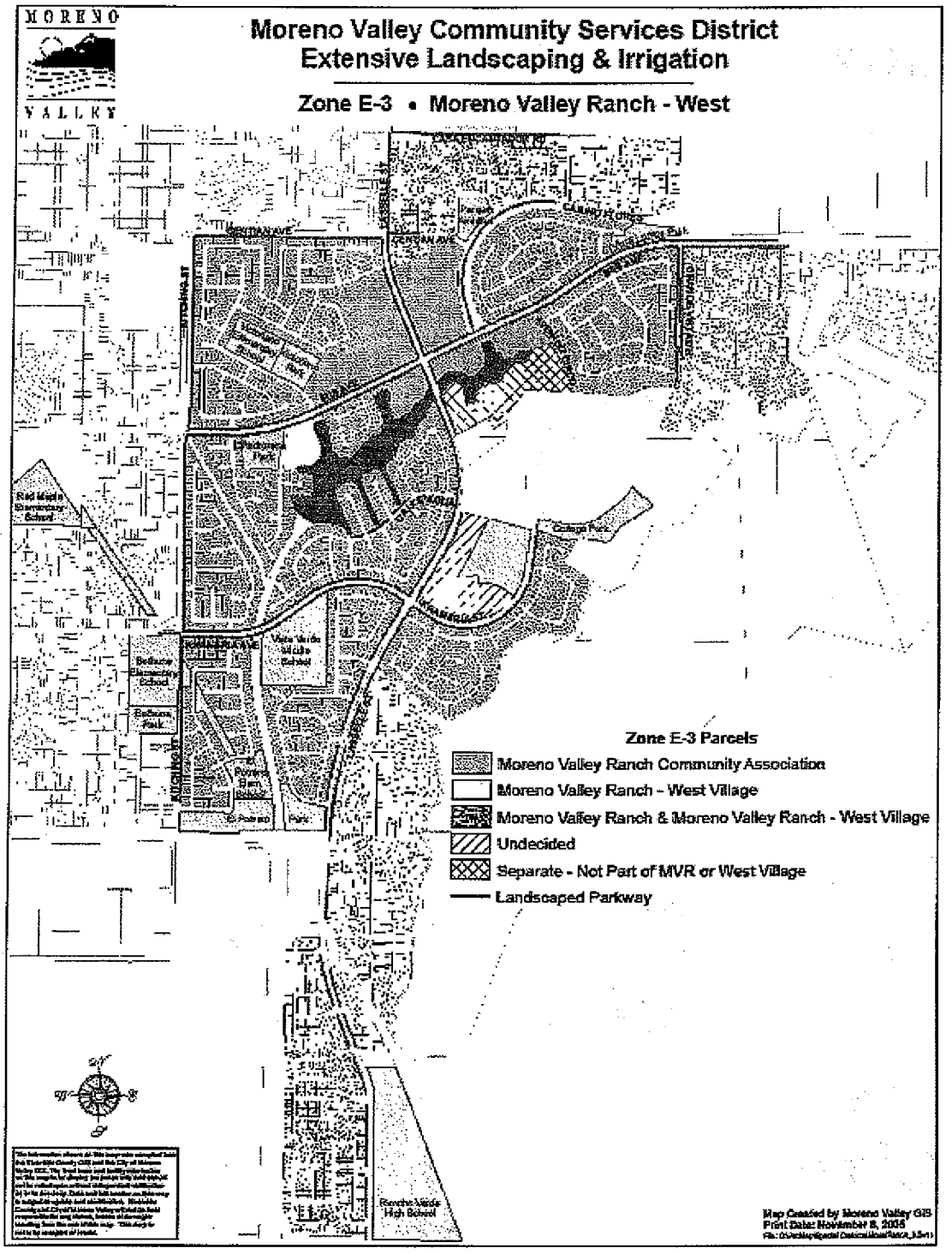
MORENO
VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E-3 • Moreno Valley Ranch - West
Zone E-3 Parcels
Moreno Valley Ranch Community Association
Moreno Valley Ranch - West Village
Moreno Valley Ranch & Moreno Valley Ranch - West Village
Undecided
Separate - Not Part of MVR or West Village
Landscaped Parkway
Map Created by Moreno Valley GIS
Print Date: November 8, 2005

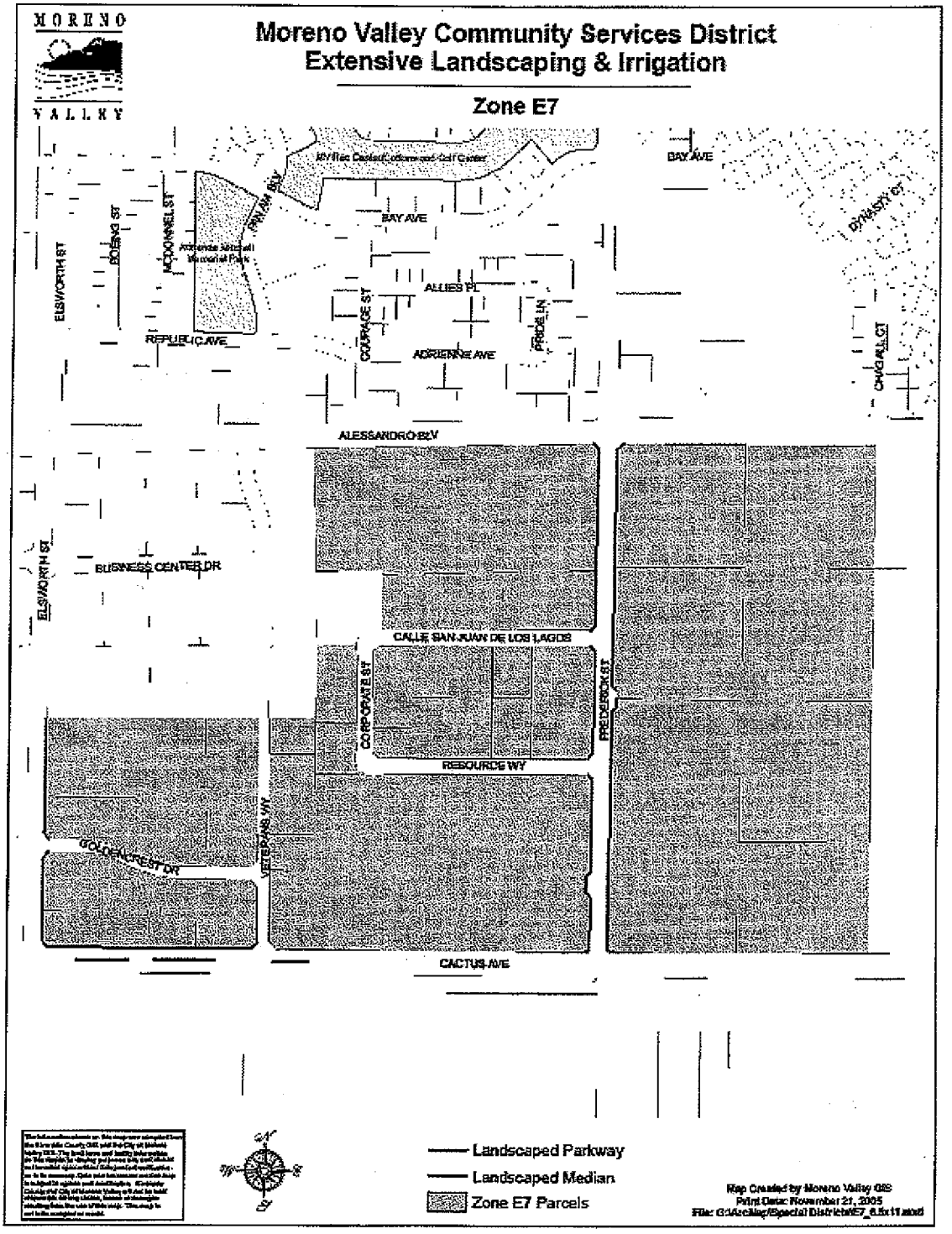
MORENO
VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E7
BAY AVE
ELSWORTH ST
BOEING ST
MCDONNELL ST
PRIMA BLV
ALLIES PL
REPUBLIC AVE
COURAGE ST
ADRIENNE AVE
PRIDE LN
DYNASTY CT
CHIGALL CT
ALESSANDRO BLV
BUSINESS CENTER DR
CALLE SAN JUAN DE LOS LAGOS
CORPORATE ST
PRIEFBROCK ST
RESOURCE WY
VETERANS WY
GOLDEN CREST DR
CACTUS AVE
Landscaped Parkway
Landscaped Median
Zone E7 Parcels
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Print Date: November 21, 2005

Item No. B.10

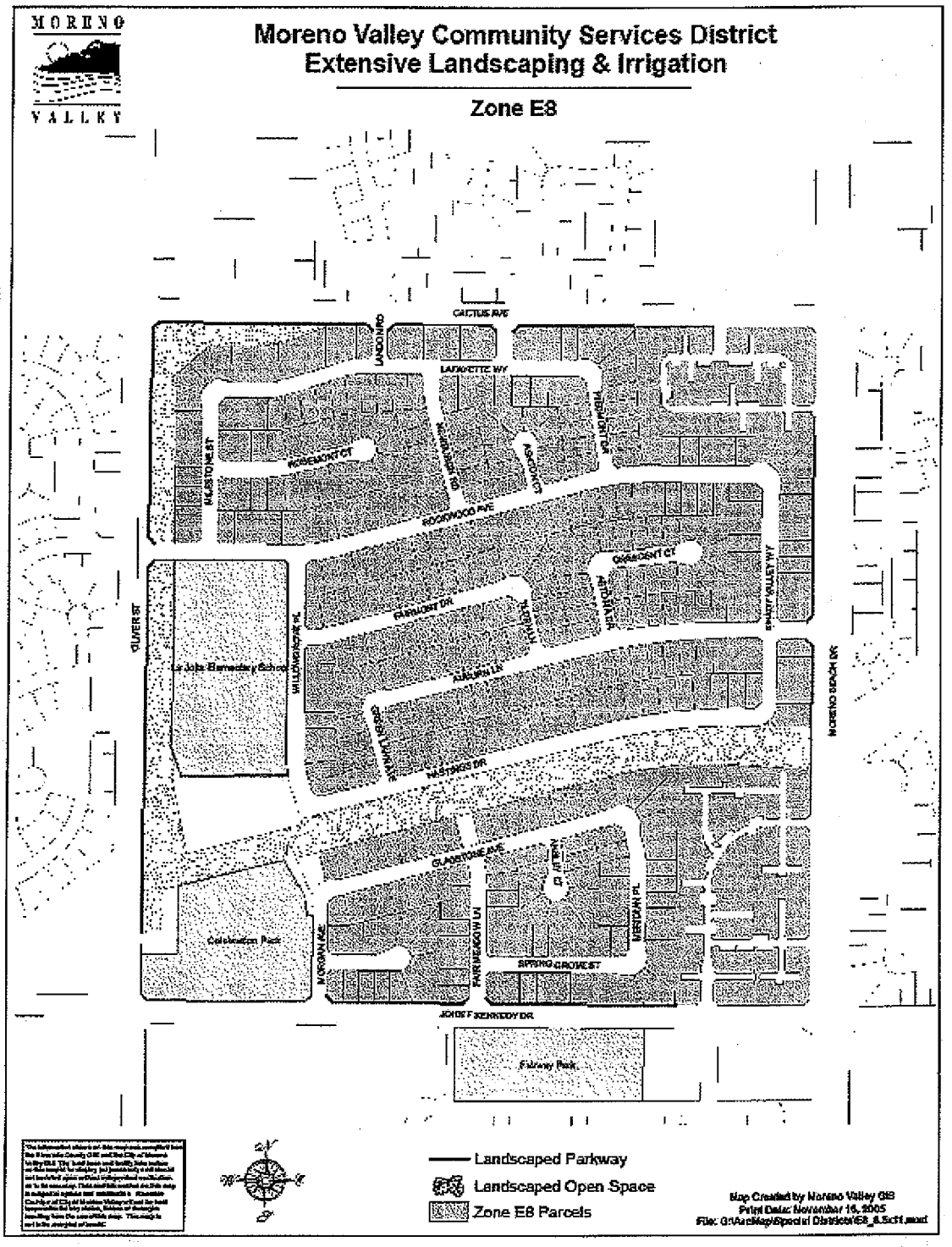
MORENO VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E8
CACTUS AVE
LANDONO
LAFAYETTE WY
ROSEMONT CT
ROSEWOOD AVE
ROSEWOOD CT
CLIVER ST
PARKLOST DR
AUBURN LN
HASTINGS DR
GLADSTONE AVE
MORENO BEACH DR
MERIDIAN PL
SPRING GROVE ST
JOHN F KENNEDY DR
Celebration Park
Fairway Park
Landscaped Parkway
Landscaped Open Space
Zone E8 Parcels
Map Created by Moreno Valley GIS
Print Date: November 16, 2005

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-12 • Stoneridge Ranch

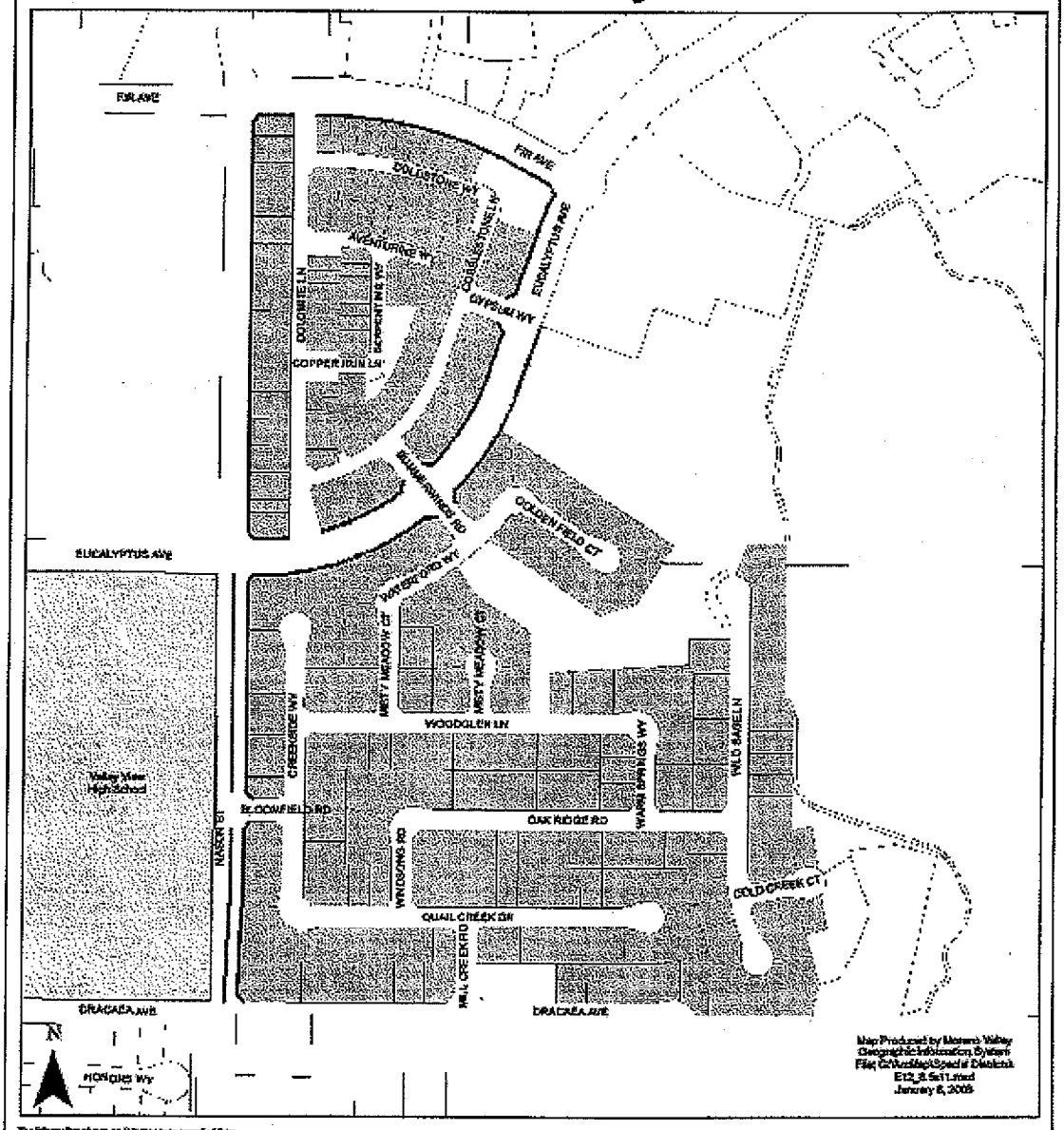

Item No. B.10

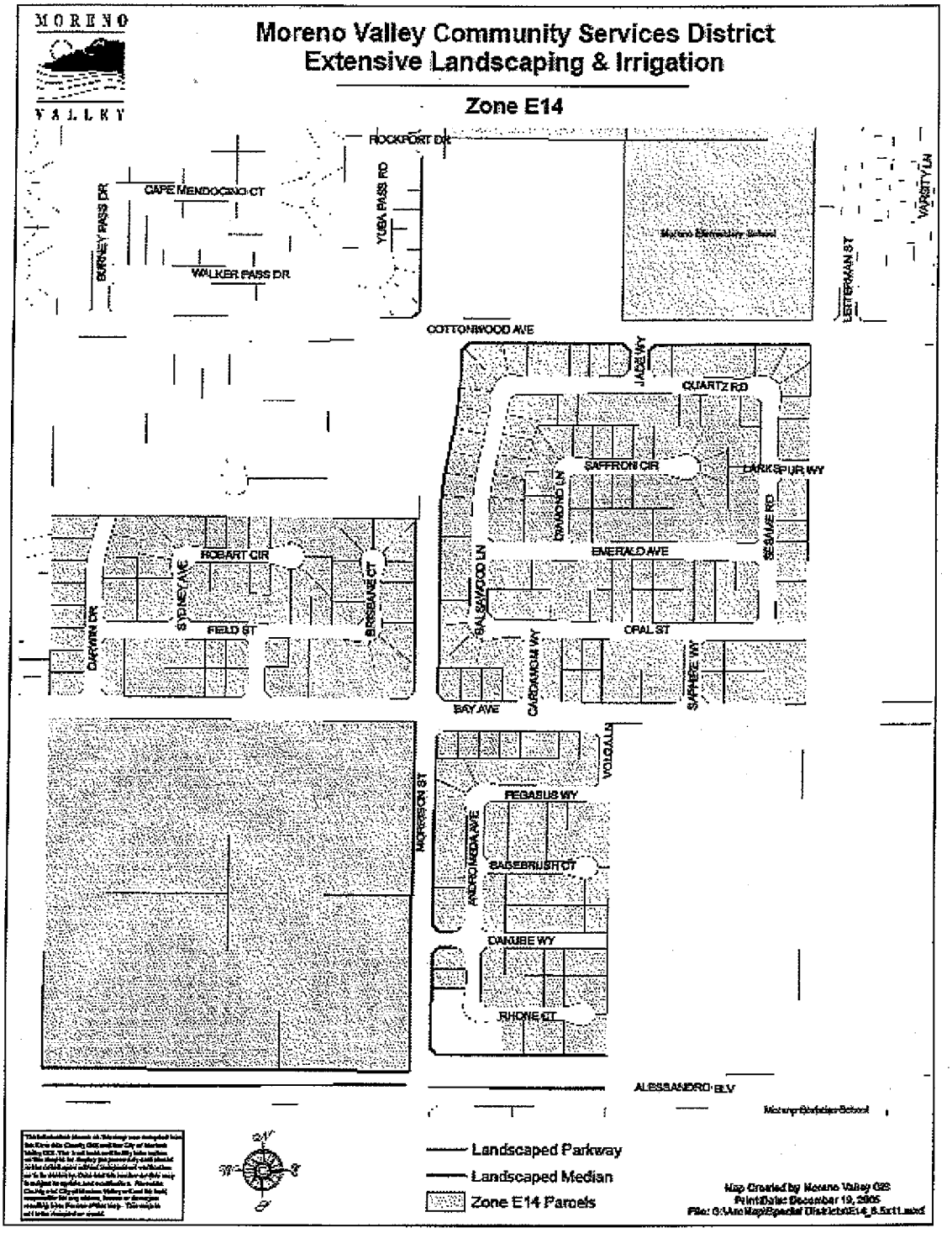
MORENO VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E14
ROCKPORT DR
CAPE MENDOCINO CT
BURNEY PASS DR
WALKER PASS DR
YUBA PASS RD
COTTONWOOD AVE
VARSITY LN
LESTERMAN ST
JADE WY
QUARTZ RD
SAFFRON CIR
LARKSPUR WY
DIAMOND LN
SESAME RD
EMERALD AVE
ROBART CIR
SYDNEY AVE
BRISBANE CT
FIELD ST
DARWIN DR
BALSAWOOD LN
OPAL ST
CARDAMOM WY
SAPHIRE WY
BAY AVE
VOLGA
PEGASUS WY
MORRISON ST
ANDROMEDA AVE
BASEBRUSH CT
DANUBE WY
RHONE CT
ALESSANDRO BLV
Landscaped Parkway
Landscaped Median
Zone E14 Parcels

Item No. B.10

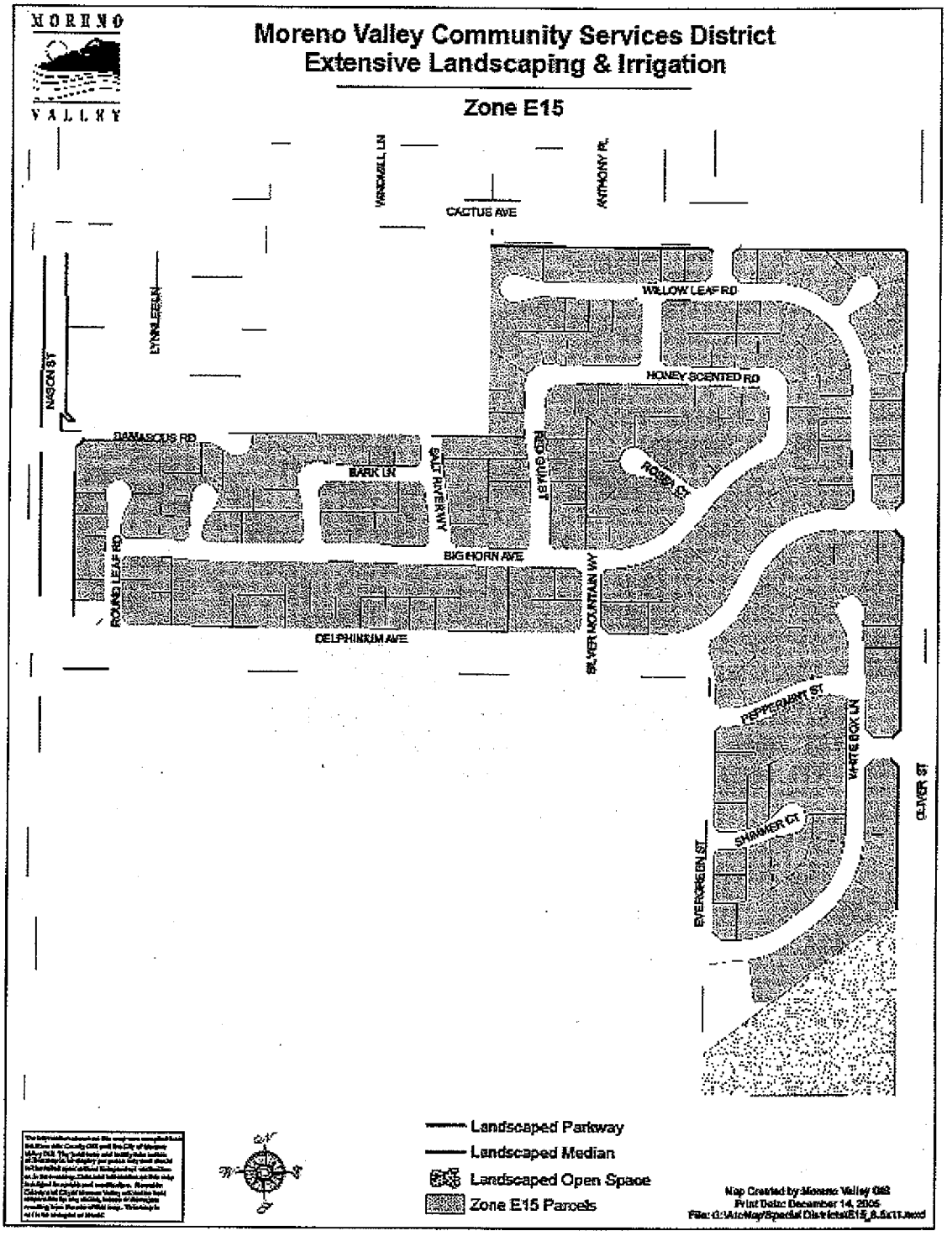
MORENO VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E15
CACTUS AVE
WILLOW LEAF RD
HONEY SCENTED RD
DAMASCUS RD
BARK LN
BIG HORN AVE
DELPHINIUM AVE
PEPPERMINT ST
SHIMMER CT
Landscaped Parkway
Landscaped Median
Landscaped Open Space
Zone E15 Parcels

Item No. B.10

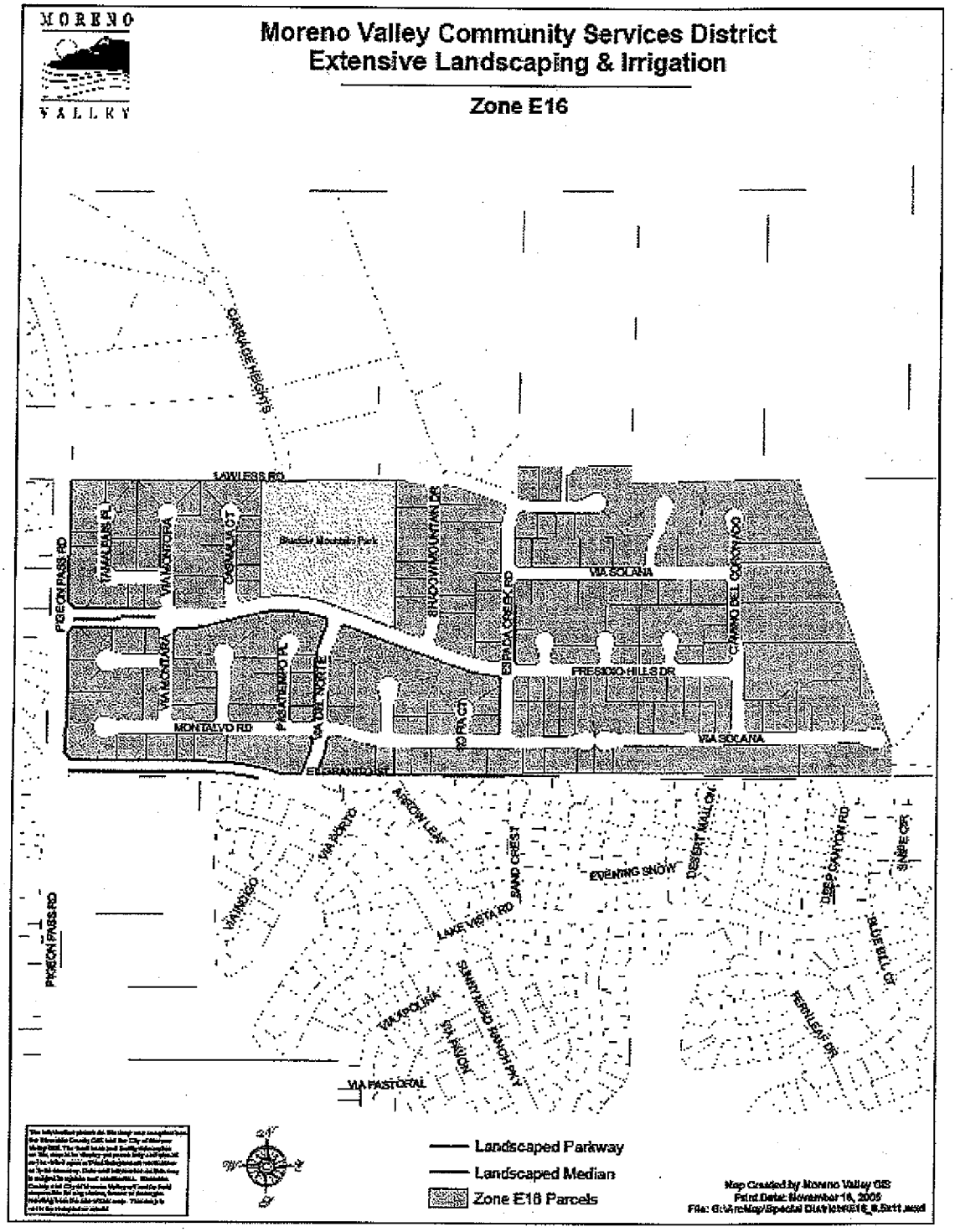
MORENO VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E16
LAWLESS RD
PIGEON PASS RD
VIA MONTOYA
VIA MONTANA
MONTALVO RD
VIA SOCANA
FRESNO HILLS DR
CAMINO DEL CONDOR
EVENING SNOW
LAKE VISTA RD
VIA PASTORAL
Landscaped Parkway
Landscaped Median
Zone E16 Parcels

R.F.P. # BDEMS/10

EXHIBIT B
District Responsibilities

1. CONTRACT SUPERVISION

a. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his delegated representative(s), hereinafter designated as "Director."

b. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. TEST REPORT FORMS

The District will forward Zone D, E, M and S annual backflow assembly test report forms to the Contractor via U.S. Mail immediately upon receipt of same. Should circumstances warrant, the District will notify the Contractor via FAX or telephone that test report forms have been mailed.

3. ACCESS TO BACKFLOW ASSEMBLIES

The District will provide Contractor with key(s) needed for accessing backflow assemblies enclosed in protective cages. Contractor shall return key(s) to the District upon termination of the agreement. Failure to do so will result in charges by the District for replacement of keys and/or any necessary labor required to provide access to the protective cages by the District as set forth in Subsection 2. a. of Exhibit A - Technical Provisions.

Project No. BDEMS/10
R.F.P. # BDEMS/10
EXHIBIT C

Payment Terms

1. CONTRACTOR'S COMPENSATION

a. The Contractor will be paid per test for work performed satisfactorily under this Contract. By the tenth of each month the Contractor shall submit to the Director Backflow Test Reports for the prior month. These reports shall be accompanied by a billing in accordance with the Contract price for the work performed, and shall become the basis for payment. No payment(s) shall be made until aforesaid reports have been submitted, and approved.

b. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract, to wit:

1. The total amount due for all backflow test devices tested the previous month, at Contractor's **Cost Per Test** price, as set forth in Contractor's Base Proposal submittal, and incorporated herein by this reference, and/or;

2. The total amount due for all repairs made the previous month to backflow prevention devices, per prices set forth in Contractor's **Unit Price List**, and submitted as part of Contractor's Proposal, and incorporated herein by this reference.

The total contract amount for twelve (12) months shall not exceed FOUR THOUSAND TWO HUNDRED FOURTY dollars and 00/100 ($4,240.00), except as provided in Section 2.a. below.

c. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

d. Contractor shall be compensated on a time and materials basis for any emergency response, as set forth in Subsection 3. c. of Contract Exhibit A., as well as any corrective work authorized by the Director unless said emergency is determined to have been caused by an act or omission attributable to the Contractor; then, all costs associated with said emergency response and corrective work shall be the solely those of the Contractor.

e. Single repairs over $100.00 for any assembly are to be considered major

repairs, and will require District approval prior to repair. Single repairs under $100.00 for any assembly may be performed without prior approval. All worn and/or replaced parts must be returned to the District.

f. All repair work shall be invoiced separately from testing. Repair parts shall be invoiced at Contractor's cost plus 10%. The District may require Contractor to submit proof of Contractor's cost for repair parts at any time during the contract period.

g. All invoicing for testing and/or repair work will clearly indicate the tract number and CSD Zone associated with the backflow assembly in question.

2. ADDITIONAL WORK

a. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain work in addition to that set forth herein as Contractor's Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Additional Work Price List, Sections A., B., or C., or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2., paragraph b. below, the Contractor shall not perform any such Additional Work without first obtaining express authorization from the District.

b. Notwithstanding the above requirement for prior authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the District for approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

a. Work required in the General or Special Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

b. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delay occasioned by the failure of the District, or of the owner of a utility to provide for the removal or relocation of utility facilities.

Project No. BDEMS/10
R.F.P. # BDEMS/10
EXHIBIT D
Term of Contract

1. TERM OF CONTRACT

a. Following approval by both parties, the Contract will commence on July 1, 2010 and shall terminate twelve (12) months thereafter.

b. At the expiration of its term, the Contract may be extended for up to four additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph b.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Agreement, or any extension thereof.

c. In considering the option to extend the Contract, as set forth in paragraph b. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on verifiable increases in cost to the Contractor to provide services required under Contractor's Scope of Work, or the current regional Consumer Price Index as published by the Bureau of Labor Statistics, whichever basis is agreed to by both parties.

d. At the expiration of its term, the Contract may, with the concurrence of both parties, be extended for up to four (4) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph d.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Agreement, or any extensions thereof.

e. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Community Services District. In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the Community Services District does not grant necessary funding appropriations and/or program approval, then the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

Project No. BDEMS/10
R.F.P. # BDEMS/10

EXHIBIT E

PROPOSAL SUBMITTAL DOCUMENTS

Project No. BDEMS/10
R.F.P. # BDEMS/10
EXHIBIT E

SCHEDULE I

ATTACH ADDITIONAL SHEETS AS NECESSARY TO PROVIDE COMPLETE RESPONSES

1. COMPANY NAME: E.R. Block plumbing

TYPE

- Sole proprietor ____
- Partnership ____
- Corporation X

2. COMPANY ADDRESS/PHONE NUMBER

MAIN OFFICE: 10910 Hole Ave Riverside CA 92505

SATELLITE OFFICE (if applicable): ____

3. CONTRACTOR LICENSE INFORMATION

- LICENSE NUMBER/CLASSIFICATION/NAME STYLE: 675567 C-36
- NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 67
- LICENSE EXPIRATION DATE: 9-2011
- CURRENT LICENSE STATUS: Active
- PRIOR ACTIONS AGAINST THIS LICENSE? IF YES, LIST CITATION TYPE AND HOW RESOLVED: None

4. COMPANY'S FEDERAL IDENTIFICATION NO.: 95-3138160

5. NAME AND TITLE OF COMPANY OFFICERS:

Greg Ross	Pres.
Stacy Ross	VP. - Sect.

Item No. B.10

6. NUMBER OF YEARS COMPANY HAS PROVIDED BACKFLOW TESTING SERVICES: 25

7. NUMBER OF YEARS COMPANY HAS PROVIDED BACKFLOW TESTING SERVICES FOR PUBLIC AGENCIES: 20

8. REFERENCES

- **LIST AT LEAST THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS - CURRENT OR SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS. ATTACH RESPONSES ON ADDITIONAL SHEETS @ ONE (1) FOR EACH REFERENCE**

- REFERENCE INFORMATION FURNISHED MUST INCLUDE:

  - NAME AND ADDRESS OF AGENCY;
  - NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
  - CONTRACT NAME(S) / NUMBER(S);
  - ANNUAL CONTRACT AMOUNT(S);
  - NUMBER OF BACKFLOWS TESTED PER CONTRACT(S);
  - LENGTH OF CONTRACT(S).

PROMPT
PROFESSIONAL
SERVICE

E. R. BLOCK PLUMBING, INC.
10910 HOLE AVENUE – RIVERSIDE, CA 92505
PHONE (951) 687-4011 FAX (951) 687-0801
CALIFORNIA STATE CONT. #675567

CONTRACT REFERENCES

Eastern Municipal Water District
P.O. Box 8300
Perris, CA 92572
(951) 928-3777
Art Olvera
3 year contract
Annual amount varies depending on number of devices tested.

City of Moreno Valley
14177 Fredrick St.
Moreno Valley, CA 92553
(951)413-3480
Margaret Williams
1 year original contract
Annual amount varies depending on number of devices tested.

Housing Authority of San Bernardino County
1738 W. Ninth St.
San Bernardino, CA 92411
(909) 647-7421
Jim Buckmaster
3 year contract
Annual amount varies depending on number of devices tested.

Alvord Unified School District
10365 Keller Ave.
Riverside, CA 92505
(951) 509-5025
Dennis Hadaway
1 year contract
Annual amount varies depending on number of devices tested.

COMMUNICATIONS & TRAFFIC SAFETY

Communications:

Project General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. Also, the Contractor must designate some responsible employee to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Please describe your company's internal communications system, both office and in-field, and how it will enable your firm to provide the communication capability outlined in the project specifications. Also, please describe how your company will provide the specified twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

Traffic Safety:

Project General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2003 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's traffic control practices and training generally, and how your firm intends to conduct work area traffic control operations if selected to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

LIST OF SUBCONTRACTORS

SUBCONTRACTORS:

In compliance with the provisions of the Government Code, Section 4102, the undersigned prosper herewith sets forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
	None used	

CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of the race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 1420, and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE Greg Ross

PRINTED NAME Greg Ross

TITLE Pres.

COMPANY NAME E.R. Block Plumbing

DATE 3-31-2010

SCHEDULE II

BID SCHEDULE

PROPOSER: E.R. Block plumbing
(Company Name)

	COST PER TEST	APPROXIMATE # OF BACKFLOWS*	TOTAL COST PER YEAR
D	20.00	120	2,400.00
M	20.00	26	520.00
S	20.00	4	80.00
E-1	20.00	14	280.00
E-1A	20.00	2	40.00
E-2	20.00	24	480.00
E-3	20.00	7	140.00
E-7	20.00	3	60.00
E-8	20.00	1	20.00
E-12	20.00	2	40.00
E-14	20.00	3	60.00
E-15	20.00	1	20.00
E-16	20.00	5	100.00
TOTAL	4240.00	212	4240.00

Total Proposal Amount in figures: 4,240 and NO /100's Dollars

Total Proposal Amount in words: four thousand two hundred forty and NO /100's Dollars

PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Proposal Schedule I), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any contract between the Moreno Valley Community Services District and E.R. Block plumbing, and as a further result, the aforesaid firm may be barred from participation in future District contracts as well as be subject to possible criminal prosecution, and;
- I have legal authority to bind E.R. Block plumbing to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE SIGNED

SIGNATURE(S) Greg Ross

PRINTED NAME(S) Greg Ross

TITLE(S) PRES.

COMPANY NAME E.R. Block plumbing

DATE 3-31-2010

The Contractor shall furnish all labor, equipment, and materials necessary to provide backflow testing services as set forth in Exhibit A of this contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

* The District is responsible for maintaining approximately 212 backflow devices located in landscaped parkways throughout the City. Quantities are approximate and may increase or decrease during the fiscal year, but are not a guarantee of any quantity to be serviced as a result of this proposal.

Addendum No(s).___1___ has/have been received and is/are made a part of this proposal.

Greg Ries 3-31-2010

(AUTHORIZED SIGNATURE AND TITLE) (DATE)

R.F.P. # BDEMS/10
EXHIBIT E – cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

A. Prices for Emergency Work, Additional Work, and Routine Backflow Repair, including, but not limited to: Exhibit A., Section 3., paragraph e., and; Exhibit C., Section 2., paragraphs a. through d.

PROPOSER: E.R. Block plumbing
(Company Name)

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

A. REPAIR WORK: $ 75.00 Per Hour

B. EMERGENCY REPAIRS: $ 140.00 Per Hour

C. REPLACEMENT PARTS SUPPLIED AT CONTRACTOR'S COST PLUS 10 %

D. DISCOUNT TERMS: 2 % Net 10 Days

Advance notice of 1 hours required for service during normal business hours.

Greg Ross pres. 3-31-2010
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

MV00206173

R.F.P. # BDEMS/10
EXHIBIT E – cont.

PROPOSER: E.R. Block plumbing
(Company Name)

CONTRACT PROPOSAL

The undersigned declares that he has carefully examined the location(s) of the proposed work, that he has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth on the following proposal. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM BASE COMPENSATION SHEET):

four thousand two hundred forty dollars and no/100
(Dollar Amount in Words)

$ 4,240.00
(Dollar Amount in Figures)

Date: 3-31-2010

Proposer: E.R. Block plumbing
(Company Name)

By: [signature]
(Signature)

Title: President

State License Number and Classification: 675567 C-36

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF California

PRESIDENT Grey Ross

(Corporate Seal)

SECRETARY Stacy Ross

Item No. B.10

R.F.P. # BDEMS/10
EXHIBIT E – cont.

AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is cash, a cashier's check, or a certified check, or a Proposal Surety Bond for 424.00, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated 3-31-2010

Signature of Proposer E.R. Block Plumbing

By Grey Ross

Address of Proposer 10916 Hole AVE
Riverside CA 92505

Telephone Number of Proposer (951) 687-4012

Names and Addresses of Members of the Firm:

Grey Ross 7280 Ashley ST Colton CA 92324
STACY Ross 7280 Ashley ST Colton CA 92324
(If a Corporation)

Signature of Proposer E.R Block Plumbing

By Grey Ross

Title President

Business Address 10916 Hole AVE.
Riverside CA 92505

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF)§

(NAME) Grey Ross, affiant being first duly sworn, deposes and says:

That he or she is President (sole owner, partner or other proper title) of E.R. Block Plumbing (Contractor) the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: E.R. Block Plumbing

Bidder's Address: 10910 Hole Ave
Riverside CA. 92505

Telephone No.: 951-687-4011

Grey Ross (Signature of Bidder) President (Title)

ALL SIGNATURES MUST BE NOTARIZED

STEFANIE L. ROSS
COMM. #1741961
Notary Public-California
RIVERSIDE COUNTY
My Comm. Exp. April 26, 2011

Item No. B.10

MV00206177

Moreno Valley Community Services District
R.F.P. # E-7/10
Centerpointe

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement, effective as of the day signed by the Financial & Administrative Director (acting in the capacity of Chief Fiscal Officer of the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. **CONTRACTOR INFORMATION:**

Contractor's Name: Excel Landscape, Inc.
Address: 710 Rimpau Ave., Ste. 108
City: Corona, Ca Zip:92879
Business Phone: 951-735-9650 Fax: 951-735-0469
Other Contact Number: _____
Social Security Number: _____
Business License Number: 09319
Federal Tax I.D. Number: 33-0617953
Contractors' License Number & Classification: 694553/C-27

2. **CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:**

A. The Contractor's scope of service, performance specifications, and/or additional terms and conditions are described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The District's responsibility, other than payment, is described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contractor Starting Date is July 1, 2010 and the Contractor Ending Date is June 30, 2011. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-

subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal submittal documents, including but not limited to the Notice Requsting Proposals, Instruction To Proposers, Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. **STANDARD TERMS AND CONDITIONS:**

A. Control of Work. Except for compliance with specifications and performance standards provided for in Exhibit "A," Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide any training to Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the

City's, RDA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, RDA, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement.

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.

By: _____ Date: _____

(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

J. Termination.
   a. Either party may terminate this Agreement upon breach of the Agreement by the other party. In the event the District terminates the Agreement, the Contractor shall perform no further services under the Agreement unless the notice of termination authorizes such further work.
   b. The District may terminate this Agreement without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractors time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Agreement. No officer or employee of the District or City shall have any financial interest in this Agreement in violation of federal, state, or local law.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

R.F.P. # E-7/10

To Contractor: Excel Landscape, Inc.
710 Rimpau Ave. Ste. 108
Corona, Ca 92879
951-735-9650
[Telephone number]
951-735-0469
[Fax number]

With a copy to: _____
[Attorney for Contractor, if applicable]
_____
[Street Address]
_____
[Post Office Box, if applicable]
_____
[City, State, Zip Code]
_____
[Telephone number]
( )_____
[Fax number]
( )_____

To CSD: MORENO VALLEY COMMUNITY SERVICES DISTRICT
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto
Telephone number: (951) 413-3480
Fax Number: (951) 413-3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: (951) 413-3036
Fax number: (951) 413-3034

SIGNATURE PAGE TO FOLLOW

R.F.P. # E-7/10

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____
Financial & Administrative Director, acting in the capacity of Chief Fiscal Officer of the Board of Directors of the Moreno Valley Community Services District

Date: 5-12-10

Contractor

By: _____

Title: President

Date: 4/20/10

By: _____

Title: Sec. / Treas

Date: 4/20/10

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
Deputy City Attorney

5-5-10
_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

5/10/10
_____
Date

Attachments

State of California)
County of Riverside)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On April 20, 2010 before me, Dannika Tutwiler, notary,
(here insert name and title of the officer)

personally appeared Jose Angel Alfaro and Josefina Cuevas Alfaro,

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

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

WITNESS my hand and official seal.

Signature

DANNIKA TUTWILER
Commission # 1878884
Notary Public - California
Riverside County
My Comm. Expires Feb 1, 2014

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Independent Contractor Agreement, RFP# E-7/10

containing 7 pages, and dated 4/20/10.

The signer(s) capacity or authority is/are as:

- [x] Individual(s)
- [ ] Attorney-in-Fact
- [ ] Corporate Officer(s) _____ Title(s)
- [ ] Guardian/Conservator
- [ ] Partner - Limited/General
- [ ] Trustee(s)
- [ ] Other: _____

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
- ○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- [ ] Additional Signer(s) [ ] Signer(s) Thumbprint(s)
- [ ] _____

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Item No. B.10

MV00206185

Project No. E-7/10
R.F.P. # E-7/10
EXHIBIT A

1. SCOPE OF WORK

a. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Contract Exhibit A.

b. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf and shrub areas designated hereunder; regularly maintain and prune trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

c. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

d. The Contractor shall be responsible for carefully reviewing the site(s), and verifying that all areas include the square footage noted for each location of proposed work. The Contractor shall not be relieved of his or her liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Specifications, and the actual conditions revealed during the examination of the locations of the proposed work.

2. SCHEDULING OF WORK

a. The Contractor shall adhere to the facilities, equipment and staffing schedule, and monthly and annual work schedules submitted as a part of Contractor's bid, and incorporated herein by this reference. These schedules, and any approved revisions thereto, shall be used by the District as a basis for determining Contractor's satisfactory performance.

b. Revisions to facilities, equipment, staffing, or monthly and annual work schedules shall not be implemented without the prior written approval of

the Director. The Contractor shall submit proposed revisions to equipment and staffing, or monthly and annual work schedules in writing to the District at the address as set forth in Section N. of the Agreement, at least ten (10) working days prior to commencing work per the proposed revisions.

c. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

d. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

e. The Contractor shall notify the Director in writing at least five (5) days prior to the date and time of all "Specialty" type maintenance operations, which shall include, but are not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended methods of execution, materials to be used, and the dates for commencement, and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

f. When inclement weather renders performance per approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor shall adjust his work force in order to accomplish those work items not affected by weather, and shall contact District field staff to inform them of said alternate work assignments. Failure to so advise the District may be cause for assessment of non-performance penalties, per Exhibit C, Section 4.

g. For the purposes of this Contract, "Working Days" shall be Mondays through Fridays. The hours of maintenance service shall be 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule approved the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas	December 25

If a holiday falls upon a Sunday, the following Monday shall be the date the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, contractor shall submit a proposed make-up day for the Director's approval.

3. FUNCTIONS AND RESPONSIBILITIES

a. The Director and Contractor shall conduct an inspection of all sites covered under this Agreement as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Agreement. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

b. The Contractor shall maintain on an ongoing basis a monthly log that records all work performed by Contractor. Said log shall be in a form and content acceptable to the Director (see Contract Documents, Appendix B), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

c. The Contractor shall perform at least one maintenance inspection weekly during daylight hours of all sites. Such inspection shall be both visual and operational, including but not limited to, operation of all automatic irrigation

systems to check for proper condition, and reliability. Additionally, the Director may require Contractor to attend meetings with District field staff at some fixed interval to review Contractor's operations, and schedule such future work as may be ordered by the Director. Failure to conduct said weekly inspections or attend regularly scheduled meetings, may result in the assessment of non-performance penalties per Exhibit C., Section 4.

d. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in Contractor's firm name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Section 3., paragraph e. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, two-way radio, pager, or car phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service, and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

e. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at <u>any</u> time:

1. City Manager
2. Director of Public Works
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Landscape Districts Program Manager
7. Senior Landscape Services Inspector
8. Landscape Services Inspector
9. Street Maint. Supervisor

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2., paragraphs a. and b., unless said emergency is determined to have been caused by an act or omission attributable to Contractor.

4. CONTRACTOR'S STAFF

a. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

b. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper and efficient manner at all times, and shall cause the least possible inconvenience to the public.

c. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the District.

d. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to proper shoes, other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements, and wearing of proper clothing.

Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

e. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

R.F.P. # E-7/10
EXHIBIT A – cont.

5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards, and its branch offices.

6. COMPLAINTS

a. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3., paragraph a.

b. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above.

c. In addition to the provisions of Section 6., paragraph a. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

a. The Contractor agrees to perform all work outlined in these Specifications in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all

applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

b. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2003 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between 3:30 p.m. and 6:00 p.m.

c. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

d. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) days following the occurrence.

e. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3. of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section of the General Provisions may result in contract termination, per Agreement, Section J.

R.F.P. # E-7/10
EXHIBIT A – cont.

8. USE OF CHEMICALS

a. Before the beginning of the contract period, the Contractor shall submit a list of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals approved by the State of California Department of Food and Agriculture, and shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS).

b. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.

d. Contractor shall report all fertilizers and pesticides used in performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3., paragraph b. above. This report shall include: date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of contract. By submitting a proposal, the Contractor certifies to the City that he has trained his employees and subcontractors, if any, for Urban Runoff Management, and included sufficient sums in his base compensation proposal amount to cover such costs of said training.

R.F.P. # E-7/10
EXHIBIT A – cont.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

a. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the period of work on this contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

b. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

a. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this contract, as required by California Labor Code Section 1776.

b. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

c. The District may withhold from Contractor's progress payments the penal sum of $25.00 per calendar day (or portion thereof) for each workman employed in connection with this contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

R.F.P. # E-7/10
EXHIBIT A – cont.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

a. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

b. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

a. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

b. Repairs made to sites and site appurtenances that are damaged as a result of Acts of God, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2., paragraphs a. and b.

R.F.P. # E-7/10
EXHIBIT A – cont.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

R.F.P. # E-7/10
EXHIBIT A – cont.

R.F.P. # E-7/10
TECHNICAL PROVISIONS - LANDSCAPE

1. TURF CARE

a. All turf areas shall be mowed, edged, and trimmed weekly-on no more than two (2) consecutive days-weather and site conditions permitting. Any prolonged deviation from this schedule shall require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

b. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

c. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

d. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

e. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

f. Mowing height for cool season grasses shall not exceed three inches (3")

g. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.

h. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

i. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

j. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

R.F.P. # E-7/10
EXHIBIT A – cont.

k. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

l. Fertilization: See Technical Provisions - Fertilization, Section 1., paragraphs a. through f.

m. Pest control: See Technical Provisions - Pesticide Use, Section 4., paragraphs a., b, and c.

n. Aeration:

1. All turf areas shall be aerated two (2) times annually;

2. Aeration shall be done in the spring and fall, or as directed by District field staff;

3. Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

4. Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

5. Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

6. Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions - Fertilization Specifications, Section 1., paragraphs a. (Table I), b., c., d., and e.

o. Renovation/thatching operations are to be considered Additional Work, per Exhibit C., Section 2., paragraphs a. and b.

2. TREE CARE

a. All trees are to be maintained in a manner that will promote normal, healthy growth.

b. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2., paragraphs a., and b.

R.F.P. # E-7/10
EXHIBIT A – cont.

c. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

d. Any tree shall be pruned at any time in order to:

1. Remove dead, diseased, or damaged branches;

2. Remove unwanted encroachments into public and/or utility rights-of-way;

3. Correct any condition which the Director has deemed to be hazardous.

e. Trees up to eighteen feet (18') in height shall:

1. Be pruned to enable successful adaptation to their particular site situation;

2. Have no more than one-third (1/3) of living branches removed annually;

3. Be fertilized only as directed by District field staff.

f. Trees over eighteen feet (18') in height shall:

1. Be inspected annually;

2. Pruned and/or trimmed as necessary to maintain proper site orientation;

3. Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

4. Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

g. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order;

2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

h. The following practices shall not be allowed:

1. Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

3. Use of pruning paint/pruning compound/wound dressing;

4. Use of climbing spurs or gaffs.

i. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

j. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodgepole-type stakes is the minimum District standard.

k. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

l. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a. through d., below.

3. SHRUB CARE

a. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

b. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

c. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

d. Any shrub shall be pruned and/or trimmed at any time in order to:

1. Remove dead, diseased, or damaged branches;

2. Remove unwanted encroachments into public and/or utility rights-of-way;

3. Correct any condition which the Director has deemed to be hazardous.

e. Shrubs shall be pruned:

1. To enable successful adaptation to their particular site situation;

2. Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

3. As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

f. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order;

2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

g. The following practices shall <u>not</u> be allowed:

1. Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") <u>will be done only when authorized by the Director on a site-specific basis</u>.

2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

3. Use of pruning paint/pruning compound/wound dressing.

h. Fertilization: See <u>Technical Provisions - Fertilization</u>, Section 2., paragraphs a. through e., below.

i. Pest control: See <u>Technical Provisions – Pesticide Use</u>, Section 3., paragraphs a., b., c., and d.

4. <u>GROUND COVER CARE</u>

a. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

b. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

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EXHIBIT A – cont.

c. Ground covers shall be pruned/trimmed at any time in order to:

1. Remove dead, diseased, or damaged branches/crowns;

2. Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

3. Correct any condition which the Director has deemed to be hazardous.

d. Ground covers shall be pruned/trimmed/renovated:

1. To enable successful adaptation to their particular site situation;

2. In accordance with accepted practices for the particular species in question;

3. As often as is necessary to accomplish the results intended in paragraphs 1. and 2. above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

e. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order;

2. Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

f. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

g. Fertilization: See Technical Provisions - Fertilization, Section 2., Paragraphs a. through e.

h. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a., b., c., and d.

R.F.P. # E-7/10
EXHIBIT A – cont.

5. WEED CONTROL

a. All weeds shall be continuously controlled at all sites.

b. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

c. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; non-landscaped portions of sites, as determined by the Director.

d. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

e. Chemical weed control: See Technical Provisions – Pesticide Use, Section 3., paragraph a.

f. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

6. IRRIGATION

a. All landscape sites shall at all times receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

b. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3.-Functions and Responsibilities, paragraph c., above. Said maintenance shall include, but not limited to: visual and operational inspections one (1) time per week; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

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EXHIBIT A – cont.

c. For the purposes of these Special Provisions, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties up to the amount of 11 percent of the Contractor's monthly base price as set forth in Exhibit C., Section 1., paragraph b. Repairs due to vandalism, theft, and acts or omissions by third parties in excess of the above indicated amount may be billed as Additional Work, per Exhibit C., Section 2., paragraph a.

d. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

e. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

f. Automatic irrigation systems shall:

1. Be inspected for, and repaired as necessary to ensure, proper operation, and coverage not less than one (1) time per week;

2. Be turned off during periods of rainfall, or as directed by District field staff;

3. Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

g. Manually operated irrigation systems shall:

1. Be operated only when Contractor's personnel are present on site;

2. Be inspected for, and repaired as necessary to ensure proper operation, and coverage not less than at each time of operation;

3. Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

h. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

i. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

7. DEBRIS/LITTER

a. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

b. Contractor shall make a minimum of one (1) visitation per week of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walks the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of this condition.

c. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

d. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2., paragraphs a. and b.

e. The Contractor shall dispose of all debris and litter as described in paragraphs a. and b. above off-site, and in a legal manner.

f. The Contractor shall notify the Director **immediately** whenever suspected hazardous waste materials are discovered on service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

g. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

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EXHIBIT A – cont.

8. GREENWASTE RECYCLING

a. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

b. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in performance of contract's Scope of Work.

c. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

d. The Contractor shall submit a Monthly Greenwaste Report (see Contract Documents-Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities, paragraph a., above. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

e. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

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EXHIBIT A – cont.

R.F.P. # E-7/10

TECHNICAL PROVISIONS - FERTILIZATION

1. TURF FERTILIZATION

a. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps.	Type of Fertilizer	Rates per 1000 sq. ft. Lbs.of Actual N	Rates per 1000 sq. ft. Amt.of Fertilizer
JAN	-	-	-	-
FEB	-	-	-	-
MAR	-	-	-	-
APR	Aeration†	Humus Base‡	0.5	Per product analysis
MAY	-	-	-	-
JUNE	-	-	-	-
JULY	-	-	-	-
AUG	-	-	-	-
SEPT	-	-	-	-
OCT	Aeration†	Humus Base‡	0.5	Per product analysis
NOV	-	-	-	-
DEC	-	-	-	-

These fertilizers to contain micronutrients including iron. See following section on fertilizers

† See General Provisions, Section 4., paragraph K., and Landscape Maintenance Specifications, Section 1., paragraph n., items 1. through 6.

‡ See Fertilization Specifications, Section 1., paragraphs c. and d. below.

R.F.P. # E-7/10
EXHIBIT A – cont.

b. Per Technical Provisions – Landscape Section 1.n.6., a humus base fertilizer shall be applied to turf areas immediately following spring and fall aeration operations. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Humus base fertilizers to be applied by drop spreader only.

d. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

e. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

f. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals, paragraph a. above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b. above.

g. Written notification is required to Director five (5) days prior to fertilizer application.

2. SHRUB & GROUND COVER FERTILIZATION

a. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Apps.	Type of Fertilizer	Rates per 1000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
APR	1	23-5-10*	1.5	6.5 lbs
SEPT	1	23-5-10*	1.5	6.5 lbs

* 23-5-10/BEST® POLY SUPREME or approved equal

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EXHIBIT A – cont.

b. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

c. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said contract, per Section 8. – Use of Chemicals, paragraph a., above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b., above.

d. Written notification is required to Director five (5) days prior to fertilizer application.

e. For fertilizer application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

3. TREE FERTILIZATION

a. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

a. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

1. Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

2. Absolutely no injecting or drilling into tree trunk will be allowed.

3. Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

4. Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

c. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said contract, per Section 8. – Use of Chemicals, paragraph a., above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b., above.

d. Written notification is required to Director five (5) days prior to fertilizer application.

e. For fertilizer application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

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EXHIBIT A – cont.

R.F.P. # E-7/10
TECHNICAL PROVISIONS – PESTICIDE USE

1. GENERAL

a. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.

b. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Agreement.

c. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

d. Before the beginning of contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used in the fulfillment of said contract, per Section 8., paragraph a., above. A valid written pesticide use recommendation for each pesticide so listed shall be submitted concurrently with this list. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, paragraph b., above, any changes, additions, deletions or substitutions to the recommended pesticides so listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

e. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

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EXHIBIT A – cont.

2. REPORTING SPECIFICATIONS

a. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall containaccurate and valid information. The Director may require that copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

b. For pesticide application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

b. A five (5) working day written notice shall be given to the Director prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

a. Weed Control

1. All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice annually, as determined by the Director.

2. Appropriate chemical control must be used on the following weeds. This list is inclusive; other species may be added by the Director as necessary.

Bermuda Grass
Kikuyu Grass
Nutsedge
Field Bindweed
Spurge

3. Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

b. Snail Control

1. Snails shall be controlled on a regular basis on the following plant species:

   Agapanthus africanus;
   Aptenia sp.;
   Gazania sp.;
   Hemerocallis sp.

2. Snails shall be controlled on an as needed basis on all other plant material.

3. Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Insect and Disease Control

1. The Director may require that tree species which are being subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

2. The Director may require that all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

3. The Director may require that all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

4. The Director may require that all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

5. All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

d. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notice from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

4. TURF - PESTICIDE USAGE CRITERIA

a. Weed Control

1. When Director determines that turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications.

2. All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use.

3. Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 2., paragraph a.

b. Insect and Disease Control

1. All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed.

2. All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director.

c. Vertebrate Pest Control

1. All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of notice from the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4., paragraph a.

PROJECT LOCATION MAPS ON FOLLOWING PAGE

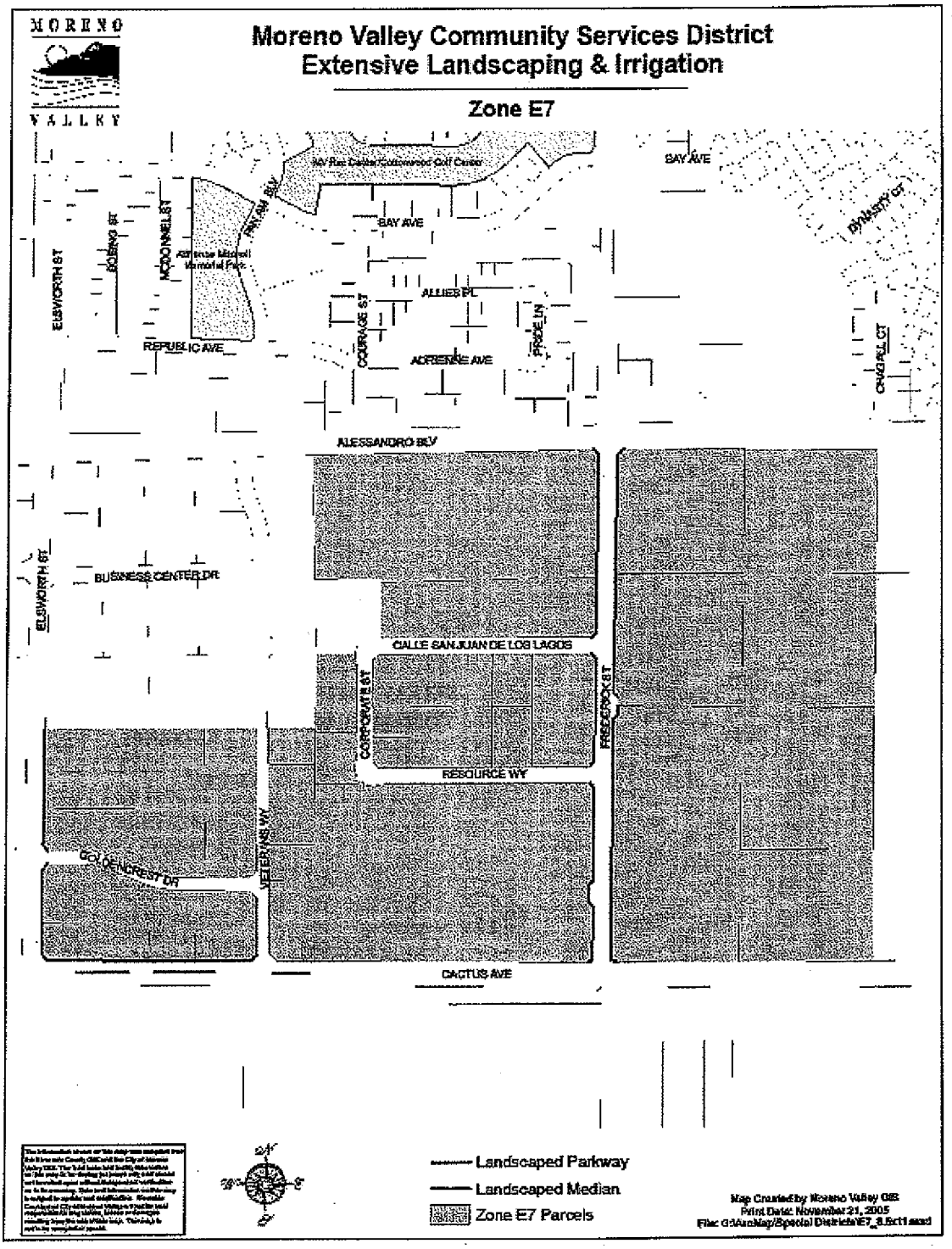
MORENO VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E7
SAY AVE
ELSWORTH ST
MOENO ST
MCDONNELL ST
REPUBLIC AVE
COURAGE ST
ALLIES PL
ADRIENNE AVE
PRIDE LN
DYNASTY CT
CHIGFIELD CT
ALESSANDRO BLV
BUSINESS CENTER DR
CALLE SAN JUAN DE LOS LAGOS
CORPORATE ST
FREEDOM ST
RESOURCE WY
VETERANS WY
GOLDENCREST DR
CACTUS AVE
Landscaped Parkway
Landscaped Median
Zone E7 Parcels

R.F.P. # E-7/10

EXHIBIT B
District Responsibilities

1. CONTRACT SUPERVISION

a. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his delegated representative(s), hereinafter designated as "Director."

b. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity, and communications), and to maintain their appurtenances (i.e., water and electrical meters, backflow devices). The District will pay the costs of water, electricity, and communications used in the sites covered by this Contract. The Contractor shall report to the Director any interruption of these services for whatever reason immediately upon Contractor's observation of same.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

a. The District shall maintain in full force and effect throughout the entire term of the contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this contract.

b. Director must give consent in writing prior to application of any Category I pesticide.

Project No. E-7/10
R.F.P. # E-7/10
EXHIBIT C

Payment Terms

1. CONTRACTOR'S COMPENSATION

a. The Contractor will be paid monthly per site for work performed satisfactorily under this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports of: 1) maintenance performed, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month. These reports shall be accompanied by a billing in accordance with the Contract price for the work performed, and shall become the basis for payment. No payment(s) shall be made until aforesaid reports have been submitted, and approved.

b. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of TWO THOUSAND SEVEN HUNDRED SEVENTY-SEVEN dollars and 17/100 ($2,777.17) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed THIRTY THREE THOUSAND THREE HUNDRED TWENTY-SIX dollars and 04/100 ($33,326.04), except as provided for in Section 2., paragraph c. below.

c. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

a. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain work in addition to that set forth herein as Contractor's Scope of Work. Said Additional Work shall include: Section 2., paragraph c. below ("Additional Landscape Areas"), and; Exhibit A work tasks described as Additional Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Additional Work Price List, Sections A., B., or C., or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined

by the Director. Except as set forth in Section 2., paragraph b. below, the Contractor shall not perform any such Additional Work without first obtaining express authorization from the District.

b. Notwithstanding the above requirement for prior authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the District for approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

c. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made of a new installation, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in the Exhibit E, Additional Work Price List, Section B., shall be prorated from the day the Contractor commences work on the additional areas.

d. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge <u>only</u> for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Additional Work Price List, Section A. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and 2) vandalism, theft, and acts or omissions by third parties up to the amount of 11 percent of Contractor's monthly base price as set forth in subsection 1.b. above.

e. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs a., b., and c. above in excess of the cumulative total of $4,000.00 for each contract year during the term of this Contract.

3. <u>PAYMENT DEDUCTIONS</u>

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

a. Work required in the General or Special Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is

incomplete;

b. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delay occasioned by the failure of the District, or of the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to Contractor from District, will be presented to the Contractor by the Director prior to actual deduction to allow for explanations.

Project No. E-7/10
R.F.P. # E-7/10
EXHIBIT D

Term of Contract

1. TERM OF CONTRACT

a. Following approval by both parties, the Contract will commence on July 1, 2010 and shall terminate twelve (12) months thereafter.

b. At the expiration of its term, the Contract may be extended for up to four additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph b.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Agreement, or any extension thereof.

c. In considering the option to extend the Contract, as set forth in paragraph b. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on verifiable increases in cost to the Contractor to provide services required under Contractor's Scope of Work, or the current regional Consumer Price Index as published by the Bureau of Labor Statistics, whichever basis is agreed to by both parties.

d. At the expiration of its term, the Contract may, with the concurrence of both parties, be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph d.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Agreement, or any extensions thereof.

e. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Community Services District. In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the Community Services District does not grant necessary funding appropriations and/or program approval, then the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

Project No. E-7/10
R.F.P. # E-7/10

EXHIBIT E

PROPOSAL SUBMITTAL DOCUMENTS

SCHEDULE 1

COMPANY INFORMATION

Excel Landscape Introduction:

Excel Landscape has been a full service landscape company for over 30 years and possesses a C-27 Contractors License. We are a medium sized firm, specializing in municipal maintenance. We handle a large variety of projects ranging from parkways, medians, slopes, to sports facilities. Our employees are well trained in the safety aspects of high visibility and high traffic areas. A firm large enough to insure stability yet one in which the owner is still involved in the day-to-day operations. A company committed to providing a good value to its customers, which favors long relationships over quick profits.

In-house staff perform most operations. We have a licensed pest control advisor; we are licensed pest control operators, with certified water auditors and six certified in recycled water. We are experienced in all phases of landscape from basic installations to complex Central Irrigation Systems. We have installed and monitored Maxicom, Calsense, and Motorola Osmac Control Systems with several local municipalities. We have recently assisted in the development of a new Et based controller now on the market.

Excel Landscape considers safety a number one priority and holds weekly safety meetings. We meet all existing state and federal labor laws, and comply with OSHA requirements.

We take pride in our loyal staff and strive to provide a work environment that encourages long-term employment. We realize that a service organization is only as good as its people and we try to provide opportunities for the improvement and advancement of our employees. This is reflected by the low turn over of our staff in an industry where just the opposite is the norm. This is an advantage to our customers on projects that have permanent crews, as they become familiar with specific project requirements.

At **Excel Landscape** we have installed various systems to identify the requirements for any given project, and then insure that they are carried out as required. At Excel Landscape we are committed to this process.

This project would be assigned permanent crews which allow personnel to become familiar with the work and thus, more efficient. Inspections are carried out on a weekly basis by the Foreman and monthly by the project manager. This insures compliance by our crews to the work standards. Job walks will be scheduled with a City representative at your convenience to discuss work progress and upcoming tasks.

Office staff is available Monday through Friday from 7:00 a.m. to 5:00 p.m. The same phone is answered 24 hours a day to handle emergency situations. Office staff maintains

two-way radio contact with all Foreman, irrigators and crew leaders to provide quick and efficient communications.

Finally, we believe that the best assurance for quality control is the commitment of the management. We at **Excel Landscape** take pride in our work and track record. We believe this is best represented by references from our customers.

1. **EXCEL LANDSCAPE**
   - A CALIFORNA CORPORATION

2. **MAIN OFFICE:** 710 RIMPAU AVE. STE. 108
   CORONA, CA 92879

   SATELLITE OFFICE: 4181 ALAMO ST.
   RIVERSIDE, CA 92501

3. **LICENSE:**
   - C 27 694553
   - SINCE 1994
   - EXPIRES 08/31/2010
   - STATUS – ACTIVE
   - NO PRIOR ACTIONS

4. **FEDERAL IDENTIFICATION:** 33-0617953

5. **COMPANY OFFICERS:**
   - JOSE ALFARO, PRESIDENT
   - JOSIE ALFARO, SEC/TRES

6. 34 YEARS OF LANDSCAPE MAINTENANCE SERVICE

7. 34 YEARS OF LANDSCAPE MAINTENANCE SERVICE FOR PUBLIC AGENCIES

8. **CURRENT LANDSCAPE MAINTENANCE OPERATIONS:**
   - 66 LANDSCAPE MAINTENANCE CONTRACTS
   - 43% WITH PUBLIC AGENCIES
   - $9,566,221.00 ANNUAL SALES IN MAINTENANCE CONTRACTS
   - 91% OF SALES WITH PUBLIC AGENCIES

PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

FACILITIES:

RIVERSIDE SERVICE YARD
4181 ALAMO
RIVERSIDE, CA 92503

EQUIPMENT:

CREW TRUCK & TRAILER (S)
36" WALKBEHIND MOWER (S)
21" WALKBEHIND MOWER (S)
EDGER (S)
(2) WEEDEATERS (S)
(2) HEDGETRIMMERS (S)
(2) BLOWERS (S)
SET MISC.HAND TOOLS (S)
BACKPACK SPRAYER (S)
CHEMICAL SAFETY BOX (S)
TRAFFIC SAFETY EQUIPMENT (S)

FOREMAN/IRRIGATION TRUCK (S)
FULLY STOCKED SERVICE BODY (S)
ELECTRONIC TROUBLESHOOTING EQUIPMENT (S)
REMOTE CONTROLL (S)
BELLY GRINDER FERTILIZER SPREADER (S)

STAFF:

GENERAL LANDSCAPE MAINTENANCE
PROJECT MANAGER (S)
- 7 YEARS EXPERIENCE
- WATER AUDUTIR
- CERTIFIED APPLICATOR

SUPERVISOR (S)
- 21 YEARS EXPERIENCE

MAINTENANCE CREW LEADMAN (S)
- 11 YEARS EXPERIENCE

MAINTENANCE CREW LABOR (S)
TREE TRIMMING (S)
- CERTIFIED ARBORIST

IRRIGATION MAINTENANCE (S)
- 8 YEARS EXPERIENCE

PESTICIDE APPLICATIONS (S)
- CERTIFIED PESTICIDE ADVISOR
- CERTIFIED PESTICIDE APPLICATOR

- MAINTENANCE EMPLOYEES
  - 6 SUPERVISORS AVERAGE WAGE OF $4096.00 PER MONTH
  - 15 TECHNICIANS AVERAGE WAGE OF $3029.00 PER MONTH
  - 9 FOREMEN AVERAGE WAGE OF $3520.00 PER MONTH
  - 177 LABORES AVERAGE WAGE OF $10.56 PER HOUR
- MAINTENANCE VEHICLES AND EQUUIPMENT
  - 15 SUPERVISOR/FOREMEN TRUCKS
  - 15 TECHNICIAN/IRRIGATION TRUCKS
  - 82 CREW TRUCKS
  - 55 CREW TRAILERS
  - 56 RIDING MOWERS
  - 37 WALK BEHIND MOWERS
  - 195 BACK PACK BLOWERS
  - 53 CHAIN SAWS
  - 37 EDGERS
  - 257 HEDGE TRIMMERS
  - 70 21" MOWERS
  - 12 POWER RAKES
  - 39 REMOT CONTROLS
  - 11 POWER SPRAYERS
  - 3 VACUUMS
  - 294 WEED EATERS

9. REFERENCES

CITY OF MURRIETA
40600 CAL OAKS RD.
MURRIETA, CA. 92562

Mr. Bob Kast (951) 600-5836

LANDSCAPE MAINTENANCE SERVICES

$1,600,000.00 PER YEAR, 600 ACRES

09/01/94 - PRESENT

CITY OF TEMECULA
P.O. BOX 9533
Temecula, CA 92590

Mr. Kevin Harrington (951) 694-6480

GENERAL LANDSCAPE MAINTENANCE SERVICES

$1,325,000.00 PER YEAR, 180 ACRES

7/1/93 – PRESENT

CITY OF CHINO HILLS
14575 Pipeline Ave.
Chino CA, 91709

Mr. Sean O'Conner (909) 364-2802

GENERAL LANDSCAPE MAINTENANCE SERVICES

$876,756.00 PER YEAR, 200 ACRES

7/1/90 – PRESENT

R.F.P. #E-7/10
EXHIBIT E – cont.

PROPOSED PROJECT WORK SCHEDULES
E-7 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 (4) Man crew March-September (3) Man crew October-February (1) Man irrigation tech (4)hours				
PICK UP LITTER MOW & EDGE TURF TRIM SHRUBS LIFT TREES TRIM G.C. PULL WEEDS BLOW OFF CHECH IRRIG APPLY CHEMICALS FILE NOI COMPLETE USE REPORTS JOB INSPECTIONS				
WEEK #2				
SAME AS ABOVE				
WEEK #3				
SAME AS ABOVE				
WEEK #4				
SAME AS ABOVE COMPLETE GREEN WASTE REPORT COMPLETE MONTHLY SCHEDULES				

Item No. B.10

PROPOSED PROJECT WORK SCHEDULES
E-7 ANNUAL SCHEDULE SHEET

SEPTEMBER	OCTOBER	NOVEMBER
APPLY 23-5-10 TO G.C. APPLY PRE-EMERGENT TO G.C. INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	AERATE TURF AND APPLY HUMUS FERTILIZER INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	TRIM TREES INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR
DECEMBER	**JANUARY**	**FEBRUARY**
ANNUAL INSPECTION ANNUAL INSPECTION OF TREES INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR
MARCH	**APRIL**	**MAY**
APPLY PRE-EMERGENT TO G.C. INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR INSPECT/APPLY SNAIL BAIT	AERATE TURF AND APPLY HUMUS FERTILIZER APPLY 23-5-10 TO G.C. APPLY WEED CONTROL TO TURF INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR NPDES TRAINING	INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR FERTILIZE TREES
JUNE	**JULY**	**AUGUST**
INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR

R.F.P. #E-7/10
EXHIBIT E – cont.

PROPOSED ANNUAL MATERIAL SCHEDULE

-List fertilizers to be furnished to execute work tasks specified in the Terms & Conditions, General Provisions, and Special Provisions. Specify type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost For each type (include applicable sales tax, overhead, and markup). Use additional sheets as necessary to provide a full and Comprehensive response.

	ESTIMATED AMOUNT		ESTIMATED COST
FERTILIZER:			
TURF:			
GROW GANIC	52 Bags	$	1163.50
SHRUBS:			
23-5-10	30 bags	$	1007.25
PESTICIDES:			
SHRUBS:			
PRE-EMERGENT	6 bags	$	693.75
SNAIL BAIT	2 bags	$	275.30
MANAGE	TRACE	$	32.50
ROUND UP	4 gallons	$	240.00
FUSILADE	2 quarts	$	170.32
GOPHER BAIT	TRACE	$	23.75
ATRIMEC	2 gallon	$	710.46
GRAND TOTAL:		$	4,316.83

Item No. B.10

R.F.P. # E-7/10
EXHIBIT E – cont.

COMMUNICATION, TRAFFIC SAFETY & GREENWASTE

COMMUNICATION:

Excel Landscape has a 24-hour answering service with a toll free number. All Project Managers, supervisors, foreman, Irrigation technicians and crew leaders carry Nextel radios / cell phones. All of these individuals can be reached directly during business hours. An after hours on call person can be reached via the answering service, to respond with in 2 hours.

TRAFFIC SAFETY:

All personnel ware orange shirts. They are trained weekly on all phases of safety. Each employee is issued a safety vest to be worn if orange shirts are covered. Each truck carries advanced warning signs and cones that are used each time the truck stops to work. Excel Landscape trains to and follows the "Manual of Uniform Traffic Control Devices, 2003".

GREENWASTE:

Each truck goes to a green waste facility at the end of the day. The truck is weighed and charged by truck. That amount is charged to a specific job. A monthly report is generated by job and submitted with the invoice. There is no additional cost to the city. The facility is Agua Mansa MRF at 1830 Agua Mansa Rd. in Riverside CA 92509.

No Subcontractors will be used on this job.

R.F.P. # E-1/09
EXHIBIT E – cont.

CERTIFICATION OF NON-DISCRIMINATION Error! Reference source not found

Pursuant to California Labor Code Section 1735, as added by chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of the race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read and understand the foregoing:

SIGNATURE _____

Jose Alfaro, President

Excel Landscape Inc.
12/10/09

R.F.P. # E-7/10
EXHIBIT E – cont.

PROPOSAL AFFIRMANTION

With regard to the information provided hereinabove (Proposal Schedule A), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any contract between the Moreno Valley Community Services District and **Excel Landscape Inc.,** and as a further result, the aforesaid firm may be bared from participation in future District contracts as well as be subject to possible criminal prosecution, and;
- I have legal authority to bind **Excel Landscape Inc.,** to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE SIGNED

SIGNATURES

Jose Alfaro, President

Josie Alfaro, Secretary/Treasurer

Excel Landscape Inc.
12/10/09

R.F.P. # E-7/10
EXHIBIT E – cont.

SCHEDULE II

BID SCHEDULE

Excel Landscape Inc.

SITE	COST PER MONTH	TOTAL COST FOR 12 MONTHS
Designated E-7 Parkways & Medians	**$2,777.17**	**$33,326.04**
TOTALS	**$2,777.17**	**$33,326.04**

Total Proposal Amount in figures:

$33,326.04

Total Proposal Amount in words:

Thirty Three Thousand Three Hundred Twenty Six and 04/100

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway irrigation and landscaping as set forth in Exhibit A of this contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the independent Contractor Agreement and its attached exhibits.

Addendum No(s)_____has/have been received and is/are made a part of this proposal.

Jose Alfaro

Jose Alfaro, President

12/10/09

R.F.P # E-7/10
EXHIBIT E - cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

A.

Prices for Emergency Work, Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibit A., Section 3., paragraph e., and; Exhibit C., Section 2., paragraphs a. through d..

UNIT PRICES

1	Pop-up sprinkler in place:	4"	@	$	16.00 ea.
		6"	@	$	19.00 ea.
		12"	@	$	28.00 ea.
2	Pop-up gear drive sprinkler in place:	4"	@	$	28.00 ea.
		12"	@	$	38.00 ea.
3	Fixed shrub sprinkler in place:		@	$	14.00 ea.
4	Fixed shrub gear drive sprinkler in place:		@	$	26.00 ea.
5	1 gal. shrub/vine/ground cover in place:		@	$	10.00 ea.
6	5 gal. shrub/vine/ground cover in place:		@	$	19.00 ea.
7	5 gal tree in place (stakes included)		@	$	55.00 ea.
8	15 gal tree in place (stakes included)		@	$	95.00 ea.
9	24" box tree in place (stakes included)		@	$	210.00 ea.
10	36" box tree in place (guy wires included)		@	$	400.00 ea.
11	Flat of ground cover in place		@	$	19.00 ea.
12	Planter bed mulch in place		@	$	45.00 yd
13	Turf renovation (include de-thatch, overseed,		@	$	95.00 1/K
14	Additional turf Aeration		@	$	50.00 1/K
15	Additional labor		@	$	25.00 hr.
16	Additional Supervision		@	$	30.00 hr.
17	Additional Irrigation Technician		@	$	45.00 hr.
		Total			$1,267.00

EXCEL LANDSCAPE INC.

R.F.P. # E-7/10
EXHIBIT E – cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ANRE HEREBY MADE A PART OF THIS AGREEMENT

COST SECTION A: (ADD ITEMS 1 THROUGH 15: FROM PREVIOUS PAGE) **$1,267.00**

ROUTINE IRRIGATION REPAIR PRICES

A. 18. Irrigation repair parts for routine repairs @ cost plus 20%

COMPUTE TOTAL COST, SECTION A:

STEP 1: MULTIPLY "COST SECTION A" BY THE "COST PLUS" PERCENTAGE ENTERED FOR ITEM A. 18.

STEP 2: ADD THE COMPUTATION RESULT TO "COST SECTION A" AND ENTER BELOW

TOTAL COST SECTION A: $1,520.40

B. Unit prices for Additional Work (additional landscape areas) per Section 3., paragraph f.

1. Additional parkway areas, planters (trees to 18-feet height, shrubs, ground cover included, as applicable). **$ .029**/sq. ft./mo

2. Additional parkway areas, turf (trees to 18-feet height, shrubs, ground cover included, as applicable). **$ .029**/sq. ft./mo.

TOTAL COST SECTION B:

ITEMS 1 & 2 ABOVE = **$.058**

C. Any other Additional Work shall be quoted per Section 3., paragraph d. of the Terms & Conditions. TOTAL ADDITIONAL WORK PRICE COST:

SUM OF TOTAL COSTS FOR SECTION A & B: = **$1,520.45**

EXCEL LANDSCAPE INC.

R.F.P. #E-7/10
EXHIBIT E – cont.

CONTRACT PROPOSAL

The undersigned declares that he has carefully examined the location(s) of the proposed work, that he has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the City for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth on the following proposal. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM BASE COMPENSATION SHEET):

Thirty Three Thousand Tree Hundred Twenty Six and 04/100

$33,326.04

TOTAL ADDITIONAL WORK PRICE COST (FROM ADDATIONAL WORK PRICE LIST):

One Thousand Five Hundred Twenty and 45/100

$1,520.45

TOTAL COMBINED BASE COMPENSATION AMOUNT AND ADDITIONAL WORK PRICE COST:

Thirty Four Thousand Eight Hundred Forty Six and 49 /100

$34,846.49

December 10, 2009

EXCEL LANDSCAPE INC.

Jose Alfaro

Jose Alfaro, President

C27 694553

INCORPORATED UNDER LAWS OF THE STATE OF CALIFORNIA

Jose Alfaro

PRESIDENT

(Corporate Seal)

Josie C Alfaro

SECRETARY

R.F.P. # E-7/10
EXHIBIT E – cont.

AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is a Proposal Surety Bond for 10% of the amount bid, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check of Proposal Surety Bond is to be returned to the undersigned.

12/10/09

Signature of Proposer _____

Jose Alfaro, President
710 Rimpau Ave. Ste. 108
Corona, CA 92879

951-735-9650

Names and Addresses of Members of the Firm:

Jose Alfaro, President
Josie Alfaro, Secretary/Treasurer

Signature of Proposer _____

Jose Alfaro, President
710 Rimpau Ave. Ste. 108
Corona, CA 92879

R.F.P. # E-7/10
EXHIBIT E – cont.

Affirmation of Proposal Guarantee (cont.)

Incorporated under Laws of the State of California

State License Number and Classification C-27 694553

PRESIDENT Jose Alfaro

SEC/TRES Josie Alfaro

(Corporate Seal)

R.F.P. # E-7/10
EXHIBIT E – cont.

PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Excel Landscape, Inc.

_____, as

principals, and First National Insurance Company of America, a duly

authorized corporate surety: Business Address

3323 City Blvd. West, Ste. 300, Orange, CA 92868,

Phone (800) 763-9268, are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of Ten Percent of the Amount Bid Dollars, ($ ---10% Amount Bid), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly,and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about to hand in and submit to the Board of Directors of the Moreno Valley Community Services District, a proposal for **PROJECT NO. E-7/10 – CENTERPOINTE, MAINTENANCE OF PARKWAY & MEDIAN LANDSCAPING AND IRRIGATION**, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said Board of Directors, and if the said principal shall fail or neglect to enter into a Contract therefor within the required time, then in that case the undersigned obligers will pay to the Moreno Valley Community Services District the full sum of Ten Percent of the Amount Bid Dollars, ($ ---10% Amount Bid), as liquidated damages for such failure and neglect.

WITNESS our hands this 4th day of December, 2009

(SIGNATURE PAGE FOLLOWS)

R.F.P. # E-7/10
EXHIBIT E – cont.

Proposal Surety Bond (cont.)

PRINCIPAL	CORPORATE SURETY
Name: Excel Landscape, Inc.	Name: First National Insurance Company of America
Address: 710 Rimpau Ave., Ste. 108	Address: 333 City Blvd. West, Ste 300
Corona, CA 92879	Orange, CA 92868
Tel. No.: (951) 735-9650	Tel. No.: (800) 763-9268
By:	By: Attorney-in-Fact Shannon Lopez

NOTE: **This bond must be executed by both parties, and in the case of a corporation, with the corporate seal affixed. All signatures must be acknowledged (attach Acknowledgments). The attorney-in-fact for the bonding company must be registered in at least one county in the State of California.**

RISK MANAGEMENT
Approved

By Date 5-11-10

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Riverside

On Dec. 10, 2009 (Date) before me, Glenn A Brady Notary Public (Here Insert Name and Title of the Officer)

personally appeared Jose Alfaro (Name(s) of Signer(s))

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

GLENN A. BRADY
Commission # 1697219
Notary Public - California
Riverside County
My Comm. Expires Oct 2, 2010

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

WITNESS my hand and official seal.

Signature Glenn A. Brady (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Proposal Surety Bond

Document Date: 12/10/09 Number of Pages: 4

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jose Angel Alfaro
☑ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:
☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On December 4, 2009 before me Raquel L. Soto, Notary Public, personally appeared

Shannon Lopez

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

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

WITNESS ~~my hand~~ and official seal.

Signature Raquel L. Soto (Seal)

RAQUEL L. SOTO
COMM. #1775672
NOTARY PUBLIC-CALIFORNIA
SAN BERNARDINO, COUNTY
My Comm. Exp. NOV 21, 2011

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ ~~INDIVIDUAL~~
- ☐ ~~CORPORATE OFFICER~~

Title(s)

- ☐ ~~PARTNERS~~ ☐ ~~LIMITED~~ ☐ ~~GENERAL~~
- ☒ ATTORNEY-IN-FACT
- ☐ ~~TRUSTEE(S)~~
- ☐ ~~GUARDIAN/CONSERVATOR~~
- ☐ ~~OTHER:~~

DESCRIPTION OF ATTACHED DOCUMENT

Bid Bond
Title or Type of Document

2
Number of Pages

December 4, 2009
Date of Document

SIGNER IS REPRESENTING:
First National Insurance Company of America

Excel Landscape, Inc.
Signer(s) other than Named Above

Item No. B.10

MV00206243

Liberty Mutual.

POWER OF ATTORNEY

First National Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

KNOW ALL BY THESE PRESENTS: No. 10918

That **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, a Washington corporation, does hereby appoint

*********MARTIN M. DAVIS; PETER M. DAVIS; GEORGE A. DECRISTO; GALE DELO; SHANNON LOPEZ; KENZIE K. THOMPSON; Redlands, California**********

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, FIRST NATIONAL INSURANCE COMPANY OF AMERICA has executed and attested these presents

this 21st day of March, 2009.

Dexter R. Legg — T A Mikolajewski

Dexter R. Legg, Secretary — **Timothy A. Mikolajewski, Vice President**

CERTIFICATE

Extract from the By-Laws of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of
FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

(i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 4th day of December, 2009.

FIRST NATIONAL INSURANCE COMPANY OF AMERICA — CORPORATE SEAL 1928 — STATE OF WASHINGTON

Dexter R. Legg

Dexter R. Legg, Secretary

S-1049/DF 3/09

WEB PDF

Item No. B.10

MV00206244

R.F.P. #E-7/10
EXHIBIT E – cont.

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)§

Jose Alfaro, affiant being first duly sworn, deposes and says:

That he is President of **EXCEL LANDSCAPE INC.** the party making the foregoing bid, that the bid is not make in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, of corporation; that the bid is genuine and not collusive of sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and gas not directly or indirectly colluded, conspired, connived, or agreed with any bidder of anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly of indirectly, sought by agreement, communication, of conference with anyone to fix the bid price of the bidder of any other bidder, or to fix any overhead, profit, of cost element of the bid price, or of that of any other bidde4r, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly of indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Jose Alfaro
710 Rimpau Ave, Ste. 108
Corona, CA 92879

951-735-9650

SIGNATURE Jose Alfaro

Jose Alfaro, President

ALL SIGNATURES MUST BE NOTARIZED

(See Attached Acknowledgement)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Riverside

On Dec. 10, 2009 (Date) before me, Glenn A. Brady Notary Public (Here Insert Name and Title of the Officer),

personally appeared Jose Alfaro (Name(s) of Signer(s))

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

GLENN A. BRADY
Commission # 1697219
Notary Public - California
Riverside County
My Comm. Expires Oct 2, 2010

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

WITNESS my hand and official seal.

Signature Glenn A. Brady (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Non-collusion affidavit

Document Date: 12-10-2009 Number of Pages: 1

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jose Alfaro
☑ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:
☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

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Item No. B.10

MV00206247

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: THIRD EXTENSION OF THE AGREEMENT - PROJECT NO. E-7/10 MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

RECOMMENDED ACTION

Recommendations:

1. Approve the Third Extension of the Agreement ("Third Extension Agreement") for Maintenance of Parkway and Median Landscaping and Irrigation Project No. E-7/10, with Excel Landscape, Inc., 710 Rimpau Avenue, Suite 108, Corona, CA 92879 for E-7 (Centerpointe) landscaped area.

2. Authorize the City Manager to execute the Third Extension Agreement for E-7/10 with Excel Landscape, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Excel Landscape, Inc. in the not-to-exceed (NTE) amount of $39,296.04 ($33,326.04 for base services and $5,970.00 for additional work services).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include:

Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services.

Zone E (extensive landscape maintenance), provides landscape maintenance services at full (standard) or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), E-15 (Celebration), and E-16 (Shadow Mountain).

Zone M (Commercial, Industrial, and/or Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide, and

Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors that perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement (Agreement). In accordance with the terms of the Agreement, annual extensions of the Agreement (Extension Agreement) may be entered into up to no more than 4 extensions of the original Agreement, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the CSD (District) and Contractor, at the base rate as provided in the Agreement, plus an additional amount for extra or unanticipated work (additional work amount) that may be performed during the term of the Agreement plus any applicable Extension Agreement.

The Agreement or Extension Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. “Base services” include: mowing, edging and trimming of turf grass areas, pruning and trimming of shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes

and groundcovers, and pesticide applications. Base services are performed on a scheduled rotation basis. "Additional work services" include, but are not necessarily limited to, additional labor and material costs for irrigation repairs, plant material replacement, fertilizer applications and the addition of added square footage of landscaped areas to be added to a Zone's service area at the unit prices for additional work as specified in the Agreement.

DISCUSSION

On December 10, 2009, the Special Districts Division of the Financial and Management Services Department (formerly the Public Works Department) received valid proposals from five (5) landscape maintenance firms in response to a Request for Proposal (RFP) to provide standard maintenance of the landscaped parkways, medians and the irrigation system associated with Zone E-7. On May 12, 2010, upon staff's evaluation of the proposals and recommendation, the Financial & Administrative Director, acting in the capacity as the Chief Fiscal officer of the Board of Directors of the Moreno Valley CSD, with approval as to the legal form by the City Attorney, awarded the contract for landscape maintenance of Zone E-7 parkways and medians to Excel Landscape, Inc., Corona, California (the "Contractor"). The amount of the Agreement for the initial twelve-month term was $37,326.04 for standard service level landscape maintenance ($33,326.04 for base services; $4,000.00 for estimated additional work).

The service levels provided are consistent with the terms of the CSD Zone E General Service Level Guidelines, as listed in the CSD Zone E Service Plan Policy, (adopted by the CSD Board on September 25, 2007, as amended on April 26, 2011). The Contractor has consistently provided satisfactory service in accordance with the terms of the Agreement and as extended per subsequent Extensions of the Agreement, (a First Extension and a Second Extension at the same base and additional work amounts as the original Agreement) and has agreed to extend the Agreement based upon the same terms in accordance with the standard service level for Zone E-7.

Approval of the Extension Agreement for Fiscal Year 2013/14

Approval of the Third Extension Agreement is being recommended for authorization in the NTE amount of $39,296.04 ($33,326.04 for Zone E-7 base maintenance services, and $5,970.00 for Zone E-7 additional work). This is the third of four possible extensions allowed per the terms of the Agreement.

Authority for City Manager Approval of Extension Agreements for the Balance of Available Extensions to the Agreement.

Pursuant to City Council Resolution No. 2008-115, the City Council shall provide approval of procurements greater than $100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the E-7/10 Agreement, as may be allowed per the terms of the Agreement. Potential extensions are those extensions which may be

allowed, contingent upon satisfactory service by the Contractor and concurrence by the City and Contractor to enter into an extension of the Agreement, or the Agreement as Amended.

E-7/10						
	FY 2010/11 Original Agreement	FY 2011/12 First Extension	FY 2012/13 Second Extension	FY 2013/14 Proposed Third Extension[1]	FY 2014/15 Potential Fourth Extension[2]	Cumulative Total
Base	$ 33,326.04	$ 33,326.04	$ 33,326.04	$ 33,326.04	$ 33,326.04	$ 166,630.20
Additional Work	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 5,970.00	$ 5,970.00	$ 23,940.00
Total	$ 37,326.04	$ 37,326.04	$ 37,326.04	$ 39,296.04	$ 39,296.04	$ 190,570.20

[1] The additional work amount reflects a proposed increase for additional irrigation services and replants as may be reqiured during FY 2013/14. Previously City staff responded to a majority of the irrigation repair and inspectdions; however, with the decrese in staff, the Contractor is assuming added responsibilites for these services in accordance with the additional work amounts as allowed per the terms of the Agreement.

[2] Extensions beyond 2013/14 are anticipated, based upon presently known information and may change in the future for reasons including, but not limited to adding additional service area, removing existing service area, and emergency work.

Staff is requesting the City Council authorize the City Manager to approve extensions and any necessary amendments up to, as well as associated purchase orders (P.O.) for all remaining extensions available, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council (CSD Board) and demonstration by the Contractor of having provided satisfactory performance of the services, per the terms of the Agreement in the prior year(s), and both the City and the Contractor mutually agreeing to extend the Agreement.

ALTERNATIVES

1. Approve the Third Extension Agreement for E-7/10 with Excel Landscape, Inc. in the form attached hereto to provide for the continuation of landscape maintenance services; authorize the City Manager to execute said Third Extension Agreement for E-7/10 with Excel Landscape, Inc.; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $39,296.04 ($33,326.04 for Zone E-7 base services and $5,970.00 for Zone E-7 for additional work services); and authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement and authorize the associated P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will ensure uninterrupted landscape maintenance and irrigation services be provided to the parkways and medians associated with the Zone E-7 (Centerpointe) Specific Plan area.*

2. Do not approve the Third Extension Agreement for E-7/10 with Excel Landscape, Inc. in the form attached hereto to provide for the continuation of landscape

maintenance services; nor authorize the City Manager to execute said Third Extension Agreement for E7/10 with Excel Landscape, Inc.; nor authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $39,296.04 ($33,326.04 for Zone E-7 base services and $5,970.00 for Zone E-7 for additional work services); and do not authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement nor authorize subsequent P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative, there will be an interruption in landscape maintenance and irrigation services provided to the parkways and medians associated with the Zone E-7 (Centerpointe) landscaped areas, which will prevent necessary landscape maintenance services from being performed.*

FISCAL IMPACT

Administration and maintenance of Zone E is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills. Revenue from the parcel charges collected for Zone E-7 may only be used for landscape maintenance services associated with the parkways and medians in Zone E-7. **The costs for the maintenance services have been budgeted, respectively, for this Zone for the coming fiscal year**. **This action will not impact the City's General Fund.**

The following table represents the base and additional work costs for FY 2013/14 associated with the E-7/10 Third Extension Agreement for Zone E-7.

Service Area (Zone)	Contractor	GL Account	2013/14 Base Agreement Amount	2013/14 Additional Work Agreement Amount	2013/14 Total Agreement Amount
E-7	Excel Landscape, Inc.	5013-30-79-25713-620910	$ 33,326.04	$ 5,970.00	$ 39,296.04

CITY COUNCIL GOALS

Community Image and Positive Environment:

City Council in their capacity as the CSD Board will allow for the continued promotion of community image, as well as neighborhood pride and cleanliness, through continued maintenance of parkways and medians of CSD maintained landscaped areas by approval of this item.

NOTIFICATION

N/A

ATTACHMENTS

1. Attachment 1 – Third Extension Agreement for E-7/10 for FY 2013/14
2. Attachment 2 – Extension to the Agreement (Second Extension Agreement) for E-7/10 for FY 2012/13
3. Attachment 3 – Extension to the Agreement (First Extension Agreement) for E-7/10 for FY 2011/12
4. Attachment 4 – Agreement for E-7/10 for FY 2010/11
5. Attachment 5 – Site Map – Zone E-7 (Centerpointe)

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

THIRD EXTENSION AGREEMENT
PROJECT NO. E-7/10
MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereinafter, "District") and **Excel Landscape, Inc.,** (hereinafter, "Contractor").

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated May 12, 2010, referencing Project No. E-7/10 for the maintenance of parkway and median landscaping, and irrigation systems associated with Project No. E-7/10 Maintenance of Parkway and Median Landscaping and Irrigation for Zone E-7; and,

WHEREAS, landscape maintenance services provided during the initial term of the Agreement were sufficiently performed, and both District and Contractor mutually agreed to enter into an extension of the Agreement (First Extension Agreement) for the term of July 1, 2011 to June 30, 2012; and,

WHEREAS, landscape maintenance services provided during the First Extension Agreement were sufficiently performed, and both District and Contractor mutually agreed to enter into an extension of the Agreement (Second Extension Agreement) for the term of July 1, 2012 to June 30, 2013; and,

WHEREAS, landscape maintenance services provided during the Second Extension Agreement were sufficiently performed; and,

WHEREAS, pursuant to the terms of the Agreement, both parties wish to further extend the Agreement (Third Extension Agreement); and,

WHEREAS, the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The Third Extension Agreement period shall commence on **July 1, 2013** and shall terminate on **June 30, 2014.**

2. In accordance with Exhibit D., 1., b., of the Agreement, this Third Extension Agreement shall be considered the third of four possible extensions of the Agreement.

3. For the period of this Third Extension Agreement and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for work (labor, materials, supplies, equipment, etc.) performed under this Third Extension Agreement for maintenance of the parkway and medians of E-7 consistent with the payment terms (Exhibit C) of the Agreement in the total amount of **TWO THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 17/100 DOLLARS ($2,777.17)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **THIRTY-THREE THOUSAND THREE HUNDRED TWENTY-SIX AND 04/100 DOLLARS ($33,326.04).**

4. Notwithstanding Exhibit E, Additional Work Price List, B., of the Agreement, the unit cost set forth in the Additional Work Price List for any landscape areas added to the project during the period of this Third Extension Agreement shall be as follows:

    a. Additional parkway areas, planters (trees up to 18-feet height, as applicable). **$0.029/sq.ft./mo**.

    b. Additional parkway areas, turf (trees up to 18-feet height, shrubs, ground cover included, as applicable). **$0.029/sq. ft./mo**.

5. Notwithstanding Exhibit C., 2., e., of the Agreement, for the period of this Third Extension Agreement and except as specifically approved by subsequent action of the CSD Board, or the City Manager, as directed by the CSD Board, the Director (the Chief Financial Officer/City Treasurer or their designated appointee) may not authorize additional work pursuant to this Third Extension Agreement or the original Agreement in excess of the cumulative total of **FIVE THOUSAND NINE HUNDRED AND SEVENTY AND 00/100 DOLLARS ($5,970.00).**

6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor: Excel Landscape, Inc.
By: _____	By: _____
Title: City Manager, Acting in the capacity of District Manager to the Moreno Valley Community Services District	Title: (President or Vice President)
Date: _____	Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary

Date: _____
Affix Corporate Seal Below

This page intentionally left blank.

MV00206257

EXTENSION AGREEMENT
PROJECT NO. E-7/10
MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **Excel Landscape, Inc.**, (hereafter, "Contractor")

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated May 12, 2010, referencing Project No. E-7/10 for the maintenance of parkway and median landscaping and irrigation systems associated with the District's E-7 Centerpointe landscape service area.

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement.

WHEREAS, the Extension of the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2012** and shall terminate on **June 30, 2013.**

2. In accordance with Exhibit D, Section 1b of the Agreement, this Extension shall be considered the second of four possible extensions of the Agreement.

3. For the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension for maintenance of the parkway and medians consistent with the terms of the Agreement in the total amount of **TWO THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 17/100 DOLLARS ($2,777.17)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **THIRTY-THREE THOUSAND THREE HUNDRED TWENTY-SIX AND 04/100 DOLLARS ($33,326.04).**

4. Notwithstanding Exhibit E of the Agreement, Additional Work Pricing of the Agreement, the unit cost set forth in the Additional Work Price List, Exhibit E, Section B. for any landscape areas added to the project during the period of this Extension shall be as follows:

    a. Additional parkway areas, planters (trees up to 18-feet height, as applicable). **$0.029/sq.ft./mo**.

    b. Additional parkway areas, turf (trees up to 18-feet height, shrubs, ground cover included, as applicable). **$0.029/sq. ft./mo.**

5. Notwithstanding Exhibit C., Numeral 2, Letter e. of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the City Council, the Director (the Public Works Director/City Engineer or his designated appointee) may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **FOUR THOUSAND AND 00/100 DOLLARS ($4,000.00).**

6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

EXTENSION AGREEMENT
PROJECT NO. E-7/10
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

City of Moreno Valley

By: _____
Title: Financial & Administrative Services Director, acting in the capacity of Chief Fiscal Officer to the Moreno Valley Community Services District

Date: 6/20/12

Contractor: Excel Landscape, Inc.

By: _____
Title: (President or Vice President)

Date: 4/4/12

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

6/13/12
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

6/14/12
Date

By: _____
Title: Corporate Secretary or Assistant Secretary

Date: 4/4/12
Affix Corporate Seal Below

Item No. B.11

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of Riverside

On April 4, 2012 (Date) before me, Colleen A. Gimpel Notary Public (Here Insert Name and Title of the Officer)

personally appeared Jose Angel Alfaro and Josefina Cuevas Alfaro (Name(s) of Signer(s))

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

COLLEEN A. GIMPEL
Commission # 1962591
Notary Public - California
Riverside County
My Comm. Expires Dec 3, 2015

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

WITNESS my hand and official seal.

Signature Colleen A. Gimpel
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

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Item #5907

EXTENSION AGREEMENT
PROJECT NO. E-7/10 – CENTERPOINTE
MAINTENANCE OF LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **Excel Landscape, Inc.** (hereafter, "Contractor").

WHEREAS, the District and Contractor entered into an agreement dated May 12, 2010, referencing Project No. E-7/10 regarding maintenance of District landscaping and irrigation systems (hereafter, "Agreement").

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement by a period of twelve (12) months under the following additional terms:

1. The extension period shall commence on **July 1, 2011**, and shall terminate on **June 30, 2012.**

2. In accordance with paragraph 5(b) of the Agreement, this Extension shall be considered the first of four possible extensions of the Agreement .

3. Notwithstanding paragraph 3(b) of the Agreement, for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension the total amount of **TWO THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 17/100 DOLLARS ($2,777.17)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **THIRTY-THREE THOUSAND THREE HUNDRED TWENTY-SIX AND 04/100 DOLLARS ($33,326.04).**

4. Notwithstanding paragraph 3(f) of the Agreement, the unit cost set forth in the Additional Work Price List, Section B. for any landscape areas added to the project during the period of this Extension shall be as follows:

   a. Additional parkway areas, turf (trees up to 18-feet height, as applicable). **$ 0.029/sq. ft./mo.** .

   b. Additional parkway areas, planters (trees up to 18-feet height, shrubs, ground cover included, as applicable). **$0.029/sq. ft./mo.** .

5. Notwithstanding paragraph 3(h) of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **FOUR THOUSAND AND 00/100 DOLLARS ($4,000.00).**

6. Except as set forth above, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

Dated: 9-14-11

MORENO VALLEY COMMUNITY SERVICES DISTRICT

By: Richard Teichert
Financial & Administrative Services Director,
acting in the Capacity of Chief Fiscal Officer to the
Moreno Valley Community Services District

CONTRACTOR:

Jose Alfaro
Signature

JOSE ALFARO
Printed Name

President
Title

Excel Landscape
Company Name

Josie C. Alfaro
Signature

Josie C. Alfaro
Printed Name

Sec. / TREASURER
Title

(Corporate Seal)

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:
Suzanne Bryant
Deputy City Attorney

6-7-11
Date

RECOMMENDED FOR APPROVAL:

Department Head

6/8/11
Date

Item No. B.11

Moreno Valley Community Services District
R.F.P. # E-7/10
Centerpointe

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement, effective as of the day signed by the Financial & Administrative Director (acting in the capacity of Chief Fiscal Officer of the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name: Excel Landscape, Inc.
Address: 710 Rimpau Ave., Ste. 108
City: Corona, Ca Zip:92879
Business Phone: 951-735-9650 Fax: 951-735-0469
Other Contact Number: _____
Social Security Number: _____
Business License Number: 09319
Federal Tax I.D. Number: 33-0617953
Contractors' License Number & Classification: 694553/C-27

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of service, performance specifications, and/or additional terms and conditions are described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The District's responsibility, other than payment, is described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contractor Starting Date is July 1, 2010 and the Contractor Ending Date is June 30, 2011. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-

subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal submittal documents, including but not limited to the Notice Requsting Proposals, Instruction To Proposers, Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. **STANDARD TERMS AND CONDITIONS:**

A. Control of Work. Except for compliance with specifications and performance standards provided for in Exhibit "A," Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide any training to Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the

City's, RDA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, RDA, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement.

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.

By: _____ Date: _____

(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

J. Termination.

a. Either party may terminate this Agreement upon breach of the Agreement by the other party. In the event the District terminates the Agreement, the Contractor shall perform no further services under the Agreement unless the notice of termination authorizes such further work.

b. The District may terminate this Agreement without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractors time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Agreement. No officer or employee of the District or City shall have any financial interest in this Agreement in violation of federal, state, or local law.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

R.F.P. # E-7/10

To Contractor: Excel Landscape, Inc.
710 Rimpau Ave. Ste. 108
Corona, Ca 92879
951-735-9650
[Telephone number]
951-735-0469
[Fax number]

With a copy to: _____
[Attorney for Contractor, if applicable]
_____
[Street Address]
_____
[Post Office Box, if applicable]
_____
[City, State, Zip Code]
_____
[Telephone number]
( )_____
[Fax number]
( )_____

To CSD: MORENO VALLEY COMMUNITY SERVICES DISTRICT
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto
Telephone number: (951) 413-3480
Fax Number: (951) 413-3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: (951) 413-3036
Fax number: (951) 413-3034

SIGNATURE PAGE TO FOLLOW

R.F.P. # E-7/10

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____
Financial & Administrative Director, acting in the capacity of Chief Fiscal Officer of the Board of Directors of the Moreno Valley Community Services District

Date: 5-12-10

Contractor

By: _____

Title: President

Date: 4/20/10

By: _____

Title: Sec. / Treas

Date: 4/20/10

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
Deputy City Attorney

5-5-10
_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

5/10/10
_____
Date

Attachments

State of California)
County of Riverside)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On April 20, 2010 before me, Dannika Tutwiler, notary,
(here insert name and title of the officer)

personally appeared Jose Angel Alfaro and Josefina Cuevas Alfaro,

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

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

WITNESS my hand and official seal.

Signature _____

DANNIKA TUTWILER
Commission # 1878884
Notary Public - California
Riverside County
My Comm. Expires Feb 1, 2014

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Independent Contractor Agreement, RFP# E-7/10 containing 7 pages, and dated 4/20/10.

The signer(s) capacity or authority is/are as:

- [x] Individual(s)
- [ ] Attorney-in-Fact
- [ ] Corporate Officer(s) _____ Title(s)
- [ ] Guardian/Conservator
- [ ] Partner - Limited/General
- [ ] Trustee(s)
- [ ] Other: _____

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- [ ] Additional Signer(s)
- [ ] Signer(s) Thumbprint(s)
- [ ] _____

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Project No. E-7/10
R.F.P. # E-7/10
EXHIBIT A

1. SCOPE OF WORK

a. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Contract Exhibit A.

b. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf and shrub areas designated hereunder; regularly maintain and prune trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

c. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

d. The Contractor shall be responsible for carefully reviewing the site(s), and verifying that all areas include the square footage noted for each location of proposed work. The Contractor shall not be relieved of his or her liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Specifications, and the actual conditions revealed during the examination of the locations of the proposed work.

2. SCHEDULING OF WORK

a. The Contractor shall adhere to the facilities, equipment and staffing schedule, and monthly and annual work schedules submitted as a part of Contractor's bid, and incorporated herein by this reference. These schedules, and any approved revisions thereto, shall be used by the District as a basis for determining Contractor's satisfactory performance.

b. Revisions to facilities, equipment, staffing, or monthly and annual work schedules shall not be implemented without the prior written approval of

the Director. The Contractor shall submit proposed revisions to equipment and staffing, or monthly and annual work schedules in writing to the District at the address as set forth in Section N. of the Agreement, at least ten (10) working days prior to commencing work per the proposed revisions.

c. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

d. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

e. The Contractor shall notify the Director in writing at least five (5) days prior to the date and time of all "Specialty" type maintenance operations, which shall include, but are not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended methods of execution, materials to be used, and the dates for commencement, and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

f. When inclement weather renders performance per approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor shall adjust his work force in order to accomplish those work items not affected by weather, and shall contact District field staff to inform them of said alternate work assignments. Failure to so advise the District may be cause for assessment of non-performance penalties, per Exhibit C, Section 4.

g. For the purposes of this Contract, "Working Days" shall be Mondays through Fridays. The hours of maintenance service shall be 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule approved the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior approval of the Director.

R.F.P. # E-7/10
EXHIBIT A – cont.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas	December 25

If a holiday falls upon a Sunday, the following Monday shall be the date the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, contractor shall submit a proposed make-up day for the Director's approval.

3. FUNCTIONS AND RESPONSIBILITIES

a. The Director and Contractor shall conduct an inspection of all sites covered under this Agreement as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Agreement. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

b. The Contractor shall maintain on an ongoing basis a monthly log that records all work performed by Contractor. Said log shall be in a form and content acceptable to the Director (see Contract Documents, Appendix B), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

c. The Contractor shall perform at least one maintenance inspection weekly during daylight hours of all sites. Such inspection shall be both visual and operational, including but not limited to, operation of all automatic irrigation

systems to check for proper condition, and reliability. Additionally, the Director may require Contractor to attend meetings with District field staff at some fixed interval to review Contractor's operations, and schedule such future work as may be ordered by the Director. Failure to conduct said weekly inspections or attend regularly scheduled meetings, may result in the assessment of non-performance penalties per Exhibit C., Section 4.

d. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in Contractor's firm name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Section 3., paragraph e. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, two-way radio, pager, or car phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service, and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

e. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at <u>any</u> time:

1. City Manager
2. Director of Public Works
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Landscape Districts Program Manager
7. Senior Landscape Services Inspector
8. Landscape Services Inspector
9. Street Maint. Supervisor

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2., paragraphs a. and b., unless said emergency is determined to have been caused by an act or omission attributable to Contractor.

4. CONTRACTOR'S STAFF

a. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

b. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper and efficient manner at all times, and shall cause the least possible inconvenience to the public.

c. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the District.

d. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to proper shoes, other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements, and wearing of proper clothing.

Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

e. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

R.F.P. # E-7/10
EXHIBIT A – cont.

5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards, and its branch offices.

6. COMPLAINTS

a. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3., paragraph a.

b. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above.

c. In addition to the provisions of Section 6., paragraph a. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

a. The Contractor agrees to perform all work outlined in these Specifications in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all

applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

b. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2003 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between 3:30 p.m. and 6:00 p.m.

c. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

d. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) days following the occurrence.

e. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3. of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section of the General Provisions may result in contract termination, per Agreement, Section J.

R.F.P. # E-7/10
EXHIBIT A – cont.

8. USE OF CHEMICALS

a. Before the beginning of the contract period, the Contractor shall submit a list of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals approved by the State of California Department of Food and Agriculture, and shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS).

b. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.

d. Contractor shall report all fertilizers and pesticides used in performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3., paragraph b. above. This report shall include: date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of contract. By submitting a proposal, the Contractor certifies to the City that he has trained his employees and subcontractors, if any, for Urban Runoff Management, and included sufficient sums in his base compensation proposal amount to cover such costs of said training.

R.F.P. # E-7/10
EXHIBIT A – cont.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

a. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the period of work on this contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

b. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

a. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this contract, as required by California Labor Code Section 1776.

b. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

c. The District may withhold from Contractor's progress payments the penal sum of $25.00 per calendar day (or portion thereof) for each workman employed in connection with this contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

R.F.P. # E-7/10
EXHIBIT A – cont.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

a. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

b. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

a. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

b. Repairs made to sites and site appurtenances that are damaged as a result of Acts of God, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2., paragraphs a. and b.

R.F.P. # E-7/10
EXHIBIT A – cont.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

R.F.P. # E-7/10
EXHIBIT A – cont.

R.F.P. # E-7/10
TECHNICAL PROVISIONS - LANDSCAPE

1. TURF CARE

a. All turf areas shall be mowed, edged, and trimmed weekly-on no more than two (2) consecutive days-weather and site conditions permitting. Any prolonged deviation from this schedule shall require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

b. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

c. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

d. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

e. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

f. Mowing height for cool season grasses shall not exceed three inches (3")

g. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.

h. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

i. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

j. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

k. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

l. Fertilization: See Technical Provisions - Fertilization, Section 1., paragraphs a. through f.

m. Pest control: See Technical Provisions - Pesticide Use, Section 4., paragraphs a., b, and c.

n. Aeration:

1. All turf areas shall be aerated two (2) times annually;

2. Aeration shall be done in the spring and fall, or as directed by District field staff;

3. Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

4. Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

5. Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

6. Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions - Fertilization Specifications, Section 1., paragraphs a. (Table I), b., c., d., and e.

o. Renovation/thatching operations are to be considered Additional Work, per Exhibit C., Section 2., paragraphs a. and b.

2. TREE CARE

a. All trees are to be maintained in a manner that will promote normal, healthy growth.

b. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2., paragraphs a., and b.

R.F.P. # E-7/10
EXHIBIT A – cont.

c. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

d. Any tree shall be pruned at any time in order to:

1. Remove dead, diseased, or damaged branches;

2. Remove unwanted encroachments into public and/or utility rights-of-way;

3. Correct any condition which the Director has deemed to be hazardous.

e. Trees up to eighteen feet (18') in height shall:

1. Be pruned to enable successful adaptation to their particular site situation;

2. Have no more than one-third (1/3) of living branches removed annually;

3. Be fertilized only as directed by District field staff.

f. Trees over eighteen feet (18') in height shall:

1. Be inspected annually;

2. Pruned and/or trimmed as necessary to maintain proper site orientation;

3. Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

4. Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

g. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order;

2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

h. The following practices shall not be allowed:

1. Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

3. Use of pruning paint/pruning compound/wound dressing;

4. Use of climbing spurs or gaffs.

i. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

j. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodgepole-type stakes is the minimum District standard.

k. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

l. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a. through d., below.

3. SHRUB CARE

a. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

b. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

c. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

d. Any shrub shall be pruned and/or trimmed at any time in order to:

1. Remove dead, diseased, or damaged branches;

2. Remove unwanted encroachments into public and/or utility rights-of-way;

3. Correct any condition which the Director has deemed to be hazardous.

e. Shrubs shall be pruned:

1. To enable successful adaptation to their particular site situation;

2. Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

3. As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

f. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order;

2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

g. The following practices shall <u>not</u> be allowed:

1. Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") <u>will be done only when authorized by the Director on a site-specific basis</u>.

2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

3. Use of pruning paint/pruning compound/wound dressing.

h. Fertilization: See <u>Technical Provisions - Fertilization</u>, Section 2., paragraphs a. through e., below.

i. Pest control: See <u>Technical Provisions – Pesticide Use</u>, Section 3., paragraphs a., b., c., and d.

4. <u>GROUND COVER CARE</u>

a. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

b. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

c. Ground covers shall be pruned/trimmed at any time in order to:

1. Remove dead, diseased, or damaged branches/crowns;

2. Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

3. Correct any condition which the Director has deemed to be hazardous.

d. Ground covers shall be pruned/trimmed/renovated:

1. To enable successful adaptation to their particular site situation;

2. In accordance with accepted practices for the particular species in question;

3. As often as is necessary to accomplish the results intended in paragraphs 1. and 2. above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

e. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order;

2. Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

f. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

g. Fertilization: See Technical Provisions - Fertilization, Section 2., Paragraphs a. through e.

h. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a., b., c., and d.

R.F.P. # E-7/10
EXHIBIT A – cont.

5. WEED CONTROL

a. All weeds shall be continuously controlled at all sites.

b. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

c. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; non-landscaped portions of sites, as determined by the Director.

d. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

e. Chemical weed control: See Technical Provisions -- Pesticide Use, Section 3., paragraph a.

f. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

6. IRRIGATION

a. All landscape sites shall at all times receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

b. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3.-Functions and Responsibilities, paragraph c., above. Said maintenance shall include, but not limited to: visual and operational inspections one (1) time per week; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

R.F.P. # E-7/10
EXHIBIT A – cont.

c. For the purposes of these Special Provisions, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties up to the amount of 11 percent of the Contractor's monthly base price as set forth in Exhibit C., Section 1., paragraph b. Repairs due to vandalism, theft, and acts or omissions by third parties in excess of the above indicated amount may be billed as Additional Work, per Exhibit C., Section 2., paragraph a.

d. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

e. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

f. Automatic irrigation systems shall:

1. Be inspected for, and repaired as necessary to ensure, proper operation, and coverage not less than one (1) time per week;

2. Be turned off during periods of rainfall, or as directed by District field staff;

3. Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

g. Manually operated irrigation systems shall:

1. Be operated only when Contractor's personnel are present on site;

2. Be inspected for, and repaired as necessary to ensure proper operation, and coverage not less than at each time of operation;

3. Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

h. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

R.F.P. # E-7/10
EXHIBIT A – cont.

i. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

7. DEBRIS/LITTER

a. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

b. Contractor shall make a minimum of one (1) visitation per week of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walks the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of this condition.

c. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

d. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2., paragraphs a. and b.

e. The Contractor shall dispose of all debris and litter as described in paragraphs a. and b. above off-site, and in a legal manner.

f. The Contractor shall notify the Director **immediately** whenever suspected hazardous waste materials are discovered on service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

g. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

R.F.P. # E-7/10
EXHIBIT A – cont.

8. GREENWASTE RECYCLING

a. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

b. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in performance of contract's Scope of Work.

c. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

d. The Contractor shall submit a Monthly Greenwaste Report (see Contract Documents-Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities, paragraph a., above. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

e. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

R.F.P. # E-7/10
EXHIBIT A – cont.

R.F.P. # E-7/10

TECHNICAL PROVISIONS - FERTILIZATION

1. TURF FERTILIZATION

a. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps.	Type of Fertilizer	Rates per 1000 sq. ft. Lbs.of Actual N	Rates per 1000 sq. ft. Amt.of Fertilizer
JAN	-	-	-	-
FEB	-	-	-	-
MAR	-	-	-	-
APR	Aeration†	Humus Base‡	0.5	Per product analysis
MAY	-	-	-	-
JUNE	-	-	-	-
JULY	-	-	-	-
AUG	-	-	-	-
SEPT	-	-	-	-
OCT	Aeration†	Humus Base‡	0.5	Per product analysis
NOV	-	-	-	-
DEC	-	-	-	-

These fertilizers to contain micronutrients including iron. See following section on fertilizers

† See General Provisions, Section 4., paragraph K., and Landscape Maintenance Specifications, Section 1., paragraph n., items 1. through 6.

‡ See Fertilization Specifications, Section 1., paragraphs c. and d. below.

R.F.P. # E-7/10
EXHIBIT A – cont.

b. Per Technical Provisions – Landscape Section 1.n.6., a humus base fertilizer shall be applied to turf areas immediately following spring and fall aeration operations. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Humus base fertilizers to be applied by drop spreader only.

d. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

e. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

f. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals, paragraph a. above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b. above.

g. Written notification is required to Director five (5) days prior to fertilizer application.

2. SHRUB & GROUND COVER FERTILIZATION

a. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Apps.	Type of Fertilizer	Rates per 1000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
APR	1	23-5-10*	1.5	6.5 lbs
SEPT	1	23-5-10*	1.5	6.5 lbs

* 23-5-10/BEST® POLY SUPREME or approved equal

b. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

c. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said contract, per Section 8. – Use of Chemicals, paragraph a., above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b., above.

d. Written notification is required to Director five (5) days prior to fertilizer application.

e. For fertilizer application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

3. TREE FERTILIZATION

a. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

a. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

1. Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

2. Absolutely no injecting or drilling into tree trunk will be allowed.

3. Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

4. Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

c. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said contract, per Section 8. – Use of Chemicals, paragraph a., above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b., above.

d. Written notification is required to Director five (5) days prior to fertilizer application.

e. For fertilizer application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

R.F.P. # E-7/10
EXHIBIT A – cont.

R.F.P. # E-7/10
TECHNICAL PROVISIONS – PESTICIDE USE

1. GENERAL

a. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.

b. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Agreement.

c. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

d. Before the beginning of contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used in the fulfillment of said contract, per Section 8., paragraph a., above. A valid written pesticide use recommendation for each pesticide so listed shall be submitted concurrently with this list. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, paragraph b., above, any changes, additions, deletions or substitutions to the recommended pesticides so listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

e. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

R.F.P. # E-7/10
EXHIBIT A – cont.

2. REPORTING SPECIFICATIONS

a. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall containaccurate and valid information. The Director may require that copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

b. For pesticide application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

b. A five (5) working day written notice shall be given to the Director prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

a. Weed Control

1. All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice annually, as determined by the Director.

2. Appropriate chemical control must be used on the following weeds. This list is inclusive; other species may be added by the Director as necessary.

Bermuda Grass
Kikuyu Grass
Nutsedge
Field Bindweed
Spurge

3. Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

R.F.P. # E-7/10
EXHIBIT A – cont.

b. Snail Control

1. Snails shall be controlled on a regular basis on the following plant species:

   Agapanthus africanus;
   Aptenia sp.;
   Gazania sp.;
   Hemerocallis sp.

2. Snails shall be controlled on an as needed basis on all other plant material.

3. Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Insect and Disease Control

1. The Director may require that tree species which are being subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

2. The Director may require that all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

3. The Director may require that all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

4. The Director may require that all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

5. All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

d. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notice from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

4. TURF - PESTICIDE USAGE CRITERIA

a. Weed Control

1. When Director determines that turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications.

2. All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use.

3. Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 2., paragraph a.

b. Insect and Disease Control

1. All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed.

2. All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director.

c. Vertebrate Pest Control

1. All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of notice from the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4., paragraph a.

PROJECT LOCATION MAPS ON FOLLOWING PAGE

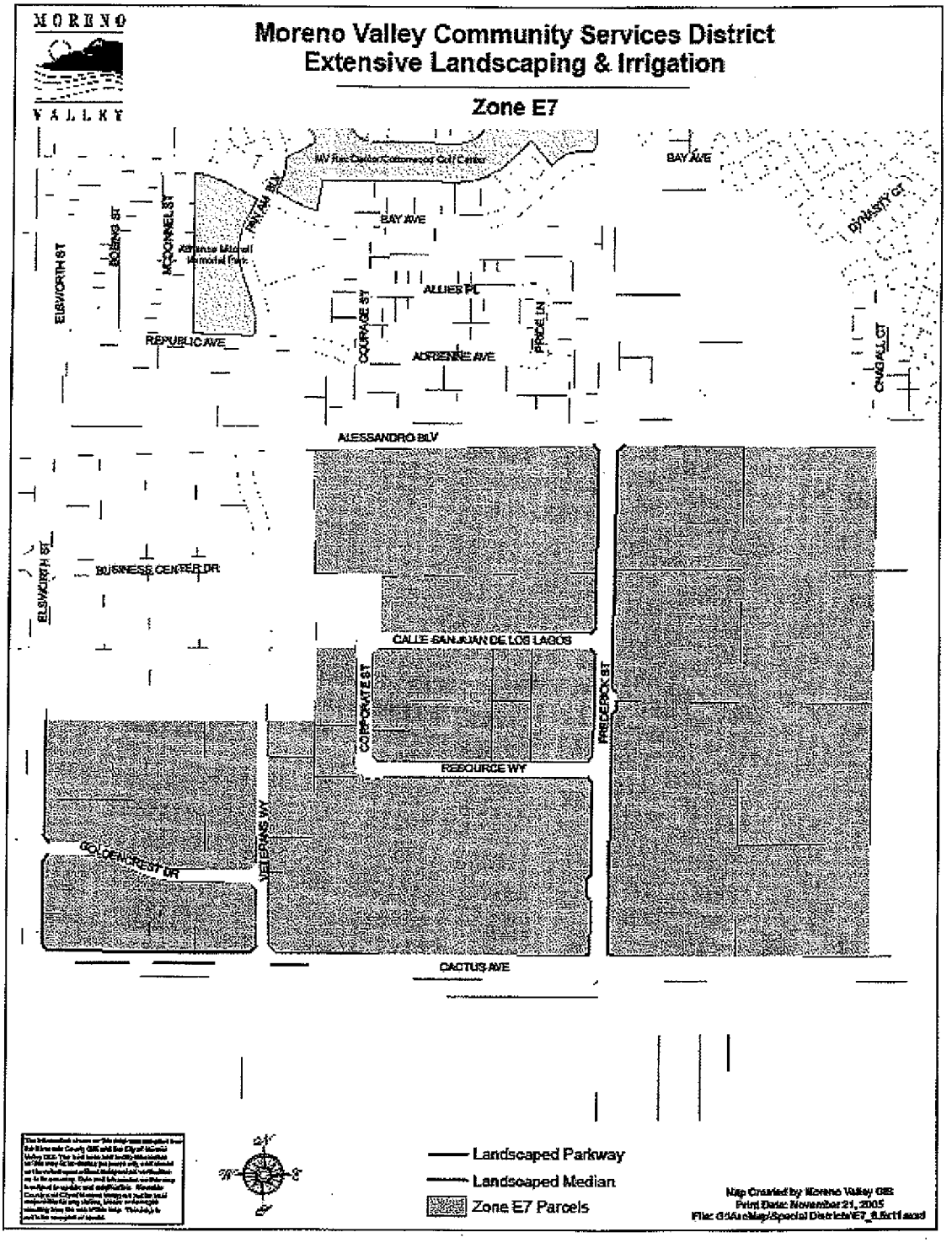
MORENO
VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E7
BAY AVE
DYNASTY CT
ELSWORTH ST
BOEING ST
MCDONNELL ST
PRATT BLV
ALLIER PL
COURAGE ST
PRICE LN
REPUBLIC AVE
ADRIENNE AVE
CHIGBALL CT
ALESSANDRO BLV
BUSINESS CENTER DR
CALLE SANJUAN DE LOS LAGOS
CORPORATE ST
PRICEPOCK ST
RESOURCE WY
VETERANS WY
GOLDEN PRESTIGE DR
CACTUS AVE
Landscaped Parkway
Landscaped Median
Zone E7 Parcels
Map Created by Moreno Valley GIS
Print Date: November 21, 2005

Item No. B.11

R.F.P. # E-7/10

EXHIBIT B
District Responsibilities

1. CONTRACT SUPERVISION

a. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his delegated representative(s), hereinafter designated as "Director."

b. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity, and communications), and to maintain their appurtenances (i.e., water and electrical meters, backflow devices). The District will pay the costs of water, electricity, and communications used in the sites covered by this Contract. The Contractor shall report to the Director any interruption of these services for whatever reason immediately upon Contractor's observation of same.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

a. The District shall maintain in full force and effect throughout the entire term of the contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this contract.

b. Director must give consent in writing prior to application of any Category I pesticide.

Project No. E-7/10
R.F.P. # E-7/10
EXHIBIT C

Payment Terms

1. CONTRACTOR'S COMPENSATION

a. The Contractor will be paid monthly per site for work performed satisfactorily under this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports of: 1) maintenance performed, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month. These reports shall be accompanied by a billing in accordance with the Contract price for the work performed, and shall become the basis for payment. No payment(s) shall be made until aforesaid reports have been submitted, and approved.

b. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of TWO THOUSAND SEVEN HUNDRED SEVENTY-SEVEN dollars and 17/100 ($2,777.17) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed THIRTY THREE THOUSAND THREE HUNDRED TWENTY-SIX dollars and 04/100 ($33,326.04), except as provided for in Section 2., paragraph c. below.

c. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

a. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain work in addition to that set forth herein as Contractor's Scope of Work. Said Additional Work shall include: Section 2., paragraph c. below ("Additional Landscape Areas"), and; Exhibit A work tasks described as Additional Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Additional Work Price List, Sections A., B., or C., or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined

by the Director. Except as set forth in Section 2., paragraph b. below, the Contractor shall not perform any such Additional Work without first obtaining express authorization from the District.

b. Notwithstanding the above requirement for prior authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the District for approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

c. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made of a new installation, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in the Exhibit E, Additional Work Price List, Section B., shall be prorated from the day the Contractor commences work on the additional areas.

d. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge <u>only</u> for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Additional Work Price List, Section A. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and 2) vandalism, theft, and acts or omissions by third parties up to the amount of 11 percent of Contractor's monthly base price as set forth in subsection 1.b. above.

e. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs a., b., and c. above in excess of the cumulative total of $4,000.00 for each contract year during the term of this Contract.

3. <u>PAYMENT DEDUCTIONS</u>

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

a. Work required in the General or Special Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is

incomplete;

b. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delay occasioned by the failure of the District, or of the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to Contractor from District, will be presented to the Contractor by the Director prior to actual deduction to allow for explanations.

Project No. E-7/10
R.F.P. # E-7/10
EXHIBIT D

Term of Contract

1. TERM OF CONTRACT

a. Following approval by both parties, the Contract will commence on July 1, 2010 and shall terminate twelve (12) months thereafter.

b. At the expiration of its term, the Contract may be extended for up to four additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph b.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Agreement, or any extension thereof.

c. In considering the option to extend the Contract, as set forth in paragraph b. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on verifiable increases in cost to the Contractor to provide services required under Contractor's Scope of Work, or the current regional Consumer Price Index as published by the Bureau of Labor Statistics, whichever basis is agreed to by both parties.

d. At the expiration of its term, the Contract may, with the concurrence of both parties, be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph d.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Agreement, or any extensions thereof.

e. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Community Services District. In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the Community Services District does not grant necessary funding appropriations and/or program approval, then the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

Project No. E-7/10
R.F.P. # E-7/10

EXHIBIT E

PROPOSAL SUBMITTAL DOCUMENTS

SCHEDULE 1

COMPANY INFORMATION

Excel Landscape Introduction:

Excel Landscape has been a full service landscape company for over 30 years and possesses a C-27 Contractors License. We are a medium sized firm, specializing in municipal maintenance. We handle a large variety of projects ranging from parkways, medians, slopes, to sports facilities. Our employees are well trained in the safety aspects of high visibility and high traffic areas. A firm large enough to insure stability yet one in which the owner is still involved in the day-to-day operations. A company committed to providing a good value to its customers, which favors long relationships over quick profits.

In-house staff perform most operations. We have a licensed pest control advisor; we are licensed pest control operators, with certified water auditors and six certified in recycled water. We are experienced in all phases of landscape from basic installations to complex Central Irrigation Systems. We have installed and monitored Maxicom, Calsense, and Motorola Osmac Control Systems with several local municipalities. We have recently assisted in the development of a new Et based controller now on the market.

Excel Landscape considers safety a number one priority and holds weekly safety meetings. We meet all existing state and federal labor laws, and comply with OSHA requirements.

We take pride in our loyal staff and strive to provide a work environment that encourages long-term employment. We realize that a service organization is only as good as its people and we try to provide opportunities for the improvement and advancement of our employees. This is reflected by the low turn over of our staff in an industry where just the opposite is the norm. This is an advantage to our customers on projects that have permanent crews, as they become familiar with specific project requirements.

At **Excel Landscape** we have installed various systems to identify the requirements for any given project, and then insure that they are carried out as required. At Excel Landscape we are committed to this process.

This project would be assigned permanent crews which allow personnel to become familiar with the work and thus, more efficient. Inspections are carried out on a weekly basis by the Foreman and monthly by the project manager. This insures compliance by our crews to the work standards. Job walks will be scheduled with a City representative at your convenience to discuss work progress and upcoming tasks.

Office staff is available Monday through Friday from 7:00 a.m. to 5:00 p.m. The same phone is answered 24 hours a day to handle emergency situations. Office staff maintains

two-way radio contact with all Foreman, irrigators and crew leaders to provide quick and efficient communications.

Finally, we believe that the best assurance for quality control is the commitment of the management. We at **Excel Landscape** take pride in our work and track record. We believe this is best represented by references from our customers.

1. **EXCEL LANDSCAPE**
   - A CALIFORNA CORPORATION

2. **MAIN OFFICE:** 710 RIMPAU AVE. STE. 108
   CORONA, CA 92879

   SATELLITE OFFICE: 4181 ALAMO ST.
   RIVERSIDE, CA 92501

3. **LICENSE:**
   - C 27 694553
   - SINCE 1994
   - EXPIRES 08/31/2010
   - STATUS – ACTIVE
   - NO PRIOR ACTIONS

4. **FEDERAL IDENTIFICATION:** 33-0617953

5. **COMPANY OFFICERS:**
   - JOSE ALFARO, PRESIDENT
   - JOSIE ALFARO, SEC/TRES

6. 34 YEARS OF LANDSCAPE MAINTENANCE SERVICE

7. 34 YEARS OF LANDSCAPE MAINTENANCE SERVICE FOR PUBLIC AGENCIES

8. **CURRENT LANDSCAPE MAINTENANCE OPERATIONS:**
   - 66 LANDSCAPE MAINTENANCE CONTRACTS
   - 43% WITH PUBLIC AGENCIES
   - $9,566,221.00 ANNUAL SALES IN MAINTENANCE CONTRACTS
   - 91% OF SALES WITH PUBLIC AGENCIES

PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

FACILITIES:

RIVERSIDE SERVICE YARD
4181 ALAMO
RIVERSIDE, CA 92503

EQUIPMENT:

CREW TRUCK & TRAILER (S)
36" WALKBEHIND MOWER (S)
21" WALKBEHIND MOWER (S)
EDGER (S)
(2) WEEDEATERS (S)
(2) HEDGETRIMMERS (S)
(2) BLOWERS (S)
SET MISC.HAND TOOLS (S)
BACKPACK SPRAYER (S)
CHEMICAL SAFETY BOX (S)
TRAFFIC SAFETY EQUIPMENT (S)

FOREMAN/IRRIGATION TRUCK (S)
FULLY STOCKED SERVICE BODY (S)
ELECTRONIC TROUBLESHOOTING EQUIPMENT (S)
REMOTE CONTROLL (S)
BELLY GRINDER FERTILIZER SPREADER (S)

STAFF:

GENERAL LANDSCAPE MAINTENANCE
PROJECT MANAGER (S)
- 7 YEARS EXPERIENCE
- WATER AUDUTIR
- CERTIFIED APPLICATOR

SUPERVISOR (S)
- 21 YEARS EXPERIENCE

MAINTENANCE CREW LEADMAN (S)
- 11 YEARS EXPERIENCE

MAINTENANCE CREW LABOR (S)
TREE TRIMMING (S)
- CERTIFIED ARBORIST

IRRIGATION MAINTENANCE (S)
- 8 YEARS EXPERIENCE

PESTICIDE APPLICATIONS (S)
- CERTIFIED PESTICIDE ADVISOR
- CERTIFIED PESTICIDE APPLICATOR

- MAINTENANCE EMPLOYEES
  - 6 SUPERVISORS AVERAGE WAGE OF $4096.00 PER MONTH
  - 15 TECHNICIANS AVERAGE WAGE OF $3029.00 PER MONTH
  - 9 FOREMEN AVERAGE WAGE OF $3520.00 PER MONTH
  - 177 LABORES AVERAGE WAGE OF $10.56 PER HOUR
- MAINTENANCE VEHICLES AND EQUUIPMENT
  - 15 SUPERVISOR/FOREMEN TRUCKS
  - 15 TECHNICIAN/IRRIGATION TRUCKS
  - 82 CREW TRUCKS
  - 55 CREW TRAILERS
  - 56 RIDING MOWERS
  - 37 WALK BEHIND MOWERS
  - 195 BACK PACK BLOWERS
  - 53 CHAIN SAWS
  - 37 EDGERS
  - 257 HEDGE TRIMMERS
  - 70 21" MOWERS
  - 12 POWER RAKES
  - 39 REMOT CONTROLS
  - 11 POWER SPRAYERS
  - 3 VACUUMS
  - 294 WEED EATERS

9. REFERENCES

CITY OF MURRIETA
40600 CAL OAKS RD.
MURRIETA, CA. 92562

Mr. Bob Kast (951) 600-5836

LANDSCAPE MAINTENANCE SERVICES

$1,600,000.00 PER YEAR, 600 ACRES

09/01/94 - PRESENT

CITY OF TEMECULA
P.O. BOX 9533
Temecula, CA 92590

Mr. Kevin Harrington (951) 694-6480

GENERAL LANDSCAPE MAINTENANCE SERVICES

$1,325,000.00 PER YEAR, 180 ACRES

7/1/93 – PRESENT

CITY OF CHINO HILLS
14575 Pipeline Ave.
Chino CA, 91709

Mr. Sean O'Conner (909) 364-2802

GENERAL LANDSCAPE MAINTENANCE SERVICES

$876,756.00 PER YEAR, 200 ACRES

7/1/90 – PRESENT

R.F.P. #E-7/10
EXHIBIT E – cont.

PROPOSED PROJECT WORK SCHEDULES
E-7 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 (4) Man crew March-September (3) Man crew October-February (1) Man irrigation tech (4)hours				
PICK UP LITTER MOW & EDGE TURF TRIM SHRUBS LIFT TREES TRIM G.C. PULL WEEDS BLOW OFF CHECH IRRIG APPLY CHEMICALS FILE NOI COMPLETE USE REPORTS JOB INSPECTIONS				
WEEK #2				
SAME AS ABOVE				
WEEK #3				
SAME AS ABOVE				
WEEK #4				
SAME AS ABOVE COMPLETE GREEN WASTE REPORT COMPLETE MONTHLY SCHEDULES				

Item No. B.11

PROPOSED PROJECT WORK SCHEDULES
E-7 ANNUAL SCHEDULE SHEET

SEPTEMBER	OCTOBER	NOVEMBER
APPLY 23-5-10 TO G.C. APPLY PRE-EMERGENT TO G.C. INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	AERATE TURF AND APPLY HUMUS FERTILIZER INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	TRIM TREES INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR
DECEMBER	**JANUARY**	**FEBRUARY**
ANNUAL INSPECTION ANNUAL INSPECTION OF TREES INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR
MARCH	**APRIL**	**MAY**
APPLY PRE-EMERGENT TO G.C. INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR INSPECT/APPLY SNAIL BAIT	AERATE TURF AND APPLY HUMUS FERTILIZER APPLY 23-5-10 TO G.C. APPLY WEED CONTROL TO TURF INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR NPDES TRAINING	INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR FERTILIZE TREES
JUNE	**JULY**	**AUGUST**
INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR

R.F.P. #E-7/10
EXHIBIT E – cont.

PROPOSED ANNUAL MATERIAL SCHEDULE

-List fertilizers to be furnished to execute work tasks specified in the Terms & Conditions, General Provisions, and Special Provisions. Specify type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost For each type (include applicable sales tax, overhead, and markup). Use additional sheets as necessary to provide a full and Comprehensive response.

	ESTIMATED AMOUNT		ESTIMATED COST
FERTILIZER:			
TURF:			
GROW GANIC	52 Bags	$	1163.50
SHRUBS:			
23-5-10	30 bags	$	1007.25
PESTICIDES:			
SHRUBS:			
PRE-EMERGENT	6 bags	$	693.75
SNAIL BAIT	2 bags	$	275.30
MANAGE	TRACE	$	32.50
ROUND UP	4 gallons	$	240.00
FUSILADE	2 quarts	$	170.32
GOPHER BAIT	TRACE	$	23.75
ATRIMEC	2 gallon	$	710.46
GRAND TOTAL:		$	4,316.83

R.F.P. # E-7/10
EXHIBIT E – cont.

COMMUNICATION, TRAFFIC SAFETY & GREENWASTE

COMMUNICATION:

Excel Landscape has a 24-hour answering service with a toll free number. All Project Managers, supervisors, foreman, Irrigation technicians and crew leaders carry Nextel radios / cell phones. All of these individuals can be reached directly during business hours. An after hours on call person can be reached via the answering service, to respond with in 2 hours.

TRAFFIC SAFETY:

All personnel ware orange shirts. They are trained weekly on all phases of safety. Each employee is issued a safety vest to be worn if orange shirts are covered. Each truck carries advanced warning signs and cones that are used each time the truck stops to work. Excel Landscape trains to and follows the "Manual of Uniform Traffic Control Devices, 2003".

GREENWASTE:

Each truck goes to a green waste facility at the end of the day. The truck is weighed and charged by truck. That amount is charged to a specific job. A monthly report is generated by job and submitted with the invoice. There is no additional cost to the city. The facility is Agua Mansa MRF at 1830 Agua Mansa Rd. in Riverside CA 92509.

No Subcontractors will be used on this job.

R.F.P. # E-1/09
EXHIBIT E – cont.

CERTIFICATION OF NON-DISCRIMINATION Error! Reference source not found

Pursuant to California Labor Code Section 1735, as added by chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of the race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read and understand the foregoing:

SIGNATURE _____

Jose Alfaro, President

Excel Landscape Inc.
12/10/09

R.F.P. # E-7/10
EXHIBIT E – cont.

PROPOSAL AFFIRMANTION

With regard to the information provided hereinabove (Proposal Schedule A), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any contract between the Moreno Valley Community Services District and **Excel Landscape Inc.,** and as a further result, the aforesaid firm may be bared from participation in future District contracts as well as be subject to possible criminal prosecution, and;
- I have legal authority to bind **Excel Landscape Inc.,** to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE SIGNED

SIGNATURES

Jose Alfaro, President

Josie Alfaro, Secretary/Treasurer

Excel Landscape Inc.
12/10/09

R.F.P. # E-7/10
EXHIBIT E – cont.

SCHEDULE II

BID SCHEDULE

Excel Landscape Inc.

SITE	COST PER MONTH	TOTAL COST FOR 12 MONTHS
Designated E-7 Parkways & Medians	**$2,777.17**	**$33,326.04**
TOTALS	**$2,777.17**	**$33,326.04**

Total Proposal Amount in figures:

$33,326.04

Total Proposal Amount in words:

Thirty Three Thousand Three Hundred Twenty Six and 04/100

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway irrigation and landscaping as set forth in Exhibit A of this contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s)_____has/have been received and is/are made a part of this proposal.

Jose Alfaro

Jose Alfaro, President

12/10/09

R.F.P # E-7/10
EXHIBIT E - cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

A.

Prices for Emergency Work, Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibit A., Section 3., paragraph e., and; Exhibit C., Section 2., paragraphs a. through d..

UNIT PRICES

1	Pop-up sprinkler in place:	4"	@	$	16.00 ea.
		6"	@	$	19.00 ea.
		12"	@	$	28.00 ea.
2	Pop-up gear drive sprinkler in place:	4"	@	$	28.00 ea.
		12"	@	$	38.00 ea.
3	Fixed shrub sprinkler in place:		@	$	14.00 ea.
4	Fixed shrub gear drive sprinkler in place:		@	$	26.00 ea.
5	1 gal. shrub/vine/ground cover in place:		@	$	10.00 ea.
6	5 gal. shrub/vine/ground cover in place:		@	$	19.00 ea.
7	5 gal tree in place (stakes included)		@	$	55.00 ea.
8	15 gal tree in place (stakes included)		@	$	95.00 ea.
9	24" box tree in place (stakes included)		@	$	210.00 ea.
10	36" box tree in place (guy wires included)		@	$	400.00 ea.
11	Flat of ground cover in place		@	$	19.00 ea.
12	Planter bed mulch in place		@	$	45.00 yd
13	Turf renovation (include de-thatch, overseed,		@	$	95.00 1/K
14	Additional turf Aeration		@	$	50.00 1/K
15	Additional labor		@	$	25.00 hr.
16	Additional Supervision		@	$	30.00 hr.
17	Additional Irrigation Technician		@	$	45.00 hr.
		Total			$1,267.00

EXCEL LANDSCAPE INC.

R.F.P. # E-7/10
EXHIBIT E – cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ANRE HEREBY MADE A PART OF THIS AGREEMENT

COST SECTION A: (ADD ITEMS 1 THROUGH 15: FROM PREVIOUS PAGE) **$1,267.00**

ROUTINE IRRIGATION REPAIR PRICES

A. 18. Irrigation repair parts for routine repairs @ cost plus 20%

COMPUTE TOTAL COST, SECTION A:

STEP 1: MULTIPLY "COST SECTION A" BY THE "COST PLUS" PERCENTAGE ENTERED FOR ITEM A. 18.

STEP 2: ADD THE COMPUTATION RESULT TO "COST SECTION A" AND ENTER BELOW

TOTAL COST SECTION A: $1,520.40

B. Unit prices for Additional Work (additional landscape areas) per Section 3., paragraph f.

1. Additional parkway areas, planters (trees to 18-feet height, shrubs, ground cover included, as applicable). **$ .029**/sq. ft./mo

2. Additional parkway areas, turf (trees to 18-feet height, shrubs, ground cover included, as applicable). **$ .029**/sq. ft./mo.

TOTAL COST SECTION B:

ITEMS 1 & 2 ABOVE = **$.058**

C. Any other Additional Work shall be quoted per Section 3., paragraph d. of the Terms & Conditions. TOTAL ADDITIONAL WORK PRICE COST:

SUM OF TOTAL COSTS FOR SECTION A & B: = **$1,520.45**

EXCEL LANDSCAPE INC.

R.F.P. #E-7/10
EXHIBIT E – cont.

CONTRACT PROPOSAL

The undersigned declares that he has carefully examined the location(s) of the proposed work, that he has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the City for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth on the following proposal. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM BASE COMPENSATION SHEET):

Thirty Three Thousand Tree Hundred Twenty Six and 04/100

$33,326.04

TOTAL ADDITIONAL WORK PRICE COST (FROM ADDATIONAL WORK PRICE LIST):

One Thousand Five Hundred Twenty and 45/100

$1,520.45

TOTAL COMBINED BASE COMPENSATION AMOUNT AND ADDITIONAL WORK PRICE COST:

Thirty Four Thousand Eight Hundred Forty Six and 49 /100

$34,846.49

December 10, 2009

EXCEL LANDSCAPE INC.

Jose Alfaro

Jose Alfaro, President

C27 694553

INCORPORATED UNDER LAWS OF THE STATE OF CALIFORNIA

Jose Alfaro

PRESIDENT

(Corporate Seal)

Josie C Alfaro

SECRETARY

R.F.P. # E-7/10
EXHIBIT E – cont.

AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is a Proposal Surety Bond for 10% of the amount bid, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check of Proposal Surety Bond is to be returned to the undersigned.

12/10/09

Signature of Proposer _____

Jose Alfaro, President
710 Rimpau Ave. Ste. 108
Corona, CA 92879

951-735-9650

Names and Addresses of Members of the Firm:

Jose Alfaro, President
Josie Alfaro, Secretary/Treasurer

Signature of Proposer _____

Jose Alfaro, President
710 Rimpau Ave. Ste. 108
Corona, CA 92879

R.F.P. # E-7/10
EXHIBIT E – cont.

Affirmation of Proposal Guarantee (cont.)

Incorporated under Laws of the State of California

State License Number and Classification C-27 694553

PRESIDENT Jose Alfaro

SEC/TRES Josie Alfaro

(Corporate Seal)

R.F.P. # E-7/10
EXHIBIT E – cont.

PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Excel Landscape, Inc.

_____, as

principals, and First National Insurance Company of America, a duly

authorized corporate surety: Business Address

3323 City Blvd. West, Ste. 300, Orange, CA 92868,

Phone (800) 763-9268, are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of Ten Percent of the Amount Bid Dollars, ($ ---10% Amount Bid), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly,and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about to hand in and submit to the Board of Directors of the Moreno Valley Community Services District, a proposal for **PROJECT NO. E-7/10 – CENTERPOINTE, MAINTENANCE OF PARKWAY & MEDIAN LANDSCAPING AND IRRIGATION**, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said Board of Directors, and if the said principal shall fail or neglect to enter into a Contract therefor within the required time, then in that case the undersigned obligers will pay to the Moreno Valley Community Services District the full sum of Ten Percent of the Amount Bid Dollars, ($ ---10% Amount Bid), as liquidated damages for such failure and neglect.

WITNESS our hands this 4th day of December, 2009.

(SIGNATURE PAGE FOLLOWS)

R.F.P. # E-7/10
EXHIBIT E – cont.

Proposal Surety Bond (cont.)

PRINCIPAL	CORPORATE SURETY
Name: Excel Landscape, Inc.	Name: First National Insurance Company of America
Address: 710 Rimpau Ave., Ste. 108	Address: 333 City Blvd. West, Ste 300
Corona, CA 92879	Orange, CA 92868
Tel. No.: (951) 735-9650	Tel. No.: (800) 763-9268
By:	By: Attorney-in-Fact Shannon Lopez

NOTE: **This bond must be executed by both parties, and in the case of a corporation, with the corporate seal affixed. All signatures must be acknowledged (attach Acknowledgments). The attorney-in-fact for the bonding company must be registered in at least one county in the State of California.**

RISK MANAGEMENT
Approved

By Date 5-11-10

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Riverside

On Dec. 10, 2009 (Date) before me, Glenn A. Brady Notary Public (Here Insert Name and Title of the Officer)

personally appeared Jose Alfaro (Name(s) of Signer(s))

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

GLENN A. BRADY
Commission # 1697219
Notary Public - California
Riverside County
My Comm. Expires Oct 2, 2010

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

WITNESS my hand and official seal.

Signature Glenn A. Brady (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Proposal Surety Bond

Document Date: 12/10/09 Number of Pages: 4

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jose Angel Alfaro
- ☑ Individual
- ☐ Corporate Officer — Title(s):
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:
- ☐ Individual
- ☐ Corporate Officer — Title(s):
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On December 4, 2009 before me Raquel L. Soto, Notary Public, personally appeared

Shannon Lopez

,

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

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

WITNESS ~~my hand~~ and official seal.

Signature Raquel L. Soto (Seal)

RAQUEL L. SOTO
COMM. #1775672
NOTARY PUBLIC-CALIFORNIA
SAN BERNARDINO, COUNTY
My Comm. Exp. NOV 21, 2011

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ ~~INDIVIDUAL~~
- ☐ ~~CORPORATE OFFICER~~

Title(s)

- ☐ ~~PARTNERS~~ ☐ ~~LIMITED~~ ☐ ~~GENERAL~~
- ☒ ATTORNEY-IN-FACT
- ☐ ~~TRUSTEE(S)~~
- ☐ ~~GUARDIAN/CONSERVATOR~~
- ☐ ~~OTHER:~~

SIGNER IS REPRESENTING:
First National Insurance Company of America

DESCRIPTION OF ATTACHED DOCUMENT

Bid Bond
Title or Type of Document

2
Number of Pages

December 4, 2009
Date of Document

Excel Landscape, Inc.
Signer(s) other than Named Above

Item No. B.11

MV00206329

Liberty Mutual.

POWER OF ATTORNEY

First National Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

KNOW ALL BY THESE PRESENTS: No. 10918

That **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, a Washington corporation, does hereby appoint

*********MARTIN M. DAVIS; PETER M. DAVIS; GEORGE A. DECRISTO; GALE DELO; SHANNON LOPEZ; KENZIE K. THOMPSON; Redlands, California**********

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, FIRST NATIONAL INSURANCE COMPANY OF AMERICA has executed and attested these presents

this 21st day of March, 2009.

Dexter R. Legg — T A Mikolajewski

Dexter R. Legg, Secretary — **Timothy A. Mikolajewski, Vice President**

CERTIFICATE

Extract from the By-Laws of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA:**

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of
FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

(i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 4th day of December, 2009.

FIRST NATIONAL INSURANCE COMPANY OF AMERICA — CORPORATE SEAL 1928 — STATE OF WASHINGTON

Dexter R. Legg

Dexter R. Legg, Secretary

S-1049/DF 3/09

WEB PDF

Item No. B.11

MV00206330

R.F.P. #E-7/10
EXHIBIT E – cont.

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)§

Jose Alfaro, affiant being first duly sworn, deposes and says:

That he is President of **EXCEL LANDSCAPE INC.** the party making the foregoing bid, that the bid is not make in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, of corporation; that the bid is genuine and not collusive of sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and gas not directly or indirectly colluded, conspired, connived, or agreed with any bidder of anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly of indirectly, sought by agreement, communication, of conference with anyone to fix the bid price of the bidder of any other bidder, or to fix any overhead, profit, of cost element of the bid price, or of that of any other bidde4r, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly of indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Jose Alfaro
710 Rimpau Ave, Ste. 108
Corona, CA 92879

951-735-9650

SIGNATURE Jose Alfaro

Jose Alfaro, President

ALL SIGNATURES MUST BE NOTARIZED

(See Attached Acknowledgement)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Riverside

On Dec. 10, 2009 (Date) before me, Glenn A. Brady Notary Public (Here Insert Name and Title of the Officer),
personally appeared Jose Alfaro (Name(s) of Signer(s))

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

GLENN A. BRADY
Commission # 1697219
Notary Public - California
Riverside County
My Comm. Expires Oct 2, 2010

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

WITNESS my hand and official seal.

Signature Glenn A. Brady (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Non-collusion affidavit

Document Date: 12-10-2009 Number of Pages: 1

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jose Alfaro
☑ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:
☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
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MV00206333

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-7 • Centerpointe

Item No. B.11

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MV00206335

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: THIRD EXTENSION OF THE AGREEMENT - PROJECT NO. E-16/10 MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

RECOMMENDED ACTION

Recommendations:

1. Approve the Third Extension of the Agreement ("Third Extension Agreement") for Maintenance of Parkway and Median Landscaping and Irrigation Project No. E-16/10, with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for the E-16 (Shadow Mountain) landscaped area.

2. Authorize the City Manager to execute the Third Extension Agreement for E-16/10 with TruGreen Landcare.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to TruGreen Landcare in the not-to-exceed (NTE) amount of $37,040.00 ($29,820.00 for base services and $7,220.00 for additional work services).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include:

Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services.

Zone E (extensive landscape maintenance), provides landscape maintenance services at full (standard) or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), E-15 (Celebration), and E-16 (Shadow Mountain).

Zone M (Commercial, Industrial, and/or Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide, and

Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors that perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement (Agreement). In accordance with the terms of the Agreement, annual extensions of the Agreement (Extension Agreement) may be entered into up to no more than 4 extensions of the original Agreement, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the CSD (District) and Contractor, at the base rate as provided in the Agreement, plus an additional amount for extra or unanticipated work (additional work amount) that may be performed during the term of the Agreement plus any applicable Extension Agreement.

The Agreement or Extension Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. “Base services” include: mowing, edging and trimming of turf grass areas, pruning and trimming of shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes

and groundcovers, and pesticide applications. Base services are performed on a scheduled rotation basis. "Additional work services" include, but are not necessarily limited to, additional labor and material costs for irrigation repairs, plant material replacement, fertilizer applications and the addition of added square footage of landscaped areas to be added to a Zone's service area at the unit prices for additional work as specified in the Agreement.

DISCUSSION

On December 3, 2009, the Special Districts Division of the Financial and Management Services Department (formerly the Public Works Department) received valid proposals from four (4) landscape maintenance firms in response to a Request for Proposal (RFP) to provide standard maintenance of the landscaped parkways, medians and the irrigation system associated with Zone E-16. On June 21, 2010, upon staff's evaluation of the proposals and recommendation, the City Engineer, acting in their capacity as the District Engineer to the Moreno Valley CSD, with the approval as to the legal form by the City Attorney, awarded the contract for landscape maintenance of Zone E-16 parkways and medians to TruGreen Landcare, Corona, California (the "Contractor"). The amount of the Agreement for the initial twelve-month term was $34,320.00 for standard service level landscape maintenance ($29,820.00 for base services; $4,500.00 for estimated additional work).

The service levels provided are consistent with the terms of the CSD Zone E General Service Level Guidelines, as listed in the CSD Zone E Service Plan Policy, (adopted by the CSD Board on September 25, 2007, as amended on April 26, 2011). The Contractor has consistently provided satisfactory service in accordance with the terms of the Agreement and as extended per subsequent Extensions of the Agreement, (a First Extension and a Second Extension at the same base as the original Agreement with an increase in the additional work amount) and has agreed to extend the Agreement based upon the same terms in accordance with the standard service level for Zone E-16.

Approval of the Extension Agreement for Fiscal Year 2013/14

Approval of the Third Extension Agreement is being recommended for authorization in the NTE amount of $37,040.20 ($29,820.00 for Zone E-16 base maintenance services, and $7,220.00 for Zone E-16 additional work). This is the third of four possible extensions allowed per the terms of the Agreement.

Authority for City Manager Approval of Extension Agreements for the Balance of Available Extensions to the Agreement.

Pursuant to City Council Resolution No. 2008-115, the City Council shall provide approval of procurements greater than $100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the E-6/10 Agreement, as may be allowed per the

terms of the Agreement. Potential extensions are those extensions which may be allowed, contingent upon satisfactory service by the Contractor and concurrence by the City and Contractor to enter into an extension of the Agreement, or the Agreement as Amended.

E-16/10						
	FY 2010/11 Original Agreement	FY 2011/12 First Extension	FY 2012/13 Second Extension	FY 2013/14 Proposed Third Extension[1]	FY 2014/15 Potential Fourth Extension[2]	Cumulative Total
Base	$ 29,820.00	$ 29,820.00	$ 29,820.00	$ 29,820.00	$ 29,820.00	$ 149,100.00
Additional Work	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 7,220.00	$ 7,220.00	$ 27,940.00
Total	$ 34,320.00	$ 34,320.00	$ 34,320.00	$ 37,040.00	$ 37,040.00	$ 177,040.00

[1] The additional work amount reflects a proposed increase for additional irrigation services and replants as may be required during FY 2013/14. Previously City staff responded to a majority of the irrigation repair and inspections; however with the decrease in staff, the Contractor is assuming added responsibities for these services in accordace with the additional work amounts as allowed per the terms of the Agreement.

[2] Extensions beyond 2013/14 are anticipated, based upon presently known information and may change in the future for reasons including, but not limited to adding additional service area, removing existing service area, and emergency work.

Staff is requesting the City Council authorize the City Manager to approve extensions and any necessary amendments up to, as well as associated purchase orders (P.O.) for all remaining extensions available, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council (CSD Board) and demonstration by the Contractor of having provided satisfactory performance of the services, per the terms of the Agreement in the prior year(s), and both the City and the Contractor mutually agreeing to extend the Agreement.

ALTERNATIVES

1. Approve the Third Extension Agreement for E-16/10 with TruGreen Landcare. in the form attached hereto to provide for the continuation of landscape maintenance services; authorize the City Manager to execute said Third Extension Agreement for E-16/10 with TruGreen Landcare; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $37,040.00 ($29,820.00 for Zone E-16 base services and $7,220.00 for Zone E-16 for additional work services); and authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement and authorize the associated P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will ensure uninterrupted landscape maintenance and irrigation services be provided to the parkways and medians associated with the Zone E-16 (Shadow Mountain) Specific Plan area.*

2. Do not approve the Third Extension Agreement for E-16/10 with TruGreen Landcare, in the form attached hereto to provide for the continuation of landscape maintenance services; nor authorize the City Manager to execute said Third Extension Agreement for E-16/10 with TruGreen Landcare.; nor authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $37,040.00 ($29,820.00 for Zone E-16 base services and $7,220.00 for Zone E-16 for additional work services); and do not authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement nor authorize subsequent P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative, there will be an interruption in landscape maintenance and irrigation services provided to the parkways and medians associated with the Zone E-16 (Shadow Mountain) landscaped areas, which will prevent necessary landscape maintenance services from being performed.*

FISCAL IMPACT

Administration and maintenance of Zone E is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills. Revenue from the parcel charges collected for Zone E-16 may only be used for landscape maintenance services associated with the parkways and medians in Zone E-16. **The costs for the maintenance services have been budgeted, respectively, for this Zone for the coming fiscal year**. **This action will not impact the City's General Fund.**

The following table represents the base and additional work costs for FY 2013/14 associated with the E-16/10 Third Extension Agreement for Zone E-16.

Service Area (Zone)	Contractor	GL Account	2013/14 Base Agreement Amount	2013/14 Additional Work Agreement Amount	2013/14 Total Agreement Amount
E-16	TruGreen Landcare	5013-30-79-25718-620910	$ 29,820.00	$ 7,220.00	$ 37,040.00

CITY COUNCIL GOALS

Community Image and Positive Environment:

City Council in their capacity as the CSD Board will allow for the continued promotion of community image, as well as neighborhood pride and cleanliness, through continued maintenance of parkways and medians of CSD maintained landscaped areas by approval of this item.

NOTIFICATION

N/A

ATTACHMENTS

1. Attachment 1 – Third Extension Agreement for E-16/10 for FY 2013/14
2. Attachment 2 – Extension to the Agreement (Second Extension Agreement) for E-16/10 for FY 2012/13
3. Attachment 3 – Extension to the Agreement (First Extension Agreement) for E-16/10 for FY 2011/12
4. Attachment 4 – Agreement for E-16/10 for FY 2010/11
5. Attachment 5 – Site Map – Zone E-16 (Shadow Mountain)

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

THIRD EXTENSION AGREEMENT
PROJECT NO. E-16/10
MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereinafter, "District") and **TruGreen Landcare,** (hereinafter, "Contractor").

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated June 21, 2010, referencing Project No. E-16/10 for the maintenance of parkway and median landscaping, and irrigation systems associated with Project No. E-16/10 Maintenance of Parkway and Median Landscaping and Irrigation for Zone E-16; and,

WHEREAS, landscape maintenance services provided during the initial term of the Agreement were sufficiently performed, and both District and Contractor mutually agreed to enter into an extension of the Agreement (First Extension Agreement), for the term of July 1, 2011 to June 30, 2012; and,

WHEREAS, landscape maintenance services provided during the term of the First Extension Agreement were sufficiently performed, and both District and Contractor mutually agreed to enter into an extension of the Agreement (Second Extension Agreement), for the term of July 1, 2012 to June 30, 2013; and,

WHEREAS, landscape maintenance services as provided under the Second Extension Agreement are being sufficiently performed; and,

WHEREAS, pursuant to the terms of the Agreement, both parties wish to further extend the Agreement (Third Extension Agreement); and,

WHEREAS, the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The Third Extension Agreement period shall commence on **July 1, 2013** and shall terminate on **June 30, 2014.**

2. In accordance with Exhibit D.,1., b., of the Agreement, this Third Extension Agreement shall be considered the third of four possible extensions of the Agreement.

3. For the period of this Third Extension Agreement and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for work (labor, materials, supplies, equipment, etc.) performed under this Third Extension Agreement for maintenance of the parkway and medians of E-16 consistent with the payment terms (Exhibit C) of the Agreement in the total amount of **TWO THOUSAND FOUR HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS ($2,485.00)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **TWENTY-NINE THOUSAND EIGHT HUNDRED TWENTY AND 00/100 DOLLARS ($29,820.00).**

4. Notwithstanding Exhibit E, Additional Work Price List, B., of the Agreement, the unit cost set forth in the Additional Work Price List for any landscape areas added to the project during the period of this Third Extension Agreement shall be as follows:

    a. Additional parkway areas, planters (trees up to 18-feet height, as applicable). **$0.023/sq.ft./mo.**

    b. Additional parkway areas, turf (trees up to 18-feet height, shrubs, ground cover included, as applicable). **$0.020/sq. ft./mo.**

5. Notwithstanding Exhibit C., 2., e., of the Agreement, for the period of this Third Extension Agreement and except as specifically approved by subsequent action of the CSD Board or City Manager, as directed by the CSD Board, the Director (the Chief Financial Officer/City Treasurer or their designated appointee) may not authorize additional work pursuant to this Third Extension Agreement or the original Agreement in excess of the cumulative total of **SEVEN THOUSAND TWO HUNDRED TWENTY AND 00/100 DOLLARS ($7,220.00).**

6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

City of Moreno Valley	Contractor: TruGreen Landcare
By: _____	By: _____
Title: City Manager, Acting in the capacity of District Manager to the Moreno Valley Community Services District	Title: (President or Vice President)
Date: _____	Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary

Date: _____
Affix Corporate Seal Below

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MV00206345

EXTENSION AGREEMENT
PROJECT NO. E-16/10
MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **TruGreen Landcare,** (hereafter, "Contractor")

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated June 21, 2010, referencing Project No. E-16/10 for the maintenance of parkway and median landscaping and irrigation systems associated with the District's E-16 Shadow Mountain landscape service area.

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement.

WHEREAS, the Extension of the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2012** and shall terminate on **June 30, 2013.**

2. In accordance with Exhibit D, Section 1b of the Agreement, this Extension shall be considered the second of four possible extensions of the Agreement.

3. For the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension for maintenance of the parkway and medians consistent with the terms of the Agreement in the total amount of **TWO THOUSAND FOUR HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS ($2,485.00)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **TWENTY-NINE THOUSAND EIGHT HUNDRED TWENTY AND 00/100 DOLLARS ($29,820.00).**

4. Notwithstanding Exhibit E of the Agreement, Additional Work Pricing of the Agreement, the unit cost set forth in the Additional Work Price List, Exhibit E, Section B. for any landscape areas added to the project during the period of this Extension shall be as follows:

   a. Additional parkway areas, planters (trees up to 18-feet height, as applicable). **$0.023/sq.ft./mo.**

   b. Additional parkway areas, turf (trees up to 18-feet height, shrubs, ground cover included, as applicable). **$0.020/sq. ft./mo.**

5. Notwithstanding Exhibit C., Numeral 2, Letter e. of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the City Council, the Director (the Public Works Director/City Engineer or his designated appointee) may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($4,500.00).**

6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

EXTENSION AGREEMENT
PROJECT NO. E-16/10
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

City of Moreno Valley	Contractor: TruGreen Landcare
By:	By:
Title: Financial & Administrative Services Director, acting in the capacity of Chief Fiscal Officer to the Moreno Valley Community Services District	Title: (President or Vice President) Tim Martinez, Region Manager
Date: 7/9/12	Date: 5/28/12

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

Suzanne Bryant
Deputy City Attorney

7-9-12
Date

RECOMMENDED FOR APPROVAL:

Department Head

7/10/12
Date

By:
Title: Corporate Secretary or Assistant Secretary

Date:

Affix Corporate Seal Below

Item No. B.12

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MV00206349

EXTENSION AGREEMENT
PROJECT NO. E-16/10
MAINTENANCE OF LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **TRUGREEN LANDCARE** (hereafter, "Contractor").

WHEREAS, the District and Contractor entered into an agreement dated June 21, 2010 referencing Project No. E-16/10 regarding landscaping and irrigation maintenance (hereafter, "Agreement").

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement by a period of twelve (12) months under the following additional terms:

1. The extension period shall commence on **July 1, 2011**, and shall terminate on **June 30, 2012.**

2. In accordance with paragraph 5(b) of the Agreement, this Extension shall be considered the first extension of the Agreement AND THE Agreement may be extended for up to three (3) additional twelve (12) month periods with the concurrence of both parties.

3. Notwithstanding Exhibit C paragraph 1(b) of the Agreement, for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension the total amount of **TWO THOUSAND FOUR HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS ($2,485.00)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **TWENTY-NINE THOUSAND EIGHT HUNDRED TWENTY AND 00/100 DOLLARS ($29,820.00)**

4. Notwithstanding paragraph 3(f) of the Agreement, the unit cost set forth in the Additional Work Price List, Section B. for any landscape areas added to the project during the period of this Extension shall be as follows:

   a. Additional parkway areas, turf (trees up to 18-feet height, as applicable). **$ 0.02/sq. ft./mo.**.

   b. Additional parkway areas, planters (trees up to 18-feet height, shrubs, ground cover included, as applicable). **$0.023/sq. ft./mo.**.

5. Notwithstanding paragraph 3(h) of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($4,500.00).**

6. Except as set forth above, all other terms and conditions of the Agreement shall remain in full force and effect.

Dated: 6/30/11

MORENO VALLEY COMMUNITY SERVICES DISTRICT

By: Richard Beichert 7/7/11
Public Works Director, acting in the capacity of
Financial & Administrative Services Director,
acting in the capacity of Chief Fiscal Officer
to the Moreno Valley Community Services
District

CONTRACTOR:

Signature	Manuel Mendes Signature
Printed Name	MANUEL MENDES Printed Name
Title	BRANCH MANAGER Title
Company Name	(Corporate Seal)

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

6/27/11
Date

RECOMMENDED FOR APPROVAL:

Department Head

6/30/11
Date

Item No. B.12

TRUGREEN LandCare℠

DESIGNATION OF REPRESENTATIVE

I, Thomas E. Courtney, Vice President & Associate General Counsel of TruGreen LandCare L.L.C., the general partner of TRUGREEN LANDCARE, a California general partnership ("Company"), with full power and authority, do hereby authorize and direct Manny Mendes, Branch Manager, TruGreen LandCare, 1616 Marlborough, Building S, Riverside, California 92507 to represent the Company to execute any and all bid documents, related contracts and documents to effectuate the terms of the contract for the City of Moreno Valley R.F.P. #E-16/10 – Maintenance of Parkway and Median Landscaping and Irrigation for Shadow Mountain entered into on behalf of the Company with the Moreno Valley Community Services District.

This Designation of Representative expires at midnight on November 30, 2010.

TRUGREEN LANDCARE, a California general Partnership

By: TruGreen LandCare L.L.C.,
Its: General Partner

By: _____
Thomas E. Courtney
Vice President & Associate General Counsel

Dated: November 30, 2009

STATE OF TENNESSEE}
COUNTY OF SHELBY}

Before me, Letha W. Sanders, a Notary Public for said State and County, personally appeared THOMAS E. COURTNEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Vice President & Associate General Counsel of TruGreen LandCare L.L.C., a Delaware limited liability company, the General Partner of TRUGREEN LANDCARE, the within named bargainor, a California general partnership, and that he as such Vice President & Associate General Counsel, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand, at office, this 30th day of November, 2009.

LETHA W. SANDERS STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY

Letha W. Sanders
Notary Public

My Commission Expires: September 26, 2012

My Commission Expires: _____

Item No. B.12

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MV00206353

Moreno Valley Community Services District
R.F.P. # E-16/10
Shadow Mountain

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement, effective as of the day signed by the Public Works Director (acting in the capacity of District Engineer to the Moreno Valley Community Services District), or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. **CONTRACTOR INFORMATION:**

Contractor's Name: TruGreen Landcare
Address: 1616 Marlborough Ave. Bld. S
City: Riverside , Ca 92507
Business Phone: 951-688-6880 Fax No.: 951-686-1436
Other Contact Number: _____
Social Security Number: _____
Business License Number: 07754
Federal Tax I.D. Number: 36-4313318
Contractors' License Number & Classification: 774548 C-27, C-61, D-49

2. **CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:**

A. The Contractor's scope of service, performance specifications, and/or additional terms and conditions are described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The District's responsibility, other than payment, is described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contractor Starting Date is July 1, 2010 and the Contractor Ending Date is June 30, 2011. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-

performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal submittal documents, including but not limited to the Notice Requesting Proposals, Instruction To Proposers, Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. **STANDARD TERMS AND CONDITIONS:**

A. Control of Work. Except for compliance with specifications and performance standards provided for in Exhibit "A," Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide any training to Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, RDA, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement.

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.
By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

J. Termination.
   a. Either party may terminate this Agreement upon breach of the Agreement by the other party. In the event the District terminates the Agreement, the Contractor shall perform no further services under the Agreement unless the notice of termination authorizes such further work.
   b. The District may terminate this Agreement without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractors time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Agreement. No officer or employee of the District or City shall have any financial interest in this Agreement in violation of federal, state, or local law.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor:
TruGreen Landcare
Riverside, CA 92507
951-688-6880
[Telephone number]
951-686-1436
[Fax number]

With a copy to:
_____
[Attorney for Contractor, if applicable]
_____
[Street Address]
_____
[Post Office Box, if applicable]
_____
[City, State, Zip Code]
_____
[Telephone number]
( )_____
[Fax number]
( )_____

To CSD:
MORENO VALLEY COMMUNITY SERVICES DISTRICT
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto
Telephone number: (951) 413-3480
Fax Number: (951) 413-3498

With a copy to:
City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: (951) 413-3036
Fax number: (951) 413-3034

SIGNATURE PAGE TO FOLLOW

R.F.P. # E-16/10

Moreno Valley Community Services District

By: _____
Public Works Director, acting in the capacity of District Engineer to the Moreno Valley Community Services District

Date: 6/21/10

Contractor

By: Manuel Mendez

Title: BRANCH MANAGER

Date: 5-20-10

By: _____

Title: _____

Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

6-17-10
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

Attachments

Project No. E-16/10
R.F.P. # E-16/10
EXHIBIT A

1. SCOPE OF WORK

a. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Contract Exhibit A.

b. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf and shrub areas designated hereunder; regularly maintain and prune trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

c. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

d. The Contractor shall be responsible for carefully reviewing the site(s), and verifying that all areas include the square footage noted for each location of proposed work. The Contractor shall not be relieved of his or her liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Specifications, and the actual conditions revealed during the examination of the locations of the proposed work.

2. SCHEDULING OF WORK

a. The Contractor shall adhere to the facilities, equipment and staffing schedule, and monthly and annual work schedules submitted as a part of Contractor's bid, and incorporated herein by this reference. These schedules, and any approved revisions thereto, shall be used by the District as a basis for determining Contractor's satisfactory performance.

b. Revisions to facilities, equipment, staffing, or monthly and annual work schedules shall not be implemented without the prior written approval of

the Director. The Contractor shall submit proposed revisions to equipment and staffing, or monthly and annual work schedules in writing to the District at the address as set forth in Section N. of the Agreement, at least ten (10) working days prior to commencing work per the proposed revisions.

c. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

d. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

e. The Contractor shall notify the Director in writing at least five (5) days prior to the date and time of all "Specialty" type maintenance operations, which shall include, but are not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended methods of execution, materials to be used, and the dates for commencement, and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

f. When inclement weather renders performance per approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor shall adjust his work force in order to accomplish those work items not affected by weather, and shall contact District field staff to inform them of said alternate work assignments. Failure to so advise the District may be cause for assessment of non-performance penalties, per Exhibit C, Section 4.

g. For the purposes of this Contract, "Working Days" shall be Mondays through Fridays. The hours of maintenance service shall be 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule approved the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas	December 25

If a holiday falls upon a Sunday, the following Monday shall be the date the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, contractor shall submit a proposed make-up day for the Director's approval.

3. FUNCTIONS AND RESPONSIBILITIES

a. The Director and Contractor shall conduct an inspection of all sites covered under this Agreement as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Agreement. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

b. The Contractor shall maintain on an ongoing basis a monthly log that records all work performed by Contractor. Said log shall be in a form and content acceptable to the Director (see Contract Documents, Appendix B), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

c. The Contractor shall perform at least one maintenance inspection weekly during daylight hours of all sites. Such inspection shall be both visual and operational, including but not limited to, operation of all automatic irrigation

systems to check for proper condition, and reliability. Additionally, the Director may require Contractor to attend meetings with District field staff at some fixed interval to review Contractor's operations, and schedule such future work as may be ordered by the Director. Failure to conduct said weekly inspections or attend regularly scheduled meetings, may result in the assessment of non-performance penalties per Exhibit C., Section 4.

d. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in Contractor's firm name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Section 3., paragraph e. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, two-way radio, pager, or car phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service, and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

e. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at <u>any</u> time:

1. City Manager
2. Director of Public Works
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Landscape District Program Manager
7. Senior Landscape Services Inspector
8. Landscape Services Inspector
9. Street Maint. Supervisor

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2., paragraphs a. and b., unless said emergency is determined to have been caused by an act or omission attributable to Contractor.

4. CONTRACTOR'S STAFF

a. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

b. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper and efficient manner at all times, and shall cause the least possible inconvenience to the public.

c. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the District.

d. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to proper shoes, other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements, and wearing of proper clothing.

Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

e. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

R.F.P. # E-16/10
EXHIBIT A – cont.

5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards, and its branch offices.

6. COMPLAINTS

a. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3., paragraph a.

b. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above.

c. In addition to the provisions of Section 6., paragraph a. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

a. The Contractor agrees to perform all work outlined in these Specifications in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all

applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

b. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2003 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between 3:30 p.m. and 6:00 p.m.

c. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

d. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) days following the occurrence.

e. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3. of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section of the General Provisions may result in contract termination, per Agreement, Section J.

R.F.P. # E-16/10
EXHIBIT A – cont.

8. USE OF CHEMICALS

a. Before the beginning of the contract period, the Contractor shall submit a list of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals approved by the State of California Department of Food and Agriculture, and shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS).

b. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.

d. Contractor shall report all fertilizers and pesticides used in performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3., paragraph b. above. This report shall include: date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of contract. By submitting a proposal, the Contractor certifies to the City that he has trained his employees and subcontractors, if any, for Urban Runoff Management, and included sufficient sums in his base compensation proposal amount to cover such costs of said training.

R.F.P. # E-16/10
EXHIBIT A – cont.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

a. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the period of work on this contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

b. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

a. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this contract, as required by California Labor Code Section 1776.

b. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

c. The District may withhold from Contractor's progress payments the penal sum of $25.00 per calendar day (or portion thereof) for each workman employed in connection with this contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

R.F.P. # E-16/10
EXHIBIT A – cont.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

a. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

b. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

a. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

b. Repairs made to sites and site appurtenances that are damaged as a result of Acts of God, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2., paragraphs a. and b.

R.F.P. # E-16/10
EXHIBIT A – cont.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

R.F.P. # E-16/10
EXHIBIT A – cont.

R.F.P. # E-16/10
TECHNICAL PROVISIONS - LANDSCAPE

1. TURF CARE

a. All turf areas shall be mowed, edged, and trimmed weekly-on no more than two (2) consecutive days-weather and site conditions permitting. Any prolonged deviation from this schedule shall require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

b. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

c. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

d. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

e. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

f. Mowing height for cool season grasses shall not exceed three inches (3")

g. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.

h. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

i. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

j. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

k. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

l. Fertilization: See Technical Provisions - Fertilization, Section 1., paragraphs a. through f.

m. Pest control: See Technical Provisions - Pesticide Use, Section 4., paragraphs a., b, and c.

n. Aeration:

1. All turf areas shall be aerated two (2) times annually;

2. Aeration shall be done in the spring and fall, or as directed by District field staff;

3. Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

4. Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

5. Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

6. Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions - Fertilization Specifications, Section 1., paragraphs a. (Table I), b., c., d., and e.

o. Renovation/thatching operations are to be considered Additional Work, per Exhibit C., Section 2., paragraphs a. and b.

2. TREE CARE

a. All trees are to be maintained in a manner that will promote normal, healthy growth.

b. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2., paragraphs a., and b.

R.F.P. # E-16/10
EXHIBIT A – cont.

c. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

d. Any tree shall be pruned at any time in order to:

1. Remove dead, diseased, or damaged branches;

2. Remove unwanted encroachments into public and/or utility rights-of-way;

3. Correct any condition which the Director has deemed to be hazardous.

e. Trees up to eighteen feet (18') in height shall:

1. Be pruned to enable successful adaptation to their particular site situation;

2. Have no more than one-third (1/3) of living branches removed annually;

3. Be fertilized only as directed by District field staff.

f. Trees over eighteen feet (18') in height shall:

1. Be inspected annually;

2. Pruned and/or trimmed as necessary to maintain proper site orientation;

3. Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

4. Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

g. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order;

2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

h. The following practices shall not be allowed:

1. Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

3. Use of pruning paint/pruning compound/wound dressing;

4. Use of climbing spurs or gaffs.

i. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

j. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodgepole-type stakes is the minimum District standard.

k. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

l. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a. through d., below.

3. SHRUB CARE

a. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

b. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

c. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

d. Any shrub shall be pruned and/or trimmed at any time in order to:

1. Remove dead, diseased, or damaged branches;

2. Remove unwanted encroachments into public and/or utility rights-of-way;

3. Correct any condition which the Director has deemed to be hazardous.

e. Shrubs shall be pruned:

1. To enable successful adaptation to their particular site situation;

2. Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

3. As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

f. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order;

2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

g. The following practices shall <u>not</u> be allowed:

1. Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") <u>will be done only when authorized by the Director on a site-specific basis</u>.

2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

3. Use of pruning paint/pruning compound/wound dressing.

h. Fertilization: See <u>Technical Provisions - Fertilization</u>, Section 2., paragraphs a. through e., below.

i. Pest control: See <u>Technical Provisions – Pesticide Use</u>, Section 3., paragraphs a., b., c., and d.

4. <u>GROUND COVER CARE</u>

a. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

b. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

c. Ground covers shall be pruned/trimmed at any time in order to:

1. Remove dead, diseased, or damaged branches/crowns;

2. Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

3. Correct any condition which the Director has deemed to be hazardous.

d. Ground covers shall be pruned/trimmed/renovated:

1. To enable successful adaptation to their particular site situation;

2. In accordance with accepted practices for the particular species in question;

3. As often as is necessary to accomplish the results intended in paragraphs 1. and 2. above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

e. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order;

2. Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

f. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

g. Fertilization: See Technical Provisions - Fertilization, Section 2., Paragraphs a. through e.

h. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a., b., c., and d.

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EXHIBIT A – cont.

5. WEED CONTROL

a. All weeds shall be continuously controlled at all sites.

b. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

c. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; non-landscaped portions of sites, as determined by the Director.

d. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

e. Chemical weed control: See Technical Provisions – Pesticide Use, Section 3., paragraph a.

f. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

6. IRRIGATION

a. All landscape sites shall at all times receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

b. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3.-Functions and Responsibilities, paragraph c., above. Said maintenance shall include, but not limited to: visual and operational inspections one (1) time per week; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

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EXHIBIT A – cont.

c. For the purposes of these Special Provisions, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties up to the amount of 11 percent of the Contractor's monthly base price as set forth in Exhibit C., Section 1., paragraph b. Repairs due to vandalism, theft, and acts or omissions by third parties in excess of the above indicated amount may be billed as Additional Work, per Exhibit C., Section 2., paragraph a.

d. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

e. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

f. Automatic irrigation systems shall:

1. Be inspected for, and repaired as necessary to ensure, proper operation, and coverage not less than one (1) time per week;

2. Be turned off during periods of rainfall, or as directed by District field staff;

3. Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

g. Manually operated irrigation systems shall:

1. Be operated only when Contractor's personnel are present on site;

2. Be inspected for, and repaired as necessary to ensure proper operation, and coverage not less than at each time of operation;

3. Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

h. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

i. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

7. DEBRIS/LITTER

a. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

b. Contractor shall make a minimum of one (1) visitation per week of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walks the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of this condition.

c. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

d. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2., paragraphs a. and b.

e. The Contractor shall dispose of all debris and litter as described in paragraphs a. and b. above off-site, and in a legal manner.

f. The Contractor shall notify the Director **immediately** whenever suspected hazardous waste materials are discovered on service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

g. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

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EXHIBIT A – cont.

8. GREENWASTE RECYCLING

a. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

b. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in performance of contract's Scope of Work.

c. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

d. The Contractor shall submit a Monthly Greenwaste Report (see Contract Documents-Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities, paragraph a., above. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

e. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

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EXHIBIT A – cont.

R.F.P. # E-16/10

TECHNICAL PROVISIONS - FERTILIZATION

1. TURF FERTILIZATION

a. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps.	Type of Fertilizer	Rates per 1000 sq. ft. Lbs.of Actual N	Amt.of Fertilizer
JAN	-	-	-	-
FEB	-	-	-	-
MAR	-	-	-	-
APR	-	-	-	-
MAY	-	-	-	-
JUNE	-	-	-	-
JULY	-	-	-	-
AUG	-	-	-	-
SEPT	-	-	-	-
OCT	-	-	-	-
NOV	-	-	-	-
DEC	-	-	-	-

These fertilizers to contain micronutrients including iron. See following section on fertilizers

† See General Provisions, Section 4., paragraph K., and Landscape Maintenance Specifications, Section 1., paragraph n., Items 1. through 6.

‡ See Fertilization Specifications, Section 1., paragraphs c. and d. below.

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EXHIBIT A – cont.

b. Per Technical Provisions – Landscape Section 1.n.6., a humus base fertilizer shall be applied to turf areas immediately following spring and fall aeration operations. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Humus base fertilizers to be applied by drop spreader only.

d. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

e. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

f. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals, paragraph a. above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b. above.

g. Written notification is required to Director five (5) days prior to fertilizer application.

2. SHRUB & GROUND COVER FERTILIZATION

a. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Apps.	Type of Fertilizer	Rates per 1000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
APR	1	23-5-10*	1.5	6.5 lbs
SEPT	1	23-5-10*	1.5	6.5 lbs

* 23-5-10/BEST® POLY SUPREME or approved equal

b. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

c. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said contract, per Section 8. – Use of Chemicals, paragraph a., above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b., above.

d. Written notification is required to Director five (5) days prior to fertilizer application.

e. For fertilizer application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

3. TREE FERTILIZATION

a. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

a. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

1. Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

2. Absolutely no injecting or drilling into tree trunk will be allowed.

3. Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

4. Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

c. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said contract, per Section 8. – Use of Chemicals, paragraph a., above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b., above.

d. Written notification is required to Director five (5) days prior to fertilizer application.

e. For fertilizer application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

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EXHIBIT A – cont.

R.F.P. # E-16/10
TECHNICAL PROVISIONS – PESTICIDE USE

1. GENERAL

a. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.

b. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Agreement.

c. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

d. Before the beginning of contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used in the fulfillment of said contract, per Section 8., paragraph a., above. A valid written pesticide use recommendation for each pesticide so listed shall be submitted concurrently with this list. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, paragraph b., above, any changes, additions, deletions or substitutions to the recommended pesticides so listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

e. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

2. REPORTING SPECIFICATIONS

a. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall containaccurate and valid information. The Director may require that copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

b. For pesticide application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

b. A five (5) working day written notice shall be given to the Director prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

a. Weed Control

1. All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice annually, as determined by the Director.

2. Appropriate chemical control must be used on the following weeds. This list is inclusive; other species may be added by the Director as necessary.

Bermuda Grass
Kikuyu Grass
Nutsedge
Field Bindweed
Spurge

3. Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

b. Snail Control

1. Snails shall be controlled on a regular basis on the following plant species:

   Agapanthus africanus;
   Aptenia sp.;
   Gazania sp.;
   Hemerocallis sp.

2. Snails shall be controlled on an as needed basis on all other plant material.

3. Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Insect and Disease Control

1. The Director may require that tree species which are being subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

2. The Director may require that all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

3. The Director may require that all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

4. The Director may require that all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

5. All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

d. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notice from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

4. TURF - PESTICIDE USAGE CRITERIA

a. Weed Control

1. When Director determines that turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications.

2. All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use.

3. Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 2., paragraph a.

b. Insect and Disease Control

1. All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed.

2. All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director.

c. Vertebrate Pest Control

1. All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of notice from the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4., paragraph a.

PROJECT LOCATION MAP ON FOLLOWING PAGE

MORENO
VALLEY
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E16
LAKELAND RD
PIGEON PASS RD
VIA MONTOYA
CAMALIA CT
Shadow Mountain Park
SHADOW MOUNTAIN DR
VIA SOLANA
CALLAO DEL CORONADO
SIERRA CREEK RD
PRESIDIO HILLS DR
VIA DEL NORTE
MONTALVO RD
EL CAPRINO DR
VIA PORTO
ARROW LEAF
SAND CREST
EVENING SNOW
DESERT MALLOW
DEEP CANYON RD
STIPPLE DR
LAKE VISTA RD
SUNNYMEAD RANCH PKY
VIA APOLONIA
VIA PAVON
VIA PASTORAL
BLUE BELL DR
FERN LEAF DR
Landscaped Parkway
Landscaped Median
Zone E16 Parcels
Map Created by Moreno Valley GIS
Print Date: November 16, 2005

Item No. B.12

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EXHIBIT B
District Responsibilities

1. CONTRACT SUPERVISION

a. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his delegated representative(s), hereinafter designated as "Director."

b. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity, and communications), and to maintain their appurtenances (i.e., water and electrical meters, backflow devices). The District will pay the costs of water, electricity, and communications used in the sites covered by this Contract. The Contractor shall report to the Director any interruption of these services for whatever reason immediately upon Contractor's observation of same.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

a. The District shall maintain in full force and effect throughout the entire term of the contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this contract.

b. Director must give consent in writing prior to application of any Category I pesticide.

Project No. E-16/10
R.F.P. # E-16/10
EXHIBIT C

Payment Terms

1. CONTRACTOR'S COMPENSATION

a. The Contractor will be paid monthly per site for work performed satisfactorily under this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports of: 1) maintenance performed, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month. These reports shall be accompanied by a billing in accordance with the Contract price for the work performed, and shall become the basis for payment. No payment(s) shall be made until aforesaid reports have been submitted, and approved.

b. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of TWO THOUSAND FOUR HUNDRED EIGHTY FIVE dollars and 00/100 ($2,485.00) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed TWENTY NINE THOUSAND EIGHT HUNDRED TWENTY dollars and 00/100 ($29,820.00), except as provided for in Section 2., paragraph c. below.

c. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

a. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain work in addition to that set forth herein as Contractor's Scope of Work. Said Additional Work shall include: Section 2., paragraph c. below ("Additional Landscape Areas"), and; Exhibit A work tasks described as Additional Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Additional Work Price List, Sections A., B., or C., or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined

by the Director. Except as set forth in Section 2., paragraph b. below, the Contractor shall not perform any such Additional Work without first obtaining express authorization from the District.

b. Notwithstanding the above requirement for prior authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the District for approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

c. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made of a new installation, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in the Exhibit E, Additional Work Price List, Section B., shall be prorated from the day the Contractor commences work on the additional areas.

d. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge <u>only</u> for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Additional Work Price List, Section A. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and 2) vandalism, theft, and acts or omissions by third parties up to the amount of 11 percent of Contractor's monthly base price as set forth in subsection 1.b. above.

e. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs a., b., and c. above in excess of the cumulative total of $4,500.00 for each contract year during the term of this Contract.

3. <u>PAYMENT DEDUCTIONS</u>

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

a. Work required in the General or Special Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is

incomplete;

b. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delay occasioned by the failure of the District, or of the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to Contractor from District, will be presented to the Contractor by the Director prior to actual deduction to allow for explanations.

Project No. E-16/10
R.F.P. # E-16/10
EXHIBIT D

Term of Contract

1. TERM OF CONTRACT

a. Following approval by both parties, the Contract will commence on July 1, 2010 and shall terminate twelve (12) months thereafter.

b. At the expiration of its term, the Contract may be extended for up to four additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph b.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Agreement, or any extension thereof.

c. In considering the option to extend the Contract, as set forth in paragraph b. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on verifiable increases in cost to the Contractor to provide services required under Contractor's Scope of Work, or the current regional Consumer Price Index as published by the Bureau of Labor Statistics, whichever basis is agreed to by both parties.

d. At the expiration of its term, the Contract may, with the concurrence of both parties, be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph d.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Agreement, or any extensions thereof.

e. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Community Services District. In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the Community Services District does not grant necessary funding appropriations and/or program approval, then the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

R.F.P. # E-16/10
EXHIBIT E – cont.

SCHEDULE II

BID SCHEDULE

PROPOSER: TRUGREEN LANDCARE
(Company Name)

SITE	COST PER MONTH	COST FOR TWELVE MONTHS
DESIGNATED E-16 PARKWAYS & MEDIANS	2485 .00	29,820 .00
TOTALS	2485 .00	29,820 .00

Total Proposal Amount in figures: $ 29,820 and 00 /100's Dollars

Total Proposal Amount in words: Twenty-nine thousand, eight hundred and twenty and 00 /100's Dollars

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway irrigation and landscaping as set forth in Exhibit A of this contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 0 **has/have been received and is/are made a part of this proposal.**

Manuel Mendez - BRANCH MANAGER 12-2-09
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

Item No. B.12

R.F.P. # E-16/10
EXHIBIT E – cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

A. Prices for Emergency Work, Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibit A., Section 3., paragraph e., and; Exhibit C., Section 2., paragraphs a. through d.

UNIT PRICES

1.	Pop-up sprink. In place:	4"	@	$ 9.00	ea
		6"	@	$ 13.00	ea
		12"	@	$ 20.00	ea
2.	Pop-up gear drive sprink. in place:	4"	@	$ 17.00	ea
		12"	@	$ 30.00	ea
3.	Fixed Shrub sprink. In place:		@	$ 6.00	ea
4.	Fixed shrub gear drive sprink. In place:		@	$ 15.00	ea
5.	1 gal. shrub/vine/ground cover in place		@	$ 8.00	ea
6.	5 gal. shrub/vine/ground cover in place		@	$ 25.00	ea
7.	5 gal. tree in place (stakes incl)		@	$ 32.00	ea
8.	15 gal. tree in place (stakes incl)		@	$ 80.00	ea
9.	24" box tree in place (stakes incl)		@	$ 275.00	ea
10.	36" box tree in place (guy wires incl)		@	$ 675.00	ea
11.	Flat of ground cover in place		@	$ 23.00	ea
12.	Planter bed mulch in place		@	$ 38.00	/cu. yd
13.	Additional labor		@	$ 30.00	/man hour
14.	Additional supervision		@	$ 45.00	/man hour
15.	Additional Irrigation Technician		@	$ 60.00	/man hour

PROPOSER: TRUGREEN LANDCARE
(Company Name)

R.F.P. # E-16/10
EXHIBIT E – cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

COST SECTION A, (ADD ITEMS 1 THROUGH 15: FROM PREVIOUS PAGE) $ 1401.00

ROUTINE IRRIGATION REPAIR PRICES

A. Irrigation repair parts for routine repairs @ cost plus 15 %

COMPUTE TOTAL COST, SECTION A:

STEP 1: MULTIPLY "COST SECTION A" BY THE "COST PLUS" PERCENTAGE ENTERED FOR ITEM A. 18. ABOVE

STEP 2: ADD THE COMPUTATION RESULT TO "COST SECTION A" AND ENTER BELOW

TOTAL COST OF SECTION A = $ 1611.15

B. Unit prices for Additional Work (additional landscape areas) per Section 3., paragraph f.

1. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ ~~0.020~~ 0.023 /sq. ft./mo.
2. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.020 /sq. ft./mo.

TOTAL COST SECTION B:
ITEMS 1 & 2 ABOVE = $ 0.043

C. Any other Additional Work shall be quoted per Section 3., paragraph d. of the Terms & Conditions. TOTAL ADDITIONAL WORK PRICE COST:

SUM OF TOTAL COSTS FOR SECTIONS A & B = $ 1611.193

PROPOSER: TRUGREEN LANDCARE
(Company Name)

Item No. B.12

R.F.P. # E-16/10
EXHIBIT E – cont.

CONTRACT PROPOSAL

The undersigned declares that he has carefully examined the location(s) of the proposed work, that he has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth on the following proposal. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM BASE COMPENSATION SHEET):
Twenty-nine thousand, eight hundred and twenty and zero/100's dollars
(Dollar Amount in Words)

$ 29,820.00/100
(Dollar Amount in Figures)

TOTAL ADDITIONAL WORK PRICE COST (FROM ADDITIONAL WORK PRICE LIST):
One thousand, six-hundred-eleven and nineteen/100's dollars
(Dollar Amount in Words)

$ 1611.193/100
(Dollar Amount in Figures)

TOTAL COMBINED BASE COMPENSATION AMOUNT AND ADDITIONAL WORK PRICE COST:
Thirty-one thousand, four hundred-thirty one and nineteen/100's dollars
(Dollar Amount in Words)

$ 31,431.19
(Dollar Amount in Figures)

Date: 12-2-09

Proposer: TRUGREEN LANDCARE
(Company Name)

By: Manuel Mendez
(Signature)

Title: BRANCH MANAGER

State License Number and Classification: 774548 C-61, D-49, C-27

If a corporation, complete the following:
INCORPORATED UNDER LAWS OF THE STATE OF _____

(Corporate Seal)

PRESIDENT _____

SECRETARY _____

R.F.P. # E-16/10
EXHIBIT E – cont.

AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is cash, a cashier's check, or a certified check, or a Proposal Surety Bond for_____, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated 12-2-09

Signature of Proposer Manuel Mendez

By TRUGREEN LANDCARE

Address of Proposer 1616 Marlborough Av. Bld.S
Riverside, CA. 92507

Telephone Number of Proposer (951) 688-6880

Names and Addresses of Members of the Firm:

_____

_____

(If a Corporation)

Signature of Proposer_____

By_____

Title_____

Business Address_____

_____

Item No. B.12

R.F.P. # E-16/10
EXHIBIT E – cont.

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of California

State License Number and Classification 774548 C-27, D-49

PRESIDENT _____

SECRETARY _____

TREASURER _____

(Corporate Seal)

TRUGREEN LandCare℠

DESIGNATION OF REPRESENTATIVE

I, Thomas E. Courtney, Vice President & Associate General Counsel of TruGreen LandCare L.L.C., the general partner of TRUGREEN LANDCARE, a California general partnership ("Company"), with full power and authority, do hereby authorize and direct Manny Mendes, Branch Manager, TruGreen LandCare, 1616 Marlborough, Building S, Riverside, California 92507 to represent the Company to execute any and all bid documents, related contracts and documents to effectuate the terms of the contract for the City of Moreno Valley R.F.P. #E-16/10 – Maintenance of Parkway and Median Landscaping and Irrigation for Shadow Mountain entered into on behalf of the Company with the Moreno Valley Community Services District.

This Designation of Representative expires at midnight on November 30, 2010.

TRUGREEN LANDCARE, a California general Partnership

By: TruGreen LandCare L.L.C.,
Its: General Partner

By: _____
Thomas E. Courtney
Vice President & Associate General Counsel

Dated: November 30, 2009

STATE OF TENNESSEE}
COUNTY OF SHELBY}

Before me, Letha W. Sanders, a Notary Public for said State and County, personally appeared THOMAS E. COURTNEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Vice President & Associate General Counsel of TruGreen LandCare L.L.C., a Delaware limited liability company, the General Partner of TRUGREEN LANDCARE, the within named bargainor, a California general partnership, and that he as such Vice President & Associate General Counsel, executed the foregoing instrument for the purposes therein contained.

LETHA W. SANDERS STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY

WITNESS my hand, at office, this 30th day of November, 2009.

Letha W. Sanders
Notary Public

My Commission Expires: September 26, 2012

My Commission Expires: _____

Item No. B.12

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MV00206403

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-16 • Shadow Mountain

Item No. B.12

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MV00206405

MINUTES - REGULAR MEETING OF MAY 28, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00206407

MINUTES - REGULAR MEETING OF MAY 28, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00206409

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council Acting in its Capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD)

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: PUBLIC HEARING STAFF REPORT TO CONSIDER RECOMMENDED RESOLUTIONS APPROVING THE CONTINUANCE OF CURRENT MORENO VALLEY COMMUNITY SERVICES DISTRICT ANNUAL PARCEL TAXES AND CHARGES PROPOSED FOR FISCAL YEAR 2013/14

RECOMMENDED ACTION

Recommendations: That the CSD:

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley CSD ("CSD Board") conduct a Public Hearing to consider the continuance of current Moreno Valley Community Services District annual parcel taxes and charges proposed for FY 2013-14 and to approve and adopt the proposed resolutions as follows:

   Resolution No. CSD 2013-02 to approve the calculation of the Zone A parcel tax.

2. Resolution No. CSD 2013-03 to approve the calculation of the Zone B parcel charges.

3. Resolution No. CSD 2013-04 to approve the calculation of the Zone C parcel tax.

4. Resolution No. CSD 2013-05 to approve the calculation of the Zone D parcel charges.

5. Resolution No. CSD 2013-06 to approve the calculation of the Zone E parcel

charge.

6. Resolution No. CSD 2013-07 to approve the calculation of the Zone E-1A parcel charges.

7. Resolution No. CSD 2013-08 to approve the calculation of the Zone E-3A parcel charges.

8. Resolution No. CSD 2013-09 to approve the calculation of the Zone E-4A parcel charges.

9. Resolution No. CSD 2013-10 to approve the calculation of the Zone M parcel charges.

10. Resolution No. CSD 2013-11 to approve the calculation of the Zone S parcel charges.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The CSD was formed simultaneously with City incorporation to provide a variety of benefit services. Zones within the CSD were established to allocate costs to those parcels that receive proportional benefit from the services provided. Each of the zones represents either a different service or degree of service to particular properties within each zone.

Approval of the proposed resolutions will set the proposed amount for each parcel tax and parcel charge for each CSD zone and authorize the County to levy the parcel taxes and parcel charges on the upcoming fiscal year's property tax bill.

Revenues received from the parcel taxes, fees, charges and/or assessments help to fund specific services which may include: parks and community services, residential street lighting, arterial street lighting, maintenance of parkway and extensive parkway landscaping, internal parkway landscape maintenance, median landscape maintenance, and maintenance of certain improvements along Sunnymead Boulevard. The Preliminary Annual Levy Report more fully describes each zone, including the services funded, the method of calculation of the tax or charge, budget and improvements, the maximum tax or charge for each parcel, and an annual update through March of the current fiscal year. The Report is on file in the office of the City Clerk (Secretary to the CSD Board) and can be located on the City's website.

Proposition 218

Proposition 218, approved during the November 1996 election as a constitutional amendment, specifically addresses the ability of public agencies to collect taxes, fees, charges, and/or assessments. The City of Moreno Valley has reviewed Proposition 218 with respect to the CSD charge collection process. Based upon this review, it has been determined that the CSD parcel taxes and charges as currently collected are in compliance with Proposition 218. Any future increases, other than an inflation adjustment that has been approved during a prior mail ballot proceeding, shall require a property ballot or vote of the people, which will be conducted in accordance with the legislative requirements of Proposition 218 and in compliance with the Policy for Conducting Mail Ballot Proceedings as originally adopted by the City Council and the CSD Board on January 22, 2002, and as most recently amended on February 23, 2010.

DISCUSSION

For FY 2013/14, no increases are proposed for any of the zones, other than in those zones wherein property owners have previously approved an inflation adjustment. The inflation adjustment for FY 2013/14 is 1.93% and is based on the percentage change calculated for the prior calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index (CPI), as published by the Department of Labor's Bureau of Labor Statistics. The table below shows the FY 2012/13 and the FY 2013/14 Notice/Maximum Taxes/Charges for each of the zones. Additional detail is also available in the Preliminary Annual Levy Report (on file with the Secretary to the CSD Board and available from the City's website).

Although not required as part of Proposition 218, City practice has been to conduct a Public Hearing to allow property owners an opportunity to provide testimony about the continuance of the existing parcel taxes and charges the CSD Board is considering to collect on the property tax bills for the upcoming fiscal year. Every property owner within the CSD was mailed a notification of tonight's Public Hearing and also provided information on how to obtain specific information related to their property either by reviewing the Preliminary Annual Levy Report (available at the City Clerk's office or on the City's website) or via direct contact with staff.

CSD Zone Description		Category	FY 2012/13 Noticed/Maximum Taxes/Charges	FY 2013/14 Noticed/Maximum Taxes/Charges
A	Parks & Community Services	Tax Per Residential Dwelling unit or per Nonresidental Undeveloped parcel	$ 87.50	$ 87.50
B	Residential Street Lighting			
	Balloted prior to 1999	Charge Per parcel	$ 23.00	$ 23.00
	Balloted in 1999 or later	Charge Per parcel	$ 25.27	$ 25.75
	Ironwood parcels	Charge Per parcel	$ 6.00	$ 6.00
C	Arterial Street and Intersection Lighting	Tax Per parcel	$ 9.00	$ 9.00
D	Partkway Landscaping	Charge varies by parcel. Only properties within the housing tract pay per parcel.		
E	Extensive Landscape Maintenance			
	E-1: TownGate	Charge Per parcel	$ 130.81	$ 133.33
		Charge Per acre for nonresidential/undeveloped parcels	$ 523.27	$ 533.36
		Charge Per condo unit Tract 34299	$ 59.03	$ 60.16
	E-1A: Renaissance Park	Charge Per parcel	$ 80.10	$ 81.64
	E-2: Hidden Springs	Charge Per parcel	$ 412.54	$ 420.50
		Charge Per Equivalent Dwelling Unit for undeveloped parcels	$ 412.54	$ 420.50
	E-3: Moreno Valley Ranch - West	Charge Per parcel	$ 130.81	$ 133.33
		Charge Per acre for nonresidential/undeveloped parcels	$ 523.27	$ 533.36
		Charge Per condo unit Tract 32142	$ 57.97	$ 59.08
		Tract 32143	$ 55.86	$ 56.93
		Tract 32144	$ 55.86	$ 56.93
		Tract 32145	$ 32.67	$ 33.30
		Tract 32146	$ 31.61	$ 32.22
	E-3A: Lasselle Powerline Parkway	Charge Per parcel	$ 69.57	$ 70.91
	E-4: Moreno Valley Ranch - East	Charge Per parcel	$ 110.00	$ 110.00
		Charge Per acre for nonresidential/undeveloped parcels	$ 440.00	$ 440.00
	E-4A: Daybreak	Charge Per parcel	$ 112.85	$ 115.02
	E-7: Centerpointe	Charge Per acre	$ 703.84	$ 717.42
	E-8: Promontory Park	Charge Per parcel	$ 549.77	$ 560.38
		Charge Per condo unit	$ 194.63	$ 198.38
	E-12: Stoneridge Ranch	Charge Per parcel	$ 411.02	$ 418.95
	E-14: Mahogany Fields	Charge Per parcel	$ 287.81	$ 293.36
	E-15: Celebration	Charge Per parcel	$ 344.78	$ 351.43
	E-16: Shadow Mountain	Charge Per parcel	$ 303.62	$ 309.47
M	Commercial, Industrial, and/or Multifamily Median Maintenance	Charge varies by parcel. Only commercial, industrial, and multifamily project adjacent to medians pay parcel charges.		
S	Sunnymead Boulevard Maintenance	Charge varies by parcel. Only parcels with front footage facing Sunnymead Boulevard, between Frederick Street and Perris Boulevard pay per front linear foot. The cost for FY 2013/14 shall be based on $2.955046 per front linear foot.		

The following section summarizes the services provided by the CSD to each listed zone, along with the current FY 2012/13 and proposed FY 2013/14 annual parcel charges:

Zone A is a parcel tax which is authorized to provide parks and community services citywide. All properties within the City boundaries are levied this tax to help offset costs associated with current programs and to provide upkeep on parks and park facilities. The proposed FY 2013/14 maximum parcel tax is $87.50 per dwelling unit (residential), nonresidential parcels (commercial and industrial) and undeveloped parcels. (The current FY 2012/13 maximum parcel tax is $87.50.) The total proposed FY 2013/14 levy for Zone A is approximately $4,900,000.

Zone B is authorized to provide residential street lighting services to specific residential areas within the zone. The funds collected pay for the monthly energy and facilities charges to operate residential street lights. The proposed FY 2013/14 maximum parcel charge is $23.00 per parcel for those properties that were annexed into the zone prior to 1999. Properties that balloted after 1999 for Zone B services authorized an annual inflation adjustment; the proposed maximum parcel charge for those parcels for FY 2013/14 is $25.75 per parcel. There are also 65 parcels located south of Ironwood Avenue, east of Nason Street, with reduced street light services that the proposed maximum parcel charge for FY 2013/14 is $6.00 per parcel. For FY 2013/14, the total levy proposed for Zone B is approximately $941,300.

To continue the current level of residential street light services, the General Fund began contributing an annual subsidy to fund the revenue shortfall. For FY 2011/12 the amount contributed was up to $675,000, and in 2012/13 the General Fund again contributed up to $675,000 to fund the revenue shortfall. For 2013/14, an additional contribution will be needed to continue the current level of Zone B residential street lighting services; unless services are reduced or additional funding is provided by the property owners.

Zone C is a parcel tax that funds the operation of arterial street lighting and intersection lighting on major roadways throughout the City. All properties within the City are levied this tax except those located within the boundaries of the Edgemont Community Services District. Properties within the Edgemont CSD contribute to an independent District for street light services. For FY 2013/14, the proposed maximum tax for each parcel in the CSD is $9.00. (The current FY 2012/13 maximum parcel tax is $9.00.) The total proposed FY 2013/14 levy for Zone C is approximately $422,000.

To continue the current level of arterial street light services, the General Fund began contributing an amount to fund the revenue shortfall. For FY 2011/12 the amount contributed was $90,000, of which $28,579 was a loan and $61,421 a subsidy to fund the revenue shortfall. In 2012/13, the General Fund contributed an additional $420,000 to fund the revenue shortfall to continue the current level of arterial street light services. For 2013/14, an additional contribution will be needed to continue the current level of arterial street lighting services; unless services are reduced or additional funding is provided by the property owners.

Zone D is authorized to provide parkway landscape maintenance services to the perimeters and/or entry statements of designated residential tract developments. The

current FY 2012/13 maximum parcel charges per parcel for each tract and the proposed maximum parcel charges for FY 2013/14 are listed in the Zone D Resolution (Attachment 4). The proposed charge for certain tracts may include an inflation adjustment, which has been previously approved by a majority of affected property owners. For FY 2013/14, the CPI adjustment shall be applied to certain tracts as noted on the Zone D Resolution. The total proposed FY 2013/14 levy for all Zone D tracts is approximately $1,188,600.

Zone E is authorized to provide extensive parkway landscape maintenance of landscaped areas adjacent to ten (10) major residential/commercial developments. For FY 2013/14, the CPI adjustment shall be applied to each Zone E subzone, if it has been previously approved by a majority of the property owners. The current and proposed maximum parcel charges for the subzones are listed in the Zone E Resolution (Attachment 5). For FY 2013/14, the total proposed levy for all Zone E subzones is approximately $2,375,955.

Zone E-1A is authorized to provide internal parkway landscape maintenance to the Renaissance Park development. The proposed Zone E-1A maximum parcel charge for FY 2013/14 is $81.64 per parcel. (Current FY 2012/13 maximum parcel charge is $80.10.) The total FY 2013/14 levy for Zone E-1A is approximately $45,061.

Zone E-3A is authorized to provide internal parkway landscape maintenance to those tracts associated with the Lasselle Powerline Parkway area. The proposed Zone E-3A maximum parcel charge for FY 2013/14 is $70.91 per parcel. (Current FY 2012/13 maximum parcel charge is $69.57.) The total FY 2013/14 levy for Zone E-3A is approximately $32,811.

Zone E-4A is authorized to provide internal parkway landscape maintenance to the Daybreak development. The proposed Zone E-4A maximum parcel charge for FY 2013/14 is $115.02 per parcel. (Current FY 2012/13 maximum parcel charge is $112.85.) The total FY 2013/14 levy for Zone E-4A is approximately $11,282.

Zone M is authorized to provide maintenance for improved medians constructed as a condition of approval for commercial/industrial/multifamily developments. Parcel charges for this zone are calculated by determining the proportional obligation for the total median maintenance and administrative costs attributable to the improved median area associated with the affected commercial/industrial/multifamily properties. The current FY 2012/13 maximum parcel charges and the proposed FY 2013/14 maximum parcel charges for Zone M are included in the Zone M Resolution (Attachment 9). The total FY 2013/14 levy for Zone M is approximately $200,700.

Zone S is authorized to provide maintenance services to certain improvements along Sunnymead Boulevard between Frederick Street and Perris Boulevard. Parcel charges for this zone are calculated by determining the proportional financial obligation, based on front linear footage, of the properties adjacent to the improvements. The Zone S maximum parcel charge for 2013/14 is $2.955046 per front linear footage, which includes an inflation factor. The total FY 2013/14 levy for Zone S is approximately

$56,300. (Current FY 2012/13 maximum parcel charge is $2.899094 per front linear footage).

ALTERNATIVES

1. Conduct a Public Hearing and adopt the proposed CSD resolutions. *Although not required under Proposition 218, City policy has been to conduct a Public Hearing to receive public testimony regarding the continuation of the CSD parcel taxes and charges, which have been approved by the property owners, for the associated services. Approving the proposed parcel taxes for CSD Zones A and C, and parcel charges for Zones B and M will provide a revenue stream to partially fund park and community services (Zone A), residential street lighting services (Zone B), arterial street lighting services (Zone C) and improved median maintenance (Zone M). Approval of the parcel charges for CSD Zones D, E, E-1A, E-3A, E-4A, and S as proposed will provide the CSD funding to continue providing maintenance at the applicable service levels. The County of Riverside requires resolutions be approved annually prior to levying the CSD parcel taxes and charges on the property tax bills. Approval of these resolutions will satisfy the County requirement.*

2. By not adopting the proposed resolutions, the parcel taxes and charges may not be able to be levied by the County of Riverside. *Even though a Public Hearing is not required under Proposition 218 for the continued levy of the CSD parcel taxes and charges, City policy has been to continue holding a Public Hearing to allow the public to address the CSD Board. By not adopting the resolutions, the County may not honor the CSD's request to place the CSD parcel taxes and charges on the County property tax bill. The CSD will not be able to adequately provide services without the necessary funding these taxes and charges provide.*

FISCAL IMPACT

Property owners pay the CSD parcel taxes and charges as a part of their property tax bill. Annual parcel taxes and charges, including CPI adjustments where applied, have been approved by the affected property owners through prior proceedings. The annual inflation factor is based on the percentage change in the CPI for the prior calendar year. For FY 2013/14, the CPI adjustment is 1.93%.

CSD Zones D, E, E-1A, E-3A, E-4A, and S annual parcel charges are based on full-cost recovery and program operations that have no effect on the General Fund. Zones A, B, C, and M annual parcel taxes and charges reduce any General Fund support required to provide services for these programs. **The funds collected through the CSD annual parcel taxes and charges for Zones A, B, C, D, E, E-1A, E-3A, E-4A, M, and S are restricted funds, which may only be used to pay for costs within each respective CSD Zone.**

Approving annual parcel taxes and charges less than those proposed may require a decrease to both the level and quality of service from that provided during FY 2012/13. The service levels may be adjusted according to the approved funding level.

CITY COUNCIL GOALS

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS
CSD landscape maintenance services help enhance community image, neighborhood pride and cleanliness. Residential properties, which have landscaped parkways and/or medians, as maintained by the CSD, help to foster a pleasant environment and neighborhood atmosphere. Proper placement of plant materials helps in the prevention of graffiti.

REVENUE DIVERSIFICATION AND PRESERVATION
The CSD annual parcel taxes and charges comply with the City's goal of revenue diversification and preservation and are based upon actual costs, which include maintenance and administration. The CSD annual taxes and parcel charges support the preservation of the current services provided by the CSD.

SUMMARY

The actions before the CSD Board are to conduct the Public Hearing and to approve and adopt the resolutions for the continuation of the parcel taxes and charges, which have been approved by the property owners through a prior proceeding, within each of the existing zones as submitted in the Preliminary Annual Levy Report. Since the adoption of Proposition 218 state legislation, public hearings to consider taxes, charges or fees already in place are not mandated; such hearings were required under state statutes before the adoption of Proposition 218. City policy has been to continue the practice as a courtesy to the public.

The County requires resolutions be approved by the legislative body that establishes the authority to collect the CSD parcel taxes and charges on the annual property tax bills. Approval of the resolutions will satisfy the County requirement.

NOTIFICATION

During the week of April 22, 2013, a bilingual notice was mailed to the property owners of 48,279 parcels. A news item with a direct link to the Preliminary Annual Levy Report was also placed on the City's main website page.

Newspaper advertising was published in The Press-Enterprise on May 25, 2013 and May 29, 2013 for the Public Hearing.

ATTACHMENTS

Attachment 1	Resolution for Zone A
Attachment 2	Resolution for Zone B
Attachment 3	Resolution for Zone C
Attachment 4	Resolution for Zone D
Attachment 5	Resolution for Zone E
Attachment 6	Resolution for Zone E-1A
Attachment 7	Resolution for Zone E-3A
Attachment 8	Resolution for Zone E-4A
Attachment 9	Resolution for Zone M
Attachment 10	Resolution for Zone S

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred by:
Candace E. Cassel
Special Districts Division Manager

Concurred by:
Mike McCarty
Parks & Community Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00206419

RESOLUTION NO. CSD 2013-02

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM PARCEL TAX FOR PROVIDING ZONE A (PARKS AND COMMUNITY SERVICES) SERVICES DURING FISCAL YEAR 2013/2014

WHEREAS, the Moreno Valley Community Services District ("CSD") provides improvements and maintenance for parks and community services within the CSD and provides funding for such services through CSD Zone A; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by taxes which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its taxes for Zone A (Parks and Community Services) be so collected on the Riverside County tax roll; and

WHEREAS, the CSD Board has determined that continuing the calculation and application of the tax as previously approved for each dwelling unit, nonresidential parcel or undeveloped parcel within CSD Zone A is a necessary and equitable tax to fund, in part, the furnishing of parks and community services by the CSD for Fiscal Year 2013/2014; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared, which identifies each parcel of real property subject to the tax, and specifies the tax which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

Zone A
Fund # 684271

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The application of the maximum tax at the calculated rate of eighty-seven dollars and fifty cents ($87.50) to defray the costs of furnishing parks and community services within the CSD is hereby approved and adopted at the maximum rate.

2. For FY 2013/14 the tax is $87.50 per dwelling unit; however a lower amount may be levied depending on projected District expenses for the FY.

3. The herein approved tax is hereby confirmed for each parcel of real property within CSD Zone A, as set forth in the report on file with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

4. This legislative body hereby authorizes the City Treasurer to levy the tax for CSD Zone A, up to the maximum tax as set forth in the Report and hereby is levied during FY 2013/14 against the parcels within the District.

5. The taxes set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any tax that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the taxes at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the tax will attach at 5:00 pm on the date the tax becomes delinquent and interest at 1.5% per month of the delinquent tax will attach on July 1st after the delinquency date and the first of each month thereafter until such tax is paid.

6. That the CSD Board adopted CSD Resolution 97-01, finding that the existing Zone A parcel taxes are exempt from the provision of Proposition 218 as long as they are not increased and are therefore not subject to voter ratification at this time.

7. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

Zone A
Fund # 684271

8. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of taxes to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

Zone A
Fund # 684271

APPROVED AND ADOPTED this 11th day of June 2013.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

_____
City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

Zone A
Fund # 684271

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2013-02 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

SECRETARY

(SEAL)

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MV00206425

RESOLUTION NO. CSD 2013-03

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM PARCEL CHARGE FOR PROVIDING ZONE B (RESIDENTIAL STREET LIGHTING) SERVICES DURING FISCAL YEAR 2013/2014

WHEREAS, the Moreno Valley Community Services District ("CSD") provides for the energy, pole and maintenance for residential street lighting services within the CSD and provides funding for such services, in part, through CSD Zone B; and,

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and,

WHEREAS, the City Council, acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone B (Residential Street Lighting) services be so collected on the Riverside County tax roll; and,

WHEREAS, the CSD Board has determined that continuing the calculation, including a Consumer Price Index ("CPI") adjustment (if applicable), and application of charge as previously approved by the property owners for each assessable parcel of real property within CSD Zone B is a necessary and equitable charge to fund, in part, the residential street lighting services by the CSD for Fiscal Year 2013/2014; and,

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge, and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and,

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and,

WHEREAS, the CSD Board has reviewed Proposition 218.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The maximum charges are hereby approved to be levied at the existing and previously approved respective maximum rates of twenty-three dollars ($23.00), twenty-five dollars and seventy-five cents ($25.75), and six dollars ($6.00) as applicable; however, a lower amount may be levied depending on projected District expenses for the FY.

2. The herein approved charge is hereby confirmed for each parcel of real property within CSD Zone B, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. That this legislative body hereby authorizes the levy of the parcel charges at the maximum calculated rates set forth herein; however a lower amount may be levied depending on projected District expenses.

4. This legislative body hereby authorizes the City Treasurer to levy the parcel charge for CSD Zone B up to the maximum charge as set forth in the Report and hereby is levied during FY 2013/14 against the parcels within the District.

5. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

6. The CSD Board made a finding that Zone B is in compliance with Proposition 218.

Zone B
Fund #684272

7. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

8. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

APPROVED AND ADOPTED this 11th day of June 2013.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

_____
City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

Zone B
Fund #684272

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2013-03 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

SECRETARY

(SEAL)

RESOLUTION NO. CSD 2013-04

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM PARCEL TAX FOR PROVIDING ZONE C (ARTERIAL STREET LIGHTING AND INTERSECTION LIGHTING) SERVICES DURING FISCAL YEAR 2013/2014

WHEREAS, the Moreno Valley Community Services District ("CSD") provides for the energy, pole and maintenance costs for intersection and arterial street lighting services within the CSD and provides funding for such services, in part, through CSD Zone C; and,

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by taxes which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and,

WHEREAS, the City Council, acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its taxes for Zone C (Arterial Street Lighting and Intersection Lighting) services be so collected on the Riverside County tax roll; and,

WHEREAS, the CSD Board has determined that continuing the calculation and application of the tax as previously approved for each assessable parcel of real property within CSD Zone C is a necessary and equitable tax to fund, in part, the arterial and intersection street lighting services by the CSD for Fiscal Year 2013/2014; and,

WHEREAS, the CSD Board has heretofore caused a report to be prepared that identifies each parcel of real property which is subject to the tax, and specifies the tax which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and,

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and,

WHEREAS, the CSD Board has reviewed Proposition 218.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES

Zone C
Fund #684274

DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The application of the maximum tax at the calculated rate of nine dollars ($9.00) to defray in part the costs of furnishing arterial and intersection street lighting services within the CSD is hereby approved and adopted at the maximum rate

2. For FY 2013/14 the tax is $9.00 per parcel; however a lower amount may be levied depending on projected District expenses for the FY.

3. The herein approved tax is hereby confirmed for each parcel of real property within CSD Zone C, as set forth in the report on file with the CSD Secretary, as such report may have been modified pursuant to the order of the CSD Board duly given.

4. This legislative body hereby authorizes the City Treasurer to levy the tax for CSD Zone C, up to the maximum tax as set forth in the Report and hereby is levied during FY 2013/14 against the parcels within the District.

5. The taxes set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any tax that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the taxes at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the tax will attach at 5:00 pm on the date the tax becomes delinquent and interest at 1.5% per month of the delinquent tax will attach on July 1st after the delinquency date and the first of each month thereafter until such tax is paid.

6. That the CSD Board adopted CSD Resolution 97-01, finding that the existing Zone C parcel taxes are exempt from the provision of Proposition 218, as long as they are not increased, and therefore are not subject to voter ratification at this time.

7. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

8. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of taxes to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

Zone C
Fund #684274

APPROVED AND ADOPTED this 11th day of June 2013.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

_____
City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

Zone C
Fund #684274

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2013-04 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

SECRETARY

(SEAL)

RESOLUTION NO. CSD 2013-05

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM PARCEL CHARGE FOR PROVIDING ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICES DURING FISCAL YEAR 2013/2014

WHEREAS, the Moreno Valley Community Services District ("CSD") provides or will provide parkway landscape improvement and maintenance services within the CSD and provides funding for such services through CSD Zone D; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone D (Parkway Landscape Maintenance) be so collected on the Riverside County tax roll; and

WHEREAS, the CSD Board has determined that continuing the calculation, including a Consumer Price Adjustment ("CPI") adjustment (if applicable), and application of charge as previously approved by the property owners for each assessable parcel or unit of real property within CSD Zone D is a necessary and equitable charge to fund the parkway landscape services by the CSD for Fiscal Year 2013/2014; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge, and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The application of the charge at the maximum calculated rates set forth below, which includes previously approved CPI adjustments, to defray the costs of furnishing parkway landscape services to the following tracts within the CSD is hereby approved and adopted as follows; however, a lower amount may be levied depending on projected District expenses for the FY:

Zone D (Landscape Maintenance)
FY 2013/14 Proposed Maximum Parcel Charges

Tract Number	FY 2013/14 Noticed/Maximum Parcel Charges
10191/18468	$74.14
11848	$90.24
12305 (1)	$57.00
12608	$205.15
12773	$85.95
12902	$77.35
13576/19080/19081	$34.36
13585 (1)	$57.00
14387/12268 (1)	$57.00
15387 (1)	$57.00
15433	$96.70
16768	$68.75
16769	$65.52
16770 (1)	$57.00
17033	$186.01
17176 (1)	$57.00
17334	$364.09
17387 (1)	$57.00
17457	$84.86
17867 (1)	$57.00
18283 (1)	$57.00
18512/21322	$86.51
18784/20906	$186.78
18930	$82.72
19032	$204.11
19141	$80.57
19142 (1)	$57.00
19143 (1)	$57.00
19208	$78.07
19210	$73.06
19233 (1)	$57.00
19363 (1)	$57.00
19434 (1)	$57.00

Zone D
Fund #684275

Tract Number	FY 2013/14 Noticed/Maximum Parcel Charges
19474 (1)	$57.00
19496	$68.75
19500	$78.41
19509 (1)	$57.00
19518/18372 (1)	$57.00
19529	$75.20
19533 (1)	$57.00
19541	$99.93
19551	$101.30
19675	$85.95
19685	$75.20
19799	$287.25
19852	$72.80
19862	$159.14
19912	$89.15
19937	$115.06
19957	$72.80
20030	$107.55
20032 (1)	$57.00
20072	$93.90
20120	$101.01
20197 (1)	$57.00
20272	$134.33
20301 (1)	$57.00
20404	$110.79
20525 (1)	$57.00
20552 (1)	$57.00
20660	$112.92
20715	$99.17
20718	$149.45
20859	$69.64
20869 (1)	$57.00
20941	$110.77
21113 (1)	$57.00
21332	$103.13
21333	$223.73
21345	$122.59
21597	$499.17
21616	$398.68
21737	$225.87
21806	$74.14

Zone D
Fund #684275

Tract Number	FY 2013/14 Noticed/Maximum Parcel Charges
22093	$182.24
22180	$260.66
22276	$209.32
22277	$283.90
22371	$307.54
22889	$199.86
22999 (1)	$67.00
23046 (1)	$183.00
24721 (1)	$57.00
27251-1	$490.73
27526	$172.03
28882	$110.77
29038	$64.44
30027	$212.10
30967	$493.24
31129	$143.71
31257	$1,128.39
31268	$194.59
31269	$231.02
31269-1	$317.23
31284	$134.12
31305	$523.45
31424	$231.02
31591	$488.31
31618	$384.13
32005	$118.19
32018	$73.06
32625	$1,055.37
32715	$963.53
33436	$44.31
33637	$313.42
33962	$521.33
4-Custom Homes	$598.36

(1) An annual inflation adjustment has not been approved by the property owners.

2. The herein approved charge is hereby confirmed for each parcel of real property within CSD Zone D, as set forth in the report on said charge filed with the

Secretary of the District, as such report may have been modified pursuant to order of the CSD Board duly given.

3. This legislative body hereby authorizes the City Treasurer to levy the parcel charge for CSD Zone D up to the maximum parcel charge as set forth in the Report and hereby is levied during FY 2013/14 against the parcels within the District.

4. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any service charge that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

5. The CSD Board made a finding that CSD Zone D is in compliance with Proposition 218.

6. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

7. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

Zone D
Fund #684275

APPROVED AND ADOPTED this 11th day of June 2013.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

_____
City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

Zone D
Fund #684275

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2013-05 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

SECRETARY

(SEAL)

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MV00206441

RESOLUTION NO. CSD 2013-06

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM PARCEL CHARGE FOR PROVIDING ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) SERVICES DURING FISCAL YEAR 2013/2014

WHEREAS, the Moreno Valley Community Services District ("CSD") provides or will provide extensive landscape maintenance services within the CSD and provides funding for such services through CSD Zone E and the various subzones thereof; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone E (Extensive Landscape Maintenance) be so collected on the Riverside County tax roll; and

WHEREAS, the CSD Board, has determined that continuing the calculation, including a Consumer Price Index ("CPI") adjustment (if applicable), and application of charge as previously approved by the property owners for each assessable parcel of real property within the various subzones of Zone E of the CSD is a necessary and equitable charge to fund the extensive landscape maintenance services by the CSD for Fiscal Year 2013/2014; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The application of the charge at the maximum calculated rates set forth below, which includes previously approved CPI adjustments, to defray the costs of furnishing extensive landscape maintenance services within the CSD is hereby approved and adopted as follows; however, a lower amount may be levied depending on projected District expenses for the FY:

Zone E (Extensive Landscape Maintenance)

FY 2013/14 Proposed Maximum Annual Charge

Zone E	Specific Plan or Major Development	Charge Category	FY 2013/14 Noticed/Maximum Annual Charges
E-1	TownGate	Per parcel	$ 133.33
		Per acre for nonresidential/undeveloped parcels	$ 533.36
		Per condo unit	
		Tract 34299	$ 60.16
E-1A	Renaissance Park	Per parcel	$ 81.64
E-2	Hidden Springs	Per parcel	$ 420.50
		Per Equivalent Dwelling Unit for undeveloped parcels	$ 420.50
E-3	Moreno Valley Ranch - West	Per parcel	$ 133.33
		Per acre for nonresidential/undeveloped parcels	$ 533.36
		Per condo unit	
		Tract 32142	$ 59.08
		Tract 32143	$ 56.93
		Tract 32144	$ 56.93
		Tract 32145	$ 33.30
		Tract 32146	$ 32.22
E-3A	Lasselle Powerline Parkway	Per parcel	$ 70.91

Zone E	Specific Plan or Major Development	Charge Category	FY 2013/14 Noticed/Maximum Annual Charges
E-4	Moreno Valley Ranch - East [1]	Per parcel	$ 110.00
		Per acre for nonresidential/undeveloped parcels	$ 440.00
E-4A	Daybreak	Per parcel	$ 115.02
E-7	Centerpointe	Per acre	$ 717.42
E-8	Promontory Park	Per parcel	$ 560.38
		Per condo unit	$ 198.38
E-12	Stoneridge Ranch	Per parcel	$ 418.95
E-14	Mahogany Fields	Per parcel	$ 293.36
E-15	Celebration	Per parcel	$ 351.43
E-16	Shadow Mountain	Per parcel	$ 309.47

[1] An annual inflation adjustment has not been approved by the property owners.

2. The herein approved charges are hereby confirmed for each parcel of real property within the various subzones of CSD Zone E, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. This legislative body hereby authorizes the City Treasurer to levy the charge for CSD Zone E up to the maximum charge as set forth in the Report and hereby is levied during FY 2013/14 against the acreage, parcels, and units within the District.

4. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the Riverside County tax roll or may, by resolution, elect to

collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the service charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

5. The CSD Board made a finding that CSD Zone E is in compliance with Proposition 218.

6. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

7. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

Zone E
Fund #684276

APPROVED AND ADOPTED this 11th day of June 2013.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

_____
City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

Zone E
Fund #684276

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2013-06 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
SECRETARY

(SEAL)

RESOLUTION NO. CSD 2013-07

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM PARCEL CHARGE FOR PROVIDING ZONE E-1A (RENAISSANCE PARK – INTERNAL PARKWAY LANDSCAPE MAINTENANCE) SERVICES DURING FISCAL YEAR 2013/2014

WHEREAS, the Moreno Valley Community Services District ("CSD") provides or will provide Renaissance Park internal parkway landscape maintenance services within the CSD and provides funding for such services, through CSD Zone E-1A; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 and following of the provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone E-1A (Renaissance Park Internal Parkway Landscape Maintenance) so collected on the tax roll; and

WHEREAS, the CSD Board has determined that continuing the calculation, including a Consumer Price Index ("CPI") adjustment, and application of charge as previously approved by the property owner for each assessable parcel of real property, within CSD Zone E-1A is a necessary and equitable charge to fund the internal parkway landscape maintenance services for Renaissance Park by the CSD for Fiscal Year 2013/2014; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge, and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The application of the maximum charge at the calculated rate of eighty-one dollars and sixty-four cents ($81.64), which includes a previously approved CPI adjustment, to fund the Renaissance Park internal parkway landscape maintenance services within the CSD, is hereby approved and adopted; however, a lower amount may be levied depending on projected District expenses for the FY.

2. The herein approved charge is hereby confirmed for each parcel of real property within CSD Zone E-1A, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. This legislative body hereby authorizes the City Treasurer to levy the parcel charge for CSD Zone E-1A, up to the maximum charge as set forth in the Report and hereby is levied during FY 2013/14 against the parcels within the District.

4. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

5. The CSD Board made a finding that CSD Zone E-1A is in compliance with Proposition 218.

6. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

7. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

Zone E-1A
Fund #684281

APPROVED AND ADOPTED this 11th day of June 2013.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

_____
City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

Zone E-1A
Fund #684281

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2013-07 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

SECRETARY

(SEAL)

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MV00206453

RESOLUTION NO. CSD 2013-08

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM PARCEL CHARGE FOR PROVIDING ZONE E-3A (LASSELLE POWERLINE PARKWAY INTERNAL PARKWAY LANDSCAPE MAINTENANCE) SERVICES DURING FISCAL YEAR 2013/2014

WHEREAS, the Moreno Valley Community Services District ("CSD") provides or will provide Lasselle Powerline Parkway internal parkway landscape maintenance services within the CSD and provides funding for such services through CSD Zone E-3A; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone E-3A (Lasselle Powerline Parkway Internal Parkway Landscape Maintenance) be so collected on the tax roll; and

WHEREAS, the CSD Board, has determined that continuing the calculation, including a Consumer Price Index ("CPI") adjustment, and application of charge as previously approved by the property owner for each assessable parcel of real property within CSD Zone E-3A is a necessary and equitable charge to fund internal parkway landscape maintenance services for the Lasselle Powerline Parkway by the CSD for Fiscal Year 2013/2014; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property that is subject to the charge and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of the public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The application of the maximum charge at the calculated rate of seventy dollars and ninety-one cents ($70.91), which includes a previously approved CPI adjustment for CSD Zone E-3A (Lasselle Powerline Parkway) to defray the costs of furnishing internal parkway landscape maintenance services within the CSD is hereby approved and adopted; however, a lower amount may be levied depending on projected District expenses for the FY.

2. The herein approved charge is hereby confirmed for each parcel of real property within CSD Zone E-3A, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. This legislative body hereby authorizes the City Treasurer to levy the parcel charge for CSD Zone E-3A up to the maximum charge as set forth in the Report and hereby is levied during FY 2013/14 against the parcels within the District.

4. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

5. The CSD Board made a finding that Zone E-3A is in compliance with Proposition 218.

6. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

Zone E-3A
County Fund No. 684284

7. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

APPROVED AND ADOPTED this 11th day of June 2013.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

_____
City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

Zone E-3A
County Fund No. 684284

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2013-08 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

SECRETARY

(SEAL)

RESOLUTION NO. CSD 2013-09

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM PARCEL CHARGE FOR PROVIDING ZONE E-4A (DAYBREAK DEVELOPMENT – INTERNAL PARKWAY LANDSCAPE MAINTENANCE) SERVICES DURING FISCAL YEAR 2013/2014

WHEREAS, the Moreno Valley Community Services District ("CSD") provides or will provide internal parkway landscape maintenance services within the CSD and provides funding for such services, through CSD Zone E-4A; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone E-4A (Daybreak Development - Internal Parkway Landscape Maintenance) be so collected on the Riverside County tax roll; and

WHEREAS, the CSD Board, has determined that continuing the calculation, including Consumer Price Index ("CPI") adjustments, and application of charge as previously approved by the property owners for each assessable parcel of real property within CSD Zone E-4A is a necessary and equitable charge to fund internal parkway landscape maintenance services for the Daybreak Development by the CSD for Fiscal Year 2013/2014; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge, and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The application of the maximum charge at the calculated rate of one hundred fifteen dollars and two cents ($115.02), which includes a previously approved CPI adjustment for Zone E-4A (Daybreak Development) to defray the costs of internal parkway landscape maintenance services within the CSD is hereby approved and adopted; however, a lower amount may be levied depending on projected District expense for the FY.

2. The herein approved charge is hereby confirmed for each parcel of real property within CSD Zone E-4A, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. This legislative body hereby authorizes the City Treasurer to levy the parcel charge for CSD Zone E-4A up to the maximum charge as set forth in the Report and hereby is levied during FY 2013/14 against the parcels within the District.

4. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any service charge that cannot be collected on the County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

5. The CSD Board made a finding that CSD Zone E-4A is in compliance with Proposition 218.

6. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

7. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

Zone E-4A
County Fund No. 684282

APPROVED AND ADOPTED this 11th day of June 2013.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

_____
City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

Zone E-4A
County Fund No. 684282

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2013-09 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

SECRETARY

(SEAL)

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MV00206463

RESOLUTION NO. CSD 2013-10

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM PARCEL CHARGE FOR PROVIDING ZONE M (COMMERCIAL/ INDUSTRIAL/MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) SERVICES DURING FISCAL YEAR 2013/2014

WHEREAS, the Moreno Valley Community Services District ("CSD") provides or will provide commercial/industrial/multifamily improved median maintenance services within the CSD and provides funding for such services through CSD Zone M; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in its capacity as President and Members of the Board of Directors CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for CSD Zone M (commercial/industrial/multifamily improved median maintenance) be so collected on the tax roll; and

WHEREAS, the CSD Board, has determined that continuing the calculation, including a Consumer Price Index ("CPI") adjustment (if applicable), and application of charge as previously approved by the property owners for each assessable commercial/industrial/multifamily property within CSD Zone M is a necessary and equitable charge to fund the improved median maintenance services by the CSD for Fiscal Year 2013/2014; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The application of the maximum charge is calculated by determining the proportional obligation for the total median maintenance and administrative costs attributable to the improved median area associated with the affected commercial/industrial/multifamily properties, which includes previously approved CPI adjustments, to defray the costs of furnishing commercial/industrial/multifamily improved median maintenance services within the CSD, is hereby approved and adopted as follows; however a lower amount may be levied depend on projected District expenses for the FY.:

Zone M
(Commercial, Industrial and/or Multifamily Median Maintenance)
FY 2013/14 Proposed Maximum Charges

Assessor's Parcel Number (APN)	FY 2013/14 Noticed/Maximum Parcel Charges
297-120-002	$1,035.93
297-120-003	$749.75
297-120-011	$1,564.12
297-120-012	$1,564.12
291-191-024	$361.43
297-130-046	$2,161.19
297-130-064	$890.69
297-140-049	$1,215.57
297-140-050	$1,250.00
297-141-001	$231.81
297-141-002	$231.81
297-141-003	$231.81
297-141-004	$231.81
297-141-005	$231.81
297-141-006	$231.81
297-140-052	$1,099.39
297-170-004	$3,840.45
482-700-001	$409.82
482-700-005	$409.82
296-280-018	$1,843.45

Zone M
Fund #684283

Assessor's Parcel Number (APN)	FY 2013/14 Noticed/Maximum Parcel Charges
296-300-005	$2,418.53
296-300-007	$633.28
484-020-023	$6,288.87
484-020-024	$7,686.28
297-130-039 (1)	$798.00
297-130-041 (1)	$1,957.00
297-130-042 (1)	$1,610.00
297-170-067	$15,439.29
297-170-069	$11,453.61
297-170-071	$5,184.07
297-150-055	$20,740.59
297-100-066	$822.23
297-100-074	$233.93
297-100-075	$157.22
297-120-016	$5,483.11
486-250-021	$8,600.70
486-250-024	$8,303.24
486-250-025	$297.42
312-250-046	$3,894.23
482-540-030	$425.97
484-020-026	$2,970.13
479-070-050	$1,703.96
312-270-036	$2,788.35
316-210-074	$1,989.04
312-020-017	$1,680.30
312-020-018	$1,601.75
312-020-020	$624.99
312-360-001	$1,498.57
312-360-002	$705.24
312-360-003	$482.84
312-360-004	$1,692.42
312-360-005	$1,314.22
312-360-006	$2,127.73
312-360-007	$831.32
312-360-008	$783.74
312-360-009	$870.58
312-360-010	$880.07
312-360-011	$706.45
485-220-030	$2,129.99

Zone M
Fund #684283

Assessor's Parcel Number (APN)	FY 2013/14 Noticed/Maximum Parcel Charges
485-220-031	$319.45
486-070-012	$274.46
486-070-013	$271.96
486-070-004	$3,146.57
486-070-016	$3,146.57
485-081-035	$333.45
485-081-034	$867.09
316-200-033	$2,227.52
316-200-034	$4,737.45
316-200-035	$1,995.45
484-030-015	$1,667.05
484-030-020	$654.02
484-030-022	$654.02
488-210-027	$1,323.54
478-070-029	$7,972.45
486-240-015	$2,886.61
486-240-016	$7,488.08
488-400-001	$2,221.38
488-400-002	$131.11
488-400-003	$1,494.16
488-400-004	$401.33
488-400-005	$371.53
488-400-006	$347.70
488-400-007	$397.35
488-400-008	$117.19
488-400-009	$379.46
488-400-010	$303.96
488-400-011	$73.48
488-400-012	$143.02
488-400-013	$909.99
488-400-014	$61.56
488-400-015	$51.60
488-400-016	$270.20
488-400-017	$156.94
488-400-018	$115.22
488-400-019	$210.56
488-400-020	$182.78
488-400-021	$1,055.03
488-400-022	$154.95

Assessor's Parcel Number (APN)	FY 2013/14 Noticed/Maximum Parcel Charges
488-400-023	$484.77
488-400-024	$284.08
488-400-025	$103.28
488-400-026	$375.51
488-400-027	$11.88
488-400-028	$371.51
474-120-037	$3,356.34
484-242-020	$3,151.97
488-350-041	$34,383.51
488-350-047	$2,939.23
488-350-035	$7,262.70
486-280-051	$10,316.97
292-230-006	$229.10
292-230-055	$390.46
263-111-046	$2,452.72
478-430-031	$2,628.01

(1) An annual inflation adjustment has not been approved by the property owners.

2. The herein approved charge calculation is hereby confirmed for each parcel of real property within CSD Zone M, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. This legislative body hereby authorizes the City Treasurer to levy the parcel charge for CSD Zone M up to the maximum charge as set forth in the Report and hereby is levied during FY 2013/14 against the parcels within the District.

4. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent

charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

5. The CSD Board made a finding that CSD Zone M is in compliance with Proposition 218.

6. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

7. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

Zone M
Fund #684283

APPROVED AND ADOPTED this 11th day of June 2013.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

_____
City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

Zone M
Fund #684283

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2013-10 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

SECRETARY

(SEAL)

RESOLUTION NO. CSD 2013-11

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM PARCEL CHARGE FOR PROVIDING ZONE S (SUNNYMEAD BOULEVARD MAINTENANCE) SERVICES DURING FISCAL YEAR 2013/2014

WHEREAS, the Moreno Valley Community Services District ("CSD") shall provide maintenance for certain parkway and median landscaping and improvements along Sunnymead Boulevard, from Frederick Street to Perris Boulevard that were installed in participation with the City of Moreno Valley (City) and the former Redevelopment Agency of the City; and,

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and,

WHEREAS, the City Council, acting in its capacity as President and Members of the Board of Directors CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone S (Sunnymead Boulevard Maintenance for certain improvements along from Frederick Street to Perris Boulevard) be so collected on the tax roll; and

WHEREAS, the CSD Board, has determined that continuing the calculation, including Consumer Price Index ("CPI"), and application of charge as previously approved by the property owners for each assessable parcel of real property within CSD Zone S is a necessary and equitable charge to fund the furnishing of ongoing maintenance of certain improvements along Sunnymead Boulevard from Frederick Street to Perris Boulevard for Fiscal Year 2013/2014; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge, and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which time all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and,

WHEREAS, the CSD Board has reviewed Proposition 218.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The application of the maximum parcel charge at the calculated rate of $2.955046 per front linear footage, which includes an inflation factor, to defray the costs of ongoing maintenance of certain improvements along Sunnymead Boulevard from Frederick Street to Perris Boulevard within the CSD is hereby approved and adopted; however, a lower amount may be levied depending on projected District expenses.

2. The herein approved parcel charges calculated is hereby confirmed for each said parcel of real property within CSD Zone S, as set forth in the report on said charge filed with the CSD Secretary, as such may have been modified pursuant to order of the CSD Board duly given.

3. This legislative body hereby authorizes the City Treasurer to levy the parcel charge for CSD Zone S up to the maximum charge as set forth in the Report and hereby is levied during FY 2013/14 against the parcels within the District.

4. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

5. The CSD Board made a finding that Zone S is in compliance with Proposition 218.

6. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

7. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charge calculation to the Auditor of the County of

Zone S
Fund #684270

Riverside and to the Tax Collector of said County, together with the certified copy of this Resolution as hereinabove provided.

Zone S
Fund #684270

APPROVED AND ADOPTED this 11th day of June 2013.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

_____
City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

Zone S
Fund #684270

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2013-11 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

SECRETARY

(SEAL)

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MV00206477

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: John C. Terell, Interim Community & Economic Development Director

AGENDA DATE: June 11, 2013

TITLE: PUBLIC MEETING AND PUBLIC HEARING REGARDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE SCHEDULE FOR NEW RESIDENTIAL AND COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE DEVELOPMENT PROPOSED FISCAL YEAR (FY) 2013/2014 ANNUAL RATES

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a Public Meeting and public Hearing to consider all objections or protests of the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" as provided in the Public Notice.

2. Adopt "Resolution No. 2013-38, A Resolution of the City of Moreno Valley, California, Authorizing and Approving the Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development on the County of Riverside Property Tax Roll."

BACKGROUND

The 1972 Federal Clean Water Act requires public agencies to obtain permits to discharge urban storm water runoff from municipally owned drainage facilities, including streets, highways, storm drains and flood control channels. This Act also requires local

agencies to clean urban runoff to the maximum extent practicable (MEP), which has not been defined by the federal or state government.
On October 25, 2002, the Santa Ana Regional Water Quality Control Board (SARWQCB) adopted new requirements the City must implement to remain in compliance. The requirements include a higher-level effort to divert pollutants from entering the drainage system. The service levels require site inspection, discharge monitoring, remedial cleanup efforts, and a higher level of maintenance of the streets and storm drain system before discharging water into the larger storm water collection system.

On June 10, 2003, the City Council approved the "NPDES Regulatory Rate Schedule for New Residential Development." The "NPDES Regulatory Rate Schedule for New Residential Development" was designed to fund NPDES administration and maintenance of water quality ponds and bioswales associated with new single-family residential subdivisions. On January 27, 2004, the City Council authorized the collection of the NPDES regulatory rates for new residential development consisting of single-family dwellings.

On January 10, 2006, the City Council approved the "NPDES Regulatory Rate Schedule for New Common Interest, Commercial, Industrial and Quasi-Public Use Development." The "NPDES Regulatory Rate Schedule for New Common Interest, Commercial, Industrial and Quasi-Public Use Development" was designed to fund NPDES public education, administration and monitoring of site design, source control and treatment control best management practices (BMPs) associated with new common interest, commercial, industrial and quasi-public use development.

On January 29, 2010, the SARWQCB issued a new NPDES permit. The new permit continues the 2002 mandates for the higher-level effort to divert pollutants and service levels.

Proposition 218

Proposition 218, approved in the November 1996 election as a constitutional amendment, specifically addresses the ability of public agencies to collect taxes, fees, charges, and/or assessments as an incidence of property ownership. The City of Moreno Valley has reviewed Proposition 218 with respect to the NPDES regulatory rate collection process. Based upon this review, it has been determined that the NPDES regulatory rate as currently collected, is in compliance with Proposition 218. Conducting the Public Hearing allows property owners an opportunity to address the City Council regarding the continuation of the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development."

DISCUSSION

The NPDES regulatory rates are necessary to fund the costs of the storm water management services for the discharge of storm water runoff into municipally owned drainage facilities for pollution control from benefiting parcels.

Proposed Regulatory Rates

The proposed rates shall be levied against each assessable benefiting parcel of real property that is required to comply with the City's NPDES Storm Water Management Program. The annual percentage change in Consumer Price Index (CPI) for Los Angeles, Riverside, and Orange Counties was +2.0%. Due to this increase, staff recommends that the adjustment to the annual rates occur. This increase is associated with utility cost increases and maintaining program service levels.

The following tables outline the services provided by each level of service, the current annual rates and the proposed annual rates.

Table 1 reflects the annual rates for New Residential Development.

TABLE 1

NPDES Regulatory Rate for New Residential Development			
Service Level		**Current Maximum Annual Rate FY 2012/2013**	**Proposed Maximum Annual Rate FY 2013/2014 (rounded to the nearest whole dollar)**
LEVEL I	NPDES Administration and overhead.	$37.00/Parcel	$38.00/Parcel
LEVEL II	Water Quality Pond/Basin Maintenance.	$74.00/Parcel	$75.00/Parcel
LEVEL II-A	Sand Filter Maintenance.	$33.00/Parcel	$34.00/Parcel
LEVEL III	Water Quality Pond/Basin Remediation/Reconstruction.	$64.00/Parcel	$65.00/Parcel
LEVEL IV	Water Quality System Retrofit.	$147.00/Parcel	$150.00/Parcel

Table 2 reflects the annual rates for New Common Interest, Commercial, Industrial and Quasi-Public Use Development.

TABLE 2

NPDES Regulatory Rate for New Common Interest, Commercial, Industrial and Quasi-Public Use Development			
Service Level		**Current Maximum Annual Rate FY 2012/2013**	**Proposed Maximum Annual Rate FY 2013/2014 (rounded to the nearest whole dollar)**
LEVEL I	NPDES Administration and overhead.	$37.00/Parcel	$38.00/Parcel
LEVEL II	Storm water and non-storm water runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site storm water compliance site activities; review site-specific technical reports and treatment control BMP maintenance records.	$181.00/Parcel	$185.00/Parcel

ALTERNATIVES

1. Conduct a Public Meeting and Public Hearing to consider all objections or protests of the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" as provided in the Public Notice and adopt "Resolution No. 2013-38, A Resolution of the City of Moreno Valley, California, Authorizing and Approving the Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development on the County of Riverside Property Tax Roll."

2. Do not conduct a Public Meeting and Public Hearing to consider all objections or protests of the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" as

provided in the Public Notice and adopt "Resolution No. 2013-38, A Resolution of the City of Moreno Valley, California, Authorizing and Approving the Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development on the County of Riverside Property Tax Roll." *By not conducting the Public Hearing and adopting the resolution, the County of Riverside ("County") may challenge our ability to place the NPDES rates on the County property tax bill.*

FISCAL IMPACT

Regulatory rate increases (including increases due to inflation) have been approved by the benefiting property owners through the mail ballot proceeding. The inflation factor is based on the annual percentage change in the Los Angeles-Riverside-Orange County CPI for calendar year 2012, which was +2.0%.

For Fiscal Year 2013/2014 the maximum annual regulatory rate per parcel for single-family residential development is $297 (includes Levels I, II, II-A and IV combined from Table 1). The Level III rate is levied when a water quality pond/basin is taken out of service for remediation/reconstruction thus replaces the Level II rate. Since the Level III rate is lower than the Level II rate the maximum rate for residential development cannot be greater than the summation of Levels I, II, II-A and IV. The maximum annual regulatory rate for new common interest, commercial, industrial and quasi-public use development is $223 (includes Levels I and II combined from Table 2). With approval of the proposed adjustment to the NPDES Regulatory rate, total Fiscal Year 2013/2014 revenues are projected at $418,090.

Approving annual rates less than that proposed by staff may require a decrease in both the level and quality of service from that provided and approved by benefiting property owners in the previous year. The service level provided would be adjusted according to the approved funding level.

The NPDES Regulatory Rate levy collected from property owners supports current NPDES programs as identified herein. Funds collected from the NPDES Regulatory Rate levy are restricted for use only within the Storm Water Management Program.

CITY COUNCIL GOALS

Revenue Diversification and Preservation

The proposed "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" provides a revenue source to fund the federally mandated requirements of the NPDES Storm Water Management Program for these types of development.

Public Facilities and Capital Projects

The revenue collected from the proposed "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" will ensure that all site designs, source controls and treatment controls are properly implemented and maintained.

SUMMARY

The action before City Council is to conduct the Public Hearing, and to adopt the resolution authorizing and approving the levy of the annual NPDES regulatory rates, on certain benefiting properties within the City as submitted in the NPDES Special Levy Report. While state law, after adoption of Proposition 218, does not mandate public hearings to consider charges, rates or fees already in place, such hearings were required under state statutes before adoption of Proposition 218. City policy has been to continue the past practice as a courtesy to the public.

The County collects the rates each year on the property tax bill. The County requires an annual resolution be approved to establish the authority to collect the annual NPDES rate on the tax bill. Approval of the resolution will satisfy the County requirement. The resolution also includes information on compliance with Proposition 218.

NOTIFICATION

- Publication of Agenda

- Newspaper advertising was published on May 3, 2013, with information about the May 28, 2013, Public Meeting and the June 11, 2013, Public Hearing. Additionally, the June 11, 2013, Public Hearing notification was published on May 17, 2013, and again on May 24, 2013.

ATTACHMENTS/EXHIBITS

Attachment "1" – Proposed Resolution

Prepared By
Mark W. Sambito, P.E.
Engineering Division Manager

Department Head Approval
John C. Terell
Interim Community & Economic Development Director

Concurred By
Kent Wegelin
Storm Water Program Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00206485

RESOLUTION NO. 2013-38

A RESOLUTION OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING AND APPROVING THE LEVY OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE FOR NEW RESIDENTIAL AND COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE DEVELOPMENT ON THE COUNTY OF RIVERSIDE PROPERTY TAX ROLL

WHEREAS, as part of the 1972 Federal Clean Water Act, the federal government mandated that public agencies comply with the NPDES program to obtain Permits to discharge storm water runoff into municipally owned drainage facilities; and

WHEREAS, on January 29, 2010, the Santa Ana Regional Water Quality Control Board issued new requirements that cities must address, regarding the water pollution contained in storm water runoff to remain in compliance with federal mandates; and

WHEREAS, the City Council introduced Ordinance No. 708, on January 10, 2006, to repeal and reenact Chapter 3.50 of Title 3 of the City of Moreno Valley Municipal Code by relating to the establishment and collection of the NPDES regulatory rate for new residential and common interest, commercial, industrial, and quasi-public use development based on the approved NPDES regulatory rate and authorization of subsequent rate adjustments by resolution; and

WHEREAS, Sections 5473 through 5473.8 of the California Health and Safety Code provides that such services may be funded, in whole or in part, by rates which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the City; and

WHEREAS, the City Council, has determined, and hereby does determine, that it is in the interest of the City to have the NPDES regulatory rate on new residential, common interest, commercial, industrial, and quasi-public use development be so collected on the County of Riverside property tax roll; and

WHEREAS, the City Council has determined that levying a regulatory rate against each assessable parcel of real property that is required to comply with the NPDES Permit program, as hereinafter established, is necessary to fund the costs of the storm water management services for the discharge of storm water runoff into municipally owned drainage facilities for pollution control from these land uses; and

WHEREAS, the City Council heretofore caused a report to be prepared that identified each parcel of real property, which is subject to the regulatory rate, and has caused notice of said report and of the public hearing thereon to be duly given; and

WHEREAS, the City Council held a Public Hearing on June 11, 2013, at which time all persons wishing to be heard were heard, and at which hearing the City Council heard and considered all objections and protests, if any; and

WHEREAS, on June 11, 2013, the City Council reviewed and considered the NPDES regulatory rate for new residential and common interest, commercial, industrial, and quasi-public use development to fund the federally mandated NPDES program; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The City Council shall authorize collection of the NPDES regulatory rate on the County of Riverside tax bill for federally mandated NPDES requirements to address the discharge of storm water runoff into municipally owned drainage facilities.

2. The maximum rate to be collected for fiscal year (FY) 2013/2014 shall be $297.00 per parcel for new residential development, which may be subject to an annual adjustment, if necessary, based on the percentage change calculated for the prior calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index, as published by the Department of Labor's Bureau of Labor Statistics.

3. The maximum rate to be collected for FY 2013/2014 shall be $223.00 per parcel for new common interest, commercial, industrial, and quasi-public-use development, which may be subject to an annual adjustment, if necessary, based on the percentage change calculated for the prior calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index, as published by the Department of Labor's Bureau of Labor Statistics.

4. The NPDES regulatory rate, as herein confirmed, shall be collected on the tax roll at the same time and by the same persons, and in the same manner as, together with and not separately from, general taxes, and shall be delinquent at the same time and thereafter be subject to the same delinquency penalties, as provided for in Sections 5473 through 5473.8 of the California Health and Safety Code.

5. The City Council made a finding that collection of the NPDES regulatory rate is in compliance with Proposition 218.

6. The effective date of this Resolution shall be June 11, 2013.

APPROVED AND ADOPTED this 11th day of June, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-38 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: John C. Terell, Interim Community & Economic Development Director

AGENDA DATE: June 11, 2013

TITLE: A PUBLIC HEARING FOR THE BOULDER RIDGE FAMILY APARTMENTS (PA13-0006), A 141 UNIT AFFORDABLE APARTMENT PROJECT ON APPROXIMATELY 10 ACRES LOCATED AT THE SOUTHEAST CORNER OF ALESSANDRO BOULEVARD AND LASSELLE STREET. THE PROJECT INCLUDES A ZONE CHANGE (PA13-0007) AND GENERAL PLAN AMENDMENT (PA13-0008) FROM NEIGHBORHOOD COMMERCIAL AND R15 TO R30 AND OPEN SPACE, AND A VARIANCE (P13-029) TO REDUCE THE COVERED PARKING REQUIREMENT FOR 3-BEDROOM APARTMENTS. THE APPLICANT IS RANCHO BELAGO DEVELOPERS, INC.

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a public hearing for PA13-0008 (General Plan Amendment), PA13-0007 (Zone Change), P13-029 (Variance) and PA13-0006 (Plot Plan) and subsequent to the public hearing.

2. **APPROVE** Resolution No. 2013-40 **APPROVING** PA13-0008 (General Plan Amendment), based on the findings contained in this resolution, and as shown on Exhibit A.

3. **INTRODUCE** Ordinance No. 870 **APPROVING** PA13-0007 (Zone Change), based on the findings contained in this ordinance, and as shown on Exhibit A.

4. **APPROVE** Resolution No. 2013-41 **APPROVING** P13-029 (Variance), based on the findings contained in this resolution.

5. **APPROVE** Resolution No. 2013-42 **APPROVING** PA13-0006 (Plot Plan), based on the findings contained in this resolution, and subject to the attached conditions of approval included as Exhibit A.

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Planning Commission at its May 23, 2013, meeting approved Planning Commission Resolution No. 2012-17 by a vote of 6-0 with one Commissioner absent, recommending that the City Council approve PA13-0008 (General Plan Amendment), PA13-0007 (Zone Change), P13-029 (Variance) and PA13-0006 (Plot Plan).

BACKGROUND

Boulder Ridge Family Apartment Project

The Boulder Ridge Family Apartments project proposes to construct a 141 unit affordable apartment project on approximately 10 acres. Development of the project as proposed requires approval of a General Plan Amendment and Zone Change and a Variance.

Land Use Changes

General Plan Amendment application PA13-0008 and Zone Change application PA13-0007 propose to change the land use designations for the project site from Neighborhood Commercial and R15 to R30 and Open Space.

R30 Zone
The R30 designation would apply to the portions of the site proposed for construction of the apartment buildings and related improvements and would extend to the toe of the manufactured slopes.

Open Space Zone
The slopes and undisturbed hillside and rock outcroppings would be assigned the Open Space zone, which will prevent future development of the hilltop and protect the existing natural slopes and rock outcroppings.

Surrounding Land Uses
The project site is bounded by Neighborhood or Community Commercial zoned land to the north, northwest and west. Existing tract homes are located further to the northwest, southwest and northeast. Vacant Open Space and R30 land use is located to the east and south which was recently changed in conjunction with the R30 Housing Element conformance project.

Based upon the conclusions of a Focused Traffic Analysis prepared by Kunzman Associates, Inc., in April 2013 for the project, anticipated project traffic resulting from the

proposed Plot Plan, Zone Change, and General Plan Amendment is less than traffic projections under the current land use and will not exceed General Plan build out traffic projections for the project site.

The proposed land use change and apartment project is compatible with surrounding land uses and will not physically divide an established community. The proposed changes establish a mix of residential land use and open space that results in an appropriate residential density for the area and protection for the slopes and rock outcroppings that is consistent with the General Plan, and its goals, objectives, policies and programs.

Variance

A variance is proposed to reduce the covered parking requirement from 2 spaces per unit to 1 space per unit for 3-bedroom apartments. The proposed variance to reduce the covered parking requirement will not result in a deficiency in total required parking for the project.

Municipal Code Section 9.02.100 states that variances are intended to provide for equity in use of property, and to prevent unnecessary hardships that might result from a strict or literal interpretation and enforcement of certain regulations prescribed by this title.

The project site includes a rocky hillside with topography that varies from level to sloping with substantial rock outcroppings. The project design is consistent with General Plan and Municipal Code guidelines regarding protection of slopes, ridgelines and rock outcroppings. The result is a developable portion of the site that is irregular in shape which poses challenges when designing the project to meet required parking lot landscape, required parking and required covered parking requirements.

The proposed reduction in covered parking is consistent with Objective 8.9 of the City's Housing Element which encourages a review of parking standards for multi-family 3 and 4 bedroom units, including covered parking requirements to determine if reductions are appropriate.

Per the requirements of Municipal Code Section 9.02.100, required findings have been prepared in support of the variance.

Plot Plan – PA13-0006

The project site is comprised of approximately 10 acres located within Assessor's Parcel Number 486-280-044 and a ½ acre portion of 486-280-043. The site is located at the southeast corner of Alessandro Boulevard and Lasselle Street.

The site is currently vacant with generally flat topography along the site's Alessandro Boulevard and Lasselle Street frontages. The project site is square in shape with

topography that ranges from level to sloping and includes a hillside with substantial rock outcroppings.

The project site has been previously disturbed through permitted stockpiling and borrowing activities and a City street widening project along Lasselle Street.

The proposed 141 unit affordable apartment project includes a total of eight 3-story apartment buildings of contemporary California Mission style architecture with a unit mix that includes 1, 2 and 3 bedroom apartments ranging from 723 square feet to 1,301 square feet. The buildings will include tuck-under parking garages that are mainly oriented towards the interior of the site which allows the building fronts to face the street.

The site design includes an even distribution of open, covered and visitor parking, trash enclosures, and landscape planters. Other amenities include four laundry facilities, three tot lots, two recreation buildings and a pool.

This project as designed and conditioned conforms to all development standards of the R30 zone and the design guidelines for multiple family uses as required within the City's Municipal Code.

Please refer to the attached Planning Commission staff report for additional details related to project design.

ENVIRONMENTAL

Various technical studies for topics including traffic, biological resources, cultural resources, water quality, hydrology and slope stability were prepared and submitted to City staff for review and approval. The technical studies in some instances recommended specific actions to mitigate potential impacts.

An Initial Study checklist was completed for the project to examine potential environmental impacts resulting from development of the project. Mitigation measures and conditions of approval were implemented to reduce potential impacts to a less than significant level under the categories of cultural resources and slope stability.

As designed and conditioned, the project will not have a significant effect on the environment and approval of a Mitigated Negative Declaration is recommended.

DISCUSSION

The proposed project as designed and conditioned is consistent with surrounding properties. Vacant land immediately to the north is zoned R5 for single-family

development and to the south, east and southeast is Open Space and R30 land use recently changed in conjunction with the Housing Element conformance project.

Land uses to the north include vacant Light Industrial zone land and vacant commercial zoned parcels along Alessandro Boulevard. Land uses to the west and northwest include a mix of business park, office and retail uses with numerous governmental offices including City Hall located in close proximity.

The area surrounding the proposed project includes vacant commercial land at the northwest, northeast and southwest corners of Alessandro Boulevard and Lasselle Street. The vacant property at the northeast corner of Alessandro and Lasselle has an active approval for development of a grocery store.

Existing tract homes are located to the southwest in the RS-10 and R5 zones and to the northwest in the R5 zone on the west side of Lasselle Street and to the northeast along Morrison Street between Bay Street and Alessandro Boulevard. The Riverside County Medical Center is located approximately one mile to the southeast at Nason Street and Cactus Avenue.

Planning Commission Public Hearing

The Planning Commission public hearing for the project was conducted on May 23, 2013. Following presentation of the staff report, the applicant spoke and answered Commissioner questions related to the project. There was one public speaker at this meeting who spoke in favor of the project.

Following public testimony, the Planning Commissioners discussed the project, and then voted 6-0 with one Commissioner absent, to recommend that the City Council approve the project

ALTERNATIVES

1. Approve the proposed Resolution for a General Plan Amendment (PA13-0008), **and** Introduce the proposed Ordinance for a Zone Change (PA13-0007), **and** Approve the proposed Resolution for a Variance (P13-029) **and** Approve the proposed Resolution for a Plot Plan (PA13-0006). **Staff recommends this alternative.**

2. Do not approve the proposed Resolution for a General Plan Amendment (PA13-0008), **and** do not Introduce the proposed Ordinance for a Zone Change (PA13-0007) **and** do not Approve the proposed Resolution for a Variance (P13-029) and do not Approve the proposed Resolution for a Plot Plan (PA13-0006). **Staff does not recommend this alternative**.

FISCAL IMPACT

Not applicable.

CITY COUNCIL GOALS

Not applicable.

SUMMARY

This report addresses the proposed Boulder Ridge Family Apartments project, including the Planning Commission's May 23, 2013, recommendation to the City Council to adopt a Mitigated Negative Declaration for the project and approve a General Plan Amendment and Zone Change from Neighborhood Commercial and R15 to R30 and Open Space, a Variance and a Plot Plan for a 141 unit affordable apartment project.

NOTIFICATION

A notice of the public hearing was published in the newspaper, posted at required City locations and at the project site, and mailed to property owners within 300 feet of the proposed project.

As of the date of report preparation, staff had received no public inquiries in response to the noticing for the City Council public hearing for this project.

ATTACHMENTS

1. Public Hearing Notice
2. Proposed Resolution
3. Proposed Ordinance
4. Proposed Resolution
5. Proposed Resolution
6. Mitigated Negative Declaration
7. Initial Study Checklist
8. Planning Commission meeting minutes
9. Planning Commission staff report
10. Aerial Photograph
11. Architectural Plans
12. Preliminary Grading Plans

Prepared By:
Jeff Bradshaw
Associate Planner

Department Head Approval:
John C. Terell, AICP
Interim Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:

Denied:	Continued until:
Other:	Hearing set for:

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MV00206497

Attachment 1

Notice of PUBLIC HEARING

This may affect your property. Please read.

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Moreno Valley on the following item(s):

CASE: PA13-0006 – Plot Plan
PA13-0007 – Zone Change
PA13-0008 – General Plan Amendment
P13-029 – Variance

APPLICANT: Rancho Belago Developers, Inc.

OWNER: Lakeridge Marketplace, LLC

REPRESENTATIVE: Winchester Associates, Inc.

LOCATION: Southeast corner of Alessandro Blvd. and Lasselle St.

PROPOSAL: Plot Plan application for a 141 unit affordable apartment project on an 8.5 acre parcel. Project to include eight apartment buildings, two clubhouses with tot lots and pools. Unit mix of 1 to 3 bedroom apartments ranging from 723 square feet to 1,301 square feet. Development of this project will require a Zone Change and General Plan Amendment from Neighborhood Commercial / R15 to R30 / Open Space to allow for higher density multiple family land uses and to protect the existing slopes and rock outcroppings. The site has been graded previously under permit. The project also proposes a variance to reduce the covered parking requirement from 2 spaces to 1 space per unit for the 3-bedroom units.

ENVIRONMENTAL DETERMINATION: Mitigated Negative Declaration

COUNCIL DISTRICT: 3

STAFF RECOMMENDATION: Approval

Any person interested in any listed proposal can contact the Community & Economic Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday), or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The City Council, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing.

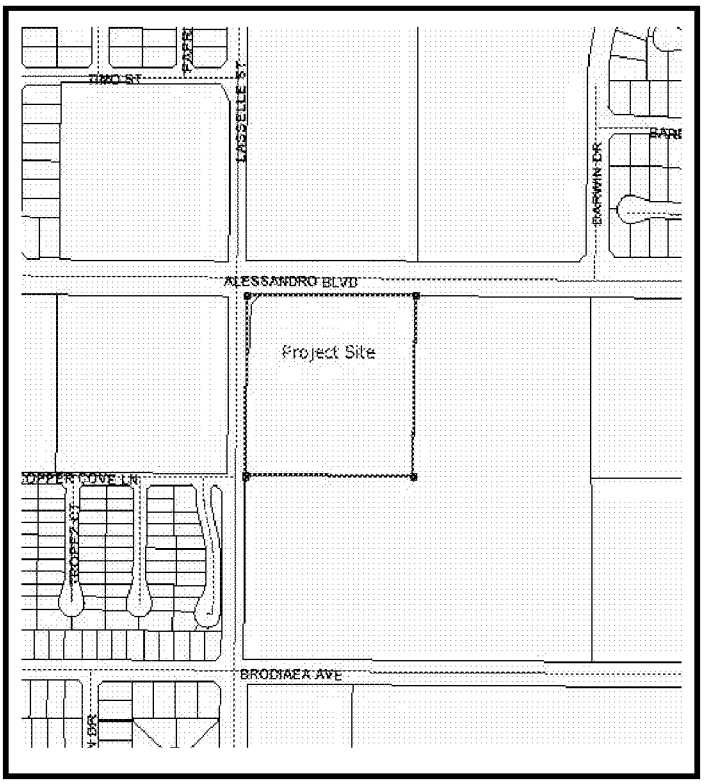

LOCATION N ↑

CITY COUNCIL HEARING

City Council Chamber, City Hall
14177 Frederick Street
Moreno Valley, Calif. 92553

DATE AND TIME: June 11, 2013 at 6 PM

CONTACT PLANNER: Jeff Bradshaw

PHONE: (951) 413-3224

Item No. E.3

MV00206498

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MV00206499

RESOLUTION NO. 2013-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT APPLICATION NO. PA13-0008, CHANGING THE LAND USE DESIGNATION FROM NEIGHBORHOOD COMMERICAL AND R15 TO R30 AND OPEN SPACE FOR APPROXIMATELY 10 ACRES LOCATED AT THE SOUTHEAST CORNER OF ALESSANDRO BOULEVARD AND LASSELLE STREET (ASSESSOR'S PARCEL NUMBER 486-280-044 AND A PORTION OF -043).

WHEREAS, the applicant, Rancho Belago Developers, Inc., filed Application No. PA13-0008, requesting an amendment to the Moreno Valley General Plan, as described in the title of this resolution and the attached Exhibit A; and

WHEREAS, on May 23, 2013, the Planning Commission of the City of Moreno Valley held a public hearing to consider the subject application and all of the environmental documentation prepared for the project and recommended City Council approval; and

WHEREAS, on June 11, 2013, the City Council of the City of Moreno Valley held a public hearing to consider the subject application and all of the environmental documentation prepared for the project; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, the City Council considered the initial study prepared for the project for the purpose of compliance with the California Environmental Quality Act (CEQA). Based on the initial study, it was determined that the project will not have a significant effect and approval of a Mitigated Negative Declaration is recommended.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this City Council during the above-referenced meeting, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed general plan amendment is consistent with the General Plan, and its goals, objectives, policies and programs.

FACT: The project proposes a General Plan Amendment from Neighborhood Commercial and R15 to R30 and Open Space for development of a 141 unit affordable apartment complex. Based upon the conclusions of a Focused Traffic Analysis prepared by Kunzman Associates, Inc., in April 2013 for the project, project traffic resulting from the proposed Plot Plan, Zone Change, and General Plan Amendment is less than traffic projections under the current land use and will not exceed General Plan build out projections for the project site. The proposed general plan amendment of a mix of residential land use and open space establishes a residential density and protection for the slopes and rock outcroppings that is consistent with the General Plan, and its goals, objectives, policies and programs.

2. Health, Safety and Welfare – The proposed general plan amendment will not be detrimental to the public health, safety or welfare.

   FACT: The proposed General Plan Amendment will not adversely affect the public health, safety or general welfare. An initial study of the potential environmental impacts of the amendment has been completed in accordance with the provisions of the California Environmental Quality Act (CEQA). A Mitigated Negative Declaration has been prepared, as there is no evidence that the proposed land use change will have a significant effect on public health or be materially injurious to surrounding properties or the environment as a whole.

BE IT FURTHER RESOLVED that the City Council of the City of Moreno Valley HEREBY APPROVES Resolution No. 2013-_____, approving PA13-0008, as shown on the attachment included as Exhibit A.

APPROVED AND ADOPTED this 11th day of June 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-40 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00206503

GENERAL PLAN AMENDMENT

Application No. PA13-0008
APN's 486-280-044 and portion -043
Resolution No. 2013-

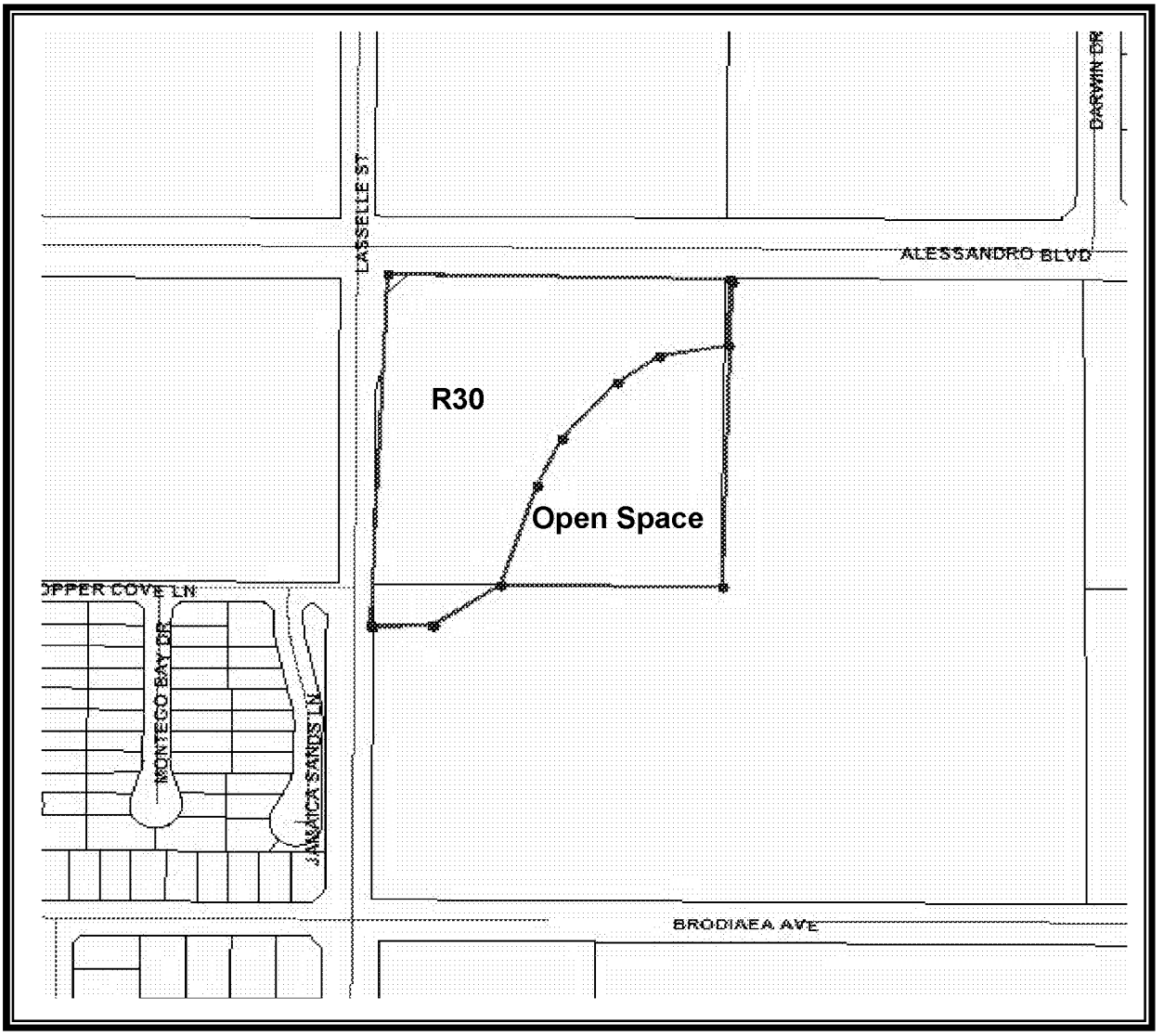

ADOPTED_____

EFFECTIVE_____

Item No. E.3

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MV00206505

ORDINANCE NO. 870

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING ZONE CHANGE APPLICATION NO. PA13-0007, CHANGING THE LAND USE DESIGNATION FROM NEIGHBORHOOD COMMERICAL AND R15 TO R30 AND OPEN SPACE FOR APPROXIMATELY 10 ACRES LOCATED AT THE SOUTHEAST CORNER OF ALESSANDRO BOULEVARD AND LASSELLE STREET (ASSESSOR'S PARCEL NUMBER 486-280-044 AND A PORTION OF -043).

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1 GENERAL:

1.1 The applicant, Rancho Belago Developers, Inc., has filed application PA13-0007, requesting an amendment to Pages 98 and 99 of the City's Official Zoning Atlas, as described in this ordinance.

1.2 Pursuant to the provisions of the law, a public hearing was held before the City Council on June 11, 2013, for deliberations and decision.

1.3 The matter was fully discussed, and the public and other agencies presented testimony and documentation.

1.4 A Mitigated Negative Declaration is proposed for the project under California Environmental Quality Act (CEQA) guidelines.

SECTION 2 FINDINGS:

2.1 Based upon substantial evidence presented to this City Council on June 11, 2013, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed Zone Change is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The project proposes a Zone Change from Neighborhood Commercial and R15 to R30 and Open Space for development of a 141 unit affordable apartment complex. Based upon the conclusions of a Focused Traffic Analysis prepared by Kunzman Associates, Inc., in April 2013 for the project, project traffic resulting from the proposed Plot Plan, Zone Change, and General Plan Amendment is less than traffic projections under the current land use and will not exceed General Plan build out projections for the project site. The proposed zone change establishes a mix of residential land use and open space that results in an

appropriate residential density and protection for the slopes and rock outcroppings that is consistent with the General Plan, and its goals, objectives, policies and programs.

2. Conformance with the Zoning Regulations – The proposed Zone Change is consistent with the purposes and intent of Title 9 of the City of Moreno Valley Municipal Code.

   FACT: The Zone Change application has met the City's Municipal Code and other regulations to change the zone. As proposed, the zone change from Neighborhood Commercial and R15 to R30 and Open Space for the approximately 10 acre project site is consistent with the purposes and intent of Title 9.

3. Health, Safety and Welfare – The proposal will not be detrimental to the public health, safety or welfare.

   FACT: The proposed Zone Change will not adversely affect the public health, safety or general welfare. An initial study of the potential environmental impacts of the amendment has been completed in accordance with the provisions of the California Environmental Quality Act (CEQA). A Mitigated Negative Declaration has been prepared, as there is no evidence that the proposed land use change will have a significant effect on public health or be materially injurious to surrounding properties or the environment as a whole.

SECTION 3 AMENDMENT OF THE OFFICIAL ZONING ATLAS:

3.1 The City of Moreno Valley Official Zoning Atlas, as adopted by Ordinance No. 359, on April 14, 1992, of the City of Moreno Valley, and as amended thereafter from time to time by the City Council of the City of Moreno Valley, is further amended by placing in effect the zone or zone classification as shown on the attached map (marked "Exhibit A" and included herein by reference and on file in the office of the City Clerk).

SECTION 4 EFFECT OF ENACTMENT:

4.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5 NOTICE OF ADOPTION:

5.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6 EFFECTIVE DATE:

6.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 25th day of June, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 870 had its first reading on June 11, 2013 and had its second reading on June 25, 2013, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of June, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

ZONE CHANGE

Application No. PA13-0007
APN's 486-280-044 and portion of -043
Ordinance No.

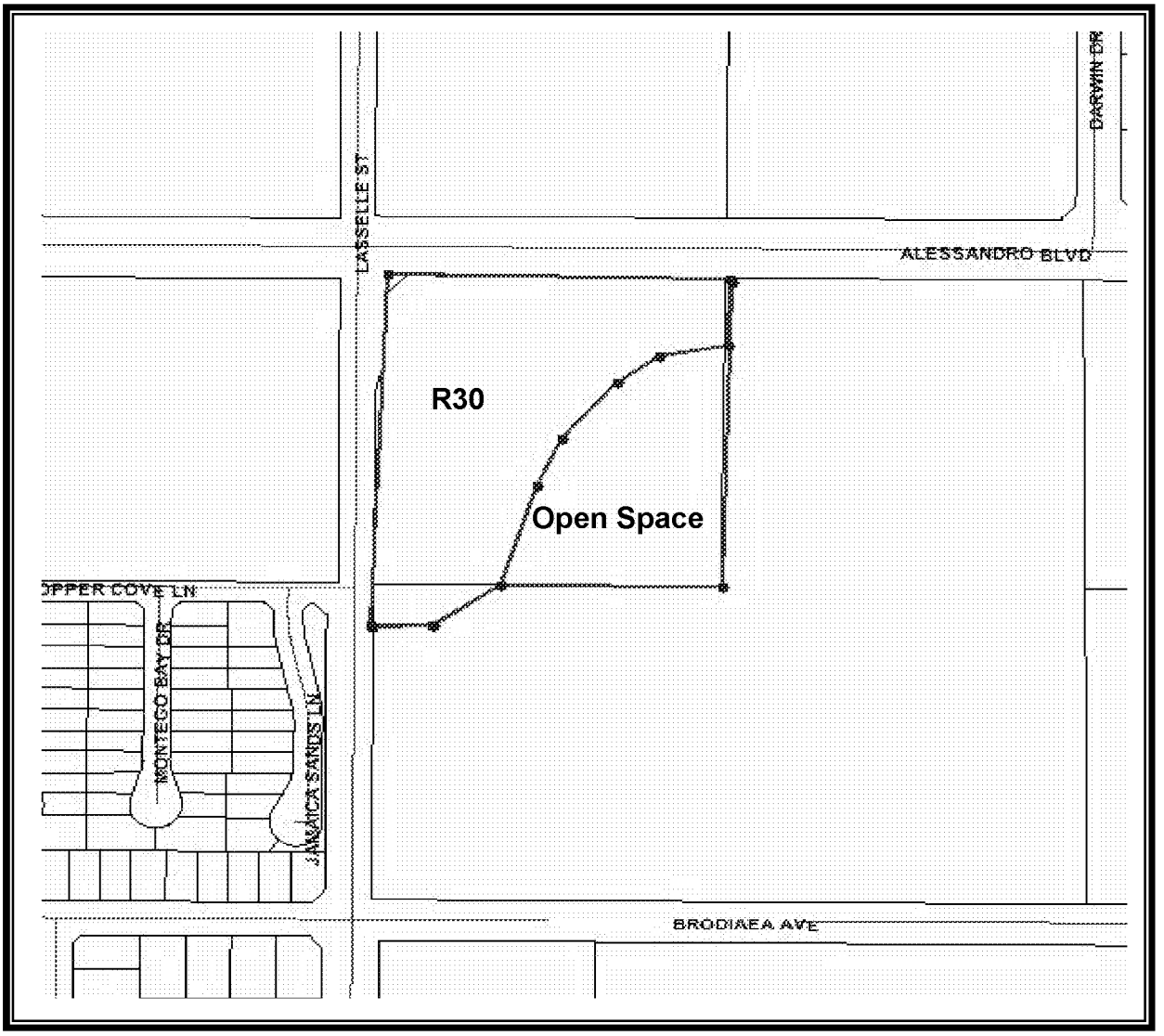

N

ADOPTED_____

EFFECTIVE_____

Item No. E.3

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MV00206511

RESOLUTION NO. 2013-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING VARIANCE APPLICATION NO. P13-029, TO REDUCE THE COVERED PARKING REQUIREMENT FROM 2 SPACES TO 1 SPACE PER UNIT FOR 3-BEDROOM UNITS, FOR A 141 UNIT AFFORDABLE APARTMENT LOCATED AT THE SOUTHEAST CORNER OF ALESSANDRO BOULEVARD AND LASSELLE STREET (APN'S 486-280-044 AND A PORTION OF -043).

WHEREAS, the applicant, Rancho Belago Developers, Inc., filed Application No. P13-029, requesting a Variance as described in the title of this resolution; and

WHEREAS, on May 23, 2013, the Planning Commission of the City of Moreno Valley held a public hearing to consider the subject application and all of the environmental documentation prepared for the project and recommended City Council approval; and

WHEREAS, on June 11, 2013, the City Council of the City of Moreno Valley held a public hearing to consider the subject application and all of the environmental documentation prepared for the project; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, the City Council considered the initial study prepared for the project for the purpose of compliance with the California Environmental Quality Act (CEQA). Based on the initial study, it was determined that the project will not have a significant effect and approval of a Mitigated Negative Declaration is recommended.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this City Council during the above-referenced meeting, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. Unnecessary Hardship – That strict or literal interpretation and enforcement of the specified regulation would result in practical difficulty or unnecessary hardship not otherwise shared by others within the surrounding area or vicinity.

FACT: The project site includes a rocky hilltop with topography that varies from level to sloping with substantial rock outcroppings. The project design is consistent with General Plan and Municipal Code guidelines regarding protection of slopes, ridgelines and rock outcroppings. The result is a developable portion of the site that is irregular in shape which poses challenges when designing the project to meet required parking lot landscape, required parking and required covered parking requirements. As an affordable apartment project, a reduced parking calculation is permitted. The 141 unit affordable apartment project as designed, provides required parking for the proposed unit mix of 1, 2 and 3 bedroom units. The proposed reduction in covered parking for 3 bedroom units allows for a design that is more open and which satisfies required parking lot landscape and overall parking requirements. Strict or literal interpretation and enforcement of the specified regulation would result in practical difficulty or unnecessary hardship not otherwise shared by others within the surrounding area or vicinity

2. Exceptional or Extraordinary Circumstances – That there are exceptional or extraordinary circumstances or conditions applicable to the property involved or to the intended use of the property which do not apply generally to other properties in the vicinity and under the same zoning classification.

   FACT: The project site includes a rocky hilltop with topography that varies from level to sloping with substantial rock outcroppings. The project design is consistent with General Plan and Municipal Code guidelines regarding protection of slopes, ridgelines and rock outcroppings. The result is a developable portion of the site that is irregular in shape which poses challenges when designing the project to meet required parking lot landscape, required parking and required covered parking requirements. As an affordable apartment project, a reduced parking calculation is permitted. The 141 unit affordable apartment project as designed, provides required parking for the proposed unit mix of 1, 2 and 3 bedroom units. The proposed reduction in covered parking for 3 bedroom units allows for a design that is more open and which satisfies required parking lot landscape and overall parking requirements. There are exceptional or extraordinary circumstances or conditions applicable to the property involved which do not apply generally to other properties in the vicinity and under the same zoning classification.

3. Deprive the Applicant of Privileges – That strict or literal interpretation and enforcement of the specified regulation would deprive the applicant of privileges enjoyed by the owners of other properties in the vicinity and under the same zoning classification.

FACT: The project site includes a rocky hilltop with topography that varies from level to sloping with substantial rock outcroppings. The project design is consistent with General Plan and Municipal Code guidelines regarding protection of slopes, ridgelines and rock outcroppings. The result is a developable portion of the site that is irregular in shape which poses challenges when designing the project to meet required parking lot landscape, required parking and required covered parking requirements. As an affordable apartment project, a reduced parking calculation is permitted. The 141 unit affordable apartment project as designed, provides required parking for the proposed unit mix of 1, 2 and 3 bedroom units. The proposed reduction in covered parking for 3 bedroom units allows for a design that is more open and which satisfies required parking lot landscape and overall parking requirements. Strict enforcement of the required covered parking requirement for 3 bedroom units would deprive the applicant of privileges enjoyed by other property owners in the vicinity or under the same zoning classification.

4. A Grant of Special Privilege – That the granting of the variance will not constitute a grant of special privilege inconsistent with the limitations on other properties in the vicinity and under the same zoning classification.

   FACT: Approval of the variance would not constitute a grant of special privilege inconsistent with the limitations on other properties in the vicinity and under the same zoning classification. There are no other properties in the vicinity of the project or under the same zoning classification which also share the same site constraints (unique buildable parcel area and topography).

5. Health, Safety and Welfare – That the granting of the variance will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity; and

   FACT: The granting of a variance would allow for a reduced covered parking requirement for 3 bedroom units. Total required parking would still be provided per the City's Municipal Code. The project as proposed will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.

6. Conformance with General Plan Policies – That the granting of a variance is consistent with the objectives and policies of the general plan and the intent of this title.

   FACT: The granting of the variance is consistent with the objectives and policies of the General Plan and the intent of the Municipal Code. The

project design is consistent with General Plan and Municipal Code guidelines regarding protection of slopes, ridgelines and rock outcroppings. The result is a developable portion of the site that is irregular in shape which poses challenges when designing the project to meet required parking lot landscape, required parking and required covered parking requirements. If the standard requirement for covered parking for the 3 bedroom units is not reduced, this will result in a reduction in parking lot landscape and potentially total required parking. The reduction in covered parking is also consistent with Objective 8.9 of the City's Housing Element which encourages a review of parking standards for multi-family 3 and 4 bedroom units, including covered parking requirements to determine if reductions are appropriate. The variance will provide for equity in the use of the project site, and will prevent unnecessary hardships that might result from a strict or literal interpretation and enforcement of certain regulations.

BE IT FURTHER RESOLVED that the City Council of the City of Moreno Valley HEREBY APPROVES Resolution No. 2013-_____ approving P13-029.

APPROVED AND ADOPTED this 11th day of June 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-41 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00206517

RESOLUTION NO. 2013-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PLOT PLAN APPLICATION NO. PA13-0006 TO DEVELOP A 141 UNIT AFFORDABLE APARTMENT PROJECT ON APPROXIMATELY 10 ACRES LOCATED AT THE SOUTHEAST CORNER OF ALESSANDRO BOULEVARD AND LASSELLE STREET (ASSESSOR'S PARCEL NUMBER 486-280-044 AND A PORTION OF -043).

Section 1:

WHEREAS, the applicant, Rancho Belago Developers, Inc., filed Application No. PA13-0006, requesting approval of a Plot Plan for a 141 unit affordable apartment project, as described in the title of this resolution; and

WHEREAS, on May 23, 2013, the Planning Commission of the City of Moreno Valley held a public hearing to consider the subject application and all of the environmental documentation prepared for the project and recommended City Council approval; and

WHEREAS, on June 11, 2013, the City Council of the City of Moreno Valley held a public hearing to consider the subject application and all of the environmental documentation prepared for the project; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, the City Council considered the initial study prepared for the project for the purpose of compliance with the California Environmental Quality Act (CEQA). Based on the initial study, it was determined that the project will not have a significant effect and approval of a Mitigated Negative Declaration is recommended.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this City Council during the above-referenced meeting, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.

FACT: The General Plan encourages a range of housing types with common amenities and open space. The affordable housing project is consistent with Objective 8.9 of the City's Housing Element which encourages the creation of affordable housing. The project as designed and conditioned would achieve the objectives of the City of Moreno Valley's General Plan. The related General Plan Amendment and Zone Change to establish a mix of residential land use and open space results in a residential density that is appropriate for the area and protection for the slopes and rock outcroppings that is consistent with the General Plan, and does not conflict with its goals, objectives, policies and programs.

2. Conformance with Zoning Regulations – The proposed use complies with all applicable zoning and other regulations.

   FACT: Subject to approval of related Variance application P13-029, the project as designed and conditioned is in compliance with all applicable provisions of the City's Municipal Code.

3. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

   FACT: The proposed plot plan as designed and conditioned will not adversely affect the public health, safety or general welfare. An initial study of the potential environmental impacts of the amendment has been completed in accordance with the provisions of the California Environmental Quality Act (CEQA). A Mitigated Negative Declaration has been prepared, as there is no evidence that the proposed land use change will have a significant effect on public health or be materially injurious to surrounding properties or the environment as a whole.

4. Location, Design and Operation – The location, design and operation of the proposed project will be compatible with existing and planned land uses in the vicinity.

   FACT: The design of the proposed apartment project is consistent with the Design Guidelines and development standards of the City's Municipal Code. The proposed apartments are a permitted use in the proposed R30 zone. The operation of the proposed project will be consistent with the proposed R30 and Open Space zones. The project as designed and conditioned will be compatible with existing and planned land uses in the vicinity.

Section 2:

FEES, DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

1. FEES

Impact, mitigation and other fees are due and payable under currently applicable ordinances and resolutions. These fees may include but are not limited to: Development Impact Fee, Transportation Uniform Mitigation Fee (TUMF), Multi-species Habitat Conservation Plan (MSHCP) Mitigation Fee, Stephens Kangaroo Habitat Conservation fee, Underground Utilities in lieu Fee, Area Drainage Plan fee, Bridge and Thoroughfare Mitigation fee (Future) and Traffic Signal Mitigation fee. The final amount of fees payable is dependent upon information provided by the applicant and will be determined at the time the fees become due and payable.

Unless otherwise provided for by this resolution, all impact fees shall be calculated and collected at the time and in the manner provided in Chapter 3.32 of the City of Moreno Valley Municipal Code or as so provided in the applicable ordinances and resolutions. The City expressly reserves the right to amend the fees and the fee calculations consistent with applicable law.

2. DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

The adopted Conditions of Approval for PA13-0006, incorporated herein by reference, may include dedications, reservations, and exactions pursuant to Government Code Section 66020 (d) (1).

3. CITY RIGHT TO MODIFY/ADJUST; PROTEST LIMITATIONS

The City expressly reserves the right to establish, modify or adjust any fee, dedication, reservation or other exaction to the extent permitted and as authorized by law.

Pursuant to Government Code Section 66020(d)(1), NOTICE IS FURTHER GIVEN that the 90 day period to protest the imposition of any impact fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this resolution and any such protest must be in a manner that complies with Section 66020(a) and failure to timely follow this procedure will bar any subsequent legal action to attack, review, set aside, void or annul imposition.

The right to protest the fees, dedications, reservations, or other exactions does not apply to planning, zoning, grading, or other

similar application processing fees or service fees in connection with this project and it does not apply to any fees, dedication, reservations, or other exactions of which a notice has been given similar to this, nor does it revive challenges to any fees for which the Statute of Limitations has previously expired.

BE IT FURTHER RESOLVED that the City Council of the City of Moreno Valley HEREBY APPROVES Resolution No. 2013-_____ approving PA13-0006, subject to the attached conditions of approval included as Exhibit A.

APPROVED AND ADOPTED this 11th day of June 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-42 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL FOR PA13-0006
PLOT PLAN FOR A 141 UNIT AFFORDABLE APARTMENT PRJOECT
ASSESSOR'S PARCEL NUMBERS: 486-280-044 AND A PORTION OF -043

APPROVAL DATE:
EXPIRATION DATE:

_X_ Planning (P), including Building (B) School District (S), Post Office (PO),
_X_ Public Works, Land Development Division (LD)
_X_ Fire Prevention Bureau (F)
_X_ Public Works – Special Districts Division (SD)
_X_ Public Works – Transportation Engineering Division (TE)
_X_ Public Works – Moreno Valley Utilities (MVU)
___ Parks & Community Services (PCS)
_X_ Police (PD)
___ Other (Specify or Delete)

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Planning Division

For questions regarding any Planning condition of approval, please contact the Planning Division at (951) 413-3206.

P1. Approval of Plot Plan PA13-0006 is subject to approval of General Plan Amendment application PA13-0008, Zone Change application PA13-0007, and Variance application P13-029.

P2. Plot Plan PA13-0006 has been approved for development of a 141 unit affordable apartment project on a site of approximately 10 acres. A change or modification shall require separate approval.

P3. A mitigation monitoring fee, as provided by City ordinance, shall be paid by the applicant within 30 days of project approval. No City permit or approval shall be issued until such fee is paid. (CEQA)

P4. The design of all swales and basins that are visible from the public right-of-way shall be integrated with the surrounding landscape areas.

General Conditions

P5. This approval shall expire three years after the approval date of this project unless used or extended as provided for by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever. Use means the beginning of substantial construction contemplated by this approval within the three-year period, which is thereafter pursued to completion, or the beginning of substantial utilization contemplated by this approval. (MC 9.02.230)

P6. The site shall be developed in accordance with the approved plans on file in the Community & Economic Development Department - Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the Planning Official. (MC 9.14.020)

P7. The developer, or the developer's successor-in-interest, shall be responsible for maintaining any undeveloped portion of the site in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)

P8. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)

P9. A drought tolerant, low water using landscape palette shall be utilized throughout the project.

P10. Any signs indicated on the submitted plans are not included with this approval. Any signs**, whether permanent (e.g. wall, monument) or temporary (e.g. banner, flag),** proposed for this development shall be designed in conformance with the sign provisions of the Development Code or approved sign program, if applicable, and shall require separate application and approval by the Planning Division. **No signs are permitted in the public right of way.** (MC 9.12)

Prior to Issuance of Grading Permits

P11. (GP) All site plans, grading plans, landscape and irrigation plans, fence/wall plans, lighting plans and street improvement plans shall be coordinated for consistency with this approval.

P12. (GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative

measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community & Economic Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

If human remains are discovered**, no further disturbance shall occur until** the County Coroner **has made necessary findings as to origin**. If **the County Coroner** determine**s** that the remains are potentially Native American, the California Native American Heritage Commission **shall be contacted within a reasonable timeframe to identify the "most likely descendant." The "most likely descendant" shall then make recommendations, and engage in consultations concerning the treatment of the remains (California Public Resources Code 5097.98).** (GP Objective 23.3, CEQA).

P13. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephens' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)

P14. (GP) Prior to approval of any grading permits, final median enhancement/landscape/irrigation plans shall be submitted to the Planning Division, and Public Works Department – Special Districts for review and approval by each division. (GP - Circulation Master Plan) Timing of installation shall be determined by PW - Special Districts.

P15. (GP) Prior to approval of any grading permit~~s~~, plans for any security gate system shall be submitted to the Planning Division for review and approval.

P16. (GP) Within thirty (30) days prior to any grading or other land disturbance, a pre-construction survey for Burrowing Owls shall be conducted pursuant to the established guidelines of Multiple Species Habitat Conservation Plan.

P17. (GP) Prior to issuance of any grading permits, rock outcroppings or aesthetic features shall be identified on the grading plans as preserved in place, relocated, transplanted or otherwise protected. Features to be protected shall be identified and designated on the grading plan. (DG)

P18. The owner or owner's representative shall establish and maintain a relationship with the City of Moreno Valley and cooperate with the Problem Oriented Policing (POP) program, or its successors.

P19. (GP) At grade decorative concrete shall be used to delineate pedestrian pathways across circulation aisles/paths within the drive aisles throughout the development to connect dwellings with open spaces and/or

recreational uses and/or the public right-of-way. The pathways shall be shown on the precise grading plan. Accessible pedestrian pathways interior to the site cannot be painted. If delineation is necessary, then an alternative material is required. (GP Objective 46.8, DG)

P20. (GP) Prior to the issuance of building permits, the site plan shall show decorative concrete pavers or decorative concrete for all driveway ingress/egress locations of the project and for the drive aisle segment between Buildings 3A and 7.

P21. (GP) Prior to issuance of grading permits, the developer shall submit wall/fence plans to the Planning Division for review and approval as follows:

A. A maximum 6 foot high tubular steel fence shall be required at the property line, for all flat portions of the site outside of slopes, to separate the project from adjacent Open Space areas.

B. Any proposed retaining walls shall be constructed with decorative block or treated with stucco to match the apartments.

P22. (GP) Prior to issuance of any grading permits, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein. The following mitigation measures must be addressed prior to issuance of grading permits:

<u>Cultural Resources:</u>

MM CUL-1 Prior to the issuance of a grading permit, the Project Applicant shall provide evidence to the City of Moreno Valley that a Cultural Resources Monitoring Agreement has been secured for qualified Tribal representatives and that a professional archaeological monitor has been retained by the Applicant to conduct monitoring of all mass grading and trenching activities and has the authority to temporarily halt and redirect earthmoving activities in the event that suspected archaeological resources are unearthed during Project construction. The Project Archaeologist and Tribal representatives shall attend the pre-grading meeting with the City and contractors to explain and coordinate the requirements of the monitoring program.

MM CUL-2 Prior to the issuance of a grading permit, the Applicant shall provide evidence to the City of Moreno Valley that appropriate Native American representative(s), Project Archaeologist and the Tribal representative(s) shall be allowed to monitor and have received a minimum of 30 days advance notice of all mass grading and trenching activities. During grading and trenching operations, the Tribal representatives and the project archaeological monitor shall observe all mass grading and trenching activities per the Cultural Resources Monitoring Agreement. If the Tribal representatives suspect that an

archaeological resource may have been unearthed, the archaeologist or the tribal representative shall immediately halt and redirect grading operations in a 100-foot radius around the find to allow identification and evaluation of the suspected resource. In consultation with the appropriate Native American Tribe(s), the archaeological monitor shall evaluate the suspected resource and make a determination of significance pursuant to California Public Resources Code Section 21083.2.

MM CUL-3 If a significant archaeological resource(s) is discovered on the property, ground disturbing activities shall be suspended 100 feet around the resource(s). The archaeological monitor and representatives of the appropriate Native American Tribe(s), the Project Applicant, and the City Planning Division shall confer regarding mitigation of the discovered resource(s). A treatment plan and/or preservation plan shall be prepared and by the archaeological monitor and reviewed by representatives of the appropriate Native American Tribe(s), the Project Applicant, and the City Planning Division and implemented by the archaeologist to protect the identified archaeological resource(s) from damage and destruction. The landowner shall relinquish ownership of all archaeological artifacts that are of Native American origin found on the Project site to the culturally affiliated Native American tribe(s) for proper treatment and disposition. A final report containing the significance and treatment findings shall be prepared by the archaeologist and submitted to the City Planning Division, the appropriate Native American tribe(s), and the Eastern Information Center at the University of California, Riverside. All cultural material collected during the grading monitoring program and from any previous archaeological studies or excavations on the project site shall be curated according to the current professional repository standards and may include the Pechanga Bands curatorial facility.

MM CUL-4 Prior to grading permit issuance, the City shall verify that the following note is included on the Grading Plan:

"If any suspected archaeological resources are discovered during ground-disturbing activities and the archaeological monitor or Tribal representatives are not present, the construction supervisor is obligated to halt work in a 100-foot radius around the find and call the project archaeologist and the Tribal representatives to the site to assess the significance of the find."

MM CUL-5 Prior to grading permit issuance, the City shall verify that the following note is included on the Grading Plan:

"If any suspected paleontological resources are discovered during ground-disturbing activities, the construction supervisor is obligated to halt work in a 100-foot radius around the find and call a qualified paleontologist to the site to assess the significance of the find. A qualified paleontologist shall evaluate the suspected resource. If the paleontologist determines that the find is not unique, construction shall be permitted to proceed. However, if the paleontologist

determines that further information is needed to evaluate significance, the City of Moreno Valley shall be notified and a treatment plan shall be prepared and implemented in consultation with the City to protect the identified paleontological resource(s) from damage and destruction."

MM CUL-6 If human remains are encountered, California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the Riverside County Coroner has made the necessary findings as to origin. Further, pursuant to California Public Resources Code Section 5097.98(b), remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made by the Coroner. If the Riverside County Coroner determines the remains to be Native American, the California Native American Heritage Commission must be contacted within 24 hours. The Native American Heritage Commission must then immediately notify the "most likely descendant(s)" of receiving notification of the discovery. The most likely descendant(s) shall then make recommendations within 48 hours, and engage in consultations concerning the treatment of the remains as provided in Public Resources Code §5097.98.

MM CUL-7 There are recorded archaeological sites within the vicinity of the Project, but no recorded archaeological sites within the Project boundaries. Prior to construction of the project, the developer shall coordinate with the City on a fence plan to restrict movement from the project site onto off-site resources on the adjacent parcel (APN 486-280-043) to reduce potential impacts by non-construction activities on recorded off-site archaeological resources. If the project limits are determined to include recorded archaeological sites that are outside of areas proposed for development, then, given the sensitivity of these resources and the potential for their impact by non-construction activities, a long-term preservation plan for the protection of these cultural resources will be prepared and executed between the appropriate Native American Tribe and the Project Applicant. The sites that will be included in the preservation plan shall include but not be limited to CA-RIV-857, CA-RIV-3159, CA-RIV-3341 and CA-RIV-3342. The Preservation Plan must, at a minimum, include provisions for allowable activities, if any, around the cultural resources; what kinds of protective measures will be put in place (i.e., appropriate fencing, use of native plants and other methods that are acceptable to all parties); the roles of each party with respect to the maintenance and protection of the resources and any surrounding landscaping; methods of addressing nuisance concerns and potential vandalism; and any other provisions necessary for the protection of these cultural resources in perpetuity.

Slope Stability

MM LD-1 Cut slopes in rock can be excavated at 1:1, but colluvium shall be sloped back at 2:1.

MM LD-2 Cut slopes to be mapped upon exposure to confirm wedge analysis results.

MM LD-3 Further evaluation of boulders identified as having the potential to be unstable shall be conducted prior to site grading.

MM LD-4 Loose boulders identified on the map or during grading shall be removed or stabilized.

MM LD-5 Erosion control such as plants or jute netting shall be installed on cut slopes.

PRIOR TO BUILDING PERMITS

P23. Prior to issuance of any building permits, the applicant shall provide evidence guaranteeing the project's long term affordability consistent with Municipal Code requirements.

P24. (BP) Prior to issuance of building permits, the Planning Division shall review and approve the location and method of enclosure or screening of transformer cabinets, commercial gas meters and back flow preventers as shown on the final working drawings. Location and screening shall comply with the following criteria: transformer cabinets and commercial gas meters shall not be located within required setbacks and shall be screened from public view either by architectural treatment or landscaping; multiple electrical meters shall be fully enclosed and incorporated into the overall architectural design of the building(s); back-flow preventers shall be screened by landscaping. (GP Objective 43.30, DG)

P25. (BP) Prior to issuance of building permits, screening details shall be addressed on plans for roof top equipment and trash enclosures submitted for Planning Division review and approval. All equipment shall be completely screened so as not to be visible from public view, and the screening shall be an integral part of the building. For trash enclosures, landscaping shall be included on at least three sides. The trash enclosure, including any roofing, shall be compatible with the architecture for the building(s). (GP Objective 43.6, DG)

P26. (BP) Prior to issuance of building permits, two copies of a detailed, on-site, computer generated, point-by-point comparison lighting plan, including exterior building, parking lot, and landscaping lighting, shall be submitted to the Planning Division for review and approval. The lighting plan shall be generated on the plot plan and shall be integrated with the final landscape plan. The plan shall indicate the manufacturer's specifications for light fixtures used and shall include style, illumination, location, height and method of shielding. The lighting shall be designed in such a manner so that it does not exceed 0.25 foot candles illumination within five feet of a property line. The lighting level for all parking lots or structures shall be a minimum coverage of one foot-candle of light with a

maximum of eight foot-candles. After the third plan check review for lighting plans, an additional plan check fee will apply. (MC 9.08.100, DG)

P27. (BP) Prior to issuance of building permits, the developer or developer's successor-in-interest shall pay all applicable impact fees, including but not limited to the City's adopted Development Impact Fees. (Ord)

P28. (BP) Prior to issuance of building permits, for multi-family projects that will be phased, a phasing plan application shall be submitted to the Planning Division for approval, if occupancy is proposed to be phased.

P29. (BP) Prior to issuance of any building permits, final landscaping and irrigation plans shall be submitted for review and approved by the Planning Division. After the third plan check review for landscape plans, an additional plan check fee shall apply. The plans shall be prepared in accordance with the City's Landscape Standards and shall include:

A. Finger and end planters with required step outs and curbing shall be provided every 12 parking stalls as well as at the terminus of each aisle.
B. Drought tolerant landscape shall be used. Sod shall be limited to gathering areas.
C. Street trees shall be provided every 40 feet on center in the right of way.
D. On-site trees shall be planted at an equivalent of one (1) tree per thirty (30) linear feet of the perimeter of a parking lot and per thirty linear feet of a building dimension for the portions of the building visible from a parking lot or right of way. Trees may be massed for pleasing aesthetic effects.
E. Enhanced landscaping shall be provided at all driveway entries and street corner locations
F. The review of all utility boxes, transformers etc. shall be coordinated to provide adequate screening from public view.
G. Landscaping on three sides of any trash enclosure.
H. All site perimeter and parking lot landscape and irrigation shall be installed prior to the release of certificate of any occupancy permits for the site or phase in question.

P30. (BP) Prior to the issuance of building permits, elevation plans for trash enclosures shall be provided that include decorative enhancements such as an enclosed roof and other decorative features that are consistent with the architecture of the proposed buildings on the site, subject to the approval of the Planning Division.

P31. (BP) Prior to the issuance of building permits, the plot plan shall include decorative concrete pavers for all driveway ingress/egress locations for the project.

P32. (BP) Prior to the issuance of building permits, the building plans shall reference the use of stone treatments on the patio enclosure walls at the corner of Building 1 and the pilasters and caps for the fence and gates at the Alessandro Boulevard entrance.

PRIOR TO CERTIFICATE OF OCCUPANCY

P33. (CO) Prior to issuance of Certificates of Occupancy or building final, the required landscaping and irrigation shall be installed. (MC 9.03.040)

P34. (CO) Prior to the issuance of Certificates of Occupancy or building final, all required and proposed fences and walls shall be constructed according to the approved plans on file in the Planning Division. (MC 9.080.070).

P35. (BP/CO) Prior to issuance of Certificate of Occupancy or building final, installed landscaping and irrigation shall be inspected by the Planning Division. All on-site and common area landscaping shall be installed in accordance with the City's Landscape Standards and the approved project landscape plans and all site clean-up shall be completed. All site perimeter and parking lot landscape and irrigation shall be installed prior to the release of certificate of any occupancy permits for the site or phase in question.

Building and Safety Division

B1. The above project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as city ordinances. All new projects shall provide a soils report as well. Plans shall be submitted to the Building Department as a separate submittal. The 2010 edition of the California Codes became effective for all permits issued after January 1, 2011.

B2. Prior to final inspection, all plans will be placed on a CD Rom for reference and verification. Plans will include "as built" plans, revisions and changes. The CD will also include Title 24 energy calculations, structural calculations and all other pertinent information. It will be the responsibility of the developer and or the building or property owner(s) to bear all costs required for this process. The CD will be presented to the Building and Safety Division for review prior to final inspection and building occupancy. The CD will become the property of the Moreno Valley Building and Safety Division at that time. In addition, a site plan showing the path of travel from public right of way and building to building access with elevations will be required.

B3. (BP) Prior to the issuance of a building permit, the applicant shall submit a properly completed "Waste Management Plan" (WMP), as required, to the Compliance Official (Building Official) as a portion of the building or demolition permit process.

B4. (BP) Prior to the issuance of a building permit, show on the plans that no gutter, drainage feature, swale or other deviation in the flat level surface at the accessible parking spaces exists within and for a minimum four foot extension beyond the outer dimensions of the parking space, loading zone and path of travel.

SCHOOL DISTRICT

S1. (BP) Prior to issuance of building permits, the developer shall provide to the Community Development Director a written certification by the affected school district that either: (1) the project has complied with the fee or other exaction levied on the project by the governing board of the district, pursuant to Government Code Section 65996; or (2) the fee or other requirement does not apply to the project.

UNITED STATES POSTAL SERVICE

PO1. (BP) Prior to the issuance of building permits, the developer shall contact the U.S. Postal Service to determine the appropriate type and location of mailboxes.

Land Development Division

The following are the Community & Economic Development Department – Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Community & Economic Development Department – Land Development Division.

General Conditions

LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City's Municipal Code (MC)

LD2. (G) The developer shall dedicate right-of-way by separate instrument. The City Engineer may require the construction of necessary utilities, streets or other improvements beyond the project boundary, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public.

LD3. (G) It is understood that the plot plan correctly shows all existing easements, traveled ways, and drainage courses, and that their omission may require the map or plans associated with this application to be resubmitted for further consideration. (MC 9.14.040)

LD4. (G) If improvements associated with this project are not initiated within two years of the date of approval of the Public Improvement Agreement, the City Engineer may require that the improvement cost estimate associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the Public Improvement Agreement or issuance of a permit.

LD5. (G) The developer shall monitor, supervise and control all construction and construction supportive activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:

(a) Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.

(b) Observance of working hours as stipulated on permits issued by the Land Development Division.

(c) The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.

(d) All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements shall be adhered to during the grading operations.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

LD6. (G) A detailed drainage study shall be submitted to the City Engineer for review and approval at the time of any improvement or grading plan submittal. The study shall be prepared by a registered civil engineer and shall include existing and proposed hydrologic conditions. Hydraulic calculations are required for all drainage control devices and storm drain lines. (MC 9.14.110). Prior to approval of the related improvement or grading plans, the developer shall submit the approved drainage study, on compact disk, in (.pdf) digital format to the Land Development Division of the Community and Economic Development Department.

LD7. (G) Prior to final map approval, commencing applicable street improvements, or obtaining the first building permit, the developer shall enter into a Transportation Uniform Mitigation Fee (TUMF) Improvement Credit Agreement to secure credit and reimbursement for the construction of applicable improvements. If the developer fails to complete this agreement by the timing as specified above, no credits or reimbursements will be given for any work. Prior to approval of the TUMF Improvement Credit Agreement, an approved engineer's cost estimate and street improvement plan are required.

LD8. (G) The final conditions of approval issued by the Planning Division subsequent to Planning Commission approval shall be photographically or electronically placed on mylar sheets and included in the Grading and Street Improvement plan sets on twenty-four (24) inch by thirty-six (36) inch mylar and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field during grading and construction.

Prior to Grading Plan Approval or Grading Permit

LD9. (GPA) Prior to approval of the grading plans, plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD10. (GPA) Prior to approval of grading plans, the developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:

a. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the City Engineer, lot lines shall be located at the top of slopes.

b. Any grading that creates cut or fill slopes adjacent to the street shall provide erosion control, sight distance control, and slope easements as approved by the City Engineer.

c. A grading permit shall be obtained from the Community and Economic Development Department Land Development Division prior to commencement of any grading outside of the City maintained road right-of-way.

d. All improvement plans are substantially complete and appropriate clearance and at-risk letters are provided to the City. (MC 9.14.030)

e. The developer shall submit a soils and geologic report to the Community and Economic Development Department – Land Development Division. The report shall address the soil's stability and geological conditions of the site.

LD11. (GPA) Prior to grading plan approval, the developer shall select and implement treatment control best management practices (BMPs) that are medium to highly effective for treating Pollutants of Concern (POC) for the project. Projects where National Pollution Discharge Elimination System (NPDES) mandates water quality treatment control best management practices (BMPs) shall be designed per the City of Moreno Valley guidelines or as approved by the City Engineer.

LD12. (GPA) Prior to approval of the grading plans for projects that will result in discharges of storm water associated with construction with a soil disturbance of one or more acres of land, the developer shall submit a Notice of Intent (NOI) and obtain a Waste Discharger's Identification number (WDID#) from the State Water Quality Control Board (SWQCB). The WDID# shall be noted on the grading plans prior to issuance of the first grading permit.

LD13. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall submit two (2) copies of the final project-specific Water Quality Management Plan (WQMP) for review by the City Engineer that :

a. Addresses Site Design Best Management Practices (BMPs) such as minimizing impervious areas, maximizing permeability, minimizes directly connected impervious areas to the City's street and storm drain systems, and conserves natural areas;
b. Incorporates Source Control BMPs and provides a detailed description of their implementation;
c. Incorporates Treatment Control BMPs and provides information regarding design considerations;
d. Describes the long-term operation and maintenance requirements for BMPs requiring maintenance; and
e. Describes the mechanism for funding the long-term operation and maintenance of the BMPs.

A copy of the final WQMP template can be obtained on the City's Website or by contacting the Land Development Division of the Community and

Economic Development Department. **The final WQMP submittal shall include payment of fee as set by the City for review of the final WQMP.**

LD14. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall record a "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," to provide public notice of the requirement to implement the approved final project-specific WQMP and the maintenance requirements associated with the WQMP.

A boilerplate copy of the "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," can be obtained by contacting the Land Development Division of the Community and Economic Development Department.

LD15. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall secure approval of the final project-specific WQMP from the City Engineer. The final project-specific WQMP shall be submitted at the same time of grading plan submittal. The approved final WQMP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format prior to grading plan approval.

LD16. (GPA) Prior to the grading plan approval, or issuance of a building permit as determined by the City Engineer, the approved final project-specific WQMP shall be incorporated by reference or attached to the project's Storm Water Pollution Prevention Plan as the Post-Construction Management Plan.

LD17. (GPA) Prior to grading plan approval, the developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the state's Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at the project site and be available for review upon request. The SWPPP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format.

LD18. (GPA) Prior to the approval of the grading plans, the developer shall pay applicable remaining grading plan check fees.

LD19. (GP) Prior to issuance of a grading permit, or building permit when a grading permit is not required, for projects that require a project-specific Water Quality Management Plan (WQMP), a project-specific final WQMP (F-WQMP) shall be approved. Upon approval, a WQMP Identification Number is issued by the Storm Water Management Section and shall be noted on the rough grading plans as confirmation that a project-specific F-WQMP approval has been obtained.

LD20. (GP) Prior to issuance of a grading permit, if the fee has not already been paid prior to map approval or prior to issuance of a building permit if a grading permit is not required, the developer shall pay Area Drainage Plan (ADP) fees. The

developer shall provide a receipt to the City showing that ADP fees have been paid to Riverside County Flood Control and Water Conservation District. (MC 9.14.100)

LD21. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the completion of the grading required as a condition of approval of the project.

LD22. (GP) Prior to issuance of a grading permit, the developer shall pay the applicable grading inspection fees.

Prior to Improvement Plan Approval or Construction Permit

LD23. (IPA) Prior to approval of the improvement plans, the improvement plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD24. (IPA) Prior to approval of the improvement plans, the developer shall submit clearances from all applicable agencies, and pay all outstanding plan check fees. (MC 9.14.210)

LD25. (IPA) All public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer in order for the Public Improvement Agreement and accompanying security to be executed.

LD26. (IPA) Prior to approval of the improvement plans, securities and a public improvement agreement shall be required to be submitted and executed as a guarantee of the completion of the improvements required as a condition of approval of the project.

LD27. (IPA) The street improvement plans shall comply with all applicable City standards and the following design standards throughout this project:

a. Corner cutbacks in conformance with City Standard 208 shall be shown on the final map or, if no map is to be recorded, offered for dedication by separate instrument.

LD28. (IPA) Prior to approval of the improvement plans, the plans shall indicate any restrictions on trench repair pavement cuts to reflect the City's moratorium on disturbing newly-constructed pavement less than three years old and recently slurry sealed streets less than one year old. Pavement cuts for trench repairs may be allowed for emergency repairs or as specifically approved in writing by the City Engineer.

LD29. (IPA) Prior to approval of the improvement plans, the developer is required to bring any existing access ramps adjacent to and fronting the project to current ADA (Americans with Disabilities Act) requirements. However, when work is required in an intersection that involves or impacts existing access ramps, those access ramps in that intersection shall be retrofitted to comply with current ADA requirements, unless approved otherwise by the City Engineer.

LD30. (CP) All work performed within the City right-of-way requires a construction permit. As determined by the City Engineer, security may be required for work within the right-of-way. Security shall be in the form of a cash deposit or other approved means. The City Engineer may require the execution of a public improvement agreement as a condition of the issuance of the construction permit. All inspection fees shall be paid prior to issuance of construction permit. (MC 9.14.100)

LD31. (CP) Prior to issuance of a construction permit, all public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer.

LD32. (CP) Prior to issuance of construction permits, the developer shall submit all improvement plans on compact disks, in (.dxf) digital format to the Land Development Division of the Community and Economic Development Department.

LD33. (CP) Prior to issuance of construction permits, the developer shall pay all applicable inspection fees.

Prior to Building Permit

LD34. (BP) Prior to issuance of building permits for non-subdivision projects, all street dedications shall be irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer. All dedications shall be free of all encumbrances as approved by the City Engineer.

LD35. (BP) Prior to issuance of building permits for non-subdivisions, security shall be required to be submitted as a guarantee of the completion of the improvements required as a condition of approval of the project. A public improvement agreement will be required to be executed.

LD36. (BP) Prior to issuance of a building permit, all pads shall meet pad elevations per approved plans as noted by the setting of "Blue-top" markers installed by a registered land surveyor or licensed engineer.

Prior to Certificate of Occupancy

LD37. (CO) Prior to issuance of the last certificate of occupancy or building final, the developer shall pay all outstanding fees.

LD38. (CO) Prior to issuance of a certificate of occupancy, this project is subject to requirements under the current permit for storm water activities required as part of the National Pollutant Discharge Elimination System (NPDES) as mandated by the Federal Clean Water Act. In compliance with Proposition 218, the developer shall agree to approve the City of Moreno Valley NPDES Regulatory Rate Schedule that is in place at the time of certificate of occupancy issuance. Following are the requirements:

a. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required continuous operation, maintenance, monitoring system evaluations and enhancements, remediation and/or replacement, all in accordance with Resolution No. 2002-46.
   i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process; or
   ii. Establish an endowment to cover future City costs as specified in the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule.

b. Notify the Special Districts Division of the intent to request building permits 90 days prior to their issuance and the financial option selected. The financial option selected shall be in place prior to the issuance of certificate of occupancy. (California Government Code & Municipal Code)

LD39. (CO) The City of Moreno Valley has an adopted Development Impact Fee (DIF) nexus study. All projects unless otherwise exempted shall be subject to the payment of the DIF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD40. (CO) The City of Moreno Valley has an adopted area wide Transportation Uniform Mitigation Fee (TUMF). All projects unless otherwise exempted shall be subject to the payment of the TUMF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD41. (CO) Prior to issuance of a certificate of occupancy or building final, the developer shall construct all public improvements in conformance with applicable City standards, except as noted in the Special Conditions, including but not limited to the following applicable improvements:

a. Street improvements including, but not limited to: pavement, base, curb and/or gutter, sidewalks, drive approaches, pedestrian ramps, street lights, signing, striping, under sidewalk drains, landscaping and irrigation, medians, pavement tapers/transitions and traffic control devices as appropriate.

b. Sewer and water systems including, but not limited to: sanitary sewer, potable water and recycled water.

LD42. (CO) Prior to issuance of a certificate of occupancy or building final, all existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Moreno Valley ordinances. (MC 9.14.130)

LD43. (CO) Prior to issuance of a certificate of occupancy or building final, the applicant shall ensure the following, pursuant to Section XII. I. of the 2010 NPDES Permit:

a. Field verification that structural Site Design, Source Control and Treatment Control BMPs are designed, constructed and functional in accordance with the approved Final Water Quality Management Plan (WQMP)
b. Certification of best management practices (BMPs) from a state licensed civil engineer. An original WQMP BMP Certification shall be submitted to the City for review and approval.

Prior to Acceptance of Streets into the City Maintained Road System

LD44. (AOS) Aggregate slurry, as defined in Section 203-5 of Standard Specifications for Public Works Construction, may be required just prior to the end of the one-year warranty period of the public streets at the discretion of the City Engineer. If slurry is required, the developer/contractor must provide a slurry mix design submittal for City Engineer approval. The latex additive shall be Ultra Pave 70 (for anionic – per project geotechnical report) or Ultra Pave 65 K (for cationic – per project geotechnical report) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2½) parts to one-hundred (100) parts of emulsion by volume. Any existing striping shall be removed prior to slurry application and replaced per City standards.

Special Conditions

LD45. **The following project engineering design plans (24"x36" sheet size) shall be submitted for review and approval as well as additional plans deemed necessary by the City during the plan review process:**

a. Rough Grading Plan
b. Precise Grading Plan

c. **Street Improvement Plan**
d. **Signing and Striping Plan**
e. **Traffic Control Plan**
f. **Final Drainage Study**
g. **Final WQMP**
h. **Lot Line Adjustment**
i. **As-Built Plans of all "plans" listed above. In addition, As-Built Plan of Borrow Site Plan.**

LD46. **Prior to rough grading plan approval, the following offers of dedication shall be submitted for review and approval:**

a. **A 7-foot right-of-way dedication on the south side of Alessandro Boulevard along the north project boundary.**
b. **A 7-foot right-of-way dedication on the east side of Lasselle Street along the west project boundary between the proposed driveway approach and Alessandro Boulevard.**
c. **A 2-foot pedestrian access easement along the north project boundary for that portion of curb separated sidewalk to be located beyond proposed right-of-way.**
d. **A 4-foot pedestrian right-of-way dedication behind driveway approaches per City Standard 118C on Alessandro Boulevard and Lasselle Street.**
e. **Additional right-of-way for a corner cutback at the southeast corner of Alessandro Boulevard and Lasselle Street per City Standard 208.**
f. **Additional right-of-way for a bus bay per City Standard 121.**

LD47. **Prior to rough grading plan approval, this project shall submit for review and approval a lot line adjustment for the intention of adjusting the common lot line between APNs 486-280-043 and 486-280-044 required in order to include the proposed desilting basin within the project boundary.**

LD48. **Prior to building permit issuance, this project shall record the lot line adjustment mentioned in condition of approval LD49.**

LD49. **Prior to rough grading plan approval, the developer shall incorporate into the plan the recommendations made in the document prepared by LOR Geotechnical Group, Inc. titled "Slope Stability Assessment, Proposed 1:1 (horizontal to vertical) Cut Slope, Proposed Multi-Family Development, SEC Alessandro Boulevard and Lasselle Street, Moreno Valley, California" dated November 2, 2012 as revised on April 10, 2013 including those conditions of approval provided by the City's consultant, Langan Engineering and Environmental Services, Inc., in a letter dated April 16, 2013. These conditions of approval are listed below for convenience.**

a. **Cut slopes in rock can be excavated at 1:1, but colluvium should be sloped back at 2:1.**

b. **Cut slopes shall be mapped upon exposure to confirm wedge analysis results.**
c. **Loose boulders identified on the plans or during grading should be removed or stabilized.**
d. **Erosion control such as plants or jute netting should be installed on cut slopes.**

LD50. **Prior to rough grading plan approval, further evaluation of the rock fall potential of certain boulders identified as having the potential to be unstable should be conducted prior to site grading.**

LD51. **Prior to rough grading plan approval, the grading plan shall show a 2-foot bench upslope of the proposed reinforced concrete v-ditch, terrace drain.**

LD52. **Prior to rough grading plan approval, the proposed swale from the down drain to the desilting basin shall be constructed of reinforced concrete or as otherwise determined by the City Engineer.**

LD53. **Prior to precise grading plan approval, the grading plans shall show any proposed trash enclosure as dual bin; one bin for trash and one bin for recyclables. The trash enclosure shall be per City Standard Plan 627, modified to include a fully covered, solid roof.**

LD54. **Prior to precise grading plan approval, the plans shall show onsite concentrated flows being conveyed at the front of parking stalls, instead of down the middle of drive aisles or back of parking stalls, to the extent possible, as approved by the City Engineer.**

LD55. **Prior to precise grading plan approval, the plan shall show detail of proposed onsite drainages system connections to back of existing catch basins. The one hundred year storm flow hydraulic grade line of existing catch basins shall be shown on the plans to determine the need for additional onsite detention in order to ensure additional project drainage will not cause flooding within the public right-of-way.**

LD56. **Prior to issuance of a building permit, the Developer shall guarantee the construction of the following improvements by entering into a public improvement agreement and posting security. The improvements shall be completed prior to occupancy of the first building or as otherwise determined by the City Engineer.**

a. **Alessandro Boulevard, Divided Major Arterial, City Standard 101A Modified (134-foot RW / 110-foot CC) shall be constructed to half-width plus an additional 23 feet north of the centerline, along the entire project's north frontage. The standard street section is modified to accommodate a 6-foot wide curb separated sidewalk, set back from curb by 8 feet. A 7-foot right-of-way dedication on the south side of the**

street, along the project's north property line is required and shall be recorded by separate instrument. A 2-foot portion of sidewalk shall be within a pedestrian access easement, which shall be dedicated and located adjacent to and beyond the standard 12-foot wide parkway. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approach, raised landscape median, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, and dry and wet utilities.

b. **Lasselle Street, Arterial, City Standard 104A Modified (100-foot RW / 76-foot CC) shall be constructed to complete any improvements not constructed by the City's Lasselle Street Widening project. The standard is modified to accommodate varying half-street right-of-way widths along project frontage with only 3 feet instead of the standard 6 feet from back of sidewalk to proposed right-of-way. Improvements shall consist of, but not be limited to, sidewalk from the proposed project entrance to Alessandro Boulevard, driveway approach, connections to existing catch basins, street lights, pedestrian ramps, and dry and wet utilities. The applicant shall schedule a walk through with a Land Development Division Inspector to inspect existing improvements within public right-of-way along project frontage. The applicant will be required to install, replace and/or repair any missing, damaged or substandard improvements including handicap access ramps that do not meet current City standards.**

c. **Driveway approaches shall be constructed per City Standard No. 118C. The project plans shall show an additional 4-foot right-of-way dedication behind driveway approaches. No decorative pavers shall be placed within the public right-of-way.**

d. **Pavement core samples of existing pavement may be taken and findings submitted to the City for review and consideration of pavement improvements. The City will determine the adequacy of the existing pavement structural section. If the existing pavement structural section is found to be adequate, the developer may still be required to perform a one-tenth inch grind and overlay or slurry seal depending on the severity of existing pavement cracking, as required by the City Engineer. If the existing pavement section is found to be inadequate, the Developer shall replace the pavement to meet or exceed the City's pavement structural section standard.**

LD57. **In the Final WQMP, all bioretention basins shall be designed utilizing the approved final worksheets contained in the RCFC&WCD's *Design Handbook for Low Impact Development Best Management Practices*, dated September 2011 or later.**

LD58. **In the Final WQMP, all bioretention basins shall be shown on the WQMP Exhibit and their design volumes shall be calculated based on the RCFC&WCD's approved final worksheets.**

LD59. **The Applicant shall prepare and submit for approval a final, project-specific water quality management plan (F-WQMP) for PA13-0006 Boulder Ridge Family Apartments. The F-WQMP shall be consistent with the approved P-WQMP and the Special Project Conditions listed above, as well as in full conformance with the document; "*Water Quality Management Plan - A Guidance Document for the Santa Ana Region of Riverside County* dated October 22, 2012. At a minimum, the F-WQMP shall include the following: stormwater BMPs; LID principles; Source control BMPs; Operation and Maintenance requirements for BMPs; and sources of funding for BMP implementation.**

LD60. **The proposed LID BMP's as identified in the project-specific P-WQMP shall be incorporated into the Final WQMP.**

LD61. **The Applicant <u>has proposed to incorporate the use of bioretention basins.</u> Final design and sizing details of all BMPs must be provided in the first submittal of the F-WQMP, per the Special Project Conditions listed above. The Applicant acknowledges that more area than currently shown on the plans may be required to treat site runoff as required by the WQMP guidance document.**

LD62. **The NPDES notes per City Standard Drawing No. 711 shall be included in grading plans.**

LD63. **Stormwater BMPs, once placed into operation for post-construction water quality control, shall not be used to treat runoff from construction sites or unstabilized areas of the site.**

LD64. **The Applicant shall, prior to building or grading permit closeout or the issuance of a certificate of occupancy, demonstrate:**

a. That all stormwater BMPs have been constructed and installed in conformance with the approved plans and specifications;

b. That all stormwater BMPs described in the F-WQMP have been implemented in accordance with approved plans and specifications;

c. That the applicant is prepared to implement all non-structural BMPs included in the F-WQMP, conditions of approval, and building/grading permit conditions; and

d. That an adequate number of copies of the approved F-WQMP are available for the future owners/occupants of the project.

FIRE PREVENTION BUREAU

1. **The hydrant system on the public road shall be extended into this area.**
2. **The clearance between the structures is measured at the outermost extension of the buildings. There shall be a clear 30' access/separation for any structure that measures 35' or higher to its highest point and a minimum of 24' for all others.**
3. **Fire lane between buildings 3 and 7 shall be widened to either 24' or 30', depending on the size of the structure next to it.**
4. **This project is in the high fire severity zone and will have additional construction requirements.**
5. **Please complete and return attached fire flow letter. The following Standard Conditions shall apply.**

With respect to the conditions of approval, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.

F2. The Fire Prevention Bureau is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering __2250_ GPM for _4_ hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 507.3, Appendix B). **The 50% reduction in fire flow was granted for the use of fire sprinklers throughout the facility. The reduction shall only apply to fire flow, hydrant spacing shall be per the fire flow requirements listed in CFC Appendix B and C.**

F3. Industrial, Commercial, Multi-family, Apartment, Condominium, Townhouse or Mobile Home Parks. A combination of on-site and off-site super fire hydrants (6" x 4" x 2 ½" x 2 ½") and super enhanced fire hydrants (6" x 4" x 4" x 2 ½") shall not be closer than 40 feet and more than 150 feet from any portion of the building as measured along approved emergency vehicular travel ways. The required fire flow shall be available from any adjacent fire hydrant(s) in the system. Where

new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, super or enhanced fire hydrants as determined by the fire code official shall be provided at spacing not to exceed 500 feet of frontage for transportation hazards. (CFC 507.5.7 & MVMC 8.36.060 Section K)

F4. Maximum cul-de-sac or dead end road length shall not exceed 660 feet. The Fire Chief, based on City street standards, shall determine minimum turning radius for fire apparatus based upon fire apparatus manufacture specifications. (CFC 503.2, MVMC 9.15.030)

F5. During phased construction, dead end roadways and streets which have not been completed shall have a turn-around capable of accommodating fire apparatus. (CFC 503.2 and 503.2.5)

F6. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)

F7. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)

F8. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less than twenty–four (24) or thirty (30) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches. (CFC 503.2.1 and MVMC 8.36.060[E])

F9. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.060[G])

F10. If construction is phased, each phase shall provide an approved emergency vehicular access way for fire protection prior to any building construction. (CFC 501.4)

F11. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3)

F12. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5)

F13. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)

F14. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Fire Prevention Bureau for review. Plans shall:

a) Be signed by a registered civil engineer or a certified fire protection engineer;
b) Contain a Fire Prevention Bureau approval signature block; and
c) Conform to hydrant type, location, spacing of new and existing hydrants and minimum fire flow required as determined by the Fire Prevention Bureau.

After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.

Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 507.5)

F15. Prior to issuance of Certificate of Occupancy or Building Final, "Blue Reflective Markers" shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 509.1)

F16. Prior to Certificate of Occupancy or Building Final, all structures shall have fire retardant roofing materials (Class A roofs) as described in CBC Chapter 7A and CFC Chapter 49.

F17. Prior to issuance of Certificate of Occupancy or Building Final, all multi-family residences shall display the address in a visible location on the street side of the building and visible from public sidewalks. The building numerals shall be a minimum of twelve (12) inches in height and individual dwelling units shall not be less than four (4) inches in height on a contrasting background. The address shall be illuminated as approved by the Fire Prevention Bureau. (CFC 505.1 and MVMC 9.08.100 Section G)

F18. Prior to issuance of a Certificate of Occupancy or Building Final, a directory display monument sign shall be required for apartment, condominium, townhouse or mobile home parks. Each complex shall have an illuminated diagrammatic layout of the complex which indicates the name of the complex, all streets, building identification, unit numbers, and fire hydrant locations within the

complex. Location of the sign and design specifications shall be submitted to, and approved by, the Community Development Department – Planning Division and the Fire Prevention Bureau prior to installation. (MVMC 9.12.060)

F19. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9)

F20. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire alarm system monitored by an approved Underwriters Laboratory listed central station based on a requirement for monitoring the sprinkler system, occupancy or use. Fire alarm panel shall be accessible from exterior of building in an approved location. Plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9 and MVMC 8.36.100)

F21. Prior to issuance of a Certificate of Occupancy or Building Final, a "Knox Box Rapid Entry System" shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Chief. All exterior security emergency access gates shall be electronically operated and be provided with Knox key switches for access by emergency personnel. (CFC 506.1)

F22. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.

F23. Prior to issuance of Building Permits, fuel modification plans shall be submitted to the Fire Prevention Bureau for review and approval for all open space areas adjacent to the wildland vegetation interface. (CFC Chapter 49)

F24. Prior to issuance of Building Permits, plans for structural protection from vegetation fires shall be submitted to the Fire Prevention Bureau for review and approval. Measures shall include, but are not limited to: noncombustible barriers (cement or block walls), fuel modification zones, etc. (CFC Chapter 49)

F25. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503 and MVMC 8.36.060)

F26. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and

constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.060)

F27. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.

F28. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14 & CBC Chapter 33)

F29. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 105)

F30. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 105)

F31. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 105)

F32. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.8)

F33. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Chapter 1)

F34. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)

F35. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.

FIRE FLOW LETTER

Date: 05/07/13 **Address:**

Case Number: PA13-0006, 0007, 0008 **A.P.N.:** 486-280-044

This is certification the water system is capable of meeting the following required fire flows as determined by the California Fire Code Appendix B.

Based on the information provided on the above referenced case. The fire flow required for this project will be __2250____ G.P.M. for duration of _4_-HOURS measured at 20-psi residual pressure.

The required fire flow may be adjusted during the approval process to reflect changes in design, construction type or automatic fire protection measures as approved by the Fire Prevention Bureau.

Applicant/ Developer:

By: **Date:**

Title:

WATER AGENCY APPROVAL

Name of Agency:

Address:

Telephone: **Date:**

By: **Title:**

NOTE: **THE COMPLETION AND SUBMITTAL OF THIS LETTER TO THE FIRE PREVENTION BUREAU SHALL NOT BE CONSTRUED AS APPROVAL FOR THE INSTALLATION OF THE REQUIRED FIRE HYDRANT (S) AND/OR WATER SYSTEM.**

FINANCIAL & MANAGEMENT SERVICES DEPARTMENT

Special Districts Division

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Special Districts' Conditions of Approval for project **PA13-0006**; this project shall be completed at no cost to any Government Agency. All questions regarding Special Districts' Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Special Districts Division of the Financial & Management Services Department 951.413.3480 or by emailing specialdistricts@moval.org.

General Conditions

SD1. The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks & Community Services) and C (Arterial Street Lighting). All assessable parcels therein shall be subject to annual Zone A and Zone C charges for operations and capital improvements.

SD2. Plans for parkway, median, slope, and/or open space landscape areas designated on the tentative map or in these Conditions of Approval for incorporation into Moreno Valley Community Services District **Zone M**, shall be prepared and submitted in accordance with the *City of Moreno Valley Public Works Department Landscape Design Guidelines*. To obtain a copy of these guidelines, please contact the Special Districts Division at 951-413-3480 or visit the Special Districts webpage at www.moval.org/sd.

SD3. The developer, or the developer's successors or assignees shall be responsible for all parkway and/ or median landscape maintenance for a period of one (1) year as per the *City of Moreno Valley Public Works Department Landscape Design Guidelines,* or until such time as the District accepts maintenance responsibilities.

SD4. Any damage to existing landscape areas maintained by the Moreno Valley Community Services District due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the Moreno Valley Community Services District.

SD5. The ongoing maintenance of any landscaping required to be installed behind the curb on **Alessandro Blvd. and Lasselle St.** shall be the responsibility of the property owner.

SD6. Plan check fees for review of parkway/median landscape plans for improvements that shall be maintained by the Moreno Valley Community Services District are due upon the first plan submittal. (MC 3.32.040)

SD7. Inspection fees for the monitoring of landscape installation associated with Moreno Valley Community Services District maintained parkways/medians are due prior to the required pre-construction meeting. (MC 3.32.040)

SD8. Streetlight Authorization forms, for all streetlights that are conditioned to be installed as part of this project, must be submitted to the Special Districts Division for approval, prior to streetlight installation. The Streetlight Authorization form can be obtained from the utility company providing electric service to the project, either Moreno Valley Utility or Southern California Edison.

Prior to Building Permit Issuance

SD9. (BP) This project has been identified to be included in the formation of a Map Act Area of Benefit Special District for the construction of **major thoroughfares and/or freeway** improvements. The property owner(s) shall participate in such District, and pay any special tax, assessment, or fee levied upon the project property for such District. At the time of the public hearing to consider formation of the district, the property owner(s) will not protest the formation, but the property owners(s) will retain the right to object if any eventual assessment is not equitable, that is, if the financial burden of the assessment is not reasonably proportionate to the benefit which the affected property obtains from the improvements which are to be installed. (Street & Highway Code, GP Objective 2.14.2, MC 9.14.100)

SD10. (BP) This project has been conditioned to provide a funding source for the continued maintenance, enhancement, and or retrofit of neighborhood parks, open spaces, linear parks, and/or trails systems. In order for the Developer to meet the financial responsibilities to fund the defined maintenance, one of the options as outlined below shall be selected. The Developer must notify Special Districts of intent to request building permits 90 days prior to their issuance and the financial option selected to fund the continued maintenance.

a. Participate in a special election for annexation into **Community Facilities District No. 1**; or
b. Establish an endowment to cover future maintenance costs for new neighborhood parks.

Annexation to CFD No. 1 shall be completed <u>or</u> proof of payment to establish the endowment shall be provided prior to the issuance of the first building permit for this project.

SD11. (BP) This project has been identified to be included in the formation of a Community Facilities District (Mello-Roos) for **Public Safety** services, including but not limited to Police, Fire Protection, Paramedic Services, Park Rangers, and Animal Control services. The property owner(s) shall not protest the formation; however, they retain the right to object to the rate and method of maximum special tax. In compliance with Proposition 218, the developer shall agree to approve the mail ballot proceeding (special election) for either formation of the CFD or annexation into an existing district that may already be established. The Developer must notify Special Districts of intent to request building permits 90 days prior to their issuance. (California Government Code)

SD12. (BP) This project is conditioned to provide a funding source for the capital improvements and/or maintenance for the **Alessandro Blvd.** median landscape. In order for the Developer to meet the financial responsibility to maintain the defined service, one of the options as outlined below shall be selected. The Developer must notify Special Districts of intent to request building permits 90 days prior to their issuance and the financial option selected to fund the continued maintenance.

a. Participate in a ballot proceeding for **improved median maintenance** and pay all associated costs with the ballot process and formation costs, if any. Financing may be structured through a Community Services District zone, Community Facilities District, Landscape and Lighting Maintenance District, or other financing structure as determined by the city; or
b. Establish an endowment to cover the future maintenance costs of the landscaped area.

The financial option selected shall be in place prior to the issuance of certificate of occupancy.

SD13. *Commercial* (BP) If Land Development, a Division of the Community and Economic Development Department, requires this project to supply a funding source necessary to provide, but not limited to, stormwater utilities services for the monitoring of on-site facilities and performing annual inspections of the affected areas to ensure compliance with state mandated stormwater regulations, the developer must notify Special Districts 90 days prior to the City's issuance of a building permit and the financial option selected to fund the continued maintenance. (California Government Code)

SD14. (BP) Prior to the issuance of the first building permit for this project, the developer shall pay Advanced Energy fees for all applicable Zone B (Residential

Street Lighting) and/or Zone C (Arterial Street Lighting and Intersection Lighting) streetlights required for this development. Payment shall be made to the City of Moreno Valley, as collected by the Land Development Division, based upon the Advanced Energy fee rate in place at the time of payment, as set forth in the current Listing of City Fees, Charges and Rates, as adopted by City Council.

The developer shall provide a receipt to the Special Districts Division showing that the Advanced Energy fees have been paid in full for the number of streetlights to be accepted into the CSD Zone B and/or Zone C programs. Any change in the project which may increase the number of streetlights to be installed will require payment of additional Advanced Energy fees at the then current fee.

SD15. (BP) Prior to release of building permit, the developer, or the developer's successors or assignees, shall record with the County Recorder's Office a **Covenant of Assessments** for each assessable parcel therein, whereby the developer covenants the existence of the Moreno Valley Community Services District, its established benefit zones, and that said parcel(s) is (are) liable for payment of annual benefit zone charges and the appropriate National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate schedule when due. A copy of the recorded Covenant of Assessments shall be submitted to the Special Districts Division. For a copy of the Covenant of Assessments form, please contact Special Districts, phone 951.413.3480.

SD16. (BP) Final median, parkway, slope, and/or open space landscape/irrigation plans for those areas designated on the tentative map or in these Conditions of Approval for inclusion into Community Services District shall be reviewed and approved by the Community and Economic Development Department–Planning Division, the Financial & Management Services Department–Special Districts Division, and the Public Works Department–Transportation Division prior to the issuance of the first Building Permit.

Prior to Certificate of Occupancy

SD18. (CO) All parkway and/or median landscaping specified in the tentative map or in these Conditions of Approval shall be constructed prior to the issuance of the Certificate of Occupancy/Building Final for the **first building** for this project.

SD19. (CO) Landscape and irrigation plans for parkway, median, slope, and/or open space landscape areas designated for incorporation into Moreno Valley Community Services District shall be placed on compact disk (CD) in pdf format. The CD shall include "As Built" plans, revisions, and changes. The CD will become the property of the City of Moreno Valley and the Moreno Valley Community Services District.

PUBLIC WORKS DEPARTMENT

Transportation Engineering Division – Conditions of Approval

Based on the information contained in our standard review process we recommend the following conditions of approval be placed on this project:

General Conditions

TE1. Alessandro Boulevard is classified as a Divided Major Arterial (134'RW/110'CC) per City Standard Plan No. 101A modified for curb separated sidewalk. Any improvements to the roadway shall be per City standards. Improvements include a landscaped, raised median along project frontage per the alignment study. Pavement tapers may be necessary east and west of the project frontage. Traffic signal modifications will be necessary at the Alessandro Boulevard/Lasselle Street intersection.

TE2. Lasselle Street is classified as an Arterial (100'RW/76'CC) per City Standard Plan No. 104A, modified. Any improvements to the roadway shall be per City standards.

TE3. Driveways shall conform to Section 9.11.080, and Table 9.11.080-14 of the City's Development Code – Design Guidelines and City of Moreno Valley Standard No. 118C for commercial driveway approach. Driveway access shall be the following:

- The Alessandro Boulevard driveway will have right-in, right-out access due to the raised median along Alessandro Boulevard.
- The Lasselle Street driveway shall be restricted to emergency vehicle and exit only access.

TE4. The Alessandro Boulevard gated entrance shall be provided with the following:

a) A storage lane with length sufficient to support an emergency response vehicle.
b) A second storage lane for visitors to stop in prior to the gate to utilize a call box (or other device) to receive permission to enter the site.
c) Signing and striping for a and b.
d) A turnaround outside the gates.
e) No Parking signs shall be posted in the turnaround areas.
f) A separate pedestrian entry.

g) Presence loop detectors (or another device) within 1 to 2 feet of the gates that ensures that the gates remain open while any vehicle is in the queue.

All of these features must be kept in working order.

TE5. Conditions of approval may be modified or added if a phasing plan is submitted for this development.

Prior to Improvement Plan Approval or Construction Permit

TE6. Prior to final approval of the street improvement plans, a bus bay per City Standard Plan No. 121 shall be designed for eastbound Alessandro Boulevard, just east of Lasselle Street.

TE7. Prior to final approval of the street improvement plans, the preliminary alignment study shall be engineered to determine final roadway design dimensions.

TE8. Prior to the final approval of the street improvement plans, a signing and striping plan shall be prepared per City of Moreno Valley Standard Plans - Section 4 for all streets with a cross section of 66'/44' and wider.

TE9. Prior to issuance of a construction permit, construction traffic control plans prepared by a qualified, registered Civil or Traffic engineer may be required for plan approval or as required by the City Traffic Engineer.

TE10. Prior to final approval of the street improvement plans, the project plans shall demonstrate that sight distance at proposed streets and driveways conforms to City Standard Plan No. 125A, B, C.

Prior to Building Permit

TE11. (BP) Prior to the issuance of Building Permits, traffic signal modification plans shall be prepared by a registered civil or electrical engineer and submitted to the City for the intersection of Alessandro Boulevard at Lasselle Street. The traffic signal shall be modified prior to issuance of a Certificate of Occupancy.

Prior to Certificate of Occupancy or Building Final

TE12. (CO) Prior to issuance of a Certificate of Occupancy, the traffic signal at Alessandro Boulevard and Lasselle Street shall be modified as necessary and fully operational to the satisfaction of the City Traffic Engineer.

TE13. (CO) Prior to issuance of a Certificate of Occupancy, the improvements identified in conditions TE1 and TE6 shall be constructed per the approved plans.

Prior to Acceptance of Streets into the City-maintained Road System

TE14. Prior to acceptance of streets into the City-maintained road system, all approved signing and striping shall be installed per current City Standards and the approved plans.

Moreno Valley Utility

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Moreno Valley Utility's Conditions of Approval for project PA13-0006; this project shall be completed at no cost to any Government Agency. All questions regarding Moreno Valley Utility's Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from Moreno Valley Utility (the Electric Utility Division) of the Public Works Department 951.413.3500. The applicant is fully responsible for communicating with Moreno Valley Utility staff regarding their conditions.

Prior to Energizing MVU Electric Utility System and Certificate of Occupancy

MVU1.(R) For single family subdivisions, a three foot easement along each side yard property line shall be shown on the final map and offered for dedication to the City of Moreno Valley for public utility purposes, unless otherwise approved by the City Engineer. If the project is a multi-family development, townhome, condominium, apartment, commercial or industrial project, and it requires the installation of electric distribution facilities within common areas, a non-exclusive easement shall be provided to Moreno Valley Utility to include all such common areas. All easements shall include the rights of ingress and egress for the purpose of operation, maintenance, facility repair, and meter reading.

MVU2.(BP) **City of Moreno Valley Municipal Utility Service – Electrical Distribution**: Prior to constructing the MVU Electric Utility System, the developer shall submit a detailed engineering plan showing design, location and schematics for the utility system to be approved by the City Engineer. In accordance with Government Code Section 66462, the Developer **shall** execute an agreement with the City providing for the installation, construction, improvement and dedication of the utility system following recordation of final map and concurrent with trenching operations and other subdivision improvements so long as said agreement incorporates the approved engineering

plan and provides financial security to guarantee completion and dedication of the utility system.
The Developer **shall** coordinate and receive approval from the City Engineer to install, construct, improve, and dedicate to the City, or the City's designee, all utility infrastructure (including but not limited to conduit, equipment, vaults, ducts, wires, switches, conductors, transformers, resistors, amplifiers, and "bring-up" facilities including electrical capacity to serve the identified development and other adjoining/abutting/ or benefiting projects as determined by Moreno Valley Utility) – collectively referred to as "utility system" (to and through the development), along with any appurtenant real property easements, as determined by the City Engineer to be necessary for the distribution and /or delivery of any and all "utility services" to each lot and unit within the Tentative Map. For purposes of this condition, "utility services" shall mean electric, cable television, telecommunication (including video, voice, and data) and other similar services designated by the City Engineer. "Utility services" shall not include sewer, water, and natural gas services, which are addressed by other conditions of approval. Properties within development may be subject to an electrical system capacity charge and that contribution will be collected prior to issuance of building permits.

The City, or the City's designee, shall utilize dedicated utility facilities to ensure safe, reliable, sustainable and cost effective delivery of utility services and maintain the integrity of streets and other public infrastructure. Developer shall, at developer's sole expense, install or cause the installation of such interconnection facilities as may be necessary to connect the electrical distribution infrastructure within the project to the Moreno Valley Utility owned and controlled electric distribution system. Alternatively, developer may cause the project to be included in or annexed to a community facilities district established or to be established by the City for the purpose of financing the installation of such interconnection and distribution facilities. The project shall be deemed to have been included in or annexed to such a community facilities district upon the expiration of the statute of limitations to any legal challenges to the levy of special taxes by such community facilities district within the property. The statute of limitations referred to above will expire 30 days after the date of the election by the qualified electors within the project to authorize the levy of special taxes and the issuance of bonds.

MVU3. This project may be subject to a Reimbursement Agreement. The project is responsible for a proportionate share of costs associated with electrical distribution infrastructure previously installed that directly benefits the project. The project may be subject to a system wide capacity charge in addition to the referenced reimbursement agreement. Payment(s) shall be required prior to issuance of building permit(s).

POLICE DEPARTMENT

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects

Standard Conditions

PD1. Prior to the start of any construction, temporary security fencing shall be erected. The fencing shall be a minimum of six (6) feet high with locking, gated access and shall remain through the duration of construction. Security fencing is required if there is: construction, unsecured structures, unenclosed storage of materials and/or equipment, and/or the condition of the site constitutes a public hazard as determined by the Public Works Department. If security fencing is required, it shall remain in place until the project is completed or the above conditions no longer exist. (MC 9.08.080)

PD2. (GP) Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the following:

a. The name (if applicable) and address of the development.

b. The developer's name, address, and a 24-hour emergency telephone number. (MC 9.08.080)

PD3. (CO) Prior to the issuance of a Certificate of Occupancy, an Emergency Contact information Form for the project shall be completed at the permit counter of the Community and Economic Development Department - Building Division for routing to the Police Department. (MC 9.08.080)

PD4. Addresses need to be in plain view, visible from the street and visible at night.

PD5. Sufficient lighting is to be provided over all mailbox areas.

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MV00206561

MITIGATED *NEGATIVE* DECLARATION

PROJECT TITLE AND FILE NUMBER: PA13-0006 (Plot Plan), PA13-0007 (Zone Change), PA13-0008 (General Plan Amendment), and P13-029 (Variance)

PROJECT APPLICANT: Rancho Belago Developers, Inc.

TELEPHONE NUMBER: (951) 686-6600

PROJECT LOCATION: Southeast corner of Alessandro Boulevard and Lasselle Street

PROJECT DESCRIPTION: Plot Plan application for a 141 unit affordable apartment project on a site of approximately 10 acres. Project to include eight apartment buildings, two clubhouses with tot lots and pools. Unit mix of 1 to 3 bedroom apartments ranging from 723 square feet to 1,301 square feet. Development of this project will require a Zone Change and General Plan Amendment from Neighborhood Commercial / R15 to R30 / Open Space to allow for higher density multiple family land uses and to protect the existing slopes and rock outcroppings. The site has been graded previously under permit. The project also proposes a variance to reduce the covered parking requirement from 2 spaces to 1 space per unit for the 3-bedroom units.

FINDING

The City of Moreno Valley has reviewed the above project in accordance with the City of Moreno Valley's Guidelines for the Implementation of the California Environmental Quality Act, and has determined that an Environmental Impact Report need not be prepared because:

[x] The proposed project will not have a significant effect on the environment.

[x] Although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because mitigation measures described in the attached Initial Study and hereby made a part of this Mitigated Negative Declaration have been added to the project. The Final Conditions of Approval contain the final form and content of all mitigation measures.

This determination is based upon an Initial Study. The project file, including the Initial Study and related documents is available for review during normal business hours (7:30 a.m. to 5:30 p.m. Monday through Thursday) at the City of Moreno Valley, Community & Economic Development Department, Planning Division, 14177 Frederick Street, Moreno Valley, California 92553, Telephone (951) 413-3206.

PREPARED BY: Jeff Bradshaw	DATE: May 2, 2013

NOTICE

The public is invited to comment on the Mitigated Negative Declaration. The appropriateness and adoption of the Mitigated Negative Declaration is considered at the time of project approval in light of comments received.

DATE ADOPTED:	BY:

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MV00206563

INITIAL STUDY/ ENVIRONMENTAL CHECKLIST FORM CITY OF MORENO VALLEY

1.	Project Title:	Boulder Ridge Family Apartments Plot Plan – PA13-0006 Zone Change – PA13-0007 General Plan Amendment – PA13-0008 Variance – P13-029
2.	Lead Agency Name and Address:	City of Moreno Valley 14177 Frederick Street Moreno Valley, CA 92553
3.	Contact Person and Phone Number:	Jeff Bradshaw, Associate Planner (951) 413-3224
4.	Project Location:	Southeast corner of Alessandro Blvd. and Lasselle St. (APN: 486-280-044 and ½ acre portion of -043)
5.	Project Sponsor's Name and Address:	Rancho Belago Developers, Inc. 5051 Canyon Crest Dr., Ste. #200 Riverside, CA 92507
6.	General Plan Designation:	Existing: Commercial (C) / Residential Office (R/O) Proposed: R30 / Open Space
7.	Zoning:	Existing: Neighborhood Commercial (NC) / R15 Proposed: R30 / Open Space

8. Description of the Project:

The Boulder Ridge Family Apartment project proposes to develop a 141 unit affordable apartment project on an 8.5 acre parcel. The project will include eight apartment buildings, two clubhouses with tot lots and pools. The apartments include a unit mix of 1 to 3 bedroom apartments ranging from 723 square feet to 1,301 square feet. Development of this project will require a zone change and general plan amendment from Neighborhood Commercial R15 to R30 / Open Space to allow for higher density multiple family land uses and to protect the slopes and hilltop portions of the site. The site has been disturbed previously under permit. The project proposes to develop within the disturbed portion of the site and protect the slopes and boulder strewn hilltop. A variance is also proposed to allow for a reduced covered parking requirement for the 3-bedroom units from 2 covered spaces per unit to 1 per unit.

9. Surrounding Land Uses and Setting:

The area surrounding the proposed project includes vacant commercial land at the northwest, northeast and southwest corners of Alessandro Boulevard and Lasselle Street. The vacant property at the northeast corner of Alessandro and Lasselle has an active approval for development of a grocery store. Vacant land immediately to the north is zoned R5 for single-family development with vacant R15 zoned land to the south, east and southeast.

Existing tract homes are located to the southwest in the RS-10 and R5 zones and to the northwest in the R5 zone on the west side of Lasselle Street and to the northeast along Morrison Street between Bay Street and Alessandro Boulevard. The Riverside County Medical Center is located approximately one mile to the southeast at Nason Street and Cactus Avenue.

Overall, the proposed Plot Plan, Zone Change, and General Plan Amendment are compatible with the City's General Plan and existing land uses.

10. Other public agencies whose approval is required (e.g. permits, financing approval, or participation agreement).

    None

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below(■) would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

	Aesthetics		Greenhouse Gas Emissions		Population/Housing
	Agricultural Resources		Hazards & Hazardous Materials		Public Services
	Air Quality		Hydrology/Water Quality		Recreation
	Biological Resources		Land Use/Planning		Transportation/Traffic
	Cultural Resources		Mineral Resources		Utilities/Service Systems
	Geology/Soils		Noise		Mandatory Findings of Significance

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.	
I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.	X
I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.	
I find that the proposed project MAY have a "potential significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.	
I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.	

Signature Date

Printed Name For

EVALUATION OF ENVIRONMENTAL IMPACTS

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4) "Negative Declaration: Potentially Significant Unless Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analysis," as described in (5) below, may be cross-referenced).

5) Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063 (c) (3) (d). In this case, a brief discussion should identify the following:

   (a) Earlier Analysis Used. Identify and state where they are available for review.

   (b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

   (c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9) The analysis of each issue should identify: (a) the significance criteria or threshold used to evaluate each question; and (b) the mitigation measure identified, if any, to reduce the impact to less than significance.

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
I. **AESTHETICS.** Would the project:				
a) Have a substantial adverse effect on a scenic vista?				X
The Moreno Valley General Plan identifies scenic highways, panoramic viewsheds, and photographic viewing locations within the aesthetic resource element. The General Plan identifies no scenic roadways or panoramic viewsheds in the project vicinity. The project site is comprised of level to steeply sloping topography with substantial rock outcroppings across the surface of a hilltop. The site has been disturbed previously under permit. The project proposes to develop within the disturbed portion of the site and protect the slopes and boulder strewn hilltop. The proposed development includes 3-story, 40 foot tall apartment buildings. Immediate views of the hilltop from portions of Lasselle Street and Alessandro Boulevard will be obstructed by the buildings. However, the buildings will not exceed height of existing slopes. Off-site view of the hilltop, from a distance, will remain unobstructed. Therefore, as designed and conditioned, the proposed plot plan, Zone Change and General Plan Amendment will have no effect on a scenic vista.				
b) Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?			X	
The project property topography varies from level to steeply sloping with substantial rock outcroppings across the surface of the hilltop. Based upon review of the General Plan, the subject site does not include scenic resources. The site is regularly cleared for purposes of weed abatement. There are rock outcroppings, but no trees and no historic buildings on site. There are no scenic highways in the area. The site has been previously disturbed under authorized permit. The project proposes to develop the existing level areas and protect the existing slopes and rock outcroppings. As designed and conditioned, the proposed plot plan, Zone Change and General Plan Amendment will not substantially damage scenic resources.				
c) Substantially degrade the existing visual character or quality of the site and its surroundings?				
At completion, the proposed project would consist of 141 apartments in 8 buildings on approximately 10 acres. The proposed plot plan would be developed with multiple residential structures, private drive aisles, common open space and parkway landscape as required by the City's Municipal Code and Design Guidelines. The Design Guidelines and the Municipal Code provide a framework that ensures that any new development would be designed and constructed in a manner consistent with surrounding land uses. Therefore, the proposed project would be aesthetically similar to the surrounding residential uses with regard to architectural style, design, materials, colors, landscaping, and height. The proposed variance will allow for a reduction in the number of covered parking spaces. This will create opportunities for more on-site open space and improve the visual character of the site. The project will comply with the City's standard conditions of approval including compliance with landscaping and development standards. As the proposed project would develop the project site in a manner consistent with existing adjacent uses and the Municipal Code, the project would not significantly degrade the existing visual character or quality of the site and surroundings.				
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			X	
The project would introduce some additional new light sources into the area, as the proposed apartment project would have some outdoor lighting. The type of lighting provided would be similar to that associated with existing multiple family projects in the area, and would not create a substantial increase in lighting or glare. Mt. Palomar Observatory, located in the northern portion of San Diego County, has noted that the continued urbanization of southwestern Riverside County reduces the usefulness of the observatory due to emission of lighting from streetlights, automobiles, residences and businesses. This type of lighting condition is known as "skyglow". Properties located within a 45 mile radius of the observatory are considered to have the potential to contribute to lighting impacts at the observatory. Although the City of Moreno Valley General Plan does not address the Mt. Palomar Observatory, the proposed project site is identified in the Riverside County General Plan as being located within a 45 mile distance of the facility, which is referred to as "Zone B" of the "Mt. Palomar Nighttime Lighting Policy Area (Riverside County, 2003a, Reche Canyon/Badlands Area Plan 33). The proposed apartments will be required to comply with Municipal Code provisions regarding screening of outdoor light fixtures and limitations of the intensity of the project lighting. As designed and conditioned, the project will not create a new source of substantial light or glare which would adversely affect day or nighttime views in the area and will not conflict with the operation of the Mt. Palomar Observatory.				
II. **AGRICULTURE RESOURCES**: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project?				
a) Convert Prime Farmland, Unique Farmland or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency to non-agricultural use?				X

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
The Municipal Code allows for agricultural uses such as crops in all zoning districts. The site is designated as 'Other', not prime farmland, on the State Important Farmland Map. 'Other' is described as a non-agricultural area surrounded on all sides by urban development. The site has no agriculturally productive activities occurring within the project boundaries.				
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
The site is not currently in agricultural use, or under Williamson Act control. There is no existing surrounding agricultural use, or sites under Williamson Act contract. The Municipal Code allows for agricultural uses such as crops in all zoning districts, therefore, the proposed plot plan and tentative tract map do not conflict with existing zoning for agricultural use, or impact sites under Williamson Act contract.				
c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?				X
There is no immediate surrounding or proposed agricultural use according to the General Plan. The proposed plot plan and tentative tract map will not involve changes to the existing environment, which will result in the conversion of farmland to non-agricultural use.				
III. **AIR QUALITY:** Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?			X	
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation.			X	
(a and b) The Air Quality Management Plan (AQMP) sets forth a comprehensive program that will lead the air basin into compliance with all federal and state air quality standards. The AQMP control measures and related emission reduction estimates are based upon emissions projections for a future development scenario derived from land use, population, and employment characteristics defined in consultation with local governments. Accordingly, conformance with the AQMP for development projects is determined by demonstrating compliance with local land use plans and/or population projections. Based upon the conclusions of a Focused Traffic Analysis prepared by Kunzman Associates, Inc., in April 2013 for the project, project traffic resulting from the proposed Plot Plan, Zone Change, and General Plan Amendment is less than traffic projections for build-out under the existing land use designations and will not exceed General Plan build out projections for the project site. The proposed plot plan, Zone Change, and General Plan Amendment would not obstruct implementation of the South Coast Air Quality Management Plan or violate any air quality standard or contribute substantially to an existing or projected air quality violation.				
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?			X	
CEQA Section 21100 (e) addresses evaluation of cumulative effects allowing the use of approved land use documents in a cumulative impact analysis. CEQA Guidelines Section 15064 (i)(3) further stipulates that for an impact involving a resource that is addressed by an approved plan or mitigation program, the lead agency may determine that a project's incremental contribution is not cumulatively considerable if the project complies with the adopted plan or program. In addressing cumulative effects for air quality, the AQMP is the most appropriate document to use because the AQMP sets forth a comprehensive program that will lead the air basin, including the project area, into compliance with all federal and state air quality standards and utilizes control measures and related emission reduction estimates based upon emissions projections for a future development scenario derived from land use, population, and employment characteristics defined in consultation with local governments. The proposed project is in conformance with the AQMP and the project is not significant on an individual basis according to the Daily Thresholds of Potential Significance for Air Quality, SCAQMD Air Quality Handbook. Based upon the conclusions of a Focused Traffic Analysis prepared by Kunzman Associates, Inc., in April 2013 for the project, project traffic resulting from the proposed Plot Plan, Zone Change, and General Plan Amendment is less than traffic projections for build-out under the existing land use designations and will not exceed General Plan build out projections for the project site. Therefore, it is appropriate to conclude that the project's incremental contribution to criteria pollutant emissions is not cumulatively considerable.				
d) Expose sensitive receptors to substantial pollutant concentrations?			X	
The nearest sensitive receptors include Hendrick Ranch Elementary School located approximately ½ mile to the west and Vista Del Lago High School located approximately ¾ mile to the south. Existing single-family tract homes are located across the street to the southeast at Brodiaea Street and Lasselle Street, and approximately ¼ mile to the northwest and northeast. Considering the direction of the prevailing winds from northwest to southeast, dispersion of the pollutants, and the quantity of pollutants generated, the project will not expose sensitive receptors to substantial pollutant concentrations.				

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Create objectionable odors affecting a substantial number of people?			X	
The site has been disturbed in the past under prior permit. The project proposed to develop with the existing level area and slopes. The preliminary grading plan identifies that the site will require grading within the level portions of the site with an estimate of 40,000 cubic yards of excavation and 15,000 cubic yards of embankment. The proposed project presents the potential for generation of objectionable odors in the form of diesel exhaust in the immediate vicinity of the site during construction of the project. The closest areas with substantial numbers of people are existing single-family residences located across the street to the southeast at Brodiaea Street and Lasselle Street, and approximately ¼ mile to the northwest and northeast. However, these emissions would rapidly dissipate and be diluted by the atmosphere downwind of the emission sources. Recognizing the direction of the prevailing winds (northwest to southeast), dispersion and quantity of the pollutants, the project will not subject a substantial number of people to objectionable odors. Air quality pollutants associated with multiple-family residential uses are primarily generated from mobile sources such as cars. No other uses are proposed that would generate substantial concentrations of harmful air pollutants, as well as objectionable odors not typical of a residential area. No significant impacts would occur.				
IV. **BIOLOGICAL RESOURCES**. Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U. S. Fish and Wildlife Service?			X	
The project site is comprised of approximately 10 acres located at the southeast corner of Alessandro Boulevard and Lasselle Street. The project site is a vacant square shaped parcel that is level to steeply sloping with a rocky hilltop. The site is at or above grade with adjacent Alessandro Boulevard and Lasselle Street. No suitable habitat or MSHCP-designated survey areas for riparian and wetland-associated plant and animal species are present on the project site. No vernal pools or vernal pool species are present on the project site. The project site is in an area that the Multiple Species Habitat Conservation Plan (MSHCP) has identified as having the potential for burrowing owl habitat. A Biological Reconnaissance Survey and Habitat Assessment for Burrowing Owl was prepared in April 2013 by Tetra Tech. Based on the results of the field survey of the site, there is no likelihood of sensitive resources being found on the site. No sensitive plant or animal species were observed on the site. No suitable habitat for occupation by burrowing owls was observed and no signs of burrowing owl or owls were observed on the site. The consultant does not recommend additional surveys for burrowing owl. However, the project has been conditioned to conduct a pre-construction survey for burrowing owl, 30 days in advance of grading or site disturbance. This project will not have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, by the California Department of Fish and Wildlife or U. S. Fish and Wildlife Service.				
b) Have a substantially adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U. S. Wildlife Service?			X	
A Biological Reconnaissance Survey and Habitat Assessment for Burrowing Owl was prepared in April 2013 by Tetra Tech. Based on the results of the field survey of the site, no vernal pools or vernal pool species are present on the project site. No riverine/riparian habitat is located on the site. The project will not have a substantially adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations by the California Department of Fish and Wildlife or U. S. Wildlife Service.				
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
There are no wetland resources on the site. Therefore, the development of this project will not have a substantial adverse effect on federally protected wetlands.				
d) Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?			X	
This site is on the edge of an urbanized area with existing development occurring in the near vicinity of the project site. The site is not in the immediate vicinity of a migratory wildlife corridor or a wildlife corridor designated in the Multiple Species Habitat Conservation Plan (MSHCP). None of the sensitive species, including burrowing owl, initially identified by the MSHCP as having the potential of occurring on the site were observed during the site surveys. The proposed project will not directly impact sensitive species.				
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?			X	

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
The proposed project will not conflict with any General Plan or local policies pertaining to the protection of biological resources. The project is consistent with the goals and objectives of the General Plan under the proposed R30 land use designation. This project has been conditioned to replace all mature trees with a 4-inch caliper or greater per the City's Municipal Code.				
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state habitat conservation plan?			X	
The project is not within one of the Multiple Species Habitat Conservation Plan (MSHCP) criteria areas, which are potential habitat preservation areas. The proposed project will not conflict with the Stephen's Kangaroo Rat Habitat Conservation Plan (SKR HCP) or MSHCP or any other known local, regional or state habitat conservation plans. The project will be conditioned to pay required SKR mitigation fees. Also, the City participates in the MSHCP, a comprehensive habitat conservation-planning program addressing multiple species' needs, including preservation of habitat and native vegetation in Western Riverside County. This project will also be subject to impact fees to support the implementation of the Multiple Species Habitat Conservation Plan.				
V. **CULTURAL RESOURCES**. Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?		X		
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?		X		

a and b) The project proposes development of a 141 unit affordable apartment complex on the 10 acres of Assessor's Parcel Number 486-280-044. The development requires installation of a desilting basin to be located on a portion (approximately ½ acre) of the adjoining parcel (APN 486-280-043) to the south. Based upon review of a 1987 citywide survey (Archeological Research Unit, University of California, Riverside), it appeared that there were known cultural resources located within the project site.

An archaeological survey was prepared for the project site (APN 486-280-044) by Tetra Tech in September 2007. The survey included site surveys which were conducted to identify the presence or likely presence of cultural resources including prehistoric sites and sites significant to Native American cultural groups. No prehistoric, historic, or Native American cultural resource sites were identified during the site survey. A record search was conducted by the Eastern Information Center which indicated that no listed or eligible National Registrar or Historic Plan properties were located within a mile of the project site. No cultural landscapes, ethnic resources, or cultural resources listed as California Historic Landmarks were noted on the project site. Seven cultural resource studies have been conducted within a one mile radius of the project site. The records check indicated that there are no known cultural resources within the boundaries of the project site. Based on the results of the record search and site survey, Tetra Tech did not recommend the presence of a qualified archaeologist during grading or site disturbance activities. The results/recommendations of the 2007 survey were re-certified by Applied Earthworks, Inc. on April 9, 2013 following a site survey on April 4, 2013.

A second archaeological survey was prepared for a 1.0 acre portion of adjacent Assessor's Parcel Number 486-280-043 by CRM Tech in April and May 2013. The project proposes to construct a desilting basin in this area and through a lot line adjustment, join the desilting basin to the larger apartment site. A record search and site survey were completed for this area. No cultural resources were discovered during the site survey and based on the results of the record search and site survey, CRM Tech did not recommend the presence of a qualified archaeologist during grading or site disturbance activities.

The archaeological surveys did not identify cultural resources within the boundaries of the proposed development nor recommend monitoring or other mitigation. However, in order to avoid impacts to potential cultural resources within the project site boundaries, conditions of approval and mitigation measures will be required of the project to ensure the participation of a monitor(s) including a qualified archaeologist and tribal representatives during all grading and site disturbance activities. If recorded archaeological sites are found to be within the limits of the project site within undisturbed slopes or rock outcroppings, a long-term preservation plan for the protection of these cultural resources will be prepared and executed between the appropriate Native American Tribe and the Project Applicant. The following mitigation measures shall be required of the project:

MM CUL-1 Prior to the issuance of a grading permit, the Project Applicant shall provide evidence to the City of Moreno Valley that a Cultural Resources Monitoring Agreement has been secured for qualified Tribal representatives and that a professional archaeological monitor has been retained by the Applicant to conduct monitoring of all mass grading and trenching activities and has the authority to temporarily halt and redirect earthmoving activities in the event that suspected archaeological resources are unearthed during Project construction. The Project Archaeologist and Tribal representatives shall attend the

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact

pre-grading meeting with the City and contractors to explain and coordinate the requirements of the monitoring program.

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact

MM CUL-2 Prior to the issuance of a grading permit, the Applicant shall provide evidence to the City of Moreno Valley that appropriate Native American representative(s), Project Archaeologist and the Tribal representative(s) shall be allowed to monitor and have received a minimum of 30 days advance notice of all mass grading and trenching activities. During grading and trenching operations, the Tribal representatives and the project archaeological monitor shall observe all mass grading and trenching activities per the Cultural Resources Monitoring Agreement. If the Tribal representatives suspect that an archaeological resource may have been unearthed, the archaeologist or the tribal representative shall immediately halt and redirect grading operations in a 100-foot radius around the find to allow identification and evaluation of the suspected resource. In consultation with the appropriate Native American Tribe(s), the archaeological monitor shall evaluate the suspected resource and make a determination of significance pursuant to California Public Resources Code Section 21083.2.

MM CUL-3 If a significant archaeological resource(s) is discovered on the property, ground disturbing activities shall be suspended 100 feet around the resource(s). The archaeological monitor and representatives of the appropriate Native American Tribe(s), the Project Applicant, and the City Planning Division shall confer regarding mitigation of the discovered resource(s). A treatment plan and/or preservation plan shall be prepared and by the archaeological monitor and reviewed by representatives of the appropriate Native American Tribe(s), the Project Applicant, and the City Planning Division and implemented by the archaeologist to protect the identified archaeological resource(s) from damage and destruction. The landowner shall relinquish ownership of all archaeological artifacts that are of Native American origin found on the Project site to the culturally affiliated Native American tribe(s) for proper treatment and disposition. A final report containing the significance and treatment findings shall be prepared by the archaeologist and submitted to the City Planning Division, the appropriate Native American tribe(s), and the Eastern Information Center at the University of California, Riverside. All cultural material collected during the grading monitoring program and from any previous archaeological studies or excavations on the project site shall be curated according to the current professional repository standards and may include the Pechanga Bands curatorial facility.

MM CUL-4 Prior to grading permit issuance, the City shall verify that the following note is included on the Grading Plan:

"If any suspected archaeological resources are discovered during ground-disturbing activities and the archaeological monitor or Tribal representatives are not present, the construction supervisor is obligated to halt work in a 100-foot radius around the find and call the project archaeologist and the Tribal representatives to the site to assess the significance of the find."

MM CUL-5 Prior to grading permit issuance, the City shall verify that the following note is included on the Grading Plan:

"If any suspected paleontological resources are discovered during ground-disturbing activities, the construction supervisor is obligated to halt work in a 100-foot radius around the find and call a qualified paleontologist to the site to assess the significance of the find. A qualified paleontologist shall evaluate the suspected resource. If the paleontologist determines that the find is not unique, construction shall be permitted to proceed. However, if the paleontologist determines that further information is needed to evaluate significance, the City of Moreno Valley shall be notified and a treatment plan shall be prepared and implemented in consultation with the City to protect the identified paleontological resource(s) from damage and destruction."

MM CUL-6 If human remains are encountered, California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the Riverside County Coroner has made the necessary findings as to origin. Further, pursuant to California Public Resources Code Section 5097.98(b), remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made by the Coroner. If the Riverside County Coroner determines the remains to be Native American, the California Native American Heritage Commission must be contacted within 24 hours. The Native American Heritage Commission must then immediately notify the "most likely descendant(s)" of receiving notification of the discovery. The most likely descendant(s) shall then make recommendations within 48 hours, and engage in consultations concerning the treatment of the remains as provided in Public Resources Code §5097.98.

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact

MM CUL-7 There are recorded archaeological sites within the vicinity of the Project, but no recorded archaeological sites within the Project boundaries. Prior to construction of the project, the developer shall coordinate with the City on a fence plan to restrict movement from the project site onto off-site resources on the adjacent parcel (APN 486-280-043) to reduce potential impacts by non-construction activities on recorded off-site archaeological resources. If the project limits are determined to include recorded archaeological sites that are outside of areas proposed for development, then, given the sensitivity of these resources and the potential for their impact by non-construction activities, a long-term preservation plan for the protection of these cultural resources will be prepared and executed between the appropriate Native American Tribe and the Project Applicant. The sites that will be included in the preservation plan shall include but not be limited to CA-RIV-857, CA-RIV-3159, CA-RIV-3341 and CA-RIV-3342. The Preservation Plan must, at a minimum, include provisions for allowable activities, if any, around the cultural resources; what kinds of protective measures will be put in place (i.e., appropriate fencing, use of native plants and other methods that are acceptable to all parties); the roles of each party with respect to the maintenance and protection of the resources and any surrounding landscaping; methods of addressing nuisance concerns and potential vandalism; and any other provisions necessary for the protection of these cultural resources in perpetuity.

Source: Archeological Research Unit, University of California, Riverside, 1987; Archaeological Survey, Tetra Tech, Inc., September 2007; Re-certification Letter, Applied Earthworks, Inc., April 2013; Archaeological Survey, CRM Tech., May 2013.

c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?		X		
There are no known unique paleontological resources on the project site. However, the project site includes steeply sloping hillsides and a rocky hilltop. The project proposes to limit development to the existing level areas and protect the slopes and rock outcroppings in place and avoid impacts to unique geologic features on site. The proposed Zone Change and General Plan Amendment will place the slopes and rocky hilltop within an Open Space designation. The project has been conditioned to protect the slopes and rock outcroppings through the recordation of an environmental constraints sheet. A condition of approval/mitigation measure will be placed on the project to cease excavation or construction activities if archaeological, paleontological, or historical resources are uncovered on the project site.				
d) Disturb any human remains, including those interred outside of formal cemeteries?			X	
No known human remains have been identified at the project site. Conditions of approval address the issue of inadvertent discoveries. A standard condition of approval will be placed on the project to cease excavation or construction activities if archaeological, paleontological, or historical resources uncovered on the project site.				
VI. **GEOLOGY AND SOILS**. Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:				
(i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				X
According to the City's General Plan, the project site is not on, or close to, any known earthquake fault. There is no new information that would indicate the existence of a fault or fault tract in proximity of the site. Accordingly, there is no risk of ground rupture due to faulting at the proposed project site.				
(ii) Strong seismic ground shaking?			X	
According to the City's General Plan, the project site is not on, or close to, any known earthquake fault. The nearest fault is the San Jacinto fault system, which is located about 12-miles to the northeast. The San Andreas fault system is more than 25 miles from the site. The active Sierra Madre and San Gabriel fault zones lie roughly 35 and 40 miles respectively to the northwest of the site. The active Elsinore and Newport-Inglewood fault zones lie approximately 20 and 45 miles, respectively, to the southwest of the site. This faulting is not considered a significant constraint to development on the site with the use of current building codes. Ground-shaking intensity could be moderately-high during a 100-year interval earthquake. Foundation designs will be reviewed to ensure incorporation of appropriate engineering recommendations to mitigate any such seismicity. There is no new information that would indicate the existence of a fault on the site.				
(iii) Seismic-related ground failure, including liquefaction?			X	

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
According to the City's General Plan, the project site is not on, or close to, any known earthquake fault. However, ground-shaking intensity could be moderately-high during a 100-year interval earthquake. The potential for seismic related failure or liquefaction on the site is minimal based on the water table and soil conditions at the site.				
(iv) Landslides?		X		
This site includes a hilltop with steep slopes and rock outcroppings. The project proposes some manufactured slopes which are conditioned to comply with City Public Works standards for storm runoff and slope design. The manufactured slopes will be landscaped and irrigated for erosion control. Based upon the results of a slope stability analysis, the following conditions of approval and mitigation measures will be required: MM LD-1 Cut slopes in rock can be excavated at 1:1, but colluvium shall be sloped back at 2:1; MM LD-2 Cut slopes to be mapped upon exposure to confirm wedge analysis results; MM LD-3 Further evaluation of boulders identified as having the potential to be unstable shall be conducted prior to site grading; MM LD-4 Loose boulders identified on the map or during grading shall be removed or stabilized; and MM LD-5 Erosion control such as plants or jute netting shall be installed on cut slopes. As designed and conditioned and with the enforcement of mitigation measures, impacts from landslides are less than significant.				
(b) Result in substantial soil erosion or the loss of topsoil?			X	
The development of the site will likely result in the reduction of erosion with the placement of buildings and landscaping on the site. During construction, there is the potential for less than significant impacts for short-term soil erosion from minimal excavation and grading. This will be addressed as part of standard construction, such as watering to reduce dust and sandbagging, if required, during raining periods.				
(c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?		X		
The geologic unit or soil is not known to be unstable based on current resources. Based upon the results of a slope stability analysis, the conditions of approval and mitigation measures referenced in the response to checklist question VI.a.iv above, will be required. As designed and conditioned and with the enforcement of mitigation measures, impacts from landslides are less than significant.				
(d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			X	
According to the City's environmental information, the geologic unit or soil is not known to be unstable. As provided for in the conditions of approval, the applicant must provide a soils and geologic report to City Public Works Department prior to site grading. As designed and conditioned, the potential for the project to create substantial risks to life or property is less than significant.				
(e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X
The proposed apartment project will operate on a sewer system that will be reviewed, approved and installed according to Eastern Municipal Water District requirements. The proposed project will not be introducing septic tanks or alternative water disposal systems.				
VII. **GREENHOUSE GAS EMISSIONS.** Would this project?				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
Global climate change is caused by greenhouse gas (GHG) emissions throughout the world. Mitigating global climate change will require worldwide solutions. Greenhouse gases are gases emitted from the earth's surface that absorb infrared radiation in the atmosphere. Increases in these gases lead to more absorption of radiation and warm the lower atmosphere, and therefore increase evaporation rates and temperatures on the Earth's surface. The City of Moreno Valley has adopted a Climate Action Strategy. However, at this time, there are no widely accepted thresholds of significance for determining the impact of GHG emissions from an individual project, or from a cumulative standpoint. As provided for in the CEQA Guidelines (Section 15064.4), it is necessary for the lead agency to make a good-faith effort in considering GHG emissions on a project specific basis. Based on the scope of the project and consistency of the proposed Zone Change and General Plan Amendment with the City's adopted General Circulation Element and build out scenarios, the City has chosen to rely on a qualitative analysis. To the extent possible based on scientific and factual data available, it has been determined that this project will not result in generating greenhouse gas emissions that will either directly or indirectly have a significant impact on the environment.				
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			X	

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
On October 9, 2012, the Moreno Valley City Council approved an Energy Efficiency and Climate Action Strategy and related Greenhouse Gas Analysis. The proposed project does not conflict with this strategy or any other applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases.				
VIII. **HAZARDS AND HAZARDOUS MATERIALS.** Would the project?				
a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?				X
The proposed project will not involve the routine transport, use or disposal of hazardous materials. Since the project will not involve the routine transport, use or disposal of hazardous materials, there will be no potential for a significant hazard to the public or the environment.				
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				X
The proposed project will not involve the routine transport, use or disposal of hazardous materials. The proposed project will not create a significant hazard to the public or the environment through the routine transport, or use or disposal of hazardous materials. Since the project will not involve the routine transport, use or disposal of hazardous materials, there will be no potential for a significant hazard to the public or the environment.				
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
Hendrick Ranch Elementary School is located approximately ½ mile to the west and Vista Del Lago High School located approximately ¾ mile to the south. The project as designed and conditioned will not emit hazardous emissions or handle hazardous materials.				
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result would it create a significant hazard to the public or the environment?				X
The site was checked against the list of hazardous material sites pursuant to Government Code Section 65962.5. The project is not located on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.				
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
The nearest airport is the March Air Reserve Base located approximately 4 miles to the west. The distance to the runway is approximately 6 miles. The site is not within the crash zones or the noise contours identified in the most recent Air Installation Compatible Use Zone (AICUZ) study. (Municipal Code Section 9.07.060) The site is not within an airport land use plan.				
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
There are no private airstrips within the City of Moreno Valley. The project is not within proximity of a private airstrip. Therefore, the project would not result in a safety hazard pertaining to proximity of a private airstrip.				
g) Impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
The proposed project would not have any direct effect on an adopted emergency response plan, or emergency evacuation plan. The City's emergency plans are also consistent with the General Plan. The proposed plot plan has been designed and conditioned to provide required circulation and required fire access to allow for ingress of emergency vehicles and egress of residents. Therefore, the proposed project would not be in conflict in any way with the emergency response or emergency evacuation plans.				
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?			X	
The proposed project site is not adjacent to wildlands, but is located in the Very High Fire Hazard Severity Zone. The project has been conditioned to comply with all special construction features as required in Chapter 7A of the California Building Code. As designed and conditioned, the project, and as such would not expose people or structures to a significant risk of loss, injury or death involving wildland fires. In addition, the project is not located within a designated wildland area.				
IX. **HYDROLOGY AND WATER QUALITY**. Would the project:				
a) Violate any water quality standards or waste discharge requirements?			X	

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Pursuant to the requirements of the Santa Ana Regional Water Quality Control Board, a project specific Water Quality Management Plan (WQMP) is required of certain projects involving discretionary approval. This project requires a WQMP to address pollutants of concern. Site Design and Source Control best management practices (BMP) are conditioned to be used throughout the project. Treatment BMPs will be selected and implemented which are medium to highly effective in treating pollutants of concern. Final design and sizing details of all BMPs must be provided in the first submittal of the F-WQMP, per the Special Project Conditions listed above. The project has been conditioned to provide documentation that runoff will be treated in conformance with the "Riverside County Water Quality Management Plan for Urban Runoff" dated January 29, 2010 and approved by the Santa Ana Regional Water Quality Control Board (Guidance Document). Additionally, grading activities would temporarily expose soils to wind and water erosion that would contribute to downstream sedimentation. The proposed project would comply with all permits and development guidelines associated with urban water runoff and discharge set forth by the City of Moreno Valley and the Regional Water Quality Control Board. With the approval of the storm drainage facilities by the City Engineer and Riverside County Flood Control District, as well as complying with all applicable storm water discharge permits, impacts would be less than significant.				
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			X	
The Eastern Municipal Water District (EMWD) would provide the proposed project with potable water as opposed to utilizing individual water wells. Potable water is adequate to serve the proposed project. Although the project would cover a majority of the site with impervious surfaces, the landscaped areas would still provide a means for groundwater recharge. Impacts would be less than significant.				
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?			X	
There is no stream or other streambed or river on the project site, so the project will not cause a change in the existing on-site drainage pattern that would result in substantial erosion or siltation on- or off-site. During construction of the project, there is the potential for some sediments to be discharged within the storm water system. Erosion control plans are required for projects prior to issuance of grading permits for preventing substantial erosion. The project as designed and conditioned will not change the existing drainage pattern that would result in substantial erosion or siltation on- or off-site. Impacts would be less than significant.				
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or surface runoff in a manner which would result in flooding on- or off site?			X	
There is no blueline stream or other streambed or river on the project site, however, there are surface drainage facilities that will be removed through development of the project site. The project as designed and conditioned will not cause a change in the existing drainage pattern that would result in substantial erosion or siltation on- or off-site. Therefore, project implementation would not result in modifications that could ultimately result in substantial erosion or siltation on- or off-site. Impacts would be less than significant.				
e) Create or contribute runoff which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?			X	

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
The proposed project is consistent with the City's General Plan. All storm drainage improvements would be developed to the standards of the City Engineer and the Riverside County Flood Control Agency. Additionally, the project has been designed in accordance with the City's standard conditions of approval, which includes measures pertaining to storm drainage facilities and runoff. It should be noted that the Riverside County Flood Control Agency was contacted and indicated in a letter dated March 11, 2013, that the proposed project involves District Master Plan facilities and is located within the limits of the District's Sunnymead / Moreno Area Drainage Plan and that drainage fees have been adopted, which will need to be paid prior to the issuance of permits. As with any urban project, runoff entering the storm drainage system would contain minor amounts of pollutants (including pesticides, fertilizers and motor oil). This would incrementally contribute to the degradation of surface and sub-surface water quality. Additionally, grading activities would temporarily expose soils to water erosion that would contribute to downstream sedimentation. However, the tract is subject to the permit requirements of the Santa Ana Regional Water Quality Control Board. As the site is currently unpaved and exposed, development of the proposed project would lessen the existing site contribution to sediment runoff at project completion. With the approval of the storm drainage facilities by the City Engineer and Riverside County Flood Control District, incorporation of conditions of approval into the project's design, as well as compliance with all applicable storm water discharge permits, impacts would be less than significant.				
f) Otherwise substantially degrade water quality?			X	
The proposed project is consistent with the City's General Plan. All storm drainage improvements would be developed to the standards of the City Engineer and the Riverside County Flood Control Agency. Additionally, the project has been designed in accordance with the City's standard conditions of approval, which includes measures pertaining to storm drainage facilities and runoff. As with any urban project, runoff entering the storm drainage system would contain minor amounts of pollutants (including pesticides, fertilizers and motor oil). This would incrementally contribute to the degradation of surface and sub-surface water quality. Additionally, grading activities would temporarily expose soils to water erosion that would contribute to downstream sedimentation. However, the tract is subject to the permit requirements of the Santa Ana Regional Water Quality Control Board. As the site is currently unpaved and exposed, development of the proposed project would lessen the existing site contribution to sediment runoff at project completion. With the approval the storm drainage facilities by the City Engineer and Riverside County Flood Control District, incorporation of conditions of approval into the project's design, as well as compliance with all applicable storm water discharge permits, impacts would be less than significant.				
g) Place housing within a 100-year floodplain, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?			X	
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?			X	
(g and h) The proposed project site is located within a Federal Emergency Management Agency Zone "X" area. The project has been designed according to the 100-year storm event as designed by the project engineer. Consequently, the storm drainage system and pad location and placement have all been designed to adequately convey flows of such a magnitude. The project is outside of the delineated dam inundation area for Perris Dam at Lake Perris Reservoir and will not place housing or structures within a 100-year flood hazard area. Additionally, due to the position of the proposed project, mudflows from local mountains would be unlikely due to surrounding development. Therefore, impacts would be less than significant. The project as designed and conditioned, will not place structures which would impede or redirect flood flows.				
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?			X	
The proposed project site is located within a Federal Emergency Management Agency Zone "X" area. The project has been designed according to the 100-year storm event as designed by the project engineer. Consequently, the storm drainage system and pad location and placement have all been designed to adequately convey flows of such a magnitude. The project is outside of the delineated dam inundation area for Perris Dam at Lake Perris Reservoir and will not expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam.				
j) Inundation by seiche, tsunami, or mudflow?				X
The site is not identified in the General Plan as a location subject to seiche, or mudflow. The project is outside of the delineated dam inundation area for Perris Dam at Lake Perris Reservoir. Additionally, due to the position of the proposed project, mudflows from local mountains would be unlikely due to surrounding development. Therefore, impacts would be less than significant.				
X. **LAND USE AND PLANNING**. Would the project:				
a) Physically divide an established community?			X	

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
The project proposes a General Plan Amendment and Zone Change from Neighborhood Commercial / R15 to R30 / Open Space for development of a 141 unit affordable apartment complex. The project site is bounded by vacant R15 and Neighborhood or Community Commercial zoned land. Existing tract homes are located to the northwest, southwest and northeast. The proposed land use change and apartment project is compatible with surrounding land uses and will not physically divide an established community.				
b) Conflict with an applicable land use plan, policy or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?			X	
The project proposes a General Plan Amendment and Zone Change from Neighborhood Commercial / R15 to R30 / Open Space for development of a 141 unit affordable apartment complex. Based upon the conclusions of a Focused Traffic Analysis prepared by Kunzman Associates, Inc., in April 2013 for the project, project traffic resulting from the proposed Plot Plan, Zone Change, and General Plan Amendment is less than traffic projections under the current land use and will not exceed General Plan build out projections for the project site. The proposed variance to reduce the covered parking requirement will not result in a deficiency in required parking on-site. The project as designed will meet Municipal Code parking requirements for an affordable housing project. The proposed project as designed and conditioned will not conflict with an applicable land use plan, policy or regulation of an agency with jurisdiction over the project including the City's General Plan.				
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?			X	
The project is not within one of the Multiple Species Habitat Conservation Plan (MSHCP) criteria areas, which are potential habitat preservation areas. The proposed project will not conflict with the Stephen's Kangaroo Rat Habitat Conservation Plan (SKR HCP) or MSHCP or any other known local, regional or state habitat conservation plans. The project will be conditioned to paying required SKR mitigation fees. Also, the City participates in the MSHCP, a comprehensive habitat conservation-planning program addressing multiple species' needs, including preservation of habitat and native vegetation in Western Riverside County. This project will also be subject to fees to support the implementation of the Multiple Species Habitat Conservation Plan.				
XI. **MINERAL RESOURCES.** Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X
(a and b) The project site is located in an urbanized area with additional development occurring in the vicinity. No active mines or mineral recovery programs are currently active within the project site or the surrounding area. Consequently, the development of the project site would not conflict with a mineral recovery plan as adopted by the General Plan. No significant impacts would occur.				
XII. **NOISE.** Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
Based upon the conclusions of Focused Traffic Analysis prepared by Kunzman Associates, Inc., in April 2013 for the project, project traffic resulting from the proposed Plot Plan, Zone Change, and General Plan Amendment is less than traffic projections under the current land use and will not exceed General Plan build out projections for the project site. The proposed 141 unit apartment project as designed and conditioned is consistent with City Municipal Code development standards and Design Guidelines for multiple family housing. It is anticipated that project traffic will operate within acceptable Levels of Service at General Plan build-out, therefore, noise levels will be consistent with General Plan criteria for noise, and noise levels will not exceed the standards set forth in the General Plan.				
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			X	
The proposed project has incorporated the City's conditions of approval into the project design. As a result, construction and operation activities would be restricted to Monday through Friday from 6:00 AM to 8:00 PM, excluding holidays, ad from 7:00 AM to 8:00 PM on weekends and holidays. As a result, less than significant impacts would occur.				
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Based upon the conclusions of a Focused Traffic Analysis prepared by Kunzman Associates, Inc., in April 2013 for the project, project traffic resulting from the proposed Plot Plan, Zone Change, and General Plan Amendment is less than traffic projections for build-out under the existing land use designations and will not exceed General Plan build out projections for the project site. The proposed 141 unit apartment project as designed and conditioned is consistent with City Municipal Code development standards and Design Guidelines for multiple family housing. Permanent noises associated with the proposed multiple family residential use includes, but are not limited to, traffic, people talking, radios playing and maintenance of common landscape areas. However, these noise sources would be typical of the adjacent area and therefore, the project would not introduce unique noise sources. Finally, the City's conditions of approval have been incorporated into the project design that would ensure land use compatibility with regards to noise resulting from the project site. Project traffic is anticipated to operate within acceptable Levels of Service at General Plan build-out, therefore, noise levels would be consistent with General Plan criteria for noise, and noise levels will not exceed the standards set forth in the General Plan. Impacts would be less than significant as a result of the proposed project.				
d) A substantially temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
During construction, there will be limited impact of noise from construction equipment. The nearest sensitive receptors include Hendrick Ranch Elementary School located approximately ½ mile to the west and Vista Del Lago High School located approximately ¾ mile to the south. Existing single-family tract homes are located across the street to the southeast at Brodiaea Street and Lasselle Street, and approximately ¼ mile to the northwest and northeast. The Public Works Department has a standard condition of approval regarding the public nuisance aspect of the construction activities. The construction operations including building related activities and deliveries shall be restricted to Monday through Friday from 6:00 AM to 8:00 PM, excluding holidays, and from 7:00 AM to 8:00 PM on weekends and holidays, in accordance with City Municipal Code 8.14.040, unless otherwise extended or shortened by the City Engineer or Building Official.				
e) For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X
The project is not located within the area of an adopted airport land use plan.				
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X
There is no private airstrip within the vicinity of the site, or within the City of Moreno Valley.				
XIII. **POPULATION AND HOUSING.** Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			X	
The project proposes to change the existing zone and General Plan land use designations from Neighborhood Commercial/R15 to R30/Open Space in order to develop a 141 unit affordable apartment complex. Based upon the conclusions of a Focused Traffic Analysis prepared by Kunzman Associates, Inc., in April 2013 for the project, project traffic resulting from the proposed Plot Plan, Zone Change, and General Plan Amendment is less than traffic projections for build-out under the existing land use designations and will not exceed General Plan build out projections for the project site. Therefore, the addition of the project dwelling units is consistent with the General Plan Circulation element and General Plan policies related to multiple family development and would not result in substantial growth either directly or indirectly.				
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X
(b and c) This property is currently vacant, and no housing is currently located on the project site. No housing will be displaced by development of this project. The project will not displace any residents.				
XIV. **PUBLIC SERVICES**. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire protection?				

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
The proposed project has incorporated the City's standard conditions of approval into its design. These standards include measures, which specifically address concerns regarding the Fire Prevention Bureau. Measures such as providing approved fire hydrants, fire flow requirements; mitigation impact fee programs and utilizing fire retardant materials have all been incorporated into the project's design. ISO ratings are given to firefighting districts in order to rank their operation level. This scale ranges from one (1) the highest possible score, to a ten (10), the worst possible score. The City of Moreno Valley currently has an ISO rating of three (3), which is considered high. With the implementation of the conditions of approval of the project pertaining to Fire Services, impacts would be less than significant				
b) Police protection?			X	
The proposed project conforms to the City's Municipal Code and to the General Plan. Police protection to the project area is provided through the Moreno Valley Police Department. The Police Department was involved in the project review process. Conditions of approval have been included by Police Department to ensure health and safety is protected during construction. Development of the project site would increase the demand on the Police Department. The project will pay development impact fees related to Police Facilities. The project is consistent with the General Plan. With payment of impact fees, the addition of 141 dwelling units at this location would not over-burden their service ability in continuing to provide high quality police service.				
c) Schools?			X	
The project would most likely increase the use of schools. The impact of this project on schools is anticipated to be minimal. This project will be subject to development impact fees, which shall address the impact of the proposed 141 unit affordable apartment project.				
d) Parks?			X	
The project would most likely increase the use of parks. The impact of this project on parks is anticipated to be minimal. This project will be subject to development impact fees, which shall address the impact of the proposed 141 unit affordable apartment project.				
e) Other public facilities?			X	
There will be an incremental increase in the demand for new or altered public services including library, city hall, and city yard facilities. These facilities would be needed with or without the project. This project will be subject to development impact fees, which shall address the impact of the proposed 141 unit affordable apartment project.				
XV. **RECREATION.**				
a) Would the project increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			X	
The project would most likely increase the use of parks. The impact of this project on parks is anticipated to be minimal. This project will be subject to development impact fees, which shall address the impact of the proposed 141 unit affordable apartment project.				
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			X	
The project will include a common pool, tot lots, open plaza area, and private recreational space. The proposed project does not create the need for the construction or expansion of recreational facilities.				
XVI. **TRANSPORTATION/TRAFFIC.** Would the project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?			X	
As designed and conditioned, the proposed 141 unit affordable apartment project and related Zone Change and General Plan Amendment do not conflict with any City plans, ordinances or policies establishing measures of effectiveness for the performance of the circulation system.				
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?			X	

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Based upon the conclusions of a Focused Traffic Analysis prepared by Kunzman Associates, Inc., in April 2013 for the project, project traffic resulting from the proposed Plot Plan, Zone Change, and General Plan Amendment is less than traffic projections for build-out under existing land use designations and will not exceed General Plan build out projections for the project site. As designed and conditioned, the project is not expected to individually or cumulatively exceed a level of service standard.				
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				X
The project site is not located in, around or under any airport or airport fly-zone. The proposed project would have no direct or indirect effect on air traffic patterns.				
d) Substantially increase hazards to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?			X	
The project has been conditioned by Public Works to complete full-width street improvements if necessary. The street improvements will include but not be limited to, pavement, curb, gutter, sidewalk, streetlights, storm drain, signing and striping, and dry and wet utilities. As designed, the project will not result in hazards, but will help decrease potential hazards at this location. The project is not adjacent to any potential incompatible uses.				
e) Result in inadequate emergency access?			X	
As designed and conditioned, all streets, driveways and drive aisles will be built to the specifications of the City Engineer and Traffic Engineer, the Fire Prevention Bureau and the General Plan. This will ensure that no hazardous traffic situations would occur during construction or with completion of the project. The site will be readily accessible for emergency access.				
f) Conflict with adopted policies or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?				X
The project as designed and conditioned will not conflict with adopted alternative transportation policies, therefore, no adverse impacts would occur.				
XVII. **UTILITIES AND SERVICE SYSTEMS.** Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				X
The project will not exceed wastewater treatment requirements of the Regional Water Quality Control Board. The project would not exceed the existing or planned capacity of the Moreno Water Reclamation Facility.				
b) Require or result in construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
The project will not exceed wastewater treatment capacity of the Moreno Water Reclamation Facility.				
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
The project will not require or result in the construction of unplanned storm water drainage facilities or expansion of existing facilities.				
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				X
The water purveyor, Eastern Municipal Water District (EMWD), prepared an Urban Water Master Plan demonstrating that it has or will have sufficient water supplies available to serve urban development on the property.				
e) Result in a determination by the wastewater treatment provider which serves or may serve the project determined that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X
The wastewater treatment provider is EMWD. The current wastewater treatment facility just westerly of the southerly edge of the Moreno Valley Ranch Specific Plan has adequate capacity to serve projects within Moreno Valley that are consistent with the General Plan. EMWD has plans for major expansions of the Moreno Water Reclamation Facility. Source: Draft EIR for the 2006 General Plan Update.				
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?				X
Waste Management provides waste hauling service to the plan area. The project will be served by a landfill in the Badlands with sufficient permitted capacity to accommodate the project's solid waste disposal needs. Source: Draft EIR for the 2006 General Plan Update.				
g) Comply with federal, state, and local statues and regulations related to solid				X

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
waste?				
The City is complying with State and Federal regulations regarding solid waste. This project will also comply with the current policies regarding solid waste.				
XVIII. **MANDATORY FINDINGS OF SIGNIFICANCE.**				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?			X	
The project would not significantly degrade the quality of the environment or reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal. Based upon the archaeological survey prepared by Tetra Tech, Inc., there are no historic structures on the site, and there will be no impact to historic resources. The project will not eliminate important examples of the major periods of California history or prehistory. The analysis in this Initial Study demonstrates that project and cumulative impacts would be less than significant. The project as designed and conditioned would not cause substantial adverse health effects on human beings.				
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?			X	
This project will not create any impacts, that when viewed in connection with existing land uses, other recently approved projects, and existing land use designations, would be considered cumulatively considerable. It is not expected that the proposed project would result in incremental effects. The analysis in this Initial Study demonstrates that the proposed project cumulative impacts would be less than significant.				
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X	
The project consists of a General Plan Amendment and Zone Change for development of a 141 unit affordable apartment complex. The project as designed and conditioned will not cause substantial adverse effects on human beings, either directly or indirectly for the reasons described in this checklist/initial study.				

CITY OF MORENO VALLEY
PLANNING COMMISSION
REGULAR MEETING
MAY 23RD, 2013

CALL TO ORDER

Chair Van Natta convened the Regular Meeting of the City of Moreno Valley Planning Commission on the above date in the City Council Chambers located at 14177 Frederick Street.

ROLL CALL

Commissioners Present:
Chair Van Natta
Commissioner Baker
Commissioner Crothers
Commissioner Giba
Commissioner Lowell
Commissioner Ramirez
Commissioner Sims

Staff Present:
John Terell, Planning Official
Jeff Bradshaw, Associate Planner
Suzanne Bryant, City Attorney

PUBLIC HEARING ITEMS

Case Number:	**PA13-0006**	**Plot Plan**
	PA13-0007	**Zone Change**
	PA13-0008	**General Plan Amendment**
	P13-029	**Variance**

Case Planner: **Jeff Bradshaw**

CHAIR VAN NATTA – Okay we move now in our Public Hearing Items. The first case is PA13-0006 Plot Plan, PA13-0007 Zone Change, PA13-0008 General Plan Amendment and P13-029 Variance and our Case Planner is Mr. Bradshaw. Would you like to make the presentation please?

ASSOCIATE PLANNER BRADSHAW – Thank you. Good evening Chair and members of the Planning Commission. The project before you includes the four applications as described in the Agenda. The Boulder Ridge Family Apartments proposes to develop a 141 unit affordable apartment project at the southeast corner of Lassalle and Alessandro Boulevard. This development would occur on the 10 acres at that corner and as described, the density and the layout of the project will require approval of a General Plan Amendment, Zone Change and a Variance. The site is currently vacant. The topography varies from approximately level at the street frontages along Alessandro Boulevard and Lassalle Street and then from there it transitions into some slopes and hillside with substantial rock outcroppings on the top.

The land use changes proposed would result from the existing land use pattern there now which is a combination of Neighborhood Commercial on the immediate corner and R15 which is a multiple family development designation. The proposal is to change from that combination of uses to an R30 zone and Open Space and the R30 is a multiple family zone as well. It allows for higher density and that zoning and General Plan designation would apply to the portions of the site that are level and those proposed for actual construction and it would include the corner and up to the toe of the manufactured slopes. The Open Space would apply to the slope areas and the hilltop and this would allow for some protection; some permanent protection of that hillside and allow us to be able to protect the slopes and the rock outcroppings.

As part of the environmental preparation for this project, a focused traffic analysis was prepared in April of this year and the results of that demonstrated that project traffic resulting from the zone change would be less than the traffic projections under the current zoning and additionally the project would not exceed General Plan build-out traffic projections for the project site. Surrounding land uses include similar zoning. The land use to the south and east is the R30 zone and the corners are zoned for commercial development, with single family zoning further to the north and the west and so in terms of compatibility the land use changes are consistent with the goals and policies of the General Plan and is consistent with an existing or established land use pattern for this neighborhood.

The variance proposed is a request to reduce the covered parking requirement for three bedroom units in this project. Affordable housing as a category allows for reduced parking and it is an important distinction I think to point out that a variance does not suggest or ask for a reduction in required parking. The design of the project meets and satisfies the City standards for parking for this type of a project but the variance would allow for a little more freedom in the design of the project by allowing the covered parking requirement for those units to be reduced and if you look at the site plan on the interior, especially between buildings 3 and 7, we are working with the Applicant to try and open up that area and offer more useable passive open space and it really freed up the area in the center of the site to be able to relieve the project of that covered parking requirement. It

allowed the design to be able to be consistent with requirements for parking lot landscape and so Staff is recommending that change in this case.

The Plot Plan itself proposes a total of 8 three story buildings. The elevations were provided to you in the packet that you received. They are of contemporary California mission-style type architecture. They include tuck under parking with the parking all oriented towards the inside of the site with the building fronts and the architectural details facing outward where they are visible to the public. The design architectural details included in the project include recessed windows, articulated roof overhangs, arch details at the stair enclosures and private patios. The buildings themselves; the 8 buildings; there is variation amongst those buildings through the use of different color schemes and some additional details that vary amongst the buildings. Some of those would include decorative stone elements, metal awnings, decorative wrought iron elements, exposed rafter tails and trellis structures as well. The recreation buildings are consistent with that same established architecture with similar colors and materials being utilized there and the project as a whole meets and satisfies the standards of the R30 zone as well as the City's design guidelines for multiple family uses.

With regards to the environmental; a number of technical studies were provided to Staff for review for a variety of different topics including traffic, biological resources, cultural resources, water quality, hydrology and slope stability. Those were presented to Staff for review and approval and some of those studies did in some instances recommend mitigation measures. The Initial Study checklist which was also provided to you was completed and through that exercise we were able to examine potential impacts that might result from the project and where applicable, mitigation measures and conditions of approval have been implemented for the project to reduce any potential impacts to a less than significant level. As designed and conditioned, the project will not have a significant effect on the environment and Staff is recommending approval of a Mitigated Negative Declaration for the project.

Standard notice was provided for the project. The site was posted with mailing notices going out to neighboring property owners and a newspaper notice was published and as of this evening, I hadn't received any phone calls or inquiries about the project. Staff would recommend that the Planning Commission approve Resolution No. 2013-17 and through that resolution recommend to the Council that they adopt a Mitigated Negative Declaration for the project and approval of the General Plan Amendment, Zone Change, Variance and Plot Plan and with that, that concludes my report and I'd be happy to answer any questions for you and the Applicant is here with their Project Engineer and Architect as well.

CHAIR VAN NATTA – Okay, Commissioner Crothers

VICE CHAIR CROTHERS – I have a question Jeff. You mentioned that you were talking to the developer about making space between Building 7 and Building 3 to create more parking? Is that correct?

ASSOCIATE PLANNER BRADSHAW – To open up the site. Actually in the early stages of the review; kind of that center island area, covered parking radiated all the way around the outside of that area and so there really wasn't any true kind of openness if you will and by reducing the covered parking we were able to actually be able to increase the open space, maneuver Building 7 to an area to where it seemed more appropriate in terms of its relationship with the other buildings, so the variance didn't add parking, it freed up the available space to do more with what was there.

VICE CHAIR CROTHERS – Okay, thank you.

CHAIR VAN NATTA – So the drawings that we see are with that adjustment already made; the ones that we got?

ASSOCIATE PLANNER BRADSHAW – That's correct. They anticipate… they would be representation of what the site would look like with the variance being approved.

CHAIR VAN NATTA – Okay, any other questions for Staff?

COMMISSIONER SIMS – I do if you wouldn't mind; a couple of them, so I'm pretty new at this on the Planning Commission, so pardon my questions. The designation of affordable apartment project; what does affordable mean? Is that a code? Is that something distinctive type of thing that qualifies them for the zoning or what is that all about?

PLANNING OFFICIAL TERELL – Yes under State Law we are required to provide incentives for what is called affordable housing and that generally refers to housing affordable to households making less than 80 percent of the median income for the County and that number is roughly 60 thousand dollars, so it is people making less than 60 thousand dollars a year for a family of four and for this particular project, the only modification is a slight reduction in the number of parking spaces and also the recommended variance of reduction in the covered parking. So in this project every unit will still have one covered parking space, but that is the only difference in the design of the project and that is required by State Law that we provide certain incentives to folks that want to develop that kind of project.

COMMISSIONER SIMS – Does the designation of affordable project like that with the incentives, which I don't understand; I don't know what those are, but that runs with the project. Is there a designated amount of time that the project

has to stay classified and operate as an affordable project and then at some point can it be transferred over into non-affordable, if that makes sense?

PLANNING OFFICIAL TERELL – Most of these projects are intended to be permanently affordable, but under the regulations it has to be affordable for a minimum of 55 years.

COMMISSIONER SIMS – And I have one more if I can indulge. Under; I think is condition P… it's on page 115… P7 I think it is. It is about the open space I'm assuming. The developer and it is P7, but they should be responsible for maintaining any undeveloped portion of the site in a manner that provides for control of weeds, erosion and dust, so I was just wondering there is a fairly significant acreage that is going to be dedicated to the City I suppose for open space. You know it is kind of a big rock pile and I can't imagine there would be a lot going there, but is there kind of an annuity or some kind of endowment or some kind of financial arrangement that the developer is required to provide the City with ongoing mitigation to keep that property up for dust, weeds, rodents or whatever.

PLANNING OFFICIAL TERELL – Yes actually in this case part of the proposal… the hillside is currently zoned for 15 units per acre. Part of this proposed project would be changing the designation from R15 to Open Space and that will be permanent Open Space that will actually; it will have what we call… it will have environmental constraints over it, so it will be recorded that it has to stay Open Space permanently but it will be retained as private property, so the owner of this project will continue to have to maintain and pay for the cost of any maintenance of that area.

COMMISSIONER SIMS – And how is that done in perpetuity? Is that recorded with the deed of the property or is there some kind of covenant?

PLANNING OFFICIAL TERELL – Yes it is recorded with… it is recorded on the property. They call if an environmental constraint sheet but it is actually a recorded document.

COMMISSIONER SIMS Thank you

CHAIR VAN NATTA – Yes go ahead Commissioner Lowell

COMMISSIONER LOWELL – As far as the open space is concerned, what kind of maintenance would there be on the open space? Is there landscaping? Is it going to be left natural or trails or…?

ASSOCIATE PLANNER BRADSHAW – This P7 really is a more generic condition, it applies, I think more appropriately to projects where maybe they are being phased and over time the intent is develop the entirety of the site and we

would want to make sure that the undeveloped portion is maintained to a City standard. In this case I don't know that P7 is necessarily intended to address the open space area at all. The intent would be that it just remains undisturbed passive natural open space.

COMMISSIONER LOWELL – Okay, thank you

CHAIR VAN NATTA – Any other questions before I start on mine?

COMMISSIONER GIBA – I know you always like to go last. Really just a couple of them.

CHAIR VAN NATTA – That's okay if you cover them; I'll just cross them off my list

COMMISSIONER GIBA – Well that's what I waiting for this time. John didn't we just a little while ago have a discussion on the R30 on the Alessandro Corridor and I thought that was the same corner. Maybe I'm wrong, because I couldn't dig my old notes on that. That was the same corner that we did a land swap on that R30 for Corridor. Was that it or was it a different piece of property?

PLANNING OFFICIAL TERELL – It was actually the property immediately to the east

COMMISSIONER GIBA – To the east of it; okay so it's that little square spot.

PLANNING OFFICIAL TERELL – Correct

COMMISSIONER GIBA – So my question then is we were supposed to have some get together yesterday on the R30 Corridor. If you are going to approve this one for R30 and it was originally R30, but it was along that Alessandro Corridor, how is it going to affect that plan that we talked about previously?

PLANNING OFFICIAL TERELL – It won't affect it. In essence we had to meet a minimum number for the State for our next Housing Element round, so this is I guess in addition to that. Really what it does is it provides us the flexibility should we want or somebody wants to remove some of the other R30, so it gives us more flexibility to make changes elsewhere in town.

COMMISSIONER GIBA – That was the direction I was going with that. Now if you approve this one and it is on the same corridor, later on we could say we could change something at another one. These are the things that happen and this is more academic questions from those who are in the audience. If you don't follow all these things that are going on, you would think something was happening that really wasn't happening because these are the kinds of things that happen early on in the projects that go on and then later down the road, if we

come out and say we are going to change that, then you are going to say well you know I thought we had this R30 corridor here. Why are you changing that now? Well this is why. We can do that, so for anybody that doesn't really understand how that works because I'm still learning too.

PLANNING OFFICIAL TERELL – Yes, I think the idea is when we put zoning in place we make our best effort to make sure it is in the most appropriate locations. This site as well as the ones to the east, they are adjacent to a major employment center, which is the two Hospitals and it is also next to a major arterial, both Alessandro and Lasselle south of this and it is also near existing or planned commercial. There is an approved shopping center across from this site, so those are the criteria we look for but we don't own the land, so people come up with the appropriate locations and if they meet those same criteria, we have the flexibility to move or change that zoning and that frees up other land that may not be as desirable in the market place.

COMMISSIONER GIBA – Right, thank you. Another one really quick…on page 96, Land Use Changes; this goes back to the open land that comments the slopes and undisturbed hillsides and rock outcroppings would be assigned the open space zone which will prevent future development and that's what picked me up… prevent future development of the hilltop and protect the existing natural slopes and rock outcroppings. Can that be changed later? I mean you are saying you are protecting that from any more and I thought heard something that maybe that could be…

PLANNING OFFICIAL TERELL – Well I guess the reality is nothing is truly permanent, but the zoning would have to be changed and it would have to be changed for good reason. I would be difficult to develop this site once this project is built if you approve it and the other thing is there will be the environmental constraint sheet which is a recorded document and to remove that, it would be a formal public action in order to do that, so all those changes would have to be noticed. They would have to be made available to the public. They would have to be made in the public, so it reduces the likelihood.

COMMISSIONER GIBA – Right and am I doing too much?

CHAIR VAN NATTA – No you just said one more question so… one more…

COMMISSIONER GIBA – No, I have more… I've got a couple here… it's all right. They do this to me a lot. And this is again more academic since those questions were brought up and it was appropriate that the individuals stuck around because their answers are pretty well… I think that's Tracy right? Okay, so in this document that we are going through there is an entire section from page 157 to way up here, which are the environmental factors report that we do get and we have go through and they have to check them off and all their declarations, so as we go through them, oftentimes we'll find things that we want

to speak to and ask about and in particular on page 162, you did have less than significant mitigation incorporated and that is exactly what you were asking about.

In these documents they have a situation here where this is undisturbed land and it has to be checked first for any historic history Native American etc., so the mitigation circumstances struck in here from what I understand are quite a few that they cannot disturb this. They have to have somebody on site while they are doing the grading and stuff to make sure that if there is anything that comes up, you stop the project right away; you call in the right people to go over those things and so I went through those and it looks like they are covered pretty darn good for the mitigation. As a matter of fact, if I was the builder, I would go huh, okay, and then on page 164, once again directly or indirectly destroy a unique paleontological resource site or unique geologic feature less than significant with mitigation incorporated; again the same thing I'm understanding the proposed Zone Change and General Plan and this is what caught my eye; that's what our General Plan and Zone Change is for in this specific document, because I was trying to figure out why the zone change in here and it says the proposed Zone Change and General Plan Amendment will place the slopes and rocky hilltops within the Open Space designation and that is what those two things area. Am I correct on that?

PLANNING OFFICIAL TERELL – Yes

COMMISSIONER GIBA – I had to find that; why we were actually doing that and I found that in that component there, so thank you very much and then I think that was it. You didn't have anything that was potentially significant. You mitigated mainly for that. The other mitigation was for the hillside slope for landslide and so had to put in all that berm and concrete and stuff. Am I correct on that?

PLANNING OFFICIAL TERELL – Yes

COMMISSIONER GIBA – Okay, you know it's a point of clarity because those questions were brought up and I wanted to make sure that they understood that this is exactly what takes place at this meeting right here, so if you have concerns, this is when you bring this up and are these documents accessible to anybody to go over if they wanted to?

ASSOCIATE PLANNER BRADSHAW - They're all public record

COMMISSIONER GIBA – All public record, so they would be able to actually access these same documents that we have in front of us and go through all these mitigation measures. Now this is like a mini EIR for all intents and purposes you might say; not really a real one, but for mitigation purposes.

PLANNING OFFICIAL TERELL – It is actually… we actually do call it a focused environment impact report because it focuses on the areas that were identified as potentially having issues. The two you mentioned would have been the primary ones. We also looked at the traffic as well.

COMMISSIONER GIBA – That is my favorite topic as well. That's all the questions that I had but mainly they were meant for academic purposes.

CHAIR VAN NATTA – Okay, what I didn't see in here is accessibility on these units because you've got three stories that I'm going to figure that probably only the first level is going to be accessible for handicap accessibility. What percentage or are all the first level apartments accessible?

PLANNING OFFICIAL TERELL – I don't know the actual percentage that is required pursuant to the building code and they will have to meet that minimum. Typically that relates to most if not all of the first floor units though.

CHAIR VAN NATTA – Okay thank you. The other think I know that was brought up about the barrier to keep the hillside from cascading down into the units, but I think what we have there also is somewhat of an attractive nuisance to children living in there. Is there also some sort of a fence or a barrier or anything that prevents the occupants from climbing up there amongst the rocks?

ASSOCIATE PLANNER BRADSHAW – There is both a condition and mitigation measure for some perimeter fencing that would control to the extent possible movement between the apartment site and the hillsides. So yes, that condition is in place.

CHAIR VAN NATTA – Okay and the other thing I didn't… I saw it in the drawings and didn't find it in the pages, although I might have missed a page or two. I know some people read every word. I kind of skim them sometimes. It looks as though the parking areas are gated; that entry donut but the parking areas are gated to limit access to non-residents.

ASSOCIATE PLANNER BRADSHAW – Yes, there are gates at the driveway off of Lasselle and then there are gates off of the circle off of Alessandro. As you enter each one of those individual driveways there are gates there as well.

CHAIR VAN NATTA – Okay, alright. I think that was the last of my questions and if we have no other questions for Staff, then… Oh you have one; then okay

COMMISSIONER LOWELL – I know the site was previously a borrow site for some of the Nason and some of properties along Nason. Where there any environmental concerns while they were grading and removing dirt from there. Where they any paleontological or Native American or any artifacts there?

PLANNING OFFICIAL TERELL – None were found but yes, there was archeological study done in conjunction with the borrow site.

COMMISSIONER LOWELL – And nothing significant came up?

PLANNING OFFICIAL TERELL – Correct

COMMISSIONER LOWELL – Thank you

ASSOCIATE PLANNER BRADSHAW – Since we are on that topic, the results of both studies actually indicated that there were no known or mapped resources within the boundary of the project site. The Applicant agreed and worked with Staff to actually take on some mitigation measures that were really beyond what either of the studies recommended. The experts went out and looked. They didn't find anything and they didn't recommend mitigation, but the Applicant agreed to work with the City to take on some extra mitigation measures in the instance that they might find something out there.

CHAIR VAN NATTA – Okay seeing no more questions of Staff, I'm going to open this to the Public Comment and we'll start with the Applicant.

APPLICANT JERNIGAN – Good evening Madam Chair and Vice Chair and members of the Commission. My name is Jim Jernigan. I represent Rancho Belago Developers and I'm very excited about this project. I wouldn't call it a lifelong dream, but I've been building affordable housing for nearly 20 years now and I've actually built in Moreno Valley since 1996 and I've got probably about 450 units here in town that I was involved in building.

We are just finishing up one over on Hemlock right now and I'm very proud of that and this is actually my first endeavor from scratch to stand in front of this Commission and ask for your approval and Commissioner Sims you mentioned affordable and that is a whole other world and we build them to look just like market rate and when you drive by I don't think it should look any different. It should have the same standards and actually we probably have higher standards than market rate because we have to attract capital into the City to help fund this and we do it through syndication and through investors, major banks B of A, Wells Fargo, Union and that caliber of investor and they require a very, very high quality project as you can see and then this is just one view of the project. There are 141 units.

I think it is important to know that we are asking for a 30 unit density change from 15 and if you take that 10 acre site and you take 15 units, that is 150 units right there and we are only building 141, so we're actually doing this zone change so that we can preserve the top of that mountain. I'm a 40 year plus resident of Moreno Valley. I'm not an out-of-towner coming in just trying to build something in our City. I want to be proud of that. I want this Commission to be proud. I

want the Staff to be proud. I want our electants to be proud. I want the residents of the City to be proud of that and so far I'm very proud and I think working together with Staff and working together with residents and educating them on what affordable housing really is, I think we'll bring this to fruition and make this just a corner stone. I think that's a beautiful site. When you drive up Alessandro, we used to call it Snake Mountain. It is Brown's Mountain I believe what it is called, but what a view that is going to be. That is just going to be a corner stone. It is going to be a gateway into that part of our town and I'm here with my staff; my team; my development team. I've got the Architect and Engineer here. They are willing to answer any questions whether it be about affordable housing on this project in particular.

I want to thank Staff and truly we're standing here in front of you today because of their extraordinary efforts and I've heard for a long time that Moreno Valley is really business pro and this is really the pinnacle of that. I've been able to live that and I want to thank John and Jeff and the rest of the Staff that put in the time and effort to get me standing in front of you today, because for affordable housing, we have very limited opportunity for the financing and this project in order to avail ourselves of this year's funding route, we had to be on today's Agenda, so I would hope that you could take a look at this and consider it and I hope you come out with a favorable outcome and like I said, I'll sit down and let you guys come with any questions. Thank you.

CHAIR VAN NATTA – Don't leave, we're going to ask you questions. You better stay up there.

VICE CHAIR CROTHERS – We've got questions. You didn't cover it all. I've just got one question. The fence or gate or whatever it is going to be that is going to separate your project from that hill; it is not going to be a cinder block wall; something that is going to block that…

APPLICANT JERNIGAN – I think Condition P21 I believe makes me do a six foot fence

VICE CHAIR CROTHERS – And is it going to be a view through fence?

APPLICANT JERNIGAN– Yes

VICE CHAIR CROTHERS – Okay, I mean if we are going to preserve that area, and it is beautiful as it is, I mean I've lived here my whole life also and I know that area very well and I can only imagine you know putting up some big ugly concrete block wall to keep people out of there and I just think that would ruin the whole point of keeping it as open space, so I wanted to make sure that it was going to be open and something that you can see through and enjoy the view. Thank you.

APPLICANT JERNIGAN – I agree

CHAIR VAN NATTA – I remember that area when the rocks all had graffiti on them and I'm glad to see that they don't anymore, but if I had not heard you mention that those units on Hemlock were affordable housing, there is no way you could have told that from the street and if that is the quality of building that you are putting in there, it definitely stands the test of serviceable, but attractive. Okay, any other questions of the Applicant?

COMMISSIONER GIBA – May I?

CHAIR VAN NATTA – How many?

COMMISSIONER GIBA – Just one this time.

CHAIR VAN NATTA – Okay, go ahead

COMMISSIONER GIBA – But multiple kinda.... Again academic for me even... Your mitigation measure on the landslides and I'm going through them and I'm really not that versed in what they've done to the hill here with the MMLD1 and LD2 and LD3 and the LD4 mitigation measures. Could you explain them to me?

APPLICANT JERNIGAN – No...

COMMISSIONER GIBA – Do we have somebody here who can?

CHAIR VAN NATTA – Short answers... you're getting yeses and you're getting no's...

COMMISSIONER GIBA – I like it; it's easy...

SPEAKER SLAWSON – I'm Dave Slawson, Winchester Associates and our Engineer is here also, so I may end up asking him to come up, but there was a rock slide stability report and analysis performed and the recommendation was if during construction they find there are some rocks that may be in danger of falling, that they be brought down. There are other ways if they are smaller, there are other ways for them to put wrought iron posts in and they would wire them down, but that would be something that would be done during the time of construction. A determination would be made based on the recommendation of the Geotechnical Engineer and the City Engineering Office.

COMMISSIONER GIBA – Because you do have that Unit 7 and 8 on that backside and you are concerned about the landslide because that was a less than significant with mitigation and I so I went through the whole list and looked at them, but erosion control such as plants or jute netting shall will be installed on cut slopes.

SPEAKER – Right, that is for the slope stability

COMMISSIONER GIBA – Okay, so you are actually going to be planting some erosion control plants there because somebody asked if you are going to be doing any kind of planting or anything.

SPEAKER – Based on the slope stability analysis and the preliminary water quality management plan that we prepared that sort of addresses how the water is going to be treated and then again it all kind of wrapped together, but it is going to likely be just landscaping and may be some trees, but the difficult part is the reason you need some flexibility is you may find that if you hydro-seed and there are ways you can put in some topsoil and then net that down and then hydro-seed. If it doesn't take, you have to have the option of doing some other things and that is why there are some alternatives given, but in the end it has to meet the City's requirement; the City's comfort level; the City's Engineering Department that it will not be unstable.

COMMISSIONER GIBA – And that was what I was going to say and Jeff is going to come out and inspect to make sure everything is okay.

PLANNING OFFICIAL TERELL – That would be Clement that's going to do that

COMMISSIONER GIBA – Whoever is going to do it…?

SPEAKER SLAWSON – And it is something we are extra sensitive about because for a large portion of it, it is a one to one slope which is steeper than most fabricated or cut slopes.

COMMISSIONER GIBA – Yes I don't know much, but I can see that one the plans and then you have that gulley you are going to put in there too as kind of a catch basin down at the bottom

SPEAKER SLAWSON– Right, right

COMMISSIONER GIBA – Because those kinds of boulders, they do sometimes come free, some I'm glad to see that you've done something like that.

SPEAKER SLAWSON – Yes, we did a lot of homework on it; yes

COMMISSIONER GIBA – Thank you very much. I know it was a longer question than Meli wanted

APPLICANT JERNIGAN – We're also going to incorporate boulders. If you've driven by the site, there are stock piles of boulders there right now. We are going to incorporate those into the landscaping throughout the site, just to maintain the aesthetics of the hill.

CHAIR VAN NATTA – Oh cool; that sounds great. Any other questions?

COMMISSIONER RAMIREZ – It's a beautiful project. What is the time frame for completion do you anticipate?

APPLICANT JERNIGAN – We are putting in for financing in July. It is usually an eight month process. If you get awarded the tax credits before you start construction… so far successful. In the July round we would start in March.

COMMISSIONER RAMIREZ – Thank you

CHAIR VAN NATTA – Okay at this time I'm going to excuse Commissioner Lowell. He has a plane to catch and I don't want him to have to rush to get there, so thank you for coming in for the time you able to spend with us and we're going to open this us up for the people for whom we have Speaker Slips and the first one is Tom Gerald.

SPEAKER GERALD – Thank you Chair Van Natta and members of the Commission, members of Staff and the public. You know I can tell you from personal experience I manage a little and I don't know if it manages me; a small neighborhood commercial center and Commissioner Crothers is well aware of it and I like to say we are low rent, high crime district at the other end of town there, but a long story short, there is going to be very little immediate demand for commercial real estate for quite a while foreseeable and even though I spoke earlier and I still contend I'd love to see more executive level higher end housing, there is that balance that we have to achieve. It is regulated and this is a good location. It is a logical place. The overall density is not particularly high.

I am very familiar with this property from having lived in the area but I built homes to the north of it back in the 80's and then I was a Project Coordinator for about 200 homes to the west of it a little bit, so I know the area very well. In fact I was dealing with some of the archeological issues back when we were getting our approvals, so I know that area and I can say a focused EIR is no cake walk. That's a tough little bit. It is kind of understated.

It's tough from a developers standpoint, you should see the checklist…you know so it's a tough hurdle to get over and also I met Mr. Jernigan ten years ago when I was on the Project Area Committee for the Redevelopment Agency when we had redevelopment. He was an employee of another company and both he and I carried out some of the Public Hearings. I believe they brought two phases forward of this type of product and he and his company are always extremely accessible; very forthright; in fact I thought they gave us more information than we even requested. I mean there was no rock left unturned so to speak and he disclosed financials and so on and so forth.

In fact I might encourage before the Applicant finishes tonight that he does give you a little more information so the public understands a little bit about these tax credit financing mechanism and who some of the buyers are for these bonds. I believe there is an ongoing inspection program, so pride of ownership is very much in vogue.

And in closing, I want to echo Mr. Jernigan's comments. I have no business with him. I only know him through community meetings like this and coming to Commissions and City Council meetings, but I did see his project along Hemlock and my background is as I said in building, development and construction. It is a class act; very well done and he should be proud of it. I'm sure this will be equally as good, but if not better. In fact, before the meeting I told him I had seen his project and he said wait till you see this one, so you can see his enthusiasm and being a home town fellow, you know he is a 'what you see is what you get' type person and so I endorse the project. Thank you.

CHAIR VAN NATTA – Okay, thank you and I have another Speaker Slip here from Tracy Hodge.

SPEAKER HODGE – I'll pass

CHAIR VAN NATTA – Okay thank you and seeing nobody else coming forward, I'm going to close the Public Hearing section of this and we will go into Commissioner Discussion, so let's start down there with Commissioner Ramirez. What would you like to say about the project?

COMMISSIONER RAMIREZ – Well I think it is beautiful project. It makes sense; definitely better than the gas station they were thinking about putting there. With the direction our community is going, I think that is ideal type of housing; beautiful architectural design and I love the landscaping and I suggest that we vote for it. Thank you.

COMMISSIONER GIBA – I really enjoy it when you guys give us the nice packet to go through; so very comprehensive and then in conjunction with what we have we are able to really go through it. I love the way the view is on the outside. When you drive by it, it just looks like you know there is no parking. It was thought through really well. I really appreciated that. When I noticed that you guys removed that extra parking and that… I don't think you mentioned it but that is a tot lot you put there; not just an open spot; a tot lot, so for the kids and stuff, so I thought that was really good. You made really good use of that.

First I questioned the covering but you are right in there where you belong. I thought it was nice. I like the way it is internally. It is almost like a little internal community there and the rock feature in the back. I have lived here for 32 years and I drive by that and I keep saying what on God's good earth can they do with that. You've done it and I think it's a good location, especially with the R30

corridor, which I brought earlier. So I probably could have a hundred things to say, but Meli will stop me, so thank you for building this and I can't wait to see it get finished and be taken advantage of in our community.

CHAIR VAN NATTA – Okay, Commissioner Crothers

VICE CHAIR CROTHERS – I just want to say thank you for bringing another fantastic project to our City. Being homegrown here, we have a lot of stakes here in the City. Sometimes it is a easy decision on what we are going to put where and you know a project like this comes up and we know that is what should be there and it fits with the landscape. If fits with our City. The architecture is beautiful. It doesn't look like barracks or military housing, which unfortunately the people who protect our country get the worse kind of housing ever, but you know I think this really fits our City and it fits that area and I think it will be a great addition.

COMMISSIONER BAKER – I really like this project and I want to commend Jim and Dave for putting this together and their whole team. I think like Jim said it is really going to be a gateway for that Alessandro Corridor; the thing that we are trying to do in that direction. This will be kind of the focal point as you go toward the east there, so I really like it and we're going to go for it and I appreciate you bringing it to town. Okay, thank you.

COMMISSIONER SIMS – Thank you for the explanations. Well done there and nice work for a tough piece of property, so great improvement than a pile of rocks and I look forward to… I drive by there all the time, so I was wondering what was going to happen and I glad to see that this is going in. It's a nice project.

CHAIR VAN NATTA – I can't add much more to what the other Commissioners have already said except I do want to make kind of a general comment about housing. Housing is my business and has been for 35 years and a project like this has a definite place in the balance of housing in the community. It is always nice to think oh well if we built big, fancy, nice houses then we would get more executive type people, but when it comes right down to it, developers research; they see what housing is going to be in demand and they will build for that housing. If we get people who want to come out here and have one acre estates and there is enough of a demand for that, believe me a developer will come along and build it.

We have land that is set aside for that and especially on the north sides going towards the hillsides and someday I hope we see big, beautiful estates up in that area of town, which is an excellent place for it, but in looking at this project I was very glad to see the scope of the size of the units, with the three bedroom ones being as much as 1300 square feet. Well that is larger than some of the houses in town, so it's not cramming them into small little apartments where they wouldn't have any quality of life and low income housing is not something that

you look at necessarily as being for one group of people or just people who are on assistance or anything like that. In many ways it is transitional housing. It's the young couple who wants a nice place to live until they have built their income and can afford to purchase a house or to lease a house and if you don't provide quality affordable housing, then the people who live in this town who have the lower income jobs end up being crammed into two or three families in a house which is bad for the neighborhood or they live in substandard housing that isn't up to code and so forth, so I think it is very important that this type of housing be made available and I was very glad to see the beauty of this project; the location and everything of it is great and I'm going to vote for it. Are there any other comments; then okay. I would like somebody to make a motion.

COMMISSIONER SIMS – I could do that

CHAIR VAN NATTA – Okay please do that Commissioner Sims

COMMISSIONER SIMS – I do recommend that Planning Commission **APPROVE** Resolution No. 2013-17 and thereby **RECOMMEND** that the City Council:

1. **ADOPT** a Mitigated Negative Declaration for PA13-0008 General Plan Amendment, PA13-0007 Change of Zone, P13-029 Variance and PA13-0006 Plot Plan, pursuant to the California Environmental Quality Act Guidelines (CEQA).

2. **APPROVE** PA13-0008 General Plan Amendment, PA13-0007 Change of Zone, P13-029 Variance and PA13-0006 Plot Plan, based on the findings contained in this resolution and as shown on the attachments included as Exhibits A and B, and subject to the attached conditions of approval, included as Exhibit C.

CHAIR VAN NATTA – And can we have a roll call vote?

COMMISSIONER GIBA – I'll second that

PLANNING OFFICIAL TERELL – We need a second

CHAIR VAN NATTA – Oh I'm sorry

COMMISSIONER BAKER – I'll second

CHAIR VAN NATTA – We have three seconds. Okay, a roll call vote…

COMMISSIONER RAMIREZ – Aye

COMMISSIONER GIBA - Aye

VICE CHAIR CROTHERS – Aye

CHAIR VAN NATTA – Aye

COMMISSIONER BAKER – Aye

COMMISSIONER SIMS – Aye

Opposed – 0

Motion carries 6 – 0 - 1, with one absent (Commissioner Lowell)

CHAIR VAN NATTA – All ayes and one absent and the motion passes. And I would like to thank all the members who showed up to our Planning Commission Meeting. It is so seldom that we see so many visitors here, so thank you very much for attending. We appreciate it.

PLANNING COMMISSION STAFF REPORT

Case:	PA13-0006 – Plot Plan PA13-0007 – Zone Change PA13-0008 – General Plan Amendment P13-029 – Variance
Date:	May 23, 2013
Applicant:	Rancho Belago Developers, Inc.
Representative:	Winchester Associates, Inc.
Location:	Southeast corner of Alessandro Blvd. and Lasselle St.
Proposal:	Plot Plan application for a 141 unit affordable apartment project on approximately 10 acres. Development of this project will require a Zone Change and General Plan Amendment from Neighborhood Commercial and R15 to R30 and Open Space. The project also proposes a variance to reduce the covered parking requirement from 2 spaces to 1 space per unit for the 3-bedroom units.
Recommendation:	Approval

SUMMARY

Boulder Ridge Family Apartments proposes a General Plan Amendment and Zone Change to develop a 141 unit affordable apartment project on approximately 10 acres. The project also proposes a Variance to reduce the covered parking requirement for 3-bedroom units.

PROJECT DESCRIPTION

Project

The Boulder Ridge Family Apartments project proposes to construct a 141 unit affordable apartment project on approximately 10 acres. Development of the project requires approval of a General Plan Amendment and Zone Change from Neighborhood Commercial and R15 to R30 and Open Space. The project also proposes a variance to reduce the covered parking requirement from 2 spaces to 1 space per unit for the 3-bedroom units.

Site

The project site is comprised of approximately 10 acres located within Assessor's Parcel Number 486-280-044 and a ½ acre portion of 486-280-043. The site is located at the southeast corner of Alessandro Boulevard and Lasselle Street.

The site is currently vacant with generally flat topography along the site's Alessandro Boulevard and Lasselle Street frontages. The project site is square in shape with topography that ranges from level to sloping and includes a hillside with substantial rock outcroppings.

The project site has been previously disturbed through permitted stockpiling and borrowing activities and a City street widening project along Lasselle Street.

Land Use Changes

General Plan Amendment application PA13-0008 and Zone Change application PA13-0007 proposes to change the land use designations for the project site from Neighborhood Commercial and R15 to R30 and Open Space.

The R30 designation would apply to the portions of the site proposed for construction of the apartment buildings and related improvements and would extend to the toe of the manufactured slopes.

The slopes and undisturbed hillside and rock outcroppings would be assigned the Open Space zone, which will prevent future development of the hilltop and protect the existing natural slopes and rock outcroppings.

The project site is bounded by Neighborhood or Community Commercial zoned land to the north, northwest and west. Existing tract homes are located further to the northwest, southwest and northeast. Vacant Open Space and R30 land use is located to the east and south which was recently changed in conjunction with the R30 Housing Element conformance project.

Based upon the conclusions of a Focused Traffic Analysis prepared by Kunzman Associates, Inc., in April 2013 for the project, anticipated project traffic resulting from the proposed Plot Plan, Zone Change, and General Plan Amendment is less than traffic projections under the current land use and will not exceed General Plan build out traffic projections for the project site

The proposed land use change and apartment project is compatible with surrounding land uses and will not physically divide an established community. The proposed changes establish a mix of residential land use and open space that results in an appropriate residential density for the area and protection for the slopes and rock outcroppings that is consistent with the General Plan, and its goals, objectives, policies and programs.

Variance – P12-114

A variance is proposed to reduce the covered parking requirement from 2 spaces per unit to 1 space per unit for 3-bedroom apartments. The proposed variance to reduce the covered parking requirement will not result in a deficiency in total required parking for the project.

Municipal Code Section 9.02.100 states that variances are intended to provide for equity in use of property, and to prevent unnecessary hardships that might result from a strict or literal interpretation and enforcement of certain regulations prescribed by this title.

The project site includes a rocky hillside with topography that varies from level to sloping with substantial rock outcroppings. The project design is consistent with General Plan and Municipal Code guidelines regarding protection of slopes, ridgelines and rock outcroppings. The result is a developable portion of the site that is irregular in shape which poses challenges when designing the project to meet required parking lot landscape, required parking and required covered parking requirements.

The proposed reduction in covered parking is consistent with Objective 8.9 of the City's Housing Element which encourages a review of parking standards for multi-family 3 and 4 bedroom units, including covered parking requirements to determine if reductions are appropriate.

Per the requirements of Municipal Code Section 9.02.100, required findings have been prepared in support of the variance. The findings are attached to this report in Planning Commission Resolution #2013-17.

Plot Plan – PA13-0006

Plot Plan PA13-0006 proposes to develop a 141 unit apartment project on approximately 10 acres located at the southeast corner of Alessandro Boulevard and Lasselle Street.

The project will include eight apartment buildings with a unit mix that includes 1, 2 and 3 bedroom apartments ranging from 723 square feet to 1,301 square feet

The site design includes an even distribution of open, covered and visitor parking, trash enclosures, and landscape planters. Other amenities include four laundry facilities, three tot lots, two recreation buildings and a pool.

Surrounding Area

The area surrounding the proposed project includes vacant commercial land at the northwest, northeast and southwest corners of Alessandro Boulevard and Lasselle Street. The vacant property at the northeast corner of Alessandro and Lasselle has an active approval for development of a grocery store. Vacant land immediately to the north is zoned R5 for single-family development and to the south, east and southeast is Open Space and R30 land use recently changed in conjunction with the Housing Element conformance project.

Existing tract homes are located to the southwest in the RS-10 and R5 zones and to the northwest in the R5 zone on the west side of Lasselle Street and to the northeast along Morrison Street between Bay Street and Alessandro Boulevard. The Riverside County Medical Center is located approximately one mile to the southeast at Nason Street and Cactus Avenue.

Overall, the proposed Plot Plan, Zone Change, and General Plan Amendment are compatible with the City's General Plan and adjacent land uses.

Access/Parking

The apartment project is proposed to be gated with right-in, right-out access at the Alessandro Boulevard driveway due to a required raised median along Alessandro Boulevard. The Lasselle Street driveway will be restricted to emergency vehicle and exit only access.

The project includes garage and carport parking for the residents and additional uncovered parking for residents and guests.

Subject to approval of Variance application P13-029 and as designed and conditioned, the project satisfies all parking requirements of the City's Municipal Code.

Design/Landscaping

The proposed project includes a total of eight 3-story apartment buildings of contemporary California Mission style architecture. The buildings will include tuck-under parking garages that are mainly oriented towards the interior of the site which allows the building fronts to face the street.

The design of the development relies on simple massing with details that include recessed windows, articulated roof overhangs, and arch details at the stair enclosures and private patios. Variation among the buildings is created with multiple color schemes and an assortment of details, including decorative stone elements, metal awnings, decorative wrought iron elements, exposed rafter tails, and trellis structures.

The recreation buildings are is consistent with project architecture in colors, materials and level of detail.

This project has been reviewed and the design of the proposed plot plan conforms to all development standards of the R30 zone and the design guidelines for multiple family uses as required within the City's Municipal Code.

Decorative wrought iron or tubular steel fences and gates with stucco and/or stone treated pilasters are required for any perimeter fences/walls. Decorative block is required for all retaining walls. The walls and fences for this project are conditioned to be consistent with the City's Municipal Code standards for placement, height and materials.

REVIEW PROCESS

In the review of this project, consideration was given to the potential impact to surrounding land uses by the proposed project.

Upon review by the Project Review Staff Committee (PRSC) in March 2013, modifications were required to the plot plan exhibits and preliminary grading plan. Comments from staff included the preparation of studies by a qualified consultant(s) to address potential impacts to cultural resources, a general biological assessment, an assessment for burrowing owl, a focused traffic analysis, a slope stability analysis and a preliminary water quality management plan.

Revised plans and studies were submitted in April and May 2013. Upon review of the studies and the revised exhibits, a determination was made to schedule the project for a Planning Commission public hearing.

ENVIRONMENTAL

Biological Resources

A Biological Reconnaissance Survey and Habitat Assessment for Burrowing Owl was prepared in April 2013 by Tetra Tech. Based on the results of the field survey of the site, there is no likelihood of sensitive resources being found on the site. No sensitive plant or animal species were observed on the site. No suitable habitat for occupation by burrowing owls was observed and no signs of burrowing owl or owls were observed on the site.

The consultant does not recommend additional surveys for burrowing owl. However, the project has been conditioned to conduct a pre-construction survey for burrowing owl, 30 days in advance of grading or site disturbance.

No suitable habitat or Multiple Species Habitat Conservation Plan (MSHCP) designated survey areas for riparian and wetland-associated plant and animal species are present on the project site. No vernal pools or vernal pool species are present on the project site.

Cultural Resources

Archaeological surveys were prepared for the project site in 2007 and again in 2013. The archaeological surveys did not identify cultural resources within the boundaries of the proposed development nor recommend monitoring or other mitigation.

However, in order to avoid impacts to potential cultural resources within the project site boundaries, conditions of approval and mitigation measures have been included for the project to ensure the participation of a monitor(s) including a qualified archaeologist and tribal representatives during all grading and site disturbance activities.

If recorded archaeological sites are found to be within the limits of the project site within undisturbed slopes or rock outcroppings, a long-term preservation plan for the protection of these cultural resources will be prepared and executed between the appropriate Native American Tribe and the Project Applicant.

Slopes

This site includes a hillside with steep slopes and rock outcroppings. The project proposes some manufactured slopes which are conditioned to comply with City Public Works standards for storm runoff and slope design. The manufactured slopes will be landscaped and irrigated for erosion control.

Based upon the results of a slope stability analysis, conditions of approval and mitigation measures have been included for the project. As designed and conditioned and with the enforcement of mitigation measures, impacts from landslides are less than significant.

NOTIFICATION

Public notice was sent to all property owners of record within 300' of the project and other interested parties. The public hearing notice for this project was also posted on the project site and published in the local newspaper.

REVIEW AGENCY COMMENTS

Staff received the following responses to the Project Review Staff Committee transmittal; which was sent to all potentially affected reviewing agencies.

Agency	Response Date	Comments
Riverside Transit Agency	March 21, 2013	Bus stop request
Pechanga Band of Mission Indians	April 25, 2013	Request for consultation
Soboba Band of Luiseno Indians	April 24, 2013	Request for consultation

Staff has coordinated with the responsible agencies listed above and where applicable, conditions of approval have been included to address concerns from the responding agencies.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission **APPROVE** Resolution No. 2013-17 and thereby **RECOMMEND** that the City Council:

1. **ADOPT** a Mitigated Negative Declaration for PA13-0008 (General Plan Amendment), PA13-0007 (Change of Zone), P13-029 (Variance) and PA13-0006 (Plot Plan), pursuant to the California Environmental Quality Act (CEQA) Guidelines; and

2. **APPROVE** PA13-0008 (General Plan Amendment), PA13-0007 (Change of Zone), P13-029 (Variance) and PA13-0006 (Plot Plan) based on the findings contained in this resolution, and as shown on the attachments included as Exhibits A and B, and subject to the attached conditions of approval included as Exhibit C.

Prepared by:

Jeff Bradshaw
Associate Planner

Approved by:

John C. Terell, AICP
Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2013-17
3. Negative Declaration
4. Initial Study Checklist
5. Aerial Photograph
6. Architectural Plans
7. Preliminary Grading

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MV00206609

Boulder Ridge Family Apartments

Aerial Photograph

Legend

- Highways
- Parcels
- Roads
- Ortho Photography
- Waterbodies
- City Boundaries
- Calimesa
- Moreno Valley
- Perris
- Riverside

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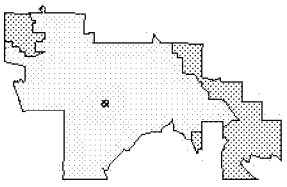

City of Moreno Valley
14177 Frederick St
Moreno Valley, CA 92553

DISCLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.

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MORENO VALLEY

Item No. E.3

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BOULDER RIDGE FAMILY APARTMENTS

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A6.0 ROOF PLAN
A7.0-A7.15 ELEVATIONS
A8.0 TYPICAL BUILDING SECTION
A9.0 UNIT PLANS
A10.0 MATERIALS BOARD
C1.0 PRELIMINARY GRADING PLAN
L1.0 PRELIMINARY LANDSCAPE

A PROJECT BY:

RANCHO BELAGO DEVELOPERS. INC.
5051 CANYON CREST DRIVE,
SUITE 200
RIVERSIDE, CA 92507

DESIGN TEAM:

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SANTA MONICA, CA 90401
CONTACT: MANNY GONZALEZ
T:310.394.2623
MGONZALEZ@KTGY.COM
WWW.KTGY.COM

CIVIL ENGINEER:
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23640 TOWER STREET, SUITE #3
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CONTACT: DAVID SLAWSON
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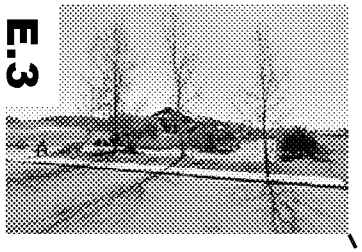

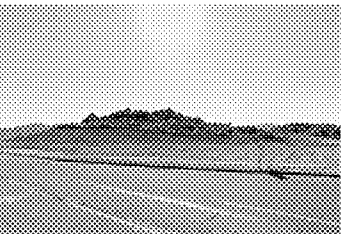

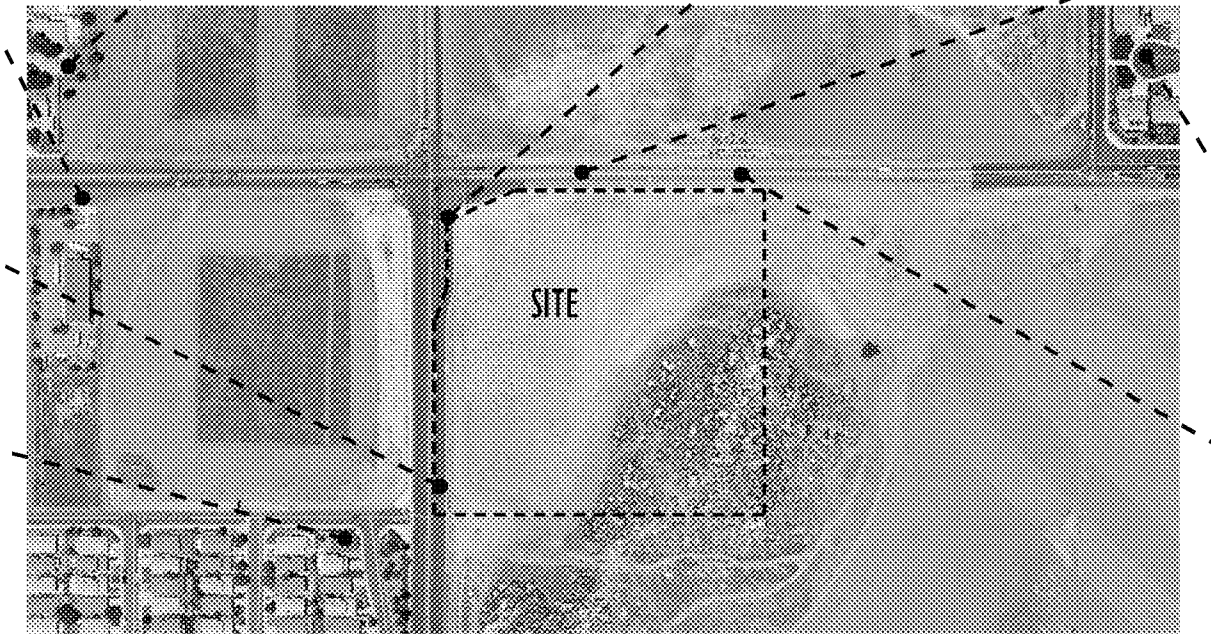

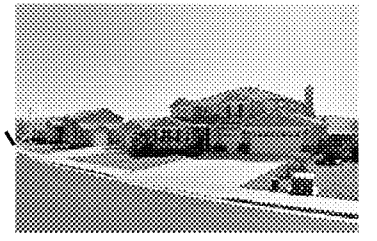

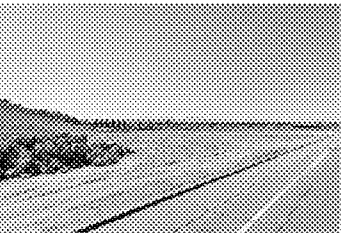

BOULDER RIDGE FAMILY APARTMENTS

PROJECT LOCATION

A2.0

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2012-0340.01
CASE # PA13-0006

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MV00206613

BOULDER RIDGE FAMILY APARTMENTS

PERSPECTIVE VIEW - ALESSANDRO ENTRY

A3.0

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BOULDER RIDGE FAMILY APARTMENTS

PERSPECTIVE VIEW - LASSELLE ENTRY

A3.1

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BOULDER RIDGE FAMILY APARTMENTS

PERSPECTIVE VIEW - CORNER VIEW

A3.2

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BOULDER RIDGE FAMILY APARTMENTS

PERSPECTIVE VIEW - AERIAL VIEW

A3.3

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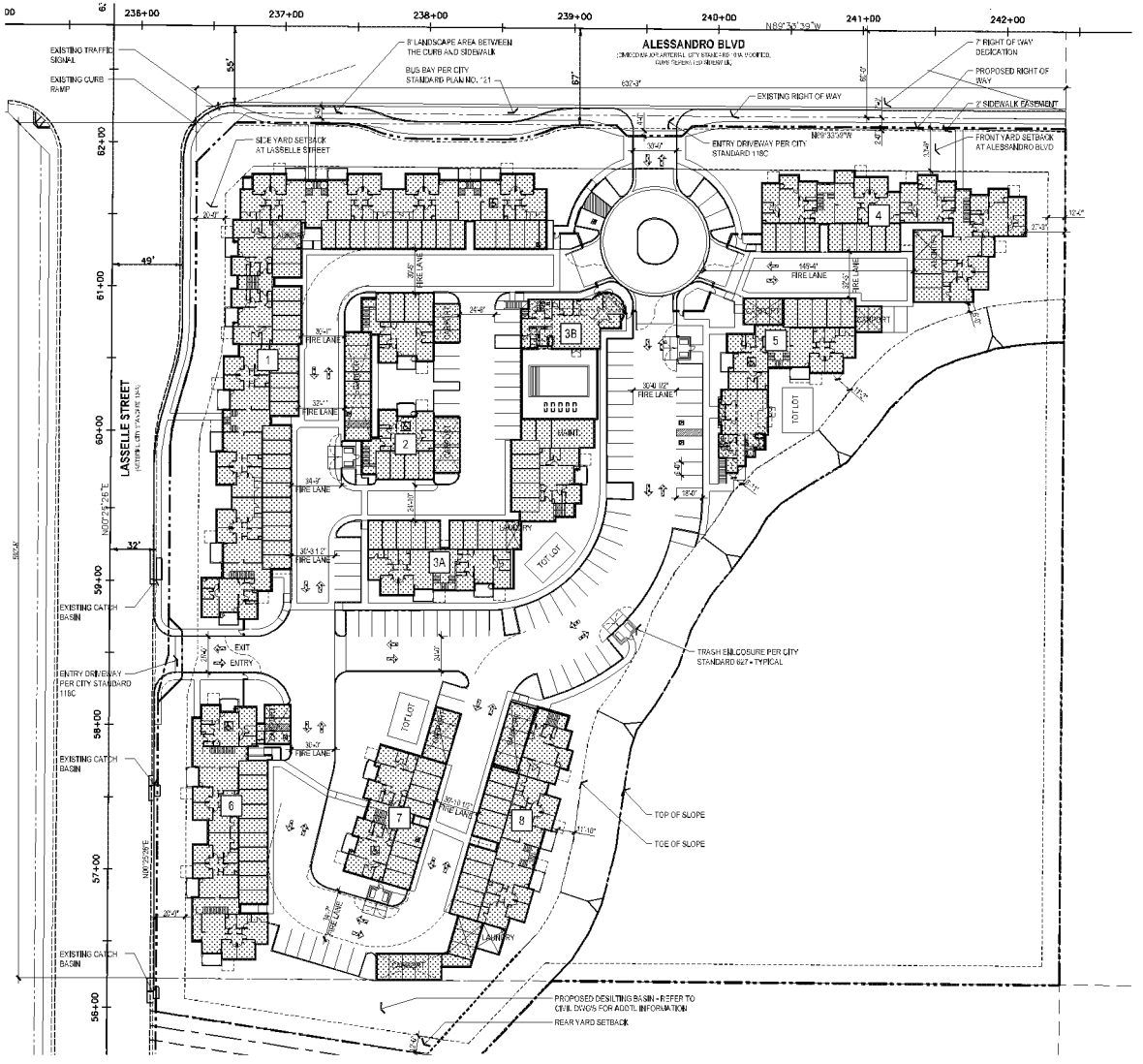

Project Description:

A 141 unit affordable apartment project on an 8.5 acre parcel including eight apartment buildings, two clubhouses with tot lots, and a pool. The unit mix includes 1, 2, and 3 bedroom apartments ranging from 680 square feet to 1,301 square feet. This project will require a zone change and general plan amendment to allow for a higher density multi-family land use.

Legal Description:

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:
LOT 4 IN BLOCK 120, MAP NO. 1 BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 10, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN BERNARDINO COUNTY, CALIFORNIA, TOGETHER THE SOUTH HALF OF ALESSANDRO BOULEVARD AND THE EAST HALF OF LASSELLE STREET, WITHIN SAID BLOCK, LYING WESTERLY OF THE EASTERLY LINE OF SAID LOT, PROLONGED NORTHERLY AND NORTHERLY OF THE SOUTHERLY LINE OF SAID LOT, PROLONGED WESTERLY

Project Data

Project Info:
Address: Southeast corner of Alessandro Blvd. & Lasselle St.
APN: 486-280-044
City Case #: PA13-0006, 0007, 0008

Site Area Information

Gross Site Acreage:	10.20 ACRES
Adjusted Net Acreage:	5.61 ACRES
(excludes the 2.95 acre open space/rock outcropping)	

Zoning Information

Current:	NC (Neighborhood Comercial) & R-15 (Residential-15)	
Proposed:	R-30	

Unit Mix:

1 Bedroom:	14	(10%)
2 Bedroom:	79	(56%)
3 Bedroom:	48	(34%)

Unit SF Summary:

Unit Plan	Unit Type	SF
Plan 1A	1bd/1ba	680.4 sf
Plan 2A	2bd/1ba	877.1 sf
Plan 2B	2bd/2ba	1,015.5 sf
Plan 3A	3bd/2ba	1,301.3 sf

Recreation SF Summary:

Rec. Area	SF
Rec. Building 1	1,945 sf
Rec Building 2	1,580 sf
Pool Area	2,504 sf

Statistical Summary: (Based on Adjusted Net Acreage)

Open Space:	20%
Landscaping:	26%
Lot Coverage:	26%
Dwelling Units:	141 UNITS
Density:	25.1 DU / AC

Floor Area (MVMC Chapter 9.15.030):	194,643 SQ. FT.
Allowed Floor Area:	244,371.6 SQ. FT.
FAR:	0.80

Open Space Requirements:

Required Open Space:	42,300 SF
Provided Open Space:	52,214 SF

Parking Requirements: (Based on 100% Affordable Housing)
1B: 14 x 1 = 14
2B: 82 x 1.5 = 118.5
3B: 48 x 2 = 96
Total Stalls Required: 228.5 (4.57 Accessible Stalls)
Total Stalls Provided: 229 (6 Accessible Stalls)
(At least one accessible stall is provided for each type of parking per CBC 1109A.3)

Covered Stall Requirements:
1B: 14 x 1 = 14
2B: 82 x 1 = 79
3B: 48 x 1 = 48
Total Covered Stalls Required: 141
Total Covered Stalls Provided: 141
(108 Garages, 33 Carports)

Building	Const. Type		1ST Floor	2ND Floor	3RD Floor	TOTAL
Building 1	VA	3 STORY	21,322 SQ. FT.	21,322 SQ. FT.	21,322 SQ. FT.	63,966 SQ. FT.
Building 2	VB	3 STORY	3,973 SQ. FT.	3,973 SQ. FT.	3,973 SQ. FT.	11,919 SQ. FT.
Building 3A	VB	3 STORY	7,814 SQ. FT.	6890 SQ. FT.	6,913 SQ. FT.	21,617 SQ. FT.
Building 3B	VB	2 STORY	2012 SQ. FT.	663 SQ. FT.		2,675 SQ. FT.
Building 4	VB	3 STORY	8,879 SQ. FT.	8,879 SQ. FT.	8,879 SQ. FT.	26,637 SQ. FT.
Building 5	VB	3 STORY	5,252 SQ. FT.	4,674 SQ. FT.	3,695 SQ. FT.	13,621 SQ. FT.
Building 6	VB	3 STORY	7,795 SQ. FT.	7,795 SQ. FT.	7,795 SQ. FT.	23,385 SQ. FT.
Building 7	VB	3 STORY	4,016 SQ. FT.	4,016 SQ. FT.	4,016 SQ. FT.	12,048 SQ. FT.
Building 8	VB	3 STORY	6,055 SQ. FT.	6,055 SQ. FT.	6,055 SQ. FT.	18,165 SQ. FT.
TOTAL:						**194,333 SQ.FT.**

Building	1-Bed Units	2-Bed Units	3-Bed Units	TOTAL
Building 1	4	21	21	46 Units
Building 2	4	6	0	10 Units
Building 3A	0	12	3	15 Units
Building 3B	0	1	0	1 Units
Building 4	2	13	6	21 Units
Building 5	0	6	3	9 Units
Building 6	0	7	9	16 Units
Building 7	4	6	0	10 Units
Building 8	0	7	6	13 Units
TOTAL:	**14**	**79**	**48**	**141 Units**

GENERAL NOTES:

1. ALL BUILDINGS SHALL BE EQUIPPED WITH AN APPROVED FIRE SPRINKLER SYSTEM.
2. THE FIRE HYDRANT SYSTEM ON THE PUBLIC ROAD SHALL BE EXTENDED INTO THE AREA. FIRE HYDRANTS SHALL COMPLY WITH CFC 507.5.7 & MVMV 8.36.060 SECTION K.
3. THIS PROJECT IS LOCATED IN THE HIGH FIRE SEVERITY ZONE AND SHALL COMPLY WITH CBC CHAPTER 7A AND CFC CHAPTER 49.
4. FIRE LANES SHALL HAVE AN UNOBSTRUCTED WIDTH OF 30' FOR BUILDINGS MEASURING 35' OR HIGHER TO THE HIGHEST POINT AND 24' FOR ALL OTHERS.
5. ALL FIRE LANES SHALL HAVE A UNOBSTRUCTED VERTICAL CLEARANCE OF NOT LESS THAN 13'-6".
6. ALL ROOF DRAINS ARE TO BE DIRECTED TO LANDSCAPE AREAS.

0 20 40 80

BOULDER RIDGE FAMILY APARTMENTS

SITE PLAN

A4.0

MORENO VALLEY, CA

KTGY # 2012-0340.00
2012-0340.01
CASE # PA13-0006

05/15/2013

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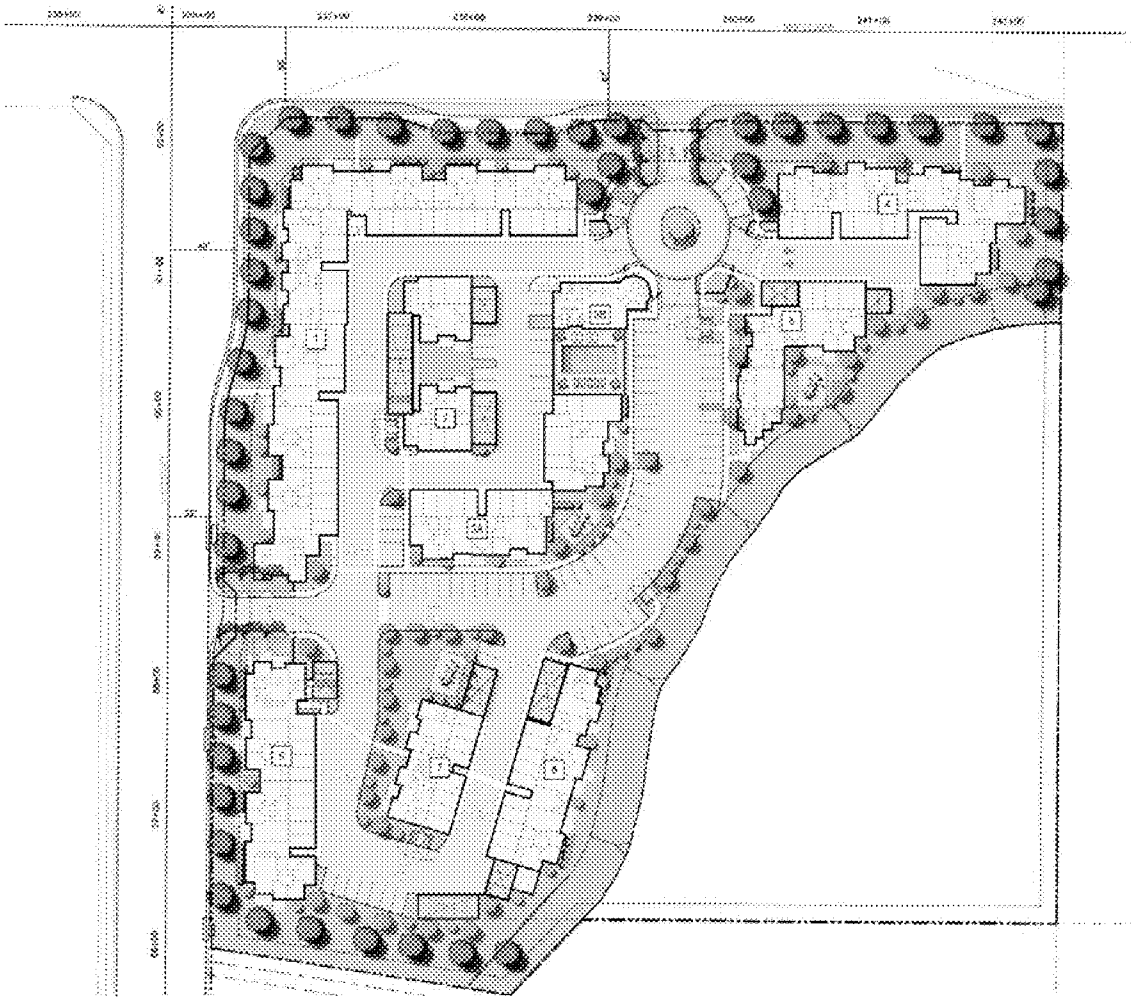

BOULDER RIDGE FAMILY APARTMENTS

SITE PLAN

A4.1

RANCHO BELAGO DEVELOPERS. INC.
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MORENO VALLEY, CA

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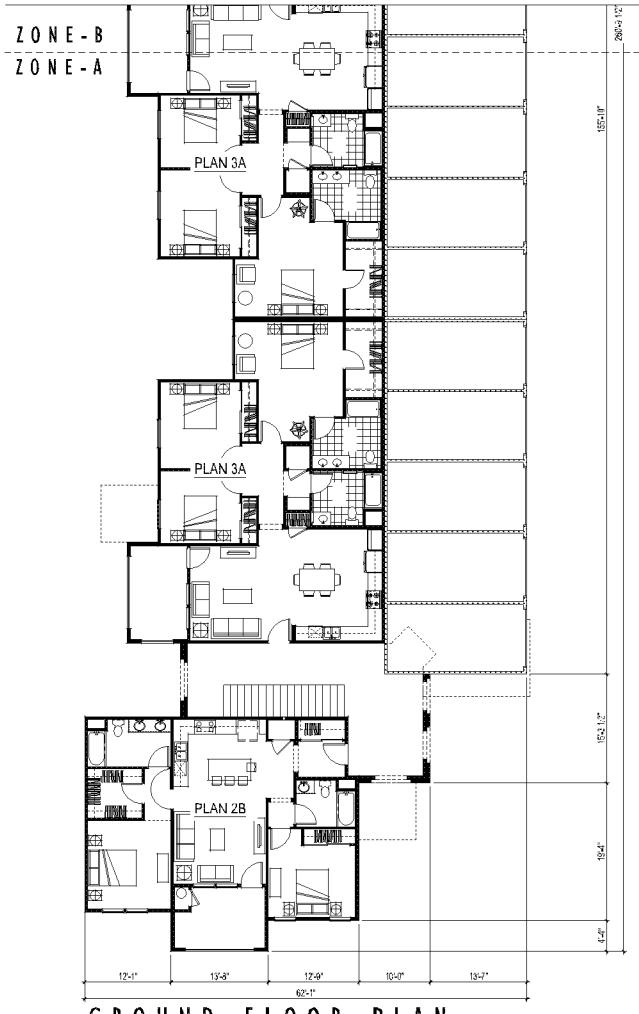

GROUND FLOOR PLAN

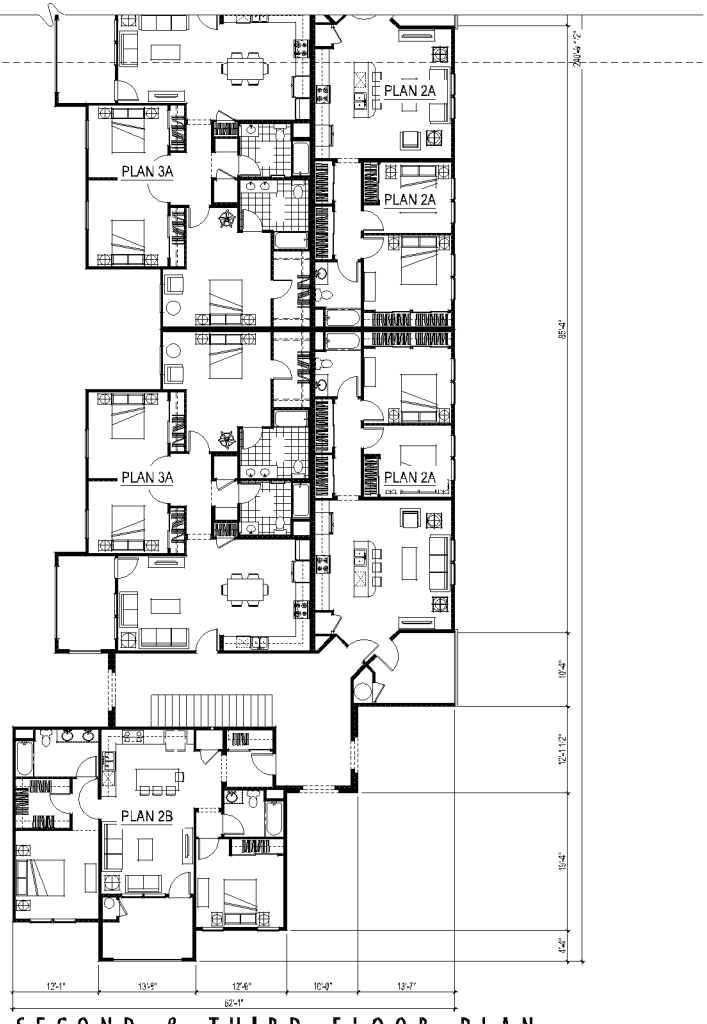

SECOND & THIRD FLOOR PLAN

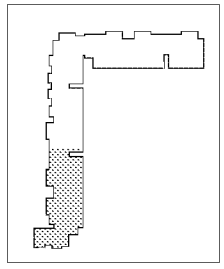

ZONE KEY

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BOULDER RIDGE FAMILY APARTMENTS

BUILDING-I PARTIAL FLOOR PLANS, ZONE-A

A5.0

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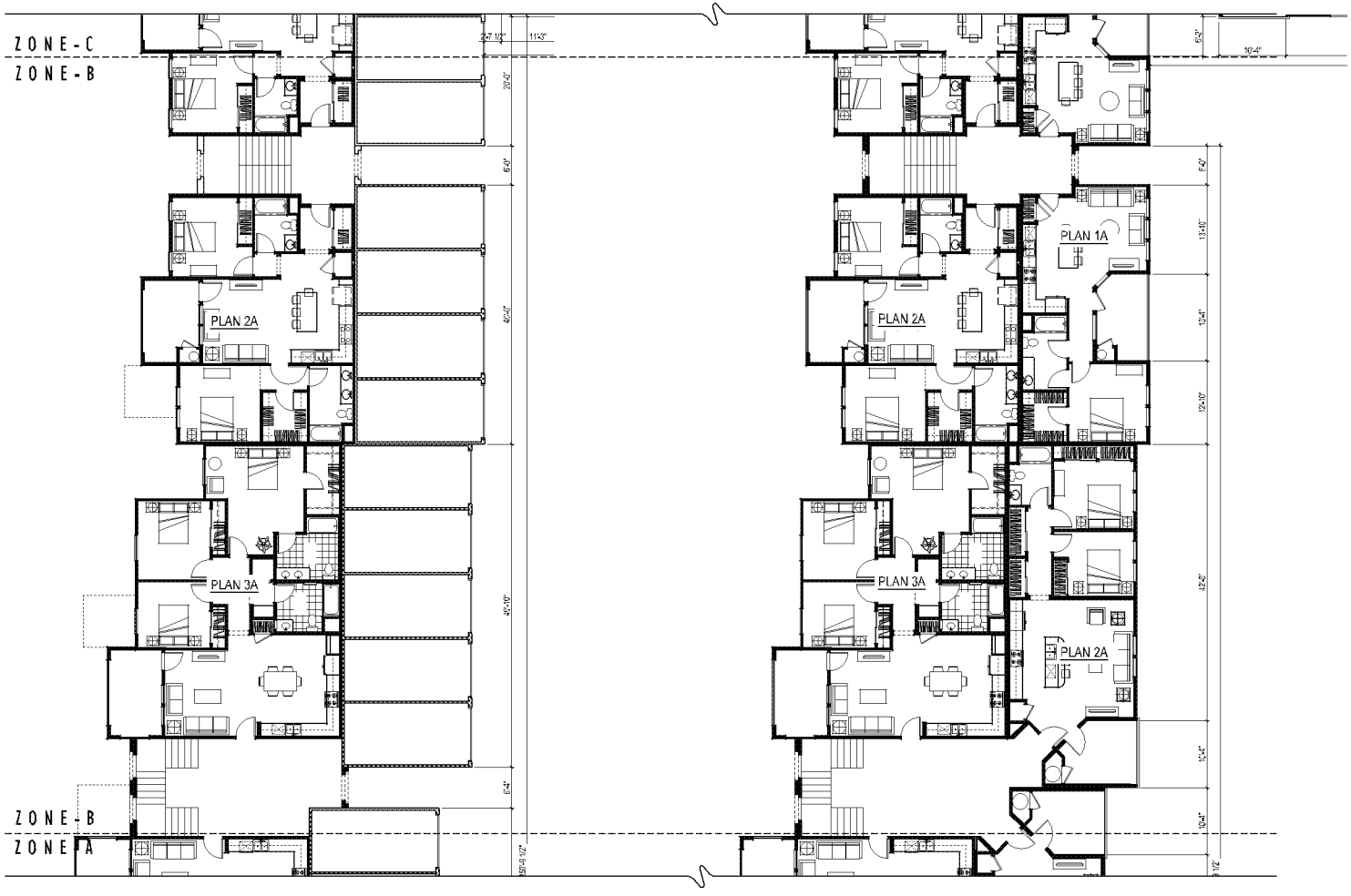

GROUND FLOOR PLAN

SECOND & THIRD FLOOR PLAN

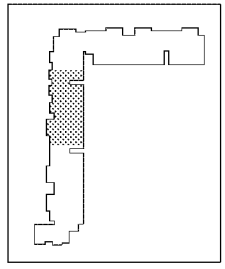

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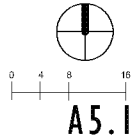

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-I PARTIAL FLOOR PLANS, ZONE-B

A5.1

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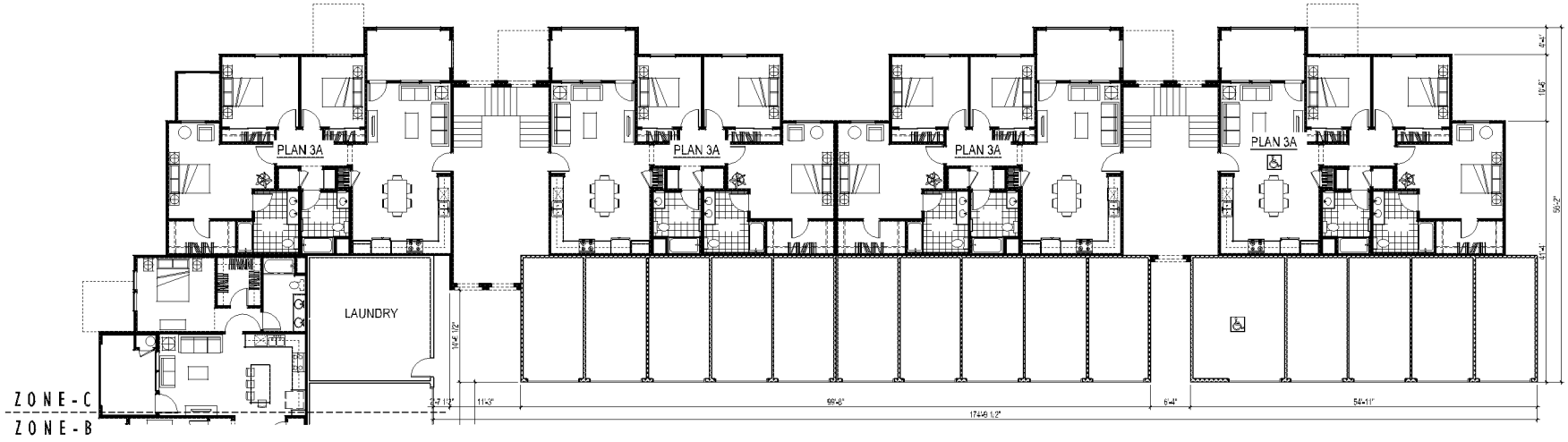

GROUND FLOOR PLAN

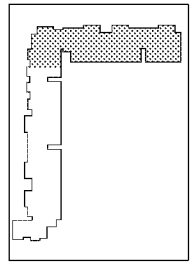

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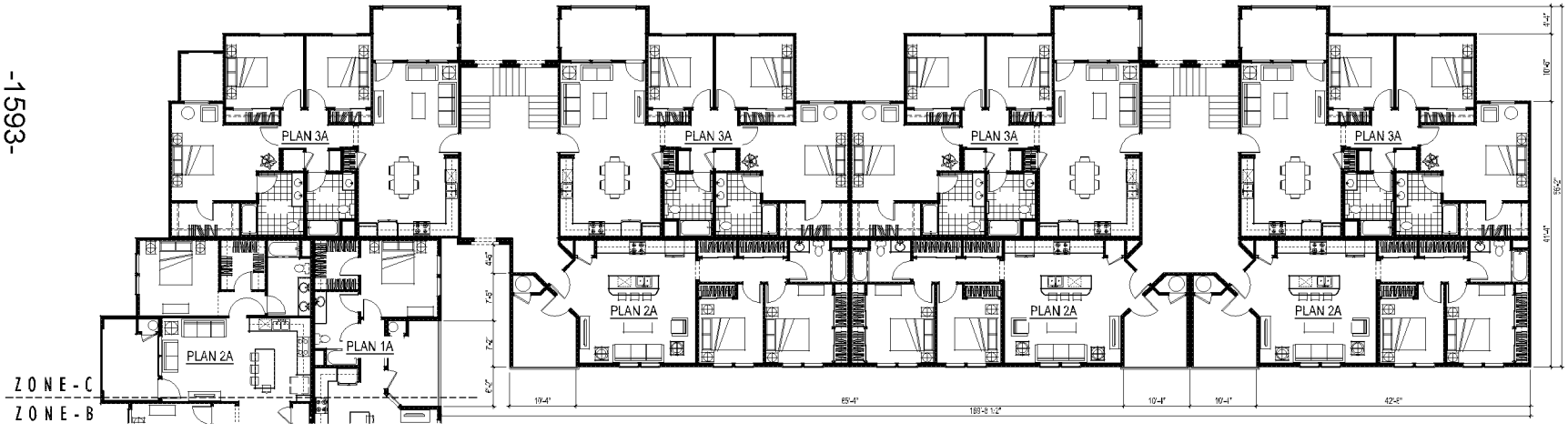

SECOND & THIRD FLOOR PLAN

0 4 8 16

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-I PARTIAL FLOOR PLANS, ZONE-C

A5.2

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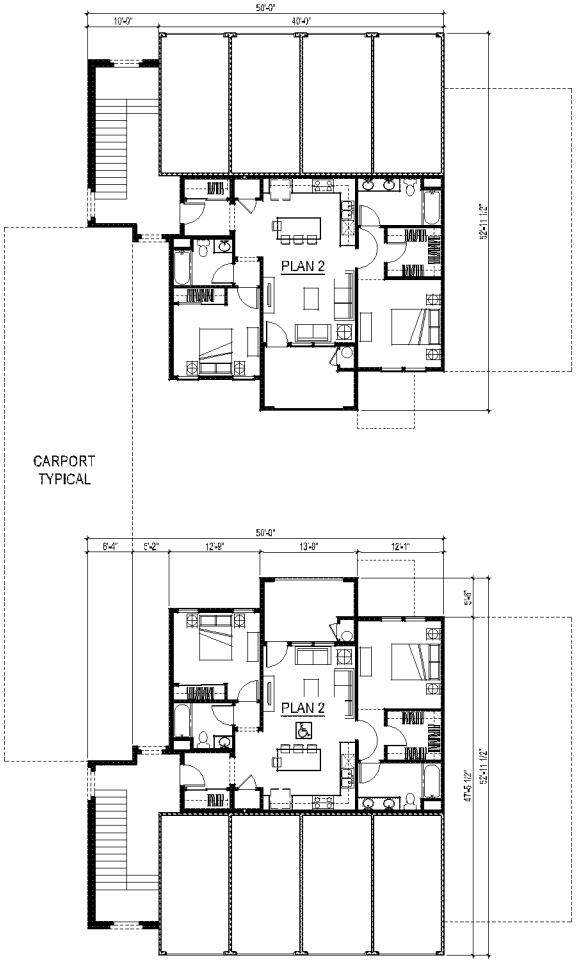

GROUND FLOOR PLAN

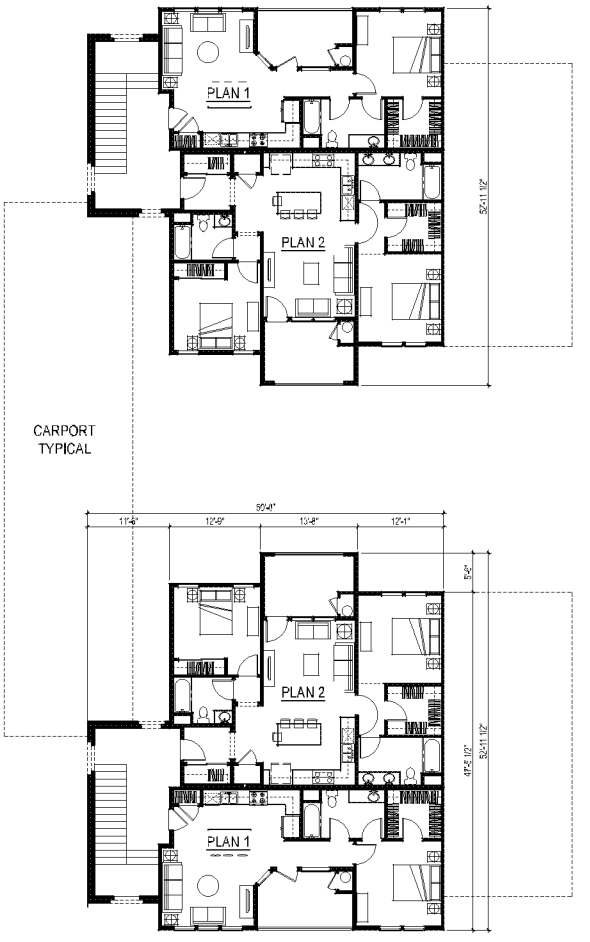

SECOND & THIRD FLOOR PLAN

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-2 FLOOR PLANS

0 4 8 16

A5.3

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2012-0340.01
CASE # PA13-0006

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GROUND FLOOR PLAN

ZONE - A

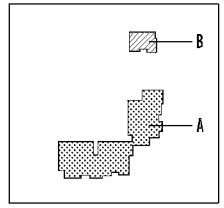

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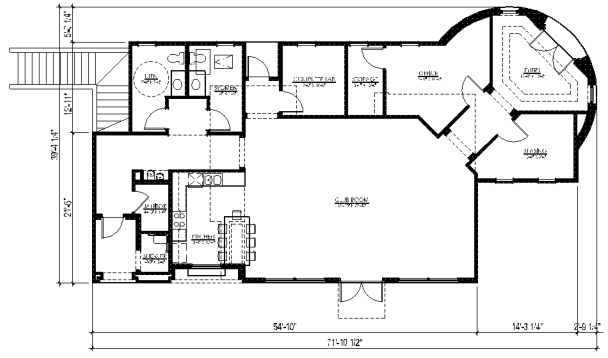

GROUND FLOOR PLAN

ZONE - B

0 4 8 16

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-3A & 3B FLOOR PLANS

A5.4

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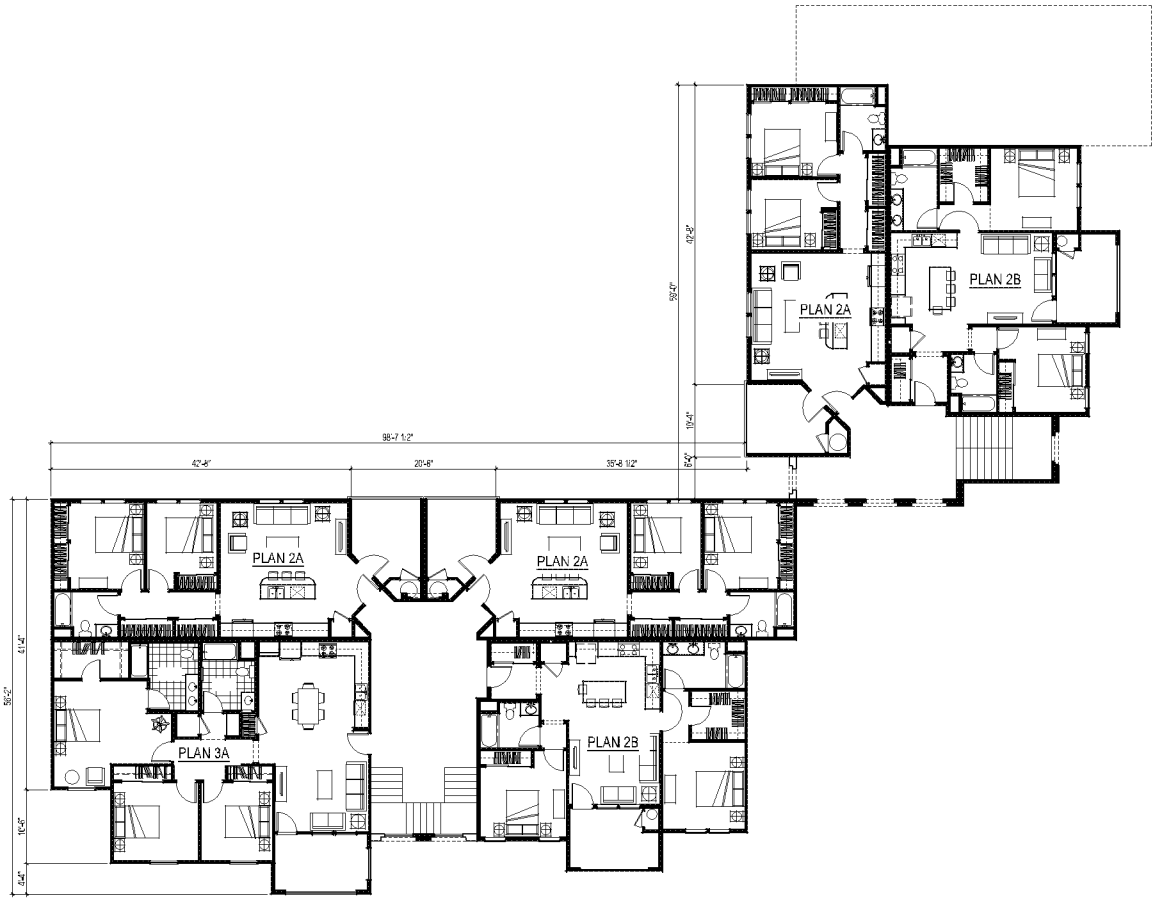

SECOND & THIRD FLOOR PLAN

ZONE - A

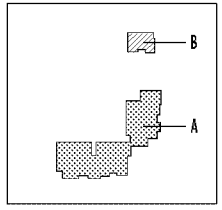

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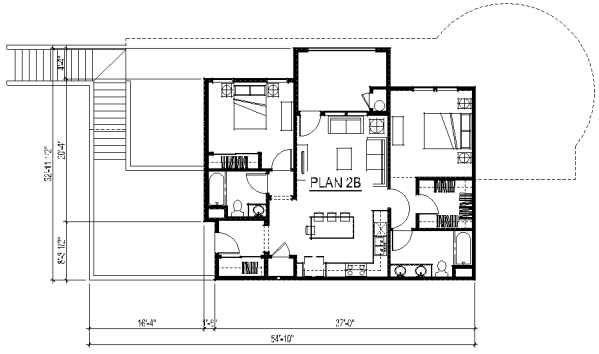

SECOND FLOOR PLAN

ZONE - B

Scale 0 4 8 16

0 4 8 16

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-3A & 3B FLOOR PLANS

A5.5

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GROUND FLOOR PLAN

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-4 FLOOR PLANS

A5.6

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SECOND & THIRD FLOOR PLAN

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-4 FLOOR PLANS

0 4 8 16

A5.7

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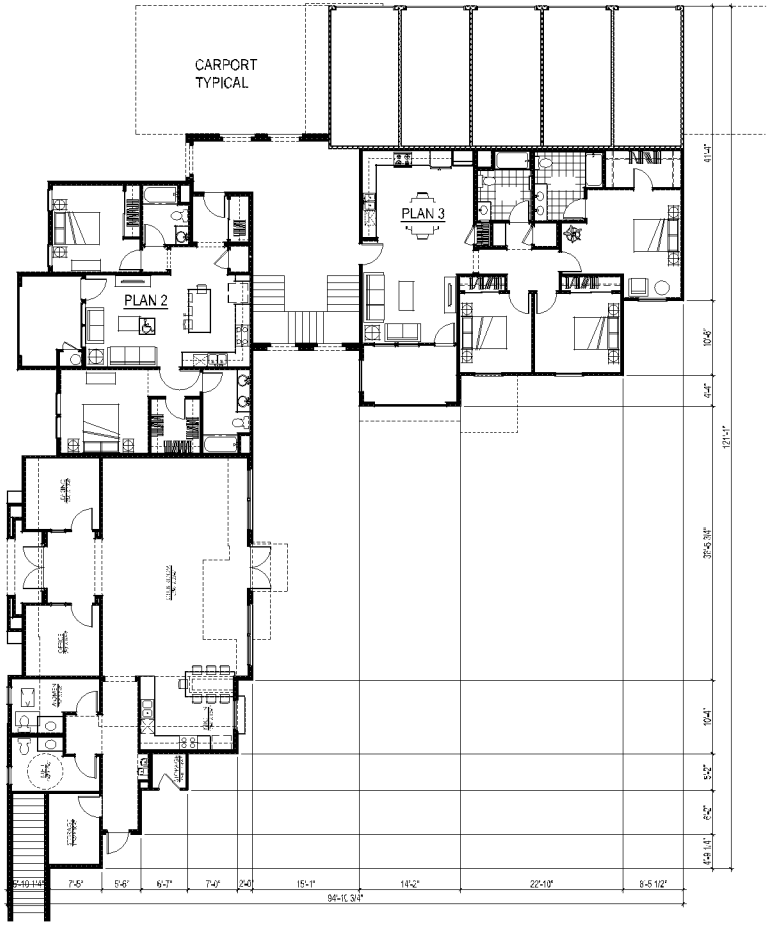

GROUND FLOOR PLAN

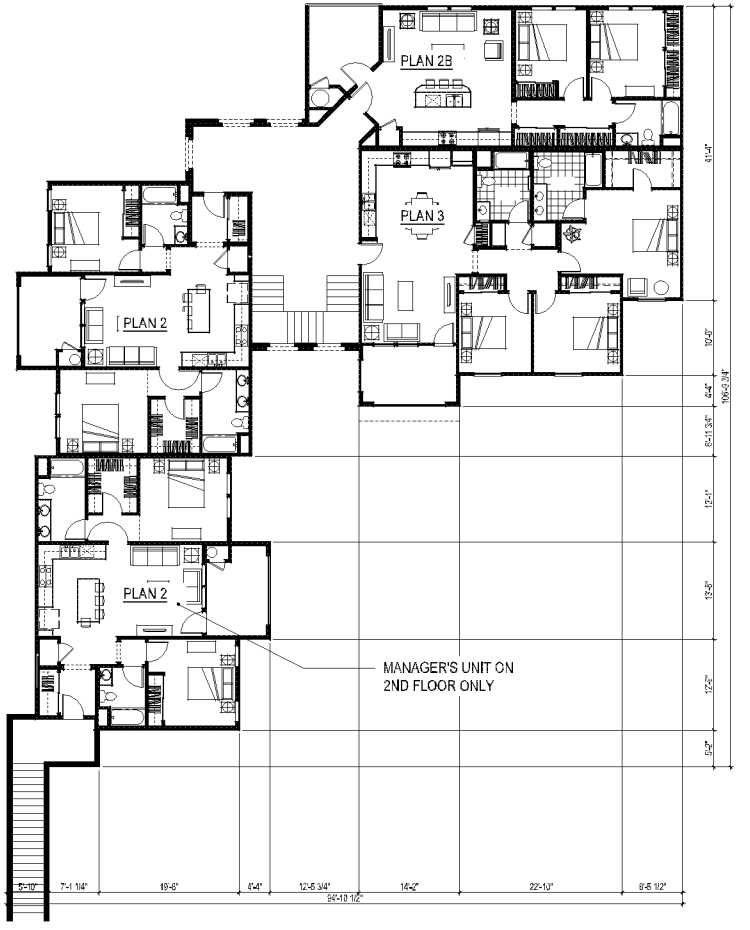

SECOND & THIRD FLOOR PLAN

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-5 FLOOR PLANS

A5.8

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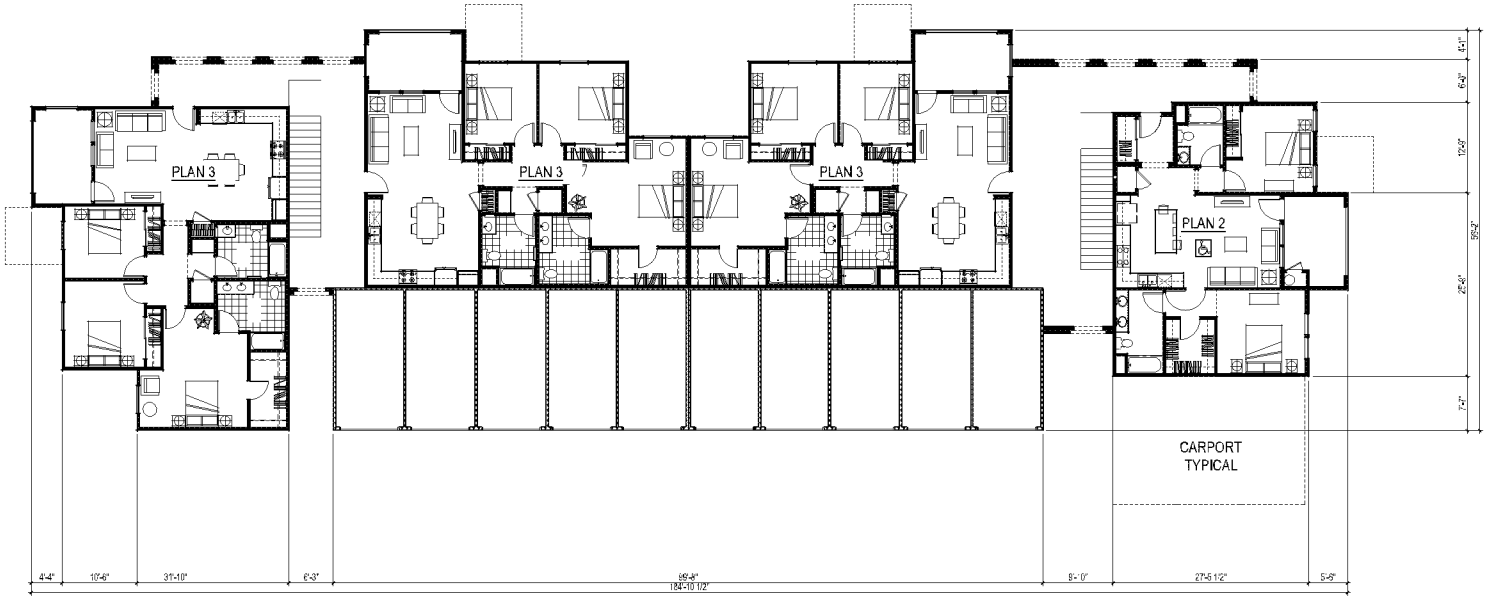

GROUND FLOOR PLAN

0 4 8 16

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-6 FLOOR PLANS

A5.9

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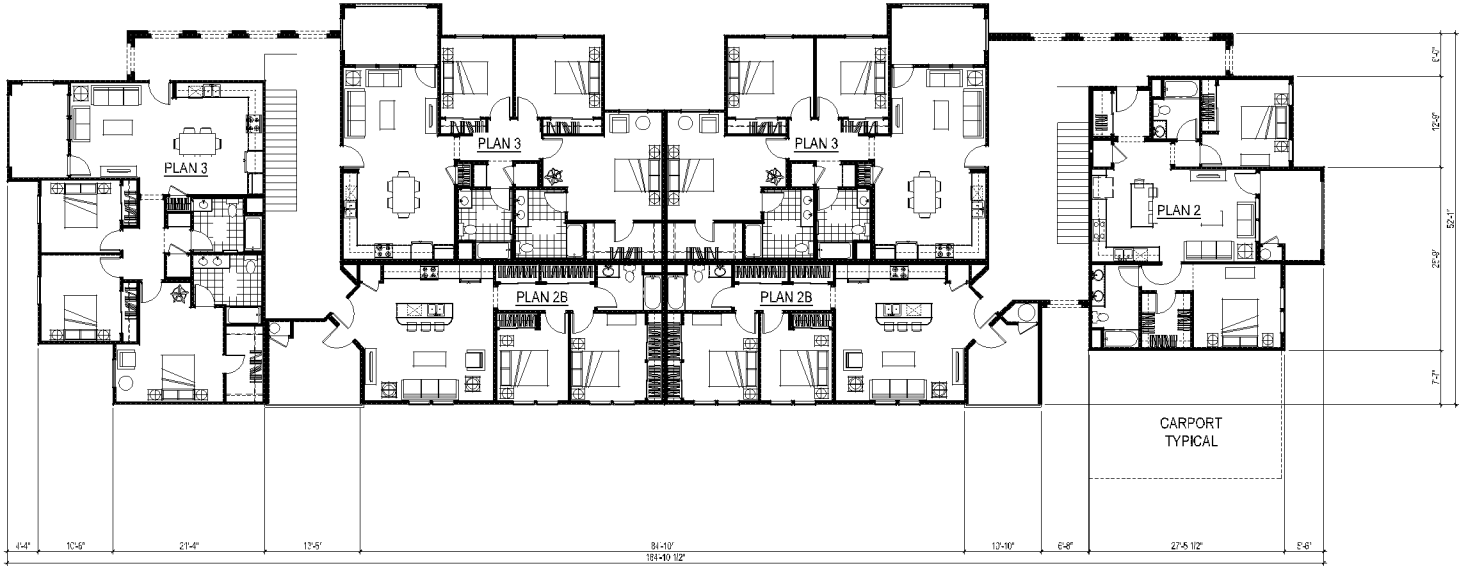

SECOND & THIRD FLOOR PLAN

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-6 FLOOR PLANS

0 4 8 16

A5.10

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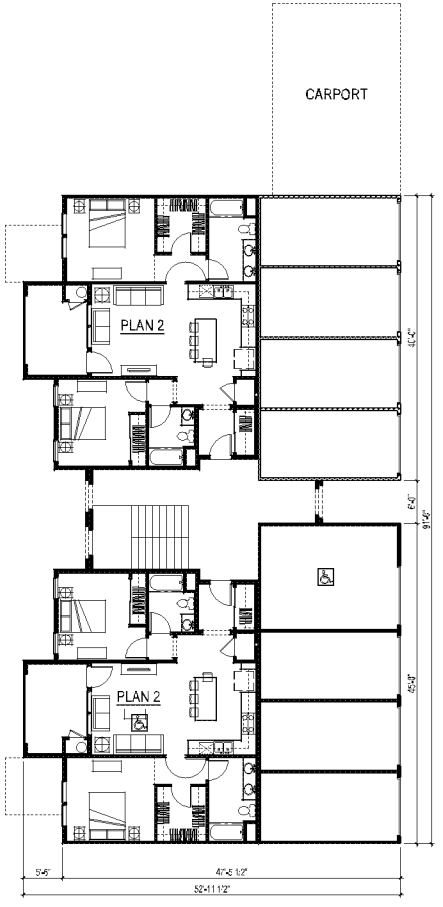

GROUND FLOOR PLAN

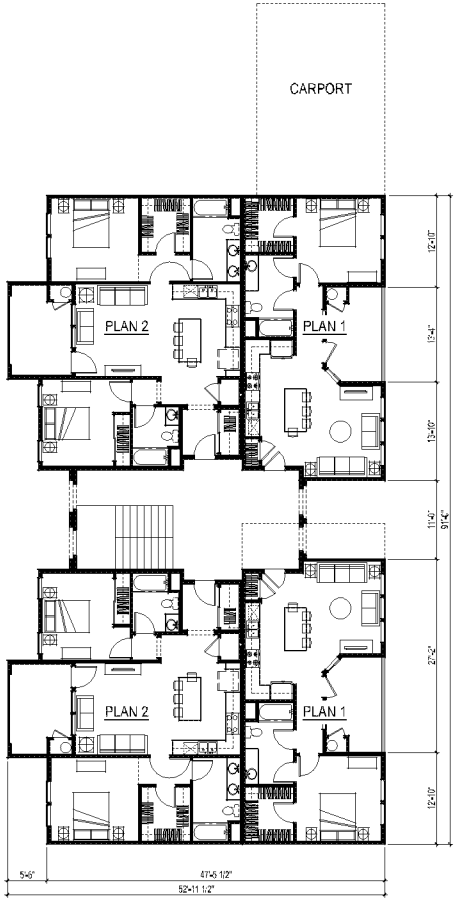

SECOND & THIRD FLOOR PLAN

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-7 FLOOR PLANS

0 4 8 16

A5.11

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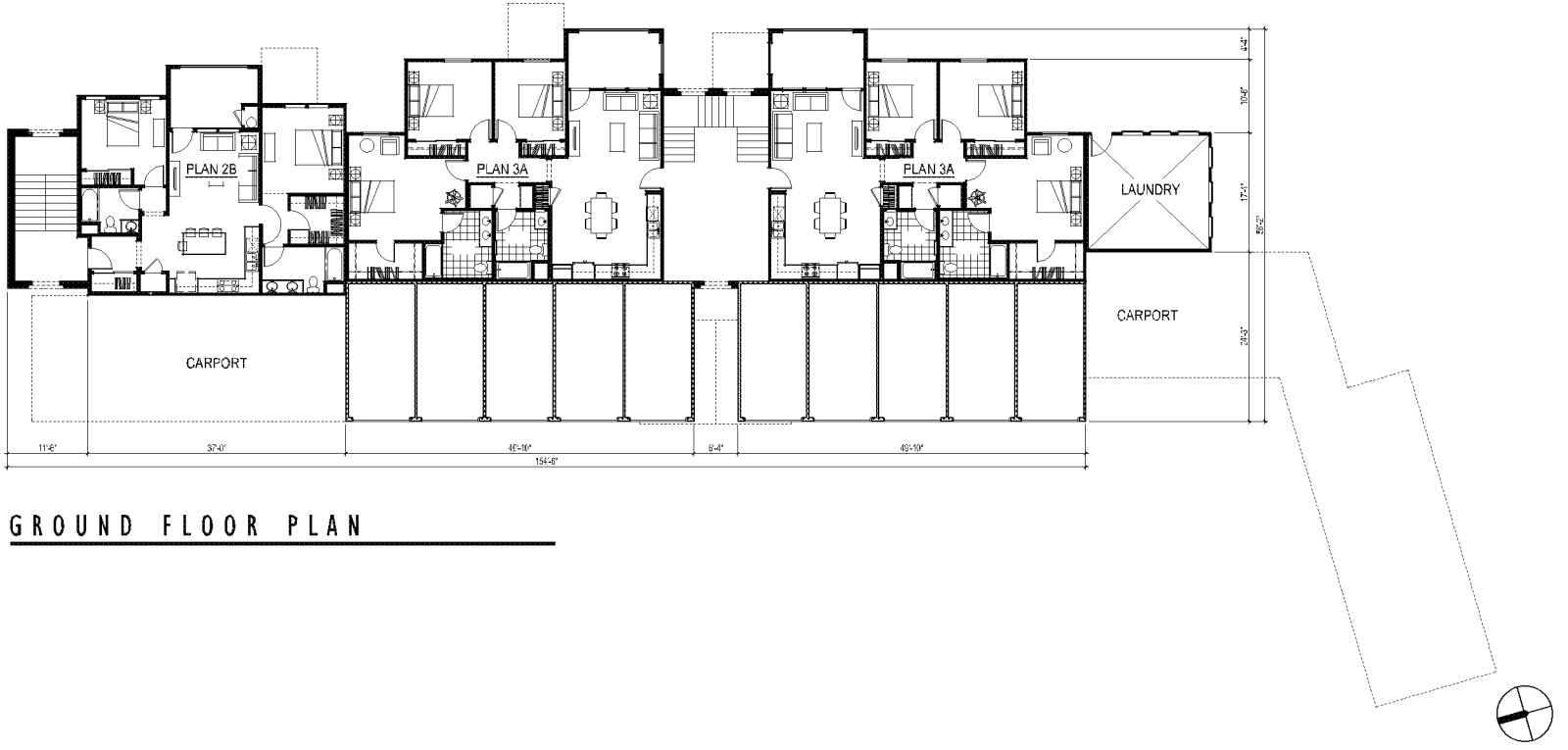

GROUND FLOOR PLAN

0 4 8 16

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-8 FLOOR PLANS

A5.12

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SECOND & THIRD FLOOR PLAN

0 4 8 16

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-8 FLOOR PLANS

A5.13

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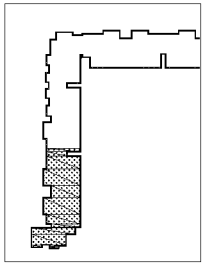

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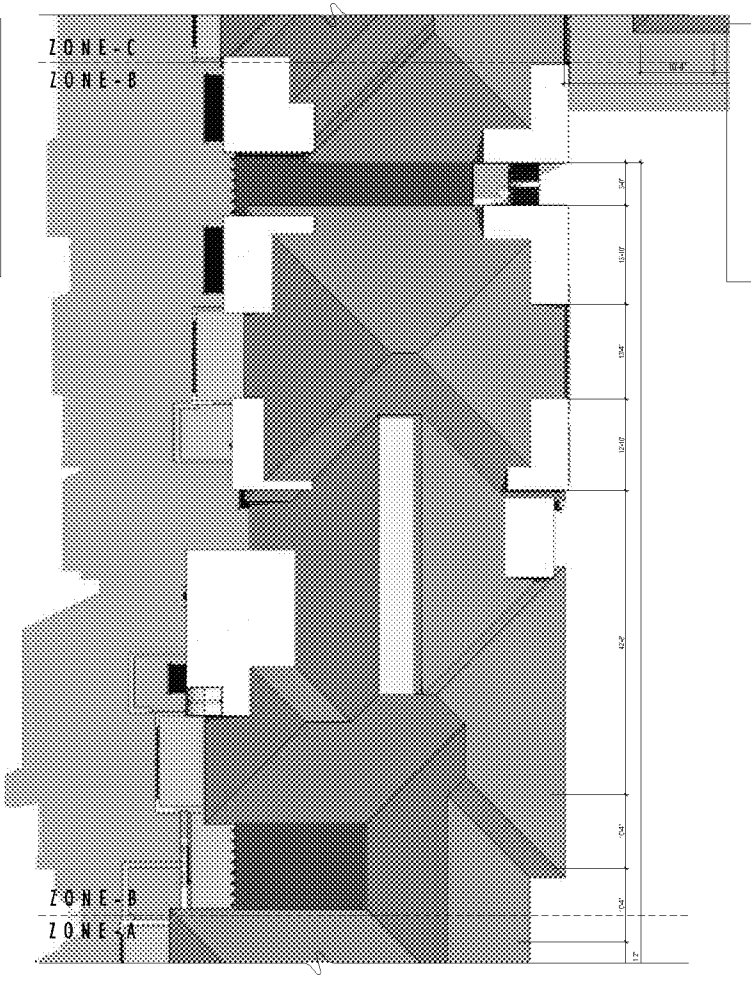

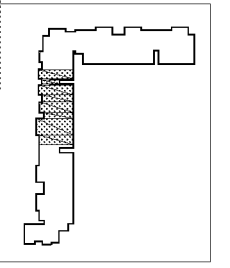

ZONE KEY

ROOF PLAN

0 4 8 16

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-I PARTIAL ROOF PLANS, ZONE-A&B

A6.0

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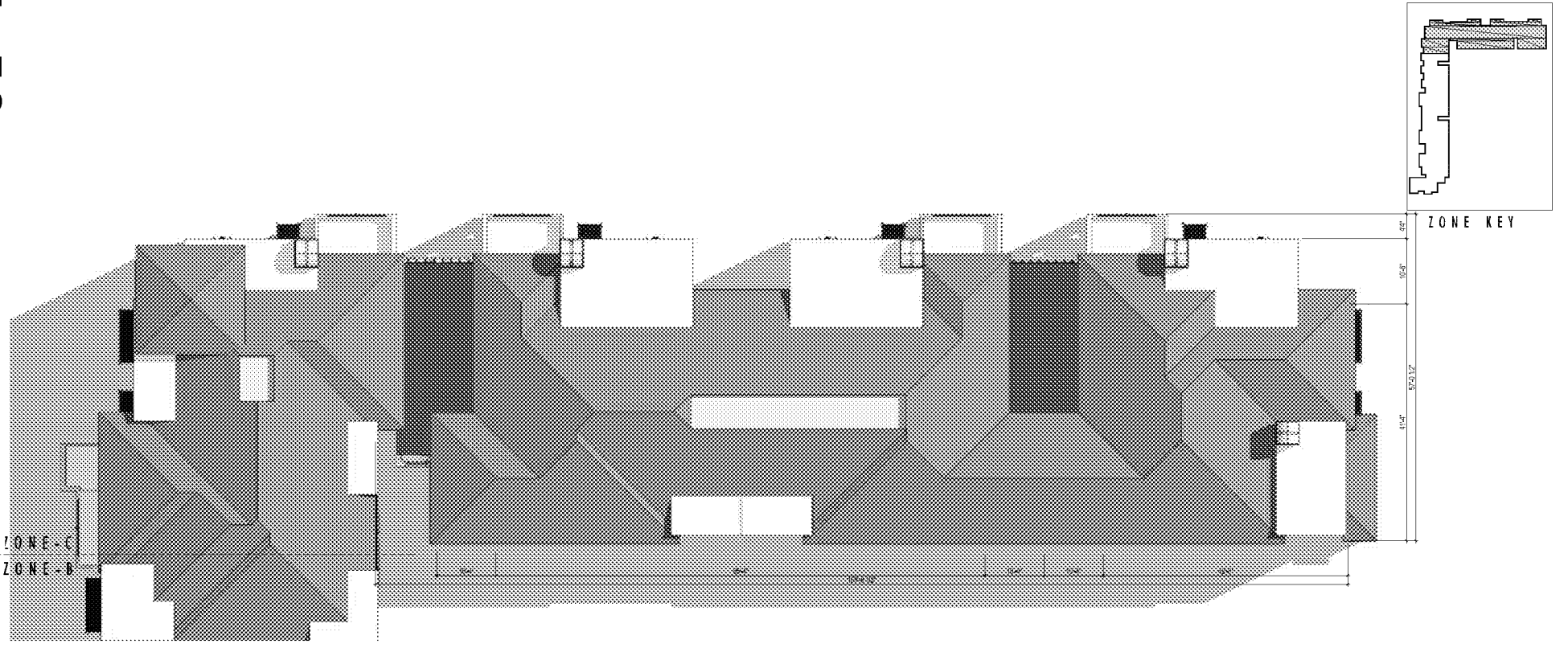

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-I PARTIAL ROOF PLAN, ZONE-C

A6.1

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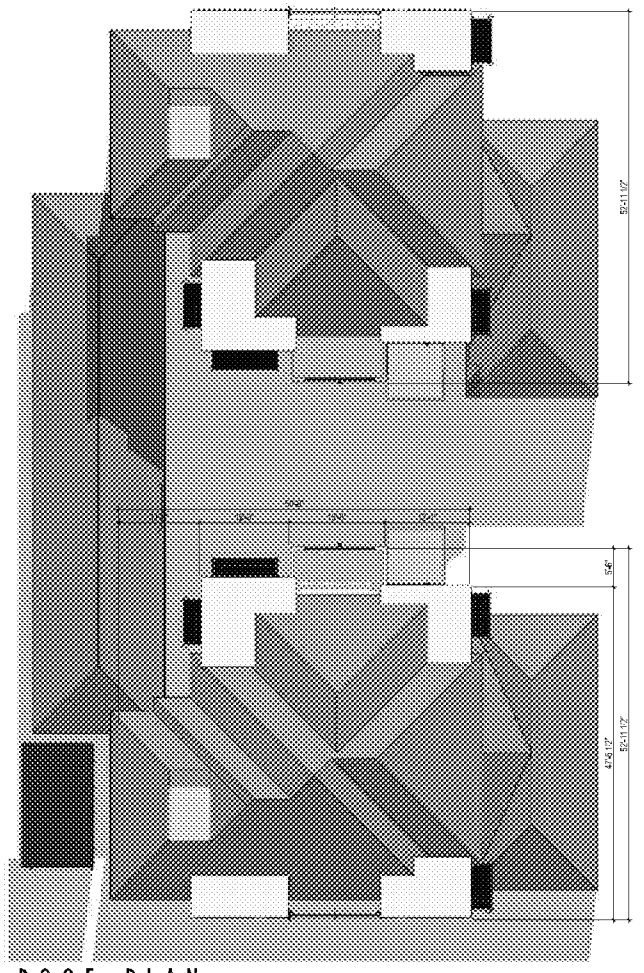

ROOF PLAN

0 4 8 16

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-2 ROOF PLAN

A6.2

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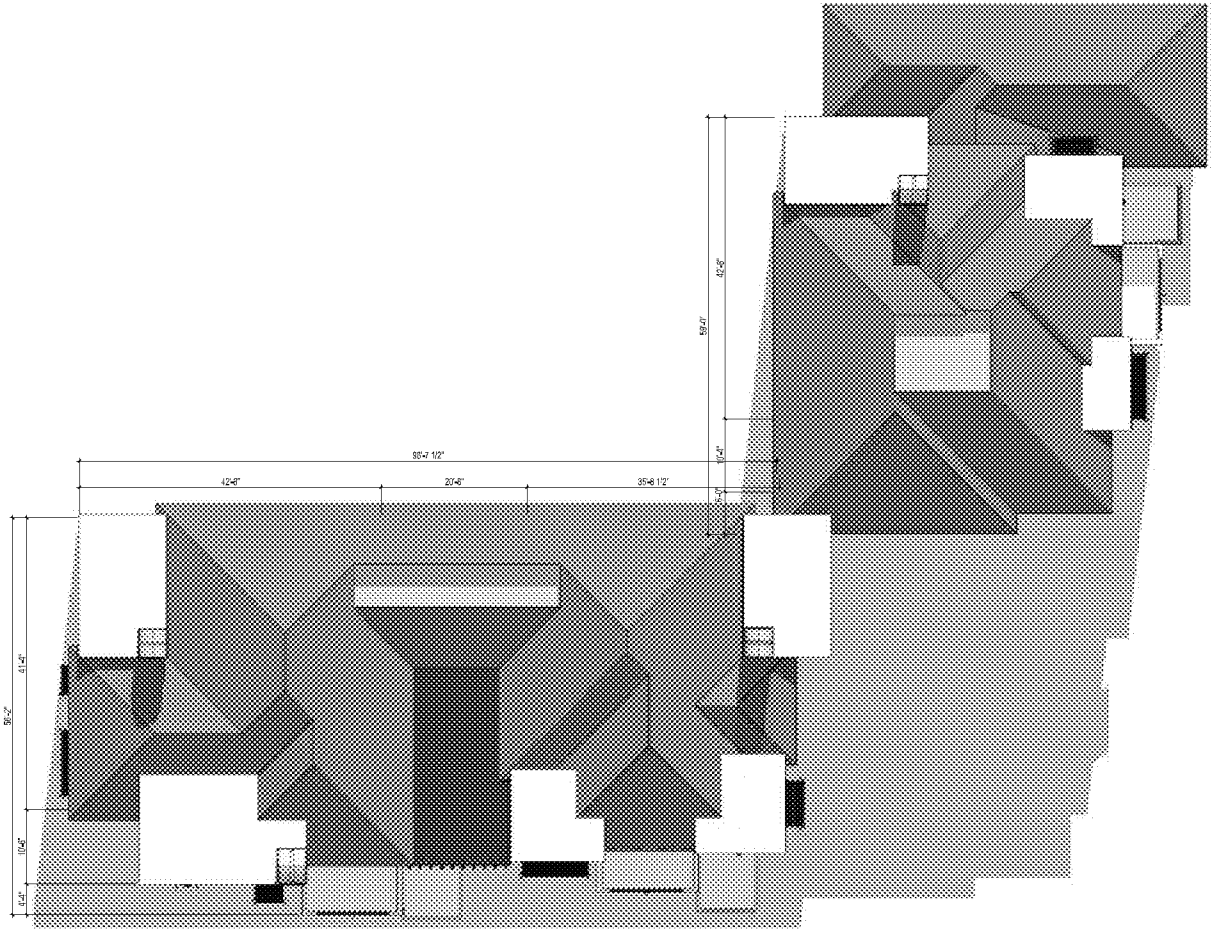

ROOF PLAN

ZONE - A

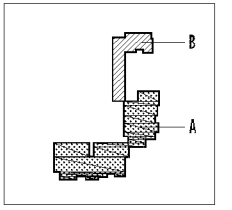

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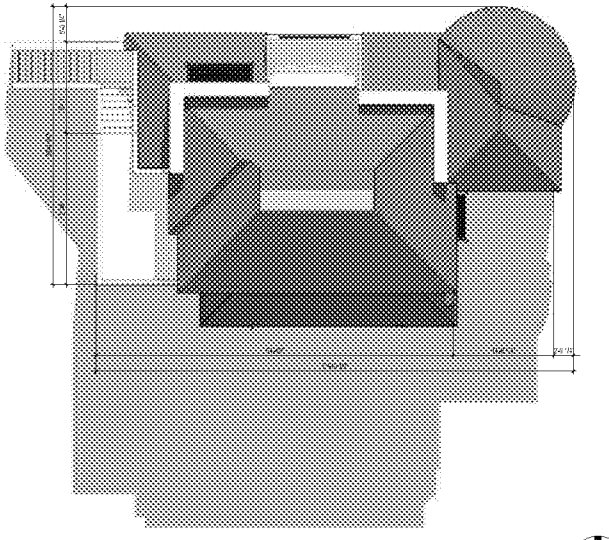

ROOF PLAN

ZONE - B

0 4 8 16

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-3A & 3B ROOF PLAN

A6.3

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ROOF PLAN

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-4 ROOF PLAN

A6.4

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ROOF PLAN

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-5 ROOF PLAN

A6.5

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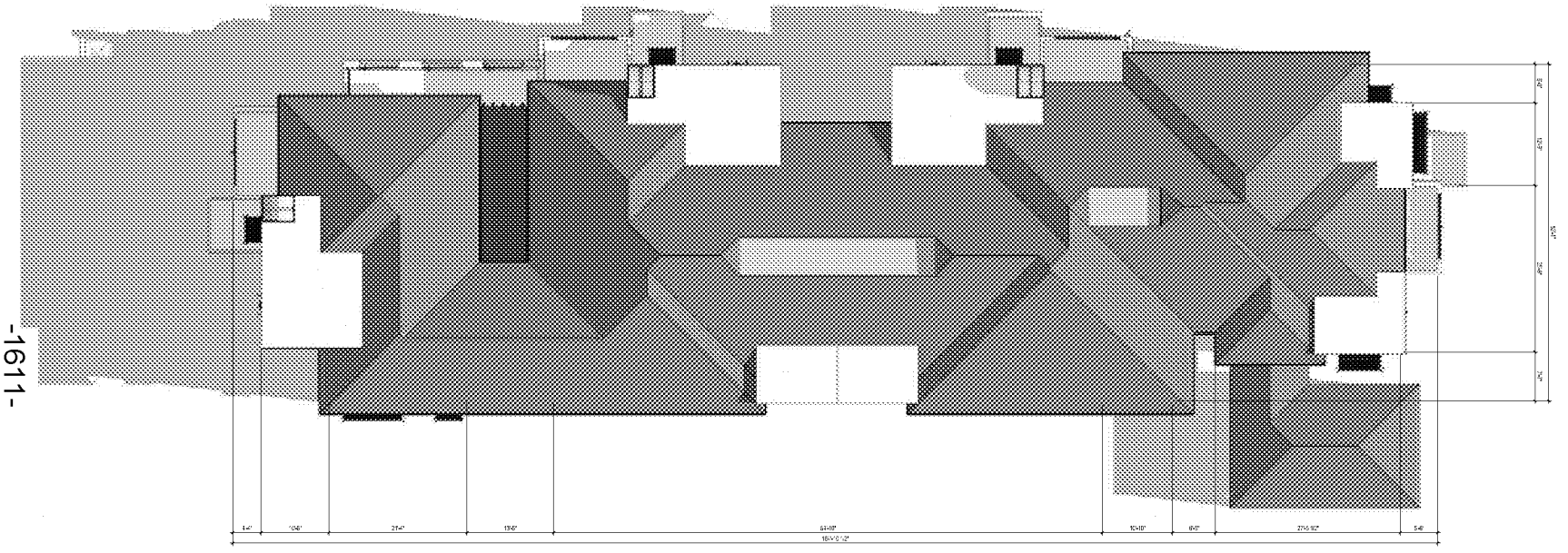

ROOF PLAN

BOULDER RIDGE FAMILY APARTMENTS

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BUILDING-6 ROOF PLAN

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0 4 8 16

A6.6

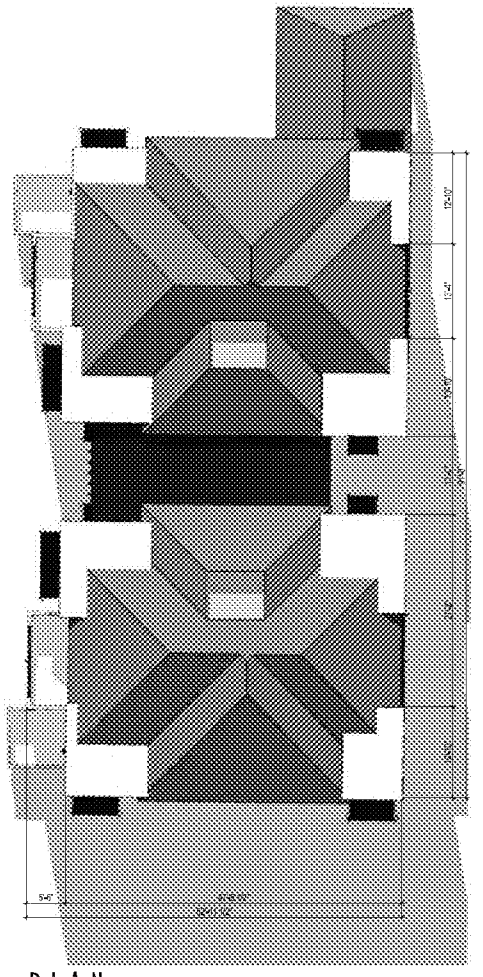

ROOF PLAN

0 4 8 16

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-7 ROOF PLAN

A6.7

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ROOF PLAN

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-8 ROOF PLAN

A6.8

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(951) 784-9701 (FAX)
(760) 832-2934 (CELL)
WWW.RANCHOBELAGODEVELOPERS.COM

MORENO VALLEY, CA
KTGY # 2012-0340.00 05/15/2013
2012-0340.01
CASE # PA13-0006

KTGY Group, Inc.
Architecture+Planning
1733 Ocean Ave., Suite 250
Santa Monica, CA 90401
310.394.2623
ktgy.com

NORTH ELEVATION

SOUTH ELEVATION

0 4 8 16

BOULDER RIDGE FAMILY APARTMENTS

BUILDING I ELEVATIONS

A7.0

RANCHO BELAGO DEVELOPERS. INC.
5051 CANYON CREST DRIVE, SUITE 200
RIVERSIDE, CA 92507
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PARTIAL EAST ELEVATION

PARTIAL EAST ELEVATION

BOULDER RIDGE FAMILY APARTMENTS

RANCHO BELAGO DEVELOPERS. INC.
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BUILDING I ELEVATIONS

MORENO VALLEY, CA

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ktgy.com

0 4 8 16

A7.1

PARTIAL WEST ELEVATION

PARTIAL WEST ELEVATION

BOULDER RIDGE FAMILY APARTMENTS

BUILDING I ELEVATIONS

0 4 8 16

A7.2

RANCHO BELAGO DEVELOPERS. INC.
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MORENO VALLEY, CA
KTGY # 2012-0340.00 05/15/2013
2012-0340.01
CASE # PA13-0006

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ktgy.com

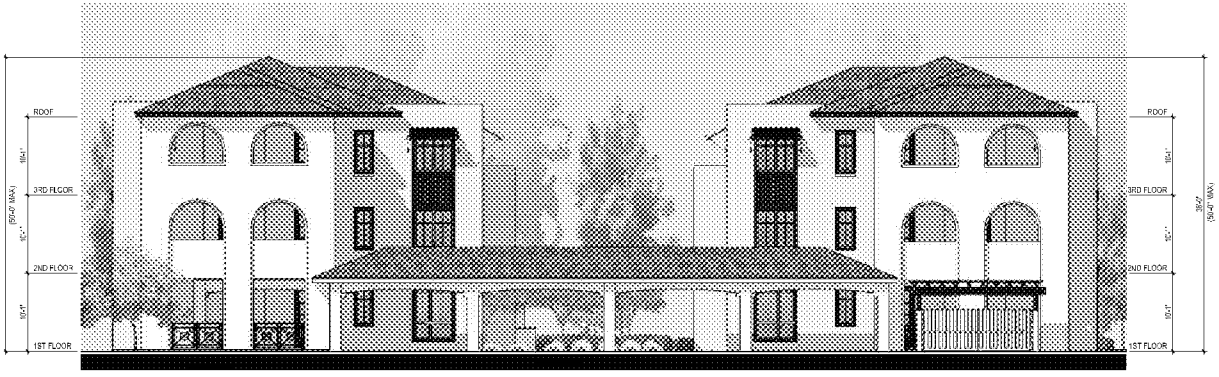

WEST ELEVATION

NORTH ELEVATION
(SOUTH ELEV. SIMILAR)

EAST ELEVATION

SOUTH ELEVATION
(VIEW FROM COURTYARD)

0 4 8 16

BOULDER RIDGE FAMILY APARTMENTS

BUILDING 2 ELEVATIONS

A7.3

RANCHO BELAGO DEVELOPERS. INC.
5051 CANYON CREST DRIVE, SUITE 200
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MORENO VALLEY, CA
KTGY # 2012-0340.00 05/15/2013
2012-0340.01
CASE # PA13-0006

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Architecture+Planning
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Santa Monica, CA 90401
310.394.2623
ktgy.com

Item No. E.3

EAST ELEVATION

SOUTH ELEVATION

BOULDER RIDGE FAMILY APARTMENTS

BUILDING 3A & 3B ELEVATIONS

0 4 8 16

A7.4

RANCHO BELAGO DEVELOPERS. INC.
5051 CANYON CREST DRIVE, SUITE 200
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MORENO VALLEY, CA
KTGY # 2012-0340.00 05/15/2013
2012-0340.01
CASE # PA13-0006

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310.394.2623
ktgy.com

WEST ELEVATION

NORTH ELEVATION

BOULDER RIDGE FAMILY APARTMENTS

BUILDING 3A & 3B ELEVATIONS

A7.5

0 4 8 16

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MORENO VALLEY, CA

KTGY # 2012-0340.00 05/15/2013
2012-0340.01
CASE # PA13-0006

KTGY Group, Inc.
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ktgy.com

Item No. E.3

EAST ELEVATION

SOUTH ELEVATION

BOULDER RIDGE FAMILY APARTMENTS

BUILDING 4 ELEVATIONS

0 4 8 16

A7.6

RANCHO BELAGO DEVELOPERS. INC.
5051 CANYON CREST DRIVE, SUITE 200
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MORENO VALLEY, CA
KTGY # 2012-0340.00 05/15/2013
2012-0340.01
CASE # PA13-0006

KTGY Group, Inc.
Architecture+Planning
1733 Ocean Ave., Suite 250
Santa Monica, CA 90401
310.394.2623
ktgy.com

MV00206649

WEST ELEVATION

NORTH ELEVATION

BOULDER RIDGE FAMILY APARTMENTS

BUILDING 4 ELEVATIONS

0 4 8 16

A7.7

RANCHO BELAGO DEVELOPERS. INC.
5051 CANYON CREST DRIVE, SUITE 200
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(760) 832-2934 (CELL)
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MORENO VALLEY, CA
KTGY # 2012-0340.00 05/15/2013
2012-0340.01
CASE # PA13-0006

KTGY Group, Inc.
Architecture+Planning
1733 Ocean Ave., Suite 250
Santa Monica, CA 90401
310.394.2623
ktgy.com

EAST ELEVATION

SOUTH ELEVATION

BOULDER RIDGE FAMILY APARTMENTS

BUILDING 5 ELEVATIONS

0 4 8 16

A7.8

RANCHO BELAGO DEVELOPERS. INC.
5051 CANYON CREST DRIVE, SUITE 200
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MORENO VALLEY, CA
KTGY # 2012-0340.00 05/15/2013
2012-0340.01
CASE # PA13-0006

KTGY Group, Inc.
Architecture+Planning
1733 Ocean Ave., Suite 250
Santa Monica, CA 90401
310.394.2623
ktgy.com

WEST ELEVATION

NORTH ELEVATION

BOULDER RIDGE FAMILY APARTMENTS

BUILDING 5 ELEVATIONS

0 4 8 16

A7.9

RANCHO BELAGO DEVELOPERS. INC.
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MORENO VALLEY, CA

KTGY # 2012-0340.00 05/15/2013
2012-0340.01
CASE # PA13-0006

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Santa Monica, CA 90401
310.394.2623
ktgy.com

EAST ELEVATION

SOUTH ELEVATION

BOULDER RIDGE FAMILY APARTMENTS

BUILDING 6 ELEVATIONS

0 4 8 16

A7.10

RANCHO BELAGO DEVELOPERS. INC.
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MORENO VALLEY, CA
KTGY # 2012-0340.00 05/15/2013
2012-0340.01
CASE # PA13-0006

KTGY Group, Inc.
Architecture+Planning
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Santa Monica, CA 90401
310.394.2623
ktgy.com

WEST ELEVATION

NORTH ELEVATION

BOULDER RIDGE FAMILY APARTMENTS

BUILDING 6 ELEVATIONS

0 4 8 16

A7.11

RANCHO BELAGO DEVELOPERS. INC.
5051 CANYON CREST DRIVE, SUITE 200
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MORENO VALLEY, CA

KTGY # 2012-0340.00 05/15/2013
2012-0340.01
CASE # PA13-0006

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Santa Monica, CA 90401
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ktgy.com

EAST ELEVATION

SOUTH ELEVATION

BOULDER RIDGE FAMILY APARTMENTS

BUILDING 7 ELEVATIONS

0 4 8 16

A7.12

RANCHO BELAGO DEVELOPERS. INC.
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MORENO VALLEY, CA
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2012-0340.01
CASE # PA13-0006

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ktgy.com

WEST ELEVATION

NORTH ELEVATION

BOULDER RIDGE FAMILY APARTMENTS

BUILDING 7 ELEVATIONS

0 4 8 16

A7.13

RANCHO BELAGO DEVELOPERS. INC.
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MORENO VALLEY, CA
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2012-0340.01
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Architecture+Planning
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ktgy.com

Item No. E.3

EAST ELEVATION

SOUTH ELEVATION

BOULDER RIDGE FAMILY APARTMENTS

BUILDING 8 ELEVATIONS

0 4 8 16

A7.14

RANCHO BELAGO DEVELOPERS. INC.
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MORENO VALLEY, CA
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2012-0340.01
CASE # PA13-0006

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ktgy.com

WEST ELEVATION

NORTH ELEVATION

BOULDER RIDGE FAMILY APARTMENTS

RANCHO BELAGO DEVELOPERS. INC.
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WWW.RANCHOBELAGODEVELOPERS.COM

BUILDING 8 ELEVATIONS

MORENO VALLEY, CA

KTGY # 2012-0340.00 05/15/2013
2012-0340.01
CASE # PA13-0006

0 4 8 16

A7.15

KTGY Group, Inc.
Architecture+Planning
1733 Ocean Ave., Suite 250
Santa Monica, CA 90401
310.394.2623
ktgy.com

Item No. E.3

MV00206658

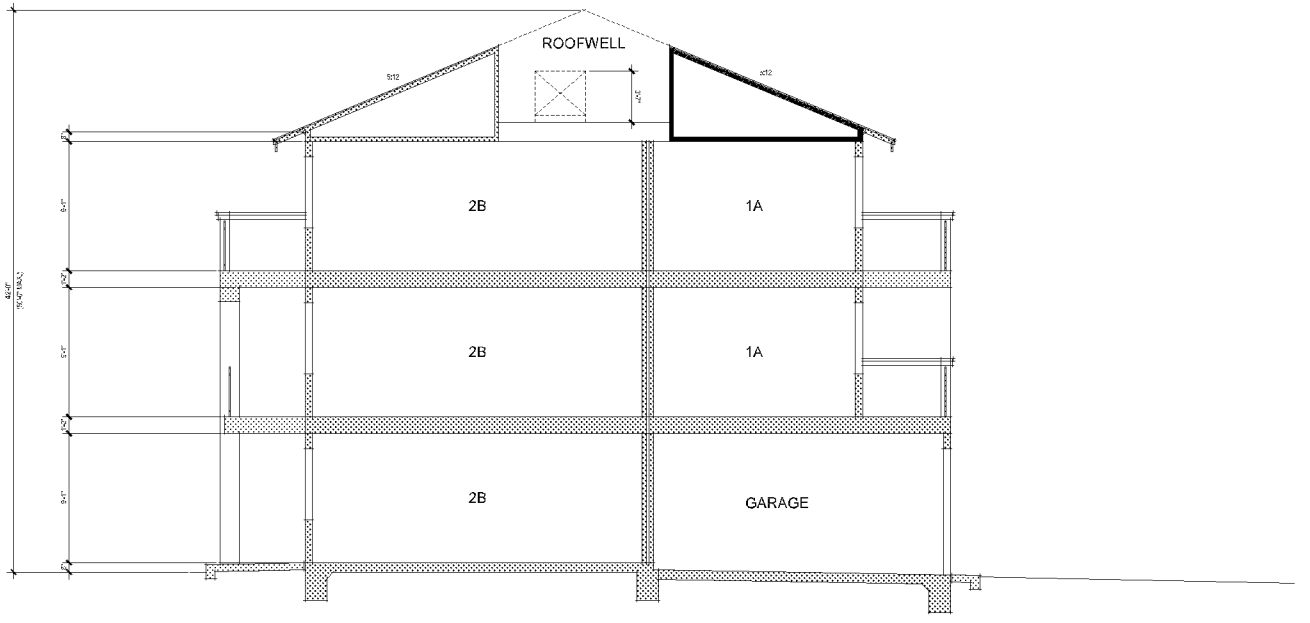

TYPICAL SECTION

BOULDER RIDGE FAMILY APARTMENTS

TYPICAL BUILDING SECTION

A8.0

RANCHO BELAGO DEVELOPERS. INC.
5051 CANYON CREST DRIVE, SUITE 200
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MORENO VALLEY, CA
KTGY # 2012-0340.00 05/15/2013
2012-0340.01
CASE # PA13-0006

KTGY Group, Inc.
Architecture+Planning
1733 Ocean Ave., Suite 250
Santa Monica, CA 90401
310.394.2623
ktgy.com

MV00206659

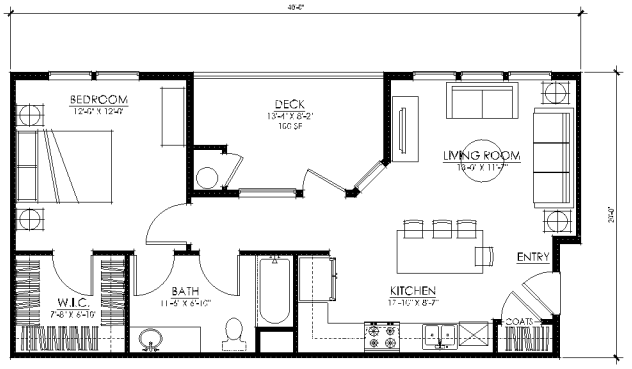

PLAN 1A - 1BDR/1BATH
GROSS: 680.4 SQ. FT.
NET: 619.7 SQ. FT.

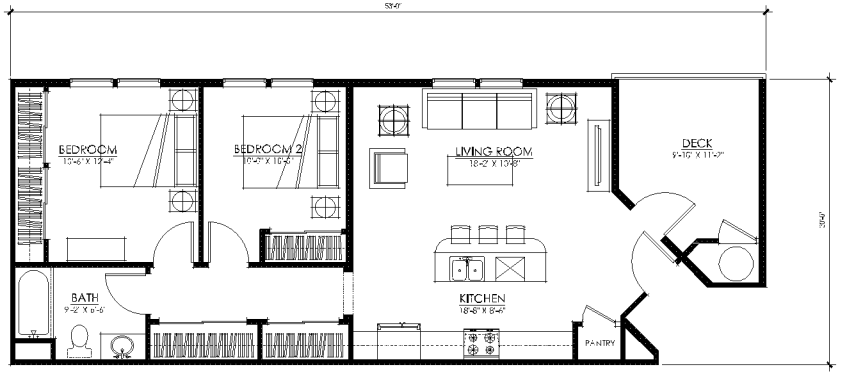

PLAN 2A- 2BDR/2BATH
GROSS: 877.1 SQ. FT.
NET: 822.2 SQ. FT.

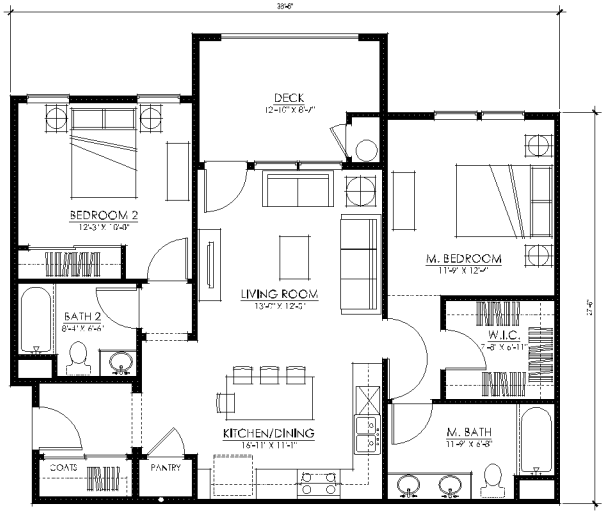

PLAN 2B - 2BDR/2BATH
GROSS: 1015.5 SQ. FT.
NET: 947.4 SQ. FT.

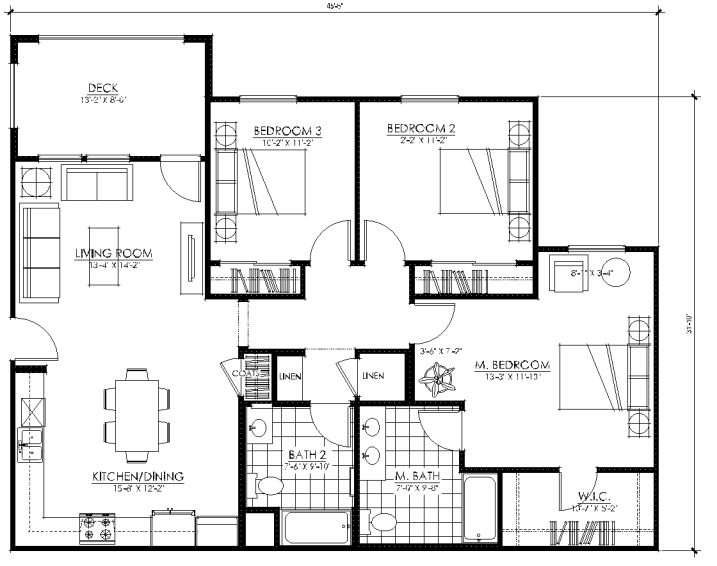

PLAN 3A - 3BDR/2BATH
GROSS: 1301.3 SQ. FT.
NET: 1240.9 SQ. FT.

BOULDER RIDGE FAMILY APARTMENTS

UNIT PLANS

A9.0

RANCHO BELAGO DEVELOPERS. INC.
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MORENO VALLEY, CA
KTGY # 2012-0340.00 05/15/2013
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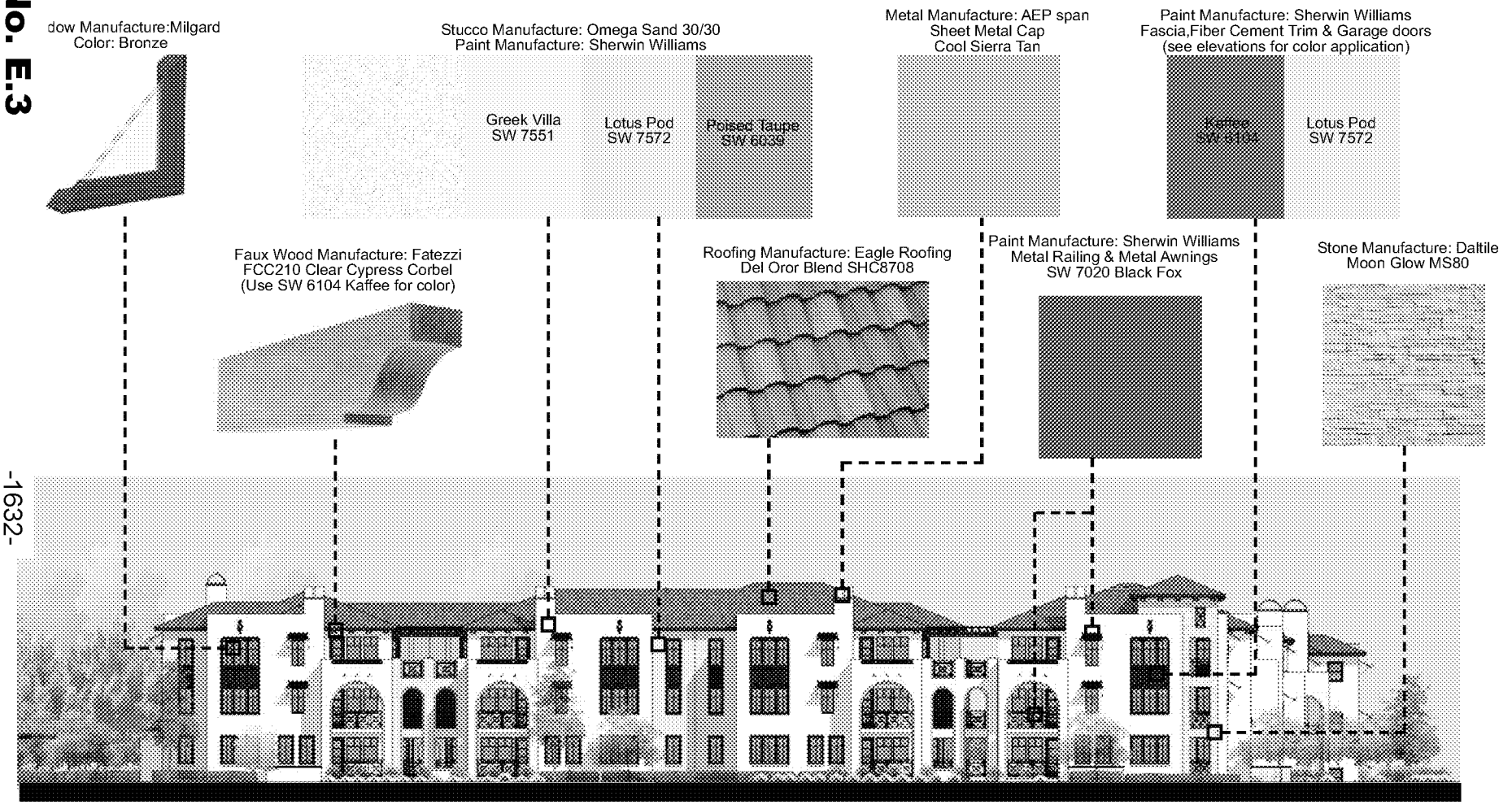

BOULDER RIDGE FAMILY APARTMENTS

COLORS / MATERIAL BOARD

A10.0

RANCHO BELAGO DEVELOPERS. INC.
5051 CANYON CREST DRIVE, SUITE 200
RIVERSIDE, CA 92507
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MORENO VALLEY, CA
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CASE # PA13-0006

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Architecture+Planning
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ktgy.com

MV00206661

Attachment 12

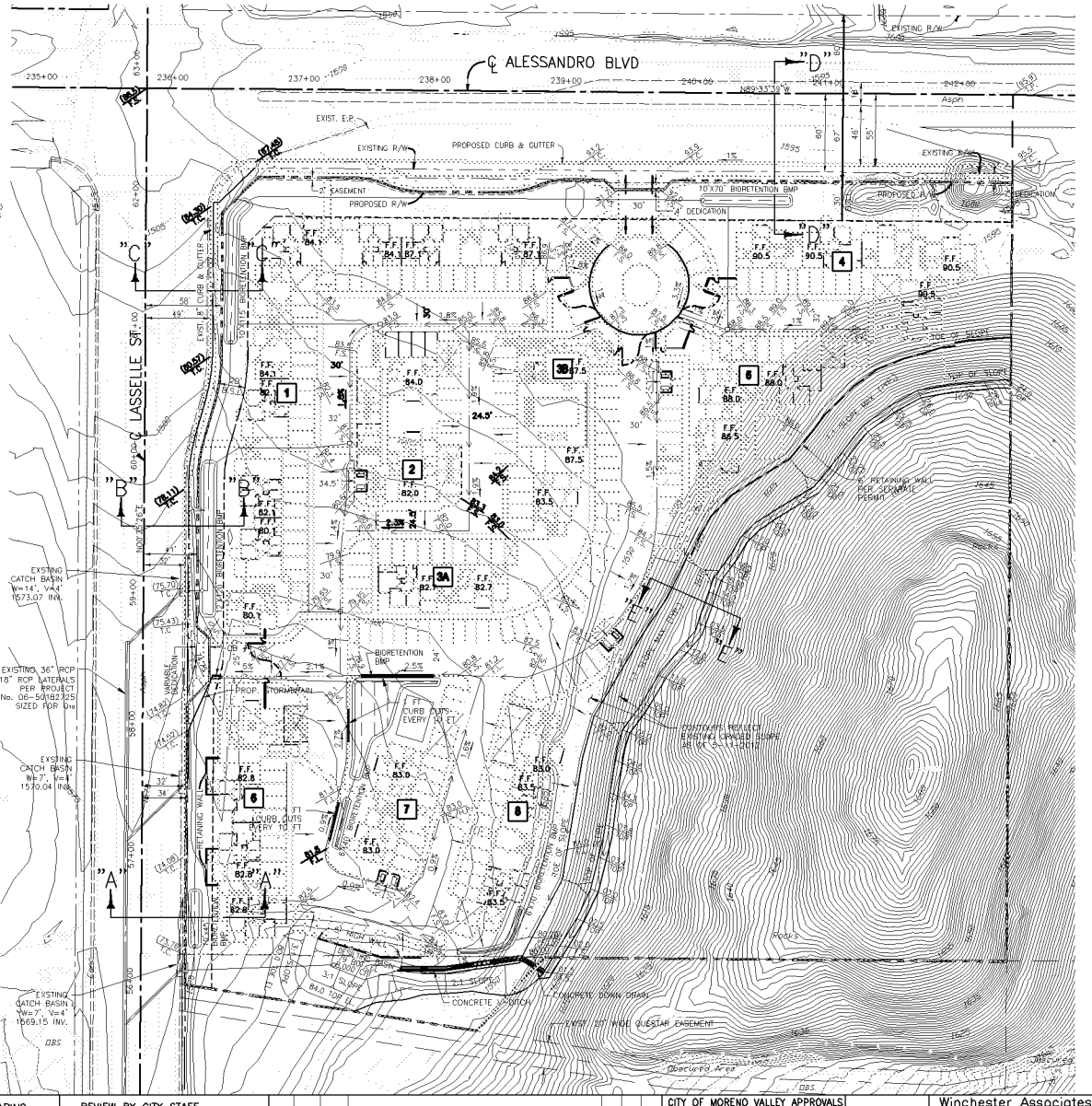

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:
LOT 4 IN BLOCK 120, MAP NO. 1 BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 10, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAID SAN BERNARDINO COUNTY, CALIFORNIA, TOGETHER WITH THE SOUTH HALF OF ALESSANDRO BOULEVARD AND THE EAST HALF OF LASSELLE STREET, WITHIN SAID BLOCK, LYING WESTERLY OF THE EASTERLY LINE OF SAID LOT, PROLONGED NORTHERLY AND NORTHERLY OF THE SOUTHERLY LINE OF SAID LOT, PROLONGED WESTERLY

NOTES:

1. ALL ROOF DRAINS SHALL BE DIRECTED TO LANDSCAPE AREAS.
2. ALL RETAINING WALLS PER SEPARATE PERMIT.
3. ALL OVERFLOW OUTLETS TO BE SIZED FOR Q100 STORM EVENT

LEGEND

- PROPERTY BOUNDARY
- CENTERLINE
- PROPOSED R/W
- EXISTING R/W
- PROPOSED CURB & GUTTER
- EXIST. EDGE OF PAVEMENT
- EXIST. WATERLINE
- 1550 CONTOUR ELEVATION
- PP EXIST. POWER POLES
- MH EXIST. MANHOLES
- DRAINAGE FLOW
- 6" PVC STORM DRAIN INLET
- OVERFLOW OUTLET
- PERFORATED 6" PVC UNDERDRAIN

WORK SHALL BE DONE ON THIS UNITL BELOW AGENCY IS NOTIFIED ATTENTION TO GRADE OR EXCAVATE
Underground Service Alert
Call: TOLL FREE
1-800 227-2600
TWO WORKING DAYS BEFORE YOU DIG

No.	REVISIONS	BY	DATE
1			
2			
3			

GENERAL NOTES

OWNER
LAKERIDGE MARKETPLACE, LLC
C/O JERRY STEPHENS
11370 MORENO BEACH DR.
MORENO VALLEY, CA 92555

DEVELOPER
RANCHO BELAGO DEVELOPERS, INC.
C/O JIM JERNIGAN
5051 CANYON CREST DR., SUITE 200
RIVERSIDE, CA 92507

ENGINEER
WINCHESTER ASSOCIATES, INC.
DAVID J. SLAWSON
23640 TOWER STREET SUITE 3
MORENO VALLEY, CA. 92553
(951) 924-5425 FAX 924-2980

EARTHWORK (RAW)
EXCAVATION 40,000 C.Y.
EMBANKMENT 15,000 C.Y.

ASSESSOR'S PARCEL NO.
486-280-044 & 043

TOPOGRAPHY
TOPOGRAPHY WAS OBTAINED FROM AN AERIAL SURVEY PERFORMED BY INLAND AERIAL SURVEYS, INC. ON 5-11-12.

LAND USE AND ZONING

CURRENT GENERAL PLAN	R-15 AND NC
CURRENT ZONING	R-15
PROPOSED ZONING	R-20
EXISTING LAND USE	VACANT
PROPOSED LAND USE	MULTI-FAMILY RESIDENTIAL

AREA AND DENSITY

GROSS ACREAGE	10.20 ACRES
NET ACREAGE	8.5 ACRES
TOTAL NO. OF UNITS CREATED	144
DENSITY: 144 UNITS/8.5 ACRES=	16.9 UNITS PER ACRE

FLOOD HAZARD
THE SUBJECT SITE IS IN ZONE X, PER FEMA FLOOD INSURANCE PANEL NO. 065074 0025A, AND IS NOT IN THE 100 YEAR FLOOD PLAIN.

SCHOOL
MORENO VALLEY UNIFIED SCHOOL DISTRICT

THOMAS BROTHERS GUIDE
PAGE 717 J-6, 2006 EDITION

PUBLIC UTILITIES

SEWER & WATER — EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE RD.
PERRIS, CA 92572
951-928-3777

ELECTRICITY – CITY OF MORENO VALLEY
14177 FREDERICK ST.
MORENO VALLEY, CA 92552
1-951-413-3000

GAS – SOUTHERN CALIF. GAS COMPANY
P.O. BOX C, MONTEREY PARK, CA., 91756
1-800-427-2200

TELEPHONE – VERIZON
P.O. BOX 9688
MISSION HILLS, CA 91346
1-800-483-3000

CABLE – TIME WARNER
3430 E. MIRALOMA AVE.
ANAHEIM, CA 92806
1-888-892-2253

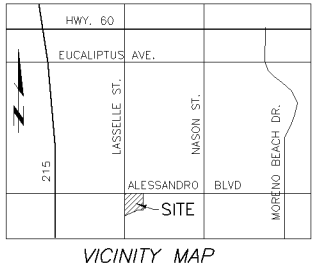

VICINITY MAP
N.T.S.

BENCH MARK	BASIS OF BEARING	REVIEW BY CITY STAFF	INITIAL	DATE
NO. M-40-4 DMB ELEV: 1590.938 FEET YEAR: RCFCD FIELD NOTES DATED '5-11 3" BRASS DISK STAMPED "M-40-4 ET 1976" IN CONC. AT S.E. CORNER OF SSANDRO BLVD. AND NASON ST. IN ENO VALLEY, CA. POINT IS LOCATED ROX 56 EAST OF C.L. OF NASON ST APPROX. 48 SOUTH OF C.L. OF SSANDRO BLVD.	CENTERLINE OF LASSELLE ST. SHOWN AS NORTH 00°25'26" EAST ON R.S. 96/40-42, RIVERSIDE COUNTY RECORDS.	OFFICE		
		ENGINEERING DIVISION MANAGER		
		LAND DEVELOPMENT		
		PLANNING		
		TRANSPORTATION		
		PARKS AND COMMUNITY SERVICES		
		SPECIAL DISTRICTS		
		STORM WATER MANAGEMENT PROM		

MARK	DATE	INITIAL	DESCRIPTION	REC.	APPR	DATE
		E.O.R.	REVISION			

CITY OF MORENO VALLEY APPROVALS

PREM KUMAR — DATE
ASSISTANT CITY ENGINEER
R.C.E. #52463

AHMAD ANSARI — DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER
R.C.E. #C0318

REGISTERED PROFESSIONAL ENGINEER HARVEY D. MARCELL NO. 23099 EXP. 12-31-11 CIVIL STATE OF CALIFORNIA

Winchester Associates, Inc.
ENGINEERING • LAND SURVEYING
23640 TOWER ST., SUITE 3
MORENO VALLEY, CA. 92553 (951) 924-5425

UNDER THE SUPERVISION OF:
HARVEY MARCELL — DATE
R.C.E. #23099 (EXP 12/31/2013)

CITY OF MORENO VALLEY
CONCEPTUAL GRADING PLAN
APN 486-280-044 & 043
DATE OF PLAN PREPARATION: 5-13-15

ACCT. NO.
SHEET 1 OF 2
CITY I. D. NO.
PA13-0006

-1633-

Item No. E.3

MV00206662

No.	REVISIONS	BY	DATE
1			
2			
3			

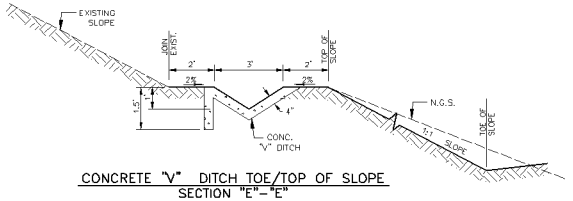

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NOT TO SCALE

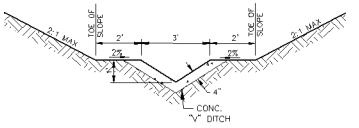

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NOT TO SCALE

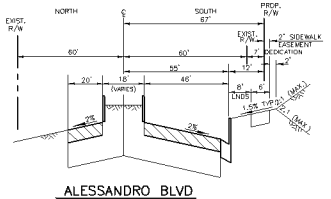

ALESSANDRO BLVD
TYPICAL SECTION
NOT TO SCALE
(STD. 101A MODIFIED)

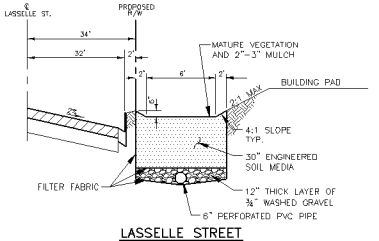

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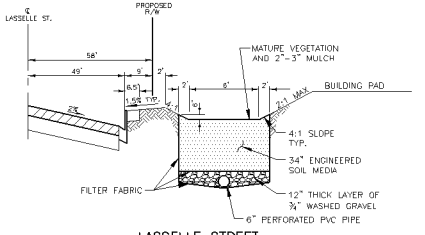

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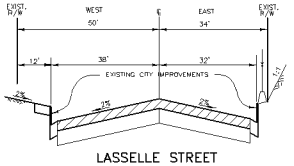

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(STD. 105)

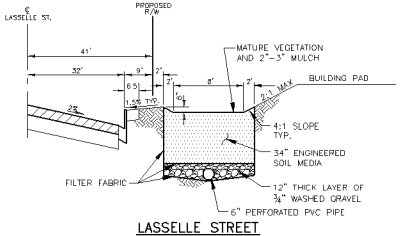

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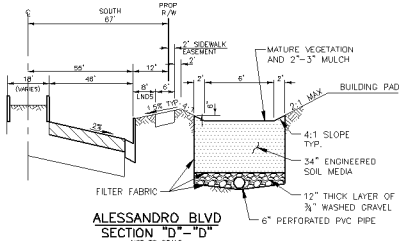

ALESSANDRO BLVD
SECTION "D"–"D"
NOT TO SCALE
(STD. 101A MODIFIED)

NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE
Underground Service Alert
Call: TOLL FREE
1-800
227-2600
TWO WORKING DAYS BEFORE YOU DIG

BENCH MARK	BASIS OF BEARING
BM NO. M-40-4 NAVD88 ELEV: 1590.938 FEET ADJ. YEAR: RCFCD FIELD NOTES DATED 4-25-11 FD. 3" BRASS DISK STAMPED "M-40-4 RESET 1976" IN CONC. AT S.E. CORNER OF ALESSANDRO BLVD. AND NASON ST. IN MORENO VALLEY, CA. POINT IS LOCATED APPROX. 56 EAST OF C.L. OF NASON ST AND APPROX. 48 SOUTH OF C.L. OF ALESSANDRO BLVD.	CENTERLINE OF LASSELLE ST. SHOWN AS NORTH 00°25'26" EAST ON R.S. 96/40-42, RIVERSIDE COUNTY RECORDS.

REVIEW BY CITY STAFF	INITIAL	DATE
OFFICE		
ENGINEERING DIVISION MANAGER		
LAND DEVELOPMENT		
PLANNING		
TRANSPORTATION		
PARKS AND COMMUNITY SERVICES		
SPECIAL DISTRICTS		
STORM WATER MANAGEMENT PROM		

MARK	DATE	INITIAL	DESCRIPTION	REC.	APPR	DATE
		E.O.R.	REVISION			

CITY OF MORENO VALLEY APPROVALS

PREM KUMAR
ASSISTANT CITY ENGINEER
R.C.E. #52463 — DATE

AHMAD ANSARI
PUBLIC WORKS DIRECTOR/CITY ENGINEER
R.C.E. #C51318 — DATE

REGISTERED PROFESSIONAL ENGINEER HARVEY D. MARCELL NO. 23099 EXP. 12-31-13 CIVIL STATE OF CALIFORNIA

Winchester Associates, Inc.
ENGINEERING • LAND SURVEYING
23640 TOWER ST., SUITE 3
MORENO VALLEY, CA. 92553 (951) 924-5425
UNDER THE SUPERVISION OF:
HARVEY MARCELL
R.C.E. #23099 (EXP 12/31/2013) — DATE

CITY OF MORENO VALLEY
CONCEPTUAL GRADING PLAN
APN 486-280-044 & 043
DATE OF PLAN PREPARATION: 5-13-15

ACCT. NO.
SHEET 2 OF 2
CITY I. D. NO.
PA13-0006

MV00206663

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: PUBLIC HEARING AND ADOPTION OF RESOLUTION ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR THE CITY OF MORENO VALLEY FOR FISCAL YEAR 2013-14

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a Public Hearing to receive public comments on the City's appropriations limit for Fiscal Year 2013-14.

2. Adopt Resolution No. 2013-43 establishing the appropriations limit at $99,825,081 for the City of Moreno Valley for Fiscal Year 2013-14.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

On November 6, 1979, California voters approved the Gann Spending Limitation Initiative (Proposition 4) establishing Article XIIIB of the State Constitution. Article XIIIB sets limits on the amount of tax revenues that the State and most local governments can appropriate within a given fiscal year. Its basic provisions are as follows:

- Each year, the State and local governments must adopt a resolution establishing an appropriations limit, also known as the "Gann Limit". Fiscal Year 1984-85 appropriations serve as the base for this limit, with adjustments being made

annually to reflect increases in population, the cost of living, and financial responsibility transfers.

- Only tax proceeds are subject to the limit. Charges for services, regulatory fees, grants, loans, donations and other non-tax proceeds are not subject to the limit. Exemptions are also made for voter-approved debt, debt that existed prior to January 1, 1979, and for the cost of compliance with court or Federal government mandates.

- All tax revenues received in excess of the appropriations limit must be refunded to taxpayers within a two-year period.

- The voters may approve an increase in the appropriations limit. For the increase to remain in effect, however, it must be re-approved by voters at four-year intervals.

On June 5, 1990, California voters approved the Traffic Congestion Relief and Spending Limitation Act (Proposition 111), which made various amendments to Article XIIIB of the State Constitution. The major changes, which became effective July 1, 1990, are as follows:

- The change in the cost of living is defined to be either the change in California per capita personal income or the change in assessed valuation due to the addition of non-residential new construction. Previously, the change in the cost of living was defined as the lesser of the change in the U.S. Consumer Price Index or the change in California per capita personal income.

- The change in population is defined as either a change in the City's population or a change in the County's population, whichever is greater.

- "Qualified capital outlay projects" were added to the items exempted from the appropriations limit. Qualified capital outlay projects must have a useful life of ten or more years and a cost that equals or exceeds $100,000.

- Tax revenues received in excess of the appropriations limit must be refunded to taxpayers only if the limit is exceeded over a two-year period.

- The annual calculation of the appropriations limit must be reviewed as part of the City's annual financial audit.

DISCUSSION

The information used to calculate the City's Fiscal Year 2013-14 appropriations limit is presented in Exhibit A, Proceeds of Tax Calculation and Exhibit B, Appropriations (Gann) Limit Calculation. The City's appropriations limit for Fiscal Year 2012-13 was $93,811,748. The change factor allowed by Proposition 111 due to population and cost

of living changes is 1.0641. This results in a Fiscal Year 2013-14 appropriations limit of $99,825,081.

As previously indicated, Proposition 111 provides several options for calculating increases in the appropriations limit. With respect to the change in population, the increase in the County's population was used since it was greater than the growth reported for the City (+1.23% vs. +.53%).

With respect to the change in the cost-of-living criterion, the change in California per capita personal income (+5.12%) was used, as the change in non-residential assessed valuation information is not yet available from the County.

The City's total projected revenue proceeds from the General Fund are $77,824,933. Of this amount, $59,511,085 is identified as coming from tax proceeds, while $18,313,849 is identified as coming from non-tax proceeds. Exhibit A provides a breakdown of budgeted revenues and their classification as tax proceeds or non-tax proceeds.

The Fiscal Year 2013-14 Preliminary Base Operating Budget contains appropriations subject to the limitation of $59,511,085. This amount is $40,313,997 below the City's legal appropriations limit of $99,825,081.

ALTERNATIVES

The following alternatives are available to the City Council:

1. Adopt proposed resolution establishing the City's Fiscal Year 2013-14 appropriations limit at $99,825,081.

2. Provide staff with further direction.

Staff recommends Alternative No. 1.

FISCAL IMPACT

There is no fiscal impact. The City is safely within its legal appropriations limit for Fiscal Year 2013-14.

CITY COUNCIL GOALS

None applicable

SUMMARY

Each year the City is required to adopt a resolution establishing a limit on its appropriations of tax proceeds. The Traffic Congestion Relief and Spending Limitation

Act (Proposition 111), approved by the voters on June 5, 1990, changed some of the factors used in the calculation of this limit. For Fiscal Year 2013-14, the City's appropriations limit is calculated to be $99,825,081. The City's Preliminary Base Operating Budget contains appropriations subject to the limit totaling $59,511,085. Therefore, the portion of the Fiscal Year 2013-14 Preliminary Base Operating Budget subject to the limit is $40,313,996 less than the City's Fiscal Year 2013-14 appropriations limit.

NOTIFICATION

This agenda item on the Fiscal Year 2012-13 Appropriations ("Gann") Limit was properly noticed as a Public Hearing.

ATTACHMENTS/EXHIBITS

Attachment 1: Proposed Resolution
Exhibit A: Proceeds of Tax Calculation
Exhibit B: Appropriations (Gann) Limit Calculation
Exhibit C: Summary of Annual Appropriation (Gann) Limits

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2013-14

WHEREAS, Article XIIIB of the California Constitution and Section 7910 of the California Government Code require that each year the City of Moreno Valley shall by resolution, establish an appropriations limit for the City for the following fiscal year; and

WHEREAS, the City Council has received the Preliminary Base Operating Budget for Fiscal Year 2013-14, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said budget contains the estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the City; and

WHEREAS, the City's Financial & Management Services Department has heretofore prepared and submitted data and documentation required for and to be used in the determination of certain matters and for the establishment of an appropriations limit for the City for Fiscal Year 2013-14 and such data and documentation has been available to the public for at least fifteen days prior to adoption of this Resolution; and

WHEREAS, the City Council has considered pertinent data and documentation and made such determinations as may be required by law, and has adopted this Resolution at a regularly scheduled meeting of the City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. That the appropriations limit for the City of Moreno Valley for Fiscal Year 2013-14 is hereby established at $99,825,081, and the total annual appropriations subject to such limitation for Fiscal Year 2013-14 is estimated to be $59,511,085

2. The City Council hereby adopts the findings and methods of calculations set forth in Exhibit A, the Proceeds of Tax Calculation, Exhibit B, the Appropriations (Gann) Limit Calculation, and Exhibit C, the Summary of Annual Appropriation (Gann) Limits. To the extent permitted by applicable law, the City of Moreno Valley reserves the right to change or revise any gross factors associated with the calculation of the limit established pursuant to Article XIIIB of the California Constitution if such changes or revisions would result in a more advantageous appropriation limit in the present or future.

3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2013, the City Clerk shall file a copy of this Resolution with the Auditor of the County of Riverside.

4. Within fifteen days after the adoption of this Resolution, the City Clerk shall certify to the adoption thereof and, as so certified, cause a copy to be posted in at least three public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon the date of its adoption.

APPROVED AND ADOPTED this 11th day of June, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-43 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00206671

EXHIBIT A

CITY OF MORENO VALLEY
APPROPRIATIONS (GANN) LIMIT
PROCEEDS OF TAX CALCULATION
GENERAL FUND FY 13/14

REVENUE SOURCE	BUDGETED PROCEEDS OF TAX	BUDGETED NON-PROCEEDS OF TAX	TOTAL REVENUE
Taxes			
Property (1)	$ 23,287,100		$ 23,287,100
Sales (2)	15,570,000		15,570,000
Motor Vehicle In-Lieu	-		-
Business Gross Receipts	1,225,000		1,225,000
Utility Users	16,114,000		16,114,000
Other Taxes	1,300,000		1,300,000
Fees			
Franchise		5,440,000	5,440,000
Development Fees		4,268,011	4,268,011
Other Fees, Permits & Licenses		3,607,100	3,607,100
Fines & Forfeitures		641,500	641,500
Administrative Charges		2,521,284	2,521,284
Intergovernmental		250,000	250,000
Miscellaneous		965,938	965,938
Total	$ 57,496,100	$ 17,693,833	$ 75,189,933
% of Total	76.47	23.53	100.00
Allocation of Interest	2,014,985	620,016	2,635,000
Adjusted Total	$ 59,511,085	$ 18,313,849	$ 77,824,933

Revenues are based on FY 2013/14 Proposed Budget

Notes:
(1) Includes Property Tax In-Lieu of Vehicle License Fees In-Lieu
(2) Includes Property Tax In-Lieu of Sales Tax

Resolution No
Date Adopted: **Item No. E.4**

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MV00206673

EXHIBIT B

CITY OF MORENO VALLEY
APPROPRIATIONS (GANN) LIMITS
LIMIT CALCULATION
GENERAL FUND FY 13/14

APPROPRIATIONS SUBJECT TO THE LIMIT			
FY 2013/14 Total Revenue *			$ 77,824,933
Less: Non-Proceeds of Tax			18,313,849
A) Total Appropriations Subject to the Limit			$ 59,511,085
APPROPRIATIONS LIMIT			
B) FY 2012/13 Appropriations Limit			$ 93,811,748
C) Change Factor **	% Increase	Factor	
Cost of Living Adjustment - CPI	5.12	1.0512	
Population Adjustment - PA	1.23	1.0123	
Change Factor (CPI x PA)		1.0641	
D) Increase in Appropriations Limit			6,013,333
E) FY 2013-14 Appropriations Limit (B x C)			$ 99,825,081
REMAINING APPROPRIATIONS CAPACITY			
(E - A)			$ 40,313,997
Remaining Capacity as a Percent of the FY 2013/14 Appropriations Limit			40.38

* Revenues based upon FY 2013/14 Proposed Budget

** State Department of Finance
Percent of Change in California Per Capita Income
Percent of Change in City of Moreno Valley Population

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MV00206675

EXHIBIT C

CITY OF MORENO VALLEY
SUMMARY OF ANNUAL APPROPRIATION (GANN) LIMITS
GENERAL FUND AND COMMUNITY SERVICES DISTRICT

			GENERAL FUND			COMMUNITY SERVICES DISTRICT		
FISCAL YEAR	COST OF LIVING CHANGE	POPULATION CHANGE	APPROPRIATIONS LIMIT	APPROPRIATIONS SUBJECT TO THE LIMIT	REMAINING CAPACITY	APPROPRIATIONS LIMIT	APPROPRIATIONS SUBJECT TO THE LIMIT	REMAINING CAPACITY
1984/85	-	-	$8,000,000	$1,489,525	$6,510,475	$1,000,000	$225,224	$774,776
1985/86	3.74%	-	$8,299,200	$5,801,524	$2,497,676	$1,037,400	$366,257	$671,143
1986/87	2.30%	13.34%	$10,739,623	$7,182,998	$3,556,625	$1,730,616	$571,404	$1,159,212
1987/88	3.40%	21.27%	$13,419,869	$8,186,487	$5,233,382	$2,162,519	$514,685	$1,647,834
1988/89	3.93%	13.98%	$15,897,098	$9,117,625	$6,779,473	$2,561,707	$595,770	$1,965,937
1989/90	4.98%	11.53%	$18,612,989	$10,193,243	$8,419,746	$2,999,354	$973,431	$2,025,923
1990/91	4.21%	12.34%	$21,790,136	$12,168,319	$9,621,817	$3,511,329	$1,447,368	$2,063,961
1991/92	4.14%	9.53%	$25,184,125	$12,702,824	$12,481,301	$4,058,248	$1,068,016	$2,990,232
1992/93	-0.64%	4.74%	$26,209,119	$21,751,950	$4,457,169	$4,223,419	$1,127,115	$3,096,304
1993/94	2.72%	3.69%	$27,915,333	$22,167,783	$5,747,550	$4,498,364	$1,090,166	$3,408,198
1994/95	0.71%	2.56%	$28,833,747	$22,191,470	$6,642,277	$4,646,360	$839,650	$3,806,710
1995/96	4.72%	2.66%	$30,999,161	$21,770,020	$9,229,141	$4,995,302	$1,018,520	$3,976,782
1996/97	4.67%	1.91%	$33,066,805	$22,117,750	$10,949,055	$5,328,489	$952,480	$4,376,009
1997/98	4.67%	0.19%	$34,677,158	$22,635,500	$12,041,658	$5,587,986	$952,480	$4,635,506
1998/99	4.15%	4.44%	$37,718,345	$23,919,000	$13,799,345	$6,078,052	$1,000,500	$5,077,552
1999/00	4.53%	2.29%	$40,328,454	$26,298,904	$14,029,550	$6,498,653	$1,796,366	$4,702,287
2000/01	4.91%	3.36%	$43,728,143	$27,701,784	$16,026,359	$7,046,489	$1,831,589	$5,214,900
2001/02	7.82%	5.68%	$49,823,846	$30,910,955	$18,912,891	$8,028,770	$2,074,425	$5,954,345
2002/03	-1.27%	3.88%	$51,099,336	$34,456,312	$16,643,024	$8,234,307	$2,244,708	$5,989,599
2003/04	2.31%	3.72%	$54,226,615	$37,805,936	$16,420,679	$8,738,247	$2,465,590	$6,272,657
2004/05	3.28%	4.17%	$58,342,415	$42,094,636	$16,247,779	$9,401,480	$2,727,571	$6,673,909
2005/06	5.26%	6.59%	$65,460,190	$48,100,800	$17,359,390	$10,548,461	$3,016,336	$7,532,125
2006/07	3.96%	5.59%	$71,855,651	$59,592,475	$12,263,176	$11,579,046	$3,987,532	$7,591,514
2007/08	4.42%	3.38%	$77,568,175	$72,653,027	$4,915,148	$12,499,580	$4,615,504	$7,884,076
2008/09	4.29%	2.79%	$83,153,084	$68,506,576	$14,646,508	$13,399,550	$4,685,689	$8,713,861
2009/10	0.62%	1.83%	$85,198,650	$56,124,960	$29,073,690	$13,729,179	$4,108,012	$9,621,167
2010/11	-2.54%	1.40%	$84,193,306	$50,777,288	$33,416,018	$13,567,175	$3,059,579	$10,507,596
2011/12	2.51%	3.66%	$89,463,807	$54,120,708	$35,343,099	$14,416,480	$3,146,478	$11,270,002
2012/13	3.77%	1.05%	$93,811,748	$57,930,634	$35,881,114	$15,117,121	$3,146,049	$11,971,072
2013/14	5.12%	1.23%	$99,825,081	$59,511,085	$40,313,996	$16,086,128	$3,193,939	$12,892,189

MV00206676

Resolution No. 2013-_____
Date Adopted: June 11, 2013

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MV00206677

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in their capacity as the President and Board Members of the Moreno Valley Community Services District

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: PUBLIC HEARING AND ADOPTION OF RESOLUTION ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT FOR FISCAL YEAR 2013-14

RECOMMENDED ACTION

Recommendations: That the CSD:

1. Conduct a Public Hearing to receive public comments on the Moreno Valley Community Services District's appropriations limit for Fiscal Year 2013-14.

2. Adopt Resolution No. CSD 2013-12 establishing the appropriations limit at $16,086,128 for the Moreno Valley Community Services District for Fiscal Year 2013-14.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

On November 6, 1979, California voters approved the Gann Spending Limitation Initiative (Proposition 4) establishing Article XIIIB of the State Constitution. Article XIIIB sets limits on the amount of tax revenues that the State and most local governments can appropriate within a given fiscal year. Its basic provisions are as follows:

- Each year, the State and local governments must adopt a resolution establishing an appropriations limit, also known as the "Gann Limit". Fiscal Year 1984-85

appropriations serve as the base for this limit, with adjustments being made annually to reflect increases in population, the cost of living, and financial responsibility transfers.

- Only tax proceeds are subject to the limit. Charges for services, regulatory fees, grants, loans, donations and other non-tax proceeds are not subject to the limit. Exemptions are also made for voter-approved debt, debt that existed prior to January 1, 1979, and for the cost of compliance with court or Federal government mandates.

- All tax revenues received in excess of the appropriations limit must be refunded to taxpayers within a two-year period.

- The voters may approve an increase in the appropriations limit. For the increase to remain in effect, however, it must be re-approved by voters at four-year intervals.

On June 5, 1990, California voters approved the Traffic Congestion Relief and Spending Limitation Act (Proposition 111), which made various amendments to Article XIIIB of the State Constitution. The major changes, which became effective July 1, 1990, are as follows:

- The change in the cost of living is defined to be either the change in California per capita personal income or the change in assessed valuation due to the addition of non-residential new construction. Previously, the change in the cost of living was defined as the lesser of the change in the U.S. Consumer Price Index or the change in California per capita personal income.

- The change in population is defined as either a change in the City's population or a change in the County's population, whichever is greater.

- "Qualified capital outlay projects" were added to the items exempted from the appropriations limit. Qualified capital outlay projects must have a useful life of ten or more years and a cost that equals or exceeds $100,000.

- Tax revenues received in excess of the appropriations limit must be refunded to taxpayers only if the limit is exceeded over a two-year period.

- The annual calculation of the appropriations limit must be reviewed as part of the City's annual financial audit.

DISCUSSION

The information used to calculate the Fiscal Year 2013-14 appropriations limit for the Moreno Valley Community Services District (District) is presented in Exhibit A, Proceeds of Tax Calculation and Exhibit B, Appropriations (Gann) Limit Calculation. The District's

appropriations limit for Fiscal Year 2012-13 was $15,117,121. The change factor allowed by Proposition 111 due to population and cost of living changes is 1.0641. This results in a Fiscal Year 2013-14 appropriations limit of $16,086,128.

As previously indicated, Proposition 111 provides several options for calculating increases in the appropriations limit. With respect to the change in population, the increase in the County's population was used since it was greater than the growth reported for the City (+1.23% vs. +.53%).

With respect to the change in the cost-of-living criterion, the change in California per capita personal income (+5.12%) was used, as the change in non-residential assessed valuation information is not yet available from the County.

The total projected revenue proceeds from the District are $17,146,645. Of this amount, $3,193,939 is identified as coming from tax proceeds, while $13,952,706 is identified as coming from non-tax proceeds. Exhibit A provides a breakdown of budgeted revenues and their classification as tax proceeds or non-tax proceeds.

The Fiscal Year 2013-14 Preliminary Base Operating Budget contains appropriations subject to the limitation of $3,193,939. This amount is $12,892,189 below the District's legal appropriations limit of $16,086,128.

ALTERNATIVES

The following alternatives are available to the Board:

1. Adopt proposed resolution establishing the District's Fiscal Year 2013-14 appropriations limit at $16,086,128.

2. Provide staff with further direction.

Staff recommends Alternative No. 1.

FISCAL IMPACT

There is no fiscal impact. The District is safely within its legal appropriations limit for Fiscal Year 2013-14.

CITY COUNCIL GOALS

None applicable

SUMMARY

Each year the Moreno Valley Community Services District (District) is required to adopt a resolution establishing a limit on its appropriations of tax proceeds. The Traffic

Congestion Relief and Spending Limitation Act (Proposition 111), approved by the voters on June 5, 1990, changed some of the factors used in the calculation of this limit. For Fiscal Year 2013-14, the District's appropriations limit is calculated to be $16,086,128. The District's Preliminary Base Operating Budget contains appropriations subject to the limit totaling $3,193,939. Therefore, the portion of the Fiscal Year 2013-14 Preliminary Base Operating Budget subject to the limit is $12,892,189 less than the District's Fiscal Year 2013-14 appropriations limit.

NOTIFICATION

This agenda item on the Fiscal Year 2013-14 Appropriations ("Gann") Limit was properly noticed as a Public Hearing.

ATTACHMENTS/EXHIBITS

Attachment 1: Proposed Resolution
Exhibit A: Proceeds of Tax Calculation
Exhibit B: Appropriations (Gann) Limit Calculation
Exhibit C: Summary of Annual Appropriation (Gann) Limits

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. CSD 2013-12

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2013-14

WHEREAS, Article XIIIB of the California Constitution and Section 7910 of the California Government Code require that each year the Moreno Valley Community Services District (District) shall by resolution, establish an appropriations limit for the District for the following fiscal year; and

WHEREAS, the City Council, acting in its capacity as the Board of Directors of the District, has received the Preliminary Base Operating Budget for Fiscal Year 2013-14, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said budget contains the estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the District; and

WHEREAS, the District's Financial & Management Services Department has heretofore prepared and submitted data and documentation required for and to be used in the determination of certain matters and for the establishment of an appropriations limit for the District for Fiscal Year 2013-14 and such data and documentation has been available to the public for at least fifteen days prior to adoption of this Resolution; and

WHEREAS, the City Council, acting in its capacity as the Board of Directors of the District, has considered pertinent data and documentation and made such determinations as may be required by law, and has adopted this Resolution at a regularly scheduled meeting of the Board of Directors of the District.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

1. That the appropriations limit for the Moreno Valley Community Services District for Fiscal Year 2013-14 is hereby established at $16,086,128 and the total annual appropriations subject to such limitation for Fiscal Year 2013-14 is estimated to be $3,193,939.

2. The District's Board of Directors hereby adopts the findings and methods of calculations set forth in Exhibit A, the Proceeds of Tax Calculation, Exhibit B, the Appropriation (Gann) Limit Calculation, and Exhibit C, the Summary of Annual Appropriation (Gann) Limits. To the extent permitted by applicable law, the District reserves the right to change or revise any gross factors associated with the calculation of the limit established pursuant to Article XIIIB of the California Constitution if such changes or revisions would result in a more advantageous

appropriations limit in the present or future.

3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2013, the City Clerk, acting in the capacity of Secretary of the Moreno Valley Community Services District, shall file a copy of this Resolution with the Auditor of the County of Riverside.

4. Within fifteen days after the adoption of this Resolution, the City Clerk, acting in the capacity of Secretary of the Moreno Valley Community Services District, shall certify to the adoption thereof and, as so certified, cause a copy to be posted in at least three public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon the date of its adoption.

APPROVED AND ADOPTED this 11th day of June, 2013.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

_____
City Clerk, acting in the capacity
of Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2013-12 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 11th day of June, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

_____

SECRETARY

(SEAL)

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MV00206685

EXHIBIT A

CITY OF MORENO VALLEY
APPROPRIATIONS (GANN) LIMIT
PROCEEDS OF TAX CALCULATION
COMMUNITY SERVICES DISTRICT FY 13/14

REVENUE SOURCE	BUDGETED PROCEEDS OF TAX	BUDGETED NON-PROCEEDS OF TAX	TOTAL REVENUE
Taxes			
Zone A - Parks & Recreation	$ 1,709,000		$ 1,709,000
Zone B - Residential Lights	85,300		85,300
Zone C - Arterial Lights	110,000		110,000
Zone L - Library Services	1,284,000		1,284,000
Fees			
Zone A - Parks & Recreation		6,526,022	6,526,022
Zone B - Residential Lights		984,000	984,000
Zone C - Arterial Lights		530,500	530,500
Zone D - Standard Landscaping		1,188,600	1,188,600
Zone E - Extensive Landscaping		2,466,909	2,466,909
Zone L - Library Services		68,000	68,000
Zone M - Median Fund		200,700	200,700
Miscellaneous			
Zone A - Parks & Recreation		18,100	18,100
Zone L - Library Services		2,000	2,000
Transfers In			
Zone A - Parks & Recreation		424,136	424,136
Zone B - Residential Lights		608,000	608,000
Zone C - Arterial Lights		288,000	288,000
Zone L - Library Services		519,708	519,708
Zone M - Median Fund		103,400	103,400
Total	$ 3,188,300	$ 13,928,075	$ 17,116,375
% of Total	18.63	81.37	100.00
Allocation of Interest *	5,639	24,631	30,270
Adjusted Total	$ 3,193,939	$ 13,952,706	$ 17,146,645

Interest consists of the following:
Zone A - $25,000
Zone B - $0
Zone C - $0
Zone D - $515
Zone E - $4,346
Zone L - $0
Zone M - $409

Revenues are based upon FY 2013/14 Proposed Budget

Resolution No.
Date Adopted: **Item No. E.5**

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MV00206687

EXHIBIT B

CITY OF MORENO VALLEY
APPROPRIATIONS (GANN) LIMITS
LIMIT CALCULATION
COMMUNITY SERVICES DISTRICT FY 13/14

APPROPRIATIONS SUBJECT TO THE LIMIT			
FY 2013/14 Total Revenue *			$ 17,146,645
Less: Non-Proceeds of Tax			13,952,706
A) Total Appropriations Subject to the Limit			$ 3,193,939
APPROPRIATIONS LIMIT			
B) FY 2012/13 Appropriations Limit			15,117,121
C) Change Factor **	% Increase	Factor	
Cost of Living Adjustment - CPI	5.12	1.0512	
Population Adjustment - PA	1.23	1.0123	
Change Factor (CPI x PA)		1.0641	
D) Increase in Appropriations Limit			969,007
E) FY 2013/14 Appropriations Limit (B x C)			$ 16,086,128
REMAINING APPROPRIATIONS CAPACITY			
(E - A)			$ 12,892,189
Remaining Capacity as a Percent of the FY 2013/14 Appropriations Limit			80.14

* Revenues based upon FY 2013/14 Proposed Budget

** State Department of Finance
Percent of Change in California Per Capita Income
Percent of Change in City of Moreno Valley Population

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MV00206689

EXHIBIT C

CITY OF MORENO VALLEY
SUMMARY OF ANNUAL APPROPRIATION (GANN) LIMITS
GENERAL FUND AND COMMUNITY SERVICES DISTRICT

			GENERAL FUND			COMMUNITY SERVICES DISTRICT		
FISCAL YEAR	COST OF LIVING CHANGE	POPULATION CHANGE	APPROPRIATIONS LIMIT	APPROPRIATIONS SUBJECT TO THE LIMIT	REMAINING CAPACITY	APPROPRIATIONS LIMIT	APPROPRIATIONS SUBJECT TO THE LIMIT	REMAINING CAPACITY
1984/85	-	-	$8,000,000	$1,489,525	$6,510,475	$1,000,000	$225,224	$774,77
1985/86	3.74%	-	$8,299,200	$5,801,524	$2,497,676	$1,037,400	$366,257	$671,14
1986/87	2.30%	13.34%	$10,739,623	$7,182,998	$3,556,625	$1,730,616	$571,404	$1,159,21
1987/88	3.40%	21.27%	$13,419,869	$8,186,487	$5,233,382	$2,162,519	$514,685	$1,647,834
1988/89	3.93%	13.98%	$15,897,098	$9,117,625	$6,779,473	$2,561,707	$595,770	$1,965,937
1989/90	4.98%	11.53%	$18,612,989	$10,193,243	$8,419,746	$2,999,354	$973,431	$2,025,923
1990/91	4.21%	12.34%	$21,790,136	$12,168,319	$9,621,817	$3,511,329	$1,447,368	$2,063,961
1991/92	4.14%	9.53%	$25,184,125	$12,702,824	$12,481,301	$4,058,248	$1,068,016	$2,990,232
1992/93	-0.64%	4.74%	$26,209,119	$21,751,950	$4,457,169	$4,223,419	$1,127,115	$3,096,304
1993/94	2.72%	3.69%	$27,915,333	$22,167,783	$5,747,550	$4,498,364	$1,090,166	$3,408,198
1994/95	0.71%	2.56%	$28,833,747	$22,191,470	$6,642,277	$4,646,360	$839,650	$3,806,71
1995/96	4.72%	2.66%	$30,999,161	$21,770,020	$9,229,141	$4,995,302	$1,018,520	$3,976,78
1996/97	4.67%	1.91%	$33,066,805	$22,117,750	$10,949,055	$5,328,489	$952,480	$4,376,00
1997/98	4.67%	0.19%	$34,677,158	$22,635,500	$12,041,658	$5,587,986	$952,480	$4,635,506
1998/99	4.15%	4.44%	$37,718,345	$23,919,000	$13,799,345	$6,078,052	$1,000,500	$5,077,552
1999/00	4.53%	2.29%	$40,328,454	$26,298,904	$14,029,550	$6,498,653	$1,796,366	$4,702,287
2000/01	4.91%	3.36%	$43,728,143	$27,701,784	$16,026,359	$7,046,489	$1,831,589	$5,214,900
2001/02	7.82%	5.68%	$49,823,846	$30,910,955	$18,912,891	$8,028,770	$2,074,425	$5,954,345
2002/03	-1.27%	3.88%	$51,099,336	$34,456,312	$16,643,024	$8,234,307	$2,244,708	$5,989,599
2003/04	2.31%	3.72%	$54,226,615	$37,805,936	$16,420,679	$8,738,247	$2,465,590	$6,272,657
2004/05	3.28%	4.17%	$58,342,415	$42,094,636	$16,247,779	$9,401,480	$2,727,571	$6,673,909
2005/06	5.26%	6.59%	$65,460,190	$48,100,800	$17,359,390	$10,548,461	$3,016,336	$7,532,125
2006/07	3.96%	5.59%	$71,855,651	$59,592,475	$12,263,176	$11,579,046	$3,987,532	$7,591,514
2007/08	4.42%	3.38%	$77,568,175	$72,653,027	$4,915,148	$12,499,580	$4,615,504	$7,884,076
2008/09	4.29%	2.79%	$83,153,084	$68,506,576	$14,646,508	$13,399,550	$4,685,689	$8,713,861
2009/10	0.62%	1.83%	$85,198,650	$56,124,960	$29,073,690	$13,729,179	$4,108,012	$9,621,167
2010/11	-2.54%	1.40%	$84,193,306	$50,777,288	$33,416,018	$13,567,175	$3,059,579	$10,507,596
2011/12	2.51%	3.66%	$89,463,807	$54,120,708	$35,343,099	$14,416,480	$3,146,478	$11,270,002
2012/13	3.77%	1.05%	$93,811,748	$57,930,634	$35,881,114	$15,117,121	$3,146,049	$11,971,072
2012/13	5.12%	1.23%	$99,825,081	$59,511,085	$40,313,996	$16,086,128	$3,193,939	$12,892,189

Resolution No. CSD 2013-____
Date Adopted: June 11, 2013

MV00206690

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MV00206691

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: John C. Terell, Interim Community & Economic Development Director

AGENDA DATE: June 11, 2013

TITLE: ADOPTION OF AN ENERGY EFFICIENCY REVOLVING FUND POLICY THAT IS CONSISTENT WITH THE CITY'S SOUTHERN CALIFORNIA EDISON GRANT PROJECT PA12-0027. THE POLICY PROVIDES A STRUCTURED AND COST EFFECTIVE APPROACH FOR FUNDING OF FUTURE ENERGY EFFICIENCY PROJECTS

RECOMMENDED ACTION

Recommendations: That the City Council:

1. **RECOGNIZE** that the Energy Efficiency Revolving Fund Case No. PA12-0027 will not have a significant effect on the environment and is therefore exempt from the provisions of the California Environmental Quality Act (CEQA), per CEQA Guidelines Section 15061 as defined by Section 15378.

2. **AUTHORIZE** the transfer and appropriation of $59,756.34 from General Fund fund balance to a new Energy Efficiency Revolving Fund with direction to staff to provide a report to City Council annually to account for the expenditure and results of the expenditure of Energy Fund monies.

3. **APPROVE** Resolution No. 2013-35 approving the Energy Efficiency Revolving Fund Project PA12-0027 based on the findings in the City Council Resolution.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable

BACKGROUND

At this time, the City has used funding from two grants for energy efficiency and conservation efforts. These grants include the Energy Efficiency and Conservation Block Grant (EECBG) funding and Southern California Edison Strategic Plan Implementation funding. The City used EECBG funds for a number of municipal energy upgrade projects, including the heating/air conditioning system retrofit and the solar film project for our City Hall building. In addition, the use of these funds has included the preparation of a Greenhouse Gas Emissions Inventory and development of the Energy Efficiency and Climate Action Strategy. The EECBG funding of these efforts began in November 2009 and ended on October 21, 2012. Building on this effort, the City applied for and received funding under the Southern California Edison (SCE) Strategic Plan Implementation. On February 22, 2011, the City Council accepted the Southern California Edison Local Government Strategic Plan Implementation funding (also referred to by SCE as a "strategic solicitation"). The strategic solicitation provides up to $375,477 in funds to complete seven different tasks related to energy efficiency, including the use of existing staff resources to complete an Energy Efficiency Fund Policy.

DISCUSSION

One of the required tasks under the SCE strategic solicitation is to prepare a policy for an Energy Efficiency Revolving Fund. Towards this end, Planning staff prepared a research report for Southern California Edison regarding existing revolving funds in other cities. Staff convened internal meetings involving several departments to develop this policy.

As part of the Policy an Energy Efficiency Fund Review Committee will be established to determine the projects that would receive funding. The Committee shall be comprised of six members. The members will include the Department Head or designated Division Manager from each the following departments: Community and Economic Development Department - Planning Division, Financial and Management Services Department, Parks and Community Services Department, Moreno Valley Utility, Public Works – Capital Projects Division, and Administrative Services Department - Facilities Maintenance.

Based on staff's review of the revolving funds of other cities, it is important to have a source of "seed money" for the fund. To date, the City has received a total of $59,756.34 in rebates from energy projects related to the EECBG related projects. In addition, there is a pending $32,000 rebate from the City's utility. Staff proposes to use these existing funds as the "seed money". Currently the seed money has been in the General Fund under an account labeled energy rebates, once the Energy Efficiency

Revolving Fund is established the existing rebate monies will be transferred into the new account.

The Policy would provide for future funding for energy efficiency efforts from 100% of energy efficiency rebates and incentives received from utilities and 50% of the actual energy savings recorded for the first two operational years for completed energy efficiency projects. The utilities include, but are not limited to Southern California Edison, the Moreno Valley Utility, Southern California Gas Company, or other agencies. The Planning Division of Community and Economic Development will be responsible for administering the Fund, and coordinating with the Financial and Management Services Department.

To date, the completed energy efficiency projects have contributed to the City having savings in kilowatt energy and greenhouse gases. An example of an energy efficient project is the City Hall Building. The City Hall improvements include a new HVAC system, window tinting, and energy efficient lighting. Comparing a 10 month period prior to these improvements and the same 10 month period after the completion of the improvements City Hall has saved approximately 171,840 kWh equaling a monetary savings of $24,332.54. The monetary savings are anticipated to increase as utility rates increase in the future. Although not yet calculated, energy savings translate directly into reductions in greenhouse gases and air pollution from energy generation. By reinvesting some of these savings in additional energy efficiency projects the intent is to continue City efforts to reduce its energy use, resulting in additional environmental and monetary benefits to the community.

The proposed Policy implements Goal/Policy No. B16 (Establishing an energy efficient revolving fund) from the Energy Efficiency and Climate Action Plan adopted by the City Council on October 9, 2012. The Policy exemplifies one of the major thrusts of the Strategy, namely to have the City lead by example on energy efficiency improvements.

ALTERNATIVES

1. Adopt a California Environmental Quality Act (CEQA) exemption for Project PA12-0027 Energy Efficiency Revolving Fund under Section 15061 (b)(3) of the CEQA Guidelines, in that this project will not have the potential to cause a significant adverse effect on the environment; approve the proposed City Council Resolution thereby approving the Energy Efficiency Revolving Fund Case No. PA12-0027; and authorize transferring and appropriation of $59,756.34 from General Fund fund balance to the new Energy Efficiency Revolving Fund based on the findings in the City Council Resolution. **Staff recommends this alternative.**

2. Do not adopt a California Environmental Quality Act (CEQA) exemption for Project PA12-0027 Energy Efficiency Revolving Fund, in that this project will not have the potential to cause a significant adverse effect on the environment; do not approve the proposed City Council Resolution; and do not authorize an appropriation for a transfer of $59,756.34 from General Fund fund balance to the

new Energy Efficiency Revolving Fund, based on the findings in the City Council Resolution. **Staff does not recommend this alternative.**

FISCAL IMPACT

No direct fiscal impact, since the monies collected as part of the Energy Efficiency Revolving Fund will come from energy efficiency rebates, incentives and from actual cost savings. The monies collected will be used to fund future energy retrofit projects, producing future long-term reductions in City energy costs.

Proposed Appropriation Transfer between Funds:

Transfer

Cat.	Fund	GL Account No. (GL)	Type	Proposed Adjustment
Transfer Out	General Fund	1010-99-99-91010-90XXXX	Expense	$59,756.34
Transfer In	NEW – Efficiency Revolving Fund	XXXX-99-99-9XXXX-801010	Revenue	$59,756.34

Budget Appropriation

Cat.	Fund	GL Account No. (GL)	Type	Original Budget	Proposed Adjustment	Revised Budget
Transfer Out	General Fund	1010-99-99-91010-90XXXX	Expense	0	$59,756	$59,756
Transfer In	NEW	XXXX-99-99-9XXXX-801010	Revenue	0	$59,756	$59,756

CITY COUNCIL GOALS

Community Image, Neighborhood Pride and Cleanliness. Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

SUMMARY

The purpose of the Energy Efficiency Fund is to provide a structured and cost effective approach for funding future cost-effective energy efficiency projects in conjunction with the continuing pursuit of utility rebates and incentives. The intent is for the fund to be

self-sustaining based on rebates and incentives received, and from a portion of the energy savings achieved, by energy efficiency projects.

NOTIFICATION

Posting of the Agenda.

ATTACHMENTS

1. Proposed Resolution
2. Energy Efficiency Fund Policy

Prepared By:
Gabriel Diaz
Associate Planner

Department Head Approval:
John C. Terell
Interim Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00206697

RESOLUTION NO. 2013-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE ENERGY EFFICIENCY REVOLVING FUND POLICY (PA12-0027). THE POLICY PROVIDES A STRUCTURED AND COST EFFECTIVE APPROACH FOR FUNDING OF FUTURE ENERGY EFFICIENCY PROJECTS

WHEREAS, the City of Moreno Valley has filed an application for the approval of the Energy Efficiency Revolving Fund Policy (PA12-0027), as described in the title of this Resolution; and

WHEREAS, on June 11, 2013, the City Council of the City of Moreno Valley held a meeting to consider the application; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented during the above-referenced public hearing meeting, including written and oral staff reports, and the record from the public hearing, the City Council hereby specifically finds that:

1. Conformance with General Plan Policies – The Energy Efficiency Revolving Fund Policy is consistent with the General Plan, and its goals, objectives, policies and programs, and with any applicable specific plan.

   FACT: The proposed Energy Efficiency Revolving Fund Policy is consistent with, and does not conflict with the goals, objectives, policies, and programs established within the General Plan or any specific plan. The proposed Energy Efficiency Revolving Fund is to provide a structured and cost effective approach for funding future cost-effective energy efficiency projects in conjunction with the continuing pursuit of utility rebates and incentives. The intent is for the fund to be self-sustaining based on rebates and incentives received, and from a portion of the energy savings achieved, by energy efficiency projects.

2. Health, Safety and Welfare – The Energy Efficiency Revolving Fund Policy will not be detrimental to the public health, safety or general welfare.

FACT: The proposed Energy Efficiency Revolving Fund Policy does not have the potential to adversely affect the public health, safety or welfare of the residents of the City of Moreno Valley or surrounding jurisdictions. The Energy Efficiency Revolving Fund Policy with administrative goals, objectives, and policies, would not cause a physical effect on the environment. The proposed Energy Efficient Revolving Fund Policy will only improve the Health, Safety and Welfare.

3. Conformance with Zoning Regulations – The proposed Energy Efficiency Revolving Fund Policy is consistent with the purpose and intent of Title 9.

   FACT: The Energy Efficiency Revolving Fund Policy provides for a consistent set of goals, objectives, policies, and programs that are compatible with the purpose and intent of Title 9. The proposed Energy Efficiency Revolving Fund Policy enhances the meaning of some sections of Title 9. As such, it furthers the specific purpose and intent of Title 9 to "implement the goals, objectives, policies and programs of the Moreno Valley General Plan and manage future growth and change in accordance with that plan."

BE IT FURTHER RESOLVED that the City Council of the City of Moreno Valley HEREBY APPROVES Resolution No. 2013-35, approving PA12-0027, thereby establishing The Energy Efficiency Revolving Fund, as described in the title of this resolution.

APPROVED AND ADOPTED this 11th day of June, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-35 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00206701

City of Moreno Valley

Energy Efficiency Fund Policy

PURPOSE: The purpose of the Energy Efficiency Fund is to provide a structured and cost effective approach for funding future cost-effective energy efficiency projects in conjunction with the continuing pursuit of utility rebates and incentives. The intent is for the fund to be self-sustaining based on rebates and incentives received, and from a portion of the energy savings achieved, by energy efficiency projects.

DEFINITIONS:
City Facility: A facility owned and operated (or leased by) the City of Moreno Valley.
Energy Efficiency Account: Appropriation for energy used at a City Entity where an Energy Project was implemented.
Energy Efficiency Fund (EEF): An established account in the Financial and Management Services Department of the City of Moreno Valley, which is dedicated to the sole purpose of energy efficiency.
Energy Efficiency Project: A construction or renovation project related to or including energy efficiency or renewable energy improvements. This would include new construction projects or retro-fits that receive a Southern California Edison or Moreno Valley Utility rebate or Savings by Design rebate (SCE).
Rebates: Rebates are refunds of monies for the completion of energy efficiency projects or purchase of an energy saving item (Example: Lights, HVAC, refrigerator, etc.). The rebates could be from any utility, and would include, but not be limited to, Southern California Edison, the Moreno Valley Utility, or Southern California Gas Company. The rebates are not regarded as repayment to the Fund.
Incentives: Incentives could range from refunds of monies or a reduction on the rate paid on energy bill for an effort made to save kilowatts. Incentives are based on kilowatts saved. The incentive could be from any utility, and would include, but not be limited to, Southern California Edison, the Moreno Valley Utility, or Southern California Gas Company. The rebates are not regarded as repayment to the Fund

Responsibilities:
The following Departments/Divisions will have a role in the process with the following primary responsibilities.

1. Community Economic Development Department – Planning Division – Coordinate with affected departments on energy/solar audits, projects, rebate applications and implementation. Facilitate and track fund transfers and deposits to the Energy Efficiency Fund.
2. Finance and Management Services Department – Deposit rebates and incentives; Track and report on rebate/incentive deposits and fund transfers to the Energy Efficiency Fund.
3. Administrative Services Department – Facilities Maintenance – Coordinate with Planning Division staff regarding energy/solar audits, rebate applications, and energy project implementation for their projects.
4. Public Works – City Electric Utility – The City Utility provides access to monitoring information for electricity use for City owned facilities.
5. Public Works – Capital Projects Division – Coordinate with Planning Division staff regarding energy/solar audits, rebate applications, and energy project implementation for their projects.
6. Parks and Community Services Department – Coordinate with Planning Division staff regarding energy/solar audits, rebate applications, and energy project implementation for their projects.

POLICY:

I. The City will deposit all rebates and incentives received from utilities for the purpose of energy efficiency related improvements to the established Energy Efficiency Fund. The utilities include, but are not limited to Southern California Edison, the Moreno Valley Utility, Southern California Gas Company, or other agencies.

Energy Efficiency Fund Policy

A. Energy efficiency projects include projects involving energy efficiency improvements that may be funded in whole or in part from Local, Federal or State funds, and/or the City's Energy Efficiency Fund.

B. The Fund shall not be used for energy efficiency improvements if other sources of funding are available.

II. Fifty-percent of energy savings from energy efficiency projects shall be deposited to the Energy Efficiency Fund for a period of two years following installation and completion of each project. This deposit requirement shall not apply to new construction projects.

A. For the calculation of savings, the savings will be determined based on a comparison of the energy usage prior to beginning work on the energy efficiency project to the energy usage following completion of the project. The baseline year calculation is the 12 month period of energy usage prior to the installation of the energy improvements. The after installation usage will be the energy used in the 12 months after installation is complete. The after installation usage will begin from the month following project completion (First full month on the utility bill with the energy improvement).

The savings will be calculated as the difference between the baseline year kWh (kilowatt hour) and the after installation year kWh (Baseline Year kWh - Year 1 or Year 2 Kwh). Once the kWh savings for year one and or year two are established the average cost per kWh is established. The average cost per kWh is the total 12 month cost divided by the total 12 month kWh of the utility bill (Total 12 month Cost/Total 12 month kWh). The average energy savings cost will be the difference between the baseline year and year 1 or year 2 kWh savings multiplied by the average cost per kWh in year 1 or year 2.

B. The monies will be deposited to the fund prior to the end of the fiscal year in which each of the first two 12-month after installation periods end.

III. Administration of Fund
The Planning Division of Community and Economic Development will be responsible for administering the Fund, and coordinating with the Financial and Management Services Department. The Planning Division will be responsible for identifying the savings for each project.

IV. An Energy Efficiency Fund Review Committee shall be established to determine the projects that would receive funding. The Committee shall be comprised of six members. The members will include the Department Head or designated Division Manager from each the following departments: Community and Economic Development Department - Planning Division, Finance and Management Services Department, Parks and Community Services Department, Moreno Valley Utility, Public Works – Capital Projects Division, and Administrative Services Department - Facilities Maintenance.

A. The Committee shall meet on a biannual basis if there are funds to be allocated.

B. The projects with the fastest estimated payback period shall be given priority.

C. An eligible project may include any construction or retro-fit project that involves energy efficiency achieving an estimated payback period of 10 years or less.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Mayor and City Council Acting in their Capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District and Mayor and City Council of the City of Moreno Valley as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley and Mayor and City Council Acting in their Capacity as Chairman and Commissioners of the Moreno Valley Housing Authority

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: ADOPTION OF FISCAL YEAR 2013/14 – 2014/15 OPERATING BUDGET

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Adopt Resolution No. 2013-44, approving the Operating Budget for the City of Moreno Valley for FY 2013/14 – 2014/15, including all applicable adjustments, pursuant to the appropriations presented in Attachment 1.

2. Approve the position control as detailed on pages 5 - 8 in the Proposed Operating Budget presented as Exhibit A.

Recommendations: That the Housing Authority:

1. Adopt Resolution No. HA 2013-03, approving the Operating Budget for the Moreno Valley Housing Authority for FY 2013/14 – 2014/15, including all applicable adjustments, pursuant to the appropriations presented in Attachment 2.

Recommendations: That the CSD:

1. Adopt Resolution No. CSD 2013-13, approving the Operating Budget for the Moreno Valley Community Services District for FY 2013/14 – 2014/15, including all applicable adjustments, pursuant to the appropriations presented in Attachment 3.

Recommendations: That the City Council as Successor Agency:

1. Adopt Resolution No. SA 2013-03, approving the Operating Budget for the City of Moreno Valley Moreno as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley for FY 2013/14 – 2014/15, including all applicable adjustments, pursuant to the appropriations presented in Attachment 4.

BACKGROUND

The Operating Budget presents projected operating revenues and expenditures for the two fiscal years: Fiscal Years (FY) 2013/14 – 2014/15. The budget includes all component units of the City, including the General Fund, Community Services District and Successor Agency.

Although the Operating Budget may include a summary of capital improvement project requests, the projects are compiled in a separate Proposed Capital Improvement Plan (CIP). The CIP is a multi-year plan that identifies and prioritizes funding for future capital improvements such as land acquisitions, buildings and infrastructure.

DISCUSSION

The General Fund has been struggling for several years with a significant budget deficit. In 2011 the City Council adopted a three-year Deficit Elimination Plan (DEP) to reduce what was at that time a $14.2 million deficit. The plan called for significant expenditure reductions combined with the strategic use of reserves in order to gauge the recovery of revenue sources used to pay for services. While the DEP was successful in reducing the deficit, it is clear that these efforts alone will not be capable of eliminating the deficit. In fact, the combination of slow growth recovery of revenues, coupled with cost additions and increases have hampered the effort.

The FY 2012/13 budget projected the General Fund deficit to be $6.5 million at the end of the fiscal year. As the proposed budget was developed that deficit grew and was considered to be structural in nature. In other words, it is not caused by one-time occurrences; the financial imbalance is on-going due to the types of expenditures that are encompassed in the General Fund.

The City Council provided direction to fully balance the General Fund in FY 2013/14. The proposed budget accomplishes this with further significant cuts. The reductions include implementation of the final stages of the DEP and approximately $7 million in reductions to public safety. It will take time to recover the over $20 million per year of revenues lost during the extended recession.

In prior years, the use of reserves to close budget gaps has maintained as much service capability as possible. Over that period, General Fund Reserves have been depleted by half; the estimated available fund balance at the end of FY 2012/13 is $22.7 million. This amount is at minimal levels for an operating fund of over $78 million. The General

Fund is the last backstop for cash flow, emergencies, grant matching and debt service payments. Without complete deficit control, reserves would be gone within 3-4 years.

The City Council has addressed the deficit in a strategic fashion. Per the Council's direction to align ongoing spending with ongoing revenues, ***the FY 2013/14 and 2014/15 Budgets are balanced and provide City services without use of Reserves to do so. This will be the first time that the City of Moreno Valley has adopted a fully balanced budget since FY 2006/07.***

Public Outreach

As part of the budget adoption process, the City Council had requested a series of discussion topics related to long-term financial issues impacting the City's General Fund. The topics occurred at City Council Study Sessions, with the intent to review and discuss details and related impacts for each issue. Information presented on these topics was posted on the City's web site following each presentation at Study Session.

March 5, 2013	Slow Growth in Major General Fund Revenue Sources
March 19, 2013	Annual Increases in Public Safety Contracts
April 2, 2013	Unfunded Liabilities – Public Employees Retirement System and Retiree Medical
April 30, 2013	Proposed Two–Year General Fund budget FY 2013/14 and FY 2014/15
May 7, 2013	Proposed Two–Year Non General Fund budget FY 2013/14 and FY 2014/15
June 4, 2013	Increased Demands on General Fund Reserves and Unfunded Liabilities

In addition, at the direction of the City Council, a series of Neighborhood Budget Meetings were scheduled the week of May 13-18 to provide additional opportunities for Moreno Valley residents to join the discussion related to the City's long term financial challenges and the Proposed Operating Budget.

Budget Adjustments

Presented in Exhibit B is a list of revenue and expense appropriations reflecting any adjustments to the initial Proposed Operating Budget presented to Council on April 30, 2013, based on Council direction from previous budget discussions and events subsequent to the presentation of the Proposed Operating Budget that have a fiscal impact. The following table provides a summary of the General Fund budget adjustments.

Proposed Operating Budget - General Fund

	FY 2013/14	FY 2014/15
Proposed Operating Budget		
Revenues	$77,839,933	$78,823,664
Expenditures	$77,773,536	$79,814,990
Subtotal	**$ 66,397**	**$ (991,326)**
Proposed Adjustments		
Revenue Adjustments	$ 52,803	$ 8,699
Expenditure Adjustments	$ (905,000)	$ (1,073,734)
Subtotal	**$ 957,803**	**$ 1,082,433**
Adjusted Operating Budget		
Revenues	$77,892,736	$78,832,363
Expenditures	$76,868,536	$78,741,256
Variance (Deficit)	**$ 1,024,200**	**$ 91,107**

Budget Adoption Actions

Resolutions Adopting the FY 2013/14 – 2014/15 Proposed Operating Budget (Attachments 1, 2, 3 and 4) - As a long-standing practice, each of the City's primary entities (the City, Community Services District, Successor Agency and Housing Authority) will adopt separate resolutions to approve their respective operating budgets.

ALTERNATIVES

1. Approve the proposed Resolutions to adopt the Fiscal Year 2013/14 – 2014/15 Operating Budget and Position Control pursuant to the revenues and expenditures presented in Exhibits A and B to the Resolutions.

2. Provide staff with further direction.

Staff recommends Alternative 1.

FISCAL IMPACT

The FY 2013/14 – 2014/15 Operating Budget provides the funding and expenditure plan for all operating funds, and does so without use of General Fund Reserves. As such, it serves as the City's financial plan for the upcoming two fiscal years. The City Council will be kept apprised of the City's financial condition through First Quarter and Mid-Year Budget Reviews. This practice has been utilized in the past and will be continued

during FY 2013/14 to ensure that the City Council is apprised of the revenue and expense progress compared to the budget. Any unexpected increases in revenue are proposed to be applied toward future program costs. Any unexpected decreases in revenue will be analyzed and addressed quickly to maintain the integrity of the budget. As a result, few service changes that deviate from the two-year budget are anticipated.

CITY COUNCIL GOALS

Revenue Diversification and Preservation. Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

ATTACHMENTS

Attachment 1: Resolution No. 2013-44, A Resolution of the City Council of the City of Moreno Valley, California, adopting the operating budget for Fiscal Years 2013/14 – 2014/15

Attachment 2: Resolution No. HA 2013-03, A Resolution of the Moreno Valley Housing Authority of the City of Moreno Valley, California, adopting the operating budget for Fiscal Years 2013/14 – 2014/15

Attachment 3: Resolution No. CSD 2013-13, A resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, adopting the operating budget for Fiscal Years 2013/14 – 2014/15

Attachment 4: Resolution No. SA 2013-03, A Resolution of the City of Moreno Valley as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, California, adopting the operating budget for Fiscal Years 2013/14 – 2014/15

Exhibit A: City of Moreno Valley Proposed Operating Budget for Fiscal Years 2013/14 – 2014/15

Exhibit B: Adjustments to the City of Moreno Valley Proposed Operating Budget for Fiscal Years 2013/14 – 2014/15

Prepared By:
Richard Teichert
Chief Financial Officer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE OPERATING BUDGET FOR FISCAL YEARS 2013/14 – 2014/15

WHEREAS, the City Manager has heretofore submitted to the City Council a Proposed Operating Budget for the City for Fiscal Years 2013/14 – 2014/15, a copy of which, as may have been amended by the City Council, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed Operating Budget contains estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the City; and

WHEREAS, the said Proposed Operating Budget contains the estimates of uses of fund balance as required to stabilize the delivery of City services during periods of operational deficits; and

WHEREAS, the City Council has made such revisions to the Proposed Operating Budget as so desired; and

WHEREAS, the Proposed Operating Budget, as herein approved, will enable the City Council to make adequate financial plans and will ensure that City officers can administer their respective functions in accordance with such plans.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The Proposed Operating Budget, as Exhibit A to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the City Council as identified in Exhibit B to this Resolution, is hereby approved and adopted as the Annual Operating Budget of the City of Moreno Valley for the Fiscal Years 2013/14 – 2014/15.

2. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal years.

3. Pursuant to Section 53901 of the California Government Code, by not later than August 30, 2013, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.

4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be

posted in at least three (3) public places within the City.

APPROVED AND ADOPTED this 11th day of June, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-44 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00206713

RESOLUTION NO. HA 2013-03

A RESOLUTION OF THE MORENO VALLEY HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE OPERATING BUDGET FOR FISCAL YEARS 2013/14 - 2014/15

WHEREAS, the City Manager has heretofore submitted to the Chairman and Commissioners of the Moreno Valley Housing Authority a Proposed Operating Budget for the Authority for Fiscal Years 2013/14 - 2014/15, a copy of which, as may have been amended by the Housing Authority's Board of Directors, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed Operating Budget contains estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the Housing Authority; and

WHEREAS, the said Proposed Operating Budget contains the estimates of uses of fund balance as required to stabilize the delivery of Housing Authority services; and

WHEREAS, the Chairman and Commissioners have made such revisions to the Proposed Operating Budget as so desired; and

WHEREAS, the Proposed Operating Budget, as herein approved, will enable the Housing Authority to make adequate financial plans and will ensure that Housing Authority officers can administer their respective functions in accordance with such plans.

NOW, THEREFORE, THE MORENO VALLEY HOUSING AUTHORITY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The Proposed Operating Budget, as Exhibit A to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the Chairman and Commissioners as identified in Exhibit B to this Resolution, is hereby approved and adopted as the Annual Operating Budget of the Moreno Valley Housing Authority for the Fiscal Years 2013/14 - 2014/15.

2. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal year.

3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2013, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.

4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk

shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

APPROVED AND ADOPTED this 11th day of June, 2013.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of Chairman of the
Moreno Valley Housing Authority

ATTEST:

_____
City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Housing Authority

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Housing Authority

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Housing Authority of the City of Moreno Valley, California, do hereby certify that Resolution No. HA 2013-03 was duly and regularly adopted by the Commissioners of the Moreno Valley Housing Authority at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Agency Members, Vice Chairman and Chairman)

_____

SECRETARY

(SEAL)

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MV00206717

RESOLUTION NO. CSD 2013-13

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE OPERATING BUDGET FOR FISCAL YEARS 2013/14 - 2014/15

WHEREAS, the City Manager has heretofore submitted to the President and Board Members of the Moreno Valley Community Services District a Proposed Operating Budget for the District for Fiscal Years 2013/14 - 2014/15, a copy of which, as may have been amended by the District's Board of Directors, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed Operating Budget contains estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the Community Services District; and

WHEREAS, the said Proposed Operating Budget contains the estimates of uses of fund balance as required to stabilize the delivery of CSD services during periods of operational deficits; and

WHEREAS, the President and Board of Directors have made such revisions to the Proposed Operating Budget as so desired; and

WHEREAS, the Proposed Operating Budget, as herein approved, will enable the Community Services District to make adequate financial plans and will ensure that District officers can administer their respective functions in accordance with such plans.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The Proposed Operating Budget, as Exhibit A to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the Community Services District's Board of Directors as identified in Exhibit B to this Resolution, is hereby approved and adopted as the Annual Operating Budget of the Moreno Valley Community Services District for the Fiscal Years 2013/14 - 2014/15.

2. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal year.

3. Pursuant to Section 61047 of the California Government Code, compensation for the City Council acting in the capacity of the Directors of the Community Services District, shall be $100 per meeting or for each day's service

rendered as a Director, not to exceed six days or $600 in any calendar month. In addition, the Directors shall be compensated for actual and necessary traveling and incidental expenses incurred while on official business.

4. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2013, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.

5. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

APPROVED AND ADOPTED this 11th day of June, 2013.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

_____
City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2013-13 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 11th day of June, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

_____

SECRETARY

(SEAL)

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MV00206721

RESOLUTION NO. SA 2013-03

A RESOLUTION OF THE CITY OF MORENO VALLEY AS SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, ADOPTING THE OPERATING BUDGET FOR FISCAL YEARS 2013/14 - 2014/15

WHEREAS, the City Manager has heretofore submitted to the Mayor and City Council of the City of Moreno Valley as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley a Proposed Operating Budget for the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley for Fiscal Years 2013/14 - 2014/15, a copy of which, as may have been amended by the City Council, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed Operating Budget contains estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the Successor Agency; and

WHEREAS, the said Proposed Operating Budget contains the estimates of uses of fund balance as required to stabilize the delivery of Successor Agency services; and

WHEREAS, the Mayor and City Council have made such revisions to the Proposed Operating Budget as so desired; and

WHEREAS, the Proposed Operating Budget, as herein approved, will enable the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley to make adequate financial plans and will ensure that City officers can administer their respective functions in accordance with such plans.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The Proposed Operating Budget, as Exhibit A to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the City Council as identified in Exhibit B to this Resolution, is hereby approved and adopted as the Annual Operating Budget of the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley for the Fiscal Years 2013/14 – 2014/15.

2. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal year.

3. Pursuant to Section 53901 of the California Government Code, by no later

than August 30, 2013, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.

4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

APPROVED AND ADOPTED this 11th day of June, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. SA 2013-03 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00206725

Exhibit A

CITY OF MORENO VALLEY

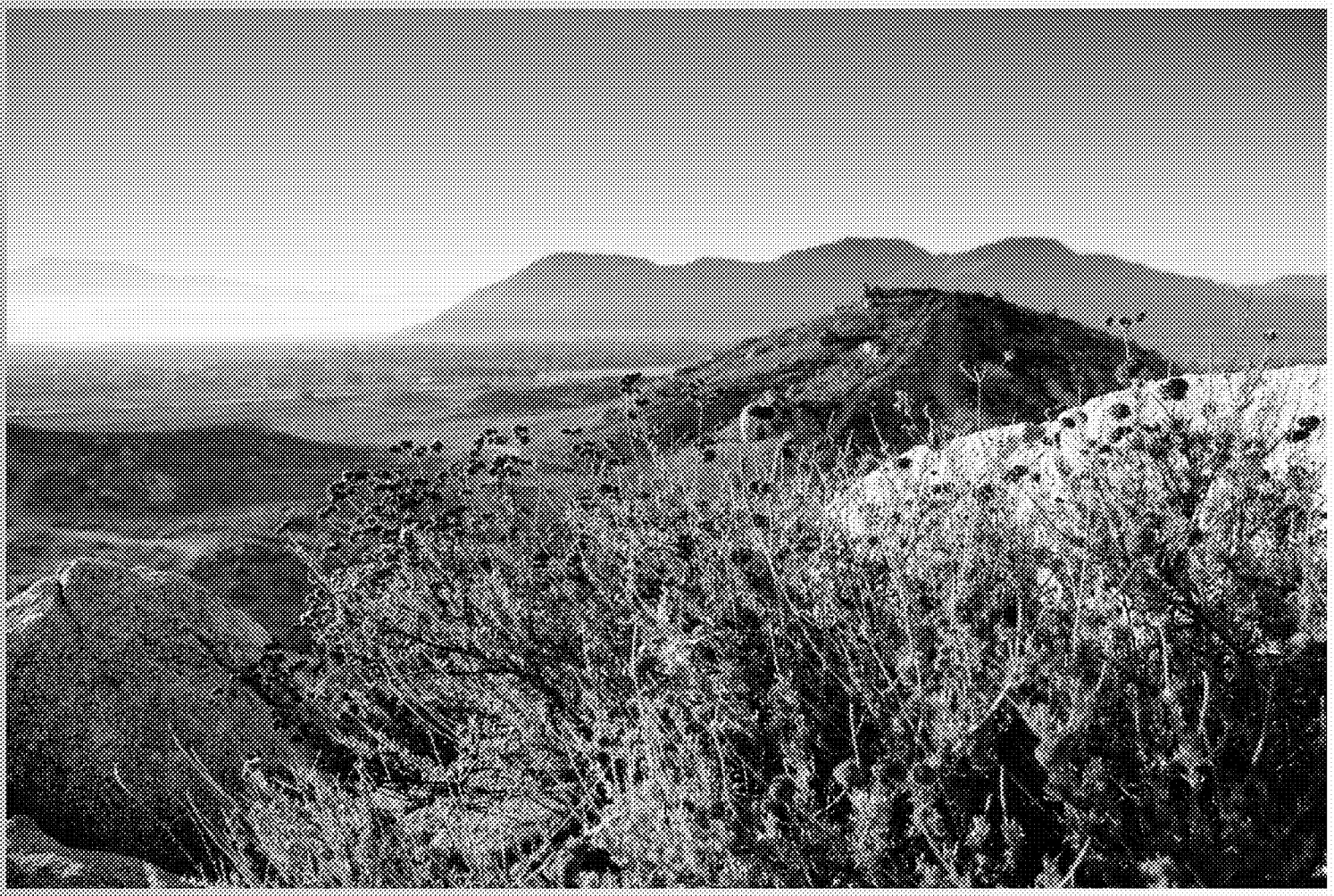

PROPOSED OPERATING BUDGET

FISCAL YEARS 2013/14-2014/15

Item No. G.2

City of Moreno Valley

Proposed Operating Budget
Fiscal Years 2013/14 – 2014/15

CITY COUNCIL

Tom Owings, Mayor
Marcelo Co, Mayor Pro Tem
Jesse L. Molina, Councilmember
Richard A. Stewart, Councilmember
Victoria Baca, Councilmember

ADMINISTRATION

Henry Garcia, City Manager
Richard Teichert, Chief Financial Officer/City Treasurer

Prepared by:
Financial & Management Services Department

14177 Frederick Street
Moreno Valley, CA
92552-0805

951.413.3021

CITY OF MORENO VALLEY
FY 2013/14 – 2014/15 PROPOSED OPERATING BUDGET
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CITY OF MORENO VALLEY
FY 2013/14 – 2014/15 PROPOSED OPERATING BUDGET
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CITY OF MORENO VALLEY
FY 2013/14 – 2014/15 PROPOSED OPERATING BUDGET
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To: Honorable Mayor, Members of the City Council and Citizens of Moreno Valley

INTRODUCTION

The Proposed Operating Budget presents projected operating revenues and expenditures for the next two fiscal years: Fiscal Years (FY) 2013/14 and 2014/15. The budget includes all component units of the City, including the General Fund, Community Services District and Successor Agency. In this budget message, particular attention will be given to the City's General Fund. The General Fund is of primary significance due to the continuing structural deficit which has existed for several budget cycles. The effects of the extended economic recession, coupled with rising costs of providing services, have led to the need for significant expenditure reductions and continued erosion of services to the public. This trend continues and worsens in the proposed two-year cycle. The ongoing structural deficit represents a fiscal crisis that must be dealt with immediately.

The proposed budget does not include capital improvement project expenditures; these projects are compiled and fully described in a separately issued Proposed Capital Improvement Plan (CIP). The CIP is a multi-year plan that identifies and prioritizes funding for future capital improvements such as land acquisitions, buildings and infrastructure. In most cases capital projects are funded by sources other than the General Fund. The restricted revenues or grants must be spent on the specific purpose for which they are collected. They have no immediate impact on the General Fund deficit. However, future operating costs will occur for maintenance and replacement needs. The City is struggling to address the costs of deferred maintenance now, these will add to the needs. CIP expenditures will be included in the final operating budget approved by the City Council.

The previous two-year budget cycle for FY 2011/12 and 2012/13 was based on the concept of implementing a Council adopted three-year Deficit Elimination Plan (DEP). The DEP envisioned an orderly process of expenditure reductions that would occur in a timely and strategic fashion as revenue sources stabilized. The goal was to create a stabilized budget by FY 2013/14. As adopted in May, 2011, the DEP focused on elimination of a $14.2 million deficit that existed in the City's General Fund. Although successful in significantly reducing the deficit and slowing its growth, the goal of deficit elimination has not been fully realized through implementation of the DEP. Revenues have stabilized and continue to grow at a slow and measured rate, however certain costs are projected to increase at a faster pace and other new costs have been added in the General Fund that have increased the deficit. At the end of FY 2012/13 the structural component of the deficit is estimated to be $6.5 million. The DEP anticipated the year end deficit would have been approximately $3.5 million.

The City Council provided direction to complete the process of creating a balanced budget for FY 2013/14. Final stages of the DEP and significant reductions in public safety services have been identified and proposed to accomplish this goal. The process has represented a major effort on the part of staff to attempt to preserve and maintain core levels of acceptable service while absorbing more cuts to what most people would agree is already "bare bones". In this proposed budget, staff has completed a painful process that began more than three fiscal years

ago. Consequences and trends will be discussed as the document outlines the proposed plan and its effects.

During the coming two-year period the City Council will be apprised of the City's financial condition through the process of First Quarter and Mid-Year Budget Reviews. This ongoing process ensures a forum to look at expenditure and revenue deviations from the estimates made in the budget document.

CONTINUED CHALLENGES AND ITEMS OF NOTE

The deficit, although significantly reduced from the $14.2 million in FY 2011/12, has not been reduced to levels expected in the DEP. Furthermore, the City Council has directed that the budget for FY 2013/14 be balanced. There are several key decisions that have occurred to create a larger deficit than anticipated. These include a General Fund subsidy for street lights in the amount of $1 million/year, the opening and staffing of Fire Station 99 for approximately $1.3 million/year, a cost of living increase for City staff for $600,000/year and other ongoing cost increases. During this same period there have been decisions made to reduce expenditure levels temporarily by avoiding certain costs. This approach was applied to recommended payments to the City's trust fund for Other Post-Employment Benefits (OPEB) as well as anticipating savings from public safety contract costs. These strategic decisions helped to maintain core service levels while the impacts of an improving economy could be measured. Unfortunately, revenues have not rebounded to levels sufficient to avoid difficult reductions necessary to close the remaining deficit. Also, the two-year plan indicates that even with the severe cuts in FY 2013/14 a deficit is anticipated to return in FY 2014/15. This is due to a continued trend of cost increases, primarily in public safety, that are greater than the slow growth of general revenues. This situation will not end in the foreseeable future.

It should be noted that the possibility of a new revenue source is under review. A voter approved revenue source, subject to complete local control, would serve to stave off the continued erosion of much needed service levels and stabilize the budget in years to come. Without such a step, General Fund service levels will continue to shrink as cuts are made to offset higher costs or until significant growth in existing revenues occurs.

FY 2013/14 and 2014/15 BUDGET EXPENDITURE SUMMARY

The following table contains a summary of the expenditures as proposed in the two-year budget. The totals represent each major fund type and component unit of the City.

Table 1 Proposed Operating Budget Expenditure Summary		
Fund/Component Unit	**FY 2013/14**	**FY 2014/15**
General Fund	$ 77,773,536	$ 79,814,990
Community Services District (CSD)	18,663,690	18,704,827
Successor Agency	6,017,569	6,123,817
Housing Fund	-	-
Special Revenue Funds	28,168,241	23,028,988
Capital Projects Funds	1,388,198	1,391,998
Electric Utility Funds	18,470,974	18,862,227
Internal Service Funds	14,688,825	13,049,977
Debt Service Funds	5,411,100	5,422,100
Total City Operating Budget	**$ 170,582,133**	**$ 166,398,924**

The majority of the budget message will focus on the General Fund due to the significance of the structural deficit and the service level impacts that occur. Highlights for other key component funds will be discussed.

GENERAL FUND

General Fund Revenue Projections for FY 2013/14 and FY 2014/15

The General fund is comprised of several revenue types. However, the five main sources account for over 80% of the total. These include property tax, sales tax, utility users' tax, franchise fees and the gross receipts tax. Each of these is affected by different economic activity cycles and pressures.

Table 2 General Fund Revenue Projections		
Fund/Component Unit	**FY 2013/14**	**FY 2014/15**
Taxes:		
Property Tax	$ 9,647,100	$ 9,803,900
Property Tax in-lieu	13,640,000	13,890,000
Utility Users Tax	16,114,000	16,428,000
Sales Tax	15,570,000	16,420,000
Other Taxes	7,965,000	8,185,000
State Gasoline Tax	-	-
Licenses & Permits	1,514,000	1,519,200
Intergovernmental	265,000	235,000
Charges for Services	8,869,395	8,977,274
Use of Money & Property	2,688,000	2,589,600
Fines & Forfeitures	601,500	606,500
Miscellaneous	51,400	51,400
Transfers In	914,538	117,790
Total Revenue Budget	**$ 77,839,933**	**$ 78,823,664**

Table 2A General Fund Major Revenue Source Trends	FY 2008/09 Actual	FY 2009/10 Actual	FY 2010/11 Actual	FY 2011/12 Actual	FY 2012/13 Amended	FY 2013/14 Proposed	FY 2014/15 Proposed
Property Tax	$ 12,790,196	$ 9,296,084	$ 9,430,845	$ 9,397,373	$ 9,900,000	$ 9,647,100	$ 9,803,900
Property Tax in-lieu	16,791,078	13,703,197	13,055,796	13,170,964	13,300,000	13,640,000	13,890,000
Utility Users Tax	15,081,286	15,358,341	15,317,439	15,591,386	16,060,000	16,114,000	16,428,000
Sales Tax	10,451,942	9,298,296	11,283,435	14,003,992	13,800,000	15,570,000	16,420,000
Other Taxes	7,144,745	6,716,428	7,209,262	7,533,532	7,740,000	7,965,000	8,185,000
Charges for Services	8,614,872	7,803,204	7,323,873	8,574,135	7,299,160	8,869,395	8,977,274
Use of Money & Property	4,725,708	6,217,892	3,846,898	4,004,480	3,296,300	2,688,000	2,589,600

The impacts that occurred during the recent extended recession affected all of the major revenue sources. Total General Fund sources have declined from approximately $98 million in FY 2007/08 to $78 million projected for FY 2013/14. This represents a 20.4% drop in funding available for critical services. Significant measures have been undertaken to reduce the use of reserves needed to close the deficit gap each year. These steps include a focus on attempting to generate new development and related increase in revenue, as well as significant expenditure reductions. Even with these activities, reserves exceeding $22 million have been needed since FY 2008/09 to balance General Fund deficit spending.

Although impossible to predict with a precise degree of accuracy, it is reasonably certain that the recovery of these revenue sources will not be as fast as their decline. The recession has ended and the revenue streams have stabilized. The indication is that revenues will increase at a slow and steady rate of between 2-2.5% per year. Unfortunately this is not enough to cover annual service costs at current levels. It is clear from staff's perspective that in order to maintain and preserve even the reduced service levels for FY 2012/13, a new revenue source will be necessary. This potential revenue will likely take the form of a ballot measure to be placed before Moreno Valley voters that, if approved, will create a locally controlled tax source. This option must be considered in light of the expenditure and service level reductions that are necessary on a go forward basis to balance the budget.

For a more detailed description of General Fund revenues you can view the presentation provided to the City Council at a study session on March 5, 2013. It is available on the City's website at www.moval.org.

General Fund Expenditure Proposals for FY 2013/14 and 2014/15

General Fund expenditures continue to outpace available revenues. This structural imbalance has been addressed actively for the past three fiscal years. With the adoption of the DEP in FY 2011/12 the City Council began a three-year initiative to reduce the annual deficit from $14.2 million. The intent was to, through a combination of revenue growth and expenditure reductions, bring the deficit to a manageable level by the end of FY 2013/14. Implementation of the DEP has proceeded in a strategic process. Staff has attempted to make cuts while minimizing service level impacts on public services wherever possible. The plan has been successful; unfortunately other factors have shown that the deficit will not be solvable based on the reductions taken thus

far. Certain ongoing expenditures have been approved that were not anticipated in the DEP. As the economy and revenue sources have stabilized, it is apparent that the deficit will continue to be structural. For FY 2012/13 the estimated ongoing deficit is $6.5 million. When current service levels were initially budgeted for FY 2013/14, this amount was projected to grow to $8.3 million and $9.7 million in FY 2014/15. At these amounts, available General Fund reserves, estimated to be $22 million at the end of FY 2012/13, would be exhausted in less than three years. Having no reserves is not an option. The ability to address emergencies and the need for operating cash flow for the first six months of each fiscal year is necessary. The current level of reserves is at a minimally acceptable level for an operating fund of $77 million.

Recognizing the immediate and inevitable consequences of waiting for a revenue recovery that will likely take five years or more, the City Council directed staff to balance the budget in FY 2013/14. This goal has been achieved in this budget proposal but with significant consequences. The majority of the reductions are recommended in the public safety services. This is necessary as Police and Fire represent approximately 72% of the General Fund. With cuts in personnel and operations that already occurred as the DEP was implemented, there are few options to attain the amount of reductions required. The table below provides detail for the proposed reductions in FY 2013/14 and FY 2014/15. Although the budget is balanced for FY 2013/14, the deficit returns in FY 2014/15. This is due to the fact that certain costs are projected to grow at rates greater than revenue growth. Specifically costs associated with Police, Fire and employee retirement rates are anticipated to exacerbate the efforts to control the deficit. What makes this even more troubling is the trend occurring that requires significant service level reductions while population and calls for service are increasing. In the case of Police there will be a reduction of 25 sworn personnel. This will reduce the current number of sworn personnel from 181 to 156. The impacts will result in reductions to the special team forces that address issues such as traffic, gangs, narcotics and specialized detective activities. In the case of Fire the major impact will be the anticipated closing of the Morrison Park Station 99. The new station was opened in October 2012; however, the continued operation costs are not sustainable. This will result in the reduction of 6 fire personnel.

Table 3
City of Moreno Valley
General Fund Balance Summary
Proposed Budget FY 2013/14 and 2014/15

	FY 2013/14	FY 2014/15
Estimated General Fund Shortfall	$ 8,253,118	$ 9,711,873
Proposed Reductions		
Non Public Safety *	**$ (1,233,807)**	**$ (1,087,356)**
* This amount will result in the cumulative elimination of 14 full time equivalent positions in various departments, as well as other line item reductions.		
Police Department		
Approved DEP Year 2 (FY 12/13) Reduction carried forward	(2,000,000)	(2,000,000)
Approved DEP Year 3 (FY 13/14) Reductions	(2,000,000)	(2,000,000)
New Adjustments to Close Deficit	(2,044,461)	(2,343,882)
Total Police *	**$ (6,044,461)**	**$ (6,343,882)**
* This amount will result in the elimination of 25 sworn positions, including positions within the special teams for traffic, detectives, gang, narcotics, and school resource officer programs.		
Fire Department		
Station 99 Closure *	-	(1,042,467)
One-Time Savings	(794,405)	-
New Adjustments to Close Deficit	(246,842)	(246,842)
Total Fire	**$ (1,041,247)**	**$ (1,289,309)**
* The FY 2014/15 amount will result in the layoff of 6 positions and the closure of Station 99.		
Total Proposed Reductions	**$ (8,319,515)**	**$ (8,720,547)**
Proposed General Fund Balance	**$ 66,397**	**$ (991,326)**

Note: The reduction amounts represent the net impact on the deficit. They contain a combination of expenditure reductions and new revenue sources.

In addition to $7 million in reductions to public safety, there is a proposed implementation of the final stages of the DEP in other operations of the City. These will result in savings estimated to be $1.2 million in FY 2013/14 and will eliminate the equivalent of 14 positions in various departments. Since FY 2011/12, non-public safety staff has been reduced by 32 fulltime positions and 76 temporary personnel. Furloughs have been in effect that reduce pay and hours worked by 10%. Service capabilities in all areas have been impacted.

As noted earlier, these reductions will create a balanced budget for FY 2013/14. However, unless revenue growth occurs at a level not currently anticipated, the deficit will continue to occur at some level as the City moves forward. This raises the real possibility of having to make cuts to public safety and other areas of City services each year to pay for cost increases. Alternative service provision models are being considered. The concept of a regional Joint Powers Authority (JPA) to share costs over a broader population base, as well as the possibility of an in-house police department, are two options under consideration.

Other General Fund Challenges

There are other issues that will affect the General Fund in future years. Currently the General Fund is the final backstop for debt service payments on the police facility. At approximately $680,000/year this could be a significant annual impact. Developer fees were originally anticipated to pay for debt. However, these have not materialized as hoped and a deficit in the fund exists in the amount of approximately $3 million. Annual contributions to the trust for Other Post-Employment Benefits (OPEB) have been suspended for FY 2012/13 and the next two fiscal year projected budgets. The amount for the General Fund is $450,000/yr. The annual payments will need to be resumed and unpaid amounts for prior years will be considered when the next actuarial is completed. Finally CalPERS, the City's contracted retirement provider, has indicated that future rates paid on salaries are going to rise. There are many factors that contribute to this, but suffice to say it will mean increased costs in the General Fund.

OTHER KEY FUNDS

The following summaries describe other major funds in the City.

Moreno Valley Community Services District

The Moreno Valley Community Services District (CSD) was formed by the voters in 1984 to collect fees and certain taxes to provide an array of services including parks, recreation and community services, streetlights, landscaping and ongoing maintenance. The CSD provides these services through separate "zones" that define the services that are provided.

For certain zones, the primary revenue source used to provide services to properties is parcel fees levied on properties via their annual tax bill. Proposition 218, passed by California voters in November 1996, has become a challenge and a threat to managing the future operation of the CSD zones. Prop. 218 requires any fee increases to be addressed through a vote process by affected property owners. For a period following the initial implementation of Prop. 218, the CSD was successful in receiving approval for some new or increased fees. There were also revenue increases due to the growth of developed parcels within the zones. However, due to cost increases that exceed any offsetting increases in the fees over the past years, and the recent economic downturn slowing new parcel growth, property owners have been resistant to efforts to fully fund service levels. An example of this point was the failed ballot process to increase the Residential Streetlight Parcel Fee in order to maintain streetlights. The result was a situation where the City Council had to consider shutting off a significant number of lights or subsidize the costs with approximately $1,000,000 annually from the General Fund. The annual subsidy has added to the ongoing structural deficit that must be dealt with during the upcoming budget cycle.

These types of situations will be the challenge to manage CSD fees and service provision in future years.

Table 4 Proposed Operating Budget Community Services District	FY 2013/14	FY 2014/15
Revenues		
Property Tax	$ 3,188,300	$ 3,233,300
Other Taxes	1,000,000	1,000,000
Charges for Services	11,437,031	11,441,112
Use of Money & Property	614,221	621,351
Fines & Forfeitures	50,000	50,000
Miscellaneous	20,100	20,100
Transfers In from General Fund	1,666,608	1,787,608
Transfers In from Non General Fund	276,636	160,000
Total Revenues	**$ 18,252,896**	**$ 18,313,471**
Expenditures		
Library Services Fund (5010)	1,812,217	1,828,882
Zone A Parks Fund (5011)	9,148,506	8,941,044
Zone B Residential Street Lighting Fund (5012)	1,677,100	1,735,500
Zone C Arterial Street Lighting Fund (5110)	927,800	957,400
Zone D Standard Landscaping Fund (5111)	1,086,200	1,120,300
Zone E Extensive Landscaping Fund (5013)	2,481,783	2,535,783
Zone M Median Fund (5112)	281,844	292,144
CFD No. 1 (5113)	1,182,223	1,225,757
Zone S (5114)	66,017	68,017
Total Expenditures	**$ 18,663,690**	**$ 18,704,827**
Net Change/Proposed Use of Fund Balance	$ (410,794)	$ (391,356)

Community Services District Zone A – Parks & Community Services

The largest Zone within the CSD is Zone A. It accounts for the administration and maintenance of the Parks & Community Services facilities and programs. Funding sources for these services come from a combination of property taxes and parcel fees, fees for service and smaller amounts from other City funds. The summary of all CSD zones shows a deficit in both FY 2013/14 and FY 2014/15 (Table 4). The deficit is created by Zone A.

Table 5 Proposed Operating Budget Zone A Parks Fund	FY 2013/14	FY 2014/15
Revenues		
Property Tax	$ 1,709,000	$ 1,733,000
Other Taxes	-	-
Charges for Services	5,967,122	5,970,507
Use of Money & Property	583,900	591,300
Fines & Forfeitures	-	-
Miscellaneous	18,100	18,100
Transfers In from General Fund	307,500	307,500
Transfers In from Non General Fund	116,636	-
Total Revenues	**$ 8,702,258**	**$ 8,620,407**
Expenditures		
35010 Parks & Comm Svcs - Admin	576,620	579,170
35210 Park Maintenance - General	3,160,181	2,999,075
35211 Contract Park Maintenance	461,603	467,288
35212 Park Ranger Program	370,423	372,210
35213 Golf Course Program	263,492	265,672
35214 Parks Projects	173,625	175,211
35215 CSD Public Facilities	-	-
35216 CFD#1	-	-
35310 Senior Program	609,009	576,727
35311 Community Services	193,446	194,116
35312 Community Events	81,327	81,507
35313 Conf & Rec Cntr	629,075	603,507
35314 Conf & Rec Cntr - Banquet	324,635	334,331
35315 Recreation Programs	1,752,265	1,739,165
35316 ASA Tournament	-	-
35317 July 4th Celebration	142,505	142,765
95011 Non-Dept Zone A Parks	410,300	410,300
Total Expenditures	**$ 9,148,506**	**$ 8,941,044**
Net Change/Proposed Use of Fund Balance	$ (446,248)	$ (320,637)

Although two thirds of the Zone A Parks and Community Services programs are fee supported, property tax and parcel fee revenues have suffered the same fate as discussed earlier in relation to the recession. The General Fund provides a transfer of $307,500 to support Zone A. Ultimately, if sufficient revenue is not available to pay for service levels, several options exist: 1) reduce services, 2) increase revenues either in parcel or program fees, or 3) provide additional General Fund support. Much like the street light issue, the General Fund is the final backstop source for underfunded services. Zone A will be targeted for analysis to solve the existing deficits and to provide long-term financial planning. Activities provided by Zone A are by and

large quality of life programs and facilities used by a large spectrum of the community. Many cities create policies for subsidizing or paying for certain programs. This is common for youth and senior programming. However, when the General Fund's current financial condition is considered, there is little room for this kind of support.

Successor Agency

The Governor and State Legislature approved the elimination of all Redevelopment Agencies (RDA) statewide in June 2011. After a review and decision by the State Supreme Court in December 2011, the City's RDA was eliminated as of January 31, 2012. The Successor Agency was created effective February 1, 2012 to assume the remnants of the RDA.

The initial State law (ABX1 26) was poorly written and difficult to implement. Staff has spent an inordinate amount of time attempting to navigate the law's complexities and the subsequent actions by the State Department of Finance. In June 2012 "clean-up" legislation (AB1484) was enacted by the Legislature. This created additional complexities and timeframes to navigate. Although work continues to sort out the final items of expenditure eligibility, the process is becoming more stabilized.

Table 6
Proposed Operating Budget
Successor Agency

	FY 2013/14	FY 2014/15
Revenues		
Property Tax	$ 9,238,000	$ 9,238,000
Other Taxes	-	-
Charges for Services	-	-
Use of Money & Property	-	-
Fines & Forfeitures	-	-
Miscellaneous	-	-
Transfers In from General Fund	-	-
Transfers In from Non General Fund	-	-
Total Revenues	**$ 9,238,000**	**$ 9,238,000**
Expenditures		
20801 Successor Agency Admin	250,000	250,000
20802 Successor Agency Operating Fund	1,193,817	1,193,817
20820 Successor Agency Tax Revenue	-	-
20830 Successor Agy 2007 TABS A Debt S	2,260,000	2,275,000
94800 Non-Dept Successor Agency Admin	2,313,752	2,405,000
94820 Non-Dept Succ Agency Cap Project	-	-
98010 Non-Dept RDA Administration	-	-
Total Expenditures	**$ 6,017,569**	**$ 6,123,817**
Net Change/Proposed Use of Fund Balance	$ 3,220,431	$ 3,114,183

Electric Utility

The Moreno Valley Utility (MVU) manages the operation, maintenance and business planning of the City's electric utility. MVU's basic purpose is to purchase and distribute electricity to customers in newly developed areas of the City. The City began serving new customers in February 2004, and now serves more than 5,600 customers.

The main revenue source for this fund is derived from charges for services. The customer base includes residential, commercial and industrial customers. Staff continues to monitor the growth of the Utilities operations. Revenues are now sufficient to cover operating costs and debt service. The growth in customer base will continue to provide for the ability to create rate stabilization and replacement reserve funding.

There is an estimated $2.5 million payment due by January 31, 2014, to satisfy an agreement to establish a "Rate Stabilization Fund". The agreement is with ENCO, the City's contractor which provided design, engineering, construction management and other consulting services to install, operate and maintain the electric system. Although MVU is expected to have cash available to pay this obligation, it would deplete cash reserves significantly. A General Fund reserve has been established to provide a loan to MVU if cash requirements dictate.

Table 7
Proposed Operating Budget
Electric Utility

	FY 2013/14	FY 2014/15
Revenues		
Property Tax	$ -	$ -
Other Taxes	-	-
Charges for Services	18,915,548	19,285,102
Use of Money & Property	80,500	80,500
Fines & Forfeitures	-	-
Miscellaneous	123,488	125,878
Transfers In from General Fund	-	-
Transfers In from Non General Fund	-	-
Total Revenues	**$ 19,119,536**	**$ 19,491,480**
Expenditures		
45510 Electric Utility - General	15,591,767	15,862,669
45511 Public Purpose Program	721,300	846,300
45520 2007 Taxable Lease Rev Bonds	1,835,144	1,830,995
45530 2005 Lease Revenue Bonds	322,763	322,263
96010 Non-Dept Electric	-	-
96020 Non-Dept 2007 Taxable Lease Revenue	-	-
96030 Non-Dept 2005 Lease Revenue Bonds	-	-
Total Expenditures	**$ 18,470,974**	**$ 18,862,227**
Net Change/Proposed Use of Fund Balance	$ 648,562	$ 629,253

CITY COUNCIL ACTION ITEMS AND INITIATIVES

The City Council continues to work with staff to identify and provide for future opportunities in Moreno Valley. They are accepting the challenge of looking to the future of the City while dealing with the current realities of a difficult fiscal crisis that is threatening core service levels.

In February 2013, the City Council conducted a workshop and identified a list of action items and initiatives they want staff to focus on in the next 18-24 months. The list includes issues directly related to the City's current fiscal crisis as well as ideas targeted at providing future growth, revenue diversification and quality of life initiatives for Moreno Valley residents.

The framework is intended to provide transparency to City Council activities and decision processes, while assisting staff in prioritizing scarce resources available to provide services. Listed below are three main categories that encompass the action items from the Council Workshop. In addition to the actions contained in these categories, the Mayor and City Council have discussed and are moving forward with the drafting of a City Charter for Moreno Valley to be placed on a future ballot for voter consideration.

Current Fiscal Crisis

- Balance the General Fund budget in FY 2013/14
- Identify and discuss unfunded liabilities within the budget
- Review the need for surplus City owned property
- Augment street maintenance budgets within 1-2 years
- Conduct neighborhood budget meetings in each City Council district
- Support a revenue ballot measure

Quality of Life Initiatives

- Prepare a performing arts overlay
- Establish the Mayor's Committee of Increasing Graduation Rates
- Develop a neighborhood program
- Take an aggressive approach to flood control enforcement

Future Development and Revenue Diversification

- Focus economic development on the medical corridor
- Identify the highest and best use for the City-owned 60 acres on Nason Street
- Seek innovative measures to enhance economic development efforts
- Make creation of business incubators a higher priority
- Emphasize incentives for e-commerce fulfillment centers
- Continue to emphasize residential development
- Include Sunnymead Boulevard in the economic development focus

SUMMARY

The City of Moreno Valley has suffered from a prolonged revenue downslide since FY 2007/08. The extended recession affected all revenue sources in the General Fund. Total sources of funds plummeted from $98 million in FY 2007/08 to a projected $78 million in FY 2013/14. The City Council and staff reacted in a timely and strategic fashion in attempts to maintain and preserve services while waiting for revenues to stabilize. The 20% drop in revenues has meant significant action in the form of expenditure cuts and service level capabilities. The Deficit Elimination Plan (DEP) approved in 2011 provided an orderly guide to manage the process. It is now clear that these efforts have not been sufficient. A structural deficit exists and current service levels cannot be paid for with projected revenues. A fiscal crisis in the General Fund must be addressed immediately. The continued erosion of operating and emergency reserves will deplete the City's General Fund bank in three years at current deficit levels. This is an unacceptable outcome. The City Council directed staff to propose a balanced budget for FY 2013/14. This proposed budget plan accomplishes that goal. However, due to circumstances discussed earlier in this message the deficit returns in FY 2014/15. It is obvious that additional steps will be required to ensure core service levels while working toward future growth and revenue diversification.

Cuts have been made across all departments. Attempts were made to spare public safety services whenever possible. Much of the downsizing has been focused in non-public safety departments through FY 2012/13. However the proposed two-year plan includes over $7 million in public safety cuts. These are unavoidable to close the deficit but they will have an impact on the City's public safety services.

Staff in all departments are working hard to keep service to the citizens and businesses in Moreno Valley at acceptable levels. The job is getting harder. Staffing reductions and general cutbacks to operating accounts have reduced capabilities to a minimum level. I thank each and every one of the City's employees and contract partners for their hard work and continued dedication.

At their February Workshop, the City Council was in consensus that the City needs to consider a ballot measure to create a new revenue source that can allow for the service demands of a growing community. It is obvious we are struggling as a community as population and business numbers grow and we are forced to reduce service response capabilities. Future development and growth continue to be a stated action goal for the City Council. There will come a time in the future when this returns much of the momentum that has been lost in the economic slide and the City can explore and implement important measures similar to the current initiatives in education and drafting a City charter. However, the unavoidable impacts of slow revenue growth and key costs that are growing at a faster pace will only worsen the condition in years to come without additional locally controlled revenue.

I express my sincere appreciation to all City departments for their work in preparation of this plan. Your efforts have ensured that service provision is at the highest level possible given the severe cutbacks that have occurred. These challenging times require everyone to rise to a new level of commitment and I see that each and every day. The City Council is also to be

commended for their focus on the City's fiscal health. Difficult decisions have been required and they have risen to the challenge. I ask that we all continue to move in a positive direction as we make future decisions to right the ship. The citizens and businesses deserve our best and I'm confident we are up to the task.

Finally, I thank the Budget Preparation Team and all staff that contributed to this proposed budget for their hard work.

Respectfully submitted,

Henry Garcia
City Manager

City of Moreno Valley Organization Chart

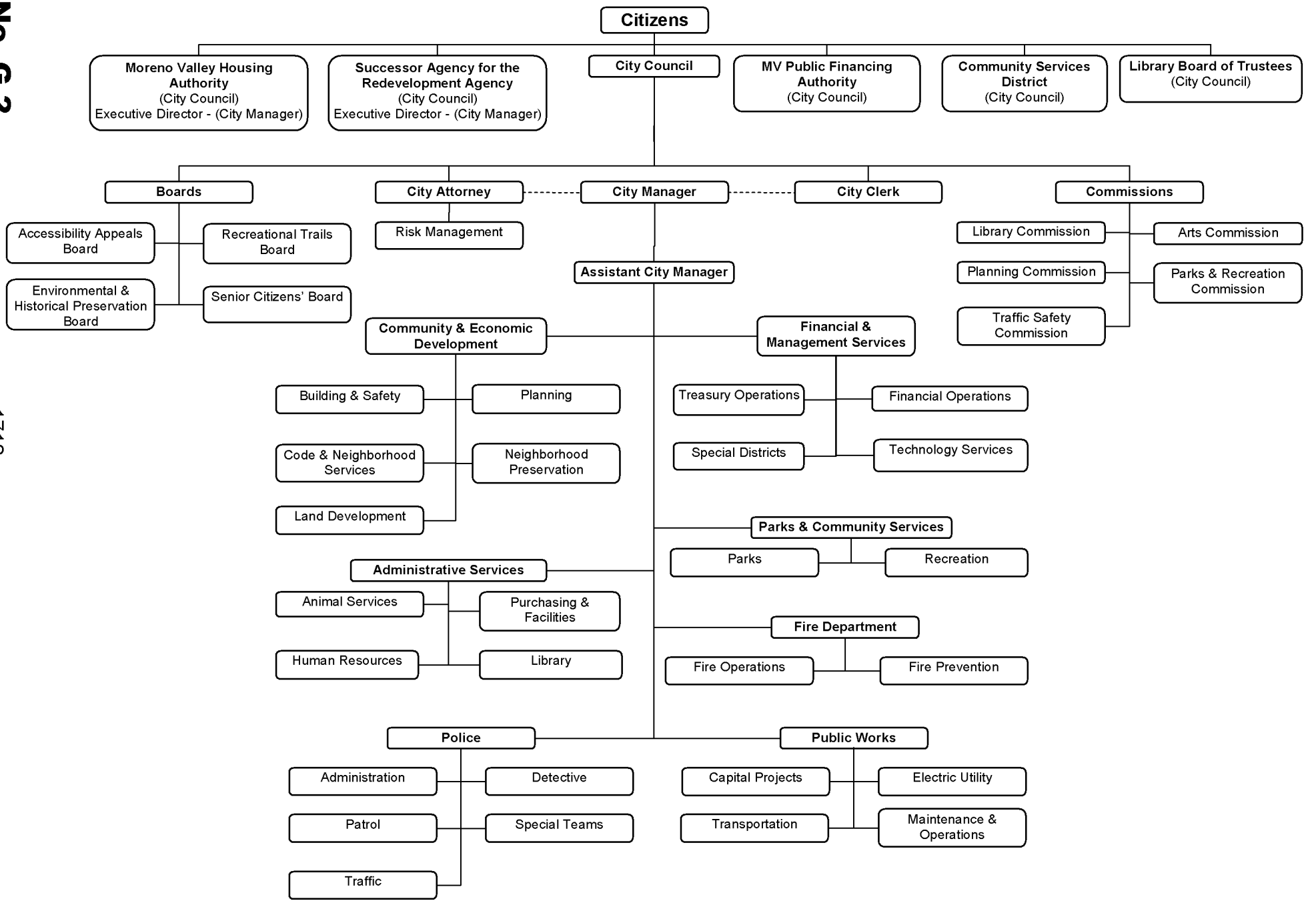

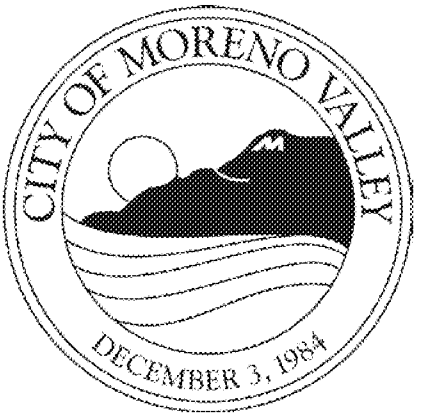
CITY OF MORENO VALLEY
DECEMBER 3, 1984

CITY OF MORENO VALLEY

MUNICIPAL OFFICIALS
FY 2013/14

CITY COUNCIL

Tom Owings, Mayor
Marcelo Co, Mayor Pro Tem
Jesse L. Molina, Councilmember
Richard A. Stewart, Councilmember
Victoria Baca, Councilmember

EXECUTIVE OFFICERS

Henry Garcia, City Manager
Michelle Dawson, Assistant City Manager
Suzanne Bryant, Acting City Attorney
Jane Halstead, City Clerk
Barry Foster, Community & Economic Development Director
Richard Teichert, Chief Financial Officer/City Treasurer
Abdul Ahmad, Fire Chief
Tom DeSantis, Administrative Services Director
Michael McCarty, Parks & Community Services Director
Joel Ontiveros, Police Chief
Ahmad Ansari, P.E., Public Works Director/City Engineer

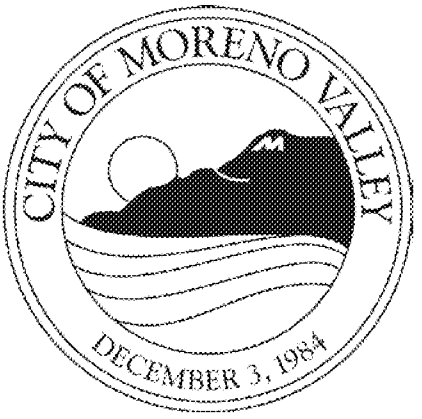
CITY OF MORENO VALLEY
DECEMBER 3, 1984

City of Moreno Valley
FY 2013/14 - 2014/15
City Position Summary

Position Title	FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
Accountant I	-	2	-	2	-	2	-	2
Accounting Asst	(2)	3	-	3	-	3	-	3
Accounting Technician	-	4	-	4	(1)	3	-	3
Accounts Payable Supervisor	-	1	-	1	-	1	-	1
Administrative Asst	-	5	-	5	2	7	-	7
Administrative Services Dir	-	1	-	1	-	1	-	1
After School Prog Coordinator	(4)	-	-	-	-	-	-	-
After School Prog Specialist	(8)	-	-	-	-	-	-	-
After School Prog Supervisor	(1)	-	-	-	-	-	-	-
Animal Care Technician	-	4	-	4	-	4	-	4
Animal Control Officer	-	7	-	7	-	7	-	7
Animal Services Asst	-	2	-	2	-	2	-	2
Animal Svcs Dispatcher	(1)	1	-	1	1	2	-	2
Animal Svcs Division Manager	-	1	-	1	-	1	-	1
Animal Svcs Field Supervisor	-	1	-	1	-	1	-	1
Animal Svcs License Inspector	-	1	-	1	-	1	-	1
Animal Svcs Office Supervisor	-	1	-	1	-	1	-	1
Applications & DB Admin	-	1	-	1	-	1	-	1
Applications Analyst	-	1	-	1	-	1	-	1
Assistant City Attorney	-	-	-	-	-	-	-	-
Assistant City Clerk	-	-	-	-	-	-	-	-
Assoc Environmental Engineer	-	1	-	1	-	1	-	1
Associate Engineer	(1)	5	-	5	-	5	-	5
Associate Planner	-	4	-	4	(1)	3	-	3
Asst Buyer	-	2	-	2	-	2	-	2
Asst City Manager	-	1	-	1	-	1	-	1
Asst Crossing Guard Spvr	-	1	-	1	-	1	-	1
Asst Network Administrator	-	1	-	1	-	1	-	1
Asst to the City Manager	-	1	-	1	-	1	-	1
Asst. Applications Analyst	-	-	-	-	-	-	-	-
Banquet Facility Rep	-	1	-	1	-	1	-	1
Budget Officer	(1)	-	1	1	-	1	-	1
Building & Neighborhood Services Div Mgr	-	-	-	-	1	1	-	1
Building Div Mgr / Official	-	1	-	1	(1)	-	-	-
Building Inspector I I	-	4	-	4	-	4	-	4
Bus. Support & Neigh Prog Admin	-	1	-	1	(1)	-	-	-
Cable TV Producer	-	2	-	2	-	2	-	2
Chief Financial Officer/City Treas	-	1	-	1	-	1	-	1
Child Care Asst	-	5	-	5	(1)	4	-	4
Child Care Instructor I I	-	5	-	5	(1)	4	-	4
Child Care Program Manager	-	1	-	1	-	1	-	1
Child Care Site Supervisor	-	5	-	5	(1)	4	-	4
City Attorney	-	1	-	1	-	1	-	1
City Clerk	-	1	-	1	-	1	-	1
City Manager	-	1	-	1	-	1	-	1
Code & Neigh Svcs Official	-	1	-	1	(1)	-	-	-
Code Compliance Field Sup.	-	-	-	-	-	-	-	-
Code Compliance Officer I	-	-	-	-	1	1	-	1
Code Compliance Officer I I	-	5	-	5	-	5	-	5
Code Supervisor	-	-	-	-	1	1	-	1
Comm & Economic Dev Director	-	1	-	1	-	1	-	1
Community Dev Director	(1)	-	-	-	-	-	-	-
Community Svcs Supervisor	-	1	-	1	-	1	-	1

City of Moreno Valley
FY 2013/14 - 2014/15
City Position Summary

Position Title	FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
Construction Inspector	1	5	-	5	-	5	-	5
Crossing Guard	-	35	-	35	-	35	-	35
Crossing Guard Supervisor	-	1	-	1	-	1	-	1
Customer Service Asst	-	1	-	1	(1)	-	-	-
Dep PW Dir /Asst City Engineer	-	1	-	1	-	1	-	1
Deputy City Attorney I I I	-	2	-	2	(2)	-	-	-
Deputy City Clerk	-	1	-	1	-	1	-	1
Deputy City Manager	-	-	-	-	-	-	-	-
Development Svcs Coordinator	-	1	(1)	-	-	-	-	-
Electric Utility Division Mgr	-	1	-	1	-	1	-	1
Electric Utility Program Coord	-	1	-	1	-	1	-	1
Emerg Mgmt & Vol Svc Prog Spec	(1)	1	-	1	-	1	-	1
Emerg Mgmt & Vol Svcs Prog Mgr	-	1	-	1	-	1	-	1
Engineering Division Manager	-	1	-	1	-	1	-	1
Engineering Technician I I	-	1	-	1	-	1	-	1
Enterprise Systems Admin	-	1	-	1	-	1	-	1
Environmental Analyst	-	1	-	1	-	1	-	1
Equipment Operator	-	4	-	4	-	4	-	4
Exec Asst to Mayor / City Council	-	1	-	1	-	1	-	1
Exec. Assistant to the City Manager	-	-	-	-	-	-	-	-
Executive Asst I	-	7	2	9	-	9	-	9
Executive Asst I I	-	1	-	1	-	1	-	1
Facilities Maint Mechanic	-	1	-	1	-	1	-	1
Facilities Maint Worker	-	3	-	3	-	3	-	3
Facilities Maintenance Spvr	(1)	-	-	-	-	-	-	-
Financial Operations Div Mgr	-	1	-	1	-	1	-	1
* Fire Inspector I	-	-	-	-	2	2	1	3
Fire Inspector I I	-	2	-	2	-	2	-	2
Fire Marshall	-	1	-	1	-	1	-	1
Fire Safety Specialist	-	1	-	1	1	2	-	2
Fleet Supervisor	-	-	-	-	-	-	-	-
GIS Administrator	-	1	-	1	-	1	-	1
GIS Specialist	-	1	-	1	-	1	-	1
GIS Technician	-	1	(1)	-	-	-	-	-
Housing Program Coordinator	-	1	-	1	-	1	-	1
Housing Program Specialist	-	3	-	3	(3)	-	-	-
Human Resources Analyst	-	1	-	1	-	1	-	1
Human Resources Div Manager	-	-	-	-	-	-	-	-
Human Resources Technician	(1)	1	(1)	-	-	-	-	-
Info Technology Technician	-	2	-	2	-	2	-	2
Landscape Development Coord	-	1	(1)	-	-	-	-	-
Landscape Irrigation Tech	-	1	-	1	-	1	-	1
Landscape Svcs Inspector	(2)	5	(2)	3	(1)	2	-	2
Lead Animal Care Technician	-	1	-	1	-	1	-	1
Lead Facilities Maint Worker	-	-	-	-	-	-	-	-
Lead Maintenance Worker	-	3	-	3	-	3	-	3
Lead Parks Maint Worker	-	5	-	5	-	5	-	5
Lead Traffic Sign/Marking Tech	-	2	-	2	-	2	-	2
Lead Vehicle / Equip Tech	-	1	-	1	-	1	-	1
Legal Secretary	-	1	-	1	-	1	-	1
Lib Serv Div Mgr	-	1	-	1	-	1	-	1
Librarian	-	4	-	4	-	4	-	4
Library Asst	-	13	-	13	-	13	-	13

City of Moreno Valley
FY 2013/14 - 2014/15
City Position Summary

	Position Title	FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
	Library Circulation Supervisor	-	1	-	1	-	1	-	1
	Maint & Operations Div Mgr	-	1	-	1	-	1	-	1
*	Maintenance Worker I	-	-	-	-	7	7	1	8
	Maintenance Worker II	-	13	-	13	-	13	-	13
	Management Analyst	-	11	3	14	(1)	13	-	13
	Management Asst	-	3	-	3	-	3	-	3
	Media & Production Coordinator	-	1	-	1	-	1	-	1
	Network Administrator	-	1	-	1	-	1	-	1
	Network System Specialist	-	-	-	-	-	-	-	-
	Office Asst	-	1	-	1	-	1	-	1
	Park Ranger	-	3	-	3	-	3	-	3
	Parking Control Officer	-	2	-	2	-	2	-	2
	Parks & Comm Svcs Director	-	1	-	1	-	1	-	1
	Parks & Comm Svcs Div Mgr	-	-	1	1	-	1	-	1
	Parks Maint Division Manager	-	1	(1)	-	-	-	-	-
	Parks Maint Supervisor	-	2	-	2	-	2	-	2
	Parks Maint Worker	-	13	-	13	-	13	-	13
	Parks Projects Coordinator	-	1	-	1	-	1	-	1
	Payroll Supervisor	-	1	-	1	-	1	-	1
	Permit Technician	-	6	-	6	-	6	-	6
	Planning Commissioner	-	7	-	7	-	7	-	7
	Planning Div Mgr / Official	-	1	-	1	-	1	-	1
	Principal Accountant	-	1	-	1	-	1	-	1
	Purch & Facilities Div Mgr	-	1	-	1	-	1	-	1
	PW Director / City Engineer	-	1	-	1	-	1	-	1
	PW Program Manager	-	-	-	-	-	-	-	-
	Recreation Program Coord	-	2	(1)	1	-	1	-	1
	Recreation Program Leader	-	7	-	7	-	7	-	7
	Recreation Supervisor	-	-	1	1	-	1	-	1
*	Recycling Specialist	-	-	-	-	1	1	-	1
	Resource Analyst	-	-	-	-	-	-	-	-
	Risk Division Manager	-	1	(1)	-	-	-	-	-
	Security Guard	(1)	2	-	2	-	2	-	2
	Spec Dist Budg & Accting Spvr	(1)	-	-	-	-	-	-	-
	Spec Districts Div Mgr	-	1	-	1	-	1	-	1
	Special Districts Prog Mgr	-	1	-	1	-	1	-	1
	Sr Accountant	-	1	-	1	-	1	-	1
	Sr Administrative Asst	(5)	14	2	16	(1)	15	-	15
	Sr Applications Analyst	-	-	-	-	-	-	-	-
	Sr Citizens Center Coord	-	1	-	1	-	1	-	1
	Sr Code Compliance Officer	(1)	-	-	-	-	-	-	-
	Sr Customer Service Asst	-	3	-	3	-	3	-	3
	Sr Deputy Clerk	-	-	-	-	-	-	-	-
	Sr Electrical Engineer	-	1	-	1	-	1	-	1
	Sr Engineer, P.E.	(2)	9	-	9	-	9	-	9
	Sr Engineering Technician	-	1	-	1	-	1	-	1
	Sr Equipment Operator	-	1	-	1	-	1	-	1
	Sr Financial Analyst	-	2	-	2	-	2	-	2
	Sr GIS Analyst	-	1	-	1	-	1	-	1
	Sr Graphics Designer	-	1	-	1	-	1	-	1
	Sr Human Resources Analyst	-	1	-	1	-	1	-	1
	Sr IT Technitian	-	-	-	-	-	-	-	-
	Sr Landscape Svcs Inspector	-	1	-	1	-	1	-	1

City of Moreno Valley
FY 2013/14 - 2014/15
City Position Summary

Position Title	FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
Sr Management Analyst	-	2	-	2	-	2	-	2
Sr Office Asst	(1)	5	-	5	-	5	-	5
Sr Park Ranger	(1)	-	-	-	-	-	-	-
Sr Parking Control Officer	-	1	-	1	-	1	-	1
Sr Parks Maint Technician	-	1	1	2	-	2	-	2
Sr Payroll Technician	-	1	-	1	-	1	-	1
Sr Permit Technician	-	2	-	2	-	2	-	2
Sr Planner	-	2	-	2	-	2	-	2
Sr Recreation Program Leader	-	2	-	2	-	2	-	2
Sr Telecomm Technician	-	1	-	1	-	1	-	1
Sr Traffic Engineer	-	1	-	1	-	1	-	1
Sr Traffic Signal Technician	-	1	-	1	-	1	-	1
Storekeeper	-	1	-	1	-	1	-	1
Storm Water Prog Mgr	-	1	-	1	-	1	-	1
Street Maintenance Supervisor	-	2	-	2	-	2	-	2
Technology Services Div Mgr	-	1	-	1	-	1	-	1
Telecomm Engineer / Admin	-	1	-	1	-	1	-	1
Telecomm Technician	-	1	-	1	-	1	-	1
Traffic Operations Supervisor	-	1	-	1	-	1	-	1
Traffic Sign / Marking Tech I	-	1	-	1	-	1	-	1
Traffic Sign/Marking Tech I I	-	2	-	2	-	2	-	2
Traffic Signal Technician	-	2	-	2	-	2	-	2
Trans Div Mgr / City Traf Engr	-	1	-	1	-	1	-	1
Treasury Operations Div Mgr	-	1	-	1	-	1	-	1
Tree Trimmer	-	1	-	1	-	1	-	1
* Vehicle / Equipment Technician	-	2	-	2	1	3	-	3
Web Master	-	-	-	-	-	-	-	-
Subtotal	**(35)**	**376**	**2**	**378**	**1**	**379**	**2**	**381**
* Temporary Positions	(44)	121	(17)	104	(15)	89	(1)	88
Total	**(79)**	**497**	**(15)**	**482**	**(14)**	**468**	**1**	**469**

* The Position Summary reflects the conversion of certain temporary positions into full time career positions.

City of Moreno Valley
Budget Process

The budget process for the City of Moreno Valley generally begins in December each year with a kick-off meeting. The City Manager outlines the goals and directives for the development of the upcoming budget. Budget parameters are provided to the departments based on a preliminary revenue forecast and current economic conditions. The Financial & Management Services Department distributes the budget calendar, instructions, forms, and budget worksheets to the departments. The Financial & Management Services Department, along with the Public Works Department, coordinates the equipment replacement requests. Public Works coordinates the capital improvement project requests.

After the departments have input their budget requests, the Financial & Management Services Department reviews, analyzes, compiles the data, and calculates the total expense budget requested, as well as refining revenue estimates for the upcoming fiscal year. The Budget Review Committee then holds budget meetings to review departmental submittals. Subsequently, the City Manager provides direction to finalize the proposed budget and the Financial & Management Services Department prepares the proposed budget document reflecting the City Manager's direction. The City Manager submits the proposed budget to City Council and a public hearing is held. The Council conducts several budget study sessions and/or budget deliberations. City Council then adopts the budget prior to the beginning of the fiscal year.

After the budget is adopted, the Financial & Management Services Department integrates the budgetary data into the City's financial system at the beginning of the fiscal year. Financial reports are available on-line to the departments to monitor budget performance throughout the year. A monthly financial report is also prepared by the Financial & Management Services Department each month, analyzing budget-to-actual results. This report is reviewed with the City Manager and executive staff; then distributed to departmental management.

First Quarter and Mid-Year Budget Reviews are presented to the City Council to review budget-to-actual results for both revenues and expenditures. The Mid-Year Budget Review also includes a fiscal year-end projection such that adjustments in staffing and other budgetary resources may be made per Council's direction. Appropriation adjustments requested by departments are also considered during the Mid-Year Budget Review.

Budget Amendments: Supplemental appropriations requested during the fiscal year, when necessitating the use of reserves/fund balance, require approval by the City Council. Supplemental appropriations requested during the fiscal year with offsetting revenues and budget adjustments between funds and departments are approved by the City Manager throughout the fiscal year.

Basis of Budgeting: The City uses the modified accrual basis in budgeting governmental funds. As such, obligations of the City, including outstanding purchase orders, are budgeted as expenditures and revenues are recognized when they are both measurable and available to fund current expenditures.

The City has an enterprise fund for its Electric Utility. The City also utilizes internal service funds for its facilities, technology services operations, and for its insurance and liability programs. The budgets for the enterprise and internal service funds are prepared on a full accrual basis, with expenses recognized when incurred and revenues recognized when due the City.

Budgetary Data: Annual budgets are legally adopted for all funds on a basis consistent with generally accepted accounting principles.

The following Flow chart depicts the City's annual budget process.

City of Moreno Valley
Operating Budget Process
Flow Chart

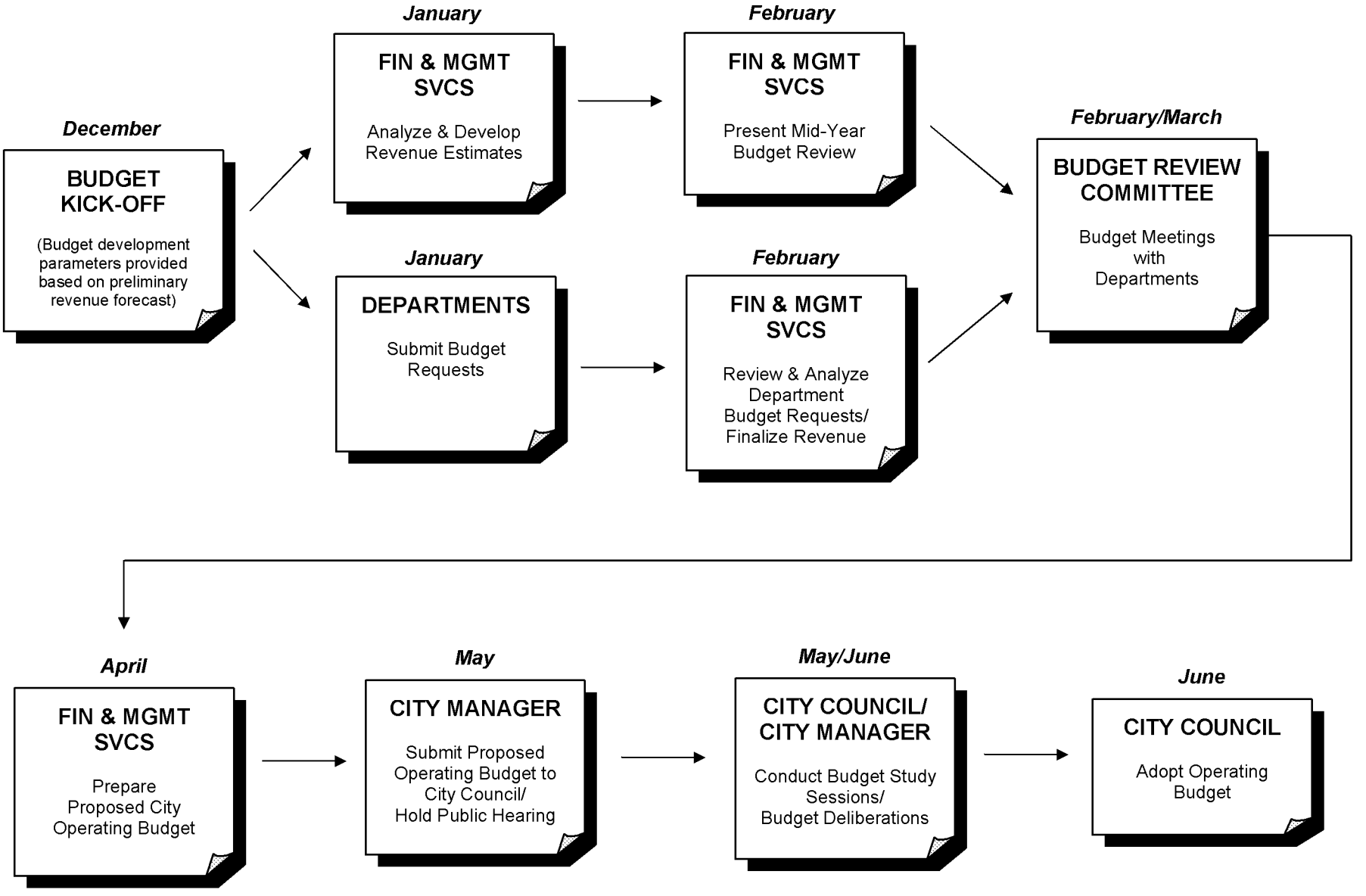

Item No. G.2

City of Moreno Valley Financial Structure

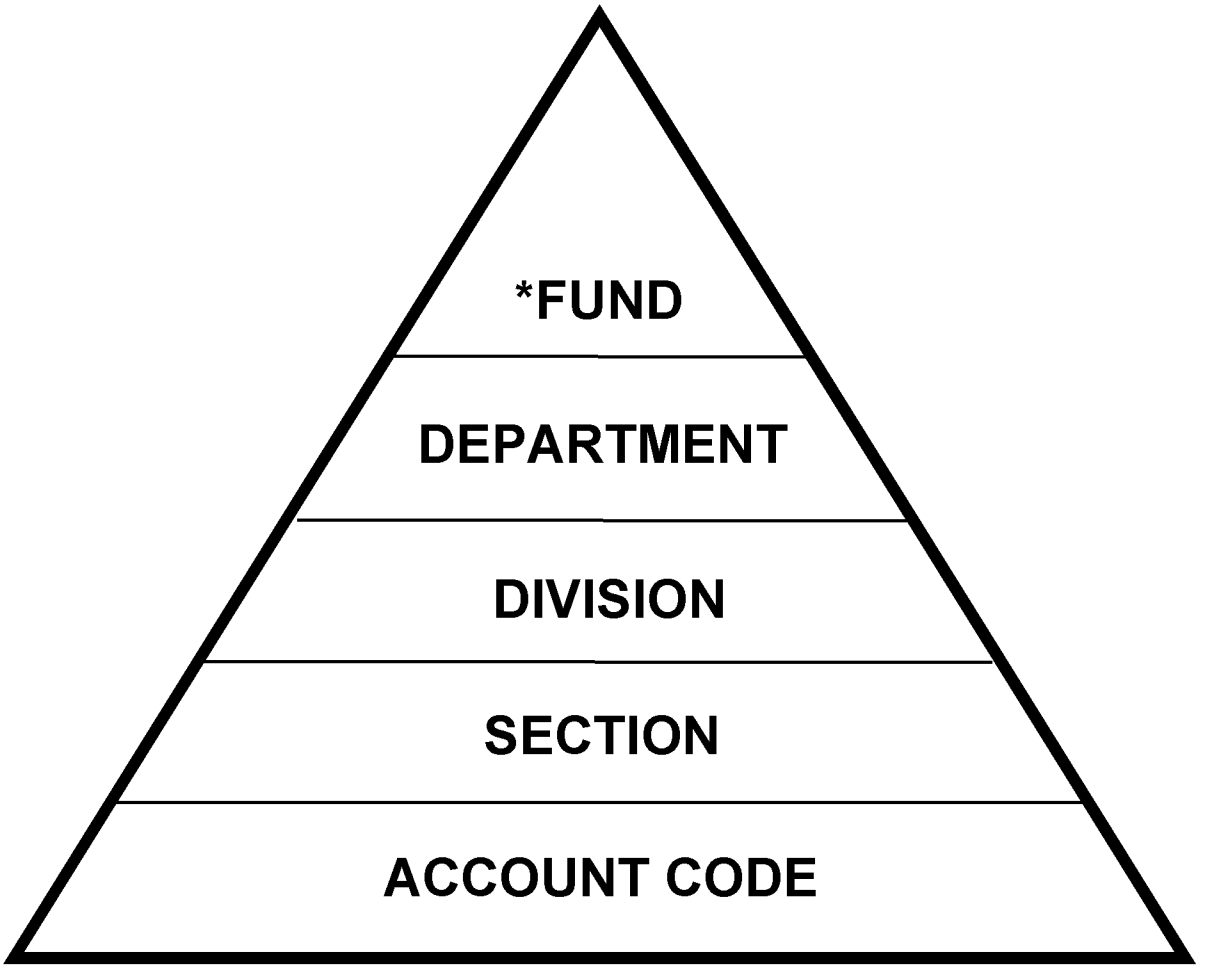

*Council adopts the Citywide Operating Budget at the FUND Level.

The City of Moreno Valley's financial system is organized around a structure that is commonly found in most public agencies, as described below.

FUND

Each Fund represents a self-balancing group of accounts and a balance sheet that allows for the proper segregation of the City's financial resources.

For example, the General Fund accounting structure accumulates and tracks funds collected for the purpose of providing services that fulfill the general government role of the City. These services include essential public safety functions of Police, Fire and Animal Control, as well as the central administration functions of the City Council, City Manager's office, City Attorney's office, City Clerk's office, Administrative Services Department, and portions of the Financial & Management Services Department.

DEPARTMENT

The functions carried out by the City are organized by Department. The leadership and staff assigned to each department are charged with carrying out these assigned functions.

The City's Departments/Offices are listed below:

City Council
City Clerk
City Manager
City Attorney's Office
Community & Economic Development Department
Financial & Management Services Department
Fire Department
Administrative Services Department
Parks & Community Services Department
Police Department
Public Works Department

DIVISION

In certain instances, functions carried out by a particular department are numerous and diverse. In these instances, leadership within a department is further organized by divisions as reflected in the City's organization chart.

SECTION

The Section is used within the City's financial system to identify a division or program area within a department. A department can have one or more cost centers assigned to it in order to capture costs for each separate function.

ACCOUNT CODE

The basic unit of the City's financial system is the account code. Its purpose is to provide a means of separating each type of cost from another.

The City of Moreno Valley maintains this type of formal structure to maintain accountability over the assets and other financial resources for which it has control.

FY 2013/14 and FY 2014/15 Budget Development Guidelines

The following guidelines have been approved by the City Council and should be utilized for development of the FY 2013/14 and FY 2014/15 budgets:

- Departments will submit budgets that reflect no change in staffing or service levels from FY 2012/13.

- Personnel budgets will be based on current compensation levels, as follows:
  - Continuation of the 36-hour work week and corresponding 10% salary reduction;
  - Continued suspension of merit increases; and
  - No cost-of-living adjustment (COLA).

- Any reinstatement of the above compensation items will be by policy direction of the City Council.

- A general inflation factor will <u>not</u> be applied to contractual services or maintenance/operations line items; if multi-year contracts are in place that provide for inflationary adjustments, departments will make every effort to renegotiate these contracts to maintain expenditures at their current levels.

- Following review by the Budget Review Committee, the City Manager will submit a Preliminary Base Budget reflecting the above guidelines. Based on the current budget analysis, it is anticipated that General Fund Base Service Level Budget will be balanced for FY 2013/14 and reflect a deficit of approximately $1 million for FY 2014/15.

- Due to the significant level of budget reductions implemented over the past five years it is expected that virtually all budget reductions will have a “High” service level impact; either internally, externally, or both.

FY 2013/14
OPERATING BUDGET PREPARATION INSTRUCTIONS

2013/14 Department Requests

- Budget will be keyed into the Logos system.
- Follow the Logos Training Budget Manual which will be provided during Logos training and can be found on the Intranet for FY 2013/14 budget preparation.
- The "Dept. Request" column has been populated with the 2012/13 Adopted budget amounts.
- All attached line-item detail will need to be updated by departments. Updating the line item detail attachment does **NOT** update the budget amounts in Logos.
- Salaries & benefits will be adjusted to reflect defunded positions.
- With the exception of employees hired under an Employment Agreement, salaries for vacant positions that are still funded have been budgeted at the "C" step of the applicable salary range; benefits for such vacant positions have been reduced in accordance with the new three-tier benefit structure.
- Salaries-TEMPORARY & Salaries-OVERTIME are the responsibility of each department. Please make sure your department reviews these amounts.
- Although fixed assets may meet replacement guidelines, try to extend the useful life and keep the asset in service longer if possible. Consult with FMS before budgeting for replacement of a fixed asset. (Note: Replacement assets are budgeted net of accumulated depreciation.)

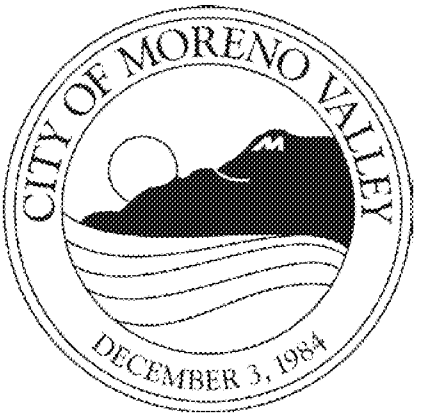
CITY OF MORENO VALLEY
DECEMBER 3, 1984

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
CITY-WIDE FUND BALANCES

Department/Fund	Projected Available Fund Balance June 30, 2013	Revenues FY 2013/14	Transfers In
GENERAL FUND *			
GENERAL FUND	$ 22,748,180	$ 76,925,395	$ 914,538
COMMUNITY SERVICES DISTRICT			
LIBRARY SERVICES	(22,528)	1,354,000	519,708
ZONE A PARKS	2,580,946	8,278,122	424,136
SPECIAL DISTRICT FUNDS	7,657,673	6,677,530	999,400
SUCCESSOR AGENCY			
SUCCESSOR AGENCY	9,313,459	9,238,000	-
HOUSING AUTHORITY			
HOUSING AUTHORITY	33,406,296	15,000	-
SPECIAL REVENUE FUNDS			
GAS TAX	1,354,925	5,064,755	160,000
ENDOWMENT FUNDS	189,334	3,000	-
COMMUNITY DEVELOPMENT BLOCK GRANTS	1,438,249	2,710,280	-
DEVELOPMENT IMPACT FEES	5,884,919	629,900	1,135,898
HOME(FEDERAL)	3,160,785	902,077	-
MEASURE A	16,087,434	9,136,455	424,939
OTHER GRANTS & SPECIAL REVENUES	(1,062,697)	13,973,767	266,995
CAPITAL PROJECTS			
2005 LEASE REV BONDS-CAP ADMIN	1,127,305	-	-
CAPITAL ADMIN FUNDS	20,727	-	252,300
CAPITAL PROJECT FUNDS	37,113,574	6,196,000	1,411,300
ELECTRIC UTILITY *			
ELECTRIC UTILITY	1,812,881	19,119,536	-
INTERNAL SERVICE FUNDS			
GENERAL LIABILITY INSURANCE	48,050	793,152	-
WORKERS' COMPENSATION	2,074,466	785,600	-
TECHNOLOGY SERVICES	8,190,703	4,622,300	-
FACILITIES MAINTENANCE	12,033,134	4,481,586	-
EQUIPMENT MAINTENANCE	117,779	798,134	-
EQUIPT REPLACEMENT RESERVE	20,306,797	2,284,402	-
DEBT SERVICE			
2005 LEASE REV BONDS-DEBT SVC	8,792,354	-	2,647,973
OPERATING & CAPITAL DEBT SERVICE	2,822,982	170,500	2,696,379
Total	**$ 197,197,727**	**$ 174,159,491**	**$ 11,853,566**

* Represents unrestricted fund balances available for payment of debt service, capital improvements, or other annual operating costs.

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
CITY-WIDE FUND BALANCES

Department/Fund	Total Sources of Funds FY 2013/14	Operating Expenditures FY 2013/14	Capital Expenditures FY 2013/14
GENERAL FUND *			
GENERAL FUND	$ 77,839,933	$ 75,489,533	$ -
COMMUNITY SERVICES DISTRICT			
LIBRARY SERVICES	1,873,708	1,812,217	-
ZONE A PARKS	8,702,258	8,988,506	-
SPECIAL DISTRICT FUNDS	7,676,930	7,702,967	-
SUCCESSOR AGENCY			
SUCCESSOR AGENCY	9,238,000	3,703,817	-
HOUSING AUTHORITY			
HOUSING AUTHORITY	15,000	-	-
SPECIAL REVENUE FUNDS			
GAS TAX	5,224,755	5,332,697	-
ENDOWMENT FUNDS	3,000	-	-
COMMUNITY DEVELOPMENT BLOCK GRANTS	2,710,280	2,575,197	-
DEVELOPMENT IMPACT FEES	1,765,798	-	-
HOME(FEDERAL)	902,077	902,077	-
MEASURE A	9,561,394	1,361,795	-
OTHER GRANTS & SPECIAL REVENUES	14,240,762	14,531,975	-
CAPITAL PROJECTS			
2005 LEASE REV BONDS-CAP ADMIN	-	-	-
CAPITAL ADMIN FUNDS	252,300	252,300	-
CAPITAL PROJECT FUNDS	7,607,300	-	-
ELECTRIC UTILITY *			
ELECTRIC UTILITY	19,119,536	18,470,974	-
INTERNAL SERVICE FUNDS			
GENERAL LIABILITY INSURANCE	793,152	1,427,891	-
WORKERS' COMPENSATION	785,600	698,685	-
TECHNOLOGY SERVICES	4,622,300	5,416,226	-
FACILITIES MAINTENANCE	4,481,586	3,993,947	-
EQUIPMENT MAINTENANCE	798,134	788,963	-
EQUIPT REPLACEMENT RESERVE	2,284,402	120,000	-
DEBT SERVICE			
2005 LEASE REV BONDS-DEBT SVC	2,647,973	2,642,900	-
OPERATING & CAPITAL DEBT SERVICE	2,866,879	2,515,900	-
Total	**$ 186,013,057**	**$ 158,728,567**	**$ -**

* Represents unrestricted fund balances available for payment of debt service, capital improvements, or other annual operating costs.

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
CITY-WIDE FUND BALANCES

Department/Fund	Transfers Out	Total Uses of Funds FY 2013/14	Projected Available Fund Balance June 30, 2014
GENERAL FUND *			
GENERAL FUND	$ 2,284,003	$ 77,773,536	$ 22,814,577
COMMUNITY SERVICES DISTRICT			
LIBRARY SERVICES	-	1,812,217	38,963
ZONE A PARKS	160,000	9,148,506	2,134,698
SPECIAL DISTRICT FUNDS	-	7,702,967	7,631,636
SUCCESSOR AGENCY			
SUCCESSOR AGENCY	2,313,752	6,017,569	12,533,890
HOUSING AUTHORITY			
HOUSING AUTHORITY	-	-	33,421,296
SPECIAL REVENUE FUNDS			
GAS TAX	-	5,332,697	1,246,983
ENDOWMENT FUNDS	-	-	192,334
COMMUNITY DEVELOPMENT BLOCK GRANTS	-	2,575,197	1,573,332
DEVELOPMENT IMPACT FEES	3,464,500	3,464,500	4,186,217
HOME(FEDERAL)	-	902,077	3,160,785
MEASURE A	-	1,361,795	24,287,033
OTHER GRANTS & SPECIAL REVENUES	-	14,531,975	(1,353,910)
CAPITAL PROJECTS			
2005 LEASE REV BONDS-CAP ADMIN	-	-	1,127,305
CAPITAL ADMIN FUNDS	-	252,300	20,727
CAPITAL PROJECT FUNDS	1,135,898	1,135,898	43,584,976
ELECTRIC UTILITY *			
ELECTRIC UTILITY	-	18,470,974	2,461,443
INTERNAL SERVICE FUNDS			
GENERAL LIABILITY INSURANCE	43,950	1,471,841	(630,639)
WORKERS' COMPENSATION	4,500	703,185	2,156,881
TECHNOLOGY SERVICES	-	5,416,226	7,396,777
FACILITIES MAINTENANCE	816,063	4,810,010	11,704,710
EQUIPMENT MAINTENANCE	-	788,963	126,950
EQUIPT REPLACEMENT RESERVE	1,378,600	1,498,600	21,092,599
DEBT SERVICE			
2005 LEASE REV BONDS-DEBT SVC	-	2,642,900	8,797,427
OPERATING & CAPITAL DEBT SERVICE	252,300	2,768,200	2,921,661
Total	**$ 11,853,566**	**$ 170,582,133**	**$ 212,628,651**

* Represents unrestricted fund balances available for payment of debt service, capital improvements, or other annual operating costs.

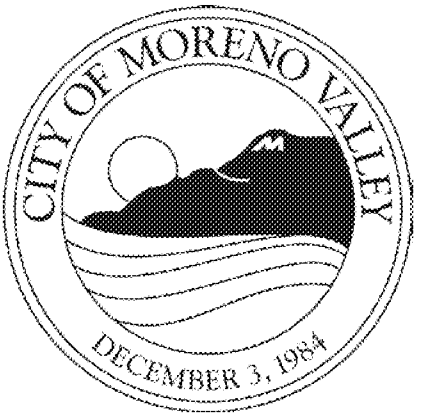
CITY OF MORENO VALLEY
DECEMBER 3, 1984

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary

	General Fund	Community Services District	Successor Agency
Revenues:			
Taxes:			
Property Tax	$ 9,647,100	$ 3,188,300	$ 9,238,000
Property Tax in-lieu	13,640,000	-	-
Utility Users Tax	16,114,000	-	-
Sales Tax	15,570,000	-	-
Other Taxes	7,965,000	1,000,000	-
State Gasoline Tax	-	-	-
Licenses & Permits	1,514,000	-	-
Intergovernmental	265,000	-	-
Charges for Services	8,869,395	11,437,031	-
Use of Money & Property	2,688,000	614,221	-
Fines & Forfeitures	601,500	50,000	-
Miscellaneous	51,400	20,100	-
Total Revenues	76,925,395	16,309,652	9,238,000
Expenditures:			
Personnel Services	13,572,861	6,677,542	203,253
Contractual Services	60,090,859	7,206,308	195,764
Material & Supplies	1,161,371	1,106,440	2,800
Debt Service	-	-	2,740,000
Fixed Charges	539,442	3,513,400	562,000
Fixed Assets	125,000	-	-
Total Expenditures	75,489,533	18,503,690	3,703,817
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,435,862	(2,194,038)	5,534,183
Transfers:			
Transfers In	914,538	1,943,244	-
Transfers Out	2,284,003	160,000	2,313,752
Net Transfers	(1,369,465)	1,783,244	(2,313,752)
Total Revenues & Transfers In	77,839,933	18,252,896	9,238,000
Total Expenditures & Transfers Out	77,773,536	18,663,690	6,017,569
Net Change or **Proposed Use of Fund Balance**	**$ 66,397**	**$ (410,794)**	**$ 3,220,431**

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary

	Housing	Special Revenue Fund	Capital Projects
Revenues:			
Taxes:			
Property Tax	$ -	$ 2,700	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	382,000	-
State Gasoline Tax	-	5,042,755	-
Licenses & Permits	-	-	-
Intergovernmental	-	22,530,453	6,195,000
Charges for Services	-	1,949,802	-
Use of Money & Property	15,000	358,074	-
Fines & Forfeitures	-	60,000	-
Miscellaneous	-	2,094,450	1,000
Total Revenues	15,000	32,420,234	6,196,000
Expenditures:			
Personnel Services	-	7,305,824	-
Contractual Services	-	13,751,751	11,000
Material & Supplies	-	1,660,735	-
Debt Service	-	331,300	-
Fixed Charges	-	1,654,131	241,300
Fixed Assets	-	-	-
Total Expenditures	-	24,703,741	252,300
Excess (Deficiency) of Revenues Over (Under) Expenditures	15,000	7,716,493	5,943,700
Transfers:			
Transfers In	-	1,987,832	1,663,600
Transfers Out	-	3,464,500	1,135,898
Net Transfers	-	(1,476,668)	527,702
Total Revenues & Transfers In	15,000	34,408,066	7,859,600
Total Expenditures & Transfers Out	-	28,168,241	1,388,198
Net Change or **Proposed Use of Fund Balance**	**$ 15,000**	**$ 6,239,825**	**$ 6,471,402**

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary

	Electric Utility	Internal Service Funds	Debt Service	Grand Total
Revenues:				
Taxes:				
Property Tax	$ -	$ -	$ -	$ 22,076,100
Property Tax in-lieu	-	-	-	13,640,000
Utility Users Tax	-	-	-	16,114,000
Sales Tax	-	-	-	15,570,000
Other Taxes	-	-	169,900	9,516,900
State Gasoline Tax	-	-	-	5,042,755
Licenses & Permits	-	-	-	1,514,000
Intergovernmental	-	-	-	28,990,453
Charges for Services	18,915,548	9,920,636	-	51,092,412
Use of Money & Property	80,500	-	600	3,756,395
Fines & Forfeitures	-	-	-	711,500
Miscellaneous	123,488	3,844,538	-	6,134,976
Total Revenues	19,119,536	13,765,174	170,500	174,159,491
Expenditures:				
Personnel Services	749,184	3,252,858	-	31,761,522
Contractual Services	381,240	3,644,806	2,100	85,283,828
Material & Supplies	171,700	2,983,793	-	7,086,839
Debt Service	2,197,927	-	5,156,700	10,425,927
Fixed Charges	1,519,494	1,768,055	-	9,797,822
Fixed Assets	13,451,429	796,200	-	14,372,629
Total Expenditures	18,470,974	12,445,712	5,158,800	158,728,567
Excess (Deficiency) of Revenues Over (Under) Expenditures	648,562	1,319,462	(4,988,300)	15,430,924
Transfers:				
Transfers In	-	-	5,344,352	11,853,566
Transfers Out	-	2,243,113	252,300	11,853,566
Net Transfers	-	(2,243,113)	5,092,052	-
Total Revenues & Transfers In	19,119,536	13,765,174	5,514,852	186,013,057
Total Expenditures & Transfers Out	18,470,974	14,688,825	5,411,100	170,582,133
Net Change or **Proposed Use of Fund Balance**	**$ 648,562**	**$ (923,651)**	**$ 103,752**	**$ 15,430,924**

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary

	General Fund	Community Services District	Successor Agency
Revenues:			
Taxes:			
Property Tax	$ 9,803,900	$ 3,233,300	$ 9,238,000
Property Tax in-lieu	13,890,000	-	-
Utility Users Tax	16,428,000	-	-
Sales Tax	16,420,000	-	-
Other Taxes	8,185,000	1,000,000	-
State Gasoline Tax	-	-	-
Licenses & Permits	1,519,200	-	-
Intergovernmental	235,000	-	-
Charges for Services	8,977,274	11,441,112	-
Use of Money & Property	2,589,600	621,351	-
Fines & Forfeitures	606,500	50,000	-
Miscellaneous	51,400	20,100	-
Total Revenues	78,705,874	16,365,863	9,238,000
Expenditures:			
Personnel Services	13,594,392	6,701,698	203,253
Contractual Services	63,442,602	7,413,379	195,764
Material & Supplies	1,050,440	916,350	2,800
Debt Service	-	-	2,755,000
Fixed Charges	(800,047)	3,513,400	562,000
Fixed Assets	125,000	-	-
Total Expenditures	77,412,387	18,544,827	3,718,817
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,293,487	(2,178,964)	5,519,183
Transfers:			
Transfers In	117,790	1,947,608	-
Transfers Out	2,402,603	160,000	2,405,000
Net Transfers	(2,284,813)	1,787,608	(2,405,000)
Total Revenues & Transfers In	78,823,664	18,313,471	9,238,000
Total Expenditures & Transfers Out	79,814,990	18,704,827	6,123,817
Net Change or **Proposed Use of Fund Balance**	**$ (991,326)**	**$ (391,356)**	**$ 3,114,183**

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary

	Housing	Special Revenue Fund	Capital Projects
Revenues:			
Taxes:			
Property Tax	$ -	$ 2,800	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	389,900	-
State Gasoline Tax	-	5,168,574	-
Licenses & Permits	-	-	-
Intergovernmental	-	13,540,779	-
Charges for Services	-	1,974,240	-
Use of Money & Property	15,000	360,581	-
Fines & Forfeitures	-	60,000	-
Miscellaneous	-	2,110,950	1,000
Total Revenues	15,000	23,607,824	1,000
Expenditures:			
Personnel Services	-	7,212,858	-
Contractual Services	-	9,293,900	11,000
Material & Supplies	-	1,062,499	-
Debt Service	-	339,300	-
Fixed Charges	-	1,654,131	245,100
Fixed Assets	-	-	-
Total Expenditures	-	19,562,688	256,100
Excess (Deficiency) of Revenues Over (Under) Expenditures	15,000	4,045,136	(255,100)
Transfers:			
Transfers In	-	1,688,797	1,667,400
Transfers Out	-	3,466,300	1,135,898
Net Transfers	-	(1,777,503)	531,502
Total Revenues & Transfers In	15,000	25,296,621	1,668,400
Total Expenditures & Transfers Out	-	23,028,988	1,391,998
Net Change or **Proposed Use of Fund Balance**	**$ 15,000**	**$ 2,267,633**	**$ 276,402**

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary

	Electric Utility	Internal Service Funds	Debt Service	Grand Total
Revenues:				
Taxes:				
Property Tax	$ -	$ -	$ -	$ 22,278,000
Property Tax in-lieu	-	-	-	13,890,000
Utility Users Tax	-	-	-	16,428,000
Sales Tax	-	-	-	16,420,000
Other Taxes	-	-	168,500	9,743,400
State Gasoline Tax	-	-	-	5,168,574
Licenses & Permits	-	-	-	1,519,200
Intergovernmental	-	-	-	13,775,779
Charges for Services	19,285,102	9,908,636	-	51,586,364
Use of Money & Property	80,500	-	600	3,667,632
Fines & Forfeitures	-	-	-	716,500
Miscellaneous	125,878	3,504,538	-	5,813,866
Total Revenues	19,491,480	13,413,174	169,100	161,007,315
Expenditures:				
Personnel Services	784,095	3,271,018	-	31,767,314
Contractual Services	384,025	3,518,717	4,200	84,263,587
Material & Supplies	151,700	2,664,793	-	5,848,582
Debt Service	2,193,278	-	5,161,800	10,449,378
Fixed Charges	1,519,494	1,768,055	-	8,462,133
Fixed Assets	13,829,635	796,200	-	14,750,835
Total Expenditures	18,862,227	12,018,783	5,166,000	155,541,829
Excess (Deficiency) of Revenues Over (Under) Expenditures	629,253	1,394,391	(4,996,900)	5,465,486
Transfers:				
Transfers In	-	-	5,435,500	10,857,095
Transfers Out	-	1,031,194	256,100	10,857,095
Net Transfers	-	(1,031,194)	5,179,400	-
Total Revenues & Transfers In	19,491,480	13,413,174	5,604,600	171,864,410
Total Expenditures & Transfers Out	18,862,227	13,049,977	5,422,100	166,398,924
Net Change or **Proposed Use of Fund Balance**	**$ 629,253**	**$ 363,197**	**$ 182,500**	**$ 5,465,486**

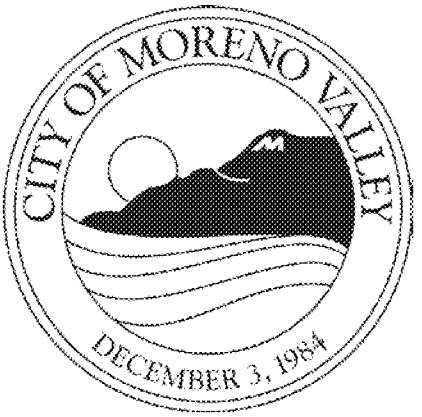
CITY OF MORENO VALLEY
DECEMBER 3, 1984

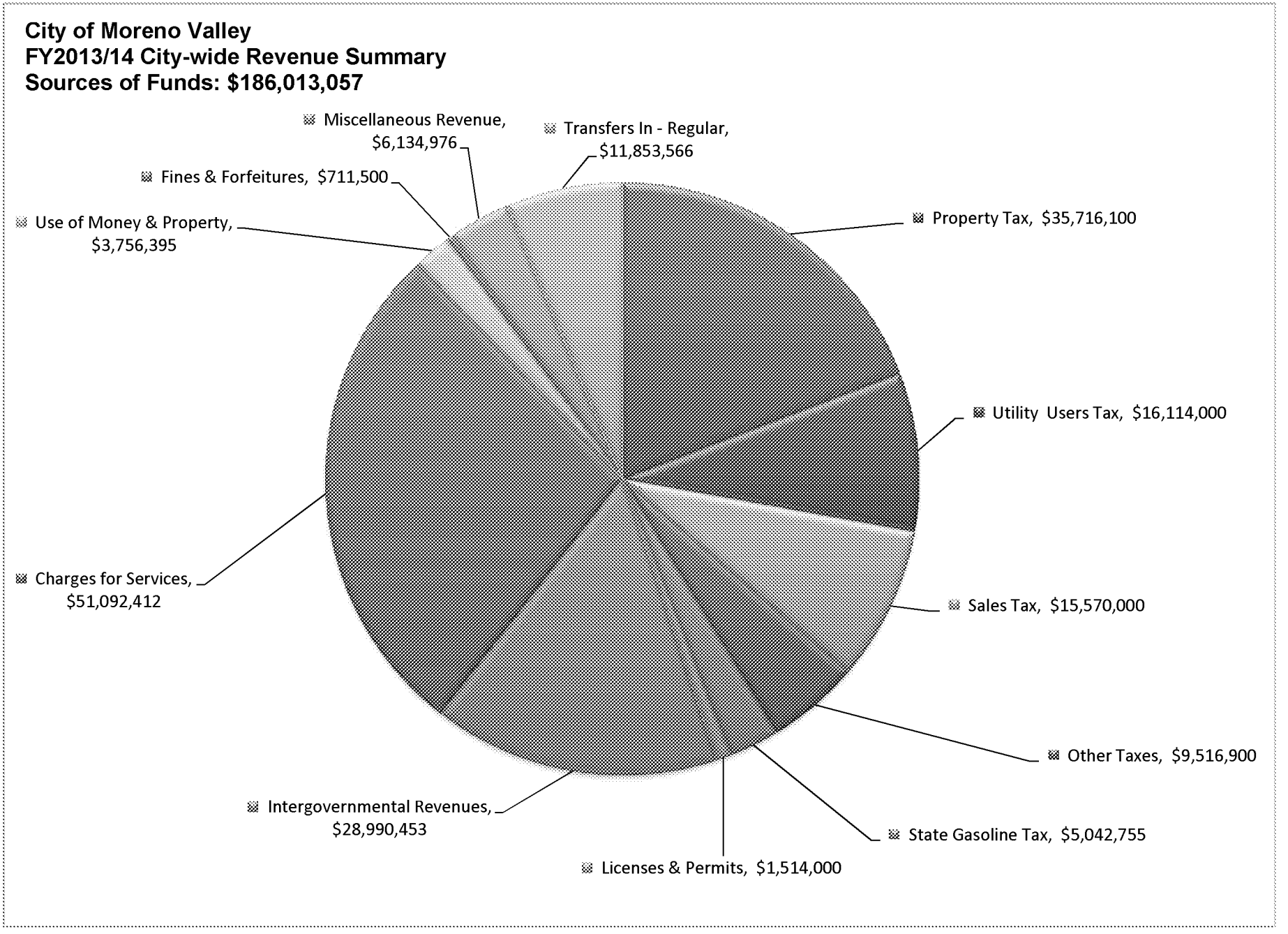
City of Moreno Valley
FY2013/14 City-wide Revenue Summary
Sources of Funds: $186,013,057
Miscellaneous Revenue, $6,134,976
Transfers In - Regular, $11,853,566
Fines & Forfeitures, $711,500
Use of Money & Property, $3,756,395
Property Tax, $35,716,100
Utility Users Tax, $16,114,000
Charges for Services, $51,092,412
Sales Tax, $15,570,000
Other Taxes, $9,516,900
Intergovernmental Revenues, $28,990,453
State Gasoline Tax, $5,042,755
Licenses & Permits, $1,514,000

City of Moreno Valley
FY2013/14 City-wide Operating Expenditure Summary
Uses of Funds: $170,582,133

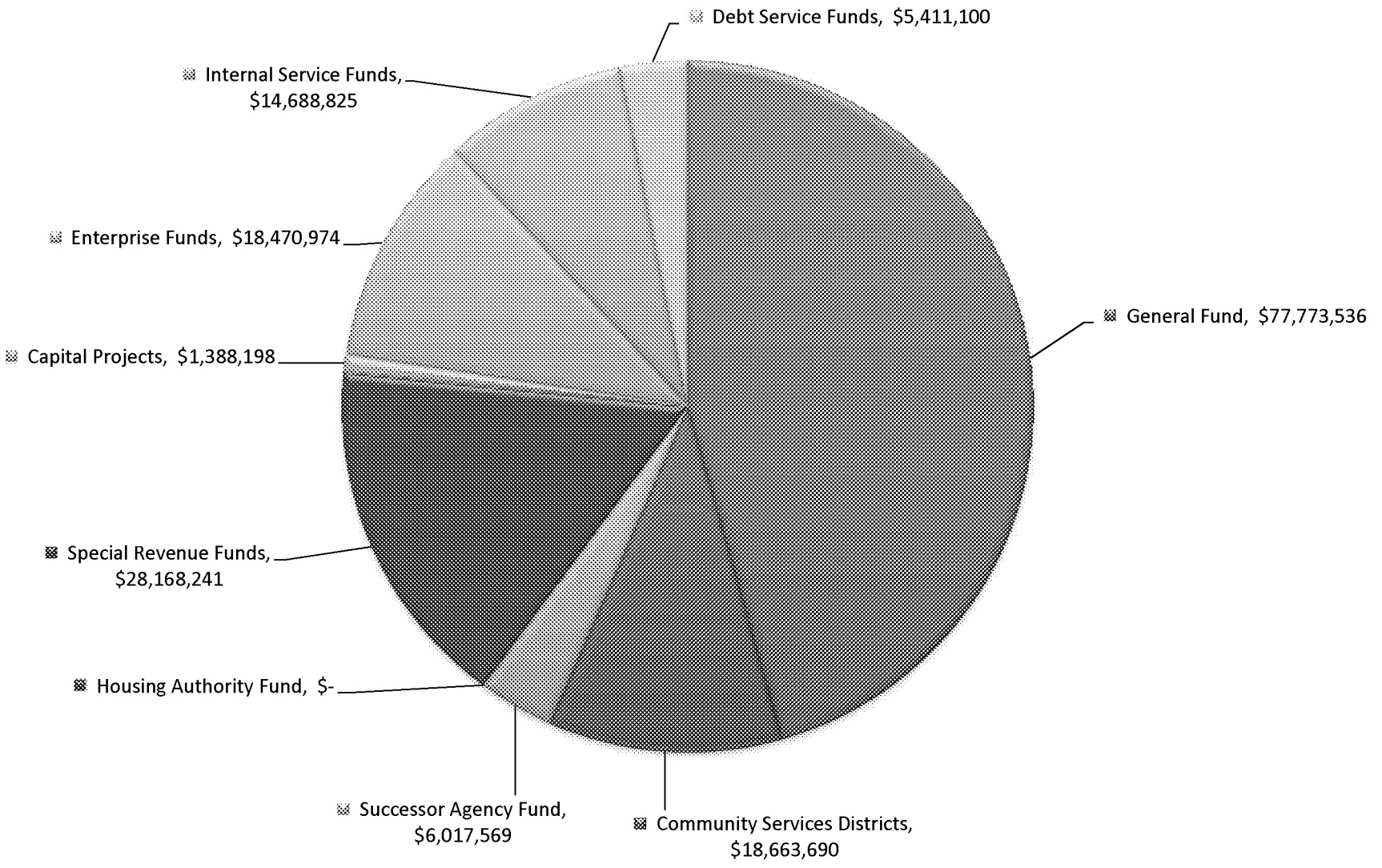

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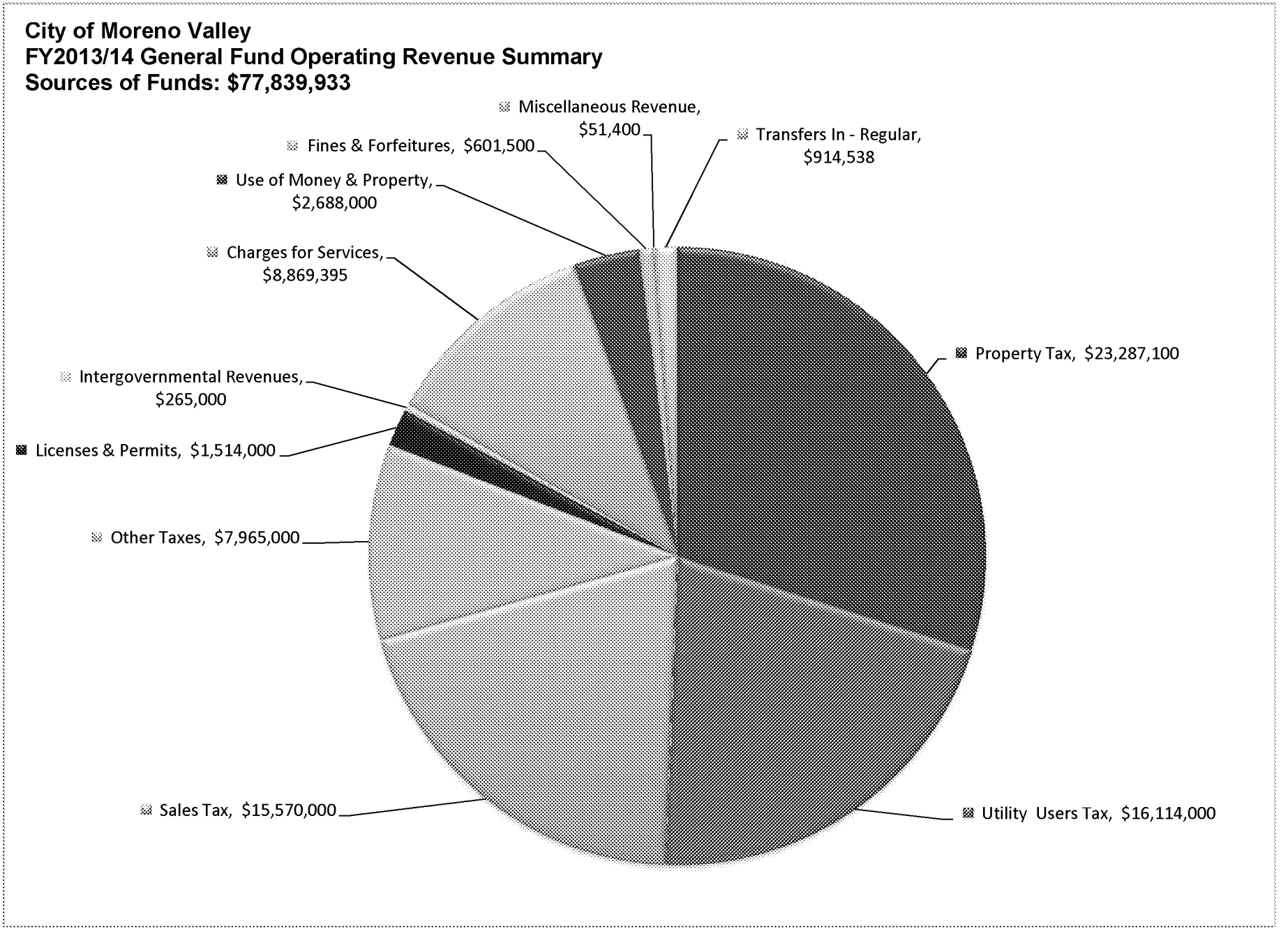
City of Moreno Valley
FY2013/14 General Fund Operating Revenue Summary
Sources of Funds: $77,839,933
Miscellaneous Revenue, $51,400
Transfers In - Regular, $914,538
Fines & Forfeitures, $601,500
Use of Money & Property, $2,688,000
Charges for Services, $8,869,395
Property Tax, $23,287,100
Intergovernmental Revenues, $265,000
Licenses & Permits, $1,514,000
Other Taxes, $7,965,000
Sales Tax, $15,570,000
Utility Users Tax, $16,114,000

MV00206777

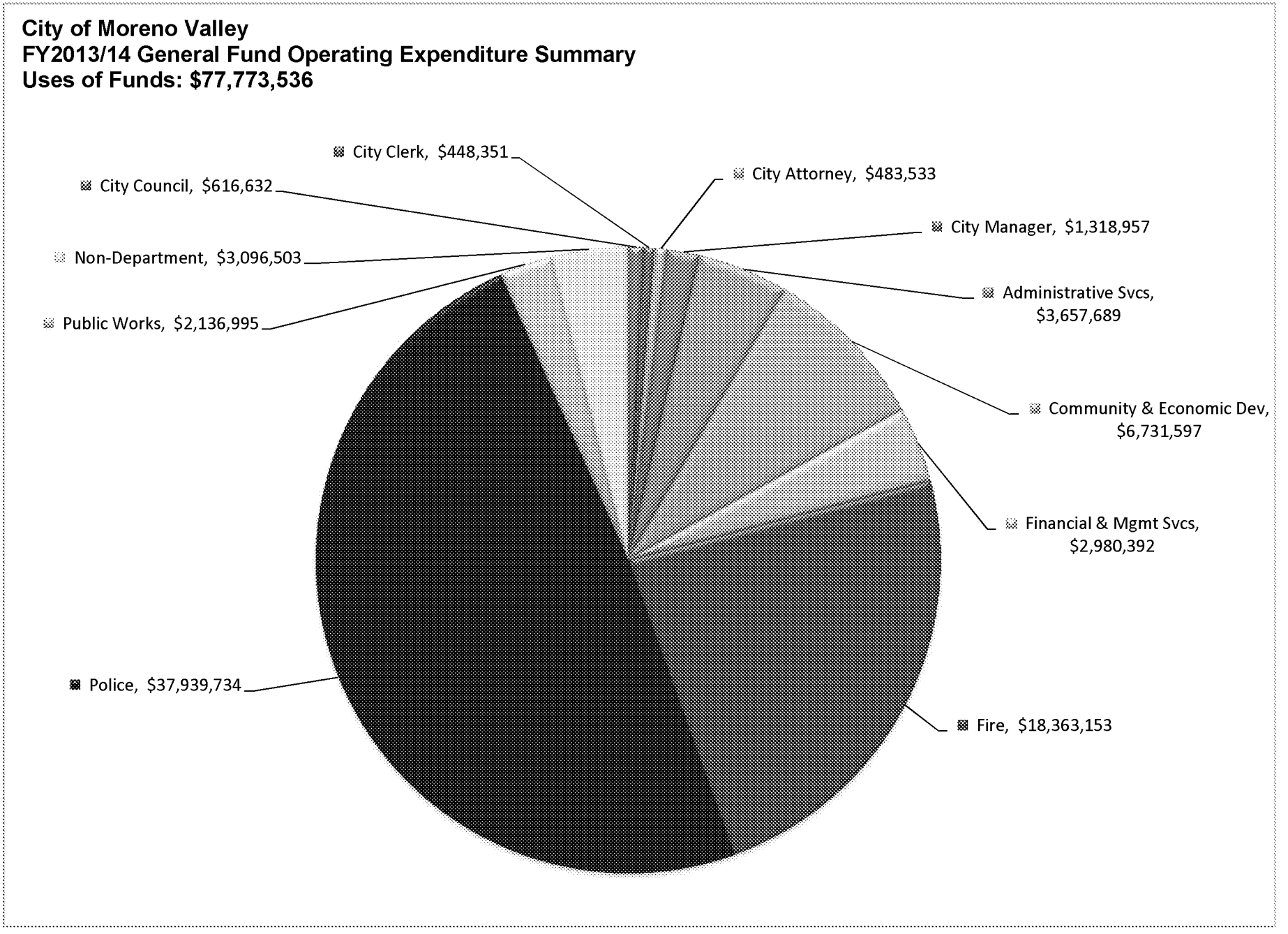
City of Moreno Valley
FY2013/14 General Fund Operating Expenditure Summary
Uses of Funds: $77,773,536
City Clerk, $448,351
City Attorney, $483,533
City Council, $616,632
City Manager, $1,318,957
Non-Department, $3,096,503
Administrative Svcs, $3,657,689
Public Works, $2,136,995
Community & Economic Dev, $6,731,597
Financial & Mgmt Svcs, $2,980,392
Police, $37,939,734
Fire, $18,363,153

MV00206779

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
REVENUE SUMMARY BY FUND

Fund / Fund Title	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease)	2014/15 Proposed Budget	Increase (Decrease)
1010 GENERAL FUND	$ 72,267,193	$ 75,478,924	$ 74,476,202	$ 77,839,933	$ 3,363,731	$ 78,823,664	$ 983,731
2000 GAS TAX	3,156,714	5,555,980	5,104,669	5,224,755	120,086	5,351,074	126,319
2001 MEASURE A	3,971,081	9,578,490	9,447,250	9,561,394	114,144	5,043,004	(4,518,390)
2002 PROP 42 REPLACEMENT FUND	1,806,198	195	-	-	-	-	-
2003 TRAFFIC CONGESTION RELIEF	31,474	(12,328)	-	-	-	-	-
2004 PROP 1B	598	381	-	-	-	-	-
2005 AIR QUALITY MANAGEMENT	214,655	251,349	207,000	207,000	-	207,000	-
2006 SPEC DIST ADMIN	878,715	777,906	883,498	852,400	(31,098)	865,300	12,900
2007 STORM WATER MAINTENANCE	390,239	260,151	421,400	414,000	(7,400)	414,000	-
2008 STORM WATER MANAGEMENT	909,142	828,508	990,874	1,003,897	13,023	1,015,035	11,138
2009 H.E.A.L	-	-	-	-	-	-	-
2010 CFD #4M	34,943	35,155	42,700	41,074	(1,626)	41,481	407
2011 PUB/EDUC/GOVT ACCESS PROG FD	813,998	528,362	730,000	550,000	(180,000)	565,000	15,000
2012 STRATEGY PLAN GRANT/SCE	8,638	212,806	-	30,000	30,000	-	(30,000)
2013 CIVIL PENALTIES	67,685	58,682	-	64,000	64,000	64,000	-
2014 EMERGENCY SERVICES	56,489	6,797	-	42,000	42,000	42,000	-
2016 DISASTER	72,255	33,366	-	-	-	-	-
2200 BEVERAGE CONTAINER RECYCLING	15,053	46,650	22,820	55,000	32,180	55,000	-
2201 CHILD CARE GRANT	628,629	555,673	812,338	606,461	(205,877)	606,461	-
2202 ASES PROGRAM GRANT	5,961,567	5,787,996	6,212,600	6,104,800	(107,800)	6,104,800	-
2206 USED OIL BLOCK GRANTS	54,191	24,353	25,148	-	(25,148)	-	-
2207 OIL PAYMENT GRANT	-	60,083	59,938	56,630	(3,308)	56,630	-
2209 TIRE RUBBERIZED GRANTS	120,000	-	56,000	-	(56,000)	-	-
2410 SLESF GRANTS	184,511	302,852	315,970	-	(315,970)	-	-
2503 EMPG-EMERGENCY MGMT GRANT	69,451	103,800	64,000	74,000	10,000	74,000	-
2504 EPA GRANT-BOX SPRINGS WATER	567	(918)	-	-	-	-	-
2505 ETA JOB TRAINING GRANT	20,180	-	-	-	-	-	-
2506 HOME(FEDERAL)	96,539	178,888	413,435	902,077	488,642	567,346	(334,731)
2507 NEIGHBORHOOD STABILIZATION PROG	3,322,567	1,781,643	2,379,600	3,500,000	1,120,400	-	(3,500,000)
2508 HOMELESSNESS PREVENTION PROG	217,810	93,633	-	-	-	-	-
2509 FHWA TRANSIMS	77,380	-	-	-	-	-	-
2510 EECBG	652,398	878,607	177,663	-	(177,663)	-	-
2511 FY10 EOC GRANT	54,401	55,584	400,000	-	(400,000)	-	-
2512 COMM DEV BLOCK GRANT (CDBG)	1,418,992	1,168,287	3,599,850	2,575,197	(1,024,653)	1,843,109	(732,088)
2513 CDBG RECOVERY ACT OF 2009	331,974	30,700	135,083	135,083	-	135,083	-
2705 OTS GRANTS PUBLIC SAFETY	320,589	234,526	342,200	81,200	(261,000)	81,200	-
2715 JAG GRANTS	225,731	294,963	645,350	21,000	(624,350)	-	(21,000)

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Fund / Fund Title	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease)	2014/15 Proposed Budget	Increase (Decrease)
2720 COPS TECH GRANTS	30,771	-	30,700	-	(30,700)	-	-
2725 ICEP TASK FORCE	2,890	-	-	-	-	-	-
2800 SCAG ARTICLE 3 FUND	-	154,615	80,000	150,000	70,000	-	(150,000)
2803 TARGET GRANT - PD	-	2,000	-	-	-	-	-
2901 DIF - ARTERIAL STREETS	332,403	331,896	832,603	832,603	-	832,603	-
2902 DIF - TRAFFIC SIGNALS	407,377	88,974	26,700	26,700	-	26,700	-
2903 DIF - FIRE	140,118	30,264	82,200	82,200	-	82,200	-
2904 DIF - POLICE	94,479	12,888	-	-	-	-	-
2905 DIF-PARKLAND FACILITIES	107,422	200,870	497,560	497,560	-	497,560	-
2906 DIF-QUIMBY IN-LIEU PARK FEES	71,026	609,869	53,735	53,735	-	53,735	-
2907 DIF-REC CENTER	5,828	82,015	51,900	51,900	-	51,900	-
2908 DIF-LIBRARY	104,278	97,245	98,700	98,700	-	98,700	-
2909 DIF-CITY HALL	162,775	79,441	54,500	54,500	-	54,500	-
2910 DIF-CORPORATE YARD	82,785	2,415,877	16,500	16,500	-	16,500	-
2911 DIF-INTERCHANGE IMPROVEMENT	25,385	6,752	41,100	41,100	-	41,100	-
2912 DIF-MAINTENANCE EQUIPMENT	9,166	2,319	4,200	4,200	-	4,200	-
2913 DIF-ANIMAL SHELTER	6,916	152	6,100	6,100	-	6,100	-
3000 FACILITY CONSTRUCTION	620	6,500,000	400,000	-	(400,000)	-	-
3002 PW GENERAL CAPITAL PROJECTS	321,205	2,959,848	4,867,396	-	(4,867,396)	-	-
3003 TUMF CAPITAL PROJECTS	2,575,339	772,336	4,000,000	5,300,000	1,300,000	-	(5,300,000)
3005 FIRE SERVICES CAPITAL	-	-	-	-	-	-	-
3006 PARKS & RECREATION CAPITAL PROJ	-	377,608	691,300	691,300	-	691,300	-
3301 DIF ARTERIAL STREETS CAPITAL PRO	295,607	4,355,613	561,000	500	(560,500)	500	-
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	22,285	1,533,537	903,000	1,615,500	712,500	720,500	(895,000)
3311 DIF INTERCHANGE IMPROV CAP PROJ	1,740,000	-	-	-	-	-	-
3401 2005 LEASE REV BONDS-CAP ADMIN	834	161,538	-	-	-	-	-
3405 TOWNGATE IMPR SPCL TAX CAP ADMIN	47,480	32,500	32,500	33,800	1,300	34,500	700
3406 2007 TWNGTE SPC TAX REF CAP ADM	142,780	148,600	148,600	154,600	6,000	157,700	3,100
3407 AUTOMALL CAP-ADMIN	137,400	63,800	63,800	63,900	100	63,900	-
3451 WARNER RANCH ASDST	8,325	-	2,100	-	(2,100)	-	-
3701 2005 LEASE REV BONDS-DEBT SVC	2,644,379	2,650,620	2,647,873	2,647,973	100	2,730,000	82,027
3705 TOWNGATE IMPR SPCL TAX REF DEBTS	388,683	420,084	393,081	392,781	(300)	395,900	3,119
3706 TOWNGATE SPCL TAX REF DEBT SERV	1,168,766	1,175,795	1,182,647	1,182,647	-	1,190,300	7,653
3707 AUTOMALL REFIN-CFD#3 DEBT SERV	174,664	103,488	191,250	164,051	(27,199)	162,900	(1,151)
3750 CH COP 97 DEBT SERVICE	5,082,025	-	-	-	-	-	-

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Fund / Fund Title	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease)	2014/15 Proposed Budget	Increase (Decrease)
3751 2011 PRIV PLACE REF 97 LRBS	3,272,000	386,032	326,000	340,400	14,400	338,000	(2,400)
3753 2011 PRIV PLMT REF 97 VAR COPS	4,343,500	787,318	711,100	787,000	75,900	787,500	500
3754 PUB SAFETY BOND DEBT SERVICE	3,582,203	-	-	-	-	-	-
3756 OPA SALES TAX #2	449,473	-	-	-	-	-	-
3910 CELEBRATION PARK ENDOWMENT	990	1,520	1,000	1,000	-	1,000	-
3911 EQUESTRIAN TRAIL ENDOWMENT	174	371	-	200	200	200	-
3912 ROCKRIDGE PARK ENDOWMENT	-	1,775	-	1,800	1,800	1,800	-
3913 NPDES ENDOWMENT FUND	-	14,506	-	-	-	-	-
4011 ASSMT DIST 98-1 DEBT SERVICE	5,204	-	2,800	2,700	(100)	2,800	100
4015 CTRPT 87-4	(2,643)	-	-	-	-	-	-
4016 MV FOUNDATION - DONATIONS	-	-	-	-	-	-	-
4017 ARTS COMMISSION	504	-	1,300	2,500	1,200	3,500	1,000
4019 CFD#5 STONERIDGE	376,063	384,309	392,900	382,100	(10,800)	390,000	7,900
4020 CFD#4I INFRASTRUCTURE	-	-	604,600	-	(604,600)	-	-
4800 SUCCESSOR AGENCY ADMIN FUND	-	2,445,988	8,950,000	9,238,000	288,000	9,238,000	-
4820 SUCCESSOR AGENCY CAP PROJ	-	2	-	-	-	-	-
4821 SUCCESSOR AGNCY 2007 TABS A CAP	-	241,910	-	-	-	-	-
4850 SUCCESSOR AGNCY TAX REVENUE	-	3,831,138	-	-	-	-	-
4851 SUCSR AGNCY 2007 TABS A DEBT SRV	-	4	-	-	-	-	-
5010 LIBRARY SERVICES	1,971,052	1,806,776	1,894,200	1,873,708	(20,492)	1,894,708	21,000
5011 ZONE A PARKS	8,528,391	8,927,636	8,305,000	8,702,258	397,258	8,620,407	(81,851)
5012 ZONE B STREET LIGHTS	1,741,978	1,700,935	1,702,552	1,677,300	(25,252)	1,735,700	58,400
5013 ZONE E EXTENDED LANDSCAPE	2,478,586	2,527,363	2,518,238	2,471,255	(46,983)	2,493,176	21,921
5110 ZONE C ARTERIAL ST LIGHTS	571,589	676,955	953,486	928,500	(24,986)	957,700	29,200
5111 ZONE D STANDARD LANDSCAPE	1,133,506	1,146,564	1,138,900	1,189,115	50,215	1,198,512	9,397
5112 ZONE M MEDIANS	261,984	312,568	285,431	304,509	19,078	306,527	2,018
5113 CFD#1	1,063,854	1,025,615	1,041,400	1,050,400	9,000	1,050,400	-
5114 ZONE S	53,579	58,856	53,895	55,851	1,956	56,341	490
6010 ELECTRIC	15,627,325	17,031,750	17,817,100	19,119,536	1,302,436	19,491,480	371,944
6020 2007 TAXABLE LEASE REVENUE BONDS	728	438	-	-	-	-	-
6030 2005 LEASE REVENUE BONDS	-	-	-	-	-	-	-
7010 GENERAL LIABILITY INSURANCE	948,080	798,398	808,100	793,152	(14,948)	793,152	-
7110 WORKERS' COMPENSATION	-	778,688	781,600	785,600	4,000	785,600	-
7210 TECHNOLOGY SERVICES	4,281,193	5,714,660	4,491,900	4,622,300	130,400	4,282,300	(340,000)
7310 FACILITIES MAINTENANCE	4,012,254	4,189,590	4,081,200	4,481,586	400,386	4,481,586	-

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7410 EQUIPMENT MAINTENANCE	607,264	739,470	740,831	798,134	57,303	786,134	(12,000)
7510 EQUIPT REPLACEMENT RESERVE	2,304,660	2,585,546	2,284,402	2,284,402	-	2,284,402	-
8010 RDA ADMINISTRATION	-	445,011	-	-	-	-	-
8110 RDA CAPITAL PROJECTS	162,146	-	-	-	-	-	-
8111 RDA 2007 TABS, SERIES A CAP PROJ	640,167	523,810	-	-	-	-	-
8210 RDA HOUSING FUND	3,929,715	1,802,545	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	7,245,311	6,030,525	-	-	-	-	-
8312 RDA 2007 TABS, SERIES A DEBT SV	2	-	-	-	-	-	-
8313 RDA 2007 TABS, SERIES B DEBT SV	-	-	-	-	-	-	-
8884 HOUSING AUTHORITY	-	421,693	2,900,000	15,000	(2,885,000)	15,000	-
Total Revenues	**$ 184,377,391**	**$ 197,902,848**	**$ 188,714,568**	**$ 186,013,057**	**$ (2,701,511)**	**$ 171,864,410**	**$ (14,148,647)**

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EXPENDITURE SUMMARY BY FUND

Fund / Fund Title	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
1010 GENERAL FUND	$ 77,191,210	$ 80,377,208	$ 81,542,832	$ 77,773,536	$ (3,769,296)	$ 79,814,990	$ 2,041,454
2000 GAS TAX	2,635,408	4,812,029	5,045,815	5,332,697	286,882	5,412,949	80,252
2001 MEASURE A	1,254,740	341,363	448,794	1,361,795	913,001	853,510	(508,285)
2005 AIR QUALITY MANAGEMENT	203,475	206,759	219,310	221,448	2,138	222,740	1,292
2006 SPEC DIST ADMIN	1,129,136	865,476	877,137	814,116	(63,021)	813,391	(725)
2007 STORM WATER MAINTENANCE	302,605	427,739	448,085	450,748	2,663	452,270	1,522
2008 STORM WATER MANAGEMENT	915,995	960,325	1,119,441	1,074,370	(45,071)	1,117,397	43,027
2009 H.E.A.L	3,000	-	-	-	-	-	-
2010 CFD #4M	27,886	19,930	48,200	35,300	(12,900)	33,300	(2,000)
2011 PUB/EDUC/GOVT ACCESS PROG FD	433,343	566,141	1,164,224	845,570	(318,654)	790,996	(54,574)
2012 STRATEGY PLAN GRANT/SCE	7,260	92,089	-	29,415	29,415	-	(29,415)
2013 CIVIL PENALTIES	19,905	118,729	81,401	39,415	(41,986)	39,811	396
2014 EMERGENCY SERVICES	-	27,349	80,000	110,000	30,000	80,000	(30,000)
2016 DISASTER	55,796	-	390,300	-	(390,300)	-	-
2200 BEVERAGE CONTAINER RECYCLING	15,053	46,650	24,821	55,300	30,479	55,300	-
2201 CHILD CARE GRANT	632,815	555,419	871,865	612,761	(259,104)	616,361	3,600
2202 ASES PROGRAM GRANT	6,072,946	6,189,351	6,175,017	6,080,840	(94,177)	6,081,434	594
2206 USED OIL BLOCK GRANTS	28,516	24,353	29,621	-	(29,621)	-	-
2207 OIL PAYMENT GRANT	-	60,083	60,309	56,630	(3,679)	56,630	-
2209 TIRE RUBBERIZED GRANTS	-	93,526	-	-	-	-	-
2410 SLESF GRANTS	188,741	301,305	315,970	-	(315,970)	-	-
2503 EMPG-EMERGENCY MGMT GRANT	69,451	103,800	75,259	74,506	(753)	74,932	426
2504 EPA GRANT-BOX SPRINGS WATER	-	-	-	-	-	-	-
2505 ETA JOB TRAINING GRANT	13,553	-	-	-	-	-	-
2506 HOME(FEDERAL)	115,696	133,567	1,649,073	902,077	(746,996)	564,780	(337,297)
2507 NEIGHBORHOOD STABILIZATION PROG	2,991,605	1,232,116	7,870,741	3,466,451	(4,404,290)	-	(3,466,451)
2508 HOMELESSNESS PREVENTION PROG	229,466	81,926	-	-	-	-	-
2509 FHWA TRANSIMS	53,048	-	-	-	-	-	-
2510 EECBG	652,398	878,607	445,393	-	(445,393)	-	-
2511 FY10 EOC GRANT	21,401	88,584	400,000	-	(400,000)	-	-
2512 COMM DEV BLOCK GRANT (CDBG)	1,275,318	1,096,635	2,387,033	2,575,197	188,164	1,808,387	(766,810)
2513 CDBG RECOVERY ACT OF 2009	331,974	30,700	-	-	-	-	-
2705 OTS GRANTS PUBLIC SAFETY	319,251	234,526	436,700	81,200	(355,500)	81,200	-
2715 JAG GRANTS	225,228	296,368	650,193	84,605	(565,588)	-	(84,605)
2720 COPS TECH GRANTS	30,771	-	-	-	-	-	-

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2725 ICEP TASK FORCE	2,176	-	-	-	-	-	-
2800 SCAG ARTICLE 3 FUND	-	-	-	-	-	-	-
2803 TARGET GRANT - PD	-	-	-	-	-	-	-
2901 DIF - ARTERIAL STREETS	1,413,675	5,474,700	1,679,700	1,118,200	(561,500)	1,120,200	2,000
2902 DIF - TRAFFIC SIGNALS	-	1,530,000	780,000	720,000	(60,000)	720,000	-
2903 DIF - FIRE	254,008	254,000	254,000	256,400	2,400	257,200	800
2904 DIF - POLICE	676,810	676,800	676,800	678,600	1,800	677,600	(1,000)
2905 DIF-PARKLAND FACILITIES	-	325,833	70,000	70,000	-	70,000	-
2906 DIF-QUIMBY IN-LIEU PARK FEES	-	51,775	621,300	621,300	-	621,300	-
2907 DIF-REC CENTER	-	-	-	-	-	-	-
2908 DIF-LIBRARY	-	4,000,000	-	-	-	-	-
2909 DIF-CITY HALL	-	-	400,000	-	(400,000)	-	-
2910 DIF-CORPORATE YARD	-	2,500,000	-	-	-	-	-
2911 DIF-INTERCHANGE IMPROVEMENT	1,740,000	-	-	-	-	-	-
2912 DIF-MAINTENANCE EQUIPMENT	-	-	-	-	-	-	-
2913 DIF-ANIMAL SHELTER	-	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION	-	2,400,000	-	-	-	-	-
3003 TUMF CAPITAL PROJECTS	-	-	-	-	-	-	-
3005 FIRE SERVICES CAPITAL	-	15	-	-	-	-	-
3006 PARKS & RECREATION CAPITAL PROJ	-	34,000	407,995	407,995	-	407,995	-
3007 PARK ACQUISITION & DEVELOPMENT	230	-	-	-	-	-	-
3301 DIF ARTERIAL STREETS CAPITAL PRO	-	60,659	727,903	727,903	-	727,903	-
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	-	-	-	-	-	-	-
3401 2005 LEASE REV BONDS-CAP ADMIN	771	164	-	-	-	-	-
3405 TOWNGATE IMPR SPCL TAX CAP ADMIN	47,603	32,602	32,600	33,800	1,200	34,500	700
3406 2007 TWNGTE SPC TAX REF CAP ADM	140,905	147,314	148,600	154,600	6,000	157,700	3,100
3407 AUTOMALL CAP-ADMIN	138,508	63,867	63,800	63,900	100	63,900	-
3451 WARNER RANCH ASDST	7,269	-	800	-	(800)	-	-
3701 2005 LEASE REV BONDS-DEBT SVC	2,641,743	2,646,120	2,650,800	2,642,900	(7,900)	2,650,400	7,500
3705 TOWNGATE IMPR SPCL TAX REF DEBTS	402,855	389,673	389,700	388,900	(800)	390,200	1,300
3706 TOWNGATE SPCL TAX REF DEBT SERV	1,155,349	1,162,894	1,162,900	1,165,600	2,700	1,170,900	5,300
3707 AUTOMALL REFIN-CFD#3 DEBT SERV	1,424,150	1,062,588	393,500	86,300	(307,200)	85,100	(1,200)
3750 CH COP 97 DEBT SERVICE	6,021,090	-	-	-	-	-	-
3751 2011 PRIV PLACE REF 97 LRBS	3,272,000	386,032	403,750	340,400	(63,350)	338,000	(2,400)
3753 2011 PRIV PLMT REF 97 VAR COPS	4,343,500	787,318	792,320	787,000	(5,320)	787,500	500

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3754 PUB SAFETY BOND DEBT SERVICE	4,345,967	-	-	-	-	-	-
3756 OPA SALES TAX #2	449,473	1	-	-	-	-	-
3910 CELEBRATION PARK ENDOWMENT	-	-	-	-	-	-	-
3911 EQUESTRIAN TRAIL ENDOWMENT	289	-	-	-	-	-	-
3912 ROCKRIDGE PARK ENDOWMENT	-	-	-	-	-	-	-
3913 NPDES ENDOWMENT FUND	-	-	-	-	-	-	-
4011 ASSMT DIST 98-1 DEBT SERVICE	3,508	0	2,750	2,700	(50)	2,800	100
4015 CTRPT 87-4	-	-	-	-	-	-	-
4016 MV FOUNDATION - DONATIONS	-	-	-	-	-	-	-
4017 ARTS COMMISSION	504	-	1,000	14,600	13,600	14,600	-
4019 CFD#5 STONERIDGE	388,480	369,738	382,000	382,000	-	389,900	7,900
4020 CFD#4I INFRASTRUCTURE	-	-	-	-	-	-	-
4800 SUCCESSOR AGENCY ADMIN FUND	-	1,459,010	6,938,421	3,757,569	(3,180,852)	3,848,817	91,248
4820 SUCCESSOR AGENCY CAP PROJ	-	(991,224)	-	-	-	-	-
4850 SUCCESSOR AGNCY TAX REVENUE	-	331,769	-	-	-	-	-
4851 SUCSR AGNCY 2007 TABS A DEBT SRV	-	656,450	-	2,260,000	2,260,000	2,275,000	15,000
5010 LIBRARY SERVICES	1,852,640	1,950,887	2,045,041	1,812,217	(232,824)	1,828,882	16,665
5011 ZONE A PARKS	7,625,140	7,811,701	8,851,802	9,148,506	296,704	8,941,044	(207,462)
5012 ZONE B STREET LIGHTS	1,605,917	1,502,323	1,761,277	1,677,100	(84,177)	1,735,500	58,400
5013 ZONE E EXTENDED LANDSCAPE	2,332,843	2,021,675	2,429,700	2,481,783	52,083	2,535,783	54,000
5110 ZONE C ARTERIAL ST LIGHTS	751,807	788,405	953,013	927,800	(25,213)	957,400	29,600
5111 ZONE D STANDARD LANDSCAPE	1,018,023	982,097	1,096,515	1,086,200	(10,315)	1,120,300	34,100
5112 ZONE M MEDIANS	220,321	211,567	306,709	281,844	(24,865)	292,144	10,300
5113 CFD#1	843,796	921,541	1,065,988	1,182,223	116,235	1,225,757	43,534
5114 ZONE S	61,107	66,323	66,274	66,017	(257)	68,017	2,000
6010 ELECTRIC	12,826,512	15,135,875	15,958,462	16,313,067	354,605	16,708,969	395,902
6020 2007 TAXABLE LEASE REVENUE BONDS	1,433,876	1,410,668	1,834,883	1,835,144	261	1,830,995	(4,149)
6030 2005 LEASE REVENUE BONDS	217,740	212,658	318,338	322,763	4,425	322,263	(500)
7010 GENERAL LIABILITY INSURANCE	897,043	900,910	1,454,302	1,471,841	17,539	1,472,527	686
7110 WORKERS' COMPENSATION	636,328	218,766	702,435	703,185	750	703,614	429
7210 TECHNOLOGY SERVICES	3,545,154	3,666,605	7,335,681	5,416,226	(1,919,455)	5,357,209	(59,017)
7310 FACILITIES MAINTENANCE	3,906,193	4,154,776	4,416,725	4,810,010	393,285	4,451,921	(358,089)
7410 EQUIPMENT MAINTENANCE	652,610	829,267	774,229	788,963	14,734	778,525	(10,438)
7510 EQUIPT REPLACEMENT RESERVE	352,255	296,905	623,579	1,498,600	875,021	286,181	(1,212,419)
8010 RDA ADMINISTRATION	595,863	376,051	-	-	-	-	-

MV00206787

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
EXPENDITURE SUMMARY BY FUND

Fund / Fund Title	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
8110 RDA CAPITAL PROJECTS	-	-	-	-	-	-	-
8111 RDA 2007 TABS, SERIES A CAP PROJ	518	-	-	-	-	-	-
8210 RDA HOUSING FUND	865,344	373,503	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	4,884,664	3,551,330	-	-	-	-	-
8312 RDA 2007 TABS, SERIES A DEBT SV	2,185,032	1,235,842	-	-	-	-	-
8313 RDA 2007 TABS, SERIES B DEBT SV	22,848,672	-	-	-	-	-	-
8884 HOUSING AUTHORITY	-	750,014	25,561	-	(25,561)	-	-
Total Expenditures	**$ 198,477,245**	**$ 175,444,434**	**$ 183,858,687**	**$ 170,582,133**	**$ (13,276,554)**	**$ 166,398,924**	**$ (4,183,209)**

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
General Fund Reserve Summary

	2011/12	2012/13		2013/14		2014/15	
	Audited	Projected Use for Operating Expenditures	Projected Balance	Projected Use for Operating Expenditures	Projected Balance	Projected Use for Operating Expenditures	Projected Balance
Nonspendable:							
Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Invested in Capital Assets	-	-	-	-	-	-	-
Capital Contribution	-	-	-	-	-	-	-
Prepaid & Other	56,017	-	56,017	-	56,017	-	56,017
Advances	51,700	-	51,700	-	51,700	-	51,700
Long Term Receivables	-	-	-	-	-	-	-
Land Held for Redevelopment	-	-	-	-	-	-	-
Perm Fund Principal	-	-	-	-	-	-	-
Notes and Loans	5,330,589	-	5,330,589	-	5,330,589	-	5,330,589
Restricted For:	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
Public Purpose Funds	-	-	-	-	-	-	-
Debt Service	1,000,000	-	1,000,000	-	1,000,000	-	1,000,000
General Fund	-	-	-	-	-	-	-
Non-General Fund	-	-	-	-	-	-	-
Committed To:	-	-	-	-	-	-	-
Other	2,600,000	-	2,600,000	-	2,600,000	-	2,600,000
Outside Legal Services	-	-	-	-	-	-	-
Assigned To:	-	-	-	-	-	-	-
Other	2,613,937	-	2,613,937	-	2,613,937	-	2,613,937
Capital Projects	-	-	-	-	-	-	-
Unassigned:	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
General Fund	29,814,810	(7,066,630)	22,748,180	66,397	22,814,577	(991,326)	21,823,251
Total Fund Balance	**$ 41,467,054**	**$ (7,066,630)**	**$ 34,400,424**	**$ 66,397**	**$ 34,466,821**	**$ (991,326)**	**$ 33,475,495**

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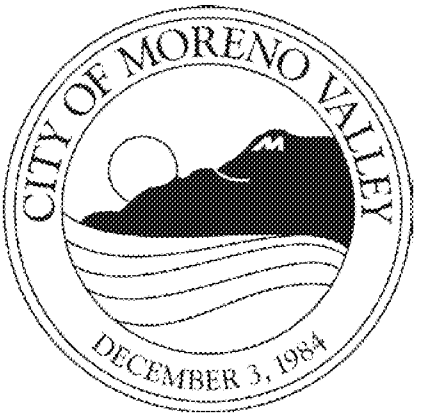
CITY OF MORENO VALLEY
DECEMBER 3, 1984

CITY COUNCIL

Department Description

The City Council is comprised of five members elected by the district to serve staggered four-year terms. It is the policy-making body of the community, serving 196,495 residents. Council appoints the City Manager, City Attorney, City Clerk and City Treasurer, as well as various members of the City's advisory boards and commissions. Resources have been allocated to provide City membership in such intergovernmental associations as the League of California Cities, Western Riverside Council of Governments (WRCOG), and Southern California Association of Governments (SCAG) in order to develop networking relationships with policy makers and administrators whose actions affect the City of Moreno Valley.

City Council Goals

❒ Diversity and Preserve the City's Revenue Base

Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

❒ Improve Governmental Relationships

Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives and goals to appropriate external governments, agencies and corporations.

❒ Enhance Community Safety

Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

❒ Improve the Community's Image

Promote a sense of community pride and foster an excellent image about our City by developing and executing programs, which will result in quality development and enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

❒ Improve Public Infrastructure

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

❒ Create a Positive Environment

Create a positive environment for the development of Moreno Valley's future.

City of Moreno Valley
FY 2013/14 - 2014/15 Position Summary Report by Department

Department / Position Title		FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
City Council									
Administrative Asst	FT	-	1	-	1	-	1	-	1
Exec Asst to Mayor / City Council	FT	-	1	-	1	-	1	-	1
TOTAL - City Council		**-**	**2**	**-**	**2**	**-**	**2**	**-**	**2**

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
10 City Council								
1010 GENERAL FUND	10010 Council - Admin	$ 513,870	$ 553,223	$ 605,770	$ 616,632	$ 10,862	$ 618,382	$ 1,750
10 City Council Total		**$ 513,870**	**$ 553,223**	**$ 605,770**	**$ 616,632**	**$ 10,862**	**$ 618,382**	**$ 1,750**

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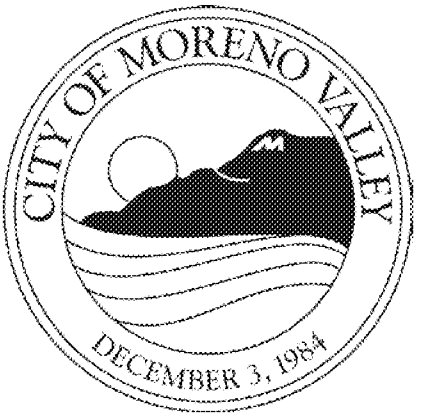
CITY OF MORENO VALLEY
DECEMBER 3, 1984

CITY CLERK

Department Description

The City Clerk serves as the Secretary to the City Council, is responsible for the preparation of agendas, the recording and maintenance of all Council actions, filing of public notices, coordination and administration of all City records, documents and public files. The City Clerk advertises and receives bids, conducts all bid openings, maintains the City's municipal code, receives all claims filed against the City, serves as the official custodian of the City seal, conducts all elections, receives nomination papers and is the filing officer for all requirements of the California Fair Political Practices Commission.

Department Mission Statement

The mission of the City Clerk's Department is to provide courteous and expeditious dissemination of material and information to City departments, the general public, media and other agencies; produce and maintain agendas, minutes, recordings, and indexing of all City Council actions, filing of public notices, coordination and administration of City records; conduct elections of the highest quality by ensuring all legal requirements, local and state, are met by all candidates and committees, and assuring the registered voters in the City the opportunity to express their freedom of choice by voting.

Department Goals

Increase efficiencies by automating management of records to maximize the usage of the current Sire software potential and streamline processes.

- Implement Sire's Records Retention Module.
- Update the Records Retention Schedule.
- Automate contract management through Sire.
- Reduce off-site storage inventory with Cornerstone.
- Provide Sire's automated agenda customization training to city-wide staff members.
- Continue assisting Technology Services with refinement of the Public Records Request template.
- Provide training on Public Records Requests automation to city-wide staff members.

City Clerk

Proposed Additions:
FY 2013/14
FY 2014/15

Previously Defunded
Proposed Reductions

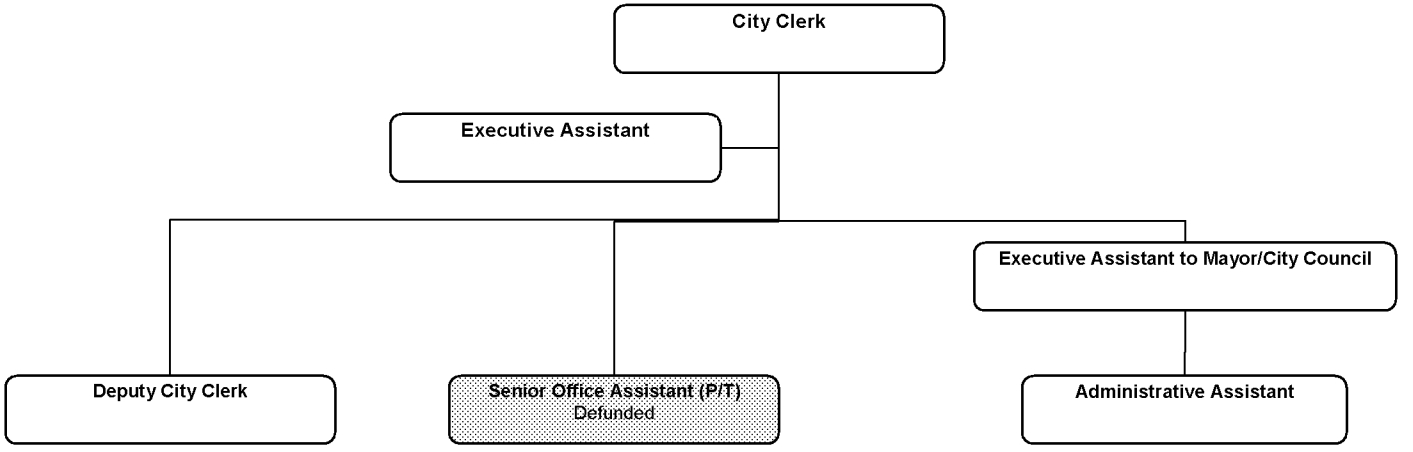

Note: The Organization Chart has been updated and will not identify any staffing reductions which occurred prior to FY 2011/12.

MV00206796

City of Moreno Valley
FY 2013/14 - 2014/15 Position Summary Report by Department

Department / Position Title		FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
City Clerk									
Assistant City Clerk	FT	-	-	-	-	-	-	-	-
City Clerk	FT	-	1	-	1	-	1	-	1
Deputy City Clerk	FT	-	1	-	1	-	1	-	1
Executive Asst I	FT	1	1	-	1	-	1	-	1
Executive Asst I	P/T	-	-	-	-	-	-	-	-
Sr Deputy Clerk	FT	-	-	-	-	-	-	-	-
Sr Office Asst	P/T	(1)	-	-	-	-	-	-	-
TOTAL - City Clerk		**-**	**3**	**-**	**3**	**-**	**3**	**-**	**3**

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
12 City Clerk								
1010 GENERAL FUND	12010 City Clerk - Admin	$ 507,399	$ 513,258	$ 541,564	$ 448,351	$ (93,213)	$ 572,181	$ 123,830
	12011 Records Management System	-	-	-	-	-	-	-
12 City Clerk Total		**$ 507,399**	**$ 513,258**	**$ 541,564**	**$ 448,351**	**$ (93,213)**	**$ 572,181**	**$ 123,830**

CITY MANAGER'S OFFICE

Department Description

❒ Administration

The City Manager serves as the chief administrative officer of the City. Under City Council direction, the City Manager is responsible for the efficient management of all City business. Professional leadership is provided from this Office to the Executive Management Team to enable them to serve the community in a responsive and resourceful manner. Functions of the City Manager's Office include coordination of the implementation of City Council policies and programs; providing overall direction to the departments that administer City programs and services; coordinating intergovernmental relations and legislative advocacy; and administration of the City's communications, media relations, and public information programs.

❒ Media and Communications

The Media and Communications Division serves as the City's media relations/public information office; provides graphic design and special events coordination services to City departments; manages the operations and video productions of the City's government access cable TV channel MVTV-3; monitors state-issued cable television/video service franchise agreements and manages content on the City's public Web site and employee Intranet.

Department Mission Statement

The City Manager's Office is committed to providing and coordinating excellent staff support and sound policy recommendations to the City Council, leading the organization in an effective, efficient, and principled manner, and providing organizational support and direction to the departments.

Department Goals

- Adopt a 2-Year Operating Budget.
- Adopt a 3-Year Economic Development Action Plan.
- Evaluate the feasibility of addressing the Edgemont Area water company issues.
- Provide data to the Council regarding a possible revenue measure to allow the City to achieve a balanced budget while continuing to provide quality services to our residents.
- Secure federal funding for City projects and advocate City positions on various issues by working with the City's lobbyists, the congressional offices, and appropriate federal agencies.
- Implement the Ad Hoc Committee on Increasing Graduation Rates.

City Manager

Proposed Additions:
FY 2013/14
FY 2014/15

Previously Defunded
Proposed Reductions

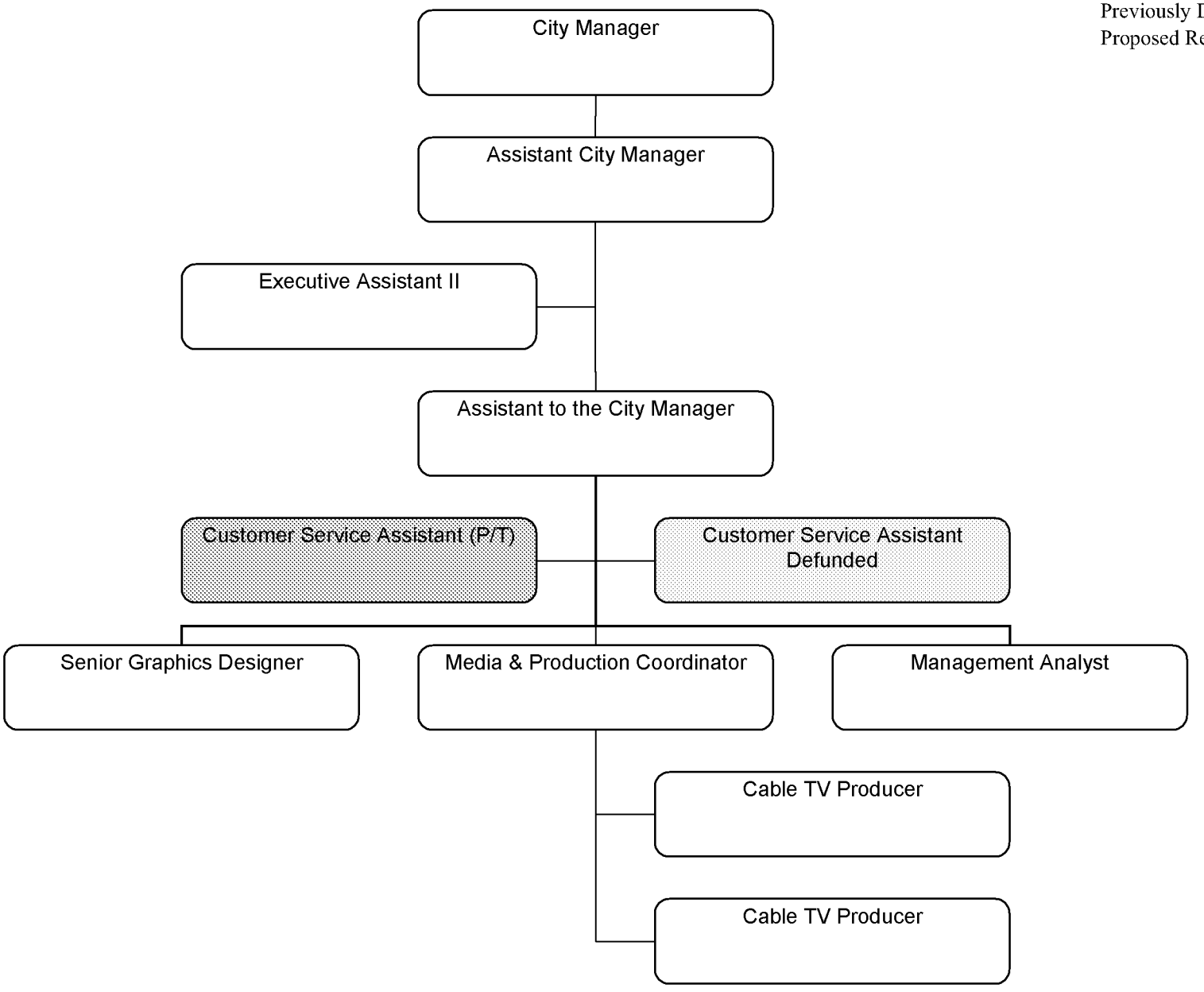

Note: The Organization Chart has been updated and will not identify any staffing reductions which occurred prior to FY 2011/12.

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City of Moreno Valley
FY 2013/14 - 2014/15 Position Summary Report by Department

Department / Position Title		FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
City Manager									
Asst City Manager	FT	-	1	-	1	-	1	-	1
Asst to the City Manager	FT	-	1	-	1	-	1	-	1
Cable TV Producer	FT	-	2	-	2	-	2	-	2
City Manager	FT	-	1	-	1	-	1	-	1
Customer Service Asst	FT	(1)	-	-	-	-	-	-	-
Customer Service Asst	P/T	1	1	-	1	(1)	-	-	-
Deputy City Manager	FT	-	-	-	-	-	-	-	-
Exec. Assistant to the City Manager	FT	-	-	-	-	-	-	-	-
Executive Asst I I	FT	-	1	-	1	-	1	-	1
Management Analyst	FT	-	-	1	1	-	1	-	1
Media & Production Coordinator	FT	-	1	-	1	-	1	-	1
Web Master	P/T	-	-	-	-	-	-	-	-
Sr Graphics Designer	FT	-	1	-	1	-	1	-	1
TOTAL - City Manager		**-**	**9**	**1**	**10**	**(1)**	**9**	**-**	**9**

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
16 City Manager								
1010 GENERAL FUND	16010 City Manager - Admin	$ 726,440	$ 898,364	$ 1,023,404	$ 991,328	$ (32,076)	$ 995,627	$ 4,299
	16011 CM - Dev Svcs Support	144,756	215,589	190,944	129,081	(61,863)	130,300	1,219
	16110 Communications	175,516	64,762	71,531	63,638	(7,893)	63,700	62
	16210 Graphics Support	181,717	166,397	198,029	134,910	(63,119)	135,589	679
2009 H.E.A.L	16310 H.E.A.L. FUND	3,000	-	-	-	-	-	-
2011 PUB/EDUC/GOVT ACCESS PROG FD	16150 Pub Ed/Govt Access	433,343	566,141	1,164,224	845,570	(318,654)	790,996	(54,574)
4016 MV FOUNDATION - DONATIONS	16311 MV Foundation	-	-	-	-	-	-	-
7911 GRAPHICS SUPPORT	16250 Graphics Support ISF	-	-	-	-	-	-	-
16 City Manager Total		**$ 1,664,773**	**$ 1,911,253**	**$ 2,648,132**	**$ 2,164,527**	**$ (483,605)**	**$ 2,116,212**	**$ (48,315)**

CITY ATTORNEY

Department Description

The Office of the City Attorney at present consists of one full-time attorney, an Executive Assistant I, and a Legal Secretary. This office provides a wide range of legal services to the City organization. It provides legal advice to the City Council, City Manager, City staff and City Boards, Committees and Commissions. It conducts or oversees all litigation involving the City. The office prepares or reviews ordinances, resolutions, contracts, and other legal documents relating to the City's business.

The City Attorney's Office represents the City government rather than individuals and has an attorney-client relationship with the City Council (as an entity) as its primary client, and secondarily with other city boards, commissions, officers and employees within the scope of their duties for the City. The role of the City Attorney is sometimes confused by the public with either the District Attorney, who prosecutes criminal actions under State law, or Legal Aid Services, which provides low or no-cost legal services to the general public who cannot afford private legal representation. Consequently, the office receives frequent requests from members of the public for legal advice or information. These requests are handled as courteously as possible providing information without giving legal advice, which could create an attorney-client relationship in conflict with the City Attorney's official duties.

Department Mission Statement

The mission of the City Attorney's Office is to provide professional, cost effective, ethical, and high quality legal advice and services to the City Council and City staff in all matters of law; to effectively represent the City in legal proceedings; and to prepare or review all ordinances, resolutions, contracts, and other legal documents necessary or desirable to conduct the business of the City.

Department Goals

- Create and implement a request for legal services submittal and tracking system
- Continue municipal code review recommending revisions and updates as appropriate

City Attorney

Proposed Additions:
FY 2013/14
FY 2014/15

Previously Defunded
Proposed Reductions

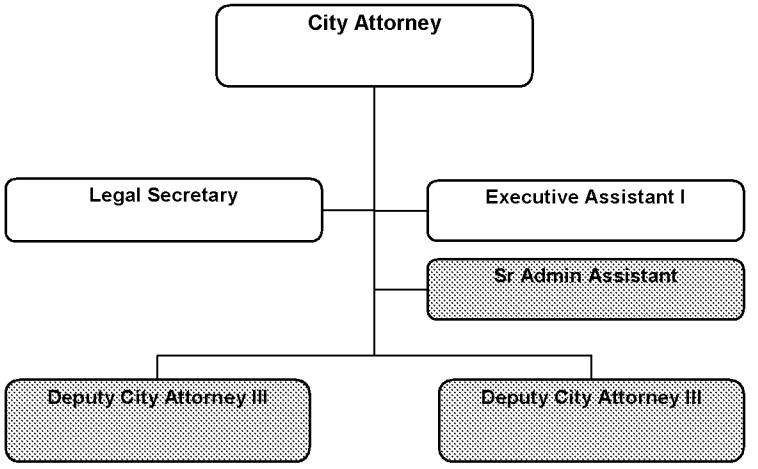

Note: The Organization Chart has been updated and will not identify any staffing reductions which occurred prior to FY 2011/12.

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City of Moreno Valley
FY 2013/14 - 2014/15 Position Summary Report by Department

Department / Position Title		FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
City Attorney									
Assistant City Attorney	FT	-	-	-	-	-	-	-	-
City Attorney	FT	-	1	-	1	-	1	-	1
Deputy City Attorney I I I	FT	-	2	-	2	(2)	-	-	-
Executive Asst I	FT	-	1	-	1	-	1	-	1
Legal Secretary	FT	-	1	-	1	-	1	-	1
Sr Administrative Asst	FT	-	-	1	1	(1)	-	-	-
TOTAL - City Attorney		**-**	**5**	**1**	**6**	**(3)**	**3**	**-**	**3**

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
14 City Attorney								
1010 GENERAL FUND	14010 City Attorney - Admin	$ 1,034,442	$ 819,386	$ 961,369	$ 483,533	$ (477,836)	$ 489,195	$ 5,662
2013 CIVIL PENALTIES	14011 Civil Penalties SB1137	19,905	118,729	81,401	39,415	(41,986)	39,811	396
7010 GENERAL LIABILITY INSURANCE	14020 General Liability	897,043	856,960	1,410,352	1,427,891	17,539	1,428,577	686
14 City Attorney Total		**$ 1,951,390**	**$ 1,795,075**	**$ 2,453,122**	**$ 1,950,839**	**$ (502,283)**	**$ 1,957,583**	**$ 6,744**

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Department Description

The Community & Economic Development Department provides a variety of development and business services related to enhancing the quality of life in the community.

The Community Development function provides planning, building and code compliance services through four divisions:

❒ Building & Safety Division

The Building & Safety Division provides building plans examination services and conducts field inspections of buildings under construction to ensure that City's building environment adheres to established construction codes.

❒ Code & Neighborhood Services Division

The Code & Neighborhood Services Division is responsible for the enforcement of codes relating to neighborhood nuisances, health & safety, substandard housing, vehicle abatement, illegal dumping, improper signage, parking control, and weed abatement. Code staff also manages the City's Rotational Tow Service, Graffiti Restitution and Shopping Cart Retrieval programs.

❒ Land Development Division

The Land Development Division is responsible for the review, approval and inspection of private development projects related to tentative and final parcel maps, lot line adjustments, monument inspection and soil & hydrology reports, along with plans for grading, street improvements and storm water management.

❒ Planning Division

The Planning Division processes land use applications in accordance with the provisions of the City's Development Code, General Plan, Landscape Guidelines, applicable Specific plan requirements, CEQA, and other State and Federal requirements.

The Economic Development function facilitates new investment and development in the community through two divisions:

❒ Administration

Economic Development Administration promotes the City as a quality place to do business. ED Administration seeks to attract new development and encourages expansion of existing businesses through an array of strategies including marketing, site selection assistance, ombudsman service and much more.

❒ Neighborhood Preservation Division

The Neighborhood Preservation Division works on a variety of programs including acting as the Successor Agency for the former Redevelopment Agency, affordable housing, Community

Development Block Grant (CDBG), HOME Improvement Partnership, Neighborhood Stabilization Program (NSP) and several other grant programs.

Department Mission Statement

The mission of the Community & Economic Development Department is to facilitate new investment and development opportunities in the community through a variety of services including planning, building & safety, land development, economic development, redevelopment, affordable housing and code compliance.

Department Goals

Administration

- Facilitate new development and business opportunities in major shopping areas including TownGate, Stoneridge Towne Centre, Moreno Beach Plaza, and Moreno Valley Plaza.
- Partner with CW Capital, the owner of the Moreno Valley Mall in enhancing the shopping experience and overall effectiveness of the 1.25 million sq. ft. regional mall.
- Work on the upgrade and further expansion of the Moreno Valley Auto Mall, including the $8 million renovation of existing dealerships and attraction of new lines of vehicles.
- Facilitate new industrial development projects aimed at producing new business development and the creation of new employment opportunities in the community.
- Conduct quarterly workshops with Developers (residential, commercial-retail, and industrial) to continue to explore ways to enhance the development services process in Moreno Valley.
- Implement the approved Actions Steps to make Moreno Valley a 'Best Place to do Business'.
- Expand the Shop MoVal marketing program by implementing a five component program including 1) MoVal Deals, 2) MoVal Rewards, 3) Chomp MoVal, 4) MoVal Games, 5) MoVal Friends.

Building & Safety Division

- Support Public Works-Capital Projects Division and Parks & Community Services Department by providing the Inspector of Record for the construction of the Lasselle Sports Park facilities and the Morrison Fire Station.
- Update all Division policies and procedures to comply with the updated 2010 California Building Codes.
- Investigate new permitting software to pursue superior customer service and greater efficiency.
- Coordinate with and support the Code and Neighborhood Services Division to implement two "Commercial Clean Sweeps".
- Implement the Time and Materials fee methodology for large scale projects incorporating the new finance software and accounting procedures.

Code & Neighborhood Services Division

- Expand code compliance volunteer program to augment current staffing and maintain existing service levels.
- Pursue additional grant opportunities to continue funding the City's foreclosure inspection and weekend code enforcement activities.
- Review and update the code compliance policy and procedures manual.
- Conduct a RFP process for the City's contract parking citation collection program.

- Develop and Implement a third party collection program to improve citation collection and further protect City revenue collection.

Land Development Division

- Update the Development Impact Fee Program with a current DIF Nexus Study and competitive DIF rate structure.
- Work with Verizon to fully implement the FIOS system in the City of Moreno Valley.
- Complete City-wide Storm Water Local Implementation Plan.
- Complete Water Quality Management Plan Template to assist Developers and Builders.
- Staff participation in workshop at Western Municipal Water District to learn the latest in school presentation techniques, appealing content and to network with educators to introduce our new storm water pollution prevention school program.
- Update City's Storm Water Pollution Prevention Materials.
- Add to the LDD's website, flow charts that will help developers and the general public understand the necessary steps to process plans.
- Update the City's plan check manual for engineers and developers to better understand what is required on the plans they submit to the City.
- Create and publish a flowchart for the WQMP review and construction process.
- Create and publish a flowchart for the Final Map review and approval process.
- Creation of policies on 1) Revision to FIRM Maps, 2) Reimbursements for the DIF "grandfathered" projects, 3) DIF Credit/Reimbursement process, 4) Public Improvement Agreement and checklist.
- Update to the Master Area Drainage Plan and Area Drainage Plan to address any potential flooding issues.

Neighborhood Preservation Division

- Finalize the completion of the $41.6 million in RDA Tax Allocation Bond-funded capital projects including 1) Auto Mall Upgrades, 2) Day Street Improvements, 3) Indian Storm Water Basin Improvements, 4) Ironwood Improvements, 5) Morrison Fire Station #99 and 6) Nason St./SR 60 Bridge.
- Work on a variety of affordable housing programs and projects including:
    - Construction of the 79-unit Rancho Dorado South Housing Project.
    - Completion of the 78-unit Hemlock Family Apartments.
    - Process at least six Home Improvement Loans or Mobile Home Grants.
- Manage activities under the $11.4 million NSP1 including 1) Acquisition, Rehabilitation, and Resale of single family homes and 2) Acquisition, Rehabilitation and Rental of multi-family units.
- Implement the City's new NSP efforts to include a new allocation of funding in the amount of $3.7 million in NSP3 grant funding, including implementation of a new land bank program.

Planning Division

- Process at least one Municipal Code amendment aimed at the continued update and clarity of development regulations.
- Investigate new permitting software to provide superior customer service.
- Complete the Energy Efficiency & Climate Action Strategy, including presenting to policy makers for review/adoption, along with processing required Municipal Code amendments.
- Implement the Southern California Edison grant related to energy efficiency and climate action programs and policies.

- Complete implementation of Federal Stimulus grant related to energy efficiency and climate action policy development.
- Coordinate with SCAG consultant and Transportation Engineering to complete Compass grant for Alessandro Boulevard Corridor implementation study, including new street cross sections, mixed use overlay, and R30 zone change.
- Process Municipal Code amendments necessary to implement a certified Housing Element update.
- Implement Time & Materials fee methodology for major planning projects.
- Facilitate adoption of March Air Reserve Base Joint Land Use Study.
- Commence next Housing Element update and prepare draft document for policy maker review.
- Facilitate timely review of the World Logistics Center Specific Plan and processing of the EIR document.

Community & Economic Development Department

Proposed Additions:
FY 2013/14
FY 2014/15

Previously Defunded
Proposed Reductions

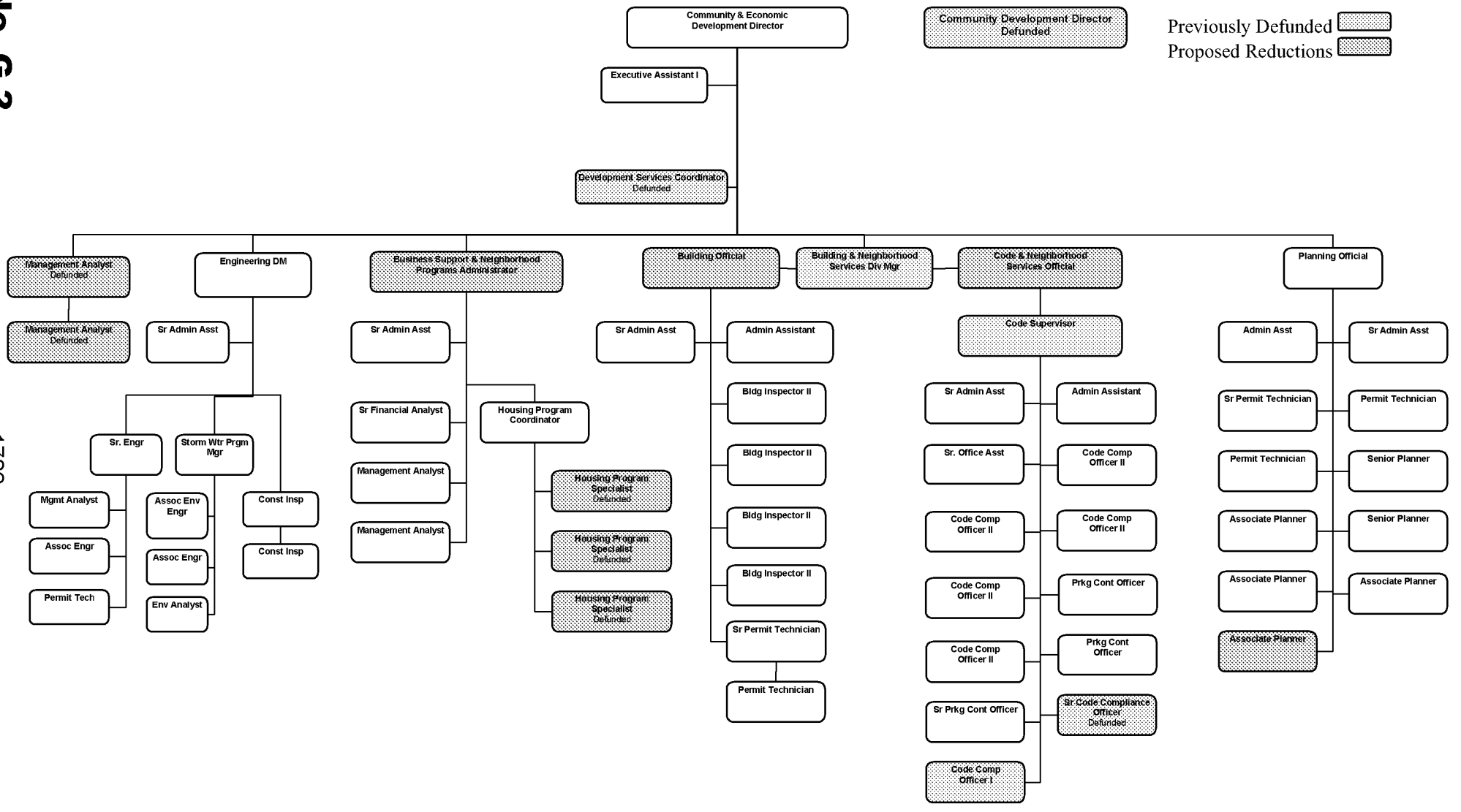

Note: The Organization Chart has been updated and will not identify any staffing reductions which occurred prior to FY 2011/12.

MV00206811

City of Moreno Valley
FY 2013/14 - 2014/15 Position Summary Report by Department

Department / Position Title		FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
Community & Economic Development									
Administrative Asst	FT	-	4	(1)	3	-	3	-	3
Assoc Environmental Engineer	FT	1	1	-	1	-	1	-	1
Associate Engineer	FT	2	2	-	2	-	2	-	2
Associate Planner	FT	-	4	-	4	(1)	3	-	3
Building Div Mgr / Official	FT	-	1	-	1	(1)	-	-	-
Building Inspector I I	FT	-	4	-	4	-	4	-	4
Building & Neighborhood Services Div Mgr	FT	-	-	-	-	1	1	-	1
Bus. Support & Neigh Prog Admin	FT	-	1	-	1	(1)	-	-	-
Code & Neigh Svcs Official	FT	-	1	-	1	(1)	-	-	-
Code Compliance Field Sup.	FT	-	-	-	-	-	-	-	-
Code Compliance Officer I	FT	-	-	-	-	1	1	-	1
Code Compliance Officer I I	FT	-	5	-	5	-	5	-	5
Code Supervisor	FT	-	-	-	-	1	1	-	1
Comm & Economic Dev Director	FT	-	1	-	1	-	1	-	1
Community Dev Director	FT	(1)	-	-	-	-	-	-	-
Construction Inspector	FT	2	2	-	2	-	2	-	2
Development Svcs Coordinator	FT	-	1	(1)	-	-	-	-	-
Engineering Division Manager	FT	1	1	-	1	-	1	-	1
Environmental Analyst	FT	1	1	-	1	-	1	-	1
Executive Asst I	FT	-	1	-	1	-	1	-	1
Housing Program Coordinator	FT	-	1	-	1	-	1	-	1
Housing Program Specialist	FT	-	3	-	3	(3)	-	-	-
Management Analyst	FT	1	5	-	5	(2)	3	-	3
Parking Control Officer	FT	-	2	-	2	-	2	-	2
Permit Technician	FT	1	4	-	4	-	4	-	4
Planning Commissioner	FT	-	7	-	7	-	7	-	7
Planning Div Mgr / Official	FT	-	1	-	1	-	1	-	1
Sr Administrative Asst	FT	1	5	-	5	-	5	-	5
Sr Code Compliance Officer	FT	(1)	-	-	-	-	-	-	-
Sr Engineer, P.E.	FT	1	1	-	1	-	1	-	1
Sr Financial Analyst	FT	-	1	-	1	-	1	-	1
Sr Office Asst	FT	-	1	-	1	-	1	-	1
Sr Parking Control Officer	FT	-	1	-	1	-	1	-	1
Sr Permit Technician	FT	-	2	-	2	-	2	-	2
Sr Planner	FT	-	2	-	2	-	2	-	2
Storm Water Prog Mgr	FT	1	1	-	1	-	1	-	1
TOTAL - Community & Economic Dev.		**10**	**67**	**(2)**	**65**	**(6)**	**59**	**-**	**59**

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
20 Community & Economic Dev								
1010 GENERAL FUND	20010 CEDD - Admin	$ 391,450	$ 400,916	$ 348,270	$ 323,154	$ (25,116)	$ 323,154	$ -
	20011 CEDD - Dev Svcs Support	270,240	227,713	223,314	204,198	(19,116)	204,198	-
	20050 Successor Agy - General Fund	-	45,111	270,514	-	(270,514)	-	-
	20110 Code Compliance	1,483,073	1,471,201	1,415,133	1,569,658	154,525	1,569,658	-
	20111 Code - CDBG	-	-	-	-	-	-	-
	20112 Code - JAG	18,400	-	-	-	-	-	-
	20113 Graffiti Restitution	24,574	-	25,919	-	(25,919)	-	-
	20114 Rental Housing Inspection Prgm	-	-	-	-	-	-	-
	20115 Rancho Belago Sign Prgm	56,764	-	-	-	-	-	-
	20210 Planning Commission	64,587	68,192	75,971	75,521	(450)	75,800	279
	20211 Planning - Dev Svcs Support	735,176	878,134	737,714	926,274	188,560	926,274	-
	20212 Advanced Planning	388,185	393,203	416,321	485,638	69,317	489,697	4,059
	20310 Building	1,106,302	1,370,809	1,528,820	1,519,678	(9,142)	1,526,552	6,874
	20311 Document Imaging	3,313	-	-	-	-	-	-
	20410 Land Development	1,090,980	1,122,590	1,158,872	1,123,772	(35,100)	1,123,772	-
	20411 Inpection Services	470,575	496,504	505,165	503,704	(1,461)	506,656	2,952
	20412 HLFV Project	-	-	-	-	-	-	-
	20413 Verizon FTTP	3,231	7,954	40,455	-	(40,455)	-	-
	20414 Sunesys, LLC	234	-	2,436	-	(2,436)	-	-
	20415 HLFV Interchanges	2,033	326	25,897	-	(25,897)	-	-
	20416 EMWD Sunnymead Pipe	-	-	-	-	-	-	-
2008 STORM WATER MANAGEMENT	20450 Stormwater - NPDES	495,333	527,295	642,609	576,389	(66,220)	585,849	9,460
	20451 Stormwater Inspections	135,766	149,645	136,829	137,579	750	138,273	694
	20452 Stormwater Plan Checks	122,892	120,800	136,903	110,227	(26,676)	111,100	873

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
	20453 Stormwater Regulatory Permit	162,005	162,585	203,100	250,175	47,075	282,175	32,000
2012 STRATEGY PLAN GRANT/SCE	72201 Strategy Plan Grant - SCE	7,260	92,089	-	29,415	29,415	-	(29,415)
2204 WORKFORCE HOUSING PROGRAM GRANT	72505 Workforce Housing Program	-	-	-	-	-	-	-
2504 EPA GRANT-BOX SPRINGS WATER	72503 EPA Grant - Box Springs Water	-	-	-	-	-	-	-
2505 ETA JOB TRAINING GRANT	72506 ETA Job Training Grant Program	13,553	-	-	-	-	-	-
2506 HOME(FEDERAL)	72651 Community Housing Dev Org	-	-	-	-	-	-	-
	72652 Multi-Family Projects	-	-	-	-	-	-	-
	72653 Multi-Family Perris Isle Senior	-	-	-	-	-	-	-
	72654 Multi-Family Housing Development	-	-	-	-	-	-	-
	72655 Habitat for Humanity - Graham	65,956	-	-	-	-	-	-
	72656 Hemlock Family Apartments	-	304	1,200,000	-	(1,200,000)	-	-
	72657 Home Administration	49,740	133,263	449,073	902,077	453,004	564,780	(337,297)
2507 NEIGHBORHOOD STABILIZATION PROG	72701 NSP 1	2,991,605	1,212,990	4,194,892	1,694,016	(2,500,876)	-	(1,694,016)
	72703 NSP 3	-	19,126	3,675,849	1,772,435	(1,903,414)	-	(1,772,435)
2508 HOMELESSNESS PREVENTION PROG	72704 Multi-Family Housing Development	229,466	81,926	-	-	-	-	-
2512 COMM DEV BLOCK GRANT (CDBG)	72602 CDBG 2001-02	30,000	30,000	30,000	-	(30,000)	-	-
	72611 CDBG 2010-11	1,245,318	1,066,635	2,357,033	2,575,197	218,164	1,808,387	(766,810)
2513 CDBG RECOVERY ACT OF 2009	72501 CDBG Recovery Act of 2009	224,133	30,700	-	-	-	-	-
2715 JAG GRANTS	72109 Code JAG 2009 DJ-BX-1178	40,274	39,502	1,731	-	(1,731)	-	-

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
	72110 Code JAG 2010 DJ-BX-1238	42,699	68,961	2,032	-	(2,032)	-	-
	72111 Code JAG 2011 Grant	-	11,154	82,530	21,378	(61,152)	-	(21,378)
	72112 Code JAG 2012 DJ-BX-0695	-	-	-	63,227	63,227	-	(63,227)
	72703 NSP 3	-	-	-	-	-	-	-
4800 SUCCESSOR AGENCY ADMIN FUND	20801 Successor Agency Admin	-	120,450	267,250	250,000	(17,250)	250,000	-
	20802 Successor Agency Operating Fund	-	438,436	974,820	1,193,817	218,997	1,193,817	-
4810 HOUSING ASSET FUND	20802 Successor Agency Operating Fund	-	-	-	-	-	-	-
4850 SUCCESSOR AGNCY TAX REVENUE	20820 Successor Agency Tax Revenue	-	331,769	-	-	-	-	-
4851 SUCSR AGNCY 2007 TABS A DEBT SRV	20830 Successor Agy 2007 TABS A Debt S	-	656,450	-	2,260,000	2,260,000	2,275,000	15,000
8010 RDA ADMINISTRATION	20701 RDA Administration	595,863	376,051	-	-	-	-	-
8111 RDA 2007 TABS, SERIES A CAP PROJ	20740 RDA 2007TABS, Series A Cap Prj	518	-	-	-	-	-	-
8210 RDA HOUSING FUND	20550 RDA Housing Fund	865,344	373,503	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	20720 RDA Tax Increment	2,599,308	2,222,562	-	-	-	-	-
8312 RDA 2007 TABS, SERIES A DEBT SV	20730 RDA 2007TABS, SERIES A DEBT SV	2,185,032	1,235,842	-	-	-	-	-
8313 RDA 2007 TABS, SERIES B DEBT SV	20750 RDA 2007TABS, SERIES B DEBT SV	22,848,672	-	-	-	-	-	-
8884 HOUSING AUTHORITY	20601 Housing Authority	-	14	25,561	-	(25,561)	-	-
	20603 Oakwood Apartments	-	(1,027,000)	-	-	-	-	-
	20612 Rancho Dorado Proj. South	-	1,777,000	-	-	-	-	-
	20613 Hemlock Family Apartments	-	-	-	-	-	-	-
20 Community & Economic Dev Total		**$ 41,059,852**	**$ 16,734,705**	**$ 21,155,013**	**$ 18,567,529**	**$ (2,587,484)**	**$ 13,955,142**	**$ (4,612,387)**

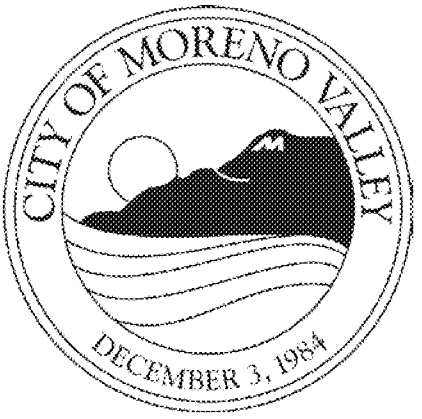
CITY OF MORENO VALLEY
DECEMBER 3, 1984

FINANCIAL & MANAGEMENT SERVICES DEPARTMENT

Department Description

The Financial & Management Services (FMS) Department provides a wide range of support services to other City departments. These services include budget coordination; financial reporting; payroll; billing and accounts receivable; accounts payable; cash management and investing; business licensing and cashiering; special landscape and lighting districts; and technology services including network administration and security, enterprise systems and database administration, geographic information systems, backbone infrastructure and telecommunications. Following is a description of the major functions that comprise the department.

❒ Financial Operations Division

This division coordinates preparation of the City-wide budget; produces internal monthly financial reports; and prepares First Quarter and Mid-Year Budget Reviews to keep the City Council apprised regarding the status of the current fiscal year's budget and provides full accounting services including internal and external reporting for the City and Community Services District; payroll; accounts payable; and debt administration. This division also administers the annual audit process and is responsible for determining the propriety and legality of all financial transactions in accordance with laws, regulations, accounting standards, and Council and administrative policy.

❒ Special Districts Division

Special Districts evaluates, establishes and administers special financing districts for construction and acquisition of public infrastructure, as well as manages special benefit programs for street lighting, parkway landscape and improved median landscape maintenance services to residential neighborhoods and commercial/industrial areas. To pay for each financed district or program service, Special Districts annually submits for collection on the Riverside County property tax bill a levy of Community Services District charges, special taxes and/or assessments, nuisance abatement fees, National Pollutant Discharge Elimination System rates, and solid waste delinquencies.

❒ Technology Services Division

This division is responsible for the centralized design, maintenance, security and support of the City's technology, applications, communication infrastructure, computer network, and telephone/radio systems. Four sections in this division provide city-wide support for the computer network and security, including desktop support and Internet access; support for databases and various enterprise software applications including an Enterprise Resource Planning (ERP) system, Permitting system, Document Imaging system, Citizen Relationship Management (CRM) system, Work Order system, and Geographic Information System (GIS); and the communications backbone, telephone system, audio/video, video surveillance and two-way radio communications.

❒ Treasury Operations Division

This division's primary responsibilities include accounts receivable, business licensing and cashiering, daily cash management, oversight of the investment portfolio, oversight and management of the citywide debt program and implementation of controls to safeguard cash. This division is also responsible for developing revenue projection models and conducting revenue audits to ensure compliance with City ordinances and other laws and regulations that govern City revenues.

Department Mission Statement

The mission of the Financial & Management Services Department is to effectively manage the City's finances and safeguard its assets through adherence to the highest ethical standards, sound internal controls, and meaningful financial reporting; existing and future special districts are administered efficiently and effectively while maintaining a high standard of quality; and provide a high level of staff support and automation through the internal service function of Technology Services.

Department Goals

Administration

- Complete the Total Road Improvement Program financing to fund the Nason Street improvements from Fir to Cactus. Resolve the appeal of the default validation judgment and complete the sale of Certificates of Participation by June 2013.
- Update the Long Range Business Plan (LRBP) to keep the model current during FY 2012-13. Create an internet-based version of the model to allow use of the model by Moreno Valley citizens.
- Initiate the Long Range Business Plan models for the Community Services Districts and the Moreno Valley Utility to be completed in FY 2013-14.
- Lead the feasibility review for a potential revenue ballot measure for the City resulting in the presentation of data to City Council by February 2013.
- Develop and implement an action plan to resolve the limitations presented by the substandard condition of Box Springs Mutual Water Company water system.
- Lead the development and approval of a Three-Year Citywide Budget for FY 2013-14 through FY 2015-16.
- Participate in the development of Quality of Life Programs for the citizens of the City to be implemented as revenues become available.

Financial Operations

- Complete the City's budget process, which will include a two-year adopted budget, which will balance the City's budget with ongoing resources. Continue to receive the CSMFO Meritorious budget award, recognizing the quality and content of the City's budget document.
- Complete the City's annual CAFR timely (by December 2013) and achieve no negative comments in the City's Management Letter, while achieving the GFOA's Certificate of Achievement of Excellence in Financial Reporting Award.
- Achieve a clean audit for the FY 2012/13 Simple Audit Report as of June 30, 2013.

- Successfully implement additional modules of City's new ERP system for Finance, Accounting and Accounts Payable during FY 2013/14.

Special Districts

- Continue to modify the CSD's Annual Report by enhancing it with specific information relative to and consistent with current legislation and recent case law. (multi-year)
- Implement certain modifications to the existing CSD landscape zones to ensure compliance with legislation and recent case law which may include creation of Landscape Lighting and Maintenance Districts and/or Community Facilities Districts and begin process of converting landscaping zones into the most effective financial structure. (multi-year)
- Initiate processes to transition the residential street lighting program from a CSD zone structure format to a financing structure that is commonly used today which may include creation of a Landscape, Lighting and Maintenance District for existing development and a Community Facilities District for new development. (multi-year)
- Commence further analysis on Zones A & C to ensure continued compliance with legislation and recent case law.

Technology Services

- Implement the Financials, Human Resources, and Payroll ERP replacement projects to give the City's financial systems a state-of-the-art platform on which to operate.
- Build the Police Department a citywide video surveillance system that contributes to more effective policing and is able to accommodate additional cameras in the future from other City Departments.
- Connect the City Yard to City Hall with Fiber Channel lines instead of microwave in order to remove the current communication delays.
- Connect select traffic signals to City Hall with Fiber Channel lines instead of copper in order to facilitate traffic signal replacements and the addition of traffic cameras.
- Complete the City's Excellence in Information Technology Practices application and achieve the statewide, peer-reviewed award from MISAC.

Treasury Operations

- Develop interfaces between the LOGOS General Ledger system and existing Point of Sale systems.
- Monitor development announcements related to the LOGOS Revenue Collection module for the addition of check image processing and integrated credit card processing features which are not available in the current release.
- Develop and formulate structure for new Miscellaneous Billing (Accounts Receivable) process. Update the Treasury Operations website
- Increase utilization of the on-line Business License Renewal Program by promoting the program through channels such as the Chamber of Commerce, MVTV-3, direct mail and other cost effective means.
- Monitor and update the Investment Policy as necessary to reflect current issues and best practices in the fixed income/securities industry.
- Organize a comprehensive city-wide fee revision study.

Financial & Management Services Department

Proposed Additions:
FY 2013/14
FY 2014/15

Previously Defunded
Proposed Reductions

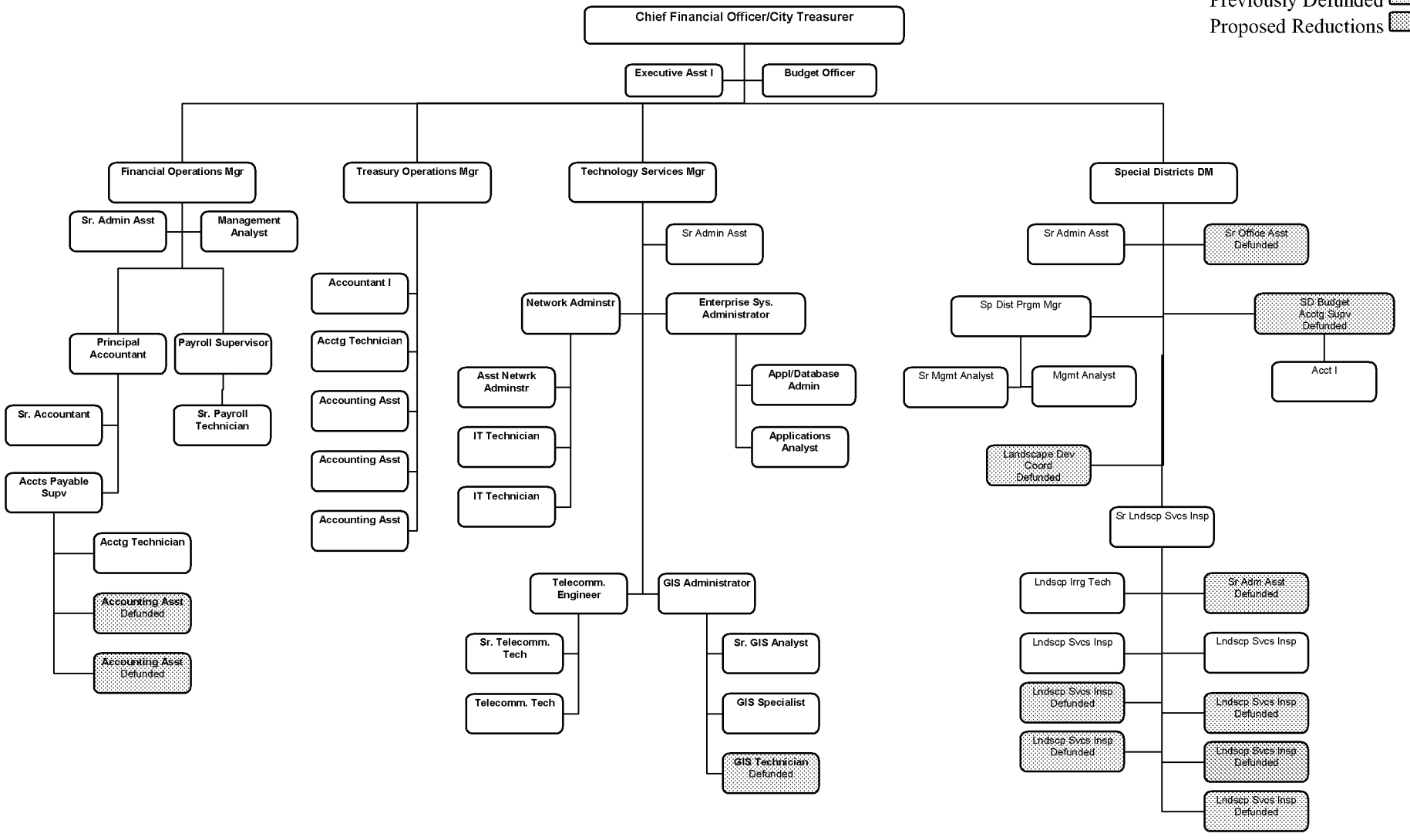

Note: The Organization Chart has been updated and will not identify any staffing reductions which occurred prior to FY 2011/12.

Item No. G.2

MV00206820

City of Moreno Valley
FY 2013/14 - 2014/15 Position Summary Report by Department

Department / Position Title		FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
Financial & Management Services									
Accountant I	FT	-	2	-	2	-	2	-	2
Accounting Asst	FT	(2)	3	-	3	-	3	-	3
Accounting Technician	FT	-	2	-	2	-	2	-	2
Accounts Payable Supervisor	FT	-	1	-	1	-	1	-	1
Administrative Asst	FT	-	-	-	-	-	-	-	-
Applications & DB Admin	FT	-	1	-	1	-	1	-	1
Applications Analyst	FT	-	1	-	1	-	1	-	1
Asst. Applications Analyst	FT	-	-	-	-	-	-	-	-
Asst Network Administrator	FT	-	1	-	1	-	1	-	1
Budget Officer	FT	(1)	-	1	1	-	1	-	1
Enterprise Systems Admin	FT	-	1	-	1	-	1	-	1
Executive Asst I	FT	(1)	-	1	1	-	1	-	1
Chief Financial Officer/City Treas	FT	-	1	-	1	-	1	-	1
Financial Operations Div Mgr	FT	-	1	-	1	-	1	-	1
GIS Administrator	FT	-	1	-	1	-	1	-	1
GIS Specialist	FT	-	1	-	1	-	1	-	1
GIS Technician	FT	-	1	(1)	-	-	-	-	-
Info Technology Technician	FT	-	2	-	2	-	2	-	2
Landscape Development Coord	FT	-	1	(1)	-	-	-	-	-
Landscape Irrigation Tech	FT	-	1	-	1	-	1	-	1
Landscape Svcs Inspector	FT	(2)	5	(2)	3	(1)	2	-	2
Management Analyst	FT	-	1	1	2	-	2	-	2
Network Administrator	FT	-	1	-	1	-	1	-	1
Network System Specialist	FT	-	-	-	-	-	-	-	-
Payroll Supervisor	FT	-	1	-	1	-	1	-	1
Principal Accountant	FT	-	1	-	1	-	1	-	1
Spec Dist Budg & Accting Spvr	FT	(1)	-	-	-	-	-	-	-
Spec Districts Div Mgr	FT	-	1	-	1	-	1	-	1
Special Districts Prog Mgr	FT	-	1	-	1	-	1	-	1
Sr Accountant	FT	-	1	-	1	-	1	-	1
Sr Administrative Asst	FT	(3)	3	-	3	-	3	-	3
Sr Applications Analyst	FT	-	-	-	-	-	-	-	-
Sr GIS Analyst	FT	-	1	-	1	-	1	-	1
Sr IT Technitian	FT	-	-	-	-	-	-	-	-
Sr Landscape Svcs Inspector	FT	-	1	-	1	-	1	-	1
Sr Management Analyst	FT	-	1	-	1	-	1	-	1
Sr Office Asst	FT	(1)	-	-	-	-	-	-	-
Sr Payroll Technician	FT	-	1	-	1	-	1	-	1
Sr Telecomm Technician	FT	-	1	-	1	-	1	-	1
Technology Services Div Mgr	FT	-	1	-	1	-	1	-	1
Telecomm Engineer / Admin	FT	-	1	-	1	-	1	-	1
Telecomm Technician	FT	-	1	-	1	-	1	-	1
Treasury Operations Div Mgr	FT	-	1	-	1	-	1	-	1
TOTAL - Financial & Management Svcs		**(11)**	**45**	**(1)**	**44**	**(1)**	**43**	**-**	**43**

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
30 Financial & Management Svcs								
1010 GENERAL FUND	25010 FMS Admin	$ 392,464	$ 277,835	$ 506,249	$ 518,337	$ 12,088	$ 519,702	$ 1,365
	25011 FMS Projects	-	-	25,000	105,500	80,500	105,500	-
	25110 Financial Ops/Budgeting	1,166,495	1,185,546	1,280,602	693,091	(587,511)	698,098	5,007
	25111 Payroll	-	-	-	198,653	198,653	199,969	1,316
	25112 Accounting	-	-	-	227,360	227,360	228,880	1,520
	25113 Accounts Payable	-	-	-	175,980	175,980	177,140	1,160
	25210 Treasury Ops/Accts Receivable	1,016,435	980,299	1,027,073	1,061,471	34,398	1,091,499	30,028
	25211 Cashiering	-	-	-	-	-	-	-
	25212 Business License	-	-	-	-	-	-	-
	25213 False Alarms	-	-	-	-	-	-	-
	25310 Animal Services	2,214,247	2,175,366	-	-	-	-	-
	25311 Animal Services Donations	4,400	10,850	-	-	-	-	-
	25510 Purchasing	511,467	475,505	-	-	-	-	-
2006 SPEC DIST ADMIN	25701 Special Districts - General	-	-	875,137	814,095	(61,042)	813,358	(737)
	25702 Special Districts - M&O On Call	-	-	2,000	21	(1,979)	33	12
2010 CFD #4M	25804 CFD No 4-M	-	-	48,200	35,300	(12,900)	33,300	(2,000)
2510 EECBG	73501 City Hall HVAC	170,019	572,206	50,000	-	(50,000)	-	-
	73502 City Hall Solar Film	41,352	223	-	-	-	-	-
	73503 City Hall Interior Lights	51,031	-	-	-	-	-	-
	73504 City Hall Prkg Lot Lights	-	-	-	-	-	-	-
	73505 Sr Ctr Int & Ext Lights	11,167	-	-	-	-	-	-
	73506 Fire Station #6 Lights	10,226	-	-	-	-	-	-
	73507 Fire Station #48 Lights	4,171	-	-	-	-	-	-
	73508 Fire Station #65 Lights	4,414	-	-	-	-	-	-

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
	73509 Library Int & Ext Lights	32,321	-	-	-	-	-	-
	73510 LED Street Sign Lights	104,418	161,909	198,600	-	(198,600)	-	-
	73511 Independence Program	-	-	-	-	-	-	-
	73512 Strategy Task Force	133,772	138,308	189,972	-	(189,972)	-	-
	73513 ArcLogistics Software	65,259	976	-	-	-	-	-
	73514 Shadow Mountain Lights	16,813	-	-	-	-	-	-
	73515 EECG Grant Administration	7,436	4,986	6,821	-	(6,821)	-	-
4011 ASSMT DIST 98-1 DEBT SERVICE	25802 AD No 98-1	-	-	2,750	2,700	(50)	2,800	100
4015 CTRPT 87-4	25801 AD No 87-4	-	-	-	-	-	-	-
4019 CFD#5 STONERIDGE	25805 CFD No 5	-	-	382,000	382,000	-	389,900	7,900
5012 ZONE B STREET LIGHTS	25703 Street Lighting	-	-	1,761,277	1,677,100	(84,177)	1,735,500	58,400
5013 ZONE E EXTENDED LANDSCAPE	25705 Zone E Extensive Landscape	-	-	834,380	731,583	(102,797)	733,883	2,300
	25706 Zone E-1	-	-	187,280	217,600	30,320	218,700	1,100
	25707 Zone E-1A	-	-	31,600	30,600	(1,000)	32,000	1,400
	25708 Zone E-2	-	-	278,460	284,800	6,340	298,500	13,700
	25709 Zone E-3	-	-	282,500	303,100	20,600	311,600	8,500
	25710 Zone E-3A	-	-	26,000	16,100	(9,900)	16,500	400
	25711 Zone E-4	-	-	233,380	225,600	(7,780)	230,600	5,000
	25712 Zone E-4A	-	-	10,300	9,000	(1,300)	9,100	100
	25713 Zone E-7	-	-	88,700	89,700	1,000	94,600	4,900
	25714 Zone E-8	-	-	169,200	321,900	152,700	328,800	6,900
	25715 Zone E-12	-	-	74,800	57,300	(17,500)	59,900	2,600
	25716 Zone E-14	-	-	89,700	88,700	(1,000)	92,600	3,900
	25717 Zone E-15	-	-	56,200	34,500	(21,700)	35,400	900
	25718 Zone E-16	-	-	67,200	71,300	4,100	73,600	2,300

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City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
5110 ZONE C ARTERIAL ST LIGHTS	25703 Street Lighting	-	-	953,013	927,800	(25,213)	957,400	29,600
5111 ZONE D STANDARD LANDSCAPE	25704 Zone D Standard Landscape	-	-	1,096,515	1,086,200	(10,315)	1,120,300	34,100
5112 ZONE M MEDIANS	25719 Zone M	-	-	306,709	281,844	(24,865)	292,144	10,300
5114 ZONE S	25720 Zone S	-	-	66,274	66,017	(257)	68,017	2,000
7210 TECHNOLOGY SERVICES	25410 Enterprise Applications	1,113,277	1,427,982	1,729,553	1,539,944	(189,609)	1,573,258	33,314
	25411 Network Operations	1,107,088	1,187,719	1,491,617	1,596,030	104,413	1,512,985	(83,045)
	25412 Telecommunications	723,175	767,603	1,052,038	1,080,664	28,626	1,067,653	(13,011)
	25413 Geographic Information Systems	601,614	454,469	919,180	666,388	(252,792)	670,113	3,725
	25450 Enterprise Permitting System	-	-	-	-	-	-	-
	25451 Class Recreation Software Imp	-	-	33,200	33,200	-	33,200	-
	25452 Records Management System	-	20,150	109,000	-	(109,000)	-	-
	25453 ERP Replacement Project	-	1,067,258	2,001,093	500,000	(1,501,093)	500,000	-
	25454 Interactive Voice Response Sys	-	-	-	-	-	-	-
7310 FACILITIES MAINTENANCE	25610 Facilities - General	954,282	914,139	-	-	-	-	-
	25611 City Hall	484,802	504,827	-	-	-	-	-
	25612 Corporate Yard	99,562	106,372	-	-	-	-	-
	25613 Transportation Trailer	5,270	4,906	-	-	-	-	-
	25614 Public Safety Building	309,633	329,051	-	-	-	-	-
	25615 Library	74,746	80,768	-	-	-	-	-
	25616 Pro Shop	20,441	12,025	-	-	-	-	-
	25617 MVTV Studio	8,693	3,618	-	-	-	-	-
	25618 Animal Shelter	76,464	82,778	-	-	-	-	-
	25619 Senior Center	80,896	82,478	-	-	-	-	-

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
	25620 Towngate Community Cntr	27,395	26,726	-	-	-	-	-
	25621 March Field Community Cntr	26,909	30,112	-	-	-	-	-
	25622 TS Annex	86,586	86,380	-	-	-	-	-
	25623 Recreation & Conference Cntr	215,493	207,746	-	-	-	-	-
	25624 Facilities - Annex	3,240	6,143	-	-	-	-	-
	25625 ESA Annex	12,821	13,894	-	-	-	-	-
	25626 Fire Stations	-	-	-	-	-	-	-
	25627 Warner Ranch Police Satellite	-	-	-	-	-	-	-
	25628 Annex I	20,774	15,736	-	-	-	-	-
	25629 Fire Station #2 (Hemlock)	30,548	35,934	-	-	-	-	-
	25630 Fire Station #6 (TownGate)	32,996	39,954	-	-	-	-	-
	25631 Fire Station #48 (Sunnymead Ra	24,750	20,400	-	-	-	-	-
	25632 Fire Station #58 (Eucalyptus)	35,028	30,641	-	-	-	-	-
	25633 Fire Station #65 (JFK)	35,481	21,864	-	-	-	-	-
	25634 Fire Station #91 (College Park	40,208	37,466	-	-	-	-	-
	25635 Utilities Field Office	864	948	-	-	-	-	-
	25636 Veterans Memorial	4,861	5,480	-	-	-	-	-
	25637 Emergency Ops Center	35,371	47,596	-	-	-	-	-
	25638 In House Copier	138,910	101,023	-	-	-	-	-
	25639 Fire Station #99 (Morrison Park)	-	-	-	-	-	-	-
	25640 Security Guards	164,142	167,260	-	-	-	-	-
7910 CENTRAL SERVICES	25511 Stores	-	-	-	-	-	-	-
30 Financial & Management Svcs Total		**$ 12,554,226**	**$ 13,925,453**	**$ 18,543,573**	**$ 16,151,478**	**$ (2,392,095)**	**$ 16,326,532**	**$ 175,054**

MV00206825

FIRE DEPARTMENT

Department Description

The City of Moreno Valley Fire Department operates seven fire stations and a Fire Prevention Bureau that provides fire suppression, emergency medical, rescue, and hazardous materials response as well as fire prevention services to the citizens of Moreno Valley. The equipment utilized by the department has the versatility to respond to both urban and rural emergency conditions. Through a Cooperative Fire Services Agreement with CAL FIRE/Riverside County Fire, the City has access to additional emergency equipment such as brush engines, firefighting aircraft, hazardous materials unit, fire crews, and breathing support units. The Office of Emergency Management and Volunteer Services program provides a wide variety of training to both employees and the community. Additionally, this program is tasked with preparing the City for any emergency situation through mitigation, preparedness, response, and recovery for a variety of natural or man-made disasters that may occur in the community.

❒ Fire Operations

The Moreno Valley Fire Chief directs an integrated fire services program within the City. The emergency response level provides one Chief Officer, seven three-person Engine Companies and two four-person Truck Companies. Each Engine Company is staffed by at least one firefighter paramedic who can provide advance life support.

❒ Fire Prevention

The Fire Marshal, under direction of the Fire Chief, supervises the Fire Prevention Bureau. The Fire Prevention Bureau conducts fire and life safety inspections as well as plan reviews for new construction, existing buildings, and special events. The Bureau also oversees the City's Hazard Abatement Program and Multi-Family Residential Housing Inspection Program.

❒ Office of Emergency Management and Volunteer Services

The Fire Department's Office of Emergency Management and Volunteer Services Program is responsible for minimizing the impact of natural and man-made disasters by establishing readiness through city-wide preparedness, response, recovery and mitigation. This includes coordinating and conducting drills for the City's Emergency Operations Center as well as providing Community Emergency Response Team to the community.

❒ Volunteers – Reserve Firefighter

There are approximately 25 volunteer reserve firefighters who enhance the fire protection needs of the City by providing additional staffing on the fire engines when they are available.

❒ Volunteers – City

The City's volunteer program provides a source of expertise, talent, and manpower for City programs as well as an avenue for citizens to participate in their local government. Volunteers provide assistance with animal care, shelving returned books at the library, coaching youth sports, special events and much more. Some departments can utilize volunteers as young as 14, while others require the volunteer to be at least 18.

❒ Fire Explorers

The Fire Explorer Program is designed to educate youths about the fire service field and to assist them in preparing for a career with the Fire Department. They receive training on fire tactics, hose lays, first aid, and fire prevention programs.

Department Mission Statement

The Moreno Valley Fire Department serves the community with pride, integrity, and professionalism while providing quality emergency services to protect and preserve life and property of its citizens when exposed to fires, medical emergencies, natural or man-made disasters, hazardous materials incidents, and rescue emergencies in a safe, efficient and cost effective manner as a result of a cooperative, regionalized fire and rescue delivery system with the Riverside County Fire Department. To minimize the impact of natural or man-made disasters by identifying and mitigating known hazards and to enhance our response to these disasters by providing quality training to the community on disaster preparedness, response, and recovery.

~Core Values~
Safety – Leadership – Integrity – Competence – Customer Service

Department Goals

- The goal of Fire Operations is to respond to emergency calls for service from the community within 5 minutes of dispatch 90% of the time and to provide quality emergency services while protecting the life and property of the citizens of Moreno Valley.
- The goals of the Fire Prevention Division are:
  - Perform plan reviews within 10 working days 90% of the time or greater.
  - Perform all new construction inspections within 48 hours of request unless otherwise requested by the customer.
  - Conduct fire & life safety inspections annually in all businesses and state regulated occupancies.
  - Respond to citizen concerns within 48 hours of contact.

  Through efficiency and expediency, our goal is to ensure a reasonable degree of community safety exists for all stakeholders at all times.
- The goal of Office of Emergency Management is to ensure that all City staff have met the minimum National Incident Management System (NIMS) training standards and to provide training to 95% of Emergency Operations Center staff members in preparation for an Emergency Operations Center activation or disaster exercise.

Fire Department

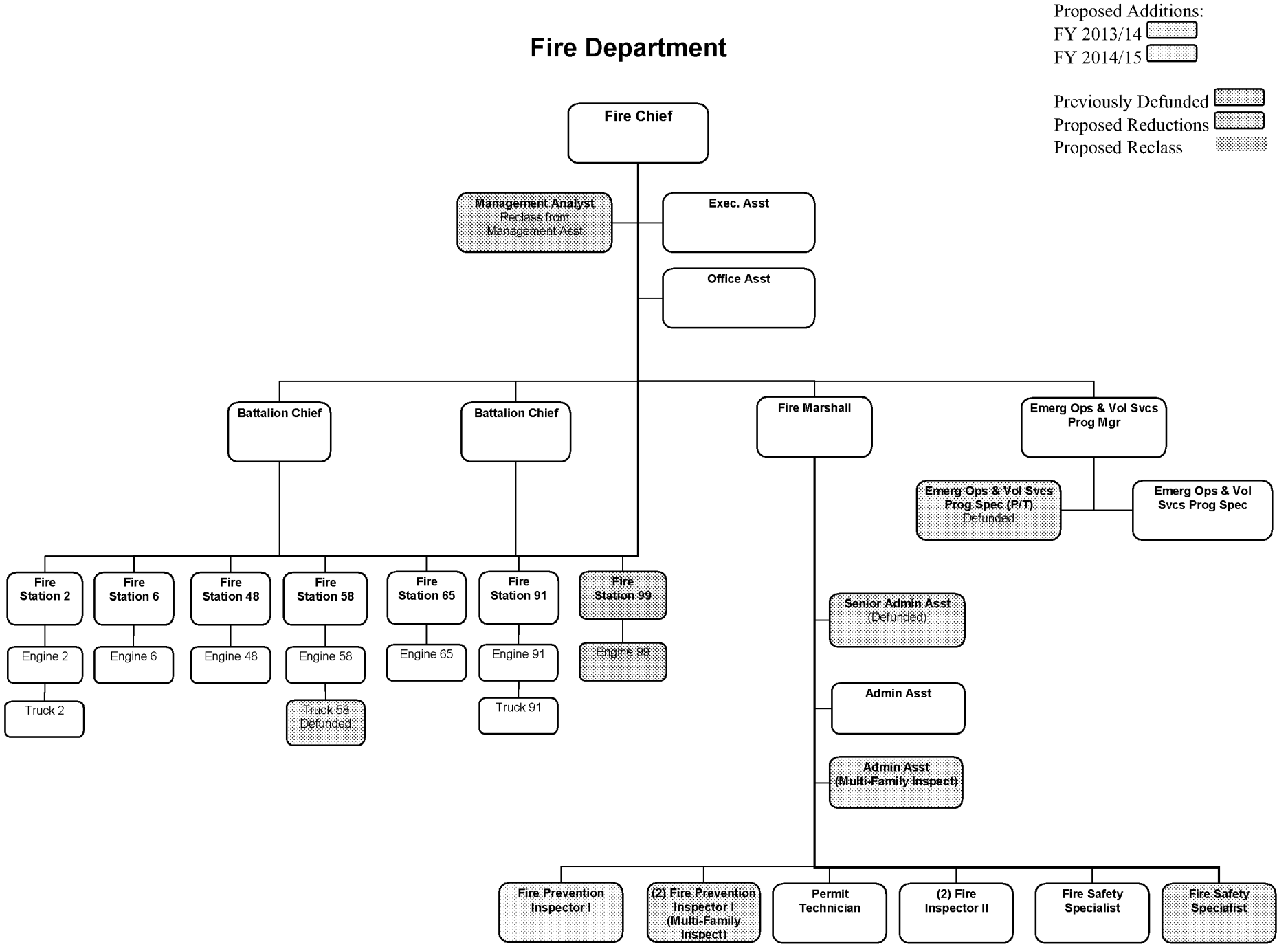

Note: The Organization Chart has been updated and may not identify any staffing reductions which occurred prior to FY 2011/12.

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City of Moreno Valley
FY 2013/14 - 2014/15 Position Summary Report by Department

Department / Position Title		FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
Fire									
Administrative Asst	FT	-	-	1	1	1	2	-	2
Emerg Mgmt & Vol Svc Prog Spec	FT	-	1	-	1	-	1	-	1
Emerg Mgmt & Vol Svc Prog Spec	P/T	(1)	-	-	-	-	-	-	-
Emerg Mgmt & Vol Svcs Prog Mgr	FT	-	1	-	1	-	1	-	1
Executive Asst I	FT	-	-	1	1	-	1	-	1
* Fire Inspector I	FT	-	-	-	-	2	2	1	3
Fire Inspector I I	FT	-	2	-	2	-	2	-	2
Fire Marshall	FT	-	1	-	1	-	1	-	1
Fire Safety Specialist	FT	-	1	-	1	1	2	-	2
Management Asst	FT	-	1	-	1	(1)	-	-	-
Management Analyst	FT	-	-	-		1	1	-	1
Office Asst	FT	-	1	-	1	-	1	-	1
Permit Technician	FT	-	1	-	1	-	1	-	1
Sr Administrative Asst	FT	(1)	-	-	-	-	-	-	-
Sr Office Asst	FT	-	-	-	-	-	-	-	-
TOTAL - Fire		**(2)**	**9**	**2**	**11**	**4**	**15**	**1**	**16**

* The Position Summary reflects the conversion of certain temporary positions into full time career positions.

Department / Position Title	FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj. *	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
Fire (Sworn)								
Battalion Chiefs	-	2	-	2	-	2	-	2
Division Chief	-	1	-	1	-	1	-	1
Fire Apparatus Engineers	-	20	2	22	-	22	(2)	20
Fire Apparatus Engineer Paramedics	-	2	-	2	-	2	-	2
Fire Captain	-	21	2	23	-	23	(2)	21
Firefighter II (truck companies)	-	10	-	10	-	10	-	10
Firefighter II Paramedics	-	15	3	18	-	18	(2)	16
TOTAL - Fire (Sworn)	**-**	**68**	**7**	**75**	**-**	**75**	**(6)**	**69**

* Fire Station 99 was opened in FY 2012/13.

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
40 Fire								
1010 GENERAL FUND	30110 Fire Operations	$ 13,844,493	$ 13,429,615	$ 15,353,197	$ 16,137,207	$ 784,010	$ 15,441,186	$ (696,021)
	30210 Fire Prevention Inspections	286,274	339,226	296,038	416,216	120,178	416,577	361
	30211 Fire Prevention	663,144	755,650	868,700	1,083,956	215,256	1,172,621	88,665
	30310 Office of Emergency Mgmt & Vol	605,685	596,640	694,561	725,774	31,213	735,192	9,418
2014 EMERGENCY SERVICES	30150 AMR Emergency Fines	-	27,349	80,000	110,000	30,000	80,000	(30,000)
2016 DISASTER	74203 December 2010 Mudslides	55,796	-	-	-	-	-	-
2503 EMPG-EMERGENCY MGMT GRANT	74101 EMPG- Emergncy Mgmt Prep	69,451	103,800	75,259	74,506	(753)	74,932	426
2511 FY10 EOC GRANT	74011 EOC Grant	21,401	88,584	400,000	-	(400,000)	-	-
3005 FIRE SERVICES CAPITAL	30160 Fire Capital	-	15	-	-	-	-	-
40 Fire Total		**$ 15,546,243**	**$ 15,340,878**	**$ 17,767,755**	**$ 18,547,659**	**$ 779,904**	**$ 17,920,508**	**$ (627,151)**

ADMINISTRATIVE SERVICES DEPARTMENT

Department Description

This Department is responsible for centralized Administrative Service functions within the City including talent management, labor relations, personnel rules application and policy setting, training, benefits, workers' compensation, Equal Employment Opportunity (EEO), purchasing and central stores; and related support. The library provides a full range of information services via traditional delivery methods and through various electronic venues. Additionally, the department provides oversight for the public safety function of animal control services.

❒ Purchasing and Facilities

This division serves a dual function. Purchasing responsibilities include centralized services through the use of requisitions, requests for proposals, and invitations to bid for all City operations; and ensuring full, open, and fair competition while maximizing the value received in the procurement process and conforming to the Purchasing Ordinance and accepted purchasing practices. The division is also responsible for providing City-wide mail services. The Facilities team maintains and modernizes City facilities. Activities also include procurement and installation of office furnishings, custodial, security guards, and fire/security systems. Services are provided by City staff, with specialized support via contract.

❒ Animal Services

This division provides a full range of animal care and control services. These services include the investigation of animal bites and reports of animal cruelty; administration of related nuisance ordinances; control of stray animals; and animal licensing. In addition, the division maintains an animal shelter to care for impounded animals, process lost-and-found pets, facilitate pet adoptions, provide education for pet owners, and care for sick and injured animals through a veterinary clinic adjoining the shelter.

❒ Library Division

- Reference Services

  Provide homework and other research assistance, assist patrons using the online catalog and electronic databases, and select new materials. Prepare recommended reading lists, review materials, plan and implement programs for adults, catalog new materials, answer telephone and online reference questions, handle inter-library loans, filter out outdated or damaged materials, and update library web pages.

- Youth Services

  Provide help to younger patrons with homework, recommend reading materials, and select new materials. Present story times, facilitate programs such as the annual Summer Reading Program, perform outreach activities at various schools and community events, conduct library group tours, promote literacy and foster a love for reading and learning in all children and teens.

- Circulation Services

  Assist patrons with all aspects of library use such as processing patron registrations for library cards and computer usage, materials check-in, check-out, and renewals, answer account inquiries, collect fees and fines, process donated materials, handle sales from the Friends of the Library collection, create library displays, shelve returned books, and all other related activities.

- Computer Lab

  The computer lab consists of 15 adult-use computers (including one for express 15-minute increments) and 10 children's computers. Printing is available in color and in black-and-white. The library's microfilm and microfiche collections can be accessed through a microform reader that digitizes articles for printing or saving to a flash drive. The computer lab is staffed during all hours that the library is open.

- Electronic Resources

  Research databases and e-books are available for free with a valid library card, including science, business, computer, health and legal information, practice tests for a variety of careers, language learning, reference and resources for all ages of school students, job searching, tuition funding sources, e-books for all ages, and more. Free Wi-Fi access is also available, along with RSS feeds and e-newsletters.

Department Mission Statement

The Administrative Services Department proudly serves Moreno Valley residents, as well as those who provide these services.

As a strategic partner with City leadership, we develop and deliver innovative human resource programs and services tailored to help fulfill the City's public service vision. Our core competencies include recruitment and staffing, classification & compensation, employee relations, training, benefits, workers' compensation and regulatory compliance; public safety through the Animal Services function; and provide a high level of staff support and automation through the internal service functions of Purchasing and Facilities Maintenance. We provide comprehensive library programs, facilities, and services which constantly respond to changing community needs. The library offers access to a broad range of resources, through programs with informational, educational, recreational, and cultural enrichment opportunities for all patrons.

We serve all employees and Departments with respect and enthusiasm, applying creativity to meet our customers' needs and seeking constructive feedback to assist us in further refining our service delivery processes.

Department Goals

Human Resources

- Implement provisions of the California Public Employees' Pension Reform Act of 2013 (PEPRA).

- Conduct Collective Bargaining Re-Openers as specified in the 2012-2015 Memoranda of Understanding with each of the City's employee associations.
- Implement a Diversity Training curriculum for City employees.
- Expand a dynamic Wellness Program to provide new offerings which address employees' needs in a holistic manner.
- Conduct robust, timely recruitments which target Departments' specific needs, providing our customers with highly qualified candidates from which to select the newest members of their respective teams.
- Achieve successful implementation of the Human Resources module within the City's new ERP system.
- Tailor training programs to equip Supervisors for success when addressing personnel situations, while providing ongoing real-time support as needed.
- Complete an audit of the City's Workers' Compensation program.
- Work with the City's Third Party Administrator to refine the City's Workers' Compensation program by implementing key recommendations from the program audit.

Facilities

- Complete the tenant improvements of City Hall Annex 1 to facilitate the use of this City owned building.
- Repair roofs at 5 facilities (City Hall, Animal Shelter, Senior Center, Conference & Recreation Center, and March Field Park Community Center).
- Complete all remaining EECBG grant projects, expend all funds awarded, and submit closing documents to DOE.
- Complete City Hall improvement project to replace all floor coverings in conjunction with Capital Projects' replacement of the second floor subfloor. Provide alternate work locations for second floor staff throughout the reconstruction period.
- Start-up new Morrison Park Fire Station #99.
- Redesign and replace Library HVAC systems.
- Identify and deploy new facilities maintenance software program to provide in-field automation.
- Retrofit/redesign Public Safety Building reception counter to provide specific safety upgrades and replace main lobby doors with sliding glass door.
- Replace parking lot lighting at City Hall, Senior Center, City Yard and Library with energy efficient devices.
- Roll out the "It's My Building" program for designated point-of-contact at key facilities.
- Update Multi-Year Funding Plan for major facility maintenance, to identify and designate required resources.

Purchasing

- Implement and utilize the New World LOGS system to improve the City's procurement process.
- Train staff city-wide to fully utilize the requisition and purchase order system in the LOGOS system.
- Research, purchase and implement an on-line bidding system to efficiently match vendor interests with City products and service needs.

Animal Services

- Achieve efficiencies in field, shelter and office operations by:

  - **Shelter Operations** - Increase animal adoption rate by 3% and reduce the animal euthanasia rate by 3% by improving the use of technology via Chameleon's web hold for potential adopters, increasing partnerships with animal rescue organizations and increasing participation in off-site pet adoption events (i.e. Walgreens, Moreno Valley Youth Fest, & the upcoming Pet in the Park adoption events).
  - **Field Operations -** Reduce field response times by 5% to routine and high priority calls by field officers through the implementation of beat assignments and routing incoming calls to field staff by our dispatchers more efficiently by using service request demand levels to adjust beat assignments and using clerical staff to answer incoming calls.
  - **Office Operations** - Reduce wait time for customers to not exceed 10 minutes at the Animal Shelter by expanding use of the On-Line Web-Licensing and On-Line Service Requests; review of the current phone answering system and streamline the routing process for customers; improvement in the notification process to citizens experiencing barking dog nuisances; and cross-training new staff to be able to clear waiting lines requiring routine transactions.

- Expand on community outreach opportunities by partnering with the Parks and Community Services Department and local businesses to host at least eight adoption events.
- Explore increasing revenue opportunities, including completing applications for at least four grants.

Library

- Add one additional story time program per week.
- Contact a minimum of 20 preschools and Head Start programs to arrange a visit from the children's librarian to conduct a story time and promote the library, with a target of at least 50% participation.
- Partner with the Recreation Division to present at least one puppet show by library staff to the Time for Tots group.
- Partner with the Recreation Division to plan a Halloween costume swap for 2013.
- Add a minimum of 15 new medical education books to support the City's goal of developing Moreno Valley as a medical corridor.
- Add a minimum of 15 new books on job searching and business topics.
- Explore adding Pinterest to the social media outlets currently in use.
- Add a listing to the State Library's VolunteerMatch online service to recruit more teen volunteers.

Administrative Services Department

Proposed Additions:
FY 2013/14
FY 2014/15

Previously Defunded
Proposed Reductions

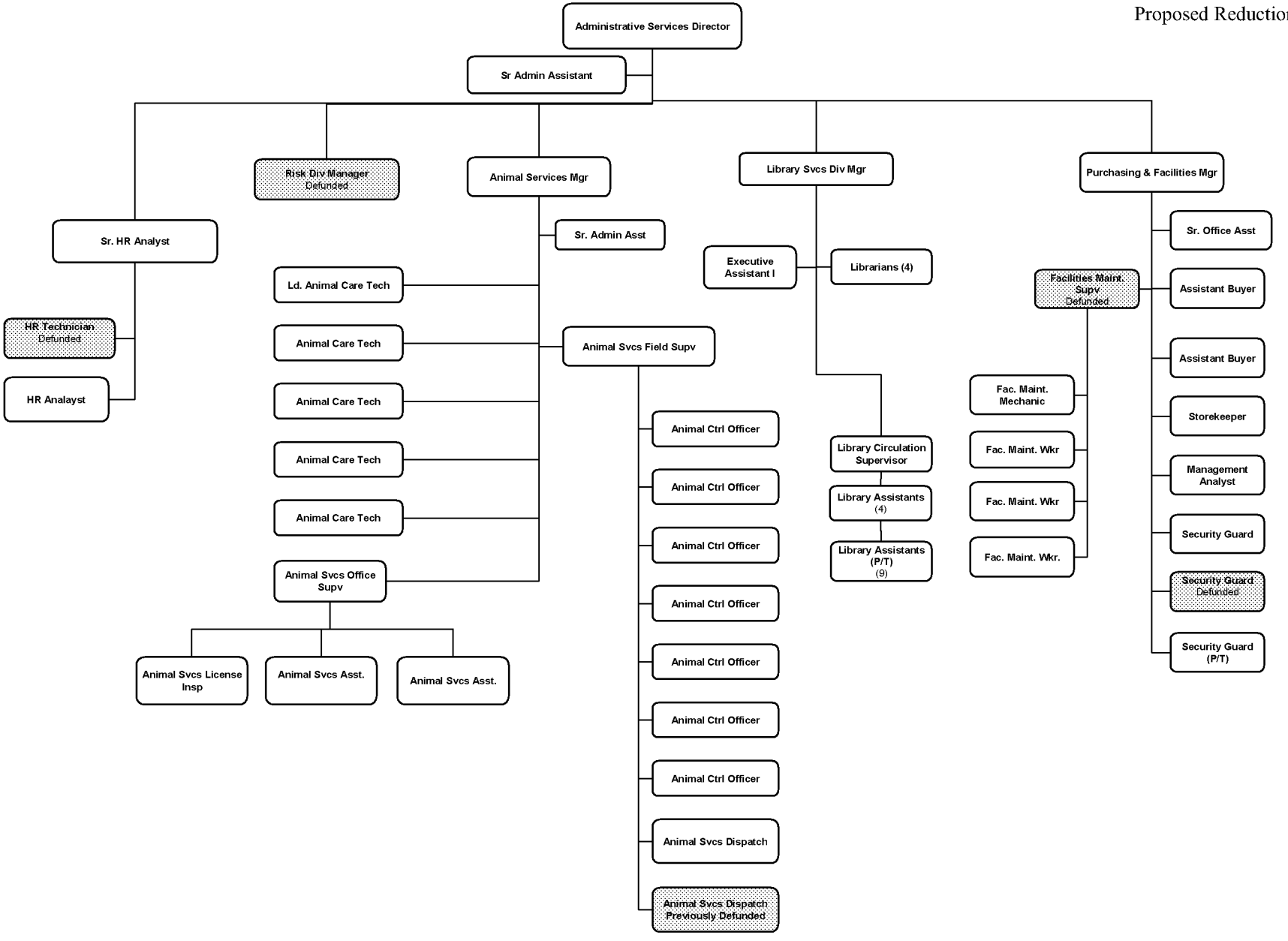

Note: The Organization Chart has been updated and will not identify any staffing reductions which occurred prior to FY 2011/12.

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City of Moreno Valley
FY 2013/14 - 2014/15 Position Summary Report by Department

Department / Position Title		FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
Administrative Services									
Administrative Services Dir	FT	-	1	-	1	-	1	-	1
Animal Care Technician	FT	-	4	-	4	-	4	-	4
Animal Control Officer	FT	-	7	-	7	-	7	-	7
Animal Services Asst	FT	-	2	-	2	-	2	-	2
Animal Svcs Dispatcher	FT	(1)	1	-	1	1	2	-	2
Animal Svcs Division Manager	FT	-	1	-	1	-	1	-	1
Animal Svcs Field Supervisor	FT	-	1	-	1	-	1	-	1
Animal Svcs License Inspector	FT	-	1	-	1	-	1	-	1
Animal Svcs Office Supervisor	FT	-	1	-	1	-	1	-	1
Asst Buyer	FT	-	2	-	2	-	2	-	2
Executive Asst I	FT	-	1	-	1	-	1	-	1
Facilities Maint Mechanic	FT	-	1	-	1	-	1	-	1
Facilities Maint Worker	FT	-	3	-	3	-	3	-	3
Facilities Maintenance Spvr	FT	(1)	-	-	-	-	-	-	-
Human Resources Analyst	FT	-	1	-	1	-	1	-	1
Human Resources Div Manager	FT	-	-	-	-	-	-	-	-
Human Resources Technician	FT	(1)	1	(1)	-	-	-	-	-
Lead Animal Care Technician	FT	-	1	-	1	-	1	-	1
Lead Facilities Maint Worker	FT	-	-	-	-	-	-	-	-
Lib Serv Div Mgr	FT	-	1	-	1	-	1	-	1
Librarian	FT	-	4	-	4	-	4	-	4
Library Asst	FT	-	4	-	4	-	4	-	4
Library Asst	P/T	-	9	-	9	-	9	-	9
Library Circulation Supervisor	FT	-	1	-	1	-	1	-	1
Management Analyst	FT	-	1	-	1	-	1	-	1
Purch & Facilities Div Mgr	FT	-	1	-	1	-	1	-	1
Risk Division Manager	FT	-	1	(1)	-	-	-	-	-
Security Guard	FT	(1)	1	-	1	-	1	-	1
Security Guard	P/T	-	1	-	1	-	1	-	1
Sr Administrative Asst	FT	-	1	1	2	-	2	-	2
Sr Human Resources Analyst	FT	-	1	-	1	-	1	-	1
Sr Office Asst	FT	1	1	-	1	-	1	-	1
Storekeeper	FT	-	1	-	1	-	1	-	1
TOTAL - Administrative Services		**(3)**	**57**	**(1)**	**56**	**1**	**57**	**-**	**57**

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
18 Administrative Services								
1010 GENERAL FUND	18010 Human Resources - Admin	$ 923,963	$ 773,363	$ 859,424	$ 813,117	$ (46,307)	$ 816,295	$ 3,178
	18210 Animal Services	-	-	2,248,741	2,333,348	84,607	2,341,168	7,820
	18211 Animal Services Donations	-	-	26,120	18,840	(7,280)	18,840	-
	18310 Purchasing	-	-	489,015	492,384	3,369	494,796	2,412
5010 LIBRARY SERVICES	18510 Library	-	-	2,045,041	1,812,217	(232,824)	1,828,882	16,665
7110 WORKERS' COMPENSATION	18120 Workers Compensation	330,062	201,199	670,887	671,287	400	671,516	229
	18130 Workers Compensation - Claims	43,266	13,066	27,048	27,398	350	27,598	200
7310 FACILITIES MAINTENANCE	18410 Facilities - General	-	-	988,227	994,737	6,510	993,971	(766)
	18411 City Hall	-	-	725,400	810,055	84,655	605,055	(205,000)
	18412 Corporate Yard	-	-	121,850	128,715	6,865	133,465	4,750
	18413 Transportation Trailer	-	-	5,400	5,415	15	5,415	-
	18414 Public Safety Building	-	-	352,100	358,615	6,515	358,115	(500)
	18415 Library - Facilities Maint	-	-	84,600	158,320	73,720	87,820	(70,500)
	18416 Pro Shop	-	-	27,700	43,120	15,420	42,620	(500)
	18417 MVTV Studio	-	-	11,600	-	(11,600)	-	-
	18418 Animal Shelter	-	-	107,700	126,120	18,420	112,620	(13,500)
	18419 Senior Center	-	-	93,800	95,625	1,825	95,625	-
	18420 Towngate Community Cntr	-	-	37,900	37,850	(50)	37,850	-
	18421 March Field Community Cntr	-	-	33,100	40,310	7,210	39,810	(500)
	18422 TS Annex	-	-	94,500	-	(94,500)	-	-
	18423 Recreation & Conference Cntr	-	-	262,800	286,040	23,240	265,540	(20,500)
	18424 Facilities - Annex	-	-	-	-	-	-	-
	18425 ESA Annex	-	-	12,500	-	(12,500)	-	-
	18426 Fire Stations	-	-	-	-	-	-	-

MV00206839

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
	18427 Warner Ranch Police Satellite	-	-	-	-	-	-	-
	18428 Annex 1	-	-	15,700	132,800	117,100	132,800	-
	18429 Fire Station #2 (Hemlock)	-	-	41,100	49,890	8,790	39,390	(10,500)
	18430 Fire Station #6 (TownGate)	-	-	42,000	59,050	17,050	42,050	(17,000)
	18431 Fire Station #48 (Sunnymead Rnch	-	-	37,000	45,845	8,845	35,345	(10,500)
	18432 Fire Station #58 (Eucalyptus)	-	-	40,700	46,190	5,490	46,190	-
	18433 Fire Station #65 (JFK)	-	-	35,200	41,640	6,440	31,640	(10,000)
	18434 Fire Station #91 (College Park)	-	-	41,800	50,740	8,940	42,740	(8,000)
	18435 Utilities Field Office	-	-	4,600	7,740	3,140	7,740	-
	18436 Veterans Memorial	-	-	9,000	8,000	(1,000)	8,000	-
	18437 Emergency Ops Center	-	-	81,500	59,050	(22,450)	61,050	2,000
	18438 In House Copier	-	-	150,000	150,000	-	150,000	-
	18439 Fire Station #99 (Morrison Park)	-	-	-	29,790	29,790	30,790	1,000
	18440 Security Guards	-	-	218,785	228,290	9,505	229,717	1,427
18 Administrative Services Total		**$ 1,297,291**	**$ 987,629**	**$ 10,042,838**	**$ 10,162,538**	**$ 119,700**	**$ 9,834,453**	**$ (328,085)**

MV00206840

PARKS AND COMMUNITY SERVICES DEPARTMENT

Department Description

Plan, design, and oversee development of new park sites and facilities, maintain parks and facilities in a safe and aesthetically pleasing manner, maintain and oversee development of the multi-use trail system, provide a wide range of programs for the community including athletic leagues, classes, field trips, child care, teen and senior activities, schedule use of facilities, plan, organize and promote special events, and enforce the park rules and regulations and promotion of safe use of park facilities.

- Parks and Community Services Administration

  Administers the Parks and Community Services Department in order to plan, design, and oversee the wide range of programs offered to the residents of Moreno Valley. Administers the function of the Parks and Recreation Commission and the Recreational Trail Board. Provide live scan processing for volunteers, sports officials, contract class instructors and employees.

- Parks Projects

  Plan, design, and coordinate construction of parks and related facilities, including retrofit and modifications to meet current codes.

- Recreation Division

  - Senior Program

    Plan, design, and oversee the wide range of programs offered to the City's senior citizen community. Administer the function of the Senior Advisory Board.

  - Recreation Program

    Plan, design, and oversee the wide range of recreational programs offered for the City residents; schedule and supervise use of sports facilities.

  - Community Services

    Plan, design, and oversee community service needs. Additionally produce the Recreation Activity Guide three times per year.

  - Community Events

    Plan, design, and oversee recreation community events and programs such as the 4th of July parade and festival. Administers the function of the Arts Commission.

  - Child Care Grant

    Plan, design, and oversee the Child Care Grant program offered by the City, which provides after-school day care to the City's residents.

    Facilitate the $4 million After School and Educational Safety (ASES) grant that serves 5,618 students.

❒ Parks Maintenance Division

- Park Ranger Program

  Maintain safety in the City's parks through patrol services, enforcement of park rules and regulations, and the promotion of safe use of park facilities.

- Parks Maintenance

  Administer maintenance operation of parks and facilities for the 39 sites (531.66 acres) and 10 miles of multi-use trails.

- Contract Maintenance

  Administer landscape maintenance of the "linear parks" for the City including the Senior Community Center, Conference and Recreation Center, Library, City Hall, PSB, City Annex, Animal Shelter, Fire Stations, Utility Substation, Edison Easement, Multi-use Trails, and the Aqueduct Bikeway.

- Golf Course Program

  Administer the Cottonwood Golf Center operations and 16 acre golf course.

- CSD Public Facilities

  Administer the maintenance program for the CSD city-owned buildings, such as the Senior Community Center, March Field Park Community Center, Conference and Recreation Center, Cottonwood Golf Center, Child Care Grant Classrooms and TownGate Community Center.

Department Mission Statement

In partnership with our citizens, the Department of Parks and Community Services provides comprehensive park, and recreation, facilities, and services, which constantly respond to changing community needs. We strive to preserve, enhance, and protect our open space to enrich the quality of life for present and future generations in a safe and secure environment.

Department Goals

Administration and Projects

- Provide additional lighted sports fields.
  - Lasselle Sports Park (early 2014)
- Develop a marketing plan to promote programs and recreation facilities, through various media outlets including Facebook, My Space, and Twitter; and increase public awareness by placing program banners at numerous facilities, and advertising at Moreno Valley Mall.
- Develop Lasselle Sports Park that will be self-sustainable by requiring less maintenance and utility usage.
- Explore alternative options to Cottonwood Golf Center for the operation of the golf course and other possible uses at the facility to reduce expenses, improve efficiency, and increase revenue.
- Develop a policy in order to consider naming rights for department facilities to provide additional advertising and revenues.
- Research developing a policy for field advertising to increase revenue.

- Install an automated lighting system on March Field Softball field.
- Install new play apparatus at Fairway, Westbluff, and El Potrero Parks.
- Complete ADA improvements at Gateway Park restroom and March Annex.
- Seek funding opportunities for additional funding to increase the number of students served by the ASES grant.
- Enhance entryway of Conference and Recreation Center.

Recreation Division (recreational classes, sports, Senior Community Center, after school programs, community events, golf course)

- Solicit sponsorships for the various programs and special events. Explore reassigning staff to enable more time dedicated specifically to soliciting sponsors.
- In conjunction with the Parks Maintenance Division, develop a master schedule to permit annual rotation for closing parks and facilities in order to properly maintain the condition and safety of the fields, keeping the parks aesthetically pleasing. Encourage tournaments by having tournament-ready ball fields and soccer fields.
- Research the possibility of opening a licensed preschool at the former ASES headquarters at March Field Park.
- Expand and improve Movies in the Park by adding more movies throughout the year along with activities and themes, and ensure sponsorship for each movie through community businesses, organizations, and vendors.
- Explore the possibility of hosting sports tournaments to bring additional revenue to the City and to the local businesses such as hotels and restaurants.
- Explore providing additional special events to improve the quality of the life for the community such as Concerts in the Park, Art and Wine Festival, Mud Run, Haunted House, mobile recreation in the park, and multi-cultural events.
- Implement arena league soccer program and adult kickball league.
- Expand Artoberfest event.
- Schedule youth sports leagues at Lasselle Sports Park.

Parks Maintenance (parks, trails)

- Outsource shrub bed maintenance and mowing of Lasselle Sports Park after being constructed.
- Maintain the current standard of park and trail maintenance while providing higher efficiency at the 39 current sites (531.66 acres) and 10 miles of multi-use trails by reorganizing work zones to specific districts within the city, thus allowing more work efficiency due to less drive time between park sites.
- Utilizing local organizations, churches, and volunteers for painting projects at MVCP, Weston Park, Equestrian Center Main Arena and weed abatement and clean-up of Equestrian Center, March Field Park and Aqueduct Bikeways.
- Continue labor force on Friday through Tuesday nights for restroom clean-up and park lock down, thus allowing more patrols and enforcement of park facilities by Park Rangers.
- Expand contract with Workability Program for special needs by increasing work in additional areas of the Aqueduct Bikeways and City trails.
- Add irrigation and turf to a portion of both sides of the Hound Town Dog Park.
- Concrete repair at various park sites.
- Replace and install new restroom partitions and hand dryers at various park sites.
- Update all old irrigation controllers with new ET-based weather station irrigation controllers.
- Re-paint and install new partitions and toilets in restrooms at Fairway Park and Ridgecrest Park.
- Work on the ball field fencing at John F. Kennedy Memorial Park, Woodland Park, March Field Park, and Bethune Park.
- Overseed the tees and greens at Cottonwood Golf Club.

Parks & Community Services Department

Proposed Additions:
FY 2013/14
FY 2014/15

Previously Defunded
Proposed Reductions

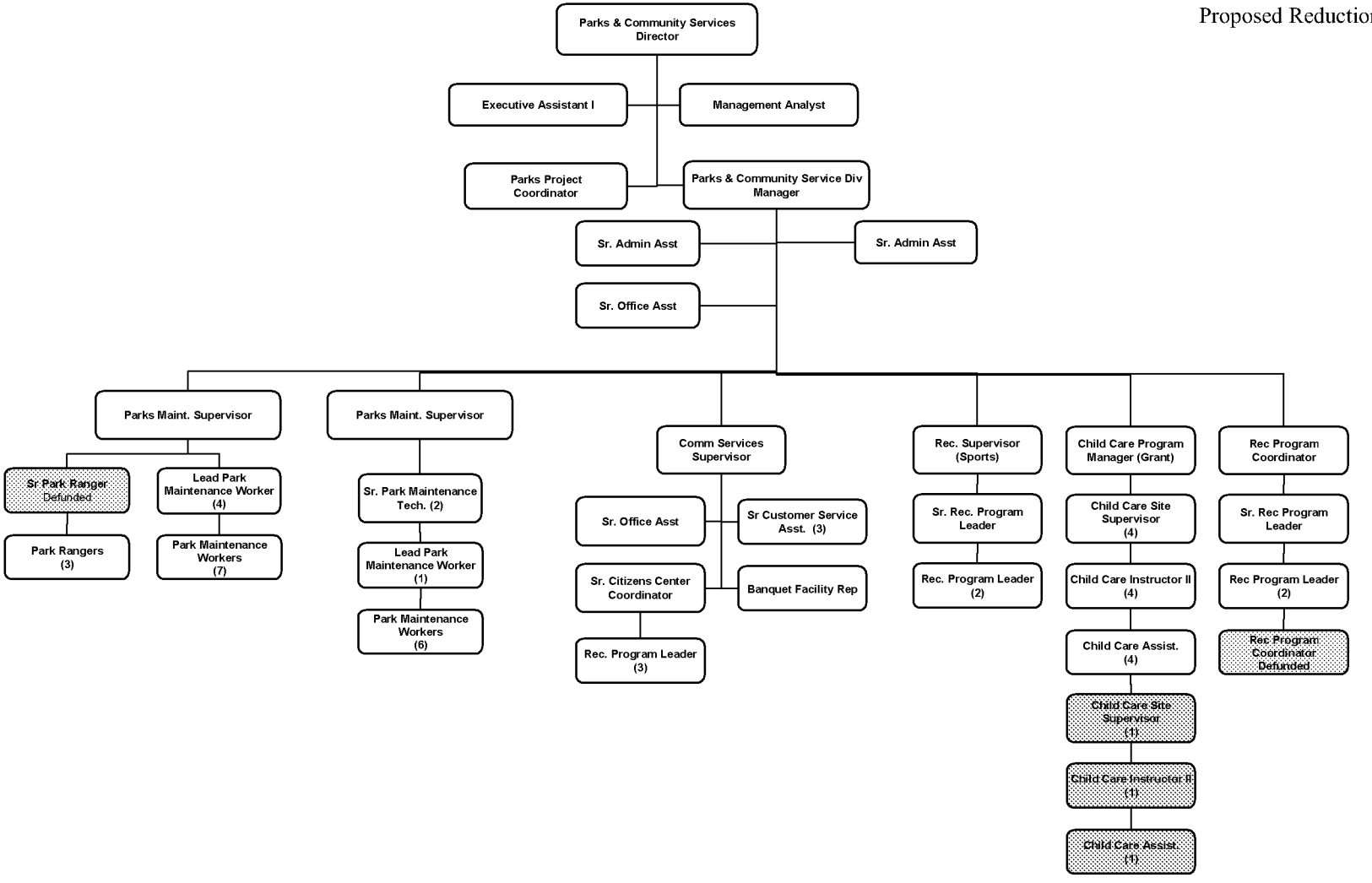

Note: The Organization Chart has been updated and will not identify any staffing reductions which occurred prior to FY 2011/12.

MV00206844

City of Moreno Valley
FY 2013/14 - 2014/15 Position Summary Report by Department

Department / Position Title		FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
Parks & Community Services									
After School Prog Coordinator	FT	(4)	-	-	-	-	-	-	-
After School Prog Specialist	P/T	(8)	-	-	-	-	-	-	-
After School Prog Supervisor	FT	(1)	-	-	-	-	-	-	-
Banquet Facility Rep	FT	-	1	-	1	-	1	-	1
Child Care Asst	P/T	-	5	-	5	(1)	4	-	4
Child Care Instructor I I	P/T	-	5	-	5	(1)	4	-	4
Child Care Program Manager	P/T	-	1	-	1	-	1	-	1
Child Care Site Supervisor	P/T	-	5	-	5	(1)	4	-	4
Community Svcs Supervisor	FT	-	1	-	1	-	1	-	1
Executive Asst I	FT	-	1	-	1	-	1	-	1
Lead Parks Maint Worker	FT	-	5	-	5	-	5	-	5
Management Analyst	FT	-	1	-	1	-	1	-	1
Park Ranger	FT	-	3	-	3	-	3	-	3
Parks & Comm Svcs Director	FT	-	1	-	1	-	1	-	1
Parks Maint Division Manager	FT	-	1	(1)	-	-	-	-	-
Parks & Comm Svcs Div Mgr	FT	-	-	1	1	-	1	-	1
Parks Maint Supervisor	FT	-	2	-	2	-	2	-	2
Parks Maint Worker	FT	-	13	-	13	-	13	-	13
Parks Projects Coordinator	FT	-	1	-	1	-	1	-	1
Recreation Program Coord	FT	-	2	(1)	1	-	1	-	1
Recreation Program Leader	P/T	-	7	-	7	-	7	-	7
Recreation Supervisor	FT	-	-	1	1	-	1	-	1
Sr Administrative Asst	FT	(1)	2	-	2	-	2	-	2
Sr Citizens Center Coord	FT	-	1	-	1	-	1	-	1
Sr Customer Service Asst	FT	-	3	-	3	-	3	-	3
Sr Human Resources Analyst	FT	-	-	-	-	-	-	-	-
Sr Office Asst	FT	-	1	-	1	-	1	-	1
Sr Office Asst	P/T	-	1	-	1	-	1	-	1
Sr Park Ranger	FT	(1)	-	-	-	-	-	-	-
Sr Parks Maint Technician	FT	-	1	1	2	-	2	-	2
Sr Recreation Program Leader	P/T	-	2	-	2	-	2	-	2
TOTAL - Parks & Community Svcs		**(15)**	**66**	**1**	**67**	**(3)**	**64**	**-**	**64**

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
50 Parks & Community Svcs								
1010 GENERAL FUND	35150 Library Project	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2201 CHILD CARE GRANT	75011 Child Care Grant	613,235	522,299	851,865	578,761	(273,104)	582,361	3,600
	75012 Relocation of Portable Classrm	-	-	-	-	-	-	-
	75111 CACFP Childs Place FY10-11	19,580	-	20,000	-	(20,000)	-	-
	75112 CACFP Childs Place	-	33,119	-	34,000	34,000	34,000	-
2202 ASES PROGRAM GRANT	75211 CACFP At Risk - FY10-11	416,930	-	-	-	-	-	-
	75212 CACFP At Risk	-	433,332	100,000	-	(100,000)	-	-
	75311 ASES Program Grant - FY 10-11	5,656,025	-	-	-	-	-	-
	75312 ASES Program Grant	(9)	5,756,020	6,075,017	6,080,840	5,823	6,081,434	594
3911 EQUESTRIAN TRAIL ENDOWMENT	35020 Equestrian Trail Endowment	289	-	-	-	-	-	-
4017 ARTS COMMISSION	35030 Arts Commission	504	-	1,000	14,600	13,600	14,600	-
5010 LIBRARY SERVICES	35110 Library	1,852,640	1,950,887	-	-	-	-	-
5011 ZONE A PARKS	35010 Parks & Comm Svcs - Admin	539,119	520,007	568,645	576,620	7,975	579,170	2,550
	35210 Park Maintenance - General	2,433,532	2,684,032	2,851,851	3,160,181	308,330	2,999,075	(161,106)
	35211 Contract Park Maintenance	349,881	388,868	454,519	461,603	7,084	467,288	5,685
	35212 Park Ranger Program	316,425	366,230	378,074	370,423	(7,651)	372,210	1,787
	35213 Golf Course Program	282,601	257,642	307,381	263,492	(43,889)	265,672	2,180
	35214 Parks Projects	145,808	162,654	270,567	173,625	(96,942)	175,211	1,586
	35215 CSD Public Facilities	-	-	-	-	-	-	-
	35216 CFD#1	-	1,841	-	-	-	-	-
	35310 Senior Program	496,233	525,723	572,154	609,009	36,855	576,727	(32,282)
	35311 Community Services	121,353	161,798	172,293	193,446	21,153	194,116	670
	35312 Community Events	76,738	137,856	153,331	81,327	(72,004)	81,507	180
	35313 Conf & Rec Cntr	480,179	549,467	589,309	629,075	39,766	603,507	(25,568)

MV00206846

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
	35314 Conf & Rec Cntr - Banquet	230,794	287,329	306,841	324,635	17,794	334,331	9,696
	35315 Recreation Programs	1,641,481	1,517,954	1,698,262	1,752,265	54,003	1,739,165	(13,100)
	35316 ASA Tournament	-	-	-	-	-	-	-
	35317 July 4th Celebration	-	-	118,275	142,505	24,230	142,765	260
5113 CFD#1	35216 CFD#1	843,796	921,541	1,065,988	1,182,223	116,235	1,225,757	43,534
50 Parks & Community Svcs Total		**$ 16,517,133**	**$ 17,178,599**	**$ 16,555,372**	**$ 16,628,630**	**$ 73,258**	**$ 16,468,896**	**$ (159,734)**

MV00206847

POLICE DEPARTMENT

Department Description

The Moreno Valley Police Department is a full-service law enforcement agency serving the citizens of Moreno Valley. The Department is comprised of five operating divisions that manage city resources and work together to deliver the Department Mission. The Department Divisions are described below:

❒ Administration Division

The Administration Division includes the Office of the Chief of Police, the Accounting Unit, Facilities/Maintenance, and the Training Unit. This Division is responsible for the daily operations of the station and provides oversight of all the other Divisions.

❒ Detective Division

The Detective Division consists of the Detective Unit, the Burglary Suppression Team, the Robbery Suppression Team, the Forensics Unit, the Crime Analysis Unit, the Criminal Registrants Unit, and the Riverside County Regional Medical Center Unit.

❒ Patrol Division

The Patrol Division consists of four patrol shifts, the Mall Team, the K-9 Program, the Property/Evidence Unit, the Telephone Reporting Unit, the Logistics Unit, Fleet and Weapons Maintenance, and the Problem Oriented Policing Team.

❒ Special Enforcement Teams Division

The Special Enforcement Teams Division consists of the Gang Unit, the Narcotics Unit, the Career Criminal Team, the Bike Team, and the School Resource Unit.

❒ Traffic Division

The Traffic Division consists of the Accident Investigation and Enforcement Unit, the MVPD Business Office, the Community Services Unit, which includes the Volunteer Unit, the Mounted Posse, and the Reserve Deputy Unit.

Department Mission Statement

The Mission of the Moreno Valley Police Department is to meet the mandates prescribed by law, to provide progressive and efficient public safety, through partnerships with our community and allied agencies, with the aim of realizing our Vision of a safe community where our residents and visitors are free to pursue their dreams and the highest possible quality of life.

Department Goals

- The MVPD is committed to improving the quality of life in Moreno Valley through a partnership with our community. In the name of that partnership the Community Services Division has set the following goals:
    - We will increase our civilian volunteer membership by 40%.

    - We will increase our Mounted Posse membership by 40%.
    - We will increase our Police Explorer membership by 40%.
    - We will increase our Reserve Police Officer membership by 30%.
    - We will increase our Neighborhood Watch membership by 30%.
    - We will increase our Business Watch membership by 30%.
- MVPD Traffic Division is committed to keeping the City of Moreno Valley one of the safest places in California to drive in. Toward that end, the Traffic Division has set the following goals:
    - We will conduct 18 DUI/Driver's License Checkpoints.
    - We will conduct 13 DUI Saturation Patrols.
    - We will conduct 2 DUI Warrant Service Operations.
    - We will conduct 37 Distracted Driver Operations.
    - We will conduct 37 Primary Collision Factor Operations.
    - We will conduct 4 Motorcycle Safety Operations.
    - We will conduct 3 Stakeout Operations for habitual DUI drivers.
    - We will conduct 30 Child Safety Seat Awareness Programs.
    - We will conduct 30 Traffic Safety Programs for the local schools.
    - We will conduct 10 Bicycle Safety Programs for the local schools.
- The MVPD Detective Division is staffed by many senior Department members who have a wealth of police experience and knowledge. In addition to their normal duties, the Detective Division will be more intentional about training and sharing their experience with less experienced Department members and the community. Toward that end, the Detective Division has set the following goals:
    - We will conduct monthly briefings for all Patrol Division staff. The training materials and topics will include fraud, internet crimes, child abuse, gang crimes, and crime prevention.
    - We will conduct Robbery Prevention Training for the Moreno Valley merchants and banks.
    - We will conduct Burglary Prevention Training for Moreno Valley merchants and community members.
- The MVPD Problem Oriented Policing Team is committed to helping Moreno Valley citizens improve their quality of life by addressing a variety of social problems. Toward that end, the Problem Oriented Policing Team has set the following goals:
    - We will work with City officials to fully implement all aspects of the Crime Free Multi Housing ordinances.
    - We will conduct 8 ABC Shoulder Tap operations throughout the City to help prevent underage consumption of alcoholic beverages.
    - We will conduct 10 bicycle patrol operations throughout the City business corridors (Sunnymead Blvd. and Alessandro Blvd.) and parks to target graffiti, drugs and gang activity.
    - We will conduct 5 prostitution prevention operations.
- The MVPD Administrative Division is committed to creating an environment that promotes the delivery of the highest quality police service possible. Toward that end the Administrative Division has set the following goals:
    - We will redesign the MVPD information management systems to promote efficiency in workflow and accountability for work product.
    - We will provide oversight for the installation of the Citywide Camera system and construction of the camera monitoring room, in order to launch the system this year.

Police Department

Proposed Additions:
FY 2013/14
FY 2014/15

Previously Defunded
Proposed Reductions

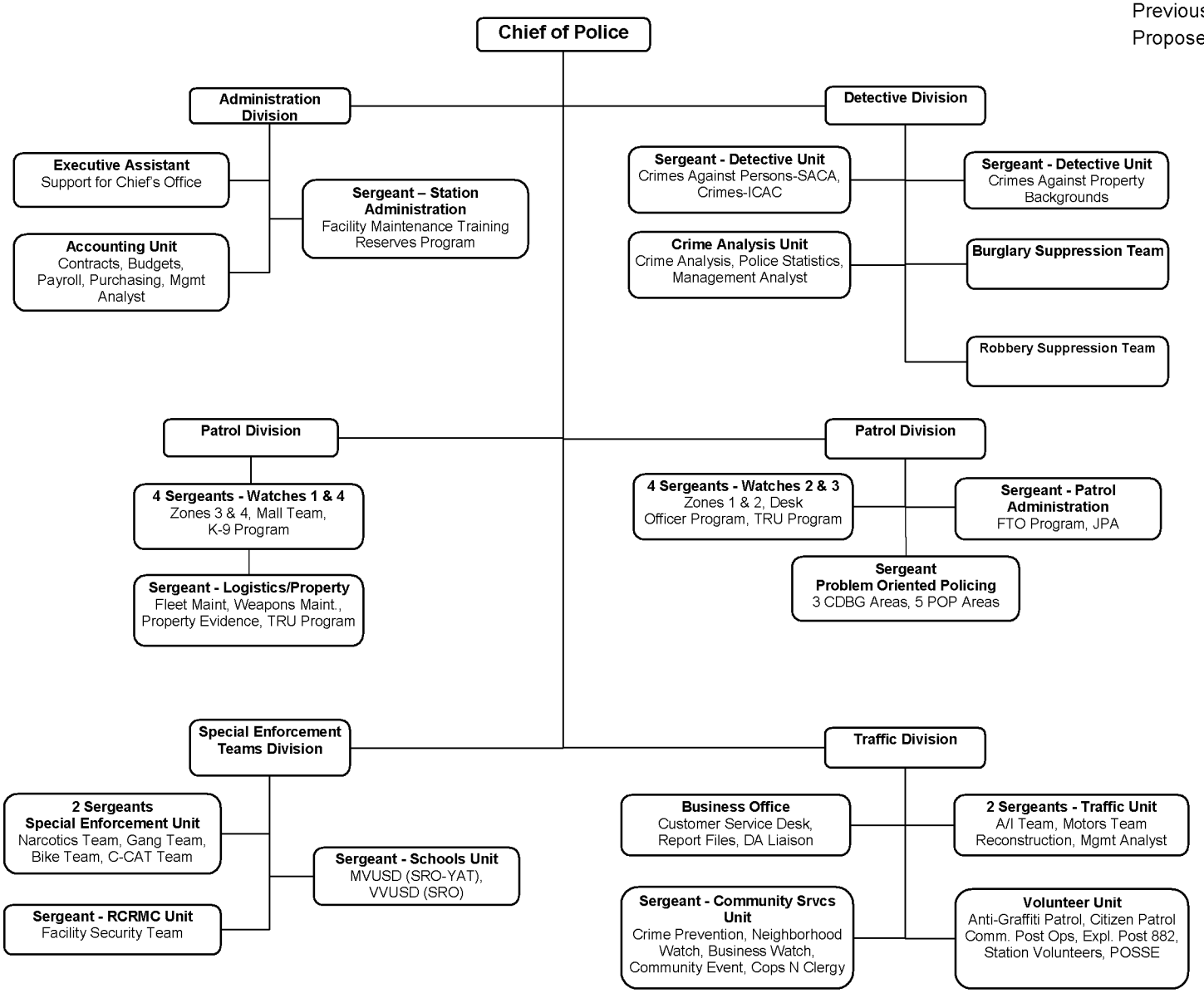

Note: The Organization Chart has been updated and will not identify any staffing reductions which occurred prior to FY 2011/12.

City of Moreno Valley
FY 2013/14 - 2014/15 Position Summary Report by Department

Department / Position Title		FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
Police									
Executive Asst I	FT	-	1	-	1	-	1	-	1
Management Analyst	FT	-	2	-	2	-	2	-	2
TOTAL - Police		**-**	**3**	**-**	**3**	**-**	**3**	**-**	**3**

Department / Position Title	FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
Police (Non-Sworn)								
Police Administration								
Community Services Officer I	-	-	-	-	1.0	1.0	-	1.0
Accounting Technician	-	1.0	-	1.0	-	1.0	-	1.0
Senior Accounting Assistant	-	1.0	-	1.0	-	1.0	-	1.0
Accounting Assistant II	-	2.5	-	2.5	-	2.5	-	2.5
Supervising Office Assistant II	-	1.0	-	1.0	-	1.0	-	1.0
Supervising Office Assistant I	-	1.0	-	1.0	-	1.0	-	1.0
Office Assistant III	-	2.0	1.0	3.0	-	3.0	-	3.0
Office Assistant II	-	14.0	(2.0)	12.0	-	12.0	-	12.0
Police Patrol								
Community Services Officer II	-	13.0	-	13.0	-	13.0	-	13.0
Sheriff's Service Officer II	-	3.0	-	3.0	-	3.0	-	3.0
Police Traffic								
Community Services Officer II	-	5.0	-	5.0	(1.0)	4.0	-	4.0
Police Community Services								
Community Services Officer I	-	3.0	-	3.0	(1.0)	2.0	-	2.0
Police Detectives								
Forensic Technicians	-	2.0	-	2.0	-	2.0	-	2.0
Community Services Officer II	-	-	-	-	1.0	1.0	-	1.0
Sheriff's Service Officer II	-	1.0	-	1.0	-	1.0	-	1.0
Police POP								
Community Services Officer I	-	2.0	-	2.0	-	2.0	-	2.0
Police CCAT	-							
Sheriff's Service Officer II	-	1.0	-	1.0	-	1.0	-	1.0
TOTAL - Police (Non-Sworn)	**-**	**52.5**	**(1.0)**	**51.5**	**-**	**51.5**	**-**	**51.5**

City of Moreno Valley
FY 2013/14 - 2014/15 Position Summary Report by Department

Department / Position Title	FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
Police (Sworn)								
Police Administration								
Captain	-	1.0	-	1.0	-	1.0	-	1.0
Lieutenant	-	1.0	-	1.0	-	1.0	-	1.0
Sergeant	-	1.0	-	1.0	-	1.0	-	1.0
Deputy - Community Services	-	-	-	-	1.0	1.0	-	1.0
Police Patrol								
Lieutenant	-	2.0	-	2.0	-	2.0	-	2.0
Sergeant	-	10.0	-	10.0	-	10.0	-	10.0
Deputy	-	74.0	-	74.0	-	74.0	-	74.0
Deputy (Includes 2 K-9 Officers)	-	2.0	-	2.0	-	2.0	-	2.0
Deputy (Burglary Suppression)	-	2.0	-	2.0	(2.0)	-	-	-
Deputy (Robbery Suppression)	-	2.0	-	2.0	(2.0)	-	-	-
Deputy (SET Gangs)	-	2.0	-	2.0	(2.0)	-	-	-
Police Mall								
Deputy	-	2.0	-	2.0	-	2.0	-	2.0
Police Traffic								
Lieutenant	-	1.0	-	1.0	-	1.0	-	1.0
Sergeant	-	2.0	-	2.0	-	2.0	-	2.0
Motors	-	10.0	-	10.0	(4.0)	6.0	-	6.0
Accident Investigators	-	8.0	-	8.0	(2.0)	6.0	-	6.0
Police Community Services								
Sergeant	-	2.0	-	2.0	-	2.0	-	2.0
Deputy - Community Services	-	3.0	-	3.0	(1.0)	2.0	-	2.0
Deputy - Graffiti Prevention	-	1.0	-	1.0	-	1.0	-	1.0
Deputy - School Resource Officer	-	1.0	-	1.0	(1.0)	-	-	-
Police Detectives								
Lieutenant	-	1.0	-	1.0		1.0	-	1.0
Sergeant	-	2.0	-	2.0		2.0	-	2.0
Investigator	-	17.0	-	17.0		17.0	-	17.0
Deputy (Burglary Suppression)	-	2.0	-	2.0	-	2.0	-	2.0
Deputy (Robbery Suppression)	-	-	-	-	2.0	2.0	-	2.0
Police POP								
Sergeant	-	2.0	-	2.0		2.0	-	2.0
Problem Oriented Policing Officers	-	8.0	-	8.0	(4.0)	4.0	-	4.0
Deputy (Detectives 290 Registration Officer)	-	1.0	-	1.0	(1.0)	-	-	-
Police SET								
Lieutenant	-	1.0	-	1.0		1.0	-	1.0
Sergeant	-	2.0	-	2.0		2.0	-	2.0
Deputy (Gang Officers)	-	9.0	-	9.0	(4.0)	5.0	-	5.0
Deputy (Narcotics Officers)	-	5.0	-	5.0	(4.0)	1.0	-	1.0
Deputy (Narcotics K-9 Officer)	-	1.0	-	1.0	-	1.0	-	1.0
Gang Task Force Officer	-	1.0	-	1.0	(1.0)	-	-	-
Police CCAT								
Deputy	-	2.0	-	2.0	-	2.0	-	2.0
TOTAL - Police (Sworn)	**-**	**181.0**	**-**	**181.0**	**(25.0)**	**156.0**	**-**	**156.0**

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
60 Police								
1010 GENERAL FUND	40010 Police Admin	$ 3,192,539	$ 3,416,492	$ 3,916,547	$ (2,024,321)	$ (5,940,868)	$ (2,164,729)	$ (140,408)
	40110 Patrol	21,532,415	20,761,234	21,879,246	21,345,170	(534,076)	22,357,983	1,012,813
	40111 Towngate Mall	460,969	468,433	473,362	521,846	48,484	547,515	25,669
	40210 Traffic Enforcement	5,241,774	5,413,754	5,948,559	6,207,878	259,319	6,462,938	255,060
	40220 Community Services	1,072,315	1,110,489	1,141,951	1,007,058	(134,893)	1,049,421	42,363
	40310 Detective Unit	1,094,638	1,135,342	1,251,127	2,923,256	1,672,129	3,057,677	134,421
	40311 Crime Prevention	-	-	-	-	-	-	-
	40312 People Oriented Policing	2,384,927	2,442,682	2,559,655	2,483,855	(75,800)	2,602,624	118,769
	40410 Special Enforcement	4,177,688	4,351,293	4,164,313	5,474,992	1,310,679	5,998,534	523,542
2410 SLESF GRANTS	76012 SLESF Grant	188,741	301,305	315,970	-	(315,970)	-	-
2705 OTS GRANTS PUBLIC SAFETY	76018 Pedestrian Safety/Public Ed	-	-	-	-	-	-	-
	76109 Office of Traffic Safety	(593)	-	-	-	-	-	-
	76110 DUI Enforce & Awareness AL1029	62,037	-	51,200	51,200	-	51,200	-
	76111 DUI Enforce & Awareness AL1142	142,066	60,912	-	-	-	-	-
	76112 DUI Enf & Awareness Grant	-	131,430	59,000	-	(59,000)	-	-
	76208 Avoid the 30 AL0842	2,829	-	30,000	30,000	-	30,000	-
	76211 Avoid the 30 AL1104	24,674	1,167	-	-	-	-	-
	76212 Avoid the 30 Program	-	8,553	9,500	-	(9,500)	-	-
	76213 Avoid the 30 Grant #AL1387	-	-	18,000	-	(18,000)	-	-
	76310 Click It or Ticket CT10272	5,019	-	-	-	-	-	-
	76410 Sobriety Checkpoint SC10272	83,219	-	-	-	-	-	-
	76601 STEP Grant #PT1303	-	-	90,000	-	(90,000)	-	-
2715 JAG GRANTS	76508 JAG 2007-08 DJ-BX-0146	10,850	-	-	-	-	-	-

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
	76509 JAG 2008-09 SB-59-2366	39,408	26,263	128,900	-	(128,900)	-	-
	76510 JAG 2009-10 DD-BX-0445	91,997	150,488	435,000	-	(435,000)	-	-
2720 COPS TECH GRANTS	76015 COPS 2008 CK-WX-0512	30,771	-	-	-	-	-	-
2725 ICEP TASK FORCE	76014 ICEP Task Force	2,176	-	-	-	-	-	-
2803 TARGET GRANT - PD	76017 Target Grant - PD	-	-	-	-	-	-	-
60 Police Total		**$ 39,840,458**	**$ 39,779,836**	**$ 42,472,330**	**$ 38,020,934**	**$ (4,451,396)**	**$ 39,993,163**	**$ 1,972,229**

MV00206855

PUBLIC WORKS DEPARTMENT

Department Description

The Public Works Department is the largest "non-public safety" full-service department in the City of Moreno Valley consisting of five divisions. The Public Works department is responsible for public works administration, city engineering, maintenance of public facilities located within the street right-of-way, electric service to new development in residential, commercial and industrial areas, solid waste collection and disposal, design and construction of City-built capital improvements, and administration of traffic facilities and related activities.

❒ Public Works Administration Division

Analysis of regional, state and federal legislative actions concerning public works issues. Coordination with local and regional agencies for flood control, water and wastewater supply and disposal, and planning for public utilities. Administration of all public works budgets and emergency response to disasters.

❒ Capital Projects Division

Capital Projects Division is responsible for the preparation of the annual capital improvement plan budget. The Division is also responsible for the contract administration of a broad spectrum of infrastructure projects such as constructing storm drains, channels, sanitary sewers, water pipelines, electrical & communication ducts and structures, street lights, widening and rehabilitation of interchanges and roadways, curb and gutter, medians, bikeways & bridges, installing and upgrading traffic signals and on occasion building facilities and parks. The Division also provides Real Property services to all departments in the City. These services include acquisitions/negotiations, appraisal reviews, cost estimates, legal description review, title and escrow services. The Division also administers the City's Disadvantaged Business Enterprise (DBE) program for public projects, Americans with Disabilities Act (ADA) Transition Plan, Intergovernmental Agency/Utility Coordination, grant application and management, Citywide Standard Plan Update and Development Impact Fee/Transportation Uniform Mitigation Fee Network and Cost support.

❒ Electric Utility Division/Moreno Valley Utility ("MVU")

The Electric Utility Division, or Moreno Valley Utility ("MVU"), is responsible for providing reliable electric service to residential, commercial, and industrial customers of new developments within the City of Moreno Valley. MVU is responsible for resource management, finance and administration, legislative and regulatory compliance, strategic planning, and public benefit program development and implementation. MVU is also responsible for managing a long term agreement with ENCO Utility Services Moreno Valley, LLC ("ENCO") that was approved in late 2003. Under that agreement, ENCO provides operations and maintenance, construction support, customer service, meter reading, billing, emergency response, and other services.

❒ Maintenance and Operations Division

The Maintenance and Operations Division maintains public streets, public drainage systems, and rights-of-way, including: pavement and roadway shoulder repair & rehabilitation; curbs, gutters and sidewalks; storm drain and catch basin inspection and cleaning; parkway tree trimming and removals; street sweeping; right-of-way litter and weed

abatement; and graffiti abatement. Additionally, this Division maintains vehicles, equipment and related services for the entire City, responds to illegal dumping, hazardous materials spills, storms and other emergencies, and is responsible for the administration of the City's solid waste services, recycling programs and recycling public education campaigns. Staff also serves as the City representative to the Riverside County Solid Waste Local Task Force, Western Riverside Council of Government's Solid Waste Technical Committee and Western Riverside Council of Government's Clean Cities Coalition.

❒ Transportation Division

Transportation Engineering is responsible for improving safety and mobility for all roadway users, including pedestrians, persons with disabilities, bicyclists, cars, and trucks. Emphasis is placed on both the regional and sub-regional arterial roadway system to address continuously increasing vehicular traffic demand. Focused efforts provide for street and intersection widening, improved access management, new and modified traffic signals, modified signing and striping, constructing modern roundabouts, and implementing Intelligent Transportation Systems (ITS). Additionally, staff maintains the highest degree of maintenance and functionality for the 180 existing traffic signals to minimize delay and congestion. Signal coordination is provided on multiple arterial roadways to allow for efficient traffic flow. Transportation Engineering administers the adult school crossing guard and residential speed management programs, and performs all studies relating to the Traffic Safety Commission.

Department and Division Mission Statements

The Mission of **Public Works Department** is
To manage and maximize Moreno Valley's public infrastructure investment to enhance the quality of life today, while striving to develop and implement innovative solutions for tomorrow.

The Mission of **Administration Division** is
To provide leadership and support for the Public Works team through expertise and customer care.

The Mission of **Transportation Engineering Division** is
To promote vibrant communities by developing and maintaining a safe, efficient, and sustainable transportation infrastructure system for all users.

The Mission of **Capital Projects Division** is
To deliver a broad spectrum of quality public infrastructure projects safely, efficiently, and responsibly.

The Mission of **Maintenance & Operations Division** is
To maintain public infrastructure and provide quality services in a reliable, responsible, and effective manner that enhances public trust and community pride.

The Mission of **Electric Utility Division** is

To provide safe, reliable, and economical public electric service with a focus on customer needs, infrastructure enhancement, growth, and responsible resource management.

Department and Division Goals

❒ Public Works Administration Division

- Provide leadership and support to all divisions in pursuit of planning and implementing the City's infrastructural needs consistent with the Economic Action Plan.
- Involvement at, and outreach to, the community groups to announce and better explain current and upcoming public works projects and programs.
- Pursuit of federal, state and local grant funding for various projects and programs especially for much needed but deferred citywide storm drain and street pavement improvements and maintenance.
- Provide leadership and support to Capital Projects Division to update the City's Transportation Uniform Mitigation Fee (TUMF) Network through collaborative efforts working with the Western Riverside Council of Governments (WRCOG).
- Provide leadership and support to all divisions to lead their newly established mission statements by example.
- Continue to set values, lead by example, and monitor the department's quality customer service, customer care and same day response.
- Continue to provide leadership and support to all divisions in assessing operational and budgetary statuses throughout the department and implement changes to make the operation most efficient.

❒ Capital Projects Division

- Open new eastbound on/off freeway ramps at SR60/Moreno Beach Interchange to the public by August 2013.
- Connect Eucalyptus Avenue to Moreno Beach Drive and open to public by September 2013.
- Open SR60/Nason Street Bridge Overcrossing roadway to the public by March 2014.
- Complete construction of the $4M Line F Stage 2 concrete lined trapezoidal channel between Oliver Street and Grande Vista Drive (north of Iris Avenue and south of Cactus Avenue) by December 2013.
- Open the $1.2M Cactus Avenue, between I-215 and Veterans Way, Roadway Widening Project to the public by October 2014.
- Assist March JPA in completing the Environmental Impact Report for the Heacock Channel Project by December 2014.
- Complete the upcoming FY 14/15 Capital Improvement Plan Budget for City Council approval by June 2014.
- Continue to collaboratively work with Western Riverside Council of Governments (WRCOG) to update the City's Transportation Uniform Mitigation Fee (TUMF) Network to stay current with the City's Economic Development Action Plan.
- Continue to deliver capital improvement projects in a fiscally responsible manner.

❒ Electric Utility Division/Moreno Valley Utility ("MVU")

- Continue to develop and expand the Moreno Valley Electric Utility to ensure economic viability by performing the following:
    1. Begin building reserves as recommended in the Cost-of-Service Study.
    2. Pay outstanding debt to RDA and Special Districts.
    3. Maintain and update 10 year financial/energy forecast.
    4. Ensure that purchases of energy related products are at the lowest possible cost while striving to comply with state mandates for renewable energy.
- Develop and implement an Energy Risk Management Policy for MVU to provide guidance regarding the purchase and sale of energy related products.
- Develop and implement a disaster preparedness procedure for MVU.
- Expand existing public purpose programs to include programs designed for low-income residential customers.
- Expand the use of electric facility maps through mobile GIS.
- Coordinate with the Utilities Commission on the development of reports to convey information about MVU operations.
- Identify and improve internal processes that will enhance service to MVU customers, both internal and external.

❒ Maintenance and Operations Division

- Implement a "Check Your Number" Mileage Awareness Used Oil Recycling Public Education Campaign.
- Expand the existing Multi-Family Recycling Outreach Program.
- Expand the current Open Channel Maintenance Program to include an initiation of a complete inventory and annual maintenance schedule for culverts within the right-of-way.
- Initiate a "Spot" Pavement Removal and Reconstruction Pilot Program for localized areas of severely distressed pavement.
- Enhance the existing street sweeping program by improving the integration of the sweeping of arterial/collector street medians within the overall monthly street sweeping schedule.
- Transition to the use of biodegradable and recycled oil/fluids within City maintained vehicles/equipment wherever feasible to minimize environmental impacts.
- Enhance work zone safety and visibility by implementing LED lighting retrofits for City maintained vehicles/equipment utilized in construction/maintenance zones within the right-of-way.
- Develop Comprehensive Vehicle Replacement Criteria.

❒ Transportation Division

- Complete the Transportation Management Center Project (TMC).
- Complete intertie with Caltrans to allow viewing and monitoring of surrounding freeway conditions.
- Stripe 10 miles of new Class II bike lanes.
- Achieve an annual 5% reduction in City-wide injury collisions through continued high collision location monitoring and mitigation program.
- Explore the feasibility of the City assuming operational responsibility for Caltrans owned traffic signals at freeway interchanges.
- Obtain funding and retrofit all existing traffic signals with pedestrian countdown timers.
- Obtain funding and retrofit all existing traffic signals with Emergency Vehicle Pre-Emption.
- Update the City's Bicycle Master Plan.
- Coordinate the traffic signals on Nason Street from Iris Avenue to SR-60.

Public Works Department

Proposed Additions:
FY 2013/14
FY 2014/15

Previously Defunded
Proposed Reductions

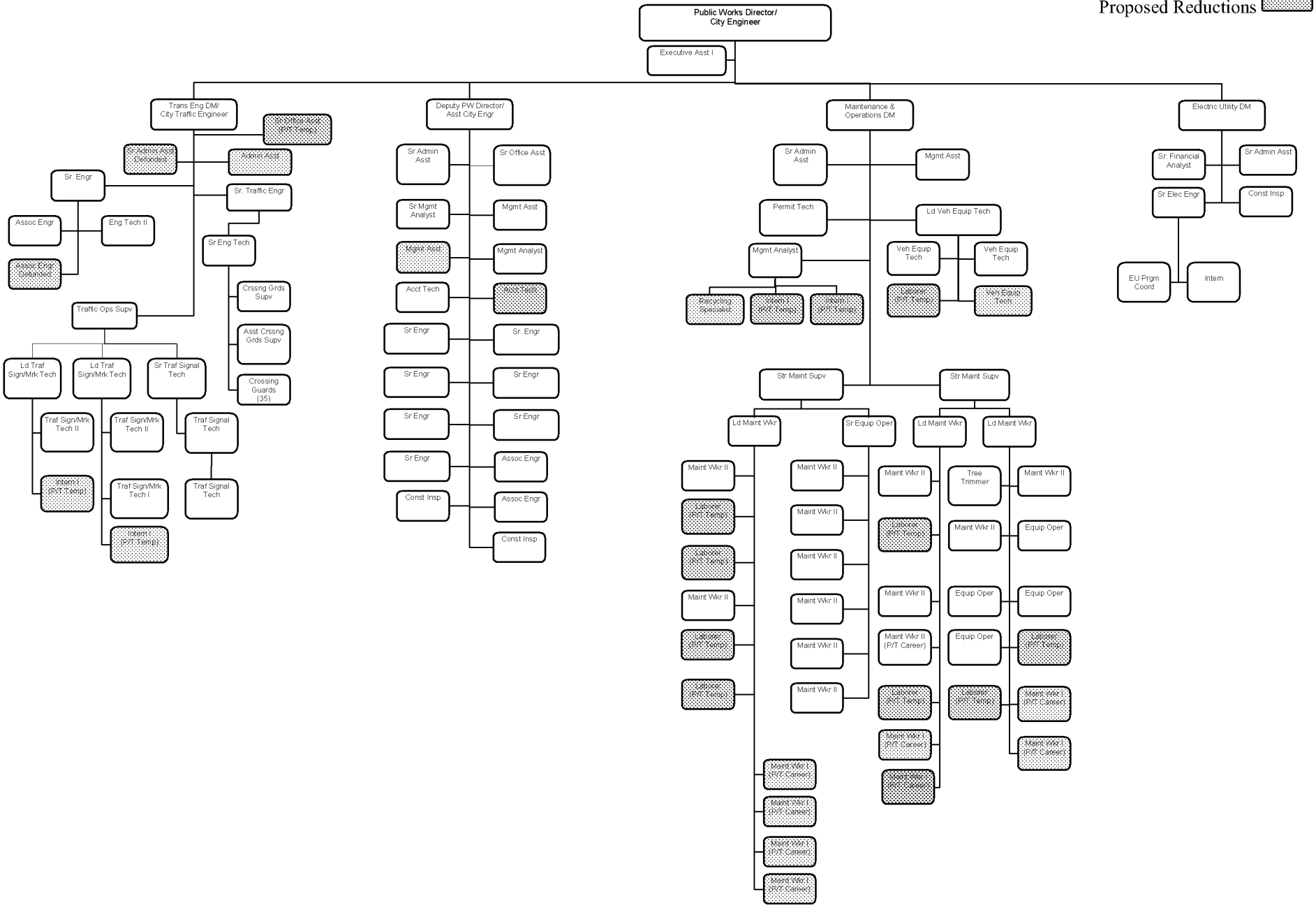

Note: The Organization Chart has been updated and will not identify any staffing reductions which occurred prior to FY 2011/12.

MV00206861

City of Moreno Valley
FY 2013/14 - 2014/15 Position Summary Report by Department

Department / Position Title		FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
Public Works									
Accounting Technician	FT	-	2	-	2	(1)	1	-	1
Administrative Asst	FT	-	-	-	-	1	1	-	1
Assoc Environmental Engineer	FT	(1)	-	-	-	-	-	-	-
Associate Engineer	FT	(3)	3	-	3	-	3	-	3
Asst Crossing Guard Spvr	P/T	-	1	-	1	-	1	-	1
Construction Inspector	FT	(1)	3	-	3	-	3	-	3
Crossing Guard	P/T	-	35	-	35	-	35	-	35
Crossing Guard Supervisor	FT	-	1	-	1	-	1	-	1
Dep PW Dir /Asst City Engineer	FT	-	1	-	1	-	1	-	1
Electric Utility Division Mgr	FT	-	1	-	1	-	1	-	1
Electric Utility Program Coord	FT	-	1	-	1	-	1	-	1
Engineering Division Manager	FT	(1)	-	-	-	-	-	-	-
Engineering Technician I I	FT	-	1	-	1	-	1	-	1
Environmental Analyst	FT	(1)	-	-	-	-	-	-	-
Equipment Operator	FT	-	4	-	4	-	4	-	4
Executive Asst I	FT	-	1	-	1	-	1	-	1
Fleet Supervisor	FT	-	-	-	-	-	-	-	-
Lead Maintenance Worker	FT	-	3	-	3	-	3	-	3
Lead Traffic Sign/Marking Tech	FT	-	2	-	2	-	2	-	2
Lead Vehicle / Equip Tech	FT	-	1	-	1	-	1	-	1
Maint & Operations Div Mgr	FT	-	1	-	1	-	1	-	1
* Maintenance Worker I	P/T	-	-	-	-	7	7	1	8
Maintenance Worker II	FT	-	12	-	12	-	12	-	12
Maintenance Worker II	P/T	-	1	-	1	-	1	-	1
Management Analyst	FT	(1)	1	1	2	-	2	-	2
Management Asst	FT	-	2	-	2	1	3	-	3
Permit Technician	FT	(1)	1	-	1	-	1	-	1
PW Director / City Engineer	FT	-	1	-	1	-	1	-	1
PW Program Manager	FT	-	-	-	-	-	-	-	-
* Recycling Specialist	FT	-	-	-	-	1	1	-	1
Resource Analyst	FT	-	-	-	-	-	-	-	-
Sr Administrative Asst	FT	(1)	3	-	3	-	3	-	3
Sr Electrical Engineer	FT	-	1	-	1	-	1	-	1
Sr Engineer, P.E.	FT	(3)	8	-	8	-	8	-	8
Sr Engineering Technician	FT	-	1	-	1	-	1	-	1
Sr Equipment Operator	FT	-	1	-	1	-	1	-	1
Sr Financial Analyst	FT	-	1	-	1	-	1	-	1
Sr Management Analyst	FT	-	1	-	1	-	1	-	1
Sr Office Asst	FT	-	1	-	1	-	1	-	1
Sr Traffic Engineer	FT	-	1	-	1	-	1	-	1
Sr Traffic Signal Technician	FT	-	1	-	1	-	1	-	1
Storm Water Prog Mgr	FT	(1)	-	-	-	-	-	-	-
Street Maintenance Supervisor	FT	-	2	-	2	-	2	-	2
Traffic Operations Supervisor	FT	-	1	-	1	-	1	-	1
Traffic Sign / Marking Tech I	FT	-	1	-	1	-	1	-	1
Traffic Sign/Marking Tech I I	FT	-	2	-	2	-	2	-	2
Traffic Signal Technician	FT	-	2	-	2	-	2	-	2
Trans Div Mgr / City Traf Engr	FT	-	1	-	1	-	1	-	1
Tree Trimmer	FT	-	1	-	1	-	1	-	1
* Vehicle / Equipment Technician	FT	-	2	-	2	1	3	-	3
TOTAL - Public Works		**(14)**	**110**	**1**	**111**	**10**	**121**	**1**	**122**

* The Position Summary reflects the conversion of certain temporary positions into full time career positions.

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
70 Public Works								
1010 GENERAL FUND	45010 Public Works - Admin	$ 104,670	$ 178,112	$ 171,338	$ 172,355	$ 1,017	$ 172,937	$ 582
	45110 Transportation Eng - General	690,923	945,278	1,058,024	1,189,304	131,280	1,196,022	6,718
	45111 Traffic Signal Maintenance	681,656	801,268	764,831	569,403	(195,428)	572,016	2,613
	45112 Crossing Guards	566,065	48	-	-	-	-	-
	45120 Transportation Development Svcs	96,960	299	4,522	-	(4,522)	-	-
	45121 Transportation Inpection Svcs	37,353	-	-	-	-	-	-
	45122 Public Works - Sign/Striping	-	9,545	-	-	-	-	-
	45210 Capital Projects-General	56,171	-	34,024	-	(34,024)	-	-
	45211 Street Projects Engineering	8,968	8,997	8,900	8,900	-	8,900	-
	45310 Public Works - Solid Waste	144,833	140,686	153,001	152,133	(868)	152,951	818
	45311 Public Works - Street Maint	-	17	-	-	-	-	-
	45312 Public Works - Concrete Maint	-	100	-	-	-	-	-
	45314 Public Works - Graf Removal	4,500	4,538	4,500	4,500	-	4,500	-
	45315 Public Works - Tree Trimming	20,400	20,400	20,400	20,400	-	20,400	-
	45317 Storm Drain Channel Maintenance	-	-	-	20,000	20,000	20,000	-
2000 GAS TAX	45122 Public Works - Sign/Striping	3,078	876,271	960,771	1,000,140	39,369	1,030,160	30,020
	45130 Crossing Guards	788	565,341	556,460	641,319	84,859	644,096	2,777
	45220 Infrastructure Projects Eng	289,828	419,114	456,361	486,237	29,876	497,461	11,224
	45311 Public Works - Street Maint	1,654,873	1,831,069	1,861,775	1,982,581	120,806	2,011,971	29,390

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City of Moreno Valley
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DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
	45312 Public Works - Concrete Maint	2,835	360,278	403,247	407,129	3,882	409,347	2,218
	45314 Public Works - Graf Removal	310,666	322,895	377,834	381,594	3,760	383,743	2,149
	45315 Public Works - Tree Trimming	373,341	437,059	429,367	433,697	4,330	436,171	2,474
2001 MEASURE A	45122 Public Works - Sign/Striping	655,794	3,061	-	200,000	200,000	200,000	-
	45230 Measure A	284,912	323,103	448,794	451,795	3,001	453,510	1,715
	45311 Public Works - Street Maint	314,034	15,199	-	710,000	710,000	200,000	(510,000)
2005 AIR QUALITY MANAGEMENT	45140 Air Quality Management	15,049	15,000	18,246	18,246	-	18,246	-
	45141 Street Sweeping Program	-	(34)	-	-	-	-	-
	45340 Public Works-Street Sweeping	188,426	191,793	201,064	203,202	2,138	204,494	1,292
2006 SPEC DIST ADMIN	45410 Special Districts - General	1,038,845	865,476	-	-	-	-	-
	45411 St Maint for Special Districts	-	-	-	-	-	-	-
2007 STORM WATER MAINTENANCE	45340 Public Works-Street Sweeping	176,219	254,111	253,173	254,037	864	254,531	494
	45341 Public Works-Catch Basin Maint	126,385	173,628	194,912	196,711	1,799	197,739	1,028
2008 STORM WATER MANAGEMENT	45340 Public Works-Street Sweeping	-	-	-	-	-	-	-
	45351 Public Works - Storm Drains	-	-	-	-	-	-	-
2010 CFD #4M	45470 CFD #4M	27,886	19,930	-	-	-	-	-
2200 BEVERAGE CONTAINER RECYCLING	77311 Beverage Container Recycling	15,053	46,650	24,821	55,300	30,479	55,300	-
2206 USED OIL BLOCK GRANTS	77401 UBG15 Used Oil Recyclg Fd09/10	723	24,353	25,148	-	(25,148)	-	-
	77408 UBG13 Used Oil Recyclg FD07/08	-	-	4,473	-	(4,473)	-	-

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
	77409 UBG14 Used Oil Recyclg FD08/09	27,794	-	-	-	-	-	-
2207 OIL PAYMENT GRANT	77410 OPP 1A - FY 2009/10	-	-	7,674	-	(7,674)	-	-
	77411 OPP 1 - FY 2010/11	-	56,861	52,635	-	(52,635)	-	-
	77412 OPP 2 - FY 2011/12 & FY 2012/13	-	3,222	-	-	-	-	-
	77413 OPP2 Grant	-	-	-	56,630	56,630	56,630	-
2209 TIRE RUBBERIZED GRANTS	77351 TRI16-06-1 Targeted Rubberized	-	93,526	-	-	-	-	-
	77352 Rubberized Pavement Grant	-	-	-	-	-	-	-
2509 FHWA TRANSIMS	45150 FHWA TRANSIMS Deployment	53,048	-	-	-	-	-	-
4011 ASSMT DIST 98-1 DEBT SERVICE	45475 Assessment District 98-1	3,508	0	-	-	-	-	-
4015 CTRPT 87-4	45476 Centerpointe 87-4	-	-	-	-	-	-	-
4019 CFD#5 STONERIDGE	45477 CFD #5 Stoneridge	388,480	369,738	-	-	-	-	-
4020 CFD#4I INFRASTRUCTURE	45478 CFD #4I Infrastructure	-	-	-	-	-	-	-
5012 ZONE B STREET LIGHTS	45415 Residential Street Lighting	1,605,917	1,502,323	-	-	-	-	-
5013 ZONE E EXTENDED LANDSCAPE	45425 Standard Landscape	-	(112)	-	-	-	-	-
	45430 Extensive Landscape	891,767	866,344	-	-	-	-	-
	45431 Ext Landscape - Towngate	233,789	157,268	-	-	-	-	-
	45432 Ext Landscape - Hidden Springs	358,636	240,393	-	-	-	-	-
	45433 Ext Landscape - Warmington	235,253	255,087	-	-	-	-	-
	45434 Ext Landscape - Landmark	281,176	183,286	-	-	-	-	-
	45435 Ext Landscape - MV Development	51,809	53,094	-	-	-	-	-

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Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
	45436 Ext Landscape - Centerpointe	70,911	73,487	-	-	-	-	-
	45437 Zone E1-A Renaissance Park	31,864	22,556	-	-	-	-	-
	45438 Zone E4-A Daybreak Div.	5,401	7,083	-	-	-	-	-
	45439 Zone E3A	19,580	14,197	-	-	-	-	-
	45440 E8 - Promontory Park	30,335	22,933	-	-	-	-	-
	45441 E15 - Celebrations	18,796	19,887	-	-	-	-	-
	45442 E14 - Mahogany	57,609	63,046	-	-	-	-	-
	45443 E12 - Stoneridge	45,916	43,126	-	-	-	-	-
5110 ZONE C ARTERIAL ST LIGHTS	45420 Arterial Street Lighting	751,807	788,405	-	-	-	-	-
5111 ZONE D STANDARD LANDSCAPE	45425 Standard Landscape	1,018,023	982,097	-	-	-	-	-
5112 ZONE M MEDIANS	45460 Median Fund	220,321	211,567	-	-	-	-	-
5114 ZONE S	45465 Zone S	61,107	66,323	-	-	-	-	-
6010 ELECTRIC	45510 Electric Utility - General	12,344,359	14,806,805	15,268,462	15,591,767	323,305	15,862,669	270,902
	45511 Public Purpose Program	482,152	329,070	690,000	721,300	31,300	846,300	125,000
6011 ELECTRIC - PUBLIC PURPOSE PRGMS	45511 Public Purpose Program	-	-	-	-	-	-	-
6020 2007 TAXABLE LEASE REVENUE BONDS	45520 2007 Taxable Lease Rev Bonds	1,433,876	1,410,668	1,834,883	1,835,144	261	1,830,995	(4,149)
6030 2005 LEASE REVENUE BONDS	45530 2005 Lease Revenue Bonds	217,740	212,658	318,338	322,763	4,425	322,263	(500)
7410 EQUIPMENT MAINTENANCE	45360 Equipment Maintenance	652,610	829,267	774,229	788,963	14,734	778,525	(10,438)
70 Public Works Total		**$ 29,484,819**	**$ 32,537,789**	**$ 27,382,207**	**$ 28,875,550**	**$ 1,493,343**	**$ 28,841,877**	**$ (33,673)**

City of Moreno Valley
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DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
99 Non-Department								
1010 GENERAL FUND	91010 Non-Dept General Fund	$ 4,599,122	$ 8,454,676	$ 3,946,400	$ 3,096,503	$ (849,897)	$ 3,547,103	$ 450,600
2000 GAS TAX	92000 Non-Dept Gas Tax	-	-	-	-	-	-	-
2001 MEASURE A	92001 Non-Dept Measure A	-	-	-	-	-	-	-
2006 SPEC DIST ADMIN	92006 Non-Dept Spec Dist Admin	90,291	-	-	-	-	-	-
2008 STORM WATER MANAGEMENT	92008 Non-Dept Storm Water Management	-	-	-	-	-	-	-
2011 PUB/EDUC/GOVT ACCESS PROG FD	92011 Non-Dept Pub Ed/Govt Access	-	-	-	-	-	-	-
2016 DISASTER	92016 Non-Dept Disaster	-	-	390,300	-	(390,300)	-	-
2200 BEVERAGE CONTAINER RECYCLING	92200 Non-Dept Beverage Container Recycling	-	-	-	-	-	-	-
2201 CHILD CARE GRANT	92201 Non-Dept Child Care Grant	-	-	-	-	-	-	-
2202 ASES PROGRAM GRANT	92202 Non-Dept Stars Program Grant	-	-	-	-	-	-	-
2205 PAL GRANTS	92205 Non-Dept PAL Grants	-	-	-	-	-	-	-
2206 USED OIL BLOCK GRANTS	92206 Non-Dept Used Oil Block Grants	-	-	-	-	-	-	-
2400 PAL GRANTS	92400 Non-Dept PAL Grants	-	-	-	-	-	-	-
2504 EPA GRANT-BOX SPRINGS WATER	92504 Non-Dept EPA Grant-Box Springs Water	-	-	-	-	-	-	-
2512 COMM DEV BLOCK GRANT (CDBG)	92512 Non-Dept Comm Dev Block Grant (CDBG)	-	-	-	-	-	-	-
2513 CDBG RECOVERY ACT OF 2009	92513 Non-Dept CDBG Recovery Act Of 2009	107,841	-	-	-	-	-	-
2705 OTS GRANTS PUBLIC SAFETY	92705 Non-Dept OTS Grants Public Safety	-	-	-	-	-	-	-
2800 SCAG ARTICLE 3 FUND	92800 Non-Dept SCAG Article 3 Fund	-	-	-	-	-	-	-
2901 DIF - ARTERIAL STREETS	92901 Non-Dept DIF - Arterial Streets	1,413,675	5,474,700	1,679,700	1,118,200	(561,500)	1,120,200	2,000

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2902 DIF - TRAFFIC SIGNALS	92902 Non-Dept DIF - Traffic Signals	-	1,530,000	780,000	720,000	(60,000)	720,000	-
2903 DIF - FIRE	92903 Non-Dept DIF - Fire	254,008	254,000	254,000	256,400	2,400	257,200	800
2904 DIF - POLICE	92904 Non-Dept DIF - Police	676,810	676,800	676,800	678,600	1,800	677,600	(1,000)
2905 DIF-PARKLAND FACILITIES	92905 Non-Dept DIF - Parkland Facilities	-	325,833	70,000	70,000	-	70,000	-
2906 DIF-QUIMBY IN-LIEU PARK FEES	92906 Non-Dept DIF - Quimby In-Lieu Park Fees	-	51,775	621,300	621,300	-	621,300	-
2907 DIF-REC CENTER	92907 Non-Dept DIF - Rec Center	-	-	-	-	-	-	-
2908 DIF-LIBRARY	92908 Non-Dept DIF - Library	-	4,000,000	-	-	-	-	-
2909 DIF-CITY HALL	92909 Non-Dept DIF - City Hall	-	-	400,000	-	(400,000)	-	-
2910 DIF-CORPORATE YARD	92910 Non-Dept DIF - Corporate Yard	-	2,500,000	-	-	-	-	-
2911 DIF-INTERCHANGE IMPROVEMENT	92911 Non-Dept DIF - Interchange Improvement	1,740,000	-	-	-	-	-	-
2912 DIF-MAINTENANCE EQUIPMENT	92912 Non-Dept DIF - Maintenance Equipment	-	-	-	-	-	-	-
2913 DIF-ANIMAL SHELTER	92913 Non-Dept DIF - Animal Shelter	-	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION	93000 Non-Dept Facility Construction	-	2,400,000	-	-	-	-	-
3001 CAPITAL IMPROVEMENTS	93001 Non-Dept Capital Improvements	-	-	-	-	-	-	-
3003 TUMF CAPITAL PROJECTS	93003 Non-Dept Tumf Capital Projects	-	-	-	-	-	-	-
3005 FIRE SERVICES CAPITAL	93005 Non-Dept Fire Services Capital	-	-	-	-	-	-	-
3006 PARKS & RECREATION CAPITAL PROJ	93006 Non-Dept Parks & Recreation Capital Proj	-	34,000	407,995	407,995	-	407,995	-
3007 PARK ACQUISITION & DEVELOPMENT	93007 Non-Dept Park Acquisition & Development	230	-	-	-	-	-	-
3301 DIF ARTERIAL STREETS CAPITAL PRO	93301 Non-Dept DIF Arterial Streets Capital Pro	-	60,659	727,903	727,903	-	727,903	-

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Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	93302 Non-Dept DIF Traffic Signal Capital Proj	-	-	-	-	-	-	-
3401 2005 LEASE REV BONDS-CAP ADMIN	93401 Non-Dept 2005 Lease Rev Bonds-Cap Admin	771	164	-	-	-	-	-
3405 TOWNGATE IMPR SPCL TAX CAP ADMIN	93405 Non-Dept Towngate Impr Spcl Tax Cap Admin	47,603	32,602	32,600	33,800	1,200	34,500	700
3406 2007 TWNGTE SPC TAX REF CAP ADM	93406 Non-Dept 2007 Twngte Spc Tax Ref Cap Adm	140,905	147,314	148,600	154,600	6,000	157,700	3,100
3407 AUTOMALL CAP-ADMIN	93407 Non-Dept Automall Cap-Admin	138,508	63,867	63,800	63,900	100	63,900	-
3451 WARNER RANCH ASDST	93451 Non-Dept Warner Ranch Asdst	7,269	-	800	-	(800)	-	-
3701 2005 LEASE REV BONDS-DEBT SVC	93701 Non-Dept 2005 Lease Rev Bonds-Debt Svc	2,641,743	2,646,120	2,650,800	2,642,900	(7,900)	2,650,400	7,500
3705 TOWNGATE IMPR SPCL TAX REF DEBTS	93705 Non-Dept Towngate Impr Spcl Tax Ref Debts	402,855	389,673	389,700	388,900	(800)	390,200	1,300
3706 TOWNGATE SPCL TAX REF DEBT SERV	93706 Non-Dept Towngate Spcl Tax Ref Debt Serv	1,155,349	1,162,894	1,162,900	1,165,600	2,700	1,170,900	5,300
3707 AUTOMALL REFIN-CFD#3 DEBT SERV	93707 Non-Dept Automall Refin-CFD#3 Debt Serv	1,424,150	1,062,588	393,500	86,300	(307,200)	85,100	(1,200)
3750 CH COP 97 DEBT SERVICE	93750 Non-Dept CH COP 97 Debt Service	6,021,090	-	-	-	-	-	-
3751 2011 PRIV PLACE REF 97 LRBS	93751 Non-Dept 2011 Priv Place Ref. 97 LRBS	3,272,000	386,032	403,750	340,400	(63,350)	338,000	(2,400)
3753 2011 PRIV PLMT REF 97 VAR COPS	93753 Non-Dept 2011 Priv Plmt Ref 97 Var Cops	4,343,500	787,318	792,320	787,000	(5,320)	787,500	500
3754 PUB SAFETY BOND DEBT SERVICE	93754 Non-Dept Pub Safety Bond Debt Service	4,345,967	-	-	-	-	-	-
3756 OPA SALES TAX #2	93756 Non-Dept OPA Sales Tax #2	449,473	1	-	-	-	-	-
4011 ASSMT DIST 98-1 DEBT SERVICE	94011 Non-Dept Assmt Dist 98-1 Debt Service	-	-	-	-	-	-	-
4015 CTRPT 87-4	94015 Non-Dept Ctrpt 87-4	-	-	-	-	-	-	-
4800 SUCCESSOR AGENCY ADMIN FUND	94800 Non-Dept Successor Agency Admin	-	900,124	5,696,351	2,313,752	(3,382,599)	2,405,000	91,248

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Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
	98010 Non-Dept RDA Administration	-	-	-	-	-	-	-
4820 SUCCESSOR AGENCY CAP PROJ	94820 Non-Dept Succ Agency Cap Project	-	(991,224)	-	-	-	-	-
5010 LIBRARY SERVICES	95010 Non-Dept Library Services	-	-	-	-	-	-	-
5011 ZONE A PARKS	95011 Non-Dept Zone A Parks	510,996	250,300	410,300	410,300	-	410,300	-
5012 ZONE B STREET LIGHTS	95012 Non-Dept Zone B Street Lights	-	-	-	-	-	-	-
5013 ZONE E EXTENDED LANDSCAPE	95013 Non-Dept Zone E Extended Landscape	-	-	-	-	-	-	-
5110 ZONE C ARTERIAL ST LIGHTS	95110 Non-Dept Zone C Arterial St Lights	-	-	-	-	-	-	-
5111 ZONE D STANDARD LANDSCAPE	95111 Non-Dept Zone D Standard Landscape	-	-	-	-	-	-	-
5113 CFD#1	95113 Non-Dept CFD#1	-	-	-	-	-	-	-
6010 ELECTRIC	96010 Non-Dept Electric	-	-	-	-	-	-	-
6020 2007 TAXABLE LEASE REVENUE BONDS	96020 Non-Dept 2007 Taxable Lease Revenue Bonds	-	-	-	-	-	-	-
6030 2005 LEASE REVENUE BONDS	96030 Non-Dept 2005 Lease Revenue Bonds	-	-	-	-	-	-	-
7010 GENERAL LIABILITY INSURANCE	97010 Non-Dept General Liability Ins	-	43,950	43,950	43,950	-	43,950	-
7110 WORKERS' COMPENSATION	97110 Non-Dept Workers Compensation	263,000	4,500	4,500	4,500	-	4,500	-
7210 TECHNOLOGY SERVICES	97210 Non-Dept Technology Services	-	(1,258,576)	-	-	-	-	-
7310 FACILITIES MAINTENANCE	97310 Non-Dept Facilities	855,025	1,138,511	740,163	816,063	75,900	816,563	500
7410 EQUIPMENT MAINTENANCE	97410 Non-Dept Equipment Maintenance	-	-	-	-	-	-	-
7510 EQUIPT REPLACEMENT RESERVE	88110 Non-Dept Vehicles	-	-	-	-	-	-	-
	88190 Non-Dept Other	352,255	296,905	623,579	1,498,600	875,021	286,181	(1,212,419)

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

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7911 GRAPHICS SUPPORT	97911 Non-Dept Graphics Support	-	-	-	-	-	-	-
8010 RDA ADMINISTRATION	98010 Non-Dept RDA Administration	-	-	-	-	-	-	-
8110 RDA CAPITAL PROJECTS	98110 Non-Dept RDA Capital Projects	-	-	-	-	-	-	-
8111 RDA 2007 TABS, SERIES A CAP PROJ	98111 Non-Dept RDA 2007 Tabs, Series A Cap Proj	-	-	-	-	-	-	-
8210 RDA HOUSING FUND	98210 Non-Dept RDA Housing Fund	-	-	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	98311 Non-Dept RDA Tax Increment Fund	2,285,357	1,328,768	-	-	-	-	-
8312 RDA 2007 TABS, SERIES A DEBT SV	98312 Non-Dept RDA 2007 Tabs, Series A Debt Sv	-	-	-	-	-	-	-
9110 GEN FIXED ASSET ACCT GROUP	99110 Non-Dept Gen Fixed Asset Acct Group	-	-	-	-	-	-	-
99 Non-Department Total		**$ 37,539,791**	**$ 34,154,272**	**$ 23,512,011**	**$ 18,447,466**	**$ (5,064,545)**	**$ 17,793,995**	**$ (653,471)**

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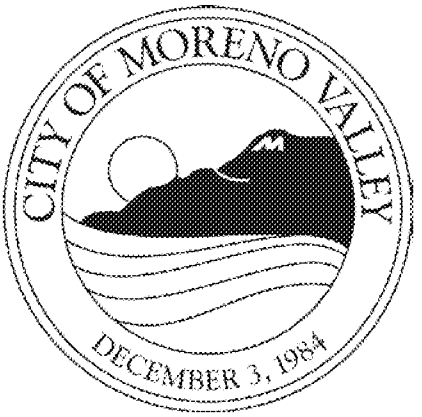
CITY OF MORENO VALLEY
DECEMBER 3, 1984

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
INTER-FUND EXPENSES

GL Account	FY 2013/14 Proposed	FY 2014/15 Proposed
1010-99-99-91010-902000 - Transfers out - to GAS TAX FUND	160,000	160,000
1010-99-99-91010-902008 - Transfers to STORM WATER MANAGEMENT	266,995	266,995
1010-99-99-91010-903751 - Transfers to 2011 PRIV PLACE REF. 97 LRBS	190,400	188,000
1010-99-99-91010-905010 - Transfers to LIBRARY SERVICES FUND	359,708	359,708
1010-99-99-91010-905011 - Transfers to ZONE "A" PARKS FUND	307,500	307,500
1010-99-99-91010-905012 - Transfers to ZONE "B" ST LGHT FUND	608,000	620,000
1010-99-99-91010-905110 - Transfers to ZONE "C" ART LGHT FUND	288,000	397,000
1010-99-99-91010-905112 - Transfers to ZONE "M" MEDIAN FUND	103,400	103,400
2901-99-95-92901-903701 - Transfers to 2005 LEASE REV BONDS-DEBT SVC	1,118,200	1,120,200
2902-99-95-92902-903302 - Transfers to DIF TRAFFIC SIGNAL CAPITAL PRO	720,000	720,000
2903-99-95-92903-903701 - Transfers to 2005 LEASE REV BONDS-DEBT SVC	256,400	257,200
2904-99-95-92904-903701 - Transfers to 2005 LEASE REV BONDS-DEBT SVC	678,600	677,600
2905-99-95-92905-903006 - Transfers to PARKS & RECREATION CAP PROJ FD	70,000	70,000
2906-99-95-92906-903006 - Transfers to PARKS & RECREATION CAP PROJ FD	621,300	621,300
3006-99-99-93006-902905 - Transfers to DIF - PARKLAND FACILITIES	406,860	406,860
3006-99-99-93006-902906 - Transfers to DIF - QUIMBY IN-LIEU PARK FEES	1,135	1,135
3301-99-99-93301-902901 - Transfers to DIF - ARTERIAL STREETS	727,903	727,903
3705-99-90-93705-903405 - Transfers to TWNGT IMPV SPCL TAX CAP ADMIN	33,800	34,500
3706-99-90-93706-903406 - Transfers to 2007 TWNGT SPCLTAX REF CAP ADM	154,600	157,700
3707-99-90-93707-903407 - Transfers to AUTOMALL CAP-ADMIN FUND	63,900	63,900
4800-99-99-94800-903701 - Transfers to 2005 LEASE REV BONDS-DEBT SVC	594,773	675,000
4800-99-99-94800-903705 - Transfers to TWNGT IMPV SPCL TAX REF DEBT S	277,181	280,000
4800-99-99-94800-903706 - Transfers to TWNGT SPCL TAX REFNDG DEBT SV	1,182,347	1,190,000
4800-99-99-94800-903707 - Transfers to AUTOML REFIN-CFD #3 DBT SVC FD	109,451	110,000
4800-99-99-94800-903751 - Transfers to 2011 PRIV PLACE REF. 97 LRBS	150,000	150,000
5011-99-99-95011-905010 - Transfers to LIBRARY SERVICES FUND	160,000	160,000
7010-99-99-97010-901010 - Transfers out - to GENERAL FUND	43,950	43,950
7110-99-99-97110-901010 - Transfers out - to GENERAL FUND	4,500	4,500
7310-99-99-97310-901010 - Transfers out - to GENERAL FUND	29,063	29,063
7310-99-99-97310-903753 - Transfers to 2011 PRIV PLMT REF 97 VAR COPS	787,000	787,500
7510-99-97-88190-901010 - Transfers out - to GENERAL FUND	837,025	40,277
7510-99-97-88190-902001 - Transfers to MEASURE "A" FUND	424,939	125,904
7510-99-97-88190-902011 - Transfers to PUB/EDUC/GOVT ACCESS PROG FD	-	-
7510-99-97-88190-905011 - Transfers to ZONE "A" PARKS FUND	116,636	-
	$ 11,853,566	**$ 10,857,095**

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
INTRA-FUND EXPENSES

GL Account	FY 2013/14 Proposed	FY 2014/15 Proposed
4800-99-99-94800-914851 - Transfers to - between cat Succ Agcy 2007 Debt Svc	2,258,884	2,250,259
4800-99-99-94800-914820 - Transfers to - between cat Successor Agency	-	-
6010-99-99-96010-926020 - Transfers to - within cat 2007 TAXABLE LEASE REV BONDS	1,831,644	1,827,495
6010-99-99-96010-926030 - Transfers to - within cat 2005 LEASE REVENUE BONDS	322,763	322,263
	$ 4,413,291	**$ 4,400,017**

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
INTER-FUND REVENUES

GL Account	FY 2013/14 Proposed	FY 2014/15 Proposed
2000-99-99-92000-801010 - Transfers in - from GENERAL FUND	160,000	160,000
2008-99-99-92008-801010 - Transfers in - from GENERAL FUND	266,995	266,995
3751-99-90-93751-801010 - Transfers in - from GENERAL FUND	190,400	188,000
5010-99-99-95010-801010 - Transfers in - from GENERAL FUND	359,708	359,708
5011-99-99-95011-801010 - Transfers in - from GENERAL FUND	307,500	307,500
5012-99-99-95012-801010 - Transfers in - from GENERAL FUND	608,000	620,000
5110-99-99-95110-801010 - Transfers in - from GENERAL FUND	288,000	397,000
5112-99-99-95112-801010 - Transfers in - from GENERAL FUND	103,400	103,400
3701-99-90-93701-802901 - Transfers in - from DIF - ARTERIAL STREETS	1,118,200	1,120,200
3302-99-99-93302-802902 - Transfers in - from DIF - TRAFFIC SIGNALS	720,000	720,000
3701-99-90-93701-802903 - Transfers in - from DIF - FIRE	256,400	257,200
3701-99-90-93701-802904 - Transfers in - from DIF - POLICE	678,600	677,600
3006-99-99-93006-802905 - Transfers in - from DIF - PARKLAND FACILITIES	70,000	70,000
3006-99-99-93006-802906 - Transfers in - from DIF - QUIMBY IN-LIEU PARK FEES	621,300	621,300
2905-99-95-92905-803006 - Transfers in - from PARKS & RECREATION CAP PROJ FD	406,860	406,860
2906-99-95-92906-803006 - Transfers in - from PARKS & RECREATION CAP PROJ FD	1,135	1,135
2901-99-95-92901-803301 - Transfers in - from DIF ARTERIAL STREETS CAPITAL P	727,903	727,903
3405-99-91-93405-803705 - Transfers in - from TWNGT IMPV SPCL TAX REF DEBT S	33,800	34,500
3406-99-91-93406-803706 - Transfers in - from TWNGT SPCL TAX REFNDG DEBT SV	154,600	157,700
3407-99-91-93407-803707 - Transfers in - from AUTOML REFIN-CFD #3 DBT SVC FD	63,900	63,900
3701-99-90-93701-804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	594,773	675,000
3705-99-90-93705-804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	277,181	280,000
3706-99-90-93706-804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	1,182,347	1,190,000
3707-99-90-93707-804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	109,451	110,000
3751-99-90-93751-804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	150,000	150,000
5010-99-99-95010-805011 - Transfers in - from ZONE "A" PARKS FUND	160,000	160,000
1010-99-99-91010-807010 - Transfers in - from GENERAL LIABILITY INS FUND	43,950	43,950
1010-99-99-91010-807110 - Transfers in - from WORKERS COMPENSATION FUND	4,500	4,500
1010-99-99-91010-807310 - Transfers in - from FACILITIES FUND (ADMIN/OPER)	29,063	29,063
3753-99-90-93753-807310 - Transfers in - from FACILITIES FUND (ADMIN/OPER)	787,000	787,500
1010-99-99-91010-807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	837,025	40,277
2001-99-99-92001-807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	424,939	125,904
2011-99-99-92011-807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	-	-
5011-99-99-95011-807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	116,636	-
	$ 11,853,566	**$ 10,857,095**

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
INTRA-FUND REVENUES

GL Account	FY 2013/14 Proposed	FY 2014/15 Proposed
4851-99-99-94851-814800 - Transfers in - bet categ Successor Agency	2,258,884	2,250,259
4820-99-99-94820-814800 - Transfers in - bet categ Successor Agency	-	-
6020-99-99-96020-826010 - Transfers from - within cat ELECTRIC FUND	1,831,644	1,827,495
6030-99-99-96030-826010 - Transfers from - within cat ELECTRIC FUND	322,763	322,263
	$ 4,413,291	**$ 4,400,017**

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
Fixed Assets

Fund	Section	Account	Asset Description	2012/13 Amended Budget	2013/14 Proposed Budget	2014/15 Proposed Budget
1010 GENERAL FUND						
18210	Animal Services	660312 - Mach-Equip, New - Vehicles	Animal Control Vehicles	$ -	$ 53,000	$ 53,000
30110	Fire Operations	660322 - Mach-Equip, Repl - Vehicles	Replace Squad 58	-	90,000	-
30110	Fire Operations	660399 - Mach-Equip, Repl - Other	Replace thermal imaging cameras	10,500	17,399	8,699
30310	Office of Emergency Mgmt & Vol	660399 - Mach-Equip, Repl - Other		-	-	-
40010	Police Admin	660215 - Buildings - Improvements		184,283	-	-
40110	Patrol	660320 - Mach-Equip, Repl - Furn & Equip		-	-	-
40110	Patrol	660410 - Computer, New - Hardware		-	7,500	-
40210	Traffic Enforcement	660322 - Mach-Equip, Repl - Vehicles		110,079	-	10,000
40210	Traffic Enforcement	660420 - Computer, Repl - Hardware		-	-	-
40310	Detective Unit	660410 - Computer, New - Hardware		-	-	-
40312	People Oriented Policing	660399 - Mach-Equip, Repl - Other		-	-	-
				304,862	**167,899**	**71,699**
2000 GAS TAX						
45311	Public Works - Street Maint	660322 - Mach-Equip, Repl - Vehicles		**25,000**	**-**	**-**
2001 MEASURE A						
45311	Public Works - Street Maint	660322 - Mach-Equip, Repl - Vehicles	Replace Asphalt Patch Truck, Street Sweeper, Emergency Response/Standby Vehicle, and Water Truck Tank	**-**	**710,000**	**200,000**
2511 FY10 EOC GRANT						
74011	EOC Grant	660398 - Mach-Equip, New - Other		200,000	-	-
74011	EOC Grant	660412 - Computer, New - Software		100,000	-	-
				300,000	**-**	**-**
2715 JAG GRANTS						
76509	JAG 2008-09 SB-59-2366	660398 - Mach-Equip, New - Other		90,500	-	-
76510	JAG 2009-10 DD-BX-0445	660324 - Mach-Equip, Repl - Comm, Radios		-	-	-
				90,500	**-**	**-**
5011 ZONE A PARKS						
35210	Park Maintenance - General	660312 - Mach-Equip, New - Vehicles	Mower	-	35,000	-
35210	Park Maintenance - General	660322 - Mach-Equip, Repl - Vehicles	Replace 3 trucks	-	130,000	-

MV00206877

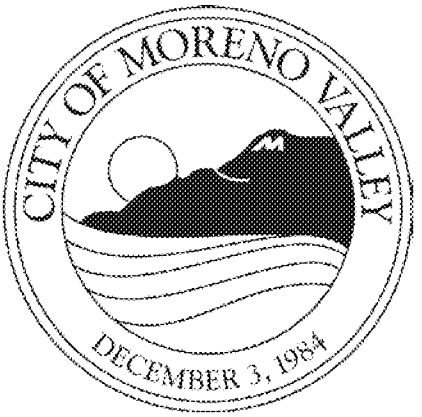
CITY OF MORENO VALLEY
DECEMBER 3, 1984

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
Fixed Assets

Fund	Section	Account	Asset Description	2012/13 Amended Budget	2013/14 Proposed Budget	2014/15 Proposed Budget
	35310 Senior Program	660215 - Buildings - Improvements	Banquet Hall removable wall/Patio area shading	-	22,000	-
	35312 Community Events	660320 - Mach-Equip, Repl - Furn & Equip		13,000	-	-
	35312 Community Events	660398 - Mach-Equip, New - Other		30,000	-	-
	35314 Conf & Rec Cntr - Banquet	660215 - Buildings - Improvements		-	5,000	10,000
				43,000	**192,000**	**10,000**
6010 ELECTRIC						
	45510 Electric Utility - General	660610 - Improvements Other than Bldg		**132,900**	**152,900**	**132,900**
7210 TECHNOLOGY SERVICES *						
	25410 Enterprise Applications	660412 - Computer, New - Software		39,850	34,850	64,850
	25411 Network Operations	660410 - Computer, New - Hardware		119,700	-	7,693
	25411 Network Operations	660412 - Computer, New - Software		70,000	-	6,000
	25411 Network Operations	660420 - Computer, Repl - Hardware		50,000	245,000	25,000
	25412 Telecommunications	660314 - Mach-Equip, New - Comm, Radios		65,000	35,649	-
	25412 Telecommunications	660324 - Mach-Equip, Repl - Comm, Radios		-	65,000	-
	25412 Telecommunications	660398 - Mach-Equip, New - Other		17,500	7,500	7,500
	25412 Telecommunications	660410 - Computer, New - Hardware		32,250	19,399	15,048
	25412 Telecommunications	660412 - Computer, New - Software		20,000	10,000	10,000
	25412 Telecommunications	660420 - Computer, Repl - Hardware		70,000	120,000	120,000
	25413 Geographic Information Systems	660420 - Computer, Repl - Hardware		8,000	-	-
				492,300	**537,398**	**256,091**
7310 FACILITIES MAINTENANCE						
	18411 City Hall	660215 - Buildings - Improvements	Computer room HVAC	175,000	175,000	-
	18415 Library - Facilities Maint	660215 - Buildings - Improvements		-	50,000	-
				175,000	**225,000**	**-**
				$ 1,563,562	**$ 1,985,197**	**$ 670,690**

* Asset expenditures in Fund 7210 relate to the maintenance, replacement, and expansion of technology equipment and systems.

MV00206879

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
General Fund

	General Fund	Grand Total
Revenues:		
Taxes:		
Property Tax	$ 9,647,100	$ 9,647,100
Property Tax in-lieu	13,640,000	13,640,000
Utility Users Tax	16,114,000	16,114,000
Sales Tax	15,570,000	15,570,000
Other Taxes	7,965,000	7,965,000
State Gasoline Tax	-	-
Licenses & Permits	1,514,000	1,514,000
Intergovernmental	265,000	265,000
Charges for Services	8,869,395	8,869,395
Use of Money & Property	2,688,000	2,688,000
Fines & Forfeitures	601,500	601,500
Miscellaneous	51,400	51,400
Total Revenues	76,925,395	76,925,395
Expenditures:		
Personnel Services	13,572,861	13,572,861
Contractual Services	60,090,859	60,090,859
Material & Supplies	1,161,371	1,161,371
Debt Service	-	-
Fixed Charges	539,442	539,442
Fixed Assets	125,000	125,000
Total Expenditures	75,489,533	75,489,533
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,435,862	152,414,928
Transfers:		
Transfers In	914,538	914,538
Transfers Out	2,284,003	2,284,003
Net Transfers	(1,369,465)	(1,369,465)
Total Revenues & Transfers In	77,839,933	77,839,933
Total Expenditures & Transfers Out	77,773,536	77,773,536
Net Change or **Proposed Use of Fund Balance**	**$ 66,397**	**$ 66,397**

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
General Fund

	General Fund	Grand Total
Revenues:		
Taxes:		
Property Tax	$ 9,803,900	$ 9,803,900
Property Tax in-lieu	13,890,000	13,890,000
Utility Users Tax	16,428,000	16,428,000
Sales Tax	16,420,000	16,420,000
Other Taxes	8,185,000	8,185,000
State Gasoline Tax	-	-
Licenses & Permits	1,519,200	1,519,200
Intergovernmental	235,000	235,000
Charges for Services	8,977,274	8,977,274
Use of Money & Property	2,589,600	2,589,600
Fines & Forfeitures	606,500	606,500
Miscellaneous	51,400	51,400
Total Revenues	78,705,874	78,705,874
Expenditures:		
Personnel Services	13,594,392	13,594,392
Contractual Services	63,442,602	63,442,602
Material & Supplies	1,050,440	1,050,440
Debt Service	-	-
Fixed Charges	(800,047)	(800,047)
Fixed Assets	125,000	125,000
Total Expenditures	77,412,387	77,412,387
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,293,487	156,118,261
Transfers:		
Transfers In	117,790	117,790
Transfers Out	2,402,603	2,402,603
Net Transfers	(2,284,813)	(2,284,813)
Total Revenues & Transfers In	78,823,664	78,823,664
Total Expenditures & Transfers Out	79,814,990	79,814,990
Net Change or **Proposed Use of Fund Balance**	**$ (991,326)**	**$ (991,326)**

Item No. G.2

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
GENERAL FUND PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
1010 GENERAL FUND							
10010 Council - Admin	$ 513,870	$ 553,223	$ 605,770	$ 616,632	$ 10,862	$ 618,382	$ 1,750
12010 City Clerk - Admin	507,399	513,258	541,564	448,351	(93,213)	572,181	123,830
12011 Records Management System	-	-	-	-	-	-	-
14010 City Attorney - Admin	1,034,442	819,386	961,369	483,533	(477,836)	489,195	5,662
16010 City Manager - Admin	726,440	898,364	1,023,404	991,328	(32,076)	995,627	4,299
16011 CM - Dev Svcs Support	144,756	215,589	190,944	129,081	(61,863)	130,300	1,219
16110 Communications	175,516	64,762	71,531	63,638	(7,893)	63,700	62
16210 Graphics Support	181,717	166,397	198,029	134,910	(63,119)	135,589	679
18010 Human Resources - Admin	923,963	773,363	859,424	813,117	(46,307)	816,295	3,178
18210 Animal Services	-	-	2,248,741	2,333,348	84,607	2,341,168	7,820
18211 Animal Services Donations	-	-	26,120	18,840	(7,280)	18,840	-
18310 Purchasing	-	-	489,015	492,384	3,369	494,796	2,412
20010 CEDD - Admin	391,450	400,916	348,270	323,154	(25,116)	323,154	-
20011 CEDD - Dev Svcs Support	270,240	227,713	223,314	204,198	(19,116)	204,198	-
20050 Successor Agy - General Fund	-	45,111	270,514	-	(270,514)	-	-
20110 Code Compliance	1,483,073	1,471,201	1,415,133	1,569,658	154,525	1,569,658	-
20111 Code - CDBG	-	-	-	-	-	-	-
20112 Code - JAG	18,400	-	-	-	-	-	-
20113 Graffiti Restitution	24,574	-	25,919	-	(25,919)	-	-
20115 Rancho Belago Sign Prgm	56,764	-	-	-	-	-	-
20210 Planning Commission	64,587	68,192	75,971	75,521	(450)	75,800	279
20211 Planning - Dev Svcs Support	735,176	878,134	737,714	926,274	188,560	926,274	-
20212 Advanced Planning	388,185	393,203	416,321	485,638	69,317	489,697	4,059
20310 Building	1,106,302	1,370,809	1,528,820	1,519,678	(9,142)	1,526,552	6,874
20311 Document Imaging	3,313	-	-	-	-	-	-
20410 Land Development	1,090,980	1,122,590	1,158,872	1,123,772	(35,100)	1,123,772	-
20411 Inpection Services	470,575	496,504	505,165	503,704	(1,461)	506,656	2,952
20412 HLFV Project	-	-	-	-	-	-	-
20413 Verizon FTTP	3,231	7,954	40,455	-	(40,455)	-	-
20414 Sunesys, LLC	234	-	2,436	-	(2,436)	-	-
20415 HLFV Interchanges	2,033	326	25,897	-	(25,897)	-	-
20416 EMWD Sunnymead Pipe	-	-	-	-	-	-	-
25010 FMS Admin	392,464	277,835	506,249	518,337	12,088	519,702	1,365

MV00206883

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
GENERAL FUND PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
25011 FMS Projects	-	-	25,000	105,500	80,500	105,500	-
25110 Financial Ops/Budgeting	1,166,495	1,185,546	1,280,602	693,091	(587,511)	698,098	5,007
25111 Payroll	-	-	-	198,653	198,653	199,969	1,316
25112 Accounting	-	-	-	227,360	227,360	228,880	1,520
25113 Accounts Payable	-	-	-	175,980	175,980	177,140	1,160
25210 Treasury Ops/Accts Receivable	1,016,435	980,299	1,027,073	1,061,471	34,398	1,091,499	30,028
25211 Cashiering	-	-	-	-	-	-	-
25212 Business License	-	-	-	-	-	-	-
25213 False Alarms	-	-	-	-	-	-	-
25310 Animal Services	2,214,247	2,175,366	-	-	-	-	-
25311 Animal Services Donations	4,400	10,850	-	-	-	-	-
25510 Purchasing	511,467	475,505	-	-	-	-	-
30110 Fire Operations	13,844,493	13,429,615	15,353,197	16,137,207	784,010	15,441,186	(696,021)
30210 Fire Prevention Inspections	286,274	339,226	296,038	416,216	120,178	416,577	361
30211 Fire Prevention	663,144	755,650	868,700	1,083,956	215,256	1,172,621	88,665
30310 Office of Emergency Mgmt & Vol	605,685	596,640	694,561	725,774	31,213	735,192	9,418
35150 Library Project	-	-	-	-	-	-	-
40010 Police Admin	3,192,539	3,416,492	3,916,547	(2,024,321)	(5,940,868)	(2,164,729)	(140,408)
40110 Patrol	21,532,415	20,761,234	21,879,246	21,345,170	(534,076)	22,357,983	1,012,813
40111 Towngate Mall	460,969	468,433	473,362	521,846	48,484	547,515	25,669
40210 Traffic Enforcement	5,241,774	5,413,754	5,948,559	6,207,878	259,319	6,462,938	255,060
40220 Community Services	1,072,315	1,110,489	1,141,951	1,007,058	(134,893)	1,049,421	42,363
40310 Detective Unit	1,094,638	1,135,342	1,251,127	2,923,256	1,672,129	3,057,677	134,421
40311 Crime Prevention	-	-	-	-	-	-	-
40312 People Oriented Policing	2,384,927	2,442,682	2,559,655	2,483,855	(75,800)	2,602,624	118,769
40410 Special Enforcement	4,177,688	4,351,293	4,164,313	5,474,992	1,310,679	5,998,534	523,542
45010 Public Works - Admin	104,670	178,112	171,338	172,355	1,017	172,937	582
45110 Transportation Eng - General	690,923	945,278	1,058,024	1,189,304	131,280	1,196,022	6,718
45111 Traffic Signal Maintenance	681,656	801,268	764,831	569,403	(195,428)	572,016	2,613
45112 Crossing Guards	566,065	48	-	-	-	-	-
45120 Transportation Development Svcs	96,960	299	4,522	-	(4,522)	-	-
45121 Transportation Inpection Svcs	37,353	-	-	-	-	-	-
45122 Public Works - Sign/Striping	-	9,545	-	-	-	-	-
45210 Capital Projects- General	56,171	-	34,024	-	(34,024)	-	-

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
GENERAL FUND PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
45211 Street Projects Engineering	8,968	8,997	8,900	8,900	-	8,900	-
45310 Public Works - Solid Waste	144,833	140,686	153,001	152,133	(868)	152,951	818
45311 Public Works - Street Maint	-	17	-	-	-	-	-
45312 Public Works - Concrete Maint	-	100	-	-	-	-	-
45314 Public Works - Graf Removal	4,500	4,538	4,500	4,500	-	4,500	-
45315 Public Works - Tree Trimming	20,400	20,400	20,400	20,400	-	20,400	-
45317 Storm Drain Channel Maintenance	-	-	-	20,000	20,000	20,000	-
91010 Non-Dept General Fund	4,599,122	8,454,676	3,946,400	3,096,503	(849,897)	3,547,103	450,600
	$ 77,191,210	**$ 80,377,208**	**$ 81,542,832**	**$ 77,773,536**	**$ (3,769,296)**	**$ 79,814,990**	**$ 2,041,454**

MV00206885

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Community Services District

	5010 LIBRARY SERVICES	5011 ZONE A PARKS	5012 ZONE B STREET LIGHTS
Revenues:			
Taxes:			
Property Tax	$ 1,284,000	$ 1,709,000	$ 85,300
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	18,000	5,967,122	984,000
Use of Money & Property	-	583,900	-
Fines & Forfeitures	50,000	-	-
Miscellaneous	2,000	18,100	-
Total Revenues	1,354,000	8,278,122	1,069,300
Expenditures:			
Personnel Services	1,359,742	4,085,671	120,600
Contractual Services	119,975	1,778,413	1,467,000
Material & Supplies	67,300	818,520	4,800
Debt Service	-	-	-
Fixed Charges	265,200	2,305,902	84,700
Fixed Assets	-	-	-
Total Expenditures	1,812,217	8,988,506	1,677,100
Excess (Deficiency) of Revenues Over (Under) Expenditures	(458,217)	(710,384)	(607,800)
Transfers:			
Transfers In	519,708	424,136	608,000
Transfers Out	-	160,000	-
Net Transfers	519,708	264,136	608,000
Total Revenues & Transfers In	1,873,708	8,702,258	1,677,300
Total Expenditures & Transfers Out	1,812,217	9,148,506	1,677,100
Net Change or **Proposed Use of Fund Balance**	**$ 61,491**	**$ (446,248)**	**$ 200**

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Community Services District

	5013 ZONE E EXTENDED LANDSCAPE	5110 ZONE C ARTERIAL ST LIGHTS	5111 ZONE D STANDARD LANDSCAPE
Revenues:			
Taxes:			
Property Tax	$ -	$ 110,000	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	2,466,909	530,500	1,188,600
Use of Money & Property	4,346	-	515
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	2,471,255	640,500	1,189,115
Expenditures:			
Personnel Services	298,200	39,300	187,800
Contractual Services	1,751,500	820,300	639,400
Material & Supplies	68,100	4,500	31,100
Debt Service	-	-	-
Fixed Charges	363,983	63,700	227,900
Fixed Assets	-	-	-
Total Expenditures	2,481,783	927,800	1,086,200
Excess (Deficiency) of Revenues Over (Under) Expenditures	(10,528)	(287,300)	102,915
Transfers:			
Transfers In	-	288,000	-
Transfers Out	-	-	-
Net Transfers	-	288,000	-
Total Revenues & Transfers In	2,471,255	928,500	1,189,115
Total Expenditures & Transfers Out	2,481,783	927,800	1,086,200
Net Change or **Proposed Use of Fund Balance**	**$ (10,528)**	**$ 700**	**$ 102,915**

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Community Services District

	5112 ZONE M MEDIANS	5113 CFD#1	5114 ZONE S	Grand Total
Revenues:				
Taxes:				
Property Tax	$ -	$ -	$ -	$ 3,188,300
Property Tax in-lieu	-	-	-	-
Utility Users Tax	-	-	-	-
Sales Tax	-	-	-	-
Other Taxes	-	1,000,000	-	1,000,000
State Gasoline Tax	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	200,700	25,400	55,800	11,437,031
Use of Money & Property	409	25,000	51	614,221
Fines & Forfeitures	-	-	-	50,000
Miscellaneous	-	-	-	20,100
Total Revenues	201,109	1,050,400	55,851	16,309,652
Expenditures:				
Personnel Services	60,800	519,829	5,600	6,677,542
Contractual Services	183,000	398,720	48,000	7,206,308
Material & Supplies	8,100	102,920	1,100	1,106,440
Debt Service	-	-	-	-
Fixed Charges	29,944	160,754	11,317	3,513,400
Fixed Assets	-	-	-	-
Total Expenditures	281,844	1,182,223	66,017	18,503,690
Excess (Deficiency) of Revenues Over (Under) Expenditures	(80,735)	(131,823)	(10,166)	(2,194,038)
Transfers:				
Transfers In	103,400	-	-	1,943,244
Transfers Out	-	-	-	160,000
Net Transfers	103,400	-	-	1,783,244
Total Revenues & Transfers In	304,509	1,050,400	55,851	18,252,896
Total Expenditures & Transfers Out	281,844	1,182,223	66,017	18,663,690
Net Change or **Proposed Use of Fund Balance**	**$ 22,665**	**$ (131,823)**	**$ (10,166)**	**$ (410,794)**

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Community Services District

	5010 LIBRARY SERVICES	5011 ZONE A PARKS	5012 ZONE B STREET LIGHTS
Revenues:			
Taxes:			
Property Tax	$ 1,305,000	$ 1,733,000	$ 85,300
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	18,000	5,970,507	1,030,400
Use of Money & Property	-	591,300	-
Fines & Forfeitures	50,000	-	-
Miscellaneous	2,000	18,100	-
Total Revenues	1,375,000	8,312,907	1,115,700
Expenditures:			
Personnel Services	1,369,086	4,097,139	120,600
Contractual Services	127,296	1,761,843	1,525,300
Material & Supplies	67,300	616,160	4,900
Debt Service	-	-	-
Fixed Charges	265,200	2,305,902	84,700
Fixed Assets	-	-	-
Total Expenditures	1,828,882	8,781,044	1,735,500
Excess (Deficiency) of Revenues Over (Under) Expenditures	(453,882)	(468,137)	(619,800)
Transfers:			
Transfers In	519,708	307,500	620,000
Transfers Out	-	160,000	-
Net Transfers	519,708	147,500	620,000
Total Revenues & Transfers In	1,894,708	8,620,407	1,735,700
Total Expenditures & Transfers Out	1,828,882	8,941,044	1,735,500
Net Change or **Proposed Use of Fund Balance**	**$ 65,826**	**$ (320,637)**	**$ 200**

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City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Community Services District

	5013 ZONE E EXTENDED LANDSCAPE	5110 ZONE C ARTERIAL ST LIGHTS	5111 ZONE D STANDARD LANDSCAPE
Revenues:			
Taxes:			
Property Tax	$ -	$ 110,000	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	2,489,005	450,700	1,198,100
Use of Money & Property	4,171	-	412
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	2,493,176	560,700	1,198,512
Expenditures:			
Personnel Services	298,200	39,300	187,800
Contractual Services	1,803,500	849,800	672,400
Material & Supplies	70,100	4,600	32,200
Debt Service	-	-	-
Fixed Charges	363,983	63,700	227,900
Fixed Assets	-	-	-
Total Expenditures	2,535,783	957,400	1,120,300
Excess (Deficiency) of Revenues Over (Under) Expenditures	(42,607)	(396,700)	78,212
Transfers:			
Transfers In	-	397,000	-
Transfers Out	-	-	-
Net Transfers	-	397,000	-
Total Revenues & Transfers In	2,493,176	957,700	1,198,512
Total Expenditures & Transfers Out	2,535,783	957,400	1,120,300
Net Change or **Proposed Use of Fund Balance**	**$ (42,607)**	**$ 300**	**$ 78,212**

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Community Services District

	5112 ZONE M MEDIANS	5113 CFD#1	5114 ZONE S	Grand Total
Revenues:				
Taxes:				
Property Tax	$ -	$ -	$ -	$ 3,233,300
Property Tax in-lieu	-	-	-	-
Utility Users Tax	-	-	-	-
Sales Tax	-	-	-	-
Other Taxes	-	1,000,000	-	1,000,000
State Gasoline Tax	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	202,700	25,400	56,300	11,441,112
Use of Money & Property	427	25,000	41	621,351
Fines & Forfeitures	-	-	-	50,000
Miscellaneous	-	-	-	20,100
Total Revenues	203,127	1,050,400	56,341	16,365,863
Expenditures:				
Personnel Services	60,800	523,173	5,600	6,701,698
Contractual Services	192,900	430,440	49,900	7,413,379
Material & Supplies	8,500	111,390	1,200	916,350
Debt Service	-	-	-	-
Fixed Charges	29,944	160,754	11,317	3,513,400
Fixed Assets	-	-	-	-
Total Expenditures	292,144	1,225,757	68,017	18,544,827
Excess (Deficiency) of Revenues Over (Under) Expenditures	(89,017)	(175,357)	(11,676)	(2,178,964)
Transfers:				
Transfers In	103,400	-	-	1,947,608
Transfers Out	-	-	-	160,000
Net Transfers	103,400	-	-	1,787,608
Total Revenues & Transfers In	306,527	1,050,400	56,341	18,313,471
Total Expenditures & Transfers Out	292,144	1,225,757	68,017	18,704,827
Net Change or **Proposed Use of Fund Balance**	**$ 14,383**	**$ (175,357)**	**$ (11,676)**	**$ (391,356)**

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City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
COMMUNITY SERVICES DISTRICT PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
5010 LIBRARY SERVICES							
18510 Library	$ -	$ -	$ 2,045,041	$ 1,812,217	$ (232,824)	$ 1,828,882	$ 16,665
35110 Library	1,852,640	1,950,887	-	-	-	-	-
95010 Non-Dept Library Services	-	-	-	-	-	-	-
5011 ZONE A PARKS							
35010 Parks & Comm Svcs - Admin	539,119	520,007	568,645	576,620	7,975	579,170	2,550
35210 Park Maintenance - General	2,433,532	2,684,032	2,851,851	3,160,181	308,330	2,999,075	(161,106)
35211 Contract Park Maintenance	349,881	388,868	454,519	461,603	7,084	467,288	5,685
35212 Park Ranger Program	316,425	366,230	378,074	370,423	(7,651)	372,210	1,787
35213 Golf Course Program	282,601	257,642	307,381	263,492	(43,889)	265,672	2,180
35214 Parks Projects	145,808	162,654	270,567	173,625	(96,942)	175,211	1,586
35215 CSD Public Facilities	-	-	-	-	-	-	-
35216 CFD#1	-	1,841	-	-	-	-	-
35310 Senior Program	496,233	525,723	572,154	609,009	36,855	576,727	(32,282)
35311 Community Services	121,353	161,798	172,293	193,446	21,153	194,116	670
35312 Community Events	76,738	137,856	153,331	81,327	(72,004)	81,507	180
35313 Conf & Rec Cntr	480,179	549,467	589,309	629,075	39,766	603,507	(25,568)
35314 Conf & Rec Cntr - Banquet	230,794	287,329	306,841	324,635	17,794	334,331	9,696
35315 Recreation Programs	1,641,481	1,517,954	1,698,262	1,752,265	54,003	1,739,165	(13,100)
35316 ASA Tournament	-	-	-	-	-	-	-
35317 July 4th Celebration	-	-	118,275	142,505	24,230	142,765	260
95011 Non-Dept Zone A Parks	510,996	250,300	410,300	410,300	-	410,300	-
5012 ZONE B STREET LIGHTS							
25703 Street Lighting	-	-	1,761,277	1,677,100	(84,177)	1,735,500	58,400
45415 Residential Street Lighting	1,605,917	1,502,323	-	-	-	-	-
95012 Non-Dept Zone B Street Lights	-	-	-	-	-	-	-

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City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
COMMUNITY SERVICES DISTRICT PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
5013 ZONE E EXTENDED LANDSCAPE							
25705 Zone E Extensive Landscape	-	-	834,380	731,583	(102,797)	733,883	2,300
25706 Zone E-1	-	-	187,280	217,600	30,320	218,700	1,100
25707 Zone E-1A	-	-	31,600	30,600	(1,000)	32,000	1,400
25708 Zone E-2	-	-	278,460	284,800	6,340	298,500	13,700
25709 Zone E-3	-	-	282,500	303,100	20,600	311,600	8,500
25710 Zone E-3A	-	-	26,000	16,100	(9,900)	16,500	400
25711 Zone E-4	-	-	233,380	225,600	(7,780)	230,600	5,000
25712 Zone E-4A	-	-	10,300	9,000	(1,300)	9,100	100
25713 Zone E-7	-	-	88,700	89,700	1,000	94,600	4,900
25714 Zone E-8	-	-	169,200	321,900	152,700	328,800	6,900
25715 Zone E-12	-	-	74,800	57,300	(17,500)	59,900	2,600
25716 Zone E-14	-	-	89,700	88,700	(1,000)	92,600	3,900
25717 Zone E-15	-	-	56,200	34,500	(21,700)	35,400	900
25718 Zone E-16	-	-	67,200	71,300	4,100	73,600	2,300
45425 Standard Landscape	-	(112)	-	-	-	-	-
45430 Extensive Landscape	891,767	866,344	-	-	-	-	-
45431 Ext Landscape - Towngate	233,789	157,268	-	-	-	-	-
45432 Ext Landscape - Hidden Springs	358,636	240,393	-	-	-	-	-
45433 Ext Landscape - Warmington	235,253	255,087	-	-	-	-	-
45434 Ext Landscape - Landmark	281,176	183,286	-	-	-	-	-
45435 Ext Landscape - MV Development	51,809	53,094	-	-	-	-	-
45436 Ext Landscape - Centerpointe	70,911	73,487	-	-	-	-	-
45437 Zone E1-A Renaissance Park	31,864	22,556	-	-	-	-	-

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
COMMUNITY SERVICES DISTRICT PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
45438 Zone E4-A Daybreak Div.	5,401	7,083	-	-	-	-	-
45439 Zone E3A	19,580	14,197	-	-	-	-	-
45440 E8 - Promontory Park	30,335	22,933	-	-	-	-	-
45441 E15 - Celebrations	18,796	19,887	-	-	-	-	-
45442 E14 - Mahogany	57,609	63,046	-	-	-	-	-
45443 E12 - Stoneridge	45,916	43,126	-	-	-	-	-
95013 Non-Dept Zone E Extended Landscape	-	-	-	-	-	-	-
5110 ZONE C ARTERIAL ST LIGHTS							
25703 Street Lighting	-	-	953,013	927,800	(25,213)	957,400	29,600
45420 Arterial Street Lighting	751,807	788,405	-	-	-	-	-
95110 Non-Dept Zone C Arterial St Lights	-	-	-	-	-	-	-
5111 ZONE D STANDARD LANDSCAPE							
25704 Zone D Standard Landscape	-	-	1,096,515	1,086,200	(10,315)	1,120,300	34,100
45425 Standard Landscape	1,018,023	982,097	-	-	-	-	-
45430 Extensive Landscape	-	-	-	-	-	-	-
95111 Non-Dept Zone D Standard Landscape	-	-	-	-	-	-	-
5112 ZONE M MEDIANS							
25719 Zone M	-	-	306,709	281,844	(24,865)	292,144	10,300
45460 Median Fund	220,321	211,567	-	-	-	-	-
5113 CFD#1							
35216 CFD#1	843,796	921,541	1,065,988	1,182,223	116,235	1,225,757	43,534
95113 Non-Dept CFD#1	-	-	-	-	-	-	-
5114 ZONE S							
25720 Zone S	-	-	66,274	66,017	(257)	68,017	2,000
45465 Zone S	61,107	66,323	-	-	-	-	-
	$ 16,311,593	**$ 16,256,519**	**$ 18,576,319**	**$ 18,663,690**	**$ 87,371**	**$ 18,704,827**	**$ 41,137**

MV00206895

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Successor Agency

	4800 SUCCESSOR AGENCY ADMIN FUND	4820 SUCCESSOR AGENCY CAP PROJ	4821 SUCCESSOR AGNCY 2007 TABS A CAP
Revenues:			
Taxes:			
Property Tax	$ 9,238,000	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	9,238,000	-	-
Expenditures:			
Personnel Services	203,253	-	-
Contractual Services	195,764	-	-
Material & Supplies	2,800	-	-
Debt Service	480,000	-	-
Fixed Charges	562,000	-	-
Fixed Assets	-	-	-
Total Expenditures	1,443,817	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	7,794,183	-	-
Transfers:			
Transfers In	-	-	-
Transfers Out	2,313,752	-	-
Net Transfers	(2,313,752)	-	-
Total Revenues & Transfers In	9,238,000	-	-
Total Expenditures & Transfers Out	3,757,569	-	-
Net Change or **Proposed Use of Fund Balance**	**$ 5,480,431**	**$ -**	**$ -**

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MV00206897

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Successor Agency

	4850 SUCCESSOR AGNCY TAX REVENUE	4851 SUCSR AGNCY 2007 TABS A DEBT SRV	Grand Total
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ 9,238,000
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	-	9,238,000
Expenditures:			
Personnel Services	-	-	203,253
Contractual Services	-	-	195,764
Material & Supplies	-	-	2,800
Debt Service	-	2,260,000	2,740,000
Fixed Charges	-	-	562,000
Fixed Assets	-	-	-
Total Expenditures	-	2,260,000	3,703,817
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	(2,260,000)	5,534,183
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	2,313,752
Net Transfers	-	-	(2,313,752)
Total Revenues & Transfers In	-	-	9,238,000
Total Expenditures & Transfers Out	-	2,260,000	6,017,569
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ (2,260,000)**	**$ 3,220,431**

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City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Successor Agency

	4800 SUCCESSOR AGENCY ADMIN FUND	4820 SUCCESSOR AGENCY CAP PROJ	4821 SUCCESSOR AGNCY 2007 TABS A CAP
Revenues:			
Taxes:			
Property Tax	$ 9,238,000	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	9,238,000	-	-
Expenditures:			
Personnel Services	203,253	-	-
Contractual Services	195,764	-	-
Material & Supplies	2,800	-	-
Debt Service	480,000	-	-
Fixed Charges	562,000	-	-
Fixed Assets	-	-	-
Total Expenditures	1,443,817	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	7,794,183	-	-
Transfers:			
Transfers In	-	-	-
Transfers Out	2,405,000	-	-
Net Transfers	(2,405,000)	-	-
Total Revenues & Transfers In	9,238,000	-	-
Total Expenditures & Transfers Out	3,848,817	-	-
Net Change or **Proposed Use of Fund Balance**	**$ 5,389,183**	**$ -**	**$ -**

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Successor Agency

	4850 SUCCESSOR AGNCY TAX REVENUE	4851 SUCSR AGNCY 2007 TABS A DEBT SRV	Grand Total
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ 9,238,000
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	-	9,238,000
Expenditures:			
Personnel Services	-	-	203,253
Contractual Services	-	-	195,764
Material & Supplies	-	-	2,800
Debt Service	-	2,275,000	2,755,000
Fixed Charges	-	-	562,000
Fixed Assets	-	-	-
Total Expenditures	-	2,275,000	3,718,817
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	(2,275,000)	5,519,183
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	2,405,000
Net Transfers	-	-	(2,405,000)
Total Revenues & Transfers In	-	-	9,238,000
Total Expenditures & Transfers Out	-	2,275,000	6,123,817
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ (2,275,000)**	**$ 3,114,183**

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City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
SUCCESSOR AGENCY PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
4800 SUCCESSOR AGENCY ADMIN FUND							
20801 Successor Agency Admin	$ -	$ 120,450	$ 267,250	$ 250,000	$ (17,250)	$ 250,000	$ -
20802 Successor Agency Operating Fund	-	438,436	974,820	1,193,817	218,997	1,193,817	-
94800 Non-Dept Successor Agency Admin	-	900,124	5,696,351	2,313,752	(3,382,599)	2,405,000	91,248
98010 Non-Dept RDA Administration	-	-	-	-	-	-	-
4820 SUCCESSOR AGENCY CAP PROJ							
20840 Successor Agency Cap Proj	-	-	-	-	-	-	-
20842 Expend Close to Bal Sheet - 8150	-	(42,024)	-	-	-	-	-
94820 Non-Dept Succ Agency Cap Project	-	(991,224)	-	-	-	-	-
4850 SUCCESSOR AGNCY TAX REVENUE							
20820 Successor Agency Tax Revenue	-	331,769	-	-	-	-	-
20822 Expend Close to Bal Sheet - 8351	-	-	-	-	-	-	-
4851 SUCSR AGNCY 2007 TABS A DEBT SRV							
20830 Successor Agy 2007 TABS A Debt S	-	656,450	-	2,260,000	2,260,000	2,275,000	15,000
94851 Non-Dept Succ Agcy 2007 Debt Srv	-	61,374,675	-	-	-	-	-
	$ -	**$ 62,788,656**	**$ 6,938,421**	**$ 6,017,569**	**$ (920,852)**	**$ 6,123,817**	**$ 106,248**

MV00206901

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Housing Authority

	8884 HOUSING AUTHORITY	Grand Total
Revenues:		
Taxes:		
Property Tax	$ -	$ -
Property Tax in-lieu	-	-
Utility Users Tax	-	-
Sales Tax	-	-
Other Taxes	-	-
State Gasoline Tax	-	-
Licenses & Permits	-	-
Intergovernmental	-	-
Charges for Services	-	-
Use of Money & Property	15,000	15,000
Fines & Forfeitures	-	-
Miscellaneous	-	-
Total Revenues	15,000	15,000
Expenditures:		
Personnel Services	-	-
Contractual Services	-	-
Material & Supplies	-	-
Debt Service	-	-
Fixed Charges	-	-
Fixed Assets	-	-
Total Expenditures	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	15,000	15,000
Transfers:		
Transfers In	-	-
Transfers Out	-	-
Net Transfers	-	-
Total Revenues & Transfers In	15,000	15,000
Total Expenditures & Transfers Out	-	-
Net Change or **Proposed Use of Fund Balance**	**$ 15,000**	**$ 15,000**

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Housing Authority

	8884 HOUSING AUTHORITY	Grand Total
Revenues:		
Taxes:		
Property Tax	$ -	$ -
Property Tax in-lieu	-	-
Utility Users Tax	-	-
Sales Tax	-	-
Other Taxes	-	-
State Gasoline Tax	-	-
Licenses & Permits	-	-
Intergovernmental	-	-
Charges for Services	-	-
Use of Money & Property	15,000	15,000
Fines & Forfeitures	-	-
Miscellaneous	-	-
Total Revenues	15,000	15,000
Expenditures:		
Personnel Services	-	-
Contractual Services	-	-
Material & Supplies	-	-
Debt Service	-	-
Fixed Charges	-	-
Fixed Assets	-	-
Total Expenditures	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	15,000	15,000
Transfers:		
Transfers In	-	-
Transfers Out	-	-
Net Transfers	-	-
Total Revenues & Transfers In	15,000	15,000
Total Expenditures & Transfers Out	-	-
Net Change or **Proposed Use of Fund Balance**	**$ 15,000**	**$ 15,000**

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City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
HOUSING AUTHORITY PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
20601 Housing Authority							
20801 Successor Agency Admin	$ -	$ 14	$ 25,561	$ -	$ (25,561)	$ -	$ -
20603 Oakwood Apartments							
20802 Successor Agency Operating Fund	-	(1,027,000)	-	-	-	-	-
20612 Rancho Dorado Proj. South							
94800 Non-Dept Successor Agency Admin	-	1,777,000	-	-	-	-	-
20613 Hemlock Family Apartments							
98010 Non-Dept RDA Administration	-	-	-	-	-	-	-
	$ -	**$ 750,014**	**$ 25,561**	**$ -**	**$ (25,561)**	**$ -**	**$ -**

MV00206905

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2000 GAS TAX	2001 MEASURE A	2002 PROP 42 REPLACEMENT FUND
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	5,042,755	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	9,032,955	-
Charges for Services	-	-	-
Use of Money & Property	1,000	102,500	-
Fines & Forfeitures	-	-	-
Miscellaneous	21,000	1,000	-
Total Revenues	5,064,755	9,136,455	-
Expenditures:			
Personnel Services	3,945,043	258,059	-
Contractual Services	257,249	137,000	-
Material & Supplies	570,804	716,000	-
Debt Service	-	-	-
Fixed Charges	559,601	250,736	-
Fixed Assets	-	-	-
Total Expenditures	5,332,697	1,361,795	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	(267,942)	7,774,660	-
Transfers:			
Transfers In	160,000	424,939	-
Transfers Out	-	-	-
Net Transfers	160,000	424,939	-
Total Revenues & Transfers In	5,224,755	9,561,394	-
Total Expenditures & Transfers Out	5,332,697	1,361,795	-
Net Change or **Proposed Use of Fund Balance**	**$ (107,942)**	**$ 8,199,599**	**$ -**

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2003 TRAFFIC CONGESTION RELIEF	2004 PROP 1B	2005 AIR QUALITY MANAGEMENT
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	200,000
Charges for Services	-	-	-
Use of Money & Property	-	-	7,000
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	-	207,000
Expenditures:			
Personnel Services	-	-	170,579
Contractual Services	-	-	50,869
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	221,448
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	(14,448)
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	-	207,000
Total Expenditures & Transfers Out	-	-	221,448
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ -**	**$ (14,448)**

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City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2006 SPEC DIST ADMIN	2007 STORM WATER MAINTENANCE	2008 STORM WATER MANAGEMENT
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	414,000	124,000
Charges for Services	852,400	-	612,902
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	852,400	414,000	736,902
Expenditures:			
Personnel Services	463,597	238,992	523,735
Contractual Services	35,800	28,000	440,185
Material & Supplies	7,900	105,156	6,950
Debt Service	-	-	-
Fixed Charges	306,819	78,600	103,500
Fixed Assets	-	-	-
Total Expenditures	814,116	450,748	1,074,370
Excess (Deficiency) of Revenues Over (Under) Expenditures	38,284	(36,748)	(337,468)
Transfers:			
Transfers In	-	-	266,995
Transfers Out	-	-	-
Net Transfers	-	-	266,995
Total Revenues & Transfers In	852,400	414,000	1,003,897
Total Expenditures & Transfers Out	814,116	450,748	1,074,370
Net Change or **Proposed Use of Fund Balance**	**$ 38,284**	**$ (36,748)**	**$ (70,473)**

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2010 CFD #4M	2011 PUB/EDUC/GOVT ACCESS PROG FD	2012 STRATEGY PLAN GRANT/SCE
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	30,000
Charges for Services	41,000	-	-
Use of Money & Property	74	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	550,000	-
Total Revenues	41,074	550,000	30,000
Expenditures:			
Personnel Services	-	522,070	27,915
Contractual Services	28,500	50,100	1,500
Material & Supplies	-	63,400	-
Debt Service	-	-	-
Fixed Charges	6,800	210,000	-
Fixed Assets	-	-	-
Total Expenditures	35,300	845,570	29,415
Excess (Deficiency) of Revenues Over (Under) Expenditures	5,774	(295,570)	585
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	41,074	550,000	30,000
Total Expenditures & Transfers Out	35,300	845,570	29,415
Net Change or **Proposed Use of Fund Balance**	**$ 5,774**	**$ (295,570)**	**$ 585**

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City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2013 CIVIL PENALTIES	2014 EMERGENCY SERVICES	2016 DISASTER
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	38,000	-
Charges for Services	-	-	-
Use of Money & Property	4,000	4,000	-
Fines & Forfeitures	60,000	-	-
Miscellaneous	-	-	-
Total Revenues	64,000	42,000	-
Expenditures:			
Personnel Services	9,415	-	-
Contractual Services	30,000	-	-
Material & Supplies	-	110,000	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	39,415	110,000	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	24,585	(68,000)	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	64,000	42,000	-
Total Expenditures & Transfers Out	39,415	110,000	-
Net Change or **Proposed Use of Fund Balance**	**$ 24,585**	**$ (68,000)**	**$ -**

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2200 BEVERAGE CONTAINER RECYCLING	2201 CHILD CARE GRANT	2202 ASES PROGRAM GRANT
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	55,000	581,461	4,559,850
Charges for Services	-	25,000	-
Use of Money & Property	-	-	25,000
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	1,519,950
Total Revenues	55,000	606,461	6,104,800
Expenditures:			
Personnel Services	27,000	470,463	76,390
Contractual Services	28,300	31,085	5,984,374
Material & Supplies	-	42,013	20,076
Debt Service	-	-	-
Fixed Charges	-	69,200	-
Fixed Assets	-	-	-
Total Expenditures	55,300	612,761	6,080,840
Excess (Deficiency) of Revenues Over (Under) Expenditures	(300)	(6,300)	23,960
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	55,000	606,461	6,104,800
Total Expenditures & Transfers Out	55,300	612,761	6,080,840
Net Change or **Proposed Use of Fund Balance**	**$ (300)**	**$ (6,300)**	**$ 23,960**

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2206 USED OIL BLOCK GRANTS	2207 OIL PAYMENT GRANT	2209 TIRE RUBBERIZED GRANTS
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	56,630	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	56,630	-
Expenditures:			
Personnel Services	-	27,000	-
Contractual Services	-	29,630	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	56,630	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	56,630	-
Total Expenditures & Transfers Out	-	56,630	-
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ -**	**$ -**

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2410 SLESF GRANTS	2503 EMPG-EMERGENCY MGMT GRANT	2504 EPA GRANT-BOX SPRINGS WATER
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	74,000	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	74,000	-
Expenditures:			
Personnel Services	-	61,506	-
Contractual Services	-	3,000	-
Material & Supplies	-	10,000	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	74,506	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	(506)	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	74,000	-
Total Expenditures & Transfers Out	-	74,506	-
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ (506)**	**$ -**

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City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2505 ETA JOB TRAINING GRANT	2506 HOME(FEDERAL)	2507 NEIGHBORHOOD STABILIZATION PROG
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	902,077	3,500,000
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	902,077	3,500,000
Expenditures:			
Personnel Services	-	40,891	70,851
Contractual Services	-	861,186	3,395,600
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	902,077	3,466,451
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	33,549
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	902,077	3,500,000
Total Expenditures & Transfers Out	-	902,077	3,466,451
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ -**	**$ 33,549**

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2508 HOMELESSNESS PREVENTION PROG	2510 EECBG	2511 FY10 EOC GRANT
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	-	-
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	-	-
Total Expenditures & Transfers Out	-	-	-
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ -**	**$ -**

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2512 COMM DEV BLOCK GRANT (CDBG)	2513 CDBG RECOVERY ACT OF 2009	2705 OTS GRANTS PUBLIC SAFETY
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	2,575,197	135,083	81,200
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	2,575,197	135,083	81,200
Expenditures:			
Personnel Services	294,388	-	-
Contractual Services	2,261,173	-	81,200
Material & Supplies	861	-	-
Debt Service	-	-	-
Fixed Charges	18,775	-	-
Fixed Assets	-	-	-
Total Expenditures	2,575,197	-	81,200
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	135,083	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	2,575,197	135,083	81,200
Total Expenditures & Transfers Out	2,575,197	-	81,200
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ 135,083**	**$ -**

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2715 JAG GRANTS	2800 SCAG ARTICLE 3 FUND	2803 TARGET GRANT - PD
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	21,000	150,000	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	21,000	150,000	-
Expenditures:			
Personnel Services	77,930	-	-
Contractual Services	5,500	-	-
Material & Supplies	1,175	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	84,605	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	(63,605)	150,000	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	21,000	150,000	-
Total Expenditures & Transfers Out	84,605	-	-
Net Change or **Proposed Use of Fund Balance**	**$ (63,605)**	**$ 150,000**	**$ -**

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City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2901 DIF - ARTERIAL STREETS	2902 DIF - TRAFFIC SIGNALS	2903 DIF - FIRE
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	71,200	17,700	55,000
Use of Money & Property	33,500	9,000	27,200
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	104,700	26,700	82,200
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	104,700	26,700	82,200
Transfers:			
Transfers In	727,903	-	-
Transfers Out	1,118,200	720,000	256,400
Net Transfers	(390,297)	(720,000)	(256,400)
Total Revenues & Transfers In	832,603	26,700	82,200
Total Expenditures & Transfers Out	1,118,200	720,000	256,400
Net Change or **Proposed Use of Fund Balance**	**$ (285,597)**	**$ (693,300)**	**$ (174,200)**

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2904 DIF - POLICE	2905 DIF-PARKLAND FACILITIES	2906 DIF-QUIMBY IN-LIEU PARK FEES
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	65,700	30,000
Use of Money & Property	-	25,000	22,600
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	90,700	52,600
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	90,700	52,600
Transfers:			
Transfers In	-	406,860	1,135
Transfers Out	678,600	70,000	621,300
Net Transfers	(678,600)	336,860	(620,165)
Total Revenues & Transfers In	-	497,560	53,735
Total Expenditures & Transfers Out	678,600	70,000	621,300
Net Change or **Proposed Use of Fund Balance**	**$ (678,600)**	**$ 427,560**	**$ (567,565)**

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City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2907 DIF-REC CENTER	2908 DIF-LIBRARY	2909 DIF-CITY HALL
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	51,900	52,100	28,800
Use of Money & Property	-	46,600	25,700
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	51,900	98,700	54,500
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	51,900	98,700	54,500
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	51,900	98,700	54,500
Total Expenditures & Transfers Out	-	-	-
Net Change or **Proposed Use of Fund Balance**	**$ 51,900**	**$ 98,700**	**$ 54,500**

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2910 DIF-CORPORATE YARD	2911 DIF-INTERCHANGE IMPROVEMENT	2912 DIF-MAINTENANCE EQUIPMENT
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	16,000	20,600	3,400
Use of Money & Property	500	20,500	800
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	16,500	41,100	4,200
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	16,500	41,100	4,200
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	16,500	41,100	4,200
Total Expenditures & Transfers Out	-	-	-
Net Change or **Proposed Use of Fund Balance**	**$ 16,500**	**$ 41,100**	**$ 4,200**

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City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2913 DIF-ANIMAL SHELTER	3910 CELEBRATION PARK ENDOWMENT	3911 EQUESTRIAN TRAIL ENDOWMENT
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	6,100	-	-
Use of Money & Property	-	1,000	200
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	6,100	1,000	200
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	6,100	1,000	200
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	6,100	1,000	200
Total Expenditures & Transfers Out	-	-	-
Net Change or **Proposed Use of Fund Balance**	**$ 6,100**	**$ 1,000**	**$ 200**

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	3912 ROCKRIDGE PARK ENDOWMENT	3913 NPDES ENDOWMENT FUND	4011 ASSMT DIST 98-1 DEBT SERVICE
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ 2,700
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	1,800	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	1,800	-	2,700
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	2,600
Fixed Charges	-	-	100
Fixed Assets	-	-	-
Total Expenditures	-	-	2,700
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,800	-	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	1,800	-	2,700
Total Expenditures & Transfers Out	-	-	2,700
Net Change or **Proposed Use of Fund Balance**	**$ 1,800**	**$ -**	**$ -**

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	4015 CTRPT 87-4	4016 MV FOUNDATION - DONATIONS	4017 ARTS COMMISSION
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	2,500
Total Revenues	-	-	2,500
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	8,200
Material & Supplies	-	-	6,400
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	14,600
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	(12,100)
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	-	2,500
Total Expenditures & Transfers Out	-	-	14,600
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ -**	**$ (12,100)**

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	4019 CFD#5 STONERIDGE	Grand Total
Revenues:		
Taxes:		
Property Tax	$ -	$ 2,700
Property Tax in-lieu	-	-
Utility Users Tax	-	-
Sales Tax	-	-
Other Taxes	382,000	382,000
State Gasoline Tax	-	5,042,755
Licenses & Permits	-	-
Intergovernmental	-	22,530,453
Charges for Services	-	1,949,802
Use of Money & Property	100	358,074
Fines & Forfeitures	-	60,000
Miscellaneous	-	2,094,450
Total Revenues	382,100	32,420,234
Expenditures:		
Personnel Services	-	7,305,824
Contractual Services	3,300	13,751,751
Material & Supplies	-	1,660,735
Debt Service	328,700	331,300
Fixed Charges	50,000	1,654,131
Fixed Assets	-	-
Total Expenditures	382,000	24,703,741
Excess (Deficiency) of Revenues Over (Under) Expenditures	100	7,716,493
Transfers:		
Transfers In	-	1,987,832
Transfers Out	-	3,464,500
Net Transfers	-	(1,476,668)
Total Revenues & Transfers In	382,100	34,408,066
Total Expenditures & Transfers Out	382,000	28,168,241
Net Change or **Proposed Use of Fund Balance**	**$ 100**	**$ 6,239,825**

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2000 GAS TAX	2001 MEASURE A	2002 PROP 42 REPLACEMENT FUND
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	5,168,574	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	4,811,100	-
Charges for Services	-	-	-
Use of Money & Property	1,000	105,000	-
Fines & Forfeitures	-	-	-
Miscellaneous	21,500	1,000	-
Total Revenues	5,191,074	4,917,100	-
Expenditures:			
Personnel Services	4,000,295	259,774	-
Contractual Services	282,249	137,000	-
Material & Supplies	570,804	206,000	-
Debt Service	-	-	-
Fixed Charges	559,601	250,736	-
Fixed Assets	-	-	-
Total Expenditures	5,412,949	853,510	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	(221,875)	4,063,590	-
Transfers:			
Transfers In	160,000	125,904	-
Transfers Out	-	-	-
Net Transfers	160,000	125,904	-
Total Revenues & Transfers In	5,351,074	5,043,004	-
Total Expenditures & Transfers Out	5,412,949	853,510	-
Net Change or **Proposed Use of Fund Balance**	**$ (61,875)**	**$ 4,189,494**	**$ -**

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2003 TRAFFIC CONGESTION RELIEF	2004 PROP 1B	2005 AIR QUALITY MANAGEMENT
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	200,000
Charges for Services	-	-	-
Use of Money & Property	-	-	7,000
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	-	207,000
Expenditures:			
Personnel Services	-	-	171,871
Contractual Services	-	-	50,869
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	222,740
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	(15,740)
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	-	207,000
Total Expenditures & Transfers Out	-	-	222,740
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ -**	**$ (15,740)**

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City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2006 SPEC DIST ADMIN	2007 STORM WATER MAINTENANCE	2008 STORM WATER MANAGEMENT
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	414,000	124,000
Charges for Services	865,300	-	624,040
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	865,300	414,000	748,040
Expenditures:			
Personnel Services	472,072	240,514	527,407
Contractual Services	26,400	28,000	479,540
Material & Supplies	8,100	105,156	6,950
Debt Service	-	-	-
Fixed Charges	306,819	78,600	103,500
Fixed Assets	-	-	-
Total Expenditures	813,391	452,270	1,117,397
Excess (Deficiency) of Revenues Over (Under) Expenditures	51,909	(38,270)	(369,357)
Transfers:			
Transfers In	-	-	266,995
Transfers Out	-	-	-
Net Transfers	-	-	266,995
Total Revenues & Transfers In	865,300	414,000	1,015,035
Total Expenditures & Transfers Out	813,391	452,270	1,117,397
Net Change or **Proposed Use of Fund Balance**	**$ 51,909**	**$ (38,270)**	**$ (102,362)**

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MV00206929

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2010 CFD #4M	2011 PUB/EDUC/GOVT ACCESS PROG FD	2012 STRATEGY PLAN GRANT/SCE
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	41,400	-	-
Use of Money & Property	81	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	565,000	-
Total Revenues	41,481	565,000	-
Expenditures:			
Personnel Services	-	524,496	-
Contractual Services	26,500	50,100	-
Material & Supplies	-	6,400	-
Debt Service	-	-	-
Fixed Charges	6,800	210,000	-
Fixed Assets	-	-	-
Total Expenditures	33,300	790,996	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	8,181	(225,996)	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	41,481	565,000	-
Total Expenditures & Transfers Out	33,300	790,996	-
Net Change or **Proposed Use of Fund Balance**	**$ 8,181**	**$ (225,996)**	**$ -**

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City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2013 CIVIL PENALTIES	2014 EMERGENCY SERVICES	2016 DISASTER
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	38,000	-
Charges for Services	-	-	-
Use of Money & Property	4,000	4,000	-
Fines & Forfeitures	60,000	-	-
Miscellaneous	-	-	-
Total Revenues	64,000	42,000	-
Expenditures:			
Personnel Services	9,811	-	-
Contractual Services	30,000	-	-
Material & Supplies	-	80,000	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	39,811	80,000	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	24,189	(38,000)	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	64,000	42,000	-
Total Expenditures & Transfers Out	39,811	80,000	-
Net Change or **Proposed Use of Fund Balance**	**$ 24,189**	**$ (38,000)**	**$ -**

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2200 BEVERAGE CONTAINER RECYCLING	2201 CHILD CARE GRANT	2202 ASES PROGRAM GRANT
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	55,000	581,461	4,559,850
Charges for Services	-	25,000	-
Use of Money & Property	-	-	25,000
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	1,519,950
Total Revenues	55,000	606,461	6,104,800
Expenditures:			
Personnel Services	27,000	474,063	76,984
Contractual Services	28,300	31,085	5,984,374
Material & Supplies	-	42,013	20,076
Debt Service	-	-	-
Fixed Charges	-	69,200	-
Fixed Assets	-	-	-
Total Expenditures	55,300	616,361	6,081,434
Excess (Deficiency) of Revenues Over (Under) Expenditures	(300)	(9,900)	23,366
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	55,000	606,461	6,104,800
Total Expenditures & Transfers Out	55,300	616,361	6,081,434
Net Change or **Proposed Use of Fund Balance**	**$ (300)**	**$ (9,900)**	**$ 23,366**

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2206 USED OIL BLOCK GRANTS	2207 OIL PAYMENT GRANT	2209 TIRE RUBBERIZED GRANTS
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	56,630	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	56,630	-
Expenditures:			
Personnel Services	-	27,000	-
Contractual Services	-	29,630	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	56,630	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	56,630	-
Total Expenditures & Transfers Out	-	56,630	-
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ -**	**$ -**

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2410 SLESF GRANTS	2503 EMPG-EMERGENCY MGMT GRANT	2504 EPA GRANT-BOX SPRINGS WATER
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	74,000	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	74,000	-
Expenditures:			
Personnel Services	-	61,932	-
Contractual Services	-	3,000	-
Material & Supplies	-	10,000	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	74,932	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	(932)	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	74,000	-
Total Expenditures & Transfers Out	-	74,932	-
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ (932)**	**$ -**

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City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2505 ETA JOB TRAINING GRANT	2506 HOME(FEDERAL)	2507 NEIGHBORHOOD STABILIZATION PROG
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	567,346	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	567,346	-
Expenditures:			
Personnel Services	-	43,434	-
Contractual Services	-	521,346	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	564,780	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	2,566	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	567,346	-
Total Expenditures & Transfers Out	-	564,780	-
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ 2,566**	**$ -**

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2508 HOMELESSNESS PREVENTION PROG	2510 EECBG	2511 FY10 EOC GRANT
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	-	-
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	-	-
Total Expenditures & Transfers Out	-	-	-
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ -**	**$ -**

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2512 COMM DEV BLOCK GRANT (CDBG)	2513 CDBG RECOVERY ACT OF 2009	2705 OTS GRANTS PUBLIC SAFETY
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	1,843,109	135,083	81,200
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	1,843,109	135,083	81,200
Expenditures:			
Personnel Services	296,205	-	-
Contractual Services	1,492,807	-	81,200
Material & Supplies	600	-	-
Debt Service	-	-	-
Fixed Charges	18,775	-	-
Fixed Assets	-	-	-
Total Expenditures	1,808,387	-	81,200
Excess (Deficiency) of Revenues Over (Under) Expenditures	34,722	135,083	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	1,843,109	135,083	81,200
Total Expenditures & Transfers Out	1,808,387	-	81,200
Net Change or **Proposed Use of Fund Balance**	**$ 34,722**	**$ 135,083**	**$ -**

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2715 JAG GRANTS	2800 SCAG ARTICLE 3 FUND	2803 TARGET GRANT - PD
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	-	-
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	-	-
Total Expenditures & Transfers Out	-	-	-
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ -**	**$ -**

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City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2901 DIF - ARTERIAL STREETS	2902 DIF - TRAFFIC SIGNALS	2903 DIF - FIRE
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	71,200	17,700	55,000
Use of Money & Property	33,500	9,000	27,200
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	104,700	26,700	82,200
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	104,700	26,700	82,200
Transfers:			
Transfers In	727,903	-	-
Transfers Out	1,120,200	720,000	257,200
Net Transfers	(392,297)	(720,000)	(257,200)
Total Revenues & Transfers In	832,603	26,700	82,200
Total Expenditures & Transfers Out	1,120,200	720,000	257,200
Net Change or **Proposed Use of Fund Balance**	**$ (287,597)**	**$ (693,300)**	**$ (175,000)**

City of Moreno Valley
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Revenue Expense Summary
Special Revenue Funds

	2904 DIF - POLICE	2905 DIF-PARKLAND FACILITIES	2906 DIF-QUIMBY IN-LIEU PARK FEES
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	65,700	30,000
Use of Money & Property	-	25,000	22,600
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	90,700	52,600
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	90,700	52,600
Transfers:			
Transfers In	-	406,860	1,135
Transfers Out	677,600	70,000	621,300
Net Transfers	(677,600)	336,860	(620,165)
Total Revenues & Transfers In	-	497,560	53,735
Total Expenditures & Transfers Out	677,600	70,000	621,300
Net Change or **Proposed Use of Fund Balance**	**$ (677,600)**	**$ 427,560**	**$ (567,565)**

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City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2907 DIF-REC CENTER	2908 DIF-LIBRARY	2909 DIF-CITY HALL
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	51,900	52,100	28,800
Use of Money & Property	-	46,600	25,700
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	51,900	98,700	54,500
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	51,900	98,700	54,500
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	51,900	98,700	54,500
Total Expenditures & Transfers Out	-	-	-
Net Change or **Proposed Use of Fund Balance**	**$ 51,900**	**$ 98,700**	**$ 54,500**

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2910 DIF-CORPORATE YARD	2911 DIF-INTERCHANGE IMPROVEMENT	2912 DIF-MAINTENANCE EQUIPMENT
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	16,000	20,600	3,400
Use of Money & Property	500	20,500	800
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	16,500	41,100	4,200
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	16,500	41,100	4,200
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	16,500	41,100	4,200
Total Expenditures & Transfers Out	-	-	-
Net Change or **Proposed Use of Fund Balance**	**$ 16,500**	**$ 41,100**	**$ 4,200**

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2913 DIF-ANIMAL SHELTER	3910 CELEBRATION PARK ENDOWMENT	3911 EQUESTRIAN TRAIL ENDOWMENT
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	6,100	-	-
Use of Money & Property	-	1,000	200
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	6,100	1,000	200
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	6,100	1,000	200
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	6,100	1,000	200
Total Expenditures & Transfers Out	-	-	-
Net Change or **Proposed Use of Fund Balance**	**$ 6,100**	**$ 1,000**	**$ 200**

City of Moreno Valley
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Revenue Expense Summary
Special Revenue Funds

	3912 ROCKRIDGE PARK ENDOWMENT	3913 NPDES ENDOWMENT FUND	4011 ASSMT DIST 98-1 DEBT SERVICE
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ 2,800
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	1,800	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	1,800	-	2,800
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	2,700
Fixed Charges	-	-	100
Fixed Assets	-	-	-
Total Expenditures	-	-	2,800
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,800	-	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	1,800	-	2,800
Total Expenditures & Transfers Out	-	-	2,800
Net Change or **Proposed Use of Fund Balance**	**$ 1,800**	**$ -**	**$ -**

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City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	4015 CTRPT 87-4	4016 MV FOUNDATION - DONATIONS	4017 ARTS COMMISSION
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	3,500
Total Revenues	-	-	3,500
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	8,200
Material & Supplies	-	-	6,400
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	14,600
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	(11,100)
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	-	3,500
Total Expenditures & Transfers Out	-	-	14,600
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ -**	**$ (11,100)**

City of Moreno Valley
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Revenue Expense Summary
Special Revenue Funds

	4019 CFD#5 STONERIDGE	Grand Total
Revenues:		
Taxes:		
Property Tax	$ -	$ 2,800
Property Tax in-lieu	-	-
Utility Users Tax	-	-
Sales Tax	-	-
Other Taxes	389,900	389,900
State Gasoline Tax	-	5,168,574
Licenses & Permits	-	-
Intergovernmental	-	13,540,779
Charges for Services	-	1,974,240
Use of Money & Property	100	360,581
Fines & Forfeitures	-	60,000
Miscellaneous	-	2,110,950
Total Revenues	390,000	23,607,824
Expenditures:		
Personnel Services	-	7,212,858
Contractual Services	3,300	9,293,900
Material & Supplies	-	1,062,499
Debt Service	336,600	339,300
Fixed Charges	50,000	1,654,131
Fixed Assets	-	-
Total Expenditures	389,900	19,562,688
Excess (Deficiency) of Revenues Over (Under) Expenditures	100	4,045,136
Transfers:		
Transfers In	-	1,688,797
Transfers Out	-	3,466,300
Net Transfers	-	(1,777,503)
Total Revenues & Transfers In	390,000	25,296,621
Total Expenditures & Transfers Out	389,900	23,028,988
Net Change or **Proposed Use of Fund Balance**	**$ 100**	**$ 2,267,633**

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City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
SPECIAL REVENUE FUNDS PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
2000 GAS TAX							
45122 Public Works - Sign/Striping	$ 3,078	$ 876,271	$ 960,771	$ 1,000,140	$ 39,369	$ 1,030,160	$ 30,020
45130 Crossing Guards	788	565,341	556,460	641,319	84,859	644,096	2,777
45220 Infrastructure Projects Eng	289,828	419,114	456,361	486,237	29,876	497,461	11,224
45311 Public Works - Street Maint	1,654,873	1,831,069	1,861,775	1,982,581	120,806	2,011,971	29,390
45312 Public Works - Concrete Maint	2,835	360,278	403,247	407,129	3,882	409,347	2,218
45314 Public Works - Graf Removal	310,666	322,895	377,834	381,594	3,760	383,743	2,149
45315 Public Works - Tree Trimming	373,341	437,059	429,367	433,697	4,330	436,171	2,474
92000 Non-Dept Gas Tax	-	-	-	-	-	-	-
2001 MEASURE A							
45122 Public Works - Sign/Striping	655,794	3,061	-	200,000	200,000	200,000	-
45230 Measure A	284,912	323,103	448,794	451,795	3,001	453,510	1,715
45311 Public Works - Street Maint	314,034	15,199	-	710,000	710,000	200,000	(510,000)
92001 Non-Dept Measure A	-	-	-	-	-	-	-
2005 AIR QUALITY MANAGEMENT							
45140 Air Quality Management	15,049	15,000	18,246	18,246	-	18,246	-
45141 Street Sweeping Program	-	(34)	-	-	-	-	-
45340 Public Works-Street Sweeping	188,426	191,793	201,064	203,202	2,138	204,494	1,292
2006 SPEC DIST ADMIN							
25701 Special Districts - General	-	-	875,137	814,095	(61,042)	813,358	(737)
25702 Special Districts - M&O On Call	-	-	2,000	21	(1,979)	33	12
45410 Special Districts - General	1,038,845	865,476	-	-	-	-	-

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City of Moreno Valley
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	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
45411 St Maint for Special Districts	-	-	-	-	-	-	-
92006 Non-Dept Spec Dist Admin	90,291	-	-	-	-	-	-
2007 STORM WATER MAINTENANCE							
45340 Public Works-Street Sweeping	176,219	254,111	253,173	254,037	864	254,531	494
45341 Public Works-Catch Basin Maint	126,385	173,628	194,912	196,711	1,799	197,739	1,028
20450 Stormwater - NPDES	495,333	527,295	642,609	576,389	(66,220)	585,849	9,460
20451 Stormwater Inspections	135,766	149,645	136,829	137,579	750	138,273	694
20452 Stormwater Plan Checks	122,892	120,800	136,903	110,227	(26,676)	111,100	873
20453 Stormwater Regulatory Permit	162,005	162,585	203,100	250,175	47,075	282,175	32,000
45340 Public Works-Street Sweeping	-	-	-	-	-	-	-
45351 Public Works - Storm Drains	-	-	-	-	-	-	-
92008 Non-Dept Storm Water Management	-	-	-	-	-	-	-
2010 CFD #4M							
25804 CFD No 4-M	-	-	48,200	35,300	(12,900)	33,300	(2,000)
45470 CFD #4M	27,886	19,930	-	-	-	-	-
2011 PUB/EDUC/GOVT ACCESS PROG FD							
16150 Pub Ed/Govt Access	433,343	566,141	1,164,224	845,570	(318,654)	790,996	(54,574)
92011 Non-Dept Pub Ed/Govt Access	-	-	-	-	-	-	-
2012 STRATEGY PLAN GRANT/SCE							
72201 Strategy Plan Grant - SCE	7,260	92,089	-	29,415	29,415	-	(29,415)
2013 CIVIL PENALTIES							
14011 Civil Penalties SB1137	19,905	118,729	81,401	39,415	(41,986)	39,811	396
2014 EMERGENCY SERVICES							

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City of Moreno Valley
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30150 AMR Emergency Fines	-	27,349	80,000	110,000	30,000	80,000	(30,000)
2016 DISASTER							
74202 October 2007 Wild Fires	-	-	-	-	-	-	-
74203 December 2010 Mudslides	55,796	-	-	-	-	-	-
92016 Non-Dept Disaster	-	-	390,300	-	(390,300)	-	-
2200 BEVERAGE CONTAINER RECYCLING							
77311 Beverage Container Recycling	15,053	46,650	24,821	55,300	30,479	55,300	-
92200 Non-Dept Beverage Container Recycling	-	-	-	-	-	-	-
2201 CHILD CARE GRANT							
75011 Child Care Grant	613,235	522,299	851,865	578,761	(273,104)	582,361	3,600
75012 Relocation of Portable Classrm	-	-	-	-	-	-	-
75111 CACFP Childs Place FY10-11	19,580	-	20,000	-	(20,000)	-	-
75112 CACFP Childs Place	-	33,119	-	34,000	34,000	34,000	-
92201 Non-Dept Child Care Grant	-	-	-	-	-	-	-
2202 ASES PROGRAM GRANT							
75211 CACFP At Risk - FY10-11	416,930	-	-	-	-	-	-
75212 CACFP At Risk	-	433,332	100,000	-	(100,000)	-	-
75307 ASES Program Grant - FY 06-07	-	-	-	-	-	-	-
75308 ASES Program Grant - FY 07-08	-	-	-	-	-	-	-
75309 ASES Program Grant - FY 08-09	-	-	-	-	-	-	-
75310 ASES Program Grant - FY 09-10	-	-	-	-	-	-	-
75311 ASES Program Grant - FY 10-11	5,656,025	-	-	-	-	-	-

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City of Moreno Valley
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SPECIAL REVENUE FUNDS PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
75312 ASES Program Grant	(9)	5,756,020	6,075,017	6,080,840	5,823	6,081,434	594
92202 Non-Dept Stars Program Grant	-	-	-	-	-	-	-
2206 USED OIL BLOCK GRANTS							
77401 UBG15 Used Oil Recyclg Fd09/10	723	24,353	25,148	-	(25,148)	-	-
77404 UBG9 Used Oil Recyclg FD 03/04	-	-	-	-	-	-	-
77405 UBG10 Used Oil Recyclg FD04/05	-	-	-	-	-	-	-
77406 UBG11 Used Oil Recyclg FD05/06	-	-	-	-	-	-	-
77407 UBG12 Used Oil Recyclg FD06/07	-	-	-	-	-	-	-
77408 UBG13 Used Oil Recyclg FD07/08	-	-	4,473	-	(4,473)	-	-
77409 UBG14 Used Oil Recyclg FD08/09	27,794	-	-	-	-	-	-
92206 Non-Dept Used Oil Block Grants	-	-	-	-	-	-	-
2207 OIL PAYMENT GRANT							
77410 OPP 1A - FY 2009/10	-	-	7,674	-	(7,674)	-	-
77411 OPP 1 - FY 2010/11	-	56,861	52,635	-	(52,635)	-	-
77412 OPP 2 - FY 2011/12 & FY 2012/13	-	3,222	-	-	-	-	-
77413 OPP2 Grant	-	-	-	56,630	56,630	56,630	-
2209 TIRE RUBBERIZED GRANTS							
77351 TRI16-06-1 Targeted Rubberized	-	93,526	-	-	-	-	-
77352 Rubberized Pavement Grant	-	-	-	-	-	-	-
2410 SLESF GRANTS							
76012 SLESF Grant	188,741	301,305	315,970	-	(315,970)	-	-

City of Moreno Valley
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	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
2503 EMPG-EMERGENCY MGMT GRANT							
74101 EMPG- Emergncy Mgmt Prep	69,451	103,800	75,259	74,506	(753)	74,932	426
2504 EPA GRANT-BOX SPRINGS WATER							
72503 EPA Grant - Box Springs Water	-	-	-	-	-	-	-
92504 Non-Dept EPA Grant-Box Springs Water	-	-	-	-	-	-	-
2505 ETA JOB TRAINING GRANT							
72506 ETA Job Training Grant Program	13,553	-	-	-	-	-	-
2506 HOME(FEDERAL)							
72651 Community Housing Dev Org	-	-	-	-	-	-	-
72652 Multi-Family Projects	-	-	-	-	-	-	-
72653 Multi-Family Perris Isle Senior	-	-	-	-	-	-	-
72654 Multi-Family Housing Development	-	-	-	-	-	-	-
72655 Habitat for Humanity - Graham	65,956	-	-	-	-	-	-
72656 Hemlock Family Apartments	-	304	1,200,000	-	(1,200,000)	-	-
72657 Home Administration	49,740	133,263	449,073	902,077	453,004	564,780	(337,297)
2507 NEIGHBORHOOD STABILIZATION PROG							
72701 NSP 1	2,991,605	1,212,990	4,194,892	1,694,016	(2,500,876)	-	(1,694,016)
72703 NSP 3	-	19,126	3,675,849	1,772,435	(1,903,414)	-	(1,772,435)
2508 HOMELESSNESS PREVENTION PROG							
72704 Multi-Family Housing Development	229,466	81,926	-	-	-	-	-
2510 EECBG							
73501 City Hall HVAC	170,019	572,206	50,000	-	(50,000)	-	-
73502 City Hall Solar Film	41,352	223	-	-	-	-	-

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City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
SPECIAL REVENUE FUNDS PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
73503 City Hall Interior Lights	51,031	-	-	-	-	-	-
73504 City Hall Prkg Lot Lights	-	-	-	-	-	-	-
73505 Sr Ctr Int & Ext Lights	11,167	-	-	-	-	-	-
73506 Fire Station #6 Lights	10,226	-	-	-	-	-	-
73507 Fire Station #48 Lights	4,171	-	-	-	-	-	-
73508 Fire Station #65 Lights	4,414	-	-	-	-	-	-
73509 Library Int & Ext Lights	32,321	-	-	-	-	-	-
73510 LED Street Sign Lights	104,418	161,909	198,600	-	(198,600)	-	-
73511 Independence Program	-	-	-	-	-	-	-
73512 Strategy Task Force	133,772	138,308	189,972	-	(189,972)	-	-
73513 ArcLogistics Software	65,259	976	-	-	-	-	-
73514 Shadow Mountain Lights	16,813	-	-	-	-	-	-
73515 EECG Grant Administration	7,436	4,986	6,821	-	(6,821)	-	-
73516 Bike Rack Project	-	-	-	-	-	-	-
2511 FY10 EOC GRANT							
74011 EOC Grant	21,401	88,584	400,000	-	(400,000)	-	-
2512 COMM DEV BLOCK GRANT (CDBG)							
72600 CDBG 1999-00 & Prior	-	-	-	-	-	-	-
72602 CDBG 2001-02	30,000	30,000	30,000	-	(30,000)	-	-
72606 CDBG 2005-06	-	-	-	-	-	-	-
72607 CDBG 2006-07	-	-	-	-	-	-	-
72608 CDBG 2007-08	-	-	-	-	-	-	-
72609 CDBG 2008-09	-	-	-	-	-	-	-
72610 CDBG 2009-10	-	-	-	-	-	-	-
72611 CDBG 2010-11	1,245,318	1,066,635	2,357,033	2,575,197	218,164	1,808,387	(766,810)
92512 Non-Dept Comm Dev Block Grant (CDBG)	-	-	-	-	-	-	-
2513 CDBG RECOVERY ACT OF 2009							
72501 CDBG Recovery Act of 2009	224,133	30,700	-	-	-	-	-

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
SPECIAL REVENUE FUNDS PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
92513 Non-Dept CDBG Recovery Act Of 2009	107,841	-	-	-	-	-	-
2705 OTS GRANTS PUBLIC SAFETY							
76018 Pedestrian Safety/Public Ed	-	-	-	-	-	-	-
76109 Office of Traffic Safety	(593)	-	-	-	-	-	-
76110 DUI Enforce & Awareness AL1029	62,037	-	51,200	51,200	-	51,200	-
76111 DUI Enforce & Awareness AL1142	142,066	60,912	-	-	-	-	-
76112 DUI Enf & Awareness Grant	-	131,430	59,000	-	(59,000)	-	-
76208 Avoid the 30 AL0842	2,829	-	30,000	30,000	-	30,000	-
76211 Avoid the 30 AL1104	24,674	1,167	-	-	-	-	-
76212 Avoid the 30 Program	-	8,553	9,500	-	(9,500)	-	-
76213 Avoid the 30 Grant #AL1387	-	-	18,000	-	(18,000)	-	-
76308 Click It or Ticket CT08272	-	-	-	-	-	-	-
76309 Click It or Ticket CT09272	-	-	-	-	-	-	-
76310 Click It or Ticket CT10272	5,019	-	-	-	-	-	-
76408 Sobriety Checkpoint SC08272	-	-	-	-	-	-	-
76409 Sobriety Checkpoint SC09272	-	-	-	-	-	-	-
76410 Sobriety Checkpoint SC10272	83,219	-	-	-	-	-	-
76411 Sobriety Mini Checkpoint SC12272	-	32,464	26,000	-	(26,000)	-	-
76412 Sobriety Checkpoint SC13272	-	-	153,000	-	(153,000)	-	-
76601 STEP Grant #PT1303	-	-	90,000	-	(90,000)	-	-
92705 Non-Dept OTS Grants Public Safety	-	-	-	-	-	-	-

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City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
SPECIAL REVENUE FUNDS PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
2715 JAG GRANTS							
72105 Code JAG 2005 DX-BX-0942	-	-	-	-	-	-	-
72109 Code JAG 2009 DJ-BX-1178	40,274	39,502	1,731	-	(1,731)	-	-
72110 Code JAG 2010 DJ-BX-1238	42,699	68,961	2,032	-	(2,032)	-	-
72111 Code JAG 2011 Grant	-	11,154	82,530	21,378	(61,152)	-	(21,378)
72112 Code JAG 2012 DJ-BX-0695	-	-	-	63,227	63,227	-	(63,227)
72703 NSP 3	-	-	-	-	-	-	-
76505 JAG 2004-05	-	-	-	-	-	-	-
76507 JAG 2006-07	-	-	-	-	-	-	-
76508 JAG 2007-08 DJ-BX-0146	10,850	-	-	-	-	-	-
76509 JAG 2008-09 SB-59-2366	39,408	26,263	128,900	-	(128,900)	-	-
76510 JAG 2009-10 DD-BX-0445	91,997	150,488	435,000	-	(435,000)	-	-
2800 SCAG ARTICLE 3 FUND							
92800 Non-Dept SCAG Article 3 Fund	-	-	-	-	-	-	-
2803 TARGET GRANT - PD							
76017 Target Grant - PD	-	-	-	-	-	-	-
2901 DIF - ARTERIAL STREETS							
92901 Non-Dept DIF - Arterial Streets	1,413,675	5,474,700	1,679,700	1,118,200	(561,500)	1,120,200	2,000
2902 DIF - TRAFFIC SIGNALS							
92902 Non-Dept DIF - Traffic Signals	-	1,530,000	780,000	720,000	(60,000)	720,000	-
2903 DIF - FIRE							
92903 Non-Dept DIF - Fire	254,008	254,000	254,000	256,400	2,400	257,200	800
2904 DIF - POLICE							
92904 Non-Dept DIF - Police	676,810	676,800	676,800	678,600	1,800	677,600	(1,000)
2905 DIF-PARKLAND FACILITIES							

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
SPECIAL REVENUE FUNDS PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
92905 Non-Dept DIF - Parkland Facilities	-	325,833	70,000	70,000	-	70,000	-
2906 DIF-QUIMBY IN-LIEU PARK FEES							
92906 Non-Dept DIF - Quimby In-Lieu Park Fees	-	51,775	621,300	621,300	-	621,300	-
2907 DIF-REC CENTER							
92907 Non-Dept DIF - Rec Center	-	-	-	-	-	-	-
2908 DIF-LIBRARY							
92908 Non-Dept DIF - Library	-	4,000,000	-	-	-	-	-
2909 DIF-CITY HALL							
92909 Non-Dept DIF - City Hall	-	-	400,000	-	(400,000)	-	-
2910 DIF-CORPORATE YARD							
92910 Non-Dept DIF - Corporate Yard	-	2,500,000	-	-	-	-	-
2911 DIF-INTERCHANGE IMPROVEMENT							
92911 Non-Dept DIF - Interchange Improvement	1,740,000	-	-	-	-	-	-
2912 DIF-MAINTENANCE EQUIPMENT							
92912 Non-Dept DIF - Maintenance Equipment	-	-	-	-	-	-	-
2913 DIF-ANIMAL SHELTER							
92913 Non-Dept DIF - Animal Shelter	-	-	-	-	-	-	-
3911 EQUESTRIAN TRAIL ENDOWMENT							
35020 Equestrian Trail Endowment	289	-	-	-	-	-	-
4011 ASSMT DIST 98-1 DEBT SERVICE							
25802 AD No 98-1	-	-	2,750	2,700	(50)	2,800	100
45475 Assessment District 98-1	3,508	0	-	-	-	-	-
94011 Non-Dept Assmt Dist 98-1 Debt Service	-	-	-	-	-	-	-

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City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
SPECIAL REVENUE FUNDS PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
4015 CTRPT 87-4							
25801 AD No 87-4	-	-	-	-	-	-	-
45476 Centerpointe 87-4	-	-	-	-	-	-	-
94015 Non-Dept Ctrpt 87-4	-	-	-	-	-	-	-
4016 MV FOUNDATION - DONATIONS							
16311 MV Foundation	-	-	-	-	-	-	-
16312 Mayors Cup 2007	-	-	-	-	-	-	-
16313 Mayors Cup 2008	-	-	-	-	-	-	-
16314 Comedy Night	-	-	-	-	-	-	-
4017 ARTS COMMISSION							
35030 Arts Commission	504	-	1,000	14,600	13,600	14,600	-
4019 CFD#5 STONERIDGE							
25805 CFD No 5	-	-	382,000	382,000	-	389,900	7,900
45477 CFD #5 Stoneridge	376,063	384,309	-	-	-	-	-
	$ 24,633,817	**$ 35,082,860**	**$ 36,182,252**	**$ 28,168,241**	**$ (8,014,011)**	**$ 23,028,988**	**$ (5,139,253)**

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Capital Project Funds

	3000 FACILITY CONSTRUCTION	3001 CAPITAL IMPROVEMENTS	3002 PW GENERAL CAPITAL PROJECTS
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	-	-
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	-	-
Total Expenditures & Transfers Out	-	-	-
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ -**	**$ -**

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Capital Project Funds

	3003 TUMF CAPITAL PROJECTS	3005 FIRE SERVICES CAPITAL	3006 PARKS & RECREATION CAPITAL PROJ
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	5,300,000	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	5,300,000	-	-
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	5,300,000	-	-
Transfers:			
Transfers In	-	-	691,300
Transfers Out	-	-	407,995
Net Transfers	-	-	283,305
Total Revenues & Transfers In	5,300,000	-	691,300
Total Expenditures & Transfers Out	-	-	407,995
Net Change or **Proposed Use of Fund Balance**	**$ 5,300,000**	**$ -**	**$ 283,305**

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City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Capital Project Funds

	3007 PARK ACQUISITION & DEVELOPMENT	3301 DIF ARTERIAL STREETS CAPITAL PRO	3302 DIF TRAFFIC SIGNAL CAPITAL PROJ
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	895,000
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	500	500
Total Revenues	-	500	895,500
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	500	895,500
Transfers:			
Transfers In	-	-	720,000
Transfers Out	-	727,903	-
Net Transfers	-	(727,903)	720,000
Total Revenues & Transfers In	-	500	1,615,500
Total Expenditures & Transfers Out	-	727,903	-
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ (727,403)**	**$ 1,615,500**

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Capital Project Funds

	3311 DIF INTERCHANGE IMPROV CAP PROJ	3401 2005 LEASE REV BONDS-CAP ADMIN	3405 TOWNGATE IMPR SPCL TAX CAP ADMIN
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	-	-
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	3,600
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	30,200
Fixed Assets	-	-	-
Total Expenditures	-	-	33,800
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	(33,800)
Transfers:			
Transfers In	-	-	33,800
Transfers Out	-	-	-
Net Transfers	-	-	33,800
Total Revenues & Transfers In	-	-	33,800
Total Expenditures & Transfers Out	-	-	33,800
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ -**	**$ -**

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Capital Project Funds

	3406 2007 TWNGTE SPC TAX REF CAP ADM	3407 AUTOMALL CAP-ADMIN	3451 WARNER RANCH ASDST	Grand Total
Revenues:				
Taxes:				
Property Tax	$ -	$ -	$ -	$ -
Property Tax in-lieu	-	-	-	-
Utility Users Tax	-	-	-	-
Sales Tax	-	-	-	-
Other Taxes	-	-	-	-
State Gasoline Tax	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	-	-	-	6,195,000
Charges for Services	-	-	-	-
Use of Money & Property	-	-	-	-
Fines & Forfeitures	-	-	-	-
Miscellaneous	-	-	-	1,000
Total Revenues	-	-	-	6,196,000
Expenditures:				
Personnel Services	-	-	-	-
Contractual Services	3,300	4,100	-	11,000
Material & Supplies	-	-	-	-
Debt Service	-	-	-	-
Fixed Charges	151,300	59,800	-	241,300
Fixed Assets	-	-	-	-
Total Expenditures	154,600	63,900	-	252,300
Excess (Deficiency) of Revenues Over (Under) Expenditures	(154,600)	(63,900)	-	5,943,700
Transfers:				
Transfers In	154,600	63,900	-	1,663,600
Transfers Out	-	-	-	1,135,898
Net Transfers	154,600	63,900	-	527,702
Total Revenues & Transfers In	154,600	63,900	-	7,859,600
Total Expenditures & Transfers Out	154,600	63,900	-	1,388,198
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ -**	**$ -**	**$ 6,471,402**

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Capital Project Funds

	3000 FACILITY CONSTRUCTION	3001 CAPITAL IMPROVEMENTS	3002 PW GENERAL CAPITAL PROJECTS
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	-	-
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	-	-
Total Expenditures & Transfers Out	-	-	-
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ -**	**$ -**

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Capital Project Funds

	3003 TUMF CAPITAL PROJECTS	3005 FIRE SERVICES CAPITAL	3006 PARKS & RECREATION CAPITAL PROJ
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	-	-
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-
Transfers:			
Transfers In	-	-	691,300
Transfers Out	-	-	407,995
Net Transfers	-	-	283,305
Total Revenues & Transfers In	-	-	691,300
Total Expenditures & Transfers Out	-	-	407,995
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ -**	**$ 283,305**

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Capital Project Funds

	3007 PARK ACQUISITION & DEVELOPMENT	3301 DIF ARTERIAL STREETS CAPITAL PRO	3302 DIF TRAFFIC SIGNAL CAPITAL PROJ
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	500	500
Total Revenues	-	500	500
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	500	500
Transfers:			
Transfers In	-	-	720,000
Transfers Out	-	727,903	-
Net Transfers	-	(727,903)	720,000
Total Revenues & Transfers In	-	500	720,500
Total Expenditures & Transfers Out	-	727,903	-
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ (727,403)**	**$ 720,500**

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City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Capital Project Funds

	3311 DIF INTERCHANGE IMPROV CAP PROJ	3401 2005 LEASE REV BONDS-CAP ADMIN	3405 TOWNGATE IMPR SPCL TAX CAP ADMIN
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	-	-
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	3,600
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	30,900
Fixed Assets	-	-	-
Total Expenditures	-	-	34,500
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	(34,500)
Transfers:			
Transfers In	-	-	34,500
Transfers Out	-	-	-
Net Transfers	-	-	34,500
Total Revenues & Transfers In	-	-	34,500
Total Expenditures & Transfers Out	-	-	34,500
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ -**	**$ -**

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Capital Project Funds

	3406 2007 TWNGTE SPC TAX REF CAP ADM	3407 AUTOMALL CAP-ADMIN	3451 WARNER RANCH ASDST	Grand Total
Revenues:				
Taxes:				
Property Tax	$ -	$ -	$ -	$ -
Property Tax in-lieu	-	-	-	-
Utility Users Tax	-	-	-	-
Sales Tax	-	-	-	-
Other Taxes	-	-	-	-
State Gasoline Tax	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Use of Money & Property	-	-	-	-
Fines & Forfeitures	-	-	-	-
Miscellaneous	-	-	-	1,000
Total Revenues	-	-	-	1,000
Expenditures:				
Personnel Services	-	-	-	-
Contractual Services	3,300	4,100	-	11,000
Material & Supplies	-	-	-	-
Debt Service	-	-	-	-
Fixed Charges	154,400	59,800	-	245,100
Fixed Assets	-	-	-	-
Total Expenditures	157,700	63,900	-	256,100
Excess (Deficiency) of Revenues Over (Under) Expenditures	(157,700)	(63,900)	-	(255,100)
Transfers:				
Transfers In	157,700	63,900	-	1,667,400
Transfers Out	-	-	-	1,135,898
Net Transfers	157,700	63,900	-	531,502
Total Revenues & Transfers In	157,700	63,900	-	1,668,400
Total Expenditures & Transfers Out	157,700	63,900	-	1,391,998
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ -**	**$ -**	**$ 276,402**

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City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
CAPITAL PROJECTS FUNDS PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
3000 FACILITY CONSTRUCTION							
93000 Non-Dept Facility Construction	$ -	$ 2,400,000	$ -	$ -	$ -	$ -	$ -
3001 CAPITAL IMPROVEMENTS							
93001 Non-Dept Capital Improvements	-	-	-	-	-	-	-
3003 TUMF CAPITAL PROJECTS							
93003 Non-Dept Tumf Capital Projects	-	-	-	-	-	-	-
3005 FIRE SERVICES CAPITAL							
30160 Fire Capital	-	15	-	-	-	-	-
93005 Non-Dept Fire Services Capital	-	-	-	-	-	-	-
3006 PARKS & RECREATION CAPITAL PROJ							
93006 Non-Dept Parks & Recreation Capital Proj	-	34,000	407,995	407,995	-	407,995	-
3007 PARK ACQUISITION & DEVELOPMENT							
93007 Non-Dept Park Acquisition & Development	230	-	-	-	-	-	-
3301 DIF ARTERIAL STREETS CAPITAL PRO							
93301 Non-Dept DIF Arterial Streets Capital Pro	-	60,659	727,903	727,903	-	727,903	-
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ							
93302 Non-Dept DIF Traffic Signal Capital Proj	-	-	-	-	-	-	-
3401 2005 LEASE REV BONDS-CAP ADMIN							
93401 Non-Dept 2005 Lease Rev Bonds-Cap Admin	771	164	-	-	-	-	-
3405 TOWNGATE IMPR SPCL TAX CAP ADMIN							
93405 Non-Dept Towngate Impr Spcl Tax Cap Admin	47,603	32,602	32,600	33,800	1,200	34,500	700
3406 2007 TWNGTE SPC TAX REF CAP ADM							

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City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
CAPITAL PROJECTS FUNDS PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
93406 Non-Dept 2007 Twngte Spc Tax Ref Cap Adm	140,905	147,314	148,600	154,600	6,000	157,700	3,100
3407 AUTOMALL CAP-ADMIN							
93407 Non-Dept Automall Cap-Admin	138,508	63,867	63,800	63,900	100	63,900	-
3451 WARNER RANCH ASDST							
93451 Non-Dept Warner Ranch Asdst	2,769	-	800	-	(800)	-	-
	$ 330,785	**$ 2,738,621**	**$ 1,381,698**	**$ 1,388,198**	**$ 6,500**	**$ 1,391,998**	**$ 3,800**

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Enterprise Fund

	6010 ELECTRIC	6011 ELECTRIC - PUBLIC PURPOSE	6020 2007 TAXABLE LEASE REVENUE BONDS
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	18,915,548	-	-
Use of Money & Property	80,500	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	123,488	-	-
Total Revenues	19,119,536	-	-
Expenditures:			
Personnel Services	749,184	-	-
Contractual Services	377,740	-	3,500
Material & Supplies	171,700	-	-
Debt Service	43,520	-	1,831,644
Fixed Charges	1,519,494	-	-
Fixed Assets	13,451,429	-	-
Total Expenditures	16,313,067	-	1,835,144
Excess (Deficiency) of Revenues Over (Under) Expenditures	2,806,469	-	(1,835,144)
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	19,119,536	-	-
Total Expenditures & Transfers Out	16,313,067	-	1,835,144
Net Change or **Proposed Use of Fund Balance**	**$ 2,806,469**	**$ -**	**$ (1,835,144)**

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City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Enterprise Fund

	6030 2005 LEASE REVENUE BONDS	Grand Total
Revenues:		
Taxes:		
Property Tax	$ -	$ -
Property Tax in-lieu	-	-
Utility Users Tax	-	-
Sales Tax	-	-
Other Taxes	-	-
State Gasoline Tax	-	-
Licenses & Permits	-	-
Intergovernmental	-	-
Charges for Services	-	18,915,548
Use of Money & Property	-	80,500
Fines & Forfeitures	-	-
Miscellaneous	-	123,488
Total Revenues	-	19,119,536
Expenditures:		
Personnel Services	-	749,184
Contractual Services	-	381,240
Material & Supplies	-	171,700
Debt Service	322,763	2,197,927
Fixed Charges	-	1,519,494
Fixed Assets	-	13,451,429
Total Expenditures	322,763	18,470,974
Excess (Deficiency) of Revenues Over (Under) Expenditures	(322,763)	648,562
Transfers:		
Transfers In	-	-
Transfers Out	-	-
Net Transfers	-	-
Total Revenues & Transfers In	-	19,119,536
Total Expenditures & Transfers Out	322,763	18,470,974
Net Change or **Proposed Use of Fund Balance**	**$ (322,763)**	**$ 648,562**

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City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Enterprise Fund

	6010 ELECTRIC	6011 ELECTRIC - PUBLIC PURPOSE	6020 2007 TAXABLE LEASE REVENUE BONDS
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	19,285,102	-	-
Use of Money & Property	80,500	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	125,878	-	-
Total Revenues	19,491,480	-	-
Expenditures:			
Personnel Services	784,095	-	-
Contractual Services	380,525	-	3,500
Material & Supplies	151,700	-	-
Debt Service	43,520	-	1,827,495
Fixed Charges	1,519,494	-	-
Fixed Assets	13,829,635	-	-
Total Expenditures	16,708,969	-	1,830,995
Excess (Deficiency) of Revenues Over (Under) Expenditures	2,782,511	-	(1,830,995)
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	19,491,480	-	-
Total Expenditures & Transfers Out	16,708,969	-	1,830,995
Net Change or **Proposed Use of Fund Balance**	**$ 2,782,511**	**$ -**	**$ (1,830,995)**

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City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Enterprise Fund

	6030 2005 LEASE REVENUE BONDS	Grand Total
Revenues:		
Taxes:		
Property Tax	$ -	$ -
Property Tax in-lieu	-	-
Utility Users Tax	-	-
Sales Tax	-	-
Other Taxes	-	-
State Gasoline Tax	-	-
Licenses & Permits	-	-
Intergovernmental	-	-
Charges for Services	-	19,285,102
Use of Money & Property	-	80,500
Fines & Forfeitures	-	-
Miscellaneous	-	125,878
Total Revenues	-	19,491,480
Expenditures:		
Personnel Services	-	784,095
Contractual Services	-	384,025
Material & Supplies	-	151,700
Debt Service	322,263	2,193,278
Fixed Charges	-	1,519,494
Fixed Assets	-	13,829,635
Total Expenditures	322,263	18,862,227
Excess (Deficiency) of Revenues Over (Under) Expenditures	(322,263)	629,253
Transfers:		
Transfers In	-	-
Transfers Out	-	-
Net Transfers	-	-
Total Revenues & Transfers In	-	19,491,480
Total Expenditures & Transfers Out	322,263	18,862,227
Net Change or **Proposed Use of Fund Balance**	**$ (322,263)**	**$ 629,253**

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City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
ENTERPRISE FUND PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
6010 ELECTRIC							
45510 Electric Utility - General	$ 12,312,859	$ 14,775,305	$ 15,268,462	$ 15,591,767	$ 323,305	$ 15,862,669	$ 270,902
45511 Public Purpose Program	482,152	329,070	690,000	721,300	31,300	846,300	125,000
96010 Non-Dept Electric	-	-	-	-	-	-	-
6011 ELECTRIC - PUBLIC PURPOSE PRGMS							
45511 Public Purpose Program	-	-	-	-	-	-	-
6020 2007 TAXABLE LEASE REVENUE BONDS							
45520 2007 Taxable Lease Rev Bonds	1,433,876	1,410,668	1,834,883	1,835,144	261	1,830,995	(4,149)
96020 Non-Dept 2007 Taxable Lease Revenue Bonds	-	-	-	-	-	-	-
6030 2005 LEASE REVENUE BONDS							
45530 2005 Lease Revenue Bonds	217,740	212,658	318,338	322,763	4,425	322,263	(500)
96030 Non-Dept 2005 Lease Revenue Bonds	-	-	-	-	-	-	-
	$ 14,446,627	**$ 16,727,701**	**$ 18,111,683**	**$ 18,470,974**	**$ 359,291**	**$ 18,862,227**	**$ 391,253**

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City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Internal Service Funds

	7010 GENERAL LIABILITY INSURANCE	7110 WORKERS' COMPENSATION	7210 TECHNOLOGY SERVICES
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	793,152	-	3,989,300
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	785,600	633,000
Total Revenues	793,152	785,600	4,622,300
Expenditures:			
Personnel Services	198,191	57,516	1,935,700
Contractual Services	207,500	55,100	1,243,686
Material & Supplies	950,700	378,969	827,490
Debt Service	-	-	-
Fixed Charges	12,500	3,100	876,150
Fixed Assets	59,000	204,000	533,200
Total Expenditures	1,427,891	698,685	5,416,226
Excess (Deficiency) of Revenues Over (Under) Expenditures	(634,739)	86,915	(793,926)
Transfers:			
Transfers In	-	-	-
Transfers Out	43,950	4,500	-
Net Transfers	(43,950)	(4,500)	-
Total Revenues & Transfers In	793,152	785,600	4,622,300
Total Expenditures & Transfers Out	1,471,841	703,185	5,416,226
Net Change or **Proposed Use of Fund Balance**	**$ (678,689)**	**$ 82,415**	**$ (793,926)**

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Internal Service Funds

	7310 FACILITIES MAINTENANCE	7410 EQUIPMENT MAINTENANCE	7510 EQUIPT REPLACEMENT RESERVE
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	4,343,850	794,334	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	137,736	3,800	2,284,402
Total Revenues	4,481,586	798,134	2,284,402
Expenditures:			
Personnel Services	827,372	234,079	-
Contractual Services	2,111,720	26,800	-
Material & Supplies	394,650	431,984	-
Debt Service	-	-	-
Fixed Charges	660,205	96,100	120,000
Fixed Assets	-	-	-
Total Expenditures	3,993,947	788,963	120,000
Excess (Deficiency) of Revenues Over (Under) Expenditures	487,639	9,171	2,164,402
Transfers:			
Transfers In	-	-	-
Transfers Out	816,063	-	1,378,600
Net Transfers	(816,063)	-	(1,378,600)
Total Revenues & Transfers In	4,481,586	798,134	2,284,402
Total Expenditures & Transfers Out	4,810,010	788,963	1,498,600
Net Change or **Proposed Use of Fund Balance**	**$ (328,424)**	**$ 9,171**	**$ 785,802**

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Internal Service Funds

	7911 GRAPHICS SUPPORT	Grand Total
Revenues:		
Taxes:		
Property Tax	$ -	$ -
Property Tax in-lieu	-	-
Utility Users Tax	-	-
Sales Tax	-	-
Other Taxes	-	-
State Gasoline Tax	-	-
Licenses & Permits	-	-
Intergovernmental	-	-
Charges for Services	-	9,920,636
Use of Money & Property	-	-
Fines & Forfeitures	-	-
Miscellaneous	-	3,844,538
Total Revenues	-	13,765,174
Expenditures:		
Personnel Services	-	3,252,858
Contractual Services	-	3,644,806
Material & Supplies	-	2,983,793
Debt Service	-	-
Fixed Charges	-	1,768,055
Fixed Assets	-	796,200
Total Expenditures	-	12,445,712
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	1,319,462
Transfers:		
Transfers In	-	-
Transfers Out	-	2,243,113
Net Transfers	-	(2,243,113)
Total Revenues & Transfers In	-	13,765,174
Total Expenditures & Transfers Out	-	14,688,825
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ (923,651)**

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Internal Service Funds

	7010 GENERAL LIABILITY INSURANCE	7110 WORKERS' COMPENSATION	7210 TECHNOLOGY SERVICES
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	793,152	-	3,989,300
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	785,600	293,000
Total Revenues	793,152	785,600	4,282,300
Expenditures:			
Personnel Services	198,877	57,945	1,945,522
Contractual Services	207,500	55,100	1,263,847
Material & Supplies	950,700	378,969	738,490
Debt Service	-	-	-
Fixed Charges	12,500	3,100	876,150
Fixed Assets	59,000	204,000	533,200
Total Expenditures	1,428,577	699,114	5,357,209
Excess (Deficiency) of Revenues Over (Under) Expenditures	(635,425)	86,486	(1,074,909)
Transfers:			
Transfers In	-	-	-
Transfers Out	43,950	4,500	-
Net Transfers	(43,950)	(4,500)	-
Total Revenues & Transfers In	793,152	785,600	4,282,300
Total Expenditures & Transfers Out	1,472,527	703,614	5,357,209
Net Change or **Proposed Use of Fund Balance**	**$ (679,375)**	**$ 81,986**	**$ (1,074,909)**

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Internal Service Funds

	7310 FACILITIES MAINTENANCE	7410 EQUIPMENT MAINTENANCE	7510 EQUIPT REPLACEMENT RESERVE
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	4,343,850	782,334	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	137,736	3,800	2,284,402
Total Revenues	4,481,586	786,134	2,284,402
Expenditures:			
Personnel Services	833,033	235,641	-
Contractual Services	1,977,470	14,800	-
Material & Supplies	164,650	431,984	-
Debt Service	-	-	-
Fixed Charges	660,205	96,100	120,000
Fixed Assets	-	-	-
Total Expenditures	3,635,358	778,525	120,000
Excess (Deficiency) of Revenues Over (Under) Expenditures	846,228	7,609	2,164,402
Transfers:			
Transfers In	-	-	-
Transfers Out	816,563	-	166,181
Net Transfers	(816,563)	-	(166,181)
Total Revenues & Transfers In	4,481,586	786,134	2,284,402
Total Expenditures & Transfers Out	4,451,921	778,525	286,181
Net Change or **Proposed Use of Fund Balance**	**$ 29,665**	**$ 7,609**	**$ 1,998,221**

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Internal Service Funds

	7911 GRAPHICS SUPPORT	Grand Total
Revenues:		
Taxes:		
Property Tax	$ -	$ -
Property Tax in-lieu	-	-
Utility Users Tax	-	-
Sales Tax	-	-
Other Taxes	-	-
State Gasoline Tax	-	-
Licenses & Permits	-	-
Intergovernmental	-	-
Charges for Services	-	9,908,636
Use of Money & Property	-	-
Fines & Forfeitures	-	-
Miscellaneous	-	3,504,538
Total Revenues	-	13,413,174
Expenditures:		
Personnel Services	-	3,271,018
Contractual Services	-	3,518,717
Material & Supplies	-	2,664,793
Debt Service	-	-
Fixed Charges	-	1,768,055
Fixed Assets	-	796,200
Total Expenditures	-	12,018,783
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	1,394,391
Transfers:		
Transfers In	-	-
Transfers Out	-	1,031,194
Net Transfers	-	(1,031,194)
Total Revenues & Transfers In	-	13,413,174
Total Expenditures & Transfers Out	-	13,049,977
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ 363,197**

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City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
INTERNAL SERVICE FUNDS PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
7010 GENERAL LIABILITY INSURANCE							
14020 General Liability	$ 897,043	$ 856,960	$ 1,410,352	$ 1,427,891	$ 17,539	$ 1,428,577	$ 686
97010 Non-Dept General Liability Ins	-	43,950	43,950	43,950	-	43,950	-
7110 WORKERS' COMPENSATION							
18120 Workers Compensation	330,062	201,199	670,887	671,287	400	671,516	229
18130 Workers Compensation - Claims	43,266	13,066	27,048	27,398	350	27,598	200
97110 Non-Dept Workers Compensation	263,000	4,500	4,500	4,500	-	4,500	-
7210 TECHNOLOGY SERVICES							
25410 Enterprise Applications	1,113,277	1,427,982	1,729,553	1,539,944	(189,609)	1,573,258	33,314
25411 Network Operations	1,107,088	1,187,719	1,491,617	1,596,030	104,413	1,512,985	(83,045)
25412 Telecommunications	723,175	767,603	1,052,038	1,080,664	28,626	1,067,653	(13,011)
25413 Geographic Information Systems	601,614	454,469	919,180	666,388	(252,792)	670,113	3,725
25450 Enterprise Permitting System	-	-	-	-	-	-	-
25451 Class Recreation Software Imp	-	-	33,200	33,200	-	33,200	-
25452 Records Management System	-	20,150	109,000	-	(109,000)	-	-
25453 ERP Replacement Project	-	1,067,258	2,001,093	500,000	(1,501,093)	500,000	-
25454 Interactive Voice Response Sys	-	-	-	-	-	-	-
97210 Non-Dept Technology Services	-	(1,258,576)	-	-	-	-	-
7310 FACILITIES MAINTENANCE							
18140 Sec Grds - moved to FASD - DEL	-	-	-	-	-	-	-
18410 Facilities - General	-	-	988,227	994,737	6,510	993,971	(766)
18411 City Hall	-	-	725,400	810,055	84,655	605,055	(205,000)
18412 Corporate Yard	-	-	121,850	128,715	6,865	133,465	4,750

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City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
INTERNAL SERVICE FUNDS PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
18413 Transportation Trailer	-	-	5,400	5,415	15	5,415	-
18414 Public Safety Building	-	-	352,100	358,615	6,515	358,115	(500)
18415 Library - Facilities Maint	-	-	84,600	158,320	73,720	87,820	(70,500)
18416 Pro Shop	-	-	27,700	43,120	15,420	42,620	(500)
18417 MVTV Studio	-	-	11,600	-	(11,600)	-	-
18418 Animal Shelter	-	-	107,700	126,120	18,420	112,620	(13,500)
18419 Senior Center	-	-	93,800	95,625	1,825	95,625	-
18420 Towngate Community Cntr	-	-	37,900	37,850	(50)	37,850	-
18421 March Field Community Cntr	-	-	33,100	40,310	7,210	39,810	(500)
18422 TS Annex	-	-	94,500	-	(94,500)	-	-
18423 Recreation & Conference Cntr	-	-	262,800	286,040	23,240	265,540	(20,500)
18424 Facilities - Annex	-	-	-	-	-	-	-
18425 ESA Annex	-	-	12,500	-	(12,500)	-	-
18426 Fire Stations	-	-	-	-	-	-	-
18427 Warner Ranch Police Satellite	-	-	-	-	-	-	-
18428 Annex 1	-	-	15,700	132,800	117,100	132,800	-
18429 Fire Station #2 (Hemlock)	-	-	41,100	49,890	8,790	39,390	(10,500)
18430 Fire Station #6 (TownGate)	-	-	42,000	59,050	17,050	42,050	(17,000)
18431 Fire Station #48 (Sunnymead Rnch	-	-	37,000	45,845	8,845	35,345	(10,500)
18432 Fire Station #58 (Eucalyptus)	-	-	40,700	46,190	5,490	46,190	-
18433 Fire Station #65 (JFK)	-	-	35,200	41,640	6,440	31,640	(10,000)
18434 Fire Station #91 (College Park)	-	-	41,800	50,740	8,940	42,740	(8,000)
18435 Utilities Field Office	-	-	4,600	7,740	3,140	7,740	-
18436 Veterans Memorial	-	-	9,000	8,000	(1,000)	8,000	-
18437 Emergency Ops Center	-	-	81,500	59,050	(22,450)	61,050	2,000

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
INTERNAL SERVICE FUNDS PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
18438 In House Copier	-	-	150,000	150,000	-	150,000	-
18439 Fire Station #99 (Morrison Park)	-	-	-	29,790	29,790	30,790	1,000
18440 Security Guards	-	-	218,785	228,290	9,505	229,717	1,427
25610 Facilities - General	954,282	914,139	-	-	-	-	-
25611 City Hall	484,802	504,827	-	-	-	-	-
25612 Corporate Yard	99,562	106,372	-	-	-	-	-
25613 Transportation Trailer	5,270	4,906	-	-	-	-	-
25614 Public Safety Building	309,633	329,051	-	-	-	-	-
25615 Library	74,746	80,768	-	-	-	-	-
25616 Pro Shop	20,441	12,025	-	-	-	-	-
25617 MVTV Studio	8,693	3,618	-	-	-	-	-
25618 Animal Shelter	76,464	82,778	-	-	-	-	-
25619 Senior Center	80,896	82,478	-	-	-	-	-
25620 Towngate Community Cntr	27,395	26,726	-	-	-	-	-
25621 March Field Community Cntr	26,909	30,112	-	-	-	-	-
25622 TS Annex	86,586	86,380	-	-	-	-	-
25623 Recreation & Conference Cntr	215,493	207,746	-	-	-	-	-
25624 Facilities - Annex	3,240	6,143	-	-	-	-	-
25625 ESA Annex	12,821	13,894	-	-	-	-	-
25626 Fire Stations	-	-	-	-	-	-	-
25627 Warner Ranch Police Satellite	-	-	-	-	-	-	-
25628 Annex I	20,774	15,736	-	-	-	-	-
25629 Fire Station #2 (Hemlock)	30,548	35,934	-	-	-	-	-
25630 Fire Station #6 (TownGate)	32,996	39,954	-	-	-	-	-
25631 Fire Station #48 (Sunnymead Ra	24,750	20,400	-	-	-	-	-

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City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
INTERNAL SERVICE FUNDS PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
25632 Fire Station #58 (Eucalyptus)	35,028	30,641	-	-	-	-	-
25633 Fire Station #65 (JFK)	35,481	21,864	-	-	-	-	-
25634 Fire Station #91 (College Park	40,208	37,466	-	-	-	-	-
25635 Utilities Field Office	864	948	-	-	-	-	-
25636 Veterans Memorial	4,861	5,480	-	-	-	-	-
25637 Emergency Ops Center	35,371	47,596	-	-	-	-	-
25638 In House Copier	138,910	101,023	-	-	-	-	-
25639 Fire Station #99 (Morrison Park)	-	-	-	-	-	-	-
25640 Security Guards	164,142	167,260	-	-	-	-	-
97310 Non-Dept Facilities	855,025	1,138,511	740,163	816,063	75,900	816,563	500
7410 EQUIPMENT MAINTENANCE							
45360 Equipment Maintenance	652,610	829,267	774,229	788,963	14,734	778,525	(10,438)
97410 Non-Dept Equipment Maintenance	-	-	-	-	-	-	-
7510 EQUIPT REPLACEMENT RESERVE							
88110 Non-Dept Vehicles	-	-	-	-	-	-	-
88190 Non-Dept Other	352,255	296,905	623,579	1,498,600	875,021	286,181	(1,212,419)
7911 GRAPHICS SUPPORT							
16250 Graphics Support ISF	-	-	-	-	-	-	-
	$ 9,989,582	**$ 10,067,228**	**$ 15,306,951**	**$ 14,688,825**	**$ (618,126)**	**$ 13,049,977**	**$ (1,638,848)**

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Debt Service Funds

	3701 2005 LEASE REV BONDS-DEBT SVC	3705 TOWNGATE IMPR SPCL TAX REF DEBTS	3706 TOWNGATE SPCL TAX REF DEBT SERV
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	115,500	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	100	300
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	115,600	300
Expenditures:			
Personnel Services	-	-	-
Contractual Services	2,100	-	-
Material & Supplies	-	-	-
Debt Service	2,640,800	355,100	1,011,000
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	2,642,900	355,100	1,011,000
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,642,900)	(239,500)	(1,010,700)
Transfers:			
Transfers In	2,647,973	277,181	1,182,347
Transfers Out	-	33,800	154,600
Net Transfers	2,647,973	243,381	1,027,747
Total Revenues & Transfers In	2,647,973	392,781	1,182,647
Total Expenditures & Transfers Out	2,642,900	388,900	1,165,600
Net Change or **Proposed Use of Fund Balance**	**$ 5,073**	**$ 3,881**	**$ 17,047**

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Debt Service Funds

	3707 AUTOMALL REFIN-CFD#3 DEBT SERV	3750 CH COP 97 DEBT SERVICE	3751 2011 PRIV PLACE REF 97 LRBS
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	54,400	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	200	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	54,600	-	-
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	22,400	-	340,400
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	22,400	-	340,400
Excess (Deficiency) of Revenues Over (Under) Expenditures	32,200	-	(340,400)
Transfers:			
Transfers In	109,451	-	340,400
Transfers Out	63,900	-	-
Net Transfers	45,551	-	340,400
Total Revenues & Transfers In	164,051	-	340,400
Total Expenditures & Transfers Out	86,300	-	340,400
Net Change or **Proposed Use of Fund Balance**	**$ 77,751**	**$ -**	**$ -**

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Debt Service Funds

	3753 2011 PRIV PLMT REF 97 VAR COPS	3754 PUB SAFETY BOND DEBT SERVICE	3756 OPA SALES TAX #2	Grand Total
Revenues:				
Taxes:				
Property Tax	$ -	$ -	$ -	$ -
Property Tax in-lieu	-	-	-	-
Utility Users Tax	-	-	-	-
Sales Tax	-	-	-	-
Other Taxes	-	-	-	169,900
State Gasoline Tax	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Use of Money & Property	-	-	-	600
Fines & Forfeitures	-	-	-	-
Miscellaneous	-	-	-	-
Total Revenues	-	-	-	170,500
Expenditures:				
Personnel Services	-	-	-	-
Contractual Services	-	-	-	2,100
Material & Supplies	-	-	-	-
Debt Service	787,000	-	-	5,156,700
Fixed Charges	-	-	-	-
Fixed Assets	-	-	-	-
Total Expenditures	787,000	-	-	5,158,800
Excess (Deficiency) of Revenues Over (Under) Expenditures	(787,000)	-	-	(4,988,300)
Transfers:				
Transfers In	787,000	-	-	5,344,352
Transfers Out	-	-	-	252,300
Net Transfers	787,000	-	-	5,092,052
Total Revenues & Transfers In	787,000	-	-	5,514,852
Total Expenditures & Transfers Out	787,000	-	-	5,411,100
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ -**	**$ -**	**$ 103,752**

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Debt Service Funds

	3701 2005 LEASE REV BONDS-DEBT SVC	3705 TOWNGATE IMPR SPCL TAX REF DEBTS	3706 TOWNGATE SPCL TAX REF DEBT SERV
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	115,800	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	100	300
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	115,900	300
Expenditures:			
Personnel Services	-	-	-
Contractual Services	4,200	-	-
Material & Supplies	-	-	-
Debt Service	2,646,200	355,700	1,013,200
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	2,650,400	355,700	1,013,200
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,650,400)	(239,800)	(1,012,900)
Transfers:			
Transfers In	2,730,000	280,000	1,190,000
Transfers Out	-	34,500	157,700
Net Transfers	2,730,000	245,500	1,032,300
Total Revenues & Transfers In	2,730,000	395,900	1,190,300
Total Expenditures & Transfers Out	2,650,400	390,200	1,170,900
Net Change or **Proposed Use of Fund Balance**	**$ 79,600**	**$ 5,700**	**$ 19,400**

Item No. G.2

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Debt Service Funds

	3707 AUTOMALL REFIN-CFD#3 DEBT SERV	3750 CH COP 97 DEBT SERVICE	3751 2011 PRIV PLACE REF 97 LRBS
Revenues:			
Taxes:			
Property Tax	$ -	$ -	$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	52,700	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	200	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	52,900	-	-
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	21,200	-	338,000
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	21,200	-	338,000
Excess (Deficiency) of Revenues Over (Under) Expenditures	31,700	-	(338,000)
Transfers:			
Transfers In	110,000	-	338,000
Transfers Out	63,900	-	-
Net Transfers	46,100	-	338,000
Total Revenues & Transfers In	162,900	-	338,000
Total Expenditures & Transfers Out	85,100	-	338,000
Net Change or **Proposed Use of Fund Balance**	**$ 77,800**	**$ -**	**$ -**

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Debt Service Funds

	3753 2011 PRIV PLMT REF 97 VAR COPS	3754 PUB SAFETY BOND DEBT SERVICE	3756 OPA SALES TAX #2	Grand Total
Revenues:				
Taxes:				
Property Tax	$ -	$ -	$ -	$ -
Property Tax in-lieu	-	-	-	-
Utility Users Tax	-	-	-	-
Sales Tax	-	-	-	-
Other Taxes	-	-	-	168,500
State Gasoline Tax	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Use of Money & Property	-	-	-	600
Fines & Forfeitures	-	-	-	-
Miscellaneous	-	-	-	-
Total Revenues	-	-	-	169,100
Expenditures:				
Personnel Services	-	-	-	-
Contractual Services	-	-	-	4,200
Material & Supplies	-	-	-	-
Debt Service	787,500	-	-	5,161,800
Fixed Charges	-	-	-	-
Fixed Assets	-	-	-	-
Total Expenditures	787,500	-	-	5,166,000
Excess (Deficiency) of Revenues Over (Under) Expenditures	(787,500)	-	-	(4,996,900)
Transfers:				
Transfers In	787,500	-	-	5,435,500
Transfers Out	-	-	-	256,100
Net Transfers	787,500	-	-	5,179,400
Total Revenues & Transfers In	787,500	-	-	5,604,600
Total Expenditures & Transfers Out	787,500	-	-	5,422,100
Net Change or **Proposed Use of Fund Balance**	**$ -**	**$ -**	**$ -**	**$ 182,500**

Item No. G.2

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEBT SERVICE FUNDS PROGRAM SUMMARY

	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
3701 2005 LEASE REV BONDS-DEBT SVC							
93701 Non-Dept 2005 Lease Rev Bonds-Debt Svc	$ 2,641,743	$ 2,646,120	$ 2,650,800	$ 2,642,900	$ (7,900)	$ 2,650,400	$ 7,500
3705 TOWNGATE IMPR SPCL TAX REF DEBTS							
93705 Non-Dept Towngate Impr Spcl Tax Ref Debts	402,855	389,673	389,700	388,900	(800)	390,200	1,300
3706 TOWNGATE SPCL TAX REF DEBT SERV							
93706 Non-Dept Towngate Spcl Tax Ref Debt Serv	1,155,349	1,162,894	1,162,900	1,165,600	2,700	1,170,900	5,300
3707 AUTOMALL REFIN-CFD#3 DEBT SERV							
93707 Non-Dept Automall Refin-CFD#3 Debt Serv	1,424,150	1,062,588	393,500	86,300	(307,200)	85,100	(1,200)
3750 CH COP 97 DEBT SERVICE							
93750 Non-Dept CH COP 97 Debt Service	6,021,090	-	-	-	-	-	-
3751 2011 PRIV PLACE REF 97 LRBS							
93751 Non-Dept 2011 Priv Place Ref. 97 LRBS	3,272,000	386,032	403,750	340,400	(63,350)	338,000	(2,400)
3753 2011 PRIV PLMT REF 97 VAR COPS							
93753 Non-Dept 2011 Priv Plmt Ref 97 Var Cops	4,343,500	787,318	792,320	787,000	(5,320)	787,500	500
3754 PUB SAFETY BOND DEBT SERVICE							
93754 Non-Dept Pub Safety Bond Debt Service	4,345,967	-	-	-	-	-	-
3756 OPA SALES TAX #2							
93756 Non-Dept OPA Sales Tax #2	449,473	1	-	-	-	-	-
	$ 24,056,126	**$ 6,434,624**	**$ 5,792,970**	**$ 5,411,100**	**$ (381,870)**	**$ 5,422,100**	**$ 11,000**

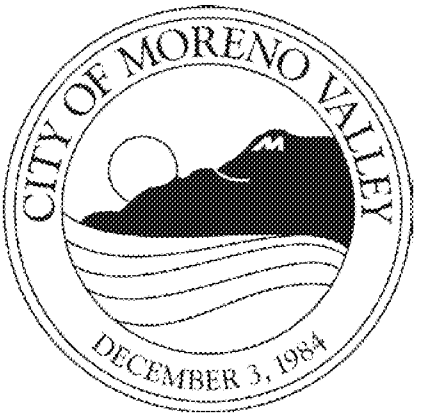
CITY OF MORENO VALLEY
DECEMBER 3, 1984

City of Moreno Valley
2013/14 - 2014/15
Proposed Operating Budget
REVENUE DETAIL BY FUND

Fund / Fund Title	Object Description	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
1010 GENERAL FUND	401000 - Property Tax - Secured	$ 3,982,791	$ 4,090,853	$ 4,347,000	$ 4,183,600	$ (163,400)	$ 4,246,300	$ 62,700
1010 GENERAL FUND	401010 - Property Tax - Unsecured	196,530	197,547	200,000	225,200	25,200	228,600	3,400
1010 GENERAL FUND	401020 - Property Tax - Prior Years	51,200	49,179	77,000	50,600	(26,400)	51,000	400
1010 GENERAL FUND	401030 - Property Tax - Homeowner Exemp	69,082	68,831	67,000	67,700	700	68,000	300
1010 GENERAL FUND	401050 - Property Tax - Teeter/Del Tax	295,209	193,804	309,000	160,000	(149,000)	160,000	-
1010 GENERAL FUND	401060 - Property Tax in Lieu-VLF	13,055,796	13,170,964	13,300,000	13,640,000	340,000	13,890,000	250,000
1010 GENERAL FUND	401070 - Structural Fire Tax	4,836,034	4,797,159	4,900,000	4,960,000	60,000	5,050,000	90,000
1010 GENERAL FUND	402000 - Sales Tax - General	7,119,620	10,848,031	9,450,000	12,000,000	2,550,000	12,800,000	800,000
1010 GENERAL FUND	402010 - Sales Tax - Note No. 1	544,542	-	600,000	-	(600,000)	-	-
1010 GENERAL FUND	402020 - Sales Tax - Note No. 2	449,473	-	470,000	-	(470,000)	-	-
1010 GENERAL FUND	402030 - Property Tax in Lieu-Sales Tax	3,169,800	3,155,962	3,280,000	3,570,000	290,000	3,620,000	50,000
1010 GENERAL FUND	403000 - Transient Occupancy Tax	692,586	747,100	720,000	820,000	100,000	860,000	40,000
1010 GENERAL FUND	405000 - Business Gross Receipts	1,053,145	1,175,104	1,140,000	1,225,000	85,000	1,250,000	25,000
1010 GENERAL FUND	406000 - Documentary Transfer Tax	424,931	434,554	470,000	480,000	10,000	500,000	20,000
1010 GENERAL FUND	407000 - Utility Users Tax	15,317,439	15,591,386	16,060,000	16,114,000	54,000	16,428,000	314,000
1010 GENERAL FUND	420000 - Animal Licenses	281,038	273,853	272,000	272,000	-	272,000	-
1010 GENERAL FUND	420010 - Business License	354,439	392,505	378,000	400,000	22,000	405,000	5,000
1010 GENERAL FUND	425000 - Building Permits	479,460	572,741	630,000	560,000	(70,000)	560,000	-
1010 GENERAL FUND	425010 - Electrical Permits	78,982	113,875	110,000	120,000	10,000	120,000	-
1010 GENERAL FUND	425020 - Mechanical Permits	47,304	71,902	65,000	80,000	15,000	80,000	-
1010 GENERAL FUND	425030 - Plumbing Permits	30,413	45,303	39,000	39,000	-	39,000	-
1010 GENERAL FUND	425040 - Fire Inspection Permits	3,880	5,796	6,300	7,500	1,200	7,700	200
1010 GENERAL FUND	425050 - Sign Permits	14,963	18,303	9,000	14,000	5,000	14,000	-
1010 GENERAL FUND	425060 - Encroachment Permits	15,498	25,338	20,000	17,000	(3,000)	17,000	-
1010 GENERAL FUND	425070 - Grading Permits	2,092	2,790	2,500	2,500	-	2,500	-
1010 GENERAL FUND	426010 - Film Permits	-	-	-	-	-	-	-
1010 GENERAL FUND	426090 - Other Permits	1,312	1,394	-	2,000	2,000	2,000	-
1010 GENERAL FUND	440000 - Animal Services Violations	37,895	32,598	33,000	33,000	-	33,000	-
1010 GENERAL FUND	440010 - Ani. Control Taxable Sales	4,051	5,532	4,500	4,500	-	4,500	-
1010 GENERAL FUND	440020 - A/C Non-Tax Sales (Adoptions)	36,621	37,843	35,000	35,000	-	35,000	-
1010 GENERAL FUND	440030 - Ani. Control Forfeited Deposit	9,706	8,525	8,000	8,000	-	8,000	-
1010 GENERAL FUND	440040 - Business License Penalty	32,484	32,582	30,000	40,000	10,000	45,000	5,000
1010 GENERAL FUND	440070 - Civil Penalties	-	-	-	500	500	500	-

MV00206993

City of Moreno Valley
2013/14 - 2014/15
Proposed Operating Budget
REVENUE DETAIL BY FUND

Fund / Fund Title	Object Description	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
1010 GENERAL FUND	440080 - Parking Cntrl Penalts-Handicapp	36,569	19,400	18,000	18,000	-	18,000	-
1010 GENERAL FUND	440090 - Reimbursable Court Costs	300	351	1,000	500	(500)	500	-
1010 GENERAL FUND	440100 - Graffiti Restitution	8,028	6,701	2,000	2,000	-	2,000	-
1010 GENERAL FUND	440200 - Fines & Forfeitures	646,222	503,259	475,000	500,000	25,000	500,000	-
1010 GENERAL FUND	460010 - Interest Income - Investments	1,011,060	1,401,509	2,316,500	2,100,000	(216,500)	2,000,000	(100,000)
1010 GENERAL FUND	460020 - Interest Income - Mall Note	544,542	552,160	600,000	525,000	(75,000)	525,000	-
1010 GENERAL FUND	460040 - Interest Income - CRC Note	298,513	-	317,000	-	(317,000)	-	-
1010 GENERAL FUND	460050 - Interest Inc. - RDA Loan	348,672	-	-	-	-	-	-
1010 GENERAL FUND	460200 - Interest Income - Other	5,003	3,168	10,000	10,000	-	10,000	-
1010 GENERAL FUND	461000 - Principal Repayment	-	44,375	-	-	-	-	-
1010 GENERAL FUND	463070 - Lease Payments - Sub-Agents	8,500	5,500	7,000	6,000	(1,000)	6,000	-
1010 GENERAL FUND	463080 - Cell Tower Rental Income	46,051	46,734	45,800	47,000	1,200	48,600	1,600
1010 GENERAL FUND	464000 - Investment Gains/Losses	1,234,012	861,227	-	-	-	-	-
1010 GENERAL FUND	464010 - Unrealized Gains/Losses	350,545	1,089,807	-	-	-	-	-
1010 GENERAL FUND	480000 - Motor Veh-in-Lieu Fees	887,331	-	-	-	-	-	-
1010 GENERAL FUND	480010 - Motor Veh-in-Lieu Suppl.	-	96,578	-	-	-	-	-
1010 GENERAL FUND	480020 - Off-Road Motor Vehicle Fees	-	-	-	-	-	-	-
1010 GENERAL FUND	480120 - Emergency Svc Agncy Fines (Co)	-	38,343	-	-	-	-	-
1010 GENERAL FUND	480130 - Riverside Co. Landfill Tipping	34,781	34,248	35,000	35,000	-	35,000	-
1010 GENERAL FUND	480140 - Abandoned Vehicle Abatement	190,649	171,636	200,000	200,000	-	200,000	-
1010 GENERAL FUND	480150 - Asset Forfeitures	-	42,388	-	-	-	-	-
1010 GENERAL FUND	480170 - SB90 State Mandated Costs	-	-	-	-	-	-	-
1010 GENERAL FUND	481000 - State Reimbursements	-	-	-	-	-	-	-
1010 GENERAL FUND	481010 - AB1662-Booking Fees Reimbmt	-	-	-	-	-	-	-
1010 GENERAL FUND	483000 - Riverside County Reimbursement	-	-	-	-	-	-	-
1010 GENERAL FUND	483010 - Reimbursements - Other Govts	-	-	-	-	-	-	-
1010 GENERAL FUND	485000 - Fed Grant-Operating Revenue	8,035	-	-	-	-	-	-
1010 GENERAL FUND	486000 - State Grant-Operating Revenue	-	15,000	-	30,000	30,000	-	(30,000)
1010 GENERAL FUND	487000 - County Grant-Operating Revenue	-	-	-	-	-	-	-

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1010 GENERAL FUND	489000 - Other Grant-Operating Revenue	-	-	6,000	-	(6,000)	-	-
1010 GENERAL FUND	500010 - Franchise Fees	4,888,143	5,008,507	5,170,000	5,250,000	80,000	5,375,000	125,000
1010 GENERAL FUND	500020 - Franchise In Lieu Fees	150,456	168,267	240,000	190,000	(50,000)	200,000	10,000
1010 GENERAL FUND	500100 - False Alarm Fees	171,744	163,142	155,000	155,400	400	155,800	400
1010 GENERAL FUND	500300 - Police Fees	236,785	213,613	210,000	210,000	-	210,000	-
1010 GENERAL FUND	500310 - Towngate Mall Police Reimb	409,845	494,206	400,000	513,000	113,000	539,000	26,000
1010 GENERAL FUND	500400 - Animal Services Fees	136,162	121,356	120,000	120,000	-	120,000	-
1010 GENERAL FUND	500410 - Animal Services	101,560	64,364	80,000	80,000	-	80,000	-
1010 GENERAL FUND	500500 - First Aid Fees & Materials	20,030	11,689	10,000	4,000	(6,000)	4,000	-
1010 GENERAL FUND	500510 - First Aid Class Materials	1,025	-	-	-	-	-	-
1010 GENERAL FUND	500520 - FEMA Cert Fees	1,440	885	500	500	-	500	-
1010 GENERAL FUND	500600 - Reimbursement Agreement	107,554	99,331	-	106,000	106,000	106,000	-
1010 GENERAL FUND	500700 - Developer Reimbursement	-	-	-	-	-	-	-
1010 GENERAL FUND	500900 - Admin Citation Fees	388,295	391,072	240,000	298,000	58,000	298,000	-
1010 GENERAL FUND	501000 - Graffiti Abatement Fees	1,200	1,200	1,000	-	(1,000)	-	-
1010 GENERAL FUND	501010 - Real Estate Dem & Lien Rel Fees	-	-	-	50,000	50,000	50,000	-
1010 GENERAL FUND	501020 - Parking Control Fees	1,093,020	1,154,646	1,200,000	1,200,000	-	1,200,000	-
1010 GENERAL FUND	501030 - Nuisance Abatement Fees	113,074	150,762	45,000	78,000	33,000	120,000	42,000
1010 GENERAL FUND	501040 - Rotational Tow	3,851	21,959	11,000	15,000	4,000	15,000	-
1010 GENERAL FUND	501110 - Red Light Photo Enf Fees	-	-	-	-	-	-	-
1010 GENERAL FUND	501200 - Third Party Collections	-	13,695	30,000	34,000	4,000	34,000	-
1010 GENERAL FUND	509000 - Other Fees	1,791	1,648	1,500	1,600	100	1,600	-
1010 GENERAL FUND	520000 - Special Inspection Fees	220,207	204,939	158,000	191,000	33,000	191,000	-
1010 GENERAL FUND	520010 - Fire Inspection Fees	200,268	262,685	187,000	359,900	172,900	366,500	6,600
1010 GENERAL FUND	520012 - Fire Inspection Fees - T&M	-	23,145	-	-	-	-	-
1010 GENERAL FUND	520015 - Fire Inspection Fees - Cert of Occupancy	-	-	-	-	-	-	-
1010 GENERAL FUND	520040 - Apt Complex Inspection Fees	-	27,458	3,560	333,311	329,751	342,590	9,279
1010 GENERAL FUND	520050 - Transp Inspection Fees	206,252	11,976	8,100	10,000	1,900	10,000	-
1010 GENERAL FUND	520060 - Utility Inspection Fees	-	-	-	-	-	-	-
1010 GENERAL FUND	520070 - Traffic Signal Inspection Fees	-	-	-	-	-	-	-
1010 GENERAL FUND	523010 - Insp Fees - Engineering	279,030	419,686	350,000	380,000	30,000	400,000	20,000
1010 GENERAL FUND	525000 - Planning Fees	526,288	798,666	660,000	1,000,000	340,000	1,000,000	-
1010 GENERAL FUND	525010 - Home Occupation Fees	-	-	-	-	-	-	-
1010 GENERAL FUND	525020 - Admin Fees - SB1473	152	457	400	400	-	400	-

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1010 GENERAL FUND	525022 - Admin Fees - SB1186	-	-	-	4,000	4,000	4,000	-
1010 GENERAL FUND	540000 - Bldg. & Safety Plan Check F	152,230	448,230	440,000	440,000	-	440,000	-
1010 GENERAL FUND	540020 - Mechanical Plan Check Fees	-	-	-	-	-	-	-
1010 GENERAL FUND	540030 - Fire Plan Check Fees	135,741	144,481	30,000	184,000	154,000	187,600	3,600
1010 GENERAL FUND	540032 - Fire Plan Check Fees - T&M	-	27,194	-	-	-	-	-
1010 GENERAL FUND	540040 - Engineering Plan Check Fees	473,580	825,378	620,000	520,000	(100,000)	520,000	-
1010 GENERAL FUND	540050 - Transportation Plan Check Fees	29,789	80,655	27,600	20,000	(7,600)	20,000	-
1010 GENERAL FUND	580010 - Claims, Judgemnts, Settlmnt	503,240	6,938	5,000	5,000	-	5,000	-
1010 GENERAL FUND	580020 - Solid Waste Delinquencies	2,300	2,300	-	-	-	-	-
1010 GENERAL FUND	580030 - Car Pool Charges	1,148	963	1,000	1,000	-	1,000	-
1010 GENERAL FUND	580040 - Fixed Asset Sales/Gains	1,618	-	-	-	-	-	-
1010 GENERAL FUND	580050 - CalCard Rebates	18,317	19,103	7,000	16,000	9,000	16,000	-
1010 GENERAL FUND	580060 - Legal Cost Recovery	24,750	(884)	5,000	5,000	-	5,000	-
1010 GENERAL FUND	580070 - Pepsi Revenue	-	-	-	-	-	-	-
1010 GENERAL FUND	580080 - Rebates-Energy Effeciency	55,719	-	-	-	-	-	-
1010 GENERAL FUND	580160 - Comms Eqpt-Placement in ROW	-	-	43,200	-	(43,200)	-	-
1010 GENERAL FUND	580170 - Comm Eqpt-Stlght/Util Pole Att	-	-	20,000	-	(20,000)	-	-
1010 GENERAL FUND	580180 - Const/Inspection Fee-for-Svcs	-	-	40,000	-	(40,000)	-	-
1010 GENERAL FUND	580200 - Donations	45,031	384	4,400	4,400	-	4,400	-
1010 GENERAL FUND	583000 - Deptl Program Income - CDBG	28,241	-	-	-	-	-	-
1010 GENERAL FUND	585010 - In-House Copier Charges	15,949	122	-	-	-	-	-
1010 GENERAL FUND	585020 - Administrative Charges	2,269,688	2,349,590	2,270,000	2,521,284	251,284	2,521,284	-
1010 GENERAL FUND	585050 - Fixed Asset Trade-In Allowance	-	-	-	-	-	-	-
1010 GENERAL FUND	585060 - Reimbursements-Interfund	20,042	-	-	-	-	-	-
1010 GENERAL FUND	589040 - Endowment Contribution	-	-	-	-	-	-	-
1010 GENERAL FUND	589900 - Other Misc. Revenue	111,459	111,720	27,950	20,000	(7,950)	20,000	-
1010 GENERAL FUND	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
1010 GENERAL FUND	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	802000 - Transfers in - from GAS TAX FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	802008 - Transfers in - from STORM WATER MANAGEMENT	-	-	-	-	-	-	-

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1010 GENERAL FUND	802011 - Transfers in - from PUB/EDUC/GOVT ACCESS PROG FD	-	-	-	-	-	-	-
1010 GENERAL FUND	802016 - Transfers in - from THE DISASTER FUND	-	-	390,300	-	(390,300)	-	-
1010 GENERAL FUND	802201 - Transfers in - from CHILD CARE GRANT FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	802202 - Transfers in - from STARS PROGRAM GRANT FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	802206 - Transfers in - from USED OIL BLOCK GRANTS (UBG)	-	-	-	-	-	-	-
1010 GENERAL FUND	802501 - Transfers in - from OTS GRANTS - NON PUBLIC SAFETY	-	-	-	-	-	-	-
1010 GENERAL FUND	802512 - Transfers in - from COMM DEV BLK GRANTS (CDBG)	-	-	-	-	-	-	-
1010 GENERAL FUND	802700 - Transfers in - from LLEBG GRANTS	-	-	-	-	-	-	-
1010 GENERAL FUND	802705 - Transfers in - from OTS GRANTS - PUBLIC SAFETY	-	-	-	-	-	-	-
1010 GENERAL FUND	802901 - Transfers in - from DIF - ARTERIAL STREETS	-	-	-	-	-	-	-
1010 GENERAL FUND	802902 - Transfers in - from DIF - TRAFFIC SIGNALS	-	-	-	-	-	-	-
1010 GENERAL FUND	802903 - Transfers in - from DIF - FIRE	-	-	-	-	-	-	-
1010 GENERAL FUND	802904 - Transfers in - from DIF - POLICE	-	-	-	-	-	-	-
1010 GENERAL FUND	802905 - Transfers in - from DIF - PARKLAND FACILITIES	-	-	-	-	-	-	-
1010 GENERAL FUND	802906 - Transfers in - from DIF - QUIMBY IN-LIEU PARK FEES	-	-	-	-	-	-	-
1010 GENERAL FUND	802907 - Transfers in - from DIF - CRC (REC CTR)	-	-	-	-	-	-	-
1010 GENERAL FUND	802908 - Transfers in - from DIF - LIBRARY	-	-	-	-	-	-	-
1010 GENERAL FUND	802909 - Transfers in - from DIF - CITY HALL	-	-	-	-	-	-	-
1010 GENERAL FUND	802910 - Transfers in - from DIF - CORPORATE YARD	-	-	-	-	-	-	-
1010 GENERAL FUND	802911 - Transfers in - from DIF - INTERCHG IMPROV	-	-	-	-	-	-	-
1010 GENERAL FUND	802912 - Transfers in - from DIF - MAINT EQUIP	-	-	-	-	-	-	-

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1010 GENERAL FUND	802913 - Transfers in - from DIF - ANIMAL SHELTER	-	-	-	-	-	-	-
1010 GENERAL FUND	803000 - Transfers in - from FACILITY CONST FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	803005 - Transfers in - from FIRE SERVICES CAP FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	803754 - Transfers in - from PUB SAFTY BOND DEBT SERV FUND	438,751	-	-	-	-	-	-
1010 GENERAL FUND	804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	805011 - Transfers in - from ZONE "A" PARKS FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	805012 - Transfers in - from ZONE "B" ST LGHT FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	805013 - Transfers in - from ZONE "E" EXT LDSC FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	805111 - Transfers in - from ZONE "D" STD LDSC FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	806010 - Transfers in - from ELECTRIC FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	806020 - Transfers in - from 2007 TAXABLE LEASE REV BONDS	-	-	-	-	-	-	-
1010 GENERAL FUND	807010 - Transfers in - from GENERAL LIABILITY INS FUND	-	43,950	43,950	43,950	-	43,950	-
1010 GENERAL FUND	807110 - Transfers in - from WORKERS COMPENSATION FUND	263,000	4,500	4,500	4,500	-	4,500	-
1010 GENERAL FUND	807210 - Transfers in - from TECH SVCS FUND (ADMIN/OPER)	-	-	-	-	-	-	-
1010 GENERAL FUND	807310 - Transfers in - from FACILITIES FUND (ADMIN/OPER)	-	354,046	29,063	29,063	-	29,063	-
1010 GENERAL FUND	807410 - Transfers in - from EQUIPMENT MAINTENANCE FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	71,300	137,160	120,579	837,025	716,446	40,277	(796,748)
1010 GENERAL FUND	807911 - Transfers in - from GRAPHIC SUPPORT FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	808010 - Transfers in - from RDA ADMIN FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	808210 - Transfers in - from RDA HOUSING FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	808311 - Transfers in - from RDA TAX INCREMENT FUND	-	-	-	-	-	-	-

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1010 GENERAL FUND Total		**72,267,193**	**75,478,924**	**74,476,202**	**77,839,933**	**3,363,731**	**78,823,664**	**983,731**
2000 GAS TAX	408000 - State Gas Tax 2107	1,304,176	1,275,391	1,304,733	1,337,286	32,553	1,370,718	33,432
2000 GAS TAX	408010 - State Gas Tax 2107.5	10,000	10,000	10,000	10,000	-	10,000	-
2000 GAS TAX	408020 - State Gas Tax 2106	597,281	551,563	585,086	599,713	14,627	614,706	14,993
2000 GAS TAX	408030 - State Gas Tax 2105	976,337	888,766	883,480	905,567	22,087	928,206	22,639
2000 GAS TAX	408040 - State Gas Tax 2103	-	2,627,148	2,136,770	2,190,189	53,419	2,244,944	54,755
2000 GAS TAX	460010 - Interest Income - Investments	(2,922)	863	(2,400)	1,000	3,400	1,000	-
2000 GAS TAX	464010 - Unrealized Gains/Losses	257	(1,665)	-	-	-	-	-
2000 GAS TAX	500700 - Developer Reimbursement	-	-	-	-	-	-	-
2000 GAS TAX	580010 - Claims, Judgemnts, Settlmnt	45,379	18,505	2,000	20,000	18,000	20,500	500
2000 GAS TAX	580150 - Prj Mgmt & Inspection Fld CD	-	-	-	-	-	-	-
2000 GAS TAX	585060 - Reimbursements-Interfund	-	-	-	-	-	-	-
2000 GAS TAX	589900 - Other Misc. Revenue	206	25,408	25,000	1,000	(24,000)	1,000	-
2000 GAS TAX	800001 - Transfers in - from OTHER FUNDS	226,000	160,000	-	-	-	-	-
2000 GAS TAX	801010 - Transfers in - from GENERAL FUND	-	-	160,000	160,000	-	160,000	-
2000 GAS TAX	802000 - Transfers in - from GAS TAX FUND	-	-	-	-	-	-	-
2000 GAS TAX	802200 - Transfers in - from BEVERAGE CONTAINER RECYCL G FD	-	-	-	-	-	-	-
2000 GAS TAX	807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	-	-	-	-	-	-	-
2000 GAS TAX Total		**3,156,714**	**5,555,980**	**5,104,669**	**5,224,755**	**120,086**	**5,351,074**	**126,319**
2001 MEASURE A	460010 - Interest Income - Investments	232,566	144,372	225,000	102,500	(122,500)	105,000	2,500
2001 MEASURE A	460200 - Interest Income - Other	-	-	-	-	-	-	-
2001 MEASURE A	464000 - Investment Gains/Losses	-	-	-	-	-	-	-
2001 MEASURE A	464010 - Unrealized Gains/Losses	(39,254)	46,996	-	-	-	-	-
2001 MEASURE A	480180 - RCTC - Sales Tax	2,591,821	2,621,026	2,325,000	2,735,000	410,000	2,817,000	82,000
2001 MEASURE A	482000 - Federal Reimbursements	(1)	-	3,900,000	-	(3,900,000)	-	-
2001 MEASURE A	482020 - Fed Reimb-Capital	925,350	6,510,805	2,000,000	4,436,250	2,436,250	1,994,100	(2,442,150)
2001 MEASURE A	483010 - Reimbursements - Other Govts	-	-	-	-	-	-	-

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2001 MEASURE A	485000 - Fed Grant-Operating Revenue	-	-	-	-	-	-	-
2001 MEASURE A	486000 - State Grant-Operating Revenue	-	-	300,000	-	(300,000)	-	-
2001 MEASURE A	486010 - State Grant-Capital Revenue	158,947	237,196	696,250	1,861,705	1,165,455	-	(1,861,705)
2001 MEASURE A	487000 - County Grant-Operating Revenue	62,760	-	-	-	-	-	-
2001 MEASURE A	500600 - Reimbursement Agreement	29,171	-	-	-	-	-	-
2001 MEASURE A	500700 - Developer Reimbursement	-	-	-	-	-	-	-
2001 MEASURE A	580010 - Claims, Judgemnts, Settlmnt	-	-	-	-	-	-	-
2001 MEASURE A	585020 - Administrative Charges	-	-	-	-	-	-	-
2001 MEASURE A	589900 - Other Misc. Revenue	9,721	18,096	1,000	1,000	-	1,000	-
2001 MEASURE A	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2001 MEASURE A	802800 - Transfers in - from SCAG ARTICLE 3 FUND	-	-	-	-	-	-	-
2001 MEASURE A	807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	-	-	-	424,939	424,939	125,904	(299,035)
2001 MEASURE A Total		**3,971,081**	**9,578,490**	**9,447,250**	**9,561,394**	**114,144**	**5,043,004**	**(4,518,390)**
2002 PROP 42 REPLACEMENT FUND	408040 - State Gas Tax 2103	1,806,198	-	-	-	-	-	-
2002 PROP 42 REPLACEMENT FUND	589900 - Other Misc. Revenue	-	195	-	-	-	-	-
2002 PROP 42 REPLACEMENT FUND Total		**1,806,198**	**195**	**-**	**-**	**-**	**-**	**-**
2003 TRAFFIC CONGESTION RELIEF	460010 - Interest Income - Investments	29,499	(1,775)	-	-	-	-	-
2003 TRAFFIC CONGESTION RELIEF	464010 - Unrealized Gains/Losses	1,976	(10,553)	-	-	-	-	-
2003 TRAFFIC CONGESTION RELIEF	486000 - State Grant-Operating Revenue	-	-	-	-	-	-	-
2003 TRAFFIC CONGESTION RELIEF	486010 - State Grant-Capital Revenue	-	-	-	-	-	-	-
2003 TRAFFIC CONGESTION RELIEF Total		**31,474**	**(12,328)**	**-**	**-**	**-**	**-**	**-**
2004 PROP 1B	480160 - Prop 1B	-	-	-	-	-	-	-

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2004 PROP 1B	589900 - Other Misc. Revenue	598	381	-	-	-	-	-
2004 PROP 1B Total		**598**	**381**	**-**	**-**	**-**	**-**	**-**
2005 AIR QUALITY MANAGEMENT	460010 - Interest Income - Investments	10,560	5,321	7,000	7,000	-	7,000	-
2005 AIR QUALITY MANAGEMENT	464010 - Unrealized Gains/Losses	(1,224)	823	-	-	-	-	-
2005 AIR QUALITY MANAGEMENT	486100 - Air Quality Incentives	205,318	244,830	200,000	200,000	-	200,000	-
2005 AIR QUALITY MANAGEMENT	589900 - Other Misc. Revenue	-	375	-	-	-	-	-
2005 AIR QUALITY MANAGEMENT Total		**214,655**	**251,349**	**207,000**	**207,000**	**-**	**207,000**	**-**
2006 SPEC DIST ADMIN	460010 - Interest Income - Investments	3,287	(185)	600	-	(600)	-	-
2006 SPEC DIST ADMIN	463050 - Rental Revenue - ENCO	-	-	-	-	-	-	-
2006 SPEC DIST ADMIN	464010 - Unrealized Gains/Losses	(6,589)	(1,725)	-	-	-	-	-
2006 SPEC DIST ADMIN	509000 - Other Fees	11,057	17,950	4,300	17,000	12,700	17,000	-
2006 SPEC DIST ADMIN	523050 - Insp Fees - Landscape	-	-	-	3,700	3,700	27,100	23,400
2006 SPEC DIST ADMIN	540060 - Landscape Plan Check Fees	-	-	-	14,700	14,700	400	(14,300)
2006 SPEC DIST ADMIN	580010 - Claims, Judgemnts, Settlmnt	-	(12,571)	-	-	-	-	-
2006 SPEC DIST ADMIN	585020 - Administrative Charges	870,961	774,437	878,598	817,000	(61,598)	820,800	3,800
2006 SPEC DIST ADMIN	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
2006 SPEC DIST ADMIN	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2006 SPEC DIST ADMIN	803708 - Transfers in - from CFD#5 STONERIDGE DEBT SVC FND	-	-	-	-	-	-	-
2006 SPEC DIST ADMIN Total		**878,715**	**777,906**	**883,498**	**852,400**	**(31,098)**	**865,300**	**12,900**
2007 STORM WATER MAINTENANCE	486100 - Air Quality Incentives	-	-	-	-	-	-	-
2007 STORM WATER MAINTENANCE	487000 - County Grant-Operating Revenue	150,821	260,151	421,400	414,000	(7,400)	414,000	-
2007 STORM WATER MAINTENANCE	487010 - County Grant-Capital Revenue	239,418	-	-	-	-	-	-

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2007 STORM WATER MAINTENANCE	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2007 STORM WATER MAINTENANCE	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
2007 STORM WATER MAINTENANCE	807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	-	-	-	-	-	-	-
2007 STORM WATER MAINTENANCE Total		**390,239**	**260,151**	**421,400**	**414,000**	**(7,400)**	**414,000**	**-**
2008 STORM WATER MANAGEMENT	402040 - Special Tax Proceeds	-	-	-	-	-	-	-
2008 STORM WATER MANAGEMENT	487000 - County Grant-Operating Revenue	84,405	111,944	124,000	124,000	-	124,000	-
2008 STORM WATER MANAGEMENT	487010 - County Grant-Capital Revenue	116,806	-	-	-	-	-	-
2008 STORM WATER MANAGEMENT	500800 - Parcel Fees	42,973	36,639	26,400	27,981	1,581	28,261	280
2008 STORM WATER MANAGEMENT	501060 - Utility Rates	382,332	387,862	394,300	417,445	23,145	424,959	7,514
2008 STORM WATER MANAGEMENT	509000 - Other Fees	-	-	-	-	-	-	-
2008 STORM WATER MANAGEMENT	523020 - Insp Fees - Construction Site	16,904	9,868	10,100	3,344	(6,756)	6,688	3,344
2008 STORM WATER MANAGEMENT	523030 - Insp Fees - WQP/Bioswales	75	-	12,000	12,300	300	12,300	-
2008 STORM WATER MANAGEMENT	523040 - Insp Fees - Business	5,030	2,600	108,774	116,232	7,458	116,232	-
2008 STORM WATER MANAGEMENT	540040 - Engineering Plan Check Fees	40,289	44,332	24,600	24,600	-	24,600	-
2008 STORM WATER MANAGEMENT	540080 - Plan Chk Fees - WQP/Bioswale	29,228	22,563	8,500	8,500	-	8,500	-
2008 STORM WATER MANAGEMENT	585020 - Administrative Charges	2,500	2,500	2,500	2,500	-	2,500	-
2008 STORM WATER MANAGEMENT	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
2008 STORM WATER MANAGEMENT	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2008 STORM WATER MANAGEMENT	801010 - Transfers in - from GENERAL FUND	188,600	210,200	279,700	266,995	(12,705)	266,995	-
2008 STORM WATER MANAGEMENT	805013 - Transfers in - from ZONE "E" EXT LDSC FUND	-	-	-	-	-	-	-

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2008 STORM WATER MANAGEMENT Total		**909,142**	**828,508**	**990,874**	**1,003,897**	**13,023**	**1,015,035**	**11,138**
2009 H.E.A.L	580200 - Donations	-	-	-	-	-	-	-
2009 H.E.A.L Total		**-**	**-**	**-**	**-**	**-**	**-**	**-**
2010 CFD #4M	460010 - Interest Income - Investments	1,310	1,157	1,000	74	(926)	81	7
2010 CFD #4M	464010 - Unrealized Gains/Losses	(271)	478	-	-	-	-	-
2010 CFD #4M	500800 - Parcel Fees	33,904	33,520	41,700	41,000	(700)	41,400	400
2010 CFD #4M Total		**34,943**	**35,155**	**42,700**	**41,074**	**(1,626)**	**41,481**	**407**
2011 PUB/EDUC/GOVT ACCESS PROG FD	580000 - Public Ed/Gov Access Revenue	496,998	528,362	430,000	550,000	120,000	565,000	15,000
2011 PUB/EDUC/GOVT ACCESS PROG FD	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2011 PUB/EDUC/GOVT ACCESS PROG FD	801010 - Transfers in - from GENERAL FUND	300,000	-	-	-	-	-	-
2011 PUB/EDUC/GOVT ACCESS PROG FD	807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	17,000	-	300,000	-	(300,000)	-	-
2011 PUB/EDUC/GOVT ACCESS PROG FD Total		**813,998**	**528,362**	**730,000**	**550,000**	**(180,000)**	**565,000**	**15,000**
2012 STRATEGY PLAN GRANT/SCE	489000 - Other Grant-Operating Revenue	8,638	212,806	-	30,000	30,000	-	(30,000)
2012 STRATEGY PLAN GRANT/SCE Total		**8,638**	**212,806**	**-**	**30,000**	**30,000**	**-**	**(30,000)**
2013 CIVIL PENALTIES	440070 - Civil Penalties	59,786	50,745	-	60,000	60,000	60,000	-
2013 CIVIL PENALTIES	460010 - Interest Income - Investments	6,325	5,352	-	4,000	4,000	4,000	-
2013 CIVIL PENALTIES	464010 - Unrealized Gains/Losses	1,574	2,584	-	-	-	-	-
2013 CIVIL PENALTIES Total		**67,685**	**58,682**	**-**	**64,000**	**64,000**	**64,000**	**-**
2014 EMERGENCY SERVICES	460010 - Interest Income - Investments	4,063	4,299	-	4,000	4,000	4,000	-

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2014 EMERGENCY SERVICES	464010 - Unrealized Gains/Losses	890	2,498	-	-	-	-	-
2014 EMERGENCY SERVICES	480120 - Emergency Svc Agncy Fines (Co)	51,536	-	-	38,000	38,000	38,000	-
2014 EMERGENCY SERVICES Total		**56,489**	**6,797**	**-**	**42,000**	**42,000**	**42,000**	**-**
2016 DISASTER	460010 - Interest Income - Investments	7,767	-	-	-	-	-	-
2016 DISASTER	464010 - Unrealized Gains/Losses	2,902	-	-	-	-	-	-
2016 DISASTER	485000 - Fed Grant-Operating Revenue	61,586	33,366	-	-	-	-	-
2016 DISASTER	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
2016 DISASTER Total		**72,255**	**33,366**	**-**	**-**	**-**	**-**	**-**
2200 BEVERAGE CONTAINER RECYCLING	460010 - Interest Income - Investments	-	-	-	-	-	-	-
2200 BEVERAGE CONTAINER RECYCLING	486200 - Waste Managmt. Recycling	15,053	46,650	22,820	55,000	32,180	55,000	-
2200 BEVERAGE CONTAINER RECYCLING Total		**15,053**	**46,650**	**22,820**	**55,000**	**32,180**	**55,000**	**-**
2201 CHILD CARE GRANT	460010 - Interest Income - Investments	-	-	-	-	-	-	-
2201 CHILD CARE GRANT	485000 - Fed Grant-Operating Revenue	-	-	-	-	-	-	-
2201 CHILD CARE GRANT	485100 - Food Program Revenue	-	-	40,000	-	(40,000)	-	-
2201 CHILD CARE GRANT	485110 - Food Program Rev FY09-10	-	-	-	-	-	-	-
2201 CHILD CARE GRANT	485111 - Food Program Rev FY10-11	36,106	-	-	-	-	-	-
2201 CHILD CARE GRANT	485112 - Food Program Rev FY11-12	-	32,821	-	34,000	34,000	34,000	-
2201 CHILD CARE GRANT	486000 - State Grant-Operating Revenue	569,721	501,508	747,338	547,461	(199,877)	547,461	-
2201 CHILD CARE GRANT	501070 - Grant Program Fees	22,802	21,086	25,000	25,000	-	25,000	-
2201 CHILD CARE GRANT	580200 - Donations	-	-	-	-	-	-	-
2201 CHILD CARE GRANT	589900 - Other Misc. Revenue	-	258	-	-	-	-	-
2201 CHILD CARE GRANT	805011 - Transfers in - from ZONE "A" PARKS FUND	-	-	-	-	-	-	-
2201 CHILD CARE GRANT Total		**628,629**	**555,673**	**812,338**	**606,461**	**(205,877)**	**606,461**	**-**

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2202 ASES PROGRAM GRANT	460010 - Interest Income - Investments	9,144	22,511	25,000	25,000	-	25,000	-
2202 ASES PROGRAM GRANT	464010 - Unrealized Gains/Losses	(3,506)	18,445	-	-	-	-	-
2202 ASES PROGRAM GRANT	485100 - Food Program Revenue	-	-	-	-	-	-	-
2202 ASES PROGRAM GRANT	485110 - Food Program Rev FY09-10	-	-	-	-	-	-	-
2202 ASES PROGRAM GRANT	485111 - Food Program Rev FY10-11	415,865	-	412,000	-	(412,000)	-	-
2202 ASES PROGRAM GRANT	485112 - Food Program Rev FY11-12	-	433,332	-	-	-	-	-
2202 ASES PROGRAM GRANT	486000 - State Grant-Operating Revenue	4,329,450	3,867,218	4,329,450	4,559,850	230,400	4,559,850	-
2202 ASES PROGRAM GRANT	582007 - Contributions - In Kind	-	-	-	-	-	-	-
2202 ASES PROGRAM GRANT	582008 - Contributions - In Kind	-	-	-	-	-	-	-
2202 ASES PROGRAM GRANT	582009 - Contributions - In Kind	-	-	-	-	-	-	-
2202 ASES PROGRAM GRANT	582010 - Contributions - In Kind	-	-	-	-	-	-	-
2202 ASES PROGRAM GRANT	582011 - Contributions - In Kind	1,205,847	-	1,443,150	-	(1,443,150)	-	-
2202 ASES PROGRAM GRANT	582012 - Contributions - In Kind	-	1,432,303	-	1,519,950	1,519,950	1,519,950	-
2202 ASES PROGRAM GRANT	583000 - Deptl Program Income - CDBG	-	-	-	-	-	-	-
2202 ASES PROGRAM GRANT	589900 - Other Misc. Revenue	4,767	14,187	3,000	-	(3,000)	-	-
2202 ASES PROGRAM GRANT Total		**5,961,567**	**5,787,996**	**6,212,600**	**6,104,800**	**(107,800)**	**6,104,800**	**-**
2206 USED OIL BLOCK GRANTS	460010 - Interest Income - Investments	-	-	-	-	-	-	-
2206 USED OIL BLOCK GRANTS	464010 - Unrealized Gains/Losses	-	-	-	-	-	-	-
2206 USED OIL BLOCK GRANTS	486200 - Waste Managmt. Recycling	54,191	24,353	25,148	-	(25,148)	-	-
2206 USED OIL BLOCK GRANTS	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
2206 USED OIL BLOCK GRANTS Total		**54,191**	**24,353**	**25,148**	**-**	**(25,148)**	**-**	**-**
2207 OIL PAYMENT GRANT	486210 - Waste Mgmt Recycling - OPP1	-	-	52,264	-	(52,264)	-	-
2207 OIL PAYMENT GRANT	486220 - Waste Mgmt Recycling - OPP1A	-	-	7,674	-	(7,674)	-	-
2207 OIL PAYMENT GRANT	486222 - Waste Mgmt Recycling - OPP2	-	60,083	-	56,630	56,630	56,630	-

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2207 OIL PAYMENT GRANT Total		**-**	**60,083**	**59,938**	**56,630**	**(3,308)**	**56,630**	**-**
2209 TIRE RUBBERIZED GRANTS	486000 - State Grant-Operating Revenue	-	-	56,000	-	(56,000)	-	-
2209 TIRE RUBBERIZED GRANTS	486010 - State Grant-Capital Revenue	120,000	-	-	-	-	-	-
2209 TIRE RUBBERIZED GRANTS Total		**120,000**	**-**	**56,000**	**-**	**(56,000)**	**-**	**-**
2410 SLESF GRANTS	460010 - Interest Income - Investments	-	-	-	-	-	-	-
2410 SLESF GRANTS	460200 - Interest Income - Other	430	-	-	-	-	-	-
2410 SLESF GRANTS	464010 - Unrealized Gains/Losses	(4,230)	855	-	-	-	-	-
2410 SLESF GRANTS	486000 - State Grant-Operating Revenue	188,311	301,997	315,970	-	(315,970)	-	-
2410 SLESF GRANTS	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2410 SLESF GRANTS	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
2410 SLESF GRANTS Total		**184,511**	**302,852**	**315,970**	**-**	**(315,970)**	**-**	**-**
2503 EMPG-EMERGENCY MGMT GRANT	483000 - Riverside County Reimbursement	-	2,917	-	-	-	-	-
2503 EMPG-EMERGENCY MGMT GRANT	487000 - County Grant-Operating Revenue	-	402	64,000	74,000	10,000	74,000	-
2503 EMPG-EMERGENCY MGMT GRANT	487010 - County Grant-Capital Revenue	69,451	100,481	-	-	-	-	-
2503 EMPG-EMERGENCY MGMT GRANT	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2503 EMPG-EMERGENCY MGMT GRANT	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
2503 EMPG-EMERGENCY MGMT GRANT Total		**69,451**	**103,800**	**64,000**	**74,000**	**10,000**	**74,000**	**-**
2504 EPA GRANT-BOX SPRINGS WATER	460010 - Interest Income - Investments	-	-	-	-	-	-	-
2504 EPA GRANT-BOX SPRINGS WATER	464010 - Unrealized Gains/Losses	567	(918)	-	-	-	-	-

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2504 EPA GRANT-BOX SPRINGS WATER	485200 - EPA Grant - Box Springs Water	-	-	-	-	-	-	-
2504 EPA GRANT-BOX SPRINGS WATER	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2504 EPA GRANT-BOX SPRINGS WATER	808311 - Transfers in - from RDA TAX INCREMENT FUND	-	-	-	-	-	-	-
2504 EPA GRANT-BOX SPRINGS WATER Total		**567**	**(918)**	**-**	**-**	**-**	**-**	**-**
2505 ETA JOB TRAINING GRANT	460010 - Interest Income - Investments	-	-	-	-	-	-	-
2505 ETA JOB TRAINING GRANT	485000 - Fed Grant-Operating Revenue	20,180	-	-	-	-	-	-
2505 ETA JOB TRAINING GRANT Total		**20,180**	**-**	**-**	**-**	**-**	**-**	**-**
2506 HOME(FEDERAL)	460050 - Interest Inc. - RDA Loan	-	-	-	-	-	-	-
2506 HOME(FEDERAL)	460060 - Interest Income - HILP	3,467	-	-	-	-	-	-
2506 HOME(FEDERAL)	460090 - Interest Inc. - Rental Rehab	23,075	-	-	-	-	-	-
2506 HOME(FEDERAL)	461060 - Princ. Repayment - HILP	14,990	-	-	-	-	-	-
2506 HOME(FEDERAL)	461070 - Princ. Repayment- HAP	-	-	-	-	-	-	-
2506 HOME(FEDERAL)	461090 - Princ. Repayment- Rental Rehab	9,406	11,287	-	-	-	-	-
2506 HOME(FEDERAL)	485000 - Fed Grant-Operating Revenue	45,601	129,783	413,435	902,077	488,642	567,346	(334,731)
2506 HOME(FEDERAL)	488000 - Local Grant-Operating Revenue	-	37,818	-	-	-	-	-
2506 HOME(FEDERAL) Total		**96,539**	**178,888**	**413,435**	**902,077**	**488,642**	**567,346**	**(334,731)**
2507 NEIGHBORHOOD STABILIZATION PROG	485000 - Fed Grant-Operating Revenue	1,568,714	407,909	1,614,600	1,800,000	185,400	-	(1,800,000)
2507 NEIGHBORHOOD STABILIZATION PROG	485210 - NSP Program Income	1,753,853	1,373,734	750,000	1,700,000	950,000	-	(1,700,000)
2507 NEIGHBORHOOD STABILIZATION PROG	589900 - Other Misc. Revenue	-	-	15,000	-	(15,000)	-	-
2507 NEIGHBORHOOD STABILIZATION PROG Total		**3,322,567**	**1,781,643**	**2,379,600**	**3,500,000**	**1,120,400**	**-**	**(3,500,000)**

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2508 HOMELESSNESS PREVENTION PROG	485000 - Fed Grant-Operating Revenue	217,810	93,633	-	-	-	-	-
2508 HOMELESSNESS PREVENTION PROG Total		**217,810**	**93,633**	**-**	**-**	**-**	**-**	**-**
2509 FHWA TRANSIMS	482000 - Federal Reimbursements	78,522	-	-	-	-	-	-
2509 FHWA TRANSIMS	482010 - Fed Reimb-Operating	-	-	-	-	-	-	-
2509 FHWA TRANSIMS	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2509 FHWA TRANSIMS	801010 - Transfers in - from GENERAL FUND	(1,142)	-	-	-	-	-	-
2509 FHWA TRANSIMS Total		**77,380**	**-**	**-**	**-**	**-**	**-**	**-**
2510 EECBG	485000 - Fed Grant-Operating Revenue	128,400	-	177,663	-	(177,663)	-	-
2510 EECBG	485010 - Fed Grant-Capital Revenue	523,997	878,607	-	-	-	-	-
2510 EECBG	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
2510 EECBG Total		**652,398**	**878,607**	**177,663**	**-**	**(177,663)**	**-**	**-**
2511 FY10 EOC GRANT	485000 - Fed Grant-Operating Revenue	21,401	55,584	-	-	-	-	-
2511 FY10 EOC GRANT	485010 - Fed Grant-Capital Revenue	-	-	400,000	-	(400,000)	-	-
2511 FY10 EOC GRANT	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2511 FY10 EOC GRANT	807310 - Transfers in - from FACILITIES FUND (ADMIN/OPER)	33,000	-	-	-	-	-	-
2511 FY10 EOC GRANT Total		**54,401**	**55,584**	**400,000**	**-**	**(400,000)**	**-**	**-**
2512 COMM DEV BLOCK GRANT (CDBG)	460010 - Interest Income - Investments	-	-	-	-	-	-	-
2512 COMM DEV BLOCK GRANT (CDBG)	460060 - Interest Income - HILP	5,868	-	-	-	-	-	-
2512 COMM DEV BLOCK GRANT (CDBG)	461060 - Princ. Repayment - HILP	10,000	-	-	-	-	-	-
2512 COMM DEV BLOCK GRANT (CDBG)	464010 - Unrealized Gains/Losses	-	-	-	-	-	-	-

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2512 COMM DEV BLOCK GRANT (CDBG)	485000 - Fed Grant-Operating Revenue	1,399,427	1,168,287	3,599,850	2,575,197	(1,024,653)	1,843,109	(732,088)
2512 COMM DEV BLOCK GRANT (CDBG)	485010 - Fed Grant-Capital Revenue	-	-	-	-	-	-	-
2512 COMM DEV BLOCK GRANT (CDBG)	589900 - Other Misc. Revenue	3,697	-	-	-	-	-	-
2512 COMM DEV BLOCK GRANT (CDBG)	802512 - Transfers in - from COMM DEV BLK GRANTS (CDBG)	-	-	-	-	-	-	-
2512 COMM DEV BLOCK GRANT (CDBG) Total		**1,418,992**	**1,168,287**	**3,599,850**	**2,575,197**	**(1,024,653)**	**1,843,109**	**(732,088)**
2513 CDBG RECOVERY ACT OF 2009	485000 - Fed Grant-Operating Revenue	331,974	30,700	135,083	135,083	-	135,083	-
2513 CDBG RECOVERY ACT OF 2009 Total		**331,974**	**30,700**	**135,083**	**135,083**	**-**	**135,083**	**-**
2705 OTS GRANTS PUBLIC SAFETY	460010 - Interest Income - Investments	-	-	-	-	-	-	-
2705 OTS GRANTS PUBLIC SAFETY	485000 - Fed Grant-Operating Revenue	235,682	234,526	153,000	-	(153,000)	-	-
2705 OTS GRANTS PUBLIC SAFETY	486000 - State Grant-Operating Revenue	-	-	189,200	81,200	(108,000)	81,200	-
2705 OTS GRANTS PUBLIC SAFETY	801010 - Transfers in - from GENERAL FUND	84,907	-	-	-	-	-	-
2705 OTS GRANTS PUBLIC SAFETY Total		**320,589**	**234,526**	**342,200**	**81,200**	**(261,000)**	**81,200**	**-**
2715 JAG GRANTS	460010 - Interest Income - Investments	4,426	2,551	-	-	-	-	-
2715 JAG GRANTS	464010 - Unrealized Gains/Losses	(3,469)	1,469	-	-	-	-	-
2715 JAG GRANTS	485000 - Fed Grant-Operating Revenue	213,999	290,943	645,350	21,000	(624,350)	-	(21,000)
2715 JAG GRANTS	485010 - Fed Grant-Capital Revenue	10,774	-	-	-	-	-	-
2715 JAG GRANTS	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2715 JAG GRANTS	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
2715 JAG GRANTS Total		**225,731**	**294,963**	**645,350**	**21,000**	**(624,350)**	**-**	**(21,000)**

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2720 COPS TECH GRANTS	460010 - Interest Income - Investments	-	-	-	-	-	-	-
2720 COPS TECH GRANTS	464010 - Unrealized Gains/Losses	-	-	-	-	-	-	-
2720 COPS TECH GRANTS	485000 - Fed Grant-Operating Revenue	30,771	-	30,700	-	(30,700)	-	-
2720 COPS TECH GRANTS	485010 - Fed Grant-Capital Revenue	-	-	-	-	-	-	-
2720 COPS TECH GRANTS Total		**30,771**	**-**	**30,700**	**-**	**(30,700)**	**-**	**-**
2725 ICEP TASK FORCE	500600 - Reimbursement Agreement	2,890	-	-	-	-	-	-
2725 ICEP TASK FORCE Total		**2,890**	**-**	**-**	**-**	**-**	**-**	**-**
2800 SCAG ARTICLE 3 FUND	460010 - Interest Income - Investments	-	-	5,000	-	(5,000)	-	-
2800 SCAG ARTICLE 3 FUND	464010 - Unrealized Gains/Losses	-	-	-	-	-	-	-
2800 SCAG ARTICLE 3 FUND	486010 - State Grant-Capital Revenue	-	-	-	-	-	-	-
2800 SCAG ARTICLE 3 FUND	487100 - County Article 3	-	154,049	75,000	150,000	75,000	-	(150,000)
2800 SCAG ARTICLE 3 FUND	589900 - Other Misc. Revenue	-	566	-	-	-	-	-
2800 SCAG ARTICLE 3 FUND	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2800 SCAG ARTICLE 3 FUND	802001 - Transfers in - from MEASURE "A" FUND	-	-	-	-	-	-	-
2800 SCAG ARTICLE 3 FUND Total		**-**	**154,615**	**80,000**	**150,000**	**70,000**	**-**	**(150,000)**
2803 TARGET GRANT - PD	489000 - Other Grant-Operating Revenue	-	2,000	-	-	-	-	-
2803 TARGET GRANT - PD Total		**-**	**2,000**	**-**	**-**	**-**	**-**	**-**
2901 DIF - ARTERIAL STREETS	460010 - Interest Income - Investments	122,331	69,441	33,500	33,500	-	33,500	-
2901 DIF - ARTERIAL STREETS	464010 - Unrealized Gains/Losses	20,901	18,292	-	-	-	-	-
2901 DIF - ARTERIAL STREETS	506000 - Development Impact Fees	-	-	-	-	-	-	-
2901 DIF - ARTERIAL STREETS	506010 - Dev Impact Fee: Res-Single	141,946	4,531	18,500	18,500	-	18,500	-
2901 DIF - ARTERIAL STREETS	506020 - Dev Impact Fee: Res-Multiple	-	69,576	52,700	52,700	-	52,700	-
2901 DIF - ARTERIAL STREETS	506030 - Dev Impact Fee: Comm-Nbhd/Comm	-	13,294	-	-	-	-	-
2901 DIF - ARTERIAL STREETS	506040 - Dev Impact Fee: Comm-Regional	-	-	-	-	-	-	-

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2901 DIF - ARTERIAL STREETS	506060 - Dev Impact Fee: Indust-General	37,597	-	-	-	-	-	-
2901 DIF - ARTERIAL STREETS	506070 - Dev Impact Fee: Office	9,628	96,103	-	-	-	-	-
2901 DIF - ARTERIAL STREETS	580010 - Claims, Judgemnts, Settlmnt	-	-	-	-	-	-	-
2901 DIF - ARTERIAL STREETS	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
2901 DIF - ARTERIAL STREETS	803003 - Transfers in - from TUMF CAPITAL PROJECTS FUND	-	-	-	-	-	-	-
2901 DIF - ARTERIAL STREETS	803301 - Transfers in - from DIF ARTERIAL STREETS CAPITAL P	-	60,659	727,903	727,903	-	727,903	-
2901 DIF - ARTERIAL STREETS	803710 - Transfers in - from COP 93 DEBT SERV FUND	-	-	-	-	-	-	-
2901 DIF - ARTERIAL STREETS Total		**332,403**	**331,896**	**832,603**	**832,603**	**-**	**832,603**	**-**
2902 DIF - TRAFFIC SIGNALS	460010 - Interest Income - Investments	35,870	29,683	9,000	9,000	-	9,000	-
2902 DIF - TRAFFIC SIGNALS	464010 - Unrealized Gains/Losses	11,208	14,745	-	-	-	-	-
2902 DIF - TRAFFIC SIGNALS	506000 - Development Impact Fees	-	-	-	-	-	-	-
2902 DIF - TRAFFIC SIGNALS	506010 - Dev Impact Fee: Res-Single	24,072	567	3,400	3,400	-	3,400	-
2902 DIF - TRAFFIC SIGNALS	506020 - Dev Impact Fee: Res-Multiple	-	22,932	14,300	14,300	-	14,300	-
2902 DIF - TRAFFIC SIGNALS	506030 - Dev Impact Fee: Comm-Nbhd/Comm	-	2,011	-	-	-	-	-
2902 DIF - TRAFFIC SIGNALS	506040 - Dev Impact Fee: Comm-Regional	-	-	-	-	-	-	-
2902 DIF - TRAFFIC SIGNALS	506060 - Dev Impact Fee: Indust-General	334,774	-	-	-	-	-	-
2902 DIF - TRAFFIC SIGNALS	506070 - Dev Impact Fee: Office	1,453	19,037	-	-	-	-	-
2902 DIF - TRAFFIC SIGNALS	803302 - Transfers in - from DIF TRAFFIC SIGNAL CAPITAL PRO	-	-	-	-	-	-	-
2902 DIF - TRAFFIC SIGNALS Total		**407,377**	**88,974**	**26,700**	**26,700**	**-**	**26,700**	**-**
2903 DIF - FIRE	460010 - Interest Income - Investments	16,775	12,900	27,200	27,200	-	27,200	-
2903 DIF - FIRE	464010 - Unrealized Gains/Losses	(6,651)	5,731	-	-	-	-	-
2903 DIF - FIRE	506000 - Development Impact Fees	-	-	-	-	-	-	-
2903 DIF - FIRE	506010 - Dev Impact Fee: Res-Single	22,366	650	44,000	44,000	-	44,000	-
2903 DIF - FIRE	506020 - Dev Impact Fee: Res-Multiple	-	7,878	11,000	11,000	-	11,000	-
2903 DIF - FIRE	506030 - Dev Impact Fee: Comm-Nbhd/Comm	-	237	-	-	-	-	-

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2903 DIF - FIRE	506040 - Dev Impact Fee: Comm-Regional	30	-	-	-	-	-	-
2903 DIF - FIRE	506060 - Dev Impact Fee: Indust-General	107,262	-	-	-	-	-	-
2903 DIF - FIRE	506070 - Dev Impact Fee: Office	336	2,868	-	-	-	-	-
2903 DIF - FIRE Total		**140,118**	**30,264**	**82,200**	**82,200**	**-**	**82,200**	**-**
2904 DIF - POLICE	460010 - Interest Income - Investments	-	-	-	-	-	-	-
2904 DIF - POLICE	464010 - Unrealized Gains/Losses	-	-	-	-	-	-	-
2904 DIF - POLICE	506000 - Development Impact Fees	-	-	-	-	-	-	-
2904 DIF - POLICE	506010 - Dev Impact Fee: Res-Single	16,181	464	-	-	-	-	-
2904 DIF - POLICE	506020 - Dev Impact Fee: Res-Multiple	-	7,878	-	-	-	-	-
2904 DIF - POLICE	506030 - Dev Impact Fee: Comm-Nbhd/Comm	-	688	-	-	-	-	-
2904 DIF - POLICE	506040 - Dev Impact Fee: Comm-Regional	54	-	-	-	-	-	-
2904 DIF - POLICE	506060 - Dev Impact Fee: Indust-General	77,673	-	-	-	-	-	-
2904 DIF - POLICE	506070 - Dev Impact Fee: Office	571	3,858	-	-	-	-	-
2904 DIF - POLICE Total		**94,479**	**12,888**	**-**	**-**	**-**	**-**	**-**
2905 DIF-PARKLAND FACILITIES	460010 - Interest Income - Investments	59,818	47,937	25,000	25,000	-	25,000	-
2905 DIF-PARKLAND FACILITIES	464010 - Unrealized Gains/Losses	(4,456)	22,865	-	-	-	-	-
2905 DIF-PARKLAND FACILITIES	506000 - Development Impact Fees	-	-	-	-	-	-	-
2905 DIF-PARKLAND FACILITIES	506010 - Dev Impact Fee: Res-Single	52,060	3,109	2,700	2,700	-	2,700	-
2905 DIF-PARKLAND FACILITIES	506020 - Dev Impact Fee: Res-Multiple	-	93,054	63,000	63,000	-	63,000	-
2905 DIF-PARKLAND FACILITIES	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2905 DIF-PARKLAND FACILITIES	803000 - Transfers in - from FACILITY CONST FUND	-	-	-	-	-	-	-
2905 DIF-PARKLAND FACILITIES	803006 - Transfers in - from PARKS & RECREATION CAP PROJ FD	-	33,905	406,860	406,860	-	406,860	-

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2905 DIF-PARKLAND FACILITIES Total		**107,422**	**200,870**	**497,560**	**497,560**	**-**	**497,560**	**-**
2906 DIF-QUIMBY IN-LIEU PARK FEES	460010 - Interest Income - Investments	44,074	42,867	22,600	22,600	-	22,600	-
2906 DIF-QUIMBY IN-LIEU PARK FEES	464010 - Unrealized Gains/Losses	(6,211)	24,549	-	-	-	-	-
2906 DIF-QUIMBY IN-LIEU PARK FEES	506000 - Development Impact Fees	-	-	-	-	-	-	-
2906 DIF-QUIMBY IN-LIEU PARK FEES	506010 - Dev Impact Fee: Res-Single	33,163	508,975	1,600	1,600	-	1,600	-
2906 DIF-QUIMBY IN-LIEU PARK FEES	506020 - Dev Impact Fee: Res-Multiple	-	33,384	28,400	28,400	-	28,400	-
2906 DIF-QUIMBY IN-LIEU PARK FEES	803006 - Transfers in - from PARKS & RECREATION CAP PROJ FD	-	95	1,135	1,135	-	1,135	-
2906 DIF-QUIMBY IN-LIEU PARK FEES Total		**71,026**	**609,869**	**53,735**	**53,735**	**-**	**53,735**	**-**
2907 DIF-REC CENTER	460010 - Interest Income - Investments	-	-	-	-	-	-	-
2907 DIF-REC CENTER	464010 - Unrealized Gains/Losses	-	-	-	-	-	-	-
2907 DIF-REC CENTER	506000 - Development Impact Fees	-	-	-	-	-	-	-
2907 DIF-REC CENTER	506010 - Dev Impact Fee: Res-Single	5,828	193	7,000	7,000	-	7,000	-
2907 DIF-REC CENTER	506020 - Dev Impact Fee: Res-Multiple	-	81,822	44,900	44,900	-	44,900	-
2907 DIF-REC CENTER	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2907 DIF-REC CENTER Total		**5,828**	**82,015**	**51,900**	**51,900**	**-**	**51,900**	**-**
2908 DIF-LIBRARY	460010 - Interest Income - Investments	91,370	47,756	46,600	46,600	-	46,600	-
2908 DIF-LIBRARY	464010 - Unrealized Gains/Losses	(13,620)	9,754	-	-	-	-	-
2908 DIF-LIBRARY	506000 - Development Impact Fees	-	-	-	-	-	-	-
2908 DIF-LIBRARY	506010 - Dev Impact Fee: Res-Single	26,529	813	27,700	27,700	-	27,700	-
2908 DIF-LIBRARY	506020 - Dev Impact Fee: Res-Multiple	-	38,922	24,400	24,400	-	24,400	-
2908 DIF-LIBRARY Total		**104,278**	**97,245**	**98,700**	**98,700**	**-**	**98,700**	**-**
2909 DIF-CITY HALL	460010 - Interest Income - Investments	50,508	43,580	25,700	25,700	-	25,700	-

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2909 DIF-CITY HALL	464010 - Unrealized Gains/Losses	(7,190)	22,519	-	-	-	-	-
2909 DIF-CITY HALL	506000 - Development Impact Fees	-	-	-	-	-	-	-
2909 DIF-CITY HALL	506010 - Dev Impact Fee: Res-Single	22,945	529	20,800	20,800	-	20,800	-
2909 DIF-CITY HALL	506020 - Dev Impact Fee: Res-Multiple	-	9,204	6,000	6,000	-	6,000	-
2909 DIF-CITY HALL	506030 - Dev Impact Fee: Comm-Nbhd/Comm	-	219	2,000	2,000	-	2,000	-
2909 DIF-CITY HALL	506040 - Dev Impact Fee: Comm-Regional	35	-	-	-	-	-	-
2909 DIF-CITY HALL	506060 - Dev Impact Fee: Indust-General	96,166	-	-	-	-	-	-
2909 DIF-CITY HALL	506070 - Dev Impact Fee: Office	311	3,390	-	-	-	-	-
2909 DIF-CITY HALL Total		**162,775**	**79,441**	**54,500**	**54,500**	**-**	**54,500**	**-**
2910 DIF-CORPORATE YARD	460010 - Interest Income - Investments	1,758	2,028	500	500	-	500	-
2910 DIF-CORPORATE YARD	464010 - Unrealized Gains/Losses	(77)	1,346	-	-	-	-	-
2910 DIF-CORPORATE YARD	506000 - Development Impact Fees	-	-	-	-	-	-	-
2910 DIF-CORPORATE YARD	506010 - Dev Impact Fee: Res-Single	12,428	298	10,700	10,700	-	10,700	-
2910 DIF-CORPORATE YARD	506020 - Dev Impact Fee: Res-Multiple	68,426	8,814	5,300	5,300	-	5,300	-
2910 DIF-CORPORATE YARD	506030 - Dev Impact Fee: Comm-Nbhd/Comm	-	157	-	-	-	-	-
2910 DIF-CORPORATE YARD	506040 - Dev Impact Fee: Comm-Regional	34	-	-	-	-	-	-
2910 DIF-CORPORATE YARD	506070 - Dev Impact Fee: Office	216	3,233	-	-	-	-	-
2910 DIF-CORPORATE YARD	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2910 DIF-CORPORATE YARD	803000 - Transfers in - from FACILITY CONST FUND	-	2,400,000	-	-	-	-	-
2910 DIF-CORPORATE YARD Total		**82,785**	**2,415,877**	**16,500**	**16,500**	**-**	**16,500**	**-**
2911 DIF-INTERCHANGE IMPROVEMENT	460010 - Interest Income - Investments	12,016	4,567	20,500	20,500	-	20,500	-
2911 DIF-INTERCHANGE IMPROVEMENT	464010 - Unrealized Gains/Losses	(17,664)	(474)	-	-	-	-	-
2911 DIF-INTERCHANGE IMPROVEMENT	506000 - Development Impact Fees	-	-	-	-	-	-	-
2911 DIF-INTERCHANGE IMPROVEMENT	506010 - Dev Impact Fee: Res-Single	23,842	524	18,800	18,800	-	18,800	-

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2911 DIF-INTERCHANGE IMPROVEMENT	506020 - Dev Impact Fee: Res-Multiple	-	-	1,800	1,800	-	1,800	-
2911 DIF-INTERCHANGE IMPROVEMENT	506030 - Dev Impact Fee: Comm-Nbhd/Comm	-	2,029	-	-	-	-	-
2911 DIF-INTERCHANGE IMPROVEMENT	506040 - Dev Impact Fee: Comm-Regional	-	-	-	-	-	-	-
2911 DIF-INTERCHANGE IMPROVEMENT	506060 - Dev Impact Fee: Indust-General	5,723	-	-	-	-	-	-
2911 DIF-INTERCHANGE IMPROVEMENT	506070 - Dev Impact Fee: Office	1,469	106	-	-	-	-	-
2911 DIF-INTERCHANGE IMPROVEMENT Total		**25,385**	**6,752**	**41,100**	**41,100**	**-**	**41,100**	**-**
2912 DIF-MAINTENANCE EQUIPMENT	460010 - Interest Income - Investments	1,593	1,423	800	800	-	800	-
2912 DIF-MAINTENANCE EQUIPMENT	464010 - Unrealized Gains/Losses	(271)	833	-	-	-	-	-
2912 DIF-MAINTENANCE EQUIPMENT	506000 - Development Impact Fees	-	-	-	-	-	-	-
2912 DIF-MAINTENANCE EQUIPMENT	506010 - Dev Impact Fee: Res-Single	2,275	50	1,800	1,800	-	1,800	-
2912 DIF-MAINTENANCE EQUIPMENT	506020 - Dev Impact Fee: Res-Multiple	-	-	100	100	-	100	-
2912 DIF-MAINTENANCE EQUIPMENT	506030 - Dev Impact Fee: Comm-Nbhd/Comm	-	12	-	-	-	-	-
2912 DIF-MAINTENANCE EQUIPMENT	506060 - Dev Impact Fee: Indust-General	5,548	-	1,500	1,500	-	1,500	-
2912 DIF-MAINTENANCE EQUIPMENT	506070 - Dev Impact Fee: Office	20	1	-	-	-	-	-
2912 DIF-MAINTENANCE EQUIPMENT Total		**9,166**	**2,319**	**4,200**	**4,200**	**-**	**4,200**	**-**
2913 DIF-ANIMAL SHELTER	460010 - Interest Income - Investments	-	-	-	-	-	-	-
2913 DIF-ANIMAL SHELTER	464010 - Unrealized Gains/Losses	-	-	-	-	-	-	-
2913 DIF-ANIMAL SHELTER	506000 - Development Impact Fees	-	-	-	-	-	-	-
2913 DIF-ANIMAL SHELTER	506010 - Dev Impact Fee: Res-Single	6,916	152	5,500	5,500	-	5,500	-
2913 DIF-ANIMAL SHELTER	506020 - Dev Impact Fee: Res-Multiple	-	-	600	600	-	600	-

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2913 DIF-ANIMAL SHELTER Total		**6,916**	**152**	**6,100**	**6,100**	**-**	**6,100**	**-**
3000 FACILITY CONSTRUCTION	464010 - Unrealized Gains/Losses	-	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION	486000 - State Grant-Operating Revenue	-	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION	500600 - Reimbursement Agreement	-	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION	580200 - Donations	-	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION	589900 - Other Misc. Revenue	620	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION	802905 - Transfers in - from DIF - PARKLAND FACILITIES	-	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION	802907 - Transfers in - from DIF - CRC (REC CTR)	-	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION	802908 - Transfers in - from DIF - LIBRARY	-	4,000,000	-	-	-	-	-
3000 FACILITY CONSTRUCTION	802909 - Transfers in - from DIF - CITY HALL	-	-	400,000	-	(400,000)	-	-
3000 FACILITY CONSTRUCTION	802910 - Transfers in - from DIF - CORPORATE YARD	-	2,500,000	-	-	-	-	-
3000 FACILITY CONSTRUCTION	805010 - Transfers in - from LIBRARY SERVICES FUND	-	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION	807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	-	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION Total		**620**	**6,500,000**	**400,000**	**-**	**(400,000)**	**-**	**-**
3002 PW GENERAL CAPITAL PROJECTS	460010 - Interest Income - Investments	-	-	-	-	-	-	-
3002 PW GENERAL CAPITAL PROJECTS	500600 - Reimbursement Agreement	-	2,880,400	-	-	-	-	-
3002 PW GENERAL CAPITAL PROJECTS	500700 - Developer Reimbursement	321,205	79,448	4,867,396	-	(4,867,396)	-	-

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3002 PW GENERAL CAPITAL PROJECTS	583010 - T & M Reimbursed Costs	-	-	-	-	-	-	-
3002 PW GENERAL CAPITAL PROJECTS Total		**321,205**	**2,959,848**	**4,867,396**	**-**	**(4,867,396)**	**-**	**-**
3003 TUMF CAPITAL PROJECTS	460010 - Interest Income - Investments	-	-	-	-	-	-	-
3003 TUMF CAPITAL PROJECTS	483010 - Reimbursements - Other Govts	2,572,753	770,749	4,000,000	5,300,000	1,300,000	-	(5,300,000)
3003 TUMF CAPITAL PROJECTS	500700 - Developer Reimbursement	-	-	-	-	-	-	-
3003 TUMF CAPITAL PROJECTS	589900 - Other Misc. Revenue	2,586	1,587	-	-	-	-	-
3003 TUMF CAPITAL PROJECTS Total		**2,575,339**	**772,336**	**4,000,000**	**5,300,000**	**1,300,000**	**-**	**(5,300,000)**
3005 FIRE SERVICES CAPITAL	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
3005 FIRE SERVICES CAPITAL	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
3005 FIRE SERVICES CAPITAL	803005 - Transfers in - from FIRE SERVICES CAP FUND	-	-	-	-	-	-	-
3005 FIRE SERVICES CAPITAL Total		**-**	**-**	**-**	**-**	**-**	**-**	**-**
3006 PARKS & RECREATION CAPITAL PROJ	482000 - Federal Reimbursements	-	-	-	-	-	-	-
3006 PARKS & RECREATION CAPITAL PROJ	483010 - Reimbursements - Other Govts	-	-	-	-	-	-	-
3006 PARKS & RECREATION CAPITAL PROJ	486000 - State Grant-Operating Revenue	-	-	-	-	-	-	-
3006 PARKS & RECREATION CAPITAL PROJ	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
3006 PARKS & RECREATION CAPITAL PROJ	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3006 PARKS & RECREATION CAPITAL PROJ	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
3006 PARKS & RECREATION CAPITAL PROJ	802905 - Transfers in - from DIF - PARKLAND FACILITIES	-	325,833	70,000	70,000	-	70,000	-
3006 PARKS & RECREATION CAPITAL PROJ	802906 - Transfers in - from DIF - QUIMBY IN-LIEU PARK FEES	-	51,775	621,300	621,300	-	621,300	-

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3006 PARKS & RECREATION CAPITAL PROJ	805011 - Transfers in - from ZONE "A" PARKS FUND	-	-	-	-	-	-	-
3006 PARKS & RECREATION CAPITAL PROJ Total		**-**	**377,608**	**691,300**	**691,300**	**-**	**691,300**	**-**
3301 DIF ARTERIAL STREETS CAPITAL PRO	589900 - Other Misc. Revenue	607	613	1,000	500	(500)	500	-
3301 DIF ARTERIAL STREETS CAPITAL PRO	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3301 DIF ARTERIAL STREETS CAPITAL PRO	802901 - Transfers in - from DIF - ARTERIAL STREETS	295,000	4,355,000	560,000	-	(560,000)	-	-
3301 DIF ARTERIAL STREETS CAPITAL PRO	802906 - Transfers in - from DIF - QUIMBY IN-LIEU PARK FEES	-	-	-	-	-	-	-
3301 DIF ARTERIAL STREETS CAPITAL PRO Total		**295,607**	**4,355,613**	**561,000**	**500**	**(560,500)**	**500**	**-**
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	482020 - Fed Reimb-Capital	18,900	3,530	-	895,000	895,000	-	(895,000)
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	589900 - Other Misc. Revenue	3,385	7	1,000	500	(500)	500	-
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	802902 - Transfers in - from DIF - TRAFFIC SIGNALS	-	1,530,000	902,000	720,000	(182,000)	720,000	-
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ Total		**22,285**	**1,533,537**	**903,000**	**1,615,500**	**712,500**	**720,500**	**(895,000)**
3311 DIF INTERCHANGE IMPROV CAP PROJ	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3311 DIF INTERCHANGE IMPROV CAP PROJ	802911 - Transfers in - from DIF - INTERCHG IMPROV	1,740,000	-	-	-	-	-	-
3311 DIF INTERCHANGE IMPROV CAP PROJ Total		**1,740,000**	**-**	**-**	**-**	**-**	**-**	**-**
3401 2005 LEASE REV BONDS-CAP ADMIN	460010 - Interest Income - Investments	834	128	-	-	-	-	-
3401 2005 LEASE REV BONDS-CAP ADMIN	500700 - Developer Reimbursement	-	160,556	-	-	-	-	-

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3401 2005 LEASE REV BONDS-CAP ADMIN	589900 - Other Misc. Revenue	-	854	-	-	-	-	-
3401 2005 LEASE REV BONDS-CAP ADMIN	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3401 2005 LEASE REV BONDS-CAP ADMIN	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
3401 2005 LEASE REV BONDS-CAP ADMIN Total		**834**	**161,538**	**-**	**-**	**-**	**-**	**-**
3405 TOWNGATE IMPR SPCL TAX CAP ADMIN	402040 - Special Tax Proceeds	-	-	-	-	-	-	-
3405 TOWNGATE IMPR SPCL TAX CAP ADMIN	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3405 TOWNGATE IMPR SPCL TAX CAP ADMIN	803705 - Transfers in - from TWNGT IMPV SPCL TAX REF DEBT S	47,480	32,500	32,500	33,800	1,300	34,500	700
3405 TOWNGATE IMPR SPCL TAX CAP ADMIN Total		**47,480**	**32,500**	**32,500**	**33,800**	**1,300**	**34,500**	**700**
3406 2007 TWNGTE SPC TAX REF CAP ADM	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3406 2007 TWNGTE SPC TAX REF CAP ADM	803706 - Transfers in - from TWNGT SPCL TAX REFNDG DEBT SV	142,780	148,600	148,600	154,600	6,000	157,700	3,100
3406 2007 TWNGTE SPC TAX REF CAP ADM Total		**142,780**	**148,600**	**148,600**	**154,600**	**6,000**	**157,700**	**3,100**
3407 AUTOMALL CAP-ADMIN	500600 - Reimbursement Agreement	-	-	-	-	-	-	-
3407 AUTOMALL CAP-ADMIN	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3407 AUTOMALL CAP-ADMIN	803702 - Transfers in - from TWNGT IMP DEBT SERV FUND	-	-	-	-	-	-	-
3407 AUTOMALL CAP-ADMIN	803707 - Transfers in - from AUTOML REFIN-CFD #3 DBT SVC FD	137,400	63,800	63,800	63,900	100	63,900	-
3407 AUTOMALL CAP-ADMIN Total		**137,400**	**63,800**	**63,800**	**63,900**	**100**	**63,900**	**-**
3451 WARNER RANCH ASDST	401040 - Property Tax - Bond Assessment	8,325	-	2,100	-	(2,100)	-	-

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3451 WARNER RANCH ASDST Total		**8,325**	**-**	**2,100**	**-**	**(2,100)**	**-**	**-**
3701 2005 LEASE REV BONDS-DEBT SVC	460010 - Interest Income - Investments	243	359	-	-	-	-	-
3701 2005 LEASE REV BONDS-DEBT SVC	800001 - Transfers in - from OTHER FUNDS	-	11	-	-	-	-	-
3701 2005 LEASE REV BONDS-DEBT SVC	802901 - Transfers in - from DIF - ARTERIAL STREETS	1,118,675	1,119,700	1,119,700	1,118,200	(1,500)	1,120,200	2,000
3701 2005 LEASE REV BONDS-DEBT SVC	802903 - Transfers in - from DIF - FIRE	254,008	254,000	254,000	256,400	2,400	257,200	800
3701 2005 LEASE REV BONDS-DEBT SVC	802904 - Transfers in - from DIF - POLICE	676,810	676,800	676,800	678,600	1,800	677,600	(1,000)
3701 2005 LEASE REV BONDS-DEBT SVC	803401 - Transfers in - from 2005 LEASE REV BONDS-CAP/ADMN	771	152	-	-	-	-	-
3701 2005 LEASE REV BONDS-DEBT SVC	804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	-	252,517	-	594,773	594,773	675,000	80,227
3701 2005 LEASE REV BONDS-DEBT SVC	806020 - Transfers in - from 2007 TAXABLE LEASE REV BONDS	-	-	-	-	-	-	-
3701 2005 LEASE REV BONDS-DEBT SVC	808010 - Transfers in - from RDA ADMIN FUND	-	-	597,373	-	(597,373)	-	-
3701 2005 LEASE REV BONDS-DEBT SVC	808311 - Transfers in - from RDA TAX INCREMENT FUND	593,873	347,081	-	-	-	-	-
3701 2005 LEASE REV BONDS-DEBT SVC Total		**2,644,379**	**2,650,620**	**2,647,873**	**2,647,973**	**100**	**2,730,000**	**82,027**
3702 TOWNGATE IMP DEBT SERV	402040 - Special Tax Proceeds	-	-	-	-	-	-	-
3705 TOWNGATE IMPR SPCL TAX REF DEBTS	402040 - Special Tax Proceeds	112,162	115,946	115,800	-	(115,800)	-	-
3705 TOWNGATE IMPR SPCL TAX REF DEBTS	404000 - Special Taxes	-	-	-	115,500	115,500	115,800	300
3705 TOWNGATE IMPR SPCL TAX REF DEBTS	460010 - Interest Income - Investments	62	29,693	100	100	-	100	-
3705 TOWNGATE IMPR SPCL TAX REF DEBTS	589000 - Bond Proceeds	-	-	-	-	-	-	-
3705 TOWNGATE IMPR SPCL TAX REF DEBTS	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3705 TOWNGATE IMPR SPCL TAX REF DEBTS	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-

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3705 TOWNGATE IMPR SPCL TAX REF DEBTS	803702 - Transfers in - from TWNGT IMP DEBT SERV FUND	-	-	-	-	-	-	-
3705 TOWNGATE IMPR SPCL TAX REF DEBTS	804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	-	114,614	-	277,181	277,181	280,000	2,819
3705 TOWNGATE IMPR SPCL TAX REF DEBTS	808010 - Transfers in - from RDA ADMIN FUND	-	-	277,181	-	(277,181)	-	-
3705 TOWNGATE IMPR SPCL TAX REF DEBTS	808311 - Transfers in - from RDA TAX INCREMENT FUND	276,459	159,831	-	-	-	-	-
3705 TOWNGATE IMPR SPCL TAX REF DEBTS Total		**388,683**	**420,084**	**393,081**	**392,781**	**(300)**	**395,900**	**3,119**
3706 TOWNGATE SPCL TAX REF DEBT SERV	460010 - Interest Income - Investments	230	237	300	300	-	300	-
3706 TOWNGATE SPCL TAX REF DEBT SERV	589000 - Bond Proceeds	-	-	-	-	-	-	-
3706 TOWNGATE SPCL TAX REF DEBT SERV	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3706 TOWNGATE SPCL TAX REF DEBT SERV	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
3706 TOWNGATE SPCL TAX REF DEBT SERV	803703 - Transfers in - from TWNGT REF DEBT SERV FUND	-	-	-	-	-	-	-
3706 TOWNGATE SPCL TAX REF DEBT SERV	804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	-	497,201	-	1,182,347	1,182,347	1,190,000	7,653
3706 TOWNGATE SPCL TAX REF DEBT SERV	808010 - Transfers in - from RDA ADMIN FUND	-	-	1,182,347	-	(1,182,347)	-	-
3706 TOWNGATE SPCL TAX REF DEBT SERV	808311 - Transfers in - from RDA TAX INCREMENT FUND	1,168,536	678,356	-	-	-	-	-
3706 TOWNGATE SPCL TAX REF DEBT SERV Total		**1,168,766**	**1,175,795**	**1,182,647**	**1,182,647**	**-**	**1,190,300**	**7,653**
3707 AUTOMALL REFIN-CFD#3 DEBT SERV	402000 - Sales Tax - General	-	-	-	-	-	-	-
3707 AUTOMALL REFIN-CFD#3 DEBT SERV	402040 - Special Tax Proceeds	78,021	74,137	81,600	-	(81,600)	-	-
3707 AUTOMALL REFIN-CFD#3 DEBT SERV	404000 - Special Taxes	-	-	-	54,400	54,400	52,700	(1,700)
3707 AUTOMALL REFIN-CFD#3 DEBT SERV	460010 - Interest Income - Investments	154	59	200	200	-	200	-
3707 AUTOMALL REFIN-CFD#3 DEBT SERV	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-

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3707 AUTOMALL REFIN-CFD#3 DEBT SERV	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
3707 AUTOMALL REFIN-CFD#3 DEBT SERV	803407 - Transfers in - from AUTOMALL CAP-ADMIN FUND	-	-	-	-	-	-	-
3707 AUTOMALL REFIN-CFD#3 DEBT SERV	804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	-	(26,708)	-	109,451	109,451	110,000	549
3707 AUTOMALL REFIN-CFD#3 DEBT SERV	808010 - Transfers in - from RDA ADMIN FUND	-	-	109,450	-	(109,450)	-	-
3707 AUTOMALL REFIN-CFD#3 DEBT SERV	808311 - Transfers in - from RDA TAX INCREMENT FUND	96,489	56,000	-	-	-	-	-
3707 AUTOMALL REFIN-CFD#3 DEBT SERV Total		**174,664**	**103,488**	**191,250**	**164,051**	**(27,199)**	**162,900**	**(1,151)**
3750 CH COP 97 DEBT SERVICE	460010 - Interest Income - Investments	-	-	-	-	-	-	-
3750 CH COP 97 DEBT SERVICE	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3750 CH COP 97 DEBT SERVICE	803753 - Transfers in - from 2011 PRIV PLMT REF 97 VAR COPS	4,260,000	-	-	-	-	-	-
3750 CH COP 97 DEBT SERVICE	807310 - Transfers in - from FACILITIES FUND (ADMIN/OPER)	822,025	-	-	-	-	-	-
3750 CH COP 97 DEBT SERVICE Total		**5,082,025**	**-**	**-**	**-**	**-**	**-**	**-**
3751 2011 PRIV PLACE REF 97 LRBS	460010 - Interest Income - Investments	-	-	-	-	-	-	-
3751 2011 PRIV PLACE REF 97 LRBS	589000 - Bond Proceeds	3,272,000	-	-	-	-	-	-
3751 2011 PRIV PLACE REF 97 LRBS	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3751 2011 PRIV PLACE REF 97 LRBS	801010 - Transfers in - from GENERAL FUND	-	236,032	176,000	190,400	14,400	188,000	(2,400)
3751 2011 PRIV PLACE REF 97 LRBS	804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	-	62,500	-	150,000	150,000	150,000	-
3751 2011 PRIV PLACE REF 97 LRBS	808010 - Transfers in - from RDA ADMIN FUND	-	-	150,000	-	(150,000)	-	-
3751 2011 PRIV PLACE REF 97 LRBS	808311 - Transfers in - from RDA TAX INCREMENT FUND	-	87,500	-	-	-	-	-

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3751 2011 PRIV PLACE REF 97 LRBS Total		**3,272,000**	**386,032**	**326,000**	**340,400**	**14,400**	**338,000**	**(2,400)**
3753 2011 PRIV PLMT REF 97 VAR COPS	589000 - Bond Proceeds	4,343,500	-	-	-	-	-	-
3753 2011 PRIV PLMT REF 97 VAR COPS	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3753 2011 PRIV PLMT REF 97 VAR COPS	807310 - Transfers in - from FACILITIES FUND (ADMIN/OPER)	-	787,318	711,100	787,000	75,900	787,500	500
3753 2011 PRIV PLMT REF 97 VAR COPS Total		**4,343,500**	**787,318**	**711,100**	**787,000**	**75,900**	**787,500**	**500**
3754 PUB SAFETY BOND DEBT SERVICE	460010 - Interest Income - Investments	22,796	-	-	-	-	-	-
3754 PUB SAFETY BOND DEBT SERVICE	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3754 PUB SAFETY BOND DEBT SERVICE	801010 - Transfers in - from GENERAL FUND	254,200	-	-	-	-	-	-
3754 PUB SAFETY BOND DEBT SERVICE	803751 - Transfers in - from 2011 PRIV PLACE REF. 97 LRBS	3,155,207	-	-	-	-	-	-
3754 PUB SAFETY BOND DEBT SERVICE	804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	-	-	-	-	-	-	-
3754 PUB SAFETY BOND DEBT SERVICE	808311 - Transfers in - from RDA TAX INCREMENT FUND	150,000	-	-	-	-	-	-
3754 PUB SAFETY BOND DEBT SERVICE Total		**3,582,203**	**-**	**-**	**-**	**-**	**-**	**-**
3756 OPA SALES TAX #2	402020 - Sales Tax - Note No. 2	-	-	-	-	-	-	-
3756 OPA SALES TAX #2	460030 - Interest Income - Price Club	449,473	-	-	-	-	-	-
3756 OPA SALES TAX #2 Total		**449,473**	**-**	**-**	**-**	**-**	**-**	**-**
3910 CELEBRATION PARK ENDOWMENT	460010 - Interest Income - Investments	1,261	1,042	1,000	1,000	-	1,000	-
3910 CELEBRATION PARK ENDOWMENT	464010 - Unrealized Gains/Losses	(271)	478	-	-	-	-	-
3910 CELEBRATION PARK ENDOWMENT	589040 - Endowment Contribution	-	-	-	-	-	-	-

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3910 CELEBRATION PARK ENDOWMENT Total		**990**	**1,520**	**1,000**	**1,000**	**-**	**1,000**	**-**
3911 EQUESTRIAN TRAIL ENDOWMENT	460010 - Interest Income - Investments	264	212	-	200	200	200	-
3911 EQUESTRIAN TRAIL ENDOWMENT	464010 - Unrealized Gains/Losses	(90)	159	-	-	-	-	-
3911 EQUESTRIAN TRAIL ENDOWMENT	589040 - Endowment Contribution	-	-	-	-	-	-	-
3911 EQUESTRIAN TRAIL ENDOWMENT Total		**174**	**371**	**-**	**200**	**200**	**200**	**-**
3912 ROCKRIDGE PARK ENDOWMENT	460010 - Interest Income - Investments	-	1,775	-	1,800	1,800	1,800	-
3912 ROCKRIDGE PARK ENDOWMENT	464010 - Unrealized Gains/Losses	-	-	-	-	-	-	-
3912 ROCKRIDGE PARK ENDOWMENT	589040 - Endowment Contribution	-	-	-	-	-	-	-
3912 ROCKRIDGE PARK ENDOWMENT Total		**-**	**1,775**	**-**	**1,800**	**1,800**	**1,800**	**-**
3913 NPDES ENDOWMENT FUND	460010 - Interest Income - Investments	-	-	-	-	-	-	-
3913 NPDES ENDOWMENT FUND	589040 - Endowment Contribution	-	14,506	-	-	-	-	-
3913 NPDES ENDOWMENT FUND Total		**-**	**14,506**	**-**	**-**	**-**	**-**	**-**
4011 ASSMT DIST 98-1 DEBT SERVICE	401040 - Property Tax - Bond Assessment	5,204	-	2,800	2,700	(100)	2,800	100
4011 ASSMT DIST 98-1 DEBT SERVICE	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
4011 ASSMT DIST 98-1 DEBT SERVICE	804015 - Transfers in - from CTRPT 87-4 AGENCY FUND	-	-	-	-	-	-	-
4011 ASSMT DIST 98-1 DEBT SERVICE Total		**5,204**	**-**	**2,800**	**2,700**	**(100)**	**2,800**	**100**

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4015 CTRPT 87-4	401040 - Property Tax - Bond Assessment	(2,643)	-	-	-	-	-	-
4015 CTRPT 87-4	460010 - Interest Income - Investments	-	-	-	-	-	-	-
4015 CTRPT 87-4	802006 - Transfers in - from SPCL DIST ADMIN FUND	-	-	-	-	-	-	-
4015 CTRPT 87-4 Total		**(2,643)**	**-**	**-**	**-**	**-**	**-**	**-**
4016 MV FOUNDATION - DONATIONS	580200 - Donations	-	-	-	-	-	-	-
4016 MV FOUNDATION - DONATIONS Total		**-**	**-**	**-**	**-**	**-**	**-**	**-**
4017 ARTS COMMISSION	580200 - Donations	504	-	1,300	2,500	1,200	3,500	1,000
4017 ARTS COMMISSION Total		**504**	**-**	**1,300**	**2,500**	**1,200**	**3,500**	**1,000**
4019 CFD#5 STONERIDGE	402040 - Special Tax Proceeds	376,005	384,249	392,850	-	(392,850)	-	-
4019 CFD#5 STONERIDGE	404000 - Special Taxes	-	-	-	382,000	382,000	389,900	7,900
4019 CFD#5 STONERIDGE	460010 - Interest Income - Investments	58	60	50	100	50	100	-
4019 CFD#5 STONERIDGE Total		**376,063**	**384,309**	**392,900**	**382,100**	**(10,800)**	**390,000**	**7,900**
4020 CFD#4I INFRASTRUCTURE	402040 - Special Tax Proceeds	-	-	604,600	-	(604,600)	-	-
4020 CFD#4I INFRASTRUCTURE	589000 - Bond Proceeds	-	-	-	-	-	-	-
4020 CFD#4I INFRASTRUCTURE Total		**-**	**-**	**604,600**	**-**	**(604,600)**	**-**	**-**
4800 SUCCESSOR AGENCY ADMIN FUND	401000 - Property Tax - Secured	-	2,537,358	8,950,000	9,238,000	288,000	9,238,000	-
4800 SUCCESSOR AGENCY ADMIN FUND	464010 - Unrealized Gains/Losses	-	(91,370)	-	-	-	-	-
4800 SUCCESSOR AGENCY ADMIN FUND	803707 - Transfers in - from AUTOML REFIN-CFD #3 DBT SVC FD	-	-	-	-	-	-	-

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4800 SUCCESSOR AGENCY ADMIN FUND Total		**-**	**2,445,988**	**8,950,000**	**9,238,000**	**288,000**	**9,238,000**	**-**
4820 SUCCESSOR AGENCY CAP PROJ	460010 - Interest Income - Investments	-	2	-	-	-	-	-
4820 SUCCESSOR AGENCY CAP PROJ	808010 - Transfers in - from RDA ADMIN FUND	-	-	-	-	-	-	-
4820 SUCCESSOR AGENCY CAP PROJ Total		**-**	**2**	**-**	**-**	**-**	**-**	**-**
4821 SUCCESSOR AGNCY 2007 TABS A CAP	460010 - Interest Income - Investments	-	176,661	-	-	-	-	-
4821 SUCCESSOR AGNCY 2007 TABS A CAP	464010 - Unrealized Gains/Losses	-	65,249	-	-	-	-	-
4821 SUCCESSOR AGNCY 2007 TABS A CAP Total		**-**	**241,910**	**-**	**-**	**-**	**-**	**-**
4850 SUCCESSOR AGNCY TAX REVENUE	460010 - Interest Income - Investments	-	75,734	-	-	-	-	-
4850 SUCCESSOR AGNCY TAX REVENUE	460200 - Interest Income - Other	-	5,438	-	-	-	-	-
4850 SUCCESSOR AGNCY TAX REVENUE	461000 - Principal Repayment	-	31,500	-	-	-	-	-
4850 SUCCESSOR AGNCY TAX REVENUE	804820 - Transfers In - from Successor Agency Capital Fund	-	3,718,466	-	-	-	-	-
4850 SUCCESSOR AGNCY TAX REVENUE Total		**-**	**3,831,138**	**-**	**-**	**-**	**-**	**-**
4851 SUCSR AGNCY 2007 TABS A DEBT SRV	460010 - Interest Income - Investments	-	4	-	-	-	-	-
4851 SUCSR AGNCY 2007 TABS A DEBT SRV	808010 - Transfers in - from RDA ADMIN FUND	-	-	-	-	-	-	-
4851 SUCSR AGNCY 2007 TABS A DEBT SRV Total		**-**	**4**	**-**	**-**	**-**	**-**	**-**
5010 LIBRARY SERVICES	401090 - Property Tax - Library	1,344,931	1,349,972	1,244,800	1,284,000	39,200	1,305,000	21,000
5010 LIBRARY SERVICES	440060 - Library Fines	42,302	50,220	60,600	50,000	(10,600)	50,000	-
5010 LIBRARY SERVICES	480110 - Interlibrary Book Loans	9,608	17,641	-	-	-	-	-

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5010 LIBRARY SERVICES	486000 - State Grant-Operating Revenue	64,489	-	-	-	-	-	-
5010 LIBRARY SERVICES	500200 - Library Fees	40,201	19,419	11,000	18,000	7,000	18,000	-
5010 LIBRARY SERVICES	580200 - Donations	22,782	22,725	2,000	2,000	-	2,000	-
5010 LIBRARY SERVICES	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
5010 LIBRARY SERVICES	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
5010 LIBRARY SERVICES	801010 - Transfers in - from GENERAL FUND	446,740	346,800	415,800	359,708	(56,092)	359,708	-
5010 LIBRARY SERVICES	803000 - Transfers in - from FACILITY CONST FUND	-	-	-	-	-	-	-
5010 LIBRARY SERVICES	805011 - Transfers in - from ZONE "A" PARKS FUND	-	-	160,000	160,000	-	160,000	-
5010 LIBRARY SERVICES	807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	-	-	-	-	-	-	-
5010 LIBRARY SERVICES Total		**1,971,052**	**1,806,776**	**1,894,200**	**1,873,708**	**(20,492)**	**1,894,708**	**21,000**
5011 ZONE A PARKS	401000 - Property Tax - Secured	1,469,602	1,487,220	1,449,000	1,521,000	72,000	1,545,000	24,000
5011 ZONE A PARKS	401010 - Property Tax - Unsecured	80,623	80,955	93,500	81,000	(12,500)	81,000	-
5011 ZONE A PARKS	401020 - Property Tax - Prior Years	3,493	4,140	6,000	6,000	-	6,000	-
5011 ZONE A PARKS	401030 - Property Tax - Homeowner Exemp	25,590	25,632	32,800	26,000	(6,800)	26,000	-
5011 ZONE A PARKS	401050 - Property Tax - Teeter/Del Tax	112,744	74,062	113,800	75,000	(38,800)	75,000	-
5011 ZONE A PARKS	401100 - ERAF	-	-	-	-	-	-	-
5011 ZONE A PARKS	460010 - Interest Income - Investments	21,416	24,261	-	25,000	25,000	25,000	-
5011 ZONE A PARKS	463000 - Rental Income	-	-	-	-	-	-	-
5011 ZONE A PARKS	463010 - Towngate Center Rentals	61,439	76,107	60,000	70,000	10,000	70,000	-
5011 ZONE A PARKS	463020 - CRC Banquet Rm. Rentals	168,769	216,848	185,000	200,000	15,000	200,000	-
5011 ZONE A PARKS	463030 - Mobile Home Rentals	4,275	-	6,000	6,000	-	6,000	-
5011 ZONE A PARKS	463040 - Senior Center Rentals	36,507	41,301	35,000	39,000	4,000	39,000	-
5011 ZONE A PARKS	463060 - Headstart Rent	-	-	-	-	-	-	-
5011 ZONE A PARKS	463070 - Lease Payments - Sub-Agents	46,515	48,725	54,000	49,900	(4,100)	51,300	1,400
5011 ZONE A PARKS	463080 - Cell Tower Rental Income	160,161	183,208	160,000	194,000	34,000	200,000	6,000
5011 ZONE A PARKS	464010 - Unrealized Gains/Losses	6,913	15,132	-	-	-	-	-
5011 ZONE A PARKS	486000 - State Grant-Operating Revenue	-	-	-	-	-	-	-

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5011 ZONE A PARKS	489000 - Other Grant-Operating Revenue	-	-	-	-	-	-	-
5011 ZONE A PARKS	500800 - Parcel Fees	5,025,169	4,977,963	4,770,000	4,900,000	130,000	4,900,000	-
5011 ZONE A PARKS	500900 - Admin Citation Fees	-	5,622	-	16,000	16,000	16,000	-
5011 ZONE A PARKS	501000 - Graffiti Abatement Fees	6,153	6,277	6,000	6,300	300	6,300	-
5011 ZONE A PARKS	507010 - Recreation Program Fees	240,571	266,485	238,500	275,455	36,955	278,840	3,385
5011 ZONE A PARKS	507020 - Park Fees	297,843	273,844	271,500	277,770	6,270	277,770	-
5011 ZONE A PARKS	507030 - Senior Center Fees	4,976	4,423	5,300	4,500	(800)	4,500	-
5011 ZONE A PARKS	507040 - Adult Sport Fees	68,005	40,210	78,000	65,692	(12,308)	65,692	-
5011 ZONE A PARKS	507050 - Youth Sport Fees	69,257	79,438	70,500	80,000	9,500	80,000	-
5011 ZONE A PARKS	507060 - Contract Programs-Adults	31,867	23,176	30,000	22,000	(8,000)	22,000	-
5011 ZONE A PARKS	507070 - Contract Programs-Youth	87,830	99,777	95,000	100,000	5,000	100,000	-
5011 ZONE A PARKS	507080 - Spl Seasonal Events-4th of Jul	5,451	4,603	-	50,000	50,000	50,000	-
5011 ZONE A PARKS	507090 - Spl Seasonal Events	3,488	4,883	26,000	8,085	(17,915)	8,085	-
5011 ZONE A PARKS	507100 - Skate Park Fees	17,464	16,365	20,000	17,820	(2,180)	17,820	-
5011 ZONE A PARKS	507110 - Skate Park - Snacks	9,964	8,980	12,000	13,000	1,000	13,000	-
5011 ZONE A PARKS	507210 - Golf Course Fees	-	-	-	72,000	72,000	72,000	-
5011 ZONE A PARKS	507220 - Golf Course Fees 2 - REMOVE - Data to 507210	3,697	180	3,500	-	(3,500)	-	-
5011 ZONE A PARKS	507230 - Golf Course Fees 3 - REMOVE - Data to 507210	72,090	6,694	70,600	-	(70,600)	-	-
5011 ZONE A PARKS	507310 - Registration Fees	12,321	12,636	12,500	12,500	-	12,500	-
5011 ZONE A PARKS	507400 - Cleaning/Linen/Security Fees	-	-	-	46,000	46,000	46,000	-
5011 ZONE A PARKS	509000 - Other Fees	2,670	3,070	4,000	-	(4,000)	-	-
5011 ZONE A PARKS	523010 - Insp Fees - Engineering	11,700	263,558	8,000	-	(8,000)	-	-
5011 ZONE A PARKS	540040 - Engineering Plan Check Fees	6,600	190,155	4,500	-	(4,500)	-	-
5011 ZONE A PARKS	580010 - Claims, Judgemnts, Settlmnt	-	1,930	-	-	-	-	-
5011 ZONE A PARKS	580040 - Fixed Asset Sales/Gains	-	-	-	-	-	-	-
5011 ZONE A PARKS	580070 - Pepsi Revenue	16,037	51,981	16,000	16,000	-	16,000	-
5011 ZONE A PARKS	580200 - Donations	13,110	9	60,000	1,000	(59,000)	1,000	-
5011 ZONE A PARKS	585050 - Fixed Asset Trade-In Allowance	-	-	-	-	-	-	-
5011 ZONE A PARKS	589900 - Other Misc. Revenue	567	288	500	1,100	600	1,100	-
5011 ZONE A PARKS	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
5011 ZONE A PARKS	801010 - Transfers in - from GENERAL FUND	298,513	307,500	307,500	307,500	-	307,500	-

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5011 ZONE A PARKS	802205 - Transfers in - from PAL GRANTS - NON PUBLIC SAFETY	-	-	-	-	-	-	-
5011 ZONE A PARKS	802905 - Transfers in - from DIF - PARKLAND FACILITIES	-	-	-	-	-	-	-
5011 ZONE A PARKS	805011 - Transfers in - from ZONE "A" PARKS FUND	-	-	-	-	-	-	-
5011 ZONE A PARKS	807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	25,000	-	-	116,636	116,636	-	(116,636)
5011 ZONE A PARKS Total		**8,528,391**	**8,927,636**	**8,305,000**	**8,702,258**	**397,258**	**8,620,407**	**(81,851)**
5012 ZONE B STREET LIGHTS	401000 - Property Tax - Secured	74,693	73,033	76,500	74,800	(1,700)	74,800	-
5012 ZONE B STREET LIGHTS	401010 - Property Tax - Unsecured	4,072	4,105	16,500	4,100	(12,400)	4,100	-
5012 ZONE B STREET LIGHTS	401020 - Property Tax - Prior Years	176	173	-	300	300	300	-
5012 ZONE B STREET LIGHTS	401030 - Property Tax - Homeowner Exemp	1,298	1,254	1,200	1,300	100	1,300	-
5012 ZONE B STREET LIGHTS	401050 - Property Tax - Teeter/Del Tax	5,695	3,756	-	4,800	4,800	4,800	-
5012 ZONE B STREET LIGHTS	460010 - Interest Income - Investments	(4,036)	669	-	-	-	-	-
5012 ZONE B STREET LIGHTS	464010 - Unrealized Gains/Losses	(1,174)	2,471	-	-	-	-	-
5012 ZONE B STREET LIGHTS	500800 - Parcel Fees	947,338	939,951	932,952	941,300	8,348	943,100	1,800
5012 ZONE B STREET LIGHTS	501100 - Advanced Energy Fees	324	522	400	42,700	42,300	87,300	44,600
5012 ZONE B STREET LIGHTS	509000 - Other Fees	-	-	-	-	-	-	-
5012 ZONE B STREET LIGHTS	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
5012 ZONE B STREET LIGHTS	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
5012 ZONE B STREET LIGHTS	801010 - Transfers in - from GENERAL FUND	623,300	675,000	675,000	608,000	(67,000)	620,000	12,000
5012 ZONE B STREET LIGHTS	802006 - Transfers in - from SPCL DIST ADMIN FUND	90,291	-	-	-	-	-	-
5012 ZONE B STREET LIGHTS Total		**1,741,978**	**1,700,935**	**1,702,552**	**1,677,300**	**(25,252)**	**1,735,700**	**58,400**
5013 ZONE E EXTENDED LANDSCAPE	460010 - Interest Income - Investments	85,100	71,938	70,000	4,346	(65,654)	4,171	(175)
5013 ZONE E EXTENDED LANDSCAPE	464010 - Unrealized Gains/Losses	(10,178)	36,431	-	-	-	-	-
5013 ZONE E EXTENDED LANDSCAPE	500600 - Reimbursement Agreement	4,176	1,861	3,800	1,800	(2,000)	1,800	-

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5013 ZONE E EXTENDED LANDSCAPE	500800 - Parcel Fees	2,399,003	2,410,151	2,432,338	2,465,109	32,771	2,487,205	22,096
5013 ZONE E EXTENDED LANDSCAPE	509000 - Other Fees	30	-	100	-	(100)	-	-
5013 ZONE E EXTENDED LANDSCAPE	523050 - Insp Fees - Landscape	-	-	12,000	-	(12,000)	-	-
5013 ZONE E EXTENDED LANDSCAPE	540060 - Landscape Plan Check Fees	-	-	-	-	-	-	-
5013 ZONE E EXTENDED LANDSCAPE	580010 - Claims, Judgemnts, Settlmnt	386	6,982	-	-	-	-	-
5013 ZONE E EXTENDED LANDSCAPE	589900 - Other Misc. Revenue	69	-	-	-	-	-	-
5013 ZONE E EXTENDED LANDSCAPE Total		**2,478,586**	**2,527,363**	**2,518,238**	**2,471,255**	**(46,983)**	**2,493,176**	**21,921**
5110 ZONE C ARTERIAL ST LIGHTS	401000 - Property Tax - Secured	98,919	98,176	90,500	95,900	5,400	95,900	-
5110 ZONE C ARTERIAL ST LIGHTS	401010 - Property Tax - Unsecured	5,503	5,510	6,300	5,600	(700)	5,600	-
5110 ZONE C ARTERIAL ST LIGHTS	401020 - Property Tax - Prior Years	238	232	-	300	300	300	-
5110 ZONE C ARTERIAL ST LIGHTS	401030 - Property Tax - Homeowner Exemp	1,742	1,710	1,000	1,800	800	1,800	-
5110 ZONE C ARTERIAL ST LIGHTS	401050 - Property Tax - Teeter/Del Tax	7,696	5,041	-	6,400	6,400	6,400	-
5110 ZONE C ARTERIAL ST LIGHTS	401100 - ERAF	-	-	-	-	-	-	-
5110 ZONE C ARTERIAL ST LIGHTS	460010 - Interest Income - Investments	8,500	3,383	4,500	-	(4,500)	-	-
5110 ZONE C ARTERIAL ST LIGHTS	464010 - Unrealized Gains/Losses	(2,759)	27	-	-	-	-	-
5110 ZONE C ARTERIAL ST LIGHTS	500800 - Parcel Fees	432,491	429,363	426,186	422,000	(4,186)	422,000	-
5110 ZONE C ARTERIAL ST LIGHTS	501100 - Advanced Energy Fees	19,260	43,512	5,000	108,500	103,500	28,700	(79,800)
5110 ZONE C ARTERIAL ST LIGHTS	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
5110 ZONE C ARTERIAL ST LIGHTS	801010 - Transfers in - from GENERAL FUND	-	90,000	420,000	288,000	(132,000)	397,000	109,000

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5110 ZONE C ARTERIAL ST LIGHTS Total		**571,589**	**676,955**	**953,486**	**928,500**	**(24,986)**	**957,700**	**29,200**
5111 ZONE D STANDARD LANDSCAPE	460010 - Interest Income - Investments	5,737	6,172	720	515	(205)	412	(103)
5111 ZONE D STANDARD LANDSCAPE	464010 - Unrealized Gains/Losses	1,470	3,685	-	-	-	-	-
5111 ZONE D STANDARD LANDSCAPE	500600 - Reimbursement Agreement	-	-	-	-	-	-	-
5111 ZONE D STANDARD LANDSCAPE	500800 - Parcel Fees	1,120,645	1,135,027	1,104,180	1,188,600	84,420	1,198,100	9,500
5111 ZONE D STANDARD LANDSCAPE	509000 - Other Fees	30	-	-	-	-	-	-
5111 ZONE D STANDARD LANDSCAPE	523050 - Insp Fees - Landscape	-	-	24,000	-	(24,000)	-	-
5111 ZONE D STANDARD LANDSCAPE	540060 - Landscape Plan Check Fees	-	1,680	10,000	-	(10,000)	-	-
5111 ZONE D STANDARD LANDSCAPE	580010 - Claims, Judgemnts, Settlmnt	5,624	-	-	-	-	-	-
5111 ZONE D STANDARD LANDSCAPE	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
5111 ZONE D STANDARD LANDSCAPE Total		**1,133,506**	**1,146,564**	**1,138,900**	**1,189,115**	**50,215**	**1,198,512**	**9,397**
5112 ZONE M MEDIANS	460010 - Interest Income - Investments	-	3,498	-	409	409	427	18
5112 ZONE M MEDIANS	464010 - Unrealized Gains/Losses	-	5,678	-	-	-	-	-
5112 ZONE M MEDIANS	500800 - Parcel Fees	144,898	150,723	141,531	200,700	59,169	202,700	2,000
5112 ZONE M MEDIANS	509000 - Other Fees	-	-	-	-	-	-	-
5112 ZONE M MEDIANS	523050 - Insp Fees - Landscape	4,021	38,322	30,500	-	(30,500)	-	-
5112 ZONE M MEDIANS	540060 - Landscape Plan Check Fees	9,315	10,196	10,000	-	(10,000)	-	-
5112 ZONE M MEDIANS	580010 - Claims, Judgemnts, Settlmnt	-	-	-	-	-	-	-
5112 ZONE M MEDIANS	589900 - Other Misc. Revenue	350	751	-	-	-	-	-
5112 ZONE M MEDIANS	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
5112 ZONE M MEDIANS	801010 - Transfers in - from GENERAL FUND	103,400	103,400	103,400	103,400	-	103,400	-
5112 ZONE M MEDIANS Total		**261,984**	**312,568**	**285,431**	**304,509**	**19,078**	**306,527**	**2,018**

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5113 CFD#1	402040 - Special Tax Proceeds	1,013,881	965,251	1,000,000	-	(1,000,000)	-	-
5113 CFD#1	404000 - Special Taxes	-	-	-	1,000,000	1,000,000	1,000,000	-
5113 CFD#1	460010 - Interest Income - Investments	24,911	22,722	16,000	25,000	9,000	25,000	-
5113 CFD#1	464010 - Unrealized Gains/Losses	(243)	12,343	-	-	-	-	-
5113 CFD#1	500800 - Parcel Fees	25,305	25,300	25,400	25,400	-	25,400	-
5113 CFD#1	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
5113 CFD#1	805013 - Transfers in - from ZONE "E" EXT LDSC FUND	-	-	-	-	-	-	-
5113 CFD#1 Total		**1,063,854**	**1,025,615**	**1,041,400**	**1,050,400**	**9,000**	**1,050,400**	**-**
5114 ZONE S	460010 - Interest Income - Investments	1,690	1,169	600	51	(549)	41	(10)
5114 ZONE S	464010 - Unrealized Gains/Losses	(77)	282	-	-	-	-	-
5114 ZONE S	500800 - Parcel Fees	51,966	57,405	53,295	55,800	2,505	56,300	500
5114 ZONE S	509000 - Other Fees	-	-	-	-	-	-	-
5114 ZONE S	523050 - Insp Fees - Landscape	-	-	-	-	-	-	-
5114 ZONE S	540060 - Landscape Plan Check Fees	-	-	-	-	-	-	-
5114 ZONE S	580010 - Claims, Judgemnts, Settlmnt	-	-	-	-	-	-	-
5114 ZONE S	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
5114 ZONE S Total		**53,579**	**58,856**	**53,895**	**55,851**	**1,956**	**56,341**	**490**
6010 ELECTRIC	460000 - Interest Income	-	-	25,000	25,000	-	25,000	-
6010 ELECTRIC	460010 - Interest Income - Investments	32,202	51,141	-	-	-	-	-
6010 ELECTRIC	463050 - Rental Revenue - ENCO	72,277	51,274	55,500	55,500	-	55,500	-
6010 ELECTRIC	464010 - Unrealized Gains/Losses	(3,388)	37,604	-	-	-	-	-
6010 ELECTRIC	500700 - Developer Reimbursement	-	-	-	-	-	-	-
6010 ELECTRIC	501100 - Advanced Energy Fees	-	-	-	-	-	-	-
6010 ELECTRIC	540040 - Engineering Plan Check Fees	136,441	173,639	100,000	100,000	-	100,000	-
6010 ELECTRIC	560010 - Generation	9,121,737	9,853,973	10,641,000	10,998,657	357,657	11,218,630	219,973
6010 ELECTRIC	560020 - Distribution	4,839,095	5,068,006	5,084,000	5,429,282	345,282	5,537,868	108,586
6010 ELECTRIC	560030 - Transmission	-	131,726	812,300	816,325	4,025	832,652	16,327
6010 ELECTRIC	560060 - Special Charges	152,914	136,566	144,100	147,695	3,595	149,991	2,296
6010 ELECTRIC	560070 - Public Purpose Programs	1,025,989	1,415,924	877,200	1,118,589	241,389	1,140,961	22,372
6010 ELECTRIC	560080 - Electricity Fee Refunds	(41,574)	(1,068)	(95,000)	(95,000)	-	(95,000)	-

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6010 ELECTRIC	560090 - Allowance Revenue	-	-	-	400,000	400,000	400,000	-
6010 ELECTRIC	580010 - Claims, Judgemnts, Settlmnt	42,710	4,950	-	-	-	-	-
6010 ELECTRIC	580040 - Fixed Asset Sales/Gains	-	-	-	-	-	-	-
6010 ELECTRIC	585000 - Replacement Charge Revenue	3,900	-	4,000	4,000	-	4,000	-
6010 ELECTRIC	589050 - Contributed Capital	-	-	-	-	-	-	-
6010 ELECTRIC	589900 - Other Misc. Revenue	137,182	108,015	169,000	119,488	(49,512)	121,878	2,390
6010 ELECTRIC	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
6010 ELECTRIC	802513 - Transfers in - from CDBG RECOVERY ACT OF 2009	107,841	-	-	-	-	-	-
6010 ELECTRIC	803401 - Transfers in - from 2005 LEASE REV BONDS-CAP/ADMN	-	-	-	-	-	-	-
6010 ELECTRIC	803708 - Transfers in - from CFD#5 STONERIDGE DEBT SVC FND	-	-	-	-	-	-	-
6010 ELECTRIC	805012 - Transfers in - from ZONE "B" ST LGHT FUND	-	-	-	-	-	-	-
6010 ELECTRIC	805110 - Transfers in - from ZONE "C" ART LGHT FUND	-	-	-	-	-	-	-
6010 ELECTRIC Total		**15,627,325**	**17,031,750**	**17,817,100**	**19,119,536**	**1,302,436**	**19,491,480**	**371,944**
6020 2007 TAXABLE LEASE REVENUE BONDS	460010 - Interest Income - Investments	728	438	-	-	-	-	-
6020 2007 TAXABLE LEASE REVENUE BONDS	460200 - Interest Income - Other	-	-	-	-	-	-	-
6020 2007 TAXABLE LEASE REVENUE BONDS	589000 - Bond Proceeds	-	-	-	-	-	-	-
6020 2007 TAXABLE LEASE REVENUE BONDS	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
6020 2007 TAXABLE LEASE REVENUE BONDS	803701 - Transfers in - from 2005 LEASE REV BONDS-DEBT SVC	-	-	-	-	-	-	-
6020 2007 TAXABLE LEASE REVENUE BONDS Total		**728**	**438**	**-**	**-**	**-**	**-**	**-**
6030 2005 LEASE REVENUE BONDS	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
6030 2005 LEASE REVENUE BONDS	806010 - Transfers in - from ELECTRIC FUND	-	-	-	-	-	-	-

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6030 2005 LEASE REVENUE BONDS Total		**-**	**-**	**-**	**-**	**-**	**-**	**-**
7010 GENERAL LIABILITY INSURANCE	501050 - Other Subpnas/Court Ap	-	529	-	-	-	-	-
7010 GENERAL LIABILITY INSURANCE	580010 - Claims, Judgemnts, Settlmnt	196	(1,098)	-	-	-	-	-
7010 GENERAL LIABILITY INSURANCE	585000 - Replacement Charge Revenue	200	-	-	-	-	-	-
7010 GENERAL LIABILITY INSURANCE	585020 - Administrative Charges	947,684	798,967	808,100	793,152	(14,948)	793,152	-
7010 GENERAL LIABILITY INSURANCE	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
7010 GENERAL LIABILITY INSURANCE Total		**948,080**	**798,398**	**808,100**	**793,152**	**(14,948)**	**793,152**	**-**
7110 WORKERS' COMPENSATION	483010 - Reimbursements - Other Govts	-	-	-	-	-	-	-
7110 WORKERS' COMPENSATION	580010 - Claims, Judgemnts, Settlmnt	-	-	-	-	-	-	-
7110 WORKERS' COMPENSATION	585040 - Accum. Workers Comp. Chg.	-	778,688	781,600	785,600	4,000	785,600	-
7110 WORKERS' COMPENSATION	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
7110 WORKERS' COMPENSATION	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
7110 WORKERS' COMPENSATION Total		**-**	**778,688**	**781,600**	**785,600**	**4,000**	**785,600**	**-**
7210 TECHNOLOGY SERVICES	486000 - State Grant-Operating Revenue	-	-	-	-	-	-	-
7210 TECHNOLOGY SERVICES	580010 - Claims, Judgemnts, Settlmnt	-	-	-	-	-	-	-
7210 TECHNOLOGY SERVICES	580040 - Fixed Asset Sales/Gains	-	-	-	-	-	-	-
7210 TECHNOLOGY SERVICES	585000 - Replacement Charge Revenue	264,400	-	264,600	633,000	368,400	293,000	(340,000)
7210 TECHNOLOGY SERVICES	585020 - Administrative Charges	4,014,824	3,814,269	3,989,300	3,989,300	-	3,989,300	-

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7210 TECHNOLOGY SERVICES	585060 - Reimbursements-Interfund	-	-	-	-	-	-	-
7210 TECHNOLOGY SERVICES	589900 - Other Misc. Revenue	1,970	391	-	-	-	-	-
7210 TECHNOLOGY SERVICES	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
7210 TECHNOLOGY SERVICES	801010 - Transfers in - from GENERAL FUND	-	1,900,000	238,000	-	(238,000)	-	-
7210 TECHNOLOGY SERVICES	802011 - Transfers in - from PUB/EDUC/GOVT ACCESS PROG FD	-	-	-	-	-	-	-
7210 TECHNOLOGY SERVICES	807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	-	-	-	-	-	-	-
7210 TECHNOLOGY SERVICES Total		**4,281,193**	**5,714,660**	**4,491,900**	**4,622,300**	**130,400**	**4,282,300**	**(340,000)**
7310 FACILITIES MAINTENANCE	500600 - Reimbursement Agreement	1,272	1,338	1,700	1,300	(400)	1,300	-
7310 FACILITIES MAINTENANCE	580040 - Fixed Asset Sales/Gains	-	-	-	-	-	-	-
7310 FACILITIES MAINTENANCE	580120 - Employee Beverage Service	5,783	5,124	3,100	4,800	1,700	4,800	-
7310 FACILITIES MAINTENANCE	585000 - Replacement Charge Revenue	27,600	-	-	-	-	-	-
7310 FACILITIES MAINTENANCE	585010 - In-House Copier Charges	147,884	135,662	-	132,636	132,636	132,636	-
7310 FACILITIES MAINTENANCE	585020 - Administrative Charges	2,756,200	4,047,081	4,076,400	4,342,550	266,150	4,342,550	-
7310 FACILITIES MAINTENANCE	585080 - Security Guard Reimb	-	-	-	-	-	-	-
7310 FACILITIES MAINTENANCE	589900 - Other Misc. Revenue	13,010	385	-	300	300	300	-
7310 FACILITIES MAINTENANCE	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
7310 FACILITIES MAINTENANCE	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
7310 FACILITIES MAINTENANCE	803000 - Transfers in - from FACILITY CONST FUND	-	-	-	-	-	-	-
7310 FACILITIES MAINTENANCE	803750 - Transfers in - from CH COP 97 DEBT SERV FUND	1,060,505	-	-	-	-	-	-
7310 FACILITIES MAINTENANCE	807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	-	-	-	-	-	-	-

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7310 FACILITIES MAINTENANCE Total		**4,012,254**	**4,189,590**	**4,081,200**	**4,481,586**	**400,386**	**4,481,586**	**-**
7410 EQUIPMENT MAINTENANCE	580040 - Fixed Asset Sales/Gains	-	-	-	-	-	-	-
7410 EQUIPMENT MAINTENANCE	585000 - Replacement Charge Revenue	3,700	-	3,800	3,800	-	3,800	-
7410 EQUIPMENT MAINTENANCE	585020 - Administrative Charges	489,564	739,470	737,031	794,334	57,303	782,334	(12,000)
7410 EQUIPMENT MAINTENANCE	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
7410 EQUIPMENT MAINTENANCE	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
7410 EQUIPMENT MAINTENANCE	801010 - Transfers in - from GENERAL FUND	114,000	-	-	-	-	-	-
7410 EQUIPMENT MAINTENANCE Total		**607,264**	**739,470**	**740,831**	**798,134**	**57,303**	**786,134**	**(12,000)**
7510 EQUIPT REPLACEMENT RESERVE	580010 - Claims, Judgemnts, Settlmnt	-	-	-	-	-	-	-
7510 EQUIPT REPLACEMENT RESERVE	580040 - Fixed Asset Sales/Gains	605	-	-	-	-	-	-
7510 EQUIPT REPLACEMENT RESERVE	585000 - Replacement Charge Revenue	2,304,055	2,583,422	2,284,402	2,284,402	-	2,284,402	-
7510 EQUIPT REPLACEMENT RESERVE	589900 - Other Misc. Revenue	-	2,124	-	-	-	-	-
7510 EQUIPT REPLACEMENT RESERVE Total		**2,304,660**	**2,585,546**	**2,284,402**	**2,284,402**	**-**	**2,284,402**	**-**
8010 RDA ADMINISTRATION	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
8010 RDA ADMINISTRATION	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
8010 RDA ADMINISTRATION	808311 - Transfers in - from RDA TAX INCREMENT FUND	-	445,011	-	-	-	-	-
8010 RDA ADMINISTRATION Total		**-**	**445,011**	**-**	**-**	**-**	**-**	**-**
8110 RDA CAPITAL PROJECTS	460200 - Interest Income - Other	1,959	-	-	-	-	-	-
8110 RDA CAPITAL PROJECTS	461000 - Principal Repayment	4,500	-	-	-	-	-	-

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8110 RDA CAPITAL PROJECTS	500600 - Reimbursement Agreement	155,390	-	-	-	-	-	-
8110 RDA CAPITAL PROJECTS	589900 - Other Misc. Revenue	297	-	-	-	-	-	-
8110 RDA CAPITAL PROJECTS	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
8110 RDA CAPITAL PROJECTS	808311 - Transfers in - from RDA TAX INCREMENT FUND	-	-	-	-	-	-	-
8110 RDA CAPITAL PROJECTS Total		**162,146**	**-**	**-**	**-**	**-**	**-**	**-**
8111 RDA 2007 TABS, SERIES A CAP PROJ	460010 - Interest Income - Investments	798,704	380,808	-	-	-	-	-
8111 RDA 2007 TABS, SERIES A CAP PROJ	464010 - Unrealized Gains/Losses	(160,085)	140,673	-	-	-	-	-
8111 RDA 2007 TABS, SERIES A CAP PROJ	589000 - Bond Proceeds	-	-	-	-	-	-	-
8111 RDA 2007 TABS, SERIES A CAP PROJ	589900 - Other Misc. Revenue	1,548	2,329	-	-	-	-	-
8111 RDA 2007 TABS, SERIES A CAP PROJ	808312 - Transfers in - from RDA 2007TABS, Series A DEBT SV	-	-	-	-	-	-	-
8111 RDA 2007 TABS, SERIES A CAP PROJ Total		**640,167**	**523,810**	**-**	**-**	**-**	**-**	**-**
8210 RDA HOUSING FUND	401500 - Tax Increment	3,522,959	1,736,829	-	-	-	-	-
8210 RDA HOUSING FUND	460010 - Interest Income - Investments	163,814	78,103	-	-	-	-	-
8210 RDA HOUSING FUND	460060 - Interest Income - HILP	6,076	-	-	-	-	-	-
8210 RDA HOUSING FUND	460070 - Interest Income - HAP	-	-	-	-	-	-	-
8210 RDA HOUSING FUND	460090 - Interest Inc. - Rental Rehab	23,075	-	-	-	-	-	-
8210 RDA HOUSING FUND	460100 - Interest Inc. - Land Transfer	26,071	-	-	-	-	-	-
8210 RDA HOUSING FUND	460200 - Interest Income - Other	14,228	-	-	-	-	-	-
8210 RDA HOUSING FUND	461060 - Princ. Repayment - HILP	-	-	-	-	-	-	-
8210 RDA HOUSING FUND	461070 - Princ. Repayment- HAP	3,221	-	-	-	-	-	-
8210 RDA HOUSING FUND	461090 - Princ. Repayment- Rental Rehab	25,609	-	-	-	-	-	-
8210 RDA HOUSING FUND	461100 - Princ. Repayment -Land Xfer	178,247	-	-	-	-	-	-
8210 RDA HOUSING FUND	464010 - Unrealized Gains/Losses	(35,457)	(12,387)	-	-	-	-	-
8210 RDA HOUSING FUND	580040 - Fixed Asset Sales/Gains	-	-	-	-	-	-	-
8210 RDA HOUSING FUND	589030 - Share Equity - HAP	-	-	-	-	-	-	-
8210 RDA HOUSING FUND	589900 - Other Misc. Revenue	1,871	-	-	-	-	-	-

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8210 RDA HOUSING FUND	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
8210 RDA HOUSING FUND	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
8210 RDA HOUSING FUND	808311 - Transfers in - from RDA TAX INCREMENT FUND	-	-	-	-	-	-	-
8210 RDA HOUSING FUND Total		**3,929,715**	**1,802,545**	**-**	**-**	**-**	**-**	**-**
8311 RDA TAX INCREMENT FUND	401080 - Section 33676 2% Increase	1,090,264	557,255	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	401500 - Tax Increment	14,091,836	6,947,314	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	401510 - Tax Increment Pass Thru	(7,591,298)	(1,615,185)	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	401530 - Flood Control Agrmnt Pass Thru	(792,666)	(781,573)	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	401540 - MVUSD Agreement Pass Thru	(792,337)	(408,421)	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	401550 - Val Verde USD Agrmnt Pass Thru	(7,324)	(1,387)	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	401560 - RCC Agreement Pass Thru	(158,608)	(81,284)	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	401570 - PerrisAreaElmSch Agrmnt Pass T	(2,733)	(517)	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	401580 - Perris Jr High Agrmnt Pass Thr	(1,823)	(345)	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	401590 - Co. Supt of Schls Agrmnt Pass	(127,439)	(65,300)	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	402010 - Sales Tax - Note No. 1	544,542	-	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	402020 - Sales Tax - Note No. 2	449,473	-	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	460000 - Interest Income	-	1,284,154	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	460010 - Interest Income - Investments	594,816	117,357	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	460200 - Interest Income - Other	14,025	5,513	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	461000 - Principal Repayment	31,500	-	-	-	-	-	-

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8311 RDA TAX INCREMENT FUND	464010 - Unrealized Gains/Losses	(96,917)	72,945	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	580040 - Fixed Asset Sales/Gains	-	-	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	589020 - Interfund Loan Proceeds	-	-	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	802504 - Transfers in - from EPA GRANT - BOX SPRINGS WATER	-	-	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	803703 - Transfers in - from TWNGT REF DEBT SERV FUND	-	-	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	808110 - Transfers in - from RDA CAP PROJECT FUND	-	-	-	-	-	-	-
8311 RDA TAX INCREMENT FUND Total		**7,245,311**	**6,030,525**	**-**	**-**	**-**	**-**	**-**
8312 RDA 2007 TABS, SERIES A DEBT SV	460010 - Interest Income - Investments	2	-	-	-	-	-	-
8312 RDA 2007 TABS, SERIES A DEBT SV	589000 - Bond Proceeds	-	-	-	-	-	-	-
8312 RDA 2007 TABS, SERIES A DEBT SV	808111 - Transfers in - from RDA 2007TABS, SERIES A CAP PRJ	-	-	-	-	-	-	-
8312 RDA 2007 TABS, SERIES A DEBT SV	808311 - Transfers in - from RDA TAX INCREMENT FUND	-	-	-	-	-	-	-
8312 RDA 2007 TABS, SERIES A DEBT SV Total		**2**	**-**	**-**	**-**	**-**	**-**	**-**
8313 RDA 2007 TABS, SERIES B DEBT SV	460010 - Interest Income - Investments	-	-	-	-	-	-	-
8313 RDA 2007 TABS, SERIES B DEBT SV	808311 - Transfers in - from RDA TAX INCREMENT FUND	-	-	-	-	-	-	-
8313 RDA 2007 TABS, SERIES B DEBT SV Total		**-**	**-**	**-**	**-**	**-**	**-**	**-**
8884 HOUSING AUTHORITY	460010 - Interest Income - Investments	-	(327)	-	15,000	15,000	15,000	-
8884 HOUSING AUTHORITY	460060 - Interest Income - HILP	-	-	-	-	-	-	-
8884 HOUSING AUTHORITY	460070 - Interest Income - HAP	-	-	-	-	-	-	-
8884 HOUSING AUTHORITY	460080 - Interest Income - HAMR	-	-	-	-	-	-	-
8884 HOUSING AUTHORITY	460090 - Interest Inc. - Rental Rehab	-	24,590	-	-	-	-	-
8884 HOUSING AUTHORITY	460200 - Interest Income - Other	-	-	-	-	-	-	-

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8884 HOUSING AUTHORITY	461000 - Principal Repayment	-	-	-	-	-	-	-
8884 HOUSING AUTHORITY	461050 - Princ. Repayment- Mobile Home	-	-	-	-	-	-	-
8884 HOUSING AUTHORITY	461060 - Princ. Repayment - HILP	-	-	-	-	-	-	-
8884 HOUSING AUTHORITY	461070 - Princ. Repayment- HAP	-	19,526	-	-	-	-	-
8884 HOUSING AUTHORITY	461080 - Princ. Repayment- HAMR	-	-	-	-	-	-	-
8884 HOUSING AUTHORITY	461090 - Princ. Repayment- Rental Rehab	-	12,562	-	-	-	-	-
8884 HOUSING AUTHORITY	461100 - Princ. Repayment -Land Xfer	-	-	-	-	-	-	-
8884 HOUSING AUTHORITY	464010 - Unrealized Gains/Losses	-	33,529	-	-	-	-	-
8884 HOUSING AUTHORITY	580040 - Fixed Asset Sales/Gains	-	331,769	-	-	-	-	-
8884 HOUSING AUTHORITY	589030 - Share Equity - HAP	-	-	-	-	-	-	-
8884 HOUSING AUTHORITY	589900 - Other Misc. Revenue	-	45	-	-	-	-	-
8884 HOUSING AUTHORITY	804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	-	-	-	-	-	-	-
8884 HOUSING AUTHORITY	808010 - Transfers in - from RDA ADMIN FUND	-	-	2,900,000	-	(2,900,000)	-	-
8884 HOUSING AUTHORITY Total		**-**	**421,693**	**2,900,000**	**15,000**	**(2,885,000)**	**15,000**	**-**
Grand Total		**184,377,391**	**197,902,848**	**188,714,568**	**186,013,057**	**(2,701,511)**	**171,864,410**	**(14,148,647)**

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MV00207041

EXHIBIT B

Revenue Adjustments to the City of Moreno Valley Proposed Operating Budget for Fiscal Years 2013/14 – 2014/15

Fund	FY 2013/14 Proposed Budget	Explanation	FY 2013/14 Adjustments	FY 2013/14 Budget
1010 GENERAL FUND	77,839,933	Transfer In from Equipment Replacement Increase for Squad 58 replacement transfer	35,404	77,892,736
		Transfer In from Equipment Replacement Increase for fire thermal cameras	17,399	

Fund	FY 2014/15 Proposed Budget	Explanation	FY 2014/15 Adjustments	FY 2014/15 Budget
1010 GENERAL FUND	78,823,664	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP) Increase for fire thermal cameras	8,699	78,832,363

EXHIBIT B

Expenditure Adjustments to the City of Moreno Valley Proposed Operating Budget for Fiscal Years 2013/14 – 2014/15

Fund	FY 2013/14 Proposed Budget	Explanation	FY 2013/14 Adjustments	FY 2013/14 Budget
1010 GENERAL FUND	77,773,536	Fire Service Reduction move to 13/14 (10 months)	(905,000)	76,868,536
7510 EQUIPT REPLACEMENT- FURN & EQUIP	1,498,600	Transfer to General Fund Increase for Squad 58 replacement transfer	35,404	1,551,403
		Transfer to General Fund Increase for fire thermal cameras	17,399	

Fund	FY 2014/15 Proposed Budget	Explanation	FY 2014/15 Adjustments	FY 2014/15 Budget
1010 GENERAL FUND	79,814,990	Fire Service Reduction move to 13/14 (10 months)	(73,734)	78,741,256
		Police Service Reduction	(1,000,000)	
7510 EQUIPT REPLACEMENT- FURN & EQUIP	286,181	Transfer to General Fund Increase for fire thermal cameras	8,699	294,880

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: June 11, 2013

TITLE: ADOPTION OF FY 2013-2014 CAPITAL IMPROVEMENT PLAN

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Adopt Resolution No. 2013-45, approving the Capital Improvement Plan as the capital budget for the City of Moreno Valley for FY 2013-2014, including all applicable adjustments to the Proposed Capital Improvement Plan (CIP), as detailed in Revisions to the Proposed Capital Improvement Plan.

Recommendations: That the CSD:

1. Acting in its capacity as the President and the Board of Directors of the Community Services District (CSD) of the City of Moreno Valley, adopt Resolution No. CSD 2013-14, approving the Capital Improvement Plan as the capital budget for the Community Services District of the City of Moreno Valley for FY 2013-2014, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan.

Recommendations: That the Housing Authority:

1. Acting in its capacity as the Chairman and the Board of Directors of the Moreno Valley Housing Authority (HA) of the City of Moreno Valley, adopt Resolution No. HA 2013-04, approving the Capital Improvement Plan as the capital budget for the Moreno Valley Housing Authority for FY 2013-2014, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan.

Recommendations: That the City Council as Successor Agency:

1. Acting in its capacity as the Successor Agency (SA) to the Community Redevelopment Agency of the City of Moreno Valley, adopt Resolution No. SA 2013-04 approving the Capital Improvement Plan as the capital budget for the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley for FY 2013-2014 including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan.

BACKGROUND

The purpose of the Proposed CIP is to identify needed improvements and establish long-term funding priorities. The Proposed CIP contains the list of projects comprising the budget and expenditures that will enable the City Council to make adequate financial plans and will ensure that City officers can administer their respective functions in accordance with such plans.

DISCUSSION

The Proposed CIP identifies and projects the costs of constructing the following types of projects anticipated through build-out of the City:

- Street Improvements
- Buildings
- Electric Utility
- Parks
- Underground Utilities
- Bridges
- Drainage, Sewers, and Waterlines
- Landscaping
- Traffic Signals

City staff has completed a full review of all project needs through "build-out" of the City. The priorities, as proposed, are based on status and funding of existing projects, availability of matching federal, state, or regional grant funds, and anticipated development trends within the City.

During the Study Session on May 21, 2013, City Council had an opportunity to review the project forms in the FY 2013–2014 Proposed CIP and staff subsequently incorporated necessary revisions resulting from receiving updated information. All revisions are documented in Attachment 5.

Capital Budget Adoption Actions

Revisions to the Proposed Capital Improvement Plan (Attachment 5) - This is a list of revisions, resulting from receiving updated information, that were incorporated in the Proposed CIP following the Study Session on May 21, 2013. The list includes proposed revisions to the Proposed CIP that would, upon approval, be incorporated in the

Adopted CIP. By incorporating Revisions to the Proposed CIP, the Adopted CIP, as the capital budget for the City of Moreno Valley for FY 2013-2014, will be a more accurate document.

Resolutions Adopting the Capital Improvement Plan for FY 2013-2014 (Attachments 1, 2, 3, and 4) - As a long-standing best practice, each of the City's primary entities (the City, CSD, HA, and SA) will adopt separate resolutions to approve their respective budget.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will allow for implementing the planning, design, and construction of necessary capital improvements.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the planning, design, and construction of necessary capital improvements.*

FISCAL IMPACT

Projects have been identified as funded, partially funded, and unfunded for FY 2013-2014 through FY 2017-2018 and Beyond. The Capital Improvement Plan provides the funding and expenditure plan for FY 2013-2014. This year's budget includes $22.8 million in new capital requests plus $51.3 million in carryover appropriations from FY 2012-13.

Following adoption of the Capital Improvement Plan, a staff report will be presented at the June 25, 2013 City Council meeting to request the redistribution and reallocation of the Successor Agency funds (Fund 4821), to provide funding for the prosed projects. The staff report will also request that the budget for all other projects currently funded with Successor Agency funds be funded by the Capital Project Reimbursement fund (Fund 3008). All CIP forms impacted by this upcoming staff report currently reflect the proposed adjustments and may be modified later, based on Council direction.

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS:
Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts (including home rehabilitation) and neighborhood restoration.

SUMMARY

Staff recommends that the City, CSD, HA, and SA adopt the Resolutions Adopting the Capital Improvement Plan for Fiscal Year 2013-2014 (Attachments 1, 2, 3, and 4), approving the Capital Improvement Plan as the capital budget for the City of Moreno Valley, Community Services District, Moreno Valley Housing Authority and the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley for FY 2013-2014, including all applicable adjustments to the Proposed Capital Improvement Plan (CIP), as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment 5).

ATTACHMENTS

Attachment 1:	Proposed City Council Resolution
Attachment 2:	Proposed Community Services District Resolution
Attachment 3:	Proposed Housing Authority Resolution
Attachment 4:	Proposed Successor Agency Resolution
Attachment 5:	Revisions to the Proposed Capital Improvement Plan

Prepared By:
Larry Gonzales
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Concurred By:
Richard Teichert
Chief Financial Officer/City Treasurer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00207049

RESOLUTION NO. 2013-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE CAPITAL IMPROVEMENT PLAN FOR FY 2013-2014

WHEREAS, the City Manager has heretofore submitted to the City Council a Proposed Capital Improvement Plan (CIP) for the City for FY 2013-2014, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed CIP contains the list of projects comprising the budget, and contains expenditure requirements, and the resources available to the City; and

WHEREAS, the City Council has made such revisions to the Proposed CIP as appears to be desirable; and

WHEREAS, the Proposed CIP, as herein approved, will enable the City Council to make adequate financial plans and will ensure that City officers can administer their respective functions in accordance with such plans.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The Proposed CIP, as amended by the City Council per the Revisions to the Proposed Capital Improvement Plan (Attachment 5), is hereby approved and adopted as the capital budget of the City of Moreno Valley for the FY 2013-2014.

2. The projects are hereby appropriated as the capital budget for said fiscal year.

3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2013, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.

4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 11th day of June, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-45 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem, and Mayor)

_____

CITY CLERK

(SEAL)

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MV00207053

RESOLUTION NO. CSD 2013-14

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE CAPITAL IMPROVEMENT PLAN FOR FY 2013-2014

WHEREAS, the City Manager has heretofore submitted to the President and Board of Directors of the Moreno Valley Community Services District a Proposed Capital Improvement Plan (CIP) for the Agency for FY 2013-2014, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed CIP contains the list of projects comprising the budget, and contains expenditure requirements, and the resources available to the Community Services District; and

WHEREAS, the President and the Board of Directors have made such revisions to the Proposed CIP as appears to be desirable; and

WHEREAS, the Proposed CIP, as herein approved, will enable the Community Services District to make adequate financial plans and will ensure that District officers can administer their respective functions in accordance with such plans.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The Proposed CIP, as amended by the President and the Board of Directors per the Revisions to the Proposed Capital Improvement Plan (Attachment 5), is hereby approved and adopted as the capital budget of the Community Services District for the FY 2013-2014.

2. The projects are hereby appropriated as the capital budget for said fiscal year.

3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2013, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.

4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 11th day of June, 2013.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

_____
City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2013-14 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President, and President)

_____

SECRETARY

(SEAL)

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MV00207057

RESOLUTION NO. HA 2013-04

A RESOLUTION OF THE MORENO VALLEY HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE CAPITAL IMPROVEMENT PLAN FOR FY 2013-2014

WHEREAS, the City Manager has heretofore submitted to the Chairperson and the Board of Directors of the Moreno Valley Housing Authority a Proposed Capital Improvement Plan (CIP) for the Agency for FY 2013-2014, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed CIP contains the list of projects comprising the budget, and contains expenditure requirements, and the resources available to the Moreno Valley Housing Authority; and

WHEREAS, the Chairperson and the Board of Directors have made such revisions to the Proposed CIP as appears to be desirable; and

WHEREAS, the Proposed CIP, as herein approved, will enable the Moreno Valley Housing Authority to make adequate financial plans and will ensure that Authority officers can administer their respective functions in accordance with such plans.

NOW, THEREFORE, THE MORENO VALLEY HOUSING AUTHORITY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The Proposed CIP, as amended by the Chairperson and the Board of Directors per the Revisions to the Proposed Capital Improvement Plan (Attachment 5), is hereby approved and adopted as the capital budget of the Moreno Valley Housing Authority for the FY 2013-2014.

2. The projects are hereby appropriated as the capital budget for said fiscal year.

3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2013, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.

4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 11th day of June, 2013.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of Chairperson of the
Moreno Valley Housing Authority

ATTEST:

_____
City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Housing Authority

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Housing Authority

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Housing Authority of the City of Moreno Valley, California, do hereby certify that Resolution No. HA 2013-04 was duly and regularly adopted by the Commissioners of the Moreno Valley Housing Authority at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice Chairperson, and Chairperson)

_____

SECRETARY

(SEAL)

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MV00207061

RESOLUTION NO. SA 2013-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY SERVING AS SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, CALIFORNIA ADOPTING THE CAPITAL IMPROVEMENT PLAN FOR FY 2013-2014

WHEREAS, the City Manager has heretofore submitted to the Chairperson and Agency Members of the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley a Proposed Capital Improvement Plan (CIP) for the Agency for Fiscal Year 2013-2014, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed CIP contains the list of projects comprising the budget, and contains expenditure requirements, and the resources available to the Successor Agency; and

WHEREAS, the Chairperson and Agency Members have made such revisions to the Proposed CIP as appears to be desirable; and

WHEREAS, the Proposed CIP, as herein approved, will enable the Successor Agency to make adequate financial plans and will ensure that Agency Members can administer their respective functions in accordance with such plans.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The Proposed CIP, as amended by the Chairperson and Agency Members per the Revisions to the Proposed Capital Improvement Plan (Attachment 5), is hereby approved and adopted as the capital budget of the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley for the FY 2013-2014.

2. The projects are hereby appropriated as the capital budget for said fiscal year.

3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2013, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.

4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 11th day of June, 2013.

_____
Mayor of the City of Moreno Valley
acting in the capacity of Chairperson
of the Successor Agency to the
Community Redevelopment
Agency of the City of Moreno Valley

ATTEST:

_____
City Clerk, acting in the capacity
of Secretary of the Successor Agency to
the Community Redevelopment Agency
of the City of Moreno Valley

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Successor
Agency to the Community Redevelopment
Agency of the City of Moreno Valley

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, California, do hereby certify that SA Resolution No. 2013-04 was duly and regularly adopted by the City Council serving as the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley at a meeting thereof held on the 11th day of June, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Agency Members, Vice Chairperson, and Chairperson)

_____

SECRETARY

(SEAL)

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MV00207065

CITY OF MORENO VALLEY
REVISIONS TO THE PROPOSED CAPITAL IMPROVEMENT PLAN
FY 2013-2014 CIP BUDGET
(Revisions Impacting Project Funding in FY 2013-2014 Only)

Funded Projects

Reference Page No.	Project Name	Submitted Amount ($)	Revised Amount ($)	Reason/Justification
S-11	Auto Mall Street Upgrades	10,000	16,978	Updated Carryover to FY 2013-2014
S-16	Day Street Improvements / Alessandro Boulevard to Cottonwood Avenue	112,000	111,594	Updated Carryover to FY 2013-2014
S-17	Day Street Improvements / SR-60 to Ironwood Avenue (formerly Ironwood Avenue Improvements / Day Street to Barclay Drive)	1,023,963	1,105,963	Updated Carryover to FY 2013-2014
S-24	Indian Street / Manzanita Street Intersection Improvements	123,552	102,552	Updated Carryover to FY 2013-2014
S-34	SR-60 / Moreno Beach Drive South Side of Interchange (Phase 1)	2,000,000	4,958,583	[1] Updated New Request and Carryover to FY 2013-2014
S-53	SR-60 / Moreno Beach Drive Interchange (Phase 2)	1,008,509	108,509	[2] Updated New Request and Carryover to FY 2013-2014
S-54	SR-60 / Theodore Street Interchange	124,538	127,538	Updated Carryover to FY 2013-2014
BR-4	SR-60 / Nason Street Overcrossing Bridge	7,074,480	8,074,480	Updated Carryover to FY 2013-2014
B-5	City Council Chamber Renovation and Television Broadcasting Equipment Upgrade	No Change	No Change	[3] Project Revised to Commence in FY 2012-2013
B-13	Morrison Park Fire Station	10,000	110,000	Updated Carryover to FY 2013-2014
D-6	Indian Basin, Appurtenant Storm Drain and Miscellaneous Street Improvements	0	0	Updated CY Projected Expenditure FY 2012-2013
-	MVU-0021 MoVal 115kV Substation WDAT Increase	0	100,000	Project Added to Proposed CIP (Now Page E-5)
O-3	Citywide Camera Surveillance System	0	540,000	Updated Carryover to FY 2013-2014

[1] New Request of $1,800,000 eliminated.
[2] New Request of $900,000 eliminated.
[3] New Request of $500,000 eliminated.

MV00207066

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MV00207067

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: John C. Terell, Interim Community & Economic Development Director

AGENDA DATE: June 11, 2013

TITLE: MEMORANDUM OF UNDERSTANDING REGARDING NEW TENANT FOR WESTRIDGE BUSINESS PARK

RECOMMENDED ACTION

Recommendation:

1. Approve the Memorandum of Understanding with AI California LLC regarding the development and occupancy of the Westridge Business Park.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

The Westridge Business Park is an approved 935,000 square foot warehouse industrial building on property on the south side of the Moreno Valley Freeway west of Redlands Boulevard. AI California LLC, a subsidiary of Aldi, is an international grocery retailer with over 1,200 stores in the United States. The warehouse industrial building will serve as Aldi's regional headquarters for their expansion into California and the southwest, with employment on-site of 200. Construction and fixtures for the building are estimated at $55 million. The proposed facility will also result in several hundred additional jobs related to delivery and other contract services. In advance of embarking on this major investment, AI has requested that the City enter into a Memorandum of Understanding (MOU) for the project.

DISCUSSION

The specific points of the MOU are as follows:

1. Expedited review of revisions to the approved Westridge Business Park plans. Preliminary review of the proposed revisions, which are identified generally in the MOU, indicates that they are relatively minor and consistent with the approved plans. Based on similar changes to other industrial warehouse projects in the City, staff is confident that they can meet the proposed expedited review schedule. Staff also believes that the scale and quality of the project justifies expedited processing.

2. Cap on review fees for the proposed revisions. Due to the minor nature of the changes and similar changes to other projects in the City, staff finds the cap to be a reasonable figure which can cover all required reviews.

3. Development impact fees and allocations. The proposed credits will be in compliance with existing City procedures relative to the collection and allocation of development impact fees. The final allocation of such fees will require the amendment of existing agreements with the original developer of Westridge. The developer is in agreement with the amendment, which will be processed in accordance with existing City policy. Therefore, staff is supportive of this commitment.

4. Expedited plan check review and phased approvals and occupancy. The proposed timeframes and phasing processes proposed are consistent with existing City policy for expedited review and phased approvals and occupancy on projects City-wide.

5. Time and Materials program eligibility. The scale of the project qualifies it for time and materials program billing consistent with existing City policy. Use of this program should result in significant savings to the company when compared with fixed review and inspection fees. The City will also be fully compensated for all services provided on the project.

6. Economic Development Utility Rate. The project proposes to use a new tier in the City's economic development utility rate schedule. The project will comply with the new tier by providing a regional headquarters facility with at least 200 employees and at least 200,000 square feet of refrigerated storage. The creation of the new tier will require separate action by the City Council.

7. Workforce Development. The City will work closely with the company and the Riverside County Workforce Development center to assist in recruitment efforts. This is a standard service offered by the City's economic development program to all new and expanding companies.

8. Economic Development Ombudsperson. An economic development staff member will be assigned to coordinate with the company and City staff on the

processing of the project. This service is provided routinely by the City for priority projects City wide.

The quality of Aldi as a company would make it a great addition to Moreno Valley. They are known for providing quality products at an affordable price and for providing employment with good pay and benefits relative to their peers, resulting in a high level of employee retention and loyalty. In addition, the company is anticipated to provide substantial economic benefits to the City and community through tax revenues and local expenditures by employees and corporate contracts. As a regional headquarters, the company would also provide the City greater exposure far beyond the City limits.

ALTERNATIVES

1. Approve the MOU as proposed. This will facilitate the timely development of the proposed project and the creation of resulting benefits to the community. **Staff recommends this alternative.**

2. Not approve the MOU. This will result in no project development, precluding the creation of financial and employment benefits to the community. **Staff does not recommend this alternative.**

FISCAL IMPACT

The MOU is not anticipated to result in any additional costs to the City's General Fund. The development of the project will create substantial additional revenues to the City's General Fund in the form of property and utility taxes. General Fund service costs for the facility (mostly Police and Fire) are anticipated to be relatively low.

NOTIFICATION

Notification has been provided by posting on the City Council agenda.

ATTACHMENTS

1. Proposed Memorandum of Understanding.

Prepared By:
John C. Terell, AICP
Interim Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

ATTACHMENT 1

To be submitted under separate cover.

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MV00207073

ORDINANCE NO. 868

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING P12-117 (SPECIFIC PLAN AMENDMENT) AMENDING CHAPTER III OF THE MORENO VALLEY INDUSTRIAL AREA PLAN (SP 208) TO INCLUDE EMERGENCY SHELTERS AS A PERMITTED USE IN THE INDUSTRIAL SUPPORT AREAS

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1.

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3. The project is exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15061 as defined by Section 15378 of the CEQA Guidelines.

SECTION 2: FINDINGS

2.1 With respect to the proposed change to Chapter III of the Moreno Valley Industrial Area Plan (SP 208), and based upon substantial evidence presented to the City Council during the public hearing on May 28, 2013, including written and oral staff reports, and the record from the public hearing, the City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.

FACT: The proposed Specific Plan Amendment is consistent with, and does not conflict with the goals, objectives, policies, and programs established within the General Plan or any specific plan. Prior to enactment California State Senate Bill 2 (SB 2), housing element law required local governments to identify zoning to encourage and facilitate the development of emergency shelters. SB 2 strengthened these requirements. Most prominently, housing element law now requires the identification of a zone(s) where emergency shelters are permitted without a conditional use permit or other discretionary action. To address this requirement, a local government may amend an existing zoning district, establish a new zoning district or establish an overlay zone for existing

zoning districts. For example, some communities may amend one or more existing commercial zoning districts to allow emergency shelters without discretionary approval. The zone(s) must provide sufficient opportunities for new emergency shelters in the planning period to meet the need identified in the analysis and must in any case accommodate at least one year-round emergency shelter.

The 2008-2014 Housing Element Update included the need to amend Specific Plan 208 (the Moreno Valley Industrial Area Specific Plan at the southern end of the City) to add emergency shelters as a permitted use in compliance with SB 2 and adopt development standards for the use. The Moreno Valley Industrial Area Specific Plan (SP 208) was identified for this use due to the fact while homeless shelters are a permitted use in the public zone; there are no longer publicly zoned sites in the city that are available and/or appropriate for housing and shelter uses.

The amendment to SP 208 to add emergency shelters as a permitted use and adopt development standards for that use will bring the City into conformance with its certified housing element, which is part of the General Plan.

2. Conformance with Specific Plan Policies – The proposed use is consistent with any applicable Specific Plan.

FACT: The proposed Specific Plan Amendment is consistent with, and does not conflict with the goals, objectives, policies, and programs established within the Moreno Valley Industrial Area Plan (SP 208). Prior to enactment California State Senate Bill 2 (SB 2), housing element law required local governments to identify zoning to encourage and facilitate the development of emergency shelters. SB 2 strengthened these requirements. Most prominently, housing element law now requires the identification of a zone(s) where emergency shelters are permitted without a conditional use permit or other discretionary action. To address this requirement, a local government may amend an existing zoning district, establish a new zoning district or establish an overlay zone for existing zoning districts. For example, some communities may amend one or more existing commercial zoning districts to allow emergency shelters without discretionary approval. Emergency shelters are proposed in the "Industrial Support Areas" of the SP 208, which is similar to the Community Commercial (CC) Zoning District found outside of the specific plan area.

3. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

FACT: The proposed Specific Plan Amendment will not adversely affect the public health, safety or general welfare. This item would be exempt from the requirements of the California Environmental Quality Act (CEQA) Guidelines as provided for in Section 15061 as defined by Section 15378 of the CEQA Guidelines.

There is no project/development associated with the proposed Specific Plan Amendment. It is administrative in nature with no negative impacts on the environment.

SECTION 3: SPECIFIC PLAN AMENDMENT

3.1 Based on the findings contained in Section 2 of this Ordinance, the City Council hereby adopts the Specific Plan Amendment to amend Chapter III of the Moreno Valley Industrial Area Plan (SP 208) by adding the following under the Development Standards and Guidelines:

Section D of the Development Standards and Guidelines includes the Industrial Land Use Table, which will be revised to include "Emergency Shelters" as a permitted use under "COMMERCIAL/SERVICE" as shown below:

INDUSTRIAL AREA USES	***Industrial***	***Ind. Support Areas***	***300' From Residential***
COMMERCIAL/SERVICE			
Emergency Shelters		*P*	

(Emergency Shelters will be added alphabetically between "Eating & Drinking Establishments and Rentals" and "Food & Beverage Sales" on Page III-4).

Section F - Land Use Definitions (begins on Page III-5) will be revised to include the following definition of "Emergency Shelters":

Emergency Shelters (California Health and Safety Code Section 50801(e)) *means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.*

(Emergency Shelters will be added alphabetically between "Eating & Drinking Establishments and Rentals" and "Food & Beverage Sales" on Page III-10).

SECTION 4: EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5: NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6: EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 11th day of June, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 868 had its first reading on May 28, 2013, and had its second reading on June 11, 2013, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00207079

ORDINANCE NO. 869

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A MUNICIPAL CODE AMENDMENT (PA12-0028) AMENDING TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY ADDING THE FOLLOWING REGULATIONS: EMERGENCY SHELTERS, FARM WORKER HOUSING, SINGLE ROOM OCCUPANCY UNITS (SRO), REASONABLE ACCOMMODATION PROCEDURES AND AMENDING THE MUNICIPAL CODE TO INCLUDE MINOR TECHNICAL CLEAN UPS

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1:

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3. The project is exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15061 as defined by Section 15378 of the CEQA Guidelines.

SECTION 2: FINDINGS:

Based on substantial evidence presented to this City Council during its public hearing on May 28, 2013, including written and oral staff reports and the record from the public hearing, this City Council hereby finds as follows:

1. Conformance with General Plan Policies – The amendment is consistent with the General Plan, and its goals, objectives, policies and programs, and with any applicable specific plan.

   FACT: All of the proposed changes are consistent with, and do not conflict with the goals, objectives, policies, and programs established within the General Plan or any specific plan. Approval of the 2008-2014 Housing Element included the need to amend the municipal code in regards to Emergency Shelters, Farm Worker Housing, Single Room Occupancy Units (SRO) and adoption of Reasonable Accommodation Procedures. The approval of the code amendment is necessary for the City to meet its Housing Element requirements.

2. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or general welfare.

FACT: The proposed changes do not have the potential of adversely affecting the public health, safety or welfare of the residents of City of Moreno Valley or surrounding jurisdictions. The amendment deals with administrative matters that would not cause a physical effect on the environment.

3. Conformance with Zoning Regulations – The proposed amendment is consistent with the purposed and intent of Title 9.

FACT: The amendments to the Municipal Code provides for an internally consistent set of regulations that are compatible with the purpose and intent of Title 9. As such, it furthers the specific purpose and intent of Title 9 to "implement the goals, objectives, policies and programs of the Moreno Valley General Plan and manage future growth and change in accordance with that plan.

SECTION 3: MUNICIPAL CODE AMENDED:

3.1 Chapter 9.15.030 will be revised as shown below with the definition of "Homeless shelter" deleted and the new definition of "emergency shelter" added into the section in alphabetical order:

Emergency Shelters (California Health and Safety Code Section 50801(e)) means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.

3.2 Chapter 9.09 Specific Use Development Standards will be revised to include "emergency shelter development standards as followed:

9.09.170 Emergency homeless shelters

A. Purpose and Intent. The purpose of this section is to permit emergency shelters and to ensure that they do not adversely impact adjacent properties and surrounding neighborhoods consistent with the goals, objectives and policies of the general plan.

B. Applicability. Emergency shelters shall be permitted in the Community Commercial (CC), Office Commercial (OC), Office (O), Public (P), Industrial (I), and Business Park-Mixed Use (BPX) zoning districts subject to a conditional use permit, the property development standards of the underlying district, and all applicable local, state and federal laws, including the standards in subsection D of this section.

Emergency shelters shall be permitted without a conditional use permit or other discretionary action within the Moreno Valley Industrial Area Specific Plan (SP 208).

C. Any additional requirements imposed by the State Department of Housing and Community Development through its oversight; and

D. Additional development standards, which shall take precedence should they be in conflict with those found in Sections 9.04.040 and 9.05.040:

1. The maximum number of clients permitted to be served (eating, showering, and/or sleeping) nightly shall not exceed one per one hundred twenty-five square feet of floor area,

2. Off-street parking shall be provided based on one space for every six clients and one space for every employee, manager, and/or supporting staff member on site at the same time. Off-street parking shall be developed per Chapter 9.11.040 of the Moreno Valley Municipal Code.

3. The interior intake waiting area for a facility shall include a minimum of ten square feet per bed,

4. The exterior intake waiting area shall be screened from public and/or private view by a six-foot block wall and landscaping,

5. A storage area shall be provided at a rate of five square feet for each bed. Such storage area need not be provided adjacent to client sleeping area,

6. At least one toilet and one shower shall be provided for each fifteen beds,

7. No portion of any emergency homeless shelter shall be located within three hundred feet of another emergency homeless shelter that is currently built, or that is approved to be built,

8. No portion of an emergency homeless shelter shall be located within five hundred feet of property zoned for residential use,

9. No portion of an emergency homeless shelter shall be located within one-quarter mile of a "soup kitchen" or other similar congregate meal facility, measured property line-to-property line, and

10. Lighting shall be provided in all parking, exterior (outside) intake and/or waiting areas, outside common areas and along the periphery of the building and facility. Such lighting shall be in conformance with Chapter 9.08.100 of the Moreno Valley Municipal Code.

3.3 The Permitted Uses Table (Table 9.02.020-1) of Section 9.02.020 will be amended by replacing the term "Homeless Shelter" with "Emergency Shelter" in the permitted use table as follows:

	CC	OC	O	P	I	BPX
Emergency Shelter [14]	C	C	C	X	C	C

With the above change to the Permitted Uses Table, the following will be added to the "Notes" section at the end of Table 9.02.020-1:

(14) Use is also permitted in the Moreno Valley Industrial Area Plan (SP 208)

3.4 Chapter 9.15.030 will be revised as shown below to include the new definition of "farmworker housing" into the section in alphabetical order:

"Farmworker housing" means housing that is occupied by farmworkers or farmworkers and their households. Farm worker housing is allowed in all multiple-family zones (R-10, R-15, R-20, and R-30).

3.5 Chapter 9.09 Specific Use Development Standards will be revised to include "Farm worker housing as followed:

9.09.180 Farm worker housing

A. Purpose and Intent. The purpose of this section is to permit farm worker housing and to ensure that it does not adversely impact adjacent properties and surrounding neighborhoods consistent with the goals, objectives and policies of the general plan.

B. Applicability. Nothing in this code shall prohibit the use of a Multiple Family unit from housing farm workers in the same manner as a family defined within Chapter 9.15.030 of this code.

3.6 The Permitted Uses Table (Table 9.02.020-1) of Section 9.02.020 will be amended to add "Farm worker housing" to the permitted use table as follows:

	R10	R15	R20	R30
Farm worker housing	X	X	X	X

3.7 Chapter 9.15.030 will be revised as shown below to include the new definition of "Single room occupancy (SRO) facility" into the section in alphabetical order:

"Single room occupancy (SRO) facility" means a structure consisting of six or more units, each of which is designed for occupancy by no more than two persons, which also has bathing facilities, that may or may not have partial kitchen facilities, and which is occupied as a primary residence by its occupants. The definition of SRO does not include residential care homes, senior housing projects, rooming and boarding houses, hotels and motels, bed and breakfast lodging, extended care facilities or hospitals.

3.8 Chapter 9.09 Specific Use Development Standards will be revised to include "Single room occupancy (SRO) facility as followed:

9.09.190 Single room occupancy (SRO) facility

A. Purpose and Intent. The purpose of this section is to permit Single room occupancy (SRO) facilities and to ensure that they do not adversely impact adjacent properties and surrounding neighborhoods consistent with the goals, objectives and policies of the general plan.

B. Applicability. Single room occupancy (SRO) facilities shall be permitted in the Community Commercial (CC) zoning district and are subject to the property development standards of the underlying district, and all applicable local, state and federal laws, including the standards in subsection D of this section.

Single room occupancy (SRO) facilities shall be permitted in the Mixed Use Districts Overlay and Residential 30 (R30), subject to a conditional use permit, the property development standards of the underlying district, and all applicable local, state and federal laws, including the standards in subsection D of this section.

C. Tenant occupancy and income restrictions.

1. Length of tenancy. Rental units shall be established for weekly and monthly tenancies only. Deposit requirements shall be specified for each type of tenancy.

2. Tenant income restrictions. SRO developments shall be restricted to low and very low-income individuals as defined by the general plan housing element. This restriction shall not apply to an SRO project's twenty-four-hour resident manager.

D. Property Development Standards. The following standards shall apply to Single room occupancy (SRO) facilities:

1. A single room occupancy facility shall have only one ingress/egress for residents, except for required emergency exit(s).

2. Each single room occupancy unit shall contain a minimum of two hundred twenty square feet, including a minimum ten square feet of storage space.

3. Each single room occupancy unit shall contain a bathroom consisting of, at a minimum, one commode, one lavatory and one shower.

4. Each single room occupancy unit shall contain kitchen facilities consisting of, at a minimum, a microwave oven, a sink and a refrigerator. If stoves are not provided in each unit, then stoves shall be provided in a common kitchen area accessible to the entire SRO project.

5. Off-street parking must be provided at a rate of one space per three rooming units plus one space per two employees on the largest shift, but not less than two spaces plus one space per vehicle used in the operation of the SRO.

6. Each single room occupancy facility shall provide one-half secure bicycle parking facilities for each unit. Any partial spaces in this calculation shall be rounded up to the next whole facility.

7. SRO projects shall have at least 10 square feet of common usable open space per unit; however, no SRO project shall provide less than 200 square feet of common outdoor open space and 200 square feet of common indoor open space. Maintenance areas, laundry facilities, storage (including bicycle storage), and common hallways shall not be included as usable indoor common space. Landscape areas that are less than eight feet wide shall not be included as outdoor common space.

8. Laundry facilities that have a minimum of two washers and two dryers must be provided in a separate room. Additional washers and dryers must be provided for any development that has more than 20 units at the ratio of one washer and one dryer for every additional 20 units.

9. Twenty-four-hour on-site management must be provided at an SRO with seven or more units and shall include a dwelling unit designated for the manager.

10. All SRO projects must have a management plan approved by the City of Moreno Valley Planning Director. The management plan shall contain management policies, maintenance plans, rental procedures, tenant rules, and security procedures.

11. A mailbox shall be provided for each SRO unit.

12. Each SRO project shall provide a centralized trash area.

3.9 The Permitted Uses Table (Table 9.02.020-1) of Section 9.02.020 by adding "Single room occupancy (SRO) facilities" to the permitted use table as follows:

	R30	MUI	MUC	MUN	CC

Single Room Occupancy (SRO) Facility	*C*	*C*	*C*	*C*	*X*

3.10 Chapter 9.09 – Specific Use Development Standards will be renumbered as follows:

Chapter 9.09 SPECIFIC USE DEVELOPMENT STANDARDS

9.09.010 Purpose and intent.
9.09.020 Applicability.
9.09.030 Adult businesses.
9.09.040 Communication facilities, antennas and satellite dishes.
9.09.050 Arcades and video machines.
9.09.060 Automobile dealerships, automobile rental and the display of vehicles, vessels and other personal property.
9.09.070 Vehicle repair facilities.
9.09.080 Drive-in, drive-through, fast food and take-out restaurants.
9.09.090 Agricultural and animal uses.
9.09.100 Outdoor recreational facilities.
9.09.110 Recycling facilities.
9.09.120 (Space Reserved)
9.09.130 Second dwelling units.
9.09.140 Self-storage warehouses.
9.09.150 Senior and handicapped housing.
9.09.160 Residential care facilities.
9.09.170 Emergency shelters
9.09.180 Farm worker housing
9.09.190 Single room occupancy (SRO) facilities
9.09.200 Service stations.
9.09.201 Sidewalk cafés.
9.09.202 Swimming pools, spas and recreational courts.
9.09.203 Mobile home parks.
9.09.204 Wind energy systems.
9.09.205 Model homes.
9.09.206 Monument signage.
9.09.207 Indoor malls.

3.11 Chapter 9.02 will be revised to include reasonable accommodation procedures as follows:

9.02.320 Reasonable accommodation procedures

A. Purpose and Intent. It is the purpose of this section to provide reasonable accommodations in the city's zoning and land use regulations, policies, and practices when needed to provide an individual with a disability an equal opportunity to use and enjoy a dwelling.

B. Definitions. The following terms as used in this section shall, unless the context clearly indicates otherwise, have the following meanings:

"Applicant" means a person, business, or organization making a written request to the city for reasonable accommodation in the strict application of the city's zoning and land use laws, rules, policies, practices and/or procedures.

"Disabled person" or "person with a disability" means an individual who has a physical or mental impairment that limits one or more of that person's major life activities; anyone who is regarded as having such impairment; or anyone who has a record of having such an impairment. Such an impairment shall not include an individual's current, illegal use of a controlled substance.

"Fair Housing Laws" means the "Federal Fair Housing Act" (42 U.S.C. Section 3601, et seq.), the Americans with Disabilities Act, and the "California Fair Employment and Housing Act" (California Government Code Section 12900, et seq.), as these statutes now exist or may be amended from time to time, and each Act's implementing regulations.

"Reasonable accommodation" means any deviation requested and/or granted from the strict application of the city's zoning and land use laws, rules, policies, practices and/or procedures.

C. Authority of the Planning Official. The planning official is hereby designated to approve, conditionally approve, or deny, without public hearing, all applications for a reasonable accommodation.

D. Procedure for Application Review.

1. Applicant. A request for a reasonable accommodation may be made by any person with a disability, his or her representative, or a developer or provider of housing for individuals with a disability.

2. Application. An application for a reasonable accommodation shall be made on a form provided by the planning department. No fee shall be required for a request for reasonable accommodation, but if the project requires another discretionary permit, then the prescribed fee shall be paid for all other discretionary permits. If an individual needs assistance in making the request for reasonable accommodation, the city will provide assistance to ensure that the process is accessible.

3. Other Discretionary Permits. If the project for which the request for reasonable accommodation is made requires another discretionary permit or approval, the applicant may file the request for reasonable accommodation together with the application for the other discretionary permit or approval. The processing procedures of the discretionary permit shall govern the joint processing of both the reasonable accommodation and the discretionary permit.

4. Required Submittals. An application for a reasonable accommodation shall include the following:

a. Documentation that the applicant is: (i) a person with a disability, (ii) applying on behalf of one or more persons with a disability, or (iii) a developer or provider of housing for one or more persons with a disability;

b. The name and address of the individual(s) requesting the reasonable accommodation;

c. The name and address of the property owner(s);

d. The address of the property for which accommodation is requested;

e. A description of the reasonable accommodation requested by the applicant;

f. An explanation of how the specific reasonable accommodation requested by the applicant is necessary to provide one or more persons with a disability an equal opportunity to use and enjoy the residence;

g. Where applicable, documentation that the requested accommodation is designed and constructed pursuant to Title 24 of the California Code of Regulations to allow access, circulation and full use of the building and facilities by persons with disabilities.

5. The planning director may request additional information from the applicant if the application does not provide sufficient information for the city to make the findings required in subsection E.

E. Basis for Approval or Denial of a Reasonable Accommodation.

1. Findings. The written decision shall be based on the following findings, all of which are required for approval:

a. The requested accommodation is requested by or on behalf of one or more persons with a disability protected under the Fair Housing Laws;

b. The requested accommodation is necessary to provide one or more individuals with a disability an equal opportunity to use and enjoy a dwelling;

c. The requested accommodation will not impose an undue financial or administrative burden on the city;

d. The requested accommodation will not result in a fundamental alteration in the nature of the city's zoning program;

e. The requested accommodation will not, under the specific facts of the case, result in a direct threat to the health or safety of other individuals or substantial physical damage to the property of others.

2. In determining whether the requested reasonable accommodation is necessary to provide one or more disabled persons an equal opportunity to use

and enjoy a dwelling, the city may consider, but is not limited to, the following factors:

a. Whether the requested accommodation will affirmatively enhance the quality of life of one or more individuals with a disability;

b. Whether the individual or individuals with a disability will be denied an equal opportunity to enjoy the housing type of their choice absent the accommodation;

c. In the case of a residential care facility, whether the requested accommodation is necessary to make facilities of a similar nature or operation economically viable in light of the particularities of the relevant market and market participants;

d. In the case of a residential care facility, whether the existing supply of facilities of a similar nature and operation in the community is sufficient to provide individuals with a disability an equal opportunity to live in a residential setting.

3. In determining whether the requested reasonable accommodation would require a fundamental alteration in the nature of the city's municipal code, the city may consider, but is not limited to, the following factors:

a. Whether the requested accommodation would fundamentally alter the character of the neighborhood;

b. Whether the accommodation would result in a substantial increase in traffic or insufficient parking;

c. Whether granting the requested accommodation would substantially undermine any express purpose of either the city's general plan or an applicable specific plan;

d. In the case of a residential care facility, whether the requested accommodation would create an institutionalized environment due to the number of and distance between facilities that are similar in nature or operation.

4. Rules While Decision is Pending. While a request for reasonable accommodation is pending, all laws and regulations otherwise applicable to the property that is the subject of the request shall remain in full force and effect.

F. Notice of Decision.

1. The planning director shall issue a written determination to approve, conditionally approve, or deny a request for a reasonable accommodation. The planning director may elect to forward the matter to the planning commission for consideration of the application.

2. Appeals of the director's action shall be made in accordance with Section 9.02.240.

G. Expiration, Time Extension, Violation, Discontinuance, and Revocation.

1. Expiration. Any reasonable accommodation approved in accordance with the terms of this Section shall expire within twenty-four months from the effective date of the approval, or at an alternative time specified as a condition of the approval, unless:

a. A building permit has been issued and construction has commenced;

b. A certificate of occupancy has been issued;

c. The use is established; or

d. A time extension has been granted.

2. Time Extension.

a. The planning director may, upon an application being filed prior to expiration and for good cause, grant a time extension of up to three one-year extensions of time. Each extension of time shall be granted in one-year increments only. Upon granting of an extension, the planning director shall ensure that conditions of the administrative approval comply with all current development code provisions.

b. Notice. Notice of the planning director's decision on a time extension shall be provided in writing. All written decisions shall give notice of the right to appeal and to request reasonable accommodation in the appeals process.

c. Appeal of Determination. A time extension for a reasonable accommodation shall be final unless appealed to the city council within fourteen calendar days of the date of mailing of the determination. An appeal shall be made in writing and shall be noticed and heard pursuant to the procedures established in Section 9.02.240 of this code.

3. Discontinuance. If the disabled persons for whom the reasonable accommodation was originally granted vacate the residence to which the reasonable accommodation applies, the reasonable accommodation shall remain in effect only if the planning director determines that: (a) the modification is physically integrated into the residential structure and cannot easily be removed or altered to comply with the Municipal Code; or (b) the accommodation is necessary to give another disabled individual an equal opportunity to enjoy the dwelling. The planning director may request that the applicant, or his or her successor-in-interest, provide documentation that subsequent occupants are persons with disabilities. Failure to provide such documentation within thirty days of the date of a request by the city shall

constitute grounds for discontinuance by the city of a previously approved reasonable accommodation.

4. Revocation. Procedures for revocation shall be as prescribed by Section 9.02.260. Any reasonable accommodation approved in accordance with the terms of this code may be revoked if any of the conditions or terms of such reasonable accommodation are violated, or if any law or ordinance is violated in connection therewith.

H. Amendments. A request for changes in conditions of approval of a reasonable accommodation, or a change to plans that would affect a condition of approval shall be treated as a new application. The planning director may waive the requirement for a new application if the changes are minor, do not involve substantial alterations or addition to the plan or the conditions of approval, and are consistent with the intent of the original approval.

3.12 Table 9.03.040-6 (Residential Site Development Standards, Single-Family Standards) will be revised as shown below:

Table 9.03.040-6

Residential Site Development Standards

Single-Family Standards

Requirement	**R1**	**R2**	**RA2**	**R3**	**R5**	**RS10**
1. Maximum density (DUs* per net acre)	1	2	2	3	5	10
2. Minimum lot size (sq. ft. net area)	40K**	20K	20K	10K	7,200	4,500
3. Minimum lot width, in feet	150	100	100	90	70	45
Cul-de-sac/knuckle lot frontage	50	50	50	50	50	45
4. Minimum lot depth, in feet	170	120	120	100	100	85
5. Minimum front yard setback	25	25	25	25	20	20
Front-facing garages	Not applicable					10
Buildings other than front-facing garages						10
6. Minimum side yard setback, in feet***						
a. Interior side yard	See Note 1	See Note 1	See Note 1	See Note 1	See Note 2	See Note 3
b. Street side yard	20	20	20	15	15	10
7. Minimum rear yard setback, in feet***	40	35	35	30	15	15
8. Maximum lot coverage	25%	30%	30%	40%	40%	50%
9. Maximum building and structure height, in feet	Two stories not to exceed 35 feet.					
10. Minimum dwelling size (sq. ft.)	1500	1500	1500	1250	1250	1000

Requirement	R1	R2	RA2	R3	R5	RS10
11. Minimum distance between buildings, in feet (including main DUs and accessory structures)	20	15	15	10	10	10
12. Floor area ratio						
a. One-story home	.25	.30	.30	.40	.40	.50
b. Multi-story home	.50	.60	.60	.70	.70	.75

* The term "DUs" means dwelling units.

** The term "K" means thousands.

*** See Section 9.08.030 regarding accessory structures and room additions.

3.13 Notes to Residential Site Development Standards Table 9.03.040-6 [under Table 9.03.040-6 (Residential Site Development Standards, Single-Family Standards)] will be revised to include Note #4 as shown below:

4. The minimum front yard setback from private streets within the R1, R2 and R3 districts shall be fifty-five (55) feet measured from the center line of the street. The minimum front yard setback from private streets within the R5 district shall be fifty (50) feet measured from the center line of said street.

SECTION 4: EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5: NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6: EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 11th day of June, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 869 had its first reading on May 28, 2013 and had its second reading on June 11, 2013, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00207095

AGENDA

CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

June 25, 2013

SPECIAL PRESENTATIONS – 5:30 P.M.
REGULAR MEETING – 6:00 P.M.

City Council Study Sessions
First & Third Tuesdays of each month – 6:00 p.m.
City Council Meetings
Second & Fourth Tuesdays of each month – 6:00 p.m.
City Council Closed Sessions
Immediately following Regular City Council Meetings and Study Sessions, unless no Closed Session Items are Scheduled

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3705 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Tom Owings, Mayor

Marcelo Co, Mayor Pro Tem
Jesse L. Molina, Council Member
Richard A. Stewart, Council Member
Victoria Baca, Council Member

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
June 25, 2013

CALL TO ORDER – 5:30 PM

SPECIAL PRESENTATIONS

1. Shor Denny - Safe Routes to School Award Presentation

MV00207097

AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
AND THE BOARD OF LIBRARY TRUSTEES

THE CITY COUNCIL RECEIVES A SEPARATE STIPEND FOR CSD MEETINGS

REGULAR MEETING - 6:00 PM
JUNE 25, 2013

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION - Pastor Mark Orellana - Victory Outreach

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

MV00207098

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority or the Board of Library Trustees requests that an item be removed for separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF JUNE 11, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

A.4 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY
(Report of: Public Works Department)

Recommendation:
1. Approve Resolution No. 2013-48 amending the Electric Rates for Moreno Valley Utility. A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates, and Electric Service Rules, Fees, and Charges for Moreno Valley Utility.

A.5 AUTHORIZE PLACEMENT OF AN OFFICER ON THE "WESTERN RIVERSIDE COUNTY POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM"
(Report of: Police Department)

Recommendation:
1. Approve the placement of an officer on the "Western Riverside

MV00207099

County Post-Release Accountability and Compliance Team" (WEST-PACT).

A.6 APPROVE EQUIPMENT LEASE AND PURCHASE OPTION AGREEMENT BETWEEN MUNI-FED ENERGY, INC. AND THE CITY OF MORENO VALLEY
(Report of: Public Works Department)

Recommendations

1. Approve Equipment Lease and Purchase Option Agreement between Muni-Fed Energy, Inc. and the City of Moreno Valley.

2. Authorize the City Manager to execute the Agreement on behalf of the City.

A.7 APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 4-MAINTENANCE MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14
(Report of: Financial & Management Services Department)

Recommendation:

1. Acting in its capacity as the legislative body of Moreno Valley Community Facilities District No. 4-Maintenance ("CFD No. 4-M" or "District") approve and adopt Resolution No. 2013-49. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Community Facilities District No. 4-Maintenance Maximum Special Tax Rate For Fiscal Year 2013/14.

A.8 APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 3 (AUTO MALL REFINANCING) MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14
(Report of: Financial & Management Services Department)

Recommendation:

1. Acting in its capacity as the legislative body of the Moreno Valley Community Facilities District No. 3 (Auto Mall Refinancing), adopt Resolution No. 2013-50. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Maximum Special Tax Rate for Community Facilities District No. 3 (Auto Mall Refinancing) for Fiscal Year 2013/14.

A.9 APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14
(Report of: Financial & Management Services Department)

Recommendation:

1. Acting in its capacity as the legislative body of the Moreno Valley Community Facilities District No. 87-1 (Towngate) adopt Resolution No. 2013-51. A Resolution of the City Council of the City Of Moreno Valley, California, Approving the Calculation of the Maximum Special Tax Rate For Community Facilities District No. 87-1 (Towngate) for Fiscal Year 2013/14.

A.10 APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) IMPROVEMENT AREA NO. 1 MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14

(Report of: Financial & Management Services Department)

Recommendation:

1. Acting in its capacity as the legislative body of the Moreno Valley Community Facilities District (CFD) No. 87-1, Improvement Area No. 1 to adopt Resolution No. 2013-52. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Maximum Special Tax Rate for Community Facilities District No. 87-1 (Towngate) Improvement Area No. 1 for Fiscal Year 2013/14.

A.11 APPROVAL OF THE CALCULATION OF THE MAXIMUM SPECIAL TAX RATE FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 5 FOR FISCAL YEAR 2013/14

(Report of: Financial & Management Services Department)

Recommendation:

1. Acting in its capacity as the legislative body of Moreno Valley Community Facilities District No. 5 adopt Resolution No. 2013-53. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Maximum Special Tax Rate for Moreno Valley Community Facilities District No. 5 for fiscal year 2013/14.

A.12 AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROJECT NO. WQB 12/13 CITY OF MORENO VALLEY LANDSCAPING AND IRRIGATION MAINTENANCE OF THE WATER QUALITY CONTROL BASINS

(Report of: Community & Economic Development Department)

Recommendations

1. Approve the Agreement for WQB-12/13 City of Moreno Valley Landscaping and Irrigation Maintenance of the Water Quality Control Basins with Excel Landscape, Inc., 710 Rimpau Ave., Suite 108, Corona, CA 92879 for landscape maintenance services of the water

quality control basins.

2. Authorize the City Manager to execute the Agreement for WQB-12/13 with Excel Landscape, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Excel Landscape, Inc. in the not–to-exceed (NTE) amount of $80,880.00 ($74,880.00 for base and $6,000.00 for additional work).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

A.13 P10-085 – ACCEPT THE AGREEMENT AND SECURITY FOR PUBLIC IMPROVEMENTS
(Report of: Community & Economic Development Department)

Recommendations

1. Accept the Agreement and Irrevocable Letters of Credit for Public Improvements for P10-085.

2. Authorize the Mayor to execute the agreement.

3. Direct the City Clerk to forward the signed agreement to the County Recorder's office for recordation.

4. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

A.14 TRACT MAP 31319 – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTIONS OF DUNLAVY COURT, INDIAN STREET AND HUBBARD STREET ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM
(Report of: Community & Economic Development Department)

Recommendations

1. Adopt the proposed Resolution No. 2013-54. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete Within Tract Map 31319 and Accepting the Portions of Dunlavy Court, Indian

Street, and Hubbard Street Associated with the Project into the City's Maintained Street System.

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the remaining Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.15 WASTE MANAGEMENT OF THE INLAND EMPIRE FY 2013/2014 RATE ADJUSTMENT
(Report of: Public Works Department)

Recommendation:

1. Approve the Waste Management of the Inland Empire proposed FY 2013/2014 Rate Adjustment.

A.16 ADOPT RESOLUTION OF THE CITY OF MORENO VALLEY SUPPORTING THE RE-DESIGNATION OF RIVERSIDE COUNTY AS A RECYCLING MARKET DEVELOPMENT ZONE DUE TO AN INCREASE IN BOUNDARIES
(Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2013-55. A Resolution of the City of Moreno Valley Supporting the Redesignation of Riverside County as a Recycling Market Development Zone Due to an Increase in Boundaries.

A.17 PA07-0165 (PM 35859) – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTIONS OF KNOX STREET, SAN MICHELE ROAD, NANDINA AVENUE AND PERRIS BOULEVARD ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM
(Report of: Community & Economic Development Department)

Recommendations

1. Adopt the proposed Resolution No. 2013-56. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete Within PA07-0165 (Parcel Map 35859) and Accepting the Portions of Knox Street, San Michele Road, Nandina Avenue and Perris Boulevard Associated with the Project into the City's Maintained Street System.

2. Authorize the City Engineer to execute the 90% reduction to the

Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.18 AUTHORIZATION TO AWARD AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES TO KTU+A FOR THE CITY OF MORENO VALLEY BICYCLE MASTER PLAN UPDATE - PROJECT NO. 801 0045 70 76
(Report of: Public Works Department)

Recommendations

1. Approve the Agreement for Professional Consultant Services with KTU+A, for the City of Moreno Valley Bicycle Master Plan Update project.

2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with KTU+A.

3. Authorize the issuance of a Purchase Order to KTU+A in the amount of $134,381.00 when the Agreement has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with KTU+A, up to but not to exceed the Purchase Order amount, subject to the approval of the City Attorney.

A.19 FINAL APPROPRIATION FOR CAPITAL PROJECTS FUNDED BY THE 2007 TAX ALLOCATION BONDS
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the final appropriation for capital projects funded by the 2007 Tax Allocation Bonds as presented in Attachment 1.

2. Approve the creation of the Capital Project Reimbursement Fund (Fund 3008) to record the receipt of federal, state and local project reimbursements and appropriate the revenues and expenses presented in Attachment 1 in the amount of $834,525.

A.20 RESOLUTION TO RATIFY THE APPLICATION FOR THE 2013 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM (JAG) AND TO ACCEPT THE $60,317 ALLOCATION TO THE CITY
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Approve Resolution 2013-58 to ratify the application by the Code & Neighborhood Services Division for the Edward Byrne Memorial Justice Assistance Grant (JAG) and to accept the $60,317 allocated to the City. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Grant Application Submitted by the Code & Neighborhood Services Division to the Office of Justice Programs for the Edward Byrne Memorial Justice Assistance Grant and Accept the $60,317 Allocation.

2. Authorize revenue and expenditure budget appropriations of $60,317 respectively to a new JAG Grant Fund for FY 2013-14.

A.21 AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES TO BURST COMMUNICATIONS, INC. FOR THE MVTV-3 BROADCAST EQUIPMENT UPGRADE PROJECT –
PROJECT NO. 803 0021 70 77
(Report of: Public Works Department)

Recommendations

1. Approve the Agreement for Professional Consultant Services with Burst Communications, Inc., 8200 S. Akron Street, Suite 108; Centennial, CO 80112, for the MVTV-3 Broadcast Equipment Upgrade Project.

2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with Burst Communications, Inc. in the form attached hereto.

3. Authorize the issuance of a Purchase Order to Burst Communications, Inc., totaling $460,000 ($450,720 plus $9,280 contingency) when the Agreement has been signed by all parties.

4. Authorize the Public Works Director / City Engineer to execute any subsequent related minor Amendments to the Agreement for Professional Consultant Services with Burst Communications, Inc. up to, but not to exceed, the contingency amount of $9,280, subject to the approval of the City Attorney.

5. Authorize the transfer of $500,000 within the Public / Education / Government Access Program (PEG) Fund from account 2011-16-16-16150-620910 to the CIP – Buildings account 2011-70-77-80003-720199.

A.22 SECOND AMENDMENT TO AGREEMENT WITH DMC DESIGN GROUP FOR MORENO TOWNSITE AREA STORM DRAIN AND MISCELLANEOUS STREET IMPROVEMENTS BETWEEN ALESSANDRO

BOULEVARD AND DRAINAGE FACILITY LINE F - PROJECT NO. 801 0011 70 77
(Report of: Public Works Department)

Recommendations

1. Approve the Second Amendment to Agreement for Professional Consultant Services with DMC Design Group for the additional work needed to complete the design for the Moreno Townsite Area Storm Drain and Miscellaneous Street Improvements.

2. Authorize the City Manager to execute the Amendment to Agreement for Professional Consultant Services with DMC Design Group.

3. Authorize an increase to the Purchase Order to DMC Design Group not to exceed the amount of $28,000 once the Amendment to Agreement has been signed by all parties.

A.23 ADOPT RESOLUTION NO. 2013-59 APPROVING THE LOAN AGREEMENT FROM THE GENERAL FUND TO THE POLICE FACILITIES DEVELOPMENT IMPACT FEE FUND IN THE AMOUNT OF $3,000,000, THE RECREATION CENTER DEVELOPMENT IMPACT FEE FUND IN THE AMOUNT OF $145,000 AND THE ANIMAL SHELTER DEVELOPMENT IMPACT FEE FUND IN THE AMOUNT OF $175,000
(Report of: Financial & Management Services Department)

Recommendation:

1. Staff recommends that the Council adopt Resolution 2013-59 approving the Loan Agreements from the General Fund to the Police Facilities Development Impact Fee Fund in the amount of $3,000,000, the Recreation Center Development Impact Fee Fund in the amount of $145,000 and the Animal Services Development Impact Fee Fund in the amount of $175,000. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing an Loan Agreement Between the City of Moreno Valley and the Police Facility Development Impact Fee Fund in the Amount of $3,000,000, the Recreation Center Development Impact Fee Fund in the Amount of $145,000 and the Animal Shelter Development Impact Fee Fund in the Amount of $175,000.

A.24 ADOPT RESOLUTION NO. 2013-60 APPROVING THE FIRST EXTENSION TO THE LOAN AGREEMENT FROM THE LIBRARY DEVELOPMENT IMPACT FEE FUND TO THE FACILITY CONSTRUCTION FUND
(Report of: Financial & Management Services Department)

Recommendations

1. Adopt Resolution 2013-60. A Resolution of the City Council of the City of Moreno Valley, California, Approving the First Extension to the Loan Agreement Between the Library Development Impact Fee Fund and the Facility Construction Fund in the Amount of $4,000,000 Plus Interest for the FY 2012/13 Period Extending the Repayment Term to June 30, 2014.

2. Authorize the City Manager to execute the First Extension to Loan Agreement for the interfund loan from the Library Development Impact Fee Fund to the Facility Construction Fund.

A.25 ADOPT RESOLUTION NO. 2013-61 APPROVING THE FIRST EXTENSION TO THE LOAN AGREEMENT FROM THE CORPORATE YARD DEVELOPMENT IMPACT FEE FUND TO THE FACILITY CONSTRUCTION FUND
(Report of: Financial & Management Services Department)

Recommendations

1. Adopt Resolution 2013-61. A Resolution of the City Council of the City of Moreno Valley, California, Approving the First Extension to the Loan Agreement from the City of Moreno Valley Corporate Yard Development Impact Fee Fund to the City of Moreno Valley Facility Construction Fund in the amount of $2,500,000 plus interest for the FY 2012/13 period extending the repayment term to June 30, 2014.

2. Authorize the City Manager to execute the First Extension to Loan Agreement for the interfund loan from the Corporate Yard Development Impact Fee Fund to the Facility Construction Fund.

A.26 AMENDMENTS TO PERSONNEL POLICY 5.14 – MANAGEMENT CONTRACTS
(Report of: City Manager Department)

Recommendation:

1. Approve Personnel Policy 5.14 which updates terms for employment of at-will management employees.

A.27 APPROVAL OF EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND MICHELLE DAWSON FOR THE POSITION OF CITY MANAGER
(Report of: City Attorney Department)

Recommendation:

1. Approve the Employment Agreement between the City of Moreno Valley and Michelle Dawson for the position of City Manager.

A.28 REQUEST TO ESTABLISH THE BUILDING & NEIGHBORHOOD SERVICES DIVISION MANAGER POSITION
(Report of: Administrative Services Department)

Recommendation:

1. Adopt the new position, class specification and salary range of the Building & Neighborhood Services Division Manager in the Community & Economic Development Department.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OFJUNE 11, 2013 (Report of: City Clerk's Department)

Recommendation:

1. Approve as submitted.

B.3 AUTHORIZATION TO CLOSE PUBLIC STREETS FOR THE INDEPENDENCE DAY FESTIVITIES ON THURSDAY, JULY 4, 2013
(Report of: Parks & Community Services Department)

Recommendations

1. Authorize the closure of the following streets between the hours of 6:00 a.m. and 12:00 noon for the purpose of conducting the Fourth of July Parade scheduled to take place on July 4, 2013.TownGate Boulevard between Frederick Street, Eucalyptus Avenue and Memorial Way;Frederick Street between Centerpointe Drive and Cactus Avenue;Cottonwood Avenue between Pan Am Boulevard and Dunhill Drive;Eucalyptus Avenue between Pan Am Boulevard and Kochi Drive;Dracaea Avenue between Pan Am Boulevard and Kochi Drive;Atlantic Circle east of Frederick Street;Brabham Street between Frederick Street and Andretti Street;TownGate Boulevard between Frederick Street and Heritage Way;Bay Avenue between Kristina Court and Courage Street;Alessandro Boulevard between Chagall Court and Elsworth Street;Brodiaea Avenue between Joy Street, and Frederick Street;Resource Way between Frederick Street and Corporate Way;Corporate Way between Calle San Juan de Los Lagos and Resource Way;Eastridge Street between Frederick Street and Heritage Way;Calle San Juan De Los Lagos between Frederick Street and Veterans Way;Veterans Way between Business Center Drive and Alessandro Boulevard;New Hope between Veterans Way and Elsworth;Veterans Way between Cactus Avenue and Alessandro Boulevard, and Heritage Way between TownGate Boulevard and

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Town Circle.

2. Authorize the closure of Dracaea Avenue between Morrison Street and Nason Street, between the hours of 6:00 a.m. on Thursday, July 4, 2013 through 5:00 p.m. on Friday, July 5, 2013 for the purpose of conducting the Fourth of July Festival and Fireworks Program scheduled to take place on July 4, 2013.

3. For a short period of time and immediately following the fireworks display, authorize one-way traffic on various streets in the vicinity of Morrison Park as directed by the Moreno Valley Police Department.

B.4 APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 1 MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14
(Report of: Financial & Management Services Department)

Recommendation:

1. Acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board") and as the legislative body of Community Facilities District No. 1 ("CFD No. 1" or "District") approve and adopt Resolution No. CSD 2013-15 approving the calculation of the Community Facilities District No. 1 maximum special tax rate for fiscal year 2013/14. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Community Facilities District No. 1 Maximum Special Tax Rate for Fiscal Year 2013/14

B.5 AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROJECT NO. E-2 (HIDDEN SPRINGS) MAINTENANCE OF PARKWAY, MEDIAN AND OPEN SPACE LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Agreement for Project No. E-2/13-14 (Hidden Springs) Maintenance of Parkway, Median and Open Space Landscaping and Irrigation with Mariposa Landscapes, Inc., 15529 Arrow Highway, Irwindale, CA 91706 for landscape maintenance services of the parkways, medians and paseos (open spaces).

2. Authorize the City Manager to execute the Agreement for Project No. E- 2/13-14 with Mariposa Landscapes, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Mariposa Landscapes, Inc. in the not–to-exceed (NTE) amount of $104,282.00 ($85,482.00 for base and $18,800.00 for

additional work).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize associated purchase orders (P.O.s) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OFJUNE 11, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF JUNE 11, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

E. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

E.1 PUBLIC HEARING FOR DELINQUENT RESIDENTIAL SOLID WASTE ACCOUNTS
(Report of: Public Works Department)

Recommendations That the City Council:
1. Approve placing the submitted list of delinquent solid waste accounts that are attached to this report on the Fiscal Year (FY) 2013/2014 Riverside County property tax roll for collection.

2. Direct the City Clerk to file with the Riverside County Auditor a

certified copy of Resolution No. 2012-55 and the list of delinquent solid waste accounts as required by Section 5473.4 of the California Health and Safety Code and Section 6.02.030 of the City of Moreno Valley Municipal Code.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

G. REPORTS

G.1 RECOMMENDATION TO OUTSOURCE MORENO VALLEY LIBRARY SERVICES
(Report of: City Manager Department)

Recommendations That the City Council:

1. Select Library Systems and Services, LSSI to provide library services in the City of Moreno Valley, with a target implementation date prior to September 15, 2013.

2. Authorize the City Manager to sign a contract for provision of outsourced library services consistent with the terms outlined in this report, with approval by the City Attorney.

G.2 APPOINTMENTS TO THE CITY COUNCIL ADVISORY BOARDS AND COMMISSIONS
(Report of: City Clerk Department)

Recommendations That the City Council:

1. Review the ballots for appointments to various City Council Boards and Commissions (to be provided by the City Clerk) and mark your choices where appropriate.

2. Appoint those applicants who received majority vote by the City Council.

3. Confirm the appointment of Shor Denny to the Traffic Safety Commission as the Moreno Valley Parent-Teacher Council representative, with a term expiring June 30, 2016.

4. If vacancies are not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the positions as vacant and carry over the current applications for reconsideration of appointment at a future date.

G.3 APPROVAL OF SUCCESSOR MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF MORENO VALLEY AND THE MORENO VALLEY CITY EMPLOYEES ASSOCIATION AND MORENO VALLEY MANAGEMENT ASSOCIATION FOR THE PERIOD OF JULY 1, 2013 THROUGH JUNE 30, 2015
(Report of: Administrative Services Department)

Recommendations That the City Council:

1. Approve the successor Memoranda of Understanding (MOUs) between the City of Moreno Valley and the Moreno Valley City Employees Association (Attachment A), and Moreno Valley Management Association (Attachment B) for the period of July 1, 2013 through June 30, 2015.

2. Extend the economic provisions of these Agreements to employees represented by the Moreno Valley Confidential Management Employees as well as those in unrepresented classifications.

3. Approve updates to the Salary Schedule and Personnel Rules & Regulations to incorporate revisions as specified in the attached MOUs.

4. Direct the Chief Financial Officer to adjust FY 2013-14 and FY 2014-15 Budget Appropriations as outlined in this report (projected cost of $1,706,870 with General Fund impact projected at $734,527) to reflect the Council's approval of these Memoranda of Understanding.

G.4 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

G.5 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION

H.1.1 AMENDMENT TO CHAPTER 6.02 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE AND ADOPTION OF THE PROPOSED ORDINANCE RELATED TO ILLEGAL HAULING AND COMMERCIAL RECYCLING BIN SCREENING (Report of: Public Works Department)

Recommendations That the City Council:

1. Introduce the proposed Ordinance No. 866. An Ordinance of the City Council of the City of Moreno Valley, California, amending Municipal

Code Section 6.02 of Chapter 6 of the City of Moreno Valley Municipal Code Relating to Refuse Collection, Transfer and Disposal.

H.2 ORDINANCES - 2ND READING AND ADOPTION

H.2.1 ORDINANCE NO. 870 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING ZONE CHANGE APPLICATION NO. PA13-0007, CHANGING THE LAND USE DESIGNATION FROM NEIGHBORHOOD COMMERICAL AND R15 TO R30 AND OPEN SPACE FOR APPROXIMATELY 10 ACRES LOCATED AT THE SOUTHEAST CORNER OF ALESSANDRO BOULEVARD AND LASSELLE STREET (ASSESSOR'S PARCEL NUMBER 486-280-044 AND A PORTION OF -043). (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 11, 2013 BY A 5-0 VOTE) (Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Adopt Ordinance No. 870. An Ordinance of the City Council of the City of Moreno Valley, California, Approving Zone Change Application No. PA13-0007, Changing the Land Use Designation From Neighborhood Commercial and R15 to R30 and Open Space for Approximately 10 Acres Located at the Southeast Corner of Alessandro Boulevard and Lasselle Street (Assessor's Parcel Number 486-280-044 and a Portion Of -043).

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/City as Successor Agency for the Community Redevelopment Agency/Housing Authority or Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority will be held in Conference Room C, First Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

a) Case: *Rodriguez, Olga V. City of Moreno Valley*
Court: Riverside Superior Court
Case No: RIC 1302162

b) Case: *Silver Creek Industries, Inc. V. City of Moreno Valley*
Court: Riverside Superior Court
Case No: RIC 1306308

c) Case: *Verizon California Inc. V. California State Board of Equalization, et al.*
Court: Sacramento County Superior
Case No: 34-2013-00138191

2 SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF SECTION 54956.9

Number of Cases: 5

3 SECTION 54956.9(d)(4) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

ADJOURNMENT

CERTIFICATION

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, certify that the City Council Agenda was posted in the following places pursuant to City of Moreno Valley Resolution No. 2007-40:

City Hall, City of Moreno Valley
14177 Frederick Street

Moreno Valley Library
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center
25075 Fir Avenue

Jane Halstead, CMC,
City Clerk

Date Posted: 6/19/2013

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:00 PM
June 11, 2013

CALL TO ORDER

The Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority and the Board of Library Trustees was called to order at 6:06 p.m. by Mayor Tom Owings in the Council Chamber located at 14177 Frederick Street

Mayor Tom Owings announced that the City Council receives a separate stipend for CSD meetings.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Frank Wright.

INVOCATION - Pastor Eddie Ogwo - Heartbeat of God Assembly

ROLL CALL

Council:

Marcelo Co	Mayor Pro Tem
Victoria Baca	Council Member
Jesse L. Molina	Council Member
Richard A. Stewart	Council Member
Tom Owings	Mayor

Staff:

Jane Halstead	City Clerk
Kathy Gross	Executive Assistant
Richard Teichert	Chief Financial Officer/City Treasurer
Suzanne Bryant	Acting City Attorney
Michelle Dawson	City Manager
Joel Ontiveros	Police Chief

Abdul Ahmad	Fire Chief
Ahmad Ansari	Public Works Director
Tom DeSantis	Assistant City Manager
Mike McCarty	Parks & Community Services Director
John Terell	Interim Community & Economic Development Director

Motion to consider items out of order. Item E.3 will be heard prior to E.1; Items G.2 and G.3 will be heard prior to G.1, to facilitate Mayor Pro Tem Marcelo Co's teleconference participation. by m/Council Member Victoria Baca, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

PUBLIC COMMENTS **ON ANY SUBJECT NOT ON THE AGENDA** UNDER THE JURISDICTION OF THE CITY COUNCIL

Tom Jerele, Sr.

1. Chamber of Commerce Events - Rally Round the Flag Event on Friday, June 14, 2013, and Saturday, June 22, 2013 Taste of the Valley Event from 5 - 8 p.m. at the Conference & Recreation Center. For more information, please call the Chamber of Commerce at 951.697.4404.

Bob Palomarez

1. World Logistics Center
2. Iddo Benzeevi and preferential treatment
3. School District Test Scores

Louise Palomarez

1. Graduation rates and jobs in Moreno Valley
2. Football fields/stadiums
3. World Logistics Center

Pastor Steve Overton

1. Pastor of Christian Chapel Four Square Church and Vice President of Cops and Clergy announced the upcoming Prayer Walk on June 15th from 4- 6 p.m.

JoAnn Stefan

1. Served Petition for Recall papers to Richard Stewart for District 2

Susan Owings

1. Thank you to Soroptimist International of Moreno Valley
2. Attended the Prayer for our City March and thanked them for all their hard work
3. Thank you to City Staff and Rick Teichert for balancing the City's Budget

Frank Wright

1. Council and Support of

Les Johnson

1. LSSI & City Library
2. Ways to keep the City under the City's control. (Mayor Tom Owings asked for his telephone number)

Deanna Reeder

1. World Logistics Center and actual amount of space.
2. Citizens putting on a meeting July 13 at Moreno Valley High School

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, MORENO VALLEY HOUSING AUTHORITY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Tom Owings opened the agenda items for the Consent Calendars for public comments, which were received from Scott Heveran (A.4), and Marcia Amino (A.4 & A.10).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF MAY 28, 2013 (Report of: City Clerk's Department)

Recommendations
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

A.4 APPROVE RESOLUTION NO. 2013-36 ADOPTING A 10-YEAR RESOURCE PLAN FOR MORENO VALLEY UTILITY
(Report of: Public Works Department)

Recommendations

1. Approve Resolution No. 2013-36 adopting a 10-Year Resource Plan for Moreno Valley Utility.

2. Authorize the Electric Utility Division Manager to execute power purchase agreements with terms of 12 months or less with concurrence from the Public Works Director/City Engineer.

3. Authorize the City Manager to execute power purchase agreements with terms greater than 12 months and less than or equal to 5 years.

4. Power purchase agreements greater than 5 years shall require City Council approval.

5. Contracts associated with City ownership of generation assets or assumption of debt in support of generation projects or power purchase agreements shall require City Council approval.

6. Any procurement of energy products that is inconsistent with or not addressed in the adopted Resource Plan shall require City Council approval.

A.5 APPROVE RESOLUTION NO. 2013-37 ADOPTING A RENEWABLE ENERGY RESOURCES PROCUREMENT PLAN PURSUANT TO CALIFORNIA SENATE BILL 2-1X (SB2-1X).
(Report of: Public Works Department)

Recommendation:
Approve Resolution No. 2013-37 adopting a Renewable Energy Resources Procurement Plan pursuant to California Senate Bill 2-1X.

A.6 MORENO VALLEY ELECTRIC UTILITY (MVU) SOLAR INCENTIVE PROGRAM 2013/14 UPDATES
(Report of: Public Works Department)

Recommendation:
Approve Moreno Valley Electric Utility (MVU) Solar Incentive Program 2013/14 updates.

A.7 AUTHORIZE THE CITY OF MORENO VALLEY TO GRANT SOUTHERN CALIFORNIA EDISON COMPANY AN EASEMENT OVER A PORTION OF REAL PROPERTY NEAR THE SOUTHWEST CORNER OF DELCRESTA DRIVE AND HIDDEN SPRINGS DRIVE (APN: 260-384-003)
(Report of: Public Works Department)

Recommendations

1. Authorize the Mayor to execute the Grant of Easement for a permanent easement over a portion of real property located near the southwest corner of Delcresta Drive and Hidden Springs Drive (APN: 260-384-003) from the City of Moreno Valley to the Southern California Edison Company (SCE) and sign the SCE Purchase Offer.

2. Direct the City Clerk to forward the executed Grant of Easement and signed SCE Purchase Offer to Capital Projects for further processing and recordation.

A.8 AUTHORIZE EXECUTION OF QUITCLAIM DEEDS TRANSFERRING THE CITY'S TITLE INTEREST IN FOUR STORM DRAIN EASEMENTS FOR MORENO MDP LINE J AND LINE J-9 TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PER THE COOPERATIVE AGREEMENT BETWEEN CITY OF MORENO VALLEY AND RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT.
(Report of: Public Works Department)

Recommendations

1. Authorize the Mayor to execute the Quitclaim Deeds transferring all rights, title and interest in and to four storm drain easements for Moreno MDP Line J and J-9 per Easement Deeds recorded as Instrument Numbers 2011-0548110, 2011-0548111, 2012-0130583 and 2012-0130584 in the Official Records of Riverside County, California.

2. Direct the City Clerk to forward the four signed Quitclaim Deeds to the Riverside County Flood Control and Water Conservation District for further processing and recordation.

A.9 PARCEL MAP 35150 – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTIONS OF SAN MICHELE ROAD, INDIAN STREET, NANDINA AVENUE AND HEACOCK STREET ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM
(Report of: Community & Economic Development Department)

Recommendations

1. Adopt the proposed Resolution No. 2013-39 authorizing the acceptance of the public improvements within Parcel Map 35150 as complete and accepting the portions of San Michele Road, Indian Street, Nandina Avenue and Heacock Street associated with the project into the City's Maintained Street system.

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 60 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.10 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND ELECTRIC RATE SCHEDULE ED - ECONOMIC DEVELOPMENT RATE FOR MORENO VALLEY UTILITY
(Report of: Public Works Department)

Recommendations

1. Approve Resolution No. 2013-46 amending Electric Rate Schedule ED – Economic Development Rate for Moreno Valley Utility.

2. Authorize the City Manager to execute, on behalf of the City Council, the amended Economic Development Rate Agreement for New or Expanded Load Electric Service Customer pursuant to Schedule ED - Economic Development Rate.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF MAY 28, 2013 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

B.3 THIRD EXTENSION OF THE AGREEMENT - PROJECT NO. DSG-1/10 FOR ZONE D (STANDARD SERVICE LEVEL) MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Third Extension of the Amended Agreement ("Third Extension Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. DSG-1/10, with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for Zone D (Parkway Landscape Maintenance Services) for areas receiving standard level landscape maintenance services.

2. Authorize the City Manager to execute the Third Extension Agreement for DSG-1/10 with TruGreen Landcare.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013, to TruGreen Landcare in the not-to-exceed (NTE) amount of $77,895.41 ($62,695.41 for base services and $15,200.00 for additional work services).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

B.4 FIRST EXTENSION OF THE AGREEMENT - PROJECT NO. DSG-2/12-13 ZONE D (REDUCED SERVICE LEVEL) MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the First Extension of the Amended Agreement ("Second Extension Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. DSG-2/12-13, with Mariposa Landscape, Inc., 15529 Arrow Highway, Irwindale, CA 91706 for Zone D (Parkway Landscape Maintenance Services) for areas receiving reduced landscape maintenance services.

2. Authorize the City Manager to execute the First Extension Agreement for DSG-2/12-13 with Mariposa Landscape, Inc.

3. Authorize the issuance of purchase orders for services beginning

July 1, 2013 to Mariposa Landscape, Inc. in the not-to-exceed (NTE) amount of $177,263.27 ($157,263.27 for base services and $20,000.00 for additional work services).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

B.5 SECOND EXTENSION OF THE AGREEMENT – PROJECT NO. E-1/11 TOWNGATE MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Second Extension of the Agreement ("Second Extension Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-1/11, with Marina Landscape, Inc. 1900 S. Lewis Street, Anaheim, CA 92805 for E-1 (Towngate) and E-1A (Renaissance Park) areas.

2. Authorize the City Manager to execute the Second Extension Agreement for E-1/11 with Marina Landscape, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Marina Landscape, Inc. in the not-to-exceed (NTE) amount of $68,800.08 ($59,322.96 for Zone E-1 and $9,477.12 for Zone E-1A) for base services and $15,750.00 ($13,500.00 for Zone E-1 and $2,250.00 for Zone E-1A) for additional work services.

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

B.6 FIRST EXTENSION OF THE AGREEMENT – PROJECT NO. E-3/11-12 MORENO VALLEY RANCH – WEST/LASSELLE POWERLINE PARKWAY - MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the First Extension of the Agreement ("First Extension Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-3/11-12, with Merchants Landscape Services, Inc.

1510 S. Lyon Street, Santa Ana, CA 92705 for E-3 (Moreno Valley Ranch-West) and E-3A (Lasselle Powerline Parkway) areas.

2. Authorize the City Manager to execute the First Extension Agreement for E-3/11-12 with Merchants Landscape Services, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Merchants Landscape Services, Inc., in the not-to-exceed (NTE) amount of $158,306.32; including $137,206.30 ($130,047.36 for Zone E-3 and $7,158.96 for Zone E-3A) for base services and $21,100.00 ($19,100.00 for Zone E-3 and $2,000.00 for Zone E-3A) for additional work services.

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

B.7 SECOND EXTENSION OF THE AMENDED AGREEMENT – PROJECT NO. E-4/11 MORENO VALLEY RANCH–EAST / DAYBREAK – MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Second Extension of the Amended Agreement ("Second Extension Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-4/11, with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for E-4 (Moreno Valley Ranch-East) and E-4A (Daybreak) areas.

2. Authorize the City Manager to execute the Second Extension Agreement for E-4/11 with TruGreen Landcare.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to TruGreen Landcare in the not-to-exceed (NTE) amount of $119,625.32; including $101,350.30 ($95,770.32 for Zone E-4 and $5,580.00 for Zone E-4A) for base services and $18,275.00 ($17,000.00 for Zone E-4 and $1,275.00 for Zone E-4A) for additional work services.

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

B.8 SECOND EXTENSION OF THE AGREEMENT – PROJECT NO. E-81415/11 PROMONTORY PARK/MAHOGANY FIELDS/CELEBRA-TION - MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Second Extension of the Agreement ("Second Extension Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-81415/11, with Merchants Landscape Services, Inc., 1510 S. Lyon Street, Santa Ana, CA 92705 for Zone E-8 (Promontory Park), Zone E-12 (Stoneridge Ranch), Zone E-14 (Mahogany Fields), and Zone E-15 (Celebration) areas.

2. Authorize the City Manager to execute the Second Extension Agreement for E-81415/11 with Merchants Landscape Services, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Merchants Landscape Services, Inc. in the not-to-exceed (NTE) amount of $81,194.64 ($14,710.44 for Zone E-8, $16,779.00 for Zone E-12, $36,546.72 for Zone E-14 and $13,158.48 for Zone E-15) for base services and $28,650.00 ($8,250.00 for Zone E-8, $6,600.00 for Zone E-12, $7,300.00 for Zone E-14, and $6,500.00 for Zone E-15) for additional work services.

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

B.9 FIRST EXTENSION OF THE AGREEMENT – PROJECT NO. M/12-13 MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the First Extension of the Amended Agreement ("First Extension Agreement") for Maintenance of the Median-Monument-Parkway Landscaping and Irrigation for Project No. M/12-13, with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for maintenance of the landscaped medians associated with Zone M (Medians) and medians and designated parkway areas of Zone S (Sunnymead Boulevard).

2. Authorize the City Manager to execute the First Extension Agreement for M/12-13 with TruGreen Landcare.

MV00207125

3. Authorize the issuance of purchase orders for services beginning July 1, 2013, to TruGreen Landcare in the not-to-exceed (NTE) amounts of $79,568.64 ($68,592.72 for Zone M and $10,975.92 for Zone S) for base services and $11,800.00 ($10,200.00 for Zone M and $1,600.00 for Zone S) for additional work.

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

B.10 THIRD EXTENSION OF THE AGREEMENT - PROJECT NO. BDEMS/10 BACKFLOW TESTING, REPAIR AND REPLACEMENT SERVICES WITHIN LANDSCAPED CSD MAINTAINED PARKWAYS AND MEDIANS
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Third Extension of the Agreement ("Third Extension Agreement") for BDEMS/10 with E. R. Block Plumbing, Inc., 10910 Hole Avenue, Riverside, CA 92505 to provide backflow testing, repair, and replacement of backflow devices throughout each of the CSD maintained landscaped areas and water quality basins.

2. Authorize the City Manager to execute the Third Extension Agreement for BDEMS/10 with E. R. Block Plumbing, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to E. R. Block Plumbing, Inc. in the not-to-exceed (NTE) amount of $37,500.00 ($4,800.00 for base testing services and $32,700.00 for additional work services).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

B.11 THIRD EXTENSION OF THE AGREEMENT - PROJECT NO. E-7/10 MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Third Extension of the Agreement ("Third Extension Agreement") for Maintenance of Parkway and Median Landscaping

and Irrigation Project No. E-7/10, with Excel Landscape, Inc., 710 Rimpau Avenue, Suite 108, Corona, CA 92879 for E-7 (Centerpointe) landscaped area.

2. Authorize the City Manager to execute the Third Extension Agreement for E-7/10 with Excel Landscape, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Excel Landscape, Inc. in the not-to-exceed (NTE) amount of $39,296.04 ($33,326.04 for base services and $5,970.00 for additional work services).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

B.12 THIRD EXTENSION OF THE AGREEMENT - PROJECT NO. E-16/10 MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Third Extension of the Agreement ("Third Extension Agreement") for Maintenance of Parkway and Median Landscaping and Irrigation Project No. E-16/10, with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for the E-16 (Shadow Mountain) landscaped area.

2. Authorize the City Manager to execute the Third Extension Agreement for E-16/10 with TruGreen Landcare.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to TruGreen Landcare in the not-to-exceed (NTE) amount of $37,040.00 ($29,820.00 for base services and $7,220.00 for additional work services).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF MAY 28, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF MAY 28, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 5-0.

E. PUBLIC HEARINGS

E.1 PUBLIC HEARING STAFF REPORT TO CONSIDER RECOMMENDED RESOLUTIONS APPROVING THE CONTINUANCE OF CURRENT MORENO VALLEY COMMUNITY SERVICES DISTRICT ANNUAL PARCEL TAXES AND CHARGES PROPOSED FOR FISCAL YEAR 2013/14
(Report of: Financial & Management Services Department)

Recommendations That the CSD:

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley CSD ("CSD Board") conduct a Public Hearing to consider the continuance of current Moreno Valley Community Services District annual parcel taxes and charges proposed for FY 2013-14 and to approve and adopt the proposed resolutions as follows: Resolution No. CSD 2013-02 to approve the calculation of the Zone A parcel tax.

2. Resolution No. CSD 2013-03 to approve the calculation of the Zone B parcel charges.

3. Resolution No. CSD 2013-04 to approve the calculation of the Zone C parcel tax.

4. Resolution No. CSD 2013-05 to approve the calculation of the Zone D parcel charges.

5. Resolution No. CSD 2013-06 to approve the calculation of the Zone E parcel charge.

6. Resolution No. CSD 2013-07 to approve the calculation of the Zone E-1A parcel charges.

7. Resolution No. CSD 2013-08 to approve the calculation of the Zone E-3A parcel charges.

8. Resolution No. CSD 2013-09 to approve the calculation of the Zone E-4A parcel charges.

9. Resolution No. CSD 2013-10 to approve the calculation of the Zone M parcel charges.

10. Resolution No. CSD 2013-11 to approve the calculation of the Zone S parcel charges.

Mayor Tom Owings opened the public testimony portion of the public hearing. Public testimony was received from Scott Heveran.

Motion to Approve Recommendation No. 1 by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 2 by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 3 by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 4 by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 5 by m/Council Member

Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 6 by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 7 by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Motion to Approve Recommendation No. 8 by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 9 by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 10 by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

RECESS;

RECONVENE.

E.2 PUBLIC MEETING AND PUBLIC HEARING REGARDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE SCHEDULE FOR NEW RESIDENTIAL AND COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE DEVELOPMENT PROPOSED FISCAL YEAR (FY) 2013/2014 ANNUAL RATES
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Conduct a Public Meeting and public Hearing to consider all objections or protests of the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" as provided in the Public Notice.

2. Adopt "Resolution No. 2013-38, A Resolution of the City of Moreno Valley, California, Authorizing and Approving the Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development on the County of Riverside Property Tax Roll."

Mayor Tom Owings opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Motion to Approve by m/Council Member Victoria Baca, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

E.3 A PUBLIC HEARING FOR THE BOULDER RIDGE FAMILY APARTMENTS (PA13-0006), A 141 UNIT AFFORDABLE APARTMENT PROJECT ON APPROXIMATELY 10 ACRES LOCATED AT THE SOUTHEAST CORNER OF ALESSANDRO BOULEVARD AND LASSELLE STREET. THE PROJECT INCLUDES A ZONE CHANGE (PA13-0007) AND GENERAL PLAN AMENDMENT (PA13-0008) FROM NEIGHBORHOOD COMMERCIAL AND R15 TO R30 AND OPEN SPACE, AND A VARIANCE (P13-029) TO REDUCE THE COVERED PARKING REQUIREMENT FOR 3-BEDROOM APARTMENTS. THE APPLICANT IS RANCHO BELAGO DEVELOPERS, INC.
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Conduct a public hearing for PA13-0008 (General Plan Amendment), PA13-0007 (Zone Change), P13-029 (Variance) and PA13-0006 (Plot Plan) and subsequent to the public hearing.

2. APPROVE Resolution No. 2013-40 APPROVING PA13-0008 (General Plan Amendment), based on the findings contained in this resolution, and as shown on Exhibit A.

3. INTRODUCE Ordinance No. 870 APPROVING PA13-0007 (Zone Change), based on the findings contained in this ordinance, and as shown on Exhibit A.

4. APPROVE Resolution No. 2013-41 APPROVING P13-029 (Variance), based on the findings contained in this resolution.

5. APPROVE Resolution No. 2013-42 APPROVING PA13-0006 (Plot Plan), based on the findings contained in this resolution, and subject

to the attached conditions of approval included as Exhibit A.

Item E.3 moved to follow Joint Consent Calendars.

Mayor Tom Owings recused himself.

Council Member Jesse L. Molina opened the public testimony portion of the public hearing. Public testimony was received from Louise Palomarez, Lisa Allen (oppose) and Tom Jerele, Sr. (support).

Motion to Approve Recommendation No. 2 by m/Council Member Richard A. Stewart, s/Council Member Victoria Baca

Approved by a vote of 4-0-1, Mayor Tom Owings abstained.

Motion to Approve Recommendation No. 3 by m/Council Member Richard A. Stewart, s/Council Member Victoria Baca

Approved by a vote of 4-0-1, Mayor Tom Owings abstained.

Motion to Approve Recommendation No. 4 by m/Council Member Richard A. Stewart, s/Council Member Victoria Baca

Approved by a vote of 4-0-1, Mayor Tom Owings abstained.

Motion to Approve Recommendation No. 5 by m/Council Member Richard A. Stewart, s/Council Member Victoria Baca

Approved by a vote of 4-0-1, Mayor Tom Owings abstained.

E.4 PUBLIC HEARING AND ADOPTION OF RESOLUTION ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR THE CITY OF MORENO VALLEY FOR FISCAL YEAR 2013-14
(Report of: Financial & Management Services Department)

Recommendations That the City Council:

1. Conduct a Public Hearing to receive public comments on the City's appropriations limit for Fiscal Year 2013-14.

2. Adopt Resolution No. 2013-43 establishing the appropriations limit at $99,825,081 for the City of Moreno Valley for Fiscal Year 2013-14.

Mayor Tom Owings opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Motion to Approve by m/Council Member Richard A. Stewart, s/Council Member Victoria Baca

Approved by a vote of 5-0.

E.5 PUBLIC HEARING AND ADOPTION OF RESOLUTION ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT FOR FISCAL YEAR 2013-14
(Report of: Financial & Management Services Department)

Recommendations That the CSD:

1. Conduct a Public Hearing to receive public comments on the Moreno Valley Community Services District's appropriations limit for Fiscal Year 2013-14.

2. Adopt Resolution No. CSD 2013-12 establishing the appropriations limit at $16,086,128 for the Moreno Valley Community Services District for Fiscal Year 2013-14.

Mayor Tom Owings opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Motion to Approve by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - none

G. REPORTS

G.1 ADOPTION OF AN ENERGY EFFICIENCY REVOLVING FUND POLICY THAT IS CONSISTENT WITH THE CITY'S SOUTHERN CALIFORNIA EDISON GRANT PROJECT PA12-0027. THE POLICY PROVIDES A STRUCTURED AND COST EFFECTIVE APPROACH FOR FUNDING OF FUTURE ENERGY EFFICIENCY PROJECTS
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. RECOGNIZE that the Energy Efficiency Revolving Fund Case No. PA12-0027 will not have a significant effect on the environment and is therefore exempt from the provisions of the California Environmental Quality Act (CEQA), per CEQA Guidelines Section 15061 as defined by Section 15378.

2. AUTHORIZE the transfer and appropriation of $59,756.34 from General Fund fund balance to a new Energy Efficiency Revolving Fund with direction to staff to provide a report to City Council annually to account for the expenditure and results of the expenditure of Energy Fund monies.

3. APPROVE Resolution No. 2013-35 approving the Energy Efficiency Revolving Fund Project PA12-0027 based on the findings in the City Council Resolution.

Mayor Tom Owings opened the agenda item for public comments; there being none, public comments were closed.

Motion to Approve Recommendation No. 1 by m/Council Member Richard A. Stewart, s/Council Member Victoria Baca

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 2 by m/Council Member Richard A. Stewart, s/Council Member Victoria Baca

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 3 by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

G.2 ADOPTION OF FISCAL YEAR 2013/14 – 2014/15 OPERATING BUDGET
(Report of: Financial & Management Services Department)

Recommendations That the City Council:

1. Adopt Resolution No. 2013-44, approving the Operating Budget for the City of Moreno Valley for FY 2013/14 – 2014/15, including all applicable adjustments, pursuant to the appropriations presented in Attachment 1.

2. Approve the position control as detailed on pages 5 - 8 in the Proposed Operating Budget presented as Exhibit A.

Recommendation That the City Council as Successor Agency
Adopt Resolution No. SA 2013-03, approving the Operating Budget for the City of Moreno Valley Moreno as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley for FY 2013/14 – 2014/15, including all applicable adjustments, pursuant to the appropriations presented in Attachment 4.

Recommendations That the CSD:
Adopt Resolution No. CSD 2013-13, approving the Operating Budget for the Moreno Valley Community Services District for FY 2013/14 – 2014/15, including all applicable adjustments, pursuant to the appropriations presented in Attachment 3.

Recommendations That the Housing Authority:
Adopt Resolution No. HA 2013-03, approving the Operating Budget for the Moreno Valley Housing Authority for FY 2013/14 – 2014/15, including all applicable adjustments, pursuant to the appropriations presented in Attachment 2.

Mayor Tom Owings opened the agenda item for public comments, which were received from Louise Palomarez, Marcia Amino, Daryl Terrell (Oppose), Deanna Reeder (Oppose), and Tom Jerele, Sr. (Support)

Motion to Approve Recommendation No. 1 as amended, to allow the City Manager authority to implement the decisions necessary on Fire Station No. 99 vs. Truck 91 in conjunction with the Fire Chief. by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 2 by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 1 by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 1 by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

G.3 ADOPTION OF FY 2013-2014 CAPITAL IMPROVEMENT PLAN
(Report of: Public Works Department)

Recommendations That the City Council:
Adopt Resolution No. 2013-45, approving the Capital Improvement Plan as the capital budget for the City of Moreno Valley for FY 2013-2014, including all applicable adjustments to the Proposed Capital Improvement

Plan (CIP), as detailed in Revisions to the Proposed Capital Improvement Plan.

Recommendation That the City Council as Successor Agency
Acting in its capacity as the Successor Agency (SA) to the Community Redevelopment Agency of the City of Moreno Valley, adopt Resolution No. SA 2013-04 approving the Capital Improvement Plan as the capital budget for the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley for FY 2013-2014 including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan.

Recommendations That the CSD:
Acting in its capacity as the President and the Board of Directors of the Community Services District (CSD) of the City of Moreno Valley, adopt Resolution No. CSD 2013-14, approving the Capital Improvement Plan as the capital budget for the Community Services District of the City of Moreno Valley for FY 2013-2014, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan.

Recommendations That the Housing Authority:
Acting in its capacity as the Chairman and the Board of Directors of the Moreno Valley Housing Authority (HA) of the City of Moreno Valley, adopt Resolution No. HA 2013-04, approving the Capital Improvement Plan as the capital budget for the Moreno Valley Housing Authority for FY 2013-2014, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan.

Mayor Tom Owings opened the agenda item for public comments, which was received from Deanna Reeder.

Motion to Approve Recommendation No. 1 by m/Council Member Jesse L. Molina, s/Council Member Richard A. Stewart

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 1 by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 1 by m/Council Member Jesse L. Molina, s/Council Member Richard A. Stewart

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 1 by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 5-0.

G.4 MEMORANDUM OF UNDERSTANDING REGARDING NEW TENANT FOR WESTRIDGE BUSINESS PARK
(Report of: Community & Economic Development Department)

Recommendation:
Approve the Memorandum of Understanding with AI California LLC regarding the development and occupancy of the Westridge Business Park.

Mayor Tom Owings opened the agenda item for public comments; there being none, public comments were closed.

Motion to Approve by m/Council Member Victoria Baca, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

G.5 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

City Manager Michelle Dawson thanked Box Springs Mutual Water Company's Board of Directors, shareholders, and residents of Edgemont for their hospitality last week. It was Council Member Baca's idea to have staff present our budget information at their meeting and we appreciated the opportunity to meet with them, review the City's budget information, and answer questions and concerns they had about the relationship between the company and the City.

Thank you to Mayor Tom Owings, Police Chief Ontiveros, Parks & Community Services Director, Parks & Community Services Director Mike McCarty and Shanna Palau from the City Manager's office for joining Soroptimist International of Moreno Valley last night, it meant a lot to us as we recognized the groups that we shared almost $20,000 with last year in donations for services and programs that benefit women in our community.

- Thursday movie night "Holes" 8:30 p.m. at the CRC
- Friday concert in the park is U2 tribute band 6:00 p.m. in Towngate Park

G.6 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

No Report.

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION

H.2.1 ORDINANCE NO. 868 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING P12-117 (SPECIFIC PLAN AMENDMENT) AMENDING CHAPTER III OF THE MORENO VALLEY INDUSTRIAL AREA PLAN (SP 208) TO INCLUDE EMERGENCY SHELTERS AS A PERMITTED USE IN THE INDUSTRIAL SUPPORT AREAS (RECEIVED FIRST READING AND INTRODUCTION BY A 5-0 VOTE) (Report of: Community & Economic Development Department)

Recommendations That the City Council:
Adopt Ordinance No. 868 approving Specific Plan Amendment (P12-117) to add emergency shelters as a permitted use based on the findings in the Ordinance.

Ordinance No. 868

An Ordinance of the City Council of the City of Moreno Valley, California, Approving P12-117 (Specific Plan Amendment) Amending Chapter III of the Moreno Valley Industrial Area Plan (SP 208) to Include Emergency Shelters as a Permitted Use in the Industrial Support Areas

Mayor Tom Owings opened the agenda item for public comments; there being none, public comments were closed.

Motion to Approve by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

H.2.2 ORDINANCE NO. 869 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A MUNICIPAL CODE AMENDMENT (PA12-0028) AMENDING TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY

ADDING THE FOLLOWING REGULATIONS: EMERGENCY SHELTERS, FARM WORKER HOUSING, SINGLE ROOM OCCUPANCY UNITS (SRO), REASONABLE ACCOMMODATION PROCEDURES AND AMENDING THE MUNICIPAL CODE TO INCLUDE MINOR TECHNICAL CLEAN UPS (RECEIVED FIRST READING AND INTRODUCTION BY A 5-0 VOTE) (Report of: Community & Economic Development Department)

Recommendations That the City Council:
Adp[t Ordinance No. 869 approving a Municipal Code Amendment (PA12-0028) amending various sections of Title 9 of the City of Moreno Valley Municipal Code based on the findings in the Ordinance.

Ordinance No. 869

An Ordinance of the City Council of the City of Moreno Valley, California, Approving a Municipal Code Amendment (PA12-0028) Amending Title 9 of the City of Moreno Valley Municipal Code By Adding the Following Regulations: Emergency Shelters, Farm Worker Housing, Single Room Occupancy Units (SRO), Reasonable Accommodation Procedures and Amending the Municipal Code to Include Minor Technical Clean Ups

Mayor Tom Owings opened the agenda item for public comments; there being none, public comments were closed.

Motion to Approve by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Council Member Victoria Baca

1. Moving Forward to do what's best for the City
2. Competition between Riverside and Perris for development
3. City Council has to stand the criticism
4. Appreciates staff, business is as usual

5. Balanced budget
6. Keep your heads up
7. Better Moreno Valley

Jesse Molina

1. I Love My City
2. Honking down Sunnymead Blvd.
3. Behind City Council and Staff 100%
4. Bring us the businesses, not across the 215 freeway
5. Have a positive attitude and positive City and a positive outcome

Mayor Pro Tem Marcelo Co

1. Thanked everyone for allowing him the opportunity to participate in the meeting from so far away.
2. Understand that we are all here together and here to make Moreno Valley a better City
3. Mayor Tom Owings spoke and thanked Mayor Pro Tem Marcelo Co for the extraordinary measure to participate.

Richard Stewart

1. Asked Interim Community and Economic Development Director John Terell to provide information on the Albertson's closing, as Barry Foster was working with the Stater Bros. over a period of time. John advised they're continuing to work with Stater Bros. and hopes it will lead to good news relatively soon. The closing of the Ralph's and Albertson's has impacted many in the community. Any way the City can facilitate to get them to come in to get him involved and the Mayor Tom Owings so that the continuing negotiations to the people in the community to have him and the Mayor Tom Owings get involved to help further things along. Mayor Tom Owings added that he would like to enter into a dialog together with Richard Stewart when the City Manager deems appropriate. He added that without question, they're thrilled to have Interim Community and Economic Development Director John Terell involved in his new position as Interim Community & Economic Development Director.
2. City Council agreements and disagreements. Different views and

respect the opposite views with others and people that agree with him. It's healthy to have dialog - open discussions and good heart. Everyone's right is to be respected.

Mayor Tom Owings

1. Important to keep perspective on what we are doing. Utility Company has proven to him and was a skeptic of the Utility Company when he came here; Ahmad you were right in your assessment and as a Council we should get 100% behind your vision with the Utility Company and what it can do for us. Speakers who spoke don't have a lot of information at their hands and don't know how to focus that. Believes it is the vehicle to eventually lower the utility tax in the City; eventually help increase with the jobs and help with the future budget to do more with Public Safety in this City.

2. Focus on education and graduation rates in the City. Property values have depreciated between 20 and 30% based on the graduation rates. We must continue to focus on them.

3. Council is trying to be proactive to resolve the issues. World's expert, Bill Bratton, is bringing to us methods to cut Public Safety cost by a 1/3; adopting new policing methods to help cut crime. We have a 1970 model, but we are in 2013. This should be supported.

4. Battle between Press Enterprise and the City of Moreno Valley

5. Accomplishment of adopting the two year budget. The City has turned a corner and can look to expand on services in the future.

6. Thank you to the Citizen's

7. Acknowledgements on Recall.

There being no further business to conduct, the meeting was adjourned at 9:28 p.m. to Closed Session by unanimous informal consent.

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority will be held in Conference Room C, First Floor, City Hall. The City Council met in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.
• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

The Closed Session was held pursuant to Government Code:

Acting City Attorney Suzanne Bryant announced that in Closed Session discussion will be on what is noted on the agenda: 1 a), b), c) and d), 5 and 6. Does not anticipate any reportable action.

1 SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

a) Case: *City of Moreno Valley v. Chen*
Court: Riverside Superior Court
Case No: RIC 1213875

b) Case: *City of Moreno Valley V. Chado & Chado*
Court: Riverside Superior Court
Case No: RIC 1213878

c) Case: *City of Moreno Valley v. Equitable Properties*
Court: Riverside Superior Court
Case No: RIC 1213880

d) Case: *City of Moreno Valley V. McGinness*
Court: Riverside Superior Court
Case No: RIC 1213882

2 SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF SECTION 54956.9

Number of Cases: 5

3 SECTION 54956.9(d)(4) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

4 SECTION 54956.8 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR

a) Property:
City Negotiator: City Manager Michelle Dawson, City Manager
Under Negotiation: Price and terms of payment
Owner:
Owners Negotiator:
APN 487-470-013 & 487-470-023

5 SECTION 54957.6 - LABOR NEGOTIATIONS

a) Unrepresented Employees

6 SECTION 54957 - PUBLIC EMPLOYMENT

a) City Manager

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY
None

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 10:00 p.m. by unanimous informal consent.

Submitted by:

_____
City Clerk Jane Halstead, CMC
Secretary, Moreno Valley Community Services District
Secretary, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Secretary, Moreno Valley Housing Authority
Secretary, Board of Library Trustees

Approved by:

_____
Mayor Tom Owings
President, Moreno Valley Community Services District
Chairperson, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Moreno Valley Housing Authority
Chairperson, Board of Library Trustees

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: June 25, 2013

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Reports on Reimbursable Activities for the period of June 5 - 18, 2013.

Reports on Reimbursable Activities June 5 - 18, 2013			
Council Member	Date	Meeting	Cost
Victoria Baca	6/13/13	Western Riverside Council of Governments (WRCOG) 22n Annual General Assembly	$200.00
	6/14/13	12th Annual Rally 'Round the Flag	$35.00
Marcelo Co		None	
Jesse L. Molina		None	
Tom Owings		None	
Richard A. Stewart	6/13/13	Western Riverside Council of Governments (WRCOG) 22n Annual General Assembly	$200.00
	6/14/13	12th Annual Rally 'Round the Flag	$35.00

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: June 25, 2013

TITLE: APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY

RECOMMENDED ACTION

Recommendation:

1. Approve Resolution No. 2013- 48, amending the Electric Rates for Moreno Valley Utility. A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates, and Electric Service Rules, Fees, and Charges for Moreno Valley Utility.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A.

BACKGROUND

On July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges for the City of Moreno Valley's Electric Utility, or Moreno Valley Utility (MVU). Electric Rule 12 entitled "Rates and Optional Rates" of that document states that the rates to be charged by and paid to the City's utility for electric service will be the rates legally in effect and on file with the Electric Utility Division, Department of Public Works. At its meeting on December 9, 2003, the City Council approved Ordinances 650 and 651 providing for the establishment and adjustment of electric rates by resolution.

DISCUSSION

Consistent with Ordinances 650 and 651, the resolution considered in this action amends MVU's Electric Rates. A complete copy of the proposed *Electric Rates* document is available for review in the Public Works Department, Electric Utility Division office. To ensure the City's rates are just and reasonable and to ensure that the City's rates are set at a level sufficient to cover the utility's costs, it will be necessary for the City Council to approve an adjustment of the rates that MVU charges customers for service from time to time. Due to the structure of MVU's rates, the customer's usage will ultimately determine the impact of this proposed rate adjustment on their monthly bill.

For example, the proposed rate adjustment considered in this council action will affect a residential customer who uses 600 kWh in a month differently than a customer who uses 1000 kWh in a month. The proposed rate changes considered in the council action will result in an increase of MVU's rate schedules for both the summer season and winter season. Pursuant to MVU's rates, the summer season begins at 12:00 am on the first Sunday in June and continues until 12:00 am on the first Sunday in October. The winter season begins at 12:00 am on the first Sunday in October, and continues until 12:00 am on the first Sunday in June of the following year. In other words, there are four months in the summer season, and eight months in the winter season.

If the City Council approves the proposed rate adjustments, the impact to each class of customers is described in the tables below:

Average Residential Schedule A	**SUMMER**		**WINTER**	
600 kWh usage	-$0.01	-0.01%	-$3.85	-3.28%
1,000 kWh usage	-$7.71	-3.76%	-$11.55	-4.53%

Average Small Commercial Schedule B	**SUMMER**		**WINTER**	
2,978 kWh usage	-$126.42	-22.77%	-$14.91	-3.24%

Average Large Commercial Schedule C	**SUMMER**		**WINTER**	
24,531 kWh usage, Demand of 100 kW	-$27.48	-0.47%	-$27.87	-0.80%

Average Large Commercial, TOU Schedule TOU-LGS	**SUMMER**		**WINTER**
386,896 kWh usage, Demand of 865 kW	$1,438.74	2.02%	

392,333 kWh usage, Demand of 666 kW		$1,320.12	3.51%

Average Traffic Controller Schedule TC-1	SUMMER		WINTER	
364 kWh usage	$0.06	0.10%	$0.06	0.10%

Average Streetlight	SUMMER		WINTER	
Schedule SL-1 9,500 Lumen (973 lights)	-$1,079.59	-8.23%	-$1,079.59	-8.23%
Schedule SL-1 22,000 Lumen (317 lights)	-$269.41	-4.84%	-$269.41	-4.84%
Schedule SL-2 27,500 Lumen (139 lights)	-$268.41	-15.95%	-$268.41	-15.95%
Schedule SL-3 (per lamp)	-$18.27	-3.91%	-$18.27	-3.91%

If approved by the City Council, these changes will become effective at 12:00 a.m. on June 26, 2013.

Pursuant to Section 5 of the Professional Services Agreement by and between the City of Moreno Valley and ENCO Utility Services Moreno Valley, LLC, the City is obligated to adjust its rates from time to time so that the City's electric rates remain roughly equivalent to the otherwise applicable investor owned utility rate schedules. This council action will true-up MVU's rates to comply with this obligation. If adopted, the net impact upon MVU customers will be a decrease in rates.

ALTERNATIVES

1. Approve proposed resolution amending the Electric Rates and Rules for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *The amendment of the Electric Rates will allow the City's utility to recover its costs for service, and to offer competitive rates.* Staff recommends this alternative.

2. Do not approve proposed resolution amending the Electric Rates for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *This would restrict the City's utility in its ability to recover utility costs, and also its ability to offer competitive rates.* Staff does not recommend this alternative.

FISCAL IMPACT

As rates are adjusted, revenues will reflect the adjustments. Utility revenues are projected to decrease if the proposed changes are adopted by the City Council.

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:
The municipal electric utility will generate revenues to provide funding for City programs and services over time. These revenues will help achieve important financial goals of the City.

POSITIVE ENVIRONMENT:
The proposed rate adjustments ensures timely changes to the rates of the City's utility, and helps to create a positive environment for promoting economic development within the community. The City of Moreno Valley electric utility will be able to offer competitive rates and will help the City to attract and retain businesses.

NOTIFICATION

Posting of the Agenda.

ATTACHMENTS

Attachment 1 – Proposed Resolution
Attachment 2 – Proposed Electric Rates

Prepared By:
Jeannette Olko
Electric Utility Division Manager

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES, AND ELECTRIC SERVICE RULES, FEES, AND CHARGES FOR MORENO VALLEY UTILITY

WHEREAS, the City of Moreno Valley (the "City"), a municipal corporation, is authorized pursuant to Article XI, Section 9(a) of the California Constitution to establish, purchase, and operate public works to furnish its inhabitants with light, water, power, heat, transportation, or means of communication; and

WHEREAS, on June 26, 2001, the City Council of the City of Moreno Valley approved Resolution No. 2001-33 and, as amended by Resolution 2002-46, authorized the formation of a municipally owned utility for the purpose of providing electrical power, storm water, telephone telecommunications, cable TV, water, natural gas, and sanitary sewer; and

WHEREAS, on July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges document for Moreno Valley Utility which states, in part, that the rates to be charged by and paid to the City for electric service will be the rates legally in effect and on file with the City Council; and

WHEREAS, there are sections of the Electric Service Rules, Fees and Charges document that contain rules which define the terms and conditions under which electric service will be provided to the customer; and

WHEREAS, there are rules, fees, charges, and rates associated with providing the services identified in the document. These rules, fees, charges, and rates are deemed necessary and equitable for services rendered and are required to fund in whole or in part, all of the services required to facilitate the delivery of electric distribution pursuant to the rules; and

WHEREAS, Urgency Ordinance No. 651 was adopted by the City Council on December 9, 2003, allowing for the adoption of rates by resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The City Council hereby adopts the amended Moreno Valley Utility Electric Rates as on file in the Public Works Department.

APPROVED AND ADOPTED this 25th day of June, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00207150

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-48 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Moreno Valley Utility

Electric Rates

Electric Rates - Table of Contents

SCHEDULE A – RESIDENTIAL SERVICE 3

SCHEDULE B – GENERAL SERVICE 6

SCHEDULE C – LARGE GENERAL SERVICE 7

SCHEDULE SL – STREET LIGHTING SERVICE 10

MVU OWNED SYSTEM 10

SCHEDULE SL2 – STREET LIGHTING SERVICE 12

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SCHEDULE A – RESIDENTIAL SERVICE

Applicability

Applicable to electric service for residential uses.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Basic Charge - $/Day	
Single-Family Residence	$ 0.03
Multi-Family Residence	$ 0.023
Energy Usage Charge - $/kWh	
Summer:	
Tier 1 -Baseline Quantities, all kWh, per kWh	$ 0.11631
Tier 2 – 101% to 130% of Baseline	$ 0.14758
Tier 3 – 131% to 200% of Baseline	$ 0.26000
Tier 4 – 201% to 300% of Baseline	$ 0.30000
Tier 5 – All excess kWh, per kWh	$ 0.30000
Winter	
Tier 1 -Baseline Quantities, all kWh, per kWh	$ 0.11631
Tier 2 – 101% to 130% of Baseline	$ 0.14758
Tier 3 – 131% to 200% of Baseline	$ 0.26000
Tier 4 – 201% to 300% of Baseline	$ 0.30000
Tier 5 – All excess kWh, per kWh	$ 0.30000
Public Purpose Programs	
All kWh per kWh	$0.01314
Monthly Minimum Charge:	$10.00

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

MV00207154

Special Conditions

1. Baseline Rates: Baseline rates are applicable only to separately metered residential use.

2. Baseline Quantities: The residential allocation shall be 16.0 kWhs per day in the Summer season and 10.5 kWhs per day in the Winter season.

3. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on the first Sunday in June and will continue until 12:00 a.m. of the first Sunday in October each year. The Winter season begins at 12:00 a.m. on the first Sunday in October and continues until 12:00 a.m. on the first Sunday in June of the following year.

4. Voltage: Service will be supplied at one standard voltage.

5. For the purposes of applying the Basic Charge, the following definitions shall be used:

   Single-Family Residence - A building of single occupancy which does not share common walls, floors, or ceilings with other residential dwelling units.

   Multi-Family Residence - Apartments, mobile homes, condominiums, townhouses, or a building of multiple occupancy which shares common walls and /or floors and ceilings with other residential dwelling units.

6. Medical Baseline Allocation: Upon application and acceptance of a certification from a medical doctor or osteopath licensed to practice medicine in California, eligible residential customers are provided a standard year-round medical baseline allocation of 16.5 kWh per day in addition to the applicable baseline allocation for the season.

	Regular Baseline Daily kWh Allocation	Additional Medical Baseline Daily kWh Allocation	Total Baseline Daily kWh Allocation
Summer	16.0	16.5	32.5
Winter	10.5	16.5	27.0

   Medical Baseline Allocation Eligibility:

   a) Regular use in the customer's home of one or more medical life-support devices essential to maintain the life of a full-time resident of the household; and/or
   b) A full-time resident of the household is: a paraplegic, hemiplegic, quadriplegic, multiple sclerosis or scleroderma patient, being treated for life-threatening illness, and/or has a compromised immune system.

Life support devices are those devices or equipment that utilize mechanical or artificial means to sustain, restore or supplant a vital function, or mechanical equipment relied upon for mobility both within and outside of buildings.

Life-support devices include:

Aerosol Tent	Ultrasonic Nebulizer
Pressure Pad	Electrostatic Nebulizer
Apnea Monitor	Inhalation Pulmonary Pressure
Pressure Pump	Breather Machine (IPPB)
Compressor	Iron Lung
Concentrator	Dialysis Machine
Respirator (all types)	Hemodialysis Machine
Electronic Nerve Stimulator	Motorized Wheelchair
Suction Machine	Oxygen Generator

Applying for the Medical Baseline Allocation

1. Request application from Moreno Valley Utility by telephone, mail or in person
2. Complete application.
3. The patient's physician will need to fill out the required information on the application and sign it certifying the medical need.
4. The customer can mail or bring the application to Moreno Valley Utility's offices
5. Once the application is reviewed and approved, the Medical Baseline Allocation will be effective on the next regular electric billing.
6. Applications must be renewed every two years.

7. Low Income Program - A low-income assistance discount program is offered under this standard residential rate. To be considered for this discount, an application must be filed with Moreno Valley Utility. To be eligible for this discount, the income of the customer, including all members of the household, must meet the income levels of the program and can be no more than 200% of Federal Poverty Guidelines. Under this program a discount for qualified low-income residents of 20% is provided on monthly energy charges. Discount applies to energy charges only. The customer charge, public purpose charge, service fees and all taxes are calculated at the standard rates.

SCHEDULE B – GENERAL SERVICE

Applicability

Applicable to nonresidential electric service for all types of uses including lighting and power. Customers whose monthly maximum demand is expected to exceed 20 kW, or has exceeded 20 kW in any three months during the preceding 12 months, are ineligible for service under this schedule.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge - $/Day	
Single-Phase Service	$ 0.836
Polyphase Service	$ 0.058
Energy Usage Charge - $/kWh	
Summer, all kWh, per kWh	$ 0.15402
Winter, all kWh, per kWh	$ 0.12402
Public Purpose Programs	
All kWh per kWh	$0.01327
Monthly Minimum Charge:	$10.00

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on the first Sunday in June and will continue until 12:00 a.m. on the first Sunday in October each year. The Winter season begins at 12:00 a.m. on the first Sunday in October and continues until 12:00 a.m. on the first Sunday in June of the following year.

2. Voltage: Service will be supplied at one standard voltage.

MV00207157

SCHEDULE C – LARGE GENERAL SERVICE

Applicability

Applicable to nonresidential electric service for all types of uses including lighting and power where the customer's monthly maximum demand is expected to exceed 20 kW or has exceeded 20 kW in any of the 3 months during the preceding 12 months.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge - $/Meter/Month – Single Phase	$177.08	
Polyphase	$189.25	
Energy Usage Charge - $/kWh		
Summer, all kWh, per kWh	$ 0.07048	
Winter, all kWh, per kWh	$ 0.06148	
Demand Charge- $/kW	Summer	Winter
Facilities Related Demand Charge, per kW	$12.71	$12.71
Time Related Demand Charge, per kW	$20.64	$0.00
Public Purpose Programs		
All kWh per kWh	$ 0.01230	
Monthly Minimum:	$10.00	

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

MV00207158

Special Conditions

1. Summer and Winter Seasons are defined as follows:

   The Summer season begins at 12:00 a.m. on the first Sunday in June and will continue until 12:00 a.m. on the first Sunday in October of each year. The Winter season begins at 12:00 a.m. on the first Sunday in October and continue until 12:00 a.m. on the first Sunday in June of the following year.

2. Voltage: Service will be supplied at one standard voltage.

3. Billing Demand: The Billing Demand shall be the kilowatts of Maximum Demand, determined to the nearest kW. The Billing Demand shall be the greater of the kilowatts of Maximum Demand recorded (or established for) the monthly billing period or 50% of the highest Maximum Demand established in the preceding eleven months (Ratcheted Demand).

4. Maximum Demand: The maximum demand in any month shall be the measured maximum average kilowatt input, indicated or recorded by instruments to be supplied by the City, during any 15-minute metered interval in the month.

5. Voltage Discount: The monthly Facilities Related Demand Charge will be reduced by 23.3% for service delivered and metered at voltages of 4 kV through 12 kV. The energy charge will be reduced by $.00074 per kWh for service delivered and metered at voltages of 2 kV through 12 kV.

6. Excess Transformer Capacity: Excess Transformer Capacity is the amount of transformer capacity requested by a customer in excess of that which the City would normally install to serve the customer's Maximum Demand. Excess Transformer Capacity shall be billed at the amount shown in the rates section above.

7. Power Factor Adjustment: When Maximum Demand has exceeded 200 kW for three consecutive months, kilovar metering will be installed as soon as practical, and thereafter, until the Maximum Demand has been less than 150 kW for twelve consecutive months, the billing will be adjusted each month for power factor.

   a. Adjustment Rate:
      i. For service delivered and metered at voltages 12 kV or less, the billing will be increased by $0.27 per kilovar of maximum reactive demand.

   b. Determining the Reactive Demand:
      i. Service delivered and metered at voltages of 4 kV or greater:
         1. The maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or

recorded by metering during any 15-minute metered interval in the month. The kilovars shall be determined to the nearest unit. A device will be installed on each kilovar meter to prevent reverse operation of the meter.

ii. Services delivered and metered at voltages less than 4 kV:

1. For customers with metering used for billing that measures reactive demand, the maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15-minute metered interval in the month. The kilovars shall be determined to the nearest unit. A device will be installed on each kilovar meter to prevent reverse operation of the meter.

2. For customers with metering used for billing that measures kilovar-hours instead of reactive demand, the kilovars of reactive demand shall be calculated by multiplying the kilowatts of measured maximum demand by the ratio of the kilovar-hours to the kilowatt-hours. Demands in kilowatts and kilovars shall be determined to the nearest unit. A ratchet device will be installed on the kilovar-hour meter to prevent its reverse operation on leading power factors.

SCHEDULE SL – STREET LIGHTING SERVICE

MVU OWNED SYSTEM

Applicability

Applicable to un-metered service for the lighting of streets and highways where MVU owns and maintains the street lighting equipment and associated facilities included under this schedule.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Energy Usage Charge - High Pressure Sodium Vapor Lamps

Basic Charge:

Initial Lumens	Wattage	All Night Service Monthly kWhs	**$/Lamp Monthly Charge**	**$/Lamp/Month Public Purpose Programs Charge**
9,500	100	40	$11.37	$0.31
16,000	150	67	$13.53	$0.51
22,000	200	85	$15.13	$0.66
27,500	250	108	$1645	$0.83

Energy Usage Charge – Light Emitting Diode (LED) Lamps

Basic Charge:

Initial Lumens	Wattage	All Night Service Monthly kWhs	**$/Lamp Monthly Charge**	**$/Lamp/Month Public Purpose Programs Charge**
14,700	183	75	$18.98	$0.61

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Maintenance shall include periodic inspection, renewal of lamps, cleaning of glassware, replacement of damaged glassware and lamps, and minor repairs to wiring and electrical appurtenances.

2. Hours of Service: Under MVU's standard all night operating schedule, approximately 4,140 hours of service will be furnished.

3. The developer shall install streetlights that will be served from MVU's underground system. These streetlights must be installed in accordance with MVU's specifications and the developer will deed such facilities to MVU.

4. Requirements and Restrictions:

    a. The applicant for street light service shall specify the lamp size and location of streetlights.

    b. Service shall not be furnished under this schedule where location, mounting height, or other considerations are unacceptable to the MVU.

    c. The installation of street lighting equipment and facilities hereunder is contingent upon the MVU obtaining easements, rights of way, and highway permits satisfactory to the MVU for the required poles, equipment, and facilities.

    d. In accordance with Rule No. 4, a written contract for a term of not less than one year is required in order to receive street light service under the provisions of this schedule.

    e. Should the applicant not commence using the street lighting in a bona fide manner within ninety (90) days after date of completion and installation of a street light or street lighting system requested by the applicant, the MVU will bill, and the applicant shall pay, the applicable lamp charge(s).

5. Liability of Utility: MVU shall not, by taking action pursuant to its tariffs, be liable for any loss, damage, or injury, established or alleged, which may result, or be claimed to result, therefrom.

SCHEDULE SL2 – STREET LIGHTING SERVICE
CUSTOMER OWNED AND MAINTAINED SYSTEM SCHEDULE (UNMETERED)

Applicability

Applicable to service for un-metered lighting of streets, highways, and directional highway signs served in conjunction with street and highway lighting, and other publicly operated automobile parking lots which are open to the general public, where the customer owns and maintains the street lighting equipment operated within the period from dusk to dawn.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Energy Usage Charge - High Pressure Sodium Vapor Lamps

Basic Charge:

Initial Lumens	Wattage	All Night Service Monthly kWhs	**$/Lamp Monthly Charge**	**$/Lamp/Month Public Purpose Programs Charge**
9,500	100	40	$ 5.03	$0.31
16,000	150	67	$ 6.69	$0.51
22,000	200	85	$ 7.85	$0.66
27,500	250	108	$ 9.31	$0.83

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Voltage: Service will be supplied at one standard voltage.

MV00207163

2. Requirements and Restrictions:

    a. The applicant for street light service shall specify the lamp size and location of streetlights.

    b. Service shall not be furnished under this schedule where location, mounting height, or other considerations are unacceptable to the MVU.

    c. The installation of street lighting equipment and facilities hereunder is contingent upon the MVU obtaining easements, rights of way, and highway permits satisfactory to the MVU for the required poles, equipment, and facilities.

3. Liability of Utility: MVU shall not, by taking action pursuant to its tariffs, be liable for any loss, damage, or injury, established or alleged, which may result, or be claimed to result, therefrom.

SCHEDULE SL3 – STREET LIGHTING SERVICE
CUSTOMER OWNED SYSTEM SCHEDULE
(METERED)

Applicability

Applicable to service for metered lighting service of streets, highways, and directional highway signs served in conjunction with street and highway lighting, and other publicly operated automobile parking lots which are open to the general public, where the customer owns the street lighting equipment operated within the period from dusk to dawn.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge – Per meter per Month	$14.75
Energy Usage Charge - $/kWh	
All Year - all kWh, per kWh	$ 0.056224
Public Purpose Programs	
All kWh, per kWh	$0.00772

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Voltage: Service will be supplied at one standard voltage.

2. The customer will furnish and maintain all equipment beyond the meter.

MV00207165

SCHEDULE TC-1 – TRAFFIC CONTROL SERVICE

Applicability

Applicable to service for traffic directional sign or signal lighting service owned by governmental agencies and located on streets, highways and other publicly dedicated outdoor ways and places.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge – per Meter per Day	
Single-Phase Service	$ 0.546
Polyphase Service	$ 0.034
Energy Usage Charge - $/kWh	
All Year - all kWh, per kWh	$ 0.10837
Public Purpose Programs	
All kWh, per kWh	$0.01259

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Voltage: Service will be supplied at one standard voltage.

MV00207166

SCHEDULE TOU-LGS – TIME OF USE – LARGE GENERAL SERVICE

Applicability

Applicable to nonresidential electric service for all types of uses including lighting and power where the customer's monthly maximum demand is expected to exceed 500 kW or has exceeded 500 kW in any of the 3 months during the preceding 12 months.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge - $/Meter/Month	$580.50	
Energy Usage Charge - $/kWh		
Summer		
On-Peak	$ 0.12155	
Mid-Peak	$ 0.06902	
Off-Peak	$ 0.04533	
Winter		
Mid-Peak	$ 0.07048	
Off-Peak	$ 0.05036	
Demand Charge- $/kW	Summer	Winter
Facilities Related Demand Charge, per kW	$14.95	$14.95
Time Related Demand Charge, per kW		
On-Peak	$22.11	$0.00
Mid-Peak	$6.25	$0.00
Off-Peak	$0.00	$0.00
Public Purpose Programs		
All kWh per kWh	$ 0.01098	
Monthly Minimum :	See Condition #4	

Energy Cost Adjustment

MV00207167

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Time periods are defined as follows:

On-Peak:	Noon to 6:00 p.m. Summer weekdays except holidays
Mid-Peak:	8:00 a.m. to Noon and 6:00 p.m. to 11 p.m. Summer weekdays except holidays; 8 a.m. to 9 p.m. Winter weekdays except holidays
Off-Peak:	All other hours

   Holidays are defined as New Year's Day (January 1), Martin Luther King's Birthday (third Monday in January), Washington's Birthday (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veterans Day (November 11), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

   When any holiday listed above falls on Sunday, the following Monday will be recognized as an off-peak period. No change will be made for holidays falling on Saturday.

2. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on the first Sunday in June and will continue until 12:00 a.m. on the first Sunday in October of each year. The Winter season begins at 12:00 a.m. on the first Sunday in October and continue until 12:00 a.m. on the first Sunday in June of the following year.

3. Voltage: Service will be supplied at one standard voltage.

4. Billing Demand: The Billing Demand shall be the kilowatts of Maximum Demand, determined to the nearest kW. The Billing Demand shall be the greater of the kilowatts of Maximum Demand recorded (or established for) the monthly billing period or 50% of the highest Maximum Demand established in the preceding eleven months (Ratcheted Demand).

5. Maximum Demand: The maximum demand in any month shall be the measured maximum average kilowatt input, indicated or recorded by instruments to be supplied by the City, during any 15-minute metered interval in the month.

6. Excess Transformer Capacity: Transformer Capacity is the amount of transformer capacity requested by a customer in excess of that which the City would normally install to serve the customer's Maximum Demand. Excess Transformer Capacity shall be billed at the amount shown in the rates section above.

7. Power Factor Adjustment: The billing will be adjusted each month for power factor.

    a. Adjustment Rate: The customer's bill will be increased each month for the power factor $0.27 per kilovar of maximum reactive demand.

    b. The maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15 minute metered interval in the month. For customers with metering used for billing that measures kilovar-hours instead of reactive demand, the kilovars of reactive demand shall be calculated by multiplying the kilowatts of measured maximum demand by the ratio of the kilovar-hours to the kilowatt-hours. Demands in kilowatts and kilovars shall be determined to the nearest unit. A device will be installed on the kilovar-hour meter to prevent its reverse operation on leading power factors.

SCHEDULE SE - SERVICE ESTABLISHMENT CHARGE

Applicability

Applicable to general service and domestic service customers.

Territory

Within the entire territory served by Moreno Valley Utility.

Rate

For each establishment of electric service, a charge will apply.

Special Conditions

1. The service establishment charge is in addition to the charges calculated on the applicable rate schedule and will be made each time an account is established.

2. Establishment means each time an account is opened, including a turn on of electric service or a change of name that requires a meter reading.

3. If the customer requests electric service be established on the same day as his request or outside regular business hours, an additional charge will apply.

MV00207170

SCHEDULE NEM – NET ENERGY METERING

Applicability

Applicable to general service and domestic service customers who have eligible renewable energy generation systems connected to MVU's system (interconnected) and meet program requirements.

Territory

Within the entire territory served by Moreno Valley Utility.

Net Surplus Compensation Rate

The net surplus compensation rate shall be $0.08979 per kWh applied to any net surplus energy remaining at the end of the customer's twelve (12) month billing period ("relevant period").

Special Conditions

1. NEM customers will receive a credit for the surplus electricity supplied to MVU's system.
2. This credit will be applied to the customer's energy bill, to offset all or part of the costs associated with the energy that is consumed each month.
3. Residential accounts are billed once a year for "net" energy consumed or generated over the previous 12 months, if any.
4. Small business accounts served under the General Service Rate also qualify for annual billing.
5. Large business NEM accounts under the Large General Service Rate are billed monthly for their energy usage.
6. Net surplus energy is the amount of generated kilowatt-hours (kWh) energy that is exported to MVU's system that exceeds the amount that is received from MVU.
7. Any net surplus energy remaining at the end of the 12-month billing period (also called the "relevant period") will be given a monetary value known as the Net Surplus Compensation Rate (NSCR).
8. The NSCR value is established by MVU to reflect the costs MVU avoids in procuring power during the time period net surplus generators are likely to produce excess power.

9. Customers may choose to either roll over the monetary value of any net surplus energy to the next billing cycle, or receive payment for any net surplus energy at the end of your 12-month relevant period.
10. Customers will be billed monthly for nominal non-energy-related charges such as taxes.

SCHEDULE ED – ECONOMIC DEVELOPMENT ("ED") RATE

Applicability

Commercial or industrial end-use customers that would otherwise receive service under Electric Rate Schedule TOU-LGS (Time of Use-Large General Service) and meet certain criteria as established and adopted by resolution of the City Council of the City of Moreno Valley may take advantage of the ED rate as a New Customer or Expanded Load Customer. This ED rate is applicable to all or part of the services provided to New Customers and Expanded Load Customers, as such terms are defined herein.

1. A New Customer shall be a customer seeking to locate a new business or relocate an existing business (not currently located within the territory served by Moreno Valley Utility) within Moreno Valley Utility's service territory.
2. An Expanded Load Customer shall be an existing Moreno Valley Utility TOU-LGS customer that is adding new load to Moreno Valley by a minimum of 200 kW based upon the customer's past electrical demand as determined by Moreno Valley Utility. The expanded load can be at the customer's current site, or at a new site within the Moreno Valley Utility service territory. The ED rate will only be applied to the expanded load as determined in Section 5 below.
3. A New Customer shall meet the following criteria:
   a. Targeted industries
      i. Logistics/Distribution
      ii. Medical/Healthcare
      iii. Auto Dealerships
   b. Building/Area size
      i. Logistics/Distribution 500,000 sf minimum
      ii. Medical/Healthcare 100,000 sf minimum
      iii. Auto Dealerships 5 acres
   c. Job Creation
      i. Tier 1 Discount Rate 150 – 499 jobs
      ii. Tier 2 Discount Rate 500 – 999 jobs
      iii. Tier 3 Discount Rate greater than 1000 jobs
      iv. Tier 4 Discount Rate 350 jobs minimum

MV00207172

d. City Revenue Producer – either sales tax or use tax generation

i. Tier 1a Discount Rate

ii. Tier 4 Discount Rate $40,000 annual minimum to the City

Territory

Within the entire territory served by the Moreno Valley Utility.

Character of Service

The service provided hereunder shall be alternating current with regulated frequency of 60 hertz, three-phase, or a combination single and three-phase served through one meter, at a standard voltage not to exceed 480 volts, or as may be specified by the Electric Division. To be eligible to participate all customers must have a demand meter.

Rates

Except as provided herein, or in the Economic Development Rate Agreement, all charges and provisions of the customer's otherwise applicable rate schedule shall apply. The applicable Energy Charge and Demand Charge under the customer's otherwise applicable rate schedule will be reduced as follows:

	Tier 1/Tier 1a	Tier 2	Tier 3	Tier 4
Years 1 - 2	15%	20%	20%	20%
Years 3 - 4	12%	15%	20%	20%
Years 5 – 6	10%	10%	15%	20%
Years 7 -12	-	-	-	20%

Special Conditions

1. Term: Economic Development Rate Agreements entered into under this Schedule shall be for a single six-year term, except for Tier 4, which shall be for a single twelve-year term.

2. Approval: Application of this Rate Schedule shall be subject to the approval of the City Manager or his designee, based on meeting the eligibility criteria outlined herein.

3. Agreement: The customer must sign a standard Moreno Valley Economic Development Rate Agreement in order for the rates under this Schedule to be applicable. In addition to the other terms of this Schedule, the Economic Development Rate Agreement shall require the customer to reimburse Moreno Valley for all rate reductions received under this Schedule, if the customer fails

to maintain the required minimum load during the six-year term or twelve-year term of the Agreement.

4. Minimum Load: Customers qualifying under this Schedule as a New Customer with a projected minimum monthly electric demand of at least 500 kW or as an Expanded Load Customer under Applicability Sections 1and 2 above, respectively, must agree to maintain a minimum level of load for six years for Tier 1/1a, Tier 2, and Tier 3 discounts, and twelve years for Tier 4 discount from the date service is first rendered under this Schedule as set forth in the Economic Development Rate Agreement.

5. Base Period Usage: Base Period Usage shall be established and agreed to in the Economic Development Rate Agreement for Expanded Load Customers. Base Period Usage shall be the average monthly energy use and demand for the customer during the last three years of service to the customer, from the date ending the last payment period before the date of the Agreement. Expanded Load qualifying for the rate under this Schedule shall be measured as the difference between the new monthly, meter documented energy use and demand, and the Base Period Usage.

6. State Mandated Public Purpose Program Charge: All bills rendered under this Schedule shall be subject to the Public Purpose Program Charge as established by the City Council.

7. Miscellaneous Fees and Charges: Rates charged pursuant to this Schedule shall be subject to any Energy Users Taxes, Utility Users Taxes, and any other governmental taxes, duties, or fees which are applicable to Electric Service provided to Customer by the City of Moreno Valley. Rates are also subject to adjustment, as established by the City of Moreno Valley City Council in response to federal or state climate change laws, renewable portfolio standard or other mandated legislation. These adjustments may include but are not limited to charges to mitigate the impacts of greenhouse gas emissions or "green power" premiums.

8. Expanded Load: Expanded Load customers applying for this rate must demonstrate to the satisfaction of the Utility that the expanded load is new to Moreno Valley.

9. Effective Date: The effective date of the Economic Development Rate Agreement shall commence within 12 months from the date of the City's approval, or the Agreement becomes null and void. The Agreement becomes effective upon execution by the parties, and the Economic Development Rate commences upon written notice by customer, and coincides with the customer's normal billing cycle.

10. Reapplication: Customers who have received service under the Economic Development Rate are eligible to reapply for the rate as an Expanded Load Customer 12 months after their current Economic Development Rate Agreement has expired, if they meet the criteria therefore.

11. Restrictions: Residential customers and federal, state or local government agencies are not eligible to apply for service under this Schedule.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	<CityManager>

Report to City Council

TO: Mayor and City Council

FROM: Joel Ontiveros, Chief of Police

AGENDA DATE: June 25, 2013

TITLE: AUTHORIZE PLACEMENT OF AN OFFICER ON THE "WESTERN RIVERSIDE COUNTY POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM"

RECOMMENDED ACTION

Recommendation:

1. Approve the placement of an officer on the "Western Riverside County Post-Release Accountability and Compliance Team" (WEST-PACT).

BACKGROUND

On October 1, 2011, in an effort to reduce the California State Prison inmate population, the State of California enacted Assembly Bill (AB) 109, also known as Public Safety Realignment, into law. The realignment shifted the responsibility for managing certain convicted criminals from the State to counties and cities. The realignment included the release of low-level and non-violent offenders into a new program called Post Release Community Supervision (PRCS). Even though the PRCS releases were supposed to be low level and non-violent offenders, many PRCS offenders are actually habitual criminals, many of whom have committed violent crimes. The offenders qualify for PRCS because the criminal conviction controlling their prison sentence was a lesser crime that in many cases was the result of a plea agreement. The sudden shift in responsibility severely strained County and City resources across the State. Because Riverside County jails were already operating at capacity, the realignment has contributed to the early release of County jail inmates due to overcrowding.

The Riverside County Probation Department is charged with supervising PRCS offenders. However, PRCS offenders represent a different classification of offender than those traditionally supervised by the Probation Department. The traditional role of probation is one of rehabilitation, not punishment. Prior to release, the PRCS offender

was serving a punitive sentence in State prison. Upon release, the PRCS offender serves the remainder of his punitive sentence in the community. The combination of a new classification of clientele with the increased demand for supervision has stretched the Probation Department's ability to provide meaningful supervision of PRCS offenders.

In short, the State released thousands of people who have demonstrated general readiness to commit crimes without an infrastructure necessary to monitor and deter them. In August 2012, the Probation Department estimated that 226 PRCS offenders resides in Moreno Valley. As of March 2013, this number has grown to 324 PRCS offenders residing in our City. This constitutes a 45% increase in a seven month time-span and the number continues to grow. This clear and real demand for supervision has led to the development of teams, such as the WEST-PACT.

DISCUSSION

The Riverside County Community Corrections Partnership Executive Committee recognized the need for local law enforcement participation in the supervision of AB109 PRCS offenders. The committee allocated funding to form the AB109 Post-Release Accountability and Compliance Team (PACT) to partner the Probation Department with city law enforcement. On January 17, 2012, the Board of State and Community Corrections allocated State funding to city law enforcement agencies who participate in PACTs. The Association of Riverside County Chiefs and Sheriff (ARCCOPS) selected the City of Beaumont to serve as the fiscal agent for the funding allocated to cities in Riverside County. ARCCOPS formed a plan for three separate regional teams to handle the impacts of realignment. One of the teams is the "Western Riverside County Post-Release Accountability and Compliance Team" (WEST-PACT). WEST-PACT is comprised of officers from the Riverside County Probation Department, the Corona Police Department, the Riverside Police Department and the Moreno Valley Police Department (MVPD). The individual department costs for WEST-PACT participation will be reimbursed by the funding described above.

The WEST-PACT will focus on "high-risk" and "at-large" PRCS offenders who pose the most risk to the public within the participating agency jurisdictions. The WEST-PACT will be dedicated to identifying and investigating "non-compliant" PRCS offenders, locating and apprehending "at-large" and "high-risk" PRCS offenders, and performing compliance sweeps. Through pro-active and coordinated investigations, WEST-PACT will share information, serve warrants, locate and apprehend PRCS violators and reduce the number of PRCS offenders who abscond.

The MVPD will provide one sworn officer and an emergency-equipped vehicle to the WEST-PACT. The officer participating on WEST-PACT will work out of the Riverside Police Department - Magnolia Station with all the other dedicated WEST-PACT members. The agreement provides for reimbursement of MVPD WEST-PACT participation expenses up to $200,000. The Moreno Valley police officer will respond with the entire WEST-PACT team when conducting compliance checks or other law enforcement actions related to PRCS offenders residing in Moreno Valley. The MVPD

can also call upon the WEST-PACT resources to search for PRCS offenders involved in city crimes.

The sworn officer will be moved from the ranks of the MVPD Special Enforcement Team designated for reduction in FY2013/2014, and converted from a Supported Undedicated Productive (SUP) position to the much lower cost of an Unsupported Dedicated Productive (UDP) position. The WEST-PACT funding is expected to continue through the next three fiscal years. The number of PRCS offenders residing in the city of Moreno Valley will continue to grow. The MVPD partnership with WEST-PACT will multiply the force of one officer by the number of officers and resources available to the team. Such a force multiplier will help off-set the negative impact of more than 324 PRCS offenders residing in the City.

ALTERNATIVES

The Council has the following alternatives:

1. Approve the recommendation for placing an officer onto WEST-PACT. This approval will promote increased public safety and quality of life by mitigating the negative impact of an increased number of criminals in the city.

2. Decline the placement of an officer onto WEST-PACT. Declining participation on the team will ensure WEST-PACT resources are not used to mitigate the negative impact of PRCS offenders residing in the city. The lack of monitoring will likely lead to increased crime.

FISCAL IMPACT

The MVPD is requesting City Council approval to fund one sworn officer position for participation in WEST-PACT during FY2013/2014. The WEST-PACT officer costs are revenue backed up to $200,000.

The City of Moreno Valley currently contracts with the Riverside County Sheriff's Department (RCSD) for law enforcement services. In the City's effort to balance the FY2013/2014 budget, the MVPD budget will be reduced by $6 million. The reduction translates to the reduction of twenty-five sworn Supported Undedicated Productive (SUP) peace officer positions.

If approved, Moreno Valley Police Department (MVPD) will provide one sworn employee and an emergency-equipped vehicle to the WEST-PACT. The MVPD will convert one of the (SUP) police officer positions scheduled for reduction in FY2013/2014, to the much less expensive contract rate of an Unsupported Dedicated Productive (UDP) police officer position.

The Sheriff's Department will bill the City for that WEST-PACT officer position at the UDP contract rate. The City will bill the WEST-PACT for the actual cost of the officer's participation. The estimated FY2013/2014 cost of regular duty hours is $158,843.36. ($76.37 x 1780 hours per year = $158,843.36) The estimated FY2013/2014 mileage

costs are $8,800.00 (10,000 miles per year x $0.88 per mile) The combined cost of the estimated regular duty hours and mileage equals $167,643.36; which leaves $32,356.64 of WEST-PACT funding available to cover the MVPD officer's WEST-PACT overtime and equipment costs.

Revenue/Expenditure Appropriation

Description	Fund	GL Account No.	Type (Rev/Exp)	Amount
Officer Costs	General Fund	1010-60-99-NEW-VARIOUS	Exp	$200,000
Reimbursement from WEST-PACT	General Fund	1010-60-69-NEW-XXXXXX	Rev	$200,000

Budget Adjustment

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 13/14 Amended Budget	Proposed Adjustment	FY 13/14 Revised Budget
Officer Costs	General Fund	1010-60-99-NEW-VARIOUS	Exp	$0	$200,000	$200,000
Reimbursement from WEST-PACT	General Fund	1010-60-69-NEW-XXXXXX	Rev	$0	$200,000	$200,000

CITY COUNCIL GOALS

The approval of the placement of an officer onto WEST-PACT will meet the City Council Public Safety goal of lowering the crime rate, reducing the recidivism rate of prior offenders, and improve the quality of life for the citizens of Moreno Valley.

SUMMARY

Placement of an officer on WEST-PACT will increase the monitoring and arrest of PRCS offenders who violate their release terms. The officer WEST-PACT participation costs will be reimbursed up to $200,000.

NOTIFICATION

Indicate any outreach efforts made to elicit comments from parties with interest in the issue. Review comments that may have been made. Also, identify to whom copies of the report were sent so they could be informed about the agenda item.

ATTACHMENTS

1. Draft of the "Western Riverside County Post-Release Accountability and Compliance Team" cooperative agreement.

Prepared By:
Eric Hernandez
Lieutenant

Department Head Approval:
Joel Ontiveros
Chief of Police

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

COOPERATIVE AGREEMENT TO FORM AND STAFF THE "WESTERN RIVERSIDE COUNTY POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM" (WEST-PACT)

THIS COOPERATIVE AGREEMENT is made and entered into by and among the following Participating Agencies:

CITY OF CORONA POLICE DEPARTMENT
CITY OF RIVERSIDE POLICE DEPARTMENT
CITY OF MORENO VALLEY POLICE DEPARTMENT
RIVERSIDE COUNTY PROBATION DEPARTMENT

1. **Effective Date of Agreement**. This Cooperative Agreement shall become effective when it has been signed by a simple majority of the Participating Agencies. This Agreement may be executed in counterparts, which together shall constitute a single agreement.

2. **Creation of WEST-PACT**. There is hereby created the "Western Riverside County Post-Release Accountability and Compliance Team" or WEST-PACT.

3. **Purpose of WEST-PACT**. WEST-PACT is a task force consisting of selected representatives from each of the Participating Agencies the purpose of which is to focus on "high-risk" and "at-large" Post Release Community Supervision (PRCS) offenders that pose the most risk to public safety. WEST-PACT will be dedicated to identifying and investigating "non-compliant" PRCS offenders, locating and apprehending "at-large" and "high-risk" PRCS offenders and performing compliance sweeps. Through sustained, proactive and coordinated investigations, WEST-PACT will be able to share information, serve warrants, locate and apprehend PRCS violators and reduce the number of PRCS offenders who abscond.

4. **Participating Agency Contributions to WEST-PACT**. The Participating Agencies shall contribute the following resources to the WEST-PACT task force:

- A Minimum of One (1) Sworn Employee with all required uniforms and safety equipment
- A vehicle (including required emergency equipment if applicable) for each assigned sworn employee

5. **Organization**.

A. **WEST-PACT Council**: WEST-PACT shall be governed by a Council consisting of the Police Chiefs of each participating City and the Chief Probation Officer or their respective designees.

B. **Meetings of the Council**:

i. **Frequency and Location**: the Council shall meet quarterly, or as needed. The Council shall designate a location for the Meetings, and the Council may, from time-to-time, change the place of meeting.

ii. **Quorum and Voting**: a majority of the representatives of the Council shall constitute a quorum. Each Participating Agency shall have one vote, and actions of the Council shall be adopted upon an affirmative vote of a majority of the Council. The Council may adopt such additional rules required for the conduct of its affairs so long as such rules do not conflict with this Cooperative Agreement.

iii. **Meeting Minutes**: the Council shall keep, or cause to be kept, minutes of Council meetings.

iv. **Council Chair**: Council members shall elect a Council Chairperson who shall preside over Council meetings. The Chair shall serve in such capacity until a new Chair is elected by a simple majority vote.

6. **WEST-PACT Supervisor/Commander**.

A. **Appointment**: The Council shall appoint a Supervisor/Commander who shall serve at the pleasure of the Council. The Commander shall be an employee of a Participating Agency and shall possess the rank of Sergeant.

B. **Duties**: Acting under the direct supervision of the Council Chairperson, the Supervisor/Commander shall implement the policies and procedures adopted by the Council, and shall supervise personnel assigned to WEST-PACT by the Participating Agencies. In addition, the Supervisor/Commander shall:

i. **Prepare Reports**: the Commander shall prepare the following reports to be submitted to the Council:

a. A monthly report of expenditures;

b. A monthly statistics report;

c. A Quarterly report, summarizing the previous quarter's operations, including a section for statistical data. The report shall contain sufficient information regarding the Team's activities to enable the Council to reassess the Team's goals and objectives.

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iii. **Supervise Purchasing**: The Supervisor/Commander shall supervise the purchase of supplies and other resources necessary in the performance of WEST-PACT's mission. The Council may designate one participating agency to serve as the purchasing agent.

C. Training: The Supervisor/Commander shall prepare and submit a task force training plan.

7. **Withdrawal; Termination**.

A. Termination: This Agreement shall not terminate unless by mutual agreement of the Participating Agencies and provided that all debt and liabilities of WEST-PACT are satisfied. Any remaining funds and proceeds derived from any funding sources supporting the Taskforce shall be distributed as determined by a vote of the Association of Riverside County Chiefs of Police and Sheriff (ARCCOPS); or the Community Corrections Partnership Executive Committee (CCPEC) where applicable.

B. Withdrawal: Notwithstanding the foregoing, each Participating Agency reserves the right to terminate its participation at any time, upon 60 days' prior written notice to the Council.

9. Ownership of Documents. All reports, budgets and other documents shall be the property of the Participating Agencies, individually and collectively.

10. Compensation and Training.

A. Compensation: Each Participating Agency shall be responsible for providing its assigned personnel with salaries, benefits and overtime in accordance with state and federal law, rules and regulations.

B. Training: Each Participating Agency shall be responsible for training its assigned personnel.

11. Reimbursement of Expenses. Each participating agency (EXCEPT PROBATION) shall be entitled to an annual reimbursement of expenses not to exceed $200,000.00 per sworn officer assigned full-time to the taskforce. Each agency shall submit an invoice to the "funding agency", on an approved funding template, within thirty (30) days of the end of each month in which the expenses were incurred. Copies of receipts and other supporting documents shall be submitted as applicable with each request for payment.

12. Audits. All WEST-PACT reports, budgets, expenditures and other documentation shall be maintained and preserved for a period of no less than 3 years after termination of this Cooperative Agreement, and shall be readily available for examination and audit by any Participating Agency during normal business hours and upon reasonable advance notice.

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13. **Liability and Indemnification**. All personnel assigned to WEST-PACT shall be and are employees of their respective Participating Agencies and shall be deemed to possess the same authorities, responsibilities and immunities as are conferred upon them as Peace Officers in their respective jurisdictions.

Therefore, each Participating Agency agrees to indemnify and hold the other Participating Agencies harmless from any and all liability for death, injury and/or damage, actual or alleged, to persons or property, arising out of, or resulting from negligent acts or omissions of the indemnifying party or its employees. When the Council itself or its agents are held liable for deaths or injuries to persons or property, each party's liability for contribution or indemnity for such injuries shall be based proportionately upon the contributions of each Participating Agency. In the event of liability imposed upon any of the participating agencies, or upon the Council, for injury which is caused by the negligent or wrong act or omission of any of the parties in the performance of this Cooperative Agreement, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to $100.00. The party or parties directly responsible for the negligent or wrongful acts or omissions shall indemnify, defend, and hold the other parties harmless from any liability for personal injury or property damage arising out of the performance of this Cooperative Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

CITY OF CORONA

Dated: _____ By _____

CITY OF MORENO VALLEY

Dated: _____ By _____

CITY OF RIVERSIDE

Dated: _____ By _____

RIVERSIDE COUNTY PROBATION DEPARTMENT

Dated: _____ By _____

MV00207185

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: June 25, 2013

TITLE: APPROVE EQUIPMENT LEASE AND PURCHASE OPTION AGREEMENT BETWEEN MUNI-FED ENERGY, INC. AND THE CITY OF MORENO VALLEY

RECOMMENDED ACTION

Recommendations:

1. Approve Equipment Lease and Purchase Option Agreement between Muni-Fed Energy, Inc. and the City of Moreno Valley.

2. Authorize the City Manager to execute the Agreement on behalf of the City.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A.

BACKGROUND

California Assembly Bill 2021 (AB 2021) (Levine, Chapter 734, Statutes of 2006) was signed into law in September 2006. The statute requires that publicly owned utilities: (1) identify all potentially achievable, cost-effective energy savings; (2) establish annual targets for energy efficiency savings and demand reduction over 10 years; and (3) report targets, programs, expenditures, results, and cost-effectiveness to governing members and the California Energy Commission (CEC) every three (3) years. On February 26, 2013, the recommended annual energy efficiency and demand reduction targets of 0.18% of retail sales for Moreno Valley Utility were approved by the City Council.

DISCUSSION

The proposed energy savings project consists of the installation of either a small unit on top of street lights or at intersections served by Moreno Valley Utility. Both units control the voltage in the ballast so that the street lights use less energy. The unit designed for street lights is called a Lite Owl, and the unit designed for street lights at intersections (safety lights) is called the E-Series. Staff conducted two separate tests on the Lite Owl and E-Series unit over several months, and confirmed an average energy savings of 30%. The Lite Owl is unique in that it is a lighting control application that is specifically designed for individual street lights with a standard photocell. The E-Series unit is designed for safety lights located at intersections. Unlike other energy savings measures, no retrofit of existing street lights is required for either unit, thus reducing the installation cost. Research and analysis has shown that there are no alternative products available for individual street lights and safety lights that use this "active ballast emulator" technology. This technology represents an interim solution for meeting the utility's energy efficiency goals until other technologies, such as LED lighting, become more cost-effective.

The Equipment Lease and Purchase Option Agreement spreads the total cost of the units over a ten-year period, with an option to buy the units at the end of the agreement for $1.00 per unit. The total value of the Agreement is $269,222.00

It is estimated that this project will produce an energy savings of approximately 352,986 k kWh per fiscal year, reportable to the CEC as part of the energy savings programs required under AB 2021.

ALTERNATIVES

1. Approve the Equipment Lease and Purchase Option Agreement between Muni-Fed Energy, Inc., and the City of Moreno Valley, and authorize the City Manager to execute the Agreement. *The approval of the Agreement will contribute to the energy efficiency and demand response targets of 0.18% of retail sales for Moreno Valley Utility as established by Council on February 26, 2013.*
2. Do not approve the Equipment Lease and Purchase Option Agreement between Muni-Fed Energy, Inc., and the City of Moreno Valley and do not authorize the City Manager to execute the Agreement. *This would result in the utility looking for other energy efficiency programs to meet the energy efficiency and demand reduction targets as set forth by the City Council.*

FISCAL IMPACT

This project will be funded through Public Purpose funds which the City Council formally adopted on January 13, 2004. The Public Purpose Program is required by existing law, and continues to collect PPP funds as required. **Public Purpose Program funds can only be utilized under a strict umbrella of programs, determined at the State level of government.**

The pending 2013/2014 budget year has allocated $180,000 for energy efficiency programs. It is anticipated that the annual lease payments will be $26,922 per year, with a total value of $269,222. The estimated savings to the City over the life of the Agreement is $315,634.

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:

Create a positive environment for energy efficiency and potentially help contribute to the reduction of state's reliance on fossil-fueled generation.

NOTIFICATION

Posting of agenda.

ATTACHMENTS

Attachment 1: Equipment Lease and Purchase Option Agreement

Prepared By:
Jeannette Olko
Electric Utility Division Manager

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Equipment Lease and Purchase Option Agreement

This Equipment Lease and Purchase Option Agreement (this "Agreement") is made and entered effective as of _____ 2013 ("Effective Date"), by and between Muni-Fed Energy, Inc., a California corporation ("Lessor") and the City of Moreno Valley, a California municipal corporation ("Lessee") (collectively referred to as the "Parties").

The Parties agree as follows:

1. **EQUIPMENT:** Lessor hereby leases to Lessee the following new equipment: One Hundred and Seventy Eight (178) 20amp/120v E-Series energy savings devices ("E-Series") and One Thousand Three Hundred (1,300) 120v Lite Owl energy savings devices ("Lite Owl" and, together with E-Series, collectively referred to as the "Equipment" and individually as a "Device").

2. **LEASE TERM:** The lease term will start on the date the City accepts in writing delivery ("Delivery Date") of the first Device(s) ("Start Date") and the lease term will end One Hundred Twenty (120) months from the Delivery Date of the last Device(s) ("End Date"). Lease payments for each Device will commence on the Delivery Date for each Device and will continue for 120 months thereafter for that Device. Therefore, it is possible lease payments may cease for some Devices while lease payments for other Devices, which were delivered at a later date, continue. However, once 120 lease payments have been received for a Device then the Lessee shall have no further lease payment obligations for that Device. The period beginning with the Start Date and ending on the End Date is hereinafter referred to as the "Lease Term". The E-Series devices <u>will be</u> delivered within thirty (30) days and the Lite Owl devices <u>will be</u> delivered within six (6) months after the Effective Date.

3. **LEASE PAYMENTS:** The total value of this Agreement is $269,222, calculated as follows: The total value of the E-Series devices of $102,172 (178 units x $574/unit) plus the total value of the Lite Owl devices of $167,050 (1300 units x $128.50/unit).

   Monthly lease payments ("Rent") are due on the first day of the month and shall commence upon the Start Date. If the Delivery Date for a Device or Devices occurs on a day other than the first of the month then rent shall be prorated in accordance with the following formula: (number of devices x price/lease term)/(remaining days in the month/total days in the month). For example, assume this Agreement is mutually executed by February 15, 2013, and the first Delivery Date is March 1, 2013 for 178 E-Series devices priced at $574/unit. The monthly Rent due that day would be $851.43 calculated as follows (178 units x $574.00/120 mos.)/(15 days/30 days). Thus in this example the term for the Rent of the 178 E-series devices would be 120 months commencing March 1, 2013 and terminating February 28, 2023.

   Assume the second Delivery Date is June 1, 2013 for 1300 Lite Owl devices priced at $128.50/unit. The monthly Rent payment due that day would be $1392.08 (1300 units x $128.5/120 mos.) <u>plus</u> $851.43 for a total of $2243.51. The term for the Rent of the 1300 Lite Owl devices would be 120 months commencing June 1, 2013 and terminating May 31, 2013.

   Rent payments are due the first day of the month and shall be made payable to Lessor and sent to: 6621 E. Pacific Coast Hwy. Suite 280, Long Beach CA 90803 Attention: Abbey

Lam or at any other address designated by Lessor. If the Lease Term does not start on the first day of the month or end on the last day of a month, the Rent due during such month will be prorated accordingly.

4. **LATE CHARGES:** If any amount under this Agreement is received by Lessor more than ten (10) days late, Lessee agrees to pay a flat late fee of One Hundred Dollars ($100.00).

5. **INTENTIONALLY OMITTED**.

6. **DELIVERY:** Lessee shall not be responsible for expenses and costs of shipping the Equipment to Lessee's premises.

7. **DEFAULTS BY LESSEE:** If Lessee fails to perform or fulfill any obligation under this Agreement, Lessee shall be in default of this Agreement. Subject to any statute, ordinance or law to the contrary, Lessee shall have seven (7) days from the date of notice of default by Lessor to cure the default. In the event Lessee does not cure a default, Lessor may at Lessor's option (a) cure such default and the cost of such action may be added to Lessee's financial obligations under this Agreement; or (b) declare Lessee in default of this Agreement. If Lessee shall become insolvent, cease to do business as a going concern or if a petition has been filed by or against Lessee under the Bankruptcy Act or any similar federal or state statute, Lessor may immediately declare Lessee in default of this Agreement. In the event of default, Lessor may, as permitted by law, re-take possession of the Equipment. Additionally, Lessor may, at its option, hold Lessee liable for any difference between the Rent that would have been payable under this Agreement during the balance of the unexpired term and any Rent paid by any successive lessee if the Equipment is re-let minus the cost and expenses of such re-letting. In the event Lessor is unable to re-let the Equipment during any remaining term of this Agreement, after default by Lessee, Lessor may at its option hold Lessee liable for the balance of the unpaid Rent under this Agreement if this Agreement had continued in force. If Lessor fails to perform or fulfill any obligation under this Agreement, Lessor shall be in default of this Agreement. Subject to any statute, ordinance or law to the contrary, Lessor shall have seven (7) days from the date of notice of default by Lessee to cure the default. In the event Lessor does not cure the default, Lessee may declare Lessor in default of this Agreement. If Lessor shall become insolvent, cease to do business as a going concern or if a petition has been filed by or against Lessor under the Bankruptcy Act or any similar federal or state statute, Lessee may immediately declare Lessor in default of this Agreement.

8. **DEFAULT BY LESSOR:** If Lessor fails to perform or fulfill any obligation under this Agreement, Lessor shall be in default of this Agreement. Subject to any statute, ordinance or law to the contrary, Lessor shall have seven (7) days from the date of notice of default by Lessee to cure the default. In the event Lessor does not cure a default, Lessee may at Lessee's option declare Lessor in default of this Agreement. If Lessor shall become insolvent, cease to do business as a going concern or if a petition has been filed by or against Lessor under the Bankruptcy Act or any similar federal or state statute, Lessee may immediately declare Lessor in default of this Agreement. In the event of default, Lessee may declare Lessor in default of this Agreement. In the event of default by Lessor, Lessee may, at its sole option, immediately cease all lease payments and obligations under this Agreement, Lessor shall be entitled to recover any of the Equipment, and Lessee shall not be responsible for any additional lease payments, costs,

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expenses or balances incurred by Lessor. The foregoing notwithstanding, in the event of default by Lessor, Lessee may, at its sole option, pay the balance of all lease payments and obligations owed under this Agreement, and exercise the Purchase Option contained in Section 26 of this Agreement.

9. **POSSESSION AND SURRENDER OF EQUIPMENT:** Lessee shall be entitled to possession of the Equipment as it is delivered. As noted above, Lessor shall deliver the 178 E-Series units within thirty (30) days and the 1300 Lite Owl units within six (6) months of the Effective Date. Unless Lessee exercises the purchase option described in paragraph 25, at the expiration of the Lease Term, Lessee shall surrender the Equipment to Lessor by delivering the Equipment to Lessor or Lessor's agent in good condition and working order, ordinary wear and tear excepted.

10. **USE OF EQUIPMENT:** Lessee shall only use the Equipment in a careful and proper manner and will comply with all laws, rules, ordinances, statutes and orders regarding the use, maintenance of storage of the Equipment.

11. **CONDITION OF EQUIPMENT AND REPAIR:** Lessee or Lessee's agent shall inspect the Equipment and acknowledge that the Equipment is in good and acceptable condition upon installation.

12. **MAINTENANCE, DAMAGE AND LOSS:** Lessee will, at Lessee's sole expense, keep and maintain the Equipment in clean and good working order and repair during the Lease Term. In the event the Equipment is lost or damaged beyond repair, Lessee shall pay to Lessor the replacement cost of the Equipment. Lessor shall pass through warranty coverage by manufacturer to Lessee.

13. **INSURANCE:** Lessee shall be responsible to maintain insurance on the Equipment with losses payable to Lessor against fire, theft, collision, and other such risks as are appropriate and specified by Lessor. Upon request by Lessor, Lessee shall provide proof of such insurance. Additionally, Lessor acknowledges that Lessee is self-insured.

14. **ENCUMBRANCES, TAXES AND OTHER LAWS:** Lessee shall keep the Equipment free and clear of any liens or other encumbrances, and shall not permit any act where Lessor's title or rights may be negatively affected. Lessee shall be responsible for complying with and conforming to all laws and regulations relating to the possession, use or maintenance of the Equipment. Furthermore, Lessee shall promptly pay all taxes, fees, licenses and governmental charges, together with any penalties or interest thereon, relating to the possession, use or maintenance of the Equipment.

15. **LESSOR REPRESENTATIONS:** Lessor represents and warrants that he/she has the right to lease the Equipment as provided in this Agreement and that Lessee shall be entitled to quietly hold and possess the Equipment, and Lessor will not interfere with that right as long as Lessee pays the Rent pursuant to this Agreement and performs all other obligations under this Agreement.

16. **OWNERSHIP:** The Equipment is and shall remain the exclusive property of Lessor unless Lessee exercises the purchase option described in paragraph 25.

17. **SEVERABILITY:** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any

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provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

18. **ASSIGNMENT:** Neither this Agreement nor either party's rights hereunder are assignable except with the prior written consent of both parties.

19. **BINDING EFFECT:** The covenants and conditions contained in this Agreement shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns of the Parties.

20. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

21. **NOTICE:** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service to:

    Lessor: Muni-Fed Energy, Inc.
    6621 E. Pacific Coast Hwy., Suite 280
    Long Beach, CA 90803
    Attention: Clay Sandidge

    Lessee: City of Moreno Valley
    _____
    _____
    _____

    Either Party may change such addresses from time to time by providing notice as set forth above.

22. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may only be modified by a written agreement signed by both Lessor and Lessee.

23. **CUMULATIVE RIGHTS:** Lessor's and Lessee's rights under this Agreement are cumulative, and shall not be construed as exclusive of each other or of any other rights available under applicable law to either Party unless otherwise required by law.

24. **WAIVER:** The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The acceptance of Rent by Lessor does not waive Lessor's right to enforce any provisions of this Agreement.

25. **INDEMNIFICATION:** Except for damages, claims or losses due to Lessor's acts or negligence Lessee, to the extent permitted by law, will indemnify and hold Lessor and Lessor's property free and harmless from any liability for losses, claims, injury to or death of any person, including Lessee, or for damage to property arising from Lessee

MV00207192

using and possessing the Equipment or from the acts or omissions of any person or persons, including Lessee, using or possessing the Equipment with Lessee's express or implied consent.

26. **PURCHASE OPTION:** Upon the full payment of all Rent obligations as described in Section 3 of this Agreement, ("Purchase Option Date"), Lessee shall have the right to purchase the Equipment for One Dollar and No Cents ($1.00) per unit. Such purchase option must be exercised within thirty (30) days of written notice by Lessor; otherwise the Lessor shall retain ownership of the Equipment thereafter.

27. **PREPAYMENT OPTION:** Lessor has recommended that Lessee apply for Energy Efficient Block Grant funds from the California Energy Commission. In the event Lessee receives such funding, or decides to utilize any other funds at its disposal, Lessee shall have the ongoing right to prepay any or all Rent through to the end of the Lease Term with no prepayment penalties.

[Remainder of Page Intentionally Left Blank]

MV00207193

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

LESSOR: MUNI-FED ENERGY, INC.

_____
Philip H. Bowman
President

LESSEE: CITY OF MORENO VALLEY

_____

Name_____

Position_____

MV00207194

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council Acting in its Capacity as the Legislative Body of Moreno Valley Community Facilities District No. 4-Maintenance

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 25, 2013

TITLE: APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 4-MAINTENANCE MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14

RECOMMENDED ACTION

Recommendation:

1. Acting in its capacity as the legislative body of Moreno Valley Community Facilities District No. 4-Maintenance ("CFD No. 4-M" or "District") approve and adopt Resolution No. 2013-49. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Community Facilities District No. 4-Maintenance Maximum Special Tax Rate For Fiscal Year 2013/14.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable

BACKGROUND

Centerpointe Business Park is an industrial development area, which is generally located north of Cactus Avenue, south of Alessandro Boulevard, east of Frederick Street, and west of Heacock Street. As a condition of development, stormwater detention basin improvements were constructed to accommodate stormwater runoff within the Centerpointe Business Park industrial development area and adjoining properties.

On October 25, 2005, City Council adopted Resolution No. 2005-97 to form and establish CFD No. 4-M, to provide funding for stormwater facilities maintenance, and to

authorize the submittal of the levy of special taxes on properties within the Centerpointe Business Park industrial development, including adjacent properties that may in the future be annexed into CFD No. 4-M. Maintenance, as defined in the resolution to form CFD No. 4-M includes, but is not limited to, the provisions of all labor, materials, administration, equipment, utilities, and incidental expenses necessary to provide maintenance of the stormwater facilities.

DISCUSSION

The City Council shall consider authorizing the City Treasurer to levy the special tax in accordance with the rate and method of apportionment of the special tax ("RMA") to cover the fiscal year ("FY") 2013/14 special tax requirement for CFD No. 4-M. Detailed within the Preliminary Annual Special Tax Report ("Report") is a description of the District proceedings, identification of participating parcels, description of maintenance services to be provided, and the projected special tax to be levied for FY 2013/14. Following the submission of the annual special taxes to the County of Riverside, the City shall prepare and file with the City Treasurer the final Annual Report, which shall identify the final calculation of the applied annual special tax rate.

The maximum annual special tax rate, as established by the RMA, shall be increased each FY thereafter, beginning in July 2007, by an amount equal to the Engineering News-Record Building Cost Index ("BCI") for the City of Los Angeles, measured as of the end of the calendar year. For FY 2013/14 the maximum special tax will be increased by 2.05% to $0.009305 per square foot of land area, based on the increase in the BCI. The special tax levy shall be applied proportionately on each parcel of developed and undeveloped property within the boundaries of CFD No. 4-M up to 100% of the applicable maximum annual special tax. The special tax levy shall be collected on the Riverside County property tax bill or through a direct billing procedure for any special taxes that cannot be collected on the County tax roll.

ALTERNATIVES

1. **Approve and adopt the proposed resolution** approving the calculation of the CFD No. 4-M maximum special tax rate for FY 2013/14. *This approval will allow collection of the special taxes necessary to fund ongoing maintenance and administrative costs associated with stormwater and detention basin facilities to service the properties within the boundaries of CFD No. 4-M.*

2. **Do not approve or adopt the proposed resolution** approving the calculation of the CFD No. 4-M maximum special tax rate for FY 2013/14. *If the resolution is not approved there may be a shortage of funds necessary to fund ongoing maintenance and administrative costs associated with stormwater and detention basin facilities to service the properties within the boundaries of CFD No. 4-M.*

FISCAL IMPACT

There is no impact on the General Fund regarding the levy of the special tax for CFD No. 4-M. The fiscal impact for CFD No. 4-M will be a levy of a special tax applied to the property owner's FY 2013/14 tax bill or by direct bill. The special tax levied on properties within the boundaries of CFD No. 4-M can only be used to fund the annual stormwater facilities maintenance and administration for this District. Properties within the boundaries of CFD No. 4-M consists of developed and undeveloped commercial and industrial parcels; residential properties are not affected by this special tax levy.

CITY COUNCIL GOALS

Revenue Diversification and Preservation

Special taxes necessary to fund CFD No. 4-M services shall be collected in accordance with the provisions outlined within the RMA. The special tax provides funding for program costs, which include maintenance and administration.

SUMMARY

The City Council shall consider authorizing the City Treasurer to levy the special tax in accordance with the RMA to cover the FY 2013/14 special tax requirement for CFD No. 4-M to provide funding for ongoing maintenance and administrative services for the stormwater and detention basin improvements.

NOTIFICATION

Not Applicable

ATTACHMENTS

Attachment 1 Resolution Approving the Calculation of the CFD No. 4-M Maximum Special Tax Rate for FY 2013/14
Attachment 2 Boundary Map of CFD No. 4-M
Attachment 3 Future Annexation Area Map of CFD No. 4-M

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Concurred by:
Mark Sambito,
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:

Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE COMMUNITY FACILITIES DISTRICT NO. 4-MAINTENANCE MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14

WHEREAS, the CITY COUNCIL of the CITY OF MORENO VALLEY, CALIFORNIA, did form Community Facilities District No. 4-Maintenance ("CFD No. 4-M" or "District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Ordinance No. 697 ("Ordinance") approving the rate and method of apportionment of special taxes ("RMA") to authorize a levy of a special taxes within CFD No. 4-M; and

WHEREAS, Ordinance authorizes the legislative body, by resolution, to annually determine the special tax to be levied in the District; provided, however, the special tax to be levied shall not exceed the maximum special tax authorized to be levied pursuant to the RMA; and

WHEREAS, the County of Riverside requires the adoption of a resolution for submission with the annual special taxes for placement on the Riverside County property tax bills; and

WHEREAS, the maximum annual special tax for developed and undeveloped property has been established by the RMA at $0.00737 per square foot of land area for FY 2006/07. Per the RMA, the maximum annual special tax shall be increased each FY thereafter, by an amount equal to the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the end of the calendar year; and

WHEREAS, the calculation of the special tax is in compliance with laws pertaining to the levy of the special taxes; and

WHEREAS, the special tax is levied without regard to property valuation; and

WHEREAS, the City has prepared and submitted the Preliminary Annual Special Tax Report ("Report") for FY 2013/14; and a copy of said Report is on file in the office of the City Treasurer and is incorporated herein by this reference as if fully set forth; and

WHEREAS, following the submission of the annual special taxes to Riverside County, the City shall prepare and file in the office of the City Treasurer the final Annual

Report, which shall identify the final calculation of the applied annual special tax rate, in an amount not to exceed the maximum special tax.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

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

2. That the Report for FY 2013/14, as on file in the office of the City Treasurer, is hereby received and filed.

3. That this legislative body hereby authorizes the City Treasurer to levy the special tax in accordance with the RMA required to cover the annual special tax requirement, up to the maximum special tax, for CFD No. 4-M as set forth in the Report and hereby is levied during FY 2013/14 against the parcels within the District.

APPROVED AND ADOPTED this 25th day of June, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00207200

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-49 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

MV00207201

PROPOSED BOUNDARY OF

COMMUNITY FACILITIES DISTRICT No. 4 – MAINTENANCE OF THE CITY OF MORENO VALLEY

COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

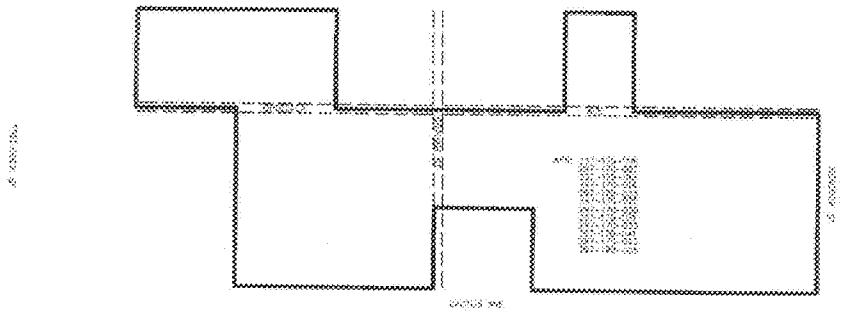

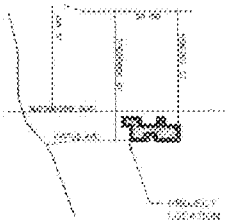

PROPOSED BOUNDARY MAP

Proposed Boundary of
Community Facilities District No. 4–Maintenance
of the City of Moreno Valley
County of Riverside, California

Sheet 1 of 2

FUTURE ANNEXATION AREA OF

COMMUNITY FACILITIES DISTRICT No. 4 – MAINTENANCE OF THE CITY OF MORENO VALLEY

COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

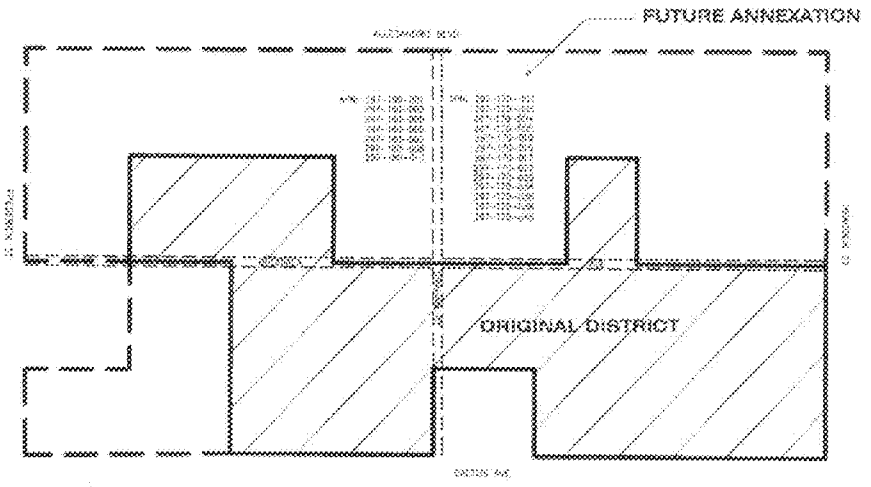

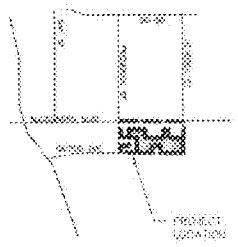

PROPOSED BOUNDARY MAP

Future annexation area of
Community Facilities District No. 4-Maintenance
of the City of Moreno Valley
County of Riverside, California

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council Acting in its Capacity as the Legislative Body of the Moreno Valley Community Facilities District No. 3 of the City of Moreno Valley (Auto Mall Refinancing)

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 25, 2013

TITLE: APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 3 (AUTO MALL REFINANCING) MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14

RECOMMENDED ACTION

Recommendation:

1. Acting in its capacity as the legislative body of the Moreno Valley Community Facilities District No. 3 (Auto Mall Refinancing), adopt Resolution No. 2013-50. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Maximum Special Tax Rate for Community Facilities District No. 3 (Auto Mall Refinancing) for Fiscal Year 2013/14.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable

BACKGROUND

In 1989, the City Council formed the City of Moreno Valley Community Facilities District No. 2 (Auto Mall) ("CFD No. 2") and issued $14,720,000 in bonds. CFD No. 2 was established to finance the capital costs for public improvements, including grading, paving, sewers, sidewalks, landscaping, etc. The sale of bonds in June 1989 financed the construction and acquisition of infrastructure of these improvements. Except for funds set aside for traffic signal construction at the eastbound off ramp of State Route 60 and Moreno Beach Dr., the improvements were declared complete in 1993, the

excess improvement funds were used to retire $2,805,000 in bonds in December 1993. The traffic signal construction was completed June 14, 1996; the remaining funds were used to call $95,000 in bonds on June 2, 1997.

Only properties benefiting from the improvements had annual special tax levies placed on the property tax roll to repay the bonded indebtedness. Of the sixteen parcels within CFD No. 2, only five were developed with automobile dealerships and made timely payments of the special taxes. The payments of the special tax levied on the remaining eleven parcels were delinquent for several years. Judicial foreclosure proceedings were undertaken per the bond covenants; however, no bids were received at the public sales. Other foreclosure actions were stayed as a result of the bankruptcy of the owner of nine of the delinquent parcels. Beginning in December 1995, the delinquencies required the use of monies in the Reserve Fund to cover the debt service payments to the bondholders. An Event of Default occurred on December 1, 1999. Interest was paid in full; however, only 58% of the total principal due was paid to the bondholders with the outstanding balance accruing interest.

In December of 1999, City staff worked with professional consultants and the developed auto dealerships to resolve the delinquencies by refinancing the outstanding debt and providing for the acquisition of the nonperforming parcels by new property owners. As a result of that collaborated effort, on January 25, 2000, a Settlement Agreement was approved by the City Council. The City Council subsequently adopted the Amended and Restated Agreement on March 7, 2000. The Amended and Restated Settlement Agreement provides for (i) the formation of the District, (ii) the issuance of the Bonds to provide funds to refund in full the CFD No. 2 bonds, (iii) the release of claims by the owners of the Developed Parcels related to CFD No. 2 and the Participation Agreement, (iv) the purchase of three of the Undeveloped Parcels in CFD No. 2 by three of the owners of the Developed Parcels, (v) the purchase of the remaining eight Undeveloped Parcels in CFD No. 2 by Auto Mall Resolution, Inc., and (vi) the manner in which available project property tax increment and available project sales tax will be administered.

In March 2000, the City formed Community Facilities District No. 3 ("CFD No. 3" or "District") for the purpose of restructuring the special tax and issuing bonds to refinance CFD No. 2. On April 5, 2000, $8,075,000 of CFD No. 3 Special Tax Bonds, Series 2000 (the "Bonds") were sold to refinance the outstanding CFD No. 2 bonds.

DISCUSSION

The Bonds are special obligations of CFD No. 3 and are payable solely from and secured by revenues derived from certain annual special taxes levied on and collected from the taxable properties within CFD No. 3. Ordinance No. 565, as adopted on March 14, 2000, authorizes the legislative body by resolution to annually determine the special tax to be levied in the District. The City Council shall consider authorizing the City Treasurer to levy the special tax in accordance with the rate and method of apportionment ("RMA") for CFD No. 3, as submitted in the Preliminary FY 2013/14 Annual Special Tax Report ("Report"), which is on file in the office of the City Treasurer.

Detailed within the Report is the calculation of the special tax levy to meet the FY 2013/14 special tax requirement. The final Report will be filed with the City Treasurer after the Riverside County Auditor-Controller's Office has accepted the special taxes for placement on the property tax bills.

The maximum special tax rates as shown in the table below are based upon the assigned zone and development status for each parcel within CFD No. 3. The development status is determined by the timing of a building permit. Developed parcels are those parcels that have a building permit issued prior to January of the current year. The special tax levy is applied only to those taxable parcels within the boundaries of CFD No. 3 and will be collected on the annual tax bills prepared by the County of Riverside.

For each fiscal year ("FY") following FY 2000/01, the maximum special tax rates shall increase by an amount equal to 2% of the maximum special tax in effect for the prior FY. Subsequent increases, not addressed in the CFD No. 3 RMA, will be subject to a two-thirds voter approval by the property owners within the District. The maximum special tax applicable to each parcel, or portion thereof, shall be obtained by multiplying the taxable acreage for the parcel or portion thereof by the appropriate maximum special tax rate for the parcel's assigned zone.

Community Facilities District No. 3 (Auto Mall Refinancing) MAXIMUM SPECIAL TAX RATES BY LAND USE CLASSIFICATION FOR FY 2013/14		
Zone	Developed Property	Undeveloped Property
A	NA*	NA*
B	$15,523/Taxable Acres	$8,388/Taxable Acres
C	$10,347/Taxable Acres	$3,480/Taxable Acres

**Based upon the application of the RMA, properties located within Zone A of CFD No. 3 are not taxable after FY 2009/10.*

The former Community Redevelopment Agency ("Agency") entered into an agreement with the City on behalf of CFD No. 3, entitled "Moreno Valley Auto Mall Participation Agreement," under which the Agency agreed to make payments to CFD No. 3 derived from tax increment revenues from the Project Area. Given the dissolution of the Agency and process established to discharge its obligations (California Legislature approval of trailer bills AB 1x 26 and AB 1x 27, June 2011), every six months, the City, as Successor Agency submits to the Department of Finance ("DOF") a Recognized Obligation Payment Schedule ("ROPS"), which includes payment of available tax increment ("TI") towards the CFD No. 3 special tax. The DOF has approved the payment of TI for this purpose through December 2013. In the event the DOF does not approve payment of TI after December 2013, there are available funds in the Reserve Account, held by trust, to cover the special tax obligation. If future TI is unavailable,

future debt service payment obligations would be met through the collection of the special taxes.

ALTERNATIVES

1. **Approve and adopt the proposed resolution** approving the calculation of the maximum special tax rate for Moreno Valley Community Facilities District No. 3 for FY 2013/14. Approval of *the resolution for the calculation of the CFD No. 3 maximum special tax rates for FY 2013/14 will allow for the collection of monies necessary to cover the annual debt service requirement for CFD No. 3 Bonds.*

2. **Do not approve or adopt the proposed resolution** approving the calculation of the maximum special tax rates for Moreno Valley Community Facilities District No. 3 for FY 2013/14. *If the special tax levy was not approved, there may be a shortage of funds necessary to cover the annual debt service requirement for CFD No. 3. The Reserve Fund would be used to cover the shortfall and a technical default would occur. Default to bondholders may significantly impact the City of Moreno Valley's reputation in the bond market, thereby, possibly affecting viability of future bond sales.*

FISCAL IMPACT

There are no General Fund expenditures involved with the special tax obligation for CFD No. 3. Funds collected through CFD No. 3 are restricted funds and may only be used to pay the annual special tax requirement for the District.

The fiscal impact will be a special tax applied to the FY 2013/14 tax bill for each taxable parcel within the boundary of CFD No. 3. No single-family residential property is affected by this special tax levy. The use of tax increment, as defined in the Moreno Valley Auto Mall Participation Agreement, may offset the debt service payments. The amounts of these individual charges are reported in the Report, which is on file in the office of the City Treasurer.

CITY COUNCIL GOALS

Revenue Diversification and Preservation

Special taxes necessary to repay the CFD No. 3 bonded indebtedness shall be collected in accordance with the provisions outlined within the RMA and the Bond Indenture.

SUMMARY

City Council, acting in its capacity as the legislative body of the Moreno Valley CFD No. 3, shall consider authorizing the City Treasurer to levy the special tax in accordance with the RMA to cover the FY 2013/14 special tax requirement for CFD No. 3.

NOTIFICATION

Not applicable

ATTACHMENTS

Attachment 1 Resolution approving the calculation of the maximum special tax rate for CFD No. 3 for FY 2013/14
Attachment 2 Boundary Map of Community Facilities District No. 3

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Richard Teichert,
Chief Financial Officer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM SPECIAL TAX RATE FOR COMMUNITY FACILITIES DISTRICT NO. 3 (AUTO MALL REFINANCING) FOR FISCAL YEAR 2013/14

WHEREAS, the CITY COUNCIL of the CITY OF MORENO VALLEY, CALIFORNIA, did form Community Facilities District No. 3 of the City of Moreno Valley (Auto Mall Refinancing) ("CFD No. 3" or "District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, following approval by the qualified electors of the District, the City Council in its capacity as the legislative body of the District did adopt Resolution No. 2000-27 ("Resolution") approving the form of the Bond Indenture ("Indenture") terms and conditions pertaining to the issuance of the Community Facilities District No. 3 of the City of Moreno Valley (Auto Mall Refinancing) Special Tax Bonds, Series 2000 in the amount of $8,075,000; and

WHEREAS, Ordinance No. 565 authorizes the City Council, by resolution, to annually determine the special tax to be levied in the District; provided, however the special tax to be levied shall not exceed the authorized maximum special tax to be levied pursuant to the Rate and Method of Apportionment ("RMA"); and

WHEREAS, the Riverside County Auditor-Controller's Office requires the adoption of a resolution for submission with the annual special taxes for placement on the Riverside County property tax bills; and

WHEREAS, the maximum special tax for developed and undeveloped property has been established by the RMA in three zones; Zone A, Zone B, and Zone C. Zone A fulfilled the special tax obligation in 2009/10 and is no longer subject to the special tax. The developed and undeveloped rates for Zone B were set at $12,000 and $6,485, respectively and the developed and undeveloped rates for Zone C were set at $8,000 and $2,690, respectively. Per the RMA, the maximum annual special tax shall increase by an amount equal to two percent (2%) of the Maximum Special Tax in effect for the prior fiscal year in order to meet the annual special tax requirement; and

WHEREAS, the calculation of the special tax is in compliance with the laws pertaining to the levy of the special tax; and

WHEREAS, the City has prepared and submitted the Preliminary Annual Special Tax Report ("Report") for fiscal year ("FY") 2013/14, which fully sets forth all information concerning the District. The Report is on file in the office of the City Treasurer and is incorporated herein by this reference; and

WHEREAS, following the submission of the annual special taxes to the Riverside County Auditor-Controller's Office, the City shall prepare and file in the office of the City Treasurer the final Report, which shall identify the final calculation of the applied annual special tax rate, in an amount not to exceed the maximum special tax rate.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

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

2. That the Report for FY 2013/14, as on file in the office of the City Treasurer, is hereby received and filed.

3. That this legislative body hereby authorizes the City Treasurer to levy the special tax in accordance with the RMA as required to cover the annual debt service of CFD No. 3, up to the maximum special tax requirement as set forth in the Report and hereby is levied during FY 2013/14 against the parcels within the District, excluding parcels not subject to the special tax.

APPROVED AND ADOPTED this 25th day of June, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-50 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

City of Moreno Valley

Boundary Map

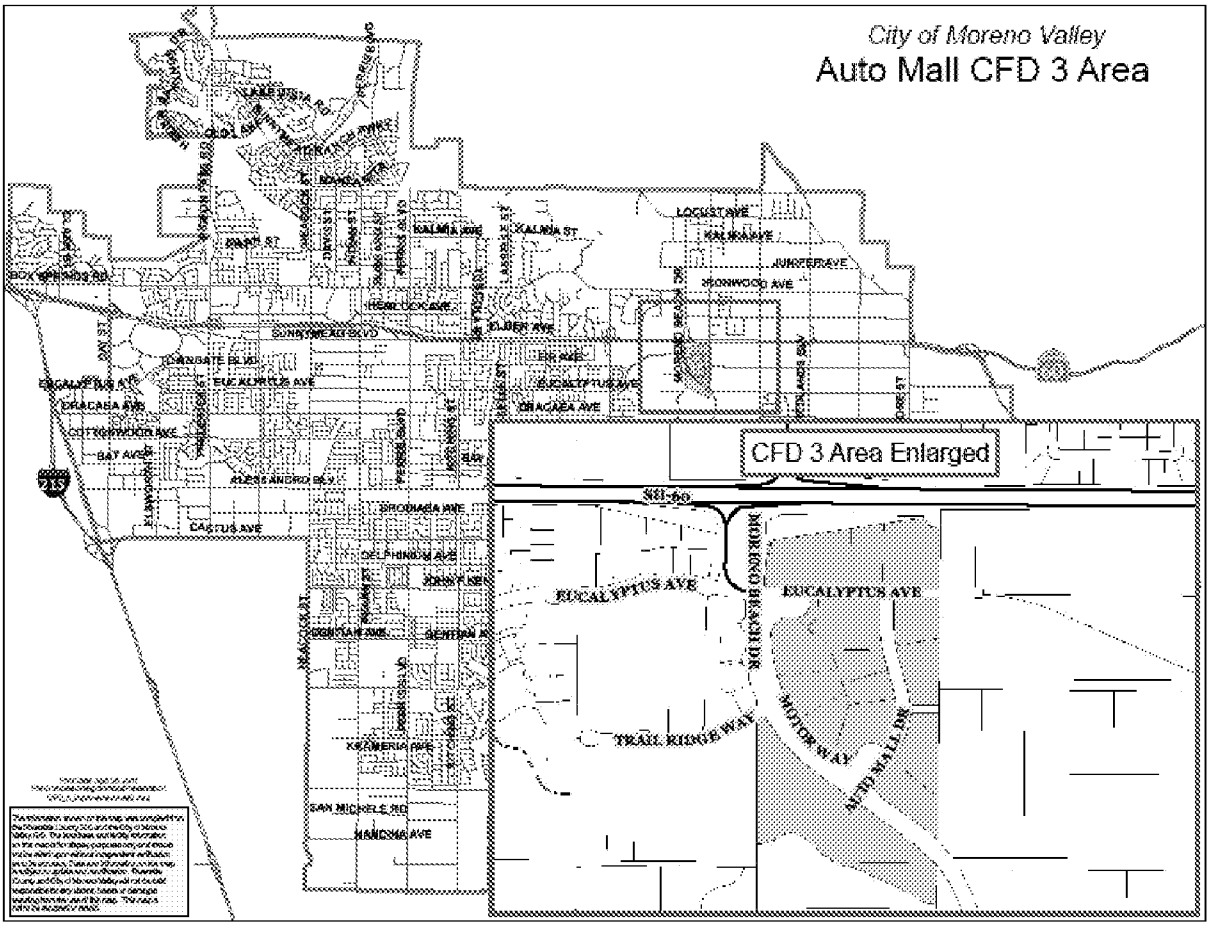

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council Acting in its Capacity as the Legislative Body of the Moreno Valley Community Facilities District No. 87-1 (Towngate)

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 25, 2013

TITLE: APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14

RECOMMENDED ACTION

Recommendation:

1. Acting in its capacity as the legislative body of the Moreno Valley Community Facilities District No. 87-1 (Towngate) adopt Resolution No. 2013-51. A Resolution of the City Council of the City Of Moreno Valley, California, Approving the Calculation of the Maximum Special Tax Rate For Community Facilities District No. 87-1 (Towngate) for Fiscal Year 2013/14.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable

BACKGROUND

As part of the formation proceedings, Moreno Valley Community Facilities District (CFD) No. 87-1 (Towngate) ("CFD No. 87-1" or "District") was authorized to issue bonds. In April 1988, the Series A Bonds were sold in the amount of $9,000,000 to finance certain public infrastructure improvements. The Series B Bonds were sold in August 1991 in the amount of $12,000,000 to fund the remaining improvements within CFD No. 87-1.

In May of 1994, the legislative body of CFD No. 87-1 adopted Resolution 94-28 to approve the issuance of the Special Tax Refunding Series A ($14,170,000) and Series

B ($8,530,000) Bonds, which were sold on June 24, 1994. These bonds are collectively known as the "Prior Bonds".

In October of 2007, the legislative body of CFD No. 87-1 adopted Resolution No. 2007-119 to authorize the issuance of 2007 Special Tax Refunding Bonds ("Bonds") for CFD No. 87-1. On November 29, 2007, $10,665,000 of CFD No. 87-1 Bonds were sold. The issuance of the Bonds accomplished a net reduction in the debt service requirement from the Prior Bonds due to receiving a favorable interest rate.

CFD No. 87-1 was established to finance the capital costs for roadway improvements, including grading, paving, sewers, sidewalks, landscaping, etc. Bonds were issued to provide funding for these improvements. Construction and acquisition of public improvements within CFD No. 87-1 have been completed for more than a decade.

DISCUSSION

Calculation of the Maximum Special Tax Rate

The Bonds are special obligations of CFD No. 87-1 and are payable solely from and secured by revenues derived from certain annual Special Taxes levied on and collected from the taxable properties within CFD No. 87-1. Ordinance No. 151, as adopted on December 8, 1987, authorizes the legislative body by resolution to annually determine the special tax to be levied in the District. The special tax to be levied shall not exceed the maximum special tax rate authorized to be levied pursuant to the Rate and Method of Apportionment ("RMA").

The legislative body shall authorize the City Treasurer to levy the special tax in accordance with the RMA for CFD No. 87-1. The maximum special tax rate for CFD No. 87-1 is $11,500 per net acre. Subsequent increases in the maximum special tax rate, not addressed in the original CFD Report, will be subject to a two-thirds voter approval of the property owners within the District. The maximum special tax rate is uniformly applied to developed property and may only be applied to undeveloped property if the maximum special tax levy on the developed property is insufficient to cover the annual special tax requirement.

The former Community Redevelopment Agency ("Agency") entered into an agreement with the City on behalf of CFD No. 87-1, entitled "Agency Towngate Agreement," under which the Agency agreed to make payments to CFD No. 87-1 derived from tax increment revenues from the Project Area. Given the dissolution of the Agency and process established to discharge its obligations (California Legislature approval of trailer bills AB 1x 26 and AB 1x 27, June 2011), every six months, the City, as Successor Agency submits to the Department of Finance ("DOF") a Recognized Obligation Payment Schedule ("ROPS"), which includes payment of available tax increment ("TI") towards the CFD No. 87-1 special tax. The DOF has approved the payment of TI for this purpose through December 2013. In the event the DOF does not approve payment of TI after December 2013, there are available funds in the Reserve Account, held by trust, to cover the special tax obligation. If future TI is unavailable, future debt service payment obligations would be met through the collection of the special taxes.

The special tax will be collected on the annual Riverside County property tax bills. Only taxable parcels within the boundaries of CFD No. 87-1 shall be subject to the special tax to repay the bonded indebtedness.

Annual Accountability Report
California Government Code Sections 53410 and 53411 ("Code Sections") state that any local bond measure that is subject to voter approval that would provide for the sale of bonds by a local agency shall provide accountability measures that include, but are not limited to, filing an Annual Accountability Report. The report shall be filed with its governing body by the chief fiscal officer of the issuing agency at least once a year. The Annual Accountability Report shall contain the specific purpose of the bonds, both the amount of funds collected and expended, and the status of any project required or authorized to be funded as identified in the statement indicating the specific purpose of the bonds.

The Annual Special Tax Report and the Annual Accountability Report have been consolidated into the Preliminary FY 2013/14 Annual Special Tax and Bond Accountability Report ("Report"), which is on file in the office of the City Treasurer. The Final Report will be filed with the City Treasurer after the Riverside County Auditor-Controller's Office has accepted the special taxes for placement on the property tax bills.

ALTERNATIVES

1. **Approve and adopt the proposed resolution** approving the calculation of the maximum special tax rate for Moreno Valley Community Facilities District No. 87-1 for FY 2013/14. A*pproval of the resolution will allow for the collection of the special taxes necessary to cover the annual debt service requirement for CFD No. 87-1 and to ensure compliance with the Code Sections*.

2. **Do not approve or adopt the proposed resolution** approving the calculation of the maximum special tax rate for Moreno Valley Community Facilities District No. 87-1 for FY 2013/14. *If the special tax levy was not approved, there may be a shortage of funds necessary to cover the annual debt service requirement for CFD No. 87-1. The Reserve Fund would be used to cover the shortfall and a technical default would occur. Default to bondholders may significantly impact the City of Moreno Valley's reputation in the bond market, thereby, possibly affecting viability of future bond sales. Failure to file the Report would be a violation of the Code Sections.*

FISCAL IMPACT

There are no General Fund expenditures involved with the special tax obligation for CFD No. 87-1. Funds collected through CFD No. 87-1 are restricted funds and may only be used to pay the annual special tax requirement for the District.

The fiscal impact will be a special tax applied to the FY 2013/14 property tax bill for each taxable parcel within the boundary of CFD No. 87-1. The use of tax increment, as defined in various Owner Participation Agreements, may offset the special taxes. The amounts of these individual charges are reported in the Report, which is on file in the office of the City Treasurer.

CITY COUNCIL GOALS

Revenue Diversification and Preservation

Special taxes necessary to repay the CFD No. 87-1 bonded indebtedness shall be collected and accounted for in accordance with the provisions outlined within the RMA and the Bond Indenture.

SUMMARY

The City Council, acting in its capacity as the legislative body of the CFD No. 87-1, shall consider adopting the Resolution to approve the calculation of the CFD No. 87-1 maximum special tax rate for FY 2013/14 and submittal of the Annual Accountability Report in compliance with Code Sections 53410 and 53411. Approval of the Resolution will authorize the City Treasurer to levy the special tax in accordance with the RMA for CFD No. 87-1.

NOTIFICATION

Not applicable

ATTACHMENTS

Attachment 1 Resolution approving the calculation of the maximum special tax rate for CFD No. 87-1 for FY 2013/14
Attachment 2 Boundary Map of Community Facilities District No. 87-1

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Richard Teichert,
Chief Financial Officer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM SPECIAL TAX RATE FOR COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) FOR FISCAL YEAR 2013/14

WHEREAS, the CITY COUNCIL of the CITY OF MORENO VALLEY, CALIFORNIA, formed Community Facilities District No. 87-1 (Towngate) ("CFD No. 87-1" or "District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Resolution No. 88-13 establishing the terms and conditions pertaining to the issuance of the $9,000,000 of CFD No. 87-1 Special Tax Bonds, Series "A" ("1988 Bonds"); and, adopted Resolution No. 91-90 establishing the terms and conditions pertaining to the issuance of the $12,000,000 CFD No. 87-1 Special Tax Bonds, Series "B" ("1991 Bonds"); and

WHEREAS, the District, did previously adopt Resolution No. 94-28, which established the terms and conditions pertaining to the issuance of the CFD No. 87-1 $14,170,000 Special Tax Refunding Bonds, Series A ("1994 Series A Bonds") and $8,530,000 Special Tax Refunding Bonds, Series B ("1994 Series B Bond") (collectively, the "Prior Bonds"); and

WHEREAS, the legislative body of the District determined that it would be prudent in the management of the fiscal affairs of the District to proceed with issuing bonds for the purpose of refunding the Prior Bonds; and

WHEREAS, this legislative body, approved Resolution No. 2007-119 to authorize the issuance of 2007 Special Tax Refunding Bonds for CFD No. 87-1, which were sold on November 29, 2007, at $10,665,000; and

WHEREAS, this legislative body approved the Bond Indenture to establish the terms and conditions pertaining to the issuance of the 2007 Special Tax Refunding Bonds; and

WHEREAS Ordinance No. 151 authorizes the City Council, by resolution, to annually determine the special tax to be levied in the District; provided, however the special tax to be levied shall not exceed the authorized maximum special tax to be levied pursuant to the Rate and Method of Apportionment ("RMA"); and

WHEREAS, the Riverside County Auditor-Controller's Office requires the adoption of a resolution for submission with the annual special taxes for placement on the Riverside County property tax bills; and

WHEREAS, the maximum special tax rate for CFD No. 87-1 is $11,500 per net acre. There is no escalator clause for the CFD No. 87-1 special tax rate; and

WHEREAS, the calculation of the special tax is in compliance with the laws pertaining to the levy of the special tax; and

WHEREAS, California Government §53410 requires that *on or after January 1, 2001, any local bond measure that is subject to voter approval that would provide for the sale of bonds by a local agency shall provide accountability measures*; and

WHEREAS, California Government §53411 requires that *the chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter*; and

WHEREAS, the City has prepared and submitted the Preliminary Annual Special Tax Report ("Report") for fiscal year ("FY") 2013/14, which fully sets forth all information concerning the District. The Report is on file in the office of the City Treasurer and is incorporated herein by this reference; and

WHEREAS, following the submission of the annual special taxes to the Riverside County Auditor-Controller's Office, the City shall prepare and file in the office of the City Treasurer the final Report, which shall identify the final calculation of the applied annual special tax rate, in an amount not to exceed the maximum special tax rate.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

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

2. That the Report for FY 2013/14, on file in the office of the City Treasurer, is hereby received and filed.

3. That this legislative body hereby submits the Report in compliance with the above mentioned Government Code Sections, and that the Report shall remain on file in the office of the City Treasurer for review by the public upon request.

4. That this legislative body hereby authorizes the City Treasurer to levy the special tax in accordance with the RMA required to cover the annual debt service of CFD No. 87-1, up to the maximum special tax requirement as set forth in the Report

and hereby is levied during FY 2013/14 against the parcels within the District, excluding parcels not subject to the special tax.

APPROVED AND ADOPTED this 25th day of June, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-51 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

City of Moreno Valley

Boundary Map

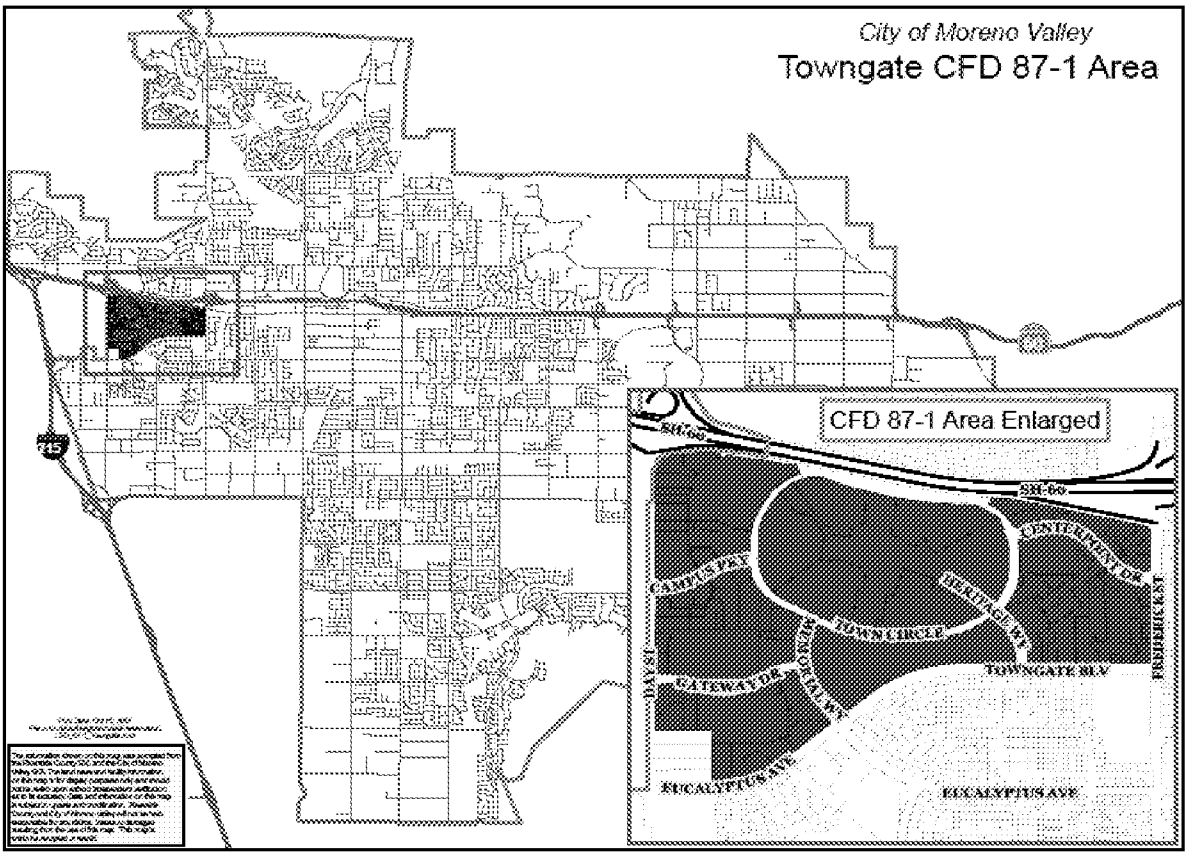

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council Acting in its Capacity as the Legislative Body of the Moreno Valley Community Facilities District No. 87-1 (Towngate), Improvement Area No. 1

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 25, 2013

TITLE: APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) IMPROVEMENT AREA NO. 1 MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14

RECOMMENDED ACTION

Recommendation:

1. Acting in its capacity as the legislative body of the Moreno Valley Community Facilities District (CFD) No. 87-1, Improvement Area No. 1 to adopt Resolution No. 2013-52 approving the calculation of the maximum special tax rate for Community Facilities District No. 87-1 (Towngate) Improvement Area No. 1 for fiscal year 2013/14. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Maximum Special Tax Rate for Community Facilities District No. 87-1 (Towngate) Improvement Area No. 1 For Fiscal Year 2013/14.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable

BACKGROUND

As part of the formation proceedings, CFD No. 87-1, Improvement Area No. 1 was authorized to issue bonds. On March 23, 1993, the Moreno Valley City Council approved Resolution No. 93-16 to authorize the issuance of $5,000,000 in bonds for the City of Moreno Valley Community Facilities District No. 87-1 (Towngate) Improvement Area No. 1 ("CFD No. 87-1 IA 1" or "District"), which were sold on June 24, 1994. The

bonds contained a capitalized interest component, which precluded the necessity to levy a Special Tax for FY 1993/94; therefore, FY 1994/95 was the first year for a Special Tax levy.

In October of 2007, the legislative body of CFD No. 87-1 IA 1 adopted Resolution No. 2007-120 to authorize the issuance of 2007 Special Tax Refunding Bonds ("Bonds") for CFD No. 87-1 IA 1. On November 29, 2007, $4,075,000 of CFD No. 87-1 IA 1 Bonds were sold. The issuance of the Bonds accomplished a net reduction in the debt service requirement from the refunded bonds as a result of receiving a favorable interest rate.

CFD No. 87-1 IA 1 was established to finance the acquisition, construction, and/or installation of public facilities, which include sewer and water improvements, traffic signals, freeway ramps and land for a detention basin. Bonds were issued to provide funding for these improvements. Construction and acquisition of public improvements within CFD No. 87-1 IA 1 have been completed for more than a decade.

DISCUSSION

Calculation of the Maximum Special Tax Rate

The Bonds are special obligations of CFD No. 87-1 IA 1 and are payable solely from and secured by revenues derived from certain annual Special Taxes levied on and collected from the taxable properties within CFD No. 87-1 IA 1. Ordinance No. 392, as adopted on March 23, 1993, authorizes the legislative body by resolution to annually determine the special tax to be levied in the District to meet the special tax requirement for CFD No. 87-1 IA 1. The special tax to be levied shall not exceed the maximum special tax rate authorized to be levied pursuant to the Rate and Method of Apportionment ("RMA").

The legislative body shall authorize the City Treasurer to levy the special tax in accordance with the RMA for CFD No. 87-1 IA 1. The special tax will be levied on taxable parcels within the boundaries of the District and collected on the annual Riverside County property tax bills. Special taxes for CFD No. 87-1 IA 1 shall be levied at a uniform rate per taxable acre on all parcels within one of two tax rate areas. Tax Rate Area 1 is responsible for 59% of the special tax levy up to the maximum special tax rate of $4,450 per taxable acre. Tax Rate Area 2 is responsible for 41% of the special tax levy up to a maximum special tax rate of $3,850 per taxable acre. Subsequent increases in the maximum special tax rate, not addressed in the RMA, will be subject to a two-thirds voter approval of the property owners within the District.

The former Community Redevelopment Agency ("Agency") entered into an agreement with the City on behalf of CFD No. 87-1 IA 1, entitled "Agency Improvement Area Agreement," under which the Agency agreed to make payments to CFD No. 87-1 IA 1 derived from tax increment revenues from the Project Area. Given the dissolution of the Agency and process established to discharge its obligations (California Legislature approval of trailer bills AB 1x 26 and AB 1x 27, June 2011), every six months, the City, as Successor Agency submits to the Department of Finance ("DOF") a Recognized Obligation Payment Schedule ("ROPS"), which includes payment of available tax

increment ("TI") towards the CFD No. 87-1 IA 1 special tax. The DOF has approved the payment of TI for this purpose through December 2013. In the event the DOF does not approve payment of TI after December 2013, there are available funds in the Reserve Account, held by trust, to cover the special tax obligation. If future TI is unavailable, future debt service payment obligations would be met through the collection of the special taxes.

Annual Accountability Report
California Government Code Sections 53410 and 53411 ("Code Sections") state that any local bond measure that is subject to voter approval that would provide for the sale of bonds by a local agency shall provide accountability measures that include, but are not limited to, filing an Annual Accountability Report. The report shall be filed with its governing body by the chief fiscal officer of the issuing agency at least once a year. The Annual Accountability Report shall contain the specific purpose of the bonds, both the amount of funds collected and expended, and the status of any project required or authorized to be funded as identified in the statement indicating the specific purpose of the bonds.

The Annual Special Tax Report and the Annual Accountability Report have been consolidated into the Preliminary FY 2013/14 Annual Special Tax and Bond Accountability Report ("Report"), which is on file in the office of the City Treasurer. The Final Report will be filed with the City Treasurer after the Riverside County Auditor-Controller's Office has accepted the special taxes for placement on the property tax bills.

ALTERNATIVES

1. **Approve and adopt the proposed resolution** approving the calculation of the maximum special tax rate for CFD No. 87-1 IA 1 for FY 2013/14. *Approval of the resolution will allow for the collection of funds necessary to pay the annual debt service on* CFD No. 87-1 IA 1 *Bonds and ensure compliance with the Code Sections.*

2. **Do not approve or adopt the proposed resolution** to approve the calculation of the maximum special tax rate for CFD No. 87-1 IA 1 for FY 2013/14. *By not approving the resolution, the District is unable to collect special taxes, which may cause a shortage of funds necessary to pay the annual debt service on* CFD No. 87-1 IA 1. *Bond reserves would need to be used to cover the shortfall and a technical default would occur. Default to bondholders may significantly impact the City of Moreno Valley's reputation in the bond market, thereby, possibly affecting the viability of future bond sales. Failure to allow for the filing of the Annual Accountability Report would be a violation of the Code Sections.*

FISCAL IMPACT

The funds collected through the CFD No. 87-1 IA 1 are restricted funds, which may only be used to pay the annual special tax requirement for CFD No. 87-1 IA 1. There are no general fund expenditures involved with this special tax obligation.

The fiscal impact will be a maximum special tax applied to the 2013/14 property tax bill for each taxable parcel within the boundary of CFD No. 87-1 IA 1. The amounts of the individual charges are reported in the Report on file in the office of the City Treasurer.

CITY COUNCIL GOALS

Revenue Diversification and Preservation

Special taxes necessary to repay the CFD No. 87-1 IA 1 bonded indebtedness shall be collected and accounted for in accordance with the provisions outlined within the RMA and the Bond Indenture.

SUMMARY

City Council, acting in its capacity as the legislative body of the CFD No. 87-1 IA 1, shall consider approving and adopting the Resolution to approve the calculation of the maximum special tax rate for CFD No. 87-1 IA 1 for FY 2013/14 and submittal of the Annual Accountability Report in compliance with the Code Sections. Approval of the Resolution will authorize the City Treasurer to levy the special tax in accordance with the RMA for CFD No. 87-1 IA 1.

NOTIFICATION

Not Applicable

ATTACHMENTS

Attachment 1 Resolution approving the calculation of the maximum special tax rate for CFD No. 87-1 IA 1 for FY 2013/14
Attachment 2 Boundary Map of Community Facilities District No. CFD No. 87-1 IA 1

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Richard Teichert,
Chief Financial Officer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:

Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM SPECIAL TAX RATE FOR COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) IMPROVEMENT AREA NO. 1 FOR FISCAL YEAR 2013/14

WHEREAS, the CITY COUNCIL of the CITY OF MORENO VALLEY, CALIFORNIA, formed City of Moreno Valley Community Facilities District No. 87-1 (Towngate) Improvement Area No. 1 ("CFD No. 87-1 IA 1" or "District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Resolution No. 93-16 approving the Bond Indenture terms and conditions pertaining to the issuance of the $5,000,000 CFD No. 87-1 IA 1 Special Tax Bonds ("Original Bonds"); and

WHEREAS, the legislative body of the District determined that it would be prudent in the management of the fiscal affairs of the District to issue bonds for the purpose of refunding the Original Bonds; and

WHEREAS, on October 27, 2007, the legislative body adopted Resolution No. 2007-120, which authorized the issuance of Special Tax Refunding Bonds for the District to accomplish a net reduction in the debt service requirement, and approved the Bond Indenture terms and conditions pertaining to the issuance of $4,075,000 for CFD No. 87-1 IA 1; and

WHEREAS, Ordinance No. 392 authorizes the City Council, by resolution, to annually determine the special tax to be levied in the District; provided, however the special tax to be levied shall not exceed the authorized maximum special tax to be levied pursuant to the Rate and Method of Apportionment ("RMA"); and

WHEREAS, the maximum special tax rate for CFD No. 87-1 IA 1 will be uniformly applied to the property in an amount not to exceed $4,450 per net acre for Tax Rate Area 1 and shall not exceed $3,850 per net acre for Tax Rate Area 2. There is no escalator clause for the special tax rates; and

WHEREAS, the calculation of the special tax is in compliance with the laws pertaining to the levy of the special tax; and

WHEREAS, the Riverside County Auditor-Controller's Office requires the adoption of a resolution for submission with the annual special taxes for placement on the Riverside County property tax bills; and

WHEREAS, California Government §53410 requires that o*n or after January 1, 2001, any local bond measure that is subject to voter approval that would provide for the sale of bonds by a local agency shall provide accountability measures*; and

WHEREAS, California Government §53411 requires that *the chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter*; and

WHEREAS, the City has prepared and submitted the Preliminary Annual Special Tax Report ("Report") for fiscal year ("FY") 2013/14, which fully sets forth all information concerning the District. The Report is on file in the office of the City Treasurer and is incorporated herein by this reference; and

WHEREAS, following the submission of the annual special taxes to the Riverside County Auditor-Controller's Office, the City shall prepare and file in the office of the City Treasurer the final Report, which shall identify the final calculation of the applied annual special tax rate, in an amount not to exceed the maximum special tax rate.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

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

2. That the Report for FY 2013/14, on file in the Office of the City Treasurer, is hereby received and filed.

3. That this legislative body hereby submits the Report in compliance with the above mentioned Government Code Sections, and that the Report shall remain on file in the office of the City Treasurer for review by the public upon request.

4. That this legislative body hereby authorizes the City Treasurer to levy the special tax in accordance with the RMA required to cover the annual debt service of CFD No. 87-1 IA 1 up to the maximum special tax requirement as set forth in the Report and hereby is levied during FY 2013/14 against the parcels within the District, excluding parcels not subject to the tax.

APPROVED AND ADOPTED this 25th day of June, 2013.

MV00207228

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00207229

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-52 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

City of Moreno Valley

Boundary Map

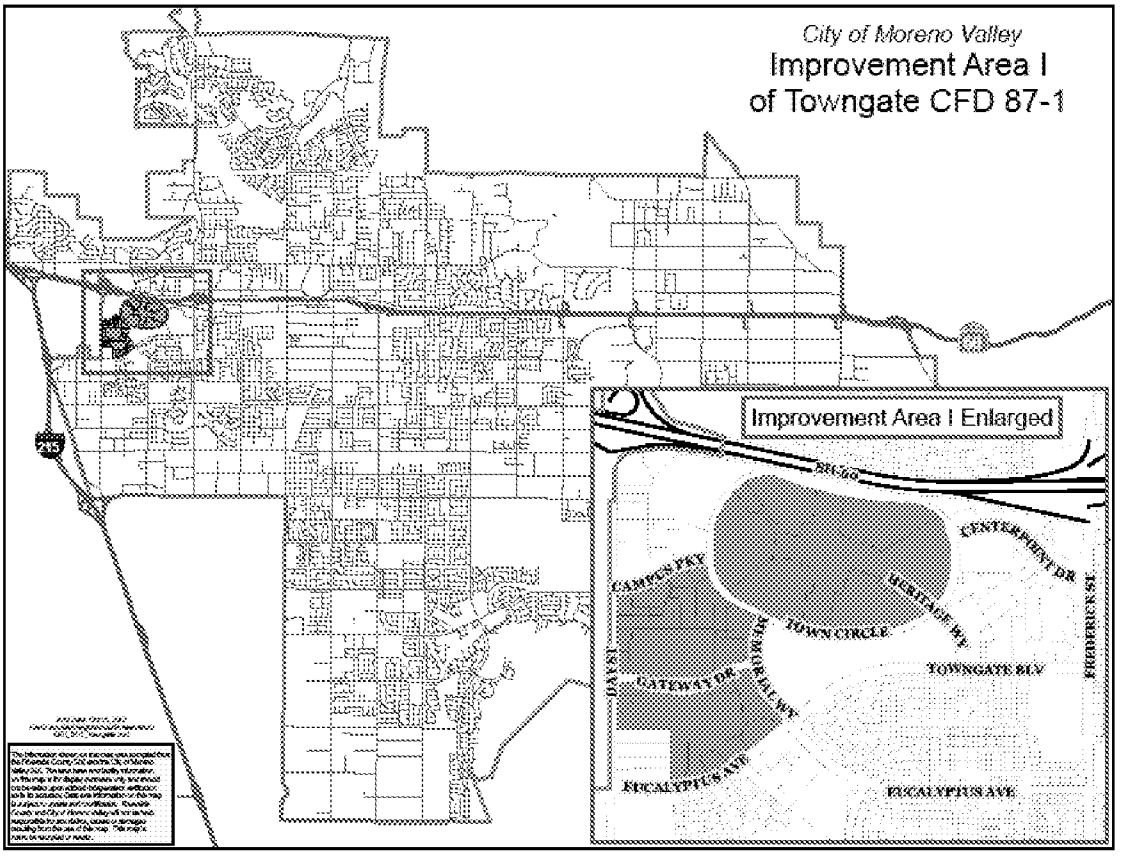

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMG
CITY MANAGER	

Report to City Council

TO: Mayor and City Council Acting in itsCapacity as the Legislative Body of Moreno Valley Community Facilities District No. 5

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 25, 2013

TITLE: APPROVAL OF THE CALCULATION OF THE MAXIMUM SPECIAL TAX RATE FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 5 FOR FISCAL YEAR 2013/14

RECOMMENDED ACTION

Recommendation:

1. Acting in its capacity as the legislative body of Moreno Valley Community Facilities District No. 5 adopt Resolution No. 2013-53 approving the calculation of the maximum special tax ratefor Moreno Valley Community Facilities District No. 5 for fiscal year 2013/14.A Resolution Of The City Council Of The City Of Moreno Valley, California, Approving The Calculation Of The Maximum Special Tax Rate For Moreno Valley Community Facilities District No. 5 For Fiscal Year 2013/14

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable

BACKGROUND

Community Facilities District No. 5 ("CFD No. 5" or "District") consists of Stoneridge Towne Centre, which is zoned for commercial/retail use. The site, located at the northeast corner of the Nason Street and Fir Avenue, is approximately 64 gross acres, of which 33 are net taxable acres.

On October 25, 2005, City Council adopted Resolution No. 2005-104 to form CFD No. 5 to finance the capital costs related to the Stoneridge Towne Centre commercial

development for street improvements (Nason Street, Dracaea Avenue, Eucalyptus Avenue, and Fir Avenue), traffic signals, water, sewer, drainage, and electrical improvements.

The special tax is applied only to those taxable parcels within the District boundaries, excluding parcels not subject to the special tax. The special tax obligation for parcels owned by Target Corp and KohlsDept Stores, Inc has been prepaid, as such these parcels are no longer subject to the special tax. The special tax is levied on taxable parcels on the annual Riverside County property tax bills.

California Government Code Sections 53410 and 53411 ("Code Sections") state that any local bond measure that is subject to voter approval that would provide for the sale of bonds by a local agency shall provide accountability measures that include, but are not limited to, the chief fiscal officer of the issuing local agency filing an Annual Accountability Report with its governing body at least once a year. The Annual Accountability Report shall contain the specific purpose of the bonds, both the amount of funds collected and expended, and the status of any project required or authorized to be funded as identified in the statement indicating the specific purpose of the bonds.

DISCUSSION

Each year during the term of the debt, an Annual Special Tax Report is filed with the City Council. Detailed within the Preliminary Annual Special Tax Report are the total annual debt service, administrative requirements, and the calculation of the special tax levy, as per the rate and method of apportionment ("RMA"), to meet the fiscal year ("FY") 2013/14 special tax requirement.

The CFD No. 5 Annual Accountability Reportprovides the following accountability measure as required by the Code Sections:

a) The amount of funds collected and expended; and
b) The status of the project.

The Annual Special Tax Report and the Annual Accountability Report have been consolidated into the FY 2013/14Annual Special Tax andBond Accountability Report, which is on file in the office of the City Treasurer. A final Report will be filed with the City Treasurer after the Riverside County Auditor-Controller's Office has accepted the special taxes for placement on the property tax bills.

Ordinance No. 701, adopted on November 8, 2005, authorizes the legislative body, by resolution, to annually determine the special tax to be levied in the District; provided, however, the special tax to be levied shall not exceed the maximum special tax authorized to be levied pursuant to the RMA.

The maximum annual special tax for developed and undeveloped property has been established by the RMA at $10,652.00 per acre for FY 2006/07. Per the RMA, the maximum annual special tax shall be increased by an amount equal to two percent (2%)

each fiscal year in order to meet the annual special tax requirement. The maximum special tax rate for FY 2013/14 is $12,235.77 per acre. Subsequent increases, not already addressed in the RMA, will be subject to a two-thirds approval of the property owners.

ALTERNATIVES

1. **Approve and adopt the proposed resolution**approvingthe calculation of the maximum special tax rate for Moreno Valley Community Facilities District No. 5 for FY 2013/14. A*pproval of the resolution will allow for the collection of the special taxes necessary to cover the annual debt service requirement for CFD No. 5 and to ensure compliance with the Code Sections*.

2. **Do not approve or adopt the proposed resolution**approvingthe calculation of the maximum special tax rate for Moreno Valley Community Facilities District No. 5 for FY 2013/14.*If the special tax levy was not approved, there may be a shortage of funds necessary to cover the annual debt service requirement for CFD No. 5. The Reserve Fund would be used to cover the shortfall and a technical default would occur. Default to bondholders may significantly impact the City of Moreno Valley's reputation in the bond market, thereby, possibly affecting viability of future bond sales. Failure to file the Annual Special Tax and Bond Accountability Report would be a violation of the Code Sections.*

FISCAL IMPACT

There is no fiscal impact on the General Fund associated with the annual special tax requirement orfor the filing of the Annual Special Tax and Bond Accountability Report for CFD No. 5. The fiscal impact will be a special tax applied to the FY 2013/14 Riverside County property tax bills for those parcels subject to the CFD No. 5 special tax. The special tax levied on properties within the boundaries of CFD No. 5 can only be used to cover the annual special tax requirement for the District.

CITY COUNCIL GOALS

Revenue Diversification and Preservation

Special taxes necessary to cover the annual debt service for CFD No. 5 shall be collected in accordance with the provisions outlined within the RMA.

SUMMARY

The City Council acting in its capacity as the legislative body of CFD No. 5shall consider authorizing the City Treasurer to levy the special tax in accordance with the RMA to cover the FY 2013/14 special tax requirement for CFD No. 5 to provide funding for the annual debt service and administrative expenses.

NOTIFICATION

Not applicable

ATTACHMENTS

Attachment 1 Resolution approvingthe calculation of the maximum special tax rate for CFD No. 5 for FY 2013/14
Attachment 2 Boundary Map of Community Facilities District No. 5

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM SPECIAL TAX RATE FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 5 FOR FISCAL YEAR 2013/14

WHEREAS, the CITY COUNCIL of the CITY OF MORENO VALLEY, CALIFORNIA, did form Community Facilities District No. 5 ("CFD No. 5" or "District") pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Ordinance No. 701 ("Ordinance") to authorize a levy of a special tax within CFD No. 5; and

WHEREAS, on May 31, 2007, the City of Moreno Valley issued the Community Facilities District No. 5, 2007 Special Tax Bonds in the amount of $5,870,000; and

WHEREAS, the Ordinance authorizes the legislative body, by resolution, to annually determine the special tax to be levied in the District; provided, however, the special tax to be levied shall not exceed the maximum special tax rate authorized to be levied pursuant to the Rate and Method of Apportionment ("RMA"); and

WHEREAS, the Riverside County Auditor-Controller's Office requires the adoption of a resolution for submission with the annual special taxes for placement on the Riverside County property tax bills; and

WHEREAS, the maximum annual special tax for developed and undeveloped property has been established by the RMA at $10,652.00 per acre for FY 2006/07. Per the RMA, the maximum annual special tax shall be increased by an amount equal to two percent (2%) each fiscal year in order to meet the annual special tax requirement; and

WHEREAS, the calculation of the special tax is in compliance with laws pertaining to the levy of the special taxes; and

WHEREAS, the special tax is levied without regard to property valuation; and

WHEREAS, Government Code §53410 requires that on or after January 1, 2001, any bond measure that is subject to voter approval that would provide for the sale of bonds by a local agency shall provide accountability measures; and

WHEREAS, Government Code §54311 requires the chief fiscal officer of the issuing local agency to file an Annual Accountability Report with its governing body no later than January 1, 2002, and at least once a year thereafter; and

WHEREAS, The City has prepared and submitted the Preliminary Special Tax and Bond Accountability Report ("Report") for fiscal year ("FY") 2013/14; and a copy of said Report is on file in the office of the City Treasurer and is incorporated herein by this reference as if fully set forth; and

WHEREAS, following the submission of the annual special taxes to the Riverside County Auditor-Controller's Office, the City shall prepare and file in the office of the City Treasurer the final Report, which shall identify the final calculation of the applied annual special tax rate, in an amount not to exceed the maximum special tax rate.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

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

2. That the Report for FY 2013/14, as on file in the office of the City Treasurer, is hereby received and filed.

3. That this legislative body hereby submits the Report in compliance with the above mentioned Government Code Sections, and that the Report shall remain on file in the office of the City Treasurer for review by the public upon request.

4. That this legislative body hereby authorizes the City Treasurer to levy the special tax in accordance with the RMA, as required to cover the annual special tax requirement, up to the maximum special tax rate, for CFD No. 5 as set forth in the Report and hereby is levied during FY 2013/14 against the parcels within the District, excluding parcels not subject to the special tax.

APPROVED AND ADOPTED this 25th day of June, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-53 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

PROPOSED BOUNDARY OF
COMMUNITY FACILITIES DISTRICT No. 5 OF THE CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

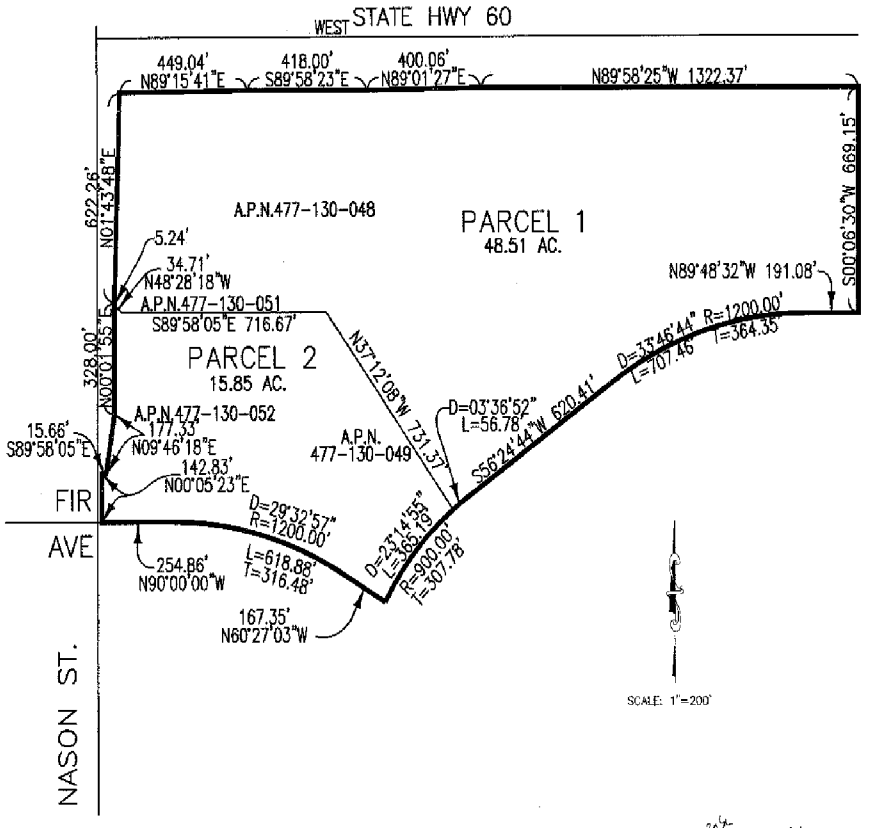

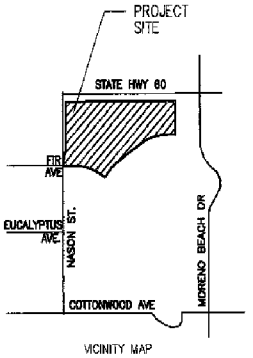

VICINITY MAP
NO SCALE

LEGEND

DISTRICT BOUNDARY

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS 20th DAY OF June 2005.

CITY CLERK OF THE CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 5 CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, AT A REGULARLY SCHEDULED MEETING THEREOF, HELD ON THE 13th DAY OF September 2005, BY ITS RESOLUTION No. 2005-78

CITY CLERK OF THE CITY OF MORENO VALLEY

FILED THIS 20th DAY OF September 2005, AT THE HOUR OF 8 O'CLOCK A.M. IN BOOK 64 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE NOS. 20 THROUGH — AS INSTRUMENT NO. 2005-0785524 IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER OF THE COUNTY OF RIVERSIDE

FEE $ 7.—

REFERENCE THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS

PROPOSED BOUNDARY MAP

Community Facilities District No. 5
of the City of Moreno Valley
County of Riverside, California

Sheet 1 OF 1

HARRIS & ASSOCIATES
34 Executive Park, Suite 150
Irvine, CA 92614
(949) 655-3900 • FAX (949) 655-3595

04/22/05

D:\Moreno Valley\CFD\GIS\Map\CFD No 5 – Shoreridge Ranch.dwg

64/20

CITY

PROPOSED BOUNDARY OF

COMMUNITY FACILITIES DISTRICT No. 5 OF THE CITY OF MORENO VALLEY

COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

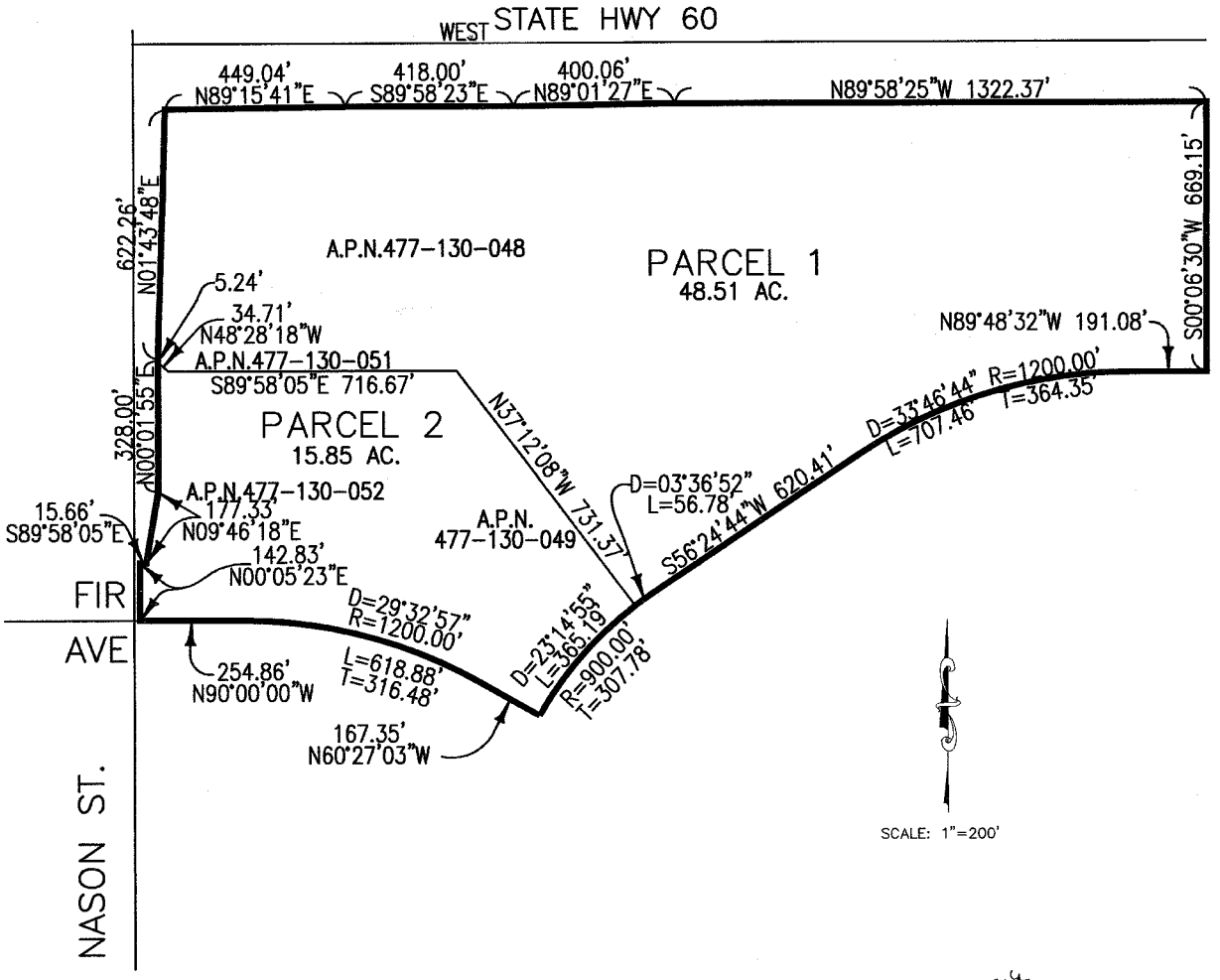

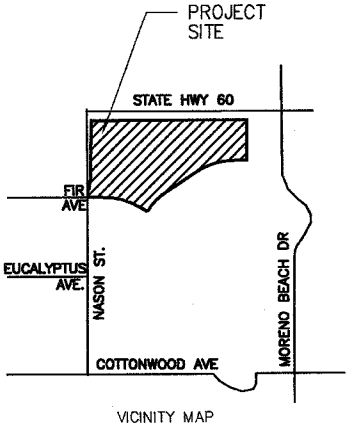

VICINITY MAP
NO SCALE

LEGEND

DISTRICT BOUNDARY

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS 20th DAY OF September 2005.

Marcia Ayars
CITY CLERK OF THE CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 5 CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY: AT A REGULARLY SCHEDULED MEETING THEREOF, HELD ON THE 13th DAY OF September, 2005. BY ITS RESOLUTION No. 2005-78.

Marcia Ayars
CITY CLERK OF THE CITY OF MORENO VALLEY

FILED THIS 22nd DAY OF September, 2005. AT THE HOUR OF 8 O'CLOCK A.M. IN BOOK 64 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE NOS. 20 THROUGH — AS INSTRUMENT NO. 2005-0789529 IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER OF THE COUNTY OF RIVERSIDE

FEE $ 7.—

REFERENCE THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS

PROPOSED BOUNDARY MAP

Community Facilities District No. 5
of the City of Moreno Valley
County of Riverside, California

Sheet 1 OF 1

HARRIS & ASSOCIATES
34 Executive Park, Suite 150
Irvine, CA 92614
(949) 655-3900 ● FAX (949) 655-3995

04/22/05

Q:\Moreno Valley\CFD#5\Map\CFD No 5 – Stoneridge Ranch.dwg

MV00207240

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: John Terell, Interim Community and Economic Development Director

AGENDA DATE: June 25, 2013

TITLE: AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROJECT NO. WQB 12/13 CITY OF MORENO VALLEY LANDSCAPING AND IRRIGATION MAINTENANCE OF THE WATER QUALITY CONTROL BASINS

RECOMMENDED ACTION

Recommendations:

1. Approve the Agreement for WQB-12/13 City of Moreno Valley Landscaping and Irrigation Maintenance of the Water Quality Control Basins with Excel Landscape, Inc., 710 Rimpau Ave., Suite 108, Corona, CA 92879 for landscape maintenance services of the water quality control basins.

2. Authorize the City Manager to execute the Agreement for WQB-12/13 with Excel Landscape, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Excel Landscape, Inc. in the not–to-exceed (NTE) amount of $80,880.00 ($74,880.00 for base and $6,000.00 for additional work).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

BACKGROUND

The City of Moreno Valley provides for landscape maintenance services of the water quality control basins located throughout the City, which are performed via contract services by professionally licensed and insured contractors. Landscape service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement (Agreement). In accordance with the terms of the Agreement, annual extensions of the Agreement (Extension Agreement) may be entered into up to no more than four (4) extensions of the original Agreement, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the City and Contractor, at the base rate as provided in the Agreement, plus an additional amount for extra or unanticipated work (additional work amount) that may be performed during the term of the Agreement plus any applicable Extension Agreement.

The Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. "Base services" include but are not necessarily limited to: mowing/trimming annually of the basin bottoms, removal of the debris and disposal of basin mowed/trimmed vegetation, which includes proper recycling methods, semi-annual inspections, raking of sand beds, scheduled clean out of the forebays and outlet structures in spring and fall, and necessary channel cleanouts, mowing, edging and trimming of turf grass areas in the adjacent landscaped areas, pruning and trimming of shrubs, bushes and ground coverings in adjacent planter areas, litter pick-up and removal of debris in the adjacent landscaped areas, fertilization of turf grass, shrubs/bushes and groundcovers, and pesticide applications. Base services are performed routinely as per the Agreement's frequency of service table and scope of services. "Additional work services" include, but are not necessarily limited to, additional labor and material costs for additional or emergency clean outs of the basins, forebays, outlet structures or channels, irrigation repairs, plant material replacement, fertilizer applications and the addition of water quality basins accepted for maintenance services at the unit prices for additional landscape and basin areas as specified in the Agreement.

DISCUSSION

A request for proposal (RFP) (R.F.P. #12/13-09 – Project No. WQB – 12/13 Water Quality Control Basin Landscape Maintenance) was issued to select a professional landscape maintenance company to provide maintenance of the Water Quality Basins throughout the City (See site map Attachment A for general locations of the water quality basins). This RFP was advertised in *The Press-Enterprise* on February 19, 2013, and February 26, 2013 and posted to the City's website. Representatives from twelve (12) landscape maintenance companies attended the mandatory pre-submittal meeting on February 26, 2013. At this meeting staff reviewed the RFP with the attendees including the scope of the project, information being requested in the RFP, and the proposal submittal and selection process.

On March 11, 2013, seven (7) companies submitted proposals to the office of the City Clerk. A review of the proposals was conducted, with a secondary review performed by the Storm Water Management Program staff of the top two companies. Following the secondary review, a negotiation for best and final offer was conducted with the second of the top two

ranked companies, Excel Landscape Inc., as their proposal included the greatest amount of staffing to support the services required and included the most comprehensive understanding of the program's maintenance requirements. This negotiation resulted in a best and final offer received, reducing their original submission from $94,800.26 to $74,880.00, for base maintenance services. Based upon their willingness to negotiate their rate, their strong overall understanding of the scope and staffing commitment, it was determined that Excel Landscape Inc.'s proposal be recommended for award of the contract.

Authority for City Manager Approval of Future Extension Agreements for the Balance of Available Extensions to the Agreement

Contingent upon satisfactory performance, the Agreement for Project No. WQB-12/13 Water Quality Control Basin Landscape Maintenance, per the terms of the Agreement, (Exhibit D, 1., B.), may be extended for up to four additional twelve month periods with the concurrence of both the City and Contractor. Pursuant to City Council Resolution No. 2008-115, the City Council shall provide approval of procurements greater than $100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the Water Quality Basin Agreement as may be allowed per the terms of the Agreement.

Project No. WQB - 12/13 Water Quality Basins						
	FY 2013/14[1] Proposed Original Agreement	FY 2014/15 Potential First Extension[2]	FY 2015/16 Potential Second Extension[2]	FY 2016/17 Potential Third Extension[2]	FY 2017/18 Potential Fourth Extension[2]	Cumulative Total
Base	$ 74,880.00	$ 74,880.00	$ 74,880.00	$ 74,880.00	$ 74,880.00	$ 374,400.00
Additional Work	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 30,000.00
Total	$ 80,880.00	$ 80,880.00	$ 80,880.00	$ 80,880.00	$ 80,880.00	$ 404,400.00

[1]The proposed Original Agreement is the amount of the negotiated rate for the maintenance of the water quality basin landscape maintenance services starting in fical year (FY) 2013-14.

[2]Dollar amounts are based upon presently known information and may change in the future for reasons including, but not limited to adding additional service area (water quality basins) or emergency work.

Staff is requesting the City Council authorize the City Manager to approve the Agreement and any necessary future extensions or amendments, as well as associated purchase orders (P.O.) for the Agreement and all future amendments/extensions available, in accordance with the terms of the Agreement and subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council and demonstration by the Contractor of having provided satisfactory performance of the services, and both the City and the Contractor mutually agreeing to extend the Agreement.

ALTERNATIVES

1. Approve the Agreement for Project No. WQB-12/13 with Excel Landscape, Inc., in the form attached hereto to provide for the continuation of landscape maintenance services of the water quality basins; authorize the City Manager to execute said Agreement for Project No. WQB-12/13, with Excel Landscape, Inc.; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $80,800.00 ($74,880.00 for base services and $6,000.00 for additional work services); and authorize the City Manager to execute subsequent future Extensions or Amendments to the Agreement and authorize the associated P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative the City Council will ensure uninterrupted maintenance of the water quality basins and its associated landscaped areas.*

2. Do not approve the Agreement for Project No. WQB-12/13 with Excel Landscape Inc., in the form attached hereto for the continuation of landscape maintenance services of the water quality basins; nor authorize the City Manager to execute said Agreement for Project No. WQB-12/13 with Excel Landscape, Inc.; nor authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $80,800.00 ($74,880.00 for base services and $6,000.00 for additional work services); and do not authorize the City Manager to execute subsequent future Extensions or Amendments to the Agreement nor authorize subsequent future P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative, there will be an interruption in the maintenance of the water quality basins and associated landscaped areas. Depending upon the length of the interruption, this could cause delays in necessary clean outs and additional costs to obtain another contractor to provide these maintenance services with no guarantee that a more qualified contractor can be obtained at a better cost.*

FISCAL IMPACT

Administration and maintenance of the water quality basins is funded through property owner approved parcel charges, which are levied and collected on the property tax bills. Revenue from the parcel charges collected for the water quality basin maintenance may only be used for maintenance associated with the water quality basins. **These actions will not impact the City's General Fund.**

The following table represents the base and additional work costs of the Agreement for FY 2013/14 associated with landscape maintenance services to be provided to the water quality basins.

Service Area	Contractor	GL Account	2013/14 Base Agreement Amount	Additional Work Agreement Amount	2013/14 Total Agreement Amount
Water Quality Basins	Excel Landscaping, Inc.	2008-20-29-20450-620910	$ 74,880.00	$ 6,000.00	$ 80,880.00
		Total	$ 74,880.00	$ 6,000.00	$ 80,880.00

CITY COUNCIL GOALS

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS
By accepting the proposal of Excel Landscaping, Inc., the City Council will continue to promote community image, as well as neighborhood pride and cleanliness, while ensuring that these public facilities are being properly maintained.

SUMMARY

The actions before the City Council are to approve the Agreement for WQB-12/13 City of Moreno Valley Landscaping and Irrigation Maintenance of the Water Quality Control Basins, authorize the City Manager to execute the Agreement for WQB-12/13 with Excel Landscape, Inc., authorize the issuance of purchase orders for service in the NTE amount of $80,880.00 ($74,880.00 for base and $6,000.00 for additional work) and authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement including authority to authorize the associated P.O.s in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

ATTACHMENTS

Attachment 1 Vicinity Map - Water Quality Basins

Attachment 2 Proposal Recap Sheet

Attachment 3 Copy of Agreement

Attachment 4 Copy of Addendums 1, 2 and 3

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer/Treasurer

Concurred By:
Kent Wegelin
Storm Water Program Manager

Department Head Approval
John Terell
Interim Community & Economic Development Director

Concurred By:
Candace E. Cassel
Special Districts Division Manager

Concurred By:
Mark Sambito
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

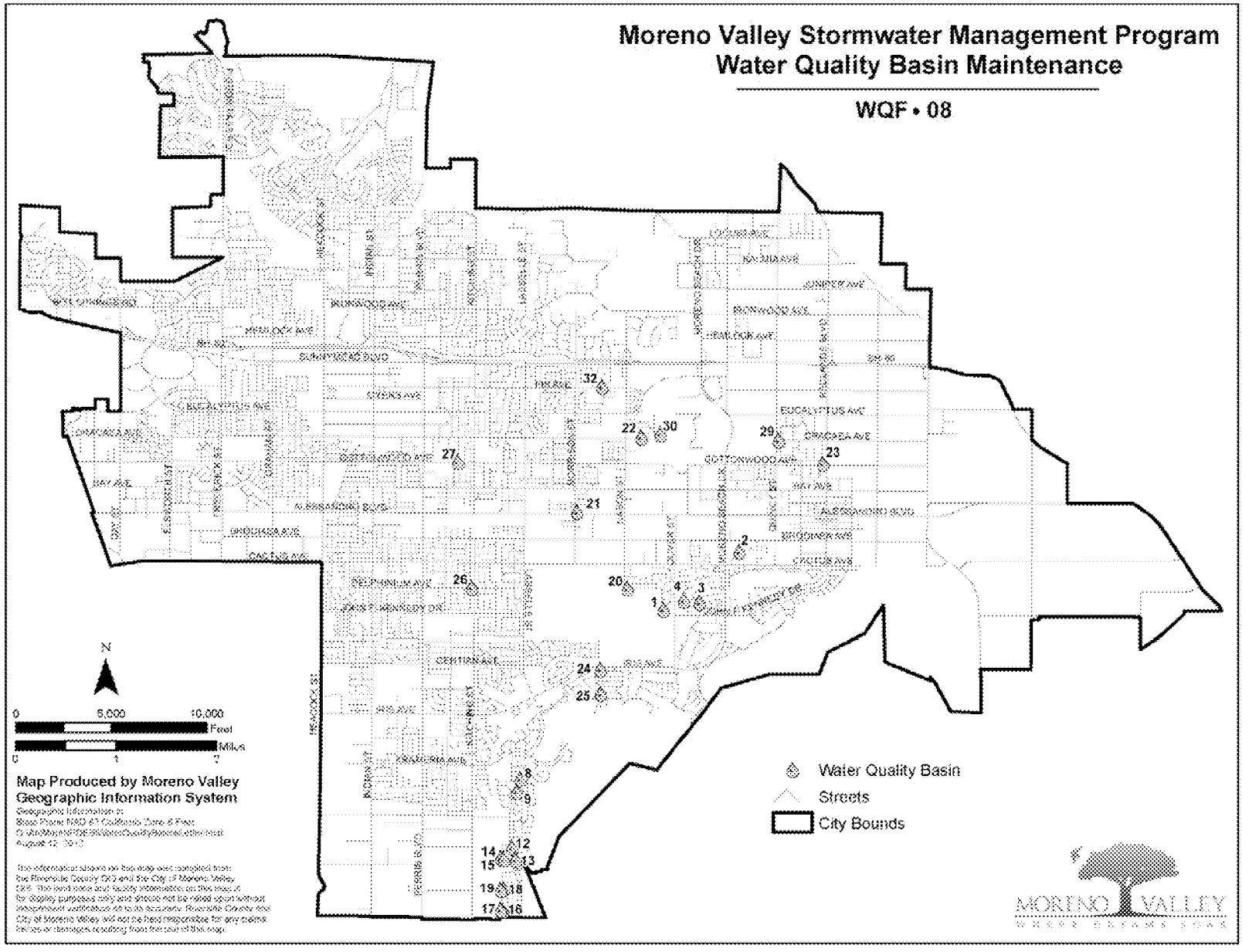
Moreno Valley Stormwater Management Program
Water Quality Basin Maintenance
WQF - 08
N
0
5,000
10,000
Feet
Miles
Map Produced by Moreno Valley
Geographic Information System
Water Quality Basin
Streets
City Bounds
MORENO VALLEY

Moreno Valley Stormwater Management Program
Water Quality Basin Maintenance

WQF * 08

Map ID	Tract Number	APN
(1)	TR 31128	486622012
(2)	TR 27623-1	478320026
(3)	TR 22709	304610042
(4)	TR 22709	304460007
(8)	TR 30318	308611028
(9)	TR 30318	308501007
(12)	TR 30321	308582018
(13)	TR 30321	308581010
(14)	TR 30319	312290001
(15)	TR 30319	312292010
(16)	TR 30320	312351040
(17)	TR 30320	312351018
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(21)	TR 31212/31327	487531020
(22)	TR 32834	488132042
(23)	TR 31289-1	478370014
(24)	TR 29920-1	308573017
(25)	TR 29920	308620043
(26)	TR 33437	484203008
(27)	TR 32018	479671021
(29)	TR 31424	478400043
(30)	TR 32834	488140047
(32)	TR 33256	487243029

Print Date: August 12, 2012
File: G:\MoNet\PF\GIS\Maintenance\Cleaning Lists\Cleaning List Q2.mxd

RFP No. 12/13-09
Project No. WQB/12-13
Landscaping & Irrigation Maintenance of the Water Quality Control Basins

Evaluation Recap Sheet

Standard Service Level

Vendor	Irrigation Markup	Cost per sq. ft., per month (Level 1)	Level 1 Service Total	Rating Panel (Average rating)	Ranking
Merchants Landscape Services, Ir	15.7%	$0.0145	$72,912.00	89.66667	1
Excel Landscape, Inc.	15%	$0.0050	$94,800.26	88	2
Mariposa Landscape, Inc.	15%	$0.0135	$68,148.00	86.67	3
Inland Empire Landscape	15%	unspecified	$85,930.76	85.33	4
Tropical Plaza Nursery, Inc.	15%	$0.0190	$96,419.00	81.33	5
Marina Landscape, Inc.	15%	$0.0200	$95,088.00	76	6
TruGreen Landcare	20%	$0.0200	$104,520.00	70.66667	7

Parkway and Water Quality Basin Landscape Maintenance is at the Standard Service Level

INDEPENDENT CONTRACTOR AGREEMENT

RFP No 12/13-09
PROJECT NO. WQB/12-13

CITY OF MORENO VALLEY
LANDSCAPING AND IRRIGATION MAINTENANCE
OF THE WATER QUALITY CONTROL BASINS

This Contract Agreement, effective as of the day signed by the City Manager or Mayor is made between the City of Moreno Valley, California, a municipal corporation, hereinafter referred to as the "City", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon City policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name	Excel Landscape, Inc.
Street Address	710 Rimpau Ave., Suite 108
Street Address	
City, State, Zip	Corona, CA 92879
Mailing Address	
(If same as Street Address,	Same as above
write same or same as above)	
Business Phone (with area code)	(951) 735-9650
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	
Fax Number	(951) 735-0469
Email Address	
Social Security Number	
Business License Number	09319
Federal Tax ID Number	33-0617953
Contractor's License Number & Classification	694553, C 27 Landscape Contractor

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The City's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contract Starting Date is July 1, 2013, and the Contract Ending Date is June 30, 2014. An extension of the Contract for additional one year (12 month) periods may be offered consistent with the provisions for extending the term of the Contract for subsequent terms as provided in Exhibit "D" attached hereto and incorporated herein by this reference. The City acknowledges that it will consider Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

A. Control of Work. Except for compliance with service schedules, general and technical specification provisions (which may also be referred to herein as specifications) and performance standards as provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Contract.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), and the their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. City Indemnification. The City agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, Housing Authority's and the CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Contract, or are caused or claim to be caused by the negligent acts of the City, Housing Authority, and the CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the City, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, Housing Authority, and CSD against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Contract

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/District/Housing Authority premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.
By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City's Risk Manager prior to the execution of this Contract. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, the Moreno Valley Community Services District, and, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the City of amendment or cancellation, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The City and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.

J. Termination.

1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the City terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.

2. The City may terminate this Contract without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the City's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

L. Restrictions on City /Housing Authority /CSD Employees. The Contractor shall not employ any City, Housing Authority or CSD employee or official in the work performed pursuant to this Contract. No officer or employee of the City, Housing Authority or CSD shall have any financial interest in this Contract in violation of federal, state, or local laws.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor: 710 Rimpau Avenue, Suite 108 Corona, CA 92879
[Mailing Address (Post Office Box, if applicable]
(951) 735-9650
[Telephone number]
(951) 735-0469
[Fax number]
[Email address]

With a copy to:
[Attorney for Contractor, if applicable]
[Street Address]
[Post Office Box, if applicable]
[City, State, Zip]
[Telephone number]
[Fax number]
[Email address]

To City: CITY OF MORENO VALLEY
Financial and Management Services Department
Special Districts Division
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto, Senior Landscape Services Inspector
Telephone number: 951.413.3480
Fax Number: 951.413.3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951.413.3036
Fax number: 951.413.3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

City of Moreno Valley	Contractor
By: _____	By: _____
Title: City Manager	Title: (President or Vice President)
Date: _____	Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)
Date: _____

Affix Corporate Seal Below
(If applicable)

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

SAMPLE

County of _____

On_____ before me, _____,
(Here insert name and title of the officer)

Personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO. _____

PREMIUM $ _____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

RFP No 12/13-09
PROJECT NO. WQB/12-13

CITY OF MORENO VALLEY
LANDSCAPING AND IRRIGATION MAINTENANCE
OF THE WATER QUALITY CONTROL BASINS

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City of Moreno Valley, State of California, known as "City," has awarded to _____, as Principal hereinafter designated as "Contractor" and City is about to entered into an Agreement whereby the Contractor agrees to maintain Landscaping and Irrigation associated with City Water Quality Basins, as outlined in said Agreement, effective on the date signed by the City Council or the City Manager, and identified as **PROJECT NO. WQB – 12/13**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of_____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. WQB/12-13

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

SAMPLE

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO. _____

PREMIUM $ _____

LABOR AND MATERIALS BOND
(100% of Total Contract Amount)

RFP No 12/13-09
PROJECT NO. WQB/12-13

CITY OF MORENO VALLEY
LANDSCAPING AND IRRIGATION MAINTENANCE
OF THE WATER QUALITY CONTROL BASINS

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City of Moreno Valley, State of California, known as "City", has awarded to _____, as Principal hereinafter designated as "Contractor" and City is about to entered into an Agreement, whereby the Contractor agrees to maintain the Landscaping and Irrigation associated with City Water Quality Basins, as outlined in said Agreement, effective on the date signed by the City, and identified as **PROJECT NO. WQB – 12/13**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of_____ dollars, ($_____) (words and figures), lawful money of the United States, to be paid to said City or its certain attorney, successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including reasonable attorney fees to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extensions of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

WITNESS our hands this _____day of _____, 20_____.

PRINCIPAL	SURETY
Name: _____	Name: _____
Address:_____	Address:_____
_____	_____
_____	_____
Telephone Number:_____	Telephone Number:_____
By: _____	By: _____
Title:_____	Title:_____
By: _____	By: _____
Title:_____	Title:_____

Approved as to form this _____ day of _____, 20___.

_____
City Attorney

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor**.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (Contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

EXHIBIT A

RFP No 12/13-09
PROJECT NO. WQB/12-13

CITY OF MORENO VALLEY
LANDSCAPING AND IRRIGATION MAINTENANCE
OF THE WATER QUALITY CONTROL BASINS

1. GENERAL PROVISIONS - SCOPE OF WORK

A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services to residential developments possessing water quality facilities as determined in the resolutions of the City Council establishing said adopting the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential Developments, and as said rates and identified benefitting properties may have been heretofore or may hereafter be altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section A, Project Location Map.

B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf, groundcover, and shrub areas designated hereunder; regularly maintain and prune those portions of trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Community and Economic Development Director, of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Contract, nor shall the City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Specification Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.

E. All work shall be performed in accordance with the General and Technical Specification Provisions of this Contract and in accordance with an approved service schedule, as approved by the Director. Service schedules may be modified with 30 days advance written notice by the City.

2. GENERAL PROVISIONS - SCHEDULING OF WORK

A. The Contractor will adhere to the facilities, equipment and monthly and annual work schedules submitted as a part of the Contractor's RFP, and incorporated herein by this reference. These schedules, and any approved revisions thereto, will be used by the City as a basis for determining Contractor's satisfactory performance.

B. Revisions to facilities, equipment, or monthly and annual work schedules may not be implemented without the prior written approval of the Director. The Contractor is required to submit proposed revisions regarding facilities, equipment or monthly and annual work schedules in writing to the City at the address as set forth in the Independent Contractor Agreement, Section 3, paragraph N. at least ten (10) working days prior to commencing work per the proposed revisions.

C. Failure to submit proposed revisions concerning facilities, equipment, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the City for non-performance penalties per Exhibit C, Section 4.

D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations. Specialty type maintenance operations includes, but is not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

F. When inclement weather renders performance per the approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor is required to adjust his work force in order to accomplish those work items not affected by weather, and will contact the City's Director or City field staff to inform them of said alternate work assignments. Failure to advise the City may be cause for assessment of non-performance penalties per Exhibit C, Section 4

G. For the purposes of this Contract, "Working Days" are Mondays through Thursdays, excluding holidays as provided herein. On those days maintenance is to be provided pursuant to the work schedule as approved by the Director. The hours of on-site maintenance service will be from 7:00 a.m. to 4:30 p.m., not including mobilization to or from work site. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day in advance for the Director's approval.

3. GENERAL PROVISIONS - FUNCTIONS AND RESPONSIBILITIES

A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to City Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the City deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see EXHIBIT G, Monthly Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

C. The Contractor shall perform at least one maintenance inspection monthly during daylight hours of all sites. Such inspection shall be both visual and operational, including but not limited to, operation of all automatic irrigation systems to check for proper condition, and reliability. Additionally, the Director may require Contractor to attend meetings with City field staff at some fixed interval to review Contractor's operations, and schedule such future work as may be ordered by the Director. Failure to attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. The Contractor shall maintain an office at some fixed place, and be listed in the telephone directory in Contractor's own name or in the Contractor's company name. Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph E. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the City shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the City is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by telephone, written email, written mailed correspondence or facsimile transmission. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at **<u>any</u>** time:

1. City Manager
2. Financial & Mgmt. Ser. Director
3. Comm. & Econ. Development Dir.
4. Police Department
5. Fire Department
6. Special Districts Division Manager
7. Street Maintenance Supervisor
8. Senior Landscape Services Inspector
9. Landscape Services Inspector
10. Landscape Irrigation Technician

Contractor's emergency response and any necessary corrective work shall be

considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. GENERAL PROVISIONS - CONTRACTOR'S STAFF

A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.

C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the City.

D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements.

   Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. GENERAL PROVISIONS - EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

6. GENERAL PROVISIONS - COMPLAINTS

A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the City to effect necessary remedies will be deducted from the payments owing to the Contractor from the City, per Exhibit C., Section 3.

B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Exhibit A, Section 3, paragraph B.

C. In addition to the provisions of Section 6., paragraph A. in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the City may immediately upon written notice to the Contractor terminate this Contract.

7. GENERAL PROVISIONS - SAFETY

A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the City, Housing Authority, District, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official. Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2010 (or most current) California Supplement".

   Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Exhibit A Section 3, paragraph B. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury. The Contractor shall cooperate fully with the City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Section 3, paragraph J of the Independent Contractor Agreement.

8. USE OF CHEMICALS

A. Before the beginning of the Contract period, the Contractor is required to submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS) of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.

B. Director shall be notified in writing of any changes or deviations from the list as referenced in Exhibit A, Section 8, Paragraph A. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.

D. Contractor shall report all fertilizers and pesticides used in the performance of the work as an element of Contractor's Monthly Report, as set forth in Exhibit A, Section 3, paragraph B. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the City that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the City of Moreno Valley has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the City of Moreno Valley, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.

B. The Contractor, and any subcontractor thereunder, shall make available to the City upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

C. The City may withhold from Contractor's progress payments the penal sum of twenty-five dollars ($25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Drive, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL SPECIFICATION PROVISIONS

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed per the Frequency of Service table, as set forth in Exhibit E. Should weather and/or site conditions preclude the normally scheduled frequency of this service during any month, or portion thereof, the maintenance schedule shall be modified at the discretion and approval of the Director.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

6. Mowing height for cool season grasses shall not exceed three inches (3”) maximum, or two inches (2”) minimum, and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½”) maximum, or three-quarters of an inch (¾”) minimum, and shall be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Specification Provisions - Fertilization, Section 18.

13. Pest control: See Technical Specification Provisions - Pesticide Use, Section 19.

14. Aeration:

    (a) All turf areas shall be aerated at the frequency as set forth per the frequency of service table, in Exhibit E, unless otherwise directed by the Director;

    (b) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

    (c) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

    (d) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

    (e) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Specification Provisions – Fertilization, Section 18.

15. Renovation/thatching and additional aeration operations are to be considered Additional Work, per Exhibit C., Section 2.

16. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Pruning operations occurring in basin / basin slope areas between February 15th and August 15th must be scheduled with the Director at least seven (7) calendar days in advance

5. Trees shall be pruned at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Remove any impediment to the proper conveyance of nuisance and/or storm water flows through the water quality facility;

   (d) Correct any condition which the Director has deemed to be hazardous.

6. Portions of trees up to eighteen feet (18') in height shall:

   (a) Be pruned to enable successful adaptation to their particular site situation;

   (b) Have no more than one-third (1/3) of living branches removed annually;

   (c) Be fertilized only as directed by City field staff.

7. Portions of trees over eighteen feet (18') in height shall:

   (a) Be inspected annually;

   (b) Pruned and/or trimmed as necessary to maintain proper site orientation;

   (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

(d) Pruned to remove any impediment to the proper conveyance of nuisance and/or storm water flows through the water quality facility;

(e) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

8. Pruning tools shall:

(a) Be kept properly sharpened, and in proper working order.

(b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

9. The following practices shall not be allowed:

(a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

(c) Use of pruning paint/pruning compound/wound dressing;

(d) Use of climbing spurs or gaffs.

10. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

11. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum City standard.

12. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

13. Pest control: See Technical Specification Provisions – Pesticide Use, Section 19.

14. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Pruning / trimming operations in basin / basin slope areas between February 15th and August 15th must be scheduled with the Director at least seven (7) calendar days in advance.

5. Any shrub shall be pruned and/or trimmed at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Remove any Remove any impediment to the proper conveyance of nuisance and/or storm water flows through the water quality facility;

   (d) Correct any condition which the Director has deemed to be hazardous.

6. Shrubs shall be pruned in a manner that will:

   (a) Enable successful adaptation to their particular site situation;

   (b) Follow the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

7. Pruning tools must:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

8. The following practices are not allowed:

   (a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", and "poodling") <u>will be done only when authorized by the Director on a site-specific basis</u>.

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

(c) Use of pruning paint/pruning compound/wound dressing.

9. Fertilization: See Technical Specification Provisions - Fertilization, Section 18.

10. Pest control: See Technical Specification Provisions –Pesticide Use, Section 19.

11. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Technical Specification Provisions, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Pruning / trimming operations in basin / basin slope areas occurring between February 15th and August 15th must be scheduled with the Director at least seven (7) calendar days in advance.

4. Ground covers shall be pruned/trimmed at any time, unless otherwise directed by the Director, in order to:

   (a) Remove dead, diseased, or damaged branches/crowns;

   (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

   (c) Remove any impediment to the proper conveyance of nuisance and/or storm water flows through the water quality facility;

   (d) Correct any condition which the Director has deemed to be hazardous.

5. Ground covers shall be pruned/trimmed/renovated:

   (a) To enable successful adaptation to their particular site situation;

   (b) In accordance with accepted practices for the particular species in question;

6. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order; be sterilized with a five percent (5%) chlorine bleach and water solution before commencing operations at any site.

7. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

8. Fertilization: See Technical Specification Provisions - Fertilization, Section 18.

9. Pest control: See Technical Specification Provisions –Pesticide Use, Section 19.

10. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

E. WEED CONTROL

1. All weeds shall be physically removed from streetscape areas at intervals no greater than one (1) time per month, as set forth in Exhibit E, per the frequency of service table, unless otherwise directed by the Director.

2. All weeds shall be physically removed from basin / basin slope areas at intervals no greater than four (4) times per year, as set forth in Exhibit E, per the frequency of service table. Weed removal operations between February 15th and August 15th must be scheduled with the Director at least seven (7) calendar days in advance.

3. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

4. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, sidewalks, basin inlet-forebay and outlet structures; basins / basin slopes; non-landscaped portions of the site, including but not limited to sand beds, as determined by the Director.

5. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

6. Chemical weed control: See Technical Specification Provisions – Pesticide Use, Section 19.

7. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibs, or water tank, as specific site and/or weather conditions require.

2. It shall be the Contractor's duty to maintain all City irrigation systems in a manner that assures their full working capability at all times. Said maintenance shall include, but not be limited to: visual and operational inspections; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by City field staff.

3. For the purposes of this section, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers, sprinkler components, drip systems (including dripper line, emitters, and any and all related components), and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

   (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than;

      i. Parkway streetscapes @ one (1) time per month, or upon receipt of a Maxicom Alarm notification.

      ii. Basin / Basin Slope areas @ (1) time per quarter year (i.e., every three [3] months), or upon receipt of a Maxicom Alarm notification.

(b) Be turned off during periods of rainfall, or as directed by City field staff;

(c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

(a) Be operated only when Contractor's personnel are present on site;

(b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;

(c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

2. Debris/litter control shall be provided per the frequency of service table, as set forth in Exhibit E, unless otherwise stated herein this Section and/or as directed by the Director

Debris/litter removal - for the express purpose of removing the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Contractor shall make the following:

(a) A <u>minimum</u> of a one (1) visitation per month of all Parkway streetscapes;

(b) a <u>minimum</u> of a one (1) visitation at three (3) month intervals of all Basin / Basin Slope areas

Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of this condition.

Contractor shall remove from both planted areas and adjacent hardscapes/walkways the following items, which include but are not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by the Contractor before the close of business the working day following notification of this condition.

3. All hardscape areas that include, but are not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

4. From time to time, the Director may require Contractor to perform Special Clean-ups on a site-specific basis. Said Special Clean-ups shall be considered Additional Work, per Exhibit C, Section 2., paragraphs a. and b.

5. The Contractor shall dispose of all debris and litter, as described herein Exhibit A, Section 17, letter G, paragraphs 1 and 2 above, off-site, and in a legal manner.

6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices such as, televisions, computers and computer monitors; firearms, ammunition or other appliances. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until City staff arrives at the site.

7. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in the performance of contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste

4. generated in the course of the performing the contract's Scope of Work services at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

5. The Contractor shall submit a Monthly Greenwaste Report (see Exhibit H) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

6. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

I. BASIN BOTTOM & FOREBAY / OUTLET STRUCTURE / SAND BED MAINTENANCE

1. Basin Bottoms:

   (a) Water Quality Basin bottom vegetation shall be mowed / trimmed to a height of twelve inches (12") at least one (1) time annually, or as needed to ensure that the facilities function per design intent, per the frequency of service table, as set forth in Exhibit E, unless otherwise stated herein this Section and/or as directed by the Director. Annual mowing / trimming operations shall be initiated no earlier than August 15th, and concluded no later than October 1st.

   (b) Machinery / equipment selected to perform mowing / trimming operations shall be operated in a manner that does not: damage or alter basin bottom or basin slope topography, or; damage or render inoperable basin bottom or slope irrigation systems. Any damage to, or alteration of basin bottom or slope topography, or damage of basin bottom or slope irrigation systems resulting from Contractor's (or sub-contractor's) operations shall be repaired immediately at Contractor's sole expense.

   (c) Debris generated by mowing / trimming operations shall be immediately removed from the sites, and disposed of and/or recycled in a legal manner.

2. Concrete and/or Earthen Forebays and Outlet Structures:

   (a) Concrete / earthen forebays and outlet structures shall be cleaned of debris and vegetation at least two (2) times annually, or as needed to ensure that they function per design intent. Scheduled cleanout operations shall be conducted in the spring and fall of the year, no later than May 31st and October 1st, respectively per the frequency of service table, as set forth in Exhibit E, unless otherwise stated herein this Section and/or as directed by the Director.

   (b) Machinery / equipment selected to perform cleanout operations shall be operated in a manner that does not alter or damage channel surfaces. Any damage to, or alteration of, channel surfaces resulting from Contractor's (or sub-contractor's) operations shall be repaired immediately at Contractor's sole expense.

   (c) Debris generated by channel cleanout operations shall be immediately removed from the sites, and disposed of and/or recycled in a legal manner.

3. Sand Bed (If Applicable)

   (a) Inspect semi-annually for standing water, sediment, trash, and debris; remove accumulated trash and debris from the sand bed, as necessary.

   (b) Rake top of sand bed to a depth of one (1) inch semi-annually.

   (c) When the Director determines that the sand bed does not drain within seventy-two (72) hours, Contractor shall remove top two (2) inches of sand.

   (d) Debris generated by sand bed maintenance operations, including but not limited to those described above, shall be immediately removed from the sites, and disposed of in a legal manner.

18. TECHNICAL SPECIFICATION PROVISIONS - FERTILIZER

A. TURF FERTILIZATION

1. Fertilizer shall be applied to turf areas in accordance with Table I, below. The frequency of service for turf fertilization is also referenced in Exhibit E, Section V., Frequency of Service Table. At the discretion and request of the Director, additional applications at the pricing terms as listed in the additional work section of Schedule II may be provided. Failure to adhere to this Specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs
OCT	1	22-5-5*	1.25	5.7 lbs

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See the following section on fertilizers.

**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See the following sections, below, regarding fertilizers.

2. Humus base fertilizers to be applied by drop spreader only.

3. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

6. Written notification is required to Director five (5) working days prior to fertilizer application.

7. Any granular fertilizer material deposited on adjacent hardscaping, including, but not limited to sidewalks, gutters, pavement, concrete forebays, utility vaults, or the sand bed, shall be collected immediately and redistributed evenly across the targeted area, or; removed from the site and disposed of in a legal manner. In no circumstance shall fertilizer material be allowed to enter the site's storm drain system

B. SHRUB & GROUND COVER FERTILIZATION

1. Parkway streetscape shrubs and ground covers shall be fertilized as per Table II below as noted. The frequency of service for shrub and ground cover fertilization is also referenced in Exhibit E, Section V. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All fertilizers are to be of indicated analysis or better.

2. Fertilization of Basin / Basin Slope areas shall be considered additional Work, per Exhibit C, Section 2., paragraph A.

Fertilizer shall be applied to all shrubs and ground covers in accordance with Table II below as noted. The frequency of service for shrub and ground cover fertilization is also referenced in Exhibit E, Section V. At the discretion and request of the Director, additional applications at the pricing terms as listed in the additional work section of Schedule II may be provided. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All fertilizers are to be of indicated analysis or better.

TABLE II

			Rates per 1,000 sq. ft.	
Month**	Number of Apps	Type of Fertilizer	Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

3. Any fertilizers containing iron will be removed from concrete sidewalks and forebays before irrigation to prevent staining.

4. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

5. Written notification is required to Director five (5) working days prior to fertilizer application.

6. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

7. Any granular fertilizer material deposited on adjacent hardscaping, including, but not limited to sidewalks, gutters, pavement, concrete forebays, utility vaults, or the sand bed, shall be collected immediately and redistributed evenly across the targeted area, or; removed from the site and disposed of in a legal manner. In no circumstance shall fertilizer material be allowed to enter the site's storm drain system.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by City field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by City field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.

4. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

5. Any granular fertilizer material deposited on adjacent hardscaping, including, but not limited to sidewalks, gutters, pavement, concrete forebays, utility vaults, or the sand bed, shall be collected immediately and redistributed evenly across the targeted area, or; removed from the site and disposed of in a legal manner. In no circumstance shall fertilizer material be allowed to enter the site's storm drain system.

19. TECHNICAL SPECIFICATION PROVISIONS – PESTICIDE USE

A. GENERAL

1. The City of Moreno Valley encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be applied as directed by the Director.

3. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.

4. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Contract.

5. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Exhibit A., Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Exhibit A, Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by City staff after giving twenty-four (24) hour notice to Contractor.

2. For pesticide application reporting specifications, see Exhibit A., Section 3 – Functions and Responsibilities and Exhibit A., Section 8. – Use of Chemicals.

3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) All parkway streetscape shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed in accordance with the Frequency of Service Table as provided in Exhibit E, Section V., or as determined by the Director.

   (b) Appropriate chemical control must be used on the following weeds.

   Bermuda Grass
   Kikuyu Grass
   Nutsedge
   Field Bindweed
   Spurge

   The aforementioned list is inclusive; other species may be added by the Director as necessary.

   (c) Application of pre- or post-emergent herbicides to Basin / Basin Slope areas shall be considered Additional Work, per Exhibit C, Section 2, paragraph A.

   (d) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

(e) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

(a) Snails shall be controlled on a regular basis on the following plant species:

Agapanthus africanus
Aptenia sp.
Gazania sp.
Hemerocallis sp

(b) Snails shall be controlled on an as needed basis on all other plant material.

(c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

(a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by City field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(b) The Director may require all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(c) The Director may require all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(d) The Director may require all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

(a) All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s).

(b) Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

(c) Parkway streetscape planter areas shall be inspected and treated as necessary a minimum of one (1) time per month.

(d) Basin / Basin Slope areas shall be inspected and treated as necessary a minimum of one (1) time every three months.

(e) Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

(a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Insect and Disease Control

   (a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

   (b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

   (a) All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s).

   (b) Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within forty-eight (48) hours of being noticed by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

   (d) Basin / Basin Slope areas shall be inspected and treated as necessary a minimum of one (1) time every three months.

   (e) Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

20. PROJECT LOCATION MAP

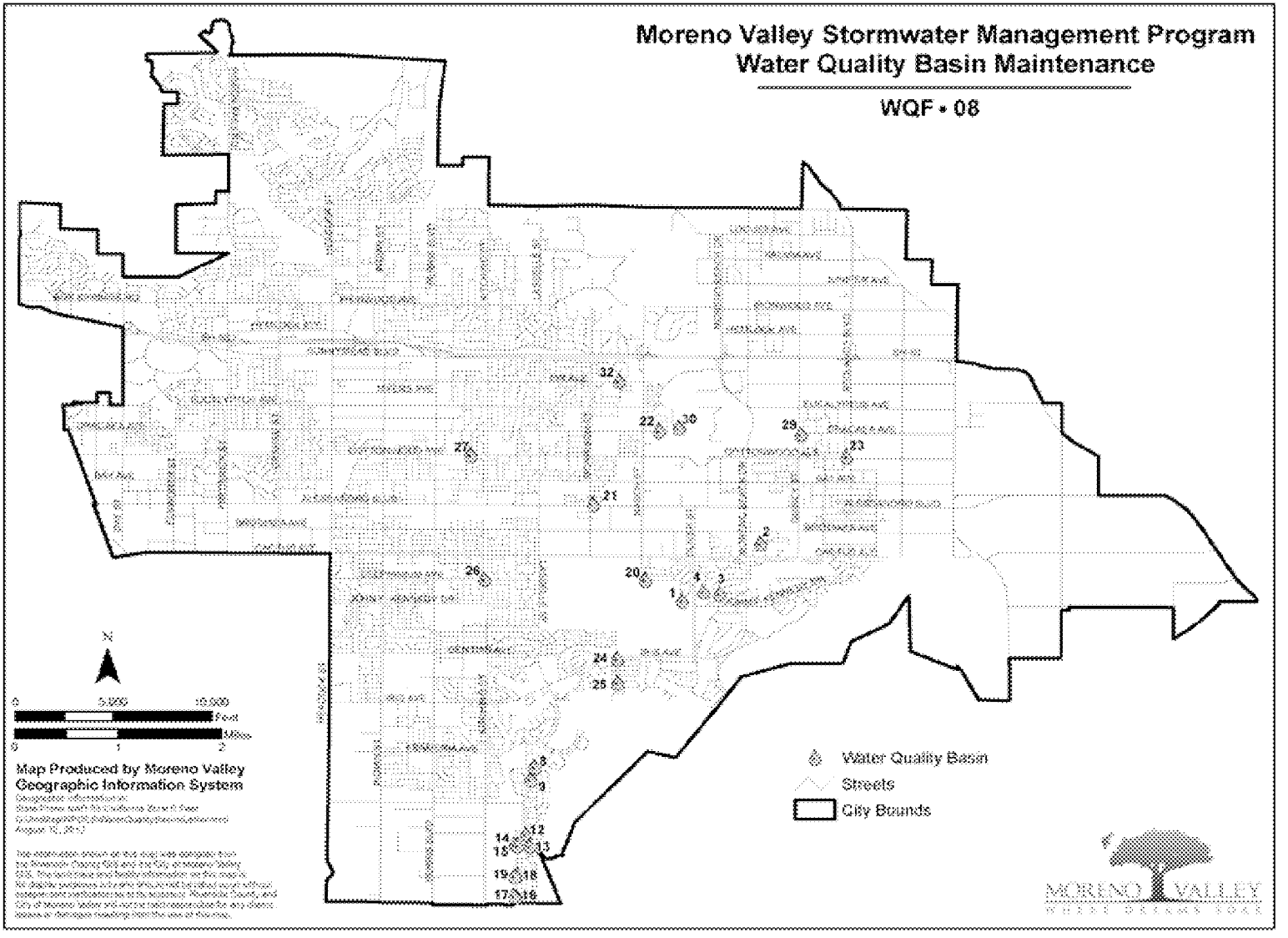

21. PROJECT LOCATION LIST

Moreno Valley Stormwater Management Program
Water Quality Basin Maintenance

WQF • 08

Map ID	Tract Number	APN
(1)	TR 31128	486522012
(2)	TR 27523-1	478320026
(3)	TR 22709	304610042
(4)	TR 22709	304460007
(8)	TR 30318	308511026
(9)	TR 30318	308501007
(12)	TR 30321	308552018
(13)	TR 30321	308581010
(14)	TR 30319	312290001
(15)	TR 30319	312292010
(16)	TR 30320	312351040
(17)	TR 30320	312351016
(18)	TR 30320	312333004
(19)	TR 30320	312334006
(20)	TR 31128	486490033
(21)	TR 31212/31327	487531020
(22)	TR 32834	488132042
(23)	TR 31269-1	478370014
(24)	TR 29920-1	308573017
(25)	TR 29920	308620043
(26)	TR 33437	484203009
(27)	TR 32018	479671021
(29)	TR 31424	478400043
(30)	TR 32834	488140047
(32)	TR 33256	487243028

Print Date: August 12, 2012

EXHIBIT B: City Responsibilities

RFP No 12/13-09
PROJECT NO. WQB/12-13

CITY OF MORENO VALLEY
LANDSCAPING AND IRRIGATION MAINTENANCE
OF THE WATER QUALITY CONTROL BASINS

1. CONTRACT SUPERVISION

A. The Contract shall be administered on behalf of the City by the Community and Economic Development Director of the Community and Economic Development Department of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The City shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by City field staff.

3. UTILITIES

It shall be the City's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The City will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of the same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

A. The City shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.

B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C: Payment Terms

RFP No 12/13-09
PROJECT NO. WQB/12-13

CITY OF MORENO VALLEY
LANDSCAPING AND IRRIGATION MAINTENANCE
OF THE WATER QUALITY CONTROL BASINS

1. CONTRACTOR'S COMPENSATION

A. The Contractor will be paid monthly per site based upon successful performance of the maintenance services provided in compliance with the terms and provisions of this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports for the: 1) maintenance performed, 2) Greenwaste, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month, and 5) a detailed invoice for services in accordance with the Contract price for the work performed, which shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved.

The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to 951.413.3073.

Copies of invoices and reports shall be submitted to the Special Districts Division, of the Financial and Management Services Department at specialdistricts@moval.org. Calls may also be directed to the Special Districts Division at 951.413.3480.

B. The Contractor will obtain and keep current during the term of this Contract, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at http://www.moval.org/do_biz/biz-license.shtml.

C. Except where additional compensation is specifically provided for in this Contract, the City will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of six thousand two hundred and forty and 00/100 dollars ($6,240.00) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed seventy-four thousand eight hundred and eighty and 00/100 dollars ($74,880.00), except as provided for in Section 2 below. The compensation specified herein this section is for the maintenance of the City of Moreno Valley Landscaping and Irrigation Maintenance of the Water Quality Basins.

D. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall_forms.shtml#bf.

E. The minimum information required on all invoices includes:

1. Vendor Name, Mailing Address and Phone Number

2. Invoice Date

3. Vendor Invoice Number

4. City – provided Reference Number (Project No. and Title)

5. Detailed work hours by class title (e.g. Manager, Technician or Specialist), services performed, and rates, explicit portion of a contract amount or detailed billing information is sufficient to justify the invoice amount: single or lump sum amounts without detail are not acceptable.

F. The City shall pay the Contractor for all invoiced and authorized maintenance services within thirty (30) days of receipt of invoice for the same.

G. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

A. During the term of this Contract the City may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2, paragraph C. herein this Exhibit, in addition to the work set forth in Exhibit A, General Provisions - Scope of Work.

If the City determines it to be in the City's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Schedule II, Section B or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth herein Exhibit C, Section 2, paragraph B., below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the City.

B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the City may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the City for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the City may, after reasonable attempt to notify the Contractor, cause such action to be taken by the City's work force.

C. The Contractor shall maintain as Additional Work, at a unit price comparable to basin areas described herein, additional basin areas that the City may add to this Contract. In the event that notification is made, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in Exhibit E, Schedule II, shall be prorated from the day the Contractor commences work on the additional areas.

D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Schedule II, Section B. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).

E. Except as specifically approved by subsequent action of the City Council, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of six thousand 00/100 dollars ($6,000.00) for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The City may deduct payment to such extent as may be necessary to protect the City from loss due to:

A. Work required in the General or Technical Specification Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty"

operations in a timely manner as set forth in the General and/or Technical Specification Provisions; submit notifications or reports required by the Contract, for General or Technical Specifications Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General or Technical Specification Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the City. For each of the categories set forth hereinabove, the penal sum of $100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, telephone, facsimile transmission or in writing.

The Contractor will not be assessed non-performance penalties for delays caused by the City, or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the City to allow for explanations.

EXHIBIT D: Term of Contract

RFP No 12/13-09
PROJECT NO. WQB/12-13

CITY OF MORENO VALLEY
LANDSCAPING AND IRRIGATION MAINTENANCE
OF THE WATER QUALITY CONTROL BASINS

1. TERM OF CONTRACT

A. Following approval by both parties, the Contract will commence on June 1, 2013, and shall terminate June 30, 2014, (12) months thereafter.

B. At the expiration of its term, the Contract may be extended for one year, up to four (4) additional twelve (12) month periods (total of 4, one year extensions) with the concurrence of both parties. Written notice of the City's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.

C. In considering the option to extend the Contract, as set forth in paragraph B. above, the City shall determine the following:

That the Contractor's performance during the preceding three months and fourteen days has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.

E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley. In the event that the City Council does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

RFP No 12/13-09
PROJECT NO. WQB/12-13

CITY OF MORENO VALLEY
LANDSCAPING AND IRRIGATION MAINTENANCE
OF THE WATER QUALITY CONTROL BASINS

R.F.P. NO. 12/13-09
PROJECT NO. WQB/12-13

CITY OF MORENO VALLEY
LANDSCAPING AND IRRIGATION MAINTENANCE
OF THE WATER QUALITY CONTROL BASINS

I: SCHEDULE 1-VENDOR INFORMATION

Excel Landscape has been a full service landscape company for over 35 years and possesses a C-27 Contractors License. We are a medium sized firm, specializing in municipal maintenance. We handle a large variety of projects ranging from weed abatement, open space maintenance, parkways, medians, slopes, parks and sports facilities. Our employees are well trained in the safety aspects of high visibility and high traffic areas. A firm large enough to insure stability yet one in which the owner is still involved in the day-to-day operations. A company committed to providing a good value to its customers, which favors long relationships over quick profits.

In-house staff perform most operations. We have a licensed pest control advisor; we are licensed pest control operators, with certified water auditors and six certified in recycled water. We are experienced in all phases of landscape from basic installations to complex Central Irrigation Systems. We have installed and monitored Maxicom, Calsense, and Motorola Osmac Control Systems with several local municipalities. We have recently assisted in the development of a new Et based controller now on the market.

Excel Landscape considers safety a number one priority and holds weekly safety meetings. We meet all existing state and federal labor laws, and comply with OSHA requirements.

We take pride in our loyal staff and strive to provide a work environment that encourages long-term employment. We realize that a service organization is only as good as its people and we try to provide opportunities for the improvement and advancement of our employees. This is reflected by the low turn over of our staff in an industry where just the opposite is the norm. This is an advantage to our customers on projects that have permanent crews, as they become familiar with specific project requirements.

At **Excel Landscape** we have installed various systems to identify the requirements for any given project, and then insure that they are carried out as required. At Excel Landscape we are committed to this process.

This project would be assigned permanent crews which allow personnel to become familiar with the work and thus, more efficient. Inspections are carried out on a weekly basis by the Foreman and monthly by the project manager. This insures compliance by our crews to the work standards. Job walks will be scheduled with a City representative at your convenience to discuss work progress and upcoming tasks.

Office staff is available Monday through Friday from 7:00 a.m. to 4:30 p.m. The same phone is answered 24 hours a day to handle emergency situations. Office staff maintains cellular contact with all Foreman, irrigators and crew leaders to provide quick and efficient communications.

Finally, we believe that the best assurance for quality control is the commitment of the management. We at **Excel Landscape** take pride in our work and track record. We believe this is best represented by references from our customers.

A. EXCEL LANDSCAPE

- A CALIFORNA CORPORATION

B,C. MAIN OFFICE: 710 RIMPAU AVE. STE. 108
CORONA, CA 92879

D. 951-735-9650

E. SATELLITE YARD: 4181 ALAMO ST.
RIVERSIDE, CA 92501

F. 951-788-6148

G. LICENSE:

- 694553, C 27, Landscape Contractor
- SINCE 1994
- EXPIRES 08/31/2014
- STATUS – ACTIVE
- NO PRIOR ACTIONS

H. FEDERAL IDENTIFICATION: 33-0617953

I. COMPANY OFFICERS:

- JOSE ALFARO, PRESIDENT
- JOSIE ALFARO, SEC/TRES

J. 37 YEARS OF LANDSCAPE MAINTENANCE SERVICE

K. 37 YEARS OF LANDSCAPE MAINTENANCE SERVICE FOR PUBLIC AGENCIES

L. CURRENT LANDSCAPE MAINTENANCE OPERATIONS:

- 68 LANDSCAPE MAINTENANCE CONTRACTS
- 42% WITH PUBLIC AGENCIES
- $11,222,221.00 ANNUAL SALES IN MAINTENANCE CONTRACTS
- 90% OF SALES WITH PUBLIC AGENCIES

1. MAINTENANCE EMPLOYEES
    - 6 SUPERVISORS AVERAGE WAGE OF $4872.00 PER MONTH
    - 15 TECHNICIANS AVERAGE WAGE OF $3980.00 PER MONTH
    - 9 FOREMEN AVERAGE WAGE OF $4267.00 PER MONTH
    - 179 LABORES AVERAGE WAGE OF $15.54 PER HOUR

2. MAINTENANCE VEHICLES AND EQUUIPMENT
    - 15 SUPERVISOR/FOREMEN TRUCKS
    - 15 TECHNICIAN/IRRIGATION TRUCKS
    - 82 CREW TRUCKS
    - 55 CREW TRAILERS
    - 56 RIDING MOWERS
    - 37 WALK BEHIND MOWERS
    - 195 BACK PACK BLOWERS
    - 53 CHAIN SAWS
    - 37 EDGERS
    - 257 HEDGE TRIMMERS
    - 70 21" MOWERS
    - 12 POWER RAKES
    - 39 REMOT CONTROLS
    - 11 POWER SPRAYERS
    - 3 VACUUMS
    - 294 WEED EATERS

I. REFERENCES

CITY OF MURRIETA
40600 CAL OAKS RD.
MURRIETA, CA. 92562

Mr. George Moring
(951) 461-6124

LANDSCAPE MAINTENANCE SERVICES

$2,100,000.00 PER YEAR

600+ ACRES

LOCATIONS PROVIDED UPON REQUEST

09/01/94 - PRESENT

CITY OF TEMECULA
P.O. BOX 9533
Temecula, CA 92590

Mr. Kevin Harrington (951) 694-6480

GENERAL LANDSCAPE MAINTENANCE SERVICES

$1,325,000.00 PER YEAR

180 ACRES

LOCATIONS PROVIDED UPON REQUEST

7/1/93 – PRESENT

CITY OF CHINO HILLS
14575 Pipeline Ave.
Chino CA, 91709

Mr. Sean O'Conner (909) 364-2802

GENERAL LANDSCAPE MAINTENANCE SERVICES

$876,756.00 PER YEAR

200 ACRES

LOCATIONS PROVIDED UPON REQUEST

7/1/90 – PRESENT

III. PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

A. FACILITIES:

RIVERSIDE SERVICE YARD
4181 ALAMO
RIVERSIDE, CA 92503

B. EQUIPMENT:

(1) CREW TRUCK & TRAILER
(1) 21" WALKBEHIND MOWER
(2) WEEDEATERS
(2) HEDGETRIMMERS
(2) BLOWERS
(2) SET MISC.HAND TOOLS
BACKPACK SPRAYER
CHEMICAL SAFETY BOX
TRAFFIC SAFETY EQUIPMENT

IRRIGATION TRUCK - FULLY STOCKED SERVICE BODY (S)
ELECTRONIC TROUBLESHOOTING EQUIPMENT (S)
REMOTE CONTROL
BELLY GRINDER FERTILIZER SPREADER (S)

C. STAFF:

GENERAL LANDSCAPE MAINTENANCE:
PROJECT MANAGER (S)
- 14 YEARS EXPERIENCE
- WATER AUDUTIR
- CERTIFIED APPLICATOR

SUPERVISOR (S)
- 21 YEARS EXPERIENCE

MAINTENANCE CREW LEADMEN(S)
- 9 YEARS EXPERIENCE
- 6 YEARS EXPERIENCE

MAINTENANCE CREW LABOR(S)
TREE TRIMMING (S)
- CERTIFIED ARBORIST

IRRIGATION MAINTENANCE (S)
- 11 YEARS EXPERIENCE

PESTICIDE APPLICATIONS (S)
- CERTIFIED PESTICIDE ADVISOR
- CERTIFIED PESTICIDE APPLICATOR

IV: PROPOSED PROJECT WORK SCHEDULES

The following pages contain the blank Monthly and Annual Schedule Sheets for the Proposed Project Work Schedules - Water Quality Basins. Proposers are to complete these schedule sheets by writing in their proposed scheduled for performing the services as describe in Exhibit A. For specified services listed under the Technical Specification Provisions found in Exhibit A, for the following services, refer to the FREQUENCY OF SERVICE TABLE located in Exhibit E, Section V.
:

1. Exhibit A Section 17,A.1 (Turf Mowing),
2. Exhibit A. Section 17 A 14(a) (Aeration)
3. Exhibit A, Section 17.E.1 (Parkway Weed Removal),
4. Exhibit A, Section 17. E. 2 (Basin Weed Removal),
5. Exhibit A,Section17.F.6 (a) i. & ii (Parkway and Basin Irrigation Inspection)
6. Exhibit A, Section 17.G 2 (a)&(b) (Parkway and Basin Litter Pick Up),
7. Exhibit A, Section 17. I 1 (a) (Basin Bottom Mow Out)
8. Exhibit A, Section 17. I 2 (a) (Basin Forebay Clean Out)
9. Exhibit A, Section 17. I 3 (a) (Basin Sand Bed Rake Out)
10. Exhibit A, Section 18. A 1 (Turf Fertilization)
11. Exhibit A, Section 18. B. 3 (Shrub & Groundcover Fertilization)
12. Exhibit A, Section 18. C. 2. (Tree Fertilization)
13. Exhibit A, Section 19. C. 1 (a) (Ground cove/Shrub/Tree Planter Pre-Emergent)
14. Exhibit A, Section 19. 4.(c) (Parkway Rodent Inspection & Treatment
15. Exhibit A, Section 19. 4 (d) (Basin Rodent Inspection & Treatment)
16. Exhibit G (Landscape Service & Irrigation Reports)
17. Exhibit H (Greenwaste Report)

For all other services, please refer to those portions of Exhibit A, contained herein this RFP. Use additional sheets as necessary to provide a full and comprehensive response on each of the schedule sheets.

If selected, the awarded Contractor will provide the CITY, within 30 days after contract execution, a work schedule for the Water Quality Basins.

A. MONTHLY SCHEDULE SHEET

1. List all tasks specified to be performed on a monthly basis in the box corresponding to the day of the week/month in which the work is proposed to be performed. List man-hours estimated to complete each task.

2. Be sure to include administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for all sites listed on Exhibit E for the entire month. Schedule sheets that are not complete for the entire month and do not include ALL sites will be considered to be non-responsive.

B. ANNUAL SCHEDULE SHEET

1. List all tasks specified to be performed for the Water Quality Basin areas at intervals greater than one (1) month (e.g., quarterly removal of accumulated particulate matter, trash, and debris, per Exhibit A – Technical Provisions, Subsection 4.d.) in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which the work is proposed to be performed. List man hours estimated to complete each site.

2. Be sure to include any administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

MONTHLY SCHEDULE SHEET – WATER QUALITY BASINS

PROPOSED PROJECT WORK SCHEDULES

Staffing:
(3) Man Detail Crew (16-24 man hours per week)
(1) Irrigation Tech (As needed 4-5 hours per week) for repair only Testing will be done by Lead man
(1) Supervisor (As needed 2-4 hours per week) "THESE ARE LABOR ESTIMATES ONLY, THIS IS A PERFORMANCE BASED CONTRACT. THE CONTRACTOR MAY ADJUST SCHEDULED MAN POWER AND WORK DAYS AS NECESSARY TO MAINTAIN PROJECT SITES AT CONTRACT STANDARDS, SUBJECT TO NOTIFICATION REQUIREMENTS SET FORTH IN EXHIBIT A – Scope of Service/General Provisions"

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1		6 sites		
		PICK UP LITTER TRIM SHRUBS LIFT TREES TRIM G.C. PULL WEEDS BLOW OFF CHECK IRRIG APPLY CHEMICALS COMPLETE USE REPORTS JOB INSPECTIONS		
WEEK #2		6 sites		
		PICK UP LITTER TRIM SHRUBS LIFT TREES TRIM G.C. PULL WEEDS BLOW OFF CHECK IRRIG APPLY CHEMICALS COMPLETE USE REPORTS JOB INSPECTIONS		
WEEK #3		6 sites		
		PICK UP LITTER TRIM SHRUBS LIFT TREES TRIM G.C. PULL WEEDS BLOW OFF CHECK IRRIG APPLY CHEMICALS COMPLETE USE REPORTS JOB INSPECTIONS		
WEEK #4		7 sites		
COMPLETE GREEN WASTE REPORT COMPLETE MONTHLY SCHEDULES		PICK UP LITTER TRIM SHRUBS LIFT TREES TRIM G.C. PULL WEEDS BLOW OFF CHECK IRRIG APPLY CHEMICALS COMPLETE USE REPORTS JOB INSPECTIONS		

ANNUAL SCHEDULE SHEET – WATER QUALITY BASINS

PROPOSED PROJECT WORK SCHEDULES

ADDITIONAL STAFFING OF (3) MEN AS NEEDED FOR MOWING BASIN BOTTOMS TO 12" (Estimated at 528 man hours per year):

"THESE ARE LABOR ESTIMATES ONLY, THIS IS A PERFORMANCE BASED CONTRACT. THE CONTRACTOR MAY ADJUST SCHEDULED MAN POWER AND WORK DAYS AS NECESSARY TO MAINTAIN PROJECT SITES AT CONTRACT STANDARDS, SUBJECT TO NOTIFICATION REQUIREMENTS SET FORTH IN EXHIBIT A – Scope of Service/General Provisions.

DECEMBER	JANUARY	FEBRUARY
ANNUAL INSPECTION INSPECT TREES FOR STAKING INSPECT BY PROJECT MANAGER	INSPECT TREES FOR STAKING INSPECT BY PROJECT MANAGER	APPLY PRE-EMGERGENT TO GC SPRAY NUT SEDGE INSPECT TREES FOR STAKING INSPECT BY PROJECT MANAGER
MARCH	**APRIL**	**MAY**
MOW BASIN BOTTOMS TO 12" APPLY SNAIL CONTROL INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	APPLY 23-5-10 TO GC INSPECT TREES FOR STAKING INSPECT BY PROJECT MANAGER	CLEAN FOREBAYS & OUTLETS RAKE SAND BEDS INSPECT TREES FOR STAKING INSPECT BY PROJECT MANAGER
JUNE	**JULY**	**AUGUST**
APPLY SNAIL CONTROL APPLY INSECT CONTROL INSPECT TREES FOR STAKING INSPECT BY PROJECT MANAGER	INSPECT TREES FOR STAKING INSPECT BY PROJECT MANAGER	SPRAY NUT SEDGE INSPECT TREES FOR STAKING INSPECT BY PROJECT MANAGER
SEPTEMBER	**OCTOBER**	**NOVEMBER**
CLEAN FOREBAYS & OUTLETS RAKE SAND BEDS MOW BASIN BOTTOMS TO 12" INSPECT TREES FOR STAKING INSPECT BY PROJECT MANAGER	APPLY PRE-EMGERGENT TO GC INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	TRIM TREES INSPECT TREES FOR STAKING INSPECT BY PROJECT MANAGER

V: FREQUENCY OF SERVICE TABLE

	TYPE OF SERVICE/TASK	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUALLY	ANNUALLY
17. A. 1.	TURF MOWING[1]	X				
17. A. 14 (a)	AERATION[2]				X	
17. E. 1.	PARKWAY WEED REMOVAL		X			
17. E. 2.	BASIN WEED REMOVAL[3]			X		
17. F. 6. (a) i.	PARKWAY IRRIGATION INSPECTION		X			
17. F. 6. (a) ii.	BASIN IRRIGATION INSPECTION[4]			X		
17. G. 1. (a)	PARKWAY LITTER PICK UP		X			
17. G. 2 (b)	BASIN LITTER PICK UP			X		
17. I. 2. (a)	BASIN BOTTOM MOW OUT[5]					X
17. I. 2 (a)	BASIN FOREBAY CLEAN OUT				X	
17. I. 3. (a)	BASIN SAND BED RAKE OUT				X	
18. A. 1.	TURF FERTILIZATION[6]				X	
18. B. 3.	SHRUB & GROUND COVER FERTILIZATION[7]					X
18. C. 2.	TREE FERTILIZATION				X	
19. C. 1. (a)	GROUND COVER/ SHRUBS/ TREE PLANTER PRE-EMERGENT					X
19. 4. (c)	PARKWAY RODENT INSPECTION & TREATMENT		X			
19. 4. (d)	BASIN RODENT INSPECTION & TREATMENT			X		
Appendix B & C	REPORTS		X			

[1] Turf mowing -No turf to be maintained in current Tract sites. Future sites may require this service.
[2] Turf areation - No turf to be maintained in current Tract sites. Future sites may require this service. When required - 2x's per year in the Spring & Fall. Specification of month to be approve by Director in advance.
[3] Operations in basin/basin slope areas occuring between February 15th and August 15th must be scheduled with the Director at least seve (7) calendar days in advance.
[5] Operations shall be initiated no earlier than August 15th, and concluded no later than October 1st
[6] Turf fertilization - No turf to be maintained in current Tract sites. Future sites may require this service.
[7] Shrub & Ground cover fertalization to be applied in April unless otherwise approved by Director in advance of applying the application.

Jose Alfaro
(Sign here)

By signing, I hereby acknowledge review of the aforementioned frequency of services and have incorporated reference of these frequencies in the proposed monthly and annual schedule sheets for the services to be provided consistent with the terms of this Contract.

PROPOSED ANNUAL MATERIAL SCHEDULE

Fertilizers:

List fertilizers to be furnished to execute work tasks specified in contract Exhibit A.
Specify type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and markup). Use additional sheets as necessary to provide a full and Comprehensive response.

TYPE	ESTIMATED AMOUNT	ESTIMATED COST
SHRUBS:		
23-5-10	2 bags	$ 81.20

Pesticides:

List pesticides to be furnished to execute work tasks specified in contract Exhibit A.
Specify type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.) and brand name, estimated amount of each type/brand to be supplied annually, and estimated annual cost for each type/brand (include applicable sales tax, overhead, and markup). Use additional sheets as necessary to provide a full and Comprehensive response.

TYPE/BRAND NAME	ESTIMATED AMOUNT	ESTIMATED COST
SHRUBS:		
PRE-EMERGENT	4 bags	$ 536.00
SNAIL BAIT	1 bags	$ 136.20
Sedge Hammer	1 bottle	$ 131.50
ROUND UP	2.5 gallons	$ 183.20
AQUA MASTER	2.5 gallons	$ 193.40
GOPHER BAIT	1 flask	$ 81.30
ATRIMEC	1 Gallon	$ 343.50
GRAND TOTAL:		$ **1,686.30**

COMMUNICATIONS, TRAFFIC SAFETY & GREENWASTE RECYCLING

COMMUNICATIONS:

Excel Landscape has a 24-hour answering service with a toll free number. All Project Managers, supervisors, foreman, Irrigation technicians and crew leaders carry Nextel radios / cell phones. All of these individuals can be reached directly during business hours. An after hours on call person can be reached via the answering service, to respond with in 2 hours.

TRAFFIC SAFETY:

All personnel ware orange shirts. They are trained weekly on all phases of safety. Each employee is issued a safety vest to be worn if orange shirts are covered. Each truck carries advanced warning signs and cones that are used each time the truck stops to work. Excel Landscape trains to and follows the "Manual of Uniform Traffic Control Devices, 2003".

GREENWASTE:

Each truck goes to a green waste facility at the end of the day. The truck is weighed and charged by truck. That amount is charged to a specific job. A monthly report is generated by job and submitted with the invoice. There is no additional cost to the city. The facility is Agua Mansa MRF at 1830 Agua Mansa Rd. in Riverside CA 92509.

No Subcontractors will be used on this job.

C. Greenwaste Recycling:

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

IX. LIST OF SUBCONTRACTORS

A. SUBCONTRACTORS:

In compliance with the provisions of Government Code, Section 4102, the undersigned Proposer sets forth the name and location (address) of the place of business of each subcontractor who will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
"NONE"		

X. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE Jose Alfaro

PRINTED NAME Jose Alfaro

TITLE President

COMPANY NAME Excel Landscape Inc.

DATE 3/11/13

XI. PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the City of Moreno Valley and Excel Landscape Inc., and further , the aforesaid company may be barred from participation in future City contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind Excel Landscape Inc. to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT (PRINTED), SIGNED AND DATED

SIGNATURE Jose Alfaro

NAME Jose Alfaro

TITLE President

COMPANY NAME Excel Landscape Inc.

DATE 3/11/13

I. SCHEDULE II

BID SCHEDULE

PROPOSER: Excel Landscape Inc.
(Company Name)

A. SERVICE SCHEDULE

SITE (Tract)	ESTIMATED AREA (sq. footage)	NUMBER OF BASINS	COST PER MONTH	COST PER TWELVE MONTHS
31128	Planter: 35,024 sq. ft.	1	$ 560.00	$ 6720.00
27523-1	Planter: 14,663sq. f.t	1	$ 200.00	$ 2400.00
22079-1	Planter: 10,240 sq. ft.	1	$ 200.00	$ 2400.00
22709	Planter: 88,913 sq. ft.	1	$ 1005.00	$ 12,060.00
30318	Planter: 26,800 sq. ft.	2	$ 380.00	$ 4560.00
30321	Planter: 28,124 sq. ft.	2	$ 400.00	$ 4800.00
30319	Planter: 12,740 sq. ft.	2	$ 200.00	$ 2400.00
30320	Planter: 28,579 sq. ft.	4	$ 400.00	$ 4800.00
31128	Planter: 7,176 sq. ft.	1	$ 155.00	$ 1860.00
31212/31327	Planter: 39,613 sq. ft.	1	$ 585.00	$ 7020.00
32834	Planter: 22,983 sq. ft.	1	$ 330.00	$ 3960.00
31269-1	Planter: 22,346 sq. ft.	1	$ 320.00	$ 3840.00
29920	Planter: 18,242 sq. ft.	2	$ 280.00	$ 3360.00
33437	Planter: 8,093 sq. ft.	1	$ 155.00	$ 1860.00
32018	Planter: 14,554 sq. ft.	1	$ 360.00	$ 4320.00
31424/31269	Planter: 7,557 sq. ft.	1	$ 155.00	$ 1860.00
32834	Planter: 28,032 sq. ft.	1	$ 400.00	$ 4800.00
33256	Planter: 7,550 sq. ft.	1	$ 155.00	$ 1860.00
Service Schedule Roster Sub-Total			$ 6240.00	$ 74,880.00
Cost per sq. ft., per occurrence			$ .02	$ .24
Service Schedule Cumulative Total			$ 6240.00	$ 74,880.00

The Total Amount shall be the Service Schedule Roster's Cumulative Total for twelve (12) months column, as listed on page 85. This amount is based on the current services for the areas as identified herein Section A of Schedule II:

Figures: $74,880 and .00 /100's Dollars

Words: Seventy Four Thousand Eight Hundred Eighty and .00 /100's Dollars

All work shall be performed in accordance with the terms and conditions of this Independent Contractor Agreement, which includes all General and Technical Specification Provisions as outlined herein for the Services. Any modification to the number of occurrences for any service shall be made per written direction by the City. Service occurrences may be modified with 30 days advance written notice by the City.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of the water quality basins as set forth in Exhibit A of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 1, 2, & 3 has/have been received and is/are made a part of this proposal.

PROPOSER: Excel Landscape Inc.
(Company Name)

Jose Alfaro President
(AUTHORIZED SIGNATURE AND TITLE)

5/08/13
(DATE)

B. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work, and Routine Irrigation Repair, include, but are not limited to: Exhibits A and C.

1. UNIT PRICES (Includes all labor and materials)

a.	1 gal. shrub/vine/ground cover in place	@	$ 8.00	ea
b.	5 gal. shrub/vine/ground cover in place	@	$ 20.00	ea
c.	5 gal. tree in place (stakes included)	@	$ 30.00	ea
d.	15 gal. tree in place (stakes included)	@	$ 85.00	ea
e.	24" box tree in place (stakes included)	@	$ 250.00	ea
f.	36" box tree in place (stakes included)	@	$ 500.00	ea
g.	Flat of ground cover in place	@	$ 20.00	ea
h.	Fertilizer application	@	$ .0075	/sq. ft.
i.	Planter bed mulch in place	@	$ 65.00	/cu. yd.
j.	Additional labor	@	$ 25.00	/man hour
k.	Additional irrigation technician	@	$ 45.00	/man hour

2. Irrigation repair parts for routine repairs @ cost plus 15 %.

3. Unit prices for Additional Landscape and Basin Areas per Exhibit C, Section 2 shall be as follows:

   a. Per Schedule II, Section A, cost per sq. ft., per occurrence in which additional work will be added.

4. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: Excel Landscape Inc.
(Company Name)

Jose Abrus
(AUTHORIZED SIGNATURE AND TITLE)

3/11/13
(DATE)

II. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the City for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, (Schedule II) A. "Bid Schedule"):

Seventy Four Thousand Eight Hundred Eighty and 00/100
(Dollar Amount in Words)

$ 74,880.00
(Dollar Amount in Figures)

Date: May 8, 2013

Proposer: Excel Landscape Inc.
(Company Name)

By: Jose Alfaro
(Signature)

Title: President

State License Number and Classification: 694553, C-27

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF California

PRESIDENT Jose Alfaro
(Corporate Seal)

SECRETARY Josie Alfaro

III. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is a cashier's check, a certified check, or a Proposal Surety Bond for 10% of bid amount, payable to the City of Moreno Valley, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated 3/11/13

Signature of Proposer Jose Alfaro

By Jose Alfaro

Address of Proposer 710 Rimpau Ave. Ste. 108
Corona CA, 92879

Telephone Number of Proposer (951)735-9650

Names and Addresses of Members of the Company:

Jose Alfaro, President

Josie Alfaro, Sec/Tres

(If a Corporation)

Signature of Proposer Jose Alfaro

By Jose Alfaro

Title President

Business Address 710 Rimpau Ave. Ste. 108

Corona Ca, 92879

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of	California
State License Number and Classification	C-27: 694553
PRESIDENT	Jose Alfaro
SECRETARY	Josie Alfaro
TREASURER	Josie Alfaro

(Corporate Seal)

IV. PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Excel Landscape, Inc.

_____, as

principals, and The Ohio Casualty Insurance Company, a duly

authorized corporate surety: Business Address

790 The City Drive South, Suite 200, Orange, CA 92868,

Phone (714) 634.3311, are held and firmly bound unto the City of Moreno Valley, as Surety, in the sum of ten percent of the total amount bid Dollars, ($ ---10%---), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly, and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about to hand in and submit to the City Council of the City of Moreno Valley, **a proposal for PROJECT NO. WQB/12-13 - CITY OF MORENO VALLEY LANDSCAPE AND IRRIGATION MAINTENANCE OF THE WATER QUALITY BASINS**, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said City Council contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said City Council, and if the said principal shall fail or neglect to enter into a Contract therefore within the required time, then in that case the undersigned obligors will pay to the City of Moreno Valley the full sum of ten percent of the total amount bid Dollars, ($ ---10%---), as liquidated damages for such failure and neglect.

WITNESS our hands this 5th day of March, 2013.

(SIGNATURE PAGE FOLLOWS)

Proposal Surety Bond (cont.)

PRINCIPAL	CORPORATE SURETY
Name: Excel Landscape, Inc.	Name: The Ohio Casualty Insurance Company
Address: 710 Rimpau Ave., Ste. #108	Address: 790 The City Drive South, Suite 200
Corona, CA 92879	Orange, CA 92868
Tel. No.: 951.735.9650	Tel. No.: 714.634.3311
By:	By: Attorney-in-Fact Shannon Lopez

SIGNING INSTRUCTIONS

- **The Bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.**
- **The Bond shall include attached Notary Certificates for the Attorney-in-Fact and the Principal.**
- **The Bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).**
- **The Bond shall include the address at which the Principal and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).**

If any of the above items are omitted, the proposal will be considered non-responsive and will be rejected.

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On March 5, 2013 before me S. Lynn Ewer, Notary Public,

personally appeared Shannon Lopez,

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

S. LYNN EWER
Commission # 1983601
Notary Public - California
San Bernardino County
My Comm. Expires Jul 26, 2016

Signature _____ (Seal)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5901458

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Martin M Davis, Peter M Davis, George A DeCristo, Gale Delo, Shannon Lopez, Kenzie K Thompson

all of the city of Redlands, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of December, 2012.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 19th day of December, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of March, 2013.

By: David M. Carey
David M. Carey, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Riverside

On March 11, 2013 (Date) before me, Sarai Torreblanca, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Jose Alfaro (Name(s) of Signer(s))

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

SARAI TORREBLANCA
Commission # 1895089
Notary Public - California
Riverside County
My Comm. Expires Jul 29, 2014

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

WITNESS my hand and official seal.

Signature (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Proposal Surety Bond

Document Date: 3/11/13 Number of Pages: 2

Signer(s) Other Than Named Above: Shannon Lopez

Capacity(ies) Claimed by Signer(s)

Signer's Name:
☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:
☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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V. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF)§

(NAME) Jose Alfaro, affiant being first duly sworn, deposes and says:

That he or she is President of
(sole owner, partner or other proper title)

Excel Landscape Inc. the party making the
(Contractor)
foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: Excel Landscape Inc.

Bidder's Address: 710 Rimpau Ave. Ste. 108, Corona CA 92879

Telephone No.: (951) 735-9650

Jose Alfaro
(Signature of Bidder)

President
(Title)

ALL SIGNATURES MUST BE NOTARIZED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Riverside

On March 11, 2013 (Date) before me, Sarai Torreblanca, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Jose Alfaro (Name(s) of Signer(s))

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

SARAI TORREBLANCA
Commission # 1895089
Notary Public - California
Riverside County
My Comm. Expires Jul 29, 2014

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

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Non Collusion Affidavit

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: —

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☑ Corporate Officer — Title(s): President
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: PV

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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EXHIBIT F: PREVAILING WAGE DETERMINATION

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

DETERMINATION: SC-LML-2008-1
ISSUE DATE: February 22, 2008
EXPIRATION DATE OF DETERMINATION: December 31, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

		Employer Payments					Straight-Time		Overtime
LOCALITY:	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2X
Imperial	$8.00	-	-	[a] 0.115	0.17	-	8	[b] 8.285	[b] 12.285
Inyo, Mono and San Bernardino	8.00	-	-	0.38	0.17	-	8	8.47	12.47
Kern	8.00	-	-	[c] 0.16	0.17	-	8	[d] 8.33	[d] 12.33
	10.00	-	-	[e] 0.27	0.46	-	8	[b] 10.73	[b] 15.73
Los Angeles	8.00	0.89	-	[a] 0.115	0.14	-	8	[a] 9.145	[a] 13.145
Orange	8.00	-	-	[f] 0.11	0.11	-	8	[g] 8.22	[g] 12.22
Riverside	8.00	-	-	[h] 0.28	0.16	-	8	[g] 8.36	[g] 12.36
San Diego	8.00	-	-	0.22	0.115	-	8	8.335	12.335
	8.00	-	-	0.24	0.12	-	8	8.36	12.36
San Luis Obispo	8.00	-	-	[i] 0.15	0.15	-	8	8.30	12.30
	8.00	-	-	[j] 0.16	0.16	-	8	8.32	12.32
Santa Barbara	8.00	-	-	[k] 0.12	0.12	-	8	[g] 8.24	[g] 12.24
	8.00	-	-	[l] 0.13	0.13	-	8	[g] 8.26	[g] 12.26
Ventura	8.00	-	-	0.115	0.16	-	8	8.275	12.275
	8.00	2.97	-	[m] 0.19	0.26	-	8	[n] 11.42	[n] 15.42

Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

[a] $0.22 after 3 years of service.
[b] Compensation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
[c] $0.31 after 2 years of service.
[d] $0.54 after 2 years of service: $0.81 after 3 years of service.
[e] $0.24 after 3 years of service: $0.37 after 7 years of service.
[f] $0.22 after 4 years of service.
[g] $0.40 after 3 years of service.
[h] $0.23 after 2 years of service.
[i] $0.27 after 2 years of service.
[j] $0.38 after 3 years of service.
[k] $0.29 after 2 years of service.
[l] $0.31 after 2 years of service.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Travel and subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

EXHIBIT G: MONTHLY LANDSCAPE SERVICES REPORT FORM

MONTHLY LANDSCAPE SERVICES REPORT
CITY OF MORENO VALLEY

PROJECT NO._____ MONTH OF _____, 20___

MAINTENANCE • DATE(S) • AREA • SERVICE TYPE: MOW/EDGE TRIM/PRUNE-WEED LITTER-IRRIGATION ETC.	FERTILIZER • DATE(S) • AREA • PRODUCT/ANALYSIS • AMOUNT/AREA • CROP	PESTICIDES • DATE(S) • PRODUCT USED • AMOUNT USED • AREA • TARGET PEST	COMPLAINTS • DATE(S) RECEIVED • AREA/LOCATION • COMPLAINT/ACTION • DATE CORRECTED • CORRECTIVE ACTION	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MV CITY NOTIFIED • DATE MV CITY NOTIFIED • DATE CORRECTED • CORRECTIVE ACTION
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

WEEKLY IRRIGATION REPORT FORM

WEEKLY IRRIGATION REPORT
CITY OF MORENO VALLEY

CONTROLLER NO. _____ FOR MONTH OF _____, 20___

STATION NO. _____ PROJECT NO._____

	DATE(S) CHECKED	PROBLEM(S) IDENTIFIED	CORRECTIVE ACTIONS • DATE CORRECTED • CORRECTIVE ACTION DETAILS	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MV CITY NOTIFIED • DATE MVCITY NOTIFIED • DATE CORRECTED
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

EXHIBIT H: GREENWASTE REPORT FORM

MORENO VALLEY COMMUNITY SERVICES DISTRICT
-MONTHLY GREENWASTE REPORT-
FOR

MONTH:_____ YEAR:_____

1. Source of greenwaste (Project No./Location):_____

_____

2. Amount of greenwaste generated from above source (by weight): _____LBS. –or- TONS.

3. Name, address, and phone number of recycle accepting greenwaste:
   - Company Name:_____
   - Address: _____

     _____
   - Phone Number: (_____)_____

4. Amount of greenwaste-source products (mulch, compost, top dressing, and soil amendments, etc.) furnished to Project (by weight):

   _____ LBS. -or- TONS.

5. Name, address, and phone number of recycle supplying greenwaste-source products to Project (if different from No. 3 above):

   _____

   _____

   _____

6. Number of times turf mowed this month:_____

7. Number of times turf mowed without clippings caught:_____

CONTRACTOR:_____

ADDRESS:_____

PHONE:_(_____)_____

February 26, 2013

ADDENDUM NO. 1

CITY OF MORENO VALLEY
LANDSCAPING AND IRRIGATION MAINTENANCE
OF
THE WATER QUALITY CONTROL BASINS
RFP NO. 12/13-09
PROJECT NO. WQB-12/13

The changes, omissions, and/or additions to the contract documents as noted on the attached shall apply to proposals made for and to the execution of the various parts of the work affected thereby; all other conditions shall remain the same.

Careful note of the Addendum shall be taken by all parties of interest so that the proper allowances may be made in strict accordance with Addendum No. 1 and all trades shall be fully advised in the performance of the work, which will be required of them.

In case of conflict between the contract documents and this Addendum, Addendum No. 1, this addendum shall govern.

CONTRACT DOCUMENT CHANGES – ADDENDUM 1

- Exhibit A, Section 21. PROJECT LOCATION LIST – Page 60. A set of site maps is included herein the following pages of this Addendum, Addendum No. 1, to provide additional identification of the project locations as listed in Exhibit A, Section 21. PROJECT LOCATION LIST. These locations are the Water Quality Basin locations as identified on the site map as shown in the RFP, Exhibit A, Section 20 PROJECT LOCATION MAP, Page 61.

  Each map includes the Map ID and Tract No. of the site as listed in Exhibit A, Section 21, Project Location List. <u>It is strongly recommended that Proposers interested in submitting a proposal use this information as a guide for determining locations and that a field examination of the physical sites be conducted by Proposers.</u>

- Exhibit E, Schedule II – Bid Schedule, Letter A. Service Schedule Roster – Page 85. The following revisions have been made to the original RFP document, which include the following:

  - Tract (Site) 33347 should be identified as Tract (Site) 33437
  - Tract (Site) 331128 should be identified as Tract (Site) 31128
  - Tract (Site) 32018 should reflect 1 in the column "NUMBER OF BASINS" and the sq. footage has been adjusted
  - Tract (Site) 27523 – 1 &2 should be identified as Tract (Site) 27523-1
  - Tract (Site) 30320-1 & F should be identified as Tract (Site) 30320
  - Tract (Site) 22920 was added along with the estimated sq. footage of 18,242 sq. ft. of planter area, and in the Number of Basins column there are 2 basins for this site.
  - Site (Tracts) have been reorganized in the Service Schedule to match the Map ID locations in the RFP, Exhibit A, Section 21, Project Location List on page 60.
  - Elimination of the Level 3 service level designation.

  Attached is the revised page 85 with the aforementioned revisions to be included with your proposal submission.

I. SCHEDULE II

BID SCHEDULE

PROPOSER: _____
(Company Name)

A. SERVICE SCHEDULE

SITE (Tract)	ESTIMATED AREA (sq. footage)	NUMBER OF BASINS	COST PER MONTH	COST PER TWELVE MONTHS
31128	Planter: 35,024 sq. ft.	1	$	$
27523-1	Planter: 14,663sq. f.t	1	$	$
22079-1	Planter: 10,240 sq. ft.	1	$	$
22709	Planter: 88,913 sq. ft.	1	$	$
30318	Planter: 26,800 sq. ft.	2	$	$
30321	Planter: 28,124 sq. ft.	2	$	$
30319	Planter: 12,740 sq. ft.	2	$	$
30320	Planter: 28,579 sq. ft.	4	$	$
31128	Planter: 7,176 sq. ft.	1	$	$
31212/31327	Planter: 39,613 sq. ft.	1	$	$
32834	Planter: 22,983 sq. ft.	1	$	$
31269-1	Planter: 22,346 sq. ft.	1	$	$
29920	Planter: 18,242 sq. ft.	2	$	$
33437	Planter: 8,093 sq. ft.	1	$	$
32018	Planter: 14,554 sq. ft.	1	$	$
31424/31269	Planter: 7,557 sq. ft.	1	$	$
32834	Planter: 28,032 sq. ft.	1	$	$
33256	Planter: 7,550 sq. ft.	1	$	$
Service Schedule Roster Sub-Total			$	$
Cost per sq. ft., per occurrence			$	$
Service Schedule Cumulative Total			$	$

Map ID 1 - Tract 31128

Attachment 4

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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N

0 250 500 1000ft

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Printed: 2/19/2013 4:57:18 PM

MORENO VALLEY

MV00207341

Map ID 2 - Tract 27523-1

Attachment 4

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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N

0 80 160 320ft

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Printed: 2/19/2013 5:01:19 PM

MORENO VALLEY

MV00207342

Map ID 3 - Tract 22709-1

Attachment 4

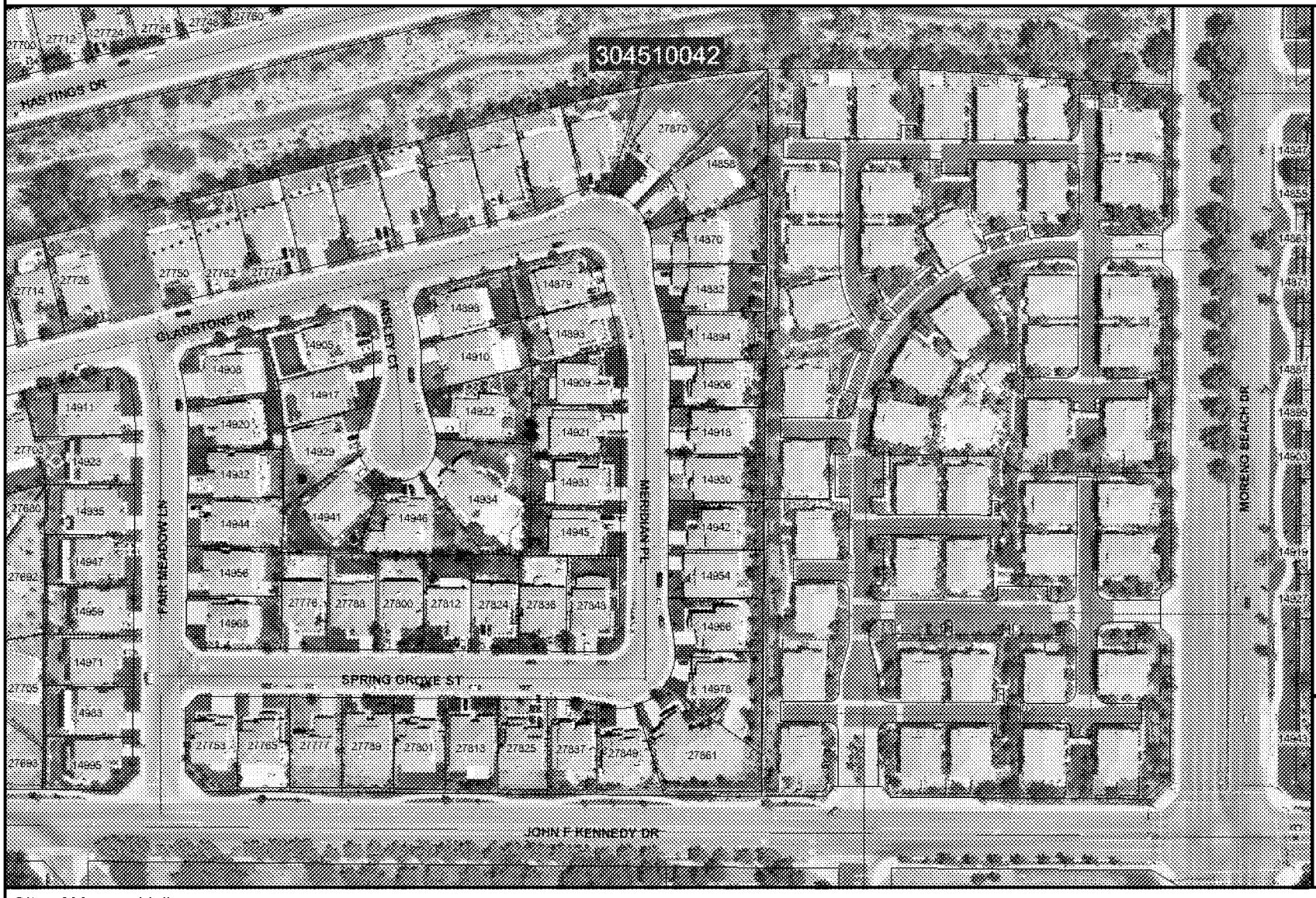

Legend

- Selected Features
- Highways
- Parcels
- Roads
- March Installation Area
- Sphere of influence
- Ortho Photography

City Boundaries

- Calimesa
- Moreno Valley
- Perris
- Riverside

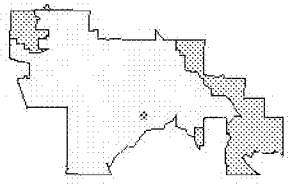

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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N

0 100 200 400ft

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Printed: 2/26/2013 5:28:43 PM

MORENO VALLEY

MV00207343

Map ID 4 - Tract 22709

Attachment 4

Legend

- Selected Features
- Highways
- Parcels
- Roads
- March Installation Area
- Waterbodies
- Sphere of Influence
- Ortho Photography

City Boundaries

- Calimesa
- Moreno Valley
- Perris
- Riverside

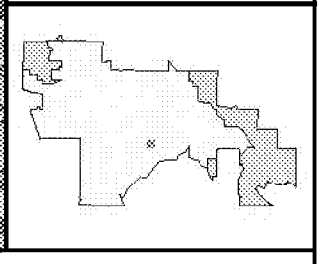

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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N

0 100 200 400ft

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Printed: 2/19/2013 5:07:34 PM

MORENO VALLEY

MV00207344

Map ID 8 - Tract 30318

Attachment 4

Legend

- Selected Features
- Highways
- Parcels
- Roads
- March Installation Area
- Waterbodies
- Sphere of Influence
- Ortho Photography

City Boundaries

- Calimesa
- Moreno Valley
- Perris
- Riverside

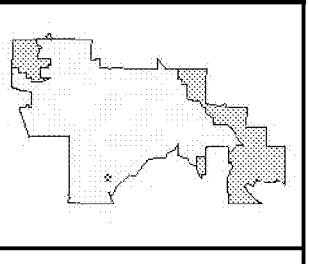

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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N

0 45 90 180ft

Powered By GeoSmart.net

Printed: 2/19/2013 5:15:37 PM

MORENO VALLEY

MV00207345

Map ID 9 - Tract 30318

Attachment 4

Legend

- Selected Features
- Highways
- Parcels
- Roads
- March Installation Area
- Waterbodies
- Sphere of Influence
- Ortho Photography

City Boundaries

- Calimesa
- Moreno Valley
- Perris
- Riverside

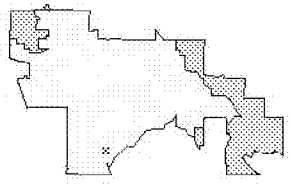

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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N

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MORENO VALLEY

MV00207346

Map ID 12 - Tract 30321

Attachment 4

Legend

- Selected Features
- Highways
- Parcels
- Roads
- March Installation Area
- Waterbodies
- Sphere of Influence
- Ortho Photography

City Boundaries

- Calimesa
- Moreno Valley
- Perris
- Riverside

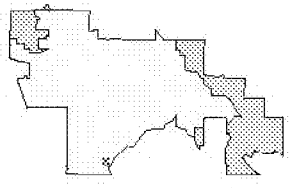

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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N

0 55 110 220ft

Powered By GeoSmart.net

Printed: 2/19/2013 5:31:39 PM

MORENO VALLEY

MV00207347

Map ID 13 - Tract 30321

Attachment 4

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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N

0 80 160 320ft

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Printed: 2/19/2013 5:34:10 PM

MORENO VALLEY

MV00207348

Map ID 14 - Tract 30319

Attachment 4

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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0 100 200 400ft

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Printed: 2/19/2013 5:36:20 PM

MORENO VALLEY

MV00207349

Map ID 15 - Tract 30319

Attachment 4

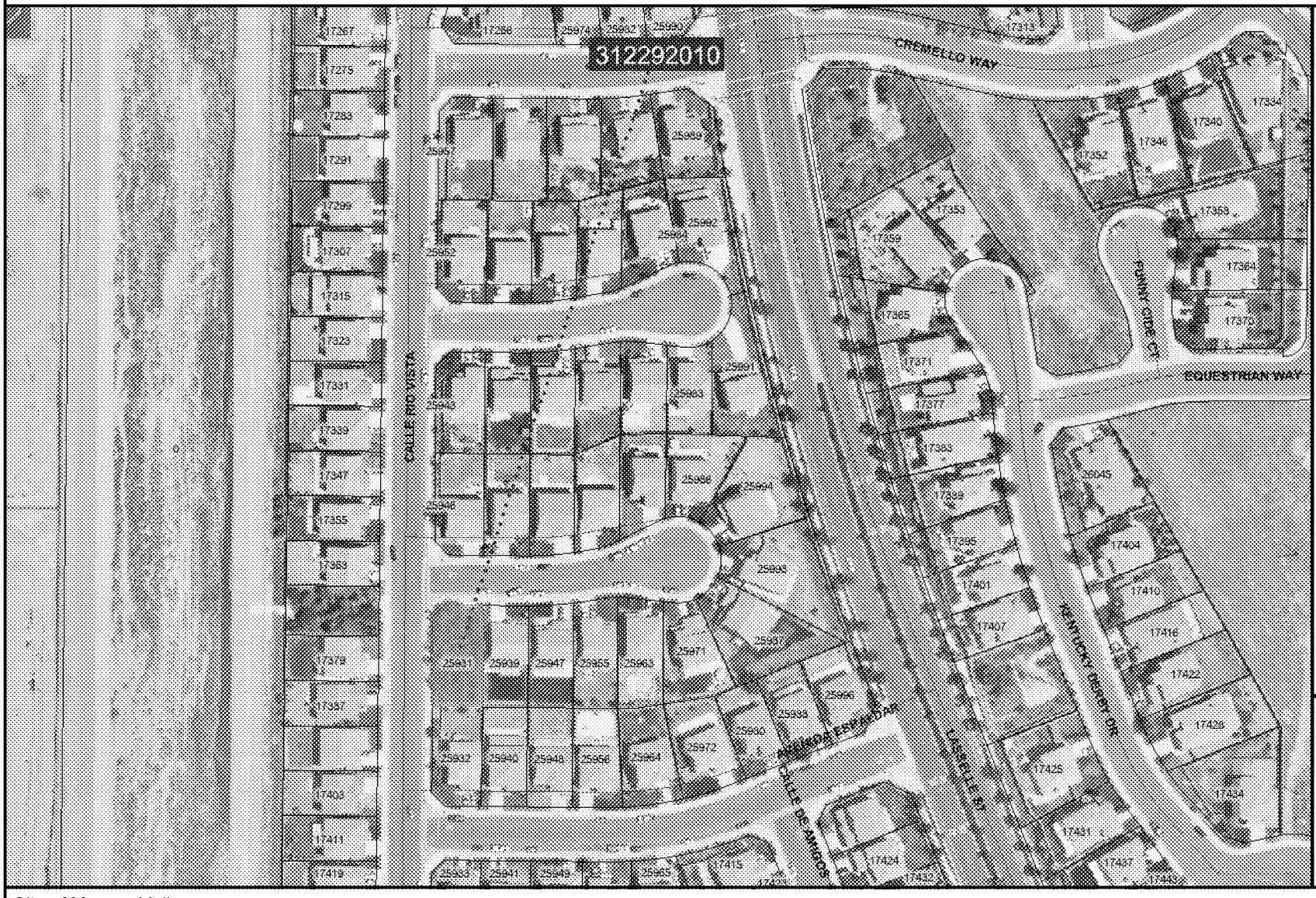

Legend

- Selected Features
- Highways
- Parcels
- Roads
- March Installation Area
- Waterbodies
- Sphere of Influence
- Ortho Photography

City Boundaries

- Calimesa
- Moreno Valley
- Perris
- Riverside

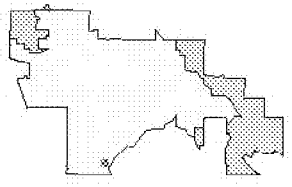

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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N

0 90 180 360ft

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MORENO VALLEY

MV00207350

Map ID 16 - Tract 30320

Attachment 4

Legend

- Selected Features
- Highways
- Parcels
- Roads
- March Installation Area
- Waterbodies
- Sphere of Influence
- Ortho Photography

City Boundaries

- Calimesa
- Moreno Valley
- Perris
- Riverside

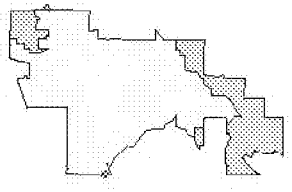

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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N

0 75 150 300ft

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Printed: 2/19/2013 5:40:48 PM

MORENO VALLEY

MV00207351

Map ID 17 - Tract 30320

Attachment 4

Legend

- Selected Features
- Highways
- Parcels
- Roads
- March Installation Area
- Waterbodies
- Sphere of Influence
- Ortho Photography

City Boundaries

- Calimesa
- Moreno Valley
- Perris
- Riverside

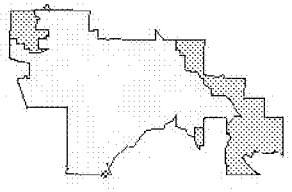

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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N

0 75 150 300ft

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MORENO VALLEY

MV00207352

Map ID 18 - Tract 30320

Attachment 4

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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N

0 80 160 320ft

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Printed: 2/19/2013 5:45:41 PM

MORENO VALLEY

MV00207353

Map ID 19 - Tract 30320

Attachment 4

Legend

- Selected Features
- Highways
- Parcels
- Roads
- March Installation Area
- Waterbodies
- Sphere of Influence
- Ortho Photography

City Boundaries

- Calimesa
- Moreno Valley
- Perris
- Riverside

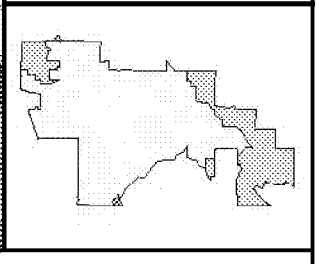

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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N

0 80 160 320ft

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MORENO VALLEY

MV00207354

Map ID 20 - Tract 31128

Attachment 4

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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N

0 75 150 300ft

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MORENO VALLEY

MV00207355

Map ID 21 - Tract 31212 / 31327

Attachment 4

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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N

0 65 130 260ft

Powered By GeoSmart.net

Printed: 2/22/2013 10:47:45 AM

MORENO VALLEY

MV00207356

Map ID 22 - Tract 32834

Attachment 4

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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N

0 90 180 360ft

Powered By GeoSmart.net

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MORENO VALLEY

MV00207357

Map ID 23 - Tract 31269-1

Attachment 4

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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N

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Powered By GeoSmart.net

Printed: 2/22/2013 10:52:23 AM

MORENO VALLEY

MV00207358

Map ID 24 - Tract 29920-1

Attachment 4

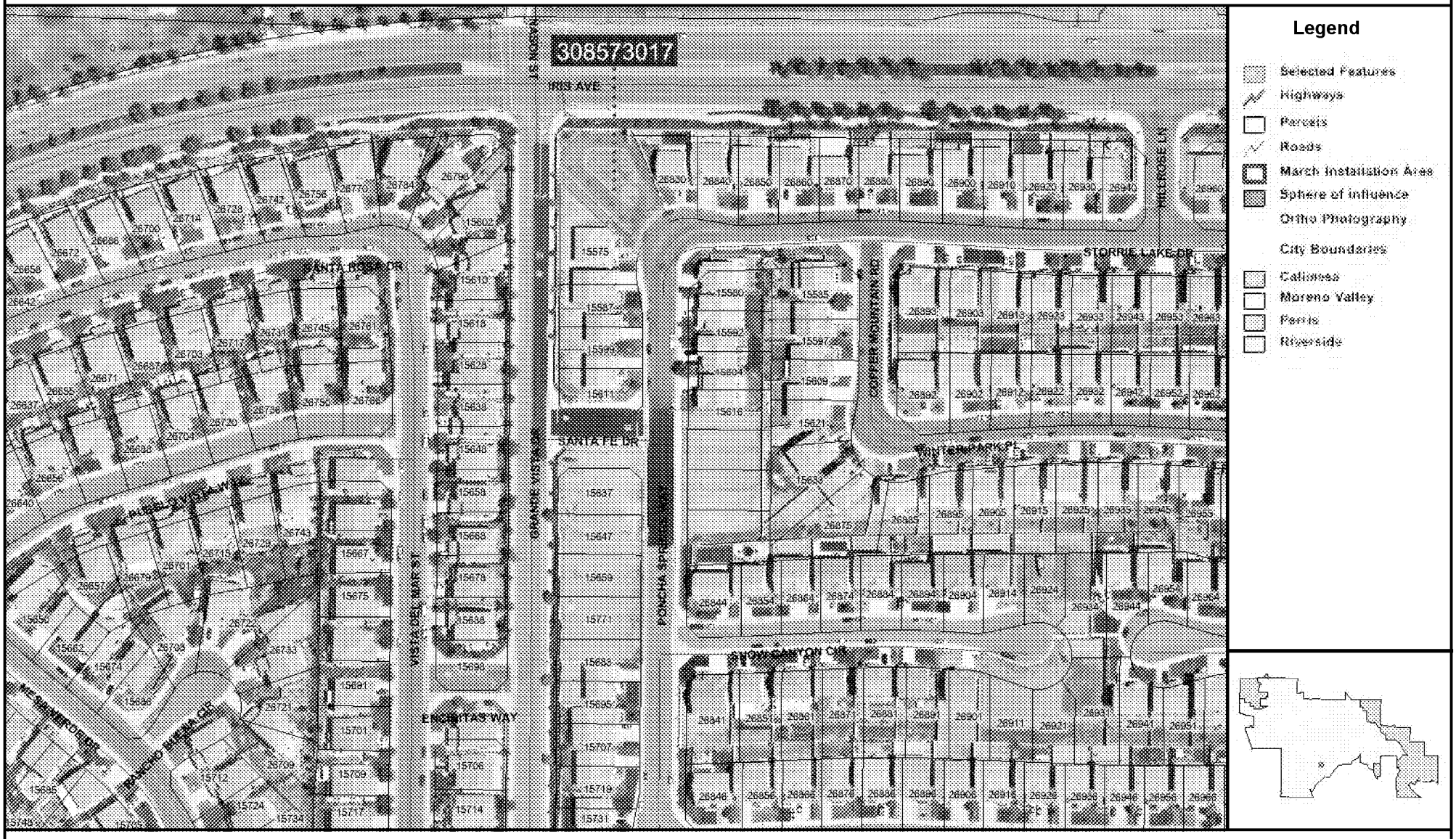

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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N

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Powered By GeoSmart.net

Printed: 2/22/2013 10:54:37 AM

MORENO VALLEY

MV00207359

Map ID 25 - Tract 29920

Attachment 4

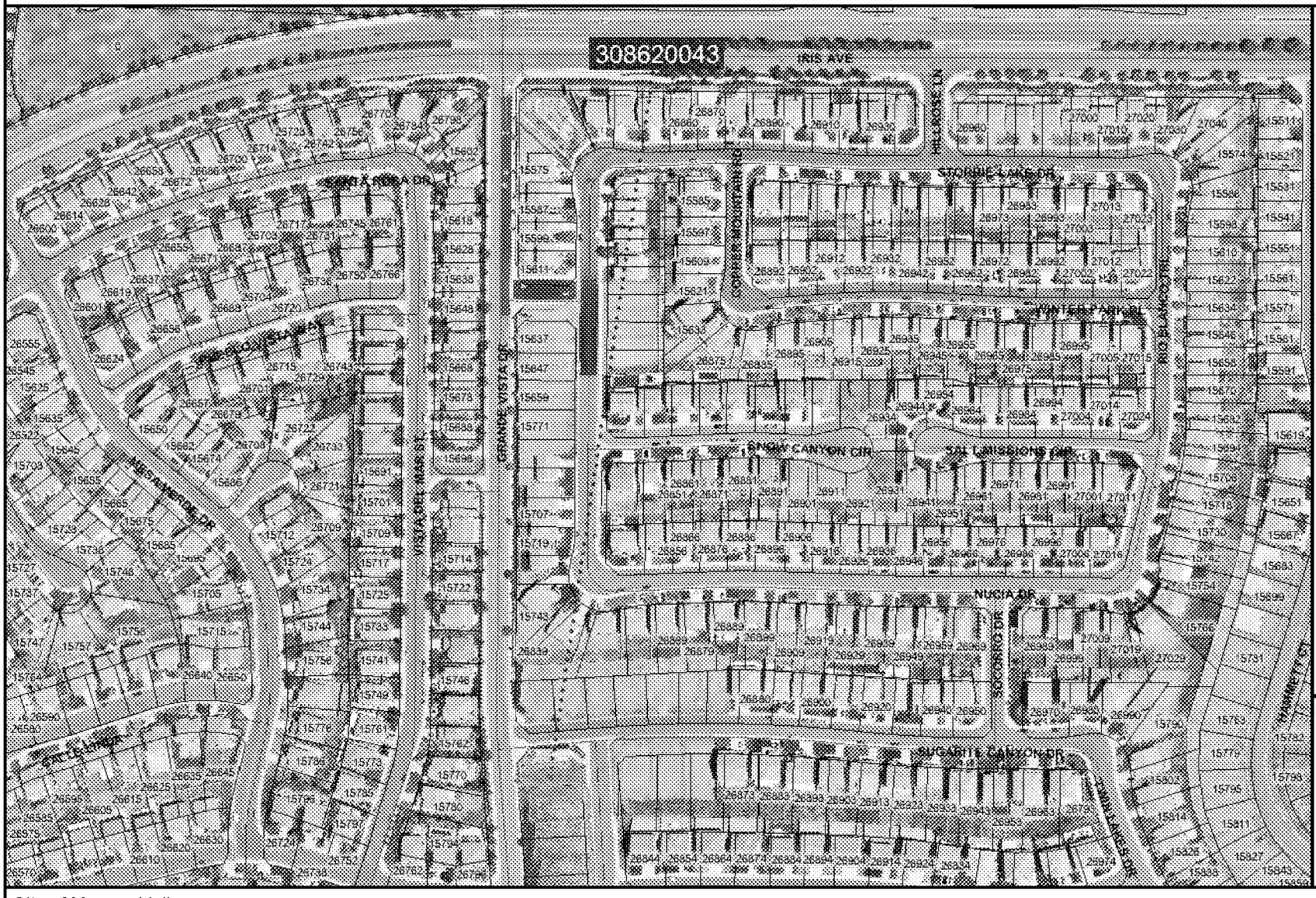

Legend

- Selected Features
- Highways
- Parcels
- Roads
- March Installation Area
- Sphere of Influence
- Ortho Photography

City Boundaries

- Calimesa
- Moreno Valley
- Perris
- Riverside

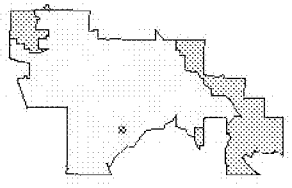

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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N

0 150 300 600ft

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Printed: 2/22/2013 10:56:35 AM

MORENO VALLEY

MV00207360

Map ID 26 - Tract 33437

Attachment 4

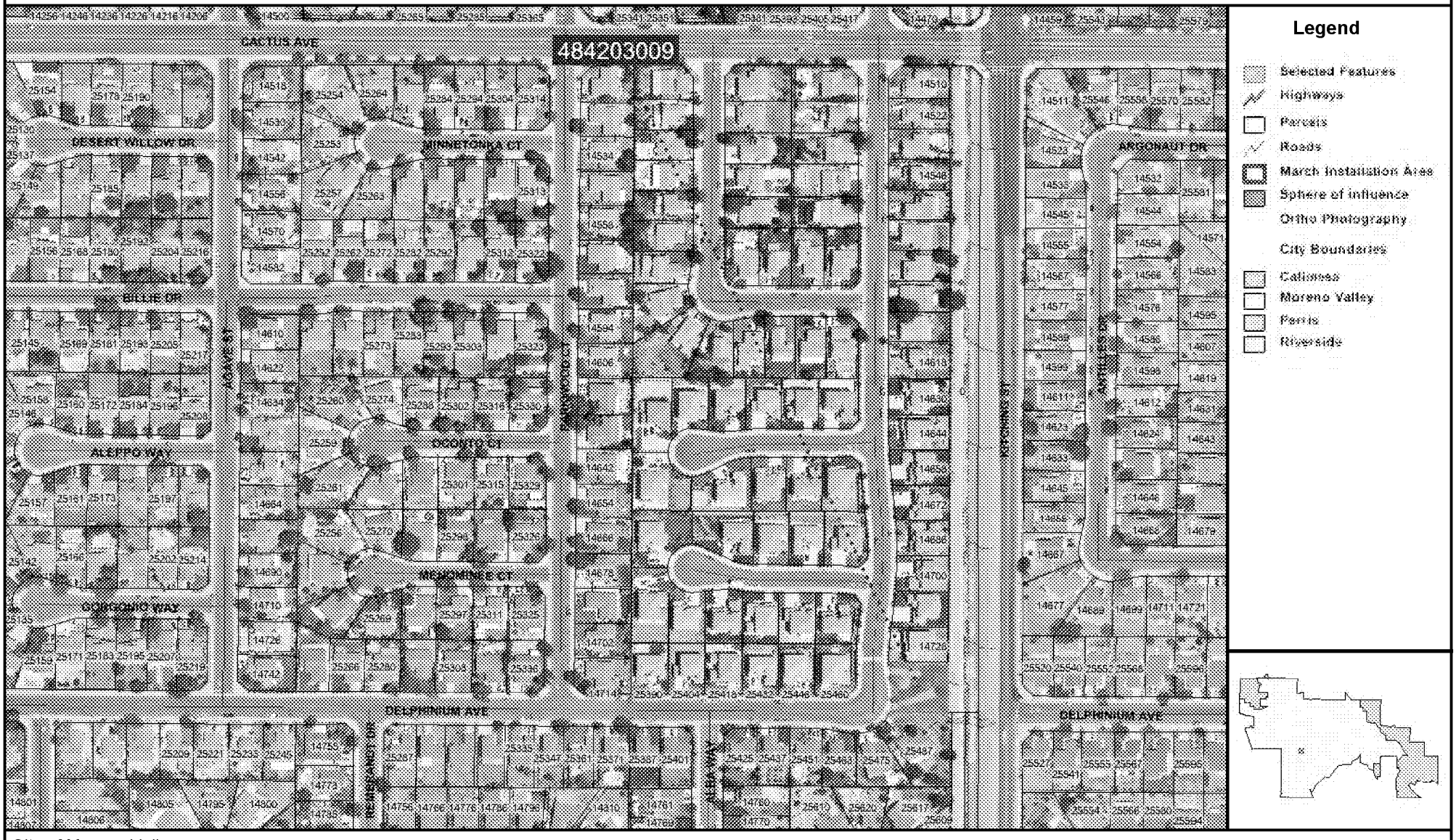

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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N

0 100 200 400ft

Powered By GeoSmart.net

Printed: 2/22/2013 11:02:27 AM

MORENO VALLEY

MV00207361

Map ID 27 - Tract 32018

Attachment 4

Legend

- Selected Features
- Highways
- Parcels
- Roads
- March Installation Area
- Sphere of Influence
- Ortho Photography

City Boundaries

- Calimesa
- Moreno Valley
- Perris
- Riverside

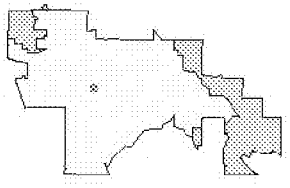

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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N

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Printed: 2/22/2013 11:00:30 AM

MORENO VALLEY

MV00207362

Map ID 29 - Tract 31424/31269

Attachment 4

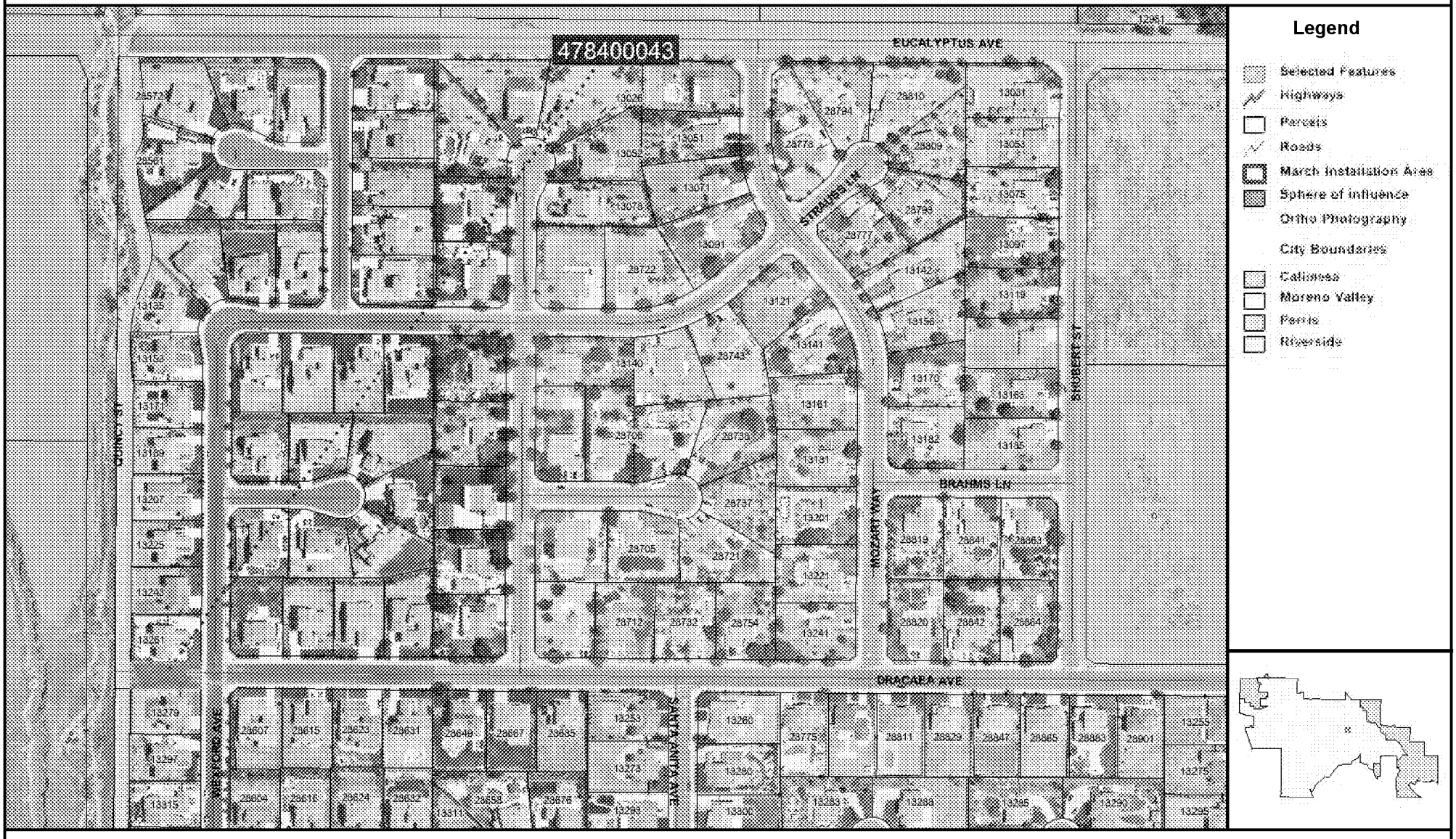

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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N

0 150 300 600ft

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MORENO VALLEY

MV00207363

Map ID 30 - Tract 32834

Attachment 4

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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N

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Powered By GeoSmart.net

Printed: 2/22/2013 10:40:29 AM

MORENO VALLEY

MV00207364

Map ID 32 - Tract 33256

Attachment 4

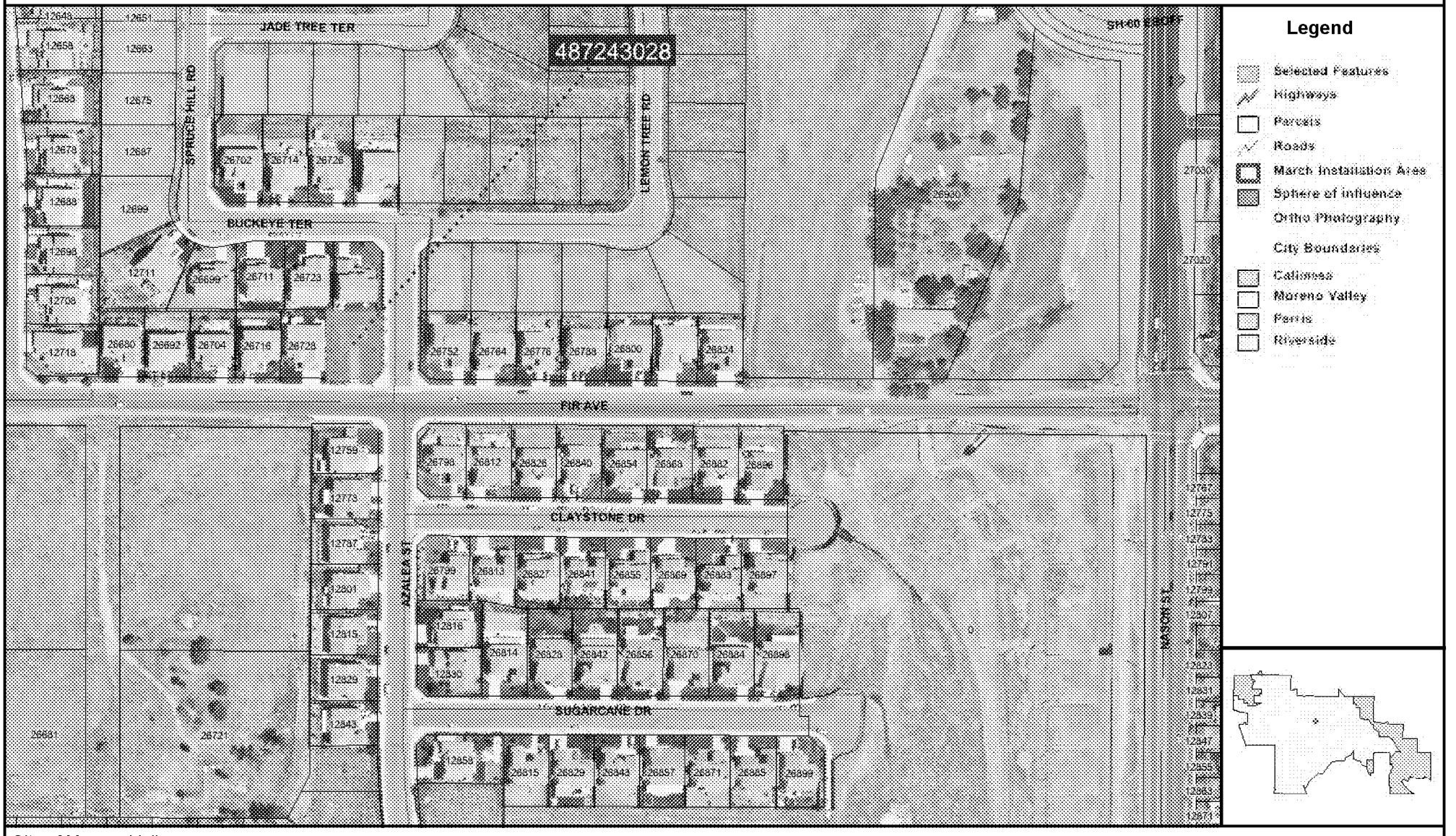

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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N

0 100 200 400ft

Powered By GeoSmart.net

Printed: 2/22/2013 10:43:14 AM

MORENO VALLEY

MV00207365

February 26, 2013

ADDENDUM NO. 2

CITY OF MORENO VALLEY
LANDSCAPING AND IRRIGATION MAINTENANCE
OF
THE WATER QUALITY CONTROL BASINS
RFP NO. 12/13-09
PROJECT NO. WQB-12/13

The changes, omissions, and/or additions to the contract documents as noted on the attached shall apply to proposals made for and to the execution of the various parts of the work affected thereby; all other conditions shall remain the same.

Careful note of the Addendum shall be taken by all parties of interest so that the proper allowances may be made in strict accordance with Addendum No. 2 and all trades shall be fully advised in the performance of the work, which will be required of them.

In case of conflict between the contract documents and this Addendum, Addendum No. 2, this addendum shall govern.

CONTRACT DOCUMENT CHANGES – ADDENDUM 2

- Exhibit C, Payment Terms, Section 1, A. of the Contractor's Compensation shall read as follows:

  A. The Contractor will be paid monthly per site based upon successful performance of the maintenance services provided in compliance with the terms and provisions of this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports for the: 1) Maintenance performed - Monthly Landscape Service Report, 2) Greenwaste, Report, 3) Weekly Irrigation Reports, 4) Log of any complaints received, 5) Hazards noted, and 6) Chemicals used in the prior month, and 7) A detailed invoice for services in accordance with the Contract price for the work performed, which shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved.

- Exhibit D, Term of Contract, Section 1, A. should read as follows:

  A. Following approval by both parties, the Contract will commence on July 1, 2013, and shall terminate June 30, 2014, (12) months thereafter.

MORENO VALLEY
WHERE DREAMS SOAR

March 7, 2013

ADDENDUM NO. 3

CITY OF MORENO VALLEY
LANDSCAPING AND IRRIGATION MAINTENANCE
OF
THE WATER QUALITY CONTROL BASINS
RFP NO. 12/13-09
PROJECT NO. WQB-12/13

The changes, omissions, and/or additions to the contract documents as noted on the attached shall apply to proposals made for and to the execution of the various parts of the work affected thereby; all other conditions shall remain the same.

Careful note of the Addendum shall be taken by all parties of interest so that the proper allowances may be made in strict accordance with Addendum No. 3 and all trades shall be fully advised in the performance of the work, which will be required of them.

In case of conflict between the contract documents and this Addendum, Addendum No. 3, this addendum shall govern.

CONTRACT DOCUMENT CHANGES – ADDENDUM 3

- Change to Addendum No. 1, Map ID 19 – Tract 30320

  Map ID 19 – Tract 30320 should references Assessor Parcel No. (APN) 312334006, which is a Water Quality Basin and Not APN 312333006, which is a single family residential unit. (Attached is a copy of the revised map to be referenced in locating Water Quality Basin sites).

  Please note the location maps as provided in Addendum No. 1 and this Addendum No. 3 are for general reference of the Water Quality Basin site locations. <u>It is strongly recommended that Proposers interested in submitting a proposal use this information as a guide for determining locations and that a field examination of the physical sites be conducted by Proposers.</u>

MV00207369

Map ID 19 - Tract 30320

Legend

- Selected Features
- Street Lights
- HOA
- Edison
- MV Utility
- Highways
- Parcels
- Roads
- March Installation Area
- Waterbodies
- Sphere of Influence
- Ortho Photography

City Boundaries

- Calimesa
- Moreno Valley
- Perris
- Riverside

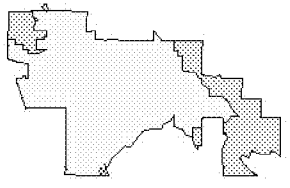

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

DISCLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.

N

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Powered By GeoSmart.net

Printed: 3/7/2013 11:18:50 AM

MORENO VALLEY

MV00207370

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer and John C. Terell, Interim Community & Economic Development Director

AGENDA DATE: June 25, 2013

TITLE: P10-085 – ACCEPT THE AGREEMENT AND SECURITY FOR PUBLIC IMPROVEMENTS

RECOMMENDED ACTION

Recommendations:

1. Accept the Agreement and Irrevocable Letters of Credit for Public Improvements for P10-085.
2. Authorize the Mayor to execute the agreement.
3. Direct the City Clerk to forward the signed agreement to the County Recorder's office for recordation.
4. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

BACKGROUND

On March 24, 2011, the Community and Economic Development Department approved the conditions of approval for project P10-085. The project is located on west side of Pigeon Pass Road at Cougar Canyon Drive. The Amended Conditional Use Permit is a proposal to add a parking lot to the west of the existing parking lot to an existing church. The Conditions of Approval for this project require that the developer provide surety for the required public improvements.

DISCUSSION

The developer of this project has completed an Agreement for Public Improvements. The developer agrees to perform and complete all of the required street improvements within twenty-four (24) months of the date the agreement is executed. The street improvements include, but are not limited to: asphalt concrete, curb, gutter, cross gutter, sidewalk, spandrel, driveway approaches, access ramp and traffic signal modifications. The City Engineer may execute any future amendments to the agreement, subject to City Attorney approval, if the required street improvements are not completed within said timeframe.

Accompanying the agreement is an Irrevocable Letter of Credit as Faithful Performance security in the amount of $133,000 and an Irrevocable Letter of Credit as Labor and Material security in the amount of $66,500 issued by Citizens Business Bank.

FISCAL IMPACT

No fiscal impact is anticipated.

NOTIFICATION

Publication of agenda.

ATTACHMENTS

Attachment 1 - Vicinity Map
Attachment 2 – Agreement for Public Improvements
Attachment 3 – Irrevocable Letter of Credit for Faithful Performance
Attachment 4 – Irrevocable Letter of Credit for Material and Labor

Prepared By
Liz Plazola
Senior Administrative Assist.

Department Head Approval
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E
Engineering Division Manager

Department Head Approval
John C. Terell
Interim Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

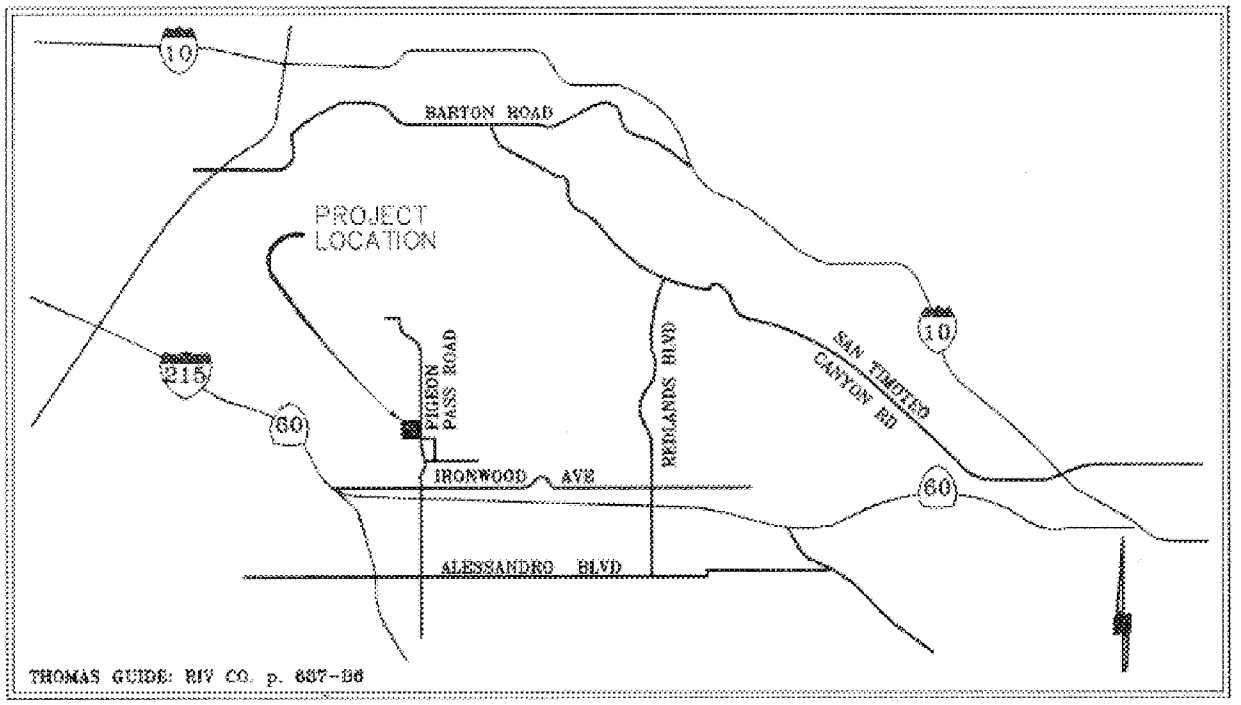

CITY OF MORENO VALLEY **COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT - LAND DEVELOPMENT** **ATTACHMENT 1**	**P10-085**

AGREEMENT FOR PUBLIC IMPROVEMENTS
FOR
PROJECT NO. P10-085

This Agreement, made and entered into by and between the City of Moreno Valley , State of California , hereinafter called City, and **Roman Catholic Bishop of San Bernardino, a Corporation Sole**, herein after called Developer, on the date the City signs this agreement.

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **P10-085** agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **TWENTY-FOUR (24)** months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code.

Security to guarantee the performance of this agreement shall be in the following amounts:

Faithful Performance security shall be in the sum of **ONE HUNDRED THIRTY-THREE THOUSAND AND NO/100** Dollars (*****$133,000.00*****). The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto.

Labor and Material security shall be in the sum of **SIXTY SIX THOUSAND FIVE HUNDRED AND NO/100** Dollars (*****$66,500.00*****). The estimated cost securing payment of labor and materials is fifty (50) percent of the total cost estimate of the improvements.

Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Upon entering the warranty period, the City shall retain ten percent of the original faithful performance security. Developer reserves the right to substitute the form of security, in accordance with the Moreno Valley Municipal Code, at any time during the term of this agreement, subject to approval of the City Engineer and City Attorney.

SECOND: Developer agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every said letter of credit or letters of credit with good and sufficient sureties or increase the amounts of said securities, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he

shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Developer of the insufficiency of said securities. Developer reserves the right to substitute the form of security in accordance with the City's Municipal Code at anytime during the term of this agreement, subject to approval by the City Engineer and City Attorney.

THIRD: Developer agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Developer further agrees that, if suit is brought upon this Agreement or any security guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

FOURTH: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, his agents or employees, in the performance of the work, and all of said liabilities are assumed by Developer. Developer agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Developer, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

FIFTH: The Developer hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed the work within the time specified or any extension thereof granted by the City.

SIXTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. The Developer's obligation under this provision shall be secured by the letters of credit securing performance of this Agreement.

SEVENTH: The Developer, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

EIGHTH: If the Developer, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Developer because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the letters of credit securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time **may** be granted by the City from time to time, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said letters of credit, Developer further agrees to maintain the aforesaid letters of credit in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City:
City Engineer
P.O. Box 88005
14177 Frederick
Moreno Valley, CA 92552-0805

Developer:
Roman Catholic Bishop of San Bernardino, a Corporation Sole
1201 E. Highland Ave.
San Bernardino, CA 92404

IN WITNESS WHEREOF Developer has affixed his name, address and seal.

Date approved by the City: _____

Roman Catholic Bishop of San Bernardino, a Corporation Sole:
Developer

BY: _____
Signature

Very Rev. Msgr. Gerard M. Lopez
Print/Type Name

Vicar General
Title

BY: _____
Signature

_____
Print/Type Name

_____
Title

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

By: _____
City Clerk

(SEAL)

CITY OF MORENO VALLEY

By: _____
Mayor

APPROVED AS TO FORM:
CITY ATTORNEY

Date: _____

By: _____
City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED IN QUADRUPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; PINK - DEVELOPER; GREEN - SURETY; BLUE - PROJECT FILE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

****

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

On *May 22, 2013*, before me, *Yolanda Lear*, Notary Public, personally appeared *Gerard M. Lopez*, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted executed the instrument.

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

WITNESS my hand and official seal.

Signature: Yolanda Lear

YOLANDA LEAR
Commission # 2010339
Notary Public - California
San Bernardino County
My Comm. Expires May 8, 2017

(This area for Official Notary Seal)

********** OPTIONAL **********

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: CITY AGREEMENT

Document Date: 5/22/13 Number of Pages: TEN

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner -- ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

☐ Signer is Representing: _____

Right Thumbprint

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner -- ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

☐ Signer is Representing: _____

Right Thumbprint

VBG
5/9/13

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: P10-085
0
St. Patrick's Church

DATE: 03/09/12
PREPARED BY: Vince Giron

PUBLIC PAVEMENT SECTIONS

TYPE			QUANTITY	UNIT	UNIT PRICE	TOTAL
Street Work - Non DIF Non TUMF						
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 1	0.75	Thickness (ft.)				
	228	S.F.	12	Ton	33.00	396
A.C. - Street 1	0.45	Thickness (ft.)				
	228	S.F.	7	Ton	80.00	560
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Street Work - DIF						
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Street Work - TUMF						
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
					SUBTOTAL:	956

VBG
5/9/13

EXHIBIT "A"
ENGINEER'S ESTIMATE

DATE: 03/09/12
PREPARED BY: Vince Giron

PROJECT: P10-085
0 **PUBLIC STREET WORK**
St. Patrick's Church

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Offsite Street Work				
Pavement				
Grind & Pave 0.15'	0	S.F.	3.25	0
A.C. Cap/Overlay	0	Ton	80.00	0
Slurry Seal (Based on $150/Ton Type II)	0	S.Y.	2.25	0
Paving Fabric	0	S.Y.	1.20	0
Sawcut	118	L.F.	3.00	354
Utility Trench	0	L.F.	17.00	0
Trench Repaving	0	S.F.	12.00	0
Redwood Header	0	L.F.	6.00	0
A.C. Berm - 6"	0	L.F.	10.00	0
A.C. Berm - 8"	0	L.F.	15.00	0
Adjust M.H. to Grade	0	EA.	800.00	0
Adjust Water Valve to Grade	0	EA.	400.00	0
Remove & Dispose Existing Pavement & Base	228	SF	3.00	684
Remove Existing Curb & Gutter	114	L.F.	12.00	1,368
Concrete				
P.C.C. Paving - 6"	0	S.F.	6.50	0
P.C.C. Paving - 8"	0	S.F.	10.50	0
Curb and Gutter - 6"	0	L.F.	25.00	0
Curb and Gutter - 8"	0	L.F.	30.00	0
Curb and Gutter - 8" (DIF Street Name)	0	L.F.	30.00	0
Curb and Gutter - 8" (TUMF Street Name)	0	L.F.	30.00	0
Curb Only - 6"	0	L.F.	20.00	0
Curb Only - 8"	0	L.F.	25.00	0
Curb Only - 8" (DIF Street Name)	0	L.F.	25.00	0
Curb Only - 8" (TUMF Street Name)	0	L.F.	25.00	0
A.C. Curb 6"	0	L.F.	12.00	0
A.C. Curb 8"	0	L.F.	15.00	0
Cross Gutter and Spandrel	1316	S.F.	10.25	13,489
Remove Existing Sidewalk	1000	S.F.	3.00	3,000
Sidewalk (DIF Street Name - Pigeon Pass Rd)	1094	S.F.	7.00	7,658
Sidewalk (TUMF Street Name)	0	S.F.	7.00	0
Median Stamped Concrete	0	S.F.	14.00	0
Driveway Approach - 6"	0	S.F.	6.50	0
Driveway Approach - 8"	0	S.F.	10.50	0
Wheelchair Ramp	2	EA.	2,600.00	5,200
Alley Approach - 8"	0	S.F.	10.25	0
1/2 Alley Apron	0	S.F.	10.25	0
Barricade	0	L.F.	100.00	0
Bus Bay	0	EA.	15,000.00	0
Miscellaneous				
Relocate Power Poles	0	EA.	30,000.00	0
Relocate Power Poles (DIF Street Name)	0	EA.	30,000.00	0
Erosion Control	0	AC	5,000.00	0
Walls - Masonry: 6' Maximum	0	L.F.	100.00	0
Walls - Retaining: 6' Maximum	0	L.F.	150.00	0
Reinforced P.C.C. Retaining Walls	0	C.Y.	780.00	0
				0
			SUBTOTAL	31,753
Traffic Improvements (Plan Checked by Trans. Eng'rg.staff/Inspected by LDD staff)				
Traffic Striping/raised pavement markers	0	L.S.	–	0
Traffic Striping (DIF Street - Pigeon Pass Rd)	1	L.S.	5000	5,000
Street Name Sign	1	EA.	500.00	500
Stop Sign	0	EA.	200.00	0
Signs and Posts	0	EA.	200.00	0
Signs and Posts (DIF Street -Perris Blvd)	0	EA.	200.00	0
Street Sweeping Sign	0	EA.	200.00	0
Warning Markers - Type L, Type N	0	EA.	100.00	0
Traffic Control	0	L.S.	10000	0
Traffic Control (DIF Street Name - Pigeon Pass Rd)	1	L.S.	2500	2,500
Traffic Signal PB-Adjust to Grade	0	EA.	800.00	0
Metal Guard Rail	0	L.F.	90.00	0
			SUBTOTAL:	8,000
Bondable Street Work Only (not plan checked)				
Undergrounding of Utilities	0	L.F.	198.00	0
Cluster Mail Boxes	0	EA.	4,500.00	0
Relocate Mailbox	0	EA.	350.00	0
Relocate Cluster Mailbox	0	EA.	1,200.00	0
Monuments	0	EA.	300.00	0
Relocate Trees	0	EA.	2,500.00	0
			SUBTOTAL:	0

VBG
5/9/13

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: P10-085 0
St. Patrick's Church

DATE: 03/09/12
PREPARED BY: Vince Giron

PUBLIC STREET WORK (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Special Districts				
Landscaping - Medians	0	S.F.	6.00	0
Landscaping - Parkways	0	S.F.	6.00	0
Street Lights (9500 lumen)	0	EA.	608.00	0
Street Lights (22000 lumen)	0	EA.	668.00	0
			SPECIAL DISTRICTS SUBTOTAL:	0
Moreno Valley Utilities				
Electrical Utility Infrastructure	0	L.S.	0.00	0
			MVU SUBTOTAL:	0
Water Quality				
Landscaping	0	S.F.	6.00	0
Filtration Devices	0	EA	1000	0
Access Ramp PCC	0	S.F.	0	0
Low-Flow Pipe System	0	L.F.	0	0
Headwalls	0	EA	0	0
Outlets	0	EA	0	0
Risers	0	EA	0	0
Forebay PCC	0	S.F.	0	0
Toe of slope protection PCC	0	S.F.	20.00	0
			WQB SUBTOTAL:	0
Transportation Engineering				
Traffic Signal New (Interconnect, Controller, Software, Initial Coordination	0	EA.	272,000.00	0
Traffic Signal Modification	1	L.S.	70000	70,000
Traffic Signal Interconnect (Existing Signals Only)	0	L.F.	30.00	0
			TRANSPORTATION SUBTOTAL:	70,000

VBC
5/9/13

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: P10-085 — DATE: 03/09/12
0 — PREPARED BY: Vince Giron
St. Patrick's Church — PUBLIC STORM DRAIN SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipe				
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	0	L.F.	160.00	0
24" Reinforced Concrete Pipe (DIF Street Name)	0	L.F.	160.00	0
30" Reinforced Concrete Pipe	0	L.F.	180.00	0
36" Reinforced Concrete Pipe	0	L.F.	190.00	0
39" Reinforced Concrete Pipe	0	L.F.	200.00	0
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
66" Reinforced Concrete Pipe	0	L.F.	375.00	0
72" Reinforced Concrete Pipe	0	L.F.	414.00	0
78" Reinforced Concrete Pipe	0	L.F.	459.00	0
84" Reinforced Concrete Pipe	0	L.F.	505.00	0
90" Reinforced Concrete Pipe	0	L.F.	557.00	0
96" Reinforced Concrete Pipe	0	L.F.	613.00	0
102" Reinforced Concrete Pipe	0	L.F.	671.00	0
108" Reinforced Concrete Pipe	0	L.F.	724.00	0
114" Reinforced Concrete Pipe	0	L.F.	785.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
60" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
8' X 10' Reinforced Concrete Box	0	C.Y.	1200.00	0
8' X 12' Reinforced Concrete Box	0	C.Y.	1400.00	0
2 - 72" Reinforced Concrete Pipe	0	L.F.	840.00	0
3 - 4' X 2' Reinforced Concrete Pipe	0	L.F.	461.00	0
	0		0.00	0
Manholes				
Manhole No. 1	0	EA.	5000.00	0
Manhole No. 2	0	EA.	7200.00	0
Manhole No. 3	0	EA.	8500.00	0
Manhole No. 4	0	EA.	10000.00	0
	0		0.00	0
Catch Basins				
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	0	EA.	5500.00	0
Catch Basin (10')	0	EA.	6000.00	0
Catch Basin (14')	0	EA.	8000.00	0
Catch Basin (21')	0	EA.	12500.00	0
Local Depressions	0	EA.	535.00	0
Catch Basin (3.5') (DIF Street Name)	0	EA.	3100.00	0
Catch Basin (7') (DIF Street Name)	0	EA.	5500.00	0
Catch Basin (10') DIF Street Name)	0	EA.	6000.00	0
Catch Basin (14') (DIF Street Name)	0	EA.	8000.00	0
Catch Basin (21') (DIF Street Name)	0	EA.	12500.00	0
Local Depressions (DIF Street Name)	0	EA.	535.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	0	EA.	2100.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Removal/Relocation- Catch Basin	0	EA.	5000.00	0
Grated Catch Basin	0	EA.	6000.00	0
Headwall	0	EA.	5500.00	0

VBG
3/9/13

EXHIBIT "A"
ENGINEER'S ESTIMATE

DATE: 03/09/12
PREPARED BY: Vince Giron

PROJECT: P10-085
0
St. Patrick's Church

PUBLIC STORM DRAIN SYSTEM (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Structures				
Transition Structure	0	EA.	5500.00	0
Junction Structure	0	EA.	6500.00	0
Type IX Inlet Structure	0	EA.	2500.00	0
Inlet Structure (drop)	0	EA.	4000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48")	0	EA.	3000.00	0
Headwall	0	EA.	5500.00	0
Concrete Collar (Grater than 48")	0	EA.	5000.00	0
Modified Junction Structure	0	EA.	15000.00	0
End Cap	0	EA.	1000.00	0
Drains				
Terrace Drain	0	S.F.	10.00	0
Down Drain	0	S.F.	10.00	0
Parkway Drain	0	EA.	3500.00	0
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	0	EA.	250.00	0
"V" Gutter	0	S.F.	10.00	0
	0		0	0
Miscellaneous				
Rip Rap	0	TON	60.00	0
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
Manhole Shaft	0		6000.00	0
Access Opening	0		15000	0
			SUBTOTAL:	0

VRG
5/9/13

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: **P10-085** **0** **St. Patrick's Church**

PUBLIC WATER SYSTEMS

DATE: **03/09/12**
PREPARED BY: **Vince Giron**

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Water System				
4" PVC C-900	0	L.F.	25.00	0
6" PVC C-900	0	L.F.	30.00	0
8" PVC C-900	0	L.F.	35.00	0
10" PVC C-900	0	L.F.	40.00	0
12" PVC C-900	0	L.F.	60.00	0
16" PVC C-900	0	L.F.	90.00	0
18" PVC C-900	0	L.F.	135.00	0
20" PVC C-900	0	L.F.	180.00	0
	0	L.F.	0	0
Valves - Water System				
4" Gate Valve	0	EA.	715.00	0
6" Gate Valve	0	EA.	830.00	0
8" Gate Valve	0	EA.	1,340.00	0
10" Gate Valve	0	EA.	1,500.00	0
12" Gate Valve	0	EA.	2,300.00	0
16" Gate Valve	0	EA.	6,270.00	0
18" Gate Valve	0	EA.	14,300.00	0
4" Butterfly Valve	0	EA.	330.00	0
6" Butterfly Valve	0	EA.	520.00	0
8" Butterfly Valve	0	EA.	990.00	0
10" Butterfly Valve	0	EA.	1,200.00	0
12" Butterfly Valve	0	EA.	1,800.00	0
16" Butterfly Valve	0	EA.	2,700.00	0
18" Butterfly Valve	0	EA.	2,800.00	0
20" Butterfly Valve	0	EA.	4,200.00	0
24" Butterfly Valve	0	EA.	5,200.00	0
1" Air Vac Release	0	EA.	2,400.00	0
2" Air Vac Release	0	EA.	4,000.00	0
2" Backflow Preventor, Pad & Cover	0	EA.	4,300.00	0
4" Blow Off	0	EA.	3,500.00	0
6" Blow Off	0	EA.	4,000.00	0
	0		0.00	0
Fire Hydrants - Water System				
6" Standard Fire Hydrants	0	EA.	4,000.00	0
6" Super Fire Hydrants	0	EA.	4,500.00	0
	0		0.00	0
Services Connections				
1" Service	0	EA.	800.00	0
1" Service w/ 5/8" Service	0	EA.	2,000.00	0
1 1/2" Service	0	EA.	1,100.00	0
2" Service	0	EA.	1,600.00	0
	0		0.00	0
Fittings - Water System				
Misc. Fittings 4"	0		120.00	0
Misc. Fittings 6"	0		160.00	0
Misc. Fittings 8"	0		200.00	0
Misc. Fittings 10"	0		240.00	0
Misc. Fittings 12"	0		750.00	0
	0		0.00	0
Water Meters - Water System				
5/8" Meter	0		230.00	0
1" Meter	0		320.00	0
1 1/2" Meter	0		420.00	0
2" Meter	0		525.00	0
	0		0.00	0
Hot Tap Connections - Water System				
6" Hot Tap	0	EA.	1,750.00	0
8" Hot Tap	0	EA.	2,200.00	0
12" Hot Tap	0	EA.	3,150.00	0
Hot Tap Service Clamp	0	EA.	1,000.00	
Water Service	0	EA.	330.00	0
	0		0.00	0
Miscellaneous - Water System				
Thrust Block	0	CY	150.00	0
Jack & Bore	0	L.F.	300.00	0
Joint at Existing 8"	0	EA.	650.00	0
Adjust Water Meter Box to Grade	0	EA.	235.00	0
	0		0.00	0
			SUBTOTAL:	0

VBG
5/9/13

EXHIBIT "A"
ENGINEER'S ESTIMATE

DATE: 03/09/12
PREPARED BY: Vince Giron

PROJECT: P10-085
0
St. Patrick's Church

PUBLIC SEWER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Sewer System				
4" V.C. Pipe	0	L.F.	25.00	0
6" V.C. Pipe	0	L.F.	40.00	0
8" V.C. Pipe	0	L.F.	55.00	0
10" V.C. Pipe	0	L.F.	60.00	0
12" V.C. Pipe	0	L.F.	70.00	0
15" V.C. Pipe	0	L.F.	80.00	0
18" V.C. Pipe	0	L.F.	160.00	0
21" V.C. Pipe	0	L.F.	180.00	0
24" V.C. Pipe	0	L.F.	195.00	0
27" V.C. Pipe	0	L.F.	215.00	0
30" V.C. Pipe	0	L.F.	235.00	0
33" V.C. Pipe	0	L.F.	280.00	0
36" V.C. Pipe	0	L.F.	300.00	0
4" SDR - 35	0	L.F.	25.00	0
6" SDR - 35	0	L.F.	30.00	0
8" SDR - 35	0	L.F.	35.00	0
10" SDR - 35	0	L.F.	45.00	0
12" SDR - 35	0	L.F.	54.00	0
15" SDR - 35	0	L.F.	90.00	0
Concrete Encasement	0	L.F.	20.00	0
	0		0.00	0
Cleans Outs - Sewer System				
Clean-outs	0	EA.	730.00	0
Clean Out Lateral	0	EA.	200.00	0
	0		0.00	0
Manholes - Sewer System				
Standard Manhole 48"	0	EA.	3,140.00	0
Standard Manhole 48" Extra Depth	0	EA.	3,500.00	0
Standard Manhole 60"	0	EA.	4,500.00	0
Shallow Manhole	0	EA.	3,300.00	0
Adjust Manhole to Grade	0	EA.	630.00	0
Tie Into Existing Manhole	0	EA.	2,100.00	0
Rechannel Existing Manhole	0	EA.	1,500.00	0
Join Existing 8" Pipe	0	EA.	1,500.00	0
Join Existing 12" Pipe	0	EA.	2,000.00	0
Pavement around MH	0	S.F.	14.00	0
	0		0.00	0
Miscelleneous - Sewer System				
Wyes	0	EA.	90.00	0
TV Sewer	0	L.F.	1.20	0
Trench Paving	0	S.F.	5.00	0
Pavement Replacement	0	S.F.	3.00	0
			SUBTOTAL:	0

VBG
5/9/13

EXHIBIT "A"
ENGINEER'S ESTIMATE

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
BOND COMPUTATION SHEET

PROJECT: P10-085
0
St. Patrick's Church

DATE: 03/09/12
PREPARED BY: Vince Giron

IMPROVEMENT TYPE:

PAVEMENT SECTION WORK	:	$956
OFFSITE STREET WORK	:	$31,753
SPECIAL DISTRICTS	:	$0
MORENO VALLEY UTILITIES	:	$0
WATER QUALITY BASIN	:	$0
TRANSPORTATION ENGINEERING	:	$70,000
STORM DRAIN SYSTEM	:	$0
WATER SYSTEM	:	$0
SEWER SYSTEM	:	$0
TRAFFIC IMPROVEMENTS	:	$8,000
BONDABLE WORK (not plan checked)	:	$0
TOTAL COST (VALUE) OF IMPROVEMENTS:		$110,709
+20% CONTINGENCY:		$22,142
GRAND TOTAL:		$132,851

BOND AMOUNT: **$133,000**

CITIZENS BUSINESS BANK
The Bank Business Banks On

International Services
701 North Haven Avenue, Suite 300
Ontario, California 91764
Phone (909) 980-4030
Fax (909) 481-2101
Swift: CBBKUS6L

Attachment 3

IRREVOCABLE LETTER OF CREDIT AS FAITHFUL PERFORMANCE BOND

Irrevocable Letter of Credit No. 08-SB-4990
Dated: June 7, 2013

Project No. P10-085

Public R/W
Improvements US $133,000.00

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

Re: Irrevocable Letter of Credit Delivered as Improvement Security Pursuant to California Government Code Sections 66499 et seq. and Regulations of the City of Moreno Valley

Gentlemen:

Citizens Business Bank, a financial institution subject to regulation by the State of California and the United States Government, establishes and delivers to the City of Moreno Valley this irrevocable letter of credit in your favor for the account of Roman Catholic Bishop of San Bernardino, a Corporation Sole located at 1201 E. Highland Ave. San Bernardino, CA 92404 up to an aggregate sum of One Hundred Thirty-Three Thousand and No /100 Dollars (US $133,000.00) as "Improvement Security" as required by Government Code Sections 66499 et seq. and Regulations of the City of Moreno Valley, for Project No. P10-085.

All or any portion of the funds available pursuant to this Irrevocable Letter of Credit will be paid upon the written demand of the City of Moreno Valley. The written demand need not present documentation of any type as a condition of payment, including proof of loss, but will be available by your draft at sight drawn on us and accompanied by your signed certification stating either that:

1. Roman Catholic Bishop of San Bernardino, on behalf of St. Patrick Catholic Church, 10915 Pigeon Pass Rd., Moreno Valley has not complied with the performance requirements as set forth in the agreements entered into with the City of Moreno Valley;

OR

2. Roman Catholic Bishop of San Bernardino, on behalf of St. Patrick Catholic Church, 10915 Pigeon Pass Rd., Moreno Valley has not maintained the offsite improvements as set forth in the agreements entered into with the City of Moreno Valley for the one year guarantee and warranty period provided, however, that the maximum amount which may be drawn under this subparagraph 2. shall be limited to 10% of the Letter of Credit.

This Irrevocable Letter of Credit expires at the institution's counter on June 25, 2014; however, it is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for successive one year periods from the present and all future expiration dates thereof unless 60 days prior to any such date the institution shall notify the City in writing that the institution elects not to consider this letter of credit renewed for any such additional period. In the event of such notice, and in the event that the City does not notify the institution within 30 days of the date of the notice that it does not desire to receive the aggregate amount of the Letter of Credit, the institution shall forthwith send the aggregate amount of the Letter of Credit to the City by cashier's check. The notice and the cashier's check shall be given via certified mail, return receipt requested, to the City Council, City of Moreno Valley, 14177 Frederick Street, P.O. Box 88005, Moreno Valley, California 92552-0805, with copies to the City Engineer and the City Attorney.

When the work covered by the agreements is completed to the satisfaction of the City, the City Engineer of the City of Moreno Valley will accept the work and thereupon the amount of the obligation of this security will be reduced by 90% with the remaining 10% will be held as security for a one year guarantee period and warranty period provided for in the agreements.

Each draft hereunder must be endorsed on the reverse of this Letter of Credit and must bear upon its face "Drawn under Letter of Credit number 08-SB-4990 dated June 7, 2013 on Citizens Business Bank, 701 North Haven Avenue, Ontario, California 91764." We hereby agree with you that all drafts drawn under and in compliance with the terms of this credit will be duly honored if drawn and presented for payment at our counters on or before June 25, 2014, or any automatically extended expiration date, thereafter. Except so far as otherwise expressly stated herein, this Letter of Credit is subject to the "Uniform Customs Practice for Documentary Credits (2007), International Chamber of Commerce Publication Number 600."

THIS LETTER OF CREDIT IS IRREVOCABLE.

CITIZENS BUSINESS BANK

By: _____
Deborah A. Whiteley
Vice President/Operations Manager
International Services

By: _____
Lauren S. Maricic
International Banking Officer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Bernardino

On June 7, 2013 (Date) before me, Cynthia S. Burns, Notary Public (Here Insert Name and Title of the Officer),
personally appeared Deborah A. Whiteley and Lauren S. Masicic (Name(s) of Signer(s))

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

CYNTHIA S. BURNS
Commission # 1903042
Notary Public - California
San Bernardino County
My Comm. Expires Sep 25, 2014

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

WITNESS my hand and official seal.

Signature Cynthia S. Burns (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Irrevocable Letter of Credit

Document Date: June 7, 2013 Number of Pages: 2

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CITIZENS
BUSINESS BANK
The Bank Business Banks On

International Services
701 North Haven Avenue, Suite 300
Ontario, California 91764
Phone (909) 980-4030
Fax (909) 481-2101
Swift: CBBKUS6L

Attachment 4

IRREVOCABLE LETTER OF CREDIT
AS MATERIAL AND LABOR BOND

Irrevocable Letter of Credit No. 08-SB-4991
Dated: June 7, 2013

Project No. P10-085

Public R/W
Improvements US $66,500.00

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

Re: Irrevocable Letter of Credit Delivered as Security for Labor and Materials Pursuant to California Government Code Sections 66499 et seq. and Regulations of the City of Moreno Valley

Gentlemen:

Citizens Business Bank, a financial institution subject to regulation by the State of California and the United States Government, establishes and delivers to the City of Moreno Valley this irrevocable letter of credit in your favor for the account of Roman Catholic Bishop of San Bernardino, a Corporation Sole located at 1201 E. Highland Ave. San Bernardino, CA 92404 up to an aggregate sum of Sixty Six Thousand Five Hundred and No /100 Dollars (US $66,500.00) as "Security for Labor and Materials" as required by Government Code Sections 66499 et seq. and Regulations of the City of Moreno Valley, for Project No. P10-085.

All or any portion of the funds available pursuant to this Irrevocable Letter of Credit will be paid upon the written demand of the City of Moreno Valley. The written demand need not present documentation of any type as a condition of payment, including proof of loss, but will be available by your draft at sight drawn on us and accompanied by your signed certification stating that:

1. Roman Catholic Bishop of San Bernardino, on behalf of St. Patrick Catholic Church, 10915 Pigeon Pass Rd., Moreno Valley has not complied with the labor and material payment requirements as set forth in the agreements entered into with the City of Moreno Valley.

This Irrevocable Letter of Credit expires at the institution's counter on June 25, 2014; however, it is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for successive one year periods from the present and all future expiration dates thereof unless 60 days prior to any such date the institution shall notify the City in writing that the institution elects not to consider this letter of credit renewed for any such additional period. In the event of such notice, and in the event that the City does not notify the institution within 30 days of the date of the notice that it does not desire to receive the aggregate amount of the Letter of Credit, the institution shall forthwith send the aggregate amount of the Letter of Credit to the City by cashier's check. The notice and the cashier's check shall be given via certified mail, return receipt requested, to the City Council, City of Moreno Valley, 14177 Frederick Street, P.O. Box 88005, Moreno Valley, California 92552-0805, with copies to the City Engineer and the City Attorney.

When the work covered by the agreements is completed to the satisfaction of the City, the City Engineer of the City of Moreno Valley will accept the work and thereupon the amount of the obligation of this security will be reduced by 90% with the remaining 10% will be held as security for a one year guarantee period and warranty period provided for in the agreements.

Each draft hereunder must be endorsed on the reverse of this Letter of Credit and must bear upon its face "Drawn under Letter of Credit number 08-SB-4991 dated June 7, 2013 on Citizens Business Bank, 701 North Haven Avenue, Ontario, California 91764." We hereby agree with you that all drafts drawn under and in compliance with the terms of this credit will be duly honored if drawn and presented for payment at our counters on or before June 25, 2014, or any automatically extended expiration date, thereafter. Except so far as otherwise expressly stated herein, this Letter of Credit is subject to the "Uniform Customs Practice for Documentary Credits (2007), International Chamber of Commerce Publication Number 600."

THIS LETTER OF CREDIT IS IRREVOCABLE.

CITIZENS BUSINESS BANK

By: _____
Deborah A. Whiteley
Vice President/Operations Manager
International Services

By: _____
Lauren S. Maricic
International Banking Officer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Bernardino }

On June 7, 2013 (Date) before me, Cynthia S. Burns, Notary Public, (Here Insert Name and Title of the Officer)
personally appeared Deborah A Whiteley and Lauren S. Maricic (Name(s) of Signer(s))

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

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

WITNESS my hand and official seal.

Signature Cynthia S. Burns (Signature of Notary Public)

CYNTHIA S. BURNS
Commission # 1903042
Notary Public - California
San Bernardino County
My Comm. Expires Sep 25, 2014

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Irrevocable Letter of Credit

Document Date: June 7, 2013 Number of Pages: 2

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
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CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, Public Works Director/City Engineer and John Terell, Interim Community & Economic Development Director

AGENDA DATE: June 25, 2013

TITLE: TRACT MAP 31319 – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTIONS OF DUNLAVY COURT, INDIAN STREET AND HUBBARD STREET ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

RECOMMENDED ACTION

Recommendations:

1. Adopt the proposed Resolution No. 2013-54. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete Within Tract Map 31319 and Accepting the Portions of Dunlavy Court, Indian Street, and Hubbard Street Associated with the Project into the City's Maintained Street System.

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the remaining Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

BACKGROUND

On December 4, 2003, the Community and Economic Development Department of the City of Moreno Valley approved Tentative Tract Map 31319. The tentative tract map was a proposal to subdivide 31 lots.

On May 23, 2006, the City Council approved Tract Map 31319 and accepted the Agreement for Public Improvements and security for the project. The agreement required a Faithful Performance Bond in the amount of $1,017,000 and a Material & Labor Bond in the amount of $508,500. The bonds were issued by Western Insurance Company. The public improvements included but were not limited to asphalt paving, curb, gutter, sidewalk, driveway approaches, landscaping, street lights, storm drain, water, and sewer.

On April 27, 2010, the City Council approved a partial reduction to the Faithful Performance bond in the amount of $614,469. A partial reduction was also approved for the Material & Labor bond in the amount of $307,234.50.

The required improvements received on-going inspection during the construction process. Upon completion of the improvements, Community & Economic Development Department/Land Development performed an inspection, and a punch list was generated. The required corrective actions have been completed, and the improvements are now eligible for acceptance into the City's maintained street system.

DISCUSSION

The completed improvements have received a final inspection, and the improvements were completed in accordance with the approved plans and the standards of the City of Moreno Valley. In accordance with the Streets and Highway Code, the method for acceptance of improvements, per Section 1806, (a), and (b), is by action of the governing body, by resolution.

It is therefore appropriate to accept those improvements into the City's maintained street system and to provide a 90% reduction to the original Faithful Performance bond of $1,017,000. As there has been one partial reduction provided earlier, the amount remaining to reach the 90% reduction is Three Hundred Thousand Eight Hundred Thirty-Two dollars ($300,832.00). Ninety days after City Council approves the Faithful Performance Bond reduction, the remaining Material and Labor Bond will be exonerated by the City Engineer provided there are no stop notices or liens on file with the City Clerk. The remaining 10% of the Faithful Performance bond will be held for the one-year guarantee and warranty period. At the end of the guarantee and warranty period, the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Adopt the proposed Resolution authorizing the acceptance of the public improvements within Tract Map 31319 as complete and accepting the portions of Dunlavy Court, Indian Street and Hubbard Street associated with the project into the City's Maintained Street system. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the remaining Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk,

and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

2. Do not adopt the proposed Resolution authorizing the acceptance of the public improvements within Tract Map 31319 as complete and accepting the portions of Dunlavy Court, Indian Street and Hubbard Street associated with the project into the City's Maintained Street system. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the remaining Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

FISCAL IMPACT

The acceptance of these street improvements into the City's maintained street system will create an additional fiscal impact to the street maintenance program of the City (Fund 2000-Gas Tax, Fund 2001-Measure "A", and Fund 2008-NPDES. Fund 2000 is restricted to the construction and maintenance of streets and roadways. Fund 2001 is restricted for transportation projects only for the purposes of construction, maintenance and operation of streets and roadways. The County Service Area (CSA) levy collected from property owners support current NPDES Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the CSA 152 annual levy are restricted for use only within the Storm Water Management program).

NOTIFICATION

Publication of agenda

ATTACHMENTS

Attachment 1 – Vicinity Map
Attachment 2 – Proposed Resolution

Prepared By:
Liz Plazola
Sr. Administrative Assistant

Department Head Approval:
Ahmad R. Ansari
Public Works Director/City Engineer

Concurred By:
Mark W. Sambito, P.E.
Engineering Division Manager

Department Head Approval:
John C. Terell
Interim Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

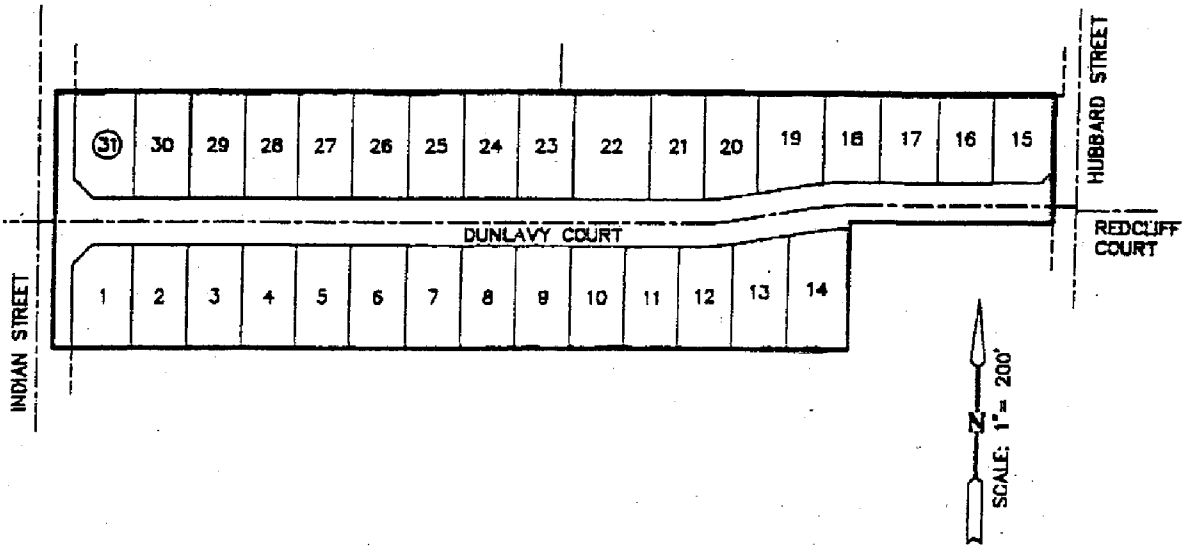

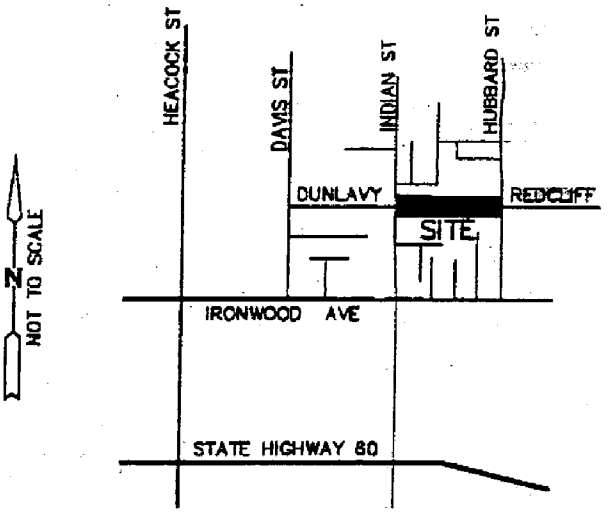

VICINITY MAP – NO SCALE

THOMAS BROS. PG. 717
COORD. F-1 (2005)

CITY OF MORENO VALLEY COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT - LAND DEVELOPMENT **Attachment 1**	**Tract 31319**

RESOLUTION NO. 2013-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE WITHIN TRACT MAP 31319 AND ACCEPTING THE PORTIONS OF DUNLAVY COURT, INDIAN STREET, AND HUBBARD STREET ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by Bella Vista Moreno Valley, LLC on Dunlavy Court, Indian Street, and Hubbard Street associated with the project were constructed according to the approved plans on file with the City of Moreno Valley and

WHEREAS, the City Engineer has determined that those improvements were inspected during construction and were completed in an acceptable manner and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public improvements as complete within Tract Map 31319 and accept Dunlavy Court, Indian Street and Hubbard Street associated with the project into the City's maintained street system and

WHEREAS, it is in accordance with Streets and Highway Code, Section 1806, (a) and (b), for City Council to perform this action by resolution

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: that the public improvements within Tract Map 31319 are complete, and Dunlavy Court, Indian Street and Hubbard Street associated with the project are accepted into the City's maintained street system.

APPROVED AND ADOPTED this 25th day of June, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-54 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, Public Works Director/City Engineer

AGENDA DATE: June 25, 2013

TITLE: WASTE MANAGEMENT OF THE INLAND EMPIRE FY 2013/2014 RATE ADJUSTMENT

RECOMMENDED ACTION

Recommendation:

1. Approve the Waste Management of the Inland Empire proposed FY 2013/2014 Rate Adjustment.

BACKGROUND

Waste Management of the Inland Empire has had an exclusive agreement with the City of Moreno Valley for the collection, transportation, recycling, and disposal of solid waste since April of 1991. The terms and conditions of the original contract were renegotiated and adopted on July 1, 2008. As part of this agreement, the Contractor Service Rates are to be adjusted annually to reflect changes in the Consumer Price Index (CPI), disposal (e.g. tipping fees or tonnage increases), changes in service, and extraordinary costs. The City Council has the authority to approve these annual rate adjustments.

DISCUSSION

The franchise agreement with Waste Management of the Inland Empire stipulates that an annual CPI adjustment shall be made effective the first day of July of each calendar year and other adjustments such as tipping fees, service costs, and extraordinary costs, shall be made effective as they occur. The agreement with Waste Management states that the CPI shall be derived by multiplying with service component (Waste Management's cost to provide service to Moreno Valley) by the percentage increased or decreased in the CPI for March of the immediate preceding year. The combination of a

CPI adjustment for FY 2013/2014 of 1.29%, a 1.94% increase in Riverside County tipping fees, and the decrease in household disposal, results in a residential service component rate increase of $0.23 per month, per home.

This is inclusive of a $0.03 discount that has been applied to the disposal component to account for the 2013 estimated annual rebate amount for the bulky item program. This rebate is administered by the Riverside County Waste Management Department under a program initiated in 1999 that provides a rebate for waste service programs that include a bulky item pick-up services. The net effect of the decreased pounds per household and bulky item rebate and the increased Riverside County tipping fees is a disposal component rate increase of $0.02 per month, per home.

Accordingly, with an increase in the disposal component of $0.02 per month, an increase in the residential service component of $0.20 per month, and an increase in the green waste component of $0.01 per month, the new monthly residential rate reflects a total change of an increase of $0.23 and the new rate is $21.55.

Relative to commercial rates, the 1.94% increase in Riverside County tipping fees and the increase in commercial disposal tonnage results in a commercial disposal component rate increase of 4.89%. The service component continues to reflect bundled commercial trash/recycling service as directed by the City Council on June 26, 2013.

The bundled rates were developed to comply with Assembly Bill 341 (AB341). AB 341 requires businesses, public entities, and multi-family housing complexes to implement a recycling program. The recycling program was implemented on July 1, 2012. The goal of this legislation is to reduce commercial solid waste from landfills and reduce green house gas emissions.

The attached exhibit shows details of the proposed new fees for FY 2013/2014 for all classifications.

ALTERNATIVES

1. Approve the Waste Management of the Inland Empire proposed FY 2013/2014 Rate Adjustment. *This would ensure compliance with the existing Waste Management Franchise Agreement.*

2. Do not approve the Waste Management of the Inland Empire proposed FY 2013/2014 Rate Adjustment. *This would result in non-compliance with the existing Waste Management Franchise Agreement and could result in Waste Management's inability to continue to perform their service as per the contract specifications.*

FISCAL IMPACT

The City receives a 12.13% franchise fee on all monies collected by Waste Management of the Inland Empire. Any increase or decrease in rates has a proportionate effect on revenues received by the City. Any decrease in the current rates would negatively affect the general fund.

CITY COUNCIL GOALS

Revenue Diversification and Preservation - Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

Community Image, Neighborhood Pride and Cleanliness - Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

NOTIFICATION

Publication of the City Council Agenda.

ATTACHMENTS

Attachment 1: City of Moreno Valley Summary of Refuse and Recycling Rates Effective July 1, 2013.

Prepared By:
Ariana Ayala
Management Analyst

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Robert R. Lemon
Maintenance & Operations Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

City of Moreno Valley
Attachment 1
Summary of Refuse and Recycling Rates
Effective July 1, 2013

Service Type		Current Rate	Rate Adjustment	Proposed Rate
Commercial & Multi-family (1 Recycle Bin included with each Trash Bin)				
Size	Freq			
1.5	1	$ 98.89	$ 1.64	$ 100.53
1.5	2	$ 178.06	$ 3.04	$ 181.10
1.5	3	$ 252.39	$ 4.36	$ 256.75
1.5	4	$ 324.37	$ 5.66	$ 330.03
1.5	5	$ 401.08	$ 7.02	$ 408.10
1.5	6	$ 475.39	$ 8.35	$ 483.74
2	1	$ 114.89	$ 1.97	$ 116.86
2	2	$ 206.97	$ 3.65	$ 210.62
2	3	$ 293.28	$ 5.26	$ 298.54
2	4	$ 376.99	$ 6.83	$ 383.82
2	5	$ 466.11	$ 8.47	$ 474.58
2	6	$ 552.46	$ 10.08	$ 562.54
3	1	$ 146.87	$ 2.63	$ 149.50
3	2	$ 264.52	$ 4.89	$ 269.41
3	3	$ 375.04	$ 7.05	$ 382.09
3	4	$ 482.28	$ 9.17	$ 491.45
3	5	$ 596.10	$ 11.38	$ 607.48
3	6	$ 706.60	$ 13.55	$ 720.15
4	1	$ 187.14	$ 3.40	$ 190.54
4	2	$ 337.22	$ 6.32	$ 343.54
4	3	$ 478.10	$ 9.12	$ 487.22
4	4	$ 614.88	$ 11.87	$ 626.75
4	5	$ 759.88	$ 14.72	$ 774.60
4	6	$ 900.79	$ 17.53	$ 918.32
6	1	$ 236.50	$ 4.53	$ 241.03
6	2	$ 428.21	$ 8.48	$ 436.69
6	3	$ 609.05	$ 12.29	$ 621.34
6	4	$ 784.90	$ 16.03	$ 800.93
6	5	$ 970.76	$ 19.91	$ 990.67
6	6	$ 1,151.55	$ 23.71	$ 1,175.26
Commercial Compactor				
Size	Freq			
1.5	1	$ 125.45	$ 2.73	$ 128.18
1.5	2	$ 231.19	$ 5.20	$ 236.39
1.5	3	$ 332.11	$ 7.61	$ 339.72
1.5	4	$ 430.69	$ 9.99	$ 440.68
1.5	5	$ 533.98	$ 12.43	$ 546.41
1.5	6	$ 634.84	$ 14.83	$ 649.67
2	1	$ 150.32	$ 3.42	$ 153.74
2	2	$ 277.85	$ 6.54	$ 284.39
2	3	$ 399.59	$ 9.58	$ 409.17
2	4	$ 518.77	$ 12.60	$ 531.37
2	5	$ 643.31	$ 15.68	$ 658.99
2	6	$ 765.09	$ 18.73	$ 783.82
3	1	$ 200.00	$ 4.80	$ 204.80
3	2	$ 370.82	$ 9.21	$ 380.03
3	3	$ 534.49	$ 13.54	$ 548.03
3	4	$ 694.92	$ 17.82	$ 712.74
3	5	$ 861.90	$ 22.19	$ 884.09
3	6	$ 1,025.57	$ 26.52	$ 1,052.09
4	1	$ 258.05	$ 6.28	$ 264.33
4	2	$ 478.99	$ 12.09	$ 491.08
4	3	$ 690.73	$ 17.77	$ 708.50
4	4	$ 898.38	$ 23.40	$ 921.78
4	5	$ 1,114.26	$ 29.14	$ 1,143.40
4	6	$ 1,326.08	$ 34.83	$ 1,360.91

Service Type		Current Rate	Rate Adjustment	Proposed Rate	
Recycling Bins					
Size	Freq				
All Sizes	1	$ 63.89	$ 0.82	$ 64.71	Over 1 bin
All Sizes	2	$ 127.77	$ 1.65	$ 129.42	Over 1 bin
All Sizes	3	$ 191.66	$ 2.47	$ 194.13	Over 1 bin
All Sizes	4	$ 255.55	$ 3.29	$ 258.84	Over 1 bin
All Sizes	5	$ 319.44	$ 4.12	$ 323.56	Over 1 bin
All Sizes	6	$ 383.32	$ 4.94	$ 388.26	Over 1 bin
Commercial Misc Services					
Temp bin service (up to 7 days)		$ 130.78	$ 1.69	$ 132.47	
Temp bin service (30 days)		$ 288.68	$ 3.72	$ 292.40	
Extra empty - first bin		$ 52.62	$ 0.68	$ 53.30	
Extra empty - addl bins		$ 22.56	$ 0.29	$ 22.85	
Pull-out service per bin					
0-15 feet		N/C		N/C	
16-35 feet		$ 15.16	$ 0.20	$ 15.36	
36-50 feet		$ 22.75	$ 0.29	$ 23.04	
Over 51 feet		$ 30.34	$ 0.39	$ 30.73	
Locking container		$ 37.92	$ 0.49	$ 38.41	
Restart fee		$ 45.50	$ 0.59	$ 46.09	
Special bin/container lid		$ 14.97	$ 0.19	$ 15.16	
Overage fees		$ 52.64	$ 0.68	$ 53.32	
Bin exchange - over 1 per year		$ 45.00	$ 0.58	$ 45.58	
Bin exchange - service level change		$ 45.00	$ 0.58	$ 45.58	
Bulky item collection		$ 16.87	$ 0.22	$ 17.09	
Set up fee		$ 26.37	$ 0.34	$ 26.71	
Redelivery fee		$ 52.74	$ 0.68	$ 53.42	
Commercial Recycle Contamination		$ 52.62	$ 0.68	$ 53.30	Per P/U
Rolloff					
Hauling fee		$ 215.18	$ 2.77	$ 217.95	+ landfill
Compactor hauling fee		$ 311.04	$ 4.01	$ 315.05	+ landfill
Monthly minimum pull fee		$ 215.18	$ 2.77	$ 217.95	
Monthly minimum pull fee		$ 311.04	$ 4.01	$ 315.05	
Temporary flat fee (incl 4 tons)		$ 382.63	$ 4.93	$ 387.56	+ landfill >4
C&D flat fee (incl 4 tons)		$ 404.03	$ 5.21	$ 409.24	+ landfill >4
Co-mingle C&D haul fee		$ 417.16	$ 5.38	$ 422.54	+ landfill
Delivery		$ 74.99	$ 0.97	$ 75.96	
Extra trip		$ 74.99	$ 0.97	$ 75.96	
Relocation		$ 74.99	$ 0.97	$ 75.96	
Set up fee		$ 26.36	$ 0.34	$ 26.70	
Residential Service					
Single family rate		$ 21.32	$ 0.23	$ 21.55	
Senior citizen discount rate		$ 19.19	$ 0.21	$ 19.40	
Addl 35 gal refuse container		$ 3.74	$ 0.04	$ 3.78	
Addl 64 gal refuse container		$ 4.87	$ 0.06	$ 4.93	
Addl 64 gal G/W container		N/C		N/C	Max one
Addl 96 gal refuse container		$ 6.48	$ 0.08	$ 6.56	
Addl 96 gal G/W container		$ 5.98	$ 0.08	$ 6.06	
Addl 96 gal recycle container		$ 2.43	$ 0.03	$ 2.46	
Per bag charge		$ 2.61	$ 0.03	$ 2.64	
Container changes over 1 per year		$ 10.47	$ 0.13	$ 10.60	
Addl bulky item pick-up*		$ 16.87	$ 0.22	$ 17.09	minimum
Curbside E-waste (over 3 free)		$ 16.87	$ 0.22	$ 17.09	
Temporary bin service		$ 130.79	$ 1.68	$ 132.47	
Temporary bin service		$ 288.68	$ 3.72	$ 292.40	
Set up fee		$ 12.66	$ 0.16	$ 12.82	

*In excess of one item per week

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, Public Works Director/City Engineer

AGENDA DATE: June 25, 2013

TITLE: ADOPT RESOLUTION OF THE CITY OF MORENO VALLEY SUPPORTING THE RE-DESIGNATION OF RIVERSIDE COUNTY AS A RECYCLING MARKET DEVELOPMENT ZONE DUE TO AN INCREASE IN BOUNDARIES

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. 2013-55. A Resolution of the City of Moreno Valley Supporting the Redesignation of Riverside County as a Recycling Market Development Zone Due to an Increase in Boundaries.

BACKGROUND

In 1992, the California Department of Resources Recycling and Recovery (CalRecycle) Department designated portions of Riverside County as a Recycling Market Development Zone (RMDZ) in order to help divert waste from landfills and stimulate the manufacturing of new, recycled products.

The RMDZ Loan Program provides low-interest loans to private businesses and not-for-profit organizations to increase diversion of non-hazardous solid waste from landfills and to promote market demand for secondary and postconsumer materials.

The program can fund a maximum of 75% of costs directly attributed to an eligible project up to a maximum of $2,000,000 whichever is less. Businesses and non-profit organizations can use the funds for machinery and equipment, working capital, real estate purchase and improvements, and refinancing of onerous debt that results in increased diversion. CalRecycle provides the following Technical Assistance to businesses, which include:

- Locating manufacturing materials (feedstock)
- Finding markets for products
- Providing current market condition/trends
- Evaluating technology and equipment
- Providing geographical data on demographics, waste streams, and economics,
- Free product marketing through RecycleStore, an online site that links buyers in direct contact with recycling-based manufacturers

The City of Moreno Valley is one among eight other cities within Riverside County who are currently a part of the program. They include: Moreno Valley, Perris, San Jacinto, Hemet, Cathedral City, Indio, Coachella, and Blythe.

DISCUSSION

The County of Riverside's RMDZ designation, including the City of Moreno Valley, expires August 25, 2013 and in order to maintain the benefits of this designation, the County has to reapply to CalRecycle. Additionally, the County desires to expand the zone boundaries to include the entire county in order to make the program benefits available countywide.

The RMDZ program provides low-interest loans to manufacturers who make recycled products. It supports "green" recycling jobs and manufacturing in Riverside County. It also helps reduce waste from ending up at the landfills by "closing the loop" and extending the life cycle of the materials used to produce new products.

ALTERNATIVES

1. Adopt proposed Resolution of the City of Moreno Valley supporting the Re-designation of Riverside County as a Recycling Market Development Zone due to an increase in boundaries. *This option will ensure the City of Moreno Valley will adhere to the requirements set forth by the state to comply with the Recycling Market Development Zone program. This designation will provide an incentive for businesses to establish themselves in the City of Moreno Valley.*

2. Do not adopt proposed Resolution of the City of Moreno Valley supporting the re-designation of Riverside County as a Recycling Market Development Zone due to an increase in boundaries. *This option will ensure the loss of designation and would eliminate an incentive for businesses to establish themselves in the City of Moreno Valley.*

FISCAL IMPACT

There is no cost associated to participating in the RMDZ program. The zone designation allows the City of Moreno Valley to offer businesses in this jurisdiction access to the benefits of the CalReycle program.

CITY COUNCIL GOALS

Positive Environment: Create a positive environment for the development of Moreno Valley's future.

Continued participation in the Riverside County RMDZ supports business retention and development in Moreno Valley.

NOTIFICATION

Publication of Agenda.

ATTACHMENTS

Attachment 1 – Proposed Resolution

Prepared By:
Ariana Ayala
Management Analyst

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Robert R. Lemon
Maintenance & Operations Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-55

A RESOLUTION OF THE CITY OF MORENO VALLEY SUPPORTING THE REDESIGNATION OF RIVERSIDE COUNTY AS A RECYCLING MARKET DEVELOPMENT ZONE DUE TO AN INCREASE IN BOUNDARIES

WHEREAS, California Public Resources Code Section 42010, et al. provides for the establishment of the Recycling Market Development Zone (RMDZ) program throughout the State which provides incentives to stimulate development of post-consumer and secondary materials markets for recyclables; and

WHEREAS, all California jurisdictions must meet a 50% reduction in landfill waste disposal as mandated by the California Integrated Waste Management Act; and

WHEREAS, the Riverside County RMDZ includes the cities of Blythe, Cathedral City, Coachella, Hemet, Indio, Moreno Valley, Perris and San Jacinto and parts of unincorporated Riverside County; and

WHEREAS, the Riverside County RMDZ is dedicated to establishing, sustaining and expanding recycling-based manufacturing businesses, which is essential for market development and to assist these jurisdictions in meeting the established landfill waste reduction goals; and

WHEREAS, the cities of Banning, Beaumont, Calimesa, Canyon Lake, Corona, Desert Hot Springs, Eastvale, Indian Wells, Jurupa Valley, Lake Elsinore, La Quinta, Menifee, Murrieta, Norco, Palm Desert, Palm Springs, Rancho Mirage, Riverside, Temecula, Wildomar and all of unincorporated Riverside County desire existing and new recycling-based manufacturing businesses located within their jurisdictions to be eligible for the technical and financial incentives associated with the RMDZ program; and

WHEREAS, the addition of these jurisdictions to the Riverside County RMDZ is necessary to facilitate local and regional planning, coordination, and support existing recycling-based manufacturing businesses, as well as assist in attracting private sector recycling investments to the RMDZ; and

WHEREAS, the continued development of local markets for recycled materials would reduce the need to transport them out of the region in the future; and

WHEREAS, the current and proposed waste management practices and conditions are favorable to the development of post-consumer and secondary waste materials markets; and

WHEREAS, the California Legislature has defined environmental justice as "the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies" [Government Code section 65040.12(e)], and has directed the California Environmental Protection Agency to conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the state [Public Resources Code section 71110(a)]; and

WHEREAS, CalRecycle has adopted a goal to continuously integrate environmental justice concerns into all of its programs and activities; and

WHEREAS, the cities of Banning, Beaumont, Blythe, Calimesa, Canyon Lake, Cathedral City, Coachella, Corona, Desert Hot Springs, Eastvale, Hemet, Indian Wells, Indio, Jurupa Valley, La Quinta, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Palm Desert, Palm Springs, Perris, Rancho Mirage, Riverside, San Jacinto, Temecula and Wildomar and the unincorporated part of Riverside County have agreed to submit an application to CalRecycle requesting the redesignation of the Riverside County RMDZ due to a change in boundaries; and

WHEREAS, County of Riverside has agreed to act as Lead Agency for the proposed redesignation; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), the County of Riverside is preparing a Negative Declaration which evaluates the potential adverse environmental effects that might occur as a result of the redesignation of the Riverside County RMDZ; and

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

The City of Moreno Valley, as Responsible Agency, approves the redesignation of Riverside County as a RMDZ and directs the County of Riverside Economic Development Agency to submit an application to CalRecycle requesting redesignation of Riverside County as a RMDZ which includes the cities of Banning, Beaumont, Blythe, Calimesa, Canyon Lake, Cathedral City, Coachella, Corona, Desert Hot Springs, Eastvale, Hemet, Indian Wells, Indio, Jurupa Valley, La Quinta, Lake Elsinore, Menifee,

Moreno Valley, Murrieta, Norco, Palm Desert, Palm Springs, Perris, Rancho Mirage, Riverside, San Jacinto, Temecula, and Wildomar and the unincorporated part of Riverside County.

The County of Riverside will administer the RMDZ program in a manner that seeks to ensure the fair treatment of people of all races, cultures and incomes, including but not limited to soliciting public participation in all communities within the RMDZ, including minority and low-income populations.

The County of Riverside Economic Development Agency shall file a Notice of Determination respecting this Project with the State Clearinghouse pursuant to CEQA Guidelines Section 15096(i).

APPROVED AND ADOPTED by the Council of the City of Moreno Valley on this 25th day of June 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA _____)

COUNTY OF RIVERSIDE _____) ss.

CITY OF MORENO VALLEY _____)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-55 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

City Clerk

(SEAL)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, Public Works Director/City Engineer and John C. Terell, Interim Community & Economic Development Director

AGENDA DATE: June 25, 2013

TITLE: PA07-0165 (PM 35859) – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTIONS OF KNOX STREET, SAN MICHELE ROAD, NANDINA AVENUE AND PERRIS BOULEVARD ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

RECOMMENDED ACTION

Recommendations:

1. Adopt the proposed Resolution No. 2013-56. A Resolution Of The City Council Of The City Of Moreno Valley, California, Authorizing The Acceptance Of The Public Improvements As Complete Within Pa07-0165 (Parcel Map 35859) And Accepting The Portions Of Knox Street, San Michele Road, Nandina Avenue And Perris Boulevard Associated With The Project Into The City's Maintained Street System.

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

BACKGROUND

On November 6, 2008, the Planning Commission of the City of Moreno Valley approved Parcel Map No. 35859 (PA07-0165) along with Plot Plan (PA07-0166). The project

proposed a 700,000 square-foot industrial warehouse building (Building #1) and a Plot Plan (PA07-0167) for an 180,000 square-foot industrial warehouse building (Building #2). The parcel map subdivided 40.3 gross acres into two parcels. The project is bounded by Perris Boulevard to the east, Knox Street to the west, San Michelle Road to the north, and Nandina Avenue to the south.

On July 26, 2011, the City Council of the City of Moreno Valley approved Final Map 35859 and accepted the Public Improvement Agreement and Security. First Industrial Realty Trust, Inc. was required to construct all public street improvements that included, but were not limited to the following: asphalt pavement, curb, gutter, sidewalk, driveway approaches, street lights, landscaping, storm drain including master plan storm drain facilities, sewer, water, reclaimed water, signing, striping, traffic control, traffic signal modification, communications conduit, and electrical utility improvements. The Agreement for Public Improvements required the developer to provide security for the appropriate improvements. Project PA07-0165 (Parcel Map 35859) provided a Faithful Performance letter of credit in the amount of $7,348,000 and a Material and Labor letter of credit in the amount of $3,674,500. The letters of credit were issued by JP Morgan Chase Bank. On August 10, 2011, First Industrial Realty Trust, Inc. substituted the letters of credit with bonds. The bonds were issued by RLI Insurance Company.

On November 7, 2011 a thirty percent (30%) reduction to the faithful performance and material and labor security was processed. The faithful performance bond was reduced by $1,469,425. The material and labor security was reduced by $735,000. The agreement included a 30% contingency due to improvement plans not being approved at the time the final map and agreement went to Council. Therefore, the original bond amounts without the extra contingency are $5,878,000 for faithful performance and $ 2,939,000 for material and labor.

The required improvements received on-going inspection during the construction process. Upon completion of the improvements, Community & Economic Development Department/Land Development performed an inspection, and a punch list was generated. The required corrective actions have been completed, and the improvements are now eligible for acceptance into the City's maintained street system.

DISCUSSION

The completed improvements have received a final inspection, and the improvements were completed in accordance with the approved plans and the standards of the City of Moreno Valley. In accordance with the Streets and Highway Code, the method for acceptance of improvements, per Section 1806, (a), and (b), is by action of the governing body, by resolution.

It is therefore appropriate to accept those improvements into the City's maintained street system and to provide a 90% reduction to the Faithful Performance security. The faithful performance bond will be reduced by $5,290,200. Ninety days after City Council approves the Faithful Performance Bond reduction, the Material and Labor Bond will be exonerated by the City Engineer provided there are no stop notices or liens on file with the City Clerk. The remaining 10% of the bond will be held for the one-year guarantee and warranty period. At the end of the guarantee and warranty period the bond will be released by the

City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Adopt the proposed Resolution authorizing the acceptance of the public improvements within PA07-0165 (PM 35859) as complete and accepting the portions of Knox Street, San Michele Road, Nandina Avenue and Perris Boulevard associated with the project into the City's Maintained Street system. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

2. Do not adopt the proposed Resolution authorizing the acceptance of the public improvements within PA07-0165 (PM 35859) as complete and accepting the portions of Knox Street, San Michele Road, Nandina Avenue and Perris Boulevard associated with the project into the City's Maintained Street system. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

FISCAL IMPACT

The acceptance of these street improvements into the City's maintained street system will create an additional fiscal impact to the street maintenance program of the City (Fund 2000-Gas Tax, Fund 2001-Measure "A", and Fund 2008-NPDES. Fund 2000 is restricted to the construction and maintenance of streets and roadways. Fund 2001 is restricted for transportation projects only for the purposes of construction, maintenance and operation of streets and roadways. The County Service Area (CSA) levy collected from property owners support current NPDES Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the CSA 152 annual levy are restricted for use only within the Storm Water Management program).

NOTIFICATION

Publication of agenda

ATTACHMENTS

Attachment 1 – Vicinity Map
Attachment 2 – Proposed Resolution

Prepared By:
Liz Plazola
Sr. Administrative Assistant

Department Head Approval:
Ahmad R. Ansari
Public Works Director/City Engineer

Concurred By:
Mark W. Sambito, P.E.
Engineering Division Manager

Department Head Approval:
John C. Terell
Interim Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

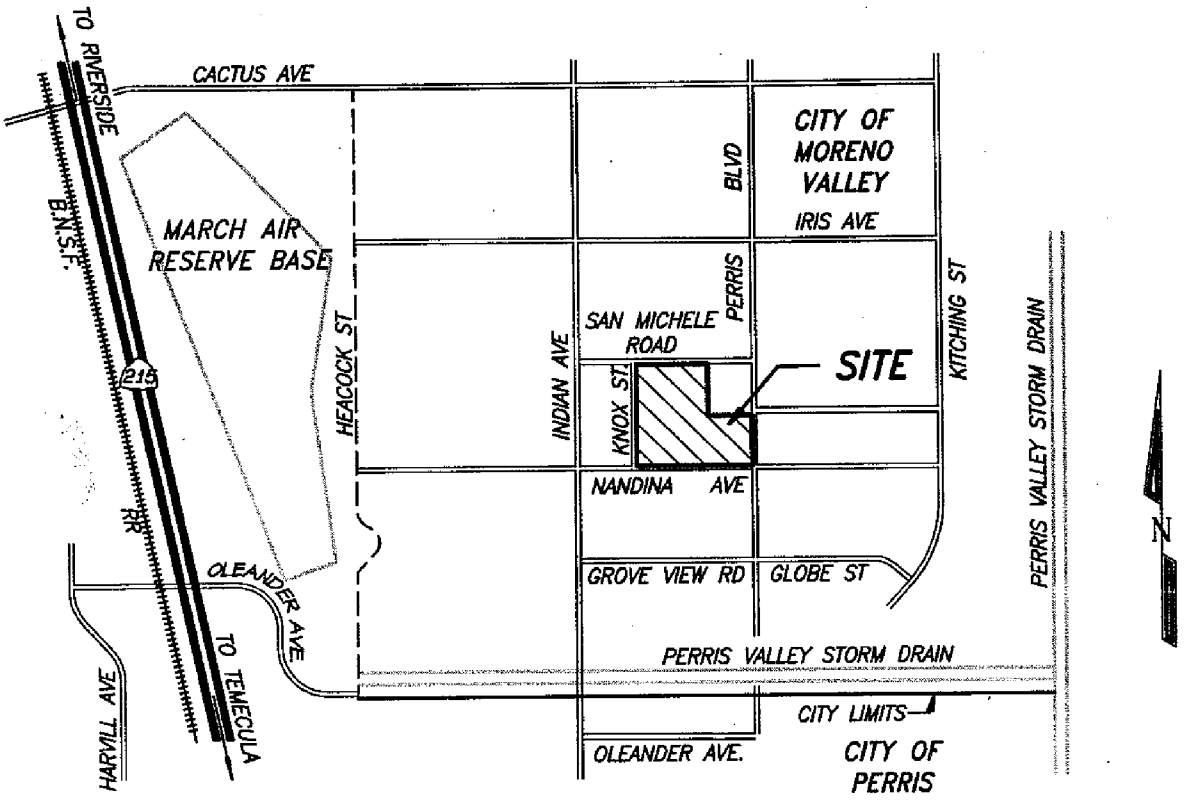

VICINITY MAP

NOT TO SCALE

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** Attachment 1	**PA07-0165** **PM 35859** **LOCATION MAP**

RESOLUTION NO. 2013-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE WITHIN PA07-0165 (PARCEL MAP 35859) AND ACCEPTING THE PORTIONS OF KNOX STREET, SAN MICHELE ROAD, NANDINA AVENUE AND PERRIS BOULEVARD ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by First Industrial Realty Trust, Inc. on Knox Street, San Michele Road, Nandina Avenue and Perris Boulevard associated with the project were constructed according to the approved plans on file with the City of Moreno Valley, and

WHEREAS, the City Engineer has determined that those improvements were inspected during construction and were completed in an acceptable manner, and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public improvements as complete within PA07-0165 (Parcel Map 35859) and accept Knox Street, San Michele Road, Nandina Avenue and Perris Boulevard associated with the project into the City's maintained street system, and

WHEREAS, it is in accordance with Streets and Highway Code, Section 1806, (a) and (b), for City Council to perform this action by resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: that the public improvements within PA07-0165 (Parcel Map 35859) are complete, and Knox Street, San Michele Road, Nandina Avenue and Perris Boulevard associated with the project are accepted into the City's maintained street system.

APPROVED AND ADOPTED this 25th day of June, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-56 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: June 25, 2013

TITLE: AUTHORIZATION TO AWARD AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES TO KTU+A FOR THE CITY OF MORENO VALLEY BICYCLE MASTER PLAN UPDATE - PROJECT NO. 801 0045 70 76

RECOMMENDED ACTION

Recommendations:

1. Approve the Agreement for Professional Consultant Services with KTU+A, for the City of Moreno Valley Bicycle Master Plan Update project.

2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with KTU+A.

3. Authorize the issuance of a Purchase Order to KTU+A in the amount of $134,381.00 when the Agreement has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with KTU+A, up to but not to exceed the Purchase Order amount, subject to the approval of the City Attorney.

BACKGROUND

The City of Moreno Valley received a Fiscal Year 2012/2013 (FY 12/13) grant from the Caltrans Community Based Transportation Planning program to update the City's Bicycle Master Plan. On October 9, 2012, the City Council accepted the grant and appropriated funds for the project. Project expenses shall be reimbursed for the project

up to $136,250. Eligible expenditures for this competitive grant program are limited to transportation planning efforts associated with the project.

DISCUSSION

The Bicycle Master Plan (BMP) Update Project serves three primary purposes. The first purpose is to bring the City's bicycle plan into conformance with the Western Riverside Council of Governments (WRCOG) Non-motorized Transportation Plan and other regional plans. The second purpose is to bring the City's BMP up to date with the current State of the Practice in terms of buffered bicycle lanes, bicycle boulevards, enhanced traffic signal detection, bicycle boxes at destinations/modal transfer points, and other ongoing research. The third purpose is to identify deficiencies within the existing network. The identification of missing links, needed extensions among residential areas and schools/parks and employment/retail centers, and needed connections to regional/adjacent jurisdiction facilities would enable the City to improve mobility and accessibility within the City as well as the region. Furthermore, it would allow the City to enhance the utilization of the existing network of bicycle lanes by making bicycling a more viable option as a mode of transportation. Finally, identification of deficiencies would allow the City to address potential safety concerns that are discovered.

In order to proceed with the planning efforts for the proposed BMP Update, staff solicited proposals from professional consultants. Requests for Proposals for Professional Consultant Services were requested by mass email to a list of several hundred professional consultants within the City's database, posting to the City Website, and advertisement in the Press Enterprise. Five (5) firms responded by submitting proposals. A Selection Review Committee, comprised of Public Works Staff Engineers and a Caltrans representative, reviewed and rated all proposals, based on qualification based selection criteria. After interviewing all firms, KTU+A was selected as the most qualified consultant to complete the subject project.

The consultant will collect data, conduct public outreach workshops, and develop a BMP Update. Input from the public and other stakeholders will be sought during the development of the BMP Update through the multiple workshops. The final BMP will be brought to the Planning Commission for review and recommendation prior to being brought before the City Council for approval.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this Staff Report. *This alternative will allow the City to move forward in updating its BMP and remain on schedule.*

2. Do not approve and authorize the recommended actions as presented in this Staff Report. *This alternative will delay the update of the BMP and possibly put grant funds at risk.*

FISCAL IMPACT

The project is funded with Measure A (Fund 2001). The Caltrans CBTP Program grant will provide for reimbursement of up to $136,250 (~90% of project costs). There will be no impact to the General Fund.

FISCAL YEAR 2012/2013 BUDGETED FUNDS:

Fiscal Year 2012/2013 Budget (Account No. 2001-70-76-80001)	$150,000
Total	$150,000

ESTIMATED PROJECT RELATED COSTS:

Consultant Services	$135,000
Project Administration	$15,000
Total	$150,000

ANTICIPATED PROJECT SCHEDULE:

Complete Bicycle Master Plan Update ..... November 2014

CITY COUNCIL GOALS

PUBLIC SAFETY:

Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

ATTACHMENTS

Attachment 1: Agreement with KTU+A

Prepared By:
Michael Lloyd, P.E.
Senior Engineer

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Eric Lewis, P.E., T.E.
City Traffic Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES PROJECT NO. 801 0045 70 76

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and KTU+A, a (California corporation) hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

DESCRIPTION OF PROJECT

1. The project is described as professional consultant services for:

CITY OF MORENO VALLEY BICYCLE MASTER PLAN UPDATE

Project No. 801 0045 70 76

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of **$134,381.00** in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on **February 28, 2015** unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "E" attached hereto and incorporated by this reference.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

12. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the

responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

15. (a) The Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, MVHA, and CSD, their officers, agents or employees.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, MVHA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other

obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, MVHA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents, or employees.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant, its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such General Liability Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

GENERAL LIABILITY

Bodily Injury	$1,000,000 per occurrence
Property Damage	$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, MVHA and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) The City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents shall be named

as additional insured on all policies of insurance except errors and omissions and worker's compensation.

(h) A Certificate of Insurance and appropriate additional insured endorsement evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(i) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy."

(j) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(k) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that

cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

(b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either

written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

25. The City and the Consultant agree that, to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

27. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this

Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

SIGNATURE PAGE FOLLOWS

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0045 70 76

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
Mayor

_____
Date

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

KTU+A

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

Attachments: Exhibit A – City's Request for Proposal
Exhibit B – Consultant's Proposal
Exhibit C – City's Responsibility
Exhibit D – Terms of Payment
Exhibit E – Consultant's Schedule

REQUEST FOR PROPOSAL
FOR PROFESSIONAL CONSULTANT SERVICES

CITY OF MORENO VALLEY
BICYCLE MASTER PLAN UPDATE
PROJECT NO. 801 0045 70 76

I. INVITATION

Your firm is hereby invited to submit a proposal for professional consultant services for the City of Moreno Valley Bicycle Master Plan Update project.

Six copies (one (1) of the copies will be unbound and paper clipped, with no tabs, holes, perforations, or cardboard inserts, suitable for copying with an automatic-feed copy machine) of your proposal shall be submitted no later than **5:00 p.m., April 18, 2013**, addressed to Transportation Engineering Division, 14177 Frederick Street (hand delivery), P.O. Box 88005, Moreno Valley, California 92552-0805 (mail delivery), Attention: Michael Lloyd, Senior Engineer. Inquiries relating to this RFP should be directed to Michael Lloyd at michaell@moval.org or 951.413.3140 prior to April 11, 2013. Any inquiries after April 11, 2013 will not be addressed.

II. PROJECT DESCRIPTION

This project will update the City of Moreno Valley's Bicycle Transportation Plan such that it conforms to the Western Riverside Council of Governments (WRCOG) Non-motorized Transportation Plan as well as other regional plans. Furthermore, the update would identify deficiencies and opportunities in the existing system of bicycle lanes located within the City and connectivity to adjacent jurisdictions.

Background

There are three primary purposes in updating the Moreno Valley Bicycle Transportation Plan. The first purpose is to bring the City's plan into conformance with the WRCOG Non-motorized Transportation Plan and other regional plans. The WRCOG plan is a component of the region's efforts to assist the Southern California Association of Governments (SCAG) to address regional reductions of greenhouse gases as required by SB 375. Other regional plans would include the Compass Blue Print Plan for the Alessandro Boulevard Corridor as well as adjacent jurisdiction plans. The second purpose is to bring the City's plan up to date with the current State of the Practice to take advantage of the latest innovations, including buffered bicycle lanes, bicycle boulevards, enhanced traffic signal detection, bicycle boxes, and other ongoing research. Furthermore, the current City plan may not represent the best strategies to integrate all of the other modes of transportation such as Metrolink, Amtrak California bus service, Riverside Transit Agency (RTA) bus service, etc. The third purpose is to identify deficiencies within the existing network. The identification of missing links, needed extensions to residential areas and schools/parks and employment centers/retail centers, and required connectivity to regional/adjacent jurisdiction facilities that would enable the City to improve mobility and accessibility within the City as well as the region. Furthermore, it would allow the City to enhance the utilization of the existing network of bicycle lanes by making bicycling a more viable option as a modal choice. Based upon current estimates, the existing system is underutilized. The updated plan is anticipated to

EXHIBIT A

increase ridership. Finally, identification of deficiencies would allow the City to address potential safety concerns that are discovered.

III. PROJECT FUNDING AND SCHEDULE

The Project is funded by the Caltrans Community Based Transportation Planning (CBTP) Grant under the jurisdiction of Caltrans District 8 Division of Planning with the City matching funds from Measure A (1/2 Cent Local Sales Tax). The budget for this project is $135,000. It is imperative that all activities associated with this project conform to the Fund Transfer Agreement Number 74A0688 (**Attachment A**), otherwise, funding will be jeopardized.

SCHEDULE

The City's tentative schedule is the following:

Proposals due:	April 18, 2013
Consultant Interviews:	May 13, 2013
Award of Consultant Contract:	June 18, 2013

The project must be completed by November 2014 in order to meet CBTP requirements. However, the City desires to complete the project prior to the Spring of 2014.

IV. SCOPE OF SERVICES

The following scope of work provides an outline of services that are expected to be offered as part of the development of the Bicycle Master Plan Update. A comprehensive scope of work is provided as **Attachment B**. The work shall be in accordance with the requirements of the Fund Transfer Agreement 74A0688, City of Moreno Valley standards, City of Moreno Valley General Plan, Caltrans Highway Design Manual (latest version), and the California Manual on Uniform Traffic Control Devices (latest version).

A. **Public Outreach – The consultant shall hold three workshops intended to seek public input on plan vision/goals, existing deficiencies and opportunities, and suggestions. The Consultant shall provide translation services for Spanish speaking participants at the workshops.**

B. **Data Collection and Analysis – The consultant shall inventory existing bicycle facilities within the City, review regional plans, identify other modes of travel within the City, and review bicycle facility State of the Practice to be summarized in memo format with exhibits and maps.**

C. **Bicycle Master Plan Development and Adoption – The consultant shall incorporate findings from public outreach as well as data collection/analysis to develop the Bicycle Master Plan in compliance with the Caltrans Bicycle Transportation Act as well as the Streets and Highway Code Section 891.2, items a through k. The consultant shall assist City staff with the adoption process that includes presentations to the City Recreational Trails Board, Planning Commission, and City Council.**

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V. CONSULTANT'S PROPOSAL AND COMPENSATION

The Consultant's Proposal shall be no more than 20 pages, excluding a cover letter of up to two pages, dividers, and certificates. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration.

At a minimum, the Proposal shall include the following sections:

A. **Project Understanding:** This section should clearly convey clear understanding of the nature of the work, indemnification of major project issues and proposed solutions thereof, from both the Consultant and the sub-consultants (consultant team).

B. **Approach and Management Plan:** This section provides the consultant team's proposed approach and management plan for providing services. Include an organization chart showing proposed relationship among consultant team/staff as well as any other parties that may have significant role in the delivery of this project.

C. **Qualifications and Experience:** Provide qualifications and experience of the team for this project. Emphasize the specific qualifications and experience from projects similar to this project for the key team members including references. Identify and provide in-depth information for the proposed Consultant Project Manager's qualifications, track record and relevant experience.

D. **Staffing Plan:** Discuss staffing plan, workload, both current and anticipated, for all key team members, and their capacity to perform the requested services according to the proposed schedule. Discuss the firm/team's approach for completing the services required for this project within budget and schedule.

E. **Work Plan and Schedule:** Include a description of how each task of the project will be conducted, identification of deliverables for each task and implementation schedule. The work plan should include sufficient detail to demonstrate a clear understanding of the project. Discuss the consultant team's approach for completing the project.

F. **Quality Control and Assurance:** Discuss QA/QC proposed for each phase/deliverable for this project, including various independent reviews.

G. **Additional Relevant Information:** Provide additional relevant information that may be helpful in the selection process (not to exceed two pages).

The Consultant's Proposal shall include the following statements:

A. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.

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B. A statement that this RFP and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services (a sample of the Agreement is attached as **Attachment C**) for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley. **The Statement must include that the Consultant will be able to execute the City standard agreement without any modifications.**

C. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."

D. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this RFP.

E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.

F. A resource allocation matrix *must* be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns. The resource allocation matrix and the project schedule are required of both the primary consultant, as well as any sub-consultant.

G. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.

   A statement that the Consultant acknowledges and understands that the consultant will not be allowed to change the sub-consultant without written permission from the City.

H. A statement that all charges for Consultant is a "Not-to-Exceed Fixed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.

I. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.

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J. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the field.

K. A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP. **An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of your Fee Proposal submittal.** All extra work will require prior approval from the City.

L. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

M. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.

N. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.

O. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.

P. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

Q. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

R. A statement that the Consultant acknowledges this project is funded by a Community Based Transportation Planning Grant as administered by Caltrans and that the Consultant shall abide by the provisions of Fund Transfer Agreement 74A0688 as applicable.

S. Complete Disclosure of Lobbying Activities (Form LLL – see attached).

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T. Complete Proposer's List of Subconsultants.

U. The Consultant shall provide its complete name and address, including whether Consultant is an individual, a partnership, or a corporation. The Consultant shall list the location of the office where Consultant's work will be available for inspection by local agency and State representatives.

VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES

A. The Consultant shall be required to comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

B. The Consultant is required to submit certified payrolls weekly. This applies to all applicable field personnel working on the project. In accordance with Section 1771.5 (b) (5) of the California Labor Code, the City will withhold payments when the payroll records are delinquent or inadequate.

VII. PAYMENT TO CONSULTANT

A. This work is to be performed for a "Not-to-Exceed Fixed Fee." This method of payment is similar to the Cost per Unit Work, which is defined in Chapter 10 of the Caltrans LAPM, as follows: The Consultant is paid based on the work performed.

B. The Consultant shall provide a "Payment Schedule" indicating the fee for individual tasks with a "Not-to-Exceed Fixed Fee" which shall be the sum of all tasks.

C. Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.

D. The City will pay the Consultant for work completed at the completion of the defined milestones. There will be no monthly invoice payments unless specifically identified otherwise below. These Milestones are:

1. Public Outreach complete (monthly invoices allowed).
2. Data Collection and Analysis complete (invoices by sub-tasks allowed).
3. 65% Draft Master Plan complete.
4. 90% Draft Master Plan complete.
5. Master Plan Adoption.

The City shall make sole and final determination if a milestone as described above is complete and acceptable for payment.

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E. Milestone invoice payments and where applicable monthly invoices will specifically identify job title, person-hours, and costs incurred by each task or it will be rejected and asked to be re-submitted.

F. Sub-categorization of tasks is permitted to better define the task for payment.

G. Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the "Not-to-Exceed Fixed Fee" under the task/sub-task in which they were incurred.

H. All tasks including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage, and delivery shall have supporting documentation presented at the time payment is requested.

I. The City will pay the Consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."

J. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an "Amendment to the Agreement" will be executed between the City and Consultant.

K. Payment will be based on hourly rate for work completed associated with each applicable task as identified in the consultant's proposal.

VIII. INSURANCE

A. The Consultant shall provide Errors and Omissions Professional Insurance. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

B. The Consultant shall have Public Liability and Property Damage Insurance in the amounts as follows:

GENERAL LIABILITY		
Bodily Injury	$1,000,000	per occurrence
Property Damage	$ 500,000	per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

C. The Consultant shall have Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment in the amount of not less than $1,000,000.

D. The Consultant shall have Workers' Compensation Insurance in the amounts as will fully comply with the laws of the State of California.

E. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

"Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing

Authority, and the Moreno Valley Community Services District, its officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, its officers and employees and agents, under any third party liability policy."

F. Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

G. The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverage's nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the Agency, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amount established.

H. It is the consultant's responsibility to ensure that all subconsultants comply with the following: Each subconsultant that encroaches within the City's right-of-way **and** affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City's Land Development Division. Examples of such subconsultant work include soil sample borings, utility potholing, etc.

The "Application for Encroachment Permit" form (four pages), including "Application for Encroachment Permit Liability Insurance Requirements," is available in the Land Development Division and must be completed and submitted in full to the City Project Manager. It is the Consultant's responsibility to ensure that all subconsultants submit the appropriate encroachment permit and insurance documentation at the same time that the Consultant's insurance documentation is submitted.

IX. INDEMNIFICATION

A. To the maximum extent allowable by law, the Consultant, when functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), Eastern Municipal Water District and Riverside County Flood Control and Water Conservation District, their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, MVHA and CDS, their officers, agents or employees.

B. The consultant, when not functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), and

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the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, MVHA, and CSD, their officers, agents or employees.

C. The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, MVHA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, MVHA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

X. TERMINATION FOR CONVENIENCE OF THE CITY

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

XI. INDEPENDENT CONTRACTOR

The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent Contractor. The personnel performing said Surveying Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said work shall be responsible for all employee reports and obligations, including but not necessarily restricted to, social security, income tax withholding, unemployment compensation, and Workers' Compensation.

XII. CONTRACT

The Contract includes the Agreement for Professional Consultant Services, City's Request for Proposal, Consultant's Proposal, and Exhibits.

The Political Reform Act and the City's Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

XIII. GENERAL CONDITIONS

A. Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this Proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement.

   The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant.

B. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).

C. The City reserves the right to reject any or all Proposals submitted. Any Contract awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.

XIV. OTHER REQUIREMENTS

The following requirements are mandatory:

A. The Consultant shall commence services upon written direction to proceed from the City. No charges are to be incurred prior to the Notice to Proceed. A Notice to Proceed shall be issued after the contract has been signed by both the Consultant and City.

B. The Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to City, State, and the Federal Highway Administration at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to City, State, and the Federal Highway Administration. Such records shall be maintained by the Consultant for three (3) years following receipt of final payment.

C. Cost Principles – Title 48 Code of Federal Regulations (CFR) Chapter 1, Part 31 and Uniform Administrative Requirements, Title 49 CFR, Part 18 are incorporated herein by reference. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by the Consultant to the City.

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D. The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this agreement. For breach or violation of this warranty, the City shall have the right to annul this agreement without liability, or at its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

E. Subcontractors, Assignment and Transfer - Consultant services are considered to be a personal relationship between the City and the Consultant; therefore, subcontracting, assignment, or transfer of any of the work except as otherwise provided for in the executed agreement is expressly prohibited. All subcontracts exceeding $25,000 in cost shall contain all required provisions of the prime contract.

F. Reimbursement for transportation and subsistence costs shall not exceed the rates to be paid non-represented employees under current State Department of Personnel Administration rules listed in the Caltrans Travel Guide.

XV. SELECTION CRITERIA

The Consultant may be invited to a selection interview. The Proposals will be rated/ranked according to the following criteria:

A. The Firm's General Experience and Qualification Information (20 points) – Information about the company (and all sub-consultants) including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services.

B. Experience of Key Personnel (40 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with state and federal procedures, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies.

C. Project Approach/Understanding (40 points) – Discussion of major issues identified on the project and how the consultant team plans to address them; the management approach and organization necessary to complete the specific project; and outline quality control measures to ensure delivery of a quality product on time and within budget.

Attachments (incorporated by reference):

Attachment A – Fund Transfer Agreement Number 74A0688
Attachment B – Comprehensive Scope of Work
Attachment C – City Standard Consultant Agreement (no changes to this agreement will be allowed)

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FUND TRANSFER AGREEMENT

THIS FUND TRANSFER AGREEMENT (FTA), between the State of California acting by and through its Department of Transportation, referred to herein as CALTRANS and City of Moreno Valley hereinafter referred to as AGENCY, will commence on **January 2, 2013**, or approval by CALTRANS, whichever occurs later. This FTA is of no effect unless approved by CALTRANS. Agency shall not receive payment for work performed prior to approval of the FTA and before receipt of Notice to Proceed by the CALTRANS Contract Manager. This FTA shall expire on **February 28, 2015**.

RECITALS

1. Under this FTA, CALTRANS is conveying State grant funds to AGENCY, pursuant to Budget Act Line Item 2660-102-0042T, who will conduct transportation studies and planning within the regional area under the jurisdiction of AGENCY.

2. AGENCY has agreed to implement City of Moreno Valley Bicycle Master Plan Update, hereinafter the Project, subject to the terms and conditions of this FTA. The Scope of Work and Project timeline are attached hereto as **Attachment II**.

3. The resolution authorizing AGENCY to execute this FTA pertaining to the above described Project is attached hereto as **Attachment I**.

4. All services performed by AGENCY pursuant to this FTA are intended to be performed in accordance with all applicable State and AGENCY laws, ordinances, regulations, and CALTRANS published manuals, policies, and procedures. In case of conflict between State and AGENCY laws, ordinances, or regulations, the order of precedence applicability of these laws shall be State and AGENCY laws and regulations respectively.

5. Project funding is as follows:

FUND TITLE	FUND SOURCE	DOLLAR AMOUNT
SHA	State	$136,250.00

6. This FTA is exempt from legal review and approval by the Department of General Services, pursuant to Public Contract Code Section 10295.

ATTACHMENT A

SECTION I

AGENCY AGREES:

To timely and satisfactorily complete all Project Work described in **Attachment II** within the project budget and in accordance with the items of this FTA.

SECTION II

IT IS MUTUALLY AGREED:

In consideration of the foregoing and the mutual promises of the parties hereto, AGENCY and CALTRANS agree as follows:

1. **Notification of Parties**

   a. AGENCY's Project Manager is Michael Lloyd, (951) 413-3146.

   b. CALTRANS' Contract Manager is Rebecca Forbes (909) 388-7139

   c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

   City of Moreno Valley
   Attention: Michael Lloyd, Grantee Project Manager
   14177 Frederick Street, P.O. Box 88005
   Moreno Valley, CA 92552-0805

   California Department of Transportation
   District 8/Planning
   Attention: Rebecca Forbes, Contract Manager
   464 West 4th Street MS#722
   San Bernardino, CA 92401

2. **Period of Performance**

   a. Reimbursable work under this FTA shall begin no earlier than on **January 2, 2013**, contingent upon the approval by CALTRANS and receipt of the Notice to Proceed letter of this FTA by the CALTRANS Contract Manager, and will expire on **February 28, 2015**.

b. AGENCY will attend a kickoff meeting with CALTRANS to be scheduled within one (1) week from receipt of Notice to Proceed letter by the CALTRANS' Contract Manager.

3. **Changes in Terms/Amendments**

This FTA may only be amended during the period of performance by mutual written agreement of the parties signed by the signatories or their successors.

4. **Cost Limitation**

a. The total amount reimbursable to AGENCY pursuant to this FTA by CALTRANS shall not exceed **$136,250.00**.

b. It is agreed and understood that this FTA fund limit is an estimate and that CALTRANS will only reimburse the cost of services actually rendered as authorized by the CALTRANS Contract Manager at or below that fund limitation established hereinabove.

5. **Termination**

a. CALTRANS reserves the right to terminate this FTA upon written notice to AGENCY at least thirty (30) days in advance of the effective date of such termination in the event AGENCY fails to proceed with PROJECT work in accordance with the terms of this FTA.

b. In the event of termination, CALTRANS will reimburse AGENCY for all allowable, authorized costs up to the date of termination.

c. AGENCY has sixty (60) days after the Termination Date to submit invoices to CALTRANS to make final allowable payments for Project costs in accordance to the terms of this FTA.

6. **Budget Contingency Clause**

a. It is mutually agreed that if the U.S. Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this FTA does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CALTRANS shall have no liability to pay any funds whatsoever to AGENCY or to furnish any other considerations under this Agreement and AGENCY shall not be obligated to perform any provisions of this FTA.

b. If funding for any fiscal year is reduced or deleted by the U.S. Congress or the State Legislature for purposes of this program, CALTRANS shall have the option

to either terminate this Agreement with no liability occurring to CALTRANS, or offer a FTA Amendment to AGENCY to reflect the reduced amount.

7. **Payment and Invoicing**

a. The method of payment for this FTA will be based on actual allowable costs. CALTRANS will reimburse AGENCY for expended actual allowable direct costs and including, but not limited to labor costs, travel, and contracted consultant services costs incurred by AGENCY in performance of the Project work. Indirect costs are reimbursable only if the AGENCY has an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section II - Cost Principals, Item 9 d.** The total cost shall not exceed the cost reimbursement limitation set forth in **Section II - Cost Limitations, Item 4. a.** Actual costs shall not exceed the estimated wage rates, labor costs, travel and other estimated costs and fees set forth in **Attachment II** without an amendment to this FTA, as agreed between CALTRANS and AGENCY.

b. Reimbursement of AGENCY expenditures will be authorized only for those allowable costs actually incurred by AGENCY in the performance of the Project work. AGENCY must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this FTA and before the Expiration Date, but must have also paid for those costs to claim any reimbursement.

c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to AGENCY, its sub-recipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: http://www.dot.ca.gov/hq/asc/travel/ap_b/bu1.htm

d. AGENCY may submit invoices to CALTRANS at least quarterly but no more frequently than monthly in arrears for completion of milestones in accordance with the Project Timeline in **Attachment II** to the satisfaction of the CALTRANS' Contract Manager. Invoices shall reference this FTA Number and shall be signed and submitted to the CALTRANS' Contract Manager at the following address, as stated in **Section II - Notification of Parties, Item 1.c.**

e. Invoices shall include the following information:

1) Names of the AGENCY personnel performing work
2) Dates and times of project work
3) Locations of project work

4) Itemized costs as set forth in **Attachment II**, including identification of each employee or subcontractor staff that provided services during the period of the invoice, the number of hours and hourly rates for each employee or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and subcontractor invoices.

5) AGENCY shall submit written progress reports with each set of invoices to allow the CALTRANS' Contract Manager to determine if AGENCY is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

f. Incomplete or inaccurate invoices shall be returned to the AGENCY unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this FTA for material breach per **Section II - Termination, Item 5.**

g. CALTRANS will reimburse AGENCY for all allowable Project costs at least quarterly but no more frequently than monthly in arrears as promptly as CALTRANS fiscal procedures permit upon receipt of an itemized signed invoice.

h. The FTA Expiration Date refers to the last date for AGENCY to incur valid Project costs or credits and is the date the FTA expires. AGENCY has sixty (60) days after that Expiration Date to make final allowable payments to Project contractors or vendors, submit the Project's Final Product(s) as defined in **Attachment II** and final invoice to CALTRANS for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the sixtieth (60th) day will be reverted and will no longer be accessible to reimburse late Project invoices.

8. Local Match Funds

a. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds will be made or allowed only for work performed on and after the date of issuance of the Notice to Proceed and prior to the Expiration Date of this FTA.

b. AGENCY agrees to contribute the statutorily required local contribution of matching funds if any is specified within this FTA or in any Attachment hereto, toward the actual cost of the services described in **Attachment II**. AGENCY shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found in the Environmental Justice and Community-Based Transportation Planning Handbook located at the Office of Community Planning website: http://www.dot.ca.gov/hq/tpp/offices/ocp/ej_cbtp_toolbox.html

9. **Cost Principles**

a. AGENCY agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 225 (formerly Office of Management and Budget Circular A-87), Cost Principles for State, Local and Tribal Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

b. AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this FTA shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

c. Any Project costs for which AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by AGENCY to CALTRANS. Should AGENCY fail to reimburse moneys due CALTRANS within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, CALTRANS is authorized to intercept and withhold future payments due AGENCY from CALTRANS or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.

d. Prior to AGENCY seeking reimbursement of indirect costs, AGENCY must prepare and submit annually to CALTRANS an Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal in accordance with 2 CFR, Part 225 and Local Assistance Procedures Manual (LPP 04-10).

10. **Americans with Disabilities Act**

By signing this FTA, AGENCY assures CALTRANS that in the course of performing Project work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

11. Indemnification

Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by AGENCY, its officers, employees, agents or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon AGENCY under this FTA. It is understood and agreed that AGENCY, its officers, employees, agents, or subcontractors shall fully defend, indemnify and save harmless CALTRANS and all its officers and employees from all claims, suits or actions of every name, kind and description occurring by reason of anything done or omitted to be done by AGENCY, its officers, employees, agents or subcontractors under this FTA.

12. Non-Discrimination

a. During the performance of this FTA, AGENCY and all of its sub-recipients and its sub-contractors, if any, shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave. AGENCY, its subcontractors, and sub-recipients shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. AGENCY, its subcontractors and sub-recipients shall comply with the provisions of the Fair Employment and Housing Act (Government Code [GC] Section 12900 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing GC Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this FTA by this reference and are made a part hereof as if set forth in full. AGENCY, its subcontractors, and sub-recipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other collective bargaining agreements in place.

b. AGENCY shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this FTA.

13. Retention of Records/Audits

a. AGENCY, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of AGENCY, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide

support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of AGENCY, its contractors, subcontractors and sub-recipients connected with Project performance under this FTA shall be maintained for a minimum of three (3) years from the date of final payment to AGENCY and shall be held open to inspection, copying, and audit by representatives of CALTRANS, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by AGENCY, its contractors, its subcontractors and sub-recipients upon receipt of any request made by CALTRANS or its agents. In conducting an audit of the costs and match credits claimed under this FTA, CALTRANS will rely to the maximum extent possible on any prior audit of AGENCY pursuant to the provisions of State and Agency law. In the absence of such an audit, any acceptable audit work performed by AGENCY's external and internal auditors may be relied upon and used by CALTRANS when planning and conducting additional audits.

b. For the purpose of determining compliance with applicable State and Agency law in connection with the performance of AGENCY's contracts with third parties pursuant to GC Section 8546.7, AGENCY, AGENCY's sub-recipients, contractors, subcontractors, and CALTRANS shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to AGENCY under this FTA. CALTRANS, the California State Auditor, or any duly authorized representative of CALTRANS or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and AGENCY shall furnish copies thereof if requested.

c. AGENCY, its sub-recipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other AGENCY of the State of California designated by CALTRANS, for the purpose of any investigation to ascertain compliance with this FTA.

d. Additionally, all grants may be subject to a pre-award audit prior to execution of the FTA to ensure AGENCY has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.

14. <u>Disputes</u>

a. Any dispute concerning a question of fact arising under this FTA that is not disposed of by agreement shall be decided by the CALTRANS Contract Officer,

who may consider any written or verbal evidence submitted by AGENCY. The decision of the CALTRANS Contract Officer shall be CALTRANS final decision regarding the dispute.

b. Neither the pendency of a dispute nor its consideration by the CALTRANS Contract Officer will excuse AGENCY from full and timely performance in accordance with the terms of the FTA.

15. Third-Party Contracts

a. AGENCY shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without prior written authorization by CALTRANS Contract Manager unless expressly included (sub-recipient identified) in **Attachment II** as part of the identified Project work.

b. AGENCY may use their procurement procedures as long as they comply with 49 CFR, Part §18.36 and Local Assistance Procedures Manual, Chapter 10. All government funded consultant procurement transactions must be conducted using a fair and competitive procurement process that is consistent with 49 CFR, Part §18.36.

c. Any subcontract entered into as a result of this FTA shall contain all the provisions stipulated in this FTA to be applicable to AGENCY's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors must be submitted to the CALTRANS Contract Manager.

d. CALTRANS does not have a contractual relationship with the AGENCY's sub-recipients, contractors, or subcontractors and the AGENCY shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.

e. Prior authorization in writing by the CALTRANS Contract Manager shall be required before AGENCY enters into any non-budgeted purchase order or sub-agreement for supplies, or consultant services. AGENCY shall provide an evaluation of the necessity or desirability of incurring such costs.

f. Any subcontract entered into by AGENCY as a result of this FTA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section II - Payments and Invoicing, Item 7 c.**

16. Drug-Free Workplace Certification

By signing this FTA, AGENCY hereby certifies under penalty of perjury under the laws of California that AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 (GC Section 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by GC Section 8355(a).

b. Establish a Drug-Free Awareness Program as required by GC Section 8355(b) to inform employees about all of the following:

   1) The dangers of drug abuse in the workplace.
   2) The person's or organization's policy of maintaining a Drug-Free workplace.
   3) Any available counseling, rehabilitation, and employee assistance programs.
   4) Penalties that may be imposed upon employees for drug abuse violations.

c. Provide, as required by GC Section 8355(c), that every employee who works on the proposed contract or grant:

   1) Will receive a copy of the company's Drug-Free policy statement.
   2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

Failure to comply with these requirements may result in suspension of payments under this FTA or termination of this FTA or both, and AGENCY may be ineligible for the award of any future state contracts if CALTRANS determines that any of the following has occurred: (1) AGENCY has made a false certification or, (2) agency violates the certification by failing to carry out the requirements as noted above.

17. Relationship of Parties

It is expressly understood that this FTA is an Agreement executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

18. State-Owned Data

a. AGENCY agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:

1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect CALTRANS data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.

2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.

3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.

4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.

5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.

6) Notify the CALTRANS Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.

7) Advise the owner of the State-owned data, the agency Information Security Officer, and the agency Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

b. AGENCY agrees to use the State-owned data only for State purposes under this FTA.

c. AGENCY agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). (State Administrative Manual (SAM) Section 5335.1)

19. Project Close Out/Final Product

a. AGENCY will provide four (4) copies and four (4) electronic versions of the Final Product(s) to the CALTRANS Contract Manager.

b. CALTRANS reserves the right to withhold final payment to AGENCY pending receipt of Final Product(s) to the CALTRANS Contract Manager.

SECTION III

ATTACHMENTS:

The following attachments are incorporated into and are made a part of this FTA by this reference and attachment.

I. AGENCY Resolution
II. Scope of Work and Project Timeline

IN WITNESS WHEREOF, the parties hereto have executed this FTA on the day and year first herein above written:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: Rebecca Anderson

Title: Staff Services Manager I

Date: 1/3/13

CITY OF MORENO VALLEY

By: Michelle Dawson for

Henry Garcia

Title: City Manager

Date: 12/13/12

By:

Ahmad R. Ansari

Title: Public Works Director/City Engineer

Date: 12/13/12

By: by Paul Ehrlich DCA

Suzanne Bryant

Title: Acting City Attorney

Date:

SCOPE OF WORK:

City of Moreno Valley Bicycle Master Plan Update

The City of Moreno Valley Bicycle Master Plan Update project will update the City of Moreno Valley's Bicycle Transportation Plan such that it conforms to the Western Riverside Council of Governments Non-motorized Transportation Plan and position the City to assist in the regional effort to reduce greenhouse gases. Furthermore, the update would identify deficiencies in the existing system of bicycle lanes located within the City and connectivity to adjacent jurisdictions. The city intends to gather public input through a team effort approach to community workshops which will be the driving factor in establishing the vision and goals for the updated plan. It is the City of Moreno Valley's intent that once this plan is complete, it will lead to implementation and development (funding source to be determined).

The below scope of work reflects the anticipated process and deliverables for the City of Moreno Valley Bicycle Master Plan Update.

RESPONSIBLE PARTIES:

The City of Moreno Valley with the assistance of a consulting firm will perform this work. The City has not yet selected a consulting firm and the proper procurement procedures will be used through a competitive RFP process. Minor changes to the scope of work may be necessary to integrate innovative outreach approaches suggested by the consulting firm. City staff anticipates these figures will not differ substantially and will not exceed the grant request amount.

OVERALL PROJECT OBJECTIVES:

- Bring the City's Plan into conformance with the WRCOG Non-motorized Transportation Plan. Develop a Plan that is in compliance with the California Department of Transportation (Caltrans) Bicycle Transportation Act (BTA), Regional Compass Blue Print, and the Regional Transportation Plan/Sustainable Communities Strategy.
- Bring the City's Plan up to date with the current State of the Practice.
- Integrate the City's Plan with all of the other modes of transportation.
- Identify deficiencies within the existing network.
- Develop a Bicycle Master Plan that includes clear design guidelines that will lead to safe and attractive bicycle facilities and networks.
- Create clear and feasible goals and policies to improve ridership and awareness.
- Create an implementation plan for funding (potential grant opportunities) and construction.
- Develop relationships within the Community such that outreach and training would continue after the completion of the Plan.

ATTACHMENT B

MV00207458

1. Project Initiation

Task 1.1: Project Kick-off Meeting

- The City will hold a kick-off meeting with Caltrans staff to discuss grant procedures and project expectations including invoicing (at least quarterly but not more frequently than monthly), quarterly reporting, and all other relevant project information. Meeting summary will be documented.

- Responsible Party: The City

Task 1.2: Staff Coordination

- Monthly face-to-face project team meetings with consultants to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.

- Responsible Party: The City

Task 1.3: RFP for Consultant Services

- Complete an RFP process for selection of a consultant using the proper procurement procedures.

- Responsible Party: The City

Task	Deliverable
1.1	*Meeting Notes*
1.2	*Monthly Meeting Notes*
1.3	*Copy of the Procurement Procedures and Executed Consultant Contract*

2. Public Outreach

Task 2.1: Stakeholder Outreach

- City staff will contact stakeholders and notify them of the planned kick-off meeting (workshop #1) and request their attendance. City staff will also attend stakeholder organization meetings to inform members of the project and the kick-off meeting.

- Responsible Party: The City

MV00207459

Task 2.2: Workshop #1

- The Consultant will lead a workshop to present the project, develop the project vision and goals, and seek input on existing facility opportunities and constraints.

- Responsible Party: Consultant

Task 2.3: Workshop #2

- The consultant will lead a workshop to present findings of the data collection effort, review of regional plans and steps to integrate City's plans, review of State of the Practice. The Consultant will seek input regarding the findings and suggestions.

- Responsible Party: Consultant

Task 2.4: Workshop #3

- The Consultant shall present the preliminary plan to the stakeholders. Comments will be solicited for plan fine-tuning.

- Responsible Party: Consultant

Task	Deliverable
2.1	*List of prospective workshop attendees*
2.2	*Meeting Summary including project vision/goals and facility opportunities and constraints*
2.3	*Meeting Summary including stakeholder suggestions*
2.4	*Meeting Summary*

3. Data Collection and Analysis

Task 3.1: Inventory Existing City Facilities

- The Consultant shall inventory all existing bicycle facilities within the City of Moreno Valley. This shall include the identification of all Class I, II, and III bicycle facilities within the City; current condition of signing and striping for bicycle facilities within the City; identification of traffic signal locations with Bicycle Push Buttons and Bicycle Detector Loops; identification of existing locations with bicycle racks and/or lockers; etc. This task shall be performed subsequent to Task 2.2 and prior to Task 2.3.

- Responsible Party: Consultant

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Task 3.2: Review Regional Plans

- The Consultant shall review the WRCOG Non-motorized Regional Plan, adjacent jurisdiction plans, applicable Compass Blue Print Plans, Regional Transportation Plan, and Sustainable Communities Strategy. Findings shall be integrated into the City's Plan. This task shall be performed subsequent to Task 2.2 and prior to Task 2.3.

- Responsible Party: Consultant

Task 3.3: Identify Other Modes of Transportation within City

- The Consultant shall review and document all other modes of transportation within the City. This shall include RTA bus routes, Metrolink transit centers, and Amtrak California bus stop locations. This task shall be performed subsequent to Task 2.2 and prior to Task 2.3.

- Responsible Party: Consultant

Task 3.4: Review Bicycle Facility State of the Practice

- The Consultant shall conduct a literature review of the current State of the Practice for Bicycle Facilities that shall include applicable laws and regulations, ongoing research, and programs utilized elsewhere. This task shall be performed subsequent to Task 2.2 and prior to Task 2.3.

- Responsible Party: Consultant

Task	Deliverable
3.1	*Summary Memo and Maps*
3.2	*Summary Memo and Exhibits*
3.3	*Summary Memo and Maps*
3.4	*Summary Memo and Exhibits*

4. Bicycle Master Plan Development

Task 4.1: 65 percent Draft Bicycle Master Plan

- Following the input received from Task 2.2 and the data collection is Tasks 3.1 through 3.4, the Consultant shall begin the process of preparing a draft Bicycle Master Plan. During this task, bicycle routes and classifications shall be proposed. Preliminary design guidelines should be prepared and

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incorporated into the draft plans that are consistent with State and Federal standards and practices. The design guidelines shall reflect the needs of the Moreno Valley community. The consultant shall develop bicycle parking requirement standards that could be incorporated into new development. The Bicycle Master Plan shall be developed using the requirements of the Streets and Highway Code Section 891.2, Items a through k as well as Caltrans procedural requirements for funding to ensure that the plan will allow the City to compete for funding.

- Party Responsible: Consultant

Task 4.2: 90 percent Draft Bicycle Master Plan

- Following the input received from Task 2.3, the Consultant shall incorporate comments and make changes to the draft plan. Specific projects consistent with the plan shall be identified and prioritized.

- Responsible Party: Consultant

Task 4.3: Final Bicycle Master Plan

- Following any comments received from Task 2.4, the Consultant shall finalize the plan, including a list of specific projects, project prioritization, and cost estimates.

- Responsible Party: Consultant

Task 4.4: Adoption of Bicycle Master Plan

- The Consultant shall present the Final Bicycle Master Plan to the Recreational Trails Board, to the Planning Commission as a public hearing item, and to the Moreno Valley City Council as a public hearing item. Upon direction from City staff, the Consultant will revise the plan as necessary.

- Responsible Party: Consultant

Task	Deliverable
4.1	*65% Draft Bicycle Master Plan*
4.2	*90% Draft Bicycle Master Plan*
4.3	*Final (100%) Bicycle Master Plan*
4.4	*Approved Bicycle Master Plan*

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5. Project Management and Administration

Task 5.1: Fiscal Administration

- Submit complete invoice packages to Caltrans District staff based on milestone completion, at least quarterly, but no more frequently than monthly.
- Responsible Party: The City

Task 5.2: Quarterly Reports

- Submit quarterly reports to Caltrans District staff providing a summary of project progress and grant/local match expenditures.
- Responsible Party: The City

Task	Deliverable
5.1	*Invoice Packages*
5.2	*Quarterly Reports*

MV00207463

AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 801 0045 70 76

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and _____, a (California corporation, partnership, sole ownership) hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

SAMPLE

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES PROJECT NO. 801 0045 70 76

DESCRIPTION OF PROJECT

1. The project is described as professional consultant services for:

CITY OF MORENO VALLEY BICYCLE MASTER PLAN UPDATE

Project No. 801 0045 70 76

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $_____ in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on **Month Date, Year** unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "E" attached hereto and incorporated by this reference.

SAMPLE

OR

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule as stated in the Notice to Proceed.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or

SAMPLE

MV00207466

employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

12. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

15. (a) The Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, MVHA, and CSD, their officers, agents or employees.

SAMPLE

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, MVHA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, MVHA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents, or employees.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant, its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

SAMPLE

(c) Such General Liability Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

GENERAL LIABILITY

Bodily Injury	$1,000,000 per occurrence
Property Damage	$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, MVHA and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

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(g) The City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents shall be named as additional insured on all policies of insurance except errors and omissions and worker's compensation.

(h) A Certificate of Insurance and appropriate additional insured endorsement evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(i) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy."

(j) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(k) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and

SAMPLE

coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the

SAMPLE

permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

(b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

SAMPLE

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

25. The City and the Consultant agree that, to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

27. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

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28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

SIGNATURE PAGE FOLLOWS

SAMPLE

MV00207474

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0045 70 76

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
Department Head/Mayor/City Manager/FASD
(Select only one please)

_____
Date

Consultant Name

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

INTERNAL USE ONLY

ATTEST:

_____
City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head
(if contract exceeds $15,000)

_____
Date

SAMPLE

Attachments: Exhibit A – City's Request for Proposal
Exhibit B – Consultant's Proposal
Exhibit C – City's Responsibility
Exhibit D – Terms of Payment
Exhibit E – Consultant's Schedule

CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

SAMPLE

EXHIBIT C

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed $_____.

2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml

3. The Consultant will electronically submit an invoice to the City upon completion of the defined milestones for progress payments along with documentation evidencing services completed to date. There will be no monthly invoice payments unless specifically identified otherwise below. These Milestones are:

    1. Public Outreach complete.
    2. Data Collection and Analysis complete.
    3. 65% Draft Master Plan complete.
    4. 90% Draft Master Plan complete.
    5. Master Plan Adoption.

The City shall make sole and final determination if a milestone as described above is complete and acceptable for payment. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to

SAMPLE

EXHIBIT D

(951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at miab@moval.org or calls directed to (951) 413-3155.

4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:

   A. Vendor Name, Mailing Address, and Phone Number
   B. Invoice Date
   C. Vendor Invoice Number
   D. City-provided Reference Number (e.g. Project, Activity)
   E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

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SAMPLE

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance	**2. Status of Federal Action:** ☐ a. Bid/offer/application b. Initial award c. Post-award	**3. Report Type:** ☐ a. Initial filing b. Material change **For Material Change Only:** Year _____ Quarter_____ Date of last report _____

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier_____, *if known* **Congressional District,** *if known:*	**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:** **Congressional District,** *if known:*
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*_____
8. Federal Action Number, *if known:*	**9. Award Amount,** *if known:* $
10. Name and Address of Lobbying Entity *(If individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(Last name, first name, MI):*
11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:**_____ **Print Name:**_____ Title:_____ **Telephone No.:**_____ **Date:**_____
Federal Use Only:	Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)

Standard Form LLL Rev. 06-04-90

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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to Title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee if the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influenced the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB NO. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Statement of Qualifications and Proposal

Bicycle Master Plan Update - City of Moreno Valley, California

Project No. 801 0045 70 76

April 18, 2013

EXHIBIT B

KTUA

Planning + Landscape Architecture

3916 Normal Street, San Diego, CA 92103
619 294-4477
www.ktua.com

Bicycle Friendly Business

League of American Bicyclists (LAB) Bicycle Friendly Business Gold Level Award - 2013

SANDAG iCommute Diamond Award for Program Excellence - 2013

SANDAG Small Business Bike-to-Work Day Challenge Winner - 2012

Identification of Proposer

Legal Name:
KTU&A
3916 Normal Street, San Diego, CA 92103
t: 619 294-4477

Year Company Established: 1970
Personnel: 27
Organization Structure: California Corporation

Project Contact:
Principal
Mike Singleton, ASLA, AICP CTP, LEED AP
t: 619 294-4477 x134
m: 619 788-2128
e: mike@ktua.com

Project Manager
John Holloway, ASLA, LEED GA, LCI
t: 619 294-4477 x133
m: 619 804-4502
e: john@ktua.com

Cover Letter
Statements
Project Understanding
Approach and Management Plan
Team Organization
KTU+A Firm Profile
KTU+A Key Personnel
KTU+A Experience
IBI Qualifications
Staffing Plan and Resource Allocation
Work Plan
Schedule
Quality Control and Assurance
Form LLL
Insurance

Subconsultant Team Contact

IBI Group
William (Bill) Delo
18401 Von Karman Avenue, Irvine, CA 92612
t: 949 833-5588; e: bdelo@IBIGroup.com

KTU+A References	Project	KTU+A Key Personnel	Subconsultant Team Member
Marc Brewer, Riverside County Regional Parks & Open-Space District t: 951 955-4310, e: mbrewer@rivcoparks.org	Santa Ana River Trail	Holloway	
Frank Rivera, City of Chula Vista t: 619 691-5045, e: rivera@ci.chula-vista.ca.us	City of Chula Vista Bicycle Master Plan	Singleton, Holloway, Punsalan, Machi	
Patricia Rutledge, City of La Mesa t: 619 667-1185, e: PRutledge@ci.la-mesa.ca.us	City of La Mesa Complete Streets/Bicycle Master Plan	Singleton, Punsalan, Machi	IBI Group
Carolyn Mamaradlo, OCTA t: 714 560-5748, e: cmamaradlo@octa.net	OCTA District 4 Bikeways Plan	Punsalan	IBI Group
John Amberson, City of Oceanside e: jamberson@ci.oceanside.ca.us	City of Oceanside Bicycle and Pedestrian Master Plans	Singleton, Holloway, Punsalan	IBI Group
Jim Newton, City of Coronado t: 619 522-7313, e: jnewton@coronado.ca.us	City of Coronado Bicycle Master Plan	Singleton, Holloway, Punsalan, Machi	

KTU+A
Planning + Landscape Architecture

3916 Normal Street
San Diego, CA 92103
619.294.4477
fax • 619.294.9965
www.ktua.com
RLA 2342 • 2386

April 17, 2013

Michael Lloyd, Senior Engineer
City of Moreno Valley
Transportation Engineering Division
14177 Frederick Street
Moreno Valley, CA 92552

Dear Mr. Lloyd and Members of the Consultant Selection Committee,

> *Providing facilities for bicycle parking, personnel showers and locker storage at destinations are a promising strategy for promoting cycling and walking.*
>
> Active Transportation: Making the Link from Transportation to Physical Activity and Obesity
> www.activelivingresearch.org

> *Feeling safe from traffic and the availability of bike parking at trip destinations are at the top of the list of important factors when choosing to make a bicycle trip.*
>
> An Examination of Utilitarian Bicycle Trip Route Choice Preference in San Diego, Laura Denise Haislip,
> Master of City Planning Thesis, San Diego State University, 2011

Recent studies have affirmed what we strongly believe, that there is a strong connection between public health and the built environment. A safe, connected, convenient and visible network is the best method to encourage the use of alternative transportation modes and active recreation. Providing choices for how to get around, as well as opportunities for recreation, have become priorities for many communities.

The KTU+A team combines the strengths of our planning and design firm with its substantial bicycle planning expertise, with the established transportation engineering and planning firm of IBI. Our two firms maintain a long-term relationship and have teamed up on a number of mobility projects, including the City of Oceanside's Bicycle Master Plan, the Orange County District Four Bikeway Corridor Alternatives Study, and an ongoing 47th Street Trolley Station Access Study in San Diego. KTU+A and IBI enjoy and excel at these types of projects. We understand the technical details and how they connect with the broad impacts of active transportation. We also bring to this project our own personal perspectives as individual cyclists since most of our team members are not only non-motorized transportation professionals, but also regular bike commuters. Our firm's commitment to active transportation earned us a League of American Bicyclists (LAB) Bicycle Friendly Business designation, recently upgraded to Gold level.

I will be the principal-in-charge on this project, and John Holloway will be the day-to-day project manager. We both have extensive experience in local and regional bicycle planning studies, including trail corridor planning and multiple master plans, such as the Dana Point Connectivity Enhancement Study, the San Clemente Bicycle and Pedestrian Master Plan and the Huntington Beach Bicycle Master Plan. Current projects in Riverside County include design and construction plans for a segment of the Santa River Trail in Corona, Norco and Eastvale, a Riverside County parks master plan, and a recently awarded trails and bikeways master plan for the City of Temecula, an update of a plan prepared by KTU+A in 2oo2.

Joe Punsalan and Catrine Machi have also worked on all of these projects, and will be key staff for this project. They will bring a variety of research, technology, GIS mapping and visualization resources to this project. John, Joe and Catrine are all League of American Bicyclists (LAB) League Certified Instructors (LCIs). All of the staff mentioned regularly work together on non-motorized mobility planning projects. IBI's efforts will be headed by Bill Delo, with Lydia La Point as transportation engineer and David Aulwes as transportation planner. IBI's primary responsibility will be addressing the important transportation evaluation and engineering aspects of the project, which includes tasks such as reviewing project recommendations for feasibility and developing preliminary cost estimates for recommended projects.

Our fee proposal is valid for 180 days from the date of this proposal. All work will be completed out of KTU+A's San Diego office (3916 Normal Street, San Diego, CA 92103, 619 294-4477). Please let me know if I can answer any questions or provide any additional information. We look forward to meeting with you personally to detail our approach to your project and discuss how we can help move it forward.

Respectfully submitted,

Michael L. Singleton, AICP-CTP, ASLA, LEED AP
p: 619 294-4477 x134; m: 619 788-2128; e: mike@ktua.com

Statements

1. The RFP requirements are incorporated in their entirety in our proposal.
2. The RFP and our proposal will jointly become part of the Agreement for Professional Consultant Services for this project when the Agreement is fully executed by KTU+A and the Mayor or City Manager of Moreno Valley. KTU+A will execute the City standard agreement without any modifications.
3. KTU+A's services and fees are in accordance with the City's RFP. No "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" are requested by KTU+A.
4. This statement of qualifications includes our team's key personnel resumes, project experience, and contact information for our principal-in-charge and project manager. If any of our staff become unavailable, KTU+A will substitute other staff only after approval by the City of Moreno Valley.
5. A resource allocation matrix is included on page 13.
6. Qualifications for our subconsultant, IBI Group, are included on pages 11-12.
7. We acknowledge and understand that we will not be allowed to change the subconsultant without written permission from the City.
8. All project charges are a "Not-to-Exceed Fixed Fee" which includes conservatively estimated reimbursable expenses, as submitted in a separate envelope and made a part of our proposal.
9. KTU+A will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
10. KTU+A will immediately document and notify the City of any defects or hazardous conditions observed in the field.
11. Hourly rates for KTU+A and IBI are included in the separate fee proposal envelope. This rates will be used for invoicing for progress payments and extra work incurred that is not part of this RFP but requested and authorized by the City of Moreno Valley. All extra work will require prior approval from the City.
12. KTU+A does not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
13. KTU+A will adhere to all federal laws and regulations, notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations, the strictest shall be adhered to.
14. KTU+A will allow all authorized federal, state, county, and City officials access to our place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. We will retain relevant records for at least three years.
15. KTU+A will comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code, as applicable. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
16. KTU+A will comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
17. KTU+A offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to us, without further acknowledgment by the parties.
18. KTU+A acknowledges this project is funded by a Community Based Transportation Planning Grant as administered by Caltrans and that we will abide by the provisions of Fund Transfer Agreement 74A0688, as applicable.
19. Disclosure of Lobbying Activities (Form LLL) - KTU+A has no lobbying activities to report. Form LLL is included on Page 21
20. Complete Proposer's List of Subconsultants.
21. KTU+A has provided its complete name, address and corporation statement on the Table of Contents page.

MV00207484

PROJECT OBJECTIVES, CONCERNS AND KEY ISSUES

The objective of the City of Moreno Valley Bicycle Master Plan Update is to develop feasible and implementable solutions to provide safe and accessible facilities for pedestrians, bicyclists and transit users. Along with those facilities, an educational component must be incorporated for a cohesive plan. Even though facilities may be built, people may not understand how to use them appropriately. Frequently, cyclists can be found riding the wrong way in bike lanes, which causes conflict with cyclists using it properly. The Five Es: Engineering, Education, Encouragement, Enforcement and Evaluation are an integral part of non-motorized planning. These focus areas will be incorporated to develop a well-rounded Bicycle Master Plan for the City of Moreno Valley.

A concern that needs to be sensitively addressed is how to change established thinking about vehicular traffic priorities that helped create the current auto-centric environment in the first place. The common approach has been to predict worst-case traffic patterns and mitigate these situations with larger streets, more lanes, and less edge friction created by the non-vehicular users of streets. Fortunately, "Complete Streets" legislation requires and empowers local governments to consider all users and without CEQA requirements to mitigate for vehicular level of service (LOS) changes. Though this legislation does not require that all users are actually accommodated with equal facilities, it does at least offer the dialogue to discuss other options and relieves the pressure to only look out for vehicular-based uses.

Additionally, most general plans and other policy documents strive to increase active transportation by improving walkability and bikeability through physical design. These policies, along with various greenhouse gas (GHG) reduction strategies, vehicle miles traveled (VMT) reduction objectives, smart growth policies, transit oriented development (TOD) priorities and healthy community programs, can all serve as a strong foundation for improving an area's walkability and bikeability. The human component of education, encouragement and enforcement are also key factors in the comprehensiveness of this plan.

Based on the experience of our team, we will provide a very balanced approach to improve the non-motorized options within the study area, while limiting impacts on the dominant vehicular use patterns of the area. As transportation planners, traffic engineers, landscape architects, and physical site planners, our team can bring all of the needed academic, professional and creative skills needed to solve the projects challenges. Our experience with pedestrian and bicycle master plans, ADA transition plans, integration of transit facilities and understanding of bicycle facility requirements will provide the project with the needed tools to accomplish all tasks in an effective manner.

SMART... SAFE, MULTI-MODAL, ACCESSIBLE ROUTES TO . . . TRANSIT, WORK, SCHOOL, SERVICES & RECREATION FOUNDATION

ANTICIPATED PROJECT CHALLENGES

1. Determining where priorities should be placed for investments, land use change and how to balance competing narrow interests with broader stakeholder interests.

Potential Solution: The project team will utilize GIS tools to identify actual walking and cycling times to and from major destinations and origins. This walk and bike time analysis will show 5, 10, 15 and 20 minute times utilizing existing systems. Our GIS capabilities employ actual on-the-ground routes, not just vague radius bubbles. This means that our analysis takes discontinuous streets into account and even the presence or lack of sidewalks, if data is available.

The distances between the City's major attractions and public facilities such as schools, parks, open space, employment and retail centers will help inform where mobility system priorities should be placed. A comparison of population within the 20 minute walk/bike zone and acreage within this zone can be contrasted with models run with new improvements that will close gaps or remove barriers. The team has a great deal of experience in modeling cycling and pedestrian priorities and connection opportunities.

Universal access and ADA priorities must also be considered, as well as improved safety. Often, the most effective investments are those that will provide multiple benefits to multiple sectors of the public.

We have found that employing these objective planning tools and techniques help to counter potentially narrow self-interests that may arise during public discussion and prioritization.

2. Providing safe access and crossings along where the trail and major streets intersect.

Potential Solution: The interface between multi-use trails and roadways can be very challenging, especially if the roadways carry heavy traffic volumes and are multi-lane. The project team will identify destinations and origins along heavily traveled roadways to determine the best crossing points for trail users. These crossing points will be analyzed using a number of factors, such as daily vehicle travel volumes, posted speeds, sight lines, proximity to destinations and origins, other existing roadways, trails and sidewalks, and public participation input. The team will examine the most appropriate, safe and direct pedestrian and bicycle crossings.

A comprehensive bicycle and pedestrian collision analysis will be conducted to identify locations where improved treatments are warranted. The bicycle and pedestrian collision analysis will also be used to identify trends and common factors causing these collisions. There are often applicable factors that only become visible during field investigation.

Traffic calming measures such as curb extensions and rectangular rapid flashing beacons (RRFBs) are example remedies to address some issues, especially those at unsignalized mid-block intersections.

3. Providing safe bicycle routes to activity centers such as parks, schools, trails, retail, transit and employment centers.

Potential Solution: Utilizing a combination of GIS analysis, context-sensitive solutions and public input, the KTU+A team will identify routes that can make these connections with not only bicycle facilities, but also employing Complete Streets principles. On a city-wide level, identifying these routes can be straightforward based on input and data gathered. However, knowing the level of impact by adding bicycle facilities to a roadway can have an effect on other modes. It is important to examine these connections as a whole for overall connectivity to these activity centers. However, understanding how they affect other modes in terms of feasibility, accessibility and implementation is equally, if not, more important.

GIS-based Collision Analysis

Statewide Integrated Traffic Records System (SWITRs) data has already been collected for the City from the five-year span of 2006-2010. When the 2011-2012 datasets become available, KTU+A will incorporate it into the analysis. KTU+A will also coordinate with the Police Department's Traffic/Community Services Division for additional data. Our team also has experience with the other three Es of planning; Evaluation, Equity and Encouragement. KTU+A has developed GIS-based tools to disseminate our analysis results in tabular and graphic formats. The datasets can then be further analyzed to identify geographic and behavioral trends to support appropriate recommendations and safety countermeasures. We have mapped and displayed these datasets at workshops for public comment for many of our client cities, which we can do for the City of Moreno Valley as well.

4. Providing outreach tools to a predominantly Hispanic community

Public input is an integral component of any planning process. For bicycle master planning, it is particularly critical. Our outreach methods employ a number of formats to try to reach as many community members as possible. In forming our outreach plan, we work with community leaders and stakeholders to brainstorm the most effective methods of engaging the community during the planning process. We use on-line and hard copy surveys that can be distributed through e-mail blasts, city website links and on flyers posted at community centers and libraries, and at workshops. All of our materials can be created in both Spanish and English and our workshop content can be presented in both languages. Additionally, bilingual staff will be present to record and interpret community input.

The most important aspect of community input is listening, including diverse opinions, and even extreme perspectives or those that may be counter to professional planning principles. Many of these differences can be resolved if the position is analyzed and opinions or principles offered that may be able to persuade or at least dissuade negative and counter-consensus opinions. If not dissuaded, counter-consensus opinions should be part of compromise. Although the planning and engineering team's professional experience is important to the process, their goals must be subservient to those of the community. It is not for the team to decide what to do on the project. Instead, it is their responsibility to show how to best do what the community wants to accomplish. It is certainly relevant to point out the positive and negative aspects of any direction the community wants to consider, but the decision needs to be a joint one between the general public, stakeholders, agencies and the community.

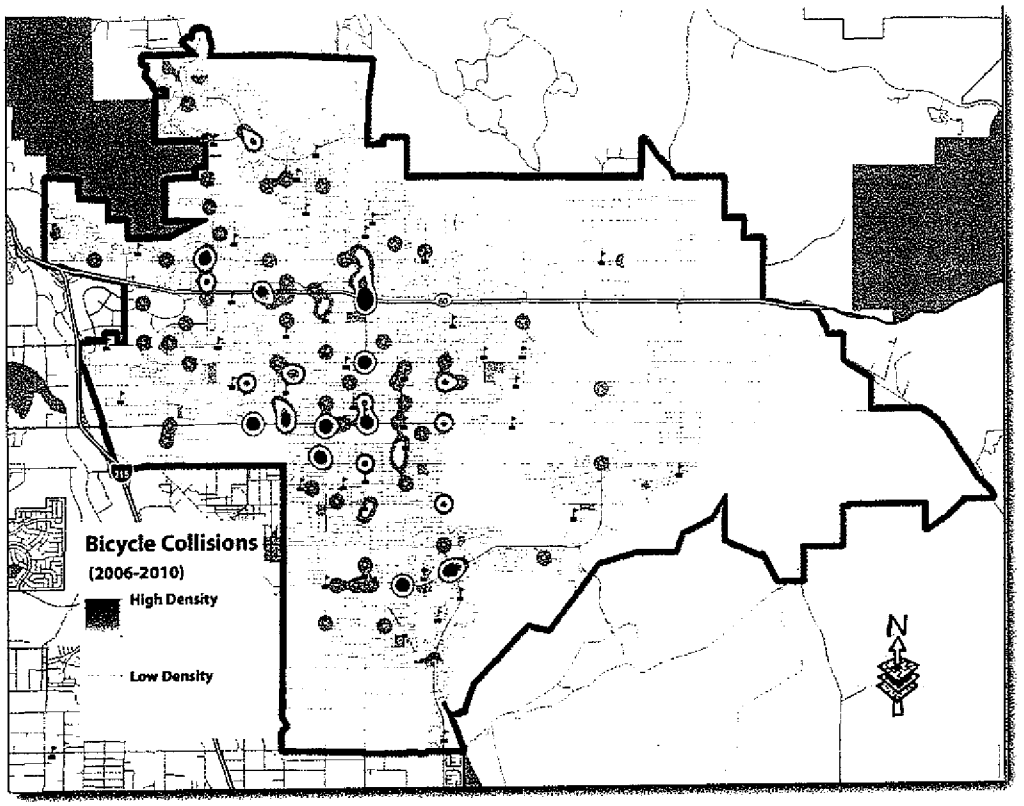

City of Moreno Valley Bicycle Collision Data

Project Management

Communication is the central requirement for an efficiently run project. Communication is essential between the client, the project stakeholders, the team and the elected officials asked to approve the project. It needs to be regular, clear and focused on action items and informed decisions. John Holloway will be the project manger and is committed to the project over the next year. Mike Singleton will be the principal-in-charge of this project and will directly support John Holloway as the project manager and as a coordinator of company resources and quality control and review.

Vision and Implementation

The KTU+A team offers both visionary leadership in the development of solutions, as well as a practical desire to make these visions realized. An effective vision can motivate politicians, agencies and the general public to make appropriate resource and access decisions, but the vision needs to be realistic about the issues and other priorities that local governments face. The vision must establish methodologies and strategies to assist the City of Newport Beach and its citizens in finding the right balance between lofty visions and pragmatic plans.

Appropriate Use of Technology

Analytical tools will be utilized to generate useful mapping for this project. High quality mapping and graphics can easily and efficiently explain project options and assist the public in understanding proposals. KTU+A utilizes these tools not just as graphic production software, but as analytical tools to uncover hidden relationships and existing conditions that could be overlooked through other methods.

Analytical software will include ESRI's ArcGIS suite, especially Spatial Analyst and Network Analyst for travel time analysis. Presentation tools include Prezi and PowerPoint. Document production tools include Microsoft Office, Adobe InDesign, Illustrator, Photoshop and Freehand. Potential social media and notification tools include Facebook, Twitter and various survey platforms such as Survey Monkey and Constant Contact. Special flyers will be developed and e-mail notification processes set up.

Public Participation

We recognize that current and future users of the system will be the best equipped to assist the project team to assess the existing plan's effectiveness in meeting active transportation and recreational needs, and to make plan enhancement recommendations.

Public participation is not simply providing the community the opportunity to speak. It is also about providing the consultant the opportunity to listen. With the right participation strategy, the team can learn a great deal from the public about their community and their priorities. In a nutshell, we provide the "how" and the public decides on the "what, where and when." Given this philosophy, we structure workshops to maximize individual input opportunities. Conventional hearings can be commandeered by a few strong-willed individuals whose opinions can unduly influence the conversation. Open microphones can result in "soap box" speeches instead of civic discussion. However, it is important for people to be able to speak and to participate in a dialogue that fosters community sentiment.

Team Organization

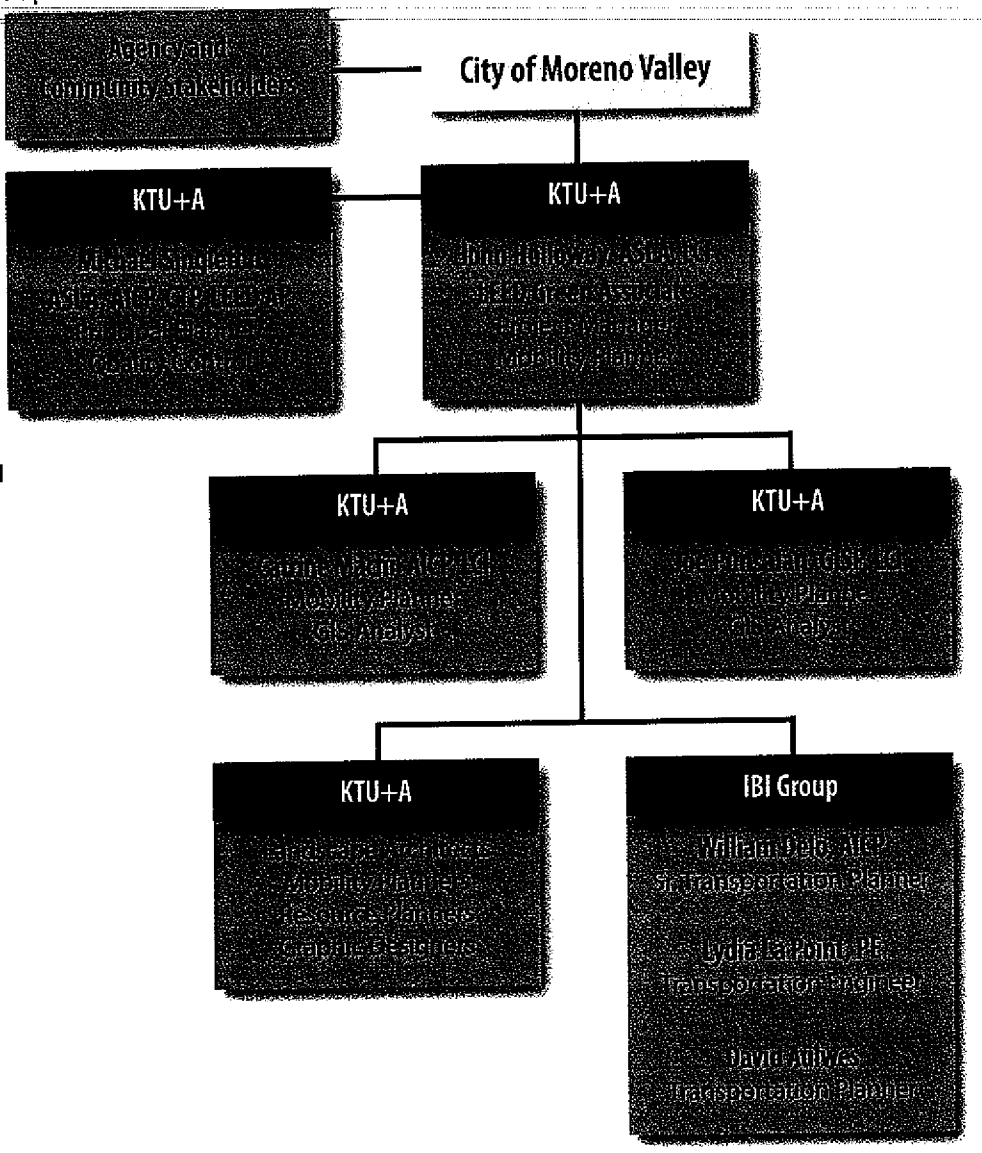

PRINCIPALS

Sharon Singleton, ASLA, CPSM
Sandra Swaner-Carmona, AICP
Kurt Carlson, ASLA
Mike Singleton, ASLA, AICP CTP, LEED-AP

EMPLOYEES - 27 (7 LEED)

9 Landscape Architects
8 Planners
4 Landscape Designers
1 Irrigation Designers
2 GIS Analysts
1 Graphic Designer
2 Administrators

CERTIFICATIONS

Woman Business Enterprise (CPUC)
Small Business Enterprise (CA)

SERVICES

Planning

- Community Planning
- Mobility
- Resource Management

Landscape Architecture

- Community Design
- Parks and Recreation
- Health Care
- Education
- Housing
- Hospitality
- Office and Retail

Federal Planning

- Master Plans
- MILCON Documentation
- Basic Facility Requirements
- Asset Evaluations
- Capital Improvement Plans
- Design Guidelines
- Special Studies

SUPPORT SERVICES

- Public Outreach
- GIS
- 3D Modeling and Simulations
- Sustainable Design
- Water Management
- Grant Writing

KTU+A is a collaboration of planners, landscape architects, GIS analysts, irrigation designers and graphic designers focused on the creation of healthy communities. Established in 1970, KTU+A has expanded the boundaries of a traditional landscape architecture office by incorporating active transportation, community planning, federal planning, and natural resource management practices into our portfolio. With this diversity, KTU+A has the ability to help shape the bigger picture while addressing the fine-grained details that contribute to sustainable natural and built environments.

How We Approach Your Project

The planning of a project requires an understanding of the regulations and requirements to protect the public's health safety and welfare; an understanding of the most innovative design technologies to meet current and future needs; an understanding of the needs and priori-ties of the users; and an understanding of the responsibilities of the client in terms of risk management, maintenance, future expansion opportunities and costs. KTU+A takes these responsibilities seriously and collaborates with our clients and the consultant team to ensure the project meets and exceeds its goals and objectives.

The trends towards higher energy costs, lower oil production and more sustainable economic growth necessitate the need to provide better transportation plans that emphasize human mobility as part of the solution. Whether this is achieved through principles of smart growth, traffic calming, universal access, or pedestrian and bike facility integration with vehicular streets and open spaces, the technical challenges must be met. Our streets are not just for drivers. They should evolve into "complete streets" for the entire community. KTU+A offers a proven track record of cost-effective, technically proficient and creative approaches towards mobility that connects people, places and resources.

Project Experience

KTU+A has provided planning and design services for a number of projects requiring the integration of various modes of transportation, including pedestrian, bicycle and transit. Services have included alignment alternatives, design feasibility, safety evaluation, determination of appropriate land uses, design guidelines development, integration with recreational, residential and commercial land uses, analysis and identification of bikeway and walkway locations, and ADA accessibility. Our qualifications include:

- All plans prepared by KTU+A comply with State, Federal Highway Administration, AASHTO and MUTCD standards.
- Experience in researching and recommending innovative facility treatments and programs for specific issues.
- GIS computer applications for producing alignment analysis, pedestrian and bicycle suitability modeling, maps, route selection, graphic production, estimating and 3-D visualizations.
- Expertise in pedestrian and bikeway planning and commitment to the integration of recreation, land use planning, community design, urban design and non-motorized alternatives.
- Extensive research on pedestrian and bicycle safety factors and common accident scenarios.
- Professional experience with the integration of trails systems within environmentally and visually sensitive areas.

Representative Projects

- City of Temecula Multi-Use Trails and Bikeway Master Plan
- County of Riverside Santa Ana River Trail
- City of Huntington Beach Bicycle Master Plan
- City of San Clemente Bicycle and Pedestrian Master Plan
- OCTA District 4 Corridor Study
- City of Oceanside Bicycle and Pedestrian Master Plans
- City of Dana Point Connectivity Study

Michael L. Singleton, AICP, ASLA, LEED-AP, Principal Planner

EDUCATION

- B.S. Landscape Architecture, California Polytechnic State University, San Luis Obispo, California, 1981

REGISTRATION

- LEED AP
- AICP Certified Transportation Planner
- State of California Landscape Architect, LLA 2386

Mike Singleton is the principal of KTU+A's Planning team. He specializes in the planning and design of integrated transit facilities, including pedestrian studies, trail studies, and public transportation. He is a frequent presenter at the local,, and state level on the interface between walkability, smart growth and urban forestry issues.

City of Temecula Non-Motorized Trails and Bikeway Master Plan
Principal planner for the City's Trail and Bikeway Plan. Components include site analysis and environmental impacts; needs analysis; trail development; design standards; and preparation of maps, plans, exhibits and conceptual designs. The study included recommendation for Class 2 and 3 bike routes on city streets, in addition to identification of road-separated trails for equestrians, cyclists, hikes, skaters, runners and walkers.

City of La Mesa Alternative Transportation and Parks Master Plan
Principal Landscape Architect for a city-wide parks master plan to identify upgrades, expansions and potential additions to the City's park system to meet both current and future needs of the community and to contribute to the public's health. Thru walk audits and workshops recommendations were made to ensure parks and open spaces are easily accessible by walking or biking, particularly near residential neighborhoods.

City of Carlsbad Bikeway Master Plan
Principal-in-Charge of a bikeway master plan to analyze recreational and commuter requirements and connections between transit modes and park facilities. A component of this plan included the development of concepts for bikeway facilities within the Carlsbad coastal rail corridor. Recommendations were based on the evaluation of existing roadways and bike facilities using field surveys, GIS analysis, survey questionnaires and a bicycling suitability formula. The plan included general design and engineering guidelines for the development of new facilities and upgrades to existing facilities.

City of Oceanside Pedestrian Master Plan
Principal planner responsible for the research of existing conditions, facilitation of public workshops, and development of recommendations for pedestrian enhancements, design standards, public input and safe pedestrian circulation throughout the city. The plan establishes standards and guidelines for design features, and installation and maintenance standards for sidewalks, crosswalks, and pedestrian access to the beach to ensure universal access and enhanced mobility.

John Holloway, ASLA, LEED GA, LCI, Project Manager

EDUCATION

- B.S. in Biology, University of North Texas, Denton, Texas, 1982
- Master of Landscape Architecture, Texas A&M, 1988

REGISTRATION

- State of California Landscape Architect, LLA 3734
- League of American Bicyclists Certified Instructor #2008
- LEED Green Associate

John provides technical and functional expertise in pedestrian, bicycle and trail planning and design. He brings hands-on knowledge of the critical components of successful circulation systems. Much of his recent volunteer work has been directed at developing antidotes to the decades-long reduction in outdoor activity and the resulting childhood obesity epidemic, especially attracting kids and their parents back to the outdoors with age-appropriate activities and facilities that appeal to their sense of fun and adventure.

City of Temecula Trails and Bikeway Master Plan, Temecula, CA
Responsible for the development of the master plan including site analysis and environmental impacts, needs analysis, trail development, design standards and preparation of maps, plans, exhibits and conceptual designs. The study addressed multiple uses of road-separated trails including facilities for equestrians, cyclists, hikers, skaters, runners and nature observers. A review of public and private open space and major recreational destination points was conducted to determine high priority trail linkages.

City of Huntington Beach Bicycle Master Plan, Huntington Beach, CA
Project manager responsible for preparation of a city wide bicycle facilities master plan. Tasks include analyzing recreational and commuter facility requirements, as well as identifying potential connections between transit modes and important destinations, especially the beach. The project process included evaluating existing roadways and bicycle facilities using conventional field techniques, as well as geographic information systems (GIS) for mapping and bicycling suitability modeling, an on-line survey questionnaire and two community meetings. The plan includes general design and engineering guidelines for new facility development, as well as education and encouragement programs and policies.

Santa Ana River Trail, Riverside County, CA
Trail designer/landscape architect for paved bikeways and associated soft surface trails along Santa Ana River in southern Riverside County, a seven mile portion through the Prado Basin of a 75 mile trail system. Role is to refine trail alignments and design amenities and enhancements that minimize impacts to river-related habitat, wildlife corridors and flooding. Evaluating route alternatives involves significant field work and agency coordination. Project scope includes developing construction drawings for staging areas and oversight of overall design team's drawings to ensure positive user experience.

Joe Punsalan, GISP, LCI, Mobility Planner/GIS Analyst

EDUCATION

- B.A., Geography, Cal State University, Sacramento, 1998

REGISTRATION

- GISP, GIS Certification Institute
- League of American Bicyclists LCI #2005

Joe is responsible for scope development, report writing and coordination on recreational and transportation planning projects such as trail, pedestrian and bikeway master plans. He is very familiar with the League of American Bicyclists' requirements for a Bicycle Friendly Communities and incorporates that information into each bicycle master plan. As an avid cyclist, Joe has knowledge of roadway conditions and obstacles that face cyclists and pedestrians every day.

City of La Mesa Bikeway Master Plan/Complete Streets Plan, La Mesa
Project manager in charge of submittals, scheduling, facilitating meetings and workshops for BMP (55,000) population and complete streets plan. Other duties include identifying existing bicycle facilities that meet state standards, improved pedestrian and transit facilities and recommending improvements to the bikeway system. Tasks such as ADA compliance, pedestrian infrastructure and the development of complete street and street classification guidelines are part of the project's scope. A second phase of the project was the identification of on-street improvements needed to provide easy and safe access to transit stations and bus stops. Led the coordination between city staff and volunteers for data collection through a series of walk audits and workshops.

National City SMART Foundation, National City, CA
Project manager in charge of coordination, data collection, public outreach plan, report production and management of team. Technical responsibilities include GIS-based hot spot analysis, crime and collision data collection and analysis, pedestrian and bicycle propensity modeling, recommendations and project design review. Public outreach responsibilities include; walk audits, presentations, focus group and public workshops.

City of San Clemente Bike/Pedestrian Master Plan, San Clemente, CA
Planner responsible for the GIS-based modeling and mapping for the pedestrian, bicycle and Safe Routes to School tasks. Assisting in facilitating Safe Routes to School walk-audits, workshops and working group meetings. Developing recommendations and matrices for pedestrian and bicycle improvements throughout the City.

City of Oceanside Bikeway Master Plan, Oceanside, CA
Project planner responsible for field work and research, GIS analysis and modeling, community workshop and working group facilitation, and documentation. During the plan process, Joe was involved in the implementation of Oceanside's Shared Lane Markings (Sharrows), the first in San Diego County.

Catrine Machi, AICP, LCI, Mobility Planner/GIS Analyst

EDUCATION

- M.S. Urban and Regional Planning, University of Wisconsin-Madison, 2007
- M.S. Geography, University of Wisconsin-Madison, 2007
- B.A. Human Geography, University of Wisconsin-Madison, 2005

REGISTRATION

- American Institute of Certified Planners
- League of American Bicyclists LCI #2426

Catrine's academic and work experience provides her with a technical background in ArcView and AutoCAD for GIS mapping, research and analysis. She combines her planning experience and education with interests in bicycling, running and traveling to bring a passion for multi-modal transportation and well designed facilities for both recreation and transportation. Prior to joining KTU+A, Catrine worked for pedestrian and bicycle non-profits, building knowledge of state-of-the-art facilities and working to educate and encourage the public about bicycling and walking as an alternative form of transportation.

City of La Mesa Bikeway Master Plan/Complete Streets Plan, La Mesa
Developed base maps and informational bicycle facility design graphics for public workshop. Reviewed and drafted a revised policy document to include pedestrian, bicycle, transit and ADA compliant objectives goals and action items. Summarized and integrated proposed pedestrian oriented projects from existing plans into a single prioritized list.

City of La Mesa Safe Routes to Transit/Safe Routes to Parks, La Mesa
Assisted with coordination between City staff and volunteers for data collection through a series of walk audits and workshops. Created field worksheets, surveys and checklists for collecting the field data necessary to identify on-street improvements needed to provide easy and safe access to transit stations, bus stops, parks and recreational facilities. The final plan was incorporated into the City's Bicycle Facilities and Complete Streets Plan.

Carlsbad ADA Transition Plan, Carlsbad, CA
Researched California and Federal Regulations for ADA Access. Processed field work notes into a searchable database for prioritization and cost estimates. The Carlsbad ADA Transition Plan evaluates existing conditions against latest state and federal regulations to create a series of phased projects working towards increasing compliance.

City of Dana Point Connectivity Study, Dana Point, CA
Project planner conducting field work, data collection, and document review. Assisting in the development of connectivity solutions, compilation of bicycle and traffic counts, and identification of grant funding sources for improvements.

KTU+A Active Transportation Project Experience

Project Name	Client	Status	Key Personnel
Complete Streets/Multi-Use Plans			
Camino del Mar Complete Streets Plan	City of Del Mar	Completed 2009	Singleton
Del Mar Circulation Plan Update	City of Del Mar	Completed 2009	Singleton, Pietz
El Cajon Blvd. Complete Street Plan	El Cajon Blvd. BID	Completed 2013	Singleton, Efird
Holt Blvd. Complete Street Plan	City of Ontario	Ongoing 2013	Singleton, Taylor, Punsalan, Machi
La Mesa Bicycle, Pedestrian, Transit and Complete Streets Plan	City of La Mesa	Completed 2012	Singleton, Punsalan, Machi
Oceanfront Walk Safety Study	City of San Diego	Completed 2001	Singleton, Holloway
Poway Pedestrian/Bicycle Trails Study	City of Poway	Completed 1999	Singleton, Carpenter
San Clemente Bicycle/Pedestrian Master Plan	City of San Clemente	Ongoing 2012	Holloway, Punsalan, Machi
UCSD Bicycle and Pedestrian Master Plan	UCSD	Completed 2012	Singleton, Holloway, Punsalan, Machi
Bicycle Plans			
Bayshore Bikeway, Salt Works Segment	SANDAG	Completed 2010	Singleton, Holloway
Bayshore Bikeway, Harbor Drive Segment	Port of San Diego	Completed 2012	Singleton, Holloway
Brea-Santa Ana River Corridor Plan	OCTA	Ongoing 2013	Punsalan
Chula Vista Bicycle Master Plan	City of Chula Vista	Completed 2011/2005	Holloway, Punsalan, Machi
Carlsbad Bicycle Master Plan	City of Carlsbad	Completed 2001	Singleton, Holloway
Coronado Bicycle Master Plan	City of Coronado	Completed 2011	Holloway, Punsalan, Machi
Coyote Creek Santa Ana River Corridor Plan	OCTA	Ongoing 2013	Punsalan
El Cajon Bicycle Master Plan	City of El Cajon	Completed 2010	Holloway, Punsalan
Encinitas Bicycle Master Plan	City of Encinitas	Completed 2005	Singleton, Holloway, Punsalan
Huntington Beach Bicycle Master Plan	City of Huntington Beach	Ongoing 2013	Holloway, Punsalan, Machi
Imperial Beach Eco-Route Bikeway	City of Imperial Beach	Completed 2005	Singleton, Holloway, Punsalan
Imperial Beach Bicycle Transportation Plan	City of Imperial Beach	Completed 2007	Holloway, Punsalan
Marshall Ave Corridor Route Selection Study	City of El Cajon	Completed 1996	Singleton, Holloway
OCTA 4th Supervisorial District Bikeway Plan	OCTA	Completed 2011	Holloway, Punsalan
Oceanside Bicycle Master Plan	City of Oceanside	Completed 2008	Holloway, Punsalan
SDSU Bicycle/Skateboard Master Plan	Associated Students, SDSU	Completed 2009	Singleton, Holloway
San Marcos Bicycle Master Plan	City of San Marcos	Completed 2005	Holloway, Punsalan
Santee Bicycle Master Plan	City of Santee	Completed 2009	Holloway, Punsalan
Pedestrian Plans			
Dana Point Connectivity Study	City of Dana Point/SCAG	Ongoing 2013	Singleton, Holloway, Taylor, Machi
Oceanside Pedestrian Master Plan	City of Oceanside	Completed 2009	Singleton, Punsalan, Pietz
San Diego District 3 Sidewalk Inventory Study	City of San Diego	Completed 2006	Singleton
San Diego Pedestrian Master Plan, Phases 1 and 4	City of San Diego	Ongoing 2011	Singleton, Holloway, Punsalan, Machi
Safe Routes Plans			
La Mesa Safe Routes to Transit	City of La Mesa	Completed 2012	Singleton, Punsalan, Machi
La Mesa Safe Routes to Parks	City of La Mesa	Completed 2012	Singleton, Blatner-Pifer, Punsalan
San Clemente Safe Routes to Schools	City of San Clemente	Completed 2012	Holloway, Punsalan, Machi

Examples of some of KTU+A's Active Transportation Plans can be downloaded here: https://www.dropbox.com/sh/sudd8q1yx44z429/FZqVPEU7tP

City of Huntington Beach Bicycle Master Plan

KTU+A is preparing a city-wide bicycle facilities master plan for the City of Huntington Beach. This city is unique in that many arterials had Class 2 bicycle lanes put in place without the benefit of conventional bikeway planning. Residents often rely on non-motorized vehicles to access the beach area due to congestion during summer months and special events. Further expanding bicycle travel is a plan goal, particularly since the city is essentially flat and has an established grid street system, both of which support bicycle use.

Tasks include analyzing recreational and commuter facility requirements, as well as identifying potential connections between transit modes and important destinations, such as the beach area and downtown. The project process includes evaluating existing roadways and bicycle facilities using conventional field techniques, as well as GIS for mapping and bicycling suitability modeling, an online survey questionnaire and two community meetings. The plan will include general design and engineering guidelines for the development of new facilities and an emphasis on education and encouragement programs and actions for existing facilities.

Client
City of Huntington Beach, Darren Sam
t: 714 374-1619; e: Darren.Sam@surfcity-hb.org

Status
On-going 2013

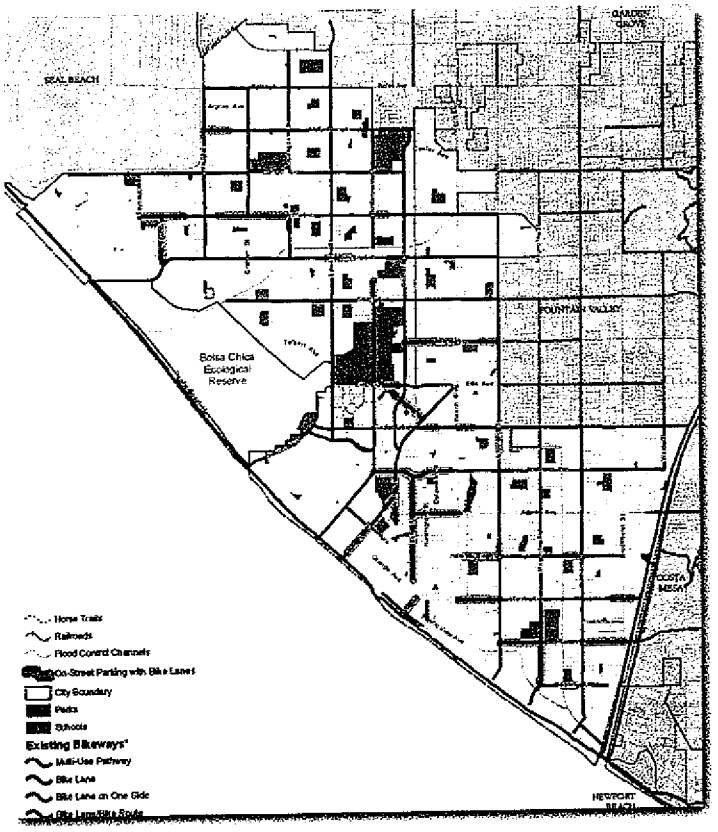

City of Temecula Bike and Trail Master Plan

The City of Temecula's Multi-Use Trails and Bikeways Master Plan included site analysis and environmental impacts; needs analysis; trail development; design standards; and preparation of maps, plans, exhibits and conceptual designs. The study covered multiple uses on road-separated trails that include facilities for equestrian users, cyclists, hikers, skaters, runners and nature observers. Another major component of the study was the analysis and recommendations of bike routes (Class 2 & 3) on city streets. A review of public and private open space and major recreational destination points was conducted to determine high priority trail linkages. Community workshops were held to gather user input and determine user preferences and community priorities. An extensive mail-out questionnaire was used to help determine user profiles, preferences and priorities. Implementation strategies and funding sources were also identified.

In April 2013, KTU+A was selected by the City of Temecula to prepare an update to this plan.

Client
City of Temecula

Status
Completed 2002; Update to start May 2013

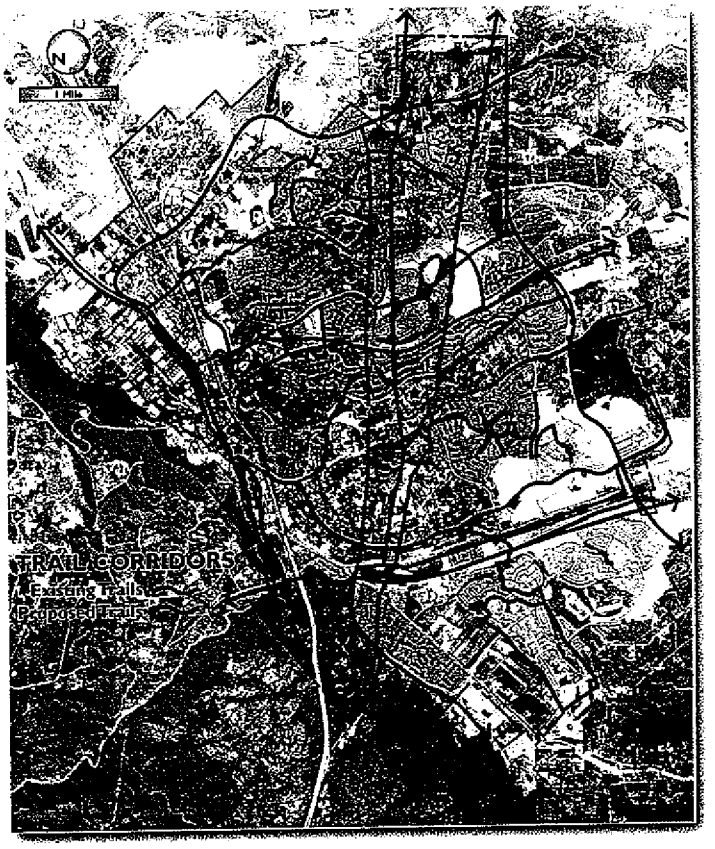

City of San Clemente Bicycle and Pedestrian Master Plan

The City of San Clemente's Bicycle and Pedestrian Master Plan analyzes the existing bike and pedestrian network and identifies recommendations and implementation tools to create a safe, connected, and consistent system. It also creates connections with the existing system of regional bikeways in the southern Orange County area. The plan recommends additional programmatic improvements, particularly programs and policies related to education, encouragement, enforcement, evaluation, and planning to encourage more people to ride or walk, as an alternative to driving. The education and outreach programs are designed for implementation by the city, schools, volunteers and the Orange County Sheriff's Office.

Plan recommendations address hilly terrain and significant grade changes; connections through Interstate 5 interchanges; existing informal pathways; low volume streets without sidewalks; access to the beach route; bicycle parking; employment site amenities; education programs for drivers and cyclists; and Safe Routes to School programs.

The recommendations are based on public input, coordination with city departments and community groups, as well as best practices employed by agencies around the country. Recommendations are in accordance with the American Association of State Highway and Transportation Officials (AASHTO) *Guide for the Development of Bicycle Facilities* and the *Manual of Uniform Traffic Control Devices* (MUTCD), among others. Substantial sections of the Los Angeles County *Model Design Manual for Living Streets* have also been incorporated. The plan satisfies the requirements of the California Bicycle Transportation Act (BTA, 1994). With Caltrans approval, this certifies the city's eligibility for state-distributed bicycle facility funding.

Plan implementation is multi-faceted and long-term. Besides the adoption of goals and policies, it also includes the implementation of programs and the pursuit of project funding through the city's capital improvements project process and grant funding.

Client: City of San Clemente, Cliff Jones, Associate Planner
t: 949 361-6186, e: jonesc@san-clemente.org

Status: On-going 2013

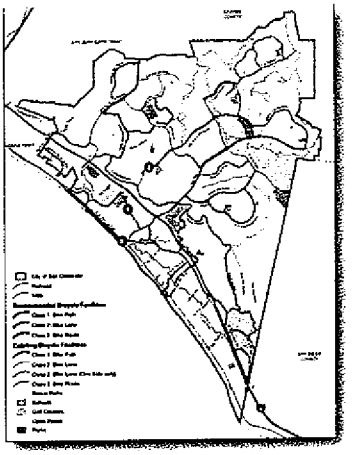

City of Oceanside Bikeway Master Plan Update

This study is a comprehensive update of the 1995 City of Oceanside General Plan Circulation Element and Recreational Trails Element. The city's growth necessitated an update to better address local bicycle travel needs, and to better serve regional long-distance travel and promote tourism. The bicycle master plan is responsive to the General Plan changes that may affect circulation patterns.

Plan objectives included establishing facility types to be implemented and identifying points where the city's bikeway system could integrate with the existing San Diego County regional bikeway system. The project's scope included documenting and evaluating the City of Oceanside's existing bikeway facility system and its relationship with other systems, such as mass transit, and recommending improvements where appropriate.

The bicycle master plan maximizes the efficiencies offered by multi-modal connections between mass transit and bikeways, and promotes a viable alternative to automobile travel in a climate particularly conducive to bicycle transportation. The plan also provides a more convenient bikeway system for cyclists who do not have ready access to motor vehicles.

Oceanside received designation as a Bicycle Friendly Community in 2008 from the League of American Bicyclists, the first in San Diego County.

Client: City of Oceanside, John Amberson
t: 760 435-5091

Status: Completed 2008

Awards

2009 - APA San Diego Section
2009 - ULI Smart Growth Award
2009 - ASLA San Diego Chapter

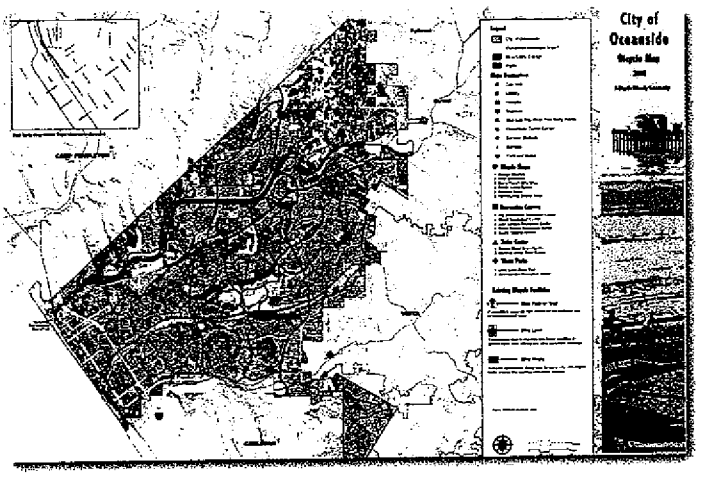

La Mesa Bicycle Facilities/Complete Streets Master Plan

The La Mesa Bicycle Facilities and Complete Streets Master Plan is an update to the General Plan Circulation Element incorporating goals, policies and programs related to bicycle facilities and other Complete Street transportation infrastructure. This study recommends a number of actions including closing facility gaps; and creating bicycle boulevards, colored bike lanes and enhanced bike routes.

Bike and pedestrian counts were conducted in each quadrant of the City. Pedestrian improvements such as median refuges, cantilevered bridges, mid-block crossings, RRFBs, curb extensions and ADA compliance were also recommended. Helping the city to effectively prioritize the closing of sidewalk gaps is a unique element of the Circulation Element update process.

A chapter of the study is dedicated to the development of a Complete Streets framework for the City's future planning efforts. This chapter includes guidance for improving major arterials and intersections with amenities such as cycle tracks, bike corrals, speed tables, parking alignments, bus shelters, pavement treatments and road diets to provide traffic calming.

The Safe Routes to Transit and Safe Routes to Parks studies looked specifically at the typical walking distances, conditions and barriers to accessing transit and park facilities. GIS-based network analysis determined specific walk and cycling zones around the LRT, bus stops and parks for connectivity. KTU+A conducted a workshop to educate and train the volunteers before the data collection process. Detailed site inventory was conducted by volunteers in these 10-15 minute walk zones and recommendations made to improve access and safety within the transit and walking environment. The data was then converted into a GIS database for analysis, cost estimating and mapping, which provides the City with comprehensive data to support project implementation.

Client: City of La Mesa, Patricia Rutledge
t: 619 667-1185

Status: Completed 2012

City of Chula Vista Bicycle Master Plan Update

KTU+A recently completed an update of the city's 2005 Bicycle Master Plan, which was also prepared by KTU+A. The primary objective of the new master plan was to review and provide recommendations on how the current bikeway network within the city planning area can be updated to best suit the needs of the city now and in the future. The scope included identifying existing facilities and bicycle deficiencies throughout the city, along with cost estimates to make improvements.

A bicycle suitability model was developed to determine the most likely areas within the City of Chula Vista where cyclists are likely to ride. The model was created to prioritize areas and projects to benefit the largest number of cyclists possible. The model identifies existing and potential bicycle activity areas citywide utilizing existing data within an extensive GIS database. Bicycling attractors include schools, park and recreation facilities, neighborhood and community retail centers, and neighborhood and community civic facilities, such as libraries, post offices, and transit facilities. The model also utilizes demographic data as indicators of potential volume of cyclists based on how many people live or work within the cycling activity areas identified in the Attractor Model. Existing and projected total population and employment were used, as well as other demographic data such as age and use of public transportation. Detractors are traits that tend to discourage people from riding their bikes and are often related to vehicular intensity and perceived safety of the cycling environment. Streets with high traffic volumes and high speeds tend to discourage people from cycling due to the amount of traffic adjacent to their route.

Upon adoption of the master plan by the City Council in January 2011, KTU+A prepared and submitted a Bicycle Friendly Community application to the League of American Bicyclists in February 2011.

Client: City of Chula Vista, Frank Rivera
t: 619 691-5045; e: rivera@ci.chula-vista.ca.us

Status: Completed 2011

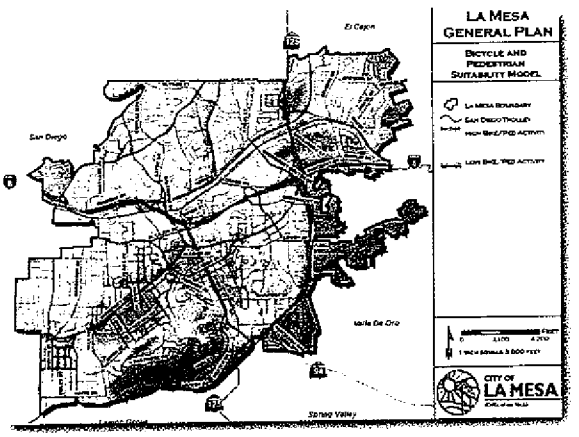

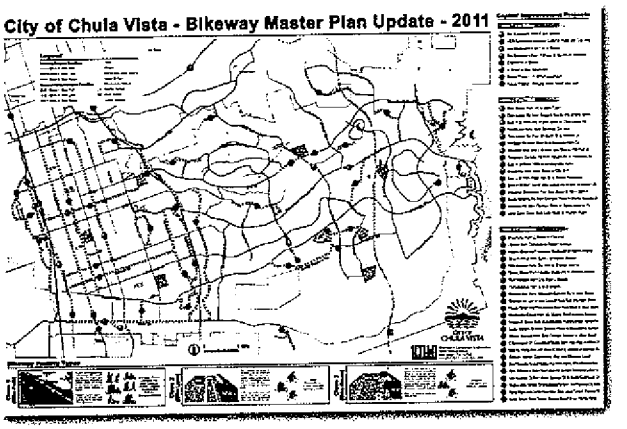

City of Moreno Valley Bicycle Master Plan Update

MV00207494

Firm Profile

IBI Group is a multi-disciplinary consulting organization, offering services since 1974. We are a leading international, multi-disciplinary provider of a broad range of professional services focused on the physical development of cities. IBI's business is concentrated in four main areas of development: Transportation, Urban Land, Facilities, and Systems. The integration of these disciplines within a single firm allows us to provide comprehensive professional services for a variety of projects. IBI Group ownership is shared between public Income Trust Fund Holders and the IBI Management Partnership. The IBI Management Partnership has responsibility for the firm's operation. Ownership of the IBI Management Partnership consists of roughly 90 active Directors and Associate Directors.

We offer a full range of architecture, engineering, and planning services to the public and private sectors. IBI Group currently employs over 3,100 persons in 80 offices across North America, Europe, Middle East, and Asia. IBI Group is in excellent financial health and no conditions exist that would impede its ability to provide the professional services for this contract. IBI Group is an ISO 9000 certified firm, Certificate Number FS 501660, Management Standard BS EN ISO 9001:2000.

IBI Group provides a full range of active transportation planning consulting services to public agencies including:

- Planning: IBI Group is at the forefront of pedestrian and bicycle planning. IBI Group's active transportation planning practice is anchored by a group of highly skilled and motivated individuals who bring extensive experience in the preparation of master plans, implementation plans, and complete street plans.

- Design: IBI Group's active transportation design capabilities include a full range of services from project/program management, to various facets of civil design. Our design capabilities and experience include the development of innovative concepts that are at the cutting edge of bicycle and pedestrian facility design.

IBI Group has over 150 professionals in California. The integration of our four disciplines provides a set of professional services for the comprehensive analysis of all aspects of transportation, transit, highway, streets, roads, goods movement and alternative modes planning, as well as project management.

Project Experience

Fourth District Bikeways Collaborative and Implementation plan

IBI Group was retained by OCTA to provide technical assistance and facilitate a series of meetings with members of the North Orange County Bikeways Collaborative, which included the cities of Anaheim, Brea, Buena Park, Fullerton, La Habra, Placentia, and Yorba Linda. Other stakeholders involved include Caltrans, County of Orange, South Coast Air Quality Management District, and various bicycle advocacy groups. The project focused on collaboration and cooperation among member agencies to identify regional bikeway priority projects. IBI Group also led the stakeholder outreach effort, meeting with staff from each of the seven cities involved in the Collaborative, and conducted a Stakeholder Roundtable and an Open House to engage members of the community in the process. The project has resulted in the identification of ten regional bikeway corridors that provide connections and safe access to employment centers, transit stations, and schools. Three "Focus Corridors" were identified to be carried forward for joint pursuit of grant funding opportunities and implementation. This project was also awarded a Compass Blueprint Award by SCAG for promoting walkable communities while enabling prosperity. IBI Group was selected subsequently by OCTA to lead the 4th District Bikeways Implementation Plan. This study is an extension of the 4th District Bikeways Collaborative to develop shelf-ready implementation plans for the top tier corridors identified by the Collaborative.

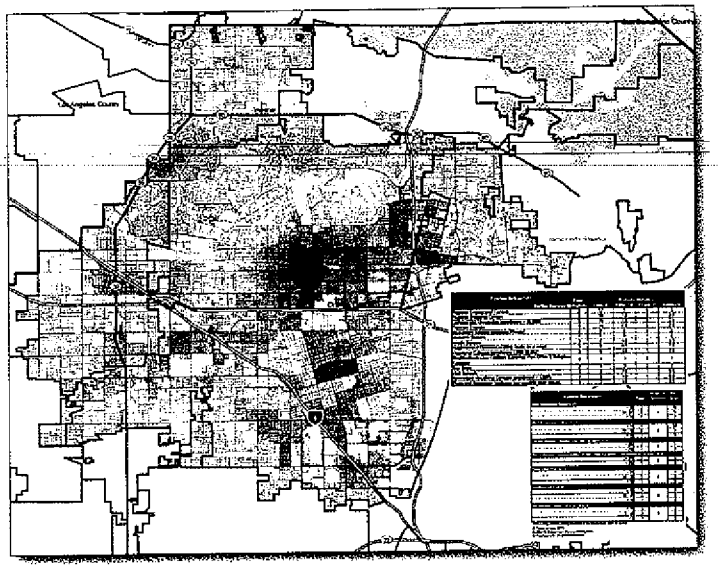

First & Last Mile Strategic Plan

IBI Group is currently assisting Metro and SCAG in the development of a First-Last Mile Strategic Plan, which will form the basis for a new Metro Active Transportation Policy. Spurred on by SCAG's visionary 2012 RTP/SCS, Metro is considering its role in the support of active transportation networks, and how such networks interface with the broader regional transportation network. The project aims to inform policies, goals and guidelines that will lead regional implementation efforts in the interests of transit connectivity, social justice and health.
IBI Group is moving beyond typical pedestrian and bicycle planning models, and looking more critically at the spatial and physical active transportation needs of all demographic groups, not just the young, and able. IBI has conducted a thorough review of Metro's 2011 System Wide On-Board Origin –Destination Study, and carefully considered the present and future active transportation needs of various transit dependent user groups. IBI Group is also preparing a Taxonomy of Mobility Devices, and together with the planning analysis developing a strategy for strengthening active transportation networks at all Metro station areas.

William Delo, AICP, Associate Transportation Planner

EDUCATION

- B.A. (Environmental Analysis and Design), University of California, Irvine, CA, 2000

REGISTRATION

- Certified Planner, American Institute of Certified Planners #019993)

Mr. Delo has over thirteen years of experience in transportation planning and traffic engineering. Mr. Delo is an experienced project manager, responsible for the successful completion of numerous projects ranging from traffic and parking studies to regional multi-modal transportation studies. His career experience has included extensive participation in public and agency outreach activities.

Fourth District Bikeways Collaborative, Orange County, CA
Mr. Delo was the project manager tasked with working collaboratively with seven North Orange County Cities and the County of Orange to identify and plan for regional bikeway priorities in this section of the county. The project involved identifying priority routes and working towards a more cooperative planning process for regional bike routes. The project received a Compass Blueprint Planning Award from SCAG.

Santa Ana General Plan Circulation Element, Santa Ana, CA
Mr. Delo is the deputy project manager of this current IBI Group effort to assist the City of Santa Ana in updating their General Plan Circulation Element. The update is being conducted to incorporate Complete Streets policies into the Element and to reflect current planning efforts for Streetcar in the city.

Agua Caliente Section 14 Complete Streets Plan, Palm Springs, CA
Mr. Delo is the project manager for this study focused on the development of a Complete Streets plan and vision for the Section 14 Master Plan. This study is being conducted for the Agua Caliente Band of Cahuilla Indians. IBI's role includes the development of the Complete Streets chapter for the Master Plan.

Metro First and Last Mile Study, Los Angeles, CA
Mr. Delo is the deputy project manager for this study effort focused on developing a set of guidelines and policies for planning for first and last mile access to regional transit stations. The study includes examining conditions for bicycle and pedestrian access at 12 Metro stations, and the development of design guidelines for future improvements.

Michigan Avenue Neighborhood Greenway, Santa Monica, CA
Mr. Delo is IBI Group's task lead for the conceptual design element for this project, which is focused on the implementation of a neighborhood greenway along Michigan Avenue, link the beach with Santa Monica HS and the Pico/Union neighborhood. Strategies include traffic calming, traffic circles, and other bike improvements.

Lydia La Point, P.E., LEED AP, Transportation Engineer

EDUCATION

- B.S. (Civil Engineering with a Minor in Information and Computer Science), University of California, Irvine, 2003

REGISTRATION

- Registered Civil Engineer - California 70858; Arizona 52638

Ms. La Point is a Transportation Engineer with nine years of experience in the Irvine office of IBI Group. Her depth and breadth of planning and engineering experience includes forecast analysis, grant funding, and the preparation of engineering plans, specifications and estimates. She has managed and prepared numerous traffic and parking analyses for a variety of land uses that included issues related to neighborhood traffic management, parking requirements, shared parking, alternative transportation, transit planning, and passenger car equivalent analysis.

Fourth District Bikeways Collaborative, Orange County, CA
This project identifies and plans for regional bikeway priorities in this section of the county. The project involved working with staff and bicycle advocates from each city to identify priority routes and work towards a more cooperative planning process for regional bike routes that would cross jurisdictional boundaries. Ms. La Point was the task lead for the development of conceptual design plans prepared for two bikeway corridors.

Pasadena Road Diets Study, Pasadena, CA
This study was prepared for the City of Pasadena to test the effectiveness of Road Diets in reducing speed and improving safety. Road Diets involve the removal of existing traffic lanes and allocating newly available street right-of-way to left turn lanes, bicycle lanes, and/or improved pedestrian facilities, including: sidewalks, median refuges, and landscaping. Ms. LaPoint utilized the CompleteStreets software package to analyze conditions.

Figueroa Corridor Streetscape Project, Los Angeles, CA
The Figueroa Corridor Streetscape Project is exploring streetscape and separated bicycle lane opportunities along Figueroa Street between 7th Street and 41st Street. Ms. La Point prepared the traffic analysis for the each of the alternatives, and developed preliminary striping and signal plans for the preferred alternative.

Santa Ana Circulation Element Update, Santa Ana, CA
IBI Group is assisting the City of Santa Ana in the update of their General Plan Circulation Element. It involves a complete evaluation of the Master Plan of Streets and Highways and development of a Bicycle and Pedestrian Master Plan. Ms. La Point is working on the traffic analysis and technical report associated with the update.

Staffing Plan

KTU+A has a dedicated mobility team for active transportation projects such as bicycle, trail and pedestrian master plans. Collectively, this team has prepared more than 30 active transportation plans in San Diego, Riverside, San Bernardino, Orange and San Luis Obispo Counties. The team includes:

- *Principal Planner Mike Singleton*: responsible for contract administration, project oversight and quality control
- *Project Manager John Holloway*: responsible for coordination with the City of Moreno Valley, management of the KTU+A in-house and subconsultant team, public outreach facilitator
- *Mobility Planners Joe Punsalan and Catrine Machi:* responsible for GIS analysis, research and development of recommendations, public outreach support

Current and Anticipated Commitments:

Mike Singleton (KTU+A)

- Salinas River Trail Master Plan - complete October 2013
- City of Encinitas Coastal Rail Trail - complete December 2013
- SANDAG Vanpool and Carpool Study - complete June 2013
- City of Temecula Multi-Use Trails and Bikeway Master Plan - Start May 2013

John Holloway (KTU+A)

- Salinas River Trail - complete October 2013
- City of Encinitas Coastal Rail Trail - complete December 2013
- City of Huntington Beach Bicycle Master Plan - complete May 2013
- City of Temecula Multi-Use Trails and Bikeway Master Plan - Start May 2013

Joe Punsalan (KTU+A)

- National City SMART Foundation - complete March 2014
- City of Huntington Beach Bicycle Master Plan - complete May 2013
- City of Temecula Multi-Use Trails and Bikeway Master Plan - Start May 2013

Catrine Machi (KTU+A)

- City of Huntington Beach Bicycle Master Plan - complete May 2013
- City of Temecula Multi-Use Trails and Bikeway Master Plan - Start May 2013

Bill Delo (IBI)

- OCTA District 1 & 2 Bikeways Strategy - complete June 2014
- Santa Ana Circulation Element - complete December 2013
- Yosemite Mariposa Grove Visitor Shuttle Operations Study - complete July 2013

Lydia La Point (IBI)

OCTA District 1 & 2 Bikeways Strategy - complete June 2014

- Figueroa Streetscape Plan - complete June 2013
- Yosemite Mariposa Grove Visitor Shuttle Operations Study - complete July 2013

David Aulwes (IBI)

- Michigan Avenue Neighborhood Greenway - complete December 2013
- Santa Monica Bicycle Lane - complete July 2013
- Tri-Met On-Call - complete September 2013

Project Scheduling and Budgeting

KTU+A utilizes Microsoft Project for milestone tracking and progress. A Project Critical Path will be provided including all tasks. Specific dates for near term tasks will be agreed upon with the City. The Microsoft Project schedule will be updated monthly and a summary of completed tasks and progress percent per phase will be provided for the quarterly reports. In addition to Microsoft Project, KTU+A utilizes Deltek "Vision" as an accounting, invoicing and resource leveling software tool. This tool is used on a weekly basis to schedule all staff and to check on the progress of milestones and project budgets. KTU+A assures best project management practices within the firm through guidelines developed internally to provide in-house continuity and standards.

		KTU+A					IBI Group			Total Hours
	Moreno Valley Bicycle Master Plan Update	Principal Planner	Project Manager	Associate Mobility Planner	Mobility Planner	Graphic Designer	Senior Transportation Planner	Transportation Engineer	Transportation Planner	
Task 1: Project Initiation										
1.1	Kickoff Meeting, quarterly reporting		6	6			6			18
1.2	Staff Coordination	City Responsibility								0
1.3	RFP for Consultant Services	City Responsibility								0
1.4	Deliverables	City Responsibility								0
	Sub-total Hours	0	6	6	0	0	6	0	0	18
Task 2: Public Outreach										
2.1	Stakeholder Outreach	City Responsibility								0
2.2	Workshop #1		24	24	24	16			6	94
2.3	Workshop #2		24	24	24	16			6	94
2.4	Workshop #3		24	24	24	16			6	94
2.5	Deliverables		4	8	16					28
	Sub-total Hours	0	76	80	88	48	0	0	18	310
Task 3: Data Collection and Analysis										
3.1	Inventory Existing City Facilities		32	40	40		8		8	128
3.1a	Conduct eight (8) Bicycle and Pedestrian Counts			6			4		8	18
3.2	Review Regional Plans		2		16					18
3.3	Identify Other Modes of Transportation within City		2				10		16	28
3.4	Review Bicycle Facility State of the Practice		2		16					18
3.5	Deliverables		8		4					12
	Sub-total Hours	0	46	46	76	0	22	0	32	222
Task 4: Bicycle Master Plan Development										
4.1	65% Draft Bicycle Master Plan		80	60	60	16	6	16		238
4.2	90% Bicycle Master Plan		40	24	24		6	8		104
4.3	Final Bicycle Master Plan		40	24	24	16		8		112
4.4	Adoption of Bicycle Master Plan		8	6						14
4.5	Deliverables		6		6					12
		0	174	114	114	32	14	32	0	480
Task 5: Project Management and Administration										
5.1	Fiscal Administration	4	8				6			18
5.2	Quarterly Reports		4	4	4					12
5.3	Deliverables	2	6							8
	Sub-total Hours	6	18	4	4	0	6	0	0	38
	Total hours per staff	6	320	250	282	80	48	32	50	1,068
		1%	30%	23%	26%	7%	4%	3%	5%	100%

MV00207497

Task 1: Project Initiation

Kick-Off meeting and developing work plan

Upon contract award, a kick-off meeting with the City will be scheduled within two weeks after receipt of the notice to proceed. The kick-off meeting will address project objectives, detailed work plan, public participation, project schedule, data collection and system inventory. This will be an opportunity to fine-tune the work plan and schedule to fit City needs.

Task 2: Public Process

Public Workshop #1: Provide Bicycle Master Plan overview, vision and goals and gather input

The first public workshop will be conducted to begin developing project vision, goals and objectives. Existing facilities, opportunities and constraints will be presented to begin soliciting feedback on improvements needed for these facilities and for developing new ones. The public comments will assist in developing recommendations, identifying potential projects and determining the level of community awareness.

Public Workshop #2: Present existing conditions/gather public input

The second public workshop will present the results of the data collection effort and needs assessment process to solicit comments from the public regarding issues, concerns and recommendations regarding the existing and proposed bicycle facilities. Recommended programs and policies will also be presented to gather feedback on what kind of programs and policies the public would like to see to improve the City's cycling environment.

Public Workshop #3: Present preliminary plan to the stakeholders

The third workshop will be held at the recommended projects stage of the planning process. The recommended projects will be presented to the stakeholders to fine-tune the plan. The Final Bicycle Master Plan will summarize and reflect the results of the public participation input.

KTU+A will reach out to unique communities of interest, including cyclists, pedestrians and transit users at the workshops. These workshops will also be an opportune time to provide educational materials and outreach to attendees. KTU+A's team has three League Certified Instructors (LCIs) that can assist those wanting more information and education regarding safe cycling. KTU+A can assist in producing materials with the help of the Stakeholder Group to educate new and less experienced cyclists.Spanish translation will be available at the workshops.

Added Value: KTU+A communicates complex issues through informative graphics, such as large-scale maps and 3D models. Many of these graphics have been compiled for other projects and will allow the team to spend time on the specifics of this scope instead of preparing materials for general communication. This includes presentation materials and mapping, as well as tables and charts that help to explain the issues and solutions related to bikeways and related facilities.

Develop on-line survey

KTU+A will develop an on-line survey and a map-based input tool for community input. The map-based on-line tool will allow the public to pinpoint areas of concern and provide comments about these locations. Past experience has shown that on-line surveys are an efficient way to gather relevant information. They allow those who cannot attend the public workshops or are hesitant to speak in public to voice their concerns. Surveys will be on-line until the production of the first draft. The on-line survey can also be provided in Spanish.

Stakeholder Group meetings

KTU+A will coordinate with the City to identify and develop a Stakeholder Group. Meetings with the Stakeholder Group will be held as needed to ensure the Bicycle Master Plan is progressing in concert with other ongoing projects in the City. Team members will attend a maximum of four (4) Stakeholder Group meetings at the discretion of the City's project manager.

Deliverables: List of prospective workshop attendees, meeting summaries project vision/goals, facility opportunities and constraints and summaries including stakeholder suggestions.

Task 3: Data Collection and Analysis

3.1 Review and inventory existing facilities, including bike parking

a. Collect GIS and CAD data

KTU+A will collect GIS data for Riverside County Transportation & Land Management Agency (TLMA) and SCAG and will supplement the data with that of the City's. Once data needs have been established, KTU+A will collect, create and assemble GIS mapping of existing multi-use paths, bicycle lanes and routes, connections to current trails, bicycle parking facilities, transit service network, key community destinations (schools, libraries, parks, pedestrian districts, community centers, churches, employment centers, etc.), and the important connections between these alternative transportation networks and the destinations where City residents live, work and play, both locally and regionally.

b. Conduct existing conditions mapping

With the data collected, KTU+A will create base maps for initial field work and identify any data gaps or other needs to complete the plan. These datasets are essential for field work, presentations, analysis, public workshops and the report. KTU+A is familiar with relevant state and federal laws, especially as they apply to bikeways and trails. We will prepare the necessary maps to satisfy state requirements for bicycle transportation plans and also include a section in the final plan that provides a checklist of the California Streets and Highways Code section 891.2 requirements noting their location in the document.

When the initial mapping exercise and model development has been completed, field investigations will mostly consist of cycling throughout the City to get a "cyclist's perspective" of how the facilities function, individually and as a whole. KTU+A will encourage members of the Stakeholder Group to join our field investigations to show us areas they know are of concern to cyclists.

In what condition are the facilities? Do they meet standards? What aspects of the facilities feel unsafe? What are possible solutions? These are questions that often can only be analyzed by experiencing the facilities themselves. The team will identify missing links, extensions and safe routes to schools, parks, employment centers, retail and transit, as well as inventory bicycle push buttons and bicycle detector loops. Connections to existing and planned facilities in adjacent jurisdictions will also be identified. In some instances, solutions to problems may need to be innovative for conflicts to be mitigated. KTU+A will identify potential innovative, cost-conscious and practical solutions to mobility issues.

Bicycle parking is an issue in many cities. There is usually not enough or it is not located in the areas where it is most needed. Recently, KTU+A has inventoried bicycle parking for similarly sized cities such as Chula Vista and Huntington Beach and developed cost estimates and recommendations for proper installation to improve bicycle parking. KTU+A has also created materials for volunteers to survey bicycle parking. This same effort can be conducted for this project. The data will be compiled and organized for delivery to the City at the end of the project.

c. Conduct bicycle counts

The second proposed data collection effort will focus on counting peak period bicycle activity at up to ten (10) locations across the city. IBI Group will coordinate and schedule these counts at selected locations, such as those with a history of bicycle-related collisions or those identified by the Stakeholder Group. This data will then provide baseline bicycle activity levels, and can also be utilized to normalize the bicycle collision data, thus allowing the City to understand the true collision rate. Counts could be repeated annually at the same locations to track both activity levels and collision rates. This data from both of these tasks are especially valuable to support future grant applications.

3.2 Review existing documents

KTU+A will review and summarize existing goals, objectives and policies concerning bicycle facilities and programs included in the City's current General Plan Circulation and Infrastructure Elements, WRCOG Non-motorized Transportation Plan, Compass Blue Print Plans, Regional Transportation Plan, Sustainable Communities Strategy and adjacent cities' bicycle master plans. Analysis of the existing bicycle program will reference the checklist of required elements for bicycle transportation plans in the California Streets and Highways Code section 891.2.

3.3 Identify other transportation modes within City

This task will identify and document the range of travel modes available within the City of Moreno Valley, with particular emphasis on identification of local, regional and inter-regional transit services. These services include Riverside Transit Agency (RTA) bus service, Metrolink commuter rail and Amtrak inter-city bus service. KTU+A's subconsultant, IBI Group, will lead this task, drawing on the firm's extensive knowledge of transit systems and transit system operations within Riverside County and southern California. IBI has been involved in several transit studies for Western Riverside County, including the completion of a comprehensive operational analysis for RTA and a bus rapid transit study for WRCOG. IBI will be responsible for collecting the appropriate data on headways, service and ridership from each of the transit operators offering service in the city.

The objective in identifying these transit services, as well as the stops, stations, frequencies and other pertinent information, is to identify how the City's bicycle network can provide improved and safe connections with the local and regional transit network. In the review of regional documents and transit services, IBI will focus on strengthening first and last mile connections to transit stations for cyclists. Linking bicycle routes and infrastructure to transit services expands the potential travel distance for cyclists and can help to encourage more cycling and use of transit for commute and non-commute trips. IBI has been working recently with LA Metro and SCAG on a first-last mile strategic plan for transit stations in Los Angeles County. Their work on this project highlights the importance of strengthening these connections between active transportation and transit to promote travel by both modes. Included within this work effort is the identification of best practices and street design guidelines for improving bicycle access to transit. Many of the lessons learned from this effort can be applied to Moreno Valley.

In this task, all transit routes, stations, and stops will be identified on a map of the City. This map can then be overlaid on the bicycle network map developed in subsequent tasks to identify and strengthen connections between the planned bicycle network and transit services. Information related to service frequency, destinations and connections served and span of service will also be documented in a matrix to be used as part of network development and evaluation process.

3.4 Review bicycle facility state of practice

KTU+A will review information regarding the City, regional and national bicycle facility state of practice, not just bicycle facilities, but for Complete Streets, including bicycle and accessible pedestrian facilities, and transit supporting infrastructure. KTU+A's has experience with planning and designing innovative bicycle facilities such as those found in the NACTO Urban Bikeway Design Guide and the AASHTO Guide for the Development of Bicycle Facilities. These documents will be utilized to bring Moreno Valley up to date with the most current state of bicycle planning practices. KTU+A will provide descriptions and diagrams of design standards, a map of proposed street classifications with text descriptions and will suggest tools and techniques to reduce barriers to individuals choosing alternative travel modes.

The team will focus on integrating the goals and objectives of these separate initiatives to form a cohesive and comprehensive statement of the City's goals, policies and programs for a "Complete Streets" approach to transportation. We know that

community health is linked to community design; it is know recognized that supporting bicycling and walking - and the policies and practices that affect them – is a public health, environmental, safety and welfare issue.

Added Value: *Develop GIS-based suitability index for analysis*
KTU+A developed and maintains a current GIS-based Bicycle Suitability Index for bicycle planning. This model provides an objective tool to assist in recommending and ranking projects. KTU+A will develop a GIS model for the initial field work, evaluation and ranking of bicycle facility projects. The model incorporates data such as demographics, collisions and activity centers to assist in project ranking and to identify areas that warrant further investigation for need or improvement of bicycle facilities. This model will be used for the Moreno Valley Bicycle Master Plan, the ability to objectively prioritize proposed projects directly supports future City grant applications.

Research bicycle related collisions: KTU+A will collect and analyze the City's bike-related collision data to identify education needs to improve driver/cyclist education. Data will be collected through the California Highway Patrol's Statewide Integrated Traffic Records System (SWITRs). Collision data provides insight into patterns of unsafe bicycling environments, such as time of day, time of year and how they relate to location. This can highlight a need for increased education for students riding their bike to school, for example. Additionally, a pattern of locations like mid-block versus intersection crashes can reveal localized problems with visibility, engineering or driver education. A pattern of crashes resulting from wrong-way cycling may suggest additional cyclist education programs focused on correcting this dangerous activity.

Deliverables: Summary memos, maps and exhibits

Task 4: Bicycle Master Plan Development

4.1 65% Draft Bicycle Master Plan

The KTU+A team will incorporate pertinent comments and changes from the reviewers into the 65% Bicycle Master Plan. The comments will be compiled by the City before they are sent to KTU+A for incorporation.

Subtask A: Engineering: *Identify deficiencies/issues/conflict areas and provide solutions*
The team's planners are regular cyclists of varying experience types and abilities. With our hands-on approach to field work, we will ride throughout the City ourselves and base our analysis on a cyclist and pedestrian's perspective, as well as from a professional planning standpoint.

Based upon the findings of the existing conditions and resulting needs, KTU+A will develop solutions to missing connections, barriers and conflict points that may be deterring residents from cycling more. Our cycling experience, along with our extensive experience in preparing local bicycle and pedestrian plans, will provide the City of Moreno Valley with state-of-the-art, feasible, functional and implementable solutions.

a. Develop vision, goals and objectives
From input gathered from the Stakeholder Group meetings and public workshops, KTU+A will develop and refine plan vision, goals and objectives. A thorough review of plans, such as the City's General Plan, will be conducted to assure compliance with existing City documents. These visions, goals and objectives will be amorphous as public feedback is gathered. Other elements of the General Plan and related City documents will be reviewed for consistency and integration. Regional and adjacent city bicycle plans will also be reviewed and incorporated where applicable.

b. Develop recommended bikeway projects (including bike parking)
KTU+A will analyze all the existing data, GIS model, public and Stakeholder Group input to develop recommendations to improve the bicycle network.

Bikeway project development will include identifying and closing the City's bikeway network gaps and utilizing opportunities along flood channels, active or abandoned railways, power lines and other utility easements. Connections to schools, employment areas, public facilities, parks, bus and transit stops and adjacent city facilities are all components of bikeway facility recommendations. Other factors, such as traffic volumes, speed limits, bicycle-related collisions, project cost and feasibility, are additional elements analyzed for project development. Public input plays a significant role in determining the best routes throughout a city. Local knowledge of everyday cycling situations in Moreno Valley is some of the most important information we consider.

Individual project sheets will be developed to provide the details necessary for implementation. Details may include suggested lane widths, traffic calming treatments, signage, street crossing improvements and flood channel and power line easement alternatives. In addition, this task includes the identification of amenities to further encourage cycling in Moreno Valley, such as bicycle lockers or racks and proposed locations for each amenity. The City will review these projects for feasibility prior to ranking and cost estimating.

c. Prioritize recommended bikeway projects and cost estimates
The prioritized projects will be listed by facility type and include opportunities and constraints, improvements and cost estimates. The prioritization process includes results from the Bicycle Suitability Index and other metrics such as system gaps, collision rates and safety concerns. Depending on the project needs, cost estimates include improvements such as painted lane treatments, intersection controls and additional signage.

When the prioritized projects are approved for each facility type, an implementation process can be developed. This process can include:

- Propose a phasing strategy to implement on-street bike lanes incrementally
- Identify high demand/priority routes and destinations that should be implemented first
- Identify existing infrastructure projects already approved to incorporate bike facilities
- Prioritize the remaining routes to be built after high priority routes are completed
- Identify national, state and local funding sources available to implement bike lanes
- Identify other funding ideas/mechanisms being utilized in other communities
- Strategize ways to market cycling as a means of transportation and incentivize developers to incorporate bicycle friendly design into their developments

d. Caltrans BTA requirements
Items a-k in the Caltrans Bicycle Transportation Account Code Section 891.2 Compliance will be addressed throughout the 65% submittal phase.

Subtask B: Evaluation and planning
Under this task, KTU+A will focus on two key subtasks – bicycle facility and travel evaluations and policy/municipal code evaluations. Each of these subtasks is described below.

a. Needs and demand: Bicycle facility and travel evaluation
Two key data collection efforts will support an evaluation of bicycle facility and travel in the City: development and distribution of an on-line survey and the peak period bicycle counts.

Summarizing the public input, on-line survey and bicycle counts will provide an important baseline riding behavior and preferences database of Moreno Valley's residents. The survey can be re-administered at three to five year intervals and incorporated into an active transportation performance monitoring report that can serve as a bicycle promotional piece oriented toward elected officials, city staff and community members.

b. Policy evaluation
This subtask will focus on three key components: an evaluation of existing educational and enforcement programs; a review of current municipal codes; and development of a performance-monitoring program. Each of these efforts is described below.

KTU+A will utilize the Stakeholder Group's knowledge to understand the City's full spectrum of existing bicycle educational and enforcement programs. We will assemble our findings, along with information about preferences obtained from the on-line survey, and draft recommendations for the City to enhance and expand its approach to education and enforcement.

KTU+A will review the current municipal code for bicycle parking requirements and compare it against national best practices. Recommendations will be made for modifications to the municipal code to enhance the provision of bicycle parking as new development and redevelopment occurs.

KTU+A will develop a performance-monitoring plan, including a set of desirable bicycle travel and facility indicators that can ideally be incorporated into the circulation element. Performance measures, along with the necessary data types, will be identified. As part of this planning effort, the baseline values for some of the indicators can be calculated and documented. The performance-monitoring plan will provide a framework for future and on-going bicycle-related data collection to support a thorough understanding of cyclists' needs and progress towards increasing citywide cycling rates and safety.

c. Estimation of existing and future bicycle commuters
KTU+A will use American Community Survey, SCAG regional forecasts and Census 2010 data to estimate existing bicycle commuters and other mode shares. Formulas based on increasing bicycle mode shares will be utilized to estimate Moreno Valley's future bicycle commuter increase. The bicycle counts will also be used as baseline information to develop guidance in monitoring improvements as bikeways get implemented.

Estimation of other mode shares, vehicle miles reduced, and air quality benefits will also be included as required by SB 375.

d. Map production
Maps of existing and future conditions will be developed and incorporated into the report and public workshops. All map production will be completed using ArcGIS 10.1 with Spatial and Network Analyst extensions. Data will be compiled and delivered at the end of the project.

Subtask C: Education
a. Identify City's current bicycle programs
KTU+A will work with City staff and Stakeholder group members to identify and summarize the City's current bicycle education programs. These programs may be administered by the City, local schools, and police department.

b. Coordinate with City and Stakeholders on efforts for increased education
KTU+A will coordinate with stakeholders to review current bicycle programs to identify where efforts to increase education would be best directed. Stakeholder groups are often a unique combination of individuals and the organizations and departments they represent. This collaboration can bring to light innovative approaches to increasing education.

c. Develop recommendations for educational opportunities
KTU+A will provide recommendations for bicycle education programs employing background research, experience and brainstorming. However, these recommendations fall short without local champions to engage in these efforts. KTU+A will coordinate with the Stakeholder group to identify programs and ideas more likely to move forward. With this refinement, KTU+A can focus more on applicable recommendations.

Subtask D: Enforcement
KTU+A recommends including law enforcement representation in the Stakeholder group since they play a critical role in the educational and enforcement aspects of improving cycling. When law officers cite cyclists for violations, they also have the opportunity to provide timely educational insight.

KTU+A will evaluate current enforcement programs and other programs currently in place or planned. With LCIs on the team, KTU+A is well versed in the rights and obligations of cyclists. With the team's knowledge of the different enforcement methods of promoting cycling safety in southern California, we can suggest successful programs and provide additional recommendations to aid the City's ongoing efforts.

The team will look at ways to support equitable and general enforcement, identifying areas of improvement for existing enforcement efforts and to provide materials to support these efforts. Reviewing applicable City codes will be a part of this task, as well as providing recommendations to improve codes and policies to target enforcement, safety enhancements, effectiveness and cycling convenience.

Subtask E: Encouragement: *Research incentive programs, increased awareness and community events to increase ridership and research local cities and adjacent counties on their encouragement efforts*
KTU+A will assist with brainstorming for ideas to encourage cycling in Moreno Valley by researching ideas regionally, from across the nation and even internationally. We can provide unique insight as to how other encouragement efforts have been implemented. Additionally, KTU+A bicycle planners are all members of the Association for Pedestrian and Bicycle Professionals (APBP). This organization provides a wealth of knowledge about what does and does not work for bicycling in cities across the nation and in other countries.

a. Develop recommendations to encourage more bicycle ridership
KTU+A will coordinate with the City and Stakeholder Group to sift the many brainstormed ideas into a list of feasible opportunities for encouragement programs.

Subtask F: Equity
Equity is the newest 'E' to be added to the standard Es. The demographic diversity of Moreno Valley must be taken into account when planning facilities to assure that all user needs are considered. Equity will focus on assessment and recommendations that serve the diverse population and those that cycle or walk out of necessity. Because over 50% of the City's population is Hispanic, providing both Spanish and English versions of surveys, flyers and other media will be very important. KTU+A will create workshop media in both Spanish and English and will provide translation services at workshops.

We will follow direction from the City regarding what to include from the City's social and environmental justice analysis in this portion of the plan.

a. Update grant funding sources
Bicycle Transportation Account compliance requires a description of past expenditures for bicycle facilities and future financial needs for projects that improve safety and convenience for bicycle commuters in the plan area. KTU+A will compile the necessary financial information provided by the City and combine it with the implementation plan cost estimate and prioritization to fulfill this requirement and provide the City with a user-friendly template to begin planning to fund the recommended bicycle projects.

KTU+A updates our funding sources as new ones are created and older ones end. This provides the City with the latest information to apply for grants to begin planning and construction of bikeway projects. The KTU+A team has experience in grant writing and can work the City with writing a grant at the end of the project.

b. Design Guidelines
KTU+A has developed a toolbox for bicycle facilities to assist our clients in visualizing what possible solutions are needed. The toolbox meets Caltrans and Complete Street design guidelines, as well as provides innovative solutions such as those from the NACTO Urban Bikeway Design Guide and the AASHTO Guide to the Development of Bicycle Facilities. The comprehensive toolbox contents will be updated to meet the City's needs.

c. Draft Plan Preparation
The KTU+A team will prepare a 65% Draft Bicycle Master Plan that provides complete documentation of the project as previously described. The draft plan will include pertinent background information, all the analysis done to date, GIS mapping of existing and proposed bicycle facilities, goals, policies, cost estimates and recommended programs for the Six Es.

Deliverables: 65% Draft Submittal. Five (5) hardcopies and one PDF

4.2 90% Draft Bicycle Master Plan
The KTU+A team will incorporate comments and changes and submit a 90% Draft Plan for staff review. This plan may be posted on the city's web site for an informal review. Review will be for minor corrections since the plan should basically be complete by this time. The 90% draft will include updated cost estimates for the recommended improvements and an updated implementation plan identifying funding opportunities that reflect any changes since the earlier draft.

Deliverables: 90% Draft Submittal. Five (5) hardcopies and one digital PDF

4.3 Final Bicycle Master Plan
The final plan will be submitted for Planning Commission and City Council review and approval. Design guidelines, cost estimates, and the implementation plan will be included.

Deliverables: Final Draft of the Bicycle Master Plan. Five (5) copies and one PDF

Added Value: Graphic clarity: The plan will be assembled using Adobe® InDesign® software that supports effective integration of photographs, tables, text, maps and digitally connected tables of contents, lists of figures and indexes. The outcome is a product easy to understand, informative and useful.

KTU+A communicates complex issues through informative graphics such as large-scale maps and 3D models. Many of these graphics have been compiled for other projects and will allow the team to spend time on the specifics of this scope instead of preparing materials for general communication. This includes presentation material,s as well as tables and charts that explain the issues and solutions related to bicycle and related facilities.

4.4 Adoption of Master Plan

Planning Commission Public Hearing: KTU+A will provide support for staff presenting the final plan for Planning Commission and Parks and Recreation Commission consideration and recommendation of approval to the City Council. This meeting will be noticed as a public hearing and the public will have an opportunity to comment and speak on behalf or against the plan.

City Council Public Hearing: The master plan will be considered by the Moreno Valley City Council for approval and adoption. This meeting will be noticed as a public hearing and the public will have an opportunity to comment and speak on behalf or against the plan.

Deliverables: Approved Moreno Valley Bicycle Master Plan, Five (5) hardcopies and one digital PDF copy

Task 5: Project Management and Administration

As the project progresses, KTU+A will provide quarterly progress reports to the City Project Manager, which will include the following information:

- Status of work completed to date
- Work anticipated to be completed in the next reporting period
- Problems/obstacles identified during this period
- Updated project schedule
- Outstanding issues (items would remain on this list until resolved)

Deliverables: Quarterly progress reports, agendas, meeting minutes, detailed project schedule

Project Schedule

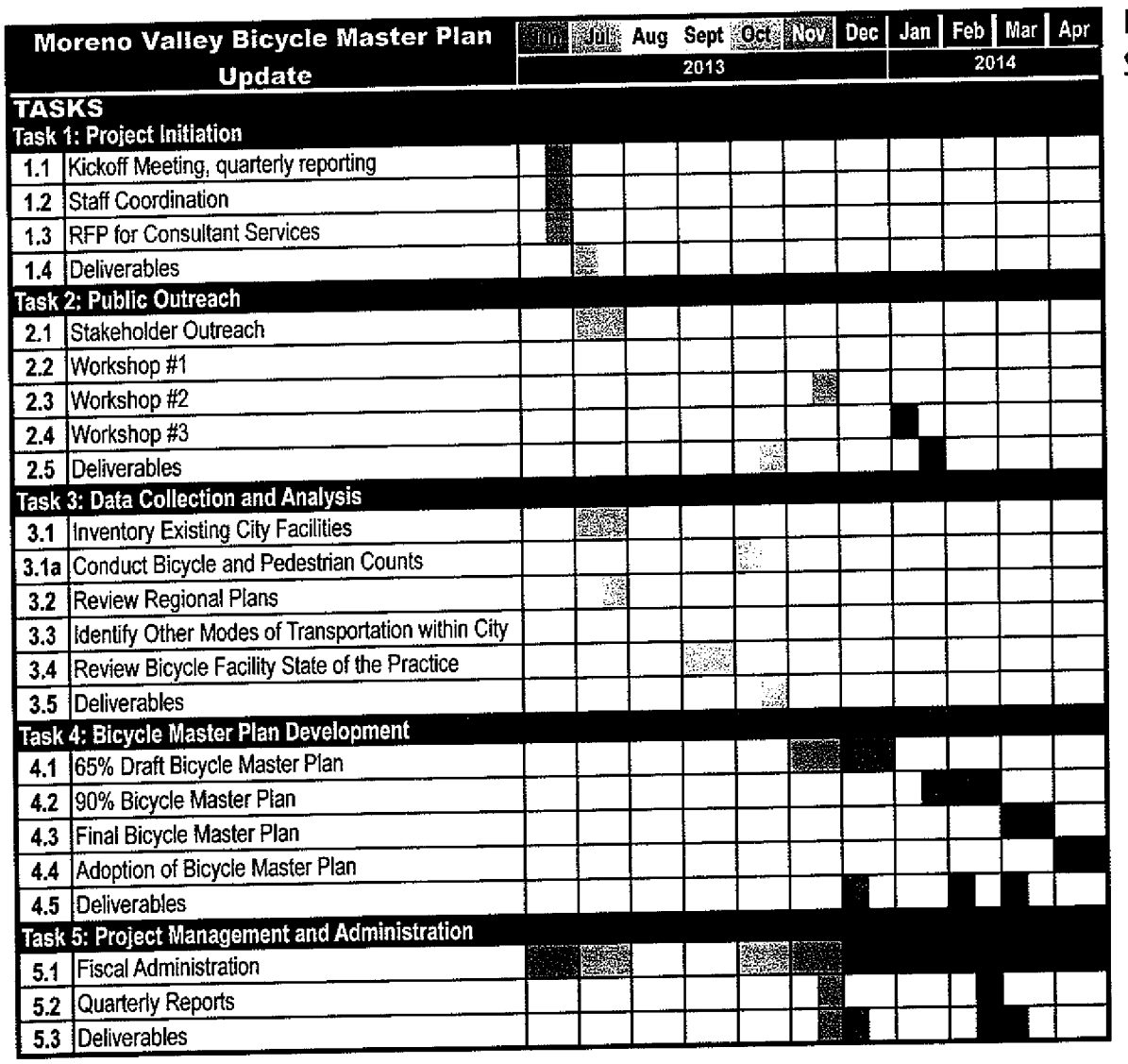

Quality Control and Assurance Plan

Principal involvement in our projects ensures that the design integrity is upheld, while the project meets all applicable codes, restrictions and regulations. KTU+A delegates assignments to staff with the necessary experience and skill to meet the project requirements and/or assure that those tasked with the project are trained effectively. KTU+A has a written Quality Control Plan with specific procedures that are supervised by the principals of the firm to ensure completeness, accuracy, well-coordinated plans and documents that meet the client's scope and expectations.

KTU+A's quality assurance plan is summarized as follows: KTU+A has a comprehensive Quality Control Plan that is implemented at specific project phases (see below);

- KTU+A starts with a clear understanding of project requirements and client needs prior to commencing work;
- KTU+A, the client and the consultant team schedule regular review meetings to discuss project issues, requirements, budgets, schedules, design parameters and progress;
- The KTU+A project manager maintains close communications with in-house support staff and client;
- Submittals by KTU+A to the client are scheduled to allow a complete plan check and coordination review before each formal submittal;
- KTU+A uses an in-house third party review procedure to ensure the effectiveness of our Quality Control Plan.

Insurance

KTU+A has comprehensive general liability policy with an aggregate total of $2,000,000. We also maintain a Professional Liability Error and Omissions policy with an aggregate claim limit of $2,000,000.

KTU+A Quality Control Plan

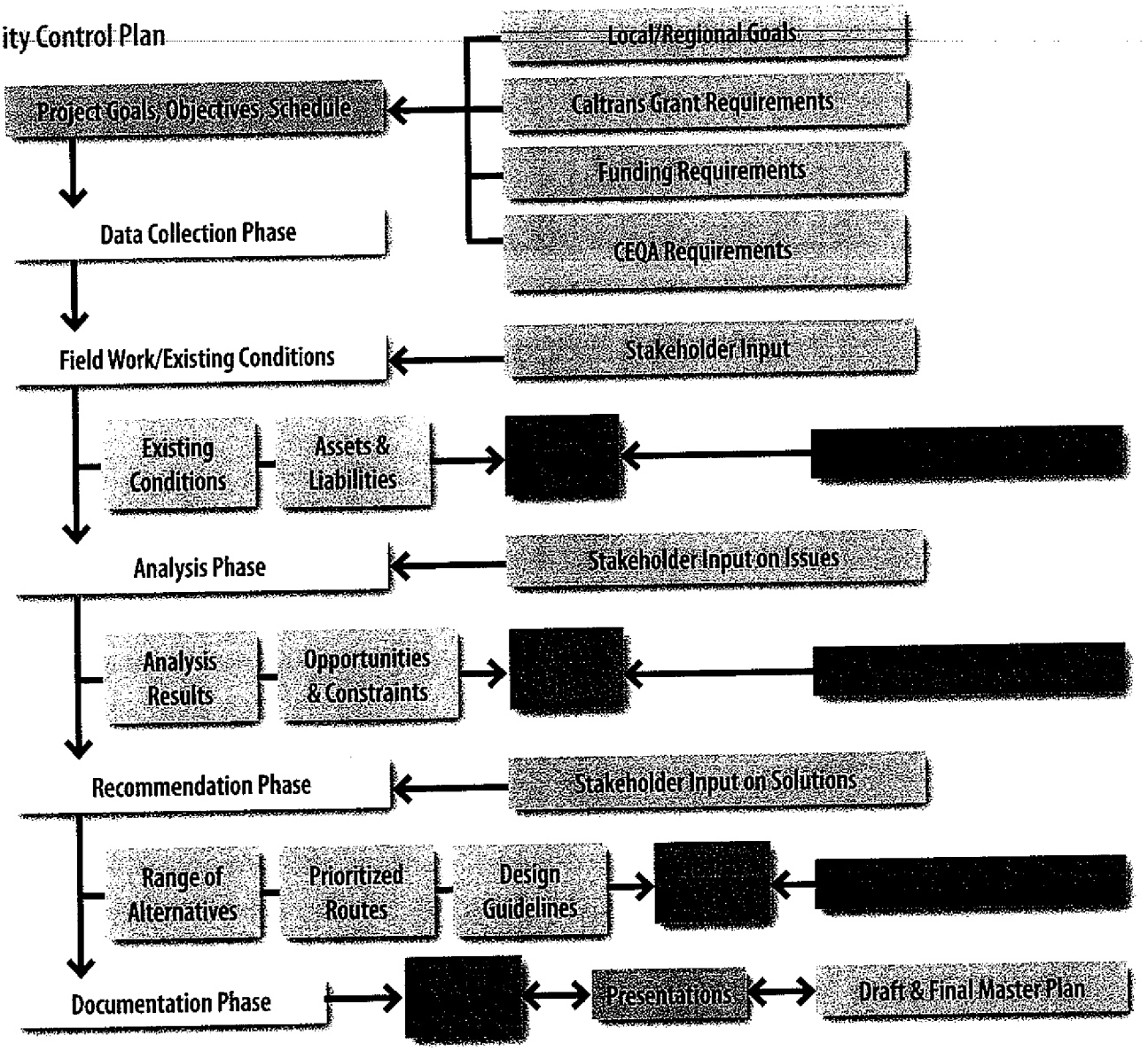

MV00207504

KTU+A has no lobbying activities to disclose

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance	**2. Status of Federal Action:** ☐ a. Bid/offer/application b. Initial award c. Post-award	**3. Report Type:** ☐ a. Initial filing b. Material change **For Material Change Only:** Year _____ Quarter_____ Date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier_____, *if known* **Congressional District**, *if known:*	**5. If Reporting Entity in No. 4 is Subawardee. Enter Name and Address of Prime:** **Congressional District**, *if known:*	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*_____	
8. Federal Action Number, *if known:*	**9. Award Amount**, *if known:* $	
10. Name and Address of Lobbying Entity *(If individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(Last name, first name, MI):*	
11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** Sharon Singleton **Print Name:** Sharon Singleton **Title:** Vice President **Telephone No.** 619 294-4477 **Date** 4/17/13	
Federal Use Only:	Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)	

Standard Form LLL Rev. 06-04-90
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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/5/2012

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

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License No. OA99520

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): 619-234-6848 FAX (A/C, No): 619-234-8601
E-MAIL ADDRESS: certificates@cavignac.com
PRODUCER CUSTOMER ID #: KTU&A-1

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: TRAVELERS PROP CAS CO OF AMER	25674
INSURER B: XL SPECIALTY INS CO	37885
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

K T U + A, Inc.
3916 Normal Street
San Diego, CA 92103 United States

COVERAGES **CERTIFICATE NUMBER:** 195977 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			6801C93201A	9/1/2012	9/1/2013	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
	X Contractual Liability						PERSONAL & ADV INJURY	$ 1,000,000
	X Separation of Insureds						GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	POLICY X PRO-JECT LOC						Deductible	$ 0
A	AUTOMOBILE LIABILITY			6801C93201A	9/1/2012	9/1/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X HIRED AUTOS							$
	X NON-OWNED AUTOS							$
	X No Company Owned Autos							
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB7109Y567	9/1/2012	9/1/2013	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Professional Liability			DPR9700947	9/1/2012	9/1/2013	Ea Claim & Aggreg	$2,000,000

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

Prof. Liab. - Claims made, defense costs included within limit.

CERTIFICATE HOLDER

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Its Successor's and or Assigns
P.O. Box 3647
Everett, WA 98213
United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dorothy Amundson

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Moreno Valley Bicycle Master Plan	KTU+A					IBI Group			Sub-Totals
	Principal, Michael Singleton	Senior Associate, John Holloway	Associate, Planner/GIS Analyst Joe Punsalan	Planning/ GIS Support, Catrine Machi	Graphics / 3D / Materials, Michael Johnston	Associate, Bill Defo	Engineer, Lydia La Point	Planner, David Aulwes	
	$165.00	$135.00	$115.00	$105.00	$115.00	$172.12	$119.43	$104.95	Hours
Task A: Kickoff Meeting									
A.1 Kickoff Meeting		6	6			6			18
Sub-total Hours	0	6	6	0	0	6	0	0	18
Sub-total Costs	$0	$810	$690	$0	$0	$1,033	$0	$0	
Travel & Material Costs					$100			$0	
TOTALS				KTU+A	$1,500		IBI	$1,033	$2,533
Task B: Public Outreach									
B.1 Stakeholder Outreach	City Responsibility								0
B.2 Workshop #1		24	24	24	16			6	94
B.3 Workshop #2		24	24	24	16			6	94
B.4 Workshop #3		24	24	24	16			6	94
Deliverables: List of attendees, workshop summaries, meeting summaries, vision, goals and objectives, opportunies and contraints		4	8	16					28
Sub-total Hours	0	76	80	88	48	0	0	18	310
Sub-total Costs	$0	$10,260	$9,200	$9,240	$5,520	$0	$0	$1,889	
Travel & Material Costs					$600			$0	
TOTALS				KTU+A	$34,220		IBI	$1,889	$36,109
Task C: Data Collection and Analysis									
C.1 Inventory Existing City Facilities		32	40	40		8		8	128
C.1A Conduct Eight (8) Bicycle and Pedestrian Counts			6			4		8	18
C.2 Review Regional Plans		2		16					18
C.3 Identify Other Modes of Transportation within City		2				10		16	28
C.4 Review Bicycle Facility State of the Practice		2		16					18
Deliverables: Summary of Memo, maps and exhibits		8		4					12
Sub-total Hours	0	46	46	76	0	22	0	32	222
Sub-total Costs	$0	$6,210	$5,290	$7,980	$0	$3,787	$0	$3,358	
Travel & Material Costs					$400			$1,800	
TOTALS				KTU+A	$19,480		IBI	$8,945	$28,425
Task D: Bicycle Master Plan Development									
D.1 65% Draft Bicycle Master Plan		80	60	60	16	6	16		238
D.2 90% Bicycle Master Plan		40	24	24		8	8		104
D.3 Final Bicycle Master Plan		40	24	24	16		8		112
D.4 Adoption of Bicycle Master Plan		8	6						14
Deliverables: 65%, 90% and Final Bicycle Master Plan		6		6					12
	0	174	114	114	32	14	32	0	480
Sub-total Costs	$0	$23,490	$13,110	$11,970	$3,680	$2,410	$3,822	$0	
Travel & Material Costs					$500			$0	
TOTALS				KTU+A	$52,250		IBI	$6,231	$58,481
Task E: Administration and QA/QC									
E.1 Administration and QA/QC	6	18	4	4		6			38
Sub-total Hours	6	18	4	4	0	6	0	0	38
Sub-total Costs	$990	$2,430	$460	$420	$0	$1,033	$0	$0	
Travel & Material Costs					$100			$0	
TOTALS				KTU+A	$4,300		IBI	$1,033	$5,333
Total hours per staff	6	320	250	282	80	48	32	50	1,068
	1%	30%	23%	26%	7%	4%	3%	5%	100%
Total Material Costs:	$3,500		KTU+A Labor Costs		$111,750			IBI Labor Costs	$19,131
Percent of Total:	2.60%				83.16%				14.24%
								Grand Total Labor and Materials	$134,381

Additional item recommended beyond scope of work that represents added value while staying within published budget

KTU+A
3916 Normal Street
San Diego, CA 92103
Contact: Mike Singleton, Principal
619-294-4477 ext. 134
mike@ktua.com

Planning + Landscape Architecture

KTU+A 2013 Hourly Rates

Principal	$165.00
Senior Associate	$135.00
Associate	$115.00
Senior Designer/Senior Planner/GIS Analyst	$105.00
Designer/Planner	$95.00
Administration	$75.00

IBI Hourly Rates

Director	$215.00
Sr. Transportation Planner	$172.12
Transportation Engineer	$119.43
Transportation Planner	$104.95
Assistant Transportation Planner	$54.37
Graphics/Admin	$71.44

MV00207508

CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT C

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed $134,381.00.

2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml

3. The Consultant will electronically submit an invoice to the City upon completion of the defined milestones for progress payments along with documentation evidencing services completed to date. There will be no monthly invoice payments unless specifically identified otherwise below. These Milestones are:

    1. Public Outreach complete.
    2. Data Collection and Analysis complete.
    3. 65% Draft Master Plan complete.
    4. 90% Draft Master Plan complete.
    5. Master Plan Adoption.

The City shall make sole and final determination if a milestone as described above is complete and acceptable for payment. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to

(951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at miab@moval.org or calls directed to (951) 413-3155.

4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:

   A. Vendor Name, Mailing Address, and Phone Number
   B. Invoice Date
   C. Vendor Invoice Number
   D. City-provided Reference Number (e.g. Project, Activity)
   E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

California Department of Transportation
Transportation Planning Grants
Fiscal Year 2012-2013

PROJECT TIMELINE

Project Title	City of Moreno Valley Bicycle Master Plan Update	Grantee	City of Moreno Valley

Task Number		Responsible Party	Total Cost	Grant Amount	Local Cash Match	Deliverable
		Fund Source				
1	*Project Initiation*					
1.1	Project Kick-off Meeting	City	$550	$500	$50	Meeting Notes
1.2	Staff Coordination	City	$2,200	$2,000	$200	Monthly Meeting Notes
1.3	RFP for Consultant Services	City	$1,100	$1,000	$100	Copy of Procurement Procedures and Executed Consultant Contract
2	*Public Outreach*					
2.1	Stakeholder Outreach	City	$2,200	$2,000	$200	List of Prospective Workshop Attendees
2.2	Workshop #1	Consultant	$5,000	$4,500	$500	Meeting Summary including project vision/goals and facility opportunities and constraints
2.3	Workshop #2	Consultant	$5,000	$4,500	$500	Meeting Summary including stakeholder suggestions
2.4	Workshop #3	Consultant	$3,500	$3,200	$300	Meeting Summary
3	*Data Collection and Analysis*					
3.1	Inventory Existing City Facilities	Consultant	$33,000	$30,000	$3,000	Summary Memo and Maps
3.2	Review Regional Plans	Consultant	$10,000	$9,100	$900	Summary Memo and Exhibits
3.3	Identify Other Modes of Transportation within City	Consultant	$11,000	$10,000	$1,000	Summary Memo and Maps
3.4	Review Bicycle Facility State of the Practice	Consultant	$5,500	$5,000	$500	Summary Memo and Exhibits
4	*Bicycle Master Plan Development*					
4.1	65 percent Draft Bicycle Master Plan	Consultant	$33,000	$30,000	$3,000	65% Draft Bicycle Master Plan
4.2	90 percent Draft Bicycle Master Plan	Consultant	$19,250	$17,450	$1,800	90% Draft Bicycle Master Plan
4.3	Final Bicycle Master Plan	Consultant	$5,500	$5,000	$500	Final (100%) Bicycle Master Plan
4.4	Adoption of Bicycle Master Plan	Consultant	$5,500	$5,000	$500	Approved Bicycle Master Plan
5	*Project Management and Administration*					
5.1	Fiscal Administration	City	$5,500	$5,000	$500	Invoice Packages
5.2	Quarterly Reports	City	$2,200	$2,000	$200	Quarterly Reports
	TOTALS		$150,000	$136,250	$13,750	

Fiscal Year 2012/13												FY 2013/14												FY 2014/15							
J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F

Note: Each task must contain a grant amount and a local cash match amount. Local cash match must be proportionally distributed by the same percentage throughout each task. Local in-kind match needs to be indicated where in-kind services will be used. Please review the grant program section that you are applying to for details on local match requirements. Make sure the project timeline is consistant with the scope of work.

EXHIBIT E

MV00207512

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 25, 2013

TITLE: FINAL APPROPRIATION FOR CAPITAL PROJECTS FUNDED BY THE 2007 TAX ALLOCATION BONDS

RECOMMENDED ACTION

Recommendations:

1. Approve the final appropriation for capital projects funded by the 2007 Tax Allocation Bonds as presented in Attachment 1.

2. Approve the creation of the Capital Project Reimbursement Fund (Fund 3008) to record the receipt of federal, state and local project reimbursements and appropriate the revenues and expenses presented in Attachment 1 in the amount of $834,525.

BACKGROUND

On November 29, 2007, the City's Redevelopment Agency (RDA) issued $41.6 million in Tax Allocation Bonds (TAB), Series A, to fund an important list of capital projects to improve traffic circulation, upgrade important infrastructure and to enhance the overall quality of life in the community.

DISCUSSION

The list of projects was amended on January 13, 2009, to represent the current list of approved projects to be completed from TAB proceeds. The City was challenged, upon this amendment, to complete the projects within timeframes required by IRS code. Staff worked expediently to move the projects forward quickly to meet the primary requirement to expend 85% of the bond proceeds by the 5 year anniversary of the

bonds to prevent the IRS from determining the bonds to be “hedge bonds”. Staff has worked with the IRS over the past several months to mitigate the penalties for not complying with the 5 year expenditure requirement by June 30, 2013. As staff is moving quickly to complete the remaining projects, primarily the Nason Bridge and the Moreno Beach Off-ramp projects, there is a need to administratively shift funds between these projects to ensure there is adequate budget in the correct project funds to keep the projects on track to rapid completion.

This staff report is recommending the City Council approve the shift of funds between the approved projects to accomplish administrative requirement. The most recent project budget approvals are included in the Capital Improvement Program budget appropriations. See Attachment 1 for the recommended shift of funds between projects to complete the final expenditure of bond proceeds. There is no additional request for funding.

Staff is anticipating federal reimbursements for both the Nason Bridge and Moreno Beach Off-ramp projects. Staff is recommending the creation of the Capital Project Reimbursement Fund (Fund 3008) to record the receipt of federal, state and local project reimbursements. Staff is recommending approving the appropriation of expected revenues and expenditures as presented on Attachment 1. This will allow the completion and close-out of these projects as the final funding source.

ALTERNATIVES

Not applicable

FISCAL IMPACT

The staff recommendations allow the completion of expenditures from TAB proceeds to complete needed projects that are nearing completion. The recommended appropriation changes from TAB funds reallocates funds between projects and provides no additional funding for the projects. Approval of the recommended TAB appropriation changes will allow staff to complete negotiations with the Internal Revenue Service to resolve pending issues regarding the timely expenditure of bond proceeds.

Creation of the Capital Projects Reimbursement Fund will allow staff to receive project reimbursements from a variety of local, federal and state sources and provide a fund for the appropriation of these funds.

There is no impact to the General Fund based on the staff recommendations.

CITY COUNCIL GOALS

Public Facilities and Capital Projects. Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

On November 29, 2007, the City's Redevelopment Agency issued $41.6 million in Tax Allocation Bonds, Series A, to fund an important list of capital projects. The projects are nearing completion. A final allocation of bond proceeds between the remaining active projects will allow staff to proceed with completion of the projects and final expenditure of bond proceeds.

The City also receives funding reimbursements from federal, state and local sources. Staff is recommending the creation of a Capital Projects Reimbursement Fund to receive and track the receipt and expenditure of these capital project funds.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1: Final Appropriation Adjustments for the Capital Projects funded by the 2007 Tax Allocation Bonds

Prepared By:
Dena J. Heald
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

City of Moreno Valley
Public Works Department / Capital Projects Division
2007 Tax Allocation Bonds
Final Appropriation Adjustments

Successor Agency Revenue/Expenditure Appropriation

Project Description	GL Account No. Project No.	Type	Previous Project Appropriations	Proposed Adjustment of Remaining Funds	Final Recommended Project Appropriations
Main Library	N/A	Exp	3,304,864	-	3,304,864
Firestation #110	N/A	Exp	195,220	-	195,220
Neighborhood Park	N/A	Exp	205,417	-	205,417
Indian Basin, Storm Drain and Misc. Improvements	GL: 4821-70-77-80004 PN: 804 0003 70 77	Exp	3,831,000	(95,925)	3,735,075
Edgemont Water Phase 1	N/A	Exp	22,694	-	22,694
Day Street Improvements/Alessandro to Cottonwood	GL: 4821-70-77-80001 PN: 801 0034 70 77	Exp	3,402,000	(111,594)	3,290,406
Auto Mall Street Upgrades	GL: 4821-70-77-80001 PN: 801 0035 70 77	Exp	2,000,000	(16,978)	1,983,022
Day Street Improvements SR 60 to Ironwood (previously Ironwood Improvements/Day to Barclay)	GL: 4821-70-77-80001 PN: 801 0036 70 77	Exp	3,000,000	(595,963)	2,404,037
Nason/60 Bridge	GL: 4821-70-77-80002 PN: 802 0003 70 77	Exp	13,398,914	-	13,398,914
Fire Station - Morrison Park	GL: 4821-70-77-80003 PN: 803 0013 70 77	Exp	6,353,585	(1,328,123)	5,025,462
SR-60/Moreno Beach Drive South Side Interchange (Phase 1)	GL: 4821-70-77-80001 PN: 801 0038 70 77	Exp	5,852,306	2,148,583	8,000,889
			$ 41,566,000	**$ -**	**$ 41,566,000**

Capital Projects Reimbursement Fund Budget Adjustment

Project Description	GL Account No. Project No.	Type	FY 12/13 Amended Budget	Proposed Adjustment	FY 12/13 Revised Budget
Federal, state and local project reimbursements	GL: 3008-99-99-93008	Rev	-	834,535	834,535
			$ -	**$ 834,535**	**$ 834,535**
Day Street Improvements/Alessandro to Cottonwood	GL: 3008-70-77-80001 PN: 801 0034 70 77	Exp	-	111,594	111,594
Auto Mall Street Upgrades	GL: 3008-70-77-80001 PN: 801 0035 70 77	Exp	-	16,978	16,978
Day Street Improvements SR 60 to Ironwood (previously Ironwood Improvements/Day to Barclay)	GL: 3008-70-77-80001 PN: 801 0036 70 77	Exp	-	595,963	595,963
Fire Station - Morrison Park	GL: 3008-70-77-80003 PN: 803 0013 70 77	Exp	-	110,000	110,000
			$ -	**$ 834,535**	**$ 834,535**

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: John Terell, Interim Community & Economic Development Director

AGENDA DATE: June 25, 2013

TITLE: RESOLUTION TO RATIFY THE APPLICATION FOR THE 2013 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM (JAG) AND TO ACCEPT THE $60,317 ALLOCATION TO THE CITY

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Approve Resolution 2013-58 to ratify the application by the Code & Neighborhood Services Division for the Edward Byrne Memorial Justice Assistance Grant (JAG) and to accept the $60,317 allocated to the City. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Grant Application Submitted by the Code & Neighborhood Services Division to the Office of Justice Programs for the Edward Byrne Memorial Justice Assistance Grant and Accept the $60,317 Allocation.
2. Authorize revenue and expenditure budget appropriations of $60,317 respectively to a new JAG Grant Fund for FY 2013-14.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

The U.S. Department of Justice, through the Office of Justice Programs, provides Federal leadership for the development of programs nationally aimed at preventing and suppressing crime. This effort is carried out through the formation of partnerships with other Federal, state and local agencies. Additionally, the Office of Justice administers

grants that assist states, tribes and local governments to focus on programs that address youth crime, substance abuse, family violence and other enforcement needs, the prosecution of offenders, crime prevention and education of the community.

In June 2013, U.S. Department of Justice, Office of Justice Programs' Bureau of Justice Assistance awarded the 2013 California JAG allocations. For fiscal year 2013/2014 the JAG Program allocated a total of $445,413 to Riverside County, including $60,317 awarded to the City of Moreno Valley, as a sub-grantee, with an emphasis on crime prevention through enforcement efforts. Ten percent of the grant allocation ($6,038) will be paid to the Riverside County Sheriff's Department to offset the department's costs associated with being the Fiscal Agent of the grant.

Moreno Valley's Code and Neighborhood Services Division is proposing to continue the use of remaining 90% of JAG grant ($54,285) to fund the City's Weekend Code Enforcement Program and the Foreclosure Strike Team. The two programs allow for the provision of code enforcement services seven days a week and a focus on preventing blight through proactive enforcement on pending and completed foreclosures.

DISCUSSION

Since January 1, 2009, the Code and Neighborhood Services Division has experienced the loss of several positions due to budgetary constraints. Community demand for services has increased during this time due to home foreclosures and deferred property maintenance by area residents. As a result, Code staff has experienced difficulty in their ability to maintain service levels and pursue specialized enforcement activities proactively.

Code personnel began searching for additional funding sources to augment traditional funding resources aimed at maintaining the integrity of its neighborhoods. Code staff applied for 2009, 2010, 2011 and 2012 JAG allocations respectively and has subsequently been awarded a total of $378,879 to support the City's Weekend Code Enforcement Program and Foreclosure Strike Team.

To date, staff has expended approximately $303,043 of the total JAG funds awarded and anticipates that the remaining funds will be expended prior to the end of FY 2013/2014.

Staff is proposing to apply for the 2013 allocation to continue the support of these important programs, including the five part-time officers currently assigned to them.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide funding to support the City's Weekend Code Enforcement Program and Foreclosure Strike Team.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative may result in the termination of the City's Weekend Code Enforcement Program and Foreclosure Strike Team.*

FISCAL IMPACT

There is no requirement to match funds associated with this grant. All expenses are reimbursed by the grant. Therefore, this is cost neutral to the City and there is ***no impact to the General Fund.***

Budget Appropriation

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 13/14 Budget	Proposed Adjustment	FY 13/14 Revised Budget
Receipt of 2013 JAG Grant	JAG Grant	2715-20-26-NEW-485000	Rev	$0	$60,317	$60,317
Use of 2013 JAG Grant	JAG Grant	2715-20-26-NEW-Various	Exp	$0	$60,317	$60,317

CITY COUNCIL GOALS

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS: Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

POSITIVE ENVIRONMENT: Create a positive environment for the development of Moreno Valley's future.

ATTACHMENTS

ATTACHMENT 1 Resolution 2013 -
ATTACHMENT 2 Grant Application – Program Narrative
ATTACHMENT 3 Grant Application – Budget Review
ATTACHMENT 4 Grant Application – Budget Detail Worksheet
ATTACHMENT 5 Grant Application – Abstract

Prepared By:
Anochar Clark
Sr. Financial Analyst

Department Head Approval:
John Terell
Interim Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE GRANT APPLICATION SUBMITTED BY THE CODE & NEIGHBORHOOD SERVICES DIVISION TO THE OFFICE OF JUSTICE PROGRAMS FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AND ACCEPT THE $60,317 ALLOCATION

WHEREAS, The City of Moreno Valley, a city within the State of California, has applied for the 2013 Edward Byrne Memorial Justice Assistance Grant; and

WHEREAS, the Office of Justice allocated $60,317 of 2013 JAG grant to the City of Moreno Valley.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The City Council approves the grant application submitted by the Code & Neighborhood Services Division to the County of Riverside for the 2013 Edward Byrne Memorial Justice Assistance Grant.

2. The City Council accepts the $60,317 allocation from the grant and hereby directs Finance to establish a separate account identified with a separate unique expenditure activity number.

3. The City of Moreno Valley hereby agrees to use the funds in the manner presented in the grant application and in accordance with the application package. It also may execute any and all instruments required by the Office of Justice for participation in the Edward Byrne Memorial Justice Assistance Grant Program.

4. The City of Moreno Valley authorizes the City Manager to execute the grant application in the name of the City of Moreno Valley, and all other documents required by the Office of Justice for participation in the Edward Byrne Memorial Justice Assistance Grant Program.

APPROVED AND ADOPTED this 25th day of June, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00207521

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-58 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of June, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Edward Byrne Memorial Justice Assistance Grant
Program Narrative

The City of Moreno Valley Code and Neighborhood Services Division is responsible for the enforcement of City's municipal codes relating to neighborhood nuisances, health and safety, substandard housing, vehicle abatement, zoning/land use, illegal signs, parking control, business licenses, illegal vendors and graffiti restitution. Blight and nuisances can devalue, detract and degrade the quality of any neighborhood. The City has adopted codes that govern the use and maintenance of private property in order to enhance and protect the quality of life for all who work, live and play in Moreno Valley.

Since 2009, The Code and Neighborhood Services Division has experienced reductions in staffing due to the City's budget challenges while community demand for services increased due to the proliferation of home foreclosures and deferred property maintenance by area residents. Existing staff resources were and continue to be challenged in their ability to pursue compliance activities pro-actively.

Faced with increased demand for services and decreased resources, staff began the process of identifying alternate and/or outside funding sources via grants to augment the staffing reductions and maintain existing service levels. Staff identified JAG as a potential funding source and subsequently applied for the JAG grant and was rewarded in 2010, 2011 and 2012. JAG funding was used to support the code programs that were impacted most significantly by the reductions, the Weekend Enforcement Program and the Foreclosure Strike Team.

Staff has fully expended funding for the grant years 2009 and 2010. Staff estimates that 2011 and 2012 JAG funding will be fully spent by the end of fiscal year 2013/2014. The City of Moreno Valley, is currently applying for the 2013 allocation to continue the support of the said programs.

Staff has provided a brief description of both programs below to comply with application provisions under the Program Narrative section of the U.S. Department of Justice, Edward Byrne Memorial Justice Assistance Grant 2013 local solicitation guidelines.

Weekend Enforcement Program

JAG funds will be utilized to continue deployment of five part-time code officers on weekends when full-time staff is unavailable. Code personnel will continue to pro-actively target specific violations that primarily occur on weekends such as unlicensed vendors, illegal automotive sales, theft of recyclable materials, posting of signs in the public right-of-way, illegal commercial vehicle parking and

garage sales. In addition, staff will provide emergency inspection services for the Moreno Valley Police Department and the Fire Department when necessary for violations including but not limited to the following; Fire damaged buildings, unsecured vacant residences and pools, substandard housing and other severe health and safety issues that warrant immediate action.

Foreclosure Strike Team

The City of Moreno Valley has been heavily impacted by the foreclosure crisis and lending institutions failure to adequately maintain properties to code standards. In response to this, the City Council directed the Code and Neighborhood Services staff to assemble a proactive team of inspectors to address all maintenance issues originating from foreclosed properties.

In 2008, a team of two Building Inspectors and two Code Compliance Officers was composed in response to City Council direction. However, the City's budget challenges led to reduced staffing within the Division and forced staff to reduce the team to two inspectors. These reductions challenged staff's ability to pursue foreclosure compliance activities as vigilantly as before.

Staff responded by applying for the JAG grant to augment the reduced staffing levels. The grant allocations were approved and resulted in the deployment of two part-time officers tasked with enforcing maintenance standards on foreclosed properties.

Staff anticipates that the funding will be expended in fiscal year 2013/2014 and is therefore requesting the 2013 allocation be partially applied to the continuation of this program.

ATTACHMENT 3

Edward Byrne Memorial Justice Assistance Grant
Budget Review

As stated in the Attachment B - Program Narrative, The City of Moreno Valley's Code and Neighborhood Services Division is proposing to use 2013 JAG funds for two City programs; the Weekend Enforcement Program, and the Foreclosure Strike Team. Specifically, staff intends to utilize JAG funds to augment staffing levels of the two programs mentioned which have been reduced due to budgetary constraints.

Staff has determined the cost for staffing and additional expenditures for the programs. The Budget Detail Worksheet details all related costs such as salaries, retirement benefits and Medicare for all personnel, in addition to standard and supplementary costs for field personnel (i.e. cell phone usage, fuel, maintenance costs and office supplies) per JAG requirements.

	A	B	C	D
1		FY2013 JAG LAW ENFORCEMENT GRANT	ATTACHMENT 4	
2		**City of Moreno Valley**		
3		**Budget Detail Worksheet**		
4				
5				
6	**A. Personnel**			
7				
8	Name/Position	Agency	Computation	Cost
9				
10	Code Compliance Officer I	City of Moreno Valley	16 hrs. per wk x 30 wks x $21.67	$ 10,402
11	Code Compliance Officer I	City of Moreno Valley	16 hrs. per wk x 30 wks x $21.67	$ 10,402
12	Code Compliance Officer I	City of Moreno Valley	16 hrs. per wk x 30 wks x $21.67	$ 10,402
13	Code Compliance Officer I	City of Moreno Valley	16 hrs. per wk x 30 wks x $21.67	$ 10,402
14	Code Compliance Officer I	City of Moreno Valley	8 hrs. per wk x 30 wks x $21.67	$ 5,201
15				
16			Total Personnel	$ 46,807
17				
18	**B. Fringe Benefits**			
19				
20	Name/Position	Agency	Computation	Cost
21				
22	Code Compliance Officer I - 5 positions	City of Moreno Valley - CalPERS	$46,807 x 11%	$ 5,149
23	Code Compliance Officer I - 5 positions	City of Moreno Valley - Medicare		$ 1,229
24				
25				
26			Total Fringe Benefits	$ 6,378
27				
28	**C. Travel**			
29				
30	Description	Agency	Computation	Cost
31				
32				
33				
34				
35				
36			Total Travel	$ -
37				
38	**D. Equipment**			
39				
40	Description	Agency	Computation	Cost
41				
42				
43				
44				
45				
46			Total Equipment	$ -
47				
48	**E. Supplies**			
49				
50	Description	Agency	Computation	Cost
51				
52	Office Supplies	City of Moreno Valley	$30 for grant period per officer	$ 150
53				
54				

	A	B	C	D
55				
56			Total Supplies	$ 150
57				
58	**F. Consultants/Contracts**			
59				
60	Description	Agency	Computation	Cost
61				
62	Fiscal Agent	County of Riverside	10% x Grant allocation	$ 6,032
63				
64				
65				
66			Total Consultants/Contracts	$ 6,032
67				
68	**G. Other**			
69				
70	Description	Agency	Computation	Cost
71				
72	Office phones	City of Moreno Valley	$30 for grant period per officer	$ 150
73	Cellular phones	City of Moreno Valley	$60 for grant period per officer	$ 300
74	Vehicle maintenance	City of Moreno Valley	$50 for grant period per officer	$ 250
75	Fuel charges	City of Moreno Valley	$50 for grant period per officer	$ 250
76				
77				
78				
79			Total Other	$ 950
80				
81	**Budget Summary**			
82				
83	A. Personnel			$ 46,807
84	B. Fringe Benefits			$ 6,378
85	C. Travel			$ -
86	D. Equipment			$ -
87	E. Supplies			$ 150
88	F. Consultants/Contracts			$ 6,032
89	G. Other			$ 950
90				
91			**Total Project Costs**	$ 60,317
92				
93				
94			**Agency Allocation**	$ 60,317

Edward Byrne Memorial Justice Assistance Grant
Abstract

Applicant's Name: City of Moreno Valley, CA

Title of Project: Weekend Enforcement Program and Foreclosure Strike Team

The City of Moreno Valley's Code and Neighborhood Services Division is proposing to utilize 2013 JAG grant funds for the continued funding of part-time staff assigned to the foreclosure and weekend enforcement programs. The presence of grant funded staff members would continue code's ability to respond to unmaintained foreclosed properties timely and provide seven day coverage.

Goals and Objectives:

- Create a trust fund to deposit allocated funds.
- The enforcement program will continue staff's focus on foreclosure enforcement activities described above in effort to reduce blight.
- The enforcement program will provide continued weekend enforcement personnel that will focus on specialized code activities occurring on weekends in effort to reduce the frequency of occurrences.
- Augment existing staff and better direct division focus towards property maintenance efforts in blighted residential areas.
- Conduct quarterly programmatic and financial reports to assess grant objectives, and verify that grant funds are being utilized appropriately and efficiently.
- Complete the dispersing of funds in a timely manner within the four year allocation.

Project identifiers

Below, staff has listed the five top project identifiers per JAG's application requirements;

- Policing
- Task Force
- Community Based Programs
- Surveillance
- Crime Prevention

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	<CityManager>

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: June 25, 2013

TITLE: AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES TO BURST COMMUNICATIONS, INC. FOR THE MVTV-3 BROADCAST EQUIPMENT UPGRADE PROJECT – PROJECT NO. 803 0021 70 77

RECOMMENDED ACTION

Recommendations:

1. Approve the Agreement for Professional Consultant Services with Burst Communications, Inc., 8200 S. Akron Street, Suite 108; Centennial, CO 80112, for the MVTV-3 Broadcast Equipment Upgrade Project.

2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with Burst Communications, Inc. in the form attached hereto.

3. Authorize the issuance of a Purchase Order to Burst Communications, Inc., totaling $460,000 ($450,720 plus $9,280 contingency) when the Agreement has been signed by all parties.

4. Authorize the Public Works Director / City Engineer to execute any subsequent related minor Amendments to the Agreement for Professional Consultant Services with Burst Communications, Inc. up to, but not to exceed, the contingency amount of $9,280, subject to the approval of the City Attorney.

5. Authorize the transfer of $500,000 within the Public / Education / Government Access Program (PEG) Fund from account 2011-16-16-16150-620910 to the CIP – Buildings account 2011-70-77-80003-720199.

BACKGROUND

The City seeks to improve the level of service to its residents as well as businesses and visitors by upgrading the technology, audio and visual equipment used for broadcasting City Council meetings, other board/committee meetings and programming on the government access channel (through Time Warner Cable, AT&T UVerse and Verizon FIOS service). The existing older equipment is approximately 20 years old. The existing equipment is unable to clearly broadcast PowerPoint Presentations to the public due to limitations of outdated equipment.

MVTV-3 staff members have been troubleshooting video and audio equipment failures for several years. At this point, however, continued deferral of upgrades has become increasingly ineffective and cost prohibitive. Because Moreno Valley's current cameras, audio capture, and editing equipment have exceeded their operational life, manufacturers no longer provide technical support, repair services, or even parts for some of the oldest equipment.

This technology upgrade project will also allow the City to implement the SIRE electronic voting system.

MVTV-3 has accumulated the funding for this project from a combination of NON-General Fund sources, which must be used for this purpose:

- Public/Education/Government Access Program Funds are restricted for use only on television broadcasting and cannot be diverted to support other General Fund services: $200,000

- Equipment Replacement Funds have been set aside on an ongoing basis from the annual MVTV-3 budgets, and cannot be diverted to support other General Fund services. The City Council approved the transfer of $300,000 from the Equipment Replacement Fund to the PEG Fund for this project as part of the mid-year budget review on March 26, 2013.

DISCUSSION

The MVTV-3 Broadcast Equipment Upgrade project includes replacement of all MVTV-3 control room equipment, upgrading the technology, audio and visual equipment used for broadcasting City Council meetings, other board/committee meetings and programming on the government access channel, implementation and installation of a quality audio / video presentation system and providing the SIRE electronic voting system.

The work requires City use of consultants with specialized skills with high technology equipment customized for specific applications. The consultant team shall be completely responsible for all design work and equipment/system integration.

The City advertised a Request for Qualifications on March 7, 2013. Additional outreach efforts included email solicitation of the vendors. Six respondents submitted a

Statement of Qualifications (SOQ) for Professional Consultant Services on March 26, 2013. All the SOQs were carefully reviewed and scored by the evaluation committee. Three qualified consultants with the highest score were short-listed and provided a Request for Proposal (RFP) for the project on May 8, 2013. Only one company of the three short-listed consultants responded to the RFP on May 28, 2013. The City then modified the proposed scope of work to better align with the project budget and re-advertised the project RFP on June 3, 2013. Two proposals were received on June 12, 2013. Staff reviewed and rated the proposals according to each consultant's ability to complete the project requirements.

The proposals were evaluated according to the following criteria:

- Proven recent experience on similar projects. (20 points)
- Demonstrated understanding of the needed design, processing and construction tasks to be included in the project. (20 points)
- Strength of proposed project team including Project Manager and Staff. (20 points)
- Deliverable work plan and schedule. (20 points)
- Demonstrated success in quality control and demonstrating measurable results. (10 points)
- Demonstrated ability to complete the project within the preferred installation timeframe. (10 points)

Burst Communication, Inc.'s proposal was found to be the most responsive and met all requirements per the selection criteria set forth in the Request for Proposal. Staff has negotiated an acceptable contract with Burst Communication, Inc. in the amount of $450,720. The contract includes all design work, providing and installing project equipment, SIRE voting system integration, testing and training. The equipment installation is scheduled mainly during the City Council recess period which will start on July 10, 2013 and end by August 19, 2013 to minimize the impact to City Council meetings.

ALTERNATIVES

1. Approve the Agreement for Professional Consultant Services with Burst Communications, Inc., for the MVTV-3 Broadcast Equipment Upgrade Project and authorize the recommended actions as presented in this staff report. *This alternative will facilitate completion of the project in a timely manner with the majority of the work done during the Council recess period.*

2. Decline to approve the Agreement for Professional Consultant Services with Burst Communications, Inc., and decline to authorize the recommended actions as presented in this staff report and provide staff with alternative direction. *This alternative will delay the project.*

FISCAL IMPACT

The project is included in the Fiscal Year 2012-2013 Capital Improvement Plan. Work will be funded via $200,000 from the PEG fund and a previously approved by City Council transfer of $300,000 from the Equipment Replacement Fund to the PEG fund. Neither of these funding sources can be diverted to City services supported by the General Fund. There is no impact to the General Fund.

Proposed Budget Transfer

Fund	GL Account No. (GL) Project No. (PN)	Type	Original Budget	Proposed Appropriation	Revised Budget
PEG	GL - 2011-16-16-16150-620910	Exp	$500,000	($500,000)	$0
PEG	GL - 2011-70-77-80003-720199 PN - 803 0021 70 77-2011-99	Exp Exp	$0 $0	$500,000 $500,000	$500,000 $500,000

AVAILABLE BUDGETED FUNDS
Public / Education /Government Access Program
(GL No. 2011-70-77-80003) (Project No. 803 0021 70 77-2011)
PEG Funds $500,000
Total MVTV-3 Broadcast Equipment Upgrade Project Budget..... $500,000

ESTIMATED PROJECT COSTS:
Professional Consultant Services Agreement (includes contingency)..... $460,000
SIRE Voting Server and Software* ..... $ 28,000
Project Administration**..... $ 12,000
Total Estimated Project Costs $500,000

** Separate contract with Technology Services' consultant.*
***Public Works, Media and Communications staff will provide Project Administration.*

ANTICIPATED PROJECT SCHEDULE:
Start Design .....June 2013
Start Installation.....July 2013
End Installation.....September 2013

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

This project provides for the replacement of all MVTV-3 equipment, upgrading the technology, audio and visual equipment used for broadcasting City Council meetings, Planning Commission and other board/committee meetings, programming on the government access channel, implementation of a quality audio/video presentation system and providing the SIRE electronic voting system.

ATTACHMENTS

Attachment 1: Agreement for Professional Consultant Services

Prepared By:
Henry Ngo
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Concurred By:
Thomas M. DeSantis
Assistant City Manager

Concurred By:
Michele Patterson
Assistant to the City Manager

Concurred By:
Tim Carroll
Media & Production Coordinator

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES PROJECT NO. 803 0021 70 77

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **Burst Communications, Inc.**, a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

DESCRIPTION OF PROJECT

1. The Project is described as professional consultant design services for:

MVTV-3 BROADCAST EQUIPMENT UPDGRADE

Project No. 803 0021 70 77

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $**450,720** in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on **June 30, 2014** unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "E" attached hereto and incorporated by this reference.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10 (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

12. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with all applicable federal, state, and local laws in the performance of work under this Agreement.

15. To the maximum extent allowable by law, the Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless

from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, MVHA and CDS, their officers, agents or employees.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts

or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such General Liability Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

	General Liability
Bodily Injury	$1,000,000 per occurrence
Property Damage	$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, MVHA and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) The City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents shall be named as additional insured on all policies of insurance except errors and omissions and worker's compensation.

(h) A Certificate of Insurance and appropriate additional insured endorsement evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(i) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this general liability

policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy."

(j) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(k) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to

ensure that applicants are legally employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his/her designated representative, immediately upon request in both hard copy and electronic format, all documents, drawings, models, presentation materials, renderings, calculations, specifications, permits and permit-related documents, surveys, materials tests, geotechnical reports, etc., if available, developed to date for the City's project and any other City-provided documents, which shall become the property of the City. The Consultant may retain for its files, at its expense, copies of any and all materials, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings at all times and during all phases of the project. The City reserves the right to ask for a hard copy and/or an electronic copy of the documents developed to date at any time during the period of this agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any, for professional services related to the City's project.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other projects without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without cause on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination.

(b) Upon notice of termination, the Consultant shall deliver to the Public Works Director/City Engineer of the City or his/her designated representative, in both hard copy and electronic format, all documents, drawings, models, presentation materials, renderings, calculations, specifications, permits and permit-related documents, surveys, materials tests, geotechnical reports, etc., if available, developed to date for the City's project and any other City-provided documents, which shall become the property of the

City. The Consultant may retain for its files, at its expense, copies of any and all materials, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings, regardless of the completeness of said documents.

(c) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any, for professional services related to the City's project.

(d) The City agrees to hold the Consultant harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant. Consultant acknowledges that Consultant work product produced under this Agreement may be public record under State law.

(e) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

25. The City and the Consultant agree that, to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

27. Subject to the provisions of Section 19 (a) above, all plans, drawings, specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon demand by the City, be delivered to and become the property of the City for the limited use as set out above, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
City Manager

_____
Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

Burst Communications, Inc.

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

Attachments:
Exhibit "A" – City's Request for Proposal
Exhibit "B" – Consultant's Proposal
Exhibit "C" – City's Responsibility
Exhibit "D" – Terms of Payment
Exhibit "E" – Consultant's Schedule

REQUEST FOR PROPOSAL
PROFESSIONAL CONSULTANT SERVICES FOR
MVTV-3 CONTROL ROOM BROADCAST EQUIPMENT UPGRADE
PROJECT NO. 803 0021 70 77

I. INVITATION

You are hereby invited to submit a Proposal for the Professional Consultant Services for MVTV-3 Control Room Broadcast Equipment Upgrade Project.

Four (4) copies (one of the copies shall be unbound and paper clipped, with no tabs, holes, perforations, or cardboard inserts, suitable for copying with an automatic-feed copy machine) of your Proposal shall be submitted before **12:00 p.m., June 12, 2013** addressed to City of Moreno Valley, Capital Projects Division, 14325 Frederick Street, Suite 9, P.O. Box 88005, Moreno Valley, California 92552-0805. Attention: **Henry Ngo, P.E., Senior Engineer.**

II. PROJECT DESCRIPTION

The MVTV-3 Control Room Broadcast Equipment Upgrade Project includes replacement of all MVTV-3 control room equipment, upgrading the technology, audio and visual equipment used for broadcasting City Council meetings, other board/committee meetings and programming on the government access channel (through Time Warner Cable, AT&T UVerse and Verizon FIOS service), modifying the council dais furnishings to accommodate new equipment installation, implementation of a high quality audio / video presentation system and providing the SIRE electronic voting system according to the attached project details.

III. PROJECT BUDGET AND SCHEDULE

The City of Moreno Valley will fund the MVTV-3 Control Room Broadcast Equipment Upgrade Project with Facility Equipment Fund and Public Education Fund. The anticipated budget, including design, equipment and installation for the project is $450,000.

The Consultant shall be required to meet or exceed the following timeline for this project:

1.	Notice To Proceed	June 26, 2013
2.	Design	June 26, 2013- July 10, 2013
3.	Preferred Installation timeframe	July 10, 2013 – August 19, 2013

NOTE: The City anticipates issuing a Notice to Proceed to the Consultant by June 26, 2013. The City Council's Recess period is from July 10 through August 19, 2013.

IV. SCOPE OF PROFESSIONAL CONSULTANT SERVICES

The Professional Consultant will be completely responsible for all design work, permitting, providing equipment, coordinating between City's Divisions, Communication companies, integrating and installation of the MVTV-3 Control Room Broadcast Equipment Upgrade Project as described in Project Description. City's Divisions that will involve in this project as customers are the City Council, Media Division, City Clerk's office, Technology Services Division, and Capital Projects Division.

The project requires the removal and disposal of the current broadcast equipment and the replacement / integration of new equipment. The MVTV-3 Control Room Broadcast Equipment Upgrade Project generally includes:

A. CONTROL ROOM: Design, provide equipment and install, integrate and provide training for a new broadcast and audio visual system.

B. COUNCIL CHAMBER: Modifying the City Council dais to accommodate the new equipment installation, and implementation of a high quality audio/video presentation system.

C. AUTOMATED VOTING SYSTEM: provide and install image server, plat screen work stations, modify dais and integrate the SIRE electronic voting system which includes one (1) Vote System feeding into the system inputs and be available via the Video Switcher. Vote System is Sire Meeting Management and Voting System (see attached specifications) including integration with existing Sire Electronic Document Management System, Agenda Plus, Minutes Plus, and Video Plus systems.

The expectation is that a majority of "Control Room Equipment" (production console/rack units) will be assembled offsite prior to the start of the control room equipment installation and integration process.

Project shall include the following phases:

1. Preliminary Design and Cost Estimate: including existing system analysis and recommendation with preliminary design and cost estimate.
    a. Meetings with the City for Preliminary Design.
    b. Define the system performance standards and specifications.
    c. Analysis of the existing A/V equipment to determine the requirement for the new system.
    d. Reconcile the equipment type and manufacturer for all equipment listed in Project Details.
    e. Monitor the project schedule, including identifiable milestones for City review and approval. The update project schedule with identifiable milestones shall be submitted no later than (5) working days after Notice to Proceed (NTP).

f. Reconcile and detail the cost estimate at the Preliminary Design submittal.
g. Coordinate with all associated and involved City personnel and other participating entities, including all utility, communication companies, etc. to ensure review, participation, input and resolution of issues related to design, schedule, installation and costs.
h. Deliverables: Preliminary Design plan shall include, but not limit to, block diagram, work flow, floor plans, equipment layout, electrical plans, single line diagram, mechanical plans, material list/schedule (bill of materials), diagram/plan for voting system, project schedule and detailed cost estimate.

2. Detailed Design
   a. Meetings for Design Phase.
   b. Final Design based on approved Preliminary design which includes final floor plans, electrical plans, mechanical plans, rack elevations, consoles equipment layout for Control Room, diagram/ plan for Sire Voting system integration.
   c. Update project schedule.
   d. Secure approval and permits from all applicable entities, divisions relating to this project in a timely manner so that the project schedule is not negatively affected.
   e. Ensure that the documents meet all applicable standards and codes.
   f. Update the project cost estimate with delivery schedules.
   g. Final Bill of Materials (BOM) which includes quantities, manufacturers, model #s and prices. Secure approval for the Bill of Materials.
   h. Deliverables: Final Design plan shall include, but not be limit to, floor plans, equipment layout, electrical plans, single line diagram, mechanical plans, material list/schedule (bill of materials), diagram/plan for voting system, final project schedule and final cost estimate.

3. Installation and Integration
   a. Meet weekly during equipment installation.
   b. Pre-build and pre-wire. Off-site assembly.
   c. Provide all cables and connectors necessary to terminate wiring cables. Only high quality and approved.
   d. Furnish and deliver all materials and equipment on-site.
   e. Install materials, equipment, racks and consoles on-site.
   f. Obtain inspection and approval for all installations. Equipment and/or installations that fail inspection or do not meet codes / requirements shall be removed and replaced at no cost to the City.

4. Commissioning and Testing
   a. Test and commission the system.
   b. Trouble shoots all system failures.

5. Training and Project Close out
    a. Provide training for all equipment as required.
    b. Provide project As-Built plans with all AutoCAD files, and spreadsheets.
    c. Operational Manuals.
    d. All manufacturer CDs for equipment, software, drivers installed on the equipment.
    e. Equipment accessories.
    f. Warranties for all installed equipment and work.

V. CONSULTANT'S PROPOSAL

At a minimum, the Proposal shall include the following sections:

A. **Experience:** List of similar media, television equipment upgrade projects with the agency and contact person for each project. Description of the consultant's involvement in the similar projects. Cost of the similar projects designed and constructed. Similar projects' length of design time in months and installation time in calendar days.

B. **Project Understanding:** This section should convey clear understanding of the general nature of the work and identification of potential project issues and solutions thereof. Proposals that demonstrate an understanding of the City's requirements and needs will be preferred.

C. **Project Management and Staffing Plan:** Discuss project management staffing plan and the firm/team's approach for completing the services within budget and schedule. Identify a project manager for the entire project.

D. **Work Plan and Schedule**: Envisioned timeline from "Notice to Proceed" to finished installation (timeline should include, but not be limited to Preliminary design, final design, submittals, approval, order materials, installation, commission, training, project closeout documents, etc.). Include a description of how the necessary project tasks will be conducted and a proposed implementation schedule that complies with the City's preferred installation timeframe. The work plan should include sufficient detail to demonstrate a clear understanding of the project, and the consultant team's effort in coordination with City's staff and communication companies in all project phases. Discuss the consultant team's general approach for completing the project.

E. **Quality Control and Assurance:** Discuss general QA/QC measures proposed for each phase/deliverable for this project. Proposal shall include system warranty, reports, and inspection. Inspection shall be performed by the consultant's project manager and the City. The City will require weekly progress reports for this project. All equipment, software,

furnishing that fail inspection shall be replaced to meet project requirement. Final project completion inspection will be determined by the City's Project Manager and the Media and Production Coordinator.

F. **Fee proposal:** Present a "Project fee" proposal with cost break down for Phases in a separate sealed envelop. The cost break down shall include all phases as described in Section IV for Control Room, City Council Chamber, and Automated Voting System.

The Consultant's Proposal shall include the following statements:

1. A statement that this Request for Proposal shall be incorporated in its entirety as a part of the Consultant's Proposal.

2. A statement that this Request for Proposal and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the City of Moreno Valley.

   A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this Request for Proposal for Professional Consultant Services.

3. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.

4. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of daily and final reports, or similar evidence of attainment of the Agreement objectives.

5. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.

6. A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work

incurred that is not part of this Request for Proposal. All extra work will require prior approval from the City.

7. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

8. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.

9. A statement that the Consultant shall comply with the California Labor Code. Pursuant to the State of California prevailing wage rates.

10. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

VI. PAYMENT TO CONSULTANT

A. The Consultant shall provide a "Project Fee Schedule" indicating the fee for individual tasks Bill of Materials which shall be the sum of all tasks by phases, and milestones as described in Scope of Work.

B. The City will pay the Consultant for work completed based on milestones completed and accepted by the City. These Milestones are:

1. Completion of Preliminary Design and Cost Estimate.
2. Completion of Detailed Design.
3. Completion of Installation, and Integration.
4. Completion of Commissioning and Testing.
5. Completion of Training and Project Close Out. Any other additional authorized work on a task successfully completed and accepted basis.

The City shall make sole and final determination if a milestone as described above is complete and acceptable for payment.

C. Invoices will specifically identify job title, person-hours, and costs incurred by each task but payments will only be made when specific identified milestones have been accomplished.

D. Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the "Project Fee."

E. The City will pay the Consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."

F. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an "Amendment to the Agreement" will be executed between the City and Consultant.

G. The Consultant shall receive no compensation for any re-work necessary as result of the Consultant's errors or oversight.

VII. GENERAL CONDITIONS

A. **THE PREFERRED INSTALLATION TIMEFRAME IS FROM JULY 10 THROUGH AUGUST 19, 2013. POINTS WILL BE AWARDED TO THE CONSULTANT THAT CAN MEET THIS SCHEDULE.**

B. Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this Proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement. The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant.

C. The City reserves the right to withdraw this Request for Proposal (RFP) at any time without prior notice. Further, the City makes no representations that any agreement will be awarded to any consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposals for its own convenience and to reject any and all responses to this RFP without indicating any reasons for such rejection(s).

D. The Consultant's Proposal shall be no more than thirty (30) pages, excluding a cover letter of up to two (2) pages, timeline of one (1) page, pictures/photographs/renderings of ten (10) pages, floor plan of ten (10) pages, and dividers. Double-sided sheets will be counted as two (2) pages, graphic information will be considered as pages.

VIII. INSURANCE

The proposals are to show that the Consultants and sub consultants have or will procure general liability, workers' compensation, and errors and omissions insurance. The detail requirements are in the attached sample Professional Consultant Services Agreement.

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IX. SELECTION CRITERIA

A. Consultants' proposals will be selected according to by the following criteria.

1. Proven recent experience on similar projects. (20 points)
2. Demonstrated understanding of the needed design, processing and construction tasks to be included in the project. (20 points)
3. Strength of proposed project team including Project Manager and Staff. (20 points)
4. Deliverable work plan and schedule. (20 points)
5. Demonstrated success in quality control and demonstrating measurable results. (10 points)
6. Demonstrated ability to complete the project within the preferred installation timeframe. (10 points)

Attachment: Project Details
Sample Agreement for Professional Consultant Services

Y:\Henry-803 0021 70 77 -Council Chamber-Media Room Improvement\Design Phase\Consultant -\RFP\REQUEST FOR PROPOSAL RFP 060413 with track change.doc

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PROJECT DETAILS

CONTROL ROOM:

1. Equipment Removal – remove and store (MVTV-3 storage) all existing equipment which will not be integrated into the new system.

2. Maintain Live Channel/Server Play-out – During the construction phase MVTV-3 must remain "live" on-air. Server control must also be available to MVTV-3 staff for regular programming. Until such time as the new "live feed" or master broadcast output is installed properly and approved by the Media and Production Coordinator the current live feed shall remain in place for MVTV-3. Regular testing of the channel will be permitted.

3. Video Switcher – supply, install, mount and configure one (1) Ross Carbonite High Definition digital video production switcher with signal distribution to mix, record, broadcast and monitor all video sources for the system. The switcher must also be accompanied by the Ross Xpressions C.G. System and the Ross Blackstorm 2 Channel Playback System. The system must also be integrated with an Apple Ipad for the multiuser G.U.I.

4. Robotic Cameras with Pan/Tilt/ Zoom – supply, install, mount and configure seven (7) Panasonic AW-HE120 cameras.

5. Robotic Camera Control Unit - supply, install, mount and configure one Panasonic AW-RP120 (1) Panasonic High Definition Digital Camera Robotic Control Unit for no less than seven (7) cameras.

6. Camera Monitor - supply, install, mount and configure one (1) High Definition Digital multi-view monitor for the Robotic Camera Control Unit.

7. Video Server (2 or 4 Channel) Ingest & Play-out - supply, install, mount and configure one (1) High Definition video ingest and play-out server/schedule with a High Definition or higher monitor.

8. Video System Playback Controller (Server Controller) - supply, install, mount and configure one (1) server playback controller. Server Playback must also feed into the system and be available via the video switcher for playback during live broadcasts.

9. Time Warner, AT&T, Verizon Small On Air Broadcast Monitors - supply, install, mount and configure three (3) small High Definition monitors for Time Warner, AT&T and Verizon broadcasts.

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10. On Air Monitor - supply, install, mount and configure one (1) high definition on air monitor to go directly above the three (3) small high definition on-air monitors.

11. Provide a mastered audio and video broadcast signal to the existing Time Warner, AT&T, and Verizon transmission boxes.

12. Gentner Assisted Hearing Device Receiver - supply, install, mount and configure one (1) Gentner Assisted Hearing Device Receiver.

13. Gentner Assisted Hearing Devices - supply eight (8) Gentner Assisted Hearing Devices.

14. Senheiser Wireless Microphone Receiver – supply four (4) Senheiser wireless handheld microphone receivers.

15. Blu-ray Recorder/HDD – supply, install, mount and configure one (1) Blu-ray Recorder/HDD recorder.

16. Backup HD Digital Video Recorder – supply, install, mount and configure one (1) Backup HD Digital Recorder. The City's preference is a Black Magic Hyper Deck Studio Rack Mounted SSD recorder or a comparable device.

17. DVD Recorder with down-converted signal - supply, install, mount and configure one (1) DVD Recorder with a down-converted video signal via an AJA box.

18. System Playback Blu-ray Player - supply, install, mount and configure one (1) Blu-ray player for playback into system.

19. Marshall Engineering Reference Monitor - supply, install, mount and configure one (1) Engineering Reference Monitor.

20. Marshall Vectorscope & Waveform Monitor - supply, install, mount and configure one (1) Vectorscope and Waveform monitors for each individual input into the system.

21. Playback Monitor - supply, install, mount and configure one (1) Playback Monitor.

22. CG Computer Monitor - supply, install, mount and configure one (1) CG Computer Monitor (May be combined in a multi-viewer monitor).

23. CG Reference Monitor - supply, install, mount and configure one (1) CG Reference Monitor (May be combined in a multi-viewer monitor)..

24. Input Reference Monitors - supply, install, mount and configure eighteen (18) Input Reference Monitors (7 Cams, 4 Input Cams, 2 PPTs, 1 Vote System, 1 CG, 1 Server/BD-R Player, 2 additional Inputs) (May be combined in a multi-viewer monitor).

25. Program Monitor - supply, install, mount and configure one (1) Program Monitor (May be combined in a multi-viewer monitor).

26. Preview Monitor - supply, install, mount and configure one (1) Preview Monitor (May be combined in a multi-viewer monitor).

27. Blu-ray/Server Playback Monitor(s) - supply, install, mount and configure one (1) Blu-ray and Server Playback Monitor.

28. Audio Patch Bay - supply, install, mount and configure one (1) Audio Patch Bay.

29. Video Patch Bay - supply, install, mount and configure one (1) Video Patch Bay.

30. Audio Equalizer - supply, install, mount and configure two (2) Equalizer/Limiters (2 Channels – Feedback Elimination).

31. Audio Broadcast Amplifier - supply, install, mount and configure one (1) Audio Broadcast Amplifier (Compressor/Limiter).

32. Video Distribution Amplifier - supply, install, mount and configure one (1) Video Distribution Amplifier.

33. Audio Distribution Amplifier - supply, install, mount and configure two (2) Video Distribution Amplifiers.

34. Program Out Audio Distribution Amplifier - supply, install, mount and configure one (1) Master "Program" Audio Distribution Amplifier.

35. Main Out Audio Distribution Amplifier - supply, install, mount and configure one (1) Main Out Audio Distribution Amplifier.

36. Speaker Amplifiers - supply, install, mount and configure three (3) Speaker Amplifiers.

37. Master Video Out Distribution Amplifier - supply, install, mount and configure one (1) Master Video Out Distribution Amplifier.

38. Video Distribution Amplifiers - supply, install, mount and configure two (2) Video Distribution Amplifiers for system inputs.

39. Reference Monitor Routing Switcher - supply, install, mount and configure one (1) Reference Monitor Routing Switcher.

40. Playback Routing Switcher - supply, install, mount and configure one (1) Playback Routing Switcher

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41. Live Broadcast Routing Switcher - supply, install, mount and configure one (1) Live Broadcast Routing Switcher.

42. Playback Audio Amplifiers - supply, install, mount and configure five (5) Playback Audio Amplifiers (if necessary with a digital system).

43. Time Base Corrector - supply, install, mount and configure one (1) Time Base Corrector (if necessary with the new digital system).

44. Scan Convertor - supply, install, mount and configure up to three (3) Scan Convertors for computer inputs (if necessary with the new system).

45. Closed Circuit Video Transmitter- supply, install, mount and configure one (1) Closed Circuit Video High Definition Transmitter with an A/B selector to monitor in house feed and Time Warner Cable feed.

46. PowerPoint and Presentation Computer – supply, install, mount and configure one (1) computer for presentations which will feed into the system inputs and be available via the Video Switcher.

47. Call-in System – Integrate the current call in system to enable live call in with audio mixed from the council chamber and caller.

48. "Skype" Call-in System – Supply, Install and configure one "Skype" or equivalent video call in system.

49. Audio Mixer - supply, install, mount and configure one (1) audio mixing board or digital audio solution to enable at least (32) channels of audio. A Biamp or comparable system is preferred.

50. "Talk Back" Microphone – supply, install, mount and configure one talk back microphone for communication between the Control Room and Council Chamber.

51. SIRE Vote System – supply, install, mount and configure one (1) image server, five (5) work stations, dais mounting for Vote System which will feed into the system inputs and be available via the Video Switcher. Vote System is Sire Meeting Management and Voting System (see attached specifications) including integration with existing Sire Electronic Document Management System, Agenda Plus, Minutes Plus, and Video Plus systems.

52. MP3 Recorder - supply, install, mount and configure one (1) digital MP3 recorder, which will push audio files to the City's server as well as be accessible via the City's server. Marantz equipment is preferred but an equivalent will be accepted.

53. Control Room Speakers - supply, install, mount and configure one (1) set of control room speakers.

54. Bulletin Board System - supply, install, mount and configure one (1) high quality bulletin board system.

55. Communications System - supply, install, mount and configure one (1) communications system with at least two wireless receivers/transmitters and multiple discrete communication ports throughout the chamber.

56. Rack Units - supply, install, mount and configure two to four (2-4) Rack Units for the necessary video and audio components for the MVTV-3 control room.

57. Production Console/Rack Unit - supply, install, mount and configure one (1) Production Console with Rack Units for the necessary video and audio components for the MVTV-3 control room per the specification of the Media and Production Coordinator.

58. Control Room Chairs - supply, install, mount and configure four (4) Control Room Chairs per the specification of the Media and Production Coordinator.

59. Control Room Desk - supply, install, mount and configure one (1) large Middle Atlantic control room desk which can raise or lower electronically. The desk must also be configured with the necessary monitor mounts as well as be safe for the connected cables to be raised and lowered.

60. Electro Racks - supply, install, mount and configure the necessary quantity of Black Electro Racks and Rack Unit covers needed to install the aforementioned control room equipment.

61. Electro Racks Lighting - supply, install, mount and configure the appropriate lighting for future engineering work on the Electro Racks.

62. Music Player – supply, install, mount and configure one (1) music player to broadcast selected "appropriate" radio, online streaming radio or "Muzak" content throughout the City Hall building.

<u>COUNCIL CHAMBER :</u>

1. Cameras with Robotic Pan/Tilt/Zoom Heads – supply, install, mount and configure seven (7) Cameras (HD) with Robotic Pan/Tilt/Zoom Heads in the Council Chamber.

2. Press Breakout Panel – supply, install, mount and configure one (1) Press Breakout panel in the rear of the Council Chamber. The breakout panel must contain the following outputs: (4) HD-SDI, (4) HDMI, (4) BNC (down-converted), (4) Balanced XLR, and (4) additional power outlets. The press breakout panel must also have a removable "snaked" splitter to accommodate up to sixteen (16) additional press XLR outputs.

3. Rear Camera Input Panel – supply, install, mount and configure one (1) Video & Audio Input Panel in rear of room to accommodate up to four additional camera inputs. The panel should be configured with the following (4) HD-SDI, (4) HDMI, (4) BNC, (4) Component, (4) RCA and (4) XLRs.

4. Presentation System – Design, supple and install one (1) presentation system controlled by a Creston or AMX box. The system must be compatible with several inputs VGA, HDMI, or SDI inputs.

5. Council Dais – modify the current Council Dais to accommodate up to seven (7) council members with power, ethernet, iPad/tablet/PC Charging capabilities as well as audio, video, and VGA, DVI, and HDMI Input/Output connectivity.

6. Council Monitors – Supply, Install and mount seven (7) Council Monitors (possible with touch screen capability) to receive the MVTV-3 control room video feed, and SIRE voting system feed. The Council Members will need the ability to toggle between inputs via a switch.

7. Staff and Council Microphones - supply, install, and mount thirty (30) Staff and Council Microphones. The microphones must contain on/off indication lights. Five will be set aside as backups.

8. Podium Microphones - supply, install, mount and configure one (1) podium microphone and one (1) backup podium microphone.

9. Wireless Microphones - supply four (4) Senheiser wireless handheld microphones.

10. Council Chamber Speakers - supply, install, mount and configure as many as twelve (12) Council Chamber room speakers with zero feedback and clean audio signals.

11. Podium – supply and install one (1) new podium. The new podium must be A.D.A. compliant (contain enough space for wheel chair access) as well as have the ability to be raised and lowered electronically both through the podium and well as the presentation system control box. The podium needs a small monitor for live feed with a feed from the timer.

12. Ceiling Mounted Projector - supply, install, mount and configure one (1) Ceiling Mounted Projector.

13. High Definition Monitors - supply, install, mount and configure four to six (4 to 6) Large High Definition monitors for viewing the in house feed and the Time Warner Channel 3 broadcast feed.

14. Scan Convertor - supply, install, mount and configure one (1) Scan Convertor for computer inputs (if necessary with a digital system).

15. Vote System - supply, install, mount and configure seven vote system buttons or necessary hardware on the new Council Dais.

16. Multiple Communication System Panels - supply, install, mount and configure several discrete communication system ports throughout the chamber.

17. XLR Audio Inputs/Outputs – supply install, mount and configure 16 XLR audio inputs and 4 XLR audio output in the rear of the Council Chamber to be used for City Council Study Session Meetings.

18. Audio Snake – supply, install, and configure one (1) Sixteen (16) Channel audio snake to be used for City Council Study Session Meetings.

SIRE MEETING MANAGEMENT AND VOTING SYSTEM SPECIFICATIONS

Hardware:
1. Image Server (1)
2. Touch Screen Client Workstation (5)
   (Voting server provided by the City)

Software: Sire Meeting Management & Voting System (provided by the City):
3. SIRE Meeting Management and Voting System Server License
4. SIRE Meeting Management and Voting System Client License
5. SIRE Meeting Management and Non-Voting Participant License

The Automated Voting shall include following functions:
6. Ability to manage meeting activities via Voting Module
7. Ability to Pre-annotate Agenda Items and set Post Meeting Actions
8. Login capability for Meeting Members
9. Ability to display current meeting item being discussed to public display
10. Ability to display / communicate motion on floor and first and seconder
11. Ability to Display Vote Results
12. Ability to Request to Speak at Dias and Manage Time
13. Ability to input Public Speakers
14. Ability to manage public speakers order and time and assign to specific items
15. Ability to display speaker timer (configurable)
16. Ability at dais to view current and all other agenda items on screen and attachments
17. Ability to synchronize with personal notes that were made on mobile device

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and _____, a (California corporation, partnership, sole ownership) hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

DESCRIPTION OF PROJECT

1. The Project is described as professional consultant _____ services for:

MV00207563

Project Name

Project No. XX-XXXXXXXX

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $_____ in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on **Month Date, Year** unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "E" attached hereto and incorporated by this reference.

Or

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the design/construction schedule as stated in the Notice to Proceed.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10 (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

12. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with all applicable federal, state, and local laws in the performance of work under this Agreement.

15. (a) To the maximum extent allowable by law, the Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person,

including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, MVHA and CDS, their officers, agents or employees.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, MVHA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, MVHA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers

acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such General Liability Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

	General Liability
Bodily Injury	$1,000,000 per occurrence
Property Damage	$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, MVHA and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) The City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents shall be named as additional insured on all policies of insurance except errors and omissions and worker's compensation.

(h) A Certificate of Insurance and appropriate additional insured endorsement evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(i) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy."

(j) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(k) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the

City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are legally employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his/her designated representative, immediately upon request in both hard copy and electronic format, all documents, drawings, models, presentation materials, renderings, calculations, specifications, permits and permit-related documents, surveys, materials tests, geotechnical reports, etc., if available, developed to date for the City's project and any other City-provided documents, which shall become the property of the City. The Consultant may retain for its files, at its expense, copies of any and all materials, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings at all times and during all phases of the project.

The City reserves the right to ask for a hard copy and/or an electronic copy of the documents developed to date at any time during the period of this agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any, for professional services related to the City's project.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other projects without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without cause on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination.

(b) Upon notice of termination, the Consultant shall deliver to the Public Works Director/City Engineer of the City or his/her designated representative, in both hard copy and electronic format, all documents, drawings, models, presentation materials, renderings, calculations, specifications, permits and permit-related documents, surveys,

materials tests, geotechnical reports, etc., if available, developed to date for the City's project and any other City-provided documents, which shall become the property of the City. The Consultant may retain for its files, at its expense, copies of any and all materials, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings, regardless of the completeness of said documents.

(c) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any, for professional services related to the City's project.

(d) The City agrees to hold the Consultant harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant. Consultant acknowledges that Consultant work product produced under this Agreement may be public record under State law.

(e) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the

Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

25. The City and the Consultant agree that, to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

27. Subject to the provisions of Section 19 (a) above, all plans, drawings, specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon demand by the City, be delivered to and become the property of the City for the limited use as set out above, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
City Manager/Department Head
(Select only one please)

_____
Date

INTERNAL USE ONLY

ATTEST:

_____
City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head
(if contract exceeds $15,000)

_____
Date

Consultant Name

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

Attachments: Exhibit "A" – City's Request for Proposal
Exhibit "B" – Consultant's Proposal
Exhibit "C" – City's Responsibility
Exhibit "D" – Terms of Payment
Exhibit "E" – Consultant's Schedule

CITY - SERVICES TO BE PROVIDED
TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT "C"

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed $_____.

2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml

3. The Consultant will electronically submit an invoice to the City for milestone payments along with documentation evidencing services completed to date. The milestone payment is based on actual time and materials expended in furnishing authorized professional services during the preceding period. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any milestone payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at miab@moval.org or calls directed to (951) 413-3155.

4. The Consultant agrees that City payments will be received via Automated

Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:

   A. Vendor Name, Mailing Address, and Phone Number
   B. Invoice Date
   C. Vendor Invoice Number
   D. City-provided Reference Number (e.g. Project, Activity)
   E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

EXHIBIT "D"

RECEIVED
JUN 12 2013
PUBLIC WORKS DEPARTMENT
CAPITAL PROJECTS DIVISION

BURST

June 10, 2013

Public Works / Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805
Attention: Henry Ngo

RE: RFP for Professional Consultant Services associated with the Moreno Valley City Council Chamber Renovation and Television Broadcast Equipment Upgrade Project

Due Date & Time: 12:00 p.m., Tuesday, May 28, 2013

Dear Mr. Ngo,

Thank you for considering Burst for this important city project. We have read the Request for Qualifications document and understand its contents.

We have revised our Fee Proposal per recent discussions. That revision includes the removal of all chairs from the Equipment Purchase and Detailed Design section and the elimination of all previously considered budgetary items. These included the #5 Dais, #12 Staff Tables and #17/18 Council Wall. These items are outside our area of expertise.

We have a monitor and labor to install it per you recent direction.

We have included tax on equipment and materials at 8%.

Please find four copies of our response enclosed. We look forward to hearing from you soon.

Best regards,

Greg Gorian
Sales Engineer
Burst
1400 Quail St.

Exhibit "B"

145
Newport Beach, CA 92660
(949) 851-8220

www.burstvideo.com

Burst Communications

Request for Proposal Professional Consultant Services

For

Moreno Valley City Council Chamber Renovation and

Television Broadcast Equipment Upgrade Project

MORENO VALLEY

Burst Communications

BURST

8200 S. Akron Street
Suite 108
Centennial, CO 80112

Monday, June 10, 2013

Moreno Valley City Council Chamber Renovation Proposal

V Consultants Proposal

A. Experience

Burst has been providing television systems for over twenty years. In that time we have supplied full turnkey systems, including detailed design, installation, commissioning, testing and training to a variety of clients. These include traditional TV stations, city and other governmental entities, media and entertainment facilities, major professional sports stadiums and arenas.

Our city client database includes the cities of:

- Los Angeles, CA
- Beverly Hills, CA
- Chino, CA
- Westminster, CA
- Dallas, TX
- Denver, CO
- Colorado Springs, CO
- Aurora, CO
- Mission Viejo, CA
- Chino Hills, CA
- Santa Monica

In this twenty plus year span we have been involved at nearly every level of design, engineering, installation, commissioning, testing and training. With respect to work we have performed for cities on projects of similar size and complexity to our understanding of this upgrade. Burst has provided the following services in part or as a unified turnkey package. Typically we provide all the services detailed below.

Initial Design

That phase of a project where Burst meets with the client to establish basic goals and a general Scope of Work (SOW). General signal flow drawings and equipment lists are usually provided at this point.

Detailed Design

This phase of the project is where generalities become specifics. This is the point in the project where decisions need to firmed up and subsequently finalized in order to create firm understandings of workflow, budgets, equipment lists, SOWs and timelines. Solid planning leads to success.

Documentation

While this task spans both initial and detailed design, it becomes critical in the latter. Burst prides itself in producing clean, information design documentation. We do so with two audiences in mind. First is our install team, followed by you the client. Both require solid documentation to install and maintain the systems built.

Project Management

In our turnkey work, the PM may also be the design engineer for smaller projects. If the workload is sufficient, we provide a dedicated PM for the duration of the project.

Procurement

Burst is an authorized vendor for all the product categories contemplated in this RFQ. Our procurement process is driven by design engineering decisions agreed upon by the client. It is worth noting that Burst is also a supplier of equipment to clients not requiring any of the services details here. We have provided equipment to clients performing their own installations on many occasions.

Installation

Burst typically installs its own designs. We offer fully licensed, bonded and insured technicians as required to meet clients' requirements. Many technicians carry certifications. All have years of experience in demanding situations where deadlines are met.

Commissioning

Our engineering staff commissions everything we install. We occasionally commission for others. This process insures a complete working system, meeting client expectations. On occasion we employ manufacturers' staff to commission large or complex items, but hold final responsibility for overall functionality.

Testing

Testing occurs at several points along the project timeline. Burst tests every cable we fabricate prior to installation. We test each input signal through its entire path to final destinations, proving all cabling is proper and each piece of equipment is functioning to specification. Equipment is powered up to mitigate any initial failures and later tested to determine proper functionality. We rarely test for others.

Training

Burst typically provides two levels of training to our clients. Our staff provides general system training and specific training on simpler devices. Manufacturers assist on larger and more complex items. Again, Burst assumes responsibility for client satisfaction of overall training. We rarely train for others.

Burst Projects Overview

Client	Design	DTM	Doc	PM	Install	ITCD	Comm.	Test	Train	Warr.	Maint.
LA 35	Yes	1.5	Yes	Yes	Yes	30	Yes	Yes	Yes	Yes	Yes
PAB	Yes	7	Yes	Yes	Yes	900	Yes	Yes	Yes	Yes	No
EOC	Yes	10	Yes	Yes	Yes	1250	Yes	Yes	Yes	Yes	No
West.	Yes	2	Yes	Yes	Yes	60	Yes	Yes	Yes	Yes	No
FCC	Yes	2	Yes	Yes	Yes	180	Yes	Yes	Yes	yes	Yes
DECC	Yes	2/.5	Yes	Yes	Yes	30	Yes	Yes	Yes	Yes	No
DACC	Yes	2	Yes	Yes	Yes	70	Yes	Yes	Yes	Yes	No
DAPG	Yes	4.5	Yes	Yes	Yes	300	Yes	Yes	Yes	Yes	No
DTV8	Yes	4	Yes	Yes	Yes	300	Yes	Yes	Yes	Yes	No
COBH	Yes	6	Yes	Yes	Yes	900	Yes	Yes	Yes	Yes	No

Client = Client/Project Name
Design = Design Performed?
DTM = Design Time in Months
Doc = Documentation Provided
PM = Project Management Performed
ITCD = Install Time in Calendar Days
Comm. = Commissioning Performed
Test = Testing Performed
Train = Training Performed
Warr. = Warranty Provided
Maint. = Ongoing Maintenance Provided

Completed Projects

City of Los Angeles

LA Cityview 35 (LA 35)

The City of Los Angeles contracted with Burst to upgrade the automation sub-system in Master Control at LA Cityview 35, the city's public access television facility. Burst decommissioned the existing system, installed the replacement, transferred the existing programming database, commissioned, tested and trained city personnel, while maintaining continuous on air operation. The system centered on Sundance Fastbreak Automation products.

Project completed December 2010

Consultant's involvement: Turnkey design and build
Project Value: Approximately $210,000
Length of Design in months: 1.5 months
Construction Time in Calendar Days: 30

Contact Information: Tony Ighani (213) 485-4419

Los Angeles Police Department Headquarters (PAB)

The city of Los Angeles Police Department selected Burst for this turnkey design build project encompassing all the broadcast and audio visual systems for their new headquarters facility in downtown Los Angeles. The project was divided into multiple design and installation phases to meet client deadlines. The facility houses a 300 seat auditorium, Board of Police Commissioners (BOC) hearing room, seating 50, "Compstat" meeting room seating 50+, and many interview, video conference and related rooms. A complete studio style production system provides live broadcast coverage of LAPD BOC events. A Final Cut Pro based non-linear edit system provides post production capabilities

Project Completed: 5-12-2012
Consultant's involvement: Turnkey design and build
Approximate Project Value: $3.1M
Length of Design in months: ~7
Construction Time in Calendar Days: ~900

Project duration: 4-10-2009 through 5-12-2012

Contact Information: Bhavin Patel (213) 847-2199

Los Angeles Emergency Operations Center (EOC)

The City of Los Angeles selected Burst for this turnkey design build integration project encompassing the complex audio visual systems for their emergency response facility in downtown Los Angeles. The project was divided into multiple design and installation phases to meet client deadlines.

The facility houses:

- A Central monitoring room containing quantity 100+ displays where emergency personnel can view all local, national, and international media outlets, directing pertinent information as required to local fire, state and local police, state and national level security personnel. The main display wall is composed of four large venue projectors and six 65" LCD screens with fourteen additional 40" LCD display on conference tables and a PC display for each of the 100+ responders. All equipment is tied via a central backbone providing instant access to any image at any location based on custom written code via a Crestron automation system. Room capacity exceeds 100.

- The 911 call center for metropolitan Los Angeles housing 911 operators and LAFD personnel 24/7/365. 56 shared displays ranging in size from 42" to 70" are controlled via custom written Crestron based code over a Jupiter Pixelnet system providing multiple preset layouts. Sources include LAFD computer based data, internet feeds and other city services.

- LAPD RACR operational center housing up 50 LAPD officers. This room contains 28 42" shared displays controlled via custom written Crestron based code over a Jupiter Pixelnet system providing multiple preset layouts. Sources include LAPD computer based data, internet feeds and other city services. Two conference rooms are integrated into this facility.

- Numerous additional break-out and conference rooms providing additional capabilities for this one of a kind facility.

Consultant's involvement: Turnkey design and build
Approximate Project Value: ~$8.5M
Length of Design in months: ~10
Construction Time in Calendar Days: 1250

Project Duration: 3-2008 through 10-1012

Contact Information: Greg Steinmehl (213) 922-7793

City of Westminster

Automated Production Facility

The City of Westminster selected Burst to design and install a turnkey automated multi-camera production system to augment an existing facility. The system is comprised of four cameras on pan and tilt controllers for use in the city council chambers. The City chose Hitachi HVD15 cameras with SDI output cards and Telemetrics PT-CP-S2 servo pan/tilt heads.
Burst completed the project on time and within budget and did not interrupt any broadcasts.

Project completed May 2007
Consultant's involvement: Turnkey design and build
Approximate Project Value: $94,000
Length of Design in months: ~2
Construction Time in Calendar Days: 60

Project Duration: 3-2008 through 10-1012

Contact Information: Lavada Cordasco (714) 898-3311 ext. 277

West Covina, CA

Faith Community Church (FCC a Catalyst Technologies Project)

Upgrade Back of House to HD

Faith Community Church located in West Covina, California selected Catalyst Technologies to design and implement an upgrade to their Back of House area. Project included new control and machine rooms to support a 5 camera system with a Ross 4 ME Vision mixer and an Evertz 32 x 32 routing system.

Project completed in October 2012
Consultant's involvement: Turnkey design and build
Approximate value of project: $1,500,000
Length of Design in months: 2
Construction Time in Calendar Days: 180

Contact Information: Clete Rodrigez 626-858-8400

City of Denver, CO

City Council Upgrade (DECC)

The City of Denver selected Burst to upgrade their City Council production broadcast system that televises City Council meetings. The system was a full NTSC to SDI upgrade employing dual control rooms, Ross Synergy switchers, Harris Inscriber CG, 11 Panasonic PTZ cameras with Telecast and Telemetrics fiber and PTZ accessories, and associated terminal equipment, consoles and racks.
Consultant's involvement: Turnkey design and build

Burst completed the project on time and budget meeting the customer's expectations.
Consultant's involvement: Turnkey design and build
Project Valued: Approximately $1,000,000
Length of Design in months: 2.5
Construction Time in Calendar Days: 150

Project completed October, 2008.

Contact Information: Alan Hayden: (720) 865-2311

City of Dallas

City Hall Upgrade (DACC)

The City of Dallas selected Burst to upgrade their aging Dallas City Hall production broadcast system that is used to televise City council meetings and briefing room events. The system was a full NTSC to SDI upgrade using a Ross Synergy 2 switcher, Compix 8000 character generator system, Hitachi DV-D15 PTZ cameras, and associated terminal equipment and racks. The onsite installation was accomplished within a one week period keeping the city on the air at all critical times.

Burst completed the project on time and budget exceeding the customer's expectations.
Consultant's involvement: Turnkey design and build
Project Valued: Approximately $181,000

Project completed March, 2007.
Length of Design in months: 2
Construction Time in Calendar Days: 70

Contact Information: Bennie Wilcox (214) 957-1042

PEG/DISD/DFD (DAPG)

Burst completed the final phase of the reconstruction of several facilities that provide community access and conditional access programming for the City of Dallas, TX. The project was divided into segments to allow the city to adjust to each new operation on an incremental basis.

This project has effectively moved the city-controlled channels from a tape-based system operated by AT&T Broadband to server-based channels operated by the city at several locations including Dallas Community Television, Dallas Independent School District, and the Dallas Fire Department. The majority of these installations included automated multi-channel origination capabilities.

Full production and post production facilities were also installed in addition to a new city channel monitoring system at Dallas City Hall. The Dallas Community Television upgrade included two mirrored studios, NLE edit bays and a production vehicle. Project duration was approximately one year with multiple deadlines being met during that time frame.

Consultant's involvement: Turnkey design and build
Project Valued: Approximately $2.6M

Project completed March, 2007.
Length of Design in months: 4.5
Construction Time in Calendar Days: 300

Contact Information: Bennie Wilcox (214) 957-1042

Current Projects

City of Denver

TV-8 (DTV8)

This turnkey design build HDTV project is nearly complete as of 3-15-13. It is composed of a 3 camera studio and Master Control system with required terminal and fiber connectivity between the two systems and equipment room. Project progressed in two phases.

Consultant's involvement: Turnkey design and build
Project Value: Approximately $1,000,000
Length of Design in months: Two phases over four months
Construction Time in Calendar Days: ~300

Contact Information: Brian Schauer (720) 865-2314

City of Beverly Hills (COBH)

This turnkey design build HDTV project is nearly complete as of 3-15-13. It is composed of a 3 camera studio, post production and Master Control system. The system architecture is file based providing end to end tapeless workflow. Studio and post production sub-systems are complete as of this writing. Master control is under re-design due to originally specified equipment not meeting client expectations.

Consultant's involvement: Turnkey design and build
Project Value: Approximately $2.2M
Length of Design in months: 6
Construction Time in Calendar Days: 900

Contact Information: Mark Geddes (310) 285-1176

B. Project Understanding

We understand the critical nature of this project and we will make every effort to complete it by August 19th, when The Council resumes. It is imperative that we work very closely with City personnel to deliver documentation and get timely feedback on any issues that might arise during the design and implementation phases.
Burst Communications intends to break the project into three major pieces consisting of: (1) Technical system, (2) furniture acquisition or modifications and finally (3) wall modification and construction including a new City Seal. We understand that it is imperative that all modifications to The Council Chambers are completed before August 19th.
It is crucial that City officials for Moreno Valley work very closely with Burst Communications to design the "look and feel" of the new dais and wall so no delays are encountered.
Once selected for the project Burst will immediately start ordering some of the core equipment such as equipment racks, patch panels and router to start building the core technical system as soon as possible.
Preliminary designs should be completed within 8 business days from "notice to proceed and the detailed designs will follow close behind.

The project does incorporate certain tasks normally performed by a general contractor, namely the wall and dais modifications. These require an increased level of communication between the selected Consultant and appropriate city personnel. It will be critical to get that process underway immediately and establish a decision making process leading to clearly stated requirements.

Our Project Fee Schedule includes the pricing for the wall, dais and chairs as required. It is worth mentioning that we arrived at the pricing for these elements of the system by pricing all other more traditional technical equipment and services and then allocating the remaining budget across these items. We look forward to discussing this in greater detail.

Burst understands the City of Moreno Valley wishes to improve the level of service to its residents and visitors by improving the quality of service via technology upgrades as described in the RFQ. Burst has provided many such upgrades to similar cities and will bring that experience to this project.

C Project Management and Staffing Plan

Burst is a firm that is experienced in the installation of systems similar in complexity and scale to those required for this project.

In our subcontract relationship with Catalyst Technologies we bring Mark Girard's additional skill sets to bear on the project. Mark Girard will serve as Project Manager throughout the entire project.

The balance of the installation team will be hired from local resources. These individuals are typically independent contractors and have worked with both Burst and Catalyst Technologies. They are proven performers with demonstrated skills.

Please see the attached timeline in the form of a Gantt chart which details the individual tasks required to be completed relative to the schedule.

From a technology perspective this project is fairly straight forward with few issues. The main concerns are with the timeline; specifically identifying and ordering the key technology components in a timely manner and well as the design and construction of the new dais. Those components are as follows:

- Design of new system
- Order key components
  - Cameras
  - Camera controller
  - Video switcher
  - Router
  - CG
  - Video Servers
  - DVD Blu-ray player/ recorders
  - Presentation Computer
  - Monitors
  - Video Projector
  - Terminal equipment (DAs, etc.)
  - Waveform / Vector scope
  - Intercom system
  - Audio Console
  - Microphones
  - Hearing assisted equipment
  - Voting system
  - Design new Dias, podium, ADA compliant table, staff tables and control room console.
  - Remove existing system

- Install new video infrastructure
- Down conversion for cable feeds where necessary
- Address HD copy protect issue for Blu-ray playback
- Install new audio infrastructure
- Install voting system

The non-traditional elements of this project, the wall, dais and chairs will be given special attention and will require timely and succinct feedback and decision making from appropriate city personnel.

Burst maintains a fully staffed and equipped service facility provides support and design personnel within 25 miles of the City of Moreno Valley which enables us to not only provide an integration team but also provide an on-going support team to meet all you technical needs.

Burst is authorized to sell all equipment specified within this system and to pass on full manufacturers warranties.

Burst and Catalyst Technologies have adequate plant, CGL insurance and bonding capabilities to complete the work.

The Insurance Statements are included in Appendix 1.

Burst possesses a current and valid California C7 License# 955656.

Burst Profile

Burst Communications, Inc. was formed in 1991 by Kirk Basefsky and Robin Heywood. It has grown from a three-person firm selling equipment to the broadcast industry to an organization providing multiple services to many different end users. Burst's client base extends from coast to coast and internationally. Our strategic partnerships with nationally known manufacturers enable us to provide the right products to complement the solutions offered by our highly qualified staff.

Burst provides professional services for broadcast television, cable channels, stadiums, sports arenas, universities, school districts, government agencies and worship facilities. We provide full design and integration services to clients in all these markets via our integration division. These services include consultation regarding technical plant evaluations, conceptual designs, complete documentation sets, turnkey systems integration and operation. Burst performs these services and provides equipment procurement as well. Burst produces high quality system documentation that includes AutoCAD drawings, Microsoft Excel equipment lists and cable databases, and Microsoft Project schedules.

Offices are located in Dallas, TX, Albuquerque, NM, Newport Beach, CA, Salt Lake City, UT, with corporate offices in Centennial, Colorado.

Web Site: www.burstvideo.com
Facebook: www.facebook.com/BurstVideo

Resumes

Mark Girard - Design Engineer and Project Manager

Mark possesses over 29 year's industry technical and managerial experience. He has designed, project managed and built numerous facilities in the southern California area.

His areas of technical expertise include projects as large as 100,000 sq./ft. facilities for Ascent Media to more modest work for the city of Chino Hills. He is experienced in the design, construction, operation and maintenance of live studio, control room and related technologies. He has supervised staff of over 200 individuals in design build project environments. Mark holds a BSC California State Fullerton.
His professional affiliations include:

NARTE Member
SMPTE Committee Member
NAB presenter

Robin Heywood - President

As one of the founders of Burst Communications in 1991, Robin Heywood manages the integration division of the company. This includes the business aspects of systems integration, including finance, operations, and general management. Mr. Heywood has over 25 years experience in the design, implementation and installation of video production, master control, automated playback systems, nonlinear editing systems arena scoreboard display, house of worship and mobile sports production systems.

Mr. Heywood has been involved in projects referenced in this document. He has acted as project manager and senior project manager on multiple projects simultaneously. Recently has focused on Burst's large projects with the city of Los Angeles. He has provided managerial oversight of contract analysis, insurance compliance and many other business issues.

Prior to co-founding Burst Communications with Kirk Basefsky, Mr. Heywood spent several years as sales engineer for Midwest Communications and Ceavco Audio/Visual.

Mr. Heywood holds a B.S. degree in Television Production from Ohio University. He has held operational positions at WOUB/TV, a local PBS affiliate and at the College of Osteopathic Medicine as producer, lighting director, video technician and cinematographer.

Mr. Heywood's professional affiliations include the Society of Motion Picture and Television Engineers (SMPTE) and the Colorado Film and Video Association (CFVA).

Dale Scherbring - VP of Engineering

Dale brings thirty one plus years of broadcast television engineering, maintenance and operations experience to his position as VP of Engineering at Burst. At Burst he provides overall engineering oversight on all projects with all technical staff reporting to him and reports directly to ownership. In addition to managerial responsibilities he provides design, project management, commissioning testing and systems training from time to time. He has direct experience in designing and building g master control, studio and control rooms. In his career Mr. Scherbring has risen through the ranks to achieve the position of VP and Director of Engineering for Pappas Broadcasting and subsequently Burst. His duties while with Pappas included providing technical advice to Pappas Board of Directors, technical staff management for 23 Pappas broadcast properties, planning and managing digital television transition for all Pappas Telecasting full power TV stations, designing and building HD TV upgrades for four Pappas locations, designing and implementing Spanish Network NOC,

program prep workflow, closed caption insertion and internet delivery system for TuVision Network and supervising Technical FCC compliance for 23 Pappas Broadcast Properties. Dale holds a BS degree in Management of Information Systems, Math and Electronics from the University of Omaha. In addition he holds the following credentials.

SBE Certification:
Professional Broadcast Engineer (CPBE)
SBE Member 1985 - Present
FCC General Class License
MSTV, Engineering Committee
ATSC, Technical sub-group, TSG/PC-4: Planning Committee Chair: Jeff Johnson, Gannett Broadcasting
ATSC, Technical sub-group, TSG/S3: Digital ENG and DLR Group Chair: Dane Ericksen, SBE

Letha Koepp - Administrative Project Manager

Letha has over 20 year's industry experience. She began a career in broadcasting at KTWO-TV in Casper, WY in 1985. Her positions there ranged from Master Control Operator, through Traffic Manager, to Operations Manager via a series of promotions.

She has worked closely with Dale Scherbring, VP/Chief Engineer at Burst Communications, Inc. over this period of time and continues to play a strong role in our team. Her duties include equipment procurement and expediting, assisting in crew scheduling and travel coordination, invoicing and a myriad of details required to achieve project success.

Greg Gorian – Sales Engineer

Greg Gorian has been in the Broadcast Equipment sales and integration business for 17 years, the last 16 with Burst. Greg has focused on the governmental market in Southern California and has had the privilege of holding Contract # 59014 with the City of Los Angeles to provide Audio/Video Production equipment, system design/engineering services, and equipment repair support for LA City View Channel 35 and various other city departments. Please see the project descriptions above to gain insight into the scope of Greg's activities.

Mr. Gorian holds a B.A. degree in Economics from San Diego State University.

References

City of Los Angeles
Tony Ighani (213) 485-4419
Bhavin Patel (213) 847-2199
Greg Steinmehl (213) 922-7793

City of Beverly Hills
Mark Geddes (310) 285-1176

City of Dallas
Bennie Wilcox (214) 957-1042

City of Denver
Alan Hayden (720) 865-2311
Brian Schauer (720) 865-2314

Dallas Cowboys Football Club
Dwin Towell (817) 892-4146

Texas Rangers Baseball Club
Mike Cruise (817) 273-5038
Chuck Morgan (817) 273-5006

Texas Christian University
Tony Symanovich (817) 257-6694

University of Colorado
Deric Swanson (303) 735-3637

The following three projects were completed by Catalyst Technologies, which is owned and operated by Mark Girard.

City of Chino
Michelle VanDerlinden (909) 591-9803

City of Chino Hills
Valerie McClung (909)364-2600

City of Mission Viejo
Eric Winter (949) 636-1154

D. Work Plan & Schedule

Burst understands the City of Moreno Valley requires scheduling this project around the City's mandatory construction timeframe. Please see our attached Gantt chart which details the individual tasks required to be completed relative to the schedule.

Our general approach to this project is to work from our position of demonstrated experience with many similar projects, engage the appropriate personnel with the city and work the plan per the timeline. Necessary project tasks will be performed in a professional and workmanlike manner. Burst performs formal internal project progress meetings on a weekly basis. The team members are in constant communication during certain phases of the project.

Burst expects a single individual to be our formal point of contact with the city. Burst in turn des the same. This is critical to project success as it provides two repositories of complete project understanding.

Please note we have combined the Preliminary and Detailed Designs into one phase on the timeline. The nature of the system and the tight schedule lead us to this decision. Having said that there is a Preliminary Design Review scheduled as item (ID 11) which will function as a corollary to traditional Preliminary Design.

We have scheduled four formal meetings to perform review and provide opportunity for comment and subsequent approvals by the City. We fully expect to spend considerable additional time in direct communication with appropriate City personnel on an informal basis. This informal communication is critical to achieving the project goals and usually results in more productive formal meetings.

Site Preparations

Prior to Burst commencing on-site work the following should have occurred:

- Pathways from the loading dock/rear entrance to the areas where Burst will install equipment must be clear and capable of handling heavy loads.
- Adequate and properly grounded and conditioned electrical power must be available at all specified locations.
- Adequate HVAC for Burst installed equipment must be fully operational.
- Burst recommends that new HVAC ducting should be capped during construction to keep dust out of the system.
- Any required fire suppression equipment in the Burst construction area must be fully operational and tested.
- Room locations containing Burst installed equipment must be free of any other construction trade activities and broom clean.

- All drop tile ceiling must be completely installed.
- Room locations containing Burst installed equipment must be securable.

E. Quality Control and Assurance

This project requires certain measures be undertaken on a per phase basis. Our philosophy is one of planning, communicating plans to the client, requesting feedback, taking any corrective steps and communicating again. We strive to complete the project in a manner the keeps the client fully informed and leads to predictable results; no surpises!

Phase	QC Measure
Preliminary Design	Communicate preliminary equipment list, workflow concepts, request feedback, begin Crestron code writing design, compare progress to schedule, weekly meetings
Detailed Design	Communicate design details as they impact any changes to Preliminary Design concepts, request detailed design acceptance, order equipment based on designs, feedback equipment deliveries to project team as they may impact installation, order most materials, perform Crestron code writing with appropriate feedback to client, submit drawings and cable run list to foreman to review, inspect rooms for room ready conditions, engage City regarding wall, dais, chairs, compare progress to schedule, solicit comments on all work completed to date, weekly meetings
Installation, Construction & Integration	Inspect all equipment upon arrival, test all cables for continuity, perform redlines to drawings as required, Mark Girard is present and in communication with crew on a regular basis, compare progress to schedule, solicit comments on all work completed to date, weekly meetings
Commissioning and Testing	Power up all equipment, asses any "infant mortality" equipment failures,

	load Crestron code, test as soon as possible to allow time for any required modifications, maintain communication with vendors as required to replace any failed equipment, compare progress to schedule, communicate progress to client to prepare training schedule in advance, prepare closeout documentation, inform client of training schedule, review system workflows with client to prepare for training, solicit comments on all work completed to date, weekly meetings
Training & Project Closeout	Submit closeout documents early to allow for review, solicit comments on all work completed to date

Burst's Quality Assurance Project Management System

Objective

The objective of the Burst Quality Assurance Project Management System is Customer Satisfaction. This is accomplished by:

Understanding, meeting, and then exceeding our client's expectations
Being innovative and proactive
Doing the right thing

The following specifics each contribute to our Customer Satisfaction objective.

Design

All Burst projects utilize a team approach. A Burst design engineer will work collaboratively with the end user and other appropriate parties to review all system requirements. Burst does internal reviews including our VP of Engineering, project manager and a project foreman. This information is used to create top level design specification. This is followed by detailed engineering drawings of the total system. The next step is an Implementation Plan and Project Schedule. All of these steps are done in an open and collaborative environment with regular reviews including all appropriate parties.

Project Management

Burst believes project management is a key element to the success of any project. All the items detailed below are affected by project management. As such, Burst will provide a full time dedicated project manager familiar with both broadcast systems and project management experience. The Project Manager's involvement in the project begins with site visits, estimating labor, materials, expenses, etc. and does not end until after final acceptance. This creates a high level of understanding of the project and continuity.

We require consistent feedback from the designers, crew, management and ownership to the project manager. This typically comes in the form of internal progress meetings scheduled as required by the level of activity at any given time. We follow up with the client immediately after our internal meeting with a consecutive meeting that includes the client and others as required to review progress to date. The goal is to provide regular and consistent feedback to the client.

For this project we will schedule both meetings on a weekly basis.

It is worth noting that the Project Manager is copied on all relevant communication. This creates a single point of cross reference so that each discipline is made aware of changes and can act accordingly. For example a design change may require new products and materials to be ordered. This may affect the cable fabrication and/or the construction schedule. Our view is the project manager must coordinate all these efforts in order to create a quality system.

Burst will provide daily/weekly reports to our client as a way to keep the lines of communication flowing. This report consists of progress made since the last report; goals for the upcoming period as well as any obstacles Burst may be having that could affect the project's schedule.

Logistics

Burst's logistics group is headed by the Administrative Project Manager, who controls all purchases and coordinates with the vendors and project team to assure equipment and material are available at the right time in the right place. This group also reconciles orders with receiving documents to guaranty accuracy of shipments, invoicing and inventory.

Offsite Construction

In addition to our construction site at our headquarters in suburban Denver Burst has sites in Southern California and Dallas Texas. These sites offer up to 10,000 square feet of space enabling us to build and test in an organized fashion.

Burst will fabricate most cables off site. All fabricated cables are fully tested. Burst employs custom made testing benches based on industry standard testing equipment.

We sub-divide the construction process into smaller more manageable tasks in order to better track progress. Periodic reviews of construction progress are performed by both the project manager and the design team. This ensures consistency in terms of the quality of construction and minimizes any remedial efforts into smaller more manageable tasks. It also allows us to track budget to actual results against our timeline.

Shipping

Burst controls the shipping process. All equipment and materials will ship to Denver from the manufacturers via carriers who understand the fragile nature of broadcast equipment. Our receiving process includes inspection of all equipment for physical damage and the collection of all applicable serial numbers. We personally pack the freight and build crates as required. Then all items are shipped to the construction site using "white glove" point-to-point freight service. Upon delivery at the construction site we personally unpack the shipment and set items in place. All shipments are insured via our insurance company.

Onsite Construction

Burst will employ highly qualified installers and engineers for this phase of the project. These may be Burst employees and/or contract individuals. Once they have received the shipment from Burst and have placed the racks in position they will begin the process of installing the wiring between racks and the control rooms as well as other interconnections to other subcontractors.

Site Safety Policies

Burst maintains a Site Safety Policy and has an exemplary safety history. It is managed by a full time safety professional, who is responsible for monitoring the safety procedures of our crews at the jobsite.

Testing and Commissioning

Burst will provide a senior engineer and lead technician to perform system testing and commissioning. Burst will work in conjunction with the owner's staff and others to perform system testing. We will also provide manufacturer personnel, as needed, to commission key pieces of equipment.

Our commission effort will be divided in two parts. First we will commission in phases based on sub-systems. Second we will provide staff with specific skill sets in video, audio, control and IT. We believe these two methods of commissioning offer the best results. Burst encourages any local engineers who are intended to maintain and operate the system to be involved. There is always an interest in involving local contract engineers to enable support of the client after the project is finished.

Training

Burst will provide training from our engineering staff and manufacturer-based experts. This training will be coordinated with all appropriate parties, especially the end users.

Warranty

Burst provides a one year warranty against defects in materials and workmanship on all of its installation labor and materials. During the warranty period, Burst will repair or at our option replace at no charge any defects in installation labor or materials. Equipment and products installed as part of a project are covered by the individual manufactures warranty, which passes through to the end-user unaltered. Burst will work with the end user to assist in resolving any manufacture warranty issues. Burst endeavors to contract with a local qualified engineer to provide on site support. Whenever possible this engineer participates in the testing and commissioning of the system. Burst liability does not extend to any special, incidental or consequential damages incurred as a result of any warranty issues.

Event Support

When required, event support is performed by Burst's engineering and installation teams.

Schedule

Burst uses Gantt charts developed with Microsoft Project to design and maintain a schedule. This schedule is designed and coordinated with all appropriate parties to fulfill the project.

Documentation

Burst produces high quality system documentation that includes AutoCAD drawings, Microsoft Excel equipment lists and cable databases, and Microsoft Project schedules. At the conclusion of the project Burst

provides a complete set of "As Built" drawings, lists and databases in editable electronic form as well as hardcopy.

Standards

Burst conforms, where applicable, to the standards published by IEEE, SMPTE, EIA, the National Electrical Code, ANSI, UL, FCC, SCTE, NCTA, TIA and OSHA.

F. FEE Proposal

Please see our Fee Proposal attached below. Burst has divided all labor costs on a percentage basis and applied these figures to the Fee Schedule. We have included all equipment, the dais and wall modifications into Phase Three. We are open to discussion regarding final allocation of the Fee pricing.

1. A statement that this Request for Proposal shall be incorporated in its entirety as a part of the Consultant's Proposal.

This RFP is incorporated in its entirety as a part of our Proposal.

2. A statement that this Request for Proposal and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the City of Moreno Valley.

This Request for Proposal and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the City of Moreno Valley.

3. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this Request for Proposal for Professional Design Build Consultant Services.

"ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL"

Burst has no such exceptions

4. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to

be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.

Please see our Completed Projects section above for demonstrated proof of our capabilities.
Please see C Project Management and Staffing Plan for our project team qualifications.

5. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of daily and final reports, or similar evidence of attainment of the Agreement objectives.

Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of daily and final reports, or similar evidence of attainment of the Agreement objectives.

6. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.

Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.

7. A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this Request for Proposal. All extra work will require prior approval from the City.

The following hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this Request for Proposal. All extra work will require prior approval from the City.

Category	*Rate*
Design, Engineering, Project Management	*$115/hour*
Crestron Programming	*$115/hours*
Installation Labor	*$51.75/hour*

8. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

9. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.

All federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.

10. A statement that the Consultant shall comply with the California Labor Code. Pursuant to the State of California prevailing wage rates

Consultant shall comply with the California Labor Code. Pursuant to the State of California prevailing wage rates.

11. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

Date: 6/9/2013

Burst Communications, Inc.
8200 S. Akron St.
Suite 108
Centennial, CO 80112

BURST

Budgetary Proposal

CLIENT: City of Moreno Valley
Project
Project Number: XXXX
Date: 6/10/2013

FEE PROPOSAL REVISION #4

		Ext Price
Peliminary Design	$	10,637.50
Equipment Purchase and Detailed Design	$	382,630.75
Onsite Systems Integration	$	42,223.00
Commissioning & Testing	$	9,303.50
Training & Closeout	$	5,922.50
Sub-Total	$	**450,717.25**
Taxes at 8% on equipment and materials are included in the sections above	$	-
Total	$	**450,717.25**

CONFIDENTIAL
Burst Communications, Inc.

CITY - SERVICES TO BE PROVIDED TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT "C"

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed **$450,720.**

2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml

3. The Consultant will electronically submit an invoice to the City for milestone payments along with documentation evidencing services completed to date. The milestone payment is based on actual time and materials expended in furnishing authorized professional services during the preceding period. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any milestone payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at miab@moval.org or calls directed to (951) 413-3155.

4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH

Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:

   A. Vendor Name, Mailing Address, and Phone Number
   B. Invoice Date
   C. Vendor Invoice Number
   D. City-provided Reference Number (e.g. Project, Activity)
   E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

EXHIBIT "D"

Wed 6/12/13
10:00 AM

Moreno Valley TV
Timeline

ID	WBS	Task Name	Duration	Work	Actual Work	Start	Finish	Predecessors
1	1	MVTV	63 days	12 hrs	0 hrs	Wed 6/26/13	Fri 9/20/13	
2	1.1	Contract Signed	20 days	0 hrs	0 hrs	Wed 6/26/13	Tue 7/23/13	
3	1.1.1	Phase I (Design)	20 days	0 hrs	0 hrs	Wed 6/26/13	Tue 7/23/13	
4	1.1.1.1	Kickoff Meeting	1 day	0 hrs	0 hrs	Wed 6/26/13	Wed 6/26/13	
5	1.1.1.2	Block and Flow - Drawings	4 days	0 hrs	0 hrs	Wed 6/26/13	Mon 7/1/13	
6	1.1.1.3	Detailed Design	10.5 days	0 hrs	0 hrs	Tue 7/2/13	Tue 7/16/13	5
7	.1.1.3.1	Video Design	5 days	0 hrs	0 hrs	Tue 7/2/13	Mon 7/8/13	
8	.1.1.3.2	Audio Design	3 days	0 hrs	0 hrs	Tue 7/9/13	Thu 7/11/13	7
9	.1.1.3.3	Control Systems	1 day	0 hrs	0 hrs	Fri 7/12/13	Fri 7/12/13	8
10	.1.1.3.4	Intercom Design	1 day	0 hrs	0 hrs	Mon 7/15/13	Mon 7/15/13	9
11	.1.1.3.5	Prelimary Design Review Meeting	4 hrs	0 hrs	0 hrs	Tue 7/16/13	Tue 7/16/13	10
12	1.1.1.4	Complete Design	2 days	0 hrs	0 hrs	Tue 7/16/13	Thu 7/18/13	11
13	1.1.1.5	Critical Design Review w/ Client	1 day	0 hrs	0 hrs	Mon 7/15/13	Mon 7/15/13	9
14	1.1.1.6	Review Design Changes	2 days	0 hrs	0 hrs	Wed 7/17/13	Thu 7/18/13	13FS+1 day
15	1.1.1.7	Approval of Revised Drawings	0 days	0 hrs	0 hrs	Thu 7/18/13	Thu 7/18/13	14
16	1.1.1.8	Conform/Database the Design	1 day	0 hrs	0 hrs	Fri 7/19/13	Fri 7/19/13	15
17	1.1.1.9	Final Install Documentation - Create Install Manuals	2 days	0 hrs	0 hrs	Mon 7/22/13	Tue 7/23/13	16
18	1.2	Equipment Purchase	39 days	0 hrs	0 hrs	Wed 7/3/13	Mon 8/26/13	
	1.2.1	Present Major Items Quotes	1 day	0 hrs	0 hrs	Wed 7/3/13	Wed 7/3/13	
	1.2.2	Major Items PO from MVTV	0 days	0 hrs	0 hrs	Mon 7/8/13	Mon 7/8/13	19FS+3 days
	1.2.3	Receive Major Items	1 day	0 hrs	0 hrs	Wed 8/7/13	Wed 8/7/13	20FS+21 days
	1.2.4	Remaining Items Quotes	3 days	0 hrs	0 hrs	Wed 7/17/13	Fri 7/19/13	13FS+1 day
	1.2.5	Reviewable BOM	2 days	0 hrs	0 hrs	Mon 7/22/13	Tue 7/23/13	22
	1.2.6	Finalized BOM	4 hrs	0 hrs	0 hrs	Wed 7/24/13	Wed 7/24/13	23
	1.2.7	Remaining Items PO from MVTV	0 days	0 hrs	0 hrs	Wed 7/24/13	Wed 7/24/13	24SF+1 day
	1.2.8	Remaining Items PO to Vendors	1 day	0 hrs	0 hrs	Thu 7/25/13	Thu 7/25/13	25
	1.2.9	Receive Remaining Items	21 days	0 hrs	0 hrs	Mon 7/29/13	Mon 8/26/13	26FS+1 day
	1.3	Installation Phase	28.5 days	0 hrs	0 hrs	Mon 7/22/13	Thu 8/29/13	
	1.3.1	Order Installation Supplies	0.5 days	0 hrs	0 hrs	Mon 7/22/13	Mon 7/22/13	12FS+2 days
	1.3.2	Prewire Off Site	5 days	0 hrs	0 hrs	Tue 7/23/13	Mon 7/29/13	29
	1.3.3	On Site Installation	23 days	0 hrs	0 hrs	Tue 7/30/13	Thu 8/29/13	
	1.3.3.1	Decommision	3 days	0 hrs	0 hrs	Tue 7/30/13	Thu 8/1/13	30
33	1.3.3.2	Install Equipment in Racks	1 day	0 hrs	0 hrs	Thu 8/8/13	Thu 8/8/13	32,21
34	1.3.3.3	Cable Installation	15 days	0 hrs	0 hrs	Fri 8/9/13	Thu 8/29/13	33
35	1.3.3.4	Install System & Monitoring	2 days	0 hrs	0 hrs	Fri 8/9/13	Mon 8/12/13	34SS
36	1.3.3.5	Install Audio Console	1 day	0 hrs	0 hrs	Tue 8/13/13	Tue 8/13/13	35
37	1.3.3.6	Install Console for Control Room	1 day	0 hrs	0 hrs	Fri 8/2/13	Fri 8/2/13	32
38	1.4	System test and training Phase	6 days	0 hrs	0 hrs	Fri 8/30/13	Fri 9/6/13	
39	1.4.1	Basic Testing	2 days	0 hrs	0 hrs	Fri 8/30/13	Mon 9/2/13	34
40	1.4.2	Switcher Config & Testing	1 day	0 hrs	0 hrs	Mon 9/2/13	Mon 9/2/13	39SS+1 day,37
41	1.4.3	Camera Config & Testing	1 day	0 hrs	0 hrs	Tue 9/3/13	Tue 9/3/13	37,39,40
42	1.4.4	Audio Mixer Config & Testing	1 day	0 hrs	0 hrs	Tue 9/3/13	Tue 9/3/13	39
43	1.4.5	Voting System installation and testing	2 days	0 hrs	0 hrs	Wed 9/4/13	Thu 9/5/13	42
44	1.4.6	Crestron Testing	1 day	0 hrs	0 hrs	Fri 9/6/13	Fri 9/6/13	43
45	1.5	Sign-off Phase	10 days	12 hrs	0 hrs	Mon 9/9/13	Fri 9/20/13	
46	1.5.1	Customer Training - System	3 days	12 hrs	0 hrs	Mon 9/9/13	Wed 9/11/13	44
47	1.5.2	As Built Documention Revised	16 hrs	0 hrs	0 hrs	Thu 9/12/13	Fri 9/13/13	46
48	1.5.3	As Built Documention Finalized	2 days	0 hrs	0 hrs	Mon 9/16/13	Tue 9/17/13	47
49	1.5.4	As Built Documention Deivered to Client	0 days	0 hrs	0 hrs	Fri 9/20/13	Fri 9/20/13	48SF+5 days

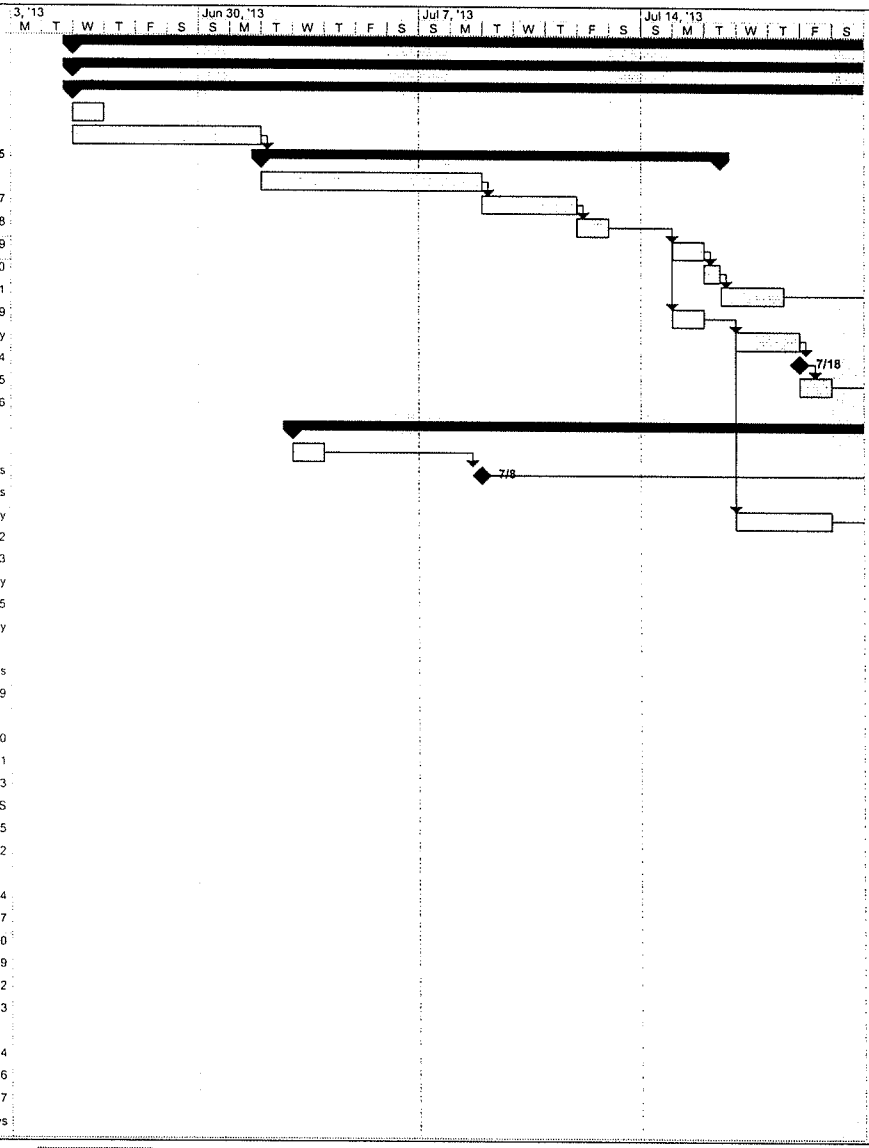

Saved Date: Mon 6/10/13
File Name:MVTV 0513v3.mpp
Author: M. Girard

Task | Progress | Summary | External Tasks | Deadline
Split | Milestone | Project Summary | External Milestone

Exhibit "E"

MV00207613

Wed 6/12/13
10:00 AM

Moreno Valley TV
Timeline

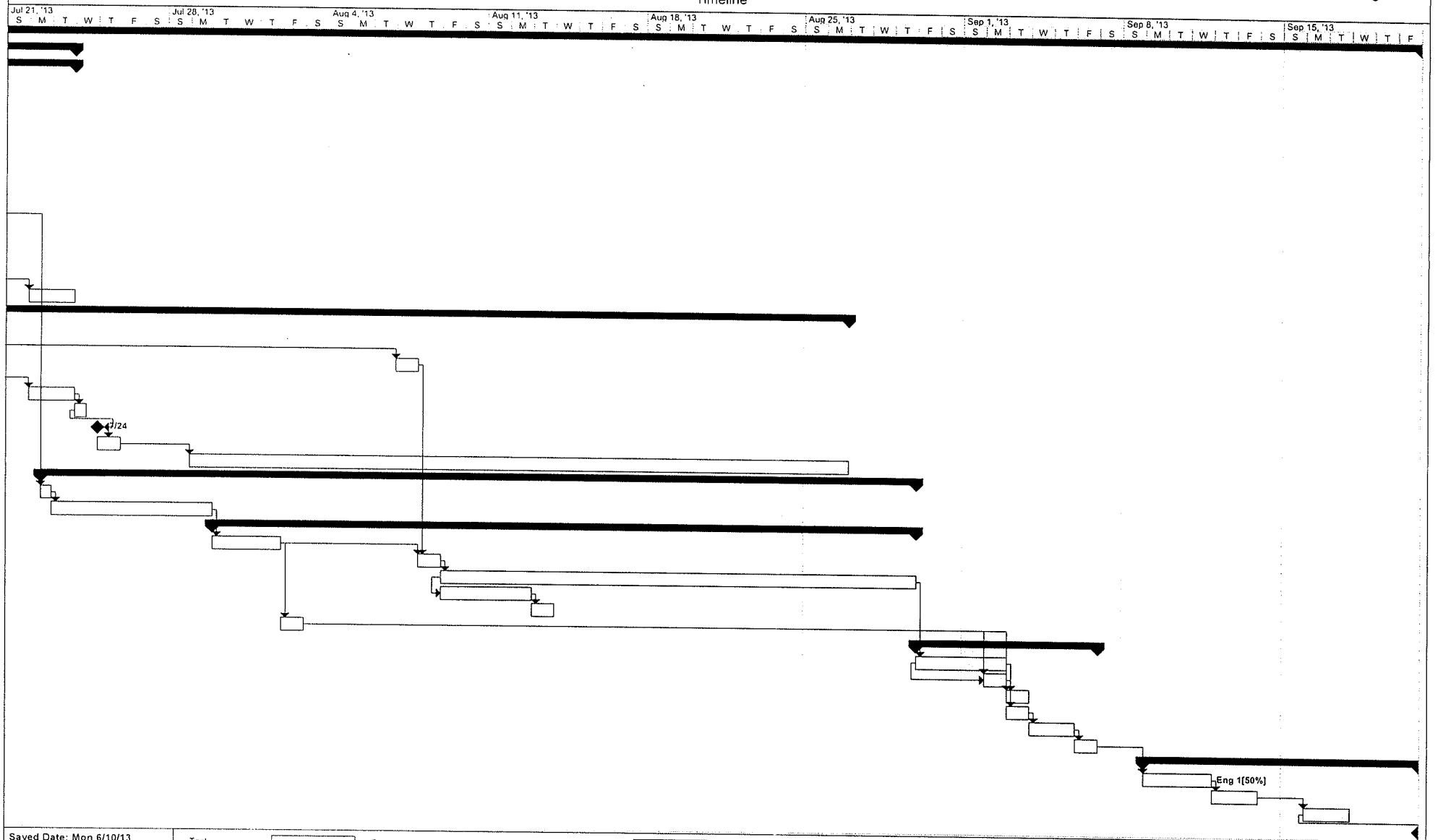

Saved Date: Mon 6/10/13
File Name:MVTV 0513v3.mpp
Author: M. Girard

Task		Progress		Summary		External Tasks		Deadline	
Split		Milestone		Project Summary		External Milestone			

MV00207614

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: June 25, 2013

TITLE: SECOND AMENDMENT TO AGREEMENT WITH DMC DESIGN GROUP FOR MORENO TOWNSITE AREA STORM DRAIN AND MISCELLANEOUS STREET IMPROVEMENTS BETWEEN ALESSANDRO BOULEVARD AND DRAINAGE FACILITY LINE F - PROJECT NO. 801 0011 70 77

RECOMMENDED ACTION

Recommendations:

1. Approve the Second Amendment to Agreement for Professional Consultant Services with DMC Design Group for the additional work needed to complete the design for the Moreno Townsite Area Storm Drain and Miscellaneous Street Improvements.

2. Authorize the City Manager to execute the Amendment to Agreement for Professional Consultant Services with DMC Design Group.

3. Authorize an increase to the Purchase Order to DMC Design Group not to exceed the amount of $28,000 once the Amendment to Agreement has been signed by all parties.

BACKGROUND

This project involves the design and construction of a storm drain system to be installed in Redlands Boulevard south of Alessandro Boulevard to mitigate flooding within the Moreno Townsite Area. The project also includes miscellaneous street improvements associated with construction of the storm drain.

On February 8, 2011, the City Council accepted the initial Hazard Mitigation Grant Program (HMGP) funds in the amount of $1,178,000 from the Federal Emergency Management Agency (FEMA).

On April 26, 2011, the City Council approved an agreement with DMC Design Group (DMC) to provide design services, various environmental technical studies, and right-of-way engineering support for the project, as well as accepted additional HMGP funds in the amount of $322,000 from FEMA.

On January 10, 2012, the City Council adopted a Mitigated Negative Declaration (MND) for this project with mitigation measures to be included in the project's specifications to reduce all potential environmental impacts related to the project's construction phase to an acceptable level.

On September 25, 2012, the City Council approved the First Amendment to the Agreement with DMC Design Group and authorized an increase in the Purchase Order to DMC Design Group in the amount of $51,500. This action was necessary due to the changes in the storm drain alignment based on feedback from the neighborhood residents and the Riverside County Flood Control and Water Conservation District (the District). However, DMC Design Group has not been given a notice to proceed with this design revision pending an approval from FEMA on the storm drain alignment changes and on-going negotiations with the District who was interested in doing a joint project with City.

In a letter dated November 29, 2012, the District made a commitment to fund a joint project with the City for the amount of $1,500,000.

In late May 2013, the City received FEMA's approval on the changes of the storm drain alignment and was authorized to move forward with the design for the project.

DISCUSSION

This project is to install a storm drain in Redlands Boulevard from Alessandro Boulevard to the existing drainage facility line F. This project will help mitigate flooding for the Moreno Townsite Area. Repeat flooding has caused damages to local streets and private properties, impacted traffic safety, and disrupted public and utility services. Several homes and roadways have been inundated with storm water, and the area has become inaccessible. Extensive cleanup was required to remove mud and debris from streets and properties after the storm.

The joint project with the District will avoid having two parallel storm drains in Redlands Boulevard because it is proposed to combine the District's existing storm drain in Redlands Boulevard and City's proposed storm drain into one larger storm drain pipe.
The City will take the lead on the design and construction of this joint project, and the District will provide the City with additional funding for the design and construction

related costs through a co-operative agreement which staff will present to City Council for approval in the near future.

This second amendment to DMC Design Group's agreement provides an increase in DMC's fee by an amount of $28,000 for the additional work needed to complete the design of this joint project. With the District joining the project and contributing up to $1.5 million to add to the project's original budget of $2 million, the project's scope of work is expanded to complete the design and bid documents. The original FEMA grant requires the project to be completed by mid-2014. The successful completion of this storm drain project would provide better flood protection for the Moreno Townsite Area and areas along Redlands Boulevard north of Brodiaea Avenue.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. Because FEMA grant funds are involved, the project must continue in an expeditious manner. *This alternative will allow for the project to keep its needed momentum to complete the construction of much needed storm drain and street improvements in the Moreno Townsite Area by mid-2014.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay much needed storm drain and street improvements within the Moreno Townsite Area and may significantly affect the disposition of the FEMA grant funds.*

FISCAL IMPACT

This project is included in Fiscal Year 2012/2013 Capital Improvements Project Budget and financed by FEMA-HMGP Grant Funds, Measure A as local match funds, and the District's funding. There is no impact to the General Fund.

AVAILABLE FUNDS FOR THE PROJECT:

Street Improvement Program (Account No. 2001-70-77-80001)(Project No. 801 0011 70 77-2001)	$2,120,000
District Funding (To be available once co-op agreement is executed)	$1,500,000
Total	$3,620,000

ESTIMATED PROJECT COSTS:

Design Cost*	$ 63,000
Additional Design Cost	**$ 28,000**
Construction	$3,348,000
Construction Geotechnical Services and Survey Services	$ 80,000
Project Management, Administration and Inspection	$ 80,000
Total	$3,599,000

**Balance of previous funding authorization*

ANTICIPATED PROJECT SCHEDULE

Design Complete.....November 2013
Advertise and Award Construction Contract.....December 2013
Construction Complete.....June 2014

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Staff recommends approval of the Second Amendment to Agreement for Professional Consultant Services and an increase to the purchase order with DMC Design Group in the amount of $28,000 for completing the design and bid documents for the Moreno Townsite Area Storm Drain and Miscellaneous Street Improvements project. These improvements will help mitigate the flooding for this area.

ATTACHMENTS

Attachment 1 – Location Map
Attachment 2 – Second Amendment to Agreement for Professional Consultant Services

Prepared By:
Quang Nguyen
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Asst. City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

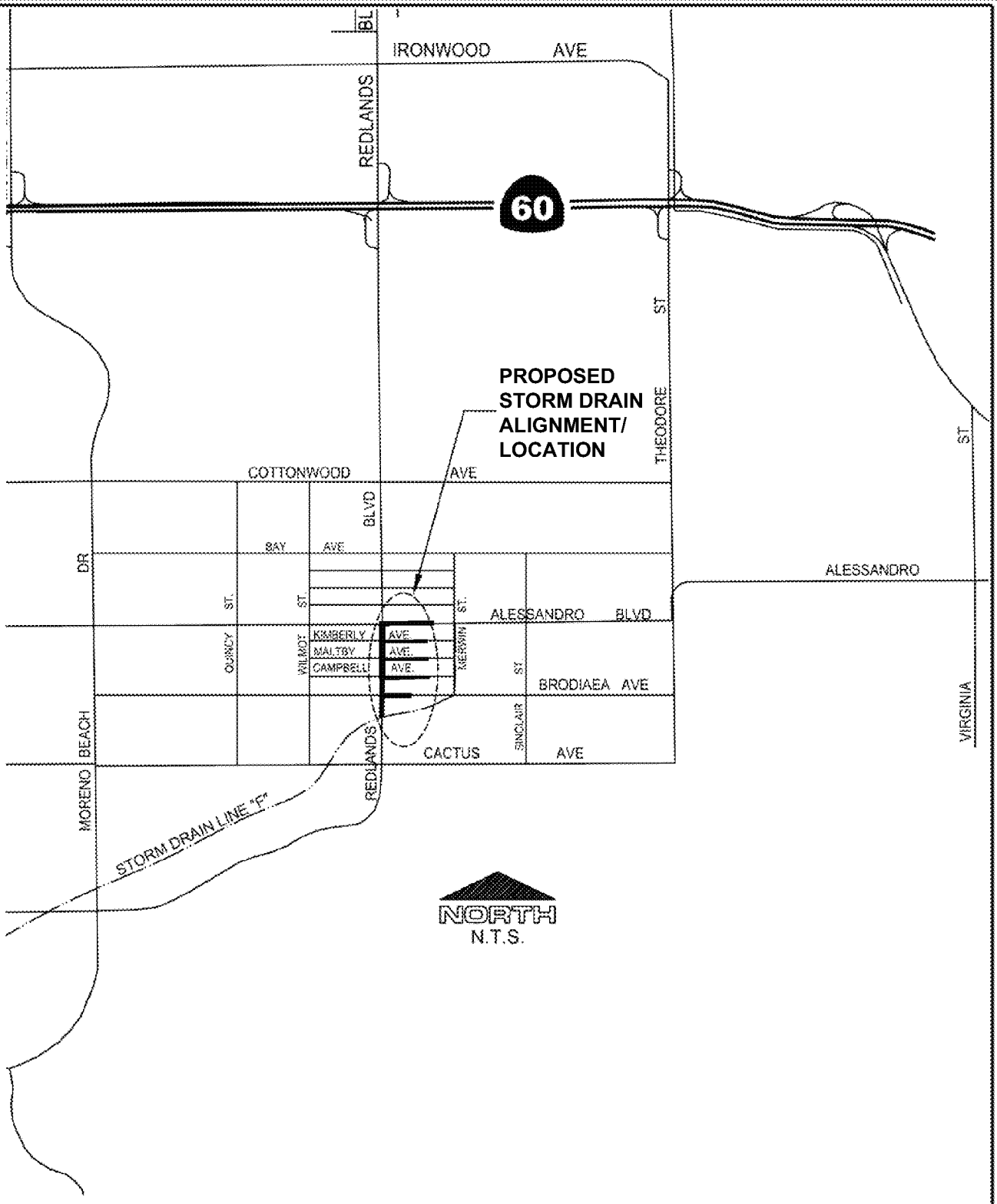

LOCATION MAP

Public Works Department
Capital Projects Division

MORENO TOWNSITE AREA STORM DRAIN AND MISCELLANEOUS STREET IMPROVEMENTS

ATTACHMENT 1

PROJECT NO. 801 0011 70 77

SECOND AMENDMENT TO AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES PROJECT NO. 801 0011 70 77

This Second Amendment to Agreement is by and between the City of Moreno Valley, a municipal corporation, hereinafter referred to as "City," and DMC Design Group, Inc., a California corporation, hereinafter referred to as "Consultant." This Second Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "Agreement for Design Professional Consultant Services," hereinafter referred to as "Agreement," dated May 19, 2011.

Whereas, the Consultant is providing consultant design services for Moreno Townsite Area Storm Drain and Miscellaneous Street Improvements between Alessandro Boulevard and Drainage Facility Line F.

Whereas said Agreement was amended by the “First Amendment to Agreement for Professional Consultant Services” dated November 7, 2012.

Whereas, it is desirable to amend the Agreement to expand the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this Second Amendment.

Whereas, the Consultant has submitted a Proposal dated June 6, 2013, for expansion of the scope of work to be performed. A copy of said Proposal is attached as “Exhibit A – Second Amendment” and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT

1.1 The Agreement termination date is extended from May 31, 2014 to May 31, 2015,

unless the termination date is further extended by an Amendment to the Agreement.

1.2 Exhibit "B" to the Agreement is hereby amended by adding to the scope of work section described in "Exhibit A – Second Amendment," entitled "Proposal for Additional Professional Design Consultant Services for the Realignment of Storm Drain Improvements in the Moreno Townsite Area between Alessandro Boulevard and Drainage Facility Line F (Project No. 801 0011 70 77)."

1.3 Exhibit "D" to the Agreement is hereby further amended by adding to the cost proposal in the amount of $28,000 as described in said "Exhibit A -- Second Amendment."

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $28,000, in consideration of the Consultant's performance of the work set forth in "Exhibit A -- Second Amendment."

1.5 The total "Not to Exceed" fee for this contract is $251,516 ($172,016 for the original Agreement plus $51,500 for the First Amendment and $28,000 for the Second Amendment to the Agreement).

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
City Manager

_____
Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

DMC Design Group, Inc.

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

Attachments: "Exhibit A – Second Amendment"

DMC Design Group, Inc.
Maple Centre
140 N. Maple St., Suite 104
Corona, CA 92880

(951) 549-8100 Fax (951) 549-8102

June 6, 2013

Quang Nguyen, P.E.—Senior Engineer
City of Moreno Valley
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805

RE Proposal for Additional Professional Design Consultant Services for the Realignment of Storm Drain Improvements in the Moreno Townsite Area between Alessandro Boulevard and Drainage Facility Line F (Project No. 801 0011 70 77)

Dear Mr. Nguyen:

Per a meeting held between DMC Design Group, Inc., the City and Riverside County Flood Control and Water Conservation District (RCFC & WCD), proposed revisions to the storm drain alignment/conceptual plan for proposed drainage improvements in the Moreno Townsite Area were discussed to accommodate a single culvert structure along Redlands Boulevard. With the RCFC & WCD agreement to join the project, the revised design is to include the removal of the existing Line F-2, incorporation of the preliminary revised RCFC & WCD Master Drainage Plan, laterals along Alessandro Boulevard, Kimberly Avenue, Maltby Avenue, and Campbell Avenue to accommodate locate drainage, and necessary improvements to avoid the acquisition of permanent drainage easements through properties within the Moreno Townsite community. To comply with this new alignment, it will be necessary to revise construction plans, specifications and estimates completed to date before proceeding to preparation of final bid ready construction documents.

Based upon the November 1, 2012 meeting and subsequent conversations with the City/RCFC, DMC estimates the following additional effort will be required to revise the existing plans, specifications and estimates:

• **Task 9.02 Special Studies (Drainage / Structural)** 48 hrs @ $110/hr (Design Engineer) + 16 hrs @ $130/hr (Project Engineer)	**$7,360**
• **Task 10 PS&E** 160 hrs @ $90/hr (CAD Op.) + 12 hrs @ $110 (Design Engr.) + 4 hrs @ $130/hr (Proj. Engr.)	**$16,240**
• **Additional Direct Costs and Design Work if Requested by the City**	**$4,400**
Total Additional Costs to Current Contract	**$28,000**

The additional costs outlined above are to revise existing plans to complete level based upon the new alignment and do not include any updates or changes to the environmental clearance. DMC will immediately begin this work once it receives written authorization to proceed from the City.

Should you have any questions or concerns, do not hesitate to contact me.

Sincerely,
DMC Design Group, Inc.

David M. Cosper, P.E., Q.S.D.
Principal Engineer

F:\MARKET\DMC 2013\13-016 CITY OF MORENO VALLEY - REVISE DESIGN AND CONSTRUCTION DOCUMENTS FOR MORENO TOWNSITE PROJECT\PROPOSAL\130604 PROPOSAL LETTER FOR ADDITIONAL WORK.DOC

"Exhibit A - Second Amendment"

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 25, 2013

TITLE: ADOPT RESOLUTION NO. 2013-59 APPROVING THE LOAN AGREEMENT FROM THE GENERAL FUND TO THE POLICE FACILITIES DEVELOPMENT IMPACT FEE FUND IN THE AMOUNT OF $3,000,000, THE RECREATION CENTER DEVELOPMENT IMPACT FEE FUND IN THE AMOUNT OF $145,000 AND THE ANIMAL SHELTER DEVELOPMENT IMPACT FEE FUND IN THE AMOUNT OF $175,000

RECOMMENDED ACTION

Recommendation:

1. Staff recommends that the Council adopt Resolution 2013-59 approving the Loan Agreements from the General Fund to the Police Facilities Development Impact Fee Fund in the amount of $3,000,000, the Recreation Center Development Impact Fee Fund in the amount of $145,000 and the Animal Services Development Impact Fee Fund in the amount of $175,000. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing an Loan Agreement Between the City of Moreno Valley and the Police Facility Development Impact Fee Fund in the Amount of $3,000,000, the Recreation Center Development Impact Fee Fund in the Amount of $145,000 and the Animal Shelter Development Impact Fee Fund in the Amount of $175,000.

BACKGROUND

The City Council has approved the levy of a fee to mitigate the impacts of new development on various public facilities pursuant to the California Mitigation Fee Act. These fees are collected and recorded in separate funds pending the allocation of

available funds for capital projects or to pay debt service on public facilities or improvements that were constructed from bond proceeds.

DISCUSSION

As of June 30, 2013 the Police Facilities Development Impact Fee Fund, the Recreation Center Development Impact Fee Fund and the Animal Services Development Impact Fee Fund are expected to experience negative cash balances. For reasons described in the following discussion facilities were constructed or land was purchased for future expansion through either the selling of bonds or short-term loans from the General Fund. At the time of the authorization of the transactions it was anticipated that the development impact fee program would provide the levels of revenue required to repay the loans or meet the annual debt service payments. In 2008 with the beginning of the recent recession the City experienced a significant decline in new development which resulted in the decline in development impact fee revenues. As such the development impact fee accounts have been forced to utilized available cash balance to continue to meet the annual debt service requirements or loan repayment. In the case with these three funds the debt service or repayment requirements have depleted their cash balances to zero and will require loans from the General Fund until they have enough revenues to repay the loans or are able to meet their annual debt services requirements. Generally Accepted Accounting Principles (GAAP) require that cash balances cannot be in a negative position at year-end and in the past short-term, one-day, loans from the General Fund were utilized to meet this requirement.

- Police Facilities Development Impact Fees
    - In June 2005 the City issued the 2005 Lease Revenue Bonds totaling $48,205,000. Included in the approved projects for the bonds were various projects which were to be repaid through the utilization of Development Impact Fees that were to be collected from developers in future years. These projects included the expansion of the Public Safety Building, the construction of the Emergency Operations Center (EOC) building, Fire Station 58 and various arterial street projects. The bond documents called for the repayment of this bond over the following 30 years with the final payment occurring in November 2035. The revenue stream from development impact fees for Arterial Streets, Police Facilities and Fire Facilities was pledged to meet these annual debt service requirements associated to each of the funds. The payment of existing debt service has been identified as the first priority from the development fee funds.
- Recreation Center Development Impact Fees
    - In January 2006 upon the completion of the Conference & Recreation Center funds totaling $1.5 million were transferred from the Recreation Center Development Impact Fee Fund to the General Fund. These funds represented the repayment of the start-up loan that had been authorized during the planning and early construction phases of the Conference &

Recreation Center. This transfer exceeded the available fund balance and caused fund balance to go into a negative position. Receipts into the Recreation Center Development Impact Fee account have been used in subsequent years to reduce the amount of the outstanding balance but fund balance continues to be in a negative position.

- Animal Shelter Development Impact Fees
    - During Fiscal Year 2006 the City had the opportunity to purchase the vacant property adjacent to the existing Animal Shelter. Animal Shelter Development Impact fees were identified as the appropriate funding source as this purchase would be able to address future growth needs. At the time the purchase price exceeded the available fund balance but is was anticipated based on revenue levels to that point that DIF revenues would be sufficient to repay the remaining balance over a three-year period. With the decline in the economy and the resulting slow-down of development activities these revenues experienced a sharp decline and as such the revenue levels have not yet been sufficient enough to extinguish the loan. As new DIF revenues come in they are utilized to repay the loan provided by the General Fund.

ALTERNATIVES

1. Adopt proposed resolution approving the Loan Agreement from the General Fund to the Police Facility Development Impact Fee fund ($3,000,000), the Recreation Development Impact Fee fund ($145,000) and the Animal Shelter Development Impact Fee fund ($174,000) to address negative cash balances in these accounts.

2. Do not adopt proposed resolution approving the Loan Agreement and provide staff with other direction.

FISCAL IMPACT

General Fund fund balance will be reduced by the amounts of these loans or $3,320,000. However, $1,000,000 has been reserved to address the potential for the DIF funds revenue being insufficient to cover debt service. This $1,000,000 reserve will be removed with the net reduction in fund balance being $2,320,000 As Development Impact Fee revenues related to the Recreation Center Development Impact Fee and Animal Shelter Impact Fee accounts are received they will be applied to continue to reduce the outstanding loan amounts for these funds. In the case of the Police Facility Development Impact Fee fund debt service of approximately $680,000 will continue until November 2035. The ability of the Police Facility DIF fund to repay this loan will depend on the revenues that are received during the year. Year-to-date through May 2013 the Police Facilities DIF fund has received revenues totaling $102,000.

SUMMARY

The City Council has approved the levy of a fee to mitigate the impacts of new development on various public facilities pursuant to the California Mitigation Fee Act. These fees are collected and recorded in separate funds pending the allocation of available funds for capital projects or to pay debt service on public facilities or improvements that were constructed from bond proceeds. Capital projects have been completed anticipating the use of available DIF funds to pay the initial costs or ongoing debt service. As such the Police Facilities Development Impact Fee fund,($3,000,000) the Recreation Center Development Impact Fee fund,($145,000) and the Animal Shelter Impact Fee fund ($175,000) are currently reporting cash balances which in compliance with Generally Accepted Accounting Principles will require loans from the General Fund until such time as the revenues received by the Development Impact Fee funds is sufficient to extinguish the loan balances.

ATTACHMENTS

Attachment 1: Proposed Resolution Approving the Loan Agreement between the General Fund and the Police Facilities Development Impact Fee Fund, the Recreation Center Development Impact Fee Fund and the Animal Shelter Development Impact Fee Fund.

Exhibit A: Loan Agreement

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING AN LOAN AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE POLICE FACILITY DEVELOPMENT IMPACT FEE FUND IN THE AMOUNT OF $3,000,000, THE RECREATION CENTER DEVELOPMENT IMPACT FEE FUND IN THE AMOUNT OF $145,000 AND THE ANIMAL SHELTER DEVELOPMENT IMPACT FEE FUND IN THE AMOUNT OF $175,000.

WHEREAS, the City Council levies a fee for the mitigation of the impacts of new development on the City's Police Facilities, the Recreation Centers and the Animal Shelter and related facilities pursuant to the California Mitigation Fee Act (California Government Code Section 6600 et seq.); and

WHEREAS, the City collects and records these fees in separate funds called the Police Facilities Development Impact Fee Fund, the Recreation Center Impact Fee Fund and the Animal Shelter Impact Fee Fund; and

WHEREAS, the City has made disbursement from these funds that have resulted in negative cash balances in the Police Facility Development Impact Fee Fund ($3,000,000), the Recreation Center Development Impact Fee Fund ($145,000) and the Animal Shelter Development Impact Fee Fund; and

WHEREAS, the City has a need to resolve the negative cash balances in these accounts; and

WHEREAS, the City desires to loan funds from the General Fund to the Police Facilities Development Impact Fee Fund, the Recreation Center Development Impact Fee Fund and the Animal Shelter Development Impact Fee Fund amounts sufficient to cover the negative cash balances; and

WHEREAS, the City anticipates receiving future Police Facilities Development Impact Fees, Recreation Center Development Impact Fees and Animal Shelter Development Impact Fees to repay these loans to the General Fund.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

BE IT RESOLVED that the Loan Agreement included as Attachment 1 is hereby approved, authorizing the Loan Agreement from the General Fund to the Police Facility Development Impact Fee Fund in the amount of $3,000,000, to the Recreation Center Development Impact Fee Fund in the amount of $145,000 and to the Animal Shelter Development Impact Fee Fund in the amount of $175,000 to resolve negative cash

balance issues in these funds.

APPROVED AND ADOPTED this 25th day of June, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00207630

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-59 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

MV00207631

LOAN AGREEMENT

The City or Moreno Valley is authorizing this LOAN AGREEMENT ("Agreement") as an interfund loan entered into as of the twenty fifth day of June, 2013, authorizing the transfer of funds by and between the CITY OF MORENO VALLEY GENERAL FUND (herein the "General Fund") and the CITY OF MORENO VALLEY POLICE FACILITY DEVELOPMENT IMPACT FEE FUND (herein the "Police Facility DIF"), the CITY OF MORENO VALLEY RECREATION CENTER DEVELOPMENT IMPACT FEE FUND (herein the "Recreation Center DIF") and the CITY OF MORENO VALLY ANIMAL SHELTER DEVELOPMENT IMPACT FEE FUND (herein the "Animal Shelter DIF").

RECITALS

A. Pursuant to the provision of the California Mitigation Fee Act (California Government Code Section 66000 et seq,), the City Council of the City of Moreno Valley has approved the levy of a Police Facility Development Impact Fee, a Recreation Center Development Impact Fee and an Animal Shelter Development Impact Fee to collect fee to mitigate the impact of new development on the City's Police, Recreation Center and Animal Shelter facilities.

B. The City has negative cash balances in the Police Facility DIF, Recreation Center DIF and the Animal Shelter DIF.

C. These cash balances are the result of the construction of facilities or the purchase of land for future expansion.

D. The Police Facility DIF, the Recreation Center DIF and Animal Shelter DIF continue to receive revenues related to new development projects within the City.

E. The City desires to loan the Police Facility DIF, the Recreation Center DIF and the Animal Shelter DIF funds in an amount sufficient to resolve the negative cash balances related to these funds.

AGREEMENT

1. The City agrees to transfer to the Police Facility DIF $3,000,000, to the Recreation Center DIF $145,000 and to the Animal Shelter DIF $175,000 as of June 30, 2013.

2. City staff is directed to make necessary appropriation adjustments to effectuate this loan.

3. City staff is directed to appropriately record this loan in the City's General Ledger system and subsequent financial reports, as necessary.

4. This loan is considered to be non-interest bearing.

5. The funds will be repaid by June 30, 2014.

6. If the funds are not repaid on or before June 30, 2014 in full the City Council will reconsider this matter.

IN WITNESS WHEROF, the parties have executed the Agreement as of the date first above written.

CITY OF MORENO VALLEY

By:

_____

Michelle Dawson
City Manager

ATTEST:

_____

Jane Halstead
City Clerk

APPROVED AS TO FORM:

_____

Suzanne Bryant
City Attorney

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 25, 2013

TITLE: ADOPT RESOLUTION NO. 2013-60 APPROVING THE FIRST EXTENSION TO THE LOAN AGREEMENT FROM THE LIBRARY DEVELOPMENT IMPACT FEE FUND TO THE FACILITY CONSTRUCTION FUND

RECOMMENDED ACTION

Recommendations:

1. Adopt Resolution 2013-60. A Resolution of the City Council of the City of Moreno Valley, California, approving the First Extension to the Loan Agreement between the City of Moreno Valley Library Development Impact Fee Fund and the City of Moreno Valley Facility Construction Fund in the amount of $4,000,000 plus interest for the FY 2012/13 period extending the repayment term to June 30, 2014.

2. Authorize the City Manager to execute the First Extension to Loan Agreement for the interfund loan from the Library Development Impact Fee Fund to the Facility Construction Fund.

BACKGROUND

The City Council has approved the levy of a fee to mitigate the impacts of new development on Library services pursuant to the California Mitigation Fee Act. These fees are collected and recorded in a separate fund pending use of the funds to be combined with other funds to build a new Library facility at the City's Civic Center site. This project is included in the City's Capital Improvement Plan and is targeted to be funded and built when the City has operating funds to support the added operating cost of the larger Library facility. The balance of funds in the Library Development Impact Fee (DIF) fund at the time of the loan was $4,197,023.

DISCUSSION

The City Council approved the Economic Development Action Plan on April 26, 2011. This plan identified the need for funding to complete the re-sequencing of capital projects to facilitate the acceleration of certain capital projects. These projects are intended to energize development to create jobs and increase the tax base of the City. One of these projects was the Cactus Avenue from Lasselle Street to Nason Street and Nason Street from Cactus Avenue to Iris Avenue (the "Project"). Staff recommended a loan of funds in the amount of $4,000,000 from the Library DIF Fund to facilitate the funding and accelerated timing of the Project. The loan was recommended for a term consistent with the operating budget, to be repaid by June 30, 2013. Staff is proposing the loan be repaid from a combination of Measure A Sales Tax, State Gas Tax funds, Arterial DIF and Traffic Signal DIF funds.

Pursuant to the terms of the loan agreement, if the funds are not repaid by June 30, 2013, staff would present to City Council for reconsideration at that time. The City Council retains the option to repay the loan with General Fund revenues or fund balance if it so chooses.

Staff is recommending extension of the repayment of this loan to June 30, 2014.

ALTERNATIVES

1. Adopt proposed resolution approving the First Extension to Loan Agreement between the City of Moreno Valley Library Development Impact Fee Fund and the City of Moreno Valley Facility Construction Fund in the amount of $4,000,000 plus interest for the FY 2012/13 period extending the repayment term to June 30, 2014.

2. Do not adopt proposed resolution approving the First Extension to Loan Agreement between the City of Moreno Valley Library Development Impact Fee Fund and the City of Moreno Valley Facility Construction Fund in the amount of $4,000,000 plus interest for the FY 2012/13 period extending the repayment term to June 30, 2014.

FISCAL IMPACT

The approval of the extension to the loan agreement has only an interest bearing impact on the Library Development Impact Fee Fund and the Facility Construction Fund which is estimated and included in the Fiscal Year 2013/14 budget. The approved Capital Improvement Program for FY 2013/14 includes partial repayment of this loan in the amount of $750,000 from Measure A to begin in Fiscal Year 2014/15. Should this repayment not materialize as planned, the City Council may repay the funds during the fiscal year from other funds listed in the agreement, including General Fund fund balance. If this loan is not paid as planned, staff will return with loan repayment or loan agreement options for the Council to consider in June 2014.

SUMMARY

The City Council has approved an Economic Development Action Plan that has established goals to accelerate certain capital projects to energize development to increase jobs and improve the City's tax base as quickly as possible. One of the key elements of this plan was to immediately fund and start construction on the street improvements on Cactus Avenue from Lasselle to Nason and Nason Street from Cactus to Iris. Staff is recommending approval of this first amendment to the interfund loan in the amount of $4,000,000 plus accrued interest to facilitate additional time to accumulate funding to repay this loan.

ATTACHMENTS

Attachment 1: Proposed Resolution Authorizing a First Extension to the Interfund Loan between the Library Development Impact Fee Fund and the Facility Construction Fund

Exhibit A: First Extension to Loan Agreement authorizing a repayment extension to June 30, 2014

Prepared By:
Dena J. Heald
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE FIRST EXTENSION TO THE LOAN AGREEMENT BETWEEN THE LIBRARY DEVELOPMENT IMPACT FEE FUND AND THE FACILITY CONSTRUCTION FUND IN THE AMOUNT OF $4,000,000 PLUS INTEREST FOR THE PERIOD FY 2012/13

WHEREAS, the City Council levies a fee for the mitigation of the impacts of new development in the City's Library services pursuant to the California Mitigation Fee Act (California Government Code Section 66000 et. Seq.); and

WHEREAS, the City collects and records these fees in a separate fund called the Library Development Impact Fee Fund (Library DIF Fund); and

WHEREAS, the City has a collected balance of funds in the Library DIF Fund totaling $4,197,023 as of June 30, 2011; and

WHEREAS, the City does not intend to begin the Library project until sufficient funding is available for the entire project, which will not occur prior to June 30, 2013; and

WHEREAS, the City has a need to temporarily fund capital improvements included in the Economic Development Action Plan approved by the City Council on April 26, 2011, including the project that includes Cactus Avenue from Lasselle Street to Nason Street and Nason Street from Cactus Avenue to Iris Avenue (the "Project"); and

WHEREAS, the City desires to loan the Library DIF Funds to the City's Capital Construction Fund to temporarily fund the capital construction of the Project; and

WHEREAS, the City anticipates receiving future Measure A Sales Tax Allocations, State Gas Tax Allocations, Arterial Development Impact Fees, and Traffic Signal Impact Fees, which are intended to be used to repay the loan from the Library DIF Fund.

WHEREAS, the Amended Agreements, as extended, (First Extension Agreement) shall extend the repayment of the loan to June 30, 2014.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

BE IT RESOLVED that the First Extension to the Loan Agreement included as Exhibit A is hereby approved, authorizing the repayment of the loan balance of four million dollars ($4,000,000) plus interest for the period FY 2012/13 by June 30, 2014.

APPROVED AND ADOPTED this 25th day of June, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00207638

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-60 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

MV00207639

Exhibit A

FIRST EXTENSION TO LOAN AGREEMENT

The City of Moreno Valley is authorizing this **First Extension to the LOAN AGREEMENT** ("Agreement") that is an Interfund Loan entered into as of the eighth day of November, 2011, by and between the **CITY OF MORENO VALLEY LIBRARY DEVELOPMENT IMPACT FEE FUND** (Fund 2908) (herein the "Library DIF Fund") and the **CITY OF MORENO VALLEY FACILITY CONSTRUCTION FUND** (Fund 3000) (herein the "Facility Construction Fund").

AGREEMENT

1. The Capital Project Fund agrees to pay the City Library DIF Fund, with interest, the Loan Amount from the City Capital Projects Fund revenue sources identified as coming from the following sources:
    a. Measure A Sales Tax Allocations
    b. State Gas Tax Allocations
    c. Arterial Development Impact Fees
    d. Traffic Signal Development Impact Fees

2. Repayment of the funds will be extended to be repaid by June 30, 2014.

3. If the funds are not repaid on or before June 30, 2014 in full, the City Council will reconsider this matter and direct staff regarding payment of the outstanding balance, including consideration of repaying the loan from the City's General Fund.

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

CITY OF MORENO VALLEY

By: _____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 25, 2013

TITLE: ADOPT RESOLUTION NO. 2013-61 APPROVING THE FIRST EXTENSION TO THE LOAN AGREEMENT FROM THE CORPORATE YARD DEVELOPMENT IMPACT FEE FUND TO THE FACILITY CONSTRUCTION FUND

RECOMMENDED ACTION

Recommendations:

1. Adopt Resolution 2013-61. A Resolution of the City Council of the City of Moreno Valley, California Approving the First Extension to Loan Agreement from the City of Moreno Valley Corporate Yard Development Impact Fee Fund to the City of Moreno Valley Facility Construction Fund in the amount of $2,500,000 plus interest for the FY 2012/13 period extending the repayment term to June 30, 2014.

2. Authorize the City Manager to execute the First Extension to Loan Agreement for the interfund loan from the Corporate Yard Development Impact Fee Fund to the Facility Construction Fund.

BACKGROUND

The City Council has approved the levy of a fee to mitigate the impacts of new development on the Corporate Yard and related facilities pursuant to the California Mitigation Fee Act. These fees are collected and recorded in a separate fund pending use of the funds to be combined with other funds to build a new Corporate Yard facility at the City's current Corporate Yard site. This project is included in the City's Capital Improvement Plan and is targeted to be funded and built when the City has accumulated the additional capital funds for the construction of the larger Corporate

Yard facility. The balance of funds in the Corporate Yard Development Impact Fee (DIF) fund at the time of the loan was $2,571,396.

DISCUSSION

The City Council approved the Economic Development Action Plan on April 26, 2011. This plan identified the need for funding to complete the re-sequencing of capital projects to facilitate the acceleration of certain capital projects. These projects are intended to energize development to create jobs and increase the tax base of the City. One of these projects was the Cactus Avenue from Lasselle Street to Nason Street and Nason Street from Cactus Avenue to Iris Avenue (the "Project"). Staff recommended a loan of funds in the amount of $2,5000,000 from the Corporate Yard DIF Fund to facilitate the funding and accelerated timing of the Project. The loan was recommended for a term consistent with the operating budget, to be repaid by June 30, 2013. Staff is proposing the loan be repaid from a combination of Measure A Sales Tax, State Gas Tax funds, Arterial DIF and Traffic Signal DIF funds.

Pursuant to the terms of the loan agreement, if the funds are not repaid by June 30, 2013, staff would present to City Council for reconsideration at that time. The City Council retains the option to repay the loan with General Fund revenues or fund balance if it so chooses.

Staff is recommending extension of the repayment of this loan to June 30, 2014.

ALTERNATIVES

1. Adopt proposed resolution approving the First Extension to Loan Agreement from the City of Moreno Valley Corporate Yard Development Impact Fee Fund to the City of Moreno Valley Facility Construction Fund in the amount of $2,500,000 plus interest for the FY 2012-13 period extending the repayment term to June 30, 2014.

2. Do not adopt proposed resolution approving the First Extension to Loan Agreement from the City of Moreno Valley Corporate Yard Development Impact Fee Fund to the City of Moreno Valley Facility Construction Fund in the amount of $2,500,000 plus interest for the FY 2012-13 period extending the repayment term to June 30, 2014.

FISCAL IMPACT

The approval of the extension to the loan agreement has only an interest bearing impact on the Corporate Yard Development Impact Fee Fund and the Facility Construction Fund which is estimated and included in the Fiscal Year 2013/14 budget. The approved Capital Improvement Program for FY 2013/14 includes repayment of this loan in full from Gas Tax funds. Should this repayment not materialize as planned, the City Council may repay the funds during the fiscal year from other funds listed in the agreement, including General Fund fund balance. If this loan is not paid as planned, staff will return

with loan repayment or loan agreement options for the Council to consider in June 2014.

SUMMARY

The City Council has approved an Economic Development Action Plan that has established goals to accelerate certain capital projects to energize development to increase jobs and improve the City's tax base as quickly as possible. One of the key elements of this plan was to immediately fund and start construction on the street improvements on Cactus Avenue from Lasselle to Nason and Nason Street from Cactus to Iris. Staff is recommending approval of this first amendment to the interfund loan in the amount of $2,500,000 plus interest to facilitate additional time to accumulate funding to repay this loan.

ATTACHMENTS

Attachment 1: Proposed Resolution Authorizing a First Extension to the Interfund Loan between the Corporate Yard Development Impact Fee Fund and the Facility Construction Fund.

Exhibit A: First Extension to Loan Agreement authorizing a repayment extension to June 30, 2014.

Prepared By:
Dena J. Heald
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPOVING THE FIRST EXTENSION TO THE LOAN AGREEMENT FROM THE CORPORATE YARD DEVELOPMENT IMPACT FEE FUND TO THE FACILITY CONSTRUCTION FUND IN THE AMOUNT OF $2,500,000 PLUS INTEREST FOR THE FY 2012/13 PERIOD

WHEREAS, the City Council levies a fee for the mitigation of the impacts of new development on the City's Corporate Yard and related facilities pursuant to the California Mitigation Fee Act (California Government Code Section 66000 et. Seq.); and

WHEREAS, the City collects and records these fees in a separate fund called the Corporate Yard Development Impact Fee Fund (Corporate Yard DIF Fund); and

WHEREAS, the City has a collected balance of funds in the Corporate Yard DIF Fund totaling $2,571,396 as of June 30, 2011; and

WHEREAS, the City does not intend to begin the Corporate Yard project until sufficient funding is available for the entire project, which will not occur prior to June 30, 2013; and

WHEREAS, the City has a need to temporarily fund capital improvements included in the Economic Development Action Plan approved by the City Council on April 26, 2011, including the project that includes Cactus Avenue from Lasselle Street to Nason Street and Nason Street from Cactus Avenue to Iris Avenue (the "Project"); and

WHEREAS, the City desires to loan the Corporate Yard DIF Funds to the City's Capital Construction Fund to temporarily fund the capital construction of the Project; and

WHEREAS, the City anticipates receiving future Measure A Sales Tax Allocations, State Gas Tax Allocations, Arterial Development Impact Fees, and Traffic Signal Impact Fees, which are intended to be used to repay the loan from the Corporate Yard DIF Fund.

WHEREAS, the Amended Agreement, as extended, (First Extension Agreement) shall extend the repayment of the loan to June 30, 2014.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

BE IT RESOLVED that the First Extension to the Loan Agreement included as Exhibit A is hereby approved, authorizing the repayment of the loan balance of two million five hundred thousand dollars ($2,500,000) plus interest for the FY 2012/13 period by June 30, 2014.

APPROVED AND ADOPTED this 25TH day of June, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00207645

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-61 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of June 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Exhibit A

FIRST EXTENSION TO LOAN AGREEMENT

The City of Moreno Valley is authorizing this **First Extension to the existing LOAN AGREEMENT** ("Agreement") that was an Interfund Loan entered into as of the eighth day of November, 2011, authorizing the transfer of funds by and between the **CITY OF MORENO VALLEY CORPORATE YARD DEVELOPMENT IMPACT FEE FUND** (Fund 2910) (herein the "Corporate Yard DIF Fund") and the **CITY OF MORENO VALLEY FACILITY CONSTRUCTION FUND** (Fund 3000) (herein the "Facility Construction Fund").

AGREEMENT

1. The Capital Project Fund agrees to pay the Corporate Yard DIF Fund, with interest, the Loan Amount from the City Capital Projects Fund revenue sources identified as coming from the following sources:
    a. Measure A Sales Tax Allocations
    b. State Gas Tax Allocations
    c. Arterial Development Impact Fees
    d. Traffic Signal Development Impact Fees

2. Repayment of the funds will be extended to be repaid by June 30, 2014.

3. If the funds are not repaid on or before June 30, 2014 in full, the City Council will reconsider this matter and direct staff regarding payment of the outstanding balance, including consideration of repaying the loan from the City's General Fund.

4. It is the intent of the City Council that the actions authorized by this agreement not delay in any manner the construction of the complete Corporate Yard project to be funded from the Corporate Yard DIF funds.

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

CITY OF MORENO VALLEY

By:

_____

City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00207648

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Thomas M. DeSantis, Assistant City Manager

AGENDA DATE: June 25, 2013

TITLE: AMENDMENTS TO PERSONNEL POLICY 5.14 – MANAGEMENT CONTRACTS

RECOMMENDED ACTION

Recommendation:

1. Approve Personnel Policy 5.14 which updates terms for employment of at-will management employees.

BACKGROUND

Personnel Policy 5.14 prescribes terms for employment of at-will management employees. The recommended updates to the Policy expand its applicability to Division Managers and standardize severance terms.

DISCUSSION

When adopted in 2000, Personnel Policy 5.14 defined the at-will employment status of executive managers and City Attorney classifications.

The updated Policy, as recommended for the Council's approval, features several key provisions:

1. Severance provisions have been streamlined to:

a. Delete numerous restrictions applicable to separations "without cause" within prescribed timeframes following appointment of a new or interim City Manager (or City Attorney for City Attorney classifications).

b. Replace the aforementioned provisions, which could create extended/consecutive administrative leave periods for at-will employees released following a change in the appointing authority, with standardized severance terms.

c. Provide severance payments only upon receipt of a Comprehensive General Release signed by any employee separated "without cause."

d. Authorize the City Manager to address unique recruitment/retention issues within the parameters of Council-approved compensation levels.

2. Recognizing the evolution of the leadership role of Division Managers in achieving organizational goals, future appointments of Division Managers are to be made in an at-will capacity. Division Managers appointed prior to City Council approval of this Policy (designating such positions at-will), retain civil service status unless/until such status is voluntarily waived by said employees or upon entry into a new position which carries at-will status.

The language reflected in this Policy and carried forward into the sample Employment Agreements incorporated therein, are consistent with the underlying provisions of the City Attorney employment agreement recently approved by the City Council.

ALTERNATIVES

1. Approve the recommended updates to Personnel Policy 5.14 to update and streamline terms for employment of at-will management employees. *Staff recommends this alternative.*

2. Forego updates to Personnel Policy 5.14 and the recommended steps to streamline terms for employment of at-will management employees. *Staff does not recommend this alternative.*

FISCAL IMPACT

N/a

NOTIFICATION

Recognizing applicability of the proposed Policy updates to Division Manager employees, staff Met and Conferred with the Moreno Valley Management Association on March 18, 2013.

ATTACHMENTS

Personnel Policy 5.14

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

MANAGEMENT CONTRACTS

PURPOSE: The purpose of this policy is to define the at-will employment relationship of the City Manager, City Attorney, City Clerk, executive managers, division managers, Assistant City Attorney and Deputy City Attorney I/II/III; to establish guidelines for executive and division management contracts.

DEFINITIONS:

At-Will Employment. At-will employees serve at the pleasure of the employer. Those who serve at-will may be terminated from service at any time, without notice, cause or rights of appeal, as outlined in the Employment Agreement.

Executive Managers. As the term is used in this policy, "executive management" refers to certain appointed officials who are appointed by the City Manager. Excluded from this definition are the City Manager, City Attorney, and City Clerk, as these officials are appointed by the City Council.

Division Managers. As the term is used in this policy, "division management" refers to individuals appointed to positions so designated by Classification Specification and described in the City's Personnel Rules and Regulations. Also included in this definition are the Assistant City Attorney and those employed as Deputy City Attorney I/II/III. Division Managers appointed prior to City Council approval of this Policy (designating such positions at-will), retain civil service status unless/until such status is voluntarily waived by said employees or upon entry into a new position which carries at-will status.

POLICY:

I. At-Will Employment

It shall be the policy of the City that individuals serving in the following positions shall be employed as at-will employees, serving at the will of their respective employer:

City Manager
City Attorney
City Clerk
Assistant City Manager
Deputy City Manager
Department Heads (also referred to as executive managers)
Division Managers
Assistant City Attorney
Deputy City Attorney I, II and III

II. Employment Contracts

It shall be the policy of the City that all executive and division managers, as well as those serving in attorney classifications shall be employed under contract. Such contract shall stipulate the employment relationship and significant conditions of employment between the two parties. Contracts with the City Manager, City Attorney, and City Clerk will be negotiated with City Council. Contracts with the Assistant City Attorney and Deputy City Attorney I, II and III will be negotiated with the City Attorney. Contracts with Executive and Division Managers shall be negotiated with the City Manager.

III. Executive and Division Management Contracts

A. Effective with the adoption of this policy, all Executive and Division managers (to include Assistant and Deputy City Attorneys) shall be employed with a Management Contract. Standard contracts are attached hereto and incorporated into this policy by reference.

B. The City Manager shall have the authority to approve the standard Executive and Division Management Contract. The City Attorney shall have the authority to approve the standard Division Management Contract for Assistant/Deputy City Attorneys.

C. Consistent with the Personnel Rules and Regulations, within the general parameters of the standard Contract and consistent with City Policies, the City Manager shall have the authority to approve certain added incentives to aid in the recruitment/retention of At Will employees. Such inducements would generally include placement/movement among higher steps within the Council approved Salary Range, authorization of moving expenses (in rare circumstances), additional vacation or sick leave, vehicle use, cafeteria benefit tier placement to recognize prior service with the City or comparable public agencies, and educational expenses.

D. The City Council approval shall be required for contracts wherein the conditions of employment differ substantially from the standard Executive Management Contract attached hereto.

EMPLOYMENT AGREEMENT (Executive Employees) (SAMPLE)

This Employment Agreement (hereafter referred to herein as "Agreement") is made and entered into this ____ day of ____, 20__, by and between the City of Moreno Valley, California (hereafter referred to herein as "CITY"), a California municipal corporation and general law city, and _____ (hereafter referred to herein as "EMPLOYEE"), an individual, on the following terms and conditions:

RECITALS

A. CITY, by and through the City Manager, desires to employ the services of Employee as _____ of CITY; and

B. _____ desires to accept employment as _____ in consideration of and subject to the terms and conditions set forth in this Agreement.

OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the parties agree as follows:

1. Position and Duties.

1.1 Position. EMPLOYEE accepts employment with CITY as its _____ and shall perform all functions, duties and services set forth in Section 1.4 [Duties] of this Agreement. EMPLOYEE shall provide services at the direction and under the supervision of the City Manager of CITY.

1.2 Duties. The duties of EMPLOYEE shall be as determined by the City Manager, generally in conformance with the job description attached hereto and incorporated herein as though set forth in full as Attachment A to this Agreement. EMPLOYEE shall devote his/her best efforts and full-time attention to the performance of these duties.

1.3 Hours of Work. EMPLOYEE shall devote the time necessary to adequately perform his/her assigned duties. The work schedule shall be the same as the schedule in place for all other Executive Managers of CITY, provided the schedule of such hours provides adequate availability during normal business hours and for the performance of his/her duties in conducting CITY business. The position of _____ shall be deemed an exempt position under applicable wage and hour law. EMPLOYEE hereby acknowledges that he/she shall not be entitled to any compensation for overtime.

1.4 Professional Activity. The City Manager desires EMPLOYEE to be reasonably active in national, statewide, regional and professional organizations that will contribute to his/her professional development and standing and that will contribute to the advancement of the CITY's interests and standing. Toward that end, EMPLOYEE may, upon advance notice to the City Manager, undertake such activities as are directly related to his/her professional development and that advance the interests and standing of the CITY, provided that such activities do not in any way interfere with or adversely affect his/her employment as _____ or the performance of his/her duties as provided herein. CITY agrees to reimburse EMPLOYEE'S reasonable and necessary travel, business and subsistence expenses for his/her activities as provided for in the City's Administrative Policies.

1.5 Other Activity. In accordance with Government Code Section 1126, during the period of his/her employment, EMPLOYEE shall not accept, without the express prior written consent of the City Manager, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity (except as permitted under Section 1.6 [Professional Activity], regardless of whether for pecuniary advantage, that is or may be competitive with the CITY, that might cause a conflict-of-interest with the CITY, or that otherwise might interfere with the business or operation of the CITY or the satisfactory performance of EMPLOYEE'S duties.

2. Term.

2.1 Term. The term of this Agreement shall commence on _____ (Commencement Date), upon being executed by EMPLOYEE and approved by the City Manager. This Agreement shall remain in effect until such time as this Agreement is terminated pursuant to Section 4, below.

2.2 At-Will Employment. EMPLOYEE acknowledges that he/she is an at-will employee of CITY who shall serve at the pleasure of the City Manager at all times during the period of his/her service under this Agreement. The terms and provisions of CITY's personnel rules, policies, procedures, ordinances and resolutions applicable to at-will employees shall also apply to EMPLOYEE, and he/she shall be entitled to all benefits and rights afforded to other Executive Management (as defined in the City's Personnel Rules) of CITY, except to the extent provided by this Agreement, and, in the case of any conflict between this Agreement, and the Personnel Rules, policies, procedures, ordinances and resolution, the terms of this Agreement shall prevail. Notwithstanding the application of the City's Personnel Rules to this Agreement, and without limitation, EMPLOYEE shall have no rights under sections 9, 10, 11 and 12 of the Personnel Rules. Nothing in this Agreement is intended to, or does, confer upon EMPLOYEE any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Manager to terminate his/her employment, except as is expressly provided in Section 4 [Termination] of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of

EMPLOYEE as provided in Section 4 [Termination]. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from this position with CITY, subject only to the provisions set forth in Section 4 [Termination] of this Agreement. This at-will employment Agreement shall be expressly subject to the rights and obligations of CITY and EMPLOYEE, as set forth in Section 4 [Termination] herein.

3. Compensation.

3.1 Salary. For all services performed by EMPLOYEE as the _____ under this Agreement, CITY shall pay EMPLOYEE compensation in accordance with the adopted salary schedule for the position, plus all other compensation benefits afforded by CITY to other full time Executive Management employees. EMPLOYEE shall be entitled to all cost of living and other salary and benefit adjustments implemented by the CITY as applicable to other full time Executive Management employees, to include City's employee furlough program and eligibility for Merit Increases (Section 3.3). The starting salary shall be _____ dollars ($_____) per month, paid bi-weekly according to the payroll schedule in place for CITY employees. All compensation and leave policies applicable to Executive Management employees as contained in CITY'S Personnel Rules and Regulations shall apply.

3.2 Annual Leave. All compensation and leave policies applicable to Executive Management as contained in the City's Personnel Rules and Regulations, Sections 7 and 14, shall apply. EMPLOYEE shall annually accrue _____ hours of Annual Leave, allocated at a rate of _____ hours per pay period. Annual Leave shall be subject to CITY's Personnel Rules and Regulations as they apply to other Executive Management employees.

3.3 Automobile Allowance. EMPLOYEE shall be entitled to an automobile allowance as compensation for the use of personal automobile(s) for CITY business as provided for in CITY policies. This monthly allowance shall equal the amount provided to other Executive Management employees, and is currently five hundred dollars ($500) per month. In addition, EMPLOYEE shall be entitled to excess mileage reimbursement according to adopted CITY policies for any qualifying trip in the course and scope of employment.

4. Termination.

4.1 The City Manager may terminate EMPLOYEE'S employment, and this Agreement "for cause" at any time upon written notice. "For cause" is defined as any of the following:
(i) an act in bad faith and to the detriment of the City; (ii) refusal or failure to act in accordance with any specific lawful direction or order of the City Manager; (iii) unfitness or unavailability for service that exceeds thirty (30) consecutive calendar days and is not the result of any excused illness or medical condition; (iv) commission of an act involving moral turpitude or other acts which harm the reputation of or interests of the City; (v) habitual

neglect of responsibilities, or incompetence; (vi) a conviction of a felony or other crime punishable by jail or imprisonment in the jurisdiction involved (or entry of a plea of guilty or *nolo contendere* with respect to any such crime); (vii) possession of, use of, or working while under the influence of alcoholic beverages or other non-prescribed controlled substances or abuse/misuse of lawfully prescribed controlled substances during working hours; (viii) engaging in an actual conflict of interest; (ix) commission of acts of theft, embezzlement, or fraud; (x) acceptance of bribes or extortion; (xi) material breach of this Agreement by EMPLOYEE. If this Agreement is terminated by the City Manager "for cause," EMPLOYEE'S employment shall be deemed immediately terminated and EMPLOYEE shall surrender all CITY keys, computer passwords, and other CITY property entrusted to EMPLOYEE for the purposes of the discharge of his/her duties. Upon termination for cause, EMPLOYEE shall have no recourse under this AGREEMENT or any administrative procedure for purposes of challenging the termination action.

4.2 In the event EMPLOYEE is terminated "without cause" or asked to resign during such time that EMPLOYEE is willing and able to perform the Duties [Section 2.4] under this Agreement, then CITY agrees, upon receipt of a Comprehensive General Release and Settlement Agreement in the standard form signed by EMPLOYEE, to pay EMPLOYEE a lump sum cash payment equal to 12 months of Salary and benefits [Section 3.1] as severance pay.

4.3 EMPLOYEE shall receive a lump sum payout of any unpaid accruals of Annual Leave [Section 3.2] and Sick Leave upon termination of employment for any reason pursuant to CITY policies.

4.4 EMPLOYEE shall not be entitled to any increases in Salary [Section 3.1], or benefits afforded by CITY to other Executive Management employees following the date of termination.

4.5 This Agreement may be terminated by EMPLOYEE at any time upon 45 days written notice to the City Manager. If such written notice is given, the City has the option to ask EMPLOYEE to leave his/her position sooner than the expiration of 45 days, but, if it does so, the City will continue to honor its obligations under this Agreement until expiration of the 45-day period.

4.6 EMPLOYEE'S employment and this Agreement shall terminate automatically upon EMPLOYEE'S death. In this event, the City shall pay the beneficiary designated by EMPLOYEE in writing, or in the absence of such designation, EMPLOYEE'S estate, his/her accrued and unpaid compensation, and all accrued but unused benefits, if any, through the date of EMPLOYEE'S death.

4.7 If EMPLOYEE becomes disabled and requires accommodation to permit him/her to perform the essential functions of the position, the City shall provide reasonable accommodation if possible and unless doing so creates undue hardship for the City.

5. Proprietary Information.

"Proprietary Information" is all information and any idea pertaining to any economic development engaged in or contemplated by the City (or any CITY affiliate), including marketing plans and development projects. Proprietary Information shall include, without limitation, trade secrets (as further defined in Uniform Trade Secrets Act, Civil Code §3426 et seq.), ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, and forecasts. During his/her employment by CITY, EMPLOYEE shall only use Proprietary Information for the benefit of CITY and as is or may be necessary to perform his/her job responsibilities under this Agreement. Following termination, EMPLOYEE shall not use or disclose any Proprietary Information for the benefit of himself/herself or any third party, except with the express written consent of CITY. EMPLOYEE'S obligations under this Section shall survive the termination of his/her employment and the termination of this Agreement.

6. Conflict Of Interest.

EMPLOYEE represents and warrants to CITY that he/she presently has no interest, and represents that he/she will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of his/her services under this Agreement.

7. General Provisions.

7.1 Vehicle Operation. EMPLOYEE shall operate any vehicle used in connection with the performance of his/her duties in a safe manner and otherwise in observance of all established traffic safety laws and ordinances and shall maintain a valid California automobile's driver's license during the period of employment. In addition, EMPLOYEE shall maintain in full force and effect during the Term of this Agreement, valid automobile liability insurance providing coverage for collision, personal injury and medical reimbursement, in accordance with the City's Administrative Policy.

7.2 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and at the last known address maintained in EMPLOYEE'S personnel file. EMPLOYEE agrees to notify CITY in writing of any change in his/her address during his/her employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

City's Notice Address: City of Moreno Valley c/o City Manager
P.O. Box 88005 14177 Frederick Street Moreno Valley, California 92552-0805

EMPLOYEE'S Address: [Deliver to last updated address in personnel file]

7.3 Indemnification. Subject to, in accordance with, and to the extent provided by the California Tort Claims Act [Government Code Section 810 *et* seq.] the CITY will indemnify, defend, and hold EMPLOYEE harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission associated with EMPLOYEE'S performance of functions, duties and services set forth in this Agreement.

7.4 Bonding. The CITY shall bear the full cost of any fidelity or other bonds required of EMPLOYEE under any law or ordinance.

7.5 Integration. This Agreement is intended to be the final, complete, and exclusive statement of the terms of EMPLOYEE'S employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of EMPLOYEE, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to EMPLOYEE and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

7.6 Amendments. This Agreement may not be amended, altered or modified, except in a written document signed by EMPLOYEE, and signed by the City Manager.

7.7 Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

7.8 Assignment. EMPLOYEE shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to EMPLOYEE, assign its rights and obligations hereunder.

7.9 Severability. If a court holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

7.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue proper only in Riverside County, State of California.

7.11 Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit or against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.

7.12 Acknowledgment. EMPLOYEE acknowledges that he/she has had the

opportunity to consult legal counsel in regard to this Agreement, that he/she has read and understands this Agreement, that he/she is fully aware of its legal effect, and that he/she has entered into it freely and voluntarily and based on his/her own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, the CITY has caused this Agreement to be signed and executed on its behalf by its City Manager, and EMPLOYEE has signed and executed this Agreement, as of the date first indicated above.

Date: _____ _____
Employee

CITY OF MORENO VALLEY

Date: _____ By: _____
City Manager

EMPLOYMENT AGREEMENT
(Division Management and Assistant/Deputy City Attorney Employees)
(SAMPLE)

Note: When used for the positions of Assistant/Deputy City Attorney, the standard Agreement will reflect at-will service under supervision of the City Attorney.

This Employment Agreement (hereafter referred to herein as "Agreement") is made and entered into this ____ day of ____, 20__, by and between the City of Moreno Valley, California (hereafter referred to herein as "CITY"), a California municipal corporation and general law city, and _____ (hereafter referred to herein as "EMPLOYEE"), an individual, on the following terms and conditions:

RECITALS

A. CITY, by and through the City Manager, desires to employ the services of Employee as _____ of CITY; and

B. _____ desires to accept employment as _____ in consideration of and subject to the terms and conditions set forth in this Agreement.

OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the parties agree as follows:

1. Position and Duties.

1.1 Position. EMPLOYEE accepts employment with CITY as its _____ and shall perform all functions, duties and services set forth in Section 1.4 [Duties] of this Agreement. EMPLOYEE shall provide services at the direction and under the supervision of the City Manager of CITY.

1.2 Duties. The duties of EMPLOYEE shall be as determined by the City Manager, generally in conformance with the job description attached hereto and incorporated herein as though set forth in full as Attachment A to this Agreement. EMPLOYEE shall devote his/her best efforts and full-time attention to the performance of these duties.

1.3 Hours of Work. EMPLOYEE shall devote the time necessary to adequately perform his/her assigned duties. The work schedule shall be the same as the schedule in place for all other Division Managers of CITY, provided the schedule of such hours provides adequate availability during normal business hours and for the performance of his/her duties in conducting CITY business. The position of _____ shall be deemed an

exempt position under applicable wage and hour law. EMPLOYEE hereby acknowledges that he/she shall not be entitled to any compensation for overtime.

1.4 Professional Activity. The City Manager desires EMPLOYEE to be reasonably active in national, statewide, regional and professional organizations that will contribute to his/her professional development and standing and that will contribute to the advancement of the CITY's interests and standing. Toward that end, EMPLOYEE may, upon advance notice to the City Manager, undertake such activities as are directly related to his/her professional development and that advance the interests and standing of the CITY, provided that such activities do not in any way interfere with or adversely affect his/her employment as _____ or the performance of his/her duties as provided herein. CITY agrees to reimburse EMPLOYEE'S reasonable and necessary travel, business and subsistence expenses for his/her activities as provided for in the City's Administrative Policies.

1.5 Other Activity. In accordance with Government Code Section 1126, during the period of his/her employment, EMPLOYEE shall not accept, without the express prior written consent of the City Manager, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity (except as permitted under Section 1.6 [Professional Activity], regardless of whether for pecuniary advantage, that is or may be competitive with the CITY, that might cause a conflict-of-interest with the CITY, or that otherwise might interfere with the business or operation of the CITY or the satisfactory performance of EMPLOYEE'S duties.

2. Term.

2.1 Term. The term of this Agreement shall commence on _____ (Commencement Date), upon being executed by EMPLOYEE and approved by the City Manager. This Agreement shall remain in effect until such time as this Agreement is terminated pursuant to Section 4, below.

2.2 At-Will Employment. EMPLOYEE acknowledges that he/she is an at-will employee of CITY who shall serve at the pleasure of the City Manager at all times during the period of his/her service under this Agreement. The terms and provisions of CITY's personnel rules, policies, procedures, ordinances and resolutions applicable to at-will employees shall also apply to EMPLOYEE, and he/she shall be entitled to all benefits and rights afforded to other Division Management (as defined in the City's Personnel Rules) of CITY, except to the extent provided by this Agreement, and, in the case of any conflict between this Agreement, and the Personnel Rules, policies, procedures, ordinances and resolution, the terms of this Agreement shall prevail. Notwithstanding the application of the City's Personnel Rules to this Agreement, and without limitation, EMPLOYEE shall have no rights under sections 9, 10, 11 and 12 of the Personnel Rules. Nothing in this Agreement is intended to, or does, confer upon EMPLOYEE any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by

the City Manager to terminate his/her employment, except as is expressly provided in Section 4 [Termination] of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of EMPLOYEE as provided in Section 4 [Termination]. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from this position with CITY, subject only to the provisions set forth in Section 4 [Termination] of this Agreement. This at-will employment Agreement shall be expressly subject to the rights and obligations of CITY and EMPLOYEE, as set forth in Section 4 [Termination] herein.

3. Compensation.

3.1 Salary. For all services performed by EMPLOYEE as the _____ under this Agreement, CITY shall pay EMPLOYEE compensation in accordance with the adopted salary schedule for the position, plus all other compensation benefits afforded by CITY to other full time Division Management employees. EMPLOYEE shall be entitled to all cost of living and other salary and benefit adjustments implemented by the CITY as applicable to other full time Division Management employees, to include City's employee furlough program and eligibility for Merit Increases (Section 3.3). The starting salary shall be _____ dollars ($_____) per month, paid bi-weekly according to the payroll schedule in place for CITY employees. All compensation and leave policies applicable to Division Management employees as contained in CITY'S Personnel Rules and Regulations shall apply.

3.2 Annual Leave. All compensation and leave policies applicable to Division Management as contained in the City's Personnel Rules and Regulations, Sections 7 and 14, shall apply. EMPLOYEE shall annually accrue _____ hours of Annual Leave, allocated at a rate of _____ hours per pay period. Annual Leave shall be subject to CITY's Personnel Rules and Regulations as they apply to other Division Management employees.

3.3 Automobile Allowance. EMPLOYEE shall be entitled to an automobile allowance as compensation for the use of personal automobile(s) for CITY business as provided for in CITY policies. This monthly allowance shall equal the amount provided to other Division Management employees, and is currently three-hundred-fifty dollars ($350) per month. In addition, EMPLOYEE shall be entitled to excess mileage reimbursement according to adopted CITY policies for any qualifying trip in the course and scope of employment.

4. Termination.

4.1 The City Manager may terminate EMPLOYEE'S employment, and this Agreement "for cause" at any time upon written notice. "For cause" is defined as any of the following:
(i) an act in bad faith and to the detriment of the City; (ii) refusal or failure to act in accordance with any specific lawful direction or order of the City Attorney that is not in conflict with the Rules of Professional Conduct and/or the Legal Canon of Ethics for

attorneys in the State of California (as applicable); (iii) unfitness or unavailability for service that exceeds thirty (30) consecutive calendar days and is not the result of any excused illness or medical condition; (iv) commission of an act involving moral turpitude or other acts which harm the reputation of or interests of the City; (v) habitual neglect of responsibilities, or incompetence; (vi) a conviction of a felony or other crime punishable by jail or imprisonment in the jurisdiction involved (or entry of a plea of guilty or *nolo contendere* with respect to any such crime); (vii) possession of, use of, or working while under the influence of alcoholic beverages or other non-prescribed controlled substances or abuse/misuse of lawfully prescribed controlled substances during working hours; (viii) engaging in an actual conflict of interest; (ix) commission of acts of theft, embezzlement, or fraud; (x) acceptance of bribes or extortion; (xi) imposition of professional discipline by the State Bar of California resulting in suspension or disbarment; or (xii) material breach of this Agreement by EMPLOYEE. If this Agreement is terminated by the City Manager "for cause," EMPLOYEE'S employment shall be deemed immediately terminated and EMPLOYEE shall surrender all CITY keys, computer passwords, and other CITY property entrusted to EMPLOYEE for the purposes of the discharge of his/her duties. Upon termination for cause, EMPLOYEE shall have no recourse under this AGREEMENT or any administrative procedure for purposes of challenging the termination action.

4.2 In the event EMPLOYEE is terminated "without cause" or asked to resign during such time that EMPLOYEE is willing and able to perform the Duties [Section 2.4] under this Agreement, then CITY agrees, upon receipt of a Comprehensive General Release and Settlement Agreement in the standard form signed by EMPLOYEE, to pay EMPLOYEE a lump sum cash payment equal to 6 months of Salary and benefits [Section 3.1] as severance pay.

4.3 EMPLOYEE shall receive a lump sum payout of any unpaid accruals of Annual Leave [Section 3.2] and Sick Leave upon termination of employment for any reason pursuant to CITY policies.

4.4 EMPLOYEE shall not be entitled to any increases in Salary [Section 3.1], or benefits afforded by CITY to other Division Management employees following the date of termination.

4.5 This Agreement may be terminated by EMPLOYEE at any time upon 45 days written notice to the City Manager. If such written notice is given, the City has the option to ask EMPLOYEE to leave his/her position sooner than the expiration of 45 days, but, if it does so, the City will continue to honor its obligations under this Agreement until expiration of the 45-day period.

4.6 EMPLOYEE'S employment and this Agreement shall terminate automatically upon EMPLOYEE'S death. In this event, the City shall pay the beneficiary designated by EMPLOYEE in writing, or in the absence of such designation, EMPLOYEE'S estate, his/her accrued and unpaid compensation, and all accrued but unused benefits, if any, through the

date of EMPLOYEE'S death.

4.7 If EMPLOYEE becomes disabled and requires accommodation to permit his/her to perform the essential functions of the position, the City shall provide reasonable accommodation if possible and unless doing so creates undue hardship for the City.

5. Proprietary Information.

"Proprietary Information" is all information and any idea pertaining to any economic development engaged in or contemplated by the City (or any CITY affiliate), including marketing plans and development projects. Proprietary Information shall include, without limitation, trade secrets (as further defined in Uniform Trade Secrets Act, Civil Code §3426 et seq.), ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, and forecasts. During his/her employment by CITY, EMPLOYEE shall only use Proprietary Information for the benefit of CITY and as is or may be necessary to perform his/her job responsibilities under this Agreement. Following termination, EMPLOYEE shall not use or disclose any Proprietary Information for the benefit of himself/herself or any third party, except with the express written consent of CITY. EMPLOYEE'S obligations under this Section shall survive the termination of his/her employment and the termination of this Agreement.

6. Conflict Of Interest.

EMPLOYEE represents and warrants to CITY that he/she presently has no interest, and represents that he/she will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of his/her services under this Agreement.

7. General Provisions.

7.1 Vehicle Operation. EMPLOYEE shall operate any vehicle used in connection with the performance of his/her duties in a safe manner and otherwise in observance of all established traffic safety laws and ordinances and shall maintain a valid California automobile's driver's license during the period of employment. In addition, EMPLOYEE shall maintain in full force and effect during the Term of this Agreement, valid automobile liability insurance providing coverage for collision, personal injury and medical reimbursement, in accordance with the City's Administrative Policy.

7.2 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and at the last known address maintained in EMPLOYEE'S personnel file. EMPLOYEE agrees to notify CITY in writing of any change in his/her address during his/her employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

City's Notice Address: City of Moreno Valley c/o City Manager
P.O. Box 88005 14177 Frederick Street Moreno Valley, California 92552-0805

EMPLOYEE'S Address: [Deliver to last updated address in personnel file]

7.3 Indemnification. Subject to, in accordance with, and to the extent provided by the California Tort Claims Act [Government Code Section 810 *et* seq.] the CITY will indemnify, defend, and hold EMPLOYEE harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission associated with EMPLOYEE'S performance of functions, duties and services set forth in this Agreement.

7.4 Bonding. The CITY shall bear the full cost of any fidelity or other bonds required of EMPLOYEE under any law or ordinance.

7.5 Integration. This Agreement is intended to be the final, complete, and exclusive statement of the terms of EMPLOYEE'S employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of EMPLOYEE, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to EMPLOYEE and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

7.6 Amendments. This Agreement may not be amended, altered or modified, except in a written document signed by EMPLOYEE, and signed by the City Manager.

7.7 Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

7.8 Assignment. EMPLOYEE shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to EMPLOYEE, assign its rights and obligations hereunder.

7.9 Severability. If a court holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

7.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue proper only in Riverside County, State of California.

7.11 Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit or

against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.

7.12 Acknowledgment. EMPLOYEE acknowledges that he/she has had the opportunity to consult legal counsel in regard to this Agreement, that he/she has read and understands this Agreement, that he/she is fully aware of its legal effect, and that he/she has entered into it freely and voluntarily and based on his/her own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, the CITY has caused this Agreement to be signed and executed on its behalf by its City Manager, and EMPLOYEE has signed and executed this Agreement, as of the date first indicated above.

Date: _____ _____
Employee

CITY OF MORENO VALLEY

Date: _____ By: _____
City Manager

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Suzanne M. Bryant, City Attorney

AGENDA DATE: June 25, 2013

TITLE: APPROVAL OF EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND MICHELLE DAWSON FOR THE POSITION OF CITY MANAGER

RECOMMENDED ACTION

Recommendation:

1. Approve the Employment Agreement between the City of Moreno Valley and Michelle Dawson for the position of City Manager.

DISCUSSION

On May 14, 2013, the City Council appointed Michelle Dawson to serve as City Manager. An Employment Agreement is presented to the City Council consistent with Personnel Policy 514.

Major elements of the proposed Employment Agreement are listed below.

Term: 5-years

Annual Salary: $230,000 (Reduced to $207,000 via 10% furlough or $218,500 under 5% furlough; previous City Manager's contract was not affected by the City's furlough program.)

Benefits: Benefit formulas identical to those provided to all other executive management employees, parity with salary and benefit adjustments implemented for other executive managers (e.g. COLAs, furlough, etc.)

Termination Provisions:

- For Cause: Requires 3 votes of Council to terminate with cause. No severance benefits associated with termination for cause.

- Without Cause: Requires 4 votes of Council to terminate without cause. Severance payment to equal 12 months' salary/benefits, paid only upon receipt of a signed general release/settlement.

ALTERNATIVES

1. Approve the Employment Agreement

2. Do not approve the Employment Agreement.

FISCAL IMPACT

The proposed salary and benefits are within the range established for the position and sufficient funds have been budgeted.

ATTACHMENTS

Attachment 1 – Employment Agreement between the City of Moreno Valley and Michelle Dawson for the position of City Manager

Prepared By: Suzanne M. Bryant
City Attorney

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

EMPLOYMENT AGREEMENT FOR THE POSITION OF CITY MANAGER

This Employment Agreement (hereafter referred to herein as "Agreement") is made and entered into this 25th day of June, 2013, by and between the City of Moreno Valley, California (hereafter referred to herein as "CITY"), a California municipal corporation and general law city, and Michelle Dawson (hereafter referred to herein as "DAWSON"), an individual, on the following terms and conditions:

RECITALS

A. CITY, by and through the City Council, desires to employ the services of DAWSON as City Manager of CITY, as provided by Chapter 2.08 of Title 2 of the City of Moreno Valley Municipal Code; and

B. DAWSON desires to accept employment as City Manager in consideration of and subject to the terms and conditions set forth in this Agreement.

OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the parties agree as follows:

1. Position, Term and Duties.

1.1 **Position.** Without any impact upon employee benefit levels based upon her original date of hire with the City of Moreno Valley, DAWSON relinquishes her prior position as Assistant City Manager and accepts employment with CITY as its City Manager and shall perform all functions, duties and services set forth in Section 1.4 [Duties] of this Agreement, Chapter 2.08 of Title 2 of the City of Moreno Valley Municipal Code, CITY ordinances, and state law. DAWSON shall provide services at the direction and under the supervision of the City Council of CITY.

1.2 **Term.**

A. The term of this Agreement shall commence on May 15, 2013 (Commencement Date), upon being executed by DAWSON and approved by the City Council.

B. The term of this Agreement shall be five (5) years from the Commencement Date unless terminated earlier pursuant to the provisions in Section 4 (Termination) of this Agreement.

C. If either party desires not to extend or renew this Agreement upon expiration of its five (5) year term, that party shall give written notice of intent not to extend or renew this Agreement no less than one hundred eighty (180) calendar days prior to expiration of its Term. If no such notice is given within such time period, this Agreement shall continue to be effective pursuant to its operative provisions, with the exception that the Term of the Agreement will not be for an additional five (5) years. Rather, this Agreement will continue in force on a day-to-day basis until the expiration of one hundred eighty (180) calendar days after either party does give

written notice of intent not to further extend or renew this Agreement, or until it is amended or extended by the parties in writing, or until it is otherwise Terminated in accordance with the provisions of Section 4 (Termination).

D. This provision for a five (5) year Term shall not be construed to supersede, modify or limit DAWSON's status as an at-will employee of CITY, or the amount or conditions of severance compensation as provided in Section 4 (Termination).

1.3 **At-Will Employment.** DAWSON acknowledges that she is an at-will employee of CITY who shall serve at the pleasure of the City Council at all times during the period of her service under this Agreement. The terms and provisions of CITY's personnel rules, policies, procedures, ordinances and resolutions applicable to At Will employees shall also apply to DAWSON, and she shall be entitled to all benefits and rights afforded to other Executive Management (as defined in the City's Personnel Rules) of CITY, except to the extent provided by this Agreement, and, in the case of any conflict between this Agreement, and the Personnel Rules, policies, procedures, ordinances and resolution, the terms of this Agreement shall prevail. Notwithstanding the application of the City's Personnel Rules to this Agreement, and without limitation, DAWSON shall have no rights under sections 9, 10, 11 and 12 of the Personnel Rules. Nothing in this Agreement is intended to, or does, confer upon DAWSON any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Council to terminate her employment, except as is expressly provided in Section 4 [Termination] of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of DAWSON as provided in Section 4 [Termination]. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of DAWSON to resign at any time from this position with CITY, subject only to the provisions set forth in Section 4 [Termination] of this Agreement. This at-will employment Agreement shall be expressly subject to the rights and obligations of CITY and DAWSON, as set forth in Section 4 [Termination] herein.

1.4 **Duties.** DAWSON shall serve as the City Manager and shall be vested with the powers, duties and responsibilities of the City Manager as set forth in the City's applicable ordinances and resolutions, and in Chapter 2.08 of Title 2 of the City of Moreno Valley Municipal Code, as may be amended from time to time, the terms of which are incorporated herein by reference. It is the intent of the City Council for the City Manager to function as the head of administration of the government of CITY under the direction and control of the City Council and be responsible for the efficient administration of all affairs of CITY which are under the control of the City Manager and to keep the City Council apprised of all significant issues affecting CITY. Toward that end, DAWSON shall report directly to the City Council and will periodically, or as may be specifically requested by the City Council, provide status reports to the City Council on her activities and those of CITY. Without additional compensation, DAWSON shall provide such other services as are customary and appropriate to the position of City Manager, including serving as Executive Director of the Moreno Valley Community Services District and the Moreno Valley Housing Authority, together with such additional services assigned from time to time by the City Council as may be consistent with California law and the City of Moreno Valley Municipal Code. DAWSON shall devote her best efforts and full-time attention to the performance of these duties.

1.5 **Hours of Work.** DAWSON shall devote the time necessary to adequately perform her duties as City Manager. The work schedule shall be the same as the schedule in place for all other

Executive Managers of CITY, provided the schedule of such hours provides adequate availability to the City Council, City Staff, and members of the community during normal business hours and for the performance of her duties in conducting CITY business. It is recognized that the City Manager must devote time outside of the normal work schedule on CITY business and it is understood that DAWSON will make herself available to conduct CITY business outside of the normal work schedule as is reasonable and necessary. The position of City Manager shall be deemed an exempt position under applicable wage and hour law. DAWSON hereby acknowledges that she shall not be entitled to any compensation for overtime.

1.6 **Professional Activity.** The City Council desires DAWSON to be reasonably active in national, statewide, regional and professional organizations that will contribute to City Manager's professional development and standing and that will contribute to the advancement of the CITY's interests and standing. Toward that end, DAWSON may, upon advance notice to the City Council, undertake such activities as are directly related to her professional development and that advance the interests and standing of the CITY. These activities may include, without limitation, participation in the California League of Cities, International City Management Association, or other similar national, statewide, regional or professional organizations, provided that such activities do not in any way interfere with or adversely affect her employment as City Manager or the performance of her duties as provided herein. CITY agrees to budget and pay for the reasonable dues and subscriptions of the City Manager necessary for her participation in such organizations. CITY agrees to reimburse DAWSON's reasonable and necessary travel, business and subsistence expenses for her activities as provided for in the City's Administrative Policies.

1.7 **Other Activity.** In accordance with Government Code Section 1126, during the period of her employment, DAWSON shall not accept, without the express prior written consent of the City Council, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity (except as permitted under Section 1.6 [Professional Activity], regardless of whether for pecuniary advantage, that is or may be competitive with the CITY, that might cause a conflict-of-interest with the CITY, or that otherwise might interfere with the business or operation of the CITY or the satisfactory performance of DAWSON's duties as City Manager.

2. Compensation.

2.1 **Salary.** For all services performed by DAWSON as the City Manager under this Agreement, CITY shall pay DAWSON a salary of Two Hundred Thirty Thousand dollars ($230,000) per year, plus all other compensation benefits afforded by CITY to other full time Executive Management employees. DAWSON shall be entitled to all cost of living and other salary and benefit adjustments implemented by the CITY as applicable to other full time Executive Management employees, to include City's employee furlough program and eligibility for Merit Increases (Section 3.3). The starting salary shall be nineteen thousand one hundred sixty seven dollars ($19,167) per month, paid bi-weekly according to the payroll schedule in place for CITY employees. All compensation and leave policies applicable to Executive Management employees as contained in CITY'S Personnel Rules and Regulations shall apply.

2.2 **Annual Leave**. All compensation and leave policies applicable to Executive Management as contained in the City's Personnel Rules and Regulations, Sections 7 and 14, shall apply. DAWSON shall annually accrue 376 hours of Annual Leave, allocated at a rate of 14.46 hours per pay period. Annual Leave shall be subject to CITY's Personnel Rules and Regulations as they apply to other Executive Management employees.

2.3 **Automobile Allowance.**

A. DAWSON shall be entitled to an automobile allowance as compensation for the use of personal automobile(s) for CITY business as provided for in CITY policies. This monthly allowance shall equal the amount provided to other Executive Management employees, and is currently five hundred dollars ($500.00) per month. In addition, DAWSON shall be entitled to excess mileage reimbursement according to adopted CITY policies for any qualifying trip in the course and scope of employment.

B. As provided in City Policy 6.25 (Section V), DAWSON is entitled to full use of a City vehicle in lieu of a monthly automobile allowance. Should DAWSON opt for a City vehicle, she will be responsible for all income tax liability associated with personal use.

3. Performance Evaluation.

3.1 The City Council shall review and evaluate DAWSON's performance at least once annually. Said review and evaluation shall be in accordance with specific criteria developed jointly between DAWSON and the City Council. Said criteria may be added to or deleted from as the City Council may determine from time to time in consultation with DAWSON. Further, the Mayor shall provide DAWSON with a summary written statement of the findings of the City Council and provide an adequate opportunity for DAWSON to discuss said evaluation with the entire City Council.

3.2 Annually, the City Council shall define such goals and performance objectives which they determine necessary for the proper function of the City Manager's Office and in the attainment of City Council goals and objectives, and shall further establish a relative priority among the various goals and objectives, said goals and objectives to be reduced to writing. Any such goals or objectives shall generally be attainable within the time limitations as specified and within City Manager Department budgets.

3.3 CITY agrees to consider an increase to DAWSON's Salary [Section 2.1] during said Performance Evaluation; however, any increase to Salary [Section 2.1] shall be at the sole discretion of the City Council.

4. Termination.

4.1 This Agreement may be terminated by DAWSON at any time upon 45 days written notice to the City Council. If such written notice is given, the City has the option to ask DAWSON to leave her position sooner than the expiration of 45 days, but, if it does so, the City will continue to honor its obligations under this Agreement until expiration of the 45-day period.

4.2 The City Council may terminate DAWSON'S employment, and this Agreement "without cause" at any time upon written notice upon affirmative vote by no fewer than four (4) members of the City Council. In the event DAWSON is terminated "without cause" or asked to resign during such time that DAWSON is willing and able to perform the Duties [Section 1.4] under this Agreement, then CITY agrees, upon receipt of a Comprehensive General Release and Settlement Agreement in the standard form signed by DAWSON, to pay DAWSON a lump sum cash payment equal to 12 months of Salary and benefits [Section 2.1] as severance pay.

4.3 The City Council may terminate DAWSON'S employment, and this Agreement "for cause" at any time upon written notice upon affirmative vote by no fewer than three (3) members of the City Council. "For cause" is defined as any of the following:
(i) an act in bad faith and to the detriment of the City; (ii) refusal or failure to act in accordance with any specific lawful direction or order of the City Council; (iii) unfitness or unavailability for service that exceeds thirty (30) consecutive calendar days and is not the result of any excused illness or medical condition; (iv) commission of an act involving moral turpitude or other acts which harm the reputation of or interests of the City; (v) habitual neglect of responsibilities, or incompetence; (vi) a conviction of a felony or other crime punishable by jail or imprisonment in the jurisdiction involved (or entry of a plea of guilty or *nolo contendere* with respect to any such crime); (vii) possession of, use of, or working while under the influence of alcoholic beverages or other non-prescribed controlled substances or abuse/misuse of lawfully prescribed controlled substances during working hours; (viii) engaging in an actual conflict of interest; (ix) commission of acts of theft, embezzlement, or fraud; (x) acceptance of bribes or extortion; or (xi) material breach of this Agreement by DAWSON. If this Agreement is terminated by the City Council "for cause," DAWSON's employment shall be deemed immediately terminated and DAWSON shall surrender all CITY keys, computer passwords, and other CITY property entrusted to DAWSON for the purposes of the discharge of her duties. Upon termination for cause, DAWSON shall have no recourse under this AGREEMENT or any administrative procedure for purposes of challenging the termination action.

4.4 DAWSON shall receive a lump sum payout of any unpaid accruals of Annual Leave [Section 2.2] and Sick Leave upon termination of employment for any reason pursuant to CITY policies.

4.5 DAWSON shall not be entitled to any increases in Salary [Section 2.1], or benefits afforded by CITY to other Executive Management employees following the date of termination.

4.6 DAWSON'S employment and this Agreement shall terminate automatically upon DAWSON'S death. In this event, the City shall pay the beneficiary designated by DAWSON in writing, or in the absence of such designation, DAWSON'S estate, her accrued and unpaid compensation, and all accrued but unused benefits, if any, through the date of DAWSON'S death.

4.7 If DAWSON becomes disabled and requires accommodation to permit her to perform the essential functions of the position, the City shall provide reasonable accommodation if possible and unless doing so creates undue hardship for the City.

5. Proprietary Information.

"Proprietary Information" is all information and any idea pertaining to any economic development engaged in or contemplated by the City (or any CITY affiliate), including marketing plans and development projects. Proprietary Information shall include, without limitation, trade secrets (as further defined in Uniform Trade Secrets Act, Civil Code §3426 et seq.), ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, and forecasts. During her employment by CITY, DAWSON shall only use Proprietary Information for the benefit of CITY and as is or may be necessary to perform her job responsibilities under this Agreement. Following termination, DAWSON shall not use or disclose any Proprietary Information for the benefit of herself or any third party, except with the express written consent of CITY. DAWSON's obligations under this Section shall survive the termination of her employment and the termination of this Agreement.

6. Conflict Of Interest.

DAWSON represents and warrants to CITY that she presently has no interest, and represents that she will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of her services under this Agreement.

7. General Provisions.

7.1 **Vehicle Operation.** DAWSON shall operate any vehicle used in connection with the performance of her duties as City Manager in a safe manner and otherwise in observance of all established traffic safety laws and ordinances and shall maintain a valid California automobile's driver's license during the period of employment. In addition, DAWSON shall maintain in full force and effect during the Term of this Agreement, valid automobile liability insurance providing coverage for collision, personal injury and medical reimbursement, in accordance with the City's Administrative Policy.

7.2 **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and at the last known address maintained in DAWSON's personnel file. DAWSON agrees to notify CITY in writing of any change in her address during her employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

City's Notice Address: City of Moreno Valley c/o City Manager
P.O. Box 88005 14177 Frederick Street Moreno Valley, California 92552-0805

City Manager's Address: [Deliver to last updated address in personnel file]

7.3 **Indemnification.** Subject to, in accordance with, and to the extent provided by the California Tort Claims Act [Government Code Section 810 *et* seq.] the CITY will indemnify, defend, and hold DAWSON harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission associated with DAWSON's performance of functions, duties and services set forth in this Agreement.

7.4 **Bonding.** The CITY shall bear the full cost of any fidelity or other bonds required of the City Manager under any law or ordinance.

7.5 **Integration.** This Agreement is intended to be the final, complete, and exclusive statement of the terms of DAWSON's employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of DAWSON, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to DAWSON and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

7.6 **Amendments.** This Agreement may not be amended, altered or modified, except in a written document signed by DAWSON, approved by the City Council and signed by the Mayor.

7.7 **Waiver.** Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

7.8 **Assignment.** DAWSON shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to DAWSON, assign its rights and obligations hereunder.

7.9 **Severability.** If a court holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

7.10 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue proper only in Riverside County, State of California.

7.11 Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit or against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.

7.12 Acknowledgment. DAWSON acknowledges that she has had the opportunity to consult legal counsel in regard to this Agreement, that she has read and understands this Agreement, that she is fully aware of its legal effect, and that she has entered into it freely and voluntarily and based on her own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, the CITY has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested to by its City Clerk, and DAWSON has signed and executed this Agreement, as of the date first indicated above.

Michelle Dawson	Tom Owings, Mayor
Jane Halstead, City Clerk	Suzanne Bryant, Acting City Attorney

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Thomas M. DeSantis, Assistant City Manager

AGENDA DATE: June 25, 2013

TITLE: REQUEST TO ESTABLISH THE BUILDING & NEIGHBORHOOD SERVICES DIVISION MANAGER POSITION

RECOMMENDED ACTION

Recommendation:

1. Adopt the new position, class specification and salary range of the Building & Neighborhood Services Division Manager in the Community & Economic Development Department.

BACKGROUND

In the Community and Economic Development Department (CEDD), the positions of Redevelopment & Neighborhood Programs Administrator, Building Division Manager and Code & Neighborhood Services Division Manager have been defunded due to budgetary constraints. To achieve required savings, CEDD has proposed creation of a new classification to oversee the activities of a consolidated work unit for Code and Building. The remaining Neighborhood Programs staff will report directly to the Community & Economic Development Director.

DISCUSSION

The Community and Economic Development Department has consolidated its operations from five divisions into the following three divisions:

- Building & Neighborhood Services Division
- Land Development
- Planning

The newly consolidated Building & Neighborhood Services Division will be overseen by a division manager, who will report to the CEDD Director. Human Resources staff has prepared the recommended class specification based upon a description of duties to be performed; the recommended salary level is commensurate with those duties and consistent with the City's salary structure.

ALTERNATIVES

1. Approve the Building & Neighborhood Services Division Manager position and establish the job title, class specification, and salary range for the new classification. *Staff recommends this alternative.*

2. Not approve the Building & Neighborhood Services Division Manager position. *Staff does not recommend this alternative.*

FISCAL IMPACT

In 2013 the City eliminated three management positions within the Community & Economic Development Department. The elimination of the three Division Manager positions that occurred has resulted in net annual savings of more than $400,000 in salary and benefits.

The salary grade for the Building & Neighborhood Service Division Manager position is proposed at Grade 34 ($105,313 - $148,274). This is one grade higher than the former Neighborhood Services Division Manager classification and the same salary grade as the defunded Building Division Manager position. The savings achieved through this consolidation of two formerly separate divisions into a single division were reflected in the FY 2013-14 Budget as approved by the City Council on June 11, 2013. No additional funds are required to create this proposed classification.

ATTACHMENT

Attachment "A" - Revised Class Specification

Prepared and Approved By:
Thomas M. DeSantis
Assistant City Manager

Concurred By:
John Terell
Interim Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

City of Moreno Valley

Date Council Approved_____
Date Effective _____

CLASS SPECIFICATION
Building & Neighborhood Services Division Manager

GENERAL PURPOSE

Under general direction, plans, directs, manages, integrates, evaluates and oversees a comprehensive municipal building inspection and code enforcement program to ensure compliance with federal, state and local building, housing, zoning and other related codes, ordinances and regulations; and performs related duties as assigned. This is a new position resulting from the combination of the Building & Safety and Code & Neighborhood Services division.

DISTINGUISHING CHARACTERISTICS

This single incumbent class is responsible for planning, directing, managing, integrating, evaluating and overseeing the day-to-day operations and activities of the Building & Neighborhood Services division, including building inspection, permit processing, plan checking and code compliance functions and services. With administrative direction and guidance from the Community & Economic Development Director, the incumbent carries out responsibilities and assignments that are broad in scope and require considerable independent judgment on issues which are complex, interpretive and evaluative in nature. Assignments are broad in scope and allow for a high degree of administrative discretion in their execution.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Plans, organizes, controls, manages and evaluates the work of the Building & Neighborhood Services division; with subordinate supervisors and staff, participates in establishing operational plans and initiatives to meet division goals and objectives; implements division's plans, work programs, processes, procedures and policies required to achieve overall division's performance results; coordinates and integrates division's functions and responsibilities to achieve optimal efficiency and effectiveness; participates in developing and monitoring performance against the annual division's budgets.

2. Plans and evaluates the performance of assigned staff; establishes performance requirements and personal development targets; monitors performance and provides coaching for performance improvement and development; provides or recommends compensation and other rewards to recognize performance; takes disciplinary action, up to and including termination, to address performance deficiencies, subject to management concurrence, in accordance with the City's human resources policies and procedures and labor contract provisions.

3. Provides day-to-day leadership and works with staff to ensure a high performance, customer service-oriented work environment which supports achieving City objectives and service expectations;

provides leadership and participates in programs and activities that promote a positive employee relations environment.

4. Directs, manages, evaluates and oversees the City's building inspection, permit processing, plan checking, code compliance programs and activities to ensure proper enforcement of federal, state and local building, housing and zoning codes and ordinances; analyzes, develops, implements and manages building and safety and code and neighborhood preservation programs and projects and determines priorities and scheduling; estimates personnel, resources and time required for program and project completion.

5. Ensures the proper administration and enforcement of the City's building, zoning, housing and related safety codes; manages and directs the preparation of new City ordinances and codes and the revision of existing ordinances and codes and initiates code adoption proceedings; interprets and enforces accessibility, ADA and energy regulations; determines appropriate acceptance of building materials and procedures for the City; approves building permit extensions and issues Certificates of Occupancy; conducts the most complex and difficult field inspections and plan checks.

6. Coordinates division projects and programs with other City divisions and departments; meets with business and community representatives, residents and other interested parties to encourage action or resolve building and safety problems and issues; interprets the division's functions, policies and plans to boards, commissions, community groups, contractors, homeowners and the public; assembles necessary resources to solve a broad range of building inspection and code compliance program and service delivery problems.

7. Monitors and keeps informed of current trends in the municipal building, safety and code enforcement field, evaluates their impact on division operations and recommends policy and procedural improvements.

8. Prepares complete, accurate and concise written technical reports and correspondence.

OTHER DUTIES

1. Provides disaster response services and damage assessments.

QUALIFICATIONS

Knowledge of:

1. Federal, state and local laws, regulations and court decisions applicable to assigned areas of responsibility.

2. Trends, approaches and problem-solving techniques used in municipal code inspection and code compliance programs.

3. City organization and the functions and practices of municipal building inspection, permit processing, plan checking and code compliance programs.

4. Modern methods of building construction and structural design concepts.

5. Research methods and statistical techniques and applications.

6. Principles and practices of effective management and supervision.
7. City human resources policies and procedures and labor contract provisions.

Ability to:

1. Plan, organize, direct, manage, evaluate and integrate comprehensive building inspection and code compliance programs and functions.
2. Understand, interpret, explain and apply federal, state and local law and regulations governing building inspection and code compliance services.
3. Analyze, research and compile technical and statistical information.
4. Communicate clearly and effectively, both orally and in writing.
5. Present proposals and recommendations clearly, logically and persuasively in public meetings.
6. Prepare clear, concise and comprehensive correspondence, reports, studies and other written materials.
7. Exercise sound, expert independent judgment within general policy guidelines.
8. Exercise tact and diplomacy in dealing with sensitive and complex issues and situations.
9. Establish and maintain effective working relationships with City management, staff, business and community groups, residents and others encountered in the course of work.

Education, Training and Experience:

A typical way of obtaining the knowledge, skills and abilities outlined above is graduation from a four-year college or university with a degree in public or business administration, engineering, architecture, construction management or a related field; and seven years of increasingly responsible professional experience in building inspection and/or code compliance services, at least three years of which were in a supervisory or program/project management capacity; or an equivalent combination of training and experience.

Licenses; Certificates; Special Requirements:

A valid California driver's license and the ability to maintain insurability under the City's vehicle insurance policy.

Current, valid certification as a Building Official (BO) from the International Code Council (ICC).

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this job, the employee is regularly required to sit; talk or hear, both in person and by telephone; use hands to finger, handle and feel computers and standard business equipment; and reach with hands and arms. The employee is frequently required to stand and walk.

Specific vision abilities required by this job include close vision and the ability to adjust focus.

Mental Demands

While performing the duties of this class, the incumbent is regularly required to use written and oral communication skills; read and interpret complex data, information and documents; analyze and solve complex problems; use math/mathematical reasoning; perform highly detailed work under changing, intensive deadlines, on multiple concurrent tasks; work with constant interruptions, and interact with City management, staff, business and community groups, residents and others encountered in the course of work.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee works under typical office conditions, and the noise level is usually quiet. The employee may occasionally be required to work in outside conditions, exposed to wet and/or humid conditions, where the noise level may be loud.

MINUTES - REGULAR MEETING OF JUNE 11, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, and the Mayor and City Council, acting in their capacity as President and Board of Directors for the Moreno Valley Community Services District

FROM: Mike McCarty, Director of Parks and Community Services

AGENDA DATE: June 25, 2013

TITLE: AUTHORIZATION TO CLOSE PUBLIC STREETS FOR THE INDEPENDENCE DAY FESTIVITIES ON THURSDAY, JULY 4, 2013

RECOMMENDED ACTION

Recommendations:

1. Authorize the closure of the following streets between the hours of 6:00 a.m. and 12:00 noon for the purpose of conducting the Fourth of July Parade scheduled to take place on July 4, 2013.

   a. TownGate Boulevard between Frederick Street, Eucalyptus Avenue and Memorial Way;
   b. Frederick Street between Centerpointe Drive and Cactus Avenue;
   c. Cottonwood Avenue between Pan Am Boulevard and Dunhill Drive;
   d. Eucalyptus Avenue between Pan Am Boulevard and Kochi Drive;
   e. Dracaea Avenue between Pan Am Boulevard and Kochi Drive;
   f. Atlantic Circle east of Frederick Street;
   g. Brabham Street between Frederick Street and Andretti Street;
   h. TownGate Boulevard between Frederick Street and Heritage Way;
   i. Bay Avenue between Kristina Court and Courage Street;
   j. Alessandro Boulevard between Chagall Court and Elsworth Street;
   k. Brodiaea Avenue between Joy Street, and Frederick Street;
   l. Resource Way between Frederick Street and Corporate Way;
   m. Corporate Way between Calle San Juan de Los Lagos and Resource Way;
   n. Eastridge Street between Frederick Street and Heritage Way;

o. Calle San Juan De Los Lagos between Frederick Street and Veterans Way;
p. Veterans Way between Business Center Drive and Alessandro Boulevard;
q. New Hope between Veterans Way and Elsworth;
r. Veterans Way between Cactus Avenue and Alessandro Boulevard, and
s. Heritage Way between TownGate Boulevard and Town Circle.

2. Authorize the closure of Dracaea Avenue between Morrison Street and Nason Street, between the hours of 6:00 a.m. on Thursday, July 4, 2013 through 5:00 p.m. on Friday, July 5, 2013 for the purpose of conducting the Fourth of July Festival and Fireworks Program scheduled to take place on July 4, 2013.

3. For a short period of time and immediately following the fireworks display, authorize one-way traffic on various streets in the vicinity of Morrison Park as directed by the Moreno Valley Police Department.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

For the past 26 years, the City has sponsored the Independence Day Celebration, which includes the parade, festivities, and fireworks program. The parade in 2012 was a success with more than 100 entries comprised largely of local businesses, church groups, youth groups, and other non-profit organizations. Approximately 7,000 spectators attended the 2012 Independence Day Parade.

The Independence Day Festival and Fireworks Display were also successful in attracting an estimated 20,000 spectators to Morrison Park and Mountain View Middle School. Those in attendance enjoyed the festival atmosphere throughout the day and the excitement of the fireworks display that evening.

Street closures for both the parade and the festival site are the same as those closures for the 2012 event.

DISCUSSION

Detailed below is the discussion of the events planned and the street closures for the Independence Day 2013 Program activities:

1. Parade Discussion

   The parade this year will take place on July 4, 2013. Parade participants will enter north onto Veterans Way from Golden Crest or Cactus Avenue and check in near San Juan De Los Lagos. Staging for the parade will take place on Calle San Juan de Los Lagos, Corporate Way, and Resource Way. The parade route will begin on Frederick Street at Alessandro Boulevard and go north on Frederick Street to TownGate Boulevard, turn west on TownGate Boulevard, turn north onto Heritage Way and disband into the parking lot located between the rear of

the Burlington Coat Factory store and the theater in the TownGate Shopping Center. The parade will begin promptly at 9:30 a.m. and conclude prior to 12:00 noon.

The street closures being requested will allow sufficient time for safe passage during the event for all event participants and spectators. Traffic entering and/or leaving commercial establishments will be restricted during the parade. All barricades at intersections will be removed no later than 12:00 noon. Police officers will be stationed at the following major intersections for safety purposes.

- Cactus Avenue and Frederick Street
- Alessandro Boulevard and Frederick Street
- Cottonwood Avenue and Frederick Street
- Frederick Street and TownGate Boulevard
- TownGate Boulevard and Heritage Way
- Veterans Way and Alessandro Boulevard
- Heritage Way and Town Circle

2. Festival and Fireworks Display Discussion

Festivities will continue on July 4, 2013 from 2:00 p.m. to 10:00 p.m. with the Family Fun Fest activities at Mountain View Middle School/Morrison Park. Similar to the previous year's 2012 festival, the afternoon activities will be held at Mountain View Middle School and Morrison Park. Staff is anticipating approximately 20,000 spectators to attend the festivities. Gates open at 1:00 p.m. with the festival beginning at 2:00 p.m. There will be food, arts and crafts, game booths, clowns and entertainment. This year's festival will again include a wine and beer garden. An entry may be charged to get into the festival, and there may be a minimal fee for the various activities, such as the bouncers and game booths.

A main stage and a community stage will guarantee enjoyment for the entire family. There will be several entertainers this year. At 3:00 p.m., Pacific Crest Band will perform at the festival site. At 4:00 p.m., a performance by "Mrs. Jones Revenge – A tribute to Classic Rock," followed by "Ghost in the Machine – A Tribute to the Police and Sting," and then "Hollywood Stones – A Tribute to Rolling Stones." As a grand finale, the event will conclude with a fireworks extravaganza at 9:00 p.m., which will be simulcast with patriotic music by KOLA (99.9 FM).

Presale tickets for the event are available at the Moreno Valley Conference and Recreation Center from June 11 to July 3. Cost is $2 per person or $10 for a family (up to 6 people). On July 4, entry is free between 1:00 p.m. and 4:00 pm. After 4:00 p.m., entry fee is $3 per person. Military service members with valid identification and children under 5 are free.

Based on past years, the Moreno Valley Police Department and the Transportation Division are recommending closure of the previously mentioned streets to allow sufficient time for safe passage before, during, and after the event for all event participants and spectators. Barricades placed at intersections designated for one-way traffic will be removed no later than 11:00 p.m. Police officers will be stationed at major intersections as directed by the Moreno Valley Police Department.

As part of the Fourth of July planning process, businesses and residents that are potentially affected by the street closures will receive written notification of the street closures scheduled to take place.

ALTERNATIVES

1. Approve street closures as outlined above.

2. Provide direction to staff on alternate parade route and/or street closures.

FISCAL IMPACT

The planning and coordinating of this event begin prior to the FY 2012/2013. Funds proposed for the Independence Day Celebration are partially allocated in the Moreno Valley Community Services District Zone A fund FY 2012/2013 and partially allocated in the proposed Moreno Valley Community Services District Zone A fund FY 2013/2014. In an effort to offset expenditures, staff has been soliciting sponsors for this event.

SUMMARY

The 2013 Independence Day festivities this year will take place on July 4, 2013. Staff is requesting that City Council authorize the street closures outlined above for the City's Independence Day Celebration. The parade street closures are similar to the street closures for the 2012 parade route. The parade will step off at 9:30 a.m. from Frederick Street, south of Alessandro Boulevard. The festival will be held at Mountain View Middle School and Morrison Park; street closures affected are adjacent to the festival site.

NOTIFICATION

Publication of the agenda.

ATTACHMENTS

1. 2013 Proposed Parade Route Map
2. 2013 Proposed Closure Map

Prepared By:
Cecilia Gonzales
Community Services Supervisor

Department Head Approval:
Michael McCarty
Parks and Community Services Director

Concurred By:
Eric Lewis
City Traffic Engineer

Concurred By:
Joel Ontiveros
Police Chief

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Attachment 1

Moreno Valley
Parks and Community Services
P.O. Box 88005
Moreno Valley, CA 92552-0805
Telephone: (951) 413-3280
FAX: (951) 413-3719

For pre-recorded parade & festival information, call:
(951) 413-3281

4th of July Parade Route

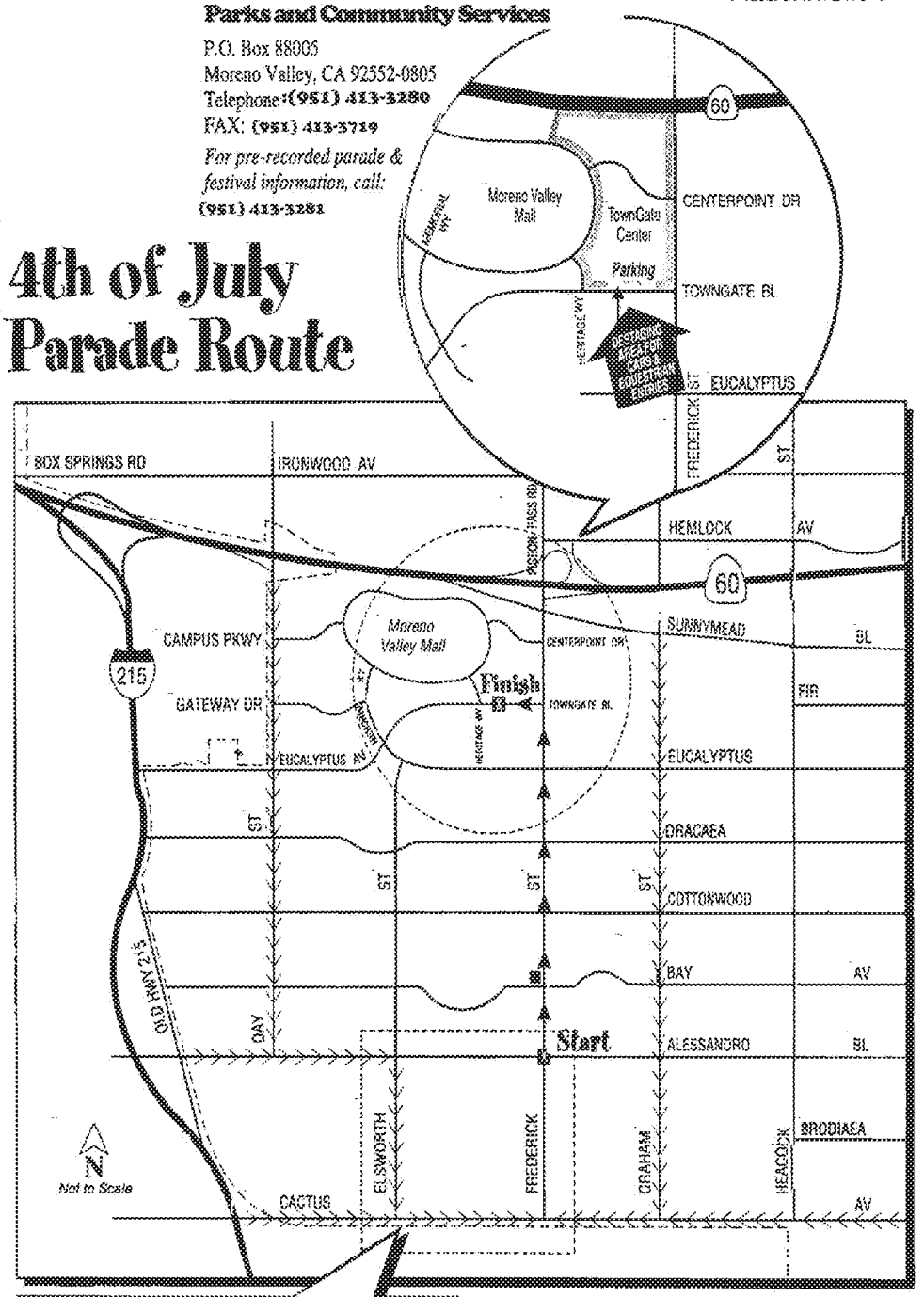

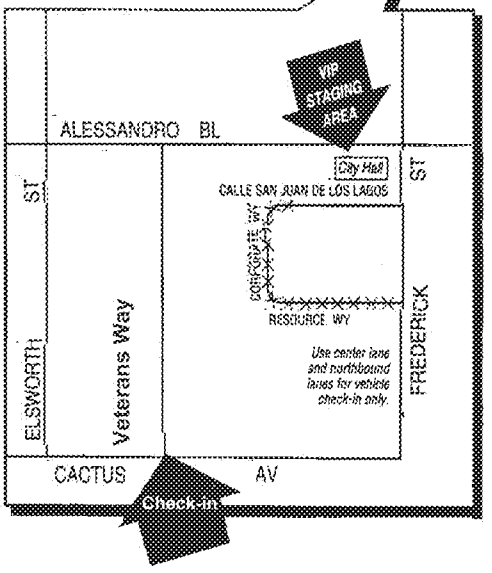

IMPORTANT— Please Read!

Please report first to the check-in desk located on Frederick Street north of Cactus Avenue. Equestrian check-in desk is located at Veterans Way & Cactus Avenue.

Please note the following timetable:

- Check-in and staging begins at 7:30 a.m.
- Parade will begin at approximately 9:30 a.m.

Legend

- ▲ Parade Route
- × Staging Area
- > Check-In Approach Routes
- ■ Judging Stand

Attachment 2

July 4th Festival
Street Closures

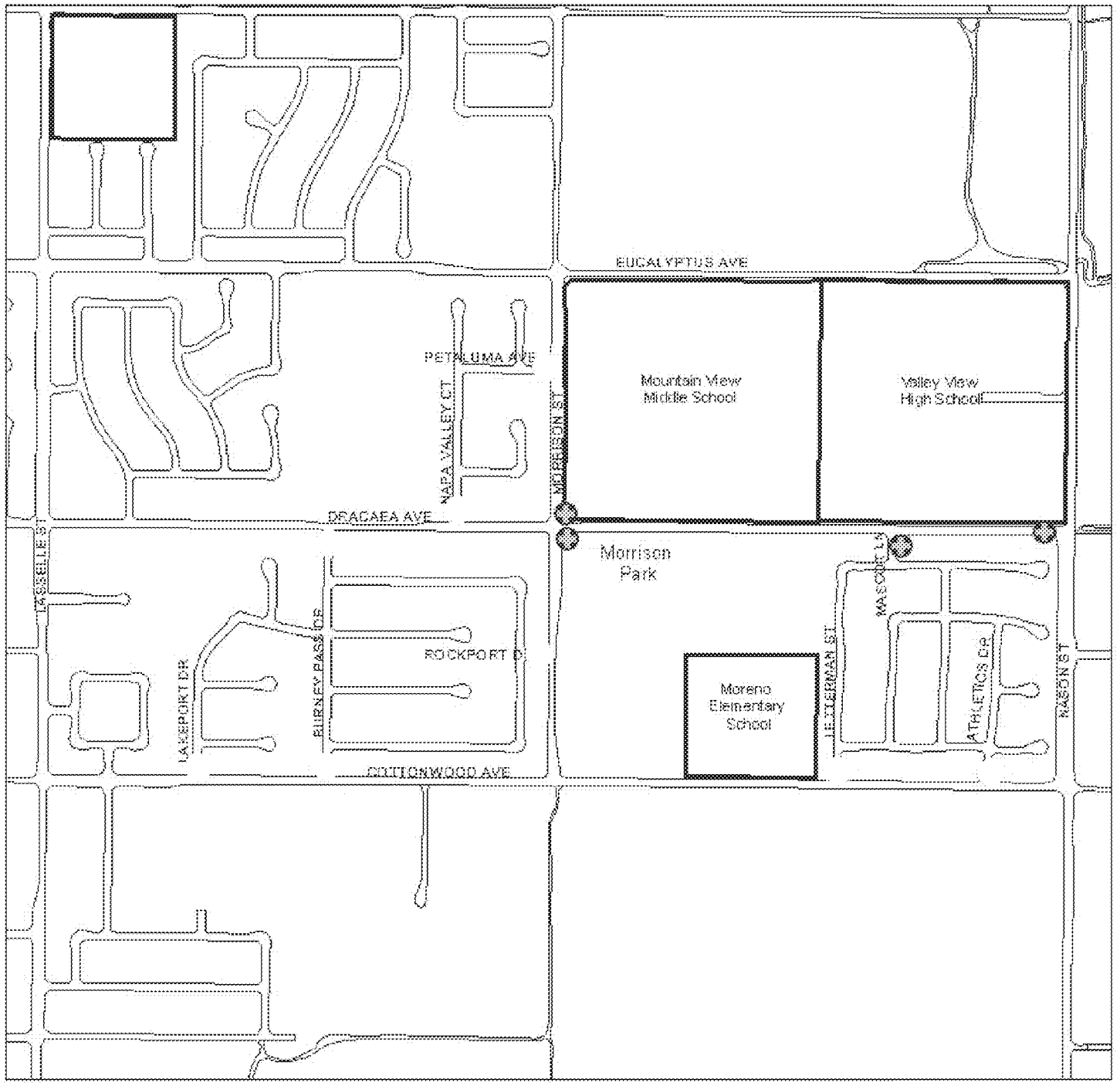

Traffic Control Notes

Barricade with "ROAD CLOSED" signs

N

Not To Scale

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMG
CITY MANAGER	

Report to City Council

TO: Mayor and City Council Acting in its Capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD)

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 25, 2013

TITLE: APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 1 MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14

RECOMMENDED ACTION

Recommendation:

1. Acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board") and as the legislative body of Community Facilities District No. 1 ("CFD No. 1" or "District") approve and adopt Resolution No. CSD 2013-15approving the calculation of the Community Facilities District No. 1 maximum special tax rate for fiscal year 2013/14.A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Community Facilities District No. 1 Maximum Special Tax Rate for Fiscal Year 2013/14

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable

BACKGROUND

Prior to city incorporation, park and recreation services were provided by the County of Riverside. Park and recreation services provided by the County were funded through County Service Area charges, which were levied on the property tax bill. CSD Zone A was established as part of city incorporation to fund the continuation of the park and community services as provided by the City of Moreno Valley.

The cost to provide community and park maintenance services steadily increased over the years, while the CSD Zone A annual tax of $87.50 per parcel or per dwelling unit "DU" for multifamily parcels remained fixed since fiscal year ("FY") 1992/93. Rising program costs along with an increase of new residential developments created a need for additional funding to support the new park areas. CSD Zone A funds could not adequately accommodate the maintenance costs of both existing and newly constructed park facilities. The CSD formed CFD No. 1 in an effort to provide for the ongoing maintenance and safety of new parks, without jeopardizing CSD Zone A funding for the existing park facilities and community services.

On July 8, 2003, the CSD Board conducted a Public Hearing for the formation of CFD No. 1, approved a resolution to provide for future territory annexation into CFD No. 1, and authorized a special tax levy. The special tax funds public services such as ongoing maintenance and/or repair of park facilities, park improvements, and all efforts by Park Rangers that are devoted to the maintenance and safety of the newly constructed parks accepted by the City of Moreno Valley Parks and Community Services Department for maintenance after District formation in July 2003. FY 2003/04 was the first year the special tax was levied. Residential developments that create the need for new parks or are in a proximity to a District facility are conditioned to participate in CFD No. 1.

Proposition 218, a constitutional initiative known as the Right to Vote on Taxes Act, was approved by California voters in November 1996. Proposition 218 requires that any new or proposed increase in property-related assessments, fees, charges, or taxes be submitted to property owners for approval. Subsequently, increases not addressed in the rate and method of apportionment of special tax ("RMA") will be subject to a two-thirds approval by the property owners within CFD No. 1.

DISCUSSION

The CSD Board shall consider authorizing the City Treasurer to levy the special tax in accordance with the RMA to cover the FY 2013/14 special tax requirement for CFD No. 1. Per the RMA, the maximum special tax shall be increased each FY by the percentage increase in the Consumer Price Index (All Items) for Los Angeles-Riverside-Orange County, or by two percent (2%), whichever is greater. The special tax is collected on the Riverside County property tax bill and is applied only to those parcels that have annexed into the District. The CFD No. 1 maximum special tax rate for FY 2013/14 is $152.28 per parcel/DU; however, a lower amount may be levied depending on projected District expenses for the FY. The calculation and history of the applied special tax is in the Table below.

The Preliminary Annual Special Tax Report ("Report"), which has been filed in the office of the City Treasurer, provides a description of the CFD proceedings, identification of participating developments, park facilities maintained within the District, description of services, and the projected special tax to be levied for FY 2013/14. Following the submission of the annual special taxes to the County of Riverside, the City shall prepare

and file with the City Treasurer the final Annual Report, which shall identify the final calculation of the applied annual special tax rate.

Fiscal Year	Annual Adjustment	Maximum Special Tax	Applied Special Tax
2003/04	-	$ 115.00	$ 115.00
2004/05	2.00%	117.30	117.00
2005/06	4.40%	122.46	119.00
2006/07	4.50%	127.96	119.00
2007/08	3.30%	132.18	119.00
2008/09	4.20%	137.72	120.00
2009/10	2.00%	140.46	120.00
2010/11	2.00%	143.26	120.00
2011/12	2.00%	146.12	120.00
2012/13	2.17%	149.29	120.00
2013/14	2.00%	152.28	TBD

ALTERNATIVES

1. **Approve and adopt the proposed resolution**approving the calculation of the Community Facilities District No. 1 maximum special tax rate for FY2013/14. *This approval will allow collection of monies necessary to fund ongoing maintenance and administrative services in CFD No. 1.*

2. **Do not approve or adopt the proposed resolution**approving the calculation of the Community Facilities District No. 1 maximum special tax rate for FY 2013/14. *If the special tax is not authorized to be levied, then the existing fund balance will need to be utilized to pay for ongoing maintenance and administrative services in CFD No. 1 until such time that all available funds have been expended.*

FISCAL IMPACT

The special tax shall be levied on all properties within CFD No. 1 on the 2013/14 Riverside County property tax bills. **The special tax collected can only be used to cover costs associated with administration and maintenance of park facilities within the District and constructed after the formation of the CFD. Collection of the CFD No. 1 special tax reduces the burden to CSD Zone A for the maintenance of park facilities accepted since District formation.** Commercial and industrial properties are not affected by the levy of this special tax.The CSD Zone A tax of $87.50 per parcel/DU will continue to be collected to support maintenance of existing park facilities and community programs.

CITY COUNCIL GOALS

Revenue Diversification and Preservation

A special tax for CFD No. 1 is collected in accordance with the provisions outlined in the Mello-Roos Community Facilities Act of 1982 and provides funding for program costs, which include maintenance and administration.

SUMMARY

The CSD Board shall consider authorizing the City Treasurer to levy the special tax in accordance with the RMA to cover the FY 2013/14 special tax requirement for CFD No. 1.

NOTIFICATION

Not Applicable

ATTACHMENTS

Attachment 1: Resolution Approving the Calculation of the Community Facilities District No. 1 Maximum Special Tax Rate for FY 2013/14

Attachment 2: Boundary Map CFD No. 1

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Concurred by:
Mike McCarty,
Parks & Community Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. CSD 2013-15

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE COMMUNITY FACILITIES DISTRICT NO. 1 MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14

WHEREAS, the CITY COUNCIL for the CITY OF MORENO VALLEY, CALIFORNIA, acting in its capacity as the President and Members of the Board of Directors of the Moreno Valley Community Services District ("CSD Board"), did form Community Facilities District No. 1 ("CFD No. 1" or "District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, following approval by the qualified electors of the District, the CSD Board, acting as the legislative body, did introduce and adopt Ordinance No. CSD-40 (Urgency Ordinance) and CSD-41 (an Ordinance to authorize the levy of a special tax within CFD No. 1); and

WHEREAS, Ordinance No. CSD-41 authorizes the CSD Board, by resolution, to annually determine the special tax to be levied in the District; provided, however, the special tax to be levied shall not exceed the maximum special tax authorized to be levied pursuant to the rate and method of apportionment ("RMA"); and

WHEREAS, the CSD Board adopted Resolution No. CSD 2003-26 authorizing annexation of Territory in the future to CFD No. 1; and

WHEREAS, annexations to CFD No. 1 have been conducted by the Community Services District following formation of the District; and

WHEREAS, the County of Riverside requires the adoption of a resolution for submission with the annual special taxes for placement on the Riverside County property tax bills; and

WHEREAS, the maximum annual special tax for developed and undeveloped property has been established by the RMA at $115.00 per parcel/dwelling unit for fiscal year ("FY") 2003/04. Per the RMA, beginning in FY 2004/05 and for each subsequent FY, the maximum annual special tax shall be increased by the percentage increase in the Consumer Price Index (All Items) for Los Angeles-Riverside-Orange County, or by two percent (2%), whichever is greater; and

WHEREAS, the calculation of the special tax is in compliance with laws pertaining to the levy of the special taxes; and

WHEREAS, the special tax is levied without regard to property valuation; and

WHEREAS, the City has prepared and submitted the Preliminary Annual Special Tax Report ("Report") for FY 2013/14; and a copy of said Report is on file in the office of the City Treasurer and is incorporated herein by this reference as if fully set forth; and

WHEREAS, following the submission of the annual special taxes to Riverside County, the City shall prepare and file in the office of the City Treasurer the final Annual Report, which shall identify the final calculation of the applied annual special tax rate, in an amount not to exceed the maximum special tax.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

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

2. That the Report for FY 2013/14, as on file in the office of the City Treasurer, is hereby received and filed.

3. That this legislative body hereby authorizes the City Treasurer to levy the special tax in accordance with the RMA as required to cover the annual special tax requirement, up to the maximum special tax, for CFD No. 1 as set forth in the Report and hereby is levied during FY 2013/14 against the parcels within the District.

APPROVED AND ADOPTED this 25th day of June, 2013.

_____
Mayor of the City of Moreno Valley,
Acting in the Capacity of President of the
Moreno Valley Community Services District

ATTEST:

_____
City Clerk, Acting in the Capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

_____
City Attorney, Acting in the Capacity
of General Counsel of the Moreno
Valley Community Services District

MV00207697

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2013-15 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 25th day of June, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

_____

SECRETARY

(SEAL)

MV00207698

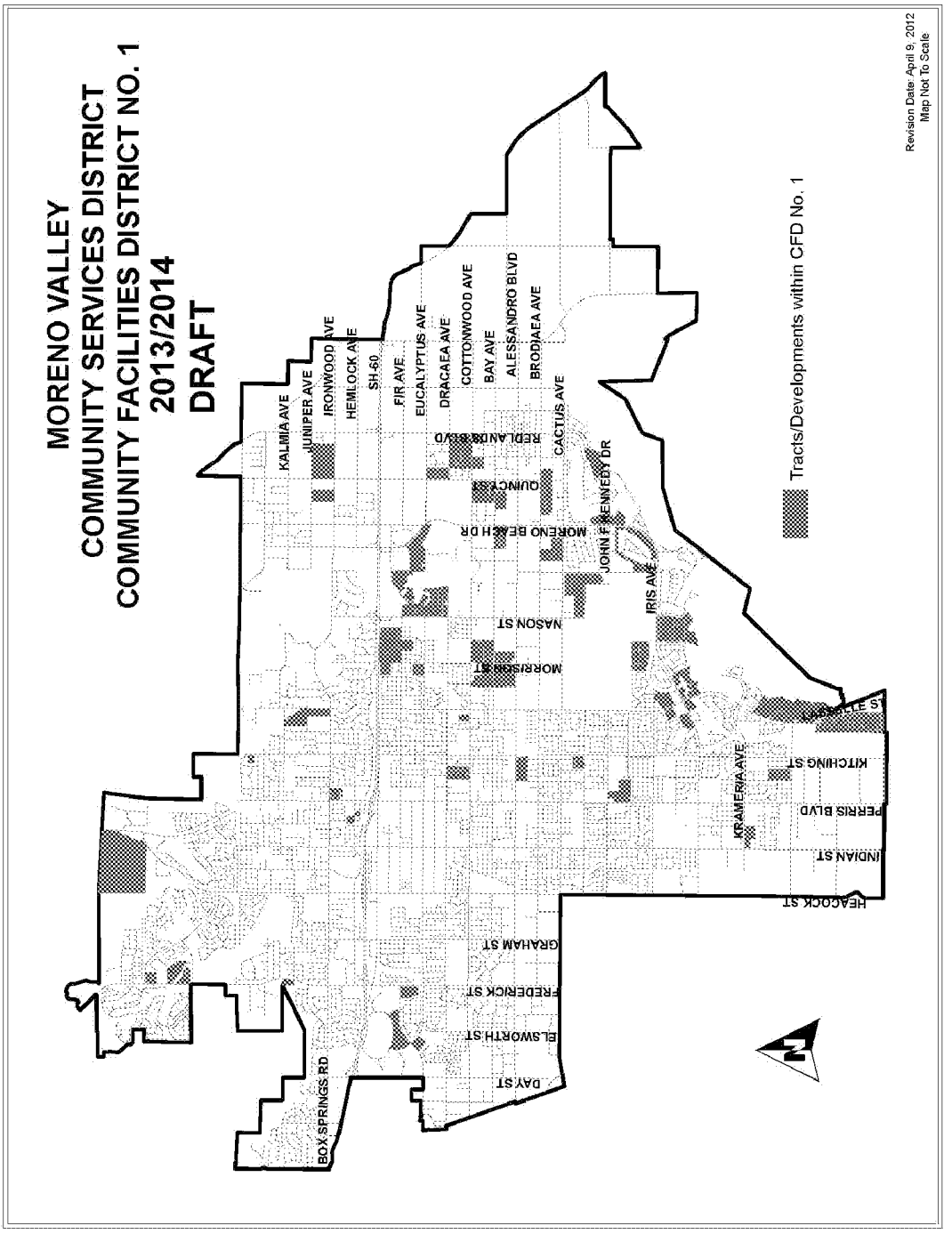
MORENO VALLEY
COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 1
2013/2014
DRAFT
Tracts/Developments within CFD No. 1
Revision Date: April 9, 2012
Map Not To Scale
KALMIA AVE
JUNIPER AVE
IRONWOOD AVE
HEMLOCK AVE
SH-60
FIR AVE
EUCALYPTUS AVE
DRACAEA AVE
COTTONWOOD AVE
BAY AVE
ALESSANDRO BLVD
BRODIAEA AVE
CACTUS AVE
REDLANDS BLVD
QUINCY ST
MORENO BEACH DR
JOHN F KENNEDY DR
IRIS AVE
NASON ST
MORRISON ST
LASSELLE ST
KITCHING ST
PERRIS BLVD
KRAMERIA AVE
INDIAN ST
HEACOCK ST
GRAHAM ST
FREDERICK ST
ELSWORTH ST
DAY ST
BOX SPRINGS RD
N

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD)

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 25, 2013

TITLE: AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROJECT NO. E-2 (HIDDEN SPRINGS) MAINTENANCE OF PARKWAY, MEDIAN AND OPEN SPACE LANDSCAPING AND IRRIGATION

RECOMMENDED ACTION

Recommendations:

1. Approve the Agreement for Project No. E-2/13-14 (Hidden Springs) Maintenance of Parkway, Median and Open Space Landscaping and Irrigation with Mariposa Landscapes, Inc., 15529 Arrow Highway, Irwindale, CA 91706 for landscape maintenance services of the parkways, medians and paseos (open spaces).

2. Authorize the City Manager to execute the Agreement for Project No. E- 2/13-14 with Mariposa Landscapes, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Mariposa Landscapes, Inc. in the not–to-exceed (NTE) amount of $104,282.00 ($85,482.00 for base and $18,800.00 for additional work).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize associated purchase orders (P.O.s) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. Property owners pay a parcel charge as part of their annual property tax bill, which funds the cost of providing the service. Revenue from the parcel charges collected may only be used for landscape maintenance services for the zone in which they were collected. CSD landscape maintenance areas include:

> Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services.
>
> Zone E (extensive landscape maintenance), provides landscape maintenance services at full (standard) or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), E-15 (Celebration), and E-16 (Shadow Mountain).
>
> Zone M (Commercial, Industrial, and/or Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide, and
>
> Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors that perform landscape or specialty maintenance services. The landscape maintenance scope of services is broken into either "base services" or "additional work services":

> "Base services" is the regular, routine landscape maintenance service and typically applies to medians and parkways. These services may include: mowing, edging and trimming of turf grass areas (if applicable), pruning and trimming of shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes and groundcovers, and pesticide applications. For open space areas (e.g. Hidden Springs paseo area), base services may include: irrigation monitoring, annual weed abatement, and vegetation clearance. The vegetation clearing is to maintain a 24 inch width of clearance of open space from abutting residential parcels. Typically, the cost for this service is a set monthly cost.

"Additional work services" includes, but is not necessarily limited to: additional labor and material costs for irrigation repairs, plant material replacement, fertilizer applications and if applicable, the addition of added square footage of landscaped areas. The cost for these services vary based upon needs determined throughout the term of the Agreement and is based on the unit prices for additional work as specified in the Agreement.

The frequency of the base services (i.e. standard service vs. reduced service) and level of additional work services depends upon the financial resources available within the budget of the specific zone. The CSD Board adopted service levels guidelines (most recently amended on April 26, 2011) for both Zones D and E defining the frequency of such services.

Landscape maintenance and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement. In accordance with the terms of the Agreement, annual extensions may be granted up to four times, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the CSD and Contractor, and contingent upon available program funding.

Zone E-2

In May 2011, the property owners within Zone E-2 did not support an increase in their parcel charge to support increasing costs to continue providing landscape maintenance at a standard service level. As a result, the base services were reduced for the landscape maintenance of the paseo area (maintenance of the parkways was retained at a standard service level) and additional work services were reduced (e.g. reduction in the number of replants) in order to balance the budget. The modified reduced service schedule became effective October 1, 2011. The current Agreement is no longer eligible for extensions and necessitated commencement of an RFP process.

DISCUSSION

An RFP soliciting proposals to provide landscape maintenance services to the Hidden Springs area (Zone E-2) was issued at the end of March 2013. In addition to the current level of service being provided (standard service to the parkways and once a year service to the paseos), proposers were requested to provide responses for different frequency levels of service. This strategy provides the CSD flexibility in adjusting service levels based on available funding without incurring additional costs of issuing another RFP.

The RFP was advertised in *The Press-Enterprise* on April 2, 2013, and April 6, 2013 and posted to the City's website. Representatives from seven landscape maintenance companies attended the mandatory pre-submittal meeting on April 9, 2013, at which time the scope of the project, information being requested in the RFP, and the proposal submittal and selection process were reviewed.

On May 8, 2013, six companies submitted proposals to the office of the City Clerk. A review of the proposals was conducted by the City's Senior Landscape Services Inspector, an Associate Engineer and a Senior Parks Maintenance Technician, all of whom have

experience with landscape maintenance and contract management. The review rating scores from each reviewer were collectively totaled, which identified Mariposa Landscapes, Inc. as the top ranked proposer based upon their overall understanding of the project and services to be performed, staffing levels, and cost. The costs as confirmed are their best and final offer for these services. In addition, the costs provided by Mariposa will allow for an increase in the frequency of services levels for the paseos from the once a year service that the area was transitioned to in October 2011 to a six times per year service level, while still coming in below the 2013/14 budgeted amount for this service. Further, Mariposa has demonstrated its work quality with its satisfactory performance during the original term and granted first extension of the agreement covering landscape maintenance of the CSD Zone D reduced service parkways and medians. Therefore, staff recommends awarding the contract for landscape maintenance within the Hidden Springs area (Zone E-2) to Mariposa Landscapes, Inc.

Authority for City Manager Approval of Future Extension Agreements for the Balance of Available Extensions to the Agreement

Pursuant to City Council Resolution No. 2008-115, the City Council/CSD shall provide approval of procurements greater than $100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the Agreement as may be allowed per the terms of the Agreement.

Project No. E-2/13-14						
	FY 2012/13[1] Proposed Original Agreement	FY 2013/14 Potential First Extension[2]	FY 2013/14 Potential Second Extension[2]	FY 2014/15 Potential Third Extension[2]	FY 2015/16 Potential Fourth Extension[2]	Cumulative Total
Base	$ 85,482.00	$ 85,482.00	$ 85,482.00	$ 85,482.00	$ 85,482.00	$ 427,410.00
Additional Work	$ 18,800.00	$ 18,800.00	$ 18,800.00	$ 18,800.00	$ 18,800.00	$ 94,000.00
Total	$ 104,282.00	$104,282.00	$104,282.00	$ 104,282.00	$ 104,282.00	$ 521,410.00

[1]Amount for the maintenance of the landscaped parkways and medians at the standard service level and landscaped maintenance of the paseo area at the every-other month, 6 times a year, service level.

[2]Dollar amounts are based upon presently known information and may change in the future for reasons including, but not limited to adding additional service area (water quality basins) or emergency work.

Staff is requesting the CSD Board authorize the City Manager to approve the Agreement and any future extensions or amendments, as well as associated purchase orders (P.O.) for the Agreement and all future amendments/extensions available, in accordance with the terms of the Agreement and subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the CSD Board and

demonstration by the Contractor of having provided satisfactory performance of the services, and both the CSD and the Contractor mutually agreeing to extend the Agreement.

ALTERNATIVES

1. Approve the Agreement for Project No. E-2/13-14 (Hidden Springs) Maintenance of Parkway, Median and Open Space Landscaping and Irrigation with Mariposa Landscapes, Inc., in the form attached hereto to provide for the continuation of landscape maintenance services of the parkways, medians and open areas of Zone E-2 (Hidden Springs); authorize the City Manager to execute said Agreement; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $104,282.00 ($85,482.00 for base services and $18,800.00 for additional work services); and authorize the City Manager to execute subsequent extensions or amendments to the Agreement including authorizing the associated P.O.s as may be required, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will ensure uninterrupted maintenance of the parkways, medians, and open space landscaped areas in Zone E-2.*

2. Do not approve the Agreement for Project No. E-2/13-14 (Hidden Springs) Maintenance of Parkway, Median and Open Space Landscaping and Irrigation with Mariposa Landscapes, Inc., in the form attached hereto; nor authorize the City Manager to execute said Agreement; nor authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $ 104,282.00 ($85,482.00 for base services and $18,800.00 for additional work services); and do not authorize the City Manager to execute subsequent extensions or amendments to the Agreement nor authorize associated P.O.s as may be required, in accordance with the terms of the Agreement. *By selecting this alternative, there will be an interruption in the maintenance of the parkways, medians and open space areas associated with Zone E-2 (Hidden Springs). This will cause landscaping to be deficient in receiving any level of landscape maintenance services and result in additional costs to obtain another contractor to provide these services with no guarantee that a more qualified contractor can be found at a better cost.*

FISCAL IMPACT

Administration and maintenance of Zone E-2 is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills. Revenue from the parcel charges collected for Zone E-2 may only be used for landscape maintenance services associated with the parkways, medians and open spaces in Zone E-2. **The costs for these maintenance services have been budgeted for in the coming fiscal year and are below approved amounts**. **These actions will not impact the City's General Fund.**

The following table represents the base service and additional work service costs of the Agreement for FY 2013/14.

Service Area	Contractor	GL Account	2013/14 Base Agreement Amount	Additional Work Agreement Amount	2013/14 Total Agreement Amount
Zone E-2	Mariposa Landscapes, Inc.	5013-30-79-25708-620910	$ 85,482.00	$ 18,800.00	$ 104,282.00
		Total	$ 85,482.00	$ 18,800.00	$ 104,282.00

CITY COUNCIL GOALS

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AN CLEANLINESS
By accepting the proposal of Mariposa Landscapes, Inc., the CSD Board will continue to promote community image, as well as neighborhood pride and cleanliness, while ensuring that these public facilities are being properly maintained.

SUMMARY

The actions before the City Council are to approve the Agreement for Project No. E-2/13-14 (Hidden Springs) Maintenance of Parkway, Median and Open Space Landscaping and Irrigation, authorize the City Manager to execute the Agreement for Project No. E-2/13-14 with Mariposa Landscapes, Inc., authorize the issuance of purchase orders for service in the NTE amount of $104,282.00 ($85,482.00 for base services and $18,800.00 for additional work) and authorize the City Manager to execute subsequent extensions or amendments to the Agreement including authority to authorize the associated P.O.s in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1: Vicinity Map – Zone E-2

Attachment 2: Proposal Recap Sheet

Attachment 3: Copy of Agreement

Attachment 4: Copy of Addendums 1 and 2

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace E. Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-2 • Hidden Springs

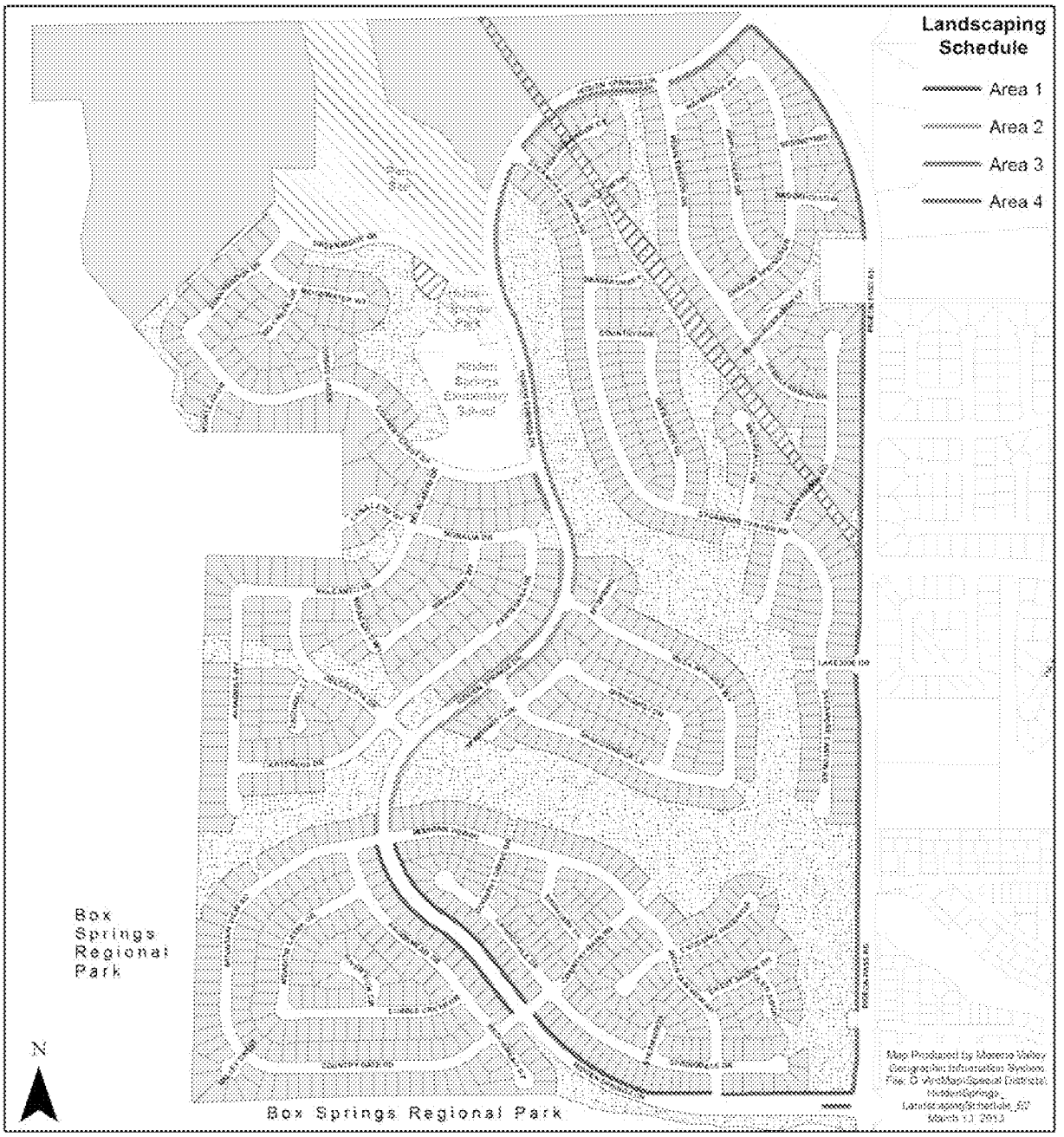

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. This land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from use of this map. This map is not to be reproduced or resold.

EMWD/SCE Easement

Landscaped Open Space *(Area abierta Ajardinada)*

Zone E-2 Properties *(Zona E-2 Propiedades)*

MORENO VALLEY

RFP No. 12/13-10
Project No. E-2
Hidden Springs (E-2) Maintenance of Parkway, Median and Open Space Landscaping and Irrigation

Evaluation Recap Sheet

Vendor	Irrigation Markup	4 Week Parkways & Medians Service Total	Every-Other Month Paseo Service Total	Total Parkways & Paseos	Rating Panel (Total rating)	Ranking
Mariposa Landscapes, Inc.	15%	$52,525.44	$32,956.56	$85,482.00	233	1
Tropical Plaza Nursery, Inc.	15%	$62,712.00	$68,200.00	$130,912.00	229.5	2
Excel Landscape, Inc.	15%	$48,387.00	$47,648.04	$96,035.04	226	3
Merchants Landsape Services, Inc.	15%	$58,431.84	$23,823.96	$82,255.80	210.5	4
TruGreen Landcare	20%	$52,843.78	$62,339.52	$115,183.30	207	5
Marina Landscape, Inc.	15%	$17,136.00	$64,123.20	$81,259.20	184.5	6

Parkway Landscape Maintenance is at the Standard Service Level
Open Space (Paseo) is at a Modified Reduced Level (Every-Other Month)

INDEPENDENT CONTRACTOR AGREEMENT

RFP NO. 12/13-10
PROJECT NO. E-2 /13-14
HIDDEN SPRINGS (E-2)
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name	Mariposa Landscapes, Inc.
Street Address	15529 Arrow Highway
Street Address	
City, State, Zip	Irwindale, CA 91706
Mailing Address	
(If same as Street Address,	Same as Above
write same or same as above)	
Business Phone (with area code)	(626) 960-0196
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	(909)429-2546
Fax Number	(626) 960-8477
Email Address	
Social Security Number	
Business License Number	16607
Federal Tax ID Number	95-4245898
Contractor's License Number & Classification	592268 , Class C-27, A C61/D49

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of work, responsibilities, requirements, provisions, and

additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contract Starting Date is July 1, 2013 and the Contract Ending Date is June 30, 2014. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will consider Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

A. Control of Work. Except for compliance with service schedules, general and technical provisions (which may also be referred to herein as specifications) and performance standards as provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with

the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Contract.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Moreno Valley Housing Authority (Housing Authority), and the Moreno Valley Community Services District (District), and the their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, Housing Authority's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, Housing Authority, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, Housing Authority, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Contract

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.
By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City's Risk Manager prior to the execution of this Contract. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, the Moreno Valley Community Services District, and, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the City of amendment or cancellation, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.

J. Termination.

1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.

2. The District may terminate this Contract without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

L. Restrictions on District / City Employees. The Contractor shall not employ any

District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor: 15529 Arrow Highway, Irwindale, CA 91706
[Mailing Address (Post Office Box, if applicable]
626-960-0196
[Telephone number]
626-960-8477
[Fax number]
jaimeg@mariposa-ca.com
[Email address]

With a copy to:
[Attorney for Contractor, if applicable]
[Street Address]
[Post Office Box, if applicable]
[City, State, Zip]
[Telephone number]
[Fax number]
[Email address]

To District (CSD): MORENO VALLEY COMMUNITY SERVICES DISTRICT
Financial & Management Services Department
Special Districts Division
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Sharon Sharp, Senior Management Analyst
Telephone number: 951.413.3480
Fax Number: 951.413.3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951.413.3036
Fax number: 951.413.3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor
By: _____	By: _____
Title: City Manager, acting in the capacity of District Manager to the Moreno Valley Community Services District	Title: (President or Vice President)
Date: _____	Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)
Date: _____

Affix Corporate Seal Below
(If applicable)

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On_____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO. _____

PREMIUM $ _____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

RFP NO. 12/13-10
PROJECT NO. E-2 /13-14
HIDDEN SPRINGS (E-2)
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the Board of Directors of the Moreno Valley Community Services District, State of California, known as "CSD," has awarded to _____, as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as **PROJECT NO. E-2 /13-14**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of_____ dollars, ($_____), lawful money of the United States, to be paid to the said CSD or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. E-2 /13-14

BOND NO.

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO. _____

PREMIUM $ _____

LABOR AND MATERIALS BOND
(100% of Total Contract Amount)

RFP NO. 12/13-10
PROJECT NO. E-2 /13-14
HIDDEN SPRINGS (E-2)
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the board of Directors of the Moreno Valley Community Services District of the City of Moreno Valley, State of California, known as "CSD," has awarded to _____, as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement, whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as Project No. E-2 /13-14, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley Community Services District for the City of Moreno Valley, County of Riverside in the penal sum of_____ dollars, ($_____) (words and figures), lawful money of the United States, to be paid to said CSD or its certain attorney, successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Moreno Valley Community Services District, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the CSD and judgment is recovered, the Surety shall pay all costs incurred by the CSD in such suit, including reasonable attorney fees to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extensions of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

WITNESS our hands this _____day of _____, 20_____.

PRINCIPAL	SURETY
Name: _____	Name: _____
Address:_____	Address:_____
_____	_____
_____	_____
Telephone Number:_____	Telephone Number:_____
By: _____	By: _____
Title:_____	Title:_____
By: _____	By: _____
Title:_____	Title:_____

Approved as to form this _____ day of _____, 20___.

_____
City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor**.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).

The bond shall include the address at which the Principal (Contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

EXHIBIT A

RFP NO. 12/13-10
PROJECT NO. E-2 /13-14
HIDDEN SPRINGS (E-2)
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

1. GENERAL PROVISIONS - SCOPE OF WORK

A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council (Community Services District Board) establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 21, Project Location Map.

B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf, if applicable, groundcover, and shrub areas designated hereunder; regularly maintain and prune those portions of trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Chief Financial Officer/City Treasurer of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.

E. All work shall be performed in accordance with the General and Technical Provisions of this Contract and in accordance with an approved service schedule, as approved by the Director. Service schedules may be modified with 30 days advance written notice by the District.

2. GENERAL PROVISIONS - SCHEDULING OF WORK

A. The Contractor will adhere to the facilities, equipment and monthly and annual work schedules submitted as a part of the Contractor's RFP, and incorporated herein by this reference. These schedules, and any approved revisions thereto, will be used by the District as a basis for determining Contractor's satisfactory performance.

B. Revisions to facilities, equipment, or monthly and annual work schedules may not be implemented without the prior written approval of the Director. The Contractor is required to submit proposed revisions regarding facilities, equipment or monthly and annual work schedules in writing to the District at the address as set forth in the Independent Contractor Agreement, Section 3, paragraph N. at least ten (10) working days prior to commencing work per the proposed revisions.

C. Failure to submit proposed revisions concerning facilities, equipment, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations. Specialty type maintenance operations includes, but is not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

F. When inclement weather renders performance per the approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor is required to adjust his work force in order to accomplish those work items not affected by weather, and will contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-performance penalties per Exhibit C, Section 4.

G. For the purposes of this Contract, "Working Days" are Mondays through Thursdays, excluding holidays as provided herein. The hours of on-site maintenance service will be from 7:00 a.m. to 4:30 p.m., not including mobilization to or from work site, on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

3. GENERAL PROVISIONS - FUNCTIONS AND RESPONSIBILITIES

A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Exhibit G, Monthly Landscape Services Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears.

C. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

D. The Director may require the Contractor to attend meetings with the District field staff at some fixed interval to review the Contractor's operations, and schedule future work as may be ordered by the Director. Failure to attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.

E. The Contractor shall maintain an office at some fixed place, and be listed in the telephone directory in Contractor's own name or in the Contractor's company name. Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph ~~E~~ F. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

F. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by telephone, written email, written mailed correspondence or facsimile transmission. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at **<u>any</u>** time:

1. City Manager
2. Chief Fin. Officer/City Treasurer
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Street Maintenance Supervisor
7. Senior Landscape Services Inspector
8. Landscape Services Inspector
9. Landscape Irrigation Technician

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. GENERAL PROVISIONS - CONTRACTOR'S STAFF

A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.

C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.

D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements.

   Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. GENERAL PROVISIONS - EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

6. GENERAL PROVISIONS - COMPLAINTS

A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.

B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B.

C. In addition to the provisions of Section 6., paragraph A. in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. GENERAL PROVISIONS - SAFETY

A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

   Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2009 (or most current revised version) California Supplement".

   Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

   The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Exhibit A, Section 3, paragraph J of the Contract Agreement.

8. USE OF CHEMICALS

A. Before the beginning of the Contract period, the Contractor is required to submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS) of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.

B. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Financial & Management Services Department of the City of Moreno Valley.

D. Contractor shall report all fertilizers and pesticides used in the performance of the work as an element of Contractor's Monthly Report, as set forth in Exhibit A, Section 3, paragraph B. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City of Moreno Valley (City) and/or the City of Moreno Valley Community Services District (District). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the City and District that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments;

employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Financial & Management Services Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.

B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars ($25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Driver, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL PROVISIONS

A. TURF CARE (IF APPLICABLE)

1. All turf areas shall be mowed, edged, and trimmed per the Frequency of Service Table, as set forth in Exhibit E. Should weather and/or site conditions preclude the normally scheduled frequency of this service during any month, or portion thereof, the maintenance schedule shall be modified at the discretion and approval of the Director.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Provisions - Fertilization, Section 18.

13. Pest control: See Technical Provisions - Pesticide Use, Section 19.

14. Aeration:

    (a) All turf areas shall be aerated per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise directed by the Director;

(b) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

(c) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

(d) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

(e) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions – Fertilization, Section 18.

15. Renovation/thatching and additional areation operations are to be considered Additional Work, per Exhibit C., Section 2.

16. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Trees shall be pruned at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Portions of trees up to eighteen feet (18') in height shall:

   (a) Be pruned to enable successful adaptation to their particular site situation;

   (b) Have no more than one-third (1/3) of living branches removed annually;

   (c) Be fertilized only as directed by District field staff.

6. Portions of trees over eighteen feet (18') in height shall:

   (a) Be inspected annually;

   (b) Pruned and/or trimmed as necessary to maintain proper site orientation;

   (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

   (d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall <u>not</u> be allowed:

   (a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

   (c) Use of pruning paint/pruning compound/wound dressing;

   (d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Provisions – Pesticide Use, Section 19.

13. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Shrubs shall be pruned and/or trimmed per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise directed by the Director, in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned in a manner that will:

   (a) Enable successful adaptation to their particular site situation;

   (b) Follow the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

6. Pruning tools must:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices are not allowed:

   (a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") will be done only when authorized by the Director on a site-specific basis.

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

   (c) Use of pruning paint/pruning compound/wound dressing.

8. Fertilization: See Technical Provisions - Fertilization, Section 18.

9. Pest control: See Technical Provisions –Pesticide Use, Section 19.

10. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Technical Provisions, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed per the Frequency of Service Table, as set forth in Exhibit E , unless otherwise directed by the Director in order to:

   (a) Remove dead, diseased, or damaged branches/crowns;

   (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

   (c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

   (a) To enable successful adaptation to their particular site situation;

   (b) In accordance with accepted practices for the particular species in question;

5. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Provisions - Fertilization, Section 18.

8. Pest control: See Technical Provisions –Pesticide Use, Section 19.

9. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

E. WEED CONTROL

1. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

2. Weed control shall be addressed per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise directed by the Director.

3. Chemical weed control: See Technical Provisions – Pesticide Use, Section 19.

4. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.

5. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

6. Failure to adhere to the specifications of this section of the Technical Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. Said maintenance shall include, but not be limited to: visual and operational inspections; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

3. For the purposes of this section, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

   (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage;

   (b) Be turned off during periods of rainfall, or as directed by District field staff;

   (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

   (a) Be operated only when Contractor's personnel are present on site;

   (b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;

(c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. Debris/litter control shall be provided per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise stated herein this Section and/or as directed by the Director.

2. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

3. Contractor shall remove from both planted areas and adjacent hardscapes/walkways the following items, which include but are not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by the Contractor before the close of business the working day following notification of this condition.

4. All hardscape areas that include, but are not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

5. The Contractor shall dispose of all debris and litter, as described in paragraphs 1 and 2 above, off-site, and in a legal manner.

6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices such as, televisions, computers and computer monitors; firearms, ammunition or other appliances. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

7. Failure to adhere to the specifications of this section of the Technical Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in the performance of contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in the course of the performing the contract's Scope of Work services at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report, (see Exhibit I), per The Frequency of Service Table as an element of Contractor's Monthly Reporting requirements, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

18. TECHNICAL PROVISIONS - FERTILIZER

A. TURF FERTILIZATION (IF APPLICABLE)

1. Per the Technical Provisions, Exhibit A, Section 17, No. 14, e. f., a humus base fertilizer shall be applied to turf areas in accordance with Table I, below. At the discretion and request of the Director additional applications at the pricing terms as listed in the additional work section of Scheduled II may be provided. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs
OCT	1	22-5-5*	1.25	5.7 lbs

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See the following section on fertilizers.

**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See the following sections, below, regarding fertilizers.

2. Humus base fertilizers to be applied by drop spreader only.

3. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Exhibit A, Section 8. – Use of Chemicals. Any changes to said list shall be reported per Exhibit A, Section 8. – Use of Chemicals.

6. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. The Specifications contained in this Section 18,B. do not apply to the Open Space Areas (Paseos).

2. All shrubs and ground covers shall be fertilized per the Frequency of Service Table, as set forth in Exhibit E. Table II, below provides the standard fertilization guidelines, however the frequency of the application shall comply with the application frequency rates as identified in the Frequency of Service Table, as set forth in Exhibit E. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

3. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

4. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Exhibit A, Section 8. – Use of Chemicals. Any changes to said list shall be reported per Exhibit A, Section 8. – Use of Chemicals.

5. Written notification is required to Director five (5) working days prior to fertilizer application.

6. For fertilizer application reporting specifications, see Exhibit A, Section 3 – Functions and Responsibilities and Exhibit A, Section 8. – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per, Exhibit A Section 8. – Use of Chemicals. Any changes to said list shall be reported per Exhibit A, Section 8. – Use of Chemicals.

4. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Exhibit A, Section 3 – Functions and Responsibilities and Exhibit A, Section 8. – Use of Chemicals.

19. TECHNICAL PROVISIONS – PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.

3. All pesticide applications shall be applied as directed by the Director.

4. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

5. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Exhibit A, Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Exhibit A, Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a

copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. For pesticide application reporting specifications, see Exhibit A, Section 3 – Functions and Responsibilities and Exhibit A, Section 8. – Use of Chemicals.

3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice a year, as determined by the Director.

   (b) Appropriate chemical control must be used on the following weeds.

   Bermuda Grass
   Kikuyu Grass
   Nutsedge
   Field Bindweed
   Spurge

   The aforementioned list is inclusive; other species may be added by the Director as necessary

   (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

   (a) Snails shall be controlled on a regular basis on the following plant species:

   Agapanthus africanus
   Aptenia sp.
   Gazania sp.
   Hemerocallis sp.

   (b) Snails shall be controlled on an as needed basis on all other plant material.

   (c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

   (a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

   (b) The Director may require all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

   (c) The Director may require all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

   (d) The Director may require all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

   (e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA (IF APPLICABLE)

1. Weed Control

   (a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

   (b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

   (c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Insect and Disease Control

   (a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

   (b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

20. OPEN SPACE AREA (PASEO) PROVISIONS – E-2 HIDDEN SPRINGS

E. GENERAL GUIDELINES

1. The following provisions are intended to address routine maintenance of the open area (paseos) located within and throughout the residential community of Hidden Springs (E-2). Should a conflict between these Special Provisions as outlined herein and the preceding Specification Sections of this document, these Special Provisions shall prevail regarding maintenance of the open area (paseos) located within and throughout Hidden Springs (E-2). These Special Provisions DO NOT APPLY to the landscaped parkway and median areas of Hidden Springs (E-2).

   (a) All open space areas shall be maintained in a condition free of unwanted plant species, as determined by the Director.

   (b) Non-woody plants, such as grasses and annual forbs shall be trimmed to a height of twenty-four (24) inches or lower at a frequency of no less than one (1) time per year, as determined by the Director.

   (c) Woody slope plantings shall be maintained in a manner that minimizes the accumulation of dead wood. This shall be accomplished by means of periodic trimming, pruning, and/or roguing, as determined by the Director.

   (d) A band of bare soil, twenty-four (24) inches in width shall be maintained per the Frequency of Service Table wherever Open Space (Paseo) areas abut residential parcels.

   (e) Newly planted and/or established tree and woody shrub plantings shall receive irrigation adequate to maintain soil moisture and plant vigor; in no case shall the interval between irrigations be greater than once per week. This work may require the use of a water tanker. Contractor shall be liable for replacement of any new or establishing plan materials lost due to Contractor's negligence, as determined by Director.

(f) Watering basins for newly planted and/or establishing tree and woody shrub plantings shall be continuously maintained and kept free of unwanted plant species until properly established, as determined by the Director.

(g) All areas damaged by erosion shall be immediately repaired to the originally intended condition and soil. Contractor shall be liable for the cost of repairing all erosion damage caused by Contractor's negligence.

(h) All areas damaged by rodent burrowings shall be immediately repaired to the originally intended condition and soil.

(i) All catch basins, drain lines, brow ditches, and lower slope swale areas shall at all times be kept clean and clear for proper drainage.

(j) Minimum flow channels shall be maintained in a manner that assures unimpeded flow of nuisance water per limits of design intent. This work may require periodic thinning/rouging of existing riparian plans, as determined by Director.

21. PROJECT LOCATION MAPS

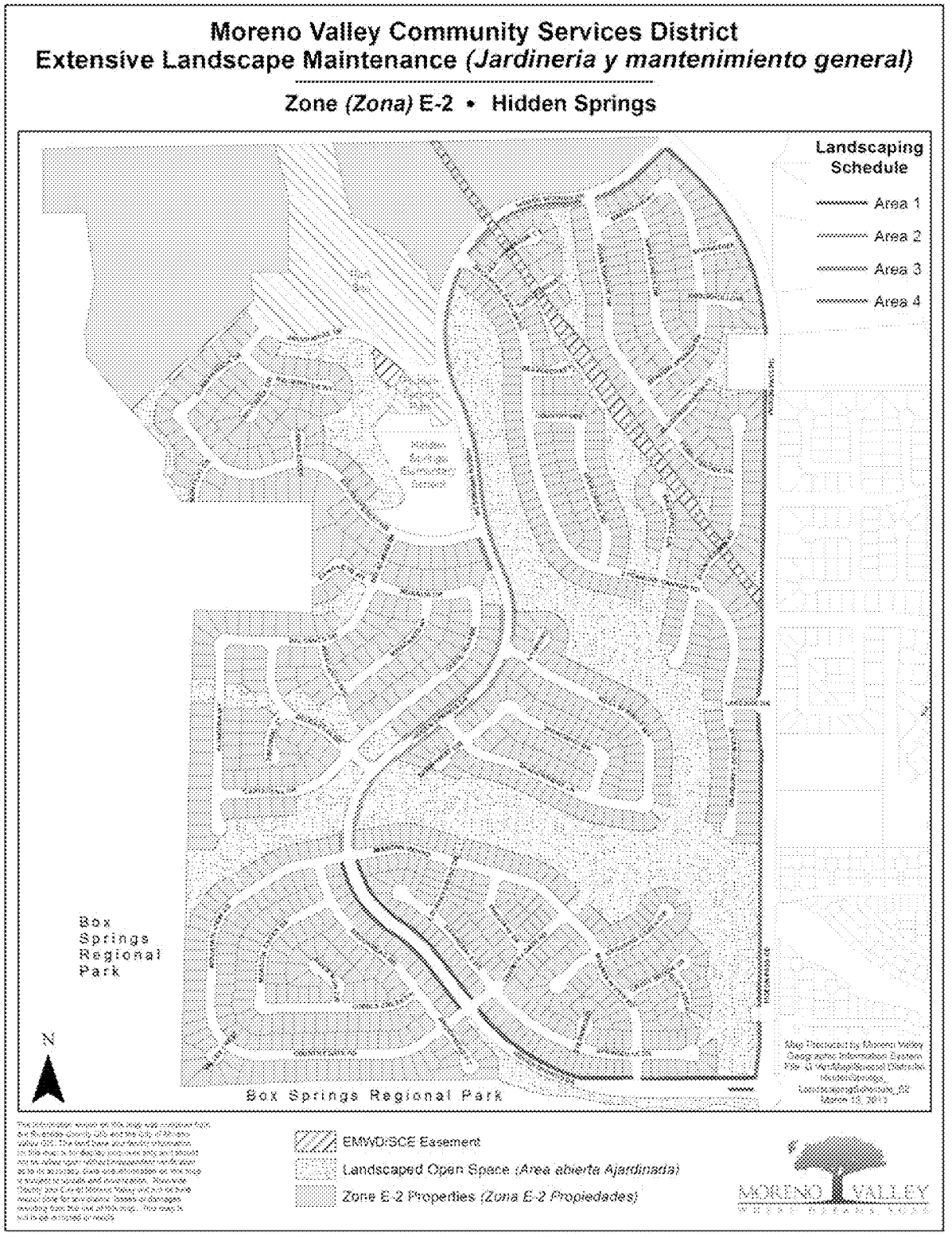

EXHIBIT B: District Responsibilities

RFP NO. 12/13-10
PROJECT NO. E-2 /13-14
HIDDEN SPRINGS (E-2)
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

1. CONTRACT SUPERVISION

A. The Contract shall be administered on behalf of the Chief Financial Officer/City Treasurer of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.

B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C: Payment Terms

RFP NO. 12/13-10
PROJECT NO. E-2 /13-14
HIDDEN SPRINGS (E-2)
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

1. CONTRACTOR'S COMPENSATION

A. The Contractor will be paid monthly per site based upon successful performance of the maintenance services provided in accordance with an approved service schedule for each area/site and in compliance with the terms and provisions of this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports of the following: 1) Maintenance performed, 2) Greenwaste, 3) Complaints received, 3) Hazards noted, and 4) Chemicals used in the prior month, along with 5) A detailed invoice for services in accordance with the Contract price for the work performed, which shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved.

The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to 951.413.3073.

Copies of invoices and reports will be submitted to the Special Districts Division of the Financial and Management Services ~~Public Works~~ Department at specialdistricts@moval.org. Calls may also be directed to the Special Districts Division at 951.413.3480.

B. The Contractor will obtain and keep current during the term of this Contract, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at http://www.moval.org/do_biz/biz-license.shtml.

C. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of seven thousand one hundred and twenty-three and 50/100 ($7,123.50) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed eighty-five thousand four hundred eighty-two and 00/100 dollars and 00/100 ($85,482.00), except as provided for in Section 2 below.

D. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be

completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall_forms.shtml#bf.

E. The minimum information required on all invoices includes:

1. Vendor Name, Mailing Address and Phone Number

2. Invoice Date

3. Vendor Invoice Number

4. City – provided Reference Number (Project No. and Title)

5. Detailed work hours by class title (e.g. Manager, Technician or Specialist), services performed, and rates, explicit portion of a contract amount or detailed billing information is sufficient to justify the invoice amount: single or lump sum amounts without detail are not acceptable.

F. The City shall pay the Contractor for all invoiced and authorized maintenance services within thirty (30) days of receipt of invoice for the same.

G. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2, paragraph C. herein this Exhibit, in addition to the work set forth in Exhibit A, General Provisions - Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Schedule II, Section B & C or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2, paragraph B. below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage

to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the

District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in Exhibit E, Schedule II , shall be prorated from the day the Contractor commences work on the additional areas.

D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Schedule II, Section D. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).

E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of eighteen thousand eight hundred and 00/100 dollars ($18,800.00) for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

A. Work required in the General or Technical Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or

reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, telephone, facsimile transmission or in writing.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the District to allow for explanations.

EXHIBIT D: Term of Contract

RFP NO. 12/13-10
PROJECT NO. E-2 /13-14
HIDDEN SPRINGS (E-2)
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

1. TERM OF CONTRACT

A. Following approval by both parties, the Contract will commence on July 1, 2013, and shall terminate June 30, 2014 (12) months thereafter.

B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.

C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.

E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

RFP NO. 12/13-10
PROJECT NO. E-2 /13-14
HIDDEN SPRINGS (E-2)
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

I: SCHEDULE I – VENDOR INFORMATION

A. COMPANY NAME: Mariposa Landscapes, Inc.

TYPE
- Sole proprietor _____
- Partnership _____
- Corporation X

B. COMPANY ADDRESS (STREET) 15529 Arrow Highway

(CITY, STATE, ZIP) Irwindale, CA 91706

C. COMPANY ADDRESS (MAILING) 15529 Arrow Highway

(CITY, STATE, ZIP) Irwindale, CA 91706

D. BUSINESS PHONE NUMBER(with area code) 626-960-0196

E. SATELLITE OFFICE ADDRESS (if applicable):
11093 Almond Ave, Fontana, CA 92337

F. SATELLITE OFFICE PHONE NUMBER 909-429-2546

G. CONTRACTOR'S LICENSING INFORMATION:

1. LICENSE NUMBER/CLASSIFICATION/NAME STYLE:
Lic. No. 592268, Class C-27, A, C61/D49
2. NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 23 years
3. LICENSE EXPIRATION DATE: 4/30/14
4. CURRENT LICENSE STATUS: Active
5. PRIOR ACTIONS AGAINST THIS LICENSE? Yes / (No)
6. IF YES, LIST CITATION TYPE AND HOW RESOLVED:
N/A

H. .COMPANY'S FEDERAL IDENTIFICATION NO.: 95-4245898

I. NAME AND TITLE(s) OF COMPANY OFFICERS:

Terry Noriega, President
Antonio Valenzuela, Secretary

J. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES: 32 years

K. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 32 years

L. CURRENT LANDSCAPE MAINTENANCE OPERATIONS

THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED IN ANSWER TO THIS QUESTION (QUESTION L.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

TOTAL NUMBER OF LANDSCAPE MAINTENANCE CONTRACTS: 70

PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 65%

TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: $15,000,000.00

1. NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS: 11	AVERAGE WAGE SCALE: $65.00 /Hr.*
TECHNICIANS: 55	AVERAGE WAGE SCALE: $45.00 /Hr.*
FOREMEN: 77	AVERAGE WAGE SCALE: $35.00 /Hr.*
LABORERS: 157	AVERAGE WAGE SCALE: $30.00 /Hr.*

*Use the fully burdened rate (i.e., taxes, insurance, benefits, OH &P) - This is a prevailing wage project.

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

A. MOTOR VEHICLES

- TYPE: Dump Truck NUMBER: 4
- TYPE: Pick Up Truck NUMBER: 53
- TYPE: Stake NUMBER: 53
- TYPE: Sweeper NUMBER: 1

B POWER EQUIPMENT

- TYPE: Mowers NUMBER: 78
- TYPE: Weed Eaters NUMBER: 118
- TYPE: Blowers NUMBER: 101
- TYPE: Edgers NUMBER: 47

II: REFERENCES

Attach Responses to this question on additional sheets – One sheet per reference

A. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.

B. REFERENCE RESPONSES MUST INCLUDE:

1. NAME AND ADDRESS OF AGENCY;
2. NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
3. CONTRACT NAME(S) / NUMBER(S);
4. ANNUAL CONTRACT AMOUNT(S);
5. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
6. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
6. LENGTH OF CONTRACT(S).

C. **THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:**

1. How many (number) of contracts and years under contract?
2. What are/were the Scope of the contract(s), acreage amounts, location(s)?
3. What are/were the Contract amount(s)?
4. Do/did they have adequate (quantity/quality) staffing?
5. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
6. Does staff have the ability to comprehend/speak English?
7. How are/were the appearance, uniforms, and use of safety equipment?
8. Do/did they have availability of additional personnel for extra work/special projects?
9. Is/was the equipment used in good working order?
10. Do/did they have an effective in-company communications system?
11. How is/was the knowledge of project/contract standards?
12. Do/did they have the ability to respond to complaints/requests in a timely fashion?

II: REFERENCES

Name:	Exposition Park
Address:	700 State Drive Los Angeles, CA 90037
Contact:	Seana Campos, Manager
Phone:	213-744-7454
Contract Amount:	$547,246.00 year
Acreage:	40 Acres
Locations:	Provides grounds and landscape service for Exposition Park
Length of Contract:	2008-Current

15529 ARROW HIGHWAY, IRWINDALE, CA 91706
CA. LANDSCAPE CONTRACTORS LICENSE NO. 592268
TEL. 626 • 960 • 0196 FAX 626 • 960 • 8477

Name:	Rancho Cucamonga
Address:	9153 9th Street Rancho Cucamonga, CA 91730
Contact:	Steve Relph, Supervisor
Phone:	909-477-2730 x4116
Fax:	909-477-2732
Contract Amount:	$1,164,213.00 year
Acreage:	124 Acres
Locations:	Various Locations – all medians in the city
Length of Contract:	1989-Current

Name:	City of Placentia
Address:	401 E. Chapman Ave. Placentia, CA 92870
Contact:	Joe Najera, Supervisor
Phone:	714-238-2422
Contract Amount:	$769,975.00 year
Acreage:	100 Acres
Locations:	Various locations throughout the city
Length of Contract:	1993-Current

13. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
14. How accurate & timely is/was billing/invoicing?
15. Have Contract(s) been successfully completed to term?
16. Would you accept future proposals/bids from this company?

III: PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

A. **Facilities** – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

Mariposa Landscapes, Inc.
11093 Almond Ave
Fontana, CA 92337

Mariposa Landscapes, Inc.
15529 Arrow Highway
Irwindale, CA 91706

B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full and comprehensive response.

1. Equipment:

Weedeater (S)
Backpack blowers (S)
Various hand tools (S)

2. Motor Vehicles:

3/4 ton full size pick up (S)
3/4 ton full size ext. cab pickup (S)
3/4 ton full size irrigation truck (S)
utility trailer (S)

3. Turf Maintenance Power Equipment/Tools:

N/A

4. **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**
(List both powered and hand equipment/tools)

Hedgetrimmer
Stick hedgetrimmer
Pole Saw
Hand Pruner
lopers
Rakes
Brulaps

5. **Irrigation System Maintenance Equipment:**
(List both powered and hand equipment/tools)

Shovels (various)
picks
pipe cutter
pipe wrenches (various)
screw drivers (various)
volt meter
wire tracer
hand held remote
pliers

6. **Fertilizer Application Equipment:**
(List both powered and hand equipment/tools)

walk behind broadcast spreader
hand held broadcast spreader

7. **Pesticide Application Equipment:**
(List both powered and hand equipment/tools)

backpack spayer
100 gallon spray tank (if necessary)

C. **Staff**: - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**
(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

Luis Valenzuela-Maintenance Division Manager, CLT, QAC, Arborist (aslo refer to attached resume
Jaime Garcia-Maintenance Supervisor-QAC (also refer to attached resume)
Forman-to be assigned upon award of contract
Irrigator-to be assigned upon award of contract
Laborer 1-to be assigned upon award of contract
Laborer 2-to be assigned upon award of contract (subject to change or modify)

2. **Tree Trimming/Maintenance:**
(List any ISA or equivalent certified personnel)

Tasks to be performed by Assigned Routine Crew

3. **Irrigation System Maintenance:**
(List technical personnel – include any relevant education, certification, licensing information for each person listed)

Irrigator to be assigned upon award of contract

4. **Pesticide Application:**
(List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.)

Tasks to be performed by Assigned Routine Crew.

IV: PROPOSED PROJECT WORK SCHEDULES

Pages 73-76 contain blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed scheduled for performing the services as describe in Exhibit A. For those services listed under the Technical Provisions found in Exhibit A, Sections 17, A., C., D., E., and G.; 18 A. and B.; and 19 C. 1 (a), refer to the FREQUENCY OF SERVICE TABLE located in Exhibit E, Section V., A Parkways and Medians for **Service Schedule Level 1**, and B Open Spaces (Paseos) **for Service Level 4** on page 77. Use additional sheets as necessary to provide a full and comprehensive response on each of the schedule sheets.

If selected, the awarded Contractor will provide the CSD, within 30 days after contract execution, a mapped work schedule for E-2. Sample mapped work schedules have been provided for reference.

A. MONTHLY SCHEDULE SHEET

1. List all tasks specified to be performed on a weekly or monthly basis for the E-2 area in the box corresponding to the day of the week/month the work is proposed to be performed.

2. Be sure to include administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

B. ANNUAL SCHEDULE SHEET

1. List all tasks specified to be performed for the E-2 area~~s~~ at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which the work is proposed to be performed.

2. Be sure to include any administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

E-2 MONTHLY SCHEDULE SHEET

PARKWAYS – SERVICE SCHEDULE LEVEL 1

OPEN SPACE (PASAEOS) – SERVICE SCHEDULE LEVEL 4

PROPOSED PROJECT WORK SCHEDULES

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 -Debris/litter (partial) -Shrub & GC care (partial) -Weed control (partial) -Irrigation inspect/ adjust -Reports	-Debris/litter (partial) -Shrub & GC care (partial) -Weed control (partial) -Irrigation inspect/ adjust -Reports	NO WORK	NO WORK	NO WORK
WEEK #2 Same as above	Same as above	Same as above	Same as above	Same as above
WEEK #3 Same as above	Same as above	Same as above	Same as above	Same as above
WEEK #4 Same as above	Same as above	Same as above	Same as above	Same as above

E-2 ANNUAL SCHEDULE SHEET

PARKWAYS – SERVICE SCHEDULE LEVEL 1
OPEN SPACE (PASAEOS) – SERVICE SCHEDULE LEVEL 4
PROPOSED PROJECT WORK SCHEDULES

JANUARY Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	**FEBRUARY** Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	**MARCH** Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Pre-emergent Reports
APRIL Routine Maint. Tree,Shrub & GC Care (as necessary) Fertilize shrubs & GC w/ 23-5-10 Reports	**MAY** Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	**JUNE** Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Reports
JULY Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	**AUGUST** Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	**SEPTEMBER** Routine Maint. Tree,Shrub & GC Care (as necessary) Fertilize shrubs & GC w/ 23-5-10 Pre-emergent Reports
OCTOBER Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	**NOVEMBER** Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	**DECEMBER** Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Reports

V: FREQUENCY OF SERVICE TABLES

A. PARKWAYS AND MEDIANS

Service Type	Service Schedule Level 1 (4 Week)	Service Schedule Level 2 (8 Week)	Service Schedule Level 3 (12 Week)
17.A. Turf Care[1]			
Mow/edge/trim	Weekly	Every other week	Every other week
Aeration	Bi-annually (Spring & Fall)	Bi-annually (Spring & Fall)	Annually (Spring)
17.C. Shrub Care			
Prune/trim	Monthly	6x's per year	4x's per year
17.D. Ground Cover			
Prune/trim	Monthly	6x's per year	4x's per year
17.F. 2. Irrigation	Weekly	Weekly	Weekly
17.E. Weed Control			
Weed control	Monthly	6x's per year	4x's per year
17.G. Debris/Litter			
Debris/Litter removal	Weekly	Every other week	Monthly
18.A. Turf Fertilization[1]	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)
18.B. Shrub/Ground Cover Fertilization	2x's per year (April & Sept.)	2x's per year (April & Sept.)	1x per year (April)
19. C. 1. (a) Pre-Emergent Ground covers, shrubs & trees - Pesticide usage criteria[2]	2x's per year (Spring & Fall)	2x's per year (Spring & Fall)	2x's per year (Spring & Fall)
Exhibits G & I Reports	Monthly	Monthly	Monthly
Exhibit H Report	Weekly	Weekly	Weekly

[1]As of the preparation of this Contract, no Turf areas are located within the E-2 Hidden Springs community. This Specification is consistent with CSD landscaped service areas having Turf. Should E-2 add and/or remediate parkway or median locations to include Turf this Specification shall apply.

[2] Specification of month to be approved by Director in advance of application.

B. OPEN SPACE (PASEOS)

Service Schedule Levels	Service Type
Level 1 - (Monthly)	Monthly Maintenance includes: ▪ Weekly irrigation monitoring. ▪ Monthly - Shrub trimming and clearing from trails and fences. ▪ Monthly - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One annual weed abatement.
Level 2 - (Every Other Month)	Every Other Month Mainteance includes: ▪ Monthly irrigation monitoring. ▪ Every Other Month - Shrub trimming and clearance from trails and fences. ▪ Every Other Month - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One Annual weed abatement.
Level 3 - (Quarterly)	Quarterly Maintenance includes: ▪ Monthly irrigation monitoring. ▪ Quarterly - Shrub trimming and clearing from trails and fences. ▪ Quarterly - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One Annual weed abatement.
Level 4 - (Annually)	Annual Maintenance includes: ▪ Monthly irrigation monitoring. ▪ Annual - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One Annual weed abatement.

FREQUENCY OF SERVICE TABLES (continued)

(Sign here) _____

By signing, I hereby acknowledge review of the aforementioned Frequency of Services and have incorporated reference of the frequencies in the Bid Schedule, including the Optional Bid Schedule, and the proposed monthly and annual schedule sheets for the services to be provided consistent with the terms of this Contract.

SAMPLE SERVICE SCHEDULES

A. E-2 - 4 WEEK ROTATION (Service Schedule Level 1)

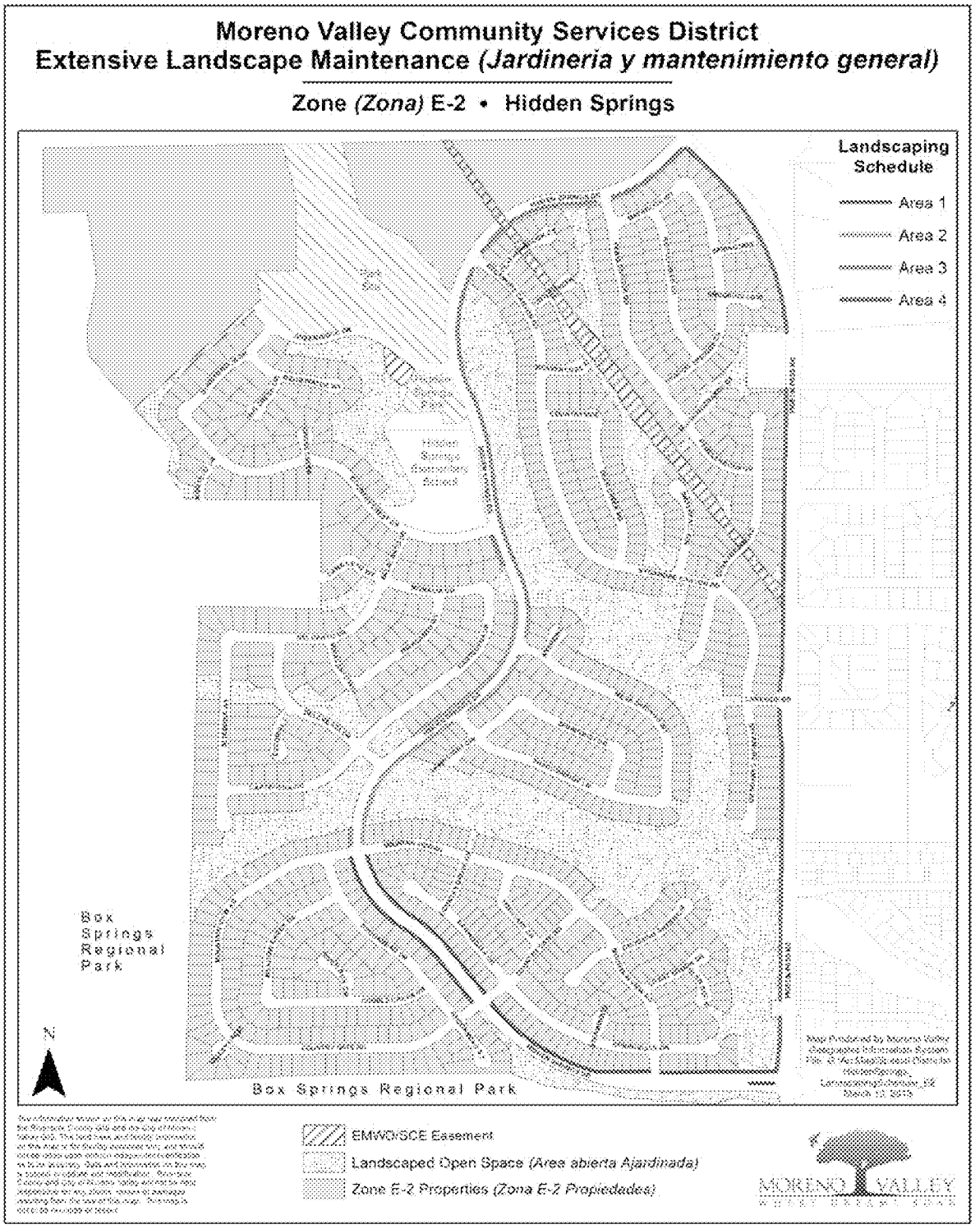

B. E-2 - 8 WEEK ROTATION (Service Schedule Level 2)

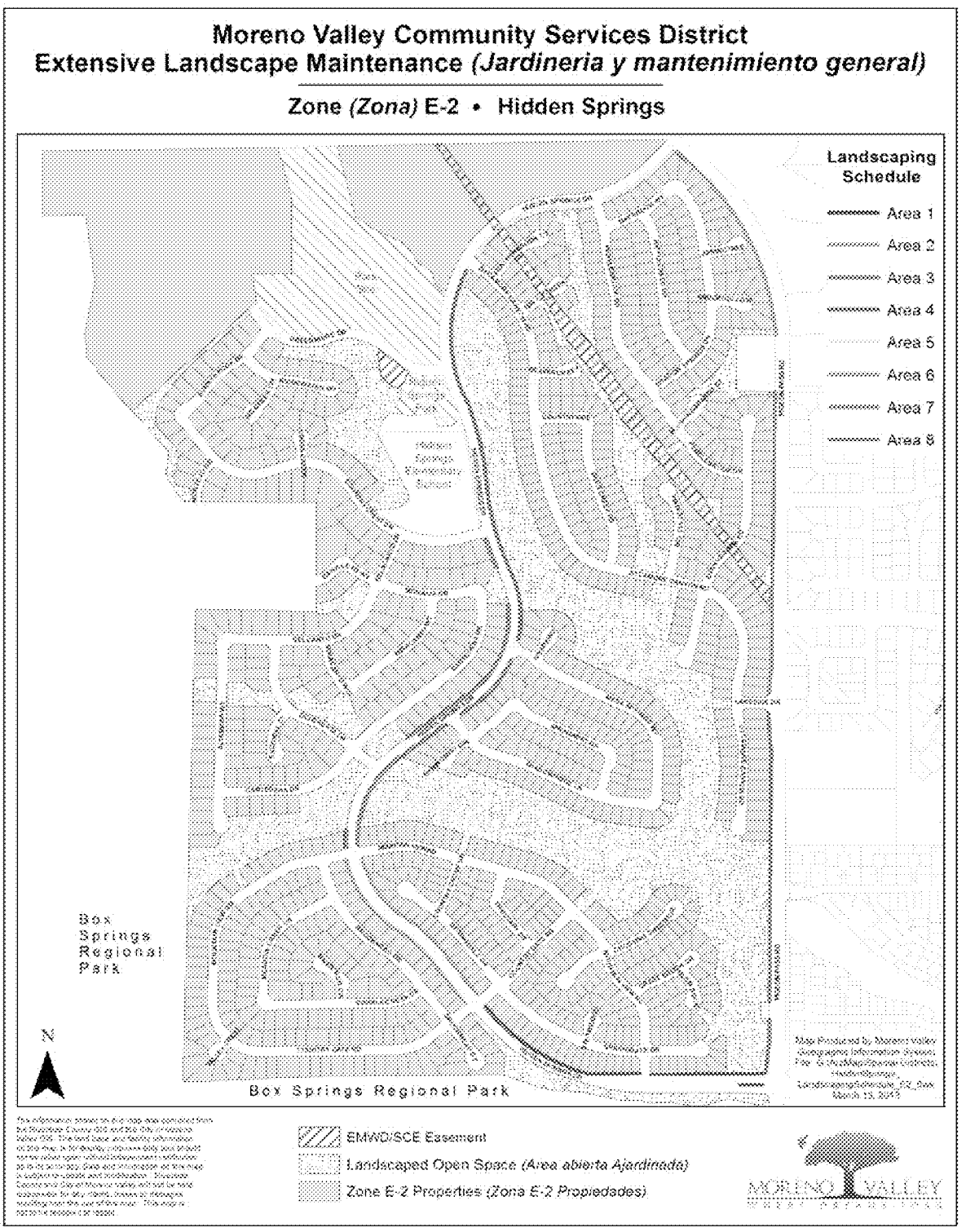

C. E-2 - 12 WEEK ROTATION (Service Schedule Level 3)

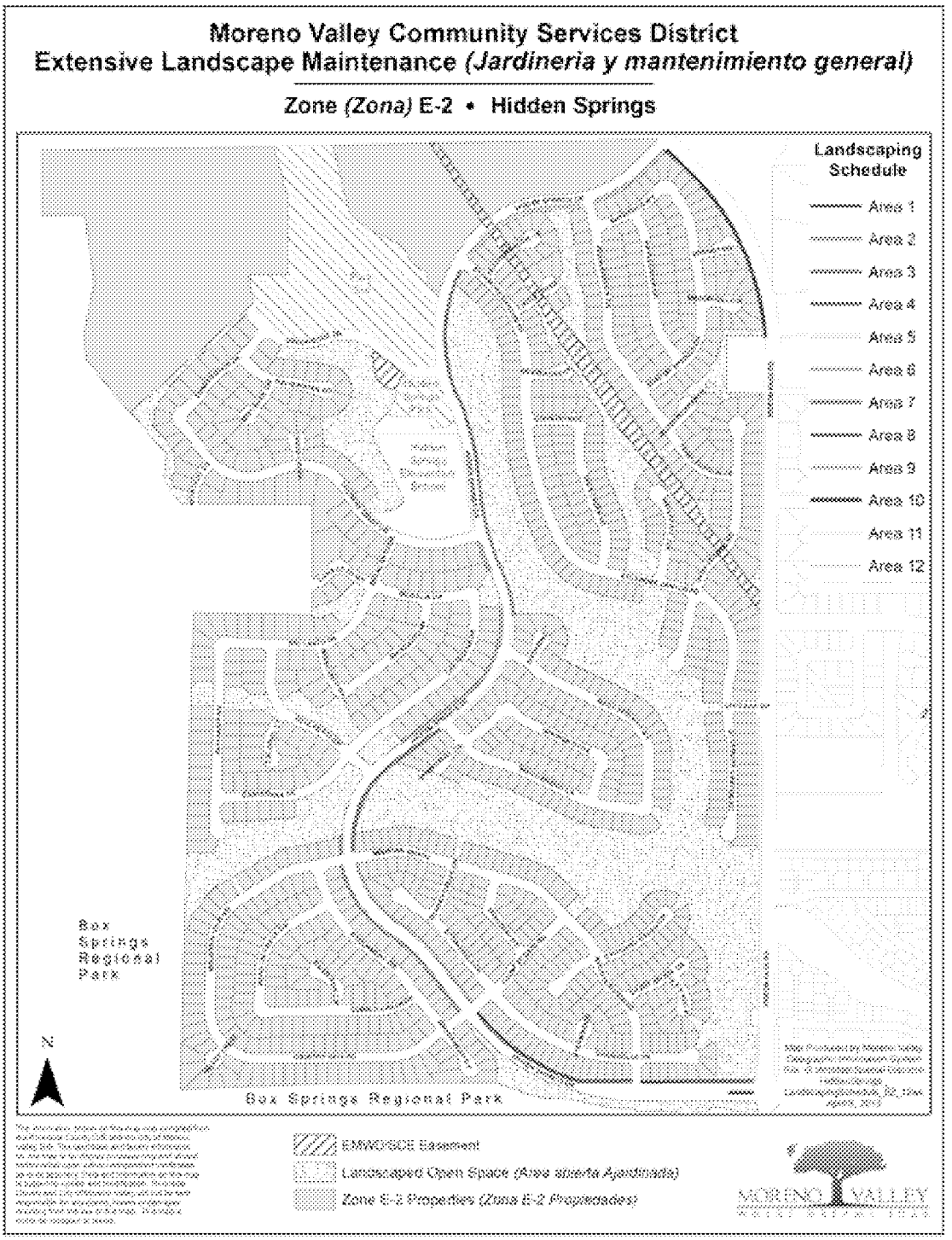

VII. PROPOSED ANNUAL MATERIAL SCHEDULE

A. Fertilizers:

List the fertilizers to be furnished to execute work tasks specified in Exhibit A. Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
23-5-10	2,000 lbs	$2,048.00
Misc	1 lump sum	$150.00

B. Pesticides:

List pesticides to be furnished to execute work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Glyphosate	7 gallons	$274.00
Pre-emergent	4 gallons	$308.00
Fumitoxin	6 flasks	$336.00
Misc chemicals	1 lump sum	$150.00

VIII. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

A. Communications:

The General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Scope of Services specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

All communications will be routed through our main office and dispatch center in Irwindale. A 24-hour "800" number will be provided to the City of Moreno Valley and will use all of the current communication methods such as two way radios, and cellular phones.
The Supervisor responsible for the crew and foreman performing the work is in daily communication with the foreman personally or by cellular phone, or radio communications to insure that the schedule of work operations is followed in strict accordance to the guidelines of the contact. Furthermore, the Supervisor routinely inspects the job site by walking it with his foreman or crew, identifying areas of concern and keeping the Branch Manager in charge of landscape maintenance operations informed as to the condition of the sites in question. All work not in compliance in the opinion of the Supervisor will be addressed immediately through specific instructions to the foreman and crew to perform the corrective work. Our office is open for communications from 5:30am to 4:30pm, Monday-Friday and we are available 24 hours a day through the answering service to address emergency call outs. We have a full support staff of mechanics that can respond to emergencies immediately and a depth of replacement equipment that will allow us to stay consistent with our schedules.

B. Traffic Safety:

The General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

We pride ourselves in safety. Our company's goal is to have no work-related injuries. Mariposa strongly believes that a clean, safe and healthy environment should be provided for all employees. Every reasonable precaution is taken to provide all employees with a safe place to work including on job locations.
Mariposa periodically conduct training for various safety topics and issues, from defensive driving to driving in wet/icy weather.
Our company follow the WATCH manual when it comes to conducting traffic control on projects in traffic areas. Mariposa also conducts periodic training on the WATCH manual.
Mariposa owns and utilize arrow boards, delineators, cones, signs and any other necessary traffic control equipment (as necessary).

C. Greenwaste Recycling:

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

Mariposa Landscapes, Inc. uses effort to initiate "green" environment and energy conservation. Our company has a recycling program for green waste and paper products. We implement this program at our local offices and at all the job sites.

Mariposa will provide the City of Moreno Valley any documentation necessary to meet the mandate such as receipts and any other documentation.
For this project site, one potential location to take the greenwaste is:

Robert A. Nelson Transfer Station
1830 Agua Mansa Road
Riverside, CA 92509
(951) 786-0655

IX. LIST OF SUBCONTRACTORS

A. SUBCONTRACTORS:

In compliance with the provisions of Government Code, Section 4102, the undersigned Proposer sets forth the name and location (address) of the place of business of each subcontractor who will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
None		

X. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE _____

PRINTED NAME Terry Noriega

TITLE President

COMPANY NAME Mariposa Landscapes, Inc.

DATE May 8, 2013

XI. PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the Moreno Valley Community Services District and Mariposa Landscapes, Inc., and further, the aforesaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind Mariposa Landscapes, Inc. to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT (PRINTED), SIGNED AND DATED

SIGNATURE _____

NAME Terry Noriega

TITLE President

COMPANY NAME Mariposa Landscapes, Inc.

DATE May 8, 2013

I. SCHEDULE II

BID SCHEDULE

PROPOSER: ~~Mariposa Landscapes, Inc.~~
(Company Name)

A. SERVICE SCHEDULES:

1. E-2 (Hidden Springs) ~~& E-16 (Shadow Mountain)~~ Parkways & Medians - Current Service – Level 1

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 LANDSCAPED PARKWAYS & MEDIANS	Planter:265,280 sq. ft.	0.0165 $	4,377.12 $	52,525.44 $
~~E-16 LANDSCAPED PARKWAYS & MEDIANS~~	~~Planter:118,002 sq. ft.~~	$	$	$
PARKWAYS & MEDIANS TOTAL		0.0165 $	4,377.12 $	52,525.44 $

2. E-2 (Hidden Springs) Open Space (Paseos) - Current Service –Service – Level ~~2~~ 1

~~SITE~~	~~ESTIMATED AREA (sq. footage)~~	~~COST PER SQ. FT. PER OCCURRENCE~~	~~COST PER MONTH~~	~~COST PER TWELVE MONTHS~~
~~E-2 OPEN SPACE (PASEOS)~~	~~Planter:3,308,892 sq. ft.~~	0.00083 $	2,746.38 $	32,956.56 $
~~OPEN SPACE (PASEOS)TOTAL~~		$	$	$

~~E-2 & E-16 Landscaped Parkways & Medians and E-2 Open Space (Paseos) TOTAL AMOUNT OF SERVICE~~	0.00083 $	2,746.38 $	32,956.56 $

The Total Amount of the Service shall be the combined total cost for twelve (12) months of service based upon the totals in A. 1. E-2 (Hidden Springs) ~~and E-16~~ Parkways and Medians – Service Schedule Level 1 and A. 2 E-2 (Hidden Springs) Open Space (Paseos) – Service Schedule Level ~~1~~ 2 as listed on the preceding page:

Figures: $85,482 and 00 /100's Dollars

Words: Eighty Five Thousand Four Hundred Eighty two Dollars and 00 /100's Dollars

All work shall be performed in accordance with the terms and conditions of this Independent Contractor Agreement, which includes all General and Technical Provisions as outlined herein for the Full or Reduced Services. Any modification to the number of occurrences for any service shall be made per written direction by the District. Service occurrences may be modified with 30 days advance written notice by the District.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway, irrigation, and landscaping as set forth in Exhibit A of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 1, 2 has/have been received and is/are made a part of this proposal.

President June 6, 2013

(AUTHORIZED SIGNATURE AND TITLE) (DATE)

B. OPTIONAL SERVICE LEVELS

1. E-2 (Hidden Springs) ~~& E-16 (Shadow Mountain)~~ Parkways & Medians

- Service Schedule Level 2 – Optional Service

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 LANDSCAPED PARKWAYS & MEDIANS	Planter:265,280 sq. ft.	0.0115 $	3,050.72 $	36,608.64 $
~~E-16 LANDSCAPED PARKWAYS & MEDIANS~~	~~Planter:118,002 sq. ft.~~	$	$	$

- Service Schedule Level 3 – Optional Service

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 LANDSCAPED PARKWAYS & MEDIANS	Planter:265,280 sq. ft.	0.0103 $	2,732.38 $	32,788.61 $
~~E-16 LANDSCAPED PARKWAYS & MEDIANS~~	~~Planter:118,002 sq. ft.~~	$	$	$

2. E-2 (Hidden Springs) Open Space (Paseos)

- Service Schedule Level 1 – Optional Service

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 OPEN SPACE (PASEOS)	Planter:3,308,892 sq. ft.	0.00152 $	5,029.52 $	60,354.19 $

PROPOSER: Mariposa Landscapes, Inc.
(Company Name)

President June 6, 2013
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

OPTIONAL SERVICE LEVELS (Continued)

E-2 (Hidden Springs) Open Space (Paseos)

- **Service Schedule Level ~~2~~ 4 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 OPEN SPACE (PASEOS)	Planter:3,308,892 sq. ft.	0.00061 $	2,018.42 $	24,221.09 $

- **Service Schedule Level 3 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 OPEN SPACE (PASEOS)	Planter:3,308,892 sq. ft.	0.00078 $	2,580.94 $	30,971.23 $

PROPOSER: Mariposa Landscapes, Inc.
(Company Name)

President June 6, 2013
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

C. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work and Routine Irrigation Repair shall include, but are not limited to, those situations where Additional Work may be required, as referenced in Exhibits A and C.

UNIT PRICES (Includes all labor and materials)

1. 1 gal. shrub/vine/ground cover in place	@	$7.00	ea
2. 5 gal. shrub/vine/ground cover in place	@	$18.00	ea
3. 5 gal. tree in place (stakes included)	@	$30.00	ea
4. 15 gal. tree in place (stakes included)	@	$75.00	ea
5. 24" box tree in place (stakes included)	@	$250.00	ea
6. 36" box tree in place (guy wires included)	@	$750.00	ea
7. Flat of ground cover in place	@	$25.00	ea
8. Fertilizer application	@	$0.02 per sf	ea
9. Planter bed mulch in place	@	$40.00	/cu. yd
10. Additional labor	@	$30.00	/man hour
11. Additional Irrigation Technician	@	$45.00	/man hour

PROPOSER: Mariposa landscapes, Inc.
(Company Name)

President May 8, 2013
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

D. ROUTINE IRRIGATION REPAIR PRICES

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

1. Irrigation repair parts for routine repairs @ cost plus 15 %

2. Unit prices for Additional Work (additional landscape areas) per Exhibit C, Section 2.

   A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable).

   $ .02 /sq. ft./mo.

   B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable).

   $ .025 /sq. ft./mo.

3. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: Mariposa Landscapes, Inc.
(Company Name)

President May 8, 2013
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

II. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, (Schedule II) A. "Bid Schedule"):

Eighty Five Thousand Four Hundred Eighty Two Dollars and Zero Cents.
(Dollar Amount in Words)

$ 85,482.00
(Dollar Amount in Figures)

Date: June 6, 2013

Proposer: Mariposa Landscapes, Inc.
(Company Name)

By: [signature]
(Signature)

Title: President

State License Number and Classification: Lic. No. 592268, Class : C-27, A, C61/D49

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF California

PRESIDENT [signature]

(Corporate Seal)

SECRETARY [signature]

III. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

~~Accom~~panying this proposal is a cashier's check, a certified check, or a Proposal Surety Bond for 10% of BID AMOUNT, payable to the Moreno ~~Valley Community Services~~ District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated May 8, 2013

Signature of Proposer _____

By _____

Address of Proposer _____

_____

Telephone Number of Proposer ( ) _____

Names and Addresses of Members of the Company:

Terry Noriega, President

Antonio Valenzuela, Secretary

(If a Corporation)

Signature of Proposer _____

By Terry Noriega

Title President

Business Address 15529 Arrow Highway

Irwindale, CA 91706

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of California

State License Number and Classification Lic. No. 592268, Class: C-27, A, C61/D49

PRESIDENT

SECRETARY

TREASURER

(Corporate Seal)

IV. PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Mariposa Landscapes, Inc.

_____, as

principals, and The Ohio Casualty Insurance Company, a duly

authorized corporate surety: Business Address 790 The City Drive South, Suite 200,

Orange, CA 92868,

Phone 714-634-3311, are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of Ten Percent of the Total Amount Bid Dollars, ($ 10%), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly, and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about to hand in and submit to the Board of Directors of the Moreno Valley Community Services District, a proposal for **PROJECT NO. E-2 ~~AND E-16/~~13-14 -, HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~ MAINTENANCE OF PARKWAY, MEDIAN & OPEN SPACE LANDSCAPING AND IRRIGATION**, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said Board of Directors, and if the said principal shall fail or neglect to enter into a Contract therefore within the required time, then in that case the undersigned obligors will pay to the Moreno Valley Community Services District the full sum of Ten Percent of the Total Amount Bid Dollars,

($ 10%), as liquidated damages for such failure and neglect.

WITNESS our hands this 18th day of April, 20 13.

(SIGNATURE PAGE FOLLOWS)

Proposal Surety Bond (cont.)

PRINCIPAL	CORPORATE SURETY
Name: Mariposa Landscapes, Inc.	Name: The Ohio Casualty Insurance Company
Address: 15529 Arrow Highway	Address: 790 The City Drive South, Suite 200
Irwindale, CA 91706	Orange, CA 92868
Tel. No.: 626-960-0196	Tel. No.: 714-634-3311
By:	By: Attorney-in-Fact Jeffrey R. Gryde

SIGNING INSTRUCTIONS

- **The Bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.**
- **The Bond shall include attached Notary Certificates for the Attorney-in-Fact and the Principal.**
- **The Bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).**
- **The Bond shall include the address at which the Principal and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).**

If any of the above items are omitted, the proposal will be considered non-responsive and will be rejected.

790 The City Drive South, Suite 200, Orange, CA 92868

MV00207791

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5901255

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jeffrey R Gryde

all of the city of Laguna Niguel, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of December, 2012.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: _____
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 19th day of December, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of April, 20 13.

By: _____
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of Orange

On April 18, 2013 before me, **P Zeis, Notary Public**, personally appeared **Jeffrey R. Gryde**
Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

NRO1 P. ZEIS COMM. #1974059 Notary Public - California Orange County My Comm. Expires Apr. 29, 2016 NRO1

Signature _____

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____ Document Date _____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/~~they~~ - is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On May 8, 2013 before me, J. Cho, Notary Public,
(Here insert name and title of the officer)

Personally appeared Terry Noriega, President,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

J. CHO
COMM # 2002552
Notary Public - California
LOS ANGELES COUNTY
My Commission Expires Dec. 30, 2016
AER1 AER1

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

V. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF)§

(NAME) Terry Noriega, affiant being first duly sworn, deposes and says:

That he or she is President of
(sole owner, partner or other proper title)

Mariposa Landscapes, Inc.
(Contractor)

the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: Mariposa Landscapes, Inc.

Bidder's Address:
15529 Arrow Highway, Irwindale, CA 91706

Telephone No.: (626) 960-0196

(Signature of Bidder) President (Title)

ALL SIGNATURES MUST BE NOTARIZED

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On May 8, 2013 before me, J. Cho, Notary Public,
(Here insert name and title of the officer)

Personally appeared Terry Noriega, President,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

J. CHO
COMM # 2002552
Notary Public - California
LOS ANGELES COUNTY
My Commission Expires Dec. 30, 2016
AER1 AER1

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

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  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

EXHIBIT F: PREVAILING WAGE DETERMINATION

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

DETERMINATION: SC-LML-2008-1
ISSUE DATE: February 22, 2008
EXPIRATION DATE OF DETERMINATION: December 31, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

		Employer Payments					Straight-Time		Overtime
LOCALITY:	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2X
Imperial	$8.00	-	-	[a] 0.115	0.17	-	8	[b] 8.285	[b] 12.285
Inyo, Mono and San Bernardino	8.00	-	-	0.30	0.17	-	8	8.47	12.47
Kern	8.00	-	-	[c] 0.16	0.17	-	8	[b] 8.33	[b] 12.33
	10.00	-	-	[d] 0.27	0.46	-	8	[b] 10.73	[b] 15.73
Los Angeles	8.00	0.89	-	[e] 0.115	0.14	-	8	[b] 9.145	[b] 13.145
Orange	8.00	-	-	[f] 0.11	0.11	-	8	[b] 8.22	[b] 12.22
Riverside	8.00	-	-	[g] 0.20	0.16	-	8	[b] 8.36	[b] 12.36
San Diego	8.00	-	-	0.22	0.115	-	8	8.335	12.335
	8.00	-	-	0.24	0.12	-	8	8.36	12.36
San Luis Obispo	8.00	-	-	[h] 0.15	0.15	-	8	8.30	12.30
	8.00	-	-	[i] 0.16	0.16	-	8	8.32	12.32
Santa Barbara	8.00	-	-	[h] 0.12	0.12	-	8	[b] 8.24	[b] 12.24
	8.00	-	-	[j] 0.13	0.13	-	8	[b] 8.26	[b] 12.26
Ventura	8.00	-	-	0.115	0.16	-	8	8.275	12.275
	8.00	2.87	-	[j] 0.19	0.26	-	8	[b] 11.42	[b] 15.42

Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

[a] $0.22 after 3 years of service.
[b] Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
[c] $0.31 after 2 years of service.
[d] $0.54 after 2 years of service: $0.81 after 3 years of service.
[e] $0.24 after 3 years of service: $0.37 after 7 years of service.
[f] $0.22 after 4 years of service.
[g] $0.40 after 3 years of service.
[h] $0.23 after 2 years of service.
[i] $0.27 after 2 years of service.
[j] $0.38 after 3 years of service.
[k] $0.29 after 2 years of service.
[l] $0.31 after 2 years of service.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Travel and subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

EXHIBIT G: MONTHLY LANDSCAPE SERVICES REPORT FORM

MONTHLY LANDSCAPE SERVICES REPORT
PROJECT NO._____ MORENO VALLEY COMMUNITY SERVICES DISTRICT MONTH OF _____, 20___

MAINTENANCE • DATE(S) • AREA • SERVICE TYPE: MOW/EDGE TRIM/PRUNE-WEED LITTER-IRRIGATION ETC.	FERTILIZER • DATE(S) • AREA • PRODUCT/ANALYSIS • AMOUNT/AREA • CROP	PESTICIDES • DATE(S) • PRODUCT USED • AMOUNT USED • AREA • TARGET PEST	COMPLAINTS • DATE(S) RECEIVED • AREA/LOCATION • COMPLAINT/ACTION • DATE CORRECTED • CORRECTIVE ACTION	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED • CORRECTIVE ACTION
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

EXHIBIT H: WEEKLY IRRIGATION REPORT FORM

WEEKLY IRRIGATION REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT

CONTROLLER NO. _____ FOR MONTH OF _____, 20___

STATION NO. _____ PROJECT NO._____

	DATE(S) CHECKED	PROBLEM(S) IDENTIFIED	CORRECTIVE ACTIONS • DATE CORRECTED • CORRECTIVE ACTION DETAILS	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

EXHIBIT I: GREENWASTE REPORT FORM

MORENO VALLEY COMMUNITY SERVICES DISTRICT
-MONTHLY GREENWASTE REPORT-
FOR

MONTH:_____YEAR:_____

1. **Source of greenwaste (Project No./Location):_____**

   _____

2. **Amount of greenwaste generated from above source (by weight):**
   _____LBS. –or- TONS.

3. Name, address, and phone number of recycle accepting greenwaste:

   - **Company Name:_____**
   - **Address: _____**

     _____
   - **Phone Number: (_____)_____**

4. **Amount of greenwaste-source products (mulch, compost, top dressing, and soil amendments, etc.) furnished to Project (by weight):**

   _____LBS. -or- TONS.

5. **Name, address, and phone number of recycle supplying greenwaste-source products to Project (if different from No. 3 above):**

   _____

   _____

   _____

6. **Number of times turf mowed this month:_____**

7. **Number of times turf mowed without clippings caught:_____**

CONTRACTOR:_____

ADDRESS:_____

PHONE:_(_____)_____

MORENO VALLEY
WHERE DREAMS SOAR

April 9, 2013

ADDENDUM NO. 1

CITY OF MORENO VALLEY
HIDDEN SPRINGS (E-2) AND
SHADOW MOUNTAIN (E-16)
MAINTENANCE OF PARKWAY, MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION
RFP NO. 12/13-10
PROJECT NO. E-2 AND E-16/13-14

The changes, omissions, and/or additions to the contract documents as noted on the attached shall apply to proposals made for and to the execution of the various parts of the work affected thereby; all other conditions shall remain the same.

Careful note of the Addendum shall be taken by all parties of interest so that the proper allowances may be made in strict accordance with Addendum No. 1 and all trades shall be fully advised in the performance of the work, which will be required of them.

In case of conflict between the contract documents and this Addendum, Addendum No. 1, this addendum shall govern.

CONTRACT DOCUMENT CHANGES – ADDENDUM 1

- Exhibit E, Section V: FREQUENCY OF SERVICE TABLE, Letter A. – Page 77. The following revision has been made to the original RFP document as follows:

  - Addition of 17. F. 2. Irrigation system will be checked on a weekly basis for all service levels. Irrigation system should be maintained in a working order at all times.

  - Revision of 19. C. 1. (a) Includes reference to Pre-emergent. No other change has been made to this frequency other than the addition of pre-emergent.

Attached is the revised page 77 with the aforementioned revision to be included with your proposal submission.

I: FREQUENCY OF SERVICE TABLES

A. PARKWAYS AND MEDIANS

Service Type	Service Schedule Level 1 (4 Week)	Service Schedule Level 2 (8 Week)	Service Schedule Level 3 (12 Week)
17.A. Turf Care[1]			
Mow/edge/trim	Weekly	Every other week	Every other week
Aeration	Bi-annually (Spring & Fall)	Bi-annually (Spring & Fall)	Annually (Spring)
17.C. Shrub Care			
Prune/trim	Monthly	6x's per year	4x's per year
17.D. Ground Cover			
Prune/trim	Monthly	6x's per year	4x's per year
17.F. 2. Irrigation	Weekly	Weekly	Weekly
17.E. Weed Control			
Weed control	Monthly	6x's per year	4x's per year
17.G. Debris/Litter			
Debris/Litter removal	Weekly	Every other week	Monthly
18.A. Turf Fertilization[1]	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)
18.B. Shrub/Ground Cover Fertilization	2x's per year (April & Sept.)	2x's per year (April & Sept.)	1x per year (April)
19. C. 1. (a) Pre-Emergent Ground covers, shrubs & trees - Pesticide usage criteria[2]	2x's per year (Spring & Fall)	2x's per year (Spring & Fall)	2x's per year (Spring & Fall)
Exhibits G & I Reports	Monthly	Monthly	Monthly
Exhibit H Report	Weekly	Weekly	Weekly

[1]As of the preparation of this Contract, no Turf areas are located within the E-2 Hidden Springs or E-16 Shadow Mountin communities. This Specification is consistent with CSD landscaped service areas having Turf. Should either E-2 or E-16 add and/or remediate parkway or median locations to include Turf this Specification shall apply.

[3] Specification of month to be approved by Director in advance of application.

B. OPEN SPACE (PASEOS)

Service Schedule Levels	Service Type
Level 1 - (Monthly)	Monthly Maintenance includes: ▪ Weekly irrigation monitoring. ▪ Monthly - Shrub trimming and clearing from trails and fences. ▪ Monthly - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One annual weed abatement.
Level 2 - (Every Other Month)	Every Other Month Mainteance includes: ▪ Monthly irrigation monitoring. ▪ Every Other Month - Shrub trimming and clearance from trails and fences. ▪ Every Other Month - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One Annual weed abatement.
Level 3 - (Quarterly)	Quarterly Maintenance includes: ▪ Monthly irrigation monitoring. ▪ Quarterly - Shrub trimming and clearing from trails and fences. ▪ Quarterly - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One Annual weed abatement.
Level 4 - (Annually)	Annual Maintenance includes: ▪ Monthly irrigation monitoring. ▪ Annual - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One Annual weed abatement.

April 25, 2013

ADDENDUM NO. 2

CITY OF MORENO VALLEY
HIDDEN SPRINGS (E-2) ~~AND~~
~~SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY, MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION
RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14

The changes, omissions, and/or additions to the contract documents as noted on the attached shall apply to proposals made for and to the execution of the various parts of the work affected thereby; all other conditions shall remain the same.

Careful note of the Addendum shall be taken by all parties of interest so that the proper allowances may be made in strict accordance with Addendum No. 2 and all trades shall be fully advised in the performance of the work, which will be required of them.

In case of conflict between the contract documents and this Addendum, Addendum No. 2, this addendum shall govern.

CONTRACT DOCUMENT CHANGES – ADDENDUM 2

- Throughout the entirety of RFP NO. 12/13-10, PROJECT NO. E-2 AND E-16/13-14 all reference to E-16 or E-16 (Shadow Mountain) has been stricken (lined through). Proposals should only be made on those portions of the RFP that reference E-2 (Hidden Springs) parkways, medians and open spaces.

- Submittal deadline has been changed from 2:00 P.M., THURSDAY, APRIL 25, 2013, TO 2:00 P.M., WEDNESDAY, MAY 8, 2013. **ALL PROPOSALS MUST BE RECEIVED BEFORE 2:00 P.M., WEDNESDAY, MAY 8, 2013.**

- Exhibit A, Section 1 C. (page 30): Title change from "Financial and Management Services Director" to "Chief Financial Officer/City Treasurer".

- Exhibit A, Section 3. E., (page 33) : First sentence should reference the… individuals or agencies listed in Exhibit A, Section 3., paragraph F.

- Exhibit A, Section 3. F. 2. (page 33): Title change from "Financial and Management Services Director" to "Chief Financial Officer/City Treasurer".

- Exhibit A, Section 8. D. (page 37): First sentence the words "Exhibit A" have been added before Section 3, paragraph B.

- Exhibit A, Section 18, A. 1. (page 48).: First sentence should be modified from "Section 17, No. 14 f ." to "Exhibit A, Section 17, No. 14 e."

- Exhibit A, Section 18, A. 5 (page 49): the words "Exhibit A" were added before "Section 8".

- Exhibit A, Section 18, B. 4 (page 50): the words "Exhibit A" were added before "Section 8".

- Exhibit A, Section 18, B. 6 (page 50): the words "Exhibit A" were added before "Section 3" and "Section 8".

- Exhibit A, Section 18, C. 3 (page 50): the words "Exhibit A" were added before "Section 8" and "Section 8".

- Exhibit A, Section 18, C. 6 (page 51): the words "Exhibit A" were added before "Section 3" and "Section 8".

- Exhibit A, Section 19, A. 5 (page 51): the words "Exhibit A" were added before "Section 8".

- Exhibit A, Section 19, B. 2 (page 52): the words "Exhibit A" were added before "Section 3" and "Section 8".

- Exhibit A, Section 21, (page 57) Project Location Maps is changed to Project Location Map.

- Exhibit A, Section 21, (page 58) Zone E-16 map is lined through (should not be referenced).

- Exhibit B, Section 1, A (page 59): Title change from "Financial and Management Services Director" to "Chief Financial Officer/City Treasurer".

- Exhibit C, Section 1, A (page 60): Department Title change from "Public Works Department" to "Financial and Management Services Department".

- Exhibit E, Section IV., (page 74) monthly schedule sheet for E-16 has been lined out. Do not complete with the submission.

- Exhibit E, Section IV. (page 76) annual schedule sheet for E-16 has been lined out. Do not complete with the submission.

- Exhibit E, Section IV., (page 74) monthly schedule sheet for E-16 has been lined out. Do not complete with the submission.

- Exhibit E, Sample Service Schedules, C., for E-2 (page 81) map has been correct to reflect 12 service areas as identified under Landscaping Schedule

- Exhibit E, Sample Service Schedules, D., for E-16 (page 82) has been lined out. Do not reference in the proposal submission.

- Exhibit E, I., Schedule II, A., (page 89) E-16 has been lined out, do not submit proposal costs on any E-16 area.

- Exhibit E, I., Schedule II, B, (page 91) E-16 has been lined out, do not submit proposal costs on any E-16 area.

Attached is the revised RFP with the aforementioned changes and includes the Frequency of Service Table updates as referenced in Addendum No. 1.

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CONTRACT DOCUMENTS

FOR

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14

HIDDEN SPRINGS (E-2) AND
~~SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY, MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

MANDATORY PRE-SUBMITTAL MEETING
9 A.M., TUESDAY, APRIL 9, 2013
SPECIAL DISTRICTS CONFERENCE ROOM, CITY HALL ANNEX 1
14331 FREDERICK ST., SUITE 6
MORENO VALLEY, CA, 92553

PROPOSAL SUBMISSION DATE
2 P.M., WEDNESDAY MAY 8, 2013 ~~THURSDAY, APRIL 25, 2013~~
CITY CLERK'S OFFICE, CITY HALL
14177 FREDERICK ST.
MORENO, VALLEY, CA 92552-0805

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NOTICE REQUESTING PROPOSALS

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

Proposers are invited to submit a response to the Request For Proposal, RFP No 12/13-10, Project No. E-2 ~~and E-16~~/13-14 Hidden Springs (E-2) ~~and Shadow Mountain (E-16)~~ Maintenance of Parkway Median and Open Space Landscaping and Irrigation for the purpose of providing landscape maintenance services for the parkway and median landscaped areas of Hidden Springs (E-2) ~~and Shadow Mountain (E-16)~~ along with the open space paseo areas of Hidden Springs (E-2) under the direction of the City of Moreno Valley Community Services District (CSD) for twelve (12) months, with the possibility of contract extensions for up to four (4) additional one (1) year contract extensions.

RECEIPT OF PROPOSAL:

Sealed proposals will be received by the office of the City Clerk, located in the City Hall building, at 14177 Frederick Street, Moreno Valley, California, 92553 SUBMISSIONS MUST BE SENT SO THEY ARE RECEIVED IN THE CITY CLERK'S OFFICE BEFORE 2:00 P.M. on **WEDNESDAY, MAY 8, 2013** ~~THURSDAY, April 25, 2013~~. **Late submissions will not be accepted and postmarks will NOT constitute receipt of a proposal**.

OBTAINING CONTRACT DOCUMENTS:

You may download the RFP and Contract documents (document set) from the City's website at www.moval.org or, the document set may be obtained from the City of Moreno Valley Finance Department, located in the Moreno Valley City Hall, at 14177 Frederick Street, Moreno Valley, CA 92553, 1st floor customer service front counter, for a nonrefundable twenty-five dollar ($25.00) charge per set to cover printing costs. The RFP and contract documents may also be received by mail by contacting the SPECIAL DISTRICTS DIVISION OFFICE at 951.413.3480 or by email at SpecialDist@moval.org to request having document set(s) mailed. A five dollar ($5.00) mailing charge per set, plus twenty-five dollar ($25.00) per set printing cost is required prior to having document sets mailed.

MANDATORY PRE-SUBMITTAL MEETING:

A **mandatory** pre-submittal meeting will be held at **9:00 A.M. on MONDAY, APRIL 9, 2013 in the TECHNOLOGY SERVICES CONFERENCE ROOM located in Annex 1. The Annex building is located south of City Hall at 14331 Frederick Street, Suite 6, Moreno Valley, CA 92553.** COMPANIES WISHING TO SUBMIT A PROPOSAL FOR THIS PROJECT ARE REQUIRED TO ATTEND THIS MEETING. **Late arrivals will be denied entrance to this meeting.**

PROPOSAL GUARANTEE:

Each proposal shall be accompanied by a certified or cashier's check or surety bond in an amount equal to ten percent (10%) of the total proposal price, payable to the Moreno Valley Community Services District (CSD) as a guarantee that if the proposer's proposal, is accepted, the proposer will promptly execute the Contract, and secure Worker's Compensation Insurance. The Moreno Valley Community Services District (District) will retain the proposal guarantees from all companies whose proposals are selected for consideration until such time as the Contract is fully executed. Submitted proposal guarantees by all other proposers will be released within thirty (30) days after the date the awarded Contract is fully executed.

WAGE RATES:

Pursuant to provision of Section 1773 of the Labor Code of the State of California, the District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. The proposer whose proposal receives the Award of Contract and becomes the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code throughout the term of this contract.

STATE LICENSE:

Contractors submitting proposals shall hold a valid California State Contractor's License which shall be a Class C-27. The Contractor's California State License Number and Classification shall be clearly stated on the Proposer's Proposal.

OWNER'S RIGHT RESERVED:

Within such limits as may be prescribed by law, the Board of Directors of the Moreno Valley Community Services District reserves the right to reject any and all proposals, to accept, reject, or waive minor variances and/or any informality in a proposal, or to accept the proposal or proposals that best serve the interests of the District.

CONTRACT/ACREAGE LIMITATION:

The Moreno Valley Community Services District divides parkway and median landscape maintenance sites into separate and distinct Contract Service Areas. The District has historically adhered to these guidelines of limiting awards of maintenance service contracts based on contract and acreage limits to more fairly and evenly distribute maintenance contracts among various contracting entities to decrease the risk to the District in the event of non-performance by a Contractor to perform the contracted maintenance services. **However in the interest of the community being served, the Moreno Valley Community Services District reserves the right to limit or waive the requirements of this Section.**

Said Contract/Acreage Limitations are as follows:

- No single contracting company or entity may hold District maintenance contracts whose combined Base Compensation is valued at more than forty percent (40%) of the total Base Compensation cost of all of the District's Service Area contracts;

-AND-

- No single contracting company or entity may hold District maintenance contracts whose combined acreage totals more than sixty percent (60%) of the total acreage of all District Service Areas.

For technical information relating to the details of the proposed project and/or proposal requirements, please contact the City of Moreno Valley, Department of Public Works, Special Districts Division at 951. 413.3480.

By Order of the Board of Directors of the Moreno Valley Community Services District.

_____
City Clerk in the Capacity of Secretary to the Board of Directors of the Moreno Valley Community Services District

RFP SUBMITTAL 'CHECK-OFF' LIST

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

The following check list (together with the necessary, and where required, notarized original documentations) must be completed, signed and included with the sealed bid envelopes for the RFP to be considered responsive:

☐ **INCLUDE THIS COMPLETED SIGNED 'CHECK-OFF' LIST WITH SCHEDULE I:**

_____	_____
Company Name (Please print)	Company Address (Please print)
_____	_____
Authorized Signature	Company Phone Number
	_____
	Fax Number

SUBMIT THREE DOCUMENT SETS (ONE ORIGINAL & TWO COPIES FOR EACH SCHEDULE):

☐ **SCHEDULE I** - **VENDOR INFORMATION** (Form filled out in its entirety) along with the following:

- ☐ REFERENCES (Minimum of three (3) current public agencies that have been successfully completed within the last two (2) years.)
- ☐ PROPOSED FACILITIES, EQUIPMENT & STAFFING SCHEDULE
- ☐ PROPOSED PROJECT WORK SCHEDULES
  - ☐ MONTHLY SCHEDULE SHEETS FOR ~~EACH~~ E-2 ~~& E-16~~
  - ☐ ANNUAL SCHEDULE SHEETS FOR ~~EACH E-2~~ & ~~E-16~~
- ☐ FREQUENCY OF SERVICE TABLE (signed acknowledging min. frequencies per service level)
- ☐ PROPOSED ANNUAL MATERIAL SCHEDULE
- ☐ COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING SHEETS
- ☐ LIST OF DESIGNATED SUBCONTRACTORS
- ☐ CERTIFICATION OF NON-DISCRIMINATION
- ☐ PROPOSAL AFFIRMATION
- ☐ CERTIFICATION OF NON-DISCRIMINATION

☐ **SCHEDULE II** - **BID SCHEDULE** (Filled out, signed and dated) along with the following:

- ☐ OPTIONAL SERVICE LEVELS SHEET (signed and dated)
- ☐ ADDITIONAL WORK PRICE LIST (signed and dated)
- ☐ CONTRACT PROPOSAL SHEET (completed, signed, & corporate seal, if incorporated)
- ☐ AFFIRMATION OF PROPOSAL GUARANTEE
- ☐ PROPOSAL SURETY BOND, CASHIER'S CHECK OR CERTIFIED CHECK
  A PROPOSAL SURETY BOND MUST INCLUDE NOTARY CERTIFICATES AND NOTARIZED SIGNATURES FOR BOTH ATTORNEY-IN-FACT AND PRINCIPAL(S).
- ☐ NON-COLLUSION AFFIDAVIT (signed and notarized)

INSTRUCTIONS TO PROPOSERS

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

A. GENERAL

Proposals under these specifications shall be submitted on the Proposal Submittal Documents (Exhibit E) furnished herewith. When presented, they must be fully completed in the manner and form indicated therein, showing clearly and legibly the proposed prices in both words and numerals, and must be properly signed and where required notarized by the proposer, and include Proposer's address, telephone number, and California Contractor's License Number, and Classification. The Board of Directors of the Moreno Valley Community Services District ("District") reserves the right to reject any proposal which does not furnish all of the above information.

Proposal submissions will be received **Before 2:00P.M., WEDNESDAY MAY 8, 2013 ~~THURSDAY, APRIL 25, 2013~~.** Proposals should be submitted as follows in two separate sealed envelopes:

The first envelope should include **one (1) original and two (2) copies** of the information as requested in Exhibit "E" Proposal Submittal Documents, Schedule I; and the 'Check-Off' list, as identified on page 4. The envelope must be clearly labeled: "RESPONSE TO REQUEST FOR PROPOSAL – RFP NO. 12/13-10 PROJECT NO. E-2 ~~AND E-16~~/13-14 – MORENO VALLEY COMMUNITY SERVICES DISTRICT – SCHEDULE I – **DO NOT OPEN WITH REGULAR MAIL**"

The second envelope should include **one (1) original and two (2) copies** of the information as requested in Exhibit "E" Proposal Submittal Documents, Schedule II; and include all items as listed under the SCHEDULE II heading as identified on the check list on page 4. The envelope must be clearly labeled: "RESPONSE TO REQUEST FOR PROPOSAL - RFP NO. 12/13-10 PROJECT NO. E-2 ~~AND E-16~~/13-14 – MORENO VALLEY COMMUNITY SERVICES DISTRICT – SCHEDULE II - **DO NOT OPEN WITH REGULAR MAIL**."

IMPORTANT

IDENTIFYING YOUR RESPONSE

The Request for Proposal (RFP) must be visibly shown on the outside of both proposal submission envelopes as noted above.

ON-TIME RECEIPT OF YOUR RESPONSE

The responsibility of ensuring that your time-sensitive proposal submission is received by the City of Moreno Valley, City Clerk's office prior to the due date and time as stated in the RFP, rests solely with the sender. You may hand deliver your documents to the proper office listed in the invitation. Only an official time stamp from the City office listed in our invitation is acceptable as proof of timely delivery. A delivery time stated by a delivery service is NOT valid as proof of timely delivery. The City of Moreno Valley, the Moreno Valley Community Services District (CSD), and the Moreno Valley Housing Authority assumes no responsibility for proposals, which arrive at the City office beyond the stated due date and time as stated in the Notice Requesting Proposals.

You are encouraged to call the City Clerk's Office at 951.413.3001 for verification of proposal package receipt. Proposals may be mailed or delivered by messenger; however, it is the proposer's responsibility alone to ensure delivery of the proposal to the office of the City Clerk prior to the submittal deadline stipulated in the Notice Requesting Proposals. Late proposals will not be considered.

PLEASE NOTE: Deliveries made to the City by the United States Postal Service, or any other delivery service, will be routed through an internal delivery system. Utilizing any delivery service will delay delivery to the actual addressed City office or individual and may cause your response to be late and unacceptable.

Regardless of the method you choose to submit your time-sensitive document, you must allow additional time for the City's internal delivery system to process your item through before the due date and time, as stated in the RFP, to the City Clerk's office. In order to be fair to all responders, late bids, proposals or quotes will not be accepted and will be returned unopened.

B. EXAMINATION OF WORK SITES

Proposers must satisfy themselves by personal examination of the locations of the proposed work, and by such other means as they may choose, as to the actual conditions and requirements of the work, and shall not at any time after submission of the proposal assert, complaint or dispute that there was any misunderstanding in regard to the nature or amount of work to be done.

C. DISQUALIFICATION OF PROPOSERS AND PROPOSALS

More than one (1) proposal for the same work from any individual, company, partnership, corporation, or association under the same or different names will not be accepted; and shall be considered reasonable grounds to deem that a proposer has a financial interest in more than one (1) proposal for the work, which will be cause for rejecting all proposals in which such said proposer is interested.

Proposals which contain prices that are obviously unbalanced, and those which are incomplete or show alterations of form, or contain any additions or conditional or alternate quotations that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the proposer has been omitted will be rejected.

D. SIGNATURE OF CONTRACT PROPOSAL

Corporations

The signature must contain the name of the corporation, must be signed by the President and Secretary or Assistant Secretary, and the corporate seal must be affixed. Other persons may sign for the corporation in lieu of the above, if a certified copy of a resolution of the Corporate Board of Directors, so authorizing them to do so, accompanies the Proposal.

Partnership

The names of all persons comprising the partnership or co-partnership must be stated. The Proposal must be signed by all partners comprising the partnership unless proof, in the form of a certified copy of a Certificate of Partnership acknowledging the signer to be a general partner accompanies the Proposal, in which case a general partner may sign.

Joint Ventures

Proposals submitted as joint ventures must so state and be signed by or on behalf of each joint venturer, in compliance with the signature requirements for an individual, a partnership or a corporation, as applicable.

Individuals and/or Sole Proprietors

Proposals submitted on behalf of an individual must be signed by such individual. The above rules also apply in the case of the use of a fictitious business name. In addition, where a fictitious business name is used it must be so indicated in the signature.

E. PROPOSAL GUARANTEE

Exhibit "E" - Schedule II. must be accompanied by a cashier's check, certified check or surety bond in an amount not less than ten percent (10%) of the proposal amount. Checks shall be made payable to the Moreno Valley Community Services District. Surety bonds shall name as obligee the Board of Directors of the Moreno Valley Community Services District. **Execution of the bond must be acknowledged before a Notary Public by both the Contractor, and the corporate surety**.

F. ACCEPTANCE OR REJECTION

Within the limits prescribed by law, the right is reserved to reject any and all proposals, or to accept the proposal deemed best for the District. The Board of Directors shall be and is hereby constituted the exclusive judge as to what proposal is best for the District, and, in ascertaining that fact, the Board of Directors will take into consideration the business integrity, references, financial resources, facilities and equipment for performing the work, and experience in similar operations of the various proposing companies.

G. AWARD CRITERIA

The award of this Contract shall be made based upon the following criteria, as determined solely by the CSD:

- Pricing.
- Proposal's demonstration of ability to provide the described services.
- Demonstration of qualifications and certifications in accordance with accepted standards.
- Reference responses from other municipalities/public agencies where similar landscaping and irrigation services currently are and/or have been provided

The District reserves the right to reject any or all proposals, waive informalities, and make award in the best interests of the District. Upon award, the Contractor selected will be expected to enter into an Independent Contractor Agreement with the Moreno Valley Community Services District for the terms as stated in this Request For Proposal.

H. AWARD OF CONTRACT

The award, if made, will be made by the District as expeditiously as possible after the opening of the proposals, but in no case will an award be made until the District is satisfied as to the responsibility of the party to whom it is proposed to award the Contract.

I. RETURN OF PROPOSAL GUARANTIES

The District will return the proposal guaranties accompanying those, which in the District's judgment are not to be considered in making the award. All other proposal guaranties will be held until the Contract has been awarded, after which they will be returned to the respective companies whose proposals they accompany, with the exception of the proposer to whom the award has been made. After satisfactory security has been furnished and the Contract has been fully executed and approved, the successful proposer's guaranty will be returned.

J. INSURANCE REQUIREMENTS

During the entire term of the Contract, the Contractor agrees to procure and maintain commercial general liability insurance at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of the Contractor, its subcontractors, or any person acting for the Contractor or under his/her/its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person(s) caused directly or indirectly by or from acts, omissions or activities of the Contractor, its subcontractors, or any person acting for the Contractor or under his/her/its control or direction. Such liability and property damage insurance shall also provide for and protect the Moreno Valley Community Services District, the Moreno Valley Housing Authority, and the City of Moreno Valley, against incurring any legal cost in defending claims for alleged loss.

Such liability and property damage insurance shall be maintained in full force and effect throughout the term of the Contract, and any extension thereof in the minimum limits provided below:

Bodily Injury	$1,000,000 per occurrence
Property Damage	$1,000,000 per occurrence

A combined single limit policy with limits not less than $2,000,000 per occurrence shall be considered equivalent to the above minimum limits.

If the operation under this Contract results in an increased or decreased risk in the opinion of the District's Risk Manager, then the Contractor agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the Risk Manager.

During the entire term of this Contract, the Contractor shall procure and maintain, at its sole expense, liability and property damage insurance coverage for owned, leased, hired or borrowed automotive equipment with coverage limits of not less than $1,000,000 combined single limit.

During the entire term of this Contract, the Contractor or any subcontractors hired by the Contractor shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California, and employer's liability limits of $1,000,000 per occurrence.

The insurer shall agree to waive all rights of subrogation against the District, the Moreno Valley Housing Authority, and the City, their officers, officials, employees, volunteers or agents for losses arising from work performed by the Contractor for the District, Housing Authority, and/or the City of Moreno Valley, respectively.

A certificate of insurance or an appropriate insurance binder evidencing each of the above referenced insurance coverages shall be submitted prior to the execution of this Contract. Such evidence of insurance shall be sent to the attention of the requesting department, and shall reference the project name or number, where appropriate.

Except for Worker's Compensation and Professional Liability Insurance, and solely as respects to work done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the Moreno Valley Community Services District, the Moreno Valley Housing Authority of the City of Moreno Valley, and the City of Moreno Valley, their officers, officials, employees, volunteers, and agents are added as Additional Insured on all required insurance policies. A policy endorsement or an appropriate insurance binder evidencing the required insurance must accompany the certificate of insurance and shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Moreno Valley Community Services District, and the Moreno Valley Housing Authority of the City of Moreno Valley, their officers, employees, agents, and volunteers are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the Moreno Valley Community Services District, City of Moreno Valley, and the Moreno Valley Housing Authority of the City of Moreno Valley, their officers, employees, agents, and volunteers, under any third party liability policy.

The endorsement shall be signed by a person authorized by that insurer to bind coverage on its behalf.

The Contractor shall also include all subcontractors as an additional insured under its policies or shall furnish separate insurance certificates, and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

The coverage provided pursuant to this Contract shall be primary insurance and not contributory with any other insurance. Insurance companies providing insurance hereunder shall be rated A- VII (or better) in Best's Insurance Rating Guide, and shall be legally admitted to the business of an insurance carrier by the State of California Department of Insurance.

The terms of the insurance policies issued to provide the above insurance coverages may not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the District, Housing Authority, and the City, except that cancellation for

non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event that the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

Any deductibles or self-insured retentions must be declared to and approved by the District, Housing Authority, and the City. At the option of the District, Housing Authority, and the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects to the District, Housing Authority, and the City, their officers, officials, employees, volunteers and agents, or the Contractor shall provide a financial guarantee satisfactory to the District, Housing Authority, and the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, Housing Authority, and the City, their officers, officials, employees, volunteers, and agents.

Contractor certifies by Contractor's signature hereunder that said Contractor is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and the Contractor will comply with such provisions before commencing the performance of the work of this Contract.

K. INDEMNIFICATION & DEFENSE REQUIREMENT

Per the terms of the Contract, the Contractor shall agree to indemnify, defend, and hold the District, Housing Authority, and the City of Moreno Valley, their officers, officials, employees, volunteers, and agents harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Contract, or are caused or claimed to be caused by the negligent acts or willful misconduct of the Contractor, its subcontractors, suppliers, officers, officials, employees, volunteers or agents, and all expenses of investigating and defending against the same, provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the District, Housing Authority, and the City, their officers, officials, employees, volunteers, and agents.

L. EXECUTION OF THE CONTRACT

The Contract shall be signed by the successful proposer and returned, together with the required documents, within fourteen (14) calendar days from the date of the Notice of Award of Contract. No award shall be considered binding upon the District until the full execution of the Contract.

Failure to execute a Contract and file acceptable documents, as required herein shall be just cause for the annulment of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages as a reasonable estimate of the damages which would be suffered by the District, which cannot be determined with reasonable particularity at this time. Award may then be made to the next proposer deemed to be fit in all respects to perform the Scope Of Work, or the work may be re-advertised or may be maintained by District employees as the Board of Directors of the Moreno Valley Community Services District may determine.

M. CONTRACTOR'S BONDS

The Contractor shall furnish good and sufficient Surety Bonds issued by a surety company authorized to do business in the State of California, or other acceptable security, in an amount equal to one hundred percent (100%) of the total Proposed Compensation amount, conditioned for the faithful performance by the Contractor of all covenants, stipulations and agreements contained in said Contract; in addition, the Contractor shall furnish a material and labor bond in a sum equal to one-hundred percent (100%) of the Contract price, as required by the Public Contract Code.

Surety companies providing surety bonds hereunder shall be rated A- VII (or better) in the Best's Insurance Rating Guide, and shall be legally admitted to the business of a surety provider by the State of California Department of Insurance.

INDEPENDENT CONTRACTOR AGREEMENT

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name _____
Street Address _____
Street Address _____
City, State, Zip _____
Mailing Address _____
(If same as Street Address, _____
write same or same as above) _____
Business Phone (with area code) _____
Cell or Mobile Phone (with area code) _____
Other Contact Number (with area code) _____
Fax Number _____
Email Address _____
Social Security Number _____
Business License Number _____
Federal Tax ID Number _____
Contractor's License Number & Classification _____

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of work, responsibilities, requirements, provisions, and

additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contract Starting Date is July 1, 2013 and the Contract Ending Date is June 30, 2014. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will consider Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

A. Control of Work. Except for compliance with service schedules, general and technical provisions (which may also be referred to herein as specifications) and performance standards as provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with

the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Contract.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Moreno Valley Housing Authority (Housing Authority), and the Moreno Valley Community Services District (District), and the their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, Housing Authority's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, Housing Authority, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, Housing Authority, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Contract

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.
By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City's Risk Manager prior to the execution of this Contract. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, the Moreno Valley Community Services District, and, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the City of amendment or cancellation, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.

J. Termination.

1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.

2. The District may terminate this Contract without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

L. Restrictions on District / City Employees. The Contractor shall not employ any

District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor:

_____
[Mailing Address (Post Office Box, if applicable]

_____
[Telephone number]

_____
[Fax number]

_____
[Email address]

With a copy to:

_____
[Attorney for Contractor, if applicable]

_____
[Street Address]

_____
[Post Office Box, if applicable]

_____
[City, State, Zip]

_____
[Telephone number]

_____
[Fax number]

_____
[Email address]

To District (CSD): MORENO VALLEY COMMUNITY SERVICES DISTRICT
Financial & Management Services Department
Special Districts Division
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Sharon Sharp, Senior Management Analyst
Telephone number: 951.413.3480
Fax Number: 951.413.3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951.413.3036
Fax number: 951.413.3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor
By: _____	By: _____
Title: Mayor, acting in the capacity of President of the Board of Directors of the Moreno Valley Community Services District	Title: (President or Vice President)
Date: _____	Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)
Date: _____

Affix Corporate Seal Below
(If applicable)

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On_____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO. _____

PREMIUM $ _____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the Board of Directors of the Moreno Valley Community Services District, State of California, known as "CSD," has awarded to _____, as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as **PROJECT NO. E-2 ~~AND E-16~~/13-14**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of_____ dollars, ($_____), lawful money of the United States, to be paid to the said CSD or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. E-2 ~~AND E-16~~/13-14

BOND NO.

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO. _____

PREMIUM $ _____

LABOR AND MATERIALS BOND
(100% of Total Contract Amount)

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the board of Directors of the Moreno Valley Community Services District of the City of Moreno Valley, State of California, known as "CSD," has awarded to _____, as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement, whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as Project No. E-2 ~~AND E-16~~/13-14, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley Community Services District for the City of Moreno Valley, County of Riverside in the penal sum of_____ dollars, ($_____) (words and figures), lawful money of the United States, to be paid to said CSD or its certain attorney, successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Moreno Valley Community Services District, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the CSD and judgment is recovered, the Surety shall pay all costs incurred by the CSD in such suit, including reasonable attorney fees to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extensions of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

WITNESS our hands this _____day of _____, 20_____.

PRINCIPAL	SURETY
Name: _____	Name: _____
Address:_____	Address:_____
_____	_____
_____	_____
Telephone Number:_____	Telephone Number:_____
By: _____	By: _____
Title:_____	Title:_____
By: _____	By: _____
Title:_____	Title:_____

Approved as to form this _____ day of _____, 20___.

_____
City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor**.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).

The bond shall include the address at which the Principal (Contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

EXHIBIT A

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

1. GENERAL PROVISIONS - SCOPE OF WORK

A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council (Community Services District Board) establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 21, Project Location Map.

B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf, if applicable, groundcover, and shrub areas designated hereunder; regularly maintain and prune those portions of trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The ~~Financial and Management Services Director~~ Chief Financial Officer/City Treasurer of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.

E. All work shall be performed in accordance with the General and Technical Provisions of this Contract and in accordance with an approved service schedule, as approved by the Director. Service schedules may be modified with 30 days advance written notice by the District.

2. GENERAL PROVISIONS - SCHEDULING OF WORK

A. The Contractor will adhere to the facilities, equipment and monthly and annual work schedules submitted as a part of the Contractor's RFP, and incorporated herein by this reference. These schedules, and any approved revisions thereto, will be used by the District as a basis for determining Contractor's satisfactory performance.

B. Revisions to facilities, equipment, or monthly and annual work schedules may not be implemented without the prior written approval of the Director. The Contractor is required to submit proposed revisions regarding facilities, equipment or monthly and annual work schedules in writing to the District at the address as set forth in the Independent Contractor Agreement, Section 3, paragraph N. at least ten (10) working days prior to commencing work per the proposed revisions.

C. Failure to submit proposed revisions concerning facilities, equipment, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations. Specialty type maintenance operations includes, but is not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

F. When inclement weather renders performance per the approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor is required to adjust his work force in order to accomplish those work items not affected by weather, and will contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-performance penalties per Exhibit C, Section 4.

G. For the purposes of this Contract, "Working Days" are Mondays through Thursdays, excluding holidays as provided herein. The hours of on-site maintenance service will be from 7:00 a.m. to 4:30 p.m., not including mobilization to or from work site, on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

3. GENERAL PROVISIONS - FUNCTIONS AND RESPONSIBILITIES

A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Exhibit G, Monthly Landscape Services Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears.

C. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

D. The Director may require the Contractor to attend meetings with the District field staff at some fixed interval to review the Contractor's operations, and schedule future work as may be ordered by the Director. Failure to attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.

E. The Contractor shall maintain an office at some fixed place, and be listed in the telephone directory in Contractor's own name or in the Contractor's company name. Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph ~~E~~ F. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

F. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by telephone, written email, written mailed correspondence or facsimile transmission. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at **<u>any</u>** time:

1. City Manager
2. Chief Fin. Officer/City Treasurer ~~Financial & Mgmt. Ser. Dir~~.
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Street Maintenance Supervisor
7. Senior Landscape Services Inspector
8. Landscape Services Inspector
9. Landscape Irrigation Technician

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. GENERAL PROVISIONS - CONTRACTOR'S STAFF

A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.

C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.

D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements.

   Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. GENERAL PROVISIONS - EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

6. GENERAL PROVISIONS - COMPLAINTS

A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.

B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B.

C. In addition to the provisions of Section 6., paragraph A. in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. GENERAL PROVISIONS - SAFETY

A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

   Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2009 (or most current revised version) California Supplement".

   Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

   The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Exhibit A, Section 3, paragraph J of the Contract Agreement.

8. USE OF CHEMICALS

A. Before the beginning of the Contract period, the Contractor is required to submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS) of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.

B. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Financial & Management Services Department of the City of Moreno Valley.

D. Contractor shall report all fertilizers and pesticides used in the performance of the work as an element of Contractor's Monthly Report, as set forth in Exhibit A, Section 3, paragraph B. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City of Moreno Valley (City) and/or the City of Moreno Valley Community Services District (District). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the City and District that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments;

employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Financial & Management Services Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.

B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars ($25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Driver, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL PROVISIONS

A. TURF CARE (IF APPLICABLE)

1. All turf areas shall be mowed, edged, and trimmed per the Frequency of Service Table, as set forth in Exhibit E. Should weather and/or site conditions preclude the normally scheduled frequency of this service during any month, or portion thereof, the maintenance schedule shall be modified at the discretion and approval of the Director.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Provisions - Fertilization, Section 18.

13. Pest control: See Technical Provisions - Pesticide Use, Section 19.

14. Aeration:

    (a) All turf areas shall be aerated per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise directed by the Director;

(b) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

(c) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

(d) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

(e) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions – Fertilization, Section 18.

15. Renovation/thatching and additional areation operations are to be considered Additional Work, per Exhibit C., Section 2.

16. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Trees shall be pruned at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Portions of trees up to eighteen feet (18') in height shall:

   (a) Be pruned to enable successful adaptation to their particular site situation;

   (b) Have no more than one-third (1/3) of living branches removed annually;

   (c) Be fertilized only as directed by District field staff.

6. Portions of trees over eighteen feet (18') in height shall:

   (a) Be inspected annually;

   (b) Pruned and/or trimmed as necessary to maintain proper site orientation;

   (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

   (d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall <u>not</u> be allowed:

   (a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

   (c) Use of pruning paint/pruning compound/wound dressing;

   (d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Provisions – Pesticide Use, Section 19.

13. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Shrubs shall be pruned and/or trimmed per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise directed by the Director, in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned in a manner that will:

   (a) Enable successful adaptation to their particular site situation;

   (b) Follow the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

6. Pruning tools must:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices are not allowed:

   (a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") will be done only when authorized by the Director on a site-specific basis.

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

   (c) Use of pruning paint/pruning compound/wound dressing.

8. Fertilization: See Technical Provisions - Fertilization, Section 18.

9. Pest control: See Technical Provisions –Pesticide Use, Section 19.

10. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Technical Provisions, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed per the Frequency of Service Table, as set forth in Exhibit E , unless otherwise directed by the Director in order to:

   (a) Remove dead, diseased, or damaged branches/crowns;

   (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

   (c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

   (a) To enable successful adaptation to their particular site situation;

   (b) In accordance with accepted practices for the particular species in question;

5. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Provisions - Fertilization, Section 18.

8. Pest control: See Technical Provisions –Pesticide Use, Section 19.

9. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

E. WEED CONTROL

1. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

2. Weed control shall be addressed per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise directed by the Director.

3. Chemical weed control: See Technical Provisions – Pesticide Use, Section 19.

4. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.

5. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

6. Failure to adhere to the specifications of this section of the Technical Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. Said maintenance shall include, but not be limited to: visual and operational inspections; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

3. For the purposes of this section, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

   (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage;

   (b) Be turned off during periods of rainfall, or as directed by District field staff;

   (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

   (a) Be operated only when Contractor's personnel are present on site;

   (b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;

(c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. Debris/litter control shall be provided per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise stated herein this Section and/or as directed by the Director.

2. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

3. Contractor shall remove from both planted areas and adjacent hardscapes/walkways the following items, which include but are not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by the Contractor before the close of business the working day following notification of this condition.

4. All hardscape areas that include, but are not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

5. The Contractor shall dispose of all debris and litter, as described in paragraphs 1 and 2 above, off-site, and in a legal manner.

6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices such as, televisions, computers and computer monitors; firearms, ammunition or other appliances. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

7. Failure to adhere to the specifications of this section of the Technical Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in the performance of contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in the course of the performing the contract's Scope of Work services at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report, (see Exhibit I), per The Frequency of Service Table as an element of Contractor's Monthly Reporting requirements, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

18. TECHNICAL PROVISIONS - FERTILIZER

A. TURF FERTILIZATION (IF APPLICABLE)

1. Per the Technical Provisions, Exhibit A, Section 17, No. 14, e. ~~f~~., a humus base fertilizer shall be applied to turf areas in accordance with Table I, below. At the discretion and request of the Director additional applications at the pricing terms as listed in the additional work section of Scheduled II may be provided. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs
OCT	1	22-5-5*	1.25	5.7 lbs

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See the following section on fertilizers.

**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See the following sections, below, regarding fertilizers.

2. Humus base fertilizers to be applied by drop spreader only.

3. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Exhibit A, Section 8. – Use of Chemicals. Any changes to said list shall be reported per Exhibit A, Section 8. – Use of Chemicals.

6. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. The Specifications contained in this Section 18,B. do not apply to the Open Space Areas (Paseos).

2. All shrubs and ground covers shall be fertilized per the Frequency of Service Table, as set forth in Exhibit E. Table II, below provides the standard fertilization guidelines, however the frequency of the application shall comply with the application frequency rates as identified in the Frequency of Service Table, as set forth in Exhibit E. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

3. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

4. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Exhibit A, Section 8. – Use of Chemicals. Any changes to said list shall be reported per Exhibit A, Section 8. – Use of Chemicals.

5. Written notification is required to Director five (5) working days prior to fertilizer application.

6. For fertilizer application reporting specifications, see Exhibit A, Section 3 – Functions and Responsibilities and Exhibit A, Section 8. – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per, Exhibit A Section 8. – Use of Chemicals. Any changes to said list shall be reported per Exhibit A, Section 8. – Use of Chemicals.

4. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Exhibit A, Section 3 – Functions and Responsibilities and Exhibit A, Section 8. – Use of Chemicals.

19. TECHNICAL PROVISIONS – PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.

3. All pesticide applications shall be applied as directed by the Director.

4. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

5. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Exhibit A, Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Exhibit A, Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a

copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. For pesticide application reporting specifications, see Exhibit A, Section 3 – Functions and Responsibilities and Exhibit A, Section 8. – Use of Chemicals.

3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice a year, as determined by the Director.

   (b) Appropriate chemical control must be used on the following weeds.

   Bermuda Grass
   Kikuyu Grass
   Nutsedge
   Field Bindweed
   Spurge

   The aforementioned list is inclusive; other species may be added by the Director as necessary

   (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

   (a) Snails shall be controlled on a regular basis on the following plant species:

   Agapanthus africanus
   Aptenia sp.
   Gazania sp.
   Hemerocallis sp.

   (b) Snails shall be controlled on an as needed basis on all other plant material.

   (c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

   (a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

   (b) The Director may require all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

   (c) The Director may require all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

   (d) The Director may require all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

   (e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA (IF APPLICABLE)

1. Weed Control

   (a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

   (b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

   (c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Insect and Disease Control

   (a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

   (b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

20. OPEN SPACE AREA (PASEO) PROVISIONS – E-2 HIDDEN SPRINGS

E. GENERAL GUIDELINES

1. The following provisions are intended to address routine maintenance of the open area (paseos) located within and throughout the residential community of Hidden Springs (E-2). Should a conflict between these Special Provisions as outlined herein and the preceding Specification Sections of this document, these Special Provisions shall prevail regarding maintenance of the open area (paseos) located within and throughout Hidden Springs (E-2). These Special Provisions DO NOT APPLY to the landscaped parkway and median areas of Hidden Springs (E-2) nor Shadow Mountain (E-16).

   (a) All open space areas shall be maintained in a condition free of unwanted plant species, as determined by the Director.

   (b) Non-woody plants, such as grasses and annual forbs shall be trimmed to a height of twenty-four (24) inches or lower at a frequency of no less than one (1) time per year, as determined by the Director.

   (c) Woody slope plantings shall be maintained in a manner that minimizes the accumulation of dead wood. This shall be accomplished by means of periodic trimming, pruning, and/or roguing, as determined by the Director.

   (d) A band of bare soil, twenty-four (24) inches in width shall be maintained per the Frequency of Service Table wherever Open Space (Paseo) areas abut residential parcels.

   (e) Newly planted and/or established tree and woody shrub plantings shall receive irrigation adequate to maintain soil moisture and plant vigor; in no case shall the interval between irrigations be greater than once per week. This work may require the use of a water tanker. Contractor shall be liable for replacement of any new or establishing plan materials lost due to Contractor's negligence, as determined by Director.

(f) Watering basins for newly planted and/or establishing tree and woody shrub plantings shall be continuously maintained and kept free of unwanted plant species until properly established, as determined by the Director.

(g) All areas damaged by erosion shall be immediately repaired to the originally intended condition and soil. Contractor shall be liable for the cost of repairing all erosion damage caused by Contractor's negligence.

(h) All areas damaged by rodent burrowings shall be immediately repaired to the originally intended condition and soil.

(i) All catch basins, drain lines, brow ditches, and lower slope swale areas shall at all times be kept clean and clear for proper drainage.

(j) Minimum flow channels shall be maintained in a manner that assures unimpeded flow of nuisance water per limits of design intent. This work may require periodic thinning/rouging of existing riparian plans, as determined by Director.

21. PROJECT LOCATION MAPS

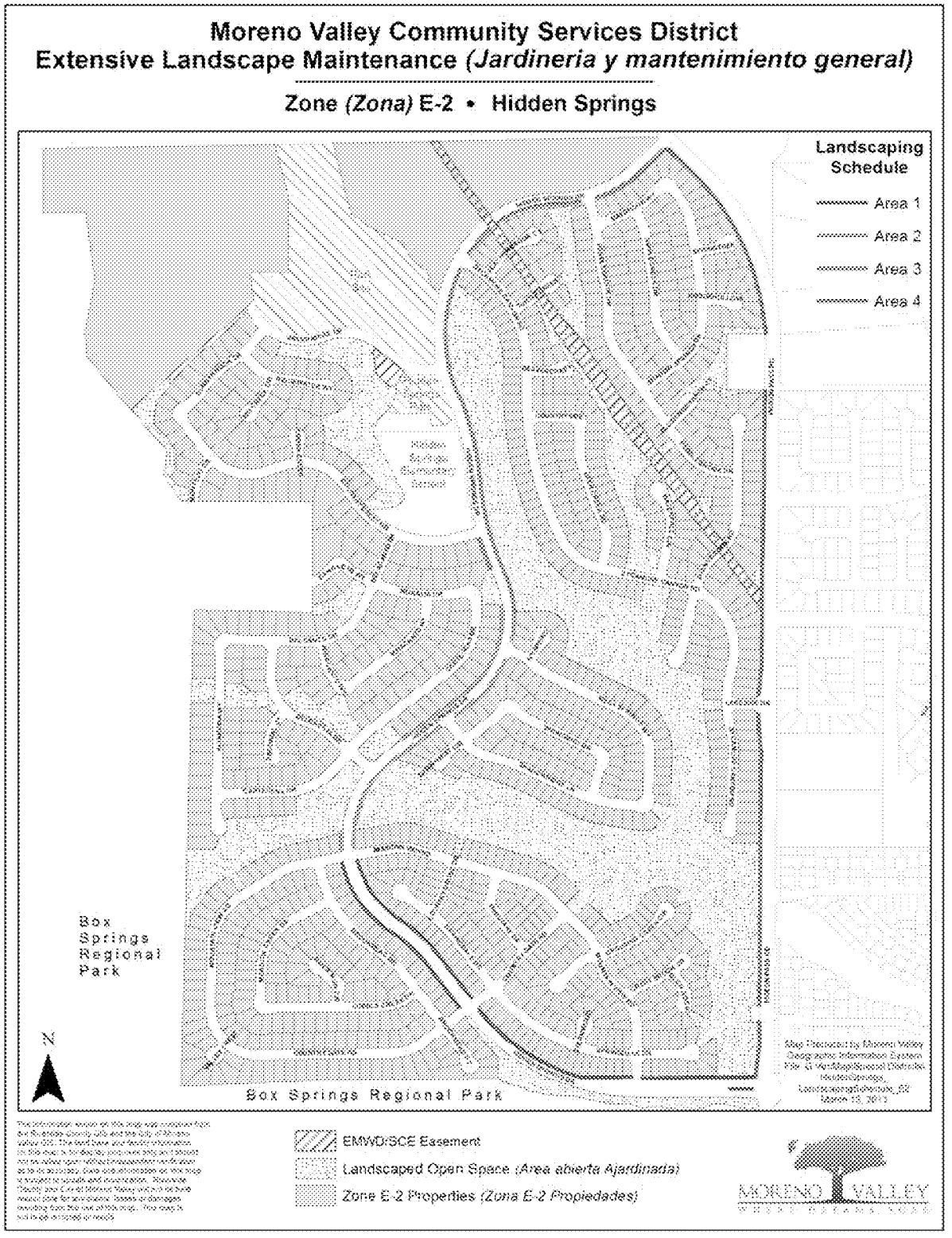

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-16 • Shadow Mountain

EXHIBIT B: District Responsibilities

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

1. CONTRACT SUPERVISION

A. The Contract shall be administered on behalf of the Chief Financial Officer/City Treasurer ~~Financial and Management Services Director~~ of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.

B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C: Payment Terms

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

1. CONTRACTOR'S COMPENSATION

A. The Contractor will be paid monthly per site based upon successful performance of the maintenance services provided in accordance with an approved service schedule for each area/site and in compliance with the terms and provisions of this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports of the following: 1) Maintenance performed, 2) Greenwaste, 3) Complaints received, 3) Hazards noted, and 4) Chemicals used in the prior month, along with 5) A detailed invoice for services in accordance with the Contract price for the work performed, which shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved.

The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to 951.413.3073.

Copies of invoices and reports will be submitted to the Special Districts Division of the Financial and Management Services ~~Public Works~~ Department at specialdistricts@moval.org. Calls may also be directed to the Special Districts Division at 951.413.3480.

B. The Contractor will obtain and keep current during the term of this Contract, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at http://www.moval.org/do_biz/biz-license.shtml.

C. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of _____ and _____/100 ($_____) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed _____ dollars and _____/100 ($_____), except as provided for in Section 2 below.

D. The Contractor agrees that City payments will be received via Automated Clearing

House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall_forms.shtml#bf.

E. The minimum information required on all invoices includes:

1. Vendor Name, Mailing Address and Phone Number

2. Invoice Date

3. Vendor Invoice Number

4. City – provided Reference Number (Project No. and Title)

5. Detailed work hours by class title (e.g. Manager, Technician or Specialist), services performed, and rates, explicit portion of a contract amount or detailed billing information is sufficient to justify the invoice amount: single or lump sum amounts without detail are not acceptable.

F. The City shall pay the Contractor for all invoiced and authorized maintenance services within thirty (30) days of receipt of invoice for the same.

G. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2, paragraph C. herein this Exhibit, in addition to the work set forth in Exhibit A, General Provisions - Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Schedule II, Section B & C or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2, paragraph B. below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

B. Notwithstanding the above requirement for prior written authorization, when a

condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the

District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in Exhibit E, Schedule II , shall be prorated from the day the Contractor commences work on the additional areas.

D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Schedule II, Section D. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).

E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of _____ ($_____) for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

A. Work required in the General or Technical Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or

reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, telephone, facsimile transmission or in writing.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the District to allow for explanations.

EXHIBIT D: Term of Contract

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

1. TERM OF CONTRACT

A. Following approval by both parties, the Contract will commence on July 1, 2013, and shall terminate June 30, 2014 (12) months thereafter.

B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.

C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.

E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

I: SCHEDULE I – VENDOR INFORMATION

A. COMPANY NAME: _____

TYPE
- Sole proprietor _____
- Partnership _____
- Corporation _____

B. COMPANY ADDRESS (STREET) _____

(CITY, STATE, ZIP)_____

C. COMPANY ADDRESS (MAILING)_____

(CITY, STATE, ZIP)_____

D. BUSINESS PHONE NUMBER(with area code)_____

E. SATELLITE OFFICE ADDRESS (if applicable):

_____

_____

_____

F. SATELLITE OFFICE PHONE NUMBER _____

G. CONTRACTOR'S LICENSING INFORMATION:

1. LICENSE NUMBER/CLASSIFICATION/NAME STYLE: _____

_____

2. NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: _____
3. LICENSE EXPIRATION DATE: _____
4. CURRENT LICENSE STATUS: _____
5. PRIOR ACTIONS AGAINST THIS LICENSE? Yes / No
6. IF YES, LIST CITATION TYPE AND HOW RESOLVED: _____

_____

_____

H. .COMPANY'S FEDERAL IDENTIFICATION NO.:_____

I. NAME AND TITLE(s) OF COMPANY OFFICERS:_____

_____ _____
_____ _____
_____ _____
_____ _____

J. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES: _____

K. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: _____

L. CURRENT LANDSCAPE MAINTENANCE OPERATIONS

THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED IN ANSWER TO THIS QUESTION (QUESTION L.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

TOTAL NUMBER OF LANDSCAPE MAINTENANCE CONTRACTS: _____

PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: _____

TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: _____

_____

1. NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS: _____ AVERAGE WAGE SCALE: $_____/__*
TECHNICIANS: _____ AVERAGE WAGE SCALE: $_____/Hr.*
FOREMEN: _____ AVERAGE WAGE SCALE: $_____/Hr.*
LABORERS: _____ AVERAGE WAGE SCALE: $_____/Hr.*

*Use the fully burdened rate (i.e., taxes, insurance, benefits, OH &P) - <u>This is a prevailing wage project.</u>

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

A. MOTOR VEHICLES
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____

B POWER EQUIPMENT

- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____

II: REFERENCES

Attach Responses to this question on additional sheets – One sheet per reference

A. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.

B. REFERENCE RESPONSES MUST INCLUDE:

1. NAME AND ADDRESS OF AGENCY;
2. NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
3. CONTRACT NAME(S) / NUMBER(S);
4. ANNUAL CONTRACT AMOUNT(S);
5. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
6. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
6. LENGTH OF CONTRACT(S).

C. **THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:**

1. How many (number) of contracts and years under contract?
2. What are/were the Scope of the contract(s), acreage amounts, location(s)?
3. What are/were the Contract amount(s)?
4. Do/did they have adequate (quantity/quality) staffing?
5. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
6. Does staff have the ability to comprehend/speak English?
7. How are/were the appearance, uniforms, and use of safety equipment?
8. Do/did they have availability of additional personnel for extra work/special projects?
9. Is/was the equipment used in good working order?
10. Do/did they have an effective in-company communications system?
11. How is/was the knowledge of project/contract standards?
12. Do/did they have the ability to respond to complaints/requests in a timely fashion?

13. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
14. How accurate & timely is/was billing/invoicing?
15. Have Contract(s) been successfully completed to term?
16. Would you accept future proposals/bids from this company?

III: PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

A. **Facilities** – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full and comprehensive response.

1. Equipment:

2. Motor Vehicles:

3. Turf Maintenance Power Equipment/Tools:

4. **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**
(List both powered and hand equipment/tools)

5. **Irrigation System Maintenance Equipment:**
(List both powered and hand equipment/tools)

6. **Fertilizer Application Equipment:**
(List both powered and hand equipment/tools)

7. **Pesticide Application Equipment:**
(List both powered and hand equipment/tools)

C. **Staff**: - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**
(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

2. **Tree Trimming/Maintenance:**
(List any ISA or equivalent certified personnel)

3. **Irrigation System Maintenance:**
(List technical personnel – include any relevant education, certification, licensing information for each person listed)

4. **Pesticide Application:**
(List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.)

IV: PROPOSED PROJECT WORK SCHEDULES

Pages 73-76 contain blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed scheduled for performing the services as describe in Exhibit A. For those services listed under the Technical Provisions found in Exhibit A, Sections 17, A., C., D., E., and G.; 18 A. and B.; and 19 C. 1 (a), refer to the FREQUENCY OF SERVICE TABLE located in Exhibit E, Section V., A Parkways and Medians for **Service Schedule Level 1**, and B Open Spaces (Paseos) **for Service Level 4** on page 77. Use additional sheets as necessary to provide a full and comprehensive response on each of the schedule sheets.

If selected, the awarded Contractor will provide the CSD, within 30 days after contract execution, a mapped work schedule for E-2 ~~and E-16~~. Sample mapped work schedules have been provided for reference.

A. MONTHLY SCHEDULE SHEET

1. List all tasks specified to be performed on a weekly or monthly basis for the E-2 ~~and E-16~~ area~~s~~ in the box corresponding to the day of the week/month the work is proposed to be performed.

2. Be sure to include administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

B. ANNUAL SCHEDULE SHEET

1. List all tasks specified to be performed for the E-2 ~~and E-16~~ area~~s~~ at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which the work is proposed to be performed.

2. Be sure to include any administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

E-2 MONTHLY SCHEDULE SHEET

PARKWAYS – SERVICE SCHEDULE LEVEL 1

OPEN SPACE (PASAEOS) – SERVICE SCHEDULE LEVEL 4

PROPOSED PROJECT WORK SCHEDULES

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1				
WEEK #2				
WEEK #3				
WEEK #4				

~~E-16 MONTHLY SCHEDULE SHEET~~

~~SERVICE SCHEDULE LEVEL 1~~
~~PROPOSED PROJECT WORK SCHEDULES~~

~~MONDAY~~	~~TUESDAY~~	~~WEDNESDAY~~	~~THURSDAY~~	~~FRIDAY~~
~~WEEK #1~~				
~~WEEK #2~~				
~~WEEK #3~~				
~~WEEK #4~~				

E-2 ANNUAL SCHEDULE SHEET

PARKWAYS – SERVICE SCHEDULE LEVEL 1

OPEN SPACE (PASAEOS) – SERVICE SCHEDULE LEVEL 4

PROPOSED PROJECT WORK SCHEDULES

JANUARY	**FEBRUARY**	**MARCH**
APRIL	**MAY**	**JUNE**
JULY	**AUGUST**	**SEPTEMBER**
OCTOBER	**NOVEMBER**	**DECEMBER**

~~E-16 ANNUAL SCHEDULE SHEET~~

~~SERVICE SCHEDULE LEVEL 1~~
~~PROPOSED PROJECT WORK SCHEDULES~~

~~JANUARY~~	~~FEBRUARY~~	~~MARCH~~
~~APRIL~~	~~MAY~~	~~JUNE~~
~~JULY~~	~~AUGUST~~	~~SEPTEMBER~~
~~OCTOBER~~	~~NOVEMBER~~	~~DECEMBER~~

V: FREQUENCY OF SERVICE TABLES

A. PARKWAYS AND MEDIANS

Service Type	Service Schedule Level 1 (4 Week)	Service Schedule Level 2 (8 Week)	Service Schedule Level 3 (12 Week)
17.A. Turf Care[1]			
Mow/edge/trim	Weekly	Every other week	Every other week
Aeration	Bi-annually (Spring & Fall)	Bi-annually (Spring & Fall)	Annually (Spring)
17.C. Shrub Care			
Prune/trim	Monthly	6x's per year	4x's per year
17.D. Ground Cover			
Prune/trim	Monthly	6x's per year	4x's per year
17.F. 2. Irrigation	Weekly	Weekly	Weekly
17.E. Weed Control			
Weed control	Monthly	6x's per year	4x's per year
17.G. Debris/Litter			
Debris/Litter removal	Weekly	Every other week	Monthly
18.A. Turf Fertilization[1]	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)
18.B. Shrub/Ground Cover Fertilization	2x's per year (April & Sept.)	2x's per year (April & Sept.)	1x per year (April)
19. C. 1. (a) Pre-Emergent Ground covers, shrubs & trees - Pesticide usage criteria[2]	2x's per year (Spring & Fall)	2x's per year (Spring & Fall)	2x's per year (Spring & Fall)
Exhibits G & I Reports	Monthly	Monthly	Monthly
Exhibit H Report	Weekly	Weekly	Weekly

[1]As of the preparation of this Contract, no Turf areas are located within the E-2 Hidden Springs community ~~or E-16 Shadow Mountain communitie~~s. This Specification is consistent with CSD landscaped service areas having Turf. Should E-2 or ~~E-16~~ add and/or remediate parkway or median locations to include Turf this Specification shall apply.

[2] Specification of month to be approved by Director in advance of application.

B. OPEN SPACE (PASEOS)

Service Schedule Levels	Service Type
Level 1 - (Monthly)	Monthly Maintenance includes: ▪ Weekly irrigation monitoring. ▪ Monthly - Shrub trimming and clearing from trails and fences. ▪ Monthly - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One annual weed abatement.
Level 2 - (Every Other Month)	Every Other Month Mainteance includes: ▪ Monthly irrigation monitoring. ▪ Every Other Month - Shrub trimming and clearance from trails and fences. ▪ Every Other Month - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One Annual weed abatement.
Level 3 - (Quarterly)	Quarterly Maintenance includes: ▪ Monthly irrigation monitoring. ▪ Quarterly - Shrub trimming and clearing from trails and fences. ▪ Quarterly - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One Annual weed abatement.
Level 4 - (Annually)	Annual Maintenance includes: ▪ Monthly irrigation monitoring. ▪ Annual - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One Annual weed abatement.

FREQUENCY OF SERVICE TABLES (continued)

_____
(Sign here)

By signing, I hereby acknowledge review of the aforementioned Frequency of Services and have incorporated reference of the frequencies in the Bid Schedule, including the Optional Bid Schedule, and the proposed monthly and annual schedule sheets for the services to be provided consistent with the terms of this Contract.

SAMPLE SERVICE SCHEDULES

A. E-2 - 4 WEEK ROTATION (Service Schedule Level 1)

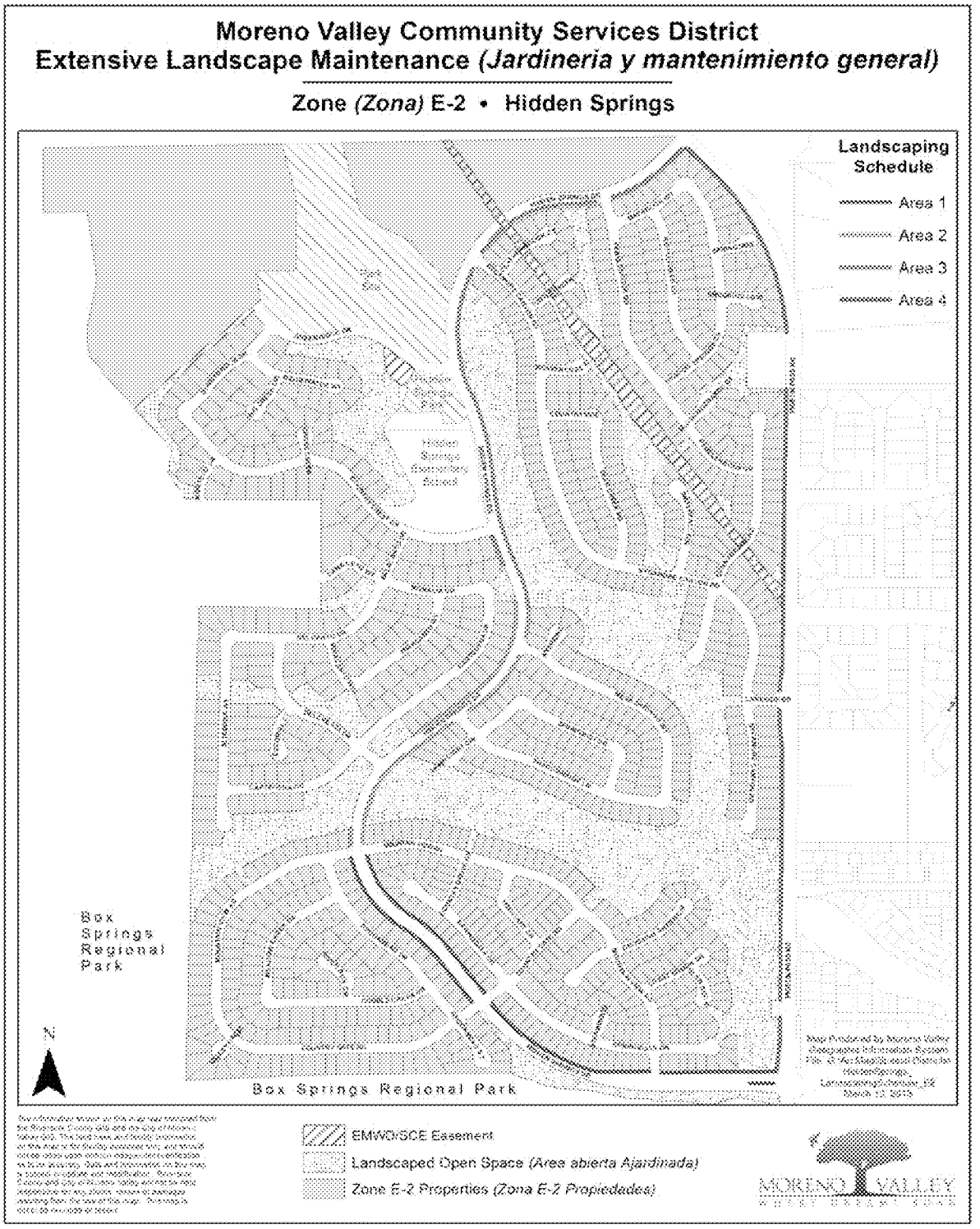

B. E-2 - 8 WEEK ROTATION (Service Schedule Level 2)

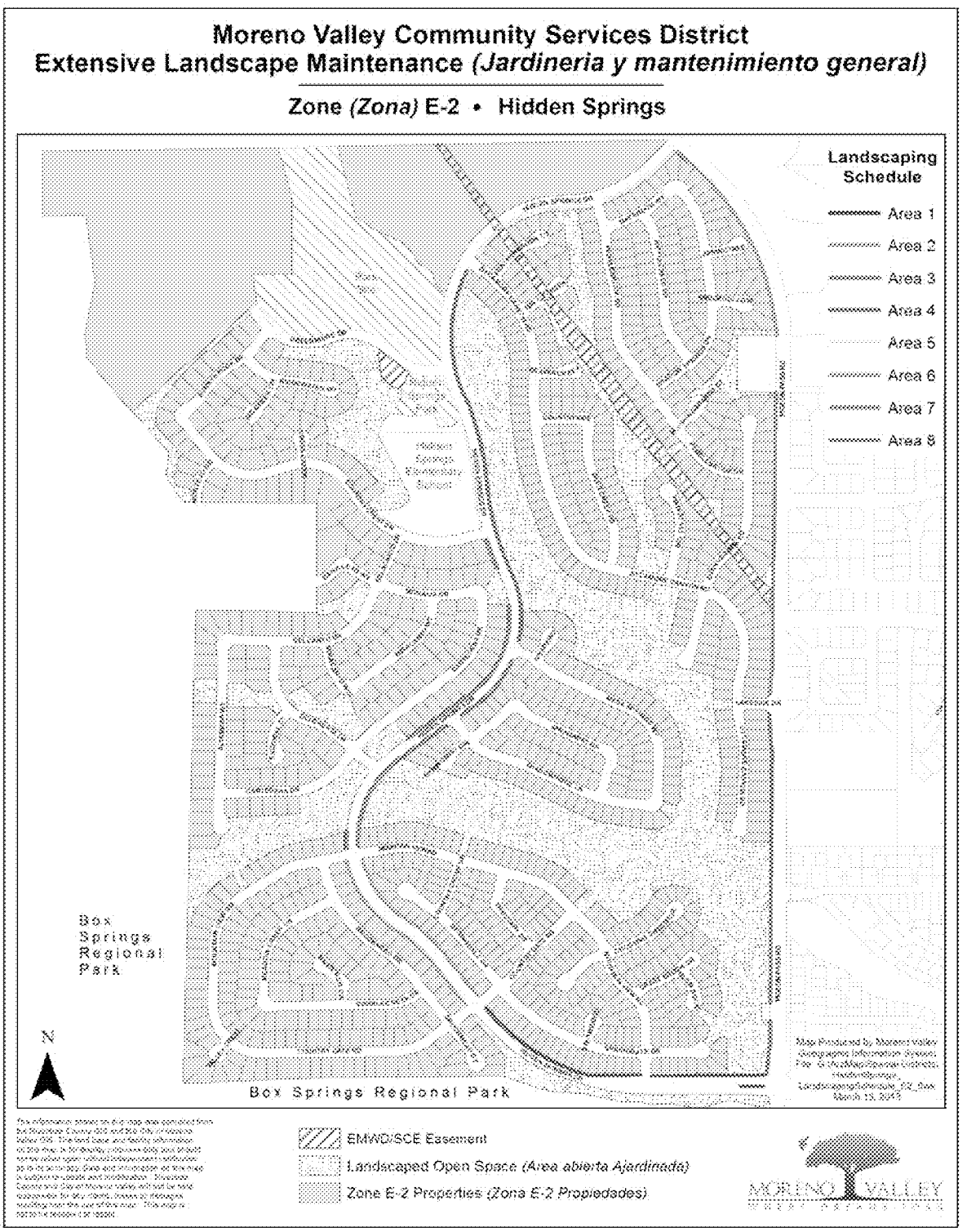

C. E-2 - 12 WEEK ROTATION (Service Schedule Level 3)

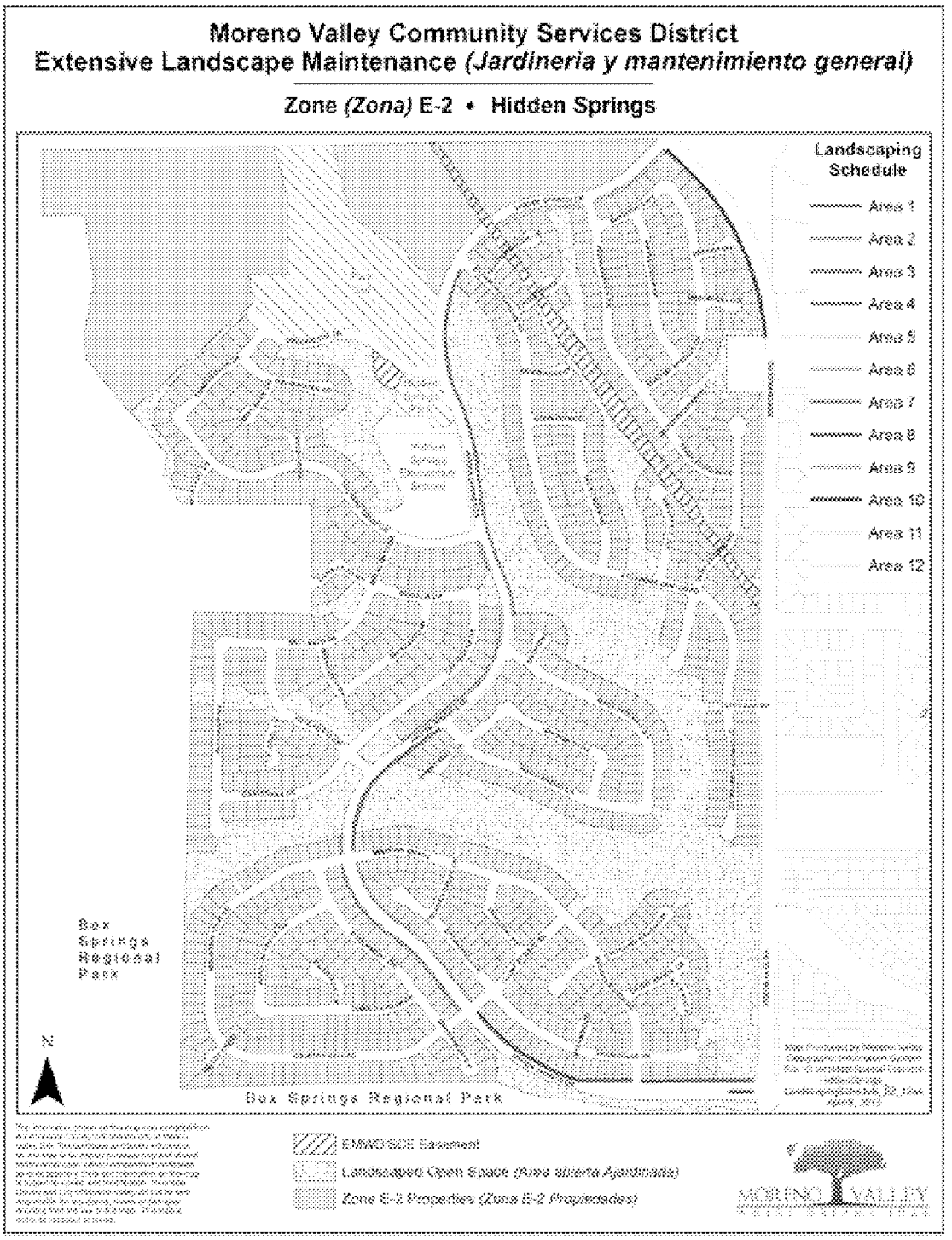

~~**D. E-16**~~

~~The E-16 area shall be maintained at the frequency of every 4 weeks (service schedule level 1), 8 weeks (service schedule level 2), or 12 weeks (service schedule level 3).~~

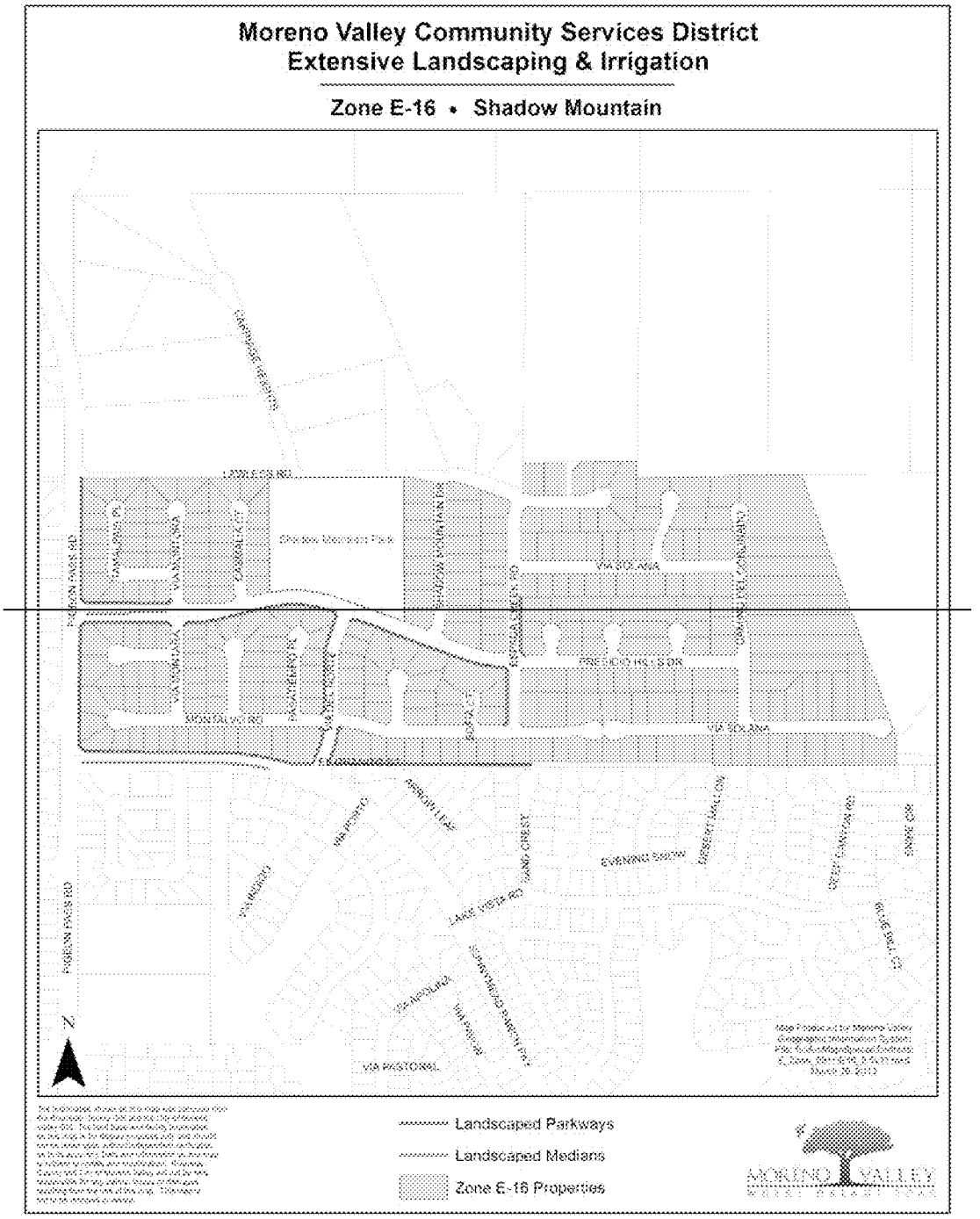
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E-16 • Shadow Mountain
Shadow Mountain Park
LONDELIUS RD
POPLAR PL
VIA SOLANA
FAGANELLO PL
SHADOW MOUNTAIN DR
ESPOLA ELEM. RD
VIA SOLANA
PRESIDIO HILLS DR
MONTALVO RD
FAGANELLO PL
VIA SOLANA
POPLAR CT
VIA PORTO
VIA MONTE
EVENING SHOW
DESERT MALLOW
LAKE VISTA RD
SAND CREEK
VIA MONTE
VIA PASTORAL
VIA PASTORAL
POPLAR CT
POPLAR CT
POPLAR CT

VII. PROPOSED ANNUAL MATERIAL SCHEDULE

A. Fertilizers:

List the fertilizers to be furnished to execute work tasks specified in Exhibit A. Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST

B. Pesticides:

List pesticides to be furnished to execute work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST

VIII. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

A. Communications:

The General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Scope of Services specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

B. Traffic Safety:

The General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

C. Greenwaste Recycling:

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

IX. LIST OF SUBCONTRACTORS

A. SUBCONTRACTORS:

In compliance with the provisions of Government Code, Section 4102, the undersigned Proposer sets forth the name and location (address) of the place of business of each subcontractor who will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work

X. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE _____

PRINTED NAME _____

TITLE _____

COMPANY NAME _____

DATE _____

XI. PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the Moreno Valley Community Services District and _____, and further, the aforesaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind _____ to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT (PRINTED), SIGNED AND DATED

SIGNATURE _____

NAME _____

TITLE _____

COMPANY NAME _____

DATE _____

I. SCHEDULE II

BID SCHEDULE

PROPOSER: _____
(Company Name)

A. SERVICE SCHEDULES:

1. E-2 (Hidden Springs) ~~& E-16 (Shadow Mountain)~~ Parkways & Medians - Current Service – Level 1

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 LANDSCAPED PARKWAYS & MEDIANS	Planter:265,280 sq. ft.	$	$	$
~~E-16 LANDSCAPED PARKWAYS & MEDIANS~~	~~Planter:118,002 sq. ft.~~	~~$~~	~~$~~	~~$~~
PARKWAYS & MEDIANS TOTAL		$	$	$

2. E-2 (Hidden Springs) Open Space (Paseos) - Current Service –Service – Level 4

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 OPEN SPACE (PASEOS)	Planter:3,308,892 sq. ft.	$	$	$
OPEN SPACE (PASEOS)TOTAL		$	$	$

E-2 ~~& E-16~~ Landscaped Parkways & Medians and E-2 Open Space (Paseos) TOTAL AMOUNT OF SERVICE	$	$	$

The Total Amount of the Service shall be the combined total cost for twelve (12) months of service based upon the totals in A. 1. E-2 (Hidden Springs) ~~and E-16~~ Parkways and Medians – Service Schedule Level 1 and A. 2 E-2 (Hidden Springs) Open Space (Paseos) –Service Schedule Level 4 as listed on the preceding page:

Figures: _____and _____/100's Dollars

Words: _____ and _____/100's Dollars

All work shall be performed in accordance with the terms and conditions of this Independent Contractor Agreement, which includes all General and Technical Provisions as outlined herein for the Full or Reduced Services. Any modification to the number of occurrences for any service shall be made per written direction by the District. Service occurrences may be modified with 30 days advance written notice by the District.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway, irrigation, and landscaping as set forth in Exhibit A of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s)._____ has/have been received and is/are made a part of this proposal.

_____ _____
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

B. OPTIONAL SERVICE LEVELS

1. E-2 (Hidden Springs) ~~& E-16 (Shadow Mountain)~~ Parkways & Medians

- **Service Schedule Level 2 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 LANDSCAPED PARKWAYS & MEDIANS	Planter:265,280 sq. ft.	$	$	$
~~E-16 LANDSCAPED PARKWAYS & MEDIANS~~	~~Planter:118,002 sq. ft.~~	~~$~~	~~$~~	~~$~~

- **Service Schedule Level 3 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 LANDSCAPED PARKWAYS & MEDIANS	Planter:265,280 sq. ft.	$	$	$
~~E-16 LANDSCAPED PARKWAYS & MEDIANS~~	~~Planter:118,002 sq. ft.~~	~~$~~	~~$~~	~~$~~

2. E-2 (Hidden Springs) Open Space (Paseos)

- **Service Schedule Level 1 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 OPEN SPACE (PASEOS)	Planter:3,308,892 sq. ft.	$	$	$

PROPOSER: _____
(Company Name)

_____ _____
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

OPTIONAL SERVICE LEVELS (Continued)

E-2 (Hidden Springs) Open Space (Paseos)

- **Service Schedule Level 2 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 OPEN SPACE (PASEOS)	Planter:3,308,892 sq. ft.	$	$	$

- **Service Schedule Level 3 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 OPEN SPACE (PASEOS)	Planter:3,308,892 sq. ft.	$	$	$

PROPOSER: _____
(Company Name)

_____ _____
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

C. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work and Routine Irrigation Repair shall include, but are not limited to, those situations where Additional Work may be required, as referenced in Exhibits A and C.

UNIT PRICES (Includes all labor and materials)

1. 1 gal. shrub/vine/ground cover in place	@	$_____	ea
2. 5 gal. shrub/vine/ground cover in place	@	$_____	ea
3. 5 gal. tree in place (stakes included)	@	$_____	ea
4. 15 gal. tree in place (stakes included)	@	$_____	ea
5. 24" box tree in place (stakes included)	@	$_____	ea
6. 36" box tree in place (guy wires included)	@	$_____	ea
7. Flat of ground cover in place	@	$_____	ea
8. Fertilizer application	@	$_____	ea
9. Planter bed mulch in place	@	$_____	/cu. yd
10. Additional labor	@	$_____	/man hour
11. Additional Irrigation Technician	@	$_____	/man hour

PROPOSER: _____
(Company Name)

_____ _____
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

D. ROUTINE IRRIGATION REPAIR PRICES

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

1. Irrigation repair parts for routine repairs @ cost plus _____%

2. Unit prices for Additional Work (additional landscape areas) per Exhibit C, Section 2.

   A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable).
   $_____/sq. ft./mo.

   B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable).
   $_____/sq. ft./mo.

3. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: _____
(Company Name)

_____ _____
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

II. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, (Schedule II) A. "Bid Schedule"):

_____
(Dollar Amount in Words)

$_____
(Dollar Amount in Figures)

Date: _____

Proposer: _____
(Company Name)

By: _____
(Signature)

Title: _____

State License Number and Classification: _____

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF _____

PRESIDENT_____

(Corporate Seal)

SECRETARY_____

III. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is a cashier's check, a certified check, or a Proposal Surety Bond for_____, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated _____

Signature of Proposer _____

By _____

Address of Proposer _____

_____

Telephone Number of Proposer (____)_____

Names and Addresses of Members of the Company:

_____

_____

(If a Corporation)

Signature of Proposer _____

By _____

Title _____

Business Address _____

_____

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of _____

State License Number and Classification _____

PRESIDENT _____

SECRETARY _____

TREASURER _____

(Corporate Seal)

IV. PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____, as

principals, and_____, a duly

authorized corporate surety: Business Address_____

_____,

Phone (___)_____, are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of _____Dollars, ($_____), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly, and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about to hand in and submit to the Board of Directors of the Moreno Valley Community Services District, a proposal for **PROJECT NO. E-2 ~~AND E-16~~/13-14 -, HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~ MAINTENANCE OF PARKWAY, MEDIAN & OPEN SPACE LANDSCAPING AND IRRIGATION**, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said Board of Directors, and if the said principal shall fail or neglect to enter into a Contract therefore within the required time, then in that case the undersigned obligors will pay to the Moreno Valley Community Services District the full sum of _____Dollars,

($_____), as liquidated damages for such failure and neglect.

WITNESS our hands this_____day of_____,20_____.

(SIGNATURE PAGE FOLLOWS)

Proposal Surety Bond (cont.)

PRINCIPAL	CORPORATE SURETY
Name:_____	Name:_____
Address:_____	Address:_____
_____	_____
Tel. No.:_____	Tel. No.:_____
By:_____	By:_____ Attorney-in-Fact

SIGNING INSTRUCTIONS

- **The Bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.**
- **The Bond shall include attached Notary Certificates for the Attorney-in-Fact and the Principal.**
- **The Bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).**
- **The Bond shall include the address at which the Principal and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).**

If any of the above items are omitted, the proposal will be considered non-responsive and will be rejected.

V. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF)§

(NAME)_____, affiant being first duly sworn, deposes and says:

That he or she is_____ of
(sole owner, partner or other proper title)

_____
(Contractor)
the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name:_____

Bidder's Address:_____

_____

Telephone No.: (_____)_____

_____ _____
(Signature of Bidder) (Title)

ALL SIGNATURES MUST BE NOTARIZED

EXHIBIT F: PREVAILING WAGE DETERMINATION

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

DETERMINATION: SC-LML-2008-1
ISSUE DATE: February 22, 2008
EXPIRATION DATE OF DETERMINATION: December 31, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

		Employer Payments					Straight-Time		Overtime
LOCALITY:	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2X
Imperial	$8.00	-	-	[a] 0.115	0.17	-	8	[b] 8.285	[b] 12.285
Inyo, Mono and San Bernardino	8.00	-	-	0.30	0.17	-	8	8.47	12.47
Kern	8.00	-	-	[c] 0.16	0.17	-	8	[b] 8.33	[b] 12.33
	10.00	-	-	[d] 0.27	0.46	-	8	[b] 10.73	[b] 15.73
Los Angeles	8.00	0.89	-	[e] 0.115	0.14	-	8	[b] 9.145	[b] 13.145
Orange	8.00	-	-	[f] 0.11	0.11	-	8	[b] 8.22	[b] 12.22
Riverside	8.00	-	-	[g] 0.20	0.16	-	8	[b] 8.36	[b] 12.36
San Diego	8.00	-	-	0.22	0.115	-	8	8.335	12.335
	8.00	-	-	0.24	0.12	-	8	8.36	12.36
San Luis Obispo	8.00	-	-	[h] 0.15	0.15	-	8	8.30	12.30
	8.00	-	-	[i] 0.16	0.16	-	8	8.32	12.32
Santa Barbara	8.00	-	-	[h] 0.12	0.12	-	8	[b] 8.24	[b] 12.24
	8.00	-	-	[i] 0.13	0.13	-	8	[b] 8.26	[b] 12.26
Ventura	8.00	-	-	0.115	0.16	-	8	8.275	12.275
	8.00	2.87	-	[j] 0.19	0.26	-	8	[b] 11.42	[b] 15.42

Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

[a] $0.22 after 3 years of service.
[b] Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
[c] $0.31 after 2 years of service.
[d] $0.54 after 2 years of service: $0.81 after 3 years of service.
[e] $0.24 after 3 years of service: $0.37 after 7 years of service.
[f] $0.22 after 4 years of service.
[g] $0.40 after 3 years of service.
[h] $0.23 after 2 years of service.
[i] $0.27 after 2 years of service.
[j] $0.38 after 3 years of service.
[k] $0.29 after 2 years of service.
[l] $0.31 after 2 years of service.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Travel and subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

EXHIBIT G: MONTHLY LANDSCAPE SERVICES REPORT FORM

MONTHLY LANDSCAPE SERVICES REPORT
PROJECT NO._____ MORENO VALLEY COMMUNITY SERVICES DISTRICT MONTH OF _____, 20___

MAINTENANCE • DATE(S) • AREA • SERVICE TYPE: MOW/EDGE TRIM/PRUNE-WEED LITTER-IRRIGATION ETC.	FERTILIZER • DATE(S) • AREA • PRODUCT/ANALYSIS • AMOUNT/AREA • CROP	PESTICIDES • DATE(S) • PRODUCT USED • AMOUNT USED • AREA • TARGET PEST	COMPLAINTS • DATE(S) RECEIVED • AREA/LOCATION • COMPLAINT/ACTION • DATE CORRECTED • CORRECTIVE ACTION	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED • CORRECTIVE ACTION
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

MV00207908

EXHIBIT H: WEEKLY IRRIGATION REPORT FORM

WEEKLY IRRIGATION REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT

CONTROLLER NO. _____ FOR MONTH OF _____, 20___

STATION NO. _____ PROJECT NO._____

	DATE(S) CHECKED	PROBLEM(S) IDENTIFIED	CORRECTIVE ACTIONS • DATE CORRECTED • CORRECTIVE ACTION DETAILS	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

EXHIBIT I: GREENWASTE REPORT FORM

MORENO VALLEY COMMUNITY SERVICES DISTRICT
-MONTHLY GREENWASTE REPORT-
FOR

MONTH:_____YEAR:_____

1. **Source of greenwaste (Project No./Location):_____**

   _____

2. **Amount of greenwaste generated from above source (by weight):**
   _____LBS. –or- TONS.

3. Name, address, and phone number of recycle accepting greenwaste:

   - **Company Name:_____**
   - **Address: _____**

     _____
   - **Phone Number: (_____)_____**

4. **Amount of greenwaste-source products (mulch, compost, top dressing, and soil amendments, etc.) furnished to Project (by weight):**

   _____LBS. -or- TONS.

5. **Name, address, and phone number of recycle supplying greenwaste-source products to Project (if different from No. 3 above):**

   _____

   _____

   _____

6. **Number of times turf mowed this month:_____**

7. **Number of times turf mowed without clippings caught:_____**

CONTRACTOR:_____

ADDRESS:_____

PHONE:_(_____)_____

MINUTES - REGULAR MEETING OF JUNE 11, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

MINUTES - REGULAR MEETING OF JUNE 11, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, Public Works Director/City Engineer

AGENDA DATE: June 25, 2013

TITLE: PUBLIC HEARING FOR DELINQUENT RESIDENTIAL SOLID WASTE ACCOUNTS

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Approve placing the submitted list of delinquent solid waste accounts that are attached to this report on the Fiscal Year (FY) 2013/2014 Riverside County property tax roll for collection.

2. Direct the City Clerk to file with the Riverside County Auditor a certified copy of Resolution No. 2012-55 and the list of delinquent solid waste accounts as required by Section 5473.4 of the California Health and Safety Code and Section 6.02.030 of the City of Moreno Valley Municipal Code.

BACKGROUND

Waste Management of the Inland Empire bills residential customers quarterly for solid waste services. Payments are made directly to Waste Management in advance for the following quarter. When a customer fails to make payment and the bill becomes more than sixty (60) days past due, the collection of the delinquent account is placed on the Riverside County property tax roll. This procedure was authorized by prior enactments of the City Council as reflected in Section 6.02.030 of the Moreno Valley Municipal Code. The option to collect delinquent payments was negotiated as part of the franchise agreement.

DISCUSSION

The City Council approved the collection of delinquent solid waste accounts through the property tax roll process on March 1, 1993. Since that time, delinquent charges have been placed on property tax bills annually in June.

Waste Management of the Inland Empire has submitted a preliminary list of approximately 7,900 delinquent accounts. This delinquent list is to be placed on the FY 2013/2014 tax roll if approved by Council. An official copy of the list is available in the City Clerk's office for public viewing. The maximum charge to be placed on the tax roll is $2,283,883.54. Although Waste Management accepted payment on delinquent accounts until June 21, 2013, there may be some additional deletions to the list or minor adjustments to the amounts prior to final submittal to the Riverside County Auditor.

As part of the notification process, Waste Management has mailed a "Notice of Delinquent Account" to the affected property owners and account holders, informing them of the intent to place all delinquent charges on the tax roll. These notifications are mailed on a quarterly basis which is over and above the minimum notification requirements as per Section 5470 of the California Health and Safety Code and the Moreno Valley Municipal Code Section 6.02.030. A public posting of the Council's action, in accordance with Section 6066 of the Government Code, is all that is required by law.

Procedurally, in order to collect these delinquent charges on the County tax roll, the City must file with the County Auditor a certified copy of the proposed resolution along with the report as specified in California Health and Safety Code Section 5473.4 and Section 6.02.030 of the Moreno Valley Municipal Code.

ALTERNATIVES

1. Approve placing the submitted list of delinquent solid waste accounts attached to this report on the Fiscal Year (FY) 2013/2014 Riverside County property tax roll for collection and direct the City Clerk to file with the Riverside County Auditor a certified copy of the proposed resolution and a written report as prescribed by Section 6.02.030(e) of the Moreno Valley Municipal Code.

2. Do not approve placing the submitted list of delinquent solid waste accounts attached to this report on the Fiscal Year (FY) 2013/2014 Riverside County property tax roll for collection and do not direct the City Clerk to file with the Riverside County Auditor a certified copy of the proposed resolution and a written report as prescribed by Section 6.02.030(e) of the Moreno Valley Municipal Code. *If Council does not approve the placement of the delinquent solid waste accounts on the tax roll, it could result in a net loss of revenue to the City of approximately $277,035 in franchise fees.*

FISCAL IMPACT

The City receives a 12.13% franchise fee for revenue generated from the collection of delinquent accounts at the time of collection. Placement of these delinquent charges on

the County property tax roll will ensure the City receives the revenues due from this source which would be approximately $277,035. This amount is deposited into the general fund.

Solid waste services are exempt from Proposition 218, as stated in Section 6(c) Property Related Fees and Charges. This is because the obligation to pay does not arise due to the customer owning the property, it arises because the property is used in a way which generates trash, and the customer did not choose to legally self-haul. Furthermore, the fee is not an encumbrance on the property, although delinquent fees can become the subject of a judgment lien.

CITY COUNCIL GOALS

Revenue Diversification and Preservation - Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

Community Image, Neighborhood Pride and Cleanliness - Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

NOTIFICATION

A "Notice of Public Hearing" was published on June 11, 2013 and June 18, 2013, in The Press Enterprise in accordance with Section 6066 of the Government Code. A public posting of Council's action will also be done in accordance with Section 6066 of the Government Code. In addition, Waste Management mailed payment requests to the attached accounts through a separate notice sent to property owners where the property could be identified as non-owner occupied. An official list of the submitted delinquent accounts is available in the City Clerk's office. This list represents the maximum charges which can be placed on the property tax roll for FY 2013/2014.

ATTACHMENTS

Attachment 1: List of Delinquent Accounts for FY 2013/2014. Provided under separate cover.

Prepared By:
Ariana Ayala
Management Analyst

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Robert R. Lemon
Maintenance & Operations Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Attachment 1

MORENO VALLEY Weekly List 0620 201
Report run as of: 6/20/2013 07:44:48 A

Column Totals	1,642,491.12	164,249.11	325,213.24	2,131,890.06
Customer Count	7308			

Rec No	ParcelNo	Fund No	NAME	HOUSE#	STREET	ZIPCOD	OwnerName	MailAddress	MailCityState	MailZip	Principal	Penalty	Interest	Total TR
86681043006	481302001	684277	MABRA, LONDA	12009	AARON DR	92557-7834	MABRA DEBORAH S	12009 AARON DR	MORENO V	92557	332.64	33.26	65.86	431.76
92134105005	481301027	684277	CAMACHO, JASMINE	12010	AARON DR	92557-7834	GUERRERO JASMINE I	12010 AARON DR	MORENO V	92557	255.40	25.54	50.57	331.50
83702925008	481293001	684277	LOPEZ, VALAIRE (RENT)	12070	AARON DR	92557-7834	DALLIN	5440 TRABUCO RD STE 200	IRVINE CA	92620	100.06	10.01	19.81	129.86
59760065006	481292009	684277	HAWTHORNE, CHRYSTALYNN	12081	AARON DR	92557-7834	HAWTHORNE CHRYSTALYNN	12081 AARON DR	MORENO V	92557	350.80	35.08	69.46	455.32
91077215004	481292010	684277	LOPEZ, NORMAN	12093	AARON DR	92557-7834	SANCHEZ JESUS	12093 AARON DR	MORENO V	92557	255.40	25.54	50.57	331.50
93894265009	481292012	684277	GONZALEZ, DIANA	12117	AARON DR	92557-7829	GONZALEZ RONALD	12117 AARON DR	MORENO V	92553	255.40	25.54	50.57	331.50
59008555007	481292014	684277	CLARK, JULLIETTE (RENT)	12141	AARON DR	92557-7829	CASTANEDA BERTHA CECILIA	3824 LONESOME RIDGE CT	RIO RANCH	87144	128.14	12.81	25.37	166.32
93228825003	481292015	684277	SALAZAR, LAURIE	12153	AARON DR	92557-7829	SALAZAR ROBERT F	12153 AARON DR	MORENO V	92557	255.40	25.54	50.57	331.50
86431183006	481292016	684277	TREVINO, SANDRA (RENT)	12165	AARON DR	92557-7829	JTH REAL ESTATE	360 E 1ST ST NO 297	TUSTIN CA	92780	191.77	19.18	37.97	248.90
85542715000	486421026	684277	LOFTON II, CARL	15338	ABAZO DR	92555-2981	LOFTON CARL	15338 ABAZO DR	MORENO V	92555	255.40	25.54	50.57	331.50
92655275003	486421031	684277	PATTERSON, ANITA	15378	ABAZO DR	92555-2982	NGUYEN JIMMY	P O BOX 20045	FOUNTAIN	92708	332.64	33.26	65.86	431.76
31108365008	479690017	684277	SANTIAGO, FELIPE	25081	ABBEY LN	92557-6552	FIGUEROA RAFAEL	25081 ABBEY LN	MORENO V	92557	128.14	12.81	25.37	166.32
31144375001	312050011	684277	BANKS, CHESTER AND ELAINE	16083	ABEDUL ST	92551-2031	BANKS CHESTER	16083 ABEDUL ST	MORENO V	92551	255.40	25.54	50.57	331.50
31483245001	312050017	684277	MARTINEZ, ALFREDO	16092	ABEDUL ST	92551-2031	MARTINEZ ALFREDO	16092 ABEDUL ST	MORENO V	92551	183.21	18.32	36.28	237.80
95182515005	312050009	684277	BROWN, KERRY	16107	ABEDUL ST	92551-2083	BROWN KERRY JEROME	16107 ABEDUL ST	MORENO V	92551	91.40	9.14	18.10	118.62
31237505006	312050007	684277	MCGEE, TRACY	16131	ABEDUL ST	92551-2033	MCGEE JIMMY T	16131 ABEDUL ST	MORENO V	92551	255.40	25.54	50.57	331.50
31516125003	312050005	684277	LINTON, DEBORAH	16155	ABEDUL ST	92551-2033	LINTON DEBORAH	16155 ABEDUL ST	MORENO V	92551	255.40	25.54	50.57	331.50
56446025004	312050003	684277	CHAVEZ, ALVARO (OWNR)	16179	ABEDUL ST	92551-2058	CHAVEZ ALVARO	455 MONTCLAIR ST	CHULA VIS	91911	289.81	28.98	57.38	376.16
65361525009	312050031	684277	CAMARCE, ED (OWNR)	16218	ABEDUL ST	92551-2057	GUTIERREZ OSCAR	2861 GATE TREE PL	CHULA VIS	91914	222.16	22.22	43.99	288.36
31553995003	312112008	684277	AVANT, FULTON	16278	ABEDUL ST	92551-2035	AVANT FULTON	16278 ABEDUL ST	MORENO V	92551	255.40	25.54	50.57	331.50
91392505006	312112009	684277	KAVATHAN, FRANK	16290	ABEDUL ST	92551-2035	KAVATHAN TAMMY	2212 N MAIN ST NO 1	SANTA AN	92706	128.14	12.81	25.37	166.32
93807745001	312112011	684277	BRIGGS, ARTHUR	16314	ABEDUL ST	92551-2037	BRIGGS ARTHUR R	16314 ABEDUL ST	MORENO V	92551	128.14	12.81	25.37	166.32
69271135008	312112012	684277	BEVIEN, ARTHUR	16326	ABEDUL ST	92551-2037	BEVIEN ARTHUR WHITE	16326 ABEDUL ST	MORENO V	92551	255.40	25.54	50.57	331.50
31633035005	312111001	684277	MELGAR, FERNANDO A	16347	ABEDUL ST	92551-2038	MELGAR FERNANDO A	16347 ABEDUL ST	MORENO V	92551	246.92	24.69	48.89	320.50
52832845007	312121016	684277	PINEDA, ISABEL (RENT)	16407	ABEDUL ST	92551-2040	FLORES YOLANDA	16407 ABEDUL ST	MORENO V	92551	44.07	4.407	8.73	57.2
84406605002	312121010	684277	BYRD, DONALD (RENT)	16479	ABEDUL ST	92551-2040	BEASON JON KEYON	16479 ABEDUL ST	MORENO V	92551	69.47	6.947	13.76	90.16
84406605007	312111002	684277	MYLES, HELEN AND ERNIE (RENT)	16335	ABEDUL ST	92551-2038	PROPERTY OWNER J & JILL F				56.77	5.677	11.24	73.68
31574175001	291300012	684277	JACKSON, TRIVIAN	22622	ABINGTON PL	92553-8476	JACKSON CLIFTON	22622 ABINGTON PL	MORENO V	92553	255.40	25.54	50.57	331.50
31320465008	291300010	684277	MAYNEZ, RUPERTA	22670	ABINGTON PL	92553-8476	TORRES RUPERTA	22670 ABINGTON PL	MORENO V	92553	255.40	25.54	50.57	331.50
31308235002	291300014	684277	SMITH, DANNELLE AND AUDREY	22677	ABINGTON PL	92553-8476	SMITH AUDREY	22677 ABINGTON PL	MORENO V	92553	255.40	25.54	50.57	331.50
90992863008	291581002	684277	MARLZONAZO, CRISEL (RENT)	13011	ACACIA AVE	92553-6901	MALIK SHER	3076 J ST	SAN DIEGO	92102	255.40	25.54	50.57	331.50
84090815000	291581007	684277	WEST, LASHUNDA (RENT)	13051	ACACIA AVE	92553-6901	LE SINH	22296 SUMMER HOLLY AVE	MORENO V	92553	102.88	10.288	20.37	133.52
84095705002	291581011	684277	THIGPEN, BETTY (RENT)	13083	ACACIA AVE	92553-6903	WEBSTER JOHN A	16023 PELICAN LN	MORENO V	92551	202.10	20.21	40.02	262.32
95275475005	291611004	684277	REED, ANTHONY	13177	ACACIA AVE	92553-6914	REED ANTHONY	13177 ACACIA AVE	MORENO V	92553	255.40	25.54	50.57	331.50
90393443008	291612002	684277	PATINO, ANGELICA	13230	ACACIA AVE	92553-6928	HU JIAN HUA	13230 ACACIA AVE	MORENO V	92553	255.40	25.54	50.57	331.50
82331055009	292072018	684277	GILLIS, MICHAEL (OWNR)	12922	ADELINE AVE	92553-5942	GILLIS MICHAEL J	12922 ADELINE AVE	MORENO V	92553	255.40	25.54	50.57	331.50
88412925009	296033015	684277	PHILLIPS, ROBERT AND PATRICIA	13165	ADELINE AVE	92553-5930	PHILLIPS ROBERT J	13165 ADELINE AVE	MORENO V	92553	292.18	29.22	57.85	379.24
94941193002	296033012	684277	GUILLEN, JOSIE	13211	ADELINE AVE	92553-5941	GUILLEN JOSIE A	13211 ADELINE AVE	MORENO V	92553	255.40	25.54	50.57	331.50
92091485007	304370041	684277	TURNER, SHERMANITA	15236	ADOBE WAY	92555-5810	HUANG HEN MAO	15236 ADOBE WAY	MORENO V	92555	255.40	25.54	50.57	331.50
92760003008	304360032	684277	VANVOOREN, ERNESTINE (RENT)	15244	ADOBE WAY	92555-5810	SONG LIDAN	23726 SILVER SPRAY DR	DIAMOND	91765	255.40	25.54	50.57	331.50
31634705002	304360034	684277	KEYS, FREDERICK (RENT)	15260	ADOBE WAY	92555-5818	CHU RONG PING	5414 HALISON ST	TORRANCE	90503	63.96	6.40	12.66	83.02
75315885007	304360028	684277	HICKS, VERNAE	15291	ADOBE WAY	92555-5819	BALATBAT RUDOLPH G	15826 TWIN LAKES DR	MORENO V	92555	255.40	25.54	50.57	331.50
31455805001	304360048	684277	WALKER, BOBBY	15372	ADOBE WAY	92555-5816	WALKER BOBBY	15372 ADOBE WAY	MORENO V	92555	25.54	2.55	5.06	33.14
97062265009	304350006	684277	JOHNSON, SHEILA	15469	ADOBE WAY	92555-5813	SUN WEI	15469 ADOBE WAY	MORENO V	92555	345.31	34.53	68.37	448.2
63015265007	484041011	684277	ARCHER, RICHARD (OWNR)	14140	AGAVE ST	92553-4477	ARCHER RICHARD L L	14140 AGAVE ST	MORENO V	92553	332.64	33.26	65.86	431.76
72606645003	484041007	684277	DUTTON, RODNEY AND MARIELA	14161	AGAVE ST	92553-4477	DUTTON RODNEY O	14161 AGAVE ST	MORENO V	92553	255.40	25.54	50.57	331.50
31163155007	484041005	684277	TAVIRA, MOISES(RENT)	14181	AGAVE ST	92553-4477	RODRIGUEZ JOSE L	14181 AGAVE ST	MORENO V	92553	164.44	16.44	32.56	213.44
58843295003	484041003	684277	MAGANA, JOSE	14213	AGAVE ST	92553-4421	MAGANA JOSE A	14213 AGAVE ST	MORENO V	92553	255.40	25.54	50.57	331.50
88403455006	484041019	684277	VICENTE, MELINDA (RENT)	14242	AGAVE ST	92553-4421	TRAN VINCENT	14242 AGAVE ST	MORENO V	92553	62.40	6.24	12.36	80.98
92398605001	484041001	684277	CARMACK, CICELEY	14243	AGAVE ST	92553-4421	GORDON JOYCELYN M	11748 VALLE LINDO ST	MORENO V	92555	255.40	25.54	50.57	331.50
91888515001	484112008	684277	WATSON, LOIS (RENT)	14265	AGAVE ST	92553-4421	AGAVE STREET TRUST	231 E ALESSANDRO BL NO A	RIVERSIDE	92508	248.50	24.85	49.20	322.54
98636703007	484113009	684277	REYES, CHRISTINE (RENT)	14320	AGAVE ST	92553-4423	GONZALEZ PETER	14320 AGAVE ST	MORENO V	92553	255.40	25.54	50.57	331.50
93676035009	484113014	684277	HUTCHERSON, BERRY	14356	AGAVE ST	92553-4423	HUTCHERSON BARRY	14356 AGAVE ST	MORENO V	92553	255.40	25.54	50.57	331.50
88926455006	484113016	684277	TELLO, VICTOR	14370	AGAVE ST	92553-4423	TELLO VICTOR G	14370 AGAVE ST	MORENO V	92553	255.40	25.54	50.57	331.50
31291695003	484123007	684277	ALANIS, CANDACE (RENT)	14440	AGAVE ST	92553-4425	KETCHAM WILLIAM V	15379 ADOBE WAY	MORENO V	92555	138.74	13.87	27.47	180.08
86149563004	484224006	684277	GRAY, RAY	14518	AGAVE ST	92553-7164	GRAY RAYMOND	14518 AGAVE ST	MORENO V	92553	255.40	25.54	50.57	331.50
93778285000	484224005	684277	ALVAREZ, ROCIO	14530	AGAVE ST	92553-7164	CANO MIGUEL	14530 AGAVE ST	MORENO V	92553	191.77	19.18	37.97	248.90
96662355008	484224002	684277	JACKSON, GWENDALYN	14570	AGAVE ST	92553-7164	CROSS GWENDOLYN	14570 AGAVE ST	MORENO V	92553	55.40	5.54	10.97	71.9
91571843004	484223008	684277	CARTER, TERRY	14644	AGAVE ST	92553-7165	CARTER TERRY	14644 AGAVE ST	MORENO V	92553	255.40	25.54	50.57	331.50

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97869975008	486412005	684277	SHINER, CEDRIC (RENT)	15332	AGUILA PASS	92555-2900	NOLTMANN INGO	5536 INNER CIRCLE DR	RIVERSIDE	92506	669.57	66.96	132.57	869.10
68121505008	486412002	684277	BARNETT, CASSONDRA	15356	AGUILA PASS	92555-2900	BARNETT THOMAS	15356 AGUILA PASS	MORENO V	92555	255.40	25.54	50.57	331.50
68121505013	486412004	684277	LOVANO, ERICK (RENT)	15340	AGUILA PASS	92555-2900	SALCIDO, YVONNE	#REF!	#REF!	#REF!	337.98	33.798	66.92	438.68
88326963002	485081016	684277	SANCHEZ, ANNA	24809	AGUSTA DR	92551-4031	LOZA DAVID T	24809 AGUSTA DR	MORENO V	92551	255.40	25.54	50.57	331.50
97343555002	260124021	684277	WATSON, KENNETH	23609	AIROSA PL	92557-3964	WATSON KENNETH	23609 AIROSA PL	MORENO V	92557	255.40	25.54	50.57	331.50
95591985008	260125008	684277	HALLSTROM, DON	23634	AIROSA PL	92557-3963	HALLSTROM MARIA V	10677 BREEZY MEADOW DR	MORENO V	92557	255.40	25.54	50.57	331.50
97124425004	260124007	684277	EDGERSON, CARMELLA	23651	AIROSA PL	92557-3964	BOSSETT CARMELLA	23651 AIROSA PL	MORENO V	92557	255.40	25.54	50.57	331.50
31314955008	484273035	684277	BARBOZA, MARIA TERESA (RENT)	14780	ALBA WAY	92553-7148	FLORIDO VICENTE	14780 ALBA WAY	MORENO V	92553	220.89	22.09	43.74	286.7
31269575004	484271016	684277	RAYMOND, ANNETTE (RENT)	14785	ALBA WAY	92553-7100	THAI LAM TUONG	1710 E AUTUMN	WEST COV	91791	409.88	40.99	81.16	532.02
31128145003	484271012	684277	FOX, MADALYNN (RENT)	14829	ALBA WAY	92553-7136	BROUGHTON LINDA LEE	3745 STEWART AVE	LOS ANGEL	90066	242.20	24.22	47.96	314.36
94421005005	484273032	684277	GERMANY, RICHARD (RENT)	14848	ALBA WAY	92553-7146	SEGURA JULIAN	24485 TIERRA DE ORO	MORENO V	92553	255.40	25.54	50.57	331.50
31502015006	484271008	684277	MANGARREZ, PEDRO	14869	ALBA WAY	92553-7136	ALBA ANTHONY	14869 ALBA WAY	MORENO V	92553	255.40	25.54	50.57	331.50
94361225007	264301014	684277	PARK, HAN	11903	ALBION WAY	92557-6140	PARK JUNG HOON	14025 QUAILRIDGE DR	RIVERSIDE	92503	255.40	25.54	50.57	331.50
57320695009	264301019	684277	DONIS, BLANCA	11947	ALBION WAY	92557-6140	DONIS RAUL	11947 ALBION WAY	MORENO V	92557	255.40	25.54	50.57	331.50
31587315004	487310021	684277	NEWBERN, ELAINE	26433	ALDERTREE CT	92555-2366	NEWBERN MARVIN A	26433 ALDERTREE CT	MORENO V	92555	255.40	25.54	50.57	331.50
1.0075E+11	487310020	684277	JAIMES, AIDA	26445	ALDERTREE CT	92555-2366	MANUEL ESTEBAN G	26445 ALDERTREE CT	MORENO V	92555	175.40	17.54	34.73	227.66
31381385007	473351022	684277	WHEELER, BRADFORD	11108	ALDREN CT	92555-6547	VEACH TAMMY W V	31160 SUTHERLAND DR	REDLANDS	92373	255.40	25.54	50.57	331.50
90621245004	473361007	684277	VASQUEZ, AL AND DIANE	11134	ALDREN CT	92555-6547	VASQUEZ ALFRED	11134 ALDREN CT	MORENO V	92555	255.40	25.54	50.57	331.50
65248865006	484222013	684277	PURCELL, MELISSA	25160	ALEPPO WAY	92553-7142	PURCELL THOMAS	P O BOX 9642	MORENO V	92552	95.40	9.54	18.89	123.82
31416305008	484222020	684277	TOLLIVER, GARY	25173	ALEPPO WAY	92553-7142	TOLLIVER GARY R	25173 ALEPPO WAY	MORENO V	92553	255.40	25.54	50.57	331.50
31311265009	484222011	684277	SALINAS, OSCAR AND MONICA (O	25184	ALEPPO WAY	92553-7142	FERNANDEZ JOSE	25184 ALEPPO WAY	MORENO V	92553	43.52	4.35	8.62	56.48
96593845003	291192025	684277	OJEDA LARIOS, JOAQUIN (RENT)	22184	ALESSANDRO BLVD	92553-8217	URENA SOCRATES	20620 AVENIDA HACIENDA	RIVERSIDE	92508	255.40	25.54	50.57	331.50
94689885002	291192024	684277	WALLS, RANDY (RENT)	22240	ALESSANDRO BLVD	92553-8207	ELLIOTT JOHN PAUL	3878 12TH ST	RIVERSIDE	92501	119.07	11.91	23.58	154.54
75734515007	482203016	684277	SOTO, ISABELLA (RENT)	24834	ALESSANDRO BLVD	92553-5899	TRAN HOA THIEN	8302 GUMWOOD CIR	WESTMINS	92863	255.40	25.54	50.57	331.50
92517735009	484030009	684277	THOMPSON, DAVID	25791	ALESSANDRO BLVD	92553-2919	WU KAI LIN	25791 ALESSANDRO BLV	MORENO V	92553	224.28	22.43	44.41	291.10
94377035003	478070008	684277	CERRATO, LILY C OWNER	28135	ALESSANDRO BLVD	92555-6101	CERRATO LILY C	656 E HEMLOCK ST	OXNARD C	93033	183.21	18.32	36.28	237.80
31255495000	478050002	684277	GOULD, AMBER	28344	ALESSANDRO BLVD	92555-6102	GOULD BRENDAN R	28344 ALESSANDRO BLV	MORENO V	92555	332.64	33.26	65.86	431.76
93848973006	478040012	684277	BONDS, DARLENE (RENT) APTS	28700	ALESSANDRO BLVD	92555-6930	GARCIA RUBEN	11829 BARN WALL ST	NORWALK	90650	128.14	12.81	25.37	166.32
31229685005	478166037	684277	CORNEJO, SUJEY (OWNR)	28839	ALESSANDRO BLVD	92555-6939	CORNEJO STEVE	28839 ALESSANDRO BLV	MORENO V	92555	63.96	6.40	12.66	83.02
91765765008	478166013	684277	WILSON, PAUL R	28929	ALESSANDRO BLVD	92555-6932	WILSON PAUL R	28929 ALESSANDRO BLV	MORENO V	92555	332.64	33.26	65.86	431.76
72630135000	478175014	684277	KNIGHT, HEATHER	28930	ALESSANDRO BLVD	92555-6933	KNIGHT EDWARD J	28930 ALESSANDRO BLV	MORENO V	92555	332.64	33.26	65.86	431.76
97517955007	478166014	684277	ROWAN, TERRY AND LAVERNE	28949	ALESSANDRO BLVD	92555-6932	ROWAN LAVERNE	28949 ALESSANDRO BLV	MORENO V	92555	332.64	33.26	65.86	431.76
92471045004	478430016	684277	IRVINE, RICK	29075	ALESSANDRO BLVD	92555-7211	IRVINE RICHARD A	29075 ALESSANDRO BLV	MORENO V	92555	255.40	25.54	50.57	331.50
60693595005	478430019	684277	DRAKE, MICHAEL	29095	ALESSANDRO BLVD	92555-7211	DRAKE MICHAEL	29095 ALESSANDRO BLV	MORENO V	92555	255.40	25.54	50.57	331.50
97104745009	478182048	684277	DYKASTRA, EDDIE	29144	ALESSANDRO BLVD	92555-7221	DYKSTRA EDWARD	29144 ALESSANDRO BLV	MORENO V	92555	332.64	33.26	65.86	431.76
93972453003	478430017	684277	STOREY, DONALD	29155	ALESSANDRO BLVD	92555-7212	LADAWON NATTAPONG	29155 ALESSANDRO BLV	MORENO V	92555	255.40	25.54	50.57	331.50
93343655005	296051007	684277	KELSEY, ALBERT (RENT)	13165	ALEXIS DR	92553-3266	THOMAS MESEGA	13165 ALEXIS DR	MORENO V	92553	246.37	24.64	48.78	319.78
53078005002	304190037	684277	SIPIN, MARILOU	15809	ALISA VIEJO CT	92555-5914	SIPIN EDWARD B	15809 ALISA VIEJO CT	MORENO V	92555	255.40	25.54	50.57	331.50
93886945003	304220049	684277	NOLAN, TWANETTE	15899	ALISA VIEJO CT	92555-5915	GORDON JEANNETTE E	15899 ALISA VIEJO CT	MORENO V	92555	191.87	19.19	37.99	249.04
50884435006	486462012	684277	GOMEZ, EDGAR	16280	ALMANOR CT	92551-2013	GOMEZ EDGAR	8200 N LAURELGELN BLV	BAKERSFIE	93311	255.40	25.54	50.57	331.50
72990335006	292123006	684277	AREDONDO, LILIA	12791	ALONA ST	92553-5650	ARREDONDO LILIA	12791 ALONA ST	MORENO V	92553	255.40	25.54	50.57	331.50
88644275003	292124008	684277	ROTHSCHILD, ALTHERESA	12850	ALONA ST	92553-5662	ROTHSCHILD JAMES L	12850 ALONA ST	MORENO V	92553	255.40	25.54	50.57	331.50
57202705007	292124009	684277	BECERRA, VICTOR AND SANDRA	12854	ALONA ST	92553-5662	BECERRA VICTORINO M	12854 ALONA ST	MORENO V	92553	55.40	5.54	10.97	71.90
93809525003	292131009	684277	SANCHEZ, ALMA (OWNR)	12980	ALONA ST	92553-5657	SANCHEZ ALMA RUTH	12980 ALONA ST	MORENO V	92553	332.64	33.26	65.86	431.76
93961535000	292131010	684277	CELAYA, RENEE (OWNR)	12994	ALONA ST	92553-5657	CELAYA LUPE R	1948 ENGLISH OAK WAY	PERRIS CA	92571	155.40	15.54	30.77	201.70
96279505000	486414004	684277	GILLIAM, DARRYL	15379	ALOSTA LN	92555-2909	GILLIAM DARRYL G	15379 ALOSTA LN	MORENO V	92555	130.40	13.04	25.82	169.24
92392583008	486414002	684277	RUDD, ANNETTE	15399	ALOSTA LN	92555-2909	RUDD ANNETTE	15399 ALOSTA LN	MORENO V	92555	255.40	25.54	50.57	331.50
90773375005	486414001	684277	COLBERT, SHERINDA (OWNR)	15409	ALOSTA LN	92555-2910	COLBERT SHERINDA	13629 ERIN DR	MORENO V	92555	150.40	15.04	29.78	195.20
31640455001	486431021	684277	GASCA, VIRGINA	15419	ALOSTA LN	92555-2910	VALDERRAMA GIOVANNA	15419 ALOSTA LN	MORENO V	92555	255.40	25.54	50.57	331.50
94622225002	486431012	684277	SMITH, VINCENT (RENT)	15468	ALOSTA LN	92555-2910	CHEN MING YING	101 REUNION	IRVINE CA	92603	255.40	25.54	50.57	331.50
75307975005	486431013	684277	DAVIDSON, JAMES (OWNR)	15488	ALOSTA LN	92555-2910	DAVIDSON JAMES A	15488 ALOSTA LN	MORENO V	92555	63.96	6.40	12.66	83.02
57849745007	312071024	684277	SALAZAR, FERNANDO	25683	ALPARAS CIR	92551-2025	SALAZAR CHANTELLE	25683 ALPARAS CIR	MORENO V	92551	191.77	19.18	37.97	248.90
92445563008	474333016	684277	SCHROEDER, KAREN	25271	ALPHA ST	92557-5728	WARD KAREN A	25271 ALPHA ST	MORENO V	92557	326.45	32.65	64.64	423.72
48279675003	474084030	684277	FLORES, IGNACIO	25427	ALPHA ST	92557-5730	FLORES IGNACIO	25427 ALPHA ST	MORENO V	92557	191.55	19.155	37.93	248.62
31171295001	479680001	684277	DANIELS, JERRY (OWNR)	13379	ALPINE ST	92553-0865	LUI KUI DIN	2825 W GRAND AVE	ALHAMBR	91801	221.08	22.11	43.77	286.96
62822025008	479681011	684277	MEDRANO, ANNA	13380	ALPINE ST	92553-0866	MEDRANO ANA C	13380 ALPINE ST	MORENO V	92553	58.92	5.89	11.67	76.46
31452285007	479680006	684277	WILLIAMS, ALFRED	13449	ALPINE ST	92553-0863	NGO CONNIE	4080 VIA MARISOL NO 338	LOS ANGEL	90042	255.18	25.518	50.53	331.22
31587845003	479681005	684277	LEON, CECILIA	13464	ALPINE ST	92553-0864	LEON VICTOR M	13464 ALPINE ST	MORENO V	92553	255.29	25.53	50.55	331.36
31569755009	479681004	684277	INDA, EDWARD	13478	ALPINE ST	92553-0864	NGO CONNIE	4080 VIA MARISOL NO 338	LOS ANGEL	90042	255.18	25.518	50.53	331.22
97461415002	474701012	684277	SOLOMON, CRESTA (OWNR)	25208	ALTA VISTA DR	92557-5233	SOLOMON RICHARD J	25208 ALTA VISTA DR	MORENO V	92557	255.29	25.53	50.55	331.36
31384645007	260425003	684277	REYES, JORGE	10050	ALTABRISA WAY	92557-9016	REYES JORGE ALEXANDER	10050 ALTABRISA WAY	MORENO V	92557	299.97	30.00	59.39	389.36
31644325001	260431007	684277	SAUCIER, LUCY	10159	ALTABRISA WAY	92557-9019	SAUCIER JOHNIE A	10159 ALTABRISA WAY	MORENO V	92557	332.40	33.24	65.82	431.44
97404225002	260431012	684277	PALMER, DEAN	10209	ALTABRISA WAY	92557-9020	PALMER DEAN G	10209 ALTABRISA WAY	MORENO V	92557	191.66	19.17	37.95	248.76
97404225007	260431010	684277	CASTANON, LINDA	10189	ALTABRISA WAY	92557-9019	ZUNIGA OSCAR	#REF!	MORENO V	#REF!	202.80	20.28	40.15	263.22
1.01095E+11	487421013	684277	FLORENCE, RANDY	26297	ALTURAS CREEK DR	92555-2447	FLORENCE RANDY C	26297 ALTURAS CREEK DR	MORENO V	92555	332.40	33.24	65.82	431.44

93138405002	487421008	684277	PARKER, GLORIA	26371	ALTURAS CREEK DR	92555-2448	PARKER GLORIA	26371 ALTURAS CREEK DR	MORENO V	92555	255.29	25.53	50.55	331.36
96277235001	487422008	684277	WEATHERSPOON, PATRICIA	26454	ALTURAS CREEK DR	92555-6821	WEATHERSPOON PATRICIA	26454 ALTURAS CREEK DR	MORENO V	92555	255.29	25.53	50.55	331.36
99535623007	474482022	684277	VASQUEZ, FRANK (RENT)	10718	ALYSSUM LN	92557-3020	MENDOZA JAVIER	12157 FRANKLIN ST	MORENO V	92557	140.58	14.06	27.83	182.46
92834505006	479501037	684277	VALTIERRA, CRYSTAL	12091	AMBER HILL TRL	92557-7532	RIVAS MODESTO J	12091 AMBER HILL TR	MORENO V	92557	125.40	12.54	24.83	162.76
98365345019	479512012	684277	COTA, CHARLIE P AND CAROL	12141	AMBER HILL TRL	92557-7546	COTA CHARLES V R	12141 AMBER HILL TR	MORENO V	92557	166.20	16.62	32.91	215.72
92833975009	479513007	684277	BOWDEN, BETTY	12162	AMBER HILL TRL	92557-7547	BOWDEN BETTY	12162 AMBER HILL TR	MORENO V	92557	255.29	25.53	50.55	331.36
1.00472E+11	479513008	684277	STEWART, GLENDA	12182	AMBER HILL TRL	92557-7549	STEWART CHARLES E	12182 AMBER HILL TR	MORENO V	92557	255.29	25.53	50.55	331.36
31399855000	479512005	684277	GONZALEZ, REYNA	12211	AMBER HILL TRL	92557-7557	MORENO JUAN JOSE	12211 AMBER HILL TR	MORENO V	92557	30.40	3.04	6.02	39.44
31535705001	479513026	684277	WEST, CHRIS (RENT)	12212	AMBER HILL TRL	92557-7557	JOHNSON SANDRA	P O BOX 5601	RIVERSIDE	92517	63.63	6.363	12.60	82.58
95192835007	479513027	684277	DECATUR'WYATT, TAMARA (RENT	12220	AMBER HILL TRL	92557-7557	GREEN ELIAS D	12220 AMBER HILL TR	MORENO V	92557	255.40	25.54	50.57	331.50
92302335000	482551013	684277	ECHEVERRIA, GERSON (RENT)	24015	AMBERLEY DR	92553-3377	ZAMORA WINSTON E	8989 LARAMIE	ALTA LOM	91737	255.40	25.54	50.57	331.50
56143355007	482551014	684277	HERNANDEZ, JOSEFINA (RENT)	24029	AMBERLEY DR	92553-3377	HA JAMES	24029 AMBERLEY DR	MORENO V	92553	210.40	21.04	41.66	273.08
53042635006	482552006	684277	GONZALEZ, TINA	24030	AMBERLEY DR	92553-6242	GONZALEZ TINA A	24030 AMBERLEY DR	MORENO V	92553	155.29	15.53	30.75	201.56
61359165002	482552014	684277	GRIJALVA, ERNESTO	24116	AMBERLEY DR	92553-3381	GRIJALVA ERNESTO R	24116 AMBERLEY DR	MORENO V	92553	255.29	25.53	50.55	331.36
31306665005	482552015	684277	RUANO, ADRIANA (OWNR)	24122	AMBERLEY DR	92553-3381	RUANO LUCIO	24122 AMBERLEY DR	MORENO V	92553	109.03	10.90	21.59	141.52
31337165005	482552017	684277	DELMAE PROPERTIES	24134	AMBERLEY DR	92553-3381	DELMAE PROP	12831 MORENO BEACH NO 107	MORENO V	92555	255.40	25.54	50.57	331.50
61003505005	482554007	684277	ELLIOTT, NISHA (RENT)	24145	AMBERLEY DR	92553-3382	BANK OF AMERICA	1800 TAPO CANYON SV2202	SIMI VALLE	93063	144.51	14.451	28.61	187.56
82865295006	482554008	684277	GODINEZ, MARIA (RENT)	24151	AMBERLEY DR	92553-3382	GOMEZ MARIA YSABEL	24151 AMBERLEY DR	MORENO V	92553	260.40	26.04	51.56	337.98
66672225001	482554009	684277	BEDOLLA, SYLVIA	24157	AMBERLEY DR	92553-3382	BEDOLLA SILVIA	24157 AMBERLEY DR	MORENO V	92553	205.29	20.53	40.65	266.46
96197415003	482552022	684277	MARTINEZ, VALERIE (TNT)	24174	AMBERLEY DR	92553-3383	GARCIA JUAN MANUEL	24174 AMBERLEY DR	MORENO V	92553	122.29	12.23	24.21	158.72
56186575000	482554012	684277	MARTINEZ, MIRNA	24179	AMBERLEY DR	92553-3387	MARTINEZ HECTOR R	24179 AMBERLEY DR	MORENO V	92553	255.29	25.53	50.55	331.36
53669195008	482552025	684277	MARTINEZ, HERMINIA (RENT)	24194	AMBERLEY DR	92553-3383	TRAN VIET	24194 AMBERLEY DR	MORENO V	92553	78.85	7.885	15.61	102.34
86536003000	312300010	684277	LUCERO, KAREN (OWNR)	25313	AMY CT	92551-2413	LUCERO CHRISTIAN	25313 AMY CT	MORENO V	92551	255.40	25.54	50.57	331.50
94854215003	312123025	684277	BAHDNA, MIGUEL (OWNR)	16419	ANCLADERO CT	92551-2092	BAHENA MIGUEL ANGEL	16419 ANCLADERO CT	MORENO V	92551	51.04	5.10	10.11	66.24
87990705001	312123033	684277	BERG, DANA	16434	ANCLADERO CT	92551-2091	BERG DANA	16434 ANCLADERO CT	MORENO V	92551	35.29	3.529	6.99	45.8
92689045001	312123022	684277	GRIZZARD, SARA	16455	ANCLADERO CT	92551-2092	GRIZZARD SARA A	3200 GUASTE RD STE 100	ONTARIO	91761	255.29	25.53	50.55	331.36
94757395000	479564003	684277	WALKER, PAMELA	25944	ANDRE CT	92553-6824	WALKER PAMELA A	25944 ANDRE CT	MORENO V	92553	255.29	25.53	50.55	331.36
63906885007	479564009	684277	UTRERA, JENNIFER	25981	ANDRE CT	92553-6824	UTRERA JENNIFER	25981 ANDRE CT	MORENO V	92553	255.18	25.518	50.53	331.22
96798225008	292022025	684277	RENTERIA, ROMAN	12501	ANDRETTI ST	92553-5201	RENTERIA ROMAN I	12501 ANDRETTI ST	MORENO V	92553	332.40	33.24	65.82	431.44
96794695008	292023012	684277	GONZALES, MIGUEL	12516	ANDRETTI ST	92553-5200	GONZALEZ MIGUEL	12516 ANDRETTI ST	MORENO V	92555	255.29	25.53	50.55	331.36
60084235003	292022034	684277	ALVAREZ, ANDREA	12567	ANDRETTI ST	92553-5201	ORDONEZ ROBERTO	12567 ANDRETTI ST	MORENO V	92553	255.18	25.518	50.53	331.22
96798825002	292023008	684277	CORONEL, ADOLFO (RENTER)	12578	ANDRETTI ST	92553-5200	VARELA MARTA	12578 ANDRETTI ST	MORENO V	92553	46.12	4.612	9.13	59.86
31591685008	292022039	684277	CASIQUE, RICARDO (RENT)	12597	ANDRETTI ST	92553-5201	MONZON SMITH LOLA	12597 ANDRETTI ST	MORENO V	92553	179.04	17.90	35.45	232.38
31301895003	292022041	684277	HANNAH, STEPHANIE (RENT)	12635	ANDRETTI ST	92553-5259	WELCH CHARLES E	1452 W 82ND ST APT 2	LOS ANGEI	90047	60.34	6.03	11.95	78.32
64441835005	292023003	684277	BOGAN, ROBERT (RENT)	12636	ANDRETTI ST	92553-5260	STARKWEATHER SCOTT RAYMOND	12636 ANDRETTI ST	MORENO V	92553	63.96	6.40	12.66	83.02
68484175009	292033002	684277	QUIZA, ROSAMARIA	12674	ANDRETTI ST	92553-5260	AGUADO JUAN	12674 ANDRETTI ST	MORENO V	92553	128.03	12.80	25.35	166.18
66526325008	292035008	684277	MEAD, ROBIN (RENT)	12715	ANDRETTI ST	92553-5257	DEP TRANSPORT	12715 ANDRETTI ST	MORENO V	92553	224.70	22.47	44.49	291.66
91213035003	292062005	684277	SALAZAR, ALEJANDRO (RENT)	12760	ANDRETTI ST	92553-5255	SALAZAR ANTONIO	12760 ANDRETTI ST	MORENO V	92553	64.44	6.44	12.76	83.64
59677105004	292062002	684277	BRAZLEY, ROCHELLE (RENT)	12802	ANDRETTI ST	92553-5256	LIAO CHIN FANG	159 N SAN MARINO AVE	SAN GABR	91775	254.85	25.49	50.46	330.78
96543235006	487530017	684277	MALING, NOAH AND ROLANDO (R	13819	ANDROMEDA AVE	92555-3814	BUYCO ALEXIS	13819 ANDROMEDA AVE	MORENO V	92555	263.40	26.34	52.15	341.88
31394485009	474521005	684277	FRASCA, LEONARD AND MARY	10749	ANEMONE CIR	92557-4144	FRASCA MARY L	10755 ANEMONE CIR	MORENO V	92557	336.61	33.66	66.65	436.9
96456255006	474521010	684277	MENENDEZ, PAULA (OWNR)	10772	ANEMONE CIR	92557-4144	MENENDEZ ROLANDO A	10772 ANEMONE CIR	MORENO V	92557	105.40	10.54	20.87	136.80
31472415008	474533016	684277	BUSTAMANTE, LUCHO	10837	ANEMONE CIR	92557-4114	BUSTAMANTE ISABELO LUCHO	10837 ANEMONE CIR	MORENO V	92557	255.18	25.518	50.53	331.22
31174775004	474531003	684277	CARTER, MICHEAL (RENT)	10874	ANEMONE CIR	92557-4115	CASTRO ELIZABETH MARISOL	10874 ANEMONE CIR	MORENO V	92557	178.45	17.845	35.33	231.62
31055265002	474533013	684277	PETERKIN, RICHARD (OWNR)	10881	ANEMONE CIR	92557-4116	PETERKIN RICHARD LAMONT	10881 ANEMONE CIR	MORENO V	92557	128.14	12.81	25.37	166.32
92535855005	474533011	684277	JIMMEZ, JUAN	10911	ANEMONE CIR	92557-4145	JIMENEZ JUAN GONZALEZ	10911 ANEMONE CIR	MORENO V	92557	226.45	22.65	44.84	293.92
92225935007	316121034	684277	SUFLE, WENDY (OWNR)	24589	ANGELLA WAY	92551-7407	SECRETARY HOUSING & URBAN DEV OF	24589 ANGELLA WAY	MORENO V	92551	255.40	25.54	50.57	331.50
92437155001	316121035	684277	SALMERON, MARIA	24611	ANGELLA WAY	92551-7448	SALMERON MARTIN	24611 ANGELLA WAY	MORENO V	92551	255.29	25.53	50.55	331.36
31623495009	475032026	684277	RODRIGUEZ, FAUSTINO	24280	ANGIE LN	92557-5049	RODRIGUEZ SENORINA	24280 ANGIE LN	MORENO V	92557	332.16	33.216	65.77	431.14
98802423004	479594005	684277	CHENAULT, BEVERLY (OWNR)	25799	ANISE ST	92553-6857	CHENAULT BEVERLEE	25799 ANISE ST	MORENO V	92553	326.22	32.622	64.59	423.42
75033515004	479594006	684277	LARSON, RUSSELL	25811	ANISE ST	92553-6890	LARSON RUSSELL K	25811 ANISE ST	MORENO V	92553	255.29	25.53	50.55	331.36
73248435007	479681002	684277	HOLT, GLADYS (OWNR)	25847	ANISE ST	92553-6858	HOLT GLADYS	25847 ANISE ST	MORENO V	92553	191.77	19.18	37.97	248.90
95770595000	482481016	684277	AGUILAR, DEIDRA	14106	ANN MARIE CT	92553-6730	MBAGWU OKECHUKWU D	285 GREEN AVE	ESCONDID	92025	438.42	43.84	85.81	569.06
31595515005	482481010	684277	MEJIA, MILTON	14117	ANN MARIE CT	92553-6731	RODRIGUEZ MARTHA R	14117 ANN MARIE CT	MORENO V	92553	255.29	25.53	50.55	331.36
84616945005	478322008	684277	OCHOA, JOSE (RENT)	14288	ANNADALE DR	92555-6238	OCHOA JOSE	14288 ANNADALE DR	MORENO V	92555	212.48	21.25	42.07	275.78
58545145006	478320002	684277	MARTE, MELVIN	14289	ANNADALE DR	92555-6238	MARTE MELVIN	14289 ANNADALE DR	MORENO V	92555	255.29	25.53	50.55	331.36
73551495001	478320003	684277	ROONGRUANGYOT, LEEVIS (RENT	14305	ANNADALE DR	92555-6238	TAWATAO RIO RITA R	P O BOX D	MORENO V	92556	127.40	12.74	25.23	165.36
70209125007	478320008	684277	MARROQUIN, ALEX	14367	ANNADALE DR	92555-6238	MORADI TOORAJ H	14367 ANNADALE DR	MORENO V	92555	255.29	25.53	50.55	331.36
31533705006	486034004	684277	DAWSON, ANGELIA	25857	ANNETTE AVE	92551-7003	VAZQUEZ MARTIN	25857 ANNETTE AVE	MORENO V	92551	255.29	25.53	50.55	331.36
90638585006	486024014	684277	BARDALES, GLENDA (OWNR)	25895	ANNETTE AVE	92551-7003	BARDALES GLENDA	5200 E 60TH ST	MAYWOOI	90270	352.42	35.24	69.78	457.44
57372635003	486025014	684277	SANFORD, SHERRON	25910	ANNETTE AVE	92551-7004	SANFORD WILBUR	25910 ANNETTE AVE	MORENO V	92551	255.29	25.53	50.55	331.36
60663935007	486024012	684277	SALWAY, SHANIKA (RENT)	25917	ANNETTE AVE	92551-7000	LOPEZ MARTIN	3137 THRUSH WAY	PERRIS CA	92571	255.40	25.54	50.57	331.50
95914615000	304511045	684277	HERNANDEZ, OCTAVIO	14929	ANSLEY CT	92555-5827	HERNANDEZ OCTAVIO ALONSO	14929 ANSLEY CT	MORENO V	92555	105.29	10.53	20.85	136.66
89924243005	486290025	684277	SANCHEZ, TERESA (OWNR)	14416	ANTHONY PL	92555-4709	SANCHEZ TERESA	14416 ANTHONY PL	MORENO V	92555	255.29	25.53	50.55	331.36
74569525006	486290013	684277	ALVAREZ, KIMBERLY	14443	ANTHONY PL	92555-4713	GUTIERREZ GABRIEL	1112 LAGOON AVE	WILMINGT	90744	413.68	41.37	81.91	536.94

31547635001	486290012	684277	WHITE, KAREN (RENT) APTS	14471	ANTHONY PL	92555-4713	ESPINOZA WILLIAM R	14471 ANTHONY PL	MORENO V	92555	332.64	33.26	65.86	431.76
31478145002	484171014	684277	BENITO, ANGELICA (OWNR)	14545	ANTILLES DR	92553-4952	BENITO ANGELICA	26973 HONORS WAY	MORENO V	92555	90.29	9.03	17.88	117.18
92073913005	484171017	684277	FARAGOZA, ESTHER	14577	ANTILLES DR	92553-4952	FARAGOZA LUIS	14577 ANTILLES DR	MORENO V	92553	255.29	25.53	50.55	331.36
96781365004	484172024	684277	ALEXANDER, LOLA	14586	ANTILLES DR	92553-4980	STREETER SAMUEL L	P O BOX 18082	LOUISVILLE	40261	332.40	33.24	65.82	431.44
74877125007	484194006	684277	REICHERT, HERBERT	14612	ANTILLES DR	92553-4912	REICHERT HERBERT C	14612 ANTILLES DR	MORENO V	92553	255.29	25.53	50.55	331.36
83565015000	484191002	684277	ZARAZUA, CARMEN	14623	ANTILLES DR	92553-4981	GERMAN LUIS	14623 ANTILLES DR	MORENO V	92553	332.40	33.24	65.82	431.44
31414425008	484191003	684277	PEREZ, RICHARD	14633	ANTILLES DR	92553-4981	PERZ RICHARD	14633 ANTILLES DR	MORENO V	92553	105.29	10.53	20.85	136.66
31162855002	484194009	684277	ESTRELLA, FRANK	14646	ANTILLES DR	92553-4912	ESTRELLA FRANK	14646 ANTILLES DR	MORENO V	92553	255.29	25.53	50.55	331.36
87982145006	484191017	684277	STUART, MELISSA (RENT)	14667	ANTILLES DR	92553-4981	KYAW THEIN	441 W FOOTHILL BLV	ARCADIA (	91006	255.40	25.54	50.57	331.50
64176395009	484194010	684277	HORN, BILLY	14668	ANTILLES DR	92553-4912	HORN BILLY	14668 ANTILLES DR	MORENO V	92553	44.59	4.46	8.83	57.86
31286695003	484191016	684277	MARTINEZ, MARIA (OWNR)	14677	ANTILLES DR	92553-4981	MARTINEZ MARIA D	14677 ANTILLES DR	MORENO V	92553	255.40	25.54	50.57	331.50
58075905004	484191013	684277	GONZALEZ, MIGUEL AND JOSEFIN	14711	ANTILLES DR	92553-2949	GONZALEZ MIGUEL	14711 ANTILLES DR	MORENO V	92553	557.14	55.71	110.31	723.16
81273465009	296142010	684277	BONAPARTE, CHERI L	23771	ANTLER CT	92553-3290	BONAPARTE CURTIS LEE	23771 ANTLER CT	MORENO V	92553	111.00	11.10	21.98	144.06
92022285004	296142013	684277	JONES, JEANNEANE	23790	ANTLER CT	92553-3290	SHARIFZADEH HABIB	25222 CINNAMON RD	LAKE FORE	92630	255.29	25.53	50.55	331.36
97046615009	484041026	684277	SIERRA, MARIA	14159	APPLE BLOSSOM LN	92553-4481	SIERRA REYNALDO J	14159 APPLE BLOSSOM LN	MORENO V	92553	59.31	5.93	11.74	76.98
31220775005	484042007	684277	SOLIS, MARIA (RENT)	14198	APPLE BLOSSOM LN	92553-4481	MEDINA CHRISTIAN	14198 APPLE BLOSSOM LN	MORENO V	92553	255.40	25.54	50.57	331.50
61347875008	484041023	684277	EDWARDS, NICHOL	14199	APPLE BLOSSOM LN	92553-4481	EDWARDS NICHOL A	14199 APPLE BLOSSOM LN	MORENO V	92553	255.29	25.53	50.55	331.36
31304355005	291311016	684277	ARELLANO, CRYSTAL	13311	APPLEBY CT	92553-7801	MELENDEZ FRANCISCO	13311 APPLEBY CT	MORENO V	92553	27.92	2.792	5.53	36.24
74814865004	485201015	684277	VALENCIA, ANDRES	15769	APRIL CT	92551-6922	VALENCIA ANDRES D	15769 APRIL CT	MORENO V	92551	258.80	25.88	51.24	335.92
31459865000	485201009	684277	TOLLIVER, NORMA	15778	APRIL CT	92551-6922	SILVA JOSHUA PULIDO	15778 APRIL CT	MORENO V	92551	255.29	25.53	50.55	331.36
96775205000	485201008	684277	CORONA, GABRIEL AND MONICA	15786	APRIL CT	92551-6922	CORONA GABRIEL	15786 APRIL CT	MORENO V	92551	255.40	25.54	50.57	331.50
71445795005	485201018	684277	DIAZ, JOHN	15793	APRIL CT	92551-6922	DIAZ JOHN	15793 APRIL CT	MORENO V	92551	145.29	14.53	28.77	188.58
94981025004	485201007	684277	BARAJAS, KAREN (OWNR)	15794	APRIL CT	92551-6922	BARAJAS JESUS CASTILLO	15794 APRIL CT	MORENO V	92551	255.40	25.54	50.57	331.50
31212015002	291314013	684277	CUNNINGHAM, LEAH	22763	AQUEDUCT WAY	92553-7802	CUNNINGHAM IONA	22763 AQUEDUCT WAY	MORENO V	92553	255.29	25.53	50.55	331.36
31590995005	291314015	684277	IMMANUEL HOUSE	22764	AQUEDUCT WAY	92553-7802	COLFIN AI CA 4	24682 DEL PRADO NO 200	DANA POIN	92629	178.26	17.83	35.30	231.38
31316715004	291314017	684277	BELTRAN, JACQUELINE M	22790	AQUEDUCT WAY	92553-7802	BELTRAN JACQUELINE M	22790 AQUEDUCT WAY	MORENO V	92553	155.29	15.53	30.75	201.56
98179695010	291313008	684277	SANCHEZ, OCTAVIO	22828	AQUEDUCT WAY	92553-7800	SANCHEZ OCTAVIO	22828 AQUEDUCT WAY	MORENO V	92553	255.29	25.53	50.55	331.36
31060765007	291322012	684277	TORO, ALEJANDRO	22932	AQUEDUCT WAY	92553-7803	TORO ALEJANDRO	22932 AQUEDUCT WAY	MORENO V	92553	255.29	25.53	50.55	331.36
60530775001	291322015	684277	MARTINEZ, ANNA ISABEL (OWNR)	22970	AQUEDUCT WAY	92553-7803	MORA CARLOS MARTINEZ	22970 AQUEDUCT WAY	MORENO V	92553	332.40	33.24	65.82	431.44
31545205005	291321008	684277	CAMACHO, ALBERTO (RENT)	22985	AQUEDUCT WAY	92553-7804	CAMACHO NICOLAS	22985 AQUEDUCT WAY	MORENO V	92553	255.40	25.54	50.57	331.50
96235785003	308531010	684277	AVILA, MARGARITA (RENT)	26047	ARABIAN CT	92555-3358	HERNANDEZ VALDEMAR	26047 ARABIAN CT	MORENO V	92555	103.62	10.362	20.52	134.48
96277275002	291582014	684277	CAMPBELL, RAMONA (RENT)	13105	ARBOR PARK LN	92553-6907	WEN QI LE	13105 ARBOR PARK LN	MORENO V	92553	255.40	25.54	50.57	331.50
31525975005	291633016	684277	MARTIN, TAMMERA	13444	ARBOR PARK LN	92553-6961	WERBE ROBERT M	P O BOX 3847	COSTA ME	92628	235.29	23.53	46.59	305.40
72145615008	291632001	684277	MERRILL, DONALD AND CRYSTAL	13449	ARBOR PARK LN	92553-6960	MERRILL DONALD S	13449 ARBOR PARK LN	MORENO V	92553	332.40	33.24	65.82	431.44
80793895006	291633015	684277	POUNCY, FRANK	13456	ARBOR PARK LN	92553-6961	POUNCY FRANK TERRY	13456 ARBOR PARK LN	MORENO V	92553	250.51	25.051	49.60	325.16
96796995000	291633013	684277	LIVINGSTON, JOY AND DELVIN (RE	13474	ARBOR PARK LN	92553-6961	CHAU JACK C	1884 OAKGATE ST	MONTEREY	91755	215.94	21.59	42.76	280.28
75032025009	478331007	684277	BAILEY,RODNEY	14317	ARBORGLENN DR	92555-6244	BAILEY RODNEY LAMAR	14317 ARBORGLENN DR	MORENO V	92555	167.28	16.73	33.12	217.12
31610635007	478331009	684277	CHISM, CAROL (OWNR)	14328	ARBORGLENN DR	92555-6250	CHISM CAROL DIANE	14328 ARBORGLENN DR	MORENO V	92555	191.77	19.18	37.97	248.90
31476185007	478331012	684277	BURGESS, DERRICK	14358	ARBORGLENN DR	92555-6255	VALDOVINOS GRACE	14358 ARBORGLENN DR	MORENO V	92555	191.77	19.18	37.97	248.90
31490175000	478330016	684277	ALEXANDER, VARDAY	28418	ARBORGLENN DR	92555-6242	ALEXANDER FAMILY TRUST	28418 ARBORGLENN DR	MORENO V	92555	125.85	12.59	24.92	163.34
31431925007	488032001	684277	AGUILLARD, DONALD AND ALISA	27019	ARCHIE AVE	92555-2100	AGUILLARD DONALD	27019 ARCHIE AVE	MORENO V	92555	255.40	25.54	50.57	331.50
96427885005	479353004	684277	RUIZ, JUAN EDUARDO	12788	ARDOS ST	92553-4741	TENG CHEN	P O BOX 2739	CRESTLINE	92325	255.40	25.54	50.57	331.50
93936505008	479353006	684277	WILSON, REGGIE	12798	ARDOS ST	92553-4798	WILSON JUANITA	12798 ARDOS ST	MORENO V	92553	255.18	25.518	50.53	331.22
31413555002	479353008	684277	KEY, KAREN	12810	ARDOS ST	92553-4753	KEY KAREN R	12810 ARDOS ST	MORENO V	92553	255.29	25.53	50.55	331.36
85214365009	479352045	684277	BROWN, RUTHIE (RENT)	12823	ARDOS ST	92553-4756	LIU BO	830 FAIRVIEW AVE NO L	ARCADIA (	91007	27.96	2.796	5.54	36.28
95546663009	479312062	684277	MC CRAY, DOMINICHA (RENT)	12292	ARENISCA VERDE DR	92557-7558	BUCKHOFF CHRISTOPHER D	12292 ARENISCA VERDE DR	MORENO V	92557	191.77	19.18	37.97	248.90
91780705000	479312057	684277	LEVENSAILOR, RICHARD	12331	ARENISCA VERDE DR	92557-7514	LEVENSAILOR RICHARD ALBERT	12331 ARENISCA VERDE DR	MORENO V	92557	332.40	33.24	65.82	431.44
31292065003	479312066	684277	RODRIQUEZ, RANDY (RENT)	12332	ARENISCA VERDE DR	92557-7513	STOKES THOMAS A	20683 FREEPORT DR	RIVERSIDE	92508	217.32	21.73	43.03	282.08
66630005005	292151041	684277	DOZIER, GUY	12786	ARGO PL	92553-5631	DOZIER GUY	12786 ARGO PL	MORENO V	92553	255.29	25.53	50.55	331.36
31591365005	484171006	684277	SERREL, SHEILA (RENT)	25582	ARGONAUT DR	92553-4968	SADIK NAJWA	6955 SANDTRACK RD	RIVERSIDE	92506	129.21	12.92	25.58	167.70
52610115000	484171008	684277	GALLEGOS, DORA	25606	ARGONAUT DR	92553-4968	GALLEGOS GUILLERMO	25606 ARGONAUT DR	MORENO V	92553	255.29	25.53	50.55	331.36
31120415003	484171010	684277	ROSS, LANA (RENT)	25630	ARGONAUT DR	92553-4968	HUYNH MINH THE	2221 S 2ND AVE	ARCADIA (	91006	255.40	25.54	50.57	331.50
82212315007	484171011	684277	MARQUEZ, MARIA	25642	ARGONAUT DR	92553-4968	MARQUEZ MARIA L	25642 ARGONAUT DR	MORENO V	92553	255.29	25.53	50.55	331.36
31477725002	484171012	684277	OLIVER, LARRY	25654	ARGONAUT DR	92553-4968	OLIVER LAWRENCE	25654 ARGONAUT DR	MORENO V	92553	212.36	21.236	42.05	275.64
91924975007	296162011	684277	COLE, DEIRDRE L	23235	ARISTOTLE CT	92553-9604	COLE DEIRDRE L	23235 ARISTOTLE CT	MORENO V	92553	191.77	19.18	37.97	248.90
52668615003	304403009	684277	THOMAS, SHEILA (OWNR)	27157	ARLA ST	92555-4950	THOMAS LEON	27157 ARLA ST	MORENO V	92555	83.77	8.38	16.59	108.72
91487403005	304402006	684277	GABOUREL, RITA	27212	ARLA ST	92555-4942	VILLA MANUEL	27212 ARLA ST	MORENO V	92555	255.29	25.53	50.55	331.36
87945125007	304410006	684277	GUZMAN, MARTHA (RENT)	27320	ARLA ST	92555-4944	DEVERA MAVEL	150 S OXNARD ST NO 1	LOS ANGEL	90004	89.02	8.902	17.63	115.54
31635775004	304410008	684277	BLUITT, PEARL	27344	ARLA ST	92555-4944	HATZAKIS GEORGE	27344 ARLA ST	MORENO V	92555	255.29	25.53	50.55	331.36
31296105006	304411011	684277	SINGH, SUKHJINDER	27373	ARLA ST	92555-4945	SINGH SUKHJINDER	27373 ARLA ST	MORENO V	92555	255.40	25.54	50.57	331.50
99461283007	304410012	684277	ROBINSON, CHARLES	27392	ARLA ST	92555-4944	ROBINSON CHARLES RAY	27392 ARLA ST	MORENO V	92555	255.29	25.53	50.55	331.36
86282985005	304411007	684277	JOHNSON, JAMIQUA (RENT)	27421	ARLA ST	92555-4947	DELOSREYES ELISA	27372 ALISO CREEK RD 200	ALISO VIEJ	92656	344.55	34.46	68.22	447.22
31158305006	304410015	684277	DAVIS, DESHAUN (TENAT)	27428	ARLA ST	92555-4946	BARLETTA VENTURES	23052 ALICIA PKY NO HM611	MISSION V	92692	270.91	27.09	53.64	351.64
91279065007	304410016	684277	ESPINOZA, SANDRA	27440	ARLA ST	92555-4946	ESPINOZA GILBERT	27440 ARLA ST	MORENO V	92555	332.40	33.24	65.82	431.44
91279065012	304401014	684277	GARCIA, ANA	27115	ARLA ST	92555-4948	BOGARIN, FRANCISCO	#REF!	MORENO V	#REF!	31.18	3.118	6.17	40.46

90466075009	486435012	684277	LOPEZ, JULIO (OWNR)	15550	AROBLES CT	92555-3001	LOPEZ JULIO C	15550 AROBLES CT	MORENO V	92555	162.12	16.21	32.10	210.42
95370965001	486511007	684277	GAMBOA, ABEL B (RENT)	27480	AROMATIC CT	92555-4760	MARTINEZ JOSE FRANCISCO	27480 AROMATIC CT	MORENO V	92555	255.40	25.54	50.57	331.50
93047325002	260231014	684277	TOWNSEND, TERESA	10025	ARROW LEAF	92557-2800	TOWNSEND TERESA	10025 ARROW LEAF	MORENO V	92557	255.29	25.53	50.55	331.36
66888755001	260231011	684277	RICE, JAMIE	10055	ARROW LEAF	92557-2800	RICE DUANE R	10055 ARROW LEAF	MORENO V	92557	284.20	28.42	56.27	368.88
96867945000	312243008	684277	SMITH, GREG	16785	ARROYO PARK DR	92551-2105	SMITH GREGORY	16785 ARROYO PARK DR	MORENO V	92551	332.40	33.24	65.82	431.44
95880785007	312243005	684277	ELDER, LARRY (OWNR)	16815	ARROYO PARK DR	92551-2106	EDLER LARRY	16815 ARROYO PARK DR	MORENO V	92551	24.34	2.43	4.82	31.58
94349655001	312243001	684277	GONZALEZ, ALBERTO (OWNR)	16855	ARROYO PARK DR	92551-2106	GONZALEZ ALBERTO	16855 ARROYO PARK DR	MORENO V	92551	75.54	7.55	14.96	98.04
77465435003	304561010	684277	HURT, DENISHA (OWNER)	14818	ARTISAN ST	92555-6369	ISLAS SAMMY	14842 ARTISAN ST	MORENO V	92555	255.40	25.54	50.57	331.50
95910275009	304560004	684277	SHELLS, JHALYN (RENT)	14871	ARTISAN ST	92555-6370	HELME CHRISTOPHER J	9950 SOFIA CT	MORENO V	92557	255.18	25.518	50.53	331.22
86471913009	304560009	684277	PORRAS, EDGER	14911	ARTISAN ST	92555-6374	OLDHAM DAWAN	3202 MICHIGAN AVE	COSTA ME	92626	255.29	25.53	50.55	331.36
31215885002	304560011	684277	MONTEILH, RENE	14927	ARTISAN ST	92555-6374	MONTEILH RENE R	14927 ARTISAN ST	MORENO V	92555	128.03	12.80	25.35	166.18
88207265001	484172019	684277	SILAS, JEROME	14583	ARUBA PL	92553-4985	SILAS JEROME LEE	14583 ARUBA PL	MORENO V	92553	332.64	33.26	65.86	431.76
95936495008	484172022	684277	ARROYO, JOHN AND ANGELA	14619	ARUBA PL	92553-4985	ARROYO JOHN A	14619 ARUBA PL	MORENO V	92553	74.42	7.44	14.74	96.58
97097235002	484172013	684277	RUBALCABA, LODRENA	14620	ARUBA PL	92553-4985	RUBALCABA LODRENA	14620 ARUBA PL	MORENO V	92553	255.29	25.53	50.55	331.36
73669435004	484194005	684277	GARCIA, JOSE DAVID	14631	ARUBA PL	92553-4985	GARCIA MARGARITA	14631 ARUBA PL	MORENO V	92553	255.29	25.53	50.55	331.36
31452295005	484194002	684277	GUTIERREZ, RENATO	14667	ARUBA PL	92553-4984	GUTIERREZ MOISES	14677 ARUBA PL	MORENO V	92553	155.29	15.53	30.75	201.56
31539635008	484194001	684277	HILL, TERRLYNN	14679	ARUBA PL	92553-4984	HILL TERRLYNN	14679 ARUBA PL	MORENO V	92553	128.29	12.83	25.40	166.52
31146605008	291392006	684277	NORDMARK, PAUL	22651	ASHFORD CIR	92557-6802	NORDMARK PAUL	22651 ASHFORD CIR	MORENO V	92557	255.40	25.54	50.57	331.50
95406755007	291392004	684277	ALVARADO, MICHAEL (RENT)	22665	ASHFORD CIR	92557-6802	DUNER DAVID LOUIS	P O BOX 225	COVINA C	91723	155.40	15.54	30.77	201.7
31073055009	264072017	684277	WASHINGTON, MELINDA (RENT)	23550	ASHWOOD AVE	92557-4961	LOUDEN	5440 TRABUCO RD NO H200	IRVINE CA	92620	97.71	9.77	19.35	126.82
56357635005	264072018	684277	DAVIS, NYELA (RENT)	23556	ASHWOOD AVE	92557-4961	WQ INV CORP	221 N WHEELER	ORANGE C	92869	127.26	12.726	25.20	165.18
75027915002	264071023	684277	ORG, JOEL AND JENNIE	23565	ASHWOOD AVE	92557-4962	ORG JOEL A	24682 DEL PRADO NO 200	DANA POI	92629	255.29	25.53	50.55	331.36
96678325001	264072032	684277	LAWTON, RAQUEL (RENT)	23582	ASHWOOD AVE	92557-4964	SAFAIPOUR HAMID	26950 KAFTAN WAY	MORENO V	92555	255.40	25.54	50.57	331.50
61515445001	264071026	684277	ARIZAGA, JOSE R	23583	ASHWOOD AVE	92557-4963	BOUTTE MARY	23583 ASHWOOD AVE	MORENO V	92557	332.40	33.24	65.82	431.44
31268265001	264071027	684277	HUIE, BROOKE (OWNR)	23589	ASHWOOD AVE	92557-4963	HUIE BROOK A	23589 ASHWOOD AVE	MORENO V	92557	191.77	19.18	37.97	248.90
31364105002	264083002	684277	ORNELAS, PAUL (RENT)	23625	ASHWOOD AVE	92557-4966	EWV PROP	1215 ST ALBANS RD	SAN MARI	91108	122.23	12.22	24.20	158.64
74162415003	264083006	684277	JAMES, DOUGLASS	23649	ASHWOOD AVE	92557-4967	WILKINS LOUIS G	23649 ASHWOOD AVE	MORENO V	92557	175.94	17.59	34.84	228.36
31178585005	264082042	684277	BURNETT, VERONICA	23650	ASHWOOD AVE	92557-4968	BURNETT VERONICA J	23650 ASHWOOD AVE	MORENO V	92557	255.29	25.53	50.55	331.36
56977785008	264082040	684277	GARCIA, MICHEAL (OWNR)	23662	ASHWOOD AVE	92557-4968	GARCIA MICHEAL VARGAS	23662 ASHWOOD AVE	MORENO V	92557	157.85	15.79	31.25	204.88
95676645009	264083009	684277	HOGAN, SHERRY	23667	ASHWOOD AVE	92557-4967	HOGAN SHERRY	23667 ASHWOOD AVE	MORENO V	92557	197.92	19.792	39.19	256.9
96070225002	264164063	684277	SILVA, ALEX AND CLAUDIA	11826	ASLAN CT	92557-6173	SILVA ALEJANDRO	11826 ASLAN CT	MORENO V	92557	255.29	25.53	50.55	331.36
90832265002	264164060	684277	GOINS, MIKECOL	11850	ASLAN CT	92557-6173	GOINS MIKECOL	11850 ASLAN CT	MORENO V	92557	255.40	25.54	50.57	331.50
91713565000	264164067	684277	RUIZ, ADRIANA (RENT)	11851	ASLAN CT	92557-6173	PRECIADO CARLOS	11851 ASLAN CT	MORENO V	92557	23.96	2.40	4.74	31.10
90358393001	264152004	684277	GALINDO, CARI	11883	ASLAN CT	92557-6173	GALINDO FILIBERTO M	11883 ASLAN CT	MORENO V	92557	255.29	25.53	50.55	331.36
31568975005	264151008	684277	BAKER, TAMU (RENT)	11890	ASLAN CT	92557-6173	TANG HENG LIEN	11890 ASLAN CT	MORENO V	92557	165.40	16.54	32.75	214.68
60179295008	264151006	684277	BARLOW, LAKEISHA (RENT)	11906	ASLAN CT	92557-6116	REIS SEAN	29 MOUNTAIN LAUREL	TRABUCO	92679	255.40	25.54	50.57	331.50
93431813005	264151005	684277	ROBINSON, EUGENE (RENT)	11914	ASLAN CT	92557-6116	CARRANZA ALBERTO J	21023 PONTINE AVE	CARSON C	90745	299.97	30.00	59.39	389.36
96384485002	264151002	684277	HAGGARD, JOEL (RENT)	11938	ASLAN CT	92557-6116	SHIELD RICHARD LEE	1836 ASH TREE LN	COLTON C	92324	202.70	20.27	40.13	263.10
58810815003	264151001	684277	RODRIQUEZ, EDWARDO (RENT)	11946	ASLAN CT	92557-6116	SOLIZ ALBERT	8870 STONY BROOK CIR	RIVERSIDE	92508	254.87	25.49	50.46	330.82
59323945009	312313003	684277	MARTINEZ, MARICELA (OWNR)	25315	ASPEN GLEN AVE	92551-2410	MARTINEZ VICTOR	25313 ASPEN GLEN AVE	MORENO V	92551	35.87	3.59	7.10	46.54
31203125008	474660012	684277	DAVIS, MICHAEL	25707	ASPENWOOD CT	92557-6631	DAVIS MICHAEL	25707 ASPENWOOD CT	MORENO V	92557	255.29	25.53	50.55	331.36
91227195009	474660016	684277	ROSSO, OSCAR AND ROSA (RENT)	25732	ASPENWOOD CT	92557-6631	BANDA SAMUEL	5425 PREMIERE AVE	LAKEWOO	90712	79.31	7.931	15.70	102.94
31320195005	474482004	684277	MACK, DARRYL	10634	ASTER LEAF LN	92557-3023	MACK DARRYL R	10634 ASTER LEAF LN	MORENO V	92557	332.40	33.24	65.82	431.44
31067585000	304500029	684277	ODOM, DWIGHT AND VICKI	14637	ASTORIA DR	92555-5737	ODOM VICKI FIELDS	14637 ASTORIA DR	MORENO V	92555	255.40	25.54	50.57	331.50
31601195008	304500031	684277	ORTEGA, SHIRLEY (OWNR)	14671	ASTORIA DR	92555-5737	ORTEGA SHIRLEY	14671 ASTORIA DR	MORENO V	92555	128.34	12.83	25.41	166.58
90628775007	264371029	684277	HOUSTON, RENEE	11925	ATHENS DR	92557-5900	HOUSTON RENEE	11925 ATHENS DR	MORENO V	92557	64.07	6.41	12.69	83.16
31408535007	264371030	684277	CURTIS, SHIRLEY (RENT)	11985	ATHENS DR	92557-5900	RAMIREZ DANIEL	20727 VIA VERDE	COVINA C	91724	532.83	53.28	105.50	691.60
90659533003	487190007	684277	REYES, RICARDO	12658	ATHERTON DR	92555-2225	REYES RICARDO	12658 ATHERTON DR	MORENO V	92555	28.14	2.81	5.57	36.52
51940525006	487190002	684277	RODRIGUEZ, VERONICA (RENT)	12726	ATHERTON DR	92555-2227	LLAMAS FREDY	12726 ATHERTON DR	MORENO V	92555	255.40	25.54	50.57	331.50
98219255016	487450028	684277	DELMURO, JUAN	13364	ATHLETICS DR	92555-3718	DELMURO JUAN	13364 ATHLETICS DR	MORENO V	92555	183.21	18.32	36.28	237.80
64152645008	487450029	684277	VALDEZ, MARY (RENT)	13376	ATHLETICS DR	92555-3718	DAO THAI	13376 ATHLETICS DR	MORENO V	92555	331.44	33.14	65.63	430.20
96384635001	487451012	684277	MOORE, MYESHA	13397	ATHLETICS DR	92555-3719	MOORE MYESHA A	13397 ATHLETICS DR	MORENO V	92555	255.29	25.53	50.55	331.36
87988403008	482020012	684277	MORALES, MARIA (RENT)	24128	ATWOOD AVE	92553-3134	LOPEZ FELIPA	24128 ATWOOD AVE	MORENO V	92553	225.62	22.56	44.67	292.84
75347455000	482090018	684277	BERUMEN, JOSEPHINE	24157	ATWOOD AVE	92553-2828	BERUMEN DAVID	24157 ATWOOD AVE	MORENO V	92553	332.64	33.26	65.86	431.76
31113335005	482090024	684277	GUINTO, SANDRA (OWNR)	24215	ATWOOD AVE	92553-3135	LOZOYA RAMON	24215 ATWOOD AVE	MORENO V	92553	255.40	25.54	50.57	331.50
96094295007	482020061	684277	MEDINA, MARIA (OWNR) APTS	24230	ATWOOD AVE	92553-3136	MEDINA AMAURI	24230 ATWOOD AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31381435007	482020002	684277	AGUIRE, ANTONIA (RENT) APTS	24242	ATWOOD AVE	92553-3136	SALAZAR SERGIO	16074 BAINBRIDGE WAY	CHINO HIL	91709	475.50	47.55	94.15	617.18
97608835000	482030028	684277	FLORES, YENDI (RENT)	24338	ATWOOD AVE	92553-2829	KEITH FRED D	1857 MAUNALOA PL	NORCO CA	92860	856.69	85.67	169.62	1111.98
91339693007	482030022	684277	PAGANO, PHILIP	24404	ATWOOD AVE	92553-3138	ARMSTRONG DIANE L	24404 ATWOOD AVE	MORENO V	92553	183.21	18.32	36.28	237.80
31522925003	482080021	684277	AYALA, OFELIA (OWNR)	24447	ATWOOD AVE	92553-3137	AYALA ROMEO	24447 ATWOOD AVE	MORENO V	92553	121.66	12.17	24.09	157.90
96588135002	482040031	684277	TARULA, LETICIA	24540	ATWOOD AVE	92553-3740	TARULA LETICIA	24540 ATWOOD AVE	MORENO V	92553	332.64	33.26	65.86	431.76
53379665005	482070004	684277	GARCIA, TERESA	24547	ATWOOD AVE	92553-3739	PHILLIPS NANCY	24547 ATWOOD AVE	MORENO V	92553	397.26	39.726	78.66	515.64
53042765008	482070031	684277	ACASIO, LYDIA (OWNR)	24579	ATWOOD AVE	92553-3739	OCASIO LYDIA E	2856 AVALON ST	RIVERSIDE	92509	105.29	10.53	20.85	136.66
93818235005	482070006	684277	GARCIA, ANNETTE (OWNR)	24607	ATWOOD AVE	92553-9304	BAC ASSET HOLDINGS CO	5042 WILSHIRE BLVD	LOS ANGEI	90036	112.46	11.246	22.27	145.96
56696555002	482070007	684277	RUIZ, BETZAIDA	24621	ATWOOD AVE	92553-9304	GARCIA RAMON	24621 ATWOOD AVE	MORENO V	92553	76.18	7.618	15.08	98.88

96744975004	482070009	684277	RAMIREZ, APRIL (RENT)	24651	ATWOOD AVE	92553-9304	NUNEZ VIRGINIA	16466 GELDING WAY	MORENO V	92555	305.16	30.52	60.42	396.08
93012245003	482070012	684277	MARQUEZ, OBDULIA	24719	ATWOOD AVE	92553-3782	FLESNER DAVID H	30576 MIRANDELA LN	LAGUNA N	92677	510.69	51.07	101.12	662.86
31249205004	482050022	684277	VEGA, JAIME	24810	ATWOOD AVE	92553-3783	SANCHEZ JOSE	24810 ATWOOD AVE	MORENO V	92553	332.40	33.24	65.82	431.44
31385935003	482050032	684277	MO, MARCELLO (OWNR) APTS	24872	ATWOOD AVE	92553-3783	CO MARCELO	16571 SADDLEBROOK LN	MORENO V	92551	602.31	60.231	119.26	781.78
98191795014	482060012	684277	SIERRA, LEO	24935	ATWOOD AVE	92553-3743	SIERRA LEOBARDO J	24935 ATWOOD AVE	MORENO V	92553	22.35	2.24	4.48	29.00
31105855001	482060015	684277	JACKSON, ALANA AND STAN (REN	24963	ATWOOD AVE	92553-3743	VALDIVIA CONSUELO	27785 DOVER DR	MORENO V	92555	95.70	9.57	18.95	124.20
56582685007	479120008	684277	LAWRENCE, BARNEY	25111	ATWOOD AVE	92553-4222	LAWRENCE SANDRA LOREEN	25111 ATWOOD AVE	MORENO V	92553	301.17	30.12	59.63	390.90
31473775000	304491027	684277	LAXAMANA, MARYTES (RENT)	27674	AUBURN LN	92555-5725	MERCADO ALEJANDRO	27674 AUBURN LN	MORENO V	92555	140.58	14.06	27.83	182.46
89837525000	304492010	684277	JOHNSON, MARHTA	27677	AUBURN LN	92555-5727	JOHNSON MARTHA L	27677 AUBURN LN	MORENO V	92555	183.90	18.39	36.41	238.70
31053445000	304491029	684277	HALL, AARON	27698	AUBURN LN	92555-5725	HALL AARON N	27698 AUBURN LN	MORENO V	92555	239.52	23.95	47.42	310.88
59856775003	304492002	684277	ROBINSON, CHARLES	27773	AUBURN LN	92555-5727	ROBINSON CHARLES E	27773 AUBURN LN	MORENO V	92555	256.03	25.60	50.69	332.32
89529413006	304501008	684277	SAMPSON, ANTHONY (RENT)	27869	AUBURN LN	92555-5728	QUILATON MAURO B	27893 AUBURN LN	MORENO V	92555	133.21	13.321	26.38	172.9
89629293009	304500012	684277	PEARSON, CHERIE	27872	AUBURN LN	92555-5726	QUILATON MAURO B	27893 AUBURN LN	MORENO V	92555	332.40	33.24	65.82	431.44
69219895007	304501007	684277	VALENZUELA, MONICA (RENT)	27881	AUBURN LN	92555-5728	SAHAGUN BENJAMIN	27881 AUBURN LN	MORENO V	92555	128.14	12.81	25.37	166.32
31303975007	482501010	684277	GARCIA, MARIA (RENT)	14147	AUSTENE CIR	92553-3590	HERNANDEZ MANUEL	14147 AUSTENE CIR	MORENO V	92553	339.13	33.91	67.15	440.18
60654405007	482501013	684277	REEDY, KYLIE (RENT)	14185	AUSTENE CIR	92553-3590	SHAKER MANGALA C	7277 BOICE LN	RIVERSIDE	92506	253.52	25.35	50.20	329.06
31280545008	304450021	684277	JIMENEZ, RICARDO	28615	AVALON AVE	92555-7060	JIMENEZ RICARDO	28615 AVALON AVE	MORENO V	92555	195.40	19.54	38.69	253.62
95723355009	304450030	684277	PHAM, LINH (OWNR)	28636	AVALON AVE	92555-7061	PHAM LINH	28636 AVALON AVE	MORENO V	92555	289.81	28.98	57.38	376.16
65379795004	304111004	684277	GOCHEZ, PATRICE	28692	AVALON AVE	92555-7061	HARRISON AMY S	28692 AVALON AVE	MORENO V	92555	255.40	25.54	50.57	331.50
69225935006	304111005	684277	HARTS, TERRY	28698	AVALON AVE	92555-7061	HARTS TERRY A	28698 AVALON AVE	MORENO V	92555	255.40	25.54	50.57	331.50
53807125009	304111015	684277	PERALTA, GINA	28764	AVALON AVE	92555-7062	NGUYEN PETER T	28764 AVALON AVE	MORENO V	92555	332.64	33.26	65.86	431.76
55233985005	304430004	684277	ARMSTRONG, RON	28904	AVALON AVE	92555-7055	CANDY INV GROUP	1136 ARCADIA AVE NO 3	ARCADIA (	91007	128.14	12.81	25.37	166.32
96615733007	304430005	684277	CAMMON, DANA	28912	AVALON AVE	92555-7055	CAMMON DANA L	28912 AVALON AVE	MORENO V	92555	255.29	25.53	50.55	331.36
88982563006	308470047	684277	ISAIAH, ROSALIND	15300	AVENIDA ANILLO	92555-4109	ISAIAH ROSALIND C	15300 AVENIDA ANILLO	MORENO V	92555	191.55	19.155	37.93	248.62
31342295008	308463028	684277	VIGLI, MIKE	15364	AVENIDA ANILLO	92555-4108	MIRELES CARMEN	15364 AVENIDA ANILLO	MORENO V	92555	255.40	25.54	50.57	331.50
95431173007	312334027	684277	LEVI, ANTHONY AND LAKEISHA	25932	AVENIDA CLASSICA	92551-6346	NEVENS LAKEISHA	25932 AVENIDA CLASSICA	MORENO V	92551	255.29	25.53	50.55	331.36
98269875011	312334029	684277	ANDERSON, AUDREY	25944	AVENIDA CLASSICA	92551-6346	ANDERSON AUDREY R	25944 AVENIDA CLASSICA	MORENO V	92551	255.29	25.53	50.55	331.36
97015995004	312334030	684277	TERAN, DEBRA (OWNR)	25950	AVENIDA CLASSICA	92551-6346	TERAN FRANCISCO E	25950 AVENIDA CLASSICA	MORENO V	92551	255.40	25.54	50.57	331.50
31615745003	312324002	684277	BENNET, ROBERT	25962	AVENIDA CLASSICA	92551-6346	NGUYEN THAO	25962 AVENIDA CLASSICA	MORENO V	92555	255.29	25.53	50.55	331.36
94237695000	308271013	684277	ROBINSON, LISA	15715	AVENIDA DE CALMA	92555-4246	ROBINSON LISA L	15715 AVENIDA DE CALMA	MORENO V	92555	180.40	18.04	35.72	234.14
31101185001	308271016	684277	UMALI, CHARLENE (RENT)	15745	AVENIDA DE CALMA	92555-4233	MOELLER LISA	15745 AVENIDA DE CALMA	MORENO V	92555	63.63	6.363	12.60	82.58
31397185005	308281004	684277	WHITE, ANTHONY (RENT)	15805	AVENIDA DE CALMA	92555-4234	TATE ROBERT MITCHELL	15805 AVENIDA DE CALMA	MORENO V	92555	289.59	28.96	57.34	375.88
90791923002	312050041	684277	LEACH, SHANTEL (OWNR)	16146	AVENIDA DE LORING	92551-2094	LEACH SHANTEL	16146 AVENIDA DE LORING	MORENO V	92551	191.77	19.18	37.97	248.90
31589275008	312112001	684277	BELOTE, BALOUSE AND SONDRA	16263	AVENIDA DE LORING	92551-2073	HARDEMAN YOKO	16263 AVENIDA DE LORING	MORENO V	92551	255.40	25.54	50.57	331.50
92157065004	312113008	684277	ZIMMERMAN, DENESHA	16278	AVENIDA DE LORING	92551-2070	NGUYEN KIM	16278 AVENIDA DE LORING	MORENO V	92551	255.40	25.54	50.57	331.50
94820365002	312112023	684277	RAMIREZ, LAURA	16299	AVENIDA DE LORING	92551-2071	VEGA JOHANNA	16299 AVENIDA DE LORING	MORENO V	92551	255.40	25.54	50.57	331.50
92440105006	312124004	684277	FITCH, LORI	16362	AVENIDA DE LORING	92551-2075	FITCH JACK	16362 AVENIDA DE LORING	MORENO V	92551	255.29	25.53	50.55	331.36
31159035001	312123051	684277	GARCIA, ALONSO	16407	AVENIDA DE LORING	92551-2080	RODRIGUEZ CEFERINA	16407 AVENIDA DE LORING	MORENO V	92551	255.29	25.53	50.55	331.36
31557735009	312124011	684277	BROWN, TONIA	16446	AVENIDA DE LORING	92551-2078	BROWN TONIA KAY	16446 AVENIDA DE LORING	MORENO V	92551	255.29	25.53	50.55	331.36
75912195006	312281021	684277	ROMERO, HIRAN (OWNR)	25957	AVENIDA DE PLATA	92551-6322	ROMERO HIRAM	25957 AVENIDA DE PLATA	MORENO V	92551	255.40	25.54	50.57	331.50
96297565009	308452005	684277	HAMILTON, CHRISTOPHER (OWNI	15344	AVENIDA DE PORTUGA	92555-4100	HAMILTON CHRISTOPHER	15344 AVD DE PORTUGAL	MORENO V	92555	255.40	25.54	50.57	331.50
96297565014	308452002	684277	CORONA, JOAQUIN (RENT)	15368	AVENIDA DE PORTUGA	92555-4102	SHANG LAN	#REF!	#REF!	#REF!	135.60	13.56	26.85	176
31065235008	308274002	684277	RIVERA, CYNTHIA	15733	AVENIDA DEL CORAZON	92555-4238	NGUYEN TONY MINH MAU	16155 GRANDE ISLA CIR	MORENO V	92553	127.64	12.764	25.27	165.66
31388675001	308274003	684277	BEALEY, RAYNETTE (RENT)	15743	AVENIDA DEL CORAZON	92555-4238	KHUU ANTHONY	25309 RUNSEY CT	MORENO V	92551	254.52	25.45	50.39	330.36
31446265003	308274004	684277	COLEMAN, DANIELETTE	15753	AVENIDA DEL CORAZON	92555-4238	MIKHAIL DINA	15753 AVEN DEL CORAZON	MORENO V	92555	255.40	25.54	50.57	331.50
31179705008	308272030	684277	HARRIS, CATHY (OWNR)	15764	AVENIDA DEL CORAZON	92555-4237	HARRIS JAMES LEE	15764 AVEN DEL CORAZON	MORENO V	92555	325.27	32.53	64.40	422.20
91515783003	312292009	684277	HERNANDEZ, GUSTAVO AND NAN	25932	AVENIDA ESPALDAR	92551-6305	HERNANDEZ NANCY JANET E	25932 AVENIDA ESPALDAR	MORENO V	92551	154.35	15.44	30.56	200.34
94011713005	312292005	684277	BELL, LOWELL (RENT)	25964	AVENIDA ESPALDAR	92551-6305	XING ZHANGFAN	464 W DUARTE RD NO A	ARCADIA (	91007	255.18	25.518	50.53	331.22
80694735000	312292003	684277	RAMIREZ, ADRIANA (OWNR)	25980	AVENIDA ESPALDAR	92551-6305	RAMIREZ RICARDO	25980 AVENIDA ESPALDAR	MORENO V	92551	125.40	12.54	24.83	162.76
31440915000	308470010	684277	ROMERO, ROSA	15299	AVENIDA FIESTA	92555-4119	CHRISTMAN JOAN	15291 AVEN FIESTA	MORENO V	92555	255.29	25.53	50.55	331.36
31408145009	308470014	684277	WARD, DION	15323	AVENIDA FIESTA	92555-4119	BURNS PATRICIA	15323 AVENIDA FIESTA	MORENO V	92555	197.40	19.74	39.09	256.22
31458515006	308470015	684277	JONES, MARILYN (RENT)	15331	AVENIDA FIESTA	92555-4119	GUTIERREZ MARCO	15331 AVENIDA FIESTA	MORENO V	92555	117.64	11.764	23.29	152.68
91423673003	308460018	684277	MARTINEZ, HECTOR (RENT)	15400	AVENIDA FIESTA	92555-4120	GARCIA ROBERTO A	4879 MANCHESTER LN	RIVERSIDE	92509	255.40	25.54	50.57	331.50
57127345002	264072024	684277	SEWELL, DONNA	11054	AVIS CT	92557-4957	GIBSON JAMES	11054 AVIS CT	MORENO V	92557	64.82	6.48	12.83	84.12
97279075009	482600033	684277	MARTINEZ, JUAN AND PATRICIA	24036	AYLESBURY DR	92553-6218	MARTINEZ JUAN G	24036 AYLESBURY DR	MORENO V	92553	255.29	25.53	50.55	331.36
31287465009	482600034	684277	KENNEDY, REKEIA (RENT)	24046	AYLESBURY DR	92553-6218	TALWAR JINDI	6519 LAUREL ST	CORONA (	92880	255.40	25.54	50.57	331.50
87158305009	482600007	684277	ESTRADA, MARTHA	24111	AYLESBURY DR	92553-6219	ESTRADA ANA MARTHA	24111 AYLESBURY DR	MORENO V	92553	128.03	12.80	25.35	166.18
31318405005	487332010	684277	NAVARRO, ERIKA	12830	AZALEA ST	92555-3524	AMERICA PROP INV	16320 LIVINGSTONE ST	FOUNTAIN	92708	255.29	25.53	50.55	331.36
94398235007	487341001	684277	IRIGOYE, ALEX	26592	AZALEA ST	92555-3526	IRIGOYEN ALEXANDER	26592 AZALEA ST	MORENO V	92555	255.18	25.518	50.53	331.22
97116975004	487340010	684277	YOWELL, PAUL	26593	AZALEA ST	92555-3526	YOWELL PAUL	26593 AZALEA ST	MORENO V	92555	255.18	25.518	50.53	331.22
94279625007	487341002	684277	LEE, NATOSHA K AND REDWINE, C	26606	AZALEA ST	92555-3526	LEE NATOSHA K	26606 AZALEA ST	MORENO V	92553	289.81	28.98	57.38	376.16
96209795006	487340011	684277	DEGRYSE, PATRICIA	26607	AZALEA ST	92555-3526	FEDERAL NATL MORTGAGE ASSN	1800 TAPO CANYON SV2202	SIMI VALLE	93063	63.96	6.40	12.66	83.02
31584635004	264234029	684277	MC CULLEY, MICHAELA	23929	BADGER SPRINGS TRL	92557-4960	MEYERS WEBSTER	23923 BADGER SPG TR	MORENO V	92557	255.40	25.54	50.57	331.50
91422745001	264234023	684277	BOUDREAUX, MEGAN (OWNR)	23956	BADGER SPRINGS TRL	92557-4960	BOUDREAUX ZACHARY	23956 BADGER SPRINGS TR	MORENO V	92557	40.40	4.04	8.00	52.42
65359685009	475333011	684277	DOUGLAS, VINCENT	24011	BADGER SPRINGS TRL	92557-5001	DOUGLAS VINCENT	24011 BADGER SPRINGS TR	MORENO V	92557	255.29	25.53	50.55	331.36

31340495000	475333012	684277	LARA, PAUL J	24023	BADGER SPRINGS TRL	92557-5001	LARA PAUL J	24023 BADGER SPRINGS TR	MORENO V	92557	332.40	33.24	65.82	431.44
69622835005	475333015	684277	LANG, RAYMOND	24059	BADGER SPRINGS TRL	92557-5001	LANG RAYMOND F	24059 BADGER SPRINGS TR	MORENO V	92557	255.29	25.53	50.55	331.36
53087025009	475333004	684277	JACKSON, STEFANIE	24165	BADGER SPRINGS TRL	92557-5003	JACKSON STEFANIE	24165 BADGER SPRINGS TR	MORENO V	92557	183.21	18.32	36.28	237.80
72637785008	296021001	684277	UPSHAW, COREY (RENT)	13011	BAGATELLE ST	92553-5953	CAPARELLI EMILIA LOPEZ	13011 BAGATELLE ST	MORENO V	92553	342.47	34.25	67.81	444.52
31198265000	296021010	684277	KIMBLE, JUANITA	13111	BAGATELLE ST	92553-5954	WHITE WILLIAM E	P O BOX 905	WINCHEST	92596	332.40	33.24	65.82	431.44
86694273000	296031002	684277	MORANA, STEPHANIE	13133	BAGATELLE ST	92553-5954	WANG JAMES	13133 BAGATELLE ST	MORENO V	92553	95.40	9.54	18.89	123.82
31344565007	296031003	684277	AMEZCUA, JUAN BENJAMIN	13143	BAGATELLE ST	92553-5954	AMEZCUA JUAN BENJAMIN	13143 BAGATELLE ST	MORENO V	92553	332.40	33.24	65.82	431.44
96803185004	296031010	684277	ALDANA, ROCIO	13211	BAGATELLE ST	92553-5957	ALDANA MAURO	13211 BAGATELLE ST	MORENO V	92553	50.69	5.07	10.04	65.78
31615385008	482536013	684277	CLEVELAND, MARTHA J	24335	BAIRNDALE DR	92553-3374	CLEVELAND MARTHA J	24335 BAIRNDALE DR	MORENO V	92553	255.29	25.53	50.55	331.36
31437695002	482536015	684277	AGUILA, JOSE ANTONIO (OWNR)	24361	BAIRNDALE DR	92553-3374	AGUILA JOSE ANTONIO	24361 BAIRNDALE DR	MORENO V	92553	255.40	25.54	50.57	331.50
31598185008	486415015	684277	MACKEY, NICOLE (OWNR)	26100	BALANCIN WAY	92555-2917	MACKEY ERICH CHARLES	26100 BALANCIN WAY	MORENO V	92555	28.14	2.81	5.57	36.52
71471065004	291513009	684277	JURADO, EILEEN (OWNR)	13011	BALBOA LN	92553-7859	JURADO EILEEN	13011 BALBOA LN	MORENO V	92553	255.40	25.54	50.57	331.50
93828955002	291523030	684277	PEREZ, ALVARO	13195	BALBOA LN	92553-6402	CONTRERAS GABRIEL	13195 BALBOA LN	MORENO V	92553	255.40	25.54	50.57	331.50
94751915004	291523029	684277	JASSO, ESTHER (OWNR)	13207	BALBOA LN	92553-7865	LOZA JOSE	13207 BALBOA LN	MORENO V	92553	348.92	34.89	69.09	452.88
31166645008	256221027	684277	SUDDS, KEVIN	11651	BALD EAGLE LN	92557-8500	SUDDS KEVIN OWEN	11651 BALD EAGLE LN	MORENO V	92557	255.40	25.54	50.57	331.50
88014853007	256221020	684277	CERVENY, MARIA	11716	BALD EAGLE LN	92557-8572	CERVENY MARIA EUGENIA	11716 BALD EAGLE LN	MORENO V	92557	191.66	19.17	37.95	248.76
94698685005	487510003	684277	RODRIGUEZ, MIZRAIM	13665	BALSAWOOD LN	92555-3828	RODRIGUEZ MIZRAIM	13665 BALSAWOOD LN	MORENO V	92555	183.21	18.32	36.28	237.80
31598705005	316141009	684277	LOPEZ, MARIA	16780	BALTIC CT	92551-7481	LOPEZ ARMANDO	16780 BALTIC CT	MORENO V	92551	183.69	18.37	36.37	238.42
31138245001	316141008	684277	IRISH, KEVIN (OWNR)	16785	BALTIC CT	92551-7481	IRISH KEVIN P	16785 BALTIC CT	MORENO V	92551	255.40	25.54	50.57	331.50
31434245004	316141011	684277	GARCIA, MARIA (RENT)	16800	BALTIC CT	92551-7482	VIRAMONTES AURELIO	16800 BALTIC CT	MORENO V	92551	191.77	19.18	37.97	248.90
31617695009	316141013	684277	PRADO, ADRIANA (RENT)	16820	BALTIC CT	92551-7482	NGOV KIM HONG	18826 GRAYLAND AVE	ARTESIA C	90701	255.29	25.53	50.55	331.36
98230885011	316141004	684277	REZA, LISA (RENT)	16825	BALTIC CT	92551-7482	DEYO TROY	16825 BALTIC CT	MORENO V	92551	69.83	6.983	13.83	90.62
31433565008	316141014	684277	REYES, KIMBERLY	16830	BALTIC CT	92551-7482	REYES KIMBERLY	16830 BALTIC CT	MORENO V	92551	255.40	25.54	50.57	331.50
31075215001	487015007	684277	CALVANESE, EDUARDO (OWNR)	12210	BALTIMORE AVE	92557-7728	CALVANESE EDUARDO M	12210 BALTIMORE AVE	MORENO V	92557	178.06	17.806	35.26	231.12
31376845001	487015004	684277	LANDERS, SHELIA (RENT)	12252	BALTIMORE AVE	92557-7728	RIVERVIEW LTD ENTERPRISE	5036 E SYCAMORE	ORANGE C	92869	255.40	25.54	50.57	331.50
31573075004	487015001	684277	RICE, ARTAVIA (RENT)	12300	BALTIMORE AVE	92557-7730	DEUTSCHE BANK NATL TRUST CO	3311 E MANDEVILLE PL	ORANGE C	92867	299.97	30.00	59.39	389.36
31580615006	487022006	684277	ROBLES, JUAN AND ALMA (RENT)	12358	BALTIMORE AVE	92557-7730	PEREZ ESTANISLADO	1355 LOGAN AVE STE 2	COSTA ME	92626	55.40	5.54	10.97	71.90
31189765004	487022001	684277	VELEZ, ANTONIO (RENT)	12434	BALTIMORE AVE	92557-7758	SANCHEZ ERNESTO VELEZ	1313 N GRAND AVE NO 411	WALNUT C	91789	215.56	21.56	42.68	279.78
91269823009	482424012	684277	THOMPSON, SHANNEE	24654	BAMBOO CT	92553-3979	THOMPSON MICHAEL D	24654 BAMBOO CT	MORENO V	92553	255.40	25.54	50.57	331.50
31284105002	482424023	684277	GAMA, MELCHOR (RENT)	24693	BAMBOO CT	92553-3980	GAMA MELCHOR	PO BOX 7563	RIVERSIDE	92513	255.40	25.54	50.57	331.50
97398875009	482424020	684277	VAZQUEZ, RUBY	24731	BAMBOO CT	92553-5709	VAZQUEZ RUBY	24731 BAMBOO CT	MORENO V	92553	255.29	25.53	50.55	331.36
31616265001	485173037	684277	CANTELLI, KRISTIE (OWNR)	15401	BANDY CT	92551-7693	CANTELLI STEVEN	15401 BANDY CT	MORENO V	92551	255.40	25.54	50.57	331.50
94349635006	573080007	684277	ZAMORA, JOSE (RENT)	15418	BANDY CT	92551-3671	OSUNA JUAN CESAR	15418 BANDY CT	MORENO V	92551	204.18	20.42	40.43	265.02
31181545008	485173046	684277	RICHARDSON, NAOMI	15436	BANDY CT	92551-3671	DELONE RAYMOND	27927 KALMIA AVE	MORENO V	92555	332.40	33.24	65.82	431.44
93871525003	485175019	684277	PANTOJA, CLEMENTE	15466	BANDY CT	92551-3672	GONZALEZ SILVIA Y PANTOJA	15466 BANDY CT	MORENO V	92551	255.18	25.518	50.53	331.22
93749995002	479582001	684277	TAYLOR, RUSSELL	13500	BANEBERRY ST	92553-4822	TAYLOR RUSSELL	13500 BANEBERRY ST	MORENO V	92553	255.29	25.53	50.55	331.36
31254225000	479582002	684277	HERRERA, ROBERT	13512	BANEBERRY ST	92553-4822	HERRERA ROBERTO	13512 BANEBERRY ST	MORENO V	92553	205.29	20.53	40.65	266.46
31639915007	479582005	684277	CARRAMAN, SERGIO (RENT)	13548	BANEBERRY ST	92553-4822	RODRIGUEZ VICTOR	13548 BANEBERRY ST	MORENO V	92553	90.07	9.007	17.83	116.9
97129455006	487271008	684277	BOWDEN, DICHONDRA	26011	BANTA PL	92555-2304	BOWDEN DICHONDRA	26011 BANTA PL	MORENO V	92555	155.40	15.54	30.77	201.70
58555355000	487271003	684277	RUIZ, LIDIA	26061	BANTA PL	92555-2304	RUIZ LIDIA	26061 BANTA PL	MORENO V	92555	64.66	6.47	12.80	83.92
98194895017	487521002	684277	REYES, SANDRA	26294	BARBADOS LN	92555-2558	REYES SANTANA T	26294 BARBADOS LN	MORENO V	92555	191.77	19.18	37.97	248.90
92287433002	487520033	684277	GALVAN, JUANA	26299	BARBADOS LN	92555-2559	VALDEZ MARTIN	26299 BARBADOS LN	MORENO V	92555	255.29	25.53	50.55	331.36
31287195006	487521003	684277	JONES, GREGORY AND TANJA	26308	BARBADOS LN	92555-2560	JONES GREGORY	26308 BARBADOS LN	MORENO V	92555	255.29	25.53	50.55	331.36
99398133003	487521004	684277	LARA, MARTHA	26322	BARBADOS LN	92555-2560	LARA ESTEBAN	26322 BARBADOS LN	MORENO V	92555	63.96	6.40	12.66	83.02
93142825006	487520029	684277	ENNIS, FRANKLIN (RENT)	26355	BARBADOS LN	92555-2561	LI DAVID	1701 S 7TH ST	ALHAMBR/	91803	178.29	17.83	35.30	231.42
82606625005	263180062	684277	DE LA TORRE, JOSE M (OWNR)	13377	BARBARA ST	92553-8122	DELATORRE JOSE M	13377 BARBARA ST	MORENO V	92553	136.74	13.67	27.07	177.48
70183385009	263180067	684277	ARANDA, DAVID REYES	13431	BARBARA ST	92553-8112	ARANDA DAVID REYES	13431 BARBARA ST	MORENO V	92553	183.21	18.32	36.28	237.80
94768495006	263180076	684277	RAMIREZ, SANTIAGO	13454	BARBARA ST	92553-8111	RAMIREZ MARIA ELENA	13454 BARBARA ST	MORENO V	92553	255.29	25.53	50.55	331.36
94552675006	263180069	684277	TAST, JENNIFER (RENT)	13455	BARBARA ST	92553-8112	OSTEEN JAMES L	11701 PERRIS BLV	MORENO V	92557	63.63	6.363	12.60	82.58
31360425003	263180048	684277	VENEGAS, DAVID	13464	BARBARA ST	92553-8111	KEYSTONE INV	765 N MAIN ST	CORONA C	92880	64.77	6.48	12.82	84.06
92449365002	263180047	684277	ALONZO, DENISE (RENT)	13476	BARBARA ST	92553-8111	GUTIERREZ CECILIO	2010 CONTINENTAL AVE	COSTA ME	92627	236.69	23.67	46.86	307.22
93973695001	487215011	684277	ROMERO, SALLY (RENT)	12602	BARBAZON DR	92555-2248	REYES JULIO	12602 BARBAZON DR	MORENO V	92555	163.72	16.372	32.42	212.5
71481035000	487215002	684277	O'NEAL, BREECIE	12728	BARBAZON DR	92555-2254	ONEAL BREECIE	12728 BARBAZON DR	MORENO V	92555	39.58	3.96	7.84	51.36
62592975007	487294035	684277	LINARES, SANDRA AND JOSEPH	12790	BARBAZON DR	92555-2335	LINARES JOSEPH E	12790 BARBAZON DR	MORENO V	92555	255.29	25.53	50.55	331.36
31298775001	487294034	684277	AGUIRRE, JOSE (RENT)	12800	BARBAZON DR	92555-2336	LUPIAN TORRES MARIA A	217 CIRCLE DR	LAS VEGAS	89101	246.37	24.64	48.78	319.78
91194553005	487292017	684277	VELARDE, VERONICA (OWNR)	12819	BARBAZON DR	92555-2337	ESTRADA ROSA	12819 BARBAZON DR	MORENO V	92555	255.40	25.54	50.57	331.50
83004315007	487294029	684277	MAHE, SONI (OWNR)	12850	BARBAZON DR	92555-2338	MAHE SIONE AHOAKATAU	12850 BARBAZON DR	MORENO V	92555	255.29	25.53	50.55	331.36
92298623009	487292021	684277	WILLIAMS, THEADORE (OWNR)	12859	BARBAZON DR	92555-2339	WILLIAMS THEODORE T	12859 BARBAZON DR	MORENO V	92555	128.14	12.81	25.37	166.32
68539615008	487294027	684277	JONES, DEWIGHT (RENT)	12870	BARBAZON DR	92555-2338	VENEGAS LUCIA	12870 BARBAZON DR	MORENO V	92555	174.17	17.42	34.49	226.06
66373425004	487292026	684277	ROMAN, ERASMO (RENT)	12909	BARBAZON DR	92555-2342	ROMAN AXEL Y	12909 BARBAZON DR	MORENO V	92555	255.40	25.54	50.57	331.50
31294275005	487294004	684277	GOMEZ, JUAN AND MARIA ELENA	12940	BARBAZON DR	92555-2341	GOMEZ JUAN P	12940 BARBAZON DR	MORENO V	92555	332.64	33.26	65.86	431.76
31511385009	264204008	684277	ARRESOLA, RAFAELA	11563	BARBET CT	92557-5419	VALENZUELA MIGUEL	11563 BARBET CT	MORENO V	92557	427.58	42.76	84.66	554.98
92077603001	264204007	684277	MANRIQUE, MALORIE (RENT)	11575	BARBET CT	92557-5419	MKHAIEL DEREK TANIOS	7682 COATBRIDGE DR	RIVERSIDE	92508	225.86	22.586	44.72	293.16
31430155000	304422025	684277	TENZA, CORAZON	29051	BARCELONA CT	92555	TENZA CORAZON & TENZA FAMILY TRU	29051 BARCELONA CT	MORENO V	92555	255.40	25.54	50.57	331.50
97700875006	264404015	684277	TILLET, JERMAINE (RENT)	11880	BARCLAY DR	92557-5914	ROSE MATTHEW B	11880 BARCLAY DR	MORENO V	92557	255.40	25.54	50.57	331.50

31527775003	264404014	684277	WOODS, WANDA	11890	BARCLAY DR	92557-5914	WQ INV CORP	15568 BROOKHURST NO 364	WESTMINS	92683	255.40	25.54	50.57	331.50
31289425004	264404011	684277	VAUGHN, ARLENE	11920	BARCLAY DR	92557-5915	VAUGHN JONATHAN G	11920 BARCLAY DR	MORENO V	92557	255.40	25.54	50.57	331.50
31377035009	264390002	684277	ALDANA, ISRAEL (RENT)	11935	BARCLAY DR	92557-5915	LOPEZ TRINIDAD	28688 LEXINGTON WAY	MORENO V	92555	39.45	3.95	7.81	51.20
31487755004	291493050	684277	RODGERS, JANEL	12031	BARCLAY DR	92557-6830	RODGERS JAMES	12031 BARCLAY DR	MORENO V	92557	183.24	18.32	36.28	237.84
71652545009	291493057	684277	ARITE SOPHIA	12043	BARCLAY DR	92557-6830	DONG WEI	354 VIA COLINAS	WESTLAKE	91362	185.55	18.56	36.74	240.84
31507015005	474462012	684277	WOODS, GEORGE	24102	BARLEY RD	92557-4012	WOODS SHEILA A	24102 BARLEY RD	MORENO V	92557	332.64	33.26	65.86	431.76
97082505007	474462023	684277	KIVILA, ROSE	24107	BARLEY RD	92557-4013	KIVILA ROSE	24107 BARLEY RD	MORENO V	92557	155.40	15.54	30.77	201.70
65475195006	474431024	684277	MADRID, JAIME	24204	BARLEY RD	92557-4015	MADRID JAIME	24204 BARLEY RD	MORENO V	92557	180.19	18.02	35.68	233.88
31053905003	474441005	684277	RYAN, CRAIG (RENT)	24207	BARLEY RD	92557-4051	RYAN MARLYN	24207 BARLEY RD	MORENO V	92557	255.29	25.53	50.55	331.36
31272765008	474441001	684277	MILES, TOM AND LIZETTE	24263	BARLEY RD	92557-4016	MILES THOMAS L	24263 BARLEY RD	MORENO V	92557	128.03	12.80	25.35	166.18
98367733003	474431030	684277	MOSLEY, APRIL	24322	BARLEY RD	92557-4050	MOSLEY APRIL C	24322 BARLEY RD	MORENO V	92557	313.28	31.33	62.03	406.62
98168955018	481301007	684277	LAX, ROBERT	12091	BARNES CT	92557-7837	LAX ROBERT W	12091 BARNES CT	MORENO V	92557	255.29	25.53	50.55	331.36
94243305000	481301011	684277	WATSON, NICOLE	12126	BARNES CT	92557-7835	WQ INV CORP	221 N WHEELER	ORANGE (	92869	185.29	18.53	36.69	240.50
31123755005	308463018	684277	FLORES, LUIS	15375	BARONA CT	92555-4121	FLORES LUIS ALEJANDRO	15375 BARONA CT	MORENO V	92555	145.29	14.53	28.77	188.58
31599265009	308463021	684277	WHITMORE, KENNETH (OWNR)	15399	BARONA CT	92555-4121	WHITMORE KENNETH	15399 BARONA CT	MORENO V	92555	509.52	50.95	100.88	661.34
31307855003	308463022	684277	GILBERT, SHANICE (RENT)	15407	BARONA CT	92555-4121	JUAREZ ISMAEL	15407 BARONA CT	MORENO V	92555	98.63	9.863	19.53	128.02
94697455005	479543016	684277	ERICSON, ALEXANDRIA	25889	BARTRAM CT	92553-1200	ERICKSON ALEXANDRIA	25889 BARTRAM CT	MORENO V	92553	332.40	33.24	65.82	431.44
50901505003	479543011	684277	SCHWENKEICE, HELEN (RENT)	25900	BARTRAM CT	92553-4720	SZE RAYMOND YUNG	3175 ORLANDO RD	PASADENA	91107	207.64	20.76	41.11	269.50
84430135001	484311033	684277	BRUSH, PATRICIA	25777	BASIL CT	92553-5060	BRUSH PATRICIA A	25777 BASIL CT	MORENO V	92553	255.29	25.53	50.55	331.36
95906955004	484311040	684277	ESCOTO, TOI-YA	25794	BASIL CT	92553-5059	ESCOTO TOI YA	25794 BASIL CT	MORENO V	92553	255.29	25.53	50.55	331.36
80714825007	484311028	684277	BAKER, CIERA (RENT)	25825	BASIL CT	92553-5025	BARAHONA ALEXIS IVERZANDER	25825 BASIL CT	MORENO V	92553	314.66	31.47	62.30	408.42
88166955004	482363006	684277	FOWLER, NATASHA (RENT)	24913	BASSWOOD ST	92553-3806	PINEDA MARCO A	24913 BASSWOOD ST	MORENO V	92553	255.40	25.54	50.57	331.50
86790425005	482363008	684277	CHANG, ANN	24941	BASSWOOD ST	92553-3806	CHANG MICHAEL K	2020 E LOCUST CT	ONTARIO	91761	238.80	23.88	47.28	309.96
31376655000	485061012	684277	GARCIA, ROSARIO (RENT)	15054	BATTON ST	92551-4002	BARRAZA ADRIAN	15054 BATTON ST	MORENO V	92551	302.31	30.23	59.86	392.38
31479145000	485072002	684277	MORENO, CHARLIE AND NORMA	15142	BATTON ST	92551-4027	MORENO CHARLIE	15142 BATTON ST	MORENO V	92551	255.29	25.53	50.55	331.36
93409605005	485072009	684277	CEPEDA, YVONNE	15226	BATTON ST	92551-4004	CEPEDA YVONNE P	375 S MAIN ST NO 216	POMONA	91766	47.74	4.774	9.45	61.96
31511265004	478360018	684277	GALLEGOS, GERARDO	13553	BAXTER CT	92555-6027	GALLEGOS GERARDO S	13553 BAXTER CT	MORENO V	92555	255.29	25.53	50.55	331.36
97324825006	478360024	684277	JASTELUM, RUBEN	13568	BAXTER CT	92555-6027	GASTELUM RUBEN	13568 BAXTER CT	MORENO V	92555	218.47	21.847	43.26	283.56
94698535007	263210023	684277	ORDZCO, DEBORA AND JOHNNY	21784	BAY AVE	92553-8104	OROZCO CONSUELO J	21784 BAY AVE	MORENO V	92553	255.29	25.53	50.55	331.36
91155533001	263220019	684277	ALONSO, CARLOS	21827	BAY AVE	92553-8106	ALONZO ROSIE	21827 BAY AVE	MORENO V	92553	332.40	33.24	65.82	431.44
53564655004	263230003	684277	BANSAL, JAGAN (APTS)	21895	BAY AVE	92553-8106	BANSAL JAGAN N	800 CHAMPION CIR	WALNUT (	91789	1,023.91	102.39	202.73	1329.02
85329565003	263210046	684277	MARTINEZ, CONRADO	21948	BAY AVE	92553-8128	MARTINEZ CONRADO	21948 BAY AVE	MORENO V	92553	248.75	24.875	49.25	322.86
60723245004	291150013	684277	GOHLKE, ROBERT	22020	BAY AVE	92553-8220	GOHLKE ROBERT O	22020 BAY AVE	MORENO V	92553	669.95	66.995	132.65	869.58
74508595009	291171003	684277	SUNG, T DOAN	22045	BAY AVE	92553-8221	DOAN QUANG T	13671 YOCKEY ST	GARDEN G	92844	255.18	25.518	50.53	331.22
92809295002	291172001	684277	PESQUEDA, MARIBEL	22063	BAY AVE	92553-8212	PESQUEDA MARIBEL	22063 BAY AVE	MORENO V	92553	255.29	25.53	50.55	331.36
71909145007	291172013	684277	HERRERA, LILIANA	22133	BAY AVE	92553-8222	AGUILAR ALEJANDRO TAPIA	22143 BAY AVE	MORENO V	92553	255.29	25.53	50.55	331.36
98042793009	291181004	684277	PHILLIPS, ROBYN	22307	BAY AVE	92553-8308	PHILLIPS ROBYN D	22307 BAY AVE	MORENO V	92553	255.29	25.53	50.55	331.36
74424485002	291163013	684277	VARRIGA, CARMEN	22376	BAY AVE	92553-8351	BARRIGA CARMEN GUZTAVO	22376 BAY AVE	MORENO V	92553	255.29	25.53	50.55	331.36
93871365006	291163020	684277	TARKINGTON, MARIA	22462	BAY AVE	92553-8309	WILLIAMS RICHARDS VICTORIA J	22462 BAY AVE	MORENO V	92553	255.40	25.54	50.57	331.50
99372313000	291181018	684277	ALVAREZ, LILIANA	22487	BAY AVE	92553-8308	ALVAREZ CRUZ	22487 BAY AVE	MORENO V	92553	255.18	25.518	50.53	331.22
94481233001	291163022	684277	MORALES, LETICIA (OWNR)	22488	BAY AVE	92553-8309	MORALES LETICIA ISABEL	22488 BAY AVE	MORENO V	92553	106.80	10.68	21.15	138.62
96430215000	291300021	684277	RODRIGUEZ, SALVADOR (OWNR)	22610	BAY AVE	92553-8405	RODRIGUEZ SALVADOR	22610 BAY AVE	MORENO V	92553	255.40	25.54	50.57	331.50
75039585006	291281017	684277	OROZCO, MARIA	22760	BAY AVE	92553-8603	FEDERAL NATL MORTGAGE ASSN	14523 SW MILLIKAN NO 200	BEAVERTO	97005	191.77	19.18	37.97	248.90
98006115002	296163006	684277	HERNANDEZ, VANESSA	23133	BAY AVE	92553-9621	PONCE ESTANISLAO	23133 BAY AVE	MORENO V	92553	332.40	33.24	65.82	431.44
92759455005	296181004	684277	CERVANTES, MARINA	23220	BAY AVE	92553-3476	CERVANTES MIGUEL	23220 BAY AVE	MORENO V	92553	255.29	25.53	50.55	331.36
65151075008	296184006	684277	HARRIS, PAMELA (RENT)	23255	BAY AVE	92553-3477	SBR MANAGEMENT	16196 JACOBS CIR	RIVERSIDE	92504	191.77	19.18	37.97	248.90
31179025001	296184007	684277	OSUNA, CYNTHIA E (RENT)	23261	BAY AVE	92553-3477	IVORY FLORA	23261 BAY AVE	MORENO V	92553	125.28	12.528	24.81	162.6
92959583004	296185044	684277	GLEASON, ANTOINETTE (RENT)	23298	BAY AVE	92553-9676	BARRICELLA ANTONIO	1060 BROOKDALE AVE	LA HABRA	90631	187.24	18.72	37.07	243.02
31313955000	296212002	684277	PARKER, TENISHA (RENT)	23309	BAY AVE	92553-9677	DOAN QUANG THANH	13671 YOCKEY ST	GARDEN G	92844	434.52	43.45	86.03	564.00
52728705006	296185041	684277	SCOTT, CAROLYN	23324	BAY AVE	92553-3478	STANTON BERTHA E	3212 RUTH ELAINE DR	LOS ALAMI	90720	48.55	4.86	9.61	63.00
98465293007	296185036	684277	NUNEZ, GILLIBERTO (OWNR)	23380	BAY AVE	92553-3479	ALMAZAN RAQUEL	23380 BAY AVE	MORENO V	92553	255.40	25.54	50.57	331.50
92009343009	296185033	684277	TERRELL, ANITA	23430	BAY AVE	92553-3480	TERRELL ANITA	23430 BAY AVE	MORENO V	92553	255.29	25.53	50.55	331.36
96287675007	296185032	684277	URIBE, ALMA (OWNR)	23456	BAY AVE	92553-3480	URIBE ALMA	23456 BAY AVE	MORENO V	92553	183.35	18.34	36.30	237.98
96543915003	296241002	684277	DREW, CHIRE	23530	BAY AVE	92553-3402	DREW CHIRE D	23530 BAY AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31148715001	296273008	684277	EDWARDS, PAMELA	23631	BAY AVE	92553-3403	DIZAYEE NORDEAN	23631 BAY AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31279175007	296243035	684277	LOAISIGA, AURELINA (RENT)	23686	BAY AVE	92553-3404	BENITEZ PEDRO G BERCIAN	23686 BAY AVE	MORENO V	92553	255.40	25.54	50.57	331.50
87335885001	296243034	684277	GATES , EDDY (RENT)	23694	BAY AVE	92553-3404	FLORES SYLVIA A	23694 BAY AVE	MORENO V	92553	260.78	26.08	51.63	338.48
91704885002	296273012	684277	MONROI, SHARON	23697	BAY AVE	92553-3403	MOORE MACK W	23697 BAY AVE	MORENO V	92553	255.40	25.54	50.57	331.50
90331245000	296291003	684277	PEARSON, CATHY	23781	BAY AVE	92553-3400	PEARSON CATHY LEE	23781 BAY AVE	MORENO V	92553	255.29	25.53	50.55	331.36
86526065008	482292002	684277	HURTADO, THERESA (RENT)	24250	BAY AVE	92553-3304	DENAROLA ROBERT	720 GOLDENROD AVE NO B	CORONA D	92625	137.22	13.722	27.17	178.1
94976115005	482531002	684277	SPARROW, INEZ	24269	BAY AVE	92553-3301	SPARROW INEZ	24269 BAY AVE	MORENO V	92553	271.57	27.157	53.77	352.48
88911523004	482322013	684277	NOFRI, DAVID	24418	BAY AVE	92553-3314	NOFRI CATHERINE	489 DENSLOW AVE	LOS ANGEL	90049	255.40	25.54	50.57	331.50
31217445001	482652005	684277	SANCHEZ, VICTOR (OWNR)	24612	BAY AVE	92553-3809	SANCHEZ VICTOR	24612 BAY AVE	MORENO V	92553	255.40	25.54	50.57	331.50
94199585005	482632014	684277	VARGAS, KARLA	24727	BAY AVE	92553-3853	VISUETT EFRAIN	24727 BAY AVE	MORENO V	92553	31.04	3.10	6.15	40.28
94747705006	482363015	684277	BUTTS, ANGELA (RENT)	24890	BAY AVE	92553-3854	FEDERAL HOME LOAN MORTGAGE COR	24890 BAY AVE	MORENO V	92553	292.92	29.292	58.00	380.2

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90633623009	479333023	684277	PREACELY, JUANITA (RENT)	25340	BAY AVE	92553-4352	HSBC MORTGAGE SERVICES INC	931 CORPORATE CENTER DR	POMONA	91768	371.35	37.14	73.53	482
31525245009	479473006	684277	WASHINGTON, TIMOTHY (RENT)	25358	BAY AVE	92553-4323	GORDON JOYCELYN M	11748 VALLE LINDO	MORENO V	92555	425.54	42.55	84.26	552.34
31404015005	479461034	684277	HOLLINS, BRIDGET	25403	BAY AVE	92553-4387	HOLLINS DONALD E	25403 BAY AVE	MORENO V	92553	155.29	15.53	30.75	201.56
31580535003	479473012	684277	LABATO, ANTONIO (RENT)	25426	BAY AVE	92553-4386	CAMPOS MIGUEL ACEVEDO	1836 RIVERA ST	RIVERSIDE	92501	87.21	8.721	17.27	113.18
96121635007	479473014	684277	AGUILERA, HECTOR (OWNR)	25450	BAY AVE	92553-4386	AGUILERA HECTOR ALONZO	25450 BAY AVE	MORENO V	92553	55.40	5.54	10.97	71.90
93034225001	479461028	684277	GRAY, LINDA (OWNR)	25477	BAY AVE	92553-4387	GRAY ROBERT W	41800 WASHINGTON ST	BERMUDA	92203	191.55	19.155	37.93	248.62
85206315006	479651002	684277	MESA, ELENA (OWNR)	25551	BAY AVE	92553-4800	MEZA SILVANO B	25551 BAY AVE	MORENO V	92553	41.77	4.18	8.27	54.20
98217865012	479651026	684277	HARRIS, TREENA	25621	BAY AVE	92553-4866	HARRIS DUANE C	25621 BAY AVE	MORENO V	92553	255.29	25.53	50.55	331.36
90367075009	479651028	684277	DIXON, KRISTOPHER	25641	BAY AVE	92553-4866	DIXON KRISTOPHER	25641 BAY AVE	MORENO V	92553	81.90	8.19	16.22	106.30
31148685007	479582045	684277	THOMAS, ALICE (RENT)	25710	BAY AVE	92553-4877	BROWN CAROLYN D	25710 BAY AVE	MORENO V	92553	202.30	20.23	40.06	262.58
95547155004	479444015	684277	THOMPSON, CARRIE	25846	BAY AVE	92553-4836	THOMPSON KEVIN L	25846 BAY AVE	MORENO V	92553	332.40	33.24	65.82	431.44
91718455002	479622025	684277	MACEDA, NENITA	25851	BAY AVE	92553-4860	MACEDA JACINTO	25851 BAY AVE	MORENO V	92553	255.29	25.53	50.55	331.36
64947965003	479622023	684277	ZIMMERMAN, KATHY	25875	BAY AVE	92553-4860	DALLIN	5440 TRABUCO RD NO H200	IRVINE CA	92620	255.29	25.53	50.55	331.36
55827685007	479444017	684277	FREGOSO, JUSINO (RENT)	25876	BAY AVE	92553-4836	ALVAREZ MANUEL	1066 W PINEDALE AVE	RIALTO CA	92376	105.13	10.513	20.82	136.44
31253205006	479621022	684277	FUENTES, MERCEDES	25911	BAY AVE	92553-4837	FUENTES MERCEDES H	2591 BAY AVE	MORENO V	92553	191.33	19.13	37.88	248.34
74672165003	479621023	684277	HALE, ROSLYN	25923	BAY AVE	92553-4837	SUN SAU SAN	P O BOX 935	WHITTIER	90608	255.18	25.518	50.53	331.22
96526195009	479444021	684277	HALL, DONALD	25932	BAY AVE	92553-4878	HALL DONALD B	15324 AVENIDA ANILLO	MORENO V	92555	128.92	12.892	25.53	167.32
74672125002	479621027	684277	OCHOA, MIGUEL (RENT)	25971	BAY AVE	92553-4837	OCHOA MIRELLA	25971 BAY AVE	MORENO V	92553	52.77	5.28	10.45	68.48
88721733003	487494030	684277	GONZALEZ, ROSEMARY(OWNR)	26004	BAY AVE	92555-2512	GONZALEZ ROSA MARIA	26004 BAY AVE	MORENO V	92555	332.40	33.24	65.82	431.44
83261055007	487494027	684277	HARRIS, CAROLYN (OWNR)	26046	BAY AVE	92555-2512	HARRIS CAROLYN ANN	26046 BAY AVE	MORENO V	92555	205.40	20.54	40.67	266.60
77553635004	487494022	684277	WEBB, RICHARD	26116	BAY AVE	92555-2511	WEBB RICHARD C	26116 BAY AVE	MORENO V	92555	31.66	3.17	6.27	41.08
86688005009	487500005	684277	KESHA, WADUUD (RENT)	26446	BAY AVE	92555-2540	MARTINEZ ARNOLD	16470 PONDEROSA LN	RIVERSIDE	92504	45.28	4.528	8.97	58.76
95834725007	487511004	684277	COOK, MATTIE AND WILLIE	26614	BAY AVE	92555-3804	COOK MATTIE PEGGY	26614 BAY AVE	MORENO V	92555	81.63	8.16	16.16	105.94
87872265003	478261004	684277	STEELE, MARLENE	28184	BAY AVE	92555-6121	STEELE LELAND JAMES	28184 BAY AVE	MORENO V	92555	255.29	25.53	50.55	331.36
66579085007	478261001	684277	CLARK, JOHNNY (OWNR)	28244	BAY AVE	92555-6104	MILLER ALVA VYON	28244 BAY AVE	MORENO V	92555	40.99	4.10	8.12	53.20
95126465002	478342020	684277	HUNTER, JO ALICE	28281	BAY AVE	92555-6122	HUNTER JO ALICE R	28281 BAY AVE	MORENO V	92555	255.29	25.53	50.55	331.36
31574925004	478351021	684277	STREET, PATRICIA	28304	BAY AVE	92555-6132	AYALA PATRICIA A	28304 BAY AVE	MORENO V	92555	332.40	33.24	65.82	431.44
31478835007	478210057	684277	FINLEY, SAM	28820	BAY AVE	92555-8202	FINLEY SAM	28820 BAY AVE	MORENO V	92555	936.59	93.66	185.44	1215.68
93772585000	478230058	684277	GALVEZ, RENE (RENT)	28840	BAY AVE	92555-8202	WHITLEY DANIEL M	800 BROOKSEDGE BLV	WESTERVI	43081	255.40	25.54	50.57	331.50
96592865000	478201043	684277	VIGLIO, VIRGINIA	28925	BAY AVE	92555-8204	NOVE VIRGINIA LEE	28925 BAY AVE	MORENO V	92555	332.40	33.24	65.82	431.44
31629505004	478191030	684277	ACEVES, NORMA	29045	BAY AVE	92555-8302	ROJAS MEDARDO	29045 BAY AVE	MORENO V	92555	416.35	41.64	82.44	540.42
90130523007	478191037	684277	BERNHARD, TODD (RENT)	29219	BAY AVE	92555-8302	BERNHARD ROBERT LYNN	29219 BAY AVE	MORENO V	92555	332.64	33.26	65.86	431.76
31620415002	478191035	684277	GROSS, JOE	29249	BAY AVE	92555-8302	GROSS JOSEPH	29249 BAY AVE	MORENO V	92555	255.29	25.53	50.55	331.36
93947675009	304381002	684277	POWELL, KYLE	15015	BAY HILL DR	92555-6335	ABDULLAH HASAN	15015 BAY HILL DR	MORENO V	92555	277.40	27.74	54.93	360.06
64994265002	304381005	684277	GIBBS, MICHELLE (RENT)	15033	BAY HILL DR	92555-6335	TONG MINH Q	15033 BAY HILL DR	MORENO V	92555	300.37	30.04	59.47	389.88
98038265018	304383008	684277	YOUNG, HELENA (RENT)	15036	BAY HILL DR	92555-6325	LE LISA TUYET	13362 WILSON ST	GARDEN G	92844	269.06	26.91	53.27	349.22
94684645004	478410016	684277	YOUNG, GLORIA	28634	BAY MEADOWS AVE	92555-8427	YOUNG RANDY B	28634 BAY MEADOWS AVE	MORENO V	92555	255.29	25.53	50.55	331.36
93555465004	481342015	684277	DUPREE, MYESHIA (RENT)	24664	BAYBERRY CIR	92557-7844	FRENCH WILLIAM E	21540 CALLE PRIMA	MORENO V	92557	246.92	24.69	48.89	320.50
31503035000	482395007	684277	RAMIREZ, JENNIFER	24935	BAYLEAF ST	92553-3814	RAMIREZ JUAN S	24935 BAYLEAF ST	MORENO V	92553	332.40	33.24	65.82	431.44
31551795009	264133008	684277	JONES, HEIDI (RENT)	11812	BAYLESS ST	92557-6219	SMITH WALTER E	11812 BAYLESS ST	MORENO V	92557	127.71	12.771	25.29	165.76
91591553002	264133007	684277	BROWN, JOSEPH	11820	BAYLESS ST	92557-6219	BROWN JOSEPH	11820 BAYLESS ST	MORENO V	92557	255.29	25.53	50.55	331.36
65705705009	264141017	684277	ZAMORA NAVA, ROBERTO (RENT)	11876	BAYLESS ST	92557-6219	RAMIREZ JOSE	16021 PALOMINO LN	MORENO V	92551	128.14	12.81	25.37	166.32
93975033005	264141014	684277	MATHEWS, LUANA	11900	BAYLESS ST	92557-6233	MATHEWS LUANA PEARL	11900 BAYLESS ST	MORENO V	92557	255.29	25.53	50.55	331.36
31082385001	264142019	684277	HARTS, KIMBERLY	11905	BAYLESS ST	92557-6234	HARTS WILLIAM S	5707 KENWOOD PL	RIVERSIDE	92509	255.29	25.53	50.55	331.36
63067765003	264142020	684277	WRIGHT, LISA	11913	BAYLESS ST	92557-6234	WRIGHT LISA	11913 BAYLESS ST	MORENO V	92557	315.12	31.51	62.39	409.02
31266885005	264142025	684277	LOPEZ, ELIZABETH (RENT)	11947	BAYLESS ST	92557-6234	RHODES KEITH D	26340 KALMIA AVE	MORENO V	92555	255.40	25.54	50.57	331.50
89146023003	264141002	684277	DARNELL, HOUSTON AND SANDRA	11986	BAYLESS ST	92557-6233	DARNELL HOUSTON B	11986 BAYLESS ST	MORENO V	92557	255.29	25.53	50.55	331.36
90080045005	292201008	684277	VASQUEZ, MARIA (OWNR)	12029	BAYLESS ST	92557-8160	GUZMAN VICTOR	12029 BAYLESS ST	MORENO V	92557	225.98	22.60	44.74	293.32
31451585006	292205005	684277	ESPARZA, JUAN	12062	BAYLESS ST	92557-8154	ESPARZA JUAN	12062 BAYLESS ST	MORENO V	92557	255.40	25.54	50.57	331.50
95642385005	292205001	684277	CHAVEZ, JUAN	12124	BAYLESS ST	92557-8161	MARTINEZ VERONICA	12124 BAYLESS ST	MORENO V	92557	255.29	25.53	50.55	331.36
31657045002	291325001	684277	CABICO, GEORGE	22783	BAYWOOD DR	92553-7807	CABICO MIRIAM E	22783 BAYWOOD DR	MORENO V	92553	332.40	33.24	65.82	431.44
94964695009	291323001	684277	GARCIA, DAVID	22878	BAYWOOD DR	92553-7808	GARCIA DAVID	22878 BAYWOOD DR	MORENO V	92553	486.62	48.66	96.35	631.62
31129105009	291321009	684277	BARAJAS, MARIA	22927	BAYWOOD DR	92553-6408	BARAJAS DIEGO	22927 BAYWOOD DR	MORENO V	92553	332.40	33.24	65.82	431.44
95934415000	260471005	684277	CORT, SHERRI	10156	BEACHCOMBER ST	92557-2869	CORT SHERRI A	10156 BEACHCOMBER ST	MORENO V	92557	255.29	25.53	50.55	331.36
95968553008	260471006	684277	CLOYD, TOM (RENT)	10166	BEACHCOMBER ST	92557-2869	GOUPIL SHARON R	14100 ANDY PL	RIVERSIDE	92508	302.47	30.25	59.89	392.6
31434825002	260471011	684277	BENNETT, MICHAEL(RENT)	10216	BEACHCOMBER ST	92557-2871	HENNESSY VICTORIA LEE	17759 TOIYABE ST	FOUNTAIN	92708	28.14	2.81	5.57	36.52
83345345008	260471015	684277	ESPINOZA, SANDRA	10256	BEACHCOMBER ST	92557-2871	SALGADO ALFRED	10256 BEACHCOMBER ST	MORENO V	92557	332.40	33.24	65.82	431.44
31457855006	485062014	684277	ASHLINE, DALE	24511	BEAL AVE	92551-4008	ASHLINE DALE E	24511 BEAL AVE	MORENO V	92551	603.70	60.37	119.53	783.60
97846715001	485061002	684277	RELEFORD, CRYSTAL	24524	BEAL AVE	92551-4009	RELEFORD CLINTON	24524 BEAL AVE	MORENO V	92551	255.18	25.518	50.53	331.22
31154815008	485062009	684277	OOTEN, NATHAN (RENT)	24571	BEAL AVE	92551-4008	OOTEN JOHN E	10638 SUMMER BREEZE DR	MORENO V	92557	288.09	28.81	57.04	373.94
97033375007	485061006	684277	VILLEDA, HUMBERTO (RENT)	24572	BEAL AVE	92551-4009	REYES DOMINGUEZ CRUZ RAUL	24572 BEAL AVE	MORENO V	92551	255.40	25.54	50.57	331.50
64241765003	486222027	684277	RONEY, BRADLEY (OWNR)	25322	BEANTREE CT	92551-4673	RONEY BRADLEY	25322 BEANTREE CT	MORENO V	92551	255.19	25.52	50.53	331.22
61335125001	486222024	684277	RIVERA, IRENE (RENT)	25358	BEANTREE CT	92551-4673	DURAN DEANNA YVETTE	25358 BEANTREE CT	MORENO V	92551	153.64	15.364	30.42	199.42
77600815005	486222034	684277	DAWSON, GLORIA (OWNR)	25359	BEANTREE CT	92551-4674	BROCK GLORIA F	25359 BEANTREE CT	MORENO V	92551	255.29	25.53	50.55	331.36
74910965009	486234003	684277	JERNEGAN, SABRINA	25386	BEANTREE CT	92551-4673	SOLTERO GERARDO	25386 BEANTREE CT	MORENO V	92551	332.40	33.24	65.82	431.44

97108635003	486232012	684277	ROTA-KOHRT, YVONNE	25421	BEANTREE CT	92551-1301	ROTA KOHT YVONNE	25421 BEANTREE CT	MORENO V	92551	35.29	3.53	6.99	45.80
31175965001	479581015	684277	ROSS, MICHAEL	13569	BEARBERRY DR	92553-4808	ROSS MICHAEL A	10130 CARTAGENA DR	MORENO V	92557	255.40	25.54	50.57	331.50
31306725003	479581010	684277	FELIX, ALICIA (RENT)	13635	BEARBERRY DR	92553-4875	NOLASCO ALFREDO RAMIREZ	13635 BEARBERRY DR	MORENO V	92553	33.83	3.38	6.70	43.90
93883555001	479581005	684277	FOREE, HELEN (RENT)	13699	BEARBERRY DR	92553-4875	HEWKO WILLIAM P	13699 BEARBERRY DR	MORENO V	92557	32.64	3.26	6.46	42.36
97093995001	479581001	684277	PAREDES, ANA	13747	BEARBERRY DR	92553-0710	PONCE JUAN M	13747 BEARBERRY DR	MORENO V	92553	55.29	5.53	10.95	71.76
58749545000	259371031	684277	BROWN, PATSY	22779	BEAVERCREEK CT	92557-1810	BROWN PATSY D	22779 BEAVERCREEK CT	MORENO V	92557	255.18	25.518	50.53	331.22
31360055000	487204001	684277	MACIAS, STEVE AND ANDREA (OW	26221	BEECH DR	92555-2240	MACIAS STEVE	291 CORPORATE TERRACE CIR	CORONA C	92879	255.40	25.54	50.57	331.50
31216545002	291513013	684277	GARCIA, ENRIQUE	22574	BELAIRE DR	92553-7867	CORTEZ MARIO CORIA	22574 BELAIRE DR	MORENO V	92553	255.29	25.53	50.55	331.36
89796995009	260422015	684277	ESPARZA, JAMES	22440	BELCANTO DR	92557-9026	ESPARZA JAMES VICTOR	22440 BELCANTO DR	MORENO V	92557	255.40	25.54	50.57	331.50
31632335004	260412016	684277	JUSTICE, ZYRIC AND SONYA	22511	BELCANTO DR	92557-9028	JUSTICE SONYA R	22511 BELCANTO DR	MORENO V	92557	255.29	25.53	50.55	331.36
31442725006	260413009	684277	SPIEGEL , ERICA (RENT)	22555	BELCANTO DR	92557-9029	AIELLO JACK	22555 BELCANTO DR	MORENO V	92557	444.14	44.41	87.94	576.48
31425795006	260413010	684277	BRADSHAW, VICKI	22565	BELCANTO DR	92557-9029	BRADSHAW VICKI D	22565 BELCANTO DR	MORENO V	92557	255.29	25.53	50.55	331.36
92429323003	488241006	684277	JARVIS, DAWN	28129	BELFRY CIR	92555-5414	JARVIS DAWN	28129 BELFRY CIR	MORENO V	92555	190.89	19.089	37.80	247.76
95213885000	296271021	684277	HOANG, TAI	13821	BELLCREST CT	92553-6021	HOANG TAI HAI	13821 BELLCREST CT	MORENO V	92553	191.66	19.17	37.95	248.76
97432085002	304042007	684277	SAMBEROS, CARIMY (OWNER)	28041	BELLETERRE AVE	92555-6219	DECONTRERAS CARIMY A CAMBEROS	28041 BELLETERRE AVE	MORENO V	92555	191.66	19.17	37.95	248.76
59874335009	304042004	684277	VIDAL, CAROLINA AND TERRY	28071	BELLETERRE AVE	92555-6219	VIDAL TERRY V	28071 BELLETERRE AVE	MORENO V	92555	191.66	19.17	37.95	248.76
64572885006	304053013	684277	GUERRERO, FRANK	28290	BELLETERRE AVE	92555-6231	GUERRERO FRANK	28290 BELLETERRE AVE	MORENO V	92555	255.29	25.53	50.55	331.36
91786003004	304053021	684277	WARD, ERIKA (RENT)	28386	BELLETERRE AVE	92555-6215	LU HAOEN	28386 BELLETERRE AVE	MORENO V	92555	58.26	5.83	11.54	75.62
95273045001	304060018	684277	SADDLER, DENISE	28395	BELLETERRE AVE	92555-6212	U S BANK NATL ASSN	12650 INGENUITY DR	ORLANDO	32826	128.03	12.80	25.35	166.18
31507155005	304060001	684277	NINO, MICHELE	28398	BELLETERRE AVE	92555-6210	PICCINONNO CHRISTOPHER ROBERT	28398 BELLETERRE AVE	MORENO V	92555	28.14	2.81	5.57	36.52
94305815000	304060004	684277	DEVERA, AL AND HARLI	28434	BELLETERRE AVE	92555-6211	DEVERA ALOYSIUS A	28434 BELLETERRE AVE	MORENO V	92551	255.40	25.54	50.57	331.50
72703695007	304060006	684277	DUGAS, CHRISTOPHER	28456	BELLETERRE AVE	92555-6211	JUGAS MELINDA MARIE	28456 BELLETERRE AVE	MORENO V	92555	159.73	15.973	31.63	207.32
31229355004	304060009	684277	BROWN, KEISA	28494	BELLETERRE AVE	92555-6211	BROWN KEISA	28494 BELLETERRE AVE	MORENO V	92555	104.31	10.43	20.65	135.38
68119765007	308272044	684277	BELARDE, JHOSIE	15708	BELLEZA CIR	92555-4239	BELARDE RODELIO	15708 BELLEZA CIR	MORENO V	92555	51.66	5.166	10.23	67.04
95605455007	308272039	684277	GOSLEE, PATRICE (OWNR)	15758	BELLEZA CIR	92555-4239	GOSLEE KENDALL	15758 BELLEZA CIR	MORENO V	92555	255.40	25.54	50.57	331.50
91696343004	487214002	684277	SALCEDO, GRISELDA	12672	BELLFLOWER LN	92555-2250	MA XIAOFAN	12672 BELLFLOWER LN	MORENO V	92555	170.78	17.08	33.81	221.66
31509255000	486417007	684277	GARCIA, JOE	15420	BELLO WAY	92555-2921	GARCIA JOE R	15420 BELLO WAY	MORENO V	92555	255.40	25.54	50.57	331.50
84985355007	486432002	684277	HARVEY, SUE (RENT)	15475	BELLO WAY	92555-2920	BURCH BOBBY	15475 BELLO WAY	MORENO V	92555	522.33	52.23	103.42	677.98
56594835001	478291008	684277	CARRASCO, OSCAR	28656	BELMONT PARK WAY	92555-8418	CARRASCO OSCAR F	28656 BELMONT PARK WAY	MORENO V	92555	308.73	30.87	61.13	400.72
96209525003	478290021	684277	SHOWALTER, STEPHEN	28665	BELMONT PARK WAY	92555-8418	SHOWALTER STEPHEN	28665 BELMONT PARK WAY	MORENO V	92555	255.40	25.54	50.57	331.50
97045905000	479120038	684277	OUNKHAM, DANNY	13227	BENCLIFF AVE	92553-4251	MANI PHADEJ	6751 DE GRAZIA RD	RIVERSIDE	92506	135.40	13.54	26.81	175.74
61374695000	479132070	684277	LYLES, MYISHA (RENT)	13279	BENCLIFF AVE	92553-4263	HIXSON WILMA A	13279 BEN CLIFF DR	MORENO V	92553	460.31	46.03	91.14	597.48
94483065002	479132073	684277	NAVARRETTE, RAMON	13288	BENCLIFF AVE	92553-4262	NAVARRETE JOHN H	13288 BEN CLIFF DR	MORENO V	92553	255.18	25.518	50.53	331.22
53090135000	479132078	684277	BLACK, JESSICA (RENT)	13336	BENCLIFF AVE	92553-4227	FONSECA GLENN	13336 BEN CLIFF DR	MORENO V	92553	255.40	25.54	50.57	331.50
31627745008	479121002	684277	OROZCO, VERONICA (OWNR) APTS	13142	BENCLIFF AVE UNIT A	92553-5431	OROZCO VERONICA MARGOTH	13142 BENCLIFF AVE	MORENO V	92553	255.29	25.53	50.55	331.36
74993655000	479120035	684277	BUTLER, VANESSA (RENT) APTS	13185	BENCLIFF AVE UNIT A	92553-5425	TEJEDA MANUEL	13185 BENCLIFF AVE	MORENO V	92553	255.40	25.54	50.57	331.50
67755065006	479121001	684277	RESENDEZ, LORENA (RENT) APTS	13128	BENCLIFF AVE UNIT B	92553-5432	RAMIREZ CARLOS	13128 BENCLIFF AVE	MORENO V	92553	128.14	12.81	25.37	166.32
85045635001	479121006	684277	WHITFIELD, GWEN (APTS)	13198	BENCLIFF AVE UNIT B	92553-5427	CHAMNANKIT APICHART	6009 FOREST DR	MORTON G	60053	191.66	19.17	37.95	248.76
94635525001	479523014	684277	SPRATT, WINSTON (RENT)	13016	BENDER DR	92553-6804	WASHINGTON SATAVIA DENICE	13016 BENDER DR	MORENO V	92553	255.29	25.53	50.55	331.36
73447075000	479522003	684277	PEREZ, SOPHIA	13023	BENDER DR	92553-6805	PEREZ KATHY	13023 BENDER DR	MORENO V	92553	255.18	25.518	50.53	331.22
88897555008	479522010	684277	VILLA, GLENDA	13119	BENDER DR	92553-6871	VILLA JESSIE	13119 BENDER DR	MORENO V	92553	332.16	33.216	65.77	431.14
88489295009	479523001	684277	ALLEN, VINCENT	13120	BENDER DR	92553-6871	DEATON WENDE	10809 MORNING RIDGE DR	MORENO V	92557	255.29	25.53	50.55	331.36
51643035009	474351010	684277	GERBITZ, JESS	26075	BERCAW CT	92555-1702	GERBITZ JESSE W	13121 PENNY LN	YUCAIPA C	92399	255.29	25.53	50.55	331.36
94230135003	291300004	684277	SAADIQ, DONOVAN (OWNR)	22620	BERKSHIRE LN	92553-8407	MALOID WANDA ANN	22620 BERKSHIRE LN	MORENO V	92553	255.40	25.54	50.57	331.50
92429413004	291300007	684277	CARRANZA, ALBERTO (RENT)	22671	BERKSHIRE LN	92553-8407	WONG MICHAEL MIN	4839 ARDEN DR	TEMPLE CI	91780	191.77	19.18	37.97	248.90
95718825001	291162016	684277	TOVAR, YADIRA	22414	BERTIE AVE	92553-8333	TOVAR ROBERTO	22414 BERTIE AVE	MORENO V	92553	255.29	25.53	50.55	331.36
96291175004	291163006	684277	PAYAN, MARIA L	22423	BERTIE AVE	92553-8334	PAYAN MARIA L	22423 BERTIE AVE	MORENO V	92553	255.29	25.53	50.55	331.36
92234895007	291162018	684277	RODRIGUEZ, ARTURO (RENT)	22437	BERTIE AVE	92553-8334	EVANS ALLAN	22438 BERTIE AVE	MORENO V	92553	255.40	25.54	50.57	331.50
81347225001	291163002	684277	BEAN, BRUCE (RENT)	22473	BERTIE AVE	92553-8334	TROJAN INV	1315 TUSTIN NO I255	ORANGE C	92867	290.25	29.03	57.47	376.74
81730525005	291162021	684277	CHAVEZ, GUALBERTO	22474	BERTIE AVE	92553-8333	ACM INV	15288 ZAHARIAS ST	MORENO V	92555	520.51	52.051	103.06	675.62
92322595003	264071052	684277	CORONADO, GLORIA	11030	BETH CT	92557-4973	CORONADO GLORIA	11030 BETH CT	MORENO V	92557	255.29	25.53	50.55	331.36
89938895008	264071051	684277	SEPULVEDA, MARTIN	11042	BETH CT	92557-4973	SZE RAYMOND YUNG	3175 ORLANDO RD	PASADENA	91107	382.48	38.25	75.73	496.44
96719795004	296253047	684277	IMMANUEL HOUSE	23760	BETTS PL	92553-3460	HUANG LING HUI	3090 CRESTVIEW DR	NORCO CA	92860	95.68	9.57	18.94	124.18
95761925000	296251002	684277	ESPINOZA, CHRISTINA (RENT)	23761	BETTS PL	92553-3467	JPMORGAN CHASE BANK	7255 BAYMEADOWS WAY	JACKSONV	32256	27.01	2.701	5.35	35.04
31510665002	296251003	684277	MENDEZ, SILVIA	23767	BETTS PL	92553-3467	MENDEZ SILVIA	23767 BETTS PL	MORENO V	92553	255.40	25.54	50.57	331.50
31569795001	296251004	684277	HERNANDEZ, SUGEY (RENT)	23773	BETTS PL	92553-3467	HERNANDEZ MARIO	23773 BETTS PL	MORENO V	92553	255.40	25.54	50.57	331.50
94307735003	296253044	684277	MCGEE, ARTHUR	23778	BETTS PL	92553-3460	MCGEE MICHELLE	23778 BETTS PL	MORENO V	92553	255.40	25.54	50.57	331.50
93796895004	296253042	684277	RAMOS, MARIA	23788	BETTS PL	92553-3460	TOPETE VIRGINIA NOEMI BLAS	23788 BETTS PL	MORENO V	92553	255.40	25.54	50.57	331.50
83913675003	296253041	684277	GARCIA, FRANCISCO	23794	BETTS PL	92553-3460	BHATHENA SORAB M	23794 BETTS PL	MORENO V	92553	255.40	25.54	50.57	331.50
31301245005	296253040	684277	KELLY, RAY	23800	BETTS PL	92553-3407	KELLY RAY L	23800 BETTS PL	MORENO V	92553	128.14	12.81	25.37	166.32
97309863008	296251015	684277	PEIDRA, MARIA	23839	BETTS PL	92553-3420	PIEDRA MARIA	23839 BETTS PL	MORENO V	92553	255.40	25.54	50.57	331.50
31094145007	296253033	684277	GARCIA, OLEGARIO (RENT)	23844	BETTS PL	92553-3407	TOPETE GERARDO	297 BRIGHT WAY	PERRIS CA	92571	127.00	12.7	25.15	164.84
31168065005	474720016	684277	LOUIS, LILIA (RENT)	25453	BIANCA CT	92557-5243	MORALES GUSTAVO M	25453 BIANCA CT	MORENO V	92555	255.40	25.54	50.57	331.50
31421825009	304172011	684277	GORDON, ANGELA (OWNR)	15664	BIARRITZ CT	92555-4927	GORDON ANGELA M	15664 BIARRITZ CT	MORENO V	92555	91.77	9.18	18.17	119.10
83776075000	304172012	684277	JAMES, YOHANTUS	15674	BIARRITZ CT	92555-4927	JAMES RENE E	15674 BIARRITZ CT	MORENO V	92555	255.29	25.53	50.55	331.36

94872165005	304172025	684277	SMITH, SCHERRIE (RENT)	15685	BIARRITZ CT	92555-4928	CHAU LEE	15685 BIARRITZ CT	MORENO V	92555	160.40	16.04	31.76	208.18
91191073002	304172014	684277	GIBSON, LEWIS AND SANDRA	15694	BIARRITZ CT	92555-4927	GIBSON LEWIS EDWARD	15694 BIARRITZ CT	MORENO V	92555	255.29	25.53	50.55	331.36
62646695000	304172024	684277	TAYLOR, SILVIA	15695	BIARRITZ CT	92555-4928	TAYLOR SYLVIA A	15695 BIARRITZ CT	MORENO V	92555	255.29	25.53	50.55	331.36
31082885006	304172016	684277	GRAVES, ADRIAN	15714	BIARRITZ CT	92555-4929	GRAVES EDITH JORDON TRUST	15714 BIARRITZ CT	MORENO V	92555	255.29	25.53	50.55	331.36
31443665006	259443028	684277	GAINES, MORRIS AND MADELINE	9711	BIG CREEK CIR	92557-1707	GAINES MORRIS	9711 BIG CREEK CIR	MORENO V	92557	255.29	25.53	50.55	331.36
89851653003	259443020	684277	STRAWBERRY, GENEVA (RENT)	9706	BIG CREEK CIR	92557-1707	OVERTON STEPHEN E	9706 BIG CREEK CIR	MORENO V	92557	255.18	25.518	50.53	331.22
31075035009	259443023	684277	ESCAMILLA, LEANNE M (OWNR)	9736	BIG CREEK CIR	92557-1707	ESCAMILLA LEANN M	9736 BIG CREEK CIR	MORENO V	92557	255.40	25.54	50.57	331.50
31072335003	259443025	684277	JOHNSON, BETTY	9745	BIG CREEK CIR	92557-1707	JOHNSON BETTY	9745 BIG CREEK CIR	MORENO V	92557	255.29	25.53	50.55	331.36
91686963004	486492023	684277	KHRANGTONG, MARI (OWNR)	27085	BIG HORN AVE	92555-4744	KHRANGTONG MARI	27085 BIG HORN AVE	MORENO V	92555	150.00	15.00	29.70	194.70
87689705009	486490024	684277	JUAREZ, JAIME (OWNER)	27132	BIG HORN AVE	92555-4745	JUAREZ JAIME	27132 BIG HORN AVE	MORENO V	92555	255.29	25.53	50.55	331.36
31567355007	486492008	684277	FLOWERS, TIFFANY (RENT)	27155	BIG HORN AVE	92555-4745	WRIGHT JOSETTE E	27155 BIG HORN AVE	MORENO V	92555	82.68	8.268	16.37	107.3
48279395002	486492007	684277	SALVADOR, DAVILA	27169	BIG HORN AVE	92555-4745	DAVILA SALVADOR	27169 BIG HORN AVE	MORENO V	92555	255.18	25.518	50.53	331.22
91463893003	486491005	684277	MARTIN, REGINA (OWNR)	27176	BIG HORN AVE	92555-4745	WASHINGTON REGINA MARTIN	27176 BIG HORN AVE	MORENO V	92555	255.40	25.54	50.57	331.50
98319505012	486491008	684277	FELIX, CAMILA (RENT)	27218	BIG HORN AVE	92555-4746	SHAMSHER ALI G	7560 E CALLE GRANADA	ANAHEIM	92808	409.88	40.99	81.16	532.02
97461225002	486492003	684277	GREEN, SHARON	27225	BIG HORN AVE	92555-4746	EL SUDNJ UWAH	27225 BIG HORN AVE	MORENO V	92555	255.29	25.53	50.55	331.36
97952985000	486492001	684277	BEAN, ROBERT (RENT)	27253	BIG HORN AVE	92555-4746	GUDINO ENRIQUE	27253 BIG HORN AVE	MORENO V	92555	247.42	24.742	48.99	321.14
96676985006	486503024	684277	CURIEL, WENDY	27357	BIG HORN AVE	92555-4747	CURIEL BLAS	27357 BIG HORN AVE	MORENO V	92555	255.29	25.53	50.55	331.36
97257195000	486504017	684277	PADILLA, LUZ	27366	BIG HORN AVE	92555-4747	PADILLA LUZ	27366 BIG HORN AVE	MORENO V	92555	255.29	25.53	50.55	331.36
49426005000	486504016	684277	OCAMPO, ALEX	27388	BIG HORN AVE	92555-4748	OCAMPO ALEX	1542 VANDERBILT PL	GLENDALE	91205	83.40	8.34	16.51	108.24
50385945007	484231014	684277	WILL, SHELLEY	25079	BILLIE DR	92553-7106	WILL SHELLY A	25079 BILLIE DR	MORENO V	92553	255.29	25.53	50.55	331.36
31587395007	484231020	684277	AYON, JAVIER	25123	BILLIE DR	92553-7107	AYON JAVIER	25123 BILLIE DR	MORENO V	92553	255.40	25.54	50.57	331.50
95600695008	484222003	684277	DAVID VERNON TRUST	25157	BILLIE DR	92553-7107	VERNON DAVID F	28793 STRAUSS LN	MORENO V	92551	388.78	38.88	76.98	504.62
31615555002	484222006	684277	HERN, PAMELYN (RENT)	25193	BILLIE DR	92553-7107	TUTTLE CLETIS	25193 BILLIE DR	MORENO V	92553	177.38	17.738	35.12	230.22
31059585007	484221018	684277	CHAMBERS, SHERRI	25204	BILLIE DR	92553-7188	WASHINGTON ADRIAN L	8356 VIENNA WAY	RIVERSIDE	92508	255.29	25.53	50.55	331.36
31310585004	484212001	684277	PRICE, JOHN AND TAMEKA	25253	BILLIE DR	92553-7161	DUCKWORTH JOHN	25253 BILLIE DR	MORENO V	92553	255.29	25.53	50.55	331.36
31406635000	484211019	684277	FOSTER, RAQUEL	25292	BILLIE DR	92553-7160	FOSTER RAQUEL	25292 BILLIE DR	MORENO V	92553	187.40	18.74	37.11	243.24
31516055007	487351015	684277	RODRIGUEZ, JORGE (RENT)	26046	BILOXI DR	92555-2404	RODRIGUEZ JORGE	24682 DEL PRADO STE 200	DANA POIN	92629	312.60	31.26	61.89	405.74
95767235002	487351016	684277	HAYWARD, JANIS (RENT)	26054	BILOXI DR	92555-2404	HAMILTON WALTER	26054 BILOXI DR	MORENO V	92555	255.40	25.54	50.57	331.50
31131315001	487351018	684277	MENDEZ, ABLE	26070	BILOXI DR	92555-2404	MENDEZ ABEL	26070 BILOXI DR	MORENO V	92555	191.66	19.17	37.95	248.76
67841405003	487351019	684277	RUSH, JEAN (OWNR)	26078	BILOXI DR	92555-2404	MERCADO RUBEN I P	26078 BILOXI DR	MORENO V	92555	155.40	15.54	30.77	201.70
31632835009	487351021	684277	LOPEZ, CARLOS	26094	BILOXI DR	92555-2404	HERNANDEZ VERONICA C	26094 BILOXI DR	MORENO V	92555	255.18	25.518	50.53	331.22
31249605000	482242024	684277	SALDANA, MANUEL AND MARGAF	24371	BION DR	92553-3307	SALDANA MANUEL	24371 BION DR	MORENO V	92553	255.29	25.53	50.55	331.36
94461655004	479131004	684277	SOLORIO, JUAN	13287	BIRCHWOOD DR	92553-4273	SOLORIO JUAN L	13287 BIRCHWOOD DR	MORENO V	92553	255.40	25.54	50.57	331.50
89943603009	479131005	684277	UNDERWOOD, MARIA	13301	BIRCHWOOD DR	92553-4229	UNDERWOOD DONALD	13301 BIRCHWOOD DR	MORENO V	92553	255.18	25.518	50.53	331.22
31614875008	479131006	684277	OLIVER, TONY (OWNR)	13313	BIRCHWOOD DR	92553-4229	OLIVER TONY P	8636 MILL POND PL	RIVERSIDE	92508	332.16	33.216	65.77	431.14
97723435001	479131011	684277	BAKER, CLIFTON	13371	BIRCHWOOD DR	92553-4229	BAKER CLIFTON A	13371 BIRCHWOOD DR	MORENO V	92553	255.29	25.53	50.55	331.36
90157113006	479140004	684277	ARCHULETA, ANNA (RENT)	13385	BIRCHWOOD DR	92553-4229	HACIENDA CAPITAL	1421 N WANDA RD NO 120	ORANGE (	92867	255.40	25.54	50.57	331.50
50510735004	479140010	684277	ZUNIGA, VERONICA AND JOSE (RE	13471	BIRCHWOOD DR	92553-4274	LEE CHEN SHI	906 REGAL CANYON DR	WALNUT (	91789	108.09	10.81	21.40	140.30
99802573001	479090018	684277	HANKINS, PATRICIA (RENT)	13075	BIRCHWOOD DR UNIT I	92553-5433	PAYTON LAVERNE	13075 BIRCHWOOD DR	MORENO V	92553	230.18	23.018	45.58	298.76
94911603009	304382008	684277	ENCISO, JANETTE	28383	BIRDIE ST	92555-6359	VALDIVIA URIEL HERNAN	28383 BIRDIE ST	MORENO V	92555	255.29	25.53	50.55	331.36
93357453007	304382009	684277	RAMIREZ, MAGDALENA	28393	BIRDIE ST	92555-6359	RAMIREZ DIAZ CARLOS A	28393 BIRDIE ST	MORENO V	92555	255.40	25.54	50.57	331.50
31463195003	264082033	684277	ENRIQUEZ, JOE AND LUCY	23644	BIRDSONG CT	92557-4953	ENRIQUEZ JOE	23644 BIRDSONG CT	MORENO V	92557	269.52	26.95	53.36	349.82
52799215000	479482051	684277	NAVA, GUADALUPE (RENT)	13595	BLACK ELM CT	92553-4392	SUN SAU SAN	6267 HILL AVE	WHITTIER	90601	31.44	3.144	6.23	40.8
31075165001	479482054	684277	SEARCY, GREGORY	13625	BLACK ELM CT	92553-4390	SEARCY GREGORY I	13625 BLACK ELM CT	MORENO V	92553	255.29	25.53	50.55	331.36
95925825002	479475001	684277	MCFAIL, TANYA (RENT)	13646	BLACK ELM CT	92553-4391	GARCIA JESUS	13646 BLACK ELM CT	MORENO V	92553	96.24	9.624	19.06	124.9
92322275000	479474013	684277	PACILLAS, MARIA	13673	BLACK ELM CT	92553-4390	PACILLAS MARIA T	13673 BLACK ELM CT	MORENO V	92553	81.11	8.11	16.06	105.28
96402815003	291632011	684277	KIZLER, MELODY	22307	BLACK GUM ST	92553-6962	KIZLER MELODY L	22307 BLACK GUM ST	MORENO V	92553	228.89	22.89	45.32	297.08
93809355008	291632015	684277	RIVERA, SYLVIA	22347	BLACK GUM ST	92553-6962	RIVERA VICTOR	22347 BLACK GUM ST	MORENO V	92553	255.29	25.53	50.55	331.36
93276175008	291635023	684277	HALL, LAQUIDA (RENT)	22387	BLACK GUM ST	92553-6962	GYAMTSO LOBSANG	1630 N EDGEMONT ST NO B7	LOS ANGEI	90027	497.93	49.79	98.59	646.3
93929135001	291634012	684277	FARROW, MARILYN	22436	BLACK GUM ST	92553-6964	FARROW DOUGLAS L	22436 BLACK GUM ST	MORENO V	92553	332.16	33.216	65.77	431.14
96253205008	256221012	684277	GARCIA, MARY	11689	BLACK HAWK LN	92557-8501	CORONADO ESMERALDA	21690 CALLE PRIMA	MORENO V	92557	255.29	25.53	50.55	331.36
95648925009	256221001	684277	VELASCO, ALEX	11742	BLACK HAWK LN	92557-8573	VALSCO ALEX	11742 BLACK HAWK LN	MORENO V	92557	255.29	25.53	50.55	331.36
60005645002	473250016	684277	ROBINSON, LINDSAY (OWNR)	28399	BLACK OAK AVE	92555-5203	ROBINSON LINDSAY	28399 BLACK OAK AVE	MORENO V	92555	140.58	14.06	27.83	182.46
90470005006	485091010	684277	CHAVEZ, ROSARIO	15173	BLACK SHADOW DR	92551-4082	CORTEZ ROSA I	15173 BLACK SHADOW DR	MORENO V	92551	255.40	25.54	50.57	331.50
67050295004	485091007	684277	GARCIA, MARK (RENT)	15176	BLACK SHADOW DR	92551-4083	SOTO ROSIE	15176 BLACK SHADOW DR	MORENO V	92551	318.92	31.89	63.15	413.94
95187135004	485091003	684277	ROBERTS, KIERA	15224	BLACK SHADOW DR	92551-4041	NIPAMDY	P O BOX 1234	ARCADIA (	91007	183.90	18.39	36.41	238.70
31410485003	485102001	684277	HERNANDEZ, PATRICIA (RENT)	15262	BLACK SHADOW DR	92551-4041	GONZALEZ JOSE	15262 BLACK SHADOW DR	MORENO V	92551	255.40	25.54	50.57	331.50
65702165009	485101022	684277	DE LARA, SUSAN (RENT)	15335	BLACK SHADOW DR	92551-4042	JTH REAL ESTATE	360 E 1ST ST NO 297	TUSTIN CA	92780	255.40	25.54	50.57	331.50
88475083002	485102008	684277	OCHOA-MORALES, LOURDES (REN	15366	BLACK SHADOW DR	92551-4052	BJJ ASSOC	751 S WEIR CANYON NO 433	ANAHEIM	92808	212.48	21.25	42.07	275.78
94769735004	479652002	684277	MORAN, JOSE	25540	BLACK WALNUT ST	92553-4863	MORAN JOSE A	25540 BLACK WALNUT ST	MORENO V	92553	255.29	25.53	50.55	331.36
31241665004	260332004	684277	BOSTIC, MARSHALL	23706	BLACKBIRD CIR	92557-2811	BOSTIC MARSHALL B	P O BOX 7222	MORENO V	92552	255.29	25.53	50.55	331.36
93638325008	260332006	684277	WHITE, CHARLES AND EDITH	23709	BLACKBIRD CIR	92557-2844	WHITE CHARLES H	5596 GALASSO AVE	FONTANA	92336	255.29	25.53	50.55	331.36
91823635003	260332003	684277	DURAN, RAY (OWNR)	23716	BLACKBIRD CIR	92557-2811	DURAN RENATO V	23716 BLACKBIRD CIR	MORENO V	92557	326.45	32.65	64.64	423.72
94571815007	484164011	684277	ANDERSON, THERESA	14525	BLACKBUSH RD	92553-4919	PEREZ SALOME	14525 BLACKBUSH RD	MORENO V	92553	255.29	25.53	50.55	331.36
96563075007	484164006	684277	VALDOVINO, LUIS (RENT)	14552	BLACKBUSH RD	92553-4920	QUINONES ARLETTE	2865 DOOLITTLE AVE	ARCADIA (	91006	20.16	2.02	3.99	26.16

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31646055002	484164005	684277	SHEPARD, ASHLEY (OWNR)	14566	BLACKBUSH RD	92553-4920	SHEPARD MATTHEW	14566 BLACKBUSH RD	MORENO V	92553	191.77	19.18	37.97	248.90
97120045002	484164004	684277	VEJAR, MARITZA (RENT)	14578	BLACKBUSH RD	92553-2925	MEDINA ALFREDO	14578 BLACKBUSH RD	MORENO V	92553	255.40	25.54	50.57	331.50
31637185004	484164002	684277	MORGAN, LORI	14604	BLACKBUSH RD	92553-4914	MORGAN LORI A	14604 BLACKBUSH RD	MORENO V	92553	255.29	25.53	50.55	331.36
95524195005	484164001	684277	AGUAYO SR, ALBERT	14618	BLACKBUSH RD	92553-4914	AGUAYO ALBERT	14618 BLACKBUSH RD	MORENO V	92553	191.66	19.17	37.95	248.76
55642315008	484183019	684277	BYRD, TINA (RENT)	14644	BLACKBUSH RD	92553-4906	JIMENEZ JAVIER I	9938 PASEO CORRALITO	MORENO V	92557	255.40	25.54	50.57	331.50
31061375007	484183013	684277	ARCOS, ALEXANDRO	14722	BLACKBUSH RD	92553-2926	ARCOS ALEJANDRO	14722 BLACKBUSH RD	MORENO V	92553	155.29	15.53	30.75	201.56
89926835006	484151011	684277	COX, TYESHA (RENT)	25821	BLAKE DR	92553-4945	WASHINGTON REGINA MARTIN	27176 BIG HORN AVE	MORENO V	92555	255.40	25.54	50.57	331.50
31173235000	308522012	684277	HERNANDEZ, CARLOS	26067	BLAZER CT	92555-3387	HERNANDEZ CARLOS O	26067 BLAZER CT	MORENO V	92555	255.40	25.54	50.57	331.50
92816373000	308522009	684277	JOHNSON, CASSANDRA (OWNR)	26103	BLAZER CT	92555-3387	CARDENAS KARINA	26103 BLAZER CT	MORENO V	92555	332.64	33.26	65.86	431.76
60370805006	308522007	684277	SHEPARD, VERONICA	26114	BLAZER CT	92555-3387	WANG ANDY	14867 TOLEDO CT	MORENO V	92555	103.74	10.374	20.54	134.64
50354055009	264132019	684277	HERNANDEZ, JESSICA (OWNR)	23545	BLOOMING MEADOW	92557-6237	HERNANDEZ JESSICA L	23545 BLOOMING MEADOW RD	MORENO V	92557	255.40	25.54	50.57	331.50
73032645001	264132022	684277	GRANT, GREG	23571	BLOOMING MEADOW	92557-6237	GRANT GREGG	23571 BLOOMING MEADOW RD	MORENO V	92557	255.29	25.53	50.55	331.36
95787655001	260340038	684277	FRANKS, MARION	23760	BLUE BILL CT	92557-2837	FRANKS MARION E	23760 BLUE BILL CT	MORENO V	92557	82.40	8.24	16.32	106.94
99237555000	260340037	684277	CHATMAN, GREGORY	23770	BLUE BILL CT	92557-2837	CHATMAN RACHELLE	23770 BLUE BILL CT	MORENO V	92557	255.29	25.53	50.55	331.36
74610565009	260340032	684277	KRONCKE, RACHEL	23820	BLUE BILL CT	92557-2812	DUFF CHRISTI L	23820 BLUE BILL CT	MORENO V	92557	332.40	33.24	65.82	431.44
71931425002	260340031	684277	BALLARD, ARMEL	23830	BLUE BILL CT	92557-2812	BALLARD ARMEL H	23830 BLUE BILL CT	MORENO V	92557	255.29	25.53	50.55	331.36
93315755002	260340024	684277	CHARLES, CARLYN	23869	BLUE BILL CT	92557-2813	CHARLES CARLYN	23869 BLUE BILL CT	MORENO V	92557	180.98	18.10	35.83	234.90
85431865004	264440010	684277	MENDOZA, JUAN	11532	BLUE JAY CT	92557-5446	MENDOZA JUAN A	11532 BLUE JAY CT	MORENO V	92553	125.29	12.53	24.81	162.62
74281405003	264440006	684277	URIBE, ALEJANDRO AND OFELIA	11575	BLUE JAY CT	92557-5447	URIBE ALEJANDRO	11575 BLUE JAY CT	MORENO V	92557	255.29	25.53	50.55	331.36
66698145003	264344011	684277	FOSTER, PATRICK	11649	BLUE LUPIN LN	92557-6003	FOSTER PATRICK	11649 BLUE LUPIN LN	MORENO V	92557	255.29	25.53	50.55	331.36
90133023006	264342013	684277	BANKS, KEVIN	11711	BLUE LUPIN LN	92557-6005	BANKS KEVEN J	11711 BLUE LUPIN LN	MORENO V	92557	62.65	6.27	12.40	81.30
59040205004	260092011	684277	FABROS, KRISTINE (OWNR)	23820	BLUE RIDGE PL	92557-2923	FABROS ROMINA KHRISTINE	23820 BLUE RIDGE PL	MORENO V	92557	255.40	25.54	50.57	331.50
74568925004	260092023	684277	LEMUS, BYRON	23823	BLUE RIDGE PL	92557-2923	LEMUS BYRON A	23823 BLUE RIDGE PL	MORENO V	92557	255.29	25.53	50.55	331.36
31592195009	260092022	684277	LUCERO, BETTY	23831	BLUE RIDGE PL	92557-2923	LUCERO ARTURO	23831 BLUE RIDGE PL	MORENO V	92557	255.40	25.54	50.57	331.50
31200505004	260092018	684277	BOISCLAIR, PIXIE	23863	BLUE RIDGE PL	92557-2925	REYES CARLOS	23622 AIROSA PL	MORENO V	92557	255.29	25.53	50.55	331.36
96979745005	260103019	684277	BEVERLY, BRENDA (RENT)	23879	BLUE RIDGE PL	92557-2925	VINTAGE WORLD PROP	10161 BOLSA AVE NO 204C	WESTMINS	92683	255.40	25.54	50.57	331.50
31540505003	260101003	684277	OAILOA, MARIE (RENT)	23932	BLUE RIDGE PL	92557-2927	ZHANG HONGGI	1201 PUNTA WAY	MONTERE	91754	164.44	16.44	32.56	213.44
97031715000	260101004	684277	PFEIFFER, JASON	23940	BLUE RIDGE PL	92557-2927	NORIEGA ROSA	297 CALDERA ST	PERRIS CA	92570	63.96	6.40	12.66	83.02
91285615009	260101006	684277	MERRILL, GERALD	23956	BLUE RIDGE PL	92557-2941	MERRILL GERALD D	23956 BLUE RIDGE PL	MORENO V	92557	228.96	22.896	45.33	297.18
88611965007	260101013	684277	WEST, CYNTHIA	24020	BLUE RIDGE PL	92557-2943	WHITE CHARLES	5596 GALASSO AVE	FONTANA	92336	255.40	25.54	50.57	331.50
91013065000	479482031	684277	GEIGER, GEORGE	13582	BLUE SPRUCE CT	92553-6502	GEIGER GEORGE A	13582 BLUE SPRUCE CT	MORENO V	92553	255.29	25.53	50.55	331.36
56605945002	479482038	684277	RAMIREZ, YOLANDA	13611	BLUE SPRUCE CT	92553-4377	RAMIREZ YOLANDA	13611 BLUE SPRUCE CT	MORENO V	92553	130.30	13.03	25.80	169.12
93881075006	479482028	684277	RODRIGUEZ, ROBERTO (RENT)	13612	BLUE SPRUCE CT	92553-4378	PASQUARIELLO MARIO	1624 S PALM AVE	ALHAMBR	91803	255.40	25.54	50.57	331.50
94964435004	479482040	684277	RAMIREZ, MARIBEL (RENT)	13631	BLUE SPRUCE CT	92553-4377	SANDOVAL ALBERTO M	530 HIGHLANDER AVE	LA HABRA	90651	205.40	20.54	40.67	266.60
31076755005	479475016	684277	ROSS, BETTINA (RENT)	13641	BLUE SPRUCE CT	92553-4377	TOM RONALD J	2201 HARRIMAN LN	REDONDO	90278	155.40	15.54	30.77	201.70
31416755003	479475015	684277	RODRIGUEZ, MARTHA	13651	BLUE SPRUCE CT	92553-4377	VETRONE VICTOR VERNON	13651 BLUE SPRUCE CT	MORENO V	92553	259.11	25.911	51.30	336.32
91112773001	479475014	684277	WILLIAMS, SONYA (RENT)	13661	BLUE SPRUCE CT	92553-4377	KYAW THEIN	441 W FOOTHILL BLV	ARCADIA (	91006	255.40	25.54	50.57	331.50
57795685004	479475012	684277	MONTENCAHUAY, ANA	13681	BLUE SPRUCE CT	92553-4377	CALVILLO GABRIEL NIEVES	13681 BLUE SPRUCE CT	MORENO V	92553	255.40	25.54	50.57	331.50
31469855001	479475011	684277	VILLAREAL, EVA (RENT)	13691	BLUE SPRUCE CT	92553-4377	SFR INV SOCAL A	13691 BLUE SPRUCE CT	MORENO V	92553	60.14	6.014	11.91	78.06
95833025006	482382003	684277	CERVANTES, MARIA (OWNER)	14835	BLUEBERRY RD	92553-3601	CERVANTES SAUL	14835 BLUEBERRY RD	MORENO V	92553	137.83	13.78	27.29	178.90
60385315007	482381008	684277	MORENO, JUDITH	14836	BLUEBERRY RD	92553-5100	MORENO JUDITH	14836 BLUEBERRY RD	MORENO V	92553	332.16	33.216	65.77	431.14
97688165002	482382002	684277	BASSO, SUZANNA (RENT)	14851	BLUEBERRY RD	92553-3601	CERVANTES SAUL C	24621 SKY ROCK DR	MORENO V	92557	200.74	20.07	39.75	260.56
31086795006	482351003	684277	GARCIA, PABLO (OWNR)	14897	BLUEBERRY RD	92553-3601	GARCIA PABLO	14897 BLUEBERRY RD	MORENO V	92553	30.04	3.00	5.95	38.98
94337465006	482351005	684277	DOMKE, REBECCA	14921	BLUEBERRY RD	92553-3602	DOMKE REBECCA	14921 BLUEBERRY RD	MORENO V	92553	409.51	40.95	81.08	531.54
67753455009	482351008	684277	SIMS, DONNA L AND FORREST F	14959	BLUEBERRY RD	92553-3602	SIMS DONNA L	14959 BLUEBERRY RD	MORENO V	92553	255.29	25.53	50.55	331.36
31585935008	482252001	684277	CERVANTES, REINA (RENT)	14760	BLUEBRIAR ST	92553-3993	CERNIE SALLY Z	5342 WALTER ST	RIVERSIDE	92504	128.12	12.81	25.37	166.28
62733195001	482253003	684277	SHELTON, NEVA	14813	BLUEBRIAR ST	92553-3903	SHELTON NEVA LOUISE	14813 BLUEBRIAR ST	MORENO V	92553	255.29	25.53	50.55	331.36
31171045004	482252011	684277	NUNEZ, VIRGINIA (OWNR)	14840	BLUEBRIAR ST	92553-3902	NUNEZ VIRGINIA	14840 BLUEBRIAR ST	MORENO V	92553	174.17	17.42	34.49	226.06
82125225000	487411028	684277	DIAZ, CARLOS (RENT)	14880	BLUEBRIAR ST	92553-3988	CONTRERAS WALTER A RAMIREZ	26194 FERNDALE CT	MORENO V	92555	255.40	25.54	50.57	331.50
71310245007	482265006	684277	KNOWLES, RICHARD T	14910	BLUEBRIAR ST	92553-3904	KNOWLES DOUGLAS A	22446 GILMORE ST	WEST HILL	91307	255.29	25.53	50.55	331.36
69249375003	482264015	684277	GARCIA, HECTOR MARIN	14933	BLUEBRIAR ST	92553-3954	GARCIA HECTOR MARIN	14933 BLUEBRIAR ST	MORENO V	92553	255.29	25.53	50.55	331.36
31476035009	482264012	684277	RAMOS, MONICA (RENT)	14963	BLUEBRIAR ST	92553-3954	MONTANO JOSE LUIS	14963 BLUEBRIAR ST	MORENO V	92553	309.76	30.98	61.33	402.06
31397795007	486235022	684277	CAUDILLO, EDWARD (RENT)	15755	BLUECHIP CIR	92551-4663	SALAZAR SERGIO	16074 BAINBRIDGE WAY	CHINO HIL	91709	41.60	4.16	8.24	53.98
97539583009	486235024	684277	JACKSON, ODESSA	15759	BLUECHIP CIR	92551-4663	JACKSON ODESSA	15759 BLUECHIP CIR	MORENO V	92551	32.64	3.264	6.46	42.36
58685745004	486235015	684277	JIMENEZ, RICHARDO	15760	BLUECHIP CIR	92551-4664	JIMENEZ RICARDO	15760 BLUECHIP CIR	MORENO V	92551	255.29	25.53	50.55	331.36
93870163000	486235025	684277	HAWKINS, LEROY (RENT)	15761	BLUECHIP CIR	92551-4663	COLFIN AL CA 4	24682 DEL PRADO NO 200	DANA POIN	92629	140.86	14.09	27.89	182.82
31321775001	482384019	684277	MARLAK, NAOMI	24302	BLUEGRASS CT	92553-3605	PEREZ NAOMI E	24302 BLUEGRASS CT	MORENO V	92553	255.18	25.518	50.53	331.22
95400535007	482384018	684277	PIMENTEL , JOSE (RENT)	24314	BLUEGRASS CT	92553-3605	CARRILLO JOSE	24314 BLUEGRASS CT	MORENO V	92553	255.11	25.51	50.51	331.12
96352675009	482384017	684277	ORTEGA, MONICA	24326	BLUEGRASS CT	92553-3605	PRESBURY CRYSTAL	24326 BLUEGRASS CT	MORENO V	92553	255.40	25.54	50.57	331.50
58948545008	482384014	684277	VARELA, ISMAEL (OWNR)	24364	BLUEGRASS CT	92553-3605	VARELA ISMAEL	24364 BLUEGRASS CT	MORENO V	92553	255.40	25.54	50.57	331.50
96524345003	479564017	684277	CERVANTES, DEBRA	25944	BLUELEAF ST	92553-6851	CERVANTES VICTOR A	25944 BLUELEAF ST	MORENO V	92555	259.97	26.00	51.47	337.44
31582905001	479564020	684277	PARKER, LAVENA (RENT)	25980	BLUELEAF ST	92553-6880	ORDONEZ FRANCISCO	25980 BLUELEAF ST	MORENO V	92553	148.92	14.892	29.49	193.28
31362035001	479564023	684277	MARTINEZ, JANET (OWNR)	25981	BLUELEAF ST	92553-6880	SEDANO ARMANDO GARCIA	15341 PERRILLA AVE	PARAMOU	90723	51.39	5.14	10.18	66.70
58580725001	475100056	684277	REINA, DORA (OWNR)	11312	BLUEWOOD PL	92557-5532	REYNA JAIME	11312 BLUEWOOD PL	MORENO V	92557	197.90	19.79	39.18	256.86
31312025008	479401020	684277	GONZALEZ, JOSE	12502	BLUNTLEAF CT	92553-4757	GONZALEZ JOSE	12502 BLUNTLEAF CT	MORENO V	92553	255.29	25.53	50.55	331.36

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31317935006	479401023	684277	COASTLINE PROPTERY MANAGEM	12545	BLUNTLEAF CT	92553-4757	PEREZ MARIA	12545 BLUNTLEAF CT	MORENO V	92553	255.29	25.53	50.55	331.36
89247463004	479401024	684277	CRUZ, FRANCISO (OWNR)	12561	BLUNTLEAF CT	92553-4757	CRUZ FRANCISCO J	12561 BLUNTLEAF CT	MORENO V	92553	155.40	15.54	30.77	201.70
68526035007	479401014	684277	LOMELI, MARIA (OWNR)	12590	BLUNTLEAF CT	92553-4757	LOPEZ MARIA T	12590 BLUNTLEAF CT	MORENO V	92553	255.40	25.54	50.57	331.50
61207825005	479401029	684277	STREETS, RODNEY (OWNER)	12635	BLUNTLEAF CT	92553-4751	STREETS RODNEY	12635 BLUNTLEAF CT	MORENO V	92553	332.64	33.26	65.86	431.76
98165615016	479401033	684277	WILLIAMS, LEONARD	12695	BLUNTLEAF CT	92553-4751	WILLIAMS LEONARD LEON	12695 BLUNTLEAF CT	MORENO V	92553	255.29	25.53	50.55	331.36
55078835006	259401004	684277	BURGESS, ROLAND K (OWNR)	22897	BLUSHING BRANCH CT	92557-1846	FEDERAL NATL MORTGAGE ASSN	14523 SW MILLIKAN WAY 200	BEAVERTO	97005	289.81	28.98	57.38	376.16
88612935002	264121047	684277	LETE, MELISSA (OWNR)	11451	BOBOLINK LN	92557-5441	LEPE MIGUEL	11451 BOBOLINK LN	MORENO V	92557	166.37	16.64	32.94	215.94
31455285000	264121041	684277	MENJIVAR, RICK	11527	BOBOLINK LN	92557-5423	MENJIVAR RICARDO N	11527 BOBOLINK LN	MORENO V	92557	326.45	32.65	64.64	423.72
31067145003	264121037	684277	BALL, MICHELE	11587	BOBOLINK LN	92557-5423	BALL JASON A	11587 BOBOLINK LN	MORENO V	92557	255.29	25.53	50.55	331.36
31630625007	264122013	684277	RABB, K C	11592	BOBOLINK LN	92557-5422	RABB KAREN C	11592 BOBOLINK LN	MORENO V	92557	28.96	2.896	5.73	37.58
98251375014	264362021	684277	WHITLEY, JAMES (RENT)	11662	BOBOLINK LN	92557-5415	LEE STELLA	11662 BOBOLINK LN	MORENO V	92557	204.43	20.44	40.48	265.34
86364213003	264361005	684277	PICKARD, CHARISSE (RENT)	11683	BOBOLINK LN	92557-5427	PICKARD ROSALITA M	11683 BOBOLINK LN	MORENO V	92557	50.40	5.04	9.98	65.40
31647815001	487380010	684277	HERNANDEZ, TONY	26359	BODEGA CT	92555-2460	ESCOBAR BALMORE	12601 WILLOW TREE AVE	MORENO V	92553	412.36	41.24	81.65	535.24
93782815001	487380022	684277	CATO, KEVIN & SHERRY	26430	BODEGA CT	92555-2461	FRANKLIN CHARLES W	26430 BODEGA CT	MORENO V	92555	326.22	32.622	64.59	423.42
95709235004	291213015	684277	MAY, DIANA	13668	BOEING ST	92553-8426	LOYA RICHARD A	13668 BOEING ST	MORENO V	92553	255.29	25.53	50.55	331.36
31144675008	291213017	684277	ARDA, VALERIANO	13700	BOEING ST	92553-8423	GARVIDA JESUSA	1816 TALBOTT RD S	RENTON V	98055	155.29	15.53	30.75	201.56
91187125000	291262015	684277	TRIPP, EVELYN	13806	BOEING ST	92553-8517	TRIPP EVELYN	13806 BOEING ST	MORENO V	92553	255.29	25.53	50.55	331.36
97667805002	291261006	684277	LOPEZ, MARIA	13821	BOEING ST	92553-8518	MARTINDALE MICHAEL	13821 BOEING ST	MORENO V	92553	255.29	25.53	50.55	331.36
31106075003	486413024	684277	QUINN, DONALD	26130	BOGOSO LN	92555-2971	QUINN DONALD L	26130 BOGOSO LN	MORENO V	92555	332.64	33.26	65.86	431.76
31213725001	486413021	684277	HEWETT, RASHELL	26131	BOGOSO LN	92555-2971	ABBASFARD MICHAEL ESTATE OF	P O BOX 2739	ALEXANDR	22301	255.40	25.54	50.57	331.50
65257025004	486413028	684277	LU, LINGJU (OWNR)	26180	BOGOSO LN	92555-2971	LU LINGJU	26180 BOGOSO LN	MORENO V	92555	128.14	12.81	25.37	166.32
31266195000	486413015	684277	HAWKINS, ALICIA (RENT)	26191	BOGOSO LN	92555-2971	NUNEZ GERARDO	12202 CANDY LN	GARDEN G	92840	465.12	46.51	92.09	603.72
95521935006	486422030	684277	MEJIA, DENNIS	26240	BOGOSO LN	92555-2972	MEJIA ARNOLD E	26240 BOGOSO LN	MORENO V	92555	255.40	25.54	50.57	331.50
88021195001	308281005	684277	HARRELL, DEBORAH	26505	BONITA HEIGHTS DR	92555-4225	HARRELL NAKITA L	26505 BONITA HEIGHTS DR	MORENO V	92555	255.40	25.54	50.57	331.50
50454565000	308283022	684277	VERNON, NICOLE	26530	BONITA HEIGHTS DR	92555-4224	VERNON NICHOLE H	26530 BONITA HEIGHTS DR	MORENO V	92555	255.29	25.53	50.55	331.36
31280425003	308283021	684277	CARREON, RICK	26540	BONITA HEIGHTS DR	92555-4224	CARREON RICK G	26540 BONITA HEIGHTS DR	MORENO V	92555	255.29	25.53	50.55	331.36
92053155006	308281010	684277	DELGADO, KATHY (OWNR)	26555	BONITA HEIGHTS DR	92555-4225	MARTINGALE INV	319 MAIN ST	EL SEGUND	90245	255.40	25.54	50.57	331.50
68016795009	308281030	684277	GARRIDO, LESLY (RENT)	26595	BONITA HEIGHTS DR	92555-4249	PRIEGO MARIO	26595 BONITA HEIGHTS DR	MORENO V	92555	191.77	19.18	37.97	248.90
58118345000	308283013	684277	JONES, DWIGHT E	26620	BONITA HEIGHTS DR	92552-	JONES DWIGHT E	26620 BONITA HEIGHTS DR	MORENO V	92555	127.77	12.78	25.30	165.84
54897645000	308283012	684277	CAPPUCCILLI, ALBA (RENT)	26630	BONITA HEIGHTS DR	92555-4226	CAREY WAYNE S	4926 CACTUS CT	ALTA LOM	91737	230.87	23.087	45.71	299.66
31299925008	308281022	684277	SAMPSON, JUDITH AND GEORGE	26695	BONITA HEIGHTS DR	92555-4245	SAMPSON GEORGE H	26695 BONITA HEIGHTS DR	MORENO V	92555	255.18	25.518	50.53	331.22
91515333008	308281025	684277	PEREZ, BLANCA (RENT)	26725	BONITA HEIGHTS DR	92555-4236	PEREZ RICARDO	26725 BONITA HEIGHTS DR	MORENO V	92555	83.48	8.348	16.53	108.34
63993105009	308281026	684277	PACE, NYGELLE (RENT)	26735	BONITA HEIGHTS DR	92555-4236	MCCAMBRIDGE JOHN P	26735 BONITA HEIGHTS DR	MORENO V	92555	88.40	8.84	17.50	114.74
67258605008	304190054	684277	DENNIS, CHRISTOPHER (OWNR)	15860	BONITA VERDE CT	92555-5904	DENNIS CHRISTOPHER STEVEN	15860 BONITA VERDE CT	MORENO V	92555	180.40	18.04	35.72	234.14
31521115005	304220067	684277	RAINE, JEFF	15880	BONITA VERDE CT	92555-5905	ESTRADA DANIEL R	15527 HORSESHOE ST	MORENO V	92555	267.81	26.78	53.03	347.60
91983955007	304220065	684277	FORD, TERI	15900	BONITA VERDE CT	92555-5908	FORD JAMES LEE	15900 BONITA VERDE CT	MORENO V	92555	255.29	25.53	50.55	331.36
67157425000	304220058	684277	SIMMONS, LINITA AND BARIN	15909	BONITA VERDE CT	92555-5908	BUTLER BARIN DARCIA	15909 BONITA VERDE CT	MORENO V	92555	255.40	25.54	50.57	331.50
91840005009	304220063	684277	BROWN, TERRANCE	15920	BONITA VERDE CT	92555-5908	NUNO RICARDO	15920 BONITA VERDE CT	MORENO V	92555	255.29	25.53	50.55	331.36
93135243002	473340004	684277	SADLER, DOUG AND DEANNA	11197	BONNIE VIEW AVE	92555-5254	SADLER DOUGLAS L	11197 BONNIE VIEW AVE	MORENO V	92555	332.40	33.24	65.82	431.44
31106185000	473340012	684277	MEDRANO, EMILIO A (RENT)	11248	BONNIE VIEW AVE	92555-5201	MEDRANO AMELIA S	1467 N AVALON BLVD	WILMINGT	90744	128.03	12.80	25.35	166.18
97555585005	487294024	684277	NGUYEN, VINH	12894	BORDEAUX CT	92555-2343	NGUYEN VINH	12894 BORDEAUX CT	MORENO V	92555	183.21	18.32	36.28	237.80
96511135004	482283029	684277	MARTINEZ, FERNANDO AND VIOL	24290	BOSTWICK DR	92553-3513	MARTINEZ FERNANDO C	24290 BOSTWICK DR	MORENO V	92553	91.77	9.18	18.17	119.10
91232283000	482283026	684277	ROJAS, ABRAHAM	24328	BOSTWICK DR	92553-3504	MACIAS JOSE L	24328 BOSTWICK DR	MORENO V	92553	255.18	25.518	50.53	331.22
31386845000	482284016	684277	LUNA, ARTHUR	24355	BOSTWICK DR	92553-3522	LUNA ARTHUR MANUEL	24355 BOSTWICK DR	MORENO V	92553	255.18	25.518	50.53	331.22
31463975009	482283020	684277	GALINDO, CATALINA	24420	BOSTWICK DR	92553-3527	GALINDO JESUS	24420 BOSTWICK DR	MORENO V	92553	63.96	6.40	12.66	83.02
64909675004	482284012	684277	PLASOLA, JESUS	24421	BOSTWICK DR	92553-3503	PLAZOLA JESUS	24421 BOSTWICK DR	MORENO V	92553	255.29	25.53	50.55	331.36
67375375008	482284010	684277	JONES, LATASHA (RENT)	24445	BOSTWICK DR	92553-3503	WEBB GEORGE	401 COLUMBUS CIR	CORONA D	92625	295.08	29.51	58.43	383.00
31250265009	482284001	684277	VALDEZ, GABRIELA	24499	BOSTWICK DR	92553-3503	BASTIDAS LIZ GABRIELA V	24499 BOSTWICK DR	MORENO V	92553	28.14	2.81	5.57	36.52
31410555008	260212010	684277	MIMS, DENNIS L SR (OWNR)	23699	BOUQUET CANYON PL	92557-2949	MIMS DENNIS L	23699 BOUQUET CANYON PL	MORENO V	92557	246.84	24.68	48.87	320.38
59038625000	260212016	684277	WASHINGTON, VERONICA D	23710	BOUQUET CANYON PL	92557-2970	WASHINGTON CHARLES EARL	23710 BOUQUET CANYON PL	MORENO V	92557	255.29	25.53	50.55	331.36
31545265002	260212006	684277	VANNOY, DWAYNE (OWNR)	23723	BOUQUET CANYON PL	92557-2969	VANNOY DWAYNE D	23723 BOUQUET CANYON PL	MORENO V	92557	255.40	25.54	50.57	331.50
81257965006	260212022	684277	PAGE, CYNTHIA (RENT)	23758	BOUQUET CANYON PL	92557-2950	WQ INV CORP	221 N WHEELER	ORANGE C	92869	255.40	25.54	50.57	331.50
31281985003	260211045	684277	KENNEYBREW, KIMBERLY	23771	BOUQUET CANYON PL	92557-2952	KENNEYBREW KIMBERLY M	23771 BOUQUET CANYON PL	MORENO V	92557	101.40	10.14	20.08	131.6
75988725005	260212024	684277	MENDEZ, CESAR (RENT)	23774	BOUQUET CANYON PL	92557-2950	SAUCEDO ALEXANDER PIARCE	23774 BOUQUET CANYON PL	MORENO V	92557	55.40	5.54	10.97	71.9
94668925008	260211043	684277	MILLER, SHEILA	23785	BOUQUET CANYON PL	92557-2952	MILLER ROBERT A	23785 BOUQUET CANYON PL	MORENO V	92557	332.64	33.26	65.86	431.76
49897825000	260211042	684277	WILSON, ROSE	23791	BOUQUET CANYON PL	92557-2952	WILSON ROSE R	23791 BOUQUET CANYON PL	MORENO V	92557	255.29	25.53	50.55	331.36
31598835002	260211025	684277	FLORES, JESUS	23862	BOUQUET CANYON PL	92557-2956	FLORES JESUS	23862 BOUQUET CANYON PL	MORENO V	92557	61.29	6.13	12.14	79.54
96295225005	260211031	684277	MARTINEZ, JOSE	23865	BOUQUET CANYON PL	92557-2956	MARTINEZ MARIA ELENA	23865 BOUQUET CANYON PL	MORENO V	92557	255.29	25.53	50.55	331.36
31414155004	260211026	684277	MACIAS, ELIZABETH	23870	BOUQUET CANYON PL	92557-2956	MACIAS ELIZABETH	23870 BOUQUET CANYON PL	MORENO V	92557	255.29	25.53	50.55	331.36
50348165008	482393001	684277	CENICEROS, FRANK (OWNER)	24854	BOWER ST	92553-5317	CENICEROS FRANK E	24854 BOWER ST	MORENO V	92553	409.51	40.95	81.08	531.54
90314435006	482394001	684277	DUARTE, CAMERINA	24855	BOWER ST	92553-3830	DUARTE CAMERINA	24855 BOWER ST	MORENO V	92553	255.29	25.53	50.55	331.36
97465325002	482393004	684277	RAMIREZ, LEONARD	24900	BOWER ST	92553-5318	GUADARRAMA GLORIA	24900 BOWER ST	MORENO V	92553	255.29	25.53	50.55	331.36
94262055002	482393005	684277	HARO, HERICA AND NICHOLAS	24910	BOWER ST	92553-5318	RIVERVIEW LTD ENTERPRISE	5036 E SYCAMORE	ORANGE C	92869	325.22	32.52	64.39	422.12
50348545009	482394005	684277	TORRES, MANUEL (OWNR)	24913	BOWER ST	92553-3805	DEORELLANA MARGARITA ARREGUIN	24913 BOWER ST	MORENO V	92553	255.40	25.54	50.57	331.50
88741873001	482394007	684277	CHAVEZ, NALLELY (OWNR)	24941	BOWER ST	92553-3805	CHAVEZ NALLELY	24941 BOWER ST	MORENO V	92553	255.40	25.54	50.57	331.50

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95785375004	487410018	684277	GARCIA, ALEJANDRO	13416	BRAD ST	92555-2805	GARCIA ALEJANDRO	13416 BRAD ST	MORENO V	92555	255.29	25.53	50.55	331.36
31656825000	482395014	684277	MORAN, JOSE	24908	BRANCH ST	92553-5319	MORAN JOSE	24908 BRANCH ST	MORENO V	92553	284.20	28.42	56.27	368.88
31408695003	479261020	684277	MARTINEZ, JONATHAN (RENT)	25163	BRANDING IRON WAY	92553-4104	RIVAS NICOLAS	19510 VAN BUREN NO F3	RIVERSIDE	92508	255.40	25.54	50.57	331.50
95820143008	479261017	684277	MORAN, ENEYDA	25207	BRANDING IRON WAY	92553-2316	MORAN ENEYDA M	25207 BRANDING IRON WAY	MORENO V	92553	255.40	25.54	50.57	331.50
92268945005	479261014	684277	PRICE, TRACEY (RENT)	25248	BRANDING IRON WAY	92553-2316	LOPEZ RAYMUNDO	25248 BRANDING IRON WAY	MORENO V	92553	332.40	33.24	65.82	431.44
92487585006	482442007	684277	PENA, MARIA (OWNR)	14088	BRANDT DR	92553-6701	PENA MARIA ISABEL	14088 BRANDT DR	MORENO V	92553	255.40	25.54	50.57	331.50
97672233002	482443007	684277	VILLASENOR, EDUARDO (RENT)	14157	BRANDT DR	92553-6705	ZHANG WEI SI	1812 2ND ST	DUARTE C	91010	464.38	46.44	91.95	602.76
83790125001	482442014	684277	SOTO, MARIA	14184	BRANDT DR	92553-6706	SOTO JIMMY CHAVEZ	14184 BRANDT DR	MORENO V	92553	332.40	33.24	65.82	431.44
31655365008	482443009	684277	BLACK, YURINE	14185	BRANDT DR	92553-6705	WHITE JOE HOLLIS	10311 STAR SHINE DR	MORENO V	92557	187.92	18.792	37.21	243.92
83543375001	482442015	684277	PALMAS, CYNTHIA (RENT)	14198	BRANDT DR	92553-6706	PADILLA OSCAR	14198 BRANDT DR	MORENO V	92553	268.06	26.81	53.08	347.94
87153023009	482442016	684277	ZURITA, SUSAN (RENT)	14212	BRANDT DR	92553-6745	HAWKINS TIMOTHY	14212 BRANDT DR	MORENO V	92553	326.27	32.63	64.60	423.48
96418035003	486416004	684277	STEWART, CAROLYN (OWNR)	15430	BRASA LN	92555-2922	STEWART CAROLYN	15430 BRASA LN	MORENO V	92555	255.18	25.518	50.53	331.22
59809095005	486431001	684277	GUTIERREZ, MARIA	15485	BRASA LN	92555-2923	GUTIERREZ MARIA V	15485 BRASA LN	MORENO V	92555	255.29	25.53	50.55	331.36
31078595005	316061012	684277	GARCIA, JOEL (RENT)	16221	BREEZEWOOD CT	92551-7231	LEE LINDA	810 S MINNIE ST NO 14	SANTA AN	92701	142.94	14.294	28.30	185.52
31543075005	316081004	684277	VASQUEZ, LEOCADIO & CELYA	16282	BREEZEWOOD CT	92551-7230	LOPEZ LEOCADIO VASQUEZ	16282 BREEZEWOOD ST	MORENO V	92551	30.86	3.09	6.11	40.04
89109133006	316081008	684277	TLYER, PATRICE	16328	BREEZEWOOD CT	92551-7232	BENOIT OSWALD L	16328 BREEZEWOOD ST	MORENO V	92551	255.40	25.54	50.57	331.50
92778895003	316082020	684277	RODRIGUEZ, KIMMY (OWNR)	16293	BREEZEWOOD ST	92551-7231	RODRIGUEZ PHILLIP A	16293 BREEZEWOOD ST	MORENO V	92551	55.96	5.60	11.08	72.62
31079605001	316081007	684277	RUDOLPH, ANTHONY (RENT)	16316	BREEZEWOOD ST	92551-7232	ANAYA ARTURO	16316 BREEZEWOOD ST	MORENO V	92551	255.40	25.54	50.57	331.50
31446365002	316081009	684277	RODRIGUEZ, NOE	16340	BREEZEWOOD ST	92551-7232	RODRIGUEZ NOE	16340 BREEZEWOOD ST	MORENO V	92551	155.18	15.518	30.73	201.42
96104625005	260163015	684277	WILSON, LILLIE (RENT)	23584	BREEZY MEADOW CT	92557-3927	PIERCE VIRLEY	23584 BREEZY MEADOW CT	MORENO V	92557	132.40	13.24	26.22	171.84
96223535002	260151014	684277	MARQUEZ, SARAH (RENT)	23699	BREEZY MEADOW CT	92557-3909	SCHUMM SCOTT A	10129 ESCORIAL CT	MORENO V	92557	176.87	17.687	35.02	229.56
31336515004	260181016	684277	WARE, SHANEQUA (RENT)	10669	BREEZY MEADOW DR	92557-3815	HERNANDEZ ABEL	10669 BREEZY MEADOW DR	MORENO V	92557	271.53	27.15	53.76	352.44
88977515007	260182017	684277	WEBSTER, DERRICK	10700	BREEZY MEADOW DR	92557-3820	WEBSTER DERRICK	10700 BREEZY MEADOW DR	MORENO V	92557	255.29	25.53	50.55	331.36
31331425004	260181021	684277	IWEKA, FRIDA (OWNR)	10709	BREEZY MEADOW DR	92557-3816	IWEKA FRIDA N	10709 BREEZY MEADOW DR	MORENO V	92557	191.77	19.18	37.97	248.90
31143905002	260181022	684277	TRAN, JENNIFER	10717	BREEZY MEADOW DR	92557-3816	TRAN JENNIFER T	10717 BREEZY MEADOW DR	MORENO V	92557	183.21	18.32	36.28	237.80
93288275002	260161018	684277	RAMIREZ, VICTOR	10845	BREEZY MEADOW DR	92557-3985	RAMIREZ VICTOR	10845 BREEZY MEADOW DR	MORENO V	92557	63.29	6.33	12.53	82.14
90629743002	260161017	684277	SAULET, AZIZI (OWNR)	10857	BREEZY MEADOW DR	92557-3985	MENENDEZ JOSE J	10857 BREEZY MEADOW DR	MORENO V	92557	255.40	25.54	50.57	331.50
87029755007	260163005	684277	RODRIGUEZ, HECTOR ANTHONY	10878	BREEZY MEADOW DR	92557-3986	RODRIGUEZ HECTOR ANTONY	10878 BREEZY MEADOW DR	MORENO V	92557	310.83	31.08	61.54	403.44
75324525005	260163007	684277	OWENS, MALCOLM	10902	BREEZY MEADOW DR	92557-3929	THR CALIF	410 N MAIN ST	CORONA C	92880	104.59	10.46	20.71	135.74
93487973003	260161011	684277	SINGH, ALLEN	10929	BREEZY MEADOW DR	92557-3930	SINGH ALLEN R	10929 BREEZY MEADOW DR	MORENO V	92557	255.29	25.53	50.55	331.36
60632505002	264163004	684277	GARCIA, REINA (RENT)	23313	BREEZY WAY	92557-6126	GONZALEZ HECTOR	13105 LARKHAVEN DR	MORENO V	92553	128.14	12.81	25.37	166.32
31451745003	264162025	684277	CHISHOLM, KEITH (OWNR)	23324	BREEZY WAY	92557-6125	CHISHOLM KEITH	27737 VIA DE LA REAL	MORENO V	92555	255.40	25.54	50.57	331.50
70566915004	264162024	684277	YUMO, MARGIE	23340	BREEZY WAY	92557-6125	PALOMAREZ ROBERT	24766 THORNBERRY CIR	MORENO V	92557	191.33	19.13	37.88	248.34
31506275002	264163008	684277	OWENS, AMESHA MONIQUE (REN	23345	BREEZY WAY	92557-6126	WADE BRITTANY S	23345 BREEZY WAY	MORENO V	92557	227.03	22.70	44.95	294.68
31376015005	482253023	684277	OWENS, SHANTE (RENT)	14836	BRENTSTONE ST	92553-3906	MARTINEZ MARIA L	14836 BRENTSTONE ST	MORENO V	92553	255.40	25.54	50.57	331.50
31346155008	291511016	684277	CORONEL, ANTHONY	13066	BRENTWOOD LN	92553-7886	VILLANUEVA JOSEFINA	13066 BRENTWOOD LN	MORENO V	92553	332.16	33.216	65.77	431.14
87520075008	291522007	684277	DIRKE, DIANA (RENT)	13105	BRENTWOOD LN	92553-7890	LIU WU HUI	3948 PECK RD	EL MONTE	91732	185.92	18.592	36.81	241.32
92278505006	291521003	684277	CORTEZ, IGNACIO (RENT)	13114	BRENTWOOD LN	92553-7889	CORTEZ CRISTINA	13114 BRENTWOOD LN	MORENO V	92553	255.40	25.54	50.57	331.50
93792575000	291521008	684277	RUIZ, JOSE (RENT)	13174	BRENTWOOD LN	92553-7891	FLORES EDUARDO	13174 BRENTWOOD LN	MORENO V	92553	191.77	19.18	37.97	248.90
52979675001	291521009	684277	BURROLOA, RAYMOND (OWNR)	13186	BRENTWOOD LN	92553-7891	BURROLA RAYMOND	13186 BRENTWOOD LN	MORENO V	92553	117.94	11.79	23.35	153.08
93422345003	291521010	684277	KHUC, TAN (OWNR)	13198	BRENTWOOD LN	92553-7891	KHUC TAN	13198 BRENTWOOD LN	MORENO V	92553	183.90	18.39	36.41	238.70
67092155005	487042009	684277	FISHER, RENA	12282	BREWSTER DR	92555-1818	FISHER MARTELL T	12282 BREWSTER DR	MORENO V	92555	332.64	33.26	65.86	431.76
75324915003	487043002	684277	THOMAS, WILLAM (RENT)	12339	BREWSTER DR	92555-1820	RAMISCAL ADRIANO ALLEN	902 MIKE ASHTON RD	HEDGESVII	25427	63.96	6.40	12.66	83.02
91613783006	487042016	684277	MACK, ODESSA	12348	BREWSTER DR	92555-1821	MACK ODESSA ESTATE OF	12348 BREWSTER DR	MORENO V	92555	255.40	25.54	50.57	331.50
31373015002	487052005	684277	LOVE, TERI (RENT)	12404	BREWSTER DR	92555-1822	SADIK MIKE	12404 BREWSTER DR	MORENO V	92555	255.40	25.54	50.57	331.50
87358205006	482662044	684277	NORWOOD, ANNIE (RENT)	14769	BRIANA ST	92553-7695	DELTORO JAVIER	241 E FRANKLIN AVE	POMONA C	91766	236.68	23.67	46.86	307.20
31396745000	482661003	684277	BLACHE, CONSTANCE	14778	BRIANA ST	92553-7694	ROBERTS CONSTANCE	14778 BRIANA ST	MORENO V	92553	255.29	25.53	50.55	331.36
1.0112E+11	482662040	684277	GROSS, CARLA	14803	BRIANA ST	92553-7616	SCHWAB JOHNNY WILLIAM	PO BOX 72	SKYFOREST	92385	255.29	25.53	50.55	331.36
31180805005	482661005	684277	GOMSI, NOELLE (RENT)	14804	BRIANA ST	92553-7614	MORENO ARMANDO	9255 ELM VISTA DR	DOWNEY	90242	255.40	25.54	50.57	331.50
97306895008	482661008	684277	YRIGOYEN, DENISE	14822	BRIANA ST	92553-7614	YRIGOYEN LEROY R	14822 BRIANA ST	MORENO V	92553	332.40	33.24	65.82	431.44
72074515001	482663014	684277	IBARRA, MANUEL AND CLAUDIA (F	14867	BRIANA ST	92553-7633	BLANCO IRMA A	16125 TULLOCK ST	FONTANA	92335	135.40	13.54	26.81	175.74
93862135004	482661014	684277	PORTIS, WALTER	14876	BRIANA ST	92553-7696	PORTIS WALTER LEE	14876 BRIANA ST	MORENO V	92553	91.66	9.17	18.15	118.96
57750655005	482663013	684277	CRUZ, MARTHA	14879	BRIANA ST	92553-7633	CRUZ FLORENTINO	14879 BRIANA ST	MORENO V	92553	105.18	10.518	20.83	136.52
57878255008	482663012	684277	KNIGHT, IDELLA	14887	BRIANA ST	92553-7633	KNIGHT IDELLA	14887 BRIANA ST	MORENO V	92553	255.29	25.53	50.55	331.36
31598955006	482674019	684277	FIGUEROA, JOLLY (RENT)	14925	BRIANA ST	92553-7632	MORRIS BRUCE	15740 LASSELLE ST APT O	MORENO V	92551	255.40	25.54	50.57	331.50
64380925006	482674016	684277	CASTRO, CARLOS	14967	BRIANA ST	92553-7632	CASTRO CARLOS PEREZ	14967 BRIANA ST	MORENO V	92553	255.40	25.54	50.57	331.50
52288715009	264133037	684277	PACHECO, MARIA ISABEL	11769	BRIAR KNOLL PL	92557-6239	PACHECO MARIA ISABEL	11769 BRIAR KNOLL PL	MORENO V	92557	255.29	25.53	50.55	331.36
55869035006	264133035	684277	MC WHORTER, GREG	11785	BRIAR KNOLL PL	92557-6239	MCWHORTER GREGORY R	P O BOX 641	MORENO V	92556	255.29	25.53	50.55	331.36
51422055003	264133032	684277	STEPHENS, WILBUR (RENT)	11809	BRIAR KNOLL PL	92557-6230	REIS SEAN	29 MOUNTAIN LAUREL	TRABUCO	92679	159.35	15.94	31.55	206.82
97913875005	264131002	684277	WESTON, YOLANDA (RENT)	11814	BRIAR KNOLL PL	92557-6229	REIS SEAN P	29 MOUNTAIN LAUREL	TRABUCO	92679	48.64	4.864	9.63	63.12
55072935008	264133028	684277	ROBERTS, ALLYSON (RENT)	11841	BRIAR KNOLL PL	92557-6231	WANG PAUL PU	5570 ROBINHOOD AVE	TEMPLE CI	91780	162.23	16.223	32.12	210.56
31474715001	264131006	684277	GLOUER, PEDDIE (RENT)	11846	BRIAR KNOLL PL	92557-6229	JXO INV	5112 LIPIZZAN PL	RANCHO C	91737	255.40	25.54	50.57	331.50
86114543003	264133027	684277	ROSALES JR, JOSE M	11849	BRIAR KNOLL PL	92557-6231	ROSALES JOSE M	11849 BRIAR KNOLL PL	MORENO V	92557	191.66	19.17	37.95	248.76
75886065009	264131007	684277	TAYLOR, JEREMY	11854	BRIAR KNOLL PL	92557-6229	TAYLOR JEREMY	11854 BRIAR KNOLL PL	MORENO V	92557	128.14	12.81	25.37	166.32
90150953004	264133024	684277	GUZMAN, EILEEN (RENT)	11873	BRIAR KNOLL PL	92557-6231	TAMAYO RICHARD C	11873 BRIAR KNOLL PL	MORENO V	92557	255.40	25.54	50.57	331.50

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93287785007	264131013	684277	STARK, BREANNA (OWNR)	11900	BRIAR KNOLL PL	92557-6241	STARK MATTHEW A	11900 BRIAR KNOLL PL	MORENO V	92557	255.40	25.54	50.57	331.50
89681273004	264131014	684277	VARLA , DIANNA	11908	BRIAR KNOLL PL	92557-6241	VARELA INEZ F	11908 BRIAR KNOLL PL	MORENO V	92557	255.29	25.53	50.55	331.36
31387575004	487041017	684277	CHEWNING, ROBIN	26020	BRIDGER ST	92555-1815	PAREDES ALBERTO	26020 BRIDGER ST	MORENO V	92555	255.40	25.54	50.57	331.50
87110553007	487041032	684277	CHERRY, ROBERT	26031	BRIDGER ST	92555-1816	CHERRY ROBERT E	26031 BRIDGER ST	MORENO V	92555	255.29	25.53	50.55	331.36
1.01139E+11	479263005	684277	GARCIA, ARIANA (OWNR)	25153	BRIDLE TRAIL RD	92553-4174	GIRON JORGE A	25153 BRIDLE TRAIL RD	MORENO V	92553	255.29	25.53	50.55	331.36
58648075002	475131001	684277	DELAWYER, PATTY	11381	BRIGHT STAR TRL	92557-5617	DELAWYER KEVIN	11381 BRIGHT STAR TR	MORENO V	92557	332.40	33.24	65.82	431.44
92505165003	475131004	684277	BRADLEY, ANTA	11417	BRIGHT STAR TRL	92557-5617	BRADLEY ANTA	11417 BRIGHT STAR TR	MORENO V	92557	55.29	5.53	10.95	71.76
69544495002	475131005	684277	NUNEZ, GLORIA	11433	BRIGHT STAR TRL	92557-5617	CHAVEZ GUADALUPE	11433 BRIGHT STAR TR	MORENO V	92557	255.40	25.54	50.57	331.50
67003645000	475131006	684277	SANCHEZ, HERMAN	11445	BRIGHT STAR TRL	92557-5617	SANCHEZ HERMENEGILDO	11445 BRIGHT STAR TR	MORENO V	92557	255.29	25.53	50.55	331.36
68593185005	263210006	684277	GOTTSCHALK FAMILY TRUST	21824	BRILL RD	92553-8119	GOTTSCHALK BRIAN	21824 BRILL RD	MORENO V	92553	332.40	33.24	65.82	431.44
48555235009	263210014	684277	DIAZ, JORGE	21825	BRILL RD	92553-8120	DIAZ REYNA	21825 BRILL RD	MORENO V	92553	332.40	33.24	65.82	431.44
69208605001	263210007	684277	GOTTSCHALK, ETHAN AND SYLVIA	21834	BRILL RD	92553-8119	GOTTSCHALK BRIAN	21824 BRILL RD	MORENO V	92553	255.18	25.518	50.53	331.22
84858465003	263210013	684277	SCHILLING, CHERI	21835	BRILL RD	92553-8120	COBO ANA	21835 BRILL RD	MORENO V	92553	332.40	33.24	65.82	431.44
31079615009	263210041	684277	FUDGE, PEARLIE (RENT) APTS	21959	BRILL RD	92553-8132	LAM LAUREN	119 SCHOOL ST	CORONA C	92882	841.71	84.17	166.66	1092.52
94739685007	487500021	684277	WURZER, KATHERINE	13625	BRISBANE CT	92555-2552	WURZER KATHERINE	13625 BRISBANE CT	MORENO V	92555	255.40	25.54	50.57	331.50
31573575009	487500024	684277	KIRKLAND, CRAIG AND MICHELLE	13661	BRISBANE CT	92555-2552	KIRKLAND CRAIG	13661 BRISBANE CT	MORENO V	92555	101.29	10.13	20.06	131.46
95794875001	487500015	684277	BARGER, JOHN (OWNR)	13662	BRISBANE CT	92555-2552	HANSON RACQUEL	13662 BRISBANE CT	MORENO V	92555	255.40	25.54	50.57	331.50
31113125009	474642004	684277	SILBERA, LEONOR (OWNR)	25237	BRISTOL AVE	92557-6501	SAMANIEGO JOAQUIN	25237 BRISTOL AVE	MORENO V	92557	255.29	25.53	50.55	331.36
77678955001	291562027	684277	VIALPANDO, PHIL	12840	BRITTANIA CT	92553-1847	VIALPANDO PHILLIP S	12840 BRITTANIA CT	MORENO V	92553	255.40	25.54	50.57	331.50
31537495001	260072002	684277	RIDER, TREMAINE (RENT)	23944	BRITTLEBUSH CIR	92557-2933	VAN LUCY	23944 BRITTLEBUSH CIR	MORENO V	92557	252.97	25.30	50.09	328.34
86861745007	291501009	684277	EVANS, TYWON	12042	BRIXTON CT	92557-6833	EVANS TYWON	12042 BRIXTON CT	MORENO V	92557	332.40	33.24	65.82	431.44
87094485008	291501008	684277	URMENETA, CARLOS	12056	BRIXTON CT	92557-6833	URMENETA CARLOS A	12056 BRIXTON CT	MORENO V	92557	250.67	25.07	49.63	325.36
31593505002	291503035	684277	SOWELL, LATASHA (RENT)	12198	BRIXTON CT	92557-6844	GREENE CRAIG	12198 BRIXTON CT	MORENO V	92557	332.64	33.26	65.86	431.76
89783995007	291503031	684277	NAVARRO, NATHAN (RENT)	12250	BRIXTON CT	92557-6835	SAIZ DAVID F	4620 N CONEY AVE	COVINA C	91722	304.87	30.49	60.36	395.72
31096995003	479402034	684277	COLEMAN, STEPHANIE	12524	BROADLEAF LN	92553-4771	COLEMAN STEPHANIE SUE	12524 BROADLEAF LN	MORENO V	92553	41.22	4.12	8.16	53.50
51649495009	479401003	684277	BESSENT, PATRICIA	12533	BROADLEAF LN	92553-4721	BESSENT RUSSELL I	12533 BROADLEAF LN	MORENO V	92553	332.40	33.24	65.82	431.44
31307305009	479402033	684277	BARRERA, MOISES	12536	BROADLEAF LN	92553-4771	LOPEZ LISSETTE G	12536 BROADLEAF LN	MORENO V	92553	228.96	22.896	45.33	297.18
82975655007	479402030	684277	BOOKER, IRA	12572	BROADLEAF LN	92553-4771	BOOKER IRA	12572 BROADLEAF LN	MORENO V	92553	332.40	33.24	65.82	431.44
50349655009	479402024	684277	JONES, GWENDOLYN	12644	BROADLEAF LN	92553-4772	JONES GWENDOLYN	12644 BROADLEAF LN	MORENO V	92553	131.66	13.17	26.07	170.88
31338215003	479401010	684277	GOGLIA, APRIL (OWNR)	12667	BROADLEAF LN	92553-4722	GOGLIA DIAN FRANCO	12667 BROADLEAF LN	MORENO V	92553	332.64	33.26	65.86	431.76
31487005002	479402020	684277	BLANCHE, JOANNE	12692	BROADLEAF LN	92553-4772	NGUYEN CHARLES T	12692 BROADLEAF LN	MORENO V	92553	255.18	25.518	50.53	331.22
81357725005	482341001	684277	SLIKER, DANIEL	24011	BRODIAEA AVE	92553-6708	TODD ROBERT PAUL	24011 BRODIAEA AVE	MORENO V	92553	139.36	13.94	27.59	180.88
1.00672E+11	482341004	684277	MONTEROSA, KARLA (RENT)	24063	BRODIAEA AVE	92553-6708	ESCAMILLA ROBERTO MURILLO	24063 BRODIAEA AVE	MORENO V	92553	127.26	12.726	25.20	165.18
97097885005	482500002	684277	CEJA, ROLANDO (ONWR)	24480	BRODIAEA AVE	92553-3512	CEJA ROLANDO I	24480 BRODIAEA AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31103175009	482500001	684277	ANDRADE, JOHN (RENT)	24494	BRODIAEA AVE	92553-3512	SBR MANAGEMENT	16196 JACOBS CIR	RIVERSIDE	92504	63.63	6.363	12.60	82.58
94252425005	482451050	684277	MARSH, DIANNE (OWNR)	24547	BRODIAEA AVE	92553-3978	MARSH DIANNE	24547 BRODIAEA AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31349335005	482451001	684277	CARMONA, GABRIEL AND HILDA ((	24631	BRODIAEA AVE	92553-5801	CARMONA GABRIEL	24631 BRODIAEA AVE	MORENO V	92553	135.29	13.53	26.79	175.60
68527445009	482451004	684277	PRADO, ROBERT	24677	BRODIAEA AVE	92553-5801	PRADO ROBERT W	24677 BRODIAEA AVE	MORENO V	92553	255.18	25.518	50.53	331.22
95682585009	482611004	684277	FIGUEROA, ALMA (OWNR)	24793	BRODIAEA AVE	92553-5803	FIGUEROA ALMA R	24793 BRODIAEA AVE	MORENO V	92553	63.96	6.40	12.66	83.02
86565865008	482611006	684277	FLORES, VERONICA AND NORMA	24815	BRODIAEA AVE	92553-5857	FLORES VERONICA	24815 BRODIAEA AVE	MORENO V	92553	255.29	25.53	50.55	331.36
86494085005	482611010	684277	AVILA, ALBERT	24871	BRODIAEA AVE	92553-5857	KOH KOKMENG	5632 PAL MAL AVE	TEMPLE CI	91780	374.78	37.48	74.21	486.46
54669255004	482614004	684277	MILLER, THOMAS	24957	BRODIAEA AVE	92553-5849	MILLER TIMOTHY E	24957 BRODIAEA AVE	MORENO V	92553	255.29	25.53	50.55	331.36
97428275000	482614001	684277	REID, ELIZABETH	24999	BRODIAEA AVE	92553-5849	REID ELIZABETH M	P O BOX 10271	MORENO V	92552	255.29	25.53	50.55	331.36
97144375002	484111001	684277	FARANSO, GEORGE	25015	BRODIAEA AVE	92553-4428	PROMINENT ENTERPRISES INC	1500 E TROPICANA STE 132	LAS VEGAS	89119	255.18	25.518	50.53	331.22
94738235004	484113003	684277	CAIN, MIJANAE (RENT)	25217	BRODIAEA AVE	92553-4430	MERAZ DAVID	25217 BRODIAEA AVE	MORENO V	92553	108.01	10.801	21.39	140.18
97047985009	484113001	684277	BAUGH, FRANK (OWNR)	25245	BRODIAEA AVE	92553-4430	NPL HOME	13405 INGLEWOOD AVE STE S	HAWTHOR	90250	115.28	11.53	22.83	149.62
60149355008	484101009	684277	THOMPSON, ANTHONY (RENT)	25285	BRODIAEA AVE	92553-4431	MENDEZ JAVIER	25285 BRODIAEA AVE	MORENO V	92553	120.81	12.08	23.92	156.80
31648555003	484042028	684277	ESQUIVEL, NORA (RENT)	25292	BRODIAEA AVE	92553-4402	GARCIA JUAN ERNESTO	25292 BRODIAEA AVE	MORENO V	92553	255.29	25.53	50.55	331.36
80932785003	484042031	684277	BERNEDEZ, JULIA	25328	BRODIAEA AVE	92553-4402	GONZALES JOYCELYN	1225 LERMA RD	SOUTH EL	91733	162.16	16.22	32.11	210.48
97504725004	484101005	684277	TORRES, MIRIAM (OWNR)	25333	BRODIAEA AVE	92553-4431	TORRES ALBINO L	25333 BRODIAEA AVE	MORENO V	92553	63.63	6.363	12.60	82.58
63815795009	484101004	684277	ROBLEDO, VERONICA	25345	BRODIAEA AVE	92553-4431	ROBLEDO VERONICA ANNET	25345 BRODIAEA AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31246205000	484101002	684277	NIEDERMAN, LORI	25369	BRODIAEA AVE	92553-4431	LEJA ERIC ROSS	6601 RAVEN CIR	RIVERSIDE	92509	255.29	25.53	50.55	331.36
31131535005	484092018	684277	HEISSER, GENE	25637	BRODIAEA AVE	92553-4949	HEISSER GENE	25637 BRODIAEA AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31642525003	484092023	684277	SOZA, DANIEL J AND RACHEAL	25695	BRODIAEA AVE	92553-4949	SOZA DANIEL	11902 HEWES ST	ORANGE C	92869	255.29	25.53	50.55	331.36
86756085007	484060004	684277	TORRES, ANTONIA	25720	BRODIAEA AVE	92553-4909	ORELLANA MANUEL DE JESUS	25720 BRODIAEA AVE	MORENO V	92553	215.18	21.518	42.61	279.31
62190785000	484060001	684277	RICHARD, DONNELL	25756	BRODIAEA AVE	92553-4909	RICHARD DONNELL	25756 BRODIAEA AVE	MORENO V	92553	332.40	33.24	65.82	431.44
95101765002	484071001	684277	RUSSELL, ANNA (RENT)	25768	BRODIAEA AVE	92553-4909	CORRALES BEATRIZ BELTRAN	25768 BRODIAEA AVE	MORENO V	92553	123.31	12.331	24.42	160.04
75348555007	484071002	684277	TREJO, AMALIA	25780	BRODIAEA AVE	92553-4909	TREJO AMALIA	25780 BRODIAEA AVE	MORENO V	92553	55.29	5.53	10.95	71.76
66788875008	484082027	684277	PALMER, ELVIE LEE	25805	BRODIAEA AVE	92553-2943	PALMER ELZIE LEE	25805 BRODIAEA AVE	MORENO V	92553	332.40	33.24	65.82	431.44
97058815002	484082026	684277	SPELL, ALLEN AND DIANE	25817	BRODIAEA AVE	92553-2943	SPELL ALLAN	25817 BRODIAEA AVE	MORENO V	92553	162.24	16.22	32.12	210.58
74134925005	484072014	684277	OLDS, ANN	25854	BRODIAEA AVE	92553-4940	BILBEISI MOHAMMED	P O BOX 8049	MORENO V	92552	191.66	19.17	37.95	248.76
95682225005	484072009	684277	RAMOS, MARCIA	25908	BRODIAEA AVE	92553-2942	TOSTADO GASPAR	25908 BRODIAEA AVE	MORENO V	92553	450.93	45.09	89.28	585.30
91616943006	484072006	684277	CHAVEZ, LATISHA (OWNR)	25938	BRODIAEA AVE	92553-4911	CHAVEZ LATISHA	25938 BRODIAEA AVE	MORENO V	92553	255.40	25.54	50.57	331.50
95993815002	478322002	684277	BALLARD, STEVE	28291	BRODIAEA AVE	92555-6232	C E M G INC	4002 THE STRAND	MANHATT	90266	49.16	4.92	9.73	63.80
31273715007	478330002	684277	RENDEROS, JOSE (OWNR)	28431	BRODIAEA AVE	92555-6234	RENDEROS ALEJANDRA	28431 BRODIAEA AVE	MORENO V	92555	361.60	36.16	71.60	469.34

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95052155005	478132017	684277	MAYNE, RICK	28882	BRODIAEA AVE	92555-6903	SECRETARY HOUSING & URBAN DEV OF	400 NATIONAL WAY	SIMI VALLE	93065	228.96	22.896	45.33	297.18
89335633002	478132018	684277	WALTERS, COLTEN (RENT)	28910	BRODIAEA AVE	92555-6906	WALTERS CORY	28910 BRODIAEA AVE	MORENO V	92555	105.40	10.54	20.87	136.80
87849675005	291535005	684277	FERNANDEZ, NATALIE	22691	BROMPTON ST	92553-1836	FERNANDEZ NATALIE	22691 BROMPTON ST	MORENO V	92553	255.29	25.53	50.55	331.36
93171695002	291535002	684277	CURRIE, GORDON	22721	BROMPTON ST	92553-1806	CURRIE GELMA M	22721 BROMPTON ST	MORENO V	92553	255.29	25.53	50.55	331.36
95947413002	291533022	684277	OMORUYI, GENEVIEVE (RENT)	22780	BROMPTON ST	92553-1807	WU MAO LIN	1528 SILMAN ST	HACIENDA	91745	178.66	17.87	35.37	231.90
31087515003	291541036	684277	OLAIZ, RAUL	22940	BROMPTON ST	92553-1840	OLAIZ RAUL	22940 BROMPTON ST	MORENO V	92553	191.77	19.18	37.97	248.90
94308555008	291541037	684277	ROMERO, ARGENTINA	22950	BROMPTON ST	92553-1840	VILLAFUERTE CLAUDIA	22950 BROMPTON ST	MORENO V	92553	65.40	6.54	12.95	84.88
31299945004	291541041	684277	HUESO, JOANNE (OWNR)	22971	BROMPTON ST	92553-1804	TREJO EDDIE ALEJANDRO	22971 BROMPTON ST	MORENO V	92553	128.14	12.81	25.37	166.32
31161655006	308530009	684277	TORRES, EMMA	17217	BRONCO LN	92555-3371	TORRES GILDARDO	17217 BRONCO LN	MORENO V	92555	105.18	10.518	20.83	136.52
98335795017	308530010	684277	HORTON, JOMO (RENT)	17223	BRONCO LN	92555-3371	FESSLER BRADLEY GEORGE	1219 HORNBLEND ST APT D	SAN DIEGO	92109	255.40	25.54	50.57	331.50
31442575007	308530011	684277	HOWARD, TRACY (RENT)	17229	BRONCO LN	92555-3371	LARSON SCOTT	P O BOX 2312	RANCHO C	91729	255.40	25.54	50.57	331.50
91433773001	308530015	684277	MORENO, JULIETTE (RENT)	17253	BRONCO LN	92555-3371	MEDRANO MICHAEL C	17253 BRONCO LN	MORENO V	92555	255.40	25.54	50.57	331.50
31305085009	308530018	684277	KUCSAN, MICHAEL	17271	BRONCO LN	92555-3371	DALLIN	5440 TRABUCO RD STE 200	IRVINE CA	92620	255.40	25.54	50.57	331.50
31505775009	308530021	684277	CESENA , DIVINA (RENT)	17289	BRONCO LN	92555-3371	CASTRO ROBERT C	17289 BRONCO LN	MORENO V	92555	63.96	6.40	12.66	83.02
65925595006	308531008	684277	COVARUBIAS, MARIA (OWNR)	17298	BRONCO LN	92555-3373	ALVARADO SALVADOR	17298 BRONCO LN	MORENO V	92555	255.40	25.54	50.57	331.50
31049345009	312301029	684277	MILLER, AROL	25297	BRONSON CT	92551-2412	MILLER AROL G	25297 BRONSON CT	MORENO V	92551	255.40	25.54	50.57	331.50
31466025002	312301033	684277	HERNANDEZ, PEDRO	25316	BRONSON CT	92551-2412	HERNANDEZ MARIA D	25316 BRONSON CT	MORENO V	92551	255.40	25.54	50.57	331.50
91415285001	312301026	684277	ROGERS, OFELIA	25327	BRONSON CT	92551-2412	ROGERS DANIEL C	25327 BRONSON CT	MORENO V	92551	255.29	25.53	50.55	331.36
90756813008	479661019	684277	RAX, JONATHAN DR	25160	BRONZE DR	92557-7444	RAX JONATHAN	25160 BRONZE	MORENO V	92557	255.29	25.53	50.55	331.36
97812295001	479661021	684277	CHILSON, ERIC (RENT)	25184	BRONZE DR	92557-7444	NGUYEN KAITLYN	25184 BRONZE DR	MORENO V	92557	40.76	4.076	8.07	52.9
98021065016	479662009	684277	SWANIKER, GEORGE	25243	BRONZE DR	92557-7443	SWANIKER GEORGE	25243 BRONZE DR	MORENO V	92557	255.29	25.53	50.55	331.36
31117115002	479662004	684277	TERRY JR, CECIL	25252	BRONZE DR	92557-7445	TERRY CECIL E	25252 BRONZE DR	MORENO V	92557	255.29	25.53	50.55	331.36
59698925008	479662007	684277	PLAYER, TATANISHA	25267	BRONZE DR	92557-7443	PLAYER TATANISHA	25267 BRONZE DR	MORENO V	92557	255.29	25.53	50.55	331.36
59698925013	479662011	684277	SOTELO, LETICIA	25215	BRONZE DR	92557-7443	PROPERTY OWNER	#REF!	#REF!	#REF!	68.96	6.896	13.65	89.5
95842995003	292084013	684277	RENDON, JAIME	23301	BROOKHAVEN DR	92553-5922	RENDON JAIME S	23301 BROOKHAVEN DR	MORENO V	92553	255.29	25.53	50.55	331.36
31322585009	259391002	684277	POATS, EUGENE (OWNR)	22937	BROOKHOLLOW WAY	92557-1842	POATS EUGENE	22937 BROOKHOLLOW WAY	MORENO V	92557	332.40	33.24	65.82	431.44
91690555002	260252008	684277	ELLIOT, ALICIA AND MALCOLM (RE	10312	BROOKMEAD DR	92557-2613	ROYAL DAVID Q	3525 N ORANGEWOOD AVE	RIALTO CA	92377	255.40	25.54	50.57	331.50
31603005004	260252004	684277	SALOMON, DEBBIE	10344	BROOKMEAD DR	92557-2613	SOLOMON DEBBIE A	10344 BROOKMEAD DR	MORENO V	92557	332.40	33.24	65.82	431.44
97443955006	260203001	684277	BELL, JAMES (OWNR)	10375	BROOKMEAD DR	92557-2614	HEILIGMAN OTTO ROBERT	10375 BROOKMEAD DR	MORENO V	92557	63.28	6.33	12.53	82.12
99786973002	260203002	684277	STRAUGHTER, VERONICA (RENT)	10383	BROOKMEAD DR	92557-2614	WAGONER FRED	P O BOX 9675	MORENO V	92552	63.96	6.40	12.66	83.02
87976485006	260202007	684277	JONES, FRED	10384	BROOKMEAD DR	92557-2613	CHANDRA ARATI	14742 BEACH BLV NO 272	LA MIRADA	90638	255.40	25.54	50.57	331.50
31093795002	260202004	684277	ORNELAS, LORI	10408	BROOKMEAD DR	92557-2683	VARGAS LINDA S	841 ROBINSON CREEK DR	PROSPER	75078	255.29	25.53	50.55	331.36
93159335003	260202001	684277	HAYNES, NATALIE	10432	BROOKMEAD DR	92557-2683	HAYNES NATALIE A	10432 BROOKMEAD DR	MORENO V	92557	255.29	25.53	50.55	331.36
95052195007	260205016	684277	GEORGE, JOHN	10479	BROOKMEAD DR	92557-2615	ROYAL DAVID	3525 N ORANGEWOOD AVE	RIALTO CA	92377	332.64	33.26	65.86	431.76
93876775009	479551007	684277	CHAVEZ, JORGE (RENT)	25751	BRUMELIA CT	92553-4789	VELASCO SANDRA L	25751 BRUMELIA CT	MORENO V	92553	255.40	25.54	50.57	331.50
75072525000	308382013	684277	GERMANY, RETTA L (RENT)	15521	BUCKBOARD LN	92555-2967	MOMTAZ AMIR D	15521 BUCKBOARD LN	MORENO V	92555	255.40	25.54	50.57	331.50
31192525009	308382014	684277	ZORNES, PHILIP (RENT)	15531	BUCKBOARD LN	92555-2967	KEYES BRIAN	15531 BUCKBOARD LN	MORENO V	92555	255.40	25.54	50.57	331.50
31367285007	308382019	684277	HUGHES, MASEKALA	15581	BUCKBOARD LN	92555-2967	MEGEE KRISTEN R	15581 BUCKBOARD LN	MORENO V	92555	106.83	10.68	21.15	138.66
91051133006	487243024	684277	PEREZ, MARTIN	26699	BUCKEYE TERRACE	92555-3538	SOLARES KARLA	26699 BUCKEYE TER	MORENO V	92555	255.18	25.518	50.53	331.22
59672105005	487561002	684277	GARCIA, MAGDALENA (OWNR)	26714	BUCKEYE TERRACE	92555-3538	ESTRADA ANTONIO ACEVEDO	26714 BUCKEYE TER	MORENO V	92555	127.59	12.76	25.26	165.60
91966253009	487243026	684277	BOND, TIFFANY	26723	BUCKEYE TERRACE	92555-3538	BOND TIFFANY	26723 BUCKEYE TER	MORENO V	92555	48.20	4.82	9.54	62.56
88108445004	292271001	684277	EMERY, LLOYD (OWNR)	12017	BUCKTHORN DR	92557-7013	EMORY LLOYD	12017 BUCKTHORN DR	MORENO V	92557	255.40	25.54	50.57	331.50
81669305001	292272016	684277	CABRERA, CHRISTAN (RENT)	12056	BUCKTHORN DR	92557-7012	HAYATH ISRAR	27425 WILLOW LEAF RD	MORENO V	92555	31.77	3.18	6.29	41.22
31383905004	292272014	684277	MAGDALENO, ESTER	12078	BUCKTHORN DR	92557-7012	THOMAS KATHY	PO BOX 383	ASHLAND I	67831	255.29	25.53	50.55	331.36
31602075001	292271008	684277	BELL, SHERICO AND STEVE (RENT)	12087	BUCKTHORN DR	92557-7013	MEYERS GARY A	12087 BUCKTHORN DR	MORENO V	92557	31.04	3.10	6.15	40.28
98232705015	312121002	684277	TREVINO, ROSE	25601	BUENA FORTUNA LN	92551-2089	AMERICAN RESIDENTIAL PROP OP	7047 E GREENWAY PKY NO 350	SCOTTSDA	85254	114.95	11.495	22.76	149.2
31316805005	312124014	684277	BROWN, CHRISTINA (RENT)	25661	BUENA FORTUNA LN	92551-2044	ANGUIANO HILDA	25661 BUENA FORTUNA LN	MORENO V	92551	226.59	22.659	44.86	294.1
95277955000	304220015	684277	SOJOBI, ANGELA	15979	BUENA MESA CT	92555-5926	SOJOBI ANGELA	15979 BUENA MESA CT	MORENO V	92555	255.40	25.54	50.57	331.50
31585595009	304220017	684277	BERUMEN, ARTHUR (OWNR)	15990	BUENA MESA CT	92555-5926	BERUMEN ARTHUR	25031 SLATE CREEK DR	MORENO V	92551	44.52	4.45	8.81	57.78
94391315005	312123050	684277	COVARRUBIAS, MONICA	25634	BUENA VILLAGE CT	92551-2098	ATTIA SAFWAT	495 N MAPLE AVE NO 2	FONTANA	92336	255.40	25.54	50.57	331.50
97097385000	312123043	684277	WEISSENBACK II, KURT (OWNR)	25637	BUENA VILLAGE CT	92551-2099	WEISSENBACH KURT E	34326 HEATHER RIDGE CT	LAKE ELSIN	92532	255.40	25.54	50.57	331.50
91030593003	487420004	684277	VILLA JR, PETER	13291	BURNEY PASS DR	92555-2400	VILLA PETER	31291 BURNEY PASS DR	MORENO V	92555	255.29	25.53	50.55	331.36
31508835001	485075009	684277	PILOLA, ELAINE (RENT)	15178	BUXTON AVE	92551-4019	ZONTA SERGIO R	15178 BUXTON AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31420935008	486412013	684277	IRIGOYEN, HERNESTO (RENT)	15335	CABALLO RD	92555-2905	NEGRETE GABRIEL	15335 CABALLO RD	MORENO V	92555	255.40	25.54	50.57	331.50
31321855004	486412014	684277	GEIGER, DORTHY AND JASON	15343	CABALLO RD	92555-2905	ISLAM MOSTAFA RAFIQUI	615 W GLENOAKS BLV NO B	GLENDALE	91202	64.96	6.50	12.86	84.30
31510405007	486413001	684277	SENSEMAN, LISA (OWNR)	15362	CABALLO RD	92555-2906	SENSEMAN LISA	15362 CABALLO RD	MORENO V	92555	255.29	25.53	50.55	331.36
92901185000	486417003	684277	ALVARADO, DIANA	15407	CABALLO RD	92555-2919	ALVARADO ARTURO	15407 CABALLO RD	MORENO V	92555	75.29	7.53	14.91	97.72
31258835003	486413007	684277	GARCIA, JOSE LUIS	15410	CABALLO RD	92555-2918	PIERCE STEPHEN K	15410 CABALLO RD	MORENO V	92555	255.40	25.54	50.57	331.50
31646855004	486433003	684277	CHAVEZ, DAISY AND SAMUEL (REN	15475	CABALLO RD	92555-2919	ANGULO LUZ M	25574 CALLITA ST	MORENO V	92551	191.77	19.18	37.97	248.90
93964415009	259492011	684277	RAMBAYON, RODERICK	9871	CABAZON CIR	92557-3541	RAMBAYON RODERICK B	9871 CABAZON CIR	MORENO V	92557	191.77	19.18	37.97	248.90
95467395005	486290004	684277	ACADEMIA, HERMINO (OWNR)	27160	CACTUS AVE	92555-4710	ACADEMIA HERMINIO S	27160 CACTUS AVE	MORENO V	92555	205.29	20.53	40.65	266.46
67200455001	486290026	684277	JOHNSON, JONITH	27330	CACTUS AVE	92555-4716	BANUELOS GEORGE RUIZ	27330 CACTUS AVE	MORENO V	92555	332.16	33.216	65.77	431.14
31237355007	486290027	684277	RUEDA, DORA	27350	CACTUS AVE	92555-4716	FUENTES JOSE LUIS	27350 CACTUS AVE	MORENO V	92555	255.40	25.54	50.57	331.50
31456345006	304441035	684277	HOWARD, DEBORAH	14884	CADIZ CT	92555-7311	MOYE ANDRE M	14884 CADIZ CT	MORENO V	92555	255.40	25.54	50.57	331.50
31153245000	482690012	684277	REYNOSA, EDUARDO(RENT)	14583	CAGNEY CT	92553-9424	MISAICO MARIBEL MARGOT	14583 CAGNEY CT	MORENO V	92553	293.52	29.35	58.12	380.98

31204245001	482690016	684277	MARTINEZ, CARLOS	14623	CAGNEY CT	92553-9428	MARTINEZ CARLOS	14623 CAGNEY CT	MORENO V	92553	255.29	25.53	50.55	331.36
86157295004	482690004	684277	HART, EDWIN (RENT)	14624	CAGNEY CT	92553-9427	MORAN DONIS G	P O BOX 994	MORENO V	92556	91.77	9.177	18.17	119.1
65282735003	482690022	684277	MEDINA, CHRISTINA AND JOHNNY	14665	CAGNEY CT	92553-9425	MEDINA CHRISTINA	14665 CAGNEY CT	MORENO V	92553	255.18	25.518	50.53	331.22
31189545001	312112015	684277	DELEON, EMERITA (RENT)	25574	CALABRIA DR	92551-2063	RAMOS FILIBERTO	1870 COOLIDGE ST	CORONA C	92879	255.40	25.54	50.57	331.50
31382295004	312112019	684277	BERNAL, ERNESTO (OWNR)	25622	CALABRIA DR	92551-2065	BERNAL ERNESTO	25622 CALABRIA DR	MORENO V	92551	255.40	25.54	50.57	331.50
87904185001	312123003	684277	LEON, LAURA (OWNR)	25637	CALABRIA DR	92551-2066	LEON LAURA JENNIE	25637 CALABRIA DR	MORENO V	92551	205.40	20.54	40.67	266.60
71549265005	482534009	684277	SALAZAR, YADIRA (RENT)	13845	CALADA DR	92553-3395	LOPEZ VICTOR	13845 CALADA DR	MORENO V	92553	255.40	25.54	50.57	331.50
73148235001	482534008	684277	JONES, SHIRLEY (RENT)	13855	CALADA DR	92553-3395	JIA BING	15508 HOLLIS ST	HACIENDA	91745	323.18	32.32	63.99	419.48
97993905011	482533012	684277	MC COLLUM, JACQUELINE (OWNR	13860	CALADA DR	92553-3394	MCCOLLUM JACQUELINE SHERMAN	8643 NIGHTSHADE CT	ELK GROVE	95624	255.40	25.54	50.57	331.50
89387353001	482533013	684277	VALENZUELA, ERNIE	13870	CALADA DR	92553-3394	GARCIA FRED T	13870 CALADA DR	MORENO V	92553	255.18	25.518	50.53	331.22
73262415002	482534006	684277	MABON, CRYSTAL	13881	CALADA DR	92553-3395	LAKE PLACE HOMES	13405 INGLEWOOD AVE NO 5	HAWTHOR	90250	332.16	33.216	65.77	431.14
88334745003	482533014	684277	ROSA, PAUL AND MARIA	13890	CALADA DR	92553-3394	ROSA PAUL J	13890 CALADA DR	MORENO V	92553	255.29	25.53	50.55	331.36
70386255005	304190031	684277	PRICE, SEAN (RENT)	27693	CALLANDER ST	92555-5903	DELLIS SALLY	6110 MEADOWBROOK	RIVERSIDE	92504	467.04	46.70	92.47	606.20
96997985006	304190004	684277	TAYLOR, JOSEPH	27704	CALLANDER ST	92555-5900	TAYLOR RACHEL	27704 CALLANDER ST	MORENO V	92555	255.29	25.53	50.55	331.36
96287725007	304190032	684277	HILTON, PRETTI (OWNR)	27705	CALLANDER ST	92555-5901	HILTON PRETTI	27705 CALLANDER ST	MORENO V	92555	255.40	25.54	50.57	331.50
74584305001	486461008	684277	ARCHER, SHANON	25680	CALLE AGUA	92551-2047	ARCHER SHANON M	25680 CALLE AGUA	MORENO V	92551	255.29	25.53	50.55	331.36
31576195002	486461012	684277	BLAKE, GREG	25710	CALLE AGUA	92551-2005	KEEKEEBHAI ISMAIL E	3715 KELTON AVE NO 13	LOS ANGEI	90034	127.92	12.792	25.33	166.04
93609805008	486462019	684277	LANGDON, YOLANDA	25731	CALLE AGUA	92551-2006	LANGDON SMITH YOLANDA D	25731 CALLE AGUA	MORENO V	92551	255.29	25.53	50.55	331.36
90405493009	486462015	684277	RICE, TUNEAN	25771	CALLE AGUA	92553-	RICE TUNEAN EDWARD	25771 CALLE AGUA	MORENO V	92551	332.16	33.216	65.77	431.14
96156125000	486461020	684277	BURNETT, WILLIAM	25800	CALLE AGUA	92551-2009	BURNETT WILLIAM C	25800 CALLE AGUA	MORENO V	92551	255.29	25.53	50.55	331.36
91401875007	486462007	684277	GRAY, COLETTE (RENT)	25821	CALLE AGUA	92551-2010	TRAN VINCENT	17573 LIVE OAK CIR	FOUNTAIN	92108	108.49	10.849	21.48	140.82
95277545007	486461023	684277	PATIN, CYNTHIA	25830	CALLE AGUA	92551-2009	PATIN CYNTHIA B	25830 CALLE AGUA	MORENO V	92551	30.73	3.07	6.08	39.88
95467705000	486452008	684277	HOPKINS, APRIL	25921	CALLE AGUA	92551-1620	HOPKINS APRIL TAMIKO	25921 CALLE AGUA	MORENO V	92551	255.40	25.54	50.57	331.50
92821145009	486442005	684277	MORENO, MATTHEW	26111	CALLE AGUA	92551-1643	MORENO MATTHEW	26111 CALLE AGUA	MORENO V	92551	342.14	34.21	67.74	444.08
94567133008	486471004	684277	WILSON, AHSHAN	26120	CALLE AGUA	92551-1644	JONES AHSHA D	26120 CALLE AGUA	MORENO V	92551	155.18	15.518	30.73	201.42
52721145009	486471001	684277	BALDERAS, VANESSA	26150	CALLE AGUA	92551-1644	BALDERAS VANESSA	26150 CALLE AGUA	MORENO V	92551	30.29	3.03	6.00	39.30
97277835004	486442001	684277	BUTCHER, MICHAEL (OWNR)	26151	CALLE AGUA	92551-1643	BUTCHER MICHAEL DOUGLAS	26151 CALLE AGUA	MORENO V	92551	185.40	18.54	36.71	240.64
97931095001	486462005	684277	HARRIS, DANIEL (RENT)	16265	CALLE AURORA	92551-2052	HILARIO EMMANUEL B	973 HYDE PARK CT	CORONA (	92881	42.52	4.25	8.42	55.18
31476475006	486462004	684277	MALECKE, LISA	16275	CALLE AURORA	92551-2052	MALECKE KERRY J	16275 CALLE AURORA	MORENO V	92551	317.66	31.77	62.90	412.32
31556075009	486462001	684277	TARKINGTON, HENRY	16305	CALLE AURORA	92551-2054	TARKINGTON HENRY	P O BOX 6537	RIVERSIDE	92518	255.29	25.53	50.55	331.36
93831725005	308453008	684277	LUNA, VALERIE (RENT)	26514	CALLE BELDING	92555-4106	LUO CAIDIAN	10740 BEECHWOOD DR	RANCHO C	91737	41.77	4.18	8.27	54.20
97405563007	308453006	684277	VILLALOBOS, AMY	26550	CALLE BELDING	92555-4106	VILLALOBOS ERIC	26550 CALLE BELDING	MORENO V	92555	63.63	6.36	12.60	82.58
62506955001	308453004	684277	ALMANZOR, ROSE	26586	CALLE BELDING	92555-4106	SALAS MARIA E	26586 CALLE BELDING	MORENO V	92555	128.03	12.80	25.35	166.18
81380295007	486413030	684277	VILLANUEVA, FRANCISCO	15347	CALLE CAMELIA	92555-2974	VILLANUEVA FRANCISCO	15347 CALLE CAMELIA	MORENO V	92555	332.64	33.26	65.86	431.76
56020985005	486423015	684277	GILCHRIST, KEITH	15440	CALLE CAMELIA	92555-2975	JUNE GILCHRIST ANKHESENAMUN	15440 CALLE CAMELIA	MORENO V	92555	255.29	25.53	50.55	331.36
31562275005	312350014	684277	ADORADOR, GEMMA (OWNR)	17761	CALLE CAPISTRANO	92551-6359	ADORADOR DANNY D	17761 CALLE CAPISTRANO	MORENO V	92551	255.40	25.54	50.57	331.50
89749333007	312350015	684277	THOMAS, SHAVONNE	17769	CALLE CAPISTRANO	92551-6359	THOMAS SHAVONNE N	17769 CALLE CAPISTRANO	MORENO V	92551	255.18	25.518	50.53	331.22
91440533007	312350018	684277	BARRON, JAIME	17793	CALLE CAPISTRANO	92551-6359	VAZQUEZ MARTIN	17793 CALLE CAPISTRANO	MORENO V	92551	255.29	25.53	50.55	331.36
31118905004	312350022	684277	NOGALES, RUBEN AND PRISCILA	17825	CALLE CAPISTRANO	92551-6373	MANZUR MUSHFEQUE	17825 CALLE CAPISTRANO	MORENO V	92551	55.40	5.54	10.97	71.90
95577725002	486423017	684277	COUCH, CHRIS	15411	CALLE CASTANO	92555-2963	RUIZ GILBERT	15411 CALLE CASTANO	MORENO V	92555	255.29	25.53	50.55	331.36
72366605002	486423021	684277	RICHARDSON, CHETLANA (OWNR)	15420	CALLE CASTANO	92555-2963	RICHARDSON SYDNEY JOCELYN TRUST	25860 CALLE AGUA	MORENO V	92551	197.24	19.72	39.05	256.00
95744295008	312290031	684277	JACKSON, EBONY	17415	CALLE DE AMIGOS	92551-6302	YANG WILDLY C	17415 CALLE DE AMIGOS	MORENO V	92551	255.18	25.518	50.53	331.22
83140195004	312291010	684277	SESSIONS, GINA (RENT)	17416	CALLE DE AMIGOS	92551-6303	PHAN THANH TUYEN	17416 CALLE DE AMIGOS	MORENO V	92551	193.50	19.35	38.31	251.16
82882735009	312291007	684277	BLANKENSHIP, KAYKEYSHA (RENT)	17440	CALLE DE AMIGOS	92551-6303	JOHNSON SANDRA	P O BOX 5601	RIVERSIDE	92517	255.40	25.54	50.57	331.50
62273375000	312291005	684277	GOWDY, ALWANDA (RENT)	17456	CALLE DE AMIGOS	92551-6303	BOLOTIN ELIZABETH	17456 CALLE DE AMIGOS	MORENO V	92551	191.77	19.18	37.97	248.90
96210675009	312290038	684277	GAUDETTE, SUZETTE (RENT)	17471	CALLE DE AMIGOS	92551-6302	LY COLLIN	19002 STEWART CT	ROWLAND	91748	708.72	70.87	140.33	919.90
93730075005	312291001	684277	ZEWDE, HABTAMU (OWNR)	17488	CALLE DE AMIGOS	92551-6303	ZEWDE HABTAMU A	17488 CALLE DE AMIGOS	MORENO V	92551	236.12	23.61	46.75	306.48
31413845002	312322015	684277	ZENO, ZANAE	17507	CALLE DE AMIGOS	92551-6348	MILES JOE D	17507 CALLE DE AMIGOS	MORENO V	92551	255.29	25.53	50.55	331.36
93427725002	312320002	684277	VARGAS, JERRY (OWNR)	17512	CALLE DE AMIGOS	92551-6349	VARGAS FABIOLA	17512 CALLE DE AMIGOS	MORENO V	92551	255.40	25.54	50.57	331.50
73605625008	312320003	684277	CHASE, KEITH	17522	CALLE DE AMIGOS	92551-6349	CHASE KEITH T	17522 CALLE DE AMIGOS	MORENO V	92551	255.29	25.53	50.55	331.36
76147015006	312322008	684277	ORTIZ, MELISSA	17577	CALLE DE AMIGOS	92551-6348	ZONG HELEN	3078 MCKINNON WAY	OAKTON V	22124	150.40	15.04	29.78	195.20
31372415000	312320009	684277	ARIAS, MELISSA	17582	CALLE DE AMIGOS	92551-6349	ARIAS JUAN M	17582 CALLE DE AMIGOS	MORENO V	92551	232.65	23.27	46.06	301.96
95932045002	312320010	684277	SMOOT, WAYNE (RENT)	17592	CALLE DE AMIGOS	92551-6349	ARAIN MURTAZA	17592 CALLE DE AMIGOS	MORENO V	92551	268.06	26.81	53.08	347.94
90262103006	312320011	684277	CARMONA, ANA	17602	CALLE DE AMIGOS	92551-6350	CARMONA LUIS G	17602 CALLE DE AMIGOS	MORENO V	92551	255.40	25.54	50.57	331.50
96566995007	487140015	684277	YZAGUIRRE, ANDREW (OWNR)	12205	CALLE DE JIMENEZ	92555-2046	YZAGUIRRE ANDREW J	12205 CALLE DE JIMENEZ	MORENO V	92555	63.96	6.40	12.66	83.02
94885915000	312332004	684277	LACURE, TONYA	25929	CALLE ENSENADA	92551-6344	MARTINEZ RODRIGO P	25929 CALLE ENSENADA	MORENO V	92551	255.18	25.518	50.53	331.22
54212545003	312331008	684277	MARSHALL, DEANDRA (RENT)	25934	CALLE ENSENADA	92551-6344	CHAU JACK CHUNGYEE	1884 S OAKGATE ST	MONTERE	91755	70.11	7.01	13.88	91.00
31593555001	312332002	684277	SEGURA, FRANCISCO	25941	CALLE ENSENADA	92551-6344	SEGURA FRANCISCO	25941 CALLE ENSENADA	MORENO V	92551	255.29	25.53	50.55	331.36
86972223001	312332001	684277	MORALES, MONICA	25947	CALLE ENSENADA	92551-6344	MORALES MONICA	25947 CALLE ENSENADA	MORENO V	92551	255.29	25.53	50.55	331.36
95828445008	486141013	684277	WINSTON, MYOHO	25900	CALLE FAMILIA	92551-7048	RODRIGUEZ MARTHA LETICIA	25900 CALLE FAMILIA	MORENO V	92551	255.18	25.518	50.53	331.22
31313555004	486143006	684277	CORELLA, EMMA (RENT)	25933	CALLE FAMILIA	92551-7049	TORRES TRINIDAD	25933 CALLE FAMILIA	MORENO V	92551	255.40	25.54	50.57	331.50
64877465007	486141010	684277	CURIEL, FELIPE (RENT)	25942	CALLE FAMILIA	92551-7048	CURIEL FELIPE	25942 CALLE FAMILIA	MORENO V	92551	121.77	12.18	24.11	158.04
31402485000	486143005	684277	CURIEL, LEONARDO	25947	CALLE FAMILIA	92551-7049	CURIEL LEONARDO	25947 CALLE FAMILIA	MORENO V	92551	128.03	12.80	25.35	166.18
88681833008	486452019	684277	CALLIER, TIM	25880	CALLE FUEGO	92551-1616	CALLIER TIMOTHY	25880 CALLE FUEGO	MORENO V	92555	255.29	25.53	50.55	331.36
97307635001	486454005	684277	HURD, L T	25901	CALLE FUEGO	92551-1615	HURD PEARLIE	1424 W 50TH ST	LOS ANGEI	90062	255.40	25.54	50.57	331.50

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31589035009	308283006	684277	GOMEZ, STEPHANIE (RENT)	26595	CALLE LINDA	92555-4228	NERI SHIRLEY S	26595 CALLE LINDA	MORENO V	92555	185.98	18.598	36.82	241.4
31159535006	308283007	684277	RAMIREZ, CYNTHIA	26605	CALLE LINDA	92555-4228	RAMIREZ FRANK F	26605 CALLE LINDA	MORENO V	92555	139.86	13.986	27.69	181.52
90237193009	308283008	684277	LEE, AVIA	26615	CALLE LINDA	92552	LEE MCADORY AUVIA P	26615 CALLE LINDA	MORENO V	92555	255.40	25.54	50.57	331.50
51350145008	308282005	684277	MCCRAY, JAMES (RENT)	26630	CALLE LINDA	92555-4229	LUI SHUNG TING	26630 CALLE LINDA	MORENO V	92555	161.92	16.192	32.06	210.16
31308315005	308451007	684277	WASHINGTON, MELVIN	26575	CALLE LUNA	92555-4111	WASHINGTON MELVIN L	26575 CALLE LUNA	MORENO V	92555	255.29	25.53	50.55	331.36
31444085006	308460001	684277	MCMORRIS, RHEAN (RENT)	26683	CALLE LUNA	92555-4112	LAI KEVIN C	26683 CALLE LUNA	MORENO V	92555	255.40	25.54	50.57	331.50
97182575000	308460006	684277	TAYLOR THOMAS, CRYSTAL	26773	CALLE LUNA	92555-4113	THOMAS CRYSTAL TAYLOR	26773 CALLE LUNA	MORENO V	92555	255.18	25.518	50.53	331.22
94025653007	308460007	684277	AYALA, JOSE (RENT)	26791	CALLE LUNA	92555-4113	ZONG HELEN Q	3078 MCKINNON WAY	OAKTON V	22124	60.87	6.09	12.05	79.00
31536435006	308460011	684277	GARCIA, SIMON (OWNR)	26863	CALLE LUNA	92555-4114	GARCIA SIMON	26863 CALLE LUNA	MORENO V	92555	189.01	18.90	37.42	245.32
84770365001	256304001	684277	HARDY, WILLIAM AND LOFLIN	21500	CALLE MONACO	92557-8538	HARDY WILLIAM B	21500 CALLE MONACO	MORENO V	92557	255.29	25.53	50.55	331.36
82880045008	256303021	684277	PAYNE, TERRY AND TERRENCE	21555	CALLE MONACO	92557-8539	MARTIN ROBERT	21555 CALLE MONACO	MORENO V	92557	127.92	12.792	25.33	166.04
82231105001	256303016	684277	MACKLIN, PEDROETTA	21645	CALLE MONACO	92557-8541	MAYUGA RAYMOND S	2863 W LINCOLN AVE NO 254	ANAHEIM	92801	63.96	6.40	12.66	83.02
31654125002	256343012	684277	COVARRUBIAS, ARTEMIO	21775	CALLE MONACO	92557-8586	COVARRUBIAS ARTEMIO	21775 CALLE MONACO	MORENO V	92557	174.17	17.42	34.49	226.06
31054405006	312232010	684277	BROWN, KELLI	16749	CALLE PINATA	92551-2112	BROWN CAROLYN D	16749 CALLE PINATA	MORENO V	92551	255.40	25.54	50.57	331.50
31983525004	312232009	684277	MARSHALL, WILLIE J	16759	CALLE PINATA	92551-2112	CHRISTOU CHRISTOS	16759 CALLE PINATA ST	MORENO V	92551	255.40	25.54	50.57	331.50
86964465007	312242007	684277	BELMAN, HERIBERTO	16819	CALLE PINATA	92551-2114	BELMAN OSVALDO	16819 CALLE PINATA	MORENO V	92551	255.29	25.53	50.55	331.36
96798165000	312242005	684277	HERNANDEZ, BENJAMIN	16839	CALLE PINATA	92551-2116	HERNANDEZ BEN	16839 CALLE PINATA	MORENO V	92551	55.18	5.518	10.93	71.62
90426813008	312241008	684277	SILVA, DIANE	16860	CALLE PINATA	92551-2115	NERO HARRISON	16860 CALLE PINATA	MORENO V	92551	105.96	10.60	20.98	137.52
31618175006	312241009	684277	VENSON, LOUIS (RENT)	16870	CALLE PINATA	92551-2115	CERVANTES PEDRO	3334 W AIDA LN	ANAHEIM	92804	255.40	25.54	50.57	331.50
31281185001	312241010	684277	LOPEZ, RENEE (OWNR)	16880	CALLE PINATA	92551-2115	LOPEZ GRACIE M	16880 CALLE PINATA	MORENO V	92551	255.40	25.54	50.57	331.50
90696043008	256301008	684277	PESKO JR, DAVID	21643	CALLE PRIMA	92557-8544	PESKO DAVID M	21643 CALLE PRIMA	MORENO V	92557	361.31	36.13	71.54	468.98
97082425004	256306012	684277	BONNER, MICHELLE	21701	CALLE PRIMA	92557-8578	SMITH TREVOR	8272 SUFFIELD ST	LA PALMA	90623	255.40	25.54	50.57	331.50
63846985004	486042032	684277	ESCAMILLA, MARTHA (OWNR)	15085	CALLE RENFRO	92551-7005	GADD DENNIS D	15085 CALLE RENFRO	MORENO V	92551	169.30	16.93	33.52	219.74
90922463009	486052007	684277	URQUIETA, LETICIA	15135	CALLE RENFRO	92551-7018	HERNANDEZ DAMIAN C	15135 CALLE RENFRO	MORENO V	92551	116.05	11.61	22.98	150.62
31605015007	479251015	684277	PEREZ, YARI (RENT)	15159	CALLE RENFRO	92551-7018	VAZQUEZ ROMY	15159 CALLE RENFRO	MORENO V	92551	105.01	10.501	20.79	136.3
53324235002	312280013	684277	GARIBAY, ESTHER	17299	CALLE RIO VISTA	92551-6324	GARIBAY ESTHER C	17299 CALLE RIO VISTA	MORENO V	92551	332.40	33.24	65.82	431.44
96867915006	312280016	684277	CANCHOLA, OMAR (OWNR)	17323	CALLE RIO VISTA	92551-6325	CANCHOLA OMAR E	17323 CALLE RIO VISTA	MORENO V	92551	155.40	15.54	30.77	201.70
31342225003	312280021	684277	HEREDIA, YAZMIN (RENT)	17363	CALLE RIO VISTA	92551-6325	DENSON SCYRAPHENIA	17363 CALLE RIO VISTA	MORENO V	92551	37.28	3.728	7.38	48.38
91993725005	312290007	684277	ALCARAZ, MARGARITA (RENT)	17419	CALLE RIO VISTA	92551-6326	NAVARRO RUBEN	17419 CALLE RIO VISTA	MORENO V	92551	255.40	25.54	50.57	331.50
72579425008	312290011	684277	TUEROS, LADY	17451	CALLE RIO VISTA	92551-6326	MORENO ALBERT L	17451 CALLE RIO VISTA	MORENO V	92551	105.40	10.54	20.87	136.80
96288655009	486422040	684277	VINH, LUC	15380	CALLE ROSA	92555-2959	VINH LUC	16061 WALKER CIR	WESTMINS	92683	210.29	21.03	41.64	272.94
90246193000	486442019	684277	SOTO, MARIA	16240	CALLE SERENA	92551-1637	KAHLON KARAMJIT	16240 CALLE SERENA	MORENO V	92551	255.29	25.53	50.55	331.36
93805075005	486452005	684277	BARRERA, JORGE	16265	CALLE SERENA	92551-1639	BARRERA JORGE A	16265 CALLE SERENA	MORENO V	92551	255.18	25.518	50.53	331.22
71160105005	486452002	684277	RODRIGUEZ, JOEL	16295	CALLE SERENA	92551-1639	SOTO MARIA A	16295 CALLE SERENA	MORENO V	92551	255.29	25.53	50.55	331.36
31531235009	486453003	684277	RODRIGUEZ, ROBERT	16302	CALLE SERENA	92551-1638	RODRIGUEZ ROBERT	16302 CALLE SERENA	MORENO V	92551	277.78	27.78	55.00	360.54
99457313009	486453005	684277	CHANG, GINGER	16322	CALLE SERENA	92551-1638	CHANG GINGER J	16322 CALLE SERENA	MORENO V	92551	255.40	25.54	50.57	331.50
87161303003	308463004	684277	STEEN, LILLIE	26779	CALLE VEJAR	92555-4117	STEEN LILLIE	26779 CALLE VEJAR	MORENO V	92555	271.19	27.12	53.70	352.00
31160555009	291493033	684277	ARNOLD, ROBERT (RENT)	12075	CAMBRIDGE CT	92557-6832	PRUDENT OPTION	1138 N BROAD AVE	WILMINGT	90744	551.75	55.18	109.25	716.16
31573565001	291493036	684277	GOLDEN, REGINA (OWNR)	12107	CAMBRIDGE CT	92557-6847	GOLDEN REGINA	12107 CAMBRIDGE CT	MORENO V	92557	28.14	2.81	5.57	36.52
31597385008	312212034	684277	MCGEE, TONI	25570	CAMINO BELLAGIO	92551-2167	CARTWRIGHT TILLMAN JANICE	1307 W SCHOOL ST	COMPTON	90220	255.29	25.53	50.55	331.36
31497975007	312202030	684277	BUTLER, SALLIE	25638	CAMINO BELLAGIO	92551-2143	PHILLIPS MARILYN	25638 CAMINO BELLAGIO	MORENO V	92551	149.31	14.93	29.56	193.80
31377325008	312202028	684277	ESPITLA, SALUSTRIO (RENT)	25662	CAMINO BELLAGIO	92551-2143	PISCOPO SANDRA M	25662 CAMINO BELLAGIO	MORENO V	92551	320.48	32.048	63.46	415.98
31510835007	312191026	684277	JONES, BENNIE	25510	CAMINO CASTILLO	92551-2117	JONES BENNIE RUTH	25510 CAMINO CASTILLO	MORENO V	92551	332.40	33.24	65.82	431.44
96840265009	312193007	684277	STONE, SANDRA AND CORY	25603	CAMINO CASTILLO	92551-2122	STONE CORY D	25603 CAMINO CASTILLO	MORENO V	92551	255.29	25.53	50.55	331.36
93279665009	312192009	684277	JONES, MICHELLE (OWNR)	25630	CAMINO CASTILLO	92551-2121	JONES PAMELA J	25630 CAMINO CASTILLO	MORENO V	92551	130.29	13.03	25.80	169.10
31595985006	475220059	684277	SANCHEZ, SARA	11730	CAMINO DE LA VISTA D	92557-6414	SANCHEZ ZENON	11730 CAMINO DE LA VISTADR	MORENO V	92557	255.29	25.53	50.55	331.36
94108755000	475221001	684277	KNIGHT, ETHEL (RENT)	11743	CAMINO DE LA VISTA D	92557-6415	MILLER WILLIAM JOSEPH	P O BOX 10328	MORENO V	92552	110.36	11.04	21.85	143.24
85548305003	475231035	684277	NGUYEN, ROSEMARY	11803	CAMINO DE LA VISTA D	92557-6415	NGUYEN ROSEMARY	11803 CAMINO DE LA VISTADR	MORENO V	92557	255.18	25.518	50.53	331.22
97102435008	475300038	684277	GOMEZ, TERESA (OWNR)	11877	CAMINO DE LA VISTA D	92557-6416	GOMEZ TERESA	11877 CAMINO DE LA VISTADR	MORENO V	92557	185.40	18.54	36.71	240.64
31374145003	475300040	684277	MONTOYA, SILVIA (RENT)	11897	CAMINO DE LA VISTA D	92557-6416	CORRALES ART	9160 HORNBY AVE	WHITTIER	90603	332.64	33.26	65.86	431.76
31419455000	475233025	684277	ZUNIGA, IRA (RENT)	24928	CAMINO DE ORO WAY	92557	ZUNIGA URBANO	24928 CAMINO DE ORO WAY	MORENO V	92557	183.21	18.32	36.28	237.80
31300245007	475233016	684277	BARRAGAN, ERNESTO	24945	CAMINO DE ORO WAY	92557-6407	BARRAGAN AMPELIA	24945 CAMINO DE ORO WAY	MORENO V	92557	255.29	25.53	50.55	331.36
94169385000	475233021	684277	MENDEZ, LAURA (OWNR)	24986	CAMINO DE ORO WAY	92557-6406	MENDEZ LAURA	24986 CAMINO DE ORO WAY	MORENO V	92557	255.40	25.54	50.57	331.50
93984285004	312340055	684277	RAMIREZ, ADRIANA	17693	CAMINO DEL REY	92551-6352	LLANTADA FRANK J	8255 BARNWOOD LN	RIVERSIDE	92508	368.10	36.81	72.88	477.78
72001835007	312340066	684277	VAXTER, ROSE	17779	CAMINO DEL REY	92551-6354	VAXTER ROSE L	17779 CAMINO DEL REY	MORENO V	92551	255.40	25.54	50.57	331.50
81565955004	312340070	684277	GIBSON, STACY (RENT)	17811	CAMINO DEL REY	92551-6356	TRUONG KEVIN Q	47 TRAILWOOD	IRVINE CA	92620	55.40	5.54	10.97	71.90
91294913008	312340071	684277	BECKFORD, JANIS	17819	CAMINO DEL REY	92551-6356	BECKFORD JANIS Y	17819 CAMINO DEL REY	MORENO V	92551	255.29	25.53	50.55	331.36
86461163007	312342001	684277	GOODEN, DERWIN (OWNR)	17835	CAMINO DEL REY	92551-6356	GOODEN DERWIN	17835 CAMINO DEL REY	MORENO V	92551	59.18	5.92	11.72	76.80
86682925009	312342002	684277	ESCOBAR, YUNY	17843	CAMINO DEL REY	92551-6356	ALEMAN MARVIN O	17843 CAMINO DEL REY	MORENO V	92551	63.96	6.40	12.66	83.02
31124145002	312342009	684277	THOMPSON, RICHARD (OWNR)	17899	CAMINO DEL REY	92551-6356	VALENZUELA SANDRA	17899 CAMINO DEL REY	MORENO V	92551	397.14	39.71	78.63	515.48
31372575006	486151010	684277	ROCHIN, RAMONA AND ARMAND	15473	CAMINO GRANDE	92551-7063	GANDHI RAJENDRA N	670 WHITE MOUNTAIN CIR	MORENO V	92553	255.40	25.54	50.57	331.50
97268865006	486151009	684277	BLANK, GRACIA MAE (OWNR)	15485	CAMINO GRANDE	92551-7063	BLANK GRACIA MAE	15485 CAMINO GRANDE	MORENO V	92551	255.40	25.54	50.57	331.50
94395535000	486421014	684277	HENDRICKS, JOYCELAND	26290	CAMINO LARGO	92555-2979	HENDRICKS JOYCELAND A	26290 CAMINIO LARGO	MORENO V	92555	332.40	33.24	65.82	431.44
31422255006	486421016	684277	MURILLO, FRANCISCA (OWNR)	26310	CAMINO LARGO	92555-2979	MURILLO HOMAR	26310 CAMINO LARGO	MORENO V	92555	139.88	13.99	27.70	181.56
48451055008	486421020	684277	SUMLIN, SHIRLEY	26350	CAMINO LARGO	92555-2978	SUMLIN SHIRLEY A	26350 CAMINO LARGO	MORENO V	92555	332.76	33.28	65.89	431.92

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89683165003	312212016	684277	SMOOT, JOANA	25584	CAMINO MARILENA	92551-2198	CARRANZA JOSE ADALID	25584 CAMINO MARILENA	MORENO V	92551	332.40	33.24	65.82	431.44
31432885003	304190016	684277	VALDEZ, SALVADOR	15835	CAMINO REAL	92555-5927	CREEKSIDE PRODUCTS	3239 LA VINA WAY	PASADENA	91107	255.40	25.54	50.57	331.50
86278673008	304190017	684277	WILBORN, ANNETTE (OWNR)	15847	CAMINO REAL	92555-5927	WILBORN ANNETTE R	15847 CAMINO REAL ST	MORENO V	92555	255.40	25.54	50.57	331.50
52058575005	304220072	684277	VIRAMONTES, GRACIELA (RENT)	15872	CAMINO REAL	92555-5928	STRONG BOBBY D	15872 CAMINO REAL ST	MORENO V	92555	80.23	8.023	15.89	104.12
95547105005	304220002	684277	PATTERSON, WILLIE J	15883	CAMINO REAL	92555-5927	PATTERSON WILLIE J	15883 CAMINO REAL ST	MORENO V	92555	255.29	25.53	50.55	331.36
83318665007	312332006	684277	PALAFOX, VERONICA (OWNR)	25920	CAMINO ROSADA	92551-6342	MOSQUERA MARCO	25920 CAMINO ROSADA	MORENO V	92551	105.40	10.54	20.87	136.80
88909943000	312341012	684277	SMITH, JESSIE (OWNR)	17668	CAMINO SAN SIMEON	92551-6367	CUNNINGHAM LEAH MICHELLE	17668 CAMINO SAN SIMEON	MORENO V	92551	205.29	20.529	40.65	266.46
66599105001	312341010	684277	CORTEZ, KEVIN	17684	CAMINO SAN SIMEON	92551-6367	LOPEZ JUAN PEDRO	17684 CAMINO SAN SIMEON	MORENO V	92551	360.81	36.08	71.44	468.32
91742483006	312341005	684277	NGATI, EMMANUEL	17724	CAMINO SAN SIMEON	92551-6369	NGATI EMMANUEL K	17724 CAMINO SAN SIMEON	MORENO V	92551	258.92	25.89	51.27	336.06
31550945000	312341003	684277	NUNNERY, ELLENA (OWNR)	17740	CAMINO SAN SIMEON	92551-6369	NUNNERY ELLENA J	17740 CAMINO SAN SIMEON	MORENO V	92551	55.40	5.54	10.97	71.90
74495645009	312341001	684277	MURPHY, CHALON	17756	CAMINO SAN SIMEON	92551-6369	DO QUI DINH	17756 CAMINO SAN SIMEON	MORENO V	92551	191.77	19.18	37.97	248.90
93207835005	312340011	684277	MONTGOMERY, LAVOUN (RENT)	17778	CAMINO SAN SIMEON	92551-6369	VIDANA FERREOL	17778 CAMINO SAN SIMEON	MORENO V	92551	148.06	14.806	29.32	192.18
92939523009	312340019	684277	PAGE, JOSEPH	17797	CAMINO SAN SIMEON	92551-6370	BEREAL CHRISTINE	17797 CAMINO SAN SIMEON	MORENO V	92551	255.29	25.53	50.55	331.36
97059505005	312340008	684277	PARKER, STEVE	17802	CAMINO SAN SIMEON	92551-6371	GRAMALKI KHOSRW KHAKZAD	17802 CAMINO SAN SIMEON	MORENO V	92551	255.18	25.518	50.53	331.22
58482355007	312340013	684277	ELLIS, SHANICE (RENT)	17845	CAMINO SAN SIMEON	92551-6372	NGUYEN DAVID DUC	17845 CAMINO SAN SIMEON	MORENO V	92551	255.64	25.564	50.62	331.82
74855825006	312340074	684277	CRUZ, KATHRYN	17853	CAMINO SAN SIMEON	92551-6372	SANCHEZ RAMON	17853 CAMINO SAN SIMEON	MORENO V	92551	321.10	32.11	63.58	416.78
31083885004	312334023	684277	HERNANDEZ, JANET AND JOSE	17495	CAMINO SONRISA	92551-6338	HERNANDEZ JOSE A	17495 CAMINO SONRISA	MORENO V	92551	255.40	25.54	50.57	331.50
58450105007	312334014	684277	BARGANIER, BEVERLY	17585	CAMINO SONRISA	92551-6374	BARGANIER BARRY	17585 CAMINO SONRISA	MORENO V	92551	28.40	2.84	5.62	36.86
89536973003	312334009	684277	WILLIAMS, JESSE	17635	CAMINO SONRISA	92551-6340	WILLIAMS JESSE D	17635 CAMINO SONRISA	MORENO V	92551	191.22	19.12	37.86	248.20
31532135008	312334007	684277	ROBINSON, ALTHEA	17655	CAMINO SONRISA	92551-6340	LUNA ARELLANO AMBROSIO	17655 CAMINO SONRISA	MORENO V	92551	255.40	25.54	50.57	331.50
91416635006	312334002	684277	BENNET, SHARON	17705	CAMINO SONRISA	92551-6341	BENNETT JAMES EARL	17705 CAMINO SONRISA	MORENO V	92551	309.51	30.95	61.28	401.74
90102935000	478132034	684277	PULSAKOWSKI, GEORGE	28847	CAMPBELL AVE	92555-6910	PULSAKOWSKI GEORGE K	28847 CAMPBELL AVE	MORENO V	92555	255.18	25.518	50.53	331.22
31398855002	478420007	684277	ELDA, BENJAMIN	29020	CAMPBELL AVE	92555-7203	LOERA BENJAMIN	29020 CAMPBELL AVE	MORENO V	92555	271.78	27.18	53.81	352.76
31391125001	478421008	684277	HOLT, THOMAS	29235	CAMPBELL AVE	92555-7200	HOLT THOMAS D	29235 CAMPBELL AVE	MORENO V	92555	255.18	25.518	50.53	331.22
97531125003	487441006	684277	PAZ, RICARDO (RENT)	26861	CAMPUS POINT DR	92555-3705	CHIEN YUNG HUI	26861 CAMPUS POINT DR	MORENO V	92555	74.42	7.442	14.74	96.58
31623425004	264132010	684277	GUITERREZ, RICARDO	23580	CANDLE SHOE CT	92557-6217	GUTIERREZ RICARDO	23580 CANDLE SHOE CT	MORENO V	92557	255.29	25.53	50.55	331.36
59143125003	474513003	684277	EVANS, JAMES SCOTT	24560	CANDLEBUSH CT	92557-4130	EVANS JAMES S	24560 CANDLE BUSH CT	MORENO V	92557	255.29	25.53	50.55	331.36
89946113005	474541027	684277	MARIMONTOS, CARMEN (RENT)	24712	CANDLENNA CT	92557-4139	SCHOOLSFIRST FEDERAL CREDIT UNION	15442 NEWPORT AVE	TUSTIN CA	92780	218.74	21.87	43.31	283.92
31074965006	474541011	684277	BURT, JEREMY (RENT)	24749	CANDLENUT CT	92557-4141	CANDLENUTED TR SETTLOR & BUSINESS	P O BOX 1062	SAN GABRI	91778	191.66	19.17	37.95	248.76
95441885007	474541022	684277	JENKINS, RYAN	24784	CANDLENUT CT	92557-4141	JENKINS BRENT C	1372 RIMROAD	RIVERSIDE	92506	332.40	33.24	65.82	431.44
31175645009	474541020	684277	LUNA, FABIOLA (OWNR)	24808	CANDLENUT CT	92557-4141	LUNA JOSUE	24808 CANDLENUT CT	MORENO V	92557	255.40	25.54	50.57	331.50
31576095007	474541018	684277	BROOKS, VANESSA	24824	CANDLENUT CT	92557-4141	BROOKS VANESSA	24824 CANDLENUT CT	MORENO V	92557	155.29	15.53	30.75	201.56
88792735004	487202021	684277	KANG, YONG	12593	CANDLEWOOD LN	92555-2242	HAN THOMAS C	12593 CANDLEWOOD LN	MORENO V	92555	255.40	25.54	50.57	331.50
86992073000	487202017	684277	TOMS, SANDY (RENT)	12649	CANDLEWOOD LN	92555-2242	MARROQUIN FRANKLIN	1239 N MINTEER ST	ANAHEIM	92801	63.96	6.40	12.66	83.02
96992135006	487203004	684277	HERRERA, ELIAS	12662	CANDLEWOOD LN	92555-2241	HERRERA ELIAS	12662 CANDLEWOOD LN	MORENO V	92555	255.29	25.53	50.55	331.36
31510335002	484182004	684277	PAYNE, DEBRA (OWNR)	14656	CANDOR CT	92553-4978	PAYNE DEBRA D	14656 CANDOR CT	MORENO V	92553	265.98	26.60	52.66	345.24
94620465005	316133017	684277	HOWARD, SANDRA	16709	CANOE COVE	92551-7404	MAGANA VICTOR MANUEL	16709 CANOE COVE	MORENO V	92551	485.20	48.52	96.07	629.78
95832235004	304434016	684277	BUHR, ANT	29015	CANTABRIA CT	92555-7309	BUHR EDWARD CURTIS	29015 CANTABRIA CT	MORENO V	92555	188.52	18.85	37.33	244.68
98208645018	304433023	684277	STEPHENSON, BRENT (OWNR)	29044	CANTABRIA CT	92555-7309	STEPHENSON BRENT A	29044 CANTABRIA CT	MORENO V	92555	255.40	25.54	50.57	331.50
69973975002	478371001	684277	KYLES, LEOTA	13255	CANTERBURY DOWNS V	92555-8400	KYLES JEROME	13255 CANTERBURY DOWNS WAY	MORENO V	92555	255.18	25.518	50.53	331.22
31591675000	478370012	684277	ESPELETA, MARCELINA	13278	CANTERBURY DOWNS V	92555-8400	ESPELETA DWIGHT	13278 CANTERBURY DOWNS WAY	MORENO V	92555	255.40	25.54	50.57	331.50
31633335002	478371003	684277	ELLIOT, RUBY	13295	CANTERBURY DOWNS V	92555-8400	ELLIOTT RUBY	13295 CANTERBURY DOWNS WAY	MORENO V	92555	255.40	25.54	50.57	331.50
31159845001	478370007	684277	ADAMS, TICIA (RENT)	13398	CANTERBURY DOWNS V	92555-8402	BOROC VINCENT P	13398 CANTERBURY DOWNS WAY	MORENO V	92555	256.59	25.659	50.80	333.04
93477085001	264361015	684277	VELASQUEZ, MARICELA	11654	CANVASBACK CIR	92557-5400	VELAZQUEZ JUAN	2419 S MARIGOLD PL	ONTARIO	91761	255.29	25.53	50.55	331.36
91262405002	264361019	684277	SUAREZ, SIMONA	11663	CANVASBACK CIR	92557-5414	SUAREZ SIMONA	11663 CANVASBACK CIR	MORENO V	92557	255.18	25.518	50.53	331.22
71377345005	264361023	684277	GONZALEZ, ANABELLE (OWNR)	11703	CANVASBACK CIR	92557-5414	GONZALEZ IGNACIO	11703 CANVASBACK CIR	MORENO V	92557	255.40	25.54	50.57	331.50
86652773003	474632001	684277	KEHNT, DANIELLE	10161	CANYON VISTA RD	92557-3048	CARLYLE KEHNT DANIELLE	10161 CANYON VISTA RD	MORENO V	92557	255.40	25.54	50.57	331.50
96385065007	474621010	684277	ZAMBRANO, SUSAN	10280	CANYON VISTA RD	92557-3041	SERRANO CHARLES J	10280 CANYON VISTA RD	MORENO V	92557	255.29	25.53	50.55	331.36
80719595004	474611013	684277	DONERSON-STONE, LAURA	10430	CANYON VISTA RD	92557-3028	STONE LARRY E	10430 CANYON VISTA RD	MORENO V	92557	255.29	25.53	50.55	331.36
31195935006	474611011	684277	ALVIN, THORNTON (RENT)	10450	CANYON VISTA RD	92557-3030	MOTTE MICHAEL JOHN	6320 LEPPRECHAUN DR	OLYMPIA	98502	255.40	25.54	50.57	331.50
31327925007	474601007	684277	KEIZER, DOUGLAS	10570	CANYON VISTA RD	92557-3033	KEIZER DOUGLAS J	10570 CANYON VISTA RD	MORENO V	92557	255.29	25.53	50.55	331.36
31267185000	474602024	684277	NUGENT, LEFFORD	10589	CANYON VISTA RD	92557-3031	NUGENT WINIFRED	10589 CANYON VISTA RD	MORENO V	92557	255.29	25.53	50.55	331.36
66374035004	474601003	684277	GALLEGOS, MIKE	10610	CANYON VISTA RD	92557-3033	GALLEGOS MICHAEL PAUL	10610 CANYON VISTA RD	MORENO V	92557	255.18	25.518	50.53	331.22
61369755007	474601002	684277	DARDEN, DENISE	10620	CANYON VISTA RD	92557-3033	DARDEN DENISE	694 WARWICK AVE	THOUSAND	91360	255.40	25.54	50.57	331.50
31192985002	474602017	684277	DURON, CHRISTINE	10711	CANYON VISTA RD	92557-3000	HOUSEHOLDER RONALD E	10711 CANYON VISTA RD	MORENO V	92557	255.29	25.53	50.55	331.36
92556865009	474602026	684277	PINTOR, ALICIA	24090	CANYON WOODS CIR	92557-3007	PINTOR EDMUND	24090 CANYON WOODS CIR	MORENO V	92557	255.29	25.53	50.55	331.36
91726183002	485151027	684277	RINCON, RAFAEL AND ARACELI	15250	CANYONSTONE DR	92551-7659	RINCON RAFAEL	15250 CANYONSTONE DR	MORENO V	92551	93.61	9.361	18.53	121.5
96413685007	485151028	684277	JIMENEZ, JOSE M	15270	CANYONSTONE DR	92551-7659	JIMENEZ JOSE M	15270 CANYONSTONE DR	MORENO V	92551	255.29	25.53	50.55	331.36
62284195005	485153025	684277	NICKS, KRISTIN	15279	CANYONSTONE DR	92551-7641	LARA MANUEL OCAMPO	12671 BOLIVAR PL	GARDEN G	92843	219.28	21.93	43.42	284.62
93187765003	485151030	684277	JAIMEZ, MICHAEL T AND VICTORIA	15290	CANYONSTONE DR	92551-7659	JAIMEZ MICHAEL T	P O BOX 9481	GAITHERSB	20898	267.50	26.75	52.97	347.20
92038165005	485162005	684277	NOLEN, OLIVE AND ROYCE (RENT)	15400	CANYONSTONE DR	92551-7658	ARCEO BENJAMIN	15400 CANYONSTONE DR	MORENO V	92551	63.63	6.363	12.60	82.58
31623915001	485162007	684277	BENSON, EBONY (RENT)	15416	CANYONSTONE DR	92551-7658	ODONNELL JOHN	2801 HARBOUR TOWN TR	ONTARIO	91761	255.40	25.54	50.57	331.50
86847433001	485162008	684277	JENSEN, TINA M	15422	CANYONSTONE DR	92551-7658	JENSEN TINA M	15422 CANYONSTONE DR	MORENO V	92551	255.40	25.54	50.57	331.50
31292735003	485162010	684277	JOHNSON, WILLIAM	15434	CANYONSTONE DR	92551-7629	HOMESTRONG USA FUND 1	8711 MONROE CT NO A	RANCHO C	91730	161.77	16.18	32.03	209.96
61026785007	485161047	684277	MINNIFIELD, SHONNA (RENT)	15437	CANYONSTONE DR	92551-7638	DUSSEAU GERALD J	2666 RAVEN CIR	CORONA C	92882	151.21	15.12	29.94	196.26

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96870285002	485162016	684277	DOAN, QUANG THANH	15482	CANYONSTONE DR	92551-7629	DOAN QUANG THANH	P O BOX 203	WESTMINS	92684	369.20	36.92	73.10	479.22
59948675009	487400035	684277	PLUMMER, HOWARD	26202	CAPAY BAY CT	92555-2474	PLUMMER HOWARD D	26202 CAPAY BAY DR	MORENO V	92555	63.96	6.40	12.66	83.02
94147585004	487431033	684277	SHIAMABUKURO, ARIANE	26267	CAPAY BAY CT	92555-2477	SHIMABUKURO GREG	26267 CAPAY BAY CT	MORENO V	92555	155.40	15.54	30.77	201.70
65467975009	487421019	684277	TRIMBLE, MICHAEL (RENT)	26284	CAPAY BAY CT	92555-2476	KHWAJA ZIAUDDIN	11006 BRADFORD CIR	CERRITOS	90703	171.36	17.14	33.93	222.42
89908025004	487431029	684277	SMITH, RANA	26325	CAPAY BAY CT	92555-2440	HIPPOZE BULK INV	600 CENTRAL AVE NO G2	LAKE ELSIN	92530	487.40	48.74	96.51	632.64
65798625001	487421022	684277	ALLISON, SHERRY	26326	CAPAY BAY CT	92555-2439	ALLISON SHERI L	26326 CAPAY BAY CT	MORENO V	92555	255.29	25.53	50.55	331.36
86146803000	487431026	684277	REYES, JOEL G AND TERESA	26363	CAPAY BAY CT	92555-6817	ZHU JIANFENG	1034 SUMMITRIDGE DR	DIAMOND	91765	155.40	15.54	30.77	201.70
31295775007	482582032	684277	STOWELL, REGINA	24769	CAPE COD ST	92553-5861	STOWELL REGINA MARIE	24769 CAPE COD ST	MORENO V	92553	267.81	26.78	53.03	347.60
86485273003	482582030	684277	REYES, LORENZA	24791	CAPE COD ST	92553-5861	REYES PAULINO	24791 CAPE COD ST	MORENO V	92553	255.29	25.53	50.55	331.36
86891043001	482582020	684277	FUTCH, MARCUS (RENT)	24804	CAPE COD ST	92553-5822	MARTINEZ FRANK	24804 CAPE COD ST	MORENO V	92553	138.02	13.802	27.33	179.14
81805735001	482582021	684277	RODRIGUEZ, CHRISTINE	24816	CAPE COD ST	92553-5822	RODRIGUEZ RAUL	24816 CAPE COD ST	MORENO V	92553	255.40	25.54	50.57	331.50
88485925005	482582028	684277	LENNON, WILLIAM	24819	CAPE COD ST	92553-5822	MONSISVAIS ANTONIO	24819 CAPE COD ST	MORENO V	92553	475.89	47.59	94.23	617.70
86219995005	482582024	684277	BENEGAS, JUAN MANUEL	24866	CAPE COD ST	92553-5822	VENEGAS JUAN M	24866 CAPE COD ST	MORENO V	92553	255.29	25.53	50.55	331.36
89115063007	487431057	684277	NUNEZ, OSCAR (OWNR)	26295	CAPE MENDOCINO CT	92555-2434	NUNEZ OSCAR	4839 KANSAS ST	SAN DIEGO	92116	255.40	25.54	50.57	331.50
87523095008	487431040	684277	MARTIN, DELORES (OWNR)	26326	CAPE MENDOCINO CT	92555-6815	HUNT TRACY KEVIN	8325 POCONO CT	CORPUS CI	78414	51.28	5.13	10.15	66.56
58817495005	487431052	684277	TELLEZ, NORA (RENT)	26363	CAPE MENDOCINO CT	92555-2437	MARTIN JOHN S	4647 PURDUE AVE	CULVER CI	90230	255.40	25.54	50.57	331.50
95325135000	260291014	684277	JORDAN, JERRY	10180	CARIBOU CIR	92557-2820	JORDAN JERRY T	10180 CARIBOU CIR	MORENO V	92557	255.29	25.53	50.55	331.36
91183043006	260291017	684277	LINARES, MANUEL	10199	CARIBOU CIR	92557-2820	LINARES MANUAL SALVADOR	10199 CARIBOU CIR	MORENO V	92557	255.40	25.54	50.57	331.50
31219835005	482306014	684277	SANCHEZ, ESMERALDA (OWNR)	14686	CARLA JEAN DR	92553-2406	SANCHEZ ESMERALDA	14686 CARLA JEAN DR	MORENO V	92553	255.40	25.54	50.57	331.50
31219485008	482306020	684277	ESPINOZA, MATILDA	14746	CARLA JEAN DR	92553-3515	MARIN RUBEN	14746 CARLA JEAN DR	MORENO V	92553	155.29	15.53	30.75	201.56
57902425001	264322028	684277	COTTRELL, CALVIN G AND MARY	11765	CARLISLE CT	92557-6138	COTTRELL CALVIN GROVER	11765 CARLISLE CT	MORENO V	92557	255.29	25.53	50.55	331.36
93494015001	264322033	684277	CERVERA, DELORES	11805	CARLISLE CT	92557-6138	CERVERA JOSE	11805 CARLISLE CT	MORENO V	92557	255.29	25.53	50.55	331.36
58351075003	264322022	684277	WILLIAMSON, CHRIS	11806	CARLISLE CT	92557-6137	WILLIAMSON CHRISTOPHER JUSTIN	11806 CARLISLE CT	MORENO V	92557	255.29	25.53	50.55	331.36
96784575004	264322021	684277	BUI, TRUNG	11814	CARLISLE CT	92557-6137	BUI TRUNG MINH	11814 CARLISLE CT	MORENO V	92557	255.29	25.53	50.55	331.36
67034295008	264322035	684277	TOPETE, EMILIA (OWNR)	11821	CARLISLE CT	92557-6138	TOPETE EMILIA GIL	11821 CARLISLE CT	MORENO V	92557	21.40	2.14	4.24	27.76
82128575000	485212040	684277	PRYSOCK, MICHELLE (RENT)	24389	CARMAN LN	92551-6951	BALANE FERNANDO V	9204 RECHE VISTA DR	MORENO V	92557	191.77	19.18	37.97	248.90
31221615007	485212022	684277	SOSA, GRACIE AND OMAR	24410	CARMAN LN	92551-6944	SOSA OMAR	24410 CARMAN LN	MORENO V	92553	255.29	25.53	50.55	331.36
95290465006	485212027	684277	MONTERO, FELICIA (OWNR)	24462	CARMAN LN	92551-6945	MONTERO HUMBERTO	24462 CARMAN LN	MORENO V	92551	212.55	21.26	42.08	275.88
49323335000	485212028	684277	GODOY, GERARDO (OWNR)	24474	CARMAN LN	92551-6945	FRACIA JOSE FCO	24474 CARMAN LN	MORENO V	92551	255.29	25.53	50.55	331.36
31121385007	485212032	684277	ENRIQUEZ, NANCY	24485	CARMAN LN	92551-6945	HERNANDEZ MARIA	24485 CARMAN LN	MORENO V	92551	206.06	20.61	40.80	267.46
31111645004	486354001	684277	COVARRUBIAS, LAURA (OWNR)	15555	CARMEL VERDE LN	92551-1920	COVARRUBIAS ADAM	15555 CARMEL VERDE LN	MORENO V	92551	255.18	25.518	50.53	331.22
31559235000	486353005	684277	ROBINSON, EDWARD	15575	CARMEL VERDE LN	92551-1954	ROBINSON ANGELA M	15575 CARMEL VERDE LN	MORENO V	92551	255.29	25.53	50.55	331.36
31160565007	486352029	684277	MERKELBACH, ALLEN (RENT)	15596	CARMEL VERDE LN	92551-1921	MERKELBACH FRANK	15596 CARMEL VERDE LN	MORENO V	92551	203.36	20.34	40.27	263.96
97711555000	486365011	684277	PAEA, ANA (RENT)	15635	CARMEL VERDE LN	92551-1923	COMLEY JAC ANN	2834 HAMNER AVE	NORCO CA	92860	116.17	11.62	23.00	150.78
95473335006	486365007	684277	HARRIS, DONALD	15675	CARMEL VERDE LN	92551-1924	HARRIS DONALD	15675 CARMEL VERDE LN	MORENO V	92551	255.29	25.53	50.55	331.36
75051105002	486365006	684277	PALMA, ANA (OWNR)	15685	CARMEL VERDE LN	92551-1924	RIVERA CARLOS	15685 CARMEL VERDE LN	MORENO V	92551	332.64	33.26	65.86	431.76
96606295008	486364029	684277	BARKER, OLECIA	15706	CARMEL VERDE LN	92551-1925	BARKER OLECIA A	15706 CARMEL VERDE LN	MORENO V	92551	332.64	33.26	65.86	431.76
31296325000	486365013	684277	FLETCHER, LINDA	15735	CARMEL VERDE LN	92551-1955	FLETCHER LYNDA	15735 CARMEL VERDE LN	MORENO V	92551	105.29	10.53	20.85	136.66
51304015002	304070044	684277	OTT, MICHAEL	28579	CARNOUSTIE AVE	92555-7008	OTT JENNIFER	28579 CARNOUSTIE AVE	MORENO V	92555	255.29	25.53	50.55	331.36
31306615006	304070040	684277	GUYTON, ROBERT (RENT)	28619	CARNOUSTIE AVE	92555-7009	JACKSON ERNESTEEN	28619 CARNOUSTIE AVE	MORENO V	92555	63.96	6.40	12.66	83.02
93624265000	488050015	684277	SOTO, ADOLFO	27410	CAROL PL	92555-2116	SOTO ADOLFO L	27410 CAROL PL	MORENO V	92555	41.50	4.15	8.22	53.86
31356555003	485175001	684277	IKPA, UDUMA AND EHICHANYA	24345	CAROLEE AVE	92551-7691	24345 CAROLEE	3074 OCELOT CIR	CORONA C	92882	128.14	12.81	25.37	166.32
31249095007	485175010	684277	STIGER, ANTHONY (RENT)	24423	CAROLEE AVE	92551-3674	EMC MORTGAGE CORP	2780 LAKE VISTA DR	LEWISVILL	75067	255.40	25.54	50.57	331.50
31118715004	485175011	684277	SCOTT, VANESSA (RENT)	24433	CAROLEE AVE	92551-3674	DANIEL DAVID A	24433 CAROLEE AVE	MORENO V	92551	63.63	6.363	12.60	82.58
96216875004	486021010	684277	DIMAS, ELENA (RENT)	15042	CAROLINA AVE	92551-7069	CARL EVAN	15307 VIA ALICIA DR	MORENO V	92551	267.81	26.78	53.03	347.6
91500623009	486025021	684277	FERREL, KARLA	15109	CAROLINA AVE	92551-7006	ATKINSON ANTHONY EUGENE	15109 CAROLINA AVE	MORENO V	92551	255.29	25.53	50.55	331.36
68591575007	486025020	684277	ALEXANDER, KINDRA AND CLIFFO	15119	CAROLINA AVE	92551-7006	ALEXANDER KINDRA M	15119 CAROLINA AVE	MORENO V	92551	191.77	19.18	37.97	248.90
94278395007	486022003	684277	COBERT, JULIE	15148	CAROLINA AVE	92551-7007	BUTLER EARNESTINE	25559 CALLITA ST	MORENO V	92551	191.39	19.14	37.90	248.42
66096865008	486022004	684277	BARRADAS, ROBERTO	15160	CAROLINA AVE	92551-7007	ZAMORA EFREN	15160 CAROLINA AVE	MORENO V	92551	91.22	9.122	18.06	118.4
96155985001	486022008	684277	ESTRADA, JOSE (OWNR)	15210	CAROLINA AVE	92551-7032	ESTRADA JOSE LUIS	15210 CAROLINA AVE	MORENO V	92551	205.29	20.53	40.65	266.46
93424115007	482631027	684277	REYES, RUTH AND RIGOBERTO	24681	CAROLYN AVE	92553-3889	REYES RUTH	24681 CAROLYN AVE	MORENO V	92553	55.40	5.54	10.97	71.9
95793265001	482633044	684277	COLEMAN, LONNIE	24702	CAROLYN AVE	92553-3881	COLEMAN LONNIE JAMES	24702 CAROLYN AVE	MORENO V	92553	255.40	25.54	50.57	331.50
92787925008	482202021	684277	DOSWELL, INA A	24776	CAROLYN AVE	92553-3829	WAGTER JOHN L	18231 ROBERTS RD	RIVERSIDE	92508	49.72	4.97	9.84	64.52
52679125003	482203003	684277	BLANCO, JESUS (OWNR)	24785	CAROLYN AVE	92553-3832	BLANCO JESUS	24785 CAROLYN AVE	MORENO V	92553	255.18	25.518	50.53	331.22
57265215007	482203006	684277	AGUILAR, THOMAS	24821	CAROLYN AVE	92553-3864	AGUILAR THOMAS W	24821 CAROLYN AVE	MORENO V	92553	128.03	12.80	25.35	166.18
93006635003	482202015	684277	SHEGOG, DEBORAH	24848	CAROLYN AVE	92553-3865	CONRAD EDMOND THEODORE	24848 CAROLYN AVE	MORENO V	92553	255.40	25.54	50.57	331.50
74897595006	473180044	684277	TRUJILLO, HECTOR	11390	CARRIE LN	92555-5205	TRUJILLO HECTOR	11390 CARRIE LN	MORENO V	92555	255.29	25.53	50.55	331.36
86351345003	473180046	684277	RICHARDSON, WILLIAM	11430	CARRIE LN	92555-5208	RICHARDSON WILLIAM	11430 CARRIE LN	MORENO V	92555	255.18	25.518	50.53	331.22
31104465006	259422017	684277	LOPEZ, SYLVIA	10010	CARTAGENA DR	92557-2665	LOPEZ JOSE	10010 CARTAGENA DR	MORENO V	92557	199.72	19.97	39.54	259.22
92792213007	260381011	684277	GREEN WOMACK, MADOLYN	10120	CARTAGENA DR	92557-2667	WOMACK ROMA GREEN	7207 RIVERBROOK CT	ARLINGTO	76001	255.29	25.53	50.55	331.36
31227875009	260381012	684277	ROSS, GAYLE	10130	CARTAGENA DR	92557-2667	ROSS MICHAEL A	10130 CARTAGENA DR	MORENO V	92557	255.29	25.53	50.55	331.36
95679645003	260431016	684277	VINCSON, RUDOLPH AND JENNIFE	10200	CARTAGENA DR	92557-9021	GARCIA ANTONIO	10200 CARTAGENA DR	MORENO V	92557	339.13	33.91	67.15	440.18
66991485000	486121001	684277	GONZALES, MARIO (OWNR)	25504	CASA ENCANTADOR RD	92551-7077	GONZALEZ MARIO	25504 CASA ENCANTADOR RD	MORENO V	92551	255.18	25.518	50.53	331.22
58017965003	486121002	684277	HEREDIA, LEYDI (OWNR)	25518	CASA ENCANTADOR RD	92551-7077	ARROYO HUGO	25518 CASA ENCANTADOR DR	MORENO V	92551	63.96	6.40	12.66	83.02
94341275008	486123010	684277	CORPUZ JR, MACARIO	25531	CASA ENCANTADOR RD	92551-7075	CORPUZ MACARIO F	25531 CASA ENCANTADOR DR	MORENO V	92551	63.96	6.40	12.66	83.02

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31220835003	486142011	684277	VILLANUEVA, JESSICA (RENT)	25810	CASA ENCANTADOR RD	92551-7039	LITCHFIELD SYLVIA A	2 HENDERSONVILLE STE B2	ASHEVILLE	28803	158.02	15.80	31.29	205.10
91521405001	486151041	684277	WAITES, SHANNON	25843	CASA ENCANTADOR RD	92551-7055	TRAN EDWARD	25843 CASA ENCANTADOR DR	MORENO V	92551	255.40	25.54	50.57	331.50
31202435005	486151047	684277	MANZANERO, GUADALUPE	25931	CASA ENCANTADOR RD	92551-7056	MANZANERO VICTOR	25931 CASA ENCANTADOR DR	MORENO V	92551	284.20	28.42	56.27	368.88
72296275000	486151051	684277	TAPIA, FRANCISCO	25991	CASA ENCANTADOR RD	92551-7056	TAPIA FRANCISCO	25991 CASA ENCANTADOR DR	MORENO V	92551	255.29	25.53	50.55	331.36
31575295003	486415003	684277	MARTON, JEAN (RENT)	26051	CASA ENCANTADOR RD	92555-2912	SANTANENO RICARDO RAMIREZ	50183 CALLE TOLOSA	COACHELL	92236	332.64	33.26	65.86	431.76
86681393002	486413040	684277	PALASOX, GUADALUPE (RENT)	26161	CASA ENCANTADOR RD	92555-2914	PALAFOX RAUL	26161 CASA ENCANTADOR RD	MORENO V	92555	255.40	25.54	50.57	331.50
98344355011	486421012	684277	TODD, DEBRAH (RENT)	26291	CASA ENCANTADOR RD	92555-2962	LUI SHUNG TING	26291 CASA ENCANTADOR RD	MORENO V	92555	255.40	25.54	50.57	331.50
86350635004	486421010	684277	HOLLOWAY, DANISHA	26311	CASA ENCANTADOR RD	92555-2960	HWANG ENOCH O	16003 SKYRIDGE DR	RIVERSIDE	92503	322.64	32.26	63.88	418.78
62278145008	486421007	684277	GRIGLY, ALITA	26341	CASA ENCANTADOR RD	92555-2960	SHERMAN DANA RAY	26341 CASA ENCANTADOR RD	MORENO V	92555	255.29	25.53	50.55	331.36
91420135003	486421006	684277	GUITIERREZ, LAURA (OWNR)	26351	CASA ENCANTADOR RD	92555-2960	GUTIERREZ LAURA	26351 CASA ENCANTADOR RD	MORENO V	92555	255.40	25.54	50.57	331.50
91685485007	486421013	684277	CROOK, GREG AND BERNICE (REN	26381	CASA ENCANTADOR RD	92555-2960	EDWARDS THOMAS J	26281 CASA ENCANTADOR RD	MORENO V	92555	63.63	6.363	12.60	82.58
89859205001	486421001	684277	BANKS, TEE (RENT)	26401	CASA ENCANTADOR RD	92555-2961	NGUYEN TIEU	P O BOX 10818	WESTMINS	92683	255.40	25.54	50.57	331.50
31604995004	486153026	684277	CHESTER, JAZMINE (RENT)	25800	CASA FANTASTICO DR	92551-7058	KAMINSKI NORMA	25800 CASA FANTASTICO DR	MORENO V	92551	191.77	19.177	37.97	248.9
89914005006	486153024	684277	TILLMAN, DIANA (RENT)	25828	CASA FANTASTICO DR	92551-7058	LEDESMA JOE G	5423 W 5TH ST	SANTA AN	92703	198.22	19.82	39.25	257.28
64097195009	486153023	684277	PEARSON, MIESHIA (RENT)	25842	CASA FANTASTICO DR	92551-7058	WANG JUN	25842 CASA FANTASTICO DR	MORENO V	92551	550.97	55.10	109.09	715.14
31392295003	486151003	684277	SHAWVER, MITCHELL (RENT)	25913	CASA FANTASTICO DR	92551-7060	COATES MENCIL	25913 CASA FANTASTICO DR	MORENO V	92551	63.63	6.363	12.60	82.58
94393045008	486153018	684277	PHILLIPS, DOUG	25914	CASA FANTASTICO DR	92551-1401	PHELPS DOUGLAS M	25914 CASA FANTASTICO DR	MORENO V	92551	255.18	25.518	50.53	331.22
96363695002	486151005	684277	MUHR, REX	25941	CASA FANTASTICO DR	92551-7060	MUHR REX	25941 CASA FANTASTICO DR	MORENO V	92551	332.40	33.24	65.82	431.44
52238565005	486153015	684277	MUNOZ, EULISES A	25954	CASA FANTASTICO DR	92551-1401	MUNOZ EULISES A	25954 CASA FANTASTICO DR	MORENO V	92551	255.29	25.53	50.55	331.36
31518355000	486131019	684277	PINEDA, RAFAEL	15293	CASA GRANDE ST	92551-1405	PINEDA LIZETTE PILAR	15293 CASA GRANDE ST	MORENO V	92551	255.29	25.53	50.55	331.36
91267173009	486132002	684277	GOMEZ, MARIO	15304	CASA GRANDE ST	92551-7079	GOMEZ RUBY E	15304 CASA GRANDE ST	MORENO V	92551	255.29	25.53	50.55	331.36
31306125009	486131009	684277	ROMANO, JESUS	15341	CASA GRANDE ST	92551-7081	VCB INV CORP	15341 CASA GRANDE ST	MORENO V	92551	255.18	25.518	50.53	331.22
31651345002	486135019	684277	TAYLOR, HOMER	15401	CASA GRANDE ST	92551-7082	TAYLOR HOMER H	15401 CASA GRANDE ST	MORENO V	92551	255.29	25.53	50.55	331.36
89285983005	486135021	684277	RIOS, ROBERT AND TERESA	15425	CASA GRANDE ST	92551-7082	RIOS ROBERT R	15425 CASA GRANDE ST	MORENO V	92551	332.40	33.24	65.82	431.44
94307535005	486135025	684277	AMES, ROBERT	15473	CASA GRANDE ST	92551-7082	AMES ROBERT E	15473 CASA GRANDE ST	MORENO V	92551	255.29	25.53	50.55	331.36
57932515009	486135026	684277	GUTIEREZ, MARIA (RENT)	15485	CASA GRANDE ST	92551-7082	RODRIGUEZ ALFREDO CABADA	21273 TENNYSON RD	MORENO V	92557	191.77	19.18	37.97	248.90
93093345002	487100005	684277	JONES JR, HARRY	12017	CASA LINDA PL	92555-1884	JONES HARRY A	12017 CASA LINDA PL	MORENO V	92555	255.18	25.518	50.53	331.22
76251545005	484242008	684277	MOLAND, EARLINE	14831	CASA LOMA DR	92553-7174	MOLAND EARLINE ESTATE OF	14831 CASA LOMA DR	MORENO V	92553	255.40	25.54	50.57	331.50
31474365004	484242006	684277	CERVANTES, GUILLERMO (RENT)	14843	CASA LOMA DR	92553-7174	VALDEZ ELIZABETH M	14849 CASA LOMA DR	MORENO V	92553	86.49	8.649	17.13	112.26
94428735007	484241015	684277	PETERSON, CINDY	14872	CASA LOMA DR	92553-7131	PETERSON CINDY	14872 CASA LOMA DR	MORENO V	92553	55.40	5.54	10.97	71.90
91609303005	259470044	684277	GAINES, LEROY	9814	CASMALIA CT	92557-3515	GAINES LEROY	9814 CASMALIA CT	MORENO V	92557	255.29	25.53	50.55	331.36
86592213009	291241003	684277	GOMEZ, LUIS	13540	CASPER CT	92553-8670	YBARRA SARAH	13540 CASPER CT	MORENO V	92553	255.29	25.53	50.55	331.36
92626085004	291232012	684277	BECKHAM, CHERYL	13541	CASPER CT	92553-8670	BECKHAM CHERYL	13541 CASPER CT	MORENO V	92553	242.33	24.233	47.98	314.54
31293095005	296185028	684277	AMMONS, ARCHE (OWNR)	13630	CASPIAN WAY	92553-3487	AMMONS ARCHIE	13630 CASPIAN WAY	MORENO V	92553	255.18	25.518	50.53	331.22
93939335008	296185026	684277	ROBLES, JOEL	13650	CASPIAN WAY	92553-3487	DOMINGUEZ GILBERT	13650 CASPIAN WAY	MORENO V	92553	255.18	25.518	50.53	331.22
61344765008	296183021	684277	WHITE, NONA (RENT)	13667	CASPIAN WAY	92553-3488	T R P FUND I	180 NEWPORT CENTER 230	NEWPORT	92660	332.64	33.26	65.86	431.76
63175235006	296183022	684277	GREEN, TRACY	13677	CASPIAN WAY	92553-3488	LEWIS SHARRON MARIE	13677 CASPIAN WAY	MORENO V	92553	174.30	17.43	34.51	226.24
31352575008	296185022	684277	MCNAIR, EVELYN (OWNR)	13690	CASPIAN WAY	92553-3487	MCNAIR EVELYN	13690 CASPIAN WAY	MORENO V	92553	255.40	25.54	50.57	331.50
31347625008	296213001	684277	LOPEZ, MANUEL (RENT)	13754	CASPIAN WAY	92553-3498	QUINTERO VALENTE	23456 DOME ST	MORENO V	92553	237.59	23.76	47.04	308.38
31320825003	296212020	684277	MARTINEZ, REGINNA	13771	CASPIAN WAY	92553-3462	MARTINEZ REGINNA	13771 CASPIAN WAY	MORENO V	92553	255.18	25.518	50.53	331.22
87376105009	296213006	684277	SANTOS, JAVIER	13794	CASPIAN WAY	92553-3498	VILLA JAVIER	13794 CASPIAN WAY	MORENO V	92553	332.64	33.26	65.86	431.76
91177485005	296213009	684277	VALDEZ, DAVID	13818	CASPIAN WAY	92553-3458	VALDEZ DAVID	13818 CASPIAN WAY	MORENO V	92553	183.21	18.32	36.28	237.80
75411785005	296213017	684277	ROSS, DILLON (RENT)	13882	CASPIAN WAY	92553-3459	LARA JUANA	13882 CASPIAN WAY	MORENO V	92553	63.96	6.40	12.66	83.02
31298285004	296213018	684277	ESPERANZA, MARILYN	13890	CASPIAN WAY	92553-3459	ESPERANZA MARILYN LANGBIS	13890 CASPIAN WAY	MORENO V	92553	55.29	5.53	10.95	71.76
50885945006	486364034	684277	JOHNS, ROBERT	25580	CASTAS CT	92551-2903	JONES ROBERT L	25580 CASTAS CT	MORENO V	92551	255.29	25.53	50.55	331.36
31301195005	482266004	684277	SANCHEZ, JENNIFER (RENT)	24859	CASTLEBROOK AVE	92553-3968	MENDOZA JOEL	24859 CASTLEBROOK AVE	MORENO V	92553	255.40	25.54	50.57	331.50
93135385002	482266008	684277	SEARCY, MICHAEL JR (RENT)	24895	CASTLEBROOK AVE	92553-3968	CHARLES OLIVE TRUMPET	7880 SAN BENITO ST	HIGHLAND	92346	239.76	23.98	47.47	311.20
52511355009	486354013	684277	PLACENCIA, MICHAEL (OWNR)	25576	CATALEJO LN	92551-1907	PLACENCIA MICHAEL J	1800 TAPO CANYON SV2202	SIMI VALLE	93063	255.40	25.54	50.57	331.50
31270095003	486352015	684277	SEVILLA, DESIREE (OWNR)	25605	CATALEJO LN	92551-1910	FIRST MORTGAGE CORP	1131 W 6TH ST STE 140	ONTARIO	91762	191.22	19.12	37.86	248.20
95546915007	486351004	684277	MARASCO, FRANK	25646	CATALEJO LN	92551-1909	GOINES RUSSEL	25646 CATALEJO LN	MORENO V	92551	255.18	25.518	50.53	331.22
31069615000	304441024	684277	JINNA, TARA	14858	CATALINA CT	92555-7067	HOLMES TARA D	14858 CATALINA CT	MORENO V	92555	255.29	25.53	50.55	331.36
94889563005	304441039	684277	ROCHA, JAVIER	14868	CATALINA CT	92555-7067	ROCHA JAVIER	14868 CATALINA CT	MORENO V	92555	191.66	19.17	37.95	248.76
91254005003	264261018	684277	MARSHALL, CRAIG B	22799	CATMINT CIR	92557-6025	MARSHALL CRAIG B	22799 CATMINT CIR	MORENO V	92557	255.29	25.53	50.55	331.36
74204695004	264333001	684277	LOPEZ, CYNTHIA (RENT)	22814	CATTAIL LN	92557-6012	CUEVAS JOSE MANUEL	22814 CATTAIL LN	MORENO V	92557	611.28	61.13	121.03	793.44
91145685000	264332003	684277	MOLETTE, DAMON (RENT)	22815	CATTAIL LN	92557-6013	CUEVAS JOSE MANUEL	22828 CATTAIL LN	MORENO V	92557	255.40	25.54	50.57	331.50
57367185007	308551007	684277	KWOK, HEIDI (OWNR)	17350	CAVALCADE DR	92555-7903	ZHOU XIAO YANG	15020 BILLARY WAY	HACIENDA	91745	128.14	12.81	25.37	166.32
31424105004	482571037	684277	COLCHADO, ALEJANDRO	13278	CAVANDISH LN	92553-6245	HOME EXPO FINANCIAL INC	23580 ALESSANDRO NO 9818	MORENO V	92552	255.40	25.54	50.57	331.50
31525095000	482571040	684277	INGRAM, CYNTHIA	13296	CAVANDISH LN	92553-6245	HOME EXPO FINANCIAL INC	P O BOX 9818	MORENO V	92552	255.29	25.53	50.55	331.36
88656775002	482571042	684277	BARAJAS, RAMON (RENT)	13308	CAVANDISH LN	92553-6203	CORDOVA ELVIRA	13308 CAVANDISH LN	MORENO V	92553	217.32	21.73	43.03	282.08
31594265000	482571049	684277	HINES, SHEILA (RENT)	13350	CAVANDISH LN	92553-6204	ALVAREZ GIOVANNI	91 ROSE TRELLIS	IRVINE CA	92603	95.60	9.56	18.93	124.08
93349785005	482571052	684277	DANIELS, SHARON (RENT)	13368	CAVANDISH LN	92553-6204	OSTERHOUTMCNEIL ALAN C	P O BOX 431	PERRIS CA	92572	350.85	35.09	69.47	455.4
91360025004	482571053	684277	GEORGE, SALINA (RENT)	13374	CAVANDISH LN	92553-6204	ESKIJIAN NANCY L	13374 CAVANDISH LN	MORENO V	92553	315.76	31.58	62.52	409.84
84841185008	482572001	684277	CASTANEDA, JULIA (RENT)	13381	CAVANDISH LN	92553-6202	PEREZ MARGARITA	13381 CAVANDISH LN	MORENO V	92553	92.87	9.29	18.39	120.54
31568875006	482554028	684277	CARRILLO, MARIA (RENT)	13390	CAVANDISH LN	92553-6247	MARTINEZ CONSUELO	P O BOX 2084	RIVERSIDE	92506	144.75	14.48	28.66	187.88
31145865005	482554023	684277	CABRERA, JAVIER (OWNR)	13440	CAVANDISH LN	92553-3388	BARRAZA EFRAIN	13440 CAVANDISH LN	MORENO V	92553	50.14	5.01	9.93	65.08

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31113445002	482552027	684277	HAIGHT, CHRISTINA (RENT)	13461	CAVANDISH LN	92553-3389	MENDOZA MANUEL S	16747 LOUKELTON ST	VALINDA (	91744	180.17	18.017	35.67	233.86
31594385005	482554020	684277	JACOBS, SHARON	13470	CAVANDISH LN	92553-3388	JACOBS SHARON MARIE	13470 CAVANDISH LN	MORENO \	92553	127.92	12.792	25.33	166.04
31596945003	479595013	684277	PICENO, OFELIA (OWNR)	25763	CAYENNE CT	92553-4885	PISENO OFELIA	25763 CAYENNE CT	MORENO \	92553	30.40	3.04	6.02	39.44
31186275003	479595002	684277	MAI, ALEX	25764	CAYENNE CT	92553-4884	MAI ALEX	704 CLAY AVE NO A	HUNTINGT	92648	183.21	18.32	36.28	237.80
31358715006	479595006	684277	OJEDA, TERESA	25812	CAYENNE CT	92553-4853	RODRIGUEZ EDUARDO	25812 CAYENNE CT	MORENO \	92553	255.29	25.53	50.55	331.36
31114065009	486222039	684277	HALL, JEFF (RENT)	25323	CAYMAN AVE	92551-4600	DIAZ RODOLFO	25323 CAYMAN AVE	MORENO \	92551	200.61	20.061	39.72	260.38
74914505008	486234001	684277	LOPEZ, JOSE	25371	CAYMAN AVE	92551-4679	LOPEZ SOCORRO	25371 CAYMAN AVE	MORENO \	92551	332.40	33.24	65.82	431.44
81523945006	486222053	684277	LOPEZ, SANDRA AND GEORGE (RE	15760	CAYMAN CIR	92551-4629	BANSAL JAGAN N	800 CHAMPIONS CIR	WALNUT (	91789	255.40	25.54	50.57	331.50
31447725005	486222042	684277	GOMEZ, JOSE	15761	CAYMAN CIR	92551-4629	GOMEZ ISAS JOSE OMAR	15761 CAYMAN CIR	MORENO \	92551	255.29	25.53	50.55	331.36
31535665009	486222040	684277	WILLIAMS, VICTORIA (RENT)	15765	CAYMAN CIR	92551-4629	ANAYA JESUS	12712 LEFLOSS AVE	NORWALK	90650	375.47	37.55	74.34	487.36
93081675007	260091012	684277	BETANCOURT, JOSE R (OWNR)	23726	CEDAR CREEK TER	92557-2902	BETANCOURT BENITEZ JOSE R	23726 CEDAR CREEK TER	MORENO \	92557	38.92	3.892	7.71	50.5
85933845004	260091011	684277	SALDANA, ANGELITA (RENT)	23734	CEDAR CREEK TER	92557-2902	CHENG XIAOGUANG	13107 COUNTRY CLUB WAY	WHITTIER	90601	219.03	21.90	43.37	284.30
31412685007	260091009	684277	GUILLERMO, VICTORIA	23750	CEDAR CREEK TER	92557-2902	GUILLERMO ARNIE Q	23750 CEDAR CREEK TER	MORENO \	92557	191.77	19.18	37.97	248.90
93798785003	260091008	684277	GOULATTE, MIMIELLE	23758	CEDAR CREEK TER	92557-2902	GOULATTE MIMIELLE S	23758 CEDAR CREEK TER	MORENO \	92557	155.29	15.53	30.75	201.56
31075195005	260091004	684277	YORTY, NAOMI (RENT)	23798	CEDAR CREEK TER	92557-2903	BECKER CHRISTY	23798 CEDAR CREEK TER	MORENO \	92557	95.60	9.56	18.98	124.08
65795835003	260101015	684277	SPAAN, DANIEL AND MICHELLE	23950	CEDAR CREEK TER	92557-2905	SPAAN MICHELLE	23950 CEDAR CREEK TER	MORENO \	92557	255.29	25.53	50.55	331.36
90993085004	488190018	684277	RAMIREZ, MARYSOL (OWNR)	27271	CEDAR CT	92555-4654	RAMIREZ MARYSOL	22204 CROWN PRINCESS CT	NUEVO CA	92567	255.40	25.54	50.57	331.50
93777255008	488190014	684277	ANDERSON, EDDIE	27306	CEDAR CT	92555-4655	ANDERSON EDDIE RAY	27306 CEDAR CT	MORENO \	92555	255.40	25.54	50.57	331.50
93181663007	260133004	684277	COPPOLA, LISA (RENT)	10833	CEDAR TREE DR	92557-3920	WATSON JEFFREY A	11109 NIGHT SHADOW DR	MORENO \	92555	154.48	15.45	30.59	200.50
97166485002	479352004	684277	ESQUIVEL, ERIKA	25555	CEDARBROOK AVE	92553-4746	ARREGUIN ALFREDO J	25555 CEDARBROOK AVE	MORENO \	92553	255.40	25.54	50.57	331.50
31470195008	312300017	684277	CHAVEZ, MARIA (RENT)	16512	CENTURY ST	92551-2414	RICE RAY W	16512 CENTURY ST	MORENO \	92551	115.40	11.54	22.85	149.78
85649975008	312300028	684277	GUZMAN, BELINDA AND ALEX	16642	CENTURY ST	92551-2409	GUZMAN ALEX S	16642 CENTURY ST	MORENO \	92551	191.77	19.18	37.97	248.90
55801815005	312311004	684277	NELDER, KEITH	16890	CENTURY ST	92551-2430	ALEJOS SANDRA L	16890 CENTURY ST	MORENO \	92551	207.64	20.76	41.11	269.50
93640565003	312311001	684277	POTESTA, LORENZO AND CECILIA	16932	CENTURY ST	92551-2420	RODRIGUEZ CECILIA	16932 CENTURY ST	MORENO \	92551	255.40	25.54	50.57	331.50
94527265004	312031025	684277	HENRY, MARILYN (RENT)	25264	CEREMONY AVE	92551-9283	LARA MANUEL	12671 BOLIVAR PL	GARDEN G	92843	60.53	6.053	11.98	78.56
57163235000	312031028	684277	MALDONADO, IRENE	25300	CEREMONY AVE	92551-9223	DIAZ GABRIEL	25300 CEREMONY AVE	MORENO \	92551	61.40	6.14	12.16	79.68
31363565007	312032006	684277	LARIOS, MELVIN	25307	CEREMONY AVE	92551-9224	GUIGNARD RENE	24816 FORTUNE BAY LN	MORENO \	92551	212.48	21.25	42.07	275.78
62196765001	312042036	684277	SAUCER, TYRONE	25403	CEREMONY AVE	92551-9286	SAUCER BARBARA A	25403 CEREMONY AVE	MORENO \	92551	255.18	25.518	50.53	331.22
69792515003	296191005	684277	RUIZ, AMELIA	13773	CHAGALL CT	92553-9628	DELAO JOSE	13773 CHAGALL CT	MORENO \	92553	255.29	25.53	50.55	331.36
31279145004	296191004	684277	FIMBRES, FRANCISCA	13785	CHAGALL CT	92553-9628	FIMBRES FRANCISCA	13785 CHAGALL CT	MORENO \	92553	255.29	25.53	50.55	331.36
89588953008	296221005	684277	SOLIS, ADAN (OWNR)	13905	CHAGALL CT	92553-9647	SOLIS ADAN	13905 CHAGALL CT	MORENO \	92553	253.24	25.32	50.14	328.70
90836325001	296175003	684277	DELHOYO, DOMINGO RAY	23388	CHALLIS CT	92553-3432	DELHOYO DOMINGO RAY	23388 CHALLIS CT	MORENO \	92553	332.40	33.24	65.82	431.44
80795605002	296175027	684277	MCNAIR, JEWEL	23405	CHALLIS CT	92553-3469	MCNAIR JEWEL	23405 CHALLIS CT	MORENO \	92553	236.17	23.62	46.76	306.54
31531325002	296175008	684277	VARGAS, GUADALUPE	23428	CHALLIS CT	92553-3497	REYES ASHER	23428 CHALLIS CT	MORENO \	92553	361.31	36.13	71.54	468.98
31079035001	296175012	684277	ALFARO, THEODORO	23460	CHALLIS CT	92553-3466	ALFARO TEODORO	23460 CHALLIS CT	MORENO \	92553	255.29	25.53	50.55	331.36
94305485009	296175019	684277	SHORE, PRECIOUS	23469	CHALLIS CT	92553-3469	AGUILAR ARTURO	23469 CHALLIS CT	MORENO \	92553	255.40	25.54	50.57	331.50
31309345007	291344039	684277	GARCIA, MARLENE	22784	CHAMBRAY DR	92557-6916	ARRIAGA MARCO	22784 CHAMBRAY DR	MORENO \	92557	56.12	5.61	11.11	72.84
31532555009	291333005	684277	ROBINSON, GEORGIA (OWNR)	22886	CHAMBRAY DR	92557-6918	ROBINSON GEORGIA	22886 CHAMBRAY DR	MORENO \	92557	63.96	6.40	12.66	83.02
93180795002	291334021	684277	ZEPEDA, SONIA AND VICENTE	22901	CHAMBRAY DR	92557-6919	ZEPEDA VICENTE	22901 CHAMBRAY DR	MORENO \	92557	199.73	19.97	39.55	259.24
93143255003	291332027	684277	SAVEDRA, JOSE	22940	CHAMBRAY DR	92557-6920	SAAVEDRA MARIA DE LA LUZ	22940 CHAMBRAY DR	MORENO \	92557	255.29	25.53	50.55	331.36
31655295003	291334011	684277	DIAZ, MIKE	22967	CHAMBRAY DR	92557-6919	DIAZ JORGE A	21354 TOWNSENDIA AVE	MORENO \	92557	255.40	25.54	50.57	331.50
31627685000	291334010	684277	GARCIA, SILVIA (RENT)	22973	CHAMBRAY DR	92557-6919	DURAN SANTIAGO	22973 CHAMBRAY DR	MORENO \	92557	157.70	15.77	31.22	204.68
50909275004	304151007	684277	LETHIA, PERRY (RENT)	28068	CHAMPIONSHIP DR	92555-6411	RAMOS ARMANDO	28068 CHAMPIONSHIP DR	MORENO \	92555	255.40	25.54	50.57	331.50
91736143000	304153009	684277	JONES, LAMONICA	28107	CHAMPIONSHIP DR	92555-6415	ANDERSON ALBERTA THOMASINA	28107 CHAMPIONSHIP DR	MORENO \	92555	355.04	35.50	70.30	460.84
94412473005	304132021	684277	POLANCO, ANNA (OWNR)	28370	CHAMPIONSHIP DR	92555-6302	POLANCO ANA E	28370 CHAMPIONSHIP DR	MORENO \	92555	155.29	15.53	30.75	201.56
62567995005	304131011	684277	LOVATO, SIMONETTE (OWNR)	28385	CHAMPIONSHIP DR	92555-6303	LOVATO RUDY E	28285 CHAMPIONSHIP DR	MORENO \	92555	54.20	5.42	10.73	70.34
97714153008	304132018	684277	JERNIGAN,BAYLA	28394	CHAMPIONSHIP DR	92555-6302	HUANG TAO	28394 CHAMPIONSHIP DR	MORENO \	92555	241.94	24.19	47.90	314.02
86845785001	304131013	684277	BALDWIN, GRAHAM	28401	CHAMPIONSHIP DR	92555-6305	BALDWIN GRAHAM J	28401 CHAMPIONSHIP DR	MORENO \	92555	255.29	25.53	50.55	331.36
64515265005	479432002	684277	ZUNIGA, CHRISTOPHER (OWNR)	12020	CHAMPLAIN ST	92557-7713	ZUNIGA CHRISTOPHER	12020 CHAMPLAIN ST	MORENO \	92557	83.96	8.396	16.62	108.98
31591765001	479432008	684277	ALLEN, JUSTIN	12096	CHAMPLAIN ST	92557-7713	ALLEN JUSTIN LAMAR	12096 CHAMPLAIN ST	MORENO \	92557	229.78	22.98	45.50	298.24
81185965009	479432009	684277	WRIGHT, HAZEL M	12110	CHAMPLAIN ST	92557-7713	WRIGHT HAZEL M	PO BOX 991	MORENO \	92556	63.96	6.40	12.66	83.02
99234883002	479433006	684277	MITCHELL, EBONY	12123	CHAMPLAIN ST	92557-7714	MITCHELL EBONY	12123 CHAMPLAIN ST	MORENO \	92557	63.96	6.40	12.66	83.02
31151675003	479433004	684277	JENKINS, LAJO (RENT)	12149	CHAMPLAIN ST	92557-7714	WRIGHT PAUL	12149 CHAMPLAIN ST	MORENO \	92557	255.40	25.54	50.57	331.50
31201575007	487013018	684277	ORTIZ, ALFONSO	12185	CHAMPLAIN ST	92557-7716	ORTIZ ALFONSO	12185 CHAMPLAIN ST	MORENO \	92557	191.66	19.17	37.95	248.76
31590595009	487014002	684277	CORTEZ, LAURA	12186	CHAMPLAIN ST	92557-7757	CORTEZ LAURA L	12186 CHAMPLAIN ST	MORENO \	92557	255.29	25.53	50.55	331.36
88605843005	487013016	684277	HAYES, HENRY JR (RENTR)	12205	CHAMPLAIN ST	92557-7716	PALEJWALA BHAGAVAT M	18409 SANTANA	CERRITOS	90703	201.94	20.194	39.98	262.1
91777113000	487014006	684277	LEMUS, ALEX (OWNR)	12230	CHAMPLAIN ST	92557-7715	LEMUS ALEX	12230 CHAMPLAIN ST	MORENO \	92557	255.40	25.54	50.57	331.50
52639975008	487015010	684277	BILL, TINA	12273	CHAMPLAIN ST	92557-7717	BILL EDWARD	12273 CHAMPLAIN ST	MORENO \	92557	268.80	26.88	53.22	348.90
31145145007	487014012	684277	MC DANIEL, BRUCE (RENT)	12296	CHAMPLAIN ST	92557-7715	MCDANIEL TONY R	12296 CHAMPLAIN ST	MORENO \	92557	407.52	40.75	80.69	528.96
31217345002	487023019	684277	VALADEZ, MANUEL (RENT)	12373	CHAMPLAIN ST	92557-7740	GOLDLINK INV	2654 SHERWOOD AVE	FULLERTOI	92831	24.96	2.50	4.94	32.38
92627155007	487023018	684277	MARTIN, ELANA	12385	CHAMPLAIN ST	92557-7740	MARTIN ALEX	12385 CHAMPLAIN ST	MORENO \	92557	120.29	12.03	23.82	156.12
91471443001	484153004	684277	TIT, MONIROUT	14432	CHANTRY DR	92553-4948	VONG LAURIE T	14432 CHANTRY DR	MORENO \	92553	255.29	25.53	50.55	331.36
31217545000	484153006	684277	MICHEL, SALVADOR	14462	CHANTRY DR	92553-4948	MICHEL SALVADOR	14462 CHANTRY DR	MORENO \	92553	332.40	33.24	65.82	431.44
31466795000	484162031	684277	ROEL, JESUS	14512	CHANTRY DR	92553-4942	ROEL JESUS	14512 CHANTRY DR	MORENO \	92553	255.29	25.53	50.55	331.36
31204885006	479441018	684277	CARBALLERO, SANTOS	13650	CHARA AVE	92553-4838	CARBALLIDO SANTOS	13650 CHARA AVE	MORENO \	92553	255.29	25.53	50.55	331.36

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31415015001	479441017	684277	MEDINA, FIDEL (RENT)	13662	CHARA AVE	92553-4838	LE DOUG CHI	3018 ROSEWOOD AVE	SANTA AN	92707	31.04	3.10	6.15	40.28
31176765001	479441023	684277	CASAS, NORMA	13675	CHARA AVE	92553-4838	CASAS ISMAEL	13675 CHARA AVE	MORENO V	92553	361.02	36.102	71.48	468.6
31376435007	479441013	684277	DEANE, EDITH	13712	CHARA AVE	92553-4879	DEANE EDYTH L	13712 CHARA AVE	MORENO V	92553	255.29	25.53	50.55	331.36
92923183004	479441026	684277	PEREZ, ALBERTO AND LAURA	13713	CHARA AVE	92553-4839	PEREZ DOROTEO	13713 CHARA AVE	MORENO V	92553	39.31	3.93	7.78	51.02
88492165000	479441012	684277	RODGERS, KIM	13724	CHARA AVE	92553-4879	HAMILTON KENNETH	13724 CHARA AVE	MORENO V	92553	255.18	25.518	50.53	331.22
87773225002	479623003	684277	HINES, CHERMEL (RENT)	13785	CHARA AVE	92553-4881	HINES MANUELA Y	36036 COUNTRY PARK DR	WILDOMA	92595	255.40	25.54	50.57	331.50
58077535008	479622033	684277	GUIDOLIN, TERESITA	13814	CHARA AVE	92553-4827	GUIDOLIN TERESITA M	13814 CHARA ST	MORENO V	92553	121.64	12.16	24.08	157.88
31510625001	479622034	684277	DEL ROSARIO, JAVIER (OWNR)	13828	CHARA AVE	92553-4827	DELROSARIO JAVIER	13828 CHARA ST	MORENO V	92553	289.81	28.98	57.38	376.16
89011253008	479622035	684277	MARQUEZ, SUSANA AND BERNAR	13842	CHARA AVE	92553-4827	HURTADO GEMA M	13842 CHARA ST	MORENO V	92553	255.40	25.54	50.57	331.50
86082753007	479633003	684277	MC CREA, CHRISTOPHER (OWNR)	13883	CHARA AVE	92553-4829	MCCREA CHRISTOPHER ADAM	13883 CHARA ST	MORENO V	92553	105.49	10.549	20.89	136.92
31050065005	479632015	684277	ROBINSON, BETTY	13926	CHARA AVE	92553-4880	ROBINSON BETTY ANN	13926 CHARA ST	MORENO V	92553	255.29	25.53	50.55	331.36
31438615007	479632018	684277	CASTANEDA, AMADO (OWNR)	13968	CHARA AVE	92553-4880	RAMOS RICARDO CASTANEDA	11038 SULTAN ST	MORENO V	92557	255.40	25.54	50.57	331.50
68524195008	479632020	684277	PINKNEY, DARRELL	13996	CHARA AVE	92553-4880	PINKNEY DARRELL	13996 CHARA ST	MORENO V	92553	255.40	25.54	50.57	331.50
31484335000	308540020	684277	FLANNIGAN, KAROLYN	26146	CHARISMATIC CT	92555-3388	FLANNIGAN KAROLYN D	26146 CHARISMATIC CT	MORENO V	92555	255.29	25.53	50.55	331.36
31637985006	308540033	684277	WARNER, TANEAL MARIE (OWNR)	26163	CHARISMATIC CT	92555-3388	WARNER TANEAL MARIE	26163 CHARISMATIC CT	MORENO V	92555	255.40	25.54	50.57	331.50
87239805002	256451003	684277	HUME, PETER	11462	CHAUCER ST	92557-8315	HUME PETER J	11462 CHAUCER ST	MORENO V	92557	318.92	31.89	63.15	413.94
92980545009	256311010	684277	WHITTINGTON, TRACY (RENT)	11510	CHAUCER ST	92557-8317	TADASSA YADATA F	523 MAIN ST	OLD SAYBR	6475	263.40	26.34	52.15	341.88
31194065001	486061039	684277	CRUZ, AMANDA	15175	CHELBANA WAY	92551-1458	CRUZ VICENTE D	15175 CHELBAMA WAY	MORENO V	92551	255.29	25.53	50.55	331.36
31454395000	291553009	684277	SAAVEDRA, RICH (OWNR)	22650	CHELSEA ST	92553-1875	SAAVEDRA RICHARD	2360 NW 122ND DR	CORAL SPR	33065	76.45	7.645	15.14	99.22
31537305001	291553011	684277	BIRTS, LARRY (RENT)	22670	CHELSEA ST	92553-1875	BENSOR MICHAEL	44143 PARCELLA CT	TEMECULA	92592	34.50	3.45	6.83	44.78
96317433003	291622002	684277	CHADWICK, TAMI AND MICHAEL (	13315	CHERRYLAUREL AVE	92553-6918	THAI THANH	17051 VIA LOS CABALLEROS	RIVERSIDE	92504	255.40	25.54	50.57	331.50
90577603002	479622001	684277	CHAVEZ, AUGUSTINE (OWNR)	13861	CHERVIL CT	92553-4811	MIRANDA RAMON G	26599 GEORGE ST	LOMA LIND	92354	185.40	18.54	36.71	240.64
31288335005	479631003	684277	LOUQUE, ANGELA	13912	CHERVIL CT	92553-4814	LOUQUE ANGELA R CLARK	13912 CHERVIL CT	MORENO V	92553	255.40	25.54	50.57	331.50
31109655005	479631004	684277	ONUKOGU, SONJA	13926	CHERVIL CT	92553-4814	ONUKOGU OBI	13926 CHERVIL CT	MORENO V	92553	255.29	25.53	50.55	331.36
56703385002	479632003	684277	PATTILO, IVORY	13969	CHERVIL CT	92553-4812	COLE ADREAINNE JENICA	13969 CHERVIL CT	MORENO V	92553	327.52	32.752	64.85	425.12
90777905005	487202025	684277	AGUON, ANTONY (RENT)	26228	CHESTNUT DR	92555-2244	RIVERA JUAN CARLOS	P O BOX 407	FULLERTO	92836	162.04	16.20	32.08	210.32
31630185009	487212001	684277	MORALES, TRINIDAD	26340	CHESTNUT DR	92555-2247	MORALES TRINIDAD	26340 CHESTNUT DR	MORENO V	92555	255.40	25.54	50.57	331.50
31236665004	296175068	684277	ZAMBRANO, JAVIER	13370	CHIANTE CT	92553-3492	ZAMBRANO JAVIER H	13370 CHIANTE CT	MORENO V	92553	332.16	33.216	65.77	431.14
92600805008	484201044	684277	ROMERO, BERENICE (RENT)	25463	CHIPMAN HILL CT	92553-7137	ASARE ANTWI KWADWO	25463 CHIPMAN HILL CT	MORENO V	92553	255.40	25.54	50.57	331.50
59314665006	482582015	684277	SALDANA, CELERINO (OWNR)	24785	CHIPPENDALE ST	92553-5869	SALDANA DAVID A	24785 CHIPPENDALE ST	MORENO V	92553	191.77	19.18	37.97	248.90
31479395007	482582004	684277	CARO, DENISSE (RENT)	24810	CHIPPENDALE ST	92553-5817	ANSARI SARA	PO BOX 50193	IRVINE CA	92619	63.96	6.40	12.66	83.02
96194935001	482582013	684277	VEGA, TERESA	24813	CHIPPENDALE ST	92553-5817	SOLORIO MIRIAM E	24813 CHIPPENDALE ST	MORENO V	92553	23.96	2.40	4.74	31.10
31135645003	482582005	684277	SHIN, ANTHONY AND TIFFANY HE	24824	CHIPPENDALE ST	92553-5817	SHIN ANTHONY	25522 CARROL CT	LOMA LIND	92354	271.53	27.15	53.76	352.44
55097745005	482582007	684277	ARELLANO, JESSE	24850	CHIPPENDALE ST	92553-5817	ARELLANO JESUS RAUL	24850 CHIPPENDALE ST	MORENO V	92553	255.29	25.53	50.55	331.36
31578975004	482582008	684277	NUNEZ, MARTY (RENT)	24868	CHIPPENDALE ST	92553-5817	MORALES SERGIO	1420 E EDINGER AVE NO 107	SANTA AN	92707	73.31	7.331	14.52	95.14
31615425000	475331002	684277	RUVALCABA, FRANCISCO	24102	CHIPPEWA TRL	92557-5014	CHIARENZA IRMA LETICIA	9761 IMPERIAL AVE	GARDEN G	92844	155.29	15.53	30.75	201.56
31370575000	475331003	684277	CLIME, LUANA	24118	CHIPPEWA TRL	92557-5014	CLIME JOHN	24118 CHIPPEWA TR	MORENO V	92557	182.40	18.24	36.12	236.74
31126125001	475331004	684277	BERDEJO, MARINO AND MARIA	24134	CHIPPEWA TRL	92557-5014	BERDEJO MARIA	24134 CHIPPEWA TR	MORENO V	92557	255.29	25.53	50.55	331.36
31359265008	475331007	684277	KHANG CHEN, KHAM YOT (RENT)	24158	CHIPPEWA TRL	92557-5014	JOHN ADAM INV	10161 BOLSA AVE NO 204C	WESTMINS	92683	191.77	19.18	37.97	248.90
31167035004	475331008	684277	HILDEBRANDT, GREGORY	24166	CHIPPEWA TRL	92557-5014	HILDEBRANDT GREGORY	24166 CHIPPEWA TR	MORENO V	92557	109.10	10.91	21.60	141.6
31152405008	475332004	684277	TAVUI, GAIULI (RENT)	24203	CHIPPEWA TRL	92557-5016	TAVARES PRIMITIVO	24203 CHIPPEWA TR	MORENO V	92557	310.51	31.05	61.48	403.04
31648825007	475331012	684277	MONTGOMERY, JESSICA	24212	CHIPPEWA TRL	92557-5014	MONTGOMERY ERIC	24212 CHIPPEWA TR	MORENO V	92557	255.40	25.54	50.57	331.50
84926435005	475332006	684277	PETROCELLI, EDWARD (RENT)	24223	CHIPPEWA TRL	92557-5016	BELL PAMELA LYNN	2044 W WILLOW AVE	ORANGE C	92868	93.89	9.389	18.59	121.86
71107555001	475331013	684277	CHRISTIAN, ANDREW (OWNR)	24224	CHIPPEWA TRL	92557-5014	BUTLER EARNESTINE	25559 CALLITA ST	MORENO V	92551	332.64	33.26	65.86	431.76
52206765000	475032021	684277	VITELA, SAMUEL	24263	CHIPPEWA TRL	92557-5026	VITELA SAMUEL	24263 CHIPPEWA TR	MORENO V	92557	255.40	25.54	50.57	331.50
74557555004	475031001	684277	FINCH, AQURANIST (OWNR)	24330	CHIPPEWA TRL	92557-5021	FINCH SHAUN	24330 CHIPPEWA TR	MORENO V	92557	255.40	25.54	50.57	331.50
95740455002	475031002	684277	MHOON, ANGEINETTE (RENT)	24344	CHIPPEWA TRL	92557-5021	HARRIS LUCY	24344 CHIPPEWA TR	MORENO V	92557	255.40	25.54	50.57	331.50
93631055009	475031006	684277	TORRES, NELLY (RENT)	24404	CHIPPEWA TRL	92557-5021	WQ INV CORP	15568 BROOKHURST NO 364	WESTMINS	92683	348.36	34.84	68.98	452.16
31059455004	475032002	684277	BELL, LUCAS (OWNR)	24519	CHIPPEWA TRL	92557-5024	BELL LUCAS G	24519 CHIPPEWA TR	MORENO V	92557	255.40	25.54	50.57	331.50
31414525007	475032001	684277	FELTENBERGER, MARK (RENT)	24533	CHIPPEWA TRL	92557-5024	TEJEDA KAREN Y	24533 CHIPPEWA TR	MORENO V	92557	319.14	31.91	63.19	414.24
69566575008	475321017	684277	WALKER, LISA (RENT)	24575	CHIPPEWA TRL	92557-5025	DENNIS WILLIAM R	28119 N MAIN ST STE A	DAPHNE A	36526	186.64	18.664	36.95	242.24
77475845006	484121028	684277	EVANS, TERI	14217	CHOLLA DR	92553-4434	EVANS THERESA M	14217 CHOLLA DR	MORENO V	92553	255.29	25.53	50.55	331.36
31355605005	484122017	684277	BROWN, SHERRIE (RENT)	14326	CHOLLA DR	92553-4422	VEGA JOSE BERNUDEZ	14326 CHOLLA DR	MORENO V	92553	165.36	16.536	32.74	214.62
84774845003	484121018	684277	BILTON, LUSHER AND MARY	14327	CHOLLA DR	92553-4401	BILTON LUSHER	14327 CHOLLA DR	MORENO V	92557	255.29	25.53	50.55	331.36
74862285005	484121011	684277	BRUCE, TAMI	14397	CHOLLA DR	92553-4401	MEYERS EUFEMIA A	3604 SUMMER BROOK CT	ST LOUIS M	63129	255.29	25.53	50.55	331.36
93822135008	484121009	684277	VELOZ, ESTHER	14417	CHOLLA DR	92553-4436	VELOZ ESTHER	14417 CHOLLA DR	MORENO V	92553	332.40	33.24	65.82	431.44
1.0038E+11	484121007	684277	BANUELOS, ADRIANA	14437	CHOLLA DR	92553-4436	BANUELOS ADRIANA	14437 CHOLLA DR	MORENO V	92553	255.29	25.53	50.55	331.36
48358975002	484122019	684277	GOERING, GARY	14446	CHOLLA DR	92553-4437	GOEHRING GARY W	14446 CHOLLA DR	MORENO V	92553	255.29	25.53	50.55	331.36
94775465007	484232013	684277	LOPEZ, VERONICA (OWNR)	14524	CHOLLA DR	92553-7102	LOPEZ EPIFANIA	14524 CHOLLA DR	MORENO V	92553	28.39	2.84	5.62	36.84
91545023000	484232011	684277	HERNANDEZ, JESSICA (RENT)	14552	CHOLLA DR	92553-7102	GUIGNARD RENE	24816 FORTUNE BAY LN	MORENO V	92551	504.45	50.45	99.88	654.76
31363345004	484231007	684277	HOOKS, YOLANDA (RENT)	14593	CHOLLA DR	92553-7103	HOOKS YOLANDA	14593 CHOLLA DR	MORENO V	92553	158.58	15.87	31.42	205.96
97265435003	487184002	684277	SHORT, DEVLON	12290	CHUKAR LN	92555-2000	SHORT DEVLON N	12290 CHUKAR LN	MORENO V	92555	255.40	25.54	50.57	331.50
97864455008	487184004	684277	GONZALEZ, VICTOR (OWNR)	12330	CHUKAR LN	92555-2003	GONZALEZ VICTOR G	805 E NEW YORK ST	LONG BEA	90813	255.18	25.518	50.53	331.22
84395455008	487183009	684277	ARELLANO, CIELO	12331	CHUKAR LN	92555-2036	ARELLANO EDGAR T	12331 CHUKAR LN	MORENO V	92555	129.96	13.00	25.73	168.68
48612305003	308620039	684277	YEBOAH, DANIEL (OWNR)	26901	CIMARRON CANYON DI	92555-4991	YEBOAH DANIEL	26901 CIMARRON CANYON DR	MORENO V	92555	99.03	9.90	19.61	128.54

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94426355000	308621009	684277	BREWSTER JR, HAMILTON (OWNR	26914	CIMARRON CANYON DI	92555-4991	BREWSTER HAMILTON C	26914 CIMARRON CANYON DR	MORENO V	92555	268.50	26.85	53.16	348.50
68419665002	308601020	684277	VARGAS, JOHANNA	26941	CIMARRON CANYON DI	92555-4992	VARGAS JOHANNA E	26941 CIMARRON CANYON DR	MORENO V	92555	255.40	25.54	50.57	331.50
92909285002	264143017	684277	RIQUELME, HODTONIELK CT	23599	CINNAMON CREEK CT	92557-6218	MORENO KIMBERLY	23599 CINNAMON CREEK CT	MORENO V	92557	255.40	25.54	50.57	331.50
73258955006	264143014	684277	EBERT, GEORGE	23600	CINNAMON CREEK CT	92557-6218	EBERT GEORGE	23600 CINNAMON CREEK CT	MORENO V	92557	255.40	25.54	50.57	331.50
55886125001	264143019	684277	FLINT, JERRY	23617	CINNAMON CREEK CT	92557-6218	FLINT JERRY C	23617 CINNAMON CREEK CT	MORENO V	92557	332.40	33.24	65.82	431.44
31575535003	264143011	684277	CRUZ, HEATHER (RENT)	23622	CINNAMON CREEK CT	92557-6218	MOLINA RODOLFO	23622 CINNAMON CREEK CT	MORENO V	92557	268.06	26.81	53.08	347.94
68246145009	316092010	684277	BAEZ, JOE	24869	CITADEL ST	92551-7229	VALDEZ JACQUELINE	24869 CITADEL ST	MORENO V	92551	255.40	25.54	50.57	331.50
91487853000	474730004	684277	JARA, SANDRA (OWNR)	11861	CITRUS CT	92557-6644	JARA MODESTO A	11861 CITRUS CT	MORENO V	92557	254.24	25.42	50.34	330.00
48394135004	256320032	684277	IRVING, BEATRICE	11515	CLARK ST	92557-8536	IRVING BEATRICE ANNETTE	11515 CLARK ST	MORENO V	92557	332.64	33.26	65.86	431.76
31515035004	256320036	684277	MOFEED, ASHMED	11571	CLARK ST	92557-8536	MOFEED AHMAD M	11571 CLARK ST	MORENO V	92557	255.29	25.53	50.55	331.36
55078045002	482304030	684277	GOMEZ, MARISOL	14683	CLAUDINE ST	92553-2408	GOMEZ MARISOL	14683 CLAUDINE ST	MORENO V	92553	255.29	25.53	50.55	331.36
91875085008	482304027	684277	TYLER, ROBERT	14713	CLAUDINE ST	92553-3530	HIPPOZE BULK INV	1627 VIA ROMA ST	CORONA C	92881	332.40	33.24	65.82	431.44
31485015004	482304025	684277	TORRES, JOSE AND LORENA (RENT	14733	CLAUDINE ST	92553-3530	PINEDA KEVIN ANIBAL	14733 CLAUDINE ST	MORENO V	92553	331.44	33.14	65.68	430.2
97800625007	482305014	684277	SEPULVEDA, PATRICIA (RENT)	14734	CLAUDINE ST	92553-3517	VERGARA MERCEDES	14734 CLAUDINE ST	MORENO V	92553	255.40	25.54	50.57	331.50
55138855003	308481004	684277	VILLALOBOS, RUBEN	17087	CLEVELAND BAY WAY	92555-3357	NATIVIDAD BEVERLY	17087 CLEVELAND BAY WAY	MORENO V	92555	255.29	25.53	50.55	331.36
69737535004	308481012	684277	JOSHUEA, VANESSA (RENT)	17141	CLEVELAND BAY WAY	92555-3359	SHTAYYEH OSAMAH	17141 CLEVELAND BAY WAY	MORENO V	92555	255.40	25.54	50.57	331.50
92319095004	308480001	684277	CASTRO, ADAM (OWNR)	17234	CLEVELAND BAY WAY	92555-3359	DELATORRE KORINA	17234 CLEVELAND BAY WAY	MORENO V	92555	255.40	25.54	50.57	331.50
95271185005	482384006	684277	PASILLAS, JOHN (RENT)	14800	CLIFFROSE CT	92553-3607	PASILLAS KIMBERLY J	14800 CLIFFROSE CT	MORENO V	92553	255.40	25.54	50.57	331.50
96846725000	482384002	684277	LUJAN, SANDRA (RENT)	14848	CLIFFROSE CT	92553-3607	REYES OTILIO	12218 ELDERBERRY ST	CHINO CA	91710	255.40	25.54	50.57	331.50
96774145006	482353015	684277	ROMINE, KATHY	14868	CLIFFROSE CT	92553-3607	SCHROEDER SUSAN C	PO BOX 3183	BEAUMON	92223	332.40	33.24	65.82	431.44
88255623005	482353017	684277	THOMPSON, SHARON (OWNR)	14906	CLIFFROSE CT	92553-3606	THOMPSON SHARON LEE	14906 CLIFFROSE CT	MORENO V	92553	249.48	24.948	49.40	323.82
88508045009	482353010	684277	HERNANDEZ, ALMA (OWNR)	14928	CLIFFROSE CT	92553-3606	HERNANDEZ MARTIN	PO BOX 9702	MORENO V	92552	91.29	9.13	18.08	118.48
94820555002	482353009	684277	SMITH, DEBRA	14940	CLIFFROSE CT	92553-3606	SMITH ROBIN D	14940 CLIFFROSE CT	MORENO V	92553	332.16	33.216	65.77	431.14
96270275007	482353002	684277	SANCHEZ, BRENDA	14988	CLIFFROSE CT	92553-3606	SANCHEZ BRENDA	14988 CLIFFROSE CT	MORENO V	92553	332.40	33.24	65.82	431.44
31158755001	482353001	684277	JOHNSON, MARSHA	14996	CLIFFROSE CT	92553-3606	CONCANNON BRIAN T	5505 VIA SAN JACINTO	RIVERSIDE	92506	255.29	25.53	50.55	331.36
31631805007	484142009	684277	ESPINOZA, ROSARIO (OWNR)	25616	CLIFTON CT	92553-4900	ESPINOZA ROSARIO SERRATO	25616 CLIFTON CT	MORENO V	92553	255.40	25.54	50.57	331.50
31480105006	264402007	684277	MARQUEZ, GOEL	22460	CLIMBING ROSE DR	92557-5939	MARQUEZ JOEL FIGUEROA	22460 CLIMBING ROSE DR	MORENO V	92557	255.29	25.53	50.55	331.36
71550495005	264352008	684277	RIDEAUX, LOUISE	22579	CLIMBING ROSE DR	92557-6033	RIDEAUX LOUISE M	22579 CLIMBING ROSE DR	MORENO V	92557	59.31	5.93	11.74	76.98
97394315006	264352009	684277	CAMPBELL, TERRA	22589	CLIMBING ROSE DR	92557-6033	CAMPBELL JOSEPH H	22589 CLIMBING ROSE DR	MORENO V	92557	255.29	25.53	50.55	331.36
92015013005	264351002	684277	LAYTON, TIMOTHY (OWNR)	22640	CLIMBING ROSE DR	92557-6000	LAYTON TIMOTHY	22640 CLIMBING ROSE DR	MORENO V	92557	396.17	39.62	78.44	514.22
70573555005	264352016	684277	DIXON, RICHARD	22659	CLIMBING ROSE DR	92557-6034	DALLIN	5440 TRABUCO RD	IRVINE CA	92602	255.29	25.529	50.55	331.36
64712295002	264273004	684277	ALEX, EDMOND	22766	CLIMBING ROSE DR	92557-6008	ALEX EDMOND T	22766 CLIMBING ROSE DR	MORENO V	92557	255.29	25.53	50.55	331.36
70032215004	264271012	684277	BELL, JOHNNY AND YVONNE	22817	CLIMBING ROSE DR	92557-6042	BELL JOHNNY	22817 CLIMBING ROSE DR	MORENO V	92557	255.29	25.53	50.55	331.36
93727375008	264271010	684277	CERIBAN, ROMEO (RENT)	22845	CLIMBING ROSE DR	92557-6042	DURAN EVA B	22845 CLIMBING ROSE DR	MORENO V	92557	294.78	29.48	58.37	382.62
96058955003	488281019	684277	BROWN, HOMER	12323	CLOUDBURST TRL	92555-5426	BROWN HOMER	12323 CLOUDBURST TR	MORENO V	92555	332.40	33.24	65.82	431.44
93522615003	488292008	684277	SANTIAGO, NIDIA (OWNR)	12368	CLOUDBURST TRL	92555-5426	SANTIAGO MANUEL E	12368 CLOUDBURST TR	MORENO V	92555	207.64	20.76	41.11	269.50
58437525006	484201037	684277	WOOD, TIMOTHY	25405	CLOVELLY CT	92553-7138	WOODS TIMOTHY L	25405 CLOVELLY CT	MORENO V	92553	255.29	25.53	50.55	331.36
97048645009	484201040	684277	KOREL, DEBRA (RENT)	25412	CLOVELLY CT	92553-7138	SIEN ELAINE K	291 CORPORATE TERRACE CIR	CORONA C	92879	115.29	11.53	22.83	149.64
31595495009	484201035	684277	FIELDS, PAMELA	25433	CLOVELLY CT	92553-7138	FIELDS AUBREY D	25433 CLOVELLY CT	MORENO V	92553	255.29	25.53	50.55	331.36
90998865005	485033033	684277	MARTINEZ, GILBERT	24161	CLOVER AVE	92551-3611	MARTINEZ GILBERT	P O BOX 2216	RIVERSIDE	92516	254.52	25.45	50.39	330.36
60328595008	482423009	684277	HERNANDEZ, HUGO	14770	CLOVERFIELD RD	92553-5710	FEDERAL NATL MORTGAGE ASSN	14770 CLOVERFIELD RD	MORENO V	92553	255.29	25.53	50.55	331.36
31136505000	482422013	684277	CASTREJON, RAMON (RENT)	14825	CLOVERFIELD RD	92553-3982	DEAVILA MARIO EMANUEL SOJO	15810 WEDOW RD	MORENO V	92551	44.86	4.486	8.88	58.22
31400465008	482423005	684277	TRAN, TUAN (OWNR)	14834	CLOVERFIELD RD	92553-3999	TRAN HA	23331 RIDGELINE RD	DIAMOND	91765	255.40	25.54	50.57	331.50
31598465009	482422016	684277	JUAREZ, ASA (RENT)	14875	CLOVERFIELD RD	92553-3982	LUCATERO ALBERTO	14875 CLOVERFIELD RD	MORENO V	92553	329.34	32.93	65.21	427.48
69939535006	482411001	684277	GUZMAN, CRYSTOBAL	14914	CLOVERFIELD RD	92553-5711	GUZMAN MARIA	14914 CLOVERFIELD RD	MORENO V	92553	232.40	23.24	46.02	301.64
95093295000	482412011	684277	MORRISON, AMY (RENT)	14955	CLOVERFIELD RD	92553-5712	INVESTMENT CAPITAL SOLUTIONS CORI	17321 IRVINE BLV NO 10	TUSTIN CA	92780	29.22	2.922	5.79	37.92
97402975008	308390010	684277	MUFFORD, JHYL (RENT)	26161	CLYDESDALE LN	92555-3308	TAYLOR EBONY	26161 CLYDESDALE LN	MORENO V	92555	25.39	2.539	5.03	32.94
92805123006	308390002	684277	PHILLIPS, PATRICIA (RENT)	26168	CLYDESDALE LN	92555-3308	DINH TUAN VAN	15620 POINSETTIA WAY	WESTMINS	92683	263.40	26.34	52.15	341.88
31544475001	308390011	684277	GREER, BILLY JR (RENT)	26173	CLYDESDALE LN	92555-3308	WANG DORIS	26173 CLYDESDALE LN	MORENO V	92555	255.40	25.54	50.57	331.50
31263675006	308392001	684277	HUGHES, LISA	26204	CLYDESDALE LN	92555-3307	HUGHES JOSEPH A	26204 CLYDESDALE LN	MORENO V	92555	175.40	17.54	34.73	227.66
31562935007	308393019	684277	MCKENZIE, GLEN	26211	CLYDESDALE LN	92555-3306	MCKENZIE GLEN D	26211 CLYDESDALE LN	MORENO V	92555	63.96	6.40	12.66	83.02
95173645007	308392003	684277	FRIESON, LA WANDA	26228	CLYDESDALE LN	92555-3307	ESTHERS QUEEN REV LIVING TRUST	26228 CLYDESDALE LN	MORENO V	92555	255.40	25.54	50.57	331.50
58294905001	308431003	684277	MERELES, DOLORES S	26307	CLYDESDALE LN	92555-3327	MERELES DOLORES SUYAPA	26307 CLYDESDALE LN	MORENO V	92555	255.29	25.53	50.55	331.36
97402175006	308430005	684277	FREDERICKSON, CLAUDIA	26312	CLYDESDALE LN	92555-3328	MARTINGALE INV	319 MAIN ST	EL SEGUND	90245	255.29	25.53	50.55	331.36
31300215003	308431021	684277	SKIPPER, LORNE G	26323	CLYDESDALE LN	92555-3327	MITCHELL TYRONE	26323 CLYDESDALE LN	MORENO V	92555	255.29	25.53	50.55	331.36
69835345006	308410002	684277	LOMELI, GUADALUPE	26342	CLYDESDALE LN	92555-3328	LOMELI JOSE LUIS	26342 CLYDESDALE LN	MORENO V	92555	191.77	19.18	37.97	248.90
96643585000	308411002	684277	HASS, YVONNE	26392	CLYDESDALE LN	92555-3328	HAAS JONATHAN	26392 CLYDESDALE LN	MORENO V	92555	255.18	25.518	50.53	331.22
86430623006	473391019	684277	SERRANO, ROSA	26462	CLYDESDALE LN	92555-3331	HOLLOWAY DAVID A	11334 LADD AVE	MORENO V	92555	255.40	25.54	50.57	331.50
31621015004	308412012	684277	HERNANDEZ, HENRY (OWNR)	26537	CLYDESDALE LN	92555-3334	HERNANDEZ HENRY	11703 1/2 PARMELEE AVE	LOS ANGEI	90059	255.40	25.54	50.57	331.50
31365875007	291331007	684277	MONREAL, DANIEL	12044	COACHMAN LN	92557-6912	HARRINGTON FRANK	28400 LOCUST AVE	MORENO V	92555	255.29	25.53	50.55	331.36
31196355005	291331006	684277	RILEY, JOHN (OWNR)	12056	COACHMAN LN	92557-6912	RILEY JOHN W	12056 COACHMAN LN	MORENO V	92557	255.40	25.54	50.57	331.50
92058645003	291331001	684277	OCHOA, RAPHAEL	12116	COACHMAN LN	92557-6997	OCHOA RAFAEL	12116 COACHMAN LN	MORENO V	92557	41.77	4.18	8.27	54.20
98763273009	260253020	684277	RODRIGUEZ, EDUIES	22455	COBBLE CREEK DR	92557-2685	HUANG CHUN LIN	123 W LEROY AVE	ARCADIA C	91007	284.59	28.46	56.35	369.38
31474395008	260251013	684277	COOPER, FRANK	22502	COBBLE CREEK DR	92557-2684	COOPER FRANK L	22502 COBBLE CREEK DR	MORENO V	92557	255.40	25.54	50.57	331.50
31625805009	260251002	684277	MARTINEZ, LOMBARDO (OWNR)	22538	COBBLE CREEK DR	92557-2619	JUAREZ ALEJANDRA M	22538 COBBLE CREEK DR	MORENO V	92557	255.29	25.53	50.55	331.36

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90896763002	260204006	684277	CHERRY, TONY	22551	COBBLE CREEK DR	92557-2617	CHERRY TONY	22551 COBBLE CREEK DR	MORENO V	92557	255.40	25.54	50.57	331.50
94786055000	488380039	684277	REIDY, MICHAEL AND BELINDA (O	12834	COBBLESTONE LN	92555-4508	REIDY MICHAEL P	12834 COBBLESTONE LN	MORENO V	92555	332.64	33.26	65.86	431.76
97400725005	488380035	684277	BROCK, CARY (OWNR)	12835	COBBLESTONE LN	92555-4508	GRIMES JOSEPH	12835 COBBLESTONE LN	MORENO V	92555	255.40	25.54	50.57	331.50
31311615006	488110061	684277	LOVING, TONYA AND HARDING (O	12899	COBBLESTONE LN	92555-4510	LOVING TONYA A	12899 COBBLESTONE LN	MORENO V	92555	142.21	14.22	28.16	184.58
93861445001	488122002	684277	JOHNSON, KAREN (OWNR)	12918	COBBLESTONE LN	92555-4511	JOHNSON KAREN L	12918 COBBLESTONE LN	MORENO V	92555	63.96	6.40	12.66	83.02
31370655003	488122006	684277	HARRIEL, RODNEY (OWNR)	12954	COBBLESTONE LN	92555-4511	HARRIEL RODNEY	12954 COBBLESTONE LN	MORENO V	92555	255.40	25.54	50.57	331.50
89699523004	488122007	684277	BROWN, SANDRA (OWNR)	12960	COBBLESTONE LN	92555-4511	BROWN EUDA S	1800 TAPO CANYON SV2202	SIMI VALLE	93063	91.65	9.17	18.15	118.96
75325095002	488122009	684277	ELMORE, DUPREE (OWNR)	12972	COBBLESTONE LN	92555-4511	ELMORE DUPREE D	12972 COBBLESTONE LN	MORENO V	92555	255.40	25.54	50.57	331.50
52079495008	486203008	684277	CORRALES, VICTOR	15768	COBRA DR	92551-4619	COLFIN AI CA 4	24682 DEL PRADO NO 200	DANA POIN	92629	255.29	25.53	50.55	331.36
96676275005	486203004	684277	RODRIGUEZ, EDGAR (RENT)	15810	COBRA DR	92551-1302	WANG MING MING	16925 PEPPER BROOK WAY	HACIENDA	91745	205.40	20.54	40.67	266.6
31616325009	486213008	684277	LOPEZ, BERNIE	15848	COBRA DR	92551-4620	LOPEZ ANA E	15848 COBRA DR	MORENO V	92551	332.40	33.24	65.82	431.44
31128285003	486212015	684277	HUNTER, STURGIS	15849	COBRA DR	92551-4623	HUNTER STURGIS	15849 COBRA DR	MORENO V	92551	332.40	33.24	65.82	431.44
98225685013	486212017	684277	ESCALANTE, JUANITA	15867	COBRA DR	92551-4623	ESCALANTE JUANA	15867 COBRA DR	MORENO V	92551	20.31	2.03	4.02	26.36
33323415003	486213005	684277	DEVINE, DANAE	15886	COBRA DR	92551-1304	DEVINE DANAE	15886 COBRA DR	MORENO V	92551	255.29	25.53	50.55	331.36
57388765001	486212022	684277	MARTINEZ, PAUL S	15913	COBRA DR	92551-4645	MARTINEZ PAUL S	15913 COBRA DR	MORENO V	92551	255.18	25.518	50.53	331.22
31107055005	486212023	684277	MOORE, MONICA (RENT)	15921	COBRA DR	92551-4645	TRUONG HUE	10864 EL CENTRO AVE	FOUNTAIN	92708	269.03	26.90	53.27	349.20
31444215009	484202013	684277	DRUMMOND, MITCHELL	14522	COCHITI DR	92553-7139	DRUMMOND MITCHELL E	14522 COCHITI DR	MORENO V	92553	255.29	25.53	50.55	331.36
31422675008	484201003	684277	HERNANDEZ, BRANDY (OWNR)	14533	COCHITI DR	92553-7143	HERNANDEZ OCTAVIO	14533 COCHITI DR	MORENO V	92553	69.21	6.92	13.70	89.82
89938755007	484201007	684277	HUDSON, NATHANIEL	14581	COCHITI DR	92553-7143	HUDSON NATHANIEL J	14581 COCHITI DR	MORENO V	92553	48.03	4.80	9.51	62.34
31471535005	264293012	684277	LEWIS, THELMA (RENT)	23625	COCKATIEL DR	92557-6200	TSE SHUET PING	23625 COCKATIEL DR	MORENO V	92557	255.40	25.54	50.57	331.50
55592405006	264293005	684277	GONZALEZ, ANGELINA (RENT)	23709	COCKATIEL DR	92557-6200	ESQUIVEL RICARDO A	2226 5TH ST	RIVERSIDE	92507	21.32	2.132	4.22	27.66
96943543003	264293003	684277	DIAZ, SANDRA	23733	COCKATIEL DR	92557-6200	DIAZ MARIO S	23733 COCKATIEL DR	MORENO V	92557	255.29	25.53	50.55	331.36
31090655007	264292017	684277	RODRIGUEZ, MARY (OWNR)	23742	COCKATIEL DR	92557-6235	RODRIGUEZ MARY E	23742 COCKATIEL DR	MORENO V	92557	266.91	26.69	52.85	346.44
31656065009	264431021	684277	ALCANTARA, BRIAN	23871	COCKATIEL DR	92557-7923	ALCANTARA BENNIE	619 FOOTHILL DR	PACIFICA (	94044	255.99	25.60	50.69	332.26
59969745001	264431018	684277	MC LEOD, ROSEMARY	23931	COCKATIEL DR	92557-7924	ROBINSON ALBERTO	23931 COCKATIEL DR	MORENO V	92557	255.29	25.53	50.55	331.36
93760265002	487304011	684277	ANDERSON, GRANT	26435	COCONUT LN	92555-2327	GRANT ANDERSON BETTY S	26435 COCONUT LN	MORENO V	92555	267.04	26.70	52.87	346.60
94373363002	487303007	684277	LEBOW-FULLER, DANA	26440	COCONUT LN	92555-2326	FULLER DANA LEE	26640 COCONUT LN	MORENO V	92555	255.29	25.53	50.55	331.36
93769605002	487304012	684277	MELGAR, GLORIA (OWNR)	26445	COCONUT LN	92555-2327	MELGAR GLORIA	26445 COCONUT LN	MORENO V	92555	154.92	15.492	30.67	201.08
98230235018	487304014	684277	VILLALVA, MARIA LOURDES	26465	COCONUT LN	92555-2327	VILLALVA MARIA LOURDES	26465 COCONUT LN	MORENO V	92555	255.40	25.54	50.57	331.50
92049063003	487303004	684277	MEDICUS, GARY AND KATE	26470	COCONUT LN	92555-2326	MEDICUS GARY	26470 COCONUT LN	MORENO V	92555	332.40	33.24	65.82	431.44
31122305002	479613002	684277	EVENSON, BONNIE (OWNR)	12266	COCOPAH CT	92557-7624	EVENSON JASON	12266 COCOPAH CT	MORENO V	92557	128.14	12.81	25.37	166.32
31407805002	479613001	684277	WRIGHT, DARRYL	12276	COCOPAH CT	92557-7624	WRIGHT DARRYL	12276 COCOPAH CT	MORENO V	92557	255.29	25.53	50.55	331.36
31624935005	488140017	684277	WILLIAMS, JOHN	27298	COLD CREEK CT	92555-4532	THR CALIF	27298 COLD CREEK CT	MORENO V	92555	255.40	25.54	50.57	331.50
90061645009	488140016	684277	ROBLES, ANDREA AND ANTHONY	27310	COLD CREEK CT	92555-4532	ROBLES ANTHONY	27310 COLD CREEK CT	MORENO V	92555	191.77	19.18	37.97	248.90
95356175006	264083016	684277	MORAN, FLOR (RENT)	23701	COLD SPRING	92557-4947	GREER JONATHAN R	9921 MICHAEL WAY	MORENO V	92557	127.42	12.74	25.23	165.38
92313955006	264083019	684277	DEGARMO, NEAL AND ALAYNE	23713	COLD SPRING	92557-4949	ALLEN TOM	18566 HARKHILL AVE	PERRIS CA	92570	255.18	25.518	50.53	331.22
86703373008	264091014	684277	MARTIN, MYRA (RENT)	23792	COLD SPRING	92557-4948	KETTLER MARK THOMAS	6 E YALE LOOP	IRVINE CA	92604	255.40	25.54	50.57	331.50
80650975001	264092017	684277	GONZALEZ, JORGE N	23799	COLD SPRING	92557-4950	GONZALEZ JORGE	23799 COLD SPRING	MORENO V	92557	255.40	25.54	50.57	331.50
66285115005	264091034	684277	LOUIS, HERNS (RENT)	23912	COLD SPRING	92557-4952	BURGY WILLIAM D	23912 COLD SPRING	MORENO V	92557	226.14	22.61	44.78	293.52
31080585003	260340003	684277	BERQUIST, SHAILA	23755	COLDWATER CT	92557-2864	BERGQUIST BRADLEY G	23755 COLDWATER CT	MORENO V	92557	251.57	25.157	49.81	326.52
31056855006	260340004	684277	COOPER, FRANK	23765	COLDWATER CT	92557-2864	COOPER FRANK L	23765 COLDWATER CT	MORENO V	92557	255.40	25.54	50.57	331.50
96156225009	474073002	684277	MARTINEZ, WHITNEY	11321	COLEMAN ST	92557-5751	MARTINEZ PAUL J	11321 COLEMAN ST	MORENO V	92557	29.40	2.94	5.82	38.16
31573225003	474073003	684277	ORDORICA, HALDO	11341	COLEMAN ST	92557-5751	ORDORICA HALDO	11341 COLEMAN DR	MORENO V	92557	255.29	25.53	50.55	331.36
93836515008	264322043	684277	JOHNSON, ANNEKE (RENT)	11782	COLLINGSWOOD DR	92557-6143	CALSADILLO CAREN S	8653 W HARMONY LN	PEORIA AZ	85382	164.22	16.422	32.52	213.14
95464483003	264322042	684277	ELIZARRARAS, MARTHA	11790	COLLINGSWOOD DR	92557-6143	ANGUIANO MARCO	11790 COLLINGSWOOD DR	MORENO V	92557	255.18	25.518	50.53	331.22
31350805004	264322041	684277	OREHEL, FRANCISCO	11798	COLLINGSWOOD DR	92557-6143	OREJEL FRANCISCO	11798 COLLINGSWOOD DR	MORENO V	92557	255.29	25.53	50.55	331.36
58230545001	264322040	684277	WASHINGTON, STEPHANIE	11806	COLLINGSWOOD DR	92557-6143	CAMERON ESPINOZA STACY	7375 KINGSLEY WAY	RIVERSIDE	92504	332.64	33.26	65.86	431.76
59841825005	264301047	684277	LOPEZ, BRITTANY (RENT)	11910	COLLINGSWOOD DR	92557-6146	TOVAR JORGE	11910 COLLINGSWOOD DR	MORENO V	92557	263.20	26.32	52.11	341.62
31284675002	264301045	684277	IHAB, SHARABEE (OWNR)	11930	COLLINGSWOOD DR	92557-6146	SHARABEEN IHAB ELIA	11930 COLLINGSWOOD DR	MORENO V	92557	224.48	22.45	44.45	291.36
94704285005	308393016	684277	HARRIS, WILLIE (OWNR)	16470	COLT WAY	92555-3300	HARRIS WILLIE J	16470 COLT WAY	MORENO V	92555	42.81	4.281	8.48	55.56
94524605000	308390016	684277	FULLER, JOE (RENT)	16493	COLT WAY	92555-3301	DINH THANH QUOC	35977 GOLD ST	UNION CIT	94587	155.40	15.54	30.77	201.70
96495745002	308393011	684277	CHAVEZ, VERONICA AND HUGO	16520	COLT WAY	92555-3303	CHAVEZ HUGO	16520 COLT WAY	MORENO V	92555	255.40	25.54	50.57	331.50
31366685005	308510010	684277	MARSHAL, WILLIE (RENT)	16620	COLT WAY	92555-3345	TRAN CINDY	1315 BONNET CT	SAN JOSE	95132	255.29	25.53	50.55	331.36
57657135002	308502030	684277	CHAPPEL, TAMEKA	16751	COLT WAY	92555-3348	CHAPPEL TAMIKA	16751 COLT WAY	MORENO V	92555	63.96	6.40	12.66	83.02
95911115001	308502027	684277	LEWIS, VIC (RENT)	16799	COLT WAY	92555-3349	PHUMIAM ANONG	16799 COLT WAY	MORENO V	92555	288.09	28.81	57.04	373.94
97099925003	308502024	684277	LOPEZ, LUZ (OWNR)	16839	COLT WAY	92555-3349	LOPEZ RAMIRO	16839 COLT WAY	MORENO V	92555	113.92	11.392	22.56	147.86
91052823009	256253011	684277	JUAREZ, VICTOR	11810	COLUMBO ST	92557-8522	JUAREZ VICTOR	11810 COLUMBO ST	MORENO V	92557	191.66	19.17	37.95	248.76
97128975009	256253012	684277	TAYLOR, KATRINA	11820	COLUMBO ST	92557-8522	TAYLOR KATRINA	11820 COLUMBO ST	MORENO V	92557	63.97	6.40	12.67	83.02
31365975006	482382014	684277	PARTIDA, ELENA (RENT)	24322	COMFORT CT	92553-3680	MARKEL RYAN	24322 COMFORT CT	MORENO V	92553	257.63	25.76	51.01	334.4
58598025000	482382017	684277	CUEVAS, MARIA	24348	COMFORT CT	92553-3680	GONZALEZ SERGIO BERMUDES	24348 COMFORT CT	MORENO V	92553	28.14	2.81	5.57	36.52
96059615003	482382019	684277	RUIZ, ALMA (RENT)	24363	COMFORT CT	92553-3680	GALVAN EUSEBIO	24363 COMFORT CT	MORENO V	92553	157.70	15.77	31.22	204.68
89808673009	487450021	684277	DICK, FAKUMOH	26928	COMMONS DR	92555-3721	DICK FAKUMOH	26928 COMMONS DR	MORENO V	92553	255.40	25.54	50.57	331.50
97579463000	487450024	684277	BOWEN, TRACY (RENT)	26964	COMMONS DR	92555-3721	NGUYEN LAM	26964 COMMONS DR	MORENO V	92555	128.14	12.81	25.37	166.32
95325885002	487450026	684277	GIBSON, KATRINA	26975	COMMONS DR	92555-3721	PHAM BILLY	19041 CLAYTON AVE	MORGAN I	95037	973.12	97.31	192.68	1,263.10
87063053003	482473001	684277	SMITH, ARVENSON	24666	CONLEY CT	92553-5872	CONSTANTINO VANESSA R	24666 CONLEY CT	MORENO V	92553	332.40	33.24	65.82	431.44

56808275002	482473002	684277	CUELLAR, ANDREA (RENT)	24680	CONLEY CT	92553-5872	CUELLAR ANDREA	24680 CONLEY CT	MORENO V	92553	105.40	10.54	20.87	136.80
31389425002	482473011	684277	PARKER, LASHAWN (RENT)	24693	CONLEY CT	92553-5873	SANDERS WENDELL	24693 CONLEY CT	MORENO V	92553	409.88	40.99	81.16	532.02
90986015009	304172049	684277	FLETES, ISRAEL	15695	CONNEMARA CT	92555-4935	FLETES ISRAEL	15695 CONNEMARA CT	MORENO V	92555	332.40	33.24	65.82	431.44
94089073005	264373009	684277	BOYD, TAMI	11780	CONSTANTINE CIR	92557-5940	NGUYEN TIM	11780 CONSTANTINE CIR	MORENO V	92557	127.59	12.76	25.26	165.60
93929195008	264373017	684277	MONTOYA, MELISSA (RENT)	11895	CONSTANTINE CIR	92557-5913	JOSE ANDRES JUAN	11895 CONSTANTINE CIR	MORENO V	92557	148.31	14.831	29.37	192.5
83000295009	316072005	684277	OBUGE, MICHAEL	24648	CONSTELLATION WAY	92551-7295	OBUGE MICHAEL	24648 CONSTELLATION WAY	MORENO V	92551	255.18	25.518	50.53	331.22
96717995006	296151024	684277	BROWN, TINA	13615	COPE CT	92553-9649	JONES JAMES EDWARD	13615 COPE CT	MORENO V	92553	361.31	36.13	71.54	468.98
93771315009	296161064	684277	HINDS, DANIEL	13644	COPE CT	92553-9648	RIVAS NICOLAS V	13644 COPE CT	MORENO V	92553	191.77	19.18	37.97	248.90
1.00735E+11	296161055	684277	ATKINS, SYDNEY (RENT)	13645	COPE CT	92553-9649	HERNANDEZ JEREMIAS	26485 HAZELCREST CT	MORENO V	92555	154.48	15.448	30.59	200.5
96751113000	296161063	684277	MANNING, CHERYL	13648	COPE CT	92553-9648	SIEGLER CHARLENE G	13648 COPE CT	MORENO V	92553	255.40	25.54	50.57	331.50
92373865009	296161056	684277	SMITH, KIM (RENT)	13651	COPE CT	92553-9649	NGUYEN JULIE	PO BOX 267	MIDWAY C	92655	97.88	9.788	19.38	127.04
89536683004	296161062	684277	AKERLUNDH, ISABEL CHRISTINA	13652	COPE CT	92553-9648	AKERLUNDH ISABEL	13652 COPE CT	MORENO V	92553	255.29	25.53	50.55	331.36
88312603008	296161057	684277	BARROJAS, JOSE	13657	COPE CT	92553-9649	BARROJAS JOSE J	13657 COPE CT	MORENO V	92553	191.55	19.155	37.93	248.62
31571285004	296161060	684277	PULIDO, ROSA (RENT)	13660	COPE CT	92553-9648	PACHECO ADAN	13660 COPE CT	MORENO V	92553	255.40	25.54	50.57	331.50
72002225003	308572018	684277	COOPER, AKAYME (RENT)	15609	COPPER MOUNTAIN RD	92555-4968	BUTTS WILLIE H	15609 COPPER MOUNTAIN RD	MORENO V	92555	139.88	13.99	27.70	181.56
98264305012	482162010	684277	CASTANON, IRMA (OWNR)	13441	CORA PL	92553-3820	CASTANON JAVIER	13441 CORA PL	MORENO V	92553	255.40	25.54	50.57	331.50
68477865008	482162005	684277	GUDDE, DANIEL (OWNR)	13470	CORA PL	92553-3820	GUDDE DANIEL	13470 CORA PL	MORENO V	92553	191.77	19.18	37.97	248.90
93229143004	260470008	684277	PATT, STORMIE (OWNR)	10141	CORAL LN	92557-2876	HE FENG QING	6333 MUSCATEL AVE	SAN GABRI	91775	134.96	13.50	26.72	175.16
73191815009	260472010	684277	BLUNT, JAQUELIN	10162	CORAL LN	92557-2874	TU QASIM	178 TAMARACK DR	CORONA C	92881	228.56	22.86	45.25	296.66
31236415007	260472006	684277	VELASCOS, JESUS	10210	CORAL LN	92557-2875	VELASCO JESUS CUAUHTEMOC	10210 CORAL LN	MORENO V	92557	255.18	25.518	50.53	331.22
91154395003	260471022	684277	BROWN, LASHANDA	10269	CORAL LN	92557-2877	COWWYE ANNETTE GERTRUDE	1455 LEMON AVE	LONG BEA	90813	332.40	33.24	65.82	431.44
31597085001	479532002	684277	ELIZARRARZ, GEORGE	12927	CORALBERRY ST	92553-4717	ELIZARRARAZ JORGE	12927 CORALBERRY ST	MORENO V	92553	28.03	2.80	5.55	36.38
94919185000	479532003	684277	JUAREZ, ANTONIA (RENT)	12941	CORALBERRY ST	92553-4717	SECRETARY HOUSING & URBAN DEV OF	5312 BOLSA AVE STE 200	HUNTINGT	92649	295.08	29.51	58.43	383.00
96206775006	482272013	684277	MIRANDA, CELIA	14551	CORDON PL	92553-3519	RODRIGUEZ JUANA A	14551 CORDON PL	MORENO V	92553	338.43	33.84	67.01	439.28
86537233000	482272019	684277	PEREZ, ROBERTO	14556	CORDON PL	92553-3534	JAUREGUI MARCIAL ESTATE OF	14556 CORDON PL	MORENO V	92553	255.29	25.53	50.55	331.36
31300065004	482272022	684277	FLORES, ELIZABETH (RENT)	14596	CORDON PL	92553-3534	ABRAMSON WALTER JOHN	14596 CORDON PL	MORENO V	92553	259.03	25.90	51.29	336.22
31207205002	482272023	684277	ROCHA-HERNANDEZ, ALICIA (REN	14610	CORDON PL	92553-3535	ESTRADA RAMON	14610 CORDON PL	MORENO V	92553	437.95	43.795	86.71	568.44
91835265004	482272009	684277	WHITE, BETTY	14615	CORDON PL	92553-3537	WHITE BETTY	14615 CORDON PL	MORENO V	92553	255.29	25.53	50.55	331.36
87787705001	484311009	684277	MACIAS, MARISELA (RENT)	25811	CORIANDER CT	92553-5027	MOORE JAMES B	25811 CORIANDER CT	MORENO V	92553	342.68	34.27	67.85	444.78
31564715009	484311022	684277	GRANT, FELICIA	25812	CORIANDER CT	92553-5028	GRANT FELICIA	25812 CORIANDER CT	MORENO V	92553	52.65	5.27	10.42	68.32
31102115004	484311024	684277	PENA, NORA	25832	CORIANDER CT	92553-5028	MORALES JOSE A	25832 CORIANDER CT	MORENO V	92553	128.14	12.81	25.37	166.32
76352565006	484311006	684277	JONES, VALERIE (RENT)	25841	CORIANDER CT	92553-5027	BROOKS ROBERT R	25841 CORIANDER CT	MORENO V	92553	65.70	6.57	13.01	85.26
1.01716E+11	484311004	684277	CARREON, EDGAR (OWNR)	25861	CORIANDER CT	92553-5027	CARREON EDGAR	25861 CORIANDER CT	MORENO V	92553	255.29	25.53	50.55	331.36
31652285002	484312008	684277	HERNANDEZ, FRANCISCO	25864	CORIANDER CT	92553-5043	HERNANDEZ FRANCISCO R	25864 CORIANDER CT	MORENO V	92553	255.40	25.54	50.57	331.50
31124325004	484312013	684277	THOMAS, FLOYD AND DEBRA	25898	CORIANDER CT	92553-5043	THOMAS FLOYD	25898 CORIANDER CT	MORENO V	92553	255.18	25.518	50.53	331.22
87185665006	484321066	684277	PERRY, EUGENE	25905	CORIANDER CT	92553-5040	PERRY GENE A	25905 CORIANDER CT	MORENO V	92553	254.92	25.49	50.47	330.88
97623825001	484321049	684277	DUQUET, ABRAHAM (RENT)	25958	CORIANDER CT	92553-5016	CARRILLO JESUS	25958 CORIANDER CT	MORENO V	92553	201.22	20.12	39.84	261.18
91089283004	484321054	684277	ARMENTA, PAULINA	25996	CORIANDER CT	92553-5016	ARMENTA PAULINA	25996 CORIANDER CT	MORENO V	92553	255.40	25.54	50.57	331.50
31136245005	482152031	684277	O'QUIN, MAUWALEKA	24851	CORLEY CT	92553-3821	OQUIN MAUWALEKA	P O BOX 51844	RIVERSIDE	92517	332.64	33.26	65.86	431.76
1.01579E+11	487041037	684277	MACDONALD, BRUCE AND NANCY	26044	CORONADA DR	92555-1828	MACDONALD BRUCE A	26044 CORONADA DR	MORENO V	92555	63.96	6.40	12.66	83.02
89722543000	487041040	684277	GAVEIS, JESSICA	26090	CORONADA DR	92555-1828	OCHOA MIGUEL ANGEL	26090 CORONADA DR	MORENO V	92555	255.29	25.53	50.55	331.36
91907305003	487042001	684277	O'NEILL, JOHN (OWNER)	26121	CORONADA DR	92555-1851	HAJIRNIA AMIR	927 PANTERA DR	DIAMOND	91765	255.40	25.54	50.57	331.50
91104743005	487032004	684277	HERNANDEZ, EDITH C	26139	CORONADA DR	92555-1831	HERNANDEZ JEREMIAS	26985 ROCKVALE TER	MORENO V	92555	176.89	17.69	35.02	229.60
93059455009	487032006	684277	WILLIAMS, PAUL AND KIM	26147	CORONADA DR	92555-1833	WILLIAMS PAUL J	26147 CORONADA DR	MORENO V	92555	128.03	12.80	25.35	166.18
90242003009	487032008	684277	DIEHL, CHRISTINA	26157	CORONADA DR	92555-1833	COLFIN AI CA 4	24682 DEL PRADO STE 200	DANA POIN	92629	255.29	25.53	50.55	331.36
85896485008	312331003	684277	STRANGE, DIANE(OWNR)	25937	CORTE ANTIGUA	92551-6345	STRANGE DIANNE L	25937 CORTE ANTIGUA	MORENO V	92551	155.40	15.54	30.77	201.70
96868405005	304220012	684277	GOMEZ, HORACIO AND STEPHANI	27585	CORTE DEL SOL	92555-5923	GOMEZ HORACIO	27585 CORTE DEL SOL	MORENO V	92555	63.26	6.33	12.53	82.10
96059105000	304220041	684277	HAYES, CARLENE	27610	CORTE DEL SOL	92555-5924	ALANIZ JAMES Q	27610 CORTE DEL SOL	MORENO V	92555	256.05	25.61	50.70	332.34
31512105006	304220020	684277	MONTOYA, GILBERT (OWNR)	27645	CORTE DEL SOL	92555-5925	MONTOYA GILBERT	33549 CEDAR CREEK LN	LAKE ELSIN	92532	255.40	25.54	50.57	331.50
31541635004	304220034	684277	JENKINS, SHEENA (RENT)	27694	CORTE DEL SOL	92555-5930	RODGERS BLANKENSHIPMAUNA LOA	27694 CORTE DEL SOL	MORENO V	92555	332.64	33.26	65.86	431.76
91487803001	304220078	684277	AGUILAR, ESTEBAN (OWNR)	27706	CORTE DEL SOL	92555-5930	AGUILAR ESTEBAN A	27706 CORTE DEL SOL	MORENO V	92555	58.39	5.839	11.56	75.78
52704465007	312351045	684277	BIBIANO, MARIO	25953	CORTE SAN LEANDRO	92551-6360	BIBIANO MARIO	25953 CORTE SAN LEANDRO	MORENO V	92551	255.40	25.54	50.57	331.50
97271685008	312350040	684277	HARVEY, TANYA (RENT)	17701	CORTE SOLEDAD	92551-6362	CHRISTOU CHRISTOS	16759 CALLE PINATA ST	MORENO V	92551	255.40	25.54	50.57	331.50
58792055002	312350034	684277	SINCLAIR, ROLAND	17734	CORTE SOLEDAD	92551-6363	SINCLAIR ROLAND	17734 CORTE SOLEDAD	MORENO V	92551	255.40	25.54	50.57	331.50
31639055007	312351007	684277	BARAJAS, OCTAVIO (OWNR)	17767	CORTE SOLEDAD	92551-6362	BARAJAS OCTAVIO	17767 CORTE SOLEDAD	MORENO V	92551	115.16	11.52	22.80	149.46
31413915007	312351013	684277	MITCHELL, BRUCE (RENT)	17815	CORTE SOLEDAD	92551-6364	TAYLOR CHRISTOPHER J	21 RENATA	NEWPORT	92657	255.40	25.54	50.57	331.50
70863365000	312351018	684277	JONES, PAMELA (OWNR)	17855	CORTE SOLEDAD	92551-6364	JONES PAMELA	17855 CORTE SOLEDAD	MORENO V	92551	255.40	25.54	50.57	331.50
97102905009	259451026	684277	MARTINEZ, GLORIA (OWNR)	23008	COTATI CT	92557-3501	MARTINEZ JAMES P	23008 COTATI CT	MORENO V	92557	146.94	14.69	29.09	190.72
95330725006	259451024	684277	FOURNIER, LESLIE	23021	COTATI CT	92557-3501	FOURNIER PETER	23021 COTATI CT	MORENO V	92557	255.40	25.54	50.57	331.50
31078705002	259451030	684277	JAMES, BEVERLY	23062	COTATI CT	92557-3501	JAMES BEVERLY J	23062 COTATI CT	MORENO V	92557	58.18	5.82	11.52	75.50
80497395009	263200002	684277	SERNA, LETICIA (RENT)	21775	COTTONWOOD AVE	92553-8176	HOOPER ROOSEVELT	3165 JACARANDA ST	RIVERSIDE	92504	332.64	33.26	65.86	431.76
90068765008	263200008	684277	MARTINES, ALEJANDRO	21883	COTTONWOOD AVE	92553-8179	MARTINEZ ALEJANDRO	21883 COTTONWOOD AVE	MORENO V	92553	255.40	25.54	50.57	331.50
97109005003	263200020	684277	ALMAGUER, ARGIL	21921	COTTONWOOD AVE	92553-8185	ALMAGUER ARGEL	13612 PERSIMMON	MORENO V	92553	255.29	25.53	50.55	331.36
87787045000	291211003	684277	TRUJILLO, VICENTE	22561	COTTONWOOD AVE	92553-8431	ZALDANA ARGENTINA	22561 COTTONWOOD AVE	MORENO V	92553	255.29	25.53	50.55	331.36
83278785008	291241001	684277	BLACKWELL, WAYNE (RENT)	22881	COTTONWOOD AVE	92553-8660	LUCAS BRIAN	22881 COTTONWOOD AVE	MORENO V	92553	255.40	25.54	50.57	331.50

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95907445000	482113007	684277	CHUNG, MARIA	24306	COTTONWOOD AVE	92553-3310	BOLANOS VICTOR FRANCO	24306 COTTONWOOD AVE	MORENO V	92553	255.40	25.54	50.57	331.50
99320163000	482113005	684277	HERNANDEZ, MIGUEL AND MARIA	24330	COTTONWOOD AVE	92553-3310	HERNANDEZ MIGUEL A	24330 COTTONWOOD AVE	MORENO V	92553	63.96	6.40	12.66	83.02
58884615000	482170047	684277	MCINTYRE, LOVEY (RENT)	24395	COTTONWOOD AVE	92553-6253	MCARTHUR JAMES L	24395 COTTONWOOD AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31628285002	482170015	684277	SELTERS, NATALIE (RENT)	24421	COTTONWOOD AVE	92553-3315	HOME EXPO FINANCIAL	P O BOX 9818	MORENO V	92557	127.59	12.76	25.26	165.6
31168105007	482170052	684277	MASON, RICK	24451	COTTONWOOD AVE	92553-3315	MASON RICKY H	24451 COTTONWOOD AVE	MORENO V	92553	83.40	8.34	16.51	108.24
31076205001	482152051	684277	SANCHEZ, MARIA	24894	COTTONWOOD AVE	92553-3816	FLESNER DAVID H	P O BOX 7144	LAGUNA N	92677	255.29	25.53	50.55	331.36
95339455003	482152053	684277	COAKLEY,VICTORIA	24916	COTTONWOOD AVE	92553-3824	FLESNER DAVID H	P O BOX 7144	LAGUNA N	92677	255.40	25.54	50.57	331.50
95389465006	479160006	684277	ALEMAN, CONSUELO	25752	COTTONWOOD AVE	92553-4874	ALEMAN CONSUELO	25752 COTTONWOOD AVE	MORENO V	92553	192.40	19.24	38.10	249.72
90558983002	479170004	684277	CARRION, JOHN	25961	COTTONWOOD AVE	92553-4805	CARRION JOHN JOE	25961 COTTONWOOD AVE	MORENO V	92553	205.29	20.53	40.65	266.46
96384435003	487470005	684277	MORELAND, KAREN	26345	COTTONWOOD AVE	92555-2505	MORELAND KAREN J	26345 COTTONWOOD AVE	MORENO V	92555	382.20	38.22	75.68	496.08
91522485002	488190001	684277	MCDONALD, LETICIA (RENT) APTS	27041	COTTONWOOD AVE	92555-4604	DESAI IRDIA RAJ	27041 COTTONWOOD AVE	MORENO V	92555	551.37	55.14	109.17	715.66
75557895002	488180020	684277	HERNANDEZ, DELIA	27130	COTTONWOOD AVE	92555-4624	HERNANDEZ ANTONIO B	27130 COTTONWOOD AVE	MORENO V	92555	195.40	19.54	38.69	253.62
31606795001	488190010	684277	RAMIREZ, NANCY (OWNR)	27331	COTTONWOOD AVE	92555-4606	RAMIREZ VICTOR	27331 COTTONWOOD AVE	MORENO V	92553	368.50	36.85	72.96	478.30
96290645008	488190028	684277	SCHULER, KAREN (OWNR)	27381	COTTONWOOD AVE	92555-4606	SMITH KAREN	27381 COTTONWOOD AVE	MORENO V	92555	409.88	40.99	81.16	532.02
31288405000	488190025	684277	PANTELAKIS, MICHAEL (RENT)	27499	COTTONWOOD AVE	92555-4630	PAUL BERTHA	27499 COTTONWOOD AVE	MORENO V	92553	245.98	24.60	48.70	319.28
49425715003	256292002	684277	MARTIN, DANIEL	11430	COUNT FLEET CT	92557-8301	MARTIN DANIEL K	8525 DE SOTO AVE APT 62	CANOGA P	91304	255.29	25.53	50.55	331.36
52242625005	256292001	684277	WEGLAND, MATT (RENT)	11440	COUNT FLEET CT	92557-8301	SEELEY JAMES R	11440 COUNT FLEET CT	MORENO V	92557	289.18	28.92	57.26	375.34
31072605006	259443009	684277	HERNANDEZ, TONY	22404	COUNTRY CREST DR	92557-1710	HERNANDEZ TONY R	22404 COUNTRY CREST DR	MORENO V	92557	332.40	33.24	65.82	431.44
31425015000	259421005	684277	BARNETT, LINDA (OWNR)	22520	COUNTRY CREST DR	92557-1712	MCKISSACK RUSSELL ALEN	22520 COUNTRY CREST DR	MORENO V	92557	255.40	25.54	50.57	331.50
87966575008	259421004	684277	THOMAS, HAROLD AND DONNA	22530	COUNTRY CREST DR	92557-1712	THOMAS DONNA M	22530 COUNTRY CREST DR	MORENO V	92557	255.29	25.53	50.55	331.36
97037375008	259423002	684277	BARRERA, LOUIE AND MARY	22575	COUNTRY CREST DR	92557-1721	BARRERA MARY E	22575 COUNTRY CREST DR	MORENO V	92557	255.29	25.53	50.55	331.36
98158923006	264344004	684277	LOPEZ, MARTIN	11672	COUNTRY FLOWER LN	92557-6002	LOPEZ MARTIN L	11672 COUNTRY FLOWER LN	MORENO V	92557	191.66	19.17	37.95	248.76
51831985000	264275004	684277	FLORES JR, WILLIAM	11748	COUNTRY FLOWER LN	92557-6002	FLORES WILLIAM E	11748 COUNTRY FLOWER LN	MORENO V	92557	255.29	25.53	50.55	331.36
31361805001	260392015	684277	BECERRA, ROSEMARY	22470	COUNTRY GATE RD	92557-2660	BECERRA DAVID G	22470 COUNTRY GATE RD	MORENO V	92557	174.26	17.426	34.50	226.18
31270105001	260205001	684277	HAWKINS, DERWIN	22491	COUNTRY GATE RD	92557-2662	HAWKINS DERWIN L	22491 COUNTRY GATE RD	MORENO V	92557	255.40	25.54	50.57	331.50
31548875008	260204017	684277	JOHNSON, RENE	22540	COUNTRY GATE RD	92557-2661	KING TERRY	22540 COUNTRY GATE RD	MORENO V	92557	255.29	25.53	50.55	331.36
94428815000	260204015	684277	FARAH, YOUSSEF (OWNR)	22560	COUNTRY GATE RD	92557-2661	FARAH YOUSSEF	22560 COUNTRY GATE RD	MORENO V	92557	225.40	22.54	44.63	292.56
31348485005	260353001	684277	ROSS, DENISE	22760	COUNTRY GATE RD	92557-2635	ROSS MARK D	22760 COUNTRY GATE RD	MORENO V	92557	255.29	25.53	50.55	331.36
31378565005	259363022	684277	RODRIGUEZ, ALFREDO (OWNR)	22760	COUNTRYSIDE WAY	92557-1806	RODRIGUEZ MARIA DEL REFUGIO	22760 COUNTRYSIDE WAY	MORENO V	92557	255.40	25.54	50.57	331.50
92098475004	259363018	684277	THURSTON, OMYIA	22800	COUNTRYSIDE WAY	92557-1830	THURSTON VENABLE OMYIA	P O BOX 1201	MORENO V	92556	255.40	25.54	50.57	331.50
31572605005	291282002	684277	IMMANUEL HOUSE	13837	COURAGE ST	92553-8748	OSORIO HENRY	13837 COURAGE ST	MORENO V	92553	309.76	30.98	61.33	402.06
31359065000	291282003	684277	DAVIS, DANIEL JR	13853	COURAGE ST	92553-8748	HOLLAND JERRY A	13395 SUNFLOWER CT	MORENO V	92553	217.32	21.73	43.03	282.08
31472405000	291282004	684277	LOPEZ , ELOBIA (RENT)	13867	COURAGE ST	92553-8748	MARTINEZ ANGEL C	2800 VALENCIA AVE	SAN BERN	92404	191.40	19.14	37.90	248.42
96868405001	482632005	684277	MAGANA, OSCAR AND MARIBEL (	13876	COVEY QUAIL LN	92553-3870	MAGANA OSCAR	13876 COVEY QUAIL LN	MORENO V	92553	20.98	2.10	4.15	27.22
80627525004	482631032	684277	AVALOS, AGUSTINA (RENT)	13972	COVEY QUAIL LN	92553-3808	MORENO LUIS	1420 E EDINGER AVE NO 107	SANTA AN	92705	225.74	22.57	44.70	293.00
31545215003	474576006	684277	RAYO, TIRSO AND SOCORRO	24701	COVEY RD	92557-4218	RAYO TIRSO	24701 COVEY RD	MORENO V	92557	255.29	25.53	50.55	331.36
31607665006	474573003	684277	CANAL, RAUL AND VERONICA	24738	COVEY RD	92557-4219	GANESHALINGAM BHAVANI	24738 COVEY RD	MORENO V	92557	254.52	25.45	50.39	330.36
96983875009	474573001	684277	OLIPHANT, ARMOND	24776	COVEY RD	92557-4219	OLIPHANT SONJA D	24776 COVEY RD	MORENO V	92557	146.29	14.63	28.97	189.88
31514115000	474574007	684277	PLEDGER, DENISE	24874	COVEY RD	92557-4220	PLEDGER LATRECIA D	24874 COVEY RD	MORENO V	92557	255.18	25.518	50.53	331.22
96156185007	475240019	684277	MONTOYA, MARTINA AND MARTI	24536	COVINGTON WAY	92557-6427	GARCIA MARTIN	24536 COVINGTON WAY	MORENO V	92557	255.30	25.53	50.55	331.36
86245453003	475240028	684277	MARINEZ, ROSA	24596	COVINGTON WAY	92557-6427	MARTINEZ OSCAR ELEAZAR	24596 COVINGTON WAY	MORENO V	92557	255.29	25.53	50.55	331.36
31242605005	482561033	684277	WILLIAMS, STEPHEN S	24110	CRAIG DR	92553-3596	WILLIAMS STEPHEN SCOTT	24110 CRAIG DR	MORENO V	92553	255.29	25.53	50.55	331.36
31385005008	482561029	684277	BARRERA, MIGUEL (RENT)	24156	CRAIG DR	92553-3596	ARIAS ALDO	24156 CRAIG DR	MORENO V	92553	255.40	25.54	50.57	331.50
97835045005	482561023	684277	MCLAUGHLIN, JOSE (OWNR)	24230	CRAIG DR	92553-3569	MCLAUGHLIN JOSE	24230 CRAIG DR	MORENO V	92553	67.71	6.771	13.41	87.88
31236685000	482561022	684277	GRANADOS, MIRIAM (OWNR)	24244	CRAIG DR	92553-3569	HOMESALES	10790 RANCHO BERNARDO RD	SAN DIEGO	92127	255.29	25.53	50.55	331.36
97666385002	264194014	684277	HOPKINS, MARY	11669	CRANE CT	92557-6203	HOPKINS MARY E	11669 CRANE CT	MORENO V	92557	255.29	25.53	50.55	331.36
97837945002	264194018	684277	SOLLANO, MARIO (OWNR)	11680	CRANE CT	92557-6203	SOLLANO MARIO	10690 BREEZY MEADOW DR	MORENO V	92557	254.80	25.48	50.45	330.72
87924625007	264194011	684277	ROGERS, ALBERTO	11699	CRANE CT	92557-6203	MOORE JOHN	291 CORPORATE TERRACE CIR	CORONA (	92879	191.66	19.17	37.95	248.76
62534785009	264194020	684277	JORDAN, RODNEY	11700	CRANE CT	92557-6203	MALDONADO GABRIEL	11700 CRANE CT	MORENO V	92557	332.64	33.26	65.86	431.76
95029303002	264194021	684277	BRECINO, MARIA AND JOSE LOUIS	11710	CRANE CT	92557-6203	VILLA JOSE USWALDO	11710 CRANE CT	MORENO V	92557	255.29	25.53	50.55	331.36
31459025007	264293022	684277	SMITH, IRMA (RENT)	11711	CRANE CT	92557-6203	CHAU TRI LE	422 ELIZABETH AVE NO A	MONTERE	91755	255.40	25.54	50.57	331.50
94643693009	479481006	684277	NOLEN, OLIVE (RENT)	13555	CRAPE MYRTLE DR	92553-4396	KAI ENTERPRISE	20711 ASHLEY WAY	SARATOGA	95070	64.07	6.407	12.69	83.16
91323393004	479482058	684277	WILLIAMS, MELINDA	13608	CRAPE MYRTLE DR	92553-4395	POWELL GEORGE E	3689 MORNING GLORY DR	RIALTO CA	92376	255.29	25.53	50.55	331.36
95312825003	479474005	684277	ARTEAGA, MARTIN	13674	CRAPE MYRTLE DR	92553-4395	ARTEAGA MARTIN	13674 CRAPE MYRTLE DR	MORENO V	92553	23.31	2.33	4.62	30.24
31577745005	479474008	684277	SANDERS, NICOLE AND RONN (RE	13704	CRAPE MYRTLE DR	92553-4370	PAGLOMUTAN LOPE B	525 N GILBERT NO 59	ANAHEIM	92801	184.03	18.40	36.44	238.86
98119393009	488131002	684277	ACUNA, REGINA (RENT)	13161	CREEKSIDE WAY	92555-4541	OSUNA GILBERTO	13161 CREEKSIDE WAY	MORENO V	92555	267.81	26.78	53.03	347.6
66356155005	308531002	684277	MOLINA, JENNY	17317	CREMELLO WAY	92555-3369	MOLINA JENNY D	17317 CREMELLO WAY	MORENO V	92555	255.40	25.54	50.57	331.50
31378555007	308541015	684277	KONILOW, JUSTIN (OWNR)	17326	CREMELLO WAY	92555-3392	KONIKOW JUSTIN D	16364 COOL BREEZE CT	RIVERSIDE	92503	255.40	25.54	50.57	331.50
92046665003	304500029	684277	VALEDEVIA, MARCELA (RENT)	27898	CRESCENT CT	92555-5738	VIRAMONTES JAIME V	27898 CRESCENT CT	MORENO V	92555	255.40	25.54	50.57	331.50
31571375005	260191027	684277	HERRICK, MARY AND STEVEN	10338	CREST BROOK DR	92557-2609	HERRICK STEVEN M	10338 CREST BROOK DR	MORENO V	92557	409.14	40.914	81.01	531.06
80909185007	260191018	684277	AMINO, TED	10363	CREST BROOK DR	92557-2611	AMINO TED T	10363 CREST BROOK DR	MORENO V	92557	137.29	13.73	27.18	178.20
31092685007	304053008	684277	GARCIA, WENDY (RENT)	14516	CRESTVIEW CIR	92555-6230	GIPSON DALE D	14516 CRESTVIEW CIR	MORENO V	92555	141.38	14.138	27.99	183.5
31347565000	478352015	684277	CHARLES, LATONYA (RENT)	28345	CRISPIN DR	92555-6029	REN SHAN	24373 STACEY AVE	MORENO V	92551	63.96	6.396	12.66	83.02
93826845000	478352013	684277	WILLIAMS, MICHAEL	28385	CRISPIN DR	92555-6029	MAGANYA WILLIAMS MARY N	28385 CRISPIN DR	MORENO V	92555	128.03	12.80	25.35	166.18
95343993002	473411002	684277	WHITESIDE, HUESTON (OWNR)	11302	CROCKER CIR	92555-5236	WHITESIDE HUESTON C	11302 CROCKER CIR	MORENO V	92555	332.40	33.24	65.82	431.44

98261535010	259443017	684277	JOHNSON, ANTHONY (OWNR)	9751	CROSS CREEK CIR	92557-1722	JOHNSON ANTHONY DEAN	9751 CROSS CREEK CIR	MORENO V	92557	63.96	6.40	12.66	83.02
31049955000	260322006	684277	SCOTT, ALVADA	10320	CROSSING GREEN CIR	92557-2625	PARKER KIMBERLY	10320 CROSSING GREEN CIR	MORENO V	92557	255.40	25.54	50.57	331.50
31399185001	260322019	684277	MORGAN, JANNET (RENT)	10333	CROSSING GREEN CIR	92557-2689	MORGAN KLEVONTEY	10333 CROSSING GREEN CIR	MORENO V	92557	191.77	19.18	37.97	248.90
31333935003	260321031	684277	SAN AGUSTINE, JAIME	10362	CROSSING GREEN CIR	92557-2626	MENDEZ DAVID MELARA	10362 CROSSING GREEN CIR	MORENO V	92557	332.40	33.24	65.82	431.44
96593765009	260321027	684277	WHITSETT, DAVID AND VALERIE	10386	CROSSING GREEN CIR	92557-2626	WHITSETT DAVID S	10386 CROSSING GREEN CIR	MORENO V	92557	255.29	25.53	50.55	331.36
89067673002	260321026	684277	LEARY, ALVIN (RENT)	10392	CROSSING GREEN CIR	92557-2626	MADRID LOUIS J	1735 BROADWAY ST APT 1	REDWOOD	94063	255.40	25.54	50.57	331.50
97110475002	260321022	684277	STUART, CHARLENE (RENT)	10393	CROSSING GREEN CIR	92557-2690	ARANA JOSE J	5031 ALMADEN DR	LOS ANGEL	90042	63.63	6.363	12.60	82.58
31409595002	292127002	684277	MORALES, HEROLINDA	12675	CROSSMONT PL	92553-5613	MORALES HEROLINDA	12675 CROSSMONT PL	MORENO V	92553	284.36	28.44	56.30	369.08
31418155005	292122002	684277	DORATI, CICEY (RENT)	12844	CROSSMONT PL	92553-5615	HUANG XIU YING	P O BOX 778	CHINO HIL	91709	154.05	15.41	30.50	199.94
86543693001	292133002	684277	CASTILLO, ROSALBA	12908	CROSSMONT PL	92553-5664	CASTILLO CECIL	12908 CROSSMONT PL	MORENO V	92553	127.92	12.792	25.33	166.04
31207325007	292134010	684277	ROBERSON, AUBREY	12935	CROSSMONT PL	92553-5665	OCULAM SILVANITO	12935 CROSSMONT PL	MORENO V	92553	255.18	25.518	50.53	331.22
31592465002	292134008	684277	RIOS, CHAD (RENT)	12955	CROSSMONT PL	92553-5665	RIOS GIPSON MIRANDA G	12955 CROSSMONT PL	MORENO V	92553	63.93	6.39	12.66	82.98
93234045005	479622018	684277	RODRIGUEZ, SAMANTHA	13825	CUMIN ST	92553-4858	ANDERSON GEORGE W	13825 CUMIN ST	MORENO V	92553	255.29	25.53	50.55	331.36
97045835005	479621016	684277	HALLOWAY, DIONNE	13850	CUMIN ST	92553-4859	HOLLOWAY DIONNE	13850 CUMIN ST	MORENO V	92553	255.29	25.53	50.55	331.36
83001145009	484321030	684277	SANCHEZ, MARTHA	14808	CURRY ST	92553-5017	SANCHEZ MARTHA MARIA	14808 CURRY ST	MORENO V	92553	255.40	25.54	50.57	331.50
92417553009	484321031	684277	GONZALEZ, JOSE	14818	CURRY ST	92553-5017	GONZALEZ JOSE LUIS	14818 CURRY ST	MORENO V	92553	255.40	25.54	50.57	331.50
72186395008	484321044	684277	ELY, DARLENE	14918	CURRY ST	92553-5055	ELY JAMES T	14918 CURRY ST	MORENO V	92553	190.18	19.018	37.66	246.84
93784765007	484321045	684277	HAYS, TRACI (RENT)	14924	CURRY ST	92553-5055	AYASS WALID S	67170 PASA TIEMPO	DESERT HC	92240	215.40	21.54	42.65	279.58
93917783009	484322004	684277	AGUILAR, LUIS AND MARIBEL	14925	CURRY ST	92553-5019	AGUILAR LUIS	14925 CURRY ST	MORENO V	92553	191.77	19.18	37.97	248.90
94950495000	484312028	684277	PRADO, FLORA (RENT)	14953	CURRY ST	92553-5019	HERNANDEZ JOSE J	14953 CURRY ST	MORENO V	92553	29.81	2.981	5.90	38.68
31634175003	484312022	684277	ENRIQUEZ, JOSE	14970	CURRY ST	92553-5015	HENRIQUEZ MARGARITA	14970 CURRY ST	MORENO V	92553	255.29	25.53	50.55	331.36
31269235006	296103021	684277	MCCOY, ANN	23810	CUSHENBURY RD	92553-3231	MCCOY THOMAS T	23810 CUSHENBURY DR	MORENO V	92553	279.22	27.92	55.29	362.42
93324275005	296103020	684277	RODRIGUES, DANIEL (RENT)	23820	CUSHENBURY RD	92553-3231	HOME EXPO FINANCIAL INC	P O BOX 9818	MORENO V	92552	255.40	25.54	50.57	331.50
31519635000	296103018	684277	LYONS, BEVERLY	23840	CUSHENBURY RD	92553-3231	LYONS BEVERLY J	23840 CUSHENBURY DR	MORENO V	92553	211.56	21.16	41.89	274.60
31286345007	484060019	684277	GUERRERO, SANDRA (RENT)	14159	CYPRESS SANDS LN	92553-2918	SALAZAR JORGE O	14159 CYPRESS SANDS LN	MORENO V	92553	255.40	25.54	50.57	331.50
92502785000	484060033	684277	CHAVEZ, MINERVA (RENT)	14222	CYPRESS SANDS LN	92553-2917	BARON LESTER M	14222 CYPRESS SANDS LN	MORENO V	92553	154.35	15.44	30.56	200.34
62158135004	482320013	684277	SHARMA, VIKAS	13705	DAHL DR	92553-3375	SHARMA VIKAS	13705 DAHL DR	MORENO V	92553	255.18	25.518	50.53	331.22
86624213000	482320015	684277	AVERY, ERIC	13731	DAHL DR	92553-3375	AVERY ERIC D	13731 DAHL DR	MORENO V	92553	255.29	25.53	50.55	331.36
92929965007	474482013	684277	WINDEN, CARY E	10676	DAISY FIELD LN	92557-3022	WINDEN CARY EUGENE	10676 DAISY FIELD LN	MORENO V	92557	45.40	4.54	8.99	58.92
52725505004	474482014	684277	HERRERA, ERICA	10684	DAISY FIELD LN	92557-3022	MUNOZ EDUARDO	10684 DAISY FIELD LN	MORENO V	92557	255.29	25.53	50.55	331.36
87578135004	474260005	684277	WORTMAN, CRYSTAL	11621	DALEHURST RD	92555-1909	WORTMAN DAVID A	11621 DALEHURST RD	MORENO V	92555	255.29	25.53	50.55	331.36
31545665008	474272018	684277	VOSS, VICTOR	11750	DALEHURST RD	92555-1907	HAIR H CLIFTON	490 AGATE ST	LAGUNA B	92651	255.29	25.53	50.55	331.36
88734485008	486193029	684277	DUPREE, TOMMIE	25055	DANA LN	92551-4615	DUPREE TOMMIE	15333 THERESA AVE	MORENO V	92553	255.29	25.53	50.55	331.36
66486555006	486193038	684277	FRANKLIN, LEVOIL (RENT)	25060	DANA LN	92551-4650	HOME EXPO FINANCIAL INC	P O BOX 9818	MORENO V	92552	255.40	25.54	50.57	331.50
54989145000	486193027	684277	BRUNT, JOSHLYN (RENT)	25079	DANA LN	92551-1322	SAMPSON LARRY	25079 DANA LN	MORENO V	92551	255.29	25.53	50.55	331.36
87884495000	486193024	684277	JIMENEZ, JUAN	25111	DANA LN	92551-4660	JIMENEZ JUAN GABRIEL	25111 DANA LN	MORENO V	92551	255.29	25.53	50.55	331.36
31257175003	486192021	684277	ARTERBERRY, ISSAC (RENT)	25118	DANA LN	92551-4651	AHRENS CRAIG RICHARD	24551 VIA TEQUILA	LAKE FORE	92630	255.29	25.53	50.55	331.36
31169335007	486193023	684277	MELGOZA, FELIPE	25121	DANA LN	92551-4660	MELGOZA FELIPE	25121 DANA LN	MORENO V	92551	255.40	25.54	50.57	331.50
73036155004	486192022	684277	ZAMORA, MARY (OWNR)	25128	DANA LN	92551-4651	OCAMPO YOLANDA	25128 DANA LN	MORENO V	92551	41.77	4.18	8.27	54.20
31115775007	486193014	684277	MEZA, ALVARO (OWNR)	25189	DANA LN	92551-4661	MEZA ALVARO A	23326 HAWTHORNE NO 150	TORRANCE	90505	255.40	25.54	50.57	331.50
90337265002	486193012	684277	GOODRICH, CRAIG	25205	DANA LN	92551-4654	GOODRICH CRAIG R	25205 DANA LN	MORENO V	92551	255.29	25.53	50.55	331.36
95499265005	486193011	684277	VILLARREAL, RALPH AND ELAINA	25211	DANA LN	92551-4654	VILLARREAL ELENA	25211 DANA LN	MORENO V	92551	255.29	25.53	50.55	331.36
96209605006	486192032	684277	VARSAMAS, ZACHARIAS	25216	DANA LN	92551-4653	VARSAMAS ZACHARIAS	25216 DANA LN	MORENO V	92551	255.29	25.53	50.55	331.36
31538395000	486183009	684277	SCHOENBAUM, MICHAEL (RENT)	25279	DANA LN	92551-4662	NEESE LARRY D	7290 ASHLEY ST	COLTON C	92324	412.36	41.24	81.65	535.24
92548603001	486184012	684277	BENITEZ, RODRIGO	25294	DANA LN	92551-4616	LOPEZ RODRIGO BENITEZ	25294 DANA LN	MORENO V	92551	195.29	19.53	38.67	253.48
93877615001	479582016	684277	CARREON, JESUS	25692	DANDELION CT	92553-4894	CARREON JESUS	25692 DANDELION CT	MORENO V	92553	255.29	25.53	50.55	331.36
92047805002	479582023	684277	GONZALEZ, RUBEN	25703	DANDELION CT	92553-4892	GONSALES RUBEN	25703 DANDELION CT	MORENO V	92553	255.29	25.53	50.55	331.36
31628155009	487532003	684277	HIDALGO, ERICA (OWNR)	26578	DANUBE WAY	92555-3811	HIDALGO JESUS	26578 DANUBE WAY	MORENO V	92555	116.77	11.68	23.12	151.56
97635175001	487531018	684277	LEE, ANGELA (OWNR)	26593	DANUBE WAY	92555-3811	LEE CHARLES C	26593 DANUBE WAY	MORENO V	92555	245.68	24.57	48.64	318.88
31569725006	479541005	684277	CORSA, BENJAMIN	25771	DAPHNE CT	92553-4790	CORIA BENJAMIN	25771 DAPHNE CT	MORENO V	92553	255.29	25.53	50.55	331.36
52163305000	479541010	684277	MASTERS, TIFFANY	25780	DAPHNE CT	92553-4790	MASTERS TIFFANY	25780 DAPHNE CT	MORENO V	92553	255.29	25.53	50.55	331.36
92139465008	487411002	684277	GOBLE, LORETTA	26159	DARDANELLE CT	92555-6825	GOBLE LORETTA C	26159 DARDANELLE CT	MORENO V	92555	332.64	33.26	65.86	431.76
96598305005	487411013	684277	WILLIAMS, DONALD (OWNR)	26182	DARDANELLE CT	92555-6824	WILLIAMS DONALD	26182 DARDANELLE CT	MORENO V	92555	255.40	25.54	50.57	331.50
92392363004	487411006	684277	EDWARDS, RONALD AND DONNA	26207	DARDANELLE CT	92555-2465	EDWARDS RONALD	26207 DARDANELLE CT	MORENO V	92555	66.66	6.67	13.20	86.52
61527735005	487411009	684277	HIDALGO, JESSICA (RENT)	26230	DARDANELLE CT	92555-2465	WEI FU	3180 LOMBARDY RD	PASADENA	91107	74.51	7.45	14.75	96.70
98361945012	474581011	684277	JOHNSON, LENDELL	24728	DARKSTAR DR	92557-3207	JOHNSON LENDELL DEMAR	24728 DARKSTAR DR	MORENO V	92557	255.29	25.53	50.55	331.36
53548665005	488071003	684277	WALL, CLARA	27280	DARLENE DR	92555-2121	WALL JAMES R	27280 DARLENE DR	MORENO V	92555	332.64	33.26	65.86	431.76
95723165009	308390023	684277	ORTIZ, RALPH	16512	DARTMOOR CIR	92555-3311	PATEL SHRADDHA	16512 DARTMOOR CIR	MORENO V	92555	255.29	25.53	50.55	331.36
31356255006	487500051	684277	TOBIAS, MATT AND MARY	13668	DARWIN DR	92555-2554	TOBIAS MATT C	13668 DARWIN DR	MORENO V	92555	255.29	25.53	50.55	331.36
48509945007	292222032	684277	VIVANCO, MARIA	23511	DAVID LN	92557-8207	VIVANCO VALENTE	23511 DAVID LN	MORENO V	92557	332.40	33.24	65.82	431.44
31583545005	292222031	684277	LIEHR, LINDA (RENT)	23521	DAVID LN	92557-8207	GOWER MICHAEL ALAN	23521 DAVID LN	MORENO V	92557	255.40	25.54	50.57	331.50
31314295007	292222028	684277	AGUIRRE, MONICA	23551	DAVID LN	92557-8207	AGUIRRE LUIS	23551 DAVID LN	MORENO V	92557	255.29	25.53	50.55	331.36
31184745000	292221009	684277	ALMARIZ, RICARDO (OWNR)	23610	DAVID LN	92557-8208	ALMARAZ RICARDO	23610 DAVID LN	MORENO V	92557	128.14	12.81	25.37	166.32
96639863009	292222022	684277	SOTO, ANABEL (OWNR)	23637	DAVID LN	92557-8211	SOTO ANTONIO RIVERA	23637 DAVID LN	MORENO V	92557	246.19	24.62	48.75	319.54
59255235002	292222010	684277	PAZEJ, CHRISTINE	23648	DAVID LN	92557-8213	PAZEJ JOHN M	23648 DAVID LN	MORENO V	92557	255.29	25.53	50.55	331.36

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52684955008	475321032	684277	MARTINEZ, ANTONIO L AND (OWI	11030	DAVIS ST	92557-5036	MARTINEZ ANTONIO L	11030 DAVIS ST	MORENO V	92557	255.40	25.54	50.57	331.50
31068185002	475030017	684277	CAZARES, ERMELINDA	11080	DAVIS ST	92557-5036	ANDRADE JULIO	11080 DAVIS ST	MORENO V	92553	255.29	25.53	50.55	331.36
31633015009	475032023	684277	FITZPATRICK, KELLY	11200	DAVIS ST	92557-5000	FITZPATRICK KATHLEEN JANE	11200 DAVIS ST	MORENO V	92557	191.55	19.155	37.93	248.62
74277025001	475090012	684277	HILLARD-LAWLESS, ANNE (OWNR	11260	DAVIS ST	92557-5043	LAWLESS ANN L HILLIARD	11260 DAVIS ST	MORENO V	92557	90.69	9.07	17.96	117.70
31058835007	475100071	684277	ADAMS, WAYNE (OWNR)	11273	DAVIS ST	92557-5040	ADAMS WAYNE	11273 DAVIS ST	MORENO V	92557	255.40	25.54	50.57	331.50
66557715001	475100008	684277	PLAXCO, DON P (OWNR) APTS	11275	DAVIS ST	92557-5040	PLAXCO IDA	12625 FREDERICK IS NO 213	MORENO V	92553	255.18	25.518	50.53	331.22
31082005001	475100009	684277	PLAXCO, DON P (OWNR) APTS	11277	DAVIS ST	92557-5040	PLAXCO IDA	12625 FREDERICK IS NO 213	MORENO V	92553	255.29	25.53	50.55	331.36
66373515005	475100003	684277	BOWLDS, JOHN (APTS)	11279	DAVIS ST	92557-5040	PLAXCO IDA	12625 FREDERICK IS NO 213	MORENO V	92553	255.29	25.53	50.55	331.36
51986545005	475100073	684277	PLAXCO, DON P (OWNR) APTS	11281	DAVIS ST	92557-5040	PLAXCO IDA	12625 FREDERICK IS NO 213	MORENO V	92553	255.29	25.53	50.55	331.36
93098615004	475100068	684277	HERNANDEZ, CRYSTAL (RENT)	11343	DAVIS ST	92557-5002	GREEN EARLENE A	15760 COBRA DR	MORENO V	92551	135.40	13.54	26.81	175.74
96215935004	475111051	684277	VILLANUEVA, GABRIEL	11421	DAVIS ST	92557-5537	VILLANUEVA GABRIEL	11421 DAVIS ST	MORENO V	92557	191.66	19.17	37.95	248.76
91357535003	475111053	684277	MALTA, ALBERT	11475	DAVIS ST	92557-5537	MALTA ALBERT J	11475 DAVIS ST	MORENO V	92557	332.40	33.24	65.82	431.44
31129255007	475182042	684277	JONES, BRYAN	11533	DAVIS ST	92557-5538	CC GROUP	765 N MAIN ST	CORONA (	92880	255.40	25.54	50.57	331.50
76101065002	475170008	684277	MALTA, ALBERT	11558	DAVIS ST	92557-5525	MALTA ALBERT	11558 DAVIS ST	MORENO V	92557	255.40	25.54	50.57	331.50
31096485000	475182045	684277	VACA, CARLOS	11561	DAVIS ST	92557-5538	VACA CARLOS	11561 DAVIS ST	MORENO V	92557	332.64	33.26	65.86	431.76
92084205001	475200042	684277	REUSKAUFF, JOE AND BERYL	11640	DAVIS ST	92557-6301	RUSKAUFF JOSEPH S	11640 DAVIS ST	MORENO V	92557	255.29	25.53	50.55	331.36
97222835000	475190021	684277	BOLAJEH, ABIN (RENT)	11667	DAVIS ST	92557-6336	AUGUSTINE DANIEL LYNN	11055 LONE STAR RD	MORENO V	92557	255.29	25.53	50.55	331.36
31418825005	475200003	684277	PLAXCO, DON AND IDA (OWNR) A	11672	DAVIS ST	92557-6301	PLAXCO IDA	12625 FREDERICK IS NO 213	MORENO V	92553	255.29	25.53	50.55	331.36
98251745017	475263030	684277	ANDREWS, JOHN (OWNR) APTS	11761	DAVIS ST	92557-6316	NITEMAN	568 VERDE VISTA AVE	POMONA	91767	700.96	70.10	138.79	909.84
98394003000	475250073	684277	CABELLO, ELYAS	11830	DAVIS ST	92557-6300	CABELLO ELIAS H	11830 DAVIS ST	MORENO V	92557	28.03	2.80	5.55	36.38
31106375000	475280068	684277	BERTRAND, ANTHONY	11890	DAVIS ST	92557-6338	BERTRAND ANTHONY J	11890 DAVIS ST	MORENO V	92557	447.06	44.71	88.52	580.28
31596765000	475280072	684277	ROBERTS, JAMES (OWNR) APTS	11950	DAVIS ST	92557-6326	ROBERTS JAMES H	11950 DAVIS ST	MORENO V	92557	255.29	25.53	50.55	331.36
31244555001	256242017	684277	AVALOS, ERIK	11981	DAY ST	92557-8519	PARK KYU OK	11981 DAY ST	MORENO V	92557	260.89	26.09	51.66	338.62
92684845004	256242016	684277	REYNOLDS, EUGENIA	11991	DAY ST	92557-8519	REYNOLDS EUGENIA E	11991 DAY ST	MORENO V	92557	255.29	25.53	50.55	331.36
93633275009	263180077	684277	CABANAS, ROSALBA (OWNR)	13361	DAY ST	92553-8124	CABANAS ROSALBA	13361 DAY ST	MORENO V	92553	255.40	25.54	50.57	331.50
94698585006	291171004	684277	MARINO, STEPHANIE (RENT) APTS	13792	DAY ST	92553-8252	PULVER ELEANOR L	13792 DAY ST	MORENO V	92553	361.60	36.16	71.60	469.34
96224425003	475120011	684277	SLAUGHTER, RONALD	11383	DAYBREAK TRL	92557-5504	SLAUGHTER RONALD D	11383 DAYBREAK TR	MORENO V	92557	332.40	33.24	65.82	431.44
31336075006	475120010	684277	DHALIWAL, MANOHAR	11395	DAYBREAK TRL	92557-5504	THPI ACQUISITION HOLDINGS	601 CARLSON PKY STE 150	MINNETON	55305	255.29	25.53	50.55	331.36
31343175001	475121006	684277	ZAPATA, NUBIA	11448	DAYBREAK TRL	92557-5503	ZAPATA ADRIAN	11448 DAYBREAK TR	MORENO V	92557	191.77	19.18	37.97	248.90
31549175003	475120005	684277	GILMORE, JERI	11455	DAYBREAK TRL	92557-5504	CHEEK DAVID	11455 DAYBREAK TR	MORENO V	92557	255.29	25.53	50.55	331.36
31329685003	475121007	684277	MORANTE, ERNESTO (OWNR)	11464	DAYBREAK TRL	92557-5503	MORANTE ERNESTO S	11464 DAYBREAK TR	MORENO V	92557	255.40	25.54	50.57	331.50
82726485000	475172019	684277	ANTONUCCI, ALBERT	11516	DAYBREAK TRL	92557-5505	ANTONUCCI ALBERT	11690 IVY LN	MORENO V	92557	255.29	25.53	50.55	331.36
55155365000	475170014	684277	PARSON, REGINA	11559	DAYBREAK TRL	92557-5506	RICHTER SABINE P M	P O BOX 4624	CERRITOS	90703	255.29	25.53	50.55	331.36
96616365002	475170016	684277	JONES, BOBBY (OWNR)	11585	DAYBREAK TRL	92557-5506	JONES BOBBY L	11585 DAYBREAK TR	MORENO V	92557	255.40	25.54	50.57	331.50
96616365007	475170012	684277	DANIEL, CHRIS (RENT)	11529	DAYBREAK TRL	92557-5506	JARVIS PAUL W	#REF!	MORENO V	#REF!	41.50	4.15	8.22	53.86
80484935004	304190035	684277	PATTON, BARBARA	27797	DE LA VALLE DR	92555-5916	PATTON MARK	27797 DE LA VALLE DR	MORENO V	92555	255.29	25.53	50.55	331.36
60381335002	304330002	684277	WINE, RANDY	27952	DE LA VALLE DR	92555-5921	THOMPSON KIMBERLY	27952 DE LA VALLE DR	MORENO V	92555	498.56	49.86	98.71	647.12
62592585009	304360017	684277	STACY, IVA (RENT)	27776	DE LA VEGA CT	92555-5822	GALLERY EQUITY	1000 DOVE ST STE 100	NEWPORT	92660	26.40	2.64	5.23	34.26
31267245008	484293035	684277	MUNOZ, JAIME JR	14858	DE SOTO PL	92553-5032	MUNOZ JAIME	14858 DE SOTO PL	MORENO V	92553	166.80	16.68	33.03	216.5
31336055000	484284010	684277	AGUILAR, JESUS (RENT)	14904	DE SOTO PL	92553-5039	GUILLEN ELISEO	6015 N APPLESAUCE CT	TUCSON A	85741	255.40	25.54	50.57	331.50
84709755007	487072005	684277	GROVE, LISA	26245	DEANA CT	92555-1868	GROVE LISA R	26245 DEANA CT	MORENO V	92555	363.84	36.38	72.04	472.26
96352215006	487072003	684277	HENISH, CHRISTIAN (OWNR)	26252	DEANA CT	92555-1868	HENISH CHRISTIAN L	26252 DEANA CT	MORENO V	92555	155.40	15.54	30.77	201.70
91362373006	264082056	684277	VALDEZ, NILDA (RENT)	11062	DEBRA WAY	92557-4955	FUTURE WORLD INC	939 S ATLANTIC BLV NO 215	MONTERE	91754	114.06	11.41	22.58	148.04
31278625005	264082055	684277	RODRIGUEZ, MALLELY (OWNR)	11068	DEBRA WAY	92557-4955	RODRIGUEZ NELLELY	7230 SCALES WAY	BUENA PA	90621	255.40	25.54	50.57	331.50
31306295003	264082052	684277	FLORES, ALEJANDRA (OWNR)	11086	DEBRA WAY	92557-4955	FLORES ALEJANDRA	11086 DEBRA WAY	MORENO V	92557	155.18	15.518	30.73	201.42
93980145002	264072037	684277	JUAREZ, MARTHA	11109	DEBRA WAY	92557-4956	JUAREZ MARTHA	11109 DEBRA WAY	MORENO V	92557	255.29	25.53	50.55	331.36
31649685004	260312022	684277	MAGANA, MARIE	10049	DEEP CANYON RD	92557-2860	MAGANA JOSE M	10049 DEEP CANYON RD	MORENO V	92557	332.64	33.26	65.86	431.76
92130435004	488280002	684277	ASHLEY, LYNNE	12285	DEEP VALLEY TRL	92555-5418	ASHLEY DANIEL A	12285 DEEP VALLEY TR	MORENO V	92555	127.59	12.759	25.26	165.6
84952105000	488280004	684277	FINKELSTEIN, LAWRENCE AND CIN	12341	DEEP VALLEY TRL	92555-5430	FINKELSTEIN LAWRENCE	12341 DEEP VALLEY TR	MORENO V	92555	255.29	25.53	50.55	331.36
97584615009	488290001	684277	SMITH, MATTIE	12369	DEEP VALLEY TRL	92555-5430	SMITH MATTIE R	12369 DEEP VALLEY TR	MORENO V	92555	290.34	29.03	57.49	376.86
99461623006	488290005	684277	ZUNIGA, MICHAEL	12471	DEEP VALLEY TRL	92555-5431	ZUNIGA MICHAEL DAVID	12471 DEEP VALLEY TR	MORENO V	92555	326.45	32.65	64.64	423.72
97076765004	259362021	684277	TORRES, EDGAR AND ANGIE(OWN	9847	DEER CREEK RD	92557-1805	TORRES EDGAR R	1176 VERSAILLES CIR	RIVERSIDE	92506	255.40	25.54	50.57	331.50
31549015007	259362022	684277	THOMAS, R C (OWNR)	9857	DEER CREEK RD	92557-1805	THOMAS R C	9857 DEEP CREEK RD	MORENO V	92557	255.40	25.54	50.57	331.50
31448435004	259362024	684277	MURPHY, SHAUN AND TAMMY	9877	DEER CREEK RD	92557-1805	MURPHY SHAWN P	9877 DEER CREEK RD	MORENO V	92557	128.14	12.81	25.37	166.32
31572715002	259363004	684277	RUIZ, RICHARD AND NANCY	9880	DEER CREEK RD	92557-1804	RUIZ RICHARD C	9880 DEER CREEK RD	MORENO V	92557	255.40	25.54	50.57	331.50
96184715008	479544016	684277	MANRIQUEZ, STEVEN (OWNR)	25950	DEERBERRY DR	92553-4724	MANRIQUEZ STEVEN	25950 DEERBERRY DR	MORENO V	92553	255.40	25.54	50.57	331.50
95220315005	479544017	684277	COLEMAN, WILLIAM	25962	DEERBERRY DR	92553-4724	COLEMAN WILLIAM	25962 DEERBERRY DR	MORENO V	92553	183.84	18.38	36.40	238.62
57857405001	296134008	684277	HALEY, CHARLES AND DELORES	23890	DEERFERN AVE	92553-3280	DAVIS BRANDON	23890 DEERFERN AVE	MORENO V	92553	255.18	25.518	50.53	331.22
31573645005	296134011	684277	CARPIO, YOLANDA	23922	DEERFERN AVE	92553-3233	CARPIO YOLANDA G	23922 DEERFERN AVE	MORENO V	92553	205.29	20.53	40.65	266.46
59948105009	296134010	684277	NUNEZ, ANDREW	23938	DEERFERN AVE	92553-3233	NUNEZ ANDREW	23938 DEERFERN AVE	MORENO V	92553	332.16	33.216	65.77	431.14
31602295005	296134012	684277	HERNANDEZ, NORMA (RENT)	23954	DEERFERN AVE	92553-3233	ZEPEDA ADAN	23860 BLUE BILL CT	MORENO V	92557	89.61	8.96	17.74	116.30
53334795003	296133025	684277	CARRION, JESUS	13335	DEERPARK DR	92553-3235	CARRION JESUS	13335 DEERPARK DR	MORENO V	92553	155.29	15.53	30.75	201.56
31253755000	292193017	684277	HERRON, DARRELL	12074	DEERWOOD LN	92557-7141	HERRON DARRELL	12074 DEERWOOD LN	MORENO V	92557	73.64	7.364	14.58	95.58
90831725008	292181029	684277	RIOS, JENNIE	12177	DEERWOOD LN	92557-7100	RIOS JENNIE P	12177 DEERWOOD LN	MORENO V	92557	255.29	25.53	50.55	331.36
94622445006	292181032	684277	LEON, CRISTINE	12205	DEERWOOD LN	92557-7100	LEON CHRISTINE L	12205 DEERWOOD LN	MORENO V	92557	255.40	25.54	50.57	331.50

82998575006	292181033	684277	BRUNSTON, DELORES	12225	DEERWOOD LN	92557-7100	MILLVILE TIMOTHY S	12225 DEERWOOD LN	MORENO V	92557	255.40	25.54	50.57	331.50
31403505004	475211004	684277	RAMOS, ALANA	11671	DEFIANCE WAY	92557-5643	RAMOS RUBEN D	11671 DEFIANCE WAY	MORENO V	92557	255.29	25.53	50.55	331.36
31579675005	256306007	684277	LOZANO, ANDY	21645	DEL AMO ST	92557-8559	LOZANO ANDREW	21645 DEL AMO ST	MORENO V	92557	110.78	11.078	21.93	143.78
84027765002	256306002	684277	NAPOLES, JACKIE (OWNR)	21680	DEL AMO ST	92557-8559	NAPOLES BERNABE NEYPES	21680 DEL AMO ST	MORENO V	92557	255.29	25.53	50.55	331.36
31550765007	256306009	684277	CALDERON, MONICA (RENT)	21685	DEL AMO ST	92557-8559	TANNER GLEN R ESTATE OF	64343 MYOKONOS LN	RIVERSIDE	92506	54.26	5.426	10.74	70.42
31441075004	260412014	684277	ROSTHWELL, RAYMOND (RENT)	10060	DELCRESTA DR	92557-9008	REID KEVIN JON	10060 DELCRESTA DR	MORENO V	92557	120.11	12.01	23.78	155.90
90151533001	482253008	684277	GUTIERREZ, GRECY (RENT)	14832	DELFBUSH ST	92553-3911	ARMAS ANA	14832 DELFBUSH ST	MORENO V	92553	291.87	29.19	57.79	378.84
61003865009	482372024	684277	VALENCIA, ALANA	24121	DELGADO CT	92553-3319	VALENCIA ALANA NICOLE	24121 DELGADO CT	MORENO V	92553	219.11	21.911	43.38	284.4
98037875012	482372040	684277	HERNANDEZ, XAVIER (OWNR)	24161	DELGADO CT	92553-3319	HERNANDEZ XAVIER	24161 DELGADO CT	MORENO V	92553	255.40	25.54	50.57	331.50
31587365003	482372028	684277	JOHNSON, ELVEE	24178	DELGADO CT	92553-3378	JOHNSON ELVEE	24178 DELGADO CT	MORENO V	92553	332.40	33.24	65.82	431.44
96328495007	482372035	684277	DEANS, CHRISTINA	24237	DELGADO CT	92553-3385	ORTEGA ALFREDO	28684 VELA DR	SUN CITY (	92586	255.29	25.53	50.55	331.36
31447795000	482662005	684277	ALVIDREZ, PAUL (RENT)	24135	DELPHINIUM AVE	92553-2410	NUNEZ ENRIQUE	24135 DELPHINIUM AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31560695001	482662006	684277	MIRAMON, RAMON AND ROSALIN	24143	DELPHINIUM AVE	92553-2410	RAMIREZ JUAN	14075 MOSSWOOD CT	CORONA (	92880	84.92	8.49	16.81	110.22
31497325004	482384025	684277	LOPEZ, GLORIA (OWNR)	24323	DELPHINIUM AVE	92553-3524	HERNANDEZ JUAN A LOPEZ	24323 DELPHINIUM AVE	MORENO V	92553	39.52	3.95	7.82	51.28
93017205000	482384027	684277	MONTES, DELIA	24343	DELPHINIUM AVE	92553-3524	DELACRUZ RAUL	24343 DELPHINIUM AVE	MORENO V	92553	105.18	10.518	20.83	136.52
50394235008	482304013	684277	MARTINEZ, ARTURO	24352	DELPHINIUM AVE	92553-3525	CHOPRA JANAK R	12555 GARDEN GROVE NO 404	GARDEN G	92843	107.81	10.781	21.35	139.92
31059405005	482304015	684277	REBOLLAR, ISAEL	24372	DELPHINIUM AVE	92553-3525	ANGELES ISAEL REBOLLAR	24372 DELPHINIUM AVE	MORENO V	92553	59.20	5.92	11.72	76.84
93255853009	482304017	684277	SCOTT,KEIAUNA	24392	DELPHINIUM AVE	92553-3525	DANG STACY HOA TUO	18045 S 3RD ST	FOUNTAIN	92708	190.39	19.04	37.70	247.12
97102785004	482304018	684277	BIRTS, CYNTHIA	24402	DELPHINIUM AVE	92553-2412	BIRTS MARIA D	24402 DELPHINIUM AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31310455001	482384033	684277	PACHECO, EVELIA (RENT)	24421	DELPHINIUM AVE	92553-3508	HARA KULJIT S	7971 BIRCHWOOD AVE	LA PALMA	90623	255.40	25.54	50.57	331.50
31189735001	482384034	684277	NUNEZ, NIMIA	24431	DELPHINIUM AVE	92553-3508	NUNEZ LEONEL R	24431 DELPHINIUM AVE	MORENO V	92553	255.40	25.54	50.57	331.50
96994785005	482384037	684277	AFFORDABLE SERVICES	24475	DELPHINIUM AVE	92553-3508	HALE LISA MICHELLE	24475 DELPHINIUM AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31320005005	482421005	684277	BAHEMA, AMALIA (RENT)	24575	DELPHINIUM AVE	92553-5813	CHAUDHRY MOHAMMAD	2157 ALPINEMIST ST	CORONA (	92879	255.40	25.54	50.57	331.50
86092123009	482423014	684277	RODRIGUEZ, GREGORIO	24667	DELPHINIUM AVE	92553-5815	RODRIGUEZ GREGORIO	24667 DELPHINIUM AVE	MORENO V	92553	245.98	24.60	48.70	319.28
31172935005	484241006	684277	DUVALL, COREY	25185	DELPHINIUM AVE	92553-7193	AHMADI JAMIL A	25185 DELPHINIUM AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31171405008	484241005	684277	COPE, MISSY (RENT)	25197	DELPHINIUM AVE	92553-7193	ZAMARRIPA ALFONSO	25197 DELPHINIUM AVE	MORENO V	92553	305.16	30.52	60.42	396.08
31496155001	484241004	684277	LUI, ALEX	25209	DELPHINIUM AVE	92553-7113	LUI ALEX	25209 DELPHINIUM AVE	MORENO V	92553	266.43	26.64	52.75	345.82
31607565007	484212041	684277	JOHNSON, RAVEN (RENT)	25252	DELPHINIUM AVE	92553-7112	CHEN KUAN TING	206 AMBERWOOD DR	WALNUT (	91789	167.28	16.73	33.12	217.12
74862925001	484265017	684277	CARRAMAN, SERGIO AND MARIA(	25301	DELPHINIUM AVE	92553-7151	YEN HSUEH CHUN	340 GOLDENROD DR	WALNUT (	91789	81.38	8.138	16.11	105.62
31332425002	484212035	684277	PETERSON, GEORGE	25336	DELPHINIUM AVE	92553-7194	PETERSON JEANINE L	25336 DELPHINIUM AVE	MORENO V	92553	332.64	33.26	65.86	431.76
93813325007	484201028	684277	DAVIS, DANIELLE	25404	DELPHINIUM AVE	92553-7155	DAVIS DANELLE	25404 DELPHINIUM AVE	MORENO V	92553	129.27	12.93	25.60	167.78
64254345005	484191006	684277	HARDY, DEREK	25552	DELPHINIUM AVE	92553-5050	HARDY WENDY	25552 DELPHINIUM AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31292945009	484291001	684277	ROBINSON, CHINIQUE (RENT)	25601	DELPHINIUM AVE	92553-5066	ESCOBAR MANUEL O	25601 DELPHINIUM AVE	MORENO V	92553	215.40	21.54	42.65	279.58
31123485002	484191010	684277	TORRES, KARLA (RENT)	25604	DELPHINIUM AVE	92553-5065	CORENCK CORP	10 JACKSON CT	COTO DE C	92679	66.53	6.653	13.17	86.34
85245865008	484292005	684277	DOWLING, MARISELA	25671	DELPHINIUM AVE	92553-5002	BANK OF AMERICA	1800 TAPO CANYON SV2202	SIMI VALLE	93063	255.40	25.54	50.57	331.50
31150825004	484192012	684277	DE LA ROSA, JOSEPH (RENT)	25690	DELPHINIUM AVE	92553-5034	CADENA TOMASA L	25690 DELPHINIUM AVE	MORENO V	92553	94.76	9.476	18.76	122.98
31623845006	484292007	684277	YOUNG, TREVIA (RENT)	25697	DELPHINIUM AVE	92553-5002	TRA FISCHER INV	8171 E BAILEY WAY	ANAHEIM	92808	63.63	6.363	12.60	82.58
31392445002	484181001	684277	DURLEY, TRUMAN	25760	DELPHINIUM AVE	92553-5069	DURLEY TRUMAN	24682 DEL PRADO NO 200	DANA POIN	92629	255.40	25.54	50.57	331.50
31408085001	484181004	684277	MALDONADO, ANGEL(OWNR)	25794	DELPHINIUM AVE	92553-5069	MALDONADO STARBUCK	25794 DELPHINIUM AVE	MORENO V	92553	255.40	25.54	50.57	331.50
93695375007	484303037	684277	BEVERAGE, RON AND JEAN	25841	DELPHINIUM AVE	92553-5035	BEVERAGE RONALD D	25841 DELPHINIUM AVE	MORENO V	92553	255.40	25.54	50.57	331.50
92902955006	484183007	684277	MARTINEZ, DANIEL (OWNR)	25916	DELPHINIUM AVE	92553-5010	FLORES MARCO RAMOS	25916 DELPHINIUM AVE	MORENO V	92553	127.77	12.78	25.30	165.84
72658655001	486492019	684277	ZAMORA, OSCAR (RENT)	27084	DELPHINIUM AVE	92555-4737	ZAMORA OSCAR	27084 DELPHINIUM AVE	MORENO V	92555	127.40	12.74	25.23	165.36
91921885002	486492020	684277	GALICIA, MARIA (OWNR)	27098	DELPHINIUM AVE	92555-4737	PEREZ ARNULFO GALICIA	27098 DELPHINIUM AVE	MORENO V	92555	42.64	4.26	8.44	55.34
31388745007	486492029	684277	UDOKA, FRANK AND MARIE	27224	DELPHINIUM AVE	92555-4738	NWAOGWUGWU ROWLAND	27224 DELPHINIUM AVE	MORENO V	92555	255.40	25.54	50.57	331.50
96385055009	486500006	684277	ESTELL, EARL (OWNR)	27280	DELPHINIUM AVE	92555-4738	ESTELL EARL	27280 DELPHINIUM AVE	MORENO V	92555	249.96	25.00	49.49	324.44
31124995003	486505008	684277	CARROLL, VALERIE K	27397	DELPHINIUM AVE	92555-4741	CARROLL VALERIE K	209 ADAMS AVE	HUNTINGT	92648	255.40	25.54	50.57	331.50
69650895003	296034040	684277	MCADORY, MARY	23160	DENVER CT	92553-5928	MCADORY MARY	23160 DENVER CT	MORENO V	92553	255.29	25.53	50.55	331.36
31092715001	296034039	684277	CERVANTES, JOSE	23174	DENVER CT	92553-5928	FREGOSO ROBERTO	23174 DENVER CT	MORENO V	92553	192.65	19.27	38.14	250.04
50514955009	259491042	684277	HERNANDEZ, MANUEL (OWNR)	23532	DESCANSO DR	92557-3544	HERNANDEZ MANUEL R	23532 DESCANSO RD	MORENO V	92557	255.40	25.54	50.57	331.50
95817335004	259510007	684277	JOHNSON, BRUCE	23610	DESCANSO DR	92557-3547	JOHNSON BRUCE	23610 DESCANSO DR	MORENO V	92557	255.40	25.54	50.57	331.50
89400553000	259510008	684277	HARKINS, JESSICA (RENT)	23622	DESCANSO DR	92557-3547	MARTINEZ JOSE FRANCISCO	23622 DESCANSO DR	MORENO V	92557	332.64	33.26	65.86	431.76
94305225004	260082028	684277	BROWN, DAWN (RENT)	10319	DESERT STAR ST	92557-2930	WRIGHT WENDELL D	10319 DESERT STAR ST	MORENO V	92557	128.14	12.81	25.37	166.32
94083535002	260073009	684277	GIBSON, JAMES & JACKLYN	10322	DESERT STAR ST	92557-2928	GIBSON JAMES R	10322 DESERT STAR ST	MORENO V	92557	255.29	25.53	50.55	331.36
31286105007	260082031	684277	WATSON, ESTELLE	10349	DESERT STAR ST	92557-2931	WATSON ESTELLE S	10349 DESERT STAR ST	MORENO V	92557	76.40	7.64	15.13	99.16
31385985002	260073012	684277	WILSON, ARTHUR	10352	DESERT STAR ST	92557-2929	WILSON ARTHUR L	10352 DESERT STAR ST	MORENO V	92557	255.29	25.53	50.55	331.36
87984635009	260082033	684277	BRYSON, DONALD (OWNR)	10369	DESERT STAR ST	92557-2931	BRYSON DONALD R	10369 DESERT STAR ST	MORENO V	92557	146.92	14.69	29.09	190.70
31591795005	484221007	684277	BRADLEY, ROBERT AND STEPHANI	25142	DESERT WILLOW DR	92553-7140	BRADLEY ROBERT	25142 DESERT WILLOW DR	MORENO V	92553	255.29	25.53	50.55	331.36
85056905001	484221010	684277	PARRA, JOSEPH	25149	DESERT WILLOW DR	92553-7141	PARRA JOSEPH L	25149 DESERT WILLOW DR	MORENO V	92553	31.46	3.15	6.23	40.82
31464605005	484221011	684277	ARREOLA, EVELIA	25161	DESERT WILLOW DR	92553-7141	ARREOLA EVELIA	25161 DESERT WILLOW DR	MORENO V	92553	244.32	24.43	48.38	317.12
73368515006	292051025	684277	DUNCAN, RICK	23260	DEWDROP CIR	92553-5984	DUNCAN RICK C	P O BOX 10287	MORENO V	92552	255.29	25.53	50.55	331.36
97518055004	292051032	684277	MINA, IMELDA	23265	DEWDROP CIR	92553-5900	MINA SANDRA J	23265 DEWDROP CIR	MORENO V	92553	452.73	45.27	89.64	587.64
93494195003	487481049	684277	LOVELY, CASSANDRA	13611	DIAMOND LN	92555-3833	HU HAIMING	35 W LONGDEN AVE	ARCADIA (	91007	255.29	25.53	50.55	331.36
88723015000	256274009	684277	ZUBER, JAMIE (RENT)	21177	DICKINSON RD	92557-8413	MORRIS KEM E	13036 MISTY MEADOW CT	MORENO V	92555	85.39	8.54	16.91	110.82
31276635007	256272032	684277	STONE, LEONARDA (OWNR)	21190	DICKINSON RD	92557-8412	STONE LEONARDA L	21190 DICKINSON RD	MORENO V	92557	41.77	4.18	8.27	54.20
64506155007	256272033	684277	KNOX, RICK	21212	DICKINSON RD	92557-8433	KNOX RICK P	21212 DICKINSON RD	MORENO V	92557	255.29	25.53	50.55	331.36

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31293695009	256333005	684277	MOJICA, MARIA (OWNR)	21287	DICKINSON RD	92557-8414	MOJICA MARIA G	21287 DICKINSON RD	MORENO V	92557	128.14	12.81	25.37	166.32
96272485009	256331007	684277	VEGA, RAQUEL (OWNR)	21318	DICKINSON RD	92557-8436	VEGA CARLOS M	21318 DICKINSON RD	MORENO V	92557	255.29	25.53	50.55	331.36
60226905009	256331006	684277	BURNS, LOLA	21330	DICKINSON RD	92557-8416	BURNS LOLA MAY POTTER	21330 DICKINSON RD	MORENO V	92557	127.92	12.792	25.33	166.04
31398725000	256331005	684277	TANON, CHRISTINA (RENT)	21342	DICKINSON RD	92557-8416	LY COLLIN	21342 DICKINSON RD	MORENO V	92557	441.25	44.13	87.37	572.74
31353625006	256331003	684277	NGUYEN, TUYETNGA	21366	DICKINSON RD	92557-8416	QUAN ROGER K	382 N LEMON AVE NO 488	WALNUT (	91789	255.40	25.54	50.57	331.50
86128385006	256333031	684277	HERNANDEZ, GLENN	21377	DICKINSON RD	92557-8417	GOMEZ GABRIEL T	21377 DICKINSON RD	MORENO V	92557	255.18	25.518	50.53	331.22
31404275000	256333032	684277	BURNETT, PHILIP	21389	DICKINSON RD	92557-8417	BURNETT PHILIP E	21389 DICKINSON RD	MORENO V	92557	255.40	25.54	50.57	331.50
99656863000	256332007	684277	ENNIS, DALE AND PAULA (RENT)	21432	DICKINSON RD	92557-8420	CHEN MICHELLE	21432 DICKINSON RD	MORENO V	92557	85.40	8.54	16.91	110.84
58969345006	256332005	684277	JOHNSON, MARK	21454	DICKINSON RD	92557-8420	JOHNSON MARK E	21454 DICKINSON RD	MORENO V	92557	255.29	25.53	50.55	331.36
31524505007	256332004	684277	TROYER, CHRIS (OWNR)	21464	DICKINSON RD	92557-8420	TROYER CHRIS	21464 DICKINSON RD	MORENO V	92557	64.29	6.429	12.73	83.44
51856025009	256332003	684277	ROBINETTE, FRED AND DUSTIE	21474	DICKINSON RD	92557-8420	ROBINETTE FRED J	21474 DICKINSON RD	MORENO V	92557	65.29	6.53	12.93	84.74
31144875006	479690008	684277	FIGUEROA, JORGE	12019	DIEGO CT	92557-6550	FIGUERORA JORGE	12019 DIEGO CT	MORENO V	92557	183.21	18.32	36.28	237.80
31555325009	482111001	684277	DOEHLE, HANS	13330	DILBECK DR	92553-3356	COSME ANNELIESE M	13330 DILBECK DR	MORENO V	92553	128.03	12.80	25.35	166.18
55158765000	482111008	684277	CRAWFORD, JANNA (RENT)	13333	DILBECK DR	92553-3355	HUERTA EDUARDO	13341 DILBECK DR	MORENO V	92553	161.79	16.18	32.03	210
95933695003	482111010	684277	TELLES, JOSE	13357	DILBECK DR	92553-3355	TELLES JOSE	13357 DILBECK DR	MORENO V	92553	255.29	25.53	50.55	331.36
31320335006	482111012	684277	UGALI, EGLA (RENT)	13373	DILBECK DR	92553-3355	AZADIAN HASSAN	785 S ROCK GARDEN CIR	ANAHEIM	92808	215.40	21.54	42.65	279.58
95383305003	482111020	684277	RUIZ, ALFREDO AND LUCIA (OWNI	13455	DILBECK DR	92553-6238	RUIZ ALFREDO A	PO BOX 775	TUSTIN CA	92781	294.54	29.45	58.32	382.30
83660495008	482492013	684277	BEASLEY, MARVIN J	24121	DIMITRA DR	92553-6750	IVERSON RENELLE	24121 DIMITRA DR	MORENO V	92553	255.29	25.53	50.55	331.36
94503645006	482492014	684277	HERNANDEZ, TERREL	24127	DIMITRA DR	92553-6716	HERNANDEZ TERRYL E	24147 DIMITRA DR	MORENO V	92553	255.29	25.53	50.55	331.36
31614285002	482492016	684277	BONILLA, ANA (RENT)	24149	DIMITRA DR	92553-6716	DIAZ HECTOR	15738 BELLAZA CIR	MORENO V	92555	29.34	2.93	5.81	38.08
97033865004	482492021	684277	FREEMAN III, WILLIAM H	24215	DIMITRA DR	92553-6751	FREEMAN WILLIAM H	24215 DIMITRA DR	MORENO V	92553	255.29	25.53	50.55	331.36
57065055004	482443002	684277	GARCIA, MANUEL	24289	DIMITRA DR	92553-6770	LAND GRANT SERVICES	3132 TIGER RUN CT NO G108	CARLSBAD	92010	255.29	25.53	50.55	331.36
90419553007	296212056	684277	HUFFER, DONALD	23370	DIZA ST	92553-3429	HUFFER DONALD W	23370 DIZA ST	MORENO V	92553	255.29	25.53	50.55	331.36
92516555008	482622015	684277	CORTEZ, ANGELICA	24683	DODGE WAY	92553-5840	CUELLAR FERNANDO	23830 CEDAR CREEK TER	MORENO V	92557	255.40	25.54	50.57	331.50
83946605008	296135014	684277	PALOMINO, LUIS	23909	DOE CT	92553-3238	PALOMINO LUIS J	23909 DOE CT	MORENO V	92553	255.29	25.53	50.55	331.36
97222245004	487214009	684277	FOLEY, ALISHA	12641	DOGWOOD WAY	92555-2249	FRENCH ALISHA L	12641 DOGWOOD WAY	MORENO V	92555	191.77	19.18	37.97	248.90
31303245001	482241009	684277	LOPEZ, NALLELY (RENT)	24244	DOLAN DR	92553-3322	PENALOZA ALEJANDRO	24244 DOLAN DR	MORENO V	92553	268.06	26.81	53.08	347.94
31326835008	482242013	684277	CORTEZ, GABRIELA	24257	DOLAN DR	92553-3399	CORTES GABRIELA	24257 DOLAN DR	MORENO V	92553	169.21	16.921	33.50	219.62
31516315003	482242014	684277	TAPIA, VERONICA	24269	DOLAN DR	92553-3399	TAPIA JAVIER	24269 DOLAN DR	MORENO V	92553	255.29	25.53	50.55	331.36
62773985001	482242019	684277	KOEPP, EDWINA	24325	DOLAN DR	92553-3321	KOEPP RICHARD R	24325 DOLAN DR	MORENO V	92553	230.29	23.03	45.60	298.90
85418865001	488110015	684277	COLBY, JENNIFER	12791	DOLOMITE LN	92555-4512	BARAJAS OCTAVIO	12791 DOLOMITE LN	MORENO V	92555	255.29	25.53	50.55	331.36
69604775005	488122033	684277	KIRKWOOD, RHONDA (OWNR)	12920	DOLOMITE LN	92555-4514	KIRKWOOD RHONDA	12920 DOLOMITE LN	MORENO V	92555	23.52	2.35	4.66	30.52
68566495006	488122015	684277	MITCHELL, DENISE (RENT)	12967	DOLOMITE LN	92555-4514	STRAWN GINA R	12967 DOLOMITE LN	MORENO V	92555	193.06	19.31	38.23	250.58
31154185000	488380006	684277	MERCED, WILFERDO AND MADEL	27082	DOLOSTONE WAY	92555-4506	MERCED WILFREDO	27082 DOLOSTONE WAY	MORENO V	92555	255.18	25.518	50.53	331.22
31085735001	488380007	684277	SALAS, MICHELLE	27090	DOLOSTONE WAY	92555-4507	SALAS JOSE E	27090 DOLOSTONE WAY	MORENO V	92555	217.77	21.777	43.12	282.66
31635745001	488380013	684277	REYNOLDS, DASHONNA (RENT)	27139	DOLOSTONE WAY	92555-4507	UNDERWOOD ALAN D	27139 DOLOSTONE WAY	MORENO V	92555	128.14	12.81	25.37	166.32
57887095003	296185004	684277	MADRID, JOSEPH	23373	DOME ST	92553-3485	BANSAL JAGAN N	800 CHAMPION CIR	TEMPLE CI	91780	205.40	20.54	40.67	266.60
91579423005	296185010	684277	LEMLE, CHARLES	23425	DOME ST	92553-3436	LEMLE CHARLES RAY	23425 DOME ST	MORENO V	92553	255.29	25.53	50.55	331.36
97814885003	296183016	684277	CASTILLO, DANIEL	23436	DOME ST	92553-3483	MENENDEZ CECILIA	23436 DOME ST	MORENO V	92553	255.18	25.518	50.53	331.22
31543605006	296185018	684277	KELLEY, RONALD (TENANT)	23489	DOME ST	92553-3486	YAN RAYMOND CHUN	846 WINDING BROOK LN	WALNUT (	91789	125.96	12.596	24.94	163.48
95815445005	292152028	684277	PEARSON, FONTAINE	23755	DONCASTER DR	92553-5633	PEARSON FONTAINE	23755 DONCASTER DR	MORENO V	92553	255.40	25.54	50.57	331.50
95601685008	292152027	684277	VALASCO, COREY (OWNR)	23771	DONCASTER DR	92553-5633	VELASCO DAVID SERGIO	23771 DONCASTER DR	MORENO V	92553	127.59	12.76	25.26	165.60
85431765005	292152023	684277	MARQUIS, JANE	23841	DONCASTER DR	92553-5668	MARQUIS JANE	23841 DONCASTER DR	MORENO V	92553	255.29	25.53	50.55	331.36
97463005004	304231004	684277	GILCREASE, CLEVELAND (OWNR)	28615	DORAL WAY	92555-7021	GILCREASE CLEVELAND DURRELL	28615 DORAL WAY	MORENO V	92555	155.18	15.518	30.73	201.42
92792573001	482243007	684277	BEAN, MARILYN (OWNR)	24303	DORNER DR	92553-3323	BEAN MARILYN J	24303 DORNER DR	MORENO V	92553	255.29	25.53	50.55	331.36
31359845007	482243008	684277	TOFA, TOLUA	24313	DORNER DR	92553-3323	TOFA TOLUA	24313 DORNER DR	MORENO V	92553	332.40	33.24	65.82	431.44
93900005009	482242005	684277	DAVIDSON, STEFANIE	24322	DORNER DR	92553-3324	PANTOJA LISA L	24322 DORNER DR	MORENO V	92553	255.40	25.54	50.57	331.50
69209915004	482243009	684277	VILLEGAS, GRISELDA (OWNR)	24323	DORNER DR	92553-3323	VILLEGAS LEO	24323 DORNER DR	MORENO V	92553	255.29	25.53	50.55	331.36
31122785001	482243010	684277	REYNA, VICTOR AND VICKY	24333	DORNER DR	92553-3323	DAVIS ROBERT	24333 DORNER DR	MORENO V	92553	255.29	25.53	50.55	331.36
31331705005	482243011	684277	GROSSMAN, BOBBY (RENT)	24343	DORNER DR	92553-3323	CHAN DIANA LEE	24343 DORNER DR	MORENO V	92553	164.20	16.42	32.51	213.12
31373395002	482243012	684277	HOWARD, JIM	24357	DORNER DR	92553-3323	HOWARD JAMES R	24357 DORNER DR	MORENO V	92553	266.04	26.60	52.68	345.30
92016835001	482170020	684277	ALTAMIRANO, MARTINIANO	24396	DORNER DR	92553-3324	ALTAMIRANO MARTINIANO	24396 DORNER DR	MORENO V	92553	255.29	25.53	50.55	331.36
53069895004	482170035	684277	JEFFERSON, RICARDO	24421	DORNER DR	92553-3325	JAKEWAY NAM SUK	8536 WILDHEART RANCH ST	LAS VEGAS	89131	256.46	25.65	50.78	332.88
96421075008	482170034	684277	LEWIS, GERALD M	24435	DORNER DR	92553-3325	LEWIS GERALD MAURIO	24435 DORNER DR	MORENO V	92553	141.70	14.17	28.06	183.92
93011975001	482170030	684277	CICERO'S HOPE YOUTH CENTER	24487	DORNER DR	92553-3325	WATKINS BETTY LOUISE	24487 DORNER DR	MORENO V	92553	49.48	4.948	9.80	64.22
84000125004	256213013	684277	CHAPMAN, LATANYA (RENT)	21370	DOUGLASIS CT	92557-8630	SAINT AUBIN ARON	21370 DOUGLASIS CT	MORENO V	92557	255.40	25.54	50.57	331.50
95813065009	256214003	684277	JIMENEZ, APRIL (RENT)	21438	DOUGLASIS CT	92557-8611	DO HAN KY	1421 MARCELLA LN	SANTA AN	92706	255.18	25.518	50.53	331.22
98319045019	256192023	684277	FARHA, ANWAR (RENT)	21479	DOUGLASIS CT	92557-8613	WQ INV CORP	221 NORTH WHEELER	ORANGE (	92869	37.51	3.75	7.43	48.68
31054855001	256192017	684277	KENNEDY, LINDA	21480	DOUGLASIS CT	92557-8613	KENNEDY LINDA KENDRID	21480 DOUGLASIS CT	MORENO V	92557	255.40	25.54	50.57	331.50
95271735000	256192022	684277	CAMERON, RONALD	21489	DOUGLASIS CT	92557-8613	CAMERON RONALD J	21489 DOUGLASIS CT	MORENO V	92557	255.29	25.53	50.55	331.36
92122123006	256192021	684277	SAOULI, MOHAMAD	21499	DOUGLASIS CT	92557-8613	SAOULI MOHAMAD A	21499 DOUGLASIS CT	MORENO V	92557	127.92	12.792	25.33	166.04
72529955001	482263012	684277	MOORE, ED AND TENISHA	14935	DOVEHURST ST	92553-3912	MOORE EDWARD A	14935 DOVEHURST ST	MORENO V	92553	63.96	6.40	12.66	83.02
60692725000	482263010	684277	QURESHI, NAEEM (OWNR)	14955	DOVEHURST ST	92553-3912	QURESHI MOHAMMAD N	14955 DOVEHURST ST	MORENO V	92553	176.11	17.61	34.87	228.58
51052095000	486551004	684277	MARTE, ANABELLE (RENT)	27729	DOVER DR	92555-5758	BELUSO ADELIA A	27729 DOVER DR	MORENO V	92555	255.40	25.54	50.57	331.50
96771235003	486552022	684277	BOMAR, TAISHA	27736	DOVER DR	92555-5758	BOMAR TAISHA COTTRELL	27736 DOVER DR	MORENO V	92555	91.43	9.143	18.10	118.66

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95543685002	486552020	684277	SISCO, SHALEYAH (OWNR)	27764	DOVER DR	92555-5757	SISCO SHALEYAH	27764 DOVER DR	MORENO V	92555	255.40	25.54	50.57	331.50
31653555003	486551010	684277	BROWN, DEBRA (OWNR)	27813	DOVER DR	92555-5757	BROWN WILLIAM	27813 DOVER DR	MORENO V	92555	243.03	24.30	48.12	315.44
93365815005	486551011	684277	JUDON, DELORIS	27827	DOVER DR	92555-5757	JUDON LANESHIA	27827 DOVER DR	MORENO V	92555	255.29	25.53	50.55	331.36
90650963001	291551004	684277	JONES, MARIA MYRIAM	22620	DOWNING ST	92553-1819	JONES BRIAN M	22620 DOWNING ST	MORENO V	92553	255.29	25.53	50.55	331.36
60690155003	291551006	684277	GODOY, MARIA	22640	DOWNING ST	92553-1819	GODOY MARIA DELOSANGELES	22640 DOWNING ST	MORENO V	92553	108.51	10.85	21.48	140.84
88856215006	291552002	684277	TARTAGLIA, LOUIS A	22659	DOWNING ST	92553-1818	TARTAGLIA LOUIS A	22659 DOWNING ST	MORENO V	92553	255.18	25.518	50.53	331.22
48291725008	291537002	684277	WEATHERSPOON, SARA	22690	DOWNING ST	92553-1879	WEATHERSPOON SARA	22690 DOWNING ST	MORENO V	92553	255.29	25.53	50.55	331.36
58355795003	291538001	684277	TELLEZ, MIRIAM	22729	DOWNING ST	92553-1873	TELLEZ JUAN	22729 DOWNING ST	MORENO V	92553	55.40	5.54	10.97	71.90
97294035007	291531001	684277	PSINAS, EMILIA AND RODNEY	22750	DOWNING ST	92553-1872	PSINAS AMELIA L	22750 DOWNING ST	MORENO V	92553	191.55	19.155	37.93	248.62
94619755006	291531006	684277	LOCKETTE, RODRICK (RENT)	22800	DOWNING ST	92553-1874	ORTEGA JUAN MANUEL	22800 DOWNING ST	MORENO V	92553	305.16	30.52	60.42	396.08
55228255008	263132034	684277	PUENTE, ROSALBA (RENT)	21572	DRACAEA AVE	92553-8015	VIZCAINO VIRGINIA	21566 DRACAEA AVE	MORENO V	92553	789.07	78.91	156.24	1024.2
68094835008	263150017	684277	PATTERSON, JAMES R (OWNR)	21589	DRACAEA AVE	92553-8014	WEBER EDWIN B	21589 DRACAEA AVE	MORENO V	92553	124.25	12.425	24.60	161.26
97234405005	263132019	684277	MUNOZ, FRANCISCA	21662	DRACAEA AVE	92553-8020	MUNOZ FRANCISCA	21662 DRACAEA AVE	MORENO V	92553	77.59	7.76	15.36	100.70
94579545007	263160005	684277	DURAN, NATALIE (RENT)	21743	DRACAEA AVE	92553-8019	COLEMAN MICHAEL P	21739 DRACAEA AVE	MORENO V	92553	370.56	37.06	73.37	480.98
55677215005	263170001	684277	MACIAS, JACINTO (OWNR)	21830	DRACAEA AVE	92553-8023	FRAZIER ROBERT JACKSON	21815 DRACAEA AVE	MORENO V	92553	155.40	15.54	30.77	201.70
31584425008	263180004	684277	DEL CAMPO, REFUGIO M(RENT)	21947	DRACAEA AVE	92553-8087	CHAVEZ XIMENA	P O BOX 5121	BELLFLOW	90706	218.60	21.86	43.28	283.74
98231405010	263180005	684277	NAVARRO, MARIA LUISA (OWNR)	21955	DRACAEA AVE	92553-8087	CASILLAS MARIA LUISA V	P O BOX 9846	MORENO V	92552	664.91	66.49	131.65	863.04
86471465003	291620006	684277	MARSHALL, TAMMY (RENT)	22491	DRACAEA AVE	92553-6919	THAI THANH	17051 VIA LOS CABALLEROS	RIVERSIDE	92504	99.89	9.989	19.78	129.64
93840293006	291314011	684277	RIVERA, NADIA (RENT)	22765	DRACAEA AVE	92553-7861	FURTON JEFFREY D	239 VIA MARTELLI	RANCHO M	92270	187.48	18.75	37.12	243.34
31349725003	291382001	684277	HERNANDEZ, RAY (RENT)	22810	DRACAEA AVE	92553-7860	HOR MARK	2542 NORTE VISTA DR	CHINO HIL	91709	213.48	21.35	42.27	277.08
94924375000	291311007	684277	FRANCIS, DAVID JAMES	22891	DRACAEA AVE	92553-6410	VILLA FABIAN	22891 DRACAEA AVE	MORENO V	92553	255.40	25.54	50.57	331.50
50353815002	291311005	684277	RAMIREZ, ESPARANZA (RENT)	22919	DRACAEA AVE	92553-7815	FLORES ILENIA O	22919 DRACAEA AVE	MORENO V	92553	142.24	14.224	28.16	184.62
31297045007	291372017	684277	CUEVA, EVELYN	22954	DRACAEA AVE	92553-7816	CUEVA EFRAIN U	22954 DRACAEA AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31134805002	296031013	684277	ESTER, M	23048	DRACAEA AVE	92553-3274	EASTER ELLEN	23048 DRACAEA AVE	MORENO V	92553	332.40	33.24	65.82	431.44
31462225009	296034006	684277	LOPEZ, ROGELIO	23188	DRACAEA AVE	92553-3212	LOPEZ ROGELIO	23188 DRACAEA AVE	MORENO V	92553	86.19	8.62	17.07	111.86
92893815007	296034001	684277	BARNES, JAKI (RENT)	23244	DRACAEA AVE	92553-3281	KAPUR HARISH	23244 DRACAEA AVE	MORENO V	92553	255.40	25.54	50.57	331.50
68625565005	296052032	684277	DIMAS, ELENA (RENT)	23326	DRACAEA AVE	92553-3271	DIMAS ELENA	23326 DRACAEA AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31587875006	296052033	684277	THURMAN, ROBERT	23338	DRACAEA AVE	92553-3271	THURMAN ROBERT E	23338 DRACAEA AVE	MORENO V	92553	255.29	25.53	50.55	331.36
90954505004	296052042	684277	SCHANKS, DAWNIESHA (RENT)	23456	DRACAEA AVE	92553-3223	VILLICANA LUIS	24623 PEPPERMILL DR	MORENO V	92557	105.01	10.501	20.79	136.3
95411985009	296111007	684277	OTOOLE, VIRGINIA	23583	DRACAEA AVE	92553-3273	OTOOLE DONALD J	23583 DRACAEA AVE	MORENO V	92553	224.41	22.44	44.43	291.28
31154705001	296112022	684277	QUINTANILLA, KARLY (RENT)	23717	DRACAEA AVE	92553-3295	ALBARRAN YOLANDA	1756 FAULKNER AVE	SAN JACIN	92583	27.26	2.726	5.40	35.38
93769715009	296103007	684277	HARRINGTON, MERCEDES (RENT)	23792	DRACAEA AVE	92553-3297	HAMID ROWSHAN INC	24941 STONEGATE LN	LAGUNA N	92677	25.39	2.539	5.03	32.94
97123465007	296103006	684277	BUSH, WILMA	23806	DRACAEA AVE	92553-3276	BUSH WILMA RUTH	1258 W 70TH ST	LOS ANGEI	90044	255.40	25.54	50.57	331.50
51888355002	296133016	684277	TEGGERS, ERICA (RENT)	23821	DRACAEA AVE	92553-3213	PALUSH ROBERT S	23821 DRACAEA AVE	MORENO V	92553	255.40	25.54	50.57	331.50
94242625005	296103001	684277	POZOS, MARIA	23874	DRACAEA AVE	92553-3276	VELAZQUEZ JOSE G	23874 DRACAEA AVE	MORENO V	92553	255.18	25.518	50.53	331.22
89702823003	296134005	684277	SANCHEZ, LETICIA (OWNR)	23923	DRACAEA AVE	92553-3279	SANCHEZ LETICIA	23923 DRACAEA AVE	MORENO V	92553	201.96	20.20	39.99	262.14
88742215008	482600057	684277	GALLEGOS, MARCOS	24115	DRACAEA AVE	92553-3139	GALLEGOS TAYDE HERNANDEZ	24115 DRACAEA AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31401675002	482600055	684277	RODRIGUEZ, RALPH	24141	DRACAEA AVE	92553-3139	RODRIGUEZ RALPH M	24141 DRACAEA AVE	MORENO V	92553	105.18	10.518	20.83	136.52
95833075005	482090008	684277	MORENO, ROBERTA AND ADRIAN	24158	DRACAEA AVE	92553-3142	VARGAS MARCO A	1166 DEL MAR AVE A B	CHULA VIS	91911	223.80	22.38	44.31	290.48
91260003000	482571017	684277	ABAD, LUIS AND VANESSA	24173	DRACAEA AVE	92553-3166	ABAD LUIS	24173 DRACAEA AVE	MORENO V	92553	255.40	25.54	50.57	331.50
51028285000	482090006	684277	BORGES, JEFFREY	24176	DRACAEA AVE	92553-2893	BORGES MATTHEW J	24176 DRACAEA AVE	MORENO V	92553	25.54	2.554	5.06	33.14
65942945008	482571016	684277	VILLAREAL, JAZMIN (OWNR)	24183	DRACAEA AVE	92553-3166	VILLAREAL JAZMIN V	24183 DRACAEA AVE	MORENO V	92553	678.67	67.87	134.38	880.90
84483745002	482571013	684277	CORONA, ANABEL (RENT)	24207	DRACAEA AVE	92553-3167	DIAZ JAIME	754 BECKVILLE	DUARTE C	91010	255.40	25.54	50.57	331.50
31077085004	482090002	684277	DURON, LUCY (OWNR)	24208	DRACAEA AVE	92553-3198	DURON LUCY	24208 DRACAEA AVE	MORENO V	92553	170.40	17.04	33.74	221.16
31333525009	482571010	684277	PLASCENCIA, MARTIN (OWNR)	24239	DRACAEA AVE	92553-3167	CABADA MARIA J	24239 DRACAEA AVE	MORENO V	92553	188.52	18.85	37.33	244.68
93007505008	482060041	684277	MANSELL, CLARENCE AND HARNE	24804	DRACAEA AVE	92553-3746	MANSELL HARNETHIA	10947 OAK RUN CIR	MORENO V	92557	255.40	25.54	50.57	331.50
93800635009	482141018	684277	RAMIREZ, MARIA (OWNR)	24871	DRACAEA AVE	92553-3748	TORRES ERNESTO	24871 DRACAEA AVE	MORENO V	92553	58.24	5.824	11.53	75.58
73595255008	482060009	684277	ESTRADA, MARIA 1/2	24876	DRACAEA AVE	92553-3746	MARTINEZ LEONZO	24876 DRACAEA AVE	MORENO V	92553	510.69	51.07	101.12	662.86
89796173001	482060026	684277	PHILLIPS, LATRENDA (RENT)	24908	DRACAEA AVE	92553-3776	MERRITT VALENCIA D	24908 DRACAEA AVE	MORENO V	92553	265.01	26.50	52.47	343.98
90797303009	482141037	684277	LEWIS, SKIP	24917	DRACAEA AVE	92553-3777	LEWIS SUSAN	24917 DRACAEA AVE	MORENO V	92553	49.80	4.98	9.86	64.64
95705585008	479120028	684277	RIVERA, ARTEMIO	25074	DRACAEA AVE	92553-4234	RIVERA ARTEMIO C	25074 DRACAEA AVE	MORENO V	92553	255.18	25.518	50.53	331.22
97113875002	479121020	684277	SALAS, ISAIAS (RENT) APTS	25230	DRACAEA AVE	92553-4238	CAZARES RAFAEL B	25230 DRACAEA AVE	MORENO V	92553	255.29	25.53	50.55	331.36
77384625006	479670005	684277	GONZALEZ, JOSE	25261	DRACAEA AVE	92553-4268	GONZALEZ JOSE	25261 DRACAEA AVE	MORENO V	92553	255.18	25.518	50.53	331.22
77263785008	479670003	684277	GALVAN, EMA	25293	DRACAEA AVE	92553-4268	ORTIZ NARCISO M	25293 DRACAEA AVE	MORENO V	92553	255.40	25.54	50.57	331.50
86038785003	479113005	684277	FIGUEROA, MADELYN	25330	DRACAEA AVE	92553-4240	FIGUEROA EDWARD	25330 DRACAEA AVE	MORENO V	92553	255.40	25.54	50.57	331.50
94920525007	479113003	684277	VELASQUEZ, NELLIE (RENT)	25350	DRACAEA AVE	92553-4240	LOPEZ DOLOREZ	25350 DRACAEA AVE	MORENO V	92553	255.40	25.54	50.57	331.50
75179745007	479251002	684277	JOHNSON, SANDRA (OWNR)	25401	DRACAEA AVE	92553-4239	JOHNSON SANDRA	P O BOX 5601	RIVERSIDE	92517	258.29	25.83	51.14	335.26
88096105002	479251004	684277	ARIAS, JOSE	25425	DRACAEA AVE	92553-4239	ARIAS ANTONIO	25425 DRACAEA AVE	MORENO V	92553	74.34	7.43	14.72	96.48
66151785008	479641004	684277	ALDAY, KATHERINE	25687	DRACAEA AVE	92553-6809	OROZCO FRANCISCO	25687 DRACAEA AVE	MORENO V	92553	101.19	10.119	20.04	131.34
31555345005	479455007	684277	NIETZ, TAMMY (RENT)	25730	DRACAEA AVE	92553-6895	RICO JOSE A	25730 DRACAEA AVE	MORENO V	92553	103.17	10.317	20.43	133.9
83728855007	479644005	684277	WILLIAMS, ANN M	25821	DRACAEA AVE	92553-6865	WILLIAMS ANN MAY	25821 DRACAEA AVE	MORENO V	92553	255.29	25.53	50.55	331.36
97389515004	479572010	684277	FLORES, BENJAMIN	25872	DRACAEA AVE	92553-6894	FLORES BENJAMIN	25872 DRACAEA AVE	MORENO V	92553	51.77	5.18	10.25	67.18
94080695004	479572005	684277	FERREIRA, JOSE GUADALUPE	25932	DRACAEA AVE	92553-6864	FERREIRA JOSE G	25932 DRACAEA AVE	MORENO V	92553	112.40	11.24	22.26	145.88
97363535005	487361059	684277	STOVALL, ANDREA	26114	DRACAEA AVE	92555-2406	EGAN RONNIE J	P O BOX 6146	MARCH AR	92518	65.29	6.53	12.93	84.74
92599743005	487361067	684277	PEREZ, OCTAVIO AND NORA (OWI	26204	DRACAEA AVE	92555-6800	SOUTHERN CALIF ASSN OF SEVENTH DA	16811 CECIL PL	RIVERSIDE	92504	67.52	6.752	13.37	87.64

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94016915002	487361068	684277	DOUCET, EMANUEL	26214	DRACAEA AVE	92555-6800	DOUCET EMANUEL	26214 DRACAEA AVE	MORENO V	92555	255.29	25.53	50.55	331.36
68254285003	487422024	684277	RUIZ, ARMANDO	26267	DRACAEA AVE	92555-6806	RUIZ ARMANDO	26267 DRACAEA AVE	MORENO V	92555	255.29	25.53	50.55	331.36
65467655006	487422028	684277	HUDSON, JULIA (RENT)	26323	DRACAEA AVE	92555-2451	HE TERRY	4174 KELTON CT	CHINO HIL	91709	255.40	25.54	50.57	331.50
64937205004	487422029	684277	JONES, MICHAEL	26337	DRACAEA AVE	92555-2451	JONES MICHAEL L	26337 DRACAEA AVE	MORENO V	92555	255.29	25.53	50.55	331.36
98854793008	487422032	684277	PUENTES, DELORES	26379	DRACAEA AVE	92555-2451	GREEN JACOB	15760 COBRA DR	MORENO V	92551	255.18	25.518	50.53	331.22
71423395006	488131021	684277	ROCHA, VICKY	27010	DRACAEA AVE	92555-4501	ROCHA VICKY S	27010 DRACAEA AVE	MORENO V	92555	51.77	5.18	10.25	67.18
64594715006	488131016	684277	TAPIA, JOSE	27090	DRACAEA AVE	92555-4501	ABURTO JOSUE P TAPIA	27090 DRACAEA AVE	MORENO V	92555	254.69	25.47	50.43	330.58
31081915002	478402013	684277	HARDY, SARAH	28614	DRACAEA AVE	92555-6740	HARDY SARAH	28614 DRACAEA AVE	MORENO V	92555	132.65	13.265	26.26	172.16
60267395000	478312017	684277	SILVA, CAROLYN	28690	DRACAEA AVE	92555-6737	SILVA LEON GREGORY	28690 DRACAEA AVE	MORENO V	92555	95.29	9.53	18.87	123.68
94081435007	478312014	684277	RODRIGUEZ, CARLOS (OWNR)	28754	DRACAEA AVE	92555-6739	RODRIGUEZ CARLOS	28754 DRACAEA AVE	MORENO V	92555	319.36	31.94	63.23	414.52
97093905000	478381021	684277	ARRINGTON, ANTHONY	28775	DRACAEA AVE	92555-8421	ARRINGTON ANTHONY LAMONT	28775 DRACAEA AVE	MORENO V	92555	255.29	25.53	50.55	331.36
96080535006	422070035	684277	LOPEZ, HEIDI MICHELLE AND BRAI	30220	DRACAEA AVE	92555-6706	LOPEZ BRAD	30220 DRACAEA AVE	MORENO V	92555	409.51	40.95	81.08	531.54
94589825007	479672015	684277	WYSINGER, STEPHANIE	25275	DRAKE DR	92553-5419	JOHNSON LEVON L	25275 DRAKE DR	MORENO V	92553	224.28	22.43	44.41	291.10
61050845005	479672014	684277	VARGAS, ROSEMARY	25287	DRAKE DR	92553-5419	ANDRADE ANGEL G	25287 DRAKE DR	MORENO V	92553	255.29	25.53	50.55	331.36
95330583005	264162038	684277	EARWOOD, CHRISTOPHER	11857	DREAM ST	92557-6122	EARWOOD CHRISTOPHER J	11857 DREAM ST	MORENO V	92557	63.96	6.396	12.66	83.02
91837175009	264153016	684277	PINEDA, ROSA MARIA	11876	DREAM ST	92557-6121	DIAZ JORGE	11876 DREAM ST	MORENO V	92557	255.29	25.53	50.55	331.36
31641305001	264154001	684277	ROSS, TAHEISHA (RENT)	11881	DREAM ST	92557-6122	PHAM LOAN	21139 LITTLE BEAVER RD B	APPLE VAL	92308	205.04	20.50	40.60	266.14
95931885007	264154003	684277	GARCIA, LETICIA	11897	DREAM ST	92557-6122	GARCIA LETICIA	11897 DREAM ST	MORENO V	92557	255.29	25.53	50.55	331.36
96131565000	264154007	684277	SMITH , GABRIEL (RENT)	11929	DREAM ST	92557-6123	REYNOLDS ARBURDEA A	11929 DREAM ST	MORENO V	92557	130.04	13.00	25.75	168.78
98084165013	264153002	684277	BRADLEY, MYKELLE	11988	DREAM ST	92557-6124	BRADLEY MYKELLE D	11988 DREAM ST	MORENO V	92557	255.29	25.53	50.55	331.36
58167665009	482674031	684277	BROWN, JAMAHL	24167	DRESSIN DR	92553-5106	THR CALIF	410 N MAIN ST	CORONA C	92880	255.40	25.54	50.57	331.50
88018415001	482674028	684277	MCGRIFF, MAYO	24197	DRESSIN DR	92553-5106	MCGRIFF MAYO G	24197 DRESSIN DR	MORENO V	92553	255.29	25.53	50.55	331.36
31084585005	482674027	684277	OROZCO, MARTIN AND GUADALU	24209	DRESSIN DR	92553-7608	OROZCO MARTIN	24209 DRESSIN DR	MORENO V	92553	255.18	25.518	50.53	331.22
31610245009	482674026	684277	BANKS, LAURA (RENT)	24211	DRESSIN DR	92553-7608	ZWART GAIL A	24211 DRESSIN DR	MORENO V	92553	125.94	12.59	24.94	163.46
90576293009	482663007	684277	SILVA, ARACELIA (RENT)	24218	DRESSIN DR	92553-7607	APARICIO JOSE L	24218 DRESSIN DR	MORENO V	92553	50.22	5.022	9.94	65.18
87929725005	482674024	684277	CHANEY, LINDA	24227	DRESSIN DR	92553-7608	YOUNGER LINDA MICHELLE	24227 DRESSIN DR	MORENO V	92553	255.29	25.53	50.55	331.36
31224895002	482663009	684277	ZUNIGA, ALICIA	24230	DRESSIN DR	92553-7607	MONTANO ANTONIO	24230 DRESSIN DR	MORENO V	92553	255.40	25.54	50.57	331.50
59768025008	292113028	684277	ARMAS, JOSE (OWNR)	12644	DREW CT	92553-5619	ARMAS JORGE R	12644 DREW CT	MORENO V	92553	255.29	25.53	50.55	331.36
93481115007	263210002	684277	GONZALEZ, JOSE J MONTELONGO	12682	DREW CT	92553-5619	LIBERTY BAPTIST CHURCH OF RIVERSIDE	13630 EDGEMONT ST	MORENO V	92553	149.51	14.95	29.60	194.06
58814155003	292113024	684277	FREES, LARRY	12683	DREW CT	92553-5619	FREES LOREN EDWARD	12683 DREW CT	MORENO V	92553	255.29	25.53	50.55	331.36
96774615007	291493014	684277	MARTE, ANNABELL (OWNR)	12063	DRURY LN	92557-6827	BELUSO REMY	P O BOX 1544	MORENO V	92556	255.40	25.54	50.57	331.50
1.01918E+11	291493018	684277	WASSON, WENDI	12105	DRURY LN	92557-6827	WASSON BOBBIE D	12105 DRURY LN	MORENO V	92557	255.29	25.53	50.55	331.36
31205585006	478361019	684277	MBUGUA, STEVEN (OWNR)	13515	DUNCAN DR	92555-6033	MBUGUA STEPHEN	13515 DUNCAN DR	MORENO V	92555	255.29	25.53	50.55	331.36
83252575007	304152032	684277	SAPP, ROBYN AND BRIAN	15345	DUNES WAY	92555-6401	SAPP BRIAN N	15345 DUNES WAY	MORENO V	92555	255.40	25.54	50.57	331.50
31359305000	296151004	684277	MORENO, JUANA (RENT)	23133	DUNHILL DR	92553-9651	MADUENO MARTHA MORENO	23133 DUNHILL DR	MORENO V	92553	255.40	25.54	50.57	331.50
31127235006	296152002	684277	ESPITO, LORENA	23134	DUNHILL DR	92553-9650	VALDEZ EMILIANO	23134 DUNHILL DR	MORENO V	92553	255.40	25.54	50.57	331.50
91715003003	475251012	684277	DANN, RICH (RENT)	24360	DUNLAVY CT	92557-6313	SPSSM INV II	24360 DUNLAVY CT	MORENO V	92557	71.27	7.13	14.11	92.50
67004035006	475251011	684277	KHAN, ILYAS	24372	DUNLAVY CT	92557-6313	KHAN ILYAS A	24372 DUNLAVY CT	MORENO V	92557	255.40	25.54	50.57	331.50
88230495005	475251005	684277	NICHOLL, CHRISTIAN (RENT)	24452	DUNLAVY CT	92557-6317	HAMID ROWSHAN INC	24941 STONEGATER	LAGUNA N	92677	63.63	6.363	12.60	82.58
92512185005	475250063	684277	PATRICK, LISA (OWNR)	24463	DUNLAVY CT	92557-6314	PATRICK LISA	24463 DUNLAVY CT	MORENO V	92557	255.40	25.54	50.57	331.50
50320985005	475250065	684277	UEDA, MICHAEL	24487	DUNLAVY CT	92557-6314	UEDA MICHAEL K	24487 DUNLAVY CT	MORENO V	92557	332.40	33.24	65.82	431.44
31642615004	475360008	684277	BARNES, INGRID	24615	DUNLAVY CT	92557-6373	BARNES JEFFREY M	24615 DUNLAVY CT	MORENO V	92557	128.03	12.80	25.35	166.18
31277375009	475360013	684277	ALARCON, REFUGIO AND LEOBARI	24685	DUNLAVY CT	92557-6375	ALARCON LEOBARDO	24685 DUNLAVY CT	MORENO V	92557	255.29	25.53	50.55	331.36
31615655001	304110047	684277	GOMEZ, MARCO A	14880	DURHAM CIR	92555-7308	GOMEZ MARCO A	14880 DURHAM CIR	MORENO V	92555	191.65	19.17	37.95	248.76
72770015009	304110046	684277	GUERRERO, JANELLE LEON (RENT)	14885	DURHAM CIR	92555-7308	APULU MOSES	14885 DURHAM CIR	MORENO V	92555	255.40	25.54	50.57	331.50
57360555004	486552008	684277	MCCOY, DAPHNE (OWNR)	14400	DUSTY COYOTE AVE	92555-5759	MCCOY ANNE	14400 DUSTY COYOTE AVE	MORENO V	92555	255.40	25.54	50.57	331.50
93099865009	486552005	684277	MONROE, LETICIA (OWNR)	14442	DUSTY COYOTE AVE	92555-5759	MONROE JOHNNY MELVIN	14442 DUSTY COYOTE AVE	MORENO V	92555	255.40	25.54	50.57	331.50
74672685004	485172001	684277	BAEZ, MARY	24280	DYNA PL	92551-7684	CAUSSE JOSE	24280 DYNA PL	MORENO V	92551	190.29	19.03	37.68	246.98
66857205002	485174013	684277	AMAO, JORGE (OWNR)	24281	DYNA PL	92551-7685	AMAO JORGE	24281 DYNA PL	MORENO V	92551	185.40	18.54	36.71	240.64
63066825003	485172002	684277	GIBSON, TISHA (RENT)	24288	DYNA PL	92551-7684	SRIROCHANAKUL ANANCHAI	25965 AVENIDA DE PLATA	MORENO V	92551	478.66	47.87	94.77	621.30
91975325006	485172003	684277	MENDOZA, FREDDY (OWNR)	24300	DYNA PL	92551-3675	MENDOZA FREDDY	24300 DYNA PL	MORENO V	92551	255.40	25.54	50.57	331.50
31409775004	485173001	684277	MORALES, JACQUELINE (OWNR)	24346	DYNA PL	92551-3676	MORALES JACQUELINE	24346 DYNA PL	MORENO V	92551	255.40	25.54	50.57	331.50
31627365007	485173020	684277	CARLOS, SIMON	24347	DYNA PL	92551-3678	CARLOS SIMON A	24347 DYNA PL	MORENO V	92551	403.25	40.33	79.84	523.40
31372075001	485173003	684277	VARGAS, ELIZABETH AND HERMEI	24362	DYNA PL	92551-3676	VARGAS ELIZABETH	24362 DYNA PL	MORENO V	92551	183.21	18.32	36.28	237.80
60529255002	485173004	684277	MILLS, SANDRA G	24372	DYNA PL	92551-3676	BRANCA FREDERICK A	9648 GARDENIA	FOUNTAIN	92708	255.29	25.53	50.55	331.36
87827845006	485173017	684277	WILLIAMS, LASHAUNDRA (RENT)	24373	DYNA PL	92551-3678	POGLITSCH MARK A	24373 DYNA PL	MORENO V	92551	184.75	18.475	36.58	239.8
98201895010	485173005	684277	IRBY, CLIFFORD	24378	DYNA PL	92551-3676	IRBY CLIFFORD O	24378 DYNA PL	MORENO V	92551	255.29	25.53	50.55	331.36
31374755004	485173016	684277	CARISOZA, SHARON AND DEBRA	24379	DYNA PL	92551-3678	CARISOZA DEBRA A	24379 DYNA PL	MORENO V	92551	332.40	33.24	65.82	431.44
31069085001	485173007	684277	EASLEY, KENNETTE	24394	DYNA PL	92551-3676	YACOOB ALMAS	24394 DYNA PL	MORENO V	92551	255.40	25.54	50.57	331.50
94141713000	485173008	684277	HIDALGO, NELSON	24404	DYNA PL	92551-7686	GONZALEZ NELSON HIDALGO	24404 DYNA PL	MORENO V	92551	205.18	20.518	40.63	266.32
95566335007	296192005	684277	SIMMONS, IRIS	23222	DYNASTY CT	92553-9652	CLANTON AMY	23222 DYNASTY CT	MORENO V	92553	255.18	25.518	50.53	331.22
68114055007	296212040	684277	SALAS, CHRISTOPHER	23235	DYNASTY CT	92553-9653	SALAS MICHAEL	23235 DYNASTY CT	MORENO V	92553	255.29	25.53	50.55	331.36
31605805001	296212035	684277	TORRES, GLORIA	23280	DYNASTY CT	92553-9652	TORRES GLORIA	23280 DYNASTY CT	MORENO V	92553	255.29	25.53	50.55	331.36
31470895001	296212036	684277	PADILLA, VICTOR	23283	DYNASTY CT	92553-9653	PADILLA VICTOR	23283 DYNASTY CT	MORENO V	92553	255.29	25.53	50.55	331.36
97757383009	304384004	684277	ASIEAU, JUSTIN	28380	EAGLE ST	92555-6336	ASIERU JUSTIN SWEET	28380 EAGLE ST	MORENO V	92555	255.29	25.53	50.55	331.36

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56766935004	304392014	684277	MCCLENNEY, KATHY	28452	EAGLE ST	92555-6338	MCCLENNEY KATHY R	28452 EAGLE ST	MORENO V	92555	111.30	11.13	22.04	144.46
31183115004	304392007	684277	MORAN, HECTOR	28528	EAGLE ST	92555-6341	MORAN HECTOR F	28528 EAGLE ST	MORENO V	92555	255.29	25.53	50.55	331.36
89040103009	304392006	684277	PINA, MARY HELEN	28538	EAGLE ST	92555-6342	PINA MARTIN	28538 EAGLE ST	MORENO V	92555	226.56	22.66	44.86	294.06
31537785000	304392005	684277	PAYAN, RICARDO (OWNR)	28548	EAGLE ST	92555-6342	PAYAN RICARDO C	28548 EAGLE ST	MORENO V	92555	255.29	25.53	50.55	331.36
64032995008	304391023	684277	GOODRICH, TODD (RENT)	28551	EAGLE ST	92555-6344	GOODRICH ERIC	28551 EAGLE ST	MORENO V	92555	125.97	12.597	24.94	163.5
89857523008	304391029	684277	CARREON, ALEJANDRA (RENT)	28581	EAGLE ST	92555-6344	LEE JAE H	1633 RIVENDEL DR	CORONA C	92883	26.67	2.67	5.28	34.60
96003115006	474563012	684277	STEININGER, MICHAEL	24792	EARLY MORN LN	92557-4215	STEININGER RICHELLE	24792 EARLY MORN LN	MORENO V	92557	255.40	25.54	50.57	331.50
31590195003	312031023	684277	CURIEL, SANDRA	16037	EBONY AVE	92551-9227	ORTIZ JUAN	242 HOLIDAY LN	PERRIS CA	92571	255.18	25.518	50.53	331.22
75649375006	312031021	684277	WOODAND, MARGO	16061	EBONY AVE	92551-9227	WOODARD MARGO LOVETTE	16061 EBONY AVE	MORENO V	92551	255.29	25.53	50.55	331.36
58648215003	312033003	684277	MOORE, PATRICIA	16146	EBONY AVE	92551-9228	MOORE PATRICIA A	16146 EBONY AVE	MORENO V	92551	255.29	25.53	50.55	331.36
31178755009	291671038	684277	OSUNA, BILLY	22322	ECHO PARK WAY	92553-2045	OSUNA BILLY JOE	22322 ECHO PARK WAY	MORENO V	92553	255.18	25.518	50.53	331.22
31177855000	291671044	684277	HENRY-CORNILIUS, ROMULDA	22369	ECHO PARK WAY	92553-2045	CORNELIUS ROBERT L	22369 ECHO PARK WAY	MORENO V	92553	255.18	25.518	50.53	331.22
92930203005	291671050	684277	BUTLER, REGENALD	22370	ECHO PARK WAY	92553-2045	BUTLER REGINALD DEON	22370 ECHO PARK WAY	MORENO V	92553	255.18	25.518	50.53	331.22
31365325003	484293023	684277	TAVAREZ, DAWN	14871	EDELWEISS PL	92553-5031	GOMEZ BRANDON	14871 EDELWEISS PL	MORENO V	92553	30.14	3.01	5.97	39.12
31194125009	484281012	684277	ROSAS, JOSE (OWNR)	14893	EDELWEISS PL	92553-5031	ROSAS JOSE	14893 EDELWEISS PL	MORENO V	92553	332.40	33.24	65.82	431.44
54984645006	484282006	684277	ORTIZ, EDIE	14928	EDELWEISS PL	92553-5071	ORTIZ EDIE	14928 EDELWEISS PL	MORENO V	92553	184.36	18.44	36.50	239.28
53859005005	263140001	684277	LOPEZ, ESPERANZA (RENT)	13128	EDGEMONT ST	92553-8041	MARQUEZ GERARDO CERDA	13128 EDGEMONT ST	MORENO V	92553	255.29	25.53	50.55	331.36
81933265009	263132032	684277	ZHANG, YANTING	13129	EDGEMONT ST	92553-8042	ZHANG YANTING	13129 EDGEMONT ST	MORENO V	92553	255.40	25.54	50.57	331.50
94377535008	263140004	684277	VARGAS, GUILLERMO	13160	EDGEMONT ST	92553-8041	VARGAS GUILLERMINA	13160 EDGEMONT ST	MORENO V	92553	255.29	25.53	50.55	331.36
31256245001	263160033	684277	DEAM, MIKE AND BOBBIE	13397	EDGEMONT ST	92553-8030	FLORES ERICK J	13397 EDGEMONT ST	MORENO V	92553	127.22	12.72	25.19	165.12
85819055000	263170012	684277	PINONES, CRYSTAL (RENT)	13430	EDGEMONT ST	92553-8045	ESTRADA WENDY	4729 EDRA AVE	BALDWIN	91706	656.17	65.62	129.92	851.7
31649545004	263210019	684277	SOLIS, CRISTINA PEREZ	13694	EDGEMONT ST	92553-8057	SOLIS CRISTINA PEREZ	13694 EDGEMONT ST	MORENO V	92553	183.21	18.32	36.28	237.80
94337285004	486480003	684277	CHOI, DANIEL (RENT)	16030	EDGEWATER LN	92551-1647	TRAN VIET ANH	9871 COCKATOO LN	GARDEN G	92841	128.14	12.81	25.37	166.32
95050443009	473401001	684277	GOMEZ, JOSE	11291	EDMONSON AVE	92555-5273	GOMEZ JOSE H	11291 EDMONSON AVE	MORENO V	92555	61.66	6.166	12.21	80.02
31571905004	473401003	684277	ROSS, DAVID	11335	EDMONSON AVE	92555-5275	ROSS DAVID T	11335 EDMONSON AVE	MORENO V	92555	132.40	13.24	26.22	171.84
74861065003	304190029	684277	ELLIOT, DWAYNE (OWNR)	27680	EL CABRILLO CT	92555-5944	ELLIOTT DWAYNE	27680 EL CABRILLO CT	MORENO V	92555	255.40	25.54	50.57	331.50
50427205002	475070031	684277	RIX, PEGGY	24792	EL DORADO ST	92557-5116	CROWLEY PEGGY B	24792 EL DORADO ST	MORENO V	92557	255.29	25.53	50.55	331.36
95880795005	475070029	684277	MALAKOUTI, STEPHANIE	24798	EL DORADO ST	92557-5116	MALAKOUTI STEPHANIE MUNOZ	24798 EL DORADO ST	MORENO V	92557	255.40	25.54	50.57	331.50
70506175005	475070028	684277	ZAFRA, MARIU (RENT)	24810	EL DORADO ST	92557-5116	CASTELLON JOSE R	24810 EL DORADO ST	MORENO V	92557	55.40	5.54	10.97	71.90
95050795005	484253009	684277	WATSON, JANNIE	25148	EL GRECO DR	92553-7180	WATSON JANNIE L	25148 EL GRECO DR	MORENO V	92553	128.03	12.80	25.35	166.18
31529185003	484253007	684277	MESTA, HELEN (RENT)	25159	EL GRECO DR	92553-7180	VERA RAMIRO	25159 EL GRECO DR	MORENO V	92553	255.40	25.54	50.57	331.50
57265255008	484252002	684277	VEGA, JAIME (OWNR)	25231	EL GRECO DR	92553-7179	VEGA JAIME	25231 EL GRECO DR	MORENO V	92553	155.40	15.54	30.77	201.70
98318233001	484261007	684277	BARNES, GENE	25291	EL GRECO DR	92553-7199	RAMOS ANGEL	25291 EL GRECO DR	MORENO V	92553	255.40	25.54	50.57	331.50
88220303006	484263012	684277	WATSON, LOIS	25326	EL GRECO DR	92553-7129	MACIAS JAIME	25326 EL GRECO DR	MORENO V	92553	255.40	25.54	50.57	331.50
94361475004	484261001	684277	RIOS, LOURDES	25365	EL GRECO DR	92553-7130	RIOS JESUS	25365 EL GRECO DR	MORENO V	92553	255.18	25.518	50.53	331.22
89525363004	484263016	684277	SAUCEDO, CARLOS	25374	EL GRECO DR	92553-7129	CASTANEDA CARLOS SAUCEDO	25374 EL GRECO DR	MORENO V	92553	255.29	25.53	50.55	331.36
95272505006	484273006	684277	SEGOVIA, SILVIA	25433	EL GRECO DR	92553-7123	SEGOVIA SILVIA O	25433 EL GRECO DR	MORENO V	92553	245.98	24.60	48.70	319.28
31390705001	484273016	684277	ESTRADA, TANGIE	25543	EL GRECO DR	92553-7132	ESTRADA EDGAR	25543 EL GRECO DR	MORENO V	92553	332.64	33.26	65.86	431.76
31289755004	484273045	684277	PATRON, CARLOS (OWNR)	25561	EL GRECO DR	92553-7144	PATRON CARLOS I	25561 EL GRECO DR	MORENO V	92553	183.69	18.37	36.37	238.42
87467235009	484273024	684277	COLEMAN, SHEANIA	25609	EL GRECO DR	92553-1503	COLEMAN SHEANIA N	25609 EL GRECO DR	MORENO V	92553	64.18	6.42	12.71	83.30
31527525006	474381013	684277	RODRIGUEZ, JOSE	11970	ELAHL CT	92555-1757	RODRIGUEZ JOSE	11970 ELAHL CT	MORENO V	92555	255.40	25.54	50.57	331.50
87171423007	474381012	684277	LARA, ALAN	11991	ELAHL CT	92555-1757	HALLSTROM MARIA V	11991 ELAHL CT	MORENO V	92555	332.40	33.24	65.82	431.44
87928485007	479301009	684277	RAMIREZ, RICARDO (OWNR)	25127	ELDER AVE	92557-7402	RAMIREZ RICARDO	25127 ELDER AVE	MORENO V	92557	136.77	13.68	27.08	177.52
31251895005	479301005	684277	JONES, EILEEN	25181	ELDER AVE	92557-7402	JONES EILEEN FLANARY	25181 ELDER AVE	MORENO V	92557	255.29	25.53	50.55	331.36
31414545003	479301004	684277	WEBSTER, RICHARD (OWNR)	25197	ELDER AVE	92557-7402	WEBSTER RICHARD A	25197 ELDER AVE	MORENO V	92557	71.00	7.10	14.06	92.14
31216725004	479372014	684277	JUAREZ, RAFAEL (RENT)	25417	ELDER AVE	92557-7501	JUAREZ RAFAEL	25417 ELDER AVE	MORENO V	92557	111.22	11.122	22.02	144.36
31429505009	479372019	684277	RAMOS, SANDRA	25477	ELDER AVE	92557-7501	RAMOS SANDRA	25477 ELDER AVE	MORENO V	92557	63.96	6.40	12.66	83.02
94791875008	479423023	684277	DAUGHENBAUGH, BOBBI	25521	ELDER AVE	92557-7601	DAUGHENBAUGH DONALD	25521 ELDER AVE	MORENO V	92557	332.40	33.24	65.82	431.44
71521175003	479423025	684277	ARANDA, ARTURO (OWNR)	25541	ELDER AVE	92557-7601	ARANDA MARIA C	25541 ELDER AVE	MORENO V	92557	284.36	28.44	56.30	369.08
90917755008	479423026	684277	CAZARES, ROSA (OWNR)	25551	ELDER AVE	92557-7601	CAZARES ROA I	25551 ELDER AVE	MORENO V	92557	252.12	25.21	49.92	327.24
98062575013	479423031	684277	ESPINOSA, DIANE	25601	ELDER AVE	92557-7638	ESPINOZA SANTOS	25601 ELDER AVE	MORENO V	92557	255.18	25.518	50.53	331.22
87048105004	479423033	684277	DAVIS, PETER	25621	ELDER AVE	92557-7638	DAVIS PETER	25621 ELDER AVE	MORENO V	92557	255.29	25.53	50.55	331.36
91609805000	487053009	684277	TUCKER, MARILYN	26083	ELDER AVE	92555-1845	RUBIN TUCKER MARILYN	26083 ELDER AVE	MORENO V	92555	255.40	25.54	50.57	331.50
52633475006	487053006	684277	WILSON, BEN	26119	ELDER AVE	92555-1800	WILSON BEN J	26119 ELDER AVE	MORENO V	92555	229.78	22.98	45.50	298.24
31323595005	487053004	684277	BIAEZ, ANNA	26143	ELDER AVE	92555-1800	BAEZ RIGOBERTO	26143 ELDER AVE	MORENO V	92555	255.29	25.53	50.55	331.36
94296525002	487121001	684277	DE MELO, RAMIRO	26276	ELDER AVE	92555-1835	DEMELO RAMIRO	26276 ELDER AVE	MORENO V	92555	255.40	25.54	50.57	331.50
95867975004	487122007	684277	JOHNSON, ASALEAN (RENT)	26430	ELDER AVE	92555-1840	MCDERMOTT DEWEE A	26430 ELDER AVE	MORENO V	92555	255.40	25.54	50.57	331.50
91646675009	487021001	684277	CAZARES, ROSA (RENT)	25705	ELDER NNA	92557-7602	DURAN PEDRO	25705 ELDER AVE	MORENO V	92557	265.74	26.57	52.62	344.92
97604945006	486082029	684277	PICIARDE, ANTHONY	15344	ELEANOR LN	92551-4528	PICARD ANTHONY	15344 ELEANOR LN	MORENO V	92551	255.40	25.54	50.57	331.50
94514925004	486094009	684277	SANCHEZ, RAUL	15394	ELEANOR LN	92551-4528	SANCHEZ RAUL	15394 ELEANOR LN	MORENO V	92551	255.40	25.54	50.57	331.50
31315165001	486094004	684277	PORCAYO, MIGUEL	15452	ELEANOR LN	92551-4504	PORCAYO MIGUEL A	15452 ELEANOR LN	MORENO V	92551	255.40	25.54	50.57	331.50
31595635000	486094001	684277	BARRETT, DEBORAH (RENT)	15498	ELEANOR LN	92551-4504	CC GROUP	765 N MAIN ST	CORONA C	92880	128.14	12.81	25.37	166.32
61177165008	485182023	684277	PALACIOS, GLORIA	24267	ELECTRA CT	92551-6901	PALACIOS SERGIO	24267 ELECTRA CT	MORENO V	92551	255.29	25.53	50.55	331.36
94079275004	485182028	684277	JIMENEZ, ANGEL (OWNR)	24300	ELECTRA CT	92551-6950	JIMENEZ ANGEL	24300 ELECTRA CT	MORENO V	92551	255.40	25.54	50.57	331.50
31514065000	485182029	684277	LEDEZMA, LEOBARDO	24310	ELECTRA CT	92551-6950	LEDEZMA LEOBARDO S	24310 ELECTRA CT	MORENO V	92551	255.29	25.53	50.55	331.36

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93049305002	485182017	684277	MORRIS, NICHOLE	24315	ELECTRA CT	92551-6902	MORRIS BENJAMIN	24315 ELECTRA CT	MORENO V	92551	255.40	25.54	50.57	331.50
87558815003	485182015	684277	BRANCARTO, CHRIS	24331	ELECTRA CT	92551-6902	FLORES ANTONIO M	24328 KURT CT	MORENO V	92551	255.29	25.53	50.55	331.36
90418463008	485182012	684277	PHAM, LOAN (OWNR)	24355	ELECTRA CT	92551-6902	PHAM LOAN	21139 LITTLE BEAVER RD B	APPLE VAL	92308	256.21	25.62	50.73	332.56
31109835008	485181009	684277	HENRY, ERIC	24394	ELECTRA CT	92551-6903	HENRY REINA VANESSA	24394 ELECTRA CT	MORENO V	92551	191.77	19.18	37.97	248.90
95142555000	485182007	684277	GARCIA, ROSA	24395	ELECTRA CT	92551-6902	DESANTIAGO HERON	24395 ELECTRA CT	MORENO V	92551	128.14	12.81	25.37	166.32
31329885001	485181031	684277	LERMA, ROGELIO	24411	ELECTRA CT	92551-6905	LERMA ROGELIO	24411 ELECTRA CT	MORENO V	92551	255.29	25.53	50.55	331.36
65177925005	485181013	684277	VAZQUEZ, ISIDRO	24418	ELECTRA CT	92551-6914	VAZQUEZ ISIDRO	24418 ELECTRA CT	MORENO V	92551	275.84	27.58	54.62	358.04
31142355009	485181018	684277	HIERS, RADENE	24460	ELECTRA CT	92551-6904	HIERS RADENE L	24460 ELECTRA CT	MORENO V	92551	332.40	33.24	65.82	431.44
1.00894E+11	487181001	684277	STURGIS III, ABRAHAM	12274	ELF OWL LN	92555	STURGIS ABRAHAM	12274 ELF OWL LN	MORENO V	92555	255.29	25.53	50.55	331.36
31409755008	487180017	684277	LOVELL, BRANDICE	12385	ELF OWL LN	92555-2009	COLFIN A1 CA 4	24682 DEL PRADO NO 200	DANA POI	92629	134.96	13.50	26.72	175.16
88674313002	487180016	684277	LUKASHEVSKY, SYLVIA (OWNR)	12405	ELF OWL LN	92555-2038	LUKASHEVSKY SYLVIA T	12405 ELF OWL LN	MORENO V	92555	236.17	23.62	46.76	306.54
94684265003	264162015	684277	CASIAN, JUAN J	23277	ELFIN PL	92557-6129	CASIAN JUAN	23277 ELFIN PL	MORENO V	92557	63.96	6.40	12.66	83.02
69231415003	264162016	684277	APARACIO, MARIA (RENT)	23285	ELFIN PL	92557-6129	GARCIA RODIMIRO	23285 ELFIN PL	MORENO V	92557	63.63	6.363	12.60	82.58
91001273001	264162019	684277	GRIFFIN, ODETTE (OWNR)	23305	ELFIN PL	92557-6129	GRIFFIN ANNIE	23305 ELFIN PL	MORENO V	92557	255.40	25.54	50.57	331.50
96365393000	264162002	684277	ARMSTRONG, NICOLE (RENT)	23326	ELFIN PL	92557-6127	REIS SEAN	29 MOUNTAIN LAUREL	TRABUCO	92679	335.32	33.53	66.39	435.24
86409845004	487030019	684277	HARDY, LAURIE (RENT)	26010	ELIOT AVE	92555-1809	VERMILLION RICHARD LEE	1724 ROCKY RD	FULLERTO	92831	332.64	33.26	65.86	431.76
63979975005	487031002	684277	HILL, CHARLES AND NARISSA	26015	ELIOT AVE	92555-1810	HILL CHARLES E	26015 ELIOT AVE	MORENO V	92555	332.40	33.24	65.82	431.44
31293705007	487031004	684277	LARA, HUGO AND MARIA (OWNR)	26031	ELIOT AVE	92555-1810	LARA HUGO	26031 ELIOT AVE	MORENO V	92555	95.40	9.54	18.89	123.82
71227265008	487031006	684277	ESCAMILLA, MARTHA (RENT)	26047	ELIOT AVE	92555-1810	GUO YANGDE	25618 BANI	LOMITA C	90717	140.22	14.022	27.76	182
96386423000	487030013	684277	LOPEZ, GARLAND	26058	ELIOT AVE	92555-1809	JOHNSON CYRIL	25511 TANGERINE RD	MORENO V	92557	255.29	25.53	50.55	331.36
90448135005	291161013	684277	PEREZ, JOAQUIN	22362	ELLA AVE	92553-8338	PEREZ JOAQUIN	22362 ELLA AVE	MORENO V	92553	132.40	13.24	26.22	171.84
93770345005	291162010	684277	VEGA, ANA (RENT)	22375	ELLA AVE	92553-8339	TRAN HOA THIEN	8302 GUMWOOD CIR	WESTMINS	92683	255.40	25.54	50.57	331.50
75018285003	291161014	684277	WILSON, MATTHEW	22376	ELLA AVE	92553-8338	WILSON MATTHEW	22376 ELLA AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31625015005	291162003	684277	SALGADO, EVELIO (OWNER)	22461	ELLA AVE	92553-8347	COLIMA EVELIO SALGADO	22461 ELLA AVE	MORENO V	92553	255.29	25.53	50.55	331.36
94706345008	291162001	684277	PARTIDA, HENRY	22487	ELLA AVE	92553-8347	LYNSKEY CHRISTOPHER W	4235 PORTE DE MERANO UNIT	SAN DIEGO	92122	255.29	25.53	50.55	331.36
94558715005	485032006	684277	PHAM, TUAN (OWNR) APTS	15128	ELM CT UNIT A	92551-3692	PHAM TUAN VAN	1240 E ONTARIO STE 102	CORONA (	92881	766.64	76.66	151.79	995.08
93175995000	485031009	684277	SEBABILI, NDUMUGABO (OWNR)	15139	ELM CT UNIT A	92551-3686	HOME EXPO FINANCIAL	23580 ALESSANDRO NO 9818	MORENO V	92552	83.57	8.36	16.55	108.46
85509275001	485063007	684277	GUERRERO, OSCAR (RENT)	24513	ELMENDORF DR	92551-4012	RAMIREZ JOSE JESUS	4620 TWEEDY BLV NO B	SOUTH GA	90280	127.81	12.781	25.31	165.88
31153195000	485062003	684277	VEGA, MARIA AND LUIS (RENT)	24534	ELMENDORF DR	92551-4013	RUBIO JUAN ABRAHAM M	14538 FLANNER ST	LA PUENTE	91744	155.40	15.54	30.77	201.70
93437555006	487304001	684277	CARAVEO, SHERRY	12765	ELMHURST DR	92555-2359	CARAVEO ERNESTO	12765 ELMHURST DR	MORENO V	92555	267.44	26.744	52.95	347.12
31594895008	479462058	684277	DOTY, ALBERT	13871	ELMWOOD CT	92553-4356	DOTY ALBERT J	13871 ELMWOOD CT	MORENO V	92553	332.64	33.26	65.86	431.76
97417665001	479462057	684277	MAYER, STEVIE	13881	ELMWOOD CT	92553-4356	MAYER NATHAN	13881 ELMWOOD CT	MORENO V	92553	255.29	25.53	50.55	331.36
70814485008	479462038	684277	LEWIS, NADINE (RENT)	13890	ELMWOOD CT	92553-4356	MELENDREZ GILBERT	13890 ELMWOOD CT	MORENO V	92553	79.29	7.929	15.70	102.9
86318783009	479462054	684277	RAMOS, JOSE	13911	ELMWOOD CT	92553-4357	RUVALCABA HECTOR A	13911 ELMWOOD CT	MORENO V	92553	255.40	25.54	50.57	331.50
56003715008	479462053	684277	RAMAN, NOEMI (OWNR)	13921	ELMWOOD CT	92553-4357	MORALES HECTOR	13921 ELMWOOD CT	MORENO V	92553	55.40	5.54	10.97	71.90
95095385006	479462051	684277	BRATTON, ANTOINE (RENT)	13941	ELMWOOD CT	92553-4357	TEGLEY ELIZABETH A	11363 LASSELLE ST	MORENO V	92557	91.77	9.18	18.17	119.10
74312185002	479462048	684277	FIERRO, MARIA	13971	ELMWOOD CT	92553-4357	FIERRO ARTHUR	13971 ELMWOOD CT	MORENO V	92553	332.40	33.24	65.82	431.44
98752993001	291140013	684277	HERNANDEZ, ARMANDO AND MA	13549	ELSWORTH ST	92553-8463	HERNANDEZ ARMANDO	13549 ELSWORTH ST	MORENO V	92553	361.31	36.13	71.54	468.98
51059065001	291211019	684277	ZAMORA, JOSE	13660	ELSWORTH ST	92553-8464	ZAMORA JOSE	13660 ELSWORTH ST	MORENO V	92553	332.40	33.24	65.82	431.44
92451915003	291211020	684277	BLANCO, MANUEL	13672	ELSWORTH ST	92553-8464	BLANCO MANUEL I	11945 KITCHING ST	MORENO V	92557	255.29	25.53	50.55	331.36
31426075005	291261012	684277	OCAMPO, RAUL (OWNR)	13778	ELSWORTH ST	92553-8468	OCAMPO RAUL	13778 ELSWORTH ST	MORENO V	92553	255.40	25.54	50.57	331.50
94576025002	296092001	684277	GORE, ELIZABETH	23794	ELYCE CT	92553-3299	GORE ELIZABETH A	23794 ELYCE CT	MORENO V	92553	255.40	25.54	50.57	331.50
91262275009	487513022	684277	SHEFFIELD, BOBBY (RENT)	26589	EMERALD AVE	92555-3830	KAO MEI HUI	20228 BURNT TREE LN	WALNUT (	91789	627.28	62.73	124.20	814.20
90367625004	487481031	684277	SCOTT, CHANTEL (RENT)	26594	EMERALD AVE	92555-3829	LY HORTRY	4116 W TILLER AVE	ORANGE (	92868	257.14	25.71	50.91	333.76
73103135007	487513017	684277	VEJAR, MARYSOL	26649	EMERALD AVE	92555-3832	BARRERA RAMON	26649 EMERALD AVE	MORENO V	92555	117.35	11.74	23.24	152.32
92110213002	487481026	684277	BRUNIER, KARCELETTA	26650	EMERALD AVE	92555-3831	DOAN ANTHONY	164 S CONNIE CIR	ANAHEIM	92806	128.14	12.81	25.37	166.32
93214145006	316064002	684277	TREVINO, GUMARO	16176	EMMA LN	92551-7251	TREVINO GUMARO R	16176 EMMA LN	MORENO V	92551	191.66	19.17	37.95	248.76
31442005007	316064018	684277	MCCART, RODNEY	16224	EMMA LN	92551-7252	MCCART RODNEY EUGENE	16224 EMMA LN	MORENO V	92551	255.29	25.53	50.55	331.36
31259595001	316052019	684277	DUENAS, ESTER	16231	EMMA LN	92551-7253	DUENAS HECTOR R	16231 EMMA LN	MORENO V	92551	332.16	33.216	65.77	431.14
96121515002	316073021	684277	WILLIAMS, WADZELL	16409	EMMA LN	92551-7285	WILLIAMS WADZELL J	16409 EMMA LN	MORENO V	92551	332.64	33.26	65.86	431.76
31208215008	316083035	684277	BALEANU, GABRIEL (OWNR)	16416	EMMA LN	92551-7283	BALEANU GABRIEL	16416 EMMA LN	MORENO V	92551	255.40	25.54	50.57	331.50
31566235005	316083034	684277	GRAY, TERRIAN	16428	EMMA LN	92551-7283	FREEMAN TERRIAN RENAI	16428 EMMA LN	MORENO V	92551	255.29	25.53	50.55	331.36
31566855004	316083031	684277	LUCIDO, MARK (OWNR)	16464	EMMA LN	92551-7283	LUCIDO MARK	16464 EMMA LN	MORENO V	92551	164.26	16.43	32.52	213.20
31553025007	291613012	684277	VALDIVIA, ELVIA	13218	EMPRESS ST	92553-6930	VALDIVIA ELVIA	13218 EMPRESS ST	MORENO V	92553	255.29	25.53	50.55	331.36
31625405003	291613010	684277	TORRES, RODOLFO	13234	EMPRESS ST	92553-6930	TORRES RODOLFO	13234 EMPRESS ST	MORENO V	92553	209.31	20.93	41.44	271.68
95110925000	291613001	684277	EVERETT, MARLENE	22165	EMPRESS ST	92553-6931	EVERETT MARLENE	22165 EMPRESS ST	MORENO V	92553	345.60	34.56	68.43	448.58
62073785008	291613002	684277	MCDONALD, KERRY	22175	EMPRESS ST	92553-6931	MCDONALD KERRY MICHAEL	22175 EMPRESS ST	MORENO V	92553	63.96	6.40	12.66	83.02
48515945004	291612004	684277	VITELA, YVETTE (RENT)	22189	EMPRESS ST	92553-6931	BARAJAS MANUEL	P O BOX 5434	NORCO CA	92860	148.25	14.825	29.35	192.42
64620125003	291612005	684277	SANCHEZ, JUAN (OWNR)	22199	EMPRESS ST	92553-6931	WEN QIKUN	5327 LOMA AVE	TEMPLE CI	91780	255.29	25.529	50.55	331.36
31429235006	291613017	684277	PINEDA, LUPE	22200	EMPRESS ST	92553-6932	PINEDA GUADALUPE C	22200 EMPRESS ST	MORENO V	92553	155.40	15.54	30.77	201.70
31069565000	291613005	684277	CASTRO, SIGFREDO	22205	EMPRESS ST	92553-6931	SECRETARY HOUSING & URBAN DEV OF	22205 EMPRESS ST	MORENO V	92553	520.51	52.051	103.06	675.62
97976865004	475232007	684277	ALVAREZ, DAVID	24793	ENCHANTED WAY	92557-6430	RELIABLE INV	1317 N SAN FERNANDO 204	BURBANK	91504	127.92	12.792	25.33	166.04
92357115000	475231025	684277	NICKELL, JIM	24802	ENCHANTED WAY	92557-6408	NICKELL JAMES C	24802 ENCHANTED WAY	MORENO V	92557	255.40	25.54	50.57	331.50
93868453003	475231026	684277	FERNANDEZ, JAVIER	24812	ENCHANTED WAY	92557-6408	FERNANDEZ JAVIER	24812 ENCHANTED WAY	MORENO V	92557	255.40	25.54	50.57	331.50
96992885008	475233010	684277	COLEMAN, TERRENCE	24960	ENCHANTED WAY	92557-6410	COLEMAN TERRANCE G	24960 ENCHANTED WAY	MORENO V	92557	255.40	25.54	50.57	331.50

48317415006	304171011	684277	CASTRO, PAUL	27298	ENGLEWOOD ST	92555-4931	LUEVANO ALEJANDRO	27298 ENGLEWOOD ST	MORENO V	92555	248.99	24.90	49.30	323.18
87802235007	304181012	684277	GARCIA, MICHAEL	27490	ENGLEWOOD ST	92555-4924	GARCIA MICHAEL	27490 ENGLEWOOD ST	MORENO V	92555	255.18	25.518	50.53	331.22
94067785002	484291009	684277	STOKES, DONNA	25594	ERICSON DR	92553-5054	MOSLEY FRANK	12351 LASSELLE ST	MORENO V	92557	255.29	25.53	50.55	331.36
31637525003	484293002	684277	OWENS, JOHN	25611	ERICSON DR	92553-5024	BERMUDEZ FRANK	25611 ERICSON DR	MORENO V	92553	331.44	33.14	65.63	430.2
91108605005	484293003	684277	WALKER, TRAVIS (RENT)	25621	ERICSON DR	92553-5024	MOALLEM NATHASHA R	25621 ERICSON DR	MORENO V	92553	47.10	4.71	9.33	61.12
31529005001	484293006	684277	MORALES, FRANCES (RENT)	25651	ERICSON DR	92553-5024	HOOKS DAVID GERALD	4338 SUNNY LN	YORBA LIN	92886	105.40	10.54	20.87	136.80
62568485000	484292013	684277	RIOS, MARCOS AND ERIKA	25658	ERICSON DR	92553-5023	RIOS MARCOS	25658 ERICSON DR	MORENO V	92553	98.13	9.81	19.43	127.36
74672535006	484292011	684277	LOPEZ, RUBEN AND CATALINA	25684	ERICSON DR	92553-5023	LOPEZ RUBEN	25684 ERICSON DR	MORENO V	92553	255.29	25.53	50.55	331.36
70163595007	487492012	684277	LUCAS, ASTRID	13630	ERIN DR	92555-2524	LUCAS JOE	13630 ERIN DR	MORENO V	92555	255.29	25.53	50.55	331.36
31186735007	475300043	684277	PAEZ, JAVIER	24911	ESCONDIDO CT	92557-6413	PAEZ GLORIA IRMA	24911 ESCONDIDO CT	MORENO V	92557	255.29	25.53	50.55	331.36
93358703003	475300054	684277	MCKINLEY, CHAROLETTE	24920	ESCONDIDO CT	92557-6413	MCKINLEY CHARLOTTE	24920 ESCONDIDO CT	MORENO V	92557	255.40	25.54	50.57	331.50
60629695008	260411006	684277	NGUYEN, HIEU T	10149	ESCORIAL CT	92557-9030	WALKER JANE R	110 N LINCOLN AV STE 100	CORONA C	92882	183.21	18.32	36.28	237.80
93169635009	478401005	684277	HENDERSON, RANDY	13100	ESSEN LN	92555-6757	HENDERSON RANDY	13100 ESSEN LN	MORENO V	92555	255.29	25.53	50.55	331.36
96804025006	486056025	684277	MCIVER, JOE	25563	ESTRELLAS LN	92551-7037	ESTRELLAS LANE TRUST	12831 MORENO BEACH NO 107	MORENO V	92555	256.10	25.61	50.71	332.4
52720875007	486056024	684277	MURPHY, MIKE	25573	ESTRELLAS LN	92551-7037	MURPHY MICHAEL	25573 ESTRELLAS LN	MORENO V	92551	255.18	25.518	50.53	331.22
95293945000	486056022	684277	LOPEZ, NELSON DAVID	25599	ESTRELLAS LN	92551-7037	LOPEZ NELSON D	25599 ESTRELLAS LN	MORENO V	92551	255.40	25.54	50.57	331.50
93615305000	486056021	684277	O'BRIEN, HUGH	25611	ESTRELLAS LN	92551-1408	OBRIEN HUGH E	25611 ESTRELLAS LN	MORENO V	92551	56.19	5.619	11.13	72.92
94602995002	486056019	684277	JACKSON, W C (RENT)	25635	ESTRELLAS LN	92551-7013	AGUILLAR JOSE T	25635 ESTRELLAS LN	MORENO V	92551	255.40	25.54	50.57	331.50
58788235003	486056016	684277	IRISH, ROBERT	25671	ESTRELLAS LN	92551-7013	IRISH ROBERT D	25671 ESTRELLAS LN	MORENO V	92551	332.40	33.24	65.82	431.44
59874405004	482562003	684277	VALENTINE, YOLANDA	14435	ETERNAL DR	92553-3597	VALENTINE NICHOLAS S	14435 ETERNAL DR	MORENO V	92551	255.29	25.53	50.55	331.36
90601523007	482562005	684277	ZAVALA, MARISELA	14459	ETERNAL DR	92553-3597	ZAVALA ALEX G	14459 ETERNAL DR	MORENO V	92553	255.29	25.53	50.55	331.36
94698675007	482562006	684277	SEDURA, SANDRA (RENT)	14471	ETERNAL DR	92553-3597	HUYNH MINH THE	2221 S 2ND AVE	ARCADIA C	91006	255.40	25.54	50.57	331.50
31306865003	291090010	684277	FRANKLIN, CHERYL	21634	EUCALYPTUS AVE	92553-8062	FRANKLIN CHERYL	21634 EUCALYPTUS AVE	MORENO V	92508	255.29	25.53	50.55	331.36
85478115003	291090034	684277	SALGADO, PABLO	21748	EUCALYPTUS AVE	92553-8141	SALINAS ELVIRA	21748 EUCALYPTUS AVE	MORENO V	92553	221.52	22.15	43.86	287.52
97868025000	482020026	684277	RIOS, JOSE (RENT)	24055	EUCALYPTUS AVE	92553-2832	GALVAN MARY	25406 ORCHID DR	MORENO V	92553	61.67	6.167	12.21	80.04
75126755005	481270035	684277	KILPATRICK, JERRY (RENT)	24068	EUCALYPTUS AVE	92553-2831	DETREVISU MA LINA G	24068 EUCALYPTUS AVE	MORENO V	92553	103.95	10.395	20.58	134.92
97582735008	482020028	684277	ESTRADA, ADELA (RENT)	24085	EUCALYPTUS AVE	92553-2832	GASPAR GERMAN PEDRO	4000 COOLIDGE AVE	RIVERSIDE	92506	229.34	22.93	45.41	297.68
31316305000	482020029	684277	RAYA, YOLANDA (RENT) APTS	24095	EUCALYPTUS AVE	92553-2832	ALMEIDA ANTHONY	7767 LADY BANKS LOOP	CORONA C	92883	351.86	35.19	69.67	456.7
49589215001	482020046	684277	HARDY, ZURI (RENT)	24245	EUCALYPTUS AVE	92553-3105	STEWART LORI L	24245 EUCALYPTUS AVE	MORENO V	92553	455.59	45.56	90.21	591.34
96299235005	482030001	684277	GREEN, DELIA	24273	EUCALYPTUS AVE	92553-3105	KEITH FRED D	1857 MAUNA LOA PL	NORCO CA	91760	332.40	33.24	65.82	431.44
93557433007	482030010	684277	MATZ, DIANE (RENT) APTS	24395	EUCALYPTUS AVE	92553-2801	FEDERAL NATL MORTGAGE ASSN	4829 CLOVERLY AVE	TEMPLE CI	91780	638.58	63.86	126.44	828.86
82891345002	482030011	684277	MORA, ANA	24411	EUCALYPTUS AVE	92553-3107	MORA ANA C	24411 EUCALYPTUS AVE	MORENO V	92553	284.36	28.44	56.30	369.08
31095035007	481250023	684277	SERRANO, PRISCILLA (RENT) APTS	24462	EUCALYPTUS AVE	92553-3106	SERRANO AURELIO	24464 EUCALYPTUS AVE	MORENO V	92553	91.66	9.17	18.15	118.96
31544175004	481230033	684277	HENRICKSON, EUGENE AND YOSK	24510	EUCALYPTUS AVE	92553-3778	HENRICKSON EUGENE N	12047 DUNLAP PL	CHINO CA	91710	255.29	25.53	50.55	331.36
75659885008	481230030	684277	CARRILLO, CHRIS (RENT)	24582	EUCALYPTUS AVE	92553-3778	MNT GROUP	7662 INDIGO LN	LA PALMA	90623	106.72	10.672	21.13	138.52
60098495008	481230029	684277	HENRIQUEZ, OBID (RENT)	24600	EUCALYPTUS AVE	92553-3704	BLANCO FAMILY TRUST	P O BOX 6055	MORENO V	92554	91.77	9.18	18.17	119.10
95535935006	482040015	684277	REYES, WENDY (RENT)	24621	EUCALYPTUS AVE	92553-3773	ORR DONALD G	4025 CHAPMAN PL	RIVERSIDE	92506	235.40	23.54	46.61	305.54
59947975008	481230024	684277	COTE, LUPE (RENT)	24638	EUCALYPTUS AVE	92553-3704	GONZALEZ LUIS ALBERTO	24638 EUCALYPTUS AVE	MORENO V	92553	76.04	7.604	15.06	98.68
87635935004	482040017	684277	GARCIA, DAMARIS (RENT)	24641	EUCALYPTUS AVE	92553-3773	GARCIA ROBERTO	24645 EUCALYPTUS AVE	MORENO V	92553	294.13	29.41	58.24	381.78
52079315005	481230022	684277	RODRIGUEZ, CATHY (RENT) APTS	24678	EUCALYPTUS AVE	92553-3704	AGUAYO ALBERTO	24678 EUCALYPTUS AVE	MORENO V	92553	510.58	51.06	101.09	662.72
31316675002	482040019	684277	JENKINS, CHARLES	24695	EUCALYPTUS AVE	92553-3727	JENKINS CHARLES N	24721 EUCALYPTUS AVE	MORENO V	92553	255.40	25.54	50.57	331.50
89065933002	481210042	684277	RICASA, BRUCE (OWNR)	24784	EUCALYPTUS AVE	92553-3706	RICASA BRUCE J	24784 EUCALYPTUS AVE	MORENO V	92553	128.14	12.81	25.37	166.32
66028285003	481210039	684277	MEDINA, YVONNE (RENT)	24788	EUCALYPTUS AVE	92553-3706	SBR MANAGEMENT	16196 JACOBS CIR	RIVERSIDE	92504	255.40	25.54	50.57	331.50
86614353001	482050026	684277	NUNGARAY, MARIA G	24791	EUCALYPTUS AVE	92553-3705	NUNGARAY MARIA GRACIELA	24791 EUCALYPTUS AVE	MORENO V	92553	155.40	15.54	30.77	201.70
92185745003	481210045	684277	THEPHAVONG, EVITA (RENT)	24796	EUCALYPTUS AVE	92553-3706	KAUR MANJIT	4119 MARGIE WAY	RIVERSIDE	92509	85.40	8.54	16.91	110.84
31224365003	482050002	684277	HURTADO, DAVID	24797	EUCALYPTUS AVE	92553-3705	HURTADO DAVID	24797 EUCALYPTUS AVE	MORENO V	92553	41.66	4.17	8.25	54.06
96353585006	481210034	684277	COLE, CLARENCE	24804	EUCALYPTUS AVE	92553-3770	ZAMORA PETRA	24804 EUCALYPTUS AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31107575006	482050003	684277	GONZALEZ, FRANCISCO (RENT) AP	24817	EUCALYPTUS AVE	92553-3769	GARCIA MARIA D	24815 EUCALYPTUS AVE	MORENO V	92553	510.69	51.07	101.12	662.86
31617825002	479090038	684277	GALARZA, DAN	25119	EUCALYPTUS AVE	92553-4122	GALARZA DANIEL R	25119 EUCALYPTUS AVE	MORENO V	92553	255.29	25.53	50.55	331.36
93974225008	479090011	684277	LLAMAS, LILIA	25213	EUCALYPTUS AVE	92553-4125	JAZ CI HOLDINGS	382 W SAN BERNARDINO AVE	RIALTO CA	92376	128.03	12.80	25.35	166.18
31052885009	479531026	684277	MCEACHERN, SHELLY (OWNR)	25620	EUCALYPTUS AVE	92553-4712	MCEACHERN SHIRLEY	25620 EUCALYPTUS AVE	MORENO V	92553	68.92	6.892	13.65	89.44
31337245009	482201001	684277	SINGLETON, JOSEFA M	24762	EUGENA AVE	92553-3835	SINGLETON JOSEFA M	24762 EUGENA AVE	MORENO V	92553	255.29	25.53	50.55	331.36
89945415004	482202002	684277	OLIVER, ALBERT	24775	EUGENA AVE	92553-3836	EUGENA AVENUE TRUST	231 E ALESSANDRO BL NO A	RIVERSIDE	92508	128.14	12.81	25.37	166.32
31324035001	482201003	684277	TAPIA, SYLVIA	24786	EUGENA AVE	92553-3835	TAPIA MARIA SILVIA	24786 EUGENA AVE	MORENO V	92553	255.29	25.53	50.55	331.36
70404125004	482202006	684277	CRAWFORD, MARY (RENT)	24823	EUGENA AVE	92553-3866	LAWSON RUTH	21361 FOOTHILL DR	PERRIS CA	92571	63.10	6.31	12.49	81.9
88419373009	260232002	684277	LEPORE, RICHARD (RENT)	23425	EVENING SNOW	92557-2808	MILAYTHONG CHANPHENG	23425 EVENING SNOW	MORENO V	92557	352.71	35.27	69.84	457.80
86743473003	260241045	684277	MORRIS, CLARICE	23545	EVENING SNOW	92557-2810	MORRIS CLARICE	23545 EVENING SNOW	MORENO V	92557	255.29	25.53	50.55	331.36
95904155007	304290037	684277	ORTIZ, RAFAEL AND MARY (OWNR	14525	EVEREST WAY	92555-7026	ORTIZ RAFAEL	26220 PERCHERON CIR	MORENO V	92555	28.14	2.81	5.57	36.52
58237035003	487352040	684277	LISARDO, MICHELLE	13031	EYOTA DR	92555-2411	GARCIA JUAN A	13031 EYOTA DR	MORENO V	92555	332.64	33.26	65.86	431.76
1.00104E+11	487352039	684277	GONZALEZ, RAFAEL	13041	EYOTA DR	92555-2411	GONZALEZ RAFAEL	13041 EYOTA DR	MORENO V	92555	116.73	11.673	23.11	151.5
31534605005	487353007	684277	LEE, TOSHIO	13092	EYOTA DR	92555-2412	LEE TOSHIO	11575 KAYAL AVE	MORENO V	92557	255.40	25.54	50.57	331.50
98004715016	487353010	684277	BAILEY, MARIE	13122	EYOTA DR	92555-2410	BAILEY MARIE L	13122 EYOTA DR	MORENO V	92555	255.40	25.54	50.57	331.50
95757555005	487353012	684277	CUESTAS, LUIS	13142	EYOTA DR	92555-2410	CUESTAS LUIS	13142 EYOTA DR	MORENO V	92555	255.40	25.54	50.57	331.50
96143915002	487353013	684277	LOPEZ, ARMANDO (OWNR)	13152	EYOTA DR	92555-2410	LOPEZ ERIKA	13152 EYOTA DR	MORENO V	92555	26.48	2.65	5.24	34.36
97113715006	487353014	684277	LANATHOUA, DORA AND AVELARI	13162	EYOTA DR	92555-2410	RODRIGUEZ ABELARDO	13162 EYOTA DR	MORENO V	92555	191.18	19.118	37.85	248.14

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31655835000	487352024	684277	GALLAGHER, PEGGY (OWNR)	13171	EYOTA DR	92555-2409	GALLAGHER PEGGY A	13171 EYOTA DR	MORENO V	92555	229.78	22.98	45.50	298.24
96214535001	487353017	684277	MUHAMMAD, KEVIN	13192	EYOTA DR	92555-2410	MUHAMMAD KEVIN	13192 EYOTA DR	MORENO V	92555	178.06	17.81	35.26	231.12
31622335005	487353019	684277	MORALES, MIGUEL AND ALMA	13212	EYOTA DR	92555-2484	MORALES MIGUEL A	13212 EYOTA DR	MORENO V	92555	255.40	25.54	50.57	331.50
73436655001	487023007	684277	AREVALO, MARIA	12371	EYRE CT	92557-7739	AREVALO RUBEN G	12371 EYRE CT	MORENO V	92557	255.40	25.54	50.57	331.50
57965795000	487023015	684277	SANCHEZ, KARINA (RENT)	12380	EYRE CT	92557-7739	MENDOZA ALBERTO	12380 EYRE CT	MORENO V	92557	255.40	25.54	50.57	331.50
96565125002	487023005	684277	SUTTON, CHARLES (RENT)	12391	EYRE CT	92557-7739	QUINONES SILVERIO	12391 EYRE CT	MORENO V	92557	255.40	25.54	50.57	331.50
96662255009	474576012	684277	FERNANDEZ, FRANKLIN AND DAN	24814	FAIR DAWN LN	92557-4216	FUENTES CECILIA M	24814 FAIR DAWN LN	MORENO V	92557	521.26	52.13	103.21	676.58
91041583002	474563020	684277	WATKINS, BETTY (DECEASED)	24827	FAIR DAWN LN	92557-4217	WATKINS BETTY LOUISE	24827 FAIR DAWN LN	MORENO V	92557	128.03	12.80	25.35	166.18
31217895006	304512003	684277	FABELA, ANNA (OWNR)	14971	FAIR MEADOW LN	92555-5825	FABELA ALEX	14971 FAIR MEADOW LN	MORENO V	92555	55.40	5.54	10.97	71.90
96156165001	304512002	684277	PALMER, DEMERIAN AND MONIC	14983	FAIR MEADOW LN	92555-5825	PALMER DEMERIAN	14983 FAIR MEADOW LN	MORENO V	92555	255.52	25.55	50.59	331.66
51093315008	304491009	684277	SCOTT, STACEY	27675	FAIRMONT DR	92555-5722	SCOTT STACEY D	27675 FAIRMONT DR	MORENO V	92555	255.40	25.54	50.57	331.50
31436865008	304490021	684277	MCGUIRE, EDWARD A AND SYLVIA	27636	FAIRMOUNT DR	92555-5720	MCGUIRE EDWARD A	27636 FAIRMONT DR	MORENO V	92555	221.04	22.10	43.77	286.90
31342285000	304490015	684277	STOKES, SHERENE (OWNR)	27706	FAIRMOUNT DR	92555-5721	STOKES MURRAY	27706 FAIRMONT DR	MORENO V	92555	255.40	25.54	50.57	331.50
31645055004	304490012	684277	WASHINGTON, LINDA (RENT)	27738	FAIRMOUNT DR	92555-5721	WENG JAMES C	27738 FAIRMONT DR	MORENO V	92555	149.62	14.96	29.62	194.20
93094105000	304391027	684277	HASKELL, CASSIDI	14910	FAIRWAY CIR	92555-6346	BANK OF AMERICA	1800 TAPO CANYON SV2202	SIMI VALLE	93063	332.40	33.24	65.82	431.44
92144645001	304391025	684277	ELAM, INDIA	14927	FAIRWAY CIR	92555-6346	ELAM INDIA	14927 FAIRWAY CIR	MORENO V	92555	255.18	25.518	50.53	331.22
31326715003	487183007	684277	JONES, JENNIFER	12320	FALCON LN	92555-2040	JONES JENNIFER	12320 FALCON LN	MORENO V	92555	255.40	25.54	50.57	331.50
31493085003	487182021	684277	VILLALPANDO, IRMA	12461	FALCON LN	92555-2013	VILLALPANDO IRMA ALICIA	12461 FALCON LN	MORENO V	92555	65.00	6.50	12.87	84.36
96764475007	264302023	684277	CHAVEZ, MARIA (OWNR)	23012	FALL RIVER RD	92557-6150	TRUJILLO STEVEN	23011 FALL RIVER RD	MORENO V	92557	255.40	25.54	50.57	331.50
31576405008	264302017	684277	VILLAGRANA, CELILIO	23071	FALL RIVER RD	92557-6151	VILLAGRANA CECILIO M	23071 FALL RIVER RD	MORENO V	92557	255.29	25.53	50.55	331.36
64924895007	264302001	684277	HARVEY, SUSANA	23081	FALL RIVER RD	92557-6152	HARVEY SUSANNA	23081 FALL RIVER RD	MORENO V	92557	313.20	31.32	62.01	406.52
31601045000	264302002	684277	ACOSTA, XAVIER (RENT)	23089	FALL RIVER RD	92557-6152	PRENTICE GUY	6857 MENDOCINO PL	RANCHO C	91701	255.40	25.54	50.57	331.50
31178415001	264302010	684277	FRAGOSO, ELIASIN	23161	FALL RIVER RD	92557-6153	FRAGOSO ELIASIN	23161 FALL RIVER RD	MORENO V	92557	255.29	25.53	50.55	331.36
92223615009	264302014	684277	JACKSON, NICHELLE	23197	FALL RIVER RD	92557-6153	JACKSON MICHELE	23197 FALL RIVER RD	MORENO V	92557	57.44	5.74	11.37	74.54
31383545000	486235037	684277	WASHINGTON, DEDRICK	15760	FARMSTEAD ST	92551-4668	WASHINGTON WILLIE B	15760 FARMSTEAD ST	MORENO V	92551	255.40	25.54	50.57	331.50
91701633001	486233006	684277	ONTIVEROS, CARLOS AND MARLE	15761	FARMSTEAD ST	92551-4669	ONTIVEROS CARLOS	15761 FARMSTEAD ST	MORENO V	92551	255.29	25.53	50.55	331.36
31266475001	486235035	684277	CLONINGER, LISA	15764	FARMSTEAD ST	92551-4668	CLONINGER LISA M	15764 FARMSTEAD ST	MORENO V	92551	255.29	25.53	50.55	331.36
31584475007	486235034	684277	JACKSON, WANJUKU (OWNR)	15766	FARMSTEAD ST	92551-4668	JACKSON WANJUKU K	15766 FARMSTEAD ST	MORENO V	92551	255.40	25.54	50.57	331.50
31446345007	486235033	684277	PADILLA, MARTHA	15768	FARMSTEAD ST	92551-4668	PEREZ PADILLA MARTHA	15768 FARMSTEAD ST	MORENO V	92551	28.03	2.80	5.55	36.38
52764645004	486235031	684277	INFANTE, JAVIER AND ANABETH	15772	FARMSTEAD ST	92551-4668	INFANTE JAVIER ARMENTA	15772 FARMSTEAD ST	MORENO V	92551	232.40	23.24	46.02	301.64
97106595005	484105002	684277	VON ROISHMANDT, ERICH (RENT)	14348	FARMWOOD DR	92553-4403	PERDOMO WILMER	14348 FARMWOOD DR	MORENO V	92553	159.35	15.94	31.55	206.82
90589123008	484135004	684277	LENARD, DAVISHA	14398	FARMWOOD DR	92553-4403	LENARD DAVISHA	14398 FARMWOOD DR	MORENO V	92553	361.60	36.16	71.60	469.34
31261775009	291182004	684277	MELENDREZ, THERESA	22367	FARRAGUT AVE	92553-8313	RUEDA MARIA TERESA	22367 FARRAGUT AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31363495002	482600016	684277	RIVERA, LISA (RENT)	24138	FAWN ST	92553-3390	MAZUMDER RINA	24138 FAWN ST	MORENO V	92553	255.40	25.54	50.57	331.50
94337903004	482553034	684277	MARTINEZ, DANIEL (RENT)	24145	FAWN ST	92553-3391	MARTINEZ LEONZO	13117 PERRIS BLV NO 103	MORENO V	92553	255.41	25.54	50.57	331.52
56058065008	482600014	684277	SIFUENTES, JAVIER	24156	FAWN ST	92553-3390	DAVIS DOYLE WADE	4714 MORRIS AVE S	RENTON W	98059	100.40	10.04	19.88	130.30
93485253008	482553038	684277	MARTINEZ, JOSE	24173	FAWN ST	92553-3392	RUIZ ANGEL	24173 FAWN ST	MORENO V	92553	63.96	6.40	12.66	83.02
54244385009	482553040	684277	CONTRERAS, JOSE	24189	FAWN ST	92553-3392	CONTRERAS JOSE F	24189 FAWN ST	MORENO V	92553	255.29	25.53	50.55	331.36
93118445006	482553041	684277	MOYSES, ALBA	24195	FAWN ST	92553-3392	ALBA MOISES	24195 FAWN ST	MORENO V	92553	255.29	25.53	50.55	331.36
93929353004	482553042	684277	IBARRA, JOSE (RENT)	24199	FAWN ST	92553-3392	GOMEZ OCTAVIO	24199 FAWN ST	MORENO V	92553	247.19	24.72	48.94	320.84
95995385007	482553044	684277	WHITE, GLENN (OWNR)	24213	FAWN ST	92553-6250	WHITE GLEN D	8917 DIGGER PINE DR	RIVERSIDE	92508	255.40	25.54	50.57	331.50
31580505009	482553045	684277	LOYD, DONNIE (RENT)	24221	FAWN ST	92553-6250	VANMETER RICHARD E	24221 FAWN ST	MORENO V	92553	255.40	25.54	50.57	331.50
92689225003	485131002	684277	MACIAS, LETICIA	24522	FAY AVE	92551-4048	SANCHEZ ABEL	24522 FAY AVE	MORENO V	92551	255.40	25.54	50.57	331.50
31069015006	485131007	684277	ROBERSON, LINDSEY (RENT)	24580	FAY AVE	92551-4047	NUNEZ WILLIAM	24580 FAY AVE	MORENO V	92551	255.40	25.54	50.57	331.50
88031885005	485133012	684277	BARRETT, DEENA	24621	FAY AVE	92551-4049	MITCHELL MICHAEL	24621 FAY AVE	MORENO V	92551	332.64	33.26	65.86	431.76
76023925004	485131011	684277	HAIGHT, BRENDA	24624	FAY AVE	92551-4072	HAIGHT BRENDA LEE	24624 FAY AVE	MORENO V	92551	255.40	25.54	50.57	331.50
93793535007	485103003	684277	DEAN, ANN	24795	FAY AVE	92551-4073	DEAN STEVEN R	24795 FAY AVE	MORENO V	92551	332.64	33.26	65.86	431.76
91006073002	485103004	684277	SILVA, FRANCISCO	24807	FAY AVE	92551-4001	SILVA FRANCISCO	24807 FAY AVE	MORENO V	92551	100.00	10.00	19.80	129.80
75187495002	485103005	684277	DURIO, MARION (OWNR)	24819	FAY AVE	92551-4001	DURIO MARION	24819 FAY AVE	MORENO V	92551	246.92	24.69	48.89	320.50
96212575006	485103013	684277	ONTIVEROS, MARTIN	24915	FAY AVE	92551-4046	ONTIVEROS PAULA E	24915 FAY AVE	MORENO V	92551	332.64	33.26	65.86	431.76
31066595000	486083003	684277	GUZMAN, GUADALUPE (RENT)	25095	FAY AVE	92551-4530	DSCSHB INV	765 N MAIN ST	CORONA C	92880	160.29	16.03	31.74	208.04
31492755004	486082042	684277	HARO, JUAN	25106	FAY AVE	92551-4508	HARO JUAN	25106 FAY AVE	MORENO V	92551	63.96	6.40	12.66	83.02
91193995005	486083004	684277	ANGULO, CARLOS	25107	FAY AVE	92551-4507	ANGULO MARIA M	25107 FAY AVE	MORENO V	92551	332.64	33.26	65.86	431.76
31371675007	486082040	684277	ESPINOZA, JUAN (OWNR)	25130	FAY AVE	92551-4508	ESPINOZA JUAN JOSE	25130 FAY AVE	MORENO V	92551	255.40	25.54	50.57	331.50
31362995009	486082035	684277	TRIGUERO, JOSE J	25188	FAY AVE	92551-4508	TRIGUERO JOSE J	25188 FAY AVE	MORENO V	92551	255.40	25.54	50.57	331.50
86280023001	486102020	684277	HOLLINS, TIMOTHY (RENT)	25304	FAY AVE	92551-4568	GLEED MARK	25304 FAY AVE	MORENO V	92551	90.17	9.017	17.85	117.04
31329485005	486103016	684277	SOLORZANO, JANET (OWNR)	25315	FAY AVE	92551-4570	SOLORZANO SAULO MISAEL	25315 FAY AVE	MORENO V	92551	63.96	6.40	12.66	83.02
31266185002	486102027	684277	BORBOA, BRENDA	25388	FAY AVE	92551-4568	PUENTE MARIO	25388 FAY AVE	MORENO V	92551	465.12	46.51	92.09	603.72
97612125001	486102028	684277	MATSUEDA, RYUKO	25402	FAY AVE	92551-4510	MATSUEDA RYUKO	25402 FAY AVE	MORENO V	92551	246.92	24.69	48.89	320.50
31505525002	486103008	684277	VILLASENOR, FILIBERTO	25413	FAY AVE	92551-4509	MARTINEZ LEONARDO	25413 FAY AVE	MORENO V	92551	127.77	12.78	25.30	165.84
90241605005	486103002	684277	LOPEZ, MARIO (RENT)	25485	FAY AVE	92551-4509	AVILA MIGUEL G	3010 LINDA DR	OCEANSID	92056	177.59	17.76	35.16	230.50
31099885000	259371008	684277	AGUIRRE, DANNY AND DIANE	22760	FEATHERBROOK CT	92557-1808	AGUIRRE DANIEL J	22760 FEATHERBROOK CT	MORENO V	92553	332.40	33.24	65.82	431.44
91840165005	479563011	684277	LINGLE-VELASQUEZ, BRENDA	13077	FELISA ST	92553-6870	VELASQUEZ CIRILO	13077 FELISA ST	MORENO V	92553	332.40	33.24	65.82	431.44
97603455000	488232009	684277	BARBER, GERRY AND LESLIE (OWN	12155	FENIMORE DR	92555-5411	BARBER GERRY W	12155 FENIMORE DR	MORENO V	92555	332.16	33.216	65.77	431.14
95054005003	482441025	684277	NAU, LANI	14106	FENNER CT	92553-6753	NAU LANI MELE	14106 FENNER CT	MORENO V	92553	255.29	25.53	50.55	331.36

58665955001	482482015	684277	IBARRA, ELIZABETH (RENT)	14121	FENNER CT	92553-6754	IBARRA OCTAVIO	14121 FENNER CT	MORENO V	92553	332.64	33.26	65.86	431.76
92645243001	474461010	684277	FARLEY, EMILY (OWNR)	10827	FENTON RD	92557-4037	FARLEY EMILY C	11105 PIONEER RIDGE RD	MORNEO V	92557	205.29	20.53	40.65	266.46
95696935006	474461011	684277	PONCE, ALFREDO AND EDITH	10843	FENTON RD	92557-4037	PONCE JORGE A	10843 FENTON RD	MORENO V	92557	140.98	14.10	27.91	182.98
90107413008	474452002	684277	EVANS, TRACY	10920	FENTON RD	92557-4038	LOUDEN	5440 TRABUCO RD STE H2001	IRVINE CA	92620	409.51	40.95	81.08	531.54
74617565004	474451004	684277	MORRIS, KEVIN	10953	FENTON RD	92557-4039	MORRIS KEVIN	10953 FENTON RD	MORENO V	92557	255.40	25.54	50.57	331.50
75108815001	474452005	684277	WILLIAMS, GEORGE	10972	FENTON RD	92557-4038	WILLIAMS GEORGE TODD	10972 FENTON RD	MORENO V	92557	72.73	7.27	14.40	94.40
96595005004	479453012	684277	MARKS, DEBRA	25529	FERNBUSH ST	92553-6830	MARKS NICK	25529 FERNBUSH ST	MORENO V	92553	332.16	33.216	65.77	431.14
93731295007	487411017	684277	FESTE, DARLA K	26147	FERNDALE CT	92555-6827	FESTE YVONNE M	26147 FERNDALE CT	MORENO V	92555	332.40	33.24	65.82	431.44
88380223005	482412010	684277	MARTINEZ, ROSARIO (RENT)	24591	FERNDELL ST	92553-5714	ROLLING RIDGE APRIL	17843 COLIMA RD	ROWLAND	91748	55.12	5.51	10.91	71.54
31367305003	482413003	684277	MAYNEZ, JOSE	24676	FERNDELL ST	92553-3989	ANDRADE LAURA	24676 FERNDELL ST	MORENO V	92553	255.29	25.53	50.55	331.36
52510385005	482413005	684277	CHAVEZ, GABRIEL	24724	FERNDELL ST	92553-3991	MARTINEZ IRINEO	24724 FERNDELL ST	MORENO V	92553	255.40	25.54	50.57	331.50
94029775004	482413008	684277	VALENCIA, GEORGE	24744	FERNDELL ST	92553-3991	VALENCIA GEORGE	24744 FERNDELL ST	MORENO V	92553	255.29	25.53	50.55	331.36
88488955002	260331023	684277	DARDEN, DENISE	10225	FERNLEAF DR	92557-2848	MATTHEWS GREGORY ALLEN	10225 FERNLEAF DR	MORENO V	92557	255.29	25.53	50.55	331.36
94303865004	475312010	684277	LADESMA, OSCAR	11141	FERNVIEW PL	92557-5112	LEDESMA OSCAR	11141 FERNVIEW PL	MORENO V	92557	255.29	25.53	50.55	331.36
55680215009	475312015	684277	PINEDA, JOSE (RENT)	11221	FERNVIEW PL	92557-5112	ELLSTROM MERVIN L	26830 CHARLES CT	MORENO V	92555	25.93	2.593	5.13	38.64
75414465006	475312001	684277	CASTILLO, MARIBEL (OWNR)	11238	FERNVIEW PL	92557-5111	CASTILLO MARIBEL	11238 FERNVIEW PL	MORENO V	92557	63.96	6.40	12.66	83.02
93534375008	487502012	684277	WILLIAMS, EDWARD AND PRISCILL	26347	FIELD ST	92555-2549	WILLIAMS EDWARD A	26347 FIELD ST	MORENO V	92555	332.64	33.26	65.86	431.76
97261113009	487500011	684277	RUIZ, AUGUSTINE	26455	FIELD ST	92555-2551	RUIZ AGUSTIN	26455 FIELD ST	MORENO V	92555	255.29	25.53	50.55	331.36
31483085004	487500013	684277	DEL LA CRUZ, GLORIA	26479	FIELD ST	92555-2551	WILLIAMS THEODORE THOMAS	26479 FIELD ST	MORENO V	92555	255.18	25.518	50.53	331.22
97122745001	296112037	684277	FRIAS, DESERI	13300	FIELDCREST CT	92553-3215	DUARTE DEAN MICHAEL	13300 FIELDCREST CT	MORENO V	92553	71.04	7.10	14.07	92.20
92436955005	296112045	684277	DANIELS, TRAISHA (RENT)	13351	FIELDCREST CT	92553-3214	CARDENAS IGNACIO M	2501 E GUASTI RD	ONTARIO	91761	117.32	11.73	23.23	152.28
70190325007	296123023	684277	JOHNSON, SHANE	13435	FIELDCREST CT	92553-3217	JOHNSON ROBERTA L	13435 FIELDCREST CT	MORENO V	92553	255.29	25.53	50.55	331.36
31649315002	484181020	684277	ROMERO, HECTOR	25763	FIGWOOD WAY	92553-2927	ORTEGA ELSA E	25763 FIGWOOD WAY	MORENO V	92553	255.29	25.53	50.55	331.36
97533125009	484182010	684277	HOLMES, TOREY	25834	FIGWOOD WAY	92553-4941	MORENO FERNANDO	25834 FIGWOOD WAY	MORENO V	92553	255.29	25.53	50.55	331.36
31102235009	484181014	684277	MARTINEZ, ARTHUR	25847	FIGWOOD WAY	92553-4928	MARTINEZ ARTHUR A	25847 FIGWOOD WAY	MORENO V	92553	65.56	6.56	12.98	85.08
31222795007	485211001	684277	BARNETT, LOUIS	24294	FIJI DR	92551-6937	BARNETT LOUIS SIDNEY ESTATE OF	24294 FIJI DR	MORENO V	92551	255.29	25.53	50.55	331.36
88112345007	485213006	684277	WRIGHT JR, EUGENE	24317	FIJI DR	92551-6938	BANKOLE SHARILYN R	24317 FIJI DR	MORENO V	92551	332.64	33.26	65.86	431.76
97922615001	485213005	684277	BLACKBURN, LYNNE	24325	FIJI DR	92551-6938	BLACKBURN CHARLES G	24325 FIJI DR	MORENO V	92553	255.29	25.53	50.55	331.36
93671325009	485213002	684277	TREJO, LISA	24353	FIJI DR	92551-6938	TREJO LISA	24353 FIJI DR	MORENO V	92551	255.29	25.53	50.55	331.36
75155785008	485212019	684277	AGUILAR, DEBRA	24389	FIJI DR	92551-6940	AGUILAR FERNANDO	24389 FIJI DR	MORENO V	92551	191.66	19.17	37.95	248.76
95313255000	485212001	684277	PEARROW, SHARON	24390	FIJI DR	92551-6939	PEARROW MITCH	24390 FIJI DR	MORENO V	92551	91.66	9.17	18.15	118.96
31261575001	485212004	684277	NELSON, MAGGIE	24426	FIJI DR	92551-6939	TRAINOR DONNA M	28530 FOREST OAKS WAY	MORENO V	92555	255.40	25.54	50.57	331.50
50493935001	485212007	684277	GONZALEZ, JAVIER	24462	FIJI DR	92551-6941	GONZALEZ JAVIER	24462 FIJI DR	MORENO V	92551	59.10	5.91	11.70	76.7
92492855009	485053019	684277	JONES, VERNON (RENT)	24406	FILAREE AVE	92551-3635	REN SHAN	24373 STACEY AVE	MORENO V	92551	57.39	5.74	11.36	74.48
77534765006	485054007	684277	JUAREZ, PHYLLIS AND JAIME (REN	24465	FILAREE AVE	92551-3636	CHRISTENSEN CONSTANCE	24465 FILAREE AVE	MORENO V	92551	308.48	30.85	61.08	400.4
98224665010	485053025	684277	DEL RIO, JOSE LUIS AND MARIA (	24466	FILAREE AVE	92551-3635	DELRIO JOSE LUIS	24466 FILAREE AVE	MORENO V	92551	190.29	19.03	37.68	246.98
97280535001	485054008	684277	MCGINNIS, GREGORY	24475	FILAREE AVE	92551-3636	MCGINNIS GREGORY	P O BOX 7036	MORENO V	92552	255.18	25.518	50.53	331.22
31607895008	485053028	684277	PEARSON, HELEN (RENT)	24496	FILAREE AVE	92551-3635	THAVIXAY SOUNTHONE	14341 TRADEWINDS PL	MORENO V	92555	63.63	6.363	12.60	82.58
31298805005	485074004	684277	SPIGNER, DENISE	24568	FILAREE AVE	92551-4015	SPIGNER WILLIAM H	24568 FILAREE AVE	MORENO V	92551	255.29	25.53	50.55	331.36
31066495001	485074005	684277	HENARD, MYRNA	24584	FILAREE AVE	92551-4015	HENARD MYRNA E	24584 FILAREE AVE	MORENO V	92551	409.51	40.95	81.08	531.54
95816325008	486081005	684277	JIMENEZ, ADRIANA	25094	FILAREE AVE	92551-4503	JIMENEZ JOSE LUIS	25094 FILLAREE AVE	MORENO V	92553	255.29	25.53	50.55	331.36
90361695002	486082005	684277	PORTER, BETTY	25119	FILAREE AVE	92551-4511	PORTER BETTY L	25119 FILAREE AVE	MORENO V	92551	182.99	18.30	36.23	237.52
96741635002	486081009	684277	RAMIREZ, ARMANDO (RENT)	25140	FILAREE AVE	92551-4577	GONZALEZ VICTOR	24022 ELROND	LAKE FORE	92630	63.96	6.40	12.66	83.02
90725675002	486081018	684277	ZARAGOZA, MIROSLAVA (RENT)	25248	FILAREE AVE	92551-4578	DGM PEARCE	645 E VERDUGO AVE	BURBANK	91501	225.14	22.51	44.58	292.22
65866175000	486082017	684277	DAVISON, MELISSA (RENT)	25261	FILAREE AVE	92551-4579	FEDERAL NATL MORTGAGE ASSN	14523 SW MILLIKAN NO 200	BEAVERTO	97005	255.29	25.53	50.55	331.36
91714033000	486102014	684277	HERNANDEZ, DAVID	25339	FILAREE AVE	92551-4583	HERNANDEZ DAVID	25339 FILAREE AVE	MORENO V	92551	332.16	33.216	65.77	431.14
91662435007	486102011	684277	SORIANO, PEDRO AND MARGARIT	25375	FILAREE AVE	92551-4583	SORIANO MARGARITA	25375 FILAREE AVE	MORENO V	92551	75.29	7.529	14.91	97.72
85941195003	486102005	684277	BAYLOR, DAVID	25449	FILAREE AVE	92551-4513	HILKEY HERMAN E	23196 GLENDORA DR	GRAND TE	92313	167.04	16.70	33.07	216.80
95489195001	486101017	684277	NEGRON, MARIA	25486	FILAREE AVE	92551-4514	NEGRON PEDRO	25486 FILAREE AVE	MORENO V	92551	128.03	12.80	25.35	166.18
90008843008	308490010	684277	REYES, JOSE (OWNR)	26207	FILLY LN	92555-3355	REYES GONZALEZ JOSE	26207 FILLY LN	MORENO V	92555	53.86	5.39	10.66	69.90
31146425006	308490011	684277	ROMERO, SALVADOR	26223	FILLY LN	92555-3355	ROMERO SALVADOR	26223 FILLY LN	MORENO V	92555	332.40	33.24	65.82	431.44
55832375002	304401022	684277	GRAY, CREASY	27074	FINA CT	92555-4957	SMITH MANG PHAN	27074 FINA CT	MORENO V	92555	255.40	25.54	50.57	331.50
31243805001	482342019	684277	COTTO, MICHAEL (RENT)	24132	FINLEY DR	92553-3529	SMITH DENNIS	25350 SANTIAGO DR SPC 81	MORENO V	92551	219.03	21.90	43.37	284.30
91784753001	482343006	684277	COLLINS, DEBRA	24211	FINLEY DR	92553-3551	COLLINS DEBORAH LOUISE	24211 FINLEY DR	MORENO V	92553	332.16	33.216	65.77	431.14
64603365008	482342026	684277	ROSALES, ROBERT (RENT)	24244	FINLEY DR	92553-3546	24244 FINLEY DRIVE TRUST	231 E ALESSANDRO BL NO A	RIVERSIDE	92508	126.78	12.678	25.10	164.56
97643035005	482342028	684277	WILLIAMS, BETTY (RENT)	24276	FINLEY DR	92553-3546	LOUDEN	5440 TRABUCO RD NO H200	IRVINE CA	92620	68.27	6.83	13.52	88.60
85664695006	482314002	684277	PINTO, LUZ (RENT)	24308	FINLEY DR	92553-3533	DIAZ CARLOS AUGUSTO	24308 FINLEY DR	MORENO V	92553	255.40	25.54	50.57	331.50
91858243001	482313023	684277	PINEDA, ADOLFO (RENT)	24343	FINLEY DR	92553-3532	RIVAS HILDA F	26627 QUARTZ RD	MORENO V	92555	191.77	19.18	37.97	248.90
68157285008	481130033	684277	AVILA, ISIDRO AND HILDA	24134	FIR AVE	92553-2842	SANCHEZ ROBERTO	24134 FIR AVE	MORENO V	92553	255.40	25.54	50.57	331.50
76154675003	481130020	684277	MANZANO, GABRIAEL	24162	FIR AVE	92553-2842	MANZANO GABRIEL	24162 FIR AVE	MORENO V	92553	509.04	50.904	100.79	660.72
55972825002	481150033	684277	MARISCAL, ROSIE (RENT)	24268	FIR AVE	92553-2843	TORRES MARIA PERALTA	24264 FIR AVE	MORENO V	92553	524.54	52.45	103.86	680.84
85820705002	481150031	684277	MONTES, RUBEN	24276	FIR AVE	92553-2843	ALVAREZ RENE	12171 ORANGEMONT	RIVERSIDE	92503	255.29	25.53	50.55	331.36
92004615003	481150017	684277	DURAN, JULIO (OWNR)	24460	FIR AVE	92553-3110	DURAN JULIO C	24460 FIR AVE	MORENO V	92553	190.70	19.07	37.76	247.52
95805845002	481240013	684277	CHAVEZ, HECTOR (OWNR)	24465	FIR AVE	92553-2840	CHAVEZ HECTOR	24465 FIR AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31572545008	481171036	684277	REYES, SABINO AND MINERVA	24594	FIR AVE	92553-3742	REYES SABINO	24594 FIR AVE	MORENO V	92553	75.29	7.53	14.91	97.72

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92845115004	481171035	684277	MARTINEZ, FLORENCIO (OWNR)	24602	FIR AVE	92553-3710	MARTINEZ FLORENCIO	24602 FIR AVE	MORENO V	92553	255.18	25.518	50.53	331.22
72029475003	481223014	684277	SMITHSON, PATRICIA	24657	FIR AVE	92553-9305	SMITHSON PATRICIA A	P O BOX 101	CANYON L	92587	55.18	5.518	10.93	71.62
84349765000	481223019	684277	VAZQUEZ, IRMA (RENT)	24719	FIR AVE	92553-9309	VILLALTA FABIO	5255 MCGILL RD	ANDERSON	29626	382.99	38.30	75.83	497.12
97452315002	481171026	684277	PEIKERT, JOHN	24730	FIR AVE	92553-9308	PEIKERT JOHN W	24730 FIR AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31224675008	481200010	684277	VALENCIA, ROSALIA	24893	FIR AVE	92553-3712	GUILD MORTGAGE CO	9140 GRAMERCY DR	SAN DIEGO	92123	255.29	25.53	50.55	331.36
81175825000	481200043	684277	RIVERA, CORTNEY (RENT)	24921	FIR AVE	92553-9317	HEIM WILLIAM A	P O BOX 8183	REDLANDS	92375	232.27	23.23	45.99	301.48
91310083006	479261006	684277	CARILLO, DAISY (RENT)	25175	FIR AVE	92553-2312	CARILLO ALICIA	25175 FIR AVE	MORENO V	92553	255.40	25.54	50.57	331.50
87370285004	479261004	684277	SANCHEZ, LIBERTY	25205	FIR AVE	92553-4120	SANCHEZ CESAR G	25205 FIR AVE	MORENO V	92553	127.92	12.792	25.33	166.04
67910595006	479261003	684277	MARIN, CARLOS	25219	FIR AVE	92553-4120	MARIN CARLOS	25219 FIR AVE	MORENO V	92553	255.29	25.53	50.55	331.36
93070705004	479261001	684277	ORTEGA, TR	25243	FIR AVE	92553-4120	PEREZ MIGUEL	25243 FIR AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31197755009	479272001	684277	ANGUIANO, STELLA AND ALFRED	25253	FIR AVE	92553-4120	GARCIA STELLA	25253 FIR AVE	MORENO V	92553	191.12	19.11	37.84	248.06
94154215008	479062023	684277	HERNANDEZ, ELIZABETH	25318	FIR AVE	92553-4192	VIVEROS ANTONIO	25318 FIR AVE	MORENO V	92553	195.05	19.505	38.62	253.16
64713665002	479062019	684277	NOYLES, GERALD	25374	FIR AVE	92553-4192	YOUNG LILLIAN LEWIS	25374 FIR AVE	MORENO V	92553	191.66	19.17	37.95	248.76
31291045000	479062018	684277	MORA, OSCAR	25388	FIR AVE	92553-4192	MORA FILIBERTO	25388 FIR AVE	MORENO V	92553	255.18	25.518	50.53	331.22
67349255008	479391030	684277	ROQUE, TERESA AND JOSE (OWNR	25401	FIR AVE	92553-4123	ROGUE JOSE	25401 FIR AVE	MORENO V	92553	255.29	25.53	50.55	331.36
55579495004	479391022	684277	QURESHI, NAEEM AND ANIS (OWN	25451	FIR AVE	92553-4123	QURESHI MOHAMMAD NAEEM	25451 FIR AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31245245004	479351001	684277	CARLISLE, DELISA (RENT)	25513	FIR AVE	92553-4750	CARDENAS MIGUEL	25513 FIR AVE	MORENO V	92553	123.31	12.331	24.42	160.04
93122895003	479351002	684277	ORDAZ, ADRIANNA	25525	FIR AVE	92553-4750	ROBLEDO RAFAEL	25525 FIR AVE	MORENO V	92553	255.29	25.53	50.55	331.36
67767595000	479361002	684277	TYLER, BOBBY (OWNR)	25532	FIR AVE	92553-4749	TYLER DENISE C	25532 FIR AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31242935006	479351004	684277	NUNEZ,JOSE	25553	FIR AVE	92553-4750	NUNEZ BALTAZAR	25553 FIR AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31206975002	479361005	684277	FLINT, MARY	25592	FIR AVE	92553-4749	TAN ANGELA L	25592 FIR AVE	MORENO V	92553	255.40	25.54	50.57	331.50
96419165003	479352026	684277	BERNABE, JAVIER	25703	FIR AVE	92553-4737	BERNABE JAVIER	25703 FIR AVE	MORENO V	92553	45.40	4.54	8.99	58.92
31623725001	479541014	684277	ARREDONDO, CRISTINA (RENT)	25775	FIR AVE	92553-4737	IPPOLITO SHARON	25770 DAPHNE CT	MORENO V	92553	255.40	25.54	50.57	331.50
90609443007	479402001	684277	THOMPSON, CHRISTINA	25834	FIR AVE	92553-4703	BROWN CLARK	25834 FIR AVE	MORENO V	92553	409.88	40.99	81.16	532.02
93824595007	479411021	684277	ABARCA, CHRISTOPHER (OWNR)	25888	FIR AVE	92553-4736	ABARCA CHRISTOPHER	25888 FIR AVE	MORENO V	92553	255.40	25.54	50.57	331.50
83653695001	479544009	684277	JOHNSON, RAQUEL	25901	FIR AVE	92553-4795	JOHNSON DARREL	25901 FIR AVE	MORENO V	92553	255.29	25.53	50.55	331.36
58904315009	479544006	684277	CENTENO, IRIS	25937	FIR AVE	92553-4795	VALDIVIA LAURENCIO	25937 FIR AVE	MORENO V	92553	126.62	12.66	25.07	164.34
92967685006	479544005	684277	MOORE, GAIL	25949	FIR AVE	92553-4795	ESSLEY SHARONDA DESAWN	25949 FIR AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31264005005	479411014	684277	BROOKS, ANDREDA	25986	FIR AVE	92553-4702	THAI DONG VIEN	1710 E AUTUMN	WEST COV	91791	136.42	13.64	27.01	177.06
72919045006	479544001	684277	ROQUENMORE, CHANTEL (RENT)	25997	FIR AVE	92553-4795	BROWN SHARON	26718 AZALEA ST	MORENO V	92555	52.02	5.202	10.30	67.52
95917105000	487281001	684277	COLEMAN, SUSAN	26211	FIR AVE	92555-2208	COLEMAN SUSAN J	26211 FIR AVE	MORENO V	92555	255.18	25.518	50.53	331.22
97936735006	487281004	684277	PINADO, CARLOS (RENT)	26241	FIR AVE	92555-2208	ORTIZ FRANCISCO J	26241 FIR AVE	MORENO V	92555	133.10	13.31	26.35	172.76
74582725007	487290003	684277	ZERMENO, GUADALUPE	26315	FIR AVE	92555-2211	ZERMENO GUADALUPE	26315 FIR AVE	MORENO V	92555	255.29	25.53	50.55	331.36
87123283007	487230002	684277	JOHNSON, BRENDA	26576	FIR AVE	92555-3522	NGUYEN TONY MINH MAU	26576 FIR AVE	MORENO V	92555	255.18	25.518	50.53	331.22
95020415008	487243015	684277	COLEY-WALK, LINDA	26728	FIR AVE	92555-3537	COLEY WALK LINDA	26728 FIR ST	MORENO V	92555	255.18	25.518	50.53	331.22
87062593002	487560007	684277	DE LEON, CARMELITA	26824	FIR AVE	92555-3537	DELEON CARMELITA M	26824 FIR AVE	MORENO V	92555	255.40	25.54	50.57	331.50
31055625007	488340003	684277	CROSIER, LARRY	28855	FIR AVE	92555-6701	CROSIER LARRY F	11750 CARLY CT	RIVERSIDE	92503	332.40	33.24	65.82	431.44
31055625012	479544008	684277	GALLEGOS, AUGUSTINA (RENT)	25913	FIR AVE	92553-4795	X	#REFI	#REFI	#REFI	172.21	17.221	34.10	223.52
31621215002	481223033	684277	DAVIS FAMILY TRUST (OWNR) APT	24667	FIR AVE UNIT 02	92553-9351	CATALINA ENTERPRISES	P O BOX 43	RIVERSIDE	92502	1,021.60	102.16	202.28	1326.02
70318925008	308383017	684277	KAYOMI, RICHARD (RENT)	15539	FIREROCK LN	92555-2970	NGUYEN QUY VINH	4400 ELDER AVE	SEAL BEAC	90740	255.40	25.54	50.57	331.50
91044245008	485194006	684277	NAVARRO, IDA (RENT)	24277	FITZ ST	92551-7622	ALEGRIA HUMBERTO	24277 FITZ ST	MORENO V	92551	240.84	24.084	47.69	312.6
31506235001	485195030	684277	JUAREZ, GEORGINA	24286	FITZ ST	92551-5116	MARIN FRANCISCO	24286 FITZ ST	MORENO V	92551	254.00	25.40	50.29	329.68
31402075006	485194003	684277	CABRERA, JOSE	24305	FITZ ST	92551-5115	CABRERA JOSE	24305 FITZ ST	MORENO V	92551	255.29	25.53	50.55	331.36
66610185009	485194002	684277	JIMENEZ, ISIDRO	24313	FITZ ST	92551-5115	JIMENEZ ISIDRO	24313 FITZ ST	MORENO V	92551	255.18	25.518	50.53	331.22
92969455000	485194001	684277	LOZANO, MANUEL J	24323	FITZ ST	92551-5115	LOZANO DIANA D	24323 FITZ ST	MORENO V	92551	255.29	25.53	50.55	331.36
31636315009	485195036	684277	FANO, BEN	24334	FITZ ST	92551-7612	KLAU MARC H	24334 FITZ ST	MORENO V	92551	204.63	20.463	40.52	265.6
73756125004	485193014	684277	CONTRERAS, ALICIA (RENT)	24341	FITZ ST	92551-7606	LY THANH KIEN	10356 SCHMIDT RD	SOUTH EL	91733	50.98	5.10	10.09	66.16
60852315006	485195038	684277	WILLIAMS, ROBERT (OWNR)	24348	FITZ ST	92551-7612	WILLIAMS ROBERT	24348 FITZ ST	MORENO V	92551	255.40	25.54	50.57	331.50
31557565004	485193009	684277	ROSS, DEBORAH (RENT)	24385	FITZ ST	92551-7606	ARRINGTON ANTHONY	PO BOX 9615	MORENO V	92552	63.63	6.363	12.60	82.58
31099965003	485193007	684277	ORTIZ, STEPHANIE (RENT)	24403	FITZ ST	92551-7623	VIA PAUL	24403 FITZ ST	MORENO V	92551	255.40	25.54	50.57	331.50
31470205006	479280001	684277	WANDER, GEORGIA AND CAMPBE	13986	FLAMING ARROW DR	92553-4331	WANDER GEROGIA	P O BOX 7691	MORENO V	92552	255.40	25.54	50.57	331.50
73601055006	484072019	684277	GONZALEZ, REYNA (RENT)	14130	FLAMINGO BAY LN	92553-2911	SANTANA DANIEL	4790 JACKSON ST APT 121	RIVERSIDE	92503	255.29	25.53	50.55	331.36
31151565006	484072020	684277	AMES, JEREMY	14140	FLAMINGO BAY LN	92553-2911	AMES JEREMY M	14140 FLAMINGO BAY LN	MORENO V	92553	332.64	33.26	65.86	431.76
93900385009	484071012	684277	BOWEN, SHERRI (RENT)	14151	FLAMINGO BAY LN	92553-2912	JUMA MARY	9150 SANTA BARBARA DR	RIVERSIDE	92508	191.77	19.18	37.97	248.90
31628365005	484071009	684277	DELGADO, ALFRED	14179	FLAMINGO BAY LN	92553-2912	DELGADO ALFRED	14179 FLAMINGO BAY LN	MORENO V	92553	255.29	25.53	50.55	331.36
87016803004	484072027	684277	WOODS, AHASUERUS	14204	FLAMINGO BAY LN	92553-2911	WOODS AHASUERUS	14204 FLAMINGO BAY LN	MORENO V	92553	332.40	33.24	65.82	431.44
31627025009	484071006	684277	EUBANY, KENNEDY	14205	FLAMINGO BAY LN	92553-2912	EUBANY KENNEDY E	14205 FLAMINGO BAY LN	MORENO V	92553	191.66	19.17	37.95	248.76
51247855006	292230014	684277	LOPEZ, MARTIN C	23610	FLIGHT ST	92553-3004	LOPEZ MARTIN CARMELO	23610 FLIGHT ST	MORENO V	92553	255.29	25.53	50.55	331.36
31565455000	484082008	684277	TORRES, LORENA	25776	FLINT DR	92553-4925	VEGA WILL M	25776 FLINT DR	MORENO V	92553	255.18	25.518	50.53	331.22
92973165003	484082009	684277	ROMANO, YANCY (RENT)	25792	FLINT DR	92553-4925	SOBERANO MIGUEL ROMANO	25792 FLINT DR	MORENO V	92553	22.43	2.243	4.44	29.1
62409175002	484083007	684277	STARR, STEPHANIE (RENT)	25875	FLINT DR	92553-4922	WEE HEE CHOON	1108 CALIFORNIA ST	SAN GABRI	91776	248.88	24.89	49.28	323.04
97197845002	484083004	684277	GARDNER, CURTIS	25907	FLINT DR	92553-2945	GARDNER CURTIS L	25907 FLINT DR	MORENO V	92553	255.29	25.53	50.55	331.36
59336515001	484082018	684277	SABEL, KENNETH	25908	FLINT DR	92553-4923	SABEL KENNETH W	25908 FLINT DR	MORENO V	92553	255.18	25.518	50.53	331.22
71573195000	479501023	684277	MONGE, MAGDALENA	12034	FLINTLOCK TRL	92557-7550	MONGE MAGDALENA	12034 FLINTLOCK TR	MORENO V	92557	231.56	23.156	45.85	300.56
94457435009	479502023	684277	SUTTON, ELENORE	12063	FLINTLOCK TRL	92557-7551	SUTTON ELEANOR	12063 FLINTLOCK TR	MORENO V	92553	255.29	25.53	50.55	331.36

MV00207955

31508935000	479501028	684277	ARELLANO, EFREN	12084	FLINTLOCK TRL	92557-7550	ARELLANO MARIA	12084 FLINTLOCK TR	MORENO V	92557	127.59	12.76	25.26	165.60
31049165006	479501029	684277	SCOTT, NORMA	12094	FLINTLOCK TRL	92557-7550	SCOTT NORMA J	12094 FLINTLOCK TR	MORENO V	92557	332.40	33.24	65.82	431.44
92696915009	487291001	684277	RODRIGUEZ, JOSE	12809	FONTAINEBLEAU DR	92555-2328	URRUTIA ANGEL RODRIGUEZ	12809 FONTAINEBLEAU DR	MORENO V	92555	163.40	16.34	32.35	212.08
31123585001	487291003	684277	MONTEROSO, MYNOR	12829	FONTAINEBLEAU DR	92555-2328	PASILLAS JUAN	12829 FONTAINEBLEAU DR	MORENO V	92555	255.18	25.518	50.53	331.22
96795935005	487291004	684277	WHITE, STANLEY	12839	FONTAINEBLEAU DR	92555-2328	WHITE STANLEY	12839 FONTAINEBLEAU DR	MORENO V	92555	255.29	25.53	50.55	331.36
59309885000	487292008	684277	HOUSE, ANTHONY (OWNR)	12880	FONTAINEBLEAU DR	92555-2329	HOUSE SARA M	12880 FONTAINEBLEAU DR	MORENO V	92555	63.96	6.40	12.66	83.02
88358243007	487292003	684277	FOSTER, FLIDA	12930	FONTAINEBLEAU DR	92555-2332	FOSTER PABLO GERALDO	12930 FONTAINEBLEAU DR	MORENO V	92555	255.40	25.54	50.57	331.50
31298355009	479272002	684277	GILANI, PIERCE Z (OWNR)	12759	FOREMAN AVE	92553-2318	GILANI PIRSYED	P O BOX 9704	MORENO V	92552	151.06	15.11	29.91	196.06
97093925006	479272003	684277	TENORIO, JULIO (OWNR)	12771	FOREMAN AVE	92553-2318	TENORIO JULIO	12771 FOREMAN AVE	MORENO V	92553	302.47	30.25	59.89	392.6
96715935003	479270037	684277	HOOD, GENA	12820	FOREMAN AVE	92553-2320	PADILLA MIGUEL A	20600 S MAIN ST NO 10	CARSON C	90745	125.88	12.59	24.92	163.38
96272405006	479270025	684277	CARDENAS, LORRAINE	12964	FOREMAN AVE	92553-4128	CARDENAS LORRAINE	12964 FOREMAN AVE	MORENO V	92553	255.29	25.53	50.55	331.36
92985985005	479272020	684277	ALI, MARICELA AND LUIS	12985	FOREMAN AVE	92553-4127	ALI LUIS	12985 FOREMAN AVE	MORENO V	92553	128.14	12.81	25.37	166.32
59963915008	304122006	684277	PEARSON, LAURIE AND KEVIN	28319	FOREST OAKS WAY	92555-6312	THOMPSON THEODORE C	14485 CRYSTAL VIEW TER	RIVERSIDE	92508	249.96	25.00	49.49	324.44
31592445007	304122008	684277	TOSTADO, PAT	28339	FOREST OAKS WAY	92555-6314	VASQUEZ MANUEL	28339 FOREST OAKS WAY	MORENO V	92555	255.29	25.53	50.55	331.36
31420655006	304122016	684277	SANDOVAL, JENNY	28419	FOREST OAKS WAY	92555-6318	GUTIERREZ RUBEN G	28419 FOREST OAKS WAY	MORENO V	92555	255.29	25.53	50.55	331.36
31444865002	304121014	684277	KING, THOMAS AND SIMS, DESIRE	28420	FOREST OAKS WAY	92555-6317	KING THOMAS J	28420 FOREST OAKS WAY	MORENO V	92555	102.50	10.25	20.30	133.04
98295795013	304122018	684277	HEALY, THOMAS (OWNR)	28439	FOREST OAKS WAY	92555-6320	HEALY THOMAS J	28439 FOREST OAKS WAY	MORENO V	92555	332.64	33.26	65.86	431.76
31411765002	304121008	684277	SMITH, DIANE	28480	FOREST OAKS WAY	92555-6319	PARK DANIEL H	4111 139TH PL SE	MILL CREE	98012	255.40	25.54	50.57	331.5
93729415006	304121003	684277	TRAINOR, DONNA	28530	FOREST OAKS WAY	92555-6321	TRAINOR DONNA	28530 FOREST OAKS WAY	MORENO V	92555	265.98	26.60	52.66	345.24
31288645000	304450003	684277	WATSON, RHONDA	28578	FOREST OAKS WAY	92555-7014	WATSON STEFAN D	28578 FOREST OAKS WAY	MORENO V	92555	177.94	17.79	35.23	230.96
31393265007	291391008	684277	BURGUENO, YADIRA (RENT)	12236	FORMBY DR	92557-6922	FAULK J RICHARD	79 PALM BEACH CT	DANA POI	92629	255.40	25.54	50.57	331.50
94524875003	475335007	684277	CRANDALL, ROBERT AND LUANNE	24008	FORSYTE ST	92557-5006	CRANDALL ROBERT J	24008 FORSYTE ST	MORENO V	92557	255.29	25.53	50.55	331.36
83355675007	475335002	684277	EVANS, RENEALL (OWNR)	24030	FORSYTE ST	92557-5006	FLOWERS EVANS RENEALL	24030 FORSYTE ST	MORENO V	92557	91.77	9.18	18.17	119.10
31643735007	475341021	684277	SCHMIDT, RYAN	24070	FORSYTE ST	92557-5006	CHUON MICHAEL	6745 LACEY CT	CHINO CA	91710	255.29	25.53	50.55	331.36
91911415002	475342035	684277	GONZALES, CYNTHIA	24103	FORSYTE ST	92557-5009	GONZALES CYNTHIA	24103 FORSYTE ST	MORENO V	92557	332.40	33.24	65.82	431.44
91867655005	475341015	684277	GARIBAY, GRACIANO	24104	FORSYTE ST	92557-5008	GARIBAY GRACIANO	24104 FORSYTE ST	MORENO V	92557	284.20	28.42	56.27	368.88
96993735008	475341014	684277	BLYTH, DOROTHY	24108	FORSYTE ST	92557-5008	BLYTH DOROTHY H	24108 FORSYTE ST	MORENO V	92557	255.29	25.53	50.55	331.36
31179185007	475341013	684277	MONDRAGON, JESSE A	24114	FORSYTE ST	92557-5008	MONDRAGON JESSE	24114 FORSYTE ST	MORENO V	92557	255.29	25.53	50.55	331.36
93789765006	475342039	684277	IGLESIAS, ANDREA (RENT)	24123	FORSYTE ST	92557-5009	AMADOR MARIA	24123 FORSYTE ST	MORENO V	92557	90.19	9.02	17.86	117.06
96993795005	475341010	684277	ROBERTS, VALERIE	24130	FORSYTE ST	92557-5008	THOMPSON NEFORIA R	2029 E KEMPER AVE	SANTA AN	92705	365.70	36.57	72.41	474.66
93041645008	475341008	684277	ACOSTA, GUS	24156	FORSYTE ST	92557-5008	VELOZ LETICIA	24156 FORSYTE ST	MORENO V	92557	218.04	21.80	43.17	283.00
97737795005	316141046	684277	PENUNURI, CHARLES	24756	FORTUNE BAY LN	92551-7435	PENUNURI CHARLES W	24756 FORTUNE BAY LN	MORENO V	92551	255.40	25.54	50.57	331.50
31562375004	316152012	684277	THE MARIA ELENA MUNOZ LIVING	24857	FORTUNE BAY LN	92551-7440	MUNOZ MARIA ELANA TRUST	24857 FORTUNE BAY LN	MORENO V	92551	179.04	17.90	35.45	232.38
90985093004	475300030	684277	THOMPSON, GLENDIA	11924	FOUCH LN	92557-6417	THOMPSON GLENDIA J	11924 FOUCH LN	MORENO V	92557	191.55	19.155	37.93	248.62
31645765005	308513002	684277	PANIKI, CONIDA (RENT)	16711	FOX TROT LN	92555-3351	REEDMAN JAMES D	19685 COUNTRY ROSE	RIVERSIDE	92508	147.86	14.786	29.28	191.92
31406385002	308510001	684277	YOUNGBLOOD, CHANTAY	16720	FOX TROT LN	92555-3352	YOUNGBLOOD CHANTAY	16720 FOX TROT LN	MORENO V	92555	255.18	25.518	50.53	331.22
31262215005	308502013	684277	RAYA, CHRISTIAN (OWNR)	16783	FOX TROT LN	92555-3352	RAYA CHRISTIAN	16783 FOX TROT LN	MORENO V	92555	75.40	7.54	14.93	97.86
31296705000	308502012	684277	HOWARD, STEPHANIE	16799	FOX TROT LN	92555-3352	ANTOINE DURAND	16799 FOX TROT LN	MORENO V	92555	255.29	25.53	50.55	331.36
88666595009	308500002	684277	LOWE, REBECCA	16832	FOX TROT LN	92555-3353	KIM JEAMIN	16832 FOX TROT LN	MORENO V	92555	63.96	6.40	12.66	83.02
92657323009	308490014	684277	ROJAS, JOEL (OWNR)	16912	FOX TROT LN	92555-3354	ROJOS S ESTANY S	16912 FOX TROT LN	MORENO V	92555	541.87	54.19	107.29	703.34
55785395008	292113044	684277	ANDREWS, MICHAEL	12655	FOXDALE DR	92553-5607	ANDREWS MICHAEL JAMES	12655 FOXDALE DR	MORENO V	92553	255.40	25.54	50.57	331.50
94571495004	292113043	684277	BRIGGS, TERINA (RENT)	12669	FOXDALE DR	92553-5607	HONG LILY	17140 LAUREL ST	FOUNTAIN	92708	255.40	25.54	50.57	331.50
31297425007	292111005	684277	HENRY, SUE	12718	FOXDALE DR	92553-5608	MARTINEZ JUAN GARCIA	12718 FOXDALE DR	MORENO V	92553	332.40	33.24	65.82	431.44
31407245000	292122010	684277	STOKES, CLINTON V	12829	FOXDALE DR	92553-5674	NOGUERA OSCAR D	12829 FOXDALE DR	MORENO V	92553	255.29	25.53	50.55	331.36
31429485003	292122009	684277	BANKS, JERRY	12843	FOXDALE DR	92553-5674	BANKS JEREMIAH	12843 FOXDALE DR	MORENO V	92553	249.72	24.97	49.44	324.12
91424075007	292133009	684277	CHAGOLLA, REBECCA	12935	FOXDALE DR	92553-5609	CHAGOLLA STEVE	12935 FOXDALE DR	MORENO V	92553	255.29	25.53	50.55	331.36
31119745006	482263004	684277	FORTNER, AMANDA	14946	FOXSHIELD ST	92553-3914	FORTNER AMANDA E	14946 FOXSHIELD ST	MORENO V	92553	275.50	27.55	54.55	357.58
31454915001	474064003	684277	COOPER, ELICIA (RENT)	25031	FRAN LOU DR	92557-5202	RAMSEY MARJORINE O	115 AVERBECK CT	MADISON	35758	94.52	9.45	18.71	122.68
73377965002	474720007	684277	FLOURNOY, JAMES L	25426	FRAN LOU DR	92557-5213	FLOURNOY JAMES L	25426 FRAN LOU DR	MORENO V	92557	255.18	25.518	50.53	331.22
64678575006	474320009	684277	YOUNG, KIM	25900	FRAN LOU DR	92557-5301	YOUNG KIMBERLY M	25900 FRAN LOU DR	MORENO V	92557	255.29	25.53	50.55	331.36
92371955004	256313013	684277	VAUGHN, STEPHANIE	11589	FRANKHALE RD	92557-8418	VAUGHN STEPHANIE MONIQUE	11589 FRANKHALE RD	MORENO V	92557	98.03	9.80	19.41	127.24
50440985001	474153008	684277	MERCER, KEVIN (RENT)	11835	FRANKLIN ST	92557-6527	AYALA AURORA VALDEZ	16099 EMMA LN	MORENO V	92553	133.17	13.317	26.37	172.84
87309165007	479662044	684277	MANCINAS, RAMON (OWNR)	12051	FRANKLIN ST	92557-7560	MANCINAS RAMON	12051 FRANKLIN ST	MORENO V	92557	255.40	25.54	50.57	331.50
73924885008	479663002	684277	CARILLO, FRANCISCO AND BETTY	12098	FRANKLIN ST	92557-7559	CARRILLO FRANCISCO JAVIER	12098 FRANKLIN ST	MORENO V	92557	255.40	25.54	50.57	331.50
31621515009	475050026	684277	SHEPERD, DEISHAT	24780	FREEDOM CT	92557-5108	MARSHALL REBA	231 ALESSANDRO BLV STE A	RIVERSIDE	92508	540.47	54.05	107.01	701.52
31065735003	475050034	684277	HELMS, GREG	24841	FREEDOM CT	92557-5108	HELMS GREGORY G	24841 FREEDOM CT	MORENO V	92557	332.40	33.24	65.82	431.44
63909305003	316122036	684277	LERMA, MARIANNE (RENT)	24525	FREEPORT DR	92551-7416	DALLIN	5440 TRABUCO RD NO H200	IRVINE CA	92620	255.29	25.53	50.55	331.36
97106295008	316121007	684277	BRADFORD, BEVERLY	24564	FREEPORT DR	92551-7415	BRADFORD BEVERLY D	24564 FREEPORT DR	MORENO V	92551	255.29	25.53	50.55	331.36
98217855014	316121012	684277	CROUCH, TIFFANY (RENT)	24624	FREEPORT DR	92551-7451	DIETZSCH CURTIS	24624 FREEPORT DR	MORENO V	92551	339.71	33.97	67.26	440.94
31493785006	316122026	684277	CASTRO, ALFRED	24657	FREEPORT DR	92551-7417	CASTRO ALFRED N	24657 FREEPORT DR	MORENO V	92551	332.40	33.24	65.82	431.44
90573283008	316121015	684277	SIGALA, FROYLAN (RENT)	24660	FREEPORT DR	92551-7418	GUZMAN EDGAR	24660 FREEPORT DR	MORENO V	92551	255.40	25.54	50.57	331.50
31368215000	316122025	684277	GOVEA, JESSE CHAVEZ	24669	FREEPORT DR	92551-7417	GOVEA JESSE CHAVEZ	24669 FREEPORT DR	MORENO V	92551	255.40	25.54	50.57	331.50
31292145007	316121016	684277	GARCIA, CHRISTINA AND ANGEL	24672	FREEPORT DR	92551-7418	GARCIA JUAN	24672 FREEPORT DR	MORENO V	92551	332.64	33.26	65.86	431.76
31123735000	316121018	684277	KING, CATHERINE (RENT)	24696	FREEPORT DR	92551-7418	SANDBERG DANIELLE C	24696 FREEPORT DR	MORENO V	92551	255.40	25.54	50.57	331.50
31129845004	316121021	684277	ARROYO, MYNOR (OWNR)	24726	FREEPORT DR	92551-7454	ARROYO MYNOR RAUL ALAS	24726 FREEPORT DR	MORENO V	92551	205.40	20.54	40.67	266.60

31477205001	316121023	684277	ROSS, CHRISTOPHER	24746	FREEPORT DR	92551-7454	ROSS CHRISTOPHER	24746 FREEPORT DR	MORENO V	92551	201.13	20.113	39.82	261.06
94795765002	484083003	684277	STUGARD, SHAUNDRENNE (RENT)	25878	FRESCA DR	92553-4951	JENKINS RALPH G	25878 FRESCA DR	MORENO V	92553	142.24	14.22	28.16	184.62
94738345001	484083001	684277	CAMPOS, MARCOS	25906	FRESCA DR	92553-4951	CAMPOS MARCOS	25906 FRESCA DR	MORENO V	92553	147.29	14.729	29.16	191.18
70975735005	479651013	684277	RICHERDSON, BESSIE	25528	FRUIT TREE ST	92553-4807	CUMMINGS ROBIN R	25528 FRUIT TREE ST	MORENO V	92553	255.29	25.53	50.55	331.36
91023775000	479652012	684277	PINHEIRO, CARMEN (RENT)	25549	FRUIT TREE ST	92553-4820	BORDY RICHARD E	46 HEMLOCK DR	BELLEVILLE	62221	235.49	23.55	46.63	305.66
98217815013	479651008	684277	GRAZIANO, JONATHAN (OWNR)	25580	FRUIT TREE ST	92553-4807	GRAZIANO MICHAEL J & KATHLEEN O LI	25580 FRUIT TREE ST	MORENO V	92553	255.40	25.54	50.57	331.50
31593965005	312281003	684277	GUERRA, ALFONSO	25978	FUENTE CT	92551-6320	DEUTSCHE BANK NATL TRUST CO	1800 TAPO CANYON SV2202	SIMI VALLE	93063	255.40	25.54	50.57	331.50
53779655008	312281001	684277	SALENGA, BERNADETTE	25994	FUENTE CT	92551-6320	SALENGA BERNADETH	25994 FUENTE CT	MORENO V	92551	191.77	19.18	37.97	248.90
31447665007	485161004	684277	JAMES, KATRINA	15379	FUGATE CT	92551-3617	WEBB GEORGE	401 COLUMBUS CIR	CORONA D	92625	304.87	30.49	60.36	395.72
97224025006	485161010	684277	REYNOLDS, THELMA	15438	FUGATE CT	92551-3619	REYNOLDS THELMA	15438 FUGATE CT	MORENO V	92551	255.29	25.53	50.55	331.36
31291915007	485161011	684277	ABEL, TIM	15446	FUGATE CT	92551-3619	ABELL TIMOTHY R	15446 FUGATE CT	MORENO V	92551	255.29	25.53	50.55	331.36
94192135005	485163014	684277	BELT, JUDITH AND TIBOR	15461	FUGATE CT	92551-3618	BELT TIBOR	15461 FUGATE CT	MORENO V	92551	255.29	25.53	50.55	331.36
31142095004	485042027	684277	GARCIA, MARIA PONCE (RENT)	24300	GABRIEL ST	92551-3639	FUENTES JESUS	24300 GABRIEL ST	MORENO V	92551	255.40	25.54	50.57	331.50
51254195001	485052001	684277	WEATHERSPOON, DEANNA (RENT	24311	GABRIEL ST	92551-3640	FLOWERS MICHAEL P	2735 CAMDEN PL	SANTA AN	92704	403.86	40.39	79.96	524.20
31117825003	485052007	684277	HALE, JAMES	24377	GABRIEL ST	92551-3640	COURTNEY JOHNNIE MAE	24377 GABRIEL ST	MORENO V	92551	332.64	33.26	65.86	431.76
31656855003	485051009	684277	LARA, DANILO	24390	GABRIEL ST	92551-3639	LARA ESPERANZA ELODIA	24390 GABRIEL ST	MORENO V	92551	326.45	32.65	64.64	423.72
62207915005	485052008	684277	FISHER, STACEY (RENT)	24393	GABRIEL ST	92551-3640	TRAN HA	23331 RIDGELINE RD	DIAMOND	91765	222.55	22.255	44.06	288.86
62831335004	485052015	684277	WILSON-FUQUA, VARDA (RENT)	24489	GABRIEL ST	92551-3641	MALIK IDREES	20515 REGAL OAK DR	YORBA LIN	92886	191.77	19.18	37.97	248.90
86050445000	485052016	684277	RAMIREZ, ANGEL (RENT)	24499	GABRIEL ST	92551-7677	MEAN RASSY V	24499 GABRIEL ST	MORENO V	92551	111.02	11.102	21.98	144.1
31061455000	485052018	684277	RAMIREZ, LINDA	24515	GABRIEL ST	92551-3647	CARRILLO JOSE G AGUILAR	24515 GABRIEL ST	MORENO V	92551	255.40	25.54	50.57	331.50
91948675009	485052021	684277	HERRERA, ZABRINA	24539	GABRIEL ST	92551-3647	HERRERA GABRIEL R	24539 GABRIEL ST	MORENO V	92551	255.40	25.54	50.57	331.50
31209525001	485052026	684277	AGUILAR, ABRAHAM (OWNR)	24579	GABRIEL ST	92551-3647	SANCHEZ VIOLETA SUAZO	24579 GABRIEL ST	MORENO V	92551	105.40	10.54	20.87	136.80
87289535004	256291027	684277	METOYER, RAKIESHA	21231	GALLANT FOX DR	92557-8306	FURRHA SALEM	16622 CATALONIA	RIVERSIDE	92504	81.94	8.19	16.22	106.34
96094225002	308512002	684277	LORENZANA, LINDA (OWNR)	26011	GALT WAY	92555-3340	JIMENEZ JUAN CARLOS M	26011 GALT WAY	MORENO V	92555	255.40	25.54	50.57	331.50
56292675005	482462018	684277	PAYAN, ANNETTE	14150	GALVIN CT	92553-3997	PAYAN RICHARD	28548 EAGLE STT	MORENO V	92555	255.40	25.54	50.57	331.50
56299855002	482462022	684277	GOMEZ, FERNANDO (OWNR)	14222	GALVIN CT	92553-3997	MENDEZ AMPARO LINARES	14222 GALVIN CT	MORENO V	92553	255.40	25.54	50.57	331.50
76201185005	482462023	684277	MAYES, ROBERT	14240	GALVIN CT	92553-3997	MAYES ROBERT LEE	14240 GALVIN CT	MORENO V	92553	255.29	25.53	50.55	331.36
31554595005	292111027	684277	GODEA, GEORGINA (RENT)	23683	GAMMA ST	92553-5636	DUONG TUAN	16135 PALOMINO LN	MORENO V	92551	37.75	3.78	7.47	48.98
67348155001	292112006	684277	ORTEGA, ADRIANA (RENT)	23694	GAMMA ST	92553-5675	AGUAYO LUIS E	26340 MOUNTAIN RANCH RD	MORENO V	92555	159.35	15.94	31.55	206.82
92835263003	292112007	684277	PENA, ANGELITA	23700	GAMMA ST	92553-5635	MARTINEZ ORLANDO	23700 GAMMA ST	MORENO V	92553	255.29	25.53	50.55	331.36
31395125002	292152005	684277	SHUKLA, PRAVIN	23750	GAMMA ST	92553-5635	SHUKLA NILESH	23750 GAMMA ST	MORENO V	92553	255.29	25.53	50.55	331.36
31269725003	292151021	684277	BENITO, SAL	23927	GAMMA ST	92553-5638	BENITO SAL	23927 GAMMA ST	MORENO V	92553	255.40	25.54	50.57	331.50
66913205003	292201004	684277	JONES, CHARLOTTE	23570	GARY CT	92557-8164	JONES ARTHUR T	23570 GARY CT	MORENO V	92557	284.20	28.42	56.27	368.88
94607375001	316064013	684277	YOUNG, PAULA	24780	GATEWOOD ST	92551-7286	TAYLOR CHRISTOPHER J	21 RENATA	NEWPORT	92657	255.18	25.518	50.53	331.22
97082295001	316063010	684277	GARICA,SANDRA	24807	GATEWOOD ST	92551-7290	AHMAD MOHAMMAD	15201 SEVERYNS RD	TUSTIN CA	92782	332.64	33.26	65.86	431.76
92730515004	316063008	684277	BERRY, ROBBIE	24831	GATEWOOD ST	92551-7290	BERRY RAYMOND	24831 GATEWOOD ST	MORENO V	92551	332.40	33.24	65.82	431.44
31582205008	316063007	684277	HAYWOOD, FAYE	24843	GATEWOOD ST	92551-7290	SCOTT MARLENE H	27420 OCEAN DUNES ST	MORENO V	92555	255.29	25.53	50.55	331.36
93835835003	316063003	684277	ROGERS, DION L	24897	GATEWOOD ST	92551-7291	ROGERS DION	24897 GATEWOOD ST	MORENO V	92551	255.29	25.53	50.55	331.36
53922845005	482201016	684277	GUZMAN, CARLOS (RENT)	13936	GAYE ST	92553-3869	PEREZ DAVID	13936 GAYE ST	MORENO V	92553	182.86	18.29	36.21	237.34
31386105005	482201017	684277	GONZALEZ, LETICIA (OWNR)	13948	GAYE ST	92553-3869	GONZALEZ LETICIA	13948 GAYE ST	MORENO V	92553	191.66	19.17	37.95	248.76
97307035007	482201018	684277	KIRK, AMBER (RENT)	13960	GAYE ST	92553-3869	MALKUS ROGER L	P O BOX 2187	AVILA BEA	93424	41.27	4.127	8.17	53.56
68370155004	482203011	684277	DE LA CRUZ, FRANCISCO	13975	GAYE ST	92553-3803	SANCHEZ ROGELIO	13975 GAYE ST	MORENO V	92553	255.40	25.54	50.57	331.50
94174755002	308420002	684277	PRIEST, ANGELA (OWNR)	16446	GELDING WAY	92555-3313	PRIEST ANGELA	16446 GELDING WAY	MORENO V	92555	128.14	12.81	25.37	166.32
31534475002	308420004	684277	NUNEZ, FRANCISCO	16466	GELDING WAY	92555-3313	NUNEZ FRANCISCO JAVIER	16466 DELDING WAY	MORENO V	92555	63.96	6.40	12.66	83.02
31136035009	308420020	684277	VEGA, JAMES	16476	GELDING WAY	92555-3313	VEGA JAMES	16476 GELDING WAY	MORENO V	92555	255.40	25.54	50.57	331.50
65152125006	475141036	684277	WITTER, LUCLEN	24980	GEM CT	92557-5627	WITTER LUCIEN D	24980 GEM CT	MORENO V	92557	255.29	25.53	50.55	331.36
99957763003	485161041	684277	OCHOA, JESSE OMAR,VALDOVINO	15430	GEMSTONE CT	92551-5118	OCHOA JESSE OMAR	15430 GEMSTONE CT	MORENO V	92551	255.40	25.54	50.57	331.50
31651435003	485161030	684277	PEHKONEN, NANCY	15445	GEMSTONE CT	92551-3603	FEDERAL NATL MORTGAGE ASSN	15445 GEMSTONE CT	MORENO V	92551	255.40	25.54	50.57	331.50
31504985008	485161029	684277	BARNES, WILLIE (RENT)	15449	GEMSTONE CT	92551-3603	BERRYMAN WILLIE M	11166 HERMINIA CT	MORENO V	92555	255.40	25.54	50.57	331.50
81911925007	486095001	684277	GUTIERREZ, YOLANDA (RENT)	25071	GENTIAN AVE	92551-1308	VASQUEZ JOSE LUIS	25071 GENTIAN AVE	MORENO V	92551	255.18	25.518	50.53	331.22
31616335007	486093024	684277	SNELL, EVELYN	25094	GENTIAN AVE	92551-1306	JONES JOANN	25094 GENTIAN AVE	MORENO V	92551	152.44	15.244	30.18	197.86
84060515006	486093023	684277	SARAGOZA, JESUS	25106	GENTIAN AVE	92551-4604	ZARAGOZA JESUS M	25106 GENTIAN AVE	MORENO V	92551	351.04	35.10	69.51	455.64
81973445008	486095006	684277	REYES, ANTHONY (OWNR)	25131	GENTIAN AVE	92551-4603	REYES MARTHA	25131 GENTIAN AVE	MORENO V	92551	56.11	5.61	11.11	72.82
31371625008	486093020	684277	RIOS, WALTER	25140	GENTIAN AVE	92551-4604	DANG PETER XUAN	13357 STADIUM WAY	MORENO V	92555	344.03	34.40	68.12	446.54
31483125006	486095011	684277	TURNER, MARY (RENT)	25189	GENTIAN AVE	92551-4603	EL GUAPO	P O BOX 366	LOS ALAMI	90720	220.29	22.029	43.62	285.92
66950105006	486093015	684277	FLORES-TORRES, JUAN (RENT)	25200	GENTIAN AVE	92551-1307	CC GROUP III	765 N MAIN ST	CORONA C	92880	28.19	2.819	5.58	36.58
74842645002	486095014	684277	OLIVEROS, SERGIO (OWNR)	25225	GENTIAN AVE	92551-4605	EQUIHUA VICTOR MANUEL	25225 GENTIAN AVE	MORENO V	92551	255.40	25.54	50.57	331.50
66489055005	486170008	684277	PARKER, WILLIE	25315	GENTIAN AVE	92551-4609	PARKER WILLIE	25315 GENTIAN AVE	MORENO V	92551	332.16	33.216	65.77	431.14
31174665007	486112034	684277	PATTERSON JR, SHELTON	25316	GENTIAN AVE	92551-4606	PATTERSON SHELTON M	25316 GENTIAN AVE	MORENO V	92551	295.14	29.51	58.44	383.08
97097155008	486170012	684277	HAKIM, SALEEM (RENT)	25329	GENTIAN AVE	92551-4609	GONZALEZ WILSON	25329 GENTIAN AVE	MORENO V	92551	167.20	16.72	33.11	217.02
48715085000	486170004	684277	GAUDETTE, CRISTY (RENT)	25367	GENTIAN AVE	92551-4609	BANSAL JAGAN N	800 CHAMPION CIR	WALNUT C	91789	191.77	19.18	37.97	248.90
96541865007	486112027	684277	LOPEZ, VICTOR (RENT)	25402	GENTIAN AVE	92551-4608	RUIZ MISAEL	25402 GENTIAN AVE	MORENO V	92551	246.95	24.70	48.90	320.54
31260795007	486112025	684277	ARES, EUGENE	25426	GENTIAN AVE	92551-4608	ARES EUGENE C	25426 GENTIAN AVE	MORENO V	92551	255.29	25.53	50.55	331.36
72035475000	486112022	684277	MADISON, CLARENCE (RENT)	25462	GENTIAN AVE	92551-4608	PENA RICHARD	P O BOX 8425	MORENO V	92552	79.97	7.997	15.83	103.8
54669815007	486112019	684277	VAZQUEZ, DALIA	25498	GENTIAN AVE	92551-4608	MARAVILLAS JOHNNY	25498 GENTIAN AVE	MORENO V	92551	447.06	44.71	88.52	580.28

31261805003	316040008	684277	HERNANDEZ, BARBARA	16015	GERANIUM CT	92551-7278	HERNANDEZ RICHARD C	16015 GERANIUM CT	MORENO V	92553	249.72	24.97	49.44	324.12
31265065009	316040014	684277	PHILLIPS, JESSIE AND BETTY	16052	GERANIUM CT	92551-7278	EQUITY HOLDING CORP	4932 PONDEROSA WAY	MIDPINES	95345	191.55	19.155	37.93	248.62
31590535002	316040001	684277	MIRANDA, SENIA	16099	GERANIUM CT	92551-7293	RIVERA MARIA DELOSANGELES	16099 GERANIUM CT	MORENO V	92551	41.66	4.17	8.25	54.06
97156355000	316062019	684277	ELAZAROV, GUY	16112	GERANIUM CT	92551-7292	ELAZAROV GUY	16112 GERANIUM CT	MORENO V	92551	255.29	25.53	50.55	331.36
72675165008	296223031	684277	SOSA, MARICELA	23261	GERBERA ST	92553-9601	SOSA FRANCISCO	23261 GERBERA ST	MORENO V	92553	255.29	25.53	50.55	331.36
31494135001	296223015	684277	MUNOZ, MARIA (RENT)	23355	GERBERA ST	92553-9663	GUTIERREZ OSBALDO	23355 GERBERA ST	MORENO V	92553	268.93	26.89	53.25	349.06
31487435002	296222022	684277	LIZARRAGA, DORA AND MARIO	23364	GERBERA ST	92553-9600	LIZARRAGA MARTINA	23364 GERBERA ST	MORENO V	92553	255.29	25.53	50.55	331.36
66787555007	296222025	684277	DEL RIO, MARIA (RENT)	23450	GERBERA ST	92553-9682	GALLEGOS MARGARET	23450 GERBERA ST	MORENO V	92553	416.28	41.63	82.42	540.32
66872455008	296223003	684277	QUINONEZ, RICHARD	23475	GERBERA ST	92553-9602	QUINONEZ RICHARD	23475 GERBERA ST	MORENO V	92553	255.29	25.53	50.55	331.36
92762933009	296222028	684277	RODRIGUEZ, CONSUELO	23490	GERBERA ST	92553-9682	CORTES PEDRO RODRIGUEZ	23490 GERBERA ST	MORENO V	92553	212.48	21.25	42.07	275.78
31278605009	291536004	684277	FORDHAM, LAQUITTA	12809	GERRARD ST	92553-1844	BAKER ELIZABETH	12809 GERRARD ST	MORENO V	92553	332.40	33.24	65.82	431.44
31237645007	478301012	684277	GERARD, ROBERT	13077	GERSHWIN WAY	92555-6730	GERARD ROBERT ERNEST	13077 GERSHWIN WAY	MORENO V	92555	332.16	33.216	65.77	431.14
31376425009	478171013	684277	MORENO, SARAH (RENT)	28787	GIFFORD AVE	92555-8240	MILLER BRYAN K	28787 GIFFORD AVE	MORENO V	92555	255.40	25.54	50.57	331.50
72630775005	478172012	684277	SOLI, LINDA	28851	GIFFORD AVE	92555-8241	SOLI MESHACK	28851 GIFFORD AVE	MORENO V	92555	255.29	25.53	50.55	331.36
93045703006	478192057	684277	GARCIA, SOPHIA (RENT)	29046	GIFFORD AVE	92555-8325	TRAN TUAN	23331 RIDGE LINE RD	DIAMOND	91765	252.40	25.24	49.98	327.6
31635905007	478181023	684277	ROMERO, TINA (RENT)	29085	GIFFORD AVE	92555-8326	CERVANTES JOSE ALFREDO	2402 CURTIS AVE NO 1	REDONDO	90278	110.36	11.04	21.85	143.24
31500315007	478192036	684277	WINSLOW, JUDY	29100	GIFFORD AVE	92555-8317	WINSLOW JUDITH A	29100 GIFFORD AVE	MORENO V	92555	63.96	6.40	12.66	83.02
31268135009	478192038	684277	HAYES, JAMES (OWNR)	29120	GIFFORD AVE	92555-8317	HAYES JAMES KENNETH	29120 GIFFORD AVE	MORENO V	92555	255.40	25.54	50.57	331.50
94498825001	478192045	684277	ELLIS, TERRY	29160	GIFFORD AVE	92555-8317	ELLIS TERRY W	29160 GIFFORD AVE	MORENO V	92555	63.96	6.40	12.66	83.02
96231555000	478181059	684277	ANDRES, MARIA AND MARCELINO	29233	GIFFORD AVE	92555-8327	ANDRES MARIA G	3419 VIA LIDO # 227	NEWPORT	92663	236.17	23.62	46.76	306.54
97100425004	263131001	684277	GIL, THELMA AND FIDEL (RENT)	13129	GINA AVE	92553-8065	CHACON ACQUISITIONS	720 E CHASE DR	CORONA C	92881	30.40	3.04	6.02	39.44
31606415001	263132006	684277	ADAMS, DAN	13188	GINA AVE	92553-8065	HANDLEY N L	13188 GINA AVE	MORENO V	92553	255.18	25.518	50.53	331.22
96287375000	263131007	684277	RIVERA, MARGARET	13201	GINA AVE	92553-8033	RIVERA MIGUEL	13201 GINA AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31322235003	304510033	684277	SEARS, MAURICE	27630	GLADSTONE DR	92555-5831	SEARS MAURICE B	27630 GLADSTONE DR	MORENO V	92555	487.12	48.71	96.45	632.28
98661583000	304512015	684277	TAVAREZ, ROBERTO	27631	GLADSTONE DR	92555-5828	ORNELAS RICARDO	6574 SCOUT AVE	BELL GARD	90201	255.29	25.53	50.55	331.36
31297335006	304510038	684277	LESURE, HENRY (RENT)	27690	GLADSTONE DR	92555-5831	HOR SENG HENG	13619 BEHRENS AVE	NORWALK	90650	246.54	24.65	48.81	320.00
93820165005	304510040	684277	MARTIN, ROBERT (RENT)	27714	GLADSTONE DR	92555-5830	MUNIO RICHARD A	1910 FAIRVIEW AVE	RIVERSIDE	92506	255.40	25.54	50.57	331.50
96194155004	304510004	684277	MOORE-EGUABOR, ELEANOR (OW	27786	GLADSTONE DR	92555-5829	MOORE EGUABOR ELEANOR	27786 GLADSTONE DR	MORENO V	92555	91.77	9.18	18.17	119.10
55239345007	304510007	684277	KITE, REGINA	27822	GLADSTONE DR	92555-5829	KITE ROGER	27822 GLADSTONE DR	MORENO V	92555	332.64	33.26	65.86	431.76
54695995004	256241001	684277	GRAY, ANITA (RENT)	21757	GLEN VIEW DR	92557-8514	CLARK DARYL P	312 N PHILLIP AVE	CLOVIS CA	93612	255.40	25.54	50.57	331.50
88370235004	256241002	684277	RODRIGUEZ, MARTHA (RENT)	21771	GLEN VIEW DR	92557-8514	HUNT ROBERT ERROL	21771 GLEN VIEW DR	MORENO V	92557	191.77	19.18	37.97	248.90
59889045008	256241004	684277	NICOMEDE, DEBBI	21799	GLEN VIEW DR	92557-8514	NICOMEDE TERRANCE A	21799 GLEN VIEW DR	MORENO V	92557	255.29	25.53	50.55	331.36
92409573002	256242031	684277	PREMMER, KEN (RENT)	21806	GLEN VIEW DR	92557-8513	SADIK MARY T	6955 SANDTRACK RD	RIVERSIDE	92506	60.85	6.09	12.05	78.98
31064385009	256242008	684277	HERRERA, MARIBEL (RENT)	21863	GLEN VIEW DR	92557-8515	NOVILLA NESTOR G	21863 GLEN VIEW DR	MORENO V	92557	255.40	25.54	50.57	331.50
89661993005	316052001	684277	IDOINE, TIM	24657	GLENBROOK CT	92551-7294	FAJARDO APOLINARIO S	24657 GLENBROOK CT	MORENO V	92551	246.92	24.69	48.89	320.50
88265223008	482273005	684277	NORIEGA, JESUS	24337	GLENCREST DR	92553-3538	MNT GROUP	7662 INDIGO LN	LA PALMA	90623	332.64	33.26	65.86	431.76
81497015008	482272024	684277	HANGER, ROSAMARIA	24366	GLENCREST DR	92553-3539	HANGER ROSAMARIA	24366 GLENCREST DR	MORENO V	92553	332.64	33.26	65.86	431.76
50350035002	482274004	684277	WAUGH, GLEN AND FRANCIS	24411	GLENCREST DR	92553-3528	WAUGH GLEN A	24411 GLENCREST DR	MORENO V	92553	255.29	25.53	50.55	331.36
31481605009	482272045	684277	GALLEGOS , SOFIE (OWNR)	24472	GLENCREST DR	92553-3540	GALLEGOS JUVENTINO	24472 GLENCREST DR	MORENO V	92553	191.77	19.18	37.97	248.90
83421045000	291344012	684277	REYES, GRECIA	22711	GLENDON DR	92557-6909	REYES MARIO A	22711 GLENDON DR	MORENO V	92557	142.04	14.20	28.12	184.36
64877655007	291344013	684277	MARTINEZ, JAVIER	22714	GLENDON DR	92557-6909	MARTINEZ JAVIER	2711 N HASKELL AVE STE 900	DALLAS TX	75204	128.39	12.839	25.42	166.64
1.00464E+11	291344016	684277	GRAY, HARDY	22752	GLENDON DR	92557-6909	MORRIS MARTIN F	22752 GLENDON DR	MORENO V	92557	332.40	33.24	65.82	431.44
95331045007	291344008	684277	BURNSIDE, ROBERT	22767	GLENDON DR	92557-6981	BURNSIDE ROBERT PAUL	1417 116TH AVE NE	BELLEVUE	98004	255.40	25.54	50.57	331.50
97403415004	291344001	684277	GARCIA, BLANCA	22857	GLENDON DR	92557-6910	GARCIA BLANCA	22857 GLENDON DR	MORENO V	92557	255.40	25.54	50.57	331.50
60511075008	291333001	684277	BROOKS, KYM	22871	GLENDON DR	92557-6910	ESTRADA EDDIE PAUL	6073 BANNOCK DR	RIVERSIDE	92507	63.96	6.40	12.66	83.02
97578385009	292092020	684277	MERCHANT LEE, VICTOR	12829	GLENMERE DR	92553-5985	MERCHANT VICTOR	12829 GLENMERE DR	MORENO V	92553	155.29	15.53	30.75	201.56
95337975008	292092026	684277	NGUYEN, GUY	12870	GLENMERE DR	92553-5985	NGUYEN QUY NGOC	12870 GLENMERE DR	MORENO V	92553	255.29	25.53	50.55	331.36
91476973008	292092030	684277	MURILLO, DELIA (RENT)	12922	GLENMERE DR	92553-5926	CHEN ZHONG	2331 ALAMO HTS DR	DIAMOND	91765	63.63	6.363	12.60	82.58
96636145007	291633019	684277	GARIA, DAISY	13427	GLORYBOWER ST	92553-6983	OCHOA JANETTE	13427 GLORYBOWER ST	MORENO V	92553	191.77	19.18	37.97	248.90
94722015004	291634005	684277	LEVESTON, STEPHANIE (RENT)	13436	GLORYBOWER ST	92553-6982	CARLOS MANUEL J	7872 CAIRN CT	RIVERSIDE	92508	255.40	25.54	50.57	331.50
94689515000	291634001	684277	THA, APRIL	13476	GLORYBOWER ST	92553-6982	THA APRIL	13476 GLORYBOWER ST	MORENO V	92553	255.40	25.54	50.57	331.50
31416895004	475142010	684277	ARGUELEZ, LAURA (RENT)	11440	GOLD BLUFF RD	92557-5625	CRUZ MIGUEL DE JESUS	11440 GOLD BLUFF RD	MORENO V	92557	318.31	31.83	63.03	413.16
85096155004	475142009	684277	VALDEZ, MARIANN (RENT)	11456	GOLD BLUFF RD	92557-5625	ROMBERGER WESLEY EARL	11456 GOLD BLUFF RD	MORENO V	92557	195.74	19.574	38.76	254.06
31472375006	479252014	684277	KEMMERER, CHRISTINE (OWNR)	13370	GOLD PL	92553-4278	KEMMERER WILLIAM P	13370 GOLD PL	MORENO V	92553	246.92	24.69	48.89	320.50
96979705003	479252012	684277	WILLIAMS, RICKIE	13390	GOLD PL	92553-4278	WILLIAMS RICKIE A	13390 GOLD PL	SUNNYME	92553	255.29	25.53	50.55	331.36
65619325002	479252009	684277	JAIMES, SALVADOR AND AMARIA	13420	GOLD PL	92553-4280	JAIMES SALVADOR	13420 GOLD PL	MORENO V	92553	255.18	25.518	50.53	331.22
70935725001	479252008	684277	MENDOZA, JUAN (RENT)	13430	GOLD PL	92553-4280	MCFARLAND RANDALL KAY GITTINS	24379 WILLIS LN	MORENO V	92557	105.40	10.54	20.87	136.80
89883615005	479253004	684277	VAN HAVERMAAT, LEE E	13431	GOLD PL	92553-4281	VANHAVERMAAT LEE E	13431 GOLD PL	MORENO V	92553	128.03	12.80	25.35	166.18
31152085005	479252006	684277	ACUSTA, MARIA (RENT)	13444	GOLD PL	92553-4280	SANDOVAL ALBERTO	530 HIGHLANDER AVE	LA HABRA	90631	134.96	13.50	26.72	175.16
86787525000	479253006	684277	GONZALEZ, CARLOS	13451	GOLD PL	92553-4281	GONZALEZ CARLOS	13451 GOLD PL	MORENO V	92553	255.29	25.53	50.55	331.36
31595345001	479253009	684277	SNOW, CHRISTEN (OWNER)	13481	GOLD PL	92553-4281	SNOW TOBIASON	13481 GOLD PL	MORENO V	92553	191.66	19.17	37.95	248.76
93769655001	485072011	684277	SALTER, NANCY (RENT)	24650	GOLD STAR DR	92551-4017	HERNANDEZ DIONICIO MEDINA	24650 GOLD STAR DR	MORENO V	92551	63.96	6.40	12.66	83.02
93790245004	485132001	684277	WILLIAMS, CHARLES	24675	GOLD STAR DR	92551-4086	WILLIAMS CHARLES BRANDON	24675 GOLD STAR DR	MORENO V	92551	255.29	25.53	50.55	331.36
31263735004	485072014	684277	ROATH, MICHAEL	24680	GOLD STAR DR	92551-4017	ROATH MICHAEL J	24680 GOLD STAR DR	MORENO V	92551	255.29	25.53	50.55	331.36
93546845004	485132004	684277	EDMOND, SANDRA (OWNR)	24705	GOLD STAR DR	92551-4055	SECRETARY OF VETERANS AFFAIRS	2375 N GLENVILLE DR	RICHARDS	75082	118.92	11.89	23.55	154.34

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97761893004	485072017	684277	SANDRA ROTH (OWNR)	24710	GOLD STAR DR	92551-4088	ROTH SANDRA M	24710 GOLD STAR DR	MORENO V	92551	255.40	25.54	50.57	331.50
93795675002	485132008	684277	GEORGE, ALEXANDRA (RENT)	24745	GOLD STAR DR	92551-4055	LOGAN SHIRLEE M	39741 LINCOLN ST	CHERRY VA	92223	255.40	25.54	50.57	331.50
94757465005	485101011	684277	MEJIA, VICTOR	24827	GOLD STAR DR	92551-4038	MEJIA REY M	24827 GOLD STAR DR	MORENO V	92551	255.18	25.518	50.53	331.22
92507963001	485093022	684277	GUTIERREZ, MAYRA (RENT)	24874	GOLD STAR DR	92551-4018	SANCHEZ FAUSTINO	24874 GOLD STAR DR	MORENO V	92551	255.40	25.54	50.57	331.50
93607373002	485101007	684277	GENTLE, TRINA	24875	GOLD STAR DR	92551-4039	GENTLE FLOYD E	24875 GOLD STAR DR	MORENO V	92551	255.29	25.53	50.55	331.36
92197395001	296232020	684277	RAMIREZ, ALEYDA	13588	GOLDEN EAGLE CT	92553-3454	RAMIREZ MARCO A	13588 GOLDEN EAGLE CT	MORENO V	92553	255.29	25.53	50.55	331.36
31141355001	296232015	684277	HAMMONDS, VANESSA	13609	GOLDEN EAGLE CT	92553-3456	HAMMONDS VANESSA	15585 NUECES CT	MORENO V	92551	255.29	25.53	50.55	331.36
98173035012	296243005	684277	MARTINEZ, LUIS	13670	GOLDEN EAGLE CT	92553-3406	MARTINEZ LUIS	13670 GOLDEN EAGLE CT	MORENO V	92553	255.29	25.53	50.55	331.36
63901235005	296243006	684277	GUILLEN, TERESA	13680	GOLDEN EAGLE CT	92553-3406	GUILLEN TERESA	13680 GOLDEN EAGLE CT	MORENO V	92553	255.18	25.518	50.53	331.22
31103455000	296243010	684277	ECHEVERRIA, ANA	13726	GOLDEN EAGLE CT	92553-3457	RUIZ ABEL	13726 GOLDEN EAGLE CT	MORENO V	92553	255.29	25.53	50.55	331.36
31103485004	296243011	684277	POWELL, MAURICE	13738	GOLDEN EAGLE CT	92553-3457	WALKER BILLIE MARIE	13738 GOLDEN EAGLE CT	MORENO V	92553	255.29	25.53	50.55	331.36
31434315009	296271006	684277	DEHARO, RONALD AND JULIE (OW	13761	GOLDEN EAGLE CT	92553-6062	DEHARO RONALD	13761 GOLDEN EAGLE CT	MORENO V	92553	289.81	28.98	57.38	376.16
76223975003	296271007	684277	OLIVER, CHARLES	13775	GOLDEN EAGLE CT	92553-6062	VILLA RUTH	13775 GOLDEN EAGLE CT	MORENO V	92553	255.40	25.54	50.57	331.50
31305675005	296273001	684277	ALCANTARA, SERGIO (OWNR)	13848	GOLDEN EAGLE CT	92553-6000	ARNICA SERGIO	13848 GOLDEN EAGLE CT	MORENO V	92553	255.40	25.54	50.57	331.50
31305675010	296243003	684277	WILLIAMS, SHERA (RENT)	13646	GOLDEN EAGLE CT	92553-3406	THR CALIFORNIA LP,	#REF!	#REF!	#REF!	22.14	2.214	4.38	28.72
89521763009	264361048	684277	SAMUELS, LOLA (OWNR)	23061	GOLDEN EYE LN	92557-5430	SAMUELS LOLA	23061 GOLDEN EYE LN	MORENO V	92557	121.44	12.14	24.05	157.62
31369805004	488120013	684277	ROGERS, SYDNEY (OWNR)	27132	GOLDEN FIELD CT	92555-4538	ROGERS PAUL H	27132 GOLDEN FIELD CT	MORENO V	92555	255.40	25.54	50.57	331.50
90280373001	488120006	684277	BROOKS, MONIQUE (OWNR)	27202	GOLDEN FIELD CT	92555-4539	DAVIS BROOKS MONIQUE	27202 GOLDEN FIELD CT	MORENO V	92555	255.40	25.54	50.57	331.50
67963595005	487310005	684277	PEREZ, PEDRO	12909	GOLDEN LANTERN DR	92555-2301	PEREZ PEDRO	12909 GOLDEN LANTERN DR	MORENO V	92555	255.29	25.53	50.55	331.36
93483783002	487310003	684277	MURRAY, JOHN (RENT)	12941	GOLDEN LANTERN DR	92555-2301	BENNETT JOHN W	12204 MARY LEE	MORENO V	92555	205.18	20.518	40.63	266.32
97009975001	256231016	684277	HASSELL, JUSTIN (RENT)	21729	GOLDEN OAKS DR	92557-8517	WADE GEORGE L	21729 GOLDEN OAKS DR	MORENO V	92557	324.23	32.423	64.20	420.84
65932595002	291623039	684277	DANG, KEITH	22031	GOLDENCHAIN ST	92553-6956	LOUDEN	22031 GOLDENCHAIN ST	MORENO V	92553	520.51	52.051	103.06	675.62
91856863004	291624019	684277	CONTRERAS, FERNANDO AND LIN	22050	GOLDENCHAIN ST	92553-6955	CONTRERAS FERNANDO	22050 GOLDENCHAIN ST	MORENO V	92553	68.92	6.892	13.65	89.44
92991575009	291624018	684277	JAMES, LISA (RENT)	22058	GOLDENCHAIN ST	92553-6955	XIAO PING	732 W PHILLIPS ST NO 22	ONTARIO	91762	273.15	27.32	54.08	354.54
57821655004	296072019	684277	CAPARELLI, PAOLA	13023	GOLDFINCH ST	92553-5694	LOPEZ EMILIA	13023 GOLDFINCH ST	MORENO V	92553	153.96	15.40	30.48	199.84
31505145002	296073016	684277	HERNANDEZ, ANITA	13062	GOLDFINCH ST	92553-5694	HERNANDEZ JUAN E	13062 GOLDFINCH ST	MORENO V	92553	255.29	25.53	50.55	331.36
31363025001	296072015	684277	JUAREZ, WALTER	13067	GOLDFINCH ST	92553-5694	JUAREZ WALTER J	13067 GOLDFINCH ST	MORENO V	92553	332.64	33.26	65.86	431.76
31164455002	296072014	684277	PADILLA, RENEE	13083	GOLDFINCH ST	92553-5694	PADILLA ERNESTINA	13083 GOLDFINCH ST	MORENO V	92553	116.98	11.70	23.16	151.84
65364325005	296072013	684277	GRAHAM, TANIA	13093	GOLDFINCH ST	92553-5694	GRAHAM JASON P	13093 GOLDFINCH ST	MURRIETA	92563	255.29	25.53	50.55	331.36
91390965003	296073010	684277	EDMOND, DWAYNE	13182	GOLDFINCH ST	92553-5693	EDMOND DWAYNE L	13182 GOLDFINCH ST	MORENO V	92553	255.40	25.54	50.57	331.50
89522133000	485064014	684277	GREEN, JESSICA (RENT)	24681	GOLDSTON CT	92551-4093	CASTELLON GERARDO	24681 GOLDSTON CT	MORENO V	92551	217.21	21.72	43.01	281.92
64457605009	485064011	684277	MULVERHILL, JEREMY (OWNR)	24711	GOLDSTON CT	92551-4060	MULVERHILL ERIN E	24711 GOLDSTON CT	MORENO V	92551	128.14	12.81	25.37	166.32
94195545002	485064008	684277	ALAMIO, JULIAN	24730	GOLDSTON CT	92551-4060	GARCIA SALVADOR	24730 GOLDSTON CT	MORENO V	92551	255.29	25.53	50.55	331.36
58817605002	485064009	684277	ALAMILLO, JULIAN	24731	GOLDSTON CT	92551-4060	FIGUEROA VERONICA	24731 GOLDSTON CT	MORENO V	92551	399.57	39.96	79.11	518.64
91706015000	484222032	684277	VARGAS, JAIME	25135	GORGONIO WAY	92553-7126	CABADA BRENDA L	25135 GORGONIO WAY	MORENO V	92553	255.29	25.53	50.55	331.36
97519035007	484222029	684277	NAVONGSAK, SOMPHITH (RENT)	25154	GORGONIO WAY	92553-7126	SU HUNG SAY	25154 GORGONIO WAY	MORENO V	92553	112.66	11.266	22.31	146.22
64074415002	484222028	684277	LAWLER, THEODORE	25166	GORGONIO WAY	92553-7126	LAWLER THEODORE E	25166 GORGONIO WAY	MORENO V	92553	128.03	12.80	25.35	166.18
96144165007	484222036	684277	TURNER, NELLIE	25183	GORGONIO WAY	92553-7126	TURNER NELLIE	25183 GORGONIO WAY	MORENO V	92553	255.29	25.53	50.55	331.36
95794185006	484222025	684277	CONDE, GINA	25202	GORGONIO WAY	92553-1508	CONDE BRANDON	25202 GORGONIO WAY	MORENO V	92553	332.40	33.24	65.82	431.44
92776653007	292113011	684277	MESA, ELENA (RENT)	12644	GORHAM ST	92553-5604	CHAVEZ MARIA ISABEL	12644 GORHAM ST	MORENO V	92553	60.91	6.091	12.06	79.06
90107703007	292113016	684277	VASQUEZ, MARIA (RENT)	12718	GORHAM ST	92553-5676	TANG LARRY HENG	24339 RIMFORD PL	DIAMOND	91765	255.40	25.54	50.57	331.50
31633165007	292113002	684277	MARTIN, ERICA	12729	GORHAM ST	92553-5625	MARTIN ERICA	12729 GORHAM ST	MORENO V	92553	255.40	25.54	50.57	331.50
96220465002	292113018	684277	MAYA, DANIEL AND JUANA (OWN	12744	GORHAM ST	92553-5676	NUNO LUIS	12744 GORHAM ST	MORENO V	92553	194.29	19.43	38.47	252.18
73555855006	292127011	684277	WHITE, SHAYLIA	12810	GORHAM ST	92553-5605	CASTELLON GERARDO	12810 GORHAM ST	MORENO V	92553	255.29	25.53	50.55	331.36
93111165009	292127012	684277	CROMER, BEATRIZ	12820	GORHAM ST	92553-5605	CROMER BEATRIZ B	12820 GORHAM ST	MORENO V	92553	255.29	25.53	50.55	331.36
50883085001	292127014	684277	HAINES, WANDA (RENT)	12844	GORHAM ST	92553-5605	SHAO MING	24373 STACEY AVE	MORENO V	92551	255.40	25.54	50.57	331.50
31595285003	292121002	684277	SEROGGINS, STEVEN	12865	GORHAM ST	92553-5602	SCROGGINS STEPHEN J	12865 GORHAM ST	MORENO V	92553	255.29	25.53	50.55	331.36
70632285006	292127016	684277	LOZANO, NORBERTO	12870	GORHAM ST	92553-5605	LOZANO NORBERTO	12870 GORHAM ST	MORENO V	92553	332.40	33.24	65.82	431.44
31078185001	292134007	684277	BRAVO, LUIS R	12960	GORHAM ST	92553-5678	BRAVO LUIS R	12960 GORHAM ST	MORENO V	92553	255.29	25.53	50.55	331.36
83798185001	292135016	684277	GOTTIEB, LAWRENCE (OWNR)	12991	GORHAM ST	92553-5679	GOTTLIEB MARSHA LYNN	12991 GORHAM ST	MORENO V	92553	255.40	25.54	50.57	331.50
93183373004	292135015	684277	SALAZAR, JUANA (OWNR)	13001	GORHAM ST	92553-5600	ZALAZAR JESUS	13001 GORHAM ST	MORENO V	92553	72.40	7.24	14.34	93.96
82146685009	292135010	684277	CASTELLON, HECTOR RAYMOND	13071	GORHAM ST	92553-5600	CASTELLON HECTOR RAYMOND	13071 GORHAM ST	MORENO V	92553	255.40	25.54	50.57	331.50
67018315007	292135008	684277	CEGUERO, MARIA	13095	GORHAM ST	92553-5600	PEGUERO JOSE	13095 GORHAM ST	MORENO V	92553	255.18	25.518	50.53	331.22
88986083008	292135005	684277	SANCHEZ,JENNIFER (RENT)	13135	GORHAM ST	92553-5606	DALLIN	5440 TRABUCO RD NO 200	IRVINE CA	92610	25.86	2.59	5.12	33.56
95135245000	486352038	684277	FEYER, DANIEL (OWNR)	15556	GORRION CT	92551-1926	FEYER DANIEL DANNY	15556 GORRION CT	MORENO V	92551	128.14	12.81	25.37	166.32
77524125002	486352031	684277	ACEVEDO, ALFONSO	15585	GORRION CT	92551-1926	ACEVEDO ALFONSO	15585 GORRION CT	MORENO V	92551	255.29	25.53	50.55	331.36
31559105007	486352041	684277	BARNES, MARIA TERESA	15586	GORRION CT	92551-1926	BARNES TERESA	15586 GORRION CT	MORENO V	92551	59.44	5.944	11.77	77.14
31580725003	316052024	684277	PEREZ, SANDRA	24668	GOYA AVE	92551-7270	JIMENEZ JOSE A ROMERO	24668 GOYA AVE	MORENO V	92551	255.18	25.518	50.53	331.22
92805333002	316052022	684277	SCAFFER, PETE	24704	GOYA AVE	92551-7269	SCHAEFER PETER J	24704 GOYA AVE	MORENO V	92551	255.29	25.53	50.55	331.36
96400665008	316052021	684277	WINSOR, DANIEL L	24722	GOYA AVE	92551-7269	ASHTON MICHAEL S	24722 GOYA AVE	MORENO V	92551	255.40	25.54	50.57	331.50
93387655002	264131039	684277	OLIVE, RHONDA (RENT)	11832	GRAHAM ST	92557-6157	HERRERA MARTIN	11832 GRAHAM ST	MORENO V	92557	332.64	33.26	65.86	431.76
96070105007	264164056	684277	HOLGUIN, ESPERANZA	11849	GRAHAM ST	92557-6158	MCKEE ROBERT P	11849 GRAHAM ST	MORENO V	92557	255.40	25.54	50.57	331.50
31052295003	264164058	684277	LOZANO, MARIBEL	11861	GRAHAM ST	92557-6158	REYES VICTOR	11861 GRAHAM ST	MORENO V	92557	255.29	25.53	50.55	331.36
31563115007	264151018	684277	CANTON, JONATHAN (OWNR)	11921	GRAHAM ST	92557-6158	CANTON JONATHAN	11921 GRAHAM ST	MORENO V	92557	247.17	24.72	48.94	320.82
80559305005	264151019	684277	LEONGUERRERO, DOLEEN	11929	GRAHAM ST	92557-6158	LAMERS KENNETH M	11929 GRAHAM ST	MORENO V	92557	255.40	25.54	50.57	331.50

90558913007	264151021	684277	THOMPSON, LEADRIAN (RENT)	11945	GRAHAM ST	92557-6158	LIU F	17360 COLIMA RD NO 312	CITY OF IN	91748	63.63	6.363	12.60	82.58
62265745009	264144007	684277	GREEN, JOAN	11946	GRAHAM ST	92557-6159	GREEN JOAN BEVERLY	11946 GRAHAM ST	MORENO V	92557	284.20	28.42	56.27	368.88
31153645006	485173042	684277	PARTIDA, JESUS JULIAN (RENT)	11954	GRAHAM ST	92557-6159	PATEL BALDEV S	6658 OHARE CT	FONTANA	92336	117.96	11.80	23.36	153.10
31533985007	292202047	684277	VALDEZ, JOSE (RENT)	12030	GRAHAM ST	92557-7014	GRAHAM STREET	840 W 9TH ST STE J	UPLAND C	91786	164.44	16.44	32.56	213.44
84442585001	292202014	684277	HOMMEL, ANNITA (OWNR)	12060	GRAHAM ST	92557-7014	HOMMEL JIMMY	12060 GRAHAM ST	MORENO V	92557	438.03	43.80	86.73	568.56
31470115005	292202013	684277	MARTINEZ,MERCEDS	12074	GRAHAM ST	92557-7014	MARTINEZ MERCEDES	9153 W LILAC RD	ESCONDID	92026	191.77	19.18	37.97	248.90
31090575004	292202042	684277	HENDRIX, ALONDA	12110	GRAHAM ST	92557-7044	BONNER HENDRIX ALONDA MARIE	12110 GRAHAM ST	MORENO V	92557	486.62	48.66	96.35	631.62
91627503005	292202046	684277	SAMS, SUSANNE	12134	GRAHAM ST	92557-7044	SAMS SUZANNE MELISSA	12134 GRAHAM ST	MORENO V	92557	130.29	13.03	25.80	169.10
31601575008	292213004	684277	GIL, ALFONSO	12152	GRAHAM ST	92557-7044	GIL ALFONSO	12152 GRAHAM ST	MORENO V	92557	255.29	25.53	50.55	331.36
31075105004	292230001	684277	BAKER, SHERRON (RENT)	12400	GRAHAM ST	92553-3007	ACOSTA GEORGE R	12400 GRAHAM ST	MORENO V	92553	156.56	15.66	31.00	203.20
90088115003	486352048	684277	ALEGRIA, ROGER	15535	GRANADA DR	92551-1934	ALEGRIA ROGER URIEL	15535 GRANADA DR	MORENO V	92551	128.89	12.89	25.52	167.28
94634265008	486352049	684277	ZELEDON, ERICK AND OGALY (REN	15536	GRANADA DR	92551-1934	CHAN DIANA LEE	321 E LIVEOAK ST NO 4	SAN GABR	91776	158.76	15.88	31.43	206.06
92920775006	486352050	684277	CORDERO, HECTOR	15546	GRANADA DR	92551-1934	CORDERO HECTOR	905 S GLENDORA AVE	WEST COV	91790	332.64	33.26	65.86	431.76
90192263001	486451013	684277	FU, WONG (OWNR)	16100	GRANDE ISLA CIR	92551-1621	FU YONG QIANG	16100 GRANDE ISLA CIR	MORENO V	92551	63.96	6.40	12.66	83.02
31271915009	486451012	684277	OSORIO, ADELA (RENT)	16105	GRANDE ISLA CIR	92551-1621	FLORES AURELIO	16105 GRANDE ISLA CIR	MORENO V	92551	158.47	15.847	31.38	205.68
31049005000	486451014	684277	LEI, XIANCE	16110	GRANDE ISLA CIR	92551-1621	LEI XIAN	328 CALLE VISTA	WALNUT (	91789	183.21	18.32	36.28	237.80
86242273008	486451010	684277	VELAQUEZ, RICARDO	16125	GRANDE ISLA CIR	92551-1621	VELAZQUEZ RICARDO	16125 GRANDE ISLA CIR	MORENO V	92551	32.92	3.292	6.52	42.72
95735315002	486451007	684277	DO, LOAN (RENT)	16155	GRANDE ISLA CIR	92551-1621	NGUYEN TONY MINH MAU	16155 GRANDE ISLA CIR	MORENO V	92551	217.21	21.72	43.01	281.92
1.01584E+11	486451022	684277	LEE, PHILLIP	16190	GRANDE ISLA CIR	92551-1621	LEE PHILLIP MICHAEL	16190 GRANDE ISLA CIR	MORENO V	92551	255.29	25.53	50.55	331.36
31136145006	486451002	684277	YAZLOFF, LEONARD (RENT)	16205	GRANDE ISLA CIR	92551-1623	HELLER MARILYN M	1346 CHARMEL PL	PACIFIC PA	90272	227.48	22.75	45.04	295.26
90470205004	486452011	684277	FLORES, SANDRA	16275	GRANDE ISLA CIR	92551-1624	FLORES PAUL	16275 GRAND ISLA CIR	MORENO V	92551	330.45	33.05	65.43	428.92
31643895003	304320033	684277	SALCIDO, ALFONSO AND VICTORIA	14696	GRANDVIEW DR	92555-7040	SALCIDO ALFONSO	14696 GRANDVIEW DR	MORENO V	92555	255.29	25.53	50.55	331.36
94352753004	304320012	684277	JONES, CARLETTA	14715	GRANDVIEW DR	92555-7041	JONES CARLETTA	14715 GRANDVIEW DR	MORENO V	92555	229.88	22.99	45.52	298.38
83035445004	304300048	684277	DOZIER, RICHARD (RENT)	28263	GRANDVIEW DR	92555-6350	CRISTINO SHARON A	28263 GRANDVIEW DR	MORENO V	92555	255.40	25.54	50.57	331.50
95809185002	304300029	684277	ROY, PATRICIA	28270	GRANDVIEW DR	92555	ROY PHILLIP R	28270 GRANDVIEW DR	MORENO V	92555	255.29	25.53	50.55	331.36
94575943001	304310061	684277	CLARK, PERLITA (OWNR)	28353	GRANDVIEW DR	92555-6351	NELSON REBECCA	28353 GRANDVIEW DR	MORENO V	92555	255.40	25.54	50.57	331.50
88274913005	291172037	684277	VASQUEZ, ESTER AND PEDRO (REN	13785	GRANT ST	92553-8317	MORUA MARTIN	9780 CROSS CREEK CIR	MORENO V	92557	29.83	2.98	5.91	38.70
31246955002	291181024	684277	SEALS, ARLYCE	13830	GRANT ST	92553-8316	TRAN TUAN	29331 RIGELINE RD	DIAMOND	91765	54.73	5.473	10.84	71.02
31470225002	291192020	684277	LOPEZ, OMAR	13929	GRANT ST	92553-8322	LOPEZ JOSE OMAR	13929 GRANT ST	MORENO V	92553	255.29	25.53	50.55	331.36
87602735006	291200010	684277	ROBLES, JOSE AND ELVA (RENT)	13964	GRANT ST	92553-8321	GRANT STREET TRUST	231 E ALESSANDRO BLV NO A	RIVERSIDE	92508	86.01	8.60	17.03	111.64
31276715000	312141012	684277	BARAJAS, MARCOS (OWNR)	25026	GRANVILLE ST	92551-2546	KHAN UZMA	25026 GRANVILLE ST	MORENO V	92551	255.40	25.54	50.57	331.50
31063385001	312141017	684277	PEETE, KIMBERLY (OWNR)	25076	GRANVILLE ST	92551-2546	PEETE LOUIS O	25076 GRANVILLE ST	MORENO V	92551	20.40	2.04	4.04	26.46
31430135005	312143009	684277	BRANDON, CORRAINE	25121	GRANVILLE ST	92551-2547	BRANDON CORRAINE LORETTA	25121 GRANVILLE ST	MORENO V	92551	332.16	33.216	65.77	431.14
31147745007	312143013	684277	CLARK, JARVELLA	25161	GRANVILLE ST	92551-2547	MOSS MARK	P O BOX 428	COLTON C	92324	255.40	25.54	50.57	331.50
58090775000	312141026	684277	CEE, CATHERINE	25166	GRANVILLE ST	92551-2548	CEE CATHERINE	25166 GRANVILLE ST	MORENO V	92551	63.96	6.40	12.66	83.02
31491075009	312143014	684277	DELGADO, IRMA	25171	GRANVILLE ST	92551-2547	DELGADO ROBERTO	25171 GRANVILLE ST	MORENO V	92551	255.29	25.53	50.55	331.36
96059505006	260154023	684277	SHELTON, PERCY	10947	GRASS VALLEY CIR	92557-3913	SHELTON PERCY LEE	23576 WHISPERING WINDS WY	MORENO V	92557	255.29	25.53	50.55	331.36
64330845008	260154024	684277	HAWTHORNE, GARRET	10957	GRASS VALLEY CIR	92557-3913	HAWTHORNE TERRIE	10957 GRASS VALLEY CIR	MORENO V	92557	255.29	25.53	50.55	331.36
31619205008	312143021	684277	WHITE, SHAUN	25130	GRAYLAG CIR	92551-2591	WHITE SHAUN A	25130 GRAYLAG CIR	MORENO V	92551	95.18	9.518	18.85	123.54
83247035001	312143020	684277	TATUNAY, RICARDO	25140	GRAYLAG CIR	92551-2591	BELUSO STEPHEN AMANCIO	1012 GINSBERG CT	RIVERSIDE	92506	255.44	25.54	50.58	331.56
31320075000	312143019	684277	ALVAREZ, JENNIE (RENT)	25150	GRAYLAG CIR	92551-2591	KINCHIN CALDWELL MELITA GWEN	27809 HUB CIR	SUN CITY	92585	255.40	25.54	50.57	331.50
92374313003	312143027	684277	BUSTAMANTE, MIKE	25171	GRAYLAG CIR	92551-2591	BUSTAMANTE JUAN M	25171 GRAYLAG CIR	MORENO V	92551	332.40	33.24	65.82	431.44
93123245008	312143016	684277	SANDOVAL, JUANA (RENT)	25180	GRAYLAG CIR	92551-2591	REYES ALBERTO	25180 GRAYLAG CIR	MORENO V	92551	127.98	12.798	25.34	166.1
93383285009	475100051	684277	NETTLES, DAVID	11328	GREEN GLEN ST	92557-5535	NETTLES DAVID	11328 GREEN GLEN ST	MORENO V	92557	209.31	20.93	41.44	271.68
84953275002	475100053	684277	MALTA, ALBERT	11360	GREEN GLEN ST	92557-5535	MALTA ALBERT	11360 GREEN GLEN ST	MORENO V	92557	259.16	25.92	51.31	336.38
97022705001	304491025	684277	MASON, BILLIE (RENT)	14771	GREEN LAWN AVE	92555-5744	OWENS JANNIE	14771 GREEN LAWN AVE	MORENO V	92555	255.40	25.54	50.57	331.50
59203685007	304491022	684277	CLARK, MARION	14807	GREEN LAWN AVE	92555-5744	CLARK VICTORIA D	14807 GREEN LAWN AVE	MORENO V	92555	332.64	33.26	65.86	431.76
92795605008	316064012	684277	WILLIAMS, CYNTHIA (RENT)	16135	GREENFIELD ST	92551-7238	TINBLE	5440 TRABUCO RD	IRVINE CA	92602	255.29	25.53	50.55	331.36
94460595009	316064009	684277	VILLAPANDO, GINA	16171	GREENFIELD ST	92551-7238	VILLAPANDO RAMON	16171 GREENFIELD ST	MORENO V	92551	213.67	21.367	42.31	277.34
91621235005	316064008	684277	PENA, MARISOL (RENT)	16183	GREENFIELD ST	92551-7257	VERA GUSTAVO	291 E WASHINGTON BLV	PASADENA	91104	255.18	25.518	50.53	331.22
62226475007	316061014	684277	GARCIA, CARLOS (OWNR)	16232	GREENFIELD ST	92551-7237	GARCIA CARLOS F	16232 GREENFIELD ST	MORENO V	92551	446.19	44.62	88.35	579.14
76165285001	316082002	684277	WEVICK, ANITA (RENT)	16256	GREENFIELD ST	92551-7241	TANG DANNY	16256 GREENFIELD ST	MORENO V	92551	332.64	33.26	65.86	431.76
89534763002	316083012	684277	WILKERSON, SANDRA	16267	GREENFIELD ST	92551-7240	WILKERSON STEPHEN T	16267 GREENFIELD ST	MORENO V	92551	255.29	25.53	50.55	331.36
72746535000	316082003	684277	CHAMBERS, BRIAN	16268	GREENFIELD ST	92551-7241	CHAMBERS BRIAN A	16268 GREENFIELD ST	MORENO V	92551	255.29	25.53	50.55	331.36
92396743006	316083014	684277	NAVA, JESUS	16291	GREENFIELD ST	92551-7240	TEJADA VICTOR M	16291 GREENFIELD ST	MORENO V	92551	63.92	6.392	12.66	82.96
93621845005	316082005	684277	LEE, RODGENA	16292	GREENFIELD ST	92551-7241	LEE RODGENA LARAY	16292 GREENFIELD ST	MORENO V	92551	255.29	25.53	50.55	331.36
96287905009	316083016	684277	GAMMAGE, VINCENT	16315	GREENFIELD ST	92551-7227	HOOD LA TONYA D	16315 GREENFIELD ST	MORENO V	92551	128.40	12.84	25.42	166.66
68238715006	316082008	684277	MENDOZA, JULIANA (RENT)	16326	GREENFIELD ST	92551-7279	ZONG ZHENHUA	16326 GREENFIELD ST	MORENO V	92551	255.40	25.54	50.57	331.50
31255605007	316083023	684277	LUMBA, ANGELITO I	16399	GREENFIELD ST	92551-7259	LUMBA ANGELITO IBE	16399 GREENFIELD ST	MORENO V	92551	255.29	25.53	50.55	331.36
83777295002	485081006	684277	HENDERSON, SCOTT AND DEBBIE	24890	GREENLEE WAY	92551-4067	HENDERSON SCOTT D	24890 GREENLEE WAY	MORENO V	92551	255.18	25.518	50.53	331.22
31865345009	485081005	684277	HOALST, STAN AND MARY	24906	GREENLEE WAY	92551-4095	HOALST STAN	24906 GREENLEE WAY	MORENO V	92551	63.96	6.40	12.66	83.02
31266165006	291562009	684277	GUTIERREZ, CHRISTINA (RENT)	22510	GREENWICH CT	92553-1820	CABANAS TRACY N	27190 BIG HORN AVE	MORENO V	92555	246.37	24.64	48.78	319.78
31349055003	475190017	684277	WILLIAMS, MILDRED	24175	GREGORY LN	92557-5519	CARTER MILDRED I	P O BOX 902	MORENO V	92556	255.29	25.53	50.55	331.36
88135125004	487023004	684277	LOPEZ, DORA (OWNR)	12396	GRENVILLE AVE	92557-7738	LOPEZ DORA N	231 N EVELYN DR	ANAHEIM	92805	255.40	25.54	50.57	331.50
93697053000	256462008	684277	VARNARDO, ZANDRA AND HARLA	21425	GREYSON RD	92557-8332	JEFFERSON HARLAN V	21425 GREYSON RD	MORENO V	92557	246.92	24.69	48.89	320.50

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31348245006	256461002	684277	RHAY, MARY	21438	GREYSON RD	92557-8332	RHAY THOMAS E	21438 GREYSON RD	MORENO V	92557	191.66	19.17	37.95	248.76
96848305004	475261010	684277	VIVEROS, HECTOR (OWNR)	24072	GROVEN LN	92557-6331	VIVEROS HECTOR HUGO	24072 GROVEN LN	MORENO V	92557	255.29	25.53	50.55	331.36
31390445006	475262006	684277	RIKE, MICHAEL	24125	GROVEN LN	92557-6325	RIKE MICHAEL W	24125 GROVEN LN	MORENO V	92557	68.96	6.896	13.65	89.5
31555925003	475250039	684277	MARSHALL, CLAUDIA	24347	GROVEN LN	92557-6334	MARSHALL KENNETH W	24347 GROVEN LN	MORENO V	92557	255.18	25.518	50.53	331.22
92303915006	486351009	684277	TENNIN, TERRY	15536	GUAJOME RD	92551-1900	TRAN LOC	1306 N HURON DR	SANTA AN	92706	203.37	20.34	40.27	263.96
96131975004	486351010	684277	HANSON, JANELL AND TRAVIS	15546	GUAJOME RD	92551-1900	HANSON TRAVIS J	15546 GUAJOME RD	MORENO V	92551	191.66	19.17	37.95	248.76
31301915004	486351011	684277	PONCE, REBECCA	15556	GUAJOME RD	92551-1900	PONCE REBECA	15556 GUAJOME RD	MORENO V	92551	165.40	16.54	32.75	214.68
90885033009	486352007	684277	TAYLOR, DEAUNDRE	15565	GUAJOME RD	92551-1901	WHITFIELD BARTON B	1800 TAPO CANYON SV2202	SIMI VALLE	93063	138.74	13.874	27.47	180.08
85097275007	486351014	684277	RAMOS, GREGORY	15586	GUAJOME RD	92551-1903	RAMOS GREGORY C	15586 GUAJOME RD	MORENO V	92551	255.29	25.53	50.55	331.36
91714685003	486352059	684277	AGUIRRE, MARIA (OWNR)	15615	GUAJOME RD	92551-1972	MAGANA RICARDO M	15615 GUAJOME RD	MORENO V	92551	128.14	12.81	25.37	166.32
88859035008	486352001	684277	HERNANDEZ, SONIA	15625	GUAJOME RD	92551-1904	MARTINEZ ASHLEY RENEE	15625 GUAJOME RD	MORENO V	92551	255.40	25.54	50.57	331.50
97053735000	486361001	684277	HAWKINS, BUNNY	15705	GUAJOME RD	92551-1958	SMITH AJA	15705 GUAJOME RD	MORENO V	92551	255.40	25.54	50.57	331.50
52164085004	296212046	684277	GARCIA, JUAN (RENT)	13805	GUCCI DR	92553-3430	NUNO RICARDO	28040 KALMIA AVE	MORENO V	92555	239.51	23.951	47.42	310.88
58397315006	292032013	684277	MASCORRO, OLGA (OWNR)	23128	GURNEY PL	92553-5205	MASCORRO OLGA L	23128 GURNEY PL	MORENO V	92553	141.77	14.18	28.07	184.00
31549645005	312281011	684277	KELLY, GLADYS	25967	HACIENDA CT	92551-6321	GALINDO GERMAN	25967 HACIENDA CT	MORENO V	92551	255.40	25.54	50.57	331.50
94298515000	312281017	684277	TAYLOR, JERRY	25976	HACIENDA CT	92551-6321	TAYLOR JERRY F	25976 HACIENDA CT	MORENO V	92551	255.29	25.53	50.55	331.36
31637905003	312281013	684277	SOLIS, JOSEFINA (RENT)	25983	HACIENDA CT	92551-6321	PETALLAR CELESTINO C	25983 HACIENDA CT	MORENO V	92551	195.39	19.539	38.69	253.6
31431445008	312281015	684277	MOORE, TAKIYA (OWNR)	25992	HACIENDA CT	92551-6321	MOORE TAKIYA AMIRA	25992 HACIENDA CT	MORENO V	92551	319.03	31.90	63.17	414.10
65882145004	479412001	684277	WILSON, RUTH	12537	HACKBERRY LN	92553-4776	WILSON RUTH	12537 HACKBERRY LN	MORENO V	92553	255.40	25.54	50.57	331.50
95592015000	479412005	684277	MITCHELL, NICOLE	12587	HACKBERRY LN	92553-4776	JIT INDER	12587 HACKBERRY LN	MORENO V	92553	367.33	36.73	72.73	476.78
31123095004	479412006	684277	RIOS, JOSE AND HERMILA (RENT)	12599	HACKBERRY LN	92553-4776	ALDANA CORNELIO	12599 HACKBERRY LN	MORENO V	92553	255.40	25.54	50.57	331.50
93741725006	308431007	684277	NORRIS, LATAICHA	16427	HACKNEY CT	92555-3326	MENDOZA JIMMY	16427 HACKNEY CT	MORENO V	92555	255.40	25.54	50.57	331.50
31640215002	308431006	684277	LUGO, MANUELA (RENT)	16437	HACKNEY CT	92555-3326	ARAB ALI	16437 HACKNEY CT	MORENO V	92555	63.63	6.363	12.60	82.58
95453055006	308522015	684277	PORTER, TRAVIS (RENT)	26092	HAFLINGER CT	92555-3386	HERNANDEZ JORGE E	1427 PIEDRA ST	SAN DIEGO	92154	20.16	2.016	3.99	26.16
85273445009	482690029	684277	TABIL, JESUS	14682	HAMBY CT	92553-9426	TABIL JESUS T	14682 HAMBY CT	MORENO V	92553	255.29	25.53	50.55	331.36
31407035004	482690030	684277	BUENROSTRO, MARGARITA AND L	14685	HAMBY CT	92553-9426	BUENROSTRO LUIS MANUEL	14685 HAMBY CT	MORENO V	92553	63.96	6.40	12.66	83.02
92815395008	482690028	684277	MORALES, CHARLES (RENT)	14692	HAMBY CT	92553-9426	SKAGGS JOHN PATRCK	145 NW FLAGLINE DR	BEND OR	97701	58.14	5.81	11.51	75.46
31057605007	304400008	684277	GHALWEN, MAHMU	15531	HAMMETT CT	92555-4956	GHALWEN MAHMUD	15531 HAMMETT CT	MORENO V	92555	255.40	25.54	50.57	331.50
31358925002	304401018	684277	ALFARO, MIGUEL	15546	HAMMETT CT	92555	ALFARO MIGUEL ARISTEO	15546 HAMMETT CT	MORENO V	92555	55.40	5.54	10.97	71.9
31141565007	304400002	684277	GARZA, LENNY	15591	HAMMETT CT	92555-4956	GARZA JAMES A	15591 HAMMETT CT	MORENO V	92555	191.77	19.18	37.97	248.90
55249485006	304581004	684277	ADAMS, JOE AND SHIRELY (RENT)	15670	HAMMETT CT	92555-4993	LUDI HECTOR DANIEL	15670 HAMMETT CT	MORENO V	92555	77.10	7.71	15.27	100.06
52185815006	304450014	684277	ALVAREZ, CHRISTINA (RENT)	14852	HAMPSHIRE CIR	92555-7059	JURADO NICOLAS	14852 HAMPSHIRE CIR	MORENO V	92555	134.93	13.49	26.72	175.12
31597995000	478312008	684277	YBARRA, TONY (OWNR)	28690	HANDEL CT	92555-6735	YBARRA ANTHONY P	28690 HANDEL CT	MORENO V	92555	32.00	3.20	6.34	41.52
60271085007	478312006	684277	HODGES, ERNESTINA	28722	HANDEL CT	92555-6736	GUZMAN JUAN	28722 HANDEL CT	MORENO V	92555	255.29	25.53	50.55	331.36
97605045002	481064038	684277	PALOMINO, MELISSA	12165	HANOVER AVE	92557-7823	PALOMINO JESUS	12165 HANOVER AVE	MORENO V	92557	255.29	25.53	50.55	331.36
71525785006	291412006	684277	JAIMEZ, J GREGORY (RENT)	22611	HANOVER CT	92557-6817	BIBB MARGUERITE M	17149 DEEP WOOD LN	RIVERSIDE	92503	40.40	4.04	8.00	52.42
31532365009	481291001	684277	AGUAYO, MARIA AND LUCIO	12011	HARCLARE DR	92557-7826	AGUAYO BRENDA	12011 HARCLARE DR	MORENO V	92557	255.29	25.53	50.55	331.36
94705135004	481291003	684277	PICKETT, ROLANDA	12033	HARCLARE DR	92557-7826	PICKETT ROLANDA	12033 HARCLARE DR	MORENO V	92557	115.00	11.5	22.77	149.26
1.01472E+11	481291010	684277	SITNER, MICHAEL P	12101	HARCLARE DR	92557-7828	SITNER MICHAEL PHILLIP	12101 HARCLARE DR	MORENO V	92557	255.29	25.53	50.55	331.36
97335135007	481291018	684277	JIMINEZ, YOLANDA	12175	HARCLARE DR	92557-7828	JIMENEZ YOLANDA	12175 HARCLARE DR	MORENO V	92557	332.40	33.24	65.82	431.44
52185745001	481291022	684277	KING, WILLIE	12219	HARCLARE DR	92557-7830	KING WILLIE	12219 HARCLARE DR	MORENO V	92557	255.29	25.53	50.55	331.36
80463325006	481302025	684277	CORONADO, JULIETA	12261	HARCLARE DR	92557-7830	CORONADO JULIETA	12261 HARCLARE DR	MORENO V	92557	55.29	5.529	10.95	71.76
31090985008	482551003	684277	MORGAN, ELEANOR	13401	HAREWOOD DR	92553-3802	TRP FUND I	180 NEWPORT CENTER NO 230	NEWPORT	92660	172.78	17.28	34.21	224.26
31656155000	312164026	684277	MENDEZ, IMELDA	16781	HARKER CIR	92551-2521	MENDEZ JOSE ANTONIO	5300 CANYON CREST DR APT K	RIVERSIDE	92507	255.29	25.53	50.55	331.36
50508765001	312164024	684277	ZUNIGA, ERICA	16797	HARKER CIR	92551-2521	GALLEGOS SERGIO	16797 HARKER CIR	MORENO V	92551	332.40	33.24	65.82	431.44
55931295009	312171054	684277	FUTCH, SHARON	25017	HARKER LN	92551-2517	AURIC GLOBAL	11037 WARNER AVE NO 159	FOUNTAIN	92708	332.16	33.216	65.77	431.14
57888335001	312171051	684277	BROWN, VALENCIA	25047	HARKER LN	92551-2517	BROWN EDWARD	25047 HARKER LN	MORENO V	92551	332.64	33.26	65.86	431.76
73687275009	312171045	684277	JACKSON, THOMAS	25107	HARKER LN	92551-2523	ROSS LORA	25107 HARKER LN	MORENO V	92551	332.40	33.24	65.82	431.44
57295485007	312171044	684277	COCIO, ROSAMARIA	25117	HARKER LN	92551-2523	FERNANDEZ GERARDO	25117 HARKER LN	MORENO V	92557	255.18	25.518	50.53	331.22
66379115006	312171043	684277	AGUILAR, RICHARD	25127	HARKER LN	92551-2523	AGUILAR RICHARD E	25127 HARKER LN	MORENO V	92551	332.40	33.24	65.82	431.44
94847935006	312164031	684277	MURFITT, ALAN	25128	HARKER LN	92551-2522	VANCE BAKER ANNETTA	25128 HARKER LN	MORENO V	92551	332.64	33.26	65.86	431.76
31215635005	312171042	684277	BURNETT, KEVIN (OWNR)	25137	HARKER LN	92551-2523	BURNETT RAMONA M	25137 HARKER LN	MORENO V	92551	332.64	33.26	65.86	431.76
31286725007	312171041	684277	RIVAS, DIANA (RENT)	25147	HARKER LN	92551-2523	KIRMANI NELOFER	25147 HARKER LN	MORENO V	92551	255.40	25.54	50.57	331.50
62228425004	312171033	684277	MURILLO, ALFREDO (OWNR)	25227	HARKER LN	92551-2595	MURILLO ALFREDO	25227 HARKER LN	MORENO V	92551	255.40	25.54	50.57	331.50
31342595005	264174007	684277	PRECIADO, MARIA (RENT)	23141	HARLAND DR	92557-5407	TMSH PROP	319 E PALM DR STE D	PLACENTIA	92870	159.35	15.94	31.55	206.82
91498233008	264174008	684277	SIERRA, PHYLLIS	23153	HARLAND DR	92557-5407	HOLNESS RAY	10707 PARK RIM CIR	MORENO V	92557	172.28	17.23	34.11	223.60
31164035001	264174009	684277	LIZARRAGA, JEFFREY (RENT)	23165	HARLAND DR	92557-5407	DIAZ REBECCA T	23165 HARLAND DR	MORENO V	92557	227.00	22.70	44.95	294.64
31235545002	264174011	684277	LOPEZ, ANTONIO AND MARIA	23189	HARLAND DR	92557-5407	LOPEZ ANTONIO	23189 HARLAND DR	MORENO V	92557	155.18	15.518	30.73	201.42
57130135000	264172024	684277	FLORES, JORGE	23200	HARLAND DR	92557-5410	FLORES JORGE A	23200 HARLAND DR	MORENO V	92557	431.73	43.17	85.48	560.38
96553155001	264173002	684277	GONZALEZ, MIGUEL	23224	HARLAND DR	92557-5411	CONTRERAS VICTOR	23224 HARLAND DR	MORENO V	92557	63.96	6.40	12.66	83.02
82247965006	264254005	684277	ROSAS, JOHN (RENT)	23284	HARLAND DR	92557-5411	ROSAS KELLY F	23284 HARLAND DR	MORENO V	92557	255.29	25.53	50.55	331.36
97668415002	264253004	684277	SELDEN, ANITA AND ROBERT	23285	HARLAND DR	92557-5408	SELDEN ROBERT E	23285 HARLAND DR	MORENO V	92557	63.96	6.40	12.66	83.02
57321685009	264252019	684277	SOLORIO, RICHARD	23391	HARLAND DR	92557-5409	SOLORIO MARIA TERESA	23391 HARLAND DR	MORENO V	92557	255.29	25.53	50.55	331.36
31254685003	264254017	684277	WHIDBEE, ANGIE (RENT)	23424	HARLAND DR	92557-5412	MONTIJO JOE L	18785 HAWKHILL AVE	PERRIS CA	92570	326.72	32.67	64.69	424.08
95253603005	486035010	684277	GONZALEZ, JUAN (OWNR)	25865	HARRIET AVE	92551-1410	GONZALEZ JUAN	25865 HARRIET AVE	MORENO V	92551	63.96	6.40	12.66	83.02

91424985006	486021001	684277	OCHOA, JOSE AND ALJONDRA (OV	25906	HARRIET AVE	92551-7009	CASTELLON JOSE DE JESUS	25575 CATALEJO LN	MORENO V	92551	255.40	25.54	50.57	331.50
31470585006	486021004	684277	RON, LYDIA (RENT)	25944	HARRIET AVE	92551-7009	COLFIN AL CA 4	24682 DEL PRADO NO 200	DANA POIN	92629	171.76	17.176	34.01	222.94
31313905001	486025026	684277	VASQUEZ, AURORA	25959	HARRIET AVE	92551-7008	VAZQUEZ ALEJANDRO	25959 HARRIET AVE	MORENO V	92551	255.29	25.53	50.55	331.36
31516155006	486021006	684277	AMEZCUA, MARIA	25972	HARRIET AVE	92551-7009	FLORES OSWALDO	25972 HARRIET AVE	MORENO V	92551	255.29	25.53	50.55	331.36
31484355005	264301032	684277	LOPEZ, RONNY	11885	HARTLAND PL	92557-6102	LOPEZ RONNY	8381 15TH ST NO L4	WESTMINS	92683	210.78	21.078	41.73	273.58
88324385009	264301033	684277	DOOLAN, MARIA AND DANIEL (OV	11895	HARTLAND PL	92557-6102	DOOLAN MARIA ANGELICA	11895 HARTLAND PL	MORENO V	92557	219.11	21.911	43.38	284.4
94676753006	264301034	684277	ROLDAN, KATRINA (RENT)	11905	HARTLAND PL	92557-6102	MACIAS MARIA	11905 HARTLAND PL	MORENO V	92557	332.40	33.24	65.82	431.44
64924965002	264301037	684277	CUBA, WILFREDO AND OFELIA	11931	HARTLAND PL	92557-6102	CUBA OFELIA	11931 HARTLAND PL	MORENO V	92557	55.18	5.518	10.93	71.62
31554665000	264301039	684277	BATTLE, RAYMOND	11949	HARTLAND PL	92557-6102	BATTLE RAYMOND	11949 HARTLAND PL	MORENO V	92557	29.86	2.986	5.91	38.74
96183255006	474431003	684277	HUTCHINSON, TERRI	24260	HARVEST RD	92557-4021	PICKENS DWIGHT D	24260 HARVEST RD	MORENO V	92557	212.40	21.24	42.06	275.68
31447455001	474431009	684277	JACKSON, KINSEY	24271	HARVEST RD	92557-4047	JACKSON KINSEY L	24271 HARVEST RD	MORENO V	92557	332.40	33.24	65.82	431.44
51427995005	304501020	684277	SERRANO, RAMIRO AND ROSA (OV	27856	HASTINGS DR	92555-5745	SERRANO RAMIRO	27856 HASTINGS DR	MORENO V	92555	24.18	2.42	4.79	31.38
91036455009	482441015	684277	TEJEDA, SAMUEL	14075	HAUSTEEN CT	92553-6720	HERRERA VICTOR M	14075 HAUSTEEN CT	MORENO V	92553	255.40	25.54	50.57	331.50
49707095004	482441017	684277	GRAJEDA, ANGELA (RENT)	14103	HAUSTEEN CT	92553-6756	AVALOS SIMONA	14103 HAUSTEEN CT	MORENO V	92553	30.40	3.04	6.02	39.44
31410495001	312091037	684277	BARRON, KYMAR (OWNR)	16330	HAVENWOOD RD	92551-9200	BARRON KYMAR	16330 HAVENWOOD RD	MORENO V	92551	255.40	25.54	50.57	331.50
31412395008	312091032	684277	MANZO, ANITA	16380	HAVENWOOD RD	92551-9200	GARCIA JAZMIN E	16380 HAVENWOOD RD	MORENO V	92551	105.40	10.54	20.87	136.80
31408135001	312091031	684277	GARCIA, ANNETTE	16394	HAVENWOOD RD	92551-9200	BARBOSA VICTOR	8214 LAVENDER LN	RIVERSIDE	92508	255.40	25.54	50.57	331.50
31439595009	312082008	684277	MADDEN, DEMITRIUS	16407	HAVENWOOD RD	92551-9289	MADDEN JACQUELINE L	16407 HAVENWOOD RD	MORENO V	92551	255.29	25.53	50.55	331.36
94683553004	312091030	684277	ANGUIANO, ERIC A	16408	HAVENWOOD RD	92551-9290	GARCIA SIRIA	16408 HAVENWOOD RD	MORENO V	92551	326.45	32.65	64.64	423.72
91364815000	312082007	684277	SULLIVAN, ROBERT	16417	HAVENWOOD RD	92551-9220	DEEB RICHARD	2537 GLENBUSH CIR	CORONA C	92882	332.40	33.24	65.82	431.44
31244085000	312082003	684277	SINGLETON, CHERYL	16459	HAVENWOOD RD	92551-9220	SINGLETON PAUL	16459 HAVENWOOD RD	MORENO V	92551	332.40	33.24	65.82	431.44
98303525012	479501016	684277	LOVELACE, MARGARET (RENT)	25406	HAWKWOOD TRL	92557-7544	WEST CHRISTOPHER	25406 HAWKWOOD TR	MORENO V	92557	252.20	25.22	49.94	327.34
31244685005	479502005	684277	VASQUEZ, ANGELINA	25411	HAWKWOOD TRL	92557-7543	VASQUEZ ANGELINA	25411 HAWKWOOD TR	MORENO V	92557	53.90	5.39	10.67	69.96
96772305006	291631028	684277	DANIEL, CHRIS (RENT)	13402	HAWTHORN AVE	92553-6984	NICOLA FAYEZ F	1395 KIRKMICHAEL CIR	RIVERSIDE	92507	225.62	22.56	44.67	292.84
31273885001	291636020	684277	GORDILLO, YESENIA	13429	HAWTHORN AVE	92553-6985	GORDILLO YOLANDA	13429 HAWTHORN AVE	MORENO V	92553	255.40	25.54	50.57	331.50
93369415001	291636002	684277	KHAN, NAEEM	22321	HAWTHORN AVE	92553-6989	KHAN NAEEM	22321 HAWTHORN AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31597915007	291636004	684277	FERNANDEZ, VINCENT F	22349	HAWTHORN AVE	92553-6989	FERNANDEZ VINCENT ANTHONY	22349 HAWTHORN AVE	MORENO V	92553	154.90	15.49	30.67	201.06
97839385005	291636007	684277	LUTHY, HEATHER (RENT)	22393	HAWTHORN AVE	92553-6989	SILVERMAN SCOTT C	22393 HAWTHORN AVE	MORENO V	92553	109.70	10.97	21.72	142.38
93057365002	291636009	684277	MOE, TIMOTHY (RENT)	22411	HAWTHORN AVE	92553-6987	CHAU JACK CHUNGYEE	1884 S OAKGATE ST	MONTERE	91755	128.14	12.81	25.37	166.32
90849445009	291361024	684277	SALAZAR, CESAR (RENT)	22422	HAWTHORN AVE	92553-6986	GODINEZ VALERIA	12308 HYTHE ST	MORENO V	92557	110.00	11.00	21.78	142.78
90772083008	487302017	684277	RIVERA, LISA	26475	HAZELCREST CT	92555-2201	LAMBERT KEVIN L	26475 HAZELCREST CT	MORENO V	92555	255.18	25.518	50.53	331.22
64478295000	312082042	684277	CLAYBON, BEANIKA (RENT)	16427	HAZELWOOD CT	92551-9218	TRAN HA	23331 RIDGELINE RD	DIAMOND	91765	157.48	15.75	31.18	204.4
90627815001	260135007	684277	ROACH, PATRICIA	23760	HAZELWOOD DR	92557-3907	ROACH BRIGHAM KELLY JO	23760 HAZELWOOD DR	MORENO V	92557	271.49	27.15	53.76	352.38
58972285002	260142024	684277	FLORES, GUADALUPE	23869	HAZELWOOD DR	92557-3933	MARTINEZ SOLEDAD	23869 HAZELWOOD DR	MORENO V	92557	255.18	25.518	50.53	331.22
71254625007	260142017	684277	ARGOTE, DORA (RENT)	23939	HAZELWOOD DR	92557-3937	HOULE DEBRA LYNN	2002 COUNTRYHAVEN CT	ENCINITAS	92024	169.65	16.965	33.59	220.2
88689575005	260142016	684277	VELASCO, SANDRA	23949	HAZELWOOD DR	92557-3937	VELASCO SANDRA	23949 HAZELWOOD DR	MORENO V	92557	64.29	6.429	12.73	83.44
64179665006	481260053	684277	FRANCO, ARMANDO AND ANNA A	12820	HEACOCK ST	92553-3118	FRANCO ARMANDO	6339 CENTURY HILL DR	RIVERSIDE	92506	183.21	18.32	36.28	237.80
65398675009	479384013	684277	WHITFORD, DEBRA	12509	HEARTLEAF ST	92553-4761	WHITFORD ROBERT	12509 HEARTLEAF ST	MORENO V	92553	282.40	28.24	55.92	366.54
71996095004	479384015	684277	ALVAREZ, VIANEY (OWNR)	12529	HEARTLEAF ST	92553-4761	ALVAREZ VICTOR J	12529 HEARTLEAF ST	MORENO V	92553	332.40	33.24	65.82	431.44
62409155006	479384010	684277	TILLMAN, SHARRON	12534	HEARTLEAF ST	92553-4761	TILLMAN SHARRON R	12534 HEARTLEAF ST	MORENO V	92553	55.29	5.53	10.95	71.76
97109275006	479382011	684277	WILLFORD, KIMBERLY AND WILLIA	12682	HEARTLEAF ST	92553-4766	WEI AMY	3180 LOMBARDY RD	PASADENA	91107	191.77	19.18	37.97	248.90
31265525003	479381008	684277	PLAZOLA, FRANCISCO JAVIER	12721	HEARTLEAF ST	92553-1207	FEDERAL NATL MORTGAGE ASSN	1800 TAPO CANYON SV2202	SIMI VALLE	93063	229.78	22.98	45.50	298.24
87936925008	485072023	684277	HALL, KISHA	24659	HEATH CT	92551-4097	HALL DWAYNE	24659 HEATH CT	MORENO V	92551	255.29	25.53	50.55	331.36
31212395002	485072027	684277	FREGOSO, LOUIS AND CAROL	24680	HEATH CT	92551-4096	FREGOSO LOUIS	24680 HEATH CT	MORENO V	92551	255.29	25.53	50.55	331.36
31379305008	485072020	684277	LOPEZ, ALBERTO	24689	HEATH CT	92551-4097	LOPEZ ALBERTO	24689 HEATH CT	MORENO V	92551	167.04	16.70	33.07	216.80
31174005006	485072028	684277	GEORGE, MARIE	24690	HEATH CT	92551-4096	GEORGE MARIE	24690 HEATH CT	MORENO V	92551	255.29	25.53	50.55	331.36
92677925001	485072019	684277	JOHNSON, JOSEPH (OWNR)	24699	HEATH CT	92551-4097	JOHNSON ERNESTINE	24699 HEATH CT	MORENO V	92551	255.29	25.53	50.55	331.36
91399653009	485072029	684277	CRUMP, BILLY (RENT)	24700	HEATH CT	92551-4003	PHAM TAN VA	23 ASHGROVE RD	MARKHAM	0	223.90	22.39	44.33	290.62
69295295003	312095006	684277	CALDERON, ALFREDO (RENT)	16334	HEATHER GLEN RD	92551-9248	GAOUETTE MARK	P O BOX 1300	CHINO HIL	91709	255.40	25.54	50.57	331.50
95577375005	312095012	684277	DUARTE, SILMA AND DELFINIO	16382	HEATHER GLEN RD	92551-9250	ARGUETA DELFIDIO A DUARTE	16382 HEATHER GLEN RD	MORENO V	92551	68.14	6.81	13.49	88.44
60100235007	312094019	684277	AMIGO, OSVALDO	16405	HEATHER GLEN RD	92551-9251	AMIGO OSVALDO M	16405 HEATHER GLEN RD	MORENO V	92551	108.49	10.85	21.48	140.82
91601943008	312095015	684277	HAWKINS, HOLLY (RENT)	16406	HEATHER GLEN RD	92551-9250	NOVAK KAREL	P O BOX 6599	LA QUINTA	92248	28.78	2.878	5.70	37.34
86257805005	312095016	684277	GOMEZ, TERESA (RENT)	16414	HEATHER GLEN RD	92551-9250	IKPA UDUMA	13862 SAN ANTONIO AVE	CHINO CA	91710	187.22	18.722	37.07	243
48647715003	312095017	684277	GATHRIGHT, REGINALD	16422	HEATHER GLEN RD	92551-9250	SPRINGER GERTRUDE	16422 HEATHER GLEN RD	MORENO V	92551	255.29	25.53	50.55	331.36
93070895004	312103018	684277	BROWN, AUDREY (RENT)	16490	HEATHER GLEN RD	92551-9252	LE TRAM ANH	16490 HEATHER GLEN RD	MORENO V	92551	255.40	25.54	50.57	331.50
62249865007	482611019	684277	HOPKINS, MARIA	24770	HEIL DR	92553-5877	PHILLIPS MARIA ROBERTA	24770 HEIL DR	MORENO V	92553	255.40	25.54	50.57	331.50
91307573009	482612002	684277	GILSON, VALERIE L	24811	HEIL DR	92553-5847	GILSON KENNETH E	24811 HEIL DR	MORENO V	92553	63.96	6.40	12.66	83.02
31547885008	482612003	684277	REBOLLEDO, FRANK	24823	HEIL DR	92553-5847	REBOLLEDO FRANCISCO J	24823 HEIL DR	MORENO V	92553	255.29	25.53	50.55	331.36
31396705008	482612005	684277	KENNEDY, HEATHER (RENT)	24845	HEIL DR	92553-5847	NGUYEN TED B	5102 OAKFIELD AVE	SANTA AN	92703	252.98	25.30	50.09	328.36
98535173002	482614012	684277	ALPIVAR, GEORGE A	24916	HEIL DR	92553-5868	ALPIZAR GEORGE A	24916 HEIL DR	MORENO V	92553	255.29	25.53	50.55	331.36
31117905006	482614014	684277	DOUTHIT, CINDY	24944	HEIL DR	92553-5868	FAIR CARL	24944 HEIL DR	MORENO V	92553	332.40	33.24	65.82	431.44
31639775006	482612019	684277	MANUEL, MINKO (RENT)	24959	HEIL DR	92553-5867	NGUYEN TED B	24959 HEIL DR	MORENO V	92553	63.96	6.40	12.66	83.02
80777425008	487111023	684277	MURILLO, SANDRA	26370	HELENE DR	92555-1875	PALOMAREZ MICHAEL	26370 HELENE DR	MORENO V	92555	255.29	25.53	50.55	331.36
1.01927E+11	487111025	684277	EDMONDS, LISA	26385	HELENE DR	92555-1875	S D N & O PRINCIPAL DATA MGMT ANA	25920 IRIS AVE STE 13A	MORENO V	92551	255.29	25.53	50.55	331.36
31429565006	487111030	684277	GARLAND, MARA (RENT)	26435	HELENE DR	92555-1877	LE MICHAEL	12536 FARMBOROUGH CT	MIRA LOM	91752	255.40	25.54	50.57	331.50

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31283395003	260340016	684277	JOHNSON, ROBERT	23749	HELIOTROPE WAY	92557-2858	JOHNSON ROBERT B	23749 HELIOTROPE WAY	MORENO V	92557	332.40	33.24	65.82	431.44
96315535006	260340018	684277	JACKSON, DAVID	23769	HELIOTROPE WAY	92557-2858	JACKSON DAVID	23769 HELIOTROPE WAY	MORENO V	92557	409.51	40.95	81.08	531.54
31575615006	482600050	684277	RAMOS, JUAN (OWNR)	13291	HELMSDALE ST	92553-6217	RAMOS JUAN H	13291 HELMSDALE ST	MORENO V	92553	255.40	25.54	50.57	331.50
31062895009	482572025	684277	PENALOZA, PABLO	13322	HELMSDALE ST	92553-3311	OREGON PABLO PENALOZA	13322 HELMSDALE ST	MORENO V	92553	61.27	6.13	12.13	79.52
31579025002	482572026	684277	CARREON, MARIA	13328	HELMSDALE ST	92553-3311	CARREON JOSE	13328 HELMSDALE ST	MORENO V	92553	255.29	25.53	50.55	331.36
31481025001	482572029	684277	CERVANTES, MIGUEL	13350	HELMSDALE ST	92553-3311	CERVANTES MIGUEL	13350 HELMSDALE ST	MORENO V	92553	205.29	20.53	40.65	266.46
31322725000	292221006	684277	TUTTLE, MICHAEL	23621	HEMLOCK AVE	92557-8206	TUTTLE SATSUKI O	23621 HEMLOCK AVE	MORENO V	92557	255.29	25.53	50.55	331.36
31563225004	292212011	684277	RAMJATTAN, DOREEN	23634	HEMLOCK AVE	92557-7135	RAMJATTAN VERNON	23634 HEMLOCK AVE	MORENO V	92557	255.29	25.53	50.55	331.36
92649335004	292221007	684277	HASCOM, RICHARD	23635	HEMLOCK AVE	92557-8206	HANSCOM RICHARD L	23635 HEMLOCK AVE	MORENO V	92557	319.43	31.94	63.25	414.62
96759375008	292181002	684277	LIONGSON, RIGOBERTO A	23798	HEMLOCK AVE	92557-7138	CANTU HORTENCIA	23798 HEMLOCK AVE	MORENO V	92557	255.29	25.53	50.55	331.36
74888585007	292181003	684277	WEATHERMAN, ERIC	23838	HEMLOCK AVE	92557-7138	SMITH JOHN CHARLES	23838 HEMLOCK AVE	MORENO V	92557	255.40	25.54	50.57	331.50
96764445004	292181008	684277	SOTELO, MAYRA	23848	HEMLOCK AVE	92557-7143	STONE BUD	177 KNOX CT	RIVERSIDE	92507	274.47	27.45	54.35	356.26
73456335007	292181009	684277	FRIAS, FRANKIE (RENT)	23854	HEMLOCK AVE	92557-7143	STONE BUD	177 KNOX CT	RIVERSIDE	92507	508.49	50.85	100.68	660.02
95341795008	292181018	684277	TORRES, TRANSITO	23890	HEMLOCK AVE	92557-7143	BALLADARES JORGE	23890 HEMLOCK AVE	MORENO V	92557	255.29	25.53	50.55	331.36
96778945009	292181019	684277	PEREZ, EDITH (RENT)	23906	HEMLOCK AVE	92557-7143	MARSHALL RESIDENTIAL PROP	14305 CORPORATE WAY	MORENO V	92553	212.98	21.30	42.17	276.44
92574355009	481090031	684277	PATCHEN, LONNIE	24513	HEMLOCK AVE	92557-7302	PATCHEN HELEN G	24513 HEMLOCK AVE	MORENO V	92555	266.76	26.68	52.82	346.24
82095485000	481312034	684277	PEREZ, ELVIA	24523	HEMLOCK AVE	92557-7362	PEREZ ALBERTO C	24523 HEMLOCK AVE	MORENO V	92557	255.29	25.53	50.55	331.36
97441555004	481064008	684277	HERNANDEZ, CAROLINA	24528	HEMLOCK AVE	92557-7301	CASTANEDA RUDI	24528 HEMLOCK AVE	MORENO V	92557	255.40	25.54	50.57	331.50
93906383006	481064009	684277	THOMAS, LOLA	24548	HEMLOCK AVE	92557-7301	THOMAS LOLA M ESTATE OF	24548 HEMLOCK AVE	MORENO V	92557	255.29	25.53	50.55	331.36
73399755000	481312030	684277	MEJIA, TONY (OWNR)	24565	HEMLOCK AVE	92557-7362	MEJIA ANTONIO	27265 OCEAN DUNES	MORENO V	92555	255.40	25.54	50.57	331.50
81487095002	481064020	684277	VODEGAL, CHRISTAL (RENT)	24710	HEMLOCK AVE	92557-7308	GREER JONATHAN	9921 MICHAEL WAY	MORENO V	92557	255.40	25.54	50.57	331.50
31197205005	481322009	684277	OSBORN, DOUGLAS AND CHRISTIN	24777	HEMLOCK AVE	92557-7376	OSBORN DOUGLAS E	24777 HEMLOCK AVE	MORENO V	92557	432.06	43.206	85.55	560.8
94692195001	479300004	684277	WALKER, ROBERT	25201	HEMLOCK AVE	92557-7520	WALKER ROBERT E	25201 HEMLOCK AVE	MORENO V	92557	128.03	12.80	25.35	166.18
89000005004	479663032	684277	WINSTON, NICHOLE (RENT)	25212	HEMLOCK AVE	92557-7519	BOYKIN MAE ETHEL	25212 HEMLOCK AVE	MORENO V	92557	259.55	25.96	51.39	336.88
31331175006	479312014	684277	O'QUINN, PAMELA (RENT)	25429	HEMLOCK AVE	92557-7523	LOUDEN	620 NEWPORT CTR DR 8TH FL	NEWPORT	92660	289.50	28.95	57.32	375.76
31461965005	479312011	684277	TUCKER, LEE	25459	HEMLOCK AVE	92557-7523	FRIESEN JON	25459 HEMLOCK AVE	MORENO V	92557	255.29	25.53	50.55	331.36
31497185003	479312009	684277	BOWEN, MYESHA	25481	HEMLOCK AVE	92557-7523	MENIEFIELD DONNA M	25481 HEMLOCK AVE	MORENO V	92557	255.29	25.53	50.55	331.36
56012535007	487140021	684277	AVILA, ANA	26256	HEMLOCK AVE	92555-2018	AVILA ISIDRO	26256 HEMLOCK AVE	MORENO V	92555	332.64	33.26	65.86	431.76
89235643002	488270018	684277	FERRER, MARIA	28131	HEMLOCK AVE	92555-5433	HARRIS JOHN CRAIG	28131 HEMLOCK AVE	MORENO V	92555	255.40	25.54	50.57	331.50
1.00248E+11	488241010	684277	BAILEY, ROBERT (OWNR)	28160	HEMLOCK AVE	92555-5412	BAILEY ROBERT L	28160 HEMLOCK AVE	MORENO V	92555	35.29	3.53	6.99	45.80
90781803008	488281008	684277	PORTER, SARA	28299	HEMLOCK AVE	92555-5413	PORTER SARA	28299 HEMLOCK AVE	MORENO V	92555	255.29	25.53	50.55	331.36
70049205000	479341029	684277	CHICAS, GUSTAVO (RENT) APTS	24819	HEMLOCK AVE UNIT B	92557-7374	SANCHEZ CELICA J	25213 TODD DR	MORENO V	92553	34.16	3.416	6.76	44.32
31268605000	479670026	684277	MONROY, JULIO	25280	HENRY CT	92553-5415	MONROY JULIO	25280 HENRY CT	MORENO V	92553	255.29	25.53	50.55	331.36
31304895002	479670021	684277	WHITE, GREGORY (RENT)	25329	HENRY CT	92553-5415	U S BANK NATL ASSN	10790 RANCHO BERNARDO RD	SAN DIEGO	92127	246.91	24.69	48.89	320.48
31267825006	291411008	684277	CHANEY, JAMES	12101	HERITAGE DR	92557-6850	CHANEY JAMES EDWARD	12101 HERITAGE DR	MORENO V	92557	255.29	25.53	50.55	331.36
31593795001	291431004	684277	MEDINA, MIGUEL ANGEL	12239	HERITAGE DR	92557-6813	MEDINA MIGUEL ANGEL	12239 HERITAGE DR	MORENO V	92557	105.29	10.53	20.85	136.66
51356305001	291432013	684277	BLACK, EUGENE	12246	HERITAGE DR	92557-6814	BLACK EUGENE	12246 HERITAGE DR	MORENO V	92557	255.29	25.53	50.55	331.36
31342785005	291432008	684277	PEREZ, ADALBERTO AND ELSA	12306	HERITAGE DR	92557-6852	PEREZ ADALBERTO	12306 HERITAGE DR	MORENO V	92557	292.47	29.25	57.91	379.62
88689675004	473230003	684277	KRAUSE, MARIA ELENA	11187	HERMINIA CT	92555-6569	KRAUSE MARIA ELENA	11187 HERMINIA CT	MORENO V	92555	63.96	6.40	12.66	83.02
90441803009	473230007	684277	GONZALES, MARTIN	11214	HERMINIA CT	92555-6503	GARCIA JORGE G	11214 HERMINIA CT	MORENO V	92555	332.40	33.24	65.82	431.44
51818855004	485134005	684277	SNOOK, CHERYL	15391	HERNE CT	92551-4075	SNOOK WAYNE	15391 HERNE CT	MORENO V	92551	255.29	25.53	50.55	331.36
94430515009	485133016	684277	HUERTA, LEONARDO	15466	HERNE CT	92551-4050	HUERTA LEONARDO	15466 HERNE CT	MORENO V	92551	255.29	25.53	50.55	331.36
31365685007	482141005	684277	MARTIN, VICTOR AND DEBORAH S	13284	HIAWATHA LN	92553-3890	MARTIN VICTOR D	13284 HIAWATHA LN	MORENO V	92553	361.31	36.13	71.54	468.98
63990815006	482141004	684277	GAMONT, LYDIA	13292	HIAWATHA LN	92553-3890	GAMONT LYDIA YVONNE	13292 HIAWATHA LN	MORENO V	92553	128.14	12.81	25.37	166.32
31188215002	482141001	684277	COCO, JOHN	13332	HIAWATHA LN	92553-3825	ALDAHHAN ABDULMAJID A	P O BOX 460055	ESCONDID	92046	222.16	22.22	43.99	288.36
63020755004	482152015	684277	SINGLETON, TRACY	13366	HIAWATHA LN	92553-3879	SINGLETON PAUL	13404 HIAWATHA LN	MORENO V	92553	412.04	41.20	81.58	534.82
51352675002	482152013	684277	SINGLETON, MARCELA SEE NOTES	13404	HIAWATHA LN	92553-3826	SINGLETON MARCELLA	13404 HIAWATHA LN	MORENO V	92553	486.62	48.66	96.35	631.62
84524555002	482152003	684277	ZUNIGA, JENNIFER	13417	HIAWATHA LN	92553-3891	ARCOS JUAN DANIEL	13417 HIAWATHA LN	MORENO V	92553	255.40	25.54	50.57	331.50
97082845005	482152012	684277	RUIZ, JOSE	13420	HIAWATHA LN	92553-3826	RUIZ JOSE R	13420 HIAWATHA LN	MORENO V	92553	255.29	25.53	50.55	331.36
55037595002	947661021	684277	MCGEE, PRICILLA (OWNR)	13439	HIAWATHA LN	92553-3891	CANTU HOMER CRUZ	24054 CROWNED PARTRIDGE LN	MORENO V	92562	328.95	32.90	65.13	426.96
31469725009	482152009	684277	GREY, KATHLENE	13448	HIAWATHA LN	92553-3826	GREY KATHLEEN M	13448 HIAWATHA LN	MORENO V	92553	255.40	25.54	50.57	331.50
95199835002	482152008	684277	MUNOZ, MIDEY AND LESLIE	13458	HIAWATHA LN	92553-3826	MUNOZ LESLIE Z	13458 HIAWATHA LN	MORENO V	92553	255.29	25.53	50.55	331.36
91499343003	291620022	684277	WHITE, MARLON AND BRIDGET	13338	HICKORY WAY	92553-6936	LIU FEI	7374 WAKE FOREST DR	CORONA (	92880	191.77	19.18	37.97	248.90
60126265005	484051017	684277	WUENCE, ANTONIO	14220	HIGH NOON CT	92553-4486	WUENCE ANTONIO	14220 HIGH NOON CT	MORENO V	92553	255.40	25.54	50.57	331.50
90952655006	473210007	684277	JOHNSON, JOHN AND JANE	29100	HIGHLAND BLVD	92555-6507	JOHNSON JOHN FAMILY TRUST	29100 HIGHLAND BLV	MORENO V	92555	332.40	33.24	65.82	431.44
31372065003	473210012	684277	MARES, SUSAN	29122	HIGHLAND BLVD	92555-6507	MARES RICHARD S	29122 HIGHLAND BLV	MORENO V	92555	213.56	21.356	42.28	277.2
31196395007	304070051	684277	GJELHAUG, CARL (RENT)	28509	HIGHPOINT AVE	92555-7000	DEFOY WALTER E	28509 HIGHPOINT AVE	MORENO V	92555	63.63	6.363	12.60	82.58
97061245006	304070055	684277	BRUNO, JULIUS	28540	HIGHPOINT AVE	92555-7000	BRUNO JULIUS	28540 HIGHPOINT AVE	MORENO V	92555	191.66	19.17	37.95	248.76
94980555004	304070046	684277	DAPHIN, ALLAN (RENTR)	28559	HIGHPOINT AVE	92555-7000	ROUSSIN RICK	11485 AWENITA	CHATSWO	91311	128.14	12.81	25.37	166.32
31200935004	304070007	684277	ROCHA, EFRAIN (OWNR)	28620	HIGHPOINT AVE	92555-7004	ROCHA EFRAIN	28620 HIGHPOINT AVE	MORENO V	92555	255.40	25.54	50.57	331.50
31497505006	304070022	684277	BRANDON, THOMAS	28631	HIGHPOINT AVE	92555-7002	BRANDON THOMAS R	28631 HIGHPOINT AVE	MORENO V	92555	255.29	25.53	50.55	331.36
31498685006	304070010	684277	BROOKS, AUDREY	28652	HIGHPOINT AVE	92555-7004	BROOKS AUDREY D	28652 HIGHPOINT AVE	MORENO V	92555	255.29	25.53	50.55	331.36
59691175000	304070026	684277	PETTITT, LYNNE	28671	HIGHPOINT AVE	92555-7002	PETTITT LEROY E	28671 HIGHPOINT AVE	MORENO V	92555	332.40	33.24	65.82	431.44
31052895007	316083027	684277	BUTLER, DANIEL	24781	HIGHWOOD ST	92551-7224	BUTLER DANIEL	24781 HIGHWOOD ST	MORENO V	92551	332.40	33.24	65.82	431.44
95952015006	316092005	684277	ROBERTS, FREDRICK	24898	HIGHWOOD ST	92551-7223	ROBERTS FREDRICK	24898 HIGHWOOD ST	MORENO V	92551	191.66	19.17	37.95	248.76

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93987285007	485195010	684277	DOSSANTOS, ANEMARI	24298	HILDA CT	92551-6953	BASURTO NICOLASA SANCHEZ	24298 HILDA CT	MORENO V	92551	332.40	33.24	65.82	431.44
86681323007	485195026	684277	JAMES, BERNADETTE	24305	HILDA CT	92551-6913	JAMES JESSE W	25768 LA SALINA PL	MORENO V	92551	255.29	25.53	50.55	331.36
31452035000	485195013	684277	RUSSELL, JAMISHA (OWNR)	24324	HILDA CT	92551-6912	RUSSELL JAMISHA	12510 DAY ST STE A	MORENO V	92553	255.18	25.518	50.53	331.22
97094675006	485195021	684277	OUTLAW, INGRID (OWNR)	24351	HILDA CT	92551-6913	ALEX KEITH I	24351 HILDA CT	MORENO V	92551	255.40	25.54	50.57	331.50
31326495009	263180030	684277	JAIN, RAVI ETUX	13346	HILDEGARDE ST	92553-8168	JAIN SATISH K	2044 SANTA ANITA AVE	PLACENTIA	92870	255.29	25.53	50.55	331.36
31465995000	263180035	684277	McCRAY Jr, LEE	13377	HILDEGARDE ST	92553-8168	MCCRAY LEE	13377 HILDEGARDE ST	MORENO V	92553	63.96	6.40	12.66	83.02
31339105004	263180036	684277	DONOVAN, MONICA	13389	HILDEGARDE ST	92553-8168	DELUNEY GERALD C	3760 MCKINLEY ST	CORONA (	92879	255.18	25.518	50.53	331.22
31313525001	263180024	684277	ARREGUIN JR, FLORENTINO	13420	HILDEGARDE ST	92553-8167	ARREGUIN FLORENTINO	13420 HILDEGARDE ST	MORENO V	92553	255.40	25.54	50.57	331.50
97639395007	263180040	684277	MACEDO, ENEDINA	13431	HILDEGARDE ST	92553-8166	CASTILLO LORENZO	13431 HILDEGARDE ST	MORENO V	92553	255.29	25.53	50.55	331.36
95934635004	263180044	684277	HUERTA, CYNTHIA	13477	HILDEGARDE ST	92553-8166	NIETO CYNTHIA	13477 HILDEGARDE ST	MORENO V	92553	255.29	25.53	50.55	331.36
31208355008	263180045	684277	CABALLERO, MANUEL	13491	HILDEGARDE ST	92553-8166	CABALLERO MANUEL	13491 HILDEGARDE ST	MORENO V	92553	255.29	25.53	50.55	331.36
95348375001	474513012	684277	JOHNSON, TIFFANY	10557	HILL GRASS DR	92557-4123	JOHNSON NICHOLAS	10557 HILL GRASS DR	MORENO V	92557	255.29	25.53	50.55	331.36
31541755008	474512013	684277	GODOY, PATRICIA	10610	HILL GRASS DR	92557-4100	BANK OF NEW YORK MELLON	1757 TAPO CANYON RD SVW88	SIMI VALLE	93063	255.29	25.53	50.55	331.36
31255155001	304052008	684277	RIVERA, CASSIE	28305	HILLSDALE AVE	92555-6209	MORENO RICHARD	28305 HILLSDALE AVE	MORENO V	92555	125.40	12.54	24.83	162.76
94677565004	475160010	684277	GRACIANO, LORENZO (TENANT)	24706	HILTON DR	92557-5636	LEE CHEN SHI	24706 HILTON DR	MORENO V	92557	123.21	12.32	24.40	159.92
31326775000	488230010	684277	BURDINE, NATASHA	12057	HINSON ST	92555-5408	TENORIO RICHARD	12057 HINSON ST	MORENO V	92555	318.20	31.82	63.00	413.02
93802785003	488240008	684277	CROUCH, LEONARD (OWN)	12221	HINSON ST	92555-5415	CROUCH LEONARD D	12221 HINSON ST	MORENO V	92555	332.16	33.216	65.77	431.14
31060625007	308362048	684277	CANTRELL, KARLYN	15604	HITCHING POST ST	92555-2940	CANTRELL BRANDON	15604 HITCHING POST ST	MORENO V	92555	255.40	25.54	50.57	331.50
49200725008	308363001	684277	TURNER, GREG (RENT)	15609	HITCHING POST ST	92555-2941	MUNEERRUDDIN KHAJA	462 BOYNTON AVE NO 814	SAN JOSE	95117	128.14	12.81	25.37	166.32
61349335008	482572036	684277	CANTOR, VERONICA	13341	HOLBECK CT	92553-6215	AURIC GLOBAL	11037 WARNER AVE NO 159	FOUNTAIN	92708	255.29	25.53	50.55	331.36
93941405009	482572042	684277	SANDOVAL, LORENZA	13352	HOLBECK CT	92553-6215	SANDOVAL MANUEL C	13352 HOLBECK CT	MORENO V	92553	75.29	7.53	14.91	97.72
31441235001	482572032	684277	DAO, DAN (OWNR)	13365	HOLBECK CT	92553-6215	DAO DAN	13365 HOLBECK CT	MORENO V	92553	255.40	25.54	50.57	331.50
94916053003	479555001	684277	HEAD, JEROME	25858	HOLLYBERRY LN	92553-4732	HEAD JEROME	25858 HOLLYBERRY LN	MORENO V	92553	332.40	33.24	65.82	431.44
72627165009	479554013	684277	NIETO, JOE	25859	HOLLYBERRY LN	92553-4733	NIETO JOE M	25859 HOLLYBERRY LN	MORENO V	92553	220.29	22.03	43.62	285.92
94313585002	479554011	684277	MUNDT, GEORGE	25883	HOLLYBERRY LN	92553-4733	SOLAAS SHERMAN	138 MARINE VIEW DR	KETCHIKAN	99901	255.29	25.53	50.55	331.36
31483645007	479554010	684277	WELCH JR, AFRED	25895	HOLLYBERRY LN	92553-4733	WELCH ALFRED W	25895 HOLLYBERRY LN	MORENO V	92553	255.29	25.53	50.55	331.36
89011613003	479555005	684277	REZA, DARLENE	25908	HOLLYBERRY LN	92553-1208	REYES RUBEN	12918 WINTER BERRY WAY	MORENO V	92553	255.29	25.53	50.55	331.36
31518395002	479554008	684277	CRAIG JR, WILLIAM D (RENT)	25919	HOLLYBERRY LN	92553-1208	TRP FUND II	180 NEWPORT CENTER NO 230	NEWPORT	92660	255.29	25.53	50.55	331.36
97778125000	312181002	684277	TRAN, TONY (OWNR)	16768	HOLLYHOCK DR	92551-2552	TRAN TONY HUNG	17819 JOSHUA CIR	FOUNTAIN	92708	255.40	25.54	50.57	331.50
31373985008	312184012	684277	RAMIREZ, GERARDO AND SARA (R	16815	HOLLYHOCK DR	92551-2553	MELGAREJO FRANCISCO	16815 HOLLYHOCK DR	MORENO V	92551	63.85	6.385	12.64	82.86
97082235004	312181006	684277	RUFF, MICHELLE	16816	HOLLYHOCK DR	92551-2578	CHEN YUAN TING	31258 RED BRIDGE RD	MURRIETA	92563	255.40	25.54	50.57	331.50
55571545001	312184011	684277	BROWN, STEFANEY	16827	HOLLYHOCK DR	92551-2553	DEGASTELUM RAMONA OSUNA	16827 HOLLYHOCK DR	MORENO V	92551	255.40	25.54	50.57	331.50
65098965004	312182001	684277	SWAIN, CHRISTOPHER (RENT)	16864	HOLLYHOCK DR	92551-2577	LI MARK	5616 NOEL DR	TEMPLE CI	91780	99.70	9.97	19.74	129.4
31568255006	312184005	684277	PRICE, KEISHA	16899	HOLLYHOCK DR	92551-2555	PRICE KEYCHRAW L	16899 HOLLYHOCK DR	MORENO V	92551	332.40	33.24	65.82	431.44
31052135007	312182004	684277	SOUTHERLAND, BEATRIZ	16900	HOLLYHOCK DR	92551-2554	MATURINO ANDRES	16900 HOLLYHOCK DR	MORENO V	92551	400.42	40.04	79.28	519.74
95813595008	312182007	684277	ROBINSON, PAULINE	16936	HOLLYHOCK DR	92551-2554	DOAN MY	16936 HOLLYHOCK DR	MORENO V	92551	155.40	15.54	30.77	201.70
74733945000	312184001	684277	BATES, ROMAINE	16947	HOLLYHOCK DR	92551-2576	SALEEB EVA S	2542 TUSCANY WAY	FULLERTO	92835	255.40	25.54	50.57	331.50
95780835009	308521002	684277	CASTILLO, MARICELA (RENT)	26087	HOLSTEIN DR	92555-3375	SHAH SALEEM	26087 HOLSTEIN DR	MORENO V	92555	125.12	12.51	24.77	162.40
86798883001	308522028	684277	WATSON, DANITA (OWNR)	26106	HOLSTEIN DR	92555-3375	WATSON DAVID	26106 HOLSTEIN DR	MORENO V	92555	191.77	19.18	37.97	248.90
31142015001	308522029	684277	OCHOA, CATHY (RENT)	26118	HOLSTEIN DR	92555-3375	VAZQUEZ ANDREA	P O BOX 4106	WESTMINS	92684	226.94	22.69	44.93	294.56
97968313007	487450032	684277	PORTER, LISA	26965	HOMEROOM CT	92555-3717	SALUDARES CONSTANTE JOSE	27529 MURRIETA OAKS AVE	MURRIETA	92562	255.29	25.53	50.55	331.36
84610195005	482461015	684277	RINCON, JOSE (OWNR)	14146	HOMESTEAD DR	92553-3967	RINCON JOSE	14146 HOMESTEAD DR	MORENO V	92553	255.29	25.53	50.55	331.36
31394545007	482461010	684277	ANSLEY, ROSIA	14195	HOMESTEAD DR	92553-3967	ANSLEY LARRY MARTIN	14195 HOMESTEAD DR	MORENO V	92553	332.40	33.24	65.82	431.44
31070725005	482461020	684277	TYSON, TASHEENA (OWNR)	14228	HOMESTEAD DR	92553-3966	LAM VINNY DUC	4503 IVAR AVE	ROSEMEAD	91770	255.40	25.54	50.57	331.50
53309005001	482453001	684277	ROBLES, MARIA	14255	HOMESTEAD DR	92553-3966	ROBLES RAMIRO	14255 HOMESTEAD DR	MORENO V	92553	255.29	25.53	50.55	331.36
31383065000	482453009	684277	ENOTH, CHERYL (RENT)	14323	HOMESTEAD DR	92553-3977	JOHNSON RICHARD J	151 4TH ST	NAZARETH	18064	28.14	2.81	5.57	36.52
31401545000	264204010	684277	GODOY, KARLA	11550	HONEY HOLLOW	92557-5416	GODOY CARLOS A	11550 HONEY HOLLOW	MORENO V	92557	191.55	19.155	37.93	248.62
96764425008	264202004	684277	BUTLER, KENYA (RENT)	11565	HONEY HOLLOW	92557-5417	URIAS JOSEPH RICHARD	11565 HONEY HOLLOW	MORENO V	92557	255.18	25.518	50.53	331.22
96764415000	264204013	684277	WILSON, MIRIAM	11592	HONEY HOLLOW	92557-5416	WILSON CHAD R	11592 HONEY HOLLOW	MORENO V	92557	255.29	25.53	50.55	331.36
61464845008	264204014	684277	REYES, JOSE (RENT)	11604	HONEY HOLLOW	92557-5416	NGUYEN CINDY	10221 MORNINGSIDE DR	GARDEN G	92843	226.37	22.64	44.82	293.82
88710543006	264193006	684277	FLORES, ALEJANDRA (OWNR)	11678	HONEY HOLLOW	92557-6103	FLORES ALEJANDRA	11678 HONEY HOLLOW	MORENO V	92557	332.40	33.24	65.82	431.44
31076375005	264193011	684277	BUTLER, SHARON AND TAJI	11738	HONEY HOLLOW	92557-6166	BUTLER SHARON	438 W CALDWELL ST	COMPTON	90220	255.29	25.53	50.55	331.36
98269345013	264164009	684277	CARRERA, SAUL AND MARIA (OWI	11800	HONEY HOLLOW	92557-6106	CARRERA SAUL C	P O BOX 70446	RIVERSIDE	92513	255.29	25.53	50.55	331.36
31537325007	264164008	684277	BIRCHESS, MARCELA	11808	HONEY HOLLOW	92557-6106	BIRCHEFF MARCELA	11808 HONEY HOLLOW	MORENO V	92557	255.29	25.53	50.55	331.36
71905765004	264163010	684277	PONCE, ISMAEL AND MARIA ELEN	11861	HONEY HOLLOW	92557-6107	PONCE ISMAEL	11861 HONEY HOLLOW	MORENO V	92557	255.29	25.53	50.55	331.36
99015723009	264153023	684277	GARCIA, REGINA (RENT)	11921	HONEY HOLLOW	92557-6107	JIANG & KANG REALTY	445 ROSEMARIE DR	ARCADIA (	91007	260.89	26.09	51.66	338.62
31605245009	264152017	684277	METOYER, TYSHEONA (RENT)	11922	HONEY HOLLOW	92557-6108	HOME EXPO FINANCIAL INC	P O BOX 9818	MORENO V	92552	255.40	25.54	50.57	331.50
31591815001	264153024	684277	HAMILTON, KIMBERLY (RENT)	11929	HONEY HOLLOW	92557-6107	PAREDES JOSE W	951 TAMBORA ST NW	ALBUQUER	87120	191.55	19.155	37.93	248.62
92248295003	264152016	684277	LONG, WENDY (OWNR)	11930	HONEY HOLLOW	92557-6108	HOA DAN	11930 HONEY HOLLOW	MORENO V	92557	319.03	31.90	63.17	414.10
72847015005	264152015	684277	JOHNSTON, TINA	11938	HONEY HOLLOW	92557-6108	MARTINEZ ERICK	11938 HONEY HOLLOW	MORENO V	92557	255.29	25.53	50.55	331.36
56773245005	264153026	684277	LOREDO, TITO R	11941	HONEY HOLLOW	92557-6107	LOREDO TITO	11941 HONEY HOLLOW	MORENO V	92557	255.29	25.53	50.55	331.36
91556055000	264153027	684277	GIRON, VICTOR	11947	HONEY HOLLOW	92557-6107	GIRON VICTOR	9554 N IRONWOOD	RIALTO CA	92376	191.77	19.18	37.97	248.90
85153705008	486513001	684277	BAYLARK, CARMEN	27297	HONEY SCENTED RD	92555-4752	BAYLARK JAMES P	27297 HONEY SCENTED RD	MORENO V	92555	255.18	25.518	50.53	331.22
92221695006	486513002	684277	LIPATA, MYRNA	27313	HONEY SCENTED RD	92555-4752	LIPATA MYRNA R	27313 HONEY SCENTED RD	MORENO V	92555	255.29	25.53	50.55	331.36
86849625007	486512012	684277	MAKAU, JAMES (OWNR)	27384	HONEY SCENTED RD	92555-4753	MAKAU JAMES	27384 HONEY SCENTED RD	MORENO V	92555	474.76	47.48	94.00	616.22

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86235193009	486513009	684277	THOMAS, ANDREA (RENT)	27423	HONEY SCENTED RD	92555-4753	SHIBATA INV INC	56 GREENMOOR	IRVINE CA	92614	255.40	25.54	50.57	331.50
71680845007	291582026	684277	DOUGLAS, SYLVIA (RENT)	13096	HONEYLOCUST AVE	92553-6920	TAN XIANGDONG	11120 MATTHEWS DR	TUSTIN CA	92782	332.64	33.26	65.86	431.76
31507915006	481342002	684277	SWOBODA, ROBERT	12074	HONEYSUCKLE CT	92557-7847	SWOBODA CAROLE	6735 ROANOAK PL	RIVERSIDE	92506	63.96	6.40	12.66	83.02
91989175008	487440019	684277	WORTMAN, JANELLE L	26830	HONORS WAY	92555-3725	WORTMAN JANELLE L	26830 HONORS WAY	MORENO V	92555	289.81	28.98	57.38	376.16
60413085005	487450016	684277	AGUIRRE, ARTURO	26925	HONORS WAY	92555-3724	LU CUI PING	26925 HONORS WAY	MORENO V	92555	255.29	25.53	50.55	331.36
96863655009	487450015	684277	COPELAND, WANDA	26937	HONORS WAY	92555-3724	COPELAND WANDA L JONES	26937 HONORS WAY	MORENO V	92555	255.29	25.53	50.55	331.36
98251845016	487450014	684277	PRADO, STEVE	26949	HONORS WAY	92555-3724	PRADO ROBERT	26949 HONORS WAY	MORENO V	92555	255.29	25.53	50.55	331.36
81189375005	486361009	684277	BRADFORD, MICHELLE (RENT)	25600	HORADO LN	92551-1982	TRAN PHUONG HUE	1617 AZALEA DR	ALHAMBRA	91801	332.64	33.26	65.86	431.76
31274075009	486363012	684277	BROOKS, LILIA	25615	HORADO LN	92551-1981	VELEZ NESTER	25615 HORADO LN	MORENO V	92551	332.40	33.24	65.82	431.44
31099035009	486361011	684277	IBARRA, MARY AND ISRAEL (RENT	25620	HORADO LN	92551-1982	DINH TUAN VAN	15620 POINSETTIA WAY	WESTMINS	92683	255.40	25.54	50.57	331.50
94688685006	486361015	684277	SMITH, KITTY	25660	HORADO LN	92551-1982	SMITH KITTY	25660 HORADO LN	MORENO V	92551	255.29	25.53	50.55	331.36
92940383006	486363005	684277	ADERA,VICTOR O	25695	HORADO LN	92551-1983	ADERA VICTOR O	25695 HORADO LN	MORENO V	92551	255.29	25.53	50.55	331.36
1.00762E+11	486363002	684277	HERRERA, NANCY	25725	HORADO LN	92551-1985	HERRERA NANCY J	25725 HORADO LN	MORENO V	92551	127.92	12.792	25.33	166.04
31573965007	486374005	684277	BARAJAS, PEDRO (OWNR)	25785	HORADO LN	92551-1986	VALENCIA LISSETTE	25785 HORADO LN	MORENO V	92551	91.77	9.18	18.17	119.1
31503605000	486373002	684277	JEFFERSON, CEDRIC (OWNR)	25790	HORADO LN	92551-1980	ROMO VICTOR MANUEL	25790 HORADO LN	MORENO V	92551	255.40	25.54	50.57	331.50
31507005007	486374014	684277	MITCHELL, LEGETTE (OWNR)	25875	HORADO LN	92551-1995	MITCHELL LEGETTE	P O BOX 8146	INGLEWOO	90308	255.40	25.54	50.57	331.50
31247825008	486374017	684277	MARQUEZ, PATRICIA	25905	HORADO LN	92551-1996	MARQUEZ NEREIDA	PSC 822 BOX 1494	FPO AE	9621	255.29	25.53	50.55	331.36
97361055009	474410002	684277	GIBSON, LINDA	26280	HORIZON WAY	92555-1731	GIBSON MICHAEL	26280 HORIZON WAY	MORENO V	92555	316.58	31.658	62.68	410.92
89855435001	474410003	684277	LONIE, HEATHER (OWNR)	26300	HORIZON WAY	92555-1733	LONIE HEATHER ROSE	26300 HORIZON WAY	MORENO V	92555	598.70	59.87	118.54	777.10
92952605005	482372022	684277	VAUGHAN SR, DELAS L	24129	HORTON CT	92553-3327	VAUGHAN DELAS LA MONT	24129 HORTON CT	MORENO V	92553	105.29	10.529	20.85	136.66
84226785006	484081016	684277	KUTTER, MATTHEW (OWNR)	14344	HOUSTON DR	92553-4921	KUTTER MATTHEW C	14344 HOUSTON DR	MORENO V	92553	255.40	25.54	50.57	331.50
97557475004	484081015	684277	NEVARREZ, HIGINIO	14358	HOUSTON DR	92553-4921	NEVAREZ HIGUINIO	14358 HOUSTON DR	MORENO V	92553	255.29	25.53	50.55	331.36
31544055009	475352041	684277	HARVEY, FREDERICK (OWNR)	11117	HUBBARD ST	92557-5121	HARVEY FREDERICK A	11117 HUBBARD ST	MORENO V	92557	91.08	9.11	18.03	118.22
89638733008	475132024	684277	FORBES, SHOLAN (RENT)	11379	HUBBARD ST	92557-5648	NELSON TERRY L	28230 LOCUST AVE	MORENO V	92555	255.40	25.54	50.57	331.50
97108845009	475132025	684277	TRAUTH, PAUL	11393	HUBBARD ST	92557-5648	TRAUTH AIMEE	11393 HUBBARD ST	MORENO V	92557	255.29	25.53	50.55	331.36
31102455002	475132027	684277	RUSSELL, RICHARD	11415	HUBBARD ST	92557-5648	RUSSELL RICHARD B	11415 HUBBARD ST	MORENO V	92557	128.14	12.81	25.37	166.32
94754523000	475160005	684277	MALDONADO, JOSE SOCORRO (OV	11503	HUBBARD ST	92557-5653	ARLECA IMELO L	2224 NYON AVE	ANAHEIM	92806	326.68	32.67	64.68	424.02
31446145009	475150040	684277	GOODIN III, CHARLES (OWNR)	11520	HUBBARD ST	92557-5652	GOODIN CHARLES WESLEY	11520 HUBBARD ST	MORENO V	92557	326.68	32.67	64.68	424.02
31539435000	475160014	684277	SINGLETARY, JOHN	11567	HUBBARD ST	92557-5653	SINGLETARY JOHN H	11567 HUBBARD ST	MORENO V	92557	255.29	25.53	50.55	331.36
94057313002	475160021	684277	GUZMAN, GASPER	11621	HUBBARD ST	92557-5653	GUZMAN GASPAR M	11621 HUBBARD ST	MORENO V	92557	148.72	14.87	29.45	193.02
94931995005	475292004	684277	NEWMAN, JERRY	11921	HUBBARD ST	92557-6422	NEWMAN JERRY W	11921 HUBBARD ST	MORENO V	92557	326.45	32.65	64.64	423.72
31624245000	475292007	684277	PARKER, TOMMY (RENT)	11961	HUBBARD ST	92557-6422	LOUDEN	P O BOX 1226	OAKLAND	94604	128.14	12.81	25.37	166.32
98217785019	316141038	684277	MACIAS, CHRIS (OWNR)	16795	HUDSON BAY DR	92551-7471	DEANDA ISRAEL AVILA	16795 HUDSON BAY DR	MORENO V	92551	212.22	21.22	42.02	275.46
57064465001	316142008	684277	PROUT, NIGUEL (RENT)	16820	HUDSON BAY DR	92551-7472	KWONG TIMOTHY F	2648 BAREFOOT LN	ROWLAND	91748	191.77	19.18	37.97	248.90
55525275003	264192010	684277	DAVILA, ELVIRA	11664	HUMMINGBIRD PL	92557-6160	LIU CHINGCHIEN	1547 MARVISTA AVE	PASADENA	91104	228.69	22.87	45.28	296.82
31180595009	264192012	684277	WANSTREET, LEANA (OWNR)	11692	HUMMINGBIRD PL	92557-6160	WANSTREET CHRISTOPHER A	11692 HUMMINGBIRD PL	MORENO V	92557	159.52	15.95	31.58	207.04
92421933002	264192013	684277	AYALA, GABRIELA (OWNR)	11702	HUMMINGBIRD PL	92557-6160	QUINTANAR REINALDO	11702 HUMMINGBIRD PL	MORENO V	92557	255.40	25.54	50.57	331.50
31465155006	475352026	684277	ROSS, CYNTHIA	24634	HUNTLEY DR	92557-5105	ROSS CYNTHIA M	24634 HUNTLEY DR	MORENO V	92557	332.40	33.24	65.82	431.44
94018125004	475352025	684277	JONES, JOHN AND ETHEL (RENT)	24642	HUNTLEY DR	92557-5105	LEE JEFFREY WAYNE	P O BOX 18	PALOMAR	92060	155.40	15.54	30.77	201.70
86944185008	475352024	684277	VIVEROS, ARTURO (OWNR)	24652	HUNTLEY DR	92557-5105	VIVEROS ARTURO	24652 HUNTLEY DR	MORENO V	92557	255.40	25.54	50.57	331.50
31529585009	475352020	684277	MARTINEZ, MARIA	24688	HUNTLEY DR	92557-5105	ULLOA JOSE	6617 N SCOTTSDALE STE 101	SCOTTSDA	85250	191.77	19.18	37.97	248.90
94185255003	475351013	684277	CANTE, FELIPE	24691	HUNTLEY DR	92557-5142	CANTE FELIPE DE	24691 HUNTLEY DR	MORENO V	92557	255.29	25.53	50.55	331.36
80321635001	296092028	684277	FUENTES, JOHN	23791	HUTTON CT	92553-2703	ZUNIGA CESAR	139 WHITWORTH ST	THOUSAND	91360	255.29	25.53	50.55	331.36
31336925008	296092015	684277	MOORE, MILLIE	23792	HUTTON CT	92553-2702	MOORE MILLICENT	23792 HUTTON CT	MORENO V	92553	53.25	5.33	10.54	69.10
91663623005	296092026	684277	HERNANDEZ, ARTURO (OWNR)	23819	HUTTON CT	92553-3243	MORALES ARTURO HERNANDEZ	23819 HUTTON CT	MORENO V	92553	255.40	25.54	50.57	331.50
31065095007	296092023	684277	CORDOVA, JULIE (OWNR)	23861	HUTTON CT	92553-3243	CORDOVA RICHARD DANIEL	23861 HUTTON CT	MORENO V	92553	118.52	11.85	23.47	153.82
94978893007	296092020	684277	MARTINEZ, CHRIS	23862	HUTTON CT	92553-3243	VELASCO LAURA	23862 HUTTON CT	MORENO V	92553	255.29	25.53	50.55	331.36
89804015007	296092021	684277	NAVARRO, CLAUDIA (RENT)	23872	HUTTON CT	92553-3243	WILLIAMS RHODES T	23872 HUTTON CT	MORENO V	92553	85.98	8.60	17.02	111.60
67727745003	263190033	684277	GEORGE, MARJORIE	13760	HWY 215	92553-7908	GOINS ROBERT A	13760 HIGHWAY 215	MORENO V	92553	332.40	33.24	65.82	431.44
94041385001	474521028	684277	TURNER, SHANIKA (RENT)	10689	HYACINTH LN	92557-4131	WILHELM DEV	19662 HIGHRIDGE WAY	TRABUCO	92679	190.88	19.09	37.79	247.76
31519465005	474521025	684277	DELGADO, JUAN (OWNR)	10733	HYACINTH LN	92557-4143	SMITH NELSON ARNOLD	8631 E ROSECRANS NO D	PARAMOU	90723	255.40	25.54	50.57	331.50
51517095002	291362027	684277	MOSLEY, ANGELA (RENT)	12155	HYTHE ST	92557-6925	SMITH GARETT	3126 OLD KETTLE RD	SAN DIEGO	92111	348.25	34.825	68.95	452.02
31136905006	291362026	684277	ACOSTA, IVAN	12161	HYTHE ST	92557-6925	PAEZ VERONICA	12161 HYTHE ST	MORENO V	92557	205.40	20.54	40.67	266.60
89883895006	291361004	684277	ROMO, LETICIA	12168	HYTHE ST	92557-6924	ROMO LETICIA	12168 HYTHE ST	MORENO V	92557	255.40	25.54	50.57	331.50
97952055005	291361006	684277	STELLITANO, MICHELLE	12186	HYTHE ST	92557-6924	HARRIS D P	2930 PRADO LN	COLTON C	92324	255.40	25.54	50.57	331.50
31349165000	291362022	684277	MONTANEZ, DENNISSE (RENT)	12195	HYTHE ST	92557-6925	PONCE LUCIANO	24258 ELM CREEK CIR	MORENO V	92506	255.40	25.54	50.57	331.50
31076685000	291362019	684277	DAQUIGAN, BENJAMIN	12215	HYTHE ST	92557-6984	DAQUIGAN BENJAMIN	12215 HYTHE ST	MORENO V	92557	205.40	20.54	40.67	266.60
31079045009	291362003	684277	ARNOLD, TERA (RENT)	12321	HYTHE ST	92557-6926	MCCABE MICHAEL R	10781 BREEZY MEADOW DR	MORENO V	92557	141.77	14.18	28.07	184.00
31118265008	482614038	684277	AKINTIMOYE, ELIZABETH	14316	IBEX ST	92553-5828	AKINTIMOYE ELIZABETH O	13800 HEACOCK ST NO D113	MORENO V	92553	55.40	5.54	10.97	71.90
57085405009	482592024	684277	NEVARES, ERIC	14406	IBEX ST	92553-5827	NEVARES ERIC M	14406 IBEX ST	MORENO V	92553	255.29	25.53	50.55	331.36
31303085004	260510010	684277	STORY, MICHAEL (OWNR)	23065	IMPERIAL RD	92557	STORY MICHAEL	23065 IMPERIAL DR	MORENO V	92557	255.40	25.54	50.57	331.50
31545035001	475032032	684277	BELL, CHARLES (RENT)	11335	INDIAN ST	92557-5048	FEDERAL NATL MORTGAGE ASSN	14523 SW MILLIKAN WAY 200	BEAVERTO	97005	225.68	22.57	44.68	292.92
95880845005	475250029	684277	GUTIERREZ, MARIA BELEN (RENT)	11861	INDIAN ST	92557-6306	GONZALEZ RAMON G	25654 SHALU AVE	MORENO V	92557	155.40	15.54	30.77	201.70
31636305001	475240004	684277	ARCHUNDIA, HEIDY	11864	INDIAN ST	92557-6304	ARCHUNDIA HEIDY	11864 INDIAN ST	MORENO V	92557	326.68	32.67	64.68	424.02
31301415009	135240027	684277	SANTOSCOY, WILLIAM (RENT)	11935	INDIAN ST	92557-6306	NAVARRO OSCAR	11935 INDIANA AVE	MORENO V	92503	381.33	38.13	75.50	494.96

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92024913008	475293006	684277	RODRIGUEZ, EDNA (RENT)	11936	INDIAN ST	92557-6305	MARTINEZ ANGEL C	2800 VALENCIA AVE	SAN BERN	92404	303.07	30.31	60.01	393.38
95535785007	475280030	684277	MUNOZ, GUILLERMINA (RENT)	11939	INDIAN ST	92557-6306	RUBALCAVA JOSE	11939 INDIAN ST	MORENO V	92557	255.40	25.54	50.57	331.50
31301015003	475293003	684277	ROSA, LUIS (RENT)	11966	INDIAN ST	92557-6305	ALVARADO MOSES	35895 NORD CT	WINCHEST	92596	255.40	25.54	50.57	331.50
86946785007	481032007	684277	AMBRIS, JAVIER	12081	INDIAN ST	92557-7215	AMBRIZ JAVIER	12081 INDIAN ST	MORENO V	92557	255.29	25.53	50.55	331.36
31623975008	481042006	684277	JOHNSON, ROSIE	12203	INDIAN ST	92557-7230	ADAMS LACRESHA	12203 INDIAN ST	MORENO V	92557	125.40	12.54	24.83	162.76
88684155004	481161049	684277	AREVALO, MARTIN (RENT)	12572	INDIAN ST	92553-9319	CAPITAINE ROSARIO	950 N FERN ST	ANAHEIM	92801	128.14	12.81	25.37	166.32
96058475004	481171042	684277	PEREZ-SOLORIO, SALVADOR	12680	INDIAN ST	92553-3717	PEREZ SALVADOR	12680 INDIAN ST	MORENO V	92553	255.29	25.53	50.55	331.36
31593225001	481221004	684277	MAJORS, GLORIA	12808	INDIAN ST	92553-9323	MAJORS GLORIA	12808 INDIAN ST	MORENO V	92553	332.40	33.24	65.82	431.44
31424245005	481221005	684277	GILBERT, GEORGE AND KATHY	12820	INDIAN ST	92553-9323	GILBERT GARY F	12820 INDIAN ST	MORENO V	92553	191.66	19.17	37.95	248.76
90782733001	481230002	684277	JONES, ADELE	12892	INDIAN ST	92553-3721	JONES DINGLE ADELE M	12892 INDIAN ST	MORENO V	92553	255.29	25.53	50.55	331.36
92850155005	481250018	684277	BELTRAN, VERONICA	12917	INDIAN ST	92553-9326	BELTRAN VERONICA G	24205 ATWOOD AVE	MORENO V	92553	409.88	40.99	81.16	532.02
90832413001	481230036	684277	CENDEKAS, SANDRA	12926	INDIAN ST	92553-9325	ALDANA RONY	12926 INDIAN ST	MORENO V	92553	363.35	36.34	71.94	471.62
57165475004	482070039	684277	QUINONIE, ENE	13154	INDIAN ST	92553-3754	LUNA MIRABELLA	20243 UNA ST	PERRIS CA	92570	255.29	25.53	50.55	331.36
31302495000	482122010	684277	STEBNITZ, JOAN	13365	INDIAN ST	92553-3828	STEBNITZ JOAN J	P O BOX 1382	MORENO V	92553	255.29	25.53	50.55	331.36
31522465009	482170041	684277	KHALID, SHAHIDAH	13533	INDIAN ST	92553-3831	KHALID PAUL	13533 INDIAN ST	MORENO V	92553	255.29	25.53	50.55	331.36
31517835002	316030004	684277	VALLEY MEDI RAN	24601	IRIS AVE	92551-7222	NILAAD JOSEPH K	24601 IRIS AVE	MORENO V	92551	255.40	25.54	50.57	331.50
88719755002	474461003	684277	SAXBY, PAUL	24078	IRONBARK RD	92557-4040	SAXBY PAUL	24078 IRONBARK RD	MORENO V	92557	63.96	6.40	12.66	83.02
92550695008	292202020	684277	HAMBLETON, BRIAN	23553	IRONWOOD AVE	92557-8101	HAMBLETON BRIAN	23553 IRONWOOD AVE	MORENO V	92557	45.29	4.53	8.97	58.78
31300825005	292192002	684277	HALEY, ARNITA (RENT)	23835	IRONWOOD AVE	92557-8146	TRAN HA	23835 IRONWOOD AVE	MORENO V	92557	255.40	25.54	50.57	331.50
87789005004	475272058	684277	VICKERS, MICHAEL	24192	IRONWOOD AVE	92557-7200	VICKERS MICHAEL	24192 IRONWOOD AVE	MORENO V	92557	115.29	11.529	22.83	149.64
31103415009	475280021	684277	SHEDLOCK, LUZ	24438	IRONWOOD AVE	92557-7207	SHEDLOCK LUZ E	24438 IRONWOOD AVE	MORENO V	92557	255.29	25.53	50.55	331.36
74453235004	475280091	684277	MARTINEZ, NOEMI (RENT)	24446	IRONWOOD AVE	92557-7207	SANTIBANEZ JESSICA	1114 S SHELTON ST	SANTA AN	92707	147.17	14.72	29.14	191.02
93553405002	475280023	684277	HERRERA, ELVIA (RENT)	24452	IRONWOOD AVE	92557-7207	VALDIVIA CONSUELO	27785 DOVER DR	MORENO V	92555	147.47	14.75	29.20	191.40
31312315007	475300021	684277	WASHINGTON, BILLY JR (OWNR)	24946	IRONWOOD AVE	92557-7808	WASHINGTON BILLY MELVIN	161 E ARBETH ST	RIALTO CA	92377	331.53	33.15	65.64	430.32
70922305007	474250023	684277	VIRGIL, MARIE	26480	IRONWOOD AVE	92555-1712	VIRGIL MIGUEL	26480 IRONWOOD AVE	MORENO V	92555	183.16	18.32	36.27	237.74
96079755001	474271003	684277	ALCOCER, ANGELES (RENT)	26548	IRONWOOD AVE	92555-1714	WANG JIAFENG	556 W LAS TUNAS STE 101	ARCADIA C	91007	187.40	18.74	37.11	243.24
93067955007	474273002	684277	VALADEZ, CHANTEL (OWN)	26563	IRONWOOD AVE	92555-1715	VALADEZ JAMES	26563 IRONWOOD AVE	MORENO V	92555	419.67	41.97	83.09	544.72
94758405006	474273003	684277	BAUER, DARRYLL AND SUSAN	26603	IRONWOOD AVE	92555-1770	BAUER DARYLL J	3113 S SYCAMORE ST	SANTA AN	92707	468.77	46.88	92.82	608.46
96863445004	487150008	684277	BARBOA, HECTOR	26723	IRONWOOD AVE	92555-1906	BARBOA HECTOR	26723 IRONWOOD AVE	MORENO V	92555	183.21	18.32	36.28	237.80
86262553007	474273008	684277	FULLER, LORETTA (RENT)	26755	IRONWOOD AVE	92555-1906	HAY SCOTT D	26755 IRONWOOD AVE	MORENO V	92555	86.48	8.648	17.12	112.24
50995715001	474272026	684277	HOWARD, PATRICK (OWNR)	26785	IRONWOOD AVE	92555-1906	LANE MICHAEL D	26786 IRONWOOD AVE	MORENO V	92555	255.40	25.54	50.57	331.50
31272165004	487150015	684277	PANGANIBAN, RICHARD (OWNR)	26815	IRONWOOD AVE	92555-1908	PANGANIBAN RICHARD	P O BOX 8123	MORENO V	92552	183.21	18.32	36.28	237.80
86144483002	474272023	684277	HAMPEN, LORRIE	26850	IRONWOOD AVE	92555-1907	CAMBEROS PEDRO	26850 IRONWOOD AVE	MORENO V	92555	409.88	40.99	81.16	532.02
92423593009	473220036	684277	KORBUSZEWSKI, LINDA	29068	IRONWOOD AVE	92555-6607	HERN LINDA ALICE K	29068 IRONWOOD AVE	MORENO V	92555	255.29	25.53	50.55	331.36
91399385006	486441016	684277	POTTS JR, WARDELL	16130	ISLA MARIA CIR	92551-2061	GUM DONALD	1866 BANKSTOWN WAY	PERRIS CA	92571	163.78	16.38	32.43	212.58
31303075006	486441017	684277	SCRUGGS, SHAWNDA (OWNR)	16140	ISLA MARIA CIR	92551-2061	SCRUGGS SHAWNDA M	16140 ISLA MARIA CIR	MORENO V	92551	255.18	25.518	50.53	331.22
52077175009	486441022	684277	GASPARD, GOURDET	16190	ISLA MARIA CIR	92551-2061	GASPARD GOURDET T	16190 ISLA MARIA CIR	MORENO V	92551	105.40	10.54	20.87	136.80
51387385009	486441001	684277	WEISS, STEVE	16215	ISLA MARIA CIR	92551-2062	VANYPEREN DINA	16215 ISLA MARIA CIR	MORENO V	92551	255.29	25.53	50.55	331.36
57452545002	486383012	684277	BAILEY, KENNY AND DARLENE (RE	15545	ISLETA LN	92551-1974	ESTRADA AURORA	15545 ISLETA LN	MORENO V	92551	255.40	25.54	50.57	331.50
96060705002	486372005	684277	DEPETRIS, JESSICA	15600	ISLETA LN	92551-1975	VANBUSKIRK SUSAN	15600 ISLETA LN	MORENO V	92551	255.40	25.54	50.57	331.50
97067915002	486371004	684277	SANCHEZ, JOSE	15645	ISLETA LN	92551-1976	SANCHEZ JOSE	15645 ISLETA LN	MORENO V	92551	255.18	25.518	50.53	331.22
96858425008	312033010	684277	MOSSTERNY, GENESSE	25344	IVORY AVE	92551-9229	MOSS TERRY GENESSE EVETTE	25344 IVORY AVE	MORENO V	92551	332.40	33.24	65.82	431.44
31311045006	312031001	684277	PADILLA, JUAN	25379	IVORY AVE	92551-9230	PADILLA JUAN	25379 IVORY AVE	MORENO V	92551	255.29	25.53	50.55	331.36
94037495006	474141018	684277	RICHARDSON, DALE	11683	IVY LN	92557-6531	REINHARD FRANCIS	11683 IVY LN	MORENO V	92557	255.29	25.53	50.55	331.36
31553715002	474142010	684277	LIEN, BRANDI	11696	IVY LN	92557-6530	LIEN BRANDI ROSE	11696 IVY LN	MORENO V	92557	332.64	33.26	65.86	431.76
31123835009	474142008	684277	FONTES, ELAINE	11736	IVY LN	92557-6500	FONTES ELAINE L	11736 IVY LN	MORENO V	92557	249.96	25.00	49.49	324.44
89613473005	474151011	684277	GAUSS, MARTIN	11821	IVY LN	92557-6524	GAUSS MARTIN	11821 IVY LN	MORENO V	92557	326.22	32.622	64.59	423.42
66684045004	474151018	684277	ROUSSEAU, SEAN (RENT)	11865	IVY LN	92557-6524	KYKER ALEX	1840 RUBY CT	SUTHERLIN	97479	63.96	6.40	12.66	83.02
31127865003	474162002	684277	BURNETT, ARTHUR	11890	IVY LN	92557-6532	BURNETT ARTHUR E	500 S MARSHALL AVE APT 41	MC LEANS	62859	332.40	33.24	65.82	431.44
31497925008	486383009	684277	VARGAS, SERGIO	15520	JACARA LN	92551-1969	VARGAS SERGIO J	15520 JACARA LN	MORENO V	92557	27.20	2.72	5.39	35.3
31075795009	486351028	684277	CASTELLON, ALFONSO (OWNR)	15525	JACARA LN	92551-1970	CASTELLON ALFONSO	15525 JACARA LN	MORENO V	92551	255.40	25.54	50.57	331.50
31471525007	486351027	684277	SCOGGINS, TYLON (RENT)	15535	JACARA LN	92551-1970	CHEN BING	1528 SILMAN ST	HACIENDA	91745	207.64	20.76	41.11	269.50
55158255007	486383004	684277	TATRRIEN, RANDY	15570	JACARA LN	92551-1998	NEGRETE YGNACIO	15570 JACARA LN	MORENO V	92551	255.29	25.53	50.55	331.36
98229935013	486351021	684277	STANFORD, GEORGE	15595	JACARA LN	92553-	STANFORD GEORGE L	15595 JACARA LN	MORENO V	92551	255.29	25.53	50.55	331.36
31540805000	486371001	684277	HARKLEY, WAYNE AND AALIYAH	15610	JACARA LN	92551-1998	HARKLEY WAYNE K	15610 JACARA LN	MORENO V	92551	255.29	25.53	50.55	331.36
92193235004	486371003	684277	ADAMS, TOMMY (RENT)	15630	JACARA LN	92551-1998	TAN KATHY CHUN SENG	15630 JACARA LN	MORENO V	92551	253.59	25.36	50.21	329.14
94917105001	474073001	684277	BRADLEY, CHRISTINE (RENT)	25021	JACLYN AVE	92557-5704	BRADLEY PAULETTE	25021 JACLYN AVE	MORENO V	92557	63.96	6.40	12.66	83.02
70592155009	474084010	684277	THOMAS, LOUANNE	25359	JACLYN AVE	92557-5744	THOMAS LUANN M	25359 JACLYN AVE	MORENO V	92557	94.15	9.42	18.64	122.20
31502505003	474081012	684277	ALVAREZ, LUZ (OWNR)	25388	JACLYN AVE	92557-5741	DELTORO RUBEN	25388 JACLYN AVE	MORENO V	92557	272.93	27.29	54.04	354.26
75233455002	474283004	684277	SERNA, RUDY AND MOLLIE	25425	JACLYN AVE	92557-5709	SERNA RUDY M	25425 JACLYN AVE	MORENO V	92557	255.29	25.53	50.55	331.36
31262355005	486031010	684277	CORDERO, DANNY	15029	JACQUETTA AVE	92551-7011	CORDERO DANNY	15029 JACQUETTA AVE	MORENO V	92551	255.18	25.518	50.53	331.22
86679523009	486032013	684277	PLAMONDON, DUSTIN AND ANGE	15064	JACQUETTA AVE	92551-7010	PLAMONDON DUSTIN	15064 JACQUETTA AVE	MORENO V	92551	255.18	25.518	50.53	331.22
96642485003	486032012	684277	CAMACHO, TERESA (RENT)	15076	JACQUETTA AVE	92551-7010	CORREA MILAGRO	9525 HARRELL ST	PICO RIVER	90660	255.40	25.54	50.57	331.50
63889475001	486032006	684277	ZARATE, CLAUDIA	15156	JACQUETTA AVE	92551-7024	GONZALEZ GLORIA	15156 JACQUETTA AVE	MORENO V	92551	255.29	25.53	50.55	331.36
31526075002	486031023	684277	LAWSON, SHERRI (RENT)	15195	JACQUETTA AVE	92551-7023	LAROSA LORRAINE	6328 RANCHITO AVE	VAN NUYS	91401	92.68	9.27	18.35	120.28

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31575695009	486032002	684277	MCKINNEY, LORI (RENT)	15208	JACQUETTA AVE	92551-1415	CHENG ANITA M	9002 GARIBALDI AVE	TEMPLE CI	91780	63.63	6.363	12.60	82.58
31553255008	474731027	684277	LEWIS, ROSSANA	11732	JAFFA WAY	92557-6665	LEWIS DANA L	11732 JAFFA WAY	MORENO V	92557	249.72	24.97	49.44	324.12
91184095003	474732002	684277	LEWIN, SHERYL (RENT)	11745	JAFFA WAY	92557-6665	NEPOMUCENO FORTUNATO P	2520 QUEEN ELIZABETH CT	BEAVERCR	45431	243.52	24.35	48.22	316.08
97331505008	474731011	684277	KNUTZEN, SHELLY	11770	JAFFA WAY	92557-6665	KNUTZEN SHELLY	11770 JAFFA WAY	MORENO V	92557	332.40	33.24	65.82	431.44
84429945003	485202024	684277	GUILLEN, DINORAH	15753	JALANIE LN	92551-6931	GUILLEN EVARISTO	15753 JALANIE LN	MORENO V	92551	255.29	25.53	50.55	331.36
92214535005	485203001	684277	ROGERS, ROSEMARY	15754	JALANIE LN	92551-6929	DUGGER BETTY	15754 JALANIE LN	MORENO V	92551	255.29	25.53	50.55	331.36
31650445003	485202023	684277	KIVI, ALEX (OWNR)	15761	JALANIE LN	92551-6931	KIVI ALEXIS SANDY	15761 JALANIE LN	MORENO V	92551	129.01	12.90	25.54	167.44
49286905009	485202019	684277	GATLIN, CAROLYN	15793	JALANIE LN	92551-6931	GATLIN WALTER	15793 JALANIE LN	MORENO V	92553	332.64	33.26	65.86	431.76
49515425002	484072103	684277	ZAMARRIPA, CESAR	14155	JAMAICA SANDS LN	92553-2904	ZAMARRIPA CESAR	14155 JAMAICA SANDS LN	MORENO V	92553	332.40	33.24	65.82	431.44
31112615008	484072102	684277	VALENCIA, LILIA	14163	JAMAICA SANDS LN	92553-2904	VALENCIA ALVARO	14163 JAMAICA SANDS LN	MORENO V	92553	55.29	5.53	10.95	71.76
94371625002	487412016	684277	ENRIQUEZ, STORMY (RENT)	13390	JAMES ST	92555-2800	VALVERDE CARLOS O	13390 JAMES ST	MORENO V	92555	255.40	25.54	50.57	331.50
59952975008	482301007	684277	BURNS, SARAH	24282	JANET KAY DR	92553-2414	BURNS SARAH	24282 JANET KAY DR	MORENO V	92553	255.29	25.53	50.55	331.36
93029825005	482301004	684277	MORENO, MARGARITA	24316	JANET KAY DR	92553-3542	CHANG HENRY	P O BOX 1414	MORENO V	92556	232.40	23.24	46.02	301.64
55215835004	482306003	684277	ARROYO, MARGARITA (OWNR)	24394	JANET KAY DR	92553-2415	AVILA MARGARITA	24394 JANET KAY DR	MORENO V	92553	103.64	10.36	20.52	134.52
91204595004	482306009	684277	HINOJOSA, MARTINA (OWNR)	24466	JANET KAY DR	92553-3545	YEBRA MARTINA	24466 JANET KAY DR	MORENO V	92553	185.40	18.54	36.71	240.64
55556715006	484081006	684277	JAMES, CHARLES	14296	JANIE CT	92553-4918	JAMES CHARLES M	14296 JANIE CT	MORENO V	92553	255.40	25.54	50.57	331.50
31123605007	484081010	684277	MONJE, GLORIA	14339	JANIE CT	92553-4917	ELIAS MAURICO H	14339 JANIE CT	MORENO V	92553	255.29	25.53	50.55	331.36
31377875002	484154003	684277	DETWILER, HEATHER	14402	JANIE CT	92553-4992	HUA HEN S	16555 BRAEBURN LN	FONTANA	92337	360.18	36.02	71.32	467.5
96158745006	484151016	684277	REYES, JOSEPH	14423	JANIE CT	92553-4993	REYES JOSEPH JAY	14423 JANIE CT	MORENO V	92553	255.29	25.53	50.55	331.36
93534325009	484151014	684277	GILL, RICK	14455	JANIE CT	92553-4993	GILL RICK S	14455 JANIE CT	MORENO V	92553	255.29	25.53	50.55	331.36
31589435005	474531012	684277	MILLER, JENNIFER (RENT)	24571	JASMINE CT	92557-4122	DUNNING GRANT D	701 BELLIS ST	NEWPORT	92660	63.08	6.31	12.49	81.86
53633925001	474523032	684277	SAUCEDA, VILMA	24579	JASMINE CT	92557-4122	SAUCEDA VILMA A	24579 JASMINE CT	MORENO V	92557	121.77	12.177	24.11	158.04
97695335002	474523019	684277	WILLIAMS, MONICA	24600	JASMINE CT	92557-4120	WILLIAMS ADRIAN C	24600 JASMINE CT	MORENO V	92557	255.29	25.53	50.55	331.36
31256395009	474523029	684277	IDEH, CHINYERE (RENT)	24607	JASMINE CT	92557-4120	OKEREKE SILAS	24607 JASMINE CT	MORENO V	92557	255.40	25.54	50.57	331.50
31210315003	474523027	684277	MILLER, DONNA	24625	JASMINE CT	92557-4120	STROUD KARIE	24625 JASMINE CT	MORENO V	92557	255.40	25.54	50.57	331.50
31188025002	474523022	684277	RECKARD, CHAD	24632	JASMINE CT	92557-4120	RECKARD NANCY L	24632 JASMINE CT	MORENO V	92557	82.49	8.249	16.33	107.06
31604675001	474523025	684277	GARZON, MIGUEL	24639	JASMINE CT	92557-4120	GARZON MIGUEL	24639 JASMINE CT	MORENO V	92557	255.29	25.53	50.55	331.36
94124325008	474651028	684277	RAYMER, RODNEY (OWNR)	25686	JASON PL	92557-6600	RAYMER RODNEY K	25686 JASON PL	MORENO V	92557	332.64	33.26	65.86	431.76
69857495008	474651006	684277	MOORE, PATRICIA	25645	JAVIER PL	92557-6615	MOORE PATRICIA A	25645 JAVIER PL	MORENO V	92557	332.40	33.24	65.82	431.44
93202635008	474651009	684277	MELBOR, SHELLY (RENT)	25646	JAVIER PL	92557-6615	JONES DAVID F	25646 JAVIER PL	MORENO V	92557	255.40	25.54	50.57	331.50
88305103007	474651002	684277	ALFARO, MARIBEL	25677	JAVIER PL	92557-6615	ALFARO ARISTEO	25677 JAVIER PL	MORENO V	92557	255.40	25.54	50.57	331.50
70349535005	474651001	684277	OSORIO, ARNOLDO	25685	JAVIER PL	92557-6615	OSORIO ARNOLDO	25685 JAVIER PL	MORENO V	92557	49.59	4.959	9.82	64.36
97743705002	304521008	684277	GONZALEZ, MARIBEL (RENT)	27508	JEFFREY CIR	92555-5848	VU ANDY K	27508 JEFFREY CIR	MORENO V	92555	193.39	19.34	38.29	251.02
97031725008	482461005	684277	PANTOJA, GRACE	24521	JENKINS DR	92553-3964	WELLS FARGO BANK	780 DELTA DR	MONROE	71203	326.22	32.622	64.59	423.42
92301395009	482462042	684277	KALLAL, LORI V	24697	JENKINS DR	92553-3994	SANCHEZ LORI V	2042 S WEST ST	ANAHEIM	92802	255.29	25.53	50.55	331.36
62753215005	256150030	684277	AVERY, DONALD (OWNR)	21089	JENNINGS CT	92557-8330	AVERY DONALD	21089 JENNINGS CT	MORENO V	92557	255.40	25.54	50.57	331.50
64483775009	478040019	684277	NORMAN, LETICIA (RENT)	13991	JERANELLA CT	92555-8208	CHEN MEI LING	2248 VANCE LN	TUSTIN CA	92782	255.40	25.54	50.57	331.50
83622695006	479150029	684277	WESTRA, RAY	25940	JIM DR	92553-6812	WESTRA RAYMOND	25940 JIM DR	MORENO V	92553	157.35	15.74	31.16	204.24
70904445006	482331028	684277	MCMILLAM, JANEL (OWNR)	24169	JIMSON PL	92553-3547	MCMILLAN JANEL M	24169 JIMSON PL	MORENO V	92553	255.40	25.54	50.57	331.50
70996485003	482331029	684277	GUEVARA, SERGIO	24181	JIMSON PL	92553-3547	GUEVARA SERGIO D	24181 JIMSON PL	MORENO V	92553	255.18	25.518	50.53	331.22
31426125005	482162029	684277	LUGO, MICHEAL (OWNR)	13470	JO ANN ST	92553-3839	LUGO MICHAEL E	13470 JO ANN ST	MORENO V	92553	128.44	12.84	25.43	166.70
31081145004	482161004	684277	SHEEKS, MARGARET	13471	JO ANN ST	92553-3838	SHEEKS DOROTHY MAY	24948 SUBURBAN	MORENO V	92551	57.40	5.74	11.37	74.50
96194885001	482162030	684277	WARD, J	13484	JO ANN ST	92553-3839	LEMUS SAIDA M	13484 JO ANN ST	MORENO V	92553	255.29	25.53	50.55	331.36
97048305000	484154012	684277	VILLASANA, ANA B	25955	JONESBOROUGH CT	92553-4975	VILLASANA CARLOS A	25955 JONESBOROUGH CT	MORENO V	92553	63.96	6.40	12.66	83.02
31194405000	484142017	684277	ESPINOSA, VILMA M	25579	JONESTOWN DR	92553-2900	MAMACLAY STANLEY A	25579 JONESTOWN DR	MORENO V	92553	255.29	25.53	50.55	331.36
58543745005	484143006	684277	RUBBA, RODOLFO	25580	JONESTOWN DR	92553-4997	RUBBA RODOLFO J	21101 NORWALK	LAKEWOOI	90715	191.77	19.18	37.97	248.90
92689963007	484144001	684277	GOMEZ, VIRGINIA (RENT)	25664	JONESTOWN DR	92553-4998	HOOKS DAVID GERALD	4338 SUNNY LN	YORBA LIN	92886	47.96	4.80	9.50	62.24
93329383001	484144002	684277	HOLLIS, BRANDYE	25676	JONESTOWN DR	92553-4998	HOLLIS YOLANDE C	25676 JONESTOWN DR	MORENO V	92553	255.29	25.53	50.55	331.36
95615315006	482500007	684277	FLORES, VERENISE (OWNR)	24401	JONNA LN	92553-3591	JONNA LANE TRUST	231 E ALESSANDRO BL NO A	RIVERSIDE	92508	349.83	34.98	69.27	454.06
31447105005	482500009	684277	REID, HERBERT (RENT)	24443	JONNA LN	92553-3591	BROWN REED DOTTIE	24443 JONNA LN	MORENO V	92553	57.29	5.73	11.34	74.36
91032543000	486061022	684277	LOPEZ, JOHN (RENT)	15185	JOSEPHINE CT	92551-4515	HOME EXPO FINANCIAL INC	P O BOX 9818	MORENO V	92552	63.63	6.363	12.60	82.58
31279665004	484121042	684277	RHODEN, MICHAEL	25180	JOSHUA AVE	92553-4439	RHODEN MICHAEL CARL	P O BOX 7152	MORENO V	92552	25.18	2.518	4.99	32.68
97117175000	482332002	684277	FIELDS, MISHAWN (RENT)	14528	JOSHUA TREE AVE	92553-3549	KELLEY DANETTE L	14528 JOSHUA TREE AVE	MORENO V	92553	255.29	25.53	50.55	331.36
95592435002	482332003	684277	RODRIGUEZ, JACKIE	14540	JOSHUA TREE AVE	92553-3549	RODRIGUEZ JAIRO S	14540 JOSHUA TREE AVE	MORENO V	92553	191.66	19.17	37.95	248.76
31600395008	482332006	684277	WHITE, CURTIS (RENT)	14582	JOSHUA TREE AVE	92553-3549	FIGUEREDO ANDRES A	14582 JOSHUA TREE AVE	MORENO V	92553	193.73	19.37	38.36	251.46
31621315001	482511010	684277	GONZALES, GERONIMO	14744	JOSHUA TREE AVE	92553-2421	GONZALEZ GERONIMO	14744 JOSHUA TREE AVE	MORENO V	92553	55.29	5.529	10.95	71.76
88582165008	486092025	684277	CORTEZ, PETRA (OWNR)	25082	JUANITA AVE	92551-4584	CORTEZ PETRA	25082 JUANITA AVE	MORENO V	92551	205.40	20.54	40.67	266.60
31136255002	486093003	684277	CHAVEZ, ALEXANDRA (RENT)	25095	JUANITA AVE	92551-4585	ESTRADA AURORA	11120 VIOLET CT	RIVERSIDE	92503	63.96	6.396	12.66	83.02
89864325006	486093011	684277	RAMOS, GUADALUPE	25189	JUANITA AVE	92551-4516	FREGOZO NANCY F	25189 JUANITA AVE	MORENO V	92551	255.40	25.54	50.57	331.50
86654273004	486112002	684277	TURNER, CLIFTON (OWNR)	25303	JUANITA AVE	92551-4591	TURNER CLIFTON	25303 JUANITA AVE	MORENO V	92551	314.04	31.40	62.18	407.62
62414315003	486112008	684277	HERNANDEZ, SOCORRO	25375	JUANITA AVE	92551-4591	SALGADO MARIA	25375 JUANITA AVE	MORENO V	92551	118.88	11.89	23.54	154.30
97096905003	486112012	684277	LUGO, BRENDA	25425	JUANITA AVE	92551-4518	LUGO BRENDA JO	25425 JUANITA AVE	MORENO V	92551	255.40	25.54	50.57	331.50
61365585001	486111025	684277	MILIAN, FELIPE	25426	JUANITA AVE	92551-4519	SANCHEZ JESSIE	25426 JUANITA AVE	MORENO V	92551	255.40	25.54	50.57	331.50
91823923002	486111022	684277	NUNEZ, VIRGINIA (OWNR)	25462	JUANITA AVE	92551-4519	NUNEZ VIRGINIA	25462 JUANITA AVE	MORENO V	92551	395.07	39.51	78.22	512.80
92607775009	486111020	684277	WHITAKER, LISA (RENT)	25486	JUANITA AVE	92551-4519	FAR EAST INTERNATIONAL	24941 STONEGATE LN	LAGUNA N	92677	287.10	28.71	56.85	372.64

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31565835001	292202007	684277	BAILEY, SHERLON (RENT)	23555	JUDGE WARD CT	92557-8216	WILLIAMS TRAVIS	23555 JUDGE WARD CT	MORENO V	92557	339.13	33.91	67.15	440.18
66426095009	292202035	684277	MONTEJANO, MAYRA (RENT)	23556	JUDGE WARD CT	92557-8216	MONTEJANO ADAUTO	23556 JUDGE WARD CT	MORENO V	92557	305.51	30.55	60.49	396.54
95274585005	292202032	684277	RUIZ, ROLANDO	23596	JUDGE WARD CT	92557-8216	VIANEY PAMELA	23596 JUDGE WARD CT	MORENO V	92557	255.29	25.53	50.55	331.36
60177065000	479062039	684277	BLAIR, DAWN	25348	JUDITH PL	92553-4130	BLAIR DAWN C	26151 CALLE AGUA	MORENO V	92551	185.40	18.54	36.71	240.64
31292385006	479062037	684277	GUNNER, JANICE	25376	JUDITH PL	92553-4130	GUNNER HILTON	25376 JUDITH PL	MORENO V	92553	185.29	18.53	36.69	240.50
93123605002	485174005	684277	BUI, THIN (RENT)	15449	JULIE AVE	92551-3661	NGO LYNDA T	15447 JULIE AVE	MORENO V	92551	332.64	33.26	65.86	431.76
97072275006	486351031	684277	MEZA, VERONICA (RENT)	25760	JUMANO DR	92551-2906	FANNING MARTHA	28040 KALMIA AVE	MORENO V	92555	403.20	40.32	79.83	523.34
50447475003	486381006	684277	CASTELLON, ABRAHAM (OWNR)	25870	JUMANO DR	92551-2908	CASTELLANO ABRAHAM	25870 JUMANO	MORENO V	92555	255.40	25.54	50.57	331.50
70197275002	486381001	684277	MOODY, DARRON E	25920	JUMANO DR	92551-1966	MOODY DARRON E	25920 JUMANO DR	MORENO V	92551	63.96	6.40	12.66	83.02
93873795002	486385003	684277	NEGRETE, MIGUEL	25935	JUMANO DR	92551-1965	MORA MIGUEL R	25935 JUMANO DR	MORENO V	92551	172.92	17.29	34.24	224.44
94420965005	486382009	684277	YOUNG, WILLIAM AND LORI	25940	JUMANO DR	92551-1963	CABRERA JUANITA	25940 JUMANO	MORENO V	92555	255.29	25.53	50.55	331.36
66545285006	486382008	684277	RODRIGUEZ, MARIA	25950	JUMANO DR	92551-1963	RODRIGUEZ ALVARO	25950 JUMANO DR	MORENO V	92551	191.66	19.17	37.95	248.76
31149205006	485202012	684277	BROWN, CHONTELL	15753	JUNE CT	92551-6932	LOPEZ NANCY	15753 JUNE CT	MORENO V	92551	94.86	9.486	18.78	123.12
65123755004	485202011	684277	DARBY, LESTER (OWNR)	15761	JUNE CT	92551-6932	DARBY LESTER	15761 JUNE CT	MORENO V	92551	205.40	20.54	40.67	266.60
93653193004	485202015	684277	HOLLYFIELD, ERIC	15770	JUNE CT	92551-6932	HOLLYFIELD ERIC J	15770 JUNE CT	MORENO V	92551	255.29	25.53	50.55	331.36
31196425001	485202009	684277	MORGAN, VALERIE	15777	JUNE CT	92551-6932	MOJICA ANTHONY	15777 JUNE CT	MORENO V	92551	128.03	12.80	25.35	166.18
55199745009	485202016	684277	GRAHAM, ERIC L	15778	JUNE CT	92551-6932	GRAHAM ERIC L	15778 JUNE CT	MORENO V	92551	255.40	25.54	50.57	331.50
62541565000	485202017	684277	HERNANDEZ, ALEX AND GRACIELA	15786	JUNE CT	92551-6932	FRESNARES ALEX HERNANDEZ	15786 JUNE CT	MORENO V	92551	159.10	15.91	31.50	206.5
95842865000	485202007	684277	LYNCH, ADRIAN (RENT)	15793	JUNE CT	92551-6932	GREGORY ANDREAS	6863 PALOS DR	RIVERSIDE	92503	191.77	19.18	37.97	248.90
31264945008	479382003	684277	RAMIREZ, LURDES	12666	JUNEBERRY CT	92553-4762	RAMIREZ LOURDES	12666 JUNEBERRY CT	MORENO V	92553	272.40	27.24	53.94	353.56
31328365002	473220067	684277	ORTIZ, EDUARDO	29060	JUNIPER AVE	92555-6573	ORTIZ EDUARDO ALEJANDRO	29060 JUNIPER AVE	MORENO V	92555	332.40	33.24	65.82	431.44
94259415003	473220058	684277	GOMEZ, TONY	29150	JUNIPER AVE	92555-6575	GOMEZ TONY L	11828 ORANGEGROVE CIR	MORENO V	92555	183.21	18.32	36.28	237.80
95812965002	482272034	684277	VEGA, MIGUEL	14524	JUSTIN PL	92553-3552	VEGA MIGUEL	14524 JUSTIN PL	MORENO V	92553	255.29	25.53	50.55	331.36
96473805006	482272035	684277	GUERRERO, JHONY MADERA,MUN	14538	JUSTIN PL	92553-3552	GUERRERO JHONY MADERA	14538 JUSTIN PL	MORENO V	92553	255.40	25.54	50.57	331.50
31246555006	482272037	684277	VALDOVINOS, LUPITA AND JUAN (	14564	JUSTIN PL	92553-3552	VALDOVINOS LUPITA	17784 CALLE CAPISTRANO	MORENO V	92551	255.40	25.54	50.57	331.50
74672115004	482272040	684277	JACKSON, LATONIA	14608	JUSTIN PL	92553-2422	JACKSON LA TONIA	14608 JUSTIN PL	MORENO V	92553	255.29	25.53	50.55	331.36
82889155005	482272026	684277	BILES, CHERIE (RENT)	14611	JUSTIN PL	92553-2423	MYHREN TERRY H	340 W MEATS AVE	ORANGE C	92865	128.03	12.80	25.35	166.18
31394215006	296223026	684277	CUEVAS, JOSE	13963	KALAHARI CT	92553-9603	CUEVAS JOSE	13963 KALAHARI CT	MORENO V	92553	255.18	25.518	50.53	331.22
71921045003	296223024	684277	HOWARD, DAWN (RENT)	13993	KALAHARI CT	92553-9603	MCNEIL GEORGE	942 W 59TH DR	LOS ANGEI	90044	127.59	12.76	25.26	165.60
66429755004	474292027	684277	PHONG, KHA MICHAEL	25036	KALMIA AVE	92557-5757	KHA MICHAEL PHONG	25036 KALMIA ST	MORENO V	92557	255.29	25.53	50.55	331.36
96419305004	474292023	684277	BANDA, GABRIEL	25146	KALMIA AVE	92557-5723	BANDA GABRIEL V	25146 KALMIA ST	MORENO V	92557	83.40	8.34	16.51	108.24
66319475006	474333019	684277	GASYAR,KRISTINA (RENT)	25228	KALMIA AVE	92557-5732	SFR 2012 1 U S WEST	135 N ROBLES AVE	PASADENA	91101	140.86	14.09	27.89	182.82
96591025009	474402022	684277	LOUGH, CATHI	25462	KALMIA AVE	92557-5736	LOUGH JOHN W	25462 KALMIA ST	MORENO V	92557	403.92	40.39	79.98	524.28
93858373001	474402001	684277	GARCIA, BENNY AND JOAN	25476	KALMIA AVE	92557-5736	BANK OF AMERICA	1800 TAPO CANYON SV2202	SIMI VALLE	93063	332.64	33.26	65.86	431.76
93317103005	474675015	684277	LEWIS, ANDREA (RENT)	25576	KALMIA AVE	92557-5803	LOUDEN	P O BOX 1226	OAKLAND	99604	324.45	32.445	64.24	421.12
84398725006	474675016	684277	CAMPBELL, FANNY	25590	KALMIA AVE	92557-5803	CAMPBELL FANNIE	25590 KALMIA AVE	MORENO V	92557	255.40	25.54	50.57	331.50
98321533002	474110038	684277	AGUILAR, JANEL	25890	KALMIA AVE	92557-5838	AGUILAR JANEL	25890 KALMIA ST	MORENO V	92557	332.64	33.26	65.86	431.76
31565515008	474220064	684277	ORTIZ, ELIZABETH	26091	KALMIA AVE	92555-1743	WHEELER ANDREW	26091 KALMIA AVE	MORENO V	92555	479.35	47.94	94.91	622.18
31107085009	474220011	684277	HARRIS, GLORIA	26191	KALMIA AVE	92555-1744	HU ZE JUN	334 N MONTEREY ST NO A	ALHAMBR	91801	332.64	33.26	65.86	431.76
65576925008	474220012	684277	STOKES, ROBERT	26203	KALMIA AVE	92555-1724	STOKES ROBERT LEON	26203 KALMIA AVE	MORENO V	92555	332.64	33.26	65.86	431.76
91010945002	474220032	684277	STOKES, LORRAINE	26246	KALMIA AVE	92555-1723	VONDEAUXPLETTE LORRAINE A D	26246 KALMIA AVE	MORENO V	92555	332.40	33.24	65.82	431.44
31139955009	474220025	684277	RHODES, MR AND MRS KEITH D	26340	KALMIA AVE	92555-1720	BAMBRICK COLEEN KATHLEEN	26340 KALMIA AVE	MORENO V	92555	332.40	33.24	65.82	431.44
75267875002	474230008	684277	MACON, DITRA	26611	KALMIA AVE	92555-1761	MULLINS DITRA	26611 KALMIA AVE	MORENO V	92555	347.61	34.76	68.83	451.18
31144435009	473371004	684277	WILLIAMS, RUTH	27831	KALMIA AVE	92555-5262	WILLIAMS RUTH SELF	27831 KALMIA AVE	MORENO V	92555	326.22	32.622	64.59	423.42
65458785008	473373003	684277	DELONE, RAYMOND	27927	KALMIA AVE	92555-5213	DELONE RAYMOND	27927 KALMIA AVE	MORENO V	92555	255.29	25.53	50.55	331.36
31372705009	473373006	684277	FRANKLIN, CHESTER AND SHERRIL	27999	KALMIA AVE	92555-5213	FRANKLIN CHESTER A	27999 KALMIA AVE	MORENO V	92555	344.00	34.40	68.11	446.50
97386715008	473401020	684277	BRUNO, NICK	28270	KALMIA AVE	92555-5220	BRUNO NICHOLAS V	28270 KALMIA AVE	MORENO V	92555	588.14	58.81	116.45	763.40
31248985000	296212017	684277	NAVARRO, ALFONSO	13784	KAREN LYNN DR	92553-1724	NAVARRO ALFONSO	13784 KARENLYNN DR	MORENO V	92553	255.18	25.518	50.53	331.22
93135065009	296212007	684277	MYERS, ANA AND JENNIFER (OWN	13789	KAREN LYNN DR	92553-1726	MYERS ANA MARIA	13789 KARENLYNN DR	MORENO V	92553	289.81	28.98	57.38	376.16
90864373002	296212016	684277	GRADILLA, MARIA	13794	KAREN LYNN DR	92553-1724	CUEVA GLORIA E	13794 KARENLYNN DR	MORENO V	92553	156.81	15.68	31.05	203.52
91839655004	296212009	684277	MYERS, ANA	13811	KAREN LYNN DR	92553-3465	MYERS LOUIS A	13811 KARENLYNN DR	MORENO V	92553	255.29	25.53	50.55	331.36
84763755004	296212012	684277	ESTEVEZ, YADIRA	13834	KAREN LYNN DR	92553-3465	STARLITE MGMT II	26034 PECK ST	MORENO V	92555	255.40	25.54	50.57	331.50
96620405006	486384018	684277	BUTLER, PAULETTE	25820	KARISA CIR	92551-1968	RODRIGUEZ FRANCISCO E	15734 RAGLEY ST	HACIENDA	91745	191.55	19.155	37.93	248.62
31268585004	485052029	684277	MILLER, MICHAEL (RENT)	24298	KARRY CT	92551-7673	JOHNSON JOEY J	19023 COLBECK AVE	CARSON C	90746	89.02	8.902	17.63	115.54
91167525008	485052030	684277	JONES, TOMESHA (OWNR)	24304	KARRY CT	92551-3652	JONES TOMESHA LATRIENNE N	24304 KARRY CT	MORENO V	92551	191.77	19.18	37.97	248.90
92231865009	485052044	684277	MONTANO, MS	24313	KARRY CT	92551-3653	RODRIGUEZ JORGE RUIZ	24313 KARRY CT	MORENO V	92551	191.77	19.18	37.97	248.90
73312795005	485052042	684277	MENDOZA, GUADALUPE (RENT)	24327	KARRY CT	92551-3653	LUA ELISEO	24327 KARRY CT	MORENO V	92551	107.58	10.76	21.30	139.62
31218835007	485052037	684277	MARQUEZ, SILVIA (OWNR)	24348	KARRY CT	92551-3652	SERNA JESUS MARQUEZ	24348 KARRY CT	MORENO V	92551	255.40	25.54	50.57	331.50
31147835008	475182037	684277	MEDINA, TIMOTHY	11618	KASBA CIR	92557-5516	MEDINA TIMOTHY S	11618 KASBA CIR	MORENO V	92557	190.40	19.04	37.70	247.12
31610025005	475182030	684277	SANDERS, PAULA	11621	KASBA CIR	92557-5516	VANDERPAL JASON A	11621 KASBA CIR	MORENO V	92557	255.29	25.53	50.55	331.36
95798525006	479421018	684277	SANCHEZ, VIOLETA (RENT)	12320	KASOTA CT	92557-7608	BOGANWRIGHT ANDREW	12320 KASOTA CT	MORENO V	92557	255.40	25.54	50.57	331.50
55258955008	479421016	684277	HART, DEVIN	12347	KASOTA CT	92557-7608	HART DEVIN P	12347 KASOTA CT	MORENO V	92557	63.96	6.40	12.66	83.02
70560365002	479421013	684277	ANDERSON ADULT HOME	12383	KASOTA CT	92557-7608	ANDERSON LOUISE	12383 KASOTA CT	MORENO V	92557	332.64	33.26	65.86	431.76
88045485009	479421012	684277	MCVEY, RICK	12395	KASOTA CT	92557-7608	MCVEY RIC L	12395 KASOTA CT	MORENO V	92557	255.40	25.54	50.57	331.50
86286533001	479421011	684277	HEWITT, DARRYL	12407	KASOTA CT	92557-7641	HEWITT DARRYL	12407 KASOTA CT	MORENO V	92557	487.12	48.71	96.45	632.28

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57905725001	479421010	684277	PEDRO, MATEO (RENT)	12419	KASOTA CT	92557-7641	BIBIANO MARIO	25953 CORTE SAN LEANDRO	MORENO V	92551	268.06	26.81	53.08	347.94
96481065004	485145001	684277	CRUZ, JENSIS (RENT)	24345	KATRINA AVE	92551-3663	LEE DAVID A	24345 KATRINA AVE	MORENO V	92551	349.29	34.929	69.16	453.36
31195215007	485142032	684277	DELACRUZ, ROSA LINDA (RENT)	24360	KATRINA AVE	92551-3666	VALDEZ MARIA TERESA	24360 KATRINA AVE	MORENO V	92551	127.26	12.726	25.20	165.18
85608205006	485142033	684277	WHITTINGTON, VICTORIA	24370	KATRINA AVE	92551-3666	WHITTINGTON VICTORIA	24370 KATRINA AVE	MORENO V	92551	255.29	25.53	50.55	331.36
31643795004	485142037	684277	BEAL, KAREN (OWNR)	24408	KATRINA AVE	92551-7683	BEAL KAREN Y	24408 KATRINA AVE	MORENO V	92551	91.77	9.177	18.17	119.1
61164905001	485145010	684277	ORTIZ, JULIO	24417	KATRINA AVE	92551-3664	RAMOS ROSA AGUILAR	24417 KATRINA AVE	MORENO V	92551	255.29	25.53	50.55	331.36
96786525000	485141020	684277	ECHENIQUE, MARIA AND MICHAE	24438	KATRINA AVE	92551-3665	ECHENIQUE MARIA T	24438 KATRINA AVE	MORENO V	92551	128.03	12.80	25.35	166.18
94290595000	485141027	684277	HAUGHTON, JAMES H	24496	KATRINA AVE	92551-3665	HAUGHTON JAMES H	24496 KATRINA AVE	MORENO V	92551	255.29	25.53	50.55	331.36
31619755002	474170019	684277	LEE, DELMA (OWNR)	11575	KAYAL AVE	92557-5810	LEE TOSHIO	11575 KAYAL AVE	MORENO V	92557	255.29	25.53	50.55	331.36
31060295006	474180021	684277	WHEELER, DIANE (RENT)	11643	KAYAL AVE	92557-6618	OLIVER MARGUERITE	16724 EDGE GATE DR	RIVERSIDE	92504	96.92	9.69	19.19	125.80
31197125002	474180024	684277	RICHARDSON, LARRY	11685	KAYAL AVE	92557-6619	BOBADILLA JOSE JESUS	11685 KAYAL AVE	MORENO V	92557	255.29	25.53	50.55	331.36
31321795007	474180025	684277	JAMES, DELIA	11699	KAYAL AVE	92557-6619	LEE CHARLIE	3038 WINDMILL DR	DIAMOND	91765	332.64	33.26	65.86	431.76
31287935001	478351017	684277	STEPHENS, CHRISTINA	28423	KEATON DR	92555-6023	LI MEI LING LU	411 E DUARTE RD NO 1	ARCADIA (	91006	163.40	16.34	32.35	212.08
56078165005	478351032	684277	RICHARDS, NORBERT	28403	KEATON DR	92555-6025	RICHARDS NORBERT	28403 KEATON DR	MORENO V	92555	255.29	25.53	50.55	331.36
31464445009	478351031	684277	WHITFIELD, SHERRY	28423	KEATON DR	92555-6025	ASSAY BIOTECHNOLOGY COMPANY INC	1063 MORSE AVE NO 10	SUNNYVAL	94089	334.11	33.411	66.15	433.66
75062685007	478351030	684277	WILLIAMS, XAVIER (OWNR)	28443	KEATON DR	92555-6025	STIEDE LAURA ELENA	28443 KEATON DR	MORENO V	92555	372.74	37.27	73.80	483.8
61487245005	478360010	684277	MOHSIN, AZIZA (OWNR)	13570	KELTON CT	92555-6019	WORT PATRICIA	13570 KELTON CT	MORENO V	92555	91.77	9.18	18.17	119.10
75491675000	478360012	684277	ODLAND, DORENE	13610	KELTON CT	92555-6018	ODLAND CRAIG S	13610 KELTON CT	MORENO V	92555	332.40	33.24	65.82	431.44
68600175000	482662029	684277	ZAMORA, RAFAEL	14820	KENNEBEC CT	92553-7620	ZAMORA RAFAEL	14820 KENNEBEC CT	MORENO V	92553	255.29	25.53	50.55	331.36
98548323004	482662032	684277	LLAMAS, MARIA AND JESUS (OWN	14850	KENNEBEC CT	92553-7620	LLAMAS JESUS T	14850 KENNEBEC CT	MORENO V	92553	255.40	25.54	50.57	331.50
86822195004	482662014	684277	TAYLOR, PARRIE (RENT)	14875	KENNEBEC CT	92553-7627	KIMBERLING MYRON Z	15683 VERSAILLES CT	MORENO V	92555	78.14	7.81	15.47	101.42
92078575005	482662013	684277	BANUELOS, ARTURO	14885	KENNEBEC CT	92553-7627	BANUELOS ESPERANZA	14885 KENNEBEC CT	MORENO V	92553	255.29	25.53	50.55	331.36
66907185009	482662010	684277	VASQUEZ, JESSICA	14915	KENNEBEC CT	92553-5109	VASQUEZ JESSICA D	14915 KENNEBEC CT	MORENO V	92553	55.96	5.60	11.08	72.62
31302005003	312102037	684277	COLEMAN, RENAEE	16290	KENSINGTON PL	92551-9267	DONNELL DAISY L	24068 EUCALYPTUS AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31328765008	312102041	684277	JACKSON, LOIS	16314	KENSINGTON PL	92551-9297	TANNER CHANG B	14080 GRAHAM	MORENO V	92553	255.40	25.54	50.57	331.50
89928025002	312102046	684277	NORRIS, LINDA	16358	KENSINGTON PL	92551-9268	DANG XIN T	5102 OAKFIELD AVE	SANTA AN	92703	23.56	2.356	4.66	30.58
96104215001	312102047	684277	SMITH, LETITIA	16368	KENSINGTON PL	92551-9268	SMITH LETITIA K	16368 KENSINGTON PL	MORENO V	92551	255.29	25.53	50.55	331.36
60020695000	312104002	684277	MEZA, SUSANA	16418	KENSINGTON PL	92551-9270	MEZA SUSANA H	16418 KENSINGTON PL	MORENO V	92551	117.32	11.73	23.23	152.28
95880665002	312103001	684277	VERGARA, RICARDO	16461	KENSINGTON PL	92551-9269	VERGARA RICHARD	16461 KENSINGTON PL	MORENO V	92551	255.40	25.54	50.57	331.50
31341865000	308552014	684277	RODGERS, ALANA	17389	KENTUCKY DERBY DR	92555-7907	SCHNACK ERIC	17389 KENTUCKY DERBY DR	MORENO V	92555	255.29	25.53	50.55	331.36
91133013007	308560027	684277	CLOSURE, CONNIE (RENT)	17410	KENTUCKY DERBY DR	92555-7911	SECRETARY HOUSING & URBAN DEV OF	400 NATIONAL WAY	SIMI VALLE	93065	79.29	7.929	15.70	102.9
59142545007	308560023	684277	CHACON, CAESAR AND MIRELLA	17434	KENTUCKY DERBY DR	92555-7911	BARTLETT JACQUELINE	20440 BROWN ST	PERRIS CA	92570	142.80	14.28	28.27	185.34
95306985001	308561006	684277	LAMAR, BENJAMIN (OWNR)	17455	KENTUCKY DERBY DR	92555-7910	BENJAMIN LAMAR RAMON	17455 KENTUCKY DERBY DR	MORENO V	92555	255.40	25.54	50.57	331.50
92728865004	308560016	684277	JACKSON, LATONYA	17476	KENTUCKY DERBY DR	92555-7912	RILEY MONICA	17476 KENTUCKY DERBY DR	MORENO V	92555	255.29	25.53	50.55	331.36
91967325003	308561009	684277	EILEFSON, JOHN	17491	KENTUCKY DERBY DR	92555-7910	EILEFSON JOHN W	17491 KENTUCKY DERBY DR	MORENO V	92555	255.29	25.53	50.55	331.36
96175645001	475271001	684277	ROWE JR, RAYMOND	24011	KERNWOOD DR	92557-6358	ROWE RAYMOND L	24011 KERNWOOD DR	MORENO V	92557	255.29	25.53	50.55	331.36
83865135009	475271002	684277	CAMACHO, REYNA (RENT)	24025	KERNWOOD DR	92557-6358	PACHECO GREGORIO	11603 BLUE JAY CT	MORENO V	92557	182.99	18.30	36.23	237.52
62157355009	475271003	684277	VALENZUELA, JESUS	24037	KERNWOOD DR	92557-6358	VALENZUELA JESUS M	24037 KERNWOOD DR	MORENO V	92557	255.40	25.54	50.57	331.50
97197805000	475272004	684277	BRADY, MARY (OWNR)	24056	KERNWOOD DR	92557-6351	BRISTER TERI	24056 KERNWOOD DR	MORENO V	92557	141.62	14.162	28.04	183.82
94429915007	475272005	684277	TAYLOR, SHARON	24070	KERNWOOD DR	92557-6351	TAYLOR SHARON ANN	24070 KERNWOOD DR	MORENO V	92557	255.40	25.54	50.57	331.50
73435385000	475272012	684277	BALDWIN,CYNTHIA	24095	KERNWOOD DR	92557-6352	DEBISSCHOP CHARLES A	6568 ELM AVE	SAN BERN	92404	255.40	25.54	50.57	331.50
73665475003	316131016	684277	ANDERSON, ALLEN (RENT)	16701	KETTENBURG LN	92551-7409	MARTIN CARLOS I	16701 KETTENBURG LN	MORENO V	92551	177.22	17.722	35.09	230.02
90879165004	316133002	684277	LEYVA, JOSE (RENT)	16708	KETTENBURG LN	92551-7408	TUCKER DERRICK L	16708 KETTENBURG LN	MORENO V	92551	255.29	25.53	50.55	331.36
92397123004	316133004	684277	HERCULES, GERMAN AND CARME	16724	KETTENBURG LN	92551-7408	ZEPEDA DAVID	2097 E WASHINTON STE 1E	COLTON C	92324	332.16	33.216	65.77	431.14
31568415003	316131013	684277	DIAMOND, SINGI (RENT)	16725	KETTENBURG LN	92551-7409	LOUDEN	1999 HARRISON ST STE 2200	OAKLAND	94612	146.68	14.67	29.04	190.38
31620105007	316133005	684277	BACHMAN, TODD AND DENISE	16732	KETTENBURG LN	92551-7408	BACHMAN TODD M	16732 KETTENBURG LN	MORENO V	92553	255.29	25.53	50.55	331.36
31253765008	264322010	684277	VIELMAN, ANA	11765	KETTERING CT	92557-6136	SOBERANIS HENRY D	11765 KETTERING CT	MORENO V	92557	255.40	25.54	50.57	331.50
31285135003	264322009	684277	HOLLOWAY, WILLIAM J	11766	KETTERING CT	92557-6135	HOLLOWAY WILLIAM J	11766 KETTERING CT	MORENO V	92557	255.29	25.53	50.55	331.36
31255425005	264322013	684277	SAMUELS, LOLA H	11789	KETTERING CT	92557-6136	SAMUELS AUBREY G	23061 GOLDEN EYE LN	MORENO V	92557	154.66	15.47	30.62	200.74
31598175000	264322014	684277	ACOSTA, CHRISTMAS (RENT)	11797	KETTERING CT	92557-6136	WHITE ERIC	11797 KETTERING CT	MORENO V	92557	120.53	12.053	23.86	156.44
92398313008	475240032	684277	MOGHADDAM, NOSART	11841	KILGORE ST	92557-6446	MOGHADDAM NOSRATOLLAH	11841 KILGORE ST	MORENO V	92557	332.40	33.24	65.82	431.44
94953985001	475293062	684277	DAUSTER, FRANKLIN	11961	KILGORE ST	92557-6438	DAUSTER FRANKLIN L	11961 KILGORE ST	MORENO V	92557	255.29	25.53	50.55	331.36
31364675002	475293064	684277	RIVERA, NANETTE (OWNR)	11989	KILGORE ST	92557-6438	RIVERA NANETTE M	1300 W SUMMIT ST NO B	LONG BEA	90810	332.64	33.26	65.86	431.76
97129095002	481341028	684277	NAVARRETE, ALEJANDRINA	12106	KILGORE ST	92557-7806	MONTANO ALEJANDRINA	12106 KILGORE ST	MORENO V	92557	255.29	25.53	50.55	331.36
31529875008	481341027	684277	ALLEN, JAMES AND LORI	12118	KILGORE ST	92557-7806	ALLEN LORI SUE	12118 KILGORE ST	MORENO V	92557	332.40	33.24	65.82	431.44
97850735009	481341026	684277	NAKAAHIKI, NALU	12130	KILGORE ST	92557-7806	CALUYA JERRY S	12130 KILGORE ST	MORENO V	92557	255.29	25.53	50.55	331.36
93518185001	478166020	684277	PELAYO, MAYRA (OWNR)	28766	KIMBERLY AVE	92555-6914	PELAYO MAYRA A	28766 KIMBERLY AVE	MORENO V	92555	155.40	15.54	30.77	201.70
97708455007	478431019	684277	CAMPBELL, ROBERT (OWNR)	29025	KIMBERLY AVE	92555-7208	CAMPBELL ROBERT SCOTT	29025 KIMBERLY AVE	MORENO V	92555	255.40	25.54	50.57	331.50
31086965000	478430007	684277	ACOSTA, LESLIE (OWNR)	29070	KIMBERLY AVE	92555-7215	ACOSTA LESLIE A	29070 KIMBERLY AVE	MORENO V	92555	255.40	25.54	50.57	331.50
95813545009	482462030	684277	HERRERA, ADISLEIDI (OWNR)	14137	KINGSWAY CT	92553-3998	COUTIN ADISLEIDYS HERRERA	14137 KINGSWAY CT	MORENO V	92553	186.20	18.62	36.87	241.68
95212985000	482462031	684277	BAILON, JOSE	14138	KINGSWAY CT	92553-3998	BAILON JOSE P	14138 KINGSWAY CT	MORENO V	92553	255.29	25.53	50.55	331.36
90280895002	482462037	684277	CADENAS, SALVADOR (OWNR)	14244	KINGSWAY CT	92553-3998	CADENAS SALVADOR	14244 KINGSWAY CT	MORENO V	92553	255.40	25.54	50.57	331.50
87512995002	291502002	684277	VELASCO, SANDRA	22385	KINROSS LN	92557-6806	VELASCO SANDRA	23949 HAZELWOOD DR	MORENO V	92557	183.21	18.32	36.28	237.80
64081445001	291502003	684277	MARTINEZ, RAFAEL	22395	KINROSS LN	92557-6806	MARTINEZ RAFAEL	22395 KINROSS LN	MORENO V	92557	255.40	25.54	50.57	331.50
31239955007	291502011	684277	ZARATE, RUBEN AND ESPERANZA	22475	KINROSS LN	92557-6807	MIRANDA ARNULFO	16120 PALOMINO LN	MORENO V	92551	148.23	14.82	29.35	192.40

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31472075009	291432005	684277	HERNANDEZ, JAVIER	22564	KINROSS LN	92557-6808	HERNANDEZ JAVIER	22564 KINROSS LN	MORENO V	92557	249.72	24.97	49.44	324.12
95676685000	291431017	684277	ALVARADO, BARBARA	22565	KINROSS LN	92557-6809	JACKSON ALVARADO BARBARA J	22565 KINROSS LN	MORENO V	92557	255.29	25.53	50.55	331.36
91360125003	291432003	684277	ANDRADE, DORA (RENT)	22586	KINROSS LN	92557-6808	VINTAGE WORLD PROP	10161 BOLSA AVE NO 204C	WESTMINS	92683	73.39	7.34	14.53	95.26
1.00868E+11	291402019	684277	EDEY, CALVIN	22625	KINROSS LN	92557-6800	EDEY CALVIN D	22625 KINROSS LN	MORENO V	92557	255.29	25.53	50.55	331.36
96287485007	291402015	684277	PEREZ, HELEN	22675	KINROSS LN	92557-6800	PEREZ HELEN	22675 KINROSS LN	MORENO V	92557	155.29	15.53	30.75	201.56
31633765001	291404006	684277	DELGADO, TIFFANY AND RICHARD	22752	KINROSS LN	92557-6936	DELGADO NICHOLAS G	22752 KINROSS LN	MORENO V	92557	255.40	25.54	50.57	331.50
96442275002	291404009	684277	GARCIA, MIGUEL (RENT)	22788	KINROSS LN	92557-6936	HOLGUIN JESUS MANUEL	22788 KINROSS LN	MORENO V	92557	255.40	25.54	50.57	331.50
1.00363E+11	291404010	684277	HAINE, RHONDA	22800	KINROSS LN	92557-6986	HAINE BRIAN A	22800 KINROSS LN	MORENO V	92557	332.40	33.24	65.82	431.44
31651965001	291361032	684277	PATAKY, ROBERT (RENT)	22851	KINROSS LN	92557-6937	OLHAUSEN GLENN J	22851 KINROSS LN	MORENO V	92557	255.40	25.54	50.57	331.50
93152415001	291382028	684277	RODRIGUEZ, JAVIER	13038	KIOWA DR	92553-7820	RODRIGUEZ JAVIER	13038 KIOWA DR	MORENO V	92553	63.96	6.40	12.66	83.02
31590395001	291381018	684277	CLEARY, DEBBIE (RENT)	13055	KIOWA DR	92553-7821	COMPTON VERNON ELECTRO	2825 TEMPLE AVE	SIGNAL HIL	90755	122.31	12.23	24.22	158.74
31343945000	291382021	684277	MENCHACA, DOREEN	13096	KIOWA DR	92553-7820	MENCHACA DOREEN	13096 KIOWA DR	MORENO V	92553	255.29	25.53	50.55	331.36
53812765004	291382019	684277	SNYDER, VALEN (RENT)	13112	KIOWA DR	92553-6413	LOPEZ LEO	22111 NEWPORT AVE SPC 11	GRAND TE	92313	255.40	25.54	50.57	331.50
31622895007	291381028	684277	LOPEZ, ROLANDO	13131	KIOWA DR	92553-7822	GONZALEZ ANAZELE	13131 KIOWA DR	MORENO V	92553	255.29	25.53	50.55	331.36
88605019009	291381033	684277	LOZANO, VALERIE (OWNR)	13169	KIOWA DR	92553-7822	LOZANO VALERIE	13169 KIOWA DR	MORENO V	92553	191.77	19.18	37.97	248.90
92896303007	291381034	684277	GILBERT, GORDON	13177	KIOWA DR	92553-7822	GILBERT GORDON WESLEY	13177 KIOWA DR	MORENO V	92553	255.29	25.53	50.55	331.36
91601183007	291381037	684277	TRUELL, VERNON (RENT)	13197	KIOWA DR	92553-6415	KABBINAVAR FAIROOZ F	5844 WOODLAKE AVE	WOODLAN	91367	36.68	3.668	7.26	47.6
97110655004	291382008	684277	PLAMONDON, GREGG	22818	KIOWA DR	92553-7819	PLAMONDON GREGG B	22818 KIOWA CT	MORENO V	92553	255.29	25.53	50.55	331.36
74139765007	291392014	684277	HARTMAN, GARY	22672	KIRKBY CIR	92557-6801	HIPPOZE BULK INV	1627 VIA ROMA	CORONA C	92881	255.18	25.518	50.53	331.22
94692735008	482663002	684277	CUEVAS, JAIME (RENT)	24225	KISMET CIR	92553-7631	HOANG KEVIN	1945 N REDDING AVE	ROSEMEAD	91770	134.96	13.50	26.72	175.16
66610065004	474402005	684277	FERGUSON, ARTHUR AND ELLEN	11401	KITCHING ST	92557-5826	FERGUSON ELLEN	11401 KITCHING ST	MORENO V	92557	232.40	23.24	46.02	301.64
49468035006	474170003	684277	GARCIA, ORFELINA AND SANTIAGO	11530	KITCHING ST	92557-5827	CANDIA SANTIAGO	3750 URBANA AVE	MIRA LOM	91752	255.40	25.54	50.57	331.50
94901225000	474152004	684277	BENSON, JUSTIN	11763	KITCHING ST	92557-6608	MISSION COUNTIES DEV	P O BOX 20631	RIVERSIDE	92516	688.26	68.83	136.28	893.36
31255405009	474152005	684277	FERNANDEZ, FRANK	11791	KITCHING ST	92557-6608	FERNANDES FRANK	11795 KITCHING ST	MORENO V	92557	332.40	33.24	65.82	431.44
73261165006	474162015	684277	BLANCO, MANUEL	11945	KITCHING ST	92557-6640	BLANCO MANUEL I	11945 KITCHING ST	MORENO V	92557	255.29	25.53	50.55	331.36
31436365003	479421004	684277	PARSON, GLENN	12360	KITCHING ST	92557-7617	PARSON GLENN ALLISON	12360 KITCHING ST	MORENO V	92557	128.03	12.80	25.35	166.18
31609315006	479421008	684277	GOBEA, ESPERANZA	12400	KITCHING ST	92557-7620	COLFIN AI CA 4	24682 DEL PRADO NO 200	DANA POI	92629	255.29	25.53	50.55	331.36
96779115001	479060003	684277	CORREA, ERICA (OWNR)	12655	KITCHING ST	92553-4723	COREA ERICA A	12655 KITCHING ST	MORENO V	92553	332.64	33.26	65.86	431.76
31223805003	479060004	684277	VALADEZ, RAYMOND AND AGNES	12671	KITCHING ST	92553-4723	VALADEZ RAYMOND A	12671 KITCHING ST	MORENO V	92553	255.40	25.54	50.57	331.50
31530425001	264121009	684277	MAWVINITT, FRED	11520	KIWI CT	92557-5425	MAWCINITT FRED	11520 KIWI CT	MORENO V	92557	255.29	25.53	50.55	331.36
31072895005	264121014	684277	TAITANO, RAYMOND P	11570	KIWI CT	92557-5425	FISH AMY G	11570 KIWI CT	MORENO V	92557	255.29	25.53	50.55	331.36
31190595008	473384002	684277	FERNANDEZ, NORMAN	11670	KNOLL VISTA ST	92555-5314	FERNANDEZ NORMAN A	11670 KNOLL VISTA ST	MORENO V	92555	249.72	24.97	49.44	324.12
31216465008	473384005	684277	GOOCH, RON	11748	KNOLL VISTA ST	92555-5317	GOOCH RONALD D	11748 KNOLL VISTA ST	MORENO V	92555	332.40	33.24	65.82	431.44
92745775007	296022004	684277	HARRIEL, ANDREA	13065	KOCHI DR	92553-5971	GOLDLINK INV	2654 SHERWOOD AVE	FULLERTO	92831	255.29	25.53	50.55	331.36
97780063008	296023007	684277	AGUIRRE, RUBEN (RENT)	13112	KOCHI DR	92553-5955	AGUIRRE LINDA M	13112 KOCHI DR	MORENO V	92553	196.43	19.64	38.89	254.96
97120545007	296032007	684277	SEARS, ROBERT	13177	KOCHI DR	92553-5956	SEARS ROBERT C	13177 KOCHI DR	MORENO V	92553	255.29	25.53	50.55	331.36
60099465002	296033007	684277	IBARRA, MARTHA	13214	KOCHI DR	92553-5970	IBARRA ISMAEL	13214 KOCHI DR	MORENO V	92553	31.66	3.17	6.27	41.08
31588555001	292193008	684277	FERRIER, JOHN (RENT)	12110	KRISTEN CT	92557-7148	BUENROSTRO MARISELLA	12110 KRISTEN CT	MORENO V	92557	70.09	7.009	13.88	90.96
60465255009	292193009	684277	BROWN, RICHARD E AND MARY H	12124	KRISTEN CT	92557-7148	BROWN RICHARD E	12124 KRISTEN CT	MORENO V	92557	205.29	20.53	40.65	266.46
91495545009	296161045	684277	RICHARDSON, ROBERT	13699	KRISTINA CT	92553-9654	RICHARDSON ROBERT D	13699 KRISTINA CT	MORENO V	92553	332.40	33.24	65.82	431.44
91495225006	296161046	684277	CARDENAS, JESUS	13707	KRISTINA CT	92553-9684	SYLVE EDWARD J	13707 KRISTINA CT	MORENO V	92553	155.40	15.54	30.77	201.70
95606435000	296161048	684277	MEDRANO, MIKAELA	13727	KRISTINA CT	92553-9684	MEDRANO MICAELA V	13727 KRISTINA CT	MORENO V	92553	255.29	25.53	50.55	331.36
87720395007	296161038	684277	MURGUIA, ROSA (OWNR)	13736	KRISTINA CT	92553-9683	MURGUIA ARTURO	13736 KRISTINA CT	MORENO V	92553	221.41	22.14	43.84	287.38
62497705006	485052054	684277	MONTGOMERY, DAVID	24320	KURT CT	92551-3658	KIRMANI TANVEER	51 WILLOWBROOK LN	POMONA	91766	65.86	6.59	13.04	85.48
31353935001	485052065	684277	NAVARRO, BLONDY	24321	KURT CT	92551-7654	NAVARRO BLONDY	24321 KURT CT	MORENO V	92551	255.29	25.53	50.55	331.36
92397103008	485052055	684277	FLORES, ANTONIO M	24328	KURT CT	92551-3658	FLORES ANTONIO M	24328 KURT CT	MORENO V	92551	255.29	25.53	50.55	331.36
95622435007	485052057	684277	ZEPEDA, ALEX (RENT)	24342	KURT CT	92551-3658	ZEPEDA JUAN JOSE	24342 KURT CT	MORENO V	92551	255.40	25.54	50.57	331.50
56205895001	479671002	684277	PARKER, LATANYA	13270	KYLE DR	92553-5413	WEI AMY	13270 KYLE DR	MORENO V	92553	280.40	28.04	55.52	363.94
83603045003	479671006	684277	BRISTNO, LOURDES	13318	KYLE DR	92553-5413	ELIAS LOURDES	13318 KYLE DR	MORENO V	92553	255.40	25.54	50.57	331.50
31310905007	479671016	684277	SCOTT, KATHLEEN (OWNR)	13438	KYLE DR	92553-5422	SCOTT KATHLEEN S	13438 KYLE DR	MORENO V	92553	154.48	15.45	30.59	200.50
97055995000	486384008	684277	CEBALLOS, MARIA (RENT)	25820	LA BARCA RD	92551-1927	CERDA PABLO S	11374 IVORY AVE	FOUNTAIN	92708	100.33	10.03	19.87	130.22
75285135000	486387005	684277	HENDERSON, WAYNE	25885	LA BARCA RD	92551-1928	HENDERSON WAYNE LEE	25885 LA BARCA RD	MORENO V	92551	332.40	33.24	65.82	431.44
64883065009	486387010	684277	THOMAS, ELAINE (OWNR)	25935	LA BARCA RD	92551-1930	THOMAS ELAYNE M	25935 LA BARCA RD	MORENO V	92551	255.18	25.518	50.53	331.22
96341365007	486387014	684277	CHANG, FRANK AND HU, SHIU FEN	25975	LA BARCA RD	92551-1930	HU SHIU FEN	1031 S PALMETTO AVE NO M6	ONTARIO	91762	332.64	33.26	65.86	431.76
31319335008	486387016	684277	STONE, LAYLA (OWNR)	25995	LA BARCA RD	92551-1930	STONE LAYLAH	25995 LA BARCA RD	MORENO V	92551	255.14	25.51	50.52	331.16
92573935000	484241016	684277	TORO, ALBERTO	14825	LA BRISIS WAY	92553-1510	TORO ALBERTO	14825 LA BRISIS WAY	MORENO V	92553	255.29	25.53	50.55	331.36
31070385006	484241025	684277	GODOY, JESUS	14850	LA BRISIS WAY	92553-7150	GODOY JESUS	14850 LA BRISIS WAY	MORENO V	92553	255.40	25.54	50.57	331.50
31509885008	484241026	684277	TUCKER, MARVIN	14860	LA BRISIS WAY	92553-7150	TUCKER MARVIN JOHN	14860 LA BRISIS WAY	MORENO V	92553	191.66	19.17	37.95	248.76
90626725002	304541010	684277	LAUREL, CATRINA (OWNR)	15214	LA CASA DR	92555-5839	YAMAGUCHI MARCUS Y	15214 LA CASA DR	MORENO V	92555	255.40	25.54	50.57	331.50
91369215005	304550012	684277	YOUNG, MARY	15279	LA CASA DR	92555-5840	YOUNG MARY L	15279 LA CASA DR	MORENO V	92555	255.40	25.54	50.57	331.50
71516575009	304550011	684277	MILEY, JUANA (RENT)	15289	LA CASA DR	92555-5840	HOLDEN JERRY	1513 FAIRFIELD CT NO 1	ONTARIO	91761	255.29	25.53	50.55	331.36
83668245004	304550010	684277	PARMLEY, SILVA	15299	LA CASA DR	92555-5840	TRUONG CHARLES	15299 LA CASA DR	MORENO V	92555	255.40	25.54	50.57	331.50
31595415006	304550007	684277	MARTINEZ, ELENILSON	15325	LA CASA DR	92555-5842	AURORA LOAN SERVICES	10350 PARK MEADOWS DR	LITTLETON	80124	255.18	25.518	50.53	331.22
93691513007	304550001	684277	SANCHEZ, VIVIANA	15371	LA CASA DR	92555-5842	SANCHEZ JOSE M	15371 LA CASA DR	MORENO V	92555	255.40	25.54	50.57	331.50
81678555009	304550047	684277	LETT, GLADYS	15424	LA CASA DR	92555-5843	LETT GLADYS M	15424 LA CASA DR	MORENO V	92555	332.64	33.26	65.86	431.76

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93002775002	304190079	684277	GILSON, PHEBE	15861	LA COSTA ALTA DR	92555-5935	GILSON PHEBE	15861 LA COSTA ALTA DR	MORENO V	92555	66.77	6.677	13.22	86.66
87085613009	304330023	684277	DOMINGUEZ, REYNA AND RUBEN	15891	LA COSTA ALTA DR	92555-5935	LAZO AMILCAR	15891 LA COSTA ALTA DR	MORENO V	92555	255.29	25.53	50.55	331.36
91006123002	304330009	684277	ASKEW, KIM (OWNR)	15914	LA COSTA ALTA DR	92555-5936	BROWN DANETTE	15914 LA COSTA ALTA DR	MORENO V	92555	128.14	12.81	25.37	166.32
96552483004	304340002	684277	BEASLEY, SONYA	16004	LA COSTA ALTA DR	92555-5938	HUDSON LASONJA ANN	16004 LA COSTA ALTA DR	MORENO V	92555	332.40	33.24	65.82	431.44
97687733005	304340013	684277	NUNEZ, ALEXANDRA (OWNR)	16031	LA COSTA ALTA DR	92555-5937	NUNEZ ALEJANDRA	16031 LA COSTA ALTA DR	MORENO V	92555	255.40	25.54	50.57	331.50
94530955003	304340010	684277	CAREY, TERESA	16061	LA COSTA ALTA DR	92555-5937	CAREY VERA M	16061 LA COSTA ALTA DR	MORENO V	92555	332.40	33.24	65.82	431.44
70983125007	486385011	684277	MATTHEWS, LANITA (OWNR)	15580	LA ENTRADA DR	92551-1931	MATTHEWS KENNETH E	15580 LA ENTRADA DR	MORENO V	92551	303.21	30.31	60.02	393.42
60728795007	312061003	684277	GIBBS, YATHET	16020	LA FORTUNA LN	92551-2023	GIBBS ELLA JEAN	12008 MURIEL DR	LYNWOOD	90262	332.40	33.24	65.82	431.44
53626255005	312063004	684277	ELIAS, MARY	16095	LA FORTUNA LN	92551-1606	ELIAS MARY	16095 LA FORTUNA LN	MORENO V	92551	255.29	25.53	50.55	331.36
31166705005	312063003	684277	THOMAS, BETTY	16105	LA FORTUNA LN	92551-2024	ROSS SHALON E	16105 LA FORTUNA LN	MORENO V	92551	255.29	25.53	50.55	331.36
62818005000	312071013	684277	ASHLEY, TERRY	16180	LA FORTUNA LN	92551-2026	NGUYEN KHAI	16180 LA FORTUNA LN	MORENO V	92553	255.29	25.53	50.55	331.36
57611835002	312071015	684277	THOMPSON, DOROTHY	16200	LA FORTUNA LN	92551-2028	CABADA ALFRED	16200 LA FORTUNA LN	MORENO V	92551	332.40	33.24	65.82	431.44
71639455004	312071016	684277	DULING, TAMARA (RENT)	16210	LA FORTUNA LN	92551-2028	FULLSPRING	5690 CAMINO DE BRYANT	YORBA LIN	92887	132.40	13.24	26.22	171.84
96576365008	312071017	684277	LUNA, MELISSA	16220	LA FORTUNA LN	92551-2028	KIRMANI TANVEER A	16220 LA FORTUNA LN	MORENO V	92551	255.40	25.54	50.57	331.50
96214265007	312072023	684277	JOHNSON, DONOVAN	16225	LA FORTUNA LN	92551-2029	JOHNSON DONOVAN BENNETT	16225 LA FORTUNA LN	MORENO V	92551	332.64	33.26	65.86	431.76
58922895009	312072022	684277	GALLOWAY, VERA (RENT)	16235	LA FORTUNA LN	92551-2029	VOITA CAROL	3021 TURTLE CREEK RD	CALABASA	91302	332.64	33.26	65.86	431.76
31205825006	291523019	684277	JONES, DESHONE (RENT)	22552	LA JOLLA CIR	92553-7866	MOLAND DEE IONE GERALDINE	4512 PINEHILL TER	MARIETTA	30066	255.40	25.54	50.57	331.50
93595465000	291523024	684277	MOY, FRED	22555	LA JOLLA CIR	92553-7866	GOTANGCO ALVIN T	22555 LA JOLLA CIR	MORENO V	92553	332.64	33.26	65.86	431.76
97109725002	296043006	684277	GAMEZ, JOSE AND OLGA	23353	LA MESA LN	92553-3206	RODRIGUEZ JOSE N	23353 LA MESA LN	MORENO V	92553	255.40	25.54	50.57	331.50
31614065008	304370006	684277	WONZO, ADRIENNE (OWNR)	15179	LA PALMA WAY	92555-5806	WONZO ADRIENNE	26361 THROUGHBRED LN	MORENO V	92555	204.43	20.44	40.48	265.34
31101025005	304370004	684277	TAYLOR, ELIZABETH	15199	LA PALMA WAY	92555-5806	TAYLOR ELIZABETH	15199 LA PALMA WAY	MORENO V	92555	332.40	33.24	65.82	431.44
53244175004	304360011	684277	PERKINS, DANETTE (RENT)	15269	LA PALMA WAY	92555-5821	BARLETTA VENTURES	23052 ALICIA PKY NO HM611	MISSION V	92692	419.24	41.92	83.01	544.16
91933413006	304360010	684277	JOHNSON, SANDRA	15279	LA PALMA WAY	92555-5821	JOHNSON KEVIN E	15279 LA PALMA WAY	MORENO V	92555	155.29	15.53	30.75	201.56
88911493000	304360009	684277	PADILLA, RAFAELA	15289	LA PALMA WAY	92555-5821	PADILLA RAFAELA	15289 LA PALMA WAY	MORENO V	92555	255.29	25.53	50.55	331.36
98021055018	304360004	684277	ADAN, DANIEL (OWNR)	15339	LA PALMA WAY	92555-5823	ADAN DANIEL	201 N EAST ST NO 55	ANAHEIM	92805	289.81	28.98	57.38	376.16
95319785006	304360002	684277	CARTER, JAMES AND DEANA CURT	15359	LA PALMA WAY	92555-5823	CHEN BING	1528 SILMAN ST	HACIENDA	91745	331.44	33.14	65.63	430.20
81317395008	312062011	684277	PAZ, LISETH	25731	LA SALINA PL	92551-2022	PAZ GALO ALFREDO	25731 LA SALINA PL	MORENO V	92551	55.29	5.529	10.95	71.76
74746485008	312062006	684277	URIBE, OSCAR	25756	LA SALINA PL	92551-2022	URIBE OSCAR	25756 LA SALINA PL	MORENO V	92551	255.29	25.53	50.55	331.36
61483215000	473391015	684277	CONTRERAS, REYNA (OWNR)	11422	LADD AVE	92555-5233	CONTRERAS REYNA L	11422 LADD AVE	MORENO V	92555	310.67	31.07	61.51	403.24
94457365003	473392005	684277	CABAN, APRIL	11443	LADD AVE	92555-5234	CABAN ANDREW	11443 LADD AVE	MORENO V	92555	226.45	22.65	44.84	293.92
94363195009	304470010	684277	WILLIAMS, TAMIKA	27546	LAFAYETTE WAY	92555-5709	JIANG STEPHEN	727 PANTERA DR	DIAMOND	91765	212.74	21.274	42.12	276.12
31476885000	304470012	684277	BAILEY, EARNEST	27570	LAFAYETTE WAY	92555-5709	KRAUSE DAVID AURIEL	27570 LAFAYETTE WAY	MORENO V	92555	255.40	25.54	50.57	331.50
31516835004	304471018	684277	GREENE, STERLING AND DANIELLE	27573	LAFAYETTE WAY	92555-5713	FREGOSO JORGE P	13532 DUNCAN DR	MORENO V	92555	28.14	2.81	5.57	36.52
82698035006	304471017	684277	THOMPSON, OTIS (RENTR)	27585	LAFAYETTE WAY	92555-5713	JIANG STEPHEN	727 PANTERA DR	DIAMOND	91765	128.14	12.81	25.37	166.32
52724905003	304470014	684277	NORTON, GARLAND	27596	LAFAYETTE WAY	92555-5709	NGUYEN LAN	9202 OMA PL	GARDEN G	92841	255.40	25.54	50.57	331.50
87996405001	304471015	684277	DISCHNER, SEAN (OWNR)	27609	LAFAYETTE WAY	92555-5713	DISCHNER SEAN R	27609 LAFAYETTE WAY	MORENO V	92555	255.40	25.54	50.57	331.50
31366005008	304471012	684277	TERRAZAS, ALBERT (OWNR)	27645	LAFAYETTE WAY	92555-5713	TERRAZAS ALBERTO	27645 LAFAYETTE WAY	MORENO V	92555	255.40	25.54	50.57	331.50
57254085008	304470018	684277	WEATHERSPOON, NYOKO (RENT)	27648	LAFAYETTE WAY	92555-5709	GUO XIAO MING	9320 EARL ST NO 6	LA MESA (	91942	393.03	39.30	77.82	510.14
31604015000	304471008	684277	SANDERS, JAMES (RENT)	27693	LAFAYETTE WAY	92555-5713	CALPAC PROP	31910 DEL OBISPO NO 120	SAN JUAN	92675	255.40	25.54	50.57	331.50
31614135004	304482012	684277	PARRA, JENNIFER (RENT)	27729	LAFAYETTE WAY	92555-5714	KAO MEI HUI	20228 BURNT TREE LN	WALNUT (	91789	191.71	19.17	37.96	248.82
31550995009	304482011	684277	PASCUA, JEANETTE (OWNR)	27741	LAFAYETTE WAY	92555-5714	PASCUA JEANETTE MARIE	27741 LAFAYETTE WAY	MORENO V	92555	255.40	25.54	50.57	331.50
31351655003	304482009	684277	WILLIAMS, KELLIE	27767	LAFAYETTE WAY	92555-5714	WILLIAMS MICHAEL	27767 LAFAYETTE WAY	MORENO V	92555	254.85	25.49	50.46	330.78
88189625006	304481001	684277	TIDDLE, CLIFTON AND MELODY	27778	LAFAYETTE WAY	92555-5712	TIDDLE CLIFTON E	27778 LAFAYETTE WAY	MORENO V	92555	255.40	25.54	50.57	331.50
31166255009	304481003	684277	PUNSALAN, JOEL (RENT)	27802	LAFAYETTE WAY	92555-5712	PUNSALAN ADAR D	27802 LAFAYETTE WAY	MORENO V	92555	255.40	25.54	50.57	331.50
54514115002	291522015	684277	MARRNEZ, FIDEL (OWNR)	22611	LAGUNA DR	92553-7879	MARTINEZ FIDEL	22611 LAGUNA DR	MORENO V	92553	255.40	25.54	50.57	331.50
96518215002	291512015	684277	MASQURO, LETICIA	22692	LAGUNA DR	92553-7881	MASCORRO JESUS	22692 LAGUNA DR	MORENO V	92553	255.40	25.54	50.57	331.50
51594535009	486482010	684277	WILSON, PATRICIA (OWNR)	25856	LAKE SHORE LN	92551-1650	MUSTIN CLETA	25856 LAKE SHORE LN	MORENO V	92555	255.29	25.53	50.55	331.36
97370205009	260292014	684277	MEDRANO, DAVID	10132	LAKE SUMMIT DR	92557-2823	SUNNYMEAD RANCH PLANNED COMMU	10132 LAKE SUMMIT DR	MORENO V	92557	255.29	25.53	50.55	331.36
91840153007	260292020	684277	PROVENCIO, MICHAEL	10192	LAKE SUMMIT DR	92557-2823	PROVENCIO EUGENE	10192 LAKE SUMMIT DR	MORENO V	92557	255.29	25.53	50.55	331.36
90665095002	260074001	684277	WELLS, JAMES	10242	LAKE SUMMIT DR	92557-2900	WELLS JAMES C	10242 LAKE SUMMIT DR	MORENO V	92557	255.29	25.53	50.55	331.36
96463255002	260073027	684277	ESMAEL, BEVERLY J	10257	LAKE SUMMIT DR	92557-2907	ESMAEL BEVERLY	10257 LAKE SUMMIT DR	MORENO V	92557	72.64	7.26	14.38	94.28
31518175008	260073019	684277	BAUTISTA, ELAINE (OWNR)	10345	LAKE SUMMIT DR	92557-2911	BAUTISTA ELAINE R	10345 LAKE SUMMIT DR	MORENO V	92557	191.77	19.18	37.97	248.90
62181465001	260162008	684277	WARNE, SANDRA (RENT)	23586	LAKE VALLEY DR	92557-3950	CHEN TONY CHINCHIH	1569 HIGH BLUFF DR	DIAMOND	91765	25.12	2.512	4.97	32.6
74082855000	260154003	684277	BARTON, HERBERT	23615	LAKE VALLEY DR	92557-3953	BARTON HERBERT	23615 LAKE VALLEY DR	MORENO V	92557	255.29	25.53	50.55	331.36
63004755008	260152005	684277	ECHEVERRIA, GEYDI	23616	LAKE VALLEY DR	92557-3950	ECHEVERRIA CARLOS	23616 LAKE VALLEY DR	MORENO V	92557	255.40	25.54	50.57	331.50
31640285007	316153030	684277	ALEMAN, GLADYS	16790	LAKE VICTORIA DR	92551-7432	MOON TROY	5169 W 132ND ST	HAWTHOR	90250	151.29	15.13	29.96	196.36
31216385005	316153032	684277	LOPEZ, MARIA	16810	LAKE VICTORIA DR	92551-7433	LOPEZ MANUEL	16810 LAKE VICTORIA DR	MORENO V	92551	255.40	25.54	50.57	331.50
92924955000	316153033	684277	THOMAS, SANDRA AND BOBBY (R	16820	LAKE VICTORIA DR	92551-7433	PALMER ASLEE	16820 LAKE VICTORIA DR	MORENO V	92551	191.77	19.18	37.97	248.90
31520705003	316153035	684277	ZAPIEN, FRANCISCO AND MARIA	16840	LAKE VICTORIA DR	92551-7433	ZAPIEN MARIA A	16840 LAKE VICTORIA DR	MORENO V	92551	255.29	25.53	50.55	331.36
68711195001	316153036	684277	LIGON, RALPH	16850	LAKE VICTORIA DR	92551-7433	LIGON RAPHAEL	16850 LAKE VICTORIA DR	MORENO V	92551	255.29	25.53	50.55	331.36
91840473000	260301007	684277	WRIGHT, GREGORY AND EVELYN (	23835	LAKE VISTA RD	92557-2815	WRIGHT GREGORY L	23835 LAKE VISTA RD	MORENO V	92557	130.29	13.03	25.80	169.10
31398865000	260301003	684277	KINDRED, NORA AND NATHANIEL	23875	LAKE VISTA RD	92557-2815	KINDRED NATHANIEL J	23875 LAKE VISTA RD	MORENO V	92557	382.86	38.29	75.81	496.94
95274395005	487400030	684277	MORENO, LAURA (OWNR)	13345	LAKEPORT DR	92555-2470	MORENO FRANCISCO	13345 LAKEPORT DR	MORENO V	92555	332.40	33.24	65.82	431.44
89821105002	487410001	684277	BARILLAS, MYNOR AND LILLIAN (C	13359	LAKEPORT DR	92555-2470	BARILLAS MYNOR	13359 LAKEPORT DR	MORENO V	92555	191.77	19.18	37.97	248.90
97210345000	487411032	684277	GAINES, IRMA (OWNR)	13360	LAKEPORT DR	92555-2471	HEYMING THEODORE W	135 TREEHOUSE	IRVINE CA	92603	139.88	13.99	27.70	181.56

64712485002	487411031	684277	HUDSON, STEVEN	13370	LAKEPORT DR	92555-2471	HUDSON PATRICIA J	25161 EUCALYPTUS AVE	MORENO V	92557	28.14	2.81	5.57	36.52
90772553009	487410003	684277	ADAMS, KEISHA	13379	LAKEPORT DR	92555-2468	PARHMS KEITH F	13379 LAKEPORT DR	MORENO V	92555	84.12	8.412	16.66	109.18
59674195002	487410004	684277	BLANCO, FRANK	13389	LAKEPORT DR	92555-2468	BLANCO FRANK	13389 LAKEPORT DR	MORENO V	92555	255.29	25.53	50.55	331.36
66834605009	487410009	684277	SULLIVAN, JOANN	13439	LAKEPORT DR	92555-2469	SULLIVAN JO ANN	13439 LAKEPORT DR	MORENO V	92555	155.29	15.53	30.75	201.56
31584785002	291382031	684277	HOWITT, MELANIE (OWNR)	13019	LAKOTA ST	92553-7828	HOWITT MELANIE	13019 LAKOTA ST	MORENO V	92553	255.40	25.54	50.57	331.50
96847505004	291382032	684277	WELCHEN, TIKITA (RENT)	13025	LAKOTA ST	92553-7828	JONES COLIN	1809 LADERA RD	OJAI CA	93023	295.08	29.51	58.43	383.00
31487975008	291384008	684277	GOMEZ, MARIA AND RODRIGO	13054	LAKOTA ST	92553-7827	GOMEZ RODRIGO	13054 LAKOTA ST	MORENO V	92553	255.18	25.518	50.53	331.22
70570685004	291382036	684277	VASQUEZ, RICHARD	13055	LAKOTA ST	92553-7828	GONZALEZ LINDA	13055 LAKOTA ST	MORENO V	92553	255.29	25.53	50.55	331.36
74673165001	291382041	684277	MILLINER, JENNIFER	13085	LAKOTA ST	92553-7830	AHRENS CRAIG RICHARD	24551 VIA TEQUILA	LAKE FORE	92630	255.29	25.53	50.55	331.36
61509465009	291382045	684277	SOTO, CHRISTINE	13113	LAKOTA ST	92553-6419	ALLY BANK	4 WALNUT GROVE	HORSHAM	19807	178.26	17.826	35.30	231.38
68156685006	291383005	684277	COLEGIO, FRANCISCO (OWNR)	13151	LAKOTA ST	92553-6420	COLEGIO FRANCISCO	13151 LAKOTA ST	MORENO V	92553	255.40	25.54	50.57	331.50
92310445000	291373002	684277	EVANS, SONJA (RENT)	13172	LAKOTA ST	92553-7832	DUNCAN ANTHONY	13172 LAKOTA ST	MORENO V	92553	63.63	6.363	12.60	82.58
95932085003	291372006	684277	FRYE, PATRICE (RENT)	13209	LAKOTA ST	92553-7831	BENITEZ BENJAMIN	23580 SUNNYMEAD BLV	MORENO V	92553	255.40	25.54	50.57	331.50
31639935003	291372008	684277	PARKS, FREDRICK (OWNR)	13223	LAKOTA ST	92553-7831	PARKS FREDRICK J	13223 LAKOTA ST	MORENO V	92553	195.74	19.574	38.76	254.06
31405345003	291372010	684277	GEORGE, KASHIMA (RENT)	13239	LAKOTA ST	92553-7831	FLAG 2 REAL ESTATE HOLDINGS	13239 LAKOTA ST	MORENO V	92553	255.40	25.54	50.57	331.50
31422155007	474075002	684277	LOPEZ, EVELIA	25073	LAMAYO AVE	92557-5763	LOPEZ EVELIA	25073 LAMAYO AVE	MORENO V	92557	255.29	25.53	50.55	331.36
31547615005	474074013	684277	BYRD, ANGELA (OWNR)	25124	LAMAYO AVE	92557-5710	BYRD ANGELA MICHELLE	25124 LAMAYO AVE	MORENO V	92557	255.40	25.54	50.57	331.50
31341665002	474075006	684277	WILSON, BETTY (RENT)	25137	LAMAYO AVE	92557-5711	DALLIN	5440 TRABUCO RD STE 200	IRVINE CA	92620	105.44	10.54	20.88	136.86
91425575009	474082007	684277	CHAVEZ, JOSE	25236	LAMAYO AVE	92557-5761	RAMIREZ GILBERT REY	25236 LAMAYO AVE	MORENO V	92557	349.74	34.974	69.25	453.96
31072305009	264321026	684277	VENEGAS, LYNN	23006	LAMBOURNE CT	92557-6100	VENEGAS JOSEPHINE LYNN	23006 LAMBOURNE CT	MORENO V	92557	255.29	25.53	50.55	331.36
91923705006	264321031	684277	MC CAFFERY, TANA	23072	LAMBOURNE CT	92557-6100	FOXHOUND WAY	1440 CHALGROVE DR NO F	CORONA C	92882	255.29	25.53	50.55	331.36
95552403002	482313003	684277	GUTIERREZ, GUSTAVO	24316	LAMONT DR	92553-3554	GUTIERREZ GUSTAVO	24316 LAMONT DR	MORENO V	92553	27.92	2.792	5.53	36.24
88283495004	482313004	684277	GEORGE, KATINA	24330	LAMONT DR	92553-3554	GRAHAM DEVON	24330 LAMONT DR	MORENO V	92553	255.29	25.53	50.55	331.36
1.0149E+11	482313005	684277	EVANS, MECHELLE	24344	LAMONT DR	92553-3554	JOHNSON ADOLPHUS D	24344 LAMONT DR	MORENO V	92553	255.40	25.54	50.57	331.50
91518763001	482311033	684277	RAMOS, JUAN	24369	LAMONT DR	92553-3580	RAMOS JUAN A	24369 LAMONT DR	MORENO V	92553	255.18	25.518	50.53	331.22
31247775008	482313007	684277	DENHAM, WILLIAM JR	24370	LAMONT DR	92553-3554	ROMERO CARLOS AUGUSTO	24370 LAMONT DR	MORENO V	92553	368.50	36.85	72.96	478.30
1.01474E+11	482311029	684277	EUSTAQUIO, J	24421	LAMONT DR	92553-3553	EUSTAQUIO JOSEPH W	24421 LAMONT DR	MORENO V	92553	255.29	25.53	50.55	331.36
89191633009	482311022	684277	MORALES, SHIRLEY	24446	LAMONT DR	92553-3555	MORALES DALIA M	24446 LAMONT DR	MORENO V	92553	284.20	28.42	56.27	368.88
31357045009	482311025	684277	MORENO, MIGUEL AND ROSA	24473	LAMONT DR	92553-3553	MORENO MIGUEL	24473 LAMONT DR	MORENO V	92553	255.29	25.53	50.55	331.36
52683775008	263112002	684277	KRAUSE, LARRY	13090	LANCASTER LN	92553-8069	DEUTSCHE BANK NATL TRUST CO	1757 TAPO CANYON RD SVW88	SIMI VALLE	93063	63.96	6.40	12.66	83.02
95796225003	475264006	684277	RAMOS, ERNEST	11759	LANCEWOOD DR	92557-6362	RAMOS GLORIA	11759 LANCEWOOD DR	MORENO V	92557	55.29	5.53	10.95	71.76
1.01704E+11	475263010	684277	SOTO, MARISOL (OWNR)	11804	LANCEWOOD DR	92557-6356	SOTO IVETTE	11804 LANCEWOOD DR	MORENO V	92557	63.77	6.38	12.63	82.76
89744305004	475264008	684277	ALEMAN, KRIS (RENT)	11851	LANCEWOOD DR	92557-6354	CERVANTES RICHARD	11851 LANCEWOOD DR	MORENO V	92557	73.63	7.36	14.58	95.56
93695785001	475264009	684277	ELEMAN, DAVID (RENT)	11861	LANCEWOOD DR	92557-6354	ZENDEJAS HECTOR	11861 LANCEWOOD DR	MORENO V	92557	248.48	24.85	49.20	322.52
31563665001	475272002	684277	REILLY, AMBER (RENT)	11892	LANCEWOOD DR	92557-6355	LOUDEN	620 NEWPORT CENTER DR 800	NEWPORT	92660	236.44	23.644	46.82	306.88
94038025003	479442003	684277	ASHLEY, RHODESTIA	25942	LANCIA ST	92553-4842	ASHLEY RHODESTIA N	25942 LANCIA ST	MORENO V	92553	255.18	25.518	50.53	331.22
31173315003	479442002	684277	MCCARNS, STEPHANIE (RENT)	25954	LANCIA ST	92553-4842	DALLIN	5440 TRABUCO RD NO H200	IRVINE CA	92620	332.64	33.264	65.86	431.76
58063265004	486540003	684277	TERREALLE, SHAWN (OWNR)	14291	LANDON RD	92555-3619	TERREAULT SHAWN R	15060 MORENO BEACH DR	MORENO V	92555	63.96	6.40	12.66	83.02
99362933001	486550001	684277	BANAGUDOS, ELLA (OWNR)	14389	LANDON RD	92555-5763	BANAGUDOS ELLA	14389 LANDON RD	MORENO V	92555	255.40	25.54	50.57	331.50
31576445000	256263001	684277	WASHINGTON, ESTELLE (RENT)	21140	LANDS END	92557-8425	PURBAUGH FRANK	21140 LANDS END	MORENO V	92557	192.80	19.28	38.17	250.24
31625175001	488031002	684277	SUAREZ, MANUEL	12152	LANTZ LN	92555-2122	SUAREZ MANUEL	12152 LANTZ LN	MORENO V	92555	255.29	25.53	50.55	331.36
31607255002	488061011	684277	KRIKL, STEVE	12240	LANTZ LN	92555-2123	BENITEZ FERNANDO	12240 LANTZ LN	MORENO V	92555	255.29	25.53	50.55	331.36
97202405002	488061005	684277	MACIAS, SANTIAGO	12340	LANTZ LN	92555-2119	LOPEZ VICTOR	1902 S VAN NESS	SANTA AN	92707	326.68	32.67	64.68	424.02
31486675003	308382003	684277	ARZAGA, GINA	15612	LARIAT LN	92555-2950	ARZAGA ARTURO	15612 LARIAT LN	MORENO V	92555	215.40	21.54	42.65	279.58
90871085008	308371012	684277	CONTRERAS, OCTAVIO (RENT)	15617	LARIAT LN	92555-2949	MACIAS GABRIEL	15617 LARIAT LN	MORENO V	92555	255.40	25.54	50.57	331.50
92012403000	308371013	684277	LOGGINS, JACKIE (RENT)	15627	LARIAT LN	92555-2949	WARE JACKIE M	15627 LARIAT LN	MORENO V	92555	26.28	2.628	5.20	34.1
60053945009	296073002	684277	MORALES, WALTER	13015	LARKHAVEN DR	92553-5689	MORALES WALTER	13015 LARKHAVEN DR	MORENO V	92553	255.29	25.53	50.55	331.36
98079295016	296074011	684277	MEZA-CONNELLY, BRITTANI	13044	LARKHAVEN DR	92553-5689	MEZA CONNELLY BRITTANI	13044 LARKHAVEN DR	MORENO V	92553	63.96	6.40	12.66	83.02
31608065000	296074007	684277	AUSTIN, SUE	13084	LARKHAVEN DR	92553-5689	AGUIRRE RAFAEL	13084 LARKHAVEN DR	MORENO V	92553	431.73	43.17	85.48	560.38
96144673000	296074005	684277	JOHNSON, DEIDRA	13104	LARKHAVEN DR	92553-5684	JOHNSON DEIDRA	13104 LARKHAVEN DR	MORENO V	92553	255.18	25.518	50.53	331.22
93837005003	296073008	684277	KING, JAMIE	13125	LARKHAVEN DR	92553-5691	KING MATTHEW	13125 LARKHAVEN DR	MORENO V	92553	255.29	25.53	50.55	331.36
31268695001	296074001	684277	SANDES, CYNTHIA (RENT)	13144	LARKHAVEN DR	92553-5684	TOPETE VALERIA	13144 LARKHAVEN DR	MORENO V	92553	127.26	12.726	25.20	165.18
59843325006	296084007	684277	MARCIAL, CAROLINA	13184	LARKHAVEN DR	92553-5684	MARCIAL MARTIN	13184 LARKHAVEN DR	MORENO V	92553	255.29	25.53	50.55	331.36
31606305004	296112025	684277	GUTIERREZ, MIGUEL	13311	LARKHAVEN DR	92553-3256	GUTIERREZ MIGUEL	13311 LARKHAVEN DR	MORENO V	92553	255.18	25.518	50.53	331.22
93354795003	296112028	684277	ZEPEDA, MARCOS	13341	LARKHAVEN DR	92553-3256	ZEPEDA MARCOS	13341 LARKHAVEN DR	MORENO V	92553	63.96	6.40	12.66	83.02
95622885002	296126002	684277	COVARRUBIAS, FELIPE (OWNR)	13380	LARKHAVEN DR	92553-3205	COBARUBIAS FELIPE	13380 LARKHAVEN DR	MORENO V	92553	255.29	25.53	50.55	331.36
95490443007	296126004	684277	MANZO, ISABELLE	13400	LARKHAVEN DR	92553-3220	MANZO JOSE LUIS	13400 LARKHAVEN DR	MORENO V	92553	268.62	26.86	53.19	348.66
97833315003	296126008	684277	GONZALES, ANTHONY	13448	LARKHAVEN DR	92553-3220	GONZALES ANTHONY B	13448 LARKHAVEN DR	MORENO V	92553	255.29	25.53	50.55	331.36
74687505000	296126009	684277	OHEARN, JOHN	13460	LARKHAVEN DR	92553-3220	OHERN JOHN JAMES	13460 LARKHAVEN DR	MORENO V	92553	255.29	25.53	50.55	331.36
96130115007	488210010	684277	MANIACI, SAMMY	27118	LARKMEAD CT	92555-4610	MANIACI SAMMY H	27118 LAKEMEAD CT	MORENO V	92555	333.42	33.34	66.02	432.76
31444675002	479311037	684277	ARTEAGA, JUAN	25273	LAS PALOMAS DR	92557-7508	ARTEAGA JUAN	25273 LAS PALOMAS DR	MORENO V	92557	255.29	25.53	50.55	331.36
55836225005	479311015	684277	AYALA, SANDRA	25293	LAS PALOMAS DR	92557-7508	AYALA JAVIER	25293 LAS PALOMAS DR	MORENO V	92557	127.77	12.78	25.30	165.84
31284425005	479311018	684277	THOMAS, ALVINA	25323	LAS PALOMAS DR	92557-7510	JONES KEVIN E	831 LAMOND DR	RIVERSIDE	92508	255.29	25.53	50.55	331.36
31254255003	479312050	684277	JAMES, KEVIN AND JOHANNA (RE	25360	LAS PALOMAS DR	92557-7509	CHUNG FRANK	13832 CAMP ROCK ST	CORONA C	92880	123.39	12.34	24.43	160.16
31224665000	479311025	684277	ROGERS,DONINIC	25393	LAS PALOMAS DR	92557-7510	CHOCK GAILLANE E H	2326 BLUE HAVEN DR	ROWLAND	91748	191.76	19.18	37.97	248.90

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72820075009	479312055	684277	KEANE, ANNE	25416	LAS PALOMAS DR	92557-7511	HENNY MARY	25416 LAS PALOMAS DR	MORENO V	92557	255.29	25.53	50.55	331.36
31147875009	479311032	684277	LAMPE, RICHARD	25463	LAS PALOMAS DR	92557-7512	LAMPE RICHARD LEE	25463 LAS PALOMAS DR	MORENO V	92557	191.66	19.17	37.95	248.76
97640395005	479311034	684277	ARGUIJO, GLORIA	25483	LAS PALOMAS DR	92557-7512	ARGUIJO GLORIA J	25483 LAS PALOMAS DR	MORENO V	92557	255.29	25.53	50.55	331.36
91370315002	486386002	684277	HARRIS, FELICIA C	15595	LAS POSAS DR	92551-1987	HARRIS FELICIA C	15595 LOS POSAS DR	MORENO V	92551	510.80	51.08	101.14	663
31066765004	486372015	684277	SILVA, SANDY	15695	LAS POSAS DR	92551-1991	SILVA SANDY	15695 LAS POSAS DR	MORENO V	92551	255.29	25.53	50.55	331.36
31426375002	474110047	684277	CAPARELLO, LIVIO	11303	LASSELLE ST	92557-5819	CAPARELLI LIVIO FABIO	13023 GOLDFINCH	MORENO V	92553	255.40	25.54	50.57	331.50
98403633007	474110034	684277	ACOSTA, GERALDINE	11395	LASSELLE ST	92557-5819	ACOSTA GERALDINE	11395 LASSELLE ST	MORENO V	92557	255.29	25.53	50.55	331.36
51270285008	474343008	684277	PALMER JR, JOHN	11420	LASSELLE ST	92557-5818	PALMER JOHN	11420 LASSELLE ST	MORENO V	92555	332.40	33.24	65.82	431.44
31137315008	474200010	684277	VELSQUEZ, ANGEL	11545	LASSELLE ST	92557-5821	VELASQUEZ ANGEL	11545 LASSELLE ST	MORENO V	92557	255.29	25.53	50.55	331.36
31454865003	474200021	684277	MCGEE, CHARLES (RENT)	11565	LASSELLE ST	92557-5821	MAGEE MELANIE	11565 LASSELLE ST	MORENO V	92557	553.17	55.32	109.53	718
97184015004	474371012	684277	CASON, VIDELL	11820	LASSELLE ST	92557-6601	CASON VIDELL H	11858 ASLAN CT	MORENO V	92557	332.40	33.24	65.82	431.44
91308263002	474381011	684277	MUA, RICHARD P	11990	LASSELLE ST	92557-6603	MUA RICHARD P	11457 178TH ST	ARTESIA C	90701	332.40	33.24	65.82	431.44
31624965008	479435002	684277	CORTES, ERNESTO	12028	LASSELLE ST	92557-7701	CORTES ERNESTO	12028 LASSELLE ST	MORENO V	92557	584.14	58.41	115.66	758.20
31392615006	479432028	684277	MC KINNON, WILBERT	12115	LASSELLE ST	92557-7708	MCKINNON WILBERT LEE	12115 LASSALLE ST	MORENO V	92557	255.29	25.53	50.55	331.36
66269565004	487041001	684277	WYRICK, ANNIE	12140	LASSELLE ST	92557-7702	WYRICK ANNIE T	12140 LASSALLE ST	MORENO V	92555	255.29	25.53	50.55	331.36
66269445000	487040017	684277	THOMAS, DARRYL	12165	LASSELLE ST	92557-7703	THOMAS DARRYL W	12165 LASSELLE ST	MORENO V	92557	141.33	14.13	27.98	183.44
92800625002	487044008	684277	LOGAN, CYNTHIA (OWNR)	12243	LASSELLE ST	92557-7705	TAIT NANCY GAIL ESTATE OF	941 GRANT ST	CALIMESA	92320	255.40	25.54	50.57	331.50
88420315000	487044007	684277	LOPEZ, NANCY	12255	LASSELLE ST	92557-7705	LOPEZ MICHAEL J	12255 LASSELLE ST	MORENO V	92557	255.29	25.53	50.55	331.36
68640925009	487043009	684277	HILL, MICHAEL	12268	LASSELLE ST	92557-7704	HILL MICHAEL J	12268 LASSELLE ST	MORENO V	92557	332.40	33.24	65.82	431.44
94763695005	487044005	684277	THOMPSON, OTIS	12279	LASSELLE ST	92557-7705	MURO TONY	12279 LASSELLE ST	MORENO V	92557	255.29	25.53	50.55	331.36
95686925009	487044004	684277	VALENZUELA, ROSA (RENT)	12291	LASSELLE ST	92557-7705	MEJIA SUSANA	12332 WOODBRIAR DR	MORENO V	92555	147.40	14.74	29.19	191.32
64526495004	487050024	684277	RAPER, DOREEN (OWNR)	12339	LASSELLE ST	92557-7706	RAPER DOREEN ELIZABETH	12339 LASSELLE ST	MORENO V	92557	215.40	21.54	42.65	279.58
93190535006	487050023	684277	MOSLEY, FRANK (OWNR)	12351	LASSELLE ST	92557-7706	CORMIER GLORIA A	10843 MORNING RIDGE DR	MORENO V	92557	255.40	25.54	50.57	331.50
31324335008	479411001	684277	FLORES, ARMANDO	12549	LASSELLE ST	92553-4742	YEPES ELKIN	15810 E GALE AVE NO 273	HACIENDA	91745	361.02	36.102	71.48	468.6
95215655003	479544025	684277	DELGADILLO, LORRAINE A AND AL	12863	LASSELLE ST	92553-4728	DELGADILLO ALFRED	12863 LASSELLE ST	MORENO V	92553	206.45	20.65	40.88	267.96
73386855006	479553009	684277	PACE-SMITH, NYGELLE	12899	LASSELLE ST	92553-4728	LEDBETTER RAMON D	12899 LASSELLE ST	MORENO V	92553	255.18	25.518	50.53	331.22
91979983009	479553007	684277	ROSALES, WALTER (OWNR)	12923	LASSELLE ST	92553-4729	ROSALES WALTER	12923 LASSELLE ST	MORENO V	92553	191.77	19.18	37.97	248.90
86619243004	479553006	684277	WELCH, TAMELLE (RENT)	12935	LASSELLE ST	92553-4729	LAIRD BRIAN R	12935 LASSELLE ST	MORENO V	92553	208.84	20.884	41.35	271.06
94324035005	487270008	684277	RIOS, CYNTHIA	12950	LASSELLE ST	92553-1237	RIOS ROBERT R	12950 LASSELLE ST	MORENO V	92555	255.29	25.53	50.55	331.36
94945825001	479150031	684277	LA RUE, CATHERINE	13395	LASSELLE ST	92553-0800	LAROUE CATHERINE A	13395 LASSELLE ST	MORENO V	92553	403.20	40.32	79.83	523.34
94945825006	487043010	684277	FOX, ANGELA	12280	LASSELLE ST	92557-7704	ANTHONY & ANGELA FOX	#REF!	MORENO V	#REF!	326.89	32.689	64.72	424.3
93961745006	292126003	684277	HAMMTTON, KENNETH	12823	LATEEN DR	92553-5627	GUTIERREZ KENYA	12823 LATEEN DR	MORENO V	92553	255.29	25.53	50.55	331.36
74762625006	304213010	684277	TORRESCLEMENTE, LUIS	27409	LAUREL CT	92555-4940	TORRESCLEMENTE GUADALUPE	27409 LAUREL CT	MORENO V	92555	255.29	25.53	50.55	331.36
95456115007	304213008	684277	KNOX, SARAH	27429	LAUREL CT	92555-4940	KNOX SARAH	27429 LAUREL CT	MORENO V	92555	255.29	25.53	50.55	331.36
31114305009	474660004	684277	LOPEZ, SONIA (OWNR)	25708	LAURIE ST	92557-6626	LOPEZ SONIA JOSEFINA	25708 LAURIE ST	MORENO V	92557	43.92	4.39	8.70	57.00
97107065004	479062015	684277	ARCHIBEQUE, MARTHA	12727	LAURY LN	92553-4137	ARCHIBEQUE MARTHA E	12727 LAURY LN	MORENO V	92553	255.29	25.53	50.55	331.36
97615815009	482682047	684277	RAMOS, DANIEL (RENT)	14786	LAVENDER LN	92553-9411	SANCHEZ LEOPOLDO M	15760 OCANA CT	FONTANA	92337	341.39	34.14	67.60	443.12
31314315003	482682053	684277	SECHANG, VIVIAN (RENT)	14799	LAVENDER LN	92553-9411	SOUKSANTI SOURIYA	14799 LAVENDER LN	MORENO V	92553	255.40	25.54	50.57	331.50
31291175002	482682045	684277	MARTINEZ, ISRAEL (RENT)	14800	LAVENDER LN	92553-9430	ROMAN VALENTIN	14800 LAVENDER LN	MORENO V	92553	255.40	25.54	50.57	331.50
31155045007	482682056	684277	SALVATIERRA, MARIA(OWNR)	14829	LAVENDER LN	92553-9431	SALVATIERRA FERNANDO	14849 LAVENDER LN	MORENO V	92553	127.22	12.72	25.19	165.12
31630725006	482682061	684277	BABBITT, TISHA (OWNR)	14879	LAVENDER LN	92553-9413	BABBITT TISHA	14879 LAVENDER LN	MORENO V	92553	409.70	40.97	81.12	531.78
65051615007	482683012	684277	GRIFFIN, HAROLD	14880	LAVENDER LN	92553-9412	SCHMIDT CEOLA	14880 LAVENDER LN	MORENO V	92553	255.40	25.54	50.57	331.50
86723645000	482682062	684277	JOHNSON, CYTHNIA (RENT)	14889	LAVENDER LN	92553-9413	NGUYEN CHRISTINE	16226 SYCAMORE ST	FOUNTAIN	92708	128.03	12.80	25.35	166.18
31144285000	482683013	684277	MORALES, JOSE (OWNR)	14890	LAVENDER LN	92553-9412	GALVAN VIVIAN D	25406 ORCHID ST	MORENO V	92553	332.64	33.26	65.86	431.76
60626445007	482682063	684277	ALVAREZ, LAURA (OWNR)	14899	LAVENDER LN	92553-9413	ALVAREZ JOSE	21436 TENNYSON RD	MORENO V	92557	191.77	19.18	37.97	248.90
31471615008	482683014	684277	AREVALO, JOSE	14900	LAVENDER LN	92553-9433	AREVALO GABRIELA	14900 LAVENDER LN	MORENO V	92553	255.18	25.518	50.53	331.22
97046595003	482683016	684277	JAMIE, MIRTHA (OWNR)	14920	LAVENDER LN	92553-9415	JAIMES JORGE	14920 LAVENDER LN	MORENO V	92553	255.40	25.54	50.57	331.50
31595855003	482683017	684277	GARIBAY, ELIZABETH (OWNR)	14930	LAVENDER LN	92553-9415	GARIBAY ELIZABETH	14930 LAVENDER LN	MORENO V	92553	255.40	25.54	50.57	331.50
31430205000	485081004	684277	RIVERA, DALIA (RENT)	15104	LAVERDA LN	92551-4061	DIAZ GABRIEL	15101 LAVERDA LN	MORENO V	92551	127.26	12.726	25.20	165.18
31645045007	485081002	684277	VASQUEZ, GILBERT (RENT)	15128	LAVERDA LN	92551-4061	FUKUYAMA ETSURO	4214 W REGENT DR	SANTA AN	92704	255.40	25.54	50.57	331.50
31331505007	485091025	684277	MAHE, FILIPE (OWNR)	15152	LAVERDA LN	92551-4061	MAHE FILIPE	15152 LAVERDA LN	MORENO V	92551	255.40	25.54	50.57	331.50
31455605003	485091023	684277	LARA, DANIEL	15176	LAVERDA LN	92551-4099	SALDANA SABINO	16833 SPRING CANYON PL	RIVERSIDE	92503	224.28	22.43	44.41	291.10
94221615001	259260081	684277	ROY, RANDY	23340	LAWLESS RD	92557-3558	ROY RICHARD RANDALL	23390 LAWLESS RD	MORENO V	92557	255.40	25.54	50.57	331.50
92049233008	259520011	684277	RODRIGUEZ, LIDA	23409	LAWLESS RD	92557-3527	RODRIGUEZ RUBEN	23409 LAWLESS RD	MORENO V	92557	332.64	33.26	65.86	431.76
66148815008	264091001	684277	GROVER, JOYCE	11001	LE GRAND LN	92557-4959	GROVER JOYCE	11001 LE GRAND LN	MORENO V	92557	199.17	19.92	39.44	258.52
58050425008	264091004	684277	YZUETA, NADINE	11019	LE GRAND LN	92557-4959	CHAVEZ JOSE M	11019 LE GRAND LN	MORENO V	92557	191.22	19.12	37.86	248.20
31171325005	264091012	684277	MEJIA, ANGELA (OWNR)	11024	LE GRAND LN	92557-4959	VASQUEZ ANGELA ALMA MEJIA	11024 LE GRAND LN	MORENO V	92557	255.29	25.53	50.55	331.36
96620035004	264091009	684277	MILLER, GEORGE (RENT)	11060	LE GRAND LN	92557-4959	LEUNG JONATHAN S	273 STARBIRD DR	MONTERE	91755	104.30	10.43	20.65	135.38
93769635006	487280012	684277	GARMAN, MR AND MRS	26150	LE MANS DR	92555-2317	GARMON JOHN M	26150 LE MANS DR	MORENO V	92555	255.18	25.518	50.53	331.22
31461285008	487283017	684277	BERRY, SATRINA (OWNR)	26191	LE MANS DR	92555-2318	CHI CHEN CHENG	1568 DUNSWELL AVE	HACIENDA	91745	134.96	13.50	26.72	175.16
97323943003	487281016	684277	MALACHI, EVELYN	26210	LE MANS DR	92555-2319	MALACHI EVELYN	26210 LE MANS DR	MORENO V	92555	332.16	33.216	65.77	431.14
31557255009	487281009	684277	TUGGLE, ROBERT	26280	LE MANS DR	92555-2321	FUTUREWORLD INC	939 S ATLANTIC BLV NO 217	MONTERE	91754	255.40	25.54	50.57	331.50
92394933001	487290010	684277	CARBAJAL, CHRISTY	26310	LE MANS DR	92555-2350	CARBAJAL CHRISTINE	26310 LE MANS DR	MORENO V	92555	91.77	9.18	18.17	119.10
31220585005	487290009	684277	HOLT, SONJA AND ROBERT	26320	LE MANS DR	92555-2350	HOLT ROBERT E	26320 LE MANS DR	MORENO V	92555	255.29	25.53	50.55	331.36
97392533004	487074001	684277	PECADOR, MARISELA	26199	LEAFWOOD DR	92555-1864	BELTRAN LEONARDO	26199 LEAFWOOD DR	MORENO V	92555	255.29	25.53	50.55	331.36

95440025000	487074002	684277	MONTOYA, ELISA & RUDY (OWNR	26211	LEAFWOOD DR	92555-1864	MONTOYA RUDY	26211 LEAFWOOD DR	MORENO V	92555	251.21	25.12	49.74	326.06
97618175007	487074005	684277	BAKER, DONICKA (RENT)	26249	LEAFWOOD DR	92555-1864	NGUYEN TODD THUC	P O BOX 5166	IRVINE CA	92616	229.34	22.93	45.41	297.68
31128295001	481062019	684277	ORDORICA, GILDARDO	12210	LEAHY DR	92557-7316	ORDORICA GILDARDO	12210 LEAHY DR	MORENO V	92557	298.41	29.84	59.09	387.32
90979915005	481310005	684277	MATZ, LYNDA AND PETER	12324	LEAHY DR	92557-7319	MATZ PETER J	12324 LEAHY DR	MORENO V	92557	23.55	2.355	4.66	30.56
63785745005	479341009	684277	CHANDLER, EDWARD	25167	LEANN CT	92553-2328	CHANDLER EDWARD L	25167 LEANN CT	MORENO V	92553	255.18	25.518	50.53	331.22
31200515002	479341010	684277	WILLIAMS, DEBORAH (RENT)	25183	LEANN CT	92553-2328	MICHAEL RIMON	16668 WAR CLOUD DR	MORENO V	92551	200.61	20.06	39.72	260.38
67224885001	479341011	684277	SAAVEDRA, ALBERT	25197	LEANN CT	92553-2328	SAAVEDRA DARLENE A	25197 LEANN CT	MORENO V	92553	255.29	25.53	50.55	331.36
53535105000	479341022	684277	JOHNSON, LAQUITA	25198	LEANN CT	92553-2327	WOOD WILLIAM A	5520 SMOKEY MOUNTAIN WAY	YORBA LIN	92887	255.40	25.54	50.57	331.50
92417363009	479341021	684277	GREGG, CHARLES	25210	LEANN CT	92553-4172	BALVANEDA ORQUIDIA A	25210 LEANN CT	MORENO V	92553	255.29	25.53	50.55	331.36
31308155008	479341017	684277	MORENO, GILBERT	25250	LEANN CT	92553-4172	MORENO GILBERT N	25250 LEANN CT	MORENO V	92553	332.40	33.24	65.82	431.44
58492965008	481223005	684277	GOMEZ, CHRISTINA (RENT)	12820	LEE ST	92553-3723	VAZQUEZ MARIA ANGELES	12820 LEE ST	MORENO V	92553	255.40	25.54	50.57	331.50
31105525001	481222012	684277	RIOS, BETO	12823	LEE ST	92553-3722	ESPARZA SELENE	12823 LEE ST	MORENO V	92553	361.31	36.13	71.54	468.98
60053795000	481223008	684277	RODRIGUEZ, DENICE (RENT)	12860	LEE ST	92553-3723	LITTLE HATTIE SUE	12860 LEE ST	MORENO V	92553	130.40	13.04	25.82	169.24
90742005008	304520032	684277	DEVICENTE, AMPARO	15240	LEGENDARY DR	92555-5800	DEVICENTE AMPARO X	15240 LEGENDARY DR	MORENO V	92555	95.29	9.529	18.87	123.68
97072845007	304520026	684277	BARNES, ENID	15300	LEGENDARY DR	92555-5845	FRATER MARCIA M	15300 LEGENDARY DR	MORENO V	92555	139.88	13.99	27.70	181.56
65794585008	304521012	684277	WALKER, GRADY AND LINDA	15315	LEGENDARY DR	92555-5846	GUMMADI SUDHAKAR	118 CAPEBERRY	IRVINE CA	92603	63.96	6.40	12.66	83.02
1.01881E+11	304520024	684277	FINNEY, LAMONTE (RENT)	15320	LEGENDARY DR	92555-5845	MAN RYAN S	6119 ANDY ST	LAKEWOO	90713	255.40	25.54	50.57	331.50
61033175001	304520017	684277	CARTER, KAREN (OWNR)	15390	LEGENDARY DR	92555-5845	CARTER KAREN	15390 LEGENDARY DR	MORENO V	92555	352.88	35.29	69.87	458.02
97072855004	304520014	684277	QUEZADA, DEBORAH	15420	LEGENDARY DR	92555-5851	QUEZADA MANUEL P	15420 LEGENDARY DR	MORENO V	92555	279.91	27.991	55.42	363.32
62366485009	304520002	684277	PHILLIPS, PATRICIA	15455	LEGENDARY DR	92555-5852	BARNES MILTON	15455 LEGENDARY DR	MORENO V	92555	255.29	25.53	50.55	331.36
71127285006	304520009	684277	SLOWINSKI, MICHAEL	15470	LEGENDARY DR	92555-5851	SLOWINSKI MICHAEL J	15470 LEGENDARY DR	MORENO V	92555	303.34	30.33	60.06	393.72
81927995008	479433001	684277	CALLENDER, JAMES AND ALMINA	12100	LEIF ERICSON DR	92557-7721	CALLENDER JAMES G	12100 LEIF ERICSON DR	MORENO V	92557	178.90	17.89	35.42	232.20
57022745001	487010002	684277	LEE, DAMON (OWNR)	12109	LEIF ERICSON DR	92557-7722	LEE DAMON	12109 LEIF ERICSON DR	MORENO V	92557	255.40	25.54	50.57	331.50
92619413000	487013006	684277	HILDEBRAND, JOHN (OWNR)	12166	LEIF ERICSON DR	92557-7721	HILDEBRAND JOHN ALAN	12166 LEIF ERICSON DR	MORENO V	92557	255.40	25.54	50.57	331.50
89593363002	475181033	684277	WHITSETT, MICHAEL AND PATRIC	11561	LEISURE WAY	92557-5523	WHITSETT MICHAEL C	11561 LEISURE WAY	MORENO V	92557	255.29	25.53	50.55	331.36
93228143006	475181032	684277	LEYVA, YOLANDA (OWNER)	11573	LEISURE WAY	92557-5523	LOPEZ ANGEL LEYVA	11573 LEISURE WAY	MORENO V	92557	255.40	25.54	50.57	331.50
31527275008	475181017	684277	PETORELLA, JOSEPH E (RENT)	11598	LEISURE WAY	92557-5522	MCGEORGE DARREN S	6560 CALLE DEL NORTE	ANAHEIM	92807	255.29	25.53	50.55	331.36
31377645001	296024004	684277	RHODES, SERENE	23190	LENA ST	92553-5972	RHODES DORAN L	23190 LENA ST	MORENO V	92553	255.29	25.53	50.55	331.36
72565175009	296025005	684277	LEDESMA, MANUEL AND ARACELI	23191	LENA ST	92553-5974	LEDESMA MANUEL R	23191 LENA ST	MORENO V	92553	50.29	5.03	9.96	65.26
31082695006	296045001	684277	LUA, ELISEO	23262	LENA ST	92553-5946	PACHECO ELISEO LUA	15755 MESA VERDE DR	MORENO V	92555	284.20	28.42	56.27	368.88
31561985008	296045003	684277	SODKOMKUM, TERESA	23288	LENA ST	92553-5946	SODKOMKUM TERESA K	23288 LENA ST	MORENO V	92553	98.14	9.81	19.43	127.38
31149835004	296041017	684277	CRUZ, JOSE (RENT)	23311	LENA ST	92553-5904	TRP FUND I	180 NEWPORT CENTER 230	NEWPORT	92660	255.18	25.518	50.53	331.22
96795675009	296041018	684277	ADAMS, MARIO (OWNR)	23321	LENA ST	92553-5904	ADAMS MARIO CORIE	1485 INDIAN HILL BLV	POMONA	91767	522.33	52.23	103.42	677.98
89613373006	482162017	684277	LASSO, SILVIA	13470	LEOTA CT	92553-3840	LASSO RENE A	13470 LEOTA CT	MORENO V	92553	63.96	6.40	12.66	83.02
48524925000	487442009	684277	JOSEPH, DESIREE (RENT)	13340	LETTERMAN ST	92555-3714	LI LIANG TAC	665 GRANDRIDGE AVE	MONTERE	91754	263.19	26.32	52.11	341.62
60137945000	487440006	684277	CARREON, CHRISTINE	13417	LETTERMAN ST	92555-3712	CARREON CHRISTINE M	13417 LETTERMAN ST	MORENO V	92555	255.40	25.54	50.57	331.50
90247033002	487442003	684277	ABUFAR, ASHRAF	13424	LETTERMAN ST	92555-3713	ABUFARHA WAFA	13424 LETTERMAN ST	MORENO V	92555	255.40	25.54	50.57	331.50
96761485001	487440003	684277	ALVAREZ, PATRICIA	13459	LETTERMAN ST	92555-3712	GUTIERREZ JUAN	13459 LETTERMAN ST	MORENO V	92555	255.29	25.53	50.55	331.36
87335655009	478380005	684277	WASHINGTON, CAROLYN	28845	LEXINGTON WAY	92555-8403	WASHINGTON ERIC B	27217 ARLA ST	MORENO V	92555	51.06	5.106	10.11	66.26
31655085007	478370003	684277	NAVARRO, OSCAR	28917	LEXINGTON WAY	92555-8403	NAVARRO OSCAR E	28917 LEXINGTON WAY	MORENO V	92555	191.66	19.17	37.95	248.76
74461075000	312181020	684277	PINON, JERRY	16778	LIATRIS LN	92551-2582	PINON JERRY	16778 LIATRIS LN	MORENO V	92551	409.51	40.95	81.08	531.54
31546645001	312181021	684277	HUGHES, NATHANIEL	16792	LIATRIS LN	92551-2582	AYASS WALID S	67170 PASA TIEMPO DR	DESERT HC	92240	255.40	25.54	50.57	331.50
31653765009	256191054	684277	GARCIA, JUANA (RENT)	21275	LILIUM CT	92557-8617	MCCROSKEY PAULA TRUSSELL	21275 LILIUM CT	MORENO V	92557	255.40	25.54	50.57	331.50
31520455005	256191052	684277	RODRIQUEZ, JOSEPH (RENT)	21295	LILIUM CT	92557-8617	LAU PAUL KEI CHUN	21295 LILIUM CT	MORENO V	92557	190.40	19.04	37.70	247.12
31219085002	256191037	684277	JOHNSON, THOMAS	21396	LILIUM CT	92557-8620	JOHNSON THOMAS LEE	21396 LILIUM CT	MORENO V	92557	332.40	33.24	65.82	431.44
31330865003	474171002	684277	FRANCO, HERI (OWNR)	25660	LILY CT	92557-5831	GONZALEZ RAMIRO E	25660 LILY CT	MORENO V	92557	155.63	15.56	30.81	202.00
31220705000	482561004	684277	CANO, JIMMY AND LUZ B	24201	LINNEA CT	92553-3595	LAUGHLIN SHARON M	24201 LINNEA CT	MORENO V	92553	255.40	25.54	50.57	331.50
97001515005	482561006	684277	MOSLEY, AYESHA (OWNR)	24225	LINNEA CT	92553-3595	MOSLEY DEVANCE T	24225 LINNEA CT	MORENO V	92553	342.66	34.27	67.85	444.76
97033215001	482461028	684277	ROGERS, EDITH (RENT)	14149	LINNETT DR	92553-5701	ROGERS EDITH MAE	P O BOX 7892	MORENO V	92552	332.40	33.24	65.82	431.44
95050475002	482462007	684277	GUARDADO, RAY	14158	LINNETT DR	92553-3962	GUARDADO RAYMOND L	P O BOX 7883	MORENO V	92552	255.29	25.53	50.55	331.36
53028955007	482462006	684277	CONTRERAS, ARCELIA (OWNR)	14174	LINNETT DR	92553-3962	CONTRERAS FREDY	14174 LINNETT DR	MORENO V	92553	255.40	25.54	50.57	331.50
53326025001	482462005	684277	JIMENEZ, IVAN (RENT)	14188	LINNETT DR	92553-3962	VEGA ALFREDO	14188 LINNETT DR	MORENO V	92553	326.68	32.67	64.68	424.02
31225515009	485192003	684277	ESPITIA, GONZALO AND MARIA	24434	LIOLIOS WAY	92551-6906	ESPITIA GONZALO	24434 LIOLIOS WAY	MORENO V	92551	255.29	25.53	50.55	331.36
94037195009	485191004	684277	SALLEY, SHAWNA (RENT)	24473	LIOLIOS WAY	92551-6907	SWENSON RANDAL OLIVER	1050 S ROAD RUNNER RD	ANAHEIM	92807	20.63	2.063	4.08	26.76
65034995003	485192010	684277	MARTINEZ,JOSE AND CARMEN(OV	24490	LIOLIOS WAY	92551-6906	MARTINEZ JOSE GUADALUPE	24490 LIOLIOS WAY	MORENO V	92551	255.40	25.54	50.57	331.50
31537835000	485195008	684277	COSGROVE, TERRI	15641	LIPARI DR	92551-6908	COSGROVE TERRI E	15641 LIPARI DR	MORENO V	92551	332.40	33.24	65.82	431.44
31656355008	485195005	684277	EMBRY, JONATHON (RENT)	15665	LIPARI DR	92551-6908	PADILLA MAURICIO	15665 LIPARI DR	MORENO V	92551	100.52	10.05	19.90	130.46
31307755004	485195002	684277	MERCADO, VICTOR AND MARIA	15689	LIPARI DR	92551-6908	MERCADO VICTOR M	15689 LIPARI DR	MORENO V	92551	255.29	25.53	50.55	331.36
95901175009	485195041	684277	GONDEK, DONNA	15713	LIPARI DR	92551-6955	STAPLES DONNA	15713 LIPARI DR	MORENO V	92551	255.29	25.53	50.55	331.36
31300325000	264282011	684277	HERNANDEZ, SARAH	11768	LIVERPOOL LN	92557-6130	HERNANDEZ SARA LINDA	11768 LIVERPOOL LN	MORENO V	92557	255.18	25.518	50.53	331.22
31483135004	264282012	684277	BETHEL, APRIL	11776	LIVERPOOL LN	92557-6130	BENITEZ GENER	11776 LIVERPOOL LN	MORENO V	92557	255.18	25.518	50.53	331.22
92761563008	264282006	684277	BAIN, TRACY	11785	LIVERPOOL LN	92557-6131	BAIN TRACY	11785 LIVERPOOL LN	MORENO V	92557	191.77	19.18	37.97	248.90
73085055002	264282014	684277	TRUMBO, JENNIE (OWNR)	11794	LIVERPOOL LN	92557-6132	TRUMBO JENNIE RAE M	11794 LIVERPOOL LN	MORENO V	92557	75.40	7.54	14.93	97.86
31573995001	264282005	684277	LOPEZ, MARIA	11795	LIVERPOOL LN	92557-6131	FLETES MARIA E	11795 LIVERPOOL LN	MORENO V	92557	189.10	18.91	37.44	245.44
31285825008	264282004	684277	ANDRADE, IVAN	11805	LIVERPOOL LN	92557-6131	ANDRADE IVAN	11805 LIVERPOOL LN	MORENO V	92557	55.29	5.529	10.95	71.76

49466305003	264282003	684277	BROOKS, WALTER	11813	LIVERPOOL LN	92557-6131	AGENCY PUBLICATION & INFO CLEARIN	11813 LIVERPOOL LN	MORENO V	92557	255.29	25.53	50.55	331.36
31621495003	264282018	684277	FLORES, RICHARD	11830	LIVERPOOL LN	92557-6132	FLORES RICHARD	11830 LIVERPOOL LN	MORENO V	92557	255.29	25.53	50.55	331.36
31633585009	264282001	684277	CUELLAR, RITA	11831	LIVERPOOL LN	92557-6131	HERNANDEZ ORLANDO J	11831 LIVERPOOL LN	MORENO V	92557	255.29	25.53	50.55	331.36
87574405006	264282020	684277	WEST, REINA (RENT)	11848	LIVERPOOL LN	92557-6132	RAMOS GREGORY C	15586 GUAJOME RD	MORENO V	92551	188.52	18.85	37.33	244.68
69497835002	264282024	684277	RAMIREZ, CARLOS	11884	LIVERPOOL LN	92557-6170	RAMIREZ CARLOS	11884 LIVERPOOL LN	MORENO V	92557	255.29	25.53	50.55	331.36
95700503006	264282032	684277	GARCIA, FLOR (OWNR)	11956	LIVERPOOL LN	92557-6134	GARCIA FLOR AMERICA	11956 LIVERPOOL LN	MORENO V	92557	255.40	25.54	50.57	331.50
69519565009	473241005	684277	WELCH, CHARLES	28095	LOCUST AVE	92555-5228	WELCH CHARLES	28095 LOCUST AVE	MORENO V	92555	63.96	6.40	12.66	83.02
85479795008	473241006	684277	BARRAGAN, JESSICA (RENT)	28115	LOCUST AVE	92555-5228	GIL JUAN F	28115 LOCUST AVE	MORENO V	92555	332.64	33.26	65.86	431.76
81507505001	473180039	684277	DELGADO, JUAN AND KAREN	28125	LOCUST AVE	92555-5263	DELGADO AGUSTIN	28125 LOCUST AVE	MORENO V	92555	191.77	19.18	37.97	248.90
95213175009	473180041	684277	MC KEE, TOM	28155	LOCUST AVE	92555-5263	MCKEE TOM E	28155 LOCUST AVE	MORENO V	92555	318.62	31.86	63.09	413.56
93071183001	473250036	684277	NELSON, TERRY AND REBECCA	28230	LOCUST AVE	92555-5264	NELSON TERRY	28230 LOCUST AVE	MORENO V	92555	255.29	25.53	50.55	331.36
96854375007	473250046	684277	SALVADOR, LEN (OWNR)	28360	LOCUST AVE	92555-5288	SALVADOR ELENUEL Q	28360 LOCUST AVE	MORENO V	92553	249.72	24.97	49.44	324.12
92648425007	473250020	684277	HARRINGTON, FRANK	28400	LOCUST AVE	92555-5229	HARRINGTON FRANK A	28400 LOCUST AVE	MORENO V	92555	332.64	33.26	65.86	431.76
31504955004	312094038	684277	DOWNER, ROBERT	25183	LOGAN BERRY CT	92551-1100	ESQUIBEL LUIS	4335 N PECK RD	EL MONTE	91732	255.29	25.53	50.55	331.36
93757175007	312094036	684277	JOHNSON, LINDA AND GREGORY	25195	LOGAN BERRY CT	92551-1100	JOHNSON GREGORY M	25196 LOGAN BERRY CT	MORENO V	92551	255.29	25.53	50.55	331.36
96882455001	312094035	684277	MONTANEZ, JAZMIN (RENT)	25201	LOGAN BERRY CT	92551-9299	MARTINEZ MAURICIO	25201 LOGAN BERRY CT	MORENO V	92551	255.40	25.54	50.57	331.50
94036765001	479501035	684277	MC CRUTER, GARY AND BELINDA	25419	LONE MESA TRL	92557-7538	MCCRUTER GARY A	13876 SIERRA MESA CIR NO 2	MORENO V	92553	255.29	25.53	50.55	331.36
93228815005	479501030	684277	THOMAS, MISHON (RENT)	25479	LONE MESA TRL	92557-7538	BAYLARK HARRIS LUCY M	25467 LONE MESA TR	MORENO V	92557	329.34	32.93	65.21	427.48
31345445000	260212041	684277	JACKSON, ANDRE AND SHEILA (OV	23848	LONE PINE DR	92557-2947	JACKSON ANDRE	23848 LONE PINE DR	MORENO V	92557	289.81	28.98	57.38	376.16
66313655001	260212042	684277	SCOTT, ROZZARIO (RENT)	23858	LONE PINE DR	92557-2947	HUANG LI	4136 LAKE HARBOR LN	WESTLAKE	91361	204.18	20.42	40.43	265.02
94975765000	260221001	684277	CAMACHO, BERNARDO (RENT)	23878	LONE PINE DR	92557-2960	NEGRON HIRAM	23878 LONE PINE DR	MORENO V	92557	255.40	25.54	50.57	331.50
95068325006	260222013	684277	MCMILLAN, VALERIE (RENT)	23915	LONE PINE DR	92557-2961	SJOGREN STEPHEN R	8600 W CHARLESTON BLVD APT	LAS VEGAS	89117	255.40	25.54	50.57	331.50
87086733002	260221006	684277	FERNANDEZ, MARGARITA(OWNR)	23928	LONE PINE DR	92557-2962	FERNANDEZ ADAM P	23928 LONE PINE DR	MORENO V	92557	332.64	33.26	65.86	431.76
31527285006	260221010	684277	ARCEA, NORMA (OWNR)	23968	LONE PINE DR	92557-2964	ARCEO NORMA	23968 LONE PINE DR	MORENO V	92557	255.29	25.53	50.55	331.36
58503415008	260221018	684277	ROCIO, CHARLES AND CHERYL	23981	LONE PINE DR	92557-2964	ROCIO CHARLES	23981 LONE PINE DR	MORENO V	92557	255.29	25.53	50.55	331.36
31574245007	260221017	684277	LOGAN, ANTHONY	23991	LONE PINE DR	92557-2964	SMITH NANCIE L	23991 LONE PINE DR	MORENO V	92557	332.40	33.24	65.82	431.44
97536055006	260221014	684277	SIMMS, WILLETTA	24010	LONE PINE DR	92557-2964	SIMMS WILLETTA E	24010 LONE PINE DR	MORENO V	92557	255.18	25.518	50.53	331.22
31488905001	264052002	684277	RODRIGUEZ, RUBEN	11028	LONE STAR RD	92557-4801	RODRIGUEZ SENORINA	11028 LONE STAR RD	MORENO V	92557	255.18	25.518	50.53	331.22
53880245001	304512016	684277	MORSE, JENNIFER	27632	LONGMEADOW CT	92555-5832	MORSE ROBERT C	27632 LONGMEADOW CT	MORENO V	92555	255.40	25.54	50.57	331.50
31247085003	304512018	684277	DURAZO, JULIE	27656	LONGMEADOW CT	92555-5832	DURAZO FRANCISCO CARO	27656 LONGMEADOW CT	MORENO V	92555	255.40	25.54	50.57	331.50
61452425001	304512025	684277	MEDINA, JORGE	27669	LONGMEADOW CT	92555-5832	MEDINA MIGUEL	27669 LONGMEADOW CT	MORENO V	92555	255.40	25.54	50.57	331.50
90452105003	304512021	684277	LAMBAREN, JESUS	27692	LONGMEADOW CT	92555-5832	LAMBAREN JESUS LARA	27692 LONGMEADOW CT	MORENO V	92555	409.51	40.95	81.08	531.54
74673225009	292160014	684277	MENDEZ, YVONNE (RENT)	12425	LORAINE TER	92553-3012	BLAS ESMERALDA ELIZABETH	12425 LORAINE TER	MORENO V	92553	69.18	6.918	13.70	89.78
51485335002	292160012	684277	MARSHALL, DAVID	12449	LORAINE TER	92553-3012	MARSHALL DAVID KARL	12449 LORAINE TER	MORENO V	92553	255.29	25.53	50.55	331.36
94953425009	479321030	684277	MONGE, KATHY	25513	LOREN WAY	92553-4833	MONGE RAFAEL	25513 LOREN WAY	MORENO V	92553	332.40	33.24	65.82	431.44
31451955008	479321033	684277	TOBIAS, GREG (RENT)	25514	LOREN WAY	92553-4833	HOUSEHOLDER RONALD E	12744 CASTLEFORD LN	CERRITOS	90701	121.04	12.10	23.97	157.10
31261725000	479321036	684277	GIBBS JR, JOHN	25546	LOREN WAY	92553-4833	GIBBS JOHN	25546 LOREN WAY	MORENO V	92553	255.29	25.53	50.55	331.36
31390295007	479661014	684277	JONES, ELAINE AND ERICK	12077	LOREZ DR	92557-7440	JONES ELAINE	12077 LOREZ DR	MORENO V	92557	255.29	25.53	50.55	331.36
92421015005	479661011	684277	HORSLEY, DOROTHY	12113	LOREZ DR	92557-7436	CUBIAS NELSON ALEXANDER	12113 LOREZ DR	MORENO V	92553	357.40	35.74	70.77	463.90
95931545009	479661003	684277	NUNEZ, SALVADOR	12209	LOREZ DR	92557-7408	NUNEZ SALVADOR	12209 LOREZ DR	MORENO V	92557	255.40	25.54	50.57	331.50
90313875005	479661002	684277	MARTINEZ, ROLANDO	12221	LOREZ DR	92557-7408	NAJARRO CISELA	12777 LATEEN DR	MORENO V	92553	255.29	25.53	50.55	331.36
94787075004	479302011	684277	VELAQUEZ, DAENA (RENT)	12255	LOREZ DR	92557-7428	YI QINGJIAO	21255 RUNNING BRANCH RD	DIAMOND	91765	65.44	6.54	12.96	84.94
59073005007	479302010	684277	RIVERA, LESSER (RENT)	12271	LOREZ DR	92557-7428	CASTRO GUDELIO	12271 LOREZ DR	MORENO V	92557	255.40	25.54	50.57	331.50
95481355004	479302003	684277	RAMIREZ, JAIME	12371	LOREZ DR	92557-7409	RAMIREZ JAIME	12371 LOREZ DR	MORENO V	92557	255.29	25.53	50.55	331.36
31134985004	482591013	684277	KITTOK, MARY JO	24794	LORNA DR	92553-5881	KITTOK MARY JO	24794 LORNA DR	MORENO V	92553	255.29	25.53	50.55	331.36
62239265004	482593015	684277	SANCHEZ, LUCY	24845	LORNA DR	92553-5871	MAGALLON MARCO A	24845 LORNA DR	MORENO V	92553	255.40	25.54	50.57	331.50
57372065002	482593016	684277	BARBOSA, VICTOR (OWNR)	24849	LORNA DR	92553-5871	BARBOSA VICTOR	8214 LAVENDER LN	RIVERSIDE	92508	289.81	28.98	57.38	376.16
88771435001	482592017	684277	BEVERLY, VANESSA	24883	LORNA DR	92553-5884	LOPEZ JUAN SOTO	24883 LORNA DR	MORENO V	92553	255.29	25.53	50.55	331.36
97970795002	478381003	684277	MCGEE, ANTHONY	13325	LOS ALAMITOS CT	92555-8406	MCGEE ANTHONY JEROME	13325 LOS ALAMITOS CT	MORENO V	92555	255.29	25.53	50.55	331.36
80970585005	486401005	684277	PETHAK, ANSHI	25517	LOS CABOS DR	92551-1911	PATHAK ABHIMANYU	25517 LOS CABOS DR	MORENO V	92551	312.90	31.29	61.95	406.14
93106665004	486401003	684277	SANDOVAL, AMBROSIO	25536	LOS CABOS DR	92551-1911	SANDOVAL AMBROSIO	25536 LOS CABOS DR	MORENO V	92551	246.92	24.69	48.89	320.50
97216665007	486401009	684277	PEER, RUEBEN	25559	LOS CABOS DR	92551-1911	HAWKINS JAY	25559 LOS CABOS DR	MORENO V	92551	255.29	25.53	50.55	331.36
61296515003	486401015	684277	HURD, FREDDIE	25619	LOS CABOS DR	92551-1951	HURD FREDDIE M	25619 LOS CABOS DR	MORENO V	92551	332.40	33.24	65.82	431.44
91387615003	486392002	684277	RAMOS, LISA (RENT)	25659	LOS CABOS DR	92551-1952	HE SHIKUN	25659 LOS CABOS DR	MORENO V	92551	108.01	10.80	21.39	140.18
94810945002	486392009	684277	HOLLEMAN, FATIN	25723	LOS CABOS DR	92551-1913	HOLLEMAN FATIN	25723 LOS CABOS DR	MORENO V	92551	255.40	25.54	50.57	331.50
66526615007	486141005	684277	GUTIERREZ, JOSE LUIS	15322	LOS ESTADOS ST	92551-7050	GUTIERREZ JOSE LUIS	15322 LOS ESTADOS ST	MORENO V	92551	246.92	24.69	48.89	320.50
51571275001	482512006	684277	ROQUE, IRENE	24165	LOVE CT	92553-3509	ROQUE RAMON	24165 LOVE CT	MORENO V	92553	89.73	8.97	17.77	116.46
94011745009	482512002	684277	THEDFORD, KEICHEL & ALFONSO	24194	LOVE CT	92553-3509	THEDFORD PEELE MARILYN	24194 LOVE CT	MORENO V	92553	91.66	9.17	18.15	118.96
31354045006	486374029	684277	JOSEPH, CANDEE (RENT)	15570	LUCIA LN	92551-2905	KAHLON KULDEEP	15570 LUCIA LN	MORENO V	92551	332.64	33.26	65.86	431.76
31368495001	486373017	684277	GAO, PENG	15665	LUCIA LN	92551-2902	DILTER KAREN	15665 LUCIA LN	MORENO V	92551	332.40	33.24	65.82	431.44
31475555001	486373018	684277	BELL, LAURA	15675	LUCIA LN	92551-2902	BELL LAURA M	15675 LUCIA LN	MORENO V	92551	332.64	33.26	65.86	431.76
92859485007	482141014	684277	MEDINA, GUADALUPE AND MARIS	24800	LUKEWOOD PL	92553-3842	MARTINEZ JESUS MEDINA	24800 LUKEWOOD PL	MORENO V	92553	255.29	25.53	50.55	331.36
31177085002	482141013	684277	JIMENEZ, ADAN	24814	LUKEWOOD PL	92553-3842	JIMENEZ ADAN F	24814 LUKEWOOD PL	MORENO V	92553	255.29	25.53	50.55	331.36
54239975005	482141010	684277	DIDION, PAMELA J (OWNR)	24856	LUKEWOOD PL	92553-3842	DIDION PAMELA J	24856 LUKEWOOD PL	MORENO V	92553	246.84	24.68	48.87	320.38
31328925005	312182017	684277	WILEY, VELLAS (RENT)	25465	LUPINE LN	92551-2560	ROSECOMP	1999 HARRISON ST 22ND FL	OAKLAND	94612	69.05	6.905	13.67	89.62

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31279875000	312201008	684277	ARMSTRONG, JEAN	25534	LURIN AVE	92551-4109	ARMSTRONG JEAN	335 WINDY LN	VISTA CA	92083	191.66	19.17	37.95	248.76
31080385005	482600044	684277	DUBOIS, TERESA	13274	LUTON CT	92553-6220	AVILEZ DORLA R	3034 WELLINGTON RD	LOS ANGEL	90016	262.88	26.29	52.05	341.20
31266005000	482600041	684277	RODRIGUEZ, ROSA (RENT)	13303	LUTON CT	92553-6233	EOS ENTERPRISES	401 COLUMBUS CIR	CORONA D	92625	74.43	7.44	14.74	96.60
31348165002	312313026	684277	MURGA, DENIA	25298	MACKENZIE CT	92551-2428	TORREZ JENNY PAZ	25298 MACKENZIE CT	MORENO V	92551	255.29	25.53	50.55	331.36
70406615006	312313028	684277	WOODS, ROMNEY (OWNR)	25322	MACKENZIE CT	92551-2428	WOODS ELEANORA C	25322 MACKENZIE CT	MORENO V	92551	255.40	25.54	50.57	331.50
48389765001	475261030	684277	ROCHA, MARIA	24097	MADOLE DR	92557-6341	ROCHA JOSE L	24097 MADOLE DR	MORENO V	92557	30.30	3.03	6.00	39.32
86297883004	475261028	684277	GAU, RONALD (RENT)	24127	MADOLE DR	92557-6343	KNOX MICHAEL D	24127 MADOLE DR	MORENO V	92557	127.81	12.78	25.31	165.88
64428845000	475263027	684277	BUTLER, JAMES	24196	MADOLE DR	92557-6344	BUTLER JAMES	24196 MADOLE DR	MORENO V	92557	80.29	8.03	15.90	104.20
31123065000	475263028	684277	GARCIA, LIZETTE	24210	MADOLE DR	92557-6363	GARCIA KIMBERLY	24210 MADOLE DR	MORENO V	92557	255.29	25.53	50.55	331.36
31440125006	484291014	684277	MURPHY, CHRISTOPHER	14807	MAGELLAN DR	92553-5053	MURPHY CHRISTOPHER L	14807 MAGELLAN DR	MORENO V	92553	255.29	25.53	50.55	331.36
83701785009	484281004	684277	MARTINEZ, LETICIA	14932	MAGELLAN DR	92553-5038	ZENDEJAS MARTINEZ SAMUEL	14932 MAGELLAN DR	MORENO V	92553	189.31	18.93	37.48	245.72
31545335008	484281003	684277	FOUSE, LEANN (RENT)	14946	MAGELLAN DR	92553-5038	CEBALLOS DAVID	14946 MAGELLAN DR	MORENO V	92553	133.10	13.31	26.35	172.76
94484025009	312290023	684277	COLEMAN, FIENNICE	25950	MAGNIFICA CT	92551-6319	HERNANDEZ CANDELARIA E	P O BOX 3373	MISSION V	92690	255.29	25.53	50.55	331.36
97082055001	312182020	684277	VINES, NAKIYA AND KEVIN	16888	MAILE LN	92551-2581	VINES KEVIN RAY	16888 MAILE LN	MORENO V	92551	332.16	33.216	65.77	431.14
1.01896E+11	312162011	684277	FRANCO, ESTHER (RENT)	16691	MAJESTIC PRINCE WAY	92551-2597	EURO CHINA	24941 STONEGATE LN	LAGUNA N	92677	130.95	13.10	25.93	169.96
75005335000	312162006	684277	ARREDONDO, DIANA	16741	MAJESTIC PRINCE WAY	92551-2514	ARREDONDO ESTEBAN	16741 MAJESTIC PRINCE WAY	MORENO V	92551	255.18	25.518	50.53	331.22
31552425005	312164021	684277	HERNANDEZ, JAIME (RENT)	16772	MAJESTIC PRINCE WAY	92551-2516	TRUONG HAO TRUNG	10864 EL CENTRO	FOUNTAIN	92708	332.64	33.26	65.86	431.76
88067203002	291522033	684277	BIRTS, CYNTHIA (RENT)	13170	MALIBU CT	92553-7885	FEDERAL NATL MORTGAGE ASSN	1800 TAPO CANYON SV2202	SIMI VALLE	93063	118.08	11.81	23.38	153.26
31267475009	291522024	684277	GREEN, JANELLA (RENT)	13171	MALIBU CT	92553-7885	COLLINS CARROLL	389 MESA VERDE PK	BEAUMON	92223	255.40	25.54	50.57	331.50
94457455004	260303009	684277	PIERRE , JACQUELINE R	10022	MALLOW DR	92557-2827	PIERRE JACQUELINE R	10022 MALLOW DR	MORENO V	92557	154.54	15.45	30.60	200.58
31134165006	260303013	684277	HERNANDEZ, ANGELINA	10062	MALLOW DR	92557-2827	HERNANDEZ ANGELINA	10062 MALLOW DR	MORENO V	92557	255.29	25.53	50.55	331.36
31361715000	260303015	684277	CHENG, DALTON	10109	MALLOW DR	92557-2830	CHENG DALTON	10109 MALLOW DR	MORENO V	92557	255.40	25.54	50.57	331.50
31601865007	260303020	684277	AMEZQUITA, FERMAN	10126	MALLOW DR	92557-2829	AMEZQUITA FERMIN	10126 MALLOW DR	MORENO V	92557	255.29	25.53	50.55	331.36
66737985002	478131029	684277	NEESE, DWAYNE	28947	MALTBY AVE	92555-6905	NEESE DUANE	28947 MALTBY AVE	MORENO V	92555	255.29	25.53	50.55	331.36
95524335006	478431017	684277	SCOTT, BRADLEY	29040	MALTBY AVE	92555-7219	SCOTT BRADLEY	29040 MALTBY AVE	MORENO V	92555	187.25	18.73	37.08	243.04
31051095007	478431014	684277	KILO, NOEL R	29148	MALTBY AVE	92555-7224	KILO NOEL	29148 MALTBY AVE	MORENO V	92555	255.29	25.53	50.55	331.36
83675795003	478420016	684277	CERDA, SUZANNA	29177	MALTBY AVE	92555-7226	CERDA SUSANA	29177 MALTBY AVE	MORENO V	92555	255.40	25.54	50.57	331.50
31283455000	478431020	684277	SAILER, SHEVONE	29230	MALTBY AVE	92555-7225	SAILER BRIANT WILLIAM	29230 MALTBY AVE	MORENO V	92555	100.00	10.00	19.80	129.80
97284905005	478420012	684277	CORTEZ, ALICIA	29233	MALTBY AVE	92555-7227	CORTEZ ALICIA	29233 MALTBY AVE	MORENO V	92555	191.66	19.17	37.95	248.76
62763975004	479653002	684277	LOGAN, RYAN (RENT)	13760	MANGOWOOD DR	92553-4828	LOGAN RONALD	13760 MANGOWOOD DR	MORENO V	92553	255.40	25.54	50.57	331.50
31058955001	479651031	684277	OCAMPO, ADRIAN (OWNR)	13795	MANGOWOOD DR	92553-4850	OCAMPO ADRIAN	13795 MANGOWOOD DR	MORENO V	92553	255.40	25.54	50.57	331.50
31364695008	479652022	684277	DAYTON, JESSICA (RENT)	13855	MANGOWOOD DR	92553-4868	ELIZALDE REY DAVID	13855 MANGOWOOD DR	MORENO V	92553	204.56	20.456	40.50	265.5
96696435000	264321010	684277	CARDENAS-HUERTA, AURORA	23037	MANSFIELD LN	92557-6163	HUERTA JAVIER	23037 MANSFIELD LN	MORENO V	92557	255.40	25.54	50.57	331.50
31297135008	264323004	684277	VELIS, JENNIFER	23107	MANSFIELD LN	92557-6148	ZAMORA ANDRES	23107 MANSFIELD LN	MORENO V	92557	255.29	25.53	50.55	331.36
71523265000	264323013	684277	COMMINEY, TAFVOLAUN	23195	MANSFIELD LN	92557-6149	COMMINEY TAFVOLAUN	23195 MANSFIELD LN	MORENO V	92557	128.03	12.80	25.35	166.18
31628845005	264281011	684277	MONCRIEF, MYESHA (RENT)	23233	MANSFIELD LN	92557-6149	MNS FAMILY TRUST	231 E ALESSANDRO NO A485	RIVERSIDE	92508	220.40	22.04	43.64	286.06
59843335004	482642015	684277	KINSLEY, AUSTIN (OWNR)	24574	MANTEE PL	92553-3884	KNISLEY AUSTIN	24574 MANTEE PL	MORENO V	92553	255.40	25.54	50.57	331.50
88187865009	482642009	684277	PAZ, FRANCISCO	24607	MANTEE PL	92553-5322	PAZ FRANCISCO	24607 MANTEE PL	MORENO V	92553	255.29	25.53	50.55	331.36
95330425009	482642008	684277	BARRERA, ANA (OWNR)	24619	MANTEE PL	92553-5322	BARRERA ANA	24619 MANTEE PL	MORENO V	92553	110.29	11.029	21.84	143.14
31290275003	482642004	684277	MEDINA, YOLANDA	24675	MANTEE PL	92553-3887	MEDINA ESEQUIEL L	24675 MANTEE PL	MORENO V	92553	255.29	25.53	50.55	331.36
74809365009	474562001	684277	MORENO, PAT	24886	MANZANITA AVE	92557-4208	MORENO JOSEPH D	24886 MANZANITA AVE	MORENO V	92557	255.29	25.53	50.55	331.36
84827125000	473250032	684277	VIERNES, JOSE	28301	MANZANITA AVE	92555-5239	VIERNES JOSE G	28301 MANZANITA AVE	MORENO V	92555	255.29	25.53	50.55	331.36
60960525003	473351017	684277	FLORES, TINA AND DAVID (OWNR	28715	MANZANITA AVE	92555-6576	FLORES DAVID G	28715 MANZANITA AVE	MORENO V	92555	97.47	9.75	19.30	126.50
31240065002	487302007	684277	JEFFERSON, MONROE	26435	MAPLERIDGE WAY	92555-2206	JEFFERSON MOLLIE O	26435 MAPLERIDGE WAY	MORENO V	92555	156.19	15.619	30.93	202.72
31567965009	487302004	684277	ECHEVERRIA, MARIE	26465	MAPLERIDGE WAY	92555-2206	ECHEVERRIA ROBERT M	26465 MAPLERIDGE WAY	MORENO V	92555	257.40	25.74	50.97	334.10
31145995008	487300006	684277	HERNANDEZ, TONY AND SANDRA	26490	MAPLERIDGE WAY	92555-2205	HERNANDEZ ANTHONY R	26490 MAPLERIDGE WAY	MORENO V	92555	255.29	25.53	50.55	331.36
53513405004	487300007	684277	EBERSBACH, ANITA (RENT)	26500	MAPLERIDGE WAY	92555-2213	RENNA NICHOLAS E	19189 HITCHING POST PL	RIVERSIDE	92508	255.40	25.54	50.57	331.50
31448095005	479662029	684277	ANDERSON, SARAH (RENT)	25177	MARBLE DR	92557-7441	IMERA AARON E	25177 MARBLE DR	MORENO V	92557	128.14	12.81	25.37	166.32
31204185003	308420029	684277	HAYES, DAVID (RENT)	26386	MARE LN	92555-3312	QUIROZ ANNA MARIA	26386 MARE LN	MORENO V	92555	288.09	28.81	57.04	373.94
31137135006	308420024	684277	BROWN, CARMELLA (TNT)	26436	MARE LN	92555-3315	BROWN MEREDA	26436 MARE LN	MORENO V	92555	255.40	25.54	50.57	331.50
52868565009	486062013	684277	NIETO, ARTURO	25351	MARGARET AVE	92551-4593	NIETO CECILIA	25351 MARGARET AVE	MORENO V	92551	255.18	25.518	50.53	331.22
55741095004	486062008	684277	MOCA, LIEIU	25413	MARGARET AVE	92551-4520	CORTES RODOLFO	21963 STRAWBERRY LN	CANYON L	92587	246.95	24.70	48.90	320.54
62710625009	486062007	684277	WRIGHT, ROSALIND	25425	MARGARET AVE	92551-4520	WRIGHT HERBERT C	25425 MARGARET AVE	MORENO V	92551	332.40	33.24	65.82	431.44
94928353005	486056001	684277	FINNEY, SHEILA	25548	MARGARET AVE	92551-7014	FINNEY NATHANIEL B	25548 MARGARET AVE	MORENO V	92551	255.29	25.53	50.55	331.36
86682323005	486056002	684277	MC GLOVER, BEVERLY	25560	MARGARET AVE	92551-7014	MCGLOVER CANDICE	25560 MARGARET AVE	MORENO V	92551	332.40	33.24	65.82	431.44
31412885005	486057008	684277	MACDONOUGH, JENNY AND DAVI	25645	MARGARET AVE	92551-7017	JOHNSON JEFFERY K	25645 MARGARET AVE	MORENO V	92551	128.14	12.81	25.37	166.32
92268385002	486056009	684277	WRIGHT, BONNIE	25646	MARGARET AVE	92551-7016	WRIGHT BONNIE L	25646 MARGARET AVE	MORENO V	92551	274.34	27.43	54.32	356.08
60473875003	486056013	684277	COTTEN, ROXCELOA	25704	MARGARET AVE	92551-1423	TURNER RAYFORD E	6903 WISH AVE	LAKE BALB	91406	55.29	5.53	10.95	71.76
92045025000	486057003	684277	GARCIA, MIRIADA	25705	MARGARET AVE	92551-1422	AVILA JOSE CRUZ	213 W 86TH PL	LOS ANGEL	90003	128.14	12.81	25.37	166.32
86351205002	486033007	684277	LACEY, TERRI (RENT)	25827	MARGARET AVE	92551-7019	PROPERTY GROWTH SYSTEMS	17828 CALLE LOS AROBLES	ROWLAND	91748	182.64	18.26	36.16	237.06
93682905004	486034001	684277	PETERSON, SUSAN	25860	MARGARET AVE	92551-1425	PETERSON SUSAN	25860 MARGARET AVE	MORENO V	92551	64.26	6.43	12.72	83.40
81773005004	486023011	684277	CUEVA, ANA (OWNR)	25871	MARGARET AVE	92551-1426	DECUEVA ANA JULIETA PADI	41391 KALMIA ST NO 110	MURRIETA	92562	255.40	25.54	50.57	331.50
49468235004	486023008	684277	GARCIA, SYLVIA (OWNR)	25903	MARGARET AVE	92551-7026	GARCIA SYLVIA	25903 MARGARET AVE	MORENO V	92551	255.40	25.54	50.57	331.50
31655255001	486024005	684277	ACOSTA, TINA MARIE	25918	MARGARET AVE	92551-7012	ACOSTA TINA MARIE	25918 MARGARET AVE	MORENO V	92551	332.40	33.24	65.82	431.44
73375255005	486023006	684277	LUCKEY, ROBERT	25925	MARGARET AVE	92551-7026	SANDOVAL J ASENCION	1232 N RALSTON ST	ANAHEIM	92801	255.29	25.53	50.55	331.36

55594555000	479595018	684277	ZAMORA, VIDAL	25788	MARGARITA ST	92553-4854	ZAMORA VIDAL	25788 MARGARITA ST	MORENO V	92553	165.50	16.55	32.77	214.80
92426865005	479595019	684277	BENNETT, STEVE	25800	MARGARITA ST	92553-4899	BENNETT STEVEN	25800 MARGARITA ST	MORENO V	92553	332.40	33.24	65.82	431.44
74558185000	479596003	684277	LEBLANC, SHIRLEY	25823	MARGARITA ST	92553-4857	LEBLANC SHIRLEY PHILLIPS	25823 MARGARITA ST	MORENO V	92553	248.04	24.80	49.11	321.94
88064195001	479595021	684277	ROMO, MARICELA	25824	MARGARITA ST	92553-4899	SALAS GILBERT A	25824 MARGARITA ST	MORENO V	92553	128.03	12.80	25.35	166.18
56699225006	260331007	684277	GARCIA, VALERIO AND SARITA	23643	MARGUERITE CIR	92557-2853	GARCIA VALERIO A	23643 MARGUERITE CIR	MORENO V	92557	255.18	25.518	50.53	331.22
97106175003	481032022	684277	STAHLEY, PATSY	12012	MARIGOLD AVE	92557-7203	STAHLEY PATSY LOU	12012 MARIGOLD AVE	MORENO V	92557	255.29	25.53	50.55	331.36
57158035002	481031002	684277	MILLS, EDWARD M	12025	MARIGOLD AVE	92557-7209	MILLS HEATHER A	12025 MARIGOLD AVE	MORENO V	92557	332.40	33.24	65.82	431.44
92554853006	481032020	684277	JOHNSON, ELIZABETH (RENT)	12034	MARIGOLD AVE	92557-7203	HENNEN SCOTT W	5620 VIA SAN JACINTO	RIVERSIDE	92506	105.40	10.54	20.87	136.80
70989695004	481041009	684277	NIETO, ARTURO (RENT)	12165	MARIGOLD AVE	92557-7218	CARRILLO ESTELA REMIGIO	21602 CEDAR ST	PERRIS CA	92570	144.86	14.486	28.68	188.02
88605763001	481041008	684277	PEREZ, FRANCISCO	12177	MARIGOLD AVE	92557-7218	PEREZ FRANCISCO	12177 MARIGOLD AVE	MORENO V	92557	255.29	25.53	50.55	331.36
31144845003	481042010	684277	SAMUEL, MR AND MRS	12202	MARIGOLD AVE	92557-7208	DREWERY BETTY JEAN	12202 MARIGOLD AVE	MORENO V	92557	255.29	25.53	50.55	331.36
86772873008	481041006	684277	SANDOVAL, DOLORES (RENT)	12203	MARIGOLD AVE	92557-7231	LAM DUYEN HONG	12203 MARIGOLD AVE	MORENO V	92557	334.24	33.42	66.18	433.84
31150675005	481041005	684277	GUERRERO, CLAUDIA AND LUIS (R	12217	MARIGOLD AVE	92557-7231	CARDENAS MIGUEL	12217 MARIGOLD AVE	MORENO V	92557	118.32	11.83	23.43	153.56
98055985011	482112016	684277	ADAMS, DIANNE (RENT)	24373	MARILYN ST	92553-6241	MNT GROUP	7662 INDIGO LN	LA PALMA	90623	255.40	25.54	50.57	331.50
31285715001	482122001	684277	ESTRADA, EDUARDO	24377	MARILYN ST	92553-6241	ESTRADA JOSE M	24377 MARILYN ST	MORENO V	92553	255.29	25.53	50.55	331.36
31397215009	482122003	684277	MELENDEZ, DORA (RENT)	24403	MARILYN ST	92553-3359	ANSARI SARI	PO BOX 50193	IRVINE CA	92619	217.32	21.73	43.03	282.08
31413635006	482122005	684277	BECERRA, SERGIO AND ELIZABETH	24429	MARILYN ST	92553-3359	BECERRA SERGIO	24429 MARILYN ST	MORENO V	92553	105.29	10.53	20.85	136.66
51538695002	482121004	684277	VASQUEZ, MARIA	24468	MARILYN ST	92553-3360	RODRIGUEZ JAIME	24468 MARILYN ST	MORENO V	92553	255.18	25.518	50.53	331.22
31364145004	260470015	684277	QUI, LOUIS	23446	MARINER WAY	92557-2879	QUI LOUIS LENNART	23446 MARINER WAY	MORENO V	92557	255.29	25.53	50.55	331.36
73146325006	264221033	684277	SALAC, MARIA (RENT)	23668	MARK TWAIN	92557-4901	GREER JONATHAN R	9921 MICHAEL WAY	MORENO V	92557	191.57	19.157	37.93	248.64
96279915004	264221035	684277	MEJIA, ANA	23669	MARK TWAIN	92557-4902	MEJIA ANA ISABEL	23669 MARK TWAIN	MORENO V	92557	255.29	25.53	50.55	331.36
97104015002	264221032	684277	CAMBELL, ALECIA	23674	MARK TWAIN	92557-4901	HOA ROSIE	1671 RIDLEY AVE	HACIENDA	91745	191.66	19.17	37.95	248.76
96094195008	264221031	684277	OSORIO, EMILIO	23680	MARK TWAIN	92557-4901	BAC HOME LOANS SERVICING	1800 TAPO CANYON SV2202	SIMI VALLE	93063	191.77	19.18	37.97	248.90
77443675009	264221030	684277	JOHNSON, RACHAEL (RENT)	23686	MARK TWAIN	92557-4901	PENG GANG	23686 MARK TWAIN	MORENO V	92557	255.40	25.54	50.57	331.50
53911205002	264221027	684277	NEWMAN, SHUNTA (RENT)	23704	MARK TWAIN	92557-4901	TRAN HA	23704 MARK TWAIN	MORENO V	92557	255.40	25.54	50.57	331.50
98463263008	264221042	684277	ALBAZZ, MARAM	23713	MARK TWAIN	92557-4902	ALBAZZ MARAM B	23713 MARK TWAIN	MORENO V	92557	63.96	6.396	12.66	83.02
31250575004	264221025	684277	NEZART, DORIS	23716	MARK TWAIN	92557-4901	NEZART DONALD L	23716 MARK TWAIN	MORENO V	92557	255.18	25.518	50.53	331.22
96684605000	264221063	684277	ALLEN, GREGORY L	23829	MARK TWAIN	92557-4904	ALLEN GREGORY L	23829 MARK TWAIN	MORENO V	92557	255.29	25.53	50.55	331.36
31338815007	264222020	684277	VOSS, GARLAND	23832	MARK TWAIN	92557-4905	PARKER WILFORD L	24722 MOONSHADOW DR	MORENO V	92557	82.40	8.24	16.32	106.94
31332535009	264221066	684277	YBARRA, ARTURO (RENT)	23847	MARK TWAIN	92557-4904	YBARRA RICHARD	23847 MARK TWAIN	MORENO V	92557	255.40	25.54	50.57	331.50
90835505005	264222023	684277	ELLIS-SLAUGHTER, GEORGIA	23850	MARK TWAIN	92557-4905	SLAUGHTER GEORGIA ELLIS	23850 MARK TWAIN	MORENO V	92557	255.29	25.53	50.55	331.36
90388405006	264235006	684277	NELSON, HEATHER (OWNR)	23880	MARK TWAIN	92557-4907	NELSON HEATHER LORRAINE	23880 MARK TWAIN	MORENO V	92557	255.40	25.54	50.57	331.50
93938245009	264236008	684277	RAMIREZ, MAURICIO (RENT)	23883	MARK TWAIN	92557-4906	RUIZ LESLIE	23883 MARK TWAIN	MORENO V	92557	63.63	6.363	12.60	82.58
72676815000	264235005	684277	CHANG, YU LI AND JAMES B	23886	MARK TWAIN	92557-4907	CHANG YUN LI	4060 LYND AVE	ARCADIA C	91006	345.42	34.54	68.39	448.34
31410025000	264236006	684277	CERVANTEZ, MIGUEL	23895	MARK TWAIN	92557-4906	WEBB GEORGE	401 COLUMBUS CIR	CORONA D	92625	212.48	21.25	42.07	275.78
88421763003	264236004	684277	DAVIS, EDDIE	23907	MARK TWAIN	92557-4906	FLOORE ARETHIA C	23907 MARK TWAIN	MORENO V	92557	191.66	19.17	37.95	248.76
95670865005	264235001	684277	KELFEY, LATASHA (RENT)	23910	MARK TWAIN	92557-4907	SANCHEZ FERNANDO ARTURO	3089 THRUSH WAY	PERRIS CA	92571	134.96	13.50	26.72	175.16
31176575001	479300031	684277	MCGEE, SHER	12364	MARMONT PL	92557-7415	MCGEE SHERILYN A	12364 MARMONT PL	MORENO V	92557	255.29	25.53	50.55	331.36
31351195000	479300017	684277	COLE, AVA (RENT)	12413	MARMONT PL	92557-7416	NWAMU HENRIETTA	12413 MARMONT PL	MORENO V	92557	136.84	13.68	27.09	177.60
96029223008	312313034	684277	MCCRAY, JAMES	25309	MAROON CREEK CT	92551-2429	ARRIZON JAVIER	25309 MAROON CREEK CT	MORENO V	92551	409.88	40.99	81.16	532.02
93695855006	312313033	684277	COOPER, TASHIE	25321	MAROON CREEK CT	92551-2429	LY TU THANH	25321 MAROON CREEK CT	MORENO V	92551	159.96	16.00	31.67	207.62
97180125009	312313040	684277	BROWN, BERNARD (RENT)	25344	MAROON CREEK CT	92551-2429	THIELHARD CYNTHIA	25344 MAROON CREEK CT	MORENO V	92551	392.97	39.30	77.81	510.06
82042495000	312313031	684277	HARGES, TROY AND ERIKA (OWNR	26345	MAROON CREEK CT	92551-2429	HARGES TROY W	25345 MAROON CREEK CT	MORENO V	92551	510.80	51.08	101.14	663
31432495005	487050015	684277	WILSON, LARRY AND CYNTHIA	12350	MARQUETTE CT	92557-7747	WILSON LARRY	12350 MARQUETTE CT	MORENO V	92557	255.40	25.54	50.57	331.50
88770675002	487050004	684277	SANCHEZ, NORMA (RENT)	12365	MARQUETTE CT	92557-7748	CONNOLLY CORA JEAN	P O BOX 1101	MORENO V	92556	164.96	16.50	32.66	214.1
31371005008	482622030	684277	MANZANO, KARLA	24695	MARS CT	92553-5838	MANZANO KARLA J	22778 PAHUTE DR	MORENO V	92553	191.77	19.18	37.97	248.90
31389345009	482622021	684277	ADAMS, PAMELA (RENT)	24718	MARS CT	92553-5834	GUTIERREZ EFRAIN	24718 MARS CT	MORENO V	92553	191.77	19.18	37.97	248.90
87951223004	482622028	684277	DURAN, ADAM	24719	MARS CT	92553-5834	DURAN ADAN	24719 MARS CT	MORENO V	92553	191.66	19.17	37.95	248.76
96866545006	482622027	684277	CABRAL, SANDRA AND HERNAN	24729	MARS CT	92553-5834	GONZALEZ GLORIA	24729 MARS CT	MORENO V	92553	41.77	4.18	8.27	54.20
92462243001	479261044	684277	PERIGOMO, ANGELA (RENT)	25185	MARSEL RANCH RD	92553-4177	HERRARTE ANA LUISA G	25185 MARSEL RANCH RD	MORENO V	92553	235.41	23.54	46.61	305.56
94998625002	479261043	684277	ROBISON, LAWRENCE	25201	MARSEL RANCH RD	92553-2329	ROBISON LAWRENCE L	25201 MARSEL RANCH RD	MORENO V	92553	255.29	25.53	50.55	331.36
92262035009	256333027	684277	WALDE, NANCY	21406	MARSTON CT	92557-8439	WALDE NANCYLINA C	21406 MARSTON CT	MORENO V	92557	257.65	25.77	51.01	334.42
91452055002	486042025	684277	LEFLORE, JAMES AND LINDA (OWI	15085	MARTE CIR	92551-1428	LEFLORE LINDA A	15085 MARTE CIR	MORENO V	92551	55.00	5.50	10.89	71.38
88814335000	486053002	684277	SERNA, CAROLINA (OWNR)	15137	MARTE CIR	92551-7035	WEI DAO KANG	15137 MARTE CIR	MORENO V	92551	112.75	11.28	22.32	146.34
55058755004	486054005	684277	GUITIEREZ, MIKE (OWNR)	15172	MARTE CIR	92551-7034	GUTIERREZ MIGUEL A	15172 MARTE CIR	MORENO V	92551	255.29	25.53	50.55	331.36
75049845001	484060064	684277	MARIN, JENNIFER	14141	MARTINIQUE DR	92553-2914	MARIN RUPERTO A	14141 MARTINIQUE DR	MORENO V	92553	255.29	25.53	50.55	331.36
57964295008	484060072	684277	HERRERA, DANIEL	14188	MARTINIQUE DR	92553-2913	HERRERA DANIEL	14188 MARTINIQUE DR	MORENO V	92553	175.40	17.54	34.73	227.66
91342305003	256182038	684277	ZAMORA, ROBERTA (RENT)	21106	MARTYNIA CT	92557-8602	LOUDEN	620 NEWPORT CTR DR 8TH FL	NEWPORT	92660	54.36	5.436	10.76	70.54
60678155008	256182022	684277	MEYERS, JEFFREY	21117	MARTYNIA CT	92557-8602	MEYERS JEFFREY M	21117 MARTYNIA CT	MORENO V	92557	255.29	25.53	50.55	331.36
95482215002	256182024	684277	LARA CARRANZA, LORENA (OWNR	21131	MARTYNIA CT	92557-8602	CARRANZA LORENA LARA	21131 MARTYNIA CT	MORENO V	92557	255.40	25.54	50.57	331.50
93287575001	256182034	684277	LIZARDI, THESALEE	21150	MARTYNIA CT	92557-8602	LIZARDI MAGGIE MARIE	21150 MARTYNIA CT	MORENO V	92557	255.29	25.53	50.55	331.36
31410935009	488040001	684277	PITTMAN, DALE E	12095	MARY LEE WAY	92555-2130	PITTMAN DALE E	12095 MARY LEE WAY	MORENO V	92555	128.03	12.80	25.35	166.18
95195265009	488040004	684277	SEVILLA, JENNIFER	12151	MARY LEE WAY	92555-2113	SEVILLA JOSE L	12151 MARY LEE WAY	MORENO V	92555	255.40	25.54	50.57	331.50
31287545003	488041005	684277	GALLARDO, PATRICIA (OWNR)	12152	MARY LEE WAY	92555-2114	GALLARDO JOSE F	1698 CORDOVA ST	LOS ANGEI	90007	175.40	17.54	34.73	227.66
96212795000	488041004	684277	STEVENSON, JOE AND JACQUELIN	12170	MARY LEE WAY	92555-2114	STEVENSON JOE	12170 MARY LEE WAY	MORENO V	92555	155.29	15.53	30.75	201.56

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97097835006	488040009	684277	ORDONEZ, ARMINDA (OWNR)	12225	MARY LEE WAY	92555-2131	ORDONEZ RICARDO	12225 MARY LEE WAY	MORENO V	92555	112.40	11.24	22.26	145.88
97200955000	488061001	684277	MEDINA, MELINDA (RENT)	12231	MARY LEE WAY	92555-2131	HSUEH SHENG KUANG	14C 170 TUN HWA N RD	TAIPEI TAI	0	255.40	25.54	50.57	331.50
31463895006	474590032	684277	BOOKER, HOWARD	11541	MATHEWS RD	92557	ARAQUEL SONNY B	5545 SAMANTHA AVE	LAKEWOO	90712	249.72	24.97	49.44	324.12
31639025004	485093014	684277	MOHAMED, ALLEX	24795	MATTUS WAY	92551-0902	MOHAMED ALEX	24795 MATTUS WAY	MORENO V	92551	255.29	25.53	50.55	331.36
57518405009	485093015	684277	APARICIO, JESUS AND JOSEPHINA	24811	MATTUS WAY	92551-4011	APARICIO JESUS	24811 MATTUS WAY	MORENO V	92551	255.29	25.53	50.55	331.36
93172035009	485093017	684277	LOPEZ, MIRLAN	24843	MATTUS WAY	92551-4011	LOPEZ MIRIAN L	24843 MATTUS WAY	MORENO V	92551	155.29	15.529	30.75	201.56
60966985003	485093020	684277	CARTER, SHIMARJU AND OSCAR	24891	MATTUS WAY	92551-4011	GREEN GENENE	24891 MATTUS WAY	MORENO V	92551	255.18	25.518	50.53	331.22
92033485009	482482017	684277	CHERRY, HAYES AND GWEN (OWN	14018	MAXINE CT	92553-6721	CHERRY HAYES	14018 MAXINE CT	MORENO V	92553	128.03	12.80	25.35	166.18
95436945005	312033026	684277	GARCIA, GASTON (OWNR)	25331	MAXY DR	92551-9255	GOMEZ ISABEL GUZMAN	25331 MAXY DR	MORENO V	92551	332.64	33.26	65.86	431.76
31610975005	312033025	684277	HERNANDEZ, MARIA (OWNR)	25343	MAXY DR	92551-9255	HERNANDEZ MARIANO	25343 MAXY DR	MORENO V	92551	332.64	33.26	65.86	431.76
87104295005	312033024	684277	VALDIVIA, JOSE AND LISA	25355	MAXY DR	92551-9256	VALDIVIA JOSE JAVIER	25355 MAXY DR	MORENO V	92551	119.88	11.99	23.74	155.60
62206475009	484233007	684277	ROLDAN, YONATAN	14512	MAY LN	92553-7104	ROLDAN YONATAN	14512 MAY LN	MORENO V	92553	255.29	25.53	50.55	331.36
31473635000	479261023	684277	ADAMS, CHAD	25190	MAYNARD DR	92553-4140	ADAMS CHAD	25190 MAYNARD DR	MORENO V	92553	96.00	9.6	19.01	124.6
86369705009	479261030	684277	PARTIDA SILVA, JORGE (OWNR)	25203	MAYNARD DR	92553-2330	PARTIDA JORGE	25203 MAYNARD DR	MORENO V	92553	255.40	25.54	50.57	331.50
91685065005	264423008	684277	BROWN, HARVEY	11584	MCCULLY CT	92557-7910	BROWN HARVEY L	11584 MCCULLY CT	MORENO V	92557	332.40	33.24	65.82	431.44
56179665006	264423005	684277	MELGOZA, SILVIA AND ENRIQUE (	11585	MCCULLY CT	92557-7910	LIU QI	11585 MCCULLY CT	MORENO V	92557	255.40	25.54	50.57	331.50
93773635008	264423009	684277	NAIR, MAHENDRA K	11596	MCCULLY CT	92557-7910	NAIR MAHENDRA K	11596 MCCULLY CT	MORENO V	92557	255.18	25.518	50.53	331.22
54985585005	264423004	684277	MYRICK, PERNELL (RENT)	11597	MCCULLY CT	92557-7910	CHAU JACK CHUNGYEE	1884 OAKGATE ST	MONTERE	91755	202.51	20.25	40.10	262.84
91662045009	264431013	684277	FAZANDE, GREGORY C	11647	MCCULLY CT	92557-7912	FAZANDE RITA K	11647 MCCULLY DR	MORENO V	92557	332.64	33.26	65.86	431.76
65941905008	264431015	684277	DESAI, RAJSHEKAR (OWNR)	11660	MCCULLY CT	92557-7911	DESAI RAJSHEKAR	11660 MCCULLY CT	MORENO V	92557	191.77	19.18	37.97	248.90
49686735006	291214001	684277	RODRIQUEZ, JUAN (OWNR)	13610	MCDONNELL ST	92553-8469	SOMMA JOHN	13590 ELSWORTH ST	MORENO V	92553	255.40	25.54	50.57	331.50
31144665000	291214002	684277	FERNANDEZ, MIRNA	13622	MCDONNELL ST	92553-8469	FERNANDEZ J CARLOS	13622 MCDONNEL ST	MORENO V	92553	128.03	12.80	25.35	166.18
72714455004	291213008	684277	RODRIGUEZ, JESSICA	13635	MCDONNELL ST	92553-8470	SEGURA JAVIER	13610 BOEING	MORENO V	92553	149.56	14.96	29.61	194.12
58518595008	291263010	684277	SIMMS, CARNELL	13778	MCDONNELL ST	92553-8512	SIMS CARNELL L	13778 MCDONNEL ST	MORENO V	92553	255.29	25.53	50.55	331.36
92635015000	291263006	684277	FRAUSTO, JOSE D	13832	MCDONNELL ST	92553-8530	FRAUSTO JOSE DANIEL	13832 MCDONNEL ST	MORENO V	92553	255.29	25.53	50.55	331.36
93427885008	291263003	684277	ARMSTRONG, CORY (RENT)	13874	MCDONNELL ST	92553-8530	JUAREZ NABOR R	13874 MCDONNEL ST	MORENO V	92553	135.40	13.54	26.81	175.74
86627503002	481260026	684277	DIAZ, SYLVIA	12834	MEAD CT	92553-3123	DIAZ JUAN J	12834 MEAD CT	MORENO V	92553	332.64	33.26	65.86	431.76
91946175008	481260029	684277	NAVARETTE, SERGIO	12835	MEAD CT	92553-3123	NAVARRETE SERGIO	12835 MEAD CT	MORENO V	92553	255.29	25.53	50.55	331.36
31150115003	481260025	684277	CORRALES, TERESA (RENT)	12846	MEAD CT	92553-3123	VASQUEZ NANCY VARGAS	12846 MEAD CT	MORENO V	92553	72.96	7.30	14.45	94.70
31641435004	292082014	684277	TUNSTALL, EBENY AND CRAIG	12769	MEADBURY DR	92553-5901	TUNSTALL EBONY	12769 MEADBURY DR	MORENO V	92553	255.29	25.53	50.55	331.36
90755783006	292082013	684277	MILLWEE, ANDREW	12779	MEADBURY DR	92553-5901	MILLWEE ANDREW J	12779 MEADBURY DR	MORENO V	92553	249.39	24.94	49.38	323.70
31156955003	482682041	684277	BUTLER, SHIRLEY (OWNR)	14826	MEADOW BREEZE DR	92553-9416	BUTLER SHIRLEY	14826 MEADOW BREEZE DR	MORENO V	92553	80.73	8.073	15.98	104.78
31156785009	482682038	684277	HERNANDEZ, VICTORIA	14850	MEADOW BREEZE DR	92553-9416	HERNANDEZ VICTORIA	14850 MEADOW BREEZE DR	MORENO V	92553	255.29	25.53	50.55	331.36
65118035006	482683009	684277	SMITH, JAIME	14855	MEADOW BREEZE DR	92553-9417	SMITH JASON	14855 MEADOW BREEZE DR	MORENO V	92553	255.29	25.53	50.55	331.36
31415805005	482682037	684277	VALLE, JAMIE	14860	MEADOW BREEZE DR	92553-9416	VALLE JAIME	14860 MEADOW BREEZE DR	MORENO V	92553	255.29	25.53	50.55	331.36
31332845004	482682035	684277	AGUILO, ELVIE	14880	MEADOW BREEZE DR	92553-9418	AGUILO NESTOR	14880 MEADOW BREEZE DR	MORENO V	92553	62.42	6.242	12.36	81.02
65117795008	482683006	684277	FORD, RUTHERLENE (RENT)	14899	MEADOW BREEZE DR	92553-9419	FAR EAST INTERNATIONAL	24941 STONEGATE LN	LAGUNA N	92677	422.87	42.29	83.73	548.88
31177775007	482683005	684277	BARNHART, BETHANY	14909	MEADOW BREEZE DR	92553-9420	BARNHART BETHANY	14909 MEADOW BREEZE DR	MORENO V	92553	128.23	12.82	25.39	166.44
97241385004	482683004	684277	LYNN, CYNTHIA	14919	MEADOW BREEZE DR	92553-9420	LYNN TONY EDWARD	14919 MEADOW BREEZE DR	MORENO V	92553	255.29	25.53	50.55	331.36
88787355003	482683003	684277	NGUYEN, TED (OWNR)	14929	MEADOW BREEZE DR	92553-9420	NGUYEN TED B	5102 OAKFIELD AVE	SANTA AN	92703	255.40	25.54	50.57	331.50
63075735003	482682030	684277	WILLINGHAM, DARRYL (RENT)	14930	MEADOW BREEZE DR	92553-9421	ATIENZA LYDIA L	14930 MEADOW BREEZE DR	MORENO V	92553	197.83	19.78	39.17	256.78
53560505004	260253004	684277	THOMAS, BERTRAM	10357	MEADOW CREEK DR	92557-2624	THOMAS BERTRAM J	10357 MEADOW CREEK DR	MORENO V	92557	255.29	25.53	50.55	331.36
72626245005	260253008	684277	MERRITT, CHARLIE	10389	MEADOW CREEK DR	92557-2624	MERRITT MORENO VALLEY TRUST	36613 WANDERING PL	MURRIETA	92563	255.29	25.53	50.55	331.36
52694585005	260251022	684277	DAVISON, KEVIN	10402	MEADOW CREEK DR	92557-2694	GALLEGOS STEVEN R	10402 MEADOW CREEK DR	MORENO V	92557	255.29	25.53	50.55	331.36
70561925003	260253010	684277	ALNABER, SALIM (OWNR)	10405	MEADOW CREEK DR	92557-2695	ALNABER SALIM O	10405 MEADOW CREEK DR	MORENO V	92557	255.29	25.53	50.55	331.36
97007835005	260253012	684277	SALAZAR, OLIVER (OWNR)	10421	MEADOW CREEK DR	92557-2695	CISNEROS JESUS O	10421 MEADOW CREEK DR	MORENO V	92557	255.40	25.54	50.57	331.50
93699625007	474512002	684277	PATEL, DANNY	24554	MEADOW GRASS WAY	92557-4128	PATEL AMBALAL	24554 MEADOW GRASS WAY	MORENO V	92557	255.29	25.53	50.55	331.36
97073023007	474513014	684277	SANDS, BARBARA	24573	MEADOW GRASS WAY	92557-4129	SANDS MICHAEL G	24573 MEADOW GRASS WAY	MORENO V	92557	191.55	19.155	37.93	248.62
92174525009	264142008	684277	PARKES, QUINCY	11912	MEADOW WOOD WAY	92557-6216	PARKS ZINA C	11912 MEADOW WOOD WAY	MORENO V	92557	255.29	25.53	50.55	331.36
88165845000	316153011	684277	REYES, ADAM	16780	MEDITERRANEAN DR	92551-7456	REYES ADAM	16780 MEDITERRANEAN DR	MORENO V	92551	191.77	19.18	37.97	248.90
97416553006	316153012	684277	BUTLER, NISHE (RENT)	16790	MEDITERRANEAN DR	92551-7456	CHAU LEE	2224 CARWILE	ALHAMBR	91803	63.63	6.363	12.60	82.58
99315023000	316153009	684277	MEDINA, DIANE	16795	MEDITERRANEAN DR	92551-7457	MEDINA ROBERT	16795 MEDITERRANEAN DR	MORENO V	92551	255.29	25.53	50.55	331.36
31416675000	316153016	684277	FLORES, PAULA (RENT)	16830	MEDITERRANEAN DR	92551-7419	ESTRADA ROBERT	16830 MEDITERRANEAN DR	MORENO V	92551	255.40	25.54	50.57	331.50
31416015009	316153017	684277	RUIZ, OLIVIA	16840	MEDITERRANEAN DR	92551-7419	RUIZ JORGE	16840 MEDITERRANEAN DR	MORENO V	92551	255.18	25.518	50.53	331.22
31104445001	316153019	684277	STEVENS, TOMMY	16860	MEDITERRANEAN DR	92551-7419	DALLIN	5440 TRABUCO RD STE 200	IRVINE CA	92620	255.29	25.53	50.55	331.36
31941545008	296025024	684277	OWENS, ERNESTINE	23151	MELINDA CT	92553-5949	ISSA AMAR	23151 MELINDA CT	MORENO V	92553	255.29	25.53	50.55	331.36
31092295009	296025019	684277	ORTEGA, CARLOS	23215	MELINDA CT	92553-5976	ORTEGA CARLOS A	23215 MELINDA CT	MORENO V	92553	195.29	19.53	38.67	253.48
94603765008	260111002	684277	WALLACE, SHARON AND THOMAS	10571	MENDOZA RD	92557-3974	WALLACE THOMAS E	10571 MENDOZA RD	MORENO V	92557	255.29	25.53	50.55	331.36
31380875006	260112008	684277	O'NEAL, VICTORIA (RENT)	10706	MENDOZA RD	92557-3944	SMIMIOTAKIS GEORGIA	23328 OLIVEWOOD PLAZA DR	MORENO V	92553	127.59	12.76	25.26	165.60
93025215001	260123011	684277	GUZMAN, IRIS (OWNR)	10770	MENDOZA RD	92557-3944	DRAGOMIR TRAIAN	10770 MENDOZA RD	MORENO V	92557	91.77	9.18	18.17	119.10
66506325000	260121005	684277	QUEZADA, SARAH	10811	MENDOZA RD	92557-3946	QUEZADA SARAH	10811 MENDOZA RD	MORENO V	92557	332.64	33.26	65.86	431.76
55906975008	260126010	684277	POLLAND, CHRISTINE (OWNR)	10911	MENDOZA RD	92557-3958	POLAND CHRISTINE N	10911 MENDOZA RD	MORENO V	92557	332.40	33.24	65.82	431.44
71082155000	304511012	684277	WHITSON, LATAUN	14921	MERIDIAN PL	92555-5835	WHITSON ANTHONY	14921 MERIDIAN PL	MORENO V	92555	255.40	25.54	50.57	331.50
31587245009	482473018	684277	GOMEZ, CAROLINE (RENT)	24716	MERIT CT	92553-3981	MONDRAGON ANTONIO	24716 MERIT CT	MORENO V	92553	382.86	38.29	75.81	496.94
98204665012	292051017	684277	ARLINE, MICHELLE	23260	MERRYGROVE CIR	92553-5910	DIXON JUAN TERRELL	23260 MERRYGROVE CIR	MORENO V	92553	332.40	33.24	65.82	431.44

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31549535008	292051019	684277	JACKSON, AVA	23290	MERRYGROVE CIR	92553-5910	JOHNSON MARIO	23290 MERRYGROVE CIR	MORENO V	92553	332.40	33.24	65.82	431.44
91611445002	474622003	684277	SEBASTIAN, TABATHA	24369	MESA RIDGE LN	92557-3045	PIO DANIEL	24369 MESA RIDGE LN	MORENO V	92557	35.37	3.54	7.00	45.90
31607695000	260261009	684277	BRIDGES, PATRICK AND SHANDRA	22728	MESA SPRINGS WAY	92557-2627	GORDON MONIQUE W	22728 MESA SPRINGS WAY	MORENO V	92557	21.64	2.16	4.28	28.08
94674295008	260262009	684277	TORRES, AUGUST	22795	MESA SPRINGS WAY	92557-2628	LU JING	3407 SAN PASQUAL ST	PASADENA	91107	127.92	12.792	25.33	166.04
53105525004	260282018	684277	HEAD, JOHN E (OWNR)	22811	MESA SPRINGS WAY	92557-2631	HEAD JOHN E	22811 MESA SPRINGS WAY	MORENO V	92557	332.64	33.26	65.86	431.76
31653705002	260282014	684277	TUCKER, DERRICK	22843	MESA SPRINGS WAY	92557-2631	TUCKER DERRICK L	22843 MESA SPRINGS WAY	MORENO V	92557	255.40	25.54	50.57	331.50
97110445009	260283005	684277	PEYREFITTE, INGRIDE	22848	MESA SPRINGS WAY	92557-2630	JOHNSON ROY L	22848 MESA SPRINGS WAY	MORENO V	92557	255.18	25.518	50.53	331.22
93078335005	260283009	684277	WATKINS, VAN	22880	MESA SPRINGS WAY	92557-2630	WATKINS VAN T	22880 MESA SPRINGS WAY	MORENO V	92557	55.29	5.529	10.95	71.76
97141495003	488290007	684277	SILLA, JOSEPH (OWNR)	28211	MESA TOP TRL	92555-5419	SILLA JOSEPH L	3790 BLACK PINE	YORBA LIN	92686	255.40	25.54	50.57	331.50
1.01881E+11	308272022	684277	ODIMEGWU, ETHEL	15625	MESA VERDE DR	92555-4220	ODIMEGWU ETHEL NTOM	15625 MESA VERDE DR	MORENO V	92555	332.64	33.26	65.86	431.76
98329585014	308272026	684277	PARKER, KAREN (RENT)	15665	MESA VERDE DR	92555-4220	SALDANA SABINO	16833 SPRING CANYON PL	RIVERSIDE	92508	255.40	25.54	50.57	331.50
86533063004	308252011	684277	CLARK, DARILYN	15724	MESA VERDE DR	92555-4221	CLARK DERILYN	15724 MESA VERDE DR	MORENO V	92555	255.40	25.54	50.57	331.50
31490605000	308252010	684277	GAULDEN, PAUL (RENT)	15734	MESA VERDE DR	92555-4221	HERNANDEZ MYLA G	15734 MESA VERDE DR	MORENO V	92555	255.18	25.518	50.53	331.22
91558483006	308252008	684277	SANDOVAL, ELIZABETH	15756	MESA VERDE DR	92555-4221	LUA ELISEO	15756 MESA VERDE DR	MORENO V	92555	255.18	25.518	50.53	331.22
31618055001	475150036	684277	FINLEY, RON	24785	METRIC DR	92557-5635	FINLEY RON	24785 METRIC DR	MORENO V	92557	255.29	25.53	50.55	331.36
62291835006	475150023	684277	GRIMES, KRYSTLE (RENT)	24808	METRIC DR	92557-5634	DANG PETER XUAN	13357 STADIUM WAY	MORENO V	92555	61.44	6.144	12.17	79.74
31117235007	475150024	684277	WASHINGTON, KENNETH	24820	METRIC DR	92557-5634	WASHINGTON KENNETH W	24820 METRIC DR	MORENO V	92557	255.29	25.53	50.55	331.36
57291835003	479672006	684277	LI, HIHONG AND SICHENG (OWNR	25274	MICHELE LN	92553-5420	LI JIHONG	338 CALLE VISTA	WALNUT (	91789	63.96	6.40	12.66	83.02
80470175002	479672001	684277	LEON, OSCAR (RENT)	25279	MICHELE LN	92553-5420	AGUILAR LEONARDO	25279 MICHELE LN	MORENO V	92553	64.79	6.479	12.83	84.08
31612415009	312081012	684277	FINCHER, TANYA	25066	MIDDLEBROOK WAY	92551-9201	FINCHER JACOB N	25066 MIDDLEBROOK WAY	MORENO V	92551	31.04	3.10	6.15	40.28
94919765008	304470008	684277	TOMLIN, HARRIET (RENT)	14565	MILESTONE ST	92555-5719	AVILA JUANA	1030 ENCINITAS ST	LA HABRA	90631	132.64	13.26	26.26	172.16
31090895007	304470007	684277	TAYLOR, REGINALD	14577	MILESTONE ST	92555-5719	BROOKS MARTIN	14577 MILESTONE ST	MORENO V	92555	212.92	21.29	42.16	276.36
90060515008	304470004	684277	HERNANDEZ, RENE (RENT)	14613	MILESTONE ST	92555-5719	BERMUDEZ JUAN G	14613 MILESTONE ST	MORENO V	92555	165.36	16.54	32.74	214.62
31309745003	482371006	684277	PURAY, HERLINA	24138	MILLSAP DR	92553-6210	PURAY MICHAEL A	24138 MILLSAP DR	MORENO V	92553	255.18	25.518	50.53	331.22
31106275001	482372006	684277	ALLEN, BRYAN (RENT)	24167	MILLSAP DR	92553-6211	HART ANDREW J	24167 MILLSAP DR	MORENO V	92553	331.44	33.14	65.63	430.20
62866055008	482372004	684277	BUTLER, WILLIE	24201	MILLSAP DR	92553-3329	BUTLER WILLIE F	24201 MILLSAP DR	MORENO V	92553	255.18	25.518	50.53	331.22
56091275005	482372002	684277	MCCONICO, GENE A	24233	MILLSAP DR	92553-3329	MCCONICO JULIETTE G	24233 MILLSAP DR	MORENO V	92553	255.29	25.53	50.55	331.36
31251655005	482371018	684277	WILLIAMS, JOYCE	24244	MILLSAP DR	92553-3330	WILLIAMS EDMOND B	24244 MILLSAP DR	MORENO V	92553	332.16	33.216	65.77	431.14
96831125008	482372001	684277	MITCHELL, RAHEEN	24247	MILLSAP DR	92553-3329	MURILLO RUBEN R	46279 AHUI NANI PL	KANEOHE	96744	127.92	12.792	25.33	166.04
85360135009	482533020	684277	LEON, RAUL AND BERTHA	24333	MILLSAP DR	92553-3331	LEON RAUL	24333 MILLSAP DR	MORENO V	92553	255.40	25.54	50.57	331.50
91544033001	482533022	684277	WILKERSON, CAROL	24371	MILLSAP DR	92553-3331	WILKERSON CAROL A	24371 MILLSAP DR	MORENO V	92553	255.40	25.54	50.57	331.50
91976193001	291624024	684277	VILLANUEVA, JESUS	22017	MIMOSA LN	92553-6953	VILLANUEVA JESUS ARMANDO	22017 MIMOSA LN	MORENO V	92553	255.29	25.53	50.55	331.36
31366035002	256342007	684277	NEWTON, JOSHUA	11489	MINDORA DR	92557-8560	VERRETT JEREMY M	11489 MINDORA DR	MORENO V	92557	355.02	35.50	70.29	460.80
31374195002	256342011	684277	MARQUEZ, ALEJANDRO (RENT)	11510	MINDORA DR	92557-8560	JAUREGUI FELIPE	11510 MINDORA DR	MORENO V	92557	255.40	25.54	50.57	331.50
86902895007	256342005	684277	THOMAS, IRA	11513	MINDORA DR	92557-8560	THOMAS IRA	11513 MINDORA DR	MORENO V	92557	332.64	33.26	65.86	431.76
31402175005	256342004	684277	ALLEN, ROBERTO	11525	MINDORA DR	92557-8560	ALLEN ROBERTO RICARDO	11525 MINDORA DR	MORENO V	92557	255.29	25.53	50.55	331.36
92958785004	264091040	684277	DEASE JONES, TONYISA (RENT)	11058	MINERS TRL	92557-4922	MADRID LOUIS J	1735 BROADWAY ST APT 1	REDWOOD	94063	255.40	25.54	50.57	331.50
86598643006	264094017	684277	WASHINGTON, JACKIE (RENT)	11065	MINERS TRL	92557-4923	SFR 2012 1 U S WEST	135 N LOS ROBLES 4TH FL	PASADENA	91101	509.31	50.93	100.84	661.08
31256995003	264091043	684277	MARQUEZ, MARITZA	11076	MINERS TRL	92557-4922	MARQUEZ MARIA DEJESUS	11076 MINERS TRL	MORENO V	92557	255.18	25.518	50.53	331.22
95907065009	264094023	684277	FORST, BRENT (RENT)	11101	MINERS TRL	92557-4925	IGRISAN ANGELA	11101 MINERS TRL	MORENO V	92557	126.78	12.678	25.10	164.56
97763065004	264232006	684277	HARRIS, SAYKIA (RENT)	11113	MINERS TRL	92557-4925	CANTU CYNTIA LILIANA	24261 VIA DEL SOL ST	MORENO V	92553	104.11	10.411	20.61	135.12
94304205001	264232008	684277	ACEVEDO, FELIPE	11133	MINERS TRL	92557-4925	ACEVEDO FELIPE	11133 MINERS TRL	MORENO V	92557	255.29	25.53	50.55	331.36
31561115001	264234035	684277	LOPEZ, MARIA	11230	MINERS TRL	92557-4928	LOPEZ ABEL L	112030 MINERS TRL	MORENO V	92557	255.18	25.518	50.53	331.22
31414215002	264234038	684277	MCZEAL, JANICE (RENT)	11256	MINERS TRL	92557-4928	ROCHA RALPH P	11256 MINERS TRL	MORENO V	92557	93.89	9.389	18.59	121.86
94977113003	264234033	684277	VELASQUEZ, RAMIRO	11257	MINERS TRL	92557-4928	VELAZQUEZ RAMIRO	11257 MINERS TRL	MORENO V	92557	155.29	15.53	30.75	201.56
31321235005	264234039	684277	EDOGIAWERIE, HANOFI (OWNR)	11266	MINERS TRL	92557-4928	EDOGLAWERIE HANOFI L	11266 MINERS TRL	MORENO V	92557	255.18	25.518	50.53	331.22
31641285005	264234040	684277	HORN, LISA (RENT)	11276	MINERS TRL	92557-4928	HANNAWAY BASSAM	11276 MINERS TRL	MORENO V	92557	91.66	9.17	18.15	118.96
97141055005	484211012	684277	AGUIAR, JOSE	25283	MINNETONKA CT	92553-7159	AGUIAR JOSE C	25283 MINNETONKA CT	MORENO V	92553	255.40	25.54	50.57	331.50
91804465008	260412002	684277	PATTERSON, TROY D	10010	MIRACANTO WAY	92557-9002	COLEMAN ALICE	10010 MIRACANTO WAY	MORENO V	92557	332.40	33.24	65.82	431.44
95852205008	264082019	684277	IRVING, LASONYA	23654	MISTY GLADE CT	92557-4954	PATTERSON WILLIE	P O BOX 10260	MORENO V	92552	255.29	25.53	50.55	331.36
91844873008	264082028	684277	RIEM, DAVE	23659	MISTY GLADE CT	92557-4954	RIEM FRED R	23659 MISTY GLADE CT	MORENO V	92557	255.29	25.53	50.55	331.36
90794335000	260182007	684277	NOBLE, NATHAN	10670	MOHAVE CT	92557-3813	CUMMINS GERALDINE LORETTA	10670 MOHAVE CT	MORENO V	92557	332.40	33.24	65.82	431.44
98198093006	260182004	684277	CORRALES, JOSE AND MARIA	10700	MOHAVE CT	92557-3813	CORRALES JOSE	16722 WAR CLOUD DR	MORENO V	92551	251.19	25.12	49.74	326.04
83234805007	487352001	684277	ADAMS, PAMELA (OWNR)	13030	MOHICAN DR	92555-2403	GONZALEZ ANGELO	13030 MOHICAN DR	MORENO V	92555	255.29	25.53	50.55	331.36
95813405008	487351007	684277	WHITNEY, DAVID (RENT)	13049	MOHICAN DR	92555-2401	LOUDEN	5440 TRABUCO RD STE H200	IRVINE CA	92620	212.48	21.25	42.07	275.78
31549085002	487351005	684277	POWELL, BRIAN (RENT)	13069	MOHICAN DR	92555-2401	MILLA RONALD PATRICK	15140 OAKWOOD LN	CHINO HIL	91709	255.40	25.54	50.57	331.50
31485945009	487352005	684277	BINUYA, JOSE I AND AGNES M	13070	MOHICAN DR	92555-2403	BINUYA JOSE I	13070 MOHICAN DR	MORENO V	92555	255.40	25.54	50.57	331.50
95760925002	487352014	684277	GRAHAM, CARMEN	13160	MOHICAN DR	92555-2402	GRAHAM DARRELL E	13160 MOHICAN DR	MORENO V	92555	255.29	25.53	50.55	331.36
97023645002	487352017	684277	MAYFIELD, JANET	13190	MOHICAN DR	92555-2402	MAYFIELD MARLON D	13190 MOHICAN DR	MORENO V	92557	332.40	33.24	65.82	431.44
31309975004	487520002	684277	GONZALEZ, JAIME AND MARI(REN	13932	MONET ST	92555-2570	CUBIAS NELSON AGUEDO	13932 MONET ST	MORENO V	92555	255.40	25.54	50.57	331.50
1.00461E+11	264371001	684277	HERNANDEZ, MARTHA (OWNR)	22013	MONICO DR	92557-5926	CARVAJAL MARTIN	22013 MONICO DR	MORENO V	92557	55.04	5.50	10.90	71.44
72641225008	264371014	684277	ROJO, MARIA G (RENT)	22060	MONICO DR	92557-5925	ROMERO RAUL	22060 MONICO DR	MORENO V	92557	352.42	35.24	69.78	457.44
76199595005	264371006	684277	GONZALEZ, AMBER (RENT)	22073	MONICO DR	92557-5926	CHAU DAI VI FAMILY TRUST	3015 S MANITOBA DR	SANTA AN	92704	284.36	28.44	56.30	369.08
72543455007	264371008	684277	SHELTON, JASON (RENT)	22097	MONICO DR	92557-5926	JOHN ADAM INV	10161 BOLSA AVE NO 204C	WESTMINS	92683	91.77	9.18	18.17	119.10
97130045001	259451012	684277	JONES, GLENN	23039	MONTALVO RD	92557-3511	JONES GLENN T	23039 MONTALVO RD	MORENO V	92557	255.29	25.53	50.55	331.36

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55974045002	259451002	684277	DOMINGUEZ, LARRY AND BRIDGE	23187	MONTALVO RD	92557-3513	DOMINGUEZ LARRY D	23187 MONTALVO RD	MORENO V	92557	332.40	33.24	65.82	431.44
31365215006	487283013	684277	HULL, PETER	12820	MONTECELLO DR	92555-2312	HULL SIMON PETER	24682 DEL PRADO NO 200	DANA POIN	92629	284.36	28.44	56.30	369.08
89714065007	487283008	684277	ROMO, MONICA	12870	MONTECELLO DR	92555-2312	CAMACHO EMILIANO	12870 MONTECELLO DR	MORENO V	92555	63.96	6.40	12.66	83.02
1.01548E+11	487280022	684277	CASTILLO, CLAUDIA	12875	MONTECELLO DR	92555-2314	CARRASCO ARNOLDO	12875 MONTECELLO DR	MORENO V	92555	207.64	20.76	41.11	269.50
50408045006	487280024	684277	EDWARDS, KIM (RENT)	12895	MONTECELLO DR	92555-2314	VACA ERNESTO	12895 MONTECELLO DR	MORENO V	92555	127.26	12.726	25.20	165.18
31507595003	487280028	684277	GALLARDO, MARIELA	12935	MONTECELLO DR	92555-2316	MARES EVARISTO	12935 MONTECELLO DR	MORENO V	92555	191.66	19.17	37.95	248.76
31574435007	484072084	684277	HERNANDEZ, FRANCES (RENT)	14131	MONTEGO BAY DR	92553-2906	HUIZAR CONRADO	3521 SHADOW CT	PERRIS CA	92571	255.40	25.54	50.57	331.50
31248755000	484072087	684277	MARTE, ANABEL (OWNR)	14148	MONTEGO BAY DR	92553-2905	MARTE ALVIN	P O BOX D	MORENO V	92556	255.40	25.54	50.57	331.50
88795485009	484072089	684277	GONZALES, TINA (RENT)	14164	MONTEGO BAY DR	92553-2905	HERNANDEZ MARIO	14164 MONTEGO BAY DR	MORENO V	92553	139.88	13.99	27.70	181.56
31059775007	484072078	684277	BELLAMY, QUONIA	14183	MONTEGO BAY DR	92553-2906	DANG ANTHONY	9681 SUTHERLAND WAY	GARDEN G	92844	255.40	25.54	50.57	331.50
96661565006	484072077	684277	ALATORRE, THERESA	14191	MONTEGO BAY DR	92553-2906	ALATORRE LUPE	14191 MONTEGO BAY DR	MORENO V	92553	232.16	23.216	45.97	301.34
96697185000	484072092	684277	FARRIS, TANISHA (RENT)	14192	MONTEGO BAY DR	92553-2905	TANG HENG	1800 ARLAND AVE	ROSEMEAD	91770	67.40	6.74	13.35	87.48
84547075004	316071012	684277	TORRES, JOHNNY (RENT)	24540	MOONLIGHT DR	92551-7298	YENG VANN	8852 SAILPORT DR	HUNTINGT	92646	204.18	20.42	40.43	265.02
89705005008	316071005	684277	TAYLOR, BELINDA	24545	MOONLIGHT DR	92551-7298	BATCHELOR BELINDA TAYLOR	24545 MOONLIGHT DR	MORENO V	92551	255.18	25.518	50.53	331.22
84214565008	316073002	684277	JOHNSON, JEROME F	24615	MOONLIGHT DR	92551-7299	JOHNSON JEROME F	24615 MOONLIGHT DR	MORENO V	92551	255.29	25.53	50.55	331.36
93639603007	316073008	684277	MARTINEZ, ARTURO (OWNR)	24675	MOONLIGHT DR	92551-7299	SUAREZ MARIA G	24675 MOONLIGHT DR	MORENO V	92555	45.98	4.60	9.10	59.68
31371985002	316073009	684277	GARCIA, JUAN AND GRACIELA	24685	MOONLIGHT DR	92551-7299	GARCIA JUAN IBARRA	24685 MOONLIGHT DR	MORENO V	92551	255.29	25.53	50.55	331.36
87171713006	475171006	684277	COMBS, JOSHUA (RENT)	24299	MOONRAKER LN	92557-5510	SALLEY RICHARD P	24299 MOONRAKER LN	MORENO V	92557	255.40	25.54	50.57	331.50
31291845002	475171010	684277	VARGAS, JUDITH (OWNR)	24345	MOONRAKER LN	92557-5510	VARGAS JUDITH	24345 MOONRAKER LN	MORENO V	92557	255.29	25.53	50.55	331.36
86534355001	475171011	684277	ROCHA, FRANCISCO AND ROSARIO	24357	MOONRAKER LN	92557-5510	GARCIA ROSARIO	24357 MOONRAKER LN	MORENO V	92557	255.40	25.54	50.57	331.50
31538845006	479454006	684277	TRUJILLO, GRETEL	25724	MOONSEED ST	92553-6868	TRUJILLO GRETEL TARRABE	25724 MOONSEED ST	MORENO V	92553	255.40	25.54	50.57	331.50
94306463001	474583002	684277	WILSON, GREGORY AND FESHIA	24699	MOONSHADOW DR	92557-3212	WILSON GREGORY	24699 MOONSHADOW DR	MORENO V	92557	232.40	23.24	46.02	301.64
97797775003	474583007	684277	JONES, CHRISTOPHER	24781	MOONSHADOW DR	92557-3206	JONES DOROTHY E	24781 MOONSHADOW DR	MORENO V	92557	255.29	25.53	50.55	331.36
75710875001	475134003	684277	BLACK, FRANCINA	24650	MOONTIDE LN	92557-5605	STARK MATTHEW A	24650 MOONTIDE LN	MORENO V	92557	255.18	25.518	50.53	331.22
85177445002	475133017	684277	LOPEZ, LETICIA	24781	MOONTIDE LN	92557-5618	GOMEZ EDUARDO	24781 MOONTIDE LN	MORENO V	92557	332.40	33.24	65.82	431.44
94039515008	475134008	684277	NERI, ROBERT	24782	MOONTIDE LN	92557-5608	NERI ROBERT	24782 MOONTIDE LN	MORENO V	92557	284.20	28.42	56.27	368.88
97100505007	475133015	684277	SALAZAR, OLIVER (OWNR)	24825	MOONTIDE LN	92557-5607	AGUILERA IVONNE	24825 MOONTIDE LN	MORENO V	92557	255.40	25.54	50.57	331.50
91475713005	475134011	684277	HANANIA, GEORGE	24852	MOONTIDE LN	92557-5606	HANANIA GEORGE ANTON	24852 MOONTIDE LN	MORENO V	92557	255.29	25.53	50.55	331.36
86161375009	312102014	684277	ESTRELLA, ROBERT (RENT)	25315	MOORLAND RD	92551-9277	SIGALA RACHELLE	25315 MOORLAND RD	MORENO V	92551	187.22	18.722	37.07	243
86475085004	312102013	684277	SIMS, LISA (RENT)	25329	MOORLAND RD	92551-9277	S&H MANAGEMENT	30 FEATHER RIDGE TR	MISSION V	92692	28.14	2.814	5.57	36.52
63992235000	312101005	684277	RODRIGUEZ,GILBERT,PEREZ,KRIS	25342	MOORLAND RD	92551-9279	RODRIGUEZ GILBERT	25342 MOORLAND RD	MORENO V	92551	255.40	25.54	50.57	331.50
1.01569E+11	312101007	684277	REYES, DORCAS	25370	MOORLAND RD	92551-9279	MARTINEZ MARIA ISABEL	25370 MOORLAND RD	MORENO V	92551	255.40	25.54	50.57	331.50
59798845003	312101009	684277	LOPEZ, GUADALUPE	25398	MOORLAND RD	92551-9279	LOPEZ MARIA GUADALUPE	25398 MOORLAND RD	MORENO V	92551	255.29	25.53	50.55	331.36
92263743008	312102006	684277	HERNANDEZ, JUAN	25425	MOORLAND RD	92551-1107	U S BANK NATL ASSN	1820 E 1ST ST NO 210	SANTA AN	92705	255.29	25.53	50.55	331.36
96562555008	312102002	684277	TORRES, RAMON (OWNR)	25483	MOORLAND RD	92551-9280	MOFFITT MELVA A	25483 MOORLAND RD	MORENO V	92551	91.77	9.18	18.17	119.10
96655593002	312102001	684277	GICKING, PAUL	25497	MOORLAND RD	92551-9280	PARKER JUANITA	1056 AGATE CT	GARDENA	90247	255.40	25.54	50.57	331.50
31487335003	260413014	684277	LAGANDOAN, ADONIS (RENT)	22599	MORALIA DR	92557-2674	TELLO YASER R	11411 STEEPLE CHASE DR	MORENO V	92555	187.22	18.722	37.07	243
92762465007	259422013	684277	NEWBURN, KEVIN	22638	MORALIA DR	92557-2675	NEWBURN KEVIN DWAYNE	22638 MORALIA DR	MORENO V	92557	255.40	25.54	50.57	331.50
96002405007	259422015	684277	OGUNDOWONE, GBENGA	22660	MORALIA DR	92557-2675	BOBOYE JACKIE G	22660 MORALIA DR	MORENO V	92557	255.40	25.54	50.57	331.50
53966265003	479220024	684277	GONZALEZ, SANDRA (RENT)	13962	MORENO ROSE PL	92553-4325	CONSOLIDATED TR SETTLOR & EQUIT P	P O BOX 1062	SAN GABR	91778	399.54	39.95	79.11	518.6
68117765001	482141015	684277	ALANIZ, BEATRICE (OWNR)	13290	MORENO WAY	92553-3844	ALANIZ BEATRIZ	13290 MORENO WAY	MORENO V	92553	255.40	25.54	50.57	331.50
88347415004	482142018	684277	MATHIS, CAROLINE	13340	MORENO WAY	92553-5303	MATHIS CAROLINE L	13340 MORENO WAY	MORENO V	92553	98.03	9.80	19.41	127.24
85453415003	482143009	684277	HIGUCHI, MAKOTO	13365	MORENO WAY	92553-3843	HIGUCHI MAKOTO	13365 MORENO WAY	MORENO V	92553	128.03	12.80	25.35	166.18
97451295008	482152038	684277	MANRIQUEZ, DIANA	13396	MORENO WAY	92553-3845	MANRIQUEZ RAY ARRELLANES	13396 MORENO WAY	MORENO V	92553	332.40	33.24	65.82	431.44
31321365007	482151002	684277	BROWN, MARY	13409	MORENO WAY	92553-3846	BROWN MARY	13409 MORENO WAY	MORENO V	92553	232.40	23.24	46.02	302.64
94417365007	482152026	684277	MC COY, SARAH	13436	MORENO WAY	92553-3847	MCCOY DEBRA A	13436 MORENO WAY	MORENO V	92553	255.29	25.53	50.55	331.36
96384845007	482392006	684277	CAMACHO, LAURA	13577	MORENO WAY	92553-3893	SAUCEDO LAURA A CAMACHO	13577 MORENO WAY	MORENO V	92553	284.20	28.42	56.27	368.88
83515745002	482392004	684277	MAGANA, BRIANA	13601	MORENO WAY	92553-3848	PONCE EDUARDO	13601 MORENO WAY	MORENO V	92553	191.77	19.18	37.97	248.90
96374065001	482392001	684277	GARCIA, SEBASTIANA	13637	MORENO WAY	92553-3848	DELACRUZ SEBASTIANA	13637 MORENO WAY	MORENO V	92553	332.64	33.26	65.86	431.76
57964615001	482364008	684277	ESPINOSA, CESAR (OWNR)	13665	MORENO WAY	92553-3848	RIVAS IRMA L	13665 MORENO WAY	MORENO V	92553	68.56	6.86	13.57	88.98
96013935003	482364001	684277	RAMIREZ, JUANITA AND MARCELO	13749	MORENO WAY	92553-3849	RAMIREZ JUANITA L	13749 MORENO WAY	MORENO V	92553	255.29	25.53	50.55	331.36
95415665007	312081046	684277	PUAILIHAU, JEAN-MARIE	25137	MORNING DOVE WAY	92551-9215	PUAILIHAU JEAN MARIE	25137 MORNING DOVE WAY	MORENO V	92551	183.26	18.33	36.29	237.86
75992105007	312092003	684277	WHITMER, MELISSA	25155	MORNING DOVE WAY	92551-9215	WHITMER STEVEN	25155 MORNING DOVE WAY	MORENO V	92551	255.40	25.54	50.57	331.50
91363245002	312094002	684277	HANDEL, MEGAN (RENT)	25184	MORNING DOVE WAY	92551-9238	ELLIS ROBERT D	905 LEAF AVE	COVINA C	91722	57.00	5.7	11.29	73.98
87635745004	312094004	684277	MONTMOR, TINO (OWNR)	25196	MORNING DOVE WAY	92551-9238	MONTEMOR TINO E	25196 MORNING DOVE WAY	MORENO V	92551	153.90	15.39	30.47	199.76
54256545000	312094009	684277	MARROQUIN, RICHARD (OWNR)	25226	MORNING DOVE WAY	92551-9240	MARROQUIN RICHARD	25226 MORNING DOVE WAY	MORENO V	92551	255.40	25.54	50.57	331.50
59964265002	312103021	684277	FLANAN, ROSEMARIE	25266	MORNING DOVE WAY	92551-9242	DICKINSON JAMES	24840 SUPERIOR AVE	MORENO V	92551	255.29	25.53	50.55	331.36
68050335005	312104012	684277	TORRES, JOSE	25281	MORNING DOVE WAY	92551-9243	TORRES JOSE M	25281 MORNING DOVE WAY	MORENO V	92551	255.18	25.518	50.53	331.22
48527225000	482414006	684277	GARCIA, MARTINIANO	24547	MORNING GLORY ST	92553-3973	GARCIA MARTINIANO	24547 MORNING GLORY ST	MORENO V	92553	255.29	25.53	50.55	331.36
31341245001	482412003	684277	BARRAGAN, SERGIO AND LAURA	24560	MORNING GLORY ST	92553-3972	BARRAGAN SERGIO	24560 MORNING GLORY ST	MORENO V	92553	255.29	25.53	50.55	331.36
31598055005	482414005	684277	WILLIAMS, ELIZABETH	24561	MORNING GLORY ST	92553-3973	WILLIAMS ELIZABETH	24561 MORNING GLORY ST	MORENO V	92553	105.29	10.53	20.85	136.66
97030585009	482412005	684277	HERNANDEZ, JESSICA (OWNR)	24592	MORNING GLORY ST	92553-3972	HERNANDEZ ALEJANDRO	24592 MORNING GLORY ST	MORENO V	92553	25.70	2.57	5.09	33.34
31145065003	482412007	684277	MORENO, JESSICA	24626	MORNING GLORY ST	92553-3974	MORENO JESSICA	24626 MORNING GLORY ST	MORENO V	92553	191.29	19.13	37.88	248.28
58098945008	482413018	684277	VALLE, JIM (OWNR)	24674	MORNING GLORY ST	92553-3974	VALLE JIM P	24674 MORNING GLORY ST	MORENO V	92553	446.19	44.62	88.35	579.14
31462965003	482413027	684277	CARDENAS, ALFREDO AND ANA	24675	MORNING GLORY ST	92553-3956	CARDENAS ALFREDO	24675 MORNING GLORY ST	MORENO V	92553	137.29	13.73	27.18	178.20

31472845008	482413019	684277	DELAROSA, JOEL V	24690	MORNING GLORY ST	92553-3974	DALLIN	P O BOX 1226	OAKLAND	94604	255.29	25.53	50.55	331.36
61524745000	474573006	684277	MARROQUIN, INGRID (OWNR)	24683	MORNING MIST DR	92557-3203	RICHCREEK SHAWN E	24683 MORNING MIST DR	MORENO V	92557	61.77	6.18	12.23	80.16
31648095000	474574005	684277	SPENCER, JAN (RENT)	24805	MORNING MIST DR	92557-3204	KNAUS MICHAEL A	24805 MORNING MIST DR	MORENO V	92557	63.63	6.363	12.60	82.58
94064353009	474581002	684277	ROMAN, GINGER (OWNER)	10399	MORNING RIDGE DR	92557-3211	ALVAREZ ALFONSO R	10399 MORNING RIDGE DR	MORENO V	92557	255.29	25.53	50.55	331.36
31112205004	474571003	684277	SCRUGGS, CHARLES	10451	MORNING RIDGE DR	92557-3211	SCRUGGS CHARLES	10451 MORNING RIDGE DR	MORENO V	92557	332.40	33.24	65.82	431.44
96418975005	474571001	684277	GONZALES, ROBERT	10485	MORNING RIDGE DR	92557-3213	GONZALES ROBERT	10485 MORNING RIDGE DR	MORENO V	92557	255.29	25.53	50.55	331.36
96246985008	474563009	684277	BOYKINS, TAUNYA	10628	MORNING RIDGE DR	92557-4205	BOYKINS MICHAEL	10628 MORNING RIDGE DR	MORENO V	92557	308.15	30.82	61.01	399.96
75954265003	474561010	684277	MANN, ALAN	10723	MORNING RIDGE DR	92557-4222	MANN EDNA DEL CORRO	10723 MORNING RIDGE DR	MORENO V	92557	191.66	19.17	37.95	248.76
31209465003	474551002	684277	ASHLEY, WENDY (OWNR)	10809	MORNING RIDGE DR	92557-4201	DEATON WENDE	10809 MORNING RIDGE DR	MORENO V	92557	255.40	25.54	50.57	331.50
31154795002	474551005	684277	JOHNSON, TRACIE	10861	MORNING RIDGE DR	92557-4201	LINGLE JEFFREY	10861 MORNING RIDGE DR	MORENO V	92557	255.29	25.53	50.55	331.36
84889955005	474551009	684277	SHAW, PATRICK AND MARIA (REN	10927	MORNING RIDGE DR	92557-4221	SHAW PATRICK K	10927 MORNING RIDGE DR	MORENO V	92557	110.30	11.03	21.84	143.16
88044735000	475121016	684277	SHONO, SHEILA AND DAVID	11412	MORNING STAR LN	92557-5502	SHONO DAVID K	11412 MORNING STAR LN	MORENO V	92557	255.29	25.53	50.55	331.36
61061315003	475121011	684277	GONZALEZ, CARLOS	11425	MORNING STAR LN	92557-5502	GONZALEZ CARLOS MANUEL	11425 MORNING STAR LN	MORENO V	92557	255.29	25.53	50.55	331.36
75956695008	475121009	684277	NORBY, CHRISTINA	11449	MORNING STAR LN	92557-5502	GONZALES DANNY L	11449 MORNING STAR LN	MORENO V	92557	255.29	25.53	50.55	331.36
31440015009	475121020	684277	FINE, WILLIAM (RENT)	11462	MORNING STAR LN	92557-5502	KWAN DOMINIC	1129 S CALIFORNIA ST	SAN GABR	91776	164.44	16.44	32.56	213.44
95001585002	478322001	684277	BARRIENTOS, BRENDA	14267	MORNINGSIDE DR	92555-6240	ORANTES BRENDA	14267 MORNINGSIDE DR	MORENO V	92555	90.40	9.04	17.90	117.32
90405873009	478321005	684277	WILEY, CRYSTAL	14298	MORNINGSIDE DR	92555-6240	LABAHN CURT	14298 MORNINGSIDE DR	MORENO V	92555	332.64	33.26	65.86	431.76
31105965008	478322038	684277	MARTINEZ, YOLANDA	14331	MORNINGSIDE DR	92555-6241	CARDENAS APOLINAR	14331 MORNINGSIDE DR	MORENO V	92555	255.29	25.53	50.55	331.36
31440185003	486123003	684277	KING, CHRISTINE	15446	MORONGO CT	92551-7074	KING CHRISTINE M	15446 MORONGO CT	MORENO V	92551	326.45	32.65	64.64	423.72
80730505000	486123004	684277	BORUNDA, ADRIAN	15457	MORONGO CT	92551-7074	FALCON MARK	15457 MORONGO CT	MORENO V	92551	255.18	25.518	50.53	331.22
68687485002	473412015	684277	ENG, RICK (OWNR)	27905	MORREY LN	92555-5266	ENG RICK	P O BOX 8117	MORENO V	92552	113.10	11.31	22.39	146.80
31104955003	473412016	684277	LUCAS, VAUGHN	27931	MORREY LN	92555-5266	LUCAS VAUGHN LAMONT	27931 MORREY LN	MORENO V	92555	63.96	6.40	12.66	83.02
95710575000	473241009	684277	SMITH, CASSANDRA	28050	MORREY LN	92555-5242	SMITH DORIS	28050 MORREY LN	MORENO V	92555	403.56	40.36	79.90	523.82
80597805000	473241016	684277	CALLOWAY, DON	28099	MORREY LN	92555-5243	BRAVO LOUIS	28099 MORREY LN	MORENO V	92555	332.40	33.24	65.82	431.44
31225075001	487060003	684277	AHMAD, NAEEM	12051	MORRISON ST	92555-1802	AHMAD GULZAR R	3904 STRATTON DR	RIVERSIDE	92505	255.40	25.54	50.57	331.50
90126803006	487131016	684277	HERNANDEZ, LOURDES	12189	MORRISON ST	92555-1803	HERNANDEZ LOURDES	12189 MORRISON ST	MORENO V	92555	255.40	25.54	50.57	331.50
85673475003	487131010	684277	MARTIN, JORGE AND MARGARET	12285	MORRISON ST	92555-1887	MARTIN JORGE G	12285 MORRISON ST	MORENO V	92555	284.20	28.42	56.27	368.88
96210895003	487180005	684277	MILLION, EDDIE	12360	MORRISON ST	92555-1805	MILLION PATRICIA	12360 MORRISON ST	MORENO V	92555	403.56	40.36	79.90	523.82
96508935002	487112013	684277	HARRIS, ANGELA	12381	MORRISON ST	92555-1806	MENDEZ MONICA	12381 MORRISON ST	MORENO V	92555	255.40	25.54	50.57	331.50
93398353002	487230018	684277	BALDERAS, SHANTEL (RENT)	12620	MORRISON ST	92555-3518	ACEVEDO ANDREA A	12620 MORRISON ST	MORENO V	92555	255.40	25.54	50.57	331.50
76182475006	482481025	684277	RILEY, DEBRA	24096	MOUNT RUSSELL DR	92553-6722	RILEY MICHAEL	24096 MT RUSSELL DR	MORENO V	92553	332.40	33.24	65.82	431.44
31656955002	482481027	684277	RODRIGUEZ, JOSE (OWNR)	24128	MOUNT RUSSELL DR	92553-6724	RODRIGUEZ JOSE	19165 NUTHATCH ST	PERRIS CA	92570	64.65	6.47	12.80	83.90
69479635002	482481031	684277	LIZAHOLA, STEPHENIE (OWNR)	24198	MOUNT RUSSELL DR	92553-6724	DIAZ EDGAR CASTANEDA	24198 MT RUSSELL DR	MORENO V	92553	155.40	15.54	30.77	201.70
92502403000	482482010	684277	QUINTERO, CONNIE	24199	MOUNT RUSSELL DR	92553-6723	QUINTERO JUSTO Q	24199 MT RUSSELL DR	MORENO V	92553	255.29	25.53	50.55	331.36
31183005007	482444006	684277	VACELLI, KIMBERLY (RENT)	24266	MOUNT RUSSELL DR	92553-6759	24266 MT RUSSELL TRUST	6185 MAGNOLIA AVE	RIVERSIDE	92506	187.20	18.72	37.07	242.98
97031425001	482441020	684277	BANUELOS, EMMY AND JESUS (OV	24279	MOUNT RUSSELL DR	92553-6760	BANUELOS JESUS	24279 MT RUSSELL DR	MORENO V	92553	64.51	6.45	12.77	83.72
48508455001	482444005	684277	GARNER, CARL AND JACKIE	24284	MOUNT RUSSELL DR	92553-6759	WILLIAMS ROBERT	24284 MT RUSSELL DR	MORENO V	92553	332.40	33.24	65.82	431.44
31375775007	482441019	684277	GONZALEZ,GREGORIO (RENT)	24301	MOUNT RUSSELL DR	92553-6771	SMULLEN SCOTT E	16309 SORIANO DR	HACIENDA	91745	374.24	37.42	74.10	485.76
60618105005	482444003	684277	ALBA, ROSARIO M	24316	MOUNT RUSSELL DR	92553-6726	US BANK NATL ASSN	1661 WORTHINGTON RD	WEST PALI	33409	167.04	16.70	33.07	216.80
92227555002	482441004	684277	RAYGOSA, FABIAN	24319	MOUNT RUSSELL DR	92553-6725	RAYGOZA FABIAN	24319 MT RUSSEL DR	MORENO V	92553	255.29	25.53	50.55	331.36
72807525002	482444001	684277	HANSEN, RHONDA	24344	MOUNT RUSSELL DR	92553-6726	CLARK ALAN W	24344 MT RUSSEL DR	MORENO V	92553	150.00	15.00	29.70	194.70
31324215003	474130012	684277	DE LA CRUZ, ED & DONNA	25325	MOUNTAIN CLIFF DR	92557-6503	DELACRUZ EDWARD	25325 MOUNTAIN CLIFF DR	MORENO V	92557	183.29	18.33	36.29	237.90
56275785007	474130023	684277	GUTIERREZ, ARTURO	25446	MOUNTAIN CLIFF DR	92557-6504	GUTIERREZ FERMINA	25446 MOUNTAIN CLIFF DR	MORENO V	92557	255.29	25.53	50.55	331.36
70029855005	474702003	684277	GRISWALD, MELISSA	11094	MOUNTAIN CREST DR	92557-5223	WIEBE BARRY	11094 MOUNTAIN CREST DR	MORENO V	92557	255.20	25.52	50.53	331.24
31599695009	260480011	684277	PENLAND, TERI (OWNR)	10471	MOUNTAIN QUAIL CT	92557-2747	MPLC MOVAL 13	4100 NEWPORT PL STE 400	NEWPORT	92660	256.12	25.61	50.71	332.44
31087995002	260480012	684277	BANKS, PRESTON (RENT)	10481	MOUNTAIN QUAIL CT	92557	MPLC MOVAL 13	4100 NEWPORT PL STE 400	NEWPORT	92660	118.97	11.90	23.56	154.42
60803025000	474410010	684277	AGUAYO, LUIS	26340	MOUNTAIN RANCH RD	92555-1734	AGUAYO LUIS E	26340 MOUNTAIN RANCH RD	MORENO V	92555	255.40	25.54	50.57	331.50
60803025005	474352001	684277	MCGEE, CHARRISSE (RENT)	26188	MOUNTAIN RANCH RD	92555-1762	PROPERTY OWNER	#REF!	MORENO V	#REF!	84.16	8.416	16.66	109.22
31100315006	260391008	684277	MERRELL, STEVE	22404	MOUNTAIN VIEW RD	92557-2655	MERRELL STEVEN A	22404 MOUNTAIN VIEW RD	MORENO V	92557	332.16	33.216	65.77	431.14
31370435000	260392005	684277	ALVAREZ, CARMEN AND IGNACIO	22419	MOUNTAIN VIEW RD	92557-2657	ALVAREZ IGNACIO	22419 MOUNTAIN VIEW RD	MORENO V	92557	91.66	9.17	18.15	118.96
31377455000	260391002	684277	GARCIA, RICARDO	22440	MOUNTAIN VIEW RD	92557-2655	DUTTON WILLIAM W	22440 MOUNTAIN VIEW RD	MORENO V	92557	127.15	12.72	25.18	165.04
31363075000	260391001	684277	GRIFFIN, LEONARD	22446	MOUNTAIN VIEW RD	92557-2655	GRIFFIN LEONARD	22446 MOUNTAIN VIEW RD	MORENO V	92557	27.00	2.7	5.35	35.04
90071055001	260401013	684277	SA, AMILO (OWNR)	22464	MOUNTAIN VIEW RD	92557-2655	SA EMILIO A	22464 MOUNTAIN VIEW RD	MORENO V	92557	255.40	25.54	50.57	331.50
66595775008	260402007	684277	GALLARDO, MARY (OWNR)	22483	MOUNTAIN VIEW RD	92557-2657	GALLARDO JOHN F	22483 MOUNTAIN VIEW RD	MORENO V	92557	255.40	25.54	50.57	331.50
94484825001	260402003	684277	MCCHRISTIAN, LEON	22511	MOUNTAIN VIEW RD	92557-2658	MCCHRISTIAN GINETTE A	7758 WOOD RD	RIVERSIDE	92508	255.40	25.54	50.57	331.50
96279855006	260351022	684277	KIM, SU YOUNG	22590	MOUNTAIN VIEW RD	92557-2653	KIM YOUNG OK	22590 MOUNTAIN VIEW RD	MORENO V	92557	183.69	18.37	36.37	238.42
59422155004	260362013	684277	JACKSON, TONY AND CELILIA	22689	MOUNTAIN VIEW RD	92557-2647	TAN GRACE L	22689 MOUNTAIN VIEW RD	MORENO V	92557	255.40	25.54	50.57	331.50
1.01988E+11	260351009	684277	SUAREZ, VERONICA	22730	MOUNTAIN VIEW RD	92557-2649	SUAREZ VERONICA	22730 MOUNTAIN VIEW RD	MORENO V	92557	255.29	25.53	50.55	331.36
83205935004	260351001	684277	IMANA, EDURNE	22810	MOUNTAIN VIEW RD	92557-2629	IMANA EDURNE	8306 WILSHIRE BLV NO 7026	BEVERLY H	90211	255.40	25.54	50.57	331.50
97648543007	260321033	684277	TORRES, RICHARD	22909	MOUNTAIN VIEW RD	92557-2608	TORRES RICHARD M	22909 MOUNTAIN VIEW RD	MORENO V	92557	28.03	2.80	5.55	36.38
31379655004	260191040	684277	GARCIA, NOHEMI	22920	MOUNTAIN VIEW RD	92557-2607	GARCIA JOSE J	22920 MOUNTAIN VIEW RD	MORENO V	92557	63.96	6.40	12.66	83.02
31325095005	260193012	684277	CARRERA, JOE F	22949	MOUNTAIN VIEW RD	92557-2608	CARRERA JOSE F	22949 MOUNTAIN VIEW RD	MORENO V	92557	351.24	35.12	69.55	455.90
92980503007	304290049	684277	DARO, CAROL	14599	MOUNTAIN VISTA	92555-7031	SONG CHANG HO	14599 MOUNTAIN VISTA	MORENO V	92555	246.92	24.69	48.89	320.50
91510585006	478301003	684277	GARCIA, VICTOR (OWNR)	13071	MOZART WAY	92555-6700	GARCIA GUSTAVO	13071 MOZART WAY	MORENO V	92555	332.64	33.26	65.86	431.76
97107495004	478303014	684277	HURTADO DANIEL ROBLES AND VA	13142	MOZART WAY	92555-6728	HURTADO DANIEL ROBLES	13142 MOZART WAY	MORENO V	92555	182.99	18.30	36.23	237.52

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31642495009	478303006	684277	ZALDIVAR, SYLVIA	13156	MOZART WAY	92555-6726	ZALDIVAR SYLVIA	13156 MOZART WAY	MORENO V	92555	332.16	33.216	65.77	431.14
31443585003	304041015	684277	COLTON, JAMIE (RENT)	14504	MUIRFIELD ST	92555-6217	SAPIEN SANDEE M	35461 PROVANCE ST	NEWARK (	94560	255.40	25.54	50.57	331.50
31480305004	304041016	684277	ADJIVON, CELSUS	14510	MUIRFIELD ST	92555-6217	ADJIVON CELSUS	14510 MUIRFIELD ST	MORENO V	92555	255.29	25.53	50.55	331.36
93047425001	304041013	684277	STREET, CHRISTA (OWNR)	14517	MUIRFIELD ST	92555-6217	ZHANG CHRISTINE RUI	13210 DART ST	BALDWIN I	91706	154.48	15.45	30.59	200.50
95508933003	304041018	684277	LAIGO, ROZELLE	14534	MUIRFIELD ST	92555-6217	LAIGO RANDOLPH	14534 MUIRFIELD ST	MORENO V	92555	63.96	6.40	12.66	83.02
94170215004	304041008	684277	RODRIGUEZ, MARIO (RENT)	14577	MUIRFIELD ST	92555-6214	RODRIGUEZ MARIO RIVERA	14577 MUIRFIELD ST	MORENO V	92555	128.14	12.81	25.37	166.32
96565105006	304041004	684277	SIQUEIROS, MARCO	14625	MUIRFIELD ST	92555-6214	SIQUEIROS MARCO	14625 MUIRFIELD ST	MORENO V	92555	255.40	25.54	50.57	331.50
57618245001	304042011	684277	MOTON, DEBORAH (OWNR)	14650	MUIRFIELD ST	92555-6213	MOTON KENNETH	14650 MUIRFIELD ST	MORENO V	92555	155.29	15.53	30.75	201.56
31443855006	304041001	684277	LEMUS, CARLOS (RENT)	14661	MUIRFIELD ST	92555-6214	GOODRICH ERIC	28551 EAGLE ST	MORENO V	92555	255.40	25.54	50.57	331.50
86200923000	304042027	684277	KENDRICK, TIFFANY (OWNR)	14685	MUIRFIELD ST	92555-6204	KENDRICK TIFFANY RENEE	14685 MUIRFIELD ST	MORENO V	92555	255.40	25.54	50.57	331.50
73543805003	304042026	684277	LENSS, KEVIN (OWNR)	14697	MUIRFIELD ST	92555-6204	LENSS KEVIN J	14697 MUIRFIELD ST	MORENO V	92555	255.40	25.54	50.57	331.50
31166085005	304042025	684277	STEWART, HARVEY	14709	MUIRFIELD ST	92555-6205	STEWART HARVEY	14709 MUIRFIELD ST	MORENO V	92555	182.99	18.30	36.23	237.52
95830595002	304042023	684277	SCOTT, KENNETH	14733	MUIRFIELD ST	92555-6205	SCOTT KENNETH	14733 MUIRFIELD ST	MORENO V	92555	255.29	25.53	50.55	331.36
98295505014	487191017	684277	MACK, YVETTE (OWNR)	12542	MULBERRY LN	92555-2231	MACK YVETTE Y	12542 MULBERRY LN	MORENO V	92555	255.40	25.54	50.57	331.50
94964205002	487191016	684277	CASTRO, JESUS	12556	MULBERRY LN	92555-2231	CASTRO JESUS	12556 MULBERRY LN	MORENO V	92555	255.29	25.53	50.55	331.36
96287965006	487193002	684277	CANETE, JASON	12571	MULBERRY LN	92555-2232	CANETE JASON JAMES	12571 MULBERRY LN	MORENO V	92553	255.40	25.54	50.57	331.50
75325675000	487193006	684277	NAVARRO, HENRY AND LYDIA	12627	MULBERRY LN	92555-2220	NAVARRO HENRY E	12627 MULBERRY LN	MORENO V	92553	255.40	25.54	50.57	331.50
70814825007	487193007	684277	VAZQUEZ, DAMIAN (OWNR)	12641	MULBERRY LN	92555-2220	VAZQUEZ DAMIAN	12641 MULBERRY LN	MORENO V	92553	255.40	25.54	50.57	331.50
92954155005	487192012	684277	TIPPENS, CHARLENE	12682	MULBERRY LN	92555-2219	TANG HSU RUEI	3228 RICHELE CT	CHINO HIL	91709	153.39	15.34	30.37	199.10
31049655003	482311007	684277	FORTE, MICHON (RENT)	24410	MURAL CT	92553-3507	GAFAR DINAR	24410 MURAL CT	MORENO V	92553	262.49	26.25	51.97	340.7
73137315007	482311014	684277	GARCIA, GUILLERMO	24461	MURAL CT	92553-3507	LOPEZ HECTOR	24461 MURAL CT	MORENO V	92553	255.29	25.53	50.55	331.36
31594685002	482311012	684277	PENA, MANUEL AND ALEJANDRIN	24476	MURAL CT	92553-3507	PENA MANUEL A	24476 MURAL CT	MORENO V	92553	255.29	25.53	50.55	331.36
96253055009	308401019	684277	REAGOR, LIONEL (RENT)	26225	MUSTANG CT	92555-3319	BHUPATHY VELLORE R	26225 MUSTANG CT	MORENO V	92555	584.74	58.47	115.78	758.98
31469585008	308401023	684277	ROMERO, MOISES	26254	MUSTANG CT	92555-3319	CHRISTIAN VIGILANCE CHURCH INC	26254 MUSTANG CT	MORENO V	92555	68.14	6.814	13.49	88.44
31276585007	481260015	684277	GUERRERO, MAYELA (RENT) APTS	24136	MYERS AVE	92553-2846	KEITH FRED DONALD	1857 MAUNALOA PL	NORCO CA	92860	226.19	22.619	44.79	293.58
96656635002	481270012	684277	GORROCINO, GRACIELA	24137	MYERS AVE	92553-3124	QUEZADA YVONNE M	24137 MYERS AVE	MORENO V	92553	185.29	18.529	36.69	240.5
94308255001	481270013	684277	FLORES, SHERRIE (RENT)	24163	MYERS AVE	92553-3124	KEITH FRED D	1857 MAUNA LOA PL	NORCO CA	92860	170.97	17.10	33.85	221.9
97094065004	481240034	684277	DASILVA, DAVID (OWNR)	24320	MYERS AVE	92553-2845	DASILVA GERALD L	717 MARIGOLD AVE	CORONA D	92625	332.64	33.26	65.86	431.76
65822835005	481240030	684277	CARLOS, ISMAEL AND LORENA	24360	MYERS AVE	92553-2845	CARLOS ISMAEL	24360 MYERS AVE	MORENO V	92553	1,275.68	127.57	252.58	1655.82
31514465006	481250039	684277	KING-STONE RECOVERY	24419	MYERS AVE	92553-3191	KINGSTON JAMES M	417 CANOE COVE DR	DIAMOND	91765	167.28	16.73	33.12	217.12
92968665008	481250012	684277	DINEFF, MARK	24421	MYERS AVE	92553-3191	DINEFF MARK L	24421 MYERS AVE	MORENO V	92553	255.29	25.53	50.55	331.36
65989725005	481240024	684277	ALARCON, LEOBARDO AND REFUG	24480	MYERS AVE	92553-3128	ALARCON LEOBARDO	24480 MYERS AVE	MORENO V	92553	255.29	25.53	50.55	331.36
73055965004	481250016	684277	BENNETT WARNEST APTS	24483	MYERS AVE	92553-3191	BENNETT WARNEST	24487 MYERS AVE	MORENO V	92553	510.58	51.06	101.09	662.72
65742825007	481230012	684277	REYES, MICHAEL	24637	MYERS AVE	92553-3731	REYES MICHAEL A	24637 MYERS AVE	MORENO V	92553	255.29	25.53	50.55	331.36
89076593000	481230038	684277	ALVADARO, MANUEL	24661	MYERS AVE	92553-3731	ALVARADO DELMY	24661 MYERS AVE	MORENO V	92553	47.81	4.781	9.47	62.04
52693485008	481223022	684277	GRACIAN, MARCO	24662	MYERS AVE	92553-9327	GRACIAN MARCO	24662 MYERS AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31354825002	481210014	684277	GARCIA, ROBERTO	24975	MYERS AVE	92553-9332	GARCIA ROBERTO	24975 MYERS AVE	MORENO V	92553	332.40	33.24	65.82	431.44
31354825007	481290006	684277	LEANOS, LISETTE (OWNR)	24537	MYERS AVE	92553-3724	LEANOS, LISETTE	#REF!	#REF!	#REF!	255.40	25.54	50.57	331.5
31110315005	482161017	684277	MELVIN, FELICIA	24730	MYRNA ST	92553-3852	JOHNSON EDDIE	24730 MYRNA ST	MORENO V	92553	332.40	33.24	65.82	431.44
31090945007	292132012	684277	DERRATT, MARLENA (RENT)	23653	MYSTIC CT	92553-5616	ELLIOTT SANDRA	23653 MYSTIC CT	MORENO V	92553	255.40	25.54	50.57	331.50
31145215002	292132006	684277	SANKA, ANN	23662	MYSTIC CT	92553-5616	PALMA ROBERT	23662 MYSTIC CT	MORENO V	92553	191.69	19.17	37.95	248.80
31243085002	292132011	684277	CASTILLO, VIVIAN	23663	MYSTIC CT	92553-5616	GUTIERREZ RICHARD D	23663 MYSTIC CT	MORENO V	92553	255.29	25.53	50.55	331.36
85827645000	485194021	684277	WONZO, MICHAEL	15613	NADIA ST	92551-6919	THIGPEN PAMELA	15613 NADIA ST	MORENO V	92551	255.40	25.54	50.57	331.50
93414023007	485194019	684277	ZAMBRANO, MARIA (RENT)	15635	NADIA ST	92551-6919	HUA THO VINH	7959 NOBLE AVE	PANORAM	91402	232.33	23.23	46.00	301.56
95680855006	312081035	684277	MORALES, ANTHONY AND GUADA	15675	NADIA ST	92551-6919	KNIGHT TONIE MARIE	P O BOX 5452	NORCO CA	92860	255.40	25.54	50.57	331.50
82830375003	485194015	684277	GARCIA, CARY (OWNR)	15675	NADIA ST	92551-6919	SIMENTAL ANAID	15675 NADIA ST	MORENO V	92551	63.96	6.40	12.66	83.02
31076745008	485194012	684277	ANDERSON, JOHN	15703	NADIA ST	92551-6915	ANDERSON JOHN	15703 NADIA ST	MORENO V	92551	255.40	25.54	50.57	331.50
93200315009	296174003	684277	WRIGHT REALTOR GROUP	13530	NAGAI DR	92553-3443	MORENO GUILLERMO	545 N BROADWAY	BLYTHE CA	92225	191.77	19.18	37.97	248.90
31410385004	296174006	684277	GALVAN , DANIEL (RENT)	13584	NAGAI DR	92553-3443	HOME EXPO FINANCIAL INC	P O BOX 9818	MORENO V	92552	215.16	21.52	42.60	279.26
88355465006	486203010	684277	AGUIRRE, BEVERLY (RENT)	15761	NAN AVE	92551-4658	RAMOS GABRIEL	23800 WINTERGLEN CIR	MORENO V	92557	202.70	20.27	40.13	263.10
98292585014	486203013	684277	TORRES, RENEE (RENT)	15791	NAN AVE	92551-4658	RAY DANETRA E	15791 NAN AVE	MORENO V	92551	255.40	25.54	50.57	331.50
93073955005	486203015	684277	QUEZADA, MARTHA	15811	NAN AVE	92551-4657	QUEZADA MARTHA	15811 NAN AVE	MORENO V	92551	361.60	36.16	71.60	469.34
31066715005	486203017	684277	CLARKE, MARY (OWNR)	15831	NAN AVE	92551-4657	MATA JOHN	15831 NAN AVE	MORENO V	92551	255.40	25.54	50.57	331.50
31350785008	486204008	684277	RODRIGUEZ, LIDIA (RENT)	15852	NAN AVE	92551-4657	LICON JAIME	15852 NAN AVE	MORENO V	92551	255.40	25.54	50.57	331.50
97119395000	316200034	684277	MALCOM, MIKE	24710	NANDINA AVE	92551-9503	FIRST INDUSTRIAL	898 N SEPULVEDA BL NO 750	EL SEGUND	90246	332.40	33.24	65.82	431.44
94146595004	296253016	684277	BEST, DEVIN (RENT)	23757	NANWOOD DR	92553-1717	BHATHENA SORAB MINOCHER	23757 NANWOOD DR	MORENO V	92553	246.37	24.64	48.78	319.78
95099245008	296253021	684277	FELIX, ROSALIO	23795	NANWOOD DR	92553-1717	FELIX NORMA ROSA	23795 NANWOOD DR	MORENO V	92553	255.29	25.53	50.55	331.36
56194135007	296253010	684277	MOORE, JUSTINA (RENT)	23796	NANWOOD DR	92553-1719	ROWSHAN HAMID	23796 NANWOOD DR	MORENO V	92553	139.03	13.90	27.53	180.46
97956623007	296253028	684277	ORCOYNE-YORIO, MARIA	23841	NANWOOD DR	92553-3449	YORIO MARIA ORCOYEN	12623 STILLMAN ST	LAKEWOOI	90715	255.29	25.53	50.55	331.36
97168965007	487381021	684277	SEVIRE, SANDRA AND JAMES	13020	NAPA VALLEY CT	92555-2455	SEVIRE JAMES	13020 NAPA VALLEY CT	MORENO V	92555	205.29	20.53	40.65	266.46
51656625007	487380031	684277	GIRGGS, MELISSA (RENT)	13124	NAPA VALLEY CT	92555-2458	EDWARDS KENNETH K	13124 NAPA VALLEY CT	MORENO V	92555	255.40	25.54	50.57	331.50
91341903009	487381034	684277	TREBUS, JULIE	13131	NAPA VALLEY CT	92555-2457	TREBUS JULIE ANN	13131 NAPA VALLEY CT	MORENO V	92555	255.29	25.53	50.55	331.36
31651725002	264373004	684277	VALDEZ, JOSE	22098	NAPLES DR	92557-5903	VALDEZ JOSE LUIS	22098 NAPLES DR	MORENO V	92557	255.29	25.53	50.55	331.36
98883693007	264381017	684277	RUGLEY, DOROTHY	22146	NAPLES DR	92557-5905	RUGLEY BRIAN	4329 7TH AVE	LOS ANGEI	90008	332.64	33.26	65.86	431.76
95301315003	264382003	684277	COOK, DAN	22181	NAPLES DR	92557-5907	BARBICK DANIEL RICHARD COOK	22181 NAPLES DR	MORENO V	92557	134.31	13.43	26.59	174.32

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60143185007	264381014	684277	SOLCHASA, JOSE	22182	NAPLES DR	92557-5908	SOLCHAGA JOSE	22182 NAPLES DR	MORENO V	92557	458.09	45.81	90.70	594.6
95355965002	264382004	684277	ABUFARHA, JIHADS	22191	NAPLES DR	92557-5907	ABUFARHA JIHAD	22191 NAPLES DR	MORENO V	92557	255.29	25.53	50.55	331.36
91347045007	264382006	684277	DAVIS, DONTE	22217	NAPLES DR	92557-5907	DAVIS DONTE	22217 NAPLES DR	MORENO V	92557	255.29	25.53	50.55	331.36
97689725003	264382007	684277	DEL RIO, VERONICA	22229	NAPLES DR	92557-5909	DELRIO VERONICA	22229 NAPLES DR	MORENO V	92557	255.29	25.53	50.55	331.36
89405483004	264382014	684277	ROCHA, LETICIA	22309	NAPLES DR	92557-5912	ROCHA LETICIA A	22309 NAPLES DR	MORENO V	92557	255.40	25.54	50.57	331.50
67725035006	264382016	684277	DAVIS, RICARDO	22339	NAPLES DR	92557-5912	DAVIS RICARDO R	22339 NAPLES DR	MORENO V	92557	255.29	25.53	50.55	331.36
88496625005	264412003	684277	BUTORAC, MICHAEL	22500	NARANJA ST	92557-5930	BUTORAC MICHAEL P	22500 NARANJA ST	MORENO V	92557	64.40	6.44	12.75	83.58
89340243004	264412005	684277	WILLIAMS, JEFFREY (OWNR)	22532	NARANJA ST	92557-5933	BOYCE LILLIETH G	22532 NARANJA ST	MORENO V	92557	255.40	25.54	50.57	331.50
31539895003	264412009	684277	STEPHENSON, LEROY	22580	NARANJA ST	92557-5933	STEPHENSON LEROY R	22580 NARANJA ST	MORENO V	92557	255.29	25.53	50.55	331.36
71795955009	260331013	684277	PRATHER, JEFFREY (OWNR)	23638	NARCISSUS CIR	92557-2816	PRATHER JEFFREY	1642 LANCE	TUSTIN CA	92780	255.40	25.54	50.57	331.50
31556395002	474731019	684277	FORFA, MICHAEL (OWNR)	11670	NAVEL AVE	92557-6627	FORFA MICHAEL P	11670 NAVEL AVE	MORENO V	92557	191.77	19.18	37.97	248.90
58492905001	487400042	684277	SMITH, JAMIE (RENT)	13340	NELS CIR	92555-6829	ECHEVARRIA JOSE RAUL	24407 BARLEY RD	MORENO V	92557	295.05	29.505	58.42	382.96
69397025004	296272002	684277	SYTHOFF, RON	23529	NEW ENGLAND DR	92553-6023	SYTHOFF RONALD C	23529 NEW ENGLAND DR	MORENO V	92553	93.96	9.40	18.60	121.96
53260265001	296272015	684277	BOWEN, DEBORAH (OWNR)	23705	NEW ENGLAND DR	92553-6065	BOWEN DEBORAH	23705 NEW ENGLAND DR	MORENO V	92553	152.93	15.29	30.28	198.50
53245245007	296272016	684277	BERNESTINE, KAREN AND ARTHUF	23719	NEW ENGLAND DR	92553-6065	BERNESTINE ARTHUR V	23719 NEW ENGLAND DR	MORENO V	92553	332.40	33.24	65.82	431.44
89055663009	296272017	684277	BELASO, REMY (OWNR)	23733	NEW ENGLAND DR	92553-6065	BELUSO REMY	P O BOX 1544	MORENO V	92556	188.00	18.80	37.22	244.02
97588163004	296231013	684277	RIVERA, LETICIA (RENT)	13533	NEW HAVEN DR	92553-3408	LEE MICHAEL HAO HUA	13533 NEW HAVEN DR	MORENO V	92553	85.79	8.579	16.99	111.34
31630115004	296231007	684277	VERRUM, YESENIA	13551	NEW HAVEN DR	92553-3408	MARTINEZ FRANCISCO J	13551 NEW HAVEN DR	MORENO V	92553	55.40	5.54	10.97	71.90
93983465008	296241018	684277	PULIDO, AURORA	13631	NEW HAVEN DR	92553-3410	PULIDO ROGELIO	13631 NEW HAVEN DR	MORENO V	92553	255.29	25.53	50.55	331.36
97130945002	296241014	684277	GUTIERREZ, ERICKA (RENT)	13675	NEW HAVEN DR	92553-3410	GARCIA RUBEN	13675 NEW HAVEN DR	MORENO V	92553	255.40	25.54	50.57	331.50
31299585009	296241008	684277	DENSTITT, ROSHAWNA	13731	NEW HAVEN DR	92553-3481	DENSTITT BRANDEN	13731 NEW HAVEN DR	MORENO V	92553	255.18	25.518	50.53	331.22
31446515001	316030006	684277	NEWLIGHT MISSIONARY BAPTIST	16100	NEW LIGHT WAY	92551-7211	NEW LIGHT MISSIONARY BAPTIST CHUF	16100 NEW LIGHT WAY	MORENO V	92551	255.29	25.53	50.55	331.36
71014525006	304482013	684277	BROOKS, SANDRA	14578	NEWBURGH RD	92555-5742	LOPEZ MIGUEL A CERVANTES	14578 NEWBURGH RD	MORENO V	92555	284.20	28.42	56.27	368.88
31471345005	304482014	684277	GONZALEZ, KATHY & SALVADOR	14590	NEWBURGH RD	92555-5742	SOMCIO NORM	26826 CLAYSTONE DR	MORENO V	92555	332.64	33.26	65.86	431.76
31457125000	316063016	684277	CATLEDGE, PAUL	24844	NEWGARDEN ST	92551-7421	CATLEDGE PAUL L	24844 NEW GARDEN ST	MORENO V	92553	255.29	25.53	50.55	331.36
31246735009	316061022	684277	ESTRELLA, ROBERT	24865	NEWGARDEN ST	92551-7424	ESTRELLA DARLINE C	24865 NEWGARDEN ST	MORENO V	92551	186.13	18.61	36.85	241.58
31613305000	485042001	684277	RIOS, LEODORA	24282	NICOLE CT	92551-7668	PACHECO CARMELO	24282 NICOLE CT	MORENO V	92551	409.14	40.914	81.01	531.06
31108005004	485042003	684277	AMAYA, HERIBERTO	24302	NICOLE CT	92551-3626	AMAYA HERIBERTO	24302 NICOLE CT	MORENO V	92551	131.04	13.10	25.95	170.08
96025255009	485042019	684277	GUEVARA, ALICIA (RENT)	24333	NICOLE CT	92551-3627	NEGRETE RUBEN	24333 NICOLE CT	MORENO V	92551	255.40	25.54	50.57	331.50
97598245007	485042007	684277	ARMIJO, VANESSA M	24342	NICOLE CT	92551-3626	ZEPEDA FIDEL	22579 SOUTH WALK ST	MORENO V	92553	385.44	38.54	76.32	500.3
87853585006	485042017	684277	LANDEROS, VIOLET	24353	NICOLE CT	92551-3627	TOLSON WILLIAM ANDREW	17950 LASSEN ST NO 318	NORTHRID	91325	245.98	24.60	48.70	319.28
77299455001	485042013	684277	LOFTON, JAMES	24393	NICOLE CT	92551-3627	BANKS MICHAEL H	24801 PLUMTREE CT	MORENO V	92557	255.29	25.53	50.55	331.36
98229815018	473352002	684277	SARMIENTO, JESUS (OWNR)	11030	NIGHT SHADOW DR	92555-6579	SARMIENTO STEPHANIE L	11030 NIGHT SHADOW DR	MORENO V	92555	103.33	10.333	20.46	134.12
96289945007	487191021	684277	SUAREZ, DARLENE	12502	NINEBARK ST	92555-2221	SUAREZ JUAN P	12502 NINEBARK ST	MORENO V	92555	255.40	25.54	50.57	331.50
91126975009	479413006	684277	STINSON, RUBY	12555	NINEBARK ST	92553-4778	JOHNSON DEIDRA ANN	12555 NINEBARK ST	MORENO V	92553	255.29	25.53	50.55	331.36
91903855006	479413007	684277	DELT, DAVID	12565	NINEBARK ST	92553-4778	DELT MAKEY DAVID A	12565 NINEBARK ST	MORENO V	92553	332.40	33.24	65.82	431.44
95743985005	479413009	684277	ARVIZU, JOSE F	12583	NINEBARK ST	92553-4778	ARVIZU CZARINA	12583 NINEBARK ST	MORENO V	92553	332.16	33.216	65.77	431.14
31458665004	479412020	684277	MENDOZA, PHI (RENT)	12610	NINEBARK ST	92553-4781	DOAN TRI DUC	13671 YOCKEY ST	GARDEN G	92844	133.10	13.31	26.35	172.76
94527485008	479413014	684277	BRIGHT, JOHNNY (OWNR)	12631	NINEBARK ST	92553-4779	BRIGHT JOHNNY C	12631 NINEBARK ST	MORENO V	92553	164.40	16.44	32.55	213.38
96059415005	479412018	684277	CATOLIATO, CATHERINE AND OSC	12632	NINEBARK ST	92553-4781	CHEN MICHELLE LYNN	1569 HIGHBLUFF DR	DIAMOND	91765	33.51	3.351	6.63	43.48
70188055007	479413017	684277	ORTON BURGESS	12657	NINEBARK ST	92553-4779	BURGESS ORTON LYDELL	12657 NINEBARK ST	MORENO V	92553	474.72	47.47	93.99	616.18
70906325006	479413018	684277	JOHNSON, SAMUEL AND BERNICE	12665	NINEBARK ST	92553-4779	JOHNSON BERNICE	12665 NINEBARK ST	MORENO V	92553	332.40	33.24	65.82	431.44
96979685007	479413020	684277	PATTERSON, KELLEE AND GLEN (O	12683	NINEBARK ST	92553-4209	PATTERSON GLEN GORDON	12683 NINEBARK ST	MORENO V	92553	205.40	20.54	40.67	266.6
93721715000	479413027	684277	ORTIZ, SYLVIA A	12747	NINEBARK ST	92553-4780	LADDAGA OSCAR RICHARD	3848 SAN LORENZO RIVER RD	ONTARIO,	91761	255.29	25.53	50.55	331.36
94448125003	479542020	684277	MUTH, SOKHA (RENT)	12779	NINEBARK ST	92553-1210	12779 NINEBARK STREET TRUST	420 MCKINLEY ST NO 111	CORONA C	92879	82.68	8.268	16.37	107.3
95470205009	479552021	684277	ZAMORA, JOHN	12923	NINEBARK ST	92553-1211	ZAMORA JOHN M	12923 NINEBARK ST	MORENO V	92553	255.29	25.53	50.55	331.36
95480835006	479552017	684277	MOTLEY, SHARI	12971	NINEBARK ST	92553-1211	MOTLEY SHARI L	12971 NINEBARK ST	MORENO V	92553	255.29	25.53	50.55	331.36
72398825009	479562017	684277	EQUIHUA-ORTIZ, AGUSTIN	13061	NINEBARK ST	92553-6836	ORTIZ AGUSTIN EQUIHUA	13061 NINEBARK ST	MORENO V	92553	255.29	25.53	50.55	331.36
74098935000	479573031	684277	GONZALEZ, MARIO AND BLANCA	13130	NINEBARK ST	92553-6832	GONZALEZ MARIO	13130 NINEBARK ST	MORENO V	92553	332.40	33.24	65.82	431.44
31076495000	479571012	684277	RELIFORD, GREGORY	13133	NINEBARK ST	92553-6837	RELIFORD PAMELA	13133 NINEBARK ST	MORENO V	92553	332.40	33.24	65.82	431.44
86102075006	479573030	684277	HARRISON, CELIA (RENT)	13140	NINEBARK ST	92553-6832	LEW ROBERT K	3612 NORWICH PL	ROWLAND	91848	125.12	12.51	24.77	162.40
48688485005	479571015	684277	TUDUGALLA, ANO	13169	NINEBARK ST	92553-6838	TUDUGALLA SALILYA AJITHA	13169 NINEBARK ST	MORENO V	92553	332.40	33.24	65.82	431.44
31517905007	479572014	684277	ECHENIQUE, SILVANA	13186	NINEBARK ST	92553-6833	ECHENIQUE SILVANA	13186 NINEBARK ST	MORENO V	92553	255.29	25.53	50.55	331.36
31564815008	479571018	684277	MEDINA, ROBERT M	13217	NINEBARK ST	92553-0801	MEDINA ROBERTO	13217 NINEBARK ST	MORENO V	92553	232.40	23.24	46.02	301.64
31449865001	479571020	684277	DAVIDSON, LESLIE (RENT)	13247	NINEBARK ST	92553-0801	LEW ROBERT K	3612 NORWICH PL	ROWLAND	91848	179.04	17.90	35.45	232.38
31625035001	479643002	684277	GARCIA, MOISES	13346	NINEBARK ST	92553-6835	GARCIA MOISES	13346 NINEBARK ST	MORENO V	92553	255.40	25.54	50.57	331.50
83840985003	479591003	684277	TORREZ, ALICIA	13405	NINEBARK ST	92553-6855	NAVARRO RENE J TORRES	13405 NINEBARK ST	MORENO V	92553	361.31	36.13	71.54	468.98
89974033004	479591006	684277	VALENZUELA, ERNESTO (OWNR)	13447	NINEBARK ST	92553-6855	VALENZUELA ERNESTO	13447 NINEBARK ST	MORENO V	92553	255.40	25.54	50.57	331.50
81175295001	479591008	684277	HUGHES, LARRY (OWNR)	13475	NINEBARK ST	92553-6855	HUGHES LARRY C	13475 NINEBARK ST	MORENO V	92553	117.34	11.734	23.23	152.3
31275815001	479597002	684277	NEWTON, CAROLYN	13513	NINEBARK ST	92553-4852	NEWTON CAROLYN	13513 NINEBARK ST	MORENO V	92553	332.40	33.24	65.82	431.44
81804135000	479597008	684277	ROSENBROOK, ANN (OWNR)	13585	NINEBARK ST	92553-4852	ROSENBROOK MARK W	13585 NINEBARK ST	MORENO V	92553	255.29	25.53	50.55	331.36
81804135005	479542018	684277	GALINDO, CHRISTINA (RENT)	12803	NINEBARK ST	92553-4704	WILLOUGHBY, LYN	#REF!	MORENO V	#REF!	66.99	6.699	13.26	86.94
31297255002	486201001	684277	RODRIGUEZ, DANIEL AND VANNEY	15759	NINYA AVE	92551-4689	RODRIGUEZ DANIEL	15759 NINYA AVE	MORENO V	92551	255.40	25.54	50.57	331.50
89572373004	486201003	684277	PHILLIPS, GLYNI	15775	NINYA AVE	92551-4689	FRIZZELL WILLIAM D	6208 APPIAN WAY	RIVERSIDE	92506	116.98	11.698	23.16	151.84
92755965006	486202006	684277	TREJO EMMA	15808	NINYA AVE	92551-4685	TREJO SERAFIN Z	15808 NINYA AVE	MORENO V	92551	255.29	25.53	50.55	331.36

31353265001	486202005	684277	MOORE, LISA	15820	NINYA AVE	92551-4685	MOORE CLARENCE	15820 NINYA AVE	MORENO V	92551	255.29	25.53	50.55	331.36
65632695007	486202004	684277	LOPEZ, BEVERLY (RENT)	15830	NINYA AVE	92551-4685	LEW CONNIE K	5115 WILSHIRE BLV NO 507	LOS ANGEL	90036	255.40	25.54	50.57	331.50
60556675007	486202003	684277	MAY, GREENWOOD T AND JUDY G	15838	NINYA AVE	92551-4685	MAY GREENWOOD T	15838 NINYA AVE	MORENO V	92551	255.29	25.53	50.55	331.36
86441773001	486211002	684277	MCALPIN, ROCHELLE	15847	NINYA AVE	92551-4686	MCALPIN ROCHELLE	15847 NINYA AVE	MORENO V	92551	255.29	25.53	50.55	331.36
31308265005	486211003	684277	MEZA, ALEJANDRO	15855	NINYA AVE	92551-4683	MEZA ALEJANDRO	15855 NINYA AVE	MORENO V	92551	255.29	25.53	50.55	331.36
31076445001	486202001	684277	MORRISON, KENNETH	15856	NINYA AVE	92551-4684	MORRISON KENNETH W	15856 NINYA AVE	MORENO V	92551	284.20	28.42	56.27	368.88
96604075009	486211007	684277	BUCHANAN, JOSHUA (RENT)	15887	NINYA AVE	92551-4683	BUCHANAN MICHAEL L	15887 NINYA AVE	MORENO V	92551	255.29	25.53	50.55	331.36
31598875003	486211008	684277	SANCHEZ, ENRIQUE	15895	NINYA AVE	92551-4683	CABRERA TERESA	18754 ALTARIO ST	LA PUENTE	91744	255.40	25.54	50.57	331.50
97097415004	486211011	684277	MERCADO, SUSAN (OWNR)	15919	NINYA AVE	92551-4617	MERCADO SUSAN C	15919 NINYA AVE	MORENO V	92551	255.29	25.53	50.55	331.36
96786455004	486211013	684277	BARNES, DEVIN (RENT)	15935	NINYA AVE	92551-4617	AGUILAR GERARDO	15935 NINYA AVE	MORENO V	92551	255.40	25.54	50.57	331.50
31097595005	486212006	684277	BENZOR, JOANNE	15942	NINYA AVE	92551-4613	BENZOR CLARA L	23692 LEMON AVE	PERRIS CA	92570	255.40	25.54	50.57	331.50
83292405009	486212004	684277	SAWYER, CHANTEL	15960	NINYA AVE	92551-4613	SAWYER CYNTHIA A	15960 NINYA AVE	MORENO V	92551	409.88	40.99	81.16	532.02
92601773002	486212001	684277	COLLINS, TANYA	15984	NINYA AVE	92551-4611	HERNANDEZ RUTHIE M	15984 NINYA AVE	MORENO V	92551	284.20	28.42	56.27	368.88
92601773007	486212005	684277	HOPKINS, SHERRICE (RENT)	15952	NINYA AVE	92551-4613	NIZAMI MOBIN	#REF!	#REF!	#REF!	139.36	13.936	27.59	180.88
96094115005	312042032	684277	ROBLES, DANNY AND EUNICE	16025	NIPPET LN	92551-9260	CAMARGO JOEL	36557 OAK MEADOWS PL	MURRIETA	92562	255.40	25.54	50.57	331.50
91492675008	312042027	684277	ALTHEIDE, MATTHEW	16095	NIPPET LN	92551-1112	ALTHEIDE MATTHEW	16095 NIPPET LN	MORENO V	92551	135.29	13.53	26.79	175.60
91516773003	312042022	684277	GUTIERREZ, CYNTHIA (RENT)	16165	NIPPET LN	92551-9264	GUTIERREZ LETTY	16165 NIPPET LN	MORENO V	92551	255.40	25.54	50.57	331.50
64275685008	312041026	684277	ESCOBAR, SAUL	16202	NIPPET LN	92551-1114	ESCOBAR SAUL	16202 NIPPET LN	MORENO V	92551	255.18	25.518	50.53	331.22
91560833009	481031015	684277	MONTES, DAVID (OWNR)	12020	NITA DR	92557-7210	MONTES DAVID	12020 NITA DR	MORENO V	92557	128.14	12.81	25.37	166.32
60187925009	481033012	684277	SANCHEZ, CARLOS	12021	NITA DR	92557-7211	HOLGUIN ANDRES	12021 NITA DR	MORENO V	92557	191.77	19.18	37.97	248.90
66068135001	481033011	684277	STEWART, SHANNON	12031	NITA DR	92557-7211	MONZON REINERIO A	5842 E PINYON PINE DR	ORANGE C	92869	260.89	26.09	51.66	338.62
91526145005	481033010	684277	ROBLES, JOHNATHAN	12041	NITA DR	92557-7211	ROBLES JONATHAN	12041 NITA DR	MORENO V	92557	255.18	25.518	50.53	331.22
31424565007	481033006	684277	CASTANEDA, EDITH	12083	NITA DR	92557-7211	CASTANEDA PLACIDO	12083 NITA DR	MORENO V	92557	117.29	11.73	23.22	152.24
31321205001	481043010	684277	CASTANEDA, SOLEDAD	12149	NITA DR	92557-7213	CASTANEDA SOLEDAD	12149 NITA DR	MORENO V	92557	255.29	25.53	50.55	331.36
31268715007	481041018	684277	ZAMORA, JUAN (OWNR)	12166	NITA DR	92557-7212	ZAMORA JUAN I	12166 NITA DR	MORENO V	92557	61.40	6.14	12.16	79.68
31126095007	481043005	684277	MARTIN, CHARLES	12197	NITA DR	92557-7213	HOME EXPO FINANCIAL INC	P O BOX 9818	MORENO V	92552	255.40	25.54	50.57	331.50
62092685009	481041026	684277	LEYVA, BRENDA	12248	NITA DR	92557-7212	LAWRENCE JAMES E	P O BOX 390792	ANZA CA	92539	255.29	25.53	50.55	331.36
31596925007	474453001	684277	SMITH, ELNORA	10864	NOBLEWOOD RD	92557-4033	SMITH ELNORA	10864 NOBLEWOOD RD	MORENO V	92557	255.29	25.53	50.55	331.36
62671215009	482594005	684277	JACKSON, SHANILTON (RENT)	24833	NOGAL ST	92553-5845	KWAN DOMINIC	1129 S CALIFORNIA ST	SAN GABR	91776	117.75	11.775	23.31	152.82
87779745000	482592014	684277	GRIFFIN, ANDREA	24910	NOGAL ST	92553-5829	LY THANH	8472 20TH PL	WESTMINS	92683	304.87	30.49	60.36	395.72
94432075007	291172004	684277	NORIEGA, OLGA	13838	NOLZE PL	92553-8235	NORIEGA ADOLFO	13838 NOLZE PL	MORENO V	92553	155.29	15.53	30.75	201.56
60261865004	304110023	684277	ESTRADA, CHERLY	14888	NORFOLK CIR	92555-7064	ESTRADA FERNANDO	14888 NORFOLK CIR	MORENO V	92555	125.54	12.55	24.86	162.94
31488715001	304110021	684277	THOMPSON-MOORE, MARY (REN	14908	NORFOLK CIR	92555-7064	CHUONG VAN	15573 LUJON ST	HACIENDA	91745	85.24	8.52	16.88	110.64
95320445006	486151026	684277	RICKER, THOMAS AND MAYRA (RE	15398	NORMANDO CT	92551-7068	STOVER FREDERICK	P O BOX 428	COLTON C	92324	179.65	17.965	35.57	233.18
97162115009	316122016	684277	GRANADOS, EVANGELINA	24598	NORTHERN DANCER DR	92551-7461	GRANADOS MARK	24598 NORTHERN DANCER DR	MORENO V	92551	332.16	33.216	65.77	431.14
96603505001	316122011	684277	WILLIAMS, SHAWNDRA AND JASO	24627	NORTHERN DANCER DR	92551-7412	WILLIAMS SHAWNDRA O	24627 NORTHERN DANCER DR	MORENO V	92551	332.64	33.26	65.86	431.76
88969663002	316132012	684277	JAUREGUI, MONICA	24867	NORTHERN DANCER DR	92551-7401	CISNEROS FIDEL MUNOZ	24867 NORTHERN DANCER DR	MORENO V	92551	299.82	29.98	59.36	389.16
61457165004	316132011	684277	CORTEZ, JOSE AND PATRICIA	24879	NORTHERN DANCER DR	92551-7401	CORTEZ JOSE	10049 CARTAGENA DR	MORENO V	92557	255.40	25.54	50.57	331.50
31177345008	316132010	684277	WASHINGTON, THOMAS	24891	NORTHERN DANCER DR	92551-7401	WASHINGTON THOMAS C	24891 NORTHERN DANCER DR	MORENO V	92551	293.50	29.35	58.11	380.96
97570615008	316132003	684277	CARDENAS, JESUS AND MONICA B	24975	NORTHERN DANCER DR	92551-7402	CARDENAS JESUS	24975 NORTHERN DANCER DR	MORENO V	92551	255.29	25.53	50.55	331.36
60149575002	316133030	684277	BRAVO, LIZETTE (RENT)	24986	NORTHERN DANCER DR	92551-7403	BARONA DANIEL A	24986 NORTHERN DANCER DR	MORENO V	92551	28.14	2.81	5.57	36.52
31486205002	474353004	684277	ACOSTA, VANESSA	26240	NORTHSHORE DR	92555-1736	PRATS ROSA MARIA	26240 NORTHSHORE DR	MORENO V	92555	326.45	32.65	64.64	423.72
81751765000	485084006	684277	VELASCO, MARIA	15053	NORTON LN	92551-4058	VELAZCO SERGIO	15053 NORTON LN	MORENO V	92551	105.29	10.53	20.85	136.66
92581145009	485084007	684277	MUNOZ, JUANA	15065	NORTON LN	92551-4058	MUNOZ BASILIO	15065 NORTON LN	MORENO V	92551	92.06	9.21	18.23	119.48
31103845009	485083001	684277	BACAJAL, FELIPE (RENT)	15152	NORTON LN	92551-4066	ULLAH AHMED	1425 N MARYLAND AVE	GLENDALE	91207	63.63	6.363	12.60	82.58
96443495004	485093007	684277	ARSENE, MARUELL (RENT)	15176	NORTON LN	92551-4066	THOMPSON LESTER W	15176 NORTON LN	MORENO V	92551	255.40	25.54	50.57	331.50
86134783000	291552013	684277	PRICE, MIKE R	12799	NORWICH CT	92553-1869	PRICE MIKE	12799 NORWICH CT	MORENO V	92553	326.45	32.65	64.64	423.72
95137335007	291552015	684277	DELAO, LOUIS (RENT)	12800	NORWICH CT	92553-1870	AZZU ANNE	22669 PARKHAM ST	MORENO V	92553	225.93	22.59	44.73	293.24
93544455000	291552016	684277	MERCHANT, HOWARD	12810	NORWICH CT	92553-1870	LIST TERRY	12810 NORWICH CT	MORENO V	92553	255.29	25.53	50.55	331.36
96794935008	291552017	684277	SIMON, CHERIE (RENT)	12820	NORWICH CT	92553-1870	LAPRAIRIE FERN	P O BOX 1053	SAN JACIN	92581	245.29	24.529	48.57	318.38
90193003004	475263015	684277	SINGLETON, KAREN (OWNR)	11774	NOTNIL CT	92557-6347	SINGLETON RICKEY H	11774 NOTNIL CT	MORENO V	92557	255.40	25.54	50.57	331.50
31565705008	475263013	684277	LIST, CHRIS (OWNR)	11775	NOTNIL CT	92557-6347	LIST CHRIS L	11775 NOTNIL CT	MORENO V	92557	91.66	9.17	18.15	118.96
53908735007	478393002	684277	GASPARD, AUDREY P	13351	NOTTINGHAM AVE	92555-8412	GASPARD GOURDET	16190 ISLA MARIA CIR	MORENO V	92551	332.40	33.24	65.82	431.44
59956735000	478391008	684277	BROWN, MILTON AND ANGELA	13376	NOTTINGHAM AVE	92555-8412	BROWNE MILTON O	13376 NOTTINGHAM AVE	MORENO V	92555	255.29	25.53	50.55	331.36
96738655003	486442027	684277	FREDERICK, SHARON	26089	NUBLADO CIR	92551-1636	FREDERICK SHARON	26089 NUBLADO CIR	MORENO V	92551	255.40	25.54	50.57	331.50
95959835009	486442022	684277	FOSTER, KAREN	26090	NUBLADO CIR	92551-1636	FOSTER MICHAEL D	26090 NUBLADO CIR	MORENO V	92551	128.03	12.80	25.35	166.18
31283665006	486442026	684277	LOPEZ, MARTIN (OWNR)	26099	NUBLADO CIR	92551-1636	LOPEZ MARTIN	26099 NUBLADO CIR	MORENO V	92551	255.40	25.54	50.57	331.50
91730585000	308581012	684277	CHERRYE, CHERRY (RENT)	26849	NUCIA DR	92555-4985	NELSON ANTHONY F	26859 NUCIA DR	MORENO V	92555	250.01	25.00	49.50	324.50
92814053002	308582041	684277	BUSH, KEN (OWNR)	26876	NUCIA DR	92555-4983	BUSH KENNETH	26876 NUCIA DR	MORENO V	92555	155.18	15.518	30.73	201.42
96395855000	308582046	684277	PEARSON,LONNIE (RENT)	26926	NUCIA DR	92555-4983	DEVNANI SANJAY	24826 ALEXANDRA CT	CALABASA	91302	195.65	19.57	38.74	253.94
80351195000	308582047	684277	CASTILLON, PATRICIA	26936	NUCIA DR	92555-4983	CASTELLON ANDRES V	26936 NUCIA DR	MORENO V	92555	256.05	25.61	50.70	332.34
97247765001	308582048	684277	CABRERA, PATRICIA	26946	NUCIA DR	92555-4984	CABRERA SABINO OCAMPO	26946 NUCIA DR	MORENO V	92555	205.18	20.518	40.63	266.32
96531443007	308582051	684277	BAILEY, DARRCEL (OWNR)	26976	NUCIA DR	92555-4984	MV HOMES	1000 DOVE ST STE 100	NEWPORT	92660	191.77	19.18	37.97	248.90
96836385002	308582052	684277	CRISOLOGO, NARCISO	26986	NUCIA DR	92555-4984	CRISOLOGO NARCISO G	26986 NUCIA DR	MORENO V	92555	255.29	25.53	50.55	331.36
70184245007	486385018	684277	WALLER, JASON (RENT)	15570	NUECES CT	92551-1933	PEARSON FRANK VICTOR	15570 NUECES CT	MORENO V	92551	332.64	33.26	65.86	431.76

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31377315000	479644007	684277	POLLAK, JOHN	13264	NUTMEG ST	92553-6862	POLLAK JOHN R	13264 NUTMEG ST	MORENO V	92553	191.66	19.17	37.95	248.76
54231995008	479644014	684277	BURTLE, CLINTON AND RACHEL (R	13324	NUTMEG ST	92553-0808	KURD MISTO BAHJAT	8 FREMONT	COTO DE C	92679	267.32	26.71	52.89	346.72
64480015005	479592009	684277	RANGEL, ESPERANZA	13419	NUTMEG ST	92553-6861	RANGEL ESPERANZA	13419 NUTMEG ST	MORENO V	92553	191.66	19.17	37.95	248.76
96760235006	291371024	684277	SMITH, ANNETTE (RENT)	13050	OAK DELL ST	92553-7834	MCDANIEL ELVIRA	13050 OAKDELL ST	MORENO V	92553	255.40	25.54	50.57	331.50
66769155009	291371022	684277	RODRIGUEZ, CHRISTIAN	13064	OAK DELL ST	92553-7899	SMITH KAREN RODRIGUEZ	13064 OAK DELL ST	MORENO V	92553	333.80	33.38	66.09	433.26
93313143006	291374032	684277	NETWIG, CHAD (RENTR)	13113	OAK DELL ST	92553-7898	MS FORTUNE	18588 GLASS MOUNTAIN DR	RIVERSIDE	92504	26.28	2.628	5.20	34.1
97039873009	291374039	684277	HAMMONS, SIDNEY (RENT)	13169	OAK DELL ST	92553-7837	LEBRILLA ARMAND	13169 OAK DELL ST	MORENO V	92553	255.40	25.54	50.57	331.50
63011715002	291371009	684277	FLORES, JOSEPH	13176	OAK DELL ST	92553-7838	MARTINEZ DIMAS	13176 OAK DELL ST	MORENO V	92553	132.55	13.255	26.24	172.04
85944955007	291372013	684277	BEASLEY, ASHLEY (RENT)	13213	OAK DELL ST	92553-7839	NAVAR ROGELIO	13213 OAK DELL ST	MORENO V	92553	216.60	21.66	42.89	281.14
92933175005	291371003	684277	DAVIS, MICHAEL	13220	OAK DELL ST	92553-6421	DAVIS STEPHANIE P	13220 OAK DELL ST	MORENO V	92553	509.31	50.93	100.84	661.08
31078585007	291371001	684277	OLSON, THOMAS	13240	OAK DELL ST	92553-6421	OLSON THOMAS L	13240 OAK DELL ST	MORENO V	92553	255.29	25.53	50.55	331.36
31406645008	291312001	684277	RUBIO, ISABEL	13250	OAK DELL ST	92553-6422	RUBIO ISABEL C	13250 OAK DELL ST	MORENO V	92553	23.66	2.37	4.68	30.70
96351655005	291312008	684277	VALENCIA, LORANA	13356	OAK DELL ST	92553-6424	VALENCIA JAVIER TORRES	13356 OAK DELL ST	MORENO V	92553	255.29	25.53	50.55	331.36
83045405001	488133013	684277	WESLEY, BRIAN (RENT)	27086	OAK RIDGE RD	92555-4525	MITCHELL HOPKINS SYLVIA	27086 OAK RIDGE RD	MORENO V	92555	469.35	46.94	92.93	609.20
96508355001	488133011	684277	GARCIA, RONALD	27110	OAK RIDGE RD	92555-4525	BAC HOME LOANS SERVICING	1800 TAPO CANYON SV2202	SIMI VALLE	93063	127.92	12.792	25.33	166.04
97860445009	488132033	684277	BUCOL, LALAINE	27147	OAK RIDGE RD	92555-4526	BUCOL EUFEMIO	27147 OAK RIDGE RD	MORENO V	92555	255.18	25.518	50.53	331.22
67755365003	478352003	684277	O'SHEA, ROY	13690	OAKLEY DR	92555-6020	CARDENAS LUCY	13690 OAKLEY DR	MORENO V	92555	255.29	25.53	50.55	331.36
91037105001	484134004	684277	JAMMAL, SYED	25273	OAKSTONE CT	92553-4420	ARAIZA MARIA E GONZALEZ	25273 OAKSTONE CT	MORENO V	92553	191.66	19.17	37.95	248.76
85098075007	484132012	684277	WILLIAMS, DEBRA	25274	OAKSTONE CT	92553-4419	HARRIS JEROME C	P O BOX 2999	VICTORVIL	92392	361.60	36.16	71.60	469.34
84530135008	484132015	684277	ESPINOZA, CHARLOTTE (OWNR)	25310	OAKSTONE CT	92553-4419	ESPINOZA CHARLOTTE ABIGAIL	25310 OAKSTONE CT	MORENO V	92553	224.70	22.47	44.49	291.66
97064915009	484132020	684277	JOHNSON, CLARENCE	25370	OAKSTONE CT	92553-4419	JOHNSON DORIS M	25370 OAKSTONE CT	MORENO V	92553	249.31	24.93	49.36	323.60
70609045005	486385022	684277	CARMICHEAL, ORA	15525	OCANA LN	92551-1950	MEANS CAMPER KATHLEEN E	15525 OCANA LN	MORENO V	92551	332.40	33.24	65.82	431.44
91766123001	256333029	684277	ROJAS, NORMA	21256	OCASEY CT	92557-8422	ROJAS JAVIER G	21256 OCASEY CT	MORENO V	92557	255.29	25.53	50.55	331.36
97101795004	304164005	684277	WALLACE, PAULA	27185	OCEAN DUNES ST	92555-4914	WALLACE ANDRE RUIN	27185 OCEAN DUNES ST	MORENO V	92555	255.40	25.54	50.57	331.50
31350065009	304163007	684277	SINCLAIR, CARRIE	27190	OCEAN DUNES ST	92555-4913	FERGUSON DIONETTE	27190 OCEAN DUNES ST	MORENO V	92555	255.29	25.53	50.55	331.36
66883375002	304202019	684277	LEWIS, JOEL	27285	OCEAN DUNES ST	92555-4916	LEWIS JOEL	27285 OCEAN DUNES ST	MORENO V	92555	255.18	25.518	50.53	331.22
98319315012	304202018	684277	PEREZ, MR AND MRS CARLOS	27295	OCEAN DUNES ST	92555-4916	PEREZ ILLBRED G	27295 OCEAN DUNES ST	MORENO V	92555	120.69	12.07	23.90	156.64
60863725007	304201020	684277	ROWLAND, SHAKIMA (RENT)	27420	OCEAN DUNES ST	92555-4919	DINH TIEN NGOC	4052 HUMBOLDT LN	YORBA LIN	92886	90.47	9.05	17.91	117.42
94351625004	304201024	684277	SALCIDO, YVONNE	27460	OCEAN DUNES ST	92555-4919	SALCIDO YVONNE	27460 OCEAN DUNES ST	MORENO V	92555	255.40	25.54	50.57	331.50
31382775003	484212014	684277	ZUNIGA, URIEL AND GLADYS	25260	OCONTO CT	92553-7166	ZUNIGA URIEL	25260 OCONTO CT	MORENO V	92553	255.40	25.54	50.57	331.50
87426555007	484111011	684277	MARQUEZ, SHEILA	25030	OCOTILLO AVE	92553-4440	MARQUEZ EDWARD A	25030 OCOTILLO AVE	MORENO V	92553	255.29	25.53	50.55	331.36
93814605006	484111008	684277	JUAREZ, ENRIQUE	25070	OCOTILLO AVE	92553-4440	JUAREZ ENRIQUE	25070 OCOTILLO AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31227585000	481301026	684277	MCNIEL, CHRIS	12007	ODESSA DR	92557-7839	MCNIEL CHRISTOPHER	12007 ODESSA DR	MORENO V	92557	255.29	25.53	50.55	331.36
31520805002	481302003	684277	DODSON, MITCHELL	12030	ODESSA DR	92557-7825	DODSON MITCHELL	12030 ODESSA DR	MORENO V	92557	255.29	25.53	50.55	331.36
92934995001	481301024	684277	MITCHEL, TONIA	12031	ODESSA DR	92557-7839	MITCHELL TONIA	12031 ODESSA DR	MORENO V	92557	235.29	23.53	46.59	305.40
54236935000	481302005	684277	ROMO-LOPEZ, SANDRA	12050	ODESSA DR	92557-7825	OCEGUEDA MARIA GUADALUPE	12050 ODESSA DR	MORENO V	92557	255.18	25.518	50.53	331.22
96231245006	481302007	684277	RODRIGUEZ, GRAGLEIA	12076	ODESSA DR	92557-7825	FEDERAL NATL MORTGAGE ASSN	2001 BISHOPS GATE BLV	MT LAURE	8054	182.55	18.26	36.14	236.94
92927045005	481302008	684277	UDEOGARNYA , DOBONAVENTURI	12088	ODESSA DR	92557-7825	UDEOGARANYA BONAVENTURE O	12088 ODESSA DR	MORENO V	92557	55.40	5.54	10.97	71.9
31546795009	481301023	684277	FLORES, ANGEL (OWNR)	12089	ODESSA DR	92557-7839	BITTNER CHRISTOPHER M	12089 ODESSA DR	MORENO V	92557	191.77	19.18	37.97	248.90
63106495006	481302009	684277	OSBORNE, MARTIN AND MEURELE	12098	ODESSA DR	92557-7825	MARTIN MEARLENE	12098 ODESSA DR	MORENO V	92557	255.29	25.53	50.55	331.36
31371455003	481301022	684277	GUTIERREZ, RAFAEL (RENT)	12109	ODESSA DR	92557-7839	CERVANTES MARIA MERCEDES	12109 ODESSA DR	MORENO V	92557	120.20	12.02	23.80	156.00
31100905002	481301018	684277	OLEA, CHRISTINA	12151	ODESSA DR	92557-7839	GONZALEZ CONSUELO	12151 ODESSA DR	MORENO V	92553	155.40	15.54	30.77	201.70
93385085006	481302014	684277	KENNERSON, RHONDA	12152	ODESSA DR	92557-7838	KENNERSON RHONDA	12152 ODESSA DR	MORENO V	92557	332.40	33.24	65.82	431.44
93013305008	475293012	684277	SILVA, JOHN	11901	OHIO ST	92557-6432	SILVA JOAO	11901 OHIO ST	MORENO V	92557	255.40	25.54	50.57	331.50
66486205000	475293015	684277	CARDENAS, RAMON	11927	OHIO ST	92557-6432	CARDENAS RAMON D	11927 OHIO ST	MORENO V	92557	255.40	25.54	50.57	331.50
31290745005	479454009	684277	GUILBAULT, ERICK (RENT)	13160	OILNUT CT	92553-6869	NAVARRO MARICELA	13160 OILNUT CT	MORENO V	92553	255.40	25.54	50.57	331.50
31287785002	308362026	684277	JONES, DIANA	26353	OLD ANVIL LN	92555-2935	RIVERA MAX P	15670 LASSELLE ST NO H	MORENO V	92551	255.29	25.53	50.55	331.36
31639215004	308362039	684277	ALCANTAR, DANIEL	26440	OLD ANVIL LN	92555-2939	ALCANTAR DANIEL E	26440 OLD ANVIL LN	MORENO V	92555	133.03	13.303	26.34	172.66
87486295006	474453020	684277	MABON, DANIEL (OWNR)	24097	OLD COUNTRY RD	92557-4003	MABON DANIEL CHRISTOPHER	24097 OLD COUNTRY RD	MORENO V	92557	255.40	25.54	50.57	331.50
97729683005	474453019	684277	SEJA, SALLY	24105	OLD COUNTRY RD	92557-4003	SEJA SALLY MARTINEZ	24105 OLD COUNTRY RD	MORENO V	92557	282.64	28.26	55.96	366.86
60281915002	474441014	684277	MOSHER, MOE	24288	OLD COUNTRY RD	92557-4007	MOSHER MOE S	24288 OLD COUNTRY RD	MORENO V	92557	255.29	25.53	50.55	331.36
95526255007	474432006	684277	HERRERA, MILDRED	24380	OLD COUNTRY RD	92557-4010	ROMERO MANUELA	P O BOX 53256	RIVERSIDE	92517	190.31	19.03	37.68	247.02
64372305003	474434002	684277	THOMAS, KATHLEEN	24383	OLD COUNTRY RD	92557-4008	THOMAS KATHLEEN S	24383 OLD COUNTRY RD	MORENO V	92557	255.29	25.53	50.55	331.36
57286815007	474432008	684277	WILLIAMS, MICHEALA	24406	OLD COUNTRY RD	92557-4010	WILLIAMS MICHEALA J	24406 OLD COUNTRY RD	MORENO V	92557	55.29	5.53	10.95	71.76
51364065005	479291009	684277	MIRAMONTES-DE LUNA, ARMAND	25244	OLD FARM ST	92553-4329	DIAZ CRISTINA	25244 OLD FARM ST	MORENO V	92553	255.29	25.53	50.55	331.36
31641715005	479290003	684277	GONSALEZ, DEOSELINA (RENT)	25251	OLD FARM ST	92553-4343	RAMIREZ JOHANNA	25251 OLD FARM ST	MORENO V	92553	63.63	6.363	12.60	82.58
31341895004	479291006	684277	ALEXANDER, DONZELL	25286	OLD FARM ST	92553-4329	REYES MAGALLY	25286 OLD FARM ST	MORENO V	92553	255.29	25.53	50.55	331.36
31053735009	479290006	684277	DOMINGUEZ, MARGARITO	25289	OLD FARM ST	92553-4343	DOMINGUEZ MARGARITO	25289 OLD FARM ST	MORENO V	92553	255.29	25.53	50.55	331.36
31346515003	479461001	684277	PRADO, HERNAN AND ROSALINDA	25386	OLD FARM ST	92553-4328	PRADO HERNAN ANTONIO	25386 OLD FARM ST	MORENO V	92553	255.29	25.53	50.55	331.36
90261745004	479461006	684277	ALONGI, PAUL	25442	OLD FARM ST	92553-4376	ALONGI PAUL S	25442 OLD FARM ST	MORENO V	92553	332.40	33.24	65.82	431.44
93789515009	292083012	684277	BURKS, ROBERT	23313	OLD VALLEY DR	92553-5654	BURKS ROBERT W	23313 OLD VALLEY DR	MORENO V	92553	332.40	33.24	65.82	431.44
31638595006	292092051	684277	SANTOS, MARGIE	23343	OLD VALLEY DR	92553-5654	GUTIERREZ RICHARD D	23343 OLD VALLEY DR	MORENO V	92553	255.40	25.54	50.57	331.50
1.00839E+11	292092046	684277	AFEMATA, VERA (RENT)	23401	OLD VALLEY DR	92553-5656	CHAN ALBERT TSAN	5270 LA CRESCENTA	YORBA LIN	92887	169.13	16.913	33.49	219.52
31069515001	292092045	684277	JOHNSON, JEFFREY	23421	OLD VALLEY DR	92553-5656	JOHNSON JEFFERY OWEN	23421 OLD VALLEY DR	MORENO V	92553	255.29	25.53	50.55	331.36
96637615006	292093003	684277	GALLEGOS, JAVIER (RENT)	23440	OLD VALLEY DR	92553-5655	GALLEGOS EMILIO	23440 OLD VALLEY DR	MORENO V	92553	255.40	25.54	50.57	331.50

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31386525007	292093004	684277	ROCHA, ALBERT	23454	OLD VALLEY DR	92553-5655	ROCHA ALBERT A	23454 OLD VALLEY DR	MORENO V	92553	332.40	33.24	65.82	431.44
93181523007	488200019	684277	COTE, DEBORAH (OWNR)	13635	OLIVER ST	92555-5621	COTE JOHN EDWARD	13635 OLIVER ST	MORENO V	92555	255.40	25.54	50.57	331.50
31449815002	488200020	684277	VILLALOBOS, JOANNE	13715	OLIVER ST	92555-5623	VILLALOBOS JOANN	13715 OLIVER ST	MORENO V	92555	255.29	25.53	50.55	331.36
92246455008	304181005	684277	WILLIAMS, CLARENCE	15605	OLIVER ST	92555-4906	MCMAHAN ETTA S	4000 HEPBURN AVE	LOS ANGEL	90008	255.29	25.53	50.55	331.36
72130065005	304181003	684277	SLADE, ROBERT	15625	OLIVER ST	92555-4906	SLADE ROBERT L	15625 OLIVER ST	MORENO V	92555	249.33	24.93	49.37	323.62
83317795002	304182005	684277	TAMAYO, ALEXANDRA	15640	OLIVER ST	92555-4905	TAMAYO JOSE	15640 OLIVER ST	MORENO V	92555	255.18	25.518	50.53	331.22
48432465002	304182013	684277	BEAM, PHILIP	15720	OLIVER ST	92555-4908	CHAO SHIAO CHIN	P O BOX 80596	SAN MARII	91118	255.18	25.518	50.53	331.22
64055675006	304182018	684277	MEZA, RONALD (OWNR)	15770	OLIVER ST	92555-4908	MEZA RONALD A	15770 OLIVER ST	MORENO V	92555	48.92	4.89	9.69	63.48
93958125002	304212001	684277	PIERSON, DEBRA (RENT)	15830	OLIVER ST	92555-4910	HUYNH KIET	107 COSTA BRAVA	IRVINE CA	92620	141.77	14.18	28.07	184.00
85355855007	304213005	684277	GARCIA, ANTONIO (OWNR)	15851	OLIVER ST	92555-4912	GARCIA ANTONIO	15851 OLIVER ST	MORENO V	92555	129.81	12.981	25.70	168.48
91411025005	304212004	684277	KING, LAKISHA	15854	OLIVER ST	92555-4910	WANG ALLEN KAI	1015 S 9TH AVE	ARCADIA (	91006	28.14	2.814	5.57	36.52
31483795005	312153003	684277	SANDOVAL, NATIVIDA	25162	OMAHA DR	92551-2400	SANDOVAL NATIVIDAD	25162 OMAHA DR	MORENO V	92551	255.29	25.53	50.55	331.36
91115783002	312153002	684277	ALMARAZ, ANA (OWNR)	25172	OMAHA DR	92551-2400	VILLICANA MICHAEL	25172 OMAHA DR	MORENO V	92551	168.06	16.81	33.28	218.14
91683985007	312153001	684277	CAMACHO, LUIS	25182	OMAHA DR	92551-2400	CAMACHO LOUIS	25182 OMAHA DR	MORENO V	92551	205.29	20.53	40.65	266.46
95156885001	312152006	684277	BLACKMAN, ROBERT (OWNR)	25206	OMAHA DR	92551-2402	BLACKMAN ROBERT A	25206 OMAHA DR	MORENO V	92551	255.40	25.54	50.57	331.50
31391975002	487011005	684277	DAVENPORT, MARCUS AND SHERI	25760	ONATE DR	92557-7727	DEATON WENDE	10809 MORNING RIDGE DR	MORENO V	92557	332.64	33.26	65.86	431.76
88485595004	486442013	684277	AMBRIZ, MARIA	16165	ONDA CIR	92551-1645	GONZALEZ SILVESTRE	16165 ONDA CIR	MORENO V	92551	255.29	25.53	50.55	331.36
56269965002	486442006	684277	CRUZ, LORENZO AND LILIA (OWNF	16180	ONDA CIR	92551-1645	CRUZ LORENZO ISMAEL	16180 ONDA CIR	MORENO V	92551	191.77	19.18	37.97	248.90
31287865005	482122030	684277	REBOLLAR, JUAN CARLOS	24401	ONEIDA ST	92553-3371	REBOLLAR JUAN CARLOS	24401 ONEIDA ST	MORENO V	92553	28.14	2.81	5.57	36.52
31305495003	482123017	684277	ADAMS, CHERI AND LES (RENT)	24453	ONEIDA ST	92553-6258	GREEN EARLENE A	15760 COBRA DR	MORENO V	92551	137.82	13.782	27.29	178.88
94842235004	482122018	684277	BADILLO, OLIVIA	24508	ONEIDA ST	92553-3370	BADILLO OLIVIA	24508 ONEIDA ST	MORENO V	92553	255.40	25.54	50.57	331.50
31502925005	482123009	684277	VENEGAS-CRUZ, AMELIA	24525	ONEIDA ST	92553-3372	DEVENEGAS AMELIA CRUZ	24525 ONEIDA ST	MORENO V	92553	255.29	25.53	50.55	331.36
31279675002	482122016	684277	BENITEZ, ANGELICA (RENT)	24538	ONEIDA ST	92553-3370	NEGRETE MARCELINO	17052 OAK ST	HUNTINGT	92647	472.14	47.21	93.48	612.82
31616215002	482122015	684277	GARCIA, JULISA (RENT)	24554	ONEIDA ST	92553-3370	COONTZ LINDA J	14175 ST TROPEZ CT	MORENO V	92553	255.40	25.54	50.57	331.50
94170905009	482123012	684277	CISNEROS, ARTHUR (OWN)	24561	ONEIDA ST	92553-3372	CISNEROS ARTHUR	24561 ONEIDA ST	MORENO V	92553	127.44	12.74	25.23	165.40
31467345003	482122014	684277	BARRIGA, MARVIN	24568	ONEIDA ST	92553-3370	BARRIGA MARVIN L	24568 ONEIDA ST	MORENO V	92552	63.03	6.30	12.48	81.80
62544825000	487510006	684277	SMITH, DAVID	26527	OPAL ST	92555-3821	MADRIGAL JOSE LUIS	26527 OPAL ST	MORENO V	92555	255.29	25.53	50.55	331.36
75004075007	487511011	684277	BOWLES, NICOLE (RENT)	26611	OPAL ST	92555-3823	HAMPTON NATL	735 HAMPTON RD	ARCADIA (	91006	91.06	9.106	18.03	118.18
97720825005	487513007	684277	HANDS, RONALD EW (RENT)	26616	OPAL ST	92555-3822	SCHWIER HARRY D	26616 OPAL ST	MORENO V	92555	220.78	22.078	43.71	286.56
31479325002	487513008	684277	SIMENTAL, JAVIER (RENT)	26628	OPAL ST	92555-3822	SIMENTAL JAVIER	26628 OPAL ST	MORENO V	92555	255.40	25.54	50.57	331.50
91662013005	487511009	684277	BELL, JENNI (OWNR)	26635	OPAL ST	92555-3823	HUNTER HALLEY ZACKARY	30157 SKIPSTONE WAY	MENIFEE C	92584	253.39	25.34	50.17	328.90
93728235006	487512007	684277	ROSENBLUM, BRUCE	26707	OPAL ST	92555-3824	ROSENBLUM BRUCE DAVID	26707 OPAL ST	MORENO V	92555	255.29	25.53	50.55	331.36
59047995003	473220079	684277	GOMEZ, TONY	11828	ORANGE GROVE CIR	92555-6564	GOMEZ TONY	11828 ORANGE GROVE CIR	MORENO V	92555	403.92	40.39	79.98	524.28
31553075006	473220080	684277	WALKER, PAUL	11841	ORANGE GROVE CIR	92555-6564	WALKER PAUL B	23645 LAKE VALLEY DR	MORENO V	92557	326.68	32.67	64.68	424.02
31541395004	474463013	684277	KIMSEY, TAMARA	24063	ORANGECREEK CIR	92557-4042	KIMSEY TAMARA L	24063 ORANGECREEK CIR	MORENO V	92557	229.78	22.98	45.50	298.24
31291425000	474463009	684277	GOWER, DAVID	24080	ORANGECREEK CIR	92557-4042	GOWER DAVID L	24080 ORANGECREEK CIR	MORENO V	92557	255.29	25.53	50.55	331.36
31441475000	312033017	684277	BAKER, JAMES	25319	ORBIT CT	92551-9247	BAKER JAMES C	25319 ORBIT CT	MORENO V	92551	255.29	25.53	50.55	331.36
31619805002	312033019	684277	ADAMS, EUGENE	25332	ORBIT CT	92551-9247	ADAMS EUGENE E	25332 ORBIT CT	MORENO V	92551	255.29	25.53	50.55	331.36
97505685009	312043002	684277	HENRY , JASMINE (RENT)	25392	ORBIT CT	92551-9247	TRAN EDWARD	3317 NEW HOGAN PL	WEST SACI	95691	255.40	25.54	50.57	331.50
50471065009	312043003	684277	MARTINEZ, ASUNCION (OWNR)	25404	ORBIT CT	92551-1116	MARTINEZ ASUNCION	25404 ORBIT CT	MORENO V	92551	287.17	28.72	56.86	372.74
96299725002	479461019	684277	REYNOLDS, APRELLA	25384	ORCHID CT	92553-6515	JENKINS CEDRIC G	18415 BLUE SKY ST	RIVERSIDE	92508	255.29	25.53	50.55	331.36
73228025005	479461016	684277	NOFRI, DAVID	25405	ORCHID CT	92553-4379	NOFRI CATHERINE M	489 DENSLOW AVE	LOS ANGEI	90049	255.40	25.54	50.57	331.50
31155815005	479461023	684277	YORKE, CAROL	25428	ORCHID CT	92553-4380	YORKE CAROL Y	25428 ORCHID CT	MORENO V	92553	255.29	25.53	50.55	331.36
58949815009	487284012	684277	MONARREZ, NATALIE	12830	ORLEANS DR	92555-2308	MONARREZ NATHALIE	12830 ORLEANS DR	MORENO V	92555	77.92	7.792	15.43	101.14
82631735000	487284011	684277	MADRIGAL, OMAR (OWNR)	12840	ORLEANS DR	92555-2308	MADRIGAL OMAR	12840 ORLEANS DR	MORENO V	92555	225.40	22.54	44.63	292.56
93159003002	487284008	684277	AGUILAR, ELIDA (OWNR)	12870	ORLEANS DR	92555-2356	AGUILAR DAVID	12870 ORLEANS DR	MORENO V	92555	255.29	25.53	50.55	331.36
31355305008	487284006	684277	CONLEY, ARELESSIA	12890	ORLEANS DR	92555-2356	CONLEY ALMOUTH W	12890 ORLEANS DR	MORENO V	92555	255.29	25.53	50.55	331.36
53819875006	482652025	684277	HURTADO, HENRY	24575	ORMISTA DR	92553-5326	HURTADO SOCORRO	24575 ORMISTA DR	MORENO V	92553	195.29	19.53	38.67	253.48
58294975006	482652024	684277	CASTANEDA, MARIA AND RAMON	24589	ORMISTA DR	92553-5326	CASTANEDA MARIA IMELDA	24589 ORMISTA DR	MORENO V	92553	127.70	12.77	25.28	165.74
97633595008	482653005	684277	CONTRERAS, SERGIO (OWNR)	24590	ORMISTA DR	92553-5325	CONTRERAS SERGIO	24590 ORMISTA DR	MORENO V	92553	255.40	25.54	50.57	331.50
94025025000	482652022	684277	ALLEN, RICHARD	24617	ORMISTA DR	92553-3804	ALLEN RICHARD	24617 ORMISTA DR	MORENO V	92553	255.29	25.53	50.55	331.36
92644065001	312041001	684277	RIOS, ANGELINA (RENT)	24632	ORMISTA DR	92553-3802	BROWN MICHELE M	25378 CEREMONY AVE	MORENO V	92551	63.63	6.363	12.60	82.58
72023605009	482653013	684277	CUNNINGHAM, ALICIA	24702	ORMISTA DR	92553-5328	CUNNINGHAM KEITH	24702 ORMISTA DR	MORENO V	92553	128.03	12.80	25.35	166.18
56192815008	482652015	684277	GUTIERREZ, ROSA	24715	ORMISTA DR	92553-5327	GUTIERREZ APRIL G	24715 ORMISTA DR	MORENO V	92553	332.40	33.24	65.82	431.44
54793735002	486402018	684277	CURRY, ANDREA (OWNR)	15805	ORO GLEN DR	92551-1906	CURRY ANDREA N	15805 ORO GLEN DR	MORENO V	92551	255.40	25.54	50.57	331.50
31111205006	486402015	684277	PLACENCIA, JUAN (OWNR)	15835	ORO GLEN DR	92551-1906	PLACENCIA JUAN M	15835 ORO GLEN DR	MORENO V	92551	255.40	25.54	50.57	331.50
31370135003	486403010	684277	TYRONDA, NEAL (RENT)	15840	ORO GLEN DR	92551-1905	LI PING AN ANDY	15840 ORO GLEN DR	MORENO V	92551	54.96	5.496	10.88	71.32
31428785002	486403009	684277	HOA, JANET (OWNR)	15850	ORO GLEN DR	92551-1905	HOA DAN	15850 ORO GLEN DR	MORENO V	92551	255.40	25.54	50.57	331.50
31476705008	486402012	684277	DUNCAN, LINDA (RENT)	15865	ORO GLEN DR	92551-1906	CARRION JOE MANUEL	15865 ORO GLEN DR	MORENO V	92551	260.89	26.09	51.66	338.62
31165375006	486402010	684277	TRIPLETT, RANDY	15885	ORO GLEN DR	92551-1906	FORD BRIAN J	32136 PASEO SAN ESTEBAN	TEMECULA	92592	255.29	25.53	50.55	331.36
90103405009	486401006	684277	ZAMBRANO, ISABEL (RENT)	15890	ORO GLEN DR	92551-1905	HODGE CARMEN	15890 ORO GLEN DR	MORENO V	92551	255.40	25.54	50.57	331.50
61182415006	486402009	684277	LEE, KHALILAH (RENT)	15895	ORO GLEN DR	92551-1906	KEKEEBHAI YOUSUF E	15895 ORO GLEN DR	MORENO V	92551	172.45	17.25	34.15	223.84
90594783009	487354002	684277	PADILLA, TIFFANY (RENT)	26103	OSHUA DR	92555-2407	KIRMANI TANVEER	26103 OSHUA DR	MORENO V	92555	332.64	33.26	65.86	431.76
94815843002	487361052	684277	JEREZANO, AUSTREBERTA	26187	OSHUA DR	92555-2408	JEREZANO AUSTREBERTA	22883 MISSION BELLS ST	CORONA (	92883	191.66	19.17	37.95	248.76
58153195008	487361051	684277	REYES, EVANGELINA	26195	OSHUA DR	92555-2408	REYES FRANCISCO	26195 OSHUA DR	MORENO V	92555	191.77	19.18	37.97	248.90

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96076235007	487361046	684277	BOHORTES, ERICKA (RENT)	26241	OSHUA DR	92555-2491	JGP ENTERPRICES 1	26241 OSHUA DR	MORENO V	92555	128.14	12.81	25.37	166.32
55514175008	256231004	684277	ALLEN, EDWARD (RENT)	21805	OSPREY LN	92557-8502	SZENERI WILLIAM B	16099 HILLSMONT LN	RIVERSIDE	92503	240.84	24.08	47.69	312.60
88371265005	256231009	684277	JOHNSON, STERLING	21822	OSPREY LN	92557-8502	JOHNSON RICHARD A	21822 OSPREY LN	MORENO V	92557	255.29	25.53	50.55	331.36
1.01227E+11	256231006	684277	WALTER, GEORGE	21835	OSPREY LN	92557-8502	WALTER GEORGE M	21835 OSPREY LN	MORENO V	92557	255.40	25.54	50.57	331.50
31055025003	482595001	684277	PIMENTEL, VICENTE	24792	OTIS DR	92553-5892	PIMENTEL VICENTE	24792 OTIS DR	MORENO V	92553	191.77	19.18	37.97	248.90
95156155004	482613001	684277	BOLTON, KEITH	24811	OTIS DR	92553-5837	BOLTON KEITH S	24811 OTIS DR	MORENO V	92553	55.18	5.518	10.93	71.62
53327315008	482613007	684277	HARNESS, JOHN E (OWNR)	24901	OTIS DR	92553-5865	HARNESS JOHN E	23820 IRONWOOD AVE SPC 69	MORENO V	92557	182.99	18.30	36.23	237.52
95636145008	482613008	684277	BARAJAS, JOSE ALEJANDRO	24915	OTIS DR	92553-5865	BARAJAS J ALEJANDRO	24915 OTIS DR	MORENO V	92553	255.40	25.54	50.57	331.50
93163035008	482612017	684277	FRANCO, JOSE	24946	OTIS DR	92553-5866	FLORES BEATRICE MARQUEZ	24946 OTIS DR	MORENO V	92553	255.29	25.53	50.55	331.36
95521845005	264241005	684277	LEE, BERNESTINE	11103	OUTLAW WAY	92557-4803	BBL FAMILY TRUST	P O BOX 10000	MORENO V	92552	255.29	25.53	50.55	331.36
91097863005	474180013	684277	COLEMAN, STEVEN	25580	OVERLOOK CIR	92557-6647	COLEMAN STEVEN J	25580 OVERLOOK CIR	MORENO V	92557	255.29	25.53	50.55	331.36
62789335004	486401021	684277	SAWYER, CYNTHIA	25548	PACATO RD	92551-1941	SAWYER CYNTHIA A	P O BOX 282	ANAHEIM	92815	255.10	25.51	50.51	331.1
96364475006	486401022	684277	CALLEROS, MARTHA	25558	PACATO RD	92551-1941	CALLEROS JOSE	25558 PACATO RD	MORENO V	92551	255.29	25.53	50.55	331.36
65298755004	486401026	684277	MOORE, ROBERT	25598	PACATO RD	92551-1941	ZHANG SHU	25598 PACATO RD	MORENO V	92551	255.18	25.518	50.53	331.22
94124245005	486391001	684277	CHAMBERS, CHARLES	25635	PACATO RD	92551-1945	CHAMBERS CHARLES	25635 PACATO RD	MORENO V	92551	255.29	25.53	50.55	331.36
31508365009	486391002	684277	RIVAS, CHRISTOPHER	25645	PACATO RD	92551-1945	RIVAS CHRISTOPHER	25645 PACATO RD	MORENO V	92551	255.29	25.53	50.55	331.36
31487165008	486392019	684277	CRAIG, DEBORAH AND JONES	25668	PACATO RD	92551-1946	CRAIG JONES	25668 PACATO RD	MORENO V	92551	332.16	33.216	65.77	431.14
31120715000	486391008	684277	NIETO, FELIX	25705	PACATO RD	92551-1917	PENA FLOR ESMERALDA	25705 PACATO RD	MORENO V	92551	246.92	24.69	48.89	320.50
65087895002	486392024	684277	HERNANDEZ, MARIA ELENA	25718	PACATO RD	92551-1916	MEDINA JOSE MONTES	25718 PACATO RD	MORENO V	92551	326.45	32.65	64.64	423.72
81205575007	486392026	684277	FIGUEROA, ROSA MARIE	25736	PACATO RD	92551-1916	FIGUEROA ROSA MARIE S	25736 PACATO RD	MORENO V	92551	255.29	25.53	50.55	331.36
72661845006	481312026	684277	HALL, CINDY	24576	PACE DR	92557-7327	HALL CINDY A	2944 ROCKVIEW PL	SAN LUIS O	93401	255.29	25.53	50.55	331.36
88217085008	481312048	684277	ARIAS, ANA (OWNR)	24587	PACE DR	92557-7327	ARIAS JUAN J	24587 PACE DR	MORENO V	92557	231.85	23.19	45.91	300.94
31266975002	481312042	684277	PARKER, RICHARD (RENT)	24671	PACE DR	92557-7329	SILVA ADITA	24671 PACE DR	MORENO V	92557	601.38	60.14	119.07	780.58
89725155004	481312038	684277	PINEDA, MARIO A	24719	PACE DR	92557-7329	PINEDA MARIO A	24719 PACE DR	MORENO V	92557	255.29	25.53	50.55	331.36
62593545006	291381013	684277	JIMENEZ, ANTONIO (OWNR)	22758	PAHUTE DR	92553-7844	JIMENEZ ANTONIO	22758 PAHUTE DR	MORENO V	92553	255.29	25.53	50.55	331.36
98232695017	291381005	684277	BRAZIL, FELICIA (RENT)	22804	PAHUTE DR	92553-7846	TRAN SON	22804 PAHUTE DR	MORENO V	92553	255.40	25.54	50.57	331.50
89092213007	291371038	684277	RABAGO, BLANCA (RENT)	22874	PAHUTE DR	92553-7848	VILLA GORGE LUIS GARCIA	22874 PAHUTE DR	MORENO V	92553	204.18	20.42	40.43	265.02
73200465001	291374020	684277	RICHARDSON, KELLY	22909	PAHUTE DR	92553-7849	RICHARDSON KELLY	22909 PAHUTE DR	MORENO V	92553	255.29	25.53	50.55	331.36
31221915004	482651007	684277	RIVERA, YOLANDA (RENT)	22917	PAHUTE DR	92553-7849	TRAN LUAN XI	9630 ROBIN AVE	WESTMINS	92683	142.94	14.294	28.30	185.52
61167475004	291371033	684277	EATMON, CARY AND WENDY	22918	PAHUTE DR	92553-7850	PRYBYLLA JOHN	22918 PAHUTE DR	MORENO V	92553	255.29	25.53	50.55	331.36
31303665002	485043012	684277	COVARRUBIAS, VICTOR (OWNR)	15093	PAIGE AVE	92551-3649	COVARRUBIAS VICTOR	15093 PAIGE AVE	MORENO V	92551	255.40	25.54	50.57	331.50
91010645005	485055016	684277	ABAD, JOSE L	15149	PAIGE AVE	92551-3654	ABAD JOSE LUIS	15149 PAIGE AVE	MORENO V	92551	255.18	25.518	50.53	331.22
95028505002	485055010	684277	RAZO, JOSE	15195	PAIGE AVE	92551-3654	SOLIS ANTONIO	15195 PAIGE AVE	MORENO V	92551	36.19	3.619	7.17	46.96
95917435001	485055008	684277	BIVINS, LATANISIA MONIQUE	15207	PAIGE AVE	92551-7670	SULLIVAN MARY L	23592 TORERO CIR	MISSION V	92691	52.64	5.264	10.42	68.32
97982425005	485055007	684277	ELO, LESLIE (RENT)	15213	PAIGE AVE	92551-7670	ULA NAZMUL	8125 GEORGETOWN AVE	LOS ANGEL	90045	437.95	43.80	86.71	568.44
51331755009	256181001	684277	ALMEIDA, FRANK	21012	PALA FOXIA PL	92557-8603	ALMEIDA FRANK	21012 PALA FOXIA PL	MORENO V	92557	141.82	14.18	28.08	184.08
31609415005	256181005	684277	DELACOBAS, MARIA	21060	PALA FOXIA PL	92557-8603	DE LA COBAS MARIA	21060 PALA FOXIA PL	MORENO V	92557	255.29	25.53	50.55	331.36
1.01295E+11	256452007	684277	MAGALLAN, JUSTINO (RENT)	21096	PALA FOXIA PL	92557-8603	JAUREGUI LUCIA I	21096 PALA FOXIA	MORENO V	92557	191.77	19.18	37.97	248.90
31511615001	256181016	684277	CARBORIN, VICTOR (RENT)	21180	PALA FOXIA PL	92557-8605	ELABED JEHAD M	21180 PALA FOXIA PL	MORENO V	92557	136.69	13.67	27.06	177.42
31552885008	256181017	684277	JENKINS, KATHY	21192	PALA FOXIA PL	92557-8614	JENKINS KATHY	21192 PALA FOXIA PL	MORENO V	92557	274.34	27.43	54.32	356.08
75122565004	256191003	684277	GILL, MYISHA (RENT)	21240	PALA FOXIA PL	92557-8606	REN ZHONGDAO	19735 PASO ROBLES DR	RIVERSIDE	92508	42.31	4.231	8.38	54.9
31371525009	256191004	684277	TOMEI, MARSHALL AND (OWNR)	21252	PALA FOXIA PL	92557-8606	TOMEI MARSHALL K	21252 PALA FOXIA PL	MORENO V	92557	255.40	25.54	50.57	331.50
31224015007	256191017	684277	SALAZAR, CHRISTINA (RENT)	21281	PALA FOXIA PL	92557-8607	LIZARDI ROBERTO	21281 PALA FOXIA PL	MORENO V	92557	39.58	3.958	7.84	51.36
96222455000	256191010	684277	HALE, LISA R (OWNR)	21324	PALA FOXIA PL	92557-8606	HALE LISA R	21324 PALA FOXIA PL	MORENO V	92557	219.81	21.98	43.52	285.30
31223115008	256191011	684277	ROSIER, HENRY	21336	PALA FOXIA PL	92557-8606	ROSIER HENRY	21336 PALA FOXIA PL	MORENO V	92557	169.03	16.90	33.47	219.40
31223115013	256181019	684277	CRUZ, CHARLA	21216	PALA FOXIA PL	92557-8614	CHARLA E CRUZ	#REF!	MORENO V	#REF!	68.96	6.896	13.65	89.5
85517175005	304220043	684277	BLACK, SONYA	27621	PALA LOMA CT	92555-5929	BLACK FREDERICK W	27621 PALA LOMA CT	MORENO V	92555	255.18	25.518	50.53	331.22
31127265009	304220044	684277	RANDHAWA, AMOOPJT AND KAN	27622	PALA LOMA CT	92555-5929	RANDHAWA ANOOPJOT	27622 PALA LOMA CT	MORENO V	92555	255.40	25.54	50.57	331.50
31481965003	291512002	684277	LANDEZ, MARIA (OWNR)	13113	PALISADE PL	92553-7884	LANDEZ MARIA C	13113 PALISADE PL	MORENO V	92553	93.77	9.38	18.57	121.70
94443085002	479491008	684277	MORRISSEY, GREG	25635	PALM MEADOWS CT	92557-7611	HAMMER LORRAINE	2713 S MILDRED PL	ONTARIO	91761	285.37	28.537	56.50	370.4
91855533006	479491016	684277	MACIAS, MANUEL (OWNR)	25636	PALM MEADOWS CT	92557-7611	MACIAS MANUEL	25636 PALM MEADOWS CT	MORENO V	92557	191.77	19.18	37.97	248.90
31282285008	479491012	684277	BARAJAS, CHRISTINE	25688	PALM MEADOWS CT	92557-7611	BARAJAS ARMANDO	25688 PALM MEADOWS CT	MORENO V	92557	255.29	25.53	50.55	331.36
31386685003	479491018	684277	BERNAL, RENE (RENT)	25653	PALM SHADOWS DR	92557-7613	RABE DAVID ZARAGOZA	25653 PALM SHADOWS DR	MORENO V	92557	274.98	27.50	54.45	356.92
31297525006	479492002	684277	MCKINNEY, MICHAEL (RENT)	25654	PALM SHADOWS DR	92557-7612	OLINER DOUG	25654 PALM SHADOWS DR	MORENO V	92557	255.40	25.54	50.57	331.50
92121355009	479491020	684277	MILLER, DENEL	25685	PALM SHADOWS DR	92557-7613	MILLER DENEL	25685 PALM SHADOWS DR	MORENO V	92557	255.29	25.53	50.55	331.36
64714205007	479491022	684277	RIOS, MIKE (RENT)	25719	PALM SHADOWS DR	92557-7613	RIOS DORA MATILDE	29034 CANTABRIA CT	MORENO V	92555	75.44	7.54	14.94	97.92
31260825001	479492010	684277	COLINDRES, ANNA	12024	PALM VISTA ST	92557-7614	COLINDRES REMO E	12024 PALM VISTA ST	MORENO V	92557	255.29	25.53	50.55	331.36
86707573007	479491026	684277	PERKINS, GREGORY (RENT)	12083	PALM VISTA ST	92557-7615	PERKINS GREGORY	12083 PALM VISTA ST	MORENO V	92557	409.51	40.95	81.08	531.54
31208485001	484112005	684277	MANSELL, HARNETHIA	14280	PALMEA DR	92553-4413	MANSELL HARNETHIA N	14280 PALMEA DR	MORENO V	92553	255.40	25.54	50.57	331.50
61053915004	484112002	684277	LOPEZ, IRMA	14322	PALMEA DR	92553-4459	LOPEZ R GUILLERMO	14322 PALMEA DR	MORENO V	92553	128.03	12.80	25.35	166.18
88669285008	479491007	684277	JONES, SARAH	25638	PALMWOOD DR	92557-7609	JONES SARAH L	25638 PALMWOOD DR	MORENO V	92557	165.29	16.53	32.73	214.54
64710625007	486402007	684277	GREEN, RHONDA (RENT)	25515	PALO CEDRO DR	92551-1915	HAMILTON JOAN M	25515 PALO CEDRO DR	MORENO V	92551	26.04	2.60	5.16	33.78
95903615003	486402004	684277	VENEGAS, VENANCIO AND ARISBE	25551	PALO CEDRO DR	92551-1915	VENEGAS ARISBETH A	25551 PALO CEDRO DR	MORENO V	92551	104.21	10.421	20.63	135.26
31305255003	486403003	684277	CHAVEZ, ERILYNNE (RENT)	25562	PALO CEDRO DR	92551-1914	POVALL MARTIN J	2996 PEMBROKE CIR	CORONA (	92879	255.40	25.54	50.57	331.50
96042935002	486403002	684277	JOHNSON, SHUNDA	25574	PALO CEDRO DR	92551-1914	JOHNSON DOROTHY	25574 PALO CEDRO DR	MORENO V	92551	209.31	20.93	41.44	271.68

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31458435003	486391011	684277	WHITEHURST, ELANE (RENT)	25686	PALO CEDRO DR	92551-1961	MAO DECAO	9 REMMINGTON RD	SCHENECT	12303	215.12	21.512	42.59	279.22
91980503008	486391010	684277	ZARATE, JOSE L	25698	PALO CEDRO DR	92551-1961	ANAYA JESUS	25698 PALO CEDRO DR	MORENO V	92551	255.29	25.53	50.55	331.36
31542735001	486391009	684277	QUINTOS, ANICIA	25710	PALO CEDRO DR	92551-1947	QUINTOS ANICIA	25710 PALO CEDRO DR	MORENO V	92551	255.29	25.53	50.55	331.36
91541373005	486470019	684277	WALKER, KIM	16015	PALOMINO LN	92551-1629	HAMPTON PETER MAE	16015 PALOMINO LN	MORENO V	92551	255.40	25.54	50.57	331.50
77491465002	486471023	684277	RIVERA, CLAUDIA	16054	PALOMINO LN	92551-1630	RIVERA ROGELIO	16054 PALOMINO LN	MORENO V	92551	255.29	25.53	50.55	331.36
31116235009	486470027	684277	GOODRICH, SHAWN	16063	PALOMINO LN	92551-1631	FU CHIA HUEI	5414 HALISON ST	TORRANCE	90503	128.14	12.81	25.37	166.32
90884993000	486470033	684277	BLUTT, ERNEST (RENT)	16099	PALOMINO LN	92551-1631	BUI ANTOINE H	10498 SALINAS RIVER CIR	FOUNTAIN	92708	357.64	35.76	70.81	464.20
95722795009	486471010	684277	SANCHEZ, RAFAEL	16114	PALOMINO LN	92551-1634	SANCHEZ RAFAEL A	16114 PALOMINO LN	MORENO V	92551	332.16	33.216	65.77	431.14
91038355006	486470037	684277	LESLIE, DELANO AND GANEL	16123	PALOMINO LN	92551-1635	LESLIE DELANO M	16123 PALOMINO LN	MORENO V	92555	332.40	33.24	65.82	431.44
94390375004	488010006	684277	POPP, JEFFREY (OWNR)	27041	PAM PL	92555-2109	POPP JEFFREY	27041 PAM PL	MORENO V	92555	255.29	25.53	50.55	331.36
31173245008	488010005	684277	HEEKIN, SCOTT	27061	PAM PL	92555-2109	HEEKIN WENDELL SCOTT	27061 PAM PL	MORENO V	92555	255.29	25.53	50.55	331.36
31173245013	488010013	684277	JOHNSON, MICHAEL AND DEBORA	27122	PAM PL	92555-2043	MICHAEL C JOHNSON	#REF!	MORENO V	#REF!	63.63	6.363	12.60	82.58
31398305008	486391017	684277	PITTS, DESIREE (RENT)	15854	PAMPAS CT	92551-1967	SADIGHI NEANA	11945 DARLINGTON AVE NO 5	LOS ANGEL	90049	219.92	21.992	43.54	285.44
97617375007	291541011	684277	JONES, BYRON (RENT)	12760	PAN AM BLVD	92553-1800	BARKHO MAHIR H	1009 SECRETARIAT CIR	COSTA ME	92626	29.04	2.90	5.75	37.68
31591165007	291541020	684277	DUNN, WILLIAM (RENT)	12850	PAN AM BLVD	92553-1801	GONZALEZ ADAN	12850 PAN AM BLV	MORENO V	92553	268.38	26.84	53.14	348.34
31453485003	291541022	684277	JACUINDE, CELSO (OWNR)	12870	PAN AM BLVD	92553-1801	JACUINDE CELSO	12870 PAN AM BLV	MORENO V	92553	255.40	25.54	50.57	331.50
31486275007	291541026	684277	DIAZ, MARITSSA (OWNR)	12910	PAN AM BLVD	92553-1803	BUSTOS MARIA LUCILLA	12910 PAN AM BLV	MORENO V	92553	288.66	28.87	57.15	374.68
31311725003	291384019	684277	VERA JR, DANIEL A	13055	PAN AM BLVD	92553-7852	VERA DANIEL A	13055 PAN AM BLV	MORENO V	92553	332.40	33.24	65.82	431.44
95808645008	291373012	684277	RUBLE, MICHAEL	13110	PAN AM BLVD	92553-6429	RUBLE MICHAEL LOREN	13110 PAN AM BLV	MORENO V	92553	255.29	25.53	50.55	331.36
83533255007	291384028	684277	UHRICH, JEREMY J	13117	PAN AM BLVD	92553-7853	UHRICH JEREMY J	13117 PAN AM BLV	MORENO V	92553	332.40	33.24	65.82	431.44
95080975004	291373007	684277	ROSSI, CLINTON AND ALEASE	13146	PAN AM BLVD	92553-7854	WEI SOO	3180 LOMBORDY RD	PASADENA	91107	255.40	25.54	50.57	331.50
31547315008	291384032	684277	GUEVARA, DARLENE (OWNR)	13151	PAN AM BLVD	92553-7853	CALVIO SALVADOR RENE	13151 PAN AM BLV	MORENO V	92553	84.96	8.496	16.82	110.26
31449085005	291384034	684277	MEDINA, ROSA (RENT)	13169	PAN AM BLVD	92553-7853	WELLS FARGO BANK	P O BOX 9818	MORENO V	92552	255.40	25.54	50.57	331.50
93809545009	291382050	684277	TERRELL, ZARA (RENT)	13189	PAN AM BLVD	92553-6430	TALAVERA BISMARCK A	13189 PAN AM BLV	MORENO V	92553	190.52	19.052	37.72	247.28
93180453003	291382052	684277	GUAVARA, OSMIN (OWNR)	13205	PAN AM BLVD	92553-7855	HERNANDEZ MIRIAM E CARRILLO	13205 PAN AM BLV	MORENO V	92553	191.77	19.18	37.97	248.90
91889395004	291382056	684277	ESQUIVEL, JOSE MANUEL	13231	PAN AM BLVD	92553-7855	ESQUIVEL JOSE MANUEL	13231 PAN AM BLV	MORENO V	92553	63.96	6.40	12.66	83.02
97097225004	291382057	684277	PEREZ, MIGUEL (OWNR)	13239	PAN AM BLVD	92553-7855	PEREZ MIGUEL ANGEL	13239 PAN AM BLV	MORENO V	92553	255.40	25.54	50.57	331.50
31137425005	291231002	684277	RABAGO, JOSE IGNACIO	13517	PAN AM BLVD	92553-8408	RABAGO JOSE I	13517 PAN AM BLV	MORENO V	92553	49.68	4.968	9.84	64.48
96757585008	479621009	684277	LOGAN, CURT	13801	PAPRIKA CT	92553-4862	LOGAN CURT R	941 GRANT ST	CALIMESA	92320	265.89	26.59	52.65	345.12
86628783001	479621004	684277	TOBIAS, JOSH AND MARIA (RENT)	13826	PAPRIKA CT	92553-4861	TRAN BINH VAN	1108 W DEWEY PL	ANAHEIM	92802	255.40	25.54	50.57	331.50
95742445001	479621012	684277	REYES, RAYMUNDO	13837	PAPRIKA CT	92553-4862	REYES RAYMUNDO	13837 PAPRIKA CT	MORENO V	92553	255.40	25.54	50.57	331.50
82097085000	479621003	684277	JONES, LUISA	13838	PAPRIKA CT	92553-4861	NELSON DON A	13730 CLEMSON CT	MORENO V	92555	255.40	25.54	50.57	331.50
61527275001	479621013	684277	MIKA, TELEA (RENT)	13849	PAPRIKA CT	92553-4862	NAZ MOHAMMAD SAOOD	1830 BANKSTOWN WAY	PERRIS CA	92571	191.77	19.18	37.97	248.90
95467495004	479621002	684277	AFEMATA, SHIRLDEEN (RENT)	13850	PAPRIKA CT	92553-4861	SIDDIQUI ANAM	13034 ARLINGTON LN	CHINO CA	91710	204.18	20.42	40.43	265.02
31054725009	264121025	684277	ACEVES, KIMBERLY	11527	PARAKEET CT	92557-5424	MONTAGUE WILFRED M	11527 PARAKEET CT	MORENO V	92557	255.18	25.518	50.53	331.22
31616135009	264121023	684277	HARGRAVE, DEPREE (RENT)	11545	PARAKEET CT	92557-5424	NORZAGARAY NOE	4336 OREGON ST NO 10	SAN DIEGO	92104	168.48	16.848	33.36	218.68
88721925003	264121021	684277	LOPEZ, ALFRED (RENT)	11573	PARAKEET CT	92557-5424	NAVARRO TOMAS E	11573 PARAKEET CT	MORENO V	92557	128.64	12.864	25.47	166.96
88253373002	264121033	684277	PEREZ, TERESA	11598	PARAKEET CT	92557-5424	PEREZ RICARDO	11598 PARAKEET CT	MORENO V	92557	255.40	25.54	50.57	331.50
31359935008	264121019	684277	CUEVA, JUAN JOSE	11599	PARAKEET CT	92557-5424	CUEVA JUAN JOSE	11599 PARAKEET CT	MORENO V	92557	255.29	25.53	50.55	331.36
48402895005	296052027	684277	HERNANDEZ, EMILIO (RENT)	23303	PARK LANE CT	92553-3249	LIGHT ELLIOT D	23303 PARK LANE CT	MORENO V	92553	255.40	25.54	50.57	331.50
95154275004	296052023	684277	CRAIN, TEFFANY (OWNR)	23353	PARK LANE CT	92553-3249	REYNOLDS DION	23353 PARK LANE CT	MORENO V	92553	251.03	25.10	49.70	325.82
96076395003	296052022	684277	DEANDA, LORRIE	23365	PARK LANE CT	92553-3249	DEANDA LORRIE	23365 PARK LANE CT	MORENO V	92553	255.18	25.518	50.53	331.22
48613035008	474602006	684277	SILVAS, DAVID AND MARIE	10691	PARK RIM CIR	92557-3009	SILVAS DAVID	10691 PARK RIM CIR	MORENO V	92557	255.29	25.53	50.55	331.36
31406855003	474602007	684277	HOLNESS, GERARDA	10707	PARK RIM CIR	92557-3009	HOLNESS RAY A	10707 PARK RIM CIR	MORENO V	92557	255.29	25.53	50.55	331.36
31328795002	474602008	684277	MALONE, TOOTSIE	10721	PARK RIM CIR	92557-3009	MALONE ADAM	10721 PARK RIM CIR	MORENO V	92557	255.29	25.53	50.55	331.36
65476535003	474602009	684277	WEST, KIM	10731	PARK RIM CIR	92557-3009	WEST KIM	10731 PARK RIM CIR	MORENO V	92557	255.40	25.54	50.57	331.50
90852325008	292042001	684277	MC ALISTER, JULIE (OWNR)	23246	PARK VALLEY DR	92553-5923	MCALISTER JULIE ANN	23246 PARK VALLEY DR	MORENO V	92553	191.77	19.18	37.97	248.90
31588845001	291553006	684277	KUNARD, NANCY	22629	PARKHAM ST	92553-1865	KUNARD MARTIN W	22629 PARKHAM ST	MORENO V	92553	255.40	25.54	50.57	331.50
66740525003	291532005	684277	NUNEZ, JOE	22789	PARKHAM ST	92553-1867	RODRIGUEZ ERNIE A	824 BUNBURY DR	WHITTIER	90601	255.40	25.54	50.57	331.50
97701755009	264071040	684277	SALUDARES, JOANNA P (OWNR)	23470	PARKLAND AVE	92557-4974	SALUDARES BENEDICTO J	27380 MURRIETA OAKS AVE	MURRIETA	92562	255.40	25.54	50.57	331.50
31635815006	264071034	684277	MULLINAX, SABINA	23530	PARKLAND AVE	92557-4971	MULLINAX THOMAS	23530 PARKLAND AVE	MORENO V	92557	255.29	25.53	50.55	331.36
95301793002	264071010	684277	CLARK, MARTHA (RENT)	23576	PARKLAND AVE	92557-4933	HANNAWAY BASSAM	23576 PARKLAND AVE	MORENO V	92557	102.75	10.275	20.34	133.36
86275383005	264072008	684277	HARRIS, LEISHA (OWNR)	23581	PARKLAND AVE	92557-4934	HARRIS LEISHA M	23581 PARKLAND AVE	MORENO V	92557	255.40	25.54	50.57	331.50
68409045004	264072007	684277	GONZALEZ, MATHEW	23587	PARKLAND AVE	92557-4934	ARONOV STEVEN CRAIG	25047 LA MAYO AVE	MORENO V	92557	255.29	25.53	50.55	331.36
94418855002	264072005	684277	SUAREZ,MAGADALENA MARIA (RE	23599	PARKLAND AVE	92557-4934	WEBB GEORGE	401 COLUMBUS CIR	CORONA D	92625	128.14	12.81	25.37	166.32
31312065009	264071005	684277	GONZALEZ, JASMINE (RENT)	23606	PARKLAND AVE	92557-4933	YACOOB ALMAS	23606 PARKLAND AVE	MORENO V	92557	477.53	47.75	94.55	619.82
98017255014	264071002	684277	PESHA, JERRY	23624	PARKLAND AVE	92557-4933	PESHA MARTIN G	23624 PARKLAND AVE	MORENO V	92557	249.31	24.93	49.36	323.60
87169653002	264082001	684277	CORRAL, ROSALINA	23636	PARKLAND AVE	92557-4935	TRUJILLO EVERARDO	23636 PARKLAND AVE	MORENO V	92557	155.29	15.53	30.75	201.56
92618505003	264082002	684277	GONZALEZ, PRISCILLA (RENT)	23641	PARKLAND AVE	92557-4936	LOPEZ VALENCIA MARIA DE JESUS	4875 FAIRWAY BLV	CHINO HIL	91709	255.40	25.54	50.57	331.50
80963985006	264081003	684277	JOHNSON, LINDA	23648	PARKLAND AVE	92557-4935	JOHNSON LINDA	23648 PARKLAND AVE	MORENO V	92557	195.68	19.57	38.74	253.98
63187155007	264082008	684277	WILLIAMS, ANITA	23677	PARKLAND AVE	92557-4936	WILLIAMS ANITA M	23677 PARKLAND AVE	MORENO V	92557	255.29	25.53	50.55	331.36
75503295002	264081008	684277	WILLIAMS, CLARK	23678	PARKLAND AVE	92557-4935	WILLIAMS CLARK	23678 PARKLAND AVE	MORENO V	92557	255.40	25.54	50.57	331.50
72337945002	264082009	684277	CASA, PATRICIA	23689	PARKLAND AVE	92557-4937	GUZMAN ARTURO	23689 PARKLAND AVE	MORENO V	92557	255.40	25.54	50.57	331.50
31353915005	264221001	684277	WEBB, CANILLE (RENT)	23761	PARKLAND AVE	92557-4940	MCKENNEY FLOYD E	17 LINDEN GROVE	ALISO VIEJ	92656	255.40	25.54	50.57	331.50
83697565005	264092011	684277	ZARAGOZA, NAN	23766	PARKLAND AVE	92557-4939	ZARAZOGA NAN	23766 PARKLAND AVE	MORENO V	92557	255.29	25.53	50.55	331.36

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31215365001	264092009	684277	THOMAS, CHRIS (RENT)	23778	PARKLAND AVE	92557-4939	WANG MING MING	16925 PEPPERBROOK WAY	HACIENDA	91745	255.40	25.54	50.57	331.50
84832175009	264092007	684277	RAMIREZ, MARIN	23790	PARKLAND AVE	92557-4939	ZAMORA JESUS	23790 PARKLAND AVE	MORENO V	92557	48.29	4.83	9.56	62.68
31529565003	264221006	684277	BETANCUR, DAVID M AND ROY D	23791	PARKLAND AVE	92557-4940	BETANCUR DAVID M	23791 PARKLAND AVE	MORENO V	92557	289.81	28.98	57.38	376.16
87747585000	264221008	684277	JUAREZ, RUDY (RENT)	23803	PARKLAND AVE	92557-4942	WEI FU	3180 LOMBARDY RD	PASADENA	91107	263.35	26.34	52.14	341.82
55251495000	264221010	684277	WILLIAMS, RICHARD (OWNR)	23815	PARKLAND AVE	92557-4942	WILLIAMS RICHARD EARL REV LIV TRUS	23815 PARKLAND AVE	MORENO V	92557	255.40	25.54	50.57	331.50
31458405009	264092001	684277	BRUNO, MIGUEL	23826	PARKLAND AVE	92557-4941	PHAM KRISTIN F	2009 W BEACON AVE	ANAHEIM	92804	300.74	30.07	59.55	390.36
72902355006	264231006	684277	STREETER, RICK AND MARY	23846	PARKLAND AVE	92557-4944	STREETER RICK W	23846 PARKLAND AVE	MORENO V	92557	55.29	5.53	10.95	71.76
31279225007	264222038	684277	URQUIZU, CESAR AND KAREN	23859	PARKLAND AVE	92557-4943	URQUIZU CESAR	23859 PARKLAND AVE	MORENO V	92557	270.43	27.043	53.55	351
88947563009	264234013	684277	JACOBS, YOLANDA (RENT)	23888	PARKLAND AVE	92557-4945	BROWN MICHAEL T	23888 PARKLAND AVE	MORENO V	92557	255.40	25.54	50.57	331.50
31081895006	264234012	684277	HICKS, TALIA (RENT)	23894	PARKLAND AVE	92557-4945	HOA JANET	1671 S RIDLEY AVE	HACIENDA	91745	255.40	25.54	50.57	331.50
31546005005	264234004	684277	CLARK, GOLDIE	23942	PARKLAND AVE	92557-4945	CLARK GOLDIE	23942 PARKLAND AVE	MORENO V	92557	255.29	25.53	50.55	331.36
84493625006	264234003	684277	REYES-TATE, JESSENIA (RENT)	23948	PARKLAND AVE	92557-4945	GLENN ALAN A	9315 S W 77TH AVE UNIT 226	MIAMI FL	33156	255.40	25.54	50.57	331.50
95344835004	264234001	684277	NOFRI, DAVID	23960	PARKLAND AVE	92557-4945	NOFRI CATHY M	489 DENSLOW AVE	LOS ANGEI	90049	255.40	25.54	50.57	331.50
31174955006	312095022	684277	HUDSPET, MILDRED	16259	PARKSIDE LN	92551-9273	HUDSPETH MILDRED A	16259 PARKSIDE LN	MORENO V	92551	255.29	25.53	50.55	331.36
60258985005	312103009	684277	CARDENAS, MARK	16395	PARKSIDE LN	92551-1118	CARDENAS ANTHONY MARK	16395 PARKSIDE LN	MORENO V	92551	30.89	3.089	6.12	40.08
94128355002	312102027	684277	SLADE, VERGIA	16400	PARKSIDE LN	92551-9274	DINH JEAN T	16400 PARKSIDE LN	MORENO V	92551	217.32	21.73	43.03	282.08
31180925000	312103007	684277	GRIJALVA, MONICA AND ZETH	16407	PARKSIDE LN	92551-9275	GRIJALVA MONICA	16407 PARKSIDE LN	MORENO V	92551	255.29	25.53	50.55	331.36
97497715008	312103006	684277	PADILLA, ADRIANA (OWNR)	16413	PARKSIDE LN	92551-9275	PADILLA JOSE ENRIQUE	16413 PARKSIDE LN	MORENO V	92551	255.29	25.53	50.55	331.36
31083765009	484213001	684277	MORRIS, CATHERINE AND JASON	14510	PARKWOOD CT	92553-7162	MORRIS CATHERINE J	14510 PARKWOOD CT	MORENO V	92553	255.29	25.53	50.55	331.36
58555185006	484213002	684277	VILLA, DEREK (RENT)	14522	PARKWOOD CT	92553-7162	NWIGWE GODWYN ADDISON	14522 PARKWOOD CT	MORENO V	92553	285.73	28.57	56.57	370.86
31305595002	484213011	684277	IRIBE, ALICIA	14630	PARKWOOD CT	92553-7163	IRIBE ALICIA	14630 PARKWOOD CT	MORENO V	92553	240.34	24.034	47.59	311.96
31619725009	484213013	684277	FORRESTER, CYBIL (RENT)	14654	PARKWOOD CT	92553-7163	CABRAL EDWARD	15449 LEFFINGWELL	WHITTIER	90604	206.00	20.60	40.79	267.38
56684235006	484213018	684277	REED, JAMES	14714	PARKWOOD CT	92553-7163	NGUYEN KHAI	854 N RESH ST	ANAHEIM	92805	128.14	12.81	25.37	166.32
91599005001	484303031	684277	REN, BARBARA (RENT)	25754	PARSLEY AVE	92553-5004	JACOBS CATHARINE B	3772 AUBURN RIDGE DR	PERRIS CA	92571	191.77	19.18	37.97	248.90
66449165006	484303029	684277	ZARAGOZA, ROSA	25764	PARSLEY AVE	92553-5004	OSORNIO ROSA ZARAGOZA	25764 PARSLEY AVE	MORENO V	92553	255.29	25.53	50.55	331.36
88696015008	484303025	684277	ALVAREZ, RUDY AND PATRICIA	25782	PARSLEY AVE	92553-5004	ALVAREZ RUDY	25782 PARSLEY AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31414205004	484303024	684277	ROBERTSON, NEAL	25786	PARSLEY AVE	92553-5004	ROBERTSON NEAL D	25786 PARSLEY AVE	MORENO V	92553	255.29	25.53	50.55	331.36
97107415001	484303018	684277	AYALA, BERTHA (RENT)	25844	PARSLEY AVE	92553-5020	LUNA HUGO	25844 PARSLEY AVE	MORENO V	92553	20.56	2.06	4.07	26.68
92522025008	484302006	684277	TORRES, GLORIA	25871	PARSLEY AVE	92553-5005	TORRES ALEJANDRO	25871 PARSLEY AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31148145001	484303001	684277	PHILLIPS, NANCY	25878	PARSLEY AVE	92553-5006	HERNANDEZ EDITH C	26985 ROCKVALE TER	MORENO V	92555	255.29	25.53	50.55	331.36
31583935003	484302007	684277	BOOKART, HAROLD (RENT)	25879	PARSLEY AVE	92553-5005	HAMID ROWSHAN INC	24941 STONEGATE LN	LAGUNA N	92677	255.40	25.54	50.57	331.50
92854945002	484322007	684277	LOPEZ, MARIA	25949	PARSLEY AVE	92553-5077	LOPEZ GLORIA	25949 PARSLEY AVE	MORENO V	92553	26.66	2.67	5.28	34.60
64285925007	487073013	684277	CHEATUM, BRENDA	26259	PARTON CT	92555-1859	CHEATUM ANTHONY	26259 PARTON CT	MORENO V	92555	332.64	33.26	65.86	431.76
95379175008	487073016	684277	TRONCOSO, VINCENT	26279	PARTON CT	92555-1859	TRONCOSO VINCENT P	26279 PARTON CT	MORENO V	92555	255.29	25.53	50.55	331.36
31150465009	486152001	684277	GARCIA M, MAYRA (OWNR)	15375	PASEO CARMEL	92551-7062	HERNANDEZ MAYRA M	775 W 2ND ST	RIALTO CA	92376	128.14	12.81	25.37	166.32
31415135006	486151034	684277	KANGER, RICHARD AND JANI SUE	15388	PASEO CARMEL	92551-7061	KANGER RICHARD ANTHONY	15388 PASEO CARMEL	MORENO V	92551	249.72	24.97	49.44	324.12
86321483006	486152005	684277	GAMEZ, ELIAS (OWNR)	15423	PASEO CARMEL	92551-1430	GAMEZ ELIAS	15423 PASEO CARMEL	MORENO V	92551	175.40	17.54	34.73	227.66
66031515009	486151031	684277	CORPUZ, ANGELA (OWN)	15424	PASEO CARMEL	92551-1430	CORPUZ MICHAEL	15424 PASEO CARMEL	MORENO V	92551	191.77	19.18	37.97	248.90
60280445003	486152006	684277	FOY JR, ELLIS	15435	PASEO CARMEL	92551-1430	FOY ELLIS	15435 PASEO CARMEL	MORENO V	92551	326.45	32.65	64.64	423.72
97871315008	486152009	684277	MORTON, HELEN	15471	PASEO CARMEL	92551-1430	MORTON HELEN	15471 PASEO CARMEL	MORENO V	92551	123.39	12.339	24.43	160.16
97313555005	486135009	684277	VANCE, TAUNI	15432	PASEO CORTEZ	92551-7084	VANCE TAUNI K	7116 WOOD RD	RIVERSIDE	92506	255.29	25.53	50.55	331.36
31327045002	486134001	684277	SIMPSON, BRIDGETTE (RENT)	15473	PASEO CORTEZ	92551-7083	LY COLLIN	19002 STEWART CT	ROWLAND	91748	275.68	27.57	54.58	357.82
95126235001	479312048	684277	BROWN, ANA (RENT)	12340	PASEO DEL SOL WAY	92557-7515	COUTEE GRACE PATRICIA	12340 PASEO DEL SOL WAY	MORENO V	92557	255.40	25.54	50.57	331.50
57848535003	479312037	684277	WHITE, ERIKA	12341	PASEO DEL SOL WAY	92557-7516	WHITE KEVIN	12341 PASEO DEL SOL WAY	MORENO V	92557	255.29	25.53	50.55	331.36
31250435004	486153001	684277	CHANEY, JASON	25771	PASEO PACIFICO	92551-1435	CHANEY MICHAEL B	101 S VAN BUREN ST NO F	PLACENTIA	92870	255.40	25.54	50.57	331.50
31470815008	486151023	684277	LERUTTE, MAX AND RUTH	25858	PASEO PACIFICO	92551-7066	LERUTTE MAX G	25858 PASEO PACIFICO	MORENO V	92551	326.45	32.65	64.64	423.72
87561385007	486153012	684277	GARCIA, KATHY (RENT)	25927	PASEO PACIFICO	92551-1434	COLLARO DANIEL LEROY	2961 YELLOWTAIL DR	ROSSMOO	90720	128.03	12.80	25.35	166.18
31509695008	486151016	684277	MCCRAY, SHAWMEIN AND LLEWE	25956	PASEO PACIFICO	92551-7067	SAUCEDA ADRIAN G	25956 PASEO PACIFICO	MORENO V	92551	284.20	28.42	56.27	368.88
91941135008	479132047	684277	RAMIREZ, CARLOS	13337	PATRICIA LN	92553-4241	RAMIREZ CARLOS	11884 LIVERPOOL LN	MORENO V	92557	155.29	15.53	30.75	201.56
31057105002	479132048	684277	GUTIERREZ, FREDDIE (RENT)	13363	PATRICIA LN	92553-4241	GONZALEZ ABEL	13361 PATRICIA ST	MORENO V	92553	255.40	25.54	50.57	331.50
31600265005	486221006	684277	GOMEZ, ANTHONY	15761	PATRICIA LN	92551-4667	CASTANEDA RUDI	15761 PATRICIA ST	MORENO V	92551	557.65	55.77	110.41	723.82
31146185006	486061008	684277	YBARRA, MARTHA	15174	PATRICIA ST	92551-4526	YBARRA MARTHA F	711 FLINT SPEAR RD	WALNUT C	91789	255.29	25.53	50.55	331.36
96556175000	486061003	684277	ARREVALO, MARIELA (RENT)	15223	PATRICIA ST	92551-4595	NAVARRO DIOMEDES	2815 GLENVIEW AVE	SAN BERN	92407	215.40	21.54	42.65	279.58
97609035006	486182027	684277	ORTIZ, JESHDAN (OWNR)	15544	PATRICIA ST	92551-4671	SECRETARY HOUSING & URBAN DEV OF	4400 WILL ROGERS PKY 300	OKLAHOM	73108	255.40	25.54	50.57	331.50
31377495002	486182018	684277	GREEN, KEVIN (RENT)	15614	PATRICIA ST	92551-4672	JUAREZ ELIA A	1144 S 9TH AVE	HACIENDA	91745	255.40	25.54	50.57	331.50
70702535005	486183013	684277	HERNANDEZ, ISIDRO T (OWNR)	15631	PATRICIA ST	92551-4655	HERNANDEZ ISIDRO T	15631 PATRICIA ST	MORENO V	92551	289.81	28.98	57.38	376.16
93728895007	486183023	684277	MOORE, LAKECIA (RENT)	15707	PATRICIA ST	92551-1310	NAVARRO EULOGIO	15707 PATRICIA ST	MORENO V	92551	262.22	26.22	51.92	340.36
96271135005	486183024	684277	HERNANDEZ, MARCOS	15715	PATRICIA ST	92551-1310	HERNANDEZ MARCOS	15715 PATRICIA ST	MORENO V	92551	175.56	17.56	34.76	227.86
94524895009	486182003	684277	BERRY, FRANKIE	15726	PATRICIA ST	92551-4656	BERRY FRANKIE	15726 PATRICIA ST	MORENO V	92551	255.40	25.54	50.57	331.50
31647425003	486182002	684277	SINGLETON, EARLINE (OWNR)	15734	PATRICIA ST	92551-4656	SINGLETON EARLINE	15734 PATRICIA ST	MORENO V	92551	155.40	15.54	30.77	201.70
84844395008	486222017	684277	MURRAY, DONALD	15764	PATRICIA ST	92551-4666	MURRAY DONALD W	15764 PATRICIA ST	MORENO V	92551	255.29	25.53	50.55	331.36
31427335009	486222015	684277	MAXWELL, CHRISTINE (RENT)	15768	PATRICIA ST	92551-4666	NEGRETE JUAN C	15768 PATRICIA ST	MORENO V	92551	176.68	17.668	34.98	229.32
95050605005	486222014	684277	OROZCO, CESAR	15770	PATRICIA ST	92551	OROZCO CESAR	15770 PATRICIA ST	MORENO V	92551	255.29	25.53	50.55	331.36
66079355001	486221015	684277	LOPEZ, CONNIE	15779	PATRICIA ST	92551-4639	USTILLOS MANUEL B	15779 PATRICIA ST	MORENO V	92551	95.29	9.529	18.87	123.68
93813595000	486222009	684277	GONZALES , KRISTINA (RENT)	15780	PATRICIA ST	92551-4637	VICTORIANO PEDRO	25920 IRIS AVE #13A	MORENO V	92551	179.04	17.90	35.45	232.38

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86106883007	486221017	684277	KING, TOYIA (OWNR)	15783	PATRICIA ST	92551-4639	KING TOYIA D	15783 PATRICIA ST	MORENO V	92551	31.04	3.10	6.15	40.28
91972883005	485064021	684277	HOFFMAN, ALEX AND LISA	24700	PATRICIAN CT	92551-4000	HOFFMAN LISA	24700 PATRICIAN CT	MORENO V	92551	255.29	25.53	50.55	331.36
57511575008	485064023	684277	TERRY, NATASHA	24720	PATRICIAN CT	92551-4000	TERRY NATASHA D	24720 PATRICIAN CT	MORENO V	92551	255.34	25.53	50.56	331.42
31432585006	296174015	684277	EMPIRE WEST MANAGEMENT	13521	PATTILYNN DR	92553-3470	TAC MO FAMILY TRUST	21250 BOX SPRINGS RD 114	MORENO V	92557	255.18	25.518	50.53	331.22
31373025000	296174017	684277	DIAZ, ARMANDO	13537	PATTILYNN DR	92553-3470	DIAZ ARMANDO	13537 PATTILYNN DR	MORENO V	92553	255.29	25.53	50.55	331.36
75029495006	296174018	684277	HARDEN, JOANNA (RENT)	13545	PATTILYNN DR	92553-3470	HAMID ROWSHAN INC	249141 STONEGATE LN	LAGUNA N	92677	185.92	18.592	36.81	241.32
92383173003	296174022	684277	QUEZADA, REFUGIO	13577	PATTILYNN DR	92553-3470	PATTILYNN DRIVE TRUST	231 E ALESSANDRO BLV NO A	RIVERSIDE	92508	84.77	8.48	16.78	110.02
31294855003	296174025	684277	RIVERA, ANGEL (RENT)	13601	PATTILYNN DR	92553-3440	SHAKER MANGALA	13601 PATTILYNN DR	MORENO V	92553	438.20	43.82	86.76	568.78
31159865006	296174029	684277	COLE, RALPH	13633	PATTILYNN DR	92553-3471	COLE RALPH	1425 W 12TH ST NO 262	LOS ANGEI	90015	255.18	25.518	50.53	331.22
57035525009	296182001	684277	GUZMAN, CHRISTINA (OWNR)	13658	PATTILYNN DR	92553-3441	GUZMAN CHRISTINA	13658 PATTILYNN DR	MORENO V	92553	255.40	25.54	50.57	331.50
97834425008	296174035	684277	SANCHEZ, FRANSICO (OWNR)	13681	PATTILYNN DR	92553-3471	SANCHEZ FRANCISCO	13681 PATTILYNN DR	MORENO V	92553	255.40	25.54	50.57	331.50
94921243004	296181011	684277	CABULOY, CARMEN	13705	PATTILYNN DR	92553-3442	SNEDEKER BRUCE A	424 E 60TH ST	LONG BEA	90805	255.40	25.54	50.57	331.50
31633135004	296181010	684277	DEROUEN, MARC	13715	PATTILYNN DR	92553-3442	ARIZAGA JOSE R	12121 ZINNA ST	MORENO V	92557	215.40	21.54	42.65	279.58
96627065002	296181007	684277	MONTZ, TRACIE	13737	PATTILYNN DR	92553-3472	MONTZ DONALD	13737 PATTILYNN DR	MORENO V	92553	141.66	14.166	28.05	183.86
96521335001	296182011	684277	KESSELMAN, MARIA (RENT)	13746	PATTILYNN DR	92553-3473	MENDOZA ALBERTO R	1811 PARK GLEN CIR NO D	SANTA AN	92706	154.03	15.403	30.50	199.92
96642665005	304051006	684277	CONLEY, DANIEL RICHARD	14502	PAUMA CT	92555-6220	CONLEY DANIEL	14502 PAUMA CT	MORENO V	92555	88.30	8.83	17.48	114.60
31144545006	296042009	684277	ALCANTARA, ELEI	13016	PAVILLION CT	92553-5696	NG FUNG MING J	13016 PAVILLION CT	MORENO V	92553	255.18	25.518	50.53	331.22
31082675000	296042013	684277	CASTILLO, LUIS (RENT)	13043	PAVILLION CT	92553-5697	MEJIA ALEJANDRO DAVID	13043 PAVILLION CT	MORENO V	92553	248.34	24.834	49.17	322.34
31304385009	296042017	684277	WILLIAMS, JAN (RENT)	13101	PAVILLION CT	92553-5603	DAO PHUONG THI	13101 PAVILLION CT	MORENO V	92553	89.76	8.976	17.77	116.5
68557065005	296054009	684277	JONES, HELEN	13138	PAVILLION CT	92553-5672	JONES HELEN	24390 MARILYN ST	MORENO V	92553	255.29	25.53	50.55	331.36
83733315001	296054008	684277	WREN, VICKIE (RENT)	13150	PAVILLION CT	92553-5672	SAINTY LA INC RETIREMENT TRUST	18812 BELSHIE AVE	CERRITOS	90703	169.30	16.93	33.52	219.74
31249035000	296053003	684277	MARTINEZ, FRANCISCO	13163	PAVILLION CT	92553-5603	MARTINEZ FRANCISCO	13163 PAVILLION CT	MORENO V	92553	255.40	25.54	50.57	331.50
99268863004	487362001	684277	COLLINS, JACKIE	13029	PAWNEE DR	92555-2420	COLLINS JACKIE	13029 PAWNEE DR	MORENO V	92555	332.40	33.24	65.82	431.44
31572685008	487360009	684277	PAZ, MAX	13052	PAWNEE DR	92555-2419	PAZ MAXIMIANO	13052 PAWNEE DR	MORENO V	92555	255.29	25.53	50.55	331.36
65563585007	487360010	684277	BROWN, BETTYE	13060	PAWNEE DR	92555-2419	BROWN BETTYE L	13060 PAWNEE DR	MORENO V	92555	255.29	25.53	50.55	331.36
94442385001	487362005	684277	VIDAL, IGNACIO	13061	PAWNEE DR	92555-2420	VIDAL IGNACIO	13061 PAWNEE DR	MORENO V	92555	255.29	25.53	50.55	331.36
59058335009	487362007	684277	JONES, ARMESHA (RENT)	13077	PAWNEE DR	92555-2417	LE PHU D	19602 ALBERT AVE	CERRITOS	90703	255.40	25.54	50.57	331.50
85976215005	487361020	684277	SHILEY, RICHARD AND TAMMY	13148	PAWNEE DR	92555-2416	SHILEY RICHARD	13148 PAWNEE DR	MORENO V	92555	255.29	25.53	50.55	331.36
94829593005	487362016	684277	MONJE, CLARA (RENT)	13165	PAWNEE DR	92555-2418	KUNZ GEORGE A	22439 MOUNTAIN VIEW RD	MORENO V	92557	27.41	2.741	5.43	35.56
91967843004	487362018	684277	EYESTONE, JAMES	13185	PAWNEE DR	92555-2418	EYESTONE JAMES	13185 PAWNEE DR	MORENO V	92555	255.18	25.518	50.53	331.22
55258875005	487361026	684277	MORENO, PAUL AND MARY	13208	PAWNEE DR	92555-2480	MORENO PAUL	13208 PAWNEE DR	MORENO V	92555	255.29	25.53	50.55	331.36
31444415007	475322024	684277	SIPPLE, PAUL	24357	PAWNEE TRL	92557-5033	SIPPLE PAUL M	24357 PAWNEE TR	MORENO V	92557	255.18	25.518	50.53	331.22
96427475001	475322013	684277	GUERRERO, MELISSA (RENT)	24366	PAWNEE TRL	92557-5032	MARSHALL RESIDENTIAL PROP	14305 CORPORATE WAY	MORENO V	92553	255.40	25.54	50.57	331.50
31284725002	475322017	684277	MATA, YOLANDA (OWN)	24418	PAWNEE TRL	92557-5034	MATA VICTOR	24418 PAWNEE TR	MORENO V	92557	332.64	33.26	65.86	431.76
89720313002	479384002	684277	GUZMAN, LEA AND JOSE	12525	PEACHLEAF ST	92553-4765	GUZMAN JOSE L	12525 PEACHLEAF ST	MORENO V	92553	255.29	25.53	50.55	331.36
92483475008	479384003	684277	FOUST, ROSALINA	12531	PEACHLEAF ST	92553-4765	FOUST ROSALINA P	12531 PEACHLEAF ST	MORENO V	92553	63.96	6.40	12.66	83.02
31284285004	479382020	684277	CARNERO, RAMIRO	12584	PEACHLEAF ST	92553-4783	CAMERO RAMIRO G	12584 PEACHLEAF ST	MORENO V	92553	255.29	25.53	50.55	331.36
31615175002	479382019	684277	ELLOWP, STEVE	12594	PEACHLEAF ST	92553-4783	ELLOUT STEVE GLENN	12594 PEACHLEAF ST	MORENO V	92553	332.64	33.26	65.86	431.76
96117715008	479384006	684277	MEDRANO, DELFINA	12597	PEACHLEAF ST	92553-1212	ARMENTA HECTOR	12597 PEACHLEAF ST	MORENO V	92553	332.40	33.24	65.82	431.44
31305395004	479382018	684277	COX, SHERRY	12602	PEACHLEAF ST	92553-1213	COX ALLEN	12602 PEACHLEAF ST	MORENO V	92553	332.64	33.26	65.86	431.76
31594005005	479384008	684277	IBARRA, MARIO	12615	PEACHLEAF ST	92553-4782	JIMENEZ ABIGAIL	12615 PEACHLEAF ST	MORENO V	92553	255.29	25.53	50.55	331.36
97845145003	479382016	684277	MORENO, ANGELINA (RENT)	12622	PEACHLEAF ST	92553-1213	MORENO CALIXTO M	30665 JOJOBA	NUEVO CA	92567	446.13	44.61	88.33	579.06
31611745002	479384009	684277	YBARRA, ERICA AND HERIBERTO	12623	PEACHLEAF ST	92553-4782	YBARRA HERIVERTO	12623 PEACHLEAF ST	MORENO V	92553	255.40	25.54	50.57	331.50
86687065008	291616008	684277	SANDOVAL, FERNANDO (RENT)	13340	PEASHRUB AVE	92553-6946	RAMIREZ FRED	1936 ENGLISH OAK WAY	PERRIS CA	92571	63.63	6.363	12.60	82.58
95000455001	259384005	684277	ESTRELLA, ALICIA AND ROBERTO	9545	PEBBLE BROOK DR	92557-1818	ESTRELLA ROBERTO	9545 PEBBLE BROOK DR	MORENO V	92553	255.29	25.53	50.55	331.36
96129525003	259384001	684277	BEEBE, MIKE	9601	PEBBLE BROOK DR	92557-1815	BEEBE MICHAEL JAMES	9601 PEBBLE BROOK DR	MORENO V	92557	255.29	25.53	50.55	331.36
31106345007	259393015	684277	ALATORRE, SALVADOR	9726	PEBBLE BROOK DR	92557-1836	ALATORRE SALVADOR	9726 PEBBLE BROOK DR	MORENO V	92557	25.40	2.54	5.03	32.96
31631075000	259393017	684277	BELL, NORMA	9741	PEBBLE BROOK DR	92557-1816	LOPEZ SERGIO EDWARD	9754 PEBBLE BROOK DR	MORENO V	92557	246.37	24.64	48.78	319.78
74896685009	259402006	684277	GUZMAN, GUILLERMO (OWNR)	9769	PEBBLE BROOK DR	92557-1816	GUZMAN GUILLERMO A	9769 PEBBLE BROOK DR	MORENO V	92557	255.29	25.53	50.55	331.36
82762805008	259402001	684277	WILLIAMS, GITTA	9839	PEBBLE BROOK DR	92557-1848	WILLIAMS GITTA	9839 PEBBLE BROOK DR	MORENO V	92557	337.40	33.74	66.81	437.94
93373275002	259414032	684277	ROMERO, CELESTE	9867	PEBBLE BROOK DR	92557-1848	CASTRO JOSE LUIS	9867 PEBBLE BROOK DR	MORENO V	92557	255.18	25.518	50.53	331.22
1.01838E+11	312171012	684277	MUNOZ, JOSE (RENT)	25011	PEBBLE CREEK WAY	92551-2506	CARMONA JUAN MANUEL	25011 PEBBLE CREEK WAY	MORENO V	92551	255.40	25.54	50.57	331.50
52002155001	312171026	684277	SALINAS, NORMA	25164	PEBBLE CREEK WAY	92551-2509	CHAIDEZ GUSTAVO	25164 PEBBLE CREEK WAY	MORENO V	92551	255.29	25.53	50.55	331.36
94397635005	312172004	684277	WILKES,DONALD,MCELROY,MICHI	25177	PEBBLE CREEK WAY	92551-2510	WILKES DONALD	25177 PEBBLE CREEK WAY	MORENO V	92551	255.40	25.54	50.57	331.50
31093835004	312172003	684277	WHITE, ANTHONY	25189	PEBBLE CREEK WAY	92551-2510	PRINCE ANDREA	25189 PEBBLE CREEK WAY	MORENO V	92551	255.29	25.53	50.55	331.36
75355005008	312171030	684277	MC CASLIN, GREG	25212	PEBBLE CREEK WAY	92551-2589	MCCASLIN GREGORY L	25212 PEBBLE CREEK WAY	MORENO V	92551	255.29	25.53	50.55	331.36
73942735002	482391005	684277	SHAKER, MANGALA	13601	PECAN PL	92553-3855	SHAKER MANGALA	13601 PECAN PL	MORENO V	92553	371.30	37.13	73.52	481.94
63036195008	482391002	684277	TORRES, JUAN	13631	PECAN PL	92553-3855	TORRES JUAN	13631 PECAN PL	MORENO V	92553	255.29	25.53	50.55	331.36
91302785006	482391001	684277	WINGATE, RANDY	13641	PECAN PL	92553-3855	WINGATE RANDY D	13641 PECAN PL	MORENO V	92553	332.40	33.24	65.82	431.44
93942795005	482364012	684277	JIMENEZ, LETICIA	13676	PECAN PL	92553-3856	JIMENEZ LETICIA	13676 PECAN PL	MORENO V	92553	409.51	40.95	81.08	531.54
31177415003	482364014	684277	MARTINEZ, FREDDY	13700	PECAN PL	92553-5300	OGWO ABIGAEL O	26289 TASMAN ST	MORENO V	92555	174.45	17.45	34.54	226.42
57963335002	482364016	684277	RIVAS, LAURA (RENT)	13724	PECAN PL	92553-5300	TRAN TUAN	23331 RIDGELINE RD	DIAMOND	91765	205.40	20.54	40.67	266.60
31567825009	482365001	684277	ALVAREZ, CRUZ	13747	PECAN PL	92553-5302	ALVAREZ CRUZ	22487 BAY AVE	MORENO V	92553	255.29	25.53	50.55	331.36
93080085003	487410032	684277	SUTTON, VIVIAN	26024	PECK ST	92555-2803	SUTTON PAUL	26024 PECK ST	MORENO V	92553	155.29	15.53	30.75	201.56
83015415002	487530014	684277	MUSWASWA, ERIC AND WANDA	26524	PEGASUS WAY	92555-3817	MUSWASWA ERIC M	26524 PEGASUS WAY	MORENO V	92555	191.66	19.17	37.95	248.76

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95851165008	487530012	684277	LOPEZ, MARIA (RENT)	26552	PEGASUS WAY	92555-3817	NUYEN HOWARD	5 MORNING WOOD DR	LAGUNA N	92677	83.46	8.346	16.53	108.32
31205255005	486480045	684277	JOHNSON, PEGGY	16018	PELICAN LN	92551-1656	CARDENAS FABIOLA PEREZ	1253 S SOMERSET ST	EL MONTE	91732	191.77	19.18	37.97	248.90
31593125002	486480028	684277	ALVIDREZ, ALICE	16023	PELICAN LN	92551-1656	ALVIDREZ ALICE	16023 PELICAN LN	MORENO V	92555	255.29	25.53	50.55	331.36
92413645000	486480046	684277	SYMEOU, JOHN (OWNR)	16028	PELICAN LN	92551-1656	SYMEOU ANDREAS	16028 PELICAN LN	MORENO V	92551	128.14	12.81	25.37	166.32
88275535002	291552006	684277	CENTENO, JAVIER	12780	PEMBRIDGE DR	92553-1812	CENTENO FRANCISCO JAVIER	12780 PEMBRIDGE DR	MORENO V	92553	255.18	25.518	50.53	331.22
87151445005	291552008	684277	SALMAN, CLAUDIA (RENT)	12800	PEMBRIDGE DR	92553-2858	RODRIGUEZ ABRAHAM	12800 PEMBRIDGE DR	MORENO V	92553	255.40	25.54	50.57	331.50
31287775004	486480022	684277	WHITEHEAD, BAHJAH (RENT)	16045	PENINSULA CT	92551-1646	NGUYEN HUYEN	16045 PENINSULA CT	MORENO V	92555	332.64	33.26	65.86	431.76
95333315006	486480018	684277	ROBBINS, MELVIN (OWNR)	16085	PENINSULA CT	92551-1646	ROBBINS MELVIN	16085 PENINSULA CT	MORENO V	92551	255.40	25.54	50.57	331.50
86883065003	486480017	684277	RODRIGUEZ, CHARLES (RENT)	16095	PENINSULA CT	92551-1646	WEISS FRED	16095 PENINSULA CT	MORENO V	92555	73.63	7.36	14.58	95.56
63892875001	486480016	684277	ANDERSON, JANET HILL AND KELA	16098	PENINSULA CT	92551-1646	ANDERSON KELAN	16098 PENINSULA CT	MORENO V	92551	332.64	33.26	65.86	431.76
97334245007	292022024	684277	FIERRO, AUDREY	12504	PENSKE ST	92553-5207	HULL KEVIN	12504 PENSKE ST	MORENO V	92553	255.29	25.53	50.55	331.36
97121055007	292023019	684277	CLAIRE, TERESA (RENT)	12565	PENSKE ST	92553-5208	VEGA ZOILA ROSA	12565 PENSKE ST	MORENO V	92553	128.14	12.81	25.37	166.32
31645375007	292023020	684277	MORENO, LEONARDO	12579	PENSKE ST	92553-5208	MORENO SILVIA S	12579 PENSKE ST	MORENO V	92553	255.18	25.518	50.53	331.22
89893875009	292023022	684277	OCHOA, JOSE J	12603	PENSKE ST	92553-5261	CORTEZ BLANCA	1420 E EDINGER STE 107	SANTA AN	92705	256.05	25.61	50.70	332.34
97144105009	292034006	684277	CAFFEY, LINDA (RENT)	12699	PENSKE ST	92553-5210	LYON THOMAS J	152778 MAHIMAHI ST	PAHOA HI	96778	127.77	12.78	25.30	165.84
49706775003	485033056	684277	REYNOSO, LUIS	15058	PEPPER CT	92551-7664	REYNOSO LUIS	15058 PEPPER CT	MORENO V	92551	182.32	18.23	36.10	236.64
88276483000	485033054	684277	SANCHEZ, LINDA	15082	PEPPER CT	92551-7664	AGUAYO LUIS	26340 MOUNTAIN RANCH RD	MORENO V	92555	255.40	25.54	50.57	331.50
49389665001	485033052	684277	CONDE, ROBERTO AND MARIA	15104	PEPPER CT	92551-3624	CONDE ROBERTO	1321 DESERET AVE	BARSTOW	92311	255.29	25.53	50.55	331.36
31149155006	485032024	684277	LLAMAS, MARGARITA (RENT)	15125	PEPPER CT	92551-7662	RODMAN KRISTINE M	9069 CAJALCO RD	CORONA C	92881	55.40	5.54	10.97	71.9
31563655003	485032026	684277	PULIDO, MARISOL (OWNR)	15141	PEPPER CT	92551-7662	PULIDO MARISOL	15141 PEPPER CT	MORENO V	92551	255.40	25.54	50.57	331.50
93804255000	485033047	684277	RODARTE, LUCIANA	15150	PEPPER CT	92551-3624	RODARTE LUCIANA	15150 PEPPER CT	MORENO V	92551	255.29	25.53	50.55	331.36
96457685004	485033046	684277	AVILA, MARIA	15160	PEPPER CT	92551-3624	AVILA RESENDIZ ELADIO	15160 PEPPER CT	MORENO V	92551	332.64	33.26	65.86	431.76
95220555004	485033038	684277	GONZALES, SANDRA	15254	PEPPER CT	92551-7665	GONZALEZ SANDRA ARACELI	15254 PEPPER CT	MORENO V	92551	332.64	33.26	65.86	431.76
55646825002	260222019	684277	FOSTER, LAKEYTA (RENT)	10633	PEPPER RIDGE LN	92557-2958	LY COLLIN	19002 STEWART CT	ROWLAND	91748	53.04	5.30	10.50	68.84
74727915008	291191016	684277	MUNGUIA, MARIA	13899	PEPPER ST	92553-8237	MUNGUIA ROSALIO	13899 PEPPER ST	MORENO V	92553	255.29	25.53	50.55	331.36
62677765000	291191017	684277	HERNANDEZ, OLGA	13903	PEPPER ST	92553-8240	CHAVARIN IRENE	13903 PEPPER ST	MORENO V	92553	255.29	25.53	50.55	331.36
95043565008	291191018	684277	FOX, DEXTER (OWNR)	13923	PEPPER ST	92553-8240	FOX DEXTER	13923 PEPPER ST	MORENO V	92553	332.64	33.26	65.86	431.76
63003175002	291191019	684277	CHAVEZ, CATALINA	13931	PEPPER ST	92553-8240	CHAVEZ JOSE P	13931 PEPPER ST	MORENO V	92553	255.29	25.53	50.55	331.36
66963385000	479561002	684277	WOODS, MARY	13011	PEPPERBUSH DR	92553-6800	WOODS MICHAEL	13011 PEPPERBUSH DR	MORENO V	92553	332.40	33.24	65.82	431.44
58447915003	479561003	684277	ACEVEDO, RAFAEL	13023	PEPPERBUSH DR	92553-6800	ACEVEDO RAFAEL	13023 PEPPERBUSH DR	MORENO V	92553	255.29	25.53	50.55	331.36
94491175002	479561005	684277	HARRIS, TRAVETTE	13047	PEPPERBUSH DR	92553-6800	HARRIS TRAVETTE M	13047 PEPPERBUSH DR	MORENO V	92553	90.90	9.09	18.00	117.98
31497545008	479571004	684277	CARILLO, ANA	13198	PEPPERBUSH DR	92553-0810	CARRILLO RAFAEL	13198 PEPPERBUSH DR	MORENO V	92553	255.29	25.53	50.55	331.36
93149993005	479642019	684277	GRABILL, TRACEY (RENT)	13308	PEPPERBUSH DR	92553-6849	SANCHEZ OSCAR	13308 PEPPERBUSH DR	MORENO V	92553	148.20	14.82	29.34	192.36
31259075000	474471023	684277	PEREZ, ALFREDO	24414	PEPPERMILL DR	92557-3024	PEREZ ALFREDO L	24414 PEPPERMILL DR	MORENO V	92557	284.20	28.42	56.27	368.88
70828045001	474472011	684277	OGBOGU, JONATHAN	24475	PEPPERMILL DR	92557-3027	OGBOGU JONATHAN N	24475 PEPPERMILL DR	MORENO V	92557	255.40	25.54	50.57	331.50
31294715003	474472012	684277	RODRIGUEZ, LUZ M (OWNR)	24487	PEPPERMILL DR	92557-3027	RODRIGUEZ LUZ M	24487 PEPPERMILL DR	MORENO V	92557	289.81	28.98	57.38	376.16
31350405008	474511001	684277	BALLARD, CAROL	24516	PEPPERMILL DR	92557-3053	BALLARD CAROLYN A	24516 PEPPERMILL DR	MORENO V	92557	255.29	25.53	50.55	331.36
97107975003	482443027	684277	RIVERA, MYRA (RENT)	14229	PERHAM CT	92553-6769	CHACON CARLOS JOSE	765 N MAIN ST	CORONA C	92880	63.63	6.363	12.60	82.58
91965203002	482312002	684277	SMITH, DONNA (RENT)	14359	PERHAM DR	92553-3581	ANDRADE FINANCIAL	2060 E ROUTE 66 NO 101	GLENDORA	91740	205.40	20.54	40.67	266.60
31610725008	482281002	684277	GARRETT, BOBBIE AND ANA	14395	PERHAM DR	92553-3581	ALZAGA VERONICA	14395 PERHAM DR	MORENO V	92553	255.29	25.53	50.55	331.36
97024995006	482271009	684277	MENDOZA, JOSE (OWNR)	14543	PERHAM DR	92553-3560	AGUILAR JOSE LUCAS M	14543 PERHAM DR	MORENO V	92553	235.03	23.50	46.54	305.06
31144045001	482271006	684277	STEVENS, STEPHANIE	14579	PERHAM DR	92553-3560	GALVAN VICTORIA	14579 PERHAM DR	MORENO V	92553	255.29	25.53	50.55	331.36
31243655002	482271001	684277	RUBAL, GRISELDA	14623	PERHAM DR	92553-3562	RUBAL RAMON	14623 PERHAM DR	MORENO V	92553	255.29	25.53	50.55	331.36
91020243008	482302011	684277	RENDON, SANDRA (RENT)	14645	PERHAM DR	92553-3562	LUNA MIRABELLA	14645 PERHAM DR	MORENO V	92553	25.54	2.55	5.06	33.14
57613585000	482302008	684277	HENDERSON, DAVID AND THERES	14675	PERHAM DR	92553-3562	LAM AMY	14675 PERHAM DR	MORENO V	92553	191.66	19.17	37.95	248.76
75051825001	482303006	684277	RAMIREZ, MELODY	14690	PERHAM DR	92553-3564	RAMIREZ MELODY	14690 PERHAM DR	MORENO V	92553	255.29	25.53	50.55	331.36
31128965000	482302003	684277	ARMSTRONG, DASHAWN (RENT)	14725	PERHAM DR	92553-3556	HALL ROSALYNE	14725 PERHAM DR	MORENO V	92553	63.63	6.363	12.60	82.58
31309455003	482302002	684277	CORREA, LORENZO	14735	PERHAM DR	92553-3556	CORREA LORENZO	P O BOX 173	MIRA LOM	91752	191.66	19.17	37.95	248.76
62182445009	482302001	684277	ABEYTA, BETTY	14745	PERHAM DR	92553-3556	ABEYTA BETTY	14745 PERHAM DR	MORENO V	92553	255.29	25.53	50.55	331.36
31071675003	482383003	684277	BUCHANAN, KEN	14767	PERHAM DR	92553-3651	BUCHANAN KENNETH L	14767 PERHAM DR	MORENO V	92553	49.13	4.913	9.73	63.76
31535415002	482384020	684277	GIBSON, MARTHA	14802	PERHAM DR	92553-7699	ADAMS GIBSON MARTHA ANN	14802 PERHAM CT	MORENO V	92553	255.29	25.53	50.55	331.36
49297895008	482382013	684277	PADILLA, ROBERT (OWNR)	14854	PERHAM DR	92553-3662	PADILLA MARCELINO	14854 PERHAM DR	MORENO V	92553	88.96	8.90	17.61	115.46
58637005000	482672004	684277	MONTALVO, JOSE JAUREGUI	14936	PERHAM DR	92553-7645	JAUREGUI JOSE	14936 PERHAM DR	MORENO V	92553	121.66	12.17	24.09	157.90
31121225001	487282007	684277	PARPIDA, CLAUDIA	26225	PERRIER DR	92555-2361	LEW ROBERT K	3612 NORWICH PL	ROWLAND	91748	255.18	25.518	50.53	331.22
62860975008	487293006	684277	AVEN, SHERYL	26285	PERRIER DR	92555-2334	BLAIR REGINALD	26285 PERRIER DR	MORENO V	92555	509.31	50.93	100.84	661.08
31558405006	487293007	684277	MARTINEZ, ROBERTO (OWNR)	26295	PERRIER DR	92555-2334	MARTINEZ ROBERTO	26295 PERRIER DR	MORENO V	92555	255.40	25.54	50.57	331.50
97392945008	475141031	684277	HARRIS, ROBERT	11473	PERRIS BLVD	92557-5660	MANSELL HARNETHIA	14280 PALMEA DR	MORENO V	92553	255.18	25.518	50.53	331.22
31139455004	475150005	684277	HERNANDEZ, MIGUEL (OWNR)	11531	PERRIS BLVD	92557-5662	HERNANDEZ MIGUEL	11531 PERRIS BLV	MORENO V	92557	255.40	25.54	50.57	331.50
90863695007	475220039	684277	GONZALEZ, ELIZABETH	11673	PERRIS BLVD	92557-6537	NGO VAN T	11673 PERRIS BLV	MORENO V	92557	250.07	25.007	49.51	324.58
31216515008	474120009	684277	SANAME, MILFORD	11730	PERRIS BLVD	92557-6538	SANAME MILFORD JAMES JR TRUST	11730 PERRIS BLV	MORENO V	92557	255.40	25.54	50.57	331.50
31467485003	475300025	684277	WALL, CHARLES	11987	PERRIS BLVD	92557-6543	WALL CHARLIE BARTON	27280 DARLENE DR	MORENO V	92555	255.29	25.53	50.55	331.36
96668885004	481200023	684277	DEW, MICHAEL (OWNR) APTS	12777	PERRIS BLVD	92553-4110	DEW MICHAEL S	6291 CENTURY HILL DR	RIVERSIDE	92506	127.92	12.79	25.33	166.04
70943535005	481210050	684277	WILLIAMS, JOSEPH AND SHEILA	12801	PERRIS BLVD	92553-4132	CO MARCELO	16571 SADDLEBROOK LN	MORENO V	92551	133.77	13.377	26.49	173.62
31143805003	479200022	684277	GIBBS, ASHAWNDA	13608	PERRIS BLVD	92553-4307	LLAMAS ERNESTINA	13608 PERRIS BLV	MORENO V	92553	374.01	37.40	74.05	485.46
94277215007	482230022	684277	EDWARDS, WALTER	14739	PERRIS BLVD	92553-7115	EDWARDS WALTER L	14739 PERRIS BLV	MORENO V	92553	255.29	25.53	50.55	331.36

MV00207991

94581005006	316190009	684277	CERDA, MARTHA (RENT)	17111	PERRIS BLVD	92551-9517	WEN CHRIS HONG MING	10411 JEROME ST	VILLA PARK	92861	141.82	14.18	28.08	184.08
31054165006	481200022	684277	GARCIA, ESMARIA (RENT) APTS	12765	PERRIS BLVD UNIT B	92553-2362	CO MARCELO	16571 SADDLEBROOK LN	MORENO V	92551	390.65	39.07	77.35	507.06
68041045005	482396011	684277	ALEXANDER, GREGORY	13516	PERSIMMON RD	92553-5306	HIGH ALEXANDER HEIDI	13516 PERSIMMON RD	MORENO V	92553	255.29	25.53	50.55	331.36
90213345009	482396007	684277	ZULUETA, LOUISE	13570	PERSIMMON RD	92553-5306	ZULUETA LOUISE	13570 PERSIMMON RD	MORENO V	92553	255.29	25.53	50.55	331.36
31108355000	482396003	684277	BELLAMY, TRACIE (RENT)	13612	PERSIMMON RD	92553-3858	ULA NAZMUL	8125 GEORGETOWN AVE	LOS ANGEL	90045	255.40	25.54	50.57	331.50
1.00345E+11	482361007	684277	RILEY, ERIKA	13666	PERSIMMON RD	92553-3858	WILLIAMS ERIKA	13666 PERSIMMON RD	MORENO V	92553	255.40	25.54	50.57	331.50
55234645005	487381014	684277	FLEWELLEN, CATHERINE	26438	PETALUMA AVE	92555-2463	FLEWELLEN CATHERINE	26438 PETALUMA AVE	MORENO V	92555	191.66	19.17	37.95	248.76
31108755006	304090029	684277	BROWN, JADA (OWRN)	14830	PETE DYE ST	92555-6330	HORTON BONNIE AUGUSTA	301 EDGEWOOD DR	WINGATE	28174	255.40	25.54	50.57	331.50
84448085003	304090014	684277	SCOTT, LA RHONDA	14831	PETE DYE ST	92555-6330	SCOTT LA RHONDA MARIE	14831 PETE DYE ST	MORENO V	92555	255.29	25.53	50.55	331.36
31179985009	304090031	684277	PLACCHI, JENNIFER	14850	PETE DYE ST	92555-6331	BONENFANT CHRISTOPHER M	14850 PETE DYE ST	MORENO V	92555	255.29	25.53	50.55	331.36
31311875001	304090007	684277	MORLEY, RONALD	14901	PETE DYE ST	92555-6334	MORTLEY HUGO	841 SEQUOIA CIR	MONROVI	91016	255.40	25.54	50.57	331.50
61279585004	304090038	684277	SANDERWALKER, ROBERT	14920	PETE DYE ST	92555-6333	VANDERWALKER ROBERT WILLIAM	14920 PETE DYE ST	MORENO V	92555	255.29	25.53	50.55	331.36
92172765006	304090039	684277	ADAMSON, CANDICE (RENT)	14930	PETE DYE ST	92555-6333	ADAMSON CANDICE	14930 PETE DYE ST	MORENO V	92555	255.40	25.54	50.57	331.50
31238775007	304090040	684277	BASS, LATRICIA	14940	PETE DYE ST	92555-6333	BASS LATRICIA	25790 VIA QUINTO ST	MORENO V	92551	155.29	15.53	30.75	201.56
95592085005	304090003	684277	PEREZ, LIBARDO	14941	PETE DYE ST	92555-6334	PEREZ LIBRADO Y	14941 PETE DYE ST	MORENO V	92555	191.77	19.18	37.97	248.90
64914135008	488230002	684277	HERRERA, CHERYL	12038	PETTIT ST	92555-5406	GONZALEZ JUAN FABRIZIO	12038 PETTIT ST	MORENO V	92555	255.18	25.518	50.53	331.22
31412765000	478341007	684277	PALOMAREZ, MARYJANE	13783	PEYTON DR	92555-6137	PALOMAREZ MARYJANE	13783 PEYTON DR	MORENO V	92555	97.29	9.73	19.26	126.28
91124863007	482631005	684277	CARDOZO, SALVADOR (RENT)	13815	PHEASANT KNOLL LN	92553-3877	MARTINEZ MANUEL RICO	13815 PHEASANT KNOLL LN	MORENO V	92553	255.40	25.54	50.57	331.50
93395205000	482631009	684277	RENTERIA, JULIO (OWNR)	13867	PHEASANT KNOLL LN	92553-3877	RENTERIA JULIO	13867 PHEASANT KNOLL LN	MORENO V	92553	255.29	25.53	50.55	331.36
31262315004	482631012	684277	TAMAYO, GINO (OWNR)	13907	PHEASANT KNOLL LN	92553-3880	TAMAYO GINO H	13907 PHEASANT KNOLL LN	MORENO V	92553	255.29	25.53	50.55	331.36
31603165000	482633016	684277	FIELDS, LEANDRE	13914	PHEASANT KNOLL LN	92553-5330	FIELDS LE ANDRE	13914 PHEASANT KNOLL LN	MORENO V	92553	255.29	25.53	50.55	331.36
93821295006	482631017	684277	CRUZ, NELSON (RENT)	13961	PHEASANT KNOLL LN	92553-3880	KIMBROUGH ALEXANDRA	13961 PHEASANT KNOLL LN	MORENO V	92553	49.95	4.995	9.89	64.82
95301275001	482596009	684277	THOMAS, TIMOTHY	14409	PHILO ST	92553-5894	BRAZIER ARLENA	19733 ALONDA DR	CARSON C	90746	332.16	33.216	65.77	431.14
75402185000	482581009	684277	ESCALERA, JUAN	14527	PHILO ST	92553-5823	ESCALERA JUAN	14527 PHILO ST	MORENO V	92553	186.79	18.68	36.98	242.44
97431825009	482581005	684277	CHAVIRA, GLORIA (RENT)	14575	PHILO ST	92553-5823	ENTRUST ADMINSTRATION INC	555 12TH ST NO 1250	OAKLAND	94607	27.53	2.753	5.45	35.72
92955923001	291161011	684277	RANGEL, JACOB (RENT)	13649	PHYLLIS AVE	92553-8344	CLARENCE KENNETH T	6753 LONICERA ST	CARLSBAD	92011	238.06	23.81	47.14	309
92637253005	484264014	684277	RODRIGUEZ, GUADALUPE	25332	PICASSO CT	92553-7101	RODRIGUEZ GUADALUPE	25332 PICASSO CT	MORENO V	92553	128.03	12.80	25.35	166.18
91686753008	474710003	684277	CRUZ, MIGUEL	25300	PICO VISTA WAY	92557-5221	CRUZ MIGUEL ANTONIO	25300 PICO VISTA WAY	MORENO V	92557	255.29	25.53	50.55	331.36
31372015004	304481010	684277	FELTENBERGER, MARK (RENT)	14570	PIEDMONT DR	92555-5739	THR CALIF	291 CORPORATE TERRACE CIR	CORONA C	92879	90.69	9.07	17.96	117.70
95486515000	259140005	684277	COLHOU, FRANCES (RENT)	8671	PIGEON PASS RD	92557-0702	MSC DEV INC	7375 KINGSLEY WAY	RIVERSIDE	92504	248.75	24.88	49.25	322.86
88417735008	264110011	684277	TORO, EDUARDO	11455	PIGEON PASS RD	92557-4712	GT INV INC	11236 HERMINIA CT	MORENO V	92555	461.22	46.122	91.32	598.66
93933753002	256306020	684277	LOBATO, ALONSO	11650	PIMLICO WAY	92557-8553	LOBATO ALONSO G	4242 PEARL CIRCLE	CYPRESS C	90630	159.31	15.93	31.54	206.78
95482395004	256306024	684277	SALERA, SANDRA	11690	PIMLICO WAY	92557-8553	SALERA EDGARDO A	11690 PIMLICO WAY	MORENO V	92557	332.40	33.24	65.82	431.44
92427483003	260136004	684277	COOK, BLANCHE	23837	PINE FIELD DR	92557-3917	COOK BLANCHE M	23837 PINE FIELD DR	MORENO V	92557	255.29	25.53	50.55	331.36
92532175005	260132001	684277	VEYNA, JOSE	23886	PINE FIELD DR	92557-3916	VEYNA JOSE M	23886 PINE FIELD DR	MORENO V	92557	255.29	25.53	50.55	331.36
91573205004	260136001	684277	JACKSON, KELLEY	23889	PINE FIELD DR	92557-3917	JACKSON WILLIAM EDWIN	23889 PINE FIELD DR	MORENO V	92557	255.29	25.53	50.55	331.36
1.01593E+11	260144010	684277	SAUCEDO, ROBERT (RENT)	23899	PINE FIELD DR	92557-3917	HOGAN RONALD	4936 WESTMONT ST	RIVERSIDE	92507	179.04	17.90	35.45	232.38
99777733002	260141027	684277	EDMONDS,ADRENA	23910	PINE FIELD DR	92557-3900	EDMONDS ADRENA BERNIECE	9277 ARCHWOOD CT	RIVERSIDE	92508	332.40	33.24	65.82	431.44
93645333001	260141026	684277	MILLER, MAUREEN AND ROBERT	23920	PINE FIELD DR	92557-3900	MILLER ROBERT E	23920 PINE FIELD DR	MORENO V	92557	128.03	12.80	25.35	166.18
87842045003	260141022	684277	STEVENS, BRENDA	23960	PINE FIELD DR	92557-3900	STEVENS BRENDA FAYE	23960 PINE FIELD DR	MORENO V	92557	255.40	25.54	50.57	331.50
31064205007	260221055	684277	BELL, LATOYA	23959	PINE SMOKE PL	92557-2959	BELL PATRICIA	23959 PINE SMOKE PL	MORENO V	92557	255.29	25.53	50.55	331.36
1.01103E+11	304391008	684277	BARNES, TAMARA	15014	PINE VALLEY CIR	92555-6340	BARNES TIMOTHY	15014 PINE VALLEY CIR	MORENO V	92555	255.29	25.53	50.55	331.36
80527505000	479351018	684277	GAINER, RONALD (RENT)	12781	PINEBROOK CT	92553-4744	LOUDEN	5440 TRABUCO RD NO 200	IRVINE CA	92620	256.24	25.62	50.74	332.58
55774535003	479351026	684277	WALKER, KEISHA (RENT)	12784	PINEBROOK CT	92553-4744	CARBALLO EVELYN C	18715 VICTORY BLV	RESEDA C	91335	60.40	6.04	11.96	78.38
80396605009	479351025	684277	BARAJAS, RAYMOND (OWNR)	12796	PINEBROOK CT	92553-4744	BARAJAS DOROTEO RAMON	12796 PINEBROOK CT	MORENO V	92553	282.86	28.29	56.01	367.14
95048565007	479351013	684277	VILLALOBOS, ELVIS	12832	PINEBROOK CT	92553-1214	SALCEDO RAFAEL A	12832 PINEBROOK CT	MORENO V	92553	75.40	7.54	14.93	97.86
90429143003	304172055	684277	MC DANIEL, BENNIE O	15660	PININA CT	92555-4938	MCDANIEL BENNIE	15660 PININA CT	MORENO V	92555	332.40	33.24	65.82	431.44
74886035007	304172059	684277	GONZALEZ, EMILY	15669	PININA CT	92555-4938	GONZALEZ GABRIEL	15669 PININA CT	MORENO V	92555	332.16	33.216	65.77	431.14
66994735002	264361036	684277	DUBON, GUS	11643	PINTAIL CT	92557-5435	DUBON GUSTAVO A	11643 PINTAIL CT	MORENO V	92557	255.29	25.53	50.55	331.36
90116065002	264361038	684277	ASPER, ALVIE (OWNR)	11651	PINTAIL CT	92557-5435	ASPRER ALVIE C	11651 PINTAIL CT	MORENO V	92557	182.40	18.24	36.12	236.74
80395765007	264361029	684277	VASQUEZ, ISRAEL	11672	PINTAIL CT	92557-5434	VAZQUEZ ISRAEL	11672 PINTAIL CT	MORENO V	92557	255.40	25.54	50.57	331.50
97360655005	264361042	684277	STEWART, SHANNON (RENT)	11703	PINTAIL CT	92557-5436	FERNHOLZ CLAUDE A	11703 PINTAIL CT	MORENO V	92557	63.63	6.363	12.60	82.58
97360655010	264361039	684277	HINES, LISA (RENT)	11673	PINTAIL CT	92557-5436	MINDREAU RONALD J	#REF!	#REF!	#REF!	109.80	10.98	21.74	142.52
66270185002	487041007	684277	GARCIA, MARY	26046	PINZON CT	92555-1804	QUINTON HOLIS M	26046 PINZON CT	MORENO V	92555	255.29	25.53	50.55	331.36
85418055001	487041009	684277	RICE, SHEILA AND JOSEPH	26070	PINZON CT	92555-1804	RICE JOSEPH	26070 PINZON CT	MORENO V	92555	255.29	25.53	50.55	331.36
31450825008	264243014	684277	JACOBSEN, HARRY	11185	PIONEER RIDGE RD	92557-4808	JACOBSEN ANGELA J	11185 PIONEER RIDGE RD	MORENO V	92557	332.40	33.24	65.82	431.44
31414835002	264214001	684277	DICKERSON, B JEWELL AND B	11221	PIONEER RIDGE RD	92557-4808	DICKERSON BRETT	11221 PIONEER RIDGE RD	MORENO V	92557	255.29	25.53	50.55	331.36
81138555004	264214003	684277	ALLEN, CALVIN	11261	PIONEER RIDGE RD	92557-4808	ALLEN CALVIN	11261 PIONEER RIDGE RD	MORENO V	92557	255.29	25.53	50.55	331.36
66454775008	479431019	684277	ROBERSON, MAURICE	25775	PIZZARO CT	92557-7744	ROBERSON MAURICE	25775 PIZZARO CT	MORENO V	92557	332.40	33.24	65.82	431.44
31535355004	296151018	684277	MCCOMB, CHERYL	13588	PLATO DR	92553-9656	MCCOMB CHERYL	13588 PLATO DR	MORENO V	92553	255.29	25.53	50.55	331.36
31087765000	296151021	684277	HARISTON, REGINALD (RENT)	13601	PLATO DR	92553-9685	SALCEDO NICHOLAS A	13601 PLATO DR	MORENO V	92553	255.40	25.54	50.57	331.50
31090775002	296161067	684277	MORA, BELEN (RENT)	13633	PLATO DR	92553-9657	PLATO DRIVE TRUST	231 E ALESSANDRO BL NO A	RIVERSIDE	92508	46.50	4.65	9.21	60.34
31502315003	296161068	684277	LANGSTON, BILL	13637	PLATO DR	92553-9657	LANGSTON BILLY JOE	13637 PLATO DR	MORENO V	92553	255.29	25.53	50.55	331.36
69701685008	296161004	684277	SUBIA, MARGIE	13673	PLATO DR	92553-9658	SUBIA MARGIE A	13673 PLATO DR	MORENO V	92553	23.31	2.33	4.62	30.24
87940945006	296161006	684277	FLORES, BRANDY (OWNR)	13697	PLATO DR	92553-9658	FLORES JEFFREY JOHN	13697 PLATO DR	MORENO V	92553	255.40	25.54	50.57	331.50

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88766633009	291233022	684277	ALCANTAR, YESENIA (RENT)	13612	PLAYER CT	92553-8648	RAMIREZ LUZ	293 SAINT ELMOS CT	PERRIS CA	92571	284.30	28.43	56.29	369.02
31139295008	291233018	684277	SAHAGUN, EDGAR	13662	PLAYER CT	92553-8648	CAMARENA ELIBERTO	13662 PLAYER CT	MORENO V	92553	255.18	25.518	50.53	331.22
97110635009	291233017	684277	GUERRERO, SONIA (RENT)	13676	PLAYER CT	92553-8648	LEDESSMA ANA	13676 PLAYER CT	MORENO V	92553	255.40	25.54	50.57	331.50
94050355008	474451016	684277	CLARK, DAVID	24137	PLEASANT RUN RD	92557-4031	CLARK DAVID P	24137 PLEASANT RUN RD	MORENO V	92557	255.29	25.53	50.55	331.36
93163023000	474451017	684277	DOUGLAS, JOSEPH AND LISA	24151	PLEASANT RUN RD	92557-4031	DOUGLAS LISA T	24151 PLEASANT RUN RD	MORENO V	92557	255.40	25.54	50.57	331.50
89386453002	474451020	684277	FLORES, ARMANDO	24191	PLEASANT RUN RD	92557-4031	FLORES ARMANDO	24191 PLEASANT RUN RD	MORENO V	92557	255.29	25.53	50.55	331.36
93633065003	474451021	684277	BREAU, JERRENE	24205	PLEASANT RUN RD	92557-4031	BREAUX SHERMAN	24205 PLEASANT RUN RD	MORENO V	92557	255.29	25.53	50.55	331.36
93660525000	312310006	684277	AGUIRRE, TONY	25337	PLUMERIA LN	92551-2579	AGUIRRE TONY	25337 PLUMERIA LN	MORENO V	92551	65.87	6.59	13.04	85.48
31426265005	312313020	684277	BROWN, MICHAEL (RENT)	25348	PLUMERIA LN	92551-2425	BROWN MICHAEL O	25348 PLUMERIA LN	MORENO V	92551	91.66	9.17	18.15	118.96
82205665007	312183006	684277	RASMUSSEN, ROBERTA	25429	PLUMERIA LN	92551-2562	ALLAN BRIAN F	25429 PLUMERIA LN	MORENO V	92551	79.20	7.92	15.68	102.80
31288025000	474541030	684277	MELENDREZ, ALEX	24741	PLUMTREE CT	92557-4132	MELENDREZ ALEX A	24741 PLUMTREE CT	MORENO V	92557	332.64	33.26	65.86	431.76
31408075003	474541034	684277	AVILA, ALICIA BERTHA (OWNR)	24783	PLUMTREE CT	92557-4132	AVILA ALICIA BERTHA	24783 PLUMTREE CT	MORENO V	92557	255.40	25.54	50.57	331.50
96842495007	474541037	684277	DIXON, BRENDA	24800	PLUMTREE CT	92557-4132	DIXON REGINALD	24800 PLUMTREE CT	MORENO V	92557	83.40	8.34	16.51	108.24
96738215006	474541036	684277	BANKS, MICHAEL	24801	PLUMTREE CT	92557-4132	BANKS MICHAEL H	24801 PLUMTREE CT	MORENO V	92557	58.03	5.80	11.49	75.32
31297805007	487361036	684277	RICKS, YVETTE	13136	POCONO CT	92555-2414	RICKS RENEE	13136 POCONO CT	MORENO V	92555	255.18	25.518	50.53	331.22
51305555005	487361038	684277	RAMIREZ, MARIA	13156	POCONO CT	92555-2414	RAMIREZ MARIA	13156 POCONO CT	MORENO V	92555	255.29	25.53	50.55	331.36
94837015000	487361031	684277	LARA-TELLEZ, DAVID	13159	POCONO CT	92555-2415	LARA TELLEZ DAVID A	13159 POCONO CT	MORENO V	92556	255.29	25.53	50.55	331.36
94484575003	487361030	684277	TORRES, PEDRO	13169	POCONO CT	92555-2415	TORRES PEDRO	13169 POCONO CT	MORENO V	92555	255.29	25.53	50.55	331.36
88085093007	487361040	684277	NEWSON, TIM	13176	POCONO CT	92555-2414	NEWSOM TIMOTHY JOE	13176 POCONO CT	MORENO V	92555	255.29	25.53	50.55	331.36
31600925007	487361042	684277	PERRY, CHRISTINA (RENT)	13196	POCONO CT	92555-2414	PERRY CRISTINA A	13196 POCONO CT	MORENO V	92555	59.18	5.92	11.72	76.80
31146845008	316222005	684277	FLORES, CARMEN	24550	POLARIS DR	92551-7486	MORENO RAUL	24550 POLARIS DR	MORENO V	92551	255.40	25.54	50.57	331.50
92986013000	316221011	684277	QUINN, QUINCY (RENT)	24555	POLARIS DR	92551-7486	CHAU JACK CHUNGYEE	1884 S OAKGATE ST	MONTERE	91755	265.74	26.57	52.62	344.92
31595655005	316221009	684277	THOMAS, GWENDELYN (RENT)	24575	POLARIS DR	92551-7486	TRAN TONY H	24575 POLARIS DR	MORENO V	92551	165.00	16.50	32.67	214.16
52989755003	316221005	684277	JACKSON, DAMION	24615	POLARIS DR	92551-7487	BRADSHAW ANASTASIA NICOLE	24615 POLARIS DR	MORENO V	92551	31.77	3.177	6.29	41.22
31127145005	316221004	684277	GOMEZ, LILIANA (OWNR)	24625	POLARIS DR	92551-7487	GOMEZ LILIANA EVA	24625 POLARIS DR	MORENO V	92551	174.17	17.42	34.49	226.06
31373685001	487014013	684277	GOMEZ, PATRICIA	12247	PONCE DE LEON DR	92557-7712	GOMEZ PATRICIA B	12247 PONCE DE LEON DR	MORENO V	92557	255.29	25.53	50.55	331.36
91138413002	308573001	684277	SPEARMAN, CHARZETTA (RENT)	15611	PONCHA SPRINGS WAY	92555-4975	NGUYEN ANH	19882 KRAMERIA AVE	RIVERSIDE	92508	95.40	9.54	18.89	123.82
80913275000	308572024	684277	NGO, HUY (RENT)	15616	PONCHA SPRINGS WAY	92555-4973	TRAN SON HOANH	15616 PONCHA SPRINGS WAY	MORENO V	92555	128.14	12.81	25.37	166.32
58817055007	260154016	684277	CANO, ERIK (OWNR)	10949	POPPY FIELD CIR	92557-3912	CANO ERIK	825 DOYLE AVE	REDLANDS	92374	55.40	5.54	10.97	71.90
97154605003	260154014	684277	GREY, CHARLES (RENT)	10960	POPPY FIELD CIR	92557-3912	THOMPSON STEVEN C	10960 POPPY FIELD CIR	MORENO V	92557	255.40	25.54	50.57	331.50
31468715003	485152001	684277	GREEN, JOHNNIE (RENT)	24031	POPPYSTONE DR	92551-7603	CARR STEPHANIE TRINAY	17622 MULBERRY DR	CARSON C	90746	57.00	5.70	11.29	73.98
89737093002	485152005	684277	GONZALEZ, ALFREDO (OWNR)	24063	POPPYSTONE DR	92551-7603	GONZALEZ ALFREDO	24063 POPPYSTONE DR	MORENO V	92551	31.77	3.18	6.29	41.22
53517055008	485152007	684277	GONZALEZ, VALERIE (RENT)	24077	POPPYSTONE DR	92551-7603	YACOOB ALMAS	24077 POPPYSTONE DR	MORENO V	92551	267.81	26.78	53.03	347.60
64887315008	485151008	684277	GONZALES, JESSICA	24084	POPPYSTONE DR	92551-7604	GONZALEZ GERMAN	24084 POPPYSTONE DR	MORENO V	92551	194.10	19.41	38.43	251.94
31206775004	485152008	684277	PARRAS, NINA	24085	POPPYSTONE DR	92551-7603	PORRAS JESUS A	24085 POPPYSTONE DR	MORENO V	92551	150.29	15.03	29.76	195.06
92530613007	485153010	684277	MARTINEZ, CORRINE	24125	POPPYSTONE DR	92551-7644	MARTINEZ FREDRICK MICHAEL	24125 POPPYSTONE DR	MORENO V	92551	82.64	8.264	16.36	107.26
80500445000	485151014	684277	PEREZ, CHRISTIAN (RENT)	24132	POPPYSTONE DR	92551-7643	BARONA DANIEL A	24132 POPPYSTONE DR	MORENO V	92551	148.79	14.879	29.46	193.12
92994175007	485153006	684277	PULIDO, MARISELA	24155	POPPYSTONE DR	92551-7644	PULIDO MARISELA	24155 POPPYSTONE DR	MORENO V	92551	38.77	3.877	7.68	50.32
98191085013	485151018	684277	JOHNSON, CORETTA (RENT)	24164	POPPYSTONE DR	92551-7643	WEI FU	24164 POPPYSTONE DR	MORENO V	92551	133.60	13.36	26.45	173.40
31531705000	485151019	684277	TAYLOR, ERICA (RENT)	24172	POPPYSTONE DR	92551-7643	ALVAREZ ALLAN	24172 POPPYSTONE DR	MORENO V	92551	85.69	8.569	16.97	111.22
52390355008	485153003	684277	MARTIN, SHARRON	24179	POPPYSTONE DR	92551-7634	LEAL RODOLFO	24179 POPPYSTONE DR	MORENO V	92551	255.29	25.53	50.55	331.36
31141425007	485151021	684277	EMEZUO, HENRY	24188	POPPYSTONE DR	92551-5121	EMEZUO HENRY N	24188 POPPYSTONE DR	MORENO V	92551	255.29	25.53	50.55	331.36
31257935004	484060041	684277	CHURCHILL, EARLEEN	14151	PORT ROYAL PL	92553-2916	CHURCHILL GARY L	14151 PORT ROYAL PL	MORENO V	92553	255.40	25.54	50.57	331.50
96058255000	484060048	684277	ODOM, RAMONA (RENT)	14168	PORT ROYAL PL	92553-2915	MEZA JOSE LUIS	14168 PORT ROYAL PL	MORENO V	92553	142.94	14.294	28.30	185.52
31356505004	484060051	684277	CHANDLER, KIMBERLY (RENT)	14196	PORT ROYAL PL	92553-2915	ADELEYE ADENIYI	27597 CORTE DEL SOL	MORENO V	92555	56.33	5.633	11.15	73.1
91328685002	484060036	684277	COBB, LOVITA (RENT)	14197	PORT ROYAL PL	92553-2916	STATEN PAMELA A	27900 JOHN F KENNEDY NO C	MORENO V	92555	93.56	9.36	18.52	121.44
92766025001	292191013	684277	CARILLO, ELENA	12005	POUTOUS CT	92557-8147	CARRILLO ELENA	12005 POUTOUS CT	MORENO V	92557	255.29	25.53	50.55	331.36
49746505006	292206007	684277	BABARACO, MARJORIE	12067	POUTOUS CT	92557-8147	BADARACO MARJORIE	12067 POUTOUS CT	MORENO V	92557	255.29	25.53	50.55	331.36
31366725007	292207001	684277	WILLIAMS, OZIE	12124	POUTOUS CT	92557-8157	BERNARD FELICIA JOYCE	12124 POUTOUS CT	MORENO V	92557	255.29	25.53	50.55	331.36
31289725001	482343031	684277	BURROWS, STEVE	24017	POWELL PL	92553-3573	BURROWS STEVE C	24017 POWELL PL	MORENO V	92553	332.40	33.24	65.82	431.44
91874505003	482343025	684277	SUSS JR, DON	24101	POWELL PL	92553-3565	SUSS DON O	24101 POWELL PL	MORENO V	92553	135.29	13.53	26.79	175.60
75339045004	482343008	684277	ANDERSON, MONIQUE (RENT)	24160	POWELL PL	92553-3568	HERNANDEZ JOSE FRANCISCO	24160 POWELL PL	MORENO V	92553	74.65	7.465	14.78	96.88
62943335007	487412014	684277	DELT, ASHLEY (RENT)	26032	PRADO ST	92555-2807	DUENAS DAVID	19002 STEWART CT	ROWLAND	91748	472.33	47.233	93.52	613.08
61177275005	487410014	684277	MOORE, DYANA (OWN)	26095	PRADO ST	92555-2808	MOORE DYANA L	26095 PRADO ST	MORENO V	92555	255.40	25.54	50.57	331.50
96033155004	487184014	684277	HERNANDEZ, MACARIO (OWNR)	26980	PRAIRIE DOG LN	92555-2024	HERNANDEZ MACARIO C	26980 PRAIRIE DOG LN	MORENO V	92555	255.29	25.53	50.55	331.36
89667033004	308370002	684277	SAUNDERS, FLYNN (RENT)	26358	PRAIRIE LN	92555-2942	PRECIADO IRENE	355 N 3RD ST APT 3	CAMPBELL	95008	128.14	12.81	25.37	166.32
31572915000	308362049	684277	RAMOS, JOSE (RENT)	26365	PRAIRIE LN	92555-2943	TAVAREZ JUAN MANUEL	1010 S MOUNTAIN AVE	ONTARIO	91762	154.48	15.45	30.59	200.50
75986115007	308372009	684277	BRADLEY, GEOFFREY	26402	PRAIRIE LN	92555-2944	BRADLEY MARSHA M	26402 PRAIRIE LN	MORENO V	92555	255.29	25.53	50.55	331.36
90923155002	308371009	684277	GAMEZ, PATRICIA	26473	PRAIRIE LN	92555-2944	MAHRER JAMES	26473 PRAIRIE LN	MORENO V	92555	255.29	25.53	50.55	331.36
90073773006	488281013	684277	WHEELER, KELLY	12323	PRAIRIE WIND TRL	92555-5425	WHEELER KELLY L	12323 PRAIRIE WIND TR	MORENO V	92555	162.24	16.22	32.12	210.58
94703255003	488282001	684277	BAISDEN, LARRY	12342	PRAIRIE WIND TRL	92555-5425	BAISDEN LARRY	12342 PRAIRIE WIND TR	MORENO V	92555	255.29	25.53	50.55	331.36
88210393008	488290016	684277	ZAZUETA, LYNNAY (OWNR)	12444	PRAIRIE WIND TRL	92555-5405	ZAZUETA LINNAY	12444 PRAIRIE WIND TR	MORENO V	92555	128.14	12.81	25.37	166.32
31286425000	478412006	684277	WRIGHT JR, EUGENE (OWNR)	13423	PRANCER LN	92555-8420	WRIGHT EUGENE W	13423 PRANCER LN	MORENO V	92555	255.40	25.54	50.57	331.50
91734363008	485083006	684277	CISNEROS, RICARDO	15129	PRENTICE WAY	92551-4064	CISNEROS RICARDO	15129 PRENTICE WAY	MORENO V	92551	128.03	12.80	25.35	166.18
98285305017	485083007	684277	ARREDONDO, DAVID	15141	PRENTICE WAY	92551-4064	ARREDONDO DAVID	15141 PRENTICE WAY	MORENO V	92551	55.29	5.53	10.95	71.76

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97936365003	485093010	684277	BARRON, ERIC (OWNR)	15165	PRENTICE WAY	92551-4025	BARRON ERIC A	15165 PRENTICE WAY	MORENO V	92551	48.03	4.80	9.51	62.34
31621965004	485093012	684277	BRADY, SHALLA (RENT)	15189	PRENTICE WAY	92551-4025	TRAN VINCENT HUNG	15189 PRENTICE WAY	MORENO V	92551	191.77	19.18	37.97	248.90
96311095007	485093013	684277	FERGUSON, ALICE	15201	PRENTICE WAY	92551-0908	RODRIGUEZ OMAR R	15201 PRENTICE WAY	MORENO V	92551	255.40	25.54	50.57	331.50
31376665008	260231022	684277	ANDERSON, ROBERT (OWNR)	23375	PRESCOTT	92557-2805	ANDERSON ROBERT J	23375 PRESCOTT	MORENO V	92557	255.29	25.53	50.55	331.36
96195075008	259491026	684277	EDWARDS, CANDY	23547	PRESIDIO HILLS DR	92557-3536	STONGE RONALD R	23547 PRESIDIO HILLS DR	MORENO V	92557	255.40	25.54	50.57	331.50
89901715004	304183029	684277	ROMAN, MARTHA (OWNR)	15713	PRESTANCIA CT	92555-4925	GONZALEZ ROMAN JUAN	15713 PRESTANCIA CT	MORENO V	92555	129.51	12.95	25.64	168.10
90006663009	487191001	684277	RUIZ, GABRIELA	26120	PRIMROSE WAY	92555-2229	RUIZ CARMELO R	26120 PRIMROSE WAY	MORENO V	92555	191.77	19.18	37.97	248.90
88392325009	487201004	684277	FRANCO, EDGAR (OWNR)	26176	PRIMROSE WAY	92555-2229	FRANCO RENE G	26176 PRIMROSE WAY	MORENO V	92555	255.40	25.54	50.57	331.50
94820645004	487202027	684277	DIVINE, JEFFREY (OWNR)	26239	PRIMROSE WAY	92555-2245	DIVINE JEFFREY A	26239 PRIMROSE WAY	MORENO V	92555	155.40	15.54	30.77	201.70
96114753006	487213005	684277	GALBA-BRIGHT, JACOB	26288	PRIMROSE WAY	92555-2245	GALBA BRIGHT DELPHINE L	26288 PRIMROSE WAY	MORENO V	92555	255.40	25.54	50.57	331.50
31203205001	487213004	684277	DOMINGUEZ, MANUEL	26302	PRIMROSE WAY	92555-2245	NIELSEN SETH N	26302 PRIMROSE WAY	MORENO V	92555	255.40	25.54	50.57	331.50
51069225007	487212014	684277	DONCKELS, MICHAEL	26337	PRIMROSE WAY	92555-2246	DONCKELS MICHAEL SCOTT	26337 PRIMROSE WAY	MORENO V	92555	255.40	25.54	50.57	331.50
93357195002	487222011	684277	MARTINEZ, SOLEDAD	26386	PRIMROSE WAY	92555-2239	GARCIA FRANCISCO	26386 PRIMROSE WAY	MORENO V	92555	255.29	25.53	50.55	331.36
68688665002	487222009	684277	OCHOA, FERNANDO AND CARMEN	26414	PRIMROSE WAY	92555-2239	RIVERA FERNANDO H OCHOA	26414 PRIMROSE WAY	MORENO V	92555	255.29	25.53	50.55	331.36
97715835003	487221012	684277	DIXON, CARLA (OWNR)	26491	PRIMROSE WAY	92555-2239	DIXON CARLA	26491 PRIMROSE WAY	MORENO V	92555	178.64	17.864	35.37	231.86
91151443009	487232002	684277	LOGAN, SIMMON	26518	PRIMROSE WAY	92555-3502	LOGAN SIMMON	26518 PRIMROSE WAY	MORENO V	92555	255.29	25.53	50.55	331.36
51027965009	487232005	684277	THERRIEN, MARIA (RENT)	26548	PRIMROSE WAY	92555-3502	FRAGOSO LORENA DEL TORO	26548 PRIMROSE WAY	MORENO V	92555	134.24	13.42	26.58	174.24
51991045000	475160043	684277	BARRETT, CLARA	11519	PROSPERITY LN	92557-5640	BARRETT CLARA JOHANNA	11519 PROSPERITY LN	MORENO V	92557	255.29	25.53	50.55	331.36
31645925002	475160044	684277	SIMS, DUANE	11523	PROSPERITY LN	92557-5640	SIMS DUANE A	11523 PROSPERITY LN	MORENO V	92557	255.40	25.54	50.57	331.50
94040075008	475160046	684277	RODRIGUEZ, STEVEN (OWN)	11543	PROSPERITY LN	92557-5640	RODRIGUEZ STEVE	11543 PROSPERITY LN	MORENO V	92557	191.66	19.17	37.95	248.76
31390195008	475160051	684277	RICE, CHARLES	11603	PROSPERITY LN	92557-5622	HILKEY HERMAN E	23196 GLENDORA DR	GRAND TE	92324	255.18	25.518	50.53	331.22
75328985009	475210038	684277	MITCHELL, KENNETH AND STACY	11640	PROSPERITY LN	92557-5641	BELL MACHELL C	11640 PROSPERITY LN	MORENO V	92557	255.40	25.54	50.57	331.50
97251025009	475210036	684277	DELANDRO, FRANK	11666	PROSPERITY LN	92557-5641	DELANDRO FRANK A	11666 PROSPERITY LN	MORENO V	92557	255.29	25.53	50.55	331.36
62885895002	296212050	684277	JAIME, JORGE	23330	PROTEA CT	92553-3438	JAIME JORGE	23330 PROTEA CT	MORENO V	92553	255.18	25.518	50.53	331.22
61178225004	304110039	684277	MOEN, DEBORAH	14862	PROVINCE CIR	92555-7310	PHAM BRANDON TUAN	6631 S OTRS WAY	LITTLETON	80123	52.64	5.26	10.42	68.32
75041755006	304110030	684277	DUMAS, KATHRIN (RENT)	14863	PROVINCE CIR	92555-7310	YC PROP INV	2226 E 52ND ST	VERNON C	90058	191.77	19.18	37.97	248.90
31064215005	304110033	684277	VELASQUES, DIANA (RENT)	14887	PROVINCE CIR	92555-7310	FEDERAL NATL MORTGAGE ASSN	1800 TAPO CANYON SV2202	SIMI VALLE	93063	177.38	17.738	35.12	230.22
92451695009	485163012	684277	HAYES, KEITH (RENT)	24011	PUDDINGSTONE DR	92551-3620	BACKSTROM RUSSELL LYNN	12029 WELLER PL	MORENO V	92557	205.40	20.54	40.67	266.6
70891335008	485163006	684277	GILBERT, CHRISTINE (RENT)	24071	PUDDINGSTONE DR	92551-3620	NGO KHI HAN	8816 GLENDON WAY	ROSEMEAD	91770	255.40	25.54	50.57	331.50
95452125004	485163003	684277	CRAMER, CAROL AND STEVEN	24101	PUDDINGSTONE DR	92551-3604	SHAW RICHARD L	11166 BONNIE VIEW AVE	MORENO V	92557	57.26	5.726	11.34	74.32
71576015001	485163002	684277	PEREZ, ALVARO	24111	PUDDINGSTONE DR	92551-3604	PEREZ ALVARO	24111 PUDDINGSTONE DR	MORENO V	92551	255.29	25.53	50.55	331.36
90742703001	485163025	684277	OWENS, MARISSA	24131	PUDDINGSTONE DR	92551-3621	OWENS MARISSA	P O BOX 10891	SAN BERN	92423	300.00	30.00	59.40	389.40
90039005009	485163024	684277	ROBLES, DANIEL	24141	PUDDINGSTONE DR	92551-3621	ROBLES ESTELA C	24141 PUDDINGSTONE DR	MORENO V	92551	255.29	25.53	50.55	331.36
93889285005	485163020	684277	BELL, CAMERON (RENT)	24181	PUDDINGSTONE DR	92551-3621	GARCIA JOSE A	209 BATHURST RD	RIVERSIDE	92506	83.46	8.346	16.53	108.32
71386895000	485163019	684277	RODRIGUEZ, BRENDA (OWNR)	24191	PUDDINGSTONE DR	92551-3621	RODRIGUEZ BRENDA	24191 PUDDINGSTONE DR	MORENO V	92551	255.40	25.54	50.57	331.50
31301375007	308262020	684277	BROWN, DERRICK	26640	PUEBLO VISTA WAY	92555-4200	BROWN DERRICK J	26640 PUEBLO VISTA WAY	MORENO V	92555	255.40	25.54	50.57	331.50
90624635006	308252022	684277	LEE-MCDUFFIE, PRECIOUS	26657	PUEBLO VISTA WAY	92555-4201	MCDUFFIE ANTHONY	26657 PUEBLO VISTA WAY	MORENO V	92555	332.64	33.26	65.86	431.76
31518275007	308252025	684277	VISTA FINANCIAL INVESTMENTS II	26715	PUEBLO VISTA WAY	92555-4208	JONES JUSTINA	26715 PUEBLO VISTA WAY	MORENO V	92555	332.16	33.216	65.77	431.14
97330755007	308252026	684277	HATERMAN, RACHEL (OWNR)	26729	PUEBLO VISTA WAY	92555-4208	NICASTRO JONATHAN WILLIAM	26729 PUEBLO VISTA WAY	MORENO V	92555	255.40	25.54	50.57	331.50
31620535007	259210014	684277	SEYLER, ROBERT (OWNR)	22375	QUAIL CALL DR	92557-1011	SEYLER BRUCE L	22375 QUAIL CALL DR	MORENO V	92557	446.19	44.62	88.35	579.14
64353715007	488131011	684277	CASTRO, LIDIA	27077	QUAIL CREEK DR	92555-4519	CASTRO LUIS E	27077 QUAIL CREEK DR	MORENO V	92555	41.66	4.17	8.25	54.06
95853575008	488132008	684277	VASQUEZ, BLANCA (OWNR)	27213	QUAIL CREEK DR	92555-4523	SALERA MATTHEW STEPHEN	27165 QUAIL CREEK DR	MORENO V	92555	133.94	13.39	26.52	173.84
70947745002	488132013	684277	KIMUHU, JOHNSON	27225	QUAIL CREEK DR	92555-4523	SECRETARY HOUSING & URBAN DEV OF	27225 QUAIL CREEK DR	MORENO V	92555	27.92	2.792	5.53	36.24
31558125005	474433019	684277	GUERRERO, KELLY (RENT)	24472	QUAIL NEST RD	92557-4043	TODD DENISE E	24472 QUAIL NEST RD	MORENO V	92557	445.41	44.54	88.19	578.14
31062515006	482653027	684277	SIBISI, LULU (RENTR)	24548	QUALTON CT	92553-5331	CHEN SIN SOO	16011 LAS PALMERAS	LA MIRAD	90638	341.93	34.19	67.70	443.82
95338375002	482653026	684277	CARROLL, RAMSEY	24565	QUALTON CT	92553-5334	MARTINEZ JOSE G	24565 QUALTON CT	MORENO V	92553	255.29	25.53	50.55	331.36
87383545003	482653029	684277	GUTHRIE, RIZZA (OWNR)	24576	QUALTON CT	92553-5331	GUTHRIE FRANCIS X	24576 QUALTON CT	MORENO V	92553	22.74	2.274	4.50	29.5
31196315004	482653031	684277	POWELL, EMILY	24604	QUALTON CT	92553-3894	POWELL EMILY	24604 QUALTON CT	MORENO V	92553	255.29	25.53	50.55	331.36
60689855008	482653023	684277	CARR, DARLENE (RENT)	24605	QUALTON CT	92553-3895	CARR DARLENE	24605 QUALTON CT	MORENO V	92553	282.16	28.216	55.87	366.24
73187785003	482653022	684277	WILSON, SHEENA	24617	QUALTON CT	92553-3895	REESE FREDERICK A	24617 QUALTON CT	MORENO V	92553	255.29	25.53	50.55	331.36
92289175002	482653018	684277	MC FARLAND, JAMES	24673	QUALTON CT	92553-3895	MCFARLAND JAMES MICHAEL	24673 QUALTON CT	MORENO V	92553	255.29	25.53	50.55	331.36
31128175006	482653038	684277	BROWN, SHARNEE (RENT)	24702	QUALTON CT	92553-5332	MANZO REMIGIO	12950 PAN AM BLV	MORENO V	92553	255.19	25.52	50.53	331.22
31626275008	482653039	684277	ROSA, GLORIMAR	24716	QUALTON CT	92553-5332	BONILLA GLORIA M	24716 QUALTON CT	MORENO V	92553	255.18	25.518	50.53	331.22
31461655000	475030024	684277	AKBAR, MASHIYAT (RENT)	23992	QUAPAW TRL	92557-5027	HO ELLEN	1401 VALLEY VIEW RD 329	GLENDALE	91202	121.85	12.185	24.13	158.16
31266515009	475321023	684277	ORCOYNE-YORIO, MARIA (OWNR)	24062	QUAPAW TRL	92557-5027	ORCOYEN MARIA C	12623 STILLMAN ST	LAKEWOO	90715	255.29	25.53	50.55	331.36
31162175005	475321002	684277	ORTIZ, GILBERT	24332	QUAPAW TRL	92557-5030	ORTIZ GILBERT L	24332 QUAPAW TR	MORENO V	92557	100.00	10.00	19.80	129.80
97615855000	475322007	684277	DOBBS, ELAINE	24355	QUAPAW TRL	92557-5031	DOBBS ELAINE N	24355 QUAPAW TR	MORENO V	92557	128.03	12.80	25.35	166.18
31187325001	475322005	684277	SOLORIO, STEPHANIE (OWNR)	24381	QUAPAW TRL	92557-5031	SOLORIO STEPHANIE S	24381 QUAPAW TR	MORENO V	92557	255.40	25.54	50.57	331.50
71723755003	475321006	684277	DUARTE, ROBERT (OWNR)	24388	QUAPAW TRL	92557-5030	DUARTE ROBERTO	24388 QUAPAW TR	MORENO V	92557	332.40	33.24	65.82	431.44
74098585003	475322003	684277	GORDON, EUGENE	24415	QUAPAW TRL	92557-5031	GORDON EUGENE	24415 QUAPAW TR	MORENO V	92557	332.64	33.26	65.86	431.76
73446335008	475321008	684277	MACIAS, JUAN (OWNR)	24416	QUAPAW TRL	92557-5030	MACIAS JUAN C	24416 QUAPAW TR	MORENO V	92557	91.77	9.18	18.17	119.10
90982143001	475321012	684277	MARQUEZ, CINDY D (OWNR)	24462	QUAPAW TRL	92557-5030	SOTO JESSE A	24462 QUAPAW TR	MORENO V	92557	255.40	25.54	50.57	331.50
31413605002	308414001	684277	SHEPARD, VI (RENT)	16420	QUARTER HORSE RD	92555-3329	POSADAS PAUL FRANCIS	16420 QUARTER HORSE RD	MORENO V	92555	412.36	41.24	81.65	535.24
31291755000	308413003	684277	MITCHELL, ONA	16425	QUARTER HORSE RD	92555-3330	MITCHELL TYRONE L	16425 QUARTER HORSE RD	MORENO V	92555	255.40	25.54	50.57	331.50
66132225006	308414003	684277	CLOWNEY, MICKIE	16440	QUARTER HORSE RD	92555-3329	LOWE SHYRA TAMEKA	16440 QUARTER HORSE RD	MORENO V	92555	255.29	25.53	50.55	331.36

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93789915005	487482002	684277	GLORIA, JENNIFER AND CARMEL	26632	QUARTZ RD	92555-3839	GLORIA CARMEL	26632 QUARTZ RD	MORENO V	92555	255.29	25.53	50.55	331.36
97595205001	487482007	684277	GAITAN, ARACELI	26694	QUARTZ RD	92555-3839	GAYTAN JESUS	26694 QUARTZ RD	MORENO V	92555	255.18	25.518	50.53	331.22
31356655002	474391006	684277	RYAN, MEDI	25042	QUEBRADA CT	92557-6508	RYAN MARTIN NOEL	21363 ANDALUCIA LN	HUNTINGT	92648	218.23	21.82	43.21	283.26
66659465007	474391010	684277	SALINAS, REGINA	25045	QUEBRADA CT	92557-6509	GARCIA ADOLFO	25045 QUEBRADA CT	MORENO V	92557	55.40	5.54	10.97	71.90
31178945000	474391001	684277	CONSTON, DONALD	25112	QUEBRADA CT	92557-6529	CONSTON MARY L	25112 QUEBRADA CT	MORENO V	92557	255.40	25.54	50.57	331.50
91626155000	473250057	684277	PENTONEY, KRISTIN	11177	QUINCY ST	92555-6583	PENTONEY MICHAEL L	11177 QUINCY ST	MORENO V	92555	255.40	25.54	50.57	331.50
88434973002	473391001	684277	TRAX, LINDA	11285	QUINCY ST	92555-6585	TRAX WILLIAM W	11285 QUINCY ST	MORENO V	92555	255.29	25.53	50.55	331.36
97574143009	473391003	684277	GARCIA, BIANCA (RENT)	11325	QUINCY ST	92555-6586	HERNANDEZ RICHARD	5937 VIA LAS NUBES	RIVERSIDE	92506	93.81	9.381	18.57	121.76
91482493007	292272008	684277	LAROCHE, JAMES	12029	RACKET CT	92557-7011	LAROCHE JAMES	12029 RACKET CT	MORENO V	92557	255.18	25.518	50.53	331.22
60506185005	292272001	684277	SANTACRUZ, LORENA (RENT)	12076	RACKET CT	92557-7011	RAMIREZ JOSE	12076 RACKET CT	MORENO V	92557	152.78	15.278	30.25	198.3
31547145004	291433003	684277	ANDERSON, ANDRE	22550	RADNOR LN	92557-6803	MUNOZ LUIS	22550 RADNOR LN	MORENO V	92557	255.40	25.54	50.57	331.50
31507165003	291432021	684277	IRVING, GAIL	22575	RADNOR LN	92557-6804	IRVING GAIL YVONNE	P O BOX 1206	BELLFLOW	90707	187.83	18.78	37.19	243.80
31052805006	291432023	684277	WILLIAMS, KRISTINA (RENT)	22591	RADNOR LN	92557-6804	RATI A	14742 BEACH BLV NO 272	LA MIRADA	90638	146.54	14.654	29.01	190.2
55985255003	291432024	684277	HARROD, KEONDRA (RENT)	22603	RADNOR LN	92557-6855	LAU WAI KUNG	22603 RADNOR LN	MORENO V	92557	115.62	11.56	22.89	150.06
31421885005	291432025	684277	FINE,CLAIRE (RENT)	22615	RADNOR LN	92557-6855	AGBOGHIDI MAGDALENE	22615 RADNOR LN	MORENO V	92557	255.18	25.518	50.53	331.22
52196785009	291404017	684277	MARTINEZ, NICOLE (RENT)	22717	RADNOR LN	92557-6930	SADIGHI NAVID	6661 E CANYON HILLS RD	ANAHEIM	92807	20.39	2.04	4.04	26.46
50390555008	482571026	684277	VASQUEZ, LORENA (RENT)	24198	RADWELL DR	92553-3393	FLORES AURELIO	24198 RADWELL DR	MORENO V	92553	255.40	25.54	50.57	331.50
68441985009	482572016	684277	CHAURE, CLAUDIA (RENT)	24213	RADWELL DR	92553-3313	ALVAREZ JOSE C	11991 PERRIS BLV	MORENO V	92557	260.40	26.04	51.56	337.98
94333635000	482572010	684277	FLOREZ, OCTAVIO	24261	RADWELL DR	92553-3313	FLORES OCTAVIO	24261 RADWELL DR	MORENO V	92553	255.29	25.53	50.55	331.36
91953735007	479352042	684277	TURNAGE, LARRY (RENT)	12766	RAENETTE WAY	92553-4709	HOLLY SAMMIE SELMA	12766 RAENETTE WAY	MORENO V	92553	255.40	25.54	50.57	331.50
90891445001	479352036	684277	TOLEDO, JESSICA	12797	RAENETTE WAY	92553-4709	DO QUI	12797 RAENETTE WAY	MORENO V	92553	255.40	25.54	50.57	331.50
94062035001	479352035	684277	AYALA, MYRA	12805	RAENETTE WAY	92553-1217	COMPTON SCOTT R	1661 WORTHINGTON RD	WEST PALI	33409	265.74	26.57	52.62	344.92
62276555005	479531027	684277	ROBERSON, VICTORIA	12887	RAENETTE WAY	92553-1218	ROBERSON TIMOTHY	12887 RAENETTE WAY	MORENO V	92553	255.29	25.53	50.55	331.36
85173175007	479531029	684277	FLORES, CATALINA (OWNR)	12913	RAENETTE WAY	92553-4708	FLORES ELPIDIO	12913 RAENETTE WAY	MORENO V	92553	255.29	25.53	50.55	331.36
31300145008	479522013	684277	JACKSON, DIANE (RENT)	13036	RAENETTE WAY	92553-6802	DELGADILLO MARTIN	13036 RAENETTE WAY	MORENO V	92553	255.40	25.54	50.57	331.50
93821985001	479522011	684277	GOGUE, MARIE	13060	RAENETTE WAY	92553-6802	GOGUE MARIE S	13060 RAENETTE WAY	MORENO V	92553	255.29	25.53	50.55	331.36
31188115003	479454019	684277	CHAPPELL, ISSAC	13144	RAENETTE WAY	92553-6803	CHAPPELL ISAAC	13144 RAENETTE WAY	MORENO V	92553	332.40	33.24	65.82	431.44
94037625009	479453025	684277	HOLLAND, BERLEAN	13185	RAENETTE WAY	92553-6874	NGO HAO VAN	16200 GRANDE ISLA CIR	MORENO V	92551	58.63	5.86	11.61	76.10
31372265001	479642001	684277	KELLY, GENE	13251	RAENETTE WAY	92553-6878	KELLY GENE	13251 RAENETTE WAY	MORENO V	92553	255.29	25.53	50.55	331.36
69664845005	479642005	684277	RAMIREZ, CESAR	13315	RAENETTE WAY	92553-6853	RAMIREZ CESAR RAUL	26285 PARTON CT	MORENO V	92555	255.40	25.54	50.57	331.50
96375765001	479444014	684277	CALVILLO, JULIAN AND ALEJANDR	25845	RAILTON ST	92553-0705	ARCILA ALEJANDRA	25845 RAILTON ST	MORENO V	92553	255.29	25.53	50.55	331.36
95933075003	479444012	684277	QUINNIE, COLENTCHIA (RENT)	25875	RAILTON ST	92553-0705	TRAN IAN	25875 RAILTON ST	MORENO V	92553	332.64	33.26	65.86	431.76
95850475005	479444010	684277	MENDEZ, ESTELLA (OWNR)	25897	RAILTON ST	92553-0705	MENDEZ SERGIO	25897 RAILTON ST	MORENO V	92553	255.45	25.55	50.58	331.56
31565495002	479443013	684277	EICHMAN, KELLY	25904	RAILTON ST	92553-4844	EICHMAN CHRIS	25904 RAILTON ST	MORENO V	92553	255.29	25.53	50.55	331.36
31402325004	479444009	684277	JAIME, ROMAN	25907	RAILTON ST	92553-4845	JAIME ROMAN	25907 RAILTON ST	MORENO V	92553	255.29	25.53	50.55	331.36
52270985000	479444006	684277	JOHNSON, ASALEAN	25943	RAILTON ST	92553-4845	BANK OF NEW YORK MELLON TR CO	1661 WORTHINGTON RD	WEST PALI	33409	227.00	22.70	44.95	294.64
31326255009	304290040	684277	RODRIGUEZ, MINERVA	28820	RAINIER WAY	92555-7027	MARTINEZ GEORGE	28820 RAINIER WAY	MORENO V	92555	81.63	8.16	16.16	105.94
31607985009	484101014	684277	CLARK, DAN AND KIM	25286	RAMBLEWOOD CT	92553-4409	CLARK CHARLES DANIEL	25286 RAMBLEWOOD CT	MORENO V	92553	181.67	18.17	35.97	235.80
89022065005	484102005	684277	ALDAPA, MARY	25321	RAMBLEWOOD CT	92553-4410	RODRIGUEZ MARY	13262 LASSELLE ST NO 2008	MORENO V	92553	255.29	25.53	50.55	331.36
94831665006	484102003	684277	ELIAS, DANIEL	25345	RAMBLEWOOD CT	92553-4410	ELIAS RAYMUNDO B	25345 RAMBLEWOOD CT	MORENO V	92553	142.18	14.22	28.15	184.54
57559425009	484102001	684277	MCCRACKEN, QUIANA (RENT)	25369	RAMBLEWOOD CT	92553-4410	HA VIVIAN B	1118 E HERMOSA DR	SAN GABRI	91775	78.94	7.89	15.63	102.46
92319035007	484101021	684277	HURN, ANNETTE (RENT)	25370	RAMBLEWOOD CT	92553-4411	PENA NORBERTO	12276 PERRIS BLV NO B	MORENO V	92557	332.40	33.24	65.82	431.44
92560465005	482142017	684277	GARSIAS, AURORA (RENT)	24802	RAMONA LN	92553-3863	RUIZ GILBERTO	5715 MYRTLE AVE	LONG BEA	90805	101.77	10.18	20.15	132.08
31216785001	482144002	684277	SALAZAR, SOCCORO	24803	RAMONA LN	92553-3862	RAMIREZ JOSE	24803 RAMONA LN	MORENO V	92553	255.29	25.53	50.55	331.36
31102345006	482144004	684277	MAZUMDER, RINA (OWNR)	24835	RAMONA LN	92553-3862	MAZUMDER RINA	1335 ARROW WOOD DR	BREA CA	92821	308.98	30.90	61.18	401.04
95599425009	482142013	684277	REYES, ALICIA (RENT)	24856	RAMONA LN	92553-3863	CARDOZA FAUSTINO	24856 RAMONA LN	MORENO V	92553	132.81	13.28	26.30	172.38
98206525017	482144007	684277	MUNOZ, RODRIGO AND VERONIC	24867	RAMONA LN	92553-3862	MUNOZ RODRIGO	24867 RAMONA LN	MORENO V	92553	255.29	25.53	50.55	331.36
96352035004	482144008	684277	STIEDE, DEL (OWNR)	24883	RAMONA LN	92553-3862	STIEDE DELTON B	24883 RAMONA LN	MORENO V	92553	255.29	25.53	50.55	331.36
92145845006	482241016	684277	MCCOY, JAMAL	13591	RAMSDELL DR	92553-6212	MEJIA ARTEMIO	13591 RAMSDELL DR	MORENO V	92553	332.40	33.24	65.82	431.44
48513965004	482241017	684277	VALORA, ANGEL S AND MARIBEL	13603	RAMSDELL DR	92553-3333	VEGA ALFREDO	4265 KATHY AVE	RIVERSIDE	92509	255.29	25.53	50.55	331.36
96183285000	482243002	684277	PURAY, HERLINA (OWNR)	13620	RAMSDELL DR	92553-3336	PURAY HERLINA	13620 RAMSDELL DR	MORENO V	92553	332.64	33.26	65.86	431.76
31556545001	482291005	684277	MC CULLOUGH, TIFFANY (RENT)	13681	RAMSDELL DR	92553-3333	VALDEZ HUGH	13681 RAMSDELL DR	MORENO V	92553	167.28	16.73	33.12	217.12
31593625007	482291006	684277	MICHEL, MARIA	13693	RAMSDELL DR	92553-3333	MICHEL MARIA	13693 RAMSDELL DR	MORENO V	92553	255.29	25.53	50.55	331.36
95933465001	482291007	684277	HOY, ROCHELLE (RENT)	13705	RAMSDELL DR	92553-3337	LAM VINNY DUC	45301 IVAR AVE	ROSEMEAD	91770	498.85	49.89	98.77	647.50
66504755004	482370016	684277	NASH, KATHLEEN OLIVER	13761	RAMSDELL DR	92553-3337	NASH FRANKIE D	13761 RAMSDELL DR	MORENO V	92553	255.29	25.53	50.55	331.36
97980005007	482370015	684277	MOSLEY, ALICIA (RENT)	13771	RAMSDELL DR	92553-3337	NGUYEN NATE	13246 BRETON AVE	CHINO CA	91710	187.91	18.79	37.21	243.90
31321885008	482370014	684277	TORRES, MARTIN (RENTAL)	13781	RAMSDELL DR	92553-3337	VEGA ALFREDO	4265 KATHY AVE	RIVERSIDE	92507	157.70	15.77	31.22	204.68
31313185002	482370010	684277	ALMAZAN, RONALD	13821	RAMSDELL DR	92553-6213	ALMAZAN RONALD A	13821 RAMSDELL DR	MORENO V	92553	255.29	25.53	50.55	331.36
31313185007	482370013	684277	NAVARRO, ADRIANA AND ADAM (	13791	RAMSDELL DR	92553-3337	HUARTE, NICOLE	#REF!	MORENO V	#REF!	94.41	9.441	18.69	122.54
31313185012	312063006	684277	LEE, DOUG (OWNR)	25575	RANCHITA CIR	92551-1609	LEE, DOUG	#REF!	#REF!	#REF!	245.76	24.576	48.66	318.98
64902585008	304370043	684277	PEREZ, TIM	27769	RANCHO BAJA	92555-5807	PEREZ TIMOTHY A	27769 RANCHO BAJA	MORENO V	92555	255.40	25.54	50.57	331.50
98012475019	304370061	684277	ADAM, SANDRA	27772	RANCHO BAJA	92555-5807	DEMELO SHANE	27772 RANCHO BAJA	MORENO V	92555	255.29	25.53	50.55	331.36
89932315003	308252014	684277	SMITH, NANCIE	26721	RANCHO BUENA CIR	92555-4223	SMITH NANCIE	26721 RANCHO BUENA CIR	MORENO V	92555	191.66	19.17	37.95	248.76
73119775008	312061027	684277	GOINT, FRANCISCO A	16095	RANCHO DEL LAGO	92551-1604	GOINT FRANCISCO A	16095 RANCHO DEL LAGO	MORENO V	92551	255.29	25.53	50.55	331.36
31537915003	312061023	684277	VIDRO, OLGA	16135	RANCHO DEL LAGO	92551-2019	VIDRO OLGA IRIS	16135 RANCHO DEL LAGO	MORENO V	92551	255.18	25.518	50.53	331.22

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88047355002	312071029	684277	BROOKS, MARY	16145	RANCHO DEL LAGO	92551-2019	BROOKS KIMBERLY LEANN	16145 RANCHO DEL LAGO	MORENO V	92551	332.40	33.24	65.82	431.44
96692055008	312071028	684277	PEREYDA, JOSE	16155	RANCHO DEL LAGO	92555	PEREYRA JOSE R	16155 RANCHO DEL LAGO	MORENO V	92551	255.18	25.518	50.53	331.22
50761715007	312071023	684277	BUTLER, SHIRLEY A BURRIS	16185	RANCHO DEL LAGO	92553-2021	BURRIS BUTLER SHIRLEY A	16185 RANCHO DEL LAGO	MORENO V	92551	255.29	25.53	50.55	331.36
96183205007	312072007	684277	BRIM, ANDREW	16190	RANCHO DEL LAGO	92551-2020	BRIM ANDREW T	16190 RANCHO DEL LAGO	MORENO V	92551	268.71	26.87	53.20	348.78
57372935000	312071022	684277	PANTOJA, ALEJANDRO (OWNR)	16195	RANCHO DEL LAGO	92551-2021	OROZCO LUCIANO A	16195 RANCHO DEL LAGO	MORENO V	92551	334.24	33.42	66.18	433.84
31227575002	486141031	684277	MCDONALD, TAKEYA (RENT)	25780	RANCHO LUCERO DR	92551-7052	JOHNSON DAVID R	P O BOX 569772	DALLAS TX	75356	255.40	25.54	50.57	331.50
91453695006	486142004	684277	JASSO, JOSE	25789	RANCHO LUCERO DR	92551-7054	JASSO ATANACIO	25789 RANCHO LUCERO DR	MORENO V	92551	255.29	25.53	50.55	331.36
31075775003	486141025	684277	MC MULLEN, ANITA	25860	RANCHO LUCERO DR	92551-7053	MCMULLEN KENNETH E	25860 RANCHO LUCERO DR	MORENO V	92551	332.40	33.24	65.82	431.44
31489585006	486123006	684277	SMITH, TERRI (OWNR)	25546	RANCHO TIERRA DR	92551-7073	SMITH TERRI	25546 RANCHO TIERRA DR	MORENO V	92551	332.64	33.26	65.86	431.76
95306353003	486124010	684277	TINOCO, ALEJANDRO (RENT)	25563	RANCHO TIERRA DR	92551-7072	QUIROZ CARLOS A	25563 RANCHO TIERRA DR	MORENO V	92551	255.40	25.54	50.57	331.50
31606885002	486135004	684277	TRADER, CONSTANCE	25659	RANCHO TIERRA DR	92551-1439	JONES THURMAN BURT	25659 RANCHO TIERRA DR	MORENO V	92551	255.29	25.53	50.55	331.36
31146085007	473260005	684277	LOGAN, RONALD (OWNR)	11093	RAYMOND RD	92555-6588	LOGAN RONALD E	11093 RAYMOND RD	MORENO V	92555	55.29	5.53	10.95	71.76
31550045009	471171035	684277	BURNS, KRISTEN (OWN)	9311	RECHE VISTA DR	92557-1410	BURNS ROBERT BERNARD	9311 RECHE VISTA DR	MORENO V	92557	325.07	32.51	64.36	421.94
96149203008	471290001	684277	TAYLOR, CHARLES	9530	RECHE VISTA DR	92557-1411	TAYLOR CHARLES	9530 RECHE VISTA DR	MORENO V	92557	409.88	40.99	81.16	532.02
92643145007	479651015	684277	RODRIGUEZ, REBECCA	13770	RED BERRY ST	92553-4865	RODRIGUEZ MICHELLE	13770 RED BERRY ST	MORENO V	92553	332.40	33.24	65.82	431.44
31613115000	486510002	684277	JACKSON, CHARLOTTE (RENT)	14589	RED GUM ST	92555-4751	LEE VICTOR	6202 FORESTER DR	HUNTINGT	92648	332.03	33.20	65.74	430.96
31129925007	486504005	684277	THOMAS, DEON	14626	RED GUM ST	92555-4751	14626 RED GUM TRUST	311 ROBERTSON BLV STE 477	BEVERLY H	90210	332.64	33.26	65.86	431.76
31438415009	486501002	684277	CARTER, AUNDRELL	14661	RED GUM ST	92555-4751	CARTER AUNDRELL	14661 RED GUM ST	MORENO V	92555	255.29	25.53	50.55	331.36
60678765000	479483001	684277	JOHNSON, THERESA (RENT)	13506	RED MAHOGANY DR	92553-4309	RAMIREZ GILBERT I	13506 RED MAHOGANY DR	MORENO V	92553	329.72	32.972	65.28	427.96
98861343007	479483002	684277	CADELLO, GLADIS	13512	RED MAHOGANY DR	92553-4309	CABELLO GLADIS	13512 RED MAHOGANY DR	MORENO V	92553	255.40	25.54	50.57	331.50
95999945002	479482003	684277	CORONA, MARIA	13519	RED MAHOGANY DR	92553-4314	CORONA ANTONIA	13519 RED MAHOGANY DR	MORENO V	92553	255.29	25.53	50.55	331.36
31451885003	479482006	684277	JIMENEZ, TRINIDAD	13539	RED MAHOGANY DR	92553-4314	DALLIN	13539 RED MAHOGANY DR	MORENO V	92553	255.40	25.54	50.57	331.50
55109865002	479483009	684277	ALSUP, TERRY	13556	RED MAHOGANY DR	92553-4309	ALSUP THERESA LYNN	13556 RED MAHOGANY DR	MORENO V	92553	132.40	13.24	26.22	171.84
91773565004	479483011	684277	MIRANDA, SAUL (RENT)	13570	RED MAHOGANY DR	92553-4309	RAMOS GABRIEL	13570 RED MAHOGANY DR	MORENO V	92553	110.36	11.04	21.85	143.24
1.00786E+11	479482011	684277	FLORES, JOSE	13571	RED MAHOGANY DR	92553-4315	SALCEDO JESUS JAVIER	13571 RED MAHOGANY DR	MORENO V	92553	174.34	17.43	34.52	226.28
89589893009	479483012	684277	ZARAGOZA, MARIA TERESA (OWN	13576	RED MAHOGANY DR	92553-4309	ZARAGOZA MARIA	13576 RED MAHOGANY DR	MORENO V	92553	146.47	14.65	29.00	190.1
31464645007	479483016	684277	GAINES, THERESA (RENT)	13600	RED MAHOGANY DR	92553-6506	GAINES ROGER	13600 RED MAHOGANY DR	MORENO V	92553	255.40	25.54	50.57	331.50
31357285008	479483022	684277	GONZALES, VICTOR AND ESTHER	13638	RED MAHOGANY DR	92553-6506	MO ROGER	19978 WILDCAT CANYON RD	WALNUT (	91789	255.29	25.53	50.55	331.36
93234595009	479483024	684277	MC AULEY, MICHAEL	13650	RED MAHOGANY DR	92553-6506	MCAULEY MICHAEL L	13650 RED MAHOGANY DR	MORENO V	92553	255.29	25.53	50.55	331.36
62294355000	479482018	684277	NAVARRO, REBECA	13651	RED MAHOGANY DR	92553-6517	NAVARRO PASCUAL	13651 RED MAHOGANY DR	MORENO V	92553	30.29	3.03	6.00	39.30
75081465003	479483026	684277	SHEPHERD, CHARLES	13664	RED MAHOGANY DR	92553-6506	SHEPHERD CHARLES M	13664 RED MAHOGANY DR	MORENO V	92553	255.40	25.54	50.57	331.50
53441095003	479482021	684277	ARNWINE, ROBERT (RENT)	13671	RED MAHOGANY DR	92553-6517	JAECH TIMOTHY ALAN	10313 LAKE SUMMIT DR	MORENO V	92557	255.40	25.54	50.57	331.50
91897233001	479483028	684277	SARGENT, JAMES (RENT)	13676	RED MAHOGANY DR	92553-6506	TAYLOR CHARLES	13676 RED MAHOGANY DR	MORENO V	92553	195.85	19.59	38.78	254.2
88356323004	479483029	684277	MOTLEY, LADOVIS (RNT)	13682	RED MAHOGANY DR	92553-6506	YI YI	1850 BATSON AVE NO 87	ROWLAND	91748	162.33	16.23	32.14	210.70
31331255009	479483030	684277	MANNING, BRADLEY	13688	RED MAHOGANY DR	92553-6506	BANK OF AMERICA	1800 TAPO CANYON SV2202	SIMI VALLE	93063	255.40	25.54	50.57	331.50
97404045000	479482024	684277	JOSETH, DESIREE	13689	RED MAHOGANY DR	92553-6517	JOSEPH DESIREE SELENA	13689 RED MAHOGANY DR	MORENO V	92553	255.40	25.54	50.57	331.50
54220825007	479482025	684277	SALLEY, CURTIS AND DEBBIE	13697	RED MAHOGANY DR	92553-6517	SALLEY CURTIS S	13697 RED MAHOGANY DR	MORENO V	92553	255.29	25.53	50.55	331.36
55930175006	479477002	684277	PATTERSON, MARCUS (RENT)	13708	RED MAHOGANY DR	92553-6505	ROWSHAN HAMID	20516 MARCUS RD	RIVERSIDE	92508	344.03	34.40	68.12	446.54
87637785001	479477003	684277	HARRIS, JOY	13714	RED MAHOGANY DR	92553-6505	HARRIS MICHELLE ENID	13714 RED MAHOGANY DR	MORENO V	92553	255.29	25.53	50.55	331.36
31614105000	479476010	684277	CHATTERSON, MARCUS (RENT)	13741	RED MAHOGANY DR	92553-6507	LOPEZ ALFREDO	13741 RED MAHOGANY DR	MORENO V	92553	193.39	19.34	38.29	251.02
88267833006	479476009	684277	JIMENEZ, MARIO	13747	RED MAHOGANY DR	92553-6507	JIMENEZ MARIO A	13747 RED MAHOGANY DR	MORENO V	92553	255.29	25.53	50.55	331.36
31467575004	479477010	684277	MONDRAGON, MARIA	13758	RED MAHOGANY DR	92553-6505	CABRAL RUBEN ROJAS	5615 PICASSO DR	YORBA LIN	92887	141.77	14.18	28.07	184.00
74974595003	479477013	684277	ARNOLD, MARQUITTA (RENT)	13778	RED MAHOGANY DR	92553-6505	SUND DAVID	13778 RED MAHOGANY DR	MORENO V	92553	309.27	30.93	61.24	401.42
56589385005	479462003	684277	MITCHELL, GAYNELL	13816	RED MAHOGANY DR	92553-4382	MITCHELL GAYNELL	13816 RED MAHOGANY DR	MORENO V	92553	28.14	2.814	5.57	36.52
96216285008	479462004	684277	RUIZ, ALMA (OWNR)	13822	RED MAHOGANY DR	92553-4382	RUIZ ALMA	13822 RED MAHOGANY DR	MORENO V	92553	255.40	25.54	50.57	331.50
31059955009	479462032	684277	SOZA, ROLAND	13893	RED MAHOGANY DR	92553-6518	SOZA ROLAND	13893 RED MAHOGANY DR	MORENO V	92553	255.18	25.518	50.53	331.22
31628795005	479462031	684277	PORTER, DONNA (RENT)	13899	RED MAHOGANY DR	92553-6518	PORTER EDWARD DEAN	13899 RED MAHOGANY DR	MORENO V	92553	191.77	19.18	37.97	248.90
91234205003	479462029	684277	LOPEZ, MANUEL (RENT)	13911	RED MAHOGANY DR	92553-4355	BARRON YOSELLIN	13911 RED MAHOGANY DR	MORENO V	92553	333.95	33.395	66.12	433.46
96224515004	479462028	684277	MUHAMMAD, KIM	13917	RED MAHOGANY DR	92553-4355	BARBOSA VICTOR	23326 OLIVEWOOD PLAZA DR	MORENO V	92553	255.29	25.53	50.55	331.36
31557905003	479462027	684277	DIAZ, RENE	13919	RED MAHOGANY DR	92553-4355	DIAZ RICARDO Z	1662 FARRELL WAY	PERRIS CA	92571	255.40	25.54	50.57	331.50
90094765004	479462020	684277	FRAGOZA, JOSE LUIS AND URSULA	13924	RED MAHOGANY DR	92553-4354	GAVINO HECTOR M	13924 RED MAHOGANY DR	MORENO V	92553	255.40	25.54	50.57	331.50
74974245007	479462025	684277	PEREZ, CLARK (OWNR)	13931	RED MAHOGANY DR	92553-4355	PEREZ CLARK J	13931 RED MAHOGANY DR	MORENO V	92553	255.40	25.54	50.57	331.50
51500415001	312081002	684277	LOPEZ, MARIA	25061	RED MAPLE LN	92551-9211	LOPEZ JORGE L	25061 RED MAPLE LN	MORENO V	92551	155.29	15.53	30.75	201.56
31451705001	312083011	684277	ARREDONDO, PATRICIA (RENT)	25107	RED MAPLE LN	92551-9212	NGUYEN DAVID H	5209 COKE AVE	LAKEWOOI	90712	255.29	25.53	50.55	331.36
52968505000	312083010	684277	JONES, GENISE	25113	RED MAPLE LN	92551-9212	SANCHEZ JOHN M	822 W 146TH ST	GARDENA	90247	255.18	25.518	50.53	331.22
92271535005	312083009	684277	REYES, DENISE	25119	RED MAPLE LN	92551-9212	REYES ARTURO	25119 RED MAPLE LN	MORENO V	92551	255.29	25.53	50.55	331.36
86171833002	312091002	684277	MARTINEZ, HUMBERTO (OWNR)	25143	RED MAPLE LN	92551-9212	MARTINEZ HUMBERTO B	25143 RED MAPLE LN	MORENO V	92551	75.40	7.54	14.93	97.86
31368525005	475141004	684277	BADARACO, REMIGIO	24774	RED RIVER RD	92557-5619	RAMIREZ GLORIA SONIA	24774 RED RIVER RD	MORENO V	92557	192.10	19.21	38.04	249.34
92217455004	475141010	684277	KITAYAMA, KIM	24860	RED RIVER RD	92557-5620	GRAHAM KIMBERLY D	24680 RED RIVER RD	MORENO V	92557	164.35	16.44	32.54	213.32
31519745007	475141013	684277	MARTIN, FRANCIS	24861	RED RIVER RD	92557-5621	AMERICAN RESIDENTIAL PROP OP	7047 E GREENWAY PKY NO 350	SCOTTSDA	85254	255.40	25.54	50.57	331.50
62249515001	260153006	684277	MITCHELL, FRANKIE (RENT)	23720	REDBARK DR	92557-3901	HOSKIN CYNTHIA	24118 FORSYTE	MORENO V	92557	204.90	20.49	40.57	265.96
84658225008	260153007	684277	VASI, CINDY (RENT)	23730	REDBARK DR	92557-3901	SHEARER RICHARD R	10034 SNIPE CIR	MORENO V	92557	79.35	7.94	15.71	102.98
59705345003	260131005	684277	ALVARADO, CARLOS AND MARTHA	23771	REDBARK DR	92557-3984	ALVARADO CARLOS E	23771 REDBARK DR	MORENO V	92557	128.14	12.81	25.37	166.32
95831555008	260131004	684277	SANDERS, SANDRA	23781	REDBARK DR	92557-3984	STALEY MELANIE M	23781 REDBARK DR	MORENO V	92557	332.40	33.24	65.82	431.44
52623445004	260141001	684277	MATTHEWS, LANITA (RENT)	23821	REDBARK DR	92557-3968	DALLIN	5440 TRABUCO RD NO 200	IRVINE CA	92620	31.01	3.10	6.14	40.24

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59166845003	260142002	684277	CLOUD, TAMMY (RENT)	23830	REDBARK DR	92557-3967	HAMIDI TEMOR	26831 BARONET	MISSION V	92692	244.45	24.45	48.40	317.28
66594815003	260142005	684277	TORRES, IMELDA	23860	REDBARK DR	92557-3967	NGUYEN GIAN LAM	8136 WAGON WHEEL CT	ROSEMEAD	91770	241.53	24.15	47.82	313.50
93562183009	260141006	684277	LOPEZ, LUIS (RENT)	23871	REDBARK DR	92557-3968	LOPEZ LUIS A	23871 REDBARK DR	MORENO V	92557	255.40	25.54	50.57	331.50
81526095008	260141008	684277	ALVARADO, ENRIQUE	23891	REDBARK DR	92557-3968	SERNA MARIBEL	23891 REDBARK DR	MORENO V	92557	332.40	33.24	65.82	431.44
95467415001	260141009	684277	HORVATH, JEREMY (RENT)	23901	REDBARK DR	92557-3969	FUENTES DANIEL GALAVIZ	525 VALMORE AVE	VENTURA	93003	41.13	4.113	8.14	53.38
71665095005	260141012	684277	LOGAN, WILLIAM	23931	REDBARK DR	92557-3969	ROMERO SUSAN	23931 REDBARK DR	MORENO V	92557	255.40	25.54	50.57	331.50
92665445007	260141014	684277	CRAIG, LINDA	23951	REDBARK DR	92557-3969	CRAIG LAIRD	23951 REDBARK DR	MORENO V	92557	332.40	33.24	65.82	431.44
95098195000	260141017	684277	FRAZIER, TINA	23981	REDBARK DR	92557-3969	WILLIAMS PAMELA	23981 REDBARK DR	MORENO V	92557	422.74	42.27	83.70	548.70
97764003005	479572015	684277	ELDER, RUSSELL	25871	REDBAY LN	92553-6842	ELDER RUSSELL ELLIOTT	25871 REDBAY LN	MORENO V	92553	308.15	30.82	61.01	399.96
31325135007	479573025	684277	LOKUGE, DON AND MEMARLI	25910	REDBAY LN	92553-0816	LOKUGE DON SIREMANNE	25910 REDBAY LN	MORENO V	92553	99.31	9.93	19.66	128.90
31319125002	479572022	684277	TURNER, JUSTIN (RENT)	25955	REDBAY LN	92553-6843	TURNER DENNIS N	25955 REDBAY LN	MORENO V	92553	255.40	25.54	50.57	331.50
60464715006	475231001	684277	ARCINIEGA, ROSA	24760	REDCLIFF CT	92557-6405	LLANOS LUIS	24760 REDCLIFF CT	MORENO V	92557	326.22	32.622	64.59	423.42
94339013007	475231020	684277	NAPUTI, SHANE	24761	REDCLIFF CT	92557-6400	ARELLANO MARGARITA	24761 REDCLIFF CT	MORENO V	92557	255.40	25.54	50.57	331.50
31288445002	475231002	684277	MORALES, LUZ AND EDGAR	24770	REDCLIFF CT	92557-6405	MORALES EDGAR	24770 REDCLIFF CT	MORENO V	92557	255.29	25.53	50.55	331.36
31544715001	475231008	684277	TOLBERT SR, MICHAEL	24830	REDCLIFF CT	92557-6405	TOLBERT MICHAEL DEVON	24830 REDCLIFF CT	MORENO V	92557	332.40	33.24	65.82	431.44
75087345006	264222003	684277	MOLINA, ADRIAN (RENT)	11356	REDHILL RD	92557-4912	GU QINGLING	11356 REDHILL RD	MORENO V	92557	217.46	21.75	43.06	282.26
31633515004	264222005	684277	SALOFFLOMEW, RICHARD (RENT)	11368	REDHILL RD	92557-4912	LOPEZ ALISE	23418 MONTALVO	MORENO V	92557	205.40	20.54	40.67	266.60
31411155000	264221020	684277	VILLARREAL, MICHELLE (RENT)	11375	REDHILL RD	92557-4913	JOHN ADAM INV	10161 BOLSA AVE NO 204C	WESTMINS	92683	158.41	15.841	31.37	205.6
94514835003	264222007	684277	ST CLAIR, SHAMIKA	11380	REDHILL RD	92557-4912	MAESTOSO INV INC	122A E FOOTHILL BLV 127	ARCADIA C	91006	191.66	19.17	37.95	248.76
98195505016	264222008	684277	WILLIAMS, LINDA	11386	REDHILL RD	92557-4912	DUSSEAU DONALD	4181 LINWOOD PL	RIVERSIDE	92506	255.29	25.53	50.55	331.36
31559365002	473220038	684277	ALVAREZ, JESUS AND MACIEL	11790	REDLANDS BLVD	92555-6592	ALVAREZ JESUS	438 W ELM ST	ONTARIO	91762	255.40	25.54	50.57	331.50
31049535009	488320005	684277	FISHER, ELIZABETH (OWNR)	12314	REDLANDS BLVD	92555-6616	FISHER CHRISTOPHER	12314 REDLANDS BLV	MORENO V	92555	46.19	4.62	9.15	59.94
74438215009	478202052	684277	JACKSON, DAVID	13851	REDLANDS BLVD	92555-8308	JACKSON DAVID	13851 REDLANDS BLV	MORENO V	92555	275.01	27.501	54.45	356.96
95551545005	478181057	684277	FLORES, JUANA	13920	REDLANDS BLVD	92555-8309	FLORES JUANA	13920 REDLANDS BLV	MORENO V	92555	312.04	31.20	61.78	405.02
31228015008	478174016	684277	LARA, ERIC (RENT)	13935	REDLANDS BLVD	92555-8312	LARA IGNACIO M	13935 REDLANDS BLV	MORENO V	92555	255.40	25.54	50.57	331.50
95625985004	484145005	684277	SASSAMAN, KEVIN (OWNER)	14430	REDWING DR	92553-4996	SASSAMAN KEVIN K	14430 REDWING DR	MORENO V	92553	155.18	15.518	30.73	201.42
92565915000	484145009	684277	ORDAZ, JUAN LUIS AND LILIAN	14478	REDWING DR	92553-4996	ORDAZ JUAN LUIS	14478 REDWING DR	MORENO V	92553	255.18	25.518	50.53	331.22
89820373007	484145010	684277	LUNA, SABRINA AND LUPE	14490	REDWING DR	92553-4996	LUNA LUPE	14490 REDWING DR	MORENO V	92553	255.29	25.53	50.55	331.36
95050315006	291671071	684277	MATA, IMELDA (OWNR)	22378	REGENTS PARK LN	92553-2039	JIMENEZ RODRIGO	22378 REGENTS PARK LN	MORENO V	92553	63.96	6.40	12.66	83.02
31380355005	291671068	684277	BELL, KELVIN AND BRENDA (OWN	22390	REGENTS PARK LN	92553-2039	BELL KELVIN A	22390 REGENTS PARK LN	MORENO V	92553	94.78	9.48	18.77	123.02
93859285008	487492009	684277	GALLOWAY, EVELYN (RENT)	13638	REGIS DR	92555-2510	GALLOWAY EVELYN KENTON	13638 REGIS DR	MORENO V	92555	332.40	33.24	65.82	431.44
96614313008	487493013	684277	CRESPA, JOSE AND KIM	13671	REGIS DR	92555-2500	CRESPO JOSE	13671 REGIS DR	MORENO V	92555	255.40	25.54	50.57	331.50
31274765004	296143005	684277	ZAVALA, FABIOLA (RENT)	13448	REINDEER ST	92553-3291	COLLARO DANIEL	13448 REINDEER ST	MORENO V	92553	35.40	3.54	7.01	45.94
95050033005	484262013	684277	QUINONEZ, PATRICIA	14799	REMBRANDT DR	92553-1514	QUINONES PATRICIA	14799 REMBRANDT DR	MORENO V	92553	255.29	25.53	50.55	331.36
96653035005	484262004	684277	WILLIAMS, JASMINE	14907	REMBRANDT DR	92553-1513	WILLIAMS JASMINE	14907 REMBRANDT DR	MORENO V	92553	255.29	25.53	50.55	331.36
86514955007	296161033	684277	GUZMAN, LUIS AND TINA (OWNR)	13709	RENA CT	92553-9688	GUZMAN LUIS ENRIQUE	13709 RENA CT	MORENO V	92553	28.39	2.84	5.62	36.84
31606085000	486061035	684277	RANDOLPH, LAWRENCE	15210	RENCHER CT	92551-4524	RANDOLPH LAWRENCE	15210 RENCHER CT	MORENO V	92551	255.29	25.53	50.55	331.36
52097735000	484264001	684277	BEVERLY, OKERKEE	25336	RENOIR AVE	92553-7108	QURESHI MOHAMMAD NAEEM	25336 RENOIR AVE	MORENO V	92553	416.28	41.63	82.42	540.32
59058925005	484263003	684277	BRYANT, MICHAEL	25349	RENOIR AVE	92553-7109	BRYANT MICHAEL	25349 RENOIR AVE	MORENO V	92553	24.81	2.481	4.91	32.2
58639065003	484272001	684277	CUNEGIN, YABOBBIE	25377	RENOIR AVE	92553-1518	CUNEGIN YABOBBIE	25377 RENOIR AVE	MORENO V	92553	63.66	6.37	12.60	82.62
31554715000	484272002	684277	TREVIZO, MARY (RENT)	25387	RENOIR AVE	92553-1518	SANCHEZ FRANCISCO A	47203 DIANE ST	INDIO CA	92221	49.64	4.96	9.83	64.42
91455345005	264193024	684277	PALOMARES, ANDY	23455	RHEA DR	92557-6109	PALOMARES ANDY	23455 RHEA DR	MORENO V	92557	255.29	25.53	50.55	331.36
1.00706E+11	264193030	684277	CROCKETT, TIMOTHY	23525	RHEA DR	92557-6208	CROCKETT TIMOTHY	23525 RHEA DR	MORENO V	92557	255.29	25.53	50.55	331.36
92462233003	264294007	684277	WALKER, ROSLYN	23619	RHEA DR	92557-6206	GONZALEZ DARLENE	25465 GLORIOSA DR	MISSION V	92691	255.40	25.54	50.57	331.50
96076505000	264294008	684277	HOLMES, LOWELL	23631	RHEA DR	92557-6206	HOLMES LOWELL	23631 RHEA DR	MORENO V	92557	63.96	6.40	12.66	83.02
92385133007	264293017	684277	OLSON, STEPHEN AND ANDREA	23634	RHEA DR	92557-6205	POLSTON PAMELA A	26559 BAY AVE	MORENO V	92555	127.92	12.79	25.33	166.04
96846115008	264293016	684277	SAAVEDRA, MICHELLE (RENT)	23646	RHEA DR	92557-6205	LEACH LAURIE F	23646 RHEA DR	MORENO V	92557	117.40	11.74	23.25	152.38
92075333002	264294010	684277	TAYLOR, NATASHA (RENT)	23655	RHEA DR	92557-6206	SARIAN RAFFI	23655 RHEA DR	MORENO V	92557	246.53	24.65	48.81	319.98
62865655004	264293014	684277	FLORES, BLANCA	23680	RHEA DR	92557-6205	FLORES BLANCA L	23680 RHEA DR	MORENO V	92557	255.40	25.54	50.57	331.50
92539305003	264293013	684277	KAMINE, SHARON	23690	RHEA DR	92557-6205	KAMINE SHARON M	23690 RHEA DR	MORENO V	92557	255.29	25.53	50.55	331.36
97498945003	264295001	684277	MARTINEZ, NICOLAS (OWNR)	23771	RHEA DR	92557-6207	MARTINEZ NICOLAS	23771 RHEA DR	MORENO V	92557	289.81	28.98	57.38	376.16
89823473000	487531009	684277	ANSLEY, SHELIA (RENT)	26590	RHONE CT	92555-3808	PALOMAREZ ROBERT	26590 RHONE CT	MORENO V	92555	241.20	24.12	47.76	313.06
85939025003	260082019	684277	JORDAN, MICHAEL (RENT)	23887	RIDGE POINT CT	92557-2936	GREER JONATHAN	9921 MICHAEL WAY	MORENO V	92557	63.63	6.363	12.60	82.58
31510925008	260082003	684277	GOODWIN, EVELYN	23916	RIDGE POINT CT	92557-2937	GOODWIN EVELYN D	23916 RIDGE POINT CT	MORENO V	92557	255.29	25.53	50.55	331.36
92823025000	260082023	684277	GRANADOS, NORMA	23919	RIDGE POINT CT	92557-2936	GRANADOS NORMA	23919 RIDGE POINT CT	MORENO V	92557	255.40	25.54	50.57	331.50
61242495001	475172006	684277	SILVEIRA, DAVID	11529	RIDGECREST LN	92557-5508	GARCIA ALEJANDRO	11529 RIDGECREST LN	MORENO V	92557	362.04	36.20	71.68	469.92
31567795005	475172003	684277	BADEMCI, MUSGAN (RENT)	11538	RIDGECREST LN	92557-5507	ZARAGOZA MIGUEL	11538 RIDGECREST LN	MORENO V	92557	83.46	8.346	16.53	108.32
95291643007	475172010	684277	KING, JON	11569	RIDGECREST LN	92557-5508	KING JON B	11569 RIDGECREST LN	MORENO V	92557	255.29	25.53	50.55	331.36
31573685006	475171022	684277	FINEGEN, ANNA	11578	RIDGECREST LN	92557-5509	REDELL PAUL A	11578 RIDGECREST LN	MORENO V	92557	255.29	25.53	50.55	331.36
97394593007	260171017	684277	BOYKIN, LUCKITA	10576	RIDGEFIELD TER	92557-3803	BOYKIN LUKITA S	10576 RIDGEFIELD TER	MORENO V	92557	255.40	25.54	50.57	331.50
88231305003	260172001	684277	BOBO, FELIX	10601	RIDGEFIELD TER	92557-3804	BOBO FELIX R	10601 RIDGEFIELD TER	MORENO V	92557	255.29	25.53	50.55	331.36
96846345000	260172004	684277	AGUIRRE, VICTORIA (OWNR)	10635	RIDGEFIELD TER	92557-3806	AGUIRRE VICTORIA M	10635 RIDGEFIELD TER	MORENO V	92557	128.03	12.80	25.35	166.18
96384385003	260173029	684277	RAMIREZ, HILDA (RENT)	10690	RIDGEFIELD TER	92557-3807	XIAO SIZHANG	11357 PONDHURST WAY	RIVERSIDE	92505	429.55	42.96	85.05	557.54
73146675002	260173028	684277	YARBROUGH, TYRONE	10700	RIDGEFIELD TER	92557-3807	XIAO SIZHANG	11357 PONDHURST WAY	RIVERSIDE	92505	255.29	25.53	50.55	331.36
31390135001	474671005	684277	COSTON, ARNOLD	11420	RIDGEMONT DR	92557-5811	COSTON ARNOLD C	11420 RIDGEMONT DR	MORENO V	92557	255.29	25.53	50.55	331.36

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92631295000	474675017	684277	MACIAS, SYLVIA (RENT)	11485	RIDGEMONT DR	92557-5813	MONTERROSO JAVIER BRAN	11485 RIDGEMONT DR	MORENO V	92557	130.15	13.015	25.77	168.92
31450685001	259441003	684277	QUON, RICHARD	22460	RIDGEWATER WAY	92557-1716	QUON RICHARD	22460 RIDGEWATER WAY	MORENO V	92557	255.29	25.53	50.55	331.36
31222185005	474622006	684277	EVANS, DONALD	24360	RIMCREST LN	92557-3046	EVANS DONALD R	24360 RIMCREST LN	MORENO V	92557	128.29	12.83	25.40	166.52
58599235004	474481020	684277	PEREZ, TIM	24137	RIMVIEW RD	92557-3010	KELLY VERONICA	24137 RIMVIEW RD	MORENO V	92557	255.18	25.518	50.53	331.22
93039195006	474481010	684277	GORDON, TAJUANA	24198	RIMVIEW RD	92557-3012	GORDON DONOVAN	24198 RIMVIEW RD	MORENO V	92557	332.40	33.24	65.82	431.44
1.00536E+11	474482009	684277	VALDEPENA, NORMA	24265	RIMVIEW RD	92557-3016	VANEGAS ENRIQUE	24265 RIMVIEW RD	MORENO V	92557	255.29	25.53	50.55	331.36
67334025009	474471007	684277	ALEXANDER, KENNETH	24398	RIMVIEW RD	92557-3056	AVILES KELSEY	24398 RIMVIEW RD	MORENO V	92557	255.18	25.518	50.53	331.22
31609295000	474471008	684277	ROTHENBERGER, JOEL	24410	RIMVIEW RD	92557-3018	ROTHENBERGER JOEL A	772 BRIDLEWOOD CT	CHICO CA	95926	255.18	25.518	50.53	331.22
31370035004	474471015	684277	ORTIZ, SARAH (OWNR)	24421	RIMVIEW RD	92557-3019	JIMENEZ HEATHER M	24421 RIMVIEW RD	MORENO V	92557	50.00	5.00	9.90	64.90
31626595001	474471009	684277	MC CONAGHY, MEGAN	24422	RIMVIEW RD	92557-3018	MCCONAGHY MEGHAN	24422 RIMVIEW RD	MORENO V	92557	41.58	4.158	8.23	53.96
31280195001	474471014	684277	HARMON, CARRIE (OWNR)	24433	RIMVIEW RD	92557-3019	HARMON CARRIE	24433 RIMVIEW RD	MORENO V	92557	255.40	25.54	50.57	331.50
96289285005	474471012	684277	DUFFY, JOHN (RENT)	24460	RIMVIEW RD	92557-3018	DALLIN	3445 EUCALYPTUS AVE	RIVERSIDE	92507	102.62	10.26	20.32	133.20
31639155006	308570010	684277	JUAREZ, DANIEL JOJO	15574	RIO BLANCO TRL	92555-4962	JUAREZ DANIEL	15574 RIO BLANCO TRL	MORENO V	92555	255.29	25.53	50.55	331.36
50878975004	308580006	684277	CRAWFORD, MILDRED	15742	RIO BLANCO TRL	92555-4982	CRAWFORD MILDRED	15742 RIO BLANCO TRL	MORENO V	92555	255.29	25.53	50.55	331.36
31346385000	484052009	684277	HARGES, ERIKA (RENT)	14138	RIO BRAVO RD	92553-4488	ANR INDUSTRIES INC	10702 HATHAWAY DR NO 1	SANTA FE S	90670	219.33	21.93	43.43	284.68
31317565003	484052007	684277	CROSBY, JESSE (OWNR)	14164	RIO BRAVO RD	92553-4488	CROSBY JESSE	14164 RIO BRAVO RD	MORENO V	92553	255.40	25.54	50.57	331.50
96661635002	484051023	684277	PARKE, DENNIS A	14203	RIO BRAVO RD	92553-4487	PARKE DENNIS A	14203 RIO BRAVO RD	MORENO V	92553	255.18	25.518	50.53	331.22
31614605005	484051022	684277	HARDEN, DAVID (OWNR)	14215	RIO BRAVO RD	92553-4487	HARDEN DAVID	14215 RIO BRAVO RD	MORENO V	92553	128.14	12.81	25.37	166.32
31309255005	484052003	684277	ROBINSON, NAOMI	14216	RIO BRAVO RD	92553-4488	ROBINSON NAOMI	14216 RIO BRAVO RD	MORENO V	92553	255.29	25.53	50.55	331.36
31378475004	484052002	684277	PRECI, CHARLOTTE (RENT)	14228	RIO BRAVO RD	92553-4488	FUTUREVIEW INV	340 GOLDENROD DR	WALNUT (	91789	206.96	20.70	40.98	268.62
98513903006	484051020	684277	WILLIAMS, JOAN (OWNR)	14241	RIO BRAVO RD	92553-4487	WILLIAMS JOAN	14241 RIO BRAVO RD	MORENO V	92553	255.40	25.54	50.57	331.50
31594465008	484135007	684277	DYER, REGINA	14373	RIO BRAVO RD	92553-4451	DYER REGINE M	14373 RIO BRAVO RD	MORENO V	92553	71.66	7.17	14.19	93.00
31183825005	484135011	684277	OWENS, SHANBIE	14421	RIO BRAVO RD	92553-4454	LOPEZ FRANCISCO GONZALEZ	1722 BURKETT RD	SOUTH EL	91733	141.73	14.17	28.06	183.96
31524615004	484135012	684277	VALSON, BEVERLY (RENT)	14433	RIO BRAVO RD	92553-4454	HO WENDY	6620 N VISTA ST	SAN GABRI	91775	183.68	18.37	36.37	238.40
31464475002	484202001	684277	CAMPBELL, JOHN	14509	RIO BRAVO RD	92553-7171	CAMPBELL JACQUELINE W	14509 RIO BRAVO RD	MORENO V	92553	25.29	2.529	5.01	32.82
31049315005	484203017	684277	NEUENS, CHARLES	14534	RIO BRAVO RD	92553-7170	NEUENS CHARLES H	14534 RIO BRAVO RD	MORENO V	92553	55.29	5.53	10.95	71.76
75076465003	484202005	684277	ROMERO, JESUS	14557	RIO BRAVO RD	92553-7171	DELGADO JESUS ROMERO	14557 RIO BRAVO RD	MORENO V	92553	284.20	28.42	56.27	368.88
31461615009	484203013	684277	ROE, LLOYD AND VICTORIA (OWNI	14582	RIO BRAVO RD	92553-7170	ROE LLOYD	14582 RIO BRAVO RD	MORENO V	92553	180.94	18.09	35.83	234.86
31628595007	484203002	684277	CONTRERAS, VERONICA	14644	RIO BRAVO RD	92553-7173	SALVATIERRA ASUNCION	14644 RIO BRAVO RD	MORENO V	92553	266.38	26.64	52.74	345.76
31634375001	484203005	684277	GARCIA, GEORGE (RENT)	14686	RIO BRAVO RD	92553-7173	ASARE ANTWI KWADWO H	14686 RIO BRAVO RD	MORENO V	92553	57.98	5.798	11.48	75.24
99757343006	484293013	684277	RAMIREZ, AMALIA	14857	RIO GRANDE DR	92553-5014	SANCHEZ EFRAIN	4436 ROOSEVELT ST	CHINO CA	91710	110.54	11.054	21.89	143.48
95635995001	484294009	684277	ROBERSON, ANNETTE	14858	RIO GRANDE DR	92553-5056	ROBERSON ANNETTE	14858 RIO GRANDE DR	MORENO V	92553	255.29	25.53	50.55	331.36
91735375003	484285003	684277	LEE, YVETTE	14906	RIO GRANDE DR	92553-5048	SPARKS YVETTE LEE	14906 RIO GRANDE DR	MORENO V	92553	255.29	25.53	50.55	331.36
31476875002	484284003	684277	HIRSHEL, LEE	14939	RIO GRANDE DR	92553-5058	HIRSCHEL LEROY G	14939 RIO GRANDE DR	MORENO V	92553	332.40	33.24	65.82	431.44
31200595005	484285008	684277	VASQUEZ, EVANS AND NANCY (OV	14960	RIO GRANDE DR	92553-5048	VASQUEZ EVANS MIGUEL	14960 RIO GRANDE DR	MORENO V	92553	225.40	22.54	44.63	292.56
73948365006	484285010	684277	HOUGH, JOHN	14986	RIO GRANDE DR	92553-5048	HOUGH JOHN M	14986 RIO GRANDE DR	MORENO V	92553	255.29	25.53	50.55	331.36
65907675007	486043002	684277	ROBERSON, FRED	15024	RIO GRANDE DR	92551-7020	ROBERSON GARY	15024 RIO GRANDE DR	MORENO V	92551	255.18	25.518	50.53	331.22
31426565002	486042017	684277	TAVARES, ANTHONY AND MARLEN	15071	RIO GRANDE DR	92551-1440	HAMID ROWSHAN INC	15071 RIO GRANDE DR	MORENO V	92551	255.40	25.54	50.57	331.50
65006425001	486042018	684277	WALKER, KIANNA (RENT)	15083	RIO GRANDE DR	92551-1440	LACY BERTHA B	14959 FAIRHAVEN DR	FONTANA	92336	55.40	5.54	10.97	71.90
75491535000	486042019	684277	MCCRORY, CHERYL (RENT)	15095	RIO GRANDE DR	92551-1440	DEAL CASSANDRA D	15095 RIO GRANDE DR	MORENO V	92551	332.64	33.26	65.86	431.76
52906895008	486055008	684277	RAMIREZ, DANIEL AND LUCILA (OV	15204	RIO GRANDE DR	92551-1442	RAMIREZ DANIEL	513 MARGARET AVE	LOS ANGEL	90022	289.81	28.98	57.38	376.16
89024215000	484172008	684277	TORRES, BIANCA (RENT)	14565	RIO HONDO DR	92553-4965	CHEGWIDDEN THOMAS	14565 RIO HONDO DR	MORENO V	92553	371.09	37.11	73.48	481.66
31513025001	484172009	684277	ROMERO, REINA	14579	RIO HONDO DR	92553-4965	ROMERO REINA	14579 RIO HONDO DR	MORENO V	92553	255.29	25.53	50.55	331.36
31442585005	484172010	684277	USQUIANN, LAURO	14593	RIO HONDO DR	92553-4965	USQUIANO LAURO	14593 RIO HONDO DR	MORENO V	92553	135.29	13.53	26.79	175.60
31193815006	484193001	684277	SALDANA, LOURDES (OWNR)	14644	RIO HONDO DR	92553-4964	SALDANA HECTOR	27029 QUAIL CREEK DR	MORENO V	92555	249.80	24.98	49.46	324.24
95855135006	291344024	684277	CARLTON, CYNTHIA	12050	RIPARIAN WAY	92557-6938	CARLTON CYNTHIA	12050 RIPARIAN WAY	MORENO V	92557	127.70	12.77	25.28	165.74
31104525004	291344026	684277	SHEA, KEVIN M	12074	RIPARIAN WAY	92557-6938	SHEA KEVIN M	12074 RIPARIAN WAY	MORENO V	92557	255.29	25.53	50.55	331.36
98792253002	291341008	684277	MONTES, ALONCO (RENT)	12105	RIPARIAN WAY	92557-6943	IZQUIERDO MAYRA G	12105 RIPARIAN WAY	MORENO V	92557	174.15	17.42	34.48	226.04
31248935003	291344031	684277	FOSTER, THAD (RENT)	12136	RIPARIAN WAY	92557-6940	FAUSTO FRANCISCO C	22419 SCARLET SAGE WAY	MORENO V	92557	255.40	25.54	50.57	331.50
54689015003	291344032	684277	CERECERES, MARIBEL	12148	RIPARIAN WAY	92557-6940	CERECERES VICTOR	12148 RIPARIAN WAY	MORENO V	92557	255.29	25.53	50.55	331.36
57887285003	291392016	684277	RODRIGUEZ, ANNA AND MICHAEL	12157	RIPARIAN WAY	92557-6943	LOPEZ DAVID	241 PACIFIC AVE	LA HABRA	90631	40.29	4.03	7.98	52.28
31420465006	291393001	684277	MUNOZ , VALORIE (RENT)	12172	RIPARIAN WAY	92557-6987	BANUELOS ANDREW J	14811 WHITE BOX LN	MORENO V	92555	204.18	20.42	40.43	265.02
96421923000	291393006	684277	MALDONADO, VERONICA (OWNR)	12240	RIPARIAN WAY	92557-6941	MALDONADO FERNANDO A	12240 RIPARIAN WAY	MORENO V	92557	155.40	15.54	30.77	201.70
31245495001	259383002	684277	SIMON, JOHN (RENT)	9601	RIPPLECREEK DR	92557-1821	VYES PROP	P O BOX 7232	MORENO V	92552	191.66	19.17	37.95	248.76
31516535007	259393003	684277	O'MALLEY, MICHAEL (OWNR)	9699	RIPPLECREEK DR	92557-1821	OMALLEY MICHAEL D	P O BOX 289	MORENO V	92556	63.96	6.40	12.66	83.02
31162785007	259392007	684277	RUELAS, THERESA	9712	RIPPLECREEK DR	92557-1838	MARSHALL BRIAN P	9712 RIPPLECREEK DR	MORENO V	92557	255.29	25.53	50.55	331.36
91885485003	259393001	684277	SMITH, ANTHONY	9727	RIPPLECREEK DR	92557-1840	SMITH ANTHONY D	9727 RIPPLECREEK DR	MORENO V	92557	255.29	25.53	50.55	331.36
31360445009	308541009	684277	SALMANCA, VIOSELINA (RENT)	17285	RIVA RIDGE DR	92555-3395	COVARRUBIAS GILBERTO NUNEZ	17285 RIVA RIDGE DR	MORENO V	92555	255.40	25.54	50.57	331.50
62530775009	308541005	684277	MAZUMDER, PARITOSH (OWNR)	17309	RIVA RIDGE DR	92555-3395	MAZUMDER PARITOSH	547 APOLLO ST NO B	BREA CA	92821	356.82	35.68	70.65	463.14
64979355004	308540047	684277	METOYER, MARK AND MELINDA	17318	RIVA RIDGE DR	92555-3394	ZHOU XIAO YANG	15020 E BILLARY WAY	HACIENDA	91745	59.77	5.98	11.83	77.58
31441285000	308551006	684277	TVETIO, DANE (OWNR)	17339	RIVA RIDGE DR	92555-3396	TVELTO DANE	1040 SHADOW ARBOR CIR	CHARLEST(	29414	255.40	25.54	50.57	331.50
31242195001	308560004	684277	HUDSON, MATHEW	17390	RIVA RIDGE DR	92555-7901	HUDSON MATHEW A	17390 RIVA RIDGE RD	MORENO V	92555	191.66	19.17	37.95	248.76
59219035000	308560007	684277	GARDNER, ANGELA	17429	RIVA RIDGE DR	92555-3400	GARDNER ANGELA R	17429 RIVA RIDGE RD	MORENO V	92555	61.66	6.17	12.21	80.02
94462625009	308560006	684277	AARRON, CASUNDRA (OWNR)	17435	RIVA RIDGE DR	92555-3400	AARON CASUANDRA	25547 FRENTE CALIENTE	MORENO V	92551	212.19	21.22	42.01	275.42
65769895005	479102008	684277	MARQUEZ, MARISA	25319	RIVENDELL TER	92553	MARQUEZ GUILLERMO	25319 RIVENDELL TER	MORENO V	92553	319.03	31.90	63.17	414.10

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71032955007	260251011	684277	BROWN, SHEILAH	10361	RIVER RUN CIR	92557-2622	BROWN SHEILA L	10361 RIVER RUN CIR	MORENO V	92557	255.40	25.54	50.57	331.50
74012025002	260251006	684277	CALIMESE, SHERRI	10364	RIVER RUN CIR	92557-2622	CALIMESE SHERRI L	10364 RIVER RUN CIR	MORENO V	92557	255.40	25.54	50.57	331.50
31637575002	260251012	684277	STEIN, GREG AND AMY	10367	RIVER RUN CIR	92557-2622	STEIN GREGORY N	10367 RIVER RUN CIR	MORENO V	92557	255.29	25.53	50.55	331.36
73883155009	260251005	684277	FLORES, DAVID	10370	RIVER RUN CIR	92557-2622	SANTORO WILLIAM	17201 BIRDSEYE DR	PERRIS CA	92570	55.18	5.518	10.93	71.62
31449615004	485182038	684277	VIESCAS, ARTHUR (RENT)	24278	ROBIE CT	92551-6956	HAMID ROWSHAN INC	24941 STONEGATE LN	LAGUNA N	92677	198.25	19.83	39.25	257.32
92252615008	485183011	684277	RODRIGUEZ, MARINA (OWNR)	24313	ROBIE CT	92551-6943	RODRIGUEZ VICTOR	24313 ROBIE CT	MORENO V	92551	255.18	25.518	50.53	331.22
63116085001	485182044	684277	VILLASENOR, ROSA	24332	ROBIE CT	92551-6920	RODRIGUEZ JORGE	24332 ROBIE CT	MORENO V	92551	132.11	13.211	26.16	171.46
31654575007	485183008	684277	PERAZA, MARY	24339	ROBIE CT	92551-6921	PERAZA MARY CRUZ	24339 ROBIE CT	MORENO V	92551	255.29	25.53	50.55	331.36
31157235003	485182003	684277	RODRIGUEZ, JORGE LUIS (RENT)	24374	ROBIE CT	92551-6909	YANG XI YONG	1452 ALLGEYER AVE	S EL MONT	91733	191.77	19.18	37.97	248.90
31401245003	485182004	684277	TAING, RITHY (RENT)	24380	ROBIE CT	92551-6909	LINDSTROM CARMEN	7573 ASPEN COLOR ST	LAS VEGAS	89139	310.67	31.07	61.51	403.24
92722255005	485181051	684277	MUNDO, LETICIA	24421	ROBIE CT	92551-6911	MUNDO JUAN	24421 ROBIE CT	MORENO V	92551	255.29	25.53	50.55	331.36
31610465002	485181046	684277	RAZO, JUANA (RENT)	24461	ROBIE CT	92551-6911	GONZALEZ JUANA RAZO	24371 SUNNYMEAD BLV	MORENO V	92553	255.40	25.54	50.57	331.50
92252445004	485181043	684277	BLOW, MARTINE (RENT)	24485	ROBIE CT	92551-6911	VO TONY TUAN	16226 SYCAMORE ST	FOUNTAIN	92708	99.03	9.90	19.61	128.54
96726955005	482633031	684277	EDLER, JAIME (OWNR)	13849	ROBIN NEST CT	92553-3882	EDLER JAIME L	13849 ROBIN NEST CT	MORENO V	92553	255.29	25.53	50.55	331.36
31326115009	482633042	684277	MCLEOD, SAMUEL	13946	ROBIN NEST CT	92553-5335	LEE ANDREA	13946 ROBIN NEST CT	MORENO V	92553	255.29	25.53	50.55	331.36
93556033003	474443018	684277	ASHLOCK, TRACY (OWNR)	24442	ROBINWOOD DR	92557-4017	ASHLOCK ANDREW R	24442 ROBINWOOD DR	MORENO V	92557	194.18	19.418	38.45	252.04
31416115008	474443013	684277	PERKINS, WILLIMAE	24497	ROBINWOOD DR	92557-4022	PERKINS WILLIEMAE	24497 ROBINWOOD DR	MORENO V	92557	201.99	20.20	39.99	262.18
31602775004	260241020	684277	KELLAR, MICHAEL (OWNR)	10000	ROCK HILL	92557-2826	KELLAR MICHAEL C	10000 ROCK HILL	MORENO V	92557	255.29	25.53	50.55	331.36
31154075003	260241022	684277	RANDHAWA, NASIB	10044	ROCK HILL	92557-2826	RANDHAWA BALDEV SINGH	6345 MADERA CT	CORONA C	92880	255.29	25.53	50.55	331.36
31134885005	260241015	684277	ESTRELLA,CHRISTOPHER	10075	ROCK HILL	92557-2826	ESTRELLA CHRISTOPHER	10075 ROCK HILL	MORENO V	92557	191.77	19.18	37.97	248.90
31467195004	474523017	684277	HUNTER, RAE C (OWNR)	10732	ROCK ROSE PL	92557-4118	HUNTER RAE C	10732 ROCK ROSE PL	MORENO V	92557	255.40	25.54	50.57	331.50
89636613007	475141024	684277	ELDER, THOMAS	24847	ROCK SPRING TRL	92557-5623	ELDERS THOMAS H	24847 ROCK SPRING TR	MORENO V	92557	245.89	24.59	48.69	319.16
93876773009	475141020	684277	CRAIG, MARY	24858	ROCK SPRING TRL	92557-5623	JACKSON KAREN	24858 ROCK SPRING TR	MORENO V	92557	255.29	25.53	50.55	331.36
95547685003	475141022	684277	MORA, JOSE (OWNR)	24871	ROCK SPRING TRL	92557-5623	MORA JOSE LUIS	24871 ROCK SPRING TR	MORENO V	92557	120.16	12.02	23.79	155.96
61436945005	296252016	684277	MARSHALL RESIDENTIAL PROPERT	13526	ROCKCREST DR	92553-1714	MARSHALL RESIDENTIAL PROP	14305 CORPORATE WAY	MORENO V	92553	255.40	25.54	50.57	331.50
91563205005	296252015	684277	VALENZUELA, RAYMUNDO	13532	ROCKCREST DR	92553-1714	VALENZUELA RAYMUNDO	13532 ROCKCREST DR	MORENO V	92553	255.29	25.53	50.55	331.36
91960943008	296252010	684277	TORRES, SR RUBEN	13560	ROCKCREST DR	92553-1714	WELLS FARGO BANK	1661 WORTHINGTON RD	WEST PALI	33409	255.40	25.54	50.57	331.50
31473445000	296252007	684277	FLORES, JESUS	13578	ROCKCREST DR	92553-1714	SALAS WILFRIDO	13637 ROCKCREST DR	MORENO V	92553	255.29	25.53	50.55	331.36
31150455001	296263002	684277	GORDON, ASHLY (RENT)	13649	ROCKCREST DR	92553-3423	REYES SID A	13649 ROCKCREST DR	MORENO V	92553	192.03	19.20	38.02	249.24
94892915006	296261017	684277	BERNAL, SAMUEL (RENT)	13686	ROCKCREST DR	92553-1711	CASTANEDA ENRIQUE	13686 ROCKCREST DR	MORENO V	92553	255.40	25.54	50.57	331.50
81505405006	296263006	684277	HOOPER, LESLIE	13697	ROCKCREST DR	92553-3423	KELLY TIMOTHY WAYNE	12070 FENIMORE DR	MORENO V	92555	191.77	19.18	37.97	248.90
60721525009	296263008	684277	GREEN, DOROTHY (RENT)	13721	ROCKCREST DR	92553-1712	MHTRAN INC	13730 GOLDENWEST ST	WESTMINS	92683	155.40	15.54	30.77	201.70
56091015000	296261012	684277	GLAUDEL, ALEX (OWNR)	13746	ROCKCREST DR	92553-3425	NGUYEN TUYEN N	13746 ROCKCREST DR	MORENO V	92553	149.62	14.96	29.62	194.20
31655265009	296293007	684277	KIMBLE, TARA AND LAVELLE	13814	ROCKCREST DR	92553-3435	STANDEFER SHELBY	10394 VALLEY WATERS DR	SPRING VA	91978	191.66	19.17	37.95	248.76
91623245009	296293003	684277	WARNELL, MARNELL (RENT)	13864	ROCKCREST DR	92553-3435	HUA THO VINH	7959 NOBLE AVE	PANORAM	91402	332.64	33.26	65.86	431.76
91623245014	296252013	684277	MORENO, AIDE (RENT)	13542	ROCKCREST DR	92553-1714	LOZANO, LILY	#REF!	#REF!	#REF!	30.44	3.044	6.03	39.5
90329725003	296291016	684277	THOMPSON, LAVERNE	13822	ROCKPORT CT	92553-6006	HUDSON LAVERNE THOMPSON	P O BOX 10336	MORENO V	92552	332.40	33.24	65.82	431.44
31509585001	308601011	684277	PERALES, FRANCISCO	26962	ROCKVALE TER	92555-9100	PERALES FRANCISCO U	26962 ROCKVALE TER	MORENO V	92555	191.66	19.17	37.95	248.76
66910955001	308601001	684277	GALLARDO, DULCE	27035	ROCKVALE TER	92555	GALLARDO SERGIO	27035 ROCKVALE TER	MORENO V	92555	191.66	19.17	37.95	248.76
31465775006	304471046	684277	GONZALEZ, ANGELA	27614	ROCKWOOD AVE	92555-5732	FUENTES JOSE LUIS	27614 ROCKWOOD AVE	MORENO V	92555	255.29	25.53	50.55	331.36
96479355007	304490004	684277	VALDEZ, MANUEL	27661	ROCKWOOD AVE	92555-5731	VALDEZ HELEN E	27661 ROCKWOOD AVE	MORENO V	92553	255.29	25.53	50.55	331.36
93885193002	304471051	684277	CUSTODIO, JOSE	27684	ROCKWOOD AVE	92555-5732	CUSTODIO JORGE A	27684 ROCKWOOD AVE	MORENO V	92555	80.40	8.04	15.92	104.34
88513515000	304490006	684277	FORD, NEFERITARA	27685	ROCKWOOD AVE	92555-5731	EBOKA NGOZI EDITH	27685 ROCKWOOD AVE	MORENO V	92555	255.40	25.54	50.57	331.50
74514495008	304483003	684277	BAKER, TAYARIE (OWNR)	27769	ROCKWOOD AVE	92555-5731	BAKER ANTONIO	27769 ROCKWOOD AVE	MORENO V	92555	131.77	13.18	26.09	171.02
91576435009	304483010	684277	WALKER, RON (RENT)	27853	ROCKWOOD AVE	92555-5730	KEYES BRIAN	7964 CHOI DR	RIVERSIDE	92506	92.59	9.26	18.33	120.18
91947285003	304481014	684277	SPEARS, MYISHIA	27888	ROCKWOOD AVE	92555-5729	SPEARS MYISHIA	27888 ROCKWOOD AVE	MORENO V	92555	128.03	12.80	25.35	166.18
63183805000	304481025	684277	SIMPSON, LISA (RENT)	27912	ROCKWOOD AVE	92555-5729	MARTINGALE INV	230 SAN LUIS REY RD	ARCADIA (	91007	197.13	19.713	39.03	255.86
87524425007	304483016	684277	NEAL, PATRICIA	27925	ROCKWOOD AVE	92555-5730	NEAL PATRICIA	1655 MORGAN LN	MEDFORD	48381	255.40	25.54	50.57	331.50
31365045002	304481023	684277	IDDRISSU, BESSIE	27940	ROCKWOOD AVE	92555-5729	IDDRISSU BESSIE ARLENE	27940 ROCKWOOD AVE	MORENO V	92555	255.40	25.54	50.57	331.50
31211595002	304481022	684277	MCKNIGHT, SHAWN (OWNR)	27952	ROCKWOOD AVE	92555-5729	MCKNIGHT SHAWN	27952 ROCKWOOD AVE	MORENO V	92555	128.14	12.81	25.37	166.32
31215825005	304300042	684277	BENJAMIN, GARY A	14753	ROCKY MOUNTAIN WA	92555-6361	BENJAMIN GARY A	14753 ROCKY MOUNTAIN WAY	MORENO V	92555	255.29	25.53	50.55	331.36
31161825001	478340001	684277	REEDER, DIANNA	13760	RODERICK DR	92555-6109	VASQUEZ RAMIRO R	13760 RODERICK DR	MORENO V	92555	105.29	10.53	20.85	136.66
92063865006	478342018	684277	SANCHEZ, JOSEPH (OWNR)	13765	RODERICK DR	92555-6109	SANCHEZ JOSEPH P	27618 ROSEMONT CT	MORENO V	92555	255.40	25.54	50.57	331.50
61073185005	478340002	684277	GONZALEZ, STEVE (RENT)	13780	RODERICK DR	92555-6109	BORCHARD STEVEN J	546 BARNES AVE	MEDFORD	97504	140.05	14.01	27.73	181.78
31623435002	478342014	684277	BRIGGS, BENJAMIN	13845	RODERICK DR	92555-6117	REN SHAN	24373 STACEY AVE	MORENO V	92551	79.00	7.9	15.64	102.54
31055245007	308520004	684277	TOWNES, NICOLE	26090	ROJO TIERRA	92555-3368	TOWNES JOHNNIE	26090 ROJO TIERRA	MORENO V	92555	255.29	25.53	50.55	331.36
97102805000	308520005	684277	EDWARDS, KAREN	26102	ROJO TIERRA	92555-3368	EDWARDS KATHY L	22805 RIO LOBOS RD	DIAMOND	91765	255.29	25.53	50.55	331.36
31320775003	296175063	684277	JOHNSON, JANISHA (RENT)	23367	ROLANDA DR	92553-3446	WALSTON RUTH AILEEN	19752 HART ST	WINNETKA	91306	257.52	25.75	50.99	334.26
52783885003	296175038	684277	CAUDILLO, CARLOS (RENT)	23424	ROLANDA DR	92553-3493	SINQUIMANI MANUEL	700 N 1ST ST	MONTEBEI	90640	255.40	25.54	50.57	331.50
31479775007	296175054	684277	SANCHEZ, GILBERTO	23439	ROLANDA DR	92553-3495	FRAUSTO HERMENEGILDO	23439 ROLANDA DR	MORENO V	92553	255.29	25.53	50.55	331.36
31273295005	296175041	684277	ANDERSON, PERRIN (OWNR)	23448	ROLANDA DR	92553-3493	ANDERSON PERRIN KARL	23448 ROLANDA DR	MORENO V	92553	155.40	15.54	30.77	201.70
83747095007	296175050	684277	NELSON, TERRY AND REBECCA	23471	ROLANDA DR	92553-3495	NELSON TERRY L	28230 LOCUST AVE	MORENO V	92555	255.40	25.54	50.57	331.50
95339115005	486504010	684277	BENTON, MARK	14654	ROSEA CT	92555-4754	BENTON MARK A	14654 ROSEA CT	MORENO V	92555	249.72	24.97	49.44	324.12
88370855003	486504015	684277	SAMANO, NICHOLAS	14661	ROSEA CT	92555-4754	SAMANO NICOLAS	14661 ROSEA CT	MORENO V	92555	255.29	25.53	50.55	331.36
31128025008	479533015	684277	WILSON, CRISTOPHER (RENT)	25669	ROSEBAY CT	92553-4707	FLORES JESUS B	25669 ROSEBAY CT	MORENO V	92553	332.64	33.26	65.86	431.76

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90784945003	479533011	684277	HERRERA, ADRIANA	25709	ROSEBAY CT	92553-1220	HERRERA ADRIANNA	25709 ROSEBAY CT	MORENO V	92553	255.29	25.53	50.55	331.36
49282285008	479533010	684277	THOMAS, BILL	25719	ROSEBAY CT	92553-1220	THOMAS GUEDAL	1131 W 6TH ST	ONTARIO	91762	332.40	33.24	65.82	431.44
31286115005	479533007	684277	ZEPEDA, SAUL (RENT)	25730	ROSEBAY CT	92553-4706	CEPEDA SAUL	34640 ALVARADO NILES RD	UNION CIT	94587	166.80	16.68	33.03	216.5
70073065009	475100034	684277	MORETTI, TRACY	24051	ROSELEAF PL	92557-5536	DALLIN	5440 TRABUCO RD	IRVINE CA	92620	332.40	33.24	65.82	431.44
89927255005	475100032	684277	NEWBERRY, LOUISE	24065	ROSELEAF PL	92557-5536	NEWBERRY LOUISE	24065 ROSELEAF PL	MORENO V	92557	130.29	13.03	25.80	169.10
31095555007	475100031	684277	RICHMOND, PEGGY (RENT)	24071	ROSELEAF PL	92557-5536	JOHNSON ALLAN	24071 ROSELEAF PL	MORENO V	92557	105.24	10.524	20.84	136.6
54548005003	484182025	684277	HIGGS, LAWRENCE	14654	ROSEMARY AVE	92553-4931	STANLEY RICHARD K	14654 ROSEMARY AVE	MORENO V	92553	128.03	12.80	25.35	166.18
31113675003	484303040	684277	STEELE, SEAN (OWNR)	14763	ROSEMARY AVE	92553-5079	STEELE SEAN D	14763 ROSEMARY AVE	MORENO V	92553	255.40	25.54	50.57	331.50
90442483004	484303041	684277	CUEVAS, GUSTAVO (RENT)	14773	ROSEMARY AVE	92553-5079	MEAN VANEE RIM	14773 ROSEMARY AVE	MORENO V	92553	503.67	50.37	99.73	653.76
82986095002	484321010	684277	KAROLCZAK, JOHN	14780	ROSEMARY AVE	92553-5022	HANSEL ALLAN	14780 ROSEMARY AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31201285008	484321011	684277	GRAVES, ASHLEY (RENT)	14790	ROSEMARY AVE	92553-5022	HOME EXPO FINANCIAL INC	P O BOX 9818	MORENO V	92552	27.88	2.79	5.52	36.18
31357795001	484303045	684277	ALONZO, VINCENT	14811	ROSEMARY AVE	92553-5044	ALONZO VINCENT	14811 ROSEMARY AVE	MORENO V	92553	104.90	10.49	20.77	136.16
93638915004	260163017	684277	EVANS, SHEENA	23589	ROSEMEADOW CT	92557-3931	EVANS SHEENA	23589 ROSE MEADOW CT	MORENO V	92557	255.40	25.54	50.57	331.50
74713135002	304471037	684277	MOORE, CAROL (RENT)	27611	ROSEMONT CT	92555-5716	LE ANH C	27611 ROSEMONT CT	MORENO V	92555	256.05	25.61	50.70	332.34
70408995002	304471030	684277	RUOZUK, BEATRICE	27688	ROSEMONT CT	92555-5716	ROZUK CHARLES J	27688 ROSEMONT CT	MORENO V	92555	23.09	2.31	4.57	29.96
92429243000	481222004	684277	RUBIO, SALVADOR (OWNR)	12808	ROSS ST	92553-3733	RUBIO SALVADOR B	12808 ROSS ST	MORENO V	92553	255.40	25.54	50.57	331.50
31124365005	481222005	684277	RODRIGUEZ, MARILYN	12820	ROSS ST	92553-3733	RODRIGUEZ FAMILY TRUST	2875 KILKENNY DR	SPRINGFIE	45503	255.29	25.53	50.55	331.36
31333685005	482552008	684277	WELCH, STAPGEN (RENT)	24041	ROTHBURY DR	92553-6236	SBR MANAGEMENT	16196 JACOBS CIR	RIVERSIDE	92504	212.05	21.205	41.99	275.24
96762105009	482553015	684277	JENNINGS, RUSSELL	24124	ROTHBURY DR	92553-3384	CORTEZ NOEMI H	24124 ROTHBURY DR	MORENO V	92553	255.40	25.54	50.57	331.50
50496535008	482553017	684277	MIRANDA, ARTHUR (OWNR)	24136	ROTHBURY DR	92553-3384	MIRANDA ARNALDO	24136 ROTHBURY DR	MORENO V	92553	255.40	25.54	50.57	331.50
86382615001	482553021	684277	MACARIA, EMSIZA (RENT)	24164	ROTHBURY DR	92553-3384	HOME EXPO FINANCIAL INC	P O BOX 9818	MORENO V	92552	36.85	3.69	7.30	47.82
31435565003	482552030	684277	LEWIS, KIMMEKA (RENT)	24185	ROTHBURY DR	92553-3317	CAMPOS ALFONSO J	2601 PAULINE ST	WEST COV	91792	226.94	22.69	44.93	294.56
68603585008	482553025	684277	GREGORY, AMY	24192	ROTHBURY DR	92553-3318	GREGORY ROBIN ALISDAIR	24192 ROTHBURY DR	MORENO V	92553	255.40	25.54	50.57	331.50
96364285006	482552029	684277	HATTER, DON	24193	ROTHBURY DR	92553-3317	HATTER DONALD S	24193 ROTHBURY DR	MORENO V	92553	255.29	25.53	50.55	331.36
33341585009	486490015	684277	WILKERSON, LAQUISHA	14651	ROUND LEAF RD	92555-4742	WILKERSON JEFFERY	14651 ROUND LEAF RD	MORENO V	92555	249.96	25.00	49.49	324.44
31162735008	486490013	684277	PULIDO, RAFAEL (OWNR)	14675	ROUND LEAF RD	92555-4742	PULIDO RAFAEL	14675 ROUND LEAF RD	MORENO V	92555	255.29	25.53	50.55	331.36
31229615000	486490011	684277	MOMELSO, JORGE (OWNR)	14699	ROUND LEAF RD	92555-4742	MONTOLFO JORGE	14699 ROUND LEAF RD	MORENO V	92555	207.64	20.76	41.11	269.50
73684815003	264431053	684277	GARCIA, ESPERANZA	23805	ROWE DR	92557-7930	ARCE FRANK	23805 ROWE DR	MORENO V	92557	125.90	12.59	24.93	163.40
88262465004	264431050	684277	CARDOZA, FAUSTINO (OWNR)	23823	ROWE DR	92557-7931	CARDOZA FAUSTINO	23823 ROWE DR	MORENO V	92557	57.57	5.76	11.40	74.72
96480515002	264431028	684277	GARCIA, MARIA L	23824	ROWE DR	92557-7929	SALMERON MARIA L	23824 ROWE DR	MORENO V	92557	255.29	25.53	50.55	331.36
91231065008	264431030	684277	APODACA, ROBERT	23840	ROWE DR	92557-7929	APODACA ROBERT R	23840 ROWE DR	MORENO V	92557	178.90	17.89	35.42	232.20
75685475009	264431044	684277	AMEZCUA, MARIA	23875	ROWE DR	92557-7932	AMEZCUA MARIA E	23875 ROWE DR	MORENO V	92557	135.29	13.53	26.79	175.60
70128495001	264431040	684277	BLANCO, MYRA (OWNR)	23945	ROWE DR	92557-7935	BLANCO MAYRA A	23945 ROWE DR	MORENO V	92557	274.45	27.45	54.34	356.22
31584325009	256301006	684277	KOSIGIN, JULIE	21675	ROWENA DR	92557-8576	VALDERRAMA GIOVANNA	21675 ROWENA DR	MORENO V	92557	255.29	25.53	50.55	331.36
31379475002	256306016	684277	ZAVALA, HECTOR AND KATHLYN	21690	ROWENA DR	92557-8505	ZAVALA HECTOR	21690 ROWENA DR	MORENO V	92557	255.29	25.53	50.55	331.36
93518685006	256301002	684277	FONSECA, ROBERT	21715	ROWENA DR	92557-8535	FONSECA ROBERT	21715 ROWENA DR	MORENO V	92557	332.40	33.24	65.82	431.44
62578315005	475331019	684277	KELLEY, AMANDA (RENT)	24039	ROYALE ST	92557-5011	GASTON MICHAEL A	24039 ROYALE ST	MORENO V	92557	408.04	40.80	80.79	529.62
97980885002	475334002	684277	JONES, PAUL AND MYIESHA (OWN	24052	ROYALE ST	92557-5010	JONES MIEESHA K	24052 ROYALE ST	MORENO V	92557	183.22	18.32	36.28	237.80
94666323008	475342020	684277	FLEMING, GLORIA	24132	ROYALE ST	92557-5019	FLEMING GLORIA	24132 ROYALE ST	MORENO V	92557	191.77	19.18	37.97	248.90
87341435004	475343003	684277	WARREN, DAVID	24153	ROYALE ST	92557-5020	WARREN DAVID B	24153 ROYALE ST	MORENO V	92557	232.64	23.26	46.06	301.96
62367075003	475343004	684277	MARIANARO, JOSEPH	24165	ROYALE ST	92557-5020	MARINARO JOSEPH	24165 ROYALE ST	MORENO V	92557	255.29	25.53	50.55	331.36
89166313008	475343009	684277	BLACK, YURINE (RENT)	24231	ROYALE ST	92557-5013	WHITE JOE H	10311 STARSHINE DR	MORENO V	92557	63.63	6.363	12.60	82.58
31061845009	256215008	684277	RODRIGUEZ, MELIZ (RENT)	11895	RUDBECKIA CIR	92557-8623	STEVENS JOHN T	11895 RUDBECKIA CIR	MORENO V	92557	197.78	19.78	39.16	256.70
95051965007	485072035	684277	PRICE, LANCE	24667	RUGBY LN	92551-4022	GUERRERO FLOR A	24667 RUGBY LN	MORENO V	92551	255.40	25.54	50.57	331.50
31454275005	485075002	684277	SANCHEZ, TINA MARIE (RENT)	24690	RUGBY LN	92551-0909	COLFIN AI CA 4	24682 DEL PRADO NO 200	DANA POI	92629	189.88	18.99	37.60	246.46
96150995000	485072032	684277	STEPHENS, COLMAN AND PATRICI	24697	RUGBY LN	92551-4022	STEPHENS COLEMAN	24697 RUGBY LN	MORENO V	92551	255.40	25.54	50.57	331.50
60176775003	485075003	684277	RICHMOND, GENE	24700	RUGBY LN	92551-4029	RICHMOND EUGENE CARL	24700 RUGBY LN	MORENO V	92551	255.29	25.53	50.55	331.36
95931745007	485075004	684277	ESTRADA, SANDRA (OWNR)	24710	RUGBY LN	92551-4029	ESTRADA SANDRA A	24710 RUGBY LN	MORENO V	92551	105.29	10.53	20.85	136.66
84166175002	296232026	684277	PILGRIM, JULIE ANN (RENT)	13553	RUNDELL DR	92553-3412	HARPER ORESTER J	13553 RUNDELL DR	MORENO V	92553	255.29	25.53	50.55	331.36
31352925005	296233026	684277	BULLOCK, ELMIRA (RENT)	13584	RUNDELL DR	92553-3413	MOORE AARON N	19110 COLBECK AVE	CARSON C	90746	255.40	25.54	50.57	331.50
89852325001	296233025	684277	ZELEDON, ERIC (OWNR)	13598	RUNDELL DR	92553-3413	ZELEDON ERICK J	13598 RUNDELL DR	MORENO V	92553	255.40	25.54	50.57	331.50
96804495007	296233023	684277	JOHNSON, ROBERT	13624	RUNDELL DR	92553-3484	EOS ENTERPRISES	402 COLUMBUS CIR	CORONA D	92625	105.21	10.521	20.83	136.56
81593025002	296232032	684277	COOPER, KIMBERLY	13631	RUNDELL DR	92553-1700	CHILDS JOE A	25787 LOS CABOS DR	MORENO V	92551	190.98	19.10	37.81	247.88
96438475008	296233022	684277	WILLIAMS, GARY	13636	RUNDELL DR	92553-3484	WILLIAMS GARY D	13636 RUNDELL DR	MORENO V	92553	191.66	19.17	37.95	248.76
49914875002	296233021	684277	POWELL, STEVEN AND PAMELA	13643	RUNDELL DR	92553-1700	SOLIZ KIM	13646 RUNDELL DR	MORENO V	92553	255.40	25.54	50.57	331.50
91199605004	296243025	684277	RODRIGUEZ, TRINIDAD	13678	RUNDELL DR	92553-3414	RODRIGUEZ TRINIDAD	29165 WILLIAMS AVE	MORENO V	92555	255.40	25.54	50.57	331.50
94698525009	296243024	684277	ROCHA, MARIO	13686	RUNDELL DR	92553-3414	GREEN SHARK	P O BOX 1747	CHINO HIL	91709	63.96	6.40	12.66	83.02
31633645007	296091004	684277	HERNANDEZ, ANDRES AND MIRIA	13049	RUNNING DEER RD	92553-3244	HERNANDEZ ANDRES	3738 HARRISON ST	RIVERSIDE	92503	159.35	15.94	31.55	206.82
65034775009	296131002	684277	BURKETT, TOM	13275	RUNNING DEER RD	92553-3245	BURKETT THOMAS E	13275 RUNNING DEER RD	MORENO V	92553	255.29	25.53	50.55	331.36
62946025005	296131003	684277	TITH, PHALLA	13289	RUNNING DEER RD	92553-3245	FLORES JULIO	13289 RUNNING DEER RD	MORENO V	92553	255.29	25.53	50.55	331.36
99975463008	296133010	684277	WASHINGTON, REGINA	13338	RUNNING DEER RD	92553-3261	WASHINGTON ODIS RAY	27176 BIG HORN AVE	MORENO V	92555	246.19	24.62	48.75	319.54
88725693002	257210026	684277	GUERRERO, JESS (OWNR)	8840	RUNNING GUN LN	92557-0700	GUERRERO JESS	8840 RUNNING GUN LN	MORENO V	92553	59.31	5.93	11.74	76.98
31439825001	296134016	684277	ARELLANO, SHEILA	13350	RUNNING HORSE DR	92553-3202	SMITH MARK JOSEPH	13350 RUNNING HORSE DR	MORENO V	92553	56.04	5.604	11.10	72.72
31087285001	296135004	684277	HARNAGE, URSULA (RENT)	13363	RUNNING HORSE DR	92553-3203	ELLIS MARYANN E	22439 MOUNTAIN VIEW RD	MORENO V	92557	272.35	27.24	53.93	353.50
97996515016	296134018	684277	MARTINEZ, JULIO	13374	RUNNING HORSE DR	92553-3202	REYES ALFRED R	13374 RUNNING HORSE DR	MORENO V	92553	203.26	20.33	40.25	263.82

31458105002	296145020	684277	CABRAR, RAMIRO AND ESTER	13444	RUNNING HORSE DR	92553-3253	CABRAL MARQUEZ RAMIRO	13444 RUNNING HORSE DR	MORENO V	92553	255.40	25.54	50.57	331.50
87960415005	296144003	684277	JOHNSTON, LAURA (RENT)	13475	RUNNING HORSE DR	92553-3254	TRP FUND I	180 NEWPORT CENTER NO 230	NEWPORT	92660	89.64	8.964	17.75	116.34
93321115005	296145016	684277	ALANIZ, MARIA (RENT)	13488	RUNNING HORSE DR	92553-3253	GONZALEZ HUGO	1906 TUPELO WAY	PERRIS CA	92571	95.40	9.54	18.89	123.82
83182525007	312301023	684277	PEER, RUBEN	25308	RUNSEY CT	92551-2411	PEER ROBBIE J HAITH	25308 RUNSEY CT	MORENO V	92551	255.40	25.54	50.57	331.50
31220505002	304451005	684277	REYES, BLAKE	14880	RYDER WAY	92555-7057	REYES BLAKE WILLIAM	14880 RYDER WAY	MORENO V	92555	128.14	12.81	25.37	166.32
87981495004	304450008	684277	DANIELS, JAQUELINE	14915	RYDER WAY	92555-7058	DANIELS JACQUELINE T	14915 RYDER WAY	MORENO V	92555	255.40	25.54	50.57	331.50
31058295000	304231007	684277	HUNT, BILL AND JENNFIER	15025	RYDER WAY	92555-7025	HUNT BILL DON	15025 RYDER WAY	MORENO V	92555	326.45	32.65	64.64	423.72
90058115006	264052004	684277	WILLIAMS, VIVIAN	11111	SADDLE RIDGE RD	92557-4811	WILLIAMS VIVIAN H	11111 SADDLE RIDGE RD	MORENO V	92557	45.29	4.529	8.97	58.78
96789935008	264053009	684277	WUENCE, JULISSA	11140	SADDLE RIDGE RD	92557-4809	WUENCE EUDORO	11140 SADDLE RIDGE RD	MORENO V	92557	255.40	25.54	50.57	331.50
31085115001	312095001	684277	GONZALEZ, YVETTE	16288	SADDLEBROOK LN	92551-9222	GONZALEZ NORMAN E	16288 SADDLEBROOK LN	MORENO V	92551	191.55	19.155	37.93	248.62
31375915008	312095009	684277	BULLEY, JOSEPH	16308	SADDLEBROOK LN	92551-1122	BULLEY JOSEPH M	16308 SADDLEBROOK LN	MORENO V	92551	255.29	25.53	50.55	331.36
31408975004	312091010	684277	WILLIAMS, PATTY (RENT)	16339	SADDLEBROOK LN	92551-9232	ACOSTA MARIA C	8006 BONFIELD AVE	NORTH HC	91605	195.73	19.57	38.75	254.04
31410875001	312091019	684277	GONZALES, ALMA	16369	SADDLEBROOK LN	92551-9233	GONZALEZ ALMA R	16369 SADDLEBROOK LN	MORENO V	92551	255.29	25.53	50.55	331.36
31259485004	312144004	684277	SANCHEZ, BEATRICE (OWNR)	16531	SADDLEBROOK LN	92551-2565	SANCHEZ MARCOS	16531 SADDLEBROOK LN	MORENO V	92551	127.66	12.77	25.28	165.70
87349255004	312144008	684277	CO, MARCELLO (OWNR)	16571	SADDLEBROOK LN	92551-2565	CO MARCELO	16571 SADDLEBROOK LN	MORENO V	92551	191.77	19.18	37.97	248.90
31278285006	312301001	684277	SMITH, LAVINA	16586	SADDLEBROOK LN	92551-2564	NGUYEN VAN THUY	16586 SADDLEBROOK LN	MORENO V	92551	324.45	32.45	64.24	421.12
83407135000	312144010	684277	MICHAEL, RAMON (OWNR)	16591	SADDLEBROOK LN	92551-2565	MORGAN NABIL E	333 N VINCENT AVE	COVINA C	91722	191.77	19.18	37.97	248.90
31388325005	312301006	684277	DOTSON, HAROLD AND BRIONNA	16644	SADDLEBROOK LN	92551-2556	DOTSON HAROLD EDWARD	16644 SADDLEBROOK LN	MORENO V	92551	166.52	16.65	32.97	216.14
87756495000	312301007	684277	HILL, JEVETTA (RENT)	16654	SADDLEBROOK LN	92551-2556	ASLAM NABEEL	14941 STEPHENSON	MORENO V	92555	125.54	12.55	24.86	162.94
88474783008	312301008	684277	TAYLOR, SHAKIRA	16664	SADDLEBROOK LN	92551-2556	TRAN KIMCHI	16664 SADDLEBROOK LN	MORENO V	92551	132.16	13.216	26.17	171.54
97476513009	312301009	684277	JOHNSON, VICTOR AND CHRISTA	16676	SADDLEBROOK LN	92551-2556	JOHNSON VICTOR	16676 SADDLEBROOK LN	MORENO V	92551	332.64	33.26	65.86	431.76
31180515005	312151020	684277	MEJIA, MARIA	16677	SADDLEBROOK LN	92551-2557	MEJIA ANTONIO	27265 OCEAN DUNES ST	MORENO V	92555	255.29	25.53	50.55	331.36
88818605004	312151021	684277	SPRINGER, ERNESTINA	16687	SADDLEBROOK LN	92551-2557	SPRINGER ERNESTINA B	P O BOX 8083	MORENO V	92552	255.18	25.518	50.53	331.22
95934355002	312313008	684277	ESPARZA, CHISTINA (OWNR)	16818	SADDLEBROOK LN	92551-2421	SENG YOUVAPHEAP	8980 ACORN WAY	GILROY CA	95020	63.96	6.40	12.66	83.02
31065555000	312313011	684277	HO, ANH	16872	SADDLEBROOK LN	92551-2421	HO ALEXANDER SON	16872 SADDLEBROOK LN	MORENO V	92551	255.29	25.53	50.55	331.36
70430975000	487481042	684277	SLETUS, ERNEST (RENT)	26624	SAFFRON CIR	92555-3834	MARTINEZ RODRIGUEZ SHELLY	26624 SAFFRON CIR	MORENO V	92555	157.60	15.76	31.20	204.56
31537115001	487532016	684277	MUDRICK, CURTIS	26560	SAGE BRUSH CT	92555-3816	COLLAZO LUIS CARLOS H	26560 SAGEBRUSH CT	MORENO V	92555	255.29	25.53	50.55	331.36
98265185014	308370014	684277	WILKES, DONALD AND MICHELLE	15508	SAGE CT	92555-2930	WILKES DONALD	15508 SAGE CT	MORENO V	92555	255.40	25.54	50.57	331.50
31361765009	308370021	684277	JOHNSON, HENRY	15545	SAGE CT	92555-2930	CHERRY MICHELLE L	15658 RIO BLANCO TRL	MORENO V	92555	255.18	25.518	50.53	331.22
91808763006	308364002	684277	RICHARDS, MARCIE (OWNR)	15605	SAGE CT	92555-2931	RICHARD MARSIE ENORA	15605 SAGE CT	MORENO V	92555	255.40	25.54	50.57	331.50
92473095009	308364003	684277	HILOBSKY, JACKIE (RENT)	15615	SAGE CT	92555-2931	BAUDERS STEWART J	15615 SAGE CT	MORENO V	92555	113.58	11.358	22.49	147.42
77332585003	308364004	684277	DUFF, MARIE	15625	SAGE CT	92555-2933	DUFF JOHN W	15625 SAGE CT	MORENO V	92552	255.29	25.53	50.55	331.36
94537515001	308364010	684277	NAVARRO, EDGAR (OWNR)	15685	SAGE CT	92555-2933	NAVARRO EDGAR	15685 SAGE CT	MORENO V	92555	128.14	12.81	25.37	166.32
31516205006	474471033	684277	WILSON, BRUCE	10452	SAGECREST DR	92557-3036	WILSON BRUCE	10452 SAGECREST DR	MORENO V	92557	105.40	10.54	20.87	136.80
75648235008	474471039	684277	HOLLIS, FRED	10457	SAGECREST DR	92557-3036	HOLLIS FRED L	10457 SAGECREST DR	MORENO V	92557	255.29	25.53	50.55	331.36
31368635002	474471031	684277	FLORES, JOHN	10472	SAGECREST DR	92557-3036	FLORES JOHN	10472 SAGECREST DR	MORENO V	92557	28.73	2.87	5.69	37.28
86617913007	474471041	684277	PHELPS, PATRICIA	10479	SAGECREST DR	92557-3036	SCHONK CHRISTIAN H	10479 SAGECREST DR	MORENO V	92557	255.40	25.54	50.57	331.50
50512105002	475100063	684277	SCHREDER, NICOLE (RENT)	11314	SAGEWOOD PL	92557-5531	HERNANDEZ JAIME	11314 SAGEWOOD PL	MORENO V	92557	81.30	8.13	16.10	105.52
53133535004	475100061	684277	SAMS, ROCHELLE	11347	SAGEWOOD PL	92557-5531	SIMS ROCHELLE M	11347 SAGEWOOD PL	MORENO V	92557	255.18	25.518	50.53	331.22
31096735008	308582011	684277	JOHNSON, CRISTINA (RENT)	26944	SALT MISSIONS CIR	92555-4981	LLANES JESUS R	48 HAWAII DR	ALISO VIEJ	92656	107.07	10.707	21.20	138.96
94619635002	308582026	684277	RICHARDSON, EVATTE	26951	SALT MISSIONS CIR	92555-4981	WELLS FARGO BANK	800 BROOKSEDGE BLV	WESTERVI	43081	255.29	25.53	50.55	331.36
93187565005	308582023	684277	PALMER, ANA SOFHIA	26981	SALT MISSIONS CIR	92555-4981	SECRETARY HOUSING & URBAN DEV OF	2500 MICHELSON DR NO 100	IRVINE CA	92612	191.77	19.18	37.97	248.90
66581485009	486493002	684277	BROWN, VALERIE	14636	SALT RIVER WAY	92555-4750	BROWN DARRYL W	14636 SALT RIVER WAY	MORENO V	92555	255.40	25.54	50.57	331.50
#REF!	486493005	684277	SAMPSON, GEORGE (RENT)	14672	SALT RIVER WAY	92555-4750	ARIAS, MARTIN	#REF!	MORENO V	#REF!	63.63	6.363	12.60	82.58
98268905017	474511028	684277	WENDELL, CARR (RENT)	10460	SALTBUSH CIR	92557-3055	GREEN MELVIN R	10460 SALTBUSH CIR	MORENO V	92557	255.40	25.54	50.57	331.50
53514735003	474511029	684277	CALDERON, BRENDA	10472	SALTBUSH CIR	92557-3055	CALDERON BRENDA ALICE	10472 SALTBUSH CIR	MORENO V	92557	81.51	8.15	16.14	105.78
53692275003	474511030	684277	SINGH, CAROL	10486	SALTBUSH CIR	92557-3055	SINGH CAROL N	P O BOX 1351	MORENO V	92556	191.22	19.12	37.86	248.20
31642855003	474511031	684277	GARCIA, JOSE (OWNR)	10494	SALTBUSH CIR	92557-3055	GARCIA JOSE A	10494 SALTBUSH CIR	MORENO V	92557	540.47	54.05	107.01	701.52
94814625001	487270034	684277	HILLMAN, DONALD (RENT)	12880	SAMPLE CT	92555-2346	MEPHORS IKE MAGNUS	P O BOX 1338	MORENO V	92556	503.67	50.37	99.73	653.76
90067413004	487270029	684277	MONROE, KEENA (RENT)	12931	SAMPLE CT	92555-2347	ARIZAGA JULIO	8621 CANDLEWOOD ST	CHINO CA	91708	119.49	11.95	23.66	155.08
93102585000	487270028	684277	LUNA, NIDIA (RENT)	12941	SAMPLE CT	92555-2307	WHITMAN ROBERT DARRYL	8748 DENKER AVE	LOS ANGEI	90047	255.40	25.54	50.57	331.50
31606225001	487270043	684277	TUTOKI, DAVID	12980	SAMPLE CT	92555-2306	TUTOKI DAVE	12980 SAMPLE CT	MORENO V	92555	255.29	25.53	50.55	331.36
59831525009	474675007	684277	FRANKO, RAUL	25561	SAN ANTONIO ST	92557-5806	RIOS CARLOS V	14409 PASSAGE AVE	PARAMOU	90723	228.96	22.896	45.33	297.18
59834645008	474674014	684277	CARDIFF, MATT (OWN)	25576	SAN ANTONIO ST	92557-5805	LAKE PLACE HOMES	13405 INGLEWOOD STE 5	HAWTHOR	90250	224.10	22.41	44.37	290.88
31387815004	484072036	684277	LEWIS, SHAYLA (RENT)	14163	SAN CRISTOBAL BAY DR	92553-2908	MONDRAGON NESTOR	12861 W ST NO 104	GARDEN G	92840	124.28	12.43	24.61	161.30
82284975007	484072035	684277	DENNIS, DEMETRIUS (OWNR)	14175	SAN CRISTOBAL BAY DR	92553-2908	DENNIS DEMETRIUS	14175 SAN CRISTOBAL BAY DR	MORENO V	92553	152.52	15.252	30.20	197.96
69423125007	484072047	684277	CEDILLO, ANAYELLI (OWNR)	14184	SAN CRISTOBAL BAY DR	92553-2907	CEDILLO ANAYELLI	14184 SAN CRISTOBAL BAY DR	MORENO V	92553	191.77	19.18	37.97	248.90
96723815002	484072031	684277	URQUIZU, CESAR AND MARIA	14209	SAN CRISTOBAL BAY DR	92553-2937	URQUIZU CESAR AUGUSTO	14209 SAN CRISTOBAL BAY DR	MORENO V	92553	55.29	5.53	10.95	71.76
91938065008	484072050	684277	LUEVANOS, GENOVEVA (RENT)	14210	SAN CRISTOBAL BAY DR	92553-2936	LUEVANOS LUIS	14210 SAN CRISTOBAL BAY DR	MORENO V	92553	116.55	11.66	23.08	151.28
97513015004	484072030	684277	WRIGHT, FRANCES	14221	SAN CRISTOBAL BAY DR	92553-2937	WRIGHT FRANCIS	14221 SAN CRISTOBAL BAY DR	MORENO V	92553	60.67	6.07	12.01	78.74
93782535000	474403002	684277	NICHOLLS, MARCI J	11345	SAN FERNANDO ST	92557-5718	NICHOLLS WILLIAM V	11345 SAN FERNANDO ST	MORENO V	92557	332.40	33.24	65.82	431.44
82637675009	474401002	684277	PIERS, STEPHEN	11465	SAN FERNANDO ST	92557-5720	PIERS STEPHEN G	11465 SAN FERNANDO ST	MORENO V	92557	255.18	25.518	50.53	331.22
75114395007	304300010	684277	MILLER, SUDIE	14805	SAN JACINTO DR	92555-6368	MILLER TAYLOR CASSONJA A	14805 SAN JACINTO DR	MORENO V	92555	255.40	25.54	50.57	331.50
65550575006	486051001	684277	ROBLES, ANNA (RENT)	25508	SAN LUPE AVE	92551-7038	ORTIZ JOSEFINA	25508 SAN LUPE AVE	MORENO V	92551	255.40	25.54	50.57	331.50
90415415005	486051003	684277	FLORES, ERICA (OWNR)	25524	SAN LUPE AVE	92551-7038	DIAZ HECTOR	15738 BELLEZA CIR	MORENO V	92555	20.14	2.01	3.99	26.14

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61240685005	486052002	684277	HAWKINS, SALLY	25547	SAN LUPE AVE	92551-7040	NAVA MIGUEL	P O BOX 583	ORANGE C	92856	255.29	25.53	50.55	331.36
31403725008	486052003	684277	MARSHALL, SHARA (OWNR)	25555	SAN LUPE AVE	92551-7040	MARSHALL SHARA M	25555 SAN LUPE AVE	MORENO V	92551	249.31	24.93	49.36	323.60
65887865001	486051007	684277	JIMENEZ, OSCAR	25556	SAN LUPE AVE	92551-7038	PENA ROGELIO	25556 SAN LUPE AVE	MORENO V	92551	332.64	33.26	65.86	431.76
65009735000	486051009	684277	WILLIAMS, KAMILA (OWNR)	25572	SAN LUPE AVE	92551-1447	WILLIAMS KAMILA D	25572 SAN LUPE AVE	MORENO V	92551	255.40	25.54	50.57	331.50
96380345000	486042001	684277	MORALES, ROBERT	25581	SAN LUPE AVE	92551-7040	MORALES ROBERT	25581 SAN LUPE AVE	MORENO V	92551	255.29	25.53	50.55	331.36
93886413004	486042003	684277	JOHNSON, TERRY (RENT)	25595	SAN LUPE AVE	92551-7040	PHAM SON	5379 E QUAIL RIDGE TERR	ANAHEIM	92807	139.13	13.91	27.55	180.58
91037823000	486041006	684277	MARTINEZ, HORTENCIA	25620	SAN LUPE AVE	92551-7036	MARTINEZ JAVIER	29155 CAMPBELL AVE	MORENO V	92555	255.29	25.53	50.55	331.36
31175185005	486041010	684277	JARAMILLO, JOSE	25652	SAN LUPE AVE	92551-7036	JARAMILLO JOSE	25652 SAN LUPE AVE	MORENO V	92551	255.40	25.54	50.57	331.50
70736085007	486042006	684277	SULCER, BEVERLY	25653	SAN LUPE AVE	92551-7042	SULCER ALFRED	25653 SAN LUPE AVE	MORENO V	92551	255.29	25.53	50.55	331.36
92814023009	486042007	684277	HINOJOSA, MIGUEL	25667	SAN LUPE AVE	92551-7042	NATIONSTAR MORTGAGE	6343 MYKONOS LN	RIVERSIDE	92506	228.96	22.896	45.33	297.18
70905395003	486042008	684277	THOMPSON, LAFON	25675	SAN LUPE AVE	92551-7042	THOMPSON LAFON	25675 SAN LUPE AVE	MORENO V	92551	255.29	25.53	50.55	331.36
59201345003	486041013	684277	WAFER, FLOYD	25676	SAN LUPE AVE	92551-1444	STRICKLAND CARLETTE	25676 SAN LUPE AVE	MORENO V	92551	255.29	25.53	50.55	331.36
96227145005	486042009	684277	PEDACE, CARLOS	25683	SAN LUPE AVE	92551-7042	ACOSTA JESUS ANGEL	25683 SAN LUPE AVE	MORENO V	92551	255.40	25.54	50.57	331.50
61294805007	486041019	684277	REMSON, LISA	25724	SAN LUPE AVE	92551-7043	REMSON LISA	25724 SAN LUPE AVE	MORENO V	92551	255.29	25.53	50.55	331.36
97116635006	316190035	684277	BOWERS, WILLIAM (OWNR)	24870	SAN MICHELE RD	92551-9522	CITY OF MORENO VALLEY	P O BOX 88005	MORENO V	92562	128.03	12.80	25.35	166.18
50428765002	474672008	684277	WATTS, CHRISTIANNE (OWNR)	25550	SAN THOMAS ST	92557-5800	WATTS TERRY	25550 SAN THOMAS ST	MORENO V	92557	255.40	25.54	50.57	331.50
69805495007	474674003	684277	WAGNER, MICHAEL	25577	SAN THOMAS ST	92557-5829	WAGNER MICHAEL	25577 SAN THOMAS ST	MORENO V	92557	155.29	15.53	30.75	201.56
31572255008	474672006	684277	ROSS, BEVERLY	25578	SAN THOMAS ST	92557-5800	ROSS FRED	25578 SAN THOMAS ST	MORENO V	92557	191.22	19.12	37.86	248.20
90981993004	479601022	684277	STARN, CRISTY	25500	SAND CREEK TRL	92557-7634	STARNES SJODEN KRISTY	25500 SAND CREEK TR	MORENO V	92557	255.29	25.53	50.55	331.36
92771215001	479601012	684277	CHANEY, MONTAQUE	25511	SAND CREEK TRL	92557-7634	RAMIREZ JOSE H RODRIGUEZ	25511 SAND CREEK TR	MORENO V	92557	255.18	25.518	50.53	331.22
95173205009	479601018	684277	HUDSON, LURLINE	25540	SAND CREEK TRL	92557-7634	HUDSON LURLINE	25540 SAND CREEK TR	MORENO V	92557	177.95	17.80	35.23	230.96
94974253000	486541019	684277	PUCKETT, ALLEN (OWNR)	27723	SAND DOLLAR WAY	92555-5766	PUCKETT ALLEN L	27723 SAND DOLLAR WAY	MORENO V	92555	255.40	25.54	50.57	331.50
99030923006	486542002	684277	JABER, KATIA	27730	SAND DOLLAR WAY	92555-5766	BILLINGSLEY SHONTE	27730 SAND DOLLAR WAY	MORENO V	92555	477.15	47.72	94.48	619.34
31469905001	487310032	684277	MENDOZA, MARIA (OWNR)	26443	SAND PALM CT	92555-2368	MENDOZA MARTIN	26443 SAND PALM CT	MORENO V	92555	100.52	10.05	19.90	130.46
94920035000	487310030	684277	MADRIGAL, ALEXANDRO	26467	SAND PALM CT	92555-2368	MADRIGAL ALEJANDRO	26467 SAND PALM CT	MORENO V	92555	280.29	28.03	55.50	363.80
57980495002	487310026	684277	HOLNESS, GERARD	26480	SAND PALM CT	92555-2368	HOLNESS RAY	26480 SAND PALM CT	MORENO V	92555	255.29	25.53	50.55	331.36
32413675007	475112003	684277	RAMOS, BELISARIO	24043	SANDBOW ST	92557-5526	RAMOS BELISARIO C	24043 SANDBOW ST	MORENO V	92557	191.96	19.20	38.01	249.16
31376575007	474272005	684277	REY, WELLY	26900	SANDI LN	92555-1915	RODRIGUEZ JUAN	26900 SANDI LN	MORENO V	92555	403.56	40.36	79.90	523.82
58816525001	474272004	684277	AYERS, NANCY (RENT)	26935	SANDI LN	92555-1915	GAGNON RUSSELL J	26935 SANDI LN	MORENO V	92555	130.04	13.00	25.75	168.78
82592465000	474272009	684277	GAPCZYNSKI, WILLIAM	26960	SANDI LN	92555-1915	GAPCZYNSKI WILLIAM A	26960 SANDI LN	MORENO V	92553	255.40	25.54	50.57	331.50
81942205003	264423015	684277	VIDAL, NANCY	11557	SANDPIPER CT	92557-7913	VIDAL NANCY D	11557 SANDPIPER CT	MORENO V	92557	128.03	12.80	25.35	166.18
76390855005	264423022	684277	TENORIO, VELIA (OWNR)	11558	SANDPIPER CT	92557-7913	TENORIO GUSTAVO A	11558 SANDPIPER CT	MORENO V	92557	255.18	25.518	50.53	331.22
31579455001	264423023	684277	KING, LARRY G	11570	SANDPIPER CT	92557-7914	KING ROSALIND M	11570 SANDPIPER CT	MORENO V	92557	255.29	25.53	50.55	331.36
66385645002	264423013	684277	ANGUIANO, MARIA (RENT)	11581	SANDPIPER CT	92557-7915	KOH KOKMENG	5832 PAL MAL AVE	TEMPLE CI	91780	55.94	5.594	11.08	72.6
97081575004	264423012	684277	MITCHEL, JOE (RENT)	11593	SANDPIPER CT	92557-7915	CHUNG VINCENT WAH HUNG	11593 SANDPIPER CT	MORENO V	92557	243.74	24.374	48.26	316.36
31480955007	264423025	684277	TORRES, MAURICE	11594	SANDPIPER CT	92557-7914	TORRES MAURICE	11594 SANDPIPER CT	MORENO V	92557	332.64	33.26	65.86	431.76
66403555001	264422007	684277	FOLLER , GINA (OWNR)	11625	SANDPIPER CT	92557-7917	LOUDEN	5440 TRABUCO RD STE H200	IRVINE CA	92620	91.35	9.135	18.09	118.56
88752773009	264421006	684277	DE LA ROSA, JOANNA (OWNR)	11686	SANDPIPER CT	92557-7918	SANCHEZ JOANNA S	11686 SANDPIPER CT	MORENO V	92557	255.29	25.53	50.55	331.36
92727815007	264421009	684277	ESQUIVEL, HERMAN (OWNR)	11722	SANDPIPER CT	92557-7918	RODRIGUEZ GERMAN E	11722 SANDPIPER CT	MORENO V	92557	255.40	25.54	50.57	331.50
31254125001	487131001	684277	ARNOLD, STEVE	12190	SANDRIA AVE	92555-1880	ARNOLD STEVE	12190 SANDRIA AVE	MORENO V	92555	71.77	7.18	14.21	93.14
90814533004	487131007	684277	ENRIQUEZ, VICTORIA	12250	SANDRIA AVE	92555-1879	ENRIQUEZ VICTORIA	12250 SANDRIA AVE	MORENO V	92555	183.73	18.37	36.38	238.48
97121865007	487111022	684277	ZAMORA, ANTOINETTE (RENT)	12375	SANDRIA AVE	92555-1874	PALOMAREZ ROBERT	12375 SANDRIA AVE	MORENO V	92555	332.40	33.24	65.82	431.44
61068435003	475111035	684277	TREANOR, BRITTANY (OWNR)	11453	SANDSTONE PL	92557-5527	TREANOR ANDREW M	11453 SANDSTONE PL	MORENO V	92557	255.40	25.54	50.57	331.50
31298305000	475100021	684277	RIVAS, ANGELINA	24010	SANDY GLADE AVE	92557-5528	RIVAS MODESTO	24010 SANDY GLADE AVE	MORENO V	92557	409.51	40.95	81.08	531.54
55728445008	475111001	684277	TUCKER, DARRELL	24011	SANDY GLADE AVE	92557-5529	TUCKER DARRELL	24011 SANDY GLADE AVE	MORENO V	92557	255.29	25.53	50.55	331.36
94141675008	475111003	684277	BLACKBURN, SUSAN (RENT)	24039	SANDY GLADE AVE	92557-5529	VERNON DAVID F	24039 SANDY GLADE AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31570085008	475100024	684277	ALVAREZ, ERNIE (OWNR)	24050	SANDY GLADE AVE	92557-5528	ALVAREZ ERNIE ANGEL	24050 SANDY GLADE AVE	MORENO V	92557	255.40	25.54	50.57	331.50
31414635004	475100025	684277	NEWTON, VICKIE	24066	SANDY GLADE AVE	92557-5528	NEWTON VICKIE ANN	24066 SANDY GLADE AVE	MORENO V	92557	91.66	9.17	18.15	118.96
94259525000	475111005	684277	VORGEACK, PATRICK	24067	SANDY GLADE AVE	92557-5529	VORGEACK PATRICK	24682 DEL PRADO STE 200	DANA POIN	0	255.40	25.54	50.57	331.50
31331205000	475111006	684277	MORTON, OBELL	24081	SANDY GLADE AVE	92557-5529	LOVER THOMASZINA	24081 SANDY GLADE AVE	MORENO V	92557	390.39	39.04	77.30	506.72
66122965001	475111007	684277	WILLIFORD, RHON (RENT)	24093	SANDY GLADE AVE	92557-5529	WILLIFORD RAFAEL	24093 SANDY GLADE RD	MORENO V	92557	295.08	29.51	58.43	383.00
94319655004	475111010	684277	YOAKUM, JOHN	24121	SANDY GLADE AVE	92557-5544	YOAKUM JONI DESMOND	24121 SANDY GLADE AVE	MORENO V	92557	128.03	12.80	25.35	166.18
90586983003	478991003	684277	GUTIERREZ, ERICKA	13373	SANTA ANITA AVE	92555-8416	GUTIERREZ JAPHET	13373 SANTA ANITA AVE	MORENO V	92555	255.29	25.53	50.55	331.36
93770255003	474403006	684277	FIELDS, CLAUDE W	25446	SANTA BARBARA ST	92557-5701	FIELDS CLAUDE W	25446 SANTA BARBARA ST	MORENO V	92557	255.29	25.53	50.55	331.36
96524535003	308271011	684277	MCCARNS, STEPHANIE (RENT)	26395	SANTA ROSA DR	92555-4215	ACOSTA ROEL	26405 SANTA ROSA DR	MORENO V	92555	236.69	23.67	46.86	307.22
91078675005	308272011	684277	FREELAND, RAMONA (RENT)	26475	SANTA ROSA DR	92555-4216	AKCHERALIAN MARIA DOLORES	26475 SANTA ROSA DR	MORENO V	92555	169.30	16.93	33.52	219.74
31292675005	308273006	684277	MILES III, BILLIE C	26500	SANTA ROSA DR	92555-4214	MILES BILLIE CARTER	26500 SANTA ROSA DR	MORENO V	92552	255.40	25.54	50.57	331.50
50498535004	308272014	684277	ZACHERY, CHERI (RENT)	26505	SANTA ROSA DR	92555-4217	YC PROP INV	2226 E 52ND ST	VERNON C	90058	255.29	25.53	50.55	331.36
92030675005	308273004	684277	GONZALEZ, CINDY (RENT)	26520	SANTA ROSA DR	92555-4214	GUZMAN ARMANDO	26520 SANTA ROSA DR	MORENO V	92552	235.41	23.54	46.61	305.56
98319145018	308272017	684277	ANDREAS, STEVE	26535	SANTA ROSA DR	92552-	ANDREAS STEVE	26535 SANTA ROSA DR	MORENO V	92555	332.40	33.24	65.82	431.44
73095415006	308272019	684277	VILLAVICENCIO, JUAN	26555	SANTA ROSA DR	92555-4217	MUNEERUDDIN KHAJA	462 BOYNTON AVE NO B14	SAN JOSE	95117	332.40	33.24	65.82	431.44
94349625008	308261026	684277	BOND, CAROLINE	26600	SANTA ROSA DR	92555-4203	BOND CAROLYN JEAN	26600 SANTA ROSA DR	MORENO V	92555	255.29	25.53	50.55	331.36
97105395009	308262003	684277	LASKEY, MARCUS	26637	SANTA ROSA DR	92555-4202	CUI YAN	15436 FELDSPAR DR	CHINO HIL	91209	126.92	12.69	25.13	164.74
96384725002	308262004	684277	AVILA, MARK	26655	SANTA ROSA DR	92555-4202	AVILA MARK S	26655 SANTA ROSA DR	MORENO V	92555	53.06	5.31	10.51	68.86
94266745009	308261016	684277	BURTON, JOHN AND EVANGELINE	26742	SANTA ROSA DR	92555-4205	BURTON JOHN I	26742 SANTA ROSA DR	MORENO V	92555	128.03	12.80	25.35	166.18

31287145007	308261012	684277	CAMTADASSO, PETE (OWNR)	26798	SANTA ROSA DR	92555-4205	CAMPABASSO PETER N	26798 SANTA ROSA DR	MORENO V	92555	255.40	25.54	50.57	331.50
97609875009	291641011	684277	VALENZUELA, CONSUELO (RENT)	13317	SASSAFRAS ST	92553-6976	PROLINE PRODUCTS INC	516 N DIAMOND BAR NO 188	DIAMOND	91765	255.40	25.54	50.57	331.50
31169825004	291642009	684277	RAMOS, LORENA (OWNR)	13330	SASSAFRAS ST	92553-6975	RAMOS MAX C	13330 SASSAFRAS ST	MORENO V	92553	191.77	19.18	37.97	248.90
59069875002	482451039	684277	RODRIGUEZ, SERGIO (OWNR)	14275	SAYAN PL	92553-3959	RODRIGUEZ SERGIO	14275 SAYAN PL	MORENO V	92553	255.29	25.53	50.55	331.36
89537145002	482451038	684277	CANALES, CIOMARA (RENT)	14276	SAYAN PL	92553-3961	HOANG KEVIN	1945 REDDING AVE	ROSEMEAD	91770	155.40	15.54	30.77	201.7
31537875001	482451035	684277	VAZQUEZ, JUAN (RENT)	14318	SAYAN PL	92553-3961	ECHEVARRIA JUAN PABLO V	14318 SAYAN PL	MORENO V	92553	86.95	8.70	17.22	112.86
49831615003	482451043	684277	CANO, MARIA	14331	SAYAN PL	92553-3959	SHIH WEI MING	17F 1 NO 148 DUNHA S RD	SEC 2 TEIPI	0	191.77	19.18	37.97	248.90
97181833008	264405002	684277	NEWELL, RUBEN	22378	SCARLET SAGE WAY	92557-5917	NEWELL ADRIENNE	22378 SCARLET SAGE WAY	MORENO V	92557	255.40	25.54	50.57	331.50
97354585003	264405004	684277	AGUINALDO, JACKIE	22402	SCARLET SAGE WAY	92557-5917	AMANTE FELIX NINO	22402 SCARLET SAGE WAY	MORENO V	92557	55.29	5.529	10.95	71.76
75119075003	264405005	684277	JIMENEZ, MIRNA (RENT)	22414	SCARLET SAGE WAY	92557-5917	TEJEDA ELENA	22414 SCARLET SAGE WAY	MORENO V	92557	255.40	25.54	50.57	331.50
97129895004	264403013	684277	FAUSTO, FRANCISCO	22419	SCARLET SAGE WAY	92557-5918	FAUSTO FRANCISCO C	22419 SCARLET SAGE WAY	MORENO V	92557	332.40	33.24	65.82	431.44
88636205004	264405006	684277	CORONA , MARIA	22426	SCARLET SAGE WAY	92557-5917	AZURIN RAMON M & NORMA G FAMILY	22426 SCARLET SAGE WAY	MORENO V	92557	285.79	28.58	56.59	370.94
95773045000	264412018	684277	MEDINA, GERARDO	22521	SCARLET SAGE WAY	92557-5921	MEDINA GERARDO	22521 SCARLET SAGE WAY	MORENO V	92557	191.77	19.18	37.97	248.90
92938085003	264412017	684277	YOUNG, CAROL AND THEODORE	22533	SCARLET SAGE WAY	92557-5921	YOUNG THEODORE	22533 SCARLET SAGE WAY	MORENO V	92557	255.29	25.53	50.55	331.36
87451695006	264413007	684277	WIENS, DANNY (RENT)	22546	SCARLET SAGE WAY	92557-5922	WIENS BENJAMIN M	P O BOX 650043	DALLAS TX	75265	83.46	8.346	16.53	108.32
57886265009	296263022	684277	ARMENTA, SERGIO (OWNR)	13651	SCHAYLEEN CT	92553-3418	ARMENTA SERGIO	13651 SCHAYLEEN CT	MORENO V	92553	332.40	33.24	65.82	431.44
31378725002	296263030	684277	BROWN, PEGGY L	13747	SCHAYLEEN CT	92553-1706	BROWN ANDREW	13747 SCHAYLEEN CT	MORENO V	92553	255.29	25.53	50.55	331.36
31291325001	296263011	684277	WOLLENWEBER, SHERI	13748	SCHAYLEEN CT	92553-3419	WOLLENWEBER SHERI E	13748 SCHAYLEEN CT	MORENO V	92553	255.29	25.53	50.55	331.36
90872163009	291311022	684277	ANDRADE, SERGIO	22892	SCHRIBNER DR	92553-6434	SOSA FRANCISCO	22892 SCHRIBNER DR	MORENO V	92553	255.29	25.53	50.55	331.36
94288805000	291342008	684277	VASQUEZ, TRINIDAD	22756	SCOTIA LN	92557-6905	VAZQUEZ QUINTERO OSWALDO	22756 SCOTIA LN	MORENO V	92557	255.29	25.53	50.55	331.36
94688795003	291342013	684277	MARTINEZ, JIMMY (OWNR)	22814	SCOTIA LN	92557-6990	MARTINEZ JIMMY A	22814 SCOTIA LN	MORENO V	92557	332.40	33.24	65.82	431.44
91443833008	291331016	684277	ZAKHAROV, MICHAEL	22862	SCOTIA LN	92557-6990	VINTAGE WORLD PROP	10161 BOLSA AVE NO 204C	WESTMINS	92683	155.29	15.529	30.75	201.56
73887615004	291331011	684277	HAILE, WILLIAM (RENT)	22940	SCOTIA LN	92557-6908	CHOCK GAILLANE E H	2326 BLUE HAVEN DR	ROWLAND	91748	255.40	25.54	50.57	331.50
90391463007	487030006	684277	CASTILLO, MARGIE (RENT)	26018	SCOTT VICTOR CIR	92555-1834	FEDERAL NATL MORTGAGE ASSN	3232 NEWMARK DR	MIAMISBU	45342	545.48	54.55	108.01	708.02
31162765001	487030002	684277	BANUELOS, MARIBEL (OWNR)	26050	SCOTT VICTOR CIR	92555-1834	BANUELOS ARTURO	26050 SCOTT VICTOR CIR	MORENO V	92555	255.40	25.54	50.57	331.50
92647225001	291313006	684277	WILLIAMSON, ROBERT (OWNR)	22853	SCRIBNER DR	92553-6435	WILLIAMSON ROBERT M	22853 SCRIBNER DR	MORENO V	92553	95.60	9.56	18.93	124.08
74030655001	291311025	684277	INIGUEZ, EFREN M	22940	SCRIBNER DR	92553-7825	INIGUEZ EFREN M	22940 SCRIBNER DR	MORENO V	92553	255.29	25.53	50.55	331.36
31269215000	478271009	684277	LESAN, JAQUELYN	28082	SEA BISCUIT ST	92555-6000	LESAN JACQUELYN I	28082 SEA BISCUIT ST	MORENO V	92555	332.64	33.26	65.86	431.76
59678775001	478261013	684277	LINTON, LAURENCE	28225	SEA BISCUIT ST	92555-6002	LINTON LAWRENCE R	28225 SEA BISCUIT ST	MORENO V	92555	332.40	33.24	65.82	431.44
31315475006	264302034	684277	VELOS AVILES SR, LUIS	23015	SEABROOK LN	92557-6165	AVILES LUIS VELOS	23015 SEABROOK LN	MORENO V	92557	68.78	6.88	13.62	89.26
31357545004	264302032	684277	MARTIN, JESUS	23043	SEABROOK LN	92557-6165	OSORIO JUAN M	23043 SEABROOK LN	MORENO V	92557	140.58	14.06	27.83	182.46
96231735003	264153050	684277	SERRANO, ADOLFO (OWNR)	23311	SEAFARER WAY	92557-6117	SERRANO ADOLFO	23311 SEAFARER WAY	MORENO V	92557	127.92	12.792	25.33	166.04
97952415000	264153054	684277	MC GEE, JAMEE (RENT)	23343	SEAFARER WAY	92557-6117	REIS SEAN	29 MOUNTAIN LAUREL	TRABUCO	92679	255.40	25.54	50.57	331.50
31536595002	264153055	684277	DE LA CRUZ, AGUSTIN	23351	SEAFARER WAY	92557-6117	DELACRUZ AGUSTIN	23351 SEAFARER WAY	MORENO V	92557	63.96	6.40	12.66	83.02
56839265009	264153066	684277	VARGAS, TATIANA (RENT)	23449	SEAFARER WAY	92557-6118	VARGAS LORENA DEL CARMEN	23449 SEAFARER WAY	MORENO V	92557	225.40	22.54	44.63	292.56
97109545000	264153070	684277	HOLMES, DOROTHY (RENT)	23479	SEAFARER WAY	92557-6118	ESTRADA EVELYN	23479 SEAFARER WAY	MORENO V	92557	243.48	24.35	48.21	316.02
31216065002	475170042	684277	SHELTON, YVONNE	11525	SEAPORT CIR	92557-5515	SHELTON KELVIN	11525 SEAPORT CIR	MORENO V	92557	255.40	25.54	50.57	331.50
49723365004	475170043	684277	GONZALEZ, RUTH	11539	SEAPORT CIR	92557-5515	GONZALEZ VICTOR	11539 SEAPORT CIR	MORENO V	92557	255.40	25.54	50.57	331.50
92752235007	475170035	684277	ARAGON, ALBERT AND PATRICIA	11568	SEAPORT CIR	92557-5514	ARAGON PATRICIA	11568 SEAPORT CIR	MORENO V	92557	255.29	25.53	50.55	331.36
31580005004	482643009	684277	TORRES, AURORA	13512	SEARSON DR	92553-3822	TORRES BEDER	13512 SEARSON DR	MORENO V	92553	255.29	25.53	50.55	331.36
31181345000	482643008	684277	GUZMAN, ROBIN	13524	SEARSON DR	92553-3822	GUZMAN EDWARD Y	13524 SEARSON DR	MORENO V	92553	163.96	16.40	32.46	212.82
31645335006	482654010	684277	CARLE, ROBERT	13632	SEARSON DR	92553-3823	CARLE ROBERT D	13632 SEARSON DR	MORENO V	92553	255.29	25.53	50.55	331.36
58099505008	482654005	684277	GILLETTE, JAMES (OWNR)	13692	SEARSON DR	92553-3823	GILLETTE JAMES A	13692 SEARSON DR	MORENO V	92553	177.72	17.77	35.19	230.68
75003725003	312144022	684277	ZOCARIAS, JUDY	16510	SEATTLE SLEW DR	92551-2569	ZACARIAS OSBALDO	16510 SEATTLE SLEW DR	MORENO V	92551	332.64	33.26	65.86	431.76
89664833003	312144020	684277	RAMIREZ, MARTHA	16522	SEATTLE SLEW DR	92551-2569	RAMIREZ ANTONIO	16522 SEATTLE SLEW DR	MORENO V	92551	255.18	25.518	50.53	331.22
31453295003	312144019	684277	SOPELO, LETICIA	16528	SEATTLE SLEW DR	92551-2569	SOTELO JULIO MARQUEZ	16528 SEATTLE SLEW DR	MORENO V	92551	255.29	25.53	50.55	331.36
86340225001	312144013	684277	RICO, ADRIAN (RENT)	16572	SEATTLE SLEW DR	92551-2569	RICO SALOMON	16572 SEATTLE SLEW DR	MORENO V	92551	255.40	25.54	50.57	331.50
31334545003	312144012	684277	PEREZ, JOSE A AND JAQUELINE	16580	SEATTLE SLEW DR	92551-2569	PEREZ JOSE A	16580 SEATTLE SLEW DR	MORENO V	92551	255.40	25.54	50.57	331.50
92925655001	312151033	684277	SPENCE, GARY	16661	SECRETARIAT DR	92551-2541	SPENCE GARY R	16661 SECRETARIAT DR	MORENO V	92551	332.64	33.26	65.86	431.76
96604005004	312161023	684277	GRIFFIN, VERONICA	16704	SECRETARIAT DR	92551-2574	GRIFFIN VERONICA C	16704 SECRETARIAT DR	MORENO V	92551	255.29	25.53	50.55	331.36
31330305001	312161022	684277	JETER, TREESJE	16712	SECRETARIAT DR	92551-2542	RANDLE HOOVER R	16712 SECRETARIAT DR	MORENO V	92551	25.54	2.55	5.06	33.14
53445385003	312163016	684277	TEMORES, ROGELIO (RENT)	16721	SECRETARIAT DR	92551-2543	MENDOZA MARTIN M	13589 MEADOWLANDS CT	MORENO V	92555	255.40	25.54	50.57	331.50
90868393009	312163015	684277	WILLIAMS, JAMES E	16729	SECRETARIAT DR	92551-2543	WILLIAMS JAMES E	16729 SECRETARIAT DR	MORENO V	92551	255.29	25.53	50.55	331.36
31369225006	312163013	684277	MEZA, LYNETTA (RENT)	16745	SECRETARIAT DR	92551-2543	CASTILLO BONIFACIO A	3087 W CHERYLLYN LN	ANAHEIM	92804	199.51	19.95	39.50	258.96
96482855006	312161014	684277	NGUYEN, KIM (OWN)	16776	SECRETARIAT DR	92551-2545	NGUYEN MICHAEL TU	24015 S RITA WAY	SANTA AN	92704	255.18	25.518	50.53	331.22
53164705003	312164002	684277	SADLER, EUGENE	16789	SECRETARIAT DR	92551-2544	SADLER EUGENE J	16789 SECRETARIAT DR	MORENO V	92551	332.40	33.24	65.82	431.44
97035865009	482471008	684277	SIMENTAL, CHRISTIAN (RENT)	24511	SENECA CIR	92553-5824	RIVERA JOSE M	24511 SENECA CIR	MORENO V	92553	255.29	25.53	50.55	331.36
90281643003	482471003	684277	CANES, MARIO (OWNR)	24558	SENECA CIR	92553-5824	CANEZ MARIO	24558 SENECA CIR	MORENO V	92553	255.40	25.54	50.57	331.50
1.00001E+11	487520015	684277	PATTERSON, LAVERNE (RENT)	26357	SEQUOIA ST	92555-2562	OPTIMAL PROP	846 WINDING BROOK LN	WALNUT	91789	159.35	15.94	31.55	206.82
31395095008	487520008	684277	THORTON , ALVIN (RENT)	26455	SEQUOIA ST	92555-2563	LI PETER	650 PLUMA WAY	MONTERE	91754	124.88	12.49	24.73	162.08
93025395003	488110080	684277	CAMPBELL, SANDRA	12852	SERPENTINE WAY	92555-4516	CAMPBELL SANDRA	12852 SERPENTINE WAY	MORENO V	92555	255.29	25.53	50.55	331.36
31370005000	488110075	684277	ANDRADA, ARNEL	12867	SERPENTINE WAY	92555-4517	ANDRADA ARNEL C	12867 SERPENTINE WAY	MORENO V	92555	64.40	6.44	12.75	83.58
96733875008	487482011	684277	VALLES, ELSA	13592	SESAME RD	92555-3835	GARCIA ARTURO PEREZ	13592 SESAME RD	MORENO V	92555	332.40	33.24	65.82	431.44
96313555006	487481020	684277	PEREZ, WENCESLAO (OWNR)	13597	SESAME RD	92555-3835	PEREZ WENCESLAO	13597 SESAME RD	MORENO V	92555	255.40	25.54	50.57	331.50
95277645006	487481022	684277	VALENZUELA, JOSE	13621	SESAME RD	92555-3836	POWELL CHARLES	13621 SESAME RD	MORENO V	92555	255.29	25.53	50.55	331.36

67143075003	487483002	684277	LOPEZ, ALMA (OWN)	13628	SESAME RD	92555-3836	LOPEZ ALMA	13628 SESAME RD	MORENO V	92555	64.29	6.429	12.73	83.44
91131443001	487514001	684277	WILSON, ROB AND ANGELICA	13652	SESAME RD	92555-3836	WILSON ROBBIE	13652 SESAME RD	MORENO V	92555	332.40	33.24	65.82	431.44
97049675000	487514003	684277	WALLACE, LAURA AND SYLVESTER	13676	SESAME RD	92555-3836	SAMODAL AIDA D	13676 SESAME RD	MORENO V	92555	202.00	20.2	40.00	262.18
93898875002	487514004	684277	SWISS, NORA	13688	SESAME RD	92555-3836	NINH TUAN	13688 SESAME RD	MORENO V	92555	255.18	25.518	50.53	331.22
91578845009	304441048	684277	NUNEZ JR, RODOLFO (RENT)	14850	SEVILLA CT	92555-7066	NUNEZ RODOLFO	14850 SEVILLA CT	MORENO V	92555	255.40	25.54	50.57	331.50
31073855001	259381011	684277	GARCIA, VERONICA	9530	SHADOW SPRINGS DR	92557-1822	GARCIA RAYMOND LOUIS	9530 SHADOW SPRINGS DR	MORENO V	92557	255.40	25.54	50.57	331.50
74844825000	259381014	684277	RAMIREZ, GRACIELA	9572	SHADOW SPRINGS DR	92557-1822	RAMIREZ GRACIELA	9572 SHADOW SPRINGS DR	MORENO V	92557	255.40	25.54	50.57	331.50
94106335003	479362007	684277	EVANS, SHAMEKA (RENT)	12531	SHADOWBROOK ST	92553-4754	TOM GERALD S	1542 MARENDALE LN	ARCADIA (	91006	255.29	25.53	50.55	331.36
94593305008	479362014	684277	JOHNSON, LEWIS	12590	SHADOWBROOK ST	92553-4754	JOHNSON LOUIE	12590 SHADOWBROOK ST	MORENO V	92553	332.40	33.24	65.82	431.44
94788205005	479362015	684277	WRIGHT, MAKEDA (RENT)	12606	SHADOWBROOK ST	92553-4770	EDWARDS AUSTIN	17485 CAMINO SONRISA	MORENO V	92551	115.81	11.58	22.93	150.32
98248235010	479362001	684277	MCMILLAN, MICHAEL	12617	SHADOWBROOK ST	92553-4716	MCMILLAN MICHEAL R	12617 SHADOWBROOK ST	MORENO V	92553	255.29	25.53	50.55	331.36
91193785009	479362021	684277	MIRAMONTES, MIGUEL (OWNR)	12660	SHADOWBROOK ST	92553-4770	MIRAMONTES MIGUEL	12660 SHADOWBROOK ST	MORENO V	92553	169.78	16.98	33.62	220.36
31527695000	479361015	684277	BROWN, BEVERLY	12671	SHADOWBROOK ST	92553-4716	BROWN CAROLYN D	12671 SHADOWBROOK ST	MORENO V	92553	64.40	6.44	12.75	83.58
31242145002	487140010	684277	FERRELL, DONALD	12058	SHADOWMARK LN	92555-2032	CABALLERO VANESSA	12058 SHADOWMARK LN	MORENO V	92555	255.29	25.53	50.55	331.36
91405303006	260283018	684277	HEALTON, STEVE AND ALEXIS	22791	SHADOWRIDGE LN	92557-2633	HEALTON ALEXIS	22791 SHADOWRIDGE LN	MORENO V	92557	332.64	33.26	65.86	431.76
75215495001	260154009	684277	LITTLEFIELD, LILLIAN	10943	SHADY GLADE RD	92557-3911	CHEN ZHONG	2331 ALAMO HEIGHTS DR	DIAMOND	91765	179.04	17.90	35.45	232.38
86243373005	260154011	684277	NORRIS, REGINA (RENT)	10963	SHADY GLADE RD	92557-3911	GREER ARTHUR A	10963 SHADY GLADE RD	MORENO V	92557	41.64	4.16	8.24	54.04
58707215007	260154012	684277	MCDEVITT, MICHELLE	10973	SHADY GLADE RD	92557-3911	GOVETT RUSSELL C	10973 SHADY GLADE RD	MORENO V	92557	255.29	25.53	50.55	331.36
88092465005	264164046	684277	SANCHEZ, VIRGINIA	23431	SHADY GLEN CT	92557-6115	LOUDEN	23431 SHADY GLEN CT	MORENO V	92557	255.29	25.53	50.55	331.36
31371025004	264164048	684277	WATSON, LETICIA	23451	SHADY GLEN CT	92557-6115	WATTS LETICIA R	23451 SHADY GLEN CT	MORENO V	92557	255.29	25.53	50.55	331.36
90843873001	264164030	684277	GRONNING, CANDICE	23496	SHADY GLEN CT	92557-6114	GRONNING JAMES B	23496 SHADY GLEN CT	MORENO V	92557	255.29	25.53	50.55	331.36
31582525001	474612018	684277	NEMBACK, DARCY	24185	SHADY RIDGE CIR	92557-3005	ENGLISH ALLAN M	24185 SHADY RIDGE CIR	MORENO V	92557	255.29	25.53	50.55	331.36
63178375000	304481018	684277	HOLLAND, REGINA	14610	SHADY VALLEY WAY	92555-5735	WANG ZHENG	14610 SHADY VALLEY WAY	MORENO V	92555	49.62	4.96	9.82	64.40
92988963003	304500006	684277	ESPINOZA, IRMA	14697	SHADY VALLEY WAY	92555-5736	ESPINOZA IRMA	14697 SHADY VALLEY WAY	MORENO V	92555	23.03	2.30	4.56	29.88
31608115000	304502005	684277	NERO, ERIKA	14722	SHADY VALLEY WAY	92555-5734	BAXTER ANTONIO L	27868 HASTINGS DR	MORENO V	92555	255.29	25.53	50.55	331.36
65353625005	292043009	684277	KNOX, KRISTA	12540	SHADYBEND DR	92553-5993	ONEIL RICHARD	12540 SHADYBEND DR	MORENO V	92553	191.77	19.18	37.97	248.90
31064765009	292043015	684277	BROWN, FAITH (RENT)	12606	SHADYBEND DR	92553-5905	YE JIAN	5750 LIMESTONE DR	TROY MI	48085	230.29	23.03	45.60	298.90
93641355005	292043016	684277	MARQUEZ, JUAN VICTOR	12614	SHADYBEND DR	92553-5905	MARQUEZ JUAN VICTOR	12614 SHADYBEND DR	MORENO V	92553	258.71	25.87	51.22	335.80
95824075004	292051010	684277	HORNYAK, ALICIA	12627	SHADYBEND DR	92553-5908	KRAUSE DAVID A	27570 LAFAYETTE WAY	MORENO V	92555	255.29	25.53	50.55	331.36
91365715008	292051009	684277	MALDONADO, FIDEL	12643	SHADYBEND DR	92553-5908	MALDONADO ELSA G	12643 SHADYBEND DR	MORENO V	92553	61.52	6.15	12.18	79.84
89522733004	292052015	684277	ADAMS, HELEN (OWNR)	12650	SHADYBEND DR	92553-5905	ADAMS HELEN	12650 SHADYBEND DR	MORENO V	92553	332.64	33.26	65.86	431.76
86804653005	292051008	684277	CAMPOS, MARIO (OWNR)	12655	SHADYBEND DR	92553-5908	CAMPOS MARIO	12655 SHADYBEND DR	MORENO V	92553	188.09	18.81	37.24	244.14
80690145002	292052014	684277	ANGULO, TONY	12662	SHADYBEND DR	92553-5905	SALGADO MARIA	12662 SHADYBEND DR	MORENO V	92553	255.29	25.53	50.55	331.36
51985205008	292052017	684277	HERNANDEZ, ERNESTO	12686	SHADYBEND DR	92553-5905	HERNANDEZ ERNESTO	12686 SHADYBEND DR	MORENO V	92553	255.29	25.53	50.55	331.36
31599365008	292051004	684277	WELDON, ANGELA (RENT)	12701	SHADYBEND DR	92553-5992	TRAN HA NHI	23331 RIDGE LINE RD	DIAMOND	91755	319.63	31.96	63.29	414.86
31643185002	292051001	684277	NAJERA, FERNANDO (RENT)	12745	SHADYBEND DR	92553-5992	YANG JONATHAN	853 CLEARWATER CT	WALNUT (	91789	236.14	23.61	46.76	306.50
97146605009	292081007	684277	SPENCER, MILDRED	12765	SHADYBEND DR	92553-5992	SPENCER MILDRED B	12765 SHADYBEND DR	MORENO V	92553	563.73	56.37	111.62	731.72
31222915002	292151009	684277	CERVANTES, ALFONSO	12695	SHAFFER CT	92553-5680	CERVANTES ALFONSO	12695 SHAFFER CT	MORENO V	92553	255.29	25.53	50.55	331.36
31304985003	292151010	684277	TAYLOR, JUAN AND GENITA (OWN	12700	SHAFFER CT	92553-5632	TAYLOR JUAN M	12700 SHAFFER CT	MORENO V	92553	247.34	24.73	48.97	321.04
89275363006	292151014	684277	KIM, CHUENG S	12748	SHAFFER CT	92553-5632	KIM CHUNG S	12748 SHAFFER CT	MORENO V	92553	255.40	25.54	50.57	331.50
31494815008	256273004	684277	CAMPBELL, JOHN (OWNR)	21229	SHAKESPEARE CT	92557-8443	CAMPBELL JOHN ROBERT	21229 SHAKESPEARE CT	MORENO V	92557	255.40	25.54	50.57	331.50
31509335004	256272014	684277	NUSBAUM, ENNETTE Y	21244	SHAKESPEARE CT	92557-8442	NUSBAUM RICHARD E	21244 SHAKESPEARE CT	MORENO V	92553	255.18	25.518	50.53	331.22
62762335001	256312030	684277	SPEER, GREG J	21258	SHAKESPEARE CT	92557	SPEER GREGORY	21258 SHAKESPEARE CT	MORENO V	92557	255.29	25.53	50.55	331.36
48611605002	256312027	684277	JOHNSON, LARRY	21282	SHAKESPEARE CT	92557-8444	JOHNSON LARRY	21282 SHAKESPEARE CT	MORENO V	92557	255.29	25.53	50.55	331.36
92281505005	256313003	684277	ESPINOZA, ARMANDO AND CINTIA	21287	SHAKESPEARE CT	92557-8445	CORTEZ BRYAN G	21287 SHAKESPEARE CT	MORENO V	92557	51.79	5.18	10.25	67.22
60853955009	256313004	684277	KARIM-COLCEAG, MARUAN (RENT	21297	SHAKESPEARE CT	92557-8445	STROUT ARNE	21297 SHAKESPEARE CT	MORENO V	92557	255.40	25.54	50.57	331.50
61286375008	256313007	684277	PARKER, LATONYA (OWNR)	21329	SHAKESPEARE CT	92557-8447	FIELDS LATONYA LATRICE	21329 SHAKESPEARE CT	MORENO V	92557	519.85	51.985	102.93	674.76
96606555003	256313008	684277	VARGAS, LIDIA	21341	SHAKESPEARE CT	92557-8447	VARGAS JOSEPH	21341 SHAKESPEARE CT	MORENO V	92557	255.29	25.53	50.55	331.36
92436785001	256312019	684277	WRIGHT, WARDELL(RENT)	21370	SHAKESPEARE CT	92557-8446	COUTURE ROBERT P	10 TICONDEROGA	IRVINE CA	92620	193.44	19.344	38.30	251.08
89932705001	256320015	684277	HAAS, AMY	21435	SHAKESPEARE CT	92557-8448	HAAS JUAN	21435 SHAKESPEARE CT	MORENO V	92557	255.29	25.53	50.55	331.36
91902655000	256320021	684277	RAMOS, KARLA (RENT)	21440	SHAKESPEARE CT	92557-8448	JOHN ADAM INV	10161 BOLSA AVE STE 204C	WESTMINS	92683	191.77	19.18	37.97	248.90
93843685008	474733008	684277	DEAN, JENNIFER (OWNR)	25566	SHALU AVE	92557-6645	MERCER MONICA	25566 SHALU AVE	MORENO V	92557	135.40	13.54	26.81	175.74
31094585004	474653007	684277	PAIZ, DANIEL (RENT)	25624	SHALU AVE	92557-6611	GARCIA ANDRES	24817 ROCK SPRINGS TRL	MORENO V	92557	319.03	31.90	63.17	414.10
31560425008	474652003	684277	GRIFFITH, ARENITA (RENT)	25684	SHALU AVE	92557-6612	MANNING ARCEL	25684 SHALU AVE	MORENO V	92557	332.64	33.26	65.86	431.76
92214845000	486221025	684277	ROBINSON, BRYANT (RENT)	25325	SHAMEL ASH DR	92551-4675	FAR EAST INTERNATIONAL	24941 STONEGATE LN	LAGUNA N	92677	416.08	41.61	82.38	540.06
31447935001	486221026	684277	BLACKBURN, DEBBIE	25337	SHAMEL ASH DR	92551-4675	RICHARDS ROSALYN K	25337 SHAMEL ASH DR	MORENO V	92551	31.04	3.10	6.15	40.28
93866605006	486221028	684277	MOSQUEDA, JORGE	25361	SHAMEL ASH DR	92551-4675	MOSQUEDA JORGE E	25361 SHAMEL ASH DR	MORENO V	92551	255.40	25.54	50.57	331.50
92923135005	486231001	684277	LOPEZ, JUAN	25373	SHAMEL ASH DR	92551-1315	LOPEZ JUAN C	25373 SHAMEL ASH DR	MORENO V	92551	255.29	25.53	50.55	331.36
98234645014	486232005	684277	HOLGUIN, SUSAN	25396	SHAMEL ASH DR	92551-4677	VARELA SUSAN V	943 1/2 S FERRIS AVE	LOS ANGEI	90022	255.40	25.54	50.57	331.50
95834495005	486231005	684277	SMITH, FERDIANN	25421	SHAMEL ASH DR	92551-4676	TORRES BLANCA	25421 SHAMEL ASH DR	MORENO V	92551	255.40	25.54	50.57	331.50
80668695002	479422025	684277	CORTEZ, FRANK AND DONNA	12348	SHASTA PL	92557-7603	CORTEZ FRANK	12348 SHASTA PL	MORENO V	92557	85.29	8.53	16.89	110.70
67221505007	479422035	684277	TURNER, TRESA (RENT)	12417	SHASTA PL	92557-7604	VANCE WARREN L	13117 PERRIS BLV STE 100	MORENO V	92553	103.62	10.362	20.52	134.48
96612365001	291494002	684277	LOFTIN, ANGELA AND JAMES (REN	22355	SHEFFIELD DR	92557-6819	MIRANDA GABRIEL VILLEGAS	22355 SHEFFIELD DR	MORENO V	92557	361.60	36.16	71.60	469.34
98332283001	291494006	684277	PINEDA, MARIA	22395	SHEFFIELD DR	92557-6819	PINEDA RUBEN A	22395 SHEFFIELD DR	MORENO V	92557	32.40	3.24	6.42	42.04
98042755017	291412005	684277	DOWNEY, ELIZABETH	22501	SHEFFIELD DR	92557-6858	DOWNEY DAVID LELAND	22501 SHEFFIELD DR	MORENO V	92557	55.18	5.518	10.93	71.62

31539335001	291413018	684277	STANLEY, DONALD	22510	SHEFFIELD DR	92557-6841	STANLEY DONALD T	22510 SHEFFIELD DR	MORENO V	92557	255.29	25.53	50.55	331.36
31563335001	291413019	684277	URIAS, KAREN AND HECTOR	22522	SHEFFIELD DR	92557-6841	URIAS HECTOR	22522 SHEFFIELD DR	MORENO V	92557	87.40	8.74	17.31	113.44
95051185001	291412012	684277	ROBERTSON, GLORIA	22533	SHEFFIELD DR	92557-6822	FOISY NORMAN H	23735 COLDWATER CT	MORENO V	92557	95.29	9.53	18.87	123.68
31550425009	291413020	684277	TOPETE, JENNIFER	22534	SHEFFIELD DR	92557-6841	SANCHEZ JENNIFER	22534 SHEFFIELD DR	MORENO V	92557	191.66	19.17	37.95	248.76
93966733007	291412014	684277	ROMAWAC, REMELIN (RENT)	22545	SHEFFIELD DR	92557-6822	CHISM GEORGE A	22545 SHEFFIELD DR	MORENO V	92557	255.40	25.54	50.57	331.50
31464435001	291412015	684277	SAIDAHMAD, ISMAIL AND HUDA	22551	SHEFFIELD DR	92557-6822	SAIDAHMAD ISMAIL M	22551 SHEFFIELD DR	MORENO V	92557	22.40	2.24	4.44	29.06
94749725008	291412016	684277	STUART, TERRY	22557	SHEFFIELD DR	92557-6822	STUART TERRY D	22557 SHEFFIELD DR	MORENO V	92557	55.29	5.53	10.95	71.76
95722665006	304520008	684277	RIOS, GERADO (OWNR)	27517	SHELLIE WAY	92555-5850	RIOS GERARDO CASTILLO	27517 SHELLIE WAY	MORENO V	92555	332.64	33.26	65.86	431.76
54991485004	304520007	684277	RAMOS, ERICKA (RENT)	27527	SHELLIE WAY	92555-5850	MENDOZA DANIEL	27527 SHELLIE WAY	MORENO V	92555	255.40	25.54	50.57	331.50
95960665002	291172006	684277	RIVERA, LETICIA (RENT)	22088	SHERMAN AVE	92553-8238	MARTIN ELIZABETH ANNE	41905 CHAPARRAL DR	TEMECULA	92592	1,657.86	165.79	328.26	2151.9
91524335000	291172033	684277	TELLES, LINDA	22138	SHERMAN AVE	92553-8268	TELLES LINDA D	22138 SHERMAN AVE	MORENO V	92553	255.29	25.53	50.55	331.36
71894885005	291172021	684277	MC DONALD, TERRANCE	22196	SHERMAN AVE	92553-8268	MCDONALD TERENCE	22196 SHERMAN AVE	MORENO V	92553	91.57	9.16	18.13	118.84
87672605006	291172019	684277	MOORE, FELITA	22208	SHERMAN AVE	92553-8242	MOORE FELITA P	22208 SHERMAN DR	MORENO V	92553	255.29	25.53	50.55	331.36
73470245007	291172022	684277	JAEN, YAMILET AND FELIPE (OWN	22224	SHERMAN AVE	92553-8242	MENDOZA FELIPE JEAN	22224 SHERMAN AVE	MORENO V	92553	48.92	4.892	9.69	63.48
80670285004	291192001	684277	RUIZ, ALMA (RENT)	22255	SHERMAN AVE	92553-8248	CHACON ACQUISITIONS	765 N MAIN ST	CORONA C	92881	268.06	26.81	53.08	347.94
92646595005	291182016	684277	ALAMILLA, JACINTO	22354	SHERMAN AVE	92553-8323	ALAMILLA ROQUE J	22354 SHERMAN AVE	MORENO V	92553	359.51	35.95	71.18	466.64
31160195005	291182019	684277	REYNOSO, DIANNE	22390	SHERMAN AVE	92553-8323	ZARAGOZA CARINA	2024 CLEMENS PL	SAN JACIN	92583	255.29	25.53	50.55	331.36
86542923005	291182025	684277	GARCIA, ANDRES AND ALICIA	22470	SHERMAN AVE	92553-8328	GARCIA ANDRES	22470 SHERMAN AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31395965005	487103012	684277	LOPEZ, ANTONIO (OWNR)	26380	SHERWOOD CIR	92555-1882	LOPEZ ANTONIO	26380 SHERWOOD CIR	MORENO V	92555	205.40	20.54	40.67	266.60
90793575001	487103001	684277	ROSSI, SHARON	26419	SHERWOOD CIR	92555-1882	ROSSI SHARON RENEE	26419 SHERWOOD CIR	MORENO V	92555	255.40	25.54	50.57	331.50
55974565002	485201001	684277	GONZALEZ, MARIA	15753	SHERYL LN	92551-6927	GONZALEZ MARIA A	15753 SHERYL LN	MORENO V	92551	96.44	9.644	19.10	125.16
96612505002	485201002	684277	LIMON, SANDRA	15761	SHERYL LN	92551-6927	RUIZ JOSE T	15761 SHERYL LN	MORENO V	92551	255.29	25.53	50.55	331.36
96216245007	485201005	684277	GONZALES, JUAN CARLOS	15785	SHERYL LN	92551-6927	GONZALEZ JUAN CARLOS	15785 SHERYL LN	MORENO V	92551	255.29	25.53	50.55	331.36
60263905002	485202005	684277	SANCHEZ, MARGIE	15786	SHERYL LN	92551-6926	SANCHEZ RAUL	15786 SHERYL LN	MORENO V	92551	53.95	5.40	10.68	70.02
31269245004	296034024	684277	PHILLIPS, LENA	23160	SHIDAY CT	92553-5958	SMYTHE DAVID L	23160 SHIDAY CT	MORENO V	92553	255.40	25.54	50.57	331.50
91617033005	296034021	684277	HALL, JOHN AND DARLENE	23202	SHIDAY CT	92553-5977	HALL DARLENE	23202 SHIDAY CT	MORENO V	92553	255.29	25.53	50.55	331.36
56776305005	486523020	684277	REEDY, DAMIEN	27408	SHIMMER CT	92555-4732	REEDY DAMIEN	27408 SHIMMER CT	MORENO V	92555	332.64	33.26	65.86	431.76
31558545007	479342013	684277	GODFREY, JANET	12679	SHIRAY RANCH RD	92553-4178	GODFREY JANET	12679 SHIRAY RANCH RD	MORENO V	92553	255.29	25.53	50.55	331.36
88397975001	479342016	684277	SYKEF, ROSALIND (RENT)	12717	SHIRAY RANCH RD	92553-4145	KEATING JOHN	12717 SHIRAY RANCH RD	MORENO V	92553	255.40	25.54	50.57	331.50
31272405004	479262009	684277	MONTERROSA, BLANCA	12777	SHIRAY RANCH RD	92553-2331	BAUTISTA BLANCA	P O BOX 9845	MORENO V	92552	128.40	12.84	25.42	166.66
31200475000	479262007	684277	NAVARETE, JUANITA	12805	SHIRAY RANCH RD	92553-4147	NAVARETTE JUANITA	12805 SHIRAY RANCH RD	MORENO V	92553	255.29	25.53	50.55	331.36
88316965003	479262016	684277	RUBIO, GIOVANNI	12893	SHIRAY RANCH RD	92553-4147	RUBIO GIOVANNI	12893 SHIRAY RANCH RD	MORENO V	92553	255.40	25.54	50.57	331.50
94863365002	479262014	684277	GARCIA, ANNA (OWNR)	12921	SHIRAY RANCH RD	92553-4179	GARCIA MANUEL M	12921 SHIRAY RANCH RD	MORENO V	92553	190.29	19.03	37.68	246.98
77573025000	479101004	684277	LOPEZ, MARCIANO	13097	SHIREBOURN RD	92553-4248	AVENDANO MARCIANO LOPEZ	13097 SHIREBOURN RD	MORENO V	92553	155.29	15.53	30.75	201.56
90956973000	479102003	684277	CARBAJAL, GALDINO (RENT)	13102	SHIREBOURN RD	92553-4267	CARBAJAL THERESA M	13102 SHIREBOURN RD	MORENO V	92553	255.40	25.54	50.57	331.50
93982505007	479101005	684277	HOLLDAY , PAM	13107	SHIREBOURN RD	92553-4250	HALLIDAY MEL A	13107 SHIREBOURN RD	MORENO V	92553	255.29	25.53	50.55	331.36
97663515002	479111004	684277	BOSTIC, MARSHALL B	13167	SHIREBOURN RD	92553-4250	BOSTIC MARSHALL B	P O BOX 7222	MORENO V	92552	332.40	33.24	65.82	431.44
58962165008	479111005	684277	MACIAS, MARTIN	13181	SHIREBOURN RD	92553-4250	LOUDEN	5440 TRABUCO RD STE 200	IRVINE CA	92620	255.40	25.54	50.57	331.50
51700785009	479111008	684277	HERBERT, LOUIS AND SANDRA	13219	SHIREBOURN RD	92553-4287	HERBERT SANDRA M	13219 SHIREBOURN RD	MORENO V	92553	361.31	36.13	71.54	468.98
93886525001	260081015	684277	LOWELL, PAM (OWNER)	10309	SHORE CREST TER	92557-2938	TAC MO FAMILY TRUST	10309 SHORE CREST TER	MORENO V	92557	255.29	25.53	50.55	331.36
93969835000	260081013	684277	TOLBER, LINDA	10329	SHORE CREST TER	92557-2938	GARDNER LONNIE DARNELL	10329 SHORE CREST TER	MORENO V	92557	255.29	25.53	50.55	331.36
57307365005	482251021	684277	LOVE, DAVID	24786	SHOREHAM AVE	92553-3934	BLACKSTON NATHANIEL J	24786 SHOREHAM AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31444705006	482251030	684277	PARISI, JENNI	24830	SHOREHAM AVE	92553-3916	BEAM COBY	23819 SUNCREST AVE	MORENO V	92553	191.66	19.17	37.95	248.76
53254155007	486481003	684277	DAVIS, MARCIELA	25850	SHORELINE ST	92551-1648	MAI AM P	5217 LARK LN	ALEXANDR	92551	63.39	6.34	12.55	82.28
61160425000	486481004	684277	SPENCER, EVA HAJDUK (OWNR)	25860	SHORELINE ST	92551-1648	SPENCER EVA HAJDUK	25860 SHORELINE ST	MORENO V	92551	183.21	18.32	36.28	237.80
66794855000	312202026	684277	YOUNG, YVONNE	25649	SIERRA BELLO CT	92551-2141	VALDEZ MERLE	25649 SIERRA BELLO CT	MORENO V	92551	60.34	6.034	11.95	78.32
31631905006	312202001	684277	WESLEY, HARRIET (RENT)	25555	SIERRA BRAVO CT	92551-2126	LEE DAWN M	25555 SIERRA BRAVO CT	MORENO V	92551	261.69	26.17	51.81	339.66
31253315003	312193013	684277	SHANKS, CHANDRA	25590	SIERRA BRAVO CT	92551-2161	SHANKS RODNEY	25590 SIERRA BRAVO CT	MORENO V	92551	255.29	25.53	50.55	331.36
90638675007	312202004	684277	MARIN, DONNA	25591	SIERRA BRAVO CT	92553-	ANDRADE VICTOR	49950 JEFFERSON ST STE 130	INDIO CA	92201	486.62	48.66	96.35	631.62
87689935001	312202006	684277	MCCLENDON, SHARMON (RENT)	25615	SIERRA BRAVO CT	92551-2127	VILLEGAS CESAR	2571 VICTORIA ST	SAN BERN	92410	255.40	25.54	50.57	331.50
31408365002	312193010	684277	COLIER,JEAN	25626	SIERRA BRAVO CT	92551-2128	COLYER JEAN D	25626 SIERRA BRAVO CT	MORENO V	92551	255.40	25.54	50.57	331.50
89610653003	312212025	684277	JAMES, LASONIA (RENT)	25572	SIERRA CADIZ CT	92551-4100	JOHNSON WILLIE	25572 SIERRA CADIZ CT	MORENO V	92551	255.40	25.54	50.57	331.50
31180415007	312212022	684277	MORRIS, TANISHA (RENT)	25595	SIERRA CADIZ CT	92551-4100	SMITH GEORGE R	16792 CENTURY ST	MORENO V	92551	479.35	47.94	94.91	622.18
86719533001	312212021	684277	MAURICIO, ELIZABETH	25607	SIERRA CADIZ CT	92551-2199	MAURICIO ALBERT	25607 SIERRA CADIZ CT	MORENO V	92551	243.92	24.39	48.30	316.60
98046805018	312202014	684277	MUNIZ, ANA	25589	SIERRA CALMO CT	92551-2140	SHANNON RODNEY QUENTIN	25589 SIERRA CALMO CT	MORENO V	92551	332.64	33.26	65.86	431.76
31390285009	312191015	684277	BERNAL, RACHEL (RENT)	25569	SIERRA LEONE CT	92551-2170	QIN JINSHENG	1509 SILMAN ST	HACIENDA	91785	332.14	33.21	65.76	431.10
31090795008	312192006	684277	FUGGINS,TRENTON AND LISA	25641	SIERRA LEONE CT	92551-2100	FUGGINS LISA	25641 SIERRA LEONE CT	MORENO V	92551	291.25	29.13	57.67	378.04
88815435006	291200028	684277	RAY, CONSTANCE (RENT) APTS	13876	SIERRA MESA CIR UNIT	92553-8305	AGUIRRE LUIS F	13876 SIERRA MESA CIR	MORENO V	92553	207.64	20.76	41.11	269.50
31494935003	479281008	684277	GJELHAUG, CARL T	25128	SILENT CREEK RD	92553-4337	GJELHAUG CARL JOHN RYAN	1892 SUGAR MAPLE	PERRIS CA	92571	255.29	25.53	50.55	331.36
31444325006	479281012	684277	GULLETT, SHIRLEY	25177	SILENT CREEK RD	92553-4337	GULLETT JEFFERY K	25177 SILENT CREEK RD	MORENO V	92553	255.29	25.53	50.55	331.36
93861425005	479282003	684277	ESPINOZA, ELISEO (OWNR)	25159	SILVER ARROW DR	92553-4340	ESPINOZA ELISEO	25159 SILVER ARROW DR	MORENO V	92553	202.80	20.28	40.15	263.22
59865925003	260221045	684277	ISHAK, SASCHA (RENT)	10590	SILVER LEAF CIR	92557-2965	HEIM WILLIAM A	P O BOX 8183	REDLANDS	92375	255.40	25.54	50.57	331.50
96979895003	260221046	684277	ASHFORD, DONNIE L (OWNR)	10600	SILVER LEAF CIR	92557-2965	ASHFORD DONNIE L	10600 SILVER LEAF CIR	MORENO V	92557	205.29	20.53	40.65	266.46
97979265004	260221047	684277	DIXON, BREANA (RENT)	10610	SILVER LEAF CIR	92557-2965	TELLO YASER	11411 STEEPLECHASE DR	MORENO V	92555	140.58	14.06	27.83	182.46
97109085006	260221049	684277	ESCOTO, YOLANDA	10630	SILVER LEAF CIR	92557-2966	ESCOTO YOLANDA MARIE FAMILY TRUS	10630 SILVER LEAF CIR	MORENO V	92557	191.66	19.17	37.95	248.76

74569985009	260221052	684277	WASHINGTON, KAREN	10660	SILVER LEAF CIR	92557-2966	WASHINGTON KAREN A	10660 SILVER LEAF CIR	MORENO V	92557	28.03	2.80	5.55	36.38
31383575003	479251008	684277	MARKS, MARY AND HERMAN (REN	13281	SILVER LN	92553-4289	JACKSON BENJAMIN J	2422 DIAMOND DR	CHINO HIL	91709	255.40	25.54	50.57	331.50
1.019165+11	479252024	684277	BEASLY, KASHA (RENT)	13286	SILVER LN	92553-4271	WHITE GAIL ANITA	25307 VIA PACIFICA	VALENCIA	91355	46.77	4.68	9.26	60.70
31621165002	479251013	684277	PUENTE, SYLVIA (RENT)	13333	SILVER LN	92553-4270	SALGUERO CHRISTIAN	13333 SILVER LN	MORENO V	92553	263.40	26.34	52.15	341.88
50911595003	479252018	684277	WILSON, TONY (RENT)	13358	SILVER LN	92553-4288	MNT GROUP	7662 INDIGO LN	LA PALMA	90623	255.40	25.54	50.57	331.50
31057065000	479253020	684277	JONES, LISA (RENT)	13398	SILVER LN	92553-4290	FAR EAST INTERNATIONAL	24941 STONEGATE LN	LAGUNA N	92677	195.73	19.57	38.75	254.04
83028045003	479251021	684277	BURCIAGA, ANTONIO AND MELISS	13413	SILVER LN	92553-4212	LOPEZ JORGE L	13413 SILVER LN	MORENO V	92553	105.29	10.529	20.85	136.66
94176045007	479251024	684277	HICKMAN, MICHELE	13443	SILVER LN	92553-4212	THR CALIF	410 N MAIN ST	CORONA (	92880	255.29	25.53	50.55	331.36
94154675001	264094005	684277	WESTERNMAN, KEVIN	11064	SILVER RUN	92557-4919	WESTERMAN KEVIN	11064 SILVER RUN	MORENO V	92557	255.40	25.54	50.57	331.50
31440785007	264093018	684277	LOPEZ, RICHARD	11069	SILVER RUN	92557-4920	LOPEZ RICHARD	11069 SILVER RUN	MORENO V	92557	128.14	12.81	25.37	166.32
72095015001	264094012	684277	SVADER, FRED (RENT)	11106	SILVER RUN	92557-4926	BURTON JOHN	26742 SANTA ROSA DR	MORENO V	92555	312.11	31.21	61.80	405.1
53737445001	264231015	684277	TROYA, WALTER	11111	SILVER RUN	92557-4921	MARTINEZ ELISA E	11111 SILVER RUN	MORENO V	92557	255.40	25.54	50.57	331.50
31437525008	264231013	684277	PALACIOS, MARTIN (RENT)	11132	SILVER RUN	92557-4926	GONZALEZ ANTONIO	11131 SILVER RUN	MORENO V	92557	127.26	12.726	25.20	165.18
31381255004	264232003	684277	MCCOY, BRENDA (OWNR)	11132	SILVER RUN	92557-4926	TORRES ANTONIA	11132 SILVER RUN	MORENO V	92557	202.80	20.28	40.15	263.22
93013465004	308370032	684277	ROBERTS, MELISSA (RENT)	26444	SILVERADO CT	92555-2953	MACAPAGAL IGNACIO	217 PLAINS DR NO 1	CHATHAM	62629	127.48	12.748	25.24	165.46
70890105008	308370029	684277	GARCIA, SANDRA	26462	SILVERADO CT	92555-2953	GARCIA JORGE	26462 SILVERADO CT	MORENO V	92555	155.29	15.53	30.75	201.56
90282085008	308372020	684277	GOMEZ, STEPHANIE (RENT)	26481	SILVERADO CT	92555-2956	SASA GROUP CO INC	16833 SPRING CANYON PL	RIVERSIDE	92503	255.40	25.54	50.57	331.50
95577845007	308381008	684277	SANDERS-HALE, LINDA	26580	SILVERADO CT	92555-2957	HALE LINDA SANDERS	26580 SILVERADO CT	MORENO V	92555	255.40	25.54	50.57	331.50
94602735007	291582017	684277	BRUNO, FRANLYN AND TERRI (REN	22228	SILVERBELL LN	92553-6926	CHANG STUART	4950 TUWA CT	RIVERSIDE	92507	255.40	25.54	50.57	331.50
31528955003	291584008	684277	PORTER, JAMES (RENT)	22237	SILVERBELL LN	92553-6927	PHAM HAN BAO	25965 BANCROFT ST	LOMA LIND	92354	55.40	5.54	10.97	71.90
94004953009	312081016	684277	PEREZ, CARLOS	16329	SILVERBIRCH RD	92551-9205	PEREZ CARLOS	16329 SILVERBIRCH RD	MORENO V	92551	319.14	31.91	63.19	414.24
93712455003	312081018	684277	WILSON, SHIRLEY	16349	SILVERBIRCH RD	92551-9205	WILSON SHIRLEY J	16349 SILVERBIRCH RD	MORENO V	92551	105.29	10.53	20.85	136.66
31541885001	312081020	684277	VINCENTE, SONIA (RENT)	16369	SILVERBIRCH RD	92551-9205	DOAN QUANG THANH	16369 SILVERBIRCH RD	MORENO V	92551	100.00	10.00	19.80	129.80
96212365000	312082026	684277	TUCKER, NAKEISHA (RENT)	16370	SILVERBIRCH RD	92551-9206	POATES AVERY	16370 SILVERBIRCH RD	MORENO V	92551	215.59	21.56	42.69	279.82
90766143008	312081027	684277	BLACKBURN, MARK	16439	SILVERBIRCH RD	92551-9210	BLACKBURN MARK A	16439 SILVERBIRCH RD	MORENO V	92551	255.40	25.54	50.57	331.50
51816195007	312081028	684277	KELSON, DOROTHY	16449	SILVERBIRCH RD	92551-9210	KELSON DOROTHY R	16449 SILVERBIRCH RD	MORENO V	92551	255.29	25.53	50.55	331.36
92910545006	312081031	684277	COOK, CANDACE (RENT)	16479	SILVERBIRCH RD	92551-9210	FELDMAN AVI	16479 SILVERBIRCH RD	MORENO V	92551	55.40	5.54	10.97	71.90
73441485007	312081032	684277	HENDERSON, CHRIS	16489	SILVERBIRCH RD	92551-9210	HENDERSON CHRISTOPHER L	16489 SILVERBIRCH RD	MORENO V	92551	255.29	25.53	50.55	331.36
31499575007	482421007	684277	ALBA SANCHEZ, JUAN FRANCISCO	14755	SILVERTREE RD	92553-5703	ALBA JUAN FRANCISCO SA	25291 RUNSEY CT	MORENO V	92551	255.29	25.53	50.55	331.36
56077885006	482421015	684277	NOLASCO, MIGUEL	14849	SILVERTREE RD	92553-5820	NOLASCO MIGUEL	14849 SILVERTREE RD	MORENO V	92553	255.29	25.53	50.55	331.36
31592525000	482421016	684277	MCGINNIS, GREGORY (OWNR)	14861	SILVERTREE RD	92553-5820	MCGINNIS GREGORY	P O BOX 7036	MORENO V	92552	255.29	25.53	50.55	331.36
31281005009	482422005	684277	ROSS, HARRIET (RENT)	14898	SILVERTREE RD	92553-5821	HAMID ROWSHAN INC	24941 STONEGATE LN	LAGUNA N	92677	55.40	5.54	10.97	71.90
59759735008	482414016	684277	MISH, FRANK (RENT)	14901	SILVERTREE RD	92553-5704	NAVARRO GRISELDA	14901 SILVERTREE RD	MORENO V	92553	212.48	21.25	42.07	275.78
86265833002	482412015	684277	MARTINEZ, JESUS	14920	SILVERTREE RD	92553-5705	MARTINEZ JESUS	14920 SILVERTREE RD	MORENO V	92553	255.29	25.53	50.55	331.36
31362775005	482414012	684277	LOPEZ, JULIO CESAR (OWNR)	14949	SILVERTREE RD	92553-5704	SANLUCAS GUADALUPE	14949 SILVERTREE RD	MORENO V	92553	255.40	25.54	50.57	331.50
31272545005	482414010	684277	CIUBAL, ROGER	14977	SILVERTREE RD	92553-3984	CIUBAL ELLEN G	14977 SILVERTREE RD	MORENO V	92553	67.98	6.80	13.46	88.22
95458325009	482331007	684277	LOPEZ, NORMA	24142	SILVERWOOD LN	92553-3576	GARCIA MIGUEL A	24142 SILVERWOOD LN	MORENO V	92553	128.14	12.81	25.37	166.32
70573835007	482331011	684277	CHACON, MELINDA	24157	SILVERWOOD LN	92553-3576	CHACON ANDREW HERNANDEZ	24157 SILVERWOOD LN	MORENO V	92553	255.29	25.53	50.55	331.36
89708795006	482331005	684277	EGWU, EMMANUEL (OWNR)	24164	SILVERWOOD LN	92553-3576	CHAVARIN GILBERTO BECERRA	24164 SILVERWOOD LN	MORENO V	92553	115.28	11.53	22.83	149.62
80623145003	482331003	684277	GIL, GUILLERMO AND MARIA	24190	SILVERWOOD LN	92553-3576	GIL GUILLERMO	1601 N MAIN ST	SANTA AN	92701	191.77	19.18	37.97	248.90
80288045006	481061002	684277	AHCHONBO, TREMINE	24526	SINALOA ST	92557-7816	CRAIG ROBERT C	24526 SINALOA ST	MORENO V	92557	377.89	37.79	74.82	490.5
99308633007	481062006	684277	CORTEZ, ALEJANDRO A	24628	SINALOA ST	92557-7818	CORTEZ ALEJANDRO	24628 SINALOA ST	MORENO V	92557	255.40	25.54	50.57	331.50
96299205001	481062008	684277	RODRIGUEZ, JERONIMO	24654	SINALOA ST	92557-7818	RODRIGUEZ GERONIMO GOMEZ	24654 SINALOA ST	MORENO V	92557	191.77	19.18	37.97	248.90
31451435008	481064031	684277	MADRID, BRANDY (OWNR)	24589	SINGER ST	92557-7815	MADRID GABRIEL	24589 SINGER ST	MORENO V	92557	315.06	31.51	62.38	408.94
92078215001	481064029	684277	SERNA, OLGA	24621	SINGER ST	92557-7811	SERNA LEOBARDO	24621 SINGER ST	MORENO V	92557	255.40	25.54	50.57	331.50
91304723005	481064028	684277	PAREDES, JUANA (OWNR)	24631	SINGER ST	92557-7811	PAREDES JUANA E	24631 SINGER ST	MORENO V	92557	191.77	19.18	37.97	248.90
31215615009	312142007	684277	SHELBY, NORMA	16531	SIR BARTON WAY	92551-2534	SHELBY NORMA	16531 SIR BARTON WAY	MORENO V	92551	255.29	25.53	50.55	331.36
31370155008	312143005	684277	GOMEZ, STEPHENIE	16556	SIR BARTON WAY	92551-2533	WAN THOMAS Y	2666 SALEROSO DR	ROWLAND	91748	172.16	17.22	34.09	223.46
85953115005	312153011	684277	PATTERSON, BRIGITTE	16612	SIR BARTON WAY	92551-2572	PATTERSON BRIDGETTE	16612 SIR BARTON WAY	MORENO V	92553	255.29	25.53	50.55	331.36
92036183005	312151001	684277	WARD, ARNETA	16634	SIR BARTON WAY	92551-2537	WARD ARNETA	16634 SIR BARTON WAY	MORENO V	92551	255.29	25.53	50.55	331.36
31573705002	312154005	684277	MCGEE, DAVID	16641	SIR BARTON WAY	92557-	MCGEE DAVID L	16641 SIR BARTON WAY	MORENO V	92551	255.29	25.53	50.55	331.36
59977595005	312151002	684277	COMBS, CASSANDRA	16642	SIR BARTON WAY	92551-2537	COMBS CASSANDRA A	16642 SIR BARTON WAY	MORENO V	92551	255.40	25.54	50.57	331.50
31534935006	312154004	684277	MACIEL, TONITA (OWNR)	16645	SIR BARTON WAY	92551-2538	FUENTES JOSEPH V	16645 SIR BARTON WAY	MORENO V	92551	197.13	19.713	39.03	255.86
97106755001	312151024	684277	GARIBITO, LEO (OWNR)	16658	SIR BARTON WAY	92551-2537	GARAVITO LEO	16658 SIR BARTON WAY	MORENO V	92551	255.40	25.54	50.57	331.50
97364575004	312151030	684277	WILLIAMS, JOSEPHINE (RENT)	16698	SIR BARTON WAY	92551-2539	NGUYEN LIEM CONG	1021 BLUEBONNET DR	SUNNYVAL	94086	46.77	4.68	9.26	60.70
93825235000	312151032	684277	AUMEU, PESE	16710	SIR BARTON WAY	92551-2573	SANCHEZ CRYSTAL M	16710 SIR BARTON WAY	MORENO V	92551	222.16	22.22	43.99	288.36
31342775007	475081016	684277	HAMANN, MARLAYNA AND JOHN	24530	SKYLAND DR	92557-5144	HAMANN JOHN	24530 SKYLAND DR	MORENO V	92556	189.31	18.93	37.48	245.72
93079125007	475081017	684277	BOLDEN, RAY	24542	SKYLAND DR	92557-5144	MENDEZ MONICA	24542 SKYLAND DR	MORENO V	92557	255.40	25.54	50.57	331.50
90394603002	475082006	684277	THOMPSON, ROSAVELT	24571	SKYLAND DR	92557-5115	MARSH STEPHANIE	24571 SKYLAND DR	MORENO V	92557	284.20	28.42	56.27	368.88
31400845009	475081020	684277	PAUL, BERT	24578	SKYLAND DR	92557-5144	PANTELAKIS BERTHA	P O BOX 714	MORENO V	92556	231.88	23.19	45.91	300.98
31352675007	475081014	684277	POLITTO, JOSEPH	24638	SKYLAND DR	92557-5114	POLITTO JOSEPH REGINALD	24638 SKYLAND DR	MORENO V	92557	255.29	25.53	50.55	331.36
75914545009	475082023	684277	DUPRE, ERNEST (RENT)	24661	SKYLAND DR	92557-5100	EL JURDI MAIDI J	19281 HICKORY LN	HUNTINGT	92646	44.90	4.49	8.89	58.28
31265305009	475082024	684277	LEE, CHANTALLE	24675	SKYLAND DR	92557-5100	SHOUP GREGORY ALLEN	24675 SKYLAND DR	MORENO V	92557	308.61	30.86	61.10	400.56
97001413006	475081009	684277	HUBERT, CASSANDRA (RENT)	24700	SKYLAND DR	92557-5145	ENRIQUEZ MERLAYN	24700 SKYLAND DR	MORENO V	92557	255.40	25.54	50.57	331.50
93796145002	475082028	684277	MENDOZA, CYNTHIA (OWNR)	24723	SKYLAND DR	92557-5100	MENDOZA CYNTHIA	24723 SKYLAND DR	MORENO V	92557	183.21	18.32	36.28	237.80

92150005002	475082030	684277	FIERRO, ELIZABETH	24747	SKYLAND DR	92557-5100	GUTIERREZ BERTHA	24747 SKYLAND DR	MORENO V	92557	332.40	33.24	65.82	431.44
31059025005	475081005	684277	WINDING, VERONICA (OWNR)	24748	SKYLAND DR	92557-5145	SANCHEZ BRANDON	24748 SKYLAND DR	MORENO V	92557	63.96	6.40	12.66	83.02
59413185007	475070055	684277	PHALEN, ALISHA	24771	SKYLAND DR	92557-5139	PATEL MITUL J	24771 SKYLAND DR	MORENO V	92557	255.29	25.53	50.55	331.36
31062065000	475070045	684277	MCFADDEN, KEUNDRA (OWNR)	24856	SKYLAND DR	92557-5138	MCFADDEN KEUNDRA	24856 SKYLAND DR	MORENO V	92557	127.94	12.79	25.33	166.06
91786793008	475070047	684277	WIMSATT, ALBERT AND KATHY	24867	SKYLAND DR	92557-5139	WIMSATT ALBERT	24867 SKYLAND DR	MORENO V	92557	255.29	25.53	50.55	331.36
31240185007	475082019	684277	MC CULLOUGH, SONJIA	24524	SKYROCK DR	92557-5601	MCCULLOUGH SONJIA	24524 SKYROCK DR	MORENO V	92557	255.40	25.54	50.57	331.50
71710595004	475082018	684277	ROSS, FATIMAH	24536	SKYROCK DR	92557-5601	BROWN EDWARD	24536 SKYROCK DR	MORENO V	92557	332.64	33.26	65.86	431.76
66123225005	475083003	684277	RAMIREZ, MIGUEL	24553	SKYROCK DR	92557-5603	RAMIREZ MIGUEL	24553 SKYROCK DR	MORENO V	92557	183.21	18.32	36.28	237.80
31635225000	316061005	684277	QUINTERO, MIGUEL AND GLORIA	16224	SKYWOOD CT	92551-7234	QUINTERO MIGUEL A	16224 SKYWOOD ST	MORENO V	92551	255.29	25.53	50.55	331.36
58180295000	316061004	684277	PAZMINO, ANNA M	16234	SKYWOOD CT	92551-7234	JANSSENS JOSEPH	16234 SKYWOOD ST	MORENO V	92551	255.29	25.53	50.55	331.36
88073715003	316093022	684277	PAZ, FRANCIS (RENT)	16282	SKYWOOD CT	92551-7234	DENG SHUYU	16282 SKYWOOD ST	MORENO V	92551	172.46	17.246	34.15	223.84
31119575001	316094006	684277	SAWYER, ANTHONY (RENT)	16303	SKYWOOD CT	92551-7236	TSENG CHENG MAOH	4829 ASTERIA ST	TORRANCE	90503	260.89	26.09	51.66	338.62
94950685000	316094007	684277	LEMUS, VERONICA AND (OWNR)	16315	SKYWOOD CT	92551-7236	TORRES JOSE	16315 SKYWOOD ST	MORENO V	92551	255.40	25.54	50.57	331.50
93793545005	316094009	684277	BUCIO, ELVIE (OWNR)	16339	SKYWOOD CT	92551-7236	CARRERA CYNTHIA A	16339 SKYWOOD ST	MORENO V	92551	63.96	6.40	12.66	83.02
66376845009	316093015	684277	CHAVEZ, YOLIE (RENT)	16360	SKYWOOD CT	92551-7235	ZHENG QUAN	716 BATAAN PL	MONTEREY	91755	223.39	22.339	44.23	289.96
31409915005	312172033	684277	JENKINS, AARON	25095	SLATE CREEK DR	92551-1001	JENKINS AARON A	25095 SLATE CREEK DR	MORENO V	92551	332.40	33.24	65.82	431.44
95051825007	312172013	684277	ROBINSON, CHERISE	25106	SLATE CREEK DR	92551-2502	ROBINSON CHERISE	25106 SLATE CREEK DR	MORENO V	92551	332.40	33.24	65.82	431.44
31649165003	474171014	684277	ALVOS, JAVOER (OWNR)	11501	SLAWSON AVE	92557-5832	AVALOS JAVIER	11501 SLAWSON AVE	MORENO V	92557	63.96	6.40	12.66	83.02
31154225002	474171012	684277	ORTEGA, PATRICIA	11545	SLAWSON AVE	92557-5832	ORTEGA PATRICIA	11545 SLAWSON AVE	MORENO V	92557	255.29	25.53	50.55	331.36
31595255009	482452027	684277	LORENZO, MARCO (RENT)	24663	SLOAN CT	92553-5896	CHAVEZ JUAN JOSE	12222 WIND RIVER CIR	MORENO V	92557	63.63	6.363	12.60	82.58
31376885002	486552010	684277	IDLE, JOANNE (RENT)	27848	SLUMBER LN	92555-5755	FEDERAL NATL MORTGAGE ASSN	27848 SLUMBER LN	MORENO V	92555	294.88	29.49	58.39	382.74
31303335002	486552009	684277	TORRES, MARTHA (RENT)	27862	SLUMBER LN	92555-5755	TORRES HECTOR	27862 SLUMBER LN	MORENO V	92555	255.40	25.54	50.57	331.50
31529085004	316051003	684277	AZCONA, VICTOR AND GLENDA (R	16209	SMOKE TREE PL	92551-7247	ROJAS RODOLFO B	26190 PICARDY PL	MORENO V	92555	51.86	5.19	10.27	67.30
94753913000	260311001	684277	ARIDA, WALLIE	10024	SNIPE CIR	92557-2836	ARIDA WALLY	10024 SNIPE CIR	MORENO V	92557	255.40	25.54	50.57	331.50
31342565001	308582003	684277	HARRIS, DENNIS	26864	SNOW CANYON CIR	92555-4987	HARRIS DENNIS D	26864 SNOW CANYON CIR	MORENO V	92555	191.77	19.18	37.97	248.90
31077625001	291641001	684277	BADEMCI, MUJGAN (RENT)	13272	SNOWBELL LN	92553-6966	LUI KWONG C	1884 OAKGATE ST	MONTEREY	91755	188.52	18.85	37.33	244.68
86574645007	291616014	684277	SEGURA, MARIA	13285	SNOWBELL LN	92553-6967	SEGURA JOSE	13285 SNOWBELL LN	MORENO V	92553	191.66	19.17	37.95	248.76
86571065004	291641003	684277	COXSEY, JAMES	13296	SNOWBELL LN	92553-6966	WASHINGTON JONNIE M	13296 SNOWBELL LN	MORENO V	92553	255.29	25.53	50.55	331.36
96797515009	291641004	684277	TITOV, ALEXANDER	13308	SNOWBELL LN	92553-6969	PENG TONGYAN	13308 SNOWBELL LN	MORENO V	92553	255.29	25.53	50.55	331.36
97169273000	291641005	684277	OWENS, ALEXZANDRIA (RENT)	13320	SNOWBELL LN	92553-6969	WEN QIKUN	5327 LOMA AVE	TEMPLE CI	91780	332.64	33.26	65.86	431.76
94353535009	486480030	684277	MCDONALD, MILTON (OWNR)	25924	SOARING SEAGULL LN	92551-1661	MCDONALD MILTON	25924 SOARING SEAGULL LN	MORENO V	92551	332.40	33.24	65.82	431.44
31203675002	486480042	684277	ALLEN, DEBRA	25972	SOARING SEAGULL LN	92551-1662	CHEN BING	1528 SILMAN ST	HACIENDA	91745	96.90	9.69	19.19	125.76
31208165008	259490003	684277	HELME, CHRIS	9950	SOFIA CT	92557-3523	HELME CHRISTOPHER JOHN	9950 SOFIA CT	MORENO V	92557	255.40	25.54	50.57	331.50
60813965001	292043008	684277	CUTLER, RICHARD	12541	SOFTWIND DR	92553-5994	KAHLON KULDEEP	12541 SOFTWIND DR	MORENO V	92553	255.18	25.518	50.53	331.22
93770925003	292044010	684277	GARCIA, MILTON (OWNR)	12556	SOFTWIND DR	92553-5994	GARCIA MILTON L	12556 SOFTWIND DR	MORENO V	92553	63.96	6.40	12.66	83.02
1.01059E+11	292052008	684277	MARTINEZ, JOAQUIN	12661	SOFTWIND DR	92553-5938	MARTINEZ JOAQUIN CESAR	12661 SOFTWIND DR	MORENO V	92553	255.29	25.53	50.55	331.36
92079215009	292053005	684277	VACA, SUSANA	12674	SOFTWIND DR	92553-5936	KELLEY CHARLES E	12674 SOFTWIND DR	MORENO V	92553	255.40	25.54	50.57	331.50
88121205007	292052006	684277	SOLORIO, JAVIER	12685	SOFTWIND DR	92553-5938	SOLORIO JOSE J	12685 SOFTWIND DR	MORENO V	92553	56.20	5.62	11.13	72.94
31473405008	292053008	684277	BULGER, DAVID	12704	SOFTWIND DR	92553-5939	BULGER DAVID R & CATHERINE LIVING	12704 SOFTWIND DR	MORENO V	92553	191.66	19.17	37.95	248.76
88448915005	260292007	684277	LIPKIN, ELLEN	23902	SOLITARE CIR	92557-2821	LIPKIN ELLEN	23902 SOLITARE CIR	MORENO V	92557	255.40	25.54	50.57	331.50
31240475006	260292008	684277	BUMPUS, THOMAS	23908	SOLITARE CIR	92557-2821	LUU HUNG THOI	3113 GAGE AVE	EL MONTE	91731	191.77	19.18	37.97	248.90
31605815009	260292010	684277	BOYCE, BOBBY L	23920	SOLITARE CIR	92557-2821	BOYCE BOBBY LYNN	23920 SOLITARE CIR	MORENO V	92557	255.29	25.53	50.55	331.36
31388135005	478361004	684277	VALERIANO, ARDA	13546	SOMERGATE DR	92555-6036	PANA MARIA PERLA	13546 SOMERGATE DR	MORENO V	92555	255.29	25.53	50.55	331.36
31622555008	264172003	684277	WALTERS, ROBERT (OWNR)	23097	SONNET DR	92557-5437	WALTERS ROBERT JAMES	23097 SONNET DR	MORENO V	92557	255.29	25.53	50.55	331.36
57247165005	264171011	684277	SAAVEDRA, MARKOS	23180	SONNET DR	92557-5401	SAAVEDRA MARK	23180 SONNET DR	MORENO V	92557	63.96	6.40	12.66	83.02
90397075006	264254038	684277	SILGUERO, JOSEPH	23259	SONNET DR	92557-5404	BLANCO MANUEL I	23259 SONNET DR	MORENO V	92557	255.29	25.53	50.55	331.36
96829185009	264254031	684277	MC PHERSON, MR	23341	SONNET DR	92557-5404	MCPHERSON ROBERT W	23341 SONNET DR	MORENO V	92557	255.29	25.53	50.55	331.36
31366395006	264251011	684277	TAYLOR, SUSAN	23356	SONNET DR	92557-5438	TAYLOR SUSAN LYNNE	23356 SONNET DR	MORENO V	92557	255.29	25.53	50.55	331.36
31606285008	264252001	684277	MEJIA, SOTERO	23440	SONNET DR	92557-5405	MEJIA SOTERO	23440 SONNET DR	MORENO V	92557	255.40	25.54	50.57	331.50
31628205009	264252002	684277	ROMNEY, SCOTT	23452	SONNET DR	92557-5405	ROMNEY SCOTT	23452 SONNET DR	MORENO V	92557	255.29	25.53	50.55	331.36
73516575007	264252004	684277	REINHARDT, BILLIE	23476	SONNET DR	92557-5405	GRUNDL GRETCHEN R	23476 SONNET DR	MORENO V	92557	255.29	25.53	50.55	331.36
96059545008	291623023	684277	ALVAREZ, SANDY (OWNR)	13306	SOURWOOD AVE	92553-6958	ALVAREZ SANDY	13306 SOURWOOD AVE	MORENO V	92553	255.40	25.54	50.57	331.50
75280055007	291562017	684277	NELSON, MAUREEN	22490	SOUTHWALK ST	92553-1821	NELSON RICHARD D	22490 SOUTHWALK ST	MORENO V	92553	255.29	25.53	50.55	331.36
31598295005	291563004	684277	NGUYEN, KHANH	22539	SOUTHWALK ST	92553-1825	NGUYEN KHANH TRUONG	22539 SOUTHWALK ST	MORENO V	92553	63.96	6.40	12.66	83.02
97680635001	291563006	684277	MONROE, LISA (RENT)	22559	SOUTHWALK ST	92553-1825	TRUEBA ROSA M	22559 SOUTHWALK ST	MORENO V	92553	109.03	10.903	21.59	141.52
91715225007	291553020	684277	VILAN, MARK (RENT)	22620	SOUTHWALK ST	92553-1828	HIPPOZE BULK INV	1627 VIA ROMA CIR	CORONA C	92881	192.27	19.227	38.07	249.56
31051785002	312042007	684277	HASKINS, WILLIE	16086	SPACE DR	92551-1130	HASKINS WILLIE	16086 SPACE DR	MORENO V	92551	255.29	25.53	50.55	331.36
96289955004	312042014	684277	LEELO, JUNE (RENT)	16184	SPACE DR	92551-9246	GONZALEZ PEDRO	718 E COOLIDGE ST	LONG BEA	90805	255.29	25.53	50.55	331.36
31242075006	482682009	684277	BENJAMIN, BILL	14781	SPINNAKER LN	92553-9405	BENJAMIN DEBBIE DEE	14781 SPINNAKER LN	MORENO V	92553	251.74	25.17	49.84	326.74
49589275008	482682010	684277	DOAN, THAO	14789	SPINNAKER LN	92553-9405	DOAN HAI KHANH	14789 SPINNAKER LN	MORENO V	92553	255.29	25.53	50.55	331.36
31201115004	482681012	684277	VASQUEZ, SONIA	14800	SPINNAKER LN	92553-9434	VASQUEZ REBECA	14800 SPINNAKER LN	MORENO V	92553	255.29	25.53	50.55	331.36
92365905007	482681011	684277	RICHARDS, DESMOND	14808	SPINNAKER LN	92553-9434	RICHARDS DESMOND	14808 SPINNAKER LN	MORENO V	92553	255.40	25.54	50.57	331.50
86093345001	482682014	684277	MARTINEZ, MARIBEL (RENT)	14821	SPINNAKER LN	92553-9407	REYES JORGE MUNOZ	14821 SPINNAKER LN	MORENO V	92553	255.40	25.54	50.57	331.50
92321885004	482682017	684277	PRUDHOLM, MERCY	14845	SPINNAKER LN	92553-9407	PRUDHOLM CLARENCE	14845 SPINNAKER LN	MORENO V	92553	255.29	25.53	50.55	331.36
91609563000	482681006	684277	LEANOS, EFREN	14852	SPINNAKER LN	92553-9406	LEANOS EFREN G	14852 SPINNAKER LN	MORENO V	92553	255.40	25.54	50.57	331.50

62804785006	482682019	684277	WILKE, COLLEEN	14875	SPINNAKER LN	92553-9409	WILKE COLLEEN ANN	14875 SPINNAKER LN	MORENO V	92553	255.29	25.53	50.55	331.36
89399383000	482682025	684277	WILLIAMS, DWAYNE	14929	SPINNAKER LN	92553-9410	FREDERICK SHANAYA	14929 SPINNAKER LN	MORENO V	92553	255.29	25.53	50.55	331.36
31636795008	308431010	684277	MARCHAND, SYRITA (RENT)	16418	SPIRIT RD	92555-3322	WELLS FARGO BANK	4644 EDGEWOOD PL	RIVERSIDE	92506	286.68	28.668	56.76	372.1
31166695007	308401002	684277	UMALI, ERICSON (RENT)	16419	SPIRIT RD	92555-3323	UMALI DEBORAH R	16419 SPIRIT RD	MORENO V	92555	185.40	18.54	36.71	240.64
97106265004	308400008	684277	GREEN, MARK	16520	SPIRIT RD	92555-3324	GREEN MARK A	16520 SPIRIT RD	MORENO V	92555	255.40	25.54	50.57	331.50
52903735009	474084015	684277	WALVANTNE, JOHN (OWNR)	11345	SPLENDOR WAY	92557-5713	WALVATNE JOHN E	8355 RECHE CANYON DR	COLTON C	92324	382.86	38.29	75.81	496.94
50305665003	474084023	684277	SCHENCK, JANET (RENT)	11374	SPLENDOR WAY	92557-5738	WQ INV CORP	15568 BROOKHURST NO 364	WESTMINS	92683	191.77	19.18	37.97	248.90
31127915003	474084024	684277	NEVELS, THOMAS	11400	SPLENDOR WAY	92557-5767	NEVELS THOMAS W	11400 SPLENDOR WAY	MORENO V	92557	191.33	19.13	37.88	248.34
80331825000	304510030	684277	TAYLOR, SONYA	27777	SPRING GROVE ST	92555-5834	TAYLOR SONYA L	27777 SPRING GROVE ST	MORENO V	92555	80.94	8.094	16.03	105.06
64119665002	304511036	684277	VALENCIA, SILVIA	27824	SPRING GROVE ST	92555-5833	VALENCIA SILVIA	27824 SPRING GROVE ST	MORENO V	92555	255.40	25.54	50.57	331.50
95493915002	304510026	684277	WILLIAMS, CLARA	27825	SPRING GROVE ST	92555-5834	CACHERO MAUREEN	27825 SPRING GROVE ST	MORENO V	92555	191.77	19.18	37.97	248.90
96534385003	304510025	684277	WARD, DARYLAINA (RENT)	27837	SPRING GROVE ST	92555-5834	RUIS ROBERT P	27837 SPRING GROVE ST	MORENO V	92555	302.07	30.21	59.81	392.08
96593445007	256243010	684277	MENDOZA, MARIA N	21838	SPRINGCREST RD	92557-8563	MENDOZA JOSE TRINIDAD	21838 SPRINGCREST RD	MORENO V	92557	255.40	25.54	50.57	331.50
55799465004	256242042	684277	SANCHEZ, IGNACIO	21861	SPRINGCREST RD	92557-8504	RODRIGUEZ NORA C	21861 SPRINGCREST RD	MORENO V	92557	332.40	33.24	65.82	431.44
94936723001	256243007	684277	RODRIGUEZ, YOLANDA	21886	SPRINGCREST RD	92557-8563	RODRIGUEZ JUVENTINO VALDEZ	21886 SPRINGCREST RD	MORENO V	92557	255.29	25.53	50.55	331.36
53307215001	256242046	684277	TAFOYA, ALFRED AND LIZ	21917	SPRINGCREST RD	92557-8504	RENCH SHAWN A	21917 SPRINGCREST RD	MORENO V	92557	67.70	6.77	13.40	87.86
92429423002	264372007	684277	BAGGETT, SHEILA	22062	SPRINGCREST RD	92557-5901	BAGGETT WILLIAM S	22062 SPRING CREST RD	MORENO V	92557	255.29	25.53	50.55	331.36
88991665006	264372006	684277	GARCIA, JESSIE	22074	SPRINGCREST RD	92557-5901	STEPHENS MICHAEL A	4864 WESTMONT ST	RIVERSIDE	92507	25.31	2.53	5.01	32.84
92021495002	264371028	684277	CORDERO, WILLIAM E	22133	SPRINGCREST RD	92557-5902	CORDERO WILLIAM E	22133 SPRING CREST RD	MORENO V	92557	66.92	6.692	13.25	86.86
31362845001	260361019	684277	HUIE, BROOKE (OWNR)	22541	SPRINGDALE DR	92557-2644	HOFFMAN JUSTIN KYLE	22541 SPRINGDALE DR	MORENO V	92557	191.77	19.18	37.97	248.90
95222745001	260361015	684277	STEWART, APRIL (RENT)	22542	SPRINGDALE DR	92557-2644	WQ INV CORP	15568 BROOKHURST NO 364	WESTMINS	92683	48.19	4.82	9.54	62.54
31090855005	260361014	684277	FOREBES, PAULA	22552	SPRINGDALE DR	92557-2644	FORBES PAULA	22552 SPRINGDALE DR	MORENO V	92557	255.29	25.53	50.55	331.36
52333675001	260362009	684277	RENWRICK, RONALD AND TRACY	22622	SPRINGDALE DR	92557-2600	RENWRICK RONALD	22622 SPRINGDALE DR	MORENO V	92557	255.29	25.53	50.55	331.36
93163173008	260361031	684277	GASCA, ROCIO	22661	SPRINGDALE DR	92557-2602	CORTEZ RAUL	22661 SPRINGDALE DR	MORENO V	92557	141.77	14.18	28.07	184.00
95684045009	260361032	684277	CLARK, PATRICIA	22671	SPRINGDALE DR	92557-2602	BAKER SHIRLEY DECARMO	3836 SHAMROCK AVE	RIVERSIDE	92501	255.29	25.53	50.55	331.36
31262525000	260201002	684277	MEJIA, JAVIER (RENT)	22701	SPRINGDALE DR	92557-9012	SIEGFRIED ANTHONY	21140 PENUNURI PL	MORENO V	92557	127.48	12.75	25.24	165.46
31392585002	260362001	684277	GAMEZ, ANDREW AND VALERIE	22702	SPRINGDALE DR	92557-2678	GAMEZ ANDREW	22702 SPRINGDALE DR	MORENO V	92557	326.45	32.65	64.64	423.72
95931965000	260192003	684277	GRIMES, DENNIS	22791	SPRINGDALE DR	92557-2680	GRIMES DENNIS M	22791 SPRINGDALE DR	MORENO V	92557	23.66	2.37	4.68	30.70
31061815005	260191015	684277	TEMPLE, LORNA (RENT)	22892	SPRINGDALE DR	92557-2677	VO JACQUELINE	1876 ANNE MARIE CT	SAN JOSE	95132	255.40	25.54	50.57	331.50
92472915009	260191010	684277	DIEGO, CONSUELO	22942	SPRINGDALE DR	92557-2604	DIEGO CONSUELO N	944 W DUARTE RD	MONROVI	91016	332.40	33.24	65.82	431.44
53231425009	260191008	684277	COLLINS, WONDELL	22972	SPRINGDALE DR	92557-2604	WQ INV CORP	16161 BOLSA AVE STE 204C	WESTMINS	92683	255.40	25.54	50.57	331.50
90353985008	260272001	684277	MCMULLEN, CAROL	22658	SPRINGMIST DR	92557-2698	MCMULLEN HERBERT J	22658 SPRINGMIST DR	MORENO V	92557	255.40	25.54	50.57	331.50
31581235004	260262003	684277	BLACK, CARLOS	22690	SPRINGMIST DR	92557-2698	SERRATO ALEJANDRO	22690 SPRINGMIST DR	MORENO V	92557	255.18	25.518	50.53	331.22
31413875005	260272004	684277	ESTRELLA, FRANK (OWNR)	22740	SPRINGMIST DR	92557-2638	RUNGE CHARLES A	22740 SPRINGMIST DR	MORENO V	92557	407.52	40.75	80.69	528.96
94853455004	260272007	684277	ALVA, GIL M	22770	SPRINGMIST DR	92557-2638	ESTRELLA FRANK	22770 SPRINGMIST DR	MORENO V	92557	255.29	25.53	50.55	331.36
31251885007	260282009	684277	GRUBBS, MARY	22860	SPRINGMIST DR	92557-2640	GRUBBS MARY M	22860 SPRINGMIST DR	MORENO V	92557	191.66	19.17	37.95	248.76
60615045004	474652018	684277	DURAN, ADAN (OWNR)	25689	SPRUCEWOOD PL	92557-6625	DURAN ADAN	25689 SPRUCEWOOD PL	MORENO V	92553	191.66	19.17	37.95	248.76
31556895007	475170028	684277	THOMAS, MARK (OWNR)	11543	SPYGLASS CIR	92557-5513	DALMIDA JOANIE	11543 SPYGLASS CIR	MORENO V	92557	255.40	25.54	50.57	331.50
54992115000	475170020	684277	COLLIER, JOHN	11572	SPYGLASS CIR	92557-5512	COLLIER JOHN H	11572 SPYGLASS CIR	MORENO V	92557	255.40	25.54	50.57	331.50
31381585005	316153040	684277	LOPEZ, ELIZABETH (OWNR)	16825	ST GEORGE WAY	92551-7427	LOPEZ ARTEMIO H	16825 ST GEORGE WAY	MORENO V	92551	255.40	25.54	50.57	331.50
31373235006	316153051	684277	IBARRA, MANUEL	16840	ST GEORGE WAY	92551-7426	HANLON JEANETTE	16840 ST GEORGE WAY	MORENO V	92551	255.29	25.53	50.55	331.36
67108715002	316153038	684277	ROBINSON, PAULINE	16845	ST GEORGE WAY	92551-7427	GALLO FERNANDO A	16845 ST GEORGE WAY	MORENO V	92553	109.45	10.95	21.67	142.06
93396295009	482283005	684277	FLORES, MARICELA	24329	ST JAMES DR	92553-3592	ZEPEDA DAVID	2097 E WASHINGTON NO 305	COLTON C	92324	255.18	25.518	50.53	331.22
57441975004	482282005	684277	SYLVESTER, STEPHANIE (RENT)	24330	ST JAMES DR	92553-3587	LAM FUK WAN	24330 ST JAMES DR	MORENO V	92553	288.59	28.859	57.14	374.58
95833143001	482282008	684277	VASQUEZ, ANEDENA	24372	ST JAMES DR	92553-3587	VASQUEZ ENEDINA L	24372 ST JAMES DR	MORENO V	92553	409.51	40.95	81.08	531.54
31402675000	482283009	684277	TUIOLOSEGA, TONY	24385	ST JAMES DR	92553-3592	TUIOLOSEGA T	1252 W MCKINLEY RD	SUNNYVAL	94086	83.40	8.34	16.51	108.24
93858603003	482282009	684277	LOGAN, ALTHANIEL	24386	ST JAMES DR	92553-3587	LOGAN ALTHANIEL	24386 ST JAMES DR	MORENO V	92553	255.29	25.53	50.55	331.36
95028605001	482283012	684277	WILLIAMS, GAIL	24435	ST JAMES DR	92553-3571	WILLIAMS GALE MARIE	24435 ST JAMES DR	MORENO V	92553	255.29	25.53	50.55	331.36
31131765006	482283015	684277	ARELLANO, ANA (RENT)	24475	ST JAMES DR	92553-3571	BAUTISTA ABEL	13130 WICHITA WAY	MORENO V	92555	55.40	5.54	10.97	71.90
31645035009	482282015	684277	DE ONATIZ, EDITH	24476	ST JAMES DR	92553-3572	VASQUEZ ALEJANDRO	24476 ST JAMES DR	MORENO V	92553	255.29	25.53	50.55	331.36
72713135004	485201062	684277	QUIONEZ, LUIS (RENT)	24305	ST THOMAS AVE	92551-6900	DROUAILLET CARLOS	24305 ST THOMAS AVE	MORENO V	92551	255.40	25.54	50.57	331.50
96080505002	485201065	684277	MITCHELL, DARYL	24341	ST THOMAS AVE	92551-6900	MITCHELL DARRYL S	24341 ST THOMAS AVE	MORENO V	92551	332.40	33.24	65.82	431.44
97155505001	485201055	684277	LAOS, ADRIAN (OWNR)	24354	ST THOMAS AVE	92551-6960	LAOS ADRIAN F	24354 ST THOMAS AVE	MORENO V	92551	255.40	25.54	50.57	331.50
86339775007	484072065	684277	VALADEZ, ROGER	14148	ST TROPEZ CT	92553-2909	VALADEZ ROGER	14148 ST TROPEZ CT	MORENO V	92553	332.64	33.26	65.86	431.76
68302695004	484072059	684277	RUIZ, PAUL (RENT)	14155	ST TROPEZ CT	92553-2910	CENTER SCOTT	14155 ST TROPEZ CT	MORENO V	92553	179.04	17.90	35.45	232.38
31368645000	484072067	684277	MONTEZUMA, ARIEL AND THERES	14164	ST TROPEZ CT	92553-2909	MOCTEZUMA ARIEL	14164 ST TROPEZ CT	MORENO V	92553	255.29	25.53	50.55	331.36
31166285003	484072057	684277	HEISS, NANCY	14175	ST TROPEZ CT	92553-2910	COONTZ LINDA J	14175 ST TROPEZ CT	MORENO V	92553	255.40	25.54	50.57	331.50
81958375003	485144003	684277	GUERRERO, TOMAS AND ALBA	24282	STACEY AVE	92551-3642	GUERRERO TOMAS	24282 STACEY AVE	MORENO V	92551	255.29	25.53	50.55	331.36
31522695001	485142014	684277	HARRY, RICHARD	24297	STACEY AVE	92551-7679	HARRY RICHARD I	24297 STACEY AVE	MORENO V	92551	255.18	25.518	50.53	331.22
82937165000	485144001	684277	PEREZ, ELIAS	24310	STACEY AVE	92551-7678	PEREZ ELIAS	24310 STACEY AVE	MORENO V	92551	255.29	25.53	50.55	331.36
88440063000	485141009	684277	TORRES, ROBERT (RENT)	24325	STACEY AVE	92551-3645	RAMIREZ MIGUEL	26251 CAMINO LARGO	MORENO V	92555	41.40	4.14	8.20	53.72
98260503008	485142010	684277	HUERTA, RAYMOND	24333	STACEY AVE	92551-3645	HUERTA RAYMOND JOEL	24333 STACEY AVE	MORENO V	92551	255.18	25.518	50.53	331.22
31257365003	485143002	684277	DANIEL, PENNY (RENT)	24340	STACEY AVE	92551-3643	SHAO MING	24373 STACEY AVE	MORENO V	92551	191.33	19.13	37.88	248.34
97123305001	485143003	684277	RAMIREZ, DORA AND IGNACIA	24348	STACEY AVE	92551-3643	RAMIREZ DORA	24348 STACEY AVE	MORENO V	92551	255.29	25.53	50.55	331.36
93301985004	485143006	684277	SHANNON, CHRISTINA	24372	STACEY AVE	92551-3643	MARTINEZ MARIA I	18068 VALLE PACIFICO CT	PERRIS CA	92570	289.94	28.99	57.41	376.34

49634435009	485142005	684277	SHAO, MING	24373	STACEY AVE	92551-3645	SHAO MING	24373 STACEY AVE	MORENO V	92551	255.29	25.53	50.55	331.36
95134995005	485142004	684277	ORTIZ, MARTIN AND MARLENA	24381	STACEY AVE	92551-3645	ORTIZ MARTIN	24381 STACEY AVE	MORENO V	92551	255.29	25.53	50.55	331.36
31116555001	485142002	684277	VALDEZ, RAUL	24397	STACEY AVE	92551-3645	RENTERIA MARIA C	24397 STACEY AVE	MORENO V	92551	215.29	21.53	42.63	279.44
80788325006	485141006	684277	CEJA, AURORA (RENT)	24460	STACEY AVE	92551-3644	LAU CHI MAN EDDIE	15251 METROPOL DR	HACIENDA	91745	105.44	10.54	20.88	136.86
94882585006	487461004	684277	BUNGER, JAMES	13608	STACY LYNN DR	92555-2508	BUNGER JAMES E	13608 STACY LYNN DR	MORENO V	92555	255.29	25.53	50.55	331.36
82090735009	487451005	684277	ALEXANDER, SANDRA (RENT)	13402	STADIUM WAY	92555-3702	MACWAN NILESHKUMAR	13402 STADIUM WAY	MORENO V	92555	228.71	22.871	45.28	296.86
31630255004	260291006	684277	BOLANOS, PRISCILA (RENT)	23962	STAGHORN CIR	92557-2822	BRUCE RODOLFO H	23962 STAGHORN CIR	MORENO V	92557	254.70	25.47	50.43	330.60
95506765002	260291001	684277	GUILLIN, FERNANDO	23967	STAGHORN CIR	92557-2822	GUILIN FERNANDO	23967 STAGHORN CIR	MORENO V	92557	255.29	25.53	50.55	331.36
31133745007	308390037	684277	BRICENO, FABRICIO	26127	STALLION RD	92555-3309	BAXA CHRISTY R	26127 STALLION RD	MORENO V	92555	128.14	12.81	25.37	166.32
31376595003	264333011	684277	KUBE, ROBERT AND ANNA	11701	STAR JASMINE CIR	92557-6027	KUBE ANNA	11701 STAR JASMINE CIR	MORENO V	92557	63.96	6.40	12.66	83.02
31446585006	481162005	684277	PINEDA, VLADIMIR	24713	STARCREST DR	92553-3734	PINEDA BLADIMIR H	24713 STARCREST DR	MORENO V	92553	255.29	25.53	50.55	331.36
97132155003	481162007	684277	MCCOVERY, LOUISE (RENT)	24737	STARCREST DR	92553-3734	SINGH MANPREET K	2924 CLAIRMONT	FULLERTO	92633	25.86	2.59	5.12	33.56
94697755002	304041028	684277	MOORE, JAMES	14515	STARFALL PL	92555-6221	MOORE JAMES D	14515 STARFALL PL	MORENO V	92555	190.29	19.03	37.68	246.98
88718063009	304041032	684277	RUELAS, BRENDA (OWNR)	14524	STARFALL PL	92555-6221	RUELAS BRENDA Y	14524 STARFALL PL	MORENO V	92555	255.29	25.53	50.55	331.36
96400645003	482251006	684277	NUNGARAY, VERONICA (RENT)	14851	STARMONT ST	92553-3921	REYES NORMA J HERNANDEZ	14851 STARMONT ST	MORENO V	92553	90.00	9	17.82	116.82
98139035013	482254018	684277	MAYVILLE, RICHARD AND COREEN	14854	STARMONT ST	92553-3922	MIRON LUIS	14854 STARMONT ST	MORENO V	92553	510.80	51.08	101.14	663
31627735000	482261022	684277	CONTRERAS, BRENDA (RENT)	14961	STARMONT ST	92553-3923	RENNA PATRICIA K	19189 HITCHING POST PL	RIVERSIDE	92508	63.96	6.40	12.66	83.02
97092855002	474581021	684277	CLOUD, CONSTANCE H	10265	STARSHINE DR	92557-3201	CLOUD CONSTANCE H	10265 STARSHINE DR	MORENO V	92557	332.40	33.24	65.82	431.44
31573495006	316062008	684277	POWELL, DESHAN (RENT)	16136	STARVIEW ST	92551-7205	DALLIN	5440 TRABUCO RD NO H200	IRVINE CA	92620	105.44	10.54	20.88	136.86
31326525003	316062005	684277	GREENE, DWON (OWNR)	16172	STARVIEW ST	92551-7205	MAIO DIYA	8 W PAMELA BLV	ARCADIA C	91007	155.40	15.54	30.77	201.70
31115745004	316062003	684277	ZUNIGA, KYLE (RENT)	16196	STARVIEW ST	92551-7272	LE LING	16196 STARVIEW ST	MORENO V	92557	255.40	25.54	50.57	331.50
31199835009	316093004	684277	MUNOZ, JOSE	16271	STARVIEW ST	92551-7215	MAN CORNEL	10421 S AMIES RD	ANAHEIM	92804	74.34	7.43	14.72	96.48
93809485001	316093007	684277	BALL, MARY	16307	STARVIEW ST	92551-7274	BALL MARY C	16307 STARVIEW ST	MORENO V	92551	55.29	5.53	10.95	71.76
91632115007	316091015	684277	SOMBRITO, CATHRINE	16316	STARVIEW ST	92551-7273	SOMBRITO CATHERINE	16316 STARVIEW ST	MORENO V	92551	255.18	25.518	50.53	331.22
91665053009	316091014	684277	PARTIDA, DANIA	16328	STARVIEW ST	92551-7216	TALAVERA LAURA	16328 STARVIEW ST	MORENO V	92551	255.29	25.53	50.55	331.36
92204975003	316093010	684277	MINGO, MICHAEL (RENT)	16343	STARVIEW ST	92551-7217	VARELA MARY VIRGINIA	16343 STARVIEW ST	MORENO V	92551	63.63	6.363	12.60	82.58
94557965004	316091009	684277	NUNURA, OSWANDO AND LOURD	16388	STARVIEW ST	92551-7216	COMPTON MARIELLA	5562 W 82TH ST	LOS ANGE	90045	31.38	3.14	6.21	40.72
66734985009	316091008	684277	LYONS, MARK	16400	STARVIEW ST	92551-7218	LYONS ELVIS E	16400 STARVIEW ST	MORENO V	92551	284.20	28.42	56.27	368.88
31655405000	474351006	684277	BARTELL, MRS AND MR	11525	STEEPLE CHASE DR	92555-1746	PAYNE MARY LINDA	11525 STEEPLE CHASE DR	MORENO V	92555	332.40	33.24	65.82	431.44
91101513009	474352005	684277	PETERS, MICHEAL	11540	STEEPLE CHASE DR	92555-1745	PETERS MICHAEL A	11540 STEEPLE CHASE DR	MORENO V	92555	332.40	33.24	65.82	431.44
31635425008	474361026	684277	KHATTAB, MAHMOUD	11665	STEEPLE CHASE DR	92555-1706	KHATTAB OMAR M	11665 STEEPLE CHASE DR	MORENO V	92555	255.40	25.54	50.57	331.50
31367975002	474361027	684277	BARNETT, ALICIA	11685	STEEPLE CHASE DR	92555-1706	BARNETT THOMAS	11685 STEEPLE CHASE DR	MORENO V	92555	255.40	25.54	50.57	331.50
93930785002	474382001	684277	TORRES, TOM	11910	STEEPLE CHASE DR	92555-1750	TORRES KATHLEEN	11910 STEEPLE CHASE DR	MORENO V	92555	255.29	25.53	50.55	331.36
98326235014	479113046	684277	SEEGER, SHERRY	25418	STEFFY CIR	92553-4232	SEEGER MICHAEL ERIC	25418 STEFFY CIR	MORENO V	92553	255.29	25.53	50.55	331.36
65139745003	479113034	684277	CORONA, MARIA G	25447	STEFFY CIR	92553-4252	ROMAN MARTIN E	25447 STEFFY CIR	MORENO V	92553	255.29	25.53	50.55	331.36
31613615005	479113037	684277	CASTELLON, FRANCISCO JAVIER	25485	STEFFY CIR	92553-4252	CASTELLON FRANCISCO J	25485 STEFFY CIR	MORENO V	92553	332.40	33.24	65.82	431.44
31246155000	304561016	684277	ALLEN, TROY (OWNR)	14860	STEPHENSON ST	92555-6327	ROBINSON SCOTT FELICIA	14865 STEPHENSON ST	MORENO V	92555	255.40	25.54	50.57	331.50
31095345002	304080012	684277	DOZIER, WILLITTE	14876	STEPHENSON ST	92555-6327	DOZIER ANDREW	14876 STEPHENSON ST	MORENO V	92555	255.40	25.54	50.57	331.50
59154605009	304080010	684277	TAYLOR, KIT (RENT)	14892	STEPHENSON ST	92555-6323	MALVA PROP	23052 ALICIA PKY NO HM611	MISSION V	92692	211.49	21.149	41.88	274.5
31092045002	304560033	684277	RAMIREZ, JENNIFER	14917	STEPHENSON ST	92555-6329	RAMIREZ RALPH G	14917 STEPHENSON ST	MORENO V	92555	180.94	18.09	35.83	234.86
91974605000	478201059	684277	ESQUIVEL, JOHN	28822	STEVENS AVE	92555-8255	ESQUIVEL JOHN	28822 STEVENS AVE	MORENO V	92555	255.29	25.53	50.55	331.36
71833045000	478202083	684277	RESINGER, BILLIE	28845	STEVENS AVE	92555-8258	RESINGER BILLIE JO	28845 STEVENS AVE	MORENO V	92555	255.18	25.518	50.53	331.22
74041575005	478201060	684277	CARBAJAL, JUAN	28890	STEVENS AVE	92555-8255	CARBAJAL JUAN	28890 STEVENS AVE	MORENO V	92555	445.88	44.59	88.28	578.74
74829375005	478202042	684277	ARIAS, YOLANDA	28959	STEVENS AVE	92555-8223	ARIAS JOSE LUIS	28959 STEVENS AVE	MORENO V	92555	255.18	25.518	50.53	331.22
71832195000	478202041	684277	BROWN, KRISTY	28971	STEVENS AVE	92555-8223	BROWN GEORGE E	28971 STEVENS AVE	MORENO V	92555	255.29	25.53	50.55	331.36
90621123009	478192032	684277	SAMPSON, NIKI (RENT)	29103	STEVENS AVE	92555-8314	BROOKS WILLIAM N	29103 STEVENS AVE	MORENO V	92553	255.40	25.54	50.57	331.50
89069573009	478191025	684277	MARTINEZ, TERESA T	29106	STEVENS AVE	92555-8313	GUTIERREZ AUGUSTIN ALVAREZ	29106 STEVENS AVE	MORENO V	92555	332.64	33.26	65.86	431.76
96505855004	478191036	684277	HADLEY, TAMMY (RENT)	29230	STEVENS AVE	92555-8319	HARRISON THOMAS J	28699 CARNOUSTIE AVE	MORENO V	92555	334.51	33.451	66.23	434.18
31372655009	479322001	684277	LARA, MARTHA	13510	STOCKBROOK RD	92553-4834	LARA ESTEBAN	13510 STOCKBROOK RD	MORENO V	92553	63.96	6.40	12.66	83.02
31344495002	479322004	684277	MURRILO, MARTHA	13546	STOCKBROOK RD	92553-4834	ORDONEZ JESUS MURILLO	13546 STOCKBROOK RD	MORENO V	92553	255.18	25.518	50.53	331.22
31625855008	479322009	684277	SIC, IRIS	13606	STOCKBROOK RD	92553-4806	SIC BENJAMIN	13606 STOCKBROOK RD	MORENO V	92553	255.29	25.53	50.55	331.36
96292145009	479321009	684277	FISHER, ROBERT AND LISA	13641	STOCKBROOK RD	92553-4835	MONTANO JOSE	13641 STOCKBROOK RD	MORENO V	92553	255.29	25.53	50.55	331.36
31606125002	479321008	684277	HAROS, YOLANDA (RENT)	13653	STOCKBROOK RD	92553-4835	URRUTIA MELITON	13653 STOCKBROOK RD	MORENO V	92553	79.37	7.937	15.72	103.02
88248175004	479321007	684277	MENDOZA, AMPARO	13665	STOCKBROOK RD	92553-4835	MENDOZA JOSE J	13665 STOCKBROOK RD	MORENO V	92553	216.22	21.62	42.81	280.64
31338485006	479322015	684277	PINEDA, ELSA AND BERNARDO	13678	STOCKBROOK RD	92553-4806	SANCHEZ BERNARDO PORFIRIO	13678 STOCKBROOK RD	MORENO V	92553	22.35	2.24	4.43	29.00
97441235002	479321004	684277	REYES, JOSE	13701	STOCKBROOK RD	92553-4873	CANCHOLA CECILIA	13701 STOCKBROOK RD	MORENO V	92553	255.40	25.54	50.57	331.50
94577435004	479321001	684277	CONTRERAS, LETICIA	13747	STOCKBROOK RD	92553-4873	CONTRERAS MONICA	13747 STOCKBROOK RD	MORENO V	92553	224.64	22.46	44.48	291.58
49604965000	478210068	684277	POUTOUS, STEVEN	13680	STODDARD ST	92555-8224	SIEGLE MICHAEL J	13680 STODDARD ST	MORENO V	92555	409.88	40.99	81.16	532.02
31314795002	478166026	684277	MARTINEZ, VICTOR (OWNR)	14360	STODDARD ST	92555-6921	MARTINEZ MARIA	14360 STODDARD ST	MORENO V	92555	255.40	25.54	50.57	331.50
93881705004	485152015	684277	RHYNES, ANDREW	24070	STONEBRIDGE CT	92551-7613	WATSON MARJORIE L	24070 STONEBRIDGE CT	MORENO V	92551	332.40	33.24	65.82	431.44
93515455000	485152014	684277	COAUSTRO, ADAM	24076	STONEBRIDGE CT	92551-7613	CLAUSTRO ADAM H	24076 STONEBRIDGE CT	MORENO V	92551	255.40	25.54	50.57	331.50
31447445004	485153014	684277	COLVIN, AMBER	24146	STONEBRIDGE CT	92551-7625	BALTIERRA SANDRA	24146 STONEBRIDGE CT	MORENO V	92551	255.40	25.54	50.57	331.50
97109435003	485152036	684277	ANTOINE, ANNDREA (RENT)	24163	STONEBRIDGE CT	92551-7617	HO HENRY HOI	9561 WOODBURY AVE	GARDEN G	92844	172.30	17.23	34.22	223.64
64943715005	485152038	684277	PATRIARCO, JUSTIN	24179	STONEBRIDGE CT	92551-7617	PATRIARCO JUSTIN P	24179 STONEBRIDGE CT	MORENO V	92551	255.29	25.53	50.55	331.36
97094165003	485152039	684277	SMITH, LA VONNE (RENTER)	24185	STONEBRIDGE CT	92551-7617	RAMIREZ JOSE	24185 STONEBRIDGE CT	MORENO V	92551	123.86	12.386	24.52	160.76

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97094175001	485152040	684277	BURNS, DEBRA A	24193	STONEBRIDGE CT	92551-7617	BURNS DEBRA A	24193 STONEBRIDGE CT	MORENO V	92551	255.29	25.53	50.55	331.36
93205045005	304550016	684277	SIMS, JAMES (OWNR)	28047	STONEGATE CT	92555-6372	SIMS JAMES C	28047 STONEGATE CT	MORENO V	92555	29.71	2.97	5.88	38.56
31440845005	482501021	684277	MADDOX, LORA	14141	STONEHURST DR	92553-6732	MADDOX LORA	14141 STONEHURST	MORENO V	92551	332.64	33.26	65.86	431.76
88814945002	482501017	684277	RAMIREZ, JORGE (OWNR)	14142	STONEHURST DR	92553-6729	RAMIREZ JORGE A	14142 STONEHURST DR	MORENO V	92553	62.59	6.26	12.39	81.24
31500555006	482501016	684277	GOMEZ, MANUEL (OWNR)	14158	STONEHURST DR	92553-6729	GOMEZ MANUEL	14158 STONEHURST DR	MORENO V	92553	313.23	31.32	62.02	406.56
96002805003	482501026	684277	BIRR, MELVIN	14213	STONEHURST DR	92553-6761	BIRR MELVIN O	14213 STONEHURST DR	MORENO V	92553	332.40	33.24	65.82	431.44
31300195007	482313013	684277	JURLS, KATHLEEN	14265	STONEHURST DR	92553-2434	JURLS KATHLEEN	14265 STONEHURST DR	MORENO V	92553	255.40	25.54	50.57	331.50
95427775009	482313008	684277	PEREZ, LAURA	14343	STONEHURST DR	92553-3579	PEREZ LAURA	14343 STONEHURST DR	MORENO V	92553	332.40	33.24	65.82	431.44
54528815005	484283015	684277	CORTES, MARIA	25561	STONEYBROOK DR	92553-5080	BANK OF AMERICA	400 NATIONAL WAY	SIMI VALLE	93065	255.40	25.54	50.57	331.50
31165475005	484283006	684277	CARO, HUGO	25651	STONEYBROOK DR	92553-5029	GARCIA SALVADOR	25651 STONEYBROOK DR	MORENO V	92553	332.16	33.216	65.77	431.14
96246355000	484283003	684277	JACKSON, CHERYL (RENT)	25681	STONEYBROOK DR	92553-5029	HOOKS DAVID GERALD	4338 SUNNY LN	YORBA LIN	92886	241.53	24.15	47.82	313.50
81246345000	260181010	684277	HUETA, VERONICA (RENT)	23274	STONY CREEK WAY	92557-3809	HUERTA VERONICA	23274 STONY CREEK WAY	MORENO V	92557	175.40	17.54	34.73	227.66
93563215001	260182026	684277	VOGEL, HELGA	23311	STONY CREEK WAY	92557-3810	WILLIAMS RENALE	23311 STONY CREEK WAY	MORENO V	92557	226.73	22.67	44.89	294.28
1.01026E+11	260181001	684277	CHAMBERS, DAWN AND DARY (RE	23346	STONY CREEK WAY	92557-3812	LOUDEN	5440 TRABUCCO RD NO H2001	IRVINE CA	92620	255.40	25.54	50.57	331.5
64574255004	260171018	684277	WOODAL, MICHELLE	23370	STONY CREEK WAY	92557-3812	WOODALL BRUCE E	23370 STONY CREEK WAY	MORENO V	92557	205.29	20.53	40.65	266.46
31522375008	308571011	684277	LEMON, KENYON	26923	STORRIE LAKE DR	92555-4959	LEMON KENYON	26923 STORRIE LAKE DR	MORENO V	92555	132.65	13.27	26.26	172.16
96988275004	308571007	684277	YUEN, CHOONG-WAI	26963	STORRIE LAKE DR	92555-4959	RIVAS FELIPE	26963 STORRIE LAKE DR	MORENO V	92555	255.29	25.53	50.55	331.36
31129905001	308570002	684277	HICKS, LATISH (RENT)	26970	STORRIE LAKE DR	92555-4958	HERNANDEZ RAFAEL P	26970 STORRIE LAKE DR	MORENO V	92555	265.74	26.57	52.62	344.92
88216535006	308571003	684277	BOTELLO, CHERYL (OWNR)	27003	STORRIE LAKE DR	92555-4961	SWATMAN CHERYL M	27003 STORRIE LAKE DR	MORENO V	92555	219.03	21.90	43.37	284.30
31139655002	308571001	684277	HARDSON, KENNETH (RENT)	27023	STORRIE LAKE DR	92555-4961	PRADO GRACIELA	27023 STORRIE LAKE DR	MORENO V	92553	201.22	20.12	39.84	261.18
1.00706E+11	291433013	684277	WALKER, DAMON	22586	STRATFORD CT	92557-6861	WALKER DAMON A	22586 STRATFORD CT	MORENO V	92557	255.29	25.53	50.55	331.36
31484045001	291433012	684277	CLEMENT, CHERRY	22596	STRATFORD CT	92557-6861	CLEMENT CHERRY	22596 STRATFORD CT	MORENO V	92557	255.29	25.53	50.55	331.36
31150925003	291433009	684277	BRUCE, MOLLY	22618	STRATFORD CT	92557-6816	BRUCE JEFFREY	22618 STRATFORD CT	MORENO V	92557	396.22	39.62	78.45	514.28
62131865007	478400010	684277	DIAZ, DENISE AND REYNA (OWNR	28604	STRAUSS LN	92555-6742	DIAZ DENISE E	28604 STRAUSS LN	MORENO V	92555	35.50	3.55	7.03	46.06
94416053004	478400011	684277	WALKER, DEBRA	28610	STRAUSS LN	92555-6742	WALKER WINFRED	28610 STRAUSS LN	MORENO V	92555	255.29	25.53	50.55	331.36
57503665006	478302003	684277	ZALDIVAR, FRANK	28743	STRAUSS LN	92555-6748	MCVEIGH BLAKE	28743 STRAUSS LN	MORENO V	92555	255.18	25.518	50.53	331.22
90626905004	484151001	684277	JACOME, EDUARDO	14376	STUARD DR	92553-4954	JSM PROP MANAGEMENT INC	14260 VICTOR DR	MORENO V	92553	55.63	5.56	11.01	72.20
31580695009	484153010	684277	MEJIA, XIOMARA	14419	STUARD DR	92553-4955	MEJIA XIOMARA K	14419 STUARD DR	MORENO V	92553	191.77	19.18	37.97	248.90
89012753001	484151004	684277	DE REAL, VERONICA AND JUAN (R	14422	STUARD DR	92553-4954	DELACRUZ JOSE	25615 GALA CIR	SUN CITY	92585	202.43	20.243	40.08	262.74
91073075002	484153009	684277	RODRIGUEZ, ESTEBAN (RENT)	14433	STUARD DR	92553-4955	LABRA MARTIN ORTIZ	14433 STUARD DR	MORENO V	92553	255.40	25.54	50.57	331.50
88054865001	484151006	684277	DAVIS, SHANIQUE (RENT)	14450	STUARD DR	92553-4954	NGUYEN THUY NGOC THANH	12361 PINE ST	GARDEN G	92840	209.76	20.98	41.53	272.26
97517705000	484153007	684277	ALI, RODA	14463	STUARD DR	92553-4955	ALI RODA K	14463 STUARD DR	MORENO V	92553	332.40	33.24	65.82	431.44
75089915002	479612006	684277	RUBIO, JOSE	25569	STUYVESANT ST	92557-7626	RUBIO JOSE ERADIO	25569 STUYVESANT ST	MORENO V	92557	332.40	33.24	65.82	431.44
85420245008	479615013	684277	RUBIO, ARLENA AND JUAN	25604	STUYVESANT ST	92557-7625	RUBIO JUAN	25604 STUYVESANT ST	MORENO V	92557	380.88	38.09	75.41	494.38
96015113000	479614006	684277	GAMBLE, SANDRA	25665	STUYVESANT ST	92557-7627	GAMBLE SANDRA	25665 STUYVESANT ST	MORENO V	92557	340.64	34.06	67.45	442.14
91802995001	479614009	684277	ACOSTA, ELSA (OWNR)	25701	STUYVESANT ST	92557-7627	CONTRERAS CESAR	25701 STUYVESANT ST	MORENO V	92557	191.77	19.18	37.97	248.90
31588395005	479614010	684277	MARTINEZ, ROBERT AND DOROTH	25713	STUYVESANT ST	92557-7627	YOUNG BRUCE M	29670 SKYLINE DR	TEHACHAP	93561	109.17	10.92	21.62	141.70
71899975005	316143024	684277	PLUMMER, TED	24768	SUBURBAN LN	92551-7468	PLUMMER THEODORE W	24768 SUBURBAN LN	MORENO V	92551	128.03	12.80	25.35	166.18
31146825002	316153057	684277	MALDONADO, PASCUAL AND KAT	24876	SUBURBAN LN	92551-7430	MALDONADO PASCUAL C	24876 SUBURBAN LN	MORENO V	92551	255.40	25.54	50.57	331.50
97108865004	264153038	684277	CALHUAN, KIMBERLY (OWNR)	11897	SUGAR CREEK CT	92557-6168	MOORE KIMBERLY ROCHELLE C	11897 SUGAR CREEK CT	MORENO V	92557	192.03	19.20	38.02	249.24
31491035008	264153031	684277	GRAYSON, EUGINA (OWNR)	11948	SUGAR CREEK CT	92557-6120	GRAYSON EUGINA Z	11948 SUGAR CREEK CT	MORENO V	92557	255.40	25.54	50.57	331.50
31439295002	264153046	684277	JENKINS, LISA (RENT)	11959	SUGAR CREEK CT	92557-6168	GREGORY ADAM W	11959 SUGAR CREEK CT	MORENO V	92557	232.92	23.29	46.12	302.32
87586485003	264153029	684277	GOUDEAU, ANGELIQUE (RENT)	11964	SUGAR CREEK CT	92557-6120	QUINTOS MARIA DE JESUS	11964 SUGAR CREEK CT	MORENO V	92557	35.59	3.56	7.05	46.18
97701835003	264153047	684277	VILLEGAS, TERESA	11967	SUGAR CREEK CT	92557-6168	HARGREAVES DEANNA E	11967 SUGAR CREEK CT	MORENO V	92557	255.29	25.53	50.55	331.36
31578755000	264153028	684277	CONDON, PERRY	11972	SUGAR CREEK CT	92557-6120	CITIMORTGAGE INC	20 COMMERCE DR	OFALLON	63366	255.40	25.54	50.57	331.50
70183755001	479292009	684277	REED, THOMAS (RENT)	25202	SUGAR HILL RD	92553-6522	NOVAK KAREN	P O BOX 6599	LA QUINTA	92248	94.58	9.458	18.73	122.76
93126985005	479292007	684277	OLALDE, LUIS (RENT)	25213	SUGAR HILL RD	92553-6523	GOURDINE ERIK P	25215 BAY AVE	MORENO V	92553	119.77	11.98	23.71	155.46
31618065009	479292008	684277	DIXON, ANGELA (RENT)	25214	SUGAR HILL RD	92553-6522	HICKS GLORIA	25214 SUGAR HILL RD	MORENO V	92553	310.83	31.08	61.54	403.44
31414555000	479291011	684277	PEREZ, ERIC (OWNR)	25233	SUGAR HILL RD	92553-6524	PEREZ ERIC	25233 SUGAR HILL RD	MORENO V	92553	460.33	46.03	91.15	597.50
49298505008	479291029	684277	GONZALEZ, BRENDA (RENT)	25266	SUGAR HILL RD	92553-6522	PONCE LUCIANO	25266 SUGAR HILL RD	MORENO V	92553	255.40	25.54	50.57	331.50
31579105005	487332014	684277	SAN TEE, JOHN	26856	SUGARCANE DR	92555-3535	MCLEAN MYRA	26856 SUGARCANE DR	MORENO V	92555	128.03	12.80	25.35	166.18
96210045002	308592016	684277	PREVOST, HANA (OWNR)	26873	SUGARITE CANYON DR	92555-9102	PREVOST HANA M	26873 SUGARITE CANYON DR	MORENO V	92555	255.40	25.54	50.57	331.50
91983815007	308590009	684277	WIDJAJA, JOSEPH (OWNR)	26890	SUGARITE CANYON DR	92555-9102	WIDJAJA JOSEF	26890 SUGARITE CANYON DR	MORENO V	92555	255.40	25.54	50.57	331.50
84274675009	308590010	684277	TOLEDO, JANINE (OWNR)	26900	SUGARITE CANYON DR	92555-9102	TOLEDO JANIE	26900 SUGARITE CANYON DR	MORENO V	92555	119.61	11.96	23.68	155.24
96289335005	308592008	684277	HARRIS, PATRICE	26953	SUGARITE CANYON DR	92555-9103	HARRIS FRED	26953 SUGARITE CANYON DR	MORENO V	92555	255.40	25.54	50.57	331.50
95433855000	308591002	684277	BROWN, CAROLYN D (OWNR)	26980	SUGARITE CANYON DR	92555-9103	BROWN CAROLYN D	26980 SUGARITE CANYON DR	MORENO V	92555	55.40	5.54	10.97	71.9
94494225006	264092020	684277	JOHNSON, ALEDA (RENT)	11049	SULTAN ST	92557-4916	CHAN EDWARD	11049 SULTAN ST	MORENO V	92557	159.46	15.946	31.57	206.96
31400165001	264092021	684277	GARCIA, ROLANDO J	11055	SULTAN ST	92557-4916	GARCIA ROLANDO J	11055 SULTAN ST	MORENO V	92557	255.29	25.53	50.55	331.36
31144625009	264092022	684277	LEE, JOI (RENT)	11061	SULTAN ST	92557-4916	SAYCHAREUN AMNOY	5443 WILD SAGE PL	CHINO HIL	91709	63.63	6.363	12.60	82.58
85609895009	264092028	684277	WALKER, BEVERLY	11081	SULTAN ST	92557-4917	SILVA NEFTALI P	11081 SULTAN ST	MORENO V	92557	255.18	25.518	50.53	331.22
65820405009	264092029	684277	DAVIS, RICKEY	11091	SULTAN ST	92557-4917	HICKS VERNON	24255 RIMVIEW RD	MORENO V	92557	255.29	25.53	50.55	331.36
82712345000	264092030	684277	TILLMANNS, DAN	11103	SULTAN ST	92557-4917	TILLMANNS DANIEL	11103 SULTAN ST	MORENO V	92551	255.29	25.53	50.55	331.36
31579525007	474562019	684277	CRAMER, DOCK (OWNR)	10562	SUMMER BREEZE DR	92557-4213	CRAMER DOCK L	10562 SUMMER BREEZE DR	MORENO V	92557	255.40	25.54	50.57	331.50
91800163009	291583030	684277	VILLALOBOS, SHERYL	22253	SUMMER HOLLY AVE	92553-6910	VILLALOBOS ROMULO B	22253 SUMMER HOLLY AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31356665000	291583024	684277	TAYLOR, SUSAN (RENT)	22272	SUMMER HOLLY AVE	92553-6906	XU YURONG	354 N VIA COLINAS	WESTLAKE	91362	190.87	19.09	37.79	247.74

86134695009	291583007	684277	NANGPI, MARVIN	22339	SUMMER HOLLY AVE	92553-6913	NANGPI MARVIN C	22339 SUMMER HOLLY AVE	MORENO V	92553	102.68	10.27	20.33	133.26
94206255007	291583009	684277	BURNS, ENID (RENT)	22359	SUMMER HOLLY AVE	92553-6913	CHANG STUART	4950 TUWA CT	RIVERSIDE	92507	191.77	19.18	37.97	248.90
82209035002	291583012	684277	MINNIFIELD, TREVA (RENT)	22373	SUMMER HOLLY AVE	92553-6913	GU XIAO YANG	22373 SUMMER HOLLY AVE	MORENO V	92553	157.50	15.75	31.19	204.42
31479415003	475312017	684277	SOLARES, LUZ	24515	SUMMERFIELD DR	92557-5130	SOLARES AMANCIO	24515 SUMMERFIELD DR	MORENO V	92557	255.29	25.53	50.55	331.36
31306135007	475311003	684277	SELNICK, PENPIT	24530	SUMMERFIELD DR	92557-5129	MARTINEZ RAMON	24530 SUMMERFIELD DR	MORENO V	92557	307.33	30.73	60.85	398.90
31510695006	475311009	684277	WINSTON, AMBER (RENT)	24590	SUMMERFIELD DR	92557-5129	CHENG SHU	20736 E WALNUT CANYON RD	WALNUT (	91789	249.40	24.94	49.38	323.72
31586705004	475352008	684277	LAIRD, LESLIE (OWNR)	24698	SUMMERFIELD DR	92557-5131	LAIRD LESLIE S	24698 SUMMERFIELD DR	MORENO V	92557	255.29	25.53	50.55	331.36
62595505009	474553012	684277	ROBERSON, DAVID	24886	SUN STREAM CIR	92557-4206	WATSON WILLIAM B	20832 E YELLOW FEATHER	WALNUT (	91789	255.18	25.518	50.53	331.22
64341265006	482682079	684277	PERKINS, DEBORAH AND DONALD	24105	SUN VALLEY RD	92553-5112	GAO SHENG YUN	149 DIAMOND ST NO C	ARCADIA (	91106	128.14	12.81	25.37	166.32
96384885008	482673008	684277	TAJIMAROA, JOSE F	24143	SUN VALLEY RD	92553-7611	TAJIMAROA JOSE FLORES	24143 SUN VALLEY RD	MORENO V	92553	255.40	25.54	50.57	331.50
31197335008	482674002	684277	HALL, WINDI (RENT)	24158	SUN VALLEY RD	92553-7610	WATTS NATALIE M	24158 SUN VALLEY RD	MORENO V	92553	255.40	25.54	50.57	331.50
93728505009	482674003	684277	PALONARAZ, MARIA (RENT)	24168	SUN VALLEY RD	92553-7610	IRIARTE SALVADOR	24168 SUN VALLEY RD	MORENO V	92553	353.27	35.33	69.95	458.54
82203615003	482674005	684277	LEDBETTER, PAUL AND ROSIE	24186	SUN VALLEY RD	92553-7646	LEDBETTER PAUL A	24186 SUN VALLEY RD	MORENO V	92553	128.40	12.84	25.42	166.66
94020553009	482673001	684277	GIL, ROSA (RENT)	24205	SUN VALLEY RD	92553-5114	SALDANA ALEJANDRO	24205 SUN VALLEY RD	MORENO V	92553	309.76	30.98	61.33	402.06
31326035006	482672019	684277	PETRUSAN, PATRICIA (OWNR)	24241	SUN VALLEY RD	92553-7637	PETRUSAN PATRICIA	24241 SUN VALLEY RD	MORENO V	92553	255.40	25.54	50.57	331.50
31128475003	482674013	684277	BAUTISTA, VERONICA (RENT)	24256	SUN VALLEY RD	92553-7636	HERNANDEZ ISMAEL	24256 SUN VALLEY RD	MORENO V	92553	255.40	25.54	50.57	331.50
31489325001	482672013	684277	CONTRERAS, QUENIA	24309	SUN VALLEY RD	92553-7648	ANDRADE BALDEMAR	24309 SUN VALLEY RD	MORENO V	92553	255.29	25.53	50.55	331.36
72072535001	482671007	684277	CARLOS, RICARDO (RENT)	24320	SUN VALLEY RD	92553-7647	FUENTES RAUL	11915 CARL ST	LAKE VIEW	91342	255.40	25.54	50.57	331.50
31223005001	482672009	684277	LEE, TRISHCINA	24351	SUN VALLEY RD	92553-7648	JACKSON BENJAMIN J	2422 DIAMOND DR	CHINO HIL	91709	255.40	25.54	50.57	331.50
94737743009	296072001	684277	PALOMINOS, LORENA (OWNR)	13012	SUNBIRD DR	92553-5698	PAPPO SAMUEL	13012 SUNBIRD DR	MORENO V	92553	95.40	9.54	18.89	123.82
81768975000	296072006	684277	IGNACIO, GLORIA	13076	SUNBIRD DR	92553-5698	IGNACIO GLORIA D	13076 SUNBIRD DR	MORENO V	92553	255.29	25.53	50.55	331.36
31266285001	296083002	684277	LOPEZ, RUBEN	13138	SUNBIRD DR	92553-5685	LOPEZ LORI A	13138 SUNBIRD DR	MORENO V	92553	255.29	25.53	50.55	331.36
97618205001	296082007	684277	NGUNJIRI, MUMBI	13215	SUNBIRD DR	92553-5649	NGUNJIRI MUMBI L	13215 SUNBIRD DR	MORENO V	92553	255.29	25.53	50.55	331.36
81609175004	296261004	684277	MARTE, ALVIN	13673	SUNBRIGHT DR	92553-6057	BRONSTEIN SERGE	13673 SUNBRIGHT DR	MORENO V	92553	255.29	25.53	50.55	331.36
89941045001	296262021	684277	REYNA, LUZ (RENT)	13734	SUNBRIGHT DR	92553-6009	REYNA LUZ	13734 SUNBRIGHT DR	MORENO V	92553	255.29	25.53	50.55	331.36
93886755002	296124002	684277	BUTLER, MARY (RENT)	23549	SUNCREST AVE	92553-3264	PENNIMAN LOUISE	16227 ABEDUL ST	MORENO V	92551	118.27	11.83	23.42	153.50
72049805002	296124010	684277	ARELLANO, SERENA	23655	SUNCREST AVE	92553-3221	ARELLANO SERENA	23655 SUNCREST AVE	MORENO V	92553	44.73	4.473	8.86	58.04
31503015004	296126011	684277	TERRELL, ZARA (RENT)	23660	SUNCREST AVE	92553-3265	MEAD JOEL A	PO BOX 10396	MORENO V	92552	65.28	6.528	12.93	84.72
1.01924E+11	296126017	684277	REILLY, JOHN	23736	SUNCREST AVE	92553-3282	REILLY JOHN J	23736 SUNCREST AVE	MORENO V	92553	255.40	25.54	50.57	331.50
87482945009	296141011	684277	OCHOA, MARCO	23759	SUNCREST AVE	92553-3209	FARIAS CHRYSTIAN	23759 SUNCREST AVE	MORENO V	92553	255.29	25.53	50.55	331.36
92920915007	296142002	684277	AMEZCUA, ISAC (RENT)	23770	SUNCREST AVE	92553-3282	RIVERA JOSEPH M	23770 SUNCREST AVE	MORENO V	92553	282.88	28.288	56.01	367.16
31346265005	296142006	684277	ORTEGA, MILTON	23810	SUNCREST AVE	92553-3267	ORDONEZ ALFREDO ANTONIO	23810 SUNCREST AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31211015004	296141005	684277	CLAYTON, LACHELLE	23829	SUNCREST AVE	92553-3269	MIMMS LATASHA J	23829 SUNCREST AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31251985006	296143007	684277	PERAZZA, JAZMIN (RENT)	23830	SUNCREST AVE	92553-3286	PERAZZO JASMINE M	23830 SUNCREST AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31555135009	296143010	684277	JOHNSON, LEE (RENT)	23860	SUNCREST AVE	92553-3286	RUBALCABA MARIA TOVAR	23860 SUNCREST AVE	MORENO V	92553	255.40	25.54	50.57	331.50
95503275002	296145010	684277	MORALES, AILIA	23956	SUNCREST AVE	92553-3288	URIOSTEGUI AILIA	23956 SUNCREST AVE	MORENO V	92553	255.29	25.53	50.55	331.36
98200483008	475353008	684277	HARRISON, CHRIS	24712	SUNDAY DR	92557-5103	HARRISON CHRIS	P O BOX 4613	RANCHO C	91729	255.29	25.53	50.55	331.36
31530105008	475353011	684277	BARRAGAN, LUPE	24746	SUNDAY DR	92557-5103	DEROBLES SAMUEL	P O BOX 740198	SAN DIEGC	92174	255.40	25.54	50.57	331.50
91846185008	475050010	684277	IBARRA, ANGELICA (OWNR)	24790	SUNDAY DR	92557-5103	HERNANDEZ DAVID	24790 SUNDAY DR	MORENO V	92557	32.64	3.26	6.46	42.36
96207775004	475050011	684277	DURAN, JAIME (RENT)	24802	SUNDAY DR	92557-5141	VALLE EDUARDO DIAZ	24802 SUNDAY DR	MORENO V	92557	112.99	11.299	22.37	146.66
31549905000	475050019	684277	REED, CECELIA	24841	SUNDAY DR	92557-5104	REED CECELIA N	24841 SUNDAY DR	MORENO V	92557	255.29	25.53	50.55	331.36
90089363008	475050018	684277	VELOZ, CHARLENE	24847	SUNDAY DR	92557-5104	VELOZ RONNIE J	24847 SUNDAY DR	MORENO V	92557	255.29	25.53	50.55	331.36
31475125002	475122004	684277	COOPER, FRANCIS	24457	SUNDIAL WAY	92557-5501	COOPER FRANCES M	24457 SUNDIAL WAY	MORENO V	92554	63.96	6.40	12.66	83.02
31299035005	475132003	684277	MENDOZA, CLEMA	24591	SUNDIAL WAY	92557-5609	MENDOZA CLEMA S	24591 SUNDIAL WAY	MORENO V	92557	255.40	25.54	50.57	331.50
59830495008	475133007	684277	LOPEZ, GABRIELA	24758	SUNDIAL WAY	92557-5611	PEREZ GONZALO LOPEZ	24758 SUNDIAL WAY	MORENO V	92557	155.29	15.53	30.75	201.56
69871795006	475132010	684277	RAINER, LESLIE (RENT)	24769	SUNDIAL WAY	92557-5612	MATUTE JOSE ALFONSO	24769 SUNDIAL WAY	MORENO V	92557	255.40	25.54	50.57	331.50
56409935001	475133008	684277	FLORES, REBECCA	24784	SUNDIAL WAY	92557-5611	RAMOS GREGORY CLIFFORD	15586 GUAJOME RD	MORENO V	92551	255.29	25.53	50.55	331.36
73994635004	475133009	684277	ALONSO, RAMONE	24808	SUNDIAL WAY	92557-5613	ARIZAGA ISMAEL	24808 SUNDIAL WAY	MORENO V	92557	255.29	25.53	50.55	331.36
94794195005	475132013	684277	DE LA ROCHA, MARIO	24831	SUNDIAL WAY	92557-5614	DELAROCHA MARIO	24831 SUNDIAL WAY	MORENO V	92557	451.24	45.12	89.35	585.70
95844375009	475132015	684277	DE LA PAZ, CARLOS	24871	SUNDIAL WAY	92557-5614	DELAPAZ CARLOS	24871 SUNDIAL WAY	MORENO V	92557	255.29	25.53	50.55	331.36
69566135001	475132017	684277	GOMEZ, ALREDA (RENT)	24915	SUNDIAL WAY	92557-5614	ASTORGA DANNY	21200 WOSSLICK AVE	NUEVO CA	92567	105.30	10.53	20.85	136.66
91126605007	475132018	684277	WISEMAN, TIM (OWNR)	24927	SUNDIAL WAY	92557-5614	ASTORGA DANNY	24927 SUNDIAL WAY	MORENO V	92557	246.51	24.65	48.81	319.96
31397205001	296111009	684277	DIXON, TIFFANY	13269	SUNFIELD DR	92553-3260	DIXON ANTHONY	13269 SUNFIELD DR	MORENO V	92553	34.69	3.47	6.87	45.02
31303805003	296112006	684277	MIRA, LUZ (OWNR)	13320	SUNFIELD DR	92553-3259	MIRA LUZ A	13320 SUNFIELD DR	MORENO V	92553	191.77	19.18	37.97	248.90
31384025007	296112001	684277	YAMAGUTHI, ROYCE (RENT)	13370	SUNFIELD DR	92553-3259	SBR MANAGEMENT	16196 JACOBS CIR	RIVERSIDE	92504	106.15	10.615	21.02	137.78
74762485005	296111017	684277	COOLIDGE, BRUCE	13284	SUNFLOWER CT	92553-3225	COOLIDGE PATRICIA	13284 SUNFLOWER CT	MORENO V	92553	361.31	36.13	71.54	468.98
74762435006	296111016	684277	GARCIA, EDDIE	13286	SUNFLOWER CT	92553-3225	GARCIA DONNA	13286 SUNFLOWER CT	MORENO V	92553	332.40	33.24	65.82	431.44
97112785003	296111015	684277	SCAGNETTI, WAYNE	13296	SUNFLOWER CT	92553-3225	XANDERS IRENE	13296 SUNFLOWER CT	MORENO V	92553	255.29	25.53	50.55	331.36
97630743003	296111020	684277	GONZALES, VALERIE	13305	SUNFLOWER CT	92553-3224	GONZALEZ CHRISTIAN V	13305 SUNFLOWER CT	MORENO V	92553	255.40	25.54	50.57	331.50
31354965002	475314005	684277	BURROWES, JAMES AND GLORIA	11170	SUNGLOW DR	92557-5109	BURROWES VALERIE A	23820 IRONWOOD NO 119	MORENO V	92557	255.29	25.53	50.55	331.36
48328465002	475312029	684277	MORALES, BALBINA	11203	SUNGLOW DR	92557-5110	MORALES BALBINA	114523 SW MILLIKAN 200	BEAVERTO	97005	255.58	25.56	50.60	331.74
93820405005	475314002	684277	ZARETKI, STEVEN	11212	SUNGLOW DR	92557-5143	CONTIMORTGAGE CORP	P O BOX 65250	SALT LAKE	84165	255.29	25.53	50.55	331.36
75780435007	475312030	684277	SOLORZALO, JORGE	11215	SUNGLOW DR	92557-5110	CANALES JORGE Y SOLORZANO	11215 SUNGLOW DR	MORENO V	92557	95.74	9.574	18.96	124.26
31439465006	475314001	684277	LONGORIA, DARLENE	11226	SUNGLOW DR	92557-5143	THOMAS BERNARD C	15735 STONEY CREEK DR	RIVERSIDE	92504	191.77	19.18	37.97	248.90
31574645003	296071014	684277	YOUNG, BOBBY J	13064	SUNLIT CT	92553-5687	YOUNG BOBBY JOE	13064 SUNLIT CT	MORENO V	92553	255.29	25.53	50.55	331.36

31367655009	296071005	684277	SOTELO, CATALINA	13071	SUNLIT CT	92553-5688	SOTELO JOSE H	13071 SUNLIT CT	MORENO V	92553	255.40	25.54	50.57	331.50
31165025000	296071019	684277	MACIAS, MIGUEL	13116	SUNLIT CT	92553-5645	MACIAS MIGUEL	13116 SUNLIT CT	MORENO V	92553	155.29	15.53	30.75	201.56
31196035003	296081007	684277	ALSTON, LATOSHA	13161	SUNLIT CT	92553-5646	ALSTON LA TASHA	13161 SUNLIT CT	MORENO V	92553	255.29	25.53	50.55	331.36
31567915000	475313005	684277	LICERIO, DAVID	24553	SUNNY RIDGE DR	92557-5137	LICERIO DAVID	24553 SUNNY RIDGE DR	MORENO V	92557	255.29	25.53	50.55	331.36
97111315004	475313006	684277	JONES, SHELLEY	24563	SUNNY RIDGE DR	92557-5137	JONES JAMES R	24563 SUNNY RIDGE DR	MORENO V	92557	128.14	12.81	25.37	166.32
31168975004	475313008	684277	REID, KELLY	24583	SUNNY RIDGE DR	92557-5137	REID EDWARD A	24583 SUNNY RIDGE DR	MORENO V	92557	255.29	25.53	50.55	331.36
92726423001	475351002	684277	MOLINA, CRISSY	24649	SUNNY RIDGE DR	92557-5146	DELGADO JESUS	24649 SUNNYRIDGE DR	MORENO V	92557	255.18	25.518	50.53	331.22
31134065007	475351003	684277	MOSQUEDA, JOSEPH	24661	SUNNY RIDGE DR	92557-5146	MOSQUEDA JOSEPH W	24661 SUNNY RIDGE DR	MORENO V	92557	321.44	32.14	63.65	417.22
96069063007	259443001	684277	MUNSAYAC, BONFACIO (OWNR)	9690	SUNNYBROOK DR	92557-1702	MUNSAYAC STEPHAN	9690 SUNNYBROOK DR	MORENO V	92557	332.40	33.24	65.82	431.44
31609805003	259443003	684277	SANDOVAL, NICHOLAS	9714	SUNNYBROOK DR	92557-1703	SANDOVAL NICHOLAS	9714 SUNNYBROOK DR	MORENO V	92557	255.40	25.54	50.57	331.50
96587785007	292091001	684277	TORRES, VANESSA	12794	SUNNYGLEN DR	92553-5623	TORRES DAVID	12794 SUNNYGLEN DR	MORENO V	92553	255.29	25.53	50.55	331.36
93145083004	292092038	684277	BECERRA, AVELINO AND HELENA	12879	SUNNYGLEN DR	92553-5622	BICERA ALLEN REY F	12879 SUNNYGLEN DR	MORENO V	92553	255.29	25.53	50.55	331.36
1.0169E+11	292092035	684277	HERNANDEZ, BORIS	12923	SUNNYGLEN DR	92553-5661	BUTH SEIN	1260 MAYFAIR DR	CORONA (	92882	191.77	19.18	37.97	248.90
94697615002	292091011	684277	GUZMAN, DAVID	12926	SUNNYGLEN DR	92553-5634	GUZMAN DAVID	12926 SUNNYGLEN DR	MORENO V	92553	255.29	25.53	50.55	331.36
96085865005	292092034	684277	KING, ESTHER (RENT)	12939	SUNNYGLEN DR	92553-5661	DEATON WENDE	10809 MORNING RIDGE DR	MORENO V	92557	91.77	9.18	18.17	119.10
66434755004	292092033	684277	SEPEDA, ALVARO (OWNR)	12951	SUNNYGLEN DR	92553-5661	ZEPEDA ALVARO	12951 SUNNYGLEN DR	MORENO V	92553	63.96	6.40	12.66	83.02
70926545008	481140006	684277	GUTIERREZ, JOSE (RENT)	24285	SUNNYMEAD BLVD	92553-3029	PHILPOT REX D	24353 SUNNYMEAD BLV	MORENO V	92553	409.88	40.99	81.16	532.02
88406873001	292041009	684277	SALES, MELBA	12641	SUNNYMEADOWS DR	92553-5980	SALES MELBA	12641 SUNNYMEADOWS DR	MORENO V	92553	172.21	17.22	34.10	223.52
31304825007	292042016	684277	PINCKNEY, ROSE	12680	SUNNYMEADOWS DR	92553-5979	ROCHA FEDERICO	1346 SOMERSET DR	SAN DIMA	91773	255.29	25.53	50.55	331.36
94809785007	292041005	684277	SEGURA, ROBIN (RENT)	12681	SUNNYMEADOWS DR	92553-5980	SALDANA FAVIOLA GRANADOS	12681 SUNNYMEADOWS DR	MORENO V	92553	255.29	25.53	50.55	331.36
96616915007	292042017	684277	THOMAS, RANDALL	12692	SUNNYMEADOWS DR	92553-5979	THOMAS RANDAL S	12692 SUNNYMEADOWS DR	MORENO V	92553	332.40	33.24	65.82	431.44
88970183001	292042018	684277	BURNETT, ELBERT	12708	SUNNYMEADOWS DR	92553-5951	BURNETT ELBERT A	12708 SUNNYMEADOWS DR	MORENO V	92553	192.31	19.23	38.08	249.60
95515205001	292041001	684277	GUTIERREZ, ROGACIANO	12727	SUNNYMEADOWS DR	92553-5952	GUTIERREZ ROGACIANO	12727 SUNNYMEADOWS DR	MORENO V	92553	255.40	25.54	50.57	331.50
91970125009	292022003	684277	GOMEZ, GILARDO	12757	SUNNYMEADOWS DR	92553-5952	GOMEZ MARIA TERESA	12757 SUNNYMEADOWS DR	MORENO V	92553	255.29	25.53	50.55	331.36
90692273008	292021003	684277	SPENCER, LAVON	12774	SUNNYMEADOWS DR	92553-5951	HUFFAKER BRIAN D	12774 SUNNYMEADOWS DR	MORENO V	92553	332.40	33.24	65.82	431.44
94751895008	292021004	684277	BAPTISTE, KANDACE	12780	SUNNYMEADOWS DR	92553-5951	BAPTISTE KANDACE S	12780 SUNNYMEADOWS DR	MORENO V	92553	255.29	25.53	50.55	331.36
96797655009	292022009	684277	TRUJILLO, VICTOR AND EDITH (RE	12791	SUNNYMEADOWS DR	92553-5952	URRUTIA GILBERTO	12791 SUNNYMEADOWS DR	MORENO V	92553	42.11	4.211	8.34	54.64
93901325000	292022010	684277	DILLARD, BRIDGETTE	12799	SUNNYMEADOWS DR	92553-5952	DILLARD BRIDGETTE	12799 SUNNYMEADOWS DR	MORENO V	92553	332.40	33.24	65.82	431.44
81767875003	292031015	684277	OCHOA, MARIO	12824	SUNNYMEADOWS DR	92553-5961	OCHOA MARIO	12824 SUNNYMEADOWS DR	MORENO V	92553	255.18	25.518	50.53	331.22
58398865008	292031016	684277	KELLETT, BRUCE	12830	SUNNYMEADOWS DR	92553-5961	KELLETT BRUCE H	12830 SUNNYMEADOWS DR	MORENO V	92553	155.29	15.53	30.75	201.56
95503205007	292031017	684277	PULIDO, LAURA	12836	SUNNYMEADOWS DR	92553-5961	PULIDO LAURA	12836 SUNNYMEADOWS DR	MORENO V	92553	332.40	33.24	65.82	431.44
73682145008	292082001	684277	OLIVARES, DANNY	12860	SUNNYMEADOWS DR	92553-5961	OLIVARES DANNY	12860 SUNNYMEADOWS DR	MORENO V	92553	255.29	25.53	50.55	331.36
94820595004	292082007	684277	OROSCO, LILIAN	12898	SUNNYMEADOWS DR	92553-5961	GAMEZ ADOLFO	12898 SUNNYMEADOWS DR	MORENO V	92553	255.29	25.53	50.55	331.36
96183275002	292061002	684277	ABARCA, MARIA	12907	SUNNYMEADOWS DR	92553-5982	ABARCA MARIA	12907 SUNNYMEADOWS DR	MORENO V	92553	59.07	5.91	11.70	76.66
87941493008	292072004	684277	MENDES, RITA	12937	SUNNYMEADOWS DR	92553-5982	MENDES RITA EMILY	12937 SUNNYMEADOWS DR	MORENO V	92553	234.28	23.43	46.39	304.08
63897805005	292072005	684277	DAVILA, RICK A	12943	SUNNYMEADOWS DR	92553-5982	DAVILA RICARDO A	12943 SUNNYMEADOWS DR	MORENO V	92553	255.29	25.53	50.55	331.36
62198365001	292072008	684277	INMAN, SHERRI	12967	SUNNYMEADOWS DR	92553-5982	INMAN SHERRI	12967 SUNNYMEADOWS DR	MORENO V	92553	255.29	25.53	50.55	331.36
57534805002	292072010	684277	DOMINGUEZ, BRENDA	12981	SUNNYMEADOWS DR	92553-5982	MADUENA JOSE A	12981 SUNNYMEADOWS DR	MORENO V	92553	255.29	25.53	50.55	331.36
31137765003	296262011	684277	MUNOZ, JUAN (OWNR)	13651	SUNRAY CT	92553-6012	MUNOZ JUAN C	13651 SUNRAY CT	MORENO V	92553	155.40	15.54	30.77	201.70
31387495001	296262008	684277	HERNANDEZ, JOSE J	13666	SUNRAY CT	92553-6011	HERNANDEZ JOSE G	13666 SUNRAY CT	MORENO V	92553	255.29	25.53	50.55	331.36
90616963002	296262016	684277	ZETINA, DIANA	13711	SUNRAY CT	92553-6059	ZETINA CAROLINA	13711 SUNRAY CT	MORENO V	92553	255.40	25.54	50.57	331.50
67241605004	479120005	684277	ALVAREZ, JOSE (RENT)	13182	SUNSET LN	92553-4253	NGUYEN DUC MINH	15630 IRENE WAY	WESTMINS	92683	255.40	25.54	50.57	331.50
31182685006	296123014	684277	CERDA, ROBERTO	13383	SUNSWEPT CT	92553-3229	HERNANDEZ RUBEN	13383 SUNSWEPT CT	MORENO V	92553	255.29	25.53	50.55	331.36
31050815008	296123018	684277	CROTHER, MONIQUE	13416	SUNSWEPT CT	92553-2710	CROTHER DUANE P	13416 SUNSWEPT CT	MORENO V	92553	155.18	15.518	30.73	201.42
31525495006	296123019	684277	ANAYA, NANCY	13428	SUNSWEPT CT	92553-2710	ANAYA NANCY	13428 SUNSWEPT CT	MORENO V	92553	332.64	33.26	65.86	431.76
31521545005	316143004	684277	LOPEZ, THANIA (RENT)	24557	SUPERIOR AVE	92551-7475	LOPEZ THANIA CYNTHIA	24557 SUPERIOR AVE	MORENO V	92551	255.40	25.54	50.57	331.50
31246475003	316143005	684277	SOTO, PABLO	24569	SUPERIOR AVE	92553	SOTO PABLO	24569 SUPERIOR AVE	MORENO V	92551	63.96	6.40	12.66	83.02
95346375005	316143008	684277	BROWN, DERRICK (RENT)	24605	SUPERIOR AVE	92551-7477	STONE ROCKY	24605 SUPERIOR AVE	MORENO V	92551	298.39	29.84	59.08	387.30
98059705012	316143009	684277	BROCK, RENEE	24617	SUPERIOR AVE	92551-7477	PENA JESUS ALEJANDRO	24617 SUPERIOR AVE	MORENO V	92551	255.40	25.54	50.57	331.50
31318905000	316143010	684277	BUTARDO, HAZEL	24629	SUPERIOR AVE	92551-7477	ABELLA WARDELITO B	24629 SUPERIOR AVE	MORENO V	92551	69.48	6.95	13.76	90.18
31055045009	316152002	684277	NAJERA, BLANCA (OWNER)	24840	SUPERIOR AVE	92551-7445	NAJERA BLANCA A	24840 SUPERIOR AVE	MORENO V	92551	54.92	5.492	10.87	71.28
31592765009	482561046	684277	CLARK, SHAWANA (RENT)	14385	SUSANA CT	92553-3567	NGUYEN SIMON HUNG	14390 SUSANA CT	MORENO V	92553	241.53	24.15	47.82	313.50
31576855003	482561047	684277	TORREZ, JOY (RENT)	14395	SUSANA CT	92553-3567	NGUYEN VINNY N	14395 SUSANA CT	MORENO V	92553	104.23	10.42	20.64	135.28
94504635006	264192005	684277	DEJOHNETTE, ARNISE	23441	SWAN ST	92557-7903	DEJOHNETTE ARNISE	23411 SWAN ST	MORENO V	92257	255.29	25.53	50.55	331.36
49534985005	264194022	684277	HARRIS, JENNIFER(RENT)	23565	SWAN ST	92557-7902	FAR EAST INTERNATIONAL	24941 STONEGATE LN	LAGUNA N	92677	311.09	31.11	61.60	403.78
31370975006	264291002	684277	ALEXANDER, LUANN	23650	SWAN ST	92557-7936	MEADOR MARK	23650 SWAN ST	MORENO V	92557	255.29	25.53	50.55	331.36
95599235009	264291005	684277	ROJAS, ROSARIO	23686	SWAN ST	92557-7928	ROJAS ANGEL	23686 SWAN ST	MORENO V	92557	174.31	17.43	34.51	226.24
95040105001	264292002	684277	MERCADO, JOHN (OWNR)	23721	SWAN ST	92557-7900	MERCADO JOHN G	23721 SWAN ST	MORENO V	92557	255.40	25.54	50.57	331.50
97684355001	264292014	684277	BOKELMAN, SHAMONA	23757	SWAN ST	92557-7900	PARKER ARNELL	23757 SWAN ST	MORENO V	92557	255.29	25.53	50.55	331.36
98375293008	264432002	684277	PERSON, FRANCESCA (OWNR)	23793	SWAN ST	92557-7925	PERSON ROY	23793 SWAN ST	MORENO V	92557	55.40	5.54	10.97	71.90
88472403002	264432003	684277	CARTER, MICHAEL	23805	SWAN ST	92557-7925	CARTER MICHAEL	23805 SWAN ST	MORENO V	92557	255.29	25.53	50.55	331.36
31214535009	264431004	684277	GONZALEZ, RAMON (OWNR)	23830	SWAN ST	92557-7926	GONZALEZ RAMON	23830 SWAN ST	MORENO V	92557	191.77	19.18	37.97	248.90
31362475008	264431011	684277	PEREZ, ANDREW (RENT)	23902	SWAN ST	92557-7927	THR CALIF	410 N MAIN ST	CORONA (	92880	255.40	25.54	50.57	331.50
99068893002	485101035	684277	BRYANT, WILLIAM (OWNR)	15312	SWARENS CT	92551-4028	BRYANT WILLIAM	15312 SWARENS CT	MORENO V	92551	255.40	25.54	50.57	331.50
96216385007	485101041	684277	AGULIAR, NANCY	15329	SWARENS CT	92551-4030	LUCATERO JUAN	15329 SWARENS CT	MORENO V	92551	185.04	18.50	36.64	240.18

31263425009	485101039	684277	ROSALES, ELVIA	15342	SWARENS CT	92551-4028	ROSALES ELVIA	15342 SWARENS CT	MORENO V	92551	151.06	15.11	29.91	196.06
96604515007	485101042	684277	SANCHEZ, JAQUELYN (RENT)	15343	SWARENS CT	92551-4030	VASQUEZ FELIPE	10536 VIRGINIA AVE	SOUTH GA	90280	332.40	33.24	65.82	431.44
31477665004	296153002	684277	SMITH, TRAVETTE (RENT)	23143	SWEENEY DR	92553-3424	VILLA JAIME S	23143 SWEENEY DR	MORENO V	92553	55.53	5.55	10.99	72.06
72124265006	296153001	684277	YOUNG, FELTON	23153	SWEENEY DR	92553-3424	YOUNG FELTON	23153 SWEENEY DR	MORENO V	92553	409.14	40.914	81.01	531.06
55525685007	296152013	684277	LOPEZ, JESUS	23174	SWEENEY DR	92553-1708	LOPEZ EMMANUEL	23174 SWEENEY DR	MORENO V	92553	255.29	25.53	50.55	331.36
90970943008	296172001	684277	GUTIERREZ, DAVID(RENT)	23255	SWEENEY DR	92553-1709	NGUYEN BINH	16197 MOUNT BADEN POWELL	FOUNTAIN	92708	51.77	5.177	10.25	67.18
31406435002	296172002	684277	ROBLES-MARTINEZ, ALMA (OWNR	23269	SWEENEY DR	92553-1709	ROBLES MARTINEZ ALMA R	23269 SWEENEY DR	MORENO V	92553	91.40	9.14	18.10	118.62
73524795005	479332007	684277	KIMPIAN, JOHANNA	25178	SWEET GRASS DR	92553-4361	BUSH KEVIN JOHN	7768 STERLING AVE	SAN BERN	92410	97.96	9.796	19.40	127.14
96706825005	479333006	684277	GOMEZ, IRMA (RENT)	25189	SWEET GRASS DR	92553-4362	GUTIERREZ ALICIA	25189 SWEET GRASS DR	MORENO V	92553	356.30	35.63	70.55	462.46
31453445002	479333007	684277	ANGULO, SANTIAGO (RENT)	25201	SWEET GRASS DR	92553-6527	LOZANO DAVID	18058 GREEN ORCHARD PL	RIVERSIDE	92508	41.38	4.138	8.19	53.7
96088765000	479471006	684277	CHRISTMAS, BRECHELLE (RENT)	25256	SWEET GRASS DR	92553-4364	HORNSBY GREGORY	26685 BONITA HEIGHTS	MORENO V	92553	255.40	25.54	50.57	331.50
55123845008	479472002	684277	THOMPSON, CASSANDRA (RENT)	25265	SWEET GRASS DR	92553-4363	MONTEZ LEONARD A	13645 CRAPE MYRTLE DR	MORENO V	92553	202.70	20.27	40.13	263.10
73211535004	479524011	684277	MARTIN, JERMAINE	13014	SWEETFERN ST	92553-6821	MARTIN JOYCE MAE	13014 SWEETFERN ST	MORENO V	92553	255.40	25.54	50.57	331.50
92511153003	479524008	684277	SIMPSON, ORLANDO (RENT)	13017	SWEETFERN ST	92553-6821	WERTZ JOANN	13017 SWEETFERN ST	MORENO V	92553	255.40	25.54	50.57	331.50
31418075002	479451014	684277	ALMARAZ, MARTHA (RENT)	13199	SWEETFERN ST	92553-6818	AMAYA JOSE H	13199 SWEETFERN ST	MORENO V	92553	255.40	25.54	50.57	331.50
31472505009	291613023	684277	FRANCO, DIANE (RENT)	22173	SWEETGUM AVE	92553-6923	TAM FANNY MONYEE	3344 CHARLOTTE AVE	ROSEMEAD	91770	153.39	15.34	30.37	199.10
31534905002	291614007	684277	GUERRERO DE CASILLAS, ANA	22184	SWEETGUM AVE	92553-6922	CASILLAS JAVIER	22184 SWEETGUM AVE	MORENO V	92553	255.29	25.53	50.55	331.36
67079195004	291614005	684277	ROSENDIZ, FELIPA (RENT)	22204	SWEETGUM AVE	92553-6925	LEE COLIN	1005 HEATON MOOR DR	WALNUT (	91789	142.52	14.252	28.22	184.98
88897553008	291613027	684277	ROJAS, CARMEN	22213	SWEETGUM AVE	92553-6924	BANK OF NEW YORK MELLON	1661 WORTHINGTON RD	WEST PAL	33409	128.14	12.81	25.37	166.32
31173275001	291614003	684277	SEYOUM, TAMRAT AND AIDA	22224	SWEETGUM AVE	92553-6925	SEYOUM TAMRAT	22224 SWEETGUM AVE	MORENO V	92553	141.66	14.166	28.05	183.86
31049455005	479402018	684277	NWUFO, GLADYS AND CHARLES	25808	SWEETLEAF ST	92553-4727	NWUFO GLADYS IFEOMA	25808 SWEETLEAF ST	MORENO V	92553	255.29	25.53	50.55	331.36
31311475005	264261007	684277	ORTIZ, BEATRICE	22775	SWEETPEA CIR	92557-6026	ORTIZ BEATRICE P	22775 SWEETPEA CIR	MORENO V	92557	255.29	25.53	50.55	331.36
31621185008	264261006	684277	SHELTON, GERRY	22789	SWEETPEA CIR	92557-6026	SHELTON SUSAN M	22789 SWEETPEA CIR	MORENO V	92557	255.29	25.53	50.55	331.36
64721135007	264261009	684277	HUDSON, BERNICE E	22802	SWEETPEA CIR	92557-6026	HUDSON BERNICE	22802 SWEETPEA CIR	MORENO V	92557	255.40	25.54	50.57	331.50
31386275009	264261004	684277	REYNOLDS, GREGORY	22817	SWEETPEA CIR	92557-6026	REYNOLDS GREGORY J	22817 SWEETPEA CIR	MORENO V	92557	255.18	25.518	50.53	331.22
31511865008	264261011	684277	BOZARTH, MARTHA	22830	SWEETPEA CIR	92557-6026	BOZARTH BRIAN	22830 SWEETPEA CIR	MORENO V	92557	235.29	23.53	46.59	305.40
93960295002	479521020	684277	CARINGTON, DIJON	13002	SWEETSPICE ST	92553-6822	BREWSTER MARK S	13002 SWEETSPICE ST	MORENO V	92553	255.18	25.518	50.53	331.22
81520495006	479524028	684277	SOLANO, DANIEL (RENT)	13017	SWEETSPICE ST	92553-6823	SOLANO DANIEL	13017 SWEETSPICE ST	MORENO V	92553	133.64	13.36	26.46	173.46
97009325008	479521018	684277	SANCHEZ, NEPTALIE	13026	SWEETSPICE ST	92553-6822	SANCHEZ NEPTALI M	13026 SWEETSPICE ST	MORENO V	92553	255.40	25.54	50.57	331.50
91520238009	479521017	684277	MAYS, GEORGE T AND CAROL	13038	SWEETSPICE ST	92553-6822	MAYS GEORGE T	13038 SWEETSPICE ST	MORENO V	92553	255.29	25.53	50.55	331.36
31561195004	479521015	684277	ORDAZ, VICTOR M (OWNR)	13062	SWEETSPICE ST	92553-6822	ORDAZ VICTOR M	13182 EYOTA DR	MORENO V	92555	255.40	25.54	50.57	331.50
91464643004	479521014	684277	FERRARA, MARGARET	13074	SWEETSPICE ST	92553-6822	AMUNDSEN SVEN O	13074 SWEETSPICE ST	MORENO V	92553	105.40	10.54	20.87	136.80
31608615005	479524022	684277	DIAZ, GEORGE	13089	SWEETSPICE ST	92553-6823	DIAZ GEORGE A	13089 SWEETSPICE ST	MORENO V	92553	332.40	33.24	65.82	431.44
82915815000	479521012	684277	JOHNSON, DIANE	13098	SWEETSPICE ST	92553-6822	JOHNSON DIANA MARIE	13098 SWEETSPICE ST	MORENO V	92553	255.29	25.53	50.55	331.36
95444153004	479524021	684277	ZAVALA, GLENDA	13101	SWEETSPICE ST	92553-6820	ZAVALA CONSTANTINO	13101 SWEETSPICE ST	MORENO V	92553	214.52	21.45	42.47	278.44
31313275003	479524020	684277	NGUYEN, LOI	13113	SWEETSPICE ST	92553-6820	NGUYEN LEWIS VINHLOI	13113 SWEETSPICE ST	MORENO V	92553	255.29	25.53	50.55	331.36
95622725006	479452010	684277	CARILLO, MANUELA (RENT)	13131	SWEETSPICE ST	92553-6820	LOPEZ LUCIANO	1464 E ST ANDREWS ST	ONTARIO	91761	184.36	18.436	36.50	239.28
51213965005	479452009	684277	FREEMAN, DANIELLE (RENT)	13141	SWEETSPICE ST	92553-6820	NGUYEN DE GIA	3622 MYRTLE ST	IRVINE CA	92606	255.40	25.54	50.57	331.50
94924585006	479453006	684277	MARTIN, PAUL	13198	SWEETSPICE ST	92553-6819	MARTIN PAUL D	13198 SWEETSPICE ST	MORENO V	92553	255.18	25.518	50.53	331.22
31384175005	292206016	684277	TAIFAU, CARMELITA (RENT)	12016	SWEGLES LN	92557-8149	HUANG JIN SEN	937 S DELMAR AVE	SAN GABR	91776	192.89	19.29	38.19	250.36
57965165002	292206011	684277	HARAN, SAL (RENT)	12056	SWEGLES LN	92557-8149	MUNOZ SANDRA L	12056 SWEGLES LN	MORENO V	92557	176.30	17.63	34.91	228.82
31265605006	292206009	684277	RODRIGUEZ, JESUS AND LETICIA	12078	SWEGLES LN	92557-8149	RODRIGUEZ JESUS G	12078 SWEGLES LN	MORENO V	92557	255.29	25.53	50.55	331.36
96760195004	259372010	684277	MESSINA, KRISTIN (OWNR)	9659	SYCAMORE CANYON RI	92557-1812	MESSINA KRISTIN L	9659 SYCAMORE CANYON RD	MORENO V	92557	255.40	25.54	50.57	331.50
31472435004	259371025	684277	OVERTON JR, STEPHEN E	9688	SYCAMORE CANYON RI	92557-1813	OVERTON STEPHEN	9688 SYCAMORE CANYON RD	MORENO V	92557	255.18	25.518	50.53	331.22
91391463006	259361006	684277	CORDOVA, GINA	9779	SYCAMORE CANYON RI	92557-1801	CORDOVA REGINA	9779 SYCAMORE CANYON RD	MORENO V	92557	332.40	33.24	65.82	431.44
91649163000	259361007	684277	BUHR, EDWARD O	9787	SYCAMORE CANYON RI	92557-1801	BUHR EDWARD O	9787 SYCAMORE CANYON RD	MORENO V	92557	183.21	18.32	36.28	237.80
31328885003	259362004	684277	CORTEZ, JERRY	9850	SYCAMORE CANYON RI	92557-1800	CORTEZ JERRY W	9850 SYCAMORE CANYON RD	MORENO V	92557	255.29	25.53	50.55	331.36
31376125002	259362003	684277	HOSKINS, SUSAN (RENT)	9860	SYCAMORE CANYON RI	92557-1800	HOSKINS RAYMOND	9860 SYCAMORE CANYON RD	MORENO V	92557	319.55	31.96	63.27	414.76
97068455006	259362001	684277	MCKENZIE, LAURA	9880	SYCAMORE CANYON RI	92557-1800	SANTORO WILLIAM	17201 BIRDS EYE DR	PERRIS CA	92570	128.03	12.80	25.35	166.18
31485195006	259361021	684277	MOYA, JESUS	9895	SYCAMORE CANYON RI	92557-1802	MOYA JESUS	9895 SYCAMORE CANYON RD	MORENO V	92557	255.29	25.53	50.55	331.36
91542375003	259361023	684277	LOUDER, SUNNI	9905	SYCAMORE CANYON RI	92557-1803	GRIFFIN SUNNI	9905 SYCAMORE CANYON RD	MORENO V	92557	255.40	25.54	50.57	331.50
31480755009	260372009	684277	PABRO, ELISEO AND ANNA M	10065	SYCAMORE CANYON RI	92557-1860	BATEMAN JOHN L	10220 SYCAMORE CANYON RD	MORENO V	92557	183.21	18.32	36.28	237.80
52687805003	260372027	684277	MOORE, ALIS	10075	SYCAMORE CANYON RI	92557-1860	MOORE CALVIN	10075 SYCAMORE CANYON RD	MORENO V	92557	63.96	6.40	12.66	83.02
91120205004	260372026	684277	BARKER, CURTIS	10085	SYCAMORE CANYON RI	92557-1860	BARKER GUADALUPE	10085 SYCAMORE CANYON RD	MORENO V	92557	255.29	25.53	50.55	331.36
31097675008	260372022	684277	LOOMIS, ROGER AND SHELLY	10147	SYCAMORE CANYON RI	92557-1861	LOOMIS ROGER P	10147 SYCAMORE CANYON RD	MORENO V	92557	332.40	33.24	65.82	431.44
31061345004	260372014	684277	GUZMAN, GEORGE	10259	SYCAMORE CANYON RI	92557-1864	GUZMAN GEORGE	10259 SYCAMORE CANYON RD	MORENO V	92557	155.06	15.51	30.70	201.26
91811593006	487500049	684277	MUFFORD, JHYL (RENT)	13651	SYDNEY AVE	92555-2542	ZHOU MEICHEN	17871 SHADY VIEW DR 1104	CHINO HIL	91709	183.90	18.39	36.41	238.70
52897015004	482112001	684277	MARTIN, LESTER	24374	SYKES DR	92553-3361	MARTIN LESTER G	24374 SYKES DR	MORENO V	92553	255.18	25.518	50.53	331.22
31224325002	482123015	684277	MORRISON, AMY (RENT)	24387	SYKES DR	92553-3312	LUNA HECTOR	24387 SYKES DR	MORENO V	92553	163.04	16.304	32.28	211.62
31561425006	482123016	684277	MALDANADO II, JESUS (OWNR)	24395	SYKES DR	92553-3312	MALDONADO JESUS	24395 SYKES DR	MORENO V	92553	309.76	30.98	61.33	402.06
80934605007	296233007	684277	CERVANTES, ESTER	13542	SYLMAR DR	92553-3421	CERVANTES MOISES	13542 SYLMAR DR	MORENO V	92553	255.29	25.53	50.55	331.36
60002245003	296244009	684277	SMITH, DARRYL (RENT)	13644	SYLMAR DR	92553-1703	BRADLEY ROY	13644 SYLMAR DR	MORENO V	92553	255.29	25.53	50.55	331.36
31646185005	296243027	684277	SALOME, LAKETA (RENT)	13663	SYLMAR DR	92553-3417	BROOK PARKER	840 SILVER VALLEY TR	WALNUT (	91789	249.24	24.924	49.35	323.5
90329245004	296274011	684277	RODRIGUEZ, DAVID	13826	SYLMAR DR	92553-6003	MARIN IRENE	13826 SYLMAR DR	MORENO V	92553	155.73	15.57	30.83	202.12
31326145003	296273020	684277	GIBSON, MICHELE	13835	SYLMAR DR	92553-6004	GIBSON MICHELE	13835 SYLMAR DR	MORENO V	92553	127.92	12.792	25.33	166.04

92960543001	484151028	684277	RUIZ, CINDY (RENT)	14429	SYLVESTER CT	92553-4973	LEDESMA HECTOR	14429 SYLVESTER CT	MORENO V	92553	86.72	8.672	17.17	112.56
95447795003	484151020	684277	KOSEK, PAUL AND STEPHANIE	14430	SYLVESTER CT	92553-4962	KOSEK PAUL	14430 SYLVESTER CT	MORENO V	92553	255.29	25.53	50.55	331.36
31449935007	484162003	684277	SWARTZ, JOHN	14545	SYLVESTER DR	92553-4927	SWARTZ JOHN	14545 SYLVESTER DR	MORENO V	92553	255.29	25.53	50.55	331.36
95467165003	484162004	684277	SCOTT, DARREN	14559	SYLVESTER DR	92553-4927	SCOTT DARREN	14559 SYLVESTER DR	MORENO V	92553	255.29	25.53	50.55	331.36
80474945003	484162006	684277	SADLER, JERRY (OWNR)	14583	SYLVESTER DR	92553-4927	SADLER JERRY	14583 SYLVESTER DR	MORENO V	92553	246.92	24.69	48.89	320.50
96592735008	475271010	684277	ERWIG, BERNIE L	11989	TABOR DR	92557-6361	ERWIG BERNIE L	11989 TABOR DR	MORENO V	92557	183.92	18.39	36.42	238.72
31502945001	308520043	684277	BAILITY, MONIQUE	16781	TACK LN	92555-3378	FERMIN VIRGILIO	7641 KELTY DR	RIVERSIDE	92508	255.18	25.518	50.53	331.22
31291765008	308520033	684277	TOMLIN, KARA	16921	TACK LN	92555-3382	TOMLIN KARA L	16921 TACK LN	MORENO V	92555	255.40	25.54	50.57	331.50
83375795000	308520028	684277	SIMMONS, ERICK	16991	TACK LN	92555-3382	FRAZIER VYRON KENNETH	P O BOX 62951	LOS ANGEI	90062	265.74	26.57	52.62	344.92
49696925005	479121023	684277	RAMIREZ, MARIO (RENT)	13200	TACOMA DR	92553-4255	KEITH FRED DONALD	1857 MAUNA LOA PL	NORCO CA	92860	274.79	27.48	54.41	356.66
80573695004	479121029	684277	XAYAVONG, AENOI (RENT) APTS	13221	TACOMA DR UNIT A	92553-5436	ARREOLA JOSE	13221 TACOMA DR	MORENO V	92553	255.40	25.54	50.57	331.50
93539415009	485132009	684277	CLARKE, EMMA	24676	TALBOT CT	92551-0911	CLARKE EMMA LOUISE	24676 TALBOT CT	MORENO V	92551	255.29	25.53	50.55	331.36
31047005004	485132023	684277	FAIR, JOHN	24687	TALBOT CT	92551-0912	FAIR JOHN D	24687 TALBOT CT	MORENO V	92551	255.29	25.53	50.55	331.36
98340695018	485132020	684277	SORIANO, JOSE	24717	TALBOT CT	92551-4057	ONULDO	24717 TALBOT CT	MORENO V	92551	128.03	12.80	25.35	166.18
31453675003	485132015	684277	HERNANDEZ, JOSE	24738	TALBOT CT	92551-4056	CHAUCER INV	529 WALNUT AVE	ARCADIA C	91107	335.97	33.60	66.52	436.08
31578925005	485132018	684277	OWENS, GERALDINE	24739	TALBOT CT	92551-4057	OWENS GERALDINE	24739 TALBOT CT	MORENO V	92551	332.64	33.26	65.86	431.76
62141635005	485132016	684277	NEAL, DEBORAH	24742	TALBOT CT	92551-4056	NEAL HURSHEL L	24742 TALBOT CT	MORENO V	92551	255.29	25.53	50.55	331.36
95223045006	479582027	684277	STAFFORD, LISA	25668	TALLANDSIA CT	92553-0706	STAFFORD LISA D	25668 TALLANDSIA CT	MORENO V	92553	255.29	25.53	50.55	331.36
76133495005	479582037	684277	KOLAND, GARY (OWNR)	25693	TALLANDSIA CT	92553-0707	KOLAND GARY L	25693 TALLANDSIA CT	MORENO V	92553	255.29	25.53	50.55	331.36
84680845002	479582036	684277	CARROLL, EDWIN (OWNR)	25705	TALLANDSIA CT	92553-4804	CARROLL EDWIN D	25705 TALLANDSIA CT	MORENO V	92553	255.40	25.54	50.57	331.50
86438963007	479582034	684277	LOPEZ, FERMIN AND BECKY	25719	TALLANDSIA CT	92553-4804	LOPEZ FERMIN ESTRADA	25719 TALLANDSIA CT	MORENO V	92553	319.19	31.92	63.20	414.30
97309645005	479582033	684277	PETERSON, WAYNE	25729	TALLANDSIA CT	92553-4804	PETERSEN WAYNE R	25729 TALLANDSIA CT	MORENO V	92553	255.29	25.53	50.55	331.36
31243065006	259470015	684277	GROOM, RHONDA	9796	TAMALPAIS PL	92557-3516	GROOM LARONTE R	P O BOX 53157	RIVERSIDE	92517	105.29	10.53	20.85	136.66
63975185009	259470007	684277	HARRIS, YVETTE	9813	TAMALPAIS PL	92557-3516	HARRIS YVETTE	9813 TAMALPAIS PL	MORENO V	92557	153.73	15.37	30.44	199.54
87079985004	479270001	684277	SUAZO, JESSE	12761	TAMARA DR	92553-2333	SUAZO JESSE R	12761 TAMARA DR	MORENO V	92553	255.29	25.53	50.55	331.36
31476045007	479270003	684277	SOLIS, GABRIELA AND ANGEL	12785	TAMARA DR	92553-2333	RASCON ANA MARIA	12785 TAMARA DR	MORENO V	92553	255.40	25.54	50.57	331.50
57061285005	479271016	684277	MACIAS, ARACELI	12798	TAMARA DR	92553-2332	MACIAS JOSE MERCADO	119 OLSO DR	SANTA AN	92703	62.92	6.292	12.46	81.66
97094295006	479270008	684277	TURNER, TAMARA (OWNR)	12855	TAMARA DR	92553-4155	LOUDEN	P O BOX 1226	OAKLAND	94604	100.52	10.05	19.90	130.46
31499035001	479271010	684277	POWER, MATT	12890	TAMARA DR	92553-4156	PAULI MARK S	12890 TAMARA DR	MORENO V	92553	332.40	33.24	65.82	431.44
31083625009	479270014	684277	JEFFERSON, JUNE (OWNR)	12927	TAMARA DR	92553-4157	JEFFERSON JUNE	12927 TAMARA DR	MORENO V	92553	255.29	25.53	50.55	331.36
96001395001	479271001	684277	PRESLEY, NORA	12996	TAMARA DR	92553-4158	PRESLEY JOHN S	12996 TAMARA DR	MORENO V	92553	68.40	6.84	13.54	88.78
96286465003	474733001	684277	JOHNSON, CHARLENE	25511	TANGERINE RD	92557-6646	JOHNSON CYRIL R	25511 TANGERINE RD	MORENO V	92557	332.40	33.24	65.82	431.44
96286465008	474732004	684277	AMADOR, ELVIA	25512	TANGERINE RD	92557-6646	AMADOR, ELVIA	#REF!	MORENO V	#REF!	68.96	6.896	13.65	89.5
31599745009	316220010	684277	OGWO, EDWARD	16505	TARANO LN	92551-7489	OGWO ABIGAEL O	16505 TARANO LN	MORENO V	92551	205.29	20.53	40.65	266.46
95479635000	316220013	684277	AVALOS, RUBEN	16541	TARANO LN	92551-7489	AVALOS RUBEN	16541 TARANO LN	MORENO V	92551	255.40	25.54	50.57	331.50
31638785006	316220018	684277	CHACON, MARIA	16623	TARANO LN	92551-7494	CHACON GRECIA	16623 TARANO LN	MORENO V	92551	255.29	25.53	50.55	331.36
90871313000	316220019	684277	PINEDA, ISABEL (RENT)	16639	TARANO LN	92551-7494	PLASCENCIA JAVIER	16639 TARANO LN	MORENO V	92551	115.28	11.53	22.83	149.62
49592905000	316131002	684277	CASTRO, ELIS (OWNR)	16710	TARANO LN	92551-7410	CASTRO ELIS R	16710 TARANO LN	MORENO V	92591	255.40	25.54	50.57	331.50
94688045001	316121028	684277	JAMES, SHIRLEY	16725	TARANO LN	92551-7411	SHIN ANTHONY	P O BOX 7270	LOMA LIND	92354	191.77	19.18	37.97	248.90
67769465003	316131006	684277	COOK, AARON	16740	TARANO LN	92551-7410	COOK AARON B	16740 TARANO LN	MORENO V	92553	63.96	6.40	12.66	83.02
94714163009	316121026	684277	HECKARD, LASHONE (RENT)	16741	TARANO LN	92551-7411	VARNADO RICARDO	16741 TARANO LN	MORENO V	92551	255.29	25.53	50.55	331.36
84130175008	316131007	684277	ROHAS, ADA	16748	TARANO LN	92551-7410	ROJAS MARIO	16748 TARANO LN	MORENO V	92551	255.29	25.53	50.55	331.36
98696163004	316121025	684277	COMAGON, GRACE	16749	TARANO LN	92551-7411	DELACRUZ EDEN	16749 TARANO LN	MORENO V	92551	128.63	12.86	25.47	166.96
31437705000	316121024	684277	ARGUENTN, BRENDA	16757	TARANO LN	92551-7411	ARGUETN BRENDA M	16757 TARANO LN	MORENO V	92551	255.40	25.54	50.57	331.50
51645745005	260113001	684277	CLARKSTON, JOSEPH (RENT)	23578	TARARA DR	92557-3954	JOHNSON RICHARD C	23578 TARARA DR	MORENO V	92557	255.40	25.54	50.57	331.50
86653363007	260112006	684277	LEE, KRYSTAL	23591	TARARA DR	92557-3956	LEE KRYSTAL D	23591 TARARA DR	MORENO V	92557	255.29	25.53	50.55	331.36
89242063009	260123002	684277	JONES, CHARLES (OWNR)	23599	TARARA DR	92557-3956	JONES CHARLES A	7255 BAYMEADOWS WAY	JACKSONV	32256	255.29	25.53	50.55	331.36
31599635002	484303011	684277	MOTA, ELOY (OWNR)	14780	TARRAGON WAY	92553-5008	HARO ELOY MOTA	14780 TARRAGON WAY	MORENO V	92553	155.40	15.54	30.77	201.7
31325575004	484303015	684277	TREJO, AUREA A	14795	TARRAGON WAY	92553-5007	TREJO AUREA	14795 TARRAGON WAY	MORENO V	92553	128.14	12.81	25.37	166.32
87796295008	484303009	684277	VIDRIO, JOSE (OWNR)	14808	TARRAGON WAY	92553-5082	VIDRIO JOSE	14808 TARRAGON WAY	MORENO V	92553	180.94	18.09	35.83	234.86
93657365009	484303016	684277	BAKKEN, SARA (RENT)	14809	TARRAGON WAY	92553-5083	YU ZHILIANG	12800 ORLEANS DR	MORENO V	92555	257.40	25.74	50.97	334.1
31052835000	484312001	684277	ANTHONY, VIVIAN (RENT)	14874	TARRAGON WAY	92553-5084	IE BUSINESS SOLUTIONS	601 S MILLIKEN AVE K140	ONTARIO	91761	255.40	25.54	50.57	331.50
62979735007	484312007	684277	BREWAH, JEFFERY	14934	TARRAGON WAY	92553-5009	BREWAH LLOYDETTE HAROLDA	14934 TARRAGON WAY	MORENO V	92553	255.29	25.53	50.55	331.36
94214153002	487042004	684277	THOMAS, DYMETRIUS (RENT)	26145	TASMAN ST	92555-1825	GRIFFIS GARY W	12185 OLIVER ST	MORENO V	92555	40.14	4.01	7.95	52.10
31132135007	484201012	684277	BUTLER, GEORGE AND ERA	25415	TAUPE AVE	92553-7169	BUTLER ERA J	25415 TAUPE AVE	MORENO V	92553	255.29	25.53	50.55	331.36
99760243001	484202007	684277	HERRINGTON, KRYSTLE (RENT)	25428	TAUPE AVE	92553-7168	PICKET HERRINGTON VERONICA L	14581 COCHITI DR	MORENO V	92553	255.40	25.54	50.57	331.50
95387735004	316220009	684277	CALVIN, LAUNA (RENT)	16532	TAURUS LN	92551-7488	BASHIR SHABBIR H	16532 TAURUS LN	MORENO V	92551	434.60	43.46	86.05	564.1
31158885004	316220015	684277	PEREZ, JENNY (RENT)	16640	TAURUS LN	92551-7492	PEREZ JESUS	24547 SKYLAND DR	MORENO V	92557	74.88	7.49	14.83	97.18
57331655004	474443023	684277	CONDON, PERRY	10902	TEA BARK RD	92557-4000	CONDON PERRY W	10902 TEA BARK RD	MORENO V	92557	255.29	25.53	50.55	331.36
57521435007	474443022	684277	CALDERON, LUIS AND MARISOL	10928	TEA BARK RD	92557-4000	CALDERON LUIS E	10928 TEA BARK RD	MORENO V	92557	255.29	25.53	50.55	331.36
84331455003	474442009	684277	BARGSTEN, BARBARA	10933	TEA BARK RD	92557-4046	BARGSTEN BARBARA	10933 TEA BARK RD	MORENO V	92557	332.40	33.24	65.82	431.44
31204155009	474442007	684277	JACOBS, ALVIN (OWNR)	10959	TEA BARK RD	92557-4046	THAM YENETTE	27665 E TRAIL RIDGE WAY AP	MORENO V	92555	409.88	40.99	81.16	532.02
82994755007	264331008	684277	KIMINIKI, JENNIFER	22799	TEA ROSE LN	92557-6014	KIMINKI JOHN C	22799 TEA ROSE LN	MORENO V	92557	232.40	23.24	46.02	301.64
71017795002	264342005	684277	JAHN, PAM	22836	TEA ROSE LN	92557-6015	JAHN RANDY P	22836 TEA ROSE LN	MORENO V	92557	255.29	25.53	50.55	331.36
97693363000	264342004	684277	CASTILLO, GILBERT	22846	TEA ROSE LN	92557-6015	GROSS FRANK C	22846 TEA ROSE LN	MORENO V	92557	255.40	25.54	50.57	331.50

88347853001	260135014	684277	DAY, TIMOTHY	10820	TEAKWOOD CIR	92557-3932	DAY TIMOTHY	10820 TEAKWOOD CIR	MORENO V	92557	255.29	25.53	50.55	331.36
64598925003	291211045	684277	GAZAWAY, HOWARD	22568	TEMCO ST	92553-8414	GAZAWAY HOWARD F	22568 TEMCO ST	MORENO V	92553	255.29	25.53	50.55	331.36
66365725007	291212002	684277	ZAMARRIPA, JOSE	22571	TEMCO ST	92553-8415	ZAMARRIPA JOSE DEJESUS	22571 TEMCO ST	MORENO V	92553	332.64	33.26	65.86	431.76
66065545001	291222002	684277	MORRIS, ROSA	22611	TEMCO ST	92553-8433	MORRIS PHILLIP WENDEL	22611 TEMCO ST	MORENO V	92553	332.64	33.26	65.86	431.76
31617315009	291222004	684277	MC CRADY, WILLIAM	22651	TEMCO ST	92553-8433	ADAMS MARIE E	22651 TEMCO ST	MORENO V	92553	254.64	25.46	50.42	330.52
92763125007	256263006	684277	LANE, DON AND MAGGIE	21151	TENNYSON RD	92557-8407	LANE DON H	21151 TENNYSON RD	MORENO V	92557	191.66	19.17	37.95	248.76
75176865007	256312002	684277	SANCHEZ, GEORGINA	21247	TENNYSON RD	92557-8401	SANCHEZ GEORGINA	21247 TENNYSON RD	MORENO V	92557	255.18	25.518	50.53	331.22
31376525008	256312003	684277	RIVERA, RICHARD	21257	TENNYSON RD	92557-8401	RIVERA RICHARD A	21257 TENNYSON RD	MORENO V	92557	255.29	25.53	50.55	331.36
58292995006	256311004	684277	LEANDRO JR, PAUL	21270	TENNYSON RD	92557-8400	LEANDRO PAUL	21270 TENNYSON RD	MORENO V	92557	332.40	33.24	65.82	431.44
31445835006	256312012	684277	MARTIN, WENDY AND SERGIO	21329	TENNYSON RD	92557-8408	MARTIN SERGIO	21329 TENNYSON RD	MORENO V	92557	255.29	25.53	50.55	331.36
60528695002	256320027	684277	FREDES, OSCAR	21433	TENNYSON RD	92557-8450	FREDES OSCAR A	21433 TENNYSON RD	MORENO V	92557	48.03	4.80	9.51	62.34
31149695003	479170032	684277	SERVIN, HUMBERTO	13546	TERRA BELLA AVE	92553-4824	SERVIN HUMBERTO H	8311 HAVEN AVE NO 180	RANCHO C	91730	151.77	15.18	30.05	196.98
31290295009	479170031	684277	GURROLA, CLIFFORD	13556	TERRA BELLA AVE	92553-4824	MACKAIG LOIS	13556 TERRA BELLA AVE	MORENO V	92553	294.54	29.45	58.32	382.30
56056895008	479170028	684277	GREEN, TONY	13588	TERRA BELLA AVE	92553-4824	GREEN TONY A	13588 TERRA BELLA AVE	MORENO V	92553	255.18	25.518	50.53	331.22
93857295000	479113050	684277	MATALKA, PATRICIA AND VICTOR	13136	TERRY CT	92553-4231	MATALKA VICTOR A	13136 TERRY CT	MORENO V	92553	128.03	12.80	25.35	166.18
50894535004	479113048	684277	CARRILLO, MANUELA (RENT)	13162	TERRY CT	92553-4231	GONDECK JACOB	13162 TERRY CT	MORENO V	92553	255.40	25.54	50.57	331.50
55331135006	487360018	684277	GARCIA, TONY	13016	TETON CT	92555-2422	GARCIA ANTONIO	13016 TETON CT	MORENO V	92555	255.29	25.53	50.55	331.36
92430843002	487360019	684277	BEELER, JOSIE (RENT)	13024	TETON CT	92555-2422	NPL HOME	13405 INGLEWOOD AV STE 5	HAWTHOR	90250	255.40	25.54	50.57	331.50
95402525005	487360013	684277	VERGARA, SANDRA (RENT)	13031	TETON CT	92555-2421	VERGARA CARLOS A	13031 TETON CT	MORENO V	92555	255.40	25.54	50.57	331.50
96156285006	487360020	684277	BALLESTEROS, LENNIE (OWNR)	13032	TETON CT	92555-2422	BALLESTEROS LENNIE P	38189 SHERWOOD ST	MURRIETA	92562	63.96	6.40	12.66	83.02
31398095002	487360024	684277	ZEPEDA, RAMON	13064	TETON CT	92555-2423	CASSADY ROBERT	2809 LAS FLORES AVE	RIVERSIDE	92503	191.77	19.18	37.97	248.90
90607535002	485144007	684277	DEANDA, ANNA	15281	THERESA AVE	92551-7689	NUNEZ JORGE F	15281 THERESA AVE	MORENO V	92551	255.29	25.53	50.55	331.36
97612165002	485142016	684277	BARON, ROBERT	15312	THERESA AVE	92551-3670	BARON ROBERT J	15312 THERESA AVE	MORENO V	92551	255.29	25.53	50.55	331.36
74832705000	485142017	684277	CORONA, JAZMINE (RENT)	15322	THERESA AVE	92551-3670	MEJIA JUAN I	15322 THERESA AVE	MORENO V	92551	255.40	25.54	50.57	331.50
81400535003	485142018	684277	RAMIREZ, AMELIA	15332	THERESA AVE	92551-3670	MENDOZA AMELIA RAMIREZ	15332 THERESA AVE	MORENO V	92551	255.29	25.53	50.55	331.36
96156235007	485144015	684277	GRAY, ALIKIA	15349	THERESA AVE	92551-3667	COLLINS LOUIS J	15349 THERESA AVE	MORENO V	92551	332.64	33.26	65.86	431.76
94775895007	485144016	684277	CHAVELAS, CESAR (RENT)	15357	THERESA AVE	92551-3667	MINA MAGID	342 5TH AVE NO 1	SAN FRAN	94118	144.01	14.40	28.51	186.92
73165265008	485174014	684277	BECERRA, VICKI (OWNR)	15436	THERESA AVE	92551-3648	BECERRA ROSEANN	15436 THERESA AVE	MORENO V	92551	80.07	8.01	15.85	103.92
77659355007	479100017	684277	GUERRA, YESENIA	13010	THISTLE BROOK DR	92553-4259	HERRERA EVA M	13010 THISTLE BROOK DR	MORENO V	92553	255.18	25.518	50.53	331.22
89784653006	479100024	684277	REYES, GABRIELA (RENT)	13096	THISTLE BROOK DR	92553-4259	ROJAS PEDRO	13095 THISTLE BROOK DR	MORENO V	92553	255.40	25.54	50.57	331.50
31345905003	479113018	684277	ROMERO, ARGENTINA	13142	THISTLE BROOK DR	92553-4298	DELACRUZ REINA	13142 THISTLE BROOK DR	MORENO V	92553	162.73	16.27	32.22	211.22
97102565000	479113017	684277	WILLIS, CORNEILA (RENT)	13154	THISTLE BROOK DR	92553-4298	BLUE KAHANA	5440 TRABUCO RD STE 200	IRVINE CA	92620	63.96	6.40	12.66	83.02
97348703000	479113015	684277	DAVALOS, JUAN	13178	THISTLE BROOK DR	92553-4298	DAVALOS JUAN	13178 THISTLE BROOK DR	MORENO V	92553	255.29	25.53	50.55	331.36
31382895008	479112007	684277	HOLLINS, HENRY (OWNR)	13211	THISTLE BROOK DR	92553-5407	HOLLINS HENRY EARL	13211 THISTLE BROOK DR	MORENO V	92553	255.29	25.53	50.55	331.36
31177055008	474542004	684277	MOORE, LINDA	24700	THORNBERRY CIR	92557-4135	MOORE ALFRED L	247 THORNBERRY CIR	MORENO V	92557	255.40	25.54	50.57	331.50
94249605004	474541050	684277	SCHUBOTHE, DON	24746	THORNBERRY CIR	92557-4137	SCHUBOTHE DON R	24746 THORNBERRY CIR	MORENO V	92557	255.40	25.54	50.57	331.50
99930953000	474541048	684277	PALOMAREZ, LOUISE (OWNR)	24766	THORNBERRY CIR	92557-4137	PALOMAREZ ROBERT	24766 THORNBERRY CIR	MORENO V	92557	255.40	25.54	50.57	331.50
80796705009	260312011	684277	CARTER, CELESTINE (OWNR)	10025	THORNBIRD CT	92557-2854	CARTER CELESTINE	10025 THORNBIRD CT	MORENO V	92557	155.40	15.54	30.77	201.70
80837235000	260312002	684277	MOSSETT, JOHN	10101	THORNBIRD CT	92557-2855	HUMPHREY RHONDA YVETTE	10101 THORNBIRD CT	MORENO V	92557	114.87	11.49	22.74	149.10
31224275002	260312001	684277	BROWN, STEPHANIE (RENT)	10107	THORNBIRD CT	92557-2855	PROLINE PRODUCTS INC	516 N DIAMOND BAR NO 188	DIAMOND	91765	90.40	9.04	17.90	117.32
95217815006	308362014	684277	PRYER, DOVIE (OWNR)	26362	THOROUGHBRED LN	92555-2926	PRYOR JAMES M	26362 THOROUGHBRED LN	MORENO V	92553	136.09	13.61	26.95	176.64
93686963002	308362008	684277	GUZMAN, MARCOS	26418	THOROUGHBRED LN	92555-2926	DEGUZMAN VIRGEN SERRANO	26418 THOROUGHBRED LN	MORENO V	92555	191.77	19.18	37.97	248.90
97196815000	308362007	684277	TORRES, KRISTIN	26428	THOROUGHBRED LN	92555-2928	TORRES ANDREW B	26428 THOROUGHBRED LN	MORENO V	92555	255.40	25.54	50.57	331.50
31574005007	308361004	684277	CASTANEDA, ERIC (RENT)	26445	THOROUGHBRED LN	92555-2929	CORSETTI JASON C	26445 THOROUGHBRED LN	MORENO V	92555	188.59	18.86	37.34	244.78
94281725002	308361005	684277	BARNES, GARY	26457	THOROUGHBRED LN	92555-2929	BARNES GARY A	26457 THOROUGHBRED LN	MORENO V	92555	332.64	33.26	65.86	431.76
95101715003	308361007	684277	PADILLA, EDGAR (OWNR)	26481	THOROUGHBRED LN	92555-2929	PADILLA EDGAR E	26481 THOROUGHBRED LN	MORENO V	92555	111.77	11.18	22.13	145.06
92905575009	260302006	684277	ROBLES, DAISY	10067	THRASHER CIR	92557-2817	ROBLES ARTHUR P	10067 THRASHER CIR	MORENO V	92557	191.29	19.13	37.88	248.28
68203845003	260302007	684277	HAIDUK, JOSEF	10068	THRASHER CIR	92557-2817	HAIDUK ANGELA K	10068 THRASHER CIR	MORENO V	92557	332.40	33.24	65.82	431.44
31139015007	291233039	684277	VERA, MARGARITA (RENT)	13546	THUNDERBIRD DR	92553-8650	EURO CHINA	24941 STONEGATE LN	LAGUNA N	92677	197.83	19.78	39.17	256.78
75616295002	291233035	684277	MCMURRAY, MARIE (OWNR)	13636	THUNDERBIRD DR	92553-8652	MCMURRAY MARIE P	13636 THUNDERBIRD DR	MORENO V	92553	255.40	25.54	50.57	331.50
61288945000	291233034	684277	CORTEZ, JOSE ANTONIO (OWNR)	13648	THUNDERBIRD DR	92553-8652	CORTEZ JOSE ANTONIO	13648 THUNDERBIRD DR	MORENO V	92553	195.03	19.50	38.62	253.14
31267705001	291224006	684277	ARELLANO, NOEL (OWNR)	13695	THUNDERBIRD DR	92553-8653	ARELLANO NOEL	13695 THUNDERBIRD DR	MORENO V	92553	54.55	5.455	10.80	70.8
31544415004	291233031	684277	CATELLANOS, LUIS	13696	THUNDERBIRD DR	92553-8652	CASTELLANOS LUIS	13696 THUNDERBIRD DR	MORENO V	92553	332.40	33.24	65.82	431.44
31131155004	484162012	684277	MARTINEZ, SAM	25812	THUNDERCLOUD CT	92553-4953	MARTINEZ SAMUEL	25812 THUNDERCLOUD CT	MORENO V	92553	27.59	2.76	5.46	35.80
92834205009	484162015	684277	RUIZ, JOSE LUIS AND MARIA	25835	THUNDERCLOUD CT	92553-4953	CASTILLO JOSE LUIS	25835 THUNDERCLOUD CT	MORENO V	92553	255.40	25.54	50.57	331.50
31062735000	484162009	684277	RUIZ, LUCIA	25848	THUNDERCLOUD CT	92553-4953	GALVAN JOSE N	25848 THUNDERCLOUD CT	MORENO V	92553	255.29	25.53	50.55	331.36
59038885005	484162007	684277	AHFOOK, SEOI (RENT)	25872	THUNDERCLOUD CT	92553-4953	MILLETT ROBERT	1827 SANTIAGO DR	NEWPORT	92660	55.40	5.54	10.97	71.90
49859495009	260241001	684277	CARROLL,ANTHONY	10087	THUNDERHEAD	92557-2819	CARROLL ANTHONY DERWIN	10087 THUNDERHEAD	MORENO V	92557	26.77	2.68	5.30	34.74
71023535005	296042029	684277	DOTY, BRIAN	13010	TIERRA CANYON DR	92553-5641	DOTY BRIAN KIRK	13010 TIERRA CANYON DR	MORENO V	92553	255.29	25.53	50.55	331.36
92112703005	296042027	684277	BANUELOS, MONICA	13038	TIERRA CANYON DR	92553-5641	PUGA JUAN C	13038 TIERRA CANYON DR	MORENO V	92553	155.40	15.54	30.77	201.7
94484675002	296041005	684277	FERDON, ROBERT	13053	TIERRA CANYON DR	92553-5642	FERDON ROBERT A	13053 TIERRA CANYON DR	MORENO V	92553	255.29	25.53	50.55	331.36
94772725000	296042020	684277	HARFORD, HEATHER (RENT)	13116	TIERRA CANYON DR	92553-5618	DIMATTEO MICHAEL	37086 HIGH RIDGE DR	BEAUMON	92223	25.86	2.59	5.12	33.56
90338075000	296053008	684277	MORALES, JOSE A (RENT)	13150	TIERRA CANYON DR	92553-5618	JACOBUS ANGELINA N	13150 TIERRA CANYON DR	MORENO V	92553	255.40	25.54	50.57	331.50
31264455000	296052049	684277	BROWN, ELEANOR (RENT)	13179	TIERRA CANYON DR	92553-5644	ORTEGA CUAUHTEMOC	13189 TIERRA CANYON DR	MORENO V	92553	255.40	25.54	50.57	331.50
96676205000	296052048	684277	ORTEGA, TEMO(OWNR)	13189	TIERRA CANYON DR	92553-5644	ORTEGA ORFA	13148 CREEKSIDE WAY	MORENO V	92555	255.40	25.54	50.57	331.50

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31145825004	482292006	684277	GARCIA, RAMON C (RENT)	24263	TIERRA DE ORO	92553-6223	MORENO PETRA	24263 TIERRA DE ORO	MORENO V	92553	97.90	9.79	19.38	127.06
73446715008	482292010	684277	LOPEZ, RAMON (RENT)	24317	TIERRA DE ORO	92553-3343	LOPEZ RAMON	24317 TIERRA DE ORO	MORENO V	92553	255.40	25.54	50.57	331.50
73979745002	482293013	684277	ROBINSON, PATRICIA	24324	TIERRA DE ORO	92553-3344	ROBINSON MICHAEL L	46274 MEADOW BROOK DR	KING CITY	93930	213.77	21.38	42.33	277.46
80984613001	482292009	684277	INMAN, LA DONNA	24333	TIERRA DE ORO	92553-3343	INMAN LADONNA	24333 TIERRA DE ORO	MORENO V	92553	91.85	9.19	18.19	119.22
95925535003	482293014	684277	GARIBAY, HECTOR (OWNR)	24338	TIERRA DE ORO	92553-3344	GARIBAY HECTOR	24338 TIERRA DE ORO	MORENO V	92553	255.40	25.54	50.57	331.50
31591915000	482292020	684277	CONTRERAS, LYDIA	24377	TIERRA DE ORO	92553-3343	CONTRERAS RICHARD	24377 TIERRA DE ORO	MORENO V	92553	255.29	25.53	50.55	331.36
88853393005	482292019	684277	GUPOU, FETONGI (OWNR)	24389	TIERRA DE ORO	92553-3343	HUA THO VINH	7959 NOBLE AVE	PANORAM	91402	255.40	25.54	50.57	331.50
57085565005	482322001	684277	VAZQUEZ, AMADO	24415	TIERRA DE ORO	92553-3345	VAZQUEZ AMADO	24415 TIERRA DE ORO	MORENO V	92553	75.29	7.53	14.91	97.72
57511405004	482322003	684277	TRAKAS, JERI	24443	TIERRA DE ORO	92553-3345	STIKELEATHER JERI K	24443 TIERRA DE ORO	MORENO V	92553	255.29	25.53	50.55	331.36
62175045007	482321007	684277	SHARMA, VIKAS	24486	TIERRA DE ORO	92553-3346	SHARMA VIKAS	24486 TIERRA DE ORO	MORENO V	92553	255.29	25.53	50.55	331.36
96721965004	264110019	684277	WILLETS, JODY	11480	TIFFANY LN	92557-4706	BAC HOME LOANS SERVICING	1800 TAPO CANYON SV2202	SIMI VALLE	93063	255.29	25.53	50.55	331.36
31245445002	485161021	684277	PERRY, JOEY (RENT)	15380	TIFFIN CT	92551-5123	HOFFMAN LESLIE J	15380 TIFFIN CT	MORENO V	92551	138.06	13.806	27.34	179.2
97865115007	485161019	684277	AHLEFELD, HOWARD AND CAROL	15395	TIFFIN CT	92551-5124	AHLEFELD CAROL A	15395 TIFFIN CT	MORENO V	92551	255.29	25.53	50.55	331.36
64696305005	485161018	684277	SANCHEZ, STEPHANIE (RENT)	15413	TIFFIN CT	92551-3616	SANCHEZ EDWARD R	15413 TIFFIN CT	MORENO V	92551	72.46	7.246	14.35	94.04
31294995004	485161015	684277	ROBLES, GABRIEL	15437	TIFFIN CT	92551-3616	ROBLES GABRIEL	15437 TIFFIN CT	MORENO V	92551	255.40	25.54	50.57	331.50
31552575003	485161026	684277	COCHNEUER, GLORIA (RENT)	15438	TIFFIN CT	92551-3616	MUNOZ MICHELLE	15438 TIFFIN CT	MORENO V	92551	84.23	8.423	16.68	109.32
52294395004	304500037	684277	MOSLEY, JOYCE	14684	TILDEN LN	92555-5715	MOSLEY JOYCE L	14684 TILDEN LN	MORENO V	92555	255.40	25.54	50.57	331.50
92797393008	260212031	684277	DANTZLER, RONNESHA (RENT)	23760	TIMBER BLUFF CT	92557-2940	DANTZLER RONNESHA	23760 TIMBER BLUFF CT	MORENO V	92557	191.29	19.13	37.88	248.28
54246645000	291503001	684277	YORK, ORA (RENT)	12314	TIMLICO CT	92557-6862	KUO CHEN YU	5039 CAMELLIA AVE	TEMPLE CI	91780	332.64	33.26	65.86	431.76
83440745003	479622037	684277	EATON, TYRAIN(RENT)	25792	TIMO ST	92553-0708	SLAVIN JOSEPH	2261 ASHFORD PL	EL DORAD	95762	255.18	25.518	50.53	331.22
65026385007	487381007	684277	HUNTIMER, JUDY	13016	TIOGA PASS CT	92555-2462	CLACK ROBERT D	31351 AVENIDA LOS CERRITOS	SAN JUAN	92675	255.29	25.53	50.55	331.36
96184835003	487381004	684277	SMITH, CHRISTINE	13056	TIOGA PASS CT	92555-2462	SMITH CHRISTINE	13056 TIOGA PASS CT	MORENO V	92555	255.29	25.53	50.55	331.36
83701415007	304391015	684277	CLAYTON, EDWARD (RENT)	14985	TITANIUM CIR	92555-6345	OREILLY BRYON	14985 TITANIUM CIR	MORENO V	92555	267.81	26.78	53.03	347.60
97126575007	291538019	684277	VITELA, YVETTE (RENT)	12829	TIVERTON CT	92553-1878	CARRILLO ISRAEL F	12675 WILLOWBROOK LN	MORENO V	92555	268.06	26.81	53.08	347.94
92224525006	291538020	684277	TATE, KEVIN	12839	TIVERTON CT	92553-1878	TATE KEVIN	12839 TIVERTON CT	MORENO V	92553	255.29	25.53	50.55	331.36
59335065007	482492039	684277	WASHINGTON, DIANNE AND GLOI	14217	TOBY CT	92553-6767	WASHINGTON GLORIA D	14217 TOBY CT	MORENO V	92553	128.14	12.81	25.37	166.32
31071465007	482492049	684277	LEON, GUADALUPE	14218	TOBY CT	92553-6762	LEON GUADALUPE	14218 TOBY CT	MORENO V	92553	63.96	6.40	12.66	83.02
70380215007	482492050	684277	BERNAL, MACARIO (OWNR)	14232	TOBY CT	92553-6762	BERNAL MACARIO	14232 TOBY CT	MORENO V	92553	191.77	19.18	37.97	248.90
87610635000	479342002	684277	MARROQUIN, EDGAR (RENT)	25240	TODD DR	92553-4160	YANEZ SILVIA	25240 TODD DR	MORENO V	92553	255.40	25.54	50.57	331.50
94731155005	479060037	684277	SILVA, ROSA (RENT)	25322	TODD DR	92553-2335	BAUTISTA ABEL	25322 TODD DR	MORENO V	92553	111.65	11.17	22.11	144.92
94951675000	479060036	684277	MASSO, CAROLINA (RENT)	25336	TODD DR	92553-2335	RODRIGUEZ HECTOR M	1911 W 156TH ST NO 11	COMPTON	90220	123.50	12.35	24.45	160.30
87730955008	479062005	684277	PEREZ, ELEAZAR	25353	TODD DR	92553-4161	PENA SILVIA	25353 TODD DR	MORENO V	92553	255.40	25.54	50.57	331.50
31636995006	479060033	684277	MILLER, PAMELA	25378	TODD DR	92553-2335	MILLER PAMELA	25378 TODD DR	MORENO V	92553	255.29	25.53	50.55	331.36
77602055000	479060032	684277	SALAZAR, JAVIER (RENT)	25392	TODD DR	92553-2335	SALAZAR JAVIER	25392 TODD DR	MORENO V	92553	169.30	16.93	33.52	219.74
31227105001	479060017	684277	MALDONADO, ANGEL	25450	TODD DR	92553-4163	QUEZADA RICARDO	25450 TODD DR	MORENO V	92553	255.29	25.53	50.55	331.36
31097685006	304441014	684277	COOK, MICHAEL	14856	TOLEDO CT	92555	COOK MICHAEL	14856 TOLEDO CT	MORENO V	92555	192.41	19.24	38.10	249.74
31645255002	304441015	684277	WILLIAMS III, ALFRED T	14866	TOLEDO CT	92555-7312	SINCLAIR STEPHANIE S	14866 TOLEDO CT	MORENO V	92555	255.29	25.53	50.55	331.36
65049795003	260113010	684277	BONILLA, JOSE	23625	TONADA LN	92557-3966	CASTILLO INGRID V	23625 TONADA LN	MORENO V	92557	255.40	25.54	50.57	331.50
91259185004	260125004	684277	GARRETT, JAMES	23641	TONADA LN	92557-3966	GARRETT MARC S	23641 TONADA LN	MORENO V	92557	255.29	25.53	50.55	331.36
96401235007	260126024	684277	BARNES, TONY AND ROSIE	23642	TONADA LN	92557-3965	BARNES TONY L	23642 TONADA LN	MORENO V	92557	48.92	4.89	9.69	63.48
31644365002	260125003	684277	SLATER, VALERIE	23645	TONADA LN	92557-3966	SLATER VALORIE D	23645 TONADA LN	MORENO V	92557	91.55	9.155	18.13	118.82
31296695006	312061022	684277	WASHINGTON, SHELIA (RENT)	25611	TONADILLA CIR	92551-1608	GEORGE MATTHEW B	25611 TONADILLA CIR	MORENO V	92551	138.02	13.802	27.33	179.14
97052335006	291373024	684277	LARIOS-DE CARDENAS, EVA	13043	TONIKAN DR	92553-7812	LOPEZ JESUS SILVA	13043 TONIKAN DR	MORENO V	92553	91.66	9.17	18.15	118.96
31510635009	291373026	684277	EREDIA, ISAAC	13055	TONIKAN DR	92553-7812	HEREDIA KIMBERLY	13055 TONIKAN DR	MORENO V	92553	255.29	25.53	50.55	331.36
31370205008	291373028	684277	SIMS, CYNTHIA (RENT)	13075	TONIKAN DR	92553-7812	YASEY MELAD	13975 TONIKAN DR	MORENO V	92553	164.35	16.44	32.54	213.32
94971243009	291374015	684277	NAPER, HYCANITH	13076	TONIKAN DR	92553-7805	NAPER HYACINTH D	13076 TONIKAN DR	MORENO V	92553	255.29	25.53	50.55	331.36
97564073004	291374014	684277	BROOKS, LORETTA (RENT)	13082	TONIKAN DR	92553-7805	POWELL GEORGE	3689 MORNING GLORY DR	RIALTO CA	92377	255.29	25.53	50.55	331.36
92267985008	291374013	684277	GONZELEZ, JOSE	13088	TONIKAN DR	92553-7805	GONZALEZ JOSE	13088 TONIKAN DR	MORENO V	92553	324.16	32.42	64.18	420.74
94899025008	291374008	684277	GRAHAM,OLIVIA	13126	TONIKAN DR	92553-7817	TAY MING LEE	13126 TONIKAN DR	MORENO V	92553	334.24	33.42	66.18	433.84
92488373008	291373038	684277	KRISEL, JULIA (OWNR)	13145	TONIKAN DR	92553-7818	KRISEL JULIA MARATEA	13145 TONIKAN DR	MORENO V	92553	249.96	25.00	49.49	324.44
98298285014	291374004	684277	RUIZ, MARIA (OWNR)	13154	TONIKAN DR	92553-7817	RUIZ JOSE	13154 TONIKAN DR	MORENO V	92553	21.04	2.10	4.17	27.30
91838135006	291374002	684277	EDWARDS, KIMBERLY	13168	TONIKAN DR	92553-7817	CHEN CHENG LIANG	13168 TONIKAN DR	MORENO V	92553	255.40	25.54	50.57	331.50
31447205004	487231002	684277	MOORE, MELINOR	12653	TORREY PINES RD	92555-3512	KAO WEI CHENG	12653 TORREY PINE RD	MORENO V	92555	52.80	5.28	10.45	68.52
92994385003	264203003	684277	WILLIAMS, JUANITA (RENT)	23346	TOUCAN PL	92557-5413	MASBRATA RUDI	9121 YOUNGDALE ST	SAN GABR	91775	255.40	25.54	50.57	331.50
88854455000	264203005	684277	SANCHEZ, LORA	23374	TOUCAN PL	92557-5413	SANCHEZ CLEMENTE C	23374 TOUCAN PL	MORENO V	92557	332.40	33.24	65.82	431.44
31385685005	304172008	684277	HALL, CHARMAYNE	15665	TOURAINE CT	92555-4930	WARD CHARMAYNE D	15665 TOURAINE CT	MORENO V	92555	255.40	25.54	50.57	331.50
31525475000	304172007	684277	OLIVER, BOBBY	15675	TOURAINE CT	92555-4930	OLIVER BOBBY J	15675 TOURAINE CT	MORENO V	92555	255.29	25.53	50.55	331.36
52002985007	256212004	684277	ALSHISH, RUDIMA	21318	TOWNSENDIA AVE	92557-8632	ALSHWISH RUDINA K	21318 TOWNSENDIA AVE	MORENO V	92557	332.40	33.24	65.82	431.44
86993935008	256212003	684277	FAY, TESSA (RENT)	21330	TOWNSENDIA AVE	92557-8632	LY COLLIN	19002 STEWART CT	ROWLAND	91748	55.40	5.54	10.97	71.90
93844495006	256193001	684277	JOHNSON, WILBERT AND DANNIE	21389	TOWNSENDIA AVE	92557-8633	JOHNSON WILBERT	21389 TOWNSENDIA AVE	MORENO V	92557	255.40	25.54	50.57	331.50
31355145002	256192004	684277	KING, WILLIE MAE	21475	TOWNSENDIA AVE	92557-8636	PHAM TUYET LE	1 LA SIERRA DR	POMONA	91766	255.40	25.54	50.57	331.50
1.00744E+11	486541006	684277	BE, TINO	14369	TRADEWINDS PL	92555-5761	RODRIGUEZ DANIEL	14383 TRADEWINDS PL	MORENO V	92555	63.96	6.40	12.66	83.02
96618235006	486552034	684277	MAGEE, LINZIE (OWNR)	14406	TRADEWINDS PL	92555-5761	MAGEE LINZIE	14406 TRADEWINDS PL	MORENO V	92555	147.01	14.70	29.11	190.80
31241175007	486552032	684277	SANTEE, VERONICA	14434	TRADEWINDS PL	92555-5761	ALLEN GWENDOLYN A	14434 TRADEWINDS PL	MORENO V	92555	255.29	25.53	50.55	331.36
31074465001	482341014	684277	ROSALES, ALAN (RENT)	14312	TRAVERS CT	92553-2401	ROSALES MARIA	14312 TRAVERS CT	MORENO V	92553	155.40	15.54	30.77	201.70

31398575007	482341021	684277	MOLINAR, ALFREDO (RENT)	14323	TRAVERS CT	92553-2400	COLFIN AI CA 4	2450 BROADWAY Fl. 6	SANTA MC	90404	128.14	12.81	25.37	166.32
31579845000	482481004	684277	ERWIN, DENNIS	14083	TRAVERS DR	92553-6764	ERWIN DENNIS F	14083 TRAVERS DR	MORENO V	92553	361.31	36.13	71.54	468.98
91325973007	482481001	684277	GREENE, SHAUNDA	14121	TRAVERS DR	92553-6735	GREENE SHAUNDA M	14121 TRAVERS DR	MORENO V	92553	255.97	25.60	50.68	332.24
31224005009	482491007	684277	MC DOWELL, WILLIAM	14161	TRAVERS DR	92553-6735	MCDOWELL WILLIAM K	14161 TRAVERS DR	MORENO V	92553	255.29	25.53	50.55	331.36
31108585002	482492005	684277	SOSA, RAMIRO	14188	TRAVERS DR	92553-6736	ALVARDIN RAMIRO SOSA	14188 TRAVERS DR	MORENO V	92553	332.40	33.24	65.82	431.44
31391905007	482492003	684277	PATRICK, CHANEL (RENT)	14216	TRAVERS DR	92553-6766	GOODMAN GREGORY L	14216 TRAVERS DR	MORENO V	92553	255.40	25.54	50.57	331.50
75109525000	482491001	684277	ANDREWS, DERALD	14245	TRAVERS DR	92553-6763	JOHNSON LORNA ANDREWS	14245 TRAVERS DR	MORENO V	92553	51.52	5.15	10.20	66.86
31124105000	475210026	684277	RUELAS, ROBERTO	24569	TREASURE DR	92557-5644	WILLIAMS ROY L	2880 MOULTON TER	RIVERSIDE	92503	145.58	14.56	28.82	188.96
99677353003	260352002	684277	CASTELLANOS, PERLA	10319	TRIBUTARY DR	92557-2651	MEJIA PERLA	10319 TRIBUTARY DR	MORENO V	92557	255.40	25.54	50.57	331.50
31406525003	260352006	684277	ORTIZ, ROLAND	10351	TRIBUTARY DR	92557-2651	ORTIZ ROLAND E	10351 TRIBUTARY DR	MORENO V	92557	255.29	25.53	50.55	331.36
71295365004	316141023	684277	CERRILLOS, OMAR AND ELVIA (OW	16795	TRINITY BAY CT	92551-7478	CERRILLOS OMAR A	16795 TRINITY BAY CT	MORENO V	92551	255.40	25.54	50.57	331.50
69360745001	316141016	684277	CARRUITERO, GINO A	16855	TRINITY BAY CT	92551-7480	CARRUITERO KARLA I	16855 TRINITY BAY CT	MORENO V	92551	195.29	19.53	38.67	253.48
31208775000	478381016	684277	SALAZAR, VINCENT	13288	TRIPLE CROWN CT	92555-8408	SALAZAR VINCENT	1750 CALIFORNIA NO 106	CORONA (	92881	251.21	25.12	49.74	326.06
80379445009	478381015	684277	MEDINA, JOSE	13308	TRIPLE CROWN CT	92555-8409	MEDINA JOSE MANUEL	13308 TRIPLE CROWN CT	MORENO V	92555	255.29	25.53	50.55	331.36
92221855002	478381014	684277	GARCIA, SAMUEL	13328	TRIPLE CROWN CT	92555-8409	VILLELA LUZ ANGELICA PAD	13328 TRIPLE CROWN CT	MORENO V	92555	255.29	25.53	50.55	331.36
72926365003	478381020	684277	ROSS, LASHONDA	13343	TRIPLE CROWN CT	92555-8409	ROSS STEVE	13343 TRIPLE CROWN CT	MORENO V	92555	255.18	25.518	50.53	331.22
31624585008	478381012	684277	AGUSTIN, EFREN (OWNR)	13368	TRIPLE CROWN CT	92555-8409	AGUSTIN EFREN	13368 TRIPLE CROWN CT	MORENO V	92555	183.21	18.32	36.28	237.80
72589175009	478381011	684277	JUAREZ, MIRIAM	13388	TRIPLE CROWN CT	92555-8409	ARELLANO BAUDELIO	13388 TRIPLE CROWN CT	MORENO V	92555	255.40	25.54	50.57	331.50
94259335000	478340011	684277	CRUZ, JADE (OWNR)	28207	TRISTAN DR	92555-6134	FUGRAD SALVADOR C	28267 TRISTAN DR	MORENO V	92555	246.38	24.64	48.78	319.80
90651175005	475111014	684277	ESPINOZA, KIMBERLY (RENT)	11456	TRIUMPH LN	92557-5543	ROOSTAI SHAHEEN	33568 TERRIE WAY	YUCAIPA (	92399	204.54	20.45	40.50	265.48
97189765005	475111024	684277	LONG, MARY (RENT)	11457	TRIUMPH LN	92557-5543	KABBINAVAR FAIROOZ F	5844 WOODLAKE AVE	WOODLAN	91367	45.77	4.577	9.06	59.4
31126055005	475182001	684277	CHAVEZ, GRACE	11508	TRIUMPH LN	92557-5520	ORTIZ CARLOS	11508 TRIUMPH LN	MORENO V	92557	255.40	25.54	50.57	331.50
94128685003	475182004	684277	ANDERSON, KAREN	11546	TRIUMPH LN	92557-5520	ANDERSON KENNETH R	11546 TRIUMPH LN	MORENO V	92557	191.66	19.17	37.95	248.76
31606745002	475182010	684277	O'NEIL, WILLIAM	11614	TRIUMPH LN	92557-5520	ONEIL WILLIAM H	11614 TRIUMPH LN	MORENO V	92557	255.29	25.53	50.55	331.36
96707365009	474291021	684277	CLARK, PAUL	11415	TROPIC CT	92557-5747	CLARK PAUL D	11415 TROPIC CT	MORENO V	92557	255.18	25.518	50.53	331.22
51592525005	479642009	684277	MARTINEZ, ERIK (RENT)	25645	TURMERIC WAY	92553-6845	WOODARD TARA	25645 TURMERIC WAY	MORENO V	92553	255.40	25.54	50.57	331.50
86153003004	304401008	684277	ALLEN, ANDREW	15583	TURNBERRY ST	92555-4952	ALLEN ANDREW	15583 TURNBERRY ST	MORENO V	92555	255.40	25.54	50.57	331.50
31427215004	304401010	684277	EKHAGUERE, COURAGE	15603	TURNBERRY ST	92555-4901	EKHAGUERE COURAGE	15603 TURNBERRY ST	MORENO V	92555	255.40	25.54	50.57	331.50
87952773006	304162001	684277	FAEDER, SETH NATHANIEL	15610	TURNBERRY ST	92555-4900	FAEDER SETH NATHANIEL	15610 TURNBERRY ST	MORENO V	92555	255.40	25.54	50.57	331.50
95868385006	304161016	684277	LILLY, BARBARA A	15615	TURNBERRY ST	92555-4901	LILLY BARBARA A	15615 TURNBERRY ST	MORENO V	92555	255.29	25.53	50.55	331.36
67375815006	304163002	684277	CARTER, FELIX	15660	TURNBERRY ST	92555-4902	CARTER FELIX	15660 TURNBERRY ST	MORENO V	92555	255.29	25.53	50.55	331.36
31381405003	304163003	684277	VIZCAINO, SILVERIO	15670	TURNBERRY ST	92555-4902	VIZCAINO SILVERIO	15670 TURNBERRY ST	MORENO V	92555	332.40	33.24	65.82	431.44
53786795004	304163004	684277	LOWE, RALPH	15680	TURNBERRY ST	92555-4902	LOWE RALPH	15680 TURNBERRY ST	MORENO V	92555	255.40	25.54	50.57	331.50
31454645008	304163005	684277	VERRETT, RICHARD J	15690	TURNBERRY ST	92555-4902	VERRETT RICHARD J	15690 TURNBERRY ST	MORENO V	92555	332.40	33.24	65.82	431.44
87254555003	304164007	684277	TENERELLI, NATHAN (OWNR)	15710	TURNBERRY ST	92555-4903	TENERELLI NATHAN	15710 TURNBERRY ST	MORENO V	92555	255.40	25.54	50.57	331.50
93705383002	304161002	684277	BAILEY, RHONDA	15759	TURNBERRY ST	92555-4904	BAILEY RHONDA	15759 TURNBERRY ST	MORENO V	92555	255.40	25.54	50.57	331.50
93705383007	304162003	684277	HOLLIE, CRYSTAL (RENT)	15630	TURNBERRY ST	92555-4900	BLACKMON LAWRENCE	#REF!	MORENO V	#REF!	130.50	13.05	25.84	169.38
97676075006	479663014	684277	JACKSON, MICHELLE (RENT)	25210	TURQUOISE LN	92557-7438	LOWDEN WILLIAM	25210 TURQUOISE LN	MORENO V	92557	55.40	5.54	10.97	71.90
96521325003	479663025	684277	NORMAN, SHANICKA (RENT)	25227	TURQUOISE LN	92557-7439	ATALLA MAGDY A	12963 GLENDA ST	CERRITOS	90703	255.18	25.518	50.53	331.22
31655455009	479663024	684277	ESPINOZA, MAYRA	25239	TURQUOISE LN	92557-7439	ESPINOZA MAYRA	25239 TURQUOISE LN	MORENO V	92557	332.40	33.24	65.82	431.44
48396115003	479663017	684277	VELASCO JR, ALBERTO	25246	TURQUOISE LN	92557-7438	VELASCO ALBERTO	25246 TURQUOISE LN	MORENO V	92557	255.40	25.54	50.57	331.50
90030455003	259371018	684277	PATTERSON, WILMA	22734	TURTLECREEK CT	92557-1809	PATTERSON WILMA E	22734 TURTLECREEK CT	MORENO V	92557	255.40	25.54	50.57	331.50
93758795005	291393024	684277	RANDLE, JANICE	12220	TURTON LN	92557-6921	RANDLE JANICE M	12220 TURTON LN	MORENO V	92557	255.29	25.53	50.55	331.36
31363475006	482471021	684277	PAGE, ROBERT	24512	TUSCARORA CIR	92553-5818	NOLLEY LA DONNA	24512 TUSCARORA CIR	MORENO V	92553	255.29	25.53	50.55	331.36
95822725002	482471020	684277	DELGADO, LOUIS	24518	TUSCARORA CIR	92553-5818	DELGADO LUIS	24518 TUSCARORA CIR	MORENO V	92553	255.18	25.518	50.53	331.22
31313055009	482471023	684277	TELLEZ, PAULA	24519	TUSCARORA CIR	92553-5818	TELLEZ JOAQUIN	24519 TUSCARORA CIR	MORENO V	92553	255.40	25.54	50.57	331.50
31075645001	482471019	684277	ROBINSON, CARLA (RENT)	24532	TUSCARORA CIR	92553-5818	FLORES IRIS Y	7540 ORCHARD ST NO 45	RIVERSIDE	92504	255.18	25.518	50.53	331.22
88773065004	482471025	684277	COVERT, CYNTHIA	24547	TUSCARORA CIR	92553-5818	JTH REAL ESTATE	360 E 1ST ST NO 297	TUSTIN CA	92780	27.40	2.74	5.43	35.56
31183675006	474730012	684277	GAINES, DAVID (OWNR)	11867	TUSCOLA ST	92557-6617	GAINES DAVID OLIVER	11867 TUSCOLA ST	MORENO V	92557	259.03	25.90	51.29	336.22
31376915006	474651042	684277	KING, CREASHA (RENT)	11940	TUSCOLA ST	92557-6635	FEDERAL NATL MORTGAGE ASSN	1800 TAPO CANYON SV2202	SIMI VALLE	93063	79.50	7.95	15.74	103.18
65858415007	479421033	684277	ALCARAZ, LEILANI	12347	TUSCOLA ST	92557-7606	CRANDELL TYSON L	12347 TUSCOLA ST	MORENO V	92557	66.78	6.68	13.22	86.68
77264825008	479422038	684277	GARCIA, SANTIAGO	12348	TUSCOLA ST	92557-7605	GARCIA SANTIAGO	12348 TUSCOLA ST	MORENO V	92557	332.16	33.216	65.77	431.14
95414965007	479421031	684277	HYDE, MARIA	12375	TUSCOLA ST	92557-7606	HYDE DAVID P	12375 TUSCOLA ST	MORENO V	92557	332.40	33.24	65.82	431.44
63767355004	479421028	684277	SALGADO, TASJA (RENT)	12407	TUSCOLA ST	92557-7607	NICKLAUS MICHAEL W	12407 TUSCOLA ST	MORENO V	92557	191.77	19.18	37.97	248.90
92326893001	479421027	684277	RAMIREZ, YOLANDA	12419	TUSCOLA ST	92557-7607	RAMIREZ JUAN	12419 TUSCOLA ST	MORENO V	92557	255.18	25.518	50.53	331.22
59808115003	487202006	684277	ESPINOZA, MARGIE	12590	TWIN BERRY DR	92555-2234	ESPINOZA JUAN M	12590 TWINBERRY DR	MORENO V	92555	255.40	25.54	50.57	331.50
71875065006	487200011	684277	RODRIGUEZ, EVELYN (RENT)	12603	TWIN BERRY DR	92555-2237	GONSALEZ RAMON	12603 TWINBERRY DR	MORENO V	92555	142.94	14.294	28.30	185.52
96290295001	487200006	684277	IBARRA, ROSALINA	12673	TWIN BERRY DR	92555-2237	IBARRA DANIEL	12673 TWINBERRY DR	MORENO V	92555	155.40	15.54	30.77	201.70
87013103008	487202012	684277	LUANPIJPONG, CHAJCHAWADEE	12674	TWIN BERRY DR	92555-2236	AMPAANPENROT WACHIRA	12674 TWINBERRY DR	MORENO V	92555	191.77	19.18	37.97	248.90
89590503009	308591007	684277	BALATBAT, RUDOLPH	15826	TWIN LAKES DR	92555-9107	BALATBAT RUDOLPH	15826 TWIN LAKES DR	MORENO V	92555	22.86	2.29	4.53	29.66
56472775002	308600001	684277	GUTIERREZ, CONSELUA (OWNR)	15838	TWIN LAKES DR	92555-9107	AGUILAR GUSTAVO	15838 TWIN LAKES DR	MORENO V	92555	239.22	23.92	47.37	310.50
85843665002	479573011	684277	SIMS, DARREN	13127	TWINFLOWER CT	92553-0821	SIMS DARREN	13127 TWINFLOWER CT	MORENO V	92553	255.18	25.518	50.53	331.22
31313615002	479573009	684277	MONTGOMERY, EMOGENE	13130	TWINFLOWER CT	92553-0820	MONTGOMERY BOBBY	13130 TWINFLOWER CT	MORENO V	92553	109.31	10.93	21.64	141.88
31503565008	479573008	684277	SUAREZ, MELENA	13144	TWINFLOWER CT	92553-0820	ELIZONDO ISRAEL	13144 TWINFLOWER CT	MORENO V	92553	282.64	28.26	55.96	366.86
87926193002	479573013	684277	CONCEPCION, ARLENE	13149	TWINFLOWER CT	92553-0821	GUILLORY NELSON W	13149 TWINFLOWER CT	MORENO V	92553	255.29	25.53	50.55	331.36

91366263000	485053018	684277	MAISON, LYNN (RENT)	24409	TYANN CT	92551-3638	FAUST JERRY	17289 MARIPOSA AVE	RIVERSIDE	92504	98.56	9.86	19.51	127.92
66426695003	485053015	684277	MOTA, ALFRED (OWNR)	24439	TYANN CT	92551-3638	MOTA LYDIA MARISSA	24439 TYANN CT	MORENO V	92551	191.77	19.18	37.97	248.90
93813215000	485053005	684277	HULUM, BARRY (OWNR)	24450	TYANN CT	92551-3637	HOME EXPO FINANCIAL INC	P O BOX 9818	MORENO V	92552	233.67	23.37	46.27	303.3
98221555019	485053008	684277	LUNA, ADELA	24480	TYANN CT	92551-3637	LUNA GARY	7531 EXBURY PL	RANCHO C	91739	274.75	27.48	54.40	356.62
95606215006	256451022	684277	AGIUNAGA, CELENA	11479	TYLER RD	92557-8334	RUIZ LUIS A	19041 AMBER VALLEY DR	WALNUT (	91789	231.68	23.17	45.87	300.72
31465605002	256452010	684277	BARAJAS, ERIC	11488	TYLER RD	92557-8334	BARAJAS ERIC	11488 TYLER RD	MORENO V	92557	255.40	25.54	50.57	331.50
31321745008	256452013	684277	ROMERO, CORRINA	21373	TYLER RD	92557-8336	YANEZ ANDREA	21373 TYLER RD	MORENO V	92557	191.66	19.17	37.95	248.76
57084735003	308540001	684277	NYECHE, KIM (OWNR)	26130	UNBRIDLED CIR	92555-3390	NYECHE KIM	26130 UNBRIDLED CIR	MORENO V	92555	255.18	25.518	50.53	331.22
96815335007	308540003	684277	HERNANDEZ, ADAM	26158	UNBRIDLED CIR	92555-3390	PRICE DARNELL	26158 UNBRIDLED CIR	MORENO V	92555	255.29	25.53	50.55	331.36
1.01558E+11	308540004	684277	ABDELWAHAB, MOHAMAD (OWN	26172	UNBRIDLED CIR	92555-3390	ABDELWAHAB MOHAMED	26172 UNBRIDLED CIR	MORENO V	92555	22.04	2.20	4.36	28.60
94764145009	308540014	684277	ORDUNEZ, KAREN (OWNR)	26189	UNBRIDLED CIR	92555-3391	ORDUNEZ CARLOS	26189 UNBRIDLED CIR	MORENO V	92555	389.52	38.95	77.12	505.58
67820255008	308540006	684277	SCHELLER, SUSAN	26200	UNBRIDLED CIR	92555-3391	VIRAMONTES EDWARD	26200 UNBRIDLED CIR	MORENO V	92555	315.69	31.57	62.51	409.76
95290075008	308540013	684277	MANSKER, MITTIE	26203	UNBRIDLED CIR	92555-3391	CHEN JURONG	26203 UNBRIDLED CIR	MORENO V	92555	255.18	25.518	50.53	331.22
89836983005	308540007	684277	GRISSOM, CALVIN	26214	UNBRIDLED CIR	92555-3391	ROBIN KURTZ INC	9391 NEOLANI DR	HUNTINGT	92646	255.29	25.53	50.55	331.36
31538635000	308540008	684277	GARCIA, RICHARD (OWNR)	26217	UNBRIDLED CIR	92555-3391	ABDELWAHAB MOHAMED	26228 UNBRIDLED CIR	MORENO V	92555	255.40	25.54	50.57	331.50
95664305006	482561035	684277	GUERRERO, LYDIA	14395	UNITY CT	92553-2431	GUERRERO LYDIA	14395 UNITY CT	MORENO V	92553	255.18	25.518	50.53	331.22
96408213006	482562010	684277	SIORDIA, MARIA AND ERNESTO (R	14430	UNITY CT	92553-3578	DONAN GRISELDA	515 N EASTSIDE ST	SANTA AN	92701	255.18	25.518	50.53	331.22
92417413009	482562012	684277	ALDAPA, JOHNNY	14458	UNITY CT	92553-3578	ALDAPA JOHNNY	14458 UNITY CT	MORENO V	92553	255.29	25.53	50.55	331.36
69567905007	482333003	684277	SANCHEZ, MIRIAM	14557	UNITY CT	92553-9401	SANCHEZ MIRIAM	14557 UNITY CT	MORENO V	92553	255.40	25.54	50.57	331.50
31461315002	482333004	684277	GONZALEZ, CIPRIANO (OWNR)	14577	UNITY CT	92553-9401	GONZALEZ CIPRIANO	14577 UNITY CT	MORENO V	92553	183.77	18.38	36.39	238.52
91012825003	482690001	684277	LOERA, ARMANDO	14605	UNITY CT	92553-9403	LOERA CECILIA	14605 UNITY CT	MORENO V	92553	255.29	25.53	50.55	331.36
31263145008	482690024	684277	MELGOZA, ADELINA	14681	UNITY CT	92553-9422	MELGOZA ADELINA	14681 UNITY CT	MORENO V	92553	255.40	25.54	50.57	331.50
31429605008	482690026	684277	MACIAS, NORMA	14703	UNITY CT	92553-9440	MACIAS SERGIO ROGELIO	14703 UNITY CT	MORENO V	92553	259.10	25.91	51.30	336.3
31591825009	482690034	684277	BROWN, DARRYL W AND VALARIE	14717	UNITY CT	92553-9423	BROWN DARRYL WAYNE	14636 SALT RIVER WAY	MORENO V	92555	255.40	25.54	50.57	331.50
97106455004	481161028	684277	MARTINEZ, MIGUEL	12573	VAL VIEW ST	92553-3736	MARTINEZ MIGUEL	12573 VAL VIEW ST	MORENO V	92553	151.70	15.17	30.04	196.9
97968365006	481161026	684277	BROWN, DIANE	12609	VAL VIEW ST	92553-9301	BROWN JOHN ELLIOTT	12609 VAL VIEW ST	MORENO V	92553	255.29	25.53	50.55	331.36
94059945006	481171014	684277	HALL, LEAH (RENT)	12612	VAL VIEW ST	92553-9310	DEMEJIA IRMA DE ALBA	12612 VAL VIEW ST	MORENO V	92553	102.81	10.281	20.36	133.44
86500743001	475220007	684277	VARELA, LINDA	24810	VALECREST DR	92557-6403	VARELA LINDA K	24810 VALECREST DR	MORENO V	92557	255.29	25.53	50.55	331.36
53737805005	475221005	684277	HOGUE, MARIART	24845	VALECREST DR	92557-6404	SHORT HOSIE B	1653 W 126TH ST	LOS ANGEI	90047	255.40	25.54	50.57	331.50
31275665002	487073024	684277	BUTIU, ROEL	12313	VALERIE CT	92555-1865	BUTIU ROEL D	12313 VALERIE CT	MORENO V	92555	255.29	25.53	50.55	331.36
54854285006	487073026	684277	GOODALL, SABRINA	12333	VALERIE CT	92555-1865	BAILEY KATHERINE E	12333 VALERIE CT	MORENO V	92555	255.29	25.53	50.55	331.36
86420873004	473382004	684277	MONSON GORDON, JOYCELYN	11748	VALLE LINDO	92555-5324	GORDON JOYCELYN M	11748 VALLE LINDO	MORENO V	92555	298.67	29.87	59.14	387.66
31533315008	292045004	684277	VELASQUEZ, MARCELINO	12570	VALLEY MEADOWS DR	92553-5995	VELASQUEZ MARCELINO	12570 VALLEY MEADOWS DR	MORENO V	92553	255.29	25.53	50.55	331.36
88018545004	292045005	684277	GALAN, FRANCISCA	12584	VALLEY MEADOWS DR	92553-5995	GALAN GUSTAVO	12584 VALLEY MEADOWS DR	MORENO V	92553	71.66	7.17	14.19	93.00
86450195004	292044003	684277	RAMIREZ, ELADIO	12595	VALLEY MEADOWS DR	92553-5995	RAMIREZ ELADIO	12595 VALLEY MEADOWS DR	MORENO V	92553	180.94	18.09	35.83	234.86
96725795001	292054013	684277	REDWINE, KAREN	12650	VALLEY MEADOWS DR	92553-5996	REDWINE KAREN L	12650 VALLEY MEADOWS DR	MORENO V	92553	255.29	25.53	50.55	331.36
95530595008	292054011	684277	ADAMS, BRANY (RENT)	12674	VALLEY MEADOWS DR	92553-5996	TANG LARRY	24339 RIMFORD PL	DIAMOND	91765	255.40	25.54	50.57	331.50
31466145007	292053012	684277	GILLETTE, SUZANNE (RENT)	12679	VALLEY MEADOWS DR	92553-5969	SCHLOEGL DAVID W	6691 MIDNIGHT SUN DR	MAINEVILL	45039	191.77	19.18	37.97	248.90
95481065005	292084011	684277	CANALES, JUAN	12853	VALLEY SPRINGS DR	92553-2602	CANALES URBINA JUAN BAUTISTA ESTA	12853 VALLEY SPRINGS DR	MORENO V	92553	64.29	6.429	12.73	83.44
89968223006	292084010	684277	HORTON, CARMEN	12867	VALLEY SPRINGS DR	92553-2602	HORTON LARRY RAY	12867 VALLEY SPRINGS DR	MORENO V	92553	601.72	60.17	119.14	781.02
94844075003	292084001	684277	DE SANTIAGO, LUZ (OWNR)	12991	VALLEY SPRINGS DR	92553-5918	DESANTIAGO LUZ ELENA	12991 VALLEY SPRINGS DR	MORENO V	92553	52.78	5.278	10.45	68.5
84637625008	296041021	684277	JIMENEZ, RICARDO	13062	VALLEY SPRINGS DR	92553-5903	GARCIA OSCAR	13062 VALLEY SPRINGS DR	MORENO V	92553	255.29	25.53	50.55	331.36
58787495000	474142001	684277	KATCHADOORIAN, ROSE	25405	VALLEY VIEW LN	92557-6507	KATCHADOORIAN ROSE	25405 VALLEY VIEW LN	MORENO V	92557	229.78	22.98	45.50	298.24
62400285008	484102012	684277	HURST, FREDA	25274	VALLEYWOOD CT	92553-4416	MCCULLOUGH HURST ALFREDA	25274 VALLEYWOOD CT	MORENO V	92553	255.29	25.53	50.55	331.36
94313225008	484103001	684277	CAMARILLO, RAFAEL AND ANA	25369	VALLEYWOOD CT	92553-4417	QUINTERO RAFAEL CAMARILLO	25369 VALLEYWOOD CT	MORENO V	92553	155.18	15.518	30.73	201.42
31645365009	484102020	684277	BULL, GREGORY	25370	VALLEYWOOD CT	92553-4418	BULL GREGORY DON	25370 VALLEYWOOD CT	MORENO V	92553	255.29	25.53	50.55	331.36
31327225004	484265013	684277	DEISS, JUDY (OWNR)	14776	VAN GOGH AVE	92553-1520	FREEMAN JUDITH A	14776 VAN GOGH AVE	MORENO V	92553	41.66	4.17	8.25	54.06
31175955003	485071001	684277	ABBYS ADOLESCENT DEVEL CTR	24510	VANDENBERG DR	92551-4024	MENDOZA OSCAR	24510 VANDENBERG DR	MORENO V	92551	332.40	33.24	65.82	431.44
93679045001	485074010	684277	GOLDWINE, JOE (RENT)	24523	VANDENBERG DR	92551-4023	RIVERA LEE	6705 VICTORIA AVE	RIVERSIDE	92506	404.76	40.48	80.14	525.36
97420535003	485074007	684277	CISSELL, MICHAEL	24569	VANDENBERG DR	92551-4023	AHMED OMAR FAISAL	5533 PINE AVE	CHINO HIL	91709	184.52	18.45	36.53	239.50
92072535007	485071007	684277	BROWN, TAMALA (RENT)	24586	VANDENBERG DR	92551-4024	DIXON DONNA LAVERNE	24586 VANDENBERG DR	MORENO V	92551	332.64	33.26	65.86	431.76
94013845004	484253026	684277	GUTIERREZ, MARILOU	25172	VANESSA CT	92553-7178	MARCHELLO DONALD S	25172 VANESSA CT	MORENO V	92553	255.29	25.53	50.55	331.36
87477845000	487443008	684277	SRIDIS, CHANASUK (OWNR)	13358	VARSITY LN	92555-3710	SRIDIS CHANASUK CHUCK	13358 VARSITY LN	MORENO V	92555	191.65	19.17	37.95	248.76
48514235006	487442026	684277	EYESTONE, ANDREW (OWNR)	13415	VARSITY LN	92555-3707	EYESTONE ANDREW	13415 VARSITY LN	MORENO V	92555	255.40	25.54	50.57	331.50
96384905004	487443003	684277	ZAPATA, TINA	13428	VARSITY LN	92555-3708	ZAPATA NORMAN DE JESUS	13428 VARSITY LN	MORENO V	92555	97.65	9.77	19.33	126.74
96675345003	487442028	684277	ROSAS, FERNANDO LUIS (OWNR)	13443	VARSITY LN	92555-3707	CHARIS FINANCIAL	4553 W 116TH ST	HAWTHOR	90250	255.40	25.54	50.57	331.50
31525905000	304421019	684277	NEVELS, THOMAS	14550	VASCO WAY	92555-7305	VEGA SUMMER R	14560 VASCO WAY	MORENO V	92555	318.92	31.89	63.15	413.94
97720525008	304433003	684277	GOULD, EUNICE	14677	VASCO WAY	92555-7306	GOULD EUNICE MAE	14677 VASCO WAY	MORENO V	92555	191.77	19.18	37.97	248.90
94155565001	482641003	684277	LONG HEUY	13521	VELLANTO WAY	92553-3857	COMMERCIAL PACIFIC HOLDING INC	1379 PARK WESTERN NO 300	SAN PEDR	90732	128.14	12.81	25.37	166.32
49409175000	482641010	684277	WARD, SAMANTHA	13563	VELLANTO WAY	92553-3883	COOK TIFFANY ANN	11762 JAFFA WAY	MORENO V	92557	128.03	12.80	25.35	166.18
31637195002	482641015	684277	MENA, ESMIRNA	13593	VELLANTO WAY	92553-3883	MENA OSCAR A	13593 VELLANTO WAY	MORENO V	92553	155.29	15.53	30.75	201.56
94258195001	482641016	684277	MUIR, FRAN	13599	VELLANTO WAY	92553-3883	MUIR DOUGLAS	13599 VELLANTO WAY	MORENO V	92553	255.40	25.54	50.57	331.50
31218545008	482641018	684277	TATE, RETONYA	13613	VELLANTO WAY	92553-5301	POSADA FERNANDO	13613 VELLANTO WAY	MORENO V	92553	317.98	31.80	62.96	412.72
31495185007	482641021	684277	KILLEBREW, NATASHA (RENT)	13633	VELLANTO WAY	92553-5301	CHEN HSIU CHEN	206 AMBERWOOD DR	WALNUT (	91789	332.64	33.26	65.86	431.76
31198965003	482642042	684277	KNOX, DAVID	13650	VELLANTO WAY	92553-5304	KNOX DAVID R	13650 VELLANTO WAY	MORENO V	92553	255.29	25.53	50.55	331.36

66792995005	482653040	684277	SYLVIA, PATRICIA	13674	VELLANTO WAY	92553-5304	SYLVIA DAVID W	13674 VELLANTO WAY	MORENO V	92553	255.18	25.518	50.53	331.22
96310705001	482651008	684277	TO, ROBERTA	13725	VELLANTO WAY	92553-3897	MARTINEZ MICHAEL	13725 VELLANTO WAY	MORENO V	92553	32.64	3.26	6.46	42.36
95493935008	482651009	684277	FIELDS, SIMON K	13733	VELLANTO WAY	92553-3897	FIELDS SIMON K	13733 VELLANTO WAY	MORENO V	92553	55.29	5.529	10.95	71.76
97041595004	479542008	684277	MACIAS, CARLOS (RENT)	12806	VELVETLEAF ST	92553-1226	TRAN HOA THIEN	8302 GUMWOOD CIR	WESTMINS	92683	128.14	12.81	25.37	166.32
31521495005	479542010	684277	SMITH, MAURITA	12822	VELVETLEAF ST	92553-4786	RODRIGUEZ MARIA T	12846 VELVETLEAF ST	MORENO V	92553	255.29	25.53	50.55	331.36
31074375000	479552001	684277	ROOTS-FAUK, LIZZIE	12838	VELVETLEAF ST	92553-4786	ROOTS FAULK LIZZIE BENITA	12838 VELVETLEAF ST	MORENO V	92553	255.29	25.53	50.55	331.36
89694483003	479552005	684277	AMOS, BRENDA (OWN)	12870	VELVETLEAF ST	92553-4786	AMOS JAMES T	12870 VELVETLEAF ST	MORENO V	92553	255.29	25.53	50.55	331.36
95317455009	479551003	684277	HALL, AARON	12877	VELVETLEAF ST	92553-4798	GANGOSO CHRISTINE LISA	12877 VELVETLEAF ST	MORENO V	92553	298.82	29.88	59.17	387.86
65817525000	479552006	684277	JACKSON, SWEET (RENT)	12878	VELVETLEAF ST	92553-4786	GTM RESIDENTIAL PROP	3452 E FOOTHILL STE 230	PASADENA	91107	207.56	20.76	41.10	269.4
31274465007	479552010	684277	HUIZAR, MIGUEL AND ANGEL	12910	VELVETLEAF ST	92553-4788	HUIZAR MIGUEL	12910 VELVETLEAF ST	MORENO V	92553	255.40	25.54	50.57	331.50
31471095007	479533023	684277	DREW, RODNEY	12941	VELVETLEAF ST	92553-4787	DREW DANA REBECCA	12941 VELVETLEAF ST	MORENO V	92553	284.20	28.42	56.27	368.88
67366295004	479534008	684277	PERRY, TAMIKO (RENT)	12942	VELVETLEAF ST	92553-4788	NUNEZ SAUL	12942 VELVETLEAF ST	MORENO V	92553	232.50	23.25	46.04	301.78
31371955008	479533018	684277	HUERTA, JESUS (RENT)	12981	VELVETLEAF ST	92553-4787	ESCUTIA OSCAR R	12981 VELVETLEAF ST	MORENO V	92553	90.40	9.04	17.90	117.32
31601445006	474643004	684277	CRUZ, MARIA ELENA (OWNR)	11826	VENETIAN DR	92557-6517	CRUZ MARIA ELENA	16270 VIA ULTIMO	MORENO V	92551	255.40	25.54	50.57	331.50
31425595008	474643008	684277	RANKINS, TROY	11850	VENETIAN DR	92557-6517	RANKINS TROY	11850 VENETIAN DR	MORENO V	92557	332.40	33.24	65.82	431.44
90614373001	474643011	684277	COATES-JARMAN, STEVEN	11868	VENETIAN DR	92557-6517	COATES JARMAN S P	11868 VENETIAN DR	MORENO V	92557	255.18	25.518	50.53	331.22
31195865000	474643012	684277	DELONE, RAYMOND	11874	VENETIAN DR	92557-6517	DELONE RAYMOND	11874 VENETIAN DR	MORENO V	92557	332.40	33.24	65.82	431.44
80285795004	474644005	684277	DIAZ, PATRICIA AND ENRIQUE	11932	VENETIAN DR	92557-6519	HERRERA ENRIQUE DIAZ	11932 VENETIAN DR	MORENO V	92557	255.40	25.54	50.57	331.50
52305755002	474393009	684277	FISH, GARRETT	11962	VENETIAN DR	92557-6519	TAFOLLA MICHAEL	11962 VENETIAN DR	MORENO V	92557	229.77	22.98	45.49	298.24
94919035002	474392009	684277	STRIETER, DAVID (RENT)	11981	VENETIAN DR	92557-6520	MEDINA ROBERTO	11981 VENETIAN DR	MORENO V	92557	83.46	8.346	16.53	108.32
75295965004	474392010	684277	MONTANO, KARLA	11981	VENETIAN DR	92557-6520	SOLANO KENNY	11987 VENETIAN DR	MORENO V	92557	174.17	17.42	34.49	226.06
69852035006	304172037	684277	SADLER, DENISE (RENT)	15707	VERSAILLES CT	92555-4933	TRAN JOHN	426 BELLA VISTA AVE	PASADENA	91107	45.92	4.59	9.09	59.60
31165275007	304172035	684277	MONGELLO, ANDREA	15716	VERSAILLES CT	92555-4933	MONGELLO GENNARO	15716 VERSAILLES CT	MORENO V	92555	28.23	2.82	5.59	36.64
31593435007	479603010	684277	DIAZ, KASY (RENT)	25626	VESPUCCI AVE	92557-7631	SIERRA O JUANA O	25626 VESPUCCI AVE	MORENO V	92557	255.40	25.54	50.57	331.50
94037455004	479602003	684277	ATLAS, JOEL	25631	VESPUCCI AVE	92557-7632	ATLAS JOEL	25631 VESPUCCI AVE	MORENO V	92557	191.66	19.17	37.95	248.76
89861603003	479603003	684277	POOLE, MELITA (RENT)	25700	VESPUCCI AVE	92557-7752	SARIAN RAFFI	25700 VESPUCCI AVE	MORENO V	92557	255.40	25.54	50.57	331.50
31429205002	312203004	684277	WESLEY, CHARLOTTE	16698	VIA ALEGRIA	92551-2124	THOMAS CLAUDE HENRY	16698 VIA ALEGRIA	MORENO V	92551	259.13	25.91	51.31	336.34
96002875008	312203006	684277	PHANNIX, MICHELLE	16722	VIA ALEGRIA	92551-2144	PHANNIX ALFRED R	16722 VIA ALEGRIA	MORENO V	92551	332.64	33.26	65.86	431.76
82182915006	312203007	684277	WILLIAMS, KANIYA (RENT)	16734	VIA ALEGRIA	92551-2144	SUN SIGE	40673 CEBU ST	TEMECULA	92591	314.66	31.47	62.30	408.42
56625985001	486121013	684277	SHEPPARD JR, ROBERT	15367	VIA ALICIA DR	92551-7088	SHEPPARD ELLEN K	15367 VIA ALICIA DR	MORENO V	92551	255.29	25.53	50.55	331.36
96744855009	486121012	684277	VILLELA, ROSA (RENT)	15379	VIA ALICIA DR	92551-7088	GRIFFIES BRIAN	15379 VIA ALICIA DR	MORENO V	92551	144.75	14.48	28.66	187.88
97054855002	260063009	684277	INIQUEZ, MARTIN	23347	VIA AMADOR	92557-2719	INIGUEZ MARTIN B	23347 VIA AMADOR	MORENO V	92557	109.40	10.94	21.66	142.00
90224615009	260063004	684277	SATTERWHITE, NANCY (OWNR)	23387	VIA AMADOR	92557-2719	SATTERWHITE NANCY R	23387 VIA AMADOR	MORENO V	92557	191.77	19.18	37.97	248.90
98228505015	260061029	684277	HERNANDEZ, RAUL (RENT)	10261	VIA APOLINA	92557-2703	GONZALEZ KARLA G	10261 VIA APOLINA	MORENO V	92557	195.40	19.54	38.69	253.62
98191535019	260061027	684277	ALFORD, WENDY (OWNR)	10277	VIA APOLINA	92557-2703	ALFORD WENDY	10277 VIA APOLINA	MORENO V	92557	28.03	2.80	5.55	36.38
31132605008	260061026	684277	MEJIA, JAVIER AND JESSICA (REN	10285	VIA APOLINA	92557-2703	ZHU WENYI	3261 SAWTELLE BLV NO 205	LOS ANGEL	90066	249.96	25.00	49.49	324.44
81919765003	260061025	684277	DANIELS, MICHELLE (RENT)	10293	VIA APOLINA	92557-2703	KAPUR HARISH	10293 VIA APOLINA	MORENO V	92557	159.36	15.94	31.55	206.84
56415405009	260063023	684277	JAMES, GLORIA	10350	VIA APOLINA	92557-2705	WQ INV CORP	15568 BROOKHURST NO 364	WESTMINS	92683	178.03	17.80	35.25	231.08
31250965002	260061019	684277	CASTANEDA, MARIA	10353	VIA APOLINA	92557-2712	ARELLANO ROQUE	10353 VIA APOLINA	MORENO V	92557	255.40	25.54	50.57	331.50
91073005007	260063024	684277	COLBERT, EBONY (RENT)	10360	VIA APOLINA	92557-2711	SABER REFAT	10360 VIA APOLINA	MORENO V	92557	263.43	26.34	52.16	341.92
97105405007	260061012	684277	RODRIGUEZ, JAMES (OWNR)	10409	VIA APOLINA	92557-2728	RODRIGUEZ JAMES	10409 VIA APOLINA	MORENO V	92557	168.89	16.889	33.44	219.2
57926805000	486121007	684277	THOMPSON, KIM (OWNR)	25571	VIA CARLOS CT	92551-7085	FEDERAL HOME LOAN MORTGAGE COR	888 E WALNUT ST	PASADENA	91101	332.64	33.26	65.86	431.76
31407715001	486122022	684277	VILLAVA, BERNADO	25605	VIA CARLOS CT	92551-7087	VILLALBA BERNARDO	25605 VIA CARLOS CT	MORENO V	92551	255.40	25.54	50.57	331.50
31076545000	486122016	684277	WILLIAMS, ANNTANEY (RENT)	25640	VIA CARLOS CT	92551-7086	REN YI	5100 ARDENAL AVE	TEMPLE CI	91780	65.56	6.56	12.98	85.08
31208005002	473383002	684277	EVANS, VIRGINIA	11722	VIA COLINA	92555-5326	EVANS VIRGINIA R	11722 VIA COLINA	MORENO V	92555	255.29	25.53	50.55	331.36
31371445006	304370008	684277	SPEARS, BELINDA	27727	VIA DE LA REAL	92555-5803	SPEARS BELINDA	27727 VIA DE LA REAL	MORENO V	92555	255.29	25.53	50.55	331.36
31370625000	304370012	684277	AUBRY, SHERRYL	27740	VIA DE LA REAL	92555-5802	AUBRY SHERRYL	27740 VIA DE LA REAL	MORENO V	92555	255.40	25.54	50.57	331.50
31405415008	304370054	684277	BIEDERMANN, STACEY	27817	VIA DE LA REAL	92555-5805	KIM EUN HEE	27817 VIA DE LA REAL	MORENO V	92555	255.29	25.53	50.55	331.36
96563685009	487121006	684277	MALLEY, JAMES	12369	VIA DE PALMAS	92555-1844	MALLEY JAMES A	12369 VIA DE PALMAS AVE	MORENO V	92555	205.29	20.53	40.65	266.46
31280505006	487121007	684277	ORTIZ, IRMA (OWNR)	12379	VIA DE PALMAS	92555-1844	ORTIZ CELIO	12379 VIA DE PALMAS AVE	MORENO V	92555	255.40	25.54	50.57	331.50
1.01183E+11	487121008	684277	KING, VERNITA	12399	VIA DE PALMAS	92555-1844	GOODWIN JACK	12399 VIA DE PALMAS AVE	MORENO V	92555	55.40	5.54	10.97	71.9
75099545009	259482006	684277	BROOKS, SHIRLEY	9966	VIA DEL NORTE	92557-3522	BROOKS SHIRLEY A	9966 VIA DEL NORTE	MORENO V	92557	255.29	25.53	50.55	331.36
31483695006	482293005	684277	MONTOLLANO, DORIAN (RENT)	24247	VIA DEL SOL	92553-6225	BRAYBOY DANNIE	24247 VIA DEL SOL	MORENO V	92553	110.36	11.04	21.85	143.24
95327225007	482294002	684277	VELEZ, VERONICA	24250	VIA DEL SOL	92553-6224	VELEZ RICARDO	24250 VIA DEL SOL	MORENO V	92553	255.29	25.53	50.55	331.36
97026785005	482293007	684277	GARCIA, MARTA	24331	VIA DEL SOL	92553-3347	GARCIA MARTIN	24331 VIA DEL SOL	MORENO V	92553	60.98	6.10	12.07	79.14
96769175009	482293016	684277	MENDOZA, BLANCA (OWNR)	24385	VIA DEL SOL	92553-3347	YANEZ DOLORES	1544 W WASHINGTON AVE	SANTA AN	92706	255.40	25.54	50.57	331.50
62717375006	482320001	684277	LEWIS, ART	24418	VIA DEL SOL	92553-3350	LEWIS ARTHUR L	24418 VIA DEL SOL	MORENO V	92553	68.46	6.85	13.56	88.86
62817305009	482321012	684277	MARQUES, ANGEL AND SANDRA (	24445	VIA DEL SOL	92553-3349	GRANADOS MANUEL	8832 SAPPHIRE AVE	WESTMINS	92683	187.40	18.74	37.11	243.24
80815695009	482321009	684277	MOORE, ALICE AESTEL	24475	VIA DEL SOL	92553-3349	OROZCO GERARDO M	24475 VIA DEL SOL	MORENO V	92553	255.29	25.53	50.55	331.36
95371075006	312351026	684277	WILKERSON, SHINIKE	25941	VIA ELEGANTE	92551-6366	NGUYEN EMPIRE INV	7233 CANYON GLEN CT	SAN DIEGO	92129	21.61	2.16	4.28	28.04
31399415003	312351035	684277	ACEIEUNO, SONIA	25946	VIA ELEGANTE	92551-6366	DO DUC	25946 VIA ELEGANTE	MORENO V	92551	255.18	25.518	50.53	331.22
31287075001	312351034	684277	RIVERA, SALVADOR	25954	VIA ELEGANTE	92551-6366	RIVERA SALVADOR M	25954 VIA ELEGANTE	MORENO V	92551	255.29	25.53	50.55	331.36
31355695006	312351028	684277	HERNANDEZ, IRMA (OWNR)	25957	VIA ELEGANTE	92551-6366	HERNANDEZ IRMA I	25957 VIA ELEGANTE	MORENO V	92551	255.40	25.54	50.57	331.50
71164195008	312233010	684277	GUEVARA, MARILU	25764	VIA HAMACA AVE	92551-2175	GUEVARA MARTIN	25764 VIA HAMACA AVE	MORENO V	92551	332.40	33.24	65.82	431.44
1.0008E+11	312233021	684277	MASON, CHARLIE	25790	VIA HAMACA AVE	92551-2174	MASON CHARLIE	25790 VIA HAMACA AVE	MORENO V	92551	255.18	25.518	50.53	331.22

89538493000	312234013	684277	VEGA, CECILIA	25835	VIA HAMACA AVE	92551-2196	VEGA EDUARDO	25835 VIA HAMACA AVE	MORENO V	92551	255.40	25.54	50.57	331.50
58298125006	312233029	684277	MONTANO, GABE (OWNR)	25870	VIA HAMACA AVE	92551-2193	MONTANO GABRIEL A	25870 VIA HAMACA AVE	MORENO V	92551	135.29	13.53	26.79	175.60
65035385008	312234009	684277	JENKINS, JAEL (RENT)	25875	VIA HAMACA AVE	92551-2196	BROWN CAROLYN	25875 VIA HAMACA AVE	MORENO V	92551	89.02	8.902	17.63	115.54
88024305002	486452018	684277	HASSAN, MALIKA	16300	VIA IMPRESSO	92551-1618	HAREWOOD LEROY A	16300 VIA IMPRESSO	MORENO V	92551	255.29	25.53	50.55	331.36
31426885005	486452017	684277	GILMER, RENEE	16310	VIA IMPRESSO	92551-1618	BEECHER DANIEL J	16310 VIA IMPRESSO	MORENO V	92551	332.40	33.24	65.82	431.44
31237525002	486463004	684277	ROMERO, MARIA	16315	VIA IMPRESSO	92551-1617	CORTEZ HEYDEE GUZMAN	16315 VIA IMPRESSO	MORENO V	92555	255.29	25.53	50.55	331.36
73899555001	260450014	684277	TESORIERO, GABRIELA	10200	VIA INDIGO	92557-2745	TESORIERO SERGIO A	10200 VIA INDIGO	MORENO V	92557	91.77	9.18	18.17	119.10
31623515005	312242025	684277	REYES, GABINO	25785	VIA JACARA CT	92551-2153	REYES GABINO	25785 VIA JACARA CT	MORENO V	92551	28.03	2.80	5.55	36.38
97530265005	312242021	684277	PETERS, ELECIA	25820	VIA JACARA CT	92551-2103	PETERS ELECIA	25820 VIA JACARA CT	MORENO V	92551	255.18	25.518	50.53	331.22
75749005002	486464017	684277	LYNCH, TAMESHA	25691	VIA KANNELA	92551-2068	LYNCH TAMEESHA	25691 VIA KANNELA	MORENO V	92551	255.29	25.53	50.55	331.36
63896365009	486464013	684277	DE LA MADRID, RAY	25731	VIA KANNELA	92551-2000	GALINDO DOUGLAS LYNDON	25731 VIA KANNELA	MORENO V	92551	255.29	25.53	50.55	331.36
93429665000	486464010	684277	HAWKINS, KIM	25761	VIA KANNELA	92553-	LINCOLN HAWKINS KIM	25761 VIA KANNELA	MORENO V	92551	30.40	3.04	6.02	39.44
66454035004	308463006	684277	LIM, SOY (RENT)	15363	VIA LIDO	92555-4118	HIPPOZE BULK INV	1627 VIA ROMA CIR	CORONA (	92881	128.14	12.81	25.37	166.32
48716565007	308462013	684277	CREWSE, JASON	15366	VIA LIDO	92555-4118	FEDERAL HOME LOAN MORTGAGE COR	15366 VIA LIDO	MORENO V	92555	255.40	25.54	50.57	331.50
31645815005	486124004	684277	GUZMAN, LESLIE (OWNR)	15481	VIA LORCA DR	92551-7070	GUZMAN JUAN CARLOS	15481 VIA LORCA DR	MORENO V	92551	191.77	19.18	37.97	248.90
31206885001	312204007	684277	GLADNEY, KYMBERLY	16789	VIA LUNADO	92551-2185	GLADNEY VLAIR	16789 VIA LUNADO	MORENO V	92551	64.25	6.43	12.72	83.38
97107803009	312211005	684277	BROWN, DARRYL	16849	VIA LUNADO	92551-2189	BROWN DARRYL L	16849 VIA LUNADO	MORENO V	92551	255.40	25.54	50.57	331.50
48326625003	312212006	684277	ROSE, CLEATE	16850	VIA LUNADO	92551-2186	ROSE CLEATE E	16850 VIA LUNADO	MORENO V	92551	191.55	19.155	37.93	248.62
48327875008	312211007	684277	BROWN, SHEENA (OWNR)	16873	VIA LUNADO	92551-2189	BROWN SHEENA	16873 VIA LUNADO	MORENO V	92551	195.40	19.54	38.69	253.62
31465435008	308470021	684277	SMITH, SAMETRIA	15338	VIA MARAVILLA	92555-4115	TRAN MICHAEL	15338 VIA MARAVILLA	MORENO V	92555	266.43	26.64	52.75	345.82
31128105001	259470025	684277	HENRY, JUANITA	9770	VIA MONTARA	92557-3502	BLUNT GEORGE E	9770 VIA MONTARA	MORENO V	92557	171.57	17.16	33.97	222.68
31357025003	259470030	684277	COFFEEN, DEBRA	9840	VIA MONTARA	92557-3504	COFFEEN DONALD S	9840 VIA MONTARA	MORENO V	92557	255.29	25.53	50.55	331.36
86586053004	259452005	684277	MOORE, MELVIN	9950	VIA MONTARA	92557-3510	MOORE MELVIN	9950 VIA MONTARA	MORENO V	92557	39.32	3.93	7.79	51.02
87872775006	260061002	684277	FARHA, ALEES	23355	VIA MONTEGO	92557-2724	FARHA ALEES	23355 VIA MONTEGO	MORENO V	92557	332.40	33.24	65.82	431.44
90241765001	260064007	684277	SIMON, DALE (OWNR)	23364	VIA MONTEGO	92557-2723	SIMON DALE SCOTT	23364 VIA MONTEGO	MORENO V	92557	191.77	19.18	37.97	248.90
55281025006	260063050	684277	KIRBY-WHITE, DIANE	23379	VIA MONTEGO	92557-2716	WHITE DIANE	23571 SUNNYMEAD RCH PKY	MORENO V	92557	197.95	19.80	39.19	256.92
31573925006	312201004	684277	OCHOA, RUBEN AND JOSEPHINA	16675	VIA PAMPLONA	92551-2178	SANTANA RUBEN OCHOA	16675 VIA PAMPLONA	MORENO V	92551	255.40	25.54	50.57	331.50
31574295006	260062016	684277	PATRICKO, CANDICE AND JOSEPH	10270	VIA PASTORAL	92557-2713	PATRICKO JOSEPH	10270 VIA PASTORAL	MORENO V	92557	128.03	12.80	25.35	166.18
81279945005	260063012	684277	JORDAN, VICKY (OWNR)	10333	VIA PASTORAL	92557-2714	JORDAN VICKY	10333 VIA PASTORAL	MORENO V	92557	241.62	24.16	47.84	313.62
53058345003	260061044	684277	HUNDLEY, DELONA	10218	VIA PAVON	92557-2706	MODE DE LONA	10218 VIA PAVON	MORENO V	92557	191.66	19.17	37.95	248.76
52932025007	260062003	684277	WALKER, TIMEA (RENT)	10247	VIA PAVON	92557-2707	CORDERO SANDRA	10816 ANEMORE CIR	MORENO V	92557	255.40	25.54	50.57	331.50
95842755003	260062006	684277	RECIO, MARTIN (RENT)	10277	VIA PAVON	92557-2707	DELATORRE ALBERT	10277 VIA PAVON	MORENO V	92557	162.62	16.262	32.20	211.08
97360795006	260062008	684277	ZAPATA, MARIA	10297	VIA PAVON	92557-2718	ZAPATA BERNARDO E	10297 VIA PAVON	MORENO V	92557	255.29	25.53	50.55	331.36
58808235009	260063002	684277	DE LOS SANTOS, MARIA	10300	VIA PAVON	92557-2708	ABAD CLARA STRAUSS	2613 HUNTINGTON LN NO A	REDONDO	90278	63.96	6.40	12.66	83.02
91180675009	260450006	684277	TAYLOR, DARYL (OWNR)	10030	VIA PESCADERO	92557-2746	TAYLOR DERYL	10030 VIA PESCADERO	MORENO V	92557	255.29	25.53	50.55	331.36
88947745002	312232009	684277	BASS, LATRICIA	25790	VIA QUINTO ST	92553-	BASS LATRICIA	25790 VIA QUINTO ST	MORENO V	92551	155.40	15.54	30.77	201.70
91725705005	308452011	684277	MCNEAL, RASHAWN	15333	VIA RIO	92555-4104	MCNEAL RASHAWN	15333 VIA RIO	MORENO V	92555	255.29	25.53	50.55	331.36
89619663002	308452012	684277	VRIJHOEF, MISTY (RENT)	15341	VIA RIO	92555-4104	YANG XI YONG	1452 ALLGEYER AVE	S EL MONT	91733	255.40	25.54	50.57	331.50
94213685003	308454021	684277	MORALES, PAMELA	15342	VIA RIO	92555-4104	MORALES LUIS G	15342 VIA RIO	MORENO V	92555	255.29	25.53	50.55	331.36
96144845005	308454016	684277	WILLIAMS, TATINIA (RENT)	15382	VIA RIO	92555-4105	WILLIAMS JAMAHL J	15382 VIA RIO	MORENO V	92555	339.83	33.98	67.29	441.08
96523665007	308451004	684277	ORTIZ, GRACIELA (OWNR)	15389	VIA RIO	92555-4105	VALENZUELA RICARDO	15389 VIA RIO	MORENO V	92555	255.40	25.54	50.57	331.50
96745405001	312232034	684277	FAGARANG, HANALEA	25795	VIA SALERNO CT	92551-2157	DEVEAU WALTER T	25795 VIA SALERNO CT	MORENO V	92551	255.18	25.518	50.53	331.22
84791295002	312232033	684277	WOODS-HAYDEN, JENEAN (OWNF	25805	VIA SALERNO CT	92551-2132	WOODS MALACHI	25805 VIA SALERNO CT	MORENO V	92551	332.40	33.24	65.82	431.44
31389875007	312232030	684277	GANT, STANLEY	25830	VIA SALERNO CT	92551-2132	GANT GARRY	25830 VIA SALERNO CT	MORENO V	92551	255.40	25.54	50.57	331.50
68360625007	260064011	684277	FREEMAN, KECIA	23347	VIA SAUSALITO	92557-2721	FREEMAN KECIA	23347 VIA SAUSALITO	MORENO V	92557	128.03	12.80	25.35	166.18
31346755002	304340014	684277	GARCIA, EDWARD (OWNR)	27683	VIA SOL ARRIVA	92555-5940	GARCIA EDWARD M	27683 VIA SOL ARRIVA	MORENO V	92555	60.40	6.04	11.96	78.38
56120895002	259520013	684277	PARKS, ADAM (RENT)	23424	VIA SOLANA	92557-3553	HUANG DAVID SIMPSON	2746 PLOVER CT	HAYWARD	94545	129.84	12.98	25.71	168.52
96287315003	259520018	684277	WALKER, WINFRED	23494	VIA SOLANA	92557-3554	SECRETARY HOUSING & URBAN DEV OF	12973 GOLDEN LANTERN DR	MORENO V	92555	255.40	25.54	50.57	331.50
93771075009	304531005	684277	SANDOVAL, MARIO (OWN)	27725	VIA SONATA	92555-5853	SANDOVAL MARIO	27725 LEGENDARY DR	MORENO V	92555	574.54	57.45	113.76	745.74
94766825001	304540016	684277	BANKS, ADRIAN	27895	VIA SONATA	92555-5854	BANKS AUGUST	27895 VIA SONATA	MORENO V	92555	255.40	25.54	50.57	331.50
94713375007	304540019	684277	LARSON, JAMES AND JOSIE	27925	VIA SONATA	92555-5855	LARSON JAMES	27925 VIA SONATA	MORENO V	92555	255.40	25.54	50.57	331.50
31053185004	312232022	684277	RODRIGUEZ, LARRY	25755	VIA TEJON AVE	92551-4123	RODRIGUEZ LARRY	25755 VIA TEJON AVE	MORENO V	92553	249.72	24.97	49.44	324.12
97865125005	312234026	684277	BOONE, TANYA	25826	VIA TEJON AVE	92551-4124	JOHNSON MUDIRAT	25826 VIA TEJON AVE	MORENO V	92551	255.18	25.518	50.53	331.22
85120545001	312232014	684277	GONZALEZ, ANDRES	25835	VIA TEJON AVE	92551-4116	GONZALEZ ANDRES	25835 VIA TEJON AVE	MORENO V	92551	255.29	25.53	50.55	331.36
31616245006	486470015	684277	PUL, CASSANDRA	16028	VIA ULTIMO	92551-1626	BARBER JOHNNA CULBERSON	16028 VIA ULTIMO	MORENO V	92551	255.18	25.518	50.53	331.22
89673433008	486470007	684277	WILSON, BRENDA	16092	VIA ULTIMO	92551-1619	WILSON LORENZA	16092 VIA ULTIMO	MORENO V	92551	332.40	33.24	65.82	431.44
90708675008	486470004	684277	RENWRICK, RICKEY (OWNR)	16116	VIA ULTIMO	92551-1619	RENWRICK RICKEY DESHUN	13105 PAN AM BLV	MORENO V	92553	255.40	25.54	50.57	331.50
60235875006	486471035	684277	DO, KHANH (OWNR)	16127	VIA ULTIMO	92551-1625	DO KHANH THI	11705 STEEPLECHASE DR	MORENO V	92555	252.23	25.22	49.94	327.38
31218055000	486470001	684277	FOWLER, MELISSA	16140	VIA ULTIMO	92551-1619	FOWLER AUTREY L	37525 HIGH RIDGE DR	BEAUMON	92223	255.40	25.54	50.57	331.50
31274825002	486443004	684277	HEUN, JOSEPH	16180	VIA ULTIMO	92551-1600	HEUN JOSEPH H	16180 VIA ULTIMO	MORENO V	92551	255.29	25.53	50.55	331.36
87999283000	486442039	684277	UTZ, DAWN (RENT)	16185	VIA ULTIMO	92551-1601	THOMPSON MICHAEL	16185 VIA ULTIMO	MORENO V	92551	128.14	12.81	25.37	166.32
95489575001	486443008	684277	WRIGHT, NATASHA	16220	VIA ULTIMO	92551	GUZMAN BRANDI V	16220 VIA ULTIMO	MORENO V	92551	255.29	25.53	50.55	331.36
90882613004	486442035	684277	JOHNSON, SHARONA	16225	VIA ULTIMO	92551-1602	JOHNSON MICHAEL E	16225 VIA ULTIMO	MORENO V	92551	285.29	28.53	56.49	370.30
96859585002	486443012	684277	CARDONAS, CECILA(RENT)	16260	VIA ULTIMO	92551-1603	ARZATE BENJAMIN VERDUZCO	1347 S VINE PL	ONTARIO	91762	255.40	25.54	50.57	331.50
53947185000	486455002	684277	LOWE, TORIANO (RENT)	16310	VIA ULTIMO	92551-1613	MCKENNA GERALD	67475 MONTEREY RD	DSRT HOT	92240	214.08	21.41	42.39	277.86

92674355007	486453011	684277	GREEN, LATANYA (RENT)	16315	VIA ULTIMO	92551-1614	KING WILLIAM CRAIG	16315 VIA ULTIMO	MORENO V	92551	124.52	12.45	24.65	161.62
31617325007	486455003	684277	HASAN, ALI	16320	VIA ULTIMO	92551-1613	HASAN ALI	16320 VIA ULTIMO	MORENO V	92551	255.40	25.54	50.57	331.50
95565343007	482373001	684277	ABARCA, ANTONIO	24119	VIA VARGAS DR	92553-3351	ABARCA ANTONIO	24119 VIA VARGAS DR	MORENO V	92553	255.29	25.53	50.55	331.36
31082015009	482372044	684277	MEJORADO, JUAN	24146	VIA VARGAS DR	92553-3352	MEJORADO JUAN	24146 VIA VARGAS DR	MORENO V	92553	255.29	25.53	50.55	331.36
31213745007	482372047	684277	SANTOS, SEVILLA	24184	VIA VARGAS DR	92553-3352	SANTOS EDMAR S	24184 VIA VARGAS DR	MORENO V	92553	284.20	28.42	56.27	368.88
31115735006	482373007	684277	TAFOYA, MARIA GUADALUPE	24191	VIA VARGAS DR	92553-3351	MARTINEZ MICHAEL	24191 VIA VARGAS DR	MORENO V	92553	255.40	25.54	50.57	331.50
54636435006	482373008	684277	HANSEN, GLORIA LEON	24203	VIA VARGAS DR	92553-6205	LEON ALBERT P	24203 VIA VARGAS DR	MORENO V	92553	255.29	25.53	50.55	331.36
31273285007	482372051	684277	GOMEZ, SALINDA (OWNR)	24236	VIA VARGAS DR	92553-6230	SUN RUDOLPH F	27710 DURANT ST	SUN CITY	92585	255.40	25.54	50.57	331.50
31162455006	482372052	684277	BOSIO, JUAN	24240	VIA VARGAS DR	92553-6230	BOSIO JUAN C	24240 VIA VARGAS DR	MORENO V	92553	255.29	25.53	50.55	331.36
31528475004	482536009	684277	FUERTE, CONSUELO (RENT)	24290	VIA VARGAS DR	92553-6231	FUERTE ERIC	2315 WESTRIDGE AVE NO F03	TACOMA	98466	155.40	15.54	30.77	201.70
84957365004	482536008	684277	GARCIA, ANTONIO	24298	VIA VARGAS DR	92553-6231	GARCIA CARMEN	24298 VIA VARGAS DR	MORENO V	92553	255.29	25.53	50.55	331.36
91889053005	482535002	684277	WILLIAMS, JOYCE	24321	VIA VARGAS DR	92553-3353	WILLIAMS EDMOND B	24321 VIA VARGAS DR	MORENO V	92553	255.29	25.53	50.55	331.36
31187305005	482536006	684277	SALCEDO, SALVADOR AND SONIA	24326	VIA VARGAS DR	92553-3354	SALCEDO SALVADOR	24326 VIA VARGAS DR	MORENO V	92553	255.40	25.54	50.57	331.50
71388245003	482535001	684277	HORSTKOTTE, CARL	24331	VIA VARGAS DR	92553-3353	HORSTKOTTE CARL	24331 VIA VARGAS DR	MORENO V	92553	332.40	33.24	65.82	431.44
96993025007	482536004	684277	GOMEZ, LUISA (OWNR)	24348	VIA VARGAS DR	92553-3354	GOMEZ LUISA E	24348 VIA VARGAS DR	MORENO V	92553	48.03	4.80	9.51	62.34
91416935003	482536001	684277	NUNEZ, DAVID	24372	VIA VARGAS DR	92553-3354	NUNEZ CHRISTINE	24372 VIA VARGAS DR	MORENO V	92553	63.96	6.40	12.66	83.02
61286035005	312238031	684277	LEWIS, MR AND MRS	25760	VIA WANDA PL	92551-2173	LEWIS PORFIRIO A	25760 VIA WANDA PL	MORENO V	92551	255.18	25.518	50.53	331.22
89179363000	308502007	684277	MONROE, THERESA (RENT)	16876	VIA XAVIER LN	92555-3337	ALMANZA ALFREDO	16876 VIA XAVIER LN	MORENO V	92555	189.02	18.90	37.43	245.34
89700773007	308491009	684277	JOHNSON, BRIAN	17056	VIA XAVIER LN	92555-3338	JOHNSON BRIAN	17056 VIA XAVIER LN	MORENO V	92555	255.40	25.54	50.57	331.50
31441365003	308481001	684277	VILLAGRAN, JAVIER (OWNR)	17074	VIA XAVIER LN	92555-3338	VILLAGRAN KARLO	17074 VIA XAVIER LN	MORENO V	92555	85.19	8.52	16.87	110.56
95585463009	312234037	684277	KENT, EVE	25870	VIA XAVIER LN	92551-4120	KENT VERTIS B	25870 VIA XAVIER LN	MORENO V	92551	248.89	24.89	49.28	323.04
53949995006	308522002	684277	HERNANDEZ, TERESA (RENT)	26065	VIA XAVIER LN	92555-3336	DUENAS DAVID	19002 STEWART CT	ROWLAND	91748	128.14	12.81	25.37	166.32
87183215006	312234035	684277	MORA, MYRNA	25879	VIA ZURITA CT	92551-4115	MORA MYRNA	25879 VIA ZURITA CT	MORENO V	92551	58.03	5.80	11.49	75.32
87617385007	482451010	684277	GARCIA, JUAN RAMON AND JAIME	14319	VICTOR DR	92553-5806	GARCIA JUAN RAMON	14319 VICTOR DR	MORENO V	92553	149.35	14.94	29.57	193.84
94829445007	482452041	684277	LOPEZ, DAISY (RENT)	14322	VICTOR DR	92553-5897	VARGAS SAUL	14322 VICTOR DR	MORENO V	92553	255.18	25.518	50.53	331.22
86564543009	482451012	684277	LOPEZ, JOSE	14333	VICTOR DR	92553-5806	LOPEZ JOSE DE JESUS	14333 VICTOR DR	MORENO V	92553	409.14	40.914	81.01	531.06
91925045000	482451017	684277	SMITH, DEBBIE L	14377	VICTOR DR	92553-5807	SMITH DEBORAH DEE	14377 VICTOR DR	MORENO V	92557	255.29	25.53	50.55	331.36
53275205002	482472019	684277	BUSTILLOS, LIZ	14417	VICTOR DR	92553-5808	BUSTILLOS JESSE	14417 VICTOR DR	MORENO V	92553	255.29	25.53	50.55	331.36
31418005007	482472018	684277	PARKER, CANDYCE (RENT)	14425	VICTOR DR	92553-5808	CHEN ALLEN	1945 N REDDING AVE	ROSEMEAD	91770	115.28	11.53	22.83	149.62
31068765000	482623027	684277	LEFLORE, FREDERICK (RENT)	14549	VICTOR DR	92553-5842	TRAN LUCILLE THAO	720 MARIGOLD AVE	CORONA D	92625	255.40	25.54	50.57	331.50
86908343000	482623029	684277	PERALTA, MARIA (OWNR)	14573	VICTOR DR	92553-5842	PERALTA MARIA J	14573 VICTOR DR	MORENO V	92553	255.40	25.54	50.57	331.50
93352085006	296052005	684277	STEPHENS, JODI	23338	VIDA CT	92553-3216	STEPHENS JODI	23338 VIDA CT	MORENO V	92553	332.40	33.24	65.82	431.44
91969333009	296052007	684277	DURON, CARLOS	23364	VIDA CT	92553-3216	DURON CARLOS R	23364 VIDA CT	MORENO V	92553	255.29	25.53	50.55	331.36
92066945003	474643001	684277	HERNANDEZ, JAVIER AND LILIA	11815	VILLA HERMOSA	92557-6513	HERNANDEZ JAVIER	11815 VILLA HERMOSA	MORENO V	92557	255.18	25.518	50.53	331.22
95659315004	474642009	684277	WILLIAMS, LINDA	11822	VILLA HERMOSA	92557-6512	WILLIAMS LINDA F	11822 VILLA HERMOSA	MORENO V	92557	205.29	20.53	40.65	266.46
86386513003	474643017	684277	HOWARD, ARCHIE	11863	VILLA HERMOSA	92557-6513	HOWARD LUCILLE	11863 VILLA HERMOSA	MORENO V	92557	40.00	4	7.92	51.92
70330335007	474645008	684277	LEWIS, GERALDINE	11876	VILLA HERMOSA	92557-6514	LEWIS GERALDINE M	11876 VILLA HERMOSA	MORENO V	92557	255.29	25.53	50.55	331.36
92567495004	474644010	684277	CALVILLO, KERRI (RENT)	11917	VILLA HERMOSA	92557-6515	CALVILLO KERRI	11917 VILLA HERMOSA	MORENO V	92557	120.14	12.01	23.79	155.94
31496815003	474394008	684277	CONTRERAS, IVONNE	11954	VILLA HERMOSA	92557-6516	CONTRERAS MANUEL R	11954 VILLA HERMOSA	MORENO V	92557	255.40	25.54	50.57	331.50
52335105006	474393007	684277	MUCINO, ALEX	11965	VILLA HERMOSA	92557-6515	MUCINO ALEX	11965 VILLA HERMOSA	MORENO V	92557	332.40	33.24	65.82	431.44
31287015004	474394001	684277	JONES, NATALIE	11996	VILLA HERMOSA	92557-6516	JONES SAMUEL L	11996 VILLA HERMOSA	MORENO V	92557	25.18	2.518	4.99	32.68
66586555003	260114014	684277	BOYD, SHARIA	10530	VILLAGE RD	92557-3938	BOYD SHARIA	10530 VILLAGE RD	MORENO V	92557	255.29	25.53	50.55	331.36
94407525005	260114012	684277	TAYLOR, NIA (RENT)	10550	VILLAGE RD	92557-3938	SHIBATA MASASHI	56 GEENMOOR	IRVINE CA	92620	177.95	17.80	35.23	230.96
31591595007	260111036	684277	NAVIA, LORENZO AND SANCHEZ,	10580	VILLAGE RD	92557-3959	NAVIA LORENZO	10580 VILLAGE RD	MORENO V	92557	255.18	25.518	50.53	331.22
31386775004	260111035	684277	CANCHOLA, DAVID (RENT)	10590	VILLAGE RD	92557-3959	LEE FAMILY INV	150 N SANTA ANITA NO 420B	ARCADIA	91006	382.86	38.29	75.81	496.94
88991613007	260111033	684277	PEXTON, KELLY	10610	VILLAGE RD	92557-3959	PEXTON KELLY	10610 VILLAGE RD	MORENO V	92557	255.29	25.53	50.55	331.36
31352395006	260111029	684277	AKABA, OLUWATOYHN (RENT)	10640	VILLAGE RD	92557-3979	LICHTE WILLIAM A	10640 VILLAGE RD	MORENO V	92557	254.56	25.46	50.40	330.40
95098685007	260111026	684277	MARKHAM, JORDANA	10670	VILLAGE RD	92557-3979	SU QUANMIN	7023 ETNA CT	VENTURA	93003	309.76	30.98	61.33	402.06
92289045000	260173004	684277	MORRIS, LISA	10701	VILLAGE RD	92557-3961	MORRIS LISA D	10701 VILLAGE RD	MORENO V	92557	37.33	3.73	7.39	48.44
71624365005	260173005	684277	AMAYA, STEVE	10709	VILLAGE RD	92557-3961	AMAYA STEVE I	10709 VILLAGE RD	MORENO V	92557	255.29	25.53	50.55	331.36
97354305002	260173012	684277	TEUTIMEZ, DORA	10759	VILLAGE RD	92557-3942	TEUTIMEZ WILLIAM	10759 VILLAGE RD	MORENO V	92557	332.64	33.26	65.86	431.76
94588185003	260122003	684277	CAMPBELL, ARCHIE	10770	VILLAGE RD	92557-3940	CAMPBELL ARCHIE	10770 VILLAGE RD	MORENO V	92557	390.39	39.04	77.30	506.72
91666535007	260121014	684277	LIU, JAMES (OWNR)	10880	VILLAGE RD	92557-3941	LIU JAMES	5207 HALIFAX RD	TEMPLE CI	91780	63.96	6.40	12.66	83.02
95293845005	260126007	684277	GARCIA, LUIS	10930	VILLAGE RD	92557-3962	SUNNYMEAD RANCH PLANNED COMM	6820 INDIANA AVE STE 140	RIVERSIDE	92505	255.29	25.53	50.55	331.36
93706295009	260126001	684277	FINA, ANNA	10990	VILLAGE RD	92557-3962	FINO ANA	10990 VILLAGE RD	MORENO V	92557	255.29	25.53	50.55	331.36
31114855003	482492027	684277	MATTOX, JOE AND CHELSEA	14187	VINCENTE DR	92553-3505	MATTOX JOSEPH	14187 VINCENTE DR	MORENO V	92553	255.18	25.518	50.53	331.22
95578315006	482492035	684277	JAUREGUI, NASARIO	14230	VINCENTE DR	92553-2402	JAUREGUI NASARIO	14230 VINCENTE DR	MORENO V	92553	255.40	25.54	50.57	331.50
59154165001	482341005	684277	CAMENGA, ALISA (RENT)	14251	VINCENTE DR	92553-3583	LY THANH K	8472 20TH PL	WESTMINS	92683	31.27	3.13	6.19	40.58
94183895004	482342012	684277	ARRELANO, MONICA (OWNR)	14280	VINCENTE DR	92553-3584	RAMOS ALFREDO	14280 VINCENTE DR	MORENO V	92553	255.29	25.53	50.55	331.36
56705015005	482341007	684277	JOHNSON, ANNETTE (RENT)	14281	VINCENTE DR	92553-3583	DUNNING PROP	2731 PEBBLE DR	CORONA D	92625	58.63	5.86	11.61	76.10
66688465006	482342013	684277	WILLIAMS,ROBIN	14294	VINCENTE DR	92553-3584	HENDERSON DONALD L	14294 VINCENTE DR	MORENO V	92553	127.59	12.76	25.26	165.60
55463685001	482342016	684277	DEL RIO, LEVITA (OWNR)	14344	VINCENTE DR	92553-2405	DELRIO LEVITA	14344 VINCENTE DR	MORENO V	92553	282.46	28.25	55.93	366.62
96221525008	482254002	684277	RUBIO, MARTHA (RENT)	14809	VINEHILL ST	92553-3939	BARRAZA MARCELO	14809 VINEHILL ST	MORENO V	92551	126.40	12.64	25.03	164.06
94511365007	482253041	684277	CALHOON, LORIE	14838	VINEHILL ST	92553-3940	CALHOON LORIE ANN	14838 VINEHILL ST	MORENO V	92553	225.40	22.54	44.63	292.56
93114103006	482253038	684277	CEVILLA, ADRIANA (RENT)	14868	VINEHILL ST	92553-3940	SALCEDO ROSENDO	14868 VINEHILL ST	MORENO V	92553	83.65	8.37	16.56	108.56

31157725000	482254011	684277	VERA, ANGELICA	14899	VINEHILL ST	92553-3939	VERA WILLIAM G	14899 VINEHILL ST	MORENO V	92553	128.14	12.81	25.37	166.32
1.00239E+11	482262002	684277	GRAHAM, JEFFERY	14938	VINEHILL ST	92553-3958	GRAHAM JEFF L	14938 VINEHILL ST	MORENO V	92553	242.46	24.246	48.01	314.7
97020725001	482261001	684277	MAURER, DANNETTE (RENT)	14999	VINEHILL ST	92553-3965	PASO DE LAGO HOMEOWNERS ASSN	3756 TIBBETTS ST	RIVERSIDE	92506	219.30	21.93	43.42	284.64
31641875001	488180008	684277	MCGINNIS, GREGORY	27060	VINEWOOD PL	92555-4617	MCGINNIS GREGORY	P O BOX 7036	MORENO V	92552	284.20	28.42	56.27	368.88
58120575007	475200009	684277	KOONTZ, SEAN (RENT)	24266	VIRGINIA LN	92557-6309	KEYSTONE INV	765 N MAIN ST	CORONA (	92881	218.88	21.89	43.34	284.1
92396823009	475200019	684277	THORPE, THEODORE	24301	VIRGINIA LN	92557-6312	THORPE PATRICIA A	24301 VIRGINIA LN	MORENO V	92557	255.40	25.54	50.57	331.50
31292005006	475200014	684277	AMEZCUA, ROSALBA	24304	VIRGINIA LN	92557-6311	BORGIA LOUIS F	24304 VIRGINIA LN	MORENO V	92557	55.29	5.53	10.95	71.76
31442225001	308470033	684277	SANDOVAL, THELMA (RENT)	26794	VISTA ALLEGRE	92555-4116	ENCINAS ROGELIO A	27716 FAIRMONT DR	MORENO V	92555	192.89	19.29	38.19	250.36
31645115002	308470026	684277	IRIBE, MARIA	26839	VISTA ALLEGRE	92555	BUENO MANUEL IRIBE	26839 VISTA ALLEGRE	MORENO V	92555	55.40	5.54	10.97	71.90
31556215000	312221001	684277	SAAVEDRA, CAROL (OWNR)	16395	VISTA CONEJO DR	92551-2108	MENA MICHAEL D	16395 VISTA CONEJO DR	MORENO V	92551	24.66	2.466	4.88	32
31236635001	312221004	684277	HERNANDEZ, KARLA (RENT)	16425	VISTA CONEJO DR	92551-2108	HSI CHRISTINA	1313 N GRAND AVE NO 100	WALNUT (	91789	255.40	25.54	50.57	331.50
31086005002	312222001	684277	LEVINE, MARY L	16434	VISTA CONEJO DR	92551-2107	LEVINE MARY L	16434 VISTA CONEJO DR	MORENO V	92551	189.65	18.97	37.55	246.16
89173173003	312222002	684277	AVALOS, ROXANNE AND SAL (OWI	16444	VISTA CONEJO DR	92551-2107	AVALOS SALVADOR	16444 VISTA CONEJO DR	MORENO V	92551	255.40	25.54	50.57	331.50
94933765009	312222003	684277	CLARIN, RICARDO	16454	VISTA CONEJO DR	92551-2107	CLARIN RICARDO	16454 VISTA CONEJO DR	MORENO V	92551	255.29	25.53	50.55	331.36
31281625009	312222007	684277	TACHIN, ABIGAIL	16494	VISTA CONEJO DR	92551-2107	TACHIN ABIGAIL	16494 VISTA CONEJO DR	MORENO V	92551	128.40	12.84	25.42	166.66
31572245001	312221014	684277	TEXADA, ROYDELL (RENT)	16525	VISTA CONEJO DR	92551-2148	BROWN CAROLYN D	16525 VISTA CONEJO DR	MORENO V	92551	202.80	20.28	40.15	263.22
70951545006	312221015	684277	MICHAEL BROTHERS REAL ESTATE	16535	VISTA CONEJO DR	92551-2110	MICHAEL RIMA M	38511 MEMBER CLUB DR	MURRIETA	92563	91.77	9.18	18.17	119.10
57052925000	474362008	684277	SAMET, AMAR	11725	VISTA DE CERROS DR	92555-1753	SAMET AMAR	11725 VISTA DE CERROS DR	MORENO V	92555	255.29	25.53	50.55	331.36
74965015003	474363005	684277	JOHNSON, JONITH	11726	VISTA DE CERROS DR	92555-1752	JOHNSON JONITH J	11726 VISTA DE CERROS DR	MORENO V	92555	332.64	33.26	65.86	431.76
93497033000	474384001	684277	CHESTER, DORTHY	11938	VISTA DE CERROS DR	92555-1754	CHESTER VINSON W	11457 E 178TH ST	ARTESIA C	90701	255.40	25.54	50.57	331.50
75168115002	308252031	684277	REYES, JESSICA (OWNR)	15683	VISTA DEL MAR ST	92555-4206	ACEVEDO JUAN D	15683 VISTA DEL MAR ST	MORENO V	92555	255.40	25.54	50.57	331.50
91373765001	308251012	684277	MAYES, MICHAEL	15722	VISTA DEL MAR ST	92555-4210	MAYES MICHAEL DAVID	15722 VISTA DEL MAR ST	MORENO V	92555	332.40	33.24	65.82	431.44
72040915008	308252036	684277	WILLIAMS, LORENZO	15725	VISTA DEL MAR ST	92555-4211	WILLIAMS YOLANDA	15725 VISTA DEL MAR ST	MORENO V	92555	255.29	25.53	50.55	331.36
89568713001	308251011	684277	FRUGE, KATHERINE	15730	VISTA DEL MAR ST	92555-4210	MENDOZA FRUGE KATHERINE	15730 VISTA DEL MAR ST	MORENO V	92555	135.29	13.53	26.79	175.60
96210465003	308251010	684277	GREER, LORI	15738	VISTA DEL MAR ST	92555-4210	FITCH LORI	2414 WAXWING AVE	VENTURA (	93003	255.40	25.54	50.57	331.50
87307995007	308252039	684277	LATTIMORE, TRINITA (RENT)	15749	VISTA DEL MAR ST	92555-4211	LATTIMORE TRINITA D	15749 VISTA DEL MAR ST	MORENO V	92555	56.77	5.68	11.24	73.68
84761015004	486121020	684277	DICKSON, ELIZABETH	25528	VISTA FAMOSO DR	92551-7090	DICKSON ELIZABETH M	25528 VISTA FAMOSO DR	MORENO V	92551	82.79	8.279	16.39	107.46
72056885002	486121025	684277	BETHLEY, RENEE (RENT)	25594	VISTA FAMOSO DR	92551-1452	GRIFFIN CHRISTOPHER E	25594 VISTA FAMOSO DR	MORENO V	92551	255.40	25.54	50.57	331.50
99193433005	486122004	684277	LEAL, SAL	25599	VISTA FAMOSO DR	92551-1451	LEAL SALVADOR G	25599 VISTA FAMOSO DR	MORENO V	92551	255.29	25.53	50.55	331.36
31265395000	486133005	684277	INIGUEZ, RICARDO	25711	VISTA FAMOSO DR	92551-7095	INIGUEZ ADAN R	25711 VISTA FAMOSO DR	MORENO V	92551	185.00	18.50	36.63	240.12
95524785001	486131008	684277	NEAL, JIMMY	25720	VISTA FAMOSO DR	92551-7092	NEAL JIMMY L	25720 VISTA FAMOSO DR	MORENO V	92551	332.40	33.24	65.82	431.44
86289593002	479311007	684277	ZAMUDIO, FRANCISCO	12317	VISTA HERMOSA DR	92557-7518	ZAMUDIO DIANA J	26980 STORRIE LAKE DR	MORENO V	92555	255.29	25.53	50.55	331.36
93078665005	479312035	684277	CORTES, MARIA	12330	VISTA HERMOSA DR	92557-7517	HOLSTIEN JEFFREY BRUCE	12330 VISTA HERMOSA DR	MORENO V	92557	255.29	25.53	50.55	331.36
60374535005	479312036	684277	RAMIREZ, EIKAR (RENT)	12340	VISTA HERMOSA DR	92557-7517	NGUYEN NGHIEM V	12340 VISTA HERMOSA DR	MORENO V	92557	255.40	25.54	50.57	331.50
31604465005	291213010	684277	MENDEZ, MELVIN	22565	VOUGHT ST	92553-8401	MENDEZ MELVIN E	22565 VOUGHT ST	MORENO V	92553	255.40	25.54	50.57	331.50
31305315001	291212008	684277	ALVAREZ, SILVIA (RENT)	22568	VOUGHT ST	92553-8475	FUENTES CECILIA MANRIQUEZ	25881 KALMIA AVE	MORENO V	92557	77.16	7.72	15.28	100.14
31644605002	291212009	684277	PRESTON, KEN (OWNR)	22572	VOUGHT ST	92553-8475	PRESTON KENNETH T	22572 VOUGHT ST	MORENO V	92553	58.14	5.81	11.51	75.46
95327305000	291223001	684277	VARGAS, CLAUDIA (RENT)	22601	VOUGHT ST	92553-8421	CASTRO JOSE L	22601 VOUGHT ST	MORENO V	92553	255.40	25.54	50.57	331.50
71056635004	291222009	684277	JACKSON, MICHELLE (OWNR)	22610	VOUGHT ST	92553-8435	JACKSON MICHELLE	22610 VOUGHT ST	MORENO V	92553	255.40	25.54	50.57	331.50
96129955002	291223002	684277	YANEZ, DANIEL	22621	VOUGHT ST	92553-8421	YANEZ DANIEL	22621 VOUGHT ST	MORENO V	92553	255.29	25.53	50.55	331.36
55633895005	291222011	684277	SIMS, SONIA	22650	VOUGHT ST	92553-8435	SIMS SONYA	22650 VOUGHT ST	MORENO V	92553	255.29	25.53	50.55	331.36
31536675005	291222012	684277	BENITEZ, FRANCISCA (OWNR)	22660	VOUGHT ST	92553-8435	BENITEZ JESUS A	3863 W US HIGHWAY 224	DECATUR	46733	255.40	25.54	50.57	331.50
95906475005	291225002	684277	MARTINEZ, SALVADOR O	22727	VOUGHT ST	92553-8616	MARTINEZ SALVADOR O	22727 VOUGHT ST	MORENO V	92553	255.18	25.518	50.53	331.22
97379205000	291234003	684277	MYERS, BETTY	22777	VOUGHT ST	92553-8616	MYERS HAROLD	22777 VOUGHT ST	MORENO V	92553	255.40	25.54	50.57	331.50
62927945002	291234007	684277	OZUNA, BLANCA (RENT)	22825	VOUGHT ST	92553-8655	SBR MANAGEMENT	16196 JACOBS CIR	RIVERSIDE	92504	20.61	2.061	4.08	26.74
31345175006	291234011	684277	GONZALES, VICTOR	22873	VOUGHT ST	92553-8655	GONZALEZ VICTOR P	22873 VOUGHT ST	MORENO V	92553	255.29	25.53	50.55	331.36
31253915007	291242017	684277	GARCIA, GILBERT	22885	VOUGHT ST	92553-8655	GARCIA GILBERT	22885 VOUGHT ST	MORENO V	92553	255.29	25.53	50.55	331.36
97511815000	291233008	684277	ELY, RUBY (RENT)	22898	VOUGHT ST	92553-8617	SHAMSHER ALI G M	7560 E CALLE GRANADA	ANAHEIM	92808	63.63	6.363	12.60	82.58
31177195009	291242002	684277	GALEANA, MARIO	23079	VOUGHT ST	92553-8601	GUTIERREZ FRANCISCO M	21180 LANDS END	MORENO V	92557	255.18	25.518	50.53	331.22
88218923000	291241006	684277	TORRES, MIGUEL	23094	VOUGHT ST	92553-8600	AGUILAR MIGUEL TORRES	23094 VOUGHT ST	MORENO V	92553	255.29	25.53	50.55	331.36
87545305007	488020004	684277	DUENEZ, EDWARD (OWNR)	27424	WALFRED WAY	92555-2112	DUENEZ EDWARD JAMES	27424 WALFRED WAY	MORENO V	92555	128.04	12.80	25.35	166.18
89802735000	488022006	684277	HARRY, MARY	27493	WALFRED WAY	92555-2111	HARRY ANDREW	27493 WALFRED WAY	MORENO V	92555	255.40	25.54	50.57	331.50
89521693004	487431003	684277	MEDINA, MARIA (RENT)	26280	WALKER PASS DR	92555-2427	RUBIO RAMON POLITRON	26280 WALKER PASS DR	MORENO V	92555	25.54	2.55	5.06	33.14
66510255006	487431006	684277	NAJERA, CHRIS	26322	WALKER PASS DR	92555-6811	CUNG THUY N	26322 WALKER PASS DR	MORENO V	92555	255.29	25.53	50.55	331.36
66149475007	487431011	684277	WOERZ, WILLIAM III (OWNR)	26392	WALKER PASS DR	92555-2424	WOERZ WILLIAM KENNETH	26392 WALKER PASS DR	MORENO V	92555	63.96	6.40	12.66	83.02
91668755006	487431013	684277	MITCHELL, SHIRLEY	26420	WALKER PASS DR	92555-6809	MITCHELL SHIRLEY	26420 WALKER PASS DR	MORENO V	92555	255.40	25.54	50.57	331.50
92967855000	487432013	684277	TAPIA, MARIBEL (OWNR)	26423	WALKER PASS DR	92555-2426	RIVERA CARLOS	26423 WALKER PASS DR	MORENO V	92555	255.29	25.53	50.55	331.36
57370215005	478050015	684277	POWERS, JOSHUA	13908	WALNUT CT	92555-6126	MARTIN PAUL B	13961 WALNUT CT	MORENO V	92555	32.16	3.216	6.37	41.74
74290015006	478273004	684277	VILLANUEVA, JERRY AND VICTORI	28040	WAR ADMIRAL ST	92555-6007	VILLANUEVA JERRY N	28040 WAR ADMIRAL ST	MORENO V	92555	332.40	33.24	65.82	431.44
80689445001	478271016	684277	SHYNE, ERIC (RENT)	28161	WAR ADMIRAL ST	92555-6008	VELASCO JESSE	4449 CASTLEHILL DR	WALNUT (	91789	240.50	24.05	47.62	312.16
85019285009	312141007	684277	RAMIREZ, DAISY (OWNR)	16531	WAR CLOUD DR	92551-2526	RAMIREZ DAISY R	16531 WAR CLOUD DR	MORENO V	92551	255.40	25.54	50.57	331.50
91470755007	312141006	684277	WILLIAMS, LATISIA	16539	WAR CLOUD DR	92551-2526	WILLIAMS LATISIA	16539 WAR CLOUD DR	MORENO V	92551	255.29	25.53	50.55	331.36
93380593000	312142014	684277	SOROZA, ROSA (RENT)	16564	WAR CLOUD DR	92551-2525	DANG GEORGE HUNG TIEN	3951 OLIVE ST	IRVINE CA	92606	255.40	25.54	50.57	331.50
92078385005	312141002	684277	BLACKMAN, SANDRA	16571	WAR CLOUD DR	92551-2527	NUNEZ ELMER R	3581 SUMMERTREE LN	CORONA (	92881	191.29	19.13	37.88	248.28
31651885008	312142015	684277	WILLIAMS, LAVERNE	16572	WAR CLOUD DR	92551-2528	WILLIAMS LA VERNE	16572 WAR CLOUD DR	MORENO V	92551	332.40	33.24	65.82	431.44

95223125009	312156007	684277	NUGYEN, LINDA (RENT)	16619	WAR CLOUD DR	92551-2584	NGUYEN LEYNA	25805 BARTON RD STE 105	LOMA LIND	92354	26.28	2.628	5.20	34.1
94539925001	312154018	684277	BRITO, MARIA	16628	WAR CLOUD DR	92551-2529	GAYTON SERGIO	16628 WAR CLOUD DR	MORENO V	92551	255.40	25.54	50.57	331.50
31396435005	312154019	684277	JACKSON, SHAWN (RENT)	16636	WAR CLOUD DR	92551-2529	LIU WU HUI	3948 PECK RD STE 10	EL MONTE	91732	360.86	36.09	71.45	468.38
31413005008	312156004	684277	MC CULLOUGH, STEVE	16641	WAR CLOUD DR	92551-2530	MORENO AMALIA	16641 WAR CLOUD DR	MORENO V	92551	255.29	25.53	50.55	331.36
31137775001	312156003	684277	GARCIA, ROSA	16649	WAR CLOUD DR	92551-2530	GARCIA PETER LUIS	2560 N PERRIS BLV STE G3	PERRIS CA	92571	255.40	25.54	50.57	331.50
48545045000	312154025	684277	WALKER, OLIVER	16674	WAR CLOUD DR	92551-2511	ROBINSON JACQUELINE	16674 WAR CLOUD DR	MORENO V	92551	128.03	12.80	25.35	166.18
31349635002	312164017	684277	TALBOT, DWAYNE	16677	WAR CLOUD DR	92551-2512	TALBOT DWAYNE M	16677 WAR CLOUD DR	MORENO V	92551	255.29	25.53	50.55	331.36
54661225008	312164016	684277	VARGAS, ALBERT (RENT)	16685	WAR CLOUD DR	92551-2512	GARCIANO FEDERICO	16685 WAR CLOUD DR	MORENO V	92557	255.29	25.53	50.55	331.36
53105985007	312164014	684277	ORTIZ, CARLOS (OWNR)	16697	WAR CLOUD DR	92551-2512	ORTIZ CARLOS A	16697 WAR CLOUD DR	MORENO V	92551	189.52	18.95	37.52	245.98
31457975001	312163004	684277	CHAVOLLA, JAVIER	16704	WAR CLOUD DR	92551-2531	CHAVOLLA JAVIER	16704 WAR CLOUD DR	MORENO V	92551	383.88	38.39	76.01	498.26
91335783006	312163005	684277	CARO, LISETTE (RENT)	16710	WAR CLOUD DR	92551-2531	YERBA JUAN M	16710 WAR CLOUD DR	MORENO V	92551	255.40	25.54	50.57	331.50
31283365009	312163009	684277	JONES, SHEILA	16734	WAR CLOUD DR	92551-2531	JONES OLDS SHEILA R	16734 WAR CLOUD DR	MORENO V	92551	255.29	25.53	50.55	331.36
31287275009	312163011	684277	MASTERS, LORNA (OWNR)	16746	WAR CLOUD DR	92551-2531	MASTERS HENRY L	16746 WAR CLOUD DR	MORENO V	92551	51.18	5.118	10.13	66.42
31593985001	312163012	684277	MCKEE, PEGGY (OWNR)	16752	WAR CLOUD DR	92551-2531	MCKEE PEGGY L	16752 WAR CLOUD DR	MORENO V	92551	255.29	25.53	50.55	331.36
31593985006	312164010	684277	PAYNE, FREDERICA D	16721	WAR CLOUD DR	92551-2532	FREDERICA D PAYNE	#REF!	MORENO V	#REF!	63.88	6.388	12.65	82.9
75959425009	264192032	684277	ANSARI, SHEHZAD	11673	WARBLER WAY	92557-6202	PALISCO TEODULFO C	11673 WARBLER WAY	MORENO V	92557	255.40	25.54	50.57	331.50
72875135001	488133001	684277	WILLIAMS, TRACY AND FELIX	13070	WARM SPRINGS WAY	92555-4528	MCKINNEY JENA N	13099 WARM SPRINGS WAY	MORENO V	92555	126.19	12.62	24.99	163.78
31458795007	488140038	684277	KENNEDY, YOOJIN (OWNR)	13126	WARM SPRINGS WAY	92555-4528	KENNEDY MICHAEL S	13126 WARM SPRINGS WAY	MORENO V	92555	155.40	15.54	30.77	201.70
97103305003	474511008	684277	GIFFORD, RICHARD (OWNR)	10421	WATERCRESS CIR	92557-3054	GIFFORD RICHARD A	10421 WATERCRESS CIR	MORENO V	92557	59.77	5.98	11.83	77.58
81629705001	474511014	684277	SMITH , DAVID	10476	WATERCRESS CIR	92557-3054	SOLOMON RICHARD J	25208 ALTA VISTA DR	MORENO V	92357	263.14	26.31	52.10	341.54
65626745009	259414005	684277	BUCHANAN, RODNEY	9895	WATERFALL CIR	92557-1843	BUCHANAN RODNEY	9895 WATERFALL CIR	MORENO V	92557	255.18	25.518	50.53	331.22
31354375006	259414009	684277	HESCH, DONALD	9915	WATERFALL CIR	92557-1845	HESCH DONALD LEWIS	9915 WATERFALL CIR	MORENO V	92557	255.18	25.518	50.53	331.22
31353065003	260092005	684277	WARE, LYDIA (RENT)	23738	WATERLEAF CIR	92557-2912	JOHN ADAM INV	10161 BOLSA AVE NO 204C	WESTMINS	92683	122.61	12.261	24.28	159.14
31283095006	292192020	684277	LOPEZ, MONICA (RENT)	12068	WEBB ST	92557-8162	TORRES TRINIDAD	12068 WEBB ST	MORENO V	92557	255.40	25.54	50.57	331.50
97299815002	292192018	684277	RIVERA, AURORA	12088	WEBB ST	92557-8162	VU KHOI	12088 WEBB ST	MORENO V	92557	255.40	25.54	50.57	331.50
98102495014	292192016	684277	PUGA, EDWARD	12118	WEBB ST	92557-8148	PUGA EDWARD A	12118 WEBB ST	MORENO V	92557	255.29	25.53	50.55	331.36
55275985006	473180002	684277	SMITH, JULIE	11277	WEBER AVE	92555-5297	SMITH JULIE	11277 WEBER AVE	MORENO V	92555	255.29	25.53	50.55	331.36
81364385002	473180036	684277	PENALOZA, RICARDO	11288	WEBER AVE	92555-5298	PENALOZA RICARDO	11288 WEBER AVE	MORENO V	92555	255.29	25.53	50.55	331.36
96080065004	473180035	684277	VAUGHN, DEBRA	11300	WEBER AVE	92555-5246	LALONDE ARLENE T	11300 WEBER AVE	MORENO V	92555	55.40	5.54	10.97	71.9
67276535005	473180033	684277	CUMMINGS, CHRISTOPHER	11326	WEBER AVE	92555-5246	CUMMINGS CHRISTOPHER	11326 WEBER AVE	MORENO V	92555	255.40	25.54	50.57	331.50
31631745000	473180031	684277	BLAIR, CHARLES (OWNR)	11350	WEBER AVE	92555-5246	BLAIR CHARLES	11350 WEBER AVE	MORENO V	92555	255.40	25.54	50.57	331.50
97420715005	473180027	684277	ROMERO, BEVERLY (RENT)	11400	WEBER AVE	92555-5299	HARA KULJIT S	7971 BIRCHWOOD AVE	LA PALMA	90623	155.40	15.54	30.77	201.70
33384585009	473180026	684277	MATA, ROBERT AND YOLANDA	11412	WEBER AVE	92555-5299	MATA ROBERT L	11412 WEBER AVE	MORENO V	92555	255.29	25.53	50.55	331.36
31331975008	473180015	684277	CADY, SANDRA	11429	WEBER AVE	92555-8600	CADY SANDRA J	11429 WEBER AVE	MORENO V	92555	128.03	12.80	25.35	166.18
99206513008	473180016	684277	ARMENTA, MARIA (RENT)	11437	WEBER AVE	92555-8600	CHACON CARLOS JOSE	765 N MAIN ST	CORONA C	92880	242.94	24.29	48.10	315.32
87307155003	481130007	684277	RANGEL, SUZANNE (RENT)	24081	WEBSTER AVE	92553-3078	CAMBEROS PEDRO	31875 FLOSSIE WAY	WINCHEST	92596	255.29	25.53	50.55	331.36
31061285006	481130010	684277	PURI, MANISH	24135	WEBSTER AVE	92553-7720	CORREA IGNACIO	24135 WEBSTER AVE	MORENO V	92553	255.29	25.53	50.55	331.36
97997055010	481150009	684277	ALUPAY, FELICIDAD AND ANDRE	24421	WEBSTER AVE	92553-7724	ALUPAY MICHAEL	24421 WEBSTER AVE	MORENO V	92553	123.17	12.32	24.39	159.86
95933285009	481140028	684277	TAYLOR, DENISE (OWNR)	24442	WEBSTER AVE	92553-7723	FEDERAL NATL MORTGAGE ASSN	1800 TAPO CANYON SV2202	SIMI VALLE	93063	255.40	25.54	50.57	331.50
31492015000	481161012	684277	ARREDONDO, CHRISTOPHER AND	24526	WEBSTER AVE	92553-3738	ARRENDONDO CHRISTOPHER	24526 WEBSTER AVE	MORENO V	92553	332.40	33.24	65.82	431.44
97052935000	481171005	684277	KACARAB, JULIE	24531	WEBSTER AVE	92553-3755	ARNOLD PATRICK BRUCE ESTATE OF	7651 FRAZER DR	RIVERSIDE	92509	403.92	40.39	79.98	524.28
31306965002	481161020	684277	GUTIERREZ, YOLANDA	24614	WEBSTER AVE	92553-3766	CARMEN INOCENCIO DEL	24614 WEBSTER AVE	MORENO V	92553	255.18	25.518	50.53	331.22
56178665008	481161019	684277	CHEN, TANPING (RENT)	24616	WEBSTER AVE	92553-3766	HSU MIN CHIN	24616 WEBSTER AVE	MORENO V	92553	57.27	5.727	11.34	74.32
92939455003	481162012	684277	HALL, MARK AND DENISE (RENT)	24712	WEBSTER AVE	92553-3764	ELLIOT SHIRLINE	24712 WEBSTER AVE	MORENO V	92553	255.40	25.54	50.57	331.50
67853195002	481140020	684277	MENDOZA, CARMEN (RENT) APTS	24422	WEBSTER AVE UNIT 11	92553-7792	ISLAMIC DEV CENTER	24436 WEBSTER AVE	MORENO V	92553	255.40	25.54	50.57	331.50
97629695005	479391015	684277	RAMOS, JUAN	25438	WEDMORE DR	92553-4184	RAMOS JUAN MANUEL	25438 WEDMORE DR	MORENO V	92553	255.18	25.518	50.53	331.22
96292505003	479391014	684277	HICKS, SHERYL (RENT)	25448	WEDMORE DR	92553-4184	WU YEWIN T	2311 BURKETT RD	EL MONTE	91732	191.77	19.18	37.97	248.90
95312685002	479392018	684277	HUERTA, ART	25475	WEDMORE DR	92553-4185	HUERTA ARTHUR	25475 WEDMORE DR	MORENO V	92553	332.40	33.24	65.82	431.44
31465165004	479531009	684277	GLENNS, KRYSTAL	25572	WEDMORE DR	92553-4718	MAGDALENO RODOLFO CORTES	25572 WEDMORE DR	MORENO V	92553	255.40	25.54	50.57	331.50
88316645001	479531013	684277	HERNANDEZ, VALERIE AND VICTO	25604	WEDMORE DR	92553-4715	VEGA CLARISE ANN	25604 WEDMORE DR	MORENO V	92553	255.40	25.54	50.57	331.50
31139905000	486204010	684277	GONZALEZ, CARLOS	15763	WEDOW DR	92551-4635	GONZALEZ MARIA ANGELICA	15763 WEDOW DR	MORENO V	92551	128.03	12.80	25.35	166.18
94030265009	486204016	684277	ALVARADO, SHANNON	15774	WEDOW DR	92551-1317	ALVARADO LEOPOLDO REFUGIO	15774 WEDOW DR	MORENO V	92551	127.59	12.76	25.26	165.6
31601355004	486204020	684277	PACHO, APRIL	15798	WEDOW DR	92551-1317	PACHO MARK A	15798 WEDOW DR	MORENO V	92551	255.29	25.53	50.55	331.36
69302415002	486204014	684277	BARRON, LA TANYA AND NATHAN	15811	WEDOW DR	92551-1318	BARRON NATHANIEL	15811 WEDOW DR	MORENO V	92551	255.18	25.518	50.53	331.22
55650015004	486214001	684277	LAMONTE, CHINE (RENT)	15882	WEDOW DR	92551-4631	LIN YUAN	15882 WEDOW DR	MORENO V	92551	56.98	5.698	11.28	73.96
31595555006	486214003	684277	MARTINEZ, LINDA	15906	WEDOW DR	92551-4633	MARTINEZ ALFREDO	15906 WEDOW DR	MORENO V	92553	326.68	32.67	64.68	424.02
90665555005	486214006	684277	JARAMILLO, JOSE	15942	WEDOW DR	92551-4633	JARAMILLO JOSE	15942 WEDOW DR	MORENO V	92551	255.40	25.54	50.57	331.50
31340205001	486214010	684277	BUSTAMANTE, DAVID	15990	WEDOW DR	92551-4633	BUSTAMANTE DAVID O	15990 WEDOW DR	MORENO V	92551	332.40	33.24	65.82	431.44
88287185000	264222014	684277	SCOTT, DAVID (OWNR)	11363	WEINHART CT	92557-4908	WELLS FARGO BANK	3476 STATEVIEW BLV	FORT MILL	29715	255.40	25.54	50.57	331.50
31359835009	264222011	684277	DIAZ, ROY	11375	WEINHART CT	92557-4908	DIAZ ROY	11375 WEINHART CT	MORENO V	92557	255.29	25.53	50.55	331.36
31571865002	264222017	684277	PALAFOX, ARTEMISA	11376	WEINHART CT	92557-4908	PALAFOX ARTEMISA MARIA	11376 WEINHART CT	MORENO V	92557	255.29	25.53	50.55	331.36
93723145006	264222018	684277	JOHNSON, GARY (RENT)	11382	WEINHART CT	92557-4908	TATAVOSIAN MIKEL	2720 E CARSON ST	CARSON C	90810	125.40	12.54	24.83	162.76
91266845001	264222019	684277	BROWN, EDNA (RENT)	11388	WEINHART CT	92557-4908	MEAN RASSY VAN	11388 WEINHART CT	MORENO V	92557	255.40	25.54	50.57	331.50
31184975001	475293045	684277	BULLOCK, GORDON	11897	WELBY PL	92557-6436	BULLOCK LARRY	11897 WELBY PL	MORENO V	92557	332.40	33.24	65.82	431.44
91371303002	475293049	684277	STEWART , LAMONT (RENT)	11910	WELBY PL	92557-6435	GONZALES RAYMUNDO V	11910 WELBY PL	MORENO V	92557	127.26	12.726	25.20	165.18

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48350305000	475293027	684277	BARNES, FRANK	11899	WELLER PL	92557-6434	BARNES KATHERN	11899 WELLER PL	MORENO V	92557	255.29	25.53	50.55	331.36
90292413008	308401032	684277	LOPEZ, JOSE	16439	WELSH CT	92555-3333	LOPEZ JOSE ANTONIO	16439 WELSH CT	MORENO V	92555	255.29	25.53	50.55	331.36
96453675005	291493044	684277	GREGORY, ADAM AND (OWNR)	22303	WEMBLEY DR	92557-6829	GREGORY ADAM	22303 WEMBLEY DR	MORENO V	92557	255.40	25.54	50.57	331.50
95422335003	291493045	684277	ELGOHARY, LULU (RENT)	22319	WEMBLEY DR	92557-6829	HELME CHRISTOPHER J	9950 SOFIA CT	MORENO V	92557	155.96	15.60	30.88	202.42
90474085001	486193010	684277	ROMERO, RENEE	25047	WENDY WAY	92551-4646	ROMERO PEDRO R	25047 WENDY WAY	MORENO V	92551	255.29	25.53	50.55	331.36
93556133002	486192013	684277	GARCIA, ELENO	25097	WENDY WAY	92551-1312	GARCIA ELENO	25097 WENDY WAY	MORENO V	92551	255.40	25.54	50.57	331.50
75350165005	486192010	684277	WOODS, TINA (RENTR)	25135	WENDY WAY	92551-4624	DOAN QUANG T	P O BOX 203	WESTMINS	92684	185.25	18.525	36.68	240.44
95816025001	486184002	684277	ALLEN, VINCENT (RENT)	25231	WENDY WAY	92551-4649	TRUONG LONG XUONG	25231 WENDY WAY	MORENO V	92551	149.62	14.96	29.62	194.20
95400435008	486181006	684277	SANDOVAL, MANUEL (OWNR)	25246	WENDY WAY	92551-4648	SANDOVAL MANUEL	25246 WENDY WAY	MORENO V	92551	105.29	10.53	20.85	136.66
31271405006	479391044	684277	DONALD, REESE	12820	WESTBURY DR	92553-4151	FERNANDEZ FRANCISCO J	12820 WESTBURY DR	MORENO V	92553	255.29	25.53	50.55	331.36
31577075005	479391027	684277	CIENEGA, CYNTHIA (OWNR)	12837	WESTBURY DR	92553-2336	WELLS FARGO BANK	3476 STATEVIEW BLV	FORT MILL	29714	155.40	15.54	30.77	201.70
55167335002	479391006	684277	WALKER, JOHNNY(RENT)	12917	WESTBURY DR	92553-4180	MANSOUR TALAAT	12917 WESTBURY DR	MORENO V	92553	255.40	25.54	50.57	331.50
95312585003	479392011	684277	STURGIS, MICHELLE	12948	WESTBURY DR	92553-4126	STURGIS KENTON R	12948 WESTBURY DR	MORENO V	92553	255.29	25.53	50.55	331.36
51303895009	479392007	684277	LEE, CHERYL	12984	WESTBURY DR	92553-4126	REAR JOHN I	12984 WESTBURY DR	MORENO V	92553	128.03	12.80	25.35	166.18
95156545003	479392003	684277	ARRIETA, SONIA	12989	WESTBURY DR	92553-4183	ARRIETA SONIA	1259 STEPSTONE CT	HEMET CA	92545	255.40	25.54	50.57	331.50
31387125009	479392006	684277	LOPEZ, ANTONIO J	12992	WESTBURY DR	92553-4126	LOPEZ ANTONIO J	12992 WESTBURY DR	MORENO V	92553	332.40	33.24	65.82	431.44
93306555003	479513022	684277	PETERSON, STELLA	12155	WESTERLY TRL	92557-7525	PETERSON MARK EDWARD	12155 WESTERLY TR	MORENO V	92557	255.29	25.53	50.55	331.36
64599565005	479513017	684277	LEWIS, BENNY	12205	WESTERLY TRL	92557-7526	PLAYER FLORIA B	12205 WESTERLY TR	MORENO V	92557	255.29	25.53	50.55	331.36
87343595008	479513016	684277	FREEMAN, MARWAN	12215	WESTERLY TRL	92557-7526	FREEMAN MARC	12215 WESTERLY TR	MORENO V	92557	255.29	25.53	50.55	331.36
53378105005	479513014	684277	KING, CAROL (OWNR)	12235	WESTERLY TRL	92557-7526	KING CAROL	12235 WESTERLY TR	MORENO V	92557	371.28	37.13	73.51	481.92
94513475000	264182001	684277	HERNANDEZ, CINDA	23019	WESTERN RIDGE RD	92557	HERNANDEZ ELIAS	23019 WESTERN RIDGE RD	MORENO V	92557	255.29	25.53	50.55	331.36
94083875000	264182004	684277	SANDERS, DUANE D	23085	WESTERN RIDGE RD	92557-4827	MUNOZ JEFFREY L	23085 WESTERN RIDGE RD	MORENO V	92557	332.40	33.24	65.82	431.44
59881175007	264182005	684277	BONNER, AJA	23107	WESTERN RIDGE RD	92557-4828	RAMIREZ JOSE	23107 WESTERN RIDGE RD	MORENO V	92557	255.40	25.54	50.57	331.50
31274835000	264182013	684277	CAMPOS, LISA	23291	WESTERN RIDGE RD	92557-4818	CAMPOS CARLOS T	23291 WESTERN RIDGE RD	MORENO V	92557	255.29	25.53	50.55	331.36
31443935000	264211005	684277	WINSHIP, BRUCE	23391	WESTERN RIDGE RD	92557-4821	WINSHIP STEVEN	23391 WESTERN RIDGE RD	MORENO V	92557	83.40	8.34	16.51	108.24
89791093009	264212001	684277	TURJILLO, IVAN	23431	WESTERN RIDGE RD	92557-4823	TRUJILLO IVAN	23431 WESTERN RIDGE RD	MORENO V	92557	332.16	33.216	65.77	431.14
66693695008	291522021	684277	NASH, JOHN	22600	WESTLAKE DR	92553-7873	OKHAREDIA EMMANUEL	12625 FREDERICK ST STE 15	MORENO V	92553	191.66	19.17	37.95	248.76
97112185009	291523009	684277	MONTZ, DONALD	22617	WESTLAKE DR	92553-7875	MONTZ DONALD	22617 WESTLAKE DR	MORENO V	92553	230.18	23.018	45.58	298.76
92132005000	291523008	684277	EASON, MARCUS (RENT)	22627	WESTLAKE DR	92553-7875	ZONG GUIQIN	22627 WESTLAKE DR	MORENO V	92553	255.40	25.54	50.57	331.50
96342895004	291522036	684277	FLEMING, DENISE	22662	WESTLAKE DR	92553-7876	FLEMING DONALD	22662 WESTLAKE DR	MORENO V	92553	255.29	25.53	50.55	331.36
91649425006	291522039	684277	EPENESA, IETI (OWNR)	22698	WESTLAKE DR	92553-7876	EPENESA IETITAIA	22698 WESTLAKE DR	MORENO V	92553	255.40	25.54	50.57	331.50
72556635002	478400033	684277	DARBY, KEITH (OWNR)	13135	WEXFORD AVE	92555-6710	PEREZ LIBRADO YABUT	13135 WEXFORD AVE	MORENO V	92555	332.64	33.26	65.86	431.76
54511925008	478400027	684277	SPEARS, ERICA (OWNR)	13189	WEXFORD AVE	92555-6710	SPEARS DARRYL S	13189 WEXFORD AVE	MORENO V	92555	125.40	12.54	24.83	162.76
95589023004	312151003	684277	LOPEZ, JESUS (OWNR)	16628	WHIRLAWAY CIR	92551-2404	LOPEZ JESUS E	16628 WHIRLAWAY CIR	MORENO V	92551	255.40	25.54	50.57	331.50
90668513008	312151006	684277	BURKE, THOMAS	16652	WHIRLAWAY CIR	92551-2404	BURKE THOMAS F	16652 WHIRLAWAY CIR	MORENO V	92551	255.29	25.53	50.55	331.36
96300765009	312151007	684277	JARAMILLO, RENE	16653	WHIRLAWAY CIR	92551-2404	JARAMILLO DESIREE V	16653 WHIRLAWAY CIR	MORENO V	92551	132.40	13.24	26.22	171.84
92909575001	264144043	684277	HURTADO, MIREYA	23570	WHISPERING WINDS W	92557-6223	NGUYEN DUNG TRI	16326 NOUNT NUMBUS	FOUNTAIN	92708	406.09	40.61	80.41	527.10
66794595005	264144031	684277	LOPEZ, CYNTHIA (RENT)	23575	WHISPERING WINDS W	92557-6224	MACIAS JUAN G	23575 WHISPERING WINDS WAY	MORENO V	92557	68.50	6.85	13.56	88.90
58817945001	264144033	684277	BROWN, KEIANYA	23591	WHISPERING WINDS W	92557-6224	BROWN KEIANYA Y	23591 WHISPERING WINDS WAY	MORENO V	92557	255.29	25.53	50.55	331.36
84440685004	264143027	684277	AVILA, GLORIA	23606	WHISPERING WINDS W	92557-6223	SHEHATA MOHIB	23606 WHISPERING WINDS WAY	MORENO V	92557	255.40	25.54	50.57	331.50
59257805008	264144036	684277	SERRANO, ALMA	23615	WHISPERING WINDS W	92557-6225	VEJAR GUADALUPE	23615 WHISPERING WINDS WAY	MORENO V	92557	245.52	24.55	48.61	318.68
31604645008	264143025	684277	SANTOS, MAX AND DIANE (OWNR	23622	WHISPERING WINDS W	92557-6223	SANTOS DIANE V	23622 WHISPERING WINDS WAY	MORENO V	92557	255.29	25.53	50.55	331.36
96407355008	264144038	684277	PROVENZANO, JOANNA	23631	WHISPERING WINDS W	92557-6225	PROVENZANO JOANNA	23631 WHISPERING WINDS WAY	MORENO V	92557	63.96	6.40	12.66	83.02
86534013003	264144042	684277	DAVIS, LEROY (RENT)	23659	WHISPERING WINDS W	92557-6225	JOHN ADAM INV	10161 BOLSA AVE NO 204C	WESTMINS	92683	564.94	56.49	111.86	733.28
80966295004	479472010	684277	HAEGER, CHERYL	25252	WHITE BIRCH LN	92553-4398	HAEGER STEPHEN J C	25252 WHITE BIRCH LN	MORENO V	92553	255.29	25.53	50.55	331.36
91557603003	479472013	684277	LOPEZ, CARLOS	25275	WHITE BIRCH LN	92553-4398	LOPEZ CARLOS E	25275 WHITE BIRCH LN	MORENO V	92553	63.96	6.40	12.66	83.02
97122965004	479473032	684277	ROSALES, CESAR	25321	WHITE BIRCH LN	92553-6501	ROSALES CESAR	25321 WHITE BIRCH LN	MORENO V	92553	255.29	25.53	50.55	331.36
31159725006	479473031	684277	ROMERO, MINERVA (OWNR)	25337	WHITE BIRCH LN	92553-6501	ROMERO DAVID ANTHONY	25337 WHITE BIRCH LN	MORENO V	92553	128.14	12.81	25.37	166.32
31461075002	479473030	684277	ZAVALA, DIEGO AND ADRIANA	25345	WHITE BIRCH LN	92553-6501	YEPEZ ADRIANA ZAVALA	25345 WHITE BIRCH LN	MORENO V	92553	255.29	25.53	50.55	331.36
31267955008	479473021	684277	MORALES, ALFREDO	25437	WHITE BIRCH LN	92553-6503	MORALES ALFREDO	25437 WHITE BIRCH LN	MORENO V	92553	255.29	25.53	50.55	331.36
31331445000	486505012	684277	OCAMPO, ROBERT (OWNR)	14726	WHITE BOX LN	92555-4734	OCAMPO ROBERTO	14726 WHITE BOX LN	MORENO V	92555	137.68	13.768	27.26	178.7
92301875008	486520008	684277	BURNS, THOMAS	14751	WHITE BOX LN	92555-4734	SECRETARY HOUSING & URBAN DEV OF	4400 WILL ROGERS STE 300	OKLAHOM	73108	255.18	25.518	50.53	331.22
95856835007	486523010	684277	BANUELOS, ANDY	14811	WHITE BOX LN	92555-4735	BANUELOS ANDREW	14811 WHITE BOX LN	MORENO V	92555	71.03	7.10	14.06	92.18
92262185007	486522001	684277	BAILEY, FRANCIS (RENT)	14822	WHITE BOX LN	92555-4735	GOODE CARLIN	14822 WHITE BOX LN	MORENO V	92555	255.40	25.54	50.57	331.50
31242185008	486523009	684277	MARTIN, KIMBERLY	14823	WHITE BOX LN	92555-4735	MARTIN MACK	14823 WHITE BOX LN	MORENO V	92555	255.29	25.53	50.55	331.36
94898703007	486522003	684277	WATSON, KRISTINA (RENT)	14846	WHITE BOX LN	92555-4735	BELTRAN ERLINDA	14846 WHITE BOX LN	MORENO V	92555	255.40	25.54	50.57	331.50
97617115002	486522006	684277	LONG, LISA (OWNR)	14892	WHITE BOX LN	92555-4736	LONG LISA	14892 WHITE BOX LN	MORENO V	92555	289.81	28.98	57.38	376.16
96389113009	488270003	684277	STALDER, SUSAN	28063	WHITE SAND TRL	92555-5400	STALDER CHARLES SPENCER	28063 WHITE SAND TR	MORENO V	92555	212.98	21.30	42.17	276.44
98183035011	488270004	684277	SMITH, EMILY (RENT)	28089	WHITE SAND TRL	92555-5400	DOUGHERTY ROBERT	28089 WHITE SAND TR	MORENO V	92555	103.91	10.391	20.57	134.86
58832935002	488270009	684277	BROOKS, DONOVAN	28090	WHITE SAND TRL	92555-5400	BROOKS DONOVAN W	28090 WHITE SAND TR	MORENO V	92555	332.40	33.24	65.82	431.44
31102245007	484181023	684277	HERNANDEZ, KATHLEEN	25780	WHITE WOOD CIR	92553-4956	PEREZ JOSHUA	25780 WHITE WOOD CIR	MORENO V	92553	116.98	11.70	23.16	151.84
97997065018	484182016	684277	ASHLEY, LYNNE	25801	WHITE WOOD CIR	92553-4957	ASHLEY DANIEL A	12285 DEEP VALLEY TR	MORENO V	92555	127.59	12.759	25.26	165.6
87583805003	484181026	684277	DWIGGINS, HINEDINA (OWNR)	25810	WHITE WOOD CIR	92553-2930	DWIGGINS JAMES S	25810 WHITE WOOD CIR	MORENO V	92553	128.14	12.81	25.37	166.32
95917465004	484162025	684277	WOODS, LATISHA	25840	WHITE WOOD CIR	92553-4976	DANG PETER XUAN	13357 STADIUM WAY	MORENO V	92555	255.40	25.54	50.57	331.50
88[illegible]675003	484162020	684277	FLORES, SANDRA	25890	WHITE WOOD CIR	92553-4976	RUIZ SERGIO	P O BOX 775	TUSTIN CA	92781	63.96	6.40	12.66	83.02

31258445005	484162019	684277	ALTHERR, CHRISTOPHER (OWNR)	25900	WHITE WOOD CIR	92553-2932	DUE OVER	220 NEWPORT CENTER NO 11	NEWPORT	92660	263.40	26.34	52.15	341.88
88233935007	484163009	684277	JOHNSON, MACK	25909	WHITE WOOD CIR	92553-4979	JOHNSON MACK ARTHUR	25909 WHITE WOOD CIR	MORENO V	92553	255.29	25.53	50.55	331.36
31565645001	484163011	684277	VAOVASA, NUMI (TENANT)	25921	WHITE WOOD CIR	92553-4979	JACKSON MARILYN	7826 CREEK SHORE WAY	STONEY BE	21226	246.19	24.62	48.75	319.54
70312295003	484164016	684277	CHANEY, DEAN D	25950	WHITE WOOD CIR	92553-4977	CHANEY DEAN D	25950 WHITE WOOD CIR	MORENO V	92553	155.29	15.53	30.75	201.56
94161775005	484163014	684277	HERNANDEZ, JOSE LUIS	25951	WHITE WOOD CIR	92553-4979	HERNANDEZ JOSE LUIS	25951 WHITE WOOD CIR	MORENO V	92553	255.29	25.53	50.55	331.36
31301215001	484163015	684277	MILLER, BRAD T	25961	WHITE WOOD CIR	92553-4979	MILLER BRAD	25961 WHITE WOOD CIR	MORENO V	92553	255.18	25.518	50.53	331.22
31290005000	296083036	684277	KLOSINSKI, MARY AND JOHN	23648	WHITEOWL CT	92553-5686	KLOSINSKI JOHN R	23648 WHITEOWL CT	MORENO V	92553	255.29	25.53	50.55	331.36
54290005002	296083029	684277	REEVE, MELISSA (OWNR)	23707	WHITEOWL CT	92553-2202	REEVE ADAM	23707 WHITEOWL CT	MORENO V	92553	255.40	25.54	50.57	331.50
92970255000	259411008	684277	BABATUNDE, FEMI	9783	WHITEWATER RD	92557-1852	BABATUNDE FEMI JAMES	9783 WHITEWATER RD	MORENO V	92557	255.29	25.53	50.55	331.36
95855695008	259411016	684277	SANCHEZ, JAVIER	9822	WHITEWATER RD	92557-1854	SANCHEZ JAVIER	9822 WHITEWATER RD	MORENO V	92557	255.29	25.53	50.55	331.36
96593695004	259411021	684277	WARD, BRYAN (OWNR)	9892	WHITEWATER RD	92557-1854	WARD BRYAN	9892 WHITEWATER RD	MORENO V	92557	256.05	25.61	50.70	332.34
93014595005	259414022	684277	GERREN, JAMAL	9909	WHITEWATER RD	92557-1856	GERREN JAMAL M	9909 WHITEWATER RD	MORENO V	92557	255.40	25.54	50.57	331.50
92732845001	259414019	684277	BARNES, CHRISTY	9965	WHITEWATER RD	92557-1865	BARNES CHRISTY	9965 WHITEWATER RD	MORENO V	92557	191.77	19.18	37.97	248.90
91858143002	259413001	684277	AJIRI, JOSHUA (RENT)	10025	WHITEWATER RD	92557-1857	MILLARD FRANK LEWIS	10025 WHITEWATER RD	MORENO V	92557	455.05	45.51	90.10	590.64
91573925003	260372035	684277	MARTINEZ, JOSE	10050	WHITEWATER RD	92557-1858	COLFIN A1 CA 4	24682 DEL PRADO NO 200	DANA POI	92629	469.94	46.99	93.05	609.98
92422785001	487360048	684277	CRISTMAS, TERRY (RENT)	13011	WICHITA WAY	92555-2431	FLORENCE RANDY C	13011 WICHITA WAY	MORENO V	92555	255.40	25.54	50.57	331.50
31278685002	487361002	684277	ROMO, VIOLETA	13020	WICHITA WAY	92555	ROMO VIOLETA	13020 WICHITA WAY	MORENO V	92555	255.40	25.54	50.57	331.50
94748085004	487360042	684277	MORA, VERONICA	13071	WICHITA WAY	92555-2431	MEDINA ERNESTO	13071 WICHITA WAY	MORENO V	92555	255.18	25.518	50.53	331.22
90046723003	487360041	684277	SCHIELDS, NANCY	13081	WICHITA WAY	92555-2432	SANDOVAL TAMMY	13081 WICHITA WAY	MORENO V	92555	128.64	12.86	25.47	166.96
95058545001	487361012	684277	BRITTMON, MICHELLE (OWNR)	13120	WICHITA WAY	92555-2429	BRITTMON MICHELLE J	13120 WICHITA WAY	MORENO V	92555	255.40	25.54	50.57	331.50
92635813002	487360039	684277	NATIVIDAD, LYDIA	13131	WICHITA WAY	92555-2433	SOLOMON GREG A	13131 WICHITA WAY	MORENO V	92555	255.40	25.54	50.57	331.50
31315775003	474533004	684277	LANE, JUDY	24553	WILD CALLA DR	92557-4109	LANE JUDY M	24553 WILD CALLA DR	MORENO V	92557	218.92	21.89	43.35	284.14
58028075007	474532015	684277	BANDURA, NANCY	24574	WILD CALLA DR	92557-4108	BANDURA NANCY J	24574 WILD CALLA DR	MORENO V	92557	255.29	25.53	50.55	331.36
92772913002	474534013	684277	SPIKES, TRACY	24603	WILD CALLA DR	92557-4110	SPIKES GERALD	590 OVERLEAF WAY	SAN JACIN	92582	184.25	18.43	36.48	239.14
92470695009	474532019	684277	HENDERSON, TIMOTHY	24618	WILD CALLA DR	92557-4108	BRENNAN REGINA E	2879 OLD GRAVENSTEIN HWY	SEBASTOP	95472	312.49	31.25	61.87	405.60
31360005001	474532020	684277	SANCHEZ, ERIC (RENT)	24628	WILD CALLA DR	92557-4111	LOPEZ FRANCISCO	24628 WILD CALLA DR	MORENO V	92557	255.40	25.54	50.57	331.50
31452375008	474532024	684277	HALL, PAMELA	24670	WILD CALLA DR	92557-4111	COLLINS DEBORAH LOUISE	24670 WILD CALLA DR	MORENO V	92557	255.18	25.518	50.53	331.22
31531605001	474532027	684277	PASKEL, PATRICIA A	24700	WILD CALLA DR	92557-4111	RICHARDS STEVEN W	24700 WILD CALLA DR	MORENO V	92557	255.40	25.54	50.57	331.50
82334445002	474534002	684277	FANSEGA, BECKY	24719	WILD CALLA DR	92557-4112	FANSEGA PAUL	24719 WILD CALLA DR	MORENO V	92557	255.29	25.53	50.55	331.36
31518585002	264132014	684277	MILLER, DUANE	11842	WILD FLAX LN	92557-6226	MARSH STEPHANIE ANN	24571 SKYLAND DR	MORENO V	92557	127.59	12.76	25.26	165.60
93753475003	264131033	684277	UTRERES, CHRISTINE	11845	WILD FLAX LN	92557-6227	DIAZ MARISOL	11845 WILD FLAX LN	MORENO V	92557	23.96	2.40	4.74	31.10
62513485006	264143041	684277	HORN, TIMOTHY	11866	WILD FLAX LN	92557-6226	NGUYEN DE GIA	3622 MYRTLE ST	IRVINE CA	92606	255.18	25.518	50.53	331.22
82217055000	264144016	684277	HORN, LATOYA	11883	WILD FLAX LN	92557-6228	NGUYEN DE GIA	3622 MYRTLE ST	IRVINE CA	92606	255.29	25.53	50.55	331.36
63094865006	264143035	684277	BRYANT, DONNA	11914	WILD FLAX LN	92557-6226	BRYANT DONNA M	11914 WILD FLAX LN	MORENO V	92557	155.29	15.53	30.75	201.56
66683445002	264144022	684277	ESCLOVON, MARY	11921	WILD FLAX LN	92557-6228	SEIPATTIRATU MICKS REIN	11921 WILD FLAX LN	MORENO V	92557	255.18	25.518	50.53	331.22
93981255006	264143034	684277	TAPUPU, JAKOB (RENT)	11922	WILD FLAX LN	92557-6226	DENKERS INV INC	1778 W CHALET AVE	ANAHEIM	92804	105.40	10.54	20.87	136.8
75022345003	264144023	684277	KELLY, BRIAN	11927	WILD FLAX LN	92557-6228	KELLY WILLIAM	11927 WILD FLAX LN	MORENO V	92557	167.04	16.70	33.07	216.80
94427865001	264271003	684277	BISHOP, RICHARD	22786	WILD GERANIUM LN	92557-6018	BISHOP RICHARD	22786 WILD GERANIUM LN	MORENO V	92557	255.29	25.53	50.55	331.36
91481765002	264261027	684277	FITHIAN, ALINA	22865	WILD GERANIUM LN	92557-6019	FITHIAN BRIAN	22865 WILD GERANIUM LN	MORENO V	92557	255.29	25.53	50.55	331.36
94485455005	488140032	684277	ARMSTRONG, CHRIS (OWNR)	13067	WILD SAGE LN	92555-4529	BACK HOME LOANS SERVICING	1800 TAPO CANYON SV2202	SIMI VALLE	93063	191.77	19.18	37.97	248.90
31150635004	485201023	684277	OLMO, ROSA (RENT)	24307	WILDWOOD ST	92551-6923	KYAW THEIN	441 W FOOTHILL BLV	ARCADIA	91006	332.64	33.26	65.86	431.76
64502025004	485201025	684277	SHAW, MERIDITH	24327	WILDWOOD ST	92551-6923	RMS RESIDENTIAL PROP	7255 BAYMEADOWS WAY	JACKSONV	32256	382.86	38.29	75.81	496.94
66735575002	485201026	684277	SANDOVAL, NASARIO (OWNR)	24337	WILDWOOD ST	92551-6923	SANDOVAL NASARIO	24337 WILDWOOD ST	MORENO V	92551	100.00	10.00	19.80	129.80
83643975003	485201027	684277	PATTERSON, CLARENCE	24347	WILDWOOD ST	92551-6923	PATTERSON FANNIE	24347 WILDWOOD ST	MORENO V	92551	332.40	33.24	65.82	431.44
74672675006	485201028	684277	HAUFIA, VISESIO (RENT)	24357	WILDWOOD ST	92551-6923	NUNO OSCAR R	24357 WILDWOOD ST	MORENO V	92551	222.08	22.21	43.97	288.24
94836703007	485201033	684277	BURNS, CHANKA	24407	WILDWOOD ST	92551-6925	MCCOY JAMAL	24407 WILDWOOD ST	MORENO V	92551	332.40	33.24	65.82	431.44
86551643005	485201039	684277	ROSE, HILDA	24467	WILDWOOD ST	92551-6925	ROSE HILDA	24467 WILDWOOD ST	MORENO V	92551	332.40	33.24	65.82	431.44
75006235009	482632026	684277	CABRERA, ISIDRO (RENT)	24616	WILLET LN	92553-3817	JAMES ROBERT	24616 WILLET LN	MORENO V	92553	255.29	25.53	50.55	331.36
31217415007	482633006	684277	NICHOLS, JESSICA (RENT)	24645	WILLET LN	92553-3827	BERGMANN BELOLA ANN	24645 WILLET LN	MORENO V	92553	81.21	8.121	16.08	105.4
91860443005	482632029	684277	REYES, MAYKELIN (RENT)	24646	WILLET LN	92553-3817	VERA GUSTAVO	291 E WASHINGTON BLV	PASADENA	91104	191.52	19.15	37.92	248.58
31078525000	482633005	684277	WALCHES, ELIZABETH	24655	WILLET LN	92553-3827	WALTERS ELIZABETH M	24655 WILLET LN	MORENO V	92553	255.18	25.518	50.53	331.22
94201135004	482633004	684277	GRANT, CHARLENE	24667	WILLET LN	92553-3827	GRANT CHARLENE HELEN	24667 WILLET LN	MORENO V	92553	332.64	33.26	65.86	431.76
91319645000	482632032	684277	CHACON, MIKE AND ROSE (RENT)	24676	WILLET LN	92553-3817	SOTO LOUIS	24676 WILLET LN	MORENO V	92553	255.40	25.54	50.57	331.50
31354625004	482632034	684277	YANEZ, JOSE R	24696	WILLET LN	92553-3817	YANEZ JOSE R	2925 VIA SAN CARLO	MONTEBE	90640	117.76	11.78	23.32	152.84
88754125002	478176003	684277	HARKINS, JEFF	28835	WILLIAMS AVE	92555-8231	HARKINS SANDRA	28835 WILLIAMS AVE	MORENO V	92555	60.30	6.03	11.94	78.26
96344425009	478175003	684277	BANUELOS, NANCY (RENT)	28889	WILLIAMS AVE	92555-8231	CAMBEROS DAISY	28889 WILLIAMS AVE	MORENO V	92555	138.64	13.86	27.45	179.94
31465385008	478182036	684277	CLARK, GEORGE	29111	WILLIAMS AVE	92555-8316	CLARK BARBARA J	29111 WILLIAMS AVE	MORENO V	92555	128.03	12.80	25.35	166.18
98360365015	478182056	684277	GESS, SHERI	29125	WILLIAMS AVE	92555-8316	GESS TERRY L	29125 WILLIAMS AVE	MORENO V	92555	255.18	25.518	50.53	331.22
96080165003	478182041	684277	HARRIS, HIROMI JOHN	29215	WILLIAMS AVE	92555-8322	HARRIS HIROMI JOHN	29215 WILLIAMS AVE	MORENO V	92555	27.59	2.76	5.46	35.80
31509675002	475200048	684277	FRAUSTO, ALICIA (OWNR)	24374	WILLIS LN	92557-6307	MARSHALL RESIDENTIAL PROP	14305 CORPORATE WAY	MORENO V	92553	141.77	14.18	28.07	184.00
92579655005	475200047	684277	BROWN, LONNA	24378	WILLIS LN	92557-6307	DOUMIT KRYSTAL	24378 WILLIS LN	MORENO V	92557	255.40	25.54	50.57	331.50
31062145004	475200046	684277	MC FARLAND, DEANNA K	24379	WILLIS LN	92557-6308	GITTINS RANDY	P O BOX 1244	MORENO V	92553	328.71	32.87	65.08	426.66
56058465004	475200045	684277	SANDERS, DEANNA	24423	WILLIS LN	92557-6308	HESS PAUL E	24423 WILLIS LN	MORENO V	92557	63.96	6.40	12.66	83.02
93088973009	484042037	684277	SANDOVAL, SUSAN (OWNR)	14159	WILLOUGHBY RD	92553-4448	FLORES JULIO	14159 WILLOUGHBY RD	MORENO V	92553	54.19	5.42	10.73	70.32
56087565002	484042035	684277	HUDSON, ESTHER (RENT)	14183	WILLOUGHBY RD	92553-4448	HO DAT SHING	6620 N VISTA ST	SAN GABR	91775	222.16	22.22	43.99	288.36

MV00208025

89756113008	484042044	684277	GARCIA, GABRIEL	14184	WILLOUGHBY RD	92553-4449	LOPEZ MARGARITA GARCIA	14184 WILLOUGHBY RD	MORENO V	92553	332.40	33.24	65.82	431.44
90869735006	484042034	684277	MARTINEZ, WILLIAM (RENT)	14195	WILLOUGHBY RD	92553-4400	KACZMAREK JOHN W	26121 VIA MAREJADA	MISSION V	92691	197.13	19.713	39.03	255.86
92518155008	260222007	684277	KEMP, DAMON (OWNR)	10608	WILLOW CREEK RD	92557-2906	THR CALIF	291 CORPORATE TERRACE CIR	CORONA (	92879	255.29	25.53	50.55	331.36
88655305003	260211009	684277	CHAVEZ, LATISHA (RENT)	10609	WILLOW CREEK RD	92557-2953	SINGH CAROL N	P O BOX 1351	MORENO V	92556	127.26	12.726	25.20	165.18
31102145008	260222006	684277	CHAPMAN, KATHY	10616	WILLOW CREEK RD	92557-2906	CHAPMAN KATHLEEN J	10616 WILLOW CREEK RD	MORENO V	92557	255.29	25.53	50.55	331.36
66751285000	260211006	684277	SAMANO, NANCY (OWNR)	10639	WILLOW CREEK RD	92557-2953	SAMANO NANCY	10639 WILLOW CREEK RD	MORENO V	92557	63.96	6.40	12.66	83.02
92853965009	260222001	684277	AMADOR, DAVID	10666	WILLOW CREEK RD	92557-2906	AMADOR DAVID	10666 WILLOW CREEK RD	MORENO V	92557	332.40	33.24	65.82	431.44
96541305005	260211001	684277	CRONER, BERT (OWNR)	10689	WILLOW CREEK RD	92557-2953	CRONER BERT E	P O BOX 10101	MORENO V	92552	66.77	6.68	13.22	86.66
94712413001	486512003	684277	WINSTED, ANTHONY AND DEBRA	14575	WILLOW LEAF RD	92555-4758	WINSTEAD ANTHONY D	14575 WILLOW LEAF	MORENO V	92555	255.29	25.53	50.55	331.36
94265323009	486512002	684277	HAGE, CLAY	14591	WILLOW LEAF RD	92555-4759	HAGE CLAYTON P	14591 WILLOW LEAF RD	MORENO V	92555	127.92	12.792	25.33	166.04
74196735004	486511012	684277	ALVARADO, GEORGINA	14598	WILLOW LEAF RD	92555-4759	ALVARADO ARTURO	14598 WILLOW LEAF RD	MORENO V	92555	255.29	25.53	50.55	331.36
31451225002	486503014	684277	MANUEL-SCOTT, BILLIE	14627	WILLOW LEAF RD	92555-4759	SCOTT BILLIE MANUEL	14627 WILLOW LEAF RD	MORENO V	92555	255.29	25.53	50.55	331.36
61034485004	486503012	684277	COOK, TOM AND ROBERTA (OWN	14651	WILLOW LEAF RD	92555-4759	COOK ROBERTA	14651 WILLOW LEAF RD	MORENO V	92555	313.44	31.34	62.06	406.84
95014153005	486510017	684277	CORONA, ALMA	27314	WILLOW LEAF RD	92555-4755	RODRIGUEZ EZEQUIEL	27314 WILLOW LEAF RD	MORENO V	92555	255.29	25.53	50.55	331.36
96216335008	486503013	684277	GALVEZ, EULALIO	27369	WILLOW LEAF RD	92555-4756	AHRARI GHAZALA	14639 WILLOW LEAF RD	MORENO V	92555	125.12	12.51	24.77	162.40
88932593005	486512008	684277	HUGHES, MARLON	27397	WILLOW LEAF RD	92555-4756	HERNANDEZ JOSE I	506 E CAMILE	SANTA AN	92701	275.64	27.564	54.58	357.78
31110435000	474433002	684277	COWAN, TERRY	24424	WILLOW RUN RD	92557-4024	COWAN TERRY N	24424 WILLOW RUN RD	MORENO V	92557	256.06	25.61	50.70	332.36
31464315006	474433011	684277	DAHLQUIST, RICHARD	24461	WILLOW RUN RD	92557-4024	NOVAK KAREL	P O BOX 6599	LA QUINTA	92248	222.71	22.271	44.10	289.06
31269505009	479363018	684277	GONZALEZ, LINDA	12510	WILLOW TREE AVE	92553-4758	GONZALEZ RODOLFO	12510 WILLOW TREE AVE	MORENO V	92553	255.40	25.54	50.57	331.50
91585965008	479362026	684277	PINEDA, MICHELLA (OWNR)	12511	WILLOW TREE AVE	92553-4758	PINEDA MICHELLA	12511 WILLOW TREE AVE	MORENO V	92553	154.54	15.45	30.60	200.58
92196255002	479362032	684277	MANRIQUEZ, RAUL M	12589	WILLOW TREE AVE	92553-4758	MANRIQUEZ RAUL M	12589 WILLOW TREE AVE	MORENO V	92553	255.29	25.53	50.55	331.36
96789115000	479363011	684277	MENDOZA, JACKIE (OWNR)	12600	WILLOW TREE AVE	92553-4759	MENDOZA JACQUELINE L	12600 WILLOW TREE AVE	MORENO V	92553	255.40	25.54	50.57	331.50
90164353001	479362037	684277	MURRAY, JAMES (RENT)	12653	WILLOW TREE AVE	92553-4760	CHAMBERS RAY	12653 WILLOW TREE AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31107505001	479363008	684277	LOPEZ, MARCIAL	12658	WILLOW TREE AVE	92553-4759	GREENWOOD CAPITAL	23790 CEDAR CREEK TERR	MORENO V	92557	255.18	25.518	50.53	331.22
31474315005	479363007	684277	JOHNSON, LEZETTE	12668	WILLOW TREE AVE	92553-4759	JOHNSON LEZETTE R	12668 WILLOW TREE AVE	MORENO V	92553	255.29	25.53	50.55	331.36
83895965001	479363001	684277	HARPER, HENRY	12674	WILLOW TREE AVE	92553-4759	HARPER NANCY LEE	12674 WILLOW TREE AVE	MORENO V	92553	332.40	33.24	65.82	431.44
88566025001	479363005	684277	GONZALEZ, RAMON	12724	WILLOW TREE AVE	92553-4784	GONZALEZ RAMON	12724 WILLOW TREE AVE	MORENO V	92553	45.98	4.60	9.10	59.68
31139965007	479363006	684277	COLUNGA, RACHELLE	12738	WILLOW TREE AVE	92553-4784	COLUNGA ADRIAN E	12738 WILLOW TREE AVE	MORENO V	92553	55.29	5.53	10.95	71.76
96231755008	479351008	684277	RAMSDEN, ELIZABETH	12785	WILLOW TREE AVE	92553-4748	RAMSDEN ELIZABETH	12785 WILLOW TREE AVE	MORENO V	92553	255.29	25.53	50.55	331.36
60315965007	479352015	684277	DE LA ROSA, FELIPE (RENT)	12786	WILLOW TREE AVE	92553-4739	ROJAS JOSE D	12786 WILLOW TREE AVE	MORENO V	92553	255.40	25.54	50.57	331.50
92768645007	487242004	684277	JACOBS, LOUIS	12588	WILLOWBROOK LN	92555-3508	JACOBS LOUIS J	12588 WILLOWBROOK LN	MORENO V	92555	34.88	3.49	6.91	45.26
60306715009	487243002	684277	BOGIN, LATANYA (OWNR)	12638	WILLOWBROOK LN	92555-3509	YI HYUN CHUL	12638 WILLOWBROOK LN	MORENO V	92555	66.52	6.65	13.17	86.34
31527795009	487241009	684277	CARILLO, MARIA	12675	WILLOWBROOK LN	92555-3510	CARRILLO ISRAEL F	12675 WILLOWBROOK LN	MORENO V	92555	332.40	33.24	65.82	431.44
31506535008	487243006	684277	HUERTA, AARON	12678	WILLOWBROOK LN	92555-3509	HUERTA AARON N	12678 WILLOWBROOK LN	MORENO V	92555	255.29	25.53	50.55	331.36
93378923005	487303019	684277	THOMAS, JOHN (OWNR)	26460	WILLOWDALE CT	92555-2357	LOUDEN	620 NEWPORT DR NO 800	NEWPORT	92660	63.96	6.40	12.66	83.02
31459105000	487303012	684277	HERNANDEZ, CARMEN	26475	WILLOWDALE CT	92555-2325	HERNANDEZ MANUEL	26475 WILLOWDALE CT	MORENO V	92555	82.16	8.216	16.27	106.64
31514775001	487303016	684277	JACKSON, FRANK	26490	WILLOWDALE CT	92555-2357	JACKSON FRANK	26490 WILLOWDALE CT	MORENO V	92555	46.12	4.612	9.13	59.86
94884185006	487303014	684277	GARCIA, MARIA AND ARTURO (RE	26495	WILLOWDALE CT	92555-2325	NGUYEN THI LE DUNG	6178 JAMES ALAN ST	CYPRESS (	90630	105.40	10.54	20.87	136.80
91862295002	304491016	684277	MURRELL, VICKIE	14772	WILLOWGROVE PL	92555-5746	QUACH HOA QUAN	3597 COUR DE CHARLES	SAN JOSE	95148	206.42	20.64	40.87	267.92
31165105003	304491017	684277	LIPATA, CHONA	14784	WILLOWGROVE PL	92555-5746	QUILATON MAURO B	27893 AUBURN LN	MORENO V	92555	255.40	25.54	50.57	331.50
31052745009	304491019	684277	MOSS, DWAYNE	14808	WILLOWGROVE PL	92555-5746	MOSS DWAYNE A	14808 WILLOWGROVE PL	MORENO V	92555	255.40	25.54	50.57	331.50
96192315005	482304007	684277	PEREZ, LAURA	14692	WILMA SUE ST	92553-2432	PEREZ IGNACIO	14692 WILMA SUE ST	MORENO V	92553	255.40	25.54	50.57	331.50
97020603006	478280003	684277	BENNETT, ROCELIUS	13550	WILMOT ST	92555-8233	BENNETT ROCELIOUS	13550 WILMOT ST	MORENO V	92555	255.29	25.53	50.55	331.36
31198985009	478290016	684277	NELSON, LINDA K	13669	WILMOT ST	92555-8236	NELSON LINDA KAY	P O BOX 2260	JASPER OF	97438	326.45	32.65	64.64	423.72
31439285004	478290015	684277	MENDOZA, MARISA	13689	WILMOT ST	92555-8236	MENDOZA LYDIA M	13689 WILMOT ST	MORENO V	92555	332.40	33.24	65.82	431.44
31643515003	478100033	684277	OROZCO, DEBORAH	14191	WILMOT ST	92555-6927	OROZCO DEBORAH A	21784 BAY AVE	MORENO V	92553	255.40	25.54	50.57	331.50
94878003006	475210014	684277	ESPARZA, RENEE (RENT)	24726	WILSON PL	92557-6425	ACEVES ANGEL	24726 WILSON PL	MORENO V	92557	142.71	14.271	28.26	185.22
31291095009	291533011	684277	KAPUR, JUSTIN	22729	WIMPOLE ST	92553-1831	KAPUR JUSTIN	22729 WIMPOLE ST	MORENO V	92553	127.92	12.792	25.33	166.04
73431515002	291543004	684277	URGA, ALEMAYEHU	22839	WIMPOLE ST	92553-1834	URGA ALEMAYEHU	22839 WIMPOLE ST	MORENO V	92553	140.29	14.03	27.78	182.08
95808455007	474522010	684277	BARROW, SONNY	24598	WIND FLOWER DR	92557-4125	SARIAN RAFFI	24598 WIND FLOWER DR	MORENO V	92557	159.11	15.91	31.50	206.52
91033155009	479517007	684277	RANDOLPH, THOMAS (RENT)	12232	WIND RIVER CIR	92557-7529	KAGAN MARSHALL J	12232 WIND RIVER CIR	MORENO V	92557	382.86	38.29	75.81	496.94
94919855009	487494004	684277	TAYLOR, ANIKA (RENT)	26047	WINDEMERE WAY	92555-2526	LITCHFIELD TIMOTHY V	315 S COAST HWY 101 U52	ENCINITAS	92024	287.14	28.71	56.85	372.70
91018213008	487493023	684277	ACEVEDO, HECTOR	26068	WINDEMERE WAY	92555-2525	ACEVEDO HECTOR G	26068 WINDEMERE WAY	MORENO V	92555	255.40	25.54	50.57	331.50
72545915006	487493020	684277	CLARK, DOROTHY J	26110	WINDEMERE WAY	92555-2516	CLARK DOROTHY J	26110 WINDEMERE WAY	MORENO V	92555	255.29	25.53	50.55	331.36
98332153008	487493019	684277	LEHMANN, BONNIE	26124	WINDEMERE WAY	92555-2516	LEHMANN BONNIE	26124 WINDEMERE WAY	MORENO V	92555	332.40	33.24	65.82	431.44
74888425001	487493018	684277	NAVA, MARIA	26138	WINDEMERE WAY	92555-2516	NAVA JOSE G	26138 WINDEMERE WAY	MORENO V	92555	332.40	33.24	65.82	431.44
96465715001	487494011	684277	LOZANO, BETHEL'ELISA	26145	WINDEMERE WAY	92555-2517	LOZANO BETHEL ELISA	26145 WINDEMERE WAY	MORENO V	92555	64.29	6.429	12.73	83.44
92474685003	488121010	684277	RODRIGUEZ JR, ADALBERTO	13063	WINDHAVEN DR	92555-4536	RODRIGUEZ ADALBERTO	13063 WINDHAVEN DR	MORENO V	92555	167.28	16.73	33.12	217.12
31174575006	488121011	684277	FIORILLO, ANTHONY (OWNR)	13075	WINDHAVEN DR	92555-4536	FIORILLO ANTHONY J	13075 WINDHAVEN DR	MORENO V	92555	255.40	25.54	50.57	331.50
93577235007	256254006	684277	GIBSON, MARILYN	21627	WINDING RD	92557-8526	WALKER BILLY J	21627 WINDING RD	MORENO V	92557	255.40	25.54	50.57	331.50
31334745001	256252004	684277	MOORE, STARLET (RENT)	21640	WINDING RD	92557-8507	XUE DONG	21732 EXTON WAY	LAKE FORE	92630	255.40	25.54	50.57	331.50
49750965001	256252008	684277	MUHAMMAD, DENZIL AND CYNTI	21672	WINDING RD	92557-8508	MUHAMMAD DENZIL W	21672 WINDING RD	MORENO V	92557	255.40	25.54	50.57	331.50
31489035002	256252009	684277	NARANJO, MINERVA	21680	WINDING RD	92557-8508	NARANJO JUAN	21680 WINDING RD	MORENO V	92557	66.65	6.665	13.20	86.5
31129885005	256222014	684277	WILSON, HAROLD	21761	WINDING RD	92557-8531	WILSON HAROLD E	21761 WINDING RD	MORENO V	92557	255.29	25.53	50.55	331.36
31566865002	256243012	684277	FOPPE, KEDRICK	21890	WINDING RD	92557-8510	FOPPE CRYSTAL	21890 WINDING RD	MORENO V	92557	255.40	25.54	50.57	331.50

31185855003	256244001	684277	CLARK ,REBECCA	21901	WINDING RD	92557-8552	NAVA ROBERT D	21901 WINDING RD	MORENO V	92557	348.92	34.89	69.09	452.88
96094365002	256244009	684277	WELCH, STEVEN	21931	WINDING RD	92557-8552	WELCH STEVEN E	21931 WINDING RD	MORENO V	92557	255.18	25.518	50.53	331.22
94007105001	256242035	684277	WILWANT, DANNY	21960	WINDING RD	92557-8512	WILWANT DANIEL L	21960 WINDING RD	MORENO V	92557	255.29	25.53	50.55	331.36
96779695009	256280018	684277	CRUZ SR, MIGUEL A	21969	WINDING RD	92557-8552	CRUZ MIGUEL A	28203 RIDGE VIEW DR	SANTA CLA	91387	183.21	18.32	36.28	237.80
31551635003	256280013	684277	FLORES, ISRAEL AND ALMA (RENT	21975	WINDING RD	92557-8552	TUDGE DIANE I	21975 WINDING RD	MORENO V	92557	63.96	6.40	12.66	83.02
90473213006	484092013	684277	RACHWITZ, MIKE	14274	WINDJAMMER DR	92553-4989	RACHWITZ MICHAEL J	14274 WINDJAMMER DR	MORENO V	92553	255.29	25.53	50.55	331.36
96010763004	484092012	684277	KIRBY, KRISTINA	14282	WINDJAMMER DR	92553-4989	GRAY DARLENE A	P O BOX 6042	MARCH AF	92518	182.65	18.27	36.16	237.06
94476735006	488133015	684277	OROZCO, MARIA	13153	WINDSONG RD	92555-4524	OROZCO MARIA D	13153 WINDSONG RD	MORENO V	92555	255.29	25.53	50.55	331.36
91099205000	308571015	684277	HODGES, LYNNSEY	26892	WINTER PARK PL	92555-4977	WEST JUAN P	26892 WINTER PARK PL	MORENO V	92555	212.48	21.25	42.07	275.78
93022013000	308572011	684277	COTTON, NATHAN (RENT)	26915	WINTER PARK PL	92555-4967	COTTON NATHAN	26915 WINTER PARK PL	MORENO V	92555	169.31	16.93	33.52	219.76
94011893007	308572008	684277	MURPHY, INGRID	26945	WINTER PARK PL	92555-4967	MURPHY INGRID	26945 WINTER PARK PL	MORENO V	92555	56.36	5.64	11.16	73.14
92266043008	308572001	684277	CANNON, EDWARD (OWNR)	27015	WINTER PARK PL	92555-4979	CANNON EDWARD	27015 WINTER PARK PL	MORENO V	92555	255.40	25.54	50.57	331.50
31266605004	479543006	684277	FLORES, LAURA	12833	WINTERBERRY DR	92553-4730	FLORES FELIPE C	12833 WINTERBERRY DR	MORENO V	92553	30.78	3.08	6.09	39.94
92959775004	479543005	684277	THERRIEN, XYLINA (OWNR)	12845	WINTERBERRY DR	92553-4730	THERRIEN XYLINA	12845 WINTERBERRY DR	MORENO V	92553	185.27	18.53	36.68	240.48
88423053008	479553011	684277	WILLIAMS, TAMIKA (RENT)	12894	WINTERBERRY DR	92553-4731	GARCIA IRENEO	P O BOX 14	NORCO CA	92860	191.77	19.18	37.97	248.90
31608415007	479553013	684277	REYES, RUBEN	12918	WINTERBERRY DR	92553-1228	REYES RUBEN F	12918 WINTERBERRY DR	MORENO V	92553	361.31	36.13	71.54	468.98
31247955000	479553019	684277	FERGUSON, LINDA (RENT)	12990	WINTERBERRY DR	92553-1228	HIPPOZE BULK INV	1627 VIA ROMA	CORONA C	92881	127.26	12.726	25.20	165.18
31290495007	264092026	684277	FLORES, ALEXANDRA	23788	WINTERGLEN CIR	92557-4914	FLORES EFRAIN	23788 WINTERGLEN CIR	MORENO V	92557	255.40	25.54	50.57	331.50
93589085003	264092024	684277	SOTO RAMOS, FABIOLA	23800	WINTERGLEN CIR	92557-4914	RAMOS GABRIEL	23800 WINTERGLEN CIR	MORENO V	92557	177.95	17.80	35.23	230.96
97169875004	482424002	684277	MENDOZA, MARIA	14762	WINTERGREEN ST	92553-5809	MENDOZA GERMAN	14762 WINTERGREEN ST	MORENO V	92553	255.29	25.53	50.55	331.36
31595305009	482424007	684277	LOPEZ, JESSE (RENT)	14816	WINTERGREEN ST	92553-3986	LOUDIN	5440 TRABUCO RD STE H200	IRVINE CA	92620	54.48	5.45	10.79	70.70
89835273006	482423022	684277	BROWN, FRANK	14841	WINTERGREEN ST	92553-3985	BROWN FRANKLIN	14841 WINTERGREEN ST	MORENO V	92553	501.33	50.13	99.26	650.72
74418545002	482423025	684277	KROT, CHRISTINA	14871	WINTERGREEN ST	92553-3985	ZEPEDA LUIS	14871 WINTERGREEN ST	MORENO V	92553	255.40	25.54	50.57	331.50
31294045004	482423026	684277	AVALOS, MARIA (RENTER)	14881	WINTERGREEN ST	92553-3985	DANG THANH	16706 BAYBERRY ST	FOUNTAIN	92708	314.66	31.47	62.30	408.42
74012995008	485061021	684277	LEEPER, HENRY (OWNR)	15043	WINTERGREEN ST	92551-4059	LEEPER HENRY R	P O BOX 1451	MORENO V	92556	255.18	25.518	50.53	331.22
89733793004	474532010	684277	BARNETT, MARK	24557	WISTERIA LN	92557-4105	BARNETT MARK	24557 WISTERIA LN	MORENO V	92557	255.29	25.53	50.55	331.36
31243575009	474531005	684277	BENITEZ, GABRIELA	24570	WISTERIA LN	92557-4104	HANSON JEREMY LOCKWOOD	24570 WISTERIA LN	MORENO V	92557	332.16	33.216	65.77	431.14
56139235001	474525007	684277	AINSWORTH, LATASHA	24665	WISTERIA LN	92557-4106	AINSWORTH LATASHA	24665 WISTERIA LN	MORENO V	92557	332.40	33.24	65.82	431.44
31054495007	474525004	684277	CAMPA, GENIVIVA	24699	WISTERIA LN	92557-4106	CAMPA GENOVEVA U	10406 SCRIPPS POWAY NO 89	SAN DIEGO	92131	295.08	29.51	58.43	383.00
75161645006	291624002	684277	MAYER, MICHAEL (RENT)	22019	WITCHHAZEL AVE	92553-6948	SONG JUN ZHAN	22019 WITCHHAZEL AVE	MORENO V	92553	88.21	8.82	17.47	114.48
75851965004	291623060	684277	PAFUNDI, AMBER (RENT)	22032	WITCHHAZEL AVE	92553-6947	CO MARCELO	22032 WITCHHAZEL AVE	MORENO V	92553	163.74	16.37	32.42	212.52
94828725000	291623004	684277	SONG, PETER (OWNR)	22155	WITCHHAZEL AVE	92553-6938	SONG PETER JAEGOO	22155 WITCHHAZEL AVE	MORENO V	92553	57.57	5.76	11.40	74.72
88603605000	291622013	684277	MALDONADO, LUIS (RENT)	22174	WITCHHAZEL AVE	92553-6937	TAFOYA JOSE LUIS	12688 WILLOWBROOK LN	MORENO V	92555	220.51	22.051	43.66	286.22
96635925005	291622012	684277	PELGONE, LORI (RENT)	22182	WITCHHAZEL AVE	92553-6937	BANK OF AMERICA	1800 TAPO CANYON SV2202	SIMI VALLE	93063	135.93	13.59	26.91	176.42
85915275000	291622011	684277	PAYAD, MICHELLE	22190	WITCHHAZEL AVE	92553-6937	PAYAD MICHELLE M	1661 WORTHINGTON RD	WEST PALI	33409	63.96	6.40	12.66	83.02
58400305000	291623013	684277	BRIDGES, VALERIE (RENT)	22227	WITCHHAZEL AVE	92553-6940	DINH DANG TO	711 S GREENLEAF CT APT J	BLOOMING	47403	90.68	9.07	17.95	117.70
91621605007	291623014	684277	AMER, NORMINIE	22235	WITCHHAZEL AVE	92553-6940	AMER ALEX M	22235 WITCHHAZEL AVE	MORENO V	92553	191.66	19.17	37.95	248.76
95346585001	291623015	684277	HILL, ANGELA (OWNR)	22243	WITCHHAZEL AVE	92553-6940	HILL PHILIP J	22243 WITCHHAZEL AVE	MORENO V	92553	91.77	9.18	18.17	119.10
92766473006	291620015	684277	DEL ROSARIO, ANN (RENT)	22278	WITCHHAZEL AVE	92553-6939	TORBETT BRIAN GEORGE	22278 WITCHHAZEL AVE	MORENO V	92553	91.77	9.18	18.17	119.10
31306245004	291620014	684277	PEREZ, LISA (RENT)	22288	WITCHHAZEL AVE	92553-6939	PEREZ LISA	22288 WITCHHAZEL AVE	MORENO V	92553	86.14	8.61	17.06	111.80
97523755007	291636042	684277	VALDEZ, RAFAEL	22314	WITCHHAZEL AVE	92553-6980	QUINTERO RUBEN	22314 WITCHHAZEL AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31497235003	291636034	684277	WILLIAMS, DARRYLLYNN (RENT)	22378	WITCHHAZEL AVE	92553-6980	NGUYEN NHONG THI	22378 WITCHHAZEL AVE	MORENO V	92553	255.40	25.54	50.57	331.50
70927555003	291636033	684277	KENYON, EAN	22386	WITCHHAZEL AVE	92553-6980	KENYON EAN	22386 WITCHHAZEL AVE	MORENO V	92553	128.14	12.81	25.37	166.32
31504545001	291636028	684277	BURNS, LISA AND MATTHEW	22426	WITCHHAZEL AVE	92553-6973	ROMERO CARLOS R	22426 WITCHHAZEL AVE	MORENO V	92553	125.92	12.59	24.93	163.44
92644055003	291636027	684277	SANCHEZ, ZOILA	22434	WITCHHAZEL AVE	92553-6973	ZEPEDA DAVID	2097 WASHINGTON ST STE 1E	COLTON C	92324	255.40	25.54	50.57	331.50
99045473008	485101049	684277	VEGA, NORMA (RENT)	15297	WITCZAK CT	92551-4040	JTH REAL ESTATE	360 E 1ST ST NO 297	TUSTIN CA	92780	255.40	25.54	50.57	331.50
31654975003	485101051	684277	DE LA RIVA, ISAIS (ACTIVE)	15327	WITCZAK CT	92551-4077	DELARIVA ISAIAS	15327 WITCZAK CT	MORENO V	92551	255.29	25.53	50.55	331.36
31652395009	308511023	684277	SMITH, DERICK (OWNR)	16570	WITHERS WAY	92555-3343	SMITH DERICK A	16570 WITHERS WAY	MORENO V	92555	255.40	25.54	50.57	331.50

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31330395002	308511017	684277	SALAZAR, ANGELICA	16654	WITHERS WAY	92555-3343	SALAZAR ROBERTO	16654 WITHERS WAY	MORENO V	92555	164.29	16.429	32.53	213.24
91442533003	308511016	684277	BRADSHEAR, TASHIVA (RENT)	16670	WITHERS WAY	92555-3342	JENNY N HOMES	8136 WAGON WHEEL CT	ROSEMEAD	91770	332.18	33.218	65.77	431.16
31135195007	308511012	684277	GUDIEL, LUZ (OWNR)	16724	WITHERS WAY	92555-3342	ROJAS JOSEPH	16724 WITHERS WAY	MORENO V	92555	121.77	12.18	24.11	158.04
31647515004	296103012	684277	TORRES, BRENDA	23835	WOLCOTT DR	92553-3241	CONTRERAS WILFREDO	23835 WOLCOTT DR	MORENO V	92553	155.51	15.55	30.79	201.84
81970575006	296103015	684277	ASENDORF, CHARMAN	23865	WOLCOTT DR	92553-3241	ASENDORF JAMES	23865 WOLCOTT DR	MORENO V	92553	255.18	25.518	50.53	331.22
1.01706E+11	479553027	684277	PRUDHOMME, GERALD (OWNR)	25861	WOLFBERRY DR	92553-4735	PRUDHOMME GERALD	25861 WOLFBERRY DR	MORENO V	92553	255.29	25.53	50.55	331.36
31131895009	479554002	684277	MOJICA, JORGE	25862	WOLFBERRY DR	92553-4734	ESCOBEDO MARIA DEL CARMEN	25862 WOLFBERRY DR	MORENO V	92553	255.18	25.518	50.53	331.22
96509955005	479554005	684277	ZHAO, KERNE	25898	WOLFBERRY DR	92553-4734	ZHAO KERN	25898 WOLFBERRY DR	MORENO V	92553	183.21	18.32	36.28	237.80
31593895000	479553023	684277	GUEVARA, LINDA (OWNR)	25909	WOLFBERRY DR	92553-1231	GUEVARA BERNARDO	12054 FLINTLOCK TR	MORENO V	92557	128.14	12.81	25.37	166.32
58838175008	479554007	684277	SMITH, ROBERT A	25922	WOLFBERRY DR	92553-1230	SMITH ROBERT A	25922 WOLFBERRY DR	MORENO V	92553	255.18	25.518	50.53	331.22
55297665007	487184033	684277	HOLMES, KAREN AND EARL	12410	WOLVERINE CIR	92555-2033	HOLMES KAREN E	12410 WOLVERINE CIR	MORENO V	92555	255.29	25.53	50.55	331.36
95575445005	487184035	684277	BURNS, JESSE (RENT)	12450	WOLVERINE CIR	92555-2033	PURPORA ANTHONY GERARD	12450 WOLVERINE CIR	MORENO V	92555	191.77	19.18	37.97	248.90
52047605002	487184036	684277	BARDO, SHERRY (RENT)	12450	WOLVERINE CIR	92555-2033	HUTCHINSON RONALD STANTON	12470 WOLVERINE CIR	MORENO V	92555	234.08	23.41	46.35	303.82
89743963007	487184028	684277	FELIX, JOSE	12493	WOLVERINE CIR	92555-2033	FELIX JOSE	12493 WOLVERINE CIR	MORENO V	92555	255.29	25.53	50.55	331.36
92522225006	487081002	684277	GALVAN, FELIPE	12408	WOODBRIAR DR	92555-1866	KIM JENNIFER JIN AH	12408 WOODBRIAR DR	MORENO V	92555	255.29	25.53	50.55	331.36
31515525001	484132004	684277	WILSON, KAREN (RENT)	25333	WOODCREEK CT	92553-4445	HO ELLEN	1401 VALLEY VIEW NO 329	GLENDALE	91202	255.40	25.54	50.57	331.50
57690475001	488133032	684277	CONPETENTE, RANDY (OWNR)	27121	WOODGLEN LN	92555-4533	COMPETENTE MARY A	27121 WOODGLEN LN	MORENO V	92555	155.40	15.54	30.77	201.70
92618035002	488140044	684277	MCKAY, LEILANI (RENT)	27200	WOODGLEN WAY	92555-4534	OBRIEN JOYCELYN C	27212 WOODGLEN LN	MORENO V	92555	191.77	19.18	37.97	248.90
62116005009	264161017	684277	ESCOBEDO, JOSE (RENT)	23378	WOODLANDER WAY	92557-6113	SUN QI	23378 WOODLANDER WAY	MORENO V	92557	185.40	18.54	36.71	240.64
31088915007	264161009	684277	MATRONE, MYRA (OWNR)	23442	WOODLANDER WAY	92557-6113	MATRONE MYRA	23442 WOODLANDER WAY	MORENO V	92557	139.81	13.98	27.68	181.46
75836545004	264161008	684277	SCHOONOVER, JUDY L	23450	WOODLANDER WAY	92557-6113	SCHOONOVER SCOTT A	23450 WOODLANDER WAY	MORENO V	92557	55.40	5.54	10.97	71.90
91337953006	264164025	684277	RAMIREZ, REYNA (RENT)	23451	WOODLANDER WAY	92557-6112	MEZA KRYSTAN N	1709 N ARROWHEAD AVE	RIALTO CA	92376	168.06	16.81	33.28	218.14
31653305006	264161006	684277	GREEN, DIANE	23466	WOODLANDER WAY	92557-6212	GREEN DIANE	23466 WOODLANDER WAY	MORENO V	92557	126.66	12.67	25.08	164.40
92022395001	264164028	684277	JENNINGS, GWENDOLYN	23473	WOODLANDER WAY	92557-6213	RIECK RORY	P O BOX 87	LA JARA N	87027	255.40	25.54	50.57	331.50
75178035008	264161005	684277	SAVEDER, ABRHAM (RENT)	23476	WOODLANDER WAY	92557-6212	CHAVEZ DENICE M	23476 WOODLANDER WAY	MORENO V	92557	127.26	12.726	25.20	165.18
65033895006	264131061	684277	MCCANTS, PATRICIA (RENT)	23516	WOODLANDER WAY	92557-6214	REIS SEAN P	29 MOUNTAIN LAUREL	TRABUCO	92679	332.64	33.26	65.86	431.76
88969883006	264131051	684277	NAVARRETE, SANDRA (OWNR)	23559	WOODLANDER WAY	92557-6215	NAVARETTE SANDRA	23559 WOODLANDER WAY	MORENO V	92557	82.86	8.29	16.41	107.54
96430585002	264131055	684277	KELLEY, JOHN	23576	WOODLANDER WAY	92557-6214	FEDERAL NATL MORTGAGE ASSN	350 HIGHLAND DR	LEWISVILL	75067	332.40	33.24	65.82	431.44
54305695003	264131053	684277	FOGGO, DREW	23583	WOODLANDER WAY	92557-6215	MOGHADDAM SAEID BAGHERI	414 AMY COMMON	SANTA AN	92703	228.96	22.896	45.33	297.18
85359635006	484093004	684277	DELANEY, JOHN	14300	WOODLARK LN	92553-4983	DELANEY JOHN P	14300 WOODLARK LN	MORENO V	92553	255.29	25.53	50.55	331.36
31400445003	484042019	684277	PARTIDA, CHRISTOPHER (RENT)	14141	WOODPARK DR	92553-4404	YANG JERRY	2113 TREERIDGE CIR	BREA CA	92821	289.11	28.91	57.24	375.26
97052385005	484042021	684277	GROLON, ISABEL (RENT)	14152	WOODPARK DR	92553-4404	KIRMANI TANVEER	14152 WOODPARK DR	MORENO V	92553	244.58	24.458	48.43	317.46
31377045007	484042025	684277	BURTON, KEVIN	14200	WOODPARK DR	92553-4460	BURTON KEVIN L	14200 WOODPARK DR	MORENO V	92553	332.16	33.216	65.77	431.14
92735335001	484042011	684277	JOHNSON, LEON (RENT)	14237	WOODPARK DR	92553-4405	FERGADES JOHN EMANUEL	14237 WOODPARK DR	MORENO V	92553	110.36	11.04	21.85	143.24
74672665008	484104008	684277	ARGUETA, ANGELICA (RENT)	14273	WOODPARK DR	92553-4456	ABLIR JESSE	14273 WOODPARK DR	MORENO V	92553	128.14	12.81	25.37	166.32
90036735002	484104005	684277	JUAREZ, SAMANTHA (RENT)	14303	WOODPARK DR	92553-4406	RIOS ROSE	3410 LA SIERRA NO F178	RIVERSIDE	92503	95.60	9.56	18.93	124.08
31591145002	484134014	684277	MOSLEY, BRENDA (OWNR)	14363	WOODPARK DR	92553-4407	MOSLEY BRENDA	14363 WOODPARK DR	MORENO V	92553	128.14	12.81	25.37	166.32
95578385001	484134013	684277	GOMEZ, VANESSA (RENT)	14373	WOODPARK DR	92553-4407	GOMEZ DOLORES B	14373 WOODPARK DR	MORENO V	92553	48.51	4.85	9.60	62.96
31321535002	264121051	684277	GOMEZ, FRANCES	23284	WOODPECKER PATH	92557-5420	DORADO LUCIANO A	23284 WOODPECKER PATH	MORENO V	92557	255.29	25.53	50.55	331.36
55711835002	264122005	684277	BOYD, LANESHA (RENT)	23315	WOODPECKER PATH	92557-5421	HERNANDEZ DAVID V	10062 MALLOW DR	MORENO V	92557	332.64	33.26	65.86	431.75
62391135001	256320003	684277	LOPEZ, VERONICA	21435	WOOLF CT	92557-8449	SURRELL FRANK R	131 GRAYSON RD	UPLAND C	91786	121.77	12.18	24.11	158.04
58195315004	312224007	684277	RICHARDS, AGNES	25910	XANA WAY	92551-4121	ANGUREN ALEJANDRO A	25910 XANA WAY	MORENO V	92551	255.18	25.518	50.53	331.22
31389685007	312224005	684277	ARGUETA, MARINA (OWNR)	25921	YANEZ TRAIL RD	92551-2102	ARGUETA OVIDIO A	25921 YANEZ TRAIL RD	MORENO V	92551	332.64	33.26	65.86	431.76
31605075004	312224003	684277	EVANS, BRANDON	25943	YANEZ TRAIL RD	92551-2102	EVANS BRETT ANTHONY	25943 YANEZ TRAIL RD	MORENO V	92551	409.14	40.914	81.01	531.06
90473093001	308531034	684277	TERRY, SELWYAN	26082	YEARLING CT	92555-3364	TERRY SELWYN J	26082 YEARLING CT	MORENO V	92555	91.66	9.17	18.15	118.96
84359715000	308531030	684277	GRIMES, SANDRA (RENT)	26093	YEARLING CT	92555-3364	THR CALIF	410 N MAIN ST	CORONA C	92880	85.76	8.58	16.98	111.30
1.01874E+11	296182021	684277	HUMPHREY, JEROME	23316	YEE ST	92553-3489	GOSNELL WILLIAM E	15110 ALVARADO ST	LAKE ELSIN	92530	94.76	9.476	18.76	122.98
49454315007	296182025	684277	AGUIRRE, TAMMY	23352	YEE ST	92553-3489	AGUIRRE DOMINGO	23352 YEE ST	MORENO V	92553	332.40	33.24	65.82	431.44
83505535007	296183010	684277	HAMPTON, DUSTIN	23359	YEE ST	92553-3491	FLAG 2 REAL ESTATE HOLDINGS	5270 LA CRESCENTA	YORBA LIN	92887	127.92	12.792	25.33	166.04
89106033003	296183009	684277	NAVA, HECTOR (RENT)	23369	YEE ST	92553-3491	JIMENEZ ISAIAS	24487 BOSTWICK DR	MORENO V	92553	126.54	12.654	25.05	164.24
94273695005	296183008	684277	RODRIGUEZ, PAOLA (OWNR)	23379	YEE ST	92553-3491	CORTEZ ESTEBAN	23379 YEE ST	MORENO V	92553	255.40	25.54	50.57	331.50
90154293005	264263004	684277	JIMENEZ, JAVIER	11865	YELLOW IRIS WAY	92557-6022	MARTINEZ FRANK	14 CORAL SEA	LAGUNA N	92677	255.18	25.518	50.53	331.22
86397783003	264261038	684277	ESTRADA, VICTOR	11908	YELLOW IRIS WAY	92557-6023	ESTRADA VICTOR E	11908 YELLOW IRIS WAY	MORENO V	92557	255.29	25.53	50.55	331.36
31251005002	260312032	684277	FLORES, JAMES	23772	YELLOWBILL TER	92557-2833	FLORES JAMES	23772 YELLOWBILL TER	MORENO V	92557	255.29	25.53	50.55	331.36
52778985002	260303002	684277	MARTIN, MYLES	23796	YELLOWBILL TER	92557-2833	MARTIN MYLES FRANCIS	23796 YELLOWBILL TER	MORENO V	92557	191.29	19.13	37.88	248.28
97078115007	260302024	684277	VALDEZ, CODY (OWNR)	23827	YELLOWBILL TER	92557-2832	VALDEZ CODY J	23827 YELLOWBILL TER	MORENO V	92557	479.58	47.96	94.96	622.48
31067255009	291610018	684277	MEHRPORE, PAUL E AND NAHID R	13111	YELLOWWOOD ST	92553-6942	MEHRPORE PAUL E	13111 YELLOWWOOD ST	MORENO V	92553	183.21	18.32	36.28	237.80
92817275009	291610020	684277	CANDELARIA, FELICIA (RENT)	13122	YELLOWWOOD ST	92553-6943	MARQUEZ MARIO A	13122 YELLOWWOOD ST	MORENO V	92553	203.39	20.34	40.27	264.00
91566083003	291610011	684277	CRUZ, JULIO	13167	YELLOWWOOD ST	92553-6942	CRUZ JULIO	13167 YELLOWWOOD ST	MORENO V	92553	191.73	19.17	37.96	248.86
31382135008	291610008	684277	ENRIQUEZ, ARACELI	13191	YELLOWWOOD ST	92553-6942	ENRIQUEZ SAMUEL	13191 YELLOWWOOD ST	MORENO V	92553	78.52	7.85	15.55	101.90
87945295001	486092001	684277	JACOBO, HILDA (RENT)	25071	YOLANDA AVE	92551-4536	MEZA JOHN ALFRED	25071 YOLANDA AVE	MORENO V	92551	197.83	19.78	39.17	256.78
31578555002	486083024	684277	BLACKETER, ELAINE	25094	YOLANDA AVE	92551-4527	BLACKETER JOAN E	25094 YOLANDA AVE	MORENO V	92551	255.29	25.53	50.55	331.36
31464375003	486092003	684277	ALVAREZ, MARIA	25095	YOLANDA AVE	92551-4536	ALVAREZ LEONARDO	25095 YOLANDA AVE	MORENO V	92551	255.40	25.54	50.57	331.50
52554085006	486092005	684277	GOVEA, MADE-LOURDES	25119	YOLANDA AVE	92551-4540	GOVEA MADE LOURDES	25119 YOLANDA AVE	MORENO V	92551	255.29	25.53	50.55	331.36
31161045005	486092006	684277	DUFFEY, L T	25131	YOLANDA AVE	92551-4540	DUFFEY L T	25131 YOLANDA AVE	MORENO V	92551	61.73	6.17	12.22	80.12

89006555005	486092009	684277	TERRAZAS, FAVIOLA	25165	YOLANDA AVE	92551-4540	MOLINA JESUS	25165 YOLANDA AVE	MORENO V	92551	255.18	25.518	50.53	331.22
98314545015	486103020	684277	STOKKE, ELAINE	25304	YOLANDA AVE	92551-4543	STOKKE ELAINE ELIZABETH	25304 YOLANDA AVE	MORENO V	92551	255.29	25.53	50.55	331.36
31577675009	486103023	684277	BONILLA, JESUS, CARAVEO, MARIF	25340	YOLANDA AVE	92551-4543	BONILLA JESUS	25340 YOLANDA AVE	MORENO V	92551	510.80	51.08	101.14	663
97605175004	486111008	684277	OCAMPO, ERIN	25375	YOLANDA AVE	92551-4542	AHMED OMAR FAISAL	5533 PINE AVE	CHINO HIL	91709	236.34	23.63	46.80	306.76
31500765002	486103034	684277	VERDUGO, DAISY	25474	YOLANDA AVE	92551-4545	VERDUGO DEYSI	25474 YOLANDA AVE	MORENO V	92551	255.29	25.53	50.55	331.36
65962565005	486111018	684277	RODRIGUEZ, CORINA (RENT)	25497	YOLANDA AVE	92551-4544	DALLIN	5440 TRABUCO RD STE 200	IRVINE CA	92620	92.77	9.28	18.37	120.40
52400565001	291671003	684277	BANKS,LISA	22336	YORKE RD	92553-2049	DROGMIR CRISTIAN	22312 YORKE RD	MORENO V	92553	251.21	25.12	49.74	326.06
59201825002	291671018	684277	YUSI, JAY (RENTR)	22367	YORKE RD	92553-2049	REDOR MYRNA	22367 YORKE RD	MORENO V	92553	43.66	4.366	8.64	56.66
64177055008	487421003	684277	LOCKE, NASHAUNDA (RENT)	13333	YUBA PASS RD	92555-2443	DUBOISE MONIQUE NASHAUN	P O BOX 8715	MORENO V	92552	332.64	33.26	65.86	431.76
69224945007	487431016	684277	ICABALCETA, EVA (RENT)	13409	YUBA PASS RD	92555-2444	SANCHEZ ERNESTO S	13409 YUBA PASS DR	MORENO V	92555	158.51	15.85	31.38	205.74
92623195008	484111022	684277	STEPHENSON, VICTORIA	25040	YUCCA DR	92553-4349	JACKSON MICHAEL L	25040 YUCCA DR	MORENO V	92553	332.16	33.216	65.77	431.14
31563605004	484112022	684277	MIMS, DESHON	25140	YUCCA DR	92553-4351	TAC MO FAMILY TRUST	21250 BOX SPRING	MORENO V	92557	82.40	8.24	16.32	106.94
31058905002	479422009	684277	ESCOBEDO, CONCEPCION (OWNR)	12336	YUMA CT	92557-7600	ESCOBEDO MARCO A	12336 YUMA CT	MORENO V	92557	85.29	8.53	16.89	110.70
61242655007	479422008	684277	ESPINOZA, CHRISTINA C	12346	YUMA CT	92557-7600	ESPINOZA CHRISTINA CANDICE	12346 YUMA CT	MORENO V	92557	255.40	25.54	50.57	331.50
31269885009	479422016	684277	VELAZQUEZ, TORIBIO	12395	YUMA CT	92557-7600	VELAZQUEZ TORIBIO	12395 YUMA CT	MORENO V	92557	255.40	25.54	50.57	331.50
31356795003	304152029	684277	DIAZ, LIRIO (OWNR)	15367	ZAHARIAS ST	92555-6403	QIN JANE ZICHEN	1509 SILMAN ST	HACIENDA	91745	128.14	12.81	25.37	166.32
31048105001	304152026	684277	WILSON, PATRICIA	15391	ZAHARIAS ST	92555-6403	WILSON PATRICIA	15391 ZAHARIAS ST	MORENO V	92555	255.29	25.53	50.55	331.36
98648715005	304152020	684277	LOGUEZ, GLORIA	15408	ZAHARIAS ST	92555-6404	OLAGUEZ GLORIA	15408 ZAHARIAS ST	MORENO V	92555	255.40	25.54	50.57	331.50
1.02E+11	304152021	684277	ACCOMANDO, CHEYNE (RENT)	15416	ZAHARIAS ST	92555-6404	ACCOMANDO LILI ANNE	15416 ZAHARIAS ST	MORENO V	92555	368.79	36.88	73.02	478.68
31101865008	304152022	684277	ESCALANTE, DAVID R (OWNR)	15424	ZAHARIAS ST	92555-6404	ESCALANTE DAVID ROBERTO	15424 ZAHARIAS ST	MORENO V	92555	192.56	19.26	38.13	249.94
88547805007	475272019	684277	MC GUIRE, EDWARD	11881	ZANTAR LN	92557-6350	MCGUIRE EDWARD	11881 ZANTAR LN	MORENO V	92557	332.40	33.24	65.82	431.44
91284935005	475272056	684277	SEVOIAN, ZAVEN (OWNR)	11995	ZANTAR LN	92557-6350	SEVOIAN ZAVEN	11995 ZANTAR LN	MORENO V	92557	20.41	2.04	4.04	26.48
98302765013	312222016	684277	DUNN, ROBERT	16440	ZARCO LUNA PL	92551-2133	HSU PIUS C	16440 ZARCO LUNA PL	MORENO V	92551	255.40	25.54	50.57	331.50
60859385006	312222018	684277	BOYD, KAREN	16460	ZARCO LUNA PL	92551-2133	BOYD KAREN	16460 ZARCO LUNA PL	MORENO V	92551	332.16	33.216	65.77	431.14
31523235006	312222008	684277	BASHEER, LATI (OWNR)	16495	ZARCO LUNA PL	92551-2133	BASHEER AQUIL F	16495 ZARCO LUNA PL	MORENO V	92551	59.51	5.951	11.78	77.24
91991385000	291671058	684277	NEAL, LYNNE (OWNR)	13050	ZENITH WAY	92553-2042	NEAL DENNIS	13050 ZENITH WAY	MORENO V	92553	255.40	25.54	50.57	331.50
97060605002	291671066	684277	ROLDAN, RICK (RENT)	13073	ZENITH WAY	92553-2042	LOFTIS RAYMOND ANTHONY	13073 ZENITH WAY	MORENO V	92553	191.77	19.18	37.97	248.90
91169553007	486032016	684277	MILLER, ROB	15037	ZHANA DR	92551-7027	PERRY STEVEN E	10745 RIDGEFIELD TER	MORENO V	92557	128.03	12.80	25.35	166.18
94448655001	486035007	684277	SEVILLA, MARIA AND HECTOR J	15078	ZHANA DR	92551-1455	SEVILLA HECTOR J	15078 ZHANA DR	MORENO V	92551	255.29	25.53	50.55	331.36
31642145003	486032024	684277	ALCALA, VERONICA	15145	ZHANA DR	92551-7029	PEREZ ANDY	15145 ZHANA DR	MORENO V	92551	255.29	25.53	50.55	331.36
63116995000	292202029	684277	HERSH, NELSON	12061	ZINNIA ST	92557-8202	HERSH NELSON	12061 ZINNIA ST	MORENO V	92553	63.96	6.40	12.66	83.02
74817565000	292202031	684277	PENA, PATRICIA	12081	ZINNIA ST	92557-8202	DEHAVEN PATRICIA L	P O BOX 152	MORENO V	92556	255.29	25.53	50.55	331.36
94257945002	292202003	684277	SMITH, TERRY	12101	ZINNIA ST	92557-8203	SMITH TERRY J	12101 ZINNIA ST	MORENO V	92557	255.29	25.53	50.55	331.36
31236715004	292202001	684277	DE ROUEN, BARBARA	12121	ZINNIA ST	92557-8203	DEROUEN BARBARA A	12121 ZINNIA ST	MORENO V	92557	255.40	25.54	50.57	331.50
96429605000	292212001	684277	CEBALLOS, PAUL E	12130	ZINNIA ST	92557-8201	CEBALLOS LINO PAUL ESTATE OF	12130 ZINNIA ST	MORENO V	92557	255.40	25.54	50.57	331.50
93770085009	292213027	684277	BARRETT, CHARLAVONNA	12131	ZINNIA ST	92557-8203	BARRETT CHARLAVONNA	12131 ZINNIA ST	MORENO V	92557	255.29	25.53	50.55	331.36
31450295009	292212002	684277	FERNANDEZ, MIGUEL (RENT)	12142	ZINNIA ST	92557-8201	BRUCE NORA E	11435 LOMBARDY LN	MORENO V	92557	255.40	25.54	50.57	331.50
93067945000	292212003	684277	SESENA, MANUEL (RENT)	12156	ZINNIA ST	92557-8201	DENAROLA ROBERT ANTHONY	16514 LORELEI LN	TUSTIN CA	92780	255.40	25.54	50.57	331.50
31097765009	292213020	684277	GUTIERREZ, JOSE	12193	ZINNIA ST	92557-8204	WELLS FARGO BANK	3476 STATEVIEW BLV	FORT MILL	29715	332.64	33.26	65.86	431.76
31584235008	292213019	684277	ANDRADE, ANASTASIO AND VERO	12201	ZINNIA ST	92557-8204	HUSSAIN SYED SAJJAD	12201 ZINNIA ST	MORENO V	92557	214.70	21.47	42.51	278.68
31284265008	296173003	684277	TOPALOVIC, IVANA (RENT)	23313	ZITEO CT	92553-1728	ALVAREZ ALEJANDRO	8041 CYPRESS AVE	RIVERSIDE	92503	30.26	3.026	5.99	39.26
93290665006	312223015	684277	O'NEAL, FRANTZ	16410	ZOCALO PL	92551-2136	BROADNAX EDWIN C	16410 ZOCALO PL	MORENO V	92551	255.18	25.518	50.53	331.22
66026365000	312222027	684277	LAYTON, OQUESA	16445	ZOCALO PL	92551-2137	LAYTON OQUESA	16445 ZOCALO PL	MORENO V	92551	303.40	30.34	60.07	393.80
95650913007	312223019	684277	ROJAS, LINA AND RUDY	16450	ZOCALO PL	92551-2136	ROJAS RUDY B	16450 ZOCALO PL	MORENO V	92551	255.29	25.53	50.55	331.36
80692815007	312223021	684277	WILLIAMS, ANGELA	16470	ZOCALO PL	92551-2138	WILLIAMS ANGELA	16470 ZOCALO PL	MORENO V	92551	255.40	25.54	50.57	331.50
95524495002	312223027	684277	PENLAND, TANI	16510	ZOCALO PL	92551-2149	PENLAND TANI L	16510 ZOCALO PL	MORENO V	92551	255.40	25.54	50.57	331.50
31545515000	312222036	684277	HENDERSON, KATHERENE	25915	ZORRA LN	92551-4102	HENDERSON KATHERENE	25915 ZORRA LN	MORENO V	92551	63.96	6.40	12.66	83.02
94458075002	312222034	684277	WINANF, ZEVULUM (OWNR)	25943	ZORRA LN	92551-4105	WINANS ZEBULUM	25943 ZORRA LN	MORENO V	92551	60.65	6.07	12.01	78.72
66085805004	312222030	684277	JOYSELYN, MCKNIGHT	25985	ZORRA LN	92551-4114	MCKNIGHT JOYCELYN	25985 ZORRA LN	MORENO V	92551	177.96	17.80	35.24	230.98
87321625006	475311018	684277	PRICE, JIM	24570	ZUPPARDO WAY	92557-5120	PRICE JAMES A	24570 ZUPPARDO WY	MORENO V	92551	31.04	3.10	6.15	40.28

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Michelle Dawson, City Manager
Thomas M. DeSantis, Assistant City Manager
Richard Teichert, Chief Financial Officer

AGENDA DATE: June 25, 2013

TITLE: RECOMMENDATION TO OUTSOURCE MORENO VALLEY LIBRARY SERVICES

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Select Library Systems and Services, LSSI to provide library services in the City of Moreno Valley, with a target implementation date prior to September 15, 2013.

2. Authorize the City Manager to sign a contract for provision of outsourced library services consistent with the terms outlined in this report, with approval by the City Attorney.

BACKGROUND

The City Council directed staff to present a fully balanced budget for Fiscal Year 2013-14. The budget development process began with reviewing Deficit Elimination concepts previously explored by the Council, which included potential budget savings to be derived by outsourcing provision of City Library services.

The budget unanimously adopted by the City Council on June 11, 2013 reduced ongoing Library spending by $250,000 annually.

On April 30, 2013 the City Council received a Feasibility Review which addressed the concept of outsourcing Library services in accordance with City Council Policy 2.25, and encouraged the Library staff to submit a proposal to the City Manager for provision of service in a manner consistent with the City Council's fiscal policy direction for Fiscal Year 2013-14.

The City Manager's Office received proposals from Library Systems and Services (LSSI) as well as the City Library staff in accordance with the May 30th submission deadline.

After reviewing the two proposals, the City Manager's Office recommends awarding a contract to LSSI as a means of expanding library services to City residents while simultaneously reducing ongoing annual costs by $250,000. This report provides additional background on this issue, as well as a basic comparative analysis of the two proposals. Representatives from LSSI as well as the City's Library Services Division Manager will attend the June 25th City Council meeting to respond to any questions regarding their respective proposals to provide Library services.

DISCUSSION

The City Library budget for FY 2012/13 totaled $2.045 million. Funding was derived from the following sources:

Property Tax (Dedicated to the City Library):	$1,244,800
Library Fines:	$60,600
Library Fees:	$11,000
Donations:	$2,000
CSD Zone A Subsidy (supports Computer Lab):	$160,000
City General Fund Subsidy:	**$566,641**

Following are the categories of expenditures supported by the FY 2012/13 budget of $2.045 million:

Personnel	$1,343,391
Internal Service costs (e.g. facility maintenance, utilities, facility insurance, technology services, etc.)	$515,200
Materials:	$64,350

Other Direct Operating Expenditures: $122,100

Because the Library's operational costs significantly exceeded its dedicated property tax revenue, the City's General Fund subsidized more than 25% of Library expenditures. This ongoing subsidy has been evaluated in recent years as the City has been faced with making sharp reductions to General Fund spending to close a structural deficit.

Budget planning for Fiscal Year 2013-14 closed an overall $8.3 million gap between the City's ongoing revenues and its ongoing expenditures. As part of this process, previous cost-cutting concepts were revisited in light of the urgency to bring the City budget fully into balance.

In 2011, the City held preliminary discussions with representatives from Library Systems and Services (LSSI), the organization that has provided library services at all branches of the Riverside County Library System since 1997. These discussions revealed the potential to preserve and potentially enhance services while reducing the City's General Fund subsidy of City Library programs and services. Recognizing the potential budget savings, as well as unique advantages which could be available through linkages to the County Library system, staff resumed exploratory discussions in 2013 with LSSI representatives.

Over a series of meetings with the Moreno Valley Library team, staff provided significant detail regarding the City Council's fiscal and service delivery objectives pertaining to the Library…specifically the need to reduce *ongoing* annual spending by $200,000 to $250,000 while expanding services provided to library patrons. Library staff acknowledged these parameters and submitted a proposal to the City Manager.

Following is a basic comparative analysis of the two proposals.

	Library Staff Proposal	**LSSI Proposal**
Public Service Hours	**53 Hours/week** *No Change* at current funding level. Open 5 days per week M-TH: 9 a.m. – 8 p.m. Fri: CLOSED Sat: 9 a.m. – 6 p.m. Sun: CLOSED Could increase from current 53 hours per week to 57 (7% increase) via	**66 Hours/week** *25% increase* at current funding level. Open 7 days per week. M-TH: 9 a.m. – 8 p.m. Fri: 9 a.m. – 6 p.m. Sat: 9 a.m. – 5 p.m. Sun: 12 p.m. – 5 p.m.

	Furlough reduction. Est. additional cost: $67,000	
	Library Staff Proposal	**LSSI Proposal**
Books/Materials (including data base subscriptions)	No Change: $64,350	200% increase: $193,000 Figure to remain constant in each year of contract; may be increased/decreased *only* at City Council's discretion
Staffing	No Change	All current employees to be interviewed for staff positions, LSSI routinely hires local staff
Fixed Costs (Internal Service costs: e.g. facility maintenance, utilities, facility insurance, tech services, etc.)	No Change: ($515,200)	No Change: ($515,200)
Library Commission	No Change: Appointed by City Council, provides recommendations to City Council	No Change: Appointed by City Council, provides recommendations to City Council
Friends of the Library	No Change: Independent, autonomous. Raises/manages/allocates funding at its members' sole discretion	No Change: Independent, autonomous. Raises/manages/allocates funding at its members' sole discretion
Operating Policies	No Change: Set by City Council	No Change: Set by City Council
Fines & Fees	No Change: Set by City, remitted directly to City	No Change: Set by City, remitted directly to City
Donations	No Change: Remitted directly to City	No Change: Remitted directly to City
Ownership of All	No Change: Owned	No Change: Owned entirely by

Assets	entirely by City	City
	Library Staff Proposal	**LSSI Proposal**
Capital Improvements	No Change: City discretion, City responsibility	No Change: City discretion, City responsibility
***One-Time* Transition Costs**	$0	Approximately $240,000 in *one-time* costs.
	Notes: • Costs for unused vacation hours must ultimately be paid as current employees leave City service in future years. • If services are not outsourced, the City's cost for leave payouts will continue to grow over time…thereby *increasing the future cost for this unfunded liability*	Notes: • Costs not imposed by LSSI, but reflect the City's existing obligation to pay accrued leave to departing employees. • Outsourcing services will cap this cost at current levels and *eliminate this unfunded liability*
External Funding	No Change: Library would continue to qualify apply for grant funding to support Library programs/services.	No Change: Library would continue to qualify to apply for grant funding to support Library programs/services.

As indicated earlier in this report, outsourcing Library services is recommended as an element of the City's deficit elimination strategy; it will create an ongoing annual savings. The outsourcing model proposed by LSSI will significantly increase services available to Moreno Valley residents while capping costs.

To provide a valid cost analysis, staff compared the Library's FY 2012/13 baseline budget, upon which the Library staff proposal is based, with the proposal presented by LSSI. As neither Library staff nor LSSI can control the Internal Service Fund charges levied by the City, these charges ($515,200 in the current fiscal year) have been excluded from both proposals.

Library Proposal

City's FY 2012/13 costs for Library staff salaries/benefits:	$1,343,391
• City's FY 2012/13 spending on Books/Materials:	$64,350
• City's FY 2012/13 spending on other Direct Costs:	$122,100
• CITY'S TOTAL BASELINE BUDGET:	$1,529,841

LSSI Proposal

• Proposed 2013/14 costs for Library operations (includes all staff and program costs):	$1,086,840
• Proposed 2013/14 spending on Books/Materials:	$193,000
• TOTAL LSSI COST:	$1,279,840
Annual savings available via LSSI:	***$250,001****
*Outsourcing would eliminate City costs to reduce furlough by 5% effective July 2013, thereby increasing the annual savings amount to:	***$317,171***

Cost containment in future years is essential to capturing *ongoing* savings. As shown below, the LSSI proposal caps cost increases (over a five-year period) to an amount *less than* the City's own cost increases over the past two-year period:

- Library Staff proposal: City Council retains discretion over spending on Library staffing and books/materials.
    - City-approved salary cost increases (4.75% in July 2012 and furlough reduction effective July 2013) total approximately $131,000 *for this two-year period alone.*

- LSSI proposal: City receives guaranteed annual cost for Library operations. Council retains discretion over spending on books/materials.
    - Contract sets maximum annual increase of 2.5% of operating costs in each year of the 5-Year contract.
    - Total cost increases are capped at $112,828 for the entire 5-Year contract.
    - Requires the City to eliminate its unfunded liability for employees' accrued leave benefits via a one-time cost of approximately $240,000.

The Library staff's proposal recommends that the City not outsource Library services for a list of reasons which include:

- One-Time costs for leave buyouts (to eliminate the City's unfunded liability as addressed above)
- Potential for cost escalation beyond the initial contract period. (It should be noted that the neither the Library staff nor LSSI had access to the competing proposal when preparing its own. As a result, Library staff's assertion that LSSI contract cost increases could preclude the City from achieving ongoing cost savings was made without information regarding the fixed cap proposed by LSSI.)
- Potential negative impacts to customer service; Library staff believes that LSSI will reduce the number and composition of staff present to provide services to the public.
- Community demand for library services; Library staff presents detailed statistics showing that the Library serves a high number of visitors each day, responds to more than 122,000 reference questions per year, and circulates nearly 393,000 items annually.
- Staff salaries and benefits; Library staff members are concerned that lower wages and benefits paid to those hired by LSSI will reduce workforce morale translate to a lower level of service provided to residents.
- Potential future legal constraints; Library staff indicate that future legislation may preclude cities which have not yet outsourced libraries from doing so.
- Materials selection; Library staff is concerned that materials will be selected for Moreno Valley's Library by staff who do not understand the unique needs of local patrons.

Summary & Recommendations

After thoughtful analysis of LSSI's proposal, as well as the Library staff's recommendations not to outsource Library services, the City Manager's office recommends selection of Library Systems and Services to provide library services in the City of Moreno Valley. The basis for this recommendation includes:

Service enhancements:	25% increase in Library hours, with services provided 7 days per week.
Books/Materials:	200% increase in the amount spent each year to purchase materials for Library patrons.
Cost Savings:	$250,000 ongoing annual savings, with a projected 5-year savings total of nearly $1.4 million (based on annual cost increases of 2.5% under both outsourcing and City service models).
Cost Containment:	Operating costs locked in for 5-year term.
Local Control:	City Council retains full policy control over Library policies, ownership of all assets, ability to cancel contract "without cause" with six months' notice after the initial year of service.
Service Levels:	Contract specifies service levels that must be delivered to Moreno Valley residents.
Intangible Factors:	Moreno Valley's success in delivering Library services has been tied directly to the staff members who serve local residents. An agreement with LSSI will ensure that all existing staff members will be interviewed for staff positions in a City-owned, LSSI-operated Library. In transitioning public libraries in other communities, LSSI predominantly hires existing branch staff because they are uniquely qualified to deliver services to their local community. Retention of these employees by LSSI is perhaps the best indicator of the company's positive relationship with its professional workforce. In fact, the company reports that 60% of the public library employees who moved from the Riverside County Library system in 1997 are *still* working for LSSI sixteen years later. It should be noted that, as a private, for-profit corporation, LSSI offers competitive, market-driven salaries, but typically lower benefit amounts than are currently provided to public sector employees. For example, City staff hired by LSSI will no longer be included in the PERS retirement system.

Service Demand:	As documented in the Library Staff's proposal, Moreno Valley residents demand high levels of Library service. Outsourcing via LSSI will allow the City to provide greater levels of service to residents of all ages.
Community Collaboration:	No change in the City's direct relationship with the Library Commission and Friends of the Library group as key stakeholders in the Library's success.
Diverse Programming:	Success with programs for adults, teens, children, seniors, and literacy services tailored for Spanish speakers.
Accountability:	Regular, reports to quantify the Library's success in meeting performance standards.
Regional Presence:	LSSI operates 35 library branches (and two bookmobiles) throughout Riverside County. Local cities served include: Calimesa, Canyon Lake, Cathedral City, Coachella, Desert Hot Springs, Eastvale, Indio, Jurupa Valley, La Quinta, Lake Elsinore, Norco, Palm Desert, Perris, San Jacinto, and Temecula.
Proven success:	LSSI's approach to delivery of outsourced library service has proven to be a successful service delivery model since its most significant introduction in 1997 in Riverside County, where its contract has been renewed regularly. Nationwide, 78 communities contract with LSSI to provide library services to their residents.

ALTERNATIVES

1. Select Library Systems and Services to provide library services in the City of Moreno Valley, with a target implementation date prior to September 15, 2013; and Authorize the City Manager to sign a contract for provision of outsourced library services consistent with the terms outlined in this report. *Staff recommends this alternative to expand Library services while capturing ongoing annual savings as required to eliminate the City's General Fund deficit.*

2. Continue to operate the City Library in its current configuration, creating a $250,000 deficit in the City's General Fund. *Staff does <u>not</u> recommend this option as it would be contrary to the Council's direction to fully balance the City's ongoing revenues with ongoing spending, and because this alternative would preclude the City from expanding Library services provided to City residents.*

3. Direct the City Manager to immediately effectuate staff reductions at the Library to reflect the $250,000 decrease in funding appropriated to the Library. *Although preferable to Alternative #2 (above), staff does not recommend this course of*

action as the corresponding loss of staff will diminish the City's ability to provide Library services to Moreno Valley residents.

FISCAL IMPACT

The recommended actions will generate $250,000 in ongoing annual savings, with a projected 5-year savings total of nearly $1.4 million (based on annual cost increases of 2.5% under both outsourcing and City service models). The table below is excerpted from LSSI's proposal and has been reviewed by the City's Chief Financial Officer.

	CY1	CY2	CY3	CY4	CY5	Total
Baseline Budget	$1,529,841	$1,568,087	$1,607,289	$1,647,471	$1,688,658	$8,041,346
Library Operations	$1,086,840	$1,114,011	$1,141,861	$1,170,408	$1,199,668	$5,712,788
Library Materials	$193,000	$193,000	$193,000	$193,000	$193,000	$965,000
Total LSSI Price	$1,279,840	$1,307,011	$1,334,861	$1,363,408	$1,392,668	$6,677,788
Annual Savings	$250,001	$261,076	$272,428	$284,063	$295,990	$1,363,558

The one-time cost to eliminate the City's unfunded liability for Library staff's accrued vacation hours is projected at $240,000. The City is obligated to pay this cost when current employees separate/retire, regardless of whether the City outsources Library services as recommended in this report.

NOTIFICATION

Library managers and staff members have been informed of the City's exploration of cost savings and service level enhancements potentially available through outsourcing operations. The Library Commission has been provided with information on this topic at two of its meetings, as has the Friends of the Library group. The Moreno Valley Management Association and Moreno Valley Employees Association have also been notified of the City's exploration of Library outsourcing within the context of the Deficit Elimination Plan.

ATTACHMENTS

1. LSSI Proposal
2. Library Staff Proposal
3. Library Staff Salaries (June 2013)

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Copy

LSSI Proposal for the Delivery of Library Services in the City of Moreno Valley

May 22, 2013

Submitted to:

Thomas M. DeSantis
Assistant City Manager
City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

Submitted by:

Library Systems & Services, LLC
12850 Middlebrook Road
Suite 400
Germantown, MD 20874-5244
www.lssi.com

LSSI

An Equal Opportunity Employer

LSSI
For Your Library

May 22, 2013

Mr. Thomas M. DeSantis
Assistant City Manager
City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

RE: Delivery of Library Services in Moreno Valley, California

Dear Mr. DeSantis:

LSSI is pleased to respond to your request for a proposal for the delivery of library services in Moreno Valley, and welcomes the opportunity to offer residents a service model that maintains local control of library resources and facilities, results in lower basic operating costs, and provides for enhanced library services. The City will continue to own all assets of the Library – the building, books, computers and furnishings – and set all policies and guidelines that govern the Library. LSSI will provide the staff and library expertise to administer the Library's operations.

Our proposal describes how LSSI will work with Moreno Valley leadership to ensure the continuation of high-quality library services to your residents. We have proposed to increase hours of service from 53 to 66 per week and increase the amount budgeted for books and materials by 200 percent. Because of efficiencies we can introduce into your operations, we offer a solution that provides $250,000 in savings from your current expenditure levels in the first year of operations. Total projected savings over a five-year contract period are in excess of $1.35 million. We feel certain that the citizens of Moreno Valley will applaud this increased level of service and support the cost savings Moreno Valley can enjoy as a result of the City's partnership with LSSI.

For three decades, LSSI has provided innovative services and products to differing types of libraries, a specialization that focuses all of our corporate resources on this single endeavor. In communities of all types and sizes, ranging from the City of Red Oak, Texas with a population of 10,000, to Riverside County, California with nearly two million residents, LSSI works as a team with our customers, adding our expertise to that of the local authorities, community library groups, and local library staff members to ensure the best possible outcomes are achieved.

We operate community libraries with the best and brightest staff and guarantee the provision of back-ups or replacements, as necessary. LSSI will interview all current staff members who wish to remain with Moreno Valley's Library and will give them preference during the hiring process. They will join our current public library staff of more than 900 nationwide, nearly 15 percent of whom are professional librarians with MLS degrees from ALA-accredited programs. A hallmark of our library staff is their dedication to public service, high energy, and commitment to library best practices and local operating standards and policies.

In summary, by contracting with LSSI in a public-private partnership for the operation of your Library, Moreno Valley will enjoy:

- Increased hours of operation—restoring operations to seven days a week
- Increased funding of books and materials, enhanced by the benefit of LSSI's scale and process
- Complete local control of library assets, planning and policies
- A five year, firm price contract providing increased accountability and overall cost control
- Cost effective operations, with greater efficiencies and lower costs
- Savings of $250,000 over currently budgeted expenditures in the first year
- Improved customer service wherever possible, and
- Enhanced programming relevant to your community's needs.

We offer you a greater return on your tax dollars invested in library services, and we pledge to maintain high service levels and disciplined accountability. LSSI's proposal, including our pricing, is valid through July 31, 2013. If you have any questions about this proposal, please call me at (301) 540-5100, extension 234.

We are eager to join you to ensure that the Library remains a vibrant community asset in Moreno Valley.

Cordially,

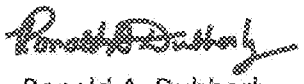

Ronald A. Dubberly
Chief Executive Officer
Library Systems & Services, LLC

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1. Executive Summary

Nationwide, 78 communities enjoy the benefits of a public-private partnership with LSSI to operate their libraries: improved local control, cost-effective library operations, and increased community support.

Community leaders define their Libraries' policies, priorities, and direction; LSSI operates the Libraries within this local framework, while centralizing and lowering the cost of overhead functions such as human resources, accounting, and technology.

In Moreno Valley, a partnership with LSSI will ensure:

- Your Library will be open 7 days per week for 25 percent more hours
- Increased funding for books and materials, enhanced by the benefits of LSSI's economies of scale, will keep your collection current
- The Library will offer improved programs, addressing unmet needs, i.e., literacy programs, and programs for teens, senior citizens and the Latino community.
- Moreno Valley's Library will be staffed immediately with effective local library personnel
- Your priorities will guide the direction of the Library, in consultation with LSSI library professionals
- Cost savings will allow you flexibility with operations, staffing, and/or acquisitions going forward

LSSI's operation of libraries in other communities has consistently increased library usage, program attendance, and volunteer participation. Recent contracts with LSSI for library operations in the communities of Camarillo, Palmdale, and Santa Clarita have energized residents, staff, and local leadership as they have seen their libraries become enhanced community assets.

2. Introduction

City leaders in Moreno Valley desire a more cost-effective and locally sustainable way to continue high-quality library services to their City's population of more than 196,000. In the recent past, the City has been forced to reduce library hours and lay off staff for budgetary reasons. In contrast, a partnership with LSSI would allow the City to add 13 hours of services per week, an increase of nearly 25 percent; increasing the amount budgeted for books and materials by 200 percent, while saving $250,000 in costs in the first year of operations.

Below we outline what LSSI offers our public library clients and the results we have achieved, in terms of effective services, programming, collections management, financial rigor, and absolute accountability. We then speak directly about our proposed transition and operational activities with Moreno Valley, as well as the pricing associated with our plan for the Moreno Valley Public Library.

3. What You Can Count On: Benefits of a Partnership with LSSI

3.1 Collaboration with Experienced, Engaged Senior Library Professionals

Our public library clients benefit from hands-on guidance and advice from experienced, senior library professionals both as company executives and as fellow library directors in other LSSI sites. Key staff available to Moreno Valley in partnership with LSSI would include noted experts:

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Mark Smith, LSSI's Vice President of Western Operations, oversees all LSSI contracts in California and Oregon. Before joining LSSI in 1999, he was the Director of Communications for the Texas Library Association and served at the Texas State Library where he administered a $7.7 million project with more than 80 full-time staff members in ten regional offices who provided funding and technical assistance to Texas public libraries, coordinated their planning activities, and produced a statewide library plan.

For Riverside County, he has overseen important organizational changes, technology advances, fund-raising, and expansions. He and his staff have secured more than $5 million in grants and other supplemental funding, and have won various honors for the Riverside County Library System. He and his staff are on the forefront of library advances and secured a grant in 2009 from the California State Library to support the purchase and field-testing of the Espresso Book Machine, a "print-on-demand" service that prints, covers, and binds books from computer files. He is the author of three books on library subjects, most recently co-authoring the title, "Training Library Staff and Volunteers to Provide Extraordinary Customer Service" (Neal-Schuman, 2006), and was named the California Library Association Member of the Year in 2003. When queried in a recent performance evaluation survey about LSSI's services, a former State Librarian for California (who served in that role until mid-2009), volunteered this concluding observation, "I have very high confidence in the talents of Mark Smith, West Coast manager, who I hope would play a leadership role ..." Mark Smith will be the Vice President responsible for hands-on oversight of the operations of the Moreno Valley Library.

Ron Dubberly, LSSI's CEO, served 27 years as a public library director—including service as the library director in Seattle and Atlanta-Fulton County public libraries. Before joining LSSI, he was a library consultant for ten years, providing professional guidance to libraries across the US on building projects, strategic planning, service improvements, and planning for results. He is a past president of the Public Library Association (1978-80), and one of the moving forces behind that Association's development of the Planning for Results Process. He leads strategic planning sessions for LSSI's customers, and provides guidance and mentoring to LSSI's librarians throughout the country.

Steve Coffman, LSSI's Vice President of Operations Support, oversees a team of professional staff and technology resources that serve all of LSSI's libraries. His group offers collection development services (including securing most favorable pricing and services from vendors); analysis of emerging trends in library services and technologies; recommendations regarding cutting edge improvements as warranted; and integrated library support services. He previously worked for the Los Angeles County Public Library, where he pioneered web-based reference services. Mr. Coffman is recognized nationally as one of the library profession's forward-thinkers and has written many articles for library publications including, "*What If You Ran Your Library Like a Bookstore?*" (American Libraries), and "*Building Earth's Largest Library*" (Searcher).

Bob Windrow has more than 30 years of experience in the field of library automation and has led LSSI's sales and marketing activities since joining the company in 1990. His relationship with potential and current clients includes ongoing assistance with community leaders and with the definition and implementation of state-of-the-art technology upgrades. He began his career at Xerox as District Sales Manager and was named Salesperson of the Year, then was Vice President of Sales with CLSI, an early ILS vendor. At Informatics, Inc., Mr. Windrow was Director, Sales and Marketing for three years, developing successful advertising and promotional campaigns. Just before joining LSSI, he was President/COO of Nationwide Fulfillment Systems, realigning middle management to focus on client services for a dramatic improvement in customer satisfaction.

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Luther Brady, LSSI's Director of IT Services, is based in LSSI's California offices and brings to each of our sites the benefits of his more than 20 years of experience with integrated library systems and library networking products. As a result of his long career in library automation, Mr. Brady has developed an extensive network of contacts throughout the library vendor community. Through these contacts and his own personal experience he is able to quickly resolve most technical issues. Mr. Brady and his staff support technology advances in all LSSI-operated libraries nationwide.

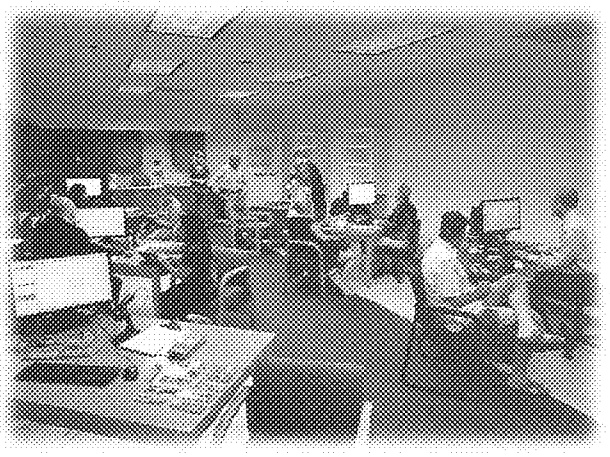

Senior staff members assist with transition activities in Santa Clarita.

LSSI's headquarters staff of MLS-degreed librarians, human resources specialists, IT and network administrators, and accountants supports these senior, key staff members. An equally valuable resource to our client libraries is LSSI's corps of senior staff located in LSSI-operated libraries nationwide. They form a corporate network of library expertise, offering insight and support to each other, and occasionally supporting on-site activities in other locations.

3.2 Hands-on, Action-oriented Administration

During all phases of the public-private partnership with LSSI, company officials participate as needed. For example, Mark Smith, as the Vice President in charge of the company's efforts in Moreno Valley, will meet frequently with City officials to share and discuss plans, options, costs, new programming ideas, alternative strategies to address some need, grant or other funding opportunities, next steps, useful data the City would like periodically—a full range of topics concerning administration of the Library. He meets regularly with clients in all our West Coast communities and brings considerable expertise to the discussions. In addition, Moreno Valley officials will have access to the specialized technology expertise within LSSI, our extensive graphic arts talent, and dedicated staff training teams.

3.3 Informed Innovation

Many of LSSI's leaders and staff have been locally or even nationally recognized as innovators in the field, ranging from early technological advances to more recent patron-oriented installations such as the Book Espresso "print-on-demand" machine in Riverside County. They bring a forward-looking approach to library operations, assessing the current needs of all of our libraries and determining recent developments in the field to address those needs effectively and within budget constraints.

Early discussions with community leaders typically involve LSSI's staff sharing an observation and then offering a menu of possibilities to address it. For example, respondents to a recent performance survey mentioned advances in procedures, purchasing, and technology that vastly improved their libraries' functioning by reducing backlogs. In one community, the timeline for acquiring new items and getting them on the shelves for public use dropped to only a few days after LSSI began administering the work. Depending on the needs and priorities of the local population, other possibilities might include popular enhancements such as DVD and book kiosk dispensers in the lobby. Regardless of the details of any particular innovation, the library's staff members benefit from working with LSSI's experts who are knowledgeable about a wide variety of new library approaches and technology and have working experience with these innovations elsewhere.

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3.4 A Proven, Effective, Seamless Transition

An important first step in all new LSSI library operations contracts is to conduct an informative, systematic program of public outreach. After meetings have been held with community officials, existing library staff members, Library Commission members, Friends groups, and other library stakeholders, LSSI follows a successful transition plan that incorporates what we learned during the outreach meetings into a series of well-defined steps customized for each library. LSSI's general transition plan is described briefly in Appendix 1. A similar plan would be developed for Moreno Valley residents and officials.

During contract startup and later implementation phases, the level and type of operational and administrative resources provided by LSSI will include input and assistance from LSSI's senior staff in Moreno Valley, in our California headquarters located in Riverside, or in our East Coast locations.

3.5 Judicious Staff Selection, Development, and Long-term Loyalty

LSSI will staff the Moreno Valley Public Library with experienced, well-qualified staff members who will provide services and programs to Library customers during all hours the Library is open to the public. LSSI hires the best and brightest to become LSSI staff members and augments their expertise with that of LSSI's senior support staff and Management Team. Going forward, all employees hired to work in the Moreno Valley Public Library will be LSSI employees, and LSSI will pay all costs related to their employment, including:

- Provision of employee benefits
- Annual and sick leave, and holidays
- Health, dental, life and long-term disability insurance
- Social security
- 401(k) plan with an accompanying contribution by LSSI
- Tuition reimbursement
- ALA membership for senior staff
- Direct deposit for paychecks
- Wide variety of insurance options through AFLAC, including short-term disability
- Employee recognition programs

The staffing structure for each LSSI-operated library system depends on the local needs. Each library system has an LSSI Library Director who is responsible for:

- Overseeing the work of the local staff;
- Coordinating with LSSI's management team to request resources;
- Working with the LSSI HR department to provide the necessary paperwork or electronic files for new hires, employee evaluations, benefits registration, etc.; and
- Developing a team of well-trained and cross-trained staff members who are able to accomplish all of the tasks required in a professional and enthusiastic manner.

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LSSI's staff members will also collect and report statistics on library use to both LSSI and the City. In addition to the Library Director, LSSI will designate a back-up person, who will be in charge and responsible for these tasks in the absence of the Library Director.

An indicator of the system-wide effects of LSSI's recruitment, training, and rewards (and sanctions) procedures is the longevity of staff in our libraries. As noted in the box, our turnover is far lower than that seen in the private sector nationally, and regionally in the West. Most notably, nearly 60 percent of the employees in the Riverside County Library System who began employment with us almost 16 years ago are still with LSSI today. This staff stability helps to improve the quality of services to patrons and saves money.

LSSI Employee Satisfaction = Low Employee Turnover

- LSSI offers its clients continuity and stability of library staff.
- US companies average 25-30% employee loss each year; LSSI experiences only 13%.
- US Bureau of Labor Statistics reports a 23-24% annual employee loss in the US West region.
- LSSI's West region sites in CA, OR, and TX experienced only 13% turnover.
- Over time, the differences grow: for 2000-2009, US companies averaged 24% employee loss annually, attrition that would mean a loss of 90% over ten years.
- Turnover at LSSI is much lower: after nearly 16 years of LSSI's operations, the Riverside County Library System has retained nearly 60% of its original staff.

4. Planning Specific to Moreno Valley

Moreno Valley is accustomed to, and expects, excellent library service. It will be LSSI's intention to maintain all existing programming and services while exploring what new services the community desires. LSSI's staff will reach out to other City departments and agencies as well as the corporate and nonprofit sectors in the area to develop working relationships with them. LSSI will consult with City leadership, the Library Commission, the Friends of the Library group and other Library stakeholders to define service priorities needing attention.

4.1 Collection Development

Collection development in the Moreno Valley Public Library will be a local process. Local staff supported by LSSI's team of collection-development experts will make selection decisions as to what belongs on the shelves. This support can take a number of forms, including analysis of the collection to ensure responsiveness to local needs; assistance with selection tools and techniques; streamlined, automated acquisitions processes for materials to reach customers quickly; and support for handling specialized materials. The local Library Director for Moreno Valley will approve all selections made by the library staff before those materials are purchased, as well as the discard list for items targeted for weeding. In addition, LSSI will weed the collection only as agreed to by the City and work with Moreno Valley Friends of the Library group, as is current practice, or whomever the City designates for processing discards.

Analysis of the current collection will include an assessment of items' ages, conditions, and adequacy to meet patron needs (as indicated by present circulation patterns and other usage data). LSSI will pinpoint areas of the collection that are outdated, obsolete, out of scope for community needs, and unused. It will also reveal areas that need to be further developed by the addition of new items. Using information gained through this review, LSSI will build a collection that is responsive to the needs of the community by being current, authoritative, and available in appropriate formats.

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LSSI's Collection Management Team will be available on an on-going basis to assist the local staff with routine tasks like order placement and tracking, and weeding of the collection. LSSI's Management Team will review the Collection Development Plan regularly to ensure that it continues to reflect community needs.

LSSI's economies of scale help libraries stretch their library materials budgets. LSSI currently spends more than $7.5 million annually on books and materials for the libraries we operate. Our combined purchasing power commands the highest available discounts on both materials and processing costs. The benefit to the City will be that each dollar spent on the collection will buy more books and materials with LSSI's discounts than it could otherwise purchase.

4.2 Integrated Library System (ILS)

There will be no change to the Integrated Library System at the Moreno Valley Public Library. The Moreno Valley Library is currently part of the Inland Library Network through Riverside County. LSSI operates the Polaris ILS for the Inland Library Network. However, under LSSI operations, the Moreno Valley Library will be able to take advantage of a variety of additional features of the automation system that have been designed to help libraries operated by LSSI simplify ordering procedures and reduce costs, specifically:

- **Electronic ordering and acquisitions system.** Moreno Valley library will be able to take advantage of the LSSI electronic acquisitions system, which allows libraries to place electronic orders and receive electronic invoices from all of the major library vendors, substantially reducing staff time and improving accuracy and fulfillment.

- **LSSI cataloging services.** Under LSSI operations, it will no longer be necessary for the Library to subscribe to expensive cataloging services because LSSI maintains a union database of most of the cataloging records that libraries need; records that cannot be found there can be requested directly from LSSI cataloging staff at no cost, resulting in substantial savings in both direct costs and staff time.

- **Electronic commerce.** All libraries operated by LSSI can take advantage of a web-based PCI-compliant e-commerce system that allows patrons to pay fines and fees or even make donations to the Library online. This is an optional service for those clients that want to use e-commerce systems.

- **Customized reporting and analysis.** LSSI support staff provides customized monthly, quarterly and annual reports for all libraries we operate to help library staff monitor how well their collections, services, and staff are performing, and how performance could be improved. In addition, LSSI staff will create special reports and analyses whenever necessary.

In short, even though the automated library system will remain the same under LSSI operations, the Moreno Valley Library will be able to take advantage of a variety of services that LSSI has built on that automation platform which the Library would not have had access to otherwise.

4.3 Hours of Operation

The Moreno Valley Public Library is currently open just five days per week for 53 hours as a result of recent reductions. LSSI proposes to operate the library seven days per week for a total of 66 hours as follows, subject to the approval of Moreno Valley City Council:

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Suggested Schedule of Operation Hours:

Monday thru Thursday:	9am – 8pm	Saturday:	9 am – 5pm
Friday:	9am – 6pm	Sunday:	12 pm – 5pm

4.4 Services and Programs

LSSI staff will review information about residents' needs and interests with the current program and service offerings in mind. In consultation with City leadership, LSSI will propose continuation, refinement, and/or augmentation of the Library's offerings, should there be interest. LSSI can work with City officials and nonprofit leadership to define joint activities. For example, in Collierville, Tennessee, LSSI's Library staff works jointly with AARP to offer safe driving seminars for senior citizens. Upon successful completion, senior citizens can receive a discount on auto insurance rates. In addition, AARP and the library staff partner to offer tax preparation assistance.

LSSI has a successful track record; our libraries provide programming—as appropriate to the community—for adults, teens, children, the underserved, senior citizens, daycare centers, and those in need of literacy and English-language instruction. For example, should City officials wish to augment the Library's programming for the area's Spanish-speaking population, they could examine the curriculum and attendance figures at LSSI's ESL programs. In Riverside County, LSSI's staff members offer an innovative Latino outreach program called, "***Leer Es Triunfar – Reading is Succeeding,***" that has brought thousands of new residents into the Library. (The ALA recognized this program in 2005, which awarded it the John Cotton Dana Award for Library Public Relations Campaigns.) LSSI and its staff members have also taken a lead role in the state of California in promoting Día de los Niños/Día de los Libros (Day of the Child/Day of the Book), an annual celebration of books and reading for all children with an emphasis on multicultural and bilingual children. LSSI's program was initially funded by a grant from the California State Library and was later a recipient of the Raúl and Estela Mora Award from Reforma.

The Palmdale Library was one of six libraries in the nation to receive a grant in 2013 from the Association of Library Services for Children (ALSC), a division of the American Library Association, to present a family Día de los Niños Family Book Grant. The resulting program, ¡Leamos Palmdale! (Let's Read Palmdale) will present four Family Book Club programs where adults and children will discuss themes of four different children's books and how they correspond to experiences in their families.

In the Camarillo Library, our staff has designed a highly interesting and engaging series of programs from cooking demonstrations to master gardener programs. Routinely, every program at the Camarillo Library is standing room only or wait-listed as the Library has developed a reputation for creative programming and events. The Camarillo Library partners with a variety of other educational institutions in the area to host an annual Camarillo Reads series focusing the community on reading a book. In 2012, Father Gregory Boyle, who authored a memoir about mainstreaming Los Angeles gang members to productive work, "Tattoos on the Heart," drew a crowd of more than 530 persons. This year's author, Novela Carpenter, whose book "Farm City" about urban farming in Oakland, drew several hundred people.

In addition to popular children's programming (pajama story times, wacky Wednesdays, lap-sit story times, and family interactive story times, etc.), LSSI's staff has designed programs that have successfully drawn more teens into our libraries. For example, in Finney County, Kansas, LSSI's Teen Advisory Board solicits on-going input from teens themselves about programs of interest and additional services needed. In Germantown, Tennessee, LSSI has begun an extensive anime program, very popular with young adults, that includes anime screenings, presentations and demonstrations by anime artists, and the establishment of an anime discussion group. Anime

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attracts a different segment of the teen population from those of more traditional library programs, and LSSI was successful at securing a grant to design and pilot this effort, which is now part of the Library's regular program offerings. Any ideas that have worked in our other settings could easily be offered for consideration to augment existing programming in Moreno Valley.

Children participate in sushi making program in Germantown, TN.

LSSI's staff members also work diligently to creatively attract and then sustain adult interest in a range of library offerings and programs. In Jackson County, Oregon we offer countywide reading programs, lecture series, writing groups, and readings by noted local poets and authors that attract adult participants.

Developing partnerships to build successful programming is a hallmark of LSSI's approach to creating vibrant activities in the library. In 2009, Cal Humanities, the California Council for the Humanities, selected Riverside County Libraries as its partner for an innovative program called "Making a Difference." This effort has encouraged the development of programs for civic engagement in the Library. This type of program has since become popular with the American Library Association and the Public Library Association in developing projects to encourage civic engagement in libraries. Riverside County's project drew the attention of the entire state of California and in 2010 two other library jurisdictions joined RCLS in this project. A feature article describing this project appeared in *Public Libraries* magazine in late 2012 ("Making a Difference: Civic Engagement at the Public Library," *Public Libraries* 51, n 4, 2012).

As noted above, LSSI has also designed and implemented programs specifically for senior citizens. In addition to the joint efforts with AARP, we often offer courses in beginning computer technology and other topics geared specifically toward older users. In Jackson County, Oregon, and Germantown, Tennessee, outreach staffs have established regular schedules for visits to area long-term care and assisted living facilities, as well as special mail services to the homebound.

This overview of possibilities for augmenting Moreno Valley's current offering of services and programming is cited to demonstrate LSSI's creativity and high energy level, both of which result in vibrant, active libraries responsive to the local reading and information needs of the community.

4.5 Performance Monitoring and Reporting

During the first year of operations, LSSI will begin a focused planning process intended to identify service needs and priorities for the Moreno Valley Library. From these discussions, LSSI will consult with all local Library stakeholders to define and prioritize immediate goals and objectives for the Library. In addition to providing a documented road map to the Library's future, this effort will also yield benchmarks for performance dimensions such as circulation volume, number of visits to the Library, program attendance, and availability of materials. The Library staff will track progress toward these goals through the use of statistics, and will focus on improving Library services and Library usage by the community on a continuing basis.

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Periodically, as deemed useful by the City, LSSI's staff and officials will revisit these indicators to keep them timely and relevant. LSSI will also review the Library's policies and procedures on an annual basis, and make recommendations to the City for any needed changes. In addition, LSSI will carefully, consistently, and accurately collect all core Library performance measures and use statistics required by the State Public Library Statistics, and will ensure that the data are submitted to the State Library in a timely fashion each year. Using those requirements as a minimum, however, we will also provide additional detailed information to the City as required for its deliberations.

4.6 Community Relations

LSSI will work with Moreno Valley's Friends of the Library group to enliven activities, as appropriate, and perhaps recruit additional members. In addition, we will seek guidance and collaboration with the Library Commission members regarding outreach and engagement of community groups.

LSSI's staff members actively solicit community input and build effective relationships with a variety of library stakeholders in our library communities. Our librarians routinely visit schools, senior citizen centers, local corporations, nonprofit organizations, and other government agencies to establish partnerships for programs and other resources to benefit all parties. Doing so has resulted in formal affiliations with groups such as local historical societies as well as the development of ad hoc or special-purpose working relationships for specific projects. Recent examples include joint efforts with the local gardening club in Collierville, Tennessee, when the traveling Smithsonian exhibit on the White House Gardens was installed at the Library for its month-long stay; the long-standing and now formal relationship with the Tennessee Genealogical Society (which resulted in LSSI operating the Germantown Regional History and Genealogy Center); and local affiliations which have also led to financial support for many of our libraries from merchants such as Target, Walmart, and Mervyns.

Staff in the Shasta Public Libraries in Redding, California, built a network of strategic partnerships to support its literacy program. These partners include the Rotary Clubs, Shasta College, the Redding Unified School District, Scripps Howard Foundation, and several other local businesses and non-profit groups. In Jackson County, Oregon, the Library has partnered with a group called LISTO to provide services for non-English language speakers, including bilingual computer classes. In Riverside County Library, our library staff has developed a partnership with the Workforce Investment Board to develop ways to use the County's Library branches to help connect job seekers and employers.

Robust community relations also stem from having an active volunteer group and finding creative ways to use volunteers in fulfilling assignments that enhance the Library's offerings. LSSI's staff routinely recruits, trains, motivates, and rewards volunteers working in libraries we operate to complement the efforts of paid library staff members. We look forward to working with Moreno Valley in this area.

These are just a few examples of LSSI's approach to community outreach. After consultation with public officials, the Library Commission and other local library stakeholders, we will draw on these and other experiences to design comprehensive outreach efforts appropriate to Moreno Valley.

4.7 Related Experience and References

LSSI's approach to operating a community's library is to establish and maintain a constructive, effective partnership, drawing on the strengths of each party. This partnership will allow the City of Moreno Valley to define local policies and service priorities based on the values and needs of its residents, while delegating the Library operations to LSSI's staff with its expertise in library leadership and technology. We are confident that

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you will learn as you check our references shown in the complete client list in Appendix 2, that LSSI's clients and their library customers have benefited greatly from this approach.

4.8 Administrative Decisions

Moreno Valley officials will continue to establish policies, guidelines and regulations for the library. As appropriate, LSSI will suggest policy changes for the City's consideration. After review of Moreno Valley Library's policies, LSSI will train all staff in their application and monitor adherence to those policies. In addition, all data and records related to these and other policy areas will be available at all times for review by Moreno Valley officials.

4.9 Other Facets of Your Partnership with LSSI

Fiscal Stability

LSSI was founded in 1981 and is a fiscally sound and stable company. We have a long history of banking with PNC Bank, and maintain a Line of Credit of $1.5M, although we have seldom needed to access it. LSSI's continued growth, financial reserves, and financial backing make it an excellent business partner for the City of Moreno Valley.

Alternative Revenue Sources

LSSI aggressively seeks supplemental revenue sources including grants, foundation funds, research funds, and property mitigation fees for our clients. Our library staff members in Riverside County, for example, have successfully written, received, and implemented more than $5M in grants and supplemental income to support literacy programs for adults and children, teen reading programs, tutoring, and outreach programs for Latino residents. Additional grants have been awarded to other LSSI libraries to support new library construction, collection development, marketing and outreach.

LSSI brings extensive experience in grant writing and implementation to our libraries, and we will continue to work with the State Library of California as well as with Federal and other sources to win grant funding for programs and resources of interest to Moreno Valley. Other avenues we will explore on your behalf include:

- Corporate and organizational sponsorships to augment Library resources and programming
- Annual Fund Drives for the Library, along with planned giving and earned income programs
- Book-based donation programs

LSSI also handles the federal E-Rate applications and submissions for most of the public libraries we operate. We submit all required paperwork as quickly as possible to ensure prompt reimbursement for the communities we serve.

5. Pricing

In preparing this proposal, LSSI has analyzed the information provided to us regarding the Moreno Valley Public Library's current staffing, operations, and line item budget for FY 2012/13. To briefly summarize the FY 2012/13 budget, the total amount currently budgeted for the Library is $2,045,041. Subtracting Internal Transfers, which total $515,200, the total 'controllable' portion of the FY 2012/13 budget is $1,529,841, which LSSI has used as

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the Baseline Budget for comparison purposes. Of that amount, $1,343,391 (88%) is budgeted for Personnel; $64,350 (4%) for database subscriptions and books & materials; and the remainder, $122,100, for Other Direct Operating Expenditures.

LSSI's efficiencies developed through operating 78 community libraries across the nation and the economies of scale our size provides will allow LSSI to reduce controllable (i.e., excluding Internal Transfers) operational costs for the Library by $250,000 in the first year of operations, while increasing the hours of operation for the Library from 53 to 66 hours per week, a 25 percent increase, and increasing the budget for books and materials by 200 percent. The table below shows our price and projected savings for the next five years.

	CY1	CY2	CY3	CY4	CY5	Total
Baseline Budget	**$1,529,841**	**$1,568,087**	**$1,607,289**	**$1,647,471**	**$1,688,658**	**$8,041,346**
Library Operations	$1,086,840	$1,114,011	$1,141,861	$1,170,408	$1,199,668	$5,712,788
Library Materials	$193,000	$193,000	$193,000	$193,000	$193,000	$965,000
Total LSSI Price	**$1,279,840**	**$1,307,011**	**$1,334,861**	**$1,363,408**	**$1,392,668**	**$6,677,788**
Annual Savings	$250,001	$261,076	$272,428	$284,063	$295,990	$1,363,558

Assumptions:

- Baseline budget excludes $515,200 in internal transfers.
- Library Operations costs are escalated annually at 2.5%, except for Library Materials.
- The Library will be open to the public 7 days per week for 66 hours.
- Proposed budget for Library Materials is 200% higher than Baseline Budget.
- The actual budget for Library Materials will be assessed and approved annually by the City Council.
- LSSI will invoice 1/12th of the annual price for Library Operations per month.
- Library expenses budgeted for Library Materials will be billed monthly as incurred.
- The Library Materials budget includes a 5% Material Handling Fee.
- All fines & fees determined solely by the City and collected by the Library, will be remitted to the City.
- Any donations to the Library will be remitted directly to the City.
- The City will continue to maintain the Library facility and grounds; provide I.T. support for Library computers and equipment; provide janitorial and security services for the Library.
- The City will continue to be responsible for all capital improvements and expenditures for the Library.
- The City will continue to provide insurance coverage for the facility.
- The City will continue to provide utility services to the Library.
- The above pricing scenarios are valid until July 31, 2013.

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APPENDIX 1. General Transition Plan

AFTER CONTRACT AWARD

- Meet with interested incumbent Library staff members
  - Introduce LSSI
  - Explain LSSI's hiring process
  - Answer questions
- Advertise in local media for applicants for open library positions
- Hold meetings to follow on the earlier outreach effort with:
  - Moreno Valley's City Manager and staff
  - City Council members, committees, staff
  - Other relevant City offices identified by City leadership
  - Library Commission members
  - Friends of the Library
  - Library volunteers
  - Other Library stakeholders and interested parties
  - Community business and civic leaders
- Define the Library staffing configuration if – based on discussion with the City –it needs to be modified
- Staff the Library:
  - Interview interested incumbent Library staff members
  - Make job offers as appropriate
  - Interview and hire new applicants for any remaining open positions
- Schedule and hold LSSI staff orientation session for all employees, both incumbent and new Library staff members:
  - Review LSSI benefits package
  - Discuss performance expectations and performance reviews
  - Discuss transition from public to private employment
  - Answer questions
- Perform an overall assessment of the Library in consultation with the City:
  - Examine the current facility
  - Review existing Library policies
  - Analyze Library operations
  - Evaluate existing programming and identify ways it could be enhanced
  - Review collection and collection development procedures
  - Identify immediate and long-term service to upgrades of interest to Moreno Valley
- Further refine the Transition Plan as needed, to incorporate additional services
- Establish formats and timelines for required periodic financial and performance reports

AT CONTRACT START

- Open the Library on the schedule agreed upon in the contract
- Begin appropriate staff training
- Begin new hours in agreement with the City
- Implement plans for circulation, planning, performance monitoring, budgeting, furnishings, equipment, services, programs, and community outreach
- Compile and submit sample monthly and annual performance reports

FUTURE TRANSITION PHASES AND ESTIMATED TIMELINES

- Assess progress according to established milestones
- Consult with designated City representatives, community groups, and Library staff members regarding needed refinements
- Revise plans for upcoming contract periods

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APPENDIX 2. Current LSSI Clients

Client	Contact Person	Telephone
Arlington, TN	Russell Wiseman, Mayor	(901) 867-2620
	Ed Haley, Town Superintendent	(901) 829-5600
Camarillo, CA	Bruce Feng, City Manager	(805) 388-5309
	Rich Petropulos, Director of General Services	(805) 383-5679
Collegedale, TN	Ted Rogers, City Manager	(423) 468-1864
Collierville, TN	James Lewellen, City Administrator	(901) 457-2200
Farmers Branch, TX	Rachel Johnson, Asst. to the City Manager	(972) 919-2515
Finney County, KS	Darla Daniels, Chair, Board of Library Trustees	(620)260-6250
Germantown, TN	Sharon Goldsworthy, Mayor	(901) 757-7252
Jackson County, OR	Danny Jordan, County Administrator	(541) 774-6003
	Lisa White, Business & Support Services Manager	(541) 774-6402
Leander, TX	Stephen A. Bosak, Dir. of Comm. Srvs.	(512) 528-9909
Millington, TN	Terry Jones, Mayor	(901) 872-6252
Moorpark, CA	John Brand, Senior Management Analyst	(805) 517-6248
	Jennifer Mellon, Former Sr. Mgmt Analyst	(805) 517-6247
Osceola County, FL	Don Fisher, County Manager	(407) 742-2385
	David Barnett, Special Projects Manager	(407) 742-8800
Palmdale, CA	David Child, City Manager	(661) 267-5101
Red Oak, TX	Todd Fuller, City Manager	(972) 617-6831
Riverside County, CA	Rob Field, Executive Director of EDA	(951) 955-4860
San Juan, TX	J.J. Rodriguez, Deputy City Manager	(956) 702-6420
Santa Clarita, CA	Darren Hernandez, Deputy City Manager	(661) 255-4925
Shasta County, CA	Kurt Starman, City Manager	(530) 225-4060
	Peggy O'Lea, Library Foundation Director & Library Advisory Council Chair	(530) 246-0146
Simi Valley, CA	Samantha Argabrite, Asst. to the City Manager	(805) 583-6707

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APPENDIX 3. LSSI's Standard Library and Administrative Services Agreement

LIBRARY ADMINISTRATION AND OPERATIONS AGREEMENT

This Agreement is made as of _____, 201_ between:

LIBRARY SYSTEMS & SERVICES, LLC, a Maryland limited liability company with a mailing address at 12850 Middlebrook Road, Suite 400, Germantown, Maryland 20874 ("LSSI"); and _____ _____, with a mailing address at _____, ("Customer"). LSSI and Customer are each sometimes referred to herein as a "Party" and collectively, the "Parties".

The Parties agree as follows:

1. ***Services and Goods.***

(a) Services. During the term of this Agreement, LSSI will provide the labor and administrative services described on Schedule A (collectively, "Services").

(b) Provision of Goods. LSSI may purchase goods for use in the management and operation of the Library (as defined below). At LSSI's sole discretion, LSSI may select sources of goods. Title to all items purchased by LSSI shall at all times reside in Customer. If LSSI furnishes any goods to Customer, LSSI will use good faith efforts to extend the manufacturer's warranty, if any, to Customer.

2. ***Term and Termination.***

(a) Term. This Agreement shall commence on _____, 201_ ("Effective Date"), and continues in force until _____, 201_ ("Expiration Date"), unless sooner terminated in accordance with this Section 2.

(b) Termination for Convenience. Either Party may terminate this Agreement after twelve (12) calendar months from the Effective Date with or without cause by giving the other Party six (6) calendar months written notice of termination prior to the end of Customer's fiscal year which ends in the month of _____.

(c) Termination for Default. If either Party breaches any material provision of this Agreement and fails to correct the breach within thirty (30) days after receiving written notice specifying the breach (or, if the breach cannot be corrected within thirty (30) days, fails to progress diligently towards correction), then the other Party may terminate this Agreement by giving written notice to the breaching Party, except that LSSI shall have the right to terminate this Agreement if Customer fails to pay any amount due LSSI and such failure continues for ten (10) days after written notice thereof.

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(d) Renewal. Subject to the termination provisions in accordance with this Section 2, this Agreement shall automatically renew and the Expiration Date extended for successive renewal periods equal in duration to the original term of this Agreement, unless written notice of intent to not renew is given by a Party at least six (6) calendar months prior to the Expiration Date.

3. ***Price and Payment.***

(a) Price. LSSI shall perform the Services for the Charges (exclusive of any current or future taxes) set forth in Section E of Schedule A.

(b) Payments. LSSI shall invoice Customer prior to each month's service for the monthly amount set forth in Section E of Schedule A. Invoices shall be paid by bank wire transfer or Automated Clearing House (ACH) direct debit to a bank account designated by LSSI on or before the fifth (5th) day of such month (the "Due Date") and shall bear interest at the rate of one and one quarter percent (1¼%) per month if not paid in full by the Due Date. If LSSI has not received payment by the Due Date, it may suspend performance contemplated under this Agreement until full payment has been received. LSSI shall add to its invoices any current or future taxes (other than LSSI's income tax) payable by LSSI on account of this Agreement, the Services, or Customer's payments hereunder, except to the extent Customer furnishes in advance a valid certificate of exemption from such taxes.

4. ***Insurance.***

(a) Insurance. During the term of this Agreement, LSSI shall maintain in force at its own expense commercial general liability insurance coverage of at least one million dollars ($1,000,000) each occurrence and two million dollars ($2,000,000) annual aggregate. LSSI also shall maintain workers compensation insurance providing the statutory benefits required by law.

(b) Property Insurance. Customer will keep its buildings and their contents insured against loss, cost, damage or expense resulting from fire, explosion or any other casualty in an amount equal to the full replacement cost thereof ("Casualty Insurance"). If any loss, cost, damage or expense resulting from fire, explosion, or any other casualty or occurrence is incurred by Customer in connection with its buildings or their contents, then Customer hereby releases LSSI, its owners, officers, employees, agents and volunteers from any liability it may have on account of such loss, cost, damage or expense to the extent of any amount receivable by reason of such Casualty Insurance, and waives any right of subrogation which might otherwise have existed or accrued to any person on account thereof.

5. ***Information, Intellectual Property and Employees.***

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(a) Information. In the performance of this Agreement, LSSI may be exposed to information regarding the identity of Customer's patrons, Customer may be exposed to information regarding LSSI's proprietary library management techniques, and either Party may be exposed to other information designated in writing by the disclosing Party as confidential (collectively, "Confidential Information"). Each Party shall: (1) use the same care to protect the other Party's Confidential Information from disclosure that such Party uses to protect its own information of like importance; (2) limit duplication of Confidential Information to the extent needed to perform this Agreement; and (3) disclose Confidential Information only to employees having a need to know in connection with performance of this Agreement, and who are informed of the contents of this provision prior to disclosure. This provision shall survive termination or expiration of this Agreement; and, on such termination or expiration, each Party shall return all Confidential Information, including all copies, to the owner of such information and, if requested, shall certify in writing that all such information has been returned. Because the damage resulting from a breach of this provision would be difficult or impossible to quantify and remedy at law, in case of such breach, or the threat of such breach, the Party whose Confidential Information is threatened to be disclosed shall be entitled to injunctive or other equitable relief.

(b) Intellectual Property. Nothing in this Agreement confers any license or right to use any trademark, service mark, copyright or other intellectual property right, whether now owned or hereafter developed, of either Party.

(c) Employees. Customer shall not actively solicit for hire or hire any employee of LSSI during the term of this Agreement or for a period of six (6) months after termination or expiration of this Agreement, unless such employee previously was an employee of Customer.

6. ***Customer's Obligations.***

(a) Facilities, etc. Customer shall make available to LSSI without charge, solely for LSSI's use in performing the Services, all properties, facilities, equipment, collections, supplies, records, files and data used or useful in the operation of the Library that are in Customer's possession, custody or control as of the date hereof. Customer reserves all ownership rights in such properties and LSSI shall return such properties to Customer, ordinary wear and tear excepted, at the termination or expiration of this Agreement.

Customer is responsible for the structure, improvements, maintenance, janitorial services and janitorial supplies, repairs and property insurance at the Library building (except for damage caused by LSSI). This includes the interior and exterior of the structure, all restrooms, electrical, building systems, and the heating and air conditioning system. LSSI shall work with LSSI Staff and City to ensure effective building maintenance by promptly identifying and reporting problems with the facilities.

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Customer is responsible for maintaining the entire Library site, including landscaping and grounds maintenance.

(b) *Security*. Customer is responsible for providing security services for the Library and surrounding area.

(c) *Utilities*. Customer is responsible for payment of utilities at the library facilities, including electricity, gas, water, waste disposal and recycling, telecommunications and Internet access.

(d) *Policies*. Customer shall be responsible for setting all policies that govern the operations of the Library.

(e) *Revenue Generating Opportunities*. Customer shall make available to LSSI without charge adequate space in the Library to develop and implement new revenue generating services, such as services to the business community, retail sales (books, gifts, refreshments, etc.) and other fee based services, to benefit the community, Customer and LSSI ("Additional Services"). Customer will use its best efforts to assist LSSI in the promotion and implementation of these Additional Services. Customer shall have the final approval of all Additional Services, with such approval to not be unreasonably withheld, conditioned or delayed. Unless otherwise approved by Customer, the provision of these Additional Services shall not in any way substantially reduce the space or Library services provided prior to the implementation of these Additional Services.

7. ***Excluded Services.***

Notwithstanding any other provision of this Agreement to the contrary, the Services shall not include, LSSI shall have no responsibility for and Customer shall be fully responsible for the following:

(a) Any goods or services, including payroll, that were rendered to Customer prior to the Effective Date.

(b) Unfair labor practices, grievances, or any claims or litigation whatsoever arising out of the hiring and/or firing, layoff, subcontracting, assignment, reassignment or discipline of any Library staff not employed by LSSI at the time of the relevant incident.

(c) Any worker's compensation or other claims arising from injuries sustained prior to the Effective Date by any Library staff not employed by LSSI at the time of such injuries.

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(d) Any costs of any current or future employee benefits, including payroll taxes, retirement benefits, voluntary retirement incentives, pension contributions, employee buyouts or other similar programs adopted by Customer.

8. Conflict of Interest.

LSSI shall not, directly or indirectly, acquire any interest which will conflict in any manner or degree with the performance of its services hereunder. In this connection, LSSI, its employees and consultants shall make no political contributions to any political campaign or initiative affecting the Customer, nor should the customer make such a request of LSSI to do so.

9. Notices

Any notice regarding the performance of services under this contract shall be considered delivered using regular U.S. mail services, email, or fax to the attention of the parties listed below:

[Customer Name]	LSSI
	Ronald A. Dubberly, CEO 12850 Middlebrook Road, Suite 400 Germantown, MD 20874 Email: Ron.Dubberly@lssi.com Fax: 301-540-5522

10. Miscellaneous.

(a) Independent Contractors. The relationship of the parties is that of independent contractors, and no partnership, joint venture, agency, employment, or other relationship is intended.

(b) Assignment. Neither Party may assign this Agreement to a third party not affiliated with such Party without the prior written consent of the other Party, except that LSSI may subcontract or delegate portions of the Services; provided, however, that in no case shall Customer be liable to any party other than LSSI, or for any amount in excess of the price specified on Schedule A, plus any additional charges permitted hereunder.

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(c) Warranty. LSSI warrants that it will perform the Services with at least the care, diligence and expertise generally accepted in the library service industry. **There are no other warranties, express or implied, including warranties of merchantability or fitness for a particular purpose.**

(d) Limitation of Liability. In no case shall either Party be liable for any damages, losses, costs or expenses under or in connection with this Agreement, whether for breach of contract, tort or otherwise in excess of an amount equal to the lesser of (i) the actual damages suffered by the aggrieved Party, or (ii) the Charges for the twelve (12) month period (as shown in Schedule A, as it may be amended) in which such damages allegedly incurred. In no case shall either Party be liable for any punitive, exemplary, incidental, consequential, or special damages arising out of or in connection with this Agreement.

(e) Force Majeure. LSSI shall not be liable for any failure or delay in performance of this Agreement due to causes beyond its control, including, but not limited to, strike, war or civil disturbance, weather emergency, or general failure of any necessary supply, service or utility.

(f) Customer's Representation. Customer represents and warrants that it has all necessary legal authority to enter into and perform this Agreement and that the person executing this Agreement on its behalf is legally authorized to do so.

(g) Notices. Notices required or permitted under this Agreement shall be effective upon the third (3rd) business day after deposit in First Class mail, or the next business day after deposit with a recognized overnight courier, or upon receipt if e-mailed or faxed to the respective e-mail addresses or fax numbers, if addressed to the parties' respective addresses and marked to the attention shown on the first page of this Agreement.

(h) Law and Enforceability. This Agreement shall be governed by and construed in accordance with the laws of the State of _____. If any provision of this Agreement is conclusively determined to be illegal, invalid or unenforceable, then such provision shall be severed, and the remaining provisions of this Agreement shall be so construed to carry out, as nearly as legally permitted, the intentions of the parties.

(i) Survival. The provisions of Sections 5 and 8 shall survive any termination or expiration of this Agreement.

(j) Entire Agreement. This Agreement contains the entire understanding of the parties on the subject matter hereof and supersedes all prior statements and agreements on that subject. No failure or delay by either Party in enforcing any provision of this Agreement shall operate as a waiver. This Agreement may be modified or waived only in writing signed by the Party against whom such modification or waiver is sought to be enforced.

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Intending to be legally bound, the parties have caused this Agreement to be executed by their duly authorized representatives.

_____	LIBRARY SYSTEMS & SERVICES, LLC
By: _____	By: _____
Name: _____	Ronald A. Dubberly
Title: _____	CEO

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Schedule A

Agreement for Library Administration and Operations

A. Statement of Work

LSSI will administer the operations of Customer's library facilities (collectively, "Library"), including the accounting for, purchase of and payment for payroll services and goods and services from vendors for budgeted supplies, other direct operating expenditures, Library Materials (as defined below) and Capital Items (as defined below) sufficient to operate the Library in accordance with the policies and guidelines approved by Customer.

LSSI shall provide, by and through its own employees or independent contractors ("LSSI Staff") any labor LSSI deems necessary for the operation of the Library. The cost of the LSSI Staff shall be paid by LSSI and is included in the Operating Budget (as defined below). LSSI shall have the sole and absolute right to hire and/or terminate the employment of the LSSI Staff from time to time to perform work under this Agreement. LSSI will provide the appropriate staffing levels to keep the Library open to the public for ___hours per week.

In addition, LSSI will develop a long-range plan for Customer in cooperation with Customer, elected and appointed local officials, other community stakeholders and the LSSI Staff ("Plan"). Using current professional standards and practice, the Plan will identify challenges and opportunities for the LSSI Staff and corresponding strategic responses, including specific goals and measurable objectives.

This Plan, when approved by Customer, will help govern the direction and focus of the LSSI Staff in fulfillment of their mission of providing effective and efficient Library service to meet the personal, professional and lifelong learning needs of the patrons served by the Library.

B. Scope of Work

1. Governance – Develop and maintain effective working relationships with local staff, elected officials, Library Board members, other appointed officials and community groups such as the Friends of the Library.

2. Fiscal Responsibility:

    a. Develop and maintain effective and efficient financial procedures.

    b. Review all aspects of Library operation and service for efficiency and cost-effectiveness, while making changes as appropriate.

    c. Lead preparation of annual operating and capital budget requests.

    d. Continue to seek innovative means of adding value for Customer at little or no additional cost, including completing grant applications.

3. Reporting:

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a. Prepare and provide regular reports to Customer, describing Library activities and recommending changes in policies and operations as necessary and appropriate.

b. Prepare and provide timely statistical reports to the Customer on Library activities.

4. Staff Development and Coaching:

a. Support the professional development of all LSSI Staff.

b. Provide leadership and guidance to maximize LSSI Staff effectiveness in Library operations.

5. Public Services:

a. Provide prompt, friendly and accurate assistance in the use of the Library.

b. Provide prompt and accurate circulation information and reference services.

c. Provide requested materials promptly.

6. Collections – Provide high quality materials on a wide variety of subjects in varied formats for the community, according to established collection development plans.

7. Programming – Provide high quality, effective programs of interest to all major demographic groups in the community.

8. Information Technology – Develop and implement short and long range plans to procure, install and support sufficient hardware, software, network, telecommunications and other resources necessary to support the Library's mission.

9. Marketing – Effectively disseminate information and promote use of the Library, resources and services.

10. Facilities – Work with LSSI Staff and local officials to ensure effective building maintenance by promptly identifying and reporting problems with the physical plant.

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C. Library Materials and Materials Handling Fee

On behalf and for the benefit of Customer, LSSI will negotiate favorable discounts and prices from Library suppliers for the purchase of all Library materials, which shall include, but not be limited to, books, periodicals, newspapers, microfilms, e-books and other electronic publications, electronic database subscriptions, standing orders, audio and video materials and cases, automated reference services, binding, cataloging and processing costs and the Materials Handling Fee (as defined below) (collectively, "Library Materials"). The responsibility for Library collection development policies will remain with Customer, and all Library Materials selections will be the responsibility of LSSI. LSSI will place orders with the suppliers and perform the accounting functions related to those orders, including prompt payment of the invoices. In accounting for the cost of the Library Materials, LSSI shall include a fee of seven and one-half percent (7.5%) of the cost of the Library Materials ordered ("Materials Handling Fee").

D. Excluded Costs

Customer shall be responsible for the following:

(a) Any costs, expenses, damages or losses occurring prior to the Effective Date.

(b) Any Capital Items, which shall mean any capital acquisitions, improvements or replacements of any of the properties, facilities, equipment, furniture, furnishings, fixtures or leasehold improvements of the Library, except that such Capital Items proposed by LSSI for its benefit shall be approved by Customer and paid for by LSSI.

(c) Any amount of costs for unbudgeted repairs, maintenance and/or upkeep of Capital Items owned by Customer.

(d) Any increases in the cost of any state or federal tariff items over the rate for such items prevailing as of the date of execution of this Agreement.

E. Operating Budget and Charges

Period	Charges ("Operating Budget")		Minimum Library Materials*
	Period	Monthly	
July 1 – June 30			

* Total cost of Library Materials is included in the Operating Budget and shall include the Materials Handling Fee.

The Operating Budget is contingent on other existing contractual terms, obligations and responsibilities remaining the same except as expressly noted herein.

Prior to three (3) months before the end of the last Period to which the amount of Charges have been agreed upon, the Parties shall begin to negotiate in good faith the amount of Charges that will apply to the next Period. If the Parties have not reached such agreement thirty (30) days before the end of such Period, then the new charge shall be equal to the Charge for the last month of such Period multiplied by twelve (12) or the number of Remaining Months, whichever is less, plus the percentage increase in the Employment Cost Index (ECI) in the

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immediately preceding twelve (12) months for the census region of the country in which the Library is located, or 2.5%, whichever is greater.

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LIBRARY STAFF SERVICE PROPOSAL

This document demonstrates why it is in the City's best interest to retain Library Services as an in-house operation during FY 13/14.

May 30, 2013

Alternative to Outsourcing

Library Staff Service Proposal

Alternative to Outsourcing

May 30, 2013

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Executive Summary

Introduction

The Moreno Valley City Council has directed that the FY 13/14 budget be balanced without using reserves. The outsourcing of Library Services is being explored as one way of helping to close the budget deficit. The purpose of this document is to demonstrate why it is in the City's best interest to retain Library Services as an in-house operation during FY 13/14.

Cost to the City of Outsourcing

Should the City contract with Library Systems and Services, Inc. ("LSSI") to provide day-to-day operations of the public library, all Library Services Division staff would cease to be employees of the City. This would necessitate a buyout of all annual leave, grandfathered sick leave, and other accruals. As currently constituted, this amount is calculated to be in excess of $240,000. There could be additional employer costs involved, such as those for Medicare, unemployment compensation for those not hired by LSSI, etc.

The expenditure amount associated with this buyout not only nullifies the targeted savings figure of $200,000, but would force additional General Fund outlay, even when taking into account the contribution to PERS for FY 13/14, should Library Services remain in-house.

Customer Service Impacts

It is often stated that the primary way LSSI operates at a lower cost point than public sector libraries is by not contributing to public pensions. While this is true, there are additional "cost efficiencies" that are commonly used to achieve savings, such as employing fewer overall staff, employing fewer professional-level staff, having some staff work out of class, and having fewer staff working at any given time, all of which have a negative customer service impact, especially in such a busy library as Moreno Valley.

Restoring Public Service Hours on Fridays

The Mayor supports a five per cent furlough reduction for City staff and has outlined several solutions for covering the cost of this plan. In implementing this furlough reduction, library staff will be able to increase public service hours and are currently designing a staffing plan for opening the library on Fridays.

General Fund Subsidy and Revision of Internal Service Funds

This document will clarify the percentage of funds needed to support the library. The City's Chief Financial Officer has also indicated that the current method of allocating Internal Service Funds will be explored for possible further efficiencies. This could result in a lesser impact on the Library Services budget, but time is needed for further study and analysis.

Pending Litigation

The Court of Appeals issued an injunction against the City of Costa Mesa barring outsourcing of library services, pending a trial date of January 2014. Library staff recommend proceeding cautiously and awaiting a legal decision in this case before implementing outsourcing.

Summary and Recommendation

No savings could be realized in FY 13/14 by outsourcing the library; in fact, it would cost the City additional dollars to do so. When also considering the negative customer service impacts of LSSI's anticipated typical staffing plan, the furlough reduction being offered to all other City staff (which provides the opportunity of additional public service hours), the potential for internal service fund re-allocations, and the outcome of pending litigation expected during this fiscal year, it is recommended that Council direct that Library Services remain in-house for FY 13/14.

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Cost to the City of Outsourcing

Background

In the Fall of 2011, City management staff met with a representative from Library Systems & Services, Inc. (LSSI) and discussed the possibility of providing private sector day-to-day operations of the Moreno Valley Public Library. It was determined at that time that savings were negligible and not expedient to pursue.

In March 2013, City management staff informed Library staff that the outsourcing of Library Services was being considered as a cost-cutting measure to help address the City's budget deficit, and that LSSI would be asked to submit a formal proposal to provide these services. In April 2013, City management staff reviewed Administrative Policy 2.25 (Privatization), which indicates that a work unit at risk of being displaced from their jobs may submit an alternative proposal to that of the private company. Library staff were given until May 30, 2013 to submit an alternative proposal.

At the April 30, 2013 Special Study Session of the City Council, City management staff presented a feasibility review regarding the outsourcing of library services. Council directed that library staff submit an alternative proposal.

Library operations are funded through two principal sources: Zone L revenues (a portion of property taxes dedicated to the library) and a subsidy from the General Fund. Staff reports and recent presentations to Council have identified a desired savings target of $200,000 from the General Fund subsidy to the library, to help address the citywide budget deficit of $8.3 million.

Leave Buyouts of Staff

If the City should negotiate a contract with LSSI to provide day-to-day operations of the public library, all Library Services Division staff would cease to be employees of the City. This would be considered a layoff and would necessitate a buyout of all annual leave, grandfathered sick leave, and other accruals for each career member of Library staff. As currently constituted, this amount is calculated to be in excess of **$240,000.**[1]

There could be additional employer costs involved, such as for Medicare and for unemployment compensation for those not hired by the contractor (Note: Library staff are not guaranteed positions with the private company and would need to submit employment applications and successfully complete the interview process in order to continue working at Moreno Valley Public Library.).

The incurred cost to the City of this buyout would not only nullify the targeted savings of $200,000, it would actually increase the outlay needed from the General Fund, even when taking into account the PERS contribution for FY 13/14, should library services remain in-house. Thus, no savings could be realized in FY 13/14 by outsourcing the library; in fact, it's clear that it would cost the City additional dollars to do so.

Increasing Cost of Contract

While staff would expect the first year of an outsourcing contract to illustrate savings to the City, we would also anticipate that cost increases are built in for each coming year, resulting in a less appealing multi-year scenario for the City. As reported in *SouthCoast Today:*

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> "...In his research, Dr. Ward discovered that in the LSSI-run Riverside, California library system, the library's budget rose 18% from FY 1997-98 to FY 2001-02. Meanwhile services such as circulation decreased significantly, and the unit cost for service delivery increased by 58%."[2]
>
> "In at least one community (Fargo, ND), LSSI fees were substantially increased after the initial contract."[3]

It would also be necessary for City management staff to actively oversee the administration and monitoring of such a contract and to devise a system for ensuring that all service goals are being met on an ongoing basis.

Projected vs. Actual Savings

Numerous examples have been found throughout the library industry illustrating that actual budget savings from outsourcing have been less than what was projected and expected. In the interest of brevity, only a few have been included here.

As recently reported in the *Daily Commercial* (FL) newspaper:

> "The Osceola County [FL] Commission recently privatized its library services... Lake County Manager David Heath said Osceola officials have seen some savings, but not as much as they thought they were going to get."[4]
>
> "[Osceola] County officials initially anticipated an estimated cost savings of $2.5 million per year, only to tell the library board August 31 that LSSI had projected a more modest savings of $800,000 for the first year, totaling $4 million in savings over the length of a five-year contract instead of the county's expectation of $13.1 million saved overall, *Sentinel* reported. At the commission's request, County Manager Don Fisher asked LSSI to find more cost efficiencies; the firm responded with a proposal to cut the six-library system's operating hours from 72 hours per week to 42 in order to achieve an annual budget reduction of $1.9-million, the newspaper reported September 29."[5]

Writer Peter M. Gunn reported this past year:

> "The stickier wicket with regards to LSSI then is that, by its own admission through its business model, it doesn't actually save city/county governments any money. LSSI takes the money it's been budgeted, and then makes its cuts at will, and does whatever it wants with any money left over. Effective budget cuts is how LSSI gets its scrilla in the library game, and while it is the profit motive that allows LSSI to make cuts that can free up resources for better service, that same profit motive exhibits continuing downward pressure on library systems to not use all of the budget for ways to benefit the public. What does LSSI do with the extra money when it comes in under budget? Since LSSI is a private company, it's not obligated to tell anyone, even the taxpayers that are funding them."[6]

Author Jane Jerrard, who wrote a book for the American Library Association about the outsourcing of library services, stated, with regard to savings and earnings: "It's a closely-guarded secret." Jerrard compared privatized libraries with similar publicly run facilities in the

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same state, looking at how library visits, materials held and circulation changed after LSSI took over. In one example, Kansas's Finney County library system saw a 29 percent drop in the materials held between 2003 (when LSSI took over) and 2009. The number of visits rose just half a percent. At the same time, a similarly-sized public library in Hutchinson County saw visits jump by 100 percent.[7]

And from the City of Oceanside, CA:

> "In memos sent to the City Council in January, [Oceanside] City Manager Peter Weiss said private company Library Services and Systems Inc., or LSSI, estimated it could save the city $300,000 to $400,000 annually...
>
> "[Oceanside City Councilman Jack] Feller said the projected savings would be a significant amount, but he was not convinced the projections would become a reality and did not consider the outsourcing of library services to be worth looking into."[8]

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Customer Service Impacts

Overview of Moreno Valley Public Library

Moreno Valley Public Library is a member of the Inland Library Network, a consortium of six library systems and 85 branch libraries throughout the Inland Empire. Our membership in this network provides benefits to the public by the cooperative sharing of resources and materials among member libraries through an established delivery system. Circulation software and support is contracted through Riverside County. The library has established long-standing relationships with the largest book jobbers in the library industry, who provide us significant discounts on the purchasing of books and other materials for our collection.

The following is a synopsis of the many materials and resources available at Moreno Valley Public Library:

- Print fiction and non-fiction for children through adults, along with reference works, graphic novels, career test books, adult literacy materials and more;
- Electronic databases covering a wide variety of consumer needs;
- Downloadable E-books, audiobooks, downloadable audiobooks, music CDs, DVDs, Playaway self-playing recorded books, games for various computer gaming systems, and more;
- Unlimited Wi-Fi access;
- Public computer lab;
- Print and electronic newspapers, magazines and other periodicals;
- Foreign language materials;
- Microfilm reader/printer;
- Library website, Facebook page, Twitter account, and monthly e-newsletter; and
- Early literacy and learning computer games for children to use on-site.

The library also offers pre-school story times 4 mornings per week (including a bilingual session), a Pajama Storytime on Thursday evenings, and various reading programs and special events throughout the year, such as puppet shows and the annual Summer Reading Program.

Staffing

Current staffing consists of 23 full- and part-time staff, or 17 FTEs (full-time equivalents). Nineteen of the 20 career employees have worked at the library for longer than five years, and all are sworn Disaster Service Workers for the City, to respond in the event of an emergency.

Importance of Customer Service

The Facilities Master Plan completed in 2009 covers the City's assessed library needs for years 2010-2035. It includes the results of a telephone survey of Moreno Valley residents, regarding what they considered the most important library services. Respondents included library users and non-users. For both groups, 'Excellent Customer Service' and 'Staff Assistance' ranked even higher than 'Availability of Books.' This section states:

> "It is important that the City of Moreno Valley and its Library know what library services are most important to people who reside and pay taxes in Moreno Valley. The information…reflects services that are most important to both current library users and to those persons who don't use the library but are likely to if these services were made available."[9]

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Usage of Moreno Valley Public Library

Moreno Valley Public Library is consistently one of the busiest libraries in the Inland Empire Network. Key indicators include the following numbers for FY 2010/2011, the most current year published:[10]

MORENO VALLEY LIBRARY FY 2010/2011	
Visitors to the library	274,150
Average visitors per day	1,105
Average visitors per hour	104
New library cards issued	8,177
Average library cards per month	681
Reference questions answered	122,416
Computer lab sessions	47,416
Book donations	68,719
Volunteer hours	4,254
Total circulations	392,856

The following chart compares Moreno Valley's population served by FTE (full-time equivalent) staff with those of nearby cities. Moreno Valley clearly serves significantly more people per staff member than these nearby communities.[11]

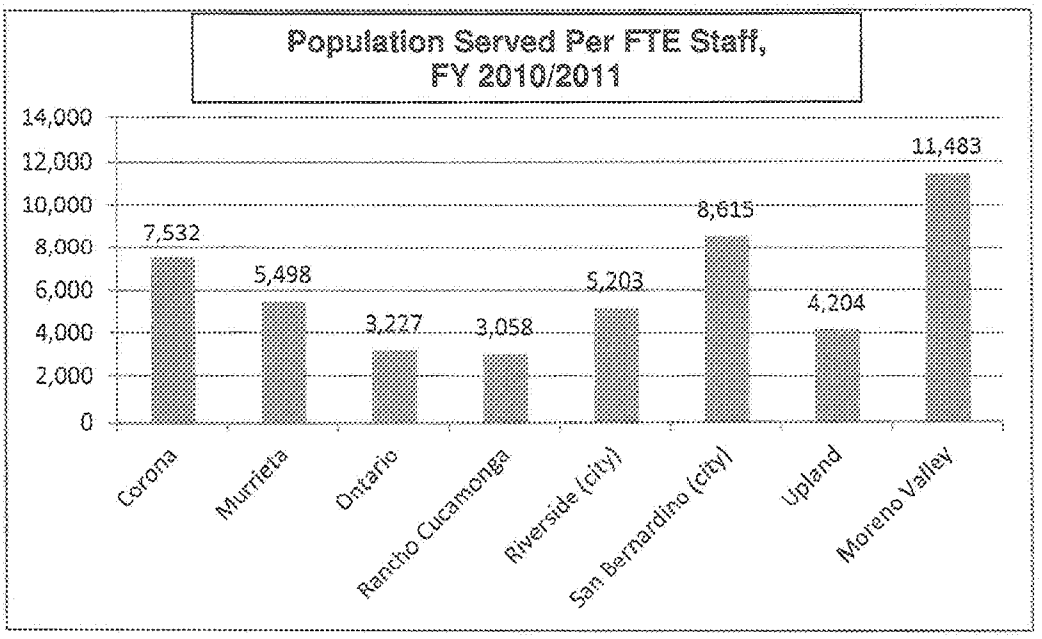

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Obviously, many public library benefits are not quantifiable. However, the Massachusetts Library Association developed a calculator for estimating what the retail cost would be for many basic library operations. Using our actual use statistics for FY 2010/2011, the table below illustrates what a tremendous value the City of Moreno Valley receives by operating Moreno Valley Public Library.[12]

Moreno Valley Public Library
FY 2010-11

Library Use Value Calculator

The number in the leftmost column indicates the number of times during FY 10/11 the library service described in that row was used, to determine how much it would have cost to purchase these services at estimated 2011 retail values.

MVPL Use	Library Materials & Services	Value of Use
343,499	Books Borrowed	$6,169,242
40,763	Video Materials Borrowed	$172,427
7,928	Audio Materials Borrowed	$83,323
26,681	Interlibrary Loan	$704,645
97	Adult Programs Attended	$1,537
6,077	Children's Programs Attended	$44,970
33,988	Hours of Computer Use	$430,968
384,957	Database Searches	$8,114,894
127,203	Reference Assistance	$941,302
	Total Value	**$16,663,309**

Values based on average retail prices in 2011 from Amazon.com, Netflix, Kinko's, etc.

Original Design Copyright Massachusetts Library Association (MLA)

As shown above, we can see that the dollar value of services received is more than *eight times* the budget allocation. This is truly a remarkable value.

> "Librarianship today is about...listening to our users' needs and connecting them with the information, resources, and services that can help them get on with their lives. Librarianship isn't about what we have; it's about what we do. It's taken us a while to realize that our full shelves (or loaded databases) aren't our greatest value. It's human interaction: over the reference desk, through informal one-on-one instruction, in teaching a workshop or facilitating a program, and by enabling conversations, bringing people together, and building communitywide experiences...today's public looks to us for help in resolving a host of...issues, often fueled by technology, changes in the workplace, or shifts in the economy."[13]

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LSSI Staffing Plans

It is often stated that the primary way LSSI operates at a lower cost point than public sector libraries is by not contributing to public pensions. While this is true, there are additional "cost efficiencies" that are commonly used by this vendor to achieve savings. A brief description of these methods follows below, all of which adversely affect good customer service.

(It should be noted that the information below is offered with staff's intent to provide the Council with as full disclosure as possible, in order that they may make a fully-informed choice regarding the provision of library services to the public. Staff recognize that a private, for-profit company may be run however the owner sees fit, so the information below, while reliable, is not intended as criticism per se; however, it is our position that the business practices described below are not in the best interest of the City and its citizens, and would result in a significantly lower level of quality customer service.)

- *Employing fewer overall staff*
  It has been repeatedly observed that LSSI proposes staffing plans that reduce the then-current FTE (full-time equivalent) totals of contracted libraries. They maintain that their suggested level of staffing is adequate. Moreno Valley Library already employs the minimum level of staffing needed to maintain operations, having experienced previous reductions in staff over the last few years in response to economic conditions. As part of the Deficit Elimination Plan, the library has previously defunded two full-time Librarian positions, one part-time Library Assistant, and nine part-time Pages, leaving current personnel to cover extra duties formerly done by those staff members. Any proposed further reduction in staffing would have a serious negative impact on customer service, resulting in longer wait times for reference, circulation, computer lab and other services.

- *Employing fewer professional-level staff*
  It has also been noted that LSSI typically employs far fewer MLIS-degreed (Master of Library and Information Science) Librarians than non-LSSI libraries. The MLIS degree is required for most professional librarian positions in the United States. This professional-level experience and training are paramount for meeting the myriad information needs of our diverse library customers, one example being the many customers who request information on starting a business in the City or improving their education level. Having fewer professional librarians on staff to serve our customer base shows a decrease in the City's commitment to provide this important assistance to our citizens, and would hamper our ability to continue offering outreach activities to our local schools.

- *Staff working out of class*
  As a result of employing fewer qualified professional and paraprofessional staff, LSSI relies on its non-professional staff to fill the gap in providing services. Thus, Library Assistants are called upon to perform complex reference work, supervisory duties and other tasks that are normally the purview and responsibility of fully trained and accredited Librarians.

- *Fewer staff working at any given time*
  LSSI staffing plans typically show fewer employees covering library service points at any given time, which is a real concern in a library as busy as Moreno Valley. This creates an unnecessary burden on staff and increases wait times for customers. Having fewer

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staff to assist at the reference desks, circulation desk and computer lab creates a negative customer service impact.

- *Less time for dedicated customer service*
  Currently staff divides work hours between those spent at public desks, providing direct public service, and those spent off-desk on the myriad other duties making up library services, such as processing library card registrations, preparing content and visual aids for programs, pulling books to fill holds for both in-house customers and deliveries, training and monitoring volunteers, providing telephone assistance to customers, materials intake and de-sensitizing, repairing books, helping with shelving and shelf-reading, counting cash for the registers, and processing donated items for addition to the library collection. If on-desk hours are increased and these tasks are required to be done at the public desks in between helping the public, as is understood to be the practice at LSSI libraries, the quality of both direct assistance to people and the work associated with materials, services and programs cannot help but be affected, resulting in across-the-board diminished service to the community.

- *Lower pay scale and benefits*
  LSSI states that it will try to offer incumbent staff a salary close to what they were being paid as a public sector employee, though this is not guaranteed and salary ranges are not disclosed. Benefits are known to be significantly lower than those offered in the public sector. The impact to customer service is that the more experienced and skilled staff, even should they initially be hired by LSSI, could seek employment elsewhere that more closely matches their previous salary and benefits. In keeping with LSSI's established practices, those hired to replace the exiting employees would be offered a lower salary than the previous employee, but would perform the same duties. Not only would the resulting disparate salary ranges affect the morale and unity of the work unit, but it would be difficult to recruit the most qualified and experienced candidates on an ongoing basis, because of the lower pay that would be offered. Thus, we would expect to see a gradual overall decline in the quality and expertise of the work force.

> "According to Library Journal, LSSI VP Bob Windrow acknowledged at a Dallas Public Library board meeting that the company will keep costs down by paying lower salaries and benefits, hiring fewer librarians, and choosing less-educated employees than current Dallas Public Library staff. The same article states the LSSI-converted library in Lancaster, TX was hit with significant turnover, seven of nine library staff left after outsourcing occurred. Quality of services to library patrons suffers without seasoned staff."[14]

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Restoring Public Service Hours on Fridays

The Mayor supports a five per cent furlough reduction for City staff. A tentative agreement between the City and MVCEA (Moreno Valley City Employees Association), detailing the implementation of the furlough reduction, was ratified on May 9, 2013 (the suggestion of researching the outsourcing of library services occurred prior to these ratification meetings). It has been estimated that the citywide cost of the ratified furlough reduction is approximately $1.2 million. It should be noted that this figure includes the Library Services work unit. At the ratification meetings, the Mayor outlined several scenarios for covering the cost of this plan, including the closure of a fire station, the sale of surplus City-owned properties, the receipt of several litigation settlements, and the re-assignment of selected Police Department staff.

In implementing the furlough reduction, Library Services staff see the opportunity to increase public service hours and are currently designing a staffing plan for opening the library for a half-day every Friday. This will help meet the need, often expressed by our customers, to be open more hours, and means that the library could be open to the public for six out of seven days in the week, and increase from 53 hours per week to 57 hours per week.

Additionally, the extra hours could provide the opportunity for professional staff to increase existing outreach efforts with local schools, and to re-establish popular in-house programs such as after-school Homework Help.

It is believed that the Mayor's solution for covering the cost of the furlough reduction would, by definition, also cover the retention of Library Services staff, especially when considering the leave buyouts that would be necessary for separating the work unit.

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Additional Outsourcing Considerations

Outsourcing As Cost Savings Mechanism

Outsourcing of library services is typically not used as a cost saving measure by municipalities, as savings are often not significant.[15] LSSI is usually called upon to fix 'broken' libraries, e.g. a need for improved or new management, a lack of experienced and qualified staff, increases in technology/automation requiring outside assistance, etc.[16] Assistant City Manager Tom DeSantis assures us that Moreno Valley Public Library is not broken. In addition to historically sound management and high quality customer service, our collections already include print and electronic reference resources, audiobooks, and downloadable E-books. In the area of technology, we also provide:

- a computer self-reservation system;
- unlimited Wi-Fi access;
- customer self-checkout;
- networked printing capability; and
- the ability of patrons to pay for printing automatically using their library card.

It should be noted that improvements to library technology are typically covered by the library budget or by advocating the use of future reserves, not by investment from LSSI.

In addition, contracts with LSSI, as with most other contracted companies, contain an 'elevator' clause for annual increases. This could significantly undercut any initial savings and result in no savings at all or an increased cost in subsequent years.

Any proposal from the private company should provide a detailed budget to demonstrate how its projected savings would be achieved, and within a sufficient time frame to allow for public review and comment; however, these specifics are not usually included in the proposal.[17]

Public Desire for Transparency

As public agencies, libraries should be transparent, but this ethic does not necessarily hold for a private company.[18] As a private company, LSSI does not have to comply with the Public Information Act, nor do they supply customers with profit and loss statements or a detailed budget showing how customer dollars are spent. Library Services staff believe that Moreno Valley taxpayers would want LSSI to be accountable for an annual contract for services; however, the company traditionally does not provide this information.[19]

Sole Source Contractor

LSSI is the only company in the U.S. currently offering the service of day-to-day public library operations,[20] so they have a monopoly in the field. Should their service prove to be inadequate or unsatisfactory, or should their annual fees increase to an unacceptable level, the City would be challenged to reinstate library staff as city employees, as there is no other company to whom it could go for this service.

> "Outsourcing management of libraries to a private company creates a tension between the desire of the company to make a profit and the services the library provides...It is not in the best interest of the residents of Florida for publicly supported libraries to be managed by for-profit organizations," stated Florida Library Association President Gloria Coivin.[21]

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Numerous sources have cited that agencies, managers and staff were expected to sign non-disclosure and non-disparagement clauses at hiring,[22] making it difficult to obtain information regarding unsatisfactory conditions or results of a contract with LSSI.

Service Fees

LSSI charges additional 'handling' fees for collection development or other management services; the most recent figure found is 7.5% of funds designated for collection development being charged to the agency as handling fees. Fees could also apply if severing the relationship with LSSI. In at least one community (Fargo, ND), LSSI fees were substantially increased after the initial contract.[23]

Control of Local Materials Selection

LSSI purports to give local staff the freedom to select materials and resources that are relevant to local needs. However, final approval rests with the corporate office in Maryland and local staff could be overruled in their choice of materials or in their planning of programming. This has been noted by other municipalities; for example:

> "Brian Miller, director of the Millington Public Library and LSSI employee...said LSSI has repeatedly denied the Millington library's requests for specific books because they weren't on the company's approved list. And he said, the contractor has made it difficult to get electronic books and requires the library to purchase equipment from specific companies, even if it's cheaper somewhere else."[24]

In meeting the needs of our diverse population, library staff maintain that it is vital to have complete authority to select materials and resources relevant to our citizens.

And from Jackson, Tennessee:

> "Trustees of the Jackson-Madison County Library board held an emergency meeting this week and voted to end the library's contract with library management company LSSI. LSSI is a private company that has managed the Jackson-Madison County Library since 2006. [County Commissioner Jerry] Bastin said the vote was unanimous. Bastin also told the newspaper: "I think it's going to help move the library ahead and be more efficient and be more responsive to the community," he said. "... I think an out-of-town company has a little bit of difficulty measuring and gauging the community's needs with regard to libraries."[25]

Decisions By Similar Municipalities

For these and other reasons, local municipalities such as Upland[26] and Pomona[27] have recently chosen not to contract with LSSI after researching the issue and reviewing their respective proposals.

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General Fund Subsidy and Revision of Internal Service Funds

General Fund Subsidy

The following charts are provided as an illustration of the minimal impact the library subsidy has on the General Fund.

Chart A below shows that the entire library subsidy is less than 8/10 of 1% of the General Fund.

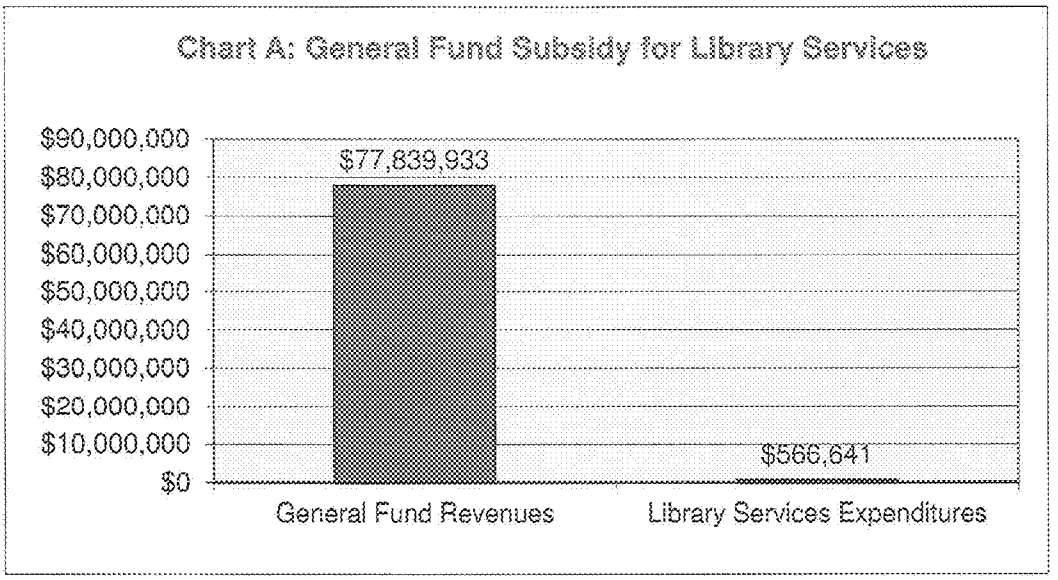

Chart B below shows that the desired savings to the General Fund subsidy of the library is only about two and one-half per cent of the budget deficit.

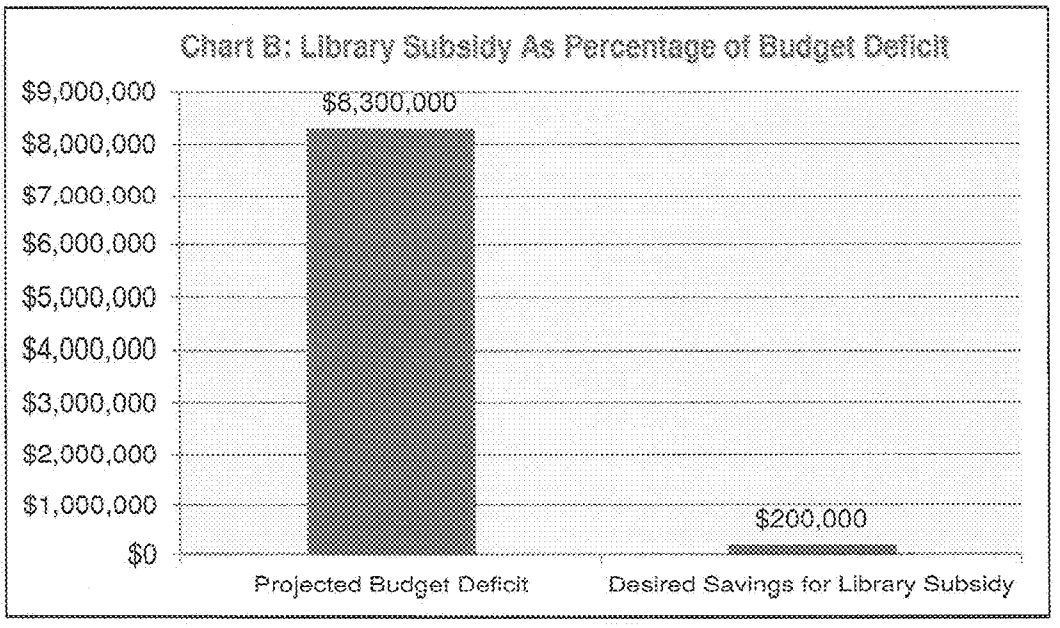

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Chart C below shows the comparison between the General Fund subsidy for the library and the portion of the General Fund dedicated for Police and Fire Services.

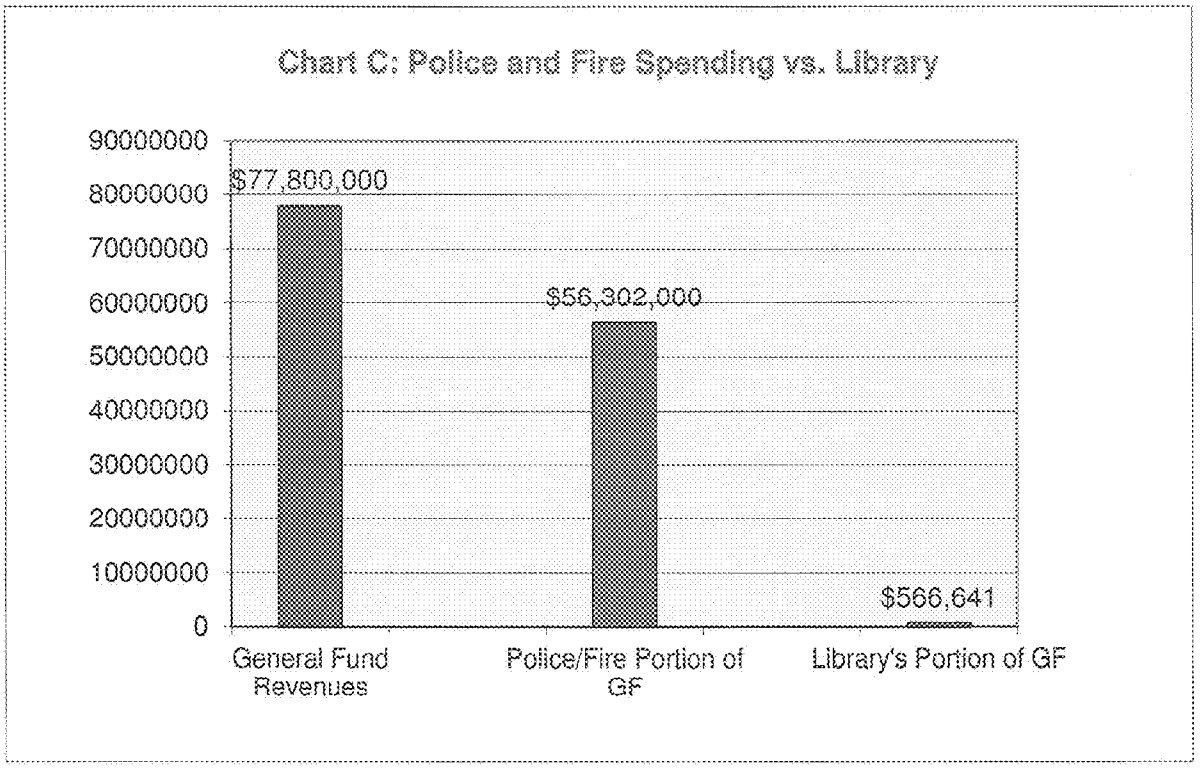

Library staff believe that the minimal impact of the library subsidy to the General Fund, as illustrated in the charts above, does not justify the many negative customer service impacts of outsourcing discussed previously in this document.

It should also be noted that the Library Services Division has consistently been a good steward of its budgetary allocations each fiscal year. Actual expenditures are typically less than projected.

Revision of Internal Service Funds

The Library Services budget, like those of other divisions and departments, is charged back for some services provided by other city work units, such as Facilities and Technology Services. The City's Chief Financial Officer has indicated that the current method of determining the charge-back allocations will be explored in the near future for possible further efficiencies. This could result in a lesser impact on the Library Services budget, but time is needed for this additional study and analysis.

The City would retain ownership of the library building and its contents even if daily operations are outsourced, so it would still be responsible for facility maintenance and upkeep, utility costs, technology and other expenses.

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PENDING LITIGATION

The City Council should be aware of a legal action currently in process with the City of Costa Mesa:

> "The proposal by city staff to outsource the operation of the library to a private contractor appears to be in violation of Government Code Section 37103 and 53060. The California State Legislature has specifically expressed its intent to permit local government agencies to contract for specialized services that the agency is unable to provide for itself. The courts have found that there is no indication that the Legislature intended to allow city government to outsource any of the other services it provides. Library services appear to fall under the area restricted from outsourcing by the Legislature.
>
> "It should be further noted that as recently as November 2012, the Court of Appeals issued an injunction against the City of Costa Mesa barring outsourcing, pending a trial on that city's attempt to contract out non-specialized services routinely performed by city employees. The courts have concluded that Government Code 37103 and 53060 limit a city's right to contract with private entities. As these statutes have been interpreted over the years, they generally prohibit a city from contracting with private entities to provide non-specialized services which include the operations and staffing of libraries. The trial in the Costa Mesa case is scheduled for January 2014.
>
> "The Court of Appeals also validated a prior Attorney General opinion that the authority to contract as provided in the Government Code is limited to "specialized services" in specified areas and that cities could not ignore these limitations on the basis of cost savings. The exceptions of outsourcing jail and payroll services in Costa Mesa were allowed pursuant to the Penal Code and Government Code specifically authorized, the Legislature did not intend to allow the city to outsource "any of the other services at issue," nor was there any evidence that the city employees were "incapable of providing any of these services." Therefore, since there was some possibility that the Costa Mesa employees will succeed in their lawsuit, the Court upheld the trial court's granting of a preliminary injunction."[28]

Because this action is already in process, and with a decision expected during FY 13/14, library staff recommend that the Moreno Valley City Council let the trial run its course and see what legal opinion results. We believe it would be prudent and logical to proceed cautiously and not rush into outsourcing, in the event that the legal decision leads to being compelled to reverse any negotiated contracting of services.

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Summary and Recommendation

Summary

The City's interests are best served gathering all possible information before either making a decision or backing a plan of action.

If the City should negotiate a contract with LSSI to provide day-to-day operations of the public library, all Library Services Division staff would be laid off, necessitating a buyout of all annual leave and other accruals for each career member of Library staff. As currently constituted, this amount is calculated to be in excess of $240,000. There could be additional employer costs involved, such as for Medicare and for unemployment compensation for those not hired by the contractor. The incurred cost to the City of this buyout would not only nullify the targeted savings of $200,000, it would actually increase the outlay needed from the General Fund, even when taking into account the PERS contribution for FY 13/14, should library services remain in-house.

While the first year of an outsourcing contract is expected to illustrate some savings to the City, it is also anticipated that cost increases are built in for each coming year, resulting in significantly reduced savings, no savings or even increased costs over time.

Due to what is known about LSSI staffing plans, the outsourcing of Library Services would result in significant negative customer service impacts and the relinquishing of local control of materials selection. Quality service to our customers and provision of relevant materials and resources are vital to our community.

In implementing the ratified furlough reduction, library staff will be able to restore public service hours on Fridays and increase opportunities for outreach to schools and in-house programs.

Public libraries should be transparent. A private company does not have to comply with the Public Information Act. LSSI does not supply customers with profit and loss statements or details about how customer dollars are spent. Outsourcing is usually not used as a cost saving measure. There is no competition for this service and the City would have no recourse if results are unsatisfactory, except to go back to a work force of city employees and potentially incur additional fees for severing the contract. Pomona, Upland and many other cities have elected not to outsource their library services, after considering all of the factors.

The portion of the General Fund deficit that applies to Library Services is so small that outsourcing does not justify the many negative customer service impacts that would result from that action.

A ruling on pending litigation regarding the outsourcing of city library services is expected during the coming fiscal year. It would be prudent and logical to proceed cautiously and not rush into outsourcing, in the event that the legal decision leads to being compelled to reverse any negotiated contracting of services.

Recommendation

In considering the totality of the information given in this document, staff believe that the interests of the City and its citizens are best served by retaining the Library Services Division as currently constituted, and recommend that the City Council direct that Library Services remain in-house for FY 13/14.

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Sources

(Note: many points have multiple corroborating sources; in the interest of brevity, only one source per point is listed here.)

---

[1] Moreno Valley Financial Operations Division, April 30, 2013
[2] Matt Sylvain, *Southcoast Today/Chronicle*, January 28, 2009
[3] Florida Library Association press release, September 2011
[4] *Daily Commercial* (FL), May 18, 2013
[5] *Orlando Sentinel* (FL), reported by *American Libraries*, October 26, 2011
[6] Peter M. Gunn, *"Privatized Libraries: Not An April Fool's Joke,"* thepulse-mag.org, April 1, 2012
[7] Jane Jerrard, *"Privatizing Libraries (ALA Editions: Special Reports),"* February 6, 2012
[8] UTSanDiego.com, March 2012
[9] *"Moreno Valley Facilities Master Plan 2010-2035"*, prepared by Providence Associates LLC, 2009
[10] *California Library Statistics 2012*, California State Library and in-house statistics
[11] *California Library Statistics 2012*, California State Library
[12] City of Moreno Valley City Manager's Report, March 2012
[13] Brian Kenney, *Publishers Weekly*, May 2013
[14] *"Protect Public Libraries, Protect Public Services,"* Internet posting by saveourlibrarygladstone on April 29, 2013
[15] *Library Journal*, October 2004
[16] *Ibid.*
[17] Don Pelton, YubaNet.com, December 2009
[18] *Library Journal*, October 2004
[19] *"Keeping Public Libraries Public,"* American Library Association, June 2011
[20] *"Privatization/Outsourcing Report,"* Dartmouth Public Libraries, December 2008
[21] Florida Library Association press release, September 2011
[22] *Library Journal*, October 2004
[23] Florida Library Association press release, September 2011
[24] *Commercial Appeal*, Memphis, TN, December 3, 2012
[25] *Jackson Sun* (TN), November 10, 2012
[26] *Inland Valley Daily Bulletin* (CA), June 2012
[27] *Ibid.*, March 2012
[28] Richard Levine of Silver, Silver and Hadden, Santa Monica, CA, May 2013

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City of Moreno Valley Library
Staff Salaries

Position	Hourly Rate	Annual Salary	Weekly Hrs Worked	Furlough Salary
Library Services Division Manager**	$40.76	**$84,772.48**	36	$76,295.23
Executive Assistant I	$31.17	**$64,840.05**	36	$58,356.04
Library Assistant	$23.84	**$49,594.27**	36	$44,634.84
Library Assistant	$23.84	**$49,594.27**	36	$44,634.84
Library Assistant	$23.84	**$49,594.27**	36	$44,634.84
Library Assistant	$19.60	**$40,777.15**	36	$36,699.44
Librarian**	$33.55	**$69,784.00**	36	$62,805.60
Librarian**	$32.73	**$68,081.94**	36	$61,273.74
Librarian**	$28.96	**$60,246.37**	36	$54,221.73
Librarian**	$26.27	**$54,645.14**	36	$49,180.62
Library Circulation Supervisor*	$30.43	**$63,296.27**	36	$56,966.64
Library Assistant	$23.84	**$24,797.14**	18	$22,317.42
Library Assistant	$23.84	**$24,797.14**	18	$22,317.42
Library Assistant	$19.60	**$20,388.58**	18	$18,349.72
Library Assistant	$18.67	**$19,417.74**	18	$17,475.96
Library Assistant	$18.67	**$19,417.74**	18	$17,475.96
Library Assistant	$18.67	**$19,417.74**	18	$17,475.96
Library Assistant	$18.67	**$19,417.74**	18	$17,475.96
Library Assistant	$18.67	**$19,417.74**	18	$17,475.96
Library Assistant	$17.78	**$18,493.07**	18	$16,643.76
Library Assistant (Temporary)				
Library Page (Temporary)				
Library Page (Temporary)				

*** requires a Bachelors Degree**

**** requires a MLS Degree**

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: June 25, 2013

TITLE: APPOINTMENTS TO THE CITY COUNCIL ADVISORY BOARDS AND COMMISSIONS

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Review the ballots for appointments to various City Council Boards and Commissions (to be provided by the City Clerk) and mark your choices where appropriate.

2. Appoint those applicants who received majority vote by the City Council.

3. Confirm the appointment of Shor Denny to the Traffic Safety Commission as the Moreno Valley Parent-Teacher Council representative, with a term expiring June 30, 2016.

4. If vacancies are not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the positions as vacant and carry over the current applications for reconsideration of appointment at a future date.

BACKGROUND

Applications were accepted by the City Clerk's Office to fill vacancies for the various City Council Boards and Commissions, with certain terms expiring June 30, 2013.

Members with expiring terms were notified and advised of the need to submit a new application to be considered for reappointment. Appropriate time frames with respect to posting notices of vacancies were followed.

As provided in the City's Municipal Code, the appointees will serve without compensation for designated terms.

Per the Council-adopted policy, prospective applicants are required to attend at least one meeting of their desired board or commission prior to appointment. Linda D. Moore, an applicant to the Senior Citizens' Board, was not able to attend any of the meetings.

Pursuant to Municipal Code Subsection 2.06.010(e), "Unless otherwise specifically provided by the action establishing the body or appointing its initial members, no person shall be at the same time a member of more than one citizens' advisory body created by ordinance or resolution of the City Council." This section of the code is waived for members of the Accessibility Appeals Board. Mary Mc Bean, a member of the Arts Commission, applied for the Accessibility Appeals Board.

Pursuant to the Municipal Code Section 2.27.020(b) insofar as practicable, the Traffic Safety Committee shall be composed of one representative of the Moreno Valley Parent-Teacher Council representative. The representative must be appointed by the board of directors of the Council he/she respectively represents and confirmed by the City Council. In the event there is no Parent-Teacher Council, the Board of Trustees of the School District shall appoint a member to represent it and the member shall be confirmed by the City Council. Attached is a letter received from the Moreno Valley Council PTA nominating Shor Denny as the Moreno Valley Parent-Teacher Council representative on the Traffic Safety Commission.

The commissions, boards, applicants, and vacancies to be filled are as follows:

ACCESSIBILITY APPEALS BOARD
Two (2) terms expiring June 30, 2016
Physically Challenge Representative

L. Lawrence Baird *
Mary Mc Bean

ARTS COMMISSION
One (1) term expiring June 30, 2016

Clarence Robert Hogan
Stephen "Steve" Healton

ENVIRONMENTAL AND HISTORICAL PRESERVATION BOARD
Three (3) terms expiring June 30, 2016

Reese McClure *
Naeem Qureshi *

LIBRARY COMMISSION
Two (2) terms expiring June 30, 2016

Laura D'Arciprete
Christine A. Duchene

PARKS AND RECREATION COMMISSION
Three (3) terms expiring June 30, 2016

James C. Baker II *
Juanita Maria Barnes *
Virgil Chancy*

RECREATIONAL TRAILS BOARD
Three (3) terms expiring June 30, 2016

Carolyn D. Bailey
Manzell Baskerville *
Kim M. Nelson *

SENIOR CITIZENS' BOARD
Three (3) terms expiring June 30, 2016

Sara W. Anderson *
Vonzetta Fielding *
Linda D. Moore **
Delanna Towsend *

TRAFFIC SAFETY COMMISSION
Two (2) terms expiring June 30, 2016

Miguel Arciniega *
Denise Fleming
Thomas Ketcham

*Incumbent
** Was not able to attend at least one meeting prior appointment

ALTERNATIVES

Members of the Council appointed boards and commissions serve in an advisory capacity to the City Council. Choosing not to appoint members to the above-mentioned boards and commissions would result in decreased participation from residents. This option is not consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council make the recommended appointments.

NOTIFICATION

1. Posting of Notice of Openings
2. Publication of the agenda
3. Report and agenda mailed to applicants

ATTACHMENTS

1. Appointment Letter from Moreno Valley Council PTA

Prepared By:
Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval:
Jane Halstead
City Clerk, CMC

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Moreno Valley Council PTA
25643 Alessandro Blvd.
Moreno Valley, CA 92553

May 9, 2013

LaSonja Nelson
Transportation Engineering Division
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

Dear Ms. Nelson,

Moreno Valley Council of PTA's nominates the following individual to the Traffic Safety Committee as our PTA representative:

Mrs. Shor Denny
28604 Maranda Ct
Moreno Valley CA 92555

Please feel free to call me at 951-318-8243 if you have any questions on this nomination.

Sincerely,

Summer Bibbee

President 2011-2013
Moreno Valley Council PTA
summerbib13@gmail.com
951-318-8243

cc:Council Executive Board

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Thomas M. DeSantis, Assistant City Manager

AGENDA DATE: June 25, 2013

TITLE: APPROVAL OF SUCCESSOR MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF MORENO VALLEY AND THE MORENO VALLEY CITY EMPLOYEES ASSOCIATION AND MORENO VALLEY MANAGEMENT ASSOCIATION FOR THE PERIOD OF JULY 1, 2013 THROUGH JUNE 30, 2015

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Approve the successor Memoranda of Understanding (MOUs) between the City of Moreno Valley and the Moreno Valley City Employees Association (Attachment A), and Moreno Valley Management Association (Attachment B) for the period of July 1, 2013 through June 30, 2015.

2. Extend the economic provisions of these Agreements to employees represented by the Moreno Valley Confidential Management Employees as well as those in unrepresented classifications.

3. Approve updates to the Salary Schedule and Personnel Rules & Regulations to incorporate revisions as specified in the attached MOUs.

4. Direct the Chief Financial Officer to adjust FY 2013-14 and FY 2014-15 Budget Appropriations as outlined in this report (projected cost of $1,706,870 with General Fund impact projected at $734,527) to reflect the Council's approval of these Memoranda of Understanding.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

The 2012-2015 Memoranda of Understanding between the City and each of its three employee bargaining groups provided for annual re-openers on economic issues, as well as any other topics by mutual agreement.

Negotiations have been completed with the Moreno Valley City Employees Association (MVCEA) and the Moreno Valley Management Association (MVMA); the Moreno Valley Confidential Management Employees (MVCME) bargaining unit opted for a parity agreement with MVMA, precluding the need for separate negotiations with that unit. The language in the MVCME agreement allows implementation of all terms for that unit without any requirement for further updates to the MOU itself.

DISCUSSION

The City's primary objectives in approaching these negotiations included providing Friday service hours for development-related functions, addressing employees' highest-priority needs and providing fiscal stability to the City organization. The table below addresses key components of these Agreements.

Concept	MOU Provisions
Expand public service hours, with special emphasis upon Development Services provided at City Hall.	City's Core Business Hours: Monday – Thursday: 7:30 a.m. – 6 p.m. 2nd & 4th Fridays: 7:30 a.m. – 1:30 p.m. City Hall to Re-Open on 2nd & 4th Fridays of each month to provide: Building & Safety, Planning, Land Development, Fire Prevention Services (Inspection services continue to be available every Friday.) 10% Furlough in place since July 2009 is reduced to 5% in July 2013, to accommodate a 5% increase in work hours by full-time employees.
Administrative Leave (MVCEA Only) to recognize extraordinary accomplishments by Career employees in achieving the City's public service goals.	City Manager may grant limited administrative Leave to recognize extraordinary service.
Address increasing Health Benefit costs.	Employees enrolled in family coverage will receive an additional monthly

	contribution by the City of $150 to help defray increased health insurance costs. Career part-time employees accrue this additional benefit on a prorated basis. This additional contribution will continue throughout the term of the current MOU (through June 2015), and will not increase further in 2014.
Public Service Recognition	Annual payment of $500 per employee, prorated ($250) for Career part-time employees.
Performance Evaluations & Management Accountability	Meaningful performance feedback is critical to the City's service delivery success. Evaluations to hold all employees, managers accountable. Dept. Heads to review all evaluations while in draft form. Consultant to review process, recommend training for raters.
Labor-Management Committee (MVCEA)	A Labor-Management Committee, Co-Chaired by the MVCEA President/designee and the Administrative Services Director will meet on a quarterly basis to discuss topics of concern to the Association and the City.
Labor-Management Committee (MVMA)	Subject to concurrence by MVCEA, Labor-Management Committee Co-Chaired by the MVCEA and MVMA Presidents/designees and the Administrative Services Director will meet as needed to discuss the implementation of meaningful employee performance feedback and review, including accountability guidelines.
Fiscal stability	No further economic enhancements through June 30, 2015. Parties can request re-openers on Personnel Rules revisions, and any other topics of mutual consent

ALTERNATIVES

1. Approve the successor Memoranda of Understanding (MOUs) between the City of Moreno Valley and the Moreno Valley City Employees Association (Attachment A), and Moreno Valley Management Association (Attachment B) for the period of July 1, 2013 through June 30, 2015. Extend the economic provisions of these Agreements to employees represented by the Moreno Valley Confidential Management Employees as well as those in unrepresented classifications. Approve updates to the Salary Schedule and Personnel Rules & Regulations to incorporate revisions as specified in the attached MOUs. Direct the Chief Financial Officer to adjust FY 2013-14 and FY 2014/-15 Budget Appropriations as required to reflect the Council's approval of these Memoranda of Understanding. ***Staff recommends this alternative. Council action to approve the attached Memoranda of Understanding follows previous approval of Tentative Agreements with MVCEA and MVMA (and, by extension MVCME), and will fulfill terms of the City's Employer/Employee Relations Resolution.***

2. Not approve recommendations listed above and instead direct staff to re-open negotiations with employee associations. ***Staff does not recommend this alternative.***

FISCAL IMPACT

Annual cost to implement the terms of the updated Memoranda of Understanding is projected at $1,706,870. General Fund cost is projected at $734,527 and can be supported by projected revenues for FY 2013-14.

ATTACHMENTS

Attachment 1: MVCEA MOU, July 1, 2013 – June 30, 2015
Attachment 2: MVMA MOU, July 1, 2013 – June 30, 2015

Prepared and Approved By:
Thomas M. DeSantis
Assistant City Manager

Concurred By:
Richard Teichert
Chief Financial Officer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MORENO VALLEY AND THE MORENO VALLEY CITY EMPLOYEES ASSOCIATION

This Agreement is entered into between the City of Moreno Valley and those employees designated as "Non-Exempt" who are represented by the Moreno Valley City Employees Association (MVCEA). The following is a list of provisions agreed to between the parties:

1. TERM

The term of this Agreement shall be July 1, 2012 through June 30, 2015.

2. ANNUAL RE-OPENERS

The parties agree to reopen the MOU annually throughout the term of this Agreement to meet and confer in good faith on the following topics upon request of either party, with discussions commencing within 30 days of said request:

a. Merit Increases
b. Wages
c. Benefits
d. Updates to Personnel Rules and Regulations
e. Furloughs
f. Increases to 2013 medical/dental insurance premiums (this re-opener to take place by September 2012)
g. Any other topics of mutual agreement

July 2013 Update: Parties recognize that the economic enhancements included in this Agreement constitute the final economic enhancements to occur during the term of the current MOU which expires on June 30, 2015. Parties retain their respective prerogative to request re-openers on Personnel Rules and Regulations issues, and any other topics of mutual consent during the term of this Agreement.

3. COMPREHENSIVE MOU

The parties will collaborate in good faith to develop a Comprehensive MOU incorporating language from previous MOUs which has not been superseded by subsequent Agreements. To ensure that this process moves efficiently toward accomplishing our shared goal, the parties agree that:

a. Regular meetings will be held as required;

b. The effort will focus on integrating all existing language - - to include terms of this Agreement - - into the master document;

c. Any requests for substantive revisions to operative language will be deferred to further negotiations toward successor MOUs;

d. The Comprehensive MOU will not be an official document until formally adopted by both the Association and City Council.

4. EMPLOYEE CONCESSIONS

During the term of this Agreement there shall be no other concessions by employees, reductions in City paid benefits or reductions to existing retirement contributions to the extent permitted by law.

5. SALARIES – COST OF LIVING ADJUSTMENT

Effective the first full pay period of July 2012 (which begins at noon on July 6th) implement a 4.75% across-the-board Cost of Living salary increase.

Any COLA increases deferred for employees during the entire period of FY 2008/2009 through FY 2011/12, are not to be retroactively credited, owed or otherwise be held for the future or credit, and are therefore forfeited and terminated. The City may, however, decide to implement COLA pay increases for employees when the City can afford to do so, subject to the meet and confer process.

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6. RETIREMENT

City's contribution to retirement benefits will remain status quo during the term of this Agreement, subject to the re-opener as described immediately below. In the event legislation is enacted prohibiting the employer pick up of any or all of the current employer-paid "employee PERS cost" the parties will reopen the meet and confer process to negotiate replacement compensation equal to the increased cost to employees resulting from the legislation, to the extent permitted by law.

7. MATTERS FOR FOLLOW-UP DISCUSSION

The City and MVCEA agree to discuss voluntary furloughs and job sharing.

8. UNIFORMS

The following terms apply to employees required by the City to wear uniforms, but where City-paid laundry service is not provided:

a. Employees will have five serviceable uniform pants, five serviceable uniform shirts and one serviceable uniform jacket at the start of each fiscal year.

b. Uniforms damaged during the year in the course and scope of duty shall be replaced on an as needed basis.

c. The foregoing provisions do not apply to those positions for which only logo shirts are worn by employees.

9. HOLIDAYS

Authorized Holidays are as follows:

New Year's Day
Martin Luther King, Jr. Birthday
Presidents Day
Memorial Day
Independence Day
Labor Day

Veterans' Day
Thanksgiving
Day after Thanksgiving
Christmas Holiday (2 days)

If an employee works on a recognized holiday and the holiday is observed by the City on a different day, said employee will be paid 1½ pay for the hours worked on the actual holiday.

10. PROBATIONARY PERIOD

The Probationary Period will be 12 months for new employees hired on or after July 1, 2012.

a. Written evaluations shall not be prepared for probationary employees during the probationary period.

b. At least one performance related discussion shall be held by the immediate supervisor at the 6 month point, with a signed acknowledgment by the probationary employee that said discussion occurred.

c. A written evaluation shall be prepared to coincide with completion of the probationary period.

The Probationary Period for promoted employees will be 6 months.

a. Written evaluations shall not be prepared for probationary employees during the probationary period.

b. At least one performance related discussion shall be held by the immediate supervisor at the 3 month point, with a signed acknowledgment by the probationary employee that said discussion occurred.

c. A written evaluation shall be prepared to coincide with completion of the probationary period.

11. HOLIDAY CLOSURES

In 2012, 2013 and 2014, City Offices will be closed for annual holiday break beginning December 24th and ending January 1st. For the Friday after Thanksgiving Day, which is a furlough day, either

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8.75 or 9.5 hours (depending upon the employee's regular work schedule) will be banked and used to cover one of the three unpaid days between 12/24 and 1/1. Employees will be required to cover two additional work days for a closure from 12/24 through 1/1, returning to work on January 2nd. Employees assigned to alternate work schedules shall not be required to contribute in excess of 19 hours of personal leave balance to observe the prescribed holiday closure schedules for 2013 and 2014.

12. HOLIDAY LEAVE ACCRUALS

Career full-time employees accrue the number of hours of holiday leave time, based on their regular full-time work day schedule and work week schedule, e.g. 8 hours when on a 5/40; 9 hours when on a 4/36; 8 or 9 hours when on a 9/80; 6, 8.75 or 9.5 hours when on a 9/76; 10 hours when on a 4/10 work week schedule; or the appropriate number of hours for any schedule identified within Section 14(f) of this agreement unless otherwise specified in this Agreement. Career part-time employees accrue holiday leave time on a prorated basis.

13. PARITY

During the term of this Agreement, MVCEA shall have the right to incorporate into this Agreement the comparable value of any additional economic enhancements agreed upon between the City of Moreno Valley and the Moreno Valley Management Association (MVMA).

14. **July 2013 Updates**

a. **Administrative Leave:** Effective with start of the first pay period following July 1, 2013, City to recommend that Council authorize the City Manager to grant up to 2 hours of administrative Leave per employee per pay period to recognize extraordinary service.

b. **Health Benefits:** Effective with start of the first pay period following July 1, 2013, all MVCEA members enrolled in family coverage will receive an additional monthly contribution by the City of $150 to help defray increased health insurance costs. Career part-time employees accrue this additional benefit on a prorated basis. This additional contribution will continue throughout the term of the current MOU (through June 2015), and will not increase further in 2014.

c. **Public Service Recognition:** In the paychecks issued closest to December 1, 2013 and December 1, 2014, each MVCEA member will receive a payment of $500. Career part-time employees accrue this additional benefit on a prorated basis.

d. **Performance Evaluations:** Meaningful performance feedback is critical to the City's success in delivery of service to Moreno Valley residents. Evaluations must recognize individual employees' distinct accomplishments and hold each employee accountable for fulfilling his/her assigned duties in a professional manner.

   i. To assist in meeting this essential management responsibility, the City will engage the services of a consultant with extensive public and private sector experience to review the City's current process and recommend a specific training regimen for all raters.

   ii. Success in this area will require that Managers, at all levels, are held accountable to provide employees with ongoing verbal feedback and meaningful performance evaluations which:

      1. Reflect unique performance levels of each rated employee;
      2. Represent the culmination of ongoing verbal feedback provided throughout the rating period; and
      3. Are reviewed and approved by Department Directors prior to being presented to rated employees (to ensure that raters are meeting the City's commitments as outlined herein).

e. **Labor-Management Committee:** A Labor-Management Committee, Co-Chaired by the MVCEA President/designee and the Administrative Services Director will meet on a quarterly basis to discuss topics of concern to the Association and the City. The following principles will be followed to cultivate the ongoing success of this important communication forum:

   i. Parties will exchange topics at least 2 weeks in advance of each meeting, providing sufficient preparation time for meaningful, productive discussions; and

   ii. The Labor-Management Committee will not serve as a forum to raise individual grievances or resolve matters more appropriately discussed at the work unit level; and

   iii. The first topic of discussion will be implementation of meaningful employee performance feedback and review.

f. **Employee Furlough:** To enhance public service provided to Moreno Valley residents and businesses, the City will reduce the current 10% Furlough to a 5% furlough, resulting in a "9/76" work schedule effective start of the first pay period following July 1, 2013,

Service hour enhancements will be made as follows:

Daily schedules for all MVCEA members, other than those assigned to directly support Development Services (Planning, Land Development, Building & Safety, Fire Prevention) will be based on 9.5 work hours Monday through Thursday of each work week.

Daily schedules for all MVCEA members assigned to directly support Development Services (Planning, Land Development, Building & Safety, Fire Prevention) will be based upon the following work schedule:

- 8.75 work hours Monday through Thursday of each work week;
- 6 work hours on the 2nd and 4th Friday of each work week;

- all employees on this schedule will work on the same (2nd and 4th) Fridays, with City Hall closed on the alternate (1st and 3rd) Fridays;
- Consistent with current practice, staff will remain available to provide inspections on Fridays when City Hall is closed with compensation in the same manner as currently provided for any additional work hours on those days.

Implementation of the above employee work hours will be established by management, in good faith and based upon input from Division Managers to ensure that service hours meet public service needs.

g. **Management Accountability:** Managers and supervisors will uphold performance and conduct standards for all employees. Key areas of concern include, but are not limited to: performance, attendance, and adherence to City policies.

15. PRIOR AGREEMENTS

The terms, conditions and provisions of prior Agreements shall remain in effect unless modified by this Agreement, or via the provisions contained herein pertaining to re-openers and/or the Comprehensive MOU document.

16. RATIFICATION AND EXECUTION

The City and MVCEA acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the bargaining unit and approved by the Moreno Valley City Council. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and Association, and entered into this _____ day of June, 2013.

Signature Page follows

For City:

_____
Michelle Dawson, City Manager

_____
Thomas M. DeSantis, Assistant City Manager

For MVCEA:

_____
Sherald Koliboski, President

_____
Richard Limas, Vice President

_____
Kathy Savala, Secretary/Treasurer

_____
Nick Henderson, MVCEA Board Member

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MORENO VALLEY AND THE MORENO VALLEY MANAGEMENT ASSOCIATION 2012-2015 MOU as Updated in July 2013

The agreement entered into between the City of Moreno Valley and those employees designated as "Division Manager" (DM) and "Professional/Administrative/Management" (PAM) and sets forth the full terms and conditions of employment for members of the Moreno Valley Management Association (MVMA), subject to amendments reached by the parties in subsequent negotiations as provided for in this document.

The following is a list of provisions agreed to between the parties:

1. TERM

The term of this updated agreement shall be July 1, 2013 through June 30, 2015. All changes affecting members' salary/benefits agreed upon during the 2013 re-opener will take effect in the Pay Period which begins on July 6, 2013.

2. HOLIDAY SCHEDULE

In 2012, 2013 and 2014, City Offices will be closed for annual holiday break beginning December 24th and ending January 1st. For the Friday after Thanksgiving Day, which is a furlough day, either 8.75 or 9.5 hours (depending upon the employee's regular work schedule) will be banked and used to cover one of the three unpaid days between 12/24 and 1/1. Employees will be required to cover two additional work days for a closure from 12/24 through 1/1, returning to work on January 2nd. Employees assigned to alternate work schedules shall not be required to contribute in excess of 19 hours of personal leave balance to observe the prescribed holiday closure schedule for 2012.

3. SALARY

Effective the first full pay period of July 2012 (which begins at noon on July 6th) implement a 4.75% across-the-board cost-of-living salary increase.

Any COLA increases deferred for employees during the entire period of FY 2008/2009 through FY 2011/12, are not to be retroactively credited, owed or otherwise be held for the future or credit, and are therefore forfeited and terminated. The City may, however, decide to implement COLA pay increases for employees when the City can afford to do so, subject to the meet and confer process.

4. MERIT INCREASES

The City and MVMA agree that merit pay increases will not be provided to employees who are covered by this agreement during the term of this agreement.

Any merit pay increase frozen for employees during the entire period of FY 2008/2009 through the term of this agreement are not to be retroactively credited, owed or otherwise be held for the future or credit, and are therefore forfeited and terminated. The City may, however, decide to implement merit pay increases for employees when the City can afford to do so, subject to the meet and confer process.

5. REDUCED WORKWEEK

To enhance public service provided to Moreno Valley residents and businesses, the City will reduce the current 10% Furlough to a 5% furlough, resulting in a "9/76" work schedule effective start of the first pay period following July 1, 2013.

Service hour enhancements will be made as follows:

Daily schedules for all MVMA members, other than those assigned to directly support Development Services (Planning, Land Development, Building & Safety, and Fire Prevention) will be based on 9.5 work hours Monday through Thursday of each work week.

Daily schedules for all MVMA members assigned to directly support Development Services (Planning, Land Development, Building & Safety, and Fire Prevention) will be based upon the following work schedule:

- 8.75 work hours Monday through Thursday of each work week;
- 6 work hours on the 2nd and 4th Friday of each month;
- All employees on this schedule will work on the same (2nd and 4th) Fridays, with City Hall closed on the alternate (1st, 3rd, and 5th) Fridays;

Implementation of the above employee work hours will be established by management, in good faith and based upon input from Division Managers to ensure that service hours meet public service needs.

The employee's rate of pay will not change and the current pay rate for a 40-hour work-week shall continue to be reported to CalPERS for retirement contribution and reporting purposes. Employer Paid Member Contributions (EPMC) of 8% shall be made based on actual earnings in accordance with CalPERS rules for pre-July 1, 2009, employees.

Continuation of this item will prevent additional positions represented by MVMA from being defunded to cover lost savings not being realized by these salary-cost savings.

6. MANAGEMENT DIFFERENTIALS

Management differentials shall continue at 2% of salary for PAM and 4% of salary for DM for pre-September 30, 2011, employees and be reduced to 1.5% of salary for PAM and

3% of salary for DM for post September 30, 2011 employees. Management differentials shall continue to be paid at the full salary rate as if no reduction in hours had occurred pursuant to #5 above.

7. BENEFIT BANK

The benefit bank for pre-July 1, 2009, full time employees shall be $14,829 per year for employees enrolled in the City's CalPERS medical insurance program with family coverage and $14,229 per year for those that are not. The benefit bank for full time employees hired after July 1, 2009, and before September 30, 2011, shall be $13,200 per year for employees enrolled in the City's CalPERS medical insurance program with family coverage and $12,600 per year for those that are not. For full time employees hired prior to July 1, 2009, that voluntarily separate or are laid off from the City and are subsequently rehired by the City within one calendar year of his/her separation date, the benefit bank will be restored to $14,229 or $14,829 per year. For full time employees hired between July 1, 2009, and September 30, 2011, that voluntarily separate or are laid off from the City and are subsequently rehired by the City within one year of his/her separation date, the benefit bank will be restored to $12,600 or $13,200 per year. For full time employees hired after September 30, 2011, the benefit bank shall be $9,450 per year. For part time career employees, the benefit bank shall be $5,100 per year for pre-September 30, 2011, employees, and $3,825 per year for post September 30, 2011 employees.

Effective with start of the first pay period following July 1, 2013, all MVMA members enrolled in family coverage will receive an additional monthly contribution by the City of $150 to help defray increased health insurance costs. Career part-time employees accrue this additional benefit on a prorated basis. This additional contribution will continue throughout the term of the current MOU (through June 2015), and will not increase further in 2014.

8. PERS EMPLOYEE CONTRIBUTIONS

Employees hired after July 1, 2009 shall pay the employee's portion of CalPERS retirement contributions for retirement formula 2.7%@55 (currently 8%). Employees hired after December 23, 2011 shall pay the employee's portion of CalPERS retirement contributions (currently 7%) for retirement formula 2%@55.These contributions shall be deducted from the employee's bi-weekly pay. In addition, the City will cease paying the Employer Paid Member Contribution (EPMC) for these employees. Employees that voluntarily separated from the City and subsequently rehired by the City within one calendar year of his/her separation date, the City will pay the employee's share of CalPERS contributions in the same manner as done prior to the separation.

9. PERS RETIREMENT PLAN

Employees hired prior to December 23, 2011, shall continue to participate in the PERS 2.7% @ 55 Benefit plan with Highest Year Pay Calculation (with Employer Paid Member Contribution [EPMC] for those employees hired prior to July 1, 2009).Employees hired after December 23, 2011, shall participate in the PERS 2.0% @ 55 Benefit plan with 3-

year Average Pay Calculation.

The City provides retirement benefits for all employees through the Public Employees Retirement System (PERS). The City pays both the employee's and employer's contributions into the plan for employees hired prior to July 1, 2009. Employees hired on or after July 1, 2009, pay their own employee's contribution into the plan, under the provisions of Internal Revenue Code Section 414 (h) (2) for pretax contributions. This does not apply to promotional hires, whose original hire date was prior to July 1, 2009. At its option, the City may change its retirement system provider upon adoption by the City Council. Prior to any changes in retirement benefits, those eligible for retirement must be notified at least 30 days in advance. Current retirement benefits are available as follows:

A. Career Full-time Employees hired prior to July 1, 2009 receive fully-paid PERS retirement benefits. Career Full-time Employees hired on or after July 1, 2009, pay for their own employee's contribution for PERS retirement benefits, under the provisions of Internal Revenue Code Section 414 (h) (2) for pretax contributions, and at no point will the employer pay any portion of the employee's contribution.

B. Career Part-time Employees hired prior to July 1, 2009 receive fully paid PERS retirement benefits after 1,000 hours. Before that point, the employee will have the employee's portion deducted from salary. Career Part-time Employees hired on or after July 1, 2009 pay for their own employee's contribution for PERS retirement benefits, under the provisions of Internal Revenue Code Section 414 (h) (2) for pretax contributions, and at no point will the employer pay any portion of the employee's contribution.

C. Part-time/Seasonal. Temporary Employees, and Crossing Guards who are not eligible for PERS, are required to contribute 7.5% of earnings to a PST "457" deferred compensation program. Contributions to this plan will be made through payroll deduction. Employees eligible for participation in the PERS retirement plan (after 1,000 hours worked in a fiscal year) are responsible for the cost of their employee portion of PERS payment.

PERS refunds may be issued ONLY if the member has permanently separated from all PERS-covered or reciprocal employment. Or, if members have been on an unpaid leave of absence for at least six (6) months, they may request a refund of their contributions prior to returning to active employment.

Any employee hired prior to July 1, 2009, if promoted on or after July 1, 2009, will still be eligible for all benefit rates provided for employees hired prior to July 1, 2009 for the bargaining unit the employee is in on or after July 1, 2009.

For employees hired prior to July 1, 2009, that voluntarily separate or are laid off from the City and are subsequently rehired by the City within one calendar year of his/her separation date, the City will pay the employee's share of CalPERS contributions in the same manner as done prior to the separation.

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10. MEETINGS

Employees designated as DM and PAM shall be allowed one hour of paid release time to attend employee relations meetings twice per year. Additional release time for employee relations purposes may be granted by the City Manager upon request.

11. FORFEITED LEAVE BALANCES

During the term of this agreement, if any PAM or DM employee is laid off as the result of a reduction in force and subsequently forfeits any unused sick leave pursuant to City personnel rules, and that employee is later re-called to work within the period provided for in Section 15 (Recall Period) of this MOU, that employee shall have any forfeited sick leave reinstated to a frozen sick leave account established in his/her name. Existing City rules for the use of frozen sick leave will continue to apply to these accounts.

12. ANNUAL LEAVE

The City's existing Annual Leave program shall be modified as follows:

A. The limit of accrued Annual Leave will be 1,664 hours for employees hired prior to September 30, 2011, and 800 hours for employees hired on or after September 30, 2011. Once an employee reaches his/her respective cap, annual leave accruals will be suspended.

B. 100% of accrued Annual Leave balances shall be paid in full at the time of separation.

C. Career employees accrue annual leave time based on their years of service and employee group. The annual accrual rate is listed below:

All Employees (hired prior to 9/22/1992)

	11+ years
PAM	332 hours
DM	352 hours

Tier I and II employees (hired prior to 9/30/2011)

Employee Group	*0-5 years*	*6-10 years*	*11+ years*
PAM	252 hours	292 hours	316 hours
DM	272 hours	312 hours	336 hours

Tier III employees (hired on or after 9/30/2011)

Employee Group	*0-5 years*	*6-10 years*	*11+ years*
PAM	234 hours	274 hours	314 hours
DM	252 hours	292 hours	332 hours

D. During each calendar year, each full time career employee shall use a minimum of 80 hours of annual leave.

E. Authorized Holidays are as follows:

New Year's Day
Martin Luther King, Jr. Birthday
Presidents Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving
Day after Thanksgiving
Christmas Holiday (2 days)

F. Employees will be paid Holiday Pay for all working hours scheduled to be worked on a holiday. Thus, career, Full-Time Employees will be paid ten hours on a holiday that falls on a ten hour work day, nine 1/2 hours on holidays that fall on a nine 1/2 hour work day, eight hours on holidays that fall on an eight hour work day, or the appropriate number of hours for any schedule identified within Section 5 of this agreement. This only involves official holidays as recognized by the City. Two floating holidays will be credited at 8 hours and will continue to be included in Annual Leave accrual rates as described in Section C above.

G. When a holiday falls on an employee's furlough day or regular day off the employee shall be credited with the appropriate number of hours in his/her Holiday Leave Bank. Hours will be credited as described in Section F above. Unless otherwise noted in this MOU.

H. At retirement, Frozen Sick Leave balance (sick leave accrued prior to December 14, 2007) will be paid as elected by the employee per the following formulas:

1. 70% PERS Service Credit with 30% Cash Out
2. 80 % PERS Service Credit with 20% Cash Out
3. 90 % PERS Service Credit with 10% Cash Out
4. 100 % PERS Service Credit with 0% Cash Out

Upon separation, employees shall be paid for 40% of Frozen Sick Leave. The remaining 60% shall be forfeited. The exception shall be those employees with sick leave balances "frozen" as of 9/22/92. For those employees, upon retirement, 40% of remaining "frozen" sick leave shall be available for use as PERS service credit while the remaining 60% shall be paid out in cash. Employees not retiring under the City's CalPERS contract shall forfeit the 40% of "frozen" sick leave.

13. VEBA CONTRIBUTION

The City contribution toward individual VEBA accounts for employees hired prior to September 30, 2011 shall temporarily be made at 50% of the full contribution, with the temporary monthly contributions being $37.50 for full-time permanent employees. For employees hired on or after September 30, 2011, the VEBA shall be fully funded at $75 per month for full-time permanent employees.

The purpose of the VEBA is to provide employees with the ability to plan for future as well as current health care expenses as included under section 213 of the Internal Revenue Code.

Employees realize a significant benefit under this Plan as eligible contributions to a VEBA Trust and the reimbursed expenses from the VEBA Trust are tax exempt.

A. All members of the Moreno Valley Management Association are eligible to participate in the program and are given a one-time option of participating or not participating in the program. The option must be exercised within fifteen (15) days of its offering and is irrevocable.

B. Levels of contribution for the duration of the current agreement between the parties, for all participants, are as follows:

   Mandatory deduction from salary: $25.00 per pay period.

   or in the alternative, contribution amounts within the unit may be made, if the particular sub-unit is composed of a minimum of three employees, by years of service:

0-5 years	$ 25.00 per pay period
6-10 years	$ 25.00 per pay period
11-15 years	$ 25.00 per pay period
16+ years	$ 25.00 per pay period

C. In addition, participating employees' final accrued Annual Leave shall be allocated to their respective individual VEBA accounts as follows:

   10% of payable hours on record at time of separation of employment which is defined as retirement, resignation, or termination of employment from the City of Moreno Valley.

D. All employee contributions made to a VEBA account shall comply with applicable IRS Codes. If The Internal Revenue Service concludes that a portion of the VEBA Program does not qualify under the requirements of the Tax Code, or the Plan no longer qualifies, the City shall meet with the Moreno Valley Management Association and discuss options to bring the Plan into compliance, or discontinue the Plan.

14. POST RETIREMENT MEDICAL BENEFIT

City Paid Retiree Medical Benefit: Effective January 1, 2001 the City shall pay a minimum of the monthly fee required by PERS for enrollment of retirees as required under the Public Employees' Medical and Hospital Care Act (PEMHCA) for employees who retire from the City of Moreno Valley under the CalPERS program.

Employees hired prior to September 30, 2011 who retire under the CalPERS retirement benefits system with a minimum of five full-time years of service with the City, shall also be eligible to receive a benefit which is the lesser of the cost of medical coverage for the retiree and spouse, or a maximum employer contribution of $318.73 per month.

To receive the Retiree Medical Benefit, the retiree must submit documentation of payment for medical insurance coverage. Documentation for those enrolled with PERS Health is provided by PERS. In the event of the retiree's death, the surviving spouse continues to be eligible to receive the benefit.

Employees hired on or after September 30, 2011 will not be provided the City paid retiree medical benefit described in the above. For these employees, the City will pay $75 per month towards active employees' Voluntary Employee Benefits Association (VEBA) account for retirement health insurance expenses. Employees must serve a minimum of five years of full-time employment with the City in order to become vested and eligible to use their VEBA account upon retirement.

All employees who retire under both the City of Moreno Valley and CalPERS retirement benefits system are eligible to participate in the CalPERS medical insurance program under the Public Employees Medical and Hospital Care Act (PEMCHA), and the City pays the monthly minimum fee required for each retired City of Moreno Valley employee who participates in PEMCHA.

Retirees must convert to Medicare at age 65.

15. LAYOFFS/REDUCTIONS-IN-FORCE/RECALL

The City Manager may lay off permanent and probationary workers at any time for lack of work, budgetary reasons, technological changes, or other City actions that necessitate a reduction in the work force. At least four weeks' notice shall be given to any employee who is to be laid off. At the City Manager's discretion, a demotion or transfer to another department or classification may be made to prevent a layoff provided the employee is qualified by education and/or experience and is capable of performing the duties of the

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classification. The Department Directors, in consultation with the Administrative Services Director, and as approved by the City Manager, will effect the layoffs.

15.1 Reduction in Force:

When it becomes necessary to reduce the work force in the City, the City Manager shall designate the job classification, division, department, or other organizational unit in order to effect a, reduction in the work force. Contract, temporary, seasonal, or initial probationary employees in the same job classification(s) proposed to be reduced within the City shall be laid off first. Probationary promotional employees who are laid off shall be returned to their former classification. Employees who accept lower positions or transfers in lieu of lay-off shall be placed at a pay level within the salary range of the new position which yields a salary closest to current salary,

15.2 Order of Layoff for MVMA Employees:

The order of layoff of MVMA unit career employees shall be made in accordance with a system which favors retention of the more meritorious employees, based upon evaluation of the following factors in the listed order of implementation:

A. An overall rating of "unsatisfactory" or "needs improvement" on the most recent performance evaluation once finalized and filed in Human Resources except when an employee has less than one year seniority with the City. In that case, only seniority will be used.

B. Documented disciplinary actions during the preceding twelve (12) months.

C. Seniority (length of service in a career position):

1. in the city
2. in the classification
3. in the department

For MVMA employees who are equal in performance and seniority, as established in A-C above, preference will be given to those with proof of honorable military discharge,

15.3 Seniority:

Seniority is determined from the day of official appointment to a City department as a career employee, provided that any career employee, who, as a result of promotion, transfer, or voluntary demotion, is appointed to a career position in another department, shall for purposes of layoff, carry seniority previously acquired over to the new department.

Seniority shall continue to accrue during periods of Annual Leave, layoff not exceeding three (3) years, any authorized leave of absence of less than three (3) months, or any call to military service for the duration of the call to duty. Seniority shall not accrue during any other break in continuous service.

15.4 Other Policies:

The City may call back as a temporary employee, within the first year after layoff, any laid off employee who is on the recall list when the employee is qualified to fill a vacancy of a full time position.

Any employee who receives an involuntary transfer shall have the option to be reinstated to a vacated position in the classification from which said employee was involuntarily transferred for up to six (6) months from the effective date of the involuntary transfer in the event of layoff.

An employee who chooses to terminate and have his/her name placed on the Reinstatement List under this section shall notify the department in writing of his/her decision at least three (3) working days prior to the effective date of reassignment. Such termination shall be on the same date as the reassignment would have been effective.

15.5 Recall Period:

The recall period for employees laid off prior to June 30, 2011 shall be two years from the date of their layoff. The recall period for employees laid off on or after June 30, 2011, shall be three years from the date of their layoff.

15.6 Recall List:

The name of every career employee who is laid off, transfers, or elects to demote to a formerly held classification in the same department for longer than one pay period due to a Reduction-in-Force, shall be placed on the Recall List, except that the names of those MVMA unit employees laid off under Sections A & B under in "Order of Layoff for MVMA Employees" above, shall not be placed on the recall list. Vacancies to be filled within a department shall be offered to individuals named on the Recall List who, at the time of the Reduction-in-Force, held a position in the same job classification within the department as the vacancy to be filled. Order of recall shall be same as order of layoff.

A. Individual names may be removed from the Recall List for any of the following reasons:

- The expiration of three (3) years from the date of placement on the list, effective June 30, 2011.
- Re-employment with the City in a career full-time position in a department other than that from which the employee was laid off.
- Failure to respond within 14 calendar days of mailing a certified letter regarding availability for employment.
- Failure to report to work within 14 calendar days of mailing of a certified letter containing a notice of reinstatement to a position, absent mitigating circumstances.

- Request in writing, including e-mail, to be removed from the list.

In the event of a vacancy, if there are no individuals on the recall list who formerly occupied the vacant classification, those individuals on the recall list who possess the necessary qualifications for the vacant classification shall be eligible for recall to the vacancy. Eligibility order shall be the same as the order of lay-off.

No person from outside City employment shall be hired in a career position in the deleted classification until all those displaced due to layoffs or transfers are recalled to their former classification or one classification lower in the same career ladder as the one in which the employee was laid off.

15.7 Status on Re-employment:

Effective June 30, 2011, a career employee who has been laid off or terminates in lieu of reassignment and is re-employed in a career position within three (3) years from the date of his layoff or termination shall be entitled to:

A. Buy back and thereby restore all or a portion of Annual Leave credited to the employees' account on the date of layoff or termination and at the same rate as it was sold originally. This restoration must be requested in writing within 30 days of returning to work and must be fully paid back within six (6) months of the return to work.

B. Restoration of seniority accrued prior to and accrued during layoff.

C. Credit for all service prior to layoff for the purpose of determining the rate of accrual of Annual Leave.

D. Placement in the salary range as if the employee had been on a leave of absence without pay if he/she is reinstated to the same job classification in the same department from which he/she was laid off or terminated.

E. In accordance with CalPERS regulations, restoration to the same level of CalPERS benefits and City paid member contribution that the employee received prior to being laid off or terminated.

F. Restoration to the same level of flexible benefits (i.e. benefit bank) that the employee received prior to being laid off or terminated.

15.8 Continuation of Benefits:

Those who are laid off shall have their medical insurance benefits continued to the end of the second month following the date of their layoff in the event that they are not covered by another medical plan at that time.

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16. WORKPLACE IMAGE

The City's Image policy will permit denim pants on Thursday subject to reasonable quality standards established by the Human Resources Department prior to implementation.

17. EXEMPT TEMPORARY EMPLOYEES

The City may exempt temporary employees from the PERS Contract and add a PERS payroll code to simplify payroll.

18. DIRECT PAYROLL DEPOSIT

The City may require the use of Direct Payroll Deposit as a condition of employment for employees hired after September 30, 2011.

19. OTHER BENEFITS

There shall be no other reductions in City paid benefits during the term of this agreement.

20. RE-OPENER CLAUSE

The parties recognize that the economic enhancements included in this Updated Agreement constitute the final economic enhancements to occur during the term of the current MOU which expires on June 30, 2015. Parties retain their respective prerogative to request re-openers on Personnel Rules and Regulations issues, and any other topics of mutual consent during the term of this Agreement.

Discussions will commence within 30 days of the request by either party pursuant to the provisions of this Section.

21. PARITY

During the term of this agreement, MVMA shall have the right to incorporate into this agreement the comparable value of any additional economic enhancements agreed upon between the City of Moreno Valley and the Moreno Valley City Employees Association (MVCEA).

22. PROBATIONARY PERIOD

The first twelve (12) months, or any duly extended longer period, of all new employment in a career position shall be deemed a probationary period. The first six (6) months, or any duly extended longer period, of all promotional employment in a career position shall be deemed a probationary period. The probationary period shall commence upon the effective date of the appointment.

During the probationary period, an employee may be terminated without the right of appeal, hearing or resort to any grievance procedure if his or her performance is deemed in any way unsatisfactory or below City standard by the City Manager, upon recommendation of the Department Head. At the conclusion of the probationary period, if the employee's performance does not meet City standards but is not altogether unsatisfactory, the probationary period may be extended up to an additional period of the same duration, at the discretion of the City Manager.

The decision to extend the length of an employee's probationary period must be based on justifiable reasons and must be made prior to the expiration of the original probationary period. Such a decision shall not be appealable or grievable.

Before an employee may promote, they must first successfully complete original probation. An employee who fails to complete his or her promotional probationary period satisfactorily shall be reinstated to the position in the same classification from which he or she was promoted unless discharged from City service as provided in the City's Personnel Rules.

23. PERFORMANCE EVALUATIONS

Meaningful performance feedback is critical to the City's success in delivery of service to Moreno Valley residents. Evaluations must recognize individual employees' distinct accomplishments and hold each employee accountable for fulfilling his/her assigned duties in a professional manner.

a. To assist in meeting this essential management responsibility, the City will engage the services of a consultant with extensive public and private sector experience to review the City's current process and recommend a specific training regimen for all raters.

b. Success in this area will require that Managers, at all levels, are held accountable to provide employees with ongoing verbal feedback and meaningful performance evaluations which:

    1) Reflect unique performance levels of each rated employee;
    2) Represent the culmination of ongoing verbal feedback provided throughout the rating period; and
    3) Are reviewed and approved by Department Directors prior to being presented to rated employees (to ensure that raters are meeting the City's commitments as outlined herein).

24. LABOR-MANAGEMENT COMMITTEE

Subject to concurrence by the Moreno Valley City Employees Association (MVCEA), a Labor-Management Committee Co-Chaired by the MVCEA and MVMA

Presidents/designees and the Administrative Services Director will meet as needed to discuss the implementation of meaningful employee performance feedback and review, including accountability guidelines.

25. PUBLIC SERVICE RECOGNITION

In the paychecks issued closest to December 1, 2013 and December 1, 2014, each MVMA member will receive a payment of $500. Career part-time employees accrue this additional benefit on a prorated basis ($250).

26. MANAGEMENT ACCOUNTABILITY

Managers and supervisors will uphold performance and conduct standards for all employees. Key areas of concern include, but are not limited to: performance, attendance, and adherence to City policies.

27. RATIFICATION AND EXECUTION

The City and MVMA acknowledge that this Memorandum of Understanding shall not be in full force and effective until ratified by the bargaining unit and approved by the Moreno Valley City Council. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and Association, and entered into this ____ day of _____ 2013.

For City:	For MVMA:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: June 25, 2013

TITLE: AMENDMENT TO CHAPTER 6.02 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE AND ADOPTION OF THE PROPOSED ORDINANCE RELATED TO ILLEGAL HAULING AND COMMERCIAL RECYCLING BIN SCREENING

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Introduce the proposed Ordinance No. 866 amending Municipal Code Section 6.02. An Ordinance of the City Council of the City of Moreno Valley, California, Amending Section 6.02 of Chapter 6 of the City of Moreno Valley Municipal Code Relating to Refuse Collection, Transfer and Disposal.

BACKGROUND

There is an existing need within the City's solid waste program to strengthen illegal hauling prohibitions and procedures, provide exemptions for the screening of commercial recycling bins, and update definitions.

Currently the Municipal Code prohibits any person from collecting any refuse for hire within the City at such times as there is in force a contract entered into by the City with any contractor for the collection and disposal of refuse of the City or its inhabitants (Section 6.02.070). However, the Code also includes exemptions for certain groups that are not prohibited from collecting refuse for hire. The current exemptions are:

- Contractors or builders removing debris, rubbish and trash from construction sites

- Any persons holding a valid City business license to engage in the nursery or gardening business, to remove shrubbery, grass, tree cuttings, tree trimmings or other agricultural debris from property
- Any persons holding a valid City business license to engage in the removal of industrial wastes
- Any persons holding a valid City business license to engage in the removal of large or oversized items of solid waste

Staff recommends the modification of these exemptions. Such modification will avoid the loss of franchise fees not collected from waste being hauled by haulers not franchised by the City. Additionally, the current franchise agreement grants Waste Management, Inc. exclusive rights for the collection, transportation, recycling, composting, and disposal of various types of waste including Construction and Demolition Waste and Green Waste. However, the Municipal Code exemption for contractors, builders, and nursery/gardening businesses limits these exclusive rights. The modified exemptions will create consistency with the exclusive rights granted in the Franchise Agreement.

The recommendation of staff is to modify the list of exemptions and limit exemptions to the following:

- Contractors completing public improvement or utility work within the existing public right-of-way and/or easements
- Cases where the placement of a stationary bin is not feasible due to the project scope and/or operations
- Cases where the materials that the owner seeks to recycle are not recyclable by the franchise waste hauler, as determined by the City Manager or his or her designee
- Persons holding a valid City business license to engage in the removal of special wastes or large or oversized items of solid waste

This will allow exemptions for currently existing programs, such as the Capital Improvement Projects and work performed by utility companies. Additionally, it will allow special cases to be exempted on a case-by-case basis.

In addition, it is recommended to provide an allowance for commercial customers to place their recycling dumpster outside any screening in cases where space constraints or the nonexistence of trash enclosures would otherwise prohibit commercial and industrial businesses from participating in the Waste Management Commercial Recycling Program. This will allow such commercial customers to comply with regulations set forth in the State of California's mandatory commercial recycling legislation while also maintaining compliance with the City's Municipal Code.

Lastly, there is a need to establish a uniformity of technical definitions in the Municipal Code to be consistent with the technical definitions within the Franchise Agreement.

DISCUSSION

This ordinance modification will establish a procedure for the proper notification and confiscation of bins which are being used for illegal hauling purposes. Violators of the City's illegal hauling prohibitions will be subject to an administrative citation and penalty consistent with an infraction of the Municipal Code. As detailed in Attachment "1" (Proposed Ordinance), owners of illegal bins will have three days from the date of the notice posting to remove the bin, after which the bin will be confiscated. No bin will be confiscated without approval of the City. No bin will be confiscated prior to obtaining a warrant, if the bin is located on private property, unless exigent circumstances exist. The owner will have 30 days to claim the confiscated bin and pay all fees.

The City's franchise waste hauler will be utilized to confiscate, transport and store bins upon City authorization. New fees are proposed to be placed on the fee resolution for fiscal year 2013/2014 to complement these new procedures. These fees are in addition to any penalty associated with the administrative citation, and the amounts of such fees are noted below:

Confiscation of Bin (1 ½ yard – 6 yard)

- Hauling & Disposal – $97.62
- Storage – $25.00

Confiscation of Bin (10 yard – 40 yard)

- Hauling & Disposal – $457.62
- Storage – $75.00

It is important to note that the changes recommended will not alter the ability for residents to obtain a self-haul permit. There will also be no financial impact on any of the residential or commercial accounts. The financial burden on the illegal hauling prohibition procedures will be placed on those non-franchise haulers who violate the Municipal Code.

In regards to accommodating commercial recycling customers, an exemption from the screening requirement for commercial recycling bins is proposed. This exemption would be limited to existing commercial properties that either have no existing trash enclosure/screening element or have trash enclosure(s)/screening element(s) of a size that are not sufficient to accommodate both a commercial trash bin and a commercial recycling bin. At such time that any exempted property applies for major entitlement or expands by more than 50%, a condition of approval to construct a larger enclosure capable of accommodating two bins may be identified.

The approval of the Municipal Code modifications and fees identified will establish the basis for a stronger illegal hauler enforcement program and facilitate compliance with mandatory commercial recycling requirements.

ALTERNATIVES

Staff recommends that the City Council:

1. Introduce the proposed ordinance and adopt the ordinance after the second reading on July 9th, 2013. ***Staff recommends this alternative. This would limit the loss of potential franchise fees, supports the exclusive rights identified within the Franchise Agreement, and facilitates the ability of local businesses to comply with the State of California mandatory commercial recycling legislation.***

2. Direct staff to make changes to the ordinance and return to a City Council meeting or study session on a later date with a revised Ordinance.

3. Take no action. The existing ordinances will remain in effect. ***Staff does not recommend this alternative. This will maintain the current exemptions, continue the loss of potential franchise fee revenue, maintain limitations on the franchise hauler's exclusive rights identified within the Franchise Agreement, and maintain a barrier in the ability of local businesses to comply with the State of California's mandatory commercial recycling legislation.***

FISCAL IMPACT

There are potential franchise fees that will be generated from the Construction and Demolition Waste and Green Waste not currently collected by the City's franchise hauler. All Hauling/Disposal and Storage fees collected will be utilized to pay for related services provided by the franchise waste hauler. There will be no rate increase to trash service to any customer in Moreno Valley.

CITY COUNCIL GOALS

Community Image, Neighborhood Pride and Cleanliness - Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

Revenue Diversification and Preservation – Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

NOTIFICATION

Publication of the City Council Agenda.

ATTACHMENTS

Attachment 1 – Proposed Ordinance

Prepared By:
Ariana Ayala
Management Analyst

Concurred By:
John Terell
Interim Community & Economic Development Director

Concurred By:
Robert R. Lemon
Maintenance & Operations
Division Manager

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

ATTACHMENT 1

ORDINANCE NO. 866

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 6.02 OF CHAPTER 6 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO REFUSE COLLECTION, TRANSFER AND DISPOSAL

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1. MUNICIPAL CODE AMENDED:

Section 6.02 of Chapter 6 of Title 1 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

"6.02 REFUSE COLLECTION, TRANSFER AND DISPOSAL

6.02.010 Findings.

The city council makes the following findings:

A. Refuse collection, transfer and disposal services within the city were provided pursuant to nonexclusive permits, all of which expired by their own terms after December 31, 1985.

B. It is in the best interests of the public health, safety and welfare that refuse collection, transfer and disposal services within the city be provided either by city officers and employees directly, or by exclusive contract with a qualified provider of such services.

6.02.020 Definitions.

For the purpose of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

"Bins" means those containers provided by the city's franchise hauler for commercial, industrial, construction and multifamily residential uses. Bins are of two types: (i) bins (usually three cubic yards in size) which are picked up by refuse trucks by means of front loading apparatus; and (ii) roll-off bins (usually forty (40) cubic yards in size) which are picked up by trucks using rear loading winches onto rails.

"Bulky Waste" means discarded furniture (including chairs, sofas, and mattresses; rugs); appliances (including refrigerators with freon, ranges, washers, dryers, water heaters, dishwashers, air conditioner units with CFCs, televisions,

electronic appliances, small household appliances and other similar items commonly known as "white goods"), waste tires, and oversized yard waste such as tree trunks and large branches if no larger than two feet (2) in diameter and four feet (4) in length and similar large items discarded from residential service recipients; "Bulky waste" does not include large items such as car bodies, camper shells, mobile homes, trailers, Jacuzzi tubs or spas, or any other item that cannot be safely lifted and collected by one person. In addition, bulky waste do not include any hazardous waste, special waste, or any other item or items that in the future may be banned by regulation.

"City" means the city of Moreno Valley.

"City manager" means the city manager of the city or his duly authorized representative.

"Collector" means, depending upon the context in which used, either the city or a contractor.

"Construction material" means discarded material from the construction or destruction of buildings, roads and bridges, to include concrete, rocks, asphalt, plasterboard, wood, and other related construction material.

"Contractor" means a person, persons, firm or corporation authorized by contract with the city to provide single-family residential, multi-family residential, commercial or industrial (roll-off) refuse collection services within the city.

"Dump or dumping" means placing, depositing, discarding and/or storing of any items of solid waste, hazardous waste, green waste, garbage, special waste, medical waste, rocks, or dirt, or of any vehicles which do not have value beyond scrap value or which are inoperable and unlicensed or which are considered abandoned due to the surrounding conditions.

"Garbage" means the putrescible animal, fish, fowl, food, fruit or vegetable matter resulting from the cultivation, preparation, storage, handling, decay or consumption of such substance.

"Green waste" means all forms of biodegradable plant material which can be placed in a covered container, such as tree trimmings, grass clippings, etc. Tree stumps and logs are not to be considered green waste unless they are reduced to a chipped form; they shall be considered bulky waste. Biodegradable plant material which is mixed with other kinds of refuse shall not be considered green waste.

"Hazardous waste" means any chemical compound, mixture, substance or article which, if improperly used, handled, transplanted, processed or stored, may constitute a hazard to health or may cause damage to property and contaminate the water table by reason of being explosive, flammable, poisonous, corrosive, radioactive, or otherwise harmful to the environment.

"Medical waste" means any materials of whatever nature normally disposed of in the course of, after, or as a result of any medical treatment or procedures or any administration of any legal or illegal drug or other substance to the body of humans or animals, including without limitation, medicines, syringes, hypodermic needles, body parts or fluids of humans or animals (and any other materials, such as bedding or clothing, containing or having been in contact with body fluids), medical implements, packaging from any such substances or materials, and other related materials, whether or not such items are the result of legal medical treatment or other legal or illegal activities.

"Place" or "premises" means every dwelling house, dwelling unit; apartment house or multiple dwelling building; trailer or mobilehome park; store; restaurant; rooming house; hotel; motel; office building; department store; manufacturing, processing, or assembling shop or plant; and every other place or premises where any person resides, or any business is carried on or conducted within the city.

"Private premises" means any privately owned real property, together with any structure thereon, whether inhabited or temporarily or continuously uninhabited or vacant, including the yard, grounds, walks, driveway, porch, steps, vestibule or entryway thereof and any off-street parking area.

"Public place" means any and all public streets, sidewalks, gutters, boulevards, alleys or other public rights-of-way and any and all public buildings, parks, squares, grounds and off-street parking areas, and all other publicly owned improved or unimproved real property.

"Recyclable Material" means a commodity which is sold for compensation (i.e. the generator receives a payment from the recycler net of any transportation or processing costs), or given away, but which is not discarded into the waste stream. A Recyclable Material which is not sold for compensation or given away, or which is discarded into the waste stream, loses its character as a Recyclable Material and becomes Recyclable Solid Waste subject to the definition in this code.

"Recyclables Container" shall mean containers provided and owned by city's franchise hauler for service recipients for the temporary accumulation of Recyclable Solid Waste.

"Recyclable Solid Waste" shall mean Solid Waste which contains Recyclables separated from the remaining Solid Waste stream in Recyclables containers. It includes all those materials to be collected under the city's existing recycling programs and shall consist of paper, cardboard, glass jars and bottles, aluminum/tin cans and PET (polyethylene terephthalate) and HDPE (high density polyethylene) plastic containers. It shall also include designation recyclable and reusable materials from demolition and construction waste as detailed in chapter 8.80.020 of the Municipal Code. Subject to City Council approval, the scope of this definition may be changed to exclude any of the materials listed above or to include other materials, provided that such changes in scope are made to account for changes in the market for recyclable materials.

"Recyclables" shall mean products or substances, including but not limited to paper, cardboard, metal, glass, plastic, or other substances capable of being re-processed, reused or resold, which have passed through their originally intended usage.

"Rubbish" means nonputrescible, useless, unused, unwanted or discarded material or debris, either combustible or noncombustible, including but not limited to, paper, cardboard, grass, tree or shrub trimmings, straw, clothing, wood or wood products, crockery, glass, rubber, metal, plastic, construction material and similar material.

"Solid waste" means and includes all putrescible and nonputrescible solid or semisolid wastes (including semiliquid or wet wastes with insufficient moisture so as not to be free flowing), garbage, rubbish, ashes, recyclable solid waste~~,~~ bulky waste, green waste, demolition and construction wastes and other discarded materials resulting from domestic, institutional, commercial, industrial, agricultural and community operations and activities. It shall not include Special Waste.

"Special waste" means and includes, but is not limited to, flammable waste, liquid waste, sewage sludge, dead animals, manure, radioactive, explosive substances, asbestos, pesticides, herbicides, fungicides, rodenticides and other hazardous materials.

"Standard container" means those containers approved by the city for normal curbside service to single unit residential premises. This includes automated containers as provided by the city's franchise hauler for collection of acceptable "solid waste", "recyclable solid waste", and "green waste". This definition expressly excludes the use of oil drums, grease barrels, plastic bags and cardboard boxes as collection containers.

6.02.030 Collection services.

A. The city shall provide for and furnish services relating to collection, transfer and disposal of solid waste within and throughout the city. Such services will be furnished either by city officers and employees directly, or by contract agent or agents of the city.

B. By appropriate resolution or contract, the city council may determine that all or part of the solid waste collection, transfer and disposal services shall be provided within the city by the city through its officers and employees or by an exclusive or nonexclusive contract with one or more qualified providers of such services. By the same resolution or contract, the city council may establish classes of recipients of such services and may mandate as to all or less than all of such classes that each member of the class shall make appropriate arrangements for regular solid waste collection services with the city or, when a contract for solid waste collection is in force, with an authorized contractor.

C. Every person having a duty, pursuant to subsection B of this section, to make or cause to be made arrangements for regular solid waste collection services, shall be liable for payment of the appropriate service fees and charges therefor to the same extent and at the same times, irrespective of whether the person has or has not made the appropriate arrangements for collection services in compliance with such resolution or contract. Whenever the fees or charges for such services have not been paid when due, all of the persons mentioned in Section 6.02.040(B) shall be jointly and severally liable for payment thereof (together with any applicable penalties and interest) irrespective of which person may have made any existing arrangements for collection services; provided, that an occupant of only a portion of a parcel of real property or premises shall be deemed liable only for the fees or charges, or portion thereof, attributable to collection services for refuse produced or to be produced or accumulated or to be accumulated by the occupant, and also upon all portions of the property occupied by the occupant.

D. Notwithstanding the foregoing provisions of this section relating to which persons are liable for payments for refuse collection services, pursuant to Sections 5473 and 5473a of the California Health and Safety Code, the city elects to have delinquent and unpaid fees and charges collected on the tax roll in the same manner, by the same person, and at the same time as, together with and not separately from, its general taxes. Delinquent and unpaid fees or charges shall mean those fees and charges for which services have been rendered but which have not been paid for more than sixty (60) days after the billing date.

E. The procedure for collecting delinquent and unpaid fees and charges on the tax roll shall be as follows:

1. City may cause a written report to be prepared each year and filed with the clerk which shall contain a description of each parcel of real property receiving such services and facilities and the amount of the delinquent fees and charges for each parcel for the year which remain outstanding, computed in conformity with the charges prescribed by this chapter. In addition to delinquent fees and charges, the amount may also include a ten (10) percent basic penalty for nonpayment of those fees and charges and, in addition, a penalty of one and one-half percent per month for nonpayment of those fees, charges and the basic penalty.

2. On or before August 10th of each year following the final determination of the delinquent charges, the city clerk shall file with the county auditor a copy of the report prepared with a statement endorsed on the report over his or her signature that the report has been finally adopted by the city council. (Ord. 524 § 1.2, 1997; Ord. 399 § 1.1, 1993; Ord. 361 §§ 1.1, 1.2, 1992; Ord. 54 § 1.1 (part), 1986)

6.02.040 Public nuisance.

A. It is unlawful, and a public nuisance, for any person to occupy or inhabit any property within the city for which appropriate arrangements have not been made

and kept in full force and effect for regular solid waste collection services, in compliance with Section 6.02.030(A) and (B).

B. An occupant of property shall be deemed to have complied with Section 6.02.030(A) and (B) if the owner of the property has caused to be made such appropriate arrangements for collection of solid waste upon all portions of the property occupied by the occupant. An owner of property shall be deemed to have complied with Section 6.02.030(A) and (B) if an occupant or occupants has or have caused to be made such appropriate arrangements for collection of all refuse upon all portions of the property. (Ord. 54 § 1.1 (part), 1986)

6.02.050 Containers.

A. It is the duty of every person in possession, charge or control of any place within the city, in or from which solid waste accumulates or is produced, to provide, and at all times to keep in a suitable place readily accessible to the collector, containers capable of holding without spilling all solid waste which would ordinarily accumulate on the premises between the time of two successive collections. At the time of collection, no containers to be emptied shall be located inside locked gates or doors or in a fenced or enclosed area used to restrain animals.

B. Every person in charge of a residence, commercial or industrial business shall deposit or cause to be deposited all solid waste in standard containers or commercial bins as approved by the city manager and the collector. No person shall maintain or place for collection any container not in conformance with the standard container designated in this section. Residences and dwelling units who have self-haul permits must furnish their own containers and shall be responsible for their maintenance, cleanliness and replacement. No container shall be placed adjacent to a street or public right-of-way for collection service more than twelve (12) hours prior to the normal collection time and shall be removed from the street or right-of-way location within twelve (12) hours after collection.

C. All persons in possession of any place within the city shall store standard containers or commercial bins on their properties, when not placed for collection, in a manner which will be screened from public view and which will not allow such containers or bins to roll, fall or protrude onto the public streets, sidewalks or alleys of the city. Any standard container or commercial bin which partially or wholly blocks or obstructs any public street, sidewalk or alley in violation of the foregoing requirement is a nuisance abatable under Section 1.01.250 and shall also subject the person responsible therefor, whether or not the owners thereof, to punishment under Section 1.01.200 et seq., whenever the standard container or commercial bin was placed in the public street, alley or sidewalk as a result of the intent or negligence of the person charged with the violation of this section. An exemption may be allowed to the requirement that commercial recycling bins be stored in a manner which will screen them from public view. In cases where existing trash enclosures do not allow adequate space to maintain two bins or in such cases where a commercial property has no existing trash enclosure. However, in no event will any exemption be allowed to the

requirement that commercial bins be stored in a manner that will not allow such containers to roll, fall, or protrude onto the public streets, sidewalks, or alleys of the City. Bins covered by this exemption shall be placed in such a manner as to minimize visibility from public view. Any such exemptions will be evaluated at such time that a property owner files for a major entitlement or the buildings on the property are expanded over 50%. In such cases, a condition of approval may be placed on the property to build larger enclosure(s) to accommodate both a trash and recycling bin.

D. It is unlawful for any person to place solid waste in, or to otherwise use the solid waste containers of another person, without the permission of such other person. (Ord. 324 § 1.1, 1991; Ord. 54 § 1.1 (part), 1986)

6.02.060 Frequency of collection.

A. Every person in charge of a residence or residences, whether single-family, multiple-family, commercial or industrial buildings, shall make arrangements with the collector, to have removed, not less than once a week, from the property upon which the residence, residences, commercial buildings, or industrial buildings are located, all solid waste created or produced or brought upon the premises. This provision, however, will not apply to food handling establishments, from which solid waste shall be removed or caused to be removed not less than twice a week. (Ord. 54 § 1.1 (part), 1986)

B. Every person, industrial or commercial customer shall have adequate services, as it pertains to the number/size of standard containers/bin(s) and the frequency of collection, and materials which are contained within the standard containers/bin(s) without causing an overflow of materials and meets the needs of the generation of waste produced.

6.02.070 Unlawful and prohibited acts.

A. The keeping of solid waste in containers other than those prescribed by this chapter, constitutes a public nuisance and may be abated in the manner now or hereafter provided by law for the abatement of nuisances. Section 6.02.070, paragraph A, shall not, however, be deemed to apply to any persons operating under a valid self-haul permit.

B. The keeping upon premises of solid waste which is offensive, obnoxious or unsanitary is unlawful, constitutes a public nuisance and may be abated in the manner now or hereafter provided by law for the abatement of nuisances.

C. It is unlawful for any person other than the person in charge of a residential, institutional, commercial, industrial or other premises or the person authorized by law to remove any container from the location where the container was placed by the person in charge for storage or collection, to remove any solid waste from the location in which the solid waste was placed by the person in charge for storage or

collection, without prior written approval of the person in charge of such premises.

D. No person shall place solid waste adjacent to or on a street or public right-of-way for collection or removal purposes without prior approval and arrangements with the collector.

E. It is unlawful for any person to place or deposit institutional, commercial or industrial solid waste in any container placed upon the public street by public authority, and meant primarily for the disposal of solid waste by pedestrians using the sidewalk.

F. No person shall burn any solid waste within the city, except in an approved incinerator or other device for which a permit has been issued by the building official, and which complies with all applicable permit and other regulations of air pollution control authorities, and provided any such act of burning in all respects complies with all other laws, and rules and regulations.

G. At such times as there is in force a contract entered into by the City with any contractor for the collection and disposal of solid waste of the City or its inhabitants, it is unlawful for any person other than the contractor or his agents and employees, to collect any solid waste for hire within the City. Additionally it is unlawful to place and/or maintain any container for the purpose of collecting solid waste for hire within the City. This section shall not, however, be deemed to apply to persons holding a valid City business license to engage in the removal of special wastes, or large or oversized items of solid waste, or to a contractor completing public improvement or utility work within existing public right-of-way and/or easements, or in cases where the placement of a stationary bin is not feasible due to project scope and/or operations, or in cases where the materials that the owner seeks to recycle are not recyclable by the franchised waste hauler, as determined by the City Manager or his or her designee.

H. It is unlawful for any person, other than the owner thereof, the owner's agents or employees, an authorized officer or employee of the city, or an authorized person employed by or representing a company holding a contract issued pursuant to this chapter, to do any of the following:

1. To take, remove or appropriate for his or her own use any salvageable, recyclable or other collected solid waste, or property which the owner discarded which has been placed in any street or alley for collection or removal, whether or not the solid waste has been placed in recycling or other permissible containers;

2. To take, damage or appropriate for his or her own use any container which has been placed in any street or alley for use in the collection of salvageable, recyclable or other solid waste.

6.02.075 Illegal dumping prohibited—Misdemeanor.

A. No person shall engage in dumping on any private premises owned,

possessed or controlled by any other person without the consent of that other person, nor shall any person engage in dumping in or on public places, except in permissible receptacles, as provided under this chapter for lawful pickup and disposal.

B. Dumping prohibited under this section, and the accumulation of any materials dumped upon any public or private property, are hereby declared to the public nuisances and may be abated as such pursuant to applicable provisions of this code and state law. The perpetrator of any dumping, as well as the owner of any private property subject to such abatement, shall be liable to the city for the costs of cleanup and abatement. Any such costs assessed to the owner of any private property upon which the abatement took place shall become a lien upon that property in accordance with applicable law.

C. Costs of abatement are in addition to any fine imposed upon conviction and are due and payable upon receipt of a written statement from the city setting forth such costs. Such costs under this chapter are a debt owing to the city and may be collected in the same manner as any other debt.

D. If a violation of this section presents an emergency condition which presents an imminent health and safety hazard to the citizens of the city in the reasonable judgment of the director of community development or his or her deputy appointed for such purposes, the director or his/her duly appointed representative may order the property owner to immediately abate such conditions or order immediately emergency abatement by the city. (Ord. 694 § 1.1 (part), 2005; Ord. 614 § 1 (part), 2002)

6.02.080 Special collections.

Subscribers to a solid waste disposal service may order special collections of such things as landscape trimmings, discarded furniture, and other items too large to fit in standard containers, subject to rates which have been established from time to time by the city council. (Ord. 54 § 1.1 (part), 1986)

6.02.090 Rates and schedules.

The city council shall establish by appropriate contract or resolution, the rate and collection schedules for solid waste collection services within the city. (Ord. 54 § 1.1 (part), 1986)

6.02.100 Collection equipment.

A. Each contractor shall provide sufficient collection equipment in accordance with the terms of the contract with the city authorizing such contractor to provide collection, transfer and disposal services.

B. Trucks used for the collection or transportation of solid waste shall be

leakproof and equipped with a close-fitting cover which shall be affixed in a manner that will prevent spilling, dropping or blowing of any solid waste upon the public right-of-way during collection or transportation.

C. All trucks used for collection or transportation of solid waste shall be maintained in a clean and sanitary condition, neatly and uniformly painted, and shall carry a shovel, broom and fire extinguisher.

D. The owner of each truck used for collection or transportation of solid waste shall have the owner's name, telephone number and truck number printed on each side of all trucks in letters not less than three inches high.

E. All solid waste conveying trucks, tanks, containers and other solid waste receptacles shall be cleaned and disinfected both on the inside and outside thereof at least once daily, and at all times shall be kept free from any solid waste on the outside thereof.

F. The collector shall maintain in good repair all containers furnished to commercial, industrial and institutional customers. (Ord. 54 § 1.1 (part), 1986)

6.02.110 Self-haulers.

Each person who is authorized to remove solid waste from his own premises shall deposit such solid waste only at authorized disposal or dumping sites and shall not deposit, leave, dump, drop, place or otherwise dispose of such solid waste upon any street, alley, waterway or other unauthorized lot or land within the city. (Ord. 54 § 1.1 (part), 1986)

6.02.111 Self hauling permit.

A. Any person in charge of a single-family residence desiring a self hauling permit to remove solid waste from his own premises shall obtain a permit from the city public works department, which shall issue such permit upon the payment of a fee as authorized by resolution of the city council, upon the showing that the proposed permittee owns an enclosed pickup truck or similar enclosed vehicle, and demonstrates proof of permittee's compliance with this chapter by providing weekly receipts from any County of Riverside landfill or other Riverside County licensed/permitted disposal facilities on a quarterly basis. The permit shall be subject to revocation if there be any violation of this chapter. The permittee shall have the right to dispute the revocation by an appeal to the director of public works or his designee within ten (10) calendar days notice of the proposed revocation. The decision of the director or his designee shall be final.

B. Any governmental agency which is located within the city and which demonstrates that it has the appropriate equipment to haul solid waste may be granted a self-haul permit. The city shall retain the right to request proof of the quantity, and

proper handling (e.g., Riverside County landfill receipts), of the solid waste by such governmental agency, as well as other statistical information necessary for the city's reporting requirements. This provision does not extend the right of any government agency to contract with an independent contractor, other than the city-approved contractor, to provide services under a self-haul permit. (Ord. 524 § 1.3, 1997: Ord. 337 § 1, 1991: Ord. 54 § 1.1 (part), 1986)

6.02.120 Audit of contractor's records.

Whenever the city enters into a contract which requires payments to be made to the city by the contractor a part of the consideration for authorizing the contractor to furnish solid waste collection services within the city, and whether or not such contract so provides, the payment shall be accompanied by a financial report on a form provided by the city manager covering the period of time related to the payment. The city manager may inspect the financial records of the contractor at any reasonable time in order to verify the contractor's financial report or may require the contractor to provide an audited financial report prepared by a certified public accountant. (Ord. 54 § 1.1 (part), 1986)

6.02.130 Illegal Hauling Provisions and Procedures

A. Any container not owned, placed, and serviced by the City's franchise hauler that is placed within the right-of-way, on private property, or on public property, for the purpose of collection of solid waste will be prima facie evidence of the owner of such containers engaging in the prohibited act of collecting solid waste for hire while a contract is in force with the City and a franchiser hauler for the collection and disposal of solid waste. Any such containers associated with the prohibited act of collecting solid waste for hire are considered a public nuisance and shall be subject to removal. The City will make a determination based on prima facie evidence that a contract for service is in effect if a container not owned by the City's franchise waste hauler is placed on private property or within the right-of-way. Consent must be obtained from a responsible person(s) prior to entering private property to perform an abatement, or an administrative inspection warrant and proper notice must be obtained as required by law.

B. The City Manager or his or her designee may cause the posting of a Notice to Remove, in a conspicuous place, on any container placed on any public or private property that is used for or is ancillary to any act in violation of any provision of this Chapter. Notices to Remove posted pursuant to the provisions of this section shall specify the nature of the violation and shall state that the container must be removed within three (3) calendar days from the date the notice is posted on the container or it may be removed and stored by the City or its designee, and the contents disposed of, at the expense of the owner of the container. The posting of a Notice to Remove shall constitute constructive notice to the owner and user of the container of the requirement to remove the container.

C. Independent of any criminal prosecution or the results thereof, the City is authorized and empowered to impound any unauthorized solid waste or recycling container to enforce the provisions in this Chapter. In carrying out a removal, the City shall follow the procedure established in this section.

D. If the container is not removed within three (3) calendar days after the posting or issuance of a Notice to Remove, the City Manager, or his or her designee, may direct the removal and storage of the container and the disposal of its contents by either the City or its designee. The City may employ the services of its franchise waste hauler or any other contractor properly equipped to remove said containers. No party, including the franchise waste hauler, shall remove a container without prior written authorization from the City Manager or his or her designee. Any person whose duty it is to enforce the provisions of this chapter may enter upon private property with the consent of the property owner, tenant or occupier, or by authority of a warrant, or without consent or a warrant if exigent circumstances exist.

E. In the event that a container is removed by the City and the identity of the owner of the container is known to the City Manager or its designee, the City Manager or its designee shall promptly cause notice to be issued to the owner by first class mail to claim the stored property. After a container has been removed by the City pursuant to a notice to remove, and following 3 calendar days after the mailing of written notice, the owner thereof shall be deemed to have actual notice of the provisions of this section. This notice requirement is not applicable in the event that the identity of the owner of the container cannot be determined following reasonable efforts by the City Manager or its designee to establish identity. If the container is not claimed within thirty (30) calendar days after removal and notice to the owner, if the identity of the owner is known, the container shall be deemed abandoned property and may be disposed of accordingly. The owner of any container may appeal the actions of the City Manager or its designee in removing a container, or the imposition or amount of any costs, in accordance with Sections 6.04.090.

F. In the event of a subsequent placement of a container owned by the same owner in violation of this Chapter, the City Manager or its designee may immediately, without the giving of notice under subsections B, direct the removal and storage of the unlawfully placed container and shall, in such case, give notice to the owner to claim the container. If the container is not claimed within thirty (30) days after removal and notice to the owner, if the identity of the owner is known, the container shall be deemed abandoned property and may be disposed of accordingly.

G. If the contents of the collection container include the presence of biodegradable wastes, hazardous constituents, or other environmental or sanitary threats, the City Manager may order the immediate appropriate disposition of the contents so as to protect the public's health and safety, and the

container's owner shall be liable for the costs and fees of disposal.

H. No container shall be released to its owner except upon written authorization of the City Manager or his or her designee. The owner of the container shall be responsible for payment of all related fines and to reimburse the City for the actual costs of the removal, storage and disposal of contents, and in addition any administrative and ancillary fees established by resolution of the City Council. All amounts due to the City, shall constitute a civil debt owed to the City by the owner, who shall be liable therefore in an action by the City or its designee for the recovery of such amounts. Notwithstanding the above, the City Manager or his or her designee may direct the release of a container without payment of costs or fees in the event that a determination is made that significant mitigating circumstances exist that relieve the owner of the container from the responsibility of the container being placed on private property or within the right-of-way for the apparent purpose of collecting solid waste for hire.

6.02.140 Penalties

Any person who violates any provision of this Chapter shall be guilty of an infraction or a misdemeanor in accordance with the provision of Section 1.01.200 and upon conviction of such violation shall be punished in accordance with the provisions of Sections 1.01.230(A) and 1.01.230(B). (Ord. 383 § 1.1, 1992: Ord. 54 § 1.1 (part), 1986)

SECTION 2 NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 3 EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 9th day of July, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 866 had its first reading on June 25th, 2013 and had its second reading on July 9th, 2013, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 9th day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

ORDINANCE NO. 870

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING ZONE CHANGE APPLICATION NO. PA13-0007, CHANGING THE LAND USE DESIGNATION FROM NEIGHBORHOOD COMMERICAL AND R15 TO R30 AND OPEN SPACE FOR APPROXIMATELY 10 ACRES LOCATED AT THE SOUTHEAST CORNER OF ALESSANDRO BOULEVARD AND LASSELLE STREET (ASSESSOR'S PARCEL NUMBER 486-280-044 AND A PORTION OF -043).

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1 GENERAL:

1.1 The applicant, Rancho Belago Developers, Inc., has filed application PA13-0007, requesting an amendment to Pages 98 and 99 of the City's Official Zoning Atlas, as described in this ordinance.

1.2 Pursuant to the provisions of the law, a public hearing was held before the City Council on June 11, 2013, for deliberations and decision.

1.3 The matter was fully discussed, and the public and other agencies presented testimony and documentation.

1.4 A Mitigated Negative Declaration is proposed for the project under California Environmental Quality Act (CEQA) guidelines.

SECTION 2 FINDINGS:

2.1 Based upon substantial evidence presented to this City Council on June 11, 2013, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies –The proposed Zone Change is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT:The project proposes a Zone Change from Neighborhood Commercial and R15 to R30 and Open Space for development of a 141 unit affordable apartment complex. Based upon the conclusions of a Focused Traffic Analysis prepared by Kunzman Associates, Inc., in April 2013 for the project, project traffic resulting from the proposed Plot Plan, Zone Change, and General Plan Amendment is less than traffic projections under the current land use and will not exceed General Plan build out projections for the project site. The proposed zone change establishes a mix of residential land use and open space that results in an

appropriate residential density and protection for the slopes and rock outcroppings that is consistent with the General Plan, and its goals, objectives, policies and programs.

2. Conformance with the Zoning Regulations –The proposed Zone Change is consistent with the purposes and intent of Title 9 of the City of Moreno Valley Municipal Code.

   FACT: The Zone Change application has met the City's Municipal Code and other regulations to change the zone. As proposed, the zone change from Neighborhood Commercial and R15 to R30 and Open Space for the approximately 10 acre project site is consistent with the purposes and intent of Title 9.

3. Health, Safety and Welfare –The proposal will not be detrimental to the public health, safety or welfare.

   FACT: The proposed Zone Change will not adversely affect the public health, safety or general welfare. An initial study of the potential environmental impacts of the amendment has been completed in accordance with the provisions of the California Environmental Quality Act (CEQA). A Mitigated Negative Declaration has been prepared, as there is no evidence that the proposed land use change will have a significant effect on public health or be materially injurious to surrounding properties or the environment as a whole.

SECTION 3 AMENDMENT OF THE OFFICIAL ZONING ATLAS:

3.1 The City of Moreno Valley Official Zoning Atlas, as adopted by Ordinance No. 359, on April 14, 1992, of the City of Moreno Valley, and as amended thereafter from time to time by the City Council of the City of Moreno Valley, is further amended by placing in effect the zone or zone classification as shown on the attached map (marked "Exhibit A" and included herein by reference and on file in the office of the City Clerk).

SECTION 4 EFFECT OF ENACTMENT:

4.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5 NOTICE OF ADOPTION:

5.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6 EFFECTIVE DATE:

6.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 25th day of June, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 870 had its first reading on June 11, 2013 and had its second reading on June 25, 2013, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of June, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

ZONE CHANGE

Application No. PA13-0007
APN's 486-280-044 and portion of -043
Ordinance No.

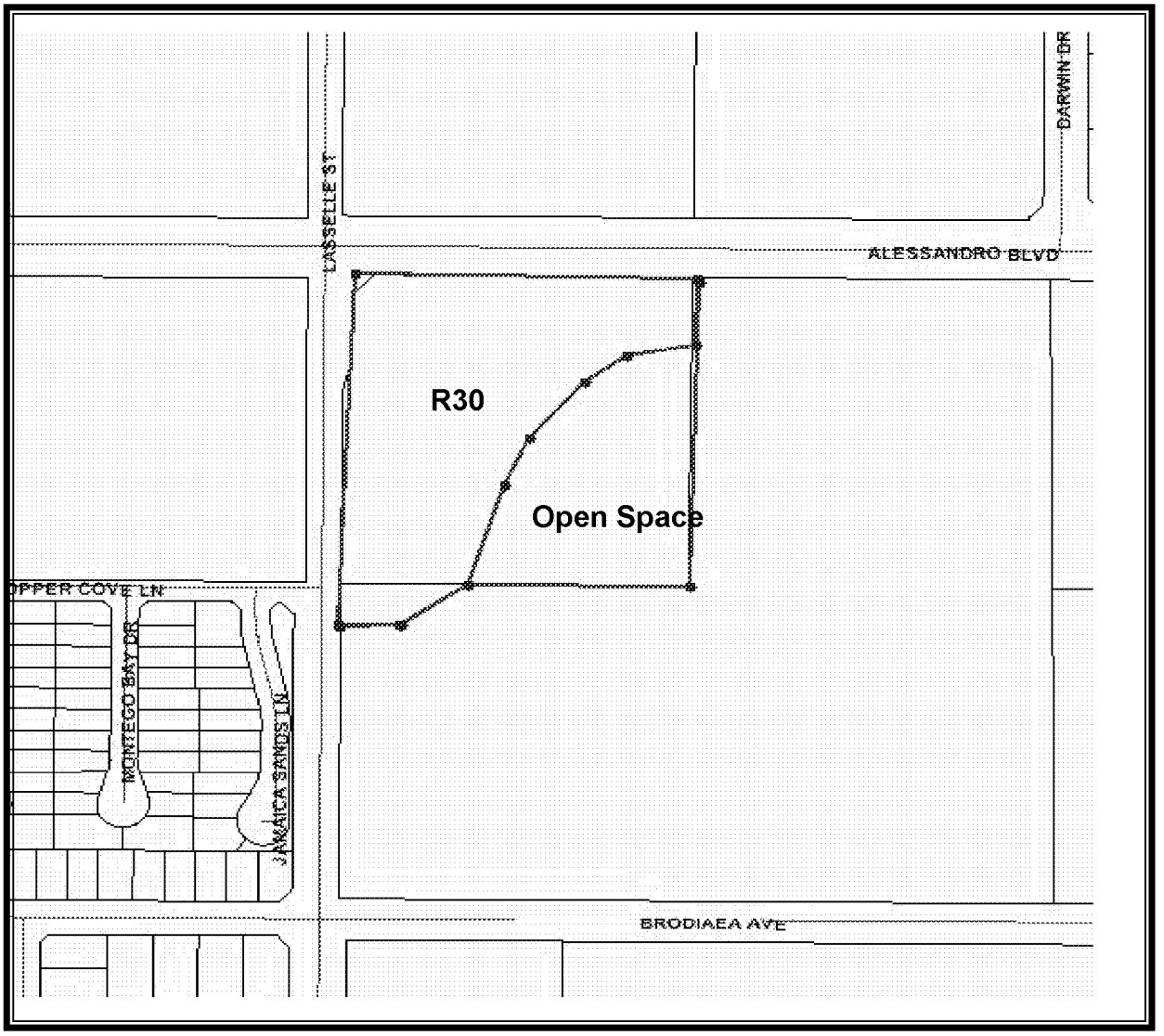

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ADOPTED_____

EFFECTIVE_____

AGENDA

CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

June 25, 2013

SPECIAL PRESENTATIONS – 5:30 P.M.
REGULAR MEETING – 6:00 P.M.

City Council Study Sessions
First & Third Tuesdays of each month – 6:00 p.m.
City Council Meetings
Second & Fourth Tuesdays of each month – 6:00 p.m.
City Council Closed Sessions
Immediately following Regular City Council Meetings and Study Sessions, unless no Closed Session Items are Scheduled

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3705 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Tom Owings, Mayor

Marcelo Co, Mayor Pro Tem
Jesse L. Molina, Council Member
Richard A. Stewart, Council Member
Victoria Baca, Council Member

MV00208146

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
June 25, 2013

CALL TO ORDER – 5:30 PM

SPECIAL PRESENTATIONS

1. Shor Denny - Safe Routes to School Award Presentation

AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
AND THE BOARD OF LIBRARY TRUSTEES

THE CITY COUNCIL RECEIVES A SEPARATE STIPEND FOR CSD MEETINGS

REGULAR MEETING - 6:00 PM
JUNE 25, 2013

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION - Pastor Mark Orellana - Victory Outreach

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority or the Board of Library Trustees requests that an item be removed for separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF JUNE 11, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

A.4 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY
(Report of: Public Works Department)

Recommendation:
1. Approve Resolution No. 2013-48 amending the Electric Rates for Moreno Valley Utility. A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates, and Electric Service Rules, Fees, and Charges for Moreno Valley Utility.

A.5 AUTHORIZE PLACEMENT OF AN OFFICER ON THE "WESTERN RIVERSIDE COUNTY POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM"
(Report of: Police Department)

Recommendation:
1. Approve the placement of an officer on the "Western Riverside

County Post-Release Accountability and Compliance Team" (WEST-PACT).

A.6 APPROVE EQUIPMENT LEASE AND PURCHASE OPTION AGREEMENT BETWEEN MUNI-FED ENERGY, INC. AND THE CITY OF MORENO VALLEY
(Report of: Public Works Department)

Recommendations

1. Approve Equipment Lease and Purchase Option Agreement between Muni-Fed Energy, Inc. and the City of Moreno Valley.

2. Authorize the City Manager to execute the Agreement on behalf of the City.

A.7 APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 4-MAINTENANCE MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14
(Report of: Financial & Management Services Department)

Recommendation:

1. Acting in its capacity as the legislative body of Moreno Valley Community Facilities District No. 4-Maintenance ("CFD No. 4-M" or "District") approve and adopt Resolution No. 2013-49. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Community Facilities District No. 4-Maintenance Maximum Special Tax Rate For Fiscal Year 2013/14.

A.8 APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 3 (AUTO MALL REFINANCING) MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14
(Report of: Financial & Management Services Department)

Recommendation:

1. Acting in its capacity as the legislative body of the Moreno Valley Community Facilities District No. 3 (Auto Mall Refinancing), adopt Resolution No. 2013-50. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Maximum Special Tax Rate for Community Facilities District No. 3 (Auto Mall Refinancing) for Fiscal Year 2013/14.

A.9 APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14
(Report of: Financial & Management Services Department)

Recommendation:

1. Acting in its capacity as the legislative body of the Moreno Valley Community Facilities District No. 87-1 (Towngate) adopt Resolution No. 2013-51. A Resolution of the City Council of the City Of Moreno Valley, California, Approving the Calculation of the Maximum Special Tax Rate For Community Facilities District No. 87-1 (Towngate) for Fiscal Year 2013/14.

A.10 APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) IMPROVEMENT AREA NO. 1 MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14
(Report of: Financial & Management Services Department)

Recommendation:

1. Acting in its capacity as the legislative body of the Moreno Valley Community Facilities District (CFD) No. 87-1, Improvement Area No. 1 to adopt Resolution No. 2013-52. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Maximum Special Tax Rate for Community Facilities District No. 87-1 (Towngate) Improvement Area No. 1 for Fiscal Year 2013/14.

A.11 APPROVAL OF THE CALCULATION OF THE MAXIMUM SPECIAL TAX RATE FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 5 FOR FISCAL YEAR 2013/14
(Report of: Financial & Management Services Department)

Recommendation:

1. Acting in its capacity as the legislative body of Moreno Valley Community Facilities District No. 5 adopt Resolution No. 2013-53. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Maximum Special Tax Rate for Moreno Valley Community Facilities District No. 5 for fiscal year 2013/14.

A.12 AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROJECT NO. WQB 12/13 CITY OF MORENO VALLEY LANDSCAPING AND IRRIGATION MAINTENANCE OF THE WATER QUALITY CONTROL BASINS
(Report of: Community & Economic Development Department)

Recommendations

1. Approve the Agreement for WQB-12/13 City of Moreno Valley Landscaping and Irrigation Maintenance of the Water Quality Control Basins with Excel Landscape, Inc., 710 Rimpau Ave., Suite 108, Corona, CA 92879 for landscape maintenance services of the water

quality control basins.

2. Authorize the City Manager to execute the Agreement for WQB-12/13 with Excel Landscape, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Excel Landscape, Inc. in the not–to-exceed (NTE) amount of $80,880.00 ($74,880.00 for base and $6,000.00 for additional work).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

A.13 P10-085 – ACCEPT THE AGREEMENT AND SECURITY FOR PUBLIC IMPROVEMENTS
(Report of: Community & Economic Development Department)

Recommendations

1. Accept the Agreement and Irrevocable Letters of Credit for Public Improvements for P10-085.

2. Authorize the Mayor to execute the agreement.

3. Direct the City Clerk to forward the signed agreement to the County Recorder's office for recordation.

4. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

A.14 TRACT MAP 31319 – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTIONS OF DUNLAVY COURT, INDIAN STREET AND HUBBARD STREET ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM
(Report of: Community & Economic Development Department)

Recommendations

1. Adopt the proposed Resolution No. 2013-54. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete Within Tract Map 31319 and Accepting the Portions of Dunlavy Court, Indian

Street, and Hubbard Street Associated with the Project into the City's Maintained Street System.

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the remaining Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.15 WASTE MANAGEMENT OF THE INLAND EMPIRE FY 2013/2014 RATE ADJUSTMENT
(Report of: Public Works Department)

Recommendation:

1. Approve the Waste Management of the Inland Empire proposed FY 2013/2014 Rate Adjustment.

A.16 ADOPT RESOLUTION OF THE CITY OF MORENO VALLEY SUPPORTING THE RE-DESIGNATION OF RIVERSIDE COUNTY AS A RECYCLING MARKET DEVELOPMENT ZONE DUE TO AN INCREASE IN BOUNDARIES
(Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2013-55. A Resolution of the City of Moreno Valley Supporting the Redesignation of Riverside County as a Recycling Market Development Zone Due to an Increase in Boundaries.

A.17 PA07-0165 (PM 35859) – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTIONS OF KNOX STREET, SAN MICHELE ROAD, NANDINA AVENUE AND PERRIS BOULEVARD ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM
(Report of: Community & Economic Development Department)

Recommendations

1. Adopt the proposed Resolution No. 2013-56. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete Within PA07-0165 (Parcel Map 35859) and Accepting the Portions of Knox Street, San Michele Road, Nandina Avenue and Perris Boulevard Associated with the Project into the City's Maintained Street System.

2. Authorize the City Engineer to execute the 90% reduction to the

Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.18 AUTHORIZATION TO AWARD AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES TO KTU+A FOR THE CITY OF MORENO VALLEY BICYCLE MASTER PLAN UPDATE - PROJECT NO. 801 0045 70 76
(Report of: Public Works Department)

Recommendations

1. Approve the Agreement for Professional Consultant Services with KTU+A, for the City of Moreno Valley Bicycle Master Plan Update project.

2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with KTU+A.

3. Authorize the issuance of a Purchase Order to KTU+A in the amount of $134,381.00 when the Agreement has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with KTU+A, up to but not to exceed the Purchase Order amount, subject to the approval of the City Attorney.

A.19 FINAL APPROPRIATION FOR CAPITAL PROJECTS FUNDED BY THE 2007 TAX ALLOCATION BONDS
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the final appropriation for capital projects funded by the 2007 Tax Allocation Bonds as presented in Attachment 1.

2. Approve the creation of the Capital Project Reimbursement Fund (Fund 3008) to record the receipt of federal, state and local project reimbursements and appropriate the revenues and expenses presented in Attachment 1 in the amount of $834,525.

A.20 RESOLUTION TO RATIFY THE APPLICATION FOR THE 2013 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM (JAG) AND TO ACCEPT THE $60,317 ALLOCATION TO THE CITY
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Approve Resolution 2013-58 to ratify the application by the Code & Neighborhood Services Division for the Edward Byrne Memorial Justice Assistance Grant (JAG) and to accept the $60,317 allocated to the City. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Grant Application Submitted by the Code & Neighborhood Services Division to the Office of Justice Programs for the Edward Byrne Memorial Justice Assistance Grant and Accept the $60,317 Allocation.

2. Authorize revenue and expenditure budget appropriations of $60,317 respectively to a new JAG Grant Fund for FY 2013-14.

A.21 AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES TO BURST COMMUNICATIONS, INC. FOR THE MVTV-3 BROADCAST EQUIPMENT UPGRADE PROJECT –
PROJECT NO. 803 0021 70 77
(Report of: Public Works Department)

Recommendations

1. Approve the Agreement for Professional Consultant Services with Burst Communications, Inc., 8200 S. Akron Street, Suite 108; Centennial, CO 80112, for the MVTV-3 Broadcast Equipment Upgrade Project.

2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with Burst Communications, Inc. in the form attached hereto.

3. Authorize the issuance of a Purchase Order to Burst Communications, Inc., totaling $460,000 ($450,720 plus $9,280 contingency) when the Agreement has been signed by all parties.

4. Authorize the Public Works Director / City Engineer to execute any subsequent related minor Amendments to the Agreement for Professional Consultant Services with Burst Communications, Inc. up to, but not to exceed, the contingency amount of $9,280, subject to the approval of the City Attorney.

5. Authorize the transfer of $500,000 within the Public / Education / Government Access Program (PEG) Fund from account 2011-16-16-16150-620910 to the CIP – Buildings account 2011-70-77-80003-720199.

A.22 SECOND AMENDMENT TO AGREEMENT WITH DMC DESIGN GROUP FOR MORENO TOWNSITE AREA STORM DRAIN AND MISCELLANEOUS STREET IMPROVEMENTS BETWEEN ALESSANDRO

BOULEVARD AND DRAINAGE FACILITY LINE F - PROJECT NO. 801 0011 70 77
(Report of: Public Works Department)

Recommendations

1. Approve the Second Amendment to Agreement for Professional Consultant Services with DMC Design Group for the additional work needed to complete the design for the Moreno Townsite Area Storm Drain and Miscellaneous Street Improvements.

2. Authorize the City Manager to execute the Amendment to Agreement for Professional Consultant Services with DMC Design Group.

3. Authorize an increase to the Purchase Order to DMC Design Group not to exceed the amount of $28,000 once the Amendment to Agreement has been signed by all parties.

A.23 ADOPT RESOLUTION NO. 2013-59 APPROVING THE LOAN AGREEMENT FROM THE GENERAL FUND TO THE POLICE FACILITIES DEVELOPMENT IMPACT FEE FUND IN THE AMOUNT OF $3,000,000, THE RECREATION CENTER DEVELOPMENT IMPACT FEE FUND IN THE AMOUNT OF $145,000 AND THE ANIMAL SHELTER DEVELOPMENT IMPACT FEE FUND IN THE AMOUNT OF $175,000
(Report of: Financial & Management Services Department)

Recommendation:

1. Staff recommends that the Council adopt Resolution 2013-59 approving the Loan Agreements from the General Fund to the Police Facilities Development Impact Fee Fund in the amount of $3,000,000, the Recreation Center Development Impact Fee Fund in the amount of $145,000 and the Animal Services Development Impact Fee Fund in the amount of $175,000. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing an Loan Agreement Between the City of Moreno Valley and the Police Facility Development Impact Fee Fund in the Amount of $3,000,000, the Recreation Center Development Impact Fee Fund in the Amount of $145,000 and the Animal Shelter Development Impact Fee Fund in the Amount of $175,000.

A.24 ADOPT RESOLUTION NO. 2013-60 APPROVING THE FIRST EXTENSION TO THE LOAN AGREEMENT FROM THE LIBRARY DEVELOPMENT IMPACT FEE FUND TO THE FACILITY CONSTRUCTION FUND
(Report of: Financial & Management Services Department)

Recommendations

1. Adopt Resolution 2013-60. A Resolution of the City Council of the City of Moreno Valley, California, Approving the First Extension to the Loan Agreement Between the Library Development Impact Fee Fund and the Facility Construction Fund in the Amount of $4,000,000 Plus Interest for the FY 2012/13 Period Extending the Repayment Term to June 30, 2014.

2. Authorize the City Manager to execute the First Extension to Loan Agreement for the interfund loan from the Library Development Impact Fee Fund to the Facility Construction Fund.

A.25 ADOPT RESOLUTION NO. 2013-61 APPROVING THE FIRST EXTENSION TO THE LOAN AGREEMENT FROM THE CORPORATE YARD DEVELOPMENT IMPACT FEE FUND TO THE FACILITY CONSTRUCTION FUND
(Report of: Financial & Management Services Department)

Recommendations

1. Adopt Resolution 2013-61. A Resolution of the City Council of the City of Moreno Valley, California, Approving the First Extension to the Loan Agreement from the City of Moreno Valley Corporate Yard Development Impact Fee Fund to the City of Moreno Valley Facility Construction Fund in the amount of $2,500,000 plus interest for the FY 2012/13 period extending the repayment term to June 30, 2014.

2. Authorize the City Manager to execute the First Extension to Loan Agreement for the interfund loan from the Corporate Yard Development Impact Fee Fund to the Facility Construction Fund.

A.26 AMENDMENTS TO PERSONNEL POLICY 5.14 – MANAGEMENT CONTRACTS
(Report of: City Manager Department)

Recommendation:

1. Approve Personnel Policy 5.14 which updates terms for employment of at-will management employees.

A.27 APPROVAL OF EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND MICHELLE DAWSON FOR THE POSITION OF CITY MANAGER
(Report of: City Attorney Department)

Recommendation:

1. Approve the Employment Agreement between the City of Moreno Valley and Michelle Dawson for the position of City Manager.

A.28 REQUEST TO ESTABLISH THE BUILDING & NEIGHBORHOOD SERVICES DIVISION MANAGER POSITION
(Report of: Administrative Services Department)

Recommendation:

1. Adopt the new position, class specification and salary range of the Building & Neighborhood Services Division Manager in the Community & Economic Development Department.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OFJUNE 11, 2013 (Report of: City Clerk's Department)

Recommendation:

1. Approve as submitted.

B.3 AUTHORIZATION TO CLOSE PUBLIC STREETS FOR THE INDEPENDENCE DAY FESTIVITIES ON THURSDAY, JULY 4, 2013
(Report of: Parks & Community Services Department)

Recommendations

1. Authorize the closure of the following streets between the hours of 6:00 a.m. and 12:00 noon for the purpose of conducting the Fourth of July Parade scheduled to take place on July 4, 2013.TownGate Boulevard between Frederick Street, Eucalyptus Avenue and Memorial Way;Frederick Street between Centerpointe Drive and Cactus Avenue;Cottonwood Avenue between Pan Am Boulevard and Dunhill Drive;Eucalyptus Avenue between Pan Am Boulevard and Kochi Drive;Dracaea Avenue between Pan Am Boulevard and Kochi Drive;Atlantic Circle east of Frederick Street;Brabham Street between Frederick Street and Andretti Street;TownGate Boulevard between Frederick Street and Heritage Way;Bay Avenue between Kristina Court and Courage Street;Alessandro Boulevard between Chagall Court and Elsworth Street;Brodiaea Avenue between Joy Street, and Frederick Street;Resource Way between Frederick Street and Corporate Way;Corporate Way between Calle San Juan de Los Lagos and Resource Way;Eastridge Street between Frederick Street and Heritage Way;Calle San Juan De Los Lagos between Frederick Street and Veterans Way;Veterans Way between Business Center Drive and Alessandro Boulevard;New Hope between Veterans Way and Elsworth;Veterans Way between Cactus Avenue and Alessandro Boulevard, and Heritage Way between TownGate Boulevard and

Town Circle.

2. Authorize the closure of Dracaea Avenue between Morrison Street and Nason Street, between the hours of 6:00 a.m. on Thursday, July 4, 2013 through 5:00 p.m. on Friday, July 5, 2013 for the purpose of conducting the Fourth of July Festival and Fireworks Program scheduled to take place on July 4, 2013.

3. For a short period of time and immediately following the fireworks display, authorize one-way traffic on various streets in the vicinity of Morrison Park as directed by the Moreno Valley Police Department.

B.4 APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 1 MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14
(Report of: Financial & Management Services Department)

Recommendation:

1. Acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board") and as the legislative body of Community Facilities District No. 1 ("CFD No. 1" or "District") approve and adopt Resolution No. CSD 2013-15 approving the calculation of the Community Facilities District No. 1 maximum special tax rate for fiscal year 2013/14. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Community Facilities District No. 1 Maximum Special Tax Rate for Fiscal Year 2013/14

B.5 AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROJECT NO. E-2 (HIDDEN SPRINGS) MAINTENANCE OF PARKWAY, MEDIAN AND OPEN SPACE LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Agreement for Project No. E-2/13-14 (Hidden Springs) Maintenance of Parkway, Median and Open Space Landscaping and Irrigation with Mariposa Landscapes, Inc., 15529 Arrow Highway, Irwindale, CA 91706 for landscape maintenance services of the parkways, medians and paseos (open spaces).

2. Authorize the City Manager to execute the Agreement for Project No. E- 2/13-14 with Mariposa Landscapes, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Mariposa Landscapes, Inc. in the not–to-exceed (NTE) amount of $104,282.00 ($85,482.00 for base and $18,800.00 for

additional work).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize associated purchase orders (P.O.s) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OFJUNE 11, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF JUNE 11, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

E. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

E.1 PUBLIC HEARING FOR DELINQUENT RESIDENTIAL SOLID WASTE ACCOUNTS
(Report of: Public Works Department)

Recommendations That the City Council:
1. Approve placing the submitted list of delinquent solid waste accounts that are attached to this report on the Fiscal Year (FY) 2013/2014 Riverside County property tax roll for collection.

2. Direct the City Clerk to file with the Riverside County Auditor a

certified copy of Resolution No. 2012-55 and the list of delinquent solid waste accounts as required by Section 5473.4 of the California Health and Safety Code and Section 6.02.030 of the City of Moreno Valley Municipal Code.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

G. REPORTS

G.1 RECOMMENDATION TO OUTSOURCE MORENO VALLEY LIBRARY SERVICES
(Report of: City Manager Department)

Recommendations That the City Council:

1. Select Library Systems and Services, LSSI to provide library services in the City of Moreno Valley, with a target implementation date prior to September 15, 2013.

2. Authorize the City Manager to sign a contract for provision of outsourced library services consistent with the terms outlined in this report, with approval by the City Attorney.

G.2 APPOINTMENTS TO THE CITY COUNCIL ADVISORY BOARDS AND COMMISSIONS
(Report of: City Clerk Department)

Recommendations That the City Council:

1. Review the ballots for appointments to various City Council Boards and Commissions (to be provided by the City Clerk) and mark your choices where appropriate.

2. Appoint those applicants who received majority vote by the City Council.

3. Confirm the appointment of Shor Denny to the Traffic Safety Commission as the Moreno Valley Parent-Teacher Council representative, with a term expiring June 30, 2016.

4. If vacancies are not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the positions as vacant and carry over the current applications for reconsideration of appointment at a future date.

G.3 APPROVAL OF SUCCESSOR MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF MORENO VALLEY AND THE MORENO VALLEY CITY EMPLOYEES ASSOCIATION AND MORENO VALLEY MANAGEMENT ASSOCIATION FOR THE PERIOD OF JULY 1, 2013 THROUGH JUNE 30, 2015
(Report of: Administrative Services Department)

Recommendations That the City Council:

1. Approve the successor Memoranda of Understanding (MOUs) between the City of Moreno Valley and the Moreno Valley City Employees Association (Attachment A), and Moreno Valley Management Association (Attachment B) for the period of July 1, 2013 through June 30, 2015.

2. Extend the economic provisions of these Agreements to employees represented by the Moreno Valley Confidential Management Employees as well as those in unrepresented classifications.

3. Approve updates to the Salary Schedule and Personnel Rules & Regulations to incorporate revisions as specified in the attached MOUs.

4. Direct the Chief Financial Officer to adjust FY 2013-14 and FY 2014-15 Budget Appropriations as outlined in this report (projected cost of $1,706,870 with General Fund impact projected at $734,527) to reflect the Council's approval of these Memoranda of Understanding.

G.4 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

G.5 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION

H.1.1 AMENDMENT TO CHAPTER 6.02 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE AND ADOPTION OF THE PROPOSED ORDINANCE RELATED TO ILLEGAL HAULING AND COMMERCIAL RECYCLING BIN SCREENING (Report of: Public Works Department)

Recommendations That the City Council:

1. Introduce the proposed Ordinance No. 866. An Ordinance of the City Council of the City of Moreno Valley, California, amending Municipal

Code Section 6.02 of Chapter 6 of the City of Moreno Valley Municipal Code Relating to Refuse Collection, Transfer and Disposal.

H.2 ORDINANCES - 2ND READING AND ADOPTION

H.2.1 ORDINANCE NO. 870 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING ZONE CHANGE APPLICATION NO. PA13-0007, CHANGING THE LAND USE DESIGNATION FROM NEIGHBORHOOD COMMERICAL AND R15 TO R30 AND OPEN SPACE FOR APPROXIMATELY 10 ACRES LOCATED AT THE SOUTHEAST CORNER OF ALESSANDRO BOULEVARD AND LASSELLE STREET (ASSESSOR'S PARCEL NUMBER 486-280-044 AND A PORTION OF -043). (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 11, 2013 BY A 5-0 VOTE) (Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Adopt Ordinance No. 870. An Ordinance of the City Council of the City of Moreno Valley, California, Approving Zone Change Application No. PA13-0007, Changing the Land Use Designation From Neighborhood Commercial and R15 to R30 and Open Space for Approximately 10 Acres Located at the Southeast Corner of Alessandro Boulevard and Lasselle Street (Assessor's Parcel Number 486-280-044 and a Portion Of -043).

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/City as Successor Agency for the Community Redevelopment Agency/Housing Authority or Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority will be held in Conference Room C, First Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

a) Case: *Rodriguez, Olga V. City of Moreno Valley*
Court: Riverside Superior Court
Case No: RIC 1302162

b) Case: *Silver Creek Industries, Inc. V. City of Moreno Valley*
Court: Riverside Superior Court
Case No: RIC 1306308

c) Case: *Verizon California Inc. V. California State Board of Equalization, et al.*
Court: Sacramento County Superior
Case No: 34-2013-00138191

2 SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF SECTION 54956.9

Number of Cases: 5

3 SECTION 54956.9(d)(4) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

ADJOURNMENT

CERTIFICATION

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, certify that the City Council Agenda was posted in the following places pursuant to City of Moreno Valley Resolution No. 2007-40:

City Hall, City of Moreno Valley
14177 Frederick Street

Moreno Valley Library
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center
25075 Fir Avenue

Jane Halstead, CMC,
City Clerk

Date Posted: 6/19/2013

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:00 PM
June 11, 2013

CALL TO ORDER

The Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority and the Board of Library Trustees was called to order at 6:06 p.m. by Mayor Tom Owings in the Council Chamber located at 14177 Frederick Street

Mayor Tom Owings announced that the City Council receives a separate stipend for CSD meetings.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Frank Wright.

INVOCATION - Pastor Eddie Ogwo - Heartbeat of God Assembly

ROLL CALL

Council:

Marcelo Co	Mayor Pro Tem
Victoria Baca	Council Member
Jesse L. Molina	Council Member
Richard A. Stewart	Council Member
Tom Owings	Mayor

Staff:

Jane Halstead	City Clerk
Kathy Gross	Executive Assistant
Richard Teichert	Chief Financial Officer/City Treasurer
Suzanne Bryant	Acting City Attorney
Michelle Dawson	City Manager
Joel Ontiveros	Police Chief

Abdul Ahmad	Fire Chief
Ahmad Ansari	Public Works Director
Tom DeSantis	Assistant City Manager
Mike McCarty	Parks & Community Services Director
John Terell	Interim Community & Economic Development Director

Motion to consider items out of order. Item E.3 will be heard prior to E.1; Items G.2 and G.3 will be heard prior to G.1, to facilitate Mayor Pro Tem Marcelo Co's teleconference participation. by m/Council Member Victoria Baca, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

PUBLIC COMMENTS **ON ANY SUBJECT NOT ON THE AGENDA** UNDER THE JURISDICTION OF THE CITY COUNCIL

Tom Jerele, Sr.

1. Chamber of Commerce Events - Rally Round the Flag Event on Friday, June 14, 2013, and Saturday, June 22, 2013 Taste of the Valley Event from 5 - 8 p.m. at the Conference & Recreation Center. For more information, please call the Chamber of Commerce at 951.697.4404.

Bob Palomarez

1. World Logistics Center
2. Iddo Benzeevi and preferential treatment
3. School District Test Scores

Louise Palomarez

1. Graduation rates and jobs in Moreno Valley
2. Football fields/stadiums
3. World Logistics Center

Pastor Steve Overton

1. Pastor of Christian Chapel Four Square Church and Vice President of Cops and Clergy announced the upcoming Prayer Walk on June 15th from 4- 6 p.m.

JoAnn Stefan

1. Served Petition for Recall papers to Richard Stewart for District 2

Susan Owings

1. Thank you to Soroptimist International of Moreno Valley
2. Attended the Prayer for our City March and thanked them for all their hard work
3. Thank you to City Staff and Rick Teichert for balancing the City's Budget

Frank Wright

1. Council and Support of

Les Johnson

1. LSSI & City Library
2. Ways to keep the City under the City's control. (Mayor Tom Owings asked for his telephone number)

Deanna Reeder

1. World Logistics Center and actual amount of space.
2. Citizens putting on a meeting July 13 at Moreno Valley High School

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, MORENO VALLEY HOUSING AUTHORITY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Tom Owings opened the agenda items for the Consent Calendars for public comments, which were received from Scott Heveran (A.4), and Marcia Amino (A.4 & A.10).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF MAY 28, 2013 (Report of: City Clerk's Department)

Recommendations
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

A.4 APPROVE RESOLUTION NO. 2013-36 ADOPTING A 10-YEAR RESOURCE PLAN FOR MORENO VALLEY UTILITY
(Report of: Public Works Department)

Recommendations

1. Approve Resolution No. 2013-36 adopting a 10-Year Resource Plan for Moreno Valley Utility.

2. Authorize the Electric Utility Division Manager to execute power purchase agreements with terms of 12 months or less with concurrence from the Public Works Director/City Engineer.

3. Authorize the City Manager to execute power purchase agreements with terms greater than 12 months and less than or equal to 5 years.

4. Power purchase agreements greater than 5 years shall require City Council approval.

5. Contracts associated with City ownership of generation assets or assumption of debt in support of generation projects or power purchase agreements shall require City Council approval.

6. Any procurement of energy products that is inconsistent with or not addressed in the adopted Resource Plan shall require City Council approval.

A.5 APPROVE RESOLUTION NO. 2013-37 ADOPTING A RENEWABLE ENERGY RESOURCES PROCUREMENT PLAN PURSUANT TO CALIFORNIA SENATE BILL 2-1X (SB2-1X).
(Report of: Public Works Department)

Recommendation:
Approve Resolution No. 2013-37 adopting a Renewable Energy Resources Procurement Plan pursuant to California Senate Bill 2-1X.

A.6 MORENO VALLEY ELECTRIC UTILITY (MVU) SOLAR INCENTIVE PROGRAM 2013/14 UPDATES
(Report of: Public Works Department)

Recommendation:
Approve Moreno Valley Electric Utility (MVU) Solar Incentive Program 2013/14 updates.

A.7 AUTHORIZE THE CITY OF MORENO VALLEY TO GRANT SOUTHERN CALIFORNIA EDISON COMPANY AN EASEMENT OVER A PORTION OF REAL PROPERTY NEAR THE SOUTHWEST CORNER OF DELCRESTA DRIVE AND HIDDEN SPRINGS DRIVE (APN: 260-384-003)
(Report of: Public Works Department)

Recommendations

1. Authorize the Mayor to execute the Grant of Easement for a permanent easement over a portion of real property located near the southwest corner of Delcresta Drive and Hidden Springs Drive (APN: 260-384-003) from the City of Moreno Valley to the Southern California Edison Company (SCE) and sign the SCE Purchase Offer.

2. Direct the City Clerk to forward the executed Grant of Easement and signed SCE Purchase Offer to Capital Projects for further processing and recordation.

A.8 AUTHORIZE EXECUTION OF QUITCLAIM DEEDS TRANSFERRING THE CITY'S TITLE INTEREST IN FOUR STORM DRAIN EASEMENTS FOR MORENO MDP LINE J AND LINE J-9 TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PER THE COOPERATIVE AGREEMENT BETWEEN CITY OF MORENO VALLEY AND RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT.
(Report of: Public Works Department)

Recommendations

1. Authorize the Mayor to execute the Quitclaim Deeds transferring all rights, title and interest in and to four storm drain easements for Moreno MDP Line J and J-9 per Easement Deeds recorded as Instrument Numbers 2011-0548110, 2011-0548111, 2012-0130583 and 2012-0130584 in the Official Records of Riverside County, California.

2. Direct the City Clerk to forward the four signed Quitclaim Deeds to the Riverside County Flood Control and Water Conservation District for further processing and recordation.

A.9 PARCEL MAP 35150 – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTIONS OF SAN MICHELE ROAD, INDIAN STREET, NANDINA AVENUE AND HEACOCK STREET ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM
(Report of: Community & Economic Development Department)

Recommendations

1. Adopt the proposed Resolution No. 2013-39 authorizing the acceptance of the public improvements within Parcel Map 35150 as complete and accepting the portions of San Michele Road, Indian Street, Nandina Avenue and Heacock Street associated with the project into the City's Maintained Street system.

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 60 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.10 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND ELECTRIC RATE SCHEDULE ED - ECONOMIC DEVELOPMENT RATE FOR MORENO VALLEY UTILITY
(Report of: Public Works Department)

Recommendations

1. Approve Resolution No. 2013-46 amending Electric Rate Schedule ED – Economic Development Rate for Moreno Valley Utility.

2. Authorize the City Manager to execute, on behalf of the City Council, the amended Economic Development Rate Agreement for New or Expanded Load Electric Service Customer pursuant to Schedule ED - Economic Development Rate.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF MAY 28, 2013 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

B.3 THIRD EXTENSION OF THE AGREEMENT - PROJECT NO. DSG-1/10 FOR ZONE D (STANDARD SERVICE LEVEL) MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Third Extension of the Amended Agreement ("Third Extension Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. DSG-1/10, with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for Zone D (Parkway Landscape Maintenance Services) for areas receiving standard level landscape maintenance services.

2. Authorize the City Manager to execute the Third Extension Agreement for DSG-1/10 with TruGreen Landcare.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013, to TruGreen Landcare in the not-to-exceed (NTE) amount of $77,895.41 ($62,695.41 for base services and $15,200.00 for additional work services).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

B.4 FIRST EXTENSION OF THE AGREEMENT - PROJECT NO. DSG-2/12-13 ZONE D (REDUCED SERVICE LEVEL) MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the First Extension of the Amended Agreement ("Second Extension Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. DSG-2/12-13, with Mariposa Landscape, Inc., 15529 Arrow Highway, Irwindale, CA 91706 for Zone D (Parkway Landscape Maintenance Services) for areas receiving reduced landscape maintenance services.

2. Authorize the City Manager to execute the First Extension Agreement for DSG-2/12-13 with Mariposa Landscape, Inc.

3. Authorize the issuance of purchase orders for services beginning

July 1, 2013 to Mariposa Landscape, Inc. in the not-to-exceed (NTE) amount of $177,263.27 ($157,263.27 for base services and $20,000.00 for additional work services).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

B.5 SECOND EXTENSION OF THE AGREEMENT – PROJECT NO. E-1/11 TOWNGATE MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Second Extension of the Agreement ("Second Extension Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-1/11, with Marina Landscape, Inc. 1900 S. Lewis Street, Anaheim, CA 92805 for E-1 (Towngate) and E-1A (Renaissance Park) areas.

2. Authorize the City Manager to execute the Second Extension Agreement for E-1/11 with Marina Landscape, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Marina Landscape, Inc. in the not-to-exceed (NTE) amount of $68,800.08 ($59,322.96 for Zone E-1 and $9,477.12 for Zone E-1A) for base services and $15,750.00 ($13,500.00 for Zone E-1 and $2,250.00 for Zone E-1A) for additional work services.

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

B.6 FIRST EXTENSION OF THE AGREEMENT – PROJECT NO. E-3/11-12 MORENO VALLEY RANCH – WEST/LASSELLE POWERLINE PARKWAY - MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the First Extension of the Agreement ("First Extension Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-3/11-12, with Merchants Landscape Services, Inc.

1510 S. Lyon Street, Santa Ana, CA 92705 for E-3 (Moreno Valley Ranch-West) and E-3A (Lasselle Powerline Parkway) areas.

2. Authorize the City Manager to execute the First Extension Agreement for E-3/11-12 with Merchants Landscape Services, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Merchants Landscape Services, Inc., in the not-to-exceed (NTE) amount of $158,306.32; including $137,206.30 ($130,047.36 for Zone E-3 and $7,158.96 for Zone E-3A) for base services and $21,100.00 ($19,100.00 for Zone E-3 and $2,000.00 for Zone E-3A) for additional work services.

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

B.7 SECOND EXTENSION OF THE AMENDED AGREEMENT – PROJECT NO. E-4/11 MORENO VALLEY RANCH–EAST / DAYBREAK – MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Second Extension of the Amended Agreement ("Second Extension Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-4/11, with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for E-4 (Moreno Valley Ranch-East) and E-4A (Daybreak) areas.

2. Authorize the City Manager to execute the Second Extension Agreement for E-4/11 with TruGreen Landcare.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to TruGreen Landcare in the not-to-exceed (NTE) amount of $119,625.32; including $101,350.30 ($95,770.32 for Zone E-4 and $5,580.00 for Zone E-4A) for base services and $18,275.00 ($17,000.00 for Zone E-4 and $1,275.00 for Zone E-4A) for additional work services.

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

B.8 SECOND EXTENSION OF THE AGREEMENT – PROJECT NO. E-81415/11 PROMONTORY PARK/MAHOGANY FIELDS/CELEBRA-TION - MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Second Extension of the Agreement ("Second Extension Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-81415/11, with Merchants Landscape Services, Inc., 1510 S. Lyon Street, Santa Ana, CA 92705 for Zone E-8 (Promontory Park), Zone E-12 (Stoneridge Ranch), Zone E-14 (Mahogany Fields), and Zone E-15 (Celebration) areas.

2. Authorize the City Manager to execute the Second Extension Agreement for E-81415/11 with Merchants Landscape Services, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Merchants Landscape Services, Inc. in the not-to-exceed (NTE) amount of $81,194.64 ($14,710.44 for Zone E-8, $16,779.00 for Zone E-12, $36,546.72 for Zone E-14 and $13,158.48 for Zone E-15) for base services and $28,650.00 ($8,250.00 for Zone E-8, $6,600.00 for Zone E-12, $7,300.00 for Zone E-14, and $6,500.00 for Zone E-15) for additional work services.

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

B.9 FIRST EXTENSION OF THE AGREEMENT – PROJECT NO. M/12-13 MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the First Extension of the Amended Agreement ("First Extension Agreement") for Maintenance of the Median-Monument-Parkway Landscaping and Irrigation for Project No. M/12-13, with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for maintenance of the landscaped medians associated with Zone M (Medians) and medians and designated parkway areas of Zone S (Sunnymead Boulevard).

2. Authorize the City Manager to execute the First Extension Agreement for M/12-13 with TruGreen Landcare.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013, to TruGreen Landcare in the not-to-exceed (NTE) amounts of $79,568.64 ($68,592.72 for Zone M and $10,975.92 for Zone S) for base services and $11,800.00 ($10,200.00 for Zone M and $1,600.00 for Zone S) for additional work.

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

B.10 THIRD EXTENSION OF THE AGREEMENT - PROJECT NO. BDEMS/10 BACKFLOW TESTING, REPAIR AND REPLACEMENT SERVICES WITHIN LANDSCAPED CSD MAINTAINED PARKWAYS AND MEDIANS
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Third Extension of the Agreement ("Third Extension Agreement") for BDEMS/10 with E. R. Block Plumbing, Inc., 10910 Hole Avenue, Riverside, CA 92505 to provide backflow testing, repair, and replacement of backflow devices throughout each of the CSD maintained landscaped areas and water quality basins.

2. Authorize the City Manager to execute the Third Extension Agreement for BDEMS/10 with E. R. Block Plumbing, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to E. R. Block Plumbing, Inc. in the not-to-exceed (NTE) amount of $37,500.00 ($4,800.00 for base testing services and $32,700.00 for additional work services).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

B.11 THIRD EXTENSION OF THE AGREEMENT - PROJECT NO. E-7/10 MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Third Extension of the Agreement ("Third Extension Agreement") for Maintenance of Parkway and Median Landscaping

and Irrigation Project No. E-7/10, with Excel Landscape, Inc., 710 Rimpau Avenue, Suite 108, Corona, CA 92879 for E-7 (Centerpointe) landscaped area.

2. Authorize the City Manager to execute the Third Extension Agreement for E-7/10 with Excel Landscape, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Excel Landscape, Inc. in the not-to-exceed (NTE) amount of $39,296.04 ($33,326.04 for base services and $5,970.00 for additional work services).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

B.12 THIRD EXTENSION OF THE AGREEMENT - PROJECT NO. E-16/10 MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Third Extension of the Agreement ("Third Extension Agreement") for Maintenance of Parkway and Median Landscaping and Irrigation Project No. E-16/10, with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for the E-16 (Shadow Mountain) landscaped area.

2. Authorize the City Manager to execute the Third Extension Agreement for E-16/10 with TruGreen Landcare.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to TruGreen Landcare in the not-to-exceed (NTE) amount of $37,040.00 ($29,820.00 for base services and $7,220.00 for additional work services).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF MAY 28, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF MAY 28, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 5-0.

E. PUBLIC HEARINGS

E.1 PUBLIC HEARING STAFF REPORT TO CONSIDER RECOMMENDED RESOLUTIONS APPROVING THE CONTINUANCE OF CURRENT MORENO VALLEY COMMUNITY SERVICES DISTRICT ANNUAL PARCEL TAXES AND CHARGES PROPOSED FOR FISCAL YEAR 2013/14
(Report of: Financial & Management Services Department)

Recommendations That the CSD:

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley CSD ("CSD Board") conduct a Public Hearing to consider the continuance of current Moreno Valley Community Services District annual parcel taxes and charges proposed for FY 2013-14 and to approve and adopt the proposed resolutions as follows: Resolution No. CSD 2013-02 to approve the calculation of the Zone A parcel tax.

2. Resolution No. CSD 2013-03 to approve the calculation of the Zone B parcel charges.

3. Resolution No. CSD 2013-04 to approve the calculation of the Zone C parcel tax.

4. Resolution No. CSD 2013-05 to approve the calculation of the Zone D parcel charges.

5. Resolution No. CSD 2013-06 to approve the calculation of the Zone E parcel charge.

6. Resolution No. CSD 2013-07 to approve the calculation of the Zone E-1A parcel charges.

7. Resolution No. CSD 2013-08 to approve the calculation of the Zone E-3A parcel charges.

8. Resolution No. CSD 2013-09 to approve the calculation of the Zone E-4A parcel charges.

9. Resolution No. CSD 2013-10 to approve the calculation of the Zone M parcel charges.

10. Resolution No. CSD 2013-11 to approve the calculation of the Zone S parcel charges.

Mayor Tom Owings opened the public testimony portion of the public hearing. Public testimony was received from Scott Heveran.

Motion to Approve Recommendation No. 1 by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 2 by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 3 by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 4 by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 5 by m/Council Member

Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 6 by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 7 by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Motion to Approve Recommendation No. 8 by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 9 by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 10 by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

RECESS;

RECONVENE.

E.2 PUBLIC MEETING AND PUBLIC HEARING REGARDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE SCHEDULE FOR NEW RESIDENTIAL AND COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE DEVELOPMENT PROPOSED FISCAL YEAR (FY) 2013/2014 ANNUAL RATES
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Conduct a Public Meeting and public Hearing to consider all objections or protests of the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" as provided in the Public Notice.

2. Adopt "Resolution No. 2013-38, A Resolution of the City of Moreno Valley, California, Authorizing and Approving the Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development on the County of Riverside Property Tax Roll."

Mayor Tom Owings opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Motion to Approve by m/Council Member Victoria Baca, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

E.3 A PUBLIC HEARING FOR THE BOULDER RIDGE FAMILY APARTMENTS (PA13-0006), A 141 UNIT AFFORDABLE APARTMENT PROJECT ON APPROXIMATELY 10 ACRES LOCATED AT THE SOUTHEAST CORNER OF ALESSANDRO BOULEVARD AND LASSELLE STREET. THE PROJECT INCLUDES A ZONE CHANGE (PA13-0007) AND GENERAL PLAN AMENDMENT (PA13-0008) FROM NEIGHBORHOOD COMMERCIAL AND R15 TO R30 AND OPEN SPACE, AND A VARIANCE (P13-029) TO REDUCE THE COVERED PARKING REQUIREMENT FOR 3-BEDROOM APARTMENTS. THE APPLICANT IS RANCHO BELAGO DEVELOPERS, INC.
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Conduct a public hearing for PA13-0008 (General Plan Amendment), PA13-0007 (Zone Change), P13-029 (Variance) and PA13-0006 (Plot Plan) and subsequent to the public hearing.

2. APPROVE Resolution No. 2013-40 APPROVING PA13-0008 (General Plan Amendment), based on the findings contained in this resolution, and as shown on Exhibit A.

3. INTRODUCE Ordinance No. 870 APPROVING PA13-0007 (Zone Change), based on the findings contained in this ordinance, and as shown on Exhibit A.

4. APPROVE Resolution No. 2013-41 APPROVING P13-029 (Variance), based on the findings contained in this resolution.

5. APPROVE Resolution No. 2013-42 APPROVING PA13-0006 (Plot Plan), based on the findings contained in this resolution, and subject

to the attached conditions of approval included as Exhibit A.

Item E.3 moved to follow Joint Consent Calendars.

Mayor Tom Owings recused himself.

Council Member Jesse L. Molina opened the public testimony portion of the public hearing. Public testimony was received from Louise Palomarez, Lisa Allen (oppose) and Tom Jerele, Sr. (support).

Motion to Approve Recommendation No. 2 by m/Council Member Richard A. Stewart, s/Council Member Victoria Baca

Approved by a vote of 4-0-1, Mayor Tom Owings abstained.

Motion to Approve Recommendation No. 3 by m/Council Member Richard A. Stewart, s/Council Member Victoria Baca

Approved by a vote of 4-0-1, Mayor Tom Owings abstained.

Motion to Approve Recommendation No. 4 by m/Council Member Richard A. Stewart, s/Council Member Victoria Baca

Approved by a vote of 4-0-1, Mayor Tom Owings abstained.

Motion to Approve Recommendation No. 5 by m/Council Member Richard A. Stewart, s/Council Member Victoria Baca

Approved by a vote of 4-0-1, Mayor Tom Owings abstained.

E.4 PUBLIC HEARING AND ADOPTION OF RESOLUTION ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR THE CITY OF MORENO VALLEY FOR FISCAL YEAR 2013-14
(Report of: Financial & Management Services Department)

Recommendations That the City Council:

1. Conduct a Public Hearing to receive public comments on the City's appropriations limit for Fiscal Year 2013-14.

2. Adopt Resolution No. 2013-43 establishing the appropriations limit at $99,825,081 for the City of Moreno Valley for Fiscal Year 2013-14.

Mayor Tom Owings opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Motion to Approve by m/Council Member Richard A. Stewart, s/Council Member Victoria Baca

Approved by a vote of 5-0.

E.5 PUBLIC HEARING AND ADOPTION OF RESOLUTION ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT FOR FISCAL YEAR 2013-14
(Report of: Financial & Management Services Department)

Recommendations That the CSD:

1. Conduct a Public Hearing to receive public comments on the Moreno Valley Community Services District's appropriations limit for Fiscal Year 2013-14.

2. Adopt Resolution No. CSD 2013-12 establishing the appropriations limit at $16,086,128 for the Moreno Valley Community Services District for Fiscal Year 2013-14.

Mayor Tom Owings opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Motion to Approve by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - none

G. REPORTS

G.1 ADOPTION OF AN ENERGY EFFICIENCY REVOLVING FUND POLICY THAT IS CONSISTENT WITH THE CITY'S SOUTHERN CALIFORNIA EDISON GRANT PROJECT PA12-0027. THE POLICY PROVIDES A STRUCTURED AND COST EFFECTIVE APPROACH FOR FUNDING OF FUTURE ENERGY EFFICIENCY PROJECTS
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. RECOGNIZE that the Energy Efficiency Revolving Fund Case No. PA12-0027 will not have a significant effect on the environment and is therefore exempt from the provisions of the California Environmental Quality Act (CEQA), per CEQA Guidelines Section 15061 as defined by Section 15378.

2. AUTHORIZE the transfer and appropriation of $59,756.34 from General Fund fund balance to a new Energy Efficiency Revolving Fund with direction to staff to provide a report to City Council annually to account for the expenditure and results of the expenditure of Energy Fund monies.

3. APPROVE Resolution No. 2013-35 approving the Energy Efficiency Revolving Fund Project PA12-0027 based on the findings in the City Council Resolution.

Mayor Tom Owings opened the agenda item for public comments; there being none, public comments were closed.

Motion to Approve Recommendation No. 1 by m/Council Member Richard A. Stewart, s/Council Member Victoria Baca

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 2 by m/Council Member Richard A. Stewart, s/Council Member Victoria Baca

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 3 by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

G.2 ADOPTION OF FISCAL YEAR 2013/14 – 2014/15 OPERATING BUDGET
(Report of: Financial & Management Services Department)

Recommendations That the City Council:

1. Adopt Resolution No. 2013-44, approving the Operating Budget for the City of Moreno Valley for FY 2013/14 – 2014/15, including all applicable adjustments, pursuant to the appropriations presented in Attachment 1.

2. Approve the position control as detailed on pages 5 - 8 in the Proposed Operating Budget presented as Exhibit A.

Recommendation That the City Council as Successor Agency
Adopt Resolution No. SA 2013-03, approving the Operating Budget for the City of Moreno Valley Moreno as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley for FY 2013/14 – 2014/15, including all applicable adjustments, pursuant to the appropriations presented in Attachment 4.

Recommendations That the CSD:
Adopt Resolution No. CSD 2013-13, approving the Operating Budget for the Moreno Valley Community Services District for FY 2013/14 – 2014/15, including all applicable adjustments, pursuant to the appropriations presented in Attachment 3.

Recommendations That the Housing Authority:
Adopt Resolution No. HA 2013-03, approving the Operating Budget for the Moreno Valley Housing Authority for FY 2013/14 – 2014/15, including all applicable adjustments, pursuant to the appropriations presented in Attachment 2.

Mayor Tom Owings opened the agenda item for public comments, which were received from Louise Palomarez, Marcia Amino, Daryl Terrell (Oppose), Deanna Reeder (Oppose), and Tom Jerele, Sr. (Support)

Motion to Approve Recommendation No. 1 as amended, to allow the City Manager authority to implement the decisions necessary on Fire Station No. 99 vs. Truck 91 in conjunction with the Fire Chief. by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 2 by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 1 by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 1 by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

G.3 ADOPTION OF FY 2013-2014 CAPITAL IMPROVEMENT PLAN
(Report of: Public Works Department)

Recommendations That the City Council:
Adopt Resolution No. 2013-45, approving the Capital Improvement Plan as the capital budget for the City of Moreno Valley for FY 2013-2014, including all applicable adjustments to the Proposed Capital Improvement

Plan (CIP), as detailed in Revisions to the Proposed Capital Improvement Plan.

Recommendation That the City Council as Successor Agency
Acting in its capacity as the Successor Agency (SA) to the Community Redevelopment Agency of the City of Moreno Valley, adopt Resolution No. SA 2013-04 approving the Capital Improvement Plan as the capital budget for the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley for FY 2013-2014 including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan.

Recommendations That the CSD:
Acting in its capacity as the President and the Board of Directors of the Community Services District (CSD) of the City of Moreno Valley, adopt Resolution No. CSD 2013-14, approving the Capital Improvement Plan as the capital budget for the Community Services District of the City of Moreno Valley for FY 2013-2014, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan.

Recommendations That the Housing Authority:
Acting in its capacity as the Chairman and the Board of Directors of the Moreno Valley Housing Authority (HA) of the City of Moreno Valley, adopt Resolution No. HA 2013-04, approving the Capital Improvement Plan as the capital budget for the Moreno Valley Housing Authority for FY 2013-2014, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan.

Mayor Tom Owings opened the agenda item for public comments, which was received from Deanna Reeder.

Motion to Approve Recommendation No. 1 by m/Council Member Jesse L. Molina, s/Council Member Richard A. Stewart

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 1 by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 1 by m/Council Member Jesse L. Molina, s/Council Member Richard A. Stewart

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 1 by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 5-0.

G.4 MEMORANDUM OF UNDERSTANDING REGARDING NEW TENANT FOR WESTRIDGE BUSINESS PARK
(Report of: Community & Economic Development Department)

Recommendation:
Approve the Memorandum of Understanding with AI California LLC regarding the development and occupancy of the Westridge Business Park.

Mayor Tom Owings opened the agenda item for public comments; there being none, public comments were closed.

Motion to Approve by m/Council Member Victoria Baca, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

G.5 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

City Manager Michelle Dawson thanked Box Springs Mutual Water Company's Board of Directors, shareholders, and residents of Edgemont for their hospitality last week. It was Council Member Baca's idea to have staff present our budget information at their meeting and we appreciated the opportunity to meet with them, review the City's budget information, and answer questions and concerns they had about the relationship between the company and the City.

Thank you to Mayor Tom Owings, Police Chief Ontiveros, Parks & Community Services Director, Parks & Community Services Director Mike McCarty and Shanna Palau from the City Manager's office for joining Soroptimist International of Moreno Valley last night, it meant a lot to us as we recognized the groups that we shared almost $20,000 with last year in donations for services and programs that benefit women in our community.

- Thursday movie night "Holes" 8:30 p.m. at the CRC
- Friday concert in the park is U2 tribute band 6:00 p.m. in Towngate Park

G.6 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

No Report.

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION

H.2.1 ORDINANCE NO. 868 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING P12-117 (SPECIFIC PLAN AMENDMENT) AMENDING CHAPTER III OF THE MORENO VALLEY INDUSTRIAL AREA PLAN (SP 208) TO INCLUDE EMERGENCY SHELTERS AS A PERMITTED USE IN THE INDUSTRIAL SUPPORT AREAS (RECEIVED FIRST READING AND INTRODUCTION BY A 5-0 VOTE) (Report of: Community & Economic Development Department)

Recommendations That the City Council:
Adopt Ordinance No. 868 approving Specific Plan Amendment (P12-117) to add emergency shelters as a permitted use based on the findings in the Ordinance.

Ordinance No. 868

An Ordinance of the City Council of the City of Moreno Valley, California, Approving P12-117 (Specific Plan Amendment) Amending Chapter III of the Moreno Valley Industrial Area Plan (SP 208) to Include Emergency Shelters as a Permitted Use in the Industrial Support Areas

Mayor Tom Owings opened the agenda item for public comments; there being none, public comments were closed.

Motion to Approve by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

H.2.2 ORDINANCE NO. 869 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A MUNICIPAL CODE AMENDMENT (PA12-0028) AMENDING TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY

ADDING THE FOLLOWING REGULATIONS: EMERGENCY SHELTERS, FARM WORKER HOUSING, SINGLE ROOM OCCUPANCY UNITS (SRO), REASONABLE ACCOMMODATION PROCEDURES AND AMENDING THE MUNICIPAL CODE TO INCLUDE MINOR TECHNICAL CLEAN UPS (RECEIVED FIRST READING AND INTRODUCTION BY A 5-0 VOTE) (Report of: Community & Economic Development Department)

Recommendations That the City Council:
Adp[t Ordinance No. 869 approving a Municipal Code Amendment (PA12-0028) amending various sections of Title 9 of the City of Moreno Valley Municipal Code based on the findings in the Ordinance.

Ordinance No. 869

An Ordinance of the City Council of the City of Moreno Valley, California, Approving a Municipal Code Amendment (PA12-0028) Amending Title 9 of the City of Moreno Valley Municipal Code By Adding the Following Regulations: Emergency Shelters, Farm Worker Housing, Single Room Occupancy Units (SRO), Reasonable Accommodation Procedures and Amending the Municipal Code to Include Minor Technical Clean Ups

Mayor Tom Owings opened the agenda item for public comments; there being none, public comments were closed.

Motion to Approve by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Council Member Victoria Baca

1. Moving Forward to do what's best for the City
2. Competition between Riverside and Perris for development
3. City Council has to stand the criticism
4. Appreciates staff, business is as usual

5. Balanced budget
6. Keep your heads up
7. Better Moreno Valley

Jesse Molina

1. I Love My City
2. Honking down Sunnymead Blvd.
3. Behind City Council and Staff 100%
4. Bring us the businesses, not across the 215 freeway
5. Have a positive attitude and positive City and a positive outcome

Mayor Pro Tem Marcelo Co

1. Thanked everyone for allowing him the opportunity to participate in the meeting from so far away.
2. Understand that we are all here together and here to make Moreno Valley a better City
3. Mayor Tom Owings spoke and thanked Mayor Pro Tem Marcelo Co for the extraordinary measure to participate.

Richard Stewart

1. Asked Interim Community and Economic Development Director John Terell to provide information on the Albertson's closing, as Barry Foster was working with the Stater Bros. over a period of time. John advised they're continuing to work with Stater Bros. and hopes it will lead to good news relatively soon. The closing of the Ralph's and Albertson's has impacted many in the community. Any way the City can facilitate to get them to come in to get him involved and the Mayor Tom Owings so that the continuing negotiations to the people in the community to have him and the Mayor Tom Owings get involved to help further things along. Mayor Tom Owings added that he would like to enter into a dialog together with Richard Stewart when the City Manager deems appropriate. He added that without question, they're thrilled to have Interim Community and Economic Development Director John Terell involved in his new position as Interim Community & Economic Development Director.
2. City Council agreements and disagreements. Different views and

respect the opposite views with others and people that agree with him. It's healthy to have dialog - open discussions and good heart. Everyone's right is to be respected.

Mayor Tom Owings

1. Important to keep perspective on what we are doing. Utility Company has proven to him and was a skeptic of the Utility Company when he came here; Ahmad you were right in your assessment and as a Council we should get 100% behind your vision with the Utility Company and what it can do for us. Speakers who spoke don't have a lot of information at their hands and don't know how to focus that. Believes it is the vehicle to eventually lower the utility tax in the City; eventually help increase with the jobs and help with the future budget to do more with Public Safety in this City.

2. Focus on education and graduation rates in the City. Property values have depreciated between 20 and 30% based on the graduation rates. We must continue to focus on them.

3. Council is trying to be proactive to resolve the issues. World's expert, Bill Bratton, is bringing to us methods to cut Public Safety cost by a 1/3; adopting new policing methods to help cut crime. We have a 1970 model, but we are in 2013. This should be supported.

4. Battle between Press Enterprise and the City of Moreno Valley

5. Accomplishment of adopting the two year budget. The City has turned a corner and can look to expand on services in the future.

6. Thank you to the Citizen's

7. Acknowledgements on Recall.

There being no further business to conduct, the meeting was adjourned at 9:28 p.m. to Closed Session by unanimous informal consent.

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority will be held in Conference Room C, First Floor, City Hall. The City Council met in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.
• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

The Closed Session was held pursuant to Government Code:

Acting City Attorney Suzanne Bryant announced that in Closed Session discussion will be on what is noted on the agenda: 1 a), b), c) and d), 5 and 6. Does not anticipate any reportable action.

1 SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

a) Case: *City of Moreno Valley v. Chen*
Court: Riverside Superior Court
Case No: RIC 1213875

b) Case: *City of Moreno Valley V. Chado & Chado*
Court: Riverside Superior Court
Case No: RIC 1213878

c) Case: *City of Moreno Valley v. Equitable Properties*
Court: Riverside Superior Court
Case No: RIC 1213880

d) Case: *City of Moreno Valley V. McGinness*
Court: Riverside Superior Court
Case No: RIC 1213882

2 SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF SECTION 54956.9

Number of Cases: 5

3 SECTION 54956.9(d)(4) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

4 SECTION 54956.8 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR

a) Property:
City Negotiator: City Manager Michelle Dawson, City Manager
Under Negotiation: Price and terms of payment
Owner:
Owners Negotiator:
APN 487-470-013 & 487-470-023

5 SECTION 54957.6 - LABOR NEGOTIATIONS

a) Unrepresented Employees

6 SECTION 54957 - PUBLIC EMPLOYMENT

a) City Manager

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY
None

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 10:00 p.m. by unanimous informal consent.

Submitted by:

_____
City Clerk Jane Halstead, CMC
Secretary, Moreno Valley Community Services District
Secretary, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Secretary, Moreno Valley Housing Authority
Secretary, Board of Library Trustees

Approved by:

_____
Mayor Tom Owings
President, Moreno Valley Community Services District
Chairperson, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Moreno Valley Housing Authority
Chairperson, Board of Library Trustees

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: June 25, 2013

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Reports on Reimbursable Activities for the period of June 5 - 18, 2013.

Reports on Reimbursable Activities June 5 - 18, 2013			
Council Member	Date	Meeting	Cost
Victoria Baca	6/13/13	Western Riverside Council of Governments (WRCOG) 22n Annual General Assembly	$200.00
	6/14/13	12th Annual Rally 'Round the Flag	$35.00
Marcelo Co		None	
Jesse L. Molina		None	
Tom Owings		None	
Richard A. Stewart	6/13/13	Western Riverside Council of Governments (WRCOG) 22n Annual General Assembly	$200.00
	6/14/13	12th Annual Rally 'Round the Flag	$35.00

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:

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MV00208195

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: June 25, 2013

TITLE: APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY

RECOMMENDED ACTION

Recommendation:

1. Approve Resolution No. 2013- 48, amending the Electric Rates for Moreno Valley Utility. A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates, and Electric Service Rules, Fees, and Charges for Moreno Valley Utility.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A.

BACKGROUND

On July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges for the City of Moreno Valley's Electric Utility, or Moreno Valley Utility (MVU). Electric Rule 12 entitled "Rates and Optional Rates" of that document states that the rates to be charged by and paid to the City's utility for electric service will be the rates legally in effect and on file with the Electric Utility Division, Department of Public Works. At its meeting on December 9, 2003, the City Council approved Ordinances 650 and 651 providing for the establishment and adjustment of electric rates by resolution.

DISCUSSION

Consistent with Ordinances 650 and 651, the resolution considered in this action amends MVU's Electric Rates. A complete copy of the proposed *Electric Rates* document is available for review in the Public Works Department, Electric Utility Division office. To ensure the City's rates are just and reasonable and to ensure that the City's rates are set at a level sufficient to cover the utility's costs, it will be necessary for the City Council to approve an adjustment of the rates that MVU charges customers for service from time to time. Due to the structure of MVU's rates, the customer's usage will ultimately determine the impact of this proposed rate adjustment on their monthly bill.

For example, the proposed rate adjustment considered in this council action will affect a residential customer who uses 600 kWh in a month differently than a customer who uses 1000 kWh in a month. The proposed rate changes considered in the council action will result in an increase of MVU's rate schedules for both the summer season and winter season. Pursuant to MVU's rates, the summer season begins at 12:00 am on the first Sunday in June and continues until 12:00 am on the first Sunday in October. The winter season begins at 12:00 am on the first Sunday in October, and continues until 12:00 am on the first Sunday in June of the following year. In other words, there are four months in the summer season, and eight months in the winter season.

If the City Council approves the proposed rate adjustments, the impact to each class of customers is described in the tables below:

Average Residential Schedule A	SUMMER		WINTER	
600 kWh usage	-$0.01	-0.01%	-$3.85	-3.28%
1,000 kWh usage	-$7.71	-3.76%	-$11.55	-4.53%

Average Small Commercial Schedule B	SUMMER		WINTER	
2,978 kWh usage	-$126.42	-22.77%	-$14.91	-3.24%

Average Large Commercial Schedule C	SUMMER		WINTER	
24,531 kWh usage, Demand of 100 kW	-$27.48	-0.47%	-$27.87	-0.80%

Average Large Commercial, TOU Schedule TOU-LGS	SUMMER		WINTER
386,896 kWh usage, Demand of 865 kW	$1,438.74	2.02%	

392,333 kWh usage, Demand of 666 kW		$1,320.12	3.51%

Average Traffic Controller Schedule TC-1	SUMMER		WINTER	
364 kWh usage	$0.06	0.10%	$0.06	0.10%

Average Streetlight	SUMMER		WINTER	
Schedule SL-1 9,500 Lumen (973 lights)	-$1,079.59	-8.23%	-$1,079.59	-8.23%
Schedule SL-1 22,000 Lumen (317 lights)	-$269.41	-4.84%	-$269.41	-4.84%
Schedule SL-2 27,500 Lumen (139 lights)	-$268.41	-15.95%	-$268.41	-15.95%
Schedule SL-3 (per lamp)	-$18.27	-3.91%	-$18.27	-3.91%

If approved by the City Council, these changes will become effective at 12:00 a.m. on June 26, 2013.

Pursuant to Section 5 of the Professional Services Agreement by and between the City of Moreno Valley and ENCO Utility Services Moreno Valley, LLC, the City is obligated to adjust its rates from time to time so that the City's electric rates remain roughly equivalent to the otherwise applicable investor owned utility rate schedules. This council action will true-up MVU's rates to comply with this obligation. If adopted, the net impact upon MVU customers will be a decrease in rates.

ALTERNATIVES

1. Approve proposed resolution amending the Electric Rates and Rules for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *The amendment of the Electric Rates will allow the City's utility to recover its costs for service, and to offer competitive rates.* Staff recommends this alternative.

2. Do not approve proposed resolution amending the Electric Rates for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *This would restrict the City's utility in its ability to recover utility costs, and also its ability to offer competitive rates.* Staff does not recommend this alternative.

FISCAL IMPACT

As rates are adjusted, revenues will reflect the adjustments. Utility revenues are projected to decrease if the proposed changes are adopted by the City Council.

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:
The municipal electric utility will generate revenues to provide funding for City programs and services over time. These revenues will help achieve important financial goals of the City.

POSITIVE ENVIRONMENT:
The proposed rate adjustments ensures timely changes to the rates of the City's utility, and helps to create a positive environment for promoting economic development within the community. The City of Moreno Valley electric utility will be able to offer competitive rates and will help the City to attract and retain businesses.

NOTIFICATION

Posting of the Agenda.

ATTACHMENTS

Attachment 1 – Proposed Resolution
Attachment 2 – Proposed Electric Rates

Prepared By:
Jeannette Olko
Electric Utility Division Manager

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES, AND ELECTRIC SERVICE RULES, FEES, AND CHARGES FOR MORENO VALLEY UTILITY

WHEREAS, the City of Moreno Valley (the "City"), a municipal corporation, is authorized pursuant to Article XI, Section 9(a) of the California Constitution to establish, purchase, and operate public works to furnish its inhabitants with light, water, power, heat, transportation, or means of communication; and

WHEREAS, on June 26, 2001, the City Council of the City of Moreno Valley approved Resolution No. 2001-33 and, as amended by Resolution 2002-46, authorized the formation of a municipally owned utility for the purpose of providing electrical power, storm water, telephone telecommunications, cable TV, water, natural gas, and sanitary sewer; and

WHEREAS, on July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges document for Moreno Valley Utility which states, in part, that the rates to be charged by and paid to the City for electric service will be the rates legally in effect and on file with the City Council; and

WHEREAS, there are sections of the Electric Service Rules, Fees and Charges document that contain rules which define the terms and conditions under which electric service will be provided to the customer; and

WHEREAS, there are rules, fees, charges, and rates associated with providing the services identified in the document. These rules, fees, charges, and rates are deemed necessary and equitable for services rendered and are required to fund in whole or in part, all of the services required to facilitate the delivery of electric distribution pursuant to the rules; and

WHEREAS, Urgency Ordinance No. 651 was adopted by the City Council on December 9, 2003, allowing for the adoption of rates by resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The City Council hereby adopts the amended Moreno Valley Utility Electric Rates as on file in the Public Works Department.

APPROVED AND ADOPTED this 25th day of June, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-48 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

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MV00208203

Moreno Valley Utility

Electric Rates

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SCHEDULE A – RESIDENTIAL SERVICE

Applicability

Applicable to electric service for residential uses.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Basic Charge - $/Day	
Single-Family Residence	$ 0.03
Multi-Family Residence	$ 0.023
Energy Usage Charge - $/kWh	
Summer:	
Tier 1 -Baseline Quantities, all kWh, per kWh	$ 0.11631
Tier 2 – 101% to 130% of Baseline	$ 0.14758
Tier 3 – 131% to 200% of Baseline	$ 0.26000
Tier 4 – 201% to 300% of Baseline	$ 0.30000
Tier 5 – All excess kWh, per kWh	$ 0.30000
Winter	
Tier 1 -Baseline Quantities, all kWh, per kWh	$ 0.11631
Tier 2 – 101% to 130% of Baseline	$ 0.14758
Tier 3 – 131% to 200% of Baseline	$ 0.26000
Tier 4 – 201% to 300% of Baseline	$ 0.30000
Tier 5 – All excess kWh, per kWh	$ 0.30000
Public Purpose Programs	
All kWh per kWh	$0.01314
Monthly Minimum Charge:	$10.00

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Baseline Rates: Baseline rates are applicable only to separately metered residential use.

2. Baseline Quantities: The residential allocation shall be 16.0 kWhs per day in the Summer season and 10.5 kWhs per day in the Winter season.

3. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on the first Sunday in June and will continue until 12:00 a.m. of the first Sunday in October each year. The Winter season begins at 12:00 a.m. on the first Sunday in October and continues until 12:00 a.m. on the first Sunday in June of the following year.

4. Voltage: Service will be supplied at one standard voltage.

5. For the purposes of applying the Basic Charge, the following definitions shall be used:

   Single-Family Residence - A building of single occupancy which does not share common walls, floors, or ceilings with other residential dwelling units.

   Multi-Family Residence - Apartments, mobile homes, condominiums, townhouses, or a building of multiple occupancy which shares common walls and /or floors and ceilings with other residential dwelling units.

6. Medical Baseline Allocation: Upon application and acceptance of a certification from a medical doctor or osteopath licensed to practice medicine in California, eligible residential customers are provided a standard year-round medical baseline allocation of 16.5 kWh per day in addition to the applicable baseline allocation for the season.

	Regular Baseline Daily kWh Allocation	Additional Medical Baseline Daily kWh Allocation	Total Baseline Daily kWh Allocation
Summer	16.0	16.5	32.5
Winter	10.5	16.5	27.0

   Medical Baseline Allocation Eligibility:

   a) Regular use in the customer's home of one or more medical life-support devices essential to maintain the life of a full-time resident of the household; and/or

b) A full-time resident of the household is: a paraplegic, hemiplegic, quadriplegic, multiple sclerosis or scleroderma patient, being treated for life-threatening illness, and/or has a compromised immune system.

Life support devices are those devices or equipment that utilize mechanical or artificial means to sustain, restore or supplant a vital function, or mechanical equipment relied upon for mobility both within and outside of buildings.

Life-support devices include:

Aerosol Tent	Ultrasonic Nebulizer
Pressure Pad	Electrostatic Nebulizer
Apnea Monitor	Inhalation Pulmonary Pressure
Pressure Pump	Breather Machine (IPPB)
Compressor	Iron Lung
Concentrator	Dialysis Machine
Respirator (all types)	Hemodialysis Machine
Electronic Nerve Stimulator	Motorized Wheelchair
Suction Machine	Oxygen Generator

Applying for the Medical Baseline Allocation

1. Request application from Moreno Valley Utility by telephone, mail or in person
2. Complete application.
3. The patient's physician will need to fill out the required information on the application and sign it certifying the medical need.
4. The customer can mail or bring the application to Moreno Valley Utility's offices
5. Once the application is reviewed and approved, the Medical Baseline Allocation will be effective on the next regular electric billing.
6. Applications must be renewed every two years.

7. Low Income Program - A low-income assistance discount program is offered under this standard residential rate. To be considered for this discount, an application must be filed with Moreno Valley Utility. To be eligible for this discount, the income of the customer, including all members of the household, must meet the income levels of the program and can be no more than 200% of Federal Poverty Guidelines. Under this program a discount for qualified low-income residents of 20% is provided on monthly energy charges. Discount applies to energy charges only. The customer charge, public purpose charge, service fees and all taxes are calculated at the standard rates.

SCHEDULE B – GENERAL SERVICE

Applicability

Applicable to nonresidential electric service for all types of uses including lighting and power. Customers whose monthly maximum demand is expected to exceed 20 kW, or has exceeded 20 kW in any three months during the preceding 12 months, are ineligible for service under this schedule.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge - $/Day	
Single-Phase Service	$ 0.836
Polyphase Service	$ 0.058
Energy Usage Charge - $/kWh	
Summer, all kWh, per kWh	$ 0.15402
Winter, all kWh, per kWh	$ 0.12402
Public Purpose Programs	
All kWh per kWh	$0.01327
Monthly Minimum Charge:	$10.00

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on the first Sunday in June and will continue until 12:00 a.m. on the first Sunday in October each year. The Winter season begins at 12:00 a.m. on the first Sunday in October and continues until 12:00 a.m. on the first Sunday in June of the following year.

2. Voltage: Service will be supplied at one standard voltage.

SCHEDULE C – LARGE GENERAL SERVICE

Applicability

Applicable to nonresidential electric service for all types of uses including lighting and power where the customer's monthly maximum demand is expected to exceed 20 kW or has exceeded 20 kW in any of the 3 months during the preceding 12 months.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge - $/Meter/Month – Single Phase	$177.08	
Polyphase	$189.25	
Energy Usage Charge - $/kWh		
Summer, all kWh, per kWh	$ 0.07048	
Winter, all kWh, per kWh	$ 0.06148	
Demand Charge- $/kW	Summer	Winter
Facilities Related Demand Charge, per kW	$12.71	$12.71
Time Related Demand Charge, per kW	$20.64	$0.00
Public Purpose Programs		
All kWh per kWh	$ 0.01230	
Monthly Minimum:	$10.00	

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Summer and Winter Seasons are defined as follows:

   The Summer season begins at 12:00 a.m. on the first Sunday in June and will continue until 12:00 a.m. on the first Sunday in October of each year. The Winter season begins at 12:00 a.m. on the first Sunday in October and continue until 12:00 a.m. on the first Sunday in June of the following year.

2. Voltage: Service will be supplied at one standard voltage.

3. Billing Demand: The Billing Demand shall be the kilowatts of Maximum Demand, determined to the nearest kW. The Billing Demand shall be the greater of the kilowatts of Maximum Demand recorded (or established for) the monthly billing period or 50% of the highest Maximum Demand established in the preceding eleven months (Ratcheted Demand).

4. Maximum Demand: The maximum demand in any month shall be the measured maximum average kilowatt input, indicated or recorded by instruments to be supplied by the City, during any 15-minute metered interval in the month.

5. Voltage Discount: The monthly Facilities Related Demand Charge will be reduced by 23.3% for service delivered and metered at voltages of 4 kV through 12 kV. The energy charge will be reduced by $.00074 per kWh for service delivered and metered at voltages of 2 kV through 12 kV.

6. Excess Transformer Capacity: Excess Transformer Capacity is the amount of transformer capacity requested by a customer in excess of that which the City would normally install to serve the customer's Maximum Demand. Excess Transformer Capacity shall be billed at the amount shown in the rates section above.

7. Power Factor Adjustment: When Maximum Demand has exceeded 200 kW for three consecutive months, kilovar metering will be installed as soon as practical, and thereafter, until the Maximum Demand has been less than 150 kW for twelve consecutive months, the billing will be adjusted each month for power factor.

   a. Adjustment Rate:
      i. For service delivered and metered at voltages 12 kV or less, the billing will be increased by $0.27 per kilovar of maximum reactive demand.

   b. Determining the Reactive Demand:
      i. Service delivered and metered at voltages of 4 kV or greater:
         1. The maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or

recorded by metering during any 15-minute metered interval in the month. The kilovars shall be determined to the nearest unit. A device will be installed on each kilovar meter to prevent reverse operation of the meter.

ii. Services delivered and metered at voltages less than 4 kV:

1. For customers with metering used for billing that measures reactive demand, the maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15-minute metered interval in the month. The kilovars shall be determined to the nearest unit. A device will be installed on each kilovar meter to prevent reverse operation of the meter.

2. For customers with metering used for billing that measures kilovar-hours instead of reactive demand, the kilovars of reactive demand shall be calculated by multiplying the kilowatts of measured maximum demand by the ratio of the kilovar-hours to the kilowatt-hours. Demands in kilowatts and kilovars shall be determined to the nearest unit. A ratchet device will be installed on the kilovar-hour meter to prevent its reverse operation on leading power factors.

SCHEDULE SL – STREET LIGHTING SERVICE

MVU OWNED SYSTEM

Applicability

Applicable to un-metered service for the lighting of streets and highways where MVU owns and maintains the street lighting equipment and associated facilities included under this schedule.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Energy Usage Charge - High Pressure Sodium Vapor Lamps

Basic Charge:

Initial Lumens	Wattage	All Night Service Monthly kWhs	**$/Lamp Monthly Charge**	**$/Lamp/Month Public Purpose Programs Charge**
9,500	100	40	$11.37	$0.31
16,000	150	67	$13.53	$0.51
22,000	200	85	$15.13	$0.66
27,500	250	108	$1645	$0.83

Energy Usage Charge – Light Emitting Diode (LED) Lamps

Basic Charge:

Initial Lumens	Wattage	All Night Service Monthly kWhs	**$/Lamp Monthly Charge**	**$/Lamp/Month Public Purpose Programs Charge**
14,700	183	75	$18.98	$0.61

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Maintenance shall include periodic inspection, renewal of lamps, cleaning of glassware, replacement of damaged glassware and lamps, and minor repairs to wiring and electrical appurtenances.

2. Hours of Service: Under MVU's standard all night operating schedule, approximately 4,140 hours of service will be furnished.

3. The developer shall install streetlights that will be served from MVU's underground system. These streetlights must be installed in accordance with MVU's specifications and the developer will deed such facilities to MVU.

4. Requirements and Restrictions:

    a. The applicant for street light service shall specify the lamp size and location of streetlights.

    b. Service shall not be furnished under this schedule where location, mounting height, or other considerations are unacceptable to the MVU.

    c. The installation of street lighting equipment and facilities hereunder is contingent upon the MVU obtaining easements, rights of way, and highway permits satisfactory to the MVU for the required poles, equipment, and facilities.

    d. In accordance with Rule No. 4, a written contract for a term of not less than one year is required in order to receive street light service under the provisions of this schedule.

    e. Should the applicant not commence using the street lighting in a bona fide manner within ninety (90) days after date of completion and installation of a street light or street lighting system requested by the applicant, the MVU will bill, and the applicant shall pay, the applicable lamp charge(s).

5. Liability of Utility: MVU shall not, by taking action pursuant to its tariffs, be liable for any loss, damage, or injury, established or alleged, which may result, or be claimed to result, therefrom.

SCHEDULE SL2 – STREET LIGHTING SERVICE

CUSTOMER OWNED AND MAINTAINED SYSTEM SCHEDULE (UNMETERED)

Applicability

Applicable to service for un-metered lighting of streets, highways, and directional highway signs served in conjunction with street and highway lighting, and other publicly operated automobile parking lots which are open to the general public, where the customer owns and maintains the street lighting equipment operated within the period from dusk to dawn.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Energy Usage Charge - High Pressure Sodium Vapor Lamps

Basic Charge:

Initial Lumens	Wattage	All Night Service Monthly kWhs	**$/Lamp Monthly Charge**	**$/Lamp/Month Public Purpose Programs Charge**
9,500	100	40	$ 5.03	$0.31
16,000	150	67	$ 6.69	$0.51
22,000	200	85	$ 7.85	$0.66
27,500	250	108	$ 9.31	$0.83

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Voltage: Service will be supplied at one standard voltage.

2. Requirements and Restrictions:

    a. The applicant for street light service shall specify the lamp size and location of streetlights.

    b. Service shall not be furnished under this schedule where location, mounting height, or other considerations are unacceptable to the MVU.

    c. The installation of street lighting equipment and facilities hereunder is contingent upon the MVU obtaining easements, rights of way, and highway permits satisfactory to the MVU for the required poles, equipment, and facilities.

3. Liability of Utility: MVU shall not, by taking action pursuant to its tariffs, be liable for any loss, damage, or injury, established or alleged, which may result, or be claimed to result, therefrom.

SCHEDULE SL3 – STREET LIGHTING SERVICE

CUSTOMER OWNED SYSTEM SCHEDULE (METERED)

Applicability

Applicable to service for metered lighting service of streets, highways, and directional highway signs served in conjunction with street and highway lighting, and other publicly operated automobile parking lots which are open to the general public, where the customer owns the street lighting equipment operated within the period from dusk to dawn.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge – Per meter per Month	$14.75
Energy Usage Charge - $/kWh	
All Year - all kWh, per kWh	$ 0.056224
Public Purpose Programs	
All kWh, per kWh	$0.00772

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Voltage: Service will be supplied at one standard voltage.

2. The customer will furnish and maintain all equipment beyond the meter.

SCHEDULE TC-1 – TRAFFIC CONTROL SERVICE

Applicability

Applicable to service for traffic directional sign or signal lighting service owned by governmental agencies and located on streets, highways and other publicly dedicated outdoor ways and places.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge – per Meter per Day	
Single-Phase Service	$ 0.546
Polyphase Service	$ 0.034
Energy Usage Charge - $/kWh	
All Year - all kWh, per kWh	$ 0.10837
Public Purpose Programs	
All kWh, per kWh	$0.01259

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Voltage: Service will be supplied at one standard voltage.

SCHEDULE TOU-LGS – TIME OF USE – LARGE GENERAL SERVICE

Applicability

Applicable to nonresidential electric service for all types of uses including lighting and power where the customer's monthly maximum demand is expected to exceed 500 kW or has exceeded 500 kW in any of the 3 months during the preceding 12 months.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge - $/Meter/Month	$580.50	
Energy Usage Charge - $/kWh		
Summer		
On-Peak	$ 0.12155	
Mid-Peak	$ 0.06902	
Off-Peak	$ 0.04533	
Winter		
Mid-Peak	$ 0.07048	
Off-Peak	$ 0.05036	
Demand Charge- $/kW	Summer	Winter
Facilities Related Demand Charge, per kW	$14.95	$14.95
Time Related Demand Charge, per kW		
On-Peak	$22.11	$0.00
Mid-Peak	$6.25	$0.00
Off-Peak	$0.00	$0.00
Public Purpose Programs		
All kWh per kWh	$ 0.01098	
Monthly Minimum :	See Condition #4	

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Time periods are defined as follows:

On-Peak:	Noon to 6:00 p.m. Summer weekdays except holidays
Mid-Peak:	8:00 a.m. to Noon and 6:00 p.m. to 11 p.m. Summer weekdays except holidays; 8 a.m. to 9 p.m. Winter weekdays except holidays
Off-Peak:	All other hours

   Holidays are defined as New Year's Day (January 1), Martin Luther King's Birthday (third Monday in January), Washington's Birthday (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veterans Day (November 11), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

   When any holiday listed above falls on Sunday, the following Monday will be recognized as an off-peak period. No change will be made for holidays falling on Saturday.

2. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on the first Sunday in June and will continue until 12:00 a.m. on the first Sunday in October of each year. The Winter season begins at 12:00 a.m. on the first Sunday in October and continue until 12:00 a.m. on the first Sunday in June of the following year.

3. Voltage: Service will be supplied at one standard voltage.

4. Billing Demand: The Billing Demand shall be the kilowatts of Maximum Demand, determined to the nearest kW. The Billing Demand shall be the greater of the kilowatts of Maximum Demand recorded (or established for) the monthly billing period or 50% of the highest Maximum Demand established in the preceding eleven months (Ratcheted Demand).

5. Maximum Demand: The maximum demand in any month shall be the measured maximum average kilowatt input, indicated or recorded by instruments to be supplied by the City, during any 15-minute metered interval in the month.

6. Excess Transformer Capacity: Transformer Capacity is the amount of transformer capacity requested by a customer in excess of that which the City would normally install to serve the customer's Maximum Demand. Excess Transformer Capacity shall be billed at the amount shown in the rates section above.

7. Power Factor Adjustment: The billing will be adjusted each month for power factor.

    a. Adjustment Rate: The customer's bill will be increased each month for the power factor $0.27 per kilovar of maximum reactive demand.

    b. The maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15 minute metered interval in the month. For customers with metering used for billing that measures kilovar-hours instead of reactive demand, the kilovars of reactive demand shall be calculated by multiplying the kilowatts of measured maximum demand by the ratio of the kilovar-hours to the kilowatt-hours. Demands in kilowatts and kilovars shall be determined to the nearest unit. A device will be installed on the kilovar-hour meter to prevent its reverse operation on leading power factors.

SCHEDULE SE - SERVICE ESTABLISHMENT CHARGE

Applicability

Applicable to general service and domestic service customers.

Territory

Within the entire territory served by Moreno Valley Utility.

Rate

For each establishment of electric service, a charge will apply.

Special Conditions

1. The service establishment charge is in addition to the charges calculated on the applicable rate schedule and will be made each time an account is established.

2. Establishment means each time an account is opened, including a turn on of electric service or a change of name that requires a meter reading.

3. If the customer requests electric service be established on the same day as his request or outside regular business hours, an additional charge will apply.

SCHEDULE NEM – NET ENERGY METERING

Applicability

Applicable to general service and domestic service customers who have eligible renewable energy generation systems connected to MVU's system (interconnected) and meet program requirements.

Territory

Within the entire territory served by Moreno Valley Utility.

Net Surplus Compensation Rate

The net surplus compensation rate shall be $0.08979 per kWh applied to any net surplus energy remaining at the end of the customer's twelve (12) month billing period ("relevant period").

Special Conditions

1. NEM customers will receive a credit for the surplus electricity supplied to MVU's system.
2. This credit will be applied to the customer's energy bill, to offset all or part of the costs associated with the energy that is consumed each month.
3. Residential accounts are billed once a year for "net" energy consumed or generated over the previous 12 months, if any.
4. Small business accounts served under the General Service Rate also qualify for annual billing.
5. Large business NEM accounts under the Large General Service Rate are billed monthly for their energy usage.
6. Net surplus energy is the amount of generated kilowatt-hours (kWh) energy that is exported to MVU's system that exceeds the amount that is received from MVU.
7. Any net surplus energy remaining at the end of the 12-month billing period (also called the "relevant period") will be given a monetary value known as the Net Surplus Compensation Rate (NSCR).
8. The NSCR value is established by MVU to reflect the costs MVU avoids in procuring power during the time period net surplus generators are likely to produce excess power.

9. Customers may choose to either roll over the monetary value of any net surplus energy to the next billing cycle, or receive payment for any net surplus energy at the end of your 12-month relevant period.
10. Customers will be billed monthly for nominal non-energy-related charges such as taxes.

SCHEDULE ED – ECONOMIC DEVELOPMENT ("ED") RATE

Applicability

Commercial or industrial end-use customers that would otherwise receive service under Electric Rate Schedule TOU-LGS (Time of Use-Large General Service) and meet certain criteria as established and adopted by resolution of the City Council of the City of Moreno Valley may take advantage of the ED rate as a New Customer or Expanded Load Customer. This ED rate is applicable to all or part of the services provided to New Customers and Expanded Load Customers, as such terms are defined herein.

1. A New Customer shall be a customer seeking to locate a new business or relocate an existing business (not currently located within the territory served by Moreno Valley Utility) within Moreno Valley Utility's service territory.
2. An Expanded Load Customer shall be an existing Moreno Valley Utility TOU-LGS customer that is adding new load to Moreno Valley by a minimum of 200 kW based upon the customer's past electrical demand as determined by Moreno Valley Utility. The expanded load can be at the customer's current site, or at a new site within the Moreno Valley Utility service territory. The ED rate will only be applied to the expanded load as determined in Section 5 below.
3. A New Customer shall meet the following criteria:
   a. Targeted industries
      i. Logistics/Distribution
      ii. Medical/Healthcare
      iii. Auto Dealerships
   b. Building/Area size
      i. Logistics/Distribution 500,000 sf minimum
      ii. Medical/Healthcare 100,000 sf minimum
      iii. Auto Dealerships 5 acres
   c. Job Creation
      i. Tier 1 Discount Rate 150 – 499 jobs
      ii. Tier 2 Discount Rate 500 – 999 jobs
      iii. Tier 3 Discount Rate greater than 1000 jobs
      iv. Tier 4 Discount Rate 350 jobs minimum

d. City Revenue Producer – either sales tax or use tax generation

i. Tier 1a Discount Rate

ii. Tier 4 Discount Rate $40,000 annual minimum to the City

Territory

Within the entire territory served by the Moreno Valley Utility.

Character of Service

The service provided hereunder shall be alternating current with regulated frequency of 60 hertz, three-phase, or a combination single and three-phase served through one meter, at a standard voltage not to exceed 480 volts, or as may be specified by the Electric Division. To be eligible to participate all customers must have a demand meter.

Rates

Except as provided herein, or in the Economic Development Rate Agreement, all charges and provisions of the customer's otherwise applicable rate schedule shall apply. The applicable Energy Charge and Demand Charge under the customer's otherwise applicable rate schedule will be reduced as follows:

	Tier 1/Tier 1a	Tier 2	Tier 3	Tier 4
Years 1 - 2	15%	20%	20%	20%
Years 3 - 4	12%	15%	20%	20%
Years 5 – 6	10%	10%	15%	20%
Years 7 -12	-	-	-	20%

Special Conditions

1. Term: Economic Development Rate Agreements entered into under this Schedule shall be for a single six-year term, except for Tier 4, which shall be for a single twelve-year term.

2. Approval: Application of this Rate Schedule shall be subject to the approval of the City Manager or his designee, based on meeting the eligibility criteria outlined herein.

3. Agreement: The customer must sign a standard Moreno Valley Economic Development Rate Agreement in order for the rates under this Schedule to be applicable. In addition to the other terms of this Schedule, the Economic Development Rate Agreement shall require the customer to reimburse Moreno Valley for all rate reductions received under this Schedule, if the customer

fails to maintain the required minimum load during the six-year term or twelve-year term of the Agreement.

4. Minimum Load: Customers qualifying under this Schedule as a New Customer with a projected minimum monthly electric demand of at least 500 kW or as an Expanded Load Customer under Applicability Sections 1and 2 above, respectively, must agree to maintain a minimum level of load for six years for Tier 1/1a, Tier 2, and Tier 3 discounts, and twelve years for Tier 4 discount from the date service is first rendered under this Schedule as set forth in the Economic Development Rate Agreement.

5. Base Period Usage: Base Period Usage shall be established and agreed to in the Economic Development Rate Agreement for Expanded Load Customers. Base Period Usage shall be the average monthly energy use and demand for the customer during the last three years of service to the customer, from the date ending the last payment period before the date of the Agreement. Expanded Load qualifying for the rate under this Schedule shall be measured as the difference between the new monthly, meter documented energy use and demand, and the Base Period Usage.

6. State Mandated Public Purpose Program Charge: All bills rendered under this Schedule shall be subject to the Public Purpose Program Charge as established by the City Council.

7. Miscellaneous Fees and Charges: Rates charged pursuant to this Schedule shall be subject to any Energy Users Taxes, Utility Users Taxes, and any other governmental taxes, duties, or fees which are applicable to Electric Service provided to Customer by the City of Moreno Valley. Rates are also subject to adjustment, as established by the City of Moreno Valley City Council in response to federal or state climate change laws, renewable portfolio standard or other mandated legislation. These adjustments may include but are not limited to charges to mitigate the impacts of greenhouse gas emissions or "green power" premiums.

8. Expanded Load: Expanded Load customers applying for this rate must demonstrate to the satisfaction of the Utility that the expanded load is new to Moreno Valley.

9. Effective Date: The effective date of the Economic Development Rate Agreement shall commence within 12 months from the date of the City's approval, or the Agreement becomes null and void. The Agreement becomes effective upon execution by the parties, and the Economic Development Rate commences upon written notice by customer, and coincides with the customer's normal billing cycle.

10. Reapplication: Customers who have received service under the Economic Development Rate are eligible to reapply for the rate as an Expanded Load Customer 12 months after their current Economic Development Rate Agreement has expired, if they meet the criteria therefore.

11. Restrictions: Residential customers and federal, state or local government agencies are not eligible to apply for service under this Schedule.

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MV00208229

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	<CityManager>

Report to City Council

TO: Mayor and City Council

FROM: Joel Ontiveros, Chief of Police

AGENDA DATE: June 25, 2013

TITLE: AUTHORIZE PLACEMENT OF AN OFFICER ON THE "WESTERN RIVERSIDE COUNTY POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM"

RECOMMENDED ACTION

Recommendation:

1. Approve the placement of an officer on the "Western Riverside County Post-Release Accountability and Compliance Team" (WEST-PACT).

BACKGROUND

On October 1, 2011, in an effort to reduce the California State Prison inmate population, the State of California enacted Assembly Bill (AB) 109, also known as Public Safety Realignment, into law. The realignment shifted the responsibility for managing certain convicted criminals from the State to counties and cities. The realignment included the release of low-level and non-violent offenders into a new program called Post Release Community Supervision (PRCS). Even though the PRCS releases were supposed to be low level and non-violent offenders, many PRCS offenders are actually habitual criminals, many of whom have committed violent crimes. The offenders qualify for PRCS because the criminal conviction controlling their prison sentence was a lesser crime that in many cases was the result of a plea agreement. The sudden shift in responsibility severely strained County and City resources across the State. Because Riverside County jails were already operating at capacity, the realignment has contributed to the early release of County jail inmates due to overcrowding.

The Riverside County Probation Department is charged with supervising PRCS offenders. However, PRCS offenders represent a different classification of offender than those traditionally supervised by the Probation Department. The traditional role of probation is one of rehabilitation, not punishment. Prior to release, the PRCS offender

was serving a punitive sentence in State prison. Upon release, the PRCS offender serves the remainder of his punitive sentence in the community. The combination of a new classification of clientele with the increased demand for supervision has stretched the Probation Department's ability to provide meaningful supervision of PRCS offenders.

In short, the State released thousands of people who have demonstrated general readiness to commit crimes without an infrastructure necessary to monitor and deter them. In August 2012, the Probation Department estimated that 226 PRCS offenders resides in Moreno Valley. As of March 2013, this number has grown to 324 PRCS offenders residing in our City. This constitutes a 45% increase in a seven month time-span and the number continues to grow. This clear and real demand for supervision has led to the development of teams, such as the WEST-PACT.

DISCUSSION

The Riverside County Community Corrections Partnership Executive Committee recognized the need for local law enforcement participation in the supervision of AB109 PRCS offenders. The committee allocated funding to form the AB109 Post-Release Accountability and Compliance Team (PACT) to partner the Probation Department with city law enforcement. On January 17, 2012, the Board of State and Community Corrections allocated State funding to city law enforcement agencies who participate in PACTs. The Association of Riverside County Chiefs and Sheriff (ARCCOPS) selected the City of Beaumont to serve as the fiscal agent for the funding allocated to cities in Riverside County. ARCCOPS formed a plan for three separate regional teams to handle the impacts of realignment. One of the teams is the "Western Riverside County Post-Release Accountability and Compliance Team" (WEST-PACT). WEST-PACT is comprised of officers from the Riverside County Probation Department, the Corona Police Department, the Riverside Police Department and the Moreno Valley Police Department (MVPD). The individual department costs for WEST-PACT participation will be reimbursed by the funding described above.

The WEST-PACT will focus on "high-risk" and "at-large" PRCS offenders who pose the most risk to the public within the participating agency jurisdictions. The WEST-PACT will be dedicated to identifying and investigating "non-compliant" PRCS offenders, locating and apprehending "at-large" and "high-risk" PRCS offenders, and performing compliance sweeps. Through pro-active and coordinated investigations, WEST-PACT will share information, serve warrants, locate and apprehend PRCS violators and reduce the number of PRCS offenders who abscond.

The MVPD will provide one sworn officer and an emergency-equipped vehicle to the WEST-PACT. The officer participating on WEST-PACT will work out of the Riverside Police Department - Magnolia Station with all the other dedicated WEST-PACT members. The agreement provides for reimbursement of MVPD WEST-PACT participation expenses up to $200,000. The Moreno Valley police officer will respond with the entire WEST-PACT team when conducting compliance checks or other law enforcement actions related to PRCS offenders residing in Moreno Valley. The MVPD

can also call upon the WEST-PACT resources to search for PRCS offenders involved in city crimes.

The sworn officer will be moved from the ranks of the MVPD Special Enforcement Team designated for reduction in FY2013/2014, and converted from a Supported Undedicated Productive (SUP) position to the much lower cost of an Unsupported Dedicated Productive (UDP) position. The WEST-PACT funding is expected to continue through the next three fiscal years. The number of PRCS offenders residing in the city of Moreno Valley will continue to grow. The MVPD partnership with WEST-PACT will multiply the force of one officer by the number of officers and resources available to the team. Such a force multiplier will help off-set the negative impact of more than 324 PRCS offenders residing in the City.

ALTERNATIVES

The Council has the following alternatives:

1. Approve the recommendation for placing an officer onto WEST-PACT. This approval will promote increased public safety and quality of life by mitigating the negative impact of an increased number of criminals in the city.

2. Decline the placement of an officer onto WEST-PACT. Declining participation on the team will ensure WEST-PACT resources are not used to mitigate the negative impact of PRCS offenders residing in the city. The lack of monitoring will likely lead to increased crime.

FISCAL IMPACT

The MVPD is requesting City Council approval to fund one sworn officer position for participation in WEST-PACT during FY2013/2014. The WEST-PACT officer costs are revenue backed up to $200,000.

The City of Moreno Valley currently contracts with the Riverside County Sheriff's Department (RCSD) for law enforcement services. In the City's effort to balance the FY2013/2014 budget, the MVPD budget will be reduced by $6 million. The reduction translates to the reduction of twenty-five sworn Supported Undedicated Productive (SUP) peace officer positions.

If approved, Moreno Valley Police Department (MVPD) will provide one sworn employee and an emergency-equipped vehicle to the WEST-PACT. The MVPD will convert one of the (SUP) police officer positions scheduled for reduction in FY2013/2014, to the much less expensive contract rate of an Unsupported Dedicated Productive (UDP) police officer position.

The Sheriff's Department will bill the City for that WEST-PACT officer position at the UDP contract rate. The City will bill the WEST-PACT for the actual cost of the officer's participation. The estimated FY2013/2014 cost of regular duty hours is $158,843.36. ($76.37 x 1780 hours per year = $158,843.36) The estimated FY2013/2014 mileage

costs are $8,800.00 (10,000 miles per year x $0.88 per mile) The combined cost of the estimated regular duty hours and mileage equals $167,643.36; which leaves $32,356.64 of WEST-PACT funding available to cover the MVPD officer's WEST-PACT overtime and equipment costs.

Revenue/Expenditure Appropriation

Description	Fund	GL Account No.	Type (Rev/Exp)	Amount
Officer Costs	General Fund	1010-60-99-NEW-VARIOUS	Exp	$200,000
Reimbursement from WEST-PACT	General Fund	1010-60-69-NEW-XXXXXX	Rev	$200,000

Budget Adjustment

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 13/14 Amended Budget	Proposed Adjustment	FY 13/14 Revised Budget
Officer Costs	General Fund	1010-60-99-NEW-VARIOUS	Exp	$0	$200,000	$200,000
Reimbursement from WEST-PACT	General Fund	1010-60-69-NEW-XXXXXX	Rev	$0	$200,000	$200,000

CITY COUNCIL GOALS

The approval of the placement of an officer onto WEST-PACT will meet the City Council Public Safety goal of lowering the crime rate, reducing the recidivism rate of prior offenders, and improve the quality of life for the citizens of Moreno Valley.

SUMMARY

Placement of an officer on WEST-PACT will increase the monitoring and arrest of PRCS offenders who violate their release terms. The officer WEST-PACT participation costs will be reimbursed up to $200,000.

NOTIFICATION

Indicate any outreach efforts made to elicit comments from parties with interest in the issue. Review comments that may have been made. Also, identify to whom copies of the report were sent so they could be informed about the agenda item.

ATTACHMENTS

1. Draft of the "Western Riverside County Post-Release Accountability and Compliance Team" cooperative agreement.

Prepared By:
Eric Hernandez
Lieutenant

Department Head Approval:
Joel Ontiveros
Chief of Police

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00208235

COOPERATIVE AGREEMENT TO FORM AND STAFF THE "WESTERN RIVERSIDE COUNTY POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM" (WEST-PACT)

THIS COOPERATIVE AGREEMENT is made and entered into by and among the following Participating Agencies:

CITY OF CORONA POLICE DEPARTMENT
CITY OF RIVERSIDE POLICE DEPARTMENT
CITY OF MORENO VALLEY POLICE DEPARTMENT
RIVERSIDE COUNTY PROBATION DEPARTMENT

1. **Effective Date of Agreement**. This Cooperative Agreement shall become effective when it has been signed by a simple majority of the Participating Agencies. This Agreement may be executed in counterparts, which together shall constitute a single agreement.

2. **Creation of WEST-PACT**. There is hereby created the "Western Riverside County Post-Release Accountability and Compliance Team" or WEST-PACT.

3. **Purpose of WEST-PACT**. WEST-PACT is a task force consisting of selected representatives from each of the Participating Agencies the purpose of which is to focus on "high-risk" and "at-large" Post Release Community Supervision (PRCS) offenders that pose the most risk to public safety. WEST-PACT will be dedicated to identifying and investigating "non-compliant" PRCS offenders, locating and apprehending "at-large" and "high-risk" PRCS offenders and performing compliance sweeps. Through sustained, proactive and coordinated investigations, WEST-PACT will be able to share information, serve warrants, locate and apprehend PRCS violators and reduce the number of PRCS offenders who abscond.

4. **Participating Agency Contributions to WEST-PACT**. The Participating Agencies shall contribute the following resources to the WEST-PACT task force:

- A Minimum of One (1) Sworn Employee with all required uniforms and safety equipment
- A vehicle (including required emergency equipment if applicable) for each assigned sworn employee

5. **Organization**.

A. **WEST-PACT Council**: WEST-PACT shall be governed by a Council consisting of the Police Chiefs of each participating City and the Chief Probation Officer or their respective designees.

B. **Meetings of the Council**:

i. **Frequency and Location**: the Council shall meet quarterly, or as needed. The Council shall designate a location for the Meetings, and the Council may, from time-to-time, change the place of meeting.

ii. **Quorum and Voting**: a majority of the representatives of the Council shall constitute a quorum. Each Participating Agency shall have one vote, and actions of the Council shall be adopted upon an affirmative vote of a majority of the Council. The Council may adopt such additional rules required for the conduct of its affairs so long as such rules do not conflict with this Cooperative Agreement.

iii. **Meeting Minutes**: the Council shall keep, or cause to be kept, minutes of Council meetings.

iv. **Council Chair**: Council members shall elect a Council Chairperson who shall preside over Council meetings. The Chair shall serve in such capacity until a new Chair is elected by a simple majority vote.

6. **WEST-PACT Supervisor/Commander**.

A. **Appointment**: The Council shall appoint a Supervisor/Commander who shall serve at the pleasure of the Council. The Commander shall be an employee of a Participating Agency and shall possess the rank of Sergeant.

B. **Duties**: Acting under the direct supervision of the Council Chairperson, the Supervisor/Commander shall implement the policies and procedures adopted by the Council, and shall supervise personnel assigned to WEST-PACT by the Participating Agencies. In addition, the Supervisor/Commander shall:

i. **Prepare Reports**: the Commander shall prepare the following reports to be submitted to the Council:

a. A monthly report of expenditures;

b. A monthly statistics report;

c. A Quarterly report, summarizing the previous quarter's operations, including a section for statistical data. The report shall contain sufficient information regarding the Team's activities to enable the Council to reassess the Team's goals and objectives.

iii. **Supervise Purchasing**: The Supervisor/Commander shall supervise the purchase of supplies and other resources necessary in the performance of WEST-PACT's mission. The Council may designate one participating agency to serve as the purchasing agent.

C. Training: The Supervisor/Commander shall prepare and submit a task force training plan.

7. **Withdrawal; Termination**.

A. Termination: This Agreement shall not terminate unless by mutual agreement of the Participating Agencies and provided that all debt and liabilities of WEST-PACT are satisfied. Any remaining funds and proceeds derived from any funding sources supporting the Taskforce shall be distributed as determined by a vote of the Association of Riverside County Chiefs of Police and Sheriff (ARCCOPS); or the Community Corrections Partnership Executive Committee (CCPEC) where applicable.

B. Withdrawal: Notwithstanding the foregoing, each Participating Agency reserves the right to terminate its participation at any time, upon 60 days' prior written notice to the Council.

9. Ownership of Documents. All reports, budgets and other documents shall be the property of the Participating Agencies, individually and collectively.

10. Compensation and Training.

A. Compensation: Each Participating Agency shall be responsible for providing its assigned personnel with salaries, benefits and overtime in accordance with state and federal law, rules and regulations.

B. Training: Each Participating Agency shall be responsible for training its assigned personnel.

11. Reimbursement of Expenses. Each participating agency (EXCEPT PROBATION) shall be entitled to an annual reimbursement of expenses not to exceed $200,000.00 per sworn officer assigned full-time to the taskforce. Each agency shall submit an invoice to the "funding agency", on an approved funding template, within thirty (30) days of the end of each month in which the expenses were incurred. Copies of receipts and other supporting documents shall be submitted as applicable with each request for payment.

12. Audits. All WEST-PACT reports, budgets, expenditures and other documentation shall be maintained and preserved for a period of no less than 3 years after termination of this Cooperative Agreement, and shall be readily available for examination and audit by any Participating Agency during normal business hours and upon reasonable advance notice.

13. **Liability and Indemnification**. All personnel assigned to WEST-PACT shall be and are employees of their respective Participating Agencies and shall be deemed to possess the same authorities, responsibilities and immunities as are conferred upon them as Peace Officers in their respective jurisdictions.

Therefore, each Participating Agency agrees to indemnify and hold the other Participating Agencies harmless from any and all liability for death, injury and/or damage, actual or alleged, to persons or property, arising out of, or resulting from negligent acts or omissions of the indemnifying party or its employees. When the Council itself or its agents are held liable for deaths or injuries to persons or property, each party's liability for contribution or indemnity for such injuries shall be based proportionately upon the contributions of each Participating Agency. In the event of liability imposed upon any of the participating agencies, or upon the Council, for injury which is caused by the negligent or wrong act or omission of any of the parties in the performance of this Cooperative Agreement, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to $100.00. The party or parties directly responsible for the negligent or wrongful acts or omissions shall indemnify, defend, and hold the other parties harmless from any liability for personal injury or property damage arising out of the performance of this Cooperative Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

CITY OF CORONA

Dated: _____ By _____

CITY OF MORENO VALLEY

Dated: _____ By _____

CITY OF RIVERSIDE

Dated: _____ By _____

RIVERSIDE COUNTY PROBATION DEPARTMENT

Dated: _____ By _____

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MV00208241

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: June 25, 2013

TITLE: APPROVE EQUIPMENT LEASE AND PURCHASE OPTION AGREEMENT BETWEEN MUNI-FED ENERGY, INC. AND THE CITY OF MORENO VALLEY

RECOMMENDED ACTION

Recommendations:

1. Approve Equipment Lease and Purchase Option Agreement between Muni-Fed Energy, Inc. and the City of Moreno Valley.

2. Authorize the City Manager to execute the Agreement on behalf of the City.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A.

BACKGROUND

California Assembly Bill 2021 (AB 2021) (Levine, Chapter 734, Statutes of 2006) was signed into law in September 2006. The statute requires that publicly owned utilities: (1) identify all potentially achievable, cost-effective energy savings; (2) establish annual targets for energy efficiency savings and demand reduction over 10 years; and (3) report targets, programs, expenditures, results, and cost-effectiveness to governing members and the California Energy Commission (CEC) every three (3) years. On February 26, 2013, the recommended annual energy efficiency and demand reduction targets of 0.18% of retail sales for Moreno Valley Utility were approved by the City Council.

DISCUSSION

The proposed energy savings project consists of the installation of either a small unit on top of street lights or at intersections served by Moreno Valley Utility. Both units control the voltage in the ballast so that the street lights use less energy. The unit designed for street lights is called a Lite Owl, and the unit designed for street lights at intersections (safety lights) is called the E-Series. Staff conducted two separate tests on the Lite Owl and E-Series unit over several months, and confirmed an average energy savings of 30%. The Lite Owl is unique in that it is a lighting control application that is specifically designed for individual street lights with a standard photocell. The E-Series unit is designed for safety lights located at intersections. Unlike other energy savings measures, no retrofit of existing street lights is required for either unit, thus reducing the installation cost. Research and analysis has shown that there are no alternative products available for individual street lights and safety lights that use this "active ballast emulator" technology. This technology represents an interim solution for meeting the utility's energy efficiency goals until other technologies, such as LED lighting, become more cost-effective.

The Equipment Lease and Purchase Option Agreement spreads the total cost of the units over a ten-year period, with an option to buy the units at the end of the agreement for $1.00 per unit. The total value of the Agreement is $269,222.00

It is estimated that this project will produce an energy savings of approximately 352,986 k kWh per fiscal year, reportable to the CEC as part of the energy savings programs required under AB 2021.

ALTERNATIVES

1. Approve the Equipment Lease and Purchase Option Agreement between Muni-Fed Energy, Inc., and the City of Moreno Valley, and authorize the City Manager to execute the Agreement. *The approval of the Agreement will contribute to the energy efficiency and demand response targets of 0.18% of retail sales for Moreno Valley Utility as established by Council on February 26, 2013.*
2. Do not approve the Equipment Lease and Purchase Option Agreement between Muni-Fed Energy, Inc., and the City of Moreno Valley and do not authorize the City Manager to execute the Agreement. *This would result in the utility looking for other energy efficiency programs to meet the energy efficiency and demand reduction targets as set forth by the City Council.*

FISCAL IMPACT

This project will be funded through Public Purpose funds which the City Council formally adopted on January 13, 2004. The Public Purpose Program is required by existing law, and continues to collect PPP funds as required. **Public Purpose Program funds can only be utilized under a strict umbrella of programs, determined at the State level of government.**

The pending 2013/2014 budget year has allocated $180,000 for energy efficiency programs. It is anticipated that the annual lease payments will be $26,922 per year, with a total value of $269,222. The estimated savings to the City over the life of the Agreement is $315,634.

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:

Create a positive environment for energy efficiency and potentially help contribute to the reduction of state's reliance on fossil-fueled generation.

NOTIFICATION

Posting of agenda.

ATTACHMENTS

Attachment 1: Equipment Lease and Purchase Option Agreement

Prepared By:
Jeannette Olko
Electric Utility Division Manager

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00208245

Equipment Lease and Purchase Option Agreement

This Equipment Lease and Purchase Option Agreement (this "Agreement") is made and entered effective as of _____ 2013 ("Effective Date"), by and between Muni-Fed Energy, Inc., a California corporation ("Lessor") and the City of Moreno Valley, a California municipal corporation ("Lessee") (collectively referred to as the "Parties").

The Parties agree as follows:

1. **EQUIPMENT:** Lessor hereby leases to Lessee the following new equipment: One Hundred and Seventy Eight (178) 20amp/120v E-Series energy savings devices ("E-Series") and One Thousand Three Hundred (1,300) 120v Lite Owl energy savings devices ("Lite Owl" and, together with E-Series, collectively referred to as the "Equipment" and individually as a "Device").

2. **LEASE TERM:** The lease term will start on the date the City accepts in writing delivery ("Delivery Date") of the first Device(s) ("Start Date") and the lease term will end One Hundred Twenty (120) months from the Delivery Date of the last Device(s) ("End Date"). Lease payments for each Device will commence on the Delivery Date for each Device and will continue for 120 months thereafter for that Device. Therefore, it is possible lease payments may cease for some Devices while lease payments for other Devices, which were delivered at a later date, continue. However, once 120 lease payments have been received for a Device then the Lessee shall have no further lease payment obligations for that Device. The period beginning with the Start Date and ending on the End Date is hereinafter referred to as the "Lease Term". The E-Series devices <u>will be</u> delivered within thirty (30) days and the Lite Owl devices <u>will be</u> delivered within six (6) months after the Effective Date.

3. **LEASE PAYMENTS:** The total value of this Agreement is $269,222, calculated as follows: The total value of the E-Series devices of $102,172 (178 units x $574/unit) plus the total value of the Lite Owl devices of $167,050 (1300 units x $128.50/unit).

   Monthly lease payments ("Rent") are due on the first day of the month and shall commence upon the Start Date. If the Delivery Date for a Device or Devices occurs on a day other than the first of the month then rent shall be prorated in accordance with the following formula: (number of devices x price/lease term)/(remaining days in the month/total days in the month). For example, assume this Agreement is mutually executed by February 15, 2013, and the first Delivery Date is March 1, 2013 for 178 E-Series devices priced at $574/unit. The monthly Rent due that day would be $851.43 calculated as follows (178 units x $574.00/120 mos.)/(15 days/30 days). Thus in this example the term for the Rent of the 178 E-series devices would be 120 months commencing March 1, 2013 and terminating February 28, 2023.

   Assume the second Delivery Date is June 1, 2013 for 1300 Lite Owl devices priced at $128.50/unit. The monthly Rent payment due that day would be $1392.08 (1300 units x $128.5/120 mos.) <u>plus</u> $851.43 for a total of $2243.51. The term for the Rent of the 1300 Lite Owl devices would be 120 months commencing June 1, 2013 and terminating May 31, 2013.

   Rent payments are due the first day of the month and shall be made payable to Lessor and sent to: 6621 E. Pacific Coast Hwy. Suite 280, Long Beach CA 90803 Attention: Abbey

Lam or at any other address designated by Lessor. If the Lease Term does not start on the first day of the month or end on the last day of a month, the Rent due during such month will be prorated accordingly.

4. **LATE CHARGES:** If any amount under this Agreement is received by Lessor more than ten (10) days late, Lessee agrees to pay a flat late fee of One Hundred Dollars ($100.00).

5. **INTENTIONALLY OMITTED**.

6. **DELIVERY:** Lessee shall not be responsible for expenses and costs of shipping the Equipment to Lessee's premises.

7. **DEFAULTS BY LESSEE:** If Lessee fails to perform or fulfill any obligation under this Agreement, Lessee shall be in default of this Agreement. Subject to any statute, ordinance or law to the contrary, Lessee shall have seven (7) days from the date of notice of default by Lessor to cure the default. In the event Lessee does not cure a default, Lessor may at Lessor's option (a) cure such default and the cost of such action may be added to Lessee's financial obligations under this Agreement; or (b) declare Lessee in default of this Agreement. If Lessee shall become insolvent, cease to do business as a going concern or if a petition has been filed by or against Lessee under the Bankruptcy Act or any similar federal or state statute, Lessor may immediately declare Lessee in default of this Agreement. In the event of default, Lessor may, as permitted by law, re-take possession of the Equipment. Additionally, Lessor may, at its option, hold Lessee liable for any difference between the Rent that would have been payable under this Agreement during the balance of the unexpired term and any Rent paid by any successive lessee if the Equipment is re-let minus the cost and expenses of such re-letting. In the event Lessor is unable to re-let the Equipment during any remaining term of this Agreement, after default by Lessee, Lessor may at its option hold Lessee liable for the balance of the unpaid Rent under this Agreement if this Agreement had continued in force. If Lessor fails to perform or fulfill any obligation under this Agreement, Lessor shall be in default of this Agreement. Subject to any statute, ordinance or law to the contrary, Lessor shall have seven (7) days from the date of notice of default by Lessee to cure the default. In the event Lessor does not cure the default, Lessee may declare Lessor in default of this Agreement. If Lessor shall become insolvent, cease to do business as a going concern or if a petition has been filed by or against Lessor under the Bankruptcy Act or any similar federal or state statute, Lessee may immediately declare Lessor in default of this Agreement.

8. **DEFAULT BY LESSOR:** If Lessor fails to perform or fulfill any obligation under this Agreement, Lessor shall be in default of this Agreement. Subject to any statute, ordinance or law to the contrary, Lessor shall have seven (7) days from the date of notice of default by Lessee to cure the default. In the event Lessor does not cure a default, Lessee may at Lessee's option declare Lessor in default of this Agreement. If Lessor shall become insolvent, cease to do business as a going concern or if a petition has been filed by or against Lessor under the Bankruptcy Act or any similar federal or state statute, Lessee may immediately declare Lessor in default of this Agreement. In the event of default, Lessee may declare Lessor in default of this Agreement. In the event of default by Lessor, Lessee may, at its sole option, immediately cease all lease payments and obligations under this Agreement, Lessor shall be entitled to recover any of the Equipment, and Lessee shall not be responsible for any additional lease payments, costs,

expenses or balances incurred by Lessor. The foregoing notwithstanding, in the event of default by Lessor, Lessee may, at its sole option, pay the balance of all lease payments and obligations owed under this Agreement, and exercise the Purchase Option contained in Section 26 of this Agreement.

9. **POSSESSION AND SURRENDER OF EQUIPMENT:** Lessee shall be entitled to possession of the Equipment as it is delivered. As noted above, Lessor shall deliver the 178 E-Series units within thirty (30) days and the 1300 Lite Owl units within six (6) months of the Effective Date. Unless Lessee exercises the purchase option described in paragraph 25, at the expiration of the Lease Term, Lessee shall surrender the Equipment to Lessor by delivering the Equipment to Lessor or Lessor's agent in good condition and working order, ordinary wear and tear excepted.

10. **USE OF EQUIPMENT:** Lessee shall only use the Equipment in a careful and proper manner and will comply with all laws, rules, ordinances, statutes and orders regarding the use, maintenance of storage of the Equipment.

11. **CONDITION OF EQUIPMENT AND REPAIR:** Lessee or Lessee's agent shall inspect the Equipment and acknowledge that the Equipment is in good and acceptable condition upon installation.

12. **MAINTENANCE, DAMAGE AND LOSS:** Lessee will, at Lessee's sole expense, keep and maintain the Equipment in clean and good working order and repair during the Lease Term. In the event the Equipment is lost or damaged beyond repair, Lessee shall pay to Lessor the replacement cost of the Equipment. Lessor shall pass through warranty coverage by manufacturer to Lessee.

13. **INSURANCE:** Lessee shall be responsible to maintain insurance on the Equipment with losses payable to Lessor against fire, theft, collision, and other such risks as are appropriate and specified by Lessor. Upon request by Lessor, Lessee shall provide proof of such insurance. Additionally, Lessor acknowledges that Lessee is self-insured.

14. **ENCUMBRANCES, TAXES AND OTHER LAWS:** Lessee shall keep the Equipment free and clear of any liens or other encumbrances, and shall not permit any act where Lessor's title or rights may be negatively affected. Lessee shall be responsible for complying with and conforming to all laws and regulations relating to the possession, use or maintenance of the Equipment. Furthermore, Lessee shall promptly pay all taxes, fees, licenses and governmental charges, together with any penalties or interest thereon, relating to the possession, use or maintenance of the Equipment.

15. **LESSOR REPRESENTATIONS:** Lessor represents and warrants that he/she has the right to lease the Equipment as provided in this Agreement and that Lessee shall be entitled to quietly hold and possess the Equipment, and Lessor will not interfere with that right as long as Lessee pays the Rent pursuant to this Agreement and performs all other obligations under this Agreement.

16. **OWNERSHIP:** The Equipment is and shall remain the exclusive property of Lessor unless Lessee exercises the purchase option described in paragraph 25.

17. **SEVERABILITY:** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any

provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

18. **ASSIGNMENT:** Neither this Agreement nor either party's rights hereunder are assignable except with the prior written consent of both parties.

19. **BINDING EFFECT:** The covenants and conditions contained in this Agreement shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns of the Parties.

20. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

21. **NOTICE:** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service to:

    Lessor: Muni-Fed Energy, Inc.
    6621 E. Pacific Coast Hwy., Suite 280
    Long Beach, CA 90803
    Attention: Clay Sandidge

    Lessee: City of Moreno Valley
    _____
    _____
    _____

    Either Party may change such addresses from time to time by providing notice as set forth above.

22. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may only be modified by a written agreement signed by both Lessor and Lessee.

23. **CUMULATIVE RIGHTS:** Lessor's and Lessee's rights under this Agreement are cumulative, and shall not be construed as exclusive of each other or of any other rights available under applicable law to either Party unless otherwise required by law.

24. **WAIVER:** The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The acceptance of Rent by Lessor does not waive Lessor's right to enforce any provisions of this Agreement.

25. **INDEMNIFICATION:** Except for damages, claims or losses due to Lessor's acts or negligence Lessee, to the extent permitted by law, will indemnify and hold Lessor and Lessor's property free and harmless from any liability for losses, claims, injury to or death of any person, including Lessee, or for damage to property arising from Lessee

using and possessing the Equipment or from the acts or omissions of any person or persons, including Lessee, using or possessing the Equipment with Lessee's express or implied consent.

26. **PURCHASE OPTION:** Upon the full payment of all Rent obligations as described in Section 3 of this Agreement, ("Purchase Option Date"), Lessee shall have the right to purchase the Equipment for One Dollar and No Cents ($1.00) per unit. Such purchase option must be exercised within thirty (30) days of written notice by Lessor; otherwise the Lessor shall retain ownership of the Equipment thereafter.

27. **PREPAYMENT OPTION:** Lessor has recommended that Lessee apply for Energy Efficient Block Grant funds from the California Energy Commission. In the event Lessee receives such funding, or decides to utilize any other funds at its disposal, Lessee shall have the ongoing right to prepay any or all Rent through to the end of the Lease Term with no prepayment penalties.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

LESSOR: MUNI-FED ENERGY, INC.

_____
Philip H. Bowman
President

LESSEE: CITY OF MORENO VALLEY

_____

Name_____

Position_____

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council Acting in its Capacity as the Legislative Body of Moreno Valley Community Facilities District No. 4-Maintenance

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 25, 2013

TITLE: APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 4-MAINTENANCE MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14

RECOMMENDED ACTION

Recommendation:

1. Acting in its capacity as the legislative body of Moreno Valley Community Facilities District No. 4-Maintenance ("CFD No. 4-M" or "District") approve and adopt Resolution No. 2013-49. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Community Facilities District No. 4-Maintenance Maximum Special Tax Rate For Fiscal Year 2013/14.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable

BACKGROUND

Centerpointe Business Park is an industrial development area, which is generally located north of Cactus Avenue, south of Alessandro Boulevard, east of Frederick Street, and west of Heacock Street. As a condition of development, stormwater detention basin improvements were constructed to accommodate stormwater runoff within the Centerpointe Business Park industrial development area and adjoining properties.

On October 25, 2005, City Council adopted Resolution No. 2005-97 to form and establish CFD No. 4-M, to provide funding for stormwater facilities maintenance, and to

authorize the submittal of the levy of special taxes on properties within the Centerpointe Business Park industrial development, including adjacent properties that may in the future be annexed into CFD No. 4-M. Maintenance, as defined in the resolution to form CFD No. 4-M includes, but is not limited to, the provisions of all labor, materials, administration, equipment, utilities, and incidental expenses necessary to provide maintenance of the stormwater facilities.

DISCUSSION

The City Council shall consider authorizing the City Treasurer to levy the special tax in accordance with the rate and method of apportionment of the special tax ("RMA") to cover the fiscal year ("FY") 2013/14 special tax requirement for CFD No. 4-M. Detailed within the Preliminary Annual Special Tax Report ("Report") is a description of the District proceedings, identification of participating parcels, description of maintenance services to be provided, and the projected special tax to be levied for FY 2013/14. Following the submission of the annual special taxes to the County of Riverside, the City shall prepare and file with the City Treasurer the final Annual Report, which shall identify the final calculation of the applied annual special tax rate.

The maximum annual special tax rate, as established by the RMA, shall be increased each FY thereafter, beginning in July 2007, by an amount equal to the Engineering News-Record Building Cost Index ("BCI") for the City of Los Angeles, measured as of the end of the calendar year. For FY 2013/14 the maximum special tax will be increased by 2.05% to $0.009305 per square foot of land area, based on the increase in the BCI. The special tax levy shall be applied proportionately on each parcel of developed and undeveloped property within the boundaries of CFD No. 4-M up to 100% of the applicable maximum annual special tax. The special tax levy shall be collected on the Riverside County property tax bill or through a direct billing procedure for any special taxes that cannot be collected on the County tax roll.

ALTERNATIVES

1. **Approve and adopt the proposed resolution** approving the calculation of the CFD No. 4-M maximum special tax rate for FY 2013/14. *This approval will allow collection of the special taxes necessary to fund ongoing maintenance and administrative costs associated with stormwater and detention basin facilities to service the properties within the boundaries of CFD No. 4-M.*

2. **Do not approve or adopt the proposed resolution** approving the calculation of the CFD No. 4-M maximum special tax rate for FY 2013/14. *If the resolution is not approved there may be a shortage of funds necessary to fund ongoing maintenance and administrative costs associated with stormwater and detention basin facilities to service the properties within the boundaries of CFD No. 4-M.*

FISCAL IMPACT

There is no impact on the General Fund regarding the levy of the special tax for CFD No. 4-M. The fiscal impact for CFD No. 4-M will be a levy of a special tax applied to the property owner's FY 2013/14 tax bill or by direct bill. The special tax levied on properties within the boundaries of CFD No. 4-M can only be used to fund the annual stormwater facilities maintenance and administration for this District. Properties within the boundaries of CFD No. 4-M consists of developed and undeveloped commercial and industrial parcels; residential properties are not affected by this special tax levy.

CITY COUNCIL GOALS

Revenue Diversification and Preservation

Special taxes necessary to fund CFD No. 4-M services shall be collected in accordance with the provisions outlined within the RMA. The special tax provides funding for program costs, which include maintenance and administration.

SUMMARY

The City Council shall consider authorizing the City Treasurer to levy the special tax in accordance with the RMA to cover the FY 2013/14 special tax requirement for CFD No. 4-M to provide funding for ongoing maintenance and administrative services for the stormwater and detention basin improvements.

NOTIFICATION

Not Applicable

ATTACHMENTS

Attachment 1 Resolution Approving the Calculation of the CFD No. 4-M Maximum Special Tax Rate for FY 2013/14
Attachment 2 Boundary Map of CFD No. 4-M
Attachment 3 Future Annexation Area Map of CFD No. 4-M

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Concurred by:
Mark Sambito,
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:

Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE COMMUNITY FACILITIES DISTRICT NO. 4-MAINTENANCE MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14

WHEREAS, the CITY COUNCIL of the CITY OF MORENO VALLEY, CALIFORNIA, did form Community Facilities District No. 4-Maintenance ("CFD No. 4-M" or "District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Ordinance No. 697 ("Ordinance") approving the rate and method of apportionment of special taxes ("RMA") to authorize a levy of a special taxes within CFD No. 4-M; and

WHEREAS, Ordinance authorizes the legislative body, by resolution, to annually determine the special tax to be levied in the District; provided, however, the special tax to be levied shall not exceed the maximum special tax authorized to be levied pursuant to the RMA; and

WHEREAS, the County of Riverside requires the adoption of a resolution for submission with the annual special taxes for placement on the Riverside County property tax bills; and

WHEREAS, the maximum annual special tax for developed and undeveloped property has been established by the RMA at $0.00737 per square foot of land area for FY 2006/07. Per the RMA, the maximum annual special tax shall be increased each FY thereafter, by an amount equal to the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the end of the calendar year; and

WHEREAS, the calculation of the special tax is in compliance with laws pertaining to the levy of the special taxes; and

WHEREAS, the special tax is levied without regard to property valuation; and

WHEREAS, the City has prepared and submitted the Preliminary Annual Special Tax Report ("Report") for FY 2013/14; and a copy of said Report is on file in the office of the City Treasurer and is incorporated herein by this reference as if fully set forth; and

WHEREAS, following the submission of the annual special taxes to Riverside County, the City shall prepare and file in the office of the City Treasurer the final Annual

Report, which shall identify the final calculation of the applied annual special tax rate, in an amount not to exceed the maximum special tax.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

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

2. That the Report for FY 2013/14, as on file in the office of the City Treasurer, is hereby received and filed.

3. That this legislative body hereby authorizes the City Treasurer to levy the special tax in accordance with the RMA required to cover the annual special tax requirement, up to the maximum special tax, for CFD No. 4-M as set forth in the Report and hereby is levied during FY 2013/14 against the parcels within the District.

APPROVED AND ADOPTED this 25th day of June, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-49 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00208259

PROPOSED BOUNDARY OF

COMMUNITY FACILITIES DISTRICT No. 4 – MAINTENANCE OF THE CITY OF MORENO VALLEY

COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

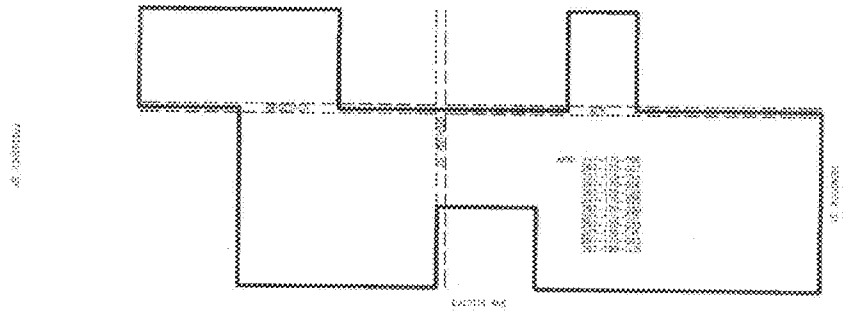

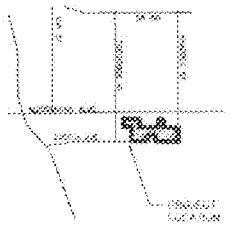

PROPOSED BOUNDARY MAP

Proposed Boundary of
Community Facilities District No. 4–Maintenance
of the City of Moreno Valley
County of Riverside, California

Sheet 1 of 1

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MV00208261

FUTURE ANNEXATION AREA OF

COMMUNITY FACILITIES DISTRICT No. 4 – MAINTENANCE OF THE CITY OF MORENO VALLEY

COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

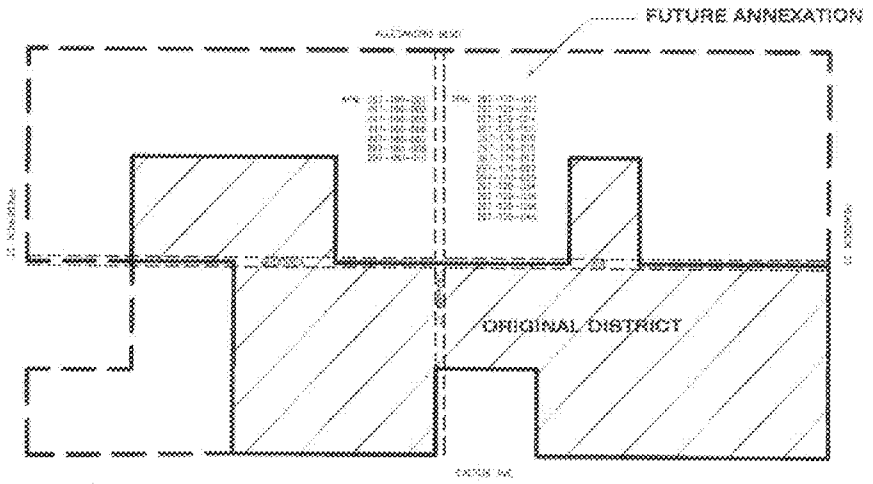

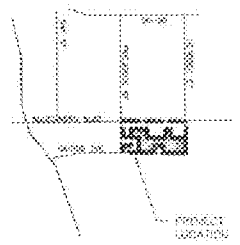

PROPOSED BOUNDARY MAP

Future Annexation Area of
Community Facilities District No. 4 - Maintenance
of the City of Moreno Valley
County of Riverside, California

Sheet 3 of 3

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MV00208263

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council Acting in its Capacity as the Legislative Body of the Moreno Valley Community Facilities District No. 3 of the City of Moreno Valley (Auto Mall Refinancing)

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 25, 2013

TITLE: APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 3 (AUTO MALL REFINANCING) MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14

RECOMMENDED ACTION

Recommendation:

1. Acting in its capacity as the legislative body of the Moreno Valley Community Facilities District No. 3 (Auto Mall Refinancing), adopt Resolution No. 2013-50. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Maximum Special Tax Rate for Community Facilities District No. 3 (Auto Mall Refinancing) for Fiscal Year 2013/14.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable

BACKGROUND

In 1989, the City Council formed the City of Moreno Valley Community Facilities District No. 2 (Auto Mall) ("CFD No. 2") and issued $14,720,000 in bonds. CFD No. 2 was established to finance the capital costs for public improvements, including grading, paving, sewers, sidewalks, landscaping, etc. The sale of bonds in June 1989 financed the construction and acquisition of infrastructure of these improvements. Except for funds set aside for traffic signal construction at the eastbound off ramp of State Route 60 and Moreno Beach Dr., the improvements were declared complete in 1993, the

excess improvement funds were used to retire $2,805,000 in bonds in December 1993. The traffic signal construction was completed June 14, 1996; the remaining funds were used to call $95,000 in bonds on June 2, 1997.

Only properties benefiting from the improvements had annual special tax levies placed on the property tax roll to repay the bonded indebtedness. Of the sixteen parcels within CFD No. 2, only five were developed with automobile dealerships and made timely payments of the special taxes. The payments of the special tax levied on the remaining eleven parcels were delinquent for several years. Judicial foreclosure proceedings were undertaken per the bond covenants; however, no bids were received at the public sales. Other foreclosure actions were stayed as a result of the bankruptcy of the owner of nine of the delinquent parcels. Beginning in December 1995, the delinquencies required the use of monies in the Reserve Fund to cover the debt service payments to the bondholders. An Event of Default occurred on December 1, 1999. Interest was paid in full; however, only 58% of the total principal due was paid to the bondholders with the outstanding balance accruing interest.

In December of 1999, City staff worked with professional consultants and the developed auto dealerships to resolve the delinquencies by refinancing the outstanding debt and providing for the acquisition of the nonperforming parcels by new property owners. As a result of that collaborated effort, on January 25, 2000, a Settlement Agreement was approved by the City Council. The City Council subsequently adopted the Amended and Restated Agreement on March 7, 2000. The Amended and Restated Settlement Agreement provides for (i) the formation of the District, (ii) the issuance of the Bonds to provide funds to refund in full the CFD No. 2 bonds, (iii) the release of claims by the owners of the Developed Parcels related to CFD No. 2 and the Participation Agreement, (iv) the purchase of three of the Undeveloped Parcels in CFD No. 2 by three of the owners of the Developed Parcels, (v) the purchase of the remaining eight Undeveloped Parcels in CFD No. 2 by Auto Mall Resolution, Inc., and (vi) the manner in which available project property tax increment and available project sales tax will be administered.

In March 2000, the City formed Community Facilities District No. 3 ("CFD No. 3" or "District") for the purpose of restructuring the special tax and issuing bonds to refinance CFD No. 2. On April 5, 2000, $8,075,000 of CFD No. 3 Special Tax Bonds, Series 2000 (the "Bonds") were sold to refinance the outstanding CFD No. 2 bonds.

DISCUSSION

The Bonds are special obligations of CFD No. 3 and are payable solely from and secured by revenues derived from certain annual special taxes levied on and collected from the taxable properties within CFD No. 3. Ordinance No. 565, as adopted on March 14, 2000, authorizes the legislative body by resolution to annually determine the special tax to be levied in the District. The City Council shall consider authorizing the City Treasurer to levy the special tax in accordance with the rate and method of apportionment ("RMA") for CFD No. 3, as submitted in the Preliminary FY 2013/14 Annual Special Tax Report ("Report"), which is on file in the office of the City Treasurer.

Detailed within the Report is the calculation of the special tax levy to meet the FY 2013/14 special tax requirement. The final Report will be filed with the City Treasurer after the Riverside County Auditor-Controller's Office has accepted the special taxes for placement on the property tax bills.

The maximum special tax rates as shown in the table below are based upon the assigned zone and development status for each parcel within CFD No. 3. The development status is determined by the timing of a building permit. Developed parcels are those parcels that have a building permit issued prior to January of the current year. The special tax levy is applied only to those taxable parcels within the boundaries of CFD No. 3 and will be collected on the annual tax bills prepared by the County of Riverside.

For each fiscal year ("FY") following FY 2000/01, the maximum special tax rates shall increase by an amount equal to 2% of the maximum special tax in effect for the prior FY. Subsequent increases, not addressed in the CFD No. 3 RMA, will be subject to a two-thirds voter approval by the property owners within the District. The maximum special tax applicable to each parcel, or portion thereof, shall be obtained by multiplying the taxable acreage for the parcel or portion thereof by the appropriate maximum special tax rate for the parcel's assigned zone.

Community Facilities District No. 3 (Auto Mall Refinancing) MAXIMUM SPECIAL TAX RATES BY LAND USE CLASSIFICATION FOR FY 2013/14		
Zone	Developed Property	Undeveloped Property
A	NA*	NA*
B	$15,523/Taxable Acres	$8,388/Taxable Acres
C	$10,347/Taxable Acres	$3,480/Taxable Acres

**Based upon the application of the RMA, properties located within Zone A of CFD No. 3 are not taxable after FY 2009/10.*

The former Community Redevelopment Agency ("Agency") entered into an agreement with the City on behalf of CFD No. 3, entitled "Moreno Valley Auto Mall Participation Agreement," under which the Agency agreed to make payments to CFD No. 3 derived from tax increment revenues from the Project Area. Given the dissolution of the Agency and process established to discharge its obligations (California Legislature approval of trailer bills AB 1x 26 and AB 1x 27, June 2011), every six months, the City, as Successor Agency submits to the Department of Finance ("DOF") a Recognized Obligation Payment Schedule ("ROPS"), which includes payment of available tax increment ("TI") towards the CFD No. 3 special tax. The DOF has approved the payment of TI for this purpose through December 2013. In the event the DOF does not approve payment of TI after December 2013, there are available funds in the Reserve Account, held by trust, to cover the special tax obligation. If future TI is unavailable,

future debt service payment obligations would be met through the collection of the special taxes.

ALTERNATIVES

1. **Approve and adopt the proposed resolution** approving the calculation of the maximum special tax rate for Moreno Valley Community Facilities District No. 3 for FY 2013/14. Approval of *the resolution for the calculation of the CFD No. 3 maximum special tax rates for FY 2013/14 will allow for the collection of monies necessary to cover the annual debt service requirement for CFD No. 3 Bonds.*

2. **Do not approve or adopt the proposed resolution** approving the calculation of the maximum special tax rates for Moreno Valley Community Facilities District No. 3 for FY 2013/14. *If the special tax levy was not approved, there may be a shortage of funds necessary to cover the annual debt service requirement for CFD No. 3. The Reserve Fund would be used to cover the shortfall and a technical default would occur. Default to bondholders may significantly impact the City of Moreno Valley's reputation in the bond market, thereby, possibly affecting viability of future bond sales.*

FISCAL IMPACT

There are no General Fund expenditures involved with the special tax obligation for CFD No. 3. Funds collected through CFD No. 3 are restricted funds and may only be used to pay the annual special tax requirement for the District.

The fiscal impact will be a special tax applied to the FY 2013/14 tax bill for each taxable parcel within the boundary of CFD No. 3. No single-family residential property is affected by this special tax levy. The use of tax increment, as defined in the Moreno Valley Auto Mall Participation Agreement, may offset the debt service payments. The amounts of these individual charges are reported in the Report, which is on file in the office of the City Treasurer.

CITY COUNCIL GOALS

Revenue Diversification and Preservation

Special taxes necessary to repay the CFD No. 3 bonded indebtedness shall be collected in accordance with the provisions outlined within the RMA and the Bond Indenture.

SUMMARY

City Council, acting in its capacity as the legislative body of the Moreno Valley CFD No. 3, shall consider authorizing the City Treasurer to levy the special tax in accordance with the RMA to cover the FY 2013/14 special tax requirement for CFD No. 3.

NOTIFICATION

Not applicable

ATTACHMENTS

Attachment 1 Resolution approving the calculation of the maximum special tax rate for CFD No. 3 for FY 2013/14
Attachment 2 Boundary Map of Community Facilities District No. 3

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Richard Teichert,
Chief Financial Officer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00208269

RESOLUTION NO. 2013-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM SPECIAL TAX RATE FOR COMMUNITY FACILITIES DISTRICT NO. 3 (AUTO MALL REFINANCING) FOR FISCAL YEAR 2013/14

WHEREAS, the CITY COUNCIL of the CITY OF MORENO VALLEY, CALIFORNIA, did form Community Facilities District No. 3 of the City of Moreno Valley (Auto Mall Refinancing) ("CFD No. 3" or "District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, following approval by the qualified electors of the District, the City Council in its capacity as the legislative body of the District did adopt Resolution No. 2000-27 ("Resolution") approving the form of the Bond Indenture ("Indenture") terms and conditions pertaining to the issuance of the Community Facilities District No. 3 of the City of Moreno Valley (Auto Mall Refinancing) Special Tax Bonds, Series 2000 in the amount of $8,075,000; and

WHEREAS, Ordinance No. 565 authorizes the City Council, by resolution, to annually determine the special tax to be levied in the District; provided, however the special tax to be levied shall not exceed the authorized maximum special tax to be levied pursuant to the Rate and Method of Apportionment ("RMA"); and

WHEREAS, the Riverside County Auditor-Controller's Office requires the adoption of a resolution for submission with the annual special taxes for placement on the Riverside County property tax bills; and

WHEREAS, the maximum special tax for developed and undeveloped property has been established by the RMA in three zones; Zone A, Zone B, and Zone C. Zone A fulfilled the special tax obligation in 2009/10 and is no longer subject to the special tax. The developed and undeveloped rates for Zone B were set at $12,000 and $6,485, respectively and the developed and undeveloped rates for Zone C were set at $8,000 and $2,690, respectively. Per the RMA, the maximum annual special tax shall increase by an amount equal to two percent (2%) of the Maximum Special Tax in effect for the prior fiscal year in order to meet the annual special tax requirement; and

WHEREAS, the calculation of the special tax is in compliance with the laws pertaining to the levy of the special tax; and

WHEREAS, the City has prepared and submitted the Preliminary Annual Special Tax Report ("Report") for fiscal year ("FY") 2013/14, which fully sets forth all information concerning the District. The Report is on file in the office of the City Treasurer and is incorporated herein by this reference; and

WHEREAS, following the submission of the annual special taxes to the Riverside County Auditor-Controller's Office, the City shall prepare and file in the office of the City Treasurer the final Report, which shall identify the final calculation of the applied annual special tax rate, in an amount not to exceed the maximum special tax rate.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

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

2. That the Report for FY 2013/14, as on file in the office of the City Treasurer, is hereby received and filed.

3. That this legislative body hereby authorizes the City Treasurer to levy the special tax in accordance with the RMA as required to cover the annual debt service of CFD No. 3, up to the maximum special tax requirement as set forth in the Report and hereby is levied during FY 2013/14 against the parcels within the District, excluding parcels not subject to the special tax.

APPROVED AND ADOPTED this 25th day of June, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-50 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00208273

City of Moreno Valley

Boundary Map

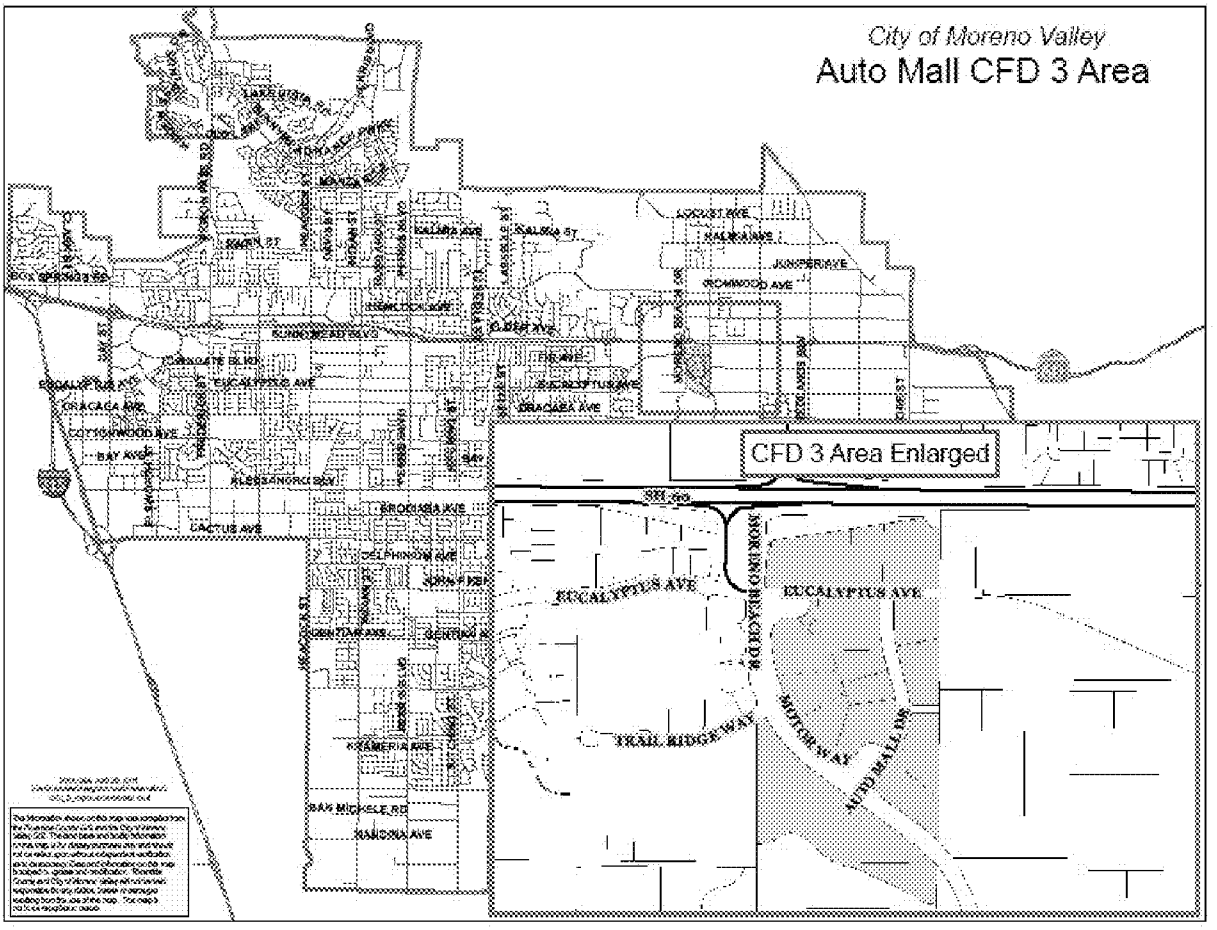

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MV00208275

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council Acting in its Capacity as the Legislative Body of the Moreno Valley Community Facilities District No. 87-1 (Towngate)

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 25, 2013

TITLE: APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14

RECOMMENDED ACTION

Recommendation:

1. Acting in its capacity as the legislative body of the Moreno Valley Community Facilities District No. 87-1 (Towngate) adopt Resolution No. 2013-51. A Resolution of the City Council of the City Of Moreno Valley, California, Approving the Calculation of the Maximum Special Tax Rate For Community Facilities District No. 87-1 (Towngate) for Fiscal Year 2013/14.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable

BACKGROUND

As part of the formation proceedings, Moreno Valley Community Facilities District (CFD) No. 87-1 (Towngate) ("CFD No. 87-1" or "District") was authorized to issue bonds. In April 1988, the Series A Bonds were sold in the amount of $9,000,000 to finance certain public infrastructure improvements. The Series B Bonds were sold in August 1991 in the amount of $12,000,000 to fund the remaining improvements within CFD No. 87-1.

In May of 1994, the legislative body of CFD No. 87-1 adopted Resolution 94-28 to approve the issuance of the Special Tax Refunding Series A ($14,170,000) and Series

B ($8,530,000) Bonds, which were sold on June 24, 1994. These bonds are collectively known as the "Prior Bonds".

In October of 2007, the legislative body of CFD No. 87-1 adopted Resolution No. 2007-119 to authorize the issuance of 2007 Special Tax Refunding Bonds ("Bonds") for CFD No. 87-1. On November 29, 2007, $10,665,000 of CFD No. 87-1 Bonds were sold. The issuance of the Bonds accomplished a net reduction in the debt service requirement from the Prior Bonds due to receiving a favorable interest rate.

CFD No. 87-1 was established to finance the capital costs for roadway improvements, including grading, paving, sewers, sidewalks, landscaping, etc. Bonds were issued to provide funding for these improvements. Construction and acquisition of public improvements within CFD No. 87-1 have been completed for more than a decade.

DISCUSSION

Calculation of the Maximum Special Tax Rate

The Bonds are special obligations of CFD No. 87-1 and are payable solely from and secured by revenues derived from certain annual Special Taxes levied on and collected from the taxable properties within CFD No. 87-1. Ordinance No. 151, as adopted on December 8, 1987, authorizes the legislative body by resolution to annually determine the special tax to be levied in the District. The special tax to be levied shall not exceed the maximum special tax rate authorized to be levied pursuant to the Rate and Method of Apportionment ("RMA").

The legislative body shall authorize the City Treasurer to levy the special tax in accordance with the RMA for CFD No. 87-1. The maximum special tax rate for CFD No. 87-1 is $11,500 per net acre. Subsequent increases in the maximum special tax rate, not addressed in the original CFD Report, will be subject to a two-thirds voter approval of the property owners within the District. The maximum special tax rate is uniformly applied to developed property and may only be applied to undeveloped property if the maximum special tax levy on the developed property is insufficient to cover the annual special tax requirement.

The former Community Redevelopment Agency ("Agency") entered into an agreement with the City on behalf of CFD No. 87-1, entitled "Agency Towngate Agreement," under which the Agency agreed to make payments to CFD No. 87-1 derived from tax increment revenues from the Project Area. Given the dissolution of the Agency and process established to discharge its obligations (California Legislature approval of trailer bills AB 1x 26 and AB 1x 27, June 2011), every six months, the City, as Successor Agency submits to the Department of Finance ("DOF") a Recognized Obligation Payment Schedule ("ROPS"), which includes payment of available tax increment ("TI") towards the CFD No. 87-1 special tax. The DOF has approved the payment of TI for this purpose through December 2013. In the event the DOF does not approve payment of TI after December 2013, there are available funds in the Reserve Account, held by trust, to cover the special tax obligation. If future TI is unavailable, future debt service payment obligations would be met through the collection of the special taxes.

The special tax will be collected on the annual Riverside County property tax bills. Only taxable parcels within the boundaries of CFD No. 87-1 shall be subject to the special tax to repay the bonded indebtedness.

Annual Accountability Report
California Government Code Sections 53410 and 53411 ("Code Sections") state that any local bond measure that is subject to voter approval that would provide for the sale of bonds by a local agency shall provide accountability measures that include, but are not limited to, filing an Annual Accountability Report. The report shall be filed with its governing body by the chief fiscal officer of the issuing agency at least once a year. The Annual Accountability Report shall contain the specific purpose of the bonds, both the amount of funds collected and expended, and the status of any project required or authorized to be funded as identified in the statement indicating the specific purpose of the bonds.

The Annual Special Tax Report and the Annual Accountability Report have been consolidated into the Preliminary FY 2013/14 Annual Special Tax and Bond Accountability Report ("Report"), which is on file in the office of the City Treasurer. The Final Report will be filed with the City Treasurer after the Riverside County Auditor-Controller's Office has accepted the special taxes for placement on the property tax bills.

ALTERNATIVES

1. **Approve and adopt the proposed resolution** approving the calculation of the maximum special tax rate for Moreno Valley Community Facilities District No. 87-1 for FY 2013/14. *Approval of the resolution will allow for the collection of the special taxes necessary to cover the annual debt service requirement for CFD No. 87-1 and to ensure compliance with the Code Sections.*

2. **Do not approve or adopt the proposed resolution** approving the calculation of the maximum special tax rate for Moreno Valley Community Facilities District No. 87-1 for FY 2013/14. *If the special tax levy was not approved, there may be a shortage of funds necessary to cover the annual debt service requirement for CFD No. 87-1. The Reserve Fund would be used to cover the shortfall and a technical default would occur. Default to bondholders may significantly impact the City of Moreno Valley's reputation in the bond market, thereby, possibly affecting viability of future bond sales. Failure to file the Report would be a violation of the Code Sections.*

FISCAL IMPACT

There are no General Fund expenditures involved with the special tax obligation for CFD No. 87-1. Funds collected through CFD No. 87-1 are restricted funds and may only be used to pay the annual special tax requirement for the District.

The fiscal impact will be a special tax applied to the FY 2013/14 property tax bill for each taxable parcel within the boundary of CFD No. 87-1. The use of tax increment, as defined in various Owner Participation Agreements, may offset the special taxes. The amounts of these individual charges are reported in the Report, which is on file in the office of the City Treasurer.

CITY COUNCIL GOALS

Revenue Diversification and Preservation

Special taxes necessary to repay the CFD No. 87-1 bonded indebtedness shall be collected and accounted for in accordance with the provisions outlined within the RMA and the Bond Indenture.

SUMMARY

The City Council, acting in its capacity as the legislative body of the CFD No. 87-1, shall consider adopting the Resolution to approve the calculation of the CFD No. 87-1 maximum special tax rate for FY 2013/14 and submittal of the Annual Accountability Report in compliance with Code Sections 53410 and 53411. Approval of the Resolution will authorize the City Treasurer to levy the special tax in accordance with the RMA for CFD No. 87-1.

NOTIFICATION

Not applicable

ATTACHMENTS

Attachment 1 Resolution approving the calculation of the maximum special tax rate for CFD No. 87-1 for FY 2013/14
Attachment 2 Boundary Map of Community Facilities District No. 87-1

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Richard Teichert,
Chief Financial Officer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM SPECIAL TAX RATE FOR COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) FOR FISCAL YEAR 2013/14

WHEREAS, the CITY COUNCIL of the CITY OF MORENO VALLEY, CALIFORNIA, formed Community Facilities District No. 87-1 (Towngate) ("CFD No. 87-1" or "District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Resolution No. 88-13 establishing the terms and conditions pertaining to the issuance of the $9,000,000 of CFD No. 87-1 Special Tax Bonds, Series "A" ("1988 Bonds"); and, adopted Resolution No. 91-90 establishing the terms and conditions pertaining to the issuance of the $12,000,000 CFD No. 87-1 Special Tax Bonds, Series "B" ("1991 Bonds"); and

WHEREAS, the District, did previously adopt Resolution No. 94-28, which established the terms and conditions pertaining to the issuance of the CFD No. 87-1 $14,170,000 Special Tax Refunding Bonds, Series A ("1994 Series A Bonds") and $8,530,000 Special Tax Refunding Bonds, Series B ("1994 Series B Bond") (collectively, the "Prior Bonds"); and

WHEREAS, the legislative body of the District determined that it would be prudent in the management of the fiscal affairs of the District to proceed with issuing bonds for the purpose of refunding the Prior Bonds; and

WHEREAS, this legislative body, approved Resolution No. 2007-119 to authorize the issuance of 2007 Special Tax Refunding Bonds for CFD No. 87-1, which were sold on November 29, 2007, at $10,665,000; and

WHEREAS, this legislative body approved the Bond Indenture to establish the terms and conditions pertaining to the issuance of the 2007 Special Tax Refunding Bonds; and

WHEREAS Ordinance No. 151 authorizes the City Council, by resolution, to annually determine the special tax to be levied in the District; provided, however the special tax to be levied shall not exceed the authorized maximum special tax to be levied pursuant to the Rate and Method of Apportionment ("RMA"); and

WHEREAS, the Riverside County Auditor-Controller's Office requires the adoption of a resolution for submission with the annual special taxes for placement on the Riverside County property tax bills; and

WHEREAS, the maximum special tax rate for CFD No. 87-1 is $11,500 per net acre. There is no escalator clause for the CFD No. 87-1 special tax rate; and

WHEREAS, the calculation of the special tax is in compliance with the laws pertaining to the levy of the special tax; and

WHEREAS, California Government §53410 requires that *on or after January 1, 2001, any local bond measure that is subject to voter approval that would provide for the sale of bonds by a local agency shall provide accountability measures*; and

WHEREAS, California Government §53411 requires that *the chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter*; and

WHEREAS, the City has prepared and submitted the Preliminary Annual Special Tax Report ("Report") for fiscal year ("FY") 2013/14, which fully sets forth all information concerning the District. The Report is on file in the office of the City Treasurer and is incorporated herein by this reference; and

WHEREAS, following the submission of the annual special taxes to the Riverside County Auditor-Controller's Office, the City shall prepare and file in the office of the City Treasurer the final Report, which shall identify the final calculation of the applied annual special tax rate, in an amount not to exceed the maximum special tax rate.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

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

2. That the Report for FY 2013/14, on file in the office of the City Treasurer, is hereby received and filed.

3. That this legislative body hereby submits the Report in compliance with the above mentioned Government Code Sections, and that the Report shall remain on file in the office of the City Treasurer for review by the public upon request.

4. That this legislative body hereby authorizes the City Treasurer to levy the special tax in accordance with the RMA required to cover the annual debt service of CFD No. 87-1, up to the maximum special tax requirement as set forth in the Report

and hereby is levied during FY 2013/14 against the parcels within the District, excluding parcels not subject to the special tax.

APPROVED AND ADOPTED this 25th day of June, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-51 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

City of Moreno Valley

Boundary Map

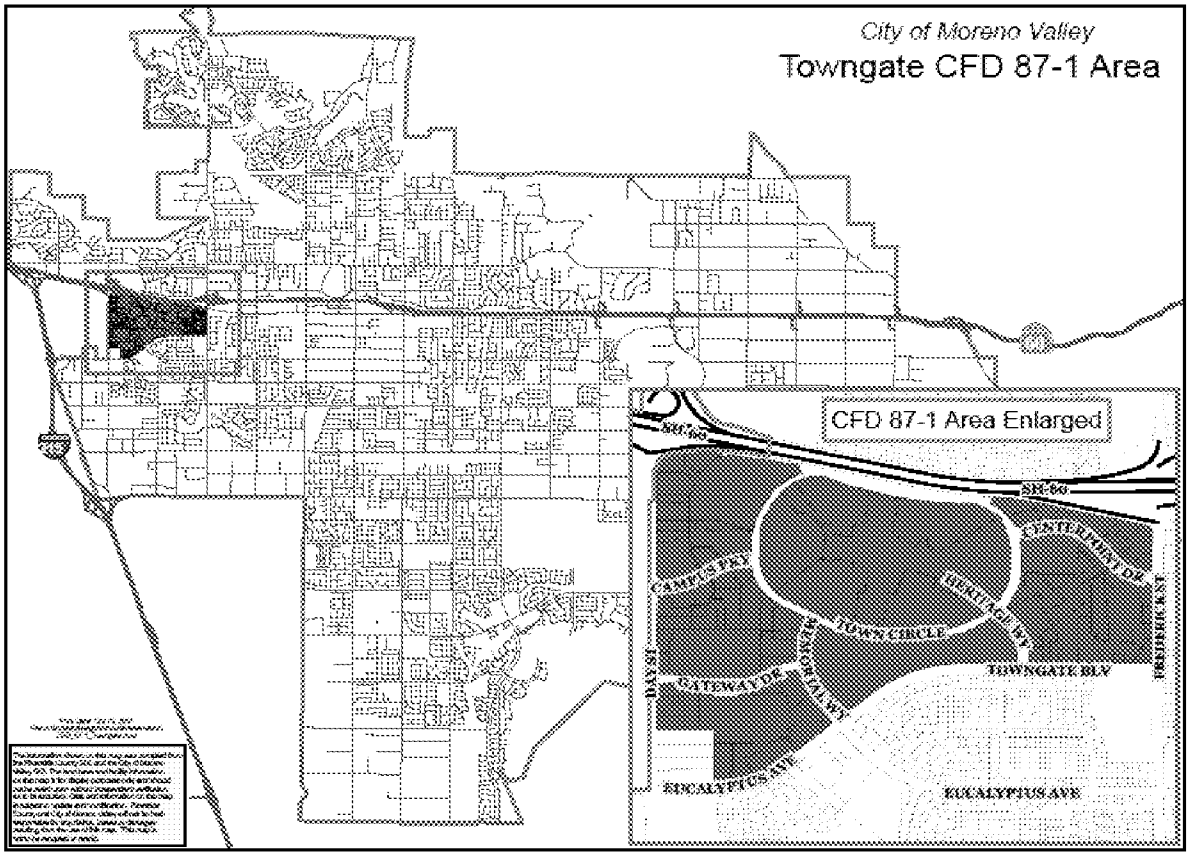

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MV00208285

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council Acting in its Capacity as the Legislative Body of the Moreno Valley Community Facilities District No. 87-1 (Towngate), Improvement Area No. 1

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 25, 2013

TITLE: APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) IMPROVEMENT AREA NO. 1 MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14

RECOMMENDED ACTION

Recommendation:

1. Acting in its capacity as the legislative body of the Moreno Valley Community Facilities District (CFD) No. 87-1, Improvement Area No. 1 to adopt Resolution No. 2013-52 approving the calculation of the maximum special tax rate for Community Facilities District No. 87-1 (Towngate) Improvement Area No. 1 for fiscal year 2013/14. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Maximum Special Tax Rate for Community Facilities District No. 87-1 (Towngate) Improvement Area No. 1 For Fiscal Year 2013/14.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable

BACKGROUND

As part of the formation proceedings, CFD No. 87-1, Improvement Area No. 1 was authorized to issue bonds. On March 23, 1993, the Moreno Valley City Council approved Resolution No. 93-16 to authorize the issuance of $5,000,000 in bonds for the City of Moreno Valley Community Facilities District No. 87-1 (Towngate) Improvement Area No. 1 ("CFD No. 87-1 IA 1" or "District"), which were sold on June 24, 1994. The

bonds contained a capitalized interest component, which precluded the necessity to levy a Special Tax for FY 1993/94; therefore, FY 1994/95 was the first year for a Special Tax levy.

In October of 2007, the legislative body of CFD No. 87-1 IA 1 adopted Resolution No. 2007-120 to authorize the issuance of 2007 Special Tax Refunding Bonds ("Bonds") for CFD No. 87-1 IA 1. On November 29, 2007, $4,075,000 of CFD No. 87-1 IA 1 Bonds were sold. The issuance of the Bonds accomplished a net reduction in the debt service requirement from the refunded bonds as a result of receiving a favorable interest rate.

CFD No. 87-1 IA 1 was established to finance the acquisition, construction, and/or installation of public facilities, which include sewer and water improvements, traffic signals, freeway ramps and land for a detention basin. Bonds were issued to provide funding for these improvements. Construction and acquisition of public improvements within CFD No. 87-1 IA 1 have been completed for more than a decade.

DISCUSSION

Calculation of the Maximum Special Tax Rate

The Bonds are special obligations of CFD No. 87-1 IA 1 and are payable solely from and secured by revenues derived from certain annual Special Taxes levied on and collected from the taxable properties within CFD No. 87-1 IA 1. Ordinance No. 392, as adopted on March 23, 1993, authorizes the legislative body by resolution to annually determine the special tax to be levied in the District to meet the special tax requirement for CFD No. 87-1 IA 1. The special tax to be levied shall not exceed the maximum special tax rate authorized to be levied pursuant to the Rate and Method of Apportionment ("RMA").

The legislative body shall authorize the City Treasurer to levy the special tax in accordance with the RMA for CFD No. 87-1 IA 1. The special tax will be levied on taxable parcels within the boundaries of the District and collected on the annual Riverside County property tax bills. Special taxes for CFD No. 87-1 IA 1 shall be levied at a uniform rate per taxable acre on all parcels within one of two tax rate areas. Tax Rate Area 1 is responsible for 59% of the special tax levy up to the maximum special tax rate of $4,450 per taxable acre. Tax Rate Area 2 is responsible for 41% of the special tax levy up to a maximum special tax rate of $3,850 per taxable acre. Subsequent increases in the maximum special tax rate, not addressed in the RMA, will be subject to a two-thirds voter approval of the property owners within the District.

The former Community Redevelopment Agency ("Agency") entered into an agreement with the City on behalf of CFD No. 87-1 IA 1, entitled "Agency Improvement Area Agreement," under which the Agency agreed to make payments to CFD No. 87-1 IA 1 derived from tax increment revenues from the Project Area. Given the dissolution of the Agency and process established to discharge its obligations (California Legislature approval of trailer bills AB 1x 26 and AB 1x 27, June 2011), every six months, the City, as Successor Agency submits to the Department of Finance ("DOF") a Recognized Obligation Payment Schedule ("ROPS"), which includes payment of available tax

increment ("TI") towards the CFD No. 87-1 IA 1 special tax. The DOF has approved the payment of TI for this purpose through December 2013. In the event the DOF does not approve payment of TI after December 2013, there are available funds in the Reserve Account, held by trust, to cover the special tax obligation. If future TI is unavailable, future debt service payment obligations would be met through the collection of the special taxes.

Annual Accountability Report
California Government Code Sections 53410 and 53411 ("Code Sections") state that any local bond measure that is subject to voter approval that would provide for the sale of bonds by a local agency shall provide accountability measures that include, but are not limited to, filing an Annual Accountability Report. The report shall be filed with its governing body by the chief fiscal officer of the issuing agency at least once a year. The Annual Accountability Report shall contain the specific purpose of the bonds, both the amount of funds collected and expended, and the status of any project required or authorized to be funded as identified in the statement indicating the specific purpose of the bonds.

The Annual Special Tax Report and the Annual Accountability Report have been consolidated into the Preliminary FY 2013/14 Annual Special Tax and Bond Accountability Report ("Report"), which is on file in the office of the City Treasurer. The Final Report will be filed with the City Treasurer after the Riverside County Auditor-Controller's Office has accepted the special taxes for placement on the property tax bills.

ALTERNATIVES

1. **Approve and adopt the proposed resolution** approving the calculation of the maximum special tax rate for CFD No. 87-1 IA 1 for FY 2013/14. *Approval of the resolution will allow for the collection of funds necessary to pay the annual debt service on* CFD No. 87-1 IA 1 *Bonds and ensure compliance with the Code Sections.*

2. **Do not approve or adopt the proposed resolution** to approve the calculation of the maximum special tax rate for CFD No. 87-1 IA 1 for FY 2013/14. *By not approving the resolution, the District is unable to collect special taxes, which may cause a shortage of funds necessary to pay the annual debt service on* CFD No. 87-1 IA 1. *Bond reserves would need to be used to cover the shortfall and a technical default would occur. Default to bondholders may significantly impact the City of Moreno Valley's reputation in the bond market, thereby, possibly affecting the viability of future bond sales. Failure to allow for the filing of the Annual Accountability Report would be a violation of the Code Sections.*

FISCAL IMPACT

The funds collected through the CFD No. 87-1 IA 1 are restricted funds, which may only be used to pay the annual special tax requirement for CFD No. 87-1 IA 1. There are no general fund expenditures involved with this special tax obligation.

The fiscal impact will be a maximum special tax applied to the 2013/14 property tax bill for each taxable parcel within the boundary of CFD No. 87-1 IA 1. The amounts of the individual charges are reported in the Report on file in the office of the City Treasurer.

CITY COUNCIL GOALS

Revenue Diversification and Preservation

Special taxes necessary to repay the CFD No. 87-1 IA 1 bonded indebtedness shall be collected and accounted for in accordance with the provisions outlined within the RMA and the Bond Indenture.

SUMMARY

City Council, acting in its capacity as the legislative body of the CFD No. 87-1 IA 1, shall consider approving and adopting the Resolution to approve the calculation of the maximum special tax rate for CFD No. 87-1 IA 1 for FY 2013/14 and submittal of the Annual Accountability Report in compliance with the Code Sections. Approval of the Resolution will authorize the City Treasurer to levy the special tax in accordance with the RMA for CFD No. 87-1 IA 1.

NOTIFICATION

Not Applicable

ATTACHMENTS

Attachment 1 Resolution approving the calculation of the maximum special tax rate for CFD No. 87-1 IA 1 for FY 2013/14
Attachment 2 Boundary Map of Community Facilities District No. CFD No. 87-1 IA 1

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Richard Teichert,
Chief Financial Officer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:

Denied:	Continued until:
Other:	Hearing set for:

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MV00208291

RESOLUTION NO. 2013-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM SPECIAL TAX RATE FOR COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) IMPROVEMENT AREA NO. 1 FOR FISCAL YEAR 2013/14

WHEREAS, the CITY COUNCIL of the CITY OF MORENO VALLEY, CALIFORNIA, formed City of Moreno Valley Community Facilities District No. 87-1 (Towngate) Improvement Area No. 1 ("CFD No. 87-1 IA 1" or "District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Resolution No. 93-16 approving the Bond Indenture terms and conditions pertaining to the issuance of the $5,000,000 CFD No. 87-1 IA 1 Special Tax Bonds ("Original Bonds"); and

WHEREAS, the legislative body of the District determined that it would be prudent in the management of the fiscal affairs of the District to issue bonds for the purpose of refunding the Original Bonds; and

WHEREAS, on October 27, 2007, the legislative body adopted Resolution No. 2007-120, which authorized the issuance of Special Tax Refunding Bonds for the District to accomplish a net reduction in the debt service requirement, and approved the Bond Indenture terms and conditions pertaining to the issuance of $4,075,000 for CFD No. 87-1 IA 1; and

WHEREAS, Ordinance No. 392 authorizes the City Council, by resolution, to annually determine the special tax to be levied in the District; provided, however the special tax to be levied shall not exceed the authorized maximum special tax to be levied pursuant to the Rate and Method of Apportionment ("RMA"); and

WHEREAS, the maximum special tax rate for CFD No. 87-1 IA 1 will be uniformly applied to the property in an amount not to exceed $4,450 per net acre for Tax Rate Area 1 and shall not exceed $3,850 per net acre for Tax Rate Area 2. There is no escalator clause for the special tax rates; and

WHEREAS, the calculation of the special tax is in compliance with the laws pertaining to the levy of the special tax; and

WHEREAS, the Riverside County Auditor-Controller's Office requires the adoption of a resolution for submission with the annual special taxes for placement on the Riverside County property tax bills; and

WHEREAS, California Government §53410 requires that o*n or after January 1, 2001, any local bond measure that is subject to voter approval that would provide for the sale of bonds by a local agency shall provide accountability measures*; and

WHEREAS, California Government §53411 requires that *the chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter*; and

WHEREAS, the City has prepared and submitted the Preliminary Annual Special Tax Report ("Report") for fiscal year ("FY") 2013/14, which fully sets forth all information concerning the District. The Report is on file in the office of the City Treasurer and is incorporated herein by this reference; and

WHEREAS, following the submission of the annual special taxes to the Riverside County Auditor-Controller's Office, the City shall prepare and file in the office of the City Treasurer the final Report, which shall identify the final calculation of the applied annual special tax rate, in an amount not to exceed the maximum special tax rate.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

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

2. That the Report for FY 2013/14, on file in the Office of the City Treasurer, is hereby received and filed.

3. That this legislative body hereby submits the Report in compliance with the above mentioned Government Code Sections, and that the Report shall remain on file in the office of the City Treasurer for review by the public upon request.

4. That this legislative body hereby authorizes the City Treasurer to levy the special tax in accordance with the RMA required to cover the annual debt service of CFD No. 87-1 IA 1 up to the maximum special tax requirement as set forth in the Report and hereby is levied during FY 2013/14 against the parcels within the District, excluding parcels not subject to the tax.

APPROVED AND ADOPTED this 25th day of June, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-52 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

City of Moreno Valley

Boundary Map

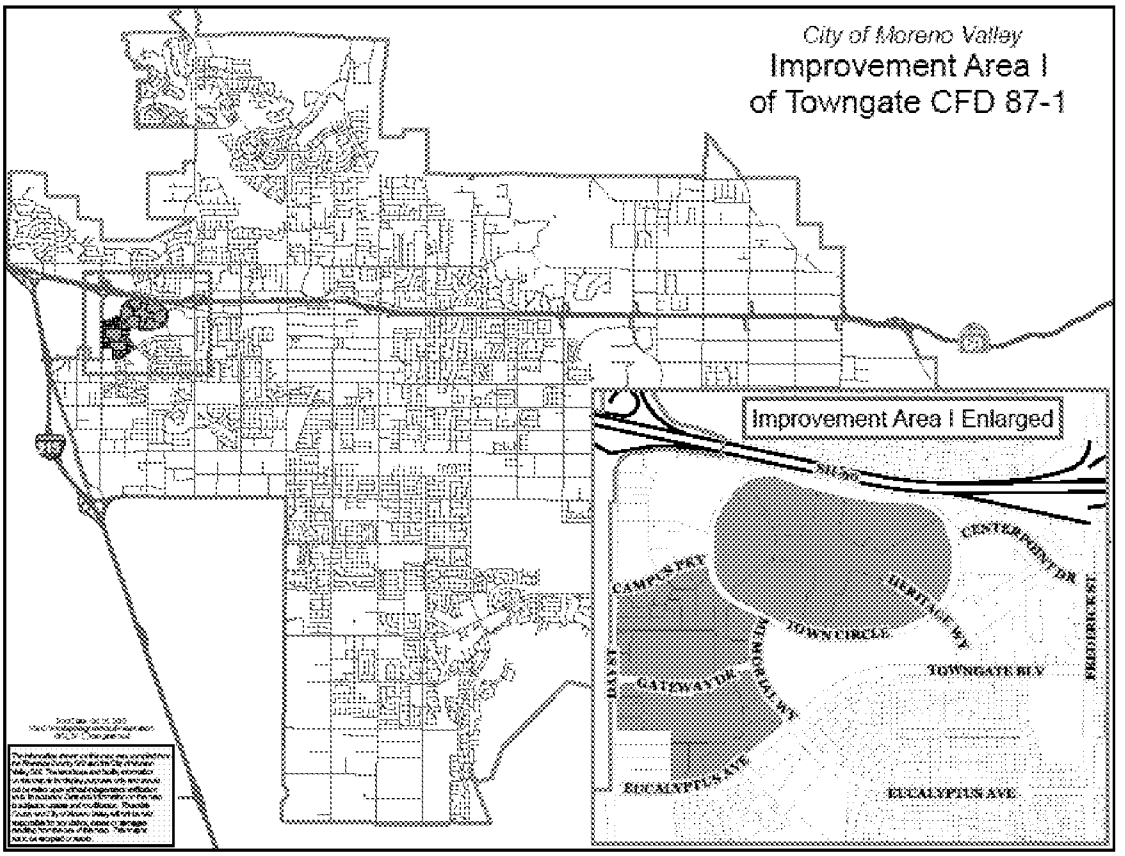

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MV00208297

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council Acting in its Capacity as the Legislative Body of Moreno Valley Community Facilities District No. 5

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 25, 2013

TITLE: APPROVAL OF THE CALCULATION OF THE MAXIMUM SPECIAL TAX RATE FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 5 FOR FISCAL YEAR 2013/14

RECOMMENDED ACTION

Recommendation:

1. Acting in its capacity as the legislative body of Moreno Valley Community Facilities District No. 5 adopt Resolution No. 2013-53 approving the calculation of the maximum special tax rate for Moreno Valley Community Facilities District No. 5 for fiscal year 2013/14. A Resolution Of The City Council Of The City Of Moreno Valley, California, Approving The Calculation Of The Maximum Special Tax Rate For Moreno Valley Community Facilities District No. 5 For Fiscal Year 2013/14

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable

BACKGROUND

Community Facilities District No. 5 ("CFD No. 5" or "District") consists of Stoneridge Towne Centre, which is zoned for commercial/retail use. The site, located at the northeast corner of the Nason Street and Fir Avenue, is approximately 64 gross acres, of which 33 are net taxable acres.

On October 25, 2005, City Council adopted Resolution No. 2005-104 to form CFD No. 5 to finance the capital costs related to the Stoneridge Towne Centre commercial

development for street improvements (Nason Street, Dracaea Avenue, Eucalyptus Avenue, and Fir Avenue), traffic signals, water, sewer, drainage, and electrical improvements.

The special tax is applied only to those taxable parcels within the District boundaries, excluding parcels not subject to the special tax. The special tax obligation for parcels owned by Target Corp and Kohls Dept Stores, Inc has been prepaid, as such these parcels are no longer subject to the special tax. The special tax is levied on taxable parcels on the annual Riverside County property tax bills.

California Government Code Sections 53410 and 53411 ("Code Sections") state that any local bond measure that is subject to voter approval that would provide for the sale of bonds by a local agency shall provide accountability measures that include, but are not limited to, the chief fiscal officer of the issuing local agency filing an Annual Accountability Report with its governing body at least once a year. The Annual Accountability Report shall contain the specific purpose of the bonds, both the amount of funds collected and expended, and the status of any project required or authorized to be funded as identified in the statement indicating the specific purpose of the bonds.

DISCUSSION

Each year during the term of the debt, an Annual Special Tax Report is filed with the City Council. Detailed within the Preliminary Annual Special Tax Report are the total annual debt service, administrative requirements, and the calculation of the special tax levy, as per the rate and method of apportionment ("RMA"), to meet the fiscal year ("FY") 2013/14 special tax requirement.

The CFD No. 5 Annual Accountability Report provides the following accountability measure as required by the Code Sections:

a) The amount of funds collected and expended; and
b) The status of the project.

The Annual Special Tax Report and the Annual Accountability Report have been consolidated into the FY 2013/14 Annual Special Tax and Bond Accountability Report, which is on file in the office of the City Treasurer. A final Report will be filed with the City Treasurer after the Riverside County Auditor-Controller's Office has accepted the special taxes for placement on the property tax bills.

Ordinance No. 701, adopted on November 8, 2005, authorizes the legislative body, by resolution, to annually determine the special tax to be levied in the District; provided, however, the special tax to be levied shall not exceed the maximum special tax authorized to be levied pursuant to the RMA.

The maximum annual special tax for developed and undeveloped property has been established by the RMA at $10,652.00 per acre for FY 2006/07. Per the RMA, the maximum annual special tax shall be increased by an amount equal to two percent (2%)

each fiscal year in order to meet the annual special tax requirement. The maximum special tax rate for FY 2013/14 is $12,235.77 per acre. Subsequent increases, not already addressed in the RMA, will be subject to a two-thirds approval of the property owners.

ALTERNATIVES

1. **Approve and adopt the proposed resolution** approving the calculation of the maximum special tax rate for Moreno Valley Community Facilities District No. 5 for FY 2013/14. *Approval of the resolution will allow for the collection of the special taxes necessary to cover the annual debt service requirement for CFD No. 5 and to ensure compliance with the Code Sections.*

2. **Do not approve or adopt the proposed resolution** approving the calculation of the maximum special tax rate for Moreno Valley Community Facilities District No. 5 for FY 2013/14. *If the special tax levy was not approved, there may be a shortage of funds necessary to cover the annual debt service requirement for CFD No. 5. The Reserve Fund would be used to cover the shortfall and a technical default would occur. Default to bondholders may significantly impact the City of Moreno Valley's reputation in the bond market, thereby, possibly affecting viability of future bond sales. Failure to file the Annual Special Tax and Bond Accountability Report would be a violation of the Code Sections.*

FISCAL IMPACT

There is no fiscal impact on the General Fund associated with the annual special tax requirement or for the filing of the Annual Special Tax and Bond Accountability Report for CFD No. 5. The fiscal impact will be a special tax applied to the FY 2013/14 Riverside County property tax bills for those parcels subject to the CFD No. 5 special tax. The special tax levied on properties within the boundaries of CFD No. 5 can only be used to cover the annual special tax requirement for the District.

CITY COUNCIL GOALS

Revenue Diversification and Preservation

Special taxes necessary to cover the annual debt service for CFD No. 5 shall be collected in accordance with the provisions outlined within the RMA.

SUMMARY

The City Council acting in its capacity as the legislative body of CFD No. 5 shall consider authorizing the City Treasurer to levy the special tax in accordance with the RMA to cover the FY 2013/14 special tax requirement for CFD No. 5 to provide funding for the annual debt service and administrative expenses.

NOTIFICATION

Not applicable

ATTACHMENTS

Attachment 1 Resolution approving the calculation of the maximum special tax rate for CFD No. 5 for FY 2013/14
Attachment 2 Boundary Map of Community Facilities District No. 5

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM SPECIAL TAX RATE FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 5 FOR FISCAL YEAR 2013/14

WHEREAS, the CITY COUNCIL of the CITY OF MORENO VALLEY, CALIFORNIA, did form Community Facilities District No. 5 ("CFD No. 5" or "District") pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Ordinance No. 701 ("Ordinance") to authorize a levy of a special tax within CFD No. 5; and

WHEREAS, on May 31, 2007, the City of Moreno Valley issued the Community Facilities District No. 5, 2007 Special Tax Bonds in the amount of $5,870,000; and

WHEREAS, the Ordinance authorizes the legislative body, by resolution, to annually determine the special tax to be levied in the District; provided, however, the special tax to be levied shall not exceed the maximum special tax rate authorized to be levied pursuant to the Rate and Method of Apportionment ("RMA"); and

WHEREAS, the Riverside County Auditor-Controller's Office requires the adoption of a resolution for submission with the annual special taxes for placement on the Riverside County property tax bills; and

WHEREAS, the maximum annual special tax for developed and undeveloped property has been established by the RMA at $10,652.00 per acre for FY 2006/07. Per the RMA, the maximum annual special tax shall be increased by an amount equal to two percent (2%) each fiscal year in order to meet the annual special tax requirement; and

WHEREAS, the calculation of the special tax is in compliance with laws pertaining to the levy of the special taxes; and

WHEREAS, the special tax is levied without regard to property valuation; and

WHEREAS, Government Code §53410 requires that on or after January 1, 2001, any bond measure that is subject to voter approval that would provide for the sale of bonds by a local agency shall provide accountability measures; and

WHEREAS, Government Code §54311 requires the chief fiscal officer of the issuing local agency to file an Annual Accountability Report with its governing body no later than January 1, 2002, and at least once a year thereafter; and

WHEREAS, The City has prepared and submitted the Preliminary Special Tax and Bond Accountability Report ("Report") for fiscal year ("FY") 2013/14; and a copy of said Report is on file in the office of the City Treasurer and is incorporated herein by this reference as if fully set forth; and

WHEREAS, following the submission of the annual special taxes to the Riverside County Auditor-Controller's Office, the City shall prepare and file in the office of the City Treasurer the final Report, which shall identify the final calculation of the applied annual special tax rate, in an amount not to exceed the maximum special tax rate.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

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

2. That the Report for FY 2013/14, as on file in the office of the City Treasurer, is hereby received and filed.

3. That this legislative body hereby submits the Report in compliance with the above mentioned Government Code Sections, and that the Report shall remain on file in the office of the City Treasurer for review by the public upon request.

4. That this legislative body hereby authorizes the City Treasurer to levy the special tax in accordance with the RMA, as required to cover the annual special tax requirement, up to the maximum special tax rate, for CFD No. 5 as set forth in the Report and hereby is levied during FY 2013/14 against the parcels within the District, excluding parcels not subject to the special tax.

APPROVED AND ADOPTED this 25th day of June, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-53 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00208305

PROPOSED BOUNDARY OF
COMMUNITY FACILITIES DISTRICT No. 5
OF THE CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

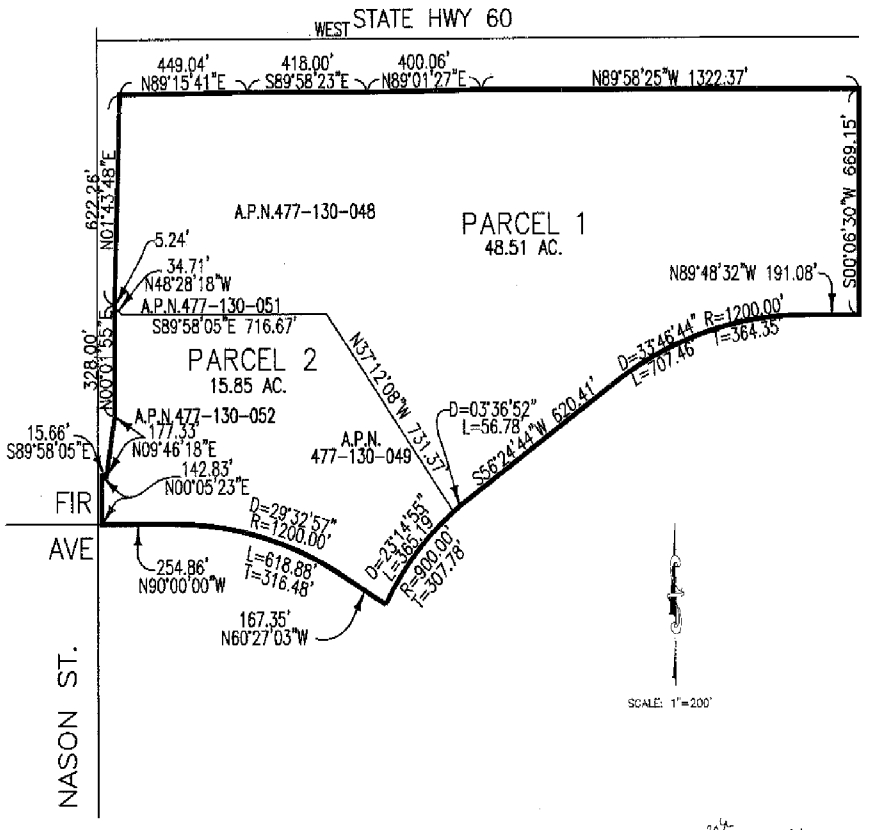

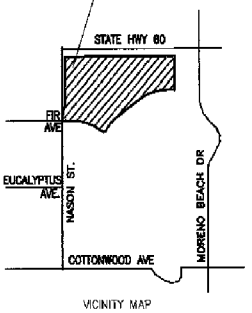

VICINITY MAP
NO SCALE

LEGEND

DISTRICT BOUNDARY

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS 20th DAY OF June 2005.

CITY CLERK OF THE CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 5 CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, AT A REGULARLY SCHEDULED MEETING THEREOF, HELD ON THE 13th DAY OF September 2005, BY ITS RESOLUTION No. 2005-78.

CITY CLERK OF THE CITY OF MORENO VALLEY

FILED THIS 22nd DAY OF September, 2005, AT THE HOUR OF 8 O'CLOCK A.M. IN BOOK 64 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE NOS. 22 THROUGH — AS INSTRUMENT NO. 2005-0705294 IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER OF THE COUNTY OF RIVERSIDE

FEE $ 7.—

REFERENCE THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS

HARRIS & ASSOCIATES
34 Executive Park, Suite 150
Irvine, CA 92614
(949) 653-3200 • FAX (949) 653-3205

PROPOSED BOUNDARY MAP

Community Facilities District No. 5
of the City of Moreno Valley
County of Riverside, California

Sheet 1 OF 1

04/22/05

D:\Moreno Valley\CFD\GIS\Map\CFD No 5 – Shoreridge Ranch.dwg

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MV00208307

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: John Terell, Interim Community and Economic Development Director

AGENDA DATE: June 25, 2013

TITLE: AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROJECT NO. WQB 12/13 CITY OF MORENO VALLEY LANDSCAPING AND IRRIGATION MAINTENANCE OF THE WATER QUALITY CONTROL BASINS

RECOMMENDED ACTION

Recommendations:

1. Approve the Agreement for WQB-12/13 City of Moreno Valley Landscaping and Irrigation Maintenance of the Water Quality Control Basins with Excel Landscape, Inc., 710 Rimpau Ave., Suite 108, Corona, CA 92879 for landscape maintenance services of the water quality control basins.

2. Authorize the City Manager to execute the Agreement for WQB-12/13 with Excel Landscape, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Excel Landscape, Inc. in the not–to-exceed (NTE) amount of $80,880.00 ($74,880.00 for base and $6,000.00 for additional work).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

BACKGROUND

The City of Moreno Valley provides for landscape maintenance services of the water quality control basins located throughout the City, which are performed via contract services by professionally licensed and insured contractors. Landscape service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement (Agreement). In accordance with the terms of the Agreement, annual extensions of the Agreement (Extension Agreement) may be entered into up to no more than four (4) extensions of the original Agreement, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the City and Contractor, at the base rate as provided in the Agreement, plus an additional amount for extra or unanticipated work (additional work amount) that may be performed during the term of the Agreement plus any applicable Extension Agreement.

The Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. "Base services" include but are not necessarily limited to: mowing/trimming annually of the basin bottoms, removal of the debris and disposal of basin mowed/trimmed vegetation, which includes proper recycling methods, semi-annual inspections, raking of sand beds, scheduled clean out of the forebays and outlet structures in spring and fall, and necessary channel cleanouts, mowing, edging and trimming of turf grass areas in the adjacent landscaped areas, pruning and trimming of shrubs, bushes and ground coverings in adjacent planter areas, litter pick-up and removal of debris in the adjacent landscaped areas, fertilization of turf grass, shrubs/bushes and groundcovers, and pesticide applications. Base services are performed routinely as per the Agreement's frequency of service table and scope of services. "Additional work services" include, but are not necessarily limited to, additional labor and material costs for additional or emergency clean outs of the basins, forebays, outlet structures or channels, irrigation repairs, plant material replacement, fertilizer applications and the addition of water quality basins accepted for maintenance services at the unit prices for additional landscape and basin areas as specified in the Agreement.

DISCUSSION

A request for proposal (RFP) (R.F.P. #12/13-09 – Project No. WQB – 12/13 Water Quality Control Basin Landscape Maintenance) was issued to select a professional landscape maintenance company to provide maintenance of the Water Quality Basins throughout the City (See site map Attachment A for general locations of the water quality basins). This RFP was advertised in *The Press-Enterprise* on February 19, 2013, and February 26, 2013 and posted to the City's website. Representatives from twelve (12) landscape maintenance companies attended the mandatory pre-submittal meeting on February 26, 2013. At this meeting staff reviewed the RFP with the attendees including the scope of the project, information being requested in the RFP, and the proposal submittal and selection process.

On March 11, 2013, seven (7) companies submitted proposals to the office of the City Clerk. A review of the proposals was conducted, with a secondary review performed by the Storm Water Management Program staff of the top two companies. Following the secondary review, a negotiation for best and final offer was conducted with the second of the top two

ranked companies, Excel Landscape Inc., as their proposal included the greatest amount of staffing to support the services required and included the most comprehensive understanding of the program's maintenance requirements. This negotiation resulted in a best and final offer received, reducing their original submission from $94,800.26 to $74,880.00, for base maintenance services. Based upon their willingness to negotiate their rate, their strong overall understanding of the scope and staffing commitment, it was determined that Excel Landscape Inc.'s proposal be recommended for award of the contract.

Authority for City Manager Approval of Future Extension Agreements for the Balance of Available Extensions to the Agreement

Contingent upon satisfactory performance, the Agreement for Project No. WQB-12/13 Water Quality Control Basin Landscape Maintenance, per the terms of the Agreement, (Exhibit D, 1., B.), may be extended for up to four additional twelve month periods with the concurrence of both the City and Contractor. Pursuant to City Council Resolution No. 2008-115, the City Council shall provide approval of procurements greater than $100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the Water Quality Basin Agreement as may be allowed per the terms of the Agreement.

Project No. WQB - 12/13 Water Quality Basins						
	FY 2013/14[1] Proposed Original Agreement	FY 2014/15 Potential First Extension[2]	FY 2015/16 Potential Second Extension[2]	FY 2016/17 Potential Third Extension[2]	FY 2017/18 Potential Fourth Extension[2]	Cumulative Total
Base	$ 74,880.00	$ 74,880.00	$ 74,880.00	$ 74,880.00	$ 74,880.00	$ 374,400.00
Additional Work	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 30,000.00
Total	$ 80,880.00	$ 80,880.00	$ 80,880.00	$ 80,880.00	$ 80,880.00	$ 404,400.00

[1]The proposed Original Agreement is the amount of the negotiated rate for the maintenance of the water quality basin landscape maintenance services starting in fical year (FY) 2013-14.

[2]Dollar amounts are based upon presently known information and may change in the future for reasons including, but not limited to adding additional service area (water quality basins) or emergency work.

Staff is requesting the City Council authorize the City Manager to approve the Agreement and any necessary future extensions or amendments, as well as associated purchase orders (P.O.) for the Agreement and all future amendments/extensions available, in accordance with the terms of the Agreement and subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council and demonstration by the Contractor of having provided satisfactory performance of the services, and both the City and the Contractor mutually agreeing to extend the Agreement.

ALTERNATIVES

1. Approve the Agreement for Project No. WQB-12/13 with Excel Landscape, Inc., in the form attached hereto to provide for the continuation of landscape maintenance services of the water quality basins; authorize the City Manager to execute said Agreement for Project No. WQB-12/13, with Excel Landscape, Inc.; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $80,800.00 ($74,880.00 for base services and $6,000.00 for additional work services); and authorize the City Manager to execute subsequent future Extensions or Amendments to the Agreement and authorize the associated P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative the City Council will ensure uninterrupted maintenance of the water quality basins and its associated landscaped areas.*

2. Do not approve the Agreement for Project No. WQB-12/13 with Excel Landscape Inc., in the form attached hereto for the continuation of landscape maintenance services of the water quality basins; nor authorize the City Manager to execute said Agreement for Project No. WQB-12/13 with Excel Landscape, Inc.; nor authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $80,800.00 ($74,880.00 for base services and $6,000.00 for additional work services); and do not authorize the City Manager to execute subsequent future Extensions or Amendments to the Agreement nor authorize subsequent future P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative, there will be an interruption in the maintenance of the water quality basins and associated landscaped areas. Depending upon the length of the interruption, this could cause delays in necessary clean outs and additional costs to obtain another contractor to provide these maintenance services with no guarantee that a more qualified contractor can be obtained at a better cost.*

FISCAL IMPACT

Administration and maintenance of the water quality basins is funded through property owner approved parcel charges, which are levied and collected on the property tax bills. Revenue from the parcel charges collected for the water quality basin maintenance may only be used for maintenance associated with the water quality basins. **These actions will not impact the City's General Fund.**

The following table represents the base and additional work costs of the Agreement for FY 2013/14 associated with landscape maintenance services to be provided to the water quality basins.

Service Area	Contractor	GL Account	2013/14 Base Agreement Amount	Additional Work Agreement Amount	2013/14 Total Agreement Amount
Water Quality Basins	Excel Landscaping, Inc.	2008-20-29-20450-620910	$ 74,880.00	$ 6,000.00	$ 80,880.00
		Total	$ 74,880.00	$ 6,000.00	$ 80,880.00

CITY COUNCIL GOALS

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS
By accepting the proposal of Excel Landscaping, Inc., the City Council will continue to promote community image, as well as neighborhood pride and cleanliness, while ensuring that these public facilities are being properly maintained.

SUMMARY

The actions before the City Council are to approve the Agreement for WQB-12/13 City of Moreno Valley Landscaping and Irrigation Maintenance of the Water Quality Control Basins, authorize the City Manager to execute the Agreement for WQB-12/13 with Excel Landscape, Inc., authorize the issuance of purchase orders for service in the NTE amount of $80,880.00 ($74,880.00 for base and $6,000.00 for additional work) and authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement including authority to authorize the associated P.O.s in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

ATTACHMENTS

Attachment 1 Vicinity Map - Water Quality Basins

Attachment 2 Proposal Recap Sheet

Attachment 3 Copy of Agreement

Attachment 4 Copy of Addendums 1, 2 and 3

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer/Treasurer

Concurred By:
Kent Wegelin
Storm Water Program Manager

Department Head Approval
John Terell
Interim Community & Economic Development Director

Concurred By:
Candace E. Cassel
Special Districts Division Manager

Concurred By:
Mark Sambito
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

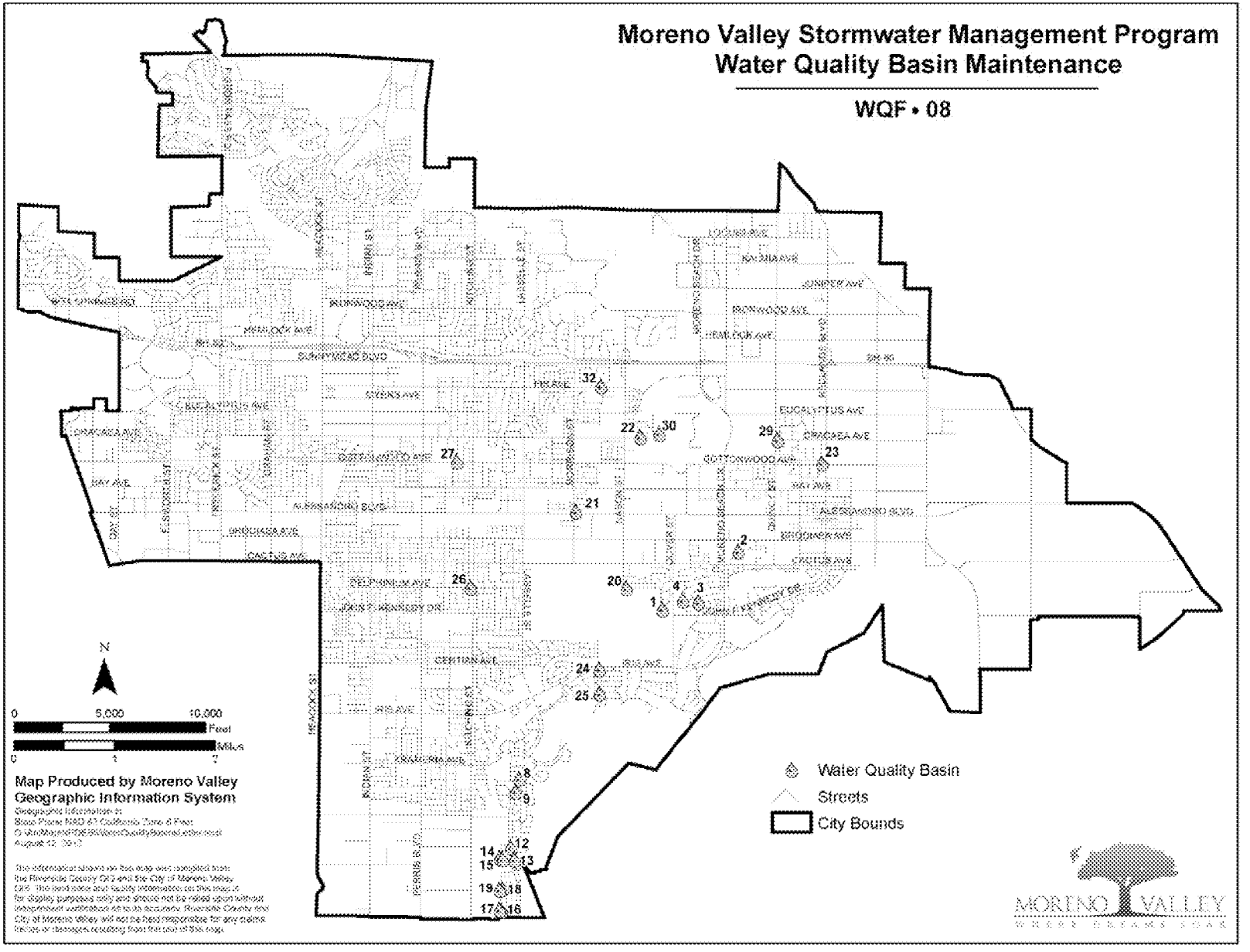
Moreno Valley Stormwater Management Program
Water Quality Basin Maintenance
WQF • 08
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5,000
10,000
Feet
Miles
Map Produced by Moreno Valley
Geographic Information System
Water Quality Basin
Streets
City Bounds
MORENO VALLEY

Moreno Valley Stormwater Management Program
Water Quality Basin Maintenance

WQF * 08

Map ID	Tract Number	APN
(1)	TR 31128	486622012
(2)	TR 27623-1	478320026
(3)	TR 22709	304610042
(4)	TR 22709	304460007
(8)	TR 30318	308611026
(9)	TR 30318	308501007
(12)	TR 30321	308582018
(13)	TR 30321	308581010
(14)	TR 30319	312290001
(15)	TR 30319	312292010
(16)	TR 30320	312351040
(17)	TR 30320	312351018
(18)	TR 30320	312333004
(19)	TR 30320	312334008
(20)	TR 31128	486460032
(21)	TR 31212/31327	487531020
(22)	TR 32834	488132042
(23)	TR 31289-1	478370014
(24)	TR 29920-1	308573017
(25)	TR 29920	308620043
(26)	TR 33437	484203008
(27)	TR 32018	479671021
(29)	TR 31424	478400043
(30)	TR 32834	488140047
(32)	TR 33256	487243028

Print Date: August 12, 2012
File: G:\MoNet\PF\UES\Maintenance\Cleaning Lists\Cleaning Lists\Cleaning List\WQF.mxd

RFP No. 12/13-09
Project No. WQB/12-13
Landscaping & Irrigation Maintenance of the Water Quality Control Basins

Evaluation Recap Sheet

Standard Service Level

Vendor	Irrigation Markup	Cost per sq. ft., per month (Level 1)	Level 1 Service Total	Rating Panel (Average rating)	Ranking
Merchants Landscape Services, Ir	15.7%	$0.0145	$72,912.00	89.66667	1
Excel Landscape, Inc.	15%	$0.0050	$94,800.26	88	2
Mariposa Landscape, Inc.	15%	$0.0135	$68,148.00	86.67	3
Inland Empire Landscape	15%	unspecified	$85,930.76	85.33	4
Tropical Plaza Nursery, Inc.	15%	$0.0190	$96,419.00	81.33	5
Marina Landscape, Inc.	15%	$0.0200	$95,088.00	76	6
TruGreen Landcare	20%	$0.0200	$104,520.00	70.66667	7

Parkway and Water Quality Basin Landscape Maintenance is at the Standard Service Level

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MV00208317

INDEPENDENT CONTRACTOR AGREEMENT

RFP No 12/13-09
PROJECT NO. WQB/12-13

CITY OF MORENO VALLEY
LANDSCAPING AND IRRIGATION MAINTENANCE
OF THE WATER QUALITY CONTROL BASINS

This Contract Agreement, effective as of the day signed by the City Manager or Mayor is made between the City of Moreno Valley, California, a municipal corporation, hereinafter referred to as the "City", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon City policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name	Excel Landscape, Inc.
Street Address	710 Rimpau Ave., Suite 108
Street Address	
City, State, Zip	Corona, CA 92879
Mailing Address	
(If same as Street Address,	Same as above
write same or same as above)	
Business Phone (with area code)	(951) 735-9650
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	
Fax Number	(951) 735-0469
Email Address	
Social Security Number	
Business License Number	09319
Federal Tax ID Number	33-0617953
Contractor's License Number & Classification	694553, C 27 Landscape Contractor

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The City's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contract Starting Date is July 1, 2013, and the Contract Ending Date is June 30, 2014. An extension of the Contract for additional one year (12 month) periods may be offered consistent with the provisions for extending the term of the Contract for subsequent terms as provided in Exhibit "D" attached hereto and incorporated herein by this reference. The City acknowledges that it will consider Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

A. Control of Work. Except for compliance with service schedules, general and technical specification provisions (which may also be referred to herein as specifications) and performance standards as provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Contract.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), and the their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. City Indemnification. The City agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, Housing Authority's and the CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Contract, or are caused or claim to be caused by the negligent acts of the City, Housing Authority, and the CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the City, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, Housing Authority, and CSD against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Contract

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/District/Housing Authority premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.
By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City's Risk Manager prior to the execution of this Contract. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, the Moreno Valley Community Services District, and, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the City of amendment or cancellation, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The City and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.

J. Termination.

1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the City terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.

2. The City may terminate this Contract without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the City's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

L. Restrictions on City /Housing Authority /CSD Employees. The Contractor shall not employ any City, Housing Authority or CSD employee or official in the work performed pursuant to this Contract. No officer or employee of the City, Housing Authority or CSD shall have any financial interest in this Contract in violation of federal, state, or local laws.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor: 710 Rimpau Avenue, Suite 108 Corona, CA 92879
[Mailing Address (Post Office Box, if applicable]
(951) 735-9650
[Telephone number]
(951) 735-0469
[Fax number]
[Email address]

With a copy to:
[Attorney for Contractor, if applicable]
[Street Address]
[Post Office Box, if applicable]
[City, State, Zip]
[Telephone number]
[Fax number]
[Email address]

To City: CITY OF MORENO VALLEY
Financial and Management Services Department
Special Districts Division
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto, Senior Landscape Services Inspector
Telephone number: 951.413.3480
Fax Number: 951.413.3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951.413.3036
Fax number: 951.413.3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

City of Moreno Valley	Contractor
By: _____	By: _____
Title: City Manager	Title: (President or Vice President)
Date: _____	Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)
Date: _____

Affix Corporate Seal Below
(If applicable)

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

SAMPLE

County of _____

On_____ before me, _____,
(Here insert name and title of the officer)

Personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO. _____

PREMIUM $ _____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

RFP No 12/13-09
PROJECT NO. WQB/12-13

CITY OF MORENO VALLEY
LANDSCAPING AND IRRIGATION MAINTENANCE
OF THE WATER QUALITY CONTROL BASINS

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City of Moreno Valley, State of California, known as "City," has awarded to _____, as Principal hereinafter designated as "Contractor" and City is about to entered into an Agreement whereby the Contractor agrees to maintain Landscaping and Irrigation associated with City Water Quality Basins, as outlined in said Agreement, effective on the date signed by the City Council or the City Manager, and identified as **PROJECT NO. WQB – 12/13**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of_____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. WQB/12-13

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

SAMPLE

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed docum

Item No. A.12

MV00208330

BOND NO. _____

PREMIUM $ _____

LABOR AND MATERIALS BOND
(100% of Total Contract Amount)

RFP No 12/13-09
PROJECT NO. WQB/12-13

CITY OF MORENO VALLEY
LANDSCAPING AND IRRIGATION MAINTENANCE
OF THE WATER QUALITY CONTROL BASINS

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City of Moreno Valley, State of California, known as "City", has awarded to _____, as Principal hereinafter designated as "Contractor" and City is about to entered into an Agreement, whereby the Contractor agrees to maintain the Landscaping and Irrigation associated with City Water Quality Basins, as outlined in said Agreement, effective on the date signed by the City, and identified as **PROJECT NO. WQB – 12/13**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of_____ dollars, ($_____) (words and figures), lawful money of the United States, to be paid to said City or its certain attorney, successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including reasonable attorney fees to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extensions of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

WITNESS our hands this _____day of _____, 20_____.

PRINCIPAL	SURETY
Name: _____	Name: _____
Address:_____	Address:_____
_____	_____
_____	_____
Telephone Number:_____	Telephone Number:_____
By: _____	By: _____
Title:_____	Title:_____
By: _____	By: _____
Title:_____	Title:_____

Approved as to form this _____ day of _____, 20___.

_____
City Attorney

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor**.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (Contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

EXHIBIT A

RFP No 12/13-09
PROJECT NO. WQB/12-13

CITY OF MORENO VALLEY
LANDSCAPING AND IRRIGATION MAINTENANCE
OF THE WATER QUALITY CONTROL BASINS

1. GENERAL PROVISIONS - SCOPE OF WORK

A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services to residential developments possessing water quality facilities as determined in the resolutions of the City Council establishing said adopting the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential Developments, and as said rates and identified benefitting properties may have been heretofore or may hereafter be altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section A, Project Location Map.

B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf, groundcover, and shrub areas designated hereunder; regularly maintain and prune those portions of trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Community and Economic Development Director, of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Contract, nor shall the City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Specification Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.

E. All work shall be performed in accordance with the General and Technical Specification Provisions of this Contract and in accordance with an approved service schedule, as approved by the Director. Service schedules may be modified with 30 days advance written notice by the City.

2. GENERAL PROVISIONS - SCHEDULING OF WORK

A. The Contractor will adhere to the facilities, equipment and monthly and annual work schedules submitted as a part of the Contractor's RFP, and incorporated herein by this reference. These schedules, and any approved revisions thereto, will be used by the City as a basis for determining Contractor's satisfactory performance.

B. Revisions to facilities, equipment, or monthly and annual work schedules may not be implemented without the prior written approval of the Director. The Contractor is required to submit proposed revisions regarding facilities, equipment or monthly and annual work schedules in writing to the City at the address as set forth in the Independent Contractor Agreement, Section 3, paragraph N. at least ten (10) working days prior to commencing work per the proposed revisions.

C. Failure to submit proposed revisions concerning facilities, equipment, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the City for non-performance penalties per Exhibit C, Section 4.

D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations. Specialty type maintenance operations includes, but is not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

F. When inclement weather renders performance per the approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor is required to adjust his work force in order to accomplish those work items not affected by weather, and will contact the City's Director or City field staff to inform them of said alternate work assignments. Failure to advise the City may be cause for assessment of non-performance penalties per Exhibit C, Section 4

G. For the purposes of this Contract, "Working Days" are Mondays through Thursdays, excluding holidays as provided herein. On those days maintenance is to be provided pursuant to the work schedule as approved by the Director. The hours of on-site maintenance service will be from 7:00 a.m. to 4:30 p.m., not including mobilization to or from work site. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day in advance for the Director's approval.

3. GENERAL PROVISIONS - FUNCTIONS AND RESPONSIBILITIES

A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to City Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the City deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see EXHIBIT G, Monthly Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

C. The Contractor shall perform at least one maintenance inspection monthly during daylight hours of all sites. Such inspection shall be both visual and operational, including but not limited to, operation of all automatic irrigation systems to check for proper condition, and reliability. Additionally, the Director may require Contractor to attend meetings with City field staff at some fixed interval to review Contractor's operations, and schedule such future work as may be ordered by the Director. Failure to attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. The Contractor shall maintain an office at some fixed place, and be listed in the telephone directory in Contractor's own name or in the Contractor's company name. Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph E. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the City shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage only during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the City is the minimum acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by telephone, written email, written mailed correspondence or facsimile transmission. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at **any** time:

1. City Manager
2. Financial & Mgmt. Ser. Director
3. Comm. & Econ. Development Dir.
4. Police Department
5. Fire Department
6. Special Districts Division Manager
7. Street Maintenance Supervisor
8. Senior Landscape Services Inspector
9. Landscape Services Inspector
10. Landscape Irrigation Technician

Contractor's emergency response and any necessary corrective work shall be

considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. GENERAL PROVISIONS - CONTRACTOR'S STAFF

A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.

C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the City.

D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements.

   Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. GENERAL PROVISIONS - EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

6. GENERAL PROVISIONS - COMPLAINTS

A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the City to effect necessary remedies will be deducted from the payments owing to the Contractor from the City, per Exhibit C., Section 3.

B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Exhibit A, Section 3, paragraph B.

C. In addition to the provisions of Section 6., paragraph A. in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the City may immediately upon written notice to the Contractor terminate this Contract.

7. GENERAL PROVISIONS - SAFETY

A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the City, Housing Authority, District, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official. Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2010 (or most current) California Supplement".

   Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Exhibit A Section 3, paragraph B. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury. The Contractor shall cooperate fully with the City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Section 3, paragraph J of the Independent Contractor Agreement.

8. USE OF CHEMICALS

A. Before the beginning of the Contract period, the Contractor is required to submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS) of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.

B. Director shall be notified in writing of any changes or deviations from the list as referenced in Exhibit A, Section 8, Paragraph A. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.

D. Contractor shall report all fertilizers and pesticides used in the performance of the work as an element of Contractor's Monthly Report, as set forth in Exhibit A, Section 3, paragraph B. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the City that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the City of Moreno Valley has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the City of Moreno Valley, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.

B. The Contractor, and any subcontractor thereunder, shall make available to the City upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

C. The City may withhold from Contractor's progress payments the penal sum of twenty-five dollars ($25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Drive, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL SPECIFICATION PROVISIONS

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed per the Frequency of Service table, as set forth in Exhibit E. Should weather and/or site conditions preclude the normally scheduled frequency of this service during any month, or portion thereof, the maintenance schedule shall be modified at the discretion and approval of the Director.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

6. Mowing height for cool season grasses shall not exceed three inches (3”) maximum, or two inches (2”) minimum, and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½”) maximum, or three-quarters of an inch (¾”) minimum, and shall be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Specification Provisions - Fertilization, Section 18.

13. Pest control: See Technical Specification Provisions - Pesticide Use, Section 19.

14. Aeration:

    (a) All turf areas shall be aerated at the frequency as set forth per the frequency of service table, in Exhibit E, unless otherwise directed by the Director;

    (b) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

    (c) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

    (d) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

    (e) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Specification Provisions – Fertilization, Section 18.

15. Renovation/thatching and additional aeration operations are to be considered Additional Work, per Exhibit C., Section 2.

16. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Pruning operations occurring in basin / basin slope areas between February 15th and August 15th must be scheduled with the Director at least seven (7) calendar days in advance

5. Trees shall be pruned at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Remove any impediment to the proper conveyance of nuisance and/or storm water flows through the water quality facility;

   (d) Correct any condition which the Director has deemed to be hazardous.

6. Portions of trees up to eighteen feet (18') in height shall:

   (a) Be pruned to enable successful adaptation to their particular site situation;

   (b) Have no more than one-third (1/3) of living branches removed annually;

   (c) Be fertilized only as directed by City field staff.

7. Portions of trees over eighteen feet (18') in height shall:

   (a) Be inspected annually;

   (b) Pruned and/or trimmed as necessary to maintain proper site orientation;

   (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

(d) Pruned to remove any impediment to the proper conveyance of nuisance and/or storm water flows through the water quality facility;

(e) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

8. Pruning tools shall:

(a) Be kept properly sharpened, and in proper working order.

(b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

9. The following practices shall not be allowed:

(a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

(c) Use of pruning paint/pruning compound/wound dressing;

(d) Use of climbing spurs or gaffs.

10. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

11. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum City standard.

12. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

13. Pest control: See Technical Specification Provisions – Pesticide Use, Section 19.

14. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Pruning / trimming operations in basin / basin slope areas between February 15th and August 15th must be scheduled with the Director at least seven (7) calendar days in advance.

5. Any shrub shall be pruned and/or trimmed at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Remove any Remove any impediment to the proper conveyance of nuisance and/or storm water flows through the water quality facility;

   (d) Correct any condition which the Director has deemed to be hazardous.

6. Shrubs shall be pruned in a manner that will:

   (a) Enable successful adaptation to their particular site situation;

   (b) Follow the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

7. Pruning tools must:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

8. The following practices are not allowed:

   (a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", and "poodling") <u>will be done only when authorized by the Director on a site-specific basis</u>.

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

(c) Use of pruning paint/pruning compound/wound dressing.

9. Fertilization: See Technical Specification Provisions - Fertilization, Section 18.

10. Pest control: See Technical Specification Provisions –Pesticide Use, Section 19.

11. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Technical Specification Provisions, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Pruning / trimming operations in basin / basin slope areas occurring between February 15th and August 15th must be scheduled with the Director at least seven (7) calendar days in advance.

4. Ground covers shall be pruned/trimmed at any time, unless otherwise directed by the Director, in order to:

   (a) Remove dead, diseased, or damaged branches/crowns;

   (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

   (c) Remove any impediment to the proper conveyance of nuisance and/or storm water flows through the water quality facility;

   (d) Correct any condition which the Director has deemed to be hazardous.

5. Ground covers shall be pruned/trimmed/renovated:

   (a) To enable successful adaptation to their particular site situation;

   (b) In accordance with accepted practices for the particular species in question;

6. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order; be sterilized with a five percent (5%) chlorine bleach and water solution before commencing operations at any site.

7. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

8. Fertilization: See Technical Specification Provisions - Fertilization, Section 18.

9. Pest control: See Technical Specification Provisions –Pesticide Use, Section 19.

10. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

E. WEED CONTROL

1. All weeds shall be physically removed from streetscape areas at intervals no greater than one (1) time per month, as set forth in Exhibit E, per the frequency of service table, unless otherwise directed by the Director.

2. All weeds shall be physically removed from basin / basin slope areas at intervals no greater than four (4) times per year, as set forth in Exhibit E, per the frequency of service table. Weed removal operations between February 15th and August 15th must be scheduled with the Director at least seven (7) calendar days in advance.

3. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

4. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, sidewalks, basin inlet-forebay and outlet structures; basins / basin slopes; non-landscaped portions of the site, including but not limited to sand beds, as determined by the Director.

5. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

6. Chemical weed control: See Technical Specification Provisions – Pesticide Use, Section 19.

7. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibs, or water tank, as specific site and/or weather conditions require.

2. It shall be the Contractor's duty to maintain all City irrigation systems in a manner that assures their full working capability at all times. Said maintenance shall include, but not be limited to: visual and operational inspections; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by City field staff.

3. For the purposes of this section, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers, sprinkler components, drip systems (including dripper line, emitters, and any and all related components), and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

   (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than;

      i. Parkway streetscapes @ one (1) time per month, or upon receipt of a Maxicom Alarm notification.

      ii. Basin / Basin Slope areas @ (1) time per quarter year (i.e., every three [3] months), or upon receipt of a Maxicom Alarm notification.

(b) Be turned off during periods of rainfall, or as directed by City field staff;

(c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

(a) Be operated only when Contractor's personnel are present on site;

(b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;

(c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

2. Debris/litter control shall be provided per the frequency of service table, as set forth in Exhibit E, unless otherwise stated herein this Section and/or as directed by the Director

Debris/litter removal - for the express purpose of removing the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Contractor shall make the following:

(a) A <u>minimum</u> of a one (1) visitation per month of all Parkway streetscapes;

(b) a <u>minimum</u> of a one (1) visitation at three (3) month intervals of all Basin / Basin Slope areas

Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of this condition.

Contractor shall remove from both planted areas and adjacent hardscapes/walkways the following items, which include but are not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by the Contractor before the close of business the working day following notification of this condition.

3. All hardscape areas that include, but are not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

4. From time to time, the Director may require Contractor to perform Special Clean-ups on a site-specific basis. Said Special Clean-ups shall be considered Additional Work, per Exhibit C, Section 2., paragraphs a. and b.

5. The Contractor shall dispose of all debris and litter, as described herein Exhibit A, Section 17, letter G, paragraphs 1 and 2 above, off-site, and in a legal manner.

6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices such as, televisions, computers and computer monitors; firearms, ammunition or other appliances. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until City staff arrives at the site.

7. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in the performance of contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste

4. generated in the course of the performing the contract's Scope of Work services at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

5. The Contractor shall submit a Monthly Greenwaste Report (see Exhibit H) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

6. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

I. BASIN BOTTOM & FOREBAY / OUTLET STRUCTURE / SAND BED MAINTENANCE

1. Basin Bottoms:

   (a) Water Quality Basin bottom vegetation shall be mowed / trimmed to a height of twelve inches (12") at least one (1) time annually, or as needed to ensure that the facilities function per design intent, per the frequency of service table, as set forth in Exhibit E, unless otherwise stated herein this Section and/or as directed by the Director. Annual mowing / trimming operations shall be initiated no earlier than August 15th, and concluded no later than October 1st.

   (b) Machinery / equipment selected to perform mowing / trimming operations shall be operated in a manner that does not: damage or alter basin bottom or basin slope topography, or; damage or render inoperable basin bottom or slope irrigation systems. Any damage to, or alteration of basin bottom or slope topography, or damage of basin bottom or slope irrigation systems resulting from Contractor's (or sub-contractor's) operations shall be repaired immediately at Contractor's sole expense.

   (c) Debris generated by mowing / trimming operations shall be immediately removed from the sites, and disposed of and/or recycled in a legal manner.

2. Concrete and/or Earthen Forebays and Outlet Structures:

   (a) Concrete / earthen forebays and outlet structures shall be cleaned of debris and vegetation at least two (2) times annually, or as needed to ensure that they function per design intent. Scheduled cleanout operations shall be conducted in the spring and fall of the year, no later than May 31st and October 1st, respectively per the frequency of service table, as set forth in Exhibit E, unless otherwise stated herein this Section and/or as directed by the Director.

   (b) Machinery / equipment selected to perform cleanout operations shall be operated in a manner that does not alter or damage channel surfaces. Any damage to, or alteration of, channel surfaces resulting from Contractor's (or sub-contractor's) operations shall be repaired immediately at Contractor's sole expense.

   (c) Debris generated by channel cleanout operations shall be immediately removed from the sites, and disposed of and/or recycled in a legal manner.

3. Sand Bed (If Applicable)

   (a) Inspect semi-annually for standing water, sediment, trash, and debris; remove accumulated trash and debris from the sand bed, as necessary.

   (b) Rake top of sand bed to a depth of one (1) inch semi-annually.

   (c) When the Director determines that the sand bed does not drain within seventy-two (72) hours, Contractor shall remove top two (2) inches of sand.

   (d) Debris generated by sand bed maintenance operations, including but not limited to those described above, shall be immediately removed from the sites, and disposed of in a legal manner.

18. TECHNICAL SPECIFICATION PROVISIONS - FERTILIZER

A. TURF FERTILIZATION

1. Fertilizer shall be applied to turf areas in accordance with Table I, below. The frequency of service for turf fertilization is also referenced in Exhibit E, Section V., Frequency of Service Table. At the discretion and request of the Director, additional applications at the pricing terms as listed in the additional work section of Schedule II may be provided. Failure to adhere to this Specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs
OCT	1	22-5-5*	1.25	5.7 lbs

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See the following section on fertilizers.

**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See the following sections, below, regarding fertilizers.

2. Humus base fertilizers to be applied by drop spreader only.

3. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

6. Written notification is required to Director five (5) working days prior to fertilizer application.

7. Any granular fertilizer material deposited on adjacent hardscaping, including, but not limited to sidewalks, gutters, pavement, concrete forebays, utility vaults, or the sand bed, shall be collected immediately and redistributed evenly across the targeted area, or; removed from the site and disposed of in a legal manner. In no circumstance shall fertilizer material be allowed to enter the site's storm drain system

B. SHRUB & GROUND COVER FERTILIZATION

1. Parkway streetscape shrubs and ground covers shall be fertilized as per Table II below as noted. The frequency of service for shrub and ground cover fertilization is also referenced in Exhibit E, Section V. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All fertilizers are to be of indicated analysis or better.

2. Fertilization of Basin / Basin Slope areas shall be considered additional Work, per Exhibit C, Section 2., paragraph A.

Fertilizer shall be applied to all shrubs and ground covers in accordance with Table II below as noted. The frequency of service for shrub and ground cover fertilization is also referenced in Exhibit E, Section V. At the discretion and request of the Director, additional applications at the pricing terms as listed in the additional work section of Schedule II may be provided. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All fertilizers are to be of indicated analysis or better.

TABLE II

			Rates per 1,000 sq. ft.	
Month**	Number of Apps	Type of Fertilizer	Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

3. Any fertilizers containing iron will be removed from concrete sidewalks and forebays before irrigation to prevent staining.

4. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

5. Written notification is required to Director five (5) working days prior to fertilizer application.

6. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

7. Any granular fertilizer material deposited on adjacent hardscaping, including, but not limited to sidewalks, gutters, pavement, concrete forebays, utility vaults, or the sand bed, shall be collected immediately and redistributed evenly across the targeted area, or; removed from the site and disposed of in a legal manner. In no circumstance shall fertilizer material be allowed to enter the site's storm drain system.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by City field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by City field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.

4. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

5. Any granular fertilizer material deposited on adjacent hardscaping, including, but not limited to sidewalks, gutters, pavement, concrete forebays, utility vaults, or the sand bed, shall be collected immediately and redistributed evenly across the targeted area, or; removed from the site and disposed of in a legal manner. In no circumstance shall fertilizer material be allowed to enter the site's storm drain system.

19. TECHNICAL SPECIFICATION PROVISIONS – PESTICIDE USE

A. GENERAL

1. The City of Moreno Valley encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be applied as directed by the Director.

3. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.

4. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Contract.

5. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Exhibit A., Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Exhibit A, Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by City staff after giving twenty-four (24) hour notice to Contractor.

2. For pesticide application reporting specifications, see Exhibit A., Section 3 – Functions and Responsibilities and Exhibit A., Section 8. – Use of Chemicals.

3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) All parkway streetscape shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed in accordance with the Frequency of Service Table as provided in Exhibit E, Section V., or as determined by the Director.

   (b) Appropriate chemical control must be used on the following weeds.

   Bermuda Grass
   Kikuyu Grass
   Nutsedge
   Field Bindweed
   Spurge

   The aforementioned list is inclusive; other species may be added by the Director as necessary.

   (c) Application of pre- or post-emergent herbicides to Basin / Basin Slope areas shall be considered Additional Work, per Exhibit C, Section 2, paragraph A.

   (d) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

(e) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

(a) Snails shall be controlled on a regular basis on the following plant species:

Agapanthus africanus
Aptenia sp.
Gazania sp.
Hemerocallis sp

(b) Snails shall be controlled on an as needed basis on all other plant material.

(c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

(a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by City field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(b) The Director may require all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(c) The Director may require all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(d) The Director may require all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

(a) All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s).

(b) Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

(c) Parkway streetscape planter areas shall be inspected and treated as necessary a minimum of one (1) time per month.

(d) Basin / Basin Slope areas shall be inspected and treated as necessary a minimum of one (1) time every three months.

(e) Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

(a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Insect and Disease Control

   (a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

   (b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

   (a) All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s).

   (b) Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within forty-eight (48) hours of being noticed by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

   (d) Basin / Basin Slope areas shall be inspected and treated as necessary a minimum of one (1) time every three months.

   (e) Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

20. PROJECT LOCATION MAP

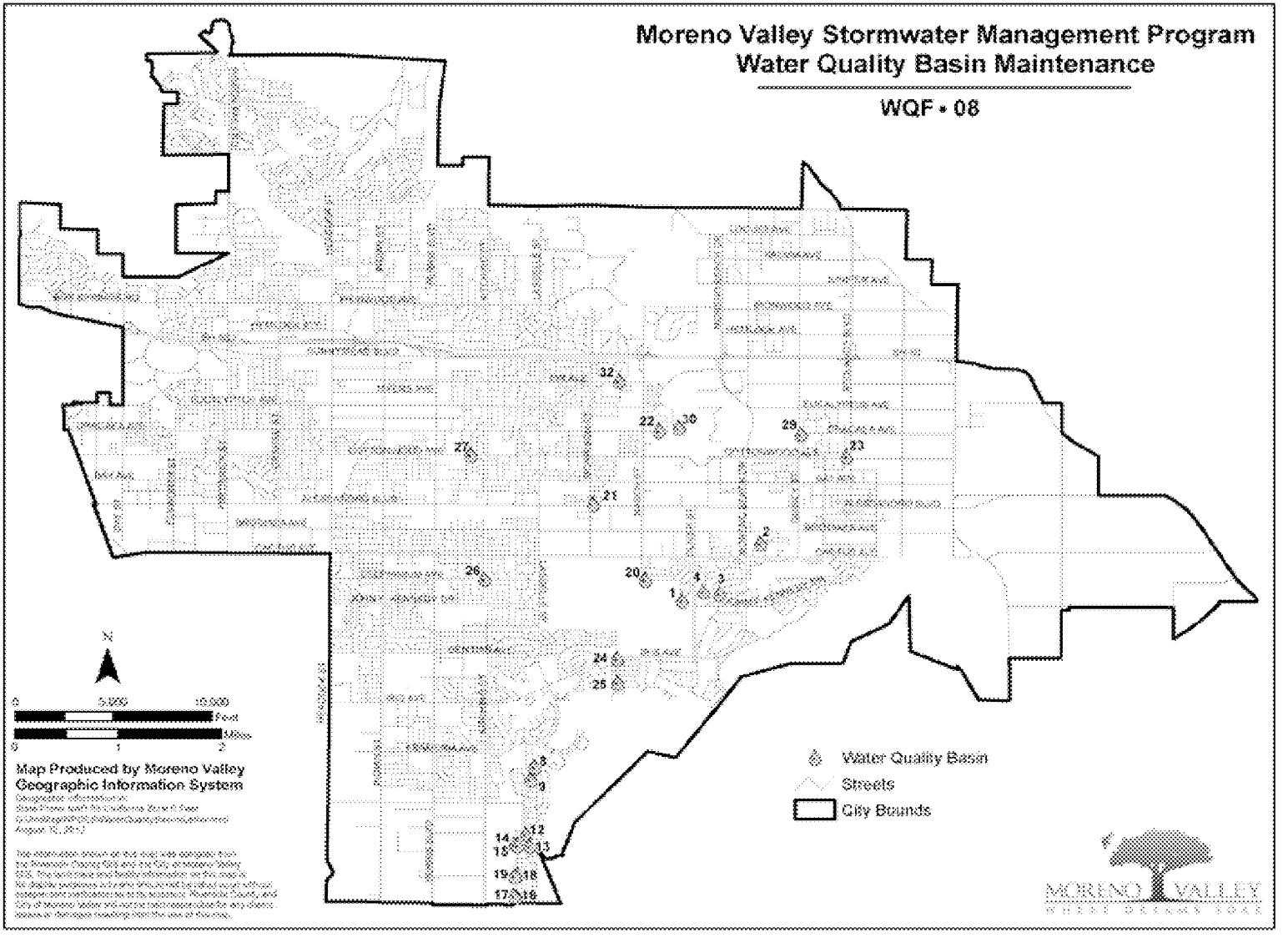

21. PROJECT LOCATION LIST

Moreno Valley Stormwater Management Program
Water Quality Basin Maintenance

WQF • 08

Map ID	Tract Number	APN
(1)	TR 31128	486522012
(2)	TR 27523-1	478320026
(3)	TR 22709	304610042
(4)	TR 22709	304460007
(8)	TR 30318	308511026
(9)	TR 30318	308501007
(12)	TR 30321	308552018
(13)	TR 30321	308581010
(14)	TR 30319	312290001
(15)	TR 30319	312292010
(16)	TR 30320	312351040
(17)	TR 30320	312351016
(18)	TR 30320	312333004
(19)	TR 30320	312334006
(20)	TR 31128	486490033
(21)	TR 31212/31327	487531020
(22)	TR 32834	488132042
(23)	TR 31269-1	478370014
(24)	TR 29920-1	308573017
(25)	TR 29920	308620043
(26)	TR 33437	484203009
(27)	TR 32018	479671021
(29)	TR 31424	478400043
(30)	TR 32834	488140047
(32)	TR 33256	487243028

Print Date: August 12, 2012

EXHIBIT B: City Responsibilities

RFP No 12/13-09
PROJECT NO. WQB/12-13

CITY OF MORENO VALLEY
LANDSCAPING AND IRRIGATION MAINTENANCE
OF THE WATER QUALITY CONTROL BASINS

1. CONTRACT SUPERVISION

A. The Contract shall be administered on behalf of the City by the Community and Economic Development Director of the Community and Economic Development Department of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The City shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by City field staff.

3. UTILITIES

It shall be the City's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The City will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of the same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

A. The City shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.

B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C: Payment Terms

RFP No 12/13-09
PROJECT NO. WQB/12-13

CITY OF MORENO VALLEY
LANDSCAPING AND IRRIGATION MAINTENANCE
OF THE WATER QUALITY CONTROL BASINS

1. CONTRACTOR'S COMPENSATION

A. The Contractor will be paid monthly per site based upon successful performance of the maintenance services provided in compliance with the terms and provisions of this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports for the: 1) maintenance performed, 2) Greenwaste, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month, and 5) a detailed invoice for services in accordance with the Contract price for the work performed, which shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved.

The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to 951.413.3073.

Copies of invoices and reports shall be submitted to the Special Districts Division, of the Financial and Management Services Department at specialdistricts@moval.org. Calls may also be directed to the Special Districts Division at 951.413.3480.

B. The Contractor will obtain and keep current during the term of this Contract, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at http://www.moval.org/do_biz/biz-license.shtml.

C. Except where additional compensation is specifically provided for in this Contract, the City will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of six thousand two hundred and forty and 00/100 dollars ($6,240.00) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed seventy-four thousand eight hundred and eighty and 00/100 dollars ($74,880.00), except as provided for in Section 2 below. The compensation specified herein this section is for the maintenance of the City of Moreno Valley Landscaping and Irrigation Maintenance of the Water Quality Basins.

D. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall_forms.shtml#bf.

E. The minimum information required on all invoices includes:

1. Vendor Name, Mailing Address and Phone Number

2. Invoice Date

3. Vendor Invoice Number

4. City – provided Reference Number (Project No. and Title)

5. Detailed work hours by class title (e.g. Manager, Technician or Specialist), services performed, and rates, explicit portion of a contract amount or detailed billing information is sufficient to justify the invoice amount: single or lump sum amounts without detail are not acceptable.

F. The City shall pay the Contractor for all invoiced and authorized maintenance services within thirty (30) days of receipt of invoice for the same.

G. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

A. During the term of this Contract the City may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2, paragraph C. herein this Exhibit, in addition to the work set forth in Exhibit A, General Provisions - Scope of Work.

If the City determines it to be in the City's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Schedule II, Section B or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth herein Exhibit C, Section 2, paragraph B., below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the City.

B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the City may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the City for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the City may, after reasonable attempt to notify the Contractor, cause such action to be taken by the City's work force.

C. The Contractor shall maintain as Additional Work, at a unit price comparable to basin areas described herein, additional basin areas that the City may add to this Contract. In the event that notification is made, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in Exhibit E, Schedule II, shall be prorated from the day the Contractor commences work on the additional areas.

D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Schedule II, Section B. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).

E. Except as specifically approved by subsequent action of the City Council, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of six thousand 00/100 dollars ($6,000.00) for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The City may deduct payment to such extent as may be necessary to protect the City from loss due to:

A. Work required in the General or Technical Specification Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty"

operations in a timely manner as set forth in the General and/or Technical Specification Provisions; submit notifications or reports required by the Contract, for General or Technical Specifications Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General or Technical Specification Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the City. For each of the categories set forth hereinabove, the penal sum of $100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, telephone, facsimile transmission or in writing.

The Contractor will not be assessed non-performance penalties for delays caused by the City, or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the City to allow for explanations.

EXHIBIT D: Term of Contract

RFP No 12/13-09
PROJECT NO. WQB/12-13

CITY OF MORENO VALLEY
LANDSCAPING AND IRRIGATION MAINTENANCE
OF THE WATER QUALITY CONTROL BASINS

1. TERM OF CONTRACT

A. Following approval by both parties, the Contract will commence on June 1, 2013, and shall terminate June 30, 2014, (12) months thereafter.

B. At the expiration of its term, the Contract may be extended for one year, up to four (4) additional twelve (12) month periods (total of 4, one year extensions) with the concurrence of both parties. Written notice of the City's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.

C. In considering the option to extend the Contract, as set forth in paragraph B. above, the City shall determine the following:

That the Contractor's performance during the preceding three months and fourteen days has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.

E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley. In the event that the City Council does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

RFP No 12/13-09
PROJECT NO. WQB/12-13

CITY OF MORENO VALLEY
LANDSCAPING AND IRRIGATION MAINTENANCE
OF THE WATER QUALITY CONTROL BASINS

R.F.P. NO. 12/13-09
PROJECT NO. WQB/12-13

CITY OF MORENO VALLEY
LANDSCAPING AND IRRIGATION MAINTENANCE
OF THE WATER QUALITY CONTROL BASINS

I: SCHEDULE 1-VENDOR INFORMATION

Excel Landscape has been a full service landscape company for over 35 years and possesses a C-27 Contractors License. We are a medium sized firm, specializing in municipal maintenance. We handle a large variety of projects ranging from weed abatement, open space maintenance, parkways, medians, slopes, parks and sports facilities. Our employees are well trained in the safety aspects of high visibility and high traffic areas. A firm large enough to insure stability yet one in which the owner is still involved in the day-to-day operations. A company committed to providing a good value to its customers, which favors long relationships over quick profits.

In-house staff perform most operations. We have a licensed pest control advisor; we are licensed pest control operators, with certified water auditors and six certified in recycled water. We are experienced in all phases of landscape from basic installations to complex Central Irrigation Systems. We have installed and monitored Maxicom, Calsense, and Motorola Osmac Control Systems with several local municipalities. We have recently assisted in the development of a new Et based controller now on the market.

Excel Landscape considers safety a number one priority and holds weekly safety meetings. We meet all existing state and federal labor laws, and comply with OSHA requirements.

We take pride in our loyal staff and strive to provide a work environment that encourages long-term employment. We realize that a service organization is only as good as its people and we try to provide opportunities for the improvement and advancement of our employees. This is reflected by the low turn over of our staff in an industry where just the opposite is the norm. This is an advantage to our customers on projects that have permanent crews, as they become familiar with specific project requirements.

At **Excel Landscape** we have installed various systems to identify the requirements for any given project, and then insure that they are carried out as required. At Excel Landscape we are committed to this process.

This project would be assigned permanent crews which allow personnel to become familiar with the work and thus, more efficient. Inspections are carried out on a weekly basis by the Foreman and monthly by the project manager. This insures compliance by our crews to the work standards. Job walks will be scheduled with a City representative at your convenience to discuss work progress and upcoming tasks.

Office staff is available Monday through Friday from 7:00 a.m. to 4:30 p.m. The same phone is answered 24 hours a day to handle emergency situations. Office staff maintains cellular contact with all Foreman, irrigators and crew leaders to provide quick and efficient communications.

Finally, we believe that the best assurance for quality control is the commitment of the management. We at **Excel Landscape** take pride in our work and track record. We believe this is best represented by references from our customers.

A. EXCEL LANDSCAPE

- A CALIFORNA CORPORATION

B,C. MAIN OFFICE: 710 RIMPAU AVE. STE. 108
CORONA, CA 92879

D. 951-735-9650

E. SATELLITE YARD: 4181 ALAMO ST.
RIVERSIDE, CA 92501

F. 951-788-6148

G. LICENSE:

- 694553, C 27, Landscape Contractor
- SINCE 1994
- EXPIRES 08/31/2014
- STATUS – ACTIVE
- NO PRIOR ACTIONS

H. FEDERAL IDENTIFICATION: 33-0617953

I. COMPANY OFFICERS:

- JOSE ALFARO, PRESIDENT
- JOSIE ALFARO, SEC/TRES

J. 37 YEARS OF LANDSCAPE MAINTENANCE SERVICE

K. 37 YEARS OF LANDSCAPE MAINTENANCE SERVICE FOR PUBLIC AGENCIES

L. CURRENT LANDSCAPE MAINTENANCE OPERATIONS:

- 68 LANDSCAPE MAINTENANCE CONTRACTS
- 42% WITH PUBLIC AGENCIES
- $11,222,221.00 ANNUAL SALES IN MAINTENANCE CONTRACTS
- 90% OF SALES WITH PUBLIC AGENCIES

1. MAINTENANCE EMPLOYEES
    - 6 SUPERVISORS AVERAGE WAGE OF $4872.00 PER MONTH
    - 15 TECHNICIANS AVERAGE WAGE OF $3980.00 PER MONTH
    - 9 FOREMEN AVERAGE WAGE OF $4267.00 PER MONTH
    - 179 LABORES AVERAGE WAGE OF $15.54 PER HOUR

2. MAINTENANCE VEHICLES AND EQUUIPMENT
    - 15 SUPERVISOR/FOREMEN TRUCKS
    - 15 TECHNICIAN/IRRIGATION TRUCKS
    - 82 CREW TRUCKS
    - 55 CREW TRAILERS
    - 56 RIDING MOWERS
    - 37 WALK BEHIND MOWERS
    - 195 BACK PACK BLOWERS
    - 53 CHAIN SAWS
    - 37 EDGERS
    - 257 HEDGE TRIMMERS
    - 70 21" MOWERS
    - 12 POWER RAKES
    - 39 REMOT CONTROLS
    - 11 POWER SPRAYERS
    - 3 VACUUMS
    - 294 WEED EATERS

MV00208373

I. REFERENCES

CITY OF MURRIETA
40600 CAL OAKS RD.
MURRIETA, CA. 92562

Mr. George Moring
(951) 461-6124

LANDSCAPE MAINTENANCE SERVICES

$2,100,000.00 PER YEAR

600+ ACRES

LOCATIONS PROVIDED UPON REQUEST

09/01/94 - PRESENT

CITY OF TEMECULA
P.O. BOX 9533
Temecula, CA 92590

Mr. Kevin Harrington (951) 694-6480

GENERAL LANDSCAPE MAINTENANCE SERVICES

$1,325,000.00 PER YEAR

180 ACRES

LOCATIONS PROVIDED UPON REQUEST

7/1/93 – PRESENT

MV00208375

CITY OF CHINO HILLS
14575 Pipeline Ave.
Chino CA, 91709

Mr. Sean O'Conner (909) 364-2802

GENERAL LANDSCAPE MAINTENANCE SERVICES

$876,756.00 PER YEAR

200 ACRES

LOCATIONS PROVIDED UPON REQUEST

7/1/90 – PRESENT

III. PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

A. FACILITIES:

RIVERSIDE SERVICE YARD
4181 ALAMO
RIVERSIDE, CA 92503

B. EQUIPMENT:

(1) CREW TRUCK & TRAILER
(1) 21" WALKBEHIND MOWER
(2) WEEDEATERS
(2) HEDGETRIMMERS
(2) BLOWERS
(2) SET MISC.HAND TOOLS
BACKPACK SPRAYER
CHEMICAL SAFETY BOX
TRAFFIC SAFETY EQUIPMENT

IRRIGATION TRUCK - FULLY STOCKED SERVICE BODY (S)
ELECTRONIC TROUBLESHOOTING EQUIPMENT (S)
REMOTE CONTROL
BELLY GRINDER FERTILIZER SPREADER (S)

C. STAFF:

GENERAL LANDSCAPE MAINTENANCE:
PROJECT MANAGER (S)
- 14 YEARS EXPERIENCE
- WATER AUDUTIR
- CERTIFIED APPLICATOR

SUPERVISOR (S)
- 21 YEARS EXPERIENCE

MAINTENANCE CREW LEADMEN(S)
- 9 YEARS EXPERIENCE
- 6 YEARS EXPERIENCE

MAINTENANCE CREW LABOR(S)
TREE TRIMMING (S)
- CERTIFIED ARBORIST

IRRIGATION MAINTENANCE (S)
- 11 YEARS EXPERIENCE

PESTICIDE APPLICATIONS (S)
- CERTIFIED PESTICIDE ADVISOR
- CERTIFIED PESTICIDE APPLICATOR

IV: PROPOSED PROJECT WORK SCHEDULES

The following pages contain the blank Monthly and Annual Schedule Sheets for the Proposed Project Work Schedules - Water Quality Basins. Proposers are to complete these schedule sheets by writing in their proposed scheduled for performing the services as describe in Exhibit A. For specified services listed under the Technical Specification Provisions found in Exhibit A, for the following services, refer to the FREQUENCY OF SERVICE TABLE located in Exhibit E, Section V.
:

1. Exhibit A Section 17,A.1 (Turf Mowing),
2. Exhibit A. Section 17 A 14(a) (Aeration)
3. Exhibit A, Section 17.E.1 (Parkway Weed Removal),
4. Exhibit A, Section 17. E. 2 (Basin Weed Removal),
5. Exhibit A,Section17.F.6 (a) i. & ii (Parkway and Basin Irrigation Inspection)
6. Exhibit A, Section 17.G 2 (a)&(b) (Parkway and Basin Litter Pick Up),
7. Exhibit A, Section 17. I 1 (a) (Basin Bottom Mow Out)
8. Exhibit A, Section 17. I 2 (a) (Basin Forebay Clean Out)
9. Exhibit A, Section 17. I 3 (a) (Basin Sand Bed Rake Out)
10. Exhibit A, Section 18. A 1 (Turf Fertilization)
11. Exhibit A, Section 18. B. 3 (Shrub & Groundcover Fertilization)
12. Exhibit A, Section 18. C. 2. (Tree Fertilization)
13. Exhibit A, Section 19. C. 1 (a) (Ground cove/Shrub/Tree Planter Pre-Emergent)
14. Exhibit A, Section 19. 4.(c) (Parkway Rodent Inspection & Treatment
15. Exhibit A, Section 19. 4 (d) (Basin Rodent Inspection & Treatment)
16. Exhibit G (Landscape Service & Irrigation Reports)
17. Exhibit H (Greenwaste Report)

For all other services, please refer to those portions of Exhibit A, contained herein this RFP. Use additional sheets as necessary to provide a full and comprehensive response on each of the schedule sheets.

If selected, the awarded Contractor will provide the CITY, within 30 days after contract execution, a work schedule for the Water Quality Basins.

A. MONTHLY SCHEDULE SHEET

1. List all tasks specified to be performed on a monthly basis in the box corresponding to the day of the week/month in which the work is proposed to be performed. List man-hours estimated to complete each task.

2. Be sure to include administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for all sites listed on Exhibit E for the entire month. Schedule sheets that are not complete for the entire month and do not include ALL sites will be considered to be non-responsive.

B. ANNUAL SCHEDULE SHEET

1. List all tasks specified to be performed for the Water Quality Basin areas at intervals greater than one (1) month (e.g., quarterly removal of accumulated particulate matter, trash, and debris, per Exhibit A – Technical Provisions, Subsection 4.d.) in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which the work is proposed to be performed. List man hours estimated to complete each site.

2. Be sure to include any administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

MONTHLY SCHEDULE SHEET – WATER QUALITY BASINS

PROPOSED PROJECT WORK SCHEDULES

Staffing:
(3) Man Detail Crew (16-24 man hours per week)
(1) Irrigation Tech (As needed 4-5 hours per week) for repair only Testing will be done by Lead man
(1) Supervisor (As needed 2-4 hours per week) "THESE ARE LABOR ESTIMATES ONLY, THIS IS A PERFORMANCE BASED CONTRACT. THE CONTRACTOR MAY ADJUST SCHEDULED MAN POWER AND WORK DAYS AS NECESSARY TO MAINTAIN PROJECT SITES AT CONTRACT STANDARDS, SUBJECT TO NOTIFICATION REQUIREMENTS SET FORTH IN EXHIBIT A – Scope of Service/General Provisions"

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1		6 sites		
		PICK UP LITTER TRIM SHRUBS LIFT TREES TRIM G.C. PULL WEEDS BLOW OFF CHECK IRRIG APPLY CHEMICALS COMPLETE USE REPORTS JOB INSPECTIONS		
WEEK #2		6 sites		
		PICK UP LITTER TRIM SHRUBS LIFT TREES TRIM G.C. PULL WEEDS BLOW OFF CHECK IRRIG APPLY CHEMICALS COMPLETE USE REPORTS JOB INSPECTIONS		
WEEK #3		6 sites		
		PICK UP LITTER TRIM SHRUBS LIFT TREES TRIM G.C. PULL WEEDS BLOW OFF CHECK IRRIG APPLY CHEMICALS COMPLETE USE REPORTS JOB INSPECTIONS		
WEEK #4		7 sites		
COMPLETE GREEN WASTE REPORT COMPLETE MONTHLY SCHEDULES		PICK UP LITTER TRIM SHRUBS LIFT TREES TRIM G.C. PULL WEEDS BLOW OFF CHECK IRRIG APPLY CHEMICALS COMPLETE USE REPORTS JOB INSPECTIONS		

ANNUAL SCHEDULE SHEET – WATER QUALITY BASINS

PROPOSED PROJECT WORK SCHEDULES

ADDITIONAL STAFFING OF (3) MEN AS NEEDED FOR MOWING BASIN BOTTOMS TO 12" (Estimated at 528 man hours per year):

"THESE ARE LABOR ESTIMATES ONLY, THIS IS A PERFORMANCE BASED CONTRACT. THE CONTRACTOR MAY ADJUST SCHEDULED MAN POWER AND WORK DAYS AS NECESSARY TO MAINTAIN PROJECT SITES AT CONTRACT STANDARDS, SUBJECT TO NOTIFICATION REQUIREMENTS SET FORTH IN EXHIBIT A – Scope of Service/General Provisions.

DECEMBER	JANUARY	FEBRUARY
ANNUAL INSPECTION INSPECT TREES FOR STAKING INSPECT BY PROJECT MANAGER	INSPECT TREES FOR STAKING INSPECT BY PROJECT MANAGER	APPLY PRE-EMGERGENT TO GC SPRAY NUT SEDGE INSPECT TREES FOR STAKING INSPECT BY PROJECT MANAGER
MARCH	**APRIL**	**MAY**
MOW BASIN BOTTOMS TO 12" APPLY SNAIL CONTROL INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	APPLY 23-5-10 TO GC INSPECT TREES FOR STAKING INSPECT BY PROJECT MANAGER	CLEAN FOREBAYS & OUTLETS RAKE SAND BEDS INSPECT TREES FOR STAKING INSPECT BY PROJECT MANAGER
JUNE	**JULY**	**AUGUST**
APPLY SNAIL CONTROL APPLY INSECT CONTROL INSPECT TREES FOR STAKING INSPECT BY PROJECT MANAGER	INSPECT TREES FOR STAKING INSPECT BY PROJECT MANAGER	SPRAY NUT SEDGE INSPECT TREES FOR STAKING INSPECT BY PROJECT MANAGER
SEPTEMBER	**OCTOBER**	**NOVEMBER**
CLEAN FOREBAYS & OUTLETS RAKE SAND BEDS MOW BASIN BOTTOMS TO 12" INSPECT TREES FOR STAKING INSPECT BY PROJECT MANAGER	APPLY PRE-EMGERGENT TO GC INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	TRIM TREES INSPECT TREES FOR STAKING INSPECT BY PROJECT MANAGER

V: FREQUENCY OF SERVICE TABLE

	TYPE OF SERVICE/TASK	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUALLY	ANNUALLY
17. A. 1.	TURF MOWING[1]	X				
17. A. 14 (a)	AERATION[2]				X	
17. E. 1.	PARKWAY WEED REMOVAL		X			
17. E. 2.	BASIN WEED REMOVAL[3]			X		
17. F. 6. (a) i.	PARKWAY IRRIGATION INSPECTION		X			
17. F. 6. (a) ii.	BASIN IRRIGATION INSPECTION[4]			X		
17. G. 1. (a)	PARKWAY LITTER PICK UP		X			
17. G. 2 (b)	BASIN LITTER PICK UP			X		
17. I. 2. (a)	BASIN BOTTOM MOW OUT[5]					X
17. I. 2 (a)	BASIN FOREBAY CLEAN OUT				X	
17. I. 3. (a)	BASIN SAND BED RAKE OUT				X	
18. A. 1.	TURF FERTILIZATION[6]				X	
18. B. 3.	SHRUB & GROUND COVER FERTILIZATION[7]					X
18. C. 2.	TREE FERTILIZATION				X	
19. C. 1. (a)	GROUND COVER/ SHRUBS/ TREE PLANTER PRE-EMERGENT					X
19. 4. (c)	PARKWAY RODENT INSPECTION & TREATMENT		X			
19. 4. (d)	BASIN RODENT INSPECTION & TREATMENT			X		
Appendix B & C	REPORTS		X			

[1] Turf mowing -No turf to be maintained in current Tract sites. Future sites may require this service.
[2] Turf areation - No turf to be maintained in current Tract sites. Future sites may require this service. When required - 2x's per year in the Spring & Fall. Specification of month to be approve by Director in advance.
[3] Operations in basin/basin slope areas occuring between February 15th and August 15th must be scheduled with the Director at least seve (7) calendar days in advance.
[5] Operations shall be initiated no earlier than August 15th, and concluded no later than October 1st
[6] Turf fertilization - No turf to be maintained in current Tract sites. Future sites may require this service.
[7] Shrub & Ground cover fertalization to be applied in April unless otherwise approved by Director in advance of applying the application.

Jose Alfaro
(Sign here)

By signing, I hereby acknowledge review of the aforementioned frequency of services and have incorporated reference of these frequencies in the proposed monthly and annual schedule sheets for the services to be provided consistent with the terms of this Contract.

PROPOSED ANNUAL MATERIAL SCHEDULE

Fertilizers:

List fertilizers to be furnished to execute work tasks specified in contract Exhibit A.
Specify type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and markup). Use additional sheets as necessary to provide a full and Comprehensive response.

TYPE	ESTIMATED AMOUNT	ESTIMATED COST
SHRUBS:		
23-5-10	2 bags	$ 81.20

Pesticides:

List pesticides to be furnished to execute work tasks specified in contract Exhibit A.
Specify type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.) and brand name, estimated amount of each type/brand to be supplied annually, and estimated annual cost for each type/brand (include applicable sales tax, overhead, and markup). Use additional sheets as necessary to provide a full and Comprehensive response.

TYPE/BRAND NAME	ESTIMATED AMOUNT	ESTIMATED COST
SHRUBS:		
PRE-EMERGENT	4 bags	$ 536.00
SNAIL BAIT	1 bags	$ 136.20
Sedge Hammer	1 bottle	$ 131.50
ROUND UP	2.5 gallons	$ 183.20
AQUA MASTER	2.5 gallons	$ 193.40
GOPHER BAIT	1 flask	$ 81.30
ATRIMEC	1 Gallon	$ 343.50
GRAND TOTAL:		$ **1,686.30**

COMMUNICATIONS, TRAFFIC SAFETY & GREENWASTE RECYCLING

COMMUNICATIONS:

Excel Landscape has a 24-hour answering service with a toll free number. All Project Managers, supervisors, foreman, Irrigation technicians and crew leaders carry Nextel radios / cell phones. All of these individuals can be reached directly during business hours. An after hours on call person can be reached via the answering service, to respond with in 2 hours.

TRAFFIC SAFETY:

All personnel ware orange shirts. They are trained weekly on all phases of safety. Each employee is issued a safety vest to be worn if orange shirts are covered. Each truck carries advanced warning signs and cones that are used each time the truck stops to work. Excel Landscape trains to and follows the "Manual of Uniform Traffic Control Devices, 2003".

GREENWASTE:

Each truck goes to a green waste facility at the end of the day. The truck is weighed and charged by truck. That amount is charged to a specific job. A monthly report is generated by job and submitted with the invoice. There is no additional cost to the city. The facility is Agua Mansa MRF at 1830 Agua Mansa Rd. in Riverside CA 92509.

No Subcontractors will be used on this job.

C. Greenwaste Recycling:

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

IX. LIST OF SUBCONTRACTORS

A. SUBCONTRACTORS:

In compliance with the provisions of Government Code, Section 4102, the undersigned Proposer sets forth the name and location (address) of the place of business of each subcontractor who will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
"NONE"		

X. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE Jose Alfaro

PRINTED NAME Jose Alfaro

TITLE President

COMPANY NAME Excel Landscape Inc.

DATE 3/11/13

XI. PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the City of Moreno Valley and Excel Landscape Inc., and further , the aforesaid company may be barred from participation in future City contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind Excel Landscape Inc. to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT (PRINTED), SIGNED AND DATED

SIGNATURE Jose Alfaro

NAME Jose Alfaro

TITLE President

COMPANY NAME Excel Landscape Inc.

DATE 3/11/13

I. SCHEDULE II

BID SCHEDULE

PROPOSER: Excel Landscape Inc.
(Company Name)

A. SERVICE SCHEDULE

SITE (Tract)	ESTIMATED AREA (sq. footage)	NUMBER OF BASINS	COST PER MONTH	COST PER TWELVE MONTHS
31128	Planter: 35,024 sq. ft.	1	$ 560.00	$ 6720.00
27523-1	Planter: 14,663sq. f.t	1	$ 200.00	$ 2400.00
22079-1	Planter: 10,240 sq. ft.	1	$ 200.00	$ 2400.00
22709	Planter: 88,913 sq. ft.	1	$ 1005.00	$ 12,060.00
30318	Planter: 26,800 sq. ft.	2	$ 380.00	$ 4560.00
30321	Planter: 28,124 sq. ft.	2	$ 400.00	$ 4800.00
30319	Planter: 12,740 sq. ft.	2	$ 200.00	$ 2400.00
30320	Planter: 28,579 sq. ft.	4	$ 400.00	$ 4800.00
31128	Planter: 7,176 sq. ft.	1	$ 155.00	$ 1860.00
31212/31327	Planter: 39,613 sq. ft.	1	$ 585.00	$ 7020.00
32834	Planter: 22,983 sq. ft.	1	$ 330.00	$ 3960.00
31269-1	Planter: 22,346 sq. ft.	1	$ 320.00	$ 3840.00
29920	Planter: 18,242 sq. ft.	2	$ 280.00	$ 3360.00
33437	Planter: 8,093 sq. ft.	1	$ 155.00	$ 1860.00
32018	Planter: 14,554 sq. ft.	1	$ 360.00	$ 4320.00
31424/31269	Planter: 7,557 sq. ft.	1	$ 155.00	$ 1860.00
32834	Planter: 28,032 sq. ft.	1	$ 400.00	$ 4800.00
33256	Planter: 7,550 sq. ft.	1	$ 155.00	$ 1860.00
Service Schedule Roster Sub-Total			$ 6240.00	$ 74,880.00
Cost per sq. ft., per occurrence			$ .02	$ .24
Service Schedule Cumulative Total			$ 6240.00	$ 74,880.00

The Total Amount shall be the Service Schedule Roster's Cumulative Total for twelve (12) months column, as listed on page 85. This amount is based on the current services for the areas as identified herein Section A of Schedule II:

Figures: $74,880 and .00 /100's Dollars

Words: Seventy Four Thousand Eight Hundred Eighty and .00 /100's Dollars

All work shall be performed in accordance with the terms and conditions of this Independent Contractor Agreement, which includes all General and Technical Specification Provisions as outlined herein for the Services. Any modification to the number of occurrences for any service shall be made per written direction by the City. Service occurrences may be modified with 30 days advance written notice by the City.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of the water quality basins as set forth in Exhibit A of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 1, 2, & 3 has/have been received and is/are made a part of this proposal.

PROPOSER: Excel Landscape Inc.
(Company Name)

Jose Alfaro President
(AUTHORIZED SIGNATURE AND TITLE)

5/08/13
(DATE)

B. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work, and Routine Irrigation Repair, include, but are not limited to: Exhibits A and C.

1. UNIT PRICES (Includes all labor and materials)

a.	1 gal. shrub/vine/ground cover in place	@	$ 8.00	ea
b.	5 gal. shrub/vine/ground cover in place	@	$ 20.00	ea
c.	5 gal. tree in place (stakes included)	@	$ 30.00	ea
d.	15 gal. tree in place (stakes included)	@	$ 85.00	ea
e.	24" box tree in place (stakes included)	@	$ 250.00	ea
f.	36" box tree in place (stakes included)	@	$ 500.00	ea
g.	Flat of ground cover in place	@	$ 20.00	ea
h.	Fertilizer application	@	$ .0075	/sq. ft.
i.	Planter bed mulch in place	@	$ 65.00	/cu. yd.
j.	Additional labor	@	$ 25.00	/man hour
k.	Additional irrigation technician	@	$ 45.00	/man hour

2. Irrigation repair parts for routine repairs @ cost plus 15 %.

3. Unit prices for Additional Landscape and Basin Areas per Exhibit C, Section 2 shall be as follows:

   a. Per Schedule II, Section A, cost per sq. ft., per occurrence in which additional work will be added.

4. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: Excel Landscape Inc.
(Company Name)

Jose Abrus
(AUTHORIZED SIGNATURE AND TITLE)

3/11/13
(DATE)

II. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the City for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, (Schedule II) A. "Bid Schedule"):

Seventy Four Thousand Eight Hundred Eighty and 00/100
(Dollar Amount in Words)

$ 74,880.00
(Dollar Amount in Figures)

Date: May 8, 2013

Proposer: Excel Landscape Inc.
(Company Name)

By: Jose Alfaro
(Signature)

Title: President

State License Number and Classification: 694553, C-27

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF California

PRESIDENT Jose Alfaro
(Corporate Seal)

SECRETARY Josie Alfaro

III. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is a cashier's check, a certified check, or a Proposal Surety Bond for 10% of bid amount, payable to the City of Moreno Valley, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated 3/11/13

Signature of Proposer Jose Alfaro

By Jose Alfaro

Address of Proposer 710 Rimpau Ave. Ste. 108
Corona CA, 92879

Telephone Number of Proposer (951)735-9650

Names and Addresses of Members of the Company:

Jose Alfaro, President

Josie Alfaro, Sec/Tres

(If a Corporation)

Signature of Proposer Jose Alfaro

By Jose Alfaro

Title President

Business Address 710 Rimpau Ave. Ste. 108

Corona Ca, 92879

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of	California
State License Number and Classification	C-27: 694553
PRESIDENT	Jose Alfaro
SECRETARY	Josie Alfaro
TREASURER	Josie Alfaro

(Corporate Seal)

IV. PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Excel Landscape, Inc.

_____, as

principals, and The Ohio Casualty Insurance Company, a duly

authorized corporate surety: Business Address

790 The City Drive South, Suite 200, Orange, CA 92868,

Phone (714) 634.3311, are held and firmly bound unto the City of Moreno Valley, as Surety, in the sum of ten percent of the total amount bid Dollars, ($ ---10%---), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly, and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about to hand in and submit to the City Council of the City of Moreno Valley, **a proposal for PROJECT NO. WQB/12-13 - CITY OF MORENO VALLEY LANDSCAPE AND IRRIGATION MAINTENANCE OF THE WATER QUALITY BASINS**, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said City Council contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said City Council, and if the said principal shall fail or neglect to enter into a Contract therefore within the required time, then in that case the undersigned obligors will pay to the City of Moreno Valley the full sum of ten percent of the total amount bid Dollars, ($ ---10%---), as liquidated damages for such failure and neglect.

WITNESS our hands this 5th day of March, 2013.

(SIGNATURE PAGE FOLLOWS)

Proposal Surety Bond (cont.)

PRINCIPAL	CORPORATE SURETY
Name: Excel Landscape, Inc.	Name: The Ohio Casualty Insurance Company
Address: 710 Rimpau Ave., Ste. #108	Address: 790 The City Drive South, Suite 200
Corona, CA 92879	Orange, CA 92868
Tel. No.: 951.735.9650	Tel. No.: 714.634.3311
By:	By: Attorney-in-Fact Shannon Lopez

SIGNING INSTRUCTIONS

- **The Bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.**
- **The Bond shall include attached Notary Certificates for the Attorney-in-Fact and the Principal.**
- **The Bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).**
- **The Bond shall include the address at which the Principal and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).**

If any of the above items are omitted, the proposal will be considered non-responsive and will be rejected.

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On March 5, 2013 before me S. Lynn Ewer, Notary Public,

personally appeared Shannon Lopez,

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

S. LYNN EWER
Commission # 1983601
Notary Public - California
San Bernardino County
My Comm. Expires Jul 26, 2016

Signature _____ (Seal)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5901458

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Martin M Davis, Peter M Davis, George A DeCristo, Gale Delo, Shannon Lopez, Kenzie K Thompson

all of the city of Redlands, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of December, 2012.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 19th day of December, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of March, 2013.

By: David M. Carey
David M. Carey, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

LMS_12873_092012

Item No. A.12

MV00208398

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Riverside

On March 11, 2013 (Date) before me, Sarai Torreblanca, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Jose Alfaro (Name(s) of Signer(s))

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

SARAI TORREBLANCA
Commission # 1895089
Notary Public - California
Riverside County
My Comm. Expires Jul 29, 2014

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

WITNESS my hand and official seal.

Signature (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Proposal Surety Bond

Document Date: 3/11/13 Number of Pages: 2

Signer(s) Other Than Named Above: Shannon Lopez

Capacity(ies) Claimed by Signer(s)

Signer's Name:
☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:
☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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V. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF)§

(NAME) Jose Alfaro, affiant being first duly sworn, deposes and says:

That he or she is President of
(sole owner, partner or other proper title)

Excel Landscape Inc. the party making the
(Contractor)
foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: Excel Landscape Inc.

Bidder's Address: 710 Rimpau Ave. Ste. 108, Corona CA 92879

Telephone No.: (951) 735-9650

Jose Alfaro
(Signature of Bidder)

President
(Title)

ALL SIGNATURES MUST BE NOTARIZED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Riverside

On March 11, 2013 (Date) before me, Sarai Torreblanca, Notary Public (Here Insert Name and Title of the Officer),
personally appeared Jose Alfaro (Name(s) of Signer(s))

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

SARAI TORREBLANCA
Commission # 1895089
Notary Public - California
Riverside County
My Comm. Expires Jul 29, 2014

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

WITNESS my hand and official seal.

Signature [signature] (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Non Collusion Affidavit

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: —

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☑ Corporate Officer — Title(s): President
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: PI

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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EXHIBIT F: PREVAILING WAGE DETERMINATION

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

DETERMINATION: SC-LML-2008-1
ISSUE DATE: February 22, 2008
EXPIRATION DATE OF DETERMINATION: December 31, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

		Employer Payments					Straight-Time		Overtime
LOCALITY:	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2X
Imperial	$8.00	-	-	[a] 0.115	0.17	-	8	[b] 8.285	[b] 12.285
Inyo, Mono and San Bernardino	8.00	-	-	0.38	0.17	-	8	8.47	12.47
Kern	8.00	-	-	[c] 0.16	0.17	-	8	[d] 8.33	[d] 12.33
	10.00	-	-	[e] 0.27	0.46	-	8	[b] 10.73	[b] 15.73
Los Angeles	8.00	0.89	-	[a] 0.115	0.14	-	8	[a] 9.145	[a] 13.145
Orange	8.00	-	-	[f] 0.11	0.11	-	8	[d] 8.22	[d] 12.22
Riverside	8.00	-	-	[g] 0.28	0.16	-	8	[d] 8.36	[d] 12.36
San Diego	8.00	-	-	0.22	0.115	-	8	8.335	12.335
	8.00	-	-	0.24	0.12	-	8	8.36	12.36
San Luis Obispo	8.00	-	-	[h] 0.15	0.15	-	8	8.30	12.30
	8.00	-	-	[i] 0.16	0.16	-	8	8.32	12.32
Santa Barbara	8.00	-	-	[b] 0.12	0.12	-	8	[d] 8.24	[d] 12.24
	8.00	-	-	[j] 0.13	0.13	-	8	[d] 8.26	[d] 12.26
Ventura	8.00	-	-	0.115	0.16	-	8	8.275	12.275
	8.00	2.97	-	[k] 0.19	0.26	-	8	[d] 11.42	[d] 15.42

Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

[a] $0.22 after 3 years of service.
[b] Compensation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
[c] $0.31 after 2 years of service.
[d] $0.54 after 2 years of service: $0.81 after 3 years of service.
[e] $0.24 after 3 years of service: $0.37 after 7 years of service.
[f] $0.22 after 4 years of service.
[g] $0.40 after 3 years of service.
[h] $0.23 after 2 years of service.
[i] $0.27 after 2 years of service.
[j] $0.38 after 3 years of service.
[k] $0.29 after 2 years of service.
[l] $0.31 after 2 years of service.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Travel and subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

18C

EXHIBIT G: MONTHLY LANDSCAPE SERVICES REPORT FORM

MONTHLY LANDSCAPE SERVICES REPORT
CITY OF MORENO VALLEY

PROJECT NO._____ MONTH OF _____, 20___

MAINTENANCE • DATE(S) • AREA • SERVICE TYPE: MOW/EDGE TRIM/PRUNE-WEED LITTER-IRRIGATION ETC.	FERTILIZER • DATE(S) • AREA • PRODUCT/ANALYSIS • AMOUNT/AREA • CROP	PESTICIDES • DATE(S) • PRODUCT USED • AMOUNT USED • AREA • TARGET PEST	COMPLAINTS • DATE(S) RECEIVED • AREA/LOCATION • COMPLAINT/ACTION • DATE CORRECTED • CORRECTIVE ACTION	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MV CITY NOTIFIED • DATE MV CITY NOTIFIED • DATE CORRECTED • CORRECTIVE ACTION
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

WEEKLY IRRIGATION REPORT FORM

WEEKLY IRRIGATION REPORT
CITY OF MORENO VALLEY

CONTROLLER NO. _____ FOR MONTH OF _____, 20___

STATION NO. _____ PROJECT NO._____

	DATE(S) CHECKED	PROBLEM(S) IDENTIFIED	CORRECTIVE ACTIONS • DATE CORRECTED • CORRECTIVE ACTION DETAILS	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MV CITY NOTIFIED • DATE MVCITY NOTIFIED • DATE CORRECTED
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

EXHIBIT H: GREENWASTE REPORT FORM

MORENO VALLEY COMMUNITY SERVICES DISTRICT
-MONTHLY GREENWASTE REPORT-
FOR

MONTH:_____ YEAR:_____

1. Source of greenwaste (Project No./Location):_____

_____

2. Amount of greenwaste generated from above source (by weight): _____LBS. –or- TONS.

3. Name, address, and phone number of recycle accepting greenwaste:
   - Company Name:_____
   - Address: _____

     _____
   - Phone Number: (_____)_____

4. Amount of greenwaste-source products (mulch, compost, top dressing, and soil amendments, etc.) furnished to Project (by weight):

   _____ LBS. -or- TONS.

5. Name, address, and phone number of recycle supplying greenwaste-source products to Project (if different from No. 3 above):

   _____

   _____

   _____

6. Number of times turf mowed this month:_____

7. Number of times turf mowed without clippings caught:_____

CONTRACTOR:_____

ADDRESS:_____

PHONE:_(_____)_____

February 26, 2013

ADDENDUM NO. 1

CITY OF MORENO VALLEY
LANDSCAPING AND IRRIGATION MAINTENANCE
OF
THE WATER QUALITY CONTROL BASINS
RFP NO. 12/13-09
PROJECT NO. WQB-12/13

The changes, omissions, and/or additions to the contract documents as noted on the attached shall apply to proposals made for and to the execution of the various parts of the work affected thereby; all other conditions shall remain the same.

Careful note of the Addendum shall be taken by all parties of interest so that the proper allowances may be made in strict accordance with Addendum No. 1 and all trades shall be fully advised in the performance of the work, which will be required of them.

In case of conflict between the contract documents and this Addendum, Addendum No. 1, this addendum shall govern.

CONTRACT DOCUMENT CHANGES – ADDENDUM 1

- Exhibit A, Section 21. PROJECT LOCATION LIST – Page 60. A set of site maps is included herein the following pages of this Addendum, Addendum No. 1, to provide additional identification of the project locations as listed in Exhibit A, Section 21. PROJECT LOCATION LIST. These locations are the Water Quality Basin locations as identified on the site map as shown in the RFP, Exhibit A, Section 20 PROJECT LOCATION MAP, Page 61.

  Each map includes the Map ID and Tract No. of the site as listed in Exhibit A, Section 21, Project Location List. <u>It is strongly recommended that Proposers interested in submitting a proposal use this information as a guide for determining locations and that a field examination of the physical sites be conducted by Proposers.</u>

- Exhibit E, Schedule II – Bid Schedule, Letter A. Service Schedule Roster – Page 85. The following revisions have been made to the original RFP document, which include the following:

  - Tract (Site) 33347 should be identified as Tract (Site) 33437
  - Tract (Site) 331128 should be identified as Tract (Site) 31128
  - Tract (Site) 32018 should reflect 1 in the column "NUMBER OF BASINS" and the sq. footage has been adjusted
  - Tract (Site) 27523 – 1 &2 should be identified as Tract (Site) 27523-1
  - Tract (Site) 30320-1 & F should be identified as Tract (Site) 30320
  - Tract (Site) 22920 was added along with the estimated sq. footage of 18,242 sq. ft. of planter area, and in the Number of Basins column there are 2 basins for this site.
  - Site (Tracts) have been reorganized in the Service Schedule to match the Map ID locations in the RFP, Exhibit A, Section 21, Project Location List on page 60.
  - Elimination of the Level 3 service level designation.

  Attached is the revised page 85 with the aforementioned revisions to be included with your proposal submission.

I. SCHEDULE II

BID SCHEDULE

PROPOSER: _____
(Company Name)

A. SERVICE SCHEDULE

SITE (Tract)	ESTIMATED AREA (sq. footage)	NUMBER OF BASINS	COST PER MONTH	COST PER TWELVE MONTHS
31128	Planter: 35,024 sq. ft.	1	$	$
27523-1	Planter: 14,663sq. f.t	1	$	$
22079-1	Planter: 10,240 sq. ft.	1	$	$
22709	Planter: 88,913 sq. ft.	1	$	$
30318	Planter: 26,800 sq. ft.	2	$	$
30321	Planter: 28,124 sq. ft.	2	$	$
30319	Planter: 12,740 sq. ft.	2	$	$
30320	Planter: 28,579 sq. ft.	4	$	$
31128	Planter: 7,176 sq. ft.	1	$	$
31212/31327	Planter: 39,613 sq. ft.	1	$	$
32834	Planter: 22,983 sq. ft.	1	$	$
31269-1	Planter: 22,346 sq. ft.	1	$	$
29920	Planter: 18,242 sq. ft.	2	$	$
33437	Planter: 8,093 sq. ft.	1	$	$
32018	Planter: 14,554 sq. ft.	1	$	$
31424/31269	Planter: 7,557 sq. ft.	1	$	$
32834	Planter: 28,032 sq. ft.	1	$	$
33256	Planter: 7,550 sq. ft.	1	$	$
Service Schedule Roster Sub-Total			$	$
Cost per sq. ft., per occurrence			$	$
Service Schedule Cumulative Total			$	$

Map ID 1 - Tract 31128

Attachment 4

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

DISCLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.

N

0 250 500 1000ft

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MORENO VALLEY

Map ID 2 - Tract 27523-1

Attachment 4

y of Moreno Valley
177 Frederick Street
reno Valley, CA 92553

LAIMER: The information shown on this map was compiled from the Riverside
ty GIS and the City of Moreno Valley GIS. The land base and facility information on this
is for display purposes only and should not be relied upon without independent verification
its accuracy. Riverside County and City of Moreno Valley will not be held responsible
ny claims, losses, or damages resulting from the use of this map.

N

0 80 160 320ft

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Printed: 2/19/2013 5:01:19 PM

MORENO VALLEY

Item No. A.12

MV00208410

Map ID 3 - Tract 22709-1

Attachment 4

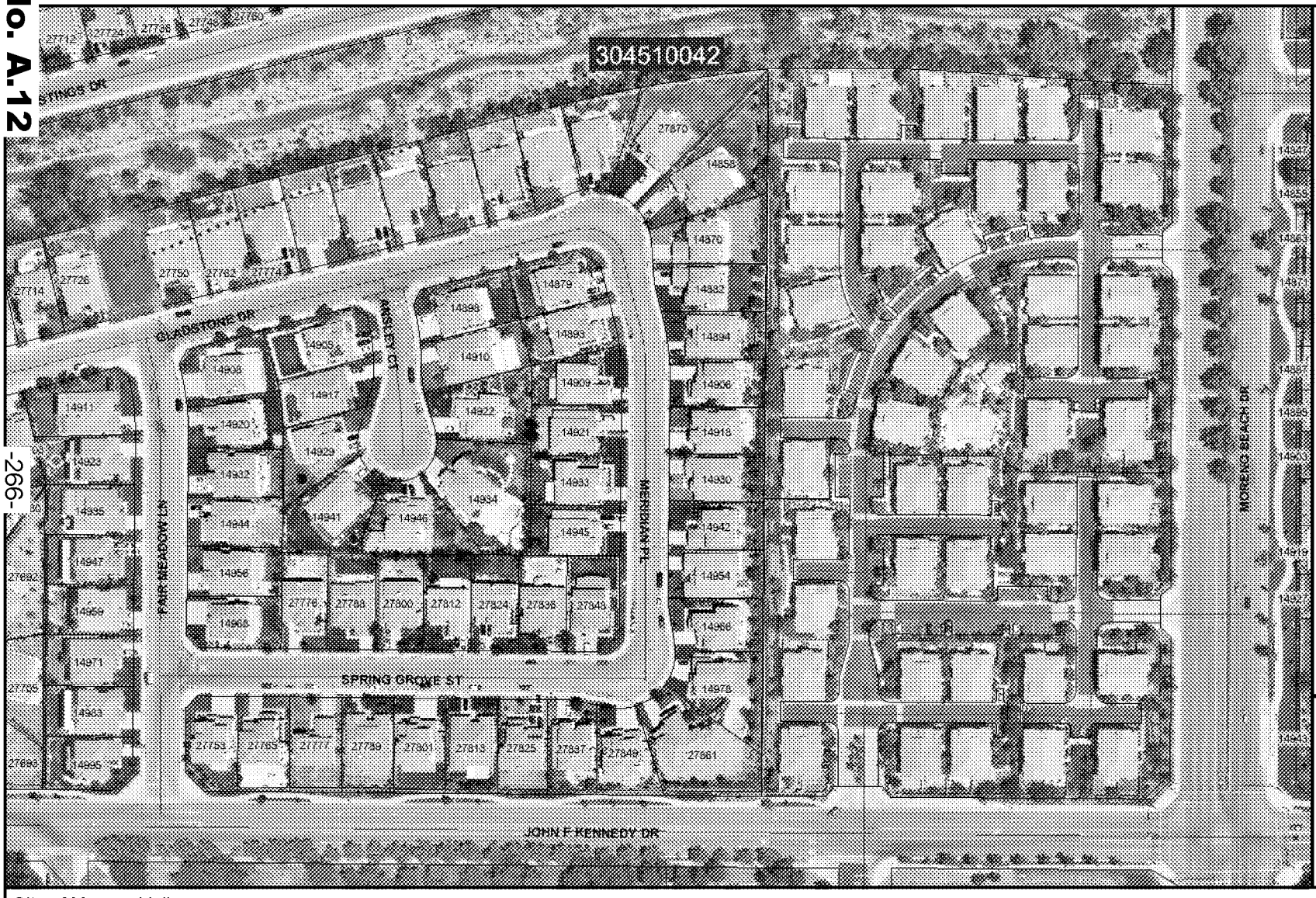

Legend

- Selected Features
- Highways
- Parcels
- Roads
- March Installation Area
- Sphere of influence
- Ortho Photography

City Boundaries

- Calimesa
- Moreno Valley
- Perris
- Riverside

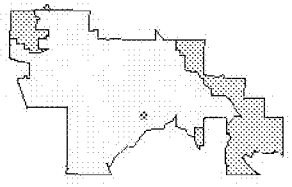

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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MORENO VALLEY

Map ID 4 - Tract 22709

Attachment 4

y of Moreno Valley
177 Frederick Street
reno Valley, CA 92553

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MORENO VALLEY

Item No. A.12

MV00208412

Map ID 8 - Tract 30318

Attachment 4

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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MORENO VALLEY

Map ID 9 - Tract 30318

Attachment 4

Legend

- Selected Features
- Highways
- Parcels
- Roads
- March Installation Area
- Waterbodies
- Sphere of Influence
- Ortho Photography

City Boundaries

- Calimesa
- Moreno Valley
- Perris
- Riverside

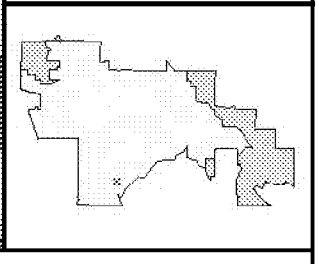

y of Moreno Valley
177 Frederick Street
reno Valley, CA 92553

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MORENO VALLEY

Map ID 12 - Tract 30321

Attachment 4

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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MORENO VALLEY

Map ID 13 - Tract 30321

Attachment 4

y of Moreno Valley
177 Frederick Street
reno Valley, CA 92553

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MORENO VALLEY

Map ID 14 - Tract 30319

Attachment 4

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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MORENO VALLEY

Map ID 15 - Tract 30319

Attachment 4

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177 Frederick Street
reno Valley, CA 92553

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MORENO VALLEY

-273-

Item No. A.12

MV00208418

Map ID 16 - Tract 30320

Attachment 4

Legend

- Selected Features
- Highways
- Parcels
- Roads
- March Installation Area
- Waterbodies
- Sphere of Influence
- Ortho Photography

City Boundaries

- Calimesa
- Moreno Valley
- Perris
- Riverside

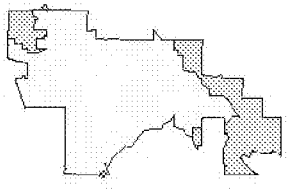

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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MORENO VALLEY

Map ID 17 - Tract 30320

Attachment 4

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177 Frederick Street
reno Valley, CA 92553

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MORENO VALLEY

Map ID 18 - Tract 30320

Attachment 4

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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MORENO VALLEY

Map ID 19 - Tract 30320

Attachment 4

Legend

- Selected Features
- Highways
- Parcels
- Roads
- March Installation Area
- Waterbodies
- Sphere of Influence
- Ortho Photography

City Boundaries

- Calimesa
- Moreno Valley
- Perris
- Riverside

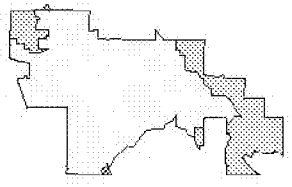

y of Moreno Valley
177 Frederick Street
reno Valley, CA 92553

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MORENO VALLEY

Item No. A.12

MV00208422

Map ID 20 - Tract 31128

Attachment 4

City of Moreno Valley
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MORENO VALLEY

Map ID 21 - Tract 31212 / 31327

Attachment 4

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177 Frederick Street
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MORENO VALLEY

Item No. A.12

MV00208424

Map ID 22 - Tract 32834

Attachment 4

City of Moreno Valley
14177 Frederick Street
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MORENO VALLEY

Map ID 23 - Tract 31269-1

Attachment 4

y of Moreno Valley
177 Frederick Street
reno Valley, CA 92553

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MORENO VALLEY

Map ID 24 - Tract 29920-1

Attachment 4

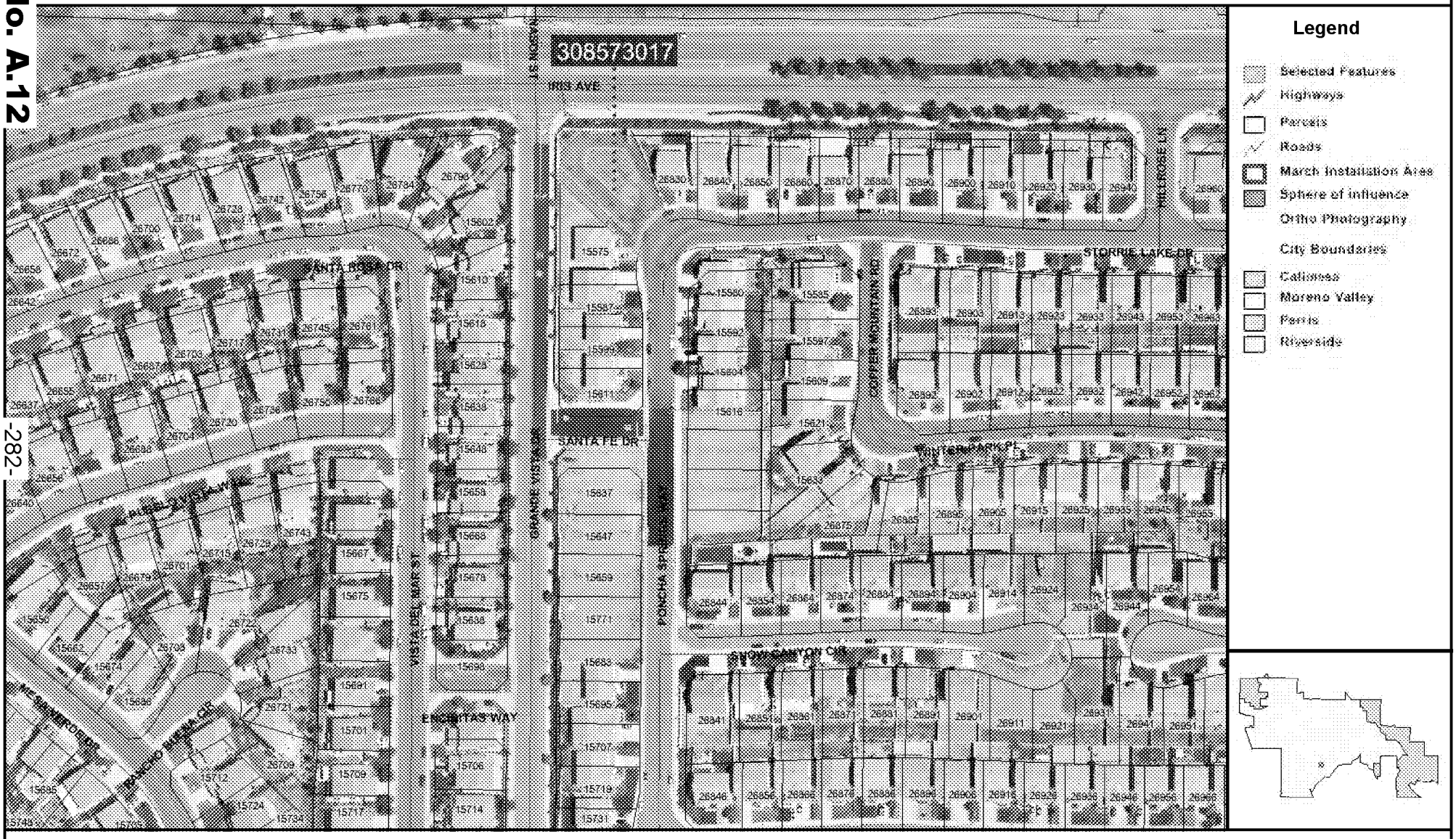

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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MORENO VALLEY

MV00208427

Map ID 25 - Tract 29920

Attachment 4

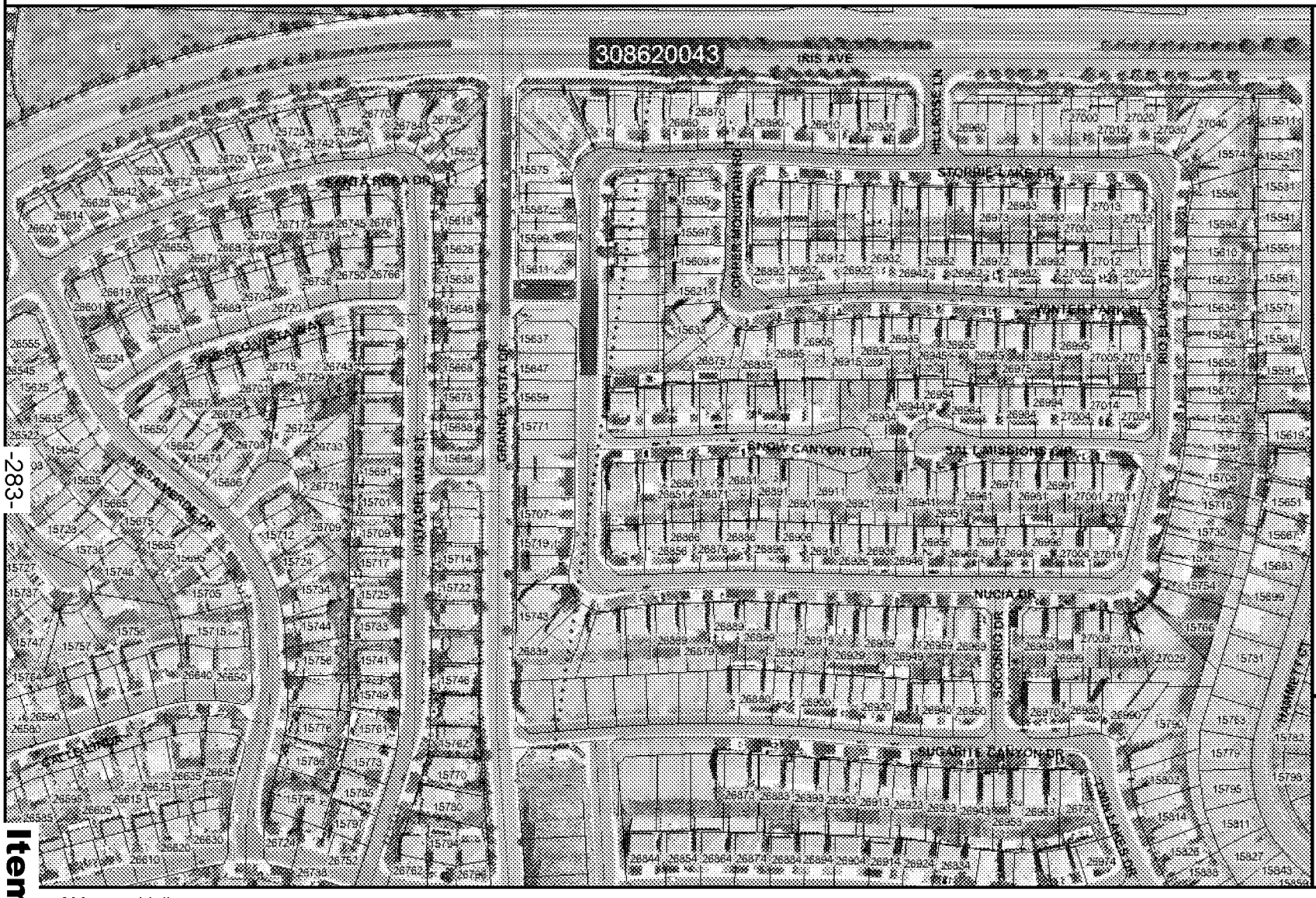

Legend

- Selected Features
- Highways
- Parcels
- Roads
- March Installation Area
- Sphere of influence
- Ortho Photography

City Boundaries

- Calimesa
- Moreno Valley
- Perris
- Riverside

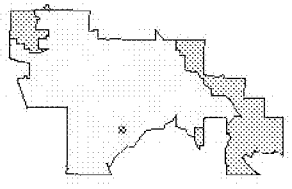

y of Moreno Valley
177 Frederick Street
reno Valley, CA 92553

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MORENO VALLEY

-283-

Item No. A.12

MV00208428

Map ID 26 - Tract 33437

Attachment 4

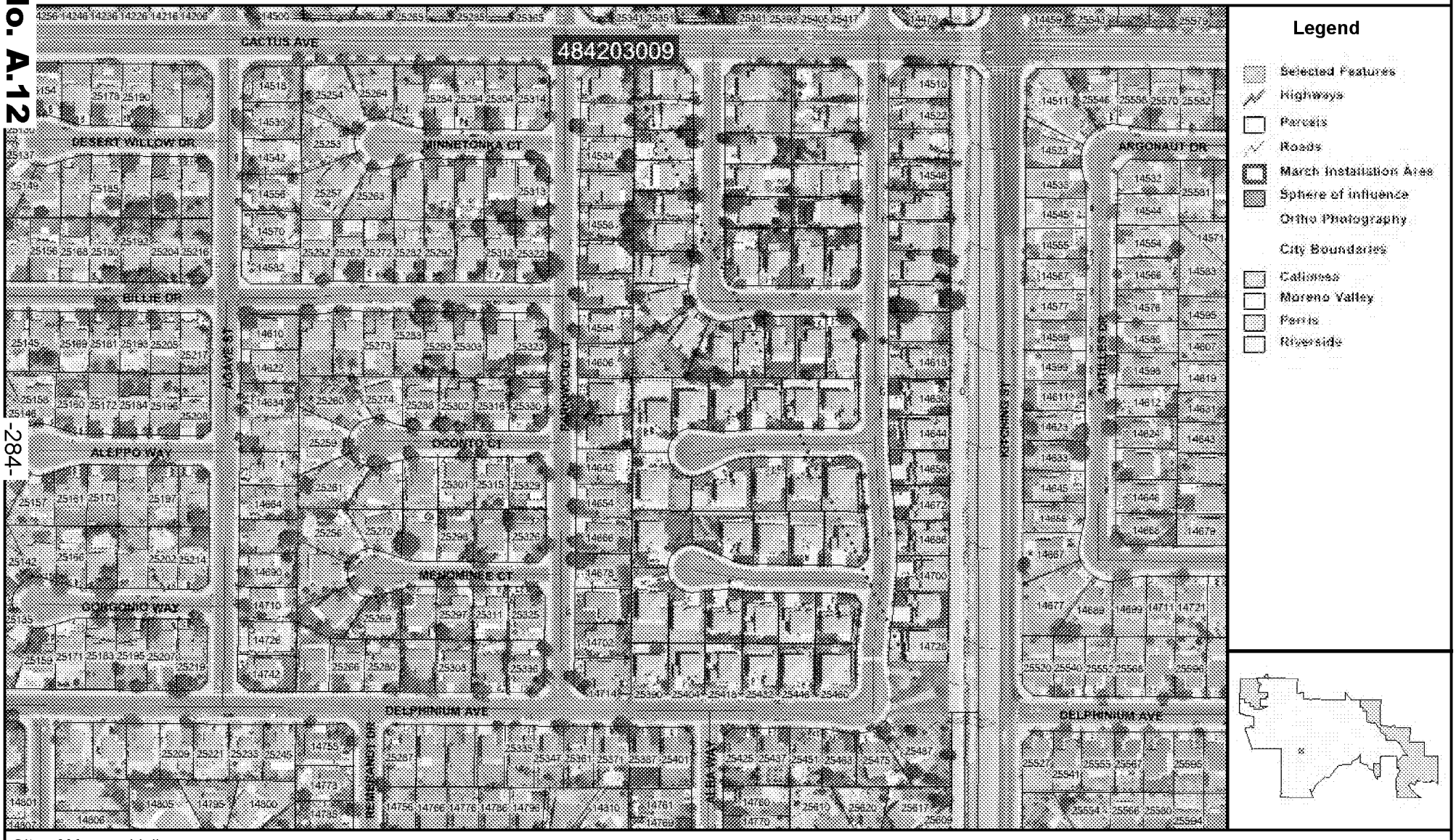

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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MORENO VALLEY

Map ID 27 - Tract 32018

Attachment 4

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177 Frederick Street
reno Valley, CA 92553

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MORENO VALLEY

Item No. A.12

MV00208430

Map ID 29 - Tract 31424/31269

Attachment 4

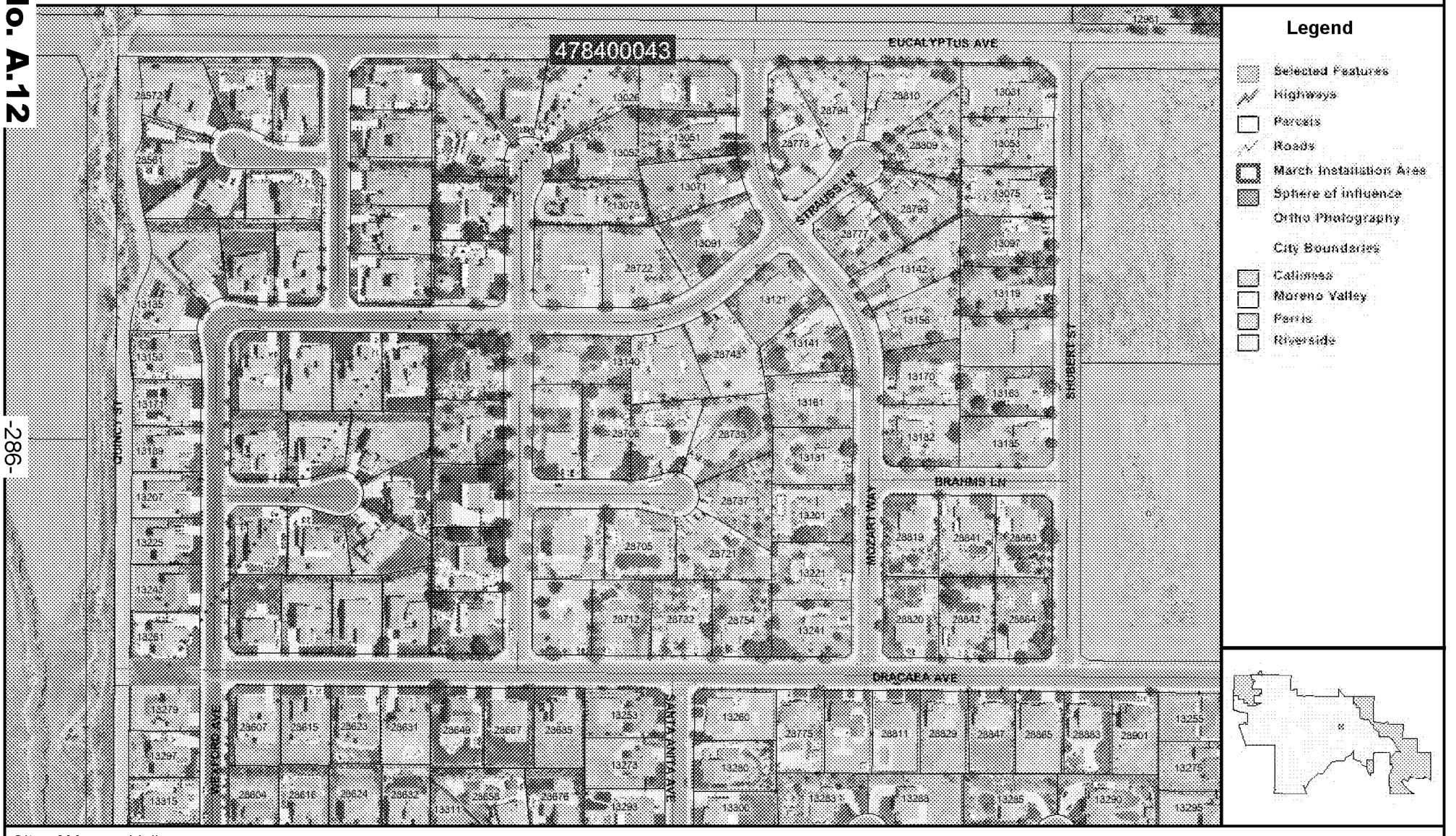

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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MORENO VALLEY

Map ID 30 - Tract 32834

Attachment 4

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177 Frederick Street
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MORENO VALLEY

Map ID 32 - Tract 33256

Attachment 4

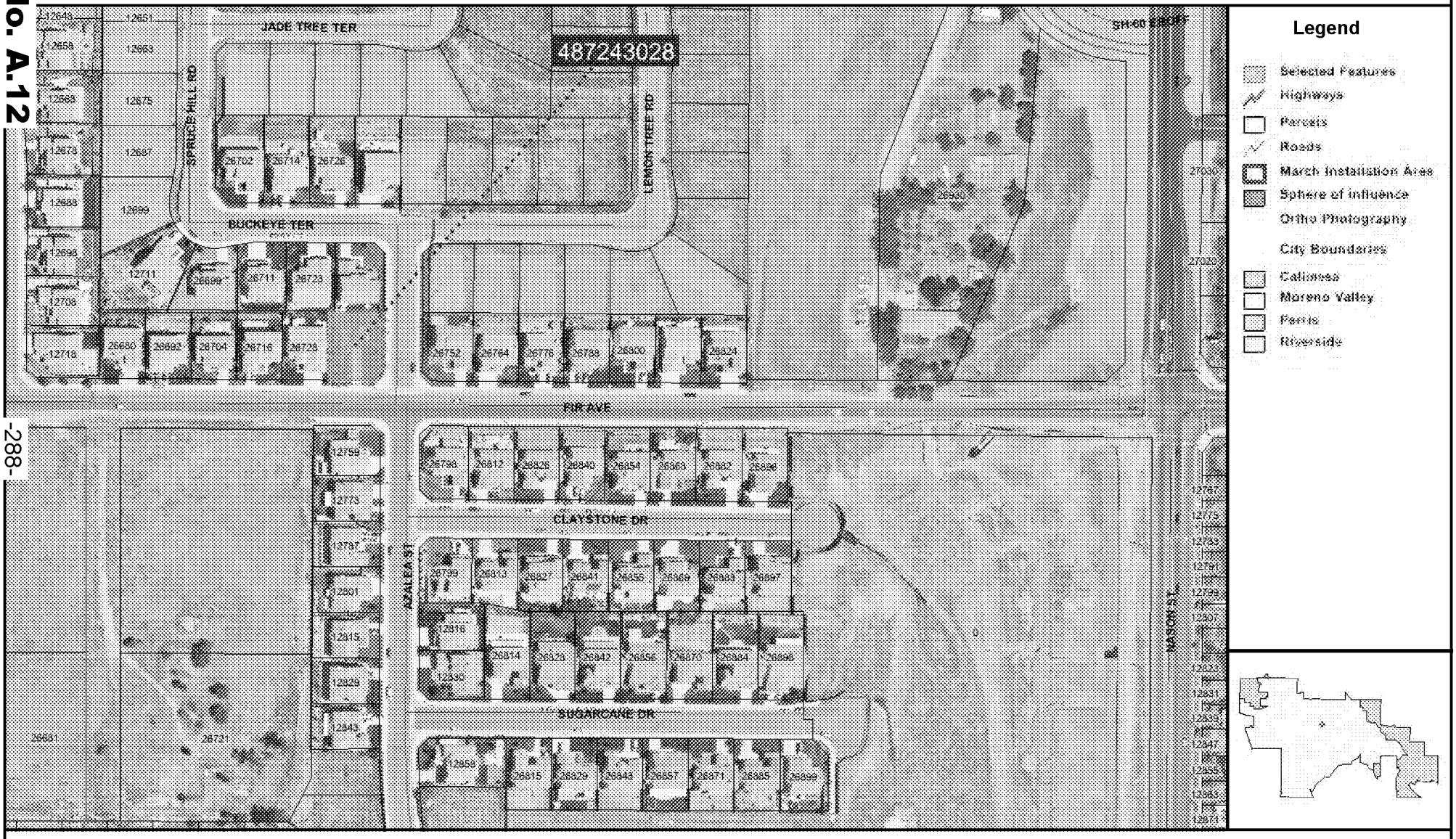

City of Moreno Valley
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MORENO VALLEY

February 26, 2013

ADDENDUM NO. 2

CITY OF MORENO VALLEY
LANDSCAPING AND IRRIGATION MAINTENANCE
OF
THE WATER QUALITY CONTROL BASINS
RFP NO. 12/13-09
PROJECT NO. WQB-12/13

The changes, omissions, and/or additions to the contract documents as noted on the attached shall apply to proposals made for and to the execution of the various parts of the work affected thereby; all other conditions shall remain the same.

Careful note of the Addendum shall be taken by all parties of interest so that the proper allowances may be made in strict accordance with Addendum No. 2 and all trades shall be fully advised in the performance of the work, which will be required of them.

In case of conflict between the contract documents and this Addendum, Addendum No. 2, this addendum shall govern.

CONTRACT DOCUMENT CHANGES – ADDENDUM 2

- Exhibit C, Payment Terms, Section 1, A. of the Contractor's Compensation shall read as follows:

  A. The Contractor will be paid monthly per site based upon successful performance of the maintenance services provided in compliance with the terms and provisions of this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports for the: 1) Maintenance performed - Monthly Landscape Service Report, 2) Greenwaste, Report, 3) Weekly Irrigation Reports, 4) Log of any complaints received, 5) Hazards noted, and 6) Chemicals used in the prior month, and 7) A detailed invoice for services in accordance with the Contract price for the work performed, which shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved.

- Exhibit D, Term of Contract, Section 1, A. should read as follows:

  A. Following approval by both parties, the Contract will commence on July 1, 2013, and shall terminate June 30, 2014, (12) months thereafter.

March 7, 2013

ADDENDUM NO. 3

CITY OF MORENO VALLEY
LANDSCAPING AND IRRIGATION MAINTENANCE
OF
THE WATER QUALITY CONTROL BASINS
RFP NO. 12/13-09
PROJECT NO. WQB-12/13

The changes, omissions, and/or additions to the contract documents as noted on the attached shall apply to proposals made for and to the execution of the various parts of the work affected thereby; all other conditions shall remain the same.

Careful note of the Addendum shall be taken by all parties of interest so that the proper allowances may be made in strict accordance with Addendum No. 3 and all trades shall be fully advised in the performance of the work, which will be required of them.

In case of conflict between the contract documents and this Addendum, Addendum No. 3, this addendum shall govern.

CONTRACT DOCUMENT CHANGES – ADDENDUM 3

- Change to Addendum No. 1, Map ID 19 – Tract 30320

  Map ID 19 – Tract 30320 should references Assessor Parcel No. (APN) 312334006, which is a Water Quality Basin and Not APN 312333006, which is a single family residential unit. (Attached is a copy of the revised map to be referenced in locating Water Quality Basin sites).

  Please note the location maps as provided in Addendum No. 1 and this Addendum No. 3 are for general reference of the Water Quality Basin site locations. <u>It is strongly recommended that Proposers interested in submitting a proposal use this information as a guide for determining locations and that a field examination of the physical sites be conducted by Proposers.</u>

Map ID 19 - Tract 30320

Legend

- Selected Features
- Street Lights
- HOA
- Edison
- MV Utility
- Highways
- Parcels
- Roads
- March Installation Area
- Waterbodies
- Sphere of Influence
- Ortho Photography

City Boundaries

- Calimesa
- Moreno Valley
- Perris
- Riverside

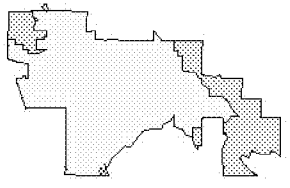

y of Moreno Valley
177 Frederick Street
reno Valley, CA 92553

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MORENO VALLEY

Item No. A.12

MV00208438

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MV00208439

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer and John C. Terell, Interim Community & Economic Development Director

AGENDA DATE: June 25, 2013

TITLE: P10-085 – ACCEPT THE AGREEMENT AND SECURITY FOR PUBLIC IMPROVEMENTS

RECOMMENDED ACTION

Recommendations:

1. Accept the Agreement and Irrevocable Letters of Credit for Public Improvements for P10-085.
2. Authorize the Mayor to execute the agreement.
3. Direct the City Clerk to forward the signed agreement to the County Recorder's office for recordation.
4. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

BACKGROUND

On March 24, 2011, the Community and Economic Development Department approved the conditions of approval for project P10-085. The project is located on west side of Pigeon Pass Road at Cougar Canyon Drive. The Amended Conditional Use Permit is a proposal to add a parking lot to the west of the existing parking lot to an existing church. The Conditions of Approval for this project require that the developer provide surety for the required public improvements.

DISCUSSION

The developer of this project has completed an Agreement for Public Improvements. The developer agrees to perform and complete all of the required street improvements within twenty-four (24) months of the date the agreement is executed. The street improvements include, but are not limited to: asphalt concrete, curb, gutter, cross gutter, sidewalk, spandrel, driveway approaches, access ramp and traffic signal modifications. The City Engineer may execute any future amendments to the agreement, subject to City Attorney approval, if the required street improvements are not completed within said timeframe.

Accompanying the agreement is an Irrevocable Letter of Credit as Faithful Performance security in the amount of $133,000 and an Irrevocable Letter of Credit as Labor and Material security in the amount of $66,500 issued by Citizens Business Bank.

FISCAL IMPACT

No fiscal impact is anticipated.

NOTIFICATION

Publication of agenda.

ATTACHMENTS

Attachment 1 - Vicinity Map
Attachment 2 – Agreement for Public Improvements
Attachment 3 – Irrevocable Letter of Credit for Faithful Performance
Attachment 4 – Irrevocable Letter of Credit for Material and Labor

Prepared By
Liz Plazola
Senior Administrative Assist.

Department Head Approval
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E
Engineering Division Manager

Department Head Approval
John C. Terell
Interim Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00208443

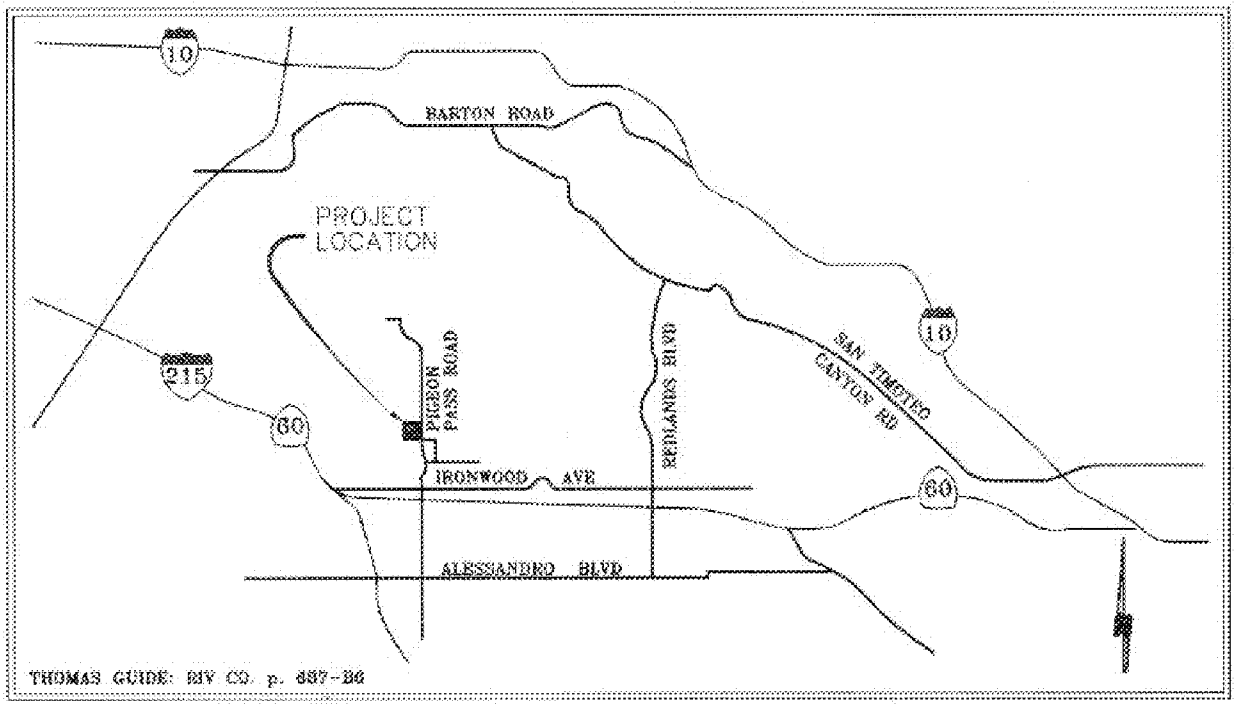

CITY OF MORENO VALLEY **COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT - LAND DEVELOPMENT** **ATTACHMENT 1**	**P10-085**

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MV00208445

AGREEMENT FOR PUBLIC IMPROVEMENTS
FOR
PROJECT NO. P10-085

This Agreement, made and entered into by and between the City of Moreno Valley , State of California , hereinafter called City, and **Roman Catholic Bishop of San Bernardino, a Corporation Sole**, herein after called Developer, on the date the City signs this agreement.

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **P10-085** agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **TWENTY-FOUR (24)** months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code.

Security to guarantee the performance of this agreement shall be in the following amounts:

Faithful Performance security shall be in the sum of **ONE HUNDRED THIRTY-THREE THOUSAND AND NO/100** Dollars (*****$133,000.00*****). The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto.

Labor and Material security shall be in the sum of **SIXTY SIX THOUSAND FIVE HUNDRED AND NO/100** Dollars (*****$66,500.00*****). The estimated cost securing payment of labor and materials is fifty (50) percent of the total cost estimate of the improvements.

Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Upon entering the warranty period, the City shall retain ten percent of the original faithful performance security. Developer reserves the right to substitute the form of security, in accordance with the Moreno Valley Municipal Code, at any time during the term of this agreement, subject to approval of the City Engineer and City Attorney.

SECOND: Developer agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every said letter of credit or letters of credit with good and sufficient sureties or increase the amounts of said securities, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he

shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Developer of the insufficiency of said securities. Developer reserves the right to substitute the form of security in accordance with the City's Municipal Code at anytime during the term of this agreement, subject to approval by the City Engineer and City Attorney.

THIRD: Developer agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Developer further agrees that, if suit is brought upon this Agreement or any security guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

FOURTH: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, his agents or employees, in the performance of the work, and all of said liabilities are assumed by Developer. Developer agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Developer, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

FIFTH: The Developer hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed the work within the time specified or any extension thereof granted by the City.

SIXTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. The Developer's obligation under this provision shall be secured by the letters of credit securing performance of this Agreement.

SEVENTH: The Developer, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

EIGHTH: If the Developer, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Developer because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the letters of credit securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time **may** be granted by the City from time to time, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said letters of credit, Developer further agrees to maintain the aforesaid letters of credit in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City:
City Engineer
P.O. Box 88005
14177 Frederick
Moreno Valley, CA 92552-0805

Developer:
Roman Catholic Bishop of San Bernardino, a Corporation Sole
1201 E. Highland Ave.
San Bernardino, CA 92404

IN WITNESS WHEREOF Developer has affixed his name, address and seal.

Date approved by the City: _____

Roman Catholic Bishop of San Bernardino, a Corporation Sole:
Developer

BY: _____
Signature

Very Rev. Msgr. Gerard M. Lopez
Print/Type Name

Vicar General
Title

BY: _____
Signature

_____
Print/Type Name

_____
Title

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

By: _____
City Clerk

(SEAL)

CITY OF MORENO VALLEY

By: _____
Mayor

APPROVED AS TO FORM:
CITY ATTORNEY

Date: _____

By: _____
City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED IN QUADRUPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; PINK - DEVELOPER; GREEN - SURETY; BLUE - PROJECT FILE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

****

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

On *May 22, 2013*, before me, *Yolanda Lear*, Notary Public, personally appeared *Gerard M. Lopez*, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted executed the instrument.

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

WITNESS my hand and official seal.

Signature: Yolanda Lear

YOLANDA LEAR
Commission # 2010339
Notary Public - California
San Bernardino County
My Comm. Expires May 8, 2017

(This area for Official Notary Seal)

********** OPTIONAL **********

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: CITY AGREEMENT

Document Date: 5/22/13 Number of Pages: TEN

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner -- ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

☐ Signer is Representing: _____

Right Thumbprint

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner -- ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

☐ Signer is Representing: _____

Right Thumbprint

MV00208449

VBG
5/9/13

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: P10-085 — 0 — St. Patrick's Church

PUBLIC PAVEMENT SECTIONS

DATE: 03/09/12
PREPARED BY: Vince Giron

TYPE			QUANTITY	UNIT	UNIT PRICE	TOTAL
Street Work - Non DIF Non TUMF						
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 1	0.75	Thickness (ft.)				
	228	S.F.	12	Ton	33.00	396
A.C. - Street 1	0.45	Thickness (ft.)				
	228	S.F.	7	Ton	80.00	560
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Street Work - DIF						
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Street Work - TUMF						
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
					SUBTOTAL:	956

Item No. A.13

MV00208450

VBG
5/9/13

EXHIBIT "A"
ENGINEER'S ESTIMATE

DATE: 03/09/12
PREPARED BY: Vince Giron

PROJECT: P10-085
0 PUBLIC STREET WORK
St. Patrick's Church

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Offsite Street Work				
Pavement				
Grind & Pave 0.15'	0	S.F.	3.25	0
A.C. Cap/Overlay	0	Ton	80.00	0
Slurry Seal (Based on $150/Ton Type II)	0	S.Y.	2.25	0
Paving Fabric	0	S.Y.	1.20	0
Sawcut	118	L.F.	3.00	354
Utility Trench	0	L.F.	17.00	0
Trench Repaving	0	S.F.	12.00	0
Redwood Header	0	L.F.	6.00	0
A.C. Berm - 6"	0	L.F.	10.00	0
A.C. Berm - 8"	0	L.F.	15.00	0
Adjust M.H. to Grade	0	EA.	800.00	0
Adjust Water Valve to Grade	0	EA.	400.00	0
Remove & Dispose Existing Pavement & Base	228	SF	3.00	684
Remove Existing Curb & Gutter	114	L.F.	12.00	1,368
Concrete				
P.C.C. Paving - 6"	0	S.F.	6.50	0
P.C.C. Paving - 8"	0	S.F.	10.50	0
Curb and Gutter - 6"	0	L.F.	25.00	0
Curb and Gutter - 8"	0	L.F.	30.00	0
Curb and Gutter - 8" (DIF Street Name)	0	L.F.	30.00	0
Curb and Gutter - 8" (TUMF Street Name)	0	L.F.	30.00	0
Curb Only - 6"	0	L.F.	20.00	0
Curb Only - 8"	0	L.F.	25.00	0
Curb Only - 8" (DIF Street Name)	0	L.F.	25.00	0
Curb Only - 8" (TUMF Street Name)	0	L.F.	25.00	0
A.C. Curb 6"	0	L.F.	12.00	0
A.C. Curb 8"	0	L.F.	15.00	0
Cross Gutter and Spandrel	1316	S.F.	10.25	13,489
Remove Existing Sidewalk	1000	S.F.	3.00	3,000
Sidewalk (DIF Street Name - Pigeon Pass Rd)	1094	S.F.	7.00	7,658
Sidewalk (TUMF Street Name)	0	S.F.	7.00	0
Median Stamped Concrete	0	S.F.	14.00	0
Driveway Approach - 6"	0	S.F.	6.50	0
Driveway Approach - 8"	0	S.F.	10.50	0
Wheelchair Ramp	2	EA.	2,600.00	5,200
Alley Approach - 8"	0	S.F.	10.25	0
1/2 Alley Apron	0	S.F.	10.25	0
Barricade	0	L.F.	100.00	0
Bus Bay	0	EA.	15,000.00	0
Miscellaneous				
Relocate Power Poles	0	EA.	30,000.00	0
Relocate Power Poles (DIF Street Name)	0	EA.	30,000.00	0
Erosion Control	0	AC	5,000.00	0
Walls - Masonry: 6' Maximum	0	L.F.	100.00	0
Walls - Retaining: 6' Maximum	0	L.F.	150.00	0
Reinforced P.C.C. Retaining Walls	0	C.Y.	780.00	0
				0
			SUBTOTAL	31,753
Traffic Improvements (Plan Checked by Trans. Eng'rg.staff/inspected by LDD staff)				
Traffic Striping/raised pavement markers	0	L.S.	–	0
Traffic Striping (DIF Street - Pigeon Pass Rd)	1	L.S.	5000	5,000
Street Name Sign	1	EA.	500.00	500
Stop Sign	0	EA.	200.00	0
Signs and Posts	0	EA.	200.00	0
Signs and Posts (DIF Street -Perris Blvd)	0	EA.	200.00	0
Street Sweeping Sign	0	EA.	200.00	0
Warning Markers - Type L, Type N	0	EA.	100.00	0
Traffic Control	0	L.S.	10000	0
Traffic Control (DIF Street Name - Pigeon Pass Rd)	1	L.S.	2500	2,500
Traffic Signal PB-Adjust to Grade	0	EA.	800.00	0
Metal Guard Rail	0	L.F.	90.00	0
			SUBTOTAL:	8,000
Bondable Street Work Only (not plan checked)				
Undergrounding of Utilities	0	L.F.	198.00	0
Cluster Mail Boxes	0	EA.	4,500.00	0
Relocate Mailbox	0	EA.	350.00	0
Relocate Cluster Mailbox	0	EA.	1,200.00	0
Monuments	0	EA.	300.00	0
Relocate Trees	0	EA.	2,500.00	0
			SUBTOTAL:	0

VBG
5/9/13

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: P10-085 0
St. Patrick's Church

DATE: 03/09/12
PREPARED BY: Vince Giron

PUBLIC STREET WORK (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Special Districts				
Landscaping - Medians	0	S.F.	6.00	0
Landscaping - Parkways	0	S.F.	6.00	0
Street Lights (9500 lumen)	0	EA.	608.00	0
Street Lights (22000 lumen)	0	EA.	668.00	0
			SPECIAL DISTRICTS SUBTOTAL:	0
Moreno Valley Utilities				
Electrical Utility Infrastructure	0	L.S.	0.00	0
			MVU SUBTOTAL:	0
Water Quality				
Landscaping	0	S.F.	6.00	0
Filtration Devices	0	EA	1000	0
Access Ramp PCC	0	S.F.	0	0
Low-Flow Pipe System	0	L.F.	0	0
Headwalls	0	EA	0	0
Outlets	0	EA	0	0
Risers	0	EA	0	0
Forebay PCC	0	S.F.	0	0
Toe of slope protection PCC	0	S.F.	20.00	0
			WQB SUBTOTAL:	0
Transportation Engineering				
Traffic Signal New (Interconnect, Controller, Software, Initial Coordination	0	EA.	272,000.00	0
Traffic Signal Modification	1	L.S.	70000	70,000
Traffic Signal Interconnect (Existing Signals Only)	0	L.F.	30.00	0
			TRANSPORTATION SUBTOTAL:	70,000

VBC
5/9/13

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: P10-085 0 St. Patrick's Church

PUBLIC STORM DRAIN SYSTEM

DATE: 03/09/12
PREPARED BY: Vince Giron

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipe				
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	0	L.F.	160.00	0
24" Reinforced Concrete Pipe (DIF Street Name)	0	L.F.	160.00	0
30" Reinforced Concrete Pipe	0	L.F.	180.00	0
36" Reinforced Concrete Pipe	0	L.F.	190.00	0
39" Reinforced Concrete Pipe	0	L.F.	200.00	0
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
66" Reinforced Concrete Pipe	0	L.F.	375.00	0
72" Reinforced Concrete Pipe	0	L.F.	414.00	0
78" Reinforced Concrete Pipe	0	L.F.	459.00	0
84" Reinforced Concrete Pipe	0	L.F.	505.00	0
90" Reinforced Concrete Pipe	0	L.F.	557.00	0
96" Reinforced Concrete Pipe	0	L.F.	613.00	0
102" Reinforced Concrete Pipe	0	L.F.	671.00	0
108" Reinforced Concrete Pipe	0	L.F.	724.00	0
114" Reinforced Concrete Pipe	0	L.F.	785.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
60" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
8' X 10' Reinforced Concrete Box	0	C.Y.	1200.00	0
8' X 12' Reinforced Concrete Box	0	C.Y.	1400.00	0
2 - 72" Reinforced Concrete Pipe	0	L.F.	840.00	0
3 - 4' X 2' Reinforced Concrete Pipe	0	L.F.	461.00	0
	0		0.00	0
Manholes				
Manhole No. 1	0	EA.	5000.00	0
Manhole No. 2	0	EA.	7200.00	0
Manhole No. 3	0	EA.	8500.00	0
Manhole No. 4	0	EA.	10000.00	0
	0		0.00	0
Catch Basins				
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	0	EA.	5500.00	0
Catch Basin (10')	0	EA.	6000.00	0
Catch Basin (14')	0	EA.	8000.00	0
Catch Basin (21')	0	EA.	12500.00	0
Local Depressions	0	EA.	535.00	0
Catch Basin (3.5') (DIF Street Name)	0	EA.	3100.00	0
Catch Basin (7') (DIF Street Name)	0	EA.	5500.00	0
Catch Basin (10') DIF Street Name)	0	EA.	6000.00	0
Catch Basin (14') (DIF Street Name)	0	EA.	8000.00	0
Catch Basin (21') (DIF Street Name)	0	EA.	12500.00	0
Local Depressions (DIF Street Name)	0	EA.	535.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	0	EA.	2100.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Removal/Relocation- Catch Basin	0	EA.	5000.00	0
Grated Catch Basin	0	EA.	6000.00	0
Headwall	0	EA.	5500.00	0

VBG
3/9/13

EXHIBIT "A"
ENGINEER'S ESTIMATE

DATE: 03/09/12
PREPARED BY: Vince Giron

PROJECT: P10-085
0
St. Patrick's Church

PUBLIC STORM DRAIN SYSTEM (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Structures				
Transition Structure	0	EA.	5500.00	0
Junction Structure	0	EA.	6500.00	0
Type IX Inlet Structure	0	EA.	2500.00	0
Inlet Structure (drop)	0	EA.	4000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48")	0	EA.	3000.00	0
Headwall	0	EA.	5500.00	0
Concrete Collar (Grater than 48")	0	EA.	5000.00	0
Modified Junction Structure	0	EA.	15000.00	0
End Cap	0	EA.	1000.00	0
Drains				
Terrace Drain	0	S.F.	10.00	0
Down Drain	0	S.F.	10.00	0
Parkway Drain	0	EA.	3500.00	0
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	0	EA.	250.00	0
"V" Gutter	0	S.F.	10.00	0
	0		0	0
Miscellaneous				
Rip Rap	0	TON	60.00	0
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
Manhole Shaft	0		6000.00	0
Access Opening	0		15000	0
			SUBTOTAL:	0

Item No. A.13

MV00208454

VRG
5/9/13

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: P10-085 0
St. Patrick's Church

PUBLIC WATER SYSTEMS

DATE: 03/09/12
PREPARED BY: Vince Giron

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Water System				
4" PVC C-900	0	L.F.	25.00	0
6" PVC C-900	0	L.F.	30.00	0
8" PVC C-900	0	L.F.	35.00	0
10" PVC C-900	0	L.F.	40.00	0
12" PVC C-900	0	L.F.	60.00	0
16" PVC C-900	0	L.F.	90.00	0
18" PVC C-900	0	L.F.	135.00	0
20" PVC C-900	0	L.F.	180.00	0
	0	L.F.	0	0
Valves - Water System				
4" Gate Valve	0	EA.	715.00	0
6" Gate Valve	0	EA.	830.00	0
8" Gate Valve	0	EA.	1,340.00	0
10" Gate Valve	0	EA.	1,500.00	0
12" Gate Valve	0	EA.	2,300.00	0
16" Gate Valve	0	EA.	6,270.00	0
18" Gate Valve	0	EA.	14,300.00	0
4" Butterfly Valve	0	EA.	330.00	0
6" Butterfly Valve	0	EA.	520.00	0
8" Butterfly Valve	0	EA.	990.00	0
10" Butterfly Valve	0	EA.	1,200.00	0
12" Butterfly Valve	0	EA.	1,800.00	0
16" Butterfly Valve	0	EA.	2,700.00	0
18" Butterfly Valve	0	EA.	2,800.00	0
20" Butterfly Valve	0	EA.	4,200.00	0
24" Butterfly Valve	0	EA.	5,200.00	0
1" Air Vac Release	0	EA.	2,400.00	0
2" Air Vac Release	0	EA.	4,000.00	0
2" Backflow Preventor, Pad & Cover	0	EA.	4,300.00	0
4" Blow Off	0	EA.	3,500.00	0
6" Blow Off	0	EA.	4,000.00	0
	0		0.00	0
Fire Hydrants - Water System				
6" Standard Fire Hydrants	0	EA.	4,000.00	0
6" Super Fire Hydrants	0	EA.	4,500.00	0
	0		0.00	0
Services Connections				
1" Service	0	EA.	800.00	0
1" Service w/ 5/8" Service	0	EA.	2,000.00	0
1 1/2" Service	0	EA.	1,100.00	0
2" Service	0	EA.	1,600.00	0
	0		0.00	0
Fittings - Water System				
Misc. Fittings 4"	0		120.00	0
Misc. Fittings 6"	0		160.00	0
Misc. Fittings 8"	0		200.00	0
Misc. Fittings 10"	0		240.00	0
Misc. Fittings 12"	0		750.00	0
	0		0.00	0
Water Meters - Water System				
5/8" Meter	0		230.00	0
1" Meter	0		320.00	0
1 1/2" Meter	0		420.00	0
2" Meter	0		525.00	0
	0		0.00	0
Hot Tap Connections - Water System				
6" Hot Tap	0	EA.	1,750.00	0
8" Hot Tap	0	EA.	2,200.00	0
12" Hot Tap	0	EA.	3,150.00	0
Hot Tap Service Clamp	0	EA.	1,000.00	
Water Service	0	EA.	330.00	0
	0		0.00	0
Miscellaneous - Water System				
Thrust Block	0	CY	150.00	0
Jack & Bore	0	L.F.	300.00	0
Joint at Existing 8"	0	EA.	650.00	0
Adjust Water Meter Box to Grade	0	EA.	235.00	0
	0		0.00	0
			SUBTOTAL:	0

MV00208455

VBG
5/9/13

EXHIBIT "A"
ENGINEER'S ESTIMATE

DATE: 03/09/12
PREPARED BY: Vince Giron

PROJECT: P10-085
0
St. Patrick's Church

PUBLIC SEWER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Sewer System				
4" V.C. Pipe	0	L.F.	25.00	0
6" V.C. Pipe	0	L.F.	40.00	0
8" V.C. Pipe	0	L.F.	55.00	0
10" V.C. Pipe	0	L.F.	60.00	0
12" V.C. Pipe	0	L.F.	70.00	0
15" V.C. Pipe	0	L.F.	80.00	0
18" V.C. Pipe	0	L.F.	160.00	0
21" V.C. Pipe	0	L.F.	180.00	0
24" V.C. Pipe	0	L.F.	195.00	0
27" V.C. Pipe	0	L.F.	215.00	0
30" V.C. Pipe	0	L.F.	235.00	0
33" V.C. Pipe	0	L.F.	280.00	0
36" V.C. Pipe	0	L.F.	300.00	0
4" SDR - 35	0	L.F.	25.00	0
6" SDR - 35	0	L.F.	30.00	0
8" SDR - 35	0	L.F.	35.00	0
10" SDR - 35	0	L.F.	45.00	0
12" SDR - 35	0	L.F.	54.00	0
15" SDR - 35	0	L.F.	90.00	0
Concrete Encasement	0	L.F.	20.00	0
	0		0.00	0
Cleans Outs - Sewer System				
Clean-outs	0	EA.	730.00	0
Clean Out Lateral	0	EA.	200.00	0
	0		0.00	0
Manholes - Sewer System				
Standard Manhole 48"	0	EA.	3,140.00	0
Standard Manhole 48" Extra Depth	0	EA.	3,500.00	0
Standard Manhole 60"	0	EA.	4,500.00	0
Shallow Manhole	0	EA.	3,300.00	0
Adjust Manhole to Grade	0	EA.	630.00	0
Tie Into Existing Manhole	0	EA.	2,100.00	0
Rechannel Existing Manhole	0	EA.	1,500.00	0
Join Existing 8" Pipe	0	EA.	1,500.00	0
Join Existing 12" Pipe	0	EA.	2,000.00	0
Pavement around MH	0	S.F.	14.00	0
	0		0.00	0
Miscelleneous - Sewer System				
Wyes	0	EA.	90.00	0
TV Sewer	0	L.F.	1.20	0
Trench Paving	0	S.F.	5.00	0
Pavement Replacement	0	S.F.	3.00	0
			SUBTOTAL:	0

Item No. A.13

MV00208456

VBG
5/9/13

EXHIBIT "A"
ENGINEER'S ESTIMATE

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
BOND COMPUTATION SHEET

PROJECT: P10-085
0
St. Patrick's Church

DATE: 03/09/12
PREPARED BY: Vince Giron

IMPROVEMENT TYPE:

PAVEMENT SECTION WORK	:	$956
OFFSITE STREET WORK	:	$31,753
SPECIAL DISTRICTS	:	$0
MORENO VALLEY UTILITIES	:	$0
WATER QUALITY BASIN	:	$0
TRANSPORTATION ENGINEERING	:	$70,000
STORM DRAIN SYSTEM	:	$0
WATER SYSTEM	:	$0
SEWER SYSTEM	:	$0
TRAFFIC IMPROVEMENTS	:	$8,000
BONDABLE WORK (not plan checked)	:	$0
TOTAL COST (VALUE) OF IMPROVEMENTS:		$110,709
+20% CONTINGENCY:		$22,142
GRAND TOTAL:		$132,851

BOND AMOUNT: **$133,000**

MV00208457

CITIZENS BUSINESS BANK
The Bank Business Banks On

International Services
701 North Haven Avenue, Suite 300
Ontario, California 91764
Phone (909) 980-4030
Fax (909) 481-2101
Swift: CBBKUS6L

Attachment 3

IRREVOCABLE LETTER OF CREDIT AS FAITHFUL PERFORMANCE BOND

Irrevocable Letter of Credit No. 08-SB-4990
Dated: June 7, 2013

Project No. P10-085

Public R/W
Improvements US $133,000.00

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

Re: Irrevocable Letter of Credit Delivered as Improvement Security Pursuant to California Government Code Sections 66499 et seq. and Regulations of the City of Moreno Valley

Gentlemen:

Citizens Business Bank, a financial institution subject to regulation by the State of California and the United States Government, establishes and delivers to the City of Moreno Valley this irrevocable letter of credit in your favor for the account of Roman Catholic Bishop of San Bernardino, a Corporation Sole located at 1201 E. Highland Ave. San Bernardino, CA 92404 up to an aggregate sum of One Hundred Thirty-Three Thousand and No /100 Dollars (US $133,000.00) as "Improvement Security" as required by Government Code Sections 66499 et seq. and Regulations of the City of Moreno Valley, for Project No. P10-085.

All or any portion of the funds available pursuant to this Irrevocable Letter of Credit will be paid upon the written demand of the City of Moreno Valley. The written demand need not present documentation of any type as a condition of payment, including proof of loss, but will be available by your draft at sight drawn on us and accompanied by your signed certification stating either that:

1. Roman Catholic Bishop of San Bernardino, on behalf of St. Patrick Catholic Church, 10915 Pigeon Pass Rd., Moreno Valley has not complied with the performance requirements as set forth in the agreements entered into with the City of Moreno Valley;

OR

2. Roman Catholic Bishop of San Bernardino, on behalf of St. Patrick Catholic Church, 10915 Pigeon Pass Rd., Moreno Valley has not maintained the offsite improvements as set forth in the agreements entered into with the City of Moreno Valley for the one year guarantee and warranty period provided, however, that the maximum amount which may be drawn under this subparagraph 2. shall be limited to 10% of the Letter of Credit.

This Irrevocable Letter of Credit expires at the institution's counter on June 25, 2014; however, it is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for successive one year periods from the present and all future expiration dates thereof unless 60 days prior to any such date the institution shall notify the City in writing that the institution elects not to consider this letter of credit renewed for any such additional period. In the event of such notice, and in the event that the City does not notify the institution within 30 days of the date of the notice that it does not desire to receive the aggregate amount of the Letter of Credit, the institution shall forthwith send the aggregate amount of the Letter of Credit to the City by cashier's check. The notice and the cashier's check shall be given via certified mail, return receipt requested, to the City Council, City of Moreno Valley, 14177 Frederick Street, P.O. Box 88005, Moreno Valley, California 92552-0805, with copies to the City Engineer and the City Attorney.

When the work covered by the agreements is completed to the satisfaction of the City, the City Engineer of the City of Moreno Valley will accept the work and thereupon the amount of the obligation of this security will be reduced by 90% with the remaining 10% will be held as security for a one year guarantee period and warranty period provided for in the agreements.

Each draft hereunder must be endorsed on the reverse of this Letter of Credit and must bear upon its face "Drawn under Letter of Credit number 08-SB-4990 dated June 7, 2013 on Citizens Business Bank, 701 North Haven Avenue, Ontario, California 91764." We hereby agree with you that all drafts drawn under and in compliance with the terms of this credit will be duly honored if drawn and presented for payment at our counters on or before June 25, 2014, or any automatically extended expiration date, thereafter. Except so far as otherwise expressly stated herein, this Letter of Credit is subject to the "Uniform Customs Practice for Documentary Credits (2007), International Chamber of Commerce Publication Number 600."

THIS LETTER OF CREDIT IS IRREVOCABLE.

CITIZENS BUSINESS BANK

By: _____
Deborah A. Whiteley
Vice President/Operations Manager
International Services

By: _____
Lauren S. Maricic
International Banking Officer

MV00208459

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Bernardino

On June 7, 2013 (Date) before me, Cynthia S. Burns, Notary Public (Here Insert Name and Title of the Officer),
personally appeared Deborah A. Whiteley and Lauren S. Masicic (Name(s) of Signer(s))

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

CYNTHIA S. BURNS
Commission # 1903042
Notary Public - California
San Bernardino County
My Comm. Expires Sep 25, 2014

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

WITNESS my hand and official seal.

Signature Cynthia S. Burns (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Irrevocable Letter of Credit

Document Date: June 7, 2013 Number of Pages: 2

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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MV00208461

CITIZENS BUSINESS BANK
The Bank Business Banks On

International Services
701 North Haven Avenue, Suite 300
Ontario, California 91764
Phone (909) 980-4030
Fax (909) 481-2101
Swift: CBBKUS6L

Attachment 4

IRREVOCABLE LETTER OF CREDIT AS MATERIAL AND LABOR BOND

Irrevocable Letter of Credit No. 08-SB-4991
Dated: June 7, 2013

Project No. P10-085

Public R/W
Improvements US $66,500.00

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

Re: Irrevocable Letter of Credit Delivered as Security for Labor and Materials Pursuant to California Government Code Sections 66499 et seq. and Regulations of the City of Moreno Valley

Gentlemen:

Citizens Business Bank, a financial institution subject to regulation by the State of California and the United States Government, establishes and delivers to the City of Moreno Valley this irrevocable letter of credit in your favor for the account of Roman Catholic Bishop of San Bernardino, a Corporation Sole located at 1201 E. Highland Ave. San Bernardino, CA 92404 up to an aggregate sum of Sixty Six Thousand Five Hundred and No /100 Dollars (US $66,500.00) as "Security for Labor and Materials" as required by Government Code Sections 66499 et seq. and Regulations of the City of Moreno Valley, for Project No. P10-085.

All or any portion of the funds available pursuant to this Irrevocable Letter of Credit will be paid upon the written demand of the City of Moreno Valley. The written demand need not present documentation of any type as a condition of payment, including proof of loss, but will be available by your draft at sight drawn on us and accompanied by your signed certification stating that:

1. Roman Catholic Bishop of San Bernardino, on behalf of St. Patrick Catholic Church, 10915 Pigeon Pass Rd., Moreno Valley has not complied with the labor and material payment requirements as set forth in the agreements entered into with the City of Moreno Valley.

This Irrevocable Letter of Credit expires at the institution's counter on June 25, 2014; however, it is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for successive one year periods from the present and all future expiration dates thereof unless 60 days prior to any such date the institution shall notify the City in writing that the institution elects not to consider this letter of credit renewed for any such additional period. In the event of such notice, and in the event that the City does not notify the institution within 30 days of the date of the notice that it does not desire to receive the aggregate amount of the Letter of Credit, the institution shall forthwith send the aggregate amount of the Letter of Credit to the City by cashier's check. The notice and the cashier's check shall be given via certified mail, return receipt requested, to the City Council, City of Moreno Valley, 14177 Frederick Street, P.O. Box 88005, Moreno Valley, California 92552-0805, with copies to the City Engineer and the City Attorney.

When the work covered by the agreements is completed to the satisfaction of the City, the City Engineer of the City of Moreno Valley will accept the work and thereupon the amount of the obligation of this security will be reduced by 90% with the remaining 10% will be held as security for a one year guarantee period and warranty period provided for in the agreements.

Each draft hereunder must be endorsed on the reverse of this Letter of Credit and must bear upon its face "Drawn under Letter of Credit number 08-SB-4991 dated June 7, 2013 on Citizens Business Bank, 701 North Haven Avenue, Ontario, California 91764." We hereby agree with you that all drafts drawn under and in compliance with the terms of this credit will be duly honored if drawn and presented for payment at our counters on or before June 25, 2014, or any automatically extended expiration date, thereafter. Except so far as otherwise expressly stated herein, this Letter of Credit is subject to the "Uniform Customs Practice for Documentary Credits (2007), International Chamber of Commerce Publication Number 600."

THIS LETTER OF CREDIT IS IRREVOCABLE.

CITIZENS BUSINESS BANK

By: _____
Deborah A. Whiteley
Vice President/Operations Manager
International Services

By: _____
Lauren S. Maricic
International Banking Officer

MV00208463

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Bernardino }

On June 7, 2013 (Date) before me, Cynthia S. Burns, Notary Public, (Here Insert Name and Title of the Officer)
personally appeared Deborah A Whiteley and Lauren S. Maricic (Name(s) of Signer(s))

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

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

WITNESS my hand and official seal.

Signature Cynthia S. Burns (Signature of Notary Public)

CYNTHIA S. BURNS
Commission # 1903042
Notary Public - California
San Bernardino County
My Comm. Expires Sep 25, 2014

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Irrevocable Letter of Credit
Document Date: June 7, 2013 Number of Pages: 2
Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
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MV00208465

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, Public Works Director/City Engineer and John Terell, Interim Community & Economic Development Director

AGENDA DATE: June 25, 2013

TITLE: TRACT MAP 31319 – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTIONS OF DUNLAVY COURT, INDIAN STREET AND HUBBARD STREET ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

RECOMMENDED ACTION

Recommendations:

1. Adopt the proposed Resolution No. 2013-54. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete Within Tract Map 31319 and Accepting the Portions of Dunlavy Court, Indian Street, and Hubbard Street Associated with the Project into the City's Maintained Street System.

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the remaining Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

BACKGROUND

On December 4, 2003, the Community and Economic Development Department of the City of Moreno Valley approved Tentative Tract Map 31319. The tentative tract map was a proposal to subdivide 31 lots.

On May 23, 2006, the City Council approved Tract Map 31319 and accepted the Agreement for Public Improvements and security for the project. The agreement required a Faithful Performance Bond in the amount of $1,017,000 and a Material & Labor Bond in the amount of $508,500. The bonds were issued by Western Insurance Company. The public improvements included but were not limited to asphalt paving, curb, gutter, sidewalk, driveway approaches, landscaping, street lights, storm drain, water, and sewer.

On April 27, 2010, the City Council approved a partial reduction to the Faithful Performance bond in the amount of $614,469. A partial reduction was also approved for the Material & Labor bond in the amount of $307,234.50.

The required improvements received on-going inspection during the construction process. Upon completion of the improvements, Community & Economic Development Department/Land Development performed an inspection, and a punch list was generated. The required corrective actions have been completed, and the improvements are now eligible for acceptance into the City's maintained street system.

DISCUSSION

The completed improvements have received a final inspection, and the improvements were completed in accordance with the approved plans and the standards of the City of Moreno Valley. In accordance with the Streets and Highway Code, the method for acceptance of improvements, per Section 1806, (a), and (b), is by action of the governing body, by resolution.

It is therefore appropriate to accept those improvements into the City's maintained street system and to provide a 90% reduction to the original Faithful Performance bond of $1,017,000. As there has been one partial reduction provided earlier, the amount remaining to reach the 90% reduction is Three Hundred Thousand Eight Hundred Thirty-Two dollars ($300,832.00). Ninety days after City Council approves the Faithful Performance Bond reduction, the remaining Material and Labor Bond will be exonerated by the City Engineer provided there are no stop notices or liens on file with the City Clerk. The remaining 10% of the Faithful Performance bond will be held for the one-year guarantee and warranty period. At the end of the guarantee and warranty period, the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Adopt the proposed Resolution authorizing the acceptance of the public improvements within Tract Map 31319 as complete and accepting the portions of Dunlavy Court, Indian Street and Hubbard Street associated with the project into the City's Maintained Street system. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the remaining Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk,

and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

2. Do not adopt the proposed Resolution authorizing the acceptance of the public improvements within Tract Map 31319 as complete and accepting the portions of Dunlavy Court, Indian Street and Hubbard Street associated with the project into the City's Maintained Street system. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the remaining Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

FISCAL IMPACT

The acceptance of these street improvements into the City's maintained street system will create an additional fiscal impact to the street maintenance program of the City (Fund 2000-Gas Tax, Fund 2001-Measure "A", and Fund 2008-NPDES. Fund 2000 is restricted to the construction and maintenance of streets and roadways. Fund 2001 is restricted for transportation projects only for the purposes of construction, maintenance and operation of streets and roadways. The County Service Area (CSA) levy collected from property owners support current NPDES Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the CSA 152 annual levy are restricted for use only within the Storm Water Management program).

NOTIFICATION

Publication of agenda

ATTACHMENTS

Attachment 1 – Vicinity Map
Attachment 2 – Proposed Resolution

Prepared By:
Liz Plazola
Sr. Administrative Assistant

Department Head Approval:
Ahmad R. Ansari
Public Works Director/City Engineer

Concurred By:
Mark W. Sambito, P.E.
Engineering Division Manager

Department Head Approval:
John C. Terell
Interim Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

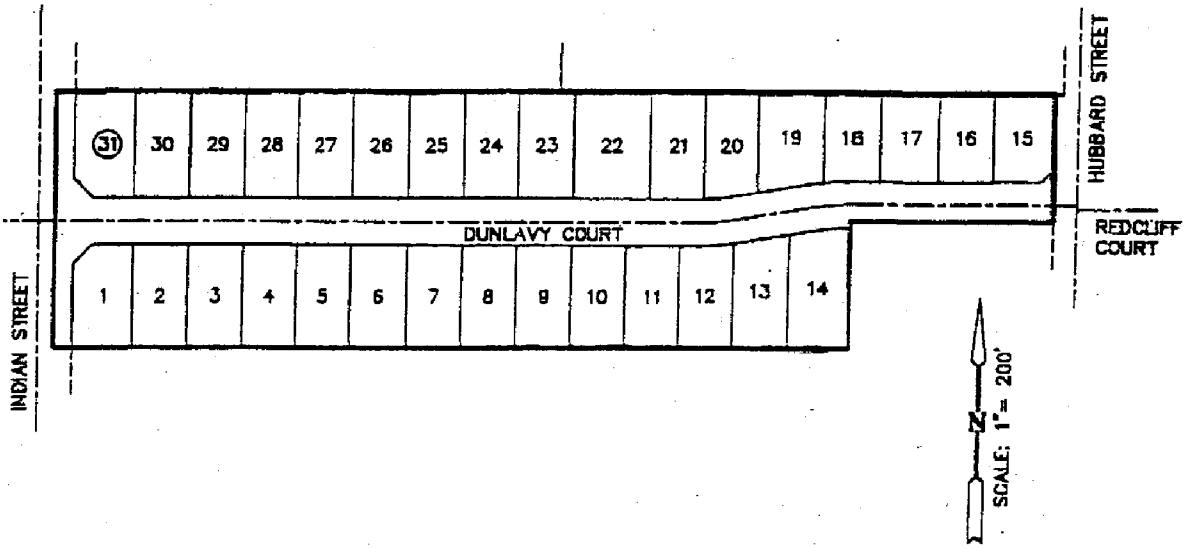

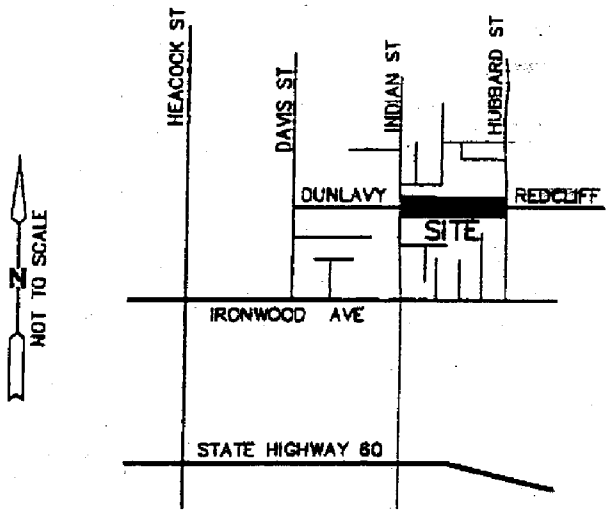

VICINITY MAP – NO SCALE

THOMAS BROS. PG. 717
COORD. F-1 (2005)

CITY OF MORENO VALLEY COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT - LAND DEVELOPMENT **Attachment 1**	**Tract 31319**

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MV00208471

RESOLUTION NO. 2013-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE WITHIN TRACT MAP 31319 AND ACCEPTING THE PORTIONS OF DUNLAVY COURT, INDIAN STREET, AND HUBBARD STREET ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by Bella Vista Moreno Valley, LLC on Dunlavy Court, Indian Street, and Hubbard Street associated with the project were constructed according to the approved plans on file with the City of Moreno Valley and

WHEREAS, the City Engineer has determined that those improvements were inspected during construction and were completed in an acceptable manner and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public improvements as complete within Tract Map 31319 and accept Dunlavy Court, Indian Street and Hubbard Street associated with the project into the City's maintained street system and

WHEREAS, it is in accordance with Streets and Highway Code, Section 1806, (a) and (b), for City Council to perform this action by resolution

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: that the public improvements within Tract Map 31319 are complete, and Dunlavy Court, Indian Street and Hubbard Street associated with the project are accepted into the City's maintained street system.

APPROVED AND ADOPTED this 25th day of June, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-54 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, Public Works Director/City Engineer

AGENDA DATE: June 25, 2013

TITLE: WASTE MANAGEMENT OF THE INLAND EMPIRE FY 2013/2014 RATE ADJUSTMENT

RECOMMENDED ACTION

Recommendation:

1. Approve the Waste Management of the Inland Empire proposed FY 2013/2014 Rate Adjustment.

BACKGROUND

Waste Management of the Inland Empire has had an exclusive agreement with the City of Moreno Valley for the collection, transportation, recycling, and disposal of solid waste since April of 1991. The terms and conditions of the original contract were renegotiated and adopted on July 1, 2008. As part of this agreement, the Contractor Service Rates are to be adjusted annually to reflect changes in the Consumer Price Index (CPI), disposal (e.g. tipping fees or tonnage increases), changes in service, and extraordinary costs. The City Council has the authority to approve these annual rate adjustments.

DISCUSSION

The franchise agreement with Waste Management of the Inland Empire stipulates that an annual CPI adjustment shall be made effective the first day of July of each calendar year and other adjustments such as tipping fees, service costs, and extraordinary costs, shall be made effective as they occur. The agreement with Waste Management states that the CPI shall be derived by multiplying with service component (Waste Management's cost to provide service to Moreno Valley) by the percentage increased or decreased in the CPI for March of the immediate preceding year. The combination of a

CPI adjustment for FY 2013/2014 of 1.29%, a 1.94% increase in Riverside County tipping fees, and the decrease in household disposal, results in a residential service component rate increase of $0.23 per month, per home.

This is inclusive of a $0.03 discount that has been applied to the disposal component to account for the 2013 estimated annual rebate amount for the bulky item program. This rebate is administered by the Riverside County Waste Management Department under a program initiated in 1999 that provides a rebate for waste service programs that include a bulky item pick-up services. The net effect of the decreased pounds per household and bulky item rebate and the increased Riverside County tipping fees is a disposal component rate increase of $0.02 per month, per home.

Accordingly, with an increase in the disposal component of $0.02 per month, an increase in the residential service component of $0.20 per month, and an increase in the green waste component of $0.01 per month, the new monthly residential rate reflects a total change of an increase of $0.23 and the new rate is $21.55.

Relative to commercial rates, the 1.94% increase in Riverside County tipping fees and the increase in commercial disposal tonnage results in a commercial disposal component rate increase of 4.89%. The service component continues to reflect bundled commercial trash/recycling service as directed by the City Council on June 26, 2013.

The bundled rates were developed to comply with Assembly Bill 341 (AB341). AB 341 requires businesses, public entities, and multi-family housing complexes to implement a recycling program. The recycling program was implemented on July 1, 2012. The goal of this legislation is to reduce commercial solid waste from landfills and reduce green house gas emissions.

The attached exhibit shows details of the proposed new fees for FY 2013/2014 for all classifications.

ALTERNATIVES

1. Approve the Waste Management of the Inland Empire proposed FY 2013/2014 Rate Adjustment. *This would ensure compliance with the existing Waste Management Franchise Agreement.*

2. Do not approve the Waste Management of the Inland Empire proposed FY 2013/2014 Rate Adjustment. *This would result in non-compliance with the existing Waste Management Franchise Agreement and could result in Waste Management's inability to continue to perform their service as per the contract specifications.*

FISCAL IMPACT

The City receives a 12.13% franchise fee on all monies collected by Waste Management of the Inland Empire. Any increase or decrease in rates has a proportionate effect on revenues received by the City. Any decrease in the current rates would negatively affect the general fund.

CITY COUNCIL GOALS

Revenue Diversification and Preservation - Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

Community Image, Neighborhood Pride and Cleanliness - Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

NOTIFICATION

Publication of the City Council Agenda.

ATTACHMENTS

Attachment 1: City of Moreno Valley Summary of Refuse and Recycling Rates Effective July 1, 2013.

Prepared By:
Ariana Ayala
Management Analyst

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Robert R. Lemon
Maintenance & Operations Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00208477

City of Moreno Valley
Attachment 1
Summary of Refuse and Recycling Rates
Effective July 1, 2013

Service Type		Current Rate	Rate Adjustment	Proposed Rate
Commercial & Multi-family (1 Recycle Bin included with each Trash Bin)				
Size	Freq			
1.5	1	$ 98.89	$ 1.64	$ 100.53
1.5	2	$ 178.06	$ 3.04	$ 181.10
1.5	3	$ 252.39	$ 4.36	$ 256.75
1.5	4	$ 324.37	$ 5.66	$ 330.03
1.5	5	$ 401.08	$ 7.02	$ 408.10
1.5	6	$ 475.39	$ 8.35	$ 483.74
2	1	$ 114.89	$ 1.97	$ 116.86
2	2	$ 206.97	$ 3.65	$ 210.62
2	3	$ 293.28	$ 5.26	$ 298.54
2	4	$ 376.99	$ 6.83	$ 383.82
2	5	$ 466.11	$ 8.47	$ 474.58
2	6	$ 552.46	$ 10.08	$ 562.54
3	1	$ 146.87	$ 2.63	$ 149.50
3	2	$ 264.52	$ 4.89	$ 269.41
3	3	$ 375.04	$ 7.05	$ 382.09
3	4	$ 482.28	$ 9.17	$ 491.45
3	5	$ 596.10	$ 11.38	$ 607.48
3	6	$ 706.60	$ 13.55	$ 720.15
4	1	$ 187.14	$ 3.40	$ 190.54
4	2	$ 337.22	$ 6.32	$ 343.54
4	3	$ 478.10	$ 9.12	$ 487.22
4	4	$ 614.88	$ 11.87	$ 626.75
4	5	$ 759.88	$ 14.72	$ 774.60
4	6	$ 900.79	$ 17.53	$ 918.32
6	1	$ 236.50	$ 4.53	$ 241.03
6	2	$ 428.21	$ 8.48	$ 436.69
6	3	$ 609.05	$ 12.29	$ 621.34
6	4	$ 784.90	$ 16.03	$ 800.93
6	5	$ 970.76	$ 19.91	$ 990.67
6	6	$ 1,151.55	$ 23.71	$ 1,175.26
Commercial Compactor				
Size	Freq			
1.5	1	$ 125.45	$ 2.73	$ 128.18
1.5	2	$ 231.19	$ 5.20	$ 236.39
1.5	3	$ 332.11	$ 7.61	$ 339.72
1.5	4	$ 430.69	$ 9.99	$ 440.68
1.5	5	$ 533.98	$ 12.43	$ 546.41
1.5	6	$ 634.84	$ 14.83	$ 649.67
2	1	$ 150.32	$ 3.42	$ 153.74
2	2	$ 277.85	$ 6.54	$ 284.39
2	3	$ 399.59	$ 9.58	$ 409.17
2	4	$ 518.77	$ 12.60	$ 531.37
2	5	$ 643.31	$ 15.68	$ 658.99
2	6	$ 765.09	$ 18.73	$ 783.82
3	1	$ 200.00	$ 4.80	$ 204.80
3	2	$ 370.82	$ 9.21	$ 380.03
3	3	$ 534.49	$ 13.54	$ 548.03
3	4	$ 694.92	$ 17.82	$ 712.74
3	5	$ 861.90	$ 22.19	$ 884.09
3	6	$ 1,025.57	$ 26.52	$ 1,052.09
4	1	$ 258.05	$ 6.28	$ 264.33
4	2	$ 478.99	$ 12.09	$ 491.08
4	3	$ 690.73	$ 17.77	$ 708.50
4	4	$ 898.38	$ 23.40	$ 921.78
4	5	$ 1,114.26	$ 29.14	$ 1,143.40
4	6	$ 1,326.08	$ 34.83	$ 1,360.91

Service Type		Current Rate	Rate Adjustment	Proposed Rate	
Recycling Bins					
Size	Freq				
All Sizes	1	$ 63.89	$ 0.82	$ 64.71	Over 1 bin
All Sizes	2	$ 127.77	$ 1.65	$ 129.42	Over 1 bin
All Sizes	3	$ 191.66	$ 2.47	$ 194.13	Over 1 bin
All Sizes	4	$ 255.55	$ 3.29	$ 258.84	Over 1 bin
All Sizes	5	$ 319.44	$ 4.12	$ 323.56	Over 1 bin
All Sizes	6	$ 383.32	$ 4.94	$ 388.26	Over 1 bin
Commercial Misc Services					
Temp bin service (up to 7 days)		$ 130.78	$ 1.69	$ 132.47	
Temp bin service (30 days)		$ 288.68	$ 3.72	$ 292.40	
Extra empty - first bin		$ 52.62	$ 0.68	$ 53.30	
Extra empty - addl bins		$ 22.56	$ 0.29	$ 22.85	
Pull-out service per bin					
0-15 feet		N/C		N/C	
16-35 feet		$ 15.16	$ 0.20	$ 15.36	
36-50 feet		$ 22.75	$ 0.29	$ 23.04	
Over 51 feet		$ 30.34	$ 0.39	$ 30.73	
Locking container		$ 37.92	$ 0.49	$ 38.41	
Restart fee		$ 45.50	$ 0.59	$ 46.09	
Special bin/container lid		$ 14.97	$ 0.19	$ 15.16	
Overage fees		$ 52.64	$ 0.68	$ 53.32	
Bin exchange - over 1 per year		$ 45.00	$ 0.58	$ 45.58	
Bin exchange - service level change		$ 45.00	$ 0.58	$ 45.58	
Bulky item collection		$ 16.87	$ 0.22	$ 17.09	
Set up fee		$ 26.37	$ 0.34	$ 26.71	
Redelivery fee		$ 52.74	$ 0.68	$ 53.42	
Commercial Recycle Contamination		$ 52.62	$ 0.68	$ 53.30	Per P/U
Rolloff					
Hauling fee		$ 215.18	$ 2.77	$ 217.95	+ landfill
Compactor hauling fee		$ 311.04	$ 4.01	$ 315.05	+ landfill
Monthly minimum pull fee		$ 215.18	$ 2.77	$ 217.95	
Monthly minimum pull fee		$ 311.04	$ 4.01	$ 315.05	
Temporary flat fee (incl 4 tons)		$ 382.63	$ 4.93	$ 387.56	+ landfill >4
C&D flat fee (incl 4 tons)		$ 404.03	$ 5.21	$ 409.24	+ landfill >4
Co-mingle C&D haul fee		$ 417.16	$ 5.38	$ 422.54	+ landfill
Delivery		$ 74.99	$ 0.97	$ 75.96	
Extra trip		$ 74.99	$ 0.97	$ 75.96	
Relocation		$ 74.99	$ 0.97	$ 75.96	
Set up fee		$ 26.36	$ 0.34	$ 26.70	
Residential Service					
Single family rate		$ 21.32	$ 0.23	$ 21.55	
Senior citizen discount rate		$ 19.19	$ 0.21	$ 19.40	
Addl 35 gal refuse container		$ 3.74	$ 0.04	$ 3.78	
Addl 64 gal refuse container		$ 4.87	$ 0.06	$ 4.93	
Addl 64 gal G/W container		N/C		N/C	Max one
Addl 96 gal refuse container		$ 6.48	$ 0.08	$ 6.56	
Addl 96 gal G/W container		$ 5.98	$ 0.08	$ 6.06	
Addl 96 gal recycle container		$ 2.43	$ 0.03	$ 2.46	
Per bag charge		$ 2.61	$ 0.03	$ 2.64	
Container changes over 1 per year		$ 10.47	$ 0.13	$ 10.60	
Addl bulky item pick-up*		$ 16.87	$ 0.22	$ 17.09	minimum
Curbside E-waste (over 3 free)		$ 16.87	$ 0.22	$ 17.09	
Temporary bin service		$ 130.79	$ 1.68	$ 132.47	
Temporary bin service		$ 288.68	$ 3.72	$ 292.40	
Set up fee		$ 12.66	$ 0.16	$ 12.82	

*In excess of one item per week

Item No. A.15

MV00208478

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MV00208479

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, Public Works Director/City Engineer

AGENDA DATE: June 25, 2013

TITLE: ADOPT RESOLUTION OF THE CITY OF MORENO VALLEY SUPPORTING THE RE-DESIGNATION OF RIVERSIDE COUNTY AS A RECYCLING MARKET DEVELOPMENT ZONE DUE TO AN INCREASE IN BOUNDARIES

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. 2013-55. A Resolution of the City of Moreno Valley Supporting the Redesignation of Riverside County as a Recycling Market Development Zone Due to an Increase in Boundaries.

BACKGROUND

In 1992, the California Department of Resources Recycling and Recovery (CalRecycle) Department designated portions of Riverside County as a Recycling Market Development Zone (RMDZ) in order to help divert waste from landfills and stimulate the manufacturing of new, recycled products.

The RMDZ Loan Program provides low-interest loans to private businesses and not-for-profit organizations to increase diversion of non-hazardous solid waste from landfills and to promote market demand for secondary and postconsumer materials.

The program can fund a maximum of 75% of costs directly attributed to an eligible project up to a maximum of $2,000,000 whichever is less. Businesses and non-profit organizations can use the funds for machinery and equipment, working capital, real estate purchase and improvements, and refinancing of onerous debt that results in increased diversion. CalRecycle provides the following Technical Assistance to businesses, which include:

- Locating manufacturing materials (feedstock)
- Finding markets for products
- Providing current market condition/trends
- Evaluating technology and equipment
- Providing geographical data on demographics, waste streams, and economics,
- Free product marketing through RecycleStore, an online site that links buyers in direct contact with recycling-based manufacturers

The City of Moreno Valley is one among eight other cities within Riverside County who are currently a part of the program. They include: Moreno Valley, Perris, San Jacinto, Hemet, Cathedral City, Indio, Coachella, and Blythe.

DISCUSSION

The County of Riverside's RMDZ designation, including the City of Moreno Valley, expires August 25, 2013 and in order to maintain the benefits of this designation, the County has to reapply to CalRecycle. Additionally, the County desires to expand the zone boundaries to include the entire county in order to make the program benefits available countywide.

The RMDZ program provides low-interest loans to manufacturers who make recycled products. It supports "green" recycling jobs and manufacturing in Riverside County. It also helps reduce waste from ending up at the landfills by "closing the loop" and extending the life cycle of the materials used to produce new products.

ALTERNATIVES

1. Adopt proposed Resolution of the City of Moreno Valley supporting the Re-designation of Riverside County as a Recycling Market Development Zone due to an increase in boundaries. *This option will ensure the City of Moreno Valley will adhere to the requirements set forth by the state to comply with the Recycling Market Development Zone program. This designation will provide an incentive for businesses to establish themselves in the City of Moreno Valley.*

2. Do not adopt proposed Resolution of the City of Moreno Valley supporting the re-designation of Riverside County as a Recycling Market Development Zone due to an increase in boundaries. *This option will ensure the loss of designation and would eliminate an incentive for businesses to establish themselves in the City of Moreno Valley.*

FISCAL IMPACT

There is no cost associated to participating in the RMDZ program. The zone designation allows the City of Moreno Valley to offer businesses in this jurisdiction access to the benefits of the CalReycle program.

CITY COUNCIL GOALS

Positive Environment: Create a positive environment for the development of Moreno Valley's future.

Continued participation in the Riverside County RMDZ supports business retention and development in Moreno Valley.

NOTIFICATION

Publication of Agenda.

ATTACHMENTS

Attachment 1 – Proposed Resolution

Prepared By:
Ariana Ayala
Management Analyst

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Robert R. Lemon
Maintenance & Operations Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00208483

RESOLUTION NO. 2013-55

A RESOLUTION OF THE CITY OF MORENO VALLEY SUPPORTING THE REDESIGNATION OF RIVERSIDE COUNTY AS A RECYCLING MARKET DEVELOPMENT ZONE DUE TO AN INCREASE IN BOUNDARIES

WHEREAS, California Public Resources Code Section 42010, et al. provides for the establishment of the Recycling Market Development Zone (RMDZ) program throughout the State which provides incentives to stimulate development of post-consumer and secondary materials markets for recyclables; and

WHEREAS, all California jurisdictions must meet a 50% reduction in landfill waste disposal as mandated by the California Integrated Waste Management Act; and

WHEREAS, the Riverside County RMDZ includes the cities of Blythe, Cathedral City, Coachella, Hemet, Indio, Moreno Valley, Perris and San Jacinto and parts of unincorporated Riverside County; and

WHEREAS, the Riverside County RMDZ is dedicated to establishing, sustaining and expanding recycling-based manufacturing businesses, which is essential for market development and to assist these jurisdictions in meeting the established landfill waste reduction goals; and

WHEREAS, the cities of Banning, Beaumont, Calimesa, Canyon Lake, Corona, Desert Hot Springs, Eastvale, Indian Wells, Jurupa Valley, Lake Elsinore, La Quinta, Menifee, Murrieta, Norco, Palm Desert, Palm Springs, Rancho Mirage, Riverside, Temecula, Wildomar and all of unincorporated Riverside County desire existing and new recycling-based manufacturing businesses located within their jurisdictions to be eligible for the technical and financial incentives associated with the RMDZ program; and

WHEREAS, the addition of these jurisdictions to the Riverside County RMDZ is necessary to facilitate local and regional planning, coordination, and support existing recycling-based manufacturing businesses, as well as assist in attracting private sector recycling investments to the RMDZ; and

WHEREAS, the continued development of local markets for recycled materials would reduce the need to transport them out of the region in the future; and

WHEREAS, the current and proposed waste management practices and conditions are favorable to the development of post-consumer and secondary waste materials markets; and

WHEREAS, the California Legislature has defined environmental justice as "the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies" [Government Code section 65040.12(e)], and has directed the California Environmental Protection Agency to conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the state [Public Resources Code section 71110(a)]; and

WHEREAS, CalRecycle has adopted a goal to continuously integrate environmental justice concerns into all of its programs and activities; and

WHEREAS, the cities of Banning, Beaumont, Blythe, Calimesa, Canyon Lake, Cathedral City, Coachella, Corona, Desert Hot Springs, Eastvale, Hemet, Indian Wells, Indio, Jurupa Valley, La Quinta, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Palm Desert, Palm Springs, Perris, Rancho Mirage, Riverside, San Jacinto, Temecula and Wildomar and the unincorporated part of Riverside County have agreed to submit an application to CalRecycle requesting the redesignation of the Riverside County RMDZ due to a change in boundaries; and

WHEREAS, County of Riverside has agreed to act as Lead Agency for the proposed redesignation; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), the County of Riverside is preparing a Negative Declaration which evaluates the potential adverse environmental effects that might occur as a result of the redesignation of the Riverside County RMDZ; and

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

The City of Moreno Valley, as Responsible Agency, approves the redesignation of Riverside County as a RMDZ and directs the County of Riverside Economic Development Agency to submit an application to CalRecycle requesting redesignation of Riverside County as a RMDZ which includes the cities of Banning, Beaumont, Blythe, Calimesa, Canyon Lake, Cathedral City, Coachella, Corona, Desert Hot Springs, Eastvale, Hemet, Indian Wells, Indio, Jurupa Valley, La Quinta, Lake Elsinore, Menifee,

Moreno Valley, Murrieta, Norco, Palm Desert, Palm Springs, Perris, Rancho Mirage, Riverside, San Jacinto, Temecula, and Wildomar and the unincorporated part of Riverside County.

The County of Riverside will administer the RMDZ program in a manner that seeks to ensure the fair treatment of people of all races, cultures and incomes, including but not limited to soliciting public participation in all communities within the RMDZ, including minority and low-income populations.

The County of Riverside Economic Development Agency shall file a Notice of Determination respecting this Project with the State Clearinghouse pursuant to CEQA Guidelines Section 15096(i).

APPROVED AND ADOPTED by the Council of the City of Moreno Valley on this 25th day of June 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA _____)

COUNTY OF RIVERSIDE _____) ss.

CITY OF MORENO VALLEY _____)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-55 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

City Clerk

(SEAL)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, Public Works Director/City Engineer and John C. Terell, Interim Community & Economic Development Director

AGENDA DATE: June 25, 2013

TITLE: PA07-0165 (PM 35859) – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTIONS OF KNOX STREET, SAN MICHELE ROAD, NANDINA AVENUE AND PERRIS BOULEVARD ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

RECOMMENDED ACTION

Recommendations:

1. Adopt the proposed Resolution No. 2013-56. A Resolution Of The City Council Of The City Of Moreno Valley, California, Authorizing The Acceptance Of The Public Improvements As Complete Within Pa07-0165 (Parcel Map 35859) And Accepting The Portions Of Knox Street, San Michele Road, Nandina Avenue And Perris Boulevard Associated With The Project Into The City's Maintained Street System.

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

BACKGROUND

On November 6, 2008, the Planning Commission of the City of Moreno Valley approved Parcel Map No. 35859 (PA07-0165) along with Plot Plan (PA07-0166). The project

proposed a 700,000 square-foot industrial warehouse building (Building #1) and a Plot Plan (PA07-0167) for an 180,000 square-foot industrial warehouse building (Building #2). The parcel map subdivided 40.3 gross acres into two parcels. The project is bounded by Perris Boulevard to the east, Knox Street to the west, San Michelle Road to the north, and Nandina Avenue to the south.

On July 26, 2011, the City Council of the City of Moreno Valley approved Final Map 35859 and accepted the Public Improvement Agreement and Security. First Industrial Realty Trust, Inc. was required to construct all public street improvements that included, but were not limited to the following: asphalt pavement, curb, gutter, sidewalk, driveway approaches, street lights, landscaping, storm drain including master plan storm drain facilities, sewer, water, reclaimed water, signing, striping, traffic control, traffic signal modification, communications conduit, and electrical utility improvements. The Agreement for Public Improvements required the developer to provide security for the appropriate improvements. Project PA07-0165 (Parcel Map 35859) provided a Faithful Performance letter of credit in the amount of $7,348,000 and a Material and Labor letter of credit in the amount of $3,674,500. The letters of credit were issued by JP Morgan Chase Bank. On August 10, 2011, First Industrial Realty Trust, Inc. substituted the letters of credit with bonds. The bonds were issued by RLI Insurance Company.

On November 7, 2011 a thirty percent (30%) reduction to the faithful performance and material and labor security was processed. The faithful performance bond was reduced by $1,469,425. The material and labor security was reduced by $735,000. The agreement included a 30% contingency due to improvement plans not being approved at the time the final map and agreement went to Council. Therefore, the original bond amounts without the extra contingency are $5,878,000 for faithful performance and $ 2,939,000 for material and labor.

The required improvements received on-going inspection during the construction process. Upon completion of the improvements, Community & Economic Development Department/Land Development performed an inspection, and a punch list was generated. The required corrective actions have been completed, and the improvements are now eligible for acceptance into the City's maintained street system.

DISCUSSION

The completed improvements have received a final inspection, and the improvements were completed in accordance with the approved plans and the standards of the City of Moreno Valley. In accordance with the Streets and Highway Code, the method for acceptance of improvements, per Section 1806, (a), and (b), is by action of the governing body, by resolution.

It is therefore appropriate to accept those improvements into the City's maintained street system and to provide a 90% reduction to the Faithful Performance security. The faithful performance bond will be reduced by $5,290,200. Ninety days after City Council approves the Faithful Performance Bond reduction, the Material and Labor Bond will be exonerated by the City Engineer provided there are no stop notices or liens on file with the City Clerk. The remaining 10% of the bond will be held for the one-year guarantee and warranty period. At the end of the guarantee and warranty period the bond will be released by the

City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Adopt the proposed Resolution authorizing the acceptance of the public improvements within PA07-0165 (PM 35859) as complete and accepting the portions of Knox Street, San Michele Road, Nandina Avenue and Perris Boulevard associated with the project into the City's Maintained Street system. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

2. Do not adopt the proposed Resolution authorizing the acceptance of the public improvements within PA07-0165 (PM 35859) as complete and accepting the portions of Knox Street, San Michele Road, Nandina Avenue and Perris Boulevard associated with the project into the City's Maintained Street system. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

FISCAL IMPACT

The acceptance of these street improvements into the City's maintained street system will create an additional fiscal impact to the street maintenance program of the City (Fund 2000-Gas Tax, Fund 2001-Measure "A", and Fund 2008-NPDES. Fund 2000 is restricted to the construction and maintenance of streets and roadways. Fund 2001 is restricted for transportation projects only for the purposes of construction, maintenance and operation of streets and roadways. The County Service Area (CSA) levy collected from property owners support current NPDES Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the CSA 152 annual levy are restricted for use only within the Storm Water Management program).

NOTIFICATION

Publication of agenda

ATTACHMENTS

Attachment 1 – Vicinity Map
Attachment 2 – Proposed Resolution

Prepared By:
Liz Plazola
Sr. Administrative Assistant

Department Head Approval:
Ahmad R. Ansari
Public Works Director/City Engineer

Concurred By:
Mark W. Sambito, P.E.
Engineering Division Manager

Department Head Approval:
John C. Terell
Interim Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

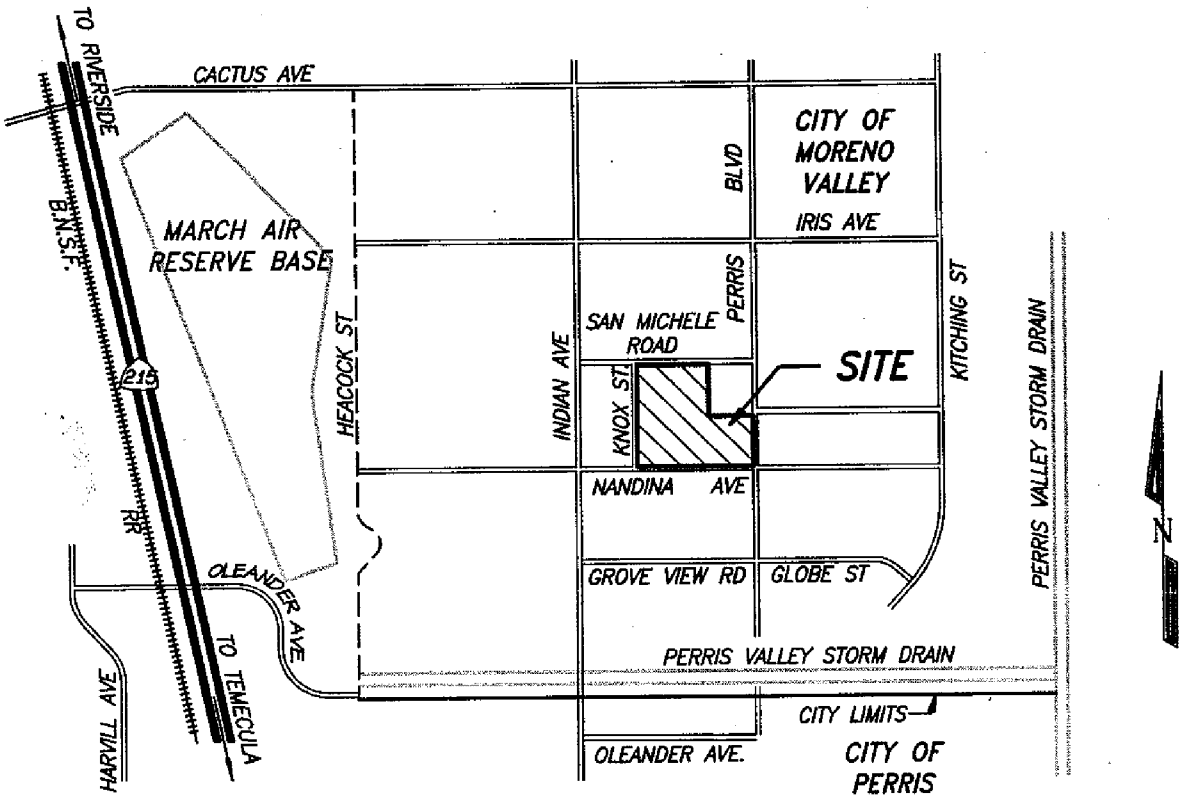

VICINITY MAP

NOT TO SCALE

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** Attachment 1	**PA07-0165** **PM 35859** **LOCATION MAP**

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MV00208493

RESOLUTION NO. 2013-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE WITHIN PA07-0165 (PARCEL MAP 35859) AND ACCEPTING THE PORTIONS OF KNOX STREET, SAN MICHELE ROAD, NANDINA AVENUE AND PERRIS BOULEVARD ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by First Industrial Realty Trust, Inc. on Knox Street, San Michele Road, Nandina Avenue and Perris Boulevard associated with the project were constructed according to the approved plans on file with the City of Moreno Valley, and

WHEREAS, the City Engineer has determined that those improvements were inspected during construction and were completed in an acceptable manner, and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public improvements as complete within PA07-0165 (Parcel Map 35859) and accept Knox Street, San Michele Road, Nandina Avenue and Perris Boulevard associated with the project into the City's maintained street system, and

WHEREAS, it is in accordance with Streets and Highway Code, Section 1806, (a) and (b), for City Council to perform this action by resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: that the public improvements within PA07-0165 (Parcel Map 35859) are complete, and Knox Street, San Michele Road, Nandina Avenue and Perris Boulevard associated with the project are accepted into the City's maintained street system.

APPROVED AND ADOPTED this 25th day of June, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-56 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: June 25, 2013

TITLE: AUTHORIZATION TO AWARD AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES TO KTU+A FOR THE CITY OF MORENO VALLEY BICYCLE MASTER PLAN UPDATE - PROJECT NO. 801 0045 70 76

RECOMMENDED ACTION

Recommendations:

1. Approve the Agreement for Professional Consultant Services with KTU+A, for the City of Moreno Valley Bicycle Master Plan Update project.

2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with KTU+A.

3. Authorize the issuance of a Purchase Order to KTU+A in the amount of $134,381.00 when the Agreement has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with KTU+A, up to but not to exceed the Purchase Order amount, subject to the approval of the City Attorney.

BACKGROUND

The City of Moreno Valley received a Fiscal Year 2012/2013 (FY 12/13) grant from the Caltrans Community Based Transportation Planning program to update the City's Bicycle Master Plan. On October 9, 2012, the City Council accepted the grant and appropriated funds for the project. Project expenses shall be reimbursed for the project

up to $136,250. Eligible expenditures for this competitive grant program are limited to transportation planning efforts associated with the project.

DISCUSSION

The Bicycle Master Plan (BMP) Update Project serves three primary purposes. The first purpose is to bring the City's bicycle plan into conformance with the Western Riverside Council of Governments (WRCOG) Non-motorized Transportation Plan and other regional plans. The second purpose is to bring the City's BMP up to date with the current State of the Practice in terms of buffered bicycle lanes, bicycle boulevards, enhanced traffic signal detection, bicycle boxes at destinations/modal transfer points, and other ongoing research. The third purpose is to identify deficiencies within the existing network. The identification of missing links, needed extensions among residential areas and schools/parks and employment/retail centers, and needed connections to regional/adjacent jurisdiction facilities would enable the City to improve mobility and accessibility within the City as well as the region. Furthermore, it would allow the City to enhance the utilization of the existing network of bicycle lanes by making bicycling a more viable option as a mode of transportation. Finally, identification of deficiencies would allow the City to address potential safety concerns that are discovered.

In order to proceed with the planning efforts for the proposed BMP Update, staff solicited proposals from professional consultants. Requests for Proposals for Professional Consultant Services were requested by mass email to a list of several hundred professional consultants within the City's database, posting to the City Website, and advertisement in the Press Enterprise. Five (5) firms responded by submitting proposals. A Selection Review Committee, comprised of Public Works Staff Engineers and a Caltrans representative, reviewed and rated all proposals, based on qualification based selection criteria. After interviewing all firms, KTU+A was selected as the most qualified consultant to complete the subject project.

The consultant will collect data, conduct public outreach workshops, and develop a BMP Update. Input from the public and other stakeholders will be sought during the development of the BMP Update through the multiple workshops. The final BMP will be brought to the Planning Commission for review and recommendation prior to being brought before the City Council for approval.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this Staff Report. *This alternative will allow the City to move forward in updating its BMP and remain on schedule.*

2. Do not approve and authorize the recommended actions as presented in this Staff Report. *This alternative will delay the update of the BMP and possibly put grant funds at risk.*

FISCAL IMPACT

The project is funded with Measure A (Fund 2001). The Caltrans CBTP Program grant will provide for reimbursement of up to $136,250 (~90% of project costs). There will be no impact to the General Fund.

FISCAL YEAR 2012/2013 BUDGETED FUNDS:

Fiscal Year 2012/2013 Budget (Account No. 2001-70-76-80001)	$150,000
Total	$150,000

ESTIMATED PROJECT RELATED COSTS:

Consultant Services	$135,000
Project Administration	$15,000
Total	$150,000

ANTICIPATED PROJECT SCHEDULE:

Complete Bicycle Master Plan Update ..... November 2014

CITY COUNCIL GOALS

PUBLIC SAFETY:

Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

ATTACHMENTS

Attachment 1: Agreement with KTU+A

Prepared By:
Michael Lloyd, P.E.
Senior Engineer

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Eric Lewis, P.E., T.E.
City Traffic Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 801 0045 70 76

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and KTU+A, a (California corporation) hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

DESCRIPTION OF PROJECT

1. The project is described as professional consultant services for:

CITY OF MORENO VALLEY BICYCLE MASTER PLAN UPDATE

Project No. 801 0045 70 76

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of **$134,381.00** in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on **February 28, 2015** unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "E" attached hereto and incorporated by this reference.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

12. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the

responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

15. (a) The Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, MVHA, and CSD, their officers, agents or employees.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, MVHA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other

obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, MVHA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents, or employees.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant, its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such General Liability Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

GENERAL LIABILITY

Bodily Injury	$1,000,000 per occurrence
Property Damage	$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, MVHA and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) The City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents shall be named

as additional insured on all policies of insurance except errors and omissions and worker's compensation.

(h) A Certificate of Insurance and appropriate additional insured endorsement evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(i) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy."

(j) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(k) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that

cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

(b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either

written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

25. The City and the Consultant agree that, to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

27. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this

Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
Mayor

_____
Date

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

KTU+A

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

Attachments: Exhibit A – City's Request for Proposal
Exhibit B – Consultant's Proposal
Exhibit C – City's Responsibility
Exhibit D – Terms of Payment
Exhibit E – Consultant's Schedule

REQUEST FOR PROPOSAL
FOR PROFESSIONAL CONSULTANT SERVICES

CITY OF MORENO VALLEY
BICYCLE MASTER PLAN UPDATE
PROJECT NO. 801 0045 70 76

I. INVITATION

Your firm is hereby invited to submit a proposal for professional consultant services for the City of Moreno Valley Bicycle Master Plan Update project.

Six copies (one (1) of the copies will be unbound and paper clipped, with no tabs, holes, perforations, or cardboard inserts, suitable for copying with an automatic-feed copy machine) of your proposal shall be submitted no later than **5:00 p.m., April 18, 2013**, addressed to Transportation Engineering Division, 14177 Frederick Street (hand delivery), P.O. Box 88005, Moreno Valley, California 92552-0805 (mail delivery), Attention: Michael Lloyd, Senior Engineer. Inquiries relating to this RFP should be directed to Michael Lloyd at michaell@moval.org or 951.413.3140 prior to April 11, 2013. Any inquiries after April 11, 2013 will not be addressed.

II. PROJECT DESCRIPTION

This project will update the City of Moreno Valley's Bicycle Transportation Plan such that it conforms to the Western Riverside Council of Governments (WRCOG) Non-motorized Transportation Plan as well as other regional plans. Furthermore, the update would identify deficiencies and opportunities in the existing system of bicycle lanes located within the City and connectivity to adjacent jurisdictions.

Background

There are three primary purposes in updating the Moreno Valley Bicycle Transportation Plan. The first purpose is to bring the City's plan into conformance with the WRCOG Non-motorized Transportation Plan and other regional plans. The WRCOG plan is a component of the region's efforts to assist the Southern California Association of Governments (SCAG) to address regional reductions of greenhouse gases as required by SB 375. Other regional plans would include the Compass Blue Print Plan for the Alessandro Boulevard Corridor as well as adjacent jurisdiction plans. The second purpose is to bring the City's plan up to date with the current State of the Practice to take advantage of the latest innovations, including buffered bicycle lanes, bicycle boulevards, enhanced traffic signal detection, bicycle boxes, and other ongoing research. Furthermore, the current City plan may not represent the best strategies to integrate all of the other modes of transportation such as Metrolink, Amtrak California bus service, Riverside Transit Agency (RTA) bus service, etc. The third purpose is to identify deficiencies within the existing network. The identification of missing links, needed extensions to residential areas and schools/parks and employment centers/retail centers, and required connectivity to regional/adjacent jurisdiction facilities that would enable the City to improve mobility and accessibility within the City as well as the region. Furthermore, it would allow the City to enhance the utilization of the existing network of bicycle lanes by making bicycling a more viable option as a modal choice. Based upon current estimates, the existing system is underutilized. The updated plan is anticipated to

EXHIBIT A

increase ridership. Finally, identification of deficiencies would allow the City to address potential safety concerns that are discovered.

III. PROJECT FUNDING AND SCHEDULE

The Project is funded by the Caltrans Community Based Transportation Planning (CBTP) Grant under the jurisdiction of Caltrans District 8 Division of Planning with the City matching funds from Measure A (1/2 Cent Local Sales Tax). The budget for this project is $135,000. It is imperative that all activities associated with this project conform to the Fund Transfer Agreement Number 74A0688 (**Attachment A**), otherwise, funding will be jeopardized.

SCHEDULE

The City's tentative schedule is the following:

Proposals due:	April 18, 2013
Consultant Interviews:	May 13, 2013
Award of Consultant Contract:	June 18, 2013

The project must be completed by November 2014 in order to meet CBTP requirements. However, the City desires to complete the project prior to the Spring of 2014.

IV. SCOPE OF SERVICES

The following scope of work provides an outline of services that are expected to be offered as part of the development of the Bicycle Master Plan Update. A comprehensive scope of work is provided as **Attachment B**. The work shall be in accordance with the requirements of the Fund Transfer Agreement 74A0688, City of Moreno Valley standards, City of Moreno Valley General Plan, Caltrans Highway Design Manual (latest version), and the California Manual on Uniform Traffic Control Devices (latest version).

A. **Public Outreach – The consultant shall hold three workshops intended to seek public input on plan vision/goals, existing deficiencies and opportunities, and suggestions. The Consultant shall provide translation services for Spanish speaking participants at the workshops.**

B. **Data Collection and Analysis – The consultant shall inventory existing bicycle facilities within the City, review regional plans, identify other modes of travel within the City, and review bicycle facility State of the Practice to be summarized in memo format with exhibits and maps.**

C. **Bicycle Master Plan Development and Adoption – The consultant shall incorporate findings from public outreach as well as data collection/analysis to develop the Bicycle Master Plan in compliance with the Caltrans Bicycle Transportation Act as well as the Streets and Highway Code Section 891.2, items a through k. The consultant shall assist City staff with the adoption process that includes presentations to the City Recreational Trails Board, Planning Commission, and City Council.**

V. CONSULTANT'S PROPOSAL AND COMPENSATION

The Consultant's Proposal shall be no more than 20 pages, excluding a cover letter of up to two pages, dividers, and certificates. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration.

At a minimum, the Proposal shall include the following sections:

A. **Project Understanding:** This section should clearly convey clear understanding of the nature of the work, indemnification of major project issues and proposed solutions thereof, from both the Consultant and the sub-consultants (consultant team).

B. **Approach and Management Plan:** This section provides the consultant team's proposed approach and management plan for providing services. Include an organization chart showing proposed relationship among consultant team/staff as well as any other parties that may have significant role in the delivery of this project.

C. **Qualifications and Experience:** Provide qualifications and experience of the team for this project. Emphasize the specific qualifications and experience from projects similar to this project for the key team members including references. Identify and provide in-depth information for the proposed Consultant Project Manager's qualifications, track record and relevant experience.

D. **Staffing Plan:** Discuss staffing plan, workload, both current and anticipated, for all key team members, and their capacity to perform the requested services according to the proposed schedule. Discuss the firm/team's approach for completing the services required for this project within budget and schedule.

E. **Work Plan and Schedule:** Include a description of how each task of the project will be conducted, identification of deliverables for each task and implementation schedule. The work plan should include sufficient detail to demonstrate a clear understanding of the project. Discuss the consultant team's approach for completing the project.

F. **Quality Control and Assurance:** Discuss QA/QC proposed for each phase/deliverable for this project, including various independent reviews.

G. **Additional Relevant Information:** Provide additional relevant information that may be helpful in the selection process (not to exceed two pages).

The Consultant's Proposal shall include the following statements:

A. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.

B. A statement that this RFP and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services (a sample of the Agreement is attached as **Attachment C**) for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley. **The Statement must include that the Consultant will be able to execute the City standard agreement without any modifications.**

C. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."

D. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this RFP.

E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.

F. A resource allocation matrix *must* be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns. The resource allocation matrix and the project schedule are required of both the primary consultant, as well as any sub-consultant.

G. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.

   A statement that the Consultant acknowledges and understands that the consultant will not be allowed to change the sub-consultant without written permission from the City.

H. A statement that all charges for Consultant is a "Not-to-Exceed Fixed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.

I. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.

J. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the field.

K. A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP. **An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of your Fee Proposal submittal.** All extra work will require prior approval from the City.

L. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

M. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.

N. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.

O. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.

P. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

Q. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

R. A statement that the Consultant acknowledges this project is funded by a Community Based Transportation Planning Grant as administered by Caltrans and that the Consultant shall abide by the provisions of Fund Transfer Agreement 74A0688 as applicable.

S. Complete Disclosure of Lobbying Activities (Form LLL – see attached).

T. Complete Proposer's List of Subconsultants.

U. The Consultant shall provide its complete name and address, including whether Consultant is an individual, a partnership, or a corporation. The Consultant shall list the location of the office where Consultant's work will be available for inspection by local agency and State representatives.

VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES

A. The Consultant shall be required to comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

B. The Consultant is required to submit certified payrolls weekly. This applies to all applicable field personnel working on the project. In accordance with Section 1771.5 (b) (5) of the California Labor Code, the City will withhold payments when the payroll records are delinquent or inadequate.

VII. PAYMENT TO CONSULTANT

A. This work is to be performed for a "Not-to-Exceed Fixed Fee." This method of payment is similar to the Cost per Unit Work, which is defined in Chapter 10 of the Caltrans LAPM, as follows: The Consultant is paid based on the work performed.

B. The Consultant shall provide a "Payment Schedule" indicating the fee for individual tasks with a "Not-to-Exceed Fixed Fee" which shall be the sum of all tasks.

C. Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.

D. The City will pay the Consultant for work completed at the completion of the defined milestones. There will be no monthly invoice payments unless specifically identified otherwise below. These Milestones are:

1. Public Outreach complete (monthly invoices allowed).
2. Data Collection and Analysis complete (invoices by sub-tasks allowed).
3. 65% Draft Master Plan complete.
4. 90% Draft Master Plan complete.
5. Master Plan Adoption.

The City shall make sole and final determination if a milestone as described above is complete and acceptable for payment.

E. Milestone invoice payments and where applicable monthly invoices will specifically identify job title, person-hours, and costs incurred by each task or it will be rejected and asked to be re-submitted.

F. Sub-categorization of tasks is permitted to better define the task for payment.

G. Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the "Not-to-Exceed Fixed Fee" under the task/sub-task in which they were incurred.

H. All tasks including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage, and delivery shall have supporting documentation presented at the time payment is requested.

I. The City will pay the Consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."

J. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an "Amendment to the Agreement" will be executed between the City and Consultant.

K. Payment will be based on hourly rate for work completed associated with each applicable task as identified in the consultant's proposal.

VIII. INSURANCE

A. The Consultant shall provide Errors and Omissions Professional Insurance. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

B. The Consultant shall have Public Liability and Property Damage Insurance in the amounts as follows:

GENERAL LIABILITY		
Bodily Injury	$1,000,000	per occurrence
Property Damage	$ 500,000	per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

C. The Consultant shall have Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment in the amount of not less than $1,000,000.

D. The Consultant shall have Workers' Compensation Insurance in the amounts as will fully comply with the laws of the State of California.

E. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

"Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing

Authority, and the Moreno Valley Community Services District, its officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, its officers and employees and agents, under any third party liability policy."

F. Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

G. The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverage's nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the Agency, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amount established.

H. It is the consultant's responsibility to ensure that all subconsultants comply with the following: Each subconsultant that encroaches within the City's right-of-way **and** affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City's Land Development Division. Examples of such subconsultant work include soil sample borings, utility potholing, etc.

The "Application for Encroachment Permit" form (four pages), including "Application for Encroachment Permit Liability Insurance Requirements," is available in the Land Development Division and must be completed and submitted in full to the City Project Manager. It is the Consultant's responsibility to ensure that all subconsultants submit the appropriate encroachment permit and insurance documentation at the same time that the Consultant's insurance documentation is submitted.

IX. INDEMNIFICATION

A. To the maximum extent allowable by law, the Consultant, when functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), Eastern Municipal Water District and Riverside County Flood Control and Water Conservation District, their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, MVHA and CDS, their officers, agents or employees.

B. The consultant, when not functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), and

the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, MVHA, and CSD, their officers, agents or employees.

C. The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, MVHA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, MVHA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

X. TERMINATION FOR CONVENIENCE OF THE CITY

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

XI. INDEPENDENT CONTRACTOR

The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent Contractor. The personnel performing said Surveying Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said work shall be responsible for all employee reports and obligations, including but not necessarily restricted to, social security, income tax withholding, unemployment compensation, and Workers' Compensation.

XII. CONTRACT

The Contract includes the Agreement for Professional Consultant Services, City's Request for Proposal, Consultant's Proposal, and Exhibits.

The Political Reform Act and the City's Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

XIII. GENERAL CONDITIONS

A. Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this Proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement.

   The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant.

B. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).

C. The City reserves the right to reject any or all Proposals submitted. Any Contract awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.

XIV. OTHER REQUIREMENTS

The following requirements are mandatory:

A. The Consultant shall commence services upon written direction to proceed from the City. No charges are to be incurred prior to the Notice to Proceed. A Notice to Proceed shall be issued after the contract has been signed by both the Consultant and City.

B. The Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to City, State, and the Federal Highway Administration at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to City, State, and the Federal Highway Administration. Such records shall be maintained by the Consultant for three (3) years following receipt of final payment.

C. Cost Principles – Title 48 Code of Federal Regulations (CFR) Chapter 1, Part 31 and Uniform Administrative Requirements, Title 49 CFR, Part 18 are incorporated herein by reference. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by the Consultant to the City.

D. The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this agreement. For breach or violation of this warranty, the City shall have the right to annul this agreement without liability, or at its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

E. Subcontractors, Assignment and Transfer - Consultant services are considered to be a personal relationship between the City and the Consultant; therefore, subcontracting, assignment, or transfer of any of the work except as otherwise provided for in the executed agreement is expressly prohibited. All subcontracts exceeding $25,000 in cost shall contain all required provisions of the prime contract.

F. Reimbursement for transportation and subsistence costs shall not exceed the rates to be paid non-represented employees under current State Department of Personnel Administration rules listed in the Caltrans Travel Guide.

XV. SELECTION CRITERIA

The Consultant may be invited to a selection interview. The Proposals will be rated/ranked according to the following criteria:

A. The Firm's General Experience and Qualification Information (20 points) – Information about the company (and all sub-consultants) including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services.

B. Experience of Key Personnel (40 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with state and federal procedures, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies.

C. Project Approach/Understanding (40 points) – Discussion of major issues identified on the project and how the consultant team plans to address them; the management approach and organization necessary to complete the specific project; and outline quality control measures to ensure delivery of a quality product on time and within budget.

Attachments (incorporated by reference):

Attachment A – Fund Transfer Agreement Number 74A0688
Attachment B – Comprehensive Scope of Work
Attachment C – City Standard Consultant Agreement (no changes to this agreement will be allowed)

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FUND TRANSFER AGREEMENT

THIS FUND TRANSFER AGREEMENT (FTA), between the State of California acting by and through its Department of Transportation, referred to herein as CALTRANS and City of Moreno Valley hereinafter referred to as AGENCY, will commence on **January 2, 2013**, or approval by CALTRANS, whichever occurs later. This FTA is of no effect unless approved by CALTRANS. Agency shall not receive payment for work performed prior to approval of the FTA and before receipt of Notice to Proceed by the CALTRANS Contract Manager. This FTA shall expire on **February 28, 2015**.

RECITALS

1. Under this FTA, CALTRANS is conveying State grant funds to AGENCY, pursuant to Budget Act Line Item 2660-102-0042T, who will conduct transportation studies and planning within the regional area under the jurisdiction of AGENCY.

2. AGENCY has agreed to implement City of Moreno Valley Bicycle Master Plan Update, hereinafter the Project, subject to the terms and conditions of this FTA. The Scope of Work and Project timeline are attached hereto as **Attachment II**.

3. The resolution authorizing AGENCY to execute this FTA pertaining to the above described Project is attached hereto as **Attachment I**.

4. All services performed by AGENCY pursuant to this FTA are intended to be performed in accordance with all applicable State and AGENCY laws, ordinances, regulations, and CALTRANS published manuals, policies, and procedures. In case of conflict between State and AGENCY laws, ordinances, or regulations, the order of precedence applicability of these laws shall be State and AGENCY laws and regulations respectively.

5. Project funding is as follows:

FUND TITLE	FUND SOURCE	DOLLAR AMOUNT
SHA	State	$136,250.00

6. This FTA is exempt from legal review and approval by the Department of General Services, pursuant to Public Contract Code Section 10295.

ATTACHMENT A

SECTION I

AGENCY AGREES:

To timely and satisfactorily complete all Project Work described in **Attachment II** within the project budget and in accordance with the items of this FTA.

SECTION II

IT IS MUTUALLY AGREED:

In consideration of the foregoing and the mutual promises of the parties hereto, AGENCY and CALTRANS agree as follows:

1. **Notification of Parties**

   a. AGENCY's Project Manager is Michael Lloyd, (951) 413-3146.

   b. CALTRANS' Contract Manager is Rebecca Forbes (909) 388-7139

   c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

   City of Moreno Valley
   Attention: Michael Lloyd, Grantee Project Manager
   14177 Frederick Street, P.O. Box 88005
   Moreno Valley, CA 92552-0805

   California Department of Transportation
   District 8/Planning
   Attention: Rebecca Forbes, Contract Manager
   464 West 4th Street MS#722
   San Bernardino, CA 92401

2. **Period of Performance**

   a. Reimbursable work under this FTA shall begin no earlier than on **January 2, 2013**, contingent upon the approval by CALTRANS and receipt of the Notice to Proceed letter of this FTA by the CALTRANS Contract Manager, and will expire on **February 28, 2015**.

b. AGENCY will attend a kickoff meeting with CALTRANS to be scheduled within one (1) week from receipt of Notice to Proceed letter by the CALTRANS' Contract Manager.

3. **Changes in Terms/Amendments**

This FTA may only be amended during the period of performance by mutual written agreement of the parties signed by the signatories or their successors.

4. **Cost Limitation**

a. The total amount reimbursable to AGENCY pursuant to this FTA by CALTRANS shall not exceed **$136,250.00**.

b. It is agreed and understood that this FTA fund limit is an estimate and that CALTRANS will only reimburse the cost of services actually rendered as authorized by the CALTRANS Contract Manager at or below that fund limitation established hereinabove.

5. **Termination**

a. CALTRANS reserves the right to terminate this FTA upon written notice to AGENCY at least thirty (30) days in advance of the effective date of such termination in the event AGENCY fails to proceed with PROJECT work in accordance with the terms of this FTA.

b. In the event of termination, CALTRANS will reimburse AGENCY for all allowable, authorized costs up to the date of termination.

c. AGENCY has sixty (60) days after the Termination Date to submit invoices to CALTRANS to make final allowable payments for Project costs in accordance to the terms of this FTA.

6. **Budget Contingency Clause**

a. It is mutually agreed that if the U.S. Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this FTA does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CALTRANS shall have no liability to pay any funds whatsoever to AGENCY or to furnish any other considerations under this Agreement and AGENCY shall not be obligated to perform any provisions of this FTA.

b. If funding for any fiscal year is reduced or deleted by the U.S. Congress or the State Legislature for purposes of this program, CALTRANS shall have the option

to either terminate this Agreement with no liability occurring to CALTRANS, or offer a FTA Amendment to AGENCY to reflect the reduced amount.

7. **Payment and Invoicing**

a. The method of payment for this FTA will be based on actual allowable costs. CALTRANS will reimburse AGENCY for expended actual allowable direct costs and including, but not limited to labor costs, travel, and contracted consultant services costs incurred by AGENCY in performance of the Project work. Indirect costs are reimbursable only if the AGENCY has an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section II - Cost Principals, Item 9 d.** The total cost shall not exceed the cost reimbursement limitation set forth in **Section II - Cost Limitations, Item 4. a.** Actual costs shall not exceed the estimated wage rates, labor costs, travel and other estimated costs and fees set forth in **Attachment II** without an amendment to this FTA, as agreed between CALTRANS and AGENCY.

b. Reimbursement of AGENCY expenditures will be authorized only for those allowable costs actually incurred by AGENCY in the performance of the Project work. AGENCY must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this FTA and before the Expiration Date, but must have also paid for those costs to claim any reimbursement.

c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to AGENCY, its sub-recipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: http://www.dot.ca.gov/hq/asc/travel/ap_b/bu1.htm

d. AGENCY may submit invoices to CALTRANS at least quarterly but no more frequently than monthly in arrears for completion of milestones in accordance with the Project Timeline in **Attachment II** to the satisfaction of the CALTRANS' Contract Manager. Invoices shall reference this FTA Number and shall be signed and submitted to the CALTRANS' Contract Manager at the following address, as stated in **Section II - Notification of Parties, Item 1.c.**

e. Invoices shall include the following information:

1) Names of the AGENCY personnel performing work
2) Dates and times of project work
3) Locations of project work

4) Itemized costs as set forth in **Attachment II**, including identification of each employee or subcontractor staff that provided services during the period of the invoice, the number of hours and hourly rates for each employee or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and subcontractor invoices.

5) AGENCY shall submit written progress reports with each set of invoices to allow the CALTRANS' Contract Manager to determine if AGENCY is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

f. Incomplete or inaccurate invoices shall be returned to the AGENCY unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this FTA for material breach per **Section II - Termination, Item 5.**

g. CALTRANS will reimburse AGENCY for all allowable Project costs at least quarterly but no more frequently than monthly in arrears as promptly as CALTRANS fiscal procedures permit upon receipt of an itemized signed invoice.

h. The FTA Expiration Date refers to the last date for AGENCY to incur valid Project costs or credits and is the date the FTA expires. AGENCY has sixty (60) days after that Expiration Date to make final allowable payments to Project contractors or vendors, submit the Project's Final Product(s) as defined in **Attachment II** and final invoice to CALTRANS for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the sixtieth (60th) day will be reverted and will no longer be accessible to reimburse late Project invoices.

8. Local Match Funds

a. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds will be made or allowed only for work performed on and after the date of issuance of the Notice to Proceed and prior to the Expiration Date of this FTA.

b. AGENCY agrees to contribute the statutorily required local contribution of matching funds if any is specified within this FTA or in any Attachment hereto, toward the actual cost of the services described in **Attachment II**. AGENCY shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found in the Environmental Justice and Community-Based Transportation Planning Handbook located at the Office of Community Planning website: http://www.dot.ca.gov/hq/tpp/offices/ocp/ej_cbtp_toolbox.html

9. Cost Principles

a. AGENCY agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 225 (formerly Office of Management and Budget Circular A-87), Cost Principles for State, Local and Tribal Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

b. AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this FTA shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

c. Any Project costs for which AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by AGENCY to CALTRANS. Should AGENCY fail to reimburse moneys due CALTRANS within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, CALTRANS is authorized to intercept and withhold future payments due AGENCY from CALTRANS or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.

d. Prior to AGENCY seeking reimbursement of indirect costs, AGENCY must prepare and submit annually to CALTRANS an Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal in accordance with 2 CFR, Part 225 and Local Assistance Procedures Manual (LPP 04-10).

10. Americans with Disabilities Act

By signing this FTA, AGENCY assures CALTRANS that in the course of performing Project work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

11. Indemnification

Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by AGENCY, its officers, employees, agents or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon AGENCY under this FTA. It is understood and agreed that AGENCY, its officers, employees, agents, or subcontractors shall fully defend, indemnify and save harmless CALTRANS and all its officers and employees from all claims, suits or actions of every name, kind and description occurring by reason of anything done or omitted to be done by AGENCY, its officers, employees, agents or subcontractors under this FTA.

12. Non-Discrimination

a. During the performance of this FTA, AGENCY and all of its sub-recipients and its sub-contractors, if any, shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave. AGENCY, its subcontractors, and sub-recipients shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. AGENCY, its subcontractors and sub-recipients shall comply with the provisions of the Fair Employment and Housing Act (Government Code [GC] Section 12900 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing GC Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this FTA by this reference and are made a part hereof as if set forth in full. AGENCY, its subcontractors, and sub-recipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other collective bargaining agreements in place.

b. AGENCY shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this FTA.

13. Retention of Records/Audits

a. AGENCY, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of AGENCY, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide

support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of AGENCY, its contractors, subcontractors and sub-recipients connected with Project performance under this FTA shall be maintained for a minimum of three (3) years from the date of final payment to AGENCY and shall be held open to inspection, copying, and audit by representatives of CALTRANS, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by AGENCY, its contractors, its subcontractors and sub-recipients upon receipt of any request made by CALTRANS or its agents. In conducting an audit of the costs and match credits claimed under this FTA, CALTRANS will rely to the maximum extent possible on any prior audit of AGENCY pursuant to the provisions of State and Agency law. In the absence of such an audit, any acceptable audit work performed by AGENCY's external and internal auditors may be relied upon and used by CALTRANS when planning and conducting additional audits.

b. For the purpose of determining compliance with applicable State and Agency law in connection with the performance of AGENCY's contracts with third parties pursuant to GC Section 8546.7, AGENCY, AGENCY's sub-recipients, contractors, subcontractors, and CALTRANS shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to AGENCY under this FTA. CALTRANS, the California State Auditor, or any duly authorized representative of CALTRANS or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and AGENCY shall furnish copies thereof if requested.

c. AGENCY, its sub-recipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other AGENCY of the State of California designated by CALTRANS, for the purpose of any investigation to ascertain compliance with this FTA.

d. Additionally, all grants may be subject to a pre-award audit prior to execution of the FTA to ensure AGENCY has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.

14. <u>Disputes</u>

a. Any dispute concerning a question of fact arising under this FTA that is not disposed of by agreement shall be decided by the CALTRANS Contract Officer,

who may consider any written or verbal evidence submitted by AGENCY. The decision of the CALTRANS Contract Officer shall be CALTRANS final decision regarding the dispute.

b. Neither the pendency of a dispute nor its consideration by the CALTRANS Contract Officer will excuse AGENCY from full and timely performance in accordance with the terms of the FTA.

15. Third-Party Contracts

a. AGENCY shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without prior written authorization by CALTRANS Contract Manager unless expressly included (sub-recipient identified) in **Attachment II** as part of the identified Project work.

b. AGENCY may use their procurement procedures as long as they comply with 49 CFR, Part §18.36 and Local Assistance Procedures Manual, Chapter 10. All government funded consultant procurement transactions must be conducted using a fair and competitive procurement process that is consistent with 49 CFR, Part §18.36.

c. Any subcontract entered into as a result of this FTA shall contain all the provisions stipulated in this FTA to be applicable to AGENCY's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors must be submitted to the CALTRANS Contract Manager.

d. CALTRANS does not have a contractual relationship with the AGENCY's sub-recipients, contractors, or subcontractors and the AGENCY shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.

e. Prior authorization in writing by the CALTRANS Contract Manager shall be required before AGENCY enters into any non-budgeted purchase order or sub-agreement for supplies, or consultant services. AGENCY shall provide an evaluation of the necessity or desirability of incurring such costs.

f. Any subcontract entered into by AGENCY as a result of this FTA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section II - Payments and Invoicing, Item 7 c.**

16. Drug-Free Workplace Certification

By signing this FTA, AGENCY hereby certifies under penalty of perjury under the laws of California that AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 (GC Section 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by GC Section 8355(a).

b. Establish a Drug-Free Awareness Program as required by GC Section 8355(b) to inform employees about all of the following:

   1) The dangers of drug abuse in the workplace.
   2) The person's or organization's policy of maintaining a Drug-Free workplace.
   3) Any available counseling, rehabilitation, and employee assistance programs.
   4) Penalties that may be imposed upon employees for drug abuse violations.

c. Provide, as required by GC Section 8355(c), that every employee who works on the proposed contract or grant:

   1) Will receive a copy of the company's Drug-Free policy statement.
   2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

Failure to comply with these requirements may result in suspension of payments under this FTA or termination of this FTA or both, and AGENCY may be ineligible for the award of any future state contracts if CALTRANS determines that any of the following has occurred: (1) AGENCY has made a false certification or, (2) agency violates the certification by failing to carry out the requirements as noted above.

17. Relationship of Parties

It is expressly understood that this FTA is an Agreement executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

18. State-Owned Data

a. AGENCY agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:

1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect CALTRANS data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.

2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.

3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.

4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.

5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.

6) Notify the CALTRANS Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.

7) Advise the owner of the State-owned data, the agency Information Security Officer, and the agency Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

b. AGENCY agrees to use the State-owned data only for State purposes under this FTA.

c. AGENCY agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). (State Administrative Manual (SAM) Section 5335.1)

19. Project Close Out/Final Product

a. AGENCY will provide four (4) copies and four (4) electronic versions of the Final Product(s) to the CALTRANS Contract Manager.

b. CALTRANS reserves the right to withhold final payment to AGENCY pending receipt of Final Product(s) to the CALTRANS Contract Manager.

SECTION III

ATTACHMENTS:

The following attachments are incorporated into and are made a part of this FTA by this reference and attachment.

I. AGENCY Resolution
II. Scope of Work and Project Timeline

IN WITNESS WHEREOF, the parties hereto have executed this FTA on the day and year first herein above written:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: [signature]

Title: Staff Services Manager I

Date: 1/3/13

CITY OF MORENO VALLEY

By: [signature]
Henry Garcia
Title: City Manager

Date: 12/13/12

By: [signature]
Ahmad R. Ansari
Title: Public Works Director/City Engineer

Date: 12/13/12

By: [signature] by Paul Ehrlich DCA
Suzanne Bryant
Title: Acting City Attorney

Date:

SCOPE OF WORK:

City of Moreno Valley Bicycle Master Plan Update

The City of Moreno Valley Bicycle Master Plan Update project will update the City of Moreno Valley's Bicycle Transportation Plan such that it conforms to the Western Riverside Council of Governments Non-motorized Transportation Plan and position the City to assist in the regional effort to reduce greenhouse gases. Furthermore, the update would identify deficiencies in the existing system of bicycle lanes located within the City and connectivity to adjacent jurisdictions. The city intends to gather public input through a team effort approach to community workshops which will be the driving factor in establishing the vision and goals for the updated plan. It is the City of Moreno Valley's intent that once this plan is complete, it will lead to implementation and development (funding source to be determined).

The below scope of work reflects the anticipated process and deliverables for the City of Moreno Valley Bicycle Master Plan Update.

RESPONSIBLE PARTIES:

The City of Moreno Valley with the assistance of a consulting firm will perform this work. The City has not yet selected a consulting firm and the proper procurement procedures will be used through a competitive RFP process. Minor changes to the scope of work may be necessary to integrate innovative outreach approaches suggested by the consulting firm. City staff anticipates these figures will not differ substantially and will not exceed the grant request amount.

OVERALL PROJECT OBJECTIVES:

- Bring the City's Plan into conformance with the WRCOG Non-motorized Transportation Plan. Develop a Plan that is in compliance with the California Department of Transportation (Caltrans) Bicycle Transportation Act (BTA), Regional Compass Blue Print, and the Regional Transportation Plan/Sustainable Communities Strategy.
- Bring the City's Plan up to date with the current State of the Practice.
- Integrate the City's Plan with all of the other modes of transportation.
- Identify deficiencies within the existing network.
- Develop a Bicycle Master Plan that includes clear design guidelines that will lead to safe and attractive bicycle facilities and networks.
- Create clear and feasible goals and policies to improve ridership and awareness.
- Create an implementation plan for funding (potential grant opportunities) and construction.
- Develop relationships within the Community such that outreach and training would continue after the completion of the Plan.

ATTACHMENT B

1. Project Initiation

Task 1.1: Project Kick-off Meeting

- The City will hold a kick-off meeting with Caltrans staff to discuss grant procedures and project expectations including invoicing (at least quarterly but not more frequently than monthly), quarterly reporting, and all other relevant project information. Meeting summary will be documented.

- Responsible Party: The City

Task 1.2: Staff Coordination

- Monthly face-to-face project team meetings with consultants to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.

- Responsible Party: The City

Task 1.3: RFP for Consultant Services

- Complete an RFP process for selection of a consultant using the proper procurement procedures.

- Responsible Party: The City

Task	Deliverable
1.1	*Meeting Notes*
1.2	*Monthly Meeting Notes*
1.3	*Copy of the Procurement Procedures and Executed Consultant Contract*

2. Public Outreach

Task 2.1: Stakeholder Outreach

- City staff will contact stakeholders and notify them of the planned kick-off meeting (workshop #1) and request their attendance. City staff will also attend stakeholder organization meetings to inform members of the project and the kick-off meeting.

- Responsible Party: The City

Task 2.2: Workshop #1

- The Consultant will lead a workshop to present the project, develop the project vision and goals, and seek input on existing facility opportunities and constraints.

- Responsible Party: Consultant

Task 2.3: Workshop #2

- The consultant will lead a workshop to present findings of the data collection effort, review of regional plans and steps to integrate City's plans, review of State of the Practice. The Consultant will seek input regarding the findings and suggestions.

- Responsible Party: Consultant

Task 2.4: Workshop #3

- The Consultant shall present the preliminary plan to the stakeholders. Comments will be solicited for plan fine-tuning.

- Responsible Party: Consultant

Task	Deliverable
2.1	*List of prospective workshop attendees*
2.2	*Meeting Summary including project vision/goals and facility opportunities and constraints*
2.3	*Meeting Summary including stakeholder suggestions*
2.4	*Meeting Summary*

3. Data Collection and Analysis

Task 3.1: Inventory Existing City Facilities

- The Consultant shall inventory all existing bicycle facilities within the City of Moreno Valley. This shall include the identification of all Class I, II, and III bicycle facilities within the City; current condition of signing and striping for bicycle facilities within the City; identification of traffic signal locations with Bicycle Push Buttons and Bicycle Detector Loops; identification of existing locations with bicycle racks and/or lockers; etc. This task shall be performed subsequent to Task 2.2 and prior to Task 2.3.

- Responsible Party: Consultant

Task 3.2: Review Regional Plans

- The Consultant shall review the WRCOG Non-motorized Regional Plan, adjacent jurisdiction plans, applicable Compass Blue Print Plans, Regional Transportation Plan, and Sustainable Communities Strategy. Findings shall be integrated into the City's Plan. This task shall be performed subsequent to Task 2.2 and prior to Task 2.3.

- Responsible Party: Consultant

Task 3.3: Identify Other Modes of Transportation within City

- The Consultant shall review and document all other modes of transportation within the City. This shall include RTA bus routes, Metrolink transit centers, and Amtrak California bus stop locations. This task shall be performed subsequent to Task 2.2 and prior to Task 2.3.

- Responsible Party: Consultant

Task 3.4: Review Bicycle Facility State of the Practice

- The Consultant shall conduct a literature review of the current State of the Practice for Bicycle Facilities that shall include applicable laws and regulations, ongoing research, and programs utilized elsewhere. This task shall be performed subsequent to Task 2.2 and prior to Task 2.3.

- Responsible Party: Consultant

Task	Deliverable
3.1	*Summary Memo and Maps*
3.2	*Summary Memo and Exhibits*
3.3	*Summary Memo and Maps*
3.4	*Summary Memo and Exhibits*

4. Bicycle Master Plan Development

Task 4.1: 65 percent Draft Bicycle Master Plan

- Following the input received from Task 2.2 and the data collection is Tasks 3.1 through 3.4, the Consultant shall begin the process of preparing a draft Bicycle Master Plan. During this task, bicycle routes and classifications shall be proposed. Preliminary design guidelines should be prepared and

incorporated into the draft plans that are consistent with State and Federal standards and practices. The design guidelines shall reflect the needs of the Moreno Valley community. The consultant shall develop bicycle parking requirement standards that could be incorporated into new development. The Bicycle Master Plan shall be developed using the requirements of the Streets and Highway Code Section 891.2, Items a through k as well as Caltrans procedural requirements for funding to ensure that the plan will allow the City to compete for funding.

- Party Responsible: Consultant

Task 4.2: 90 percent Draft Bicycle Master Plan

- Following the input received from Task 2.3, the Consultant shall incorporate comments and make changes to the draft plan. Specific projects consistent with the plan shall be identified and prioritized.

- Responsible Party: Consultant

Task 4.3: Final Bicycle Master Plan

- Following any comments received from Task 2.4, the Consultant shall finalize the plan, including a list of specific projects, project prioritization, and cost estimates.

- Responsible Party: Consultant

Task 4.4: Adoption of Bicycle Master Plan

- The Consultant shall present the Final Bicycle Master Plan to the Recreational Trails Board, to the Planning Commission as a public hearing item, and to the Moreno Valley City Council as a public hearing item. Upon direction from City staff, the Consultant will revise the plan as necessary.

- Responsible Party: Consultant

Task	Deliverable
4.1	*65% Draft Bicycle Master Plan*
4.2	*90% Draft Bicycle Master Plan*
4.3	*Final (100%) Bicycle Master Plan*
4.4	*Approved Bicycle Master Plan*

5. Project Management and Administration

Task 5.1: Fiscal Administration

- Submit complete invoice packages to Caltrans District staff based on milestone completion, at least quarterly, but no more frequently than monthly.
- Responsible Party: The City

Task 5.2: Quarterly Reports

- Submit quarterly reports to Caltrans District staff providing a summary of project progress and grant/local match expenditures.
- Responsible Party: The City

Task	Deliverable
5.1	*Invoice Packages*
5.2	*Quarterly Reports*

AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 801 0045 70 76

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and _____, a (California corporation, partnership, sole ownership) hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

SAMPLE

ATTACHMENT C

DESCRIPTION OF PROJECT

1. The project is described as professional consultant services for:

CITY OF MORENO VALLEY BICYCLE MASTER PLAN UPDATE

Project No. 801 0045 70 76

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $_____ in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on **Month Date, Year** unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "E" attached hereto and incorporated by this reference.

SAMPLE

OR

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule as stated in the Notice to Proceed.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or

SAMPLE

employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

12. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

15. (a) The Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, MVHA, and CSD, their officers, agents or employees.

SAMPLE

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, MVHA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, MVHA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents, or employees.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant, its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

SAMPLE

(c) Such General Liability Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

GENERAL LIABILITY

Bodily Injury	$1,000,000 per occurrence
Property Damage	$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, MVHA and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

SAMPLE

(g) The City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents shall be named as additional insured on all policies of insurance except errors and omissions and worker's compensation.

(h) A Certificate of Insurance and appropriate additional insured endorsement evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(i) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy."

(j) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(k) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and

SAMPLE

coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the

SAMPLE

permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

(b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

SAMPLE

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

25. The City and the Consultant agree that, to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

27. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

SAMPLE

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

SIGNATURE PAGE FOLLOWS

SAMPLE

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0045 70 76

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
Department Head/Mayor/City Manager/FASD
(Select only one please)

_____
Date

Consultant Name

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

INTERNAL USE ONLY

ATTEST:

_____
City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head
(if contract exceeds $15,000)

_____
Date

Attachments: Exhibit A – City's Request for Proposal
Exhibit B – Consultant's Proposal
Exhibit C – City's Responsibility
Exhibit D – Terms of Payment
Exhibit E – Consultant's Schedule

CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

SAMPLE

EXHIBIT C

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed $_____.

2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml

3. The Consultant will electronically submit an invoice to the City upon completion of the defined milestones for progress payments along with documentation evidencing services completed to date. There will be no monthly invoice payments unless specifically identified otherwise below. These Milestones are:

    1. Public Outreach complete.
    2. Data Collection and Analysis complete.
    3. 65% Draft Master Plan complete.
    4. 90% Draft Master Plan complete.
    5. Master Plan Adoption.

The City shall make sole and final determination if a milestone as described above is complete and acceptable for payment. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to

SAMPLE

(951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at miab@moval.org or calls directed to (951) 413-3155.

4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:

   A. Vendor Name, Mailing Address, and Phone Number
   B. Invoice Date
   C. Vendor Invoice Number
   D. City-provided Reference Number (e.g. Project, Activity)
   E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

W:\CapProj\MichaelLH\SIP FY11-12\Design RFP\Sample Agreement with MVHA.doc

SAMPLE

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance	**2. Status of Federal Action:** ☐ a. Bid/offer/application b. Initial award c. Post-award	**3. Report Type:** ☐ a. Initial filing b. Material change **For Material Change Only:** Year _____ Quarter_____ Date of last report _____

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier_____, *if known* **Congressional District,** *if known:*	**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:** **Congressional District,** *if known:*
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*_____
8. Federal Action Number, *if known:*	**9. Award Amount,** *if known:* $
10. Name and Address of Lobbying Entity *(If individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(Last name, first name, MI):*
11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:**_____ **Print Name:**_____ **Title:**_____ **Telephone No.:**_____ **Date:**_____
Federal Use Only:	Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)

Standard Form LLL Rev. 06-04-90
W:\CapProj\CapProj\BOILER\Consultant\RFP-Letter-Attachment\Boiler RFP_DBE\RFP Attachment-Form LLL-DBE.doc

Item No. A.18

MV00208557

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to Title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee if the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influenced the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB NO. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Statement of Qualifications and Proposal

Bicycle Master Plan Update - City of Moreno Valley, California

Project No. 801 0045 70 76

April 18, 2013

EXHIBIT B

KTUA

Planning + Landscape Architecture

3916 Normal Street, San Diego, CA 92103
619 294-4477
www.ktua.com

Item No. A.18

Bicycle Friendly Business

League of American Bicyclists (LAB) Bicycle Friendly Business Gold Level Award - 2013

SANDAG iCommute Diamond Award for Program Excellence - 2013

SANDAG Small Business Bike-to-Work Day Challenge Winner - 2012

Identification of Proposer

Legal Name:
KTU&A
3916 Normal Street, San Diego, CA 92103
t: 619 294-4477

Year Company Established: 1970
Personnel: 27
Organization Structure: California Corporation

Project Contact:
Principal
Mike Singleton, ASLA, AICP CTP, LEED AP
t: 619 294-4477 x134
m: 619 788-2128
e: mike@ktua.com

Project Manager
John Holloway, ASLA, LEED GA, LCI
t: 619 294-4477 x133
m: 619 804-4502
e: john@ktua.com

Cover Letter
Statements
Project Understanding
Approach and Management Plan
Team Organization
KTU+A Firm Profile
KTU+A Key Personnel
KTU+A Experience
IBI Qualifications
Staffing Plan and Resource Allocation
Work Plan
Schedule
Quality Control and Assurance
Form LLL
Insurance

Subconsultant Team Contact

IBI Group
William (Bill) Delo
18401 Von Karman Avenue, Irvine, CA 92612
t: 949 833-5588; e: bdelo@IBIGroup.com

KTU+A References	Project	KTU+A Key Personnel	Subconsultant Team Member
Marc Brewer, Riverside County Regional Parks & Open-Space District t: 951 955-4310, e: mbrewer@rivcoparks.org	Santa Ana River Trail	Holloway	
Frank Rivera, City of Chula Vista t: 619 691-5045, e: rivera@ci.chula-vista.ca.us	City of Chula Vista Bicycle Master Plan	Singleton, Holloway, Punsalan, Machi	
Patricia Rutledge, City of La Mesa t: 619 667-1185, e: PRutledge@ci.la-mesa.ca.us	City of La Mesa Complete Streets/Bicycle Master Plan	Singleton, Punsalan, Machi	IBI Group
Carolyn Mamaradlo, OCTA t: 714 560-5748, e: cmamaradlo@octa.net	OCTA District 4 Bikeways Plan	Punsalan	IBI Group
John Amberson, City of Oceanside e: jamberson@ci.oceanside.ca.us	City of Oceanside Bicycle and Pedestrian Master Plans	Singleton, Holloway, Punsalan	IBI Group
Jim Newton, City of Coronado t: 619 522-7313, e: jnewton@coronado.ca.us	City of Coronado Bicycle Master Plan	Singleton, Holloway, Punsalan, Machi	

KTU+A
Planning + Landscape Architecture

3916 Normal Street
San Diego, CA 92103
619.294.4477
fax • 619.294.9965
www.ktua.com
RLA 2342 • 2386

April 17, 2013

Michael Lloyd, Senior Engineer
City of Moreno Valley
Transportation Engineering Division
14177 Frederick Street
Moreno Valley, CA 92552

Dear Mr. Lloyd and Members of the Consultant Selection Committee,

> *Providing facilities for bicycle parking, personnel showers and locker storage at destinations are a promising strategy for promoting cycling and walking.*
>
> Active Transportation: Making the Link from Transportation to Physical Activity and Obesity
> www.activelivingresearch.org

> *Feeling safe from traffic and the availability of bike parking at trip destinations are at the top of the list of important factors when choosing to make a bicycle trip.*
>
> An Examination of Utilitarian Bicycle Trip Route Choice Preference in San Diego, Laura Denise Haislip,
> Master of City Planning Thesis, San Diego State University, 2011

Recent studies have affirmed what we strongly believe, that there is a strong connection between public health and the built environment. A safe, connected, convenient and visible network is the best method to encourage the use of alternative transportation modes and active recreation. Providing choices for how to get around, as well as opportunities for recreation, have become priorities for many communities.

The KTU+A team combines the strengths of our planning and design firm with its substantial bicycle planning expertise, with the established transportation engineering and planning firm of IBI. Our two firms maintain a long-term relationship and have teamed up on a number of mobility projects, including the City of Oceanside's Bicycle Master Plan, the Orange County District Four Bikeway Corridor Alternatives Study, and an ongoing 47th Street Trolley Station Access Study in San Diego. KTU+A and IBI enjoy and excel at these types of projects. We understand the technical details and how they connect with the broad impacts of active transportation. We also bring to this project our own personal perspectives as individual cyclists since most of our team members are not only non-motorized transportation professionals, but also regular bike commuters. Our firm's commitment to active transportation earned us a League of American Bicyclists (LAB) Bicycle Friendly Business designation, recently upgraded to Gold level.

I will be the principal-in-charge on this project, and John Holloway will be the day-to-day project manager. We both have extensive experience in local and regional bicycle planning studies, including trail corridor planning and multiple master plans, such as the Dana Point Connectivity Enhancement Study, the San Clemente Bicycle and Pedestrian Master Plan and the Huntington Beach Bicycle Master Plan. Current projects in Riverside County include design and construction plans for a segment of the Santa River Trail in Corona, Norco and Eastvale, a Riverside County parks master plan, and a recently awarded trails and bikeways master plan for the City of Temecula, an update of a plan prepared by KTU+A in 2oo2.

Joe Punsalan and Catrine Machi have also worked on all of these projects, and will be key staff for this project. They will bring a variety of research, technology, GIS mapping and visualization resources to this project. John, Joe and Catrine are all League of American Bicyclists (LAB) League Certified Instructors (LCIs). All of the staff mentioned regularly work together on non-motorized mobility planning projects. IBI's efforts will be headed by Bill Delo, with Lydia La Point as transportation engineer and David Aulwes as transportation planner. IBI's primary responsibility will be addressing the important transportation evaluation and engineering aspects of the project, which includes tasks such as reviewing project recommendations for feasibility and developing preliminary cost estimates for recommended projects.

Our fee proposal is valid for 180 days from the date of this proposal. All work will be completed out of KTU+A's San Diego office (3916 Normal Street, San Diego, CA 92103, 619 294-4477). Please let me know if I can answer any questions or provide any additional information. We look forward to meeting with you personally to detail our approach to your project and discuss how we can help move it forward.

Respectfully submitted,

Michael L. Singleton, AICP-CTP, ASLA, LEED AP
p: 619 294-4477 x134; m: 619 788-2128; e: mike@ktua.com

Statements

1. The RFP requirements are incorporated in their entirety in our proposal.
2. The RFP and our proposal will jointly become part of the Agreement for Professional Consultant Services for this project when the Agreement is fully executed by KTU+A and the Mayor or City Manager of Moreno Valley. KTU+A will execute the City standard agreement without any modifications.
3. KTU+A's services and fees are in accordance with the City's RFP. No "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" are requested by KTU+A.
4. This statement of qualifications includes our team's key personnel resumes, project experience, and contact information for our principal-in-charge and project manager. If any of our staff become unavailable, KTU+A will substitute other staff only after approval by the City of Moreno Valley.
5. A resource allocation matrix is included on page 13.
6. Qualifications for our subconsultant, IBI Group, are included on pages 11-12.
7. We acknowledge and understand that we will not be allowed to change the subconsultant without written permission from the City.
8. All project charges are a "Not-to-Exceed Fixed Fee" which includes conservatively estimated reimbursable expenses, as submitted in a separate envelope and made a part of our proposal.
9. KTU+A will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
10. KTU+A will immediately document and notify the City of any defects or hazardous conditions observed in the field.
11. Hourly rates for KTU+A and IBI are included in the separate fee proposal envelope. This rates will be used for invoicing for progress payments and extra work incurred that is not part of this RFP but requested and authorized by the City of Moreno Valley. All extra work will require prior approval from the City.
12. KTU+A does not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
13. KTU+A will adhere to all federal laws and regulations, notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations, the strictest shall be adhered to.
14. KTU+A will allow all authorized federal, state, county, and City officials access to our place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. We will retain relevant records for at least three years.
15. KTU+A will comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code, as applicable. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
16. KTU+A will comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
17. KTU+A offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to us, without further acknowledgment by the parties.
18. KTU+A acknowledges this project is funded by a Community Based Transportation Planning Grant as administered by Caltrans and that we will abide by the provisions of Fund Transfer Agreement 74A0688, as applicable.
19. Disclosure of Lobbying Activities (Form LLL) - KTU+A has no lobbying activities to report. Form LLL is included on Page 21
20. Complete Proposer's List of Subconsultants.
21. KTU+A has provided its complete name, address and corporation statement on the Table of Contents page.

PROJECT OBJECTIVES, CONCERNS AND KEY ISSUES

The objective of the City of Moreno Valley Bicycle Master Plan Update is to develop feasible and implementable solutions to provide safe and accessible facilities for pedestrians, bicyclists and transit users. Along with those facilities, an educational component must be incorporated for a cohesive plan. Even though facilities may be built, people may not understand how to use them appropriately. Frequently, cyclists can be found riding the wrong way in bike lanes, which causes conflict with cyclists using it properly. The Five Es: Engineering, Education, Encouragement, Enforcement and Evaluation are an integral part of non-motorized planning. These focus areas will be incorporated to develop a well-rounded Bicycle Master Plan for the City of Moreno Valley.

A concern that needs to be sensitively addressed is how to change established thinking about vehicular traffic priorities that helped create the current auto-centric environment in the first place. The common approach has been to predict worst-case traffic patterns and mitigate these situations with larger streets, more lanes, and less edge friction created by the non-vehicular users of streets. Fortunately, "Complete Streets" legislation requires and empowers local governments to consider all users and without CEQA requirements to mitigate for vehicular level of service (LOS) changes. Though this legislation does not require that all users are actually accommodated with equal facilities, it does at least offer the dialogue to discuss other options and relieves the pressure to only look out for vehicular-based uses.

Additionally, most general plans and other policy documents strive to increase active transportation by improving walkability and bikeability through physical design. These policies, along with various greenhouse gas (GHG) reduction strategies, vehicle miles traveled (VMT) reduction objectives, smart growth policies, transit oriented development (TOD) priorities and healthy community programs, can all serve as a strong foundation for improving an area's walkability and bikeability. The human component of education, encouragement and enforcement are also key factors in the comprehensiveness of this plan.

Based on the experience of our team, we will provide a very balanced approach to improve the non-motorized options within the study area, while limiting impacts on the dominant vehicular use patterns of the area. As transportation planners, traffic engineers, landscape architects, and physical site planners, our team can bring all of the needed academic, professional and creative skills needed to solve the projects challenges. Our experience with pedestrian and bicycle master plans, ADA transition plans, integration of transit facilities and understanding of bicycle facility requirements will provide the project with the needed tools to accomplish all tasks in an effective manner.

ANTICIPATED PROJECT CHALLENGES

1. Determining where priorities should be placed for investments, land use change and how to balance competing narrow interests with broader stakeholder interests.

Potential Solution: The project team will utilize GIS tools to identify actual walking and cycling times to and from major destinations and origins. This walk and bike time analysis will show 5, 10, 15 and 20 minute times utilizing existing systems. Our GIS capabilities employ actual on-the-ground routes, not just vague radius bubbles. This means that our analysis takes discontinuous streets into account and even the presence or lack of sidewalks, if data is available.

The distances between the City's major attractions and public facilities such as schools, parks, open space, employment and retail centers will help inform where mobility system priorities should be placed. A comparison of population within the 20 minute walk/bike zone and acreage within this zone can be contrasted with models run with new improvements that will close gaps or remove barriers. The team has a great deal of experience in modeling cycling and pedestrian priorities and connection opportunities.

Universal access and ADA priorities must also be considered, as well as improved safety. Often, the most effective investments are those that will provide multiple benefits to multiple sectors of the public.

We have found that employing these objective planning tools and techniques help to counter potentially narrow self-interests that may arise during public discussion and prioritization.

2. Providing safe access and crossings along where the trail and major streets intersect.

Potential Solution: The interface between multi-use trails and roadways can be very challenging, especially if the roadways carry heavy traffic volumes and are multi-lane. The project team will identify destinations and origins along heavily traveled roadways to determine the best crossing points for trail users. These crossing points will be analyzed using a number of factors, such as daily vehicle travel volumes, posted speeds, sight lines, proximity to destinations and origins, other existing roadways, trails and sidewalks, and public participation input. The team will examine the most appropriate, safe and direct pedestrian and bicycle crossings.

A comprehensive bicycle and pedestrian collision analysis will be conducted to identify locations where improved treatments are warranted. The bicycle and pedestrian collision analysis will also be used to identify trends and common factors causing these collisions. There are often applicable factors that only become visible during field investigation.

Traffic calming measures such as curb extensions and rectangular rapid flashing beacons (RRFBs) are example remedies to address some issues, especially those at unsignalized mid-block intersections.

3. Providing safe bicycle routes to activity centers such as parks, schools, trails, retail, transit and employment centers.

Potential Solution: Utilizing a combination of GIS analysis, context-sensitive solutions and public input, the KTU+A team will identify routes that can make these connections with not only bicycle facilities, but also employing Complete Streets principles. On a city-wide level, identifying these routes can be straightforward based on input and data gathered. However, knowing the level of impact by adding bicycle facilities to a roadway can have an effect on other modes. It is important to examine these connections as a whole for overall connectivity to these activity centers. However, understanding how they affect other modes in terms of feasibility, accessibility and implementation is equally, if not, more important.

GIS-based Collision Analysis

Statewide Integrated Traffic Records System (SWITRs) data has already been collected for the City from the five-year span of 2006-2010. When the 2011-2012 datasets become available, KTU+A will incorporate it into the analysis. KTU+A will also coordinate with the Police Department's Traffic/Community Services Division for additional data. Our team also has experience with the other three Es of planning; Evaluation, Equity and Encouragement. KTU+A has developed GIS-based tools to disseminate our analysis results in tabular and graphic formats. The datasets can then be further analyzed to identify geographic and behavioral trends to support appropriate recommendations and safety countermeasures. We have mapped and displayed these datasets at workshops for public comment for many of our client cities, which we can do for the City of Moreno Valley as well.

4. Providing outreach tools to a predominantly Hispanic community

Public input is an integral component of any planning process. For bicycle master planning, it is particularly critical. Our outreach methods employ a number of formats to try to reach as many community members as possible. In forming our outreach plan, we work with community leaders and stakeholders to brainstorm the most effective methods of engaging the community during the planning process. We use on-line and hard copy surveys that can be distributed through e-mail blasts, city website links and on flyers posted at community centers and libraries, and at workshops. All of our materials can be created in both Spanish and English and our workshop content can be presented in both languages. Additionally, bilingual staff will be present to record and interpret community input.

The most important aspect of community input is listening, including diverse opinions, and even extreme perspectives or those that may be counter to professional planning principles. Many of these differences can be resolved if the position is analyzed and opinions or principles offered that may be able to persuade or at least dissuade negative and counter-consensus opinions. If not dissuaded, counter-consensus opinions should be part of compromise. Although the planning and engineering team's professional experience is important to the process, their goals must be subservient to those of the community. It is not for the team to decide what to do on the project. Instead, it is their responsibility to show how to best do what the community wants to accomplish. It is certainly relevant to point out the positive and negative aspects of any direction the community wants to consider, but the decision needs to be a joint one between the general public, stakeholders, agencies and the community.

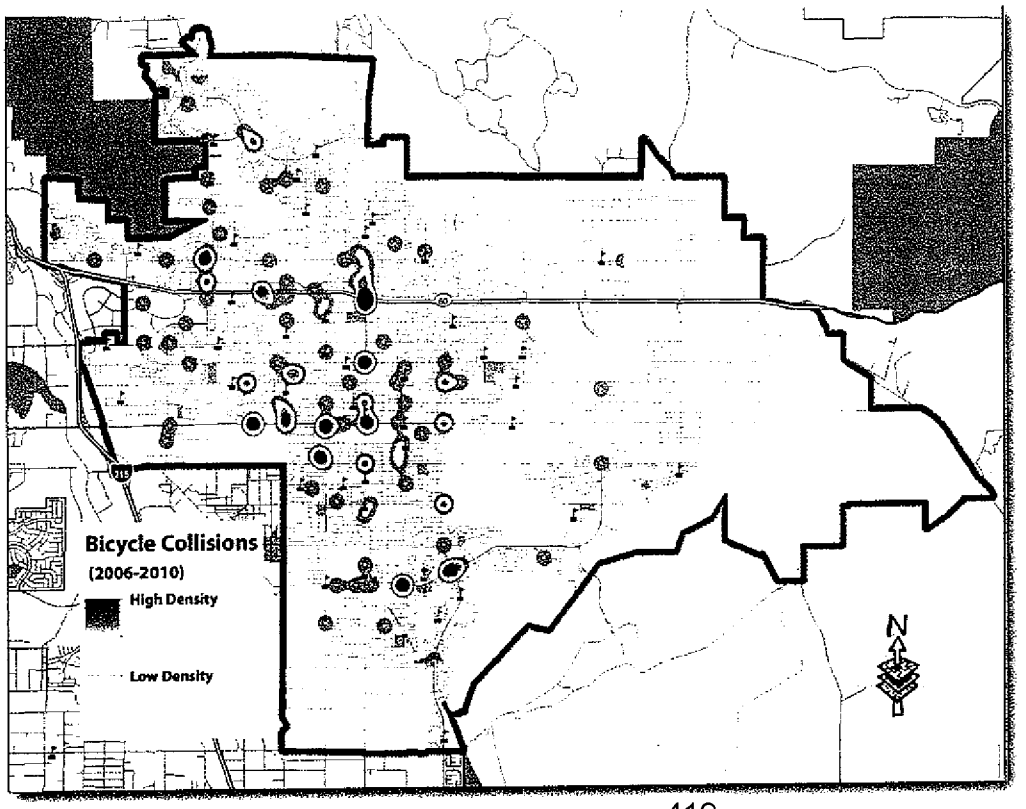

City of Moreno Valley Bicycle Collision Data

Project Management

Communication is the central requirement for an efficiently run project. Communication is essential between the client, the project stakeholders, the team and the elected officials asked to approve the project. It needs to be regular, clear and focused on action items and informed decisions. John Holloway will be the project manger and is committed to the project over the next year. Mike Singleton will be the principal-in-charge of this project and will directly support John Holloway as the project manager and as a coordinator of company resources and quality control and review.

Vision and Implementation

The KTU+A team offers both visionary leadership in the development of solutions, as well as a practical desire to make these visions realized. An effective vision can motivate politicians, agencies and the general public to make appropriate resource and access decisions, but the vision needs to be realistic about the issues and other priorities that local governments face. The vision must establish methodologies and strategies to assist the City of Newport Beach and its citizens in finding the right balance between lofty visions and pragmatic plans.

Appropriate Use of Technology

Analytical tools will be utilized to generate useful mapping for this project. High quality mapping and graphics can easily and efficiently explain project options and assist the public in understanding proposals. KTU+A utilizes these tools not just as graphic production software, but as analytical tools to uncover hidden relationships and existing conditions that could be overlooked through other methods.

Analytical software will include ESRI's ArcGIS suite, especially Spatial Analyst and Network Analyst for travel time analysis. Presentation tools include Prezi and PowerPoint. Document production tools include Microsoft Office, Adobe InDesign, Illustrator, Photoshop and Freehand. Potential social media and notification tools include Facebook, Twitter and various survey platforms such as Survey Monkey and Constant Contact. Special flyers will be developed and e-mail notification processes set up.

Public Participation

We recognize that current and future users of the system will be the best equipped to assist the project team to assess the existing plan's effectiveness in meeting active transportation and recreational needs, and to make plan enhancement recommendations.

Public participation is not simply providing the community the opportunity to speak. It is also about providing the consultant the opportunity to listen. With the right participation strategy, the team can learn a great deal from the public about their community and their priorities. In a nutshell, we provide the "how" and the public decides on the "what, where and when." Given this philosophy, we structure workshops to maximize individual input opportunities. Conventional hearings can be commandeered by a few strong-willed individuals whose opinions can unduly influence the conversation. Open microphones can result in "soap box" speeches instead of civic discussion. However, it is important for people to be able to speak and to participate in a dialogue that fosters community sentiment.

Team Organization

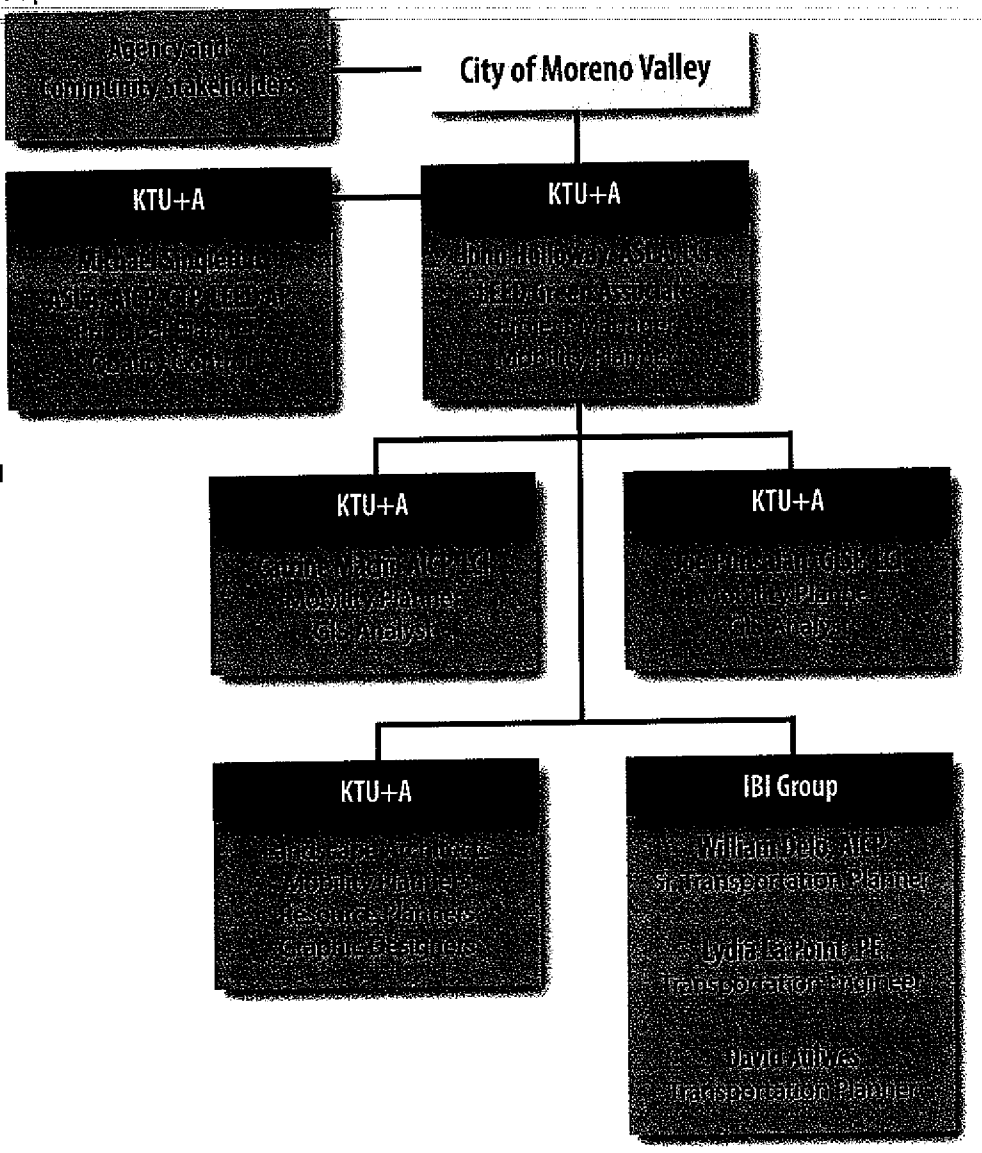

PRINCIPALS
Sharon Singleton, ASLA, CPSM
Sandra Swaner-Carmona, AICP
Kurt Carlson, ASLA
Mike Singleton, ASLA, AICP CTP, LEED-AP

EMPLOYEES - 27 (7 LEED)
9 Landscape Architects
8 Planners
4 Landscape Designers
1 Irrigation Designers
2 GIS Analysts
1 Graphic Designer
2 Administrators

CERTIFICATIONS
Woman Business Enterprise (CPUC)
Small Business Enterprise (CA)

SERVICES
Planning
- Community Planning
- Mobility
- Resource Management

Landscape Architecture
- Community Design
- Parks and Recreation
- Health Care
- Education
- Housing
- Hospitality
- Office and Retail

Federal Planning
- Master Plans
- MILCON Documentation
- Basic Facility Requirements
- Asset Evaluations
- Capital Improvement Plans
- Design Guidelines
- Special Studies

SUPPORT SERVICES
- Public Outreach
- GIS
- 3D Modeling and Simulations
- Sustainable Design
- Water Management
- Grant Writing

KTU+A is a collaboration of planners, landscape architects, GIS analysts, irrigation designers and graphic designers focused on the creation of healthy communities. Established in 1970, KTU+A has expanded the boundaries of a traditional landscape architecture office by incorporating active transportation, community planning, federal planning, and natural resource management practices into our portfolio. With this diversity, KTU+A has the ability to help shape the bigger picture while addressing the fine-grained details that contribute to sustainable natural and built environments.

How We Approach Your Project
The planning of a project requires an understanding of the regulations and requirements to protect the public's health safety and welfare; an understanding of the most innovative design technologies to meet current and future needs; an understanding of the needs and priori-ties of the users; and an understanding of the responsibilities of the client in terms of risk management, maintenance, future expansion opportunities and costs. KTU+A takes these responsibilities seriously and collaborates with our clients and the consultant team to ensure the project meets and exceeds its goals and objectives.

The trends towards higher energy costs, lower oil production and more sustainable economic growth necessitate the need to provide better transportation plans that emphasize human mobility as part of the solution. Whether this is achieved through principles of smart growth, traffic calming, universal access, or pedestrian and bike facility integration with vehicular streets and open spaces, the technical challenges must be met. Our streets are not just for drivers. They should evolve into "complete streets" for the entire community. KTU+A offers a proven track record of cost-effective, technically proficient and creative approaches towards mobility that connects people, places and resources.

Project Experience
KTU+A has provided planning and design services for a number of projects requiring the integration of various modes of transportation, including pedestrian, bicycle and transit. Services have included alignment alternatives, design feasibility, safety evaluation, determination of appropriate land uses, design guidelines development, integration with recreational, residential and commercial land uses, analysis and identification of bikeway and walkway locations, and ADA accessibility. Our qualifications include:
- All plans prepared by KTU+A comply with State, Federal Highway Administration, AASHTO and MUTCD standards.
- Experience in researching and recommending innovative facility treatments and programs for specific issues.
- GIS computer applications for producing alignment analysis, pedestrian and bicycle suitability modeling, maps, route selection, graphic production, estimating and 3-D visualizations.
- Expertise in pedestrian and bikeway planning and commitment to the integration of recreation, land use planning, community design, urban design and non-motorized alternatives.
- Extensive research on pedestrian and bicycle safety factors and common accident scenarios.
- Professional experience with the integration of trails systems within environmentally and visually sensitive areas.

Representative Projects
- City of Temecula Multi-Use Trails and Bikeway Master Plan
- County of Riverside Santa Ana River Trail
- City of Huntington Beach Bicycle Master Plan
- City of San Clemente Bicycle and Pedestrian Master Plan
- OCTA District 4 Corridor Study
- City of Oceanside Bicycle and Pedestrian Master Plans
- City of Dana Point Connectivity Study

Michael L. Singleton, AICP, ASLA, LEED-AP, Principal Planner

EDUCATION

- B.S. Landscape Architecture, California Polytechnic State University, San Luis Obispo, California, 1981

REGISTRATION

- LEED AP
- AICP Certified Transportation Planner
- State of California Landscape Architect, LLA 2386

Mike Singleton is the principal of KTU+A's Planning team. He specializes in the planning and design of integrated transit facilities, including pedestrian studies, trail studies, and public transportation. He is a frequent presenter at the local,, and state level on the interface between walkability, smart growth and urban forestry issues.

City of Temecula Non-Motorized Trails and Bikeway Master Plan
Principal planner for the City's Trail and Bikeway Plan. Components include site analysis and environmental impacts; needs analysis; trail development; design standards; and preparation of maps, plans, exhibits and conceptual designs. The study included recommendation for Class 2 and 3 bike routes on city streets, in addition to identification of road-separated trails for equestrians, cyclists, hikes, skaters, runners and walkers.

City of La Mesa Alternative Transportation and Parks Master Plan
Principal Landscape Architect for a city-wide parks master plan to identify upgrades, expansions and potential additions to the City's park system to meet both current and future needs of the community and to contribute to the public's health. Thru walk audits and workshops recommendations were made to ensure parks and open spaces are easily accessible by walking or biking, particularly near residential neighborhoods.

City of Carlsbad Bikeway Master Plan
Principal-in-Charge of a bikeway master plan to analyze recreational and commuter requirements and connections between transit modes and park facilities. A component of this plan included the development of concepts for bikeway facilities within the Carlsbad coastal rail corridor. Recommendations were based on the evaluation of existing roadways and bike facilities using field surveys, GIS analysis, survey questionnaires and a bicycling suitability formula. The plan included general design and engineering guidelines for the development of new facilities and upgrades to existing facilities.

City of Oceanside Pedestrian Master Plan
Principal planner responsible for the research of existing conditions, facilitation of public workshops, and development of recommendations for pedestrian enhancements, design standards, public input and safe pedestrian circulation throughout the city. The plan establishes standards and guidelines for design features, and installation and maintenance standards for sidewalks, crosswalks, and pedestrian access to the beach to ensure universal access and enhanced mobility.

John Holloway, ASLA, LEED GA, LCI, Project Manager

EDUCATION

- B.S. in Biology, University of North Texas, Denton, Texas, 1982
- Master of Landscape Architecture, Texas A&M, 1988

REGISTRATION

- State of California Landscape Architect, LLA 3734
- League of American Bicyclists Certified Instructor #2008
- LEED Green Associate

John provides technical and functional expertise in pedestrian, bicycle and trail planning and design. He brings hands-on knowledge of the critical components of successful circulation systems. Much of his recent volunteer work has been directed at developing antidotes to the decades-long reduction in outdoor activity and the resulting childhood obesity epidemic, especially attracting kids and their parents back to the outdoors with age-appropriate activities and facilities that appeal to their sense of fun and adventure.

City of Temecula Trails and Bikeway Master Plan, Temecula, CA
Responsible for the development of the master plan including site analysis and environmental impacts, needs analysis, trail development, design standards and preparation of maps, plans, exhibits and conceptual designs. The study addressed multiple uses of road-separated trails including facilities for equestrians, cyclists, hikers, skaters, runners and nature observers. A review of public and private open space and major recreational destination points was conducted to determine high priority trail linkages.

City of Huntington Beach Bicycle Master Plan, Huntington Beach, CA
Project manager responsible for preparation of a city wide bicycle facilities master plan. Tasks include analyzing recreational and commuter facility requirements, as well as identifying potential connections between transit modes and important destinations, especially the beach. The project process included evaluating existing roadways and bicycle facilities using conventional field techniques, as well as geographic information systems (GIS) for mapping and bicycling suitability modeling, an on-line survey questionnaire and two community meetings. The plan includes general design and engineering guidelines for new facility development, as well as education and encouragement programs and policies.

Santa Ana River Trail, Riverside County, CA
Trail designer/landscape architect for paved bikeways and associated soft surface trails along Santa Ana River in southern Riverside County, a seven mile portion through the Prado Basin of a 75 mile trail system. Role is to refine trail alignments and design amenities and enhancements that minimize impacts to river-related habitat, wildlife corridors and flooding. Evaluating route alternatives involves significant field work and agency coordination. Project scope includes developing construction drawings for staging areas and oversight of overall design team's drawings to ensure positive user experience.

Joe Punsalan, GISP, LCI, Mobility Planner/GIS Analyst

EDUCATION

- B.A., Geography, Cal State University, Sacramento, 1998

REGISTRATION

- GISP, GIS Certification Institute
- League of American Bicyclists LCI #2005

Joe is responsible for scope development, report writing and coordination on recreational and transportation planning projects such as trail, pedestrian and bikeway master plans. He is very familiar with the League of American Bicyclists' requirements for a Bicycle Friendly Communities and incorporates that information into each bicycle master plan. As an avid cyclist, Joe has knowledge of roadway conditions and obstacles that face cyclists and pedestrians every day.

City of La Mesa Bikeway Master Plan/Complete Streets Plan, La Mesa
Project manager in charge of submittals, scheduling, facilitating meetings and workshops for BMP (55,000) population and complete streets plan. Other duties include identifying existing bicycle facilities that meet state standards, improved pedestrian and transit facilities and recommending improvements to the bikeway system. Tasks such as ADA compliance, pedestrian infrastructure and the development of complete street and street classification guidelines are part of the project's scope. A second phase of the project was the identification of on-street improvements needed to provide easy and safe access to transit stations and bus stops. Led the coordination between city staff and volunteers for data collection through a series of walk audits and workshops.

National City SMART Foundation, National City, CA
Project manager in charge of coordination, data collection, public outreach plan, report production and management of team. Technical responsibilities include GIS-based hot spot analysis, crime and collision data collection and analysis, pedestrian and bicycle propensity modeling, recommendations and project design review. Public outreach responsibilities include; walk audits, presentations, focus group and public workshops.

City of San Clemente Bike/Pedestrian Master Plan, San Clemente, CA
Planner responsible for the GIS-based modeling and mapping for the pedestrian, bicycle and Safe Routes to School tasks. Assisting in facilitating Safe Routes to School walk-audits, workshops and working group meetings. Developing recommendations and matrices for pedestrian and bicycle improvements throughout the City.

City of Oceanside Bikeway Master Plan, Oceanside, CA
Project planner responsible for field work and research, GIS analysis and modeling, community workshop and working group facilitation, and documentation. During the plan process, Joe was involved in the implementation of Oceanside's Shared Lane Markings (Sharrows), the first in San Diego County.

Catrine Machi, AICP, LCI, Mobility Planner/GIS Analyst

EDUCATION

- M.S. Urban and Regional Planning, University of Wisconsin-Madison, 2007
- M.S. Geography, University of Wisconsin-Madison, 2007
- B.A. Human Geography, University of Wisconsin-Madison, 2005

REGISTRATION

- American Institute of Certified Planners
- League of American Bicyclists LCI #2426

Catrine's academic and work experience provides her with a technical background in ArcView and AutoCAD for GIS mapping, research and analysis. She combines her planning experience and education with interests in bicycling, running and traveling to bring a passion for multi-modal transportation and well designed facilities for both recreation and transportation. Prior to joining KTU+A, Catrine worked for pedestrian and bicycle non-profits, building knowledge of state-of-the-art facilities and working to educate and encourage the public about bicycling and walking as an alternative form of transportation.

City of La Mesa Bikeway Master Plan/Complete Streets Plan, La Mesa
Developed base maps and informational bicycle facility design graphics for public workshop. Reviewed and drafted a revised policy document to include pedestrian, bicycle, transit and ADA compliant objectives goals and action items. Summarized and integrated proposed pedestrian oriented projects from existing plans into a single prioritized list.

City of La Mesa Safe Routes to Transit/Safe Routes to Parks, La Mesa
Assisted with coordination between City staff and volunteers for data collection through a series of walk audits and workshops. Created field worksheets, surveys and checklists for collecting the field data necessary to identify on-street improvements needed to provide easy and safe access to transit stations, bus stops, parks and recreational facilities. The final plan was incorporated into the City's Bicycle Facilities and Complete Streets Plan.

Carlsbad ADA Transition Plan, Carlsbad, CA
Researched California and Federal Regulations for ADA Access. Processed field work notes into a searchable database for prioritization and cost estimates. The Carlsbad ADA Transition Plan evaluates existing conditions against latest state and federal regulations to create a series of phased projects working towards increasing compliance.

City of Dana Point Connectivity Study, Dana Point, CA
Project planner conducting field work, data collection, and document review. Assisting in the development of connectivity solutions, compilation of bicycle and traffic counts, and identification of grant funding sources for improvements.

KTU+A Active Transportation Project Experience

Project Name	Client	Status	Key Personnel
Complete Streets/Multi-Use Plans			
Camino del Mar Complete Streets Plan	City of Del Mar	Completed 2009	Singleton
Del Mar Circulation Plan Update	City of Del Mar	Completed 2009	Singleton, Pietz
El Cajon Blvd. Complete Street Plan	El Cajon Blvd. BID	Completed 2013	Singleton, Efird
Holt Blvd. Complete Street Plan	City of Ontario	Ongoing 2013	Singleton, Taylor, Punsalan, Machi
La Mesa Bicycle, Pedestrian, Transit and Complete Streets Plan	City of La Mesa	Completed 2012	Singleton, Punsalan, Machi
Oceanfront Walk Safety Study	City of San Diego	Completed 2001	Singleton, Holloway
Poway Pedestrian/Bicycle Trails Study	City of Poway	Completed 1999	Singleton, Carpenter
San Clemente Bicycle/Pedestrian Master Plan	City of San Clemente	Ongoing 2012	Holloway, Punsalan, Machi
UCSD Bicycle and Pedestrian Master Plan	UCSD	Completed 2012	Singleton, Holloway, Punsalan, Machi
Bicycle Plans			
Bayshore Bikeway, Salt Works Segment	SANDAG	Completed 2010	Singleton, Holloway
Bayshore Bikeway, Harbor Drive Segment	Port of San Diego	Completed 2012	Singleton, Holloway
Brea-Santa Ana River Corridor Plan	OCTA	Ongoing 2013	Punsalan
Chula Vista Bicycle Master Plan	City of Chula Vista	Completed 2011/2005	Holloway, Punsalan, Machi
Carlsbad Bicycle Master Plan	City of Carlsbad	Completed 2001	Singleton, Holloway
Coronado Bicycle Master Plan	City of Coronado	Completed 2011	Holloway, Punsalan, Machi
Coyote Creek Santa Ana River Corridor Plan	OCTA	Ongoing 2013	Punsalan
El Cajon Bicycle Master Plan	City of El Cajon	Completed 2010	Holloway, Punsalan
Encinitas Bicycle Master Plan	City of Encinitas	Completed 2005	Singleton, Holloway, Punsalan
Huntington Beach Bicycle Master Plan	City of Huntington Beach	Ongoing 2013	Holloway, Punsalan, Machi
Imperial Beach Eco-Route Bikeway	City of Imperial Beach	Completed 2005	Singleton, Holloway, Punsalan
Imperial Beach Bicycle Transportation Plan	City of Imperial Beach	Completed 2007	Holloway, Punsalan
Marshall Ave Corridor Route Selection Study	City of El Cajon	Completed 1996	Singleton, Holloway
OCTA 4th Supervisorial District Bikeway Plan	OCTA	Completed 2011	Holloway, Punsalan
Oceanside Bicycle Master Plan	City of Oceanside	Completed 2008	Holloway, Punsalan
SDSU Bicycle/Skateboard Master Plan	Associated Students, SDSU	Completed 2009	Singleton, Holloway
San Marcos Bicycle Master Plan	City of San Marcos	Completed 2005	Holloway, Punsalan
Santee Bicycle Master Plan	City of Santee	Completed 2009	Holloway, Punsalan
Pedestrian Plans			
Dana Point Connectivity Study	City of Dana Point/SCAG	Ongoing 2013	Singleton, Holloway, Taylor, Machi
Oceanside Pedestrian Master Plan	City of Oceanside	Completed 2009	Singleton, Punsalan, Pietz
San Diego District 3 Sidewalk Inventory Study	City of San Diego	Completed 2006	Singleton
San Diego Pedestrian Master Plan, Phases 1 and 4	City of San Diego	Ongoing 2011	Singleton, Holloway, Punsalan, Machi
Safe Routes Plans			
La Mesa Safe Routes to Transit	City of La Mesa	Completed 2012	Singleton, Punsalan, Machi
La Mesa Safe Routes to Parks	City of La Mesa	Completed 2012	Singleton, Blatner-Pifer, Punsalan
San Clemente Safe Routes to Schools	City of San Clemente	Completed 2012	Holloway, Punsalan, Machi

Examples of some of KTU+A's Active Transportation Plans can be downloaded here: https://www.dropbox.com/sh/sudd8q1yx44z429/FZqVPEU7tP

City of Huntington Beach Bicycle Master Plan

KTU+A is preparing a city-wide bicycle facilities master plan for the City of Huntington Beach. This city is unique in that many arterials had Class 2 bicycle lanes put in place without the benefit of conventional bikeway planning. Residents often rely on non-motorized vehicles to access the beach area due to congestion during summer months and special events. Further expanding bicycle travel is a plan goal, particularly since the city is essentially flat and has an established grid street system, both of which support bicycle use.

Tasks include analyzing recreational and commuter facility requirements, as well as identifying potential connections between transit modes and important destinations, such as the beach area and downtown. The project process includes evaluating existing roadways and bicycle facilities using conventional field techniques, as well as GIS for mapping and bicycling suitability modeling, an online survey questionnaire and two community meetings. The plan will include general design and engineering guidelines for the development of new facilities and an emphasis on education and encouragement programs and actions for existing facilities.

Client
City of Huntington Beach, Darren Sam
t: 714 374-1619; e: Darren.Sam@surfcity-hb.org

Status
On-going 2013

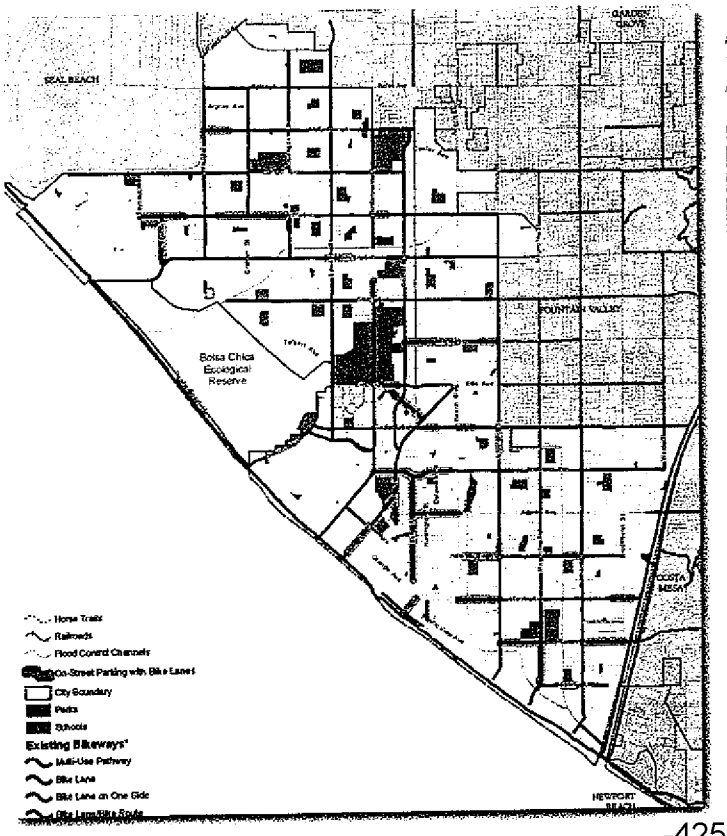

City of Temecula Bike and Trail Master Plan

The City of Temecula's Multi-Use Trails and Bikeways Master Plan included site analysis and environmental impacts; needs analysis; trail development; design standards; and preparation of maps, plans, exhibits and conceptual designs. The study covered multiple uses on road-separated trails that include facilities for equestrian users, cyclists, hikers, skaters, runners and nature observers. Another major component of the study was the analysis and recommendations of bike routes (Class 2 & 3) on city streets. A review of public and private open space and major recreational destination points was conducted to determine high priority trail linkages. Community workshops were held to gather user input and determine user preferences and community priorities. An extensive mail-out questionnaire was used to help determine user profiles, preferences and priorities. Implementation strategies and funding sources were also identified.

In April 2013, KTU+A was selected by the City of Temecula to prepare an update to this plan.

Client
City of Temecula

Status
Completed 2002; Update to start May 2013

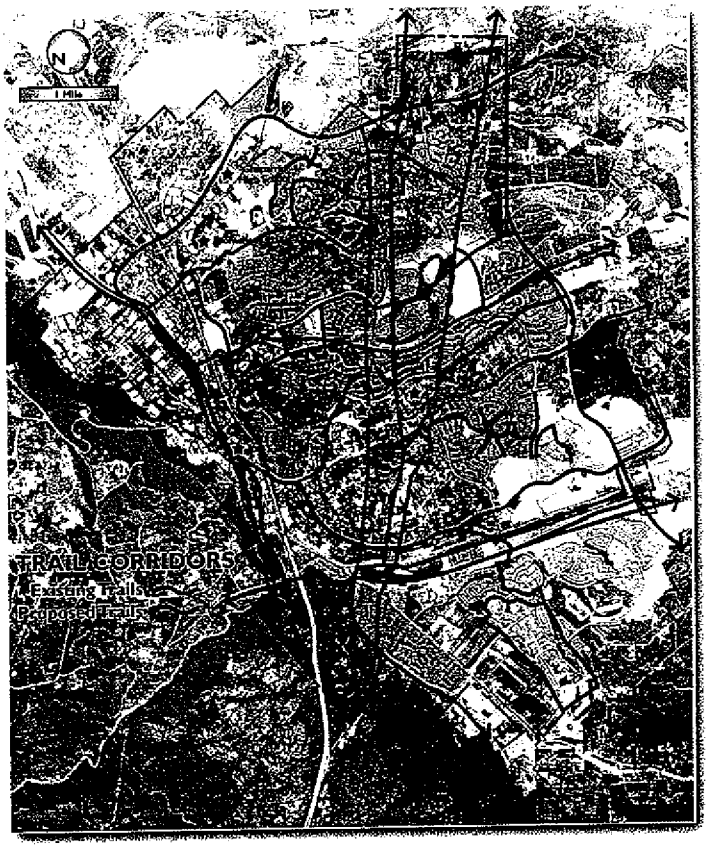

City of San Clemente Bicycle and Pedestrian Master Plan

The City of San Clemente's Bicycle and Pedestrian Master Plan analyzes the existing bike and pedestrian network and identifies recommendations and implementation tools to create a safe, connected, and consistent system. It also creates connections with the existing system of regional bikeways in the southern Orange County area. The plan recommends additional programmatic improvements, particularly programs and policies related to education, encouragement, enforcement, evaluation, and planning to encourage more people to ride or walk, as an alternative to driving. The education and outreach programs are designed for implementation by the city, schools, volunteers and the Orange County Sheriff's Office.

Plan recommendations address hilly terrain and significant grade changes; connections through Interstate 5 interchanges; existing informal pathways; low volume streets without sidewalks; access to the beach route; bicycle parking; employment site amenities; education programs for drivers and cyclists; and Safe Routes to School programs.

The recommendations are based on public input, coordination with city departments and community groups, as well as best practices employed by agencies around the country. Recommendations are in accordance with the American Association of State Highway and Transportation Officials (AASHTO) *Guide for the Development of Bicycle Facilities* and the *Manual of Uniform Traffic Control Devices* (MUTCD), among others. Substantial sections of the Los Angeles County *Model Design Manual for Living Streets* have also been incorporated. The plan satisfies the requirements of the California Bicycle Transportation Act (BTA, 1994). With Caltrans approval, this certifies the city's eligibility for state-distributed bicycle facility funding.

Plan implementation is multi-faceted and long-term. Besides the adoption of goals and policies, it also includes the implementation of programs and the pursuit of project funding through the city's capital improvements project process and grant funding.

Client: City of San Clemente, Cliff Jones, Associate Planner
t: 949 361-6186, e: jonesc@san-clemente.org

Status: On-going 2013

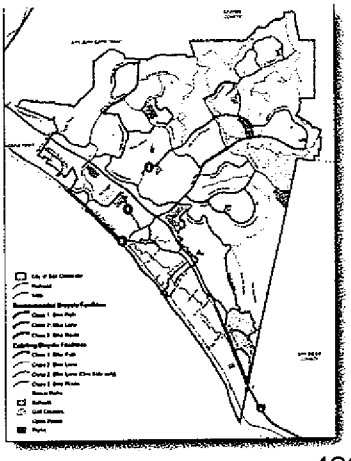

City of Oceanside Bikeway Master Plan Update

This study is a comprehensive update of the 1995 City of Oceanside General Plan Circulation Element and Recreational Trails Element. The city's growth necessitated an update to better address local bicycle travel needs, and to better serve regional long-distance travel and promote tourism. The bicycle master plan is responsive to the General Plan changes that may affect circulation patterns.

Plan objectives included establishing facility types to be implemented and identifying points where the city's bikeway system could integrate with the existing San Diego County regional bikeway system. The project's scope included documenting and evaluating the City of Oceanside's existing bikeway facility system and its relationship with other systems, such as mass transit, and recommending improvements where appropriate.

The bicycle master plan maximizes the efficiencies offered by multi-modal connections between mass transit and bikeways, and promotes a viable alternative to automobile travel in a climate particularly conducive to bicycle transportation. The plan also provides a more convenient bikeway system for cyclists who do not have ready access to motor vehicles.

Oceanside received designation as a Bicycle Friendly Community in 2008 from the League of American Bicyclists, the first in San Diego County.

Client: City of Oceanside, John Amberson
t: 760 435-5091

Status: Completed 2008

Awards

2009 - APA San Diego Section
2009 - ULI Smart Growth Award
2009 - ASLA San Diego Chapter

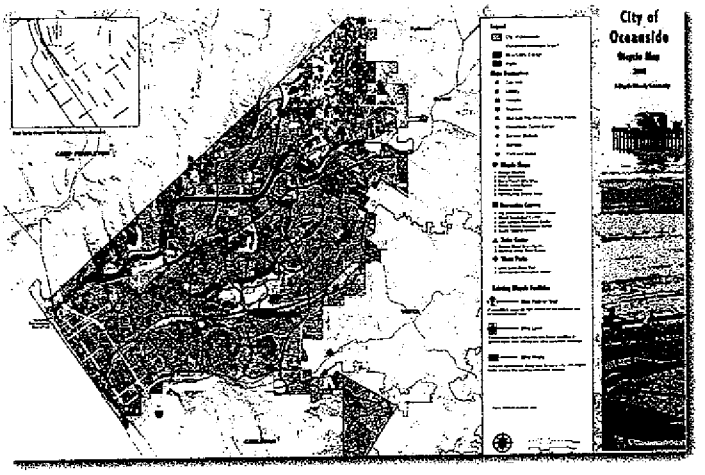

La Mesa Bicycle Facilities/Complete Streets Master Plan

The La Mesa Bicycle Facilities and Complete Streets Master Plan is an update to the General Plan Circulation Element incorporating goals, policies and programs related to bicycle facilities and other Complete Street transportation infrastructure. This study recommends a number of actions including closing facility gaps; and creating bicycle boulevards, colored bike lanes and enhanced bike routes.

Bike and pedestrian counts were conducted in each quadrant of the City. Pedestrian improvements such as median refuges, cantilevered bridges, mid-block crossings, RRFBs, curb extensions and ADA compliance were also recommended. Helping the city to effectively prioritize the closing of sidewalk gaps is a unique element of the Circulation Element update process.

A chapter of the study is dedicated to the development of a Complete Streets framework for the City's future planning efforts. This chapter includes guidance for improving major arterials and intersections with amenities such as cycle tracks, bike corrals, speed tables, parking alignments, bus shelters, pavement treatments and road diets to provide traffic calming.

The Safe Routes to Transit and Safe Routes to Parks studies looked specifically at the typical walking distances, conditions and barriers to accessing transit and park facilities. GIS-based network analysis determined specific walk and cycling zones around the LRT, bus stops and parks for connectivity. KTU+A conducted a workshop to educate and train the volunteers before the data collection process. Detailed site inventory was conducted by volunteers in these 10-15 minute walk zones and recommendations made to improve access and safety within the transit and walking environment. The data was then converted into a GIS database for analysis, cost estimating and mapping, which provides the City with comprehensive data to support project implementation.

Client: City of La Mesa, Patricia Rutledge
t: 619 667-1185

Status: Completed 2012

City of Chula Vista Bicycle Master Plan Update

KTU+A recently completed an update of the city's 2005 Bicycle Master Plan, which was also prepared by KTU+A. The primary objective of the new master plan was to review and provide recommendations on how the current bikeway network within the city planning area can be updated to best suit the needs of the city now and in the future. The scope included identifying existing facilities and bicycle deficiencies throughout the city, along with cost estimates to make improvements.

A bicycle suitability model was developed to determine the most likely areas within the City of Chula Vista where cyclists are likely to ride. The model was created to prioritize areas and projects to benefit the largest number of cyclists possible. The model identifies existing and potential bicycle activity areas citywide utilizing existing data within an extensive GIS database. Bicycling attractors include schools, park and recreation facilities, neighborhood and community retail centers, and neighborhood and community civic facilities, such as libraries, post offices, and transit facilities. The model also utilizes demographic data as indicators of potential volume of cyclists based on how many people live or work within the cycling activity areas identified in the Attractor Model. Existing and projected total population and employment were used, as well as other demographic data such as age and use of public transportation. Detractors are traits that tend to discourage people from riding their bikes and are often related to vehicular intensity and perceived safety of the cycling environment. Streets with high traffic volumes and high speeds tend to discourage people from cycling due to the amount of traffic adjacent to their route.

Upon adoption of the master plan by the City Council in January 2011, KTU+A prepared and submitted a Bicycle Friendly Community application to the League of American Bicyclists in February 2011.

Client: City of Chula Vista, Frank Rivera
t: 619 691-5045; e: rivera@ci.chula-vista.ca.us

Status: Completed 2011

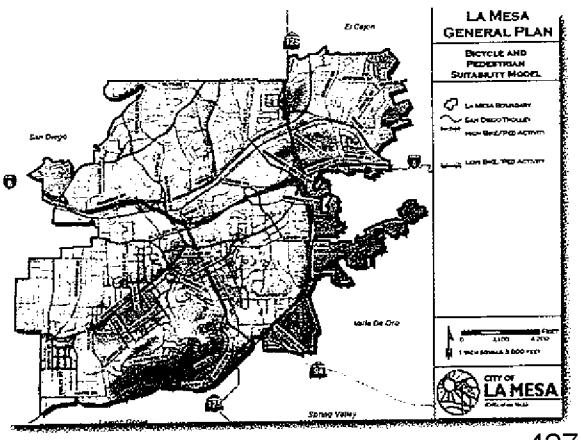

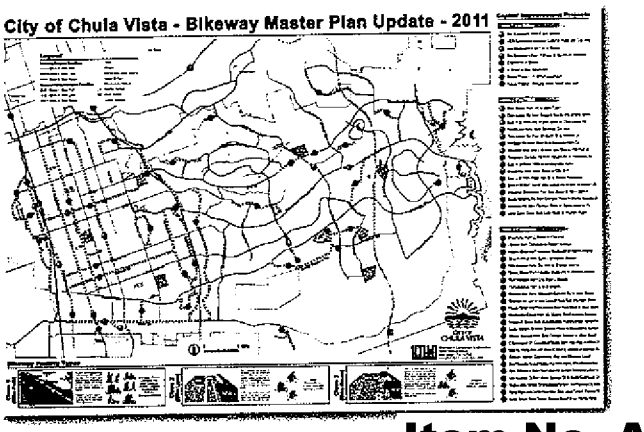

Firm Profile

IBI Group is a multi-disciplinary consulting organization, offering services since 1974. We are a leading international, multi-disciplinary provider of a broad range of professional services focused on the physical development of cities. IBI's business is concentrated in four main areas of development: Transportation, Urban Land, Facilities, and Systems. The integration of these disciplines within a single firm allows us to provide comprehensive professional services for a variety of projects. IBI Group ownership is shared between public Income Trust Fund Holders and the IBI Management Partnership. The IBI Management Partnership has responsibility for the firm's operation. Ownership of the IBI Management Partnership consists of roughly 90 active Directors and Associate Directors.

We offer a full range of architecture, engineering, and planning services to the public and private sectors. IBI Group currently employs over 3,100 persons in 80 offices across North America, Europe, Middle East, and Asia. IBI Group is in excellent financial health and no conditions exist that would impede its ability to provide the professional services for this contract. IBI Group is an ISO 9000 certified firm, Certificate Number FS 501660, Management Standard BS EN ISO 9001:2000.

IBI Group provides a full range of active transportation planning consulting services to public agencies including:

- Planning: IBI Group is at the forefront of pedestrian and bicycle planning. IBI Group's active transportation planning practice is anchored by a group of highly skilled and motivated individuals who bring extensive experience in the preparation of master plans, implementation plans, and complete street plans.

- Design: IBI Group's active transportation design capabilities include a full range of services from project/program management, to various facets of civil design. Our design capabilities and experience include the development of innovative concepts that are at the cutting edge of bicycle and pedestrian facility design.

IBI Group has over 150 professionals in California. The integration of our four disciplines provides a set of professional services for the comprehensive analysis of all aspects of transportation, transit, highway, streets, roads, goods movement and alternative modes planning, as well as project management.

Project Experience

Fourth District Bikeways Collaborative and Implementation plan

IBI Group was retained by OCTA to provide technical assistance and facilitate a series of meetings with members of the North Orange County Bikeways Collaborative, which included the cities of Anaheim, Brea, Buena Park, Fullerton, La Habra, Placentia, and Yorba Linda. Other stakeholders involved include Caltrans, County of Orange, South Coast Air Quality Management District, and various bicycle advocacy groups. The project focused on collaboration and cooperation among member agencies to identify regional bikeway priority projects. IBI Group also led the stakeholder outreach effort, meeting with staff from each of the seven cities involved in the Collaborative, and conducted a Stakeholder Roundtable and an Open House to engage members of the community in the process. The project has resulted in the identification of ten regional bikeway corridors that provide connections and safe access to employment centers, transit stations, and schools. Three "Focus Corridors" were identified to be carried forward for joint pursuit of grant funding opportunities and implementation. This project was also awarded a Compass Blueprint Award by SCAG for promoting walkable communities while enabling prosperity. IBI Group was selected subsequently by OCTA to lead the 4th District Bikeways Implementation Plan. This study is an extension of the 4th District Bikeways Collaborative to develop shelf-ready implementation plans for the top tier corridors identified by the Collaborative.

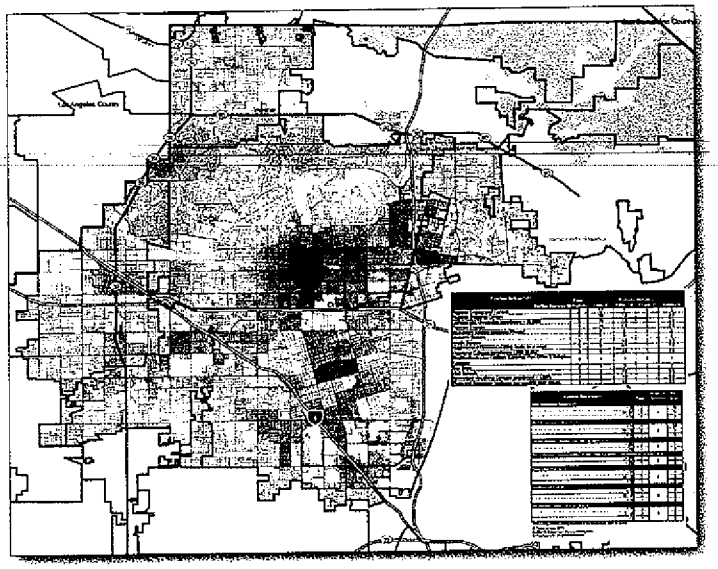

First & Last Mile Strategic Plan

IBI Group is currently assisting Metro and SCAG in the development of a First-Last Mile Strategic Plan, which will form the basis for a new Metro Active Transportation Policy. Spurred on by SCAG's visionary 2012 RTP/SCS, Metro is considering its role in the support of active transportation networks, and how such networks interface with the broader regional transportation network. The project aims to inform policies, goals and guidelines that will lead regional implementation efforts in the interests of transit connectivity, social justice and health.
IBI Group is moving beyond typical pedestrian and bicycle planning models, and looking more critically at the spatial and physical active transportation needs of all demographic groups, not just the young, and able. IBI has conducted a thorough review of Metro's 2011 System Wide On-Board Origin –Destination Study, and carefully considered the present and future active transportation needs of various transit dependent user groups. IBI Group is also preparing a Taxonomy of Mobility Devices, and together with the planning analysis developing a strategy for strengthening active transportation networks at all Metro station areas.

William Delo, AICP, Associate Transportation Planner

EDUCATION

- B.A. (Environmental Analysis and Design), University of California, Irvine, CA, 2000

REGISTRATION

- Certified Planner, American Institute of Certified Planners #019993)

Mr. Delo has over thirteen years of experience in transportation planning and traffic engineering. Mr. Delo is an experienced project manager, responsible for the successful completion of numerous projects ranging from traffic and parking studies to regional multi-modal transportation studies. His career experience has included extensive participation in public and agency outreach activities.

Fourth District Bikeways Collaborative, Orange County, CA
Mr. Delo was the project manager tasked with working collaboratively with seven North Orange County Cities and the County of Orange to identify and plan for regional bikeway priorities in this section of the county. The project involved identifying priority routes and working towards a more cooperative planning process for regional bike routes. The project received a Compass Blueprint Planning Award from SCAG.

Santa Ana General Plan Circulation Element, Santa Ana, CA
Mr. Delo is the deputy project manager of this current IBI Group effort to assist the City of Santa Ana in updating their General Plan Circulation Element. The update is being conducted to incorporate Complete Streets policies into the Element and to reflect current planning efforts for Streetcar in the city.

Agua Caliente Section 14 Complete Streets Plan, Palm Springs, CA
Mr. Delo is the project manager for this study focused on the development of a Complete Streets plan and vision for the Section 14 Master Plan. This study is being conducted for the Agua Caliente Band of Cahuilla Indians. IBI's role includes the development of the Complete Streets chapter for the Master Plan.

Metro First and Last Mile Study, Los Angeles, CA
Mr. Delo is the deputy project manager for this study effort focused on developing a set of guidelines and policies for planning for first and last mile access to regional transit stations. The study includes examining conditions for bicycle and pedestrian access at 12 Metro stations, and the development of design guidelines for future improvements.

Michigan Avenue Neighborhood Greenway, Santa Monica, CA
Mr. Delo is IBI Group's task lead for the conceptual design element for this project, which is focused on the implementation of a neighborhood greenway along Michigan Avenue, link the beach with Santa Monica HS and the Pico/Union neighborhood. Strategies include traffic calming, traffic circles, and other bike improvements.

Lydia La Point, P.E., LEED AP, Transportation Engineer

EDUCATION

- B.S. (Civil Engineering with a Minor in Information and Computer Science), University of California, Irvine, 2003

REGISTRATION

- Registered Civil Engineer - California 70858; Arizona 52638

Ms. La Point is a Transportation Engineer with nine years of experience in the Irvine office of IBI Group. Her depth and breadth of planning and engineering experience includes forecast analysis, grant funding, and the preparation of engineering plans, specifications and estimates. She has managed and prepared numerous traffic and parking analyses for a variety of land uses that included issues related to neighborhood traffic management, parking requirements, shared parking, alternative transportation, transit planning, and passenger car equivalent analysis.

Fourth District Bikeways Collaborative, Orange County, CA
This project identifies and plans for regional bikeway priorities in this section of the county. The project involved working with staff and bicycle advocates from each city to identify priority routes and work towards a more cooperative planning process for regional bike routes that would cross jurisdictional boundaries. Ms. La Point was the task lead for the development of conceptual design plans prepared for two bikeway corridors.

Pasadena Road Diets Study, Pasadena, CA
This study was prepared for the City of Pasadena to test the effectiveness of Road Diets in reducing speed and improving safety. Road Diets involve the removal of existing traffic lanes and allocating newly available street right-of-way to left turn lanes, bicycle lanes, and/or improved pedestrian facilities, including: sidewalks, median refuges, and landscaping. Ms. LaPoint utilized the CompleteStreets software package to analyze conditions.

Figueroa Corridor Streetscape Project, Los Angeles, CA
The Figueroa Corridor Streetscape Project is exploring streetscape and separated bicycle lane opportunities along Figueroa Street between 7th Street and 41st Street. Ms. La Point prepared the traffic analysis for the each of the alternatives, and developed preliminary striping and signal plans for the preferred alternative.

Santa Ana Circulation Element Update, Santa Ana, CA
IBI Group is assisting the City of Santa Ana in the update of their General Plan Circulation Element. It involves a complete evaluation of the Master Plan of Streets and Highways and development of a Bicycle and Pedestrian Master Plan. Ms. La Point is working on the traffic analysis and technical report associated with the update.

Staffing Plan

KTU+A has a dedicated mobility team for active transportation projects such as bicycle, trail and pedestrian master plans. Collectively, this team has prepared more than 30 active transportation plans in San Diego, Riverside, San Bernardino, Orange and San Luis Obispo Counties. The team includes:

- *Principal Planner Mike Singleton*: responsible for contract administration, project oversight and quality control
- *Project Manager John Holloway*: responsible for coordination with the City of Moreno Valley, management of the KTU+A in-house and subconsultant team, public outreach facilitator
- *Mobility Planners Joe Punsalan and Catrine Machi:* responsible for GIS analysis, research and development of recommendations, public outreach support

Current and Anticipated Commitments:

Mike Singleton (KTU+A)

- Salinas River Trail Master Plan - complete October 2013
- City of Encinitas Coastal Rail Trail - complete December 2013
- SANDAG Vanpool and Carpool Study - complete June 2013
- City of Temecula Multi-Use Trails and Bikeway Master Plan - Start May 2013

John Holloway (KTU+A)

- Salinas River Trail - complete October 2013
- City of Encinitas Coastal Rail Trail - complete December 2013
- City of Huntington Beach Bicycle Master Plan - complete May 2013
- City of Temecula Multi-Use Trails and Bikeway Master Plan - Start May 2013

Joe Punsalan (KTU+A)

- National City SMART Foundation - complete March 2014
- City of Huntington Beach Bicycle Master Plan - complete May 2013
- City of Temecula Multi-Use Trails and Bikeway Master Plan - Start May 2013

Catrine Machi (KTU+A)

- City of Huntington Beach Bicycle Master Plan - complete May 2013
- City of Temecula Multi-Use Trails and Bikeway Master Plan - Start May 2013

Bill Delo (IBI)

- OCTA District 1 & 2 Bikeways Strategy - complete June 2014
- Santa Ana Circulation Element - complete December 2013
- Yosemite Mariposa Grove Visitor Shuttle Operations Study - complete July 2013

Lydia La Point (IBI)

OCTA District 1 & 2 Bikeways Strategy - complete June 2014

- Figueroa Streetscape Plan - complete June 2013
- Yosemite Mariposa Grove Visitor Shuttle Operations Study - complete July 2013

David Aulwes (IBI)

- Michigan Avenue Neighborhood Greenway - complete December 2013
- Santa Monica Bicycle Lane - complete July 2013
- Tri-Met On-Call - complete September 2013

Project Scheduling and Budgeting

KTU+A utilizes Microsoft Project for milestone tracking and progress. A Project Critical Path will be provided including all tasks. Specific dates for near term tasks will be agreed upon with the City. The Microsoft Project schedule will be updated monthly and a summary of completed tasks and progress percent per phase will be provided for the quarterly reports. In addition to Microsoft Project, KTU+A utilizes Deltek "Vision" as an accounting, invoicing and resource leveling software tool. This tool is used on a weekly basis to schedule all staff and to check on the progress of milestones and project budgets. KTU+A assures best project management practices within the firm through guidelines developed internally to provide in-house continuity and standards.

Moreno Valley Bicycle Master Plan Update		KTU+A					IBI Group			Total Hours
		Principal Planner	Project Manager	Associate Mobility Planner	Mobility Planner	Graphic Designer	Senior Transportation Planner	Transportation Engineer	Transportation Planner	
Task 1: Project Initiation										
1.1	Kickoff Meeting, quarterly reporting		6	6			6			18
1.2	Staff Coordination	City Responsibility								0
1.3	RFP for Consultant Services	City Responsibility								0
1.4	Deliverables	City Responsibility								0
	Sub-total Hours	0	6	6	0	0	6	0	0	18
Task 2: Public Outreach										
2.1	Stakeholder Outreach	City Responsibility								0
2.2	Workshop #1		24	24	24	16			6	94
2.3	Workshop #2		24	24	24	16			6	94
2.4	Workshop #3		24	24	24	16			6	94
2.5	Deliverables		4	8	16					28
	Sub-total Hours	0	76	80	88	48	0	0	18	310
Task 3: Data Collection and Analysis										
3.1	Inventory Existing City Facilities		32	40	40		8		8	128
3.1a	Conduct eight (8) Bicycle and Pedestrian Counts			6			4		8	18
3.2	Review Regional Plans		2		16					18
3.3	Identify Other Modes of Transportation within City		2				10		16	28
3.4	Review Bicycle Facility State of the Practice		2		16					18
3.5	Deliverables		8		4					12
	Sub-total Hours	0	46	46	76	0	22	0	32	222
Task 4: Bicycle Master Plan Development										
4.1	65% Draft Bicycle Master Plan		80	60	60	16	6	16		238
4.2	90% Bicycle Master Plan		40	24	24		6	8		104
4.3	Final Bicycle Master Plan		40	24	24	16		8		112
4.4	Adoption of Bicycle Master Plan		8	6						14
4.5	Deliverables		6		6					12
		0	174	114	114	32	14	32	0	480
Task 5: Project Management and Administration										
5.1	Fiscal Administration	4	8				6			18
5.2	Quarterly Reports		4	4	4					12
5.3	Deliverables	2	6							8
	Sub-total Hours	6	18	4	4	0	6	0	0	38
	Total hours per staff	6	320	250	282	80	48	32	50	1,068
		1%	30%	23%	26%	7%	4%	3%	5%	100%

Task 1: Project Initiation

Kick-Off meeting and developing work plan

Upon contract award, a kick-off meeting with the City will be scheduled within two weeks after receipt of the notice to proceed. The kick-off meeting will address project objectives, detailed work plan, public participation, project schedule, data collection and system inventory. This will be an opportunity to fine-tune the work plan and schedule to fit City needs.

Task 2: Public Process

Public Workshop #1: Provide Bicycle Master Plan overview, vision and goals and gather input

The first public workshop will be conducted to begin developing project vision, goals and objectives. Existing facilities, opportunities and constraints will be presented to begin soliciting feedback on improvements needed for these facilities and for developing new ones. The public comments will assist in developing recommendations, identifying potential projects and determining the level of community awareness.

Public Workshop #2: Present existing conditions/gather public input

The second public workshop will present the results of the data collection effort and needs assessment process to solicit comments from the public regarding issues, concerns and recommendations regarding the existing and proposed bicycle facilities. Recommended programs and policies will also be presented to gather feedback on what kind of programs and policies the public would like to see to improve the City's cycling environment.

Public Workshop #3: Present preliminary plan to the stakeholders

The third workshop will be held at the recommended projects stage of the planning process. The recommended projects will be presented to the stakeholders to fine-tune the plan. The Final Bicycle Master Plan will summarize and reflect the results of the public participation input.

KTU+A will reach out to unique communities of interest, including cyclists, pedestrians and transit users at the workshops. These workshops will also be an opportune time to provide educational materials and outreach to attendees. KTU+A's team has three League Certified Instructors (LCIs) that can assist those wanting more information and education regarding safe cycling. KTU+A can assist in producing materials with the help of the Stakeholder Group to educate new and less experienced cyclists.Spanish translation will be available at the workshops.

Added Value: KTU+A communicates complex issues through informative graphics, such as large-scale maps and 3D models. Many of these graphics have been compiled for other projects and will allow the team to spend time on the specifics of this scope instead of preparing materials for general communication. This includes presentation materials and mapping, as well as tables and charts that help to explain the issues and solutions related to bikeways and related facilities.

Develop on-line survey

KTU+A will develop an on-line survey and a map-based input tool for community input. The map-based on-line tool will allow the public to pinpoint areas of concern and provide comments about these locations. Past experience has shown that on-line surveys are an efficient way to gather relevant information. They allow those who cannot attend the public workshops or are hesitant to speak in public to voice their concerns. Surveys will be on-line until the production of the first draft. The on-line survey can also be provided in Spanish.

Stakeholder Group meetings

KTU+A will coordinate with the City to identify and develop a Stakeholder Group. Meetings with the Stakeholder Group will be held as needed to ensure the Bicycle Master Plan is progressing in concert with other ongoing projects in the City. Team members will attend a maximum of four (4) Stakeholder Group meetings at the discretion of the City's project manager.

Deliverables: List of prospective workshop attendees, meeting summaries project vision/goals, facility opportunities and constraints and summaries including stakeholder suggestions.

Task 3: Data Collection and Analysis

3.1 Review and inventory existing facilities, including bike parking

a. Collect GIS and CAD data

KTU+A will collect GIS data for Riverside County Transportation & Land Management Agency (TLMA) and SCAG and will supplement the data with that of the City's. Once data needs have been established, KTU+A will collect, create and assemble GIS mapping of existing multi-use paths, bicycle lanes and routes, connections to current trails, bicycle parking facilities, transit service network, key community destinations (schools, libraries, parks, pedestrian districts, community centers, churches, employment centers, etc.), and the important connections between these alternative transportation networks and the destinations where City residents live, work and play, both locally and regionally.

b. Conduct existing conditions mapping

With the data collected, KTU+A will create base maps for initial field work and identify any data gaps or other needs to complete the plan. These datasets are essential for field work, presentations, analysis, public workshops and the report. KTU+A is familiar with relevant state and federal laws, especially as they apply to bikeways and trails. We will prepare the necessary maps to satisfy state requirements for bicycle transportation plans and also include a section in the final plan that provides a checklist of the California Streets and Highways Code section 891.2 requirements noting their location in the document.

When the initial mapping exercise and model development has been completed, field investigations will mostly consist of cycling throughout the City to get a "cyclist's perspective" of how the facilities function, individually and as a whole. KTU+A will encourage members of the Stakeholder Group to join our field investigations to show us areas they know are of concern to cyclists.

In what condition are the facilities? Do they meet standards? What aspects of the facilities feel unsafe? What are possible solutions? These are questions that often can only be analyzed by experiencing the facilities themselves. The team will identify missing links, extensions and safe routes to schools, parks, employment centers, retail and transit, as well as inventory bicycle push buttons and bicycle detector loops. Connections to existing and planned facilities in adjacent jurisdictions will also be identified. In some instances, solutions to problems may need to be innovative for conflicts to be mitigated. KTU+A will identify potential innovative, cost-conscious and practical solutions to mobility issues.

Bicycle parking is an issue in many cities. There is usually not enough or it is not located in the areas where it is most needed. Recently, KTU+A has inventoried bicycle parking for similarly sized cities such as Chula Vista and Huntington Beach and developed cost estimates and recommendations for proper installation to improve bicycle parking. KTU+A has also created materials for volunteers to survey bicycle parking. This same effort can be conducted for this project. The data will be compiled and organized for delivery to the City at the end of the project.

c. Conduct bicycle counts

The second proposed data collection effort will focus on counting peak period bicycle activity at up to ten (10) locations across the city. IBI Group will coordinate and schedule these counts at selected locations, such as those with a history of bicycle-related collisions or those identified by the Stakeholder Group. This data will then provide baseline bicycle activity levels, and can also be utilized to normalize the bicycle collision data, thus allowing the City to understand the true collision rate. Counts could be repeated annually at the same locations to track both activity levels and collision rates. This data from both of these tasks are especially valuable to support future grant applications.

3.2 Review existing documents

KTU+A will review and summarize existing goals, objectives and policies concerning bicycle facilities and programs included in the City's current General Plan Circulation and Infrastructure Elements, WRCOG Non-motorized Transportation Plan, Compass Blue Print Plans, Regional Transportation Plan, Sustainable Communities Strategy and adjacent cities' bicycle master plans. Analysis of the existing bicycle program will reference the checklist of required elements for bicycle transportation plans in the California Streets and Highways Code section 891.2.

3.3 Identify other transportation modes within City

This task will identify and document the range of travel modes available within the City of Moreno Valley, with particular emphasis on identification of local, regional and inter-regional transit services. These services include Riverside Transit Agency (RTA) bus service, Metrolink commuter rail and Amtrak inter-city bus service. KTU+A's subconsultant, IBI Group, will lead this task, drawing on the firm's extensive knowledge of transit systems and transit system operations within Riverside County and southern California. IBI has been involved in several transit studies for Western Riverside County, including the completion of a comprehensive operational analysis for RTA and a bus rapid transit study for WRCOG. IBI will be responsible for collecting the appropriate data on headways, service and ridership from each of the transit operators offering service in the city.

The objective in identifying these transit services, as well as the stops, stations, frequencies and other pertinent information, is to identify how the City's bicycle network can provide improved and safe connections with the local and regional transit network. In the review of regional documents and transit services, IBI will focus on strengthening first and last mile connections to transit stations for cyclists. Linking bicycle routes and infrastructure to transit services expands the potential travel distance for cyclists and can help to encourage more cycling and use of transit for commute and non-commute trips. IBI has been working recently with LA Metro and SCAG on a first-last mile strategic plan for transit stations in Los Angeles County. Their work on this project highlights the importance of strengthening these connections between active transportation and transit to promote travel by both modes. Included within this work effort is the identification of best practices and street design guidelines for improving bicycle access to transit. Many of the lessons learned from this effort can be applied to Moreno Valley.

In this task, all transit routes, stations, and stops will be identified on a map of the City. This map can then be overlaid on the bicycle network map developed in subsequent tasks to identify and strengthen connections between the planned bicycle network and transit services. Information related to service frequency, destinations and connections served and span of service will also be documented in a matrix to be used as part of network development and evaluation process.

3.4 Review bicycle facility state of practice

KTU+A will review information regarding the City, regional and national bicycle facility state of practice, not just bicycle facilities, but for Complete Streets, including bicycle and accessible pedestrian facilities, and transit supporting infrastructure. KTU+A's has experience with planning and designing innovative bicycle facilities such as those found in the NACTO Urban Bikeway Design Guide and the AASHTO Guide for the Development of Bicycle Facilities. These documents will be utilized to bring Moreno Valley up to date with the most current state of bicycle planning practices. KTU+A will provide descriptions and diagrams of design standards, a map of proposed street classifications with text descriptions and will suggest tools and techniques to reduce barriers to individuals choosing alternative travel modes.

The team will focus on integrating the goals and objectives of these separate initiatives to form a cohesive and comprehensive statement of the City's goals, policies and programs for a "Complete Streets" approach to transportation. We know that

community health is linked to community design; it is know recognized that supporting bicycling and walking - and the policies and practices that affect them – is a public health, environmental, safety and welfare issue.

Added Value: *Develop GIS-based suitability index for analysis*
KTU+A developed and maintains a current GIS-based Bicycle Suitability Index for bicycle planning. This model provides an objective tool to assist in recommending and ranking projects. KTU+A will develop a GIS model for the initial field work, evaluation and ranking of bicycle facility projects. The model incorporates data such as demographics, collisions and activity centers to assist in project ranking and to identify areas that warrant further investigation for need or improvement of bicycle facilities. This model will be used for the Moreno Valley Bicycle Master Plan, the ability to objectively prioritize proposed projects directly supports future City grant applications.

Research bicycle related collisions: KTU+A will collect and analyze the City's bike-related collision data to identify education needs to improve driver/cyclist education. Data will be collected through the California Highway Patrol's Statewide Integrated Traffic Records System (SWITRs). Collision data provides insight into patterns of unsafe bicycling environments, such as time of day, time of year and how they relate to location. This can highlight a need for increased education for students riding their bike to school, for example. Additionally, a pattern of locations like mid-block versus intersection crashes can reveal localized problems with visibility, engineering or driver education. A pattern of crashes resulting from wrong-way cycling may suggest additional cyclist education programs focused on correcting this dangerous activity.

Deliverables: Summary memos, maps and exhibits

Task 4: Bicycle Master Plan Development

4.1 65% Draft Bicycle Master Plan

The KTU+A team will incorporate pertinent comments and changes from the reviewers into the 65% Bicycle Master Plan. The comments will be compiled by the City before they are sent to KTU+A for incorporation.

Subtask A: Engineering: *Identify deficiencies/issues/conflict areas and provide solutions*
The team's planners are regular cyclists of varying experience types and abilities. With our hands-on approach to field work, we will ride throughout the City ourselves and base our analysis on a cyclist and pedestrian's perspective, as well as from a professional planning standpoint.

Based upon the findings of the existing conditions and resulting needs, KTU+A will develop solutions to missing connections, barriers and conflict points that may be deterring residents from cycling more. Our cycling experience, along with our extensive experience in preparing local bicycle and pedestrian plans, will provide the City of Moreno Valley with state-of-the-art, feasible, functional and implementable solutions.

a. Develop vision, goals and objectives
From input gathered from the Stakeholder Group meetings and public workshops, KTU+A will develop and refine plan vision, goals and objectives. A thorough review of plans, such as the City's General Plan, will be conducted to assure compliance with existing City documents. These visions, goals and objectives will be amorphous as public feedback is gathered. Other elements of the General Plan and related City documents will be reviewed for consistency and integration. Regional and adjacent city bicycle plans will also be reviewed and incorporated where applicable.

b. Develop recommended bikeway projects (including bike parking)
KTU+A will analyze all the existing data, GIS model, public and Stakeholder Group input to develop recommendations to improve the bicycle network.

Bikeway project development will include identifying and closing the City's bikeway network gaps and utilizing opportunities along flood channels, active or abandoned railways, power lines and other utility easements. Connections to schools, employment areas, public facilities, parks, bus and transit stops and adjacent city facilities are all components of bikeway facility recommendations. Other factors, such as traffic volumes, speed limits, bicycle-related collisions, project cost and feasibility, are additional elements analyzed for project development. Public input plays a significant role in determining the best routes throughout a city. Local knowledge of everyday cycling situations in Moreno Valley is some of the most important information we consider.

Individual project sheets will be developed to provide the details necessary for implementation. Details may include suggested lane widths, traffic calming treatments, signage, street crossing improvements and flood channel and power line easement alternatives. In addition, this task includes the identification of amenities to further encourage cycling in Moreno Valley, such as bicycle lockers or racks and proposed locations for each amenity. The City will review these projects for feasibility prior to ranking and cost estimating.

c. Prioritize recommended bikeway projects and cost estimates
The prioritized projects will be listed by facility type and include opportunities and constraints, improvements and cost estimates. The prioritization process includes results from the Bicycle Suitability Index and other metrics such as system gaps, collision rates and safety concerns. Depending on the project needs, cost estimates include improvements such as painted lane treatments, intersection controls and additional signage.

When the prioritized projects are approved for each facility type, an implementation process can be developed. This process can include:

- Propose a phasing strategy to implement on-street bike lanes incrementally
- Identify high demand/priority routes and destinations that should be implemented first
- Identify existing infrastructure projects already approved to incorporate bike facilities
- Prioritize the remaining routes to be built after high priority routes are completed
- Identify national, state and local funding sources available to implement bike lanes
- Identify other funding ideas/mechanisms being utilized in other communities
- Strategize ways to market cycling as a means of transportation and incentivize developers to incorporate bicycle friendly design into their developments

d. Caltrans BTA requirements
Items a-k in the Caltrans Bicycle Transportation Account Code Section 891.2 Compliance will be addressed throughout the 65% submittal phase.

Subtask B: Evaluation and planning
Under this task, KTU+A will focus on two key subtasks – bicycle facility and travel evaluations and policy/municipal code evaluations. Each of these subtasks is described below.

a. Needs and demand: Bicycle facility and travel evaluation
Two key data collection efforts will support an evaluation of bicycle facility and travel in the City: development and distribution of an on-line survey and the peak period bicycle counts.

Summarizing the public input, on-line survey and bicycle counts will provide an important baseline riding behavior and preferences database of Moreno Valley's residents. The survey can be re-administered at three to five year intervals and incorporated into an active transportation performance monitoring report that can serve as a bicycle promotional piece oriented toward elected officials, city staff and community members.

b. Policy evaluation
This subtask will focus on three key components: an evaluation of existing educational and enforcement programs; a review of current municipal codes; and development of a performance-monitoring program. Each of these efforts is described below.

KTU+A will utilize the Stakeholder Group's knowledge to understand the City's full spectrum of existing bicycle educational and enforcement programs. We will assemble our findings, along with information about preferences obtained from the on-line survey, and draft recommendations for the City to enhance and expand its approach to education and enforcement.

KTU+A will review the current municipal code for bicycle parking requirements and compare it against national best practices. Recommendations will be made for modifications to the municipal code to enhance the provision of bicycle parking as new development and redevelopment occurs.

KTU+A will develop a performance-monitoring plan, including a set of desirable bicycle travel and facility indicators that can ideally be incorporated into the circulation element. Performance measures, along with the necessary data types, will be identified. As part of this planning effort, the baseline values for some of the indicators can be calculated and documented. The performance-monitoring plan will provide a framework for future and on-going bicycle-related data collection to support a thorough understanding of cyclists' needs and progress towards increasing citywide cycling rates and safety.

c. Estimation of existing and future bicycle commuters
KTU+A will use American Community Survey, SCAG regional forecasts and Census 2010 data to estimate existing bicycle commuters and other mode shares. Formulas based on increasing bicycle mode shares will be utilized to estimate Moreno Valley's future bicycle commuter increase. The bicycle counts will also be used as baseline information to develop guidance in monitoring improvements as bikeways get implemented.

Estimation of other mode shares, vehicle miles reduced, and air quality benefits will also be included as required by SB 375.

d. Map production
Maps of existing and future conditions will be developed and incorporated into the report and public workshops. All map production will be completed using ArcGIS 10.1 with Spatial and Network Analyst extensions. Data will be compiled and delivered at the end of the project.

Subtask C: Education
a. Identify City's current bicycle programs
KTU+A will work with City staff and Stakeholder group members to identify and summarize the City's current bicycle education programs. These programs may be administered by the City, local schools, and police department.

b. Coordinate with City and Stakeholders on efforts for increased education
KTU+A will coordinate with stakeholders to review current bicycle programs to identify where efforts to increase education would be best directed. Stakeholder groups are often a unique combination of individuals and the organizations and departments they represent. This collaboration can bring to light innovative approaches to increasing education.

c. Develop recommendations for educational opportunities
KTU+A will provide recommendations for bicycle education programs employing background research, experience and brainstorming. However, these recommendations fall short without local champions to engage in these efforts. KTU+A will coordinate with the Stakeholder group to identify programs and ideas more likely to move forward. With this refinement, KTU+A can focus more on applicable recommendations.

Subtask D: Enforcement
KTU+A recommends including law enforcement representation in the Stakeholder group since they play a critical role in the educational and enforcement aspects of improving cycling. When law officers cite cyclists for violations, they also have the opportunity to provide timely educational insight.

KTU+A will evaluate current enforcement programs and other programs currently in place or planned. With LCIs on the team, KTU+A is well versed in the rights and obligations of cyclists. With the team's knowledge of the different enforcement methods of promoting cycling safety in southern California, we can suggest successful programs and provide additional recommendations to aid the City's ongoing efforts.

The team will look at ways to support equitable and general enforcement, identifying areas of improvement for existing enforcement efforts and to provide materials to support these efforts. Reviewing applicable City codes will be a part of this task, as well as providing recommendations to improve codes and policies to target enforcement, safety enhancements, effectiveness and cycling convenience.

Subtask E: Encouragement: *Research incentive programs, increased awareness and community events to increase ridership and research local cities and adjacent counties on their encouragement efforts*
KTU+A will assist with brainstorming for ideas to encourage cycling in Moreno Valley by researching ideas regionally, from across the nation and even internationally. We can provide unique insight as to how other encouragement efforts have been implemented. Additionally, KTU+A bicycle planners are all members of the Association for Pedestrian and Bicycle Professionals (APBP). This organization provides a wealth of knowledge about what does and does not work for bicycling in cities across the nation and in other countries.

a. Develop recommendations to encourage more bicycle ridership
KTU+A will coordinate with the City and Stakeholder Group to sift the many brainstormed ideas into a list of feasible opportunities for encouragement programs.

Subtask F: Equity
Equity is the newest 'E' to be added to the standard Es. The demographic diversity of Moreno Valley must be taken into account when planning facilities to assure that all user needs are considered. Equity will focus on assessment and recommendations that serve the diverse population and those that cycle or walk out of necessity. Because over 50% of the City's population is Hispanic, providing both Spanish and English versions of surveys, flyers and other media will be very important. KTU+A will create workshop media in both Spanish and English and will provide translation services at workshops.

We will follow direction from the City regarding what to include from the City's social and environmental justice analysis in this portion of the plan.

a. Update grant funding sources
Bicycle Transportation Account compliance requires a description of past expenditures for bicycle facilities and future financial needs for projects that improve safety and convenience for bicycle commuters in the plan area. KTU+A will compile the necessary financial information provided by the City and combine it with the implementation plan cost estimate and prioritization to fulfill this requirement and provide the City with a user-friendly template to begin planning to fund the recommended bicycle projects.

KTU+A updates our funding sources as new ones are created and older ones end. This provides the City with the latest information to apply for grants to begin planning and construction of bikeway projects. The KTU+A team has experience in grant writing and can work the City with writing a grant at the end of the project.

b. Design Guidelines
KTU+A has developed a toolbox for bicycle facilities to assist our clients in visualizing what possible solutions are needed. The toolbox meets Caltrans and Complete Street design guidelines, as well as provides innovative solutions such as those from the NACTO Urban Bikeway Design Guide and the AASHTO Guide to the Development of Bicycle Facilities. The comprehensive toolbox contents will be updated to meet the City's needs.

c. Draft Plan Preparation
The KTU+A team will prepare a 65% Draft Bicycle Master Plan that provides complete documentation of the project as previously described. The draft plan will include pertinent background information, all the analysis done to date, GIS mapping of existing and proposed bicycle facilities, goals, policies, cost estimates and recommended programs for the Six Es.

Deliverables: 65% Draft Submittal. Five (5) hardcopies and one PDF

4.2 90% Draft Bicycle Master Plan
The KTU+A team will incorporate comments and changes and submit a 90% Draft Plan for staff review. This plan may be posted on the city's web site for an informal review. Review will be for minor corrections since the plan should basically be complete by this time. The 90% draft will include updated cost estimates for the recommended improvements and an updated implementation plan identifying funding opportunities that reflect any changes since the earlier draft.

Deliverables: 90% Draft Submittal. Five (5) hardcopies and one digital PDF

4.3 Final Bicycle Master Plan
The final plan will be submitted for Planning Commission and City Council review and approval. Design guidelines, cost estimates, and the implementation plan will be included.

Deliverables: Final Draft of the Bicycle Master Plan. Five (5) copies and one PDF

Added Value: Graphic clarity: The plan will be assembled using Adobe® InDesign® software that supports effective integration of photographs, tables, text, maps and digitally connected tables of contents, lists of figures and indexes. The outcome is a product easy to understand, informative and useful.

KTU+A communicates complex issues through informative graphics such as large-scale maps and 3D models. Many of these graphics have been compiled for other projects and will allow the team to spend time on the specifics of this scope instead of preparing materials for general communication. This includes presentation material,s as well as tables and charts that explain the issues and solutions related to bicycle and related facilities.

4.4 Adoption of Master Plan

Planning Commission Public Hearing: KTU+A will provide support for staff presenting the final plan for Planning Commission and Parks and Recreation Commission consideration and recommendation of approval to the City Council. This meeting will be noticed as a public hearing and the public will have an opportunity to comment and speak on behalf or against the plan.

City Council Public Hearing: The master plan will be considered by the Moreno Valley City Council for approval and adoption. This meeting will be noticed as a public hearing and the public will have an opportunity to comment and speak on behalf or against the plan.

Deliverables: Approved Moreno Valley Bicycle Master Plan, Five (5) hardcopies and one digital PDF copy

Task 5: Project Management and Administration

As the project progresses, KTU+A will provide quarterly progress reports to the City Project Manager, which will include the following information:

- Status of work completed to date
- Work anticipated to be completed in the next reporting period
- Problems/obstacles identified during this period
- Updated project schedule
- Outstanding issues (items would remain on this list until resolved)

Deliverables: Quarterly progress reports, agendas, meeting minutes, detailed project schedule

Project Schedule

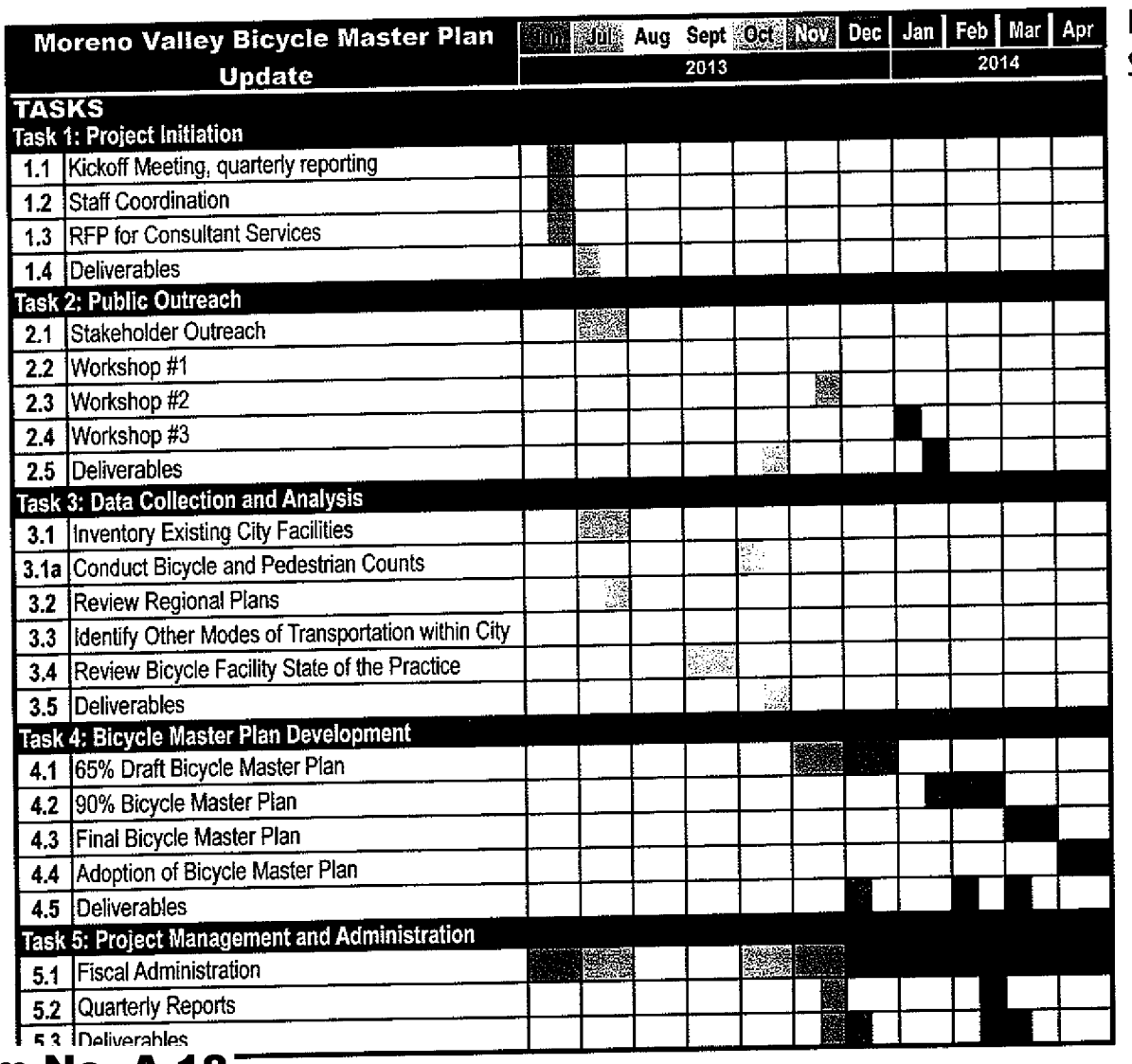

Quality Control and Assurance Plan

Principal involvement in our projects ensures that the design integrity is upheld, while the project meets all applicable codes, restrictions and regulations. KTU+A delegates assignments to staff with the necessary experience and skill to meet the project requirements and/or assure that those tasked with the project are trained effectively. KTU+A has a written Quality Control Plan with specific procedures that are supervised by the principals of the firm to ensure completeness, accuracy, well-coordinated plans and documents that meet the client's scope and expectations.

KTU+A's quality assurance plan is summarized as follows: KTU+A has a comprehensive Quality Control Plan that is implemented at specific project phases (see below);

- KTU+A starts with a clear understanding of project requirements and client needs prior to commencing work;
- KTU+A, the client and the consultant team schedule regular review meetings to discuss project issues, requirements, budgets, schedules, design parameters and progress;
- The KTU+A project manager maintains close communications with in-house support staff and client;
- Submittals by KTU+A to the client are scheduled to allow a complete plan check and coordination review before each formal submittal;
- KTU+A uses an in-house third party review procedure to ensure the effectiveness of our Quality Control Plan.

Insurance

KTU+A has comprehensive general liability policy with an aggregate total of $2,000,000. We also maintain a Professional Liability Error and Omissions policy with an aggregate claim limit of $2,000,000.

KTU+A Quality Control Plan

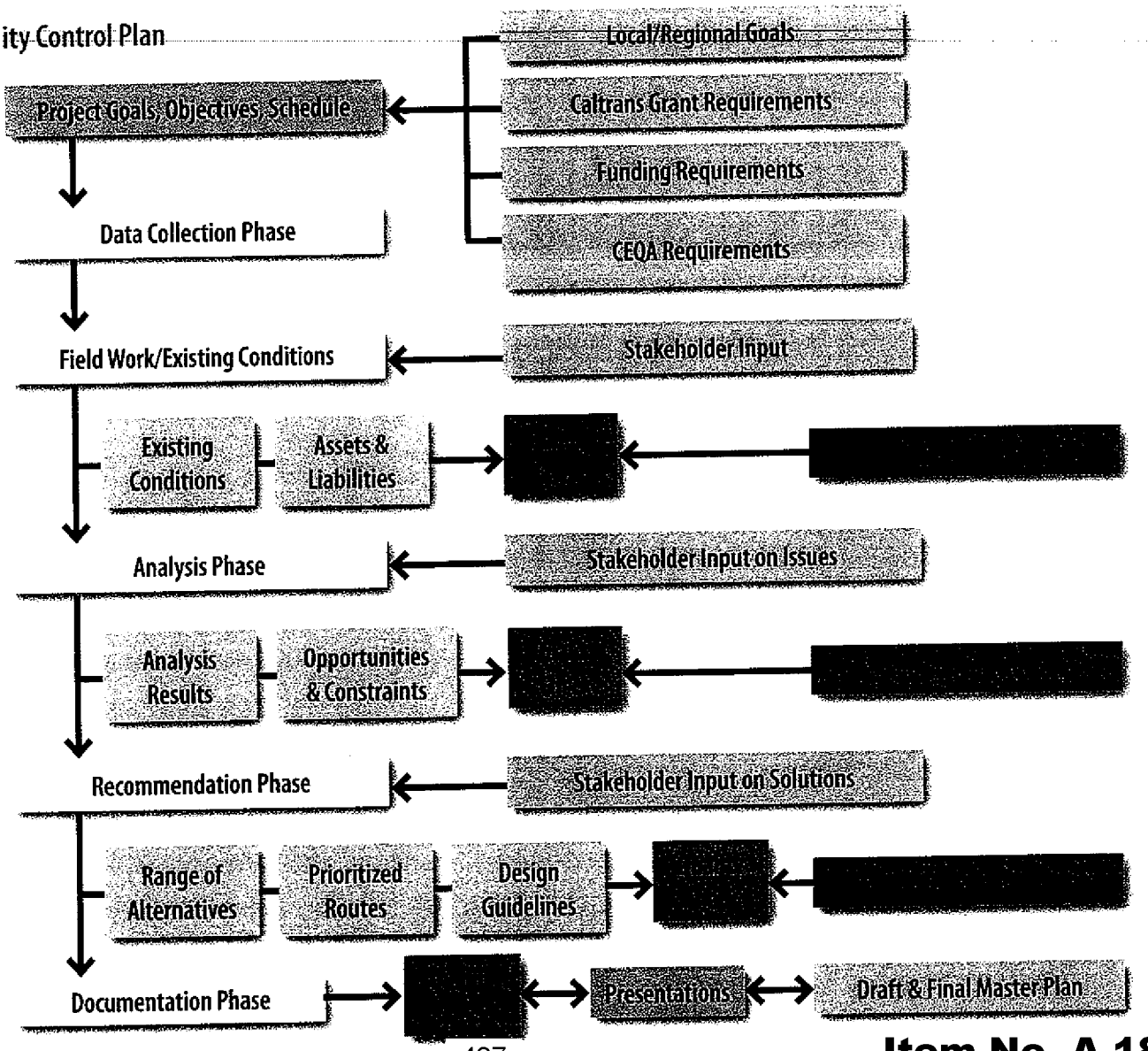

KTU+A has no lobbying activities to disclose

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance	**2. Status of Federal Action:** ☐ a. Bid/offer/application b. Initial award c. Post-award	**3. Report Type:** ☐ a. Initial filing b. Material change **For Material Change Only:** Year _____ Quarter_____ Date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier_____, *if known* **Congressional District**, *if known:*	**5. If Reporting Entity in No. 4 is Subawardee. Enter Name and Address of Prime:** **Congressional District**, *if known:*	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*_____	
8. Federal Action Number, *if known:*	**9. Award Amount**, *if known:* $	
10. Name and Address of Lobbying Entity *(If individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(Last name, first name, MI):*	
11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** Sharon Singleton **Print Name:** Sharon Singleton **Title:** Vice President **Telephone No.** 619 294-4477 **Date** 4/17/13	
Federal Use Only:	Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)	

Standard Form LLL Rev. 06-04-90
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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/5/2012

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

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

PRODUCER

Cavignac & Associates
450 B Street, Suite 1800
San Diego, CA 92101-8005
License No. OA99520

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): 619-234-6848 FAX (A/C, No): 619-234-8601
E-MAIL ADDRESS: certificates@cavignac.com
PRODUCER CUSTOMER ID #: KTU&A-1

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: TRAVELERS PROP CAS CO OF AMER	25674
INSURER B: XL SPECIALTY INS CO	37885
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

K T U + A, Inc.
3916 Normal Street
San Diego, CA 92103 United States

COVERAGES CERTIFICATE NUMBER: 195977 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			6801C93201A	9/1/2012	9/1/2013	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
	X Contractual Liability						PERSONAL & ADV INJURY	$ 1,000,000
	X Separation of Insureds						GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	POLICY X PRO-JECT LOC						Deductible	$ 0
A	AUTOMOBILE LIABILITY			6801C93201A	9/1/2012	9/1/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X HIRED AUTOS							$
	X NON-OWNED AUTOS							$
	X No Company Owned Autos							
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB7109Y567	9/1/2012	9/1/2013	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Professional Liability			DPR9700947	9/1/2012	9/1/2013	Ea Claim & Aggreg	$2,000,000

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

Prof. Liab. - Claims made, defense costs included within limit.

CERTIFICATE HOLDER

Union Bank, N.A. - CLTS
Its Successor's and or Assigns
P.O. Box 3647
Everett, WA 98213
United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dorothy Amundson

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Moreno Valley Bicycle Master Plan	KTU+A					IBI Group			Sub-Totals
	Principal, Michael Singleton	Senior Associate, John Holloway	Associate, Planner/GIS Analyst Joe Punsalan	Planning/ GIS Support, Catrine Machi	Graphics / 3D / Materials, Michael Johnston	Associate, Bill Defo	Engineer, Lydia La Point	Planner, David Aulwes	
	$165.00	$135.00	$115.00	$105.00	$115.00	$172.12	$119.43	$104.95	Hours
Task A: Kickoff Meeting									
A.1 Kickoff Meeting		6	6			6			18
Sub-total Hours	0	6	6	0	0	6	0	0	18
Sub-total Costs	$0	$810	$690	$0	$0	$1,033	$0	$0	
Travel & Material Costs					$100			$0	
TOTALS				KTU+A	$1,500		IBI	$1,033	$2,533
Task B: Public Outreach									
B.1 Stakeholder Outreach	City Responsibility								0
B.2 Workshop #1		24	24	24	16			6	94
B.3 Workshop #2		24	24	24	16			6	94
B.4 Workshop #3		24	24	24	16			6	94
Deliverables: List of attendees, workshop summaries, meeting summaries, vision, goals and objectives, opportunies and contraints		4	8	16					28
Sub-total Hours	0	76	80	88	48	0	0	18	310
Sub-total Costs	$0	$10,260	$9,200	$9,240	$5,520	$0	$0	$1,889	
Travel & Material Costs					$600			$0	
TOTALS				KTU+A	$34,220		IBI	$1,889	$36,109
Task C: Data Collection and Analysis									
C.1 Inventory Existing City Facilities		32	40	40		8		8	128
C.1A Conduct Eight (8) Bicycle and Pedestrian Counts			6			4		8	18
C.2 Review Regional Plans		2		16					18
C.3 Identify Other Modes of Transportation within City		2				10		16	28
C.4 Review Bicycle Facility State of the Practice		2		16					18
Deliverables: Summary of Memo, maps and exhibits		8		4					12
Sub-total Hours	0	46	46	76	0	22	0	32	222
Sub-total Costs	$0	$6,210	$5,290	$7,980	$0	$3,787	$0	$3,358	
Travel & Material Costs					$400			$1,800	
TOTALS				KTU+A	$19,480		IBI	$8,945	$28,425
Task D: Bicycle Master Plan Development									
D.1 65% Draft Bicycle Master Plan		80	60	60	16	6	16		238
D.2 90% Bicycle Master Plan		40	24	24		8	8		104
D.3 Final Bicycle Master Plan		40	24	24	16		8		112
D.4 Adoption of Bicycle Master Plan		8	6						14
Deliverables: 65%, 90% and Final Bicycle Master Plan		6		6					12
	0	174	114	114	32	14	32	0	480
Sub-total Costs	$0	$23,490	$13,110	$11,970	$3,680	$2,410	$3,822	$0	
Travel & Material Costs					$500			$0	
TOTALS				KTU+A	$52,250		IBI	$6,231	$58,481
Task E: Administration and QA/QC									
E.1 Administration and QA/QC	6	18	4	4		6			38
Sub-total Hours	6	18	4	4	0	6	0	0	38
Sub-total Costs	$990	$2,430	$460	$420	$0	$1,033	$0	$0	
Travel & Material Costs					$100			$0	
TOTALS				KTU+A	$4,300		IBI	$1,033	$5,333
Total hours per staff	6	320	250	282	80	48	32	50	1,068
	1%	30%	23%	26%	7%	4%	3%	5%	100%
Total Material Costs:	$3,500		KTU+A Labor Costs		$111,750			IBI Labor Costs	$19,131
Percent of Total:	2.60%				83.16%				14.24%
								Grand Total Labor and Materials	$134,381

Additional item recommended beyond scope of work that represents added value while staying within published budget

KTU+A
3916 Normal Street
San Diego, CA 92103
Contact: Mike Singleton, Principal
619-294-4477 ext. 134
mike@ktua.com

Planning + Landscape Architecture

KTU+A 2013 Hourly Rates

Principal	$165.00
Senior Associate	$135.00
Associate	$115.00
Senior Designer/Senior Planner/GIS Analyst	$105.00
Designer/Planner	$95.00
Administration	$75.00

IBI Hourly Rates

Director	$215.00
Sr. Transportation Planner	$172.12
Transportation Engineer	$119.43
Transportation Planner	$104.95
Assistant Transportation Planner	$54.37
Graphics/Admin	$71.44

CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed $134,381.00.

2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml

3. The Consultant will electronically submit an invoice to the City upon completion of the defined milestones for progress payments along with documentation evidencing services completed to date. There will be no monthly invoice payments unless specifically identified otherwise below. These Milestones are:

    1. Public Outreach complete.
    2. Data Collection and Analysis complete.
    3. 65% Draft Master Plan complete.
    4. 90% Draft Master Plan complete.
    5. Master Plan Adoption.

The City shall make sole and final determination if a milestone as described above is complete and acceptable for payment. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to

(951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at miab@moval.org or calls directed to (951) 413-3155.

4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:

   A. Vendor Name, Mailing Address, and Phone Number
   B. Invoice Date
   C. Vendor Invoice Number
   D. City-provided Reference Number (e.g. Project, Activity)
   E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

W:\CapProj\CapProj\PROJECTS\Michael - 801 0045 70 76 - Bicycle Master Plan Update - CBTP Grant FY 12-13\Design Phase\Consultant -\Agreement\Attachment 1 - Agreement.doc

California Department of Transportation
Transportation Planning Grants
Fiscal Year 2012-2013

PROJECT TIMELINE

Project Title	City of Moreno Valley Bicycle Master Plan Update	Grantee	City of Moreno Valley

Task Number		Fund Source: Responsible Party	Total Cost	Grant Amount	Local Cash Match	Fiscal Year 2012/13 J A S O N D J F M A M J	FY 2013/14 J A S O N D J F M A M J	FY 2014/15 J A S O N D J F	Deliverable
1	*Project Initiation*								
1.1	Project Kick-off Meeting	City	$550	$500	$50				Meeting Notes
1.2	Staff Coordination	City	$2,200	$2,000	$200				Monthly Meeting Notes
1.3	RFP for Consultant Services	City	$1,100	$1,000	$100				Copy of Procurement Procedures and Executed Consultant Contract
2	*Public Outreach*								
2.1	Stakeholder Outreach	City	$2,200	$2,000	$200				List of Prospective Workshop Attendees
2.2	Workshop #1	Consultant	$5,000	$4,500	$500				Meeting Summary including project vision/goals and facility opportunities and constraints
2.3	Workshop #2	Consultant	$5,000	$4,500	$500				Meeting Summary including stakeholder suggestions
2.4	Workshop #3	Consultant	$3,500	$3,200	$300				Meeting Summary
3	*Data Collection and Analysis*								
3.1	Inventory Existing City Facilities	Consultant	$33,000	$30,000	$3,000				Summary Memo and Maps
3.2	Review Regional Plans	Consultant	$10,000	$9,100	$900				Summary Memo and Exhibits
3.3	Identify Other Modes of Transportation within City	Consultant	$11,000	$10,000	$1,000				Summary Memo and Maps
3.4	Review Bicycle Facility State of the Practice	Consultant	$5,500	$5,000	$500				Summary Memo and Exhibits
4	*Bicycle Master Plan Development*								
4.1	65 percent Draft Bicycle Master Plan	Consultant	$33,000	$30,000	$3,000				65% Draft Bicycle Master Plan
4.2	90 percent Draft Bicycle Master Plan	Consultant	$19,250	$17,450	$1,800				90% Draft Bicycle Master Plan
4.3	Final Bicycle Master Plan	Consultant	$5,500	$5,000	$500				Final (100%) Bicycle Master Plan
4.4	Adoption of Bicycle Master Plan	Consultant	$5,500	$5,000	$500				Approved Bicycle Master Plan
5	*Project Management and Administration*								
5.1	Fiscal Administration	City	$5,500	$5,000	$500				Invoice Packages
5.2	Quarterly Reports	City	$2,200	$2,000	$200				Quarterly Reports
	TOTALS		$150,000	$136,250	$13,750				

Note: Each task must contain a grant amount and a local cash match amount. Local cash match must be proportionally distributed by the same percentage throughout each task. Local in-kind match needs to be indicated where in-kind services will be used. Please review the grant program section that you are applying to for details on local match requirements. Make sure the project timeline is consistant with the scope of work.

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MV00208591

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 25, 2013

TITLE: FINAL APPROPRIATION FOR CAPITAL PROJECTS FUNDED BY THE 2007 TAX ALLOCATION BONDS

RECOMMENDED ACTION

Recommendations:

1. Approve the final appropriation for capital projects funded by the 2007 Tax Allocation Bonds as presented in Attachment 1.

2. Approve the creation of the Capital Project Reimbursement Fund (Fund 3008) to record the receipt of federal, state and local project reimbursements and appropriate the revenues and expenses presented in Attachment 1 in the amount of $834,525.

BACKGROUND

On November 29, 2007, the City's Redevelopment Agency (RDA) issued $41.6 million in Tax Allocation Bonds (TAB), Series A, to fund an important list of capital projects to improve traffic circulation, upgrade important infrastructure and to enhance the overall quality of life in the community.

DISCUSSION

The list of projects was amended on January 13, 2009, to represent the current list of approved projects to be completed from TAB proceeds. The City was challenged, upon this amendment, to complete the projects within timeframes required by IRS code. Staff worked expediently to move the projects forward quickly to meet the primary requirement to expend 85% of the bond proceeds by the 5 year anniversary of the

bonds to prevent the IRS from determining the bonds to be “hedge bonds”. Staff has worked with the IRS over the past several months to mitigate the penalties for not complying with the 5 year expenditure requirement by June 30, 2013. As staff is moving quickly to complete the remaining projects, primarily the Nason Bridge and the Moreno Beach Off-ramp projects, there is a need to administratively shift funds between these projects to ensure there is adequate budget in the correct project funds to keep the projects on track to rapid completion.

This staff report is recommending the City Council approve the shift of funds between the approved projects to accomplish administrative requirement. The most recent project budget approvals are included in the Capital Improvement Program budget appropriations. See Attachment 1 for the recommended shift of funds between projects to complete the final expenditure of bond proceeds. There is no additional request for funding.

Staff is anticipating federal reimbursements for both the Nason Bridge and Moreno Beach Off-ramp projects. Staff is recommending the creation of the Capital Project Reimbursement Fund (Fund 3008) to record the receipt of federal, state and local project reimbursements. Staff is recommending approving the appropriation of expected revenues and expenditures as presented on Attachment 1. This will allow the completion and close-out of these projects as the final funding source.

ALTERNATIVES

Not applicable

FISCAL IMPACT

The staff recommendations allow the completion of expenditures from TAB proceeds to complete needed projects that are nearing completion. The recommended appropriation changes from TAB funds reallocates funds between projects and provides no additional funding for the projects. Approval of the recommended TAB appropriation changes will allow staff to complete negotiations with the Internal Revenue Service to resolve pending issues regarding the timely expenditure of bond proceeds.

Creation of the Capital Projects Reimbursement Fund will allow staff to receive project reimbursements from a variety of local, federal and state sources and provide a fund for the appropriation of these funds.

There is no impact to the General Fund based on the staff recommendations.

CITY COUNCIL GOALS

Public Facilities and Capital Projects. Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

On November 29, 2007, the City's Redevelopment Agency issued $41.6 million in Tax Allocation Bonds, Series A, to fund an important list of capital projects. The projects are nearing completion. A final allocation of bond proceeds between the remaining active projects will allow staff to proceed with completion of the projects and final expenditure of bond proceeds.

The City also receives funding reimbursements from federal, state and local sources. Staff is recommending the creation of a Capital Projects Reimbursement Fund to receive and track the receipt and expenditure of these capital project funds.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1: Final Appropriation Adjustments for the Capital Projects funded by the 2007 Tax Allocation Bonds

Prepared By:
Dena J. Heald
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00208595

City of Moreno Valley
Public Works Department / Capital Projects Division
2007 Tax Allocation Bonds
Final Appropriation Adjustments

Successor Agency Revenue/Expenditure Appropriation

Project Description	GL Account No. Project No.	Type	Previous Project Appropriations	Proposed Adjustment of Remaining Funds	Final Recommended Project Appropriations
Main Library	N/A	Exp	3,304,864	-	3,304,864
Firestation #110	N/A	Exp	195,220	-	195,220
Neighborhood Park	N/A	Exp	205,417	-	205,417
Indian Basin, Storm Drain and Misc. Improvements	GL: 4821-70-77-80004 PN: 804 0003 70 77	Exp	3,831,000	(95,925)	3,735,075
Edgemont Water Phase 1	N/A	Exp	22,694	-	22,694
Day Street Improvements/Alessandro to Cottonwood	GL: 4821-70-77-80001 PN: 801 0034 70 77	Exp	3,402,000	(111,594)	3,290,406
Auto Mall Street Upgrades	GL: 4821-70-77-80001 PN: 801 0035 70 77	Exp	2,000,000	(16,978)	1,983,022
Day Street Improvements SR 60 to Ironwood (previously Ironwood Improvements/Day to Barclay)	GL: 4821-70-77-80001 PN: 801 0036 70 77	Exp	3,000,000	(595,963)	2,404,037
Nason/60 Bridge	GL: 4821-70-77-80002 PN: 802 0003 70 77	Exp	13,398,914	-	13,398,914
Fire Station - Morrison Park	GL: 4821-70-77-80003 PN: 803 0013 70 77	Exp	6,353,585	(1,328,123)	5,025,462
SR-60/Moreno Beach Drive South Side Interchange (Phase 1)	GL: 4821-70-77-80001 PN: 801 0038 70 77	Exp	5,852,306	2,148,583	8,000,889
			$ 41,566,000	**$ -**	**$ 41,566,000**

Capital Projects Reimbursement Fund Budget Adjustment

Project Description	GL Account No. Project No.	Type	FY 12/13 Amended Budget	Proposed Adjustment	FY 12/13 Revised Budget
Federal, state and local project reimbursements	GL: 3008-99-99-93008	Rev	-	834,535	834,535
			$ -	**$ 834,535**	**$ 834,535**
Day Street Improvements/Alessandro to Cottonwood	GL: 3008-70-77-80001 PN: 801 0034 70 77	Exp	-	111,594	111,594
Auto Mall Street Upgrades	GL: 3008-70-77-80001 PN: 801 0035 70 77	Exp	-	16,978	16,978
Day Street Improvements SR 60 to Ironwood (previously Ironwood Improvements/Day to Barclay)	GL: 3008-70-77-80001 PN: 801 0036 70 77	Exp	-	595,963	595,963
Fire Station - Morrison Park	GL: 3008-70-77-80003 PN: 803 0013 70 77	Exp	-	110,000	110,000
			$ -	**$ 834,535**	**$ 834,535**

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MV00208597

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: John Terell, Interim Community & Economic Development Director

AGENDA DATE: June 25, 2013

TITLE: RESOLUTION TO RATIFY THE APPLICATION FOR THE 2013 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM (JAG) AND TO ACCEPT THE $60,317 ALLOCATION TO THE CITY

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Approve Resolution 2013-58 to ratify the application by the Code & Neighborhood Services Division for the Edward Byrne Memorial Justice Assistance Grant (JAG) and to accept the $60,317 allocated to the City. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Grant Application Submitted by the Code & Neighborhood Services Division to the Office of Justice Programs for the Edward Byrne Memorial Justice Assistance Grant and Accept the $60,317 Allocation.
2. Authorize revenue and expenditure budget appropriations of $60,317 respectively to a new JAG Grant Fund for FY 2013-14.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

The U.S. Department of Justice, through the Office of Justice Programs, provides Federal leadership for the development of programs nationally aimed at preventing and suppressing crime. This effort is carried out through the formation of partnerships with other Federal, state and local agencies. Additionally, the Office of Justice administers

grants that assist states, tribes and local governments to focus on programs that address youth crime, substance abuse, family violence and other enforcement needs, the prosecution of offenders, crime prevention and education of the community.

In June 2013, U.S. Department of Justice, Office of Justice Programs' Bureau of Justice Assistance awarded the 2013 California JAG allocations. For fiscal year 2013/2014 the JAG Program allocated a total of $445,413 to Riverside County, including $60,317 awarded to the City of Moreno Valley, as a sub-grantee, with an emphasis on crime prevention through enforcement efforts. Ten percent of the grant allocation ($6,038) will be paid to the Riverside County Sheriff's Department to offset the department's costs associated with being the Fiscal Agent of the grant.

Moreno Valley's Code and Neighborhood Services Division is proposing to continue the use of remaining 90% of JAG grant ($54,285) to fund the City's Weekend Code Enforcement Program and the Foreclosure Strike Team. The two programs allow for the provision of code enforcement services seven days a week and a focus on preventing blight through proactive enforcement on pending and completed foreclosures.

DISCUSSION

Since January 1, 2009, the Code and Neighborhood Services Division has experienced the loss of several positions due to budgetary constraints. Community demand for services has increased during this time due to home foreclosures and deferred property maintenance by area residents. As a result, Code staff has experienced difficulty in their ability to maintain service levels and pursue specialized enforcement activities proactively.

Code personnel began searching for additional funding sources to augment traditional funding resources aimed at maintaining the integrity of its neighborhoods. Code staff applied for 2009, 2010, 2011 and 2012 JAG allocations respectively and has subsequently been awarded a total of $378,879 to support the City's Weekend Code Enforcement Program and Foreclosure Strike Team.

To date, staff has expended approximately $303,043 of the total JAG funds awarded and anticipates that the remaining funds will be expended prior to the end of FY 2013/2014.

Staff is proposing to apply for the 2013 allocation to continue the support of these important programs, including the five part-time officers currently assigned to them.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide funding to support the City's Weekend Code Enforcement Program and Foreclosure Strike Team.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative may result in the termination of the City's Weekend Code Enforcement Program and Foreclosure Strike Team.*

FISCAL IMPACT

There is no requirement to match funds associated with this grant. All expenses are reimbursed by the grant. Therefore, this is cost neutral to the City and there is ***no impact to the General Fund.***

Budget Appropriation

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 13/14 Budget	Proposed Adjustment	FY 13/14 Revised Budget
Receipt of 2013 JAG Grant	JAG Grant	2715-20-26-NEW-485000	Rev	$0	$60,317	$60,317
Use of 2013 JAG Grant	JAG Grant	2715-20-26-NEW-Various	Exp	$0	$60,317	$60,317

CITY COUNCIL GOALS

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS: Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

POSITIVE ENVIRONMENT: Create a positive environment for the development of Moreno Valley's future.

ATTACHMENTS

ATTACHMENT 1 Resolution 2013 -
ATTACHMENT 2 Grant Application – Program Narrative
ATTACHMENT 3 Grant Application – Budget Review
ATTACHMENT 4 Grant Application – Budget Detail Worksheet
ATTACHMENT 5 Grant Application – Abstract

Prepared By:
Anochar Clark
Sr. Financial Analyst

Department Head Approval:
John Terell
Interim Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00208601

RESOLUTION NO. 2013-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE GRANT APPLICATION SUBMITTED BY THE CODE & NEIGHBORHOOD SERVICES DIVISION TO THE OFFICE OF JUSTICE PROGRAMS FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AND ACCEPT THE $60,317 ALLOCATION

WHEREAS, The City of Moreno Valley, a city within the State of California, has applied for the 2013 Edward Byrne Memorial Justice Assistance Grant; and

WHEREAS, the Office of Justice allocated $60,317 of 2013 JAG grant to the City of Moreno Valley.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The City Council approves the grant application submitted by the Code & Neighborhood Services Division to the County of Riverside for the 2013 Edward Byrne Memorial Justice Assistance Grant.

2. The City Council accepts the $60,317 allocation from the grant and hereby directs Finance to establish a separate account identified with a separate unique expenditure activity number.

3. The City of Moreno Valley hereby agrees to use the funds in the manner presented in the grant application and in accordance with the application package. It also may execute any and all instruments required by the Office of Justice for participation in the Edward Byrne Memorial Justice Assistance Grant Program.

4. The City of Moreno Valley authorizes the City Manager to execute the grant application in the name of the City of Moreno Valley, and all other documents required by the Office of Justice for participation in the Edward Byrne Memorial Justice Assistance Grant Program.

APPROVED AND ADOPTED this 25th day of June, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Resolution No. 2013-58
Date Adopted: June 25, 2013

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-58 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of June, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Resolution No. 2013-58
Date Adopted: June 25, 2013

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MV00208605

Edward Byrne Memorial Justice Assistance Grant
Program Narrative

The City of Moreno Valley Code and Neighborhood Services Division is responsible for the enforcement of City's municipal codes relating to neighborhood nuisances, health and safety, substandard housing, vehicle abatement, zoning/land use, illegal signs, parking control, business licenses, illegal vendors and graffiti restitution. Blight and nuisances can devalue, detract and degrade the quality of any neighborhood. The City has adopted codes that govern the use and maintenance of private property in order to enhance and protect the quality of life for all who work, live and play in Moreno Valley.

Since 2009, The Code and Neighborhood Services Division has experienced reductions in staffing due to the City's budget challenges while community demand for services increased due to the proliferation of home foreclosures and deferred property maintenance by area residents. Existing staff resources were and continue to be challenged in their ability to pursue compliance activities pro-actively.

Faced with increased demand for services and decreased resources, staff began the process of identifying alternate and/or outside funding sources via grants to augment the staffing reductions and maintain existing service levels. Staff identified JAG as a potential funding source and subsequently applied for the JAG grant and was rewarded in 2010, 2011 and 2012. JAG funding was used to support the code programs that were impacted most significantly by the reductions, the Weekend Enforcement Program and the Foreclosure Strike Team.

Staff has fully expended funding for the grant years 2009 and 2010. Staff estimates that 2011 and 2012 JAG funding will be fully spent by the end of fiscal year 2013/2014. The City of Moreno Valley, is currently applying for the 2013 allocation to continue the support of the said programs.

Staff has provided a brief description of both programs below to comply with application provisions under the Program Narrative section of the U.S. Department of Justice, Edward Byrne Memorial Justice Assistance Grant 2013 local solicitation guidelines.

Weekend Enforcement Program

JAG funds will be utilized to continue deployment of five part-time code officers on weekends when full-time staff is unavailable. Code personnel will continue to pro-actively target specific violations that primarily occur on weekends such as unlicensed vendors, illegal automotive sales, theft of recyclable materials, posting of signs in the public right-of-way, illegal commercial vehicle parking and

garage sales. In addition, staff will provide emergency inspection services for the Moreno Valley Police Department and the Fire Department when necessary for violations including but not limited to the following; Fire damaged buildings, unsecured vacant residences and pools, substandard housing and other severe health and safety issues that warrant immediate action.

Foreclosure Strike Team

The City of Moreno Valley has been heavily impacted by the foreclosure crisis and lending institutions failure to adequately maintain properties to code standards. In response to this, the City Council directed the Code and Neighborhood Services staff to assemble a proactive team of inspectors to address all maintenance issues originating from foreclosed properties.

In 2008, a team of two Building Inspectors and two Code Compliance Officers was composed in response to City Council direction. However, the City's budget challenges led to reduced staffing within the Division and forced staff to reduce the team to two inspectors. These reductions challenged staff's ability to pursue foreclosure compliance activities as vigilantly as before.

Staff responded by applying for the JAG grant to augment the reduced staffing levels. The grant allocations were approved and resulted in the deployment of two part-time officers tasked with enforcing maintenance standards on foreclosed properties.

Staff anticipates that the funding will be expended in fiscal year 2013/2014 and is therefore requesting the 2013 allocation be partially applied to the continuation of this program.

Edward Byrne Memorial Justice Assistance Grant
Budget Review

As stated in the Attachment B - Program Narrative, The City of Moreno Valley's Code and Neighborhood Services Division is proposing to use 2013 JAG funds for two City programs; the Weekend Enforcement Program, and the Foreclosure Strike Team. Specifically, staff intends to utilize JAG funds to augment staffing levels of the two programs mentioned which have been reduced due to budgetary constraints.

Staff has determined the cost for staffing and additional expenditures for the programs. The Budget Detail Worksheet details all related costs such as salaries, retirement benefits and Medicare for all personnel, in addition to standard and supplementary costs for field personnel (i.e. cell phone usage, fuel, maintenance costs and office supplies) per JAG requirements.

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MV00208609

City of Moreno Valley

Budget Detail Worksheet

A. Personnel

Name/Position	Agency	Computation		Cost
Code Compliance Officer I	City of Moreno Valley	16 hrs. per wk x 30 wks x $21.67	$	10,402
Code Compliance Officer I	City of Moreno Valley	16 hrs. per wk x 30 wks x $21.67	$	10,402
Code Compliance Officer I	City of Moreno Valley	16 hrs. per wk x 30 wks x $21.67	$	10,402
Code Compliance Officer I	City of Moreno Valley	16 hrs. per wk x 30 wks x $21.67	$	10,402
Code Compliance Officer I	City of Moreno Valley	8 hrs. per wk x 30 wks x $21.67	$	5,201
		Total Personnel	$	46,807

B. Fringe Benefits

Name/Position	Agency	Computation		Cost
Code Compliance Officer I - 5 positions	City of Moreno Valley - CalPERS	$46,807 x 11%	$	5,149
Code Compliance Officer I - 5 positions	City of Moreno Valley - Medicare		$	1,229
		Total Fringe Benefits	$	6,378

C. Travel

Description	Agency	Computation		Cost
		Total Travel	$	-

D. Equipment

Description	Agency	Computation		Cost
		Total Equipment	$	-

E. Supplies

Description	Agency	Computation		Cost
Office Supplies	City of Moreno Valley	$30 for grant period per officer	$	150
		Total Supplies	$	150

F. Consultants/Contracts

Description	Agency	Computation		Cost
Fiscal Agent	County of Riverside	10% x Grant allocation	$	6,032
		Total Consultants/Contracts	$	6,032

G. Other

Description	Agency	Computation		Cost
Office phones	City of Moreno Valley	$30 for grant period per officer	$	150
Cellular phones	City of Moreno Valley	$60 for grant period per officer	$	300
Vehicle maintenance	City of Moreno Valley	$50 for grant period per officer	$	250
Fuel charges	City of Moreno Valley	$50 for grant period per officer	$	250
		Total Other	$	950

Budget Summary

A. Personnel	$	46,807
B. Fringe Benefits	$	6,378
C. Travel	$	-
D. Equipment	$	-
E. Supplies	$	150
F. Consultants/Contracts	$	6,032
G. Other	$	950
Total Project Costs	$	60,317
Agency Allocation	$	60,317

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MV00208611

Edward Byrne Memorial Justice Assistance Grant
Abstract

Applicant's Name: City of Moreno Valley, CA

Title of Project: Weekend Enforcement Program and Foreclosure Strike Team

The City of Moreno Valley's Code and Neighborhood Services Division is proposing to utilize 2013 JAG grant funds for the continued funding of part-time staff assigned to the foreclosure and weekend enforcement programs. The presence of grant funded staff members would continue code's ability to respond to unmaintained foreclosed properties timely and provide seven day coverage.

Goals and Objectives:

Create a trust fund to deposit allocated funds.
The enforcement program will continue staff's focus on foreclosure enforcement activities described above in effort to reduce blight.
The enforcement program will provide continued weekend enforcement personnel that will focus on specialized code activities occurring on weekends in effort to reduce the frequency of occurrences.
Augment existing staff and better direct division focus towards property maintenance efforts in blighted residential areas.
Conduct quarterly programmatic and financial reports to assess grant objectives, and verify that grant funds are being utilized appropriately and efficiently.
Complete the dispersing of funds in a timely manner within the four year allocation.

Project identifiers

Below, staff has listed the five top project identifiers per JAG's application requirements;

Policing
Task Force
Community Based Programs
Surveillance
Crime Prevention

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MV00208613

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: June 25, 2013

TITLE: AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES TO BURST COMMUNICATIONS, INC. FOR THE MVTV-3 BROADCAST EQUIPMENT UPGRADE PROJECT – PROJECT NO. 803 0021 70 77

RECOMMENDED ACTION

Recommendations:

1. Approve the Agreement for Professional Consultant Services with Burst Communications, Inc., 8200 S. Akron Street, Suite 108; Centennial, CO 80112, for the MVTV-3 Broadcast Equipment Upgrade Project.

2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with Burst Communications, Inc. in the form attached hereto.

3. Authorize the issuance of a Purchase Order to Burst Communications, Inc., totaling $460,000 ($450,720 plus $9,280 contingency) when the Agreement has been signed by all parties.

4. Authorize the Public Works Director / City Engineer to execute any subsequent related minor Amendments to the Agreement for Professional Consultant Services with Burst Communications, Inc. up to, but not to exceed, the contingency amount of $9,280, subject to the approval of the City Attorney.

5. Authorize the transfer of $500,000 within the Public / Education / Government Access Program (PEG) Fund from account 2011-16-16-16150-620910 to the CIP – Buildings account 2011-70-77-80003-720199.

BACKGROUND

The City seeks to improve the level of service to its residents as well as businesses and visitors by upgrading the technology, audio and visual equipment used for broadcasting City Council meetings, other board/committee meetings and programming on the government access channel (through Time Warner Cable, AT&T UVerse and Verizon FIOS service). The existing older equipment is approximately 20 years old. The existing equipment is unable to clearly broadcast PowerPoint Presentations to the public due to limitations of outdated equipment.

MVTV-3 staff members have been troubleshooting video and audio equipment failures for several years. At this point, however, continued deferral of upgrades has become increasingly ineffective and cost prohibitive. Because Moreno Valley's current cameras, audio capture, and editing equipment have exceeded their operational life, manufacturers no longer provide technical support, repair services, or even parts for some of the oldest equipment.

This technology upgrade project will also allow the City to implement the SIRE electronic voting system.

MVTV-3 has accumulated the funding for this project from a combination of NON-General Fund sources, which must be used for this purpose:

- Public/Education/Government Access Program Funds are restricted for use only on television broadcasting and cannot be diverted to support other General Fund services: $200,000

- Equipment Replacement Funds have been set aside on an ongoing basis from the annual MVTV-3 budgets, and cannot be diverted to support other General Fund services. The City Council approved the transfer of $300,000 from the Equipment Replacement Fund to the PEG Fund for this project as part of the mid-year budget review on March 26, 2013.

DISCUSSION

The MVTV-3 Broadcast Equipment Upgrade project includes replacement of all MVTV-3 control room equipment, upgrading the technology, audio and visual equipment used for broadcasting City Council meetings, other board/committee meetings and programming on the government access channel, implementation and installation of a quality audio / video presentation system and providing the SIRE electronic voting system.

The work requires City use of consultants with specialized skills with high technology equipment customized for specific applications. The consultant team shall be completely responsible for all design work and equipment/system integration.

The City advertised a Request for Qualifications on March 7, 2013. Additional outreach efforts included email solicitation of the vendors. Six respondents submitted a

Statement of Qualifications (SOQ) for Professional Consultant Services on March 26, 2013. All the SOQs were carefully reviewed and scored by the evaluation committee. Three qualified consultants with the highest score were short-listed and provided a Request for Proposal (RFP) for the project on May 8, 2013. Only one company of the three short-listed consultants responded to the RFP on May 28, 2013. The City then modified the proposed scope of work to better align with the project budget and re-advertised the project RFP on June 3, 2013. Two proposals were received on June 12, 2013. Staff reviewed and rated the proposals according to each consultant's ability to complete the project requirements.

The proposals were evaluated according to the following criteria:

§ Proven recent experience on similar projects. (20 points)
§ Demonstrated understanding of the needed design, processing and construction tasks to be included in the project. (20 points)
§ Strength of proposed project team including Project Manager and Staff. (20 points)
§ Deliverable work plan and schedule. (20 points)
§ Demonstrated success in quality control and demonstrating measurable results. (10 points)
§ Demonstrated ability to complete the project within the preferred installation timeframe. (10 points)

Burst Communication, Inc.'s proposal was found to be the most responsive and met all requirements per the selection criteria set forth in the Request for Proposal. Staff has negotiated an acceptable contract with Burst Communication, Inc. in the amount of $450,720. The contract includes all design work, providing and installing project equipment, SIRE voting system integration, testing and training. The equipment installation is scheduled mainly during the City Council recess period which will start on July 10, 2013 and end by August 19, 2013 to minimize the impact to City Council meetings.

ALTERNATIVES

1. Approve the Agreement for Professional Consultant Services with Burst Communications, Inc., for the MVTV-3 Broadcast Equipment Upgrade Project and authorize the recommended actions as presented in this staff report. *This alternative will facilitate completion of the project in a timely manner with the majority of the work done during the Council recess period.*

2. Decline to approve the Agreement for Professional Consultant Services with Burst Communications, Inc., and decline to authorize the recommended actions as presented in this staff report and provide staff with alternative direction. *This alternative will delay the project.*

FISCAL IMPACT

The project is included in the Fiscal Year 2012-2013 Capital Improvement Plan. Work will be funded via $200,000 from the PEG fund and a previously approved by City Council transfer of $300,000 from the Equipment Replacement Fund to the PEG fund. Neither of these funding sources can be diverted to City services supported by the General Fund. There is no impact to the General Fund.

Proposed Budget Transfer

Fund	GL Account No. (GL) Project No. (PN)	Type	Original Budget	Proposed Appropriation	Revised Budget
PEG	GL - 2011-16-16-16150-620910	Exp	$500,000	($500,000)	$0
PEG	GL - 2011-70-77-80003-720199 PN - 803 0021 70 77-2011-99	Exp Exp	$0 $0	$500,000 $500,000	$500,000 $500,000

AVAILABLE BUDGETED FUNDS

Public / Education /Government Access Program
(GL No. 2011-70-77-80003) (Project No. 803 0021 70 77-2011)
PEG Funds $500,000
Total MVTV-3 Broadcast Equipment Upgrade Project Budget..... $500,000

ESTIMATED PROJECT COSTS:

Professional Consultant Services Agreement (includes contingency)..... $460,000
SIRE Voting Server and Software* ..... $ 28,000
Project Administration**..... $ 12,000
Total Estimated Project Costs $500,000

** Separate contract with Technology Services' consultant.*
***Public Works, Media and Communications staff will provide Project Administration.*

ANTICIPATED PROJECT SCHEDULE:

Start Design .....June 2013
Start Installation .....July 2013
End Installation.....September 2013

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:

Create a positive environment for the development of Moreno Valley's future.

SUMMARY

This project provides for the replacement of all MVTV-3 equipment, upgrading the technology, audio and visual equipment used for broadcasting City Council meetings, Planning Commission and other board/committee meetings, programming on the government access channel, implementation of a quality audio/video presentation system and providing the SIRE electronic voting system.

ATTACHMENTS

Attachment 1: Agreement for Professional Consultant Services

Prepared By:
Henry Ngo
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Concurred By:
Thomas M. DeSantis
Assistant City Manager

Concurred By:
Michele Patterson
Assistant to the City Manager

Concurred By:
Tim Carroll
Media & Production Coordinator

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00208619

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES PROJECT NO. 803 0021 70 77

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **Burst Communications, Inc.**, a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

DESCRIPTION OF PROJECT

1. The Project is described as professional consultant design services for:

MVTV-3 BROADCAST EQUIPMENT UPDGRADE

Project No. 803 0021 70 77

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $**450,720** in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on **June 30, 2014** unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "E" attached hereto and incorporated by this reference.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10 (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

12. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with all applicable federal, state, and local laws in the performance of work under this Agreement.

15. To the maximum extent allowable by law, the Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless

from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, MVHA and CDS, their officers, agents or employees.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts

or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such General Liability Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

	General Liability
Bodily Injury	$1,000,000 per occurrence
Property Damage	$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, MVHA and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) The City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents shall be named as additional insured on all policies of insurance except errors and omissions and worker's compensation.

(h) A Certificate of Insurance and appropriate additional insured endorsement evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(i) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this general liability

policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy."

(j) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(k) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to

ensure that applicants are legally employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his/her designated representative, immediately upon request in both hard copy and electronic format, all documents, drawings, models, presentation materials, renderings, calculations, specifications, permits and permit-related documents, surveys, materials tests, geotechnical reports, etc., if available, developed to date for the City's project and any other City-provided documents, which shall become the property of the City. The Consultant may retain for its files, at its expense, copies of any and all materials, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings at all times and during all phases of the project. The City reserves the right to ask for a hard copy and/or an electronic copy of the documents developed to date at any time during the period of this agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any, for professional services related to the City's project.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other projects without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without cause on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination.

(b) Upon notice of termination, the Consultant shall deliver to the Public Works Director/City Engineer of the City or his/her designated representative, in both hard copy and electronic format, all documents, drawings, models, presentation materials, renderings, calculations, specifications, permits and permit-related documents, surveys, materials tests, geotechnical reports, etc., if available, developed to date for the City's project and any other City-provided documents, which shall become the property of the

City. The Consultant may retain for its files, at its expense, copies of any and all materials, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings, regardless of the completeness of said documents.

(c) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any, for professional services related to the City's project.

(d) The City agrees to hold the Consultant harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant. Consultant acknowledges that Consultant work product produced under this Agreement may be public record under State law.

(e) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

25. The City and the Consultant agree that, to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

27. Subject to the provisions of Section 19 (a) above, all plans, drawings, specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon demand by the City, be delivered to and become the property of the City for the limited use as set out above, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
City Manager

_____
Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

Burst Communications, Inc.

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

Attachments:
Exhibit "A" – City's Request for Proposal
Exhibit "B" – Consultant's Proposal
Exhibit "C" – City's Responsibility
Exhibit "D" – Terms of Payment
Exhibit "E" – Consultant's Schedule

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REQUEST FOR PROPOSAL
PROFESSIONAL CONSULTANT SERVICES FOR
MVTV-3 CONTROL ROOM BROADCAST EQUIPMENT UPGRADE
PROJECT NO. 803 0021 70 77

I. INVITATION

You are hereby invited to submit a Proposal for the Professional Consultant Services for MVTV-3 Control Room Broadcast Equipment Upgrade Project.

Four (4) copies (one of the copies shall be unbound and paper clipped, with no tabs, holes, perforations, or cardboard inserts, suitable for copying with an automatic-feed copy machine) of your Proposal shall be submitted before **12:00 p.m., June 12, 2013** addressed to City of Moreno Valley, Capital Projects Division, 14325 Frederick Street, Suite 9, P.O. Box 88005, Moreno Valley, California 92552-0805. Attention: **Henry Ngo, P.E., Senior Engineer.**

II. PROJECT DESCRIPTION

The MVTV-3 Control Room Broadcast Equipment Upgrade Project includes replacement of all MVTV-3 control room equipment, upgrading the technology, audio and visual equipment used for broadcasting City Council meetings, other board/committee meetings and programming on the government access channel (through Time Warner Cable, AT&T UVerse and Verizon FIOS service), modifying the council dais furnishings to accommodate new equipment installation, implementation of a high quality audio / video presentation system and providing the SIRE electronic voting system according to the attached project details.

III. PROJECT BUDGET AND SCHEDULE

The City of Moreno Valley will fund the MVTV-3 Control Room Broadcast Equipment Upgrade Project with Facility Equipment Fund and Public Education Fund. The anticipated budget, including design, equipment and installation for the project is $450,000.

The Consultant shall be required to meet or exceed the following timeline for this project:

1.	Notice To Proceed	June 26, 2013
2.	Design	June 26, 2013- July 10, 2013
3.	Preferred Installation timeframe	July 10, 2013 – August 19, 2013

NOTE: The City anticipates issuing a Notice to Proceed to the Consultant by June 26, 2013. The City Council's Recess period is from July 10 through August 19, 2013.

IV. SCOPE OF PROFESSIONAL CONSULTANT SERVICES

The Professional Consultant will be completely responsible for all design work, permitting, providing equipment, coordinating between City's Divisions, Communication companies, integrating and installation of the MVTV-3 Control Room Broadcast Equipment Upgrade Project as described in Project Description. City's Divisions that will involve in this project as customers are the City Council, Media Division, City Clerk's office, Technology Services Division, and Capital Projects Division.

The project requires the removal and disposal of the current broadcast equipment and the replacement / integration of new equipment. The MVTV-3 Control Room Broadcast Equipment Upgrade Project generally includes:

A. CONTROL ROOM: Design, provide equipment and install, integrate and provide training for a new broadcast and audio visual system.

B. COUNCIL CHAMBER: Modifying the City Council dais to accommodate the new equipment installation, and implementation of a high quality audio/video presentation system.

C. AUTOMATED VOTING SYSTEM: provide and install image server, plat screen work stations, modify dais and integrate the SIRE electronic voting system which includes one (1) Vote System feeding into the system inputs and be available via the Video Switcher. Vote System is Sire Meeting Management and Voting System (see attached specifications) including integration with existing Sire Electronic Document Management System, Agenda Plus, Minutes Plus, and Video Plus systems.

The expectation is that a majority of "Control Room Equipment" (production console/rack units) will be assembled offsite prior to the start of the control room equipment installation and integration process.

Project shall include the following phases:

1. Preliminary Design and Cost Estimate: including existing system analysis and recommendation with preliminary design and cost estimate.
    a. Meetings with the City for Preliminary Design.
    b. Define the system performance standards and specifications.
    c. Analysis of the existing A/V equipment to determine the requirement for the new system.
    d. Reconcile the equipment type and manufacturer for all equipment listed in Project Details.
    e. Monitor the project schedule, including identifiable milestones for City review and approval. The update project schedule with identifiable milestones shall be submitted no later than (5) working days after Notice to Proceed (NTP).

f. Reconcile and detail the cost estimate at the Preliminary Design submittal.
g. Coordinate with all associated and involved City personnel and other participating entities, including all utility, communication companies, etc. to ensure review, participation, input and resolution of issues related to design, schedule, installation and costs.
h. Deliverables: Preliminary Design plan shall include, but not limit to, block diagram, work flow, floor plans, equipment layout, electrical plans, single line diagram, mechanical plans, material list/schedule (bill of materials), diagram/plan for voting system, project schedule and detailed cost estimate.

2. Detailed Design
   a. Meetings for Design Phase.
   b. Final Design based on approved Preliminary design which includes final floor plans, electrical plans, mechanical plans, rack elevations, consoles equipment layout for Control Room, diagram/ plan for Sire Voting system integration.
   c. Update project schedule.
   d. Secure approval and permits from all applicable entities, divisions relating to this project in a timely manner so that the project schedule is not negatively affected.
   e. Ensure that the documents meet all applicable standards and codes.
   f. Update the project cost estimate with delivery schedules.
   g. Final Bill of Materials (BOM) which includes quantities, manufacturers, model #s and prices. Secure approval for the Bill of Materials.
   h. Deliverables: Final Design plan shall include, but not be limit to, floor plans, equipment layout, electrical plans, single line diagram, mechanical plans, material list/schedule (bill of materials), diagram/plan for voting system, final project schedule and final cost estimate.

3. Installation and Integration
   a. Meet weekly during equipment installation.
   b. Pre-build and pre-wire. Off-site assembly.
   c. Provide all cables and connectors necessary to terminate wiring cables. Only high quality and approved.
   d. Furnish and deliver all materials and equipment on-site.
   e. Install materials, equipment, racks and consoles on-site.
   f. Obtain inspection and approval for all installations. Equipment and/or installations that fail inspection or do not meet codes / requirements shall be removed and replaced at no cost to the City.

4. Commissioning and Testing
   a. Test and commission the system.
   b. Trouble shoots all system failures.

5. Training and Project Close out
    a. Provide training for all equipment as required.
    b. Provide project As-Built plans with all AutoCAD files, and spreadsheets.
    c. Operational Manuals.
    d. All manufacturer CDs for equipment, software, drivers installed on the equipment.
    e. Equipment accessories.
    f. Warranties for all installed equipment and work.

V. CONSULTANT'S PROPOSAL

At a minimum, the Proposal shall include the following sections:

A. **Experience:** List of similar media, television equipment upgrade projects with the agency and contact person for each project. Description of the consultant's involvement in the similar projects. Cost of the similar projects designed and constructed. Similar projects' length of design time in months and installation time in calendar days.

B. **Project Understanding:** This section should convey clear understanding of the general nature of the work and identification of potential project issues and solutions thereof. Proposals that demonstrate an understanding of the City's requirements and needs will be preferred.

C. **Project Management and Staffing Plan:** Discuss project management staffing plan and the firm/team's approach for completing the services within budget and schedule. Identify a project manager for the entire project.

D. **Work Plan and Schedule**: Envisioned timeline from "Notice to Proceed" to finished installation (timeline should include, but not be limited to Preliminary design, final design, submittals, approval, order materials, installation, commission, training, project closeout documents, etc.). Include a description of how the necessary project tasks will be conducted and a proposed implementation schedule that complies with the City's preferred installation timeframe. The work plan should include sufficient detail to demonstrate a clear understanding of the project, and the consultant team's effort in coordination with City's staff and communication companies in all project phases. Discuss the consultant team's general approach for completing the project.

E. **Quality Control and Assurance:** Discuss general QA/QC measures proposed for each phase/deliverable for this project. Proposal shall include system warranty, reports, and inspection. Inspection shall be performed by the consultant's project manager and the City. The City will require weekly progress reports for this project. All equipment, software,

furnishing that fail inspection shall be replaced to meet project requirement. Final project completion inspection will be determined by the City's Project Manager and the Media and Production Coordinator.

F. **Fee proposal:** Present a "Project fee" proposal with cost break down for Phases in a separate sealed envelop. The cost break down shall include all phases as described in Section IV for Control Room, City Council Chamber, and Automated Voting System.

The Consultant's Proposal shall include the following statements:

1. A statement that this Request for Proposal shall be incorporated in its entirety as a part of the Consultant's Proposal.

2. A statement that this Request for Proposal and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the City of Moreno Valley.

   A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this Request for Proposal for Professional Consultant Services.

3. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.

4. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of daily and final reports, or similar evidence of attainment of the Agreement objectives.

5. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.

6. A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work

incurred that is not part of this Request for Proposal. All extra work will require prior approval from the City.

7. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

8. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.

9. A statement that the Consultant shall comply with the California Labor Code. Pursuant to the State of California prevailing wage rates.

10. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

VI. PAYMENT TO CONSULTANT

A. The Consultant shall provide a "Project Fee Schedule" indicating the fee for individual tasks Bill of Materials which shall be the sum of all tasks by phases, and milestones as described in Scope of Work.

B. The City will pay the Consultant for work completed based on milestones completed and accepted by the City. These Milestones are:

1. Completion of Preliminary Design and Cost Estimate.
2. Completion of Detailed Design.
3. Completion of Installation, and Integration.
4. Completion of Commissioning and Testing.
5. Completion of Training and Project Close Out. Any other additional authorized work on a task successfully completed and accepted basis.

The City shall make sole and final determination if a milestone as described above is complete and acceptable for payment.

C. Invoices will specifically identify job title, person-hours, and costs incurred by each task but payments will only be made when specific identified milestones have been accomplished.

D. Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the "Project Fee."

E. The City will pay the Consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."

F. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an "Amendment to the Agreement" will be executed between the City and Consultant.

G. The Consultant shall receive no compensation for any re-work necessary as result of the Consultant's errors or oversight.

VII. GENERAL CONDITIONS

A. **THE PREFERRED INSTALLATION TIMEFRAME IS FROM JULY 10 THROUGH AUGUST 19, 2013. POINTS WILL BE AWARDED TO THE CONSULTANT THAT CAN MEET THIS SCHEDULE.**

B. Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this Proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement. The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant.

C. The City reserves the right to withdraw this Request for Proposal (RFP) at any time without prior notice. Further, the City makes no representations that any agreement will be awarded to any consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposals for its own convenience and to reject any and all responses to this RFP without indicating any reasons for such rejection(s).

D. The Consultant's Proposal shall be no more than thirty (30) pages, excluding a cover letter of up to two (2) pages, timeline of one (1) page, pictures/photographs/renderings of ten (10) pages, floor plan of ten (10) pages, and dividers. Double-sided sheets will be counted as two (2) pages, graphic information will be considered as pages.

VIII. INSURANCE

The proposals are to show that the Consultants and sub consultants have or will procure general liability, workers' compensation, and errors and omissions insurance. The detail requirements are in the attached sample Professional Consultant Services Agreement.

IX. SELECTION CRITERIA

A. Consultants' proposals will be selected according to by the following criteria.

1. Proven recent experience on similar projects. (20 points)
2. Demonstrated understanding of the needed design, processing and construction tasks to be included in the project. (20 points)
3. Strength of proposed project team including Project Manager and Staff. (20 points)
4. Deliverable work plan and schedule. (20 points)
5. Demonstrated success in quality control and demonstrating measurable results. (10 points)
6. Demonstrated ability to complete the project within the preferred installation timeframe. (10 points)

Attachment: Project Details
Sample Agreement for Professional Consultant Services

Y:\Henry-803 0021 70 77 -Council Chamber-Media Room Improvement\Design Phase\Consultant -\RFP\REQUEST FOR PROPOSAL RFP 060413 with track change.doc

PROJECT DETAILS

CONTROL ROOM:

1. Equipment Removal – remove and store (MVTV-3 storage) all existing equipment which will not be integrated into the new system.

2. Maintain Live Channel/Server Play-out – During the construction phase MVTV-3 must remain "live" on-air. Server control must also be available to MVTV-3 staff for regular programming. Until such time as the new "live feed" or master broadcast output is installed properly and approved by the Media and Production Coordinator the current live feed shall remain in place for MVTV-3. Regular testing of the channel will be permitted.

3. Video Switcher – supply, install, mount and configure one (1) Ross Carbonite High Definition digital video production switcher with signal distribution to mix, record, broadcast and monitor all video sources for the system. The switcher must also be accompanied by the Ross Xpressions C.G. System and the Ross Blackstorm 2 Channel Playback System. The system must also be integrated with an Apple Ipad for the multiuser G.U.I.

4. Robotic Cameras with Pan/Tilt/ Zoom – supply, install, mount and configure seven (7) Panasonic AW-HE120 cameras.

5. Robotic Camera Control Unit - supply, install, mount and configure one Panasonic AW-RP120 (1) Panasonic High Definition Digital Camera Robotic Control Unit for no less than seven (7) cameras.

6. Camera Monitor - supply, install, mount and configure one (1) High Definition Digital multi-view monitor for the Robotic Camera Control Unit.

7. Video Server (2 or 4 Channel) Ingest & Play-out - supply, install, mount and configure one (1) High Definition video ingest and play-out server/schedule with a High Definition or higher monitor.

8. Video System Playback Controller (Server Controller) - supply, install, mount and configure one (1) server playback controller. Server Playback must also feed into the system and be available via the video switcher for playback during live broadcasts.

9. Time Warner, AT&T, Verizon Small On Air Broadcast Monitors - supply, install, mount and configure three (3) small High Definition monitors for Time Warner, AT&T and Verizon broadcasts.

10. On Air Monitor - supply, install, mount and configure one (1) high definition on air monitor to go directly above the three (3) small high definition on-air monitors.

11. Provide a mastered audio and video broadcast signal to the existing Time Warner, AT&T, and Verizon transmission boxes.

12. Gentner Assisted Hearing Device Receiver - supply, install, mount and configure one (1) Gentner Assisted Hearing Device Receiver.

13. Gentner Assisted Hearing Devices - supply eight (8) Gentner Assisted Hearing Devices.

14. Senheiser Wireless Microphone Receiver – supply four (4) Senheiser wireless handheld microphone receivers.

15. Blu-ray Recorder/HDD – supply, install, mount and configure one (1) Blu-ray Recorder/HDD recorder.

16. Backup HD Digital Video Recorder – supply, install, mount and configure one (1) Backup HD Digital Recorder. The City's preference is a Black Magic Hyper Deck Studio Rack Mounted SSD recorder or a comparable device.

17. DVD Recorder with down-converted signal - supply, install, mount and configure one (1) DVD Recorder with a down-converted video signal via an AJA box.

18. System Playback Blu-ray Player - supply, install, mount and configure one (1) Blu-ray player for playback into system.

19. Marshall Engineering Reference Monitor - supply, install, mount and configure one (1) Engineering Reference Monitor.

20. Marshall Vectorscope & Waveform Monitor - supply, install, mount and configure one (1) Vectorscope and Waveform monitors for each individual input into the system.

21. Playback Monitor - supply, install, mount and configure one (1) Playback Monitor.

22. CG Computer Monitor - supply, install, mount and configure one (1) CG Computer Monitor (May be combined in a multi-viewer monitor).

23. CG Reference Monitor - supply, install, mount and configure one (1) CG Reference Monitor (May be combined in a multi-viewer monitor)..

24. Input Reference Monitors - supply, install, mount and configure eighteen (18) Input Reference Monitors (7 Cams, 4 Input Cams, 2 PPTs, 1 Vote System, 1 CG, 1 Server/BD-R Player, 2 additional Inputs) (May be combined in a multi-viewer monitor).

25. Program Monitor - supply, install, mount and configure one (1) Program Monitor (May be combined in a multi-viewer monitor).

26. Preview Monitor - supply, install, mount and configure one (1) Preview Monitor (May be combined in a multi-viewer monitor).

27. Blu-ray/Server Playback Monitor(s) - supply, install, mount and configure one (1) Blu-ray and Server Playback Monitor.

28. Audio Patch Bay - supply, install, mount and configure one (1) Audio Patch Bay.

29. Video Patch Bay - supply, install, mount and configure one (1) Video Patch Bay.

30. Audio Equalizer - supply, install, mount and configure two (2) Equalizer/Limiters (2 Channels – Feedback Elimination).

31. Audio Broadcast Amplifier - supply, install, mount and configure one (1) Audio Broadcast Amplifier (Compressor/Limiter).

32. Video Distribution Amplifier - supply, install, mount and configure one (1) Video Distribution Amplifier.

33. Audio Distribution Amplifier - supply, install, mount and configure two (2) Video Distribution Amplifiers.

34. Program Out Audio Distribution Amplifier - supply, install, mount and configure one (1) Master "Program" Audio Distribution Amplifier.

35. Main Out Audio Distribution Amplifier - supply, install, mount and configure one (1) Main Out Audio Distribution Amplifier.

36. Speaker Amplifiers - supply, install, mount and configure three (3) Speaker Amplifiers.

37. Master Video Out Distribution Amplifier - supply, install, mount and configure one (1) Master Video Out Distribution Amplifier.

38. Video Distribution Amplifiers - supply, install, mount and configure two (2) Video Distribution Amplifiers for system inputs.

39. Reference Monitor Routing Switcher - supply, install, mount and configure one (1) Reference Monitor Routing Switcher.

40. Playback Routing Switcher - supply, install, mount and configure one (1) Playback Routing Switcher

41. Live Broadcast Routing Switcher - supply, install, mount and configure one (1) Live Broadcast Routing Switcher.

42. Playback Audio Amplifiers - supply, install, mount and configure five (5) Playback Audio Amplifiers (if necessary with a digital system).

43. Time Base Corrector - supply, install, mount and configure one (1) Time Base Corrector (if necessary with the new digital system).

44. Scan Convertor - supply, install, mount and configure up to three (3) Scan Convertors for computer inputs (if necessary with the new system).

45. Closed Circuit Video Transmitter- supply, install, mount and configure one (1) Closed Circuit Video High Definition Transmitter with an A/B selector to monitor in house feed and Time Warner Cable feed.

46. PowerPoint and Presentation Computer – supply, install, mount and configure one (1) computer for presentations which will feed into the system inputs and be available via the Video Switcher.

47. Call-in System – Integrate the current call in system to enable live call in with audio mixed from the council chamber and caller.

48. "Skype" Call-in System – Supply, Install and configure one "Skype" or equivalent video call in system.

49. Audio Mixer - supply, install, mount and configure one (1) audio mixing board or digital audio solution to enable at least (32) channels of audio. A Biamp or comparable system is preferred.

50. "Talk Back" Microphone – supply, install, mount and configure one talk back microphone for communication between the Control Room and Council Chamber.

51. SIRE Vote System – supply, install, mount and configure one (1) image server, five (5) work stations, dais mounting for Vote System which will feed into the system inputs and be available via the Video Switcher. Vote System is Sire Meeting Management and Voting System (see attached specifications) including integration with existing Sire Electronic Document Management System, Agenda Plus, Minutes Plus, and Video Plus systems.

52. MP3 Recorder - supply, install, mount and configure one (1) digital MP3 recorder, which will push audio files to the City's server as well as be accessible via the City's server. Marantz equipment is preferred but an equivalent will be accepted.

53. Control Room Speakers - supply, install, mount and configure one (1) set of control room speakers.

54. Bulletin Board System - supply, install, mount and configure one (1) high quality bulletin board system.

55. Communications System - supply, install, mount and configure one (1) communications system with at least two wireless receivers/transmitters and multiple discrete communication ports throughout the chamber.

56. Rack Units - supply, install, mount and configure two to four (2-4) Rack Units for the necessary video and audio components for the MVTV-3 control room.

57. Production Console/Rack Unit - supply, install, mount and configure one (1) Production Console with Rack Units for the necessary video and audio components for the MVTV-3 control room per the specification of the Media and Production Coordinator.

58. Control Room Chairs - supply, install, mount and configure four (4) Control Room Chairs per the specification of the Media and Production Coordinator.

59. Control Room Desk - supply, install, mount and configure one (1) large Middle Atlantic control room desk which can raise or lower electronically. The desk must also be configured with the necessary monitor mounts as well as be safe for the connected cables to be raised and lowered.

60. Electro Racks - supply, install, mount and configure the necessary quantity of Black Electro Racks and Rack Unit covers needed to install the aforementioned control room equipment.

61. Electro Racks Lighting - supply, install, mount and configure the appropriate lighting for future engineering work on the Electro Racks.

62. Music Player – supply, install, mount and configure one (1) music player to broadcast selected "appropriate" radio, online streaming radio or "Muzak" content throughout the City Hall building.

<u>COUNCIL CHAMBER :</u>

1. Cameras with Robotic Pan/Tilt/Zoom Heads – supply, install, mount and configure seven (7) Cameras (HD) with Robotic Pan/Tilt/Zoom Heads in the Council Chamber.

2. Press Breakout Panel – supply, install, mount and configure one (1) Press Breakout panel in the rear of the Council Chamber. The breakout panel must contain the following outputs: (4) HD-SDI, (4) HDMI, (4) BNC (down-converted), (4) Balanced XLR, and (4) additional power outlets. The press breakout panel must also have a removable "snaked" splitter to accommodate up to sixteen (16) additional press XLR outputs.

3. Rear Camera Input Panel – supply, install, mount and configure one (1) Video & Audio Input Panel in rear of room to accommodate up to four additional camera inputs. The panel should be configured with the following (4) HD-SDI, (4) HDMI, (4) BNC, (4) Component, (4) RCA and (4) XLRs.

4. Presentation System – Design, supple and install one (1) presentation system controlled by a Creston or AMX box. The system must be compatible with several inputs VGA, HDMI, or SDI inputs.

5. Council Dais – modify the current Council Dais to accommodate up to seven (7) council members with power, ethernet, iPad/tablet/PC Charging capabilities as well as audio, video, and VGA, DVI, and HDMI Input/Output connectivity.

6. Council Monitors – Supply, Install and mount seven (7) Council Monitors (possible with touch screen capability) to receive the MVTV-3 control room video feed, and SIRE voting system feed. The Council Members will need the ability to toggle between inputs via a switch.

7. Staff and Council Microphones - supply, install, and mount thirty (30) Staff and Council Microphones. The microphones must contain on/off indication lights. Five will be set aside as backups.

8. Podium Microphones - supply, install, mount and configure one (1) podium microphone and one (1) backup podium microphone.

9. Wireless Microphones - supply four (4) Senheiser wireless handheld microphones.

10. Council Chamber Speakers - supply, install, mount and configure as many as twelve (12) Council Chamber room speakers with zero feedback and clean audio signals.

11. Podium – supply and install one (1) new podium. The new podium must be A.D.A. compliant (contain enough space for wheel chair access) as well as have the ability to be raised and lowered electronically both through the podium and well as the presentation system control box. The podium needs a small monitor for live feed with a feed from the timer.

12. Ceiling Mounted Projector - supply, install, mount and configure one (1) Ceiling Mounted Projector.

13. High Definition Monitors - supply, install, mount and configure four to six (4 to 6) Large High Definition monitors for viewing the in house feed and the Time Warner Channel 3 broadcast feed.

14. Scan Convertor - supply, install, mount and configure one (1) Scan Convertor for computer inputs (if necessary with a digital system).

15. Vote System - supply, install, mount and configure seven vote system buttons or necessary hardware on the new Council Dais.

16. Multiple Communication System Panels - supply, install, mount and configure several discrete communication system ports throughout the chamber.

17. XLR Audio Inputs/Outputs – supply install, mount and configure 16 XLR audio inputs and 4 XLR audio output in the rear of the Council Chamber to be used for City Council Study Session Meetings.

18. Audio Snake – supply, install, and configure one (1) Sixteen (16) Channel audio snake to be used for City Council Study Session Meetings.

SIRE MEETING MANAGEMENT AND VOTING SYSTEM SPECIFICATIONS

Hardware:
1. Image Server (1)
2. Touch Screen Client Workstation (5)
   (Voting server provided by the City)

Software: Sire Meeting Management & Voting System (provided by the City):
3. SIRE Meeting Management and Voting System Server License
4. SIRE Meeting Management and Voting System Client License
5. SIRE Meeting Management and Non-Voting Participant License

The Automated Voting shall include following functions:
6. Ability to manage meeting activities via Voting Module
7. Ability to Pre-annotate Agenda Items and set Post Meeting Actions
8. Login capability for Meeting Members
9. Ability to display current meeting item being discussed to public display
10. Ability to display / communicate motion on floor and first and seconder
11. Ability to Display Vote Results
12. Ability to Request to Speak at Dias and Manage Time
13. Ability to input Public Speakers
14. Ability to manage public speakers order and time and assign to specific items
15. Ability to display speaker timer (configurable)
16. Ability at dais to view current and all other agenda items on screen and attachments
17. Ability to synchronize with personal notes that were made on mobile device

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and _____, a (California corporation, partnership, sole ownership) hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

DESCRIPTION OF PROJECT

1. The Project is described as professional consultant _____ services for:

Project Name

Project No. XX-XXXXXXXX

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $_____ in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on **Month Date, Year** unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "E" attached hereto and incorporated by this reference.

Or

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the design/construction schedule as stated in the Notice to Proceed.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10 (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

12. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with all applicable federal, state, and local laws in the performance of work under this Agreement.

15. (a) To the maximum extent allowable by law, the Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person,

including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, MVHA and CDS, their officers, agents or employees.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, MVHA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, MVHA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers

acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such General Liability Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

	General Liability
Bodily Injury	$1,000,000 per occurrence
Property Damage	$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, MVHA and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) The City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents shall be named as additional insured on all policies of insurance except errors and omissions and worker's compensation.

(h) A Certificate of Insurance and appropriate additional insured endorsement evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(i) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy."

(j) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(k) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the

City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are legally employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his/her designated representative, immediately upon request in both hard copy and electronic format, all documents, drawings, models, presentation materials, renderings, calculations, specifications, permits and permit-related documents, surveys, materials tests, geotechnical reports, etc., if available, developed to date for the City's project and any other City-provided documents, which shall become the property of the City. The Consultant may retain for its files, at its expense, copies of any and all materials, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings at all times and during all phases of the project.

The City reserves the right to ask for a hard copy and/or an electronic copy of the documents developed to date at any time during the period of this agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any, for professional services related to the City's project.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other projects without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without cause on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination.

(b) Upon notice of termination, the Consultant shall deliver to the Public Works Director/City Engineer of the City or his/her designated representative, in both hard copy and electronic format, all documents, drawings, models, presentation materials, renderings, calculations, specifications, permits and permit-related documents, surveys,

materials tests, geotechnical reports, etc., if available, developed to date for the City's project and any other City-provided documents, which shall become the property of the City. The Consultant may retain for its files, at its expense, copies of any and all materials, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings, regardless of the completeness of said documents.

(c) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any, for professional services related to the City's project.

(d) The City agrees to hold the Consultant harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant. Consultant acknowledges that Consultant work product produced under this Agreement may be public record under State law.

(e) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the

Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

25. The City and the Consultant agree that, to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

27. Subject to the provisions of Section 19 (a) above, all plans, drawings, specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon demand by the City, be delivered to and become the property of the City for the limited use as set out above, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
City Manager/Department Head
(Select only one please)

_____
Date

INTERNAL USE ONLY

ATTEST:

_____
City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head
(if contract exceeds $15,000)

_____
Date

Consultant Name

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

Attachments: Exhibit "A" – City's Request for Proposal
Exhibit "B" – Consultant's Proposal
Exhibit "C" – City's Responsibility
Exhibit "D" – Terms of Payment
Exhibit "E" – Consultant's Schedule

CITY - SERVICES TO BE PROVIDED
TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed $_____.

2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml

3. The Consultant will electronically submit an invoice to the City for milestone payments along with documentation evidencing services completed to date. The milestone payment is based on actual time and materials expended in furnishing authorized professional services during the preceding period. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any milestone payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at miab@moval.org or calls directed to (951) 413-3155.

4. The Consultant agrees that City payments will be received via Automated

Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:

   A. Vendor Name, Mailing Address, and Phone Number
   B. Invoice Date
   C. Vendor Invoice Number
   D. City-provided Reference Number (e.g. Project, Activity)
   E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

Y:\Henry-803 0021 70 77 -Council Chamber-Media Room Improvement\Design Phase\Consultant -\RFP\Boiler-Agreement-Professional Consultant Services 6-03-13.doc

EXHIBIT "D"

RECEIVED
JUN 12 2013
PUBLIC WORKS DEPARTMENT
CAPITAL PROJECTS DIVISION

BURST

June 10, 2013

Public Works / Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805
Attention: Henry Ngo

RE: RFP for Professional Consultant Services associated with the Moreno Valley City Council Chamber Renovation and Television Broadcast Equipment Upgrade Project

Due Date & Time: 12:00 p.m., Tuesday, May 28, 2013

Dear Mr. Ngo,

Thank you for considering Burst for this important city project. We have read the Request for Qualifications document and understand its contents.

We have revised our Fee Proposal per recent discussions. That revision includes the removal of all chairs from the Equipment Purchase and Detailed Design section and the elimination of all previously considered budgetary items. These included the #5 Dais, #12 Staff Tables and #17/18 Council Wall. These items are outside our area of expertise.

We have a monitor and labor to install it per you recent direction.

We have included tax on equipment and materials at 8%.

Please find four copies of our response enclosed. We look forward to hearing from you soon.

Best regards,

Greg Gorian
Sales Engineer
Burst
1400 Quail St.

145
Newport Beach, CA 92660
(949) 851-8220

www.burstvideo.com

Request for Proposal Professional Consultant Services

For

Moreno Valley City Council Chamber Renovation and

Television Broadcast Equipment Upgrade Project

MORENO VALLEY

Burst Communications

BURST

8200 S. Akron Street
Suite 108
Centennial, CO 80112

Monday, June 10, 2013

Moreno Valley City Council Chamber Renovation Proposal

V Consultants Proposal

A. Experience

Burst has been providing television systems for over twenty years. In that time we have supplied full turnkey systems, including detailed design, installation, commissioning, testing and training to a variety of clients. These include traditional TV stations, city and other governmental entities, media and entertainment facilities, major professional sports stadiums and arenas.

Our city client database includes the cities of:

- Los Angeles, CA
- Beverly Hills, CA
- Chino, CA
- Westminster, CA
- Dallas, TX
- Denver, CO
- Colorado Springs, CO
- Aurora, CO
- Mission Viejo, CA
- Chino Hills, CA
- Santa Monica

In this twenty plus year span we have been involved at nearly every level of design, engineering, installation, commissioning, testing and training. With respect to work we have performed for cities on projects of similar size and complexity to our understanding of this upgrade. Burst has provided the following services in part or as a unified turnkey package. Typically we provide all the services detailed below.

Initial Design

That phase of a project where Burst meets with the client to establish basic goals and a general Scope of Work (SOW). General signal flow drawings and equipment lists are usually provided at this point.

Detailed Design

This phase of the project is where generalities become specifics. This is the point in the project where decisions need to firmed up and subsequently finalized in order to create firm understandings of workflow, budgets, equipment lists, SOWs and timelines. Solid planning leads to success.

Documentation

While this task spans both initial and detailed design, it becomes critical in the latter. Burst prides itself in producing clean, information design documentation. We do so with two audiences in mind. First is our install team, followed by you the client. Both require solid documentation to install and maintain the systems built.

Project Management

In our turnkey work, the PM may also be the design engineer for smaller projects. If the workload is sufficient, we provide a dedicated PM for the duration of the project.

Procurement

Burst is an authorized vendor for all the product categories contemplated in this RFQ. Our procurement process is driven by design engineering decisions agreed upon by the client. It is worth noting that Burst is also a supplier of equipment to clients not requiring any of the services details here. We have provided equipment to clients performing their own installations on many occasions.

Installation

Burst typically installs its own designs. We offer fully licensed, bonded and insured technicians as required to meet clients' requirements. Many technicians carry certifications. All have years of experience in demanding situations where deadlines are met.

Commissioning

Our engineering staff commissions everything we install. We occasionally commission for others. This process insures a complete working system, meeting client expectations. On occasion we employ manufacturers' staff to commission large or complex items, but hold final responsibility for overall functionality.

Testing

Testing occurs at several points along the project timeline. Burst tests every cable we fabricate prior to installation. We test each input signal through its entire path to final destinations, proving all cabling is proper and each piece of equipment is functioning to specification. Equipment is powered up to mitigate any initial failures and later tested to determine proper functionality. We rarely test for others.

Training

Burst typically provides two levels of training to our clients. Our staff provides general system training and specific training on simpler devices. Manufacturers assist on larger and more complex items. Again, Burst assumes responsibility for client satisfaction of overall training. We rarely train for others.

Burst Projects Overview

Client	Design	DTM	Doc	PM	Install	ITCD	Comm.	Test	Train	Warr.	Maint.
LA 35	Yes	1.5	Yes	Yes	Yes	30	Yes	Yes	Yes	Yes	Yes
PAB	Yes	7	Yes	Yes	Yes	900	Yes	Yes	Yes	Yes	No
EOC	Yes	10	Yes	Yes	Yes	1250	Yes	Yes	Yes	Yes	No
West.	Yes	2	Yes	Yes	Yes	60	Yes	Yes	Yes	Yes	No
FCC	Yes	2	Yes	Yes	Yes	180	Yes	Yes	Yes	yes	Yes
DECC	Yes	2/.5	Yes	Yes	Yes	30	Yes	Yes	Yes	Yes	No
DACC	Yes	2	Yes	Yes	Yes	70	Yes	Yes	Yes	Yes	No
DAPG	Yes	4.5	Yes	Yes	Yes	300	Yes	Yes	Yes	Yes	No
DTV8	Yes	4	Yes	Yes	Yes	300	Yes	Yes	Yes	Yes	No
COBH	Yes	6	Yes	Yes	Yes	900	Yes	Yes	Yes	Yes	No

Client = Client/Project Name
Design = Design Performed?
DTM = Design Time in Months
Doc = Documentation Provided
PM = Project Management Performed
ITCD = Install Time in Calendar Days
Comm. = Commissioning Performed
Test = Testing Performed
Train = Training Performed
Warr. = Warranty Provided
Maint. = Ongoing Maintenance Provided

Completed Projects

City of Los Angeles

LA Cityview 35 (LA 35)

The City of Los Angeles contracted with Burst to upgrade the automation sub-system in Master Control at LA Cityview 35, the city's public access television facility. Burst decommissioned the existing system, installed the replacement, transferred the existing programming database, commissioned, tested and trained city personnel, while maintaining continuous on air operation. The system centered on Sundance Fastbreak Automation products.

Project completed December 2010

Consultant's involvement: Turnkey design and build
Project Value: Approximately $210,000
Length of Design in months: 1.5 months
Construction Time in Calendar Days: 30

Contact Information: Tony Ighani (213) 485-4419

Los Angeles Police Department Headquarters (PAB)

The city of Los Angeles Police Department selected Burst for this turnkey design build project encompassing all the broadcast and audio visual systems for their new headquarters facility in downtown Los Angeles. The project was divided into multiple design and installation phases to meet client deadlines. The facility houses a 300 seat auditorium, Board of Police Commissioners (BOC) hearing room, seating 50, "Compstat" meeting room seating 50+, and many interview, video conference and related rooms. A complete studio style production system provides live broadcast coverage of LAPD BOC events. A Final Cut Pro based non-linear edit system provides post production capabilities

Project Completed: 5-12-2012
Consultant's involvement: Turnkey design and build
Approximate Project Value: $3.1M
Length of Design in months: ~7
Construction Time in Calendar Days: ~900

Project duration: 4-10-2009 through 5-12-2012

Contact Information: Bhavin Patel (213) 847-2199

Los Angeles Emergency Operations Center (EOC)

The City of Los Angeles selected Burst for this turnkey design build integration project encompassing the complex audio visual systems for their emergency response facility in downtown Los Angeles. The project was divided into multiple design and installation phases to meet client deadlines.

The facility houses:

- A Central monitoring room containing quantity 100+ displays where emergency personnel can view all local, national, and international media outlets, directing pertinent information as required to local fire, state and local police, state and national level security personnel. The main display wall is composed of four large venue projectors and six 65" LCD screens with fourteen additional 40" LCD display on conference tables and a PC display for each of the 100+ responders. All equipment is tied via a central backbone providing instant access to any image at any location based on custom written code via a Crestron automation system. Room capacity exceeds 100.

- The 911 call center for metropolitan Los Angeles housing 911 operators and LAFD personnel 24/7/365. 56 shared displays ranging in size from 42" to 70" are controlled via custom written Crestron based code over a Jupiter Pixelnet system providing multiple preset layouts. Sources include LAFD computer based data, internet feeds and other city services.

- LAPD RACR operational center housing up 50 LAPD officers. This room contains 28 42" shared displays controlled via custom written Crestron based code over a Jupiter Pixelnet system providing multiple preset layouts. Sources include LAPD computer based data, internet feeds and other city services. Two conference rooms are integrated into this facility.

- Numerous additional break-out and conference rooms providing additional capabilities for this one of a kind facility.

Consultant's involvement: Turnkey design and build
Approximate Project Value: ~$8.5M
Length of Design in months: ~10
Construction Time in Calendar Days: 1250

Project Duration: 3-2008 through 10-1012

Contact Information: Greg Steinmehl (213) 922-7793

City of Westminster

Automated Production Facility

The City of Westminster selected Burst to design and install a turnkey automated multi-camera production system to augment an existing facility. The system is comprised of four cameras on pan and tilt controllers for use in the city council chambers. The City chose Hitachi HVD15 cameras with SDI output cards and Telemetrics PT-CP-S2 servo pan/tilt heads.
Burst completed the project on time and within budget and did not interrupt any broadcasts.

Project completed May 2007
Consultant's involvement: Turnkey design and build
Approximate Project Value: $94,000
Length of Design in months: ~2
Construction Time in Calendar Days: 60

Project Duration: 3-2008 through 10-1012

Contact Information: Lavada Cordasco (714) 898-3311 ext. 277

West Covina, CA

Faith Community Church (FCC a Catalyst Technologies Project)

Upgrade Back of House to HD

Faith Community Church located in West Covina, California selected Catalyst Technologies to design and implement an upgrade to their Back of House area. Project included new control and machine rooms to support a 5 camera system with a Ross 4 ME Vision mixer and an Evertz 32 x 32 routing system.

Project completed in October 2012
Consultant's involvement: Turnkey design and build
Approximate value of project: $1,500,000
Length of Design in months: 2
Construction Time in Calendar Days: 180

Contact Information: Clete Rodrigez 626-858-8400

City of Denver, CO

City Council Upgrade (DECC)

The City of Denver selected Burst to upgrade their City Council production broadcast system that televises City Council meetings. The system was a full NTSC to SDI upgrade employing dual control rooms, Ross Synergy switchers, Harris Inscriber CG, 11 Panasonic PTZ cameras with Telecast and Telemetrics fiber and PTZ accessories, and associated terminal equipment, consoles and racks.
Consultant's involvement: Turnkey design and build

Burst completed the project on time and budget meeting the customer's expectations.
Consultant's involvement: Turnkey design and build
Project Valued: Approximately $1,000,000
Length of Design in months: 2.5
Construction Time in Calendar Days: 150

Project completed October, 2008.

Contact Information: Alan Hayden: (720) 865-2311

City of Dallas

City Hall Upgrade (DACC)

The City of Dallas selected Burst to upgrade their aging Dallas City Hall production broadcast system that is used to televise City council meetings and briefing room events. The system was a full NTSC to SDI upgrade using a Ross Synergy 2 switcher, Compix 8000 character generator system, Hitachi DV-D15 PTZ cameras, and associated terminal equipment and racks. The onsite installation was accomplished within a one week period keeping the city on the air at all critical times.

Burst completed the project on time and budget exceeding the customer's expectations.
Consultant's involvement: Turnkey design and build
Project Valued: Approximately $181,000

Project completed March, 2007.
Length of Design in months: 2
Construction Time in Calendar Days: 70

Contact Information: Bennie Wilcox (214) 957-1042

PEG/DISD/DFD (DAPG)

Burst completed the final phase of the reconstruction of several facilities that provide community access and conditional access programming for the City of Dallas, TX. The project was divided into segments to allow the city to adjust to each new operation on an incremental basis.

This project has effectively moved the city-controlled channels from a tape-based system operated by AT&T Broadband to server-based channels operated by the city at several locations including Dallas Community Television, Dallas Independent School District, and the Dallas Fire Department. The majority of these installations included automated multi-channel origination capabilities.

Full production and post production facilities were also installed in addition to a new city channel monitoring system at Dallas City Hall. The Dallas Community Television upgrade included two mirrored studios, NLE edit bays and a production vehicle. Project duration was approximately one year with multiple deadlines being met during that time frame.

Consultant's involvement: Turnkey design and build
Project Valued: Approximately $2.6M

Project completed March, 2007.
Length of Design in months: 4.5
Construction Time in Calendar Days: 300

Contact Information: Bennie Wilcox (214) 957-1042

Current Projects

City of Denver

TV-8 (DTV8)

This turnkey design build HDTV project is nearly complete as of 3-15-13. It is composed of a 3 camera studio and Master Control system with required terminal and fiber connectivity between the two systems and equipment room. Project progressed in two phases.

Consultant's involvement: Turnkey design and build
Project Value: Approximately $1,000,000
Length of Design in months: Two phases over four months
Construction Time in Calendar Days: ~300

Contact Information: Brian Schauer (720) 865-2314

City of Beverly Hills (COBH)

This turnkey design build HDTV project is nearly complete as of 3-15-13. It is composed of a 3 camera studio, post production and Master Control system. The system architecture is file based providing end to end tapeless workflow. Studio and post production sub-systems are complete as of this writing. Master control is under re-design due to originally specified equipment not meeting client expectations.

Consultant's involvement: Turnkey design and build
Project Value: Approximately $2.2M
Length of Design in months: 6
Construction Time in Calendar Days: 900

Contact Information: Mark Geddes (310) 285-1176

B. Project Understanding

We understand the critical nature of this project and we will make every effort to complete it by August 19th, when The Council resumes. It is imperative that we work very closely with City personnel to deliver documentation and get timely feedback on any issues that might arise during the design and implementation phases.
Burst Communications intends to break the project into three major pieces consisting of: (1) Technical system, (2) furniture acquisition or modifications and finally (3) wall modification and construction including a new City Seal. We understand that it is imperative that all modifications to The Council Chambers are completed before August 19th.
It is crucial that City officials for Moreno Valley work very closely with Burst Communications to design the "look and feel" of the new dais and wall so no delays are encountered.
Once selected for the project Burst will immediately start ordering some of the core equipment such as equipment racks, patch panels and router to start building the core technical system as soon as possible.
Preliminary designs should be completed within 8 business days from "notice to proceed and the detailed designs will follow close behind.

The project does incorporate certain tasks normally performed by a general contractor, namely the wall and dais modifications. These require an increased level of communication between the selected Consultant and appropriate city personnel. It will be critical to get that process underway immediately and establish a decision making process leading to clearly stated requirements.

Our Project Fee Schedule includes the pricing for the wall, dais and chairs as required. It is worth mentioning that we arrived at the pricing for these elements of the system by pricing all other more traditional technical equipment and services and then allocating the remaining budget across these items. We look forward to discussing this in greater detail.

Burst understands the City of Moreno Valley wishes to improve the level of service to its residents and visitors by improving the quality of service via technology upgrades as described in the RFQ. Burst has provided many such upgrades to similar cities and will bring that experience to this project.

C Project Management and Staffing Plan

Burst is a firm that is experienced in the installation of systems similar in complexity and scale to those required for this project.

In our subcontract relationship with Catalyst Technologies we bring Mark Girard's additional skill sets to bear on the project. Mark Girard will serve as Project Manager throughout the entire project.

The balance of the installation team will be hired from local resources. These individuals are typically independent contractors and have worked with both Burst and Catalyst Technologies. They are proven performers with demonstrated skills.

Please see the attached timeline in the form of a Gantt chart which details the individual tasks required to be completed relative to the schedule.

From a technology perspective this project is fairly straight forward with few issues. The main concerns are with the timeline; specifically identifying and ordering the key technology components in a timely manner and well as the design and construction of the new dais. Those components are as follows:

- Design of new system
- Order key components
  - Cameras
  - Camera controller
  - Video switcher
  - Router
  - CG
  - Video Servers
  - DVD Blu-ray player/ recorders
  - Presentation Computer
  - Monitors
  - Video Projector
  - Terminal equipment (DAs, etc.)
  - Waveform / Vector scope
  - Intercom system
  - Audio Console
  - Microphones
  - Hearing assisted equipment
  - Voting system
  - Design new Dias, podium, ADA compliant table, staff tables and control room console.
  - Remove existing system

- Install new video infrastructure
- Down conversion for cable feeds where necessary
- Address HD copy protect issue for Blu-ray playback
- Install new audio infrastructure
- Install voting system

The non-traditional elements of this project, the wall, dais and chairs will be given special attention and will require timely and succinct feedback and decision making from appropriate city personnel.

Burst maintains a fully staffed and equipped service facility provides support and design personnel within 25 miles of the City of Moreno Valley which enables us to not only provide an integration team but also provide an on-going support team to meet all you technical needs.

Burst is authorized to sell all equipment specified within this system and to pass on full manufacturers warranties.

Burst and Catalyst Technologies have adequate plant, CGL insurance and bonding capabilities to complete the work.

The Insurance Statements are included in Appendix 1.

Burst possesses a current and valid California C7 License# 955656.

Burst Profile

Burst Communications, Inc. was formed in 1991 by Kirk Basefsky and Robin Heywood. It has grown from a three-person firm selling equipment to the broadcast industry to an organization providing multiple services to many different end users. Burst's client base extends from coast to coast and internationally. Our strategic partnerships with nationally known manufacturers enable us to provide the right products to complement the solutions offered by our highly qualified staff.

Burst provides professional services for broadcast television, cable channels, stadiums, sports arenas, universities, school districts, government agencies and worship facilities. We provide full design and integration services to clients in all these markets via our integration division. These services include consultation regarding technical plant evaluations, conceptual designs, complete documentation sets, turnkey systems integration and operation. Burst performs these services and provides equipment procurement as well. Burst produces high quality system documentation that includes AutoCAD drawings, Microsoft Excel equipment lists and cable databases, and Microsoft Project schedules.

Offices are located in Dallas, TX, Albuquerque, NM, Newport Beach, CA, Salt Lake City, UT, with corporate offices in Centennial, Colorado.

Web Site: www.burstvideo.com
Facebook: www.facebook.com/BurstVideo

Resumes

Mark Girard - Design Engineer and Project Manager

Mark possesses over 29 year's industry technical and managerial experience. He has designed, project managed and built numerous facilities in the southern California area.

His areas of technical expertise include projects as large as 100,000 sq./ft. facilities for Ascent Media to more modest work for the city of Chino Hills. He is experienced in the design, construction, operation and maintenance of live studio, control room and related technologies. He has supervised staff of over 200 individuals in design build project environments. Mark holds a BSC California State Fullerton.
His professional affiliations include:

NARTE Member
SMPTE Committee Member
NAB presenter

Robin Heywood - President

As one of the founders of Burst Communications in 1991, Robin Heywood manages the integration division of the company. This includes the business aspects of systems integration, including finance, operations, and general management. Mr. Heywood has over 25 years experience in the design, implementation and installation of video production, master control, automated playback systems, nonlinear editing systems arena scoreboard display, house of worship and mobile sports production systems.

Mr. Heywood has been involved in projects referenced in this document. He has acted as project manager and senior project manager on multiple projects simultaneously. Recently has focused on Burst's large projects with the city of Los Angeles. He has provided managerial oversight of contract analysis, insurance compliance and many other business issues.

Prior to co-founding Burst Communications with Kirk Basefsky, Mr. Heywood spent several years as sales engineer for Midwest Communications and Ceavco Audio/Visual.

Mr. Heywood holds a B.S. degree in Television Production from Ohio University. He has held operational positions at WOUB/TV, a local PBS affiliate and at the College of Osteopathic Medicine as producer, lighting director, video technician and cinematographer.

Mr. Heywood's professional affiliations include the Society of Motion Picture and Television Engineers (SMPTE) and the Colorado Film and Video Association (CFVA).

Dale Scherbring - VP of Engineering

Dale brings thirty one plus years of broadcast television engineering, maintenance and operations experience to his position as VP of Engineering at Burst. At Burst he provides overall engineering oversight on all projects with all technical staff reporting to him and reports directly to ownership. In addition to managerial responsibilities he provides design, project management, commissioning testing and systems training from time to time. He has direct experience in designing and building g master control, studio and control rooms. In his career Mr. Scherbring has risen through the ranks to achieve the position of VP and Director of Engineering for Pappas Broadcasting and subsequently Burst. His duties while with Pappas included providing technical advice to Pappas Board of Directors, technical staff management for 23 Pappas broadcast properties, planning and managing digital television transition for all Pappas Telecasting full power TV stations, designing and building HD TV upgrades for four Pappas locations, designing and implementing Spanish Network NOC,

program prep workflow, closed caption insertion and internet delivery system for TuVision Network and supervising Technical FCC compliance for 23 Pappas Broadcast Properties. Dale holds a BS degree in Management of Information Systems, Math and Electronics from the University of Omaha. In addition he holds the following credentials.

SBE Certification:
Professional Broadcast Engineer (CPBE)
SBE Member 1985 - Present
FCC General Class License
MSTV, Engineering Committee
ATSC, Technical sub-group, TSG/PC-4: Planning Committee Chair: Jeff Johnson, Gannett Broadcasting
ATSC, Technical sub-group, TSG/S3: Digital ENG and DLR Group Chair: Dane Ericksen, SBE

Letha Koepp - Administrative Project Manager

Letha has over 20 year's industry experience. She began a career in broadcasting at KTWO-TV in Casper, WY in 1985. Her positions there ranged from Master Control Operator, through Traffic Manager, to Operations Manager via a series of promotions.

She has worked closely with Dale Scherbring, VP/Chief Engineer at Burst Communications, Inc. over this period of time and continues to play a strong role in our team. Her duties include equipment procurement and expediting, assisting in crew scheduling and travel coordination, invoicing and a myriad of details required to achieve project success.

Greg Gorian – Sales Engineer

Greg Gorian has been in the Broadcast Equipment sales and integration business for 17 years, the last 16 with Burst. Greg has focused on the governmental market in Southern California and has had the privilege of holding Contract # 59014 with the City of Los Angeles to provide Audio/Video Production equipment, system design/engineering services, and equipment repair support for LA City View Channel 35 and various other city departments. Please see the project descriptions above to gain insight into the scope of Greg's activities.

Mr. Gorian holds a B.A. degree in Economics from San Diego State University.

References

City of Los Angeles
Tony Ighani (213) 485-4419
Bhavin Patel (213) 847-2199
Greg Steinmehl (213) 922-7793

City of Beverly Hills
Mark Geddes (310) 285-1176

City of Dallas
Bennie Wilcox (214) 957-1042

City of Denver
Alan Hayden (720) 865-2311
Brian Schauer (720) 865-2314

Dallas Cowboys Football Club
Dwin Towell (817) 892-4146

Texas Rangers Baseball Club
Mike Cruise (817) 273-5038
Chuck Morgan (817) 273-5006

Texas Christian University
Tony Symanovich (817) 257-6694

University of Colorado
Deric Swanson (303) 735-3637

The following three projects were completed by Catalyst Technologies, which is owned and operated by Mark Girard.

City of Chino
Michelle VanDerlinden (909) 591-9803

City of Chino Hills
Valerie McClung (909)364-2600

City of Mission Viejo
Eric Winter (949) 636-1154

D. Work Plan & Schedule

Burst understands the City of Moreno Valley requires scheduling this project around the City's mandatory construction timeframe. Please see our attached Gantt chart which details the individual tasks required to be completed relative to the schedule.

Our general approach to this project is to work from our position of demonstrated experience with many similar projects, engage the appropriate personnel with the city and work the plan per the timeline. Necessary project tasks will be performed in a professional and workmanlike manner. Burst performs formal internal project progress meetings on a weekly basis. The team members are in constant communication during certain phases of the project.

Burst expects a single individual to be our formal point of contact with the city. Burst in turn des the same. This is critical to project success as it provides two repositories of complete project understanding.

Please note we have combined the Preliminary and Detailed Designs into one phase on the timeline. The nature of the system and the tight schedule lead us to this decision. Having said that there is a Preliminary Design Review scheduled as item (ID 11) which will function as a corollary to traditional Preliminary Design.

We have scheduled four formal meetings to perform review and provide opportunity for comment and subsequent approvals by the City. We fully expect to spend considerable additional time in direct communication with appropriate City personnel on an informal basis. This informal communication is critical to achieving the project goals and usually results in more productive formal meetings.

Site Preparations

Prior to Burst commencing on-site work the following should have occurred:

- Pathways from the loading dock/rear entrance to the areas where Burst will install equipment must be clear and capable of handling heavy loads.
- Adequate and properly grounded and conditioned electrical power must be available at all specified locations.
- Adequate HVAC for Burst installed equipment must be fully operational.
- Burst recommends that new HVAC ducting should be capped during construction to keep dust out of the system.
- Any required fire suppression equipment in the Burst construction area must be fully operational and tested.
- Room locations containing Burst installed equipment must be free of any other construction trade activities and broom clean.

- All drop tile ceiling must be completely installed.
- Room locations containing Burst installed equipment must be securable.

E. Quality Control and Assurance

This project requires certain measures be undertaken on a per phase basis. Our philosophy is one of planning, communicating plans to the client, requesting feedback, taking any corrective steps and communicating again. We strive to complete the project in a manner the keeps the client fully informed and leads to predictable results; no surpises!

Phase	QC Measure
Preliminary Design	Communicate preliminary equipment list, workflow concepts, request feedback, begin Crestron code writing design, compare progress to schedule, weekly meetings
Detailed Design	Communicate design details as they impact any changes to Preliminary Design concepts, request detailed design acceptance, order equipment based on designs, feedback equipment deliveries to project team as they may impact installation, order most materials, perform Crestron code writing with appropriate feedback to client, submit drawings and cable run list to foreman to review, inspect rooms for room ready conditions, engage City regarding wall, dais, chairs, compare progress to schedule, solicit comments on all work completed to date, weekly meetings
Installation, Construction & Integration	Inspect all equipment upon arrival, test all cables for continuity, perform redlines to drawings as required, Mark Girard is present and in communication with crew on a regular basis, compare progress to schedule, solicit comments on all work completed to date, weekly meetings
Commissioning and Testing	Power up all equipment, asses any "infant mortality" equipment failures,

	load Crestron code, test as soon as possible to allow time for any required modifications, maintain communication with vendors as required to replace any failed equipment, compare progress to schedule, communicate progress to client to prepare training schedule in advance, prepare closeout documentation, inform client of training schedule, review system workflows with client to prepare for training, solicit comments on all work completed to date, weekly meetings
Training & Project Closeout	Submit closeout documents early to allow for review, solicit comments on all work completed to date

Burst's Quality Assurance Project Management System

Objective

The objective of the Burst Quality Assurance Project Management System is Customer Satisfaction. This is accomplished by:

Understanding, meeting, and then exceeding our client's expectations
Being innovative and proactive
Doing the right thing

The following specifics each contribute to our Customer Satisfaction objective.

Design

All Burst projects utilize a team approach. A Burst design engineer will work collaboratively with the end user and other appropriate parties to review all system requirements. Burst does internal reviews including our VP of Engineering, project manager and a project foreman. This information is used to create top level design specification. This is followed by detailed engineering drawings of the total system. The next step is an Implementation Plan and Project Schedule. All of these steps are done in an open and collaborative environment with regular reviews including all appropriate parties.

Project Management

Burst believes project management is a key element to the success of any project. All the items detailed below are affected by project management. As such, Burst will provide a full time dedicated project manager familiar with both broadcast systems and project management experience. The Project Manager's involvement in the project begins with site visits, estimating labor, materials, expenses, etc. and does not end until after final acceptance. This creates a high level of understanding of the project and continuity.

We require consistent feedback from the designers, crew, management and ownership to the project manager. This typically comes in the form of internal progress meetings scheduled as required by the level of activity at any given time. We follow up with the client immediately after our internal meeting with a consecutive meeting that includes the client and others as required to review progress to date. The goal is to provide regular and consistent feedback to the client.

For this project we will schedule both meetings on a weekly basis.

It is worth noting that the Project Manager is copied on all relevant communication. This creates a single point of cross reference so that each discipline is made aware of changes and can act accordingly. For example a design change may require new products and materials to be ordered. This may affect the cable fabrication and/or the construction schedule. Our view is the project manager must coordinate all these efforts in order to create a quality system.

Burst will provide daily/weekly reports to our client as a way to keep the lines of communication flowing. This report consists of progress made since the last report; goals for the upcoming period as well as any obstacles Burst may be having that could affect the project's schedule.

Logistics

Burst's logistics group is headed by the Administrative Project Manager, who controls all purchases and coordinates with the vendors and project team to assure equipment and material are available at the right time in the right place. This group also reconciles orders with receiving documents to guaranty accuracy of shipments, invoicing and inventory.

Offsite Construction

In addition to our construction site at our headquarters in suburban Denver Burst has sites in Southern California and Dallas Texas. These sites offer up to 10,000 square feet of space enabling us to build and test in an organized fashion.

Burst will fabricate most cables off site. All fabricated cables are fully tested. Burst employs custom made testing benches based on industry standard testing equipment.

We sub-divide the construction process into smaller more manageable tasks in order to better track progress. Periodic reviews of construction progress are performed by both the project manager and the design team. This ensures consistency in terms of the quality of construction and minimizes any remedial efforts into smaller more manageable tasks. It also allows us to track budget to actual results against our timeline.

Shipping

Burst controls the shipping process. All equipment and materials will ship to Denver from the manufacturers via carriers who understand the fragile nature of broadcast equipment. Our receiving process includes inspection of all equipment for physical damage and the collection of all applicable serial numbers. We personally pack the freight and build crates as required. Then all items are shipped to the construction site using "white glove" point-to-point freight service. Upon delivery at the construction site we personally unpack the shipment and set items in place. All shipments are insured via our insurance company.

Onsite Construction

Burst will employ highly qualified installers and engineers for this phase of the project. These may be Burst employees and/or contract individuals. Once they have received the shipment from Burst and have placed the racks in position they will begin the process of installing the wiring between racks and the control rooms as well as other interconnections to other subcontractors.

Site Safety Policies

Burst maintains a Site Safety Policy and has an exemplary safety history. It is managed by a full time safety professional, who is responsible for monitoring the safety procedures of our crews at the jobsite.

Testing and Commissioning

Burst will provide a senior engineer and lead technician to perform system testing and commissioning. Burst will work in conjunction with the owner's staff and others to perform system testing. We will also provide manufacturer personnel, as needed, to commission key pieces of equipment.

Our commission effort will be divided in two parts. First we will commission in phases based on sub-systems. Second we will provide staff with specific skill sets in video, audio, control and IT. We believe these two methods of commissioning offer the best results. Burst encourages any local engineers who are intended to maintain and operate the system to be involved. There is always an interest in involving local contract engineers to enable support of the client after the project is finished.

Training

Burst will provide training from our engineering staff and manufacturer-based experts. This training will be coordinated with all appropriate parties, especially the end users.

Warranty

Burst provides a one year warranty against defects in materials and workmanship on all of its installation labor and materials. During the warranty period, Burst will repair or at our option replace at no charge any defects in installation labor or materials. Equipment and products installed as part of a project are covered by the individual manufactures warranty, which passes through to the end-user unaltered. Burst will work with the end user to assist in resolving any manufacture warranty issues. Burst endeavors to contract with a local qualified engineer to provide on site support. Whenever possible this engineer participates in the testing and commissioning of the system. Burst liability does not extend to any special, incidental or consequential damages incurred as a result of any warranty issues.

Event Support

When required, event support is performed by Burst's engineering and installation teams.

Schedule

Burst uses Gantt charts developed with Microsoft Project to design and maintain a schedule. This schedule is designed and coordinated with all appropriate parties to fulfill the project.

Documentation

Burst produces high quality system documentation that includes AutoCAD drawings, Microsoft Excel equipment lists and cable databases, and Microsoft Project schedules. At the conclusion of the project Burst

provides a complete set of "As Built" drawings, lists and databases in editable electronic form as well as hardcopy.

Standards

Burst conforms, where applicable, to the standards published by IEEE, SMPTE, EIA, the National Electrical Code, ANSI, UL, FCC, SCTE, NCTA, TIA and OSHA.

F. **FEE Proposal**

Please see our Fee Proposal attached below. Burst has divided all labor costs on a percentage basis and applied these figures to the Fee Schedule. We have included all equipment, the dais and wall modifications into Phase Three. We are open to discussion regarding final allocation of the Fee pricing.

1. A statement that this Request for Proposal shall be incorporated in its entirety as a part of the Consultant's Proposal.

This RFP is incorporated in its entirety as a part of our Proposal.

2. A statement that this Request for Proposal and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the City of Moreno Valley.

This Request for Proposal and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the City of Moreno Valley.

3. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this Request for Proposal for Professional Design Build Consultant Services.

"ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL"

Burst has no such exceptions

4. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to

be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.

Please see our Completed Projects section above for demonstrated proof of our capabilities.
Please see C Project Management and Staffing Plan for our project team qualifications.

5. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of daily and final reports, or similar evidence of attainment of the Agreement objectives.

Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of daily and final reports, or similar evidence of attainment of the Agreement objectives.

6. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.

Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.

7. A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this Request for Proposal. All extra work will require prior approval from the City.

The following hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this Request for Proposal. All extra work will require prior approval from the City.

Category	*Rate*
Design, Engineering, Project Management	*$115/hour*
Crestron Programming	*$115/hours*
Installation Labor	*$51.75/hour*

8. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

9. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.

All federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.

10. A statement that the Consultant shall comply with the California Labor Code. Pursuant to the State of California prevailing wage rates

Consultant shall comply with the California Labor Code. Pursuant to the State of California prevailing wage rates.

11. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

Project # x
1/1

Date: 6/9/2013

Burst Communications, Inc.
8200 S. Akron St.
Suite 108
Centennial, CO 80112

BURST

Budgetary Proposal

CLIENT: City of Moreno Valley
Project
Project Number: XXXX
Date: 6/10/2013

FEE PROPOSAL REVISION #4

		Ext Price
Peliminary Design	$	10,637.50
Equipment Purchase and Detailed Design	$	382,630.75
Onsite Systems Integration	$	42,223.00
Commissioning & Testing	$	9,303.50
Training & Closeout	$	5,922.50
Sub-Total	$	**450,717.25**
Taxes at 8% on equipment and materials are included in the sections above	$	-
Total	$	**450,717.25**

CITY - SERVICES TO BE PROVIDED
TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT "C"

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed **$450,720.**

2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml

3. The Consultant will electronically submit an invoice to the City for milestone payments along with documentation evidencing services completed to date. The milestone payment is based on actual time and materials expended in furnishing authorized professional services during the preceding period. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any milestone payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at miab@moval.org or calls directed to (951) 413-3155.

4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH

Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:

   A. Vendor Name, Mailing Address, and Phone Number
   B. Invoice Date
   C. Vendor Invoice Number
   D. City-provided Reference Number (e.g. Project, Activity)
   E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

EXHIBIT "D"

Item No. A.21

Exhi -554-

ɔd 6/12/13
00 AM

Moreno Valley TV
Timeline

	WBS	Task Name	Duration	Work	Actual Work	Start	Finish	Predecessors
	1	MVTV	63 days	12 hrs	0 hrs	Wed 6/26/13	Fri 9/20/13	
	1.1	**Contract Signed**	20 days	0 hrs	0 hrs	Wed 6/26/13	Tue 7/23/13	
	1.1.1	**Phase I (Design)**	20 days	0 hrs	0 hrs	Wed 6/26/13	Tue 7/23/13	
	1.1.1.1	Kickoff Meeting	1 day	0 hrs	0 hrs	Wed 6/26/13	Wed 6/26/13	
	1.1.1.2	Block and Flow - Drawings	4 days	0 hrs	0 hrs	Wed 6/26/13	Mon 7/1/13	
	1.1.1.3	**Detailed Design**	10.5 days	0 hrs	0 hrs	Tue 7/2/13	Tue 7/16/13	5
7	1.1.3.1	Video Design	5 days	0 hrs	0 hrs	Tue 7/2/13	Mon 7/8/13	
8	1.1.3.2	Audio Design	3 days	0 hrs	0 hrs	Tue 7/9/13	Thu 7/11/13	7
9	1.1.3.3	Control Systems	1 day	0 hrs	0 hrs	Fri 7/12/13	Fri 7/12/13	8
10	1.1.3.4	Intercom Design	1 day	0 hrs	0 hrs	Mon 7/15/13	Mon 7/15/13	9
11	1.1.3.5	Prelimary Design Review Meeting	4 hrs	0 hrs	0 hrs	Tue 7/16/13	Tue 7/16/13	10
12	1.1.1.4	Complete Design	2 days	0 hrs	0 hrs	Tue 7/16/13	Thu 7/18/13	11
13	1.1.1.5	Critical Design Review w/ Client	1 day	0 hrs	0 hrs	Mon 7/15/13	Mon 7/15/13	9
14	1.1.1.6	Review Design Changes	2 days	0 hrs	0 hrs	Wed 7/17/13	Thu 7/18/13	13FS+1 day
15	1.1.1.7	Approval of Revised Drawings	0 days	0 hrs	0 hrs	Thu 7/18/13	Thu 7/18/13	14
16	1.1.1.8	Conform/Database the Design	1 day	0 hrs	0 hrs	Fri 7/19/13	Fri 7/19/13	15
17	1.1.1.9	Final Install Documentation - Create Install Manuals	2 days	0 hrs	0 hrs	Mon 7/22/13	Tue 7/23/13	16
18	1.2	**Equipment Purchase**	39 days	0 hrs	0 hrs	Wed 7/3/13	Mon 8/26/13	
	1.2.1	Present Major Items Quotes	1 day	0 hrs	0 hrs	Wed 7/3/13	Wed 7/3/13	
	1.2.2	Major Items PO from MVTV	0 days	0 hrs	0 hrs	Mon 7/8/13	Mon 7/8/13	19FS+3 days
	1.2.3	Receive Major Items	1 day	0 hrs	0 hrs	Wed 8/7/13	Wed 8/7/13	20FS+21 days
	1.2.4	Remaining Items Quotes	3 days	0 hrs	0 hrs	Wed 7/17/13	Fri 7/19/13	13FS+1 day
	1.2.5	Reviewable BOM	2 days	0 hrs	0 hrs	Mon 7/22/13	Tue 7/23/13	22
	1.2.6	Finalized BOM	4 hrs	0 hrs	0 hrs	Wed 7/24/13	Wed 7/24/13	23
	1.2.7	Remaining Items PO from MVTV	0 days	0 hrs	0 hrs	Wed 7/24/13	Wed 7/24/13	24SF+1 day
	1.2.8	Remaining Items PO to Vendors	1 day	0 hrs	0 hrs	Thu 7/25/13	Thu 7/25/13	25
	1.2.9	Receive Remaining Items	21 days	0 hrs	0 hrs	Mon 7/29/13	Mon 8/26/13	26FS+1 day
	1.3	**Installation Phase**	28.5 days	0 hrs	0 hrs	Mon 7/22/13	Thu 8/29/13	
	1.3.1	Order Installation Supplies	0.5 days	0 hrs	0 hrs	Mon 7/22/13	Mon 7/22/13	12FS+2 days
	1.3.2	Prewire Off Site	5 days	0 hrs	0 hrs	Tue 7/23/13	Mon 7/29/13	29
	1.3.3	**On Site Installation**	23 days	0 hrs	0 hrs	Tue 7/30/13	Thu 8/29/13	
	1.3.3.1	Decommision	3 days	0 hrs	0 hrs	Tue 7/30/13	Thu 8/1/13	30
33	1.3.3.2	Install Equipment in Racks	1 day	0 hrs	0 hrs	Thu 8/8/13	Thu 8/8/13	32,21
34	1.3.3.3	Cable Installation	15 days	0 hrs	0 hrs	Fri 8/9/13	Thu 8/29/13	33
35	1.3.3.4	Install System & Monitoring	2 days	0 hrs	0 hrs	Fri 8/9/13	Mon 8/12/13	34SS
36	1.3.3.5	Install Audio Console	1 day	0 hrs	0 hrs	Tue 8/13/13	Tue 8/13/13	35
37	1.3.3.6	Install Console for Control Room	1 day	0 hrs	0 hrs	Fri 8/2/13	Fri 8/2/13	32
38	1.4	**System test and training Phase**	6 days	0 hrs	0 hrs	Fri 8/30/13	Fri 9/6/13	
39	1.4.1	Basic Testing	2 days	0 hrs	0 hrs	Fri 8/30/13	Mon 9/2/13	34
40	1.4.2	Switcher Config & Testing	1 day	0 hrs	0 hrs	Mon 9/2/13	Mon 9/2/13	39SS+1 day,37
41	1.4.3	Camera Config & Testing	1 day	0 hrs	0 hrs	Tue 9/3/13	Tue 9/3/13	37,39,40
42	1.4.4	Audio Mixer Config & Testing	1 day	0 hrs	0 hrs	Tue 9/3/13	Tue 9/3/13	39
43	1.4.5	Voting System installation and testing	2 days	0 hrs	0 hrs	Wed 9/4/13	Thu 9/5/13	42
44	1.4.6	Crestron Testing	1 day	0 hrs	0 hrs	Fri 9/6/13	Fri 9/6/13	43
45	1.5	**Sign-off Phase**	10 days	12 hrs	0 hrs	Mon 9/9/13	Fri 9/20/13	
46	1.5.1	Customer Training - System	3 days	12 hrs	0 hrs	Mon 9/9/13	Wed 9/11/13	44
47	1.5.2	As Built Documention Revised	16 hrs	0 hrs	0 hrs	Thu 9/12/13	Fri 9/13/13	46
48	1.5.3	As Built Documention Finalized	2 days	0 hrs	0 hrs	Mon 9/16/13	Tue 9/17/13	47
49	1.5.4	As Built Documention Deivered to Client	0 days	0 hrs	0 hrs	Fri 9/20/13	Fri 9/20/13	48SF+5 days

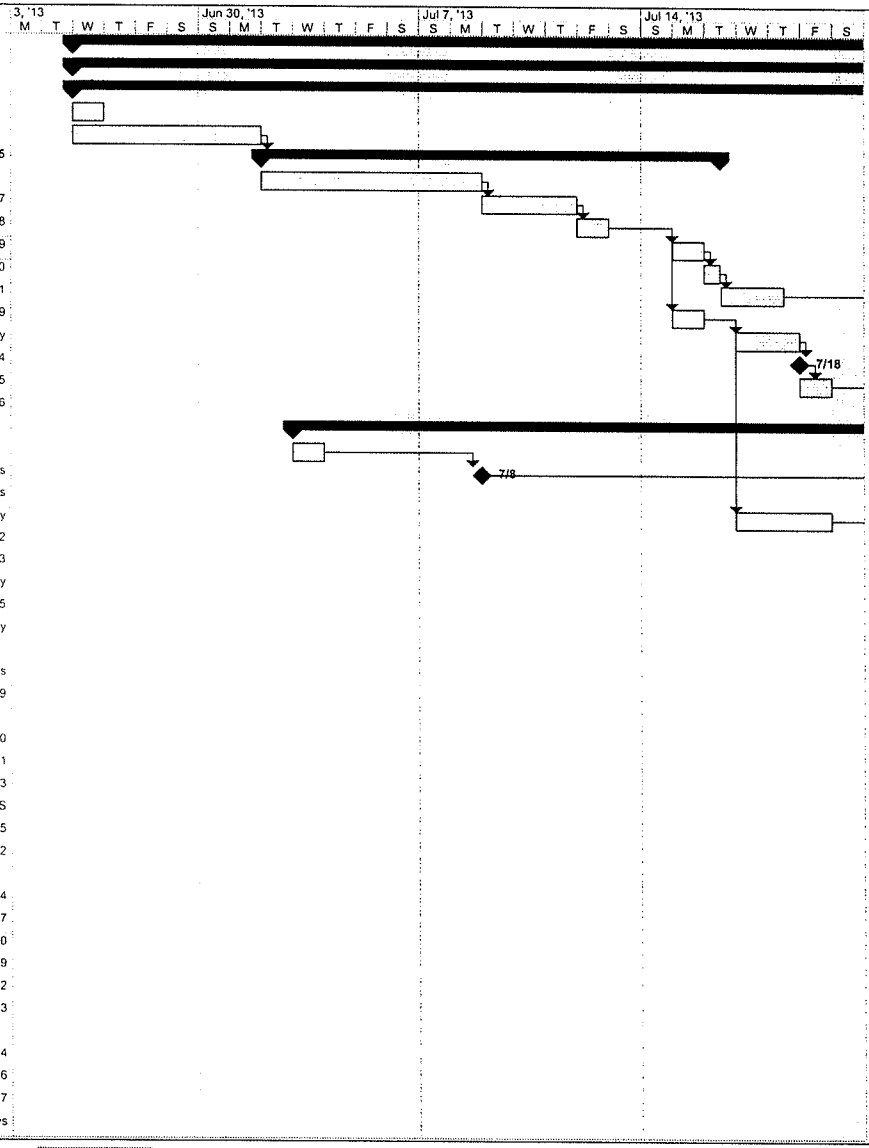

Saved Date: Mon 6/10/13
File Name:MVTV 0513v3.mpp
Author: M. Girard

Task | Progress | Summary | External Tasks | Deadline
Split | Milestone | Project Summary | External Milestone

MV00208699

Moreno Valley TV
Timeline

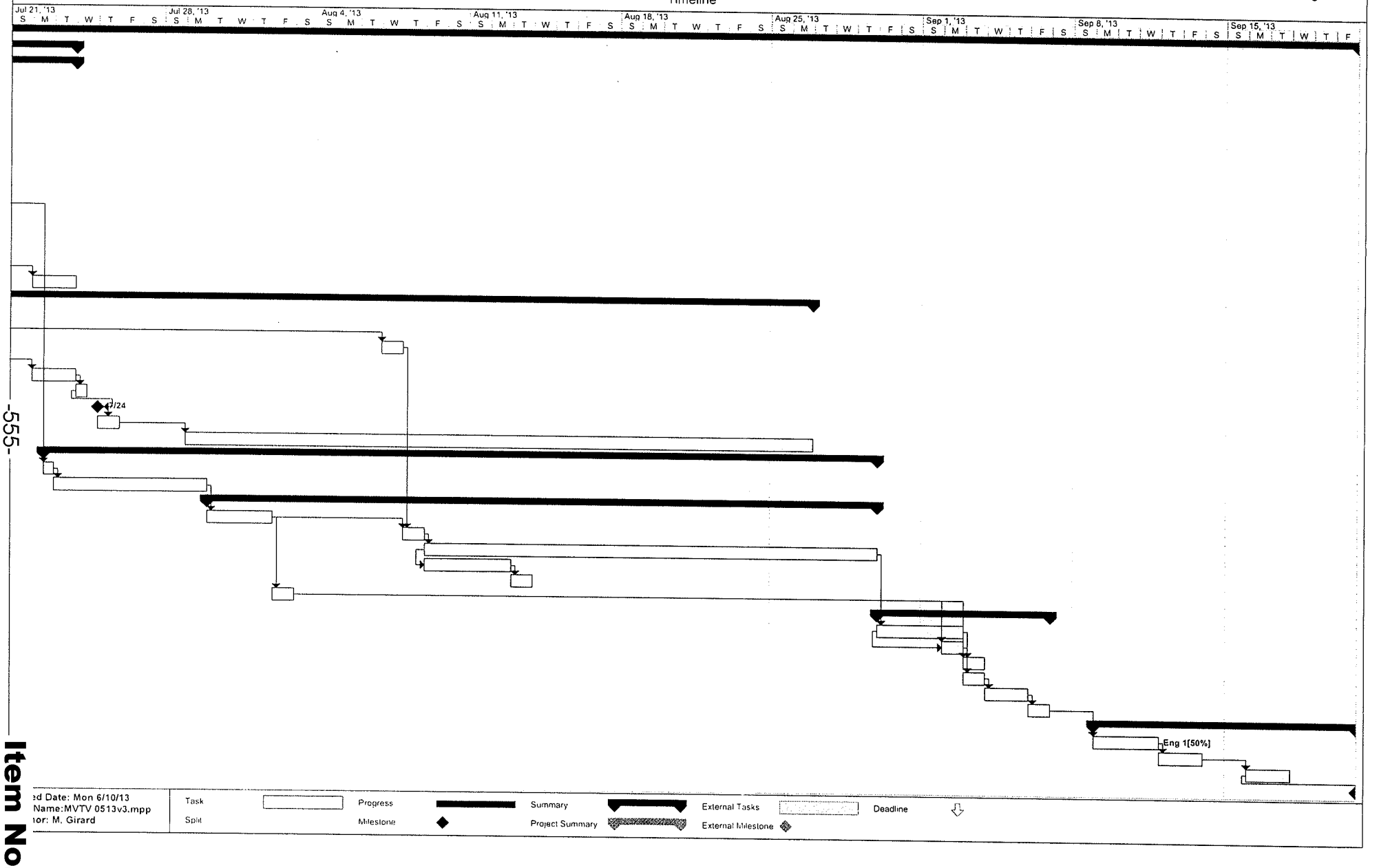

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Name:MVTV 0513v3.mpp
hor: M. Girard

Task		Progress		Summary		External Tasks		Deadline	
Split		Milestone		Project Summary		External Milestone			

Item No. A.21

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MV00208701

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: June 25, 2013

TITLE: SECOND AMENDMENT TO AGREEMENT WITH DMC DESIGN GROUP FOR MORENO TOWNSITE AREA STORM DRAIN AND MISCELLANEOUS STREET IMPROVEMENTS BETWEEN ALESSANDRO BOULEVARD AND DRAINAGE FACILITY LINE F - PROJECT NO. 801 0011 70 77

RECOMMENDED ACTION

Recommendations:

1. Approve the Second Amendment to Agreement for Professional Consultant Services with DMC Design Group for the additional work needed to complete the design for the Moreno Townsite Area Storm Drain and Miscellaneous Street Improvements.

2. Authorize the City Manager to execute the Amendment to Agreement for Professional Consultant Services with DMC Design Group.

3. Authorize an increase to the Purchase Order to DMC Design Group not to exceed the amount of $28,000 once the Amendment to Agreement has been signed by all parties.

BACKGROUND

This project involves the design and construction of a storm drain system to be installed in Redlands Boulevard south of Alessandro Boulevard to mitigate flooding within the Moreno Townsite Area. The project also includes miscellaneous street improvements associated with construction of the storm drain.

On February 8, 2011, the City Council accepted the initial Hazard Mitigation Grant Program (HMGP) funds in the amount of $1,178,000 from the Federal Emergency Management Agency (FEMA).

On April 26, 2011, the City Council approved an agreement with DMC Design Group (DMC) to provide design services, various environmental technical studies, and right-of-way engineering support for the project, as well as accepted additional HMGP funds in the amount of $322,000 from FEMA.

On January 10, 2012, the City Council adopted a Mitigated Negative Declaration (MND) for this project with mitigation measures to be included in the project's specifications to reduce all potential environmental impacts related to the project's construction phase to an acceptable level.

On September 25, 2012, the City Council approved the First Amendment to the Agreement with DMC Design Group and authorized an increase in the Purchase Order to DMC Design Group in the amount of $51,500. This action was necessary due to the changes in the storm drain alignment based on feedback from the neighborhood residents and the Riverside County Flood Control and Water Conservation District (the District). However, DMC Design Group has not been given a notice to proceed with this design revision pending an approval from FEMA on the storm drain alignment changes and on-going negotiations with the District who was interested in doing a joint project with City.

In a letter dated November 29, 2012, the District made a commitment to fund a joint project with the City for the amount of $1,500,000.

In late May 2013, the City received FEMA's approval on the changes of the storm drain alignment and was authorized to move forward with the design for the project.

DISCUSSION

This project is to install a storm drain in Redlands Boulevard from Alessandro Boulevard to the existing drainage facility line F. This project will help mitigate flooding for the Moreno Townsite Area. Repeat flooding has caused damages to local streets and private properties, impacted traffic safety, and disrupted public and utility services. Several homes and roadways have been inundated with storm water, and the area has become inaccessible. Extensive cleanup was required to remove mud and debris from streets and properties after the storm.

The joint project with the District will avoid having two parallel storm drains in Redlands Boulevard because it is proposed to combine the District's existing storm drain in Redlands Boulevard and City's proposed storm drain into one larger storm drain pipe.
The City will take the lead on the design and construction of this joint project, and the District will provide the City with additional funding for the design and construction

related costs through a co-operative agreement which staff will present to City Council for approval in the near future.

This second amendment to DMC Design Group's agreement provides an increase in DMC's fee by an amount of $28,000 for the additional work needed to complete the design of this joint project. With the District joining the project and contributing up to $1.5 million to add to the project's original budget of $2 million, the project's scope of work is expanded to complete the design and bid documents. The original FEMA grant requires the project to be completed by mid-2014. The successful completion of this storm drain project would provide better flood protection for the Moreno Townsite Area and areas along Redlands Boulevard north of Brodiaea Avenue.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. Because FEMA grant funds are involved, the project must continue in an expeditious manner. *This alternative will allow for the project to keep its needed momentum to complete the construction of much needed storm drain and street improvements in the Moreno Townsite Area by mid-2014.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay much needed storm drain and street improvements within the Moreno Townsite Area and may significantly affect the disposition of the FEMA grant funds.*

FISCAL IMPACT

This project is included in Fiscal Year 2012/2013 Capital Improvements Project Budget and financed by FEMA-HMGP Grant Funds, Measure A as local match funds, and the District's funding. There is no impact to the General Fund.

AVAILABLE FUNDS FOR THE PROJECT:

Street Improvement Program (Account No. 2001-70-77-80001)(Project No. 801 0011 70 77-2001)	$2,120,000
District Funding (To be available once co-op agreement is executed)	$1,500,000
Total	$3,620,000

ESTIMATED PROJECT COSTS:

Design Cost*	$ 63,000
Additional Design Cost	**$ 28,000**
Construction	$3,348,000
Construction Geotechnical Services and Survey Services	$ 80,000
Project Management, Administration and Inspection	$ 80,000
Total	$3,599,000

**Balance of previous funding authorization*

ANTICIPATED PROJECT SCHEDULE

Design Complete.....November 2013
Advertise and Award Construction Contract.....December 2013
Construction Complete.....June 2014

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Staff recommends approval of the Second Amendment to Agreement for Professional Consultant Services and an increase to the purchase order with DMC Design Group in the amount of $28,000 for completing the design and bid documents for the Moreno Townsite Area Storm Drain and Miscellaneous Street Improvements project. These improvements will help mitigate the flooding for this area.

ATTACHMENTS

Attachment 1 – Location Map
Attachment 2 – Second Amendment to Agreement for Professional Consultant Services

Prepared By:
Quang Nguyen
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Asst. City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00208707

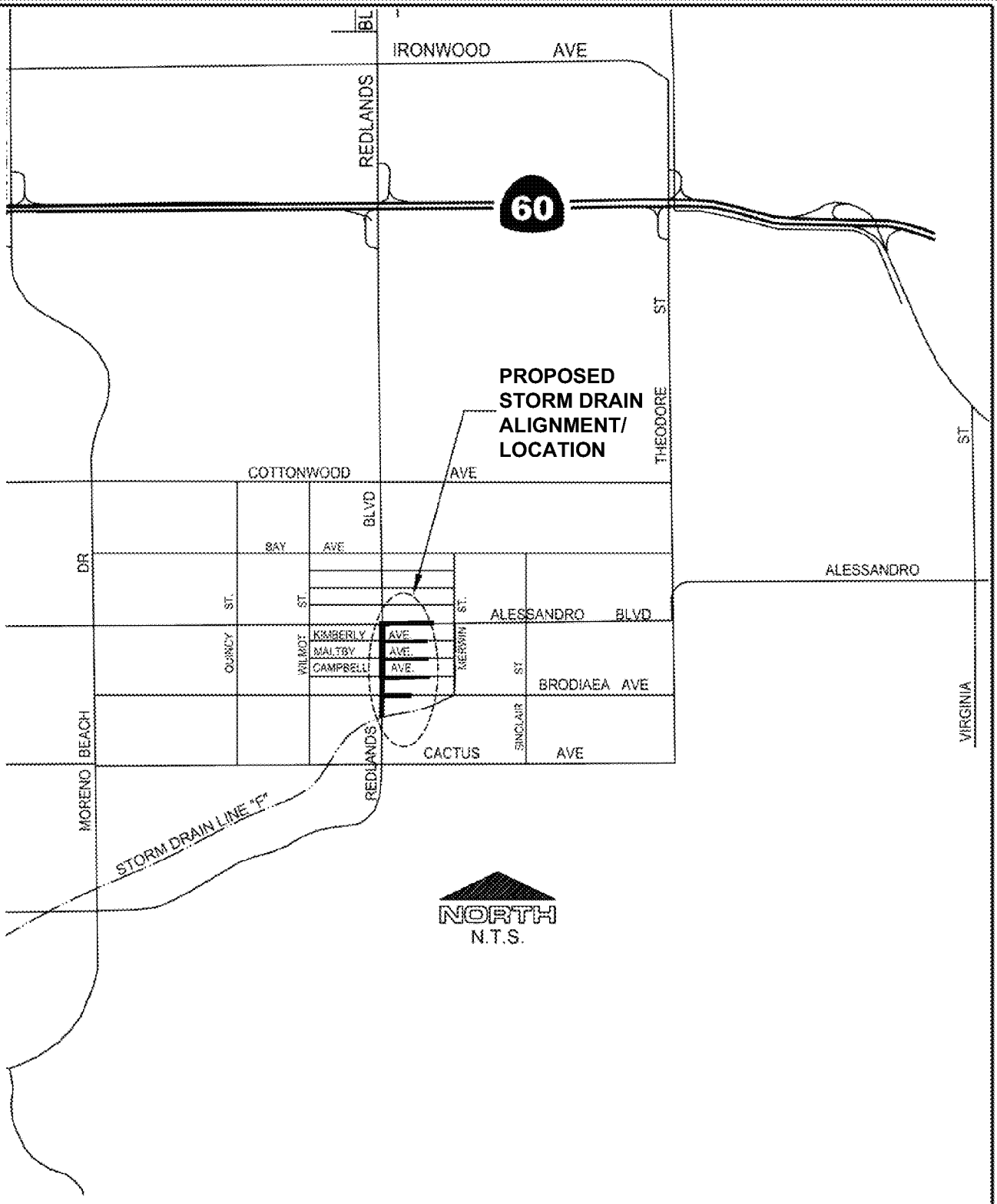

LOCATION MAP

Public Works Department
Capital Projects Division

MORENO TOWNSITE AREA STORM DRAIN AND MISCELLANEOUS STREET IMPROVEMENTS

ATTACHMENT 1

PROJECT NO. 801 0011 70 77

Item No. A.22

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MV00208709

SECOND AMENDMENT TO AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES PROJECT NO. 801 0011 70 77

This Second Amendment to Agreement is by and between the City of Moreno Valley, a municipal corporation, hereinafter referred to as "City," and DMC Design Group, Inc., a California corporation, hereinafter referred to as "Consultant." This Second Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "Agreement for Design Professional Consultant Services," hereinafter referred to as "Agreement," dated May 19, 2011.

Whereas, the Consultant is providing consultant design services for Moreno Townsite Area Storm Drain and Miscellaneous Street Improvements between Alessandro Boulevard and Drainage Facility Line F.

Whereas said Agreement was amended by the “First Amendment to Agreement for Professional Consultant Services” dated November 7, 2012.

Whereas, it is desirable to amend the Agreement to expand the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this Second Amendment.

Whereas, the Consultant has submitted a Proposal dated June 6, 2013, for expansion of the scope of work to be performed. A copy of said Proposal is attached as “Exhibit A – Second Amendment” and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT

1.1 The Agreement termination date is extended from May 31, 2014 to May 31, 2015,

unless the termination date is further extended by an Amendment to the Agreement.

1.2 Exhibit "B" to the Agreement is hereby amended by adding to the scope of work section described in "Exhibit A – Second Amendment," entitled "Proposal for Additional Professional Design Consultant Services for the Realignment of Storm Drain Improvements in the Moreno Townsite Area between Alessandro Boulevard and Drainage Facility Line F (Project No. 801 0011 70 77)."

1.3 Exhibit "D" to the Agreement is hereby further amended by adding to the cost proposal in the amount of $28,000 as described in said "Exhibit A -- Second Amendment."

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $28,000, in consideration of the Consultant's performance of the work set forth in "Exhibit A -- Second Amendment."

1.5 The total "Not to Exceed" fee for this contract is $251,516 ($172,016 for the original Agreement plus $51,500 for the First Amendment and $28,000 for the Second Amendment to the Agreement).

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
City Manager

_____
Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

DMC Design Group, Inc.

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

Attachments: "Exhibit A – Second Amendment"

DMC Design Group, Inc.
Maple Centre
140 N. Maple St., Suite 104
Corona, CA 92880

(951) 549-8100 Fax (951) 549-8102

June 6, 2013

Quang Nguyen, P.E.—Senior Engineer
City of Moreno Valley
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805

RE Proposal for Additional Professional Design Consultant Services for the Realignment of Storm Drain Improvements in the Moreno Townsite Area between Alessandro Boulevard and Drainage Facility Line F (Project No. 801 0011 70 77)

Dear Mr. Nguyen:

Per a meeting held between DMC Design Group, Inc., the City and Riverside County Flood Control and Water Conservation District (RCFC & WCD), proposed revisions to the storm drain alignment/conceptual plan for proposed drainage improvements in the Moreno Townsite Area were discussed to accommodate a single culvert structure along Redlands Boulevard. With the RCFC & WCD agreement to join the project, the revised design is to include the removal of the existing Line F-2, incorporation of the preliminary revised RCFC & WCD Master Drainage Plan, laterals along Alessandro Boulevard, Kimberly Avenue, Maltby Avenue, and Campbell Avenue to accommodate locate drainage, and necessary improvements to avoid the acquisition of permanent drainage easements through properties within the Moreno Townsite community. To comply with this new alignment, it will be necessary to revise construction plans, specifications and estimates completed to date before proceeding to preparation of final bid ready construction documents.

Based upon the November 1, 2012 meeting and subsequent conversations with the City/RCFC, DMC estimates the following additional effort will be required to revise the existing plans, specifications and estimates:

• **Task 9.02 Special Studies (Drainage / Structural)** 48 hrs @ $110/hr (Design Engineer) + 16 hrs @ $130/hr (Project Engineer)	**$7,360**
• **Task 10 PS&E** 160 hrs @ $90/hr (CAD Op.) + 12 hrs @ $110 (Design Engr.) + 4 hrs @ $130/hr (Proj. Engr.)	**$16,240**
• **Additional Direct Costs and Design Work if Requested by the City**	**$4,400**
Total Additional Costs to Current Contract	**$28,000**

The additional costs outlined above are to revise existing plans to complete level based upon the new alignment and do not include any updates or changes to the environmental clearance. DMC will immediately begin this work once it receives written authorization to proceed from the City.

Should you have any questions or concerns, do not hesitate to contact me.

Sincerely,
DMC Design Group, Inc.

David M. Cosper, P.E., Q.S.D.
Principal Engineer

F:\MARKET\DMC 2013\13-016 CITY OF MORENO VALLEY - REVISE DESIGN AND CONSTRUCTION DOCUMENTS FOR MORENO TOWNSITE PROJECT\PROPOSAL\130604 PROPOSAL LETTER FOR ADDITIONAL WORK.DOC

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 25, 2013

TITLE: ADOPT RESOLUTION NO. 2013-59 APPROVING THE LOAN AGREEMENT FROM THE GENERAL FUND TO THE POLICE FACILITIES DEVELOPMENT IMPACT FEE FUND IN THE AMOUNT OF $3,000,000, THE RECREATION CENTER DEVELOPMENT IMPACT FEE FUND IN THE AMOUNT OF $145,000 AND THE ANIMAL SHELTER DEVELOPMENT IMPACT FEE FUND IN THE AMOUNT OF $175,000

RECOMMENDED ACTION

Recommendation:

1. Staff recommends that the Council adopt Resolution 2013-59 approving the Loan Agreements from the General Fund to the Police Facilities Development Impact Fee Fund in the amount of $3,000,000, the Recreation Center Development Impact Fee Fund in the amount of $145,000 and the Animal Services Development Impact Fee Fund in the amount of $175,000. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing an Loan Agreement Between the City of Moreno Valley and the Police Facility Development Impact Fee Fund in the Amount of $3,000,000, the Recreation Center Development Impact Fee Fund in the Amount of $145,000 and the Animal Shelter Development Impact Fee Fund in the Amount of $175,000.

BACKGROUND

The City Council has approved the levy of a fee to mitigate the impacts of new development on various public facilities pursuant to the California Mitigation Fee Act. These fees are collected and recorded in separate funds pending the allocation of

available funds for capital projects or to pay debt service on public facilities or improvements that were constructed from bond proceeds.

DISCUSSION

As of June 30, 2013 the Police Facilities Development Impact Fee Fund, the Recreation Center Development Impact Fee Fund and the Animal Services Development Impact Fee Fund are expected to experience negative cash balances. For reasons described in the following discussion facilities were constructed or land was purchased for future expansion through either the selling of bonds or short-term loans from the General Fund. At the time of the authorization of the transactions it was anticipated that the development impact fee program would provide the levels of revenue required to repay the loans or meet the annual debt service payments. In 2008 with the beginning of the recent recession the City experienced a significant decline in new development which resulted in the decline in development impact fee revenues. As such the development impact fee accounts have been forced to utilized available cash balance to continue to meet the annual debt service requirements or loan repayment. In the case with these three funds the debt service or repayment requirements have depleted their cash balances to zero and will require loans from the General Fund until they have enough revenues to repay the loans or are able to meet their annual debt services requirements. Generally Accepted Accounting Principles (GAAP) require that cash balances cannot be in a negative position at year-end and in the past short-term, one-day, loans from the General Fund were utilized to meet this requirement.

- Police Facilities Development Impact Fees
    - In June 2005 the City issued the 2005 Lease Revenue Bonds totaling $48,205,000. Included in the approved projects for the bonds were various projects which were to be repaid through the utilization of Development Impact Fees that were to be collected from developers in future years. These projects included the expansion of the Public Safety Building, the construction of the Emergency Operations Center (EOC) building, Fire Station 58 and various arterial street projects. The bond documents called for the repayment of this bond over the following 30 years with the final payment occurring in November 2035. The revenue stream from development impact fees for Arterial Streets, Police Facilities and Fire Facilities was pledged to meet these annual debt service requirements associated to each of the funds. The payment of existing debt service has been identified as the first priority from the development fee funds.
- Recreation Center Development Impact Fees
    - In January 2006 upon the completion of the Conference & Recreation Center funds totaling $1.5 million were transferred from the Recreation Center Development Impact Fee Fund to the General Fund. These funds represented the repayment of the start-up loan that had been authorized during the planning and early construction phases of the Conference &

Recreation Center. This transfer exceeded the available fund balance and caused fund balance to go into a negative position. Receipts into the Recreation Center Development Impact Fee account have been used in subsequent years to reduce the amount of the outstanding balance but fund balance continues to be in a negative position.

- Animal Shelter Development Impact Fees
    - During Fiscal Year 2006 the City had the opportunity to purchase the vacant property adjacent to the existing Animal Shelter. Animal Shelter Development Impact fees were identified as the appropriate funding source as this purchase would be able to address future growth needs. At the time the purchase price exceeded the available fund balance but is was anticipated based on revenue levels to that point that DIF revenues would be sufficient to repay the remaining balance over a three-year period. With the decline in the economy and the resulting slow-down of development activities these revenues experienced a sharp decline and as such the revenue levels have not yet been sufficient enough to extinguish the loan. As new DIF revenues come in they are utilized to repay the loan provided by the General Fund.

ALTERNATIVES

1. Adopt proposed resolution approving the Loan Agreement from the General Fund to the Police Facility Development Impact Fee fund ($3,000,000), the Recreation Development Impact Fee fund ($145,000) and the Animal Shelter Development Impact Fee fund ($174,000) to address negative cash balances in these accounts.

2. Do not adopt proposed resolution approving the Loan Agreement and provide staff with other direction.

FISCAL IMPACT

General Fund fund balance will be reduced by the amounts of these loans or $3,320,000. However, $1,000,000 has been reserved to address the potential for the DIF funds revenue being insufficient to cover debt service. This $1,000,000 reserve will be removed with the net reduction in fund balance being $2,320,000 As Development Impact Fee revenues related to the Recreation Center Development Impact Fee and Animal Shelter Impact Fee accounts are received they will be applied to continue to reduce the outstanding loan amounts for these funds. In the case of the Police Facility Development Impact Fee fund debt service of approximately $680,000 will continue until November 2035. The ability of the Police Facility DIF fund to repay this loan will depend on the revenues that are received during the year. Year-to-date through May 2013 the Police Facilities DIF fund has received revenues totaling $102,000.

SUMMARY

The City Council has approved the levy of a fee to mitigate the impacts of new development on various public facilities pursuant to the California Mitigation Fee Act. These fees are collected and recorded in separate funds pending the allocation of available funds for capital projects or to pay debt service on public facilities or improvements that were constructed from bond proceeds. Capital projects have been completed anticipating the use of available DIF funds to pay the initial costs or ongoing debt service. As such the Police Facilities Development Impact Fee fund,($3,000,000) the Recreation Center Development Impact Fee fund,($145,000) and the Animal Shelter Impact Fee fund ($175,000) are currently reporting cash balances which in compliance with Generally Accepted Accounting Principles will require loans from the General Fund until such time as the revenues received by the Development Impact Fee funds is sufficient to extinguish the loan balances.

ATTACHMENTS

Attachment 1: Proposed Resolution Approving the Loan Agreement between the General Fund and the Police Facilities Development Impact Fee Fund, the Recreation Center Development Impact Fee Fund and the Animal Shelter Development Impact Fee Fund.

Exhibit A: Loan Agreement

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING AN LOAN AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE POLICE FACILITY DEVELOPMENT IMPACT FEE FUND IN THE AMOUNT OF $3,000,000, THE RECREATION CENTER DEVELOPMENT IMPACT FEE FUND IN THE AMOUNT OF $145,000 AND THE ANIMAL SHELTER DEVELOPMENT IMPACT FEE FUND IN THE AMOUNT OF $175,000.

WHEREAS, the City Council levies a fee for the mitigation of the impacts of new development on the City's Police Facilities, the Recreation Centers and the Animal Shelter and related facilities pursuant to the California Mitigation Fee Act (California Government Code Section 6600 et seq.); and

WHEREAS, the City collects and records these fees in separate funds called the Police Facilities Development Impact Fee Fund, the Recreation Center Impact Fee Fund and the Animal Shelter Impact Fee Fund; and

WHEREAS, the City has made disbursement from these funds that have resulted in negative cash balances in the Police Facility Development Impact Fee Fund ($3,000,000), the Recreation Center Development Impact Fee Fund ($145,000) and the Animal Shelter Development Impact Fee Fund; and

WHEREAS, the City has a need to resolve the negative cash balances in these accounts; and

WHEREAS, the City desires to loan funds from the General Fund to the Police Facilities Development Impact Fee Fund, the Recreation Center Development Impact Fee Fund and the Animal Shelter Development Impact Fee Fund amounts sufficient to cover the negative cash balances; and

WHEREAS, the City anticipates receiving future Police Facilities Development Impact Fees, Recreation Center Development Impact Fees and Animal Shelter Development Impact Fees to repay these loans to the General Fund.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

BE IT RESOLVED that the Loan Agreement included as Attachment 1 is hereby approved, authorizing the Loan Agreement from the General Fund to the Police Facility Development Impact Fee Fund in the amount of $3,000,000, to the Recreation Center Development Impact Fee Fund in the amount of $145,000 and to the Animal Shelter Development Impact Fee Fund in the amount of $175,000 to resolve negative cash

balance issues in these funds.

APPROVED AND ADOPTED this 25th day of June, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-59 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00208721

LOAN AGREEMENT

The City or Moreno Valley is authorizing this LOAN AGREEMENT ("Agreement") as an interfund loan entered into as of the twenty fifth day of June, 2013, authorizing the transfer of funds by and between the CITY OF MORENO VALLEY GENERAL FUND (herein the "General Fund") and the CITY OF MORENO VALLEY POLICE FACILITY DEVELOPMENT IMPACT FEE FUND (herein the "Police Facility DIF"), the CITY OF MORENO VALLEY RECREATION CENTER DEVELOPMENT IMPACT FEE FUND (herein the "Recreation Center DIF") and the CITY OF MORENO VALLY ANIMAL SHELTER DEVELOPMENT IMPACT FEE FUND (herein the "Animal Shelter DIF").

RECITALS

A. Pursuant to the provision of the California Mitigation Fee Act (California Government Code Section 66000 et seq,), the City Council of the City of Moreno Valley has approved the levy of a Police Facility Development Impact Fee, a Recreation Center Development Impact Fee and an Animal Shelter Development Impact Fee to collect fee to mitigate the impact of new development on the City's Police, Recreation Center and Animal Shelter facilities.

B. The City has negative cash balances in the Police Facility DIF, Recreation Center DIF and the Animal Shelter DIF.

C. These cash balances are the result of the construction of facilities or the purchase of land for future expansion.

D. The Police Facility DIF, the Recreation Center DIF and Animal Shelter DIF continue to receive revenues related to new development projects within the City.

E. The City desires to loan the Police Facility DIF, the Recreation Center DIF and the Animal Shelter DIF funds in an amount sufficient to resolve the negative cash balances related to these funds.

AGREEMENT

1. The City agrees to transfer to the Police Facility DIF $3,000,000, to the Recreation Center DIF $145,000 and to the Animal Shelter DIF $175,000 as of June 30, 2013.

2. City staff is directed to make necessary appropriation adjustments to effectuate this loan.

3. City staff is directed to appropriately record this loan in the City's General Ledger system and subsequent financial reports, as necessary.

4. This loan is considered to be non-interest bearing.

5. The funds will be repaid by June 30, 2014.

6. If the funds are not repaid on or before June 30, 2014 in full the City Council will reconsider this matter.

IN WITNESS WHEROF, the parties have executed the Agreement as of the date first above written.

CITY OF MORENO VALLEY

By:

_____

Michelle Dawson
City Manager

ATTEST:

_____

Jane Halstead
City Clerk

APPROVED AS TO FORM:

_____

Suzanne Bryant
City Attorney

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 25, 2013

TITLE: ADOPT RESOLUTION NO. 2013-60 APPROVING THE FIRST EXTENSION TO THE LOAN AGREEMENT FROM THE LIBRARY DEVELOPMENT IMPACT FEE FUND TO THE FACILITY CONSTRUCTION FUND

RECOMMENDED ACTION

Recommendations:

1. Adopt Resolution 2013-60. A Resolution of the City Council of the City of Moreno Valley, California, approving the First Extension to the Loan Agreement between the City of Moreno Valley Library Development Impact Fee Fund and the City of Moreno Valley Facility Construction Fund in the amount of $4,000,000 plus interest for the FY 2012/13 period extending the repayment term to June 30, 2014.

2. Authorize the City Manager to execute the First Extension to Loan Agreement for the interfund loan from the Library Development Impact Fee Fund to the Facility Construction Fund.

BACKGROUND

The City Council has approved the levy of a fee to mitigate the impacts of new development on Library services pursuant to the California Mitigation Fee Act. These fees are collected and recorded in a separate fund pending use of the funds to be combined with other funds to build a new Library facility at the City's Civic Center site. This project is included in the City's Capital Improvement Plan and is targeted to be funded and built when the City has operating funds to support the added operating cost of the larger Library facility. The balance of funds in the Library Development Impact Fee (DIF) fund at the time of the loan was $4,197,023.

DISCUSSION

The City Council approved the Economic Development Action Plan on April 26, 2011. This plan identified the need for funding to complete the re-sequencing of capital projects to facilitate the acceleration of certain capital projects. These projects are intended to energize development to create jobs and increase the tax base of the City. One of these projects was the Cactus Avenue from Lasselle Street to Nason Street and Nason Street from Cactus Avenue to Iris Avenue (the "Project"). Staff recommended a loan of funds in the amount of $4,000,000 from the Library DIF Fund to facilitate the funding and accelerated timing of the Project. The loan was recommended for a term consistent with the operating budget, to be repaid by June 30, 2013. Staff is proposing the loan be repaid from a combination of Measure A Sales Tax, State Gas Tax funds, Arterial DIF and Traffic Signal DIF funds.

Pursuant to the terms of the loan agreement, if the funds are not repaid by June 30, 2013, staff would present to City Council for reconsideration at that time. The City Council retains the option to repay the loan with General Fund revenues or fund balance if it so chooses.

Staff is recommending extension of the repayment of this loan to June 30, 2014.

ALTERNATIVES

1. Adopt proposed resolution approving the First Extension to Loan Agreement between the City of Moreno Valley Library Development Impact Fee Fund and the City of Moreno Valley Facility Construction Fund in the amount of $4,000,000 plus interest for the FY 2012/13 period extending the repayment term to June 30, 2014.

2. Do not adopt proposed resolution approving the First Extension to Loan Agreement between the City of Moreno Valley Library Development Impact Fee Fund and the City of Moreno Valley Facility Construction Fund in the amount of $4,000,000 plus interest for the FY 2012/13 period extending the repayment term to June 30, 2014.

FISCAL IMPACT

The approval of the extension to the loan agreement has only an interest bearing impact on the Library Development Impact Fee Fund and the Facility Construction Fund which is estimated and included in the Fiscal Year 2013/14 budget. The approved Capital Improvement Program for FY 2013/14 includes partial repayment of this loan in the amount of $750,000 from Measure A to begin in Fiscal Year 2014/15. Should this repayment not materialize as planned, the City Council may repay the funds during the fiscal year from other funds listed in the agreement, including General Fund fund balance. If this loan is not paid as planned, staff will return with loan repayment or loan agreement options for the Council to consider in June 2014.

SUMMARY

The City Council has approved an Economic Development Action Plan that has established goals to accelerate certain capital projects to energize development to increase jobs and improve the City's tax base as quickly as possible. One of the key elements of this plan was to immediately fund and start construction on the street improvements on Cactus Avenue from Lasselle to Nason and Nason Street from Cactus to Iris. Staff is recommending approval of this first amendment to the interfund loan in the amount of $4,000,000 plus accrued interest to facilitate additional time to accumulate funding to repay this loan.

ATTACHMENTS

Attachment 1: Proposed Resolution Authorizing a First Extension to the Interfund Loan between the Library Development Impact Fee Fund and the Facility Construction Fund

Exhibit A: First Extension to Loan Agreement authorizing a repayment extension to June 30, 2014

Prepared By:
Dena J. Heald
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00208727

RESOLUTION NO. 2013-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE FIRST EXTENSION TO THE LOAN AGREEMENT BETWEEN THE LIBRARY DEVELOPMENT IMPACT FEE FUND AND THE FACILITY CONSTRUCTION FUND IN THE AMOUNT OF $4,000,000 PLUS INTEREST FOR THE PERIOD FY 2012/13

WHEREAS, the City Council levies a fee for the mitigation of the impacts of new development in the City's Library services pursuant to the California Mitigation Fee Act (California Government Code Section 66000 et. Seq.); and

WHEREAS, the City collects and records these fees in a separate fund called the Library Development Impact Fee Fund (Library DIF Fund); and

WHEREAS, the City has a collected balance of funds in the Library DIF Fund totaling $4,197,023 as of June 30, 2011; and

WHEREAS, the City does not intend to begin the Library project until sufficient funding is available for the entire project, which will not occur prior to June 30, 2013; and

WHEREAS, the City has a need to temporarily fund capital improvements included in the Economic Development Action Plan approved by the City Council on April 26, 2011, including the project that includes Cactus Avenue from Lasselle Street to Nason Street and Nason Street from Cactus Avenue to Iris Avenue (the "Project"); and

WHEREAS, the City desires to loan the Library DIF Funds to the City's Capital Construction Fund to temporarily fund the capital construction of the Project; and

WHEREAS, the City anticipates receiving future Measure A Sales Tax Allocations, State Gas Tax Allocations, Arterial Development Impact Fees, and Traffic Signal Impact Fees, which are intended to be used to repay the loan from the Library DIF Fund.

WHEREAS, the Amended Agreements, as extended, (First Extension Agreement) shall extend the repayment of the loan to June 30, 2014.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

BE IT RESOLVED that the First Extension to the Loan Agreement included as Exhibit A is hereby approved, authorizing the repayment of the loan balance of four million dollars ($4,000,000) plus interest for the period FY 2012/13 by June 30, 2014.

APPROVED AND ADOPTED this 25th day of June, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-60 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00208731

FIRST EXTENSION TO LOAN AGREEMENT

The City of Moreno Valley is authorizing this **First Extension to the LOAN AGREEMENT** ("Agreement") that is an Interfund Loan entered into as of the eighth day of November, 2011, by and between the **CITY OF MORENO VALLEY LIBRARY DEVELOPMENT IMPACT FEE FUND** (Fund 2908) (herein the "Library DIF Fund") and the **CITY OF MORENO VALLEY FACILITY CONSTRUCTION FUND** (Fund 3000) (herein the "Facility Construction Fund").

AGREEMENT

1. The Capital Project Fund agrees to pay the City Library DIF Fund, with interest, the Loan Amount from the City Capital Projects Fund revenue sources identified as coming from the following sources:
    a. Measure A Sales Tax Allocations
    b. State Gas Tax Allocations
    c. Arterial Development Impact Fees
    d. Traffic Signal Development Impact Fees

2. Repayment of the funds will be extended to be repaid by June 30, 2014.

3. If the funds are not repaid on or before June 30, 2014 in full, the City Council will reconsider this matter and direct staff regarding payment of the outstanding balance, including consideration of repaying the loan from the City's General Fund.

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

CITY OF MORENO VALLEY

By: _____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

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MV00208733

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 25, 2013

TITLE: ADOPT RESOLUTION NO. 2013-61 APPROVING THE FIRST EXTENSION TO THE LOAN AGREEMENT FROM THE CORPORATE YARD DEVELOPMENT IMPACT FEE FUND TO THE FACILITY CONSTRUCTION FUND

RECOMMENDED ACTION

Recommendations:

1. Adopt Resolution 2013-61. A Resolution of the City Council of the City of Moreno Valley, California Approving the First Extension to Loan Agreement from the City of Moreno Valley Corporate Yard Development Impact Fee Fund to the City of Moreno Valley Facility Construction Fund in the amount of $2,500,000 plus interest for the FY 2012/13 period extending the repayment term to June 30, 2014.

2. Authorize the City Manager to execute the First Extension to Loan Agreement for the interfund loan from the Corporate Yard Development Impact Fee Fund to the Facility Construction Fund.

BACKGROUND

The City Council has approved the levy of a fee to mitigate the impacts of new development on the Corporate Yard and related facilities pursuant to the California Mitigation Fee Act. These fees are collected and recorded in a separate fund pending use of the funds to be combined with other funds to build a new Corporate Yard facility at the City's current Corporate Yard site. This project is included in the City's Capital Improvement Plan and is targeted to be funded and built when the City has accumulated the additional capital funds for the construction of the larger Corporate

Yard facility. The balance of funds in the Corporate Yard Development Impact Fee (DIF) fund at the time of the loan was $2,571,396.

DISCUSSION

The City Council approved the Economic Development Action Plan on April 26, 2011. This plan identified the need for funding to complete the re-sequencing of capital projects to facilitate the acceleration of certain capital projects. These projects are intended to energize development to create jobs and increase the tax base of the City. One of these projects was the Cactus Avenue from Lasselle Street to Nason Street and Nason Street from Cactus Avenue to Iris Avenue (the "Project"). Staff recommended a loan of funds in the amount of $2,5000,000 from the Corporate Yard DIF Fund to facilitate the funding and accelerated timing of the Project. The loan was recommended for a term consistent with the operating budget, to be repaid by June 30, 2013. Staff is proposing the loan be repaid from a combination of Measure A Sales Tax, State Gas Tax funds, Arterial DIF and Traffic Signal DIF funds.

Pursuant to the terms of the loan agreement, if the funds are not repaid by June 30, 2013, staff would present to City Council for reconsideration at that time. The City Council retains the option to repay the loan with General Fund revenues or fund balance if it so chooses.

Staff is recommending extension of the repayment of this loan to June 30, 2014.

ALTERNATIVES

1. Adopt proposed resolution approving the First Extension to Loan Agreement from the City of Moreno Valley Corporate Yard Development Impact Fee Fund to the City of Moreno Valley Facility Construction Fund in the amount of $2,500,000 plus interest for the FY 2012-13 period extending the repayment term to June 30, 2014.

2. Do not adopt proposed resolution approving the First Extension to Loan Agreement from the City of Moreno Valley Corporate Yard Development Impact Fee Fund to the City of Moreno Valley Facility Construction Fund in the amount of $2,500,000 plus interest for the FY 2012-13 period extending the repayment term to June 30, 2014.

FISCAL IMPACT

The approval of the extension to the loan agreement has only an interest bearing impact on the Corporate Yard Development Impact Fee Fund and the Facility Construction Fund which is estimated and included in the Fiscal Year 2013/14 budget. The approved Capital Improvement Program for FY 2013/14 includes repayment of this loan in full from Gas Tax funds. Should this repayment not materialize as planned, the City Council may repay the funds during the fiscal year from other funds listed in the agreement, including General Fund fund balance. If this loan is not paid as planned, staff will return

with loan repayment or loan agreement options for the Council to consider in June 2014.

SUMMARY

The City Council has approved an Economic Development Action Plan that has established goals to accelerate certain capital projects to energize development to increase jobs and improve the City's tax base as quickly as possible. One of the key elements of this plan was to immediately fund and start construction on the street improvements on Cactus Avenue from Lasselle to Nason and Nason Street from Cactus to Iris. Staff is recommending approval of this first amendment to the interfund loan in the amount of $2,500,000 plus interest to facilitate additional time to accumulate funding to repay this loan.

ATTACHMENTS

Attachment 1: Proposed Resolution Authorizing a First Extension to the Interfund Loan between the Corporate Yard Development Impact Fee Fund and the Facility Construction Fund.

Exhibit A: First Extension to Loan Agreement authorizing a repayment extension to June 30, 2014.

Prepared By:
Dena J. Heald
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00208737

RESOLUTION NO. 2013-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPOVING THE FIRST EXTENSION TO THE LOAN AGREEMENT FROM THE CORPORATE YARD DEVELOPMENT IMPACT FEE FUND TO THE FACILITY CONSTRUCTION FUND IN THE AMOUNT OF $2,500,000 PLUS INTEREST FOR THE FY 2012/13 PERIOD

WHEREAS, the City Council levies a fee for the mitigation of the impacts of new development on the City's Corporate Yard and related facilities pursuant to the California Mitigation Fee Act (California Government Code Section 66000 et. Seq.); and

WHEREAS, the City collects and records these fees in a separate fund called the Corporate Yard Development Impact Fee Fund (Corporate Yard DIF Fund); and

WHEREAS, the City has a collected balance of funds in the Corporate Yard DIF Fund totaling $2,571,396 as of June 30, 2011; and

WHEREAS, the City does not intend to begin the Corporate Yard project until sufficient funding is available for the entire project, which will not occur prior to June 30, 2013; and

WHEREAS, the City has a need to temporarily fund capital improvements included in the Economic Development Action Plan approved by the City Council on April 26, 2011, including the project that includes Cactus Avenue from Lasselle Street to Nason Street and Nason Street from Cactus Avenue to Iris Avenue (the "Project"); and

WHEREAS, the City desires to loan the Corporate Yard DIF Funds to the City's Capital Construction Fund to temporarily fund the capital construction of the Project; and

WHEREAS, the City anticipates receiving future Measure A Sales Tax Allocations, State Gas Tax Allocations, Arterial Development Impact Fees, and Traffic Signal Impact Fees, which are intended to be used to repay the loan from the Corporate Yard DIF Fund.

WHEREAS, the Amended Agreement, as extended, (First Extension Agreement) shall extend the repayment of the loan to June 30, 2014.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

BE IT RESOLVED that the First Extension to the Loan Agreement included as Exhibit A is hereby approved, authorizing the repayment of the loan balance of two million five hundred thousand dollars ($2,500,000) plus interest for the FY 2012/13 period by June 30, 2014.

APPROVED AND ADOPTED this 25TH day of June, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-61 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of June 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00208741

FIRST EXTENSION TO LOAN AGREEMENT

The City of Moreno Valley is authorizing this **First Extension to the existing LOAN AGREEMENT** ("Agreement") that was an Interfund Loan entered into as of the eighth day of November, 2011, authorizing the transfer of funds by and between the **CITY OF MORENO VALLEY CORPORATE YARD DEVELOPMENT IMPACT FEE FUND** (Fund 2910) (herein the "Corporate Yard DIF Fund") and the **CITY OF MORENO VALLEY FACILITY CONSTRUCTION FUND** (Fund 3000) (herein the "Facility Construction Fund").

AGREEMENT

1. The Capital Project Fund agrees to pay the Corporate Yard DIF Fund, with interest, the Loan Amount from the City Capital Projects Fund revenue sources identified as coming from the following sources:
    a. Measure A Sales Tax Allocations
    b. State Gas Tax Allocations
    c. Arterial Development Impact Fees
    d. Traffic Signal Development Impact Fees

2. Repayment of the funds will be extended to be repaid by June 30, 2014.

3. If the funds are not repaid on or before June 30, 2014 in full, the City Council will reconsider this matter and direct staff regarding payment of the outstanding balance, including consideration of repaying the loan from the City's General Fund.

4. It is the intent of the City Council that the actions authorized by this agreement not delay in any manner the construction of the complete Corporate Yard project to be funded from the Corporate Yard DIF funds.

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

CITY OF MORENO VALLEY

By:

_____

City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Thomas M. DeSantis, Assistant City Manager

AGENDA DATE: June 25, 2013

TITLE: AMENDMENTS TO PERSONNEL POLICY 5.14 – MANAGEMENT CONTRACTS

RECOMMENDED ACTION

Recommendation:

1. Approve Personnel Policy 5.14 which updates terms for employment of at-will management employees.

BACKGROUND

Personnel Policy 5.14 prescribes terms for employment of at-will management employees. The recommended updates to the Policy expand its applicability to Division Managers and standardize severance terms.

DISCUSSION

When adopted in 2000, Personnel Policy 5.14 defined the at-will employment status of executive managers and City Attorney classifications.

The updated Policy, as recommended for the Council's approval, features several key provisions:

1. Severance provisions have been streamlined to:

a. Delete numerous restrictions applicable to separations "without cause" within prescribed timeframes following appointment of a new or interim City Manager (or City Attorney for City Attorney classifications).

b. Replace the aforementioned provisions, which could create extended/consecutive administrative leave periods for at-will employees released following a change in the appointing authority, with standardized severance terms.

c. Provide severance payments only upon receipt of a Comprehensive General Release signed by any employee separated "without cause."

d. Authorize the City Manager to address unique recruitment/retention issues within the parameters of Council-approved compensation levels.

2. Recognizing the evolution of the leadership role of Division Managers in achieving organizational goals, future appointments of Division Managers are to be made in an at-will capacity. Division Managers appointed prior to City Council approval of this Policy (designating such positions at-will), retain civil service status unless/until such status is voluntarily waived by said employees or upon entry into a new position which carries at-will status.

The language reflected in this Policy and carried forward into the sample Employment Agreements incorporated therein, are consistent with the underlying provisions of the City Attorney employment agreement recently approved by the City Council.

ALTERNATIVES

1. Approve the recommended updates to Personnel Policy 5.14 to update and streamline terms for employment of at-will management employees. *Staff recommends this alternative.*

2. Forego updates to Personnel Policy 5.14 and the recommended steps to streamline terms for employment of at-will management employees. *Staff does not recommend this alternative.*

FISCAL IMPACT

N/a

NOTIFICATION

Recognizing applicability of the proposed Policy updates to Division Manager employees, staff Met and Conferred with the Moreno Valley Management Association on March 18, 2013.

ATTACHMENTS

Personnel Policy 5.14

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00208747

MANAGEMENT CONTRACTS

PURPOSE: The purpose of this policy is to define the at-will employment relationship of the City Manager, City Attorney, City Clerk, executive managers, division managers, Assistant City Attorney and Deputy City Attorney I/II/III; to establish guidelines for executive and division management contracts.

DEFINITIONS:

At-Will Employment. At-will employees serve at the pleasure of the employer. Those who serve at-will may be terminated from service at any time, without notice, cause or rights of appeal, as outlined in the Employment Agreement.

Executive Managers. As the term is used in this policy, "executive management" refers to certain appointed officials who are appointed by the City Manager. Excluded from this definition are the City Manager, City Attorney, and City Clerk, as these officials are appointed by the City Council.

Division Managers. As the term is used in this policy, "division management" refers to individuals appointed to positions so designated by Classification Specification and described in the City's Personnel Rules and Regulations. Also included in this definition are the Assistant City Attorney and those employed as Deputy City Attorney I/II/III. Division Managers appointed prior to City Council approval of this Policy (designating such positions at-will), retain civil service status unless/until such status is voluntarily waived by said employees or upon entry into a new position which carries at-will status.

POLICY:

I. At-Will Employment

It shall be the policy of the City that individuals serving in the following positions shall be employed as at-will employees, serving at the will of their respective employer:

City Manager
City Attorney
City Clerk
Assistant City Manager
Deputy City Manager
Department Heads (also referred to as executive managers)
Division Managers
Assistant City Attorney
Deputy City Attorney I, II and III

II. Employment Contracts

It shall be the policy of the City that all executive and division managers, as well as those serving in attorney classifications shall be employed under contract. Such contract shall stipulate the employment relationship and significant conditions of employment between the two parties. Contracts with the City Manager, City Attorney, and City Clerk will be negotiated with City Council. Contracts with the Assistant City Attorney and Deputy City Attorney I, II and III will be negotiated with the City Attorney. Contracts with Executive and Division Managers shall be negotiated with the City Manager.

III. Executive and Division Management Contracts

A. Effective with the adoption of this policy, all Executive and Division managers (to include Assistant and Deputy City Attorneys) shall be employed with a Management Contract. Standard contracts are attached hereto and incorporated into this policy by reference.

B. The City Manager shall have the authority to approve the standard Executive and Division Management Contract. The City Attorney shall have the authority to approve the standard Division Management Contract for Assistant/Deputy City Attorneys.

C. Consistent with the Personnel Rules and Regulations, within the general parameters of the standard Contract and consistent with City Policies, the City Manager shall have the authority to approve certain added incentives to aid in the recruitment/retention of At Will employees. Such inducements would generally include placement/movement among higher steps within the Council approved Salary Range, authorization of moving expenses (in rare circumstances), additional vacation or sick leave, vehicle use, cafeteria benefit tier placement to recognize prior service with the City or comparable public agencies, and educational expenses.

D. The City Council approval shall be required for contracts wherein the conditions of employment differ substantially from the standard Executive Management Contract attached hereto.

EMPLOYMENT AGREEMENT (Executive Employees) (SAMPLE)

This Employment Agreement (hereafter referred to herein as "Agreement") is made and entered into this ____ day of ____, 20__, by and between the City of Moreno Valley, California (hereafter referred to herein as "CITY"), a California municipal corporation and general law city, and _____ (hereafter referred to herein as "EMPLOYEE"), an individual, on the following terms and conditions:

RECITALS

A. CITY, by and through the City Manager, desires to employ the services of Employee as _____ of CITY; and

B. _____ desires to accept employment as _____ in consideration of and subject to the terms and conditions set forth in this Agreement.

OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the parties agree as follows:

1. Position and Duties.

1.1 Position. EMPLOYEE accepts employment with CITY as its _____ and shall perform all functions, duties and services set forth in Section 1.4 [Duties] of this Agreement. EMPLOYEE shall provide services at the direction and under the supervision of the City Manager of CITY.

1.2 Duties. The duties of EMPLOYEE shall be as determined by the City Manager, generally in conformance with the job description attached hereto and incorporated herein as though set forth in full as Attachment A to this Agreement. EMPLOYEE shall devote his/her best efforts and full-time attention to the performance of these duties.

1.3 Hours of Work. EMPLOYEE shall devote the time necessary to adequately perform his/her assigned duties. The work schedule shall be the same as the schedule in place for all other Executive Managers of CITY, provided the schedule of such hours provides adequate availability during normal business hours and for the performance of his/her duties in conducting CITY business. The position of _____ shall be deemed an exempt position under applicable wage and hour law. EMPLOYEE hereby acknowledges that he/she shall not be entitled to any compensation for overtime.

1.4 Professional Activity. The City Manager desires EMPLOYEE to be reasonably active in national, statewide, regional and professional organizations that will contribute to his/her professional development and standing and that will contribute to the advancement of the CITY's interests and standing. Toward that end, EMPLOYEE may, upon advance notice to the City Manager, undertake such activities as are directly related to his/her professional development and that advance the interests and standing of the CITY, provided that such activities do not in any way interfere with or adversely affect his/her employment as _____ or the performance of his/her duties as provided herein. CITY agrees to reimburse EMPLOYEE'S reasonable and necessary travel, business and subsistence expenses for his/her activities as provided for in the City's Administrative Policies.

1.5 Other Activity. In accordance with Government Code Section 1126, during the period of his/her employment, EMPLOYEE shall not accept, without the express prior written consent of the City Manager, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity (except as permitted under Section 1.6 [Professional Activity], regardless of whether for pecuniary advantage, that is or may be competitive with the CITY, that might cause a conflict-of-interest with the CITY, or that otherwise might interfere with the business or operation of the CITY or the satisfactory performance of EMPLOYEE'S duties.

2. Term.

2.1 Term. The term of this Agreement shall commence on _____ (Commencement Date), upon being executed by EMPLOYEE and approved by the City Manager. This Agreement shall remain in effect until such time as this Agreement is terminated pursuant to Section 4, below.

2.2 At-Will Employment. EMPLOYEE acknowledges that he/she is an at-will employee of CITY who shall serve at the pleasure of the City Manager at all times during the period of his/her service under this Agreement. The terms and provisions of CITY's personnel rules, policies, procedures, ordinances and resolutions applicable to at-will employees shall also apply to EMPLOYEE, and he/she shall be entitled to all benefits and rights afforded to other Executive Management (as defined in the City's Personnel Rules) of CITY, except to the extent provided by this Agreement, and, in the case of any conflict between this Agreement, and the Personnel Rules, policies, procedures, ordinances and resolution, the terms of this Agreement shall prevail. Notwithstanding the application of the City's Personnel Rules to this Agreement, and without limitation, EMPLOYEE shall have no rights under sections 9, 10, 11 and 12 of the Personnel Rules. Nothing in this Agreement is intended to, or does, confer upon EMPLOYEE any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Manager to terminate his/her employment, except as is expressly provided in Section 4 [Termination] of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of

EMPLOYEE as provided in Section 4 [Termination]. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from this position with CITY, subject only to the provisions set forth in Section 4 [Termination] of this Agreement. This at-will employment Agreement shall be expressly subject to the rights and obligations of CITY and EMPLOYEE, as set forth in Section 4 [Termination] herein.

3. Compensation.

3.1 Salary. For all services performed by EMPLOYEE as the _____ under this Agreement, CITY shall pay EMPLOYEE compensation in accordance with the adopted salary schedule for the position, plus all other compensation benefits afforded by CITY to other full time Executive Management employees. EMPLOYEE shall be entitled to all cost of living and other salary and benefit adjustments implemented by the CITY as applicable to other full time Executive Management employees, to include City's employee furlough program and eligibility for Merit Increases (Section 3.3). The starting salary shall be _____ dollars ($_____) per month, paid bi-weekly according to the payroll schedule in place for CITY employees. All compensation and leave policies applicable to Executive Management employees as contained in CITY'S Personnel Rules and Regulations shall apply.

3.2 Annual Leave. All compensation and leave policies applicable to Executive Management as contained in the City's Personnel Rules and Regulations, Sections 7 and 14, shall apply. EMPLOYEE shall annually accrue _____ hours of Annual Leave, allocated at a rate of _____ hours per pay period. Annual Leave shall be subject to CITY's Personnel Rules and Regulations as they apply to other Executive Management employees.

3.3 Automobile Allowance. EMPLOYEE shall be entitled to an automobile allowance as compensation for the use of personal automobile(s) for CITY business as provided for in CITY policies. This monthly allowance shall equal the amount provided to other Executive Management employees, and is currently five hundred dollars ($500) per month. In addition, EMPLOYEE shall be entitled to excess mileage reimbursement according to adopted CITY policies for any qualifying trip in the course and scope of employment.

4. Termination.

4.1 The City Manager may terminate EMPLOYEE'S employment, and this Agreement "for cause" at any time upon written notice. "For cause" is defined as any of the following:
(i) an act in bad faith and to the detriment of the City; (ii) refusal or failure to act in accordance with any specific lawful direction or order of the City Manager; (iii) unfitness or unavailability for service that exceeds thirty (30) consecutive calendar days and is not the result of any excused illness or medical condition; (iv) commission of an act involving moral turpitude or other acts which harm the reputation of or interests of the City; (v) habitual

neglect of responsibilities, or incompetence; (vi) a conviction of a felony or other crime punishable by jail or imprisonment in the jurisdiction involved (or entry of a plea of guilty or *nolo contendere* with respect to any such crime); (vii) possession of, use of, or working while under the influence of alcoholic beverages or other non-prescribed controlled substances or abuse/misuse of lawfully prescribed controlled substances during working hours; (viii) engaging in an actual conflict of interest; (ix) commission of acts of theft, embezzlement, or fraud; (x) acceptance of bribes or extortion; (xi) material breach of this Agreement by EMPLOYEE. If this Agreement is terminated by the City Manager "for cause," EMPLOYEE'S employment shall be deemed immediately terminated and EMPLOYEE shall surrender all CITY keys, computer passwords, and other CITY property entrusted to EMPLOYEE for the purposes of the discharge of his/her duties. Upon termination for cause, EMPLOYEE shall have no recourse under this AGREEMENT or any administrative procedure for purposes of challenging the termination action.

4.2 In the event EMPLOYEE is terminated "without cause" or asked to resign during such time that EMPLOYEE is willing and able to perform the Duties [Section 2.4] under this Agreement, then CITY agrees, upon receipt of a Comprehensive General Release and Settlement Agreement in the standard form signed by EMPLOYEE, to pay EMPLOYEE a lump sum cash payment equal to 12 months of Salary and benefits [Section 3.1] as severance pay.

4.3 EMPLOYEE shall receive a lump sum payout of any unpaid accruals of Annual Leave [Section 3.2] and Sick Leave upon termination of employment for any reason pursuant to CITY policies.

4.4 EMPLOYEE shall not be entitled to any increases in Salary [Section 3.1], or benefits afforded by CITY to other Executive Management employees following the date of termination.

4.5 This Agreement may be terminated by EMPLOYEE at any time upon 45 days written notice to the City Manager. If such written notice is given, the City has the option to ask EMPLOYEE to leave his/her position sooner than the expiration of 45 days, but, if it does so, the City will continue to honor its obligations under this Agreement until expiration of the 45-day period.

4.6 EMPLOYEE'S employment and this Agreement shall terminate automatically upon EMPLOYEE'S death. In this event, the City shall pay the beneficiary designated by EMPLOYEE in writing, or in the absence of such designation, EMPLOYEE'S estate, his/her accrued and unpaid compensation, and all accrued but unused benefits, if any, through the date of EMPLOYEE'S death.

4.7 If EMPLOYEE becomes disabled and requires accommodation to permit him/her to perform the essential functions of the position, the City shall provide reasonable accommodation if possible and unless doing so creates undue hardship for the City.

5. Proprietary Information.

"Proprietary Information" is all information and any idea pertaining to any economic development engaged in or contemplated by the City (or any CITY affiliate), including marketing plans and development projects. Proprietary Information shall include, without limitation, trade secrets (as further defined in Uniform Trade Secrets Act, Civil Code §3426 et seq.), ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, and forecasts. During his/her employment by CITY, EMPLOYEE shall only use Proprietary Information for the benefit of CITY and as is or may be necessary to perform his/her job responsibilities under this Agreement. Following termination, EMPLOYEE shall not use or disclose any Proprietary Information for the benefit of himself/herself or any third party, except with the express written consent of CITY. EMPLOYEE'S obligations under this Section shall survive the termination of his/her employment and the termination of this Agreement.

6. Conflict Of Interest.

EMPLOYEE represents and warrants to CITY that he/she presently has no interest, and represents that he/she will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of his/her services under this Agreement.

7. General Provisions.

7.1 Vehicle Operation. EMPLOYEE shall operate any vehicle used in connection with the performance of his/her duties in a safe manner and otherwise in observance of all established traffic safety laws and ordinances and shall maintain a valid California automobile's driver's license during the period of employment. In addition, EMPLOYEE shall maintain in full force and effect during the Term of this Agreement, valid automobile liability insurance providing coverage for collision, personal injury and medical reimbursement, in accordance with the City's Administrative Policy.

7.2 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and at the last known address maintained in EMPLOYEE'S personnel file. EMPLOYEE agrees to notify CITY in writing of any change in his/her address during his/her employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

City's Notice Address: City of Moreno Valley c/o City Manager
P.O. Box 88005 14177 Frederick Street Moreno Valley, California 92552-0805

EMPLOYEE'S Address: [Deliver to last updated address in personnel file]

7.3 Indemnification. Subject to, in accordance with, and to the extent provided by the California Tort Claims Act [Government Code Section 810 *et* seq.] the CITY will indemnify, defend, and hold EMPLOYEE harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission associated with EMPLOYEE'S performance of functions, duties and services set forth in this Agreement.

7.4 Bonding. The CITY shall bear the full cost of any fidelity or other bonds required of EMPLOYEE under any law or ordinance.

7.5 Integration. This Agreement is intended to be the final, complete, and exclusive statement of the terms of EMPLOYEE'S employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of EMPLOYEE, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to EMPLOYEE and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

7.6 Amendments. This Agreement may not be amended, altered or modified, except in a written document signed by EMPLOYEE, and signed by the City Manager.

7.7 Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

7.8 Assignment. EMPLOYEE shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to EMPLOYEE, assign its rights and obligations hereunder.

7.9 Severability. If a court holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

7.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue proper only in Riverside County, State of California.

7.11 Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit or against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.

7.12 Acknowledgment. EMPLOYEE acknowledges that he/she has had the

opportunity to consult legal counsel in regard to this Agreement, that he/she has read and understands this Agreement, that he/she is fully aware of its legal effect, and that he/she has entered into it freely and voluntarily and based on his/her own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, the CITY has caused this Agreement to be signed and executed on its behalf by its City Manager, and EMPLOYEE has signed and executed this Agreement, as of the date first indicated above.

Date: _____ _____
Employee

CITY OF MORENO VALLEY

Date: _____ By: _____
City Manager

EMPLOYMENT AGREEMENT
(Division Management and Assistant/Deputy City Attorney Employees)
(SAMPLE)

Note: When used for the positions of Assistant/Deputy City Attorney, the standard Agreement will reflect at-will service under supervision of the City Attorney.

This Employment Agreement (hereafter referred to herein as "Agreement") is made and entered into this ____ day of ____, 20__, by and between the City of Moreno Valley, California (hereafter referred to herein as "CITY"), a California municipal corporation and general law city, and _____ (hereafter referred to herein as "EMPLOYEE"), an individual, on the following terms and conditions:

RECITALS

A. CITY, by and through the City Manager, desires to employ the services of Employee as _____ of CITY; and

B. _____ desires to accept employment as _____ in consideration of and subject to the terms and conditions set forth in this Agreement.

OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the parties agree as follows:

1. Position and Duties.

1.1 Position. EMPLOYEE accepts employment with CITY as its _____ and shall perform all functions, duties and services set forth in Section 1.4 [Duties] of this Agreement. EMPLOYEE shall provide services at the direction and under the supervision of the City Manager of CITY.

1.2 Duties. The duties of EMPLOYEE shall be as determined by the City Manager, generally in conformance with the job description attached hereto and incorporated herein as though set forth in full as Attachment A to this Agreement. EMPLOYEE shall devote his/her best efforts and full-time attention to the performance of these duties.

1.3 Hours of Work. EMPLOYEE shall devote the time necessary to adequately perform his/her assigned duties. The work schedule shall be the same as the schedule in place for all other Division Managers of CITY, provided the schedule of such hours provides adequate availability during normal business hours and for the performance of his/her duties in conducting CITY business. The position of _____ shall be deemed an

exempt position under applicable wage and hour law. EMPLOYEE hereby acknowledges that he/she shall not be entitled to any compensation for overtime.

1.4 Professional Activity. The City Manager desires EMPLOYEE to be reasonably active in national, statewide, regional and professional organizations that will contribute to his/her professional development and standing and that will contribute to the advancement of the CITY's interests and standing. Toward that end, EMPLOYEE may, upon advance notice to the City Manager, undertake such activities as are directly related to his/her professional development and that advance the interests and standing of the CITY, provided that such activities do not in any way interfere with or adversely affect his/her employment as _____ or the performance of his/her duties as provided herein. CITY agrees to reimburse EMPLOYEE'S reasonable and necessary travel, business and subsistence expenses for his/her activities as provided for in the City's Administrative Policies.

1.5 Other Activity. In accordance with Government Code Section 1126, during the period of his/her employment, EMPLOYEE shall not accept, without the express prior written consent of the City Manager, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity (except as permitted under Section 1.6 [Professional Activity], regardless of whether for pecuniary advantage, that is or may be competitive with the CITY, that might cause a conflict-of-interest with the CITY, or that otherwise might interfere with the business or operation of the CITY or the satisfactory performance of EMPLOYEE'S duties.

2. Term.

2.1 Term. The term of this Agreement shall commence on _____ (Commencement Date), upon being executed by EMPLOYEE and approved by the City Manager. This Agreement shall remain in effect until such time as this Agreement is terminated pursuant to Section 4, below.

2.2 At-Will Employment. EMPLOYEE acknowledges that he/she is an at-will employee of CITY who shall serve at the pleasure of the City Manager at all times during the period of his/her service under this Agreement. The terms and provisions of CITY's personnel rules, policies, procedures, ordinances and resolutions applicable to at-will employees shall also apply to EMPLOYEE, and he/she shall be entitled to all benefits and rights afforded to other Division Management (as defined in the City's Personnel Rules) of CITY, except to the extent provided by this Agreement, and, in the case of any conflict between this Agreement, and the Personnel Rules, policies, procedures, ordinances and resolution, the terms of this Agreement shall prevail. Notwithstanding the application of the City's Personnel Rules to this Agreement, and without limitation, EMPLOYEE shall have no rights under sections 9, 10, 11 and 12 of the Personnel Rules. Nothing in this Agreement is intended to, or does, confer upon EMPLOYEE any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by

the City Manager to terminate his/her employment, except as is expressly provided in Section 4 [Termination] of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of EMPLOYEE as provided in Section 4 [Termination]. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from this position with CITY, subject only to the provisions set forth in Section 4 [Termination] of this Agreement. This at-will employment Agreement shall be expressly subject to the rights and obligations of CITY and EMPLOYEE, as set forth in Section 4 [Termination] herein.

3. Compensation.

3.1 Salary. For all services performed by EMPLOYEE as the _____ under this Agreement, CITY shall pay EMPLOYEE compensation in accordance with the adopted salary schedule for the position, plus all other compensation benefits afforded by CITY to other full time Division Management employees. EMPLOYEE shall be entitled to all cost of living and other salary and benefit adjustments implemented by the CITY as applicable to other full time Division Management employees, to include City's employee furlough program and eligibility for Merit Increases (Section 3.3). The starting salary shall be _____ dollars ($_____) per month, paid bi-weekly according to the payroll schedule in place for CITY employees. All compensation and leave policies applicable to Division Management employees as contained in CITY'S Personnel Rules and Regulations shall apply.

3.2 Annual Leave. All compensation and leave policies applicable to Division Management as contained in the City's Personnel Rules and Regulations, Sections 7 and 14, shall apply. EMPLOYEE shall annually accrue _____ hours of Annual Leave, allocated at a rate of _____ hours per pay period. Annual Leave shall be subject to CITY's Personnel Rules and Regulations as they apply to other Division Management employees.

3.3 Automobile Allowance. EMPLOYEE shall be entitled to an automobile allowance as compensation for the use of personal automobile(s) for CITY business as provided for in CITY policies. This monthly allowance shall equal the amount provided to other Division Management employees, and is currently three-hundred-fifty dollars ($350) per month. In addition, EMPLOYEE shall be entitled to excess mileage reimbursement according to adopted CITY policies for any qualifying trip in the course and scope of employment.

4. Termination.

4.1 The City Manager may terminate EMPLOYEE'S employment, and this Agreement "for cause" at any time upon written notice. "For cause" is defined as any of the following:
(i) an act in bad faith and to the detriment of the City; (ii) refusal or failure to act in accordance with any specific lawful direction or order of the City Attorney that is not in conflict with the Rules of Professional Conduct and/or the Legal Canon of Ethics for

attorneys in the State of California (as applicable); (iii) unfitness or unavailability for service that exceeds thirty (30) consecutive calendar days and is not the result of any excused illness or medical condition; (iv) commission of an act involving moral turpitude or other acts which harm the reputation of or interests of the City; (v) habitual neglect of responsibilities, or incompetence; (vi) a conviction of a felony or other crime punishable by jail or imprisonment in the jurisdiction involved (or entry of a plea of guilty or *nolo contendere* with respect to any such crime); (vii) possession of, use of, or working while under the influence of alcoholic beverages or other non-prescribed controlled substances or abuse/misuse of lawfully prescribed controlled substances during working hours; (viii) engaging in an actual conflict of interest; (ix) commission of acts of theft, embezzlement, or fraud; (x) acceptance of bribes or extortion; (xi) imposition of professional discipline by the State Bar of California resulting in suspension or disbarment; or (xii) material breach of this Agreement by EMPLOYEE. If this Agreement is terminated by the City Manager "for cause," EMPLOYEE'S employment shall be deemed immediately terminated and EMPLOYEE shall surrender all CITY keys, computer passwords, and other CITY property entrusted to EMPLOYEE for the purposes of the discharge of his/her duties. Upon termination for cause, EMPLOYEE shall have no recourse under this AGREEMENT or any administrative procedure for purposes of challenging the termination action.

4.2 In the event EMPLOYEE is terminated "without cause" or asked to resign during such time that EMPLOYEE is willing and able to perform the Duties [Section 2.4] under this Agreement, then CITY agrees, upon receipt of a Comprehensive General Release and Settlement Agreement in the standard form signed by EMPLOYEE, to pay EMPLOYEE a lump sum cash payment equal to 6 months of Salary and benefits [Section 3.1] as severance pay.

4.3 EMPLOYEE shall receive a lump sum payout of any unpaid accruals of Annual Leave [Section 3.2] and Sick Leave upon termination of employment for any reason pursuant to CITY policies.

4.4 EMPLOYEE shall not be entitled to any increases in Salary [Section 3.1], or benefits afforded by CITY to other Division Management employees following the date of termination.

4.5 This Agreement may be terminated by EMPLOYEE at any time upon 45 days written notice to the City Manager. If such written notice is given, the City has the option to ask EMPLOYEE to leave his/her position sooner than the expiration of 45 days, but, if it does so, the City will continue to honor its obligations under this Agreement until expiration of the 45-day period.

4.6 EMPLOYEE'S employment and this Agreement shall terminate automatically upon EMPLOYEE'S death. In this event, the City shall pay the beneficiary designated by EMPLOYEE in writing, or in the absence of such designation, EMPLOYEE'S estate, his/her accrued and unpaid compensation, and all accrued but unused benefits, if any, through the

date of EMPLOYEE'S death.

4.7 If EMPLOYEE becomes disabled and requires accommodation to permit his/her to perform the essential functions of the position, the City shall provide reasonable accommodation if possible and unless doing so creates undue hardship for the City.

5. Proprietary Information.

"Proprietary Information" is all information and any idea pertaining to any economic development engaged in or contemplated by the City (or any CITY affiliate), including marketing plans and development projects. Proprietary Information shall include, without limitation, trade secrets (as further defined in Uniform Trade Secrets Act, Civil Code §3426 et seq.), ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, and forecasts. During his/her employment by CITY, EMPLOYEE shall only use Proprietary Information for the benefit of CITY and as is or may be necessary to perform his/her job responsibilities under this Agreement. Following termination, EMPLOYEE shall not use or disclose any Proprietary Information for the benefit of himself/herself or any third party, except with the express written consent of CITY. EMPLOYEE'S obligations under this Section shall survive the termination of his/her employment and the termination of this Agreement.

6. Conflict Of Interest.

EMPLOYEE represents and warrants to CITY that he/she presently has no interest, and represents that he/she will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of his/her services under this Agreement.

7. General Provisions.

7.1 Vehicle Operation. EMPLOYEE shall operate any vehicle used in connection with the performance of his/her duties in a safe manner and otherwise in observance of all established traffic safety laws and ordinances and shall maintain a valid California automobile's driver's license during the period of employment. In addition, EMPLOYEE shall maintain in full force and effect during the Term of this Agreement, valid automobile liability insurance providing coverage for collision, personal injury and medical reimbursement, in accordance with the City's Administrative Policy.

7.2 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and at the last known address maintained in EMPLOYEE'S personnel file. EMPLOYEE agrees to notify CITY in writing of any change in his/her address during his/her employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

City's Notice Address: City of Moreno Valley c/o City Manager
P.O. Box 88005 14177 Frederick Street Moreno Valley, California 92552-0805

EMPLOYEE'S Address: [Deliver to last updated address in personnel file]

7.3 Indemnification. Subject to, in accordance with, and to the extent provided by the California Tort Claims Act [Government Code Section 810 *et* seq.] the CITY will indemnify, defend, and hold EMPLOYEE harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission associated with EMPLOYEE'S performance of functions, duties and services set forth in this Agreement.

7.4 Bonding. The CITY shall bear the full cost of any fidelity or other bonds required of EMPLOYEE under any law or ordinance.

7.5 Integration. This Agreement is intended to be the final, complete, and exclusive statement of the terms of EMPLOYEE'S employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of EMPLOYEE, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to EMPLOYEE and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

7.6 Amendments. This Agreement may not be amended, altered or modified, except in a written document signed by EMPLOYEE, and signed by the City Manager.

7.7 Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

7.8 Assignment. EMPLOYEE shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to EMPLOYEE, assign its rights and obligations hereunder.

7.9 Severability. If a court holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

7.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue proper only in Riverside County, State of California.

7.11 Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit or

against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.

7.12 Acknowledgment. EMPLOYEE acknowledges that he/she has had the opportunity to consult legal counsel in regard to this Agreement, that he/she has read and understands this Agreement, that he/she is fully aware of its legal effect, and that he/she has entered into it freely and voluntarily and based on his/her own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, the CITY has caused this Agreement to be signed and executed on its behalf by its City Manager, and EMPLOYEE has signed and executed this Agreement, as of the date first indicated above.

Date: _____ _____
Employee

CITY OF MORENO VALLEY

Date: _____ By: _____
City Manager

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Suzanne M. Bryant, City Attorney

AGENDA DATE: June 25, 2013

TITLE: APPROVAL OF EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND MICHELLE DAWSON FOR THE POSITION OF CITY MANAGER

RECOMMENDED ACTION

Recommendation:

1. Approve the Employment Agreement between the City of Moreno Valley and Michelle Dawson for the position of City Manager.

DISCUSSION

On May 14, 2013, the City Council appointed Michelle Dawson to serve as City Manager. An Employment Agreement is presented to the City Council consistent with Personnel Policy 514.

Major elements of the proposed Employment Agreement are listed below.

Term: 5-years

Annual Salary: $230,000 (Reduced to $207,000 via 10% furlough or $218,500 under 5% furlough; previous City Manager's contract was not affected by the City's furlough program.)

Benefits: Benefit formulas identical to those provided to all other executive management employees, parity with salary and benefit adjustments implemented for other executive managers (e.g. COLAs, furlough, etc.)

Termination Provisions:

- For Cause: Requires 3 votes of Council to terminate with cause. No severance benefits associated with termination for cause.

- Without Cause: Requires 4 votes of Council to terminate without cause. Severance payment to equal 12 months' salary/benefits, paid only upon receipt of a signed general release/settlement.

ALTERNATIVES

1. Approve the Employment Agreement

2. Do not approve the Employment Agreement.

FISCAL IMPACT

The proposed salary and benefits are within the range established for the position and sufficient funds have been budgeted.

ATTACHMENTS

Attachment 1 – Employment Agreement between the City of Moreno Valley and Michelle Dawson for the position of City Manager

Prepared By: Suzanne M. Bryant
City Attorney

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

EMPLOYMENT AGREEMENT FOR THE POSITION OF CITY MANAGER

This Employment Agreement (hereafter referred to herein as "Agreement") is made and entered into this 25th day of June, 2013, by and between the City of Moreno Valley, California (hereafter referred to herein as "CITY"), a California municipal corporation and general law city, and Michelle Dawson (hereafter referred to herein as "DAWSON"), an individual, on the following terms and conditions:

RECITALS

A. CITY, by and through the City Council, desires to employ the services of DAWSON as City Manager of CITY, as provided by Chapter 2.08 of Title 2 of the City of Moreno Valley Municipal Code; and

B. DAWSON desires to accept employment as City Manager in consideration of and subject to the terms and conditions set forth in this Agreement.

OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the parties agree as follows:

1. Position, Term and Duties.

1.1 **Position.** Without any impact upon employee benefit levels based upon her original date of hire with the City of Moreno Valley, DAWSON relinquishes her prior position as Assistant City Manager and accepts employment with CITY as its City Manager and shall perform all functions, duties and services set forth in Section 1.4 [Duties] of this Agreement, Chapter 2.08 of Title 2 of the City of Moreno Valley Municipal Code, CITY ordinances, and state law. DAWSON shall provide services at the direction and under the supervision of the City Council of CITY.

1.2 **Term.**

A. The term of this Agreement shall commence on May 15, 2013 (Commencement Date), upon being executed by DAWSON and approved by the City Council.

B. The term of this Agreement shall be five (5) years from the Commencement Date unless terminated earlier pursuant to the provisions in Section 4 (Termination) of this Agreement.

C. If either party desires not to extend or renew this Agreement upon expiration of its five (5) year term, that party shall give written notice of intent not to extend or renew this Agreement no less than one hundred eighty (180) calendar days prior to expiration of its Term. If no such notice is given within such time period, this Agreement shall continue to be effective pursuant to its operative provisions, with the exception that the Term of the Agreement will not be for an additional five (5) years. Rather, this Agreement will continue in force on a day-to-day basis until the expiration of one hundred eighty (180) calendar days after either party does give written notice of intent not to further extend or renew this Agreement, or until it is amended or extended by the parties in writing, or until it is otherwise Terminated in accordance with the

provisions of Section 4 (Termination).

D. This provision for a five (5) year Term shall not be construed to supersede, modify or limit DAWSON's status as an at-will employee of CITY, or the amount or conditions of severance compensation as provided in Section 4 (Termination).

1.3 **At-Will Employment.** DAWSON acknowledges that she is an at-will employee of CITY who shall serve at the pleasure of the City Council at all times during the period of her service under this Agreement. The terms and provisions of CITY's personnel rules, policies, procedures, ordinances and resolutions applicable to At Will employees shall also apply to DAWSON, and she shall be entitled to all benefits and rights afforded to other Executive Management (as defined in the City's Personnel Rules) of CITY, except to the extent provided by this Agreement, and, in the case of any conflict between this Agreement, and the Personnel Rules, policies, procedures, ordinances and resolution, the terms of this Agreement shall prevail. Notwithstanding the application of the City's Personnel Rules to this Agreement, and without limitation, DAWSON shall have no rights under sections 9, 10, 11 and 12 of the Personnel Rules. Nothing in this Agreement is intended to, or does, confer upon DAWSON any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Council to terminate her employment, except as is expressly provided in Section 4 [Termination] of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of DAWSON as provided in Section 4 [Termination]. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of DAWSON to resign at any time from this position with CITY, subject only to the provisions set forth in Section 4 [Termination] of this Agreement. This at-will employment Agreement shall be expressly subject to the rights and obligations of CITY and DAWSON, as set forth in Section 4 [Termination] herein.

1.4 **Duties.** DAWSON shall serve as the City Manager and shall be vested with the powers, duties and responsibilities of the City Manager as set forth in the City's applicable ordinances and resolutions, and in Chapter 2.08 of Title 2 of the City of Moreno Valley Municipal Code, as may be amended from time to time, the terms of which are incorporated herein by reference. It is the intent of the City Council for the City Manager to function as the head of administration of the government of CITY under the direction and control of the City Council and be responsible for the efficient administration of all affairs of CITY which are under the control of the City Manager and to keep the City Council apprised of all significant issues affecting CITY. Toward that end, DAWSON shall report directly to the City Council and will periodically, or as may be specifically requested by the City Council, provide status reports to the City Council on her activities and those of CITY. Without additional compensation, DAWSON shall provide such other services as are customary and appropriate to the position of City Manager, including serving as Executive Director of the Moreno Valley Community Services District and the Moreno Valley Housing Authority, together with such additional services assigned from time to time by the City Council as may be consistent with California law and the City of Moreno Valley Municipal Code. DAWSON shall devote her best efforts and full-time attention to the performance of these duties.

1.5 **Hours of Work.** DAWSON shall devote the time necessary to adequately perform her duties as City Manager. The work schedule shall be the same as the schedule in place for all other Executive Managers of CITY, provided the schedule of such hours provides adequate availability to the City Council, City Staff, and members of the community during normal business hours and for the performance of her duties in conducting CITY business. It is recognized that the City Manager must

devote time outside of the normal work schedule on CITY business and it is understood that DAWSON will make herself available to conduct CITY business outside of the normal work schedule as is reasonable and necessary. The position of City Manager shall be deemed an exempt position under applicable wage and hour law. DAWSON hereby acknowledges that she shall not be entitled to any compensation for overtime.

1.6 **Professional Activity.** The City Council desires DAWSON to be reasonably active in national, statewide, regional and professional organizations that will contribute to City Manager's professional development and standing and that will contribute to the advancement of the CITY's interests and standing. Toward that end, DAWSON may, upon advance notice to the City Council, undertake such activities as are directly related to her professional development and that advance the interests and standing of the CITY. These activities may include, without limitation, participation in the California League of Cities, International City Management Association, or other similar national, statewide, regional or professional organizations, provided that such activities do not in any way interfere with or adversely affect her employment as City Manager or the performance of her duties as provided herein. CITY agrees to budget and pay for the reasonable dues and subscriptions of the City Manager necessary for her participation in such organizations. CITY agrees to reimburse DAWSON's reasonable and necessary travel, business and subsistence expenses for her activities as provided for in the City's Administrative Policies.

1.7 **Other Activity.** In accordance with Government Code Section 1126, during the period of her employment, DAWSON shall not accept, without the express prior written consent of the City Council, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity (except as permitted under Section 1.6 [Professional Activity], regardless of whether for pecuniary advantage, that is or may be competitive with the CITY, that might cause a conflict-of-interest with the CITY, or that otherwise might interfere with the business or operation of the CITY or the satisfactory performance of DAWSON's duties as City Manager.

2. Compensation.

2.1 **Salary.** For all services performed by DAWSON as the City Manager under this Agreement, CITY shall pay DAWSON a salary of Two Hundred Thirty Thousand dollars ($230,000) per year, plus all other compensation benefits afforded by CITY to other full time Executive Management employees. DAWSON shall be entitled to all cost of living and other salary and benefit adjustments implemented by the CITY as applicable to other full time Executive Management employees, to include City's employee furlough program and eligibility for Merit Increases (Section 3.3). The starting salary shall be nineteen thousand one hundred sixty seven dollars ($19,167) per month, paid bi-weekly according to the payroll schedule in place for CITY employees. All compensation and leave policies applicable to Executive Management employees as contained in CITY'S Personnel Rules and Regulations shall apply.

2.2 **Annual Leave**. All compensation and leave policies applicable to Executive Management as contained in the City's Personnel Rules and Regulations, Sections 7 and 14, shall apply. DAWSON shall annually accrue 376 hours of Annual Leave, allocated at a rate of 14.46 hours per pay period. Annual Leave shall be subject to CITY's Personnel Rules and Regulations as they apply to other Executive Management employees.

2.3 **Automobile Allowance.**

A. DAWSON shall be entitled to an automobile allowance as compensation for the

use of personal automobile(s) for CITY business as provided for in CITY policies. This monthly allowance shall equal the amount provided to other Executive Management employees, and is currently five hundred dollars ($500.00) per month. In addition, DAWSON shall be entitled to excess mileage reimbursement according to adopted CITY policies for any qualifying trip in the course and scope of employment.

B. As provided in City Policy 6.25 (Section V), DAWSON is entitled to full use of a City vehicle in lieu of a monthly automobile allowance. Should DAWSON opt for a City vehicle, she will be responsible for all income tax liability associated with personal use.

3. Performance Evaluation.

3.1 The City Council shall review and evaluate DAWSON's performance at least once annually. Said review and evaluation shall be in accordance with specific criteria developed jointly between DAWSON and the City Council. Said criteria may be added to or deleted from as the City Council may determine from time to time in consultation with DAWSON. Further, the Mayor shall provide DAWSON with a summary written statement of the findings of the City Council and provide an adequate opportunity for DAWSON to discuss said evaluation with the entire City Council.

3.2 Annually, the City Council shall define such goals and performance objectives which they determine necessary for the proper function of the City Manager's Office and in the attainment of City Council goals and objectives, and shall further establish a relative priority among the various goals and objectives, said goals and objectives to be reduced to writing. Any such goals or objectives shall generally be attainable within the time limitations as specified and within City Manager Department budgets.

3.3 CITY agrees to consider an increase to DAWSON's Salary [Section 2.1] during said Performance Evaluation; however, any increase to Salary [Section 2.1] shall be at the sole discretion of the City Council.

4. Termination.

4.1 This Agreement may be terminated by DAWSON at any time upon 45 days written notice to the City Council. If such written notice is given, the City has the option to ask DAWSON to leave her position sooner than the expiration of 45 days, but, if it does so, the City will continue to honor its obligations under this Agreement until expiration of the 45-day period.

4.2 The City Council may terminate DAWSON'S employment, and this Agreement "without cause" at any time upon written notice upon affirmative vote by no fewer than four (4) members of the City Council. In the event DAWSON is terminated "without cause" or asked to resign during such time that DAWSON is willing and able to perform the Duties [Section 1.4] under this Agreement, then CITY agrees, upon receipt of a Comprehensive General Release and Settlement Agreement in the standard form signed by DAWSON, to pay DAWSON a lump sum cash payment equal to 12 months of Salary and benefits [Section 2.1] as severance pay.

4.3 The City Council may terminate DAWSON'S employment, and this Agreement "for cause" at any time upon written notice upon affirmative vote by no fewer than three (3) members of the City

Council. "For cause" is defined as any of the following:
(i) an act in bad faith and to the detriment of the City; (ii) refusal or failure to act in accordance with any specific lawful direction or order of the City Council; (iii) unfitness or unavailability for service that exceeds thirty (30) consecutive calendar days and is not the result of any excused illness or medical condition; (iv) commission of an act involving moral turpitude or other acts which harm the reputation of or interests of the City; (v) habitual neglect of responsibilities, or incompetence; (vi) a conviction of a felony or other crime punishable by jail or imprisonment in the jurisdiction involved (or entry of a plea of guilty or *nolo contendere* with respect to any such crime); (vii) possession of, use of, or working while under the influence of alcoholic beverages or other non-prescribed controlled substances or abuse/misuse of lawfully prescribed controlled substances during working hours; (viii) engaging in an actual conflict of interest; (ix) commission of acts of theft, embezzlement, or fraud; (x) acceptance of bribes or extortion; or (xi) material breach of this Agreement by DAWSON. If this Agreement is terminated by the City Council "for cause," DAWSON's employment shall be deemed immediately terminated and DAWSON shall surrender all CITY keys, computer passwords, and other CITY property entrusted to DAWSON for the purposes of the discharge of her duties. Upon termination for cause, DAWSON shall have no recourse under this AGREEMENT or any administrative procedure for purposes of challenging the termination action.

4.4 DAWSON shall receive a lump sum payout of any unpaid accruals of Annual Leave [Section 2.2] and Sick Leave upon termination of employment for any reason pursuant to CITY policies.

4.5 DAWSON shall not be entitled to any increases in Salary [Section 2.1], or benefits afforded by CITY to other Executive Management employees following the date of termination.

4.6 DAWSON'S employment and this Agreement shall terminate automatically upon DAWSON'S death. In this event, the City shall pay the beneficiary designated by DAWSON in writing, or in the absence of such designation, DAWSON'S estate, her accrued and unpaid compensation, and all accrued but unused benefits, if any, through the date of DAWSON'S death.

4.7 If DAWSON becomes disabled and requires accommodation to permit her to perform the essential functions of the position, the City shall provide reasonable accommodation if possible and unless doing so creates undue hardship for the City.

5. Proprietary Information.

"Proprietary Information" is all information and any idea pertaining to any economic development engaged in or contemplated by the City (or any CITY affiliate), including marketing plans and development projects. Proprietary Information shall include, without limitation, trade secrets (as further defined in Uniform Trade Secrets Act, Civil Code §3426 et seq.), ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, and forecasts. During her employment by CITY, DAWSON shall only use Proprietary Information for the benefit of CITY and as is or may be necessary to perform her job responsibilities under this Agreement. Following termination, DAWSON shall not use or disclose any Proprietary Information for the benefit of herself or any third party, except with the express written consent of CITY. DAWSON's obligations under this Section shall survive the termination of her employment and the termination of this Agreement.

6. Conflict Of Interest.

DAWSON represents and warrants to CITY that she presently has no interest, and represents that she will

not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of her services under this Agreement.

7. General Provisions.

7.1 **Vehicle Operation.** DAWSON shall operate any vehicle used in connection with the performance of her duties as City Manager in a safe manner and otherwise in observance of all established traffic safety laws and ordinances and shall maintain a valid California automobile's driver's license during the period of employment. In addition, DAWSON shall maintain in full force and effect during the Term of this Agreement, valid automobile liability insurance providing coverage for collision, personal injury and medical reimbursement, in accordance with the City's Administrative Policy.

7.2 **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and at the last known address maintained in DAWSON's personnel file. DAWSON agrees to notify CITY in writing of any change in her address during her employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

City's Notice Address: City of Moreno Valley c/o City Manager
P.O. Box 88005 14177 Frederick Street Moreno Valley, California 92552-0805

City Manager's Address: [Deliver to last updated address in personnel file]

7.3 **Indemnification.** Subject to, in accordance with, and to the extent provided by the California Tort Claims Act [Government Code Section 810 *et* seq.] the CITY will indemnify, defend, and hold DAWSON harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission associated with DAWSON's performance of functions, duties and services set forth in this Agreement.

7.4 **Bonding.** The CITY shall bear the full cost of any fidelity or other bonds required of the City Manager under any law or ordinance.

7.5 **Integration.** This Agreement is intended to be the final, complete, and exclusive statement of the terms of DAWSON's employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of DAWSON, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to DAWSON and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

7.6 **Amendments.** This Agreement may not be amended, altered or modified, except in a written document signed by DAWSON, approved by the City Council and signed by the Mayor.

7.7 **Waiver.** Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

7.8 **Assignment.** DAWSON shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to DAWSON, assign its rights and obligations hereunder.

7.9 **Severability.** If a court holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

7.10 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue proper only in Riverside County, State of California.

7.11 Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit or against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.

7.12 Acknowledgment. DAWSON acknowledges that she has had the opportunity to consult legal counsel in regard to this Agreement, that she has read and understands this Agreement, that she is fully aware of its legal effect, and that she has entered into it freely and voluntarily and based on her own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, the CITY has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested to by its City Clerk, and DAWSON has signed and executed this Agreement, as of the date first indicated above.

Michelle Dawson	Tom Owings, Mayor
Jane Halstead, City Clerk	Suzanne Bryant, Acting City Attorney

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MV00208773

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Thomas M. DeSantis, Assistant City Manager

AGENDA DATE: June 25, 2013

TITLE: REQUEST TO ESTABLISH THE BUILDING & NEIGHBORHOOD SERVICES DIVISION MANAGER POSITION

RECOMMENDED ACTION

Recommendation:

1. Adopt the new position, class specification and salary range of the Building & Neighborhood Services Division Manager in the Community & Economic Development Department.

BACKGROUND

In the Community and Economic Development Department (CEDD), the positions of Redevelopment & Neighborhood Programs Administrator, Building Division Manager and Code & Neighborhood Services Division Manager have been defunded due to budgetary constraints. To achieve required savings, CEDD has proposed creation of a new classification to oversee the activities of a consolidated work unit for Code and Building. The remaining Neighborhood Programs staff will report directly to the Community & Economic Development Director.

DISCUSSION

The Community and Economic Development Department has consolidated its operations from five divisions into the following three divisions:

- Building & Neighborhood Services Division
- Land Development
- Planning

The newly consolidated Building & Neighborhood Services Division will be overseen by a division manager, who will report to the CEDD Director. Human Resources staff has prepared the recommended class specification based upon a description of duties to be performed; the recommended salary level is commensurate with those duties and consistent with the City's salary structure.

ALTERNATIVES

1. Approve the Building & Neighborhood Services Division Manager position and establish the job title, class specification, and salary range for the new classification. *Staff recommends this alternative.*

2. Not approve the Building & Neighborhood Services Division Manager position. *Staff does not recommend this alternative.*

FISCAL IMPACT

In 2013 the City eliminated three management positions within the Community & Economic Development Department. The elimination of the three Division Manager positions that occurred has resulted in net annual savings of more than $400,000 in salary and benefits.

The salary grade for the Building & Neighborhood Service Division Manager position is proposed at Grade 34 ($105,313 - $148,274). This is one grade higher than the former Neighborhood Services Division Manager classification and the same salary grade as the defunded Building Division Manager position. The savings achieved through this consolidation of two formerly separate divisions into a single division were reflected in the FY 2013-14 Budget as approved by the City Council on June 11, 2013. No additional funds are required to create this proposed classification.

ATTACHMENT

Attachment "A" - Revised Class Specification

Prepared and Approved By:
Thomas M. DeSantis
Assistant City Manager

Concurred By:
John Terell
Interim Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

City of Moreno Valley

Date Council Approved_____
Date Effective _____

CLASS SPECIFICATION
Building & Neighborhood Services Division Manager

GENERAL PURPOSE

Under general direction, plans, directs, manages, integrates, evaluates and oversees a comprehensive municipal building inspection and code enforcement program to ensure compliance with federal, state and local building, housing, zoning and other related codes, ordinances and regulations; and performs related duties as assigned. This is a new position resulting from the combination of the Building & Safety and Code & Neighborhood Services division.

DISTINGUISHING CHARACTERISTICS

This single incumbent class is responsible for planning, directing, managing, integrating, evaluating and overseeing the day-to-day operations and activities of the Building & Neighborhood Services division, including building inspection, permit processing, plan checking and code compliance functions and services. With administrative direction and guidance from the Community & Economic Development Director, the incumbent carries out responsibilities and assignments that are broad in scope and require considerable independent judgment on issues which are complex, interpretive and evaluative in nature. Assignments are broad in scope and allow for a high degree of administrative discretion in their execution.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Plans, organizes, controls, manages and evaluates the work of the Building & Neighborhood Services division; with subordinate supervisors and staff, participates in establishing operational plans and initiatives to meet division goals and objectives; implements division's plans, work programs, processes, procedures and policies required to achieve overall division's performance results; coordinates and integrates division's functions and responsibilities to achieve optimal efficiency and effectiveness; participates in developing and monitoring performance against the annual division's budgets.

2. Plans and evaluates the performance of assigned staff; establishes performance requirements and personal development targets; monitors performance and provides coaching for performance improvement and development; provides or recommends compensation and other rewards to recognize performance; takes disciplinary action, up to and including termination, to address performance deficiencies, subject to management concurrence, in accordance with the City's human resources policies and procedures and labor contract provisions.

3. Provides day-to-day leadership and works with staff to ensure a high performance, customer service-oriented work environment which supports achieving City objectives and service expectations;

provides leadership and participates in programs and activities that promote a positive employee relations environment.

4. Directs, manages, evaluates and oversees the City's building inspection, permit processing, plan checking, code compliance programs and activities to ensure proper enforcement of federal, state and local building, housing and zoning codes and ordinances; analyzes, develops, implements and manages building and safety and code and neighborhood preservation programs and projects and determines priorities and scheduling; estimates personnel, resources and time required for program and project completion.

5. Ensures the proper administration and enforcement of the City's building, zoning, housing and related safety codes; manages and directs the preparation of new City ordinances and codes and the revision of existing ordinances and codes and initiates code adoption proceedings; interprets and enforces accessibility, ADA and energy regulations; determines appropriate acceptance of building materials and procedures for the City; approves building permit extensions and issues Certificates of Occupancy; conducts the most complex and difficult field inspections and plan checks.

6. Coordinates division projects and programs with other City divisions and departments; meets with business and community representatives, residents and other interested parties to encourage action or resolve building and safety problems and issues; interprets the division's functions, policies and plans to boards, commissions, community groups, contractors, homeowners and the public; assembles necessary resources to solve a broad range of building inspection and code compliance program and service delivery problems.

7. Monitors and keeps informed of current trends in the municipal building, safety and code enforcement field, evaluates their impact on division operations and recommends policy and procedural improvements.

8. Prepares complete, accurate and concise written technical reports and correspondence.

OTHER DUTIES

1. Provides disaster response services and damage assessments.

QUALIFICATIONS

Knowledge of:

1. Federal, state and local laws, regulations and court decisions applicable to assigned areas of responsibility.

2. Trends, approaches and problem-solving techniques used in municipal code inspection and code compliance programs.

3. City organization and the functions and practices of municipal building inspection, permit processing, plan checking and code compliance programs.

4. Modern methods of building construction and structural design concepts.

5. Research methods and statistical techniques and applications.

6. Principles and practices of effective management and supervision.
7. City human resources policies and procedures and labor contract provisions.

Ability to:

1. Plan, organize, direct, manage, evaluate and integrate comprehensive building inspection and code compliance programs and functions.
2. Understand, interpret, explain and apply federal, state and local law and regulations governing building inspection and code compliance services.
3. Analyze, research and compile technical and statistical information.
4. Communicate clearly and effectively, both orally and in writing.
5. Present proposals and recommendations clearly, logically and persuasively in public meetings.
6. Prepare clear, concise and comprehensive correspondence, reports, studies and other written materials.
7. Exercise sound, expert independent judgment within general policy guidelines.
8. Exercise tact and diplomacy in dealing with sensitive and complex issues and situations.
9. Establish and maintain effective working relationships with City management, staff, business and community groups, residents and others encountered in the course of work.

Education, Training and Experience:

A typical way of obtaining the knowledge, skills and abilities outlined above is graduation from a four-year college or university with a degree in public or business administration, engineering, architecture, construction management or a related field; and seven years of increasingly responsible professional experience in building inspection and/or code compliance services, at least three years of which were in a supervisory or program/project management capacity; or an equivalent combination of training and experience.

Licenses; Certificates; Special Requirements:

A valid California driver's license and the ability to maintain insurability under the City's vehicle insurance policy.

Current, valid certification as a Building Official (BO) from the International Code Council (ICC).

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this job, the employee is regularly required to sit; talk or hear, both in person and by telephone; use hands to finger, handle and feel computers and standard business equipment; and reach with hands and arms. The employee is frequently required to stand and walk.

Specific vision abilities required by this job include close vision and the ability to adjust focus.

Mental Demands

While performing the duties of this class, the incumbent is regularly required to use written and oral communication skills; read and interpret complex data, information and documents; analyze and solve complex problems; use math/mathematical reasoning; perform highly detailed work under changing, intensive deadlines, on multiple concurrent tasks; work with constant interruptions, and interact with City management, staff, business and community groups, residents and others encountered in the course of work.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee works under typical office conditions, and the noise level is usually quiet. The employee may occasionally be required to work in outside conditions, exposed to wet and/or humid conditions, where the noise level may be loud.

MINUTES - REGULAR MEETING OF JUNE 11, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00208781

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, and the Mayor and City Council, acting in their capacity as President and Board of Directors for the Moreno Valley Community Services District

FROM: Mike McCarty, Director of Parks and Community Services

AGENDA DATE: June 25, 2013

TITLE: AUTHORIZATION TO CLOSE PUBLIC STREETS FOR THE INDEPENDENCE DAY FESTIVITIES ON THURSDAY, JULY 4, 2013

RECOMMENDED ACTION

Recommendations:

1. Authorize the closure of the following streets between the hours of 6:00 a.m. and 12:00 noon for the purpose of conducting the Fourth of July Parade scheduled to take place on July 4, 2013.

    a. TownGate Boulevard between Frederick Street, Eucalyptus Avenue and Memorial Way;
    b. Frederick Street between Centerpointe Drive and Cactus Avenue;
    c. Cottonwood Avenue between Pan Am Boulevard and Dunhill Drive;
    d. Eucalyptus Avenue between Pan Am Boulevard and Kochi Drive;
    e. Dracaea Avenue between Pan Am Boulevard and Kochi Drive;
    f. Atlantic Circle east of Frederick Street;
    g. Brabham Street between Frederick Street and Andretti Street;
    h. TownGate Boulevard between Frederick Street and Heritage Way;
    i. Bay Avenue between Kristina Court and Courage Street;
    j. Alessandro Boulevard between Chagall Court and Elsworth Street;
    k. Brodiaea Avenue between Joy Street, and Frederick Street;
    l. Resource Way between Frederick Street and Corporate Way;
    m. Corporate Way between Calle San Juan de Los Lagos and Resource Way;
    n. Eastridge Street between Frederick Street and Heritage Way;

o. Calle San Juan De Los Lagos between Frederick Street and Veterans Way;
p. Veterans Way between Business Center Drive and Alessandro Boulevard;
q. New Hope between Veterans Way and Elsworth;
r. Veterans Way between Cactus Avenue and Alessandro Boulevard, and
s. Heritage Way between TownGate Boulevard and Town Circle.

2. Authorize the closure of Dracaea Avenue between Morrison Street and Nason Street, between the hours of 6:00 a.m. on Thursday, July 4, 2013 through 5:00 p.m. on Friday, July 5, 2013 for the purpose of conducting the Fourth of July Festival and Fireworks Program scheduled to take place on July 4, 2013.

3. For a short period of time and immediately following the fireworks display, authorize one-way traffic on various streets in the vicinity of Morrison Park as directed by the Moreno Valley Police Department.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

For the past 26 years, the City has sponsored the Independence Day Celebration, which includes the parade, festivities, and fireworks program. The parade in 2012 was a success with more than 100 entries comprised largely of local businesses, church groups, youth groups, and other non-profit organizations. Approximately 7,000 spectators attended the 2012 Independence Day Parade.

The Independence Day Festival and Fireworks Display were also successful in attracting an estimated 20,000 spectators to Morrison Park and Mountain View Middle School. Those in attendance enjoyed the festival atmosphere throughout the day and the excitement of the fireworks display that evening.

Street closures for both the parade and the festival site are the same as those closures for the 2012 event.

DISCUSSION

Detailed below is the discussion of the events planned and the street closures for the Independence Day 2013 Program activities:

1. Parade Discussion

   The parade this year will take place on July 4, 2013. Parade participants will enter north onto Veterans Way from Golden Crest or Cactus Avenue and check in near San Juan De Los Lagos. Staging for the parade will take place on Calle San Juan de Los Lagos, Corporate Way, and Resource Way. The parade route will begin on Frederick Street at Alessandro Boulevard and go north on Frederick Street to TownGate Boulevard, turn west on TownGate Boulevard, turn north onto Heritage Way and disband into the parking lot located between the rear of

the Burlington Coat Factory store and the theater in the TownGate Shopping Center. The parade will begin promptly at 9:30 a.m. and conclude prior to 12:00 noon.

The street closures being requested will allow sufficient time for safe passage during the event for all event participants and spectators. Traffic entering and/or leaving commercial establishments will be restricted during the parade. All barricades at intersections will be removed no later than 12:00 noon. Police officers will be stationed at the following major intersections for safety purposes.

- Cactus Avenue and Frederick Street
- Alessandro Boulevard and Frederick Street
- Cottonwood Avenue and Frederick Street
- Frederick Street and TownGate Boulevard
- TownGate Boulevard and Heritage Way
- Veterans Way and Alessandro Boulevard
- Heritage Way and Town Circle

2. Festival and Fireworks Display Discussion

Festivities will continue on July 4, 2013 from 2:00 p.m. to 10:00 p.m. with the Family Fun Fest activities at Mountain View Middle School/Morrison Park. Similar to the previous year's 2012 festival, the afternoon activities will be held at Mountain View Middle School and Morrison Park. Staff is anticipating approximately 20,000 spectators to attend the festivities. Gates open at 1:00 p.m. with the festival beginning at 2:00 p.m. There will be food, arts and crafts, game booths, clowns and entertainment. This year's festival will again include a wine and beer garden. An entry may be charged to get into the festival, and there may be a minimal fee for the various activities, such as the bouncers and game booths.

A main stage and a community stage will guarantee enjoyment for the entire family. There will be several entertainers this year. At 3:00 p.m., Pacific Crest Band will perform at the festival site. At 4:00 p.m., a performance by "Mrs. Jones Revenge – A tribute to Classic Rock," followed by "Ghost in the Machine – A Tribute to the Police and Sting," and then "Hollywood Stones – A Tribute to Rolling Stones." As a grand finale, the event will conclude with a fireworks extravaganza at 9:00 p.m., which will be simulcast with patriotic music by KOLA (99.9 FM).

Presale tickets for the event are available at the Moreno Valley Conference and Recreation Center from June 11 to July 3. Cost is $2 per person or $10 for a family (up to 6 people). On July 4, entry is free between 1:00 p.m. and 4:00 pm. After 4:00 p.m., entry fee is $3 per person. Military service members with valid identification and children under 5 are free.

Based on past years, the Moreno Valley Police Department and the Transportation Division are recommending closure of the previously mentioned streets to allow sufficient time for safe passage before, during, and after the event for all event participants and spectators. Barricades placed at intersections designated for one-way traffic will be removed no later than 11:00 p.m. Police officers will be stationed at major intersections as directed by the Moreno Valley Police Department.

As part of the Fourth of July planning process, businesses and residents that are potentially affected by the street closures will receive written notification of the street closures scheduled to take place.

ALTERNATIVES

1. Approve street closures as outlined above.

2. Provide direction to staff on alternate parade route and/or street closures.

FISCAL IMPACT

The planning and coordinating of this event begin prior to the FY 2012/2013. Funds proposed for the Independence Day Celebration are partially allocated in the Moreno Valley Community Services District Zone A fund FY 2012/2013 and partially allocated in the proposed Moreno Valley Community Services District Zone A fund FY 2013/2014. In an effort to offset expenditures, staff has been soliciting sponsors for this event.

SUMMARY

The 2013 Independence Day festivities this year will take place on July 4, 2013. Staff is requesting that City Council authorize the street closures outlined above for the City's Independence Day Celebration. The parade street closures are similar to the street closures for the 2012 parade route. The parade will step off at 9:30 a.m. from Frederick Street, south of Alessandro Boulevard. The festival will be held at Mountain View Middle School and Morrison Park; street closures affected are adjacent to the festival site.

NOTIFICATION

Publication of the agenda.

ATTACHMENTS

1. 2013 Proposed Parade Route Map
2. 2013 Proposed Closure Map

Prepared By:
Cecilia Gonzales
Community Services Supervisor

Department Head Approval:
Michael McCarty
Parks and Community Services Director

Concurred By:
Eric Lewis
City Traffic Engineer

Concurred By:
Joel Ontiveros
Police Chief

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00208787

Moreno Valley
Parks and Community Services
P.O. Box 88005
Moreno Valley, CA 92552-0805
Telephone: (951) 413-3280
FAX: (951) 413-3719

For pre-recorded parade & festival information, call:
(951) 413-3281

Attachment 1

4th of July Parade Route

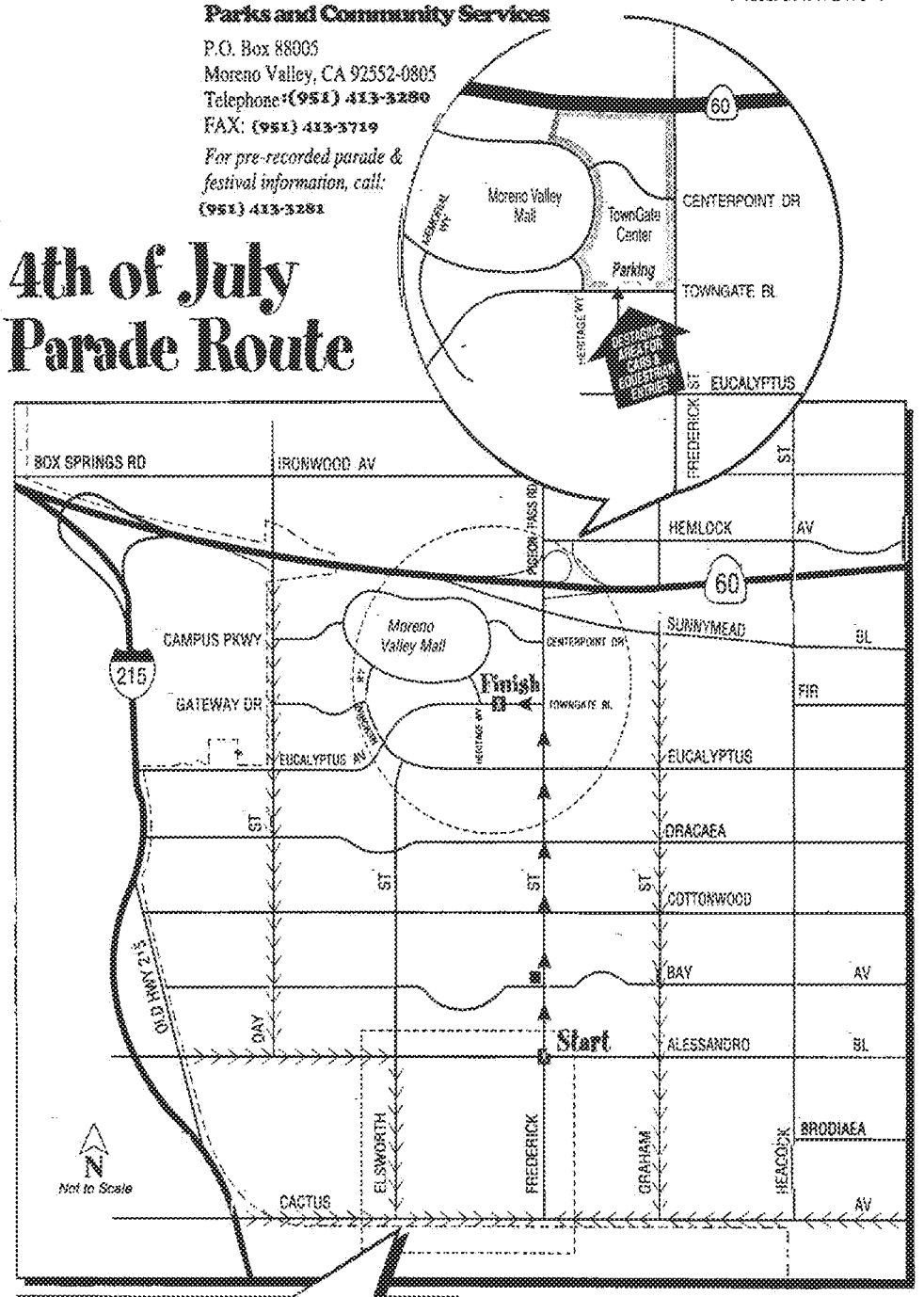

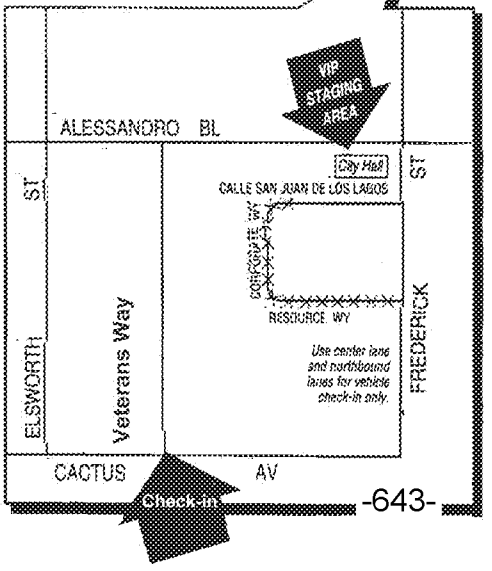

IMPORTANT— Please Read!

Please report first to the check-in desk located on Frederick Street north of Cactus Avenue. Equestrian check-in desk is located at Veterans Way & Cactus Avenue.

Please note the following timetable:

•Check-in and staging begins at 7:30 a.m.

•Parade will be approximately

Legend

- ▲ Parade Route
- × Staging Area
- > Check-In Approach Routes
- ▬ Judging Stand

Item No. B.3

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MV00208789

July 4th Festival
Street Closures

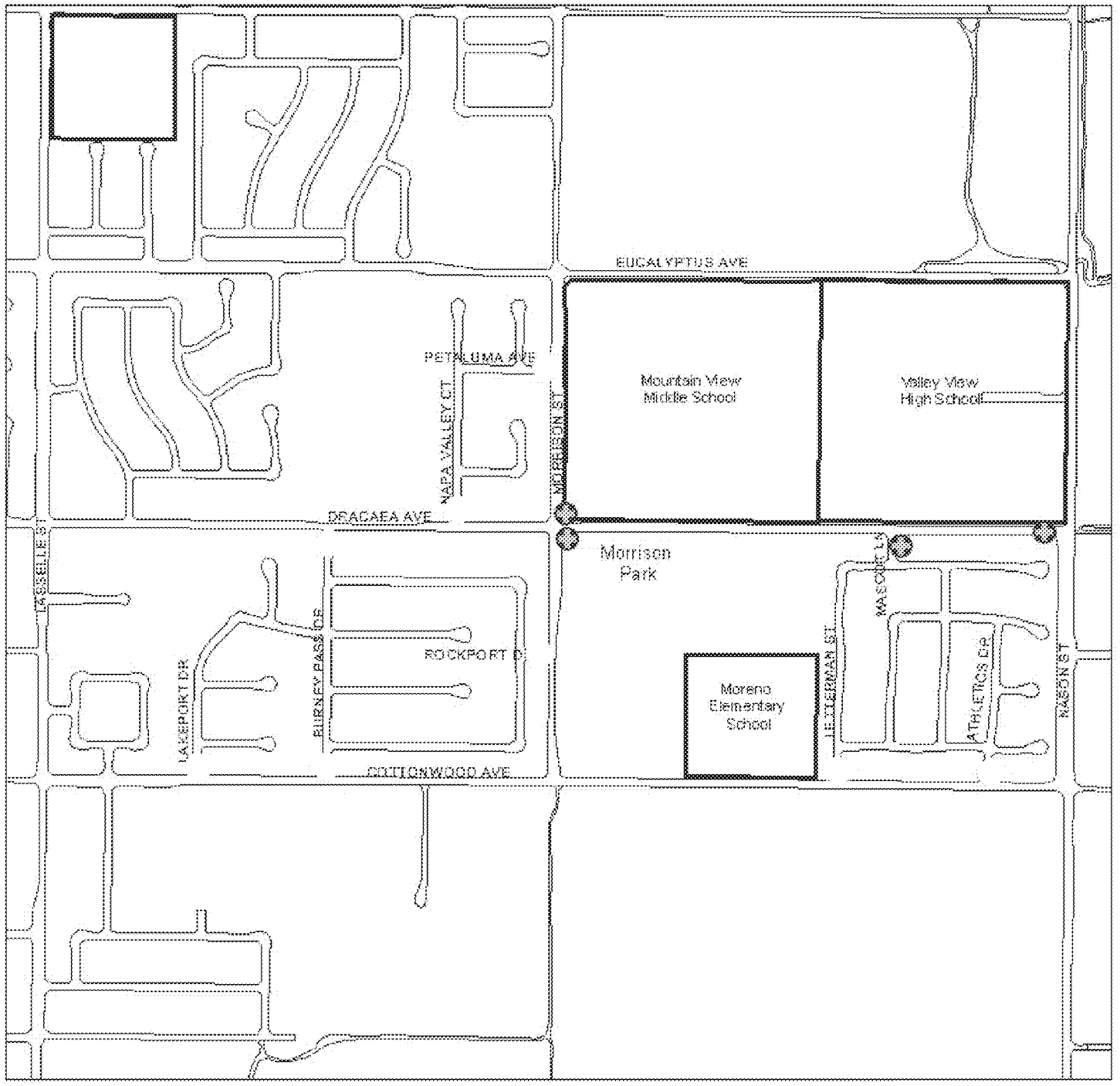

Traffic Control Notes

Barricade with "ROAD CLOSED" signs

N

Not To Scale

Item No. B.3

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MV00208791

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council Acting in its Capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD)

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 25, 2013

TITLE: APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 1 MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14

RECOMMENDED ACTION

Recommendation:

1. Acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board") and as the legislative body of Community Facilities District No. 1 ("CFD No. 1" or "District") approve and adopt Resolution No. CSD 2013-15 approving the calculation of the Community Facilities District No. 1 maximum special tax rate for fiscal year 2013/14. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Community Facilities District No. 1 Maximum Special Tax Rate for Fiscal Year 2013/14

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable

BACKGROUND

Prior to city incorporation, park and recreation services were provided by the County of Riverside. Park and recreation services provided by the County were funded through County Service Area charges, which were levied on the property tax bill. CSD Zone A was established as part of city incorporation to fund the continuation of the park and community services as provided by the City of Moreno Valley.

The cost to provide community and park maintenance services steadily increased over the years, while the CSD Zone A annual tax of $87.50 per parcel or per dwelling unit "DU" for multifamily parcels remained fixed since fiscal year ("FY") 1992/93. Rising program costs along with an increase of new residential developments created a need for additional funding to support the new park areas. CSD Zone A funds could not adequately accommodate the maintenance costs of both existing and newly constructed park facilities. The CSD formed CFD No. 1 in an effort to provide for the ongoing maintenance and safety of new parks, without jeopardizing CSD Zone A funding for the existing park facilities and community services.

On July 8, 2003, the CSD Board conducted a Public Hearing for the formation of CFD No. 1, approved a resolution to provide for future territory annexation into CFD No. 1, and authorized a special tax levy. The special tax funds public services such as ongoing maintenance and/or repair of park facilities, park improvements, and all efforts by Park Rangers that are devoted to the maintenance and safety of the newly constructed parks accepted by the City of Moreno Valley Parks and Community Services Department for maintenance after District formation in July 2003. FY 2003/04 was the first year the special tax was levied. Residential developments that create the need for new parks or are in a proximity to a District facility are conditioned to participate in CFD No. 1.

Proposition 218, a constitutional initiative known as the Right to Vote on Taxes Act, was approved by California voters in November 1996. Proposition 218 requires that any new or proposed increase in property-related assessments, fees, charges, or taxes be submitted to property owners for approval. Subsequently, increases not addressed in the rate and method of apportionment of special tax ("RMA") will be subject to a two-thirds approval by the property owners within CFD No. 1.

DISCUSSION

The CSD Board shall consider authorizing the City Treasurer to levy the special tax in accordance with the RMA to cover the FY 2013/14 special tax requirement for CFD No. 1. Per the RMA, the maximum special tax shall be increased each FY by the percentage increase in the Consumer Price Index (All Items) for Los Angeles-Riverside-Orange County, or by two percent (2%), whichever is greater. The special tax is collected on the Riverside County property tax bill and is applied only to those parcels that have annexed into the District. The CFD No. 1 maximum special tax rate for FY 2013/14 is $152.28 per parcel/DU; however, a lower amount may be levied depending on projected District expenses for the FY. The calculation and history of the applied special tax is in the Table below.

The Preliminary Annual Special Tax Report ("Report"), which has been filed in the office of the City Treasurer, provides a description of the CFD proceedings, identification of participating developments, park facilities maintained within the District, description of services, and the projected special tax to be levied for FY 2013/14. Following the submission of the annual special taxes to the County of Riverside, the City shall prepare

and file with the City Treasurer the final Annual Report, which shall identify the final calculation of the applied annual special tax rate.

Fiscal Year	Annual Adjustment	Maximum Special Tax	Applied Special Tax
2003/04	-	$ 115.00	$ 115.00
2004/05	2.00%	117.30	117.00
2005/06	4.40%	122.46	119.00
2006/07	4.50%	127.96	119.00
2007/08	3.30%	132.18	119.00
2008/09	4.20%	137.72	120.00
2009/10	2.00%	140.46	120.00
2010/11	2.00%	143.26	120.00
2011/12	2.00%	146.12	120.00
2012/13	2.17%	149.29	120.00
2013/14	2.00%	152.28	TBD

ALTERNATIVES

1. **Approve and adopt the proposed resolution** approving the calculation of the Community Facilities District No. 1 maximum special tax rate for FY 2013/14. *This approval will allow collection of monies necessary to fund ongoing maintenance and administrative services in CFD No. 1.*

2. **Do not approve or adopt the proposed resolution** approving the calculation of the Community Facilities District No. 1 maximum special tax rate for FY 2013/14. *If the special tax is not authorized to be levied, then the existing fund balance will need to be utilized to pay for ongoing maintenance and administrative services in CFD No. 1 until such time that all available funds have been expended.*

FISCAL IMPACT

The special tax shall be levied on all properties within CFD No. 1 on the 2013/14 Riverside County property tax bills. **The special tax collected can only be used to cover costs associated with administration and maintenance of park facilities within the District and constructed after the formation of the CFD. Collection of the CFD No. 1 special tax reduces the burden to CSD Zone A for the maintenance of park facilities accepted since District formation.** Commercial and industrial properties are not affected by the levy of this special tax. The CSD Zone A tax of $87.50 per parcel/DU will continue to be collected to support maintenance of existing park facilities and community programs.

CITY COUNCIL GOALS

Revenue Diversification and Preservation

A special tax for CFD No. 1 is collected in accordance with the provisions outlined in the Mello-Roos Community Facilities Act of 1982 and provides funding for program costs, which include maintenance and administration.

SUMMARY

The CSD Board shall consider authorizing the City Treasurer to levy the special tax in accordance with the RMA to cover the FY 2013/14 special tax requirement for CFD No. 1.

NOTIFICATION

Not Applicable

ATTACHMENTS

Attachment 1: Resolution Approving the Calculation of the Community Facilities District No. 1 Maximum Special Tax Rate for FY 2013/14

Attachment 2: Boundary Map CFD No. 1

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Concurred by:
Mike McCarty,
Parks & Community Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. CSD 2013-15

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE COMMUNITY FACILITIES DISTRICT NO. 1 MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14

WHEREAS, the CITY COUNCIL for the CITY OF MORENO VALLEY, CALIFORNIA, acting in its capacity as the President and Members of the Board of Directors of the Moreno Valley Community Services District ("CSD Board"), did form Community Facilities District No. 1 ("CFD No. 1" or "District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, following approval by the qualified electors of the District, the CSD Board, acting as the legislative body, did introduce and adopt Ordinance No. CSD-40 (Urgency Ordinance) and CSD-41 (an Ordinance to authorize the levy of a special tax within CFD No. 1); and

WHEREAS, Ordinance No. CSD-41 authorizes the CSD Board, by resolution, to annually determine the special tax to be levied in the District; provided, however, the special tax to be levied shall not exceed the maximum special tax authorized to be levied pursuant to the rate and method of apportionment ("RMA"); and

WHEREAS, the CSD Board adopted Resolution No. CSD 2003-26 authorizing annexation of Territory in the future to CFD No. 1; and

WHEREAS, annexations to CFD No. 1 have been conducted by the Community Services District following formation of the District; and

WHEREAS, the County of Riverside requires the adoption of a resolution for submission with the annual special taxes for placement on the Riverside County property tax bills; and

WHEREAS, the maximum annual special tax for developed and undeveloped property has been established by the RMA at $115.00 per parcel/dwelling unit for fiscal year ("FY") 2003/04. Per the RMA, beginning in FY 2004/05 and for each subsequent FY, the maximum annual special tax shall be increased by the percentage increase in the Consumer Price Index (All Items) for Los Angeles-Riverside-Orange County, or by two percent (2%), whichever is greater; and

WHEREAS, the calculation of the special tax is in compliance with laws pertaining to the levy of the special taxes; and

WHEREAS, the special tax is levied without regard to property valuation; and

WHEREAS, the City has prepared and submitted the Preliminary Annual Special Tax Report ("Report") for FY 2013/14; and a copy of said Report is on file in the office of the City Treasurer and is incorporated herein by this reference as if fully set forth; and

WHEREAS, following the submission of the annual special taxes to Riverside County, the City shall prepare and file in the office of the City Treasurer the final Annual Report, which shall identify the final calculation of the applied annual special tax rate, in an amount not to exceed the maximum special tax.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

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

2. That the Report for FY 2013/14, as on file in the office of the City Treasurer, is hereby received and filed.

3. That this legislative body hereby authorizes the City Treasurer to levy the special tax in accordance with the RMA as required to cover the annual special tax requirement, up to the maximum special tax, for CFD No. 1 as set forth in the Report and hereby is levied during FY 2013/14 against the parcels within the District.

APPROVED AND ADOPTED this 25th day of June, 2013.

_____
Mayor of the City of Moreno Valley,
Acting in the Capacity of President of the
Moreno Valley Community Services District

ATTEST:

_____
City Clerk, Acting in the Capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

_____
City Attorney, Acting in the Capacity
of General Counsel of the Moreno
Valley Community Services District

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2013-15 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 25th day of June, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

_____

SECRETARY

(SEAL)

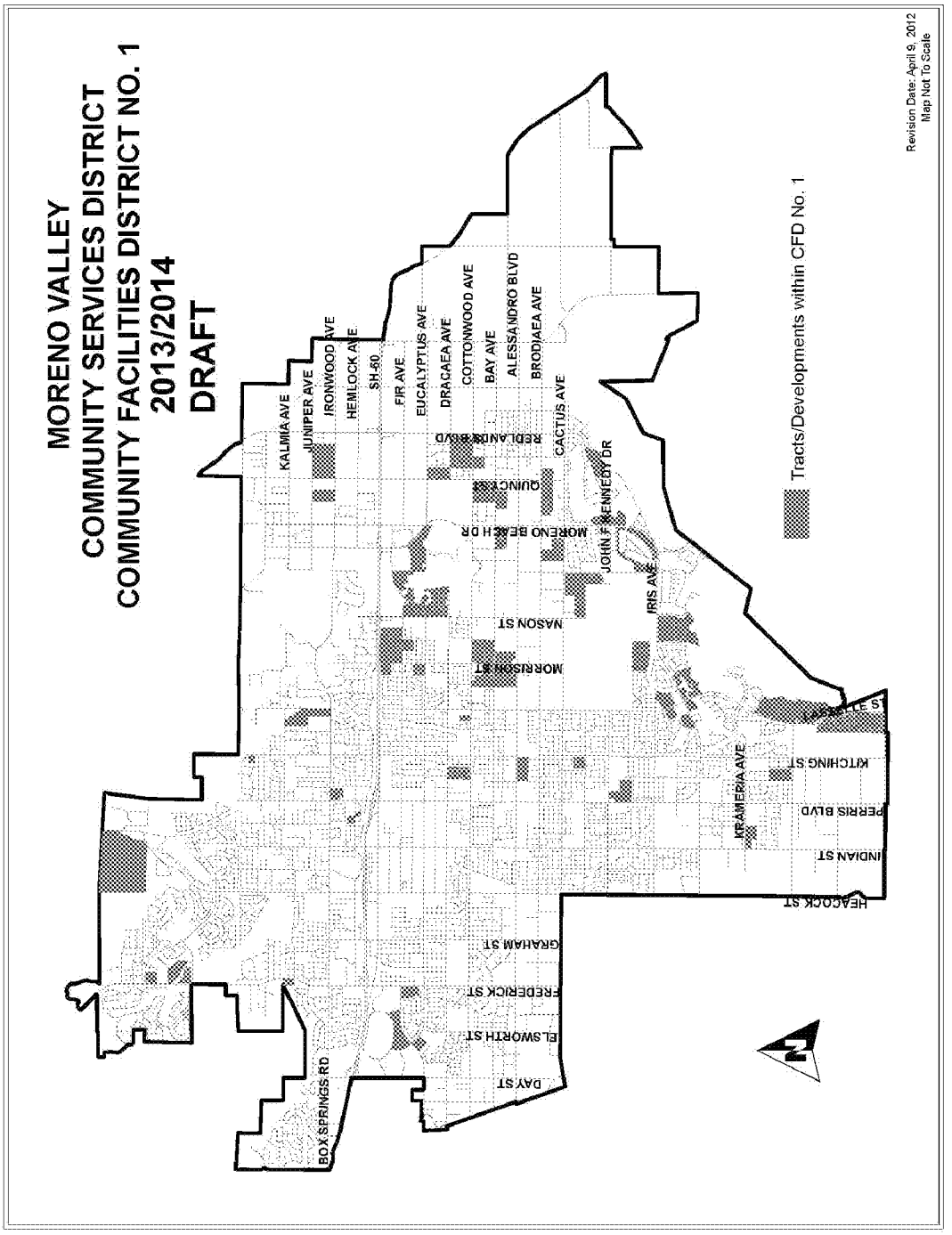
MORENO VALLEY
COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 1
2013/2014
DRAFT
Revision Date: April 9, 2012
Map Not To Scale
Tracts/Developments within CFD No. 1
KALMIA AVE
JUNIPER AVE
IRONWOOD AVE
HEMLOCK AVE
SH-60
FIR AVE
EUCALYPTUS AVE
DRACAEA AVE
COTTONWOOD AVE
BAY AVE
ALESSANDRO BLVD
BRODIAEA AVE
CACTUS AVE
REDLANDS BLVD
QUINCY ST
MORENO BEACH DR
JOHN F KENNEDY DR
IRIS AVE
MASON ST
MORRISON ST
KRAMERIA AVE
KITCHING ST
PERRIS BLVD
INDIAN ST
HEACOCK ST
GRAHAM ST
FREDERICK ST
ELSWORTH ST
DAY ST
BOX SPRINGS RD

Item No. B.4

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MV00208801

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD)

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 25, 2013

TITLE: AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROJECT NO. E-2 (HIDDEN SPRINGS) MAINTENANCE OF PARKWAY, MEDIAN AND OPEN SPACE LANDSCAPING AND IRRIGATION

RECOMMENDED ACTION

Recommendations:

1. Approve the Agreement for Project No. E-2/13-14 (Hidden Springs) Maintenance of Parkway, Median and Open Space Landscaping and Irrigation with Mariposa Landscapes, Inc., 15529 Arrow Highway, Irwindale, CA 91706 for landscape maintenance services of the parkways, medians and paseos (open spaces).

2. Authorize the City Manager to execute the Agreement for Project No. E- 2/13-14 with Mariposa Landscapes, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Mariposa Landscapes, Inc. in the not–to-exceed (NTE) amount of $104,282.00 ($85,482.00 for base and $18,800.00 for additional work).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize associated purchase orders (P.O.s) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. Property owners pay a parcel charge as part of their annual property tax bill, which funds the cost of providing the service. Revenue from the parcel charges collected may only be used for landscape maintenance services for the zone in which they were collected. CSD landscape maintenance areas include:

> Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services.
>
> Zone E (extensive landscape maintenance), provides landscape maintenance services at full (standard) or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), E-15 (Celebration), and E-16 (Shadow Mountain).
>
> Zone M (Commercial, Industrial, and/or Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide, and
>
> Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors that perform landscape or specialty maintenance services. The landscape maintenance scope of services is broken into either "base services" or "additional work services":

> "Base services" is the regular, routine landscape maintenance service and typically applies to medians and parkways. These services may include: mowing, edging and trimming of turf grass areas (if applicable), pruning and trimming of shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes and groundcovers, and pesticide applications. For open space areas (e.g. Hidden Springs paseo area), base services may include: irrigation monitoring, annual weed abatement, and vegetation clearance. The vegetation clearing is to maintain a 24 inch width of clearance of open space from abutting residential parcels. Typically, the cost for this service is a set monthly cost.

"Additional work services" includes, but is not necessarily limited to: additional labor and material costs for irrigation repairs, plant material replacement, fertilizer applications and if applicable, the addition of added square footage of landscaped areas. The cost for these services vary based upon needs determined throughout the term of the Agreement and is based on the unit prices for additional work as specified in the Agreement.

The frequency of the base services (i.e. standard service vs. reduced service) and level of additional work services depends upon the financial resources available within the budget of the specific zone. The CSD Board adopted service levels guidelines (most recently amended on April 26, 2011) for both Zones D and E defining the frequency of such services.

Landscape maintenance and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement. In accordance with the terms of the Agreement, annual extensions may be granted up to four times, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the CSD and Contractor, and contingent upon available program funding.

Zone E-2

In May 2011, the property owners within Zone E-2 did not support an increase in their parcel charge to support increasing costs to continue providing landscape maintenance at a standard service level. As a result, the base services were reduced for the landscape maintenance of the paseo area (maintenance of the parkways was retained at a standard service level) and additional work services were reduced (e.g. reduction in the number of replants) in order to balance the budget. The modified reduced service schedule became effective October 1, 2011. The current Agreement is no longer eligible for extensions and necessitated commencement of an RFP process.

DISCUSSION

An RFP soliciting proposals to provide landscape maintenance services to the Hidden Springs area (Zone E-2) was issued at the end of March 2013. In addition to the current level of service being provided (standard service to the parkways and once a year service to the paseos), proposers were requested to provide responses for different frequency levels of service. This strategy provides the CSD flexibility in adjusting service levels based on available funding without incurring additional costs of issuing another RFP.

The RFP was advertised in *The Press-Enterprise* on April 2, 2013, and April 6, 2013 and posted to the City's website. Representatives from seven landscape maintenance companies attended the mandatory pre-submittal meeting on April 9, 2013, at which time the scope of the project, information being requested in the RFP, and the proposal submittal and selection process were reviewed.

On May 8, 2013, six companies submitted proposals to the office of the City Clerk. A review of the proposals was conducted by the City's Senior Landscape Services Inspector, an Associate Engineer and a Senior Parks Maintenance Technician, all of whom have

experience with landscape maintenance and contract management. The review rating scores from each reviewer were collectively totaled, which identified Mariposa Landscapes, Inc. as the top ranked proposer based upon their overall understanding of the project and services to be performed, staffing levels, and cost. The costs as confirmed are their best and final offer for these services. In addition, the costs provided by Mariposa will allow for an increase in the frequency of services levels for the paseos from the once a year service that the area was transitioned to in October 2011 to a six times per year service level, while still coming in below the 2013/14 budgeted amount for this service. Further, Mariposa has demonstrated its work quality with its satisfactory performance during the original term and granted first extension of the agreement covering landscape maintenance of the CSD Zone D reduced service parkways and medians. Therefore, staff recommends awarding the contract for landscape maintenance within the Hidden Springs area (Zone E-2) to Mariposa Landscapes, Inc.

Authority for City Manager Approval of Future Extension Agreements for the Balance of Available Extensions to the Agreement

Pursuant to City Council Resolution No. 2008-115, the City Council/CSD shall provide approval of procurements greater than $100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the Agreement as may be allowed per the terms of the Agreement.

Project No. E-2/13-14						
	FY 2012/13[1] Proposed Original Agreement	FY 2013/14 Potential First Extension[2]	FY 2013/14 Potential Second Extension[2]	FY 2014/15 Potential Third Extension[2]	FY 2015/16 Potential Fourth Extension[2]	Cumulative Total
Base	$ 85,482.00	$ 85,482.00	$ 85,482.00	$ 85,482.00	$ 85,482.00	$ 427,410.00
Additional Work	$ 18,800.00	$ 18,800.00	$ 18,800.00	$ 18,800.00	$ 18,800.00	$ 94,000.00
Total	$ 104,282.00	$104,282.00	$104,282.00	$ 104,282.00	$ 104,282.00	$ 521,410.00

[1]Amount for the maintenance of the landscaped parkways and medians at the standard service level and landscaped maintenance of the paseo area at the every-other month, 6 times a year, service level.

[2]Dollar amounts are based upon presently known information and may change in the future for reasons including, but not limited to adding additional service area (water quality basins) or emergency work.

Staff is requesting the CSD Board authorize the City Manager to approve the Agreement and any future extensions or amendments, as well as associated purchase orders (P.O.) for the Agreement and all future amendments/extensions available, in accordance with the terms of the Agreement and subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the CSD Board and

demonstration by the Contractor of having provided satisfactory performance of the services, and both the CSD and the Contractor mutually agreeing to extend the Agreement.

ALTERNATIVES

1. Approve the Agreement for Project No. E-2/13-14 (Hidden Springs) Maintenance of Parkway, Median and Open Space Landscaping and Irrigation with Mariposa Landscapes, Inc., in the form attached hereto to provide for the continuation of landscape maintenance services of the parkways, medians and open areas of Zone E-2 (Hidden Springs); authorize the City Manager to execute said Agreement; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $104,282.00 ($85,482.00 for base services and $18,800.00 for additional work services); and authorize the City Manager to execute subsequent extensions or amendments to the Agreement including authorizing the associated P.O.s as may be required, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will ensure uninterrupted maintenance of the parkways, medians, and open space landscaped areas in Zone E-2.*

2. Do not approve the Agreement for Project No. E-2/13-14 (Hidden Springs) Maintenance of Parkway, Median and Open Space Landscaping and Irrigation with Mariposa Landscapes, Inc., in the form attached hereto; nor authorize the City Manager to execute said Agreement; nor authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $ 104,282.00 ($85,482.00 for base services and $18,800.00 for additional work services); and do not authorize the City Manager to execute subsequent extensions or amendments to the Agreement nor authorize associated P.O.s as may be required, in accordance with the terms of the Agreement. *By selecting this alternative, there will be an interruption in the maintenance of the parkways, medians and open space areas associated with Zone E-2 (Hidden Springs). This will cause landscaping to be deficient in receiving any level of landscape maintenance services and result in additional costs to obtain another contractor to provide these services with no guarantee that a more qualified contractor can be found at a better cost.*

FISCAL IMPACT

Administration and maintenance of Zone E-2 is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills. Revenue from the parcel charges collected for Zone E-2 may only be used for landscape maintenance services associated with the parkways, medians and open spaces in Zone E-2. **The costs for these maintenance services have been budgeted for in the coming fiscal year and are below approved amounts**. **These actions will not impact the City's General Fund.**

The following table represents the base service and additional work service costs of the Agreement for FY 2013/14.

Service Area	Contractor	GL Account	2013/14 Base Agreement Amount	Additional Work Agreement Amount	2013/14 Total Agreement Amount
Zone E-2	Mariposa Landscapes, Inc.	5013-30-79-25708-620910	$ 85,482.00	$ 18,800.00	$ 104,282.00
		Total	$ 85,482.00	$ 18,800.00	$ 104,282.00

CITY COUNCIL GOALS

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AN CLEANLINESS
By accepting the proposal of Mariposa Landscapes, Inc., the CSD Board will continue to promote community image, as well as neighborhood pride and cleanliness, while ensuring that these public facilities are being properly maintained.

SUMMARY

The actions before the City Council are to approve the Agreement for Project No. E-2/13-14 (Hidden Springs) Maintenance of Parkway, Median and Open Space Landscaping and Irrigation, authorize the City Manager to execute the Agreement for Project No. E-2/13-14 with Mariposa Landscapes, Inc., authorize the issuance of purchase orders for service in the NTE amount of $104,282.00 ($85,482.00 for base services and $18,800.00 for additional work) and authorize the City Manager to execute subsequent extensions or amendments to the Agreement including authority to authorize the associated P.O.s in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1: Vicinity Map – Zone E-2

Attachment 2: Proposal Recap Sheet

Attachment 3: Copy of Agreement

Attachment 4: Copy of Addendums 1 and 2

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace E. Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00208809

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-2 • Hidden Springs

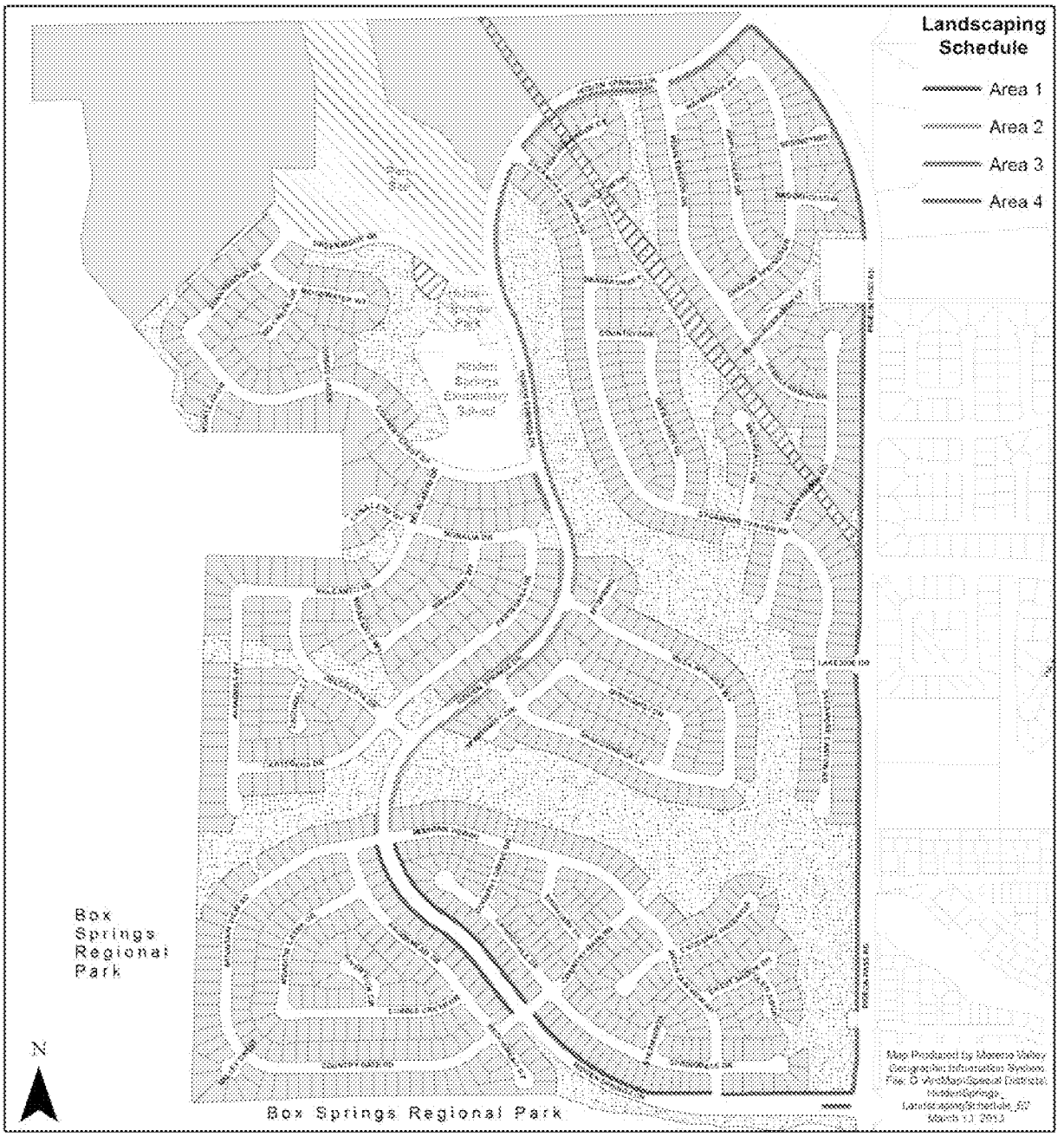

EMWD/SCE Easement

Landscaped Open Space *(Area abierta Ajardinada)*

Zone E-2 Properties *(Zona E-2 Propiedades)*

MORENO VALLEY

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MV00208811

RFP No. 12/13-10
Project No. E-2
Hidden Springs (E-2) Maintenance of Parkway, Median and Open Space Landscaping and Irrigation

Evaluation Recap Sheet

Vendor	Irrigation Markup	4 Week Parkways & Medians Service Total	Every-Other Month Paseo Service Total	Total Parkways & Paseos	Rating Panel (Total rating)	Ranking
Mariposa Landscapes, Inc.	15%	$52,525.44	$32,956.56	$85,482.00	233	1
Tropical Plaza Nursery, Inc.	15%	$62,712.00	$68,200.00	$130,912.00	229.5	2
Excel Landscape, Inc.	15%	$48,387.00	$47,648.04	$96,035.04	226	3
Merchants Landsape Services, Inc.	15%	$58,431.84	$23,823.96	$82,255.80	210.5	4
TruGreen Landcare	20%	$52,843.78	$62,339.52	$115,183.30	207	5
Marina Landscape, Inc.	15%	$17,136.00	$64,123.20	$81,259.20	184.5	6

Parkway Landscape Maintenance is at the Standard Service Level
Open Space (Paseo) is at a Modified Reduced Level (Every-Other Month)

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MV00208813

INDEPENDENT CONTRACTOR AGREEMENT

RFP NO. 12/13-10
PROJECT NO. E-2 /13-14
HIDDEN SPRINGS (E-2)
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name	Mariposa Landscapes, Inc.
Street Address	15529 Arrow Highway
Street Address	
City, State, Zip	Irwindale, CA 91706
Mailing Address	
(If same as Street Address,	Same as Above
write same or same as above)	
Business Phone (with area code)	(626) 960-0196
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	(909)429-2546
Fax Number	(626) 960-8477
Email Address	
Social Security Number	
Business License Number	16607
Federal Tax ID Number	95-4245898
Contractor's License Number & Classification	592268 , Class C-27, A C61/D49

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of work, responsibilities, requirements, provisions, and

additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contract Starting Date is July 1, 2013 and the Contract Ending Date is June 30, 2014. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will consider Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

A. Control of Work. Except for compliance with service schedules, general and technical provisions (which may also be referred to herein as specifications) and performance standards as provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with

the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Contract.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Moreno Valley Housing Authority (Housing Authority), and the Moreno Valley Community Services District (District), and the their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, Housing Authority's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, Housing Authority, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, Housing Authority, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Contract

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.
By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City's Risk Manager prior to the execution of this Contract. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, the Moreno Valley Community Services District, and, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the City of amendment or cancellation, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.

J. Termination.

1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.

2. The District may terminate this Contract without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

L. Restrictions on District / City Employees. The Contractor shall not employ any

District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor: 15529 Arrow Highway, Irwindale, CA 91706
[Mailing Address (Post Office Box, if applicable]
626-960-0196
[Telephone number]
626-960-8477
[Fax number]
jaimeg@mariposa-ca.com
[Email address]

With a copy to:
[Attorney for Contractor, if applicable]
[Street Address]
[Post Office Box, if applicable]
[City, State, Zip]
[Telephone number]
[Fax number]
[Email address]

To District (CSD): MORENO VALLEY COMMUNITY SERVICES DISTRICT
Financial & Management Services Department
Special Districts Division
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Sharon Sharp, Senior Management Analyst
Telephone number: 951.413.3480
Fax Number: 951.413.3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951.413.3036
Fax number: 951.413.3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor
By: _____	By: _____
Title: City Manager, acting in the capacity of District Manager to the Moreno Valley Community Services District	Title: (President or Vice President)
Date: _____	Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)
Date: _____

Affix Corporate Seal Below
(If applicable)

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On_____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
  - ❖ Securely attach this document to the signed docum

Item No. B.5

MV00208822

BOND NO. _____

PREMIUM $ _____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

RFP NO. 12/13-10
PROJECT NO. E-2 /13-14
HIDDEN SPRINGS (E-2)
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the Board of Directors of the Moreno Valley Community Services District, State of California, known as "CSD," has awarded to _____, as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as **PROJECT NO. E-2 /13-14**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of_____ dollars, ($_____), lawful money of the United States, to be paid to the said CSD or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. E-2 /13-14

BOND NO.

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO. _____

PREMIUM $ _____

LABOR AND MATERIALS BOND
(100% of Total Contract Amount)

RFP NO. 12/13-10
PROJECT NO. E-2 /13-14
HIDDEN SPRINGS (E-2)
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the board of Directors of the Moreno Valley Community Services District of the City of Moreno Valley, State of California, known as "CSD," has awarded to _____, as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement, whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as Project No. E-2 /13-14, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley Community Services District for the City of Moreno Valley, County of Riverside in the penal sum of_____ dollars, ($_____) (words and figures), lawful money of the United States, to be paid to said CSD or its certain attorney, successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Moreno Valley Community Services District, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the CSD and judgment is recovered, the Surety shall pay all costs incurred by the CSD in such suit, including reasonable attorney fees to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extensions of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

WITNESS our hands this _____day of _____, 20_____.

PRINCIPAL	SURETY
Name: _____	Name: _____
Address:_____	Address:_____
_____	_____
_____	_____
Telephone Number:_____	Telephone Number:_____
By: _____	By: _____
Title:_____	Title:_____
By: _____	By: _____
Title:_____	Title:_____

Approved as to form this _____ day of _____, 20___.

_____
City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor**.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).

The bond shall include the address at which the Principal (Contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

EXHIBIT A

RFP NO. 12/13-10
PROJECT NO. E-2 /13-14
HIDDEN SPRINGS (E-2)
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

1. GENERAL PROVISIONS - SCOPE OF WORK

A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council (Community Services District Board) establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 21, Project Location Map.

B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf, if applicable, groundcover, and shrub areas designated hereunder; regularly maintain and prune those portions of trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Chief Financial Officer/City Treasurer of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.

E. All work shall be performed in accordance with the General and Technical Provisions of this Contract and in accordance with an approved service schedule, as approved by the Director. Service schedules may be modified with 30 days advance written notice by the District.

2. GENERAL PROVISIONS - SCHEDULING OF WORK

A. The Contractor will adhere to the facilities, equipment and monthly and annual work schedules submitted as a part of the Contractor's RFP, and incorporated herein by this reference. These schedules, and any approved revisions thereto, will be used by the District as a basis for determining Contractor's satisfactory performance.

B. Revisions to facilities, equipment, or monthly and annual work schedules may not be implemented without the prior written approval of the Director. The Contractor is required to submit proposed revisions regarding facilities, equipment or monthly and annual work schedules in writing to the District at the address as set forth in the Independent Contractor Agreement, Section 3, paragraph N. at least ten (10) working days prior to commencing work per the proposed revisions.

C. Failure to submit proposed revisions concerning facilities, equipment, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations. Specialty type maintenance operations includes, but is not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

F. When inclement weather renders performance per the approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor is required to adjust his work force in order to accomplish those work items not affected by weather, and will contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-performance penalties per Exhibit C, Section 4.

G. For the purposes of this Contract, "Working Days" are Mondays through Thursdays, excluding holidays as provided herein. The hours of on-site maintenance service will be from 7:00 a.m. to 4:30 p.m., not including mobilization to or from work site, on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

3. GENERAL PROVISIONS - FUNCTIONS AND RESPONSIBILITIES

A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Exhibit G, Monthly Landscape Services Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears.

C. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

D. The Director may require the Contractor to attend meetings with the District field staff at some fixed interval to review the Contractor's operations, and schedule future work as may be ordered by the Director. Failure to attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.

E. The Contractor shall maintain an office at some fixed place, and be listed in the telephone directory in Contractor's own name or in the Contractor's company name. Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph ~~E~~ F. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

F. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by telephone, written email, written mailed correspondence or facsimile transmission. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at **<u>any</u>** time:

1. City Manager
2. Chief Fin. Officer/City Treasurer
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Street Maintenance Supervisor
7. Senior Landscape Services Inspector
8. Landscape Services Inspector
9. Landscape Irrigation Technician

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. GENERAL PROVISIONS - CONTRACTOR'S STAFF

A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.

C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.

D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements.

   Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. GENERAL PROVISIONS - EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

6. GENERAL PROVISIONS - COMPLAINTS

A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.

B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B.

C. In addition to the provisions of Section 6., paragraph A. in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. GENERAL PROVISIONS - SAFETY

A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

   Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2009 (or most current revised version) California Supplement".

   Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

   The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Exhibit A, Section 3, paragraph J of the Contract Agreement.

8. USE OF CHEMICALS

A. Before the beginning of the Contract period, the Contractor is required to submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS) of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.

B. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Financial & Management Services Department of the City of Moreno Valley.

D. Contractor shall report all fertilizers and pesticides used in the performance of the work as an element of Contractor's Monthly Report, as set forth in Exhibit A, Section 3, paragraph B. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City of Moreno Valley (City) and/or the City of Moreno Valley Community Services District (District). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the City and District that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments;

employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Financial & Management Services Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.

B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars ($25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Driver, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL PROVISIONS

A. TURF CARE (IF APPLICABLE)

1. All turf areas shall be mowed, edged, and trimmed per the Frequency of Service Table, as set forth in Exhibit E. Should weather and/or site conditions preclude the normally scheduled frequency of this service during any month, or portion thereof, the maintenance schedule shall be modified at the discretion and approval of the Director.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Provisions - Fertilization, Section 18.

13. Pest control: See Technical Provisions - Pesticide Use, Section 19.

14. Aeration:

    (a) All turf areas shall be aerated per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise directed by the Director;

(b) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

(c) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

(d) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

(e) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions – Fertilization, Section 18.

15. Renovation/thatching and additional areation operations are to be considered Additional Work, per Exhibit C., Section 2.

16. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Trees shall be pruned at any time in order to:

(a) Remove dead, diseased, or damaged branches;

(b) Remove unwanted encroachments into public and/or utility rights-of-way;

(c) Correct any condition which the Director has deemed to be hazardous.

5. Portions of trees up to eighteen feet (18') in height shall:

   (a) Be pruned to enable successful adaptation to their particular site situation;

   (b) Have no more than one-third (1/3) of living branches removed annually;

   (c) Be fertilized only as directed by District field staff.

6. Portions of trees over eighteen feet (18') in height shall:

   (a) Be inspected annually;

   (b) Pruned and/or trimmed as necessary to maintain proper site orientation;

   (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

   (d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall <u>not</u> be allowed:

   (a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

   (c) Use of pruning paint/pruning compound/wound dressing;

   (d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Provisions – Pesticide Use, Section 19.

13. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Shrubs shall be pruned and/or trimmed per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise directed by the Director, in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned in a manner that will:

   (a) Enable successful adaptation to their particular site situation;

   (b) Follow the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

6. Pruning tools must:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices are not allowed:

   (a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") will be done only when authorized by the Director on a site-specific basis.

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

   (c) Use of pruning paint/pruning compound/wound dressing.

8. Fertilization: See Technical Provisions - Fertilization, Section 18.

9. Pest control: See Technical Provisions –Pesticide Use, Section 19.

10. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Technical Provisions, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed per the Frequency of Service Table, as set forth in Exhibit E , unless otherwise directed by the Director in order to:

   (a) Remove dead, diseased, or damaged branches/crowns;

   (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

   (c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

   (a) To enable successful adaptation to their particular site situation;

   (b) In accordance with accepted practices for the particular species in question;

5. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Provisions - Fertilization, Section 18.

8. Pest control: See Technical Provisions –Pesticide Use, Section 19.

9. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

E. WEED CONTROL

1. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

2. Weed control shall be addressed per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise directed by the Director.

3. Chemical weed control: See Technical Provisions – Pesticide Use, Section 19.

4. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.

5. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

6. Failure to adhere to the specifications of this section of the Technical Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. Said maintenance shall include, but not be limited to: visual and operational inspections; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

3. For the purposes of this section, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

   (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage;

   (b) Be turned off during periods of rainfall, or as directed by District field staff;

   (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

   (a) Be operated only when Contractor's personnel are present on site;

   (b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;

(c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. Debris/litter control shall be provided per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise stated herein this Section and/or as directed by the Director.

2. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

3. Contractor shall remove from both planted areas and adjacent hardscapes/walkways the following items, which include but are not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by the Contractor before the close of business the working day following notification of this condition.

4. All hardscape areas that include, but are not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

5. The Contractor shall dispose of all debris and litter, as described in paragraphs 1 and 2 above, off-site, and in a legal manner.

6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices such as, televisions, computers and computer monitors; firearms, ammunition or other appliances. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

7. Failure to adhere to the specifications of this section of the Technical Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in the performance of contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in the course of the performing the contract's Scope of Work services at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report, (see Exhibit I), per The Frequency of Service Table as an element of Contractor's Monthly Reporting requirements, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

18. TECHNICAL PROVISIONS - FERTILIZER

A. TURF FERTILIZATION (IF APPLICABLE)

1. Per the Technical Provisions, Exhibit A, Section 17, No. 14, e. f., a humus base fertilizer shall be applied to turf areas in accordance with Table I, below. At the discretion and request of the Director additional applications at the pricing terms as listed in the additional work section of Scheduled II may be provided. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs
OCT	1	22-5-5*	1.25	5.7 lbs

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See the following section on fertilizers.

**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See the following sections, below, regarding fertilizers.

2. Humus base fertilizers to be applied by drop spreader only.

3. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Exhibit A, Section 8. – Use of Chemicals. Any changes to said list shall be reported per Exhibit A, Section 8. – Use of Chemicals.

6. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. The Specifications contained in this Section 18,B. do not apply to the Open Space Areas (Paseos).

2. All shrubs and ground covers shall be fertilized per the Frequency of Service Table, as set forth in Exhibit E. Table II, below provides the standard fertilization guidelines, however the frequency of the application shall comply with the application frequency rates as identified in the Frequency of Service Table, as set forth in Exhibit E. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

3. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

4. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Exhibit A, Section 8. – Use of Chemicals. Any changes to said list shall be reported per Exhibit A, Section 8. – Use of Chemicals.

5. Written notification is required to Director five (5) working days prior to fertilizer application.

6. For fertilizer application reporting specifications, see Exhibit A, Section 3 – Functions and Responsibilities and Exhibit A, Section 8. – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per, Exhibit A Section 8. – Use of Chemicals. Any changes to said list shall be reported per Exhibit A, Section 8. – Use of Chemicals.

4. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Exhibit A, Section 3 – Functions and Responsibilities and Exhibit A, Section 8. – Use of Chemicals.

19. TECHNICAL PROVISIONS – PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.

3. All pesticide applications shall be applied as directed by the Director.

4. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

5. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Exhibit A, Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Exhibit A, Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a

copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. For pesticide application reporting specifications, see Exhibit A, Section 3 – Functions and Responsibilities and Exhibit A, Section 8. – Use of Chemicals.

3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice a year, as determined by the Director.

   (b) Appropriate chemical control must be used on the following weeds.

   Bermuda Grass
   Kikuyu Grass
   Nutsedge
   Field Bindweed
   Spurge

   The aforementioned list is inclusive; other species may be added by the Director as necessary

   (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

   (a) Snails shall be controlled on a regular basis on the following plant species:

   Agapanthus africanus
   Aptenia sp.
   Gazania sp.
   Hemerocallis sp.

   (b) Snails shall be controlled on an as needed basis on all other plant material.

   (c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

   (a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

   (b) The Director may require all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

   (c) The Director may require all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

   (d) The Director may require all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

   (e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA (IF APPLICABLE)

1. Weed Control

(a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Insect and Disease Control

(a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

20. OPEN SPACE AREA (PASEO) PROVISIONS – E-2 HIDDEN SPRINGS

E. GENERAL GUIDELINES

1. The following provisions are intended to address routine maintenance of the open area (paseos) located within and throughout the residential community of Hidden Springs (E-2). Should a conflict between these Special Provisions as outlined herein and the preceding Specification Sections of this document, these Special Provisions shall prevail regarding maintenance of the open area (paseos) located within and throughout Hidden Springs (E-2). These Special Provisions DO NOT APPLY to the landscaped parkway and median areas of Hidden Springs (E-2).

   (a) All open space areas shall be maintained in a condition free of unwanted plant species, as determined by the Director.

   (b) Non-woody plants, such as grasses and annual forbs shall be trimmed to a height of twenty-four (24) inches or lower at a frequency of no less than one (1) time per year, as determined by the Director.

   (c) Woody slope plantings shall be maintained in a manner that minimizes the accumulation of dead wood. This shall be accomplished by means of periodic trimming, pruning, and/or roguing, as determined by the Director.

   (d) A band of bare soil, twenty-four (24) inches in width shall be maintained per the Frequency of Service Table wherever Open Space (Paseo) areas abut residential parcels.

   (e) Newly planted and/or established tree and woody shrub plantings shall receive irrigation adequate to maintain soil moisture and plant vigor; in no case shall the interval between irrigations be greater than once per week. This work may require the use of a water tanker. Contractor shall be liable for replacement of any new or establishing plan materials lost due to Contractor's negligence, as determined by Director.

(f) Watering basins for newly planted and/or establishing tree and woody shrub plantings shall be continuously maintained and kept free of unwanted plant species until properly established, as determined by the Director.

(g) All areas damaged by erosion shall be immediately repaired to the originally intended condition and soil. Contractor shall be liable for the cost of repairing all erosion damage caused by Contractor's negligence.

(h) All areas damaged by rodent burrowings shall be immediately repaired to the originally intended condition and soil.

(i) All catch basins, drain lines, brow ditches, and lower slope swale areas shall at all times be kept clean and clear for proper drainage.

(j) Minimum flow channels shall be maintained in a manner that assures unimpeded flow of nuisance water per limits of design intent. This work may require periodic thinning/rouging of existing riparian plans, as determined by Director.

21. PROJECT LOCATION MAPS

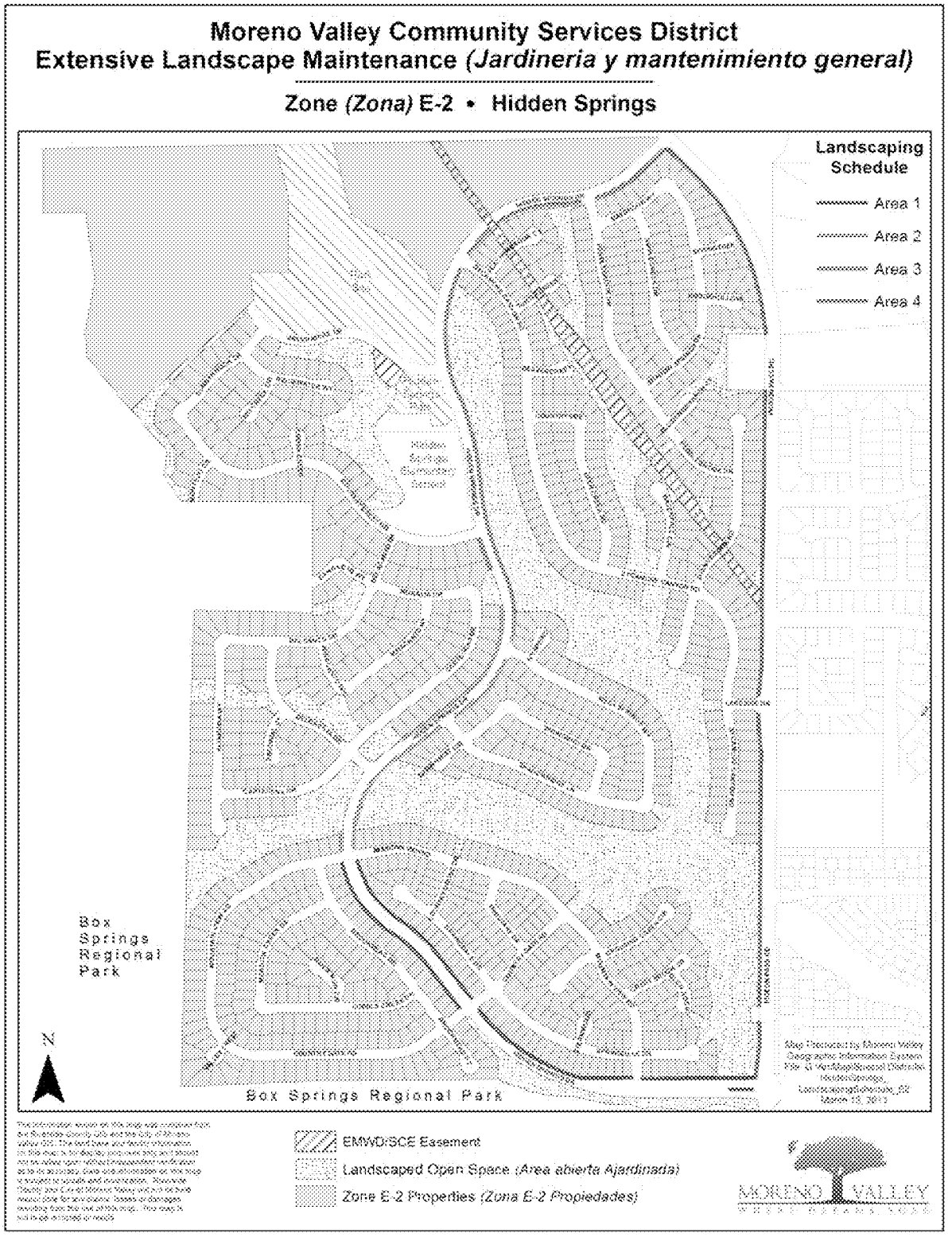

EXHIBIT B: District Responsibilities

RFP NO. 12/13-10
PROJECT NO. E-2 /13-14
HIDDEN SPRINGS (E-2)
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

1. CONTRACT SUPERVISION

A. The Contract shall be administered on behalf of the Chief Financial Officer/City Treasurer of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.

B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C: Payment Terms

RFP NO. 12/13-10
PROJECT NO. E-2 /13-14
HIDDEN SPRINGS (E-2)
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

1. CONTRACTOR'S COMPENSATION

A. The Contractor will be paid monthly per site based upon successful performance of the maintenance services provided in accordance with an approved service schedule for each area/site and in compliance with the terms and provisions of this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports of the following: 1) Maintenance performed, 2) Greenwaste, 3) Complaints received, 3) Hazards noted, and 4) Chemicals used in the prior month, along with 5) A detailed invoice for services in accordance with the Contract price for the work performed, which shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved.

The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to 951.413.3073.

Copies of invoices and reports will be submitted to the Special Districts Division of the Financial and Management Services ~~Public Works~~ Department at specialdistricts@moval.org. Calls may also be directed to the Special Districts Division at 951.413.3480.

B. The Contractor will obtain and keep current during the term of this Contract, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at http://www.moval.org/do_biz/biz-license.shtml.

C. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of seven thousand one hundred and twenty-three and 50/100 ($7,123.50) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed eighty-five thousand four hundred eighty-two and 00/100 dollars and 00/100 ($85,482.00), except as provided for in Section 2 below.

D. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be

completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall_forms.shtml#bf.

E. The minimum information required on all invoices includes:

1. Vendor Name, Mailing Address and Phone Number

2. Invoice Date

3. Vendor Invoice Number

4. City – provided Reference Number (Project No. and Title)

5. Detailed work hours by class title (e.g. Manager, Technician or Specialist), services performed, and rates, explicit portion of a contract amount or detailed billing information is sufficient to justify the invoice amount: single or lump sum amounts without detail are not acceptable.

F. The City shall pay the Contractor for all invoiced and authorized maintenance services within thirty (30) days of receipt of invoice for the same.

G. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2, paragraph C. herein this Exhibit, in addition to the work set forth in Exhibit A, General Provisions - Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Schedule II, Section B & C or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2, paragraph B. below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage

to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the

District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in Exhibit E, Schedule II , shall be prorated from the day the Contractor commences work on the additional areas.

D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Schedule II, Section D. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).

E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of eighteen thousand eight hundred and 00/100 dollars ($18,800.00) for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

A. Work required in the General or Technical Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or

reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, telephone, facsimile transmission or in writing.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the District to allow for explanations.

EXHIBIT D: Term of Contract

RFP NO. 12/13-10
PROJECT NO. E-2 /13-14
HIDDEN SPRINGS (E-2)
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

1. TERM OF CONTRACT

A. Following approval by both parties, the Contract will commence on July 1, 2013, and shall terminate June 30, 2014 (12) months thereafter.

B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.

C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.

E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

RFP NO. 12/13-10
PROJECT NO. E-2 /13-14
HIDDEN SPRINGS (E-2)
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

I: SCHEDULE I – VENDOR INFORMATION

A. COMPANY NAME: Mariposa Landscapes, Inc.

TYPE
- Sole proprietor _____
- Partnership _____
- Corporation X

B. COMPANY ADDRESS (STREET) 15529 Arrow Highway

(CITY, STATE, ZIP) Irwindale, CA 91706

C. COMPANY ADDRESS (MAILING) 15529 Arrow Highway

(CITY, STATE, ZIP) Irwindale, CA 91706

D. BUSINESS PHONE NUMBER(with area code) 626-960-0196

E. SATELLITE OFFICE ADDRESS (if applicable):
11093 Almond Ave, Fontana, CA 92337

F. SATELLITE OFFICE PHONE NUMBER 909-429-2546

G. CONTRACTOR'S LICENSING INFORMATION:

1. LICENSE NUMBER/CLASSIFICATION/NAME STYLE:
Lic. No. 592268, Class C-27, A, C61/D49
2. NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 23 years
3. LICENSE EXPIRATION DATE: 4/30/14
4. CURRENT LICENSE STATUS: Active
5. PRIOR ACTIONS AGAINST THIS LICENSE? Yes / (No)
6. IF YES, LIST CITATION TYPE AND HOW RESOLVED:
N/A

H. .COMPANY'S FEDERAL IDENTIFICATION NO.: 95-4245898

I. NAME AND TITLE(s) OF COMPANY OFFICERS:

Terry Noriega, President
Antonio Valenzuela, Secretary

J. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES: 32 years

K. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 32 years

L. CURRENT LANDSCAPE MAINTENANCE OPERATIONS

THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED IN ANSWER TO THIS QUESTION (QUESTION L.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

TOTAL NUMBER OF LANDSCAPE MAINTENANCE CONTRACTS: 70

PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 65%

TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: $15,000,000.00

1. NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS: 11	AVERAGE WAGE SCALE: $65.00 /Hr.*
TECHNICIANS: 55	AVERAGE WAGE SCALE: $45.00 /Hr.*
FOREMEN: 77	AVERAGE WAGE SCALE: $35.00 /Hr.*
LABORERS: 157	AVERAGE WAGE SCALE: $30.00 /Hr.*

*Use the fully burdened rate (i.e., taxes, insurance, benefits, OH &P) - This is a prevailing wage project.

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

A. MOTOR VEHICLES

- TYPE: Dump Truck NUMBER: 4
- TYPE: Pick Up Truck NUMBER: 53
- TYPE: Stake NUMBER: 53
- TYPE: Sweeper NUMBER: 1

B POWER EQUIPMENT

- TYPE: Mowers NUMBER: 78
- TYPE: Weed Eaters NUMBER: 118
- TYPE: Blowers NUMBER: 101
- TYPE: Edgers NUMBER: 47

II: REFERENCES

Attach Responses to this question on additional sheets – One sheet per reference

A. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.

B. REFERENCE RESPONSES MUST INCLUDE:

1. NAME AND ADDRESS OF AGENCY;
2. NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
3. CONTRACT NAME(S) / NUMBER(S);
4. ANNUAL CONTRACT AMOUNT(S);
5. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
6. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
6. LENGTH OF CONTRACT(S).

C. **THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:**

1. How many (number) of contracts and years under contract?
2. What are/were the Scope of the contract(s), acreage amounts, location(s)?
3. What are/were the Contract amount(s)?
4. Do/did they have adequate (quantity/quality) staffing?
5. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
6. Does staff have the ability to comprehend/speak English?
7. How are/were the appearance, uniforms, and use of safety equipment?
8. Do/did they have availability of additional personnel for extra work/special projects?
9. Is/was the equipment used in good working order?
10. Do/did they have an effective in-company communications system?
11. How is/was the knowledge of project/contract standards?
12. Do/did they have the ability to respond to complaints/requests in a timely fashion?

II: REFERENCES

Name:	Exposition Park
Address:	700 State Drive Los Angeles, CA 90037
Contact:	Seana Campos, Manager
Phone:	213-744-7454
Contract Amount:	$547,246.00 year
Acreage:	40 Acres
Locations:	Provides grounds and landscape service for Exposition Park
Length of Contract:	2008-Current

15529 ARROW HIGHWAY, IRWINDALE, CA 91706
CA. LANDSCAPE CONTRACTORS LICENSE NO. 592268
TEL. 626 • 960 • 0196 FAX 626 • 960 • 8477

Name:	Rancho Cucamonga
Address:	9153 9th Street Rancho Cucamonga, CA 91730
Contact:	Steve Relph, Supervisor
Phone:	909-477-2730 x4116
Fax:	909-477-2732
Contract Amount:	$1,164,213.00 year
Acreage:	124 Acres
Locations:	Various Locations – all medians in the city
Length of Contract:	1989-Current

Name:	City of Placentia
Address:	401 E. Chapman Ave. Placentia, CA 92870
Contact:	Joe Najera, Supervisor
Phone:	714-238-2422
Contract Amount:	$769,975.00 year
Acreage:	100 Acres
Locations:	Various locations throughout the city
Length of Contract:	1993-Current

13. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
14. How accurate & timely is/was billing/invoicing?
15. Have Contract(s) been successfully completed to term?
16. Would you accept future proposals/bids from this company?

III: PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

A. **Facilities** – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

Mariposa Landscapes, Inc.
11093 Almond Ave
Fontana, CA 92337

Mariposa Landscapes, Inc.
15529 Arrow Highway
Irwindale, CA 91706

B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full and comprehensive response.

1. Equipment:

Weedeater (S)
Backpack blowers (S)
Various hand tools (S)

2. Motor Vehicles:

3/4 ton full size pick up (S)
3/4 ton full size ext. cab pickup (S)
3/4 ton full size irrigation truck (S)
utility trailer (S)

3. Turf Maintenance Power Equipment/Tools:

N/A

4. **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**
(List both powered and hand equipment/tools)

Hedgetrimmer
Stick hedgetrimmer
Pole Saw
Hand Pruner
lopers
Rakes
Brulaps

5. **Irrigation System Maintenance Equipment:**
(List both powered and hand equipment/tools)

Shovels (various)
picks
pipe cutter
pipe wrenches (various)
screw drivers (various)
volt meter
wire tracer
hand held remote
pliers

6. **Fertilizer Application Equipment:**
(List both powered and hand equipment/tools)

walk behind broadcast spreader
hand held broadcast spreader

7. **Pesticide Application Equipment:**
(List both powered and hand equipment/tools)

backpack spayer
100 gallon spray tank (if necessary)

C. **Staff**: - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**
(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

Luis Valenzuela-Maintenance Division Manager, CLT, QAC, Arborist (aslo refer to attached resume
Jaime Garcia-Maintenance Supervisor-QAC (also refer to attached resume)
Forman-to be assigned upon award of contract
Irrigator-to be assigned upon award of contract
Laborer 1-to be assigned upon award of contract
Laborer 2-to be assigned upon award of contract (subject to change or modify)

2. **Tree Trimming/Maintenance:**
(List any ISA or equivalent certified personnel)

Tasks to be performed by Assigned Routine Crew

3. **Irrigation System Maintenance:**
(List technical personnel – include any relevant education, certification, licensing information for each person listed)

Irrigator to be assigned upon award of contract

4. **Pesticide Application:**
(List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.)

Tasks to be performed by Assigned Routine Crew.

IV: PROPOSED PROJECT WORK SCHEDULES

Pages 73-76 contain blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed scheduled for performing the services as describe in Exhibit A. For those services listed under the Technical Provisions found in Exhibit A, Sections 17, A., C., D., E., and G.; 18 A. and B.; and 19 C. 1 (a), refer to the FREQUENCY OF SERVICE TABLE located in Exhibit E, Section V., A Parkways and Medians for **Service Schedule Level 1**, and B Open Spaces (Paseos) **for Service Level 4** on page 77. Use additional sheets as necessary to provide a full and comprehensive response on each of the schedule sheets.

If selected, the awarded Contractor will provide the CSD, within 30 days after contract execution, a mapped work schedule for E-2. Sample mapped work schedules have been provided for reference.

A. MONTHLY SCHEDULE SHEET

1. List all tasks specified to be performed on a weekly or monthly basis for the E-2 area in the box corresponding to the day of the week/month the work is proposed to be performed.

2. Be sure to include administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

B. ANNUAL SCHEDULE SHEET

1. List all tasks specified to be performed for the E-2 area~~s~~ at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which the work is proposed to be performed.

2. Be sure to include any administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

E-2 MONTHLY SCHEDULE SHEET

PARKWAYS – SERVICE SCHEDULE LEVEL 1

OPEN SPACE (PASAEOS) – SERVICE SCHEDULE LEVEL 4

PROPOSED PROJECT WORK SCHEDULES

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 -Debris/litter (partial) -Shrub & GC care (partial) -Weed control (partial) -Irrigation inspect/ adjust -Reports	-Debris/litter (partial) -Shrub & GC care (partial) -Weed control (partial) -Irrigation inspect/ adjust -Reports	NO WORK	NO WORK	NO WORK
WEEK #2 Same as above	Same as above	Same as above	Same as above	Same as above
WEEK #3 Same as above	Same as above	Same as above	Same as above	Same as above
WEEK #4 Same as above	Same as above	Same as above	Same as above	Same as above

E-2 ANNUAL SCHEDULE SHEET

PARKWAYS – SERVICE SCHEDULE LEVEL 1
OPEN SPACE (PASAEOS) – SERVICE SCHEDULE LEVEL 4
PROPOSED PROJECT WORK SCHEDULES

JANUARY Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	**FEBRUARY** Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	**MARCH** Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Pre-emergent Reports
APRIL Routine Maint. Tree,Shrub & GC Care (as necessary) Fertilize shrubs & GC w/ 23-5-10 Reports	**MAY** Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	**JUNE** Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Reports
JULY Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	**AUGUST** Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	**SEPTEMBER** Routine Maint. Tree,Shrub & GC Care (as necessary) Fertilize shrubs & GC w/ 23-5-10 Pre-emergent Reports
OCTOBER Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	**NOVEMBER** Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	**DECEMBER** Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Reports

V: FREQUENCY OF SERVICE TABLES

A. PARKWAYS AND MEDIANS

Service Type	Service Schedule Level 1 (4 Week)	Service Schedule Level 2 (8 Week)	Service Schedule Level 3 (12 Week)
17.A. Turf Care[1]			
Mow/edge/trim	Weekly	Every other week	Every other week
Aeration	Bi-annually (Spring & Fall)	Bi-annually (Spring & Fall)	Annually (Spring)
17.C. Shrub Care			
Prune/trim	Monthly	6x's per year	4x's per year
17.D. Ground Cover			
Prune/trim	Monthly	6x's per year	4x's per year
17.F. 2. Irrigation	Weekly	Weekly	Weekly
17.E. Weed Control			
Weed control	Monthly	6x's per year	4x's per year
17.G. Debris/Litter			
Debris/Litter removal	Weekly	Every other week	Monthly
18.A. Turf Fertilization[1]	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)
18.B. Shrub/Ground Cover Fertilization	2x's per year (April & Sept.)	2x's per year (April & Sept.)	1x per year (April)
19. C. 1. (a) Pre-Emergent Ground covers, shrubs & trees - Pesticide usage criteria[2]	2x's per year (Spring & Fall)	2x's per year (Spring & Fall)	2x's per year (Spring & Fall)
Exhibits G & I Reports	Monthly	Monthly	Monthly
Exhibit H Report	Weekly	Weekly	Weekly

[1]As of the preparation of this Contract, no Turf areas are located within the E-2 Hidden Springs community. This Specification is consistent with CSD landscaped service areas having Turf. Should E-2 add and/or remediate parkway or median locations to include Turf this Specification shall apply.

[2] Specification of month to be approved by Director in advance of application.

B. OPEN SPACE (PASEOS)

Service Schedule Levels	Service Type
Level 1 - (Monthly)	Monthly Maintenance includes: ▪ Weekly irrigation monitoring. ▪ Monthly - Shrub trimming and clearing from trails and fences. ▪ Monthly - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One annual weed abatement.
Level 2 - (Every Other Month)	Every Other Month Mainteance includes: ▪ Monthly irrigation monitoring. ▪ Every Other Month - Shrub trimming and clearance from trails and fences. ▪ Every Other Month - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One Annual weed abatement.
Level 3 - (Quarterly)	Quarterly Maintenance includes: ▪ Monthly irrigation monitoring. ▪ Quarterly - Shrub trimming and clearing from trails and fences. ▪ Quarterly - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One Annual weed abatement.
Level 4 - (Annually)	Annual Maintenance includes: ▪ Monthly irrigation monitoring. ▪ Annual - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One Annual weed abatement.

FREQUENCY OF SERVICE TABLES (continued)

(Sign here) _____

By signing, I hereby acknowledge review of the aforementioned Frequency of Services and have incorporated reference of the frequencies in the Bid Schedule, including the Optional Bid Schedule, and the proposed monthly and annual schedule sheets for the services to be provided consistent with the terms of this Contract.

SAMPLE SERVICE SCHEDULES

A. E-2 - 4 WEEK ROTATION (Service Schedule Level 1)

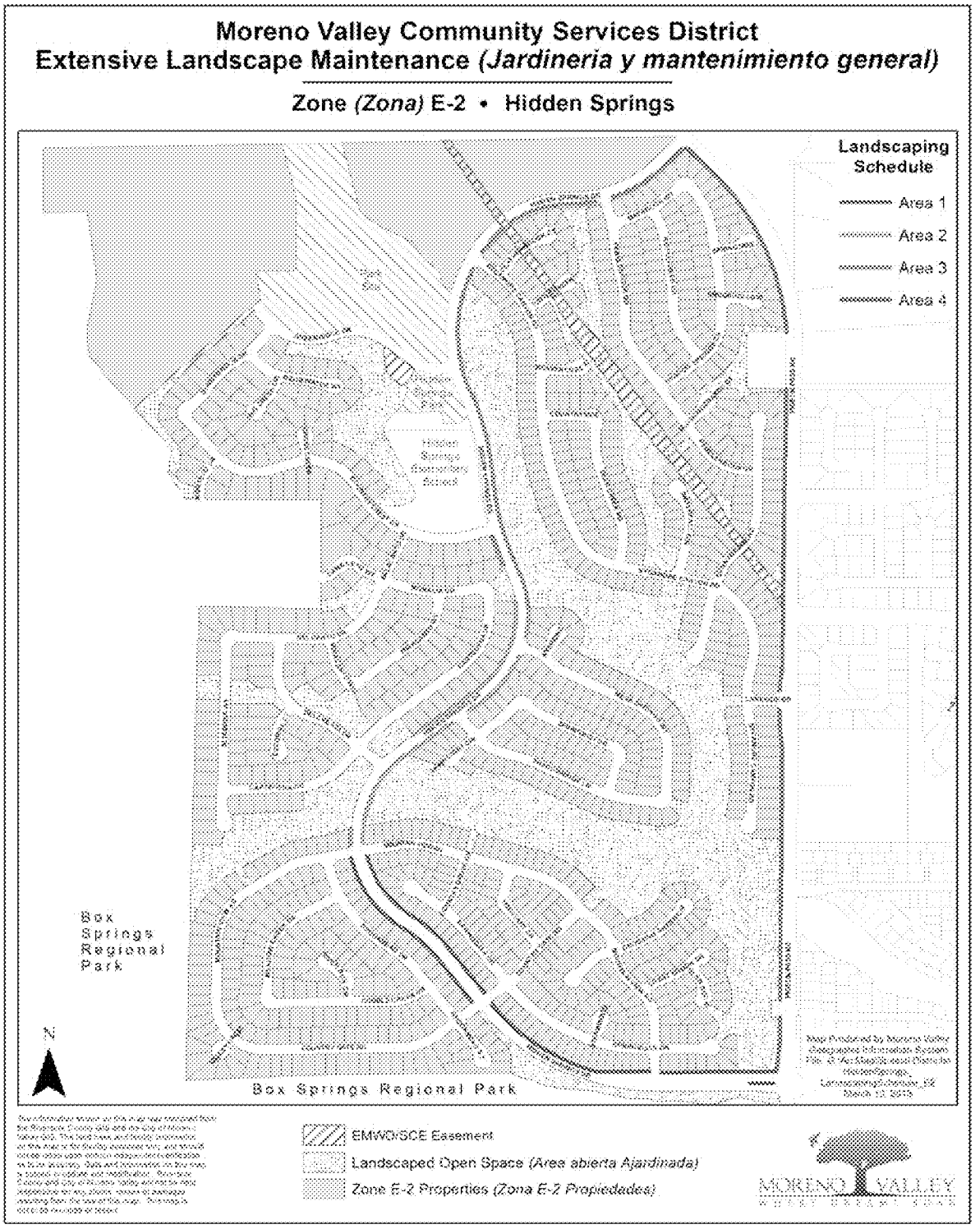

B. E-2 - 8 WEEK ROTATION (Service Schedule Level 2)

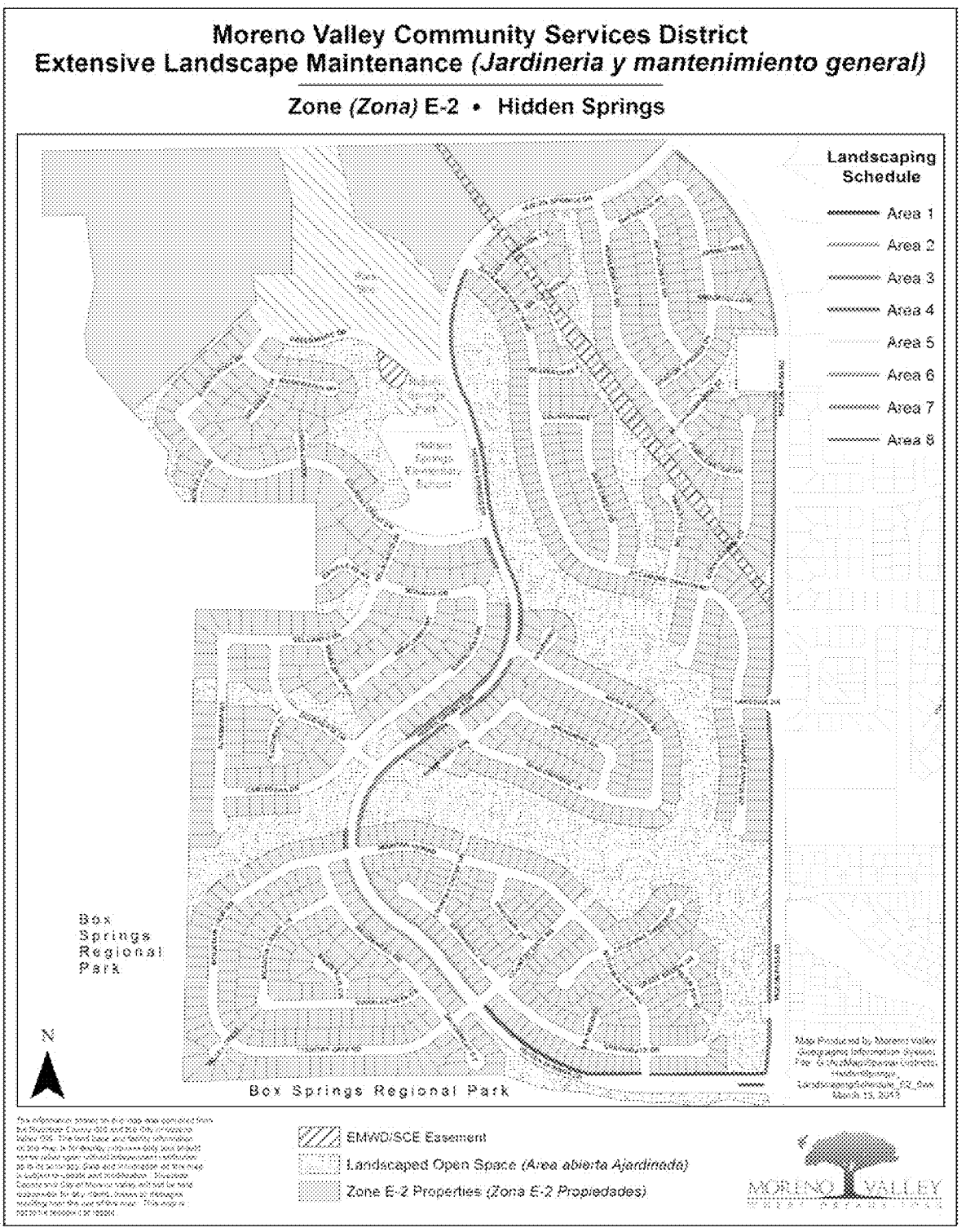

C. E-2 - 12 WEEK ROTATION (Service Schedule Level 3)

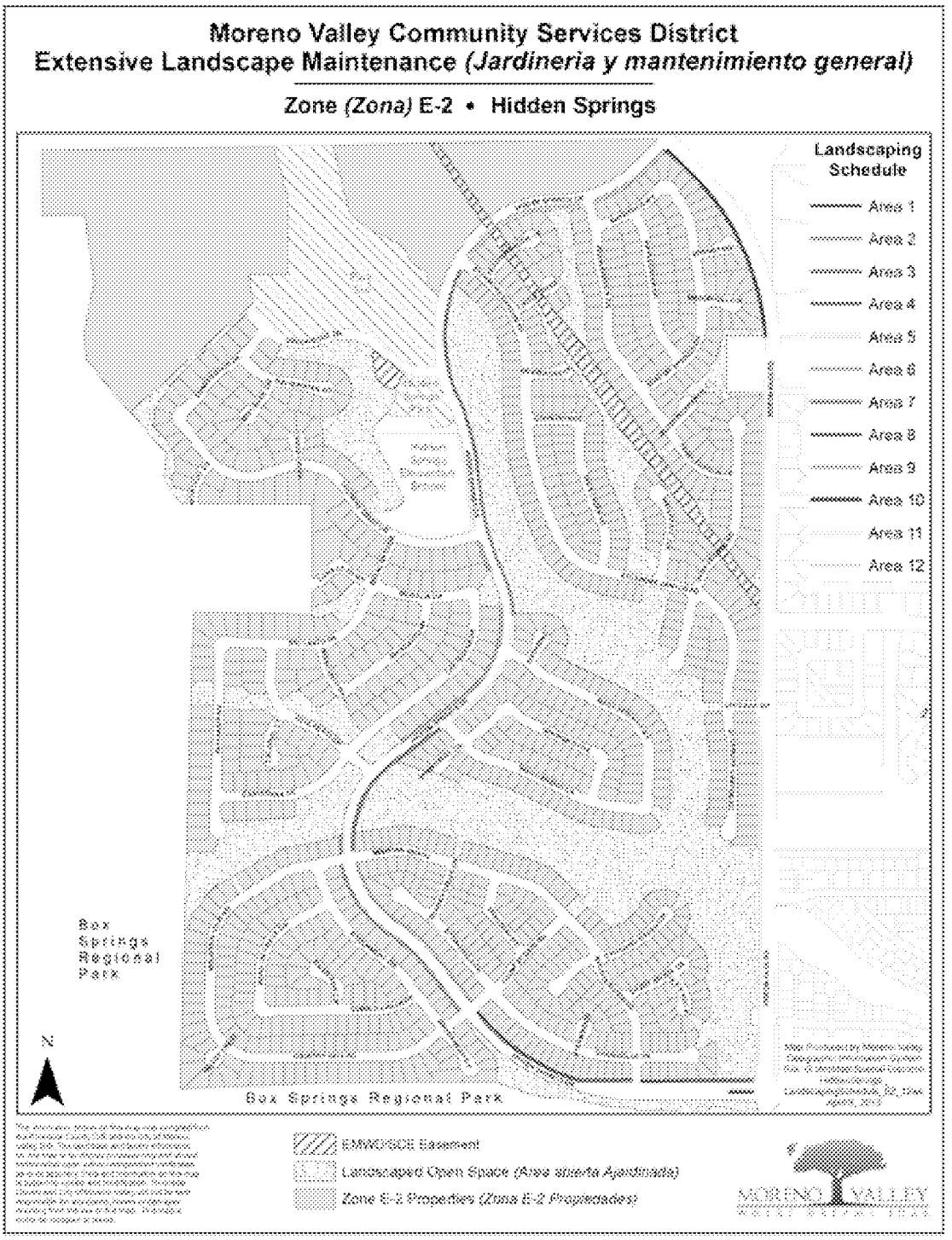

VII. PROPOSED ANNUAL MATERIAL SCHEDULE

A. Fertilizers:

List the fertilizers to be furnished to execute work tasks specified in Exhibit A. Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
23-5-10	2,000 lbs	$2,048.00
Misc	1 lump sum	$150.00

B. Pesticides:

List pesticides to be furnished to execute work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Glyphosate	7 gallons	$274.00
Pre-emergent	4 gallons	$308.00
Fumitoxin	6 flasks	$336.00
Misc chemicals	1 lump sum	$150.00

VIII. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

A. Communications:

The General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Scope of Services specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

All communications will be routed through our main office and dispatch center in Irwindale. A 24-hour "800" number will be provided to the City of Moreno Valley and will use all of the current communication methods such as two way radios, and cellular phones.
The Supervisor responsible for the crew and foreman performing the work is in daily communication with the foreman personally or by cellular phone, or radio communications to insure that the schedule of work operations is followed in strict accordance to the guidelines of the contact. Furthermore, the Supervisor routinely inspects the job site by walking it with his foreman or crew, identifying areas of concern and keeping the Branch Manager in charge of landscape maintenance operations informed as to the condition of the sites in question. All work not in compliance in the opinion of the Supervisor will be addressed immediately through specific instructions to the foreman and crew to perform the corrective work. Our office is open for communications from 5:30am to 4:30pm, Monday-Friday and we are available 24 hours a day through the answering service to address emergency call outs. We have a full support staff of mechanics that can respond to emergencies immediately and a depth of replacement equipment that will allow us to stay consistent with our schedules.

B. Traffic Safety:

The General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

We pride ourselves in safety. Our company's goal is to have no work-related injuries. Mariposa strongly believes that a clean, safe and healthy environment should be provided for all employees. Every reasonable precaution is taken to provide all employees with a safe place to work including on job locations.
Mariposa periodically conduct training for various safety topics and issues, from defensive driving to driving in wet/icy weather.
Our company follow the WATCH manual when it comes to conducting traffic control on projects in traffic areas. Mariposa also conducts periodic training on the WATCH manual.
Mariposa owns and utilize arrow boards, delineators, cones, signs and any other necessary traffic control equipment (as necessary).

C. Greenwaste Recycling:

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

Mariposa Landscapes, Inc. uses effort to initiate "green" environment and energy conservation. Our company has a recycling program for green waste and paper products. We implement this program at our local offices and at all the job sites.

Mariposa will provide the City of Moreno Valley any documentation necessary to meet the mandate such as receipts and any other documentation.
For this project site, one potential location to take the greenwaste is:

Robert A. Nelson Transfer Station
1830 Agua Mansa Road
Riverside, CA 92509
(951) 786-0655

IX. LIST OF SUBCONTRACTORS

A. SUBCONTRACTORS:

In compliance with the provisions of Government Code, Section 4102, the undersigned Proposer sets forth the name and location (address) of the place of business of each subcontractor who will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
None		

X. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE _____

PRINTED NAME Terry Noriega

TITLE President

COMPANY NAME Mariposa Landscapes, Inc.

DATE May 8, 2013

XI. PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the Moreno Valley Community Services District and Mariposa Landscapes, Inc., and further, the aforesaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind Mariposa Landscapes, Inc. to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT (PRINTED), SIGNED AND DATED

SIGNATURE _____

NAME Terry Noriega

TITLE President

COMPANY NAME Mariposa Landscapes, Inc.

DATE May 8, 2013

I. SCHEDULE II

BID SCHEDULE

PROPOSER: ~~Mariposa Landscapes, Inc.~~
(Company Name)

A. SERVICE SCHEDULES:

1. E-2 (Hidden Springs) ~~& E-16 (Shadow Mountain)~~ Parkways & Medians - Current Service – Level 1

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 LANDSCAPED PARKWAYS & MEDIANS	Planter:265,280 sq. ft.	0.0165 $	4,377.12 $	52,525.44 $
~~E-16 LANDSCAPED PARKWAYS & MEDIANS~~	~~Planter:118,002 sq. ft.~~	$	$	$
PARKWAYS & MEDIANS TOTAL		0.0165 $	4,377.12 $	52,525.44 $

2. E-2 (Hidden Springs) Open Space (Paseos) - Current Service –Service – Level ~~1~~ 2

~~SITE~~	~~ESTIMATED AREA (sq. footage)~~	~~COST PER SQ. FT. PER OCCURRENCE~~	~~COST PER MONTH~~	~~COST PER TWELVE MONTHS~~
~~E-2 OPEN SPACE (PASEOS)~~	~~Planter:3,308,892 sq. ft.~~	0.00083 $	2,746.38 $	32,956.56 $
~~OPEN SPACE (PASEOS)TOTAL~~		$	$	$

~~E-2 & E-16 Landscaped Parkways & Medians and E-2 Open Space (Paseos) TOTAL AMOUNT OF SERVICE~~	0.00083 $	2,746.38 $	32,956.56 $

The Total Amount of the Service shall be the combined total cost for twelve (12) months of service based upon the totals in A. 1. E-2 (Hidden Springs) ~~and E-16~~ Parkways and Medians – Service Schedule Level 1 and A. 2 E-2 (Hidden Springs) Open Space (Paseos) – Service Schedule Level ~~1~~ 2 as listed on the preceding page:

Figures: $85,482 and 00 /100's Dollars

Words: Eighty Five Thousand Four Hundred Eighty two Dollars and 00 /100's Dollars

All work shall be performed in accordance with the terms and conditions of this Independent Contractor Agreement, which includes all General and Technical Provisions as outlined herein for the Full or Reduced Services. Any modification to the number of occurrences for any service shall be made per written direction by the District. Service occurrences may be modified with 30 days advance written notice by the District.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway, irrigation, and landscaping as set forth in Exhibit A of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 1, 2 has/have been received and is/are made a part of this proposal.

President June 6, 2013

(AUTHORIZED SIGNATURE AND TITLE) (DATE)

B. OPTIONAL SERVICE LEVELS

1. E-2 (Hidden Springs) ~~& E-16 (Shadow Mountain)~~ Parkways & Medians

- Service Schedule Level 2 – Optional Service

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 LANDSCAPED PARKWAYS & MEDIANS	Planter:265,280 sq. ft.	0.0115 $	3,050.72 $	36,608.64 $
~~E-16 LANDSCAPED PARKWAYS & MEDIANS~~	~~Planter:118,002 sq. ft.~~	$	$	$

- Service Schedule Level 3 – Optional Service

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 LANDSCAPED PARKWAYS & MEDIANS	Planter:265,280 sq. ft.	0.0103 $	2,732.38 $	32,788.61 $
~~E-16 LANDSCAPED PARKWAYS & MEDIANS~~	~~Planter:118,002 sq. ft.~~	$	$	$

2. E-2 (Hidden Springs) Open Space (Paseos)

- Service Schedule Level 1 – Optional Service

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 OPEN SPACE (PASEOS)	Planter:3,308,892 sq. ft.	0.00152 $	5,029.52 $	60,354.19 $

PROPOSER: Mariposa Landscapes, Inc.
(Company Name)

President June 6, 2013
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

OPTIONAL SERVICE LEVELS (Continued)

E-2 (Hidden Springs) Open Space (Paseos)

- **Service Schedule Level ~~2~~ 4 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 OPEN SPACE (PASEOS)	Planter:3,308,892 sq. ft.	0.00061 $	2,018.42 $	24,221.09 $

- **Service Schedule Level 3 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 OPEN SPACE (PASEOS)	Planter:3,308,892 sq. ft.	0.00078 $	2,580.94 $	30,971.23 $

PROPOSER: Mariposa Landscapes, Inc.
(Company Name)

President June 6, 2013
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

C. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work and Routine Irrigation Repair shall include, but are not limited to, those situations where Additional Work may be required, as referenced in Exhibits A and C.

UNIT PRICES (Includes all labor and materials)

1. 1 gal. shrub/vine/ground cover in place	@	$7.00	ea
2. 5 gal. shrub/vine/ground cover in place	@	$18.00	ea
3. 5 gal. tree in place (stakes included)	@	$30.00	ea
4. 15 gal. tree in place (stakes included)	@	$75.00	ea
5. 24" box tree in place (stakes included)	@	$250.00	ea
6. 36" box tree in place (guy wires included)	@	$750.00	ea
7. Flat of ground cover in place	@	$25.00	ea
8. Fertilizer application	@	$0.02 per sf	ea
9. Planter bed mulch in place	@	$40.00	/cu. yd
10. Additional labor	@	$30.00	/man hour
11. Additional Irrigation Technician	@	$45.00	/man hour

PROPOSER: Mariposa landscapes, Inc.
(Company Name)

President May 8, 2013
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

D. ROUTINE IRRIGATION REPAIR PRICES

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

1. Irrigation repair parts for routine repairs @ cost plus 15 %

2. Unit prices for Additional Work (additional landscape areas) per Exhibit C, Section 2.

   A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable).

   $ .02 /sq. ft./mo.

   B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable).

   $ .025 /sq. ft./mo.

3. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: Mariposa Landscapes, Inc.
(Company Name)

President May 8, 2013
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

II. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, (Schedule II) A. "Bid Schedule"):

Eighty Five Thousand Four Hundred Eighty Two Dollars and Zero Cents.
(Dollar Amount in Words)

$ 85,482.00
(Dollar Amount in Figures)

Date: June 6, 2013

Proposer: Mariposa Landscapes, Inc.
(Company Name)

By: [signature]
(Signature)

Title: President

State License Number and Classification: Lic. No. 592268, Class : C-27, A, C61/D49

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF California

PRESIDENT [signature]

(Corporate Seal)

SECRETARY [signature]

III. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

~~Accom~~panying this proposal is a cashier's check, a certified check, or a Proposal Surety Bond for 10% of BID AMOUNT, payable to the Moreno ~~Valley Community Services~~ District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated May 8, 2013

Signature of Proposer _____

By _____

Address of Proposer _____

_____

Telephone Number of Proposer ( ) _____

Names and Addresses of Members of the Company:

Terry Noriega, President

Antonio Valenzuela, Secretary

(If a Corporation)

Signature of Proposer _____

By Terry Noriega

Title President

Business Address 15529 Arrow Highway

Irwindale, CA 91706

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of California

State License Number and Classification Lic. No. 592268, Class: C-27, A, C61/D49

PRESIDENT

SECRETARY

TREASURER

(Corporate Seal)

IV. PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Mariposa Landscapes, Inc.

_____, as

principals, and The Ohio Casualty Insurance Company, a duly

authorized corporate surety: Business Address 790 The City Drive South, Suite 200,

Orange, CA 92868,

Phone 714-634-3311, are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of Ten Percent of the Total Amount Bid Dollars, ($ 10%), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly, and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about to hand in and submit to the Board of Directors of the Moreno Valley Community Services District, a proposal for **PROJECT NO. E-2 ~~AND E-16/~~13-14 -, HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~ MAINTENANCE OF PARKWAY, MEDIAN & OPEN SPACE LANDSCAPING AND IRRIGATION**, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said Board of Directors, and if the said principal shall fail or neglect to enter into a Contract therefore within the required time, then in that case the undersigned obligors will pay to the Moreno Valley Community Services District the full sum of Ten Percent of the Total Amount Bid Dollars,

($ 10%), as liquidated damages for such failure and neglect.

WITNESS our hands this 18th day of April, 20 13.

(SIGNATURE PAGE FOLLOWS)

Proposal Surety Bond (cont.)

PRINCIPAL	CORPORATE SURETY
Name: Mariposa Landscapes, Inc.	Name: The Ohio Casualty Insurance Company
Address: 15529 Arrow Highway	Address: 790 The City Drive South, Suite 200
Irwindale, CA 91706	Orange, CA 92868
Tel. No.: 626-960-0196	Tel. No.: 714-634-3311
By:	By: Attorney-in-Fact Jeffrey R. Gryde

SIGNING INSTRUCTIONS

- **The Bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.**
- **The Bond shall include attached Notary Certificates for the Attorney-in-Fact and the Principal.**
- **The Bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).**
- **The Bond shall include the address at which the Principal and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).**

If any of the above items are omitted, the proposal will be considered non-responsive and will be rejected.

790 The City Drive South, Suite 200, Orange, CA 92868

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5901255

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jeffrey R Gryde

all of the city of Laguna Niguel, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of December, 2012.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: _____
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 19th day of December, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of April, 20 13.

By: _____
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Item No. B.5

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of Orange

On April 18, 2013 before me, **P Zeis, Notary Public**, personally appeared **Jeffrey R. Gryde**
Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

NRO1 P. ZEIS COMM. #1974059 Notary Public - California Orange County My Comm. Expires Apr. 29, 2016 NRO1

Signature _____

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____ Document Date _____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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- Securely attach this document to the signed document

Item No. B.5

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On May 8, 2013 before me, J. Cho, Notary Public,
(Here insert name and title of the officer)

Personally appeared Terry Noriega, President,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

J. CHO
COMM # 2002552
Notary Public - California
LOS ANGELES COUNTY
My Commission Expires Dec. 30, 2016
AER1 AER1

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

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- ☐ Corporate Officer
  (Title)
- ☐ Partner (s)
- ☐ Attorney-in-Fact
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- Securely attach this document to the signed document.

MV00208899

V. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF)§

(NAME) Terry Noriega, affiant being first duly sworn, deposes and says:

That he or she is President of
(sole owner, partner or other proper title)

Mariposa Landscapes, Inc.
(Contractor)

the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: Mariposa Landscapes, Inc.

Bidder's Address:
15529 Arrow Highway, Irwindale, CA 91706

Telephone No.: (626) 960-0196

(Signature of Bidder) President (Title)

ALL SIGNATURES MUST BE NOTARIZED

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On May 8, 2013 before me, J. Cho, Notary Public,
(Here insert name and title of the officer)

Personally appeared Terry Noriega, President,

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

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Signature of Notary Public

J. CHO
COMM # 2002552
Notary Public - California
LOS ANGELES COUNTY
My Commission Expires Dec. 30, 2016
AER1 AER1

(Notary Seal)

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MV00208901

EXHIBIT F: PREVAILING WAGE DETERMINATION

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

DETERMINATION: SC-LML-2008-1
ISSUE DATE: February 22, 2008
EXPIRATION DATE OF DETERMINATION: December 31, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

		Employer Payments					Straight-Time		Overtime
LOCALITY:	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2X
Imperial	$8.00	-	-	[a] 0.115	0.17	-	8	[a] 8.285	[a] 12.285
Inyo, Mono and San Bernardino	8.00	-	-	0.30	0.17	-	8	8.47	12.47
Kern	8.00	-	-	[c] 0.16	0.17	-	8	[b] 8.33	[b] 12.33
	10.00	-	-	[d] 0.27	0.46	-	8	[a] 10.73	[a] 15.73
Los Angeles	8.00	0.89	-	[e] 0.115	0.14	-	8	[b] 9.145	[b] 13.145
Orange	8.00	-	-	[f] 0.11	0.11	-	8	[a] 8.22	[b] 12.22
Riverside	8.00	-	-	[g] 0.20	0.16	-	8	[a] 8.36	[a] 12.36
San Diego	8.00	-	-	0.22	0.115	-	8	8.335	12.335
	8.00	-	-	0.24	0.12	-	8	8.36	12.36
San Luis Obispo	8.00	-	-	[k] 0.15	0.15	-	8	8.30	12.30
	8.00	-	-	[i] 0.16	0.16	-	8	8.32	12.32
Santa Barbara	8.00	-	-	[h] 0.12	0.12	-	8	[a] 8.24	[a] 12.24
	8.00	-	-	[j] 0.13	0.13	-	8	[a] 8.26	[a] 12.26
Ventura	8.00	-	-	0.115	0.16	-	8	8.275	12.275
	8.00	2.87	-	[j] 0.19	0.26	-	8	[a] 11.42	[a] 15.42

Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

[a] $0.22 after 3 years of service.
[b] Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
[c] $0.31 after 2 years of service.
[d] $0.54 after 2 years of service: $0.81 after 3 years of service.
[e] $0.24 after 3 years of service: $0.37 after 7 years of service.
[f] $0.22 after 4 years of service.
[g] $0.40 after 3 years of service.
[h] $0.23 after 2 years of service.
[i] $0.27 after 2 years of service.
[j] $0.38 after 3 years of service.
[k] $0.29 after 2 years of service.
[l] $0.31 after 2 years of service.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Travel and subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

18C

EXHIBIT G: MONTHLY LANDSCAPE SERVICES REPORT FORM

MONTHLY LANDSCAPE SERVICES REPORT
PROJECT NO._____ MORENO VALLEY COMMUNITY SERVICES DISTRICT MONTH OF _____, 20___

MAINTENANCE • DATE(S) • AREA • SERVICE TYPE: MOW/EDGE TRIM/PRUNE-WEED LITTER-IRRIGATION ETC.	FERTILIZER • DATE(S) • AREA • PRODUCT/ANALYSIS • AMOUNT/AREA • CROP	PESTICIDES • DATE(S) • PRODUCT USED • AMOUNT USED • AREA • TARGET PEST	COMPLAINTS • DATE(S) RECEIVED • AREA/LOCATION • COMPLAINT/ACTION • DATE CORRECTED • CORRECTIVE ACTION	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED • CORRECTIVE ACTION
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

EXHIBIT H: WEEKLY IRRIGATION REPORT FORM

WEEKLY IRRIGATION REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT

CONTROLLER NO. _____ FOR MONTH OF _____, 20___

STATION NO. _____ PROJECT NO._____

	DATE(S) CHECKED	PROBLEM(S) IDENTIFIED	CORRECTIVE ACTIONS • DATE CORRECTED • CORRECTIVE ACTION DETAILS	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

EXHIBIT I: GREENWASTE REPORT FORM

MORENO VALLEY COMMUNITY SERVICES DISTRICT
-MONTHLY GREENWASTE REPORT-
FOR

MONTH:_____YEAR:_____

1. **Source of greenwaste (Project No./Location):_____**

   _____

2. **Amount of greenwaste generated from above source (by weight):**
   _____LBS. –or- TONS.

3. Name, address, and phone number of recycle accepting greenwaste:

   - **Company Name:_____**
   - **Address: _____**

     _____
   - **Phone Number: (_____)_____**

4. **Amount of greenwaste-source products (mulch, compost, top dressing, and soil amendments, etc.) furnished to Project (by weight):**

   _____LBS. -or- TONS.

5. **Name, address, and phone number of recycle supplying greenwaste-source products to Project (if different from No. 3 above):**

   _____

   _____

   _____

6. **Number of times turf mowed this month:_____**

7. **Number of times turf mowed without clippings caught:_____**

CONTRACTOR:_____

ADDRESS:_____

PHONE:_(_____)_____

MORENO VALLEY
WHERE DREAMS SOAR

April 9, 2013

ADDENDUM NO. 1

CITY OF MORENO VALLEY
HIDDEN SPRINGS (E-2) AND
SHADOW MOUNTAIN (E-16)
MAINTENANCE OF PARKWAY, MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION
RFP NO. 12/13-10
PROJECT NO. E-2 AND E-16/13-14

The changes, omissions, and/or additions to the contract documents as noted on the attached shall apply to proposals made for and to the execution of the various parts of the work affected thereby; all other conditions shall remain the same.

Careful note of the Addendum shall be taken by all parties of interest so that the proper allowances may be made in strict accordance with Addendum No. 1 and all trades shall be fully advised in the performance of the work, which will be required of them.

In case of conflict between the contract documents and this Addendum, Addendum No. 1, this addendum shall govern.

CONTRACT DOCUMENT CHANGES – ADDENDUM 1

- Exhibit E, Section V: FREQUENCY OF SERVICE TABLE, Letter A. – Page 77. The following revision has been made to the original RFP document as follows:

  - Addition of 17. F. 2. Irrigation system will be checked on a weekly basis for all service levels. Irrigation system should be maintained in a working order at all times.

  - Revision of 19. C. 1. (a) Includes reference to Pre-emergent. No other change has been made to this frequency other than the addition of pre-emergent.

Attached is the revised page 77 with the aforementioned revision to be included with your proposal submission.

I: FREQUENCY OF SERVICE TABLES

A. PARKWAYS AND MEDIANS

Service Type	Service Schedule Level 1 (4 Week)	Service Schedule Level 2 (8 Week)	Service Schedule Level 3 (12 Week)
17.A. Turf Care[1]			
Mow/edge/trim	Weekly	Every other week	Every other week
Aeration	Bi-annually (Spring & Fall)	Bi-annually (Spring & Fall)	Annually (Spring)
17.C. Shrub Care			
Prune/trim	Monthly	6x's per year	4x's per year
17.D. Ground Cover			
Prune/trim	Monthly	6x's per year	4x's per year
17.F. 2. Irrigation	Weekly	Weekly	Weekly
17.E. Weed Control			
Weed control	Monthly	6x's per year	4x's per year
17.G. Debris/Litter			
Debris/Litter removal	Weekly	Every other week	Monthly
18.A. Turf Fertilization[1]	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)
18.B. Shrub/Ground Cover Fertilization	2x's per year (April & Sept.)	2x's per year (April & Sept.)	1x per year (April)
19. C. 1. (a) Pre-Emergent Ground covers, shrubs & trees - Pesticide usage criteria[2]	2x's per year (Spring & Fall)	2x's per year (Spring & Fall)	2x's per year (Spring & Fall)
Exhibits G & I Reports	Monthly	Monthly	Monthly
Exhibit H Report	Weekly	Weekly	Weekly

[1]As of the preparation of this Contract, no Turf areas are located within the E-2 Hidden Springs or E-16 Shadow Mountin communities. This Specification is consistent with CSD landscaped service areas having Turf. Should either E-2 or E-16 add and/or remediate parkway or median locations to include Turf this Specification shall apply.

[3] Specification of month to be approved by Director in advance of application.

B. OPEN SPACE (PASEOS)

Service Schedule Levels	Service Type
Level 1 - (Monthly)	Monthly Maintenance includes: ▪ Weekly irrigation monitoring. ▪ Monthly - Shrub trimming and clearing from trails and fences. ▪ Monthly - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One annual weed abatement.
Level 2 - (Every Other Month)	Every Other Month Mainteance includes: ▪ Monthly irrigation monitoring. ▪ Every Other Month - Shrub trimming and clearance from trails and fences. ▪ Every Other Month - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One Annual weed abatement.
Level 3 - (Quarterly)	Quarterly Maintenance includes: ▪ Monthly irrigation monitoring. ▪ Quarterly - Shrub trimming and clearing from trails and fences. ▪ Quarterly - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One Annual weed abatement.
Level 4 - (Annually)	Annual Maintenance includes: ▪ Monthly irrigation monitoring. ▪ Annual - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One Annual weed abatement.

April 25, 2013

ADDENDUM NO. 2

CITY OF MORENO VALLEY
HIDDEN SPRINGS (E-2) ~~AND~~
~~SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY, MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION
RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14

The changes, omissions, and/or additions to the contract documents as noted on the attached shall apply to proposals made for and to the execution of the various parts of the work affected thereby; all other conditions shall remain the same.

Careful note of the Addendum shall be taken by all parties of interest so that the proper allowances may be made in strict accordance with Addendum No. 2 and all trades shall be fully advised in the performance of the work, which will be required of them.

In case of conflict between the contract documents and this Addendum, Addendum No. 2, this addendum shall govern.

CONTRACT DOCUMENT CHANGES – ADDENDUM 2

- Throughout the entirety of RFP NO. 12/13-10, PROJECT NO. E-2 AND E-16/13-14 all reference to E-16 or E-16 (Shadow Mountain) has been stricken (lined through). Proposals should only be made on those portions of the RFP that reference E-2 (Hidden Springs) parkways, medians and open spaces.

- Submittal deadline has been changed from 2:00 P.M., THURSDAY, APRIL 25, 2013, TO 2:00 P.M., WEDNESDAY, MAY 8, 2013. **ALL PROPOSALS MUST BE RECEIVED BEFORE 2:00 P.M., WEDNESDAY, MAY 8, 2013.**

- Exhibit A, Section 1 C. (page 30): Title change from "Financial and Management Services Director" to "Chief Financial Officer/City Treasurer".

- Exhibit A, Section 3. E., (page 33) : First sentence should reference the… individuals or agencies listed in Exhibit A, Section 3., paragraph F.

- Exhibit A, Section 3. F. 2. (page 33): Title change from "Financial and Management Services Director" to "Chief Financial Officer/City Treasurer".

- Exhibit A, Section 8. D. (page 37): First sentence the words "Exhibit A" have been added before Section 3, paragraph B.

- Exhibit A, Section 18, A. 1. (page 48).: First sentence should be modified from "Section 17, No. 14 f ." to "Exhibit A, Section 17, No. 14 e."

- Exhibit A, Section 18, A. 5 (page 49): the words "Exhibit A" were added before "Section 8".

- Exhibit A, Section 18, B. 4 (page 50): the words "Exhibit A" were added before "Section 8".

- Exhibit A, Section 18, B. 6 (page 50): the words "Exhibit A" were added before "Section 3" and "Section 8".

- Exhibit A, Section 18, C. 3 (page 50): the words "Exhibit A" were added before "Section 8" and "Section 8".

- Exhibit A, Section 18, C. 6 (page 51): the words "Exhibit A" were added before "Section 3" and "Section 8".

- Exhibit A, Section 19, A. 5 (page 51): the words "Exhibit A" were added before "Section 8".

- Exhibit A, Section 19, B. 2 (page 52): the words "Exhibit A" were added before "Section 3" and "Section 8".

- Exhibit A, Section 21, (page 57) Project Location Maps is changed to Project Location Map.

- Exhibit A, Section 21, (page 58) Zone E-16 map is lined through (should not be referenced).

- Exhibit B, Section 1, A (page 59): Title change from "Financial and Management Services Director" to "Chief Financial Officer/City Treasurer".

- Exhibit C, Section 1, A (page 60): Department Title change from "Public Works Department" to "Financial and Management Services Department".

- Exhibit E, Section IV., (page 74) monthly schedule sheet for E-16 has been lined out. Do not complete with the submission.

- Exhibit E, Section IV. (page 76) annual schedule sheet for E-16 has been lined out. Do not complete with the submission.

- Exhibit E, Section IV., (page 74) monthly schedule sheet for E-16 has been lined out. Do not complete with the submission.

- Exhibit E, Sample Service Schedules, C., for E-2 (page 81) map has been correct to reflect 12 service areas as identified under Landscaping Schedule

- Exhibit E, Sample Service Schedules, D., for E-16 (page 82) has been lined out. Do not reference in the proposal submission.

- Exhibit E, I., Schedule II, A., (page 89) E-16 has been lined out, do not submit proposal costs on any E-16 area.

- Exhibit E, I., Schedule II, B, (page 91) E-16 has been lined out, do not submit proposal costs on any E-16 area.

Attached is the revised RFP with the aforementioned changes and includes the Frequency of Service Table updates as referenced in Addendum No. 1.

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CONTRACT DOCUMENTS

FOR

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14

HIDDEN SPRINGS (E-2) AND
~~SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY, MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

MANDATORY PRE-SUBMITTAL MEETING
9 A.M., TUESDAY, APRIL 9, 2013
SPECIAL DISTRICTS CONFERENCE ROOM, CITY HALL ANNEX 1
14331 FREDERICK ST., SUITE 6
MORENO VALLEY, CA, 92553

PROPOSAL SUBMISSION DATE
2 P.M., WEDNESDAY MAY 8, 2013 ~~THURSDAY, APRIL 25, 2013~~
CITY CLERK'S OFFICE, CITY HALL
14177 FREDERICK ST.
MORENO, VALLEY, CA 92552-0805

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2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES: 12
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FAITHFUL PERFORMANCE BOND 25
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NOTICE REQUESTING PROPOSALS

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

Proposers are invited to submit a response to the Request For Proposal, RFP No 12/13-10, Project No. E-2 ~~and E-16~~/13-14 Hidden Springs (E-2) ~~and Shadow Mountain (E-16)~~ Maintenance of Parkway Median and Open Space Landscaping and Irrigation for the purpose of providing landscape maintenance services for the parkway and median landscaped areas of Hidden Springs (E-2) ~~and Shadow Mountain (E-16)~~ along with the open space paseo areas of Hidden Springs (E-2) under the direction of the City of Moreno Valley Community Services District (CSD) for twelve (12) months, with the possibility of contract extensions for up to four (4) additional one (1) year contract extensions.

RECEIPT OF PROPOSAL:

Sealed proposals will be received by the office of the City Clerk, located in the City Hall building, at 14177 Frederick Street, Moreno Valley, California, 92553 SUBMISSIONS MUST BE SENT SO THEY ARE RECEIVED IN THE CITY CLERK'S OFFICE BEFORE 2:00 P.M. on **WEDNESDAY, MAY 8, 2013** ~~THURSDAY, April 25, 2013~~. **Late submissions will not be accepted and postmarks will NOT constitute receipt of a proposal**.

OBTAINING CONTRACT DOCUMENTS:

You may download the RFP and Contract documents (document set) from the City's website at www.moval.org or, the document set may be obtained from the City of Moreno Valley Finance Department, located in the Moreno Valley City Hall, at 14177 Frederick Street, Moreno Valley, CA 92553, 1st floor customer service front counter, for a nonrefundable twenty-five dollar ($25.00) charge per set to cover printing costs. The RFP and contract documents may also be received by mail by contacting the SPECIAL DISTRICTS DIVISION OFFICE at 951.413.3480 or by email at SpecialDist@moval.org to request having document set(s) mailed. A five dollar ($5.00) mailing charge per set, plus twenty-five dollar ($25.00) per set printing cost is required prior to having document sets mailed.

MANDATORY PRE-SUBMITTAL MEETING:

A **mandatory** pre-submittal meeting will be held at **9:00 A.M. on MONDAY, APRIL 9, 2013 in the TECHNOLOGY SERVICES CONFERENCE ROOM located in Annex 1. The Annex building is located south of City Hall at 14331 Frederick Street, Suite 6, Moreno Valley, CA 92553.** COMPANIES WISHING TO SUBMIT A PROPOSAL FOR THIS PROJECT ARE REQUIRED TO ATTEND THIS MEETING. **Late arrivals will be denied entrance to this meeting.**

PROPOSAL GUARANTEE:

Each proposal shall be accompanied by a certified or cashier's check or surety bond in an amount equal to ten percent (10%) of the total proposal price, payable to the Moreno Valley Community Services District (CSD) as a guarantee that if the proposer's proposal, is accepted, the proposer will promptly execute the Contract, and secure Worker's Compensation Insurance. The Moreno Valley Community Services District (District) will retain the proposal guarantees from all companies whose proposals are selected for consideration until such time as the Contract is fully executed. Submitted proposal guarantees by all other proposers will be released within thirty (30) days after the date the awarded Contract is fully executed.

WAGE RATES:

Pursuant to provision of Section 1773 of the Labor Code of the State of California, the District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. The proposer whose proposal receives the Award of Contract and becomes the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code throughout the term of this contract.

STATE LICENSE:

Contractors submitting proposals shall hold a valid California State Contractor's License which shall be a Class C-27. The Contractor's California State License Number and Classification shall be clearly stated on the Proposer's Proposal.

OWNER'S RIGHT RESERVED:

Within such limits as may be prescribed by law, the Board of Directors of the Moreno Valley Community Services District reserves the right to reject any and all proposals, to accept, reject, or waive minor variances and/or any informality in a proposal, or to accept the proposal or proposals that best serve the interests of the District.

CONTRACT/ACREAGE LIMITATION:

The Moreno Valley Community Services District divides parkway and median landscape maintenance sites into separate and distinct Contract Service Areas. The District has historically adhered to these guidelines of limiting awards of maintenance service contracts based on contract and acreage limits to more fairly and evenly distribute maintenance contracts among various contracting entities to decrease the risk to the District in the event of non-performance by a Contractor to perform the contracted maintenance services. **However in the interest of the community being served, the Moreno Valley Community Services District reserves the right to limit or waive the requirements of this Section.**

Said Contract/Acreage Limitations are as follows:

- No single contracting company or entity may hold District maintenance contracts whose combined Base Compensation is valued at more than forty percent (40%) of the total Base Compensation cost of all of the District's Service Area contracts;

-AND-

- No single contracting company or entity may hold District maintenance contracts whose combined acreage totals more than sixty percent (60%) of the total acreage of all District Service Areas.

For technical information relating to the details of the proposed project and/or proposal requirements, please contact the City of Moreno Valley, Department of Public Works, Special Districts Division at 951. 413.3480.

By Order of the Board of Directors of the Moreno Valley Community Services District.

_____
City Clerk in the Capacity of Secretary to the Board of Directors of the Moreno Valley Community Services District

RFP SUBMITTAL 'CHECK-OFF' LIST

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

The following check list (together with the necessary, and where required, notarized original documentations) must be completed, signed and included with the sealed bid envelopes for the RFP to be considered responsive:

☐ **INCLUDE THIS COMPLETED SIGNED 'CHECK-OFF' LIST WITH SCHEDULE I:**

_____	_____
Company Name (Please print)	Company Address (Please print)
_____	_____
Authorized Signature	Company Phone Number
	_____
	Fax Number

SUBMIT THREE DOCUMENT SETS (ONE ORIGINAL & TWO COPIES FOR EACH SCHEDULE):

☐ **SCHEDULE I** - **VENDOR INFORMATION** (Form filled out in its entirety) along with the following:

- ☐ REFERENCES (Minimum of three (3) current public agencies that have been successfully completed within the last two (2) years.)
- ☐ PROPOSED FACILITIES, EQUIPMENT & STAFFING SCHEDULE
- ☐ PROPOSED PROJECT WORK SCHEDULES
  - ☐ MONTHLY SCHEDULE SHEETS FOR ~~EACH~~ E-2 ~~& E-16~~
  - ☐ ANNUAL SCHEDULE SHEETS FOR ~~EACH E-2~~ & ~~E-16~~
- ☐ FREQUENCY OF SERVICE TABLE (signed acknowledging min. frequencies per service level)
- ☐ PROPOSED ANNUAL MATERIAL SCHEDULE
- ☐ COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING SHEETS
- ☐ LIST OF DESIGNATED SUBCONTRACTORS
- ☐ CERTIFICATION OF NON-DISCRIMINATION
- ☐ PROPOSAL AFFIRMATION
- ☐ CERTIFICATION OF NON-DISCRIMINATION

☐ **SCHEDULE II** - **BID SCHEDULE** (Filled out, signed and dated) along with the following:

- ☐ OPTIONAL SERVICE LEVELS SHEET (signed and dated)
- ☐ ADDITIONAL WORK PRICE LIST (signed and dated)
- ☐ CONTRACT PROPOSAL SHEET (completed, signed, & corporate seal, if incorporated)
- ☐ AFFIRMATION OF PROPOSAL GUARANTEE
- ☐ PROPOSAL SURETY BOND, CASHIER'S CHECK OR CERTIFIED CHECK
  A PROPOSAL SURETY BOND MUST INCLUDE NOTARY CERTIFICATES AND NOTARIZED SIGNATURES FOR BOTH ATTORNEY-IN-FACT AND PRINCIPAL(S).
- ☐ NON-COLLUSION AFFIDAVIT (signed and notarized)

INSTRUCTIONS TO PROPOSERS

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

A. GENERAL

Proposals under these specifications shall be submitted on the Proposal Submittal Documents (Exhibit E) furnished herewith. When presented, they must be fully completed in the manner and form indicated therein, showing clearly and legibly the proposed prices in both words and numerals, and must be properly signed and where required notarized by the proposer, and include Proposer's address, telephone number, and California Contractor's License Number, and Classification. The Board of Directors of the Moreno Valley Community Services District ("District") reserves the right to reject any proposal which does not furnish all of the above information.

Proposal submissions will be received **Before 2:00P.M., WEDNESDAY MAY 8, 2013 ~~THURSDAY, APRIL 25, 2013~~.** Proposals should be submitted as follows in two separate sealed envelopes:

The first envelope should include **one (1) original and two (2) copies** of the information as requested in Exhibit "E" Proposal Submittal Documents, Schedule I; and the 'Check-Off' list, as identified on page 4. The envelope must be clearly labeled: "RESPONSE TO REQUEST FOR PROPOSAL – RFP NO. 12/13-10 PROJECT NO. E-2 ~~AND E-16~~/13-14 – MORENO VALLEY COMMUNITY SERVICES DISTRICT – SCHEDULE I – **DO NOT OPEN WITH REGULAR MAIL**"

The second envelope should include **one (1) original and two (2) copies** of the information as requested in Exhibit "E" Proposal Submittal Documents, Schedule II; and include all items as listed under the SCHEDULE II heading as identified on the check list on page 4. The envelope must be clearly labeled: "RESPONSE TO REQUEST FOR PROPOSAL - RFP NO. 12/13-10 PROJECT NO. E-2 ~~AND E-16~~/13-14 – MORENO VALLEY COMMUNITY SERVICES DISTRICT – SCHEDULE II - **DO NOT OPEN WITH REGULAR MAIL**."

IMPORTANT

IDENTIFYING YOUR RESPONSE

The Request for Proposal (RFP) must be visibly shown on the outside of both proposal submission envelopes as noted above.

ON-TIME RECEIPT OF YOUR RESPONSE

The responsibility of ensuring that your time-sensitive proposal submission is received by the City of Moreno Valley, City Clerk's office prior to the due date and time as stated in the RFP, rests solely with the sender. You may hand deliver your documents to the proper office listed in the invitation. Only an official time stamp from the City office listed in our invitation is acceptable as proof of timely delivery. A delivery time stated by a delivery service is NOT valid as proof of timely delivery. The City of Moreno Valley, the Moreno Valley Community Services District (CSD), and the Moreno Valley Housing Authority assumes no responsibility for proposals, which arrive at the City office beyond the stated due date and time as stated in the Notice Requesting Proposals.

You are encouraged to call the City Clerk's Office at 951.413.3001 for verification of proposal package receipt. Proposals may be mailed or delivered by messenger; however, it is the proposer's responsibility alone to ensure delivery of the proposal to the office of the City Clerk prior to the submittal deadline stipulated in the Notice Requesting Proposals. Late proposals will not be considered.

PLEASE NOTE: Deliveries made to the City by the United States Postal Service, or any other delivery service, will be routed through an internal delivery system. Utilizing any delivery service will delay delivery to the actual addressed City office or individual and may cause your response to be late and unacceptable.

Regardless of the method you choose to submit your time-sensitive document, you must allow additional time for the City's internal delivery system to process your item through before the due date and time, as stated in the RFP, to the City Clerk's office. In order to be fair to all responders, late bids, proposals or quotes will not be accepted and will be returned unopened.

B. EXAMINATION OF WORK SITES

Proposers must satisfy themselves by personal examination of the locations of the proposed work, and by such other means as they may choose, as to the actual conditions and requirements of the work, and shall not at any time after submission of the proposal assert, complaint or dispute that there was any misunderstanding in regard to the nature or amount of work to be done.

C. DISQUALIFICATION OF PROPOSERS AND PROPOSALS

More than one (1) proposal for the same work from any individual, company, partnership, corporation, or association under the same or different names will not be accepted; and shall be considered reasonable grounds to deem that a proposer has a financial interest in more than one (1) proposal for the work, which will be cause for rejecting all proposals in which such said proposer is interested.

Proposals which contain prices that are obviously unbalanced, and those which are incomplete or show alterations of form, or contain any additions or conditional or alternate quotations that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the proposer has been omitted will be rejected.

D. SIGNATURE OF CONTRACT PROPOSAL

Corporations

The signature must contain the name of the corporation, must be signed by the President and Secretary or Assistant Secretary, and the corporate seal must be affixed. Other persons may sign for the corporation in lieu of the above, if a certified copy of a resolution of the Corporate Board of Directors, so authorizing them to do so, accompanies the Proposal.

Partnership

The names of all persons comprising the partnership or co-partnership must be stated. The Proposal must be signed by all partners comprising the partnership unless proof, in the form of a certified copy of a Certificate of Partnership acknowledging the signer to be a general partner accompanies the Proposal, in which case a general partner may sign.

Joint Ventures

Proposals submitted as joint ventures must so state and be signed by or on behalf of each joint venturer, in compliance with the signature requirements for an individual, a partnership or a corporation, as applicable.

Individuals and/or Sole Proprietors

Proposals submitted on behalf of an individual must be signed by such individual. The above rules also apply in the case of the use of a fictitious business name. In addition, where a fictitious business name is used it must be so indicated in the signature.

E. PROPOSAL GUARANTEE

Exhibit "E" - Schedule II. must be accompanied by a cashier's check, certified check or surety bond in an amount not less than ten percent (10%) of the proposal amount. Checks shall be made payable to the Moreno Valley Community Services District. Surety bonds shall name as obligee the Board of Directors of the Moreno Valley Community Services District. **Execution of the bond must be acknowledged before a Notary Public by both the Contractor, and the corporate surety**.

F. ACCEPTANCE OR REJECTION

Within the limits prescribed by law, the right is reserved to reject any and all proposals, or to accept the proposal deemed best for the District. The Board of Directors shall be and is hereby constituted the exclusive judge as to what proposal is best for the District, and, in ascertaining that fact, the Board of Directors will take into consideration the business integrity, references, financial resources, facilities and equipment for performing the work, and experience in similar operations of the various proposing companies.

G. AWARD CRITERIA

The award of this Contract shall be made based upon the following criteria, as determined solely by the CSD:

- Pricing.
- Proposal's demonstration of ability to provide the described services.
- Demonstration of qualifications and certifications in accordance with accepted standards.
- Reference responses from other municipalities/public agencies where similar landscaping and irrigation services currently are and/or have been provided

The District reserves the right to reject any or all proposals, waive informalities, and make award in the best interests of the District. Upon award, the Contractor selected will be expected to enter into an Independent Contractor Agreement with the Moreno Valley Community Services District for the terms as stated in this Request For Proposal.

H. AWARD OF CONTRACT

The award, if made, will be made by the District as expeditiously as possible after the opening of the proposals, but in no case will an award be made until the District is satisfied as to the responsibility of the party to whom it is proposed to award the Contract.

I. RETURN OF PROPOSAL GUARANTIES

The District will return the proposal guaranties accompanying those, which in the District's judgment are not to be considered in making the award. All other proposal guaranties will be held until the Contract has been awarded, after which they will be returned to the respective companies whose proposals they accompany, with the exception of the proposer to whom the award has been made. After satisfactory security has been furnished and the Contract has been fully executed and approved, the successful proposer's guaranty will be returned.

J. INSURANCE REQUIREMENTS

During the entire term of the Contract, the Contractor agrees to procure and maintain commercial general liability insurance at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of the Contractor, its subcontractors, or any person acting for the Contractor or under his/her/its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person(s) caused directly or indirectly by or from acts, omissions or activities of the Contractor, its subcontractors, or any person acting for the Contractor or under his/her/its control or direction. Such liability and property damage insurance shall also provide for and protect the Moreno Valley Community Services District, the Moreno Valley Housing Authority, and the City of Moreno Valley, against incurring any legal cost in defending claims for alleged loss.

Such liability and property damage insurance shall be maintained in full force and effect throughout the term of the Contract, and any extension thereof in the minimum limits provided below:

Bodily Injury	$1,000,000 per occurrence
Property Damage	$1,000,000 per occurrence

A combined single limit policy with limits not less than $2,000,000 per occurrence shall be considered equivalent to the above minimum limits.

If the operation under this Contract results in an increased or decreased risk in the opinion of the District's Risk Manager, then the Contractor agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the Risk Manager.

During the entire term of this Contract, the Contractor shall procure and maintain, at its sole expense, liability and property damage insurance coverage for owned, leased, hired or borrowed automotive equipment with coverage limits of not less than $1,000,000 combined single limit.

During the entire term of this Contract, the Contractor or any subcontractors hired by the Contractor shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California, and employer's liability limits of $1,000,000 per occurrence.

The insurer shall agree to waive all rights of subrogation against the District, the Moreno Valley Housing Authority, and the City, their officers, officials, employees, volunteers or agents for losses arising from work performed by the Contractor for the District, Housing Authority, and/or the City of Moreno Valley, respectively.

A certificate of insurance or an appropriate insurance binder evidencing each of the above referenced insurance coverages shall be submitted prior to the execution of this Contract. Such evidence of insurance shall be sent to the attention of the requesting department, and shall reference the project name or number, where appropriate.

Except for Worker's Compensation and Professional Liability Insurance, and solely as respects to work done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the Moreno Valley Community Services District, the Moreno Valley Housing Authority of the City of Moreno Valley, and the City of Moreno Valley, their officers, officials, employees, volunteers, and agents are added as Additional Insured on all required insurance policies. A policy endorsement or an appropriate insurance binder evidencing the required insurance must accompany the certificate of insurance and shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Moreno Valley Community Services District, and the Moreno Valley Housing Authority of the City of Moreno Valley, their officers, employees, agents, and volunteers are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the Moreno Valley Community Services District, City of Moreno Valley, and the Moreno Valley Housing Authority of the City of Moreno Valley, their officers, employees, agents, and volunteers, under any third party liability policy.

The endorsement shall be signed by a person authorized by that insurer to bind coverage on its behalf.

The Contractor shall also include all subcontractors as an additional insured under its policies or shall furnish separate insurance certificates, and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

The coverage provided pursuant to this Contract shall be primary insurance and not contributory with any other insurance. Insurance companies providing insurance hereunder shall be rated A- VII (or better) in Best's Insurance Rating Guide, and shall be legally admitted to the business of an insurance carrier by the State of California Department of Insurance.

The terms of the insurance policies issued to provide the above insurance coverages may not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the District, Housing Authority, and the City, except that cancellation for

non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event that the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

Any deductibles or self-insured retentions must be declared to and approved by the District, Housing Authority, and the City. At the option of the District, Housing Authority, and the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects to the District, Housing Authority, and the City, their officers, officials, employees, volunteers and agents, or the Contractor shall provide a financial guarantee satisfactory to the District, Housing Authority, and the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, Housing Authority, and the City, their officers, officials, employees, volunteers, and agents.

Contractor certifies by Contractor's signature hereunder that said Contractor is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and the Contractor will comply with such provisions before commencing the performance of the work of this Contract.

K. INDEMNIFICATION & DEFENSE REQUIREMENT

Per the terms of the Contract, the Contractor shall agree to indemnify, defend, and hold the District, Housing Authority, and the City of Moreno Valley, their officers, officials, employees, volunteers, and agents harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Contract, or are caused or claimed to be caused by the negligent acts or willful misconduct of the Contractor, its subcontractors, suppliers, officers, officials, employees, volunteers or agents, and all expenses of investigating and defending against the same, provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the District, Housing Authority, and the City, their officers, officials, employees, volunteers, and agents.

L. EXECUTION OF THE CONTRACT

The Contract shall be signed by the successful proposer and returned, together with the required documents, within fourteen (14) calendar days from the date of the Notice of Award of Contract. No award shall be considered binding upon the District until the full execution of the Contract.

Failure to execute a Contract and file acceptable documents, as required herein shall be just cause for the annulment of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages as a reasonable estimate of the damages which would be suffered by the District, which cannot be determined with reasonable particularity at this time. Award may then be made to the next proposer deemed to be fit in all respects to perform the Scope Of Work, or the work may be re-advertised or may be maintained by District employees as the Board of Directors of the Moreno Valley Community Services District may determine.

M. CONTRACTOR'S BONDS

The Contractor shall furnish good and sufficient Surety Bonds issued by a surety company authorized to do business in the State of California, or other acceptable security, in an amount equal to one hundred percent (100%) of the total Proposed Compensation amount, conditioned for the faithful performance by the Contractor of all covenants, stipulations and agreements contained in said Contract; in addition, the Contractor shall furnish a material and labor bond in a sum equal to one-hundred percent (100%) of the Contract price, as required by the Public Contract Code.

Surety companies providing surety bonds hereunder shall be rated A- VII (or better) in the Best's Insurance Rating Guide, and shall be legally admitted to the business of a surety provider by the State of California Department of Insurance.

INDEPENDENT CONTRACTOR AGREEMENT

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name _____
Street Address _____
Street Address _____
City, State, Zip _____
Mailing Address _____
(If same as Street Address, _____
write same or same as above) _____
Business Phone (with area code) _____
Cell or Mobile Phone (with area code) _____
Other Contact Number (with area code) _____
Fax Number _____
Email Address _____
Social Security Number _____
Business License Number _____
Federal Tax ID Number _____
Contractor's License Number & Classification _____

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of work, responsibilities, requirements, provisions, and

additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contract Starting Date is July 1, 2013 and the Contract Ending Date is June 30, 2014. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will consider Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

A. Control of Work. Except for compliance with service schedules, general and technical provisions (which may also be referred to herein as specifications) and performance standards as provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with

the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Contract.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Moreno Valley Housing Authority (Housing Authority), and the Moreno Valley Community Services District (District), and the their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, Housing Authority's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, Housing Authority, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, Housing Authority, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Contract

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.
By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City's Risk Manager prior to the execution of this Contract. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, the Moreno Valley Community Services District, and, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the City of amendment or cancellation, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.

J. Termination.

1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.

2. The District may terminate this Contract without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

L. Restrictions on District / City Employees. The Contractor shall not employ any

District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor:

_____
[Mailing Address (Post Office Box, if applicable]

_____
[Telephone number]

_____
[Fax number]

_____
[Email address]

With a copy to:

_____
[Attorney for Contractor, if applicable]

_____
[Street Address]

_____
[Post Office Box, if applicable]

_____
[City, State, Zip]

_____
[Telephone number]

_____
[Fax number]

_____
[Email address]

To District (CSD): MORENO VALLEY COMMUNITY SERVICES DISTRICT
Financial & Management Services Department
Special Districts Division
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Sharon Sharp, Senior Management Analyst
Telephone number: 951.413.3480
Fax Number: 951.413.3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951.413.3036
Fax number: 951.413.3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor
By: _____	By: _____
Title: Mayor, acting in the capacity of President of the Board of Directors of the Moreno Valley Community Services District	Title: (President or Vice President)
Date: _____	Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)
Date: _____

Affix Corporate Seal Below
(If applicable)

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On_____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

Item No. B.5

MV00208935

BOND NO. _____

PREMIUM $ _____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the Board of Directors of the Moreno Valley Community Services District, State of California, known as "CSD," has awarded to _____, as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as **PROJECT NO. E-2 ~~AND E-16~~/13-14**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of_____ dollars, ($_____), lawful money of the United States, to be paid to the said CSD or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. E-2 ~~AND E-16~~/13-14

BOND NO.

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

Item No. B.5

MV00208938

BOND NO. _____

PREMIUM $ _____

LABOR AND MATERIALS BOND
(100% of Total Contract Amount)

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the board of Directors of the Moreno Valley Community Services District of the City of Moreno Valley, State of California, known as "CSD," has awarded to _____, as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement, whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as Project No. E-2 ~~AND E-16~~/13-14, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley Community Services District for the City of Moreno Valley, County of Riverside in the penal sum of_____ dollars, ($_____) (words and figures), lawful money of the United States, to be paid to said CSD or its certain attorney, successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Moreno Valley Community Services District, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the CSD and judgment is recovered, the Surety shall pay all costs incurred by the CSD in such suit, including reasonable attorney fees to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extensions of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

WITNESS our hands this _____day of _____, 20_____.

PRINCIPAL	SURETY
Name: _____	Name: _____
Address:_____	Address:_____
_____	_____
_____	_____
Telephone Number:_____	Telephone Number:_____
By: _____	By: _____
Title:_____	Title:_____
By: _____	By: _____
Title:_____	Title:_____

Approved as to form this _____ day of _____, 20___.

_____
City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor**.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).

The bond shall include the address at which the Principal (Contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

EXHIBIT A

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

1. GENERAL PROVISIONS - SCOPE OF WORK

A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council (Community Services District Board) establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 21, Project Location Map.

B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf, if applicable, groundcover, and shrub areas designated hereunder; regularly maintain and prune those portions of trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The ~~Financial and Management Services Director~~ Chief Financial Officer/City Treasurer of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.

E. All work shall be performed in accordance with the General and Technical Provisions of this Contract and in accordance with an approved service schedule, as approved by the Director. Service schedules may be modified with 30 days advance written notice by the District.

2. GENERAL PROVISIONS - SCHEDULING OF WORK

A. The Contractor will adhere to the facilities, equipment and monthly and annual work schedules submitted as a part of the Contractor's RFP, and incorporated herein by this reference. These schedules, and any approved revisions thereto, will be used by the District as a basis for determining Contractor's satisfactory performance.

B. Revisions to facilities, equipment, or monthly and annual work schedules may not be implemented without the prior written approval of the Director. The Contractor is required to submit proposed revisions regarding facilities, equipment or monthly and annual work schedules in writing to the District at the address as set forth in the Independent Contractor Agreement, Section 3, paragraph N. at least ten (10) working days prior to commencing work per the proposed revisions.

C. Failure to submit proposed revisions concerning facilities, equipment, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations. Specialty type maintenance operations includes, but is not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

F. When inclement weather renders performance per the approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor is required to adjust his work force in order to accomplish those work items not affected by weather, and will contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-performance penalties per Exhibit C, Section 4.

G. For the purposes of this Contract, "Working Days" are Mondays through Thursdays, excluding holidays as provided herein. The hours of on-site maintenance service will be from 7:00 a.m. to 4:30 p.m., not including mobilization to or from work site, on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

3. GENERAL PROVISIONS - FUNCTIONS AND RESPONSIBILITIES

A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Exhibit G, Monthly Landscape Services Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears.

C. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

D. The Director may require the Contractor to attend meetings with the District field staff at some fixed interval to review the Contractor's operations, and schedule future work as may be ordered by the Director. Failure to attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.

E. The Contractor shall maintain an office at some fixed place, and be listed in the telephone directory in Contractor's own name or in the Contractor's company name. Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph ~~E~~ F. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

F. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by telephone, written email, written mailed correspondence or facsimile transmission. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at **<u>any</u>** time:

1. City Manager
2. Chief Fin. Officer/City Treasurer ~~Financial & Mgmt. Ser. Dir~~.
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Street Maintenance Supervisor
7. Senior Landscape Services Inspector
8. Landscape Services Inspector
9. Landscape Irrigation Technician

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. GENERAL PROVISIONS - CONTRACTOR'S STAFF

A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.

C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.

D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements.

   Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. GENERAL PROVISIONS - EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

6. GENERAL PROVISIONS - COMPLAINTS

A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.

B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B.

C. In addition to the provisions of Section 6., paragraph A. in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. GENERAL PROVISIONS - SAFETY

A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

   Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2009 (or most current revised version) California Supplement".

   Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

   The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Exhibit A, Section 3, paragraph J of the Contract Agreement.

8. USE OF CHEMICALS

A. Before the beginning of the Contract period, the Contractor is required to submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS) of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.

B. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Financial & Management Services Department of the City of Moreno Valley.

D. Contractor shall report all fertilizers and pesticides used in the performance of the work as an element of Contractor's Monthly Report, as set forth in Exhibit A, Section 3, paragraph B. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City of Moreno Valley (City) and/or the City of Moreno Valley Community Services District (District). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the City and District that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments;

employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Financial & Management Services Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.

B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars ($25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Driver, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL PROVISIONS

A. TURF CARE (IF APPLICABLE)

1. All turf areas shall be mowed, edged, and trimmed per the Frequency of Service Table, as set forth in Exhibit E. Should weather and/or site conditions preclude the normally scheduled frequency of this service during any month, or portion thereof, the maintenance schedule shall be modified at the discretion and approval of the Director.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Provisions - Fertilization, Section 18.

13. Pest control: See Technical Provisions - Pesticide Use, Section 19.

14. Aeration:

    (a) All turf areas shall be aerated per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise directed by the Director;

(b) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

(c) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

(d) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

(e) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions – Fertilization, Section 18.

15. Renovation/thatching and additional areation operations are to be considered Additional Work, per Exhibit C., Section 2.

16. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Trees shall be pruned at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Portions of trees up to eighteen feet (18') in height shall:

   (a) Be pruned to enable successful adaptation to their particular site situation;

   (b) Have no more than one-third (1/3) of living branches removed annually;

   (c) Be fertilized only as directed by District field staff.

6. Portions of trees over eighteen feet (18') in height shall:

   (a) Be inspected annually;

   (b) Pruned and/or trimmed as necessary to maintain proper site orientation;

   (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

   (d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall <u>not</u> be allowed:

   (a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

   (c) Use of pruning paint/pruning compound/wound dressing;

   (d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Provisions – Pesticide Use, Section 19.

13. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Shrubs shall be pruned and/or trimmed per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise directed by the Director, in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned in a manner that will:

   (a) Enable successful adaptation to their particular site situation;

   (b) Follow the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

6. Pruning tools must:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices are not allowed:

   (a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") will be done only when authorized by the Director on a site-specific basis.

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

   (c) Use of pruning paint/pruning compound/wound dressing.

8. Fertilization: See Technical Provisions - Fertilization, Section 18.

9. Pest control: See Technical Provisions –Pesticide Use, Section 19.

10. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Technical Provisions, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed per the Frequency of Service Table, as set forth in Exhibit E , unless otherwise directed by the Director in order to:

   (a) Remove dead, diseased, or damaged branches/crowns;

   (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

   (c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

   (a) To enable successful adaptation to their particular site situation;

   (b) In accordance with accepted practices for the particular species in question;

5. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Provisions - Fertilization, Section 18.

8. Pest control: See Technical Provisions –Pesticide Use, Section 19.

9. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

E. WEED CONTROL

1. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

2. Weed control shall be addressed per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise directed by the Director.

3. Chemical weed control: See Technical Provisions – Pesticide Use, Section 19.

4. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.

5. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

6. Failure to adhere to the specifications of this section of the Technical Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. Said maintenance shall include, but not be limited to: visual and operational inspections; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

3. For the purposes of this section, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

   (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage;

   (b) Be turned off during periods of rainfall, or as directed by District field staff;

   (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

   (a) Be operated only when Contractor's personnel are present on site;

   (b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;

(c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. Debris/litter control shall be provided per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise stated herein this Section and/or as directed by the Director.

2. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

3. Contractor shall remove from both planted areas and adjacent hardscapes/walkways the following items, which include but are not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by the Contractor before the close of business the working day following notification of this condition.

4. All hardscape areas that include, but are not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

5. The Contractor shall dispose of all debris and litter, as described in paragraphs 1 and 2 above, off-site, and in a legal manner.

6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices such as, televisions, computers and computer monitors; firearms, ammunition or other appliances. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

7. Failure to adhere to the specifications of this section of the Technical Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in the performance of contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in the course of the performing the contract's Scope of Work services at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report, (see Exhibit I), per The Frequency of Service Table as an element of Contractor's Monthly Reporting requirements, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

18. TECHNICAL PROVISIONS - FERTILIZER

A. TURF FERTILIZATION (IF APPLICABLE)

1. Per the Technical Provisions, Exhibit A, Section 17, No. 14, e. ~~f~~., a humus base fertilizer shall be applied to turf areas in accordance with Table I, below. At the discretion and request of the Director additional applications at the pricing terms as listed in the additional work section of Scheduled II may be provided. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs
OCT	1	22-5-5*	1.25	5.7 lbs

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See the following section on fertilizers.

**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See the following sections, below, regarding fertilizers.

2. Humus base fertilizers to be applied by drop spreader only.

3. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Exhibit A, Section 8. – Use of Chemicals. Any changes to said list shall be reported per Exhibit A, Section 8. – Use of Chemicals.

6. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. The Specifications contained in this Section 18,B. do not apply to the Open Space Areas (Paseos).

2. All shrubs and ground covers shall be fertilized per the Frequency of Service Table, as set forth in Exhibit E. Table II, below provides the standard fertilization guidelines, however the frequency of the application shall comply with the application frequency rates as identified in the Frequency of Service Table, as set forth in Exhibit E. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

3. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

4. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Exhibit A, Section 8. – Use of Chemicals. Any changes to said list shall be reported per Exhibit A, Section 8. – Use of Chemicals.

5. Written notification is required to Director five (5) working days prior to fertilizer application.

6. For fertilizer application reporting specifications, see Exhibit A, Section 3 – Functions and Responsibilities and Exhibit A, Section 8. – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per, Exhibit A Section 8. – Use of Chemicals. Any changes to said list shall be reported per Exhibit A, Section 8. – Use of Chemicals.

4. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Exhibit A, Section 3 – Functions and Responsibilities and Exhibit A, Section 8. – Use of Chemicals.

19. TECHNICAL PROVISIONS – PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.

3. All pesticide applications shall be applied as directed by the Director.

4. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

5. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Exhibit A, Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Exhibit A, Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a

copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. For pesticide application reporting specifications, see Exhibit A, Section 3 – Functions and Responsibilities and Exhibit A, Section 8. – Use of Chemicals.

3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice a year, as determined by the Director.

   (b) Appropriate chemical control must be used on the following weeds.

   Bermuda Grass
   Kikuyu Grass
   Nutsedge
   Field Bindweed
   Spurge

   The aforementioned list is inclusive; other species may be added by the Director as necessary

   (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

   (a) Snails shall be controlled on a regular basis on the following plant species:

   Agapanthus africanus
   Aptenia sp.
   Gazania sp.
   Hemerocallis sp.

   (b) Snails shall be controlled on an as needed basis on all other plant material.

   (c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

   (a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

   (b) The Director may require all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

   (c) The Director may require all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

   (d) The Director may require all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

   (e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA (IF APPLICABLE)

1. Weed Control

(a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Insect and Disease Control

(a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

20. OPEN SPACE AREA (PASEO) PROVISIONS – E-2 HIDDEN SPRINGS

E. GENERAL GUIDELINES

1. The following provisions are intended to address routine maintenance of the open area (paseos) located within and throughout the residential community of Hidden Springs (E-2). Should a conflict between these Special Provisions as outlined herein and the preceding Specification Sections of this document, these Special Provisions shall prevail regarding maintenance of the open area (paseos) located within and throughout Hidden Springs (E-2). These Special Provisions DO NOT APPLY to the landscaped parkway and median areas of Hidden Springs (E-2) nor Shadow Mountain (E-16).

   (a) All open space areas shall be maintained in a condition free of unwanted plant species, as determined by the Director.

   (b) Non-woody plants, such as grasses and annual forbs shall be trimmed to a height of twenty-four (24) inches or lower at a frequency of no less than one (1) time per year, as determined by the Director.

   (c) Woody slope plantings shall be maintained in a manner that minimizes the accumulation of dead wood. This shall be accomplished by means of periodic trimming, pruning, and/or roguing, as determined by the Director.

   (d) A band of bare soil, twenty-four (24) inches in width shall be maintained per the Frequency of Service Table wherever Open Space (Paseo) areas abut residential parcels.

   (e) Newly planted and/or established tree and woody shrub plantings shall receive irrigation adequate to maintain soil moisture and plant vigor; in no case shall the interval between irrigations be greater than once per week. This work may require the use of a water tanker. Contractor shall be liable for replacement of any new or establishing plan materials lost due to Contractor's negligence, as determined by Director.

(f) Watering basins for newly planted and/or establishing tree and woody shrub plantings shall be continuously maintained and kept free of unwanted plant species until properly established, as determined by the Director.

(g) All areas damaged by erosion shall be immediately repaired to the originally intended condition and soil. Contractor shall be liable for the cost of repairing all erosion damage caused by Contractor's negligence.

(h) All areas damaged by rodent burrowings shall be immediately repaired to the originally intended condition and soil.

(i) All catch basins, drain lines, brow ditches, and lower slope swale areas shall at all times be kept clean and clear for proper drainage.

(j) Minimum flow channels shall be maintained in a manner that assures unimpeded flow of nuisance water per limits of design intent. This work may require periodic thinning/rouging of existing riparian plans, as determined by Director.

21. PROJECT LOCATION MAPS

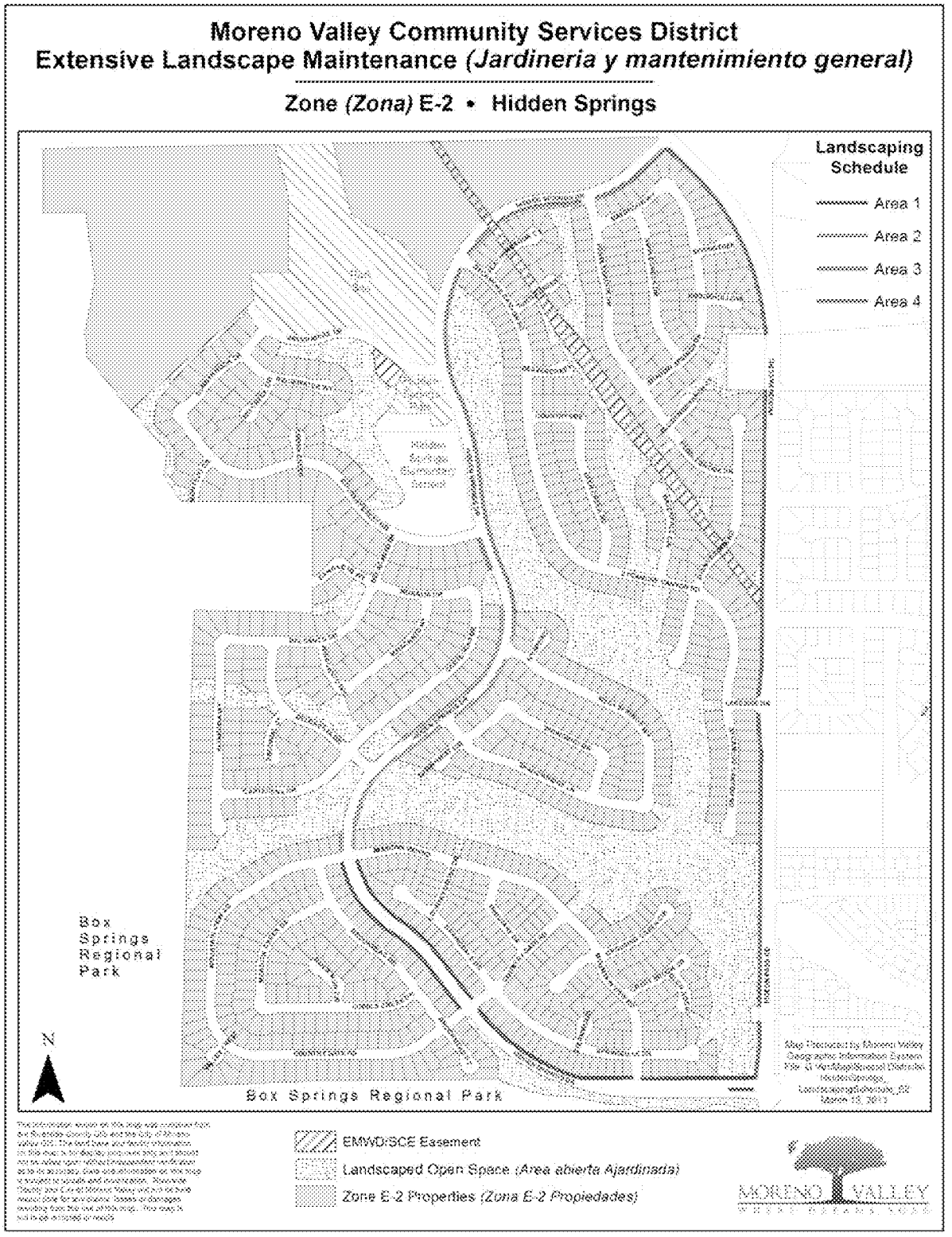

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-16 • Shadow Mountain

EXHIBIT B: District Responsibilities

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

1. CONTRACT SUPERVISION

A. The Contract shall be administered on behalf of the Chief Financial Officer/City Treasurer ~~Financial and Management Services Director~~ of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.

B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C: Payment Terms

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

1. CONTRACTOR'S COMPENSATION

A. The Contractor will be paid monthly per site based upon successful performance of the maintenance services provided in accordance with an approved service schedule for each area/site and in compliance with the terms and provisions of this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports of the following: 1) Maintenance performed, 2) Greenwaste, 3) Complaints received, 3) Hazards noted, and 4) Chemicals used in the prior month, along with 5) A detailed invoice for services in accordance with the Contract price for the work performed, which shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved.

The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to 951.413.3073.

Copies of invoices and reports will be submitted to the Special Districts Division of the Financial and Management Services ~~Public Works~~ Department at specialdistricts@moval.org. Calls may also be directed to the Special Districts Division at 951.413.3480.

B. The Contractor will obtain and keep current during the term of this Contract, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at http://www.moval.org/do_biz/biz-license.shtml.

C. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of _____ and _____/100 ($_____) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed _____ dollars and _____/100 ($_____), except as provided for in Section 2 below.

D. The Contractor agrees that City payments will be received via Automated Clearing

House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall_forms.shtml#bf.

E. The minimum information required on all invoices includes:

1. Vendor Name, Mailing Address and Phone Number

2. Invoice Date

3. Vendor Invoice Number

4. City – provided Reference Number (Project No. and Title)

5. Detailed work hours by class title (e.g. Manager, Technician or Specialist), services performed, and rates, explicit portion of a contract amount or detailed billing information is sufficient to justify the invoice amount: single or lump sum amounts without detail are not acceptable.

F. The City shall pay the Contractor for all invoiced and authorized maintenance services within thirty (30) days of receipt of invoice for the same.

G. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2, paragraph C. herein this Exhibit, in addition to the work set forth in Exhibit A, General Provisions - Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Schedule II, Section B & C or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2, paragraph B. below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

B. Notwithstanding the above requirement for prior written authorization, when a

condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the

District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in Exhibit E, Schedule II , shall be prorated from the day the Contractor commences work on the additional areas.

D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Schedule II, Section D. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).

E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of _____ ($_____) for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

A. Work required in the General or Technical Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or

reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, telephone, facsimile transmission or in writing.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the District to allow for explanations.

EXHIBIT D: Term of Contract

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

1. TERM OF CONTRACT

A. Following approval by both parties, the Contract will commence on July 1, 2013, and shall terminate June 30, 2014 (12) months thereafter.

B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.

C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.

E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

RFP NO. 12/13-10
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HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

I: SCHEDULE I – VENDOR INFORMATION

A. COMPANY NAME: _____

TYPE
- Sole proprietor _____
- Partnership _____
- Corporation _____

B. COMPANY ADDRESS (STREET) _____

(CITY, STATE, ZIP)_____

C. COMPANY ADDRESS (MAILING)_____

(CITY, STATE, ZIP)_____

D. BUSINESS PHONE NUMBER(with area code)_____

E. SATELLITE OFFICE ADDRESS (if applicable):

_____

_____

_____

F. SATELLITE OFFICE PHONE NUMBER _____

G. CONTRACTOR'S LICENSING INFORMATION:

1. LICENSE NUMBER/CLASSIFICATION/NAME STYLE: _____

_____

2. NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: _____
3. LICENSE EXPIRATION DATE: _____
4. CURRENT LICENSE STATUS: _____
5. PRIOR ACTIONS AGAINST THIS LICENSE? Yes / No
6. IF YES, LIST CITATION TYPE AND HOW RESOLVED: _____

_____

_____

H. .COMPANY'S FEDERAL IDENTIFICATION NO.:_____

I. NAME AND TITLE(s) OF COMPANY OFFICERS:_____

_____ _____
_____ _____
_____ _____
_____ _____

J. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES: _____

K. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: _____

L. CURRENT LANDSCAPE MAINTENANCE OPERATIONS

THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED IN ANSWER TO THIS QUESTION (QUESTION L.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

TOTAL NUMBER OF LANDSCAPE MAINTENANCE CONTRACTS: _____

PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: _____

TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: _____

_____

1. NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS: _____ AVERAGE WAGE SCALE: $_____/__*
TECHNICIANS: _____ AVERAGE WAGE SCALE: $_____/Hr.*
FOREMEN: _____ AVERAGE WAGE SCALE: $_____/Hr.*
LABORERS: _____ AVERAGE WAGE SCALE: $_____/Hr.*

*Use the fully burdened rate (i.e., taxes, insurance, benefits, OH &P) - This is a prevailing wage project.

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

A. MOTOR VEHICLES
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____

B POWER EQUIPMENT

- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____

II: REFERENCES

Attach Responses to this question on additional sheets – One sheet per reference

A. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.

B. REFERENCE RESPONSES MUST INCLUDE:

1. NAME AND ADDRESS OF AGENCY;
2. NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
3. CONTRACT NAME(S) / NUMBER(S);
4. ANNUAL CONTRACT AMOUNT(S);
5. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
6. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
6. LENGTH OF CONTRACT(S).

C. **THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:**

1. How many (number) of contracts and years under contract?
2. What are/were the Scope of the contract(s), acreage amounts, location(s)?
3. What are/were the Contract amount(s)?
4. Do/did they have adequate (quantity/quality) staffing?
5. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
6. Does staff have the ability to comprehend/speak English?
7. How are/were the appearance, uniforms, and use of safety equipment?
8. Do/did they have availability of additional personnel for extra work/special projects?
9. Is/was the equipment used in good working order?
10. Do/did they have an effective in-company communications system?
11. How is/was the knowledge of project/contract standards?
12. Do/did they have the ability to respond to complaints/requests in a timely fashion?

13. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
14. How accurate & timely is/was billing/invoicing?
15. Have Contract(s) been successfully completed to term?
16. Would you accept future proposals/bids from this company?

III: PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

A. **Facilities** – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full and comprehensive response.

1. Equipment:

2. Motor Vehicles:

3. Turf Maintenance Power Equipment/Tools:

4. **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**
(List both powered and hand equipment/tools)

5. **Irrigation System Maintenance Equipment:**
(List both powered and hand equipment/tools)

6. **Fertilizer Application Equipment:**
(List both powered and hand equipment/tools)

7. **Pesticide Application Equipment:**
(List both powered and hand equipment/tools)

C. **Staff**: - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**
(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

2. **Tree Trimming/Maintenance:**
(List any ISA or equivalent certified personnel)

3. **Irrigation System Maintenance:**
(List technical personnel – include any relevant education, certification, licensing information for each person listed)

4. **Pesticide Application:**
(List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.)

IV: PROPOSED PROJECT WORK SCHEDULES

Pages 73-76 contain blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed scheduled for performing the services as describe in Exhibit A. For those services listed under the Technical Provisions found in Exhibit A, Sections 17, A., C., D., E., and G.; 18 A. and B.; and 19 C. 1 (a), refer to the FREQUENCY OF SERVICE TABLE located in Exhibit E, Section V., A Parkways and Medians for **Service Schedule Level 1**, and B Open Spaces (Paseos) **for Service Level 4** on page 77. Use additional sheets as necessary to provide a full and comprehensive response on each of the schedule sheets.

If selected, the awarded Contractor will provide the CSD, within 30 days after contract execution, a mapped work schedule for E-2 ~~and E-16~~. Sample mapped work schedules have been provided for reference.

A. MONTHLY SCHEDULE SHEET

1. List all tasks specified to be performed on a weekly or monthly basis for the E-2 ~~and E-16~~ area~~s~~ in the box corresponding to the day of the week/month the work is proposed to be performed.

2. Be sure to include administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

B. ANNUAL SCHEDULE SHEET

1. List all tasks specified to be performed for the E-2 ~~and E-16~~ area~~s~~ at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which the work is proposed to be performed.

2. Be sure to include any administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

E-2 MONTHLY SCHEDULE SHEET

PARKWAYS – SERVICE SCHEDULE LEVEL 1

OPEN SPACE (PASAEOS) – SERVICE SCHEDULE LEVEL 4

PROPOSED PROJECT WORK SCHEDULES

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1				
WEEK #2				
WEEK #3				
WEEK #4				

~~E-16 MONTHLY SCHEDULE SHEET~~

~~SERVICE SCHEDULE LEVEL 1~~
~~PROPOSED PROJECT WORK SCHEDULES~~

~~MONDAY~~	~~TUESDAY~~	~~WEDNESDAY~~	~~THURSDAY~~	~~FRIDAY~~
~~WEEK #1~~				
~~WEEK #2~~				
~~WEEK #3~~				
~~WEEK #4~~				

E-2 ANNUAL SCHEDULE SHEET

PARKWAYS – SERVICE SCHEDULE LEVEL 1

OPEN SPACE (PASAEOS) – SERVICE SCHEDULE LEVEL 4

PROPOSED PROJECT WORK SCHEDULES

JANUARY	**FEBRUARY**	**MARCH**
APRIL	**MAY**	**JUNE**
JULY	**AUGUST**	**SEPTEMBER**
OCTOBER	**NOVEMBER**	**DECEMBER**

~~E-16 ANNUAL SCHEDULE SHEET~~

~~SERVICE SCHEDULE LEVEL 1~~
~~PROPOSED PROJECT WORK SCHEDULES~~

~~JANUARY~~	~~FEBRUARY~~	~~MARCH~~
~~APRIL~~	~~MAY~~	~~JUNE~~
~~JULY~~	~~AUGUST~~	~~SEPTEMBER~~
~~OCTOBER~~	~~NOVEMBER~~	~~DECEMBER~~

V: FREQUENCY OF SERVICE TABLES

A. PARKWAYS AND MEDIANS

Service Type	Service Schedule Level 1 (4 Week)	Service Schedule Level 2 (8 Week)	Service Schedule Level 3 (12 Week)
17.A. Turf Care[1]			
Mow/edge/trim	Weekly	Every other week	Every other week
Aeration	Bi-annually (Spring & Fall)	Bi-annually (Spring & Fall)	Annually (Spring)
17.C. Shrub Care			
Prune/trim	Monthly	6x's per year	4x's per year
17.D. Ground Cover			
Prune/trim	Monthly	6x's per year	4x's per year
17.F. 2. Irrigation	Weekly	Weekly	Weekly
17.E. Weed Control			
Weed control	Monthly	6x's per year	4x's per year
17.G. Debris/Litter			
Debris/Litter removal	Weekly	Every other week	Monthly
18.A. Turf Fertilization[1]	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)
18.B. Shrub/Ground Cover Fertilization	2x's per year (April & Sept.)	2x's per year (April & Sept.)	1x per year (April)
19. C. 1. (a) Pre-Emergent Ground covers, shrubs & trees - Pesticide usage criteria[2]	2x's per year (Spring & Fall)	2x's per year (Spring & Fall)	2x's per year (Spring & Fall)
Exhibits G & I Reports	Monthly	Monthly	Monthly
Exhibit H Report	Weekly	Weekly	Weekly

[1]As of the preparation of this Contract, no Turf areas are located within the E-2 Hidden Springs community ~~or E-16 Shadow Mountain communitie~~s. This Specification is consistent with CSD landscaped service areas having Turf. Should E-2 or ~~E-16~~ add and/or remediate parkway or median locations to include Turf this Specification shall apply.

[2] Specification of month to be approved by Director in advance of application.

B. OPEN SPACE (PASEOS)

Service Schedule Levels	Service Type
Level 1 - (Monthly)	Monthly Maintenance includes: ▪ Weekly irrigation monitoring. ▪ Monthly - Shrub trimming and clearing from trails and fences. ▪ Monthly - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One annual weed abatement.
Level 2 - (Every Other Month)	Every Other Month Mainteance includes: ▪ Monthly irrigation monitoring. ▪ Every Other Month - Shrub trimming and clearance from trails and fences. ▪ Every Other Month - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One Annual weed abatement.
Level 3 - (Quarterly)	Quarterly Maintenance includes: ▪ Monthly irrigation monitoring. ▪ Quarterly - Shrub trimming and clearing from trails and fences. ▪ Quarterly - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One Annual weed abatement.
Level 4 - (Annually)	Annual Maintenance includes: ▪ Monthly irrigation monitoring. ▪ Annual - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One Annual weed abatement.

FREQUENCY OF SERVICE TABLES (continued)

_____
(Sign here)

By signing, I hereby acknowledge review of the aforementioned Frequency of Services and have incorporated reference of the frequencies in the Bid Schedule, including the Optional Bid Schedule, and the proposed monthly and annual schedule sheets for the services to be provided consistent with the terms of this Contract.

SAMPLE SERVICE SCHEDULES

A. E-2 - 4 WEEK ROTATION (Service Schedule Level 1)

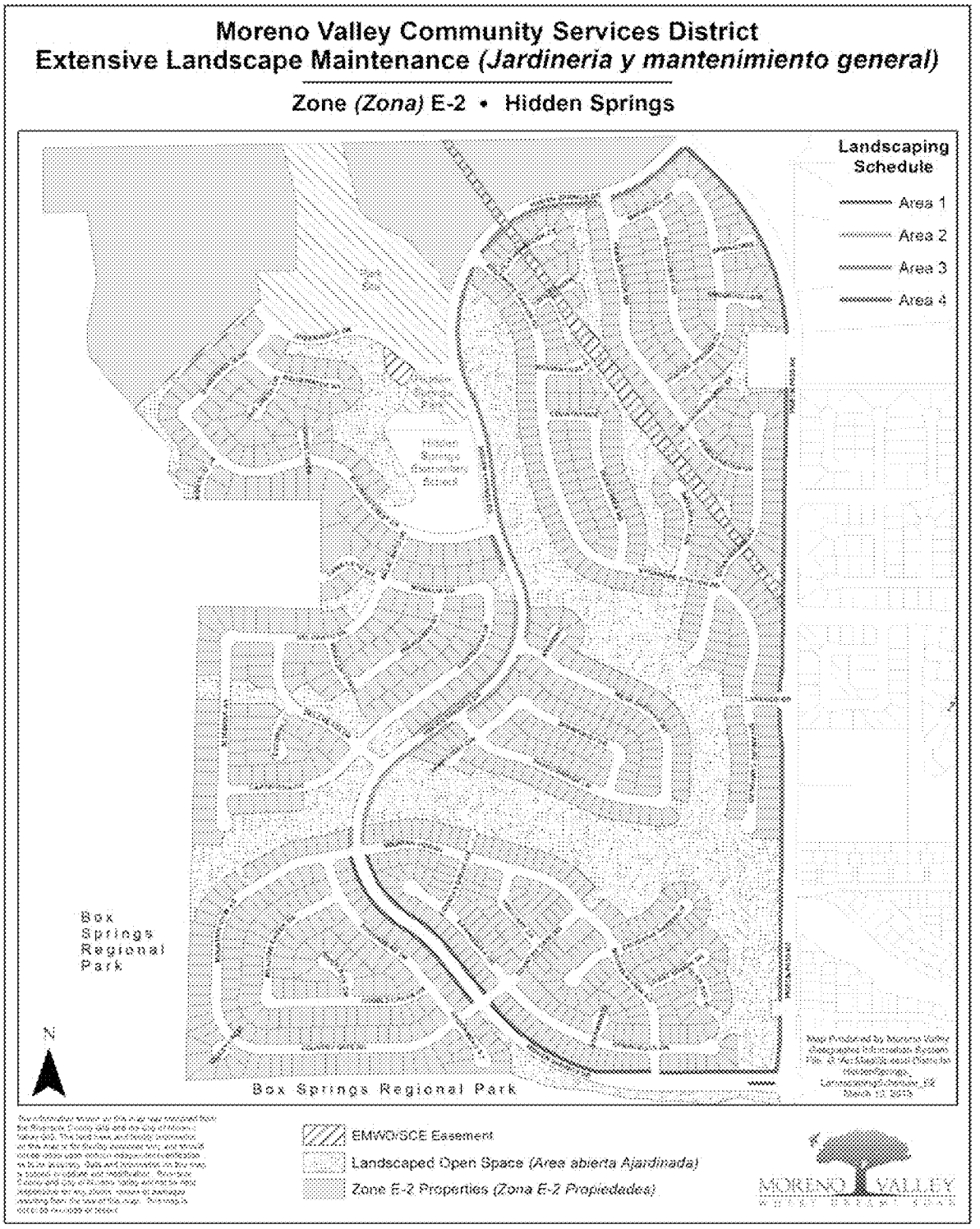

B. E-2 - 8 WEEK ROTATION (Service Schedule Level 2)

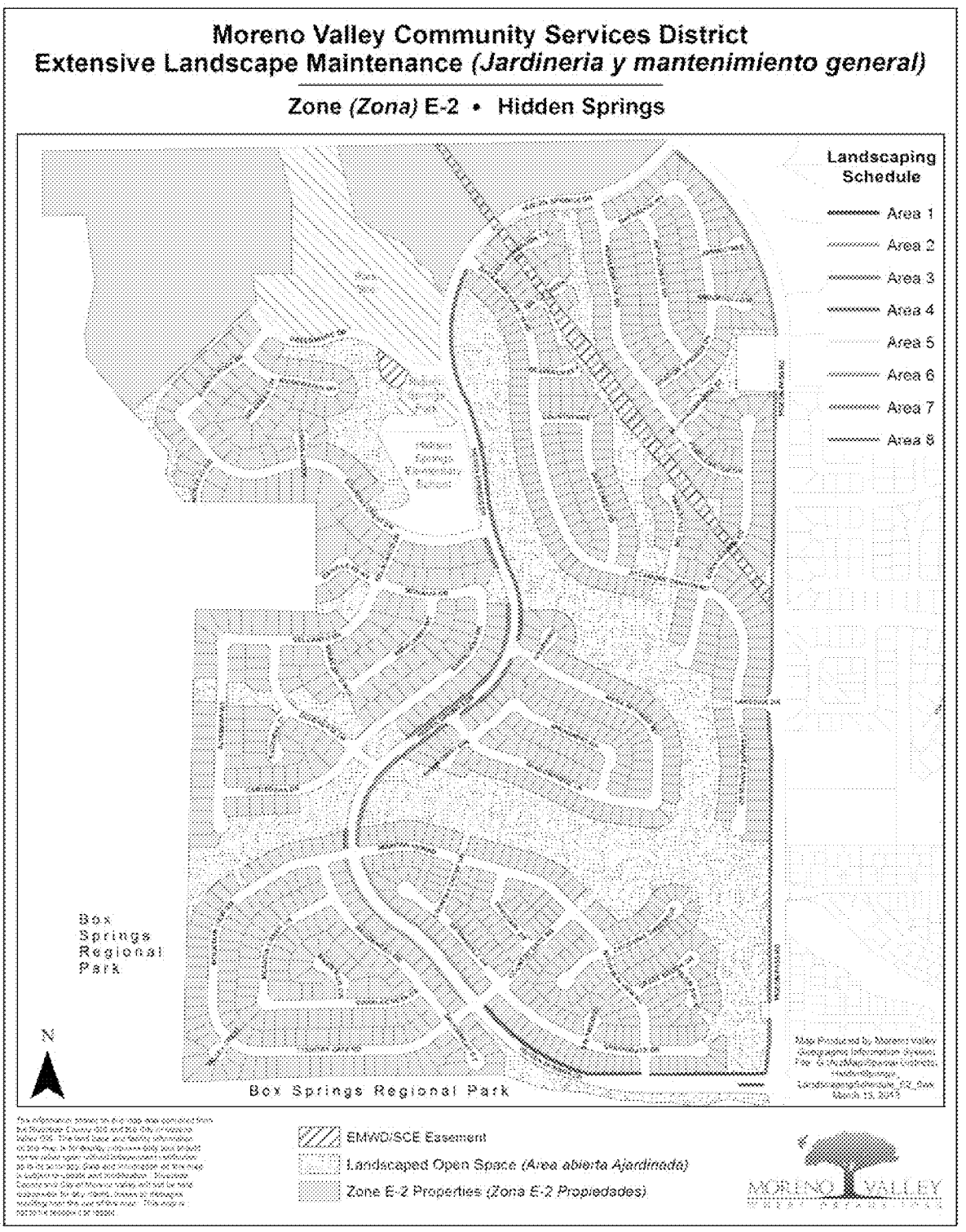

C. E-2 - 12 WEEK ROTATION (Service Schedule Level 3)

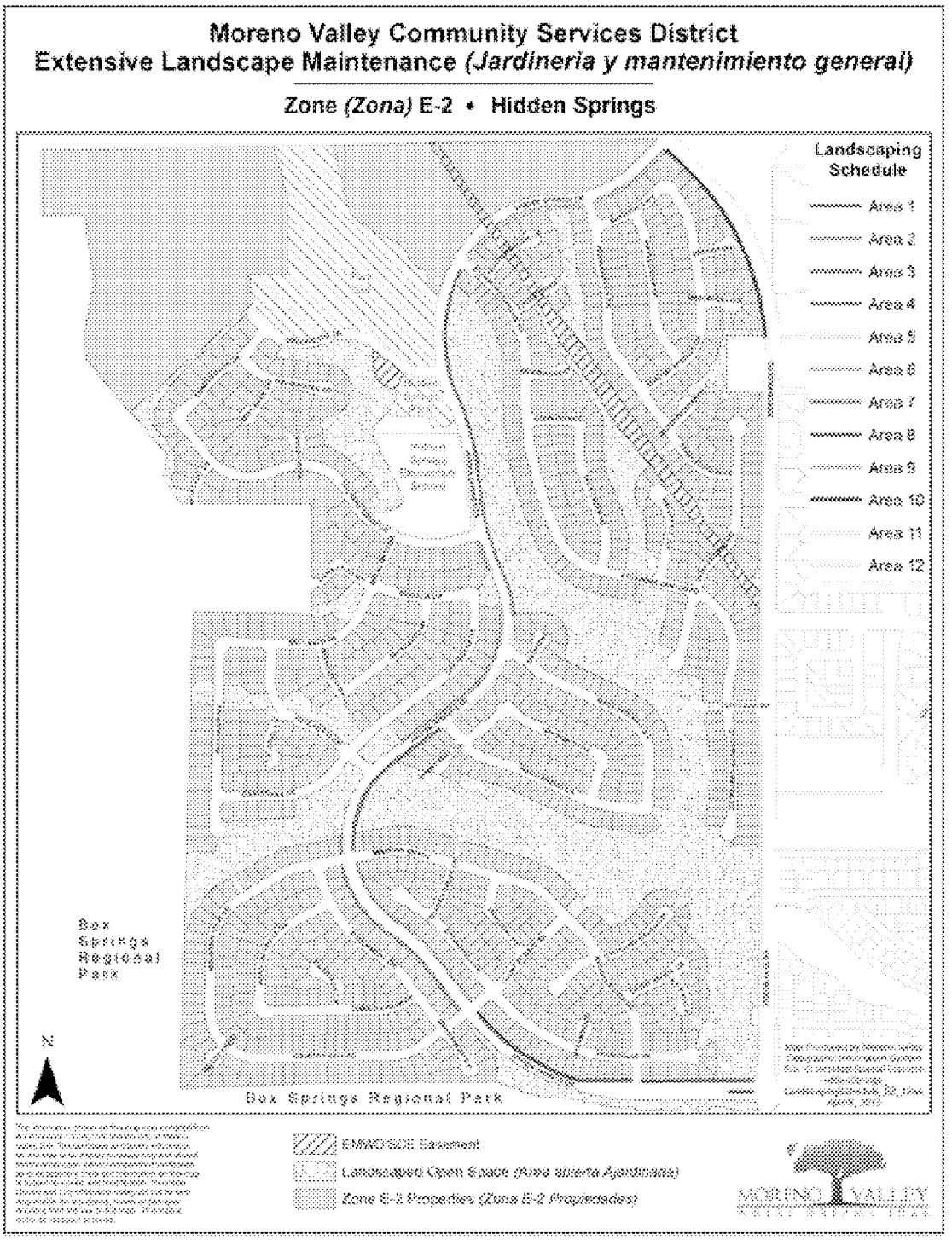

~~**D. E-16**~~

~~The E-16 area shall be maintained at the frequency of every 4 weeks (service schedule level 1), 8 weeks (service schedule level 2), or 12 weeks (service schedule level 3).~~

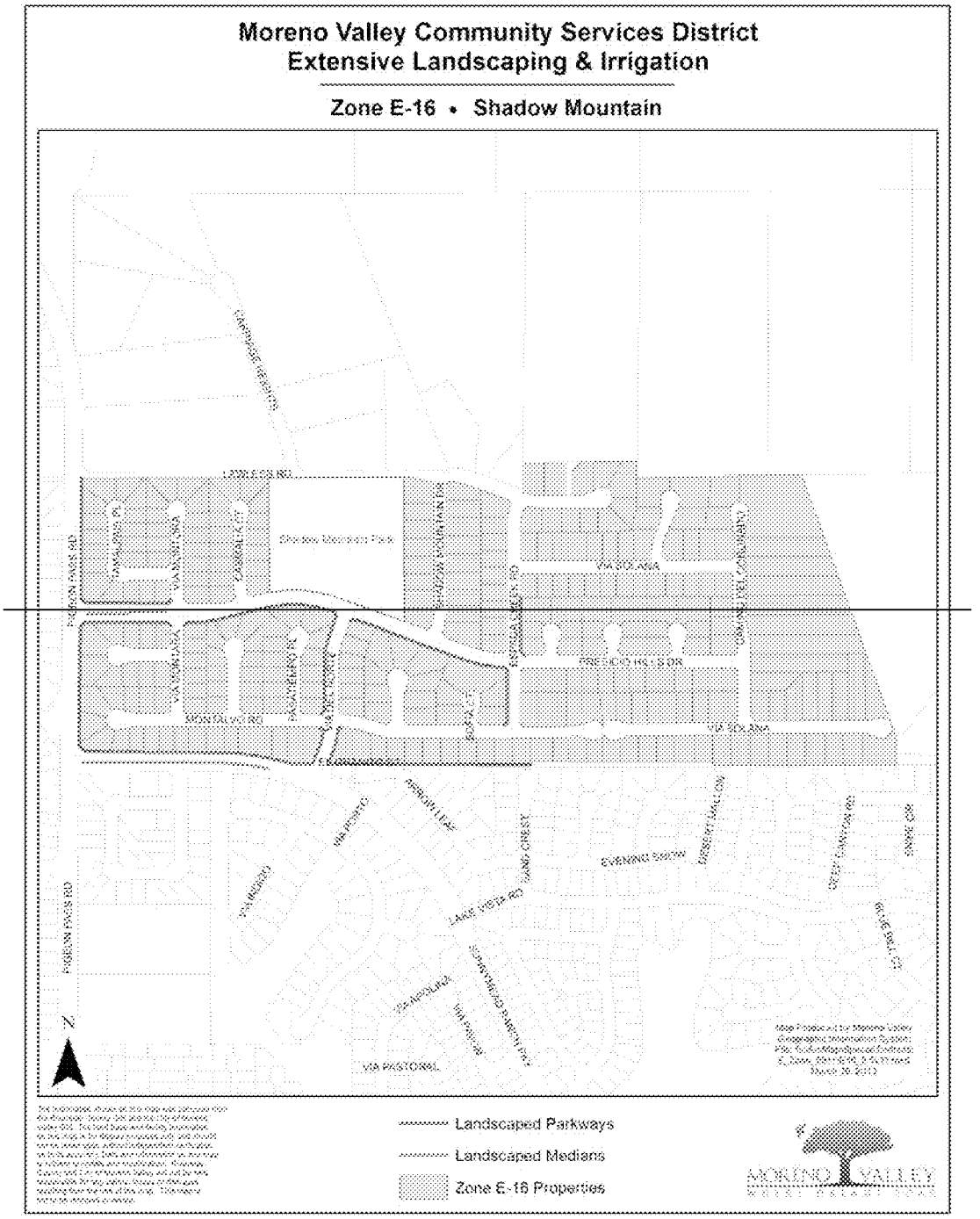

VII. PROPOSED ANNUAL MATERIAL SCHEDULE

A. Fertilizers:

List the fertilizers to be furnished to execute work tasks specified in Exhibit A. Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST

B. Pesticides:

List pesticides to be furnished to execute work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST

VIII. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

A. Communications:

The General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Scope of Services specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

B. Traffic Safety:

The General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

C. Greenwaste Recycling:

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

IX. LIST OF SUBCONTRACTORS

A. SUBCONTRACTORS:

In compliance with the provisions of Government Code, Section 4102, the undersigned Proposer sets forth the name and location (address) of the place of business of each subcontractor who will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work

X. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE _____

PRINTED NAME _____

TITLE _____

COMPANY NAME _____

DATE _____

XI. PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the Moreno Valley Community Services District and _____, and further, the aforesaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind _____ to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT (PRINTED), SIGNED AND DATED

SIGNATURE _____

NAME _____

TITLE _____

COMPANY NAME _____

DATE _____

I. SCHEDULE II

BID SCHEDULE

PROPOSER: _____
(Company Name)

A. SERVICE SCHEDULES:

1. E-2 (Hidden Springs) ~~& E-16 (Shadow Mountain)~~ Parkways & Medians - Current Service – Level 1

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 LANDSCAPED PARKWAYS & MEDIANS	Planter:265,280 sq. ft.	$	$	$
~~E-16 LANDSCAPED PARKWAYS & MEDIANS~~	~~Planter:118,002 sq. ft.~~	~~$~~	~~$~~	~~$~~
PARKWAYS & MEDIANS TOTAL		$	$	$

2. E-2 (Hidden Springs) Open Space (Paseos) - Current Service –Service – Level 4

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 OPEN SPACE (PASEOS)	Planter:3,308,892 sq. ft.	$	$	$
OPEN SPACE (PASEOS)TOTAL		$	$	$

E-2 ~~& E-16~~ Landscaped Parkways & Medians and E-2 Open Space (Paseos) TOTAL AMOUNT OF SERVICE	$	$	$

The Total Amount of the Service shall be the combined total cost for twelve (12) months of service based upon the totals in A. 1. E-2 (Hidden Springs) ~~and E-16~~ Parkways and Medians – Service Schedule Level 1 and A. 2 E-2 (Hidden Springs) Open Space (Paseos) –Service Schedule Level 4 as listed on the preceding page:

Figures: _____and _____/100's Dollars

Words: _____ and _____/100's Dollars

All work shall be performed in accordance with the terms and conditions of this Independent Contractor Agreement, which includes all General and Technical Provisions as outlined herein for the Full or Reduced Services. Any modification to the number of occurrences for any service shall be made per written direction by the District. Service occurrences may be modified with 30 days advance written notice by the District.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway, irrigation, and landscaping as set forth in Exhibit A of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s)._____ has/have been received and is/are made a part of this proposal.

_____ _____
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

B. OPTIONAL SERVICE LEVELS

1. E-2 (Hidden Springs) ~~& E-16 (Shadow Mountain)~~ Parkways & Medians

- **Service Schedule Level 2 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 LANDSCAPED PARKWAYS & MEDIANS	Planter:265,280 sq. ft.	$	$	$
~~E-16 LANDSCAPED PARKWAYS & MEDIANS~~	~~Planter:118,002 sq. ft.~~	~~$~~	~~$~~	~~$~~

- **Service Schedule Level 3 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 LANDSCAPED PARKWAYS & MEDIANS	Planter:265,280 sq. ft.	$	$	$
~~E-16 LANDSCAPED PARKWAYS & MEDIANS~~	~~Planter:118,002 sq. ft.~~	~~$~~	~~$~~	~~$~~

2. E-2 (Hidden Springs) Open Space (Paseos)

- **Service Schedule Level 1 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 OPEN SPACE (PASEOS)	Planter:3,308,892 sq. ft.	$	$	$

PROPOSER: _____
(Company Name)

_____ _____
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

OPTIONAL SERVICE LEVELS (Continued)

E-2 (Hidden Springs) Open Space (Paseos)

- **Service Schedule Level 2 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 OPEN SPACE (PASEOS)	Planter:3,308,892 sq. ft.	$	$	$

- **Service Schedule Level 3 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 OPEN SPACE (PASEOS)	Planter:3,308,892 sq. ft.	$	$	$

PROPOSER: _____
(Company Name)

_____ _____
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

C. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work and Routine Irrigation Repair shall include, but are not limited to, those situations where Additional Work may be required, as referenced in Exhibits A and C.

UNIT PRICES (Includes all labor and materials)

1. 1 gal. shrub/vine/ground cover in place	@	$_____	ea
2. 5 gal. shrub/vine/ground cover in place	@	$_____	ea
3. 5 gal. tree in place (stakes included)	@	$_____	ea
4. 15 gal. tree in place (stakes included)	@	$_____	ea
5. 24" box tree in place (stakes included)	@	$_____	ea
6. 36" box tree in place (guy wires included)	@	$_____	ea
7. Flat of ground cover in place	@	$_____	ea
8. Fertilizer application	@	$_____	ea
9. Planter bed mulch in place	@	$_____	/cu. yd
10. Additional labor	@	$_____	/man hour
11. Additional Irrigation Technician	@	$_____	/man hour

PROPOSER: _____
(Company Name)

_____ _____
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

D. ROUTINE IRRIGATION REPAIR PRICES

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

1. Irrigation repair parts for routine repairs @ cost plus _____%

2. Unit prices for Additional Work (additional landscape areas) per Exhibit C, Section 2.

   A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable).
   $_____/sq. ft./mo.

   B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable).
   $_____/sq. ft./mo.

3. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: _____
(Company Name)

_____ _____
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

II. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, (Schedule II) A. "Bid Schedule"):

_____
(Dollar Amount in Words)

$_____
(Dollar Amount in Figures)

Date: _____

Proposer: _____
(Company Name)

By: _____
(Signature)

Title: _____

State License Number and Classification: _____

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF _____

PRESIDENT_____

(Corporate Seal)

SECRETARY_____

III. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is a cashier's check, a certified check, or a Proposal Surety Bond for_____, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated _____

Signature of Proposer _____

By _____

Address of Proposer _____

_____

Telephone Number of Proposer (____) _____

Names and Addresses of Members of the Company:

_____

_____

(If a Corporation)

Signature of Proposer _____

By _____

Title _____

Business Address _____

_____

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of _____

State License Number and Classification _____

PRESIDENT _____

SECRETARY _____

TREASURER _____

(Corporate Seal)

IV. PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____, as

principals, and_____, a duly

authorized corporate surety: Business Address_____

_____,

Phone (___)_____, are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of _____Dollars, ($_____), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly, and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about to hand in and submit to the Board of Directors of the Moreno Valley Community Services District, a proposal for **PROJECT NO. E-2 ~~AND E-16~~/13-14 -, HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~ MAINTENANCE OF PARKWAY, MEDIAN & OPEN SPACE LANDSCAPING AND IRRIGATION**, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said Board of Directors, and if the said principal shall fail or neglect to enter into a Contract therefore within the required time, then in that case the undersigned obligors will pay to the Moreno Valley Community Services District the full sum of _____Dollars,

($_____), as liquidated damages for such failure and neglect.

WITNESS our hands this_____day of_____,20_____.

(SIGNATURE PAGE FOLLOWS)

Proposal Surety Bond (cont.)

PRINCIPAL	CORPORATE SURETY
Name:_____	Name:_____
Address:_____	Address:_____
_____	_____
Tel. No.:_____	Tel. No.:_____
By:_____	By:_____ Attorney-in-Fact

SIGNING INSTRUCTIONS

- **The Bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.**
- **The Bond shall include attached Notary Certificates for the Attorney-in-Fact and the Principal.**
- **The Bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).**
- **The Bond shall include the address at which the Principal and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).**

If any of the above items are omitted, the proposal will be considered non-responsive and will be rejected.

V. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF)§

(NAME)_____, affiant being first duly sworn, deposes and says:

That he or she is_____ of
(sole owner, partner or other proper title)

_____
(Contractor)
the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name:_____

Bidder's Address:_____

_____

Telephone No.: (_____)_____

_____ _____
(Signature of Bidder) (Title)

ALL SIGNATURES MUST BE NOTARIZED

EXHIBIT F: PREVAILING WAGE DETERMINATION

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

DETERMINATION: SC-LML-2008-1
ISSUE DATE: February 22, 2008
EXPIRATION DATE OF DETERMINATION: December 31, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

		Employer Payments					Straight-Time		Overtime
LOCALITY:	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2X
Imperial	$8.00	-	-	[a] 0.115	0.17	-	8	[b] 8.285	[b] 12.285
Inyo, Mono and San Bernardino	8.00	-	-	0.30	0.17	-	8	8.47	12.47
Kern	8.00	-	-	[c] 0.16	0.17	-	8	[b] 8.33	[b] 12.33
	10.00	-	-	[d] 0.27	0.46	-	8	[b] 10.73	[b] 15.73
Los Angeles	8.00	0.89	-	[e] 0.115	0.14	-	8	[b] 9.145	[b] 13.145
Orange	8.00	-	-	[f] 0.11	0.11	-	8	[b] 8.22	[b] 12.22
Riverside	8.00	-	-	[g] 0.20	0.16	-	8	[b] 8.36	[b] 12.36
San Diego	8.00	-	-	0.22	0.115	-	8	8.335	12.335
	8.00	-	-	0.24	0.12	-	8	8.36	12.36
San Luis Obispo	8.00	-	-	[k] 0.15	0.15	-	8	8.30	12.30
	8.00	-	-	[i] 0.16	0.16	-	8	8.32	12.32
Santa Barbara	8.00	-	-	[h] 0.12	0.12	-	8	[b] 8.24	[b] 12.24
	8.00	-	-	[j] 0.13	0.13	-	8	[b] 8.26	[b] 12.26
Ventura	8.00	-	-	0.115	0.16	-	8	8.275	12.275
	8.00	2.87	-	[j] 0.19	0.26	-	8	[b] 11.42	[b] 15.42

Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

[a] $0.22 after 3 years of service.
[b] Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
[c] $0.31 after 2 years of service.
[d] $0.54 after 2 years of service: $0.81 after 3 years of service.
[e] $0.24 after 3 years of service: $0.37 after 7 years of service.
[f] $0.22 after 4 years of service.
[g] $0.40 after 3 years of service.
[h] $0.23 after 2 years of service.
[i] $0.27 after 2 years of service.
[j] $0.38 after 3 years of service.
[k] $0.29 after 2 years of service.
[l] $0.31 after 2 years of service.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Travel and subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

18C

EXHIBIT G: MONTHLY LANDSCAPE SERVICES REPORT FORM

MONTHLY LANDSCAPE SERVICES REPORT
PROJECT NO._____ MORENO VALLEY COMMUNITY SERVICES DISTRICT MONTH OF _____, 20___

MAINTENANCE • DATE(S) • AREA • SERVICE TYPE: MOW/EDGE TRIM/PRUNE-WEED LITTER-IRRIGATION ETC.	FERTILIZER • DATE(S) • AREA • PRODUCT/ANALYSIS • AMOUNT/AREA • CROP	PESTICIDES • DATE(S) • PRODUCT USED • AMOUNT USED • AREA • TARGET PEST	COMPLAINTS • DATE(S) RECEIVED • AREA/LOCATION • COMPLAINT/ACTION • DATE CORRECTED • CORRECTIVE ACTION	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED • CORRECTIVE ACTION
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

EXHIBIT H: WEEKLY IRRIGATION REPORT FORM

WEEKLY IRRIGATION REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT

CONTROLLER NO. _____ FOR MONTH OF _____, 20___

STATION NO. _____ PROJECT NO._____

	DATE(S) CHECKED	PROBLEM(S) IDENTIFIED	CORRECTIVE ACTIONS • DATE CORRECTED • CORRECTIVE ACTION DETAILS	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

EXHIBIT I: GREENWASTE REPORT FORM

MORENO VALLEY COMMUNITY SERVICES DISTRICT
-MONTHLY GREENWASTE REPORT-
FOR

MONTH:_____YEAR:_____

1. **Source of greenwaste (Project No./Location):_____**

   _____

2. **Amount of greenwaste generated from above source (by weight):**
   _____LBS. –or- TONS.

3. Name, address, and phone number of recycle accepting greenwaste:

   - **Company Name:_____**
   - **Address: _____**

     _____
   - **Phone Number: (_____)_____**

4. **Amount of greenwaste-source products (mulch, compost, top dressing, and soil amendments, etc.) furnished to Project (by weight):**

   _____LBS. -or- TONS.

5. **Name, address, and phone number of recycle supplying greenwaste-source products to Project (if different from No. 3 above):**

   _____

   _____

   _____

6. **Number of times turf mowed this month:_____**

7. **Number of times turf mowed without clippings caught:_____**

CONTRACTOR:_____

ADDRESS:_____

PHONE:_(_____)_____

MINUTES - REGULAR MEETING OF JUNE 11, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00209017

MINUTES - REGULAR MEETING OF JUNE 11, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00209019

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, Public Works Director/City Engineer

AGENDA DATE: June 25, 2013

TITLE: PUBLIC HEARING FOR DELINQUENT RESIDENTIAL SOLID WASTE ACCOUNTS

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Approve placing the submitted list of delinquent solid waste accounts that are attached to this report on the Fiscal Year (FY) 2013/2014 Riverside County property tax roll for collection.

2. Direct the City Clerk to file with the Riverside County Auditor a certified copy of Resolution No. 2012-55 and the list of delinquent solid waste accounts as required by Section 5473.4 of the California Health and Safety Code and Section 6.02.030 of the City of Moreno Valley Municipal Code.

BACKGROUND

Waste Management of the Inland Empire bills residential customers quarterly for solid waste services. Payments are made directly to Waste Management in advance for the following quarter. When a customer fails to make payment and the bill becomes more than sixty (60) days past due, the collection of the delinquent account is placed on the Riverside County property tax roll. This procedure was authorized by prior enactments of the City Council as reflected in Section 6.02.030 of the Moreno Valley Municipal Code. The option to collect delinquent payments was negotiated as part of the franchise agreement.

DISCUSSION

The City Council approved the collection of delinquent solid waste accounts through the property tax roll process on March 1, 1993. Since that time, delinquent charges have been placed on property tax bills annually in June.

Waste Management of the Inland Empire has submitted a preliminary list of approximately 7,900 delinquent accounts. This delinquent list is to be placed on the FY 2013/2014 tax roll if approved by Council. An official copy of the list is available in the City Clerk's office for public viewing. The maximum charge to be placed on the tax roll is $2,283,883.54. Although Waste Management accepted payment on delinquent accounts until June 21, 2013, there may be some additional deletions to the list or minor adjustments to the amounts prior to final submittal to the Riverside County Auditor.

As part of the notification process, Waste Management has mailed a "Notice of Delinquent Account" to the affected property owners and account holders, informing them of the intent to place all delinquent charges on the tax roll. These notifications are mailed on a quarterly basis which is over and above the minimum notification requirements as per Section 5470 of the California Health and Safety Code and the Moreno Valley Municipal Code Section 6.02.030. A public posting of the Council's action, in accordance with Section 6066 of the Government Code, is all that is required by law.

Procedurally, in order to collect these delinquent charges on the County tax roll, the City must file with the County Auditor a certified copy of the proposed resolution along with the report as specified in California Health and Safety Code Section 5473.4 and Section 6.02.030 of the Moreno Valley Municipal Code.

ALTERNATIVES

1. Approve placing the submitted list of delinquent solid waste accounts attached to this report on the Fiscal Year (FY) 2013/2014 Riverside County property tax roll for collection and direct the City Clerk to file with the Riverside County Auditor a certified copy of the proposed resolution and a written report as prescribed by Section 6.02.030(e) of the Moreno Valley Municipal Code.

2. Do not approve placing the submitted list of delinquent solid waste accounts attached to this report on the Fiscal Year (FY) 2013/2014 Riverside County property tax roll for collection and do not direct the City Clerk to file with the Riverside County Auditor a certified copy of the proposed resolution and a written report as prescribed by Section 6.02.030(e) of the Moreno Valley Municipal Code. *If Council does not approve the placement of the delinquent solid waste accounts on the tax roll, it could result in a net loss of revenue to the City of approximately $277,035 in franchise fees.*

FISCAL IMPACT

The City receives a 12.13% franchise fee for revenue generated from the collection of delinquent accounts at the time of collection. Placement of these delinquent charges on

the County property tax roll will ensure the City receives the revenues due from this source which would be approximately $277,035. This amount is deposited into the general fund.

Solid waste services are exempt from Proposition 218, as stated in Section 6(c) Property Related Fees and Charges. This is because the obligation to pay does not arise due to the customer owning the property, it arises because the property is used in a way which generates trash, and the customer did not choose to legally self-haul. Furthermore, the fee is not an encumbrance on the property, although delinquent fees can become the subject of a judgment lien.

CITY COUNCIL GOALS

Revenue Diversification and Preservation - Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

Community Image, Neighborhood Pride and Cleanliness - Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

NOTIFICATION

A "Notice of Public Hearing" was published on June 11, 2013 and June 18, 2013, in The Press Enterprise in accordance with Section 6066 of the Government Code. A public posting of Council's action will also be done in accordance with Section 6066 of the Government Code. In addition, Waste Management mailed payment requests to the attached accounts through a separate notice sent to property owners where the property could be identified as non-owner occupied. An official list of the submitted delinquent accounts is available in the City Clerk's office. This list represents the maximum charges which can be placed on the property tax roll for FY 2013/2014.

ATTACHMENTS

Attachment 1: List of Delinquent Accounts for FY 2013/2014. Provided under separate cover.

Prepared By:
Ariana Ayala
Management Analyst

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Robert R. Lemon
Maintenance & Operations Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Attachment 1

MORENO VALLEY Weekly List 0620 201
Report run as of: 6/20/2013 07:44:48 A

Column Totals	1,642,491.12	164,249.11	325,213.24	2,131,890.06
Customer Count	7308			

Rec No	ParcelNo	Fund No	NAME	HOUSE#	STREET	ZIPCOD	OwnerName	MailAddress	MailCityState	MailZip	Principal	Penalty	Interest	Total TR
86681043006	481302001	684277	MABRA, LONDA	12009	AARON DR	92557-7834	MABRA DEBORAH S	12009 AARON DR	MORENO V	92557	332.64	33.26	65.86	431.76
92134105005	481301027	684277	CAMACHO, JASMINE	12010	AARON DR	92557-7834	GUERRERO JASMINE I	12010 AARON DR	MORENO V	92557	255.40	25.54	50.57	331.50
83702925008	481293001	684277	LOPEZ, VALAIRE (RENT)	12070	AARON DR	92557-7834	DALLIN	5440 TRABUCO RD STE 200	IRVINE CA	92620	100.06	10.01	19.81	129.86
59760065006	481292009	684277	HAWTHORNE, CHRYSTALYNN	12081	AARON DR	92557-7834	HAWTHORNE CHRYSTALYNN	12081 AARON DR	MORENO V	92557	350.80	35.08	69.46	455.32
91077215004	481292010	684277	LOPEZ, NORMAN	12093	AARON DR	92557-7834	SANCHEZ JESUS	12093 AARON DR	MORENO V	92557	255.40	25.54	50.57	331.50
93894265009	481292012	684277	GONZALEZ, DIANA	12117	AARON DR	92557-7829	GONZALEZ RONALD	12117 AARON DR	MORENO V	92553	255.40	25.54	50.57	331.50
59008555007	481292014	684277	CLARK, JULLIETTE (RENT)	12141	AARON DR	92557-7829	CASTANEDA BERTHA CECILIA	3824 LONESOME RIDGE CT	RIO RANCH	87144	128.14	12.81	25.37	166.32
93228825003	481292015	684277	SALAZAR, LAURIE	12153	AARON DR	92557-7829	SALAZAR ROBERT F	12153 AARON DR	MORENO V	92557	255.40	25.54	50.57	331.50
86431183006	481292016	684277	TREVINO, SANDRA (RENT)	12165	AARON DR	92557-7829	JTH REAL ESTATE	360 E 1ST ST NO 297	TUSTIN CA	92780	191.77	19.18	37.97	248.90
85542715000	486421026	684277	LOFTON II, CARL	15338	ABAZO DR	92555-2981	LOFTON CARL	15338 ABAZO DR	MORENO V	92555	255.40	25.54	50.57	331.50
92655275003	486421031	684277	PATTERSON, ANITA	15378	ABAZO DR	92555-2982	NGUYEN JIMMY	P O BOX 20045	FOUNTAIN	92708	332.64	33.26	65.86	431.76
31108365008	479690017	684277	SANTIAGO, FELIPE	25081	ABBEY LN	92557-6552	FIGUEROA RAFAEL	25081 ABBEY LN	MORENO V	92557	128.14	12.81	25.37	166.32
31144375001	312050011	684277	BANKS, CHESTER AND ELAINE	16083	ABEDUL ST	92551-2031	BANKS CHESTER	16083 ABEDUL ST	MORENO V	92551	255.40	25.54	50.57	331.50
31483245001	312050017	684277	MARTINEZ, ALFREDO	16092	ABEDUL ST	92551-2031	MARTINEZ ALFREDO	16092 ABEDUL ST	MORENO V	92551	183.21	18.32	36.28	237.80
95182515005	312050009	684277	BROWN, KERRY	16107	ABEDUL ST	92551-2083	BROWN KERRY JEROME	16107 ABEDUL ST	MORENO V	92551	91.40	9.14	18.10	118.62
31237505006	312050007	684277	MCGEE, TRACY	16131	ABEDUL ST	92551-2033	MCGEE JIMMY T	16131 ABEDUL ST	MORENO V	92551	255.40	25.54	50.57	331.50
31516125003	312050005	684277	LINTON, DEBORAH	16155	ABEDUL ST	92551-2033	LINTON DEBORAH	16155 ABEDUL ST	MORENO V	92551	255.40	25.54	50.57	331.50
56446025004	312050003	684277	CHAVEZ, ALVARO (OWNR)	16179	ABEDUL ST	92551-2058	CHAVEZ ALVARO	455 MONTCLAIR ST	CHULA VIS	91911	289.81	28.98	57.38	376.16
65361525009	312050031	684277	CAMARCE, ED (OWNR)	16218	ABEDUL ST	92551-2057	GUTIERREZ OSCAR	2861 GATE TREE PL	CHULA VIS	91914	222.16	22.22	43.99	288.36
31553995003	312112008	684277	AVANT, FULTON	16278	ABEDUL ST	92551-2035	AVANT FULTON	16278 ABEDUL ST	MORENO V	92551	255.40	25.54	50.57	331.50
91392505006	312112009	684277	KAVATHAN, FRANK	16290	ABEDUL ST	92551-2035	KAVATHAN TAMMY	2212 N MAIN ST NO 1	SANTA AN	92706	128.14	12.81	25.37	166.32
93807745001	312112011	684277	BRIGGS, ARTHUR	16314	ABEDUL ST	92551-2037	BRIGGS ARTHUR R	16314 ABEDUL ST	MORENO V	92551	128.14	12.81	25.37	166.32
69271135008	312112012	684277	BEVIEN, ARTHUR	16326	ABEDUL ST	92551-2037	BEVIEN ARTHUR WHITE	16326 ABEDUL ST	MORENO V	92551	255.40	25.54	50.57	331.50
31633035005	312111001	684277	MELGAR, FERNANDO A	16347	ABEDUL ST	92551-2038	MELGAR FERNANDO A	16347 ABEDUL ST	MORENO V	92551	246.92	24.69	48.89	320.50
52832845007	312121016	684277	PINEDA, ISABEL (RENT)	16407	ABEDUL ST	92551-2040	FLORES YOLANDA	16407 ABEDUL ST	MORENO V	92551	44.07	4.407	8.73	57.2
84406605002	312121010	684277	BYRD, DONALD (RENT)	16479	ABEDUL ST	92551-2040	BEASON JON KEYON	16479 ABEDUL ST	MORENO V	92551	69.47	6.947	13.76	90.16
84406605007	312111002	684277	MYLES, HELEN AND ERNIE (RENT)	16335	ABEDUL ST	92551-2038	PROPERTY OWNER J & JILL F				56.77	5.677	11.24	73.68
31574175001	291300012	684277	JACKSON, TRIVIAN	22622	ABINGTON PL	92553-8476	JACKSON CLIFTON	22622 ABINGTON PL	MORENO V	92553	255.40	25.54	50.57	331.50
31320465008	291300010	684277	MAYNEZ, RUPERTA	22670	ABINGTON PL	92553-8476	TORRES RUPERTA	22670 ABINGTON PL	MORENO V	92553	255.40	25.54	50.57	331.50
31308235002	291300014	684277	SMITH, DANNELLE AND AUDREY	22677	ABINGTON PL	92553-8476	SMITH AUDREY	22677 ABINGTON PL	MORENO V	92553	255.40	25.54	50.57	331.50
90992863008	291581002	684277	MARLZONAZO, CRISEL (RENT)	13011	ACACIA AVE	92553-6901	MALIK SHER	3076 J ST	SAN DIEGO	92102	255.40	25.54	50.57	331.50
84090815000	291581007	684277	WEST, LASHUNDA (RENT)	13051	ACACIA AVE	92553-6901	LE SINH	22296 SUMMER HOLLY AVE	MORENO V	92553	102.88	10.288	20.37	133.52
84095705002	291581011	684277	THIGPEN, BETTY (RENT)	13083	ACACIA AVE	92553-6903	WEBSTER JOHN A	16023 PELICAN LN	MORENO V	92551	202.10	20.21	40.02	262.32
95275475005	291611004	684277	REED, ANTHONY	13177	ACACIA AVE	92553-6914	REED ANTHONY	13177 ACACIA AVE	MORENO V	92553	255.40	25.54	50.57	331.50
90393443008	291612002	684277	PATINO, ANGELICA	13230	ACACIA AVE	92553-6928	HU JIAN HUA	13230 ACACIA AVE	MORENO V	92553	255.40	25.54	50.57	331.50
82331055009	292072018	684277	GILLIS, MICHAEL (OWNR)	12922	ADELINE AVE	92553-5942	GILLIS MICHAEL J	12922 ADELINE AVE	MORENO V	92553	255.40	25.54	50.57	331.50
88412925009	296033015	684277	PHILLIPS, ROBERT AND PATRICIA	13165	ADELINE AVE	92553-5930	PHILLIPS ROBERT J	13165 ADELINE AVE	MORENO V	92553	292.18	29.22	57.85	379.24
94941193002	296033012	684277	GUILLEN, JOSIE	13211	ADELINE AVE	92553-5941	GUILLEN JOSIE A	13211 ADELINE AVE	MORENO V	92553	255.40	25.54	50.57	331.50
92091485007	304370041	684277	TURNER, SHERMANITA	15236	ADOBE WAY	92555-5810	HUANG HEN MAO	15236 ADOBE WAY	MORENO V	92555	255.40	25.54	50.57	331.50
92760003008	304360032	684277	VANVOOREN, ERNESTINE (RENT)	15244	ADOBE WAY	92555-5810	SONG LIDAN	23726 SILVER SPRAY DR	DIAMOND	91765	255.40	25.54	50.57	331.50
31634705002	304360034	684277	KEYS, FREDERICK (RENT)	15260	ADOBE WAY	92555-5818	CHU RONG PING	5414 HALISON ST	TORRANCE	90503	63.96	6.40	12.66	83.02
75315885007	304360028	684277	HICKS, VERNAE	15291	ADOBE WAY	92555-5819	BALATBAT RUDOLPH G	15826 TWIN LAKES DR	MORENO V	92555	255.40	25.54	50.57	331.50
31455805001	304360048	684277	WALKER, BOBBY	15372	ADOBE WAY	92555-5816	WALKER BOBBY	15372 ADOBE WAY	MORENO V	92555	25.54	2.55	5.06	33.14
97062265009	304350006	684277	JOHNSON, SHEILA	15469	ADOBE WAY	92555-5813	SUN WEI	15469 ADOBE WAY	MORENO V	92555	345.31	34.53	68.37	448.2
63015265007	484041011	684277	ARCHER, RICHARD (OWNR)	14140	AGAVE ST	92553-4477	ARCHER RICHARD L L	14140 AGAVE ST	MORENO V	92553	332.64	33.26	65.86	431.76
72606645003	484041007	684277	DUTTON, RODNEY AND MARIELA	14161	AGAVE ST	92553-4477	DUTTON RODNEY O	14161 AGAVE ST	MORENO V	92553	255.40	25.54	50.57	331.50
31163155007	484041005	684277	TAVIRA, MOISES(RENT)	14181	AGAVE ST	92553-4477	RODRIGUEZ JOSE L	14181 AGAVE ST	MORENO V	92553	164.44	16.44	32.56	213.44
58843295003	484041003	684277	MAGANA, JOSE	14213	AGAVE ST	92553-4421	MAGANA JOSE A	14213 AGAVE ST	MORENO V	92553	255.40	25.54	50.57	331.50
88403455006	484041019	684277	VICENTE, MELINDA (RENT)	14242	AGAVE ST	92553-4421	TRAN VINCENT	14242 AGAVE ST	MORENO V	92553	62.40	6.24	12.36	80.98
92398605001	484041001	684277	CARMACK, CICELEY	14243	AGAVE ST	92553-4421	GORDON JOYCELYN M	11748 VALLE LINDO ST	MORENO V	92555	255.40	25.54	50.57	331.50
91888515001	484112008	684277	WATSON, LOIS (RENT)	14265	AGAVE ST	92553-4421	AGAVE STREET TRUST	231 E ALESSANDRO BL NO A	RIVERSIDE	92508	248.50	24.85	49.20	322.54
98636703007	484113009	684277	REYES, CHRISTINE (RENT)	14320	AGAVE ST	92553-4423	GONZALEZ PETER	14320 AGAVE ST	MORENO V	92553	255.40	25.54	50.57	331.50
93676035009	484113014	684277	HUTCHERSON, BERRY	14356	AGAVE ST	92553-4423	HUTCHERSON BARRY	14356 AGAVE ST	MORENO V	92553	255.40	25.54	50.57	331.50
88926455006	484113016	684277	TELLO, VICTOR	14370	AGAVE ST	92553-4423	TELLO VICTOR G	14370 AGAVE ST	MORENO V	92553	255.40	25.54	50.57	331.50
31291695003	484123007	684277	ALANIS, CANDACE (RENT)	14440	AGAVE ST	92553-4425	KETCHAM WILLIAM V	15379 ADOBE WAY	MORENO V	92555	138.74	13.87	27.47	180.08
86149563004	484224006	684277	GRAY, RAY	14518	AGAVE ST	92553-7164	GRAY RAYMOND	14518 AGAVE ST	MORENO V	92553	255.40	25.54	50.57	331.50
93778285000	484224005	684277	ALVAREZ, ROCIO	14530	AGAVE ST	92553-7164	CANO MIGUEL	14530 AGAVE ST	MORENO V	92553	191.77	19.18	37.97	248.90
96662355008	484224002	684277	JACKSON, GWENDALYN	14570	AGAVE ST	92553-7164	CROSS GWENDOLYN	14570 AGAVE ST	MORENO V	92553	55.40	5.54	10.97	71.9
91571843004	484223008	684277	CARTER, TERRY	14644	AGAVE ST	92553-7165	CARTER TERRY	14644 AGAVE ST	MORENO V	92553	255.40	25.54	50.57	331.50

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97869975008	486412005	684277	SHINER, CEDRIC (RENT)	15332	AGUILA PASS	92555-2900	NOLTMANN INGO	5536 INNER CIRCLE DR	RIVERSIDE	92506	669.57	66.96	132.57	869.10
68121505008	486412002	684277	BARNETT, CASSONDRA	15356	AGUILA PASS	92555-2900	BARNETT THOMAS	15356 AGUILA PASS	MORENO V	92555	255.40	25.54	50.57	331.50
68121505013	486412004	684277	LOVANO, ERICK (RENT)	15340	AGUILA PASS	92555-2900	SALCIDO, YVONNE	#REF!	#REF!	#REF!	337.98	33.798	66.92	438.68
88326963002	485081016	684277	SANCHEZ, ANNA	24809	AGUSTA DR	92551-4031	LOZA DAVID T	24809 AGUSTA DR	MORENO V	92551	255.40	25.54	50.57	331.50
97343555002	260124021	684277	WATSON, KENNETH	23609	AIROSA PL	92557-3964	WATSON KENNETH	23609 AIROSA PL	MORENO V	92557	255.40	25.54	50.57	331.50
95591985008	260125008	684277	HALLSTROM, DON	23634	AIROSA PL	92557-3963	HALLSTROM MARIA V	10677 BREEZY MEADOW DR	MORENO V	92557	255.40	25.54	50.57	331.50
97124425004	260124007	684277	EDGERSON, CARMELLA	23651	AIROSA PL	92557-3964	BOSSETT CARMELLA	23651 AIROSA PL	MORENO V	92557	255.40	25.54	50.57	331.50
31314955008	484273035	684277	BARBOZA, MARIA TERESA (RENT)	14780	ALBA WAY	92553-7148	FLORIDO VICENTE	14780 ALBA WAY	MORENO V	92553	220.89	22.09	43.74	286.7
31269575004	484271016	684277	RAYMOND, ANNETTE (RENT)	14785	ALBA WAY	92553-7100	THAI LAM TUONG	1710 E AUTUMN	WEST COV	91791	409.88	40.99	81.16	532.02
31128145003	484271012	684277	FOX, MADALYNN (RENT)	14829	ALBA WAY	92553-7136	BROUGHTON LINDA LEE	3745 STEWART AVE	LOS ANGEL	90066	242.20	24.22	47.96	314.36
94421005005	484273032	684277	GERMANY, RICHARD (RENT)	14848	ALBA WAY	92553-7146	SEGURA JULIAN	24485 TIERRA DE ORO	MORENO V	92553	255.40	25.54	50.57	331.50
31502015006	484271008	684277	MANGARREZ, PEDRO	14869	ALBA WAY	92553-7136	ALBA ANTHONY	14869 ALBA WAY	MORENO V	92553	255.40	25.54	50.57	331.50
94361225007	264301014	684277	PARK, HAN	11903	ALBION WAY	92557-6140	PARK JUNG HOON	14025 QUAILRIDGE DR	RIVERSIDE	92503	255.40	25.54	50.57	331.50
57320695009	264301019	684277	DONIS, BLANCA	11947	ALBION WAY	92557-6140	DONIS RAUL	11947 ALBION WAY	MORENO V	92557	255.40	25.54	50.57	331.50
31587315004	487310021	684277	NEWBERN, ELAINE	26433	ALDERTREE CT	92555-2366	NEWBERN MARVIN A	26433 ALDERTREE CT	MORENO V	92555	255.40	25.54	50.57	331.50
1.0075E+11	487310020	684277	JAIMES, AIDA	26445	ALDERTREE CT	92555-2366	MANUEL ESTEBAN G	26445 ALDERTREE CT	MORENO V	92555	175.40	17.54	34.73	227.66
31381385007	473351022	684277	WHEELER, BRADFORD	11108	ALDREN CT	92555-6547	VEACH TAMMY W V	31160 SUTHERLAND DR	REDLANDS	92373	255.40	25.54	50.57	331.50
90621245004	473361007	684277	VASQUEZ, AL AND DIANE	11134	ALDREN CT	92555-6547	VASQUEZ ALFRED	11134 ALDREN CT	MORENO V	92555	255.40	25.54	50.57	331.50
65248865006	484222013	684277	PURCELL, MELISSA	25160	ALEPPO WAY	92553-7142	PURCELL THOMAS	P O BOX 9642	MORENO V	92552	95.40	9.54	18.89	123.82
31416305008	484222020	684277	TOLLIVER, GARY	25173	ALEPPO WAY	92553-7142	TOLLIVER GARY R	25173 ALEPPO WAY	MORENO V	92553	255.40	25.54	50.57	331.50
31311265009	484222011	684277	SALINAS, OSCAR AND MONICA (O	25184	ALEPPO WAY	92553-7142	FERNANDEZ JOSE	25184 ALEPPO WAY	MORENO V	92553	43.52	4.35	8.62	56.48
96593845003	291192025	684277	OJEDA LARIOS, JOAQUIN (RENT)	22184	ALESSANDRO BLVD	92553-8217	URENA SOCRATES	20620 AVENIDA HACIENDA	RIVERSIDE	92508	255.40	25.54	50.57	331.50
94689885002	291192024	684277	WALLS, RANDY (RENT)	22240	ALESSANDRO BLVD	92553-8207	ELLIOTT JOHN PAUL	3878 12TH ST	RIVERSIDE	92501	119.07	11.91	23.58	154.54
75734515007	482203016	684277	SOTO, ISABELLA (RENT)	24834	ALESSANDRO BLVD	92553-5899	TRAN HOA THIEN	8302 GUMWOOD CIR	WESTMINS	92863	255.40	25.54	50.57	331.50
92517735009	484030009	684277	THOMPSON, DAVID	25791	ALESSANDRO BLVD	92553-2919	WU KAI LIN	25791 ALESSANDRO BLV	MORENO V	92553	224.28	22.43	44.41	291.10
94377035003	478070008	684277	CERRATO, LILY C OWNER	28135	ALESSANDRO BLVD	92555-6101	CERRATO LILY C	656 E HEMLOCK ST	OXNARD C	93033	183.21	18.32	36.28	237.80
31255495000	478050002	684277	GOULD, AMBER	28344	ALESSANDRO BLVD	92555-6102	GOULD BRENDAN R	28344 ALESSANDRO BLV	MORENO V	92555	332.64	33.26	65.86	431.76
93848973006	478040012	684277	BONDS, DARLENE (RENT) APTS	28700	ALESSANDRO BLVD	92555-6930	GARCIA RUBEN	11829 BARN WALL ST	NORWALK	90650	128.14	12.81	25.37	166.32
31229685005	478166037	684277	CORNEJO, SUJEY (OWNR)	28839	ALESSANDRO BLVD	92555-6939	CORNEJO STEVE	28839 ALESSANDRO BLV	MORENO V	92555	63.96	6.40	12.66	83.02
91765765008	478166013	684277	WILSON, PAUL R	28929	ALESSANDRO BLVD	92555-6932	WILSON PAUL R	28929 ALESSANDRO BLV	MORENO V	92555	332.64	33.26	65.86	431.76
72630135000	478175014	684277	KNIGHT, HEATHER	28930	ALESSANDRO BLVD	92555-6933	KNIGHT EDWARD J	28930 ALESSANDRO BLV	MORENO V	92555	332.64	33.26	65.86	431.76
97517955007	478166014	684277	ROWAN, TERRY AND LAVERNE	28949	ALESSANDRO BLVD	92555-6932	ROWAN LAVERNE	28949 ALESSANDRO BLV	MORENO V	92555	332.64	33.26	65.86	431.76
92471045004	478430016	684277	IRVINE, RICK	29075	ALESSANDRO BLVD	92555-7211	IRVINE RICHARD A	29075 ALESSANDRO BLV	MORENO V	92555	255.40	25.54	50.57	331.50
60693595005	478430019	684277	DRAKE, MICHAEL	29095	ALESSANDRO BLVD	92555-7211	DRAKE MICHAEL	29095 ALESSANDRO BLV	MORENO V	92555	255.40	25.54	50.57	331.50
97104745009	478182048	684277	DYKASTRA, EDDIE	29144	ALESSANDRO BLVD	92555-7221	DYKSTRA EDWARD	29144 ALESSANDRO BLV	MORENO V	92555	332.64	33.26	65.86	431.76
93972453003	478430017	684277	STOREY, DONALD	29155	ALESSANDRO BLVD	92555-7212	LADAWON NATTAPONG	29155 ALESSANDRO BLV	MORENO V	92555	255.40	25.54	50.57	331.50
93343655005	296051007	684277	KELSEY, ALBERT (RENT)	13165	ALEXIS DR	92553-3266	THOMAS MESEGA	13165 ALEXIS DR	MORENO V	92553	246.37	24.64	48.78	319.78
53078005002	304190037	684277	SIPIN, MARILOU	15809	ALISA VIEJO CT	92555-5914	SIPIN EDWARD B	15809 ALISA VIEJO CT	MORENO V	92555	255.40	25.54	50.57	331.50
93886945003	304220049	684277	NOLAN, TWANETTE	15899	ALISA VIEJO CT	92555-5915	GORDON JEANNETTE E	15899 ALISA VIEJO CT	MORENO V	92555	191.87	19.19	37.99	249.04
50884435006	486462012	684277	GOMEZ, EDGAR	16280	ALMANOR CT	92551-2013	GOMEZ EDGAR	8200 N LAURELGELN BLV	BAKERSFIE	93311	255.40	25.54	50.57	331.50
72990335006	292123006	684277	AREDONDO, LILIA	12791	ALONA ST	92553-5650	ARREDONDO LILIA	12791 ALONA ST	MORENO V	92553	255.40	25.54	50.57	331.50
88644275003	292124008	684277	ROTHSCHILD, ALTHERESA	12850	ALONA ST	92553-5662	ROTHSCHILD JAMES L	12850 ALONA ST	MORENO V	92553	255.40	25.54	50.57	331.50
57202705007	292124009	684277	BECERRA, VICTOR AND SANDRA	12854	ALONA ST	92553-5662	BECERRA VICTORINO M	12854 ALONA ST	MORENO V	92553	55.40	5.54	10.97	71.90
93809525003	292131009	684277	SANCHEZ, ALMA (OWNR)	12980	ALONA ST	92553-5657	SANCHEZ ALMA RUTH	12980 ALONA ST	MORENO V	92553	332.64	33.26	65.86	431.76
93961535000	292131010	684277	CELAYA, RENEE (OWNR)	12994	ALONA ST	92553-5657	CELAYA LUPE R	1948 ENGLISH OAK WAY	PERRIS CA	92571	155.40	15.54	30.77	201.70
96279505000	486414004	684277	GILLIAM, DARRYL	15379	ALOSTA LN	92555-2909	GILLIAM DARRYL G	15379 ALOSTA LN	MORENO V	92555	130.40	13.04	25.82	169.24
92392583008	486414002	684277	RUDD, ANNETTE	15399	ALOSTA LN	92555-2909	RUDD ANNETTE	15399 ALOSTA LN	MORENO V	92555	255.40	25.54	50.57	331.50
90773375005	486414001	684277	COLBERT, SHERINDA (OWNR)	15409	ALOSTA LN	92555-2910	COLBERT SHERINDA	13629 ERIN DR	MORENO V	92555	150.40	15.04	29.78	195.20
31640455001	486431021	684277	GASCA, VIRGINA	15419	ALOSTA LN	92555-2910	VALDERRAMA GIOVANNA	15419 ALOSTA LN	MORENO V	92555	255.40	25.54	50.57	331.50
94622225002	486431012	684277	SMITH, VINCENT (RENT)	15468	ALOSTA LN	92555-2910	CHEN MING YING	101 REUNION	IRVINE CA	92603	255.40	25.54	50.57	331.50
75307975005	486431013	684277	DAVIDSON, JAMES (OWNR)	15488	ALOSTA LN	92555-2910	DAVIDSON JAMES A	15488 ALOSTA LN	MORENO V	92555	63.96	6.40	12.66	83.02
57849745007	312071024	684277	SALAZAR, FERNANDO	25683	ALPARAS CIR	92551-2025	SALAZAR CHANTELLE	25683 ALPARAS CIR	MORENO V	92551	191.77	19.18	37.97	248.90
92445563008	474333016	684277	SCHROEDER, KAREN	25271	ALPHA ST	92557-5728	WARD KAREN A	25271 ALPHA ST	MORENO V	92557	326.45	32.65	64.64	423.72
48279675003	474084030	684277	FLORES, IGNACIO	25427	ALPHA ST	92557-5730	FLORES IGNACIO	25427 ALPHA ST	MORENO V	92557	191.55	19.155	37.93	248.62
31171295001	479680001	684277	DANIELS, JERRY (OWNR)	13379	ALPINE ST	92553-0865	LUI KUI DIN	2825 W GRAND AVE	ALHAMBR	91801	221.08	22.11	43.77	286.96
62822025008	479681011	684277	MEDRANO, ANNA	13380	ALPINE ST	92553-0866	MEDRANO ANA C	13380 ALPINE ST	MORENO V	92553	58.92	5.89	11.67	76.46
31452285007	479680006	684277	WILLIAMS, ALFRED	13449	ALPINE ST	92553-0863	NGO CONNIE	4080 VIA MARISOL NO 338	LOS ANGEL	90042	255.18	25.518	50.53	331.22
31587845003	479681005	684277	LEON, CECILIA	13464	ALPINE ST	92553-0864	LEON VICTOR M	13464 ALPINE ST	MORENO V	92553	255.29	25.53	50.55	331.36
31569755009	479681004	684277	INDA, EDWARD	13478	ALPINE ST	92553-0864	NGO CONNIE	4080 VIA MARISOL NO 338	LOS ANGEL	90042	255.18	25.518	50.53	331.22
97461415002	474701012	684277	SOLOMON, CRESTA (OWNR)	25208	ALTA VISTA DR	92557-5233	SOLOMON RICHARD J	25208 ALTA VISTA DR	MORENO V	92557	255.29	25.53	50.55	331.36
31384645007	260425003	684277	REYES, JORGE	10050	ALTABRISA WAY	92557-9016	REYES JORGE ALEXANDER	10050 ALTABRISA WAY	MORENO V	92557	299.97	30.00	59.39	389.36
31644325001	260431007	684277	SAUCIER, LUCY	10159	ALTABRISA WAY	92557-9019	SAUCIER JOHNIE A	10159 ALTABRISA WAY	MORENO V	92557	332.40	33.24	65.82	431.44
97404225002	260431012	684277	PALMER, DEAN	10209	ALTABRISA WAY	92557-9020	PALMER DEAN G	10209 ALTABRISA WAY	MORENO V	92557	191.66	19.17	37.95	248.76
97404225007	260431010	684277	CASTANON, LINDA	10189	ALTABRISA WAY	92557-9019	ZUNIGA OSCAR	#REF!	MORENO V	#REF!	202.80	20.28	40.15	263.22
1.01095E+11	487421013	684277	FLORENCE, RANDY	26297	ALTURAS CREEK DR	92555-2447	FLORENCE RANDY C	26297 ALTURAS CREEK DR	MORENO V	92555	332.40	33.24	65.82	431.44

93138405002	487421008	684277	PARKER, GLORIA	26371	ALTURAS CREEK DR	92555-2448	PARKER GLORIA	26371 ALTURAS CREEK DR	MORENO V	92555	255.29	25.53	50.55	331.36
96277235001	487422008	684277	WEATHERSPOON, PATRICIA	26454	ALTURAS CREEK DR	92555-6821	WEATHERSPOON PATRICIA	26454 ALTURAS CREEK DR	MORENO V	92555	255.29	25.53	50.55	331.36
99535623007	474482022	684277	VASQUEZ, FRANK (RENT)	10718	ALYSSUM LN	92557-3020	MENDOZA JAVIER	12157 FRANKLIN ST	MORENO V	92557	140.58	14.06	27.83	182.46
92834505006	479501037	684277	VALTIERRA, CRYSTAL	12091	AMBER HILL TRL	92557-7532	RIVAS MODESTO J	12091 AMBER HILL TR	MORENO V	92557	125.40	12.54	24.83	162.76
98365345019	479512012	684277	COTA, CHARLIE P AND CAROL	12141	AMBER HILL TRL	92557-7546	COTA CHARLES V R	12141 AMBER HILL TR	MORENO V	92557	166.20	16.62	32.91	215.72
92833975009	479513007	684277	BOWDEN, BETTY	12162	AMBER HILL TRL	92557-7547	BOWDEN BETTY	12162 AMBER HILL TR	MORENO V	92557	255.29	25.53	50.55	331.36
1.00472E+11	479513008	684277	STEWART, GLENDA	12182	AMBER HILL TRL	92557-7549	STEWART CHARLES E	12182 AMBER HILL TR	MORENO V	92557	255.29	25.53	50.55	331.36
31399855000	479512005	684277	GONZALEZ, REYNA	12211	AMBER HILL TRL	92557-7557	MORENO JUAN JOSE	12211 AMBER HILL TR	MORENO V	92557	30.40	3.04	6.02	39.44
31535705001	479513026	684277	WEST, CHRIS (RENT)	12212	AMBER HILL TRL	92557-7557	JOHNSON SANDRA	P O BOX 5601	RIVERSIDE	92517	63.63	6.363	12.60	82.58
95192835007	479513027	684277	DECATUR'WYATT, TAMARA (RENT	12220	AMBER HILL TRL	92557-7557	GREEN ELIAS D	12220 AMBER HILL TR	MORENO V	92557	255.40	25.54	50.57	331.50
92302335000	482551013	684277	ECHEVERRIA, GERSON (RENT)	24015	AMBERLEY DR	92553-3377	ZAMORA WINSTON E	8989 LARAMIE	ALTA LOM	91737	255.40	25.54	50.57	331.50
56143355007	482551014	684277	HERNANDEZ, JOSEFINA (RENT)	24029	AMBERLEY DR	92553-3377	HA JAMES	24029 AMBERLEY DR	MORENO V	92553	210.40	21.04	41.66	273.08
53042635006	482552006	684277	GONZALEZ, TINA	24030	AMBERLEY DR	92553-6242	GONZALEZ TINA A	24030 AMBERLEY DR	MORENO V	92553	155.29	15.53	30.75	201.56
61359165002	482552014	684277	GRIJALVA, ERNESTO	24116	AMBERLEY DR	92553-3381	GRIJALVA ERNESTO R	24116 AMBERLEY DR	MORENO V	92553	255.29	25.53	50.55	331.36
31306665005	482552015	684277	RUANO, ADRIANA (OWNR)	24122	AMBERLEY DR	92553-3381	RUANO LUCIO	24122 AMBERLEY DR	MORENO V	92553	109.03	10.90	21.59	141.52
31337165005	482552017	684277	DELMAE PROPERTIES	24134	AMBERLEY DR	92553-3381	DELMAE PROP	12831 MORENO BEACH NO 107	MORENO V	92555	255.40	25.54	50.57	331.50
61003505005	482554007	684277	ELLIOTT, NISHA (RENT)	24145	AMBERLEY DR	92553-3382	BANK OF AMERICA	1800 TAPO CANYON SV2202	SIMI VALLE	93063	144.51	14.451	28.61	187.56
82865295006	482554008	684277	GODINEZ, MARIA (RENT)	24151	AMBERLEY DR	92553-3382	GOMEZ MARIA YSABEL	24151 AMBERLEY DR	MORENO V	92553	260.40	26.04	51.56	337.98
66672225001	482554009	684277	BEDOLLA, SYLVIA	24157	AMBERLEY DR	92553-3382	BEDOLLA SILVIA	24157 AMBERLEY DR	MORENO V	92553	205.29	20.53	40.65	266.46
96197415003	482552022	684277	MARTINEZ, VALERIE (TNT)	24174	AMBERLEY DR	92553-3383	GARCIA JUAN MANUEL	24174 AMBERLEY DR	MORENO V	92553	122.29	12.23	24.21	158.72
56186575000	482554012	684277	MARTINEZ, MIRNA	24179	AMBERLEY DR	92553-3387	MARTINEZ HECTOR R	24179 AMBERLEY DR	MORENO V	92553	255.29	25.53	50.55	331.36
53669195008	482552025	684277	MARTINEZ, HERMINIA (RENT)	24194	AMBERLEY DR	92553-3383	TRAN VIET	24194 AMBERLEY DR	MORENO V	92553	78.85	7.885	15.61	102.34
86536003000	312300010	684277	LUCERO, KAREN (OWNR)	25313	AMY CT	92551-2413	LUCERO CHRISTIAN	25313 AMY CT	MORENO V	92551	255.40	25.54	50.57	331.50
94854215003	312123025	684277	BAHDNA, MIGUEL (OWNR)	16419	ANCLADERO CT	92551-2092	BAHENA MIGUEL ANGEL	16419 ANCLADERO CT	MORENO V	92551	51.04	5.10	10.11	66.24
87990705001	312123033	684277	BERG, DANA	16434	ANCLADERO CT	92551-2091	BERG DANA	16434 ANCLADERO CT	MORENO V	92551	35.29	3.529	6.99	45.8
92689045001	312123022	684277	GRIZZARD, SARA	16455	ANCLADERO CT	92551-2092	GRIZZARD SARA A	3200 GUASTE RD STE 100	ONTARIO	91761	255.29	25.53	50.55	331.36
94757395000	479564003	684277	WALKER, PAMELA	25944	ANDRE CT	92553-6824	WALKER PAMELA A	25944 ANDRE CT	MORENO V	92553	255.29	25.53	50.55	331.36
63906885007	479564009	684277	UTRERA, JENNIFER	25981	ANDRE CT	92553-6824	UTRERA JENNIFER	25981 ANDRE CT	MORENO V	92553	255.18	25.518	50.53	331.22
96798225008	292022025	684277	RENTERIA, ROMAN	12501	ANDRETTI ST	92553-5201	RENTERIA ROMAN I	12501 ANDRETTI ST	MORENO V	92553	332.40	33.24	65.82	431.44
96794695008	292023012	684277	GONZALES, MIGUEL	12516	ANDRETTI ST	92553-5200	GONZALEZ MIGUEL	12516 ANDRETTI ST	MORENO V	92555	255.29	25.53	50.55	331.36
60084235003	292022034	684277	ALVAREZ, ANDREA	12567	ANDRETTI ST	92553-5201	ORDONEZ ROBERTO	12567 ANDRETTI ST	MORENO V	92553	255.18	25.518	50.53	331.22
96798825002	292023008	684277	CORONEL, ADOLFO (RENTER)	12578	ANDRETTI ST	92553-5200	VARELA MARTA	12578 ANDRETTI ST	MORENO V	92553	46.12	4.612	9.13	59.86
31591685008	292022039	684277	CASIQUE, RICARDO (RENT)	12597	ANDRETTI ST	92553-5201	MONZON SMITH LOLA	12597 ANDRETTI ST	MORENO V	92553	179.04	17.90	35.45	232.38
31301895003	292022041	684277	HANNAH, STEPHANIE (RENT)	12635	ANDRETTI ST	92553-5259	WELCH CHARLES E	1452 W 82ND ST APT 2	LOS ANGEI	90047	60.34	6.03	11.95	78.32
64441835005	292023003	684277	BOGAN, ROBERT (RENT)	12636	ANDRETTI ST	92553-5260	STARKWEATHER SCOTT RAYMOND	12636 ANDRETTI ST	MORENO V	92553	63.96	6.40	12.66	83.02
68484175009	292033002	684277	QUIZA, ROSAMARIA	12674	ANDRETTI ST	92553-5260	AGUADO JUAN	12674 ANDRETTI ST	MORENO V	92553	128.03	12.80	25.35	166.18
66526325008	292035008	684277	MEAD, ROBIN (RENT)	12715	ANDRETTI ST	92553-5257	DEP TRANSPORT	12715 ANDRETTI ST	MORENO V	92553	224.70	22.47	44.49	291.66
91213035003	292062005	684277	SALAZAR, ALEJANDRO (RENT)	12760	ANDRETTI ST	92553-5255	SALAZAR ANTONIO	12760 ANDRETTI ST	MORENO V	92553	64.44	6.44	12.76	83.64
59677105004	292062002	684277	BRAZLEY, ROCHELLE (RENT)	12802	ANDRETTI ST	92553-5256	LIAO CHIN FANG	159 N SAN MARINO AVE	SAN GABR	91775	254.85	25.49	50.46	330.78
96543235006	487530017	684277	MALING, NOAH AND ROLANDO (R	13819	ANDROMEDA AVE	92555-3814	BUYCO ALEXIS	13819 ANDROMEDA AVE	MORENO V	92555	263.40	26.34	52.15	341.88
31394485009	474521005	684277	FRASCA, LEONARD AND MARY	10749	ANEMONE CIR	92557-4144	FRASCA MARY L	10755 ANEMONE CIR	MORENO V	92557	336.61	33.66	66.65	436.9
96456255006	474521010	684277	MENENDEZ, PAULA (OWNR)	10772	ANEMONE CIR	92557-4144	MENENDEZ ROLANDO A	10772 ANEMONE CIR	MORENO V	92557	105.40	10.54	20.87	136.80
31472415008	474533016	684277	BUSTAMANTE, LUCHO	10837	ANEMONE CIR	92557-4114	BUSTAMANTE ISABELO LUCHO	10837 ANEMONE CIR	MORENO V	92557	255.18	25.518	50.53	331.22
31174775004	474531003	684277	CARTER, MICHEAL (RENT)	10874	ANEMONE CIR	92557-4115	CASTRO ELIZABETH MARISOL	10874 ANEMONE CIR	MORENO V	92557	178.45	17.845	35.33	231.62
31055265002	474533013	684277	PETERKIN, RICHARD (OWNR)	10881	ANEMONE CIR	92557-4116	PETERKIN RICHARD LAMONT	10881 ANEMONE CIR	MORENO V	92557	128.14	12.81	25.37	166.32
92535855005	474533011	684277	JIMMEZ, JUAN	10911	ANEMONE CIR	92557-4145	JIMENEZ JUAN GONZALEZ	10911 ANEMONE CIR	MORENO V	92557	226.45	22.65	44.84	293.92
92225935007	316121034	684277	SUFLE, WENDY (OWNR)	24589	ANGELLA WAY	92551-7407	SECRETARY HOUSING & URBAN DEV OF	24589 ANGELLA WAY	MORENO V	92551	255.40	25.54	50.57	331.50
92437155001	316121035	684277	SALMERON, MARIA	24611	ANGELLA WAY	92551-7448	SALMERON MARTIN	24611 ANGELLA WAY	MORENO V	92551	255.29	25.53	50.55	331.36
31623495009	475032026	684277	RODRIGUEZ, FAUSTINO	24280	ANGIE LN	92557-5049	RODRIGUEZ SENORINA	24280 ANGIE LN	MORENO V	92557	332.16	33.216	65.77	431.14
98802423004	479594005	684277	CHENAULT, BEVERLY (OWNR)	25799	ANISE ST	92553-6857	CHENAULT BEVERLEE	25799 ANISE ST	MORENO V	92553	326.22	32.622	64.59	423.42
75033515004	479594006	684277	LARSON, RUSSELL	25811	ANISE ST	92553-6890	LARSON RUSSELL K	25811 ANISE ST	MORENO V	92553	255.29	25.53	50.55	331.36
73248435007	479681002	684277	HOLT, GLADYS (OWNR)	25847	ANISE ST	92553-6858	HOLT GLADYS	25847 ANISE ST	MORENO V	92553	191.77	19.18	37.97	248.90
95770595000	482481016	684277	AGUILAR, DEIDRA	14106	ANN MARIE CT	92553-6730	MBAGWU OKECHUKWU D	285 GREEN AVE	ESCONDID	92025	438.42	43.84	85.81	569.06
31595515005	482481010	684277	MEJIA, MILTON	14117	ANN MARIE CT	92553-6731	RODRIGUEZ MARTHA R	14117 ANN MARIE CT	MORENO V	92553	255.29	25.53	50.55	331.36
84616945005	478322008	684277	OCHOA, JOSE (RENT)	14288	ANNADALE DR	92555-6238	OCHOA JOSE	14288 ANNADALE DR	MORENO V	92555	212.48	21.25	42.07	275.78
58545145006	478320002	684277	MARTE, MELVIN	14289	ANNADALE DR	92555-6238	MARTE MELVIN	14289 ANNADALE DR	MORENO V	92555	255.29	25.53	50.55	331.36
73551495001	478320003	684277	ROONGRUANGYOT, LEEVIS (RENT	14305	ANNADALE DR	92555-6238	TAWATAO RIO RITA R	P O BOX D	MORENO V	92556	127.40	12.74	25.23	165.36
70209125007	478320008	684277	MARROQUIN, ALEX	14367	ANNADALE DR	92555-6238	MORADI TOORAJ H	14367 ANNADALE DR	MORENO V	92555	255.29	25.53	50.55	331.36
31538705006	486034004	684277	DAWSON, ANGELIA	25857	ANNETTE AVE	92551-7003	VAZQUEZ MARTIN	25857 ANNETTE AVE	MORENO V	92551	255.29	25.53	50.55	331.36
90638585006	486024014	684277	BARDALES, GLENDA (OWNR)	25895	ANNETTE AVE	92551-7003	BARDALES GLENDA	5200 E 60TH ST	MAYWOOI	90270	352.42	35.24	69.78	457.44
57372635003	486025014	684277	SANFORD, SHERRON	25910	ANNETTE AVE	92551-7004	SANFORD WILBUR	25910 ANNETTE AVE	MORENO V	92551	255.29	25.53	50.55	331.36
60663935007	486024012	684277	SALWAY, SHANIKA (RENT)	25917	ANNETTE AVE	92551-7000	LOPEZ MARTIN	3137 THRUSH WAY	PERRIS CA	92571	255.40	25.54	50.57	331.50
95914615000	304511045	684277	HERNANDEZ, OCTAVIO	14929	ANSLEY CT	92555-5827	HERNANDEZ OCTAVIO ALONSO	14929 ANSLEY CT	MORENO V	92555	105.29	10.53	20.85	136.66
89924243005	486290025	684277	SANCHEZ, TERESA (OWNR)	14416	ANTHONY PL	92555-4709	SANCHEZ TERESA	14416 ANTHONY PL	MORENO V	92555	255.29	25.53	50.55	331.36
74569525006	486290013	684277	ALVAREZ, KIMBERLY	14443	ANTHONY PL	92555-4713	GUTIERREZ GABRIEL	1112 LAGOON AVE	WILMINGT	90744	413.68	41.37	81.91	536.94

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31547635001	486290012	684277	WHITE, KAREN (RENT) APTS	14471	ANTHONY PL	92555-4713	ESPINOZA WILLIAM R	14471 ANTHONY PL	MORENO V	92555	332.64	33.26	65.86	431.76
31478145002	484171014	684277	BENITO, ANGELICA (OWNR)	14545	ANTILLES DR	92553-4952	BENITO ANGELICA	26973 HONORS WAY	MORENO V	92555	90.29	9.03	17.88	117.18
92073913005	484171017	684277	FARAGOZA, ESTHER	14577	ANTILLES DR	92553-4952	FARAGOZA LUIS	14577 ANTILLES DR	MORENO V	92553	255.29	25.53	50.55	331.36
96781365004	484172024	684277	ALEXANDER, LOLA	14586	ANTILLES DR	92553-4980	STREETER SAMUEL L	P O BOX 18082	LOUISVILLE	40261	332.40	33.24	65.82	431.44
74877125007	484194006	684277	REICHERT, HERBERT	14612	ANTILLES DR	92553-4912	REICHERT HERBERT C	14612 ANTILLES DR	MORENO V	92553	255.29	25.53	50.55	331.36
83565015000	484191002	684277	ZARAZUA, CARMEN	14623	ANTILLES DR	92553-4981	GERMAN LUIS	14623 ANTILLES DR	MORENO V	92553	332.40	33.24	65.82	431.44
31414425008	484191003	684277	PEREZ, RICHARD	14633	ANTILLES DR	92553-4981	PERZ RICHARD	14633 ANTILLES DR	MORENO V	92553	105.29	10.53	20.85	136.66
31162855002	484194009	684277	ESTRELLA, FRANK	14646	ANTILLES DR	92553-4912	ESTRELLA FRANK	14646 ANTILLES DR	MORENO V	92553	255.29	25.53	50.55	331.36
87982145006	484191017	684277	STUART, MELISSA (RENT)	14667	ANTILLES DR	92553-4981	KYAW THEIN	441 W FOOTHILL BLV	ARCADIA (	91006	255.40	25.54	50.57	331.50
64176395009	484194010	684277	HORN, BILLY	14668	ANTILLES DR	92553-4912	HORN BILLY	14668 ANTILLES DR	MORENO V	92553	44.59	4.46	8.83	57.86
31286695003	484191016	684277	MARTINEZ, MARIA (OWNR)	14677	ANTILLES DR	92553-4981	MARTINEZ MARIA D	14677 ANTILLES DR	MORENO V	92553	255.40	25.54	50.57	331.50
58075905004	484191013	684277	GONZALEZ, MIGUEL AND JOSEFIN	14711	ANTILLES DR	92553-2949	GONZALEZ MIGUEL	14711 ANTILLES DR	MORENO V	92553	557.14	55.71	110.31	723.16
81273465009	296142010	684277	BONAPARTE, CHERI L	23771	ANTLER CT	92553-3290	BONAPARTE CURTIS LEE	23771 ANTLER CT	MORENO V	92553	111.00	11.10	21.98	144.06
92022285004	296142013	684277	JONES, JEANNEANE	23790	ANTLER CT	92553-3290	SHARIFZADEH HABIB	25222 CINNAMON RD	LAKE FORE	92630	255.29	25.53	50.55	331.36
97046615009	484041026	684277	SIERRA, MARIA	14159	APPLE BLOSSOM LN	92553-4481	SIERRA REYNALDO J	14159 APPLE BLOSSOM LN	MORENO V	92553	59.31	5.93	11.74	76.98
31220775005	484042007	684277	SOLIS, MARIA (RENT)	14198	APPLE BLOSSOM LN	92553-4481	MEDINA CHRISTIAN	14198 APPLE BLOSSOM LN	MORENO V	92553	255.40	25.54	50.57	331.50
61347875008	484041023	684277	EDWARDS, NICHOL	14199	APPLE BLOSSOM LN	92553-4481	EDWARDS NICHOL A	14199 APPLE BLOSSOM LN	MORENO V	92553	255.29	25.53	50.55	331.36
31304355005	291311016	684277	ARELLANO, CRYSTAL	13311	APPLEBY CT	92553-7801	MELENDEZ FRANCISCO	13311 APPLEBY CT	MORENO V	92553	27.92	2.792	5.53	36.24
74814865004	485201015	684277	VALENCIA, ANDRES	15769	APRIL CT	92551-6922	VALENCIA ANDRES D	15769 APRIL CT	MORENO V	92551	258.80	25.88	51.24	335.92
31459865000	485201009	684277	TOLLIVER, NORMA	15778	APRIL CT	92551-6922	SILVA JOSHUA PULIDO	15778 APRIL CT	MORENO V	92551	255.29	25.53	50.55	331.36
96775205000	485201008	684277	CORONA, GABRIEL AND MONICA	15786	APRIL CT	92551-6922	CORONA GABRIEL	15786 APRIL CT	MORENO V	92551	255.40	25.54	50.57	331.50
71445795005	485201018	684277	DIAZ, JOHN	15793	APRIL CT	92551-6922	DIAZ JOHN	15793 APRIL CT	MORENO V	92551	145.29	14.53	28.77	188.58
94981025004	485201007	684277	BARAJAS, KAREN (OWNR)	15794	APRIL CT	92551-6922	BARAJAS JESUS CASTILLO	15794 APRIL CT	MORENO V	92551	255.40	25.54	50.57	331.50
31212015002	291314013	684277	CUNNINGHAM, LEAH	22763	AQUEDUCT WAY	92553-7802	CUNNINGHAM IONA	22763 AQUEDUCT WAY	MORENO V	92553	255.29	25.53	50.55	331.36
31590995005	291314015	684277	IMMANUEL HOUSE	22764	AQUEDUCT WAY	92553-7802	COLFIN AI CA 4	24682 DEL PRADO NO 200	DANA POIN	92629	178.26	17.83	35.30	231.38
31316715004	291314017	684277	BELTRAN, JACQUELINE M	22790	AQUEDUCT WAY	92553-7802	BELTRAN JACQUELINE M	22790 AQUEDUCT WAY	MORENO V	92553	155.29	15.53	30.75	201.56
98179695010	291313008	684277	SANCHEZ, OCTAVIO	22828	AQUEDUCT WAY	92553-7800	SANCHEZ OCTAVIO	22828 AQUEDUCT WAY	MORENO V	92553	255.29	25.53	50.55	331.36
31060765007	291322012	684277	TORO, ALEJANDRO	22932	AQUEDUCT WAY	92553-7803	TORO ALEJANDRO	22932 AQUEDUCT WAY	MORENO V	92553	255.29	25.53	50.55	331.36
60530775001	291322015	684277	MARTINEZ, ANNA ISABEL (OWNR)	22970	AQUEDUCT WAY	92553-7803	MORA CARLOS MARTINEZ	22970 AQUEDUCT WAY	MORENO V	92553	332.40	33.24	65.82	431.44
31545205005	291321008	684277	CAMACHO, ALBERTO (RENT)	22985	AQUEDUCT WAY	92553-7804	CAMACHO NICOLAS	22985 AQUEDUCT WAY	MORENO V	92553	255.40	25.54	50.57	331.50
96235785003	308531010	684277	AVILA, MARGARITA (RENT)	26047	ARABIAN CT	92555-3358	HERNANDEZ VALDEMAR	26047 ARABIAN CT	MORENO V	92555	103.62	10.362	20.52	134.48
96277275002	291582014	684277	CAMPBELL, RAMONA (RENT)	13105	ARBOR PARK LN	92553-6907	WEN QI LE	13105 ARBOR PARK LN	MORENO V	92553	255.40	25.54	50.57	331.50
31525975005	291633016	684277	MARTIN, TAMMERA	13444	ARBOR PARK LN	92553-6961	WERBE ROBERT M	P O BOX 3847	COSTA ME	92628	235.29	23.53	46.59	305.40
72145615008	291632001	684277	MERRILL, DONALD AND CRYSTAL	13449	ARBOR PARK LN	92553-6960	MERRILL DONALD S	13449 ARBOR PARK LN	MORENO V	92553	332.40	33.24	65.82	431.44
80793895006	291633015	684277	POUNCY, FRANK	13456	ARBOR PARK LN	92553-6961	POUNCY FRANK TERRY	13456 ARBOR PARK LN	MORENO V	92553	250.51	25.051	49.60	325.16
96796995000	291633013	684277	LIVINGSTON, JOY AND DELVIN (RE	13474	ARBOR PARK LN	92553-6961	CHAU JACK C	1884 OAKGATE ST	MONTERE	91755	215.94	21.59	42.76	280.28
75032025009	478331007	684277	BAILEY,RODNEY	14317	ARBORGLENN DR	92555-6244	BAILEY RODNEY LAMAR	14317 ARBORGLENN DR	MORENO V	92555	167.28	16.73	33.12	217.12
31610635007	478331009	684277	CHISM, CAROL (OWNR)	14328	ARBORGLENN DR	92555-6250	CHISM CAROL DIANE	14328 ARBORGLENN DR	MORENO V	92555	191.77	19.18	37.97	248.90
31476185007	478331012	684277	BURGESS, DERRICK	14358	ARBORGLENN DR	92555-6255	VALDOVINOS GRACE	14358 ARBORGLENN DR	MORENO V	92555	191.77	19.18	37.97	248.90
31490175000	478330016	684277	ALEXANDER, VARDAY	28418	ARBORGLENN DR	92555-6242	ALEXANDER FAMILY TRUST	28418 ARBORGLENN DR	MORENO V	92555	125.85	12.59	24.92	163.34
31431925007	488032001	684277	AGUILLARD, DONALD AND ALISA	27019	ARCHIE AVE	92555-2100	AGUILLARD DONALD	27019 ARCHIE AVE	MORENO V	92555	255.40	25.54	50.57	331.50
96427885005	479353004	684277	RUIZ, JUAN EDUARDO	12788	ARDOS ST	92553-4741	TENG CHEN	P O BOX 2739	CRESTLINE	92325	255.40	25.54	50.57	331.50
93936505008	479353006	684277	WILSON, REGGIE	12798	ARDOS ST	92553-4798	WILSON JUANITA	12798 ARDOS ST	MORENO V	92553	255.18	25.518	50.53	331.22
31413555002	479353008	684277	KEY, KAREN	12810	ARDOS ST	92553-4753	KEY KAREN R	12810 ARDOS ST	MORENO V	92553	255.29	25.53	50.55	331.36
85214365009	479352045	684277	BROWN, RUTHIE (RENT)	12823	ARDOS ST	92553-4756	LIU BO	830 FAIRVIEW AVE NO L	ARCADIA (	91007	27.96	2.796	5.54	36.28
95546663009	479312062	684277	MC CRAY, DOMINICHA (RENT)	12292	ARENISCA VERDE DR	92557-7558	BUCKHOFF CHRISTOPHER D	12292 ARENISCA VERDE DR	MORENO V	92557	191.77	19.18	37.97	248.90
91780705000	479312057	684277	LEVENSAILOR, RICHARD	12331	ARENISCA VERDE DR	92557-7514	LEVENSAILOR RICHARD ALBERT	12331 ARENISCA VERDE DR	MORENO V	92557	332.40	33.24	65.82	431.44
31292065003	479312066	684277	RODRIQUEZ, RANDY (RENT)	12332	ARENISCA VERDE DR	92557-7513	STOKES THOMAS A	20683 FREEPORT DR	RIVERSIDE	92508	217.32	21.73	43.03	282.08
66630005005	292151041	684277	DOZIER, GUY	12786	ARGO PL	92553-5631	DOZIER GUY	12786 ARGO PL	MORENO V	92553	255.29	25.53	50.55	331.36
31591365005	484171006	684277	SERREL, SHEILA (RENT)	25582	ARGONAUT DR	92553-4968	SADIK NAJWA	6955 SANDTRACK RD	RIVERSIDE	92506	129.21	12.92	25.58	167.70
52610115000	484171008	684277	GALLEGOS, DORA	25606	ARGONAUT DR	92553-4968	GALLEGOS GUILLERMO	25606 ARGONAUT DR	MORENO V	92553	255.29	25.53	50.55	331.36
31120415003	484171010	684277	ROSS, LANA (RENT)	25630	ARGONAUT DR	92553-4968	HUYNH MINH THE	2221 S 2ND AVE	ARCADIA (	91006	255.40	25.54	50.57	331.50
82212315007	484171011	684277	MARQUEZ, MARIA	25642	ARGONAUT DR	92553-4968	MARQUEZ MARIA L	25642 ARGONAUT DR	MORENO V	92553	255.29	25.53	50.55	331.36
31477725002	484171012	684277	OLIVER, LARRY	25654	ARGONAUT DR	92553-4968	OLIVER LAWRENCE	25654 ARGONAUT DR	MORENO V	92553	212.36	21.236	42.05	275.64
91924975007	296162011	684277	COLE, DEIRDRE L	23235	ARISTOTLE CT	92553-9604	COLE DEIRDRE L	23235 ARISTOTLE CT	MORENO V	92553	191.77	19.18	37.97	248.90
52668615003	304403009	684277	THOMAS, SHEILA (OWNR)	27157	ARLA ST	92555-4950	THOMAS LEON	27157 ARLA ST	MORENO V	92555	83.77	8.38	16.59	108.72
91487403005	304402006	684277	GABOUREL, RITA	27212	ARLA ST	92555-4942	VILLA MANUEL	27212 ARLA ST	MORENO V	92555	255.29	25.53	50.55	331.36
87945125007	304410006	684277	GUZMAN, MARTHA (RENT)	27320	ARLA ST	92555-4944	DEVERA MAVEL	150 S OXNARD ST NO 1	LOS ANGEI	90004	89.02	8.902	17.63	115.54
31635775004	304410008	684277	BLUITT, PEARL	27344	ARLA ST	92555-4944	HATZAKIS GEORGE	27344 ARLA ST	MORENO V	92555	255.29	25.53	50.55	331.36
31296105006	304411011	684277	SINGH, SUKHJINDER	27373	ARLA ST	92555-4945	SINGH SUKHJINDER	27373 ARLA ST	MORENO V	92555	255.40	25.54	50.57	331.50
99461283007	304410012	684277	ROBINSON, CHARLES	27392	ARLA ST	92555-4944	ROBINSON CHARLES RAY	27392 ARLA ST	MORENO V	92555	255.29	25.53	50.55	331.36
86282985005	304411007	684277	JOHNSON, JAMIQUA (RENT)	27421	ARLA ST	92555-4947	DELOSREYES ELISA	27372 ALISO CREEK RD 200	ALISO VIEJ	92656	344.55	34.46	68.22	447.22
31158305006	304410015	684277	DAVIS, DESHAUN (TENAT)	27428	ARLA ST	92555-4946	BARLETTA VENTURES	23052 ALICIA PKY NO HM611	MISSION V	92692	270.91	27.09	53.64	351.64
91279065007	304410016	684277	ESPINOZA, SANDRA	27440	ARLA ST	92555-4946	ESPINOZA GILBERT	27440 ARLA ST	MORENO V	92555	332.40	33.24	65.82	431.44
91279065012	304401014	684277	GARCIA, ANA	27115	ARLA ST	92555-4948	BOGARIN, FRANCISCO	#REF!	MORENO V	#REF!	31.18	3.118	6.17	40.46

90466075009	486435012	684277	LOPEZ, JULIO (OWNR)	15550	AROBLES CT	92555-3001	LOPEZ JULIO C	15550 AROBLES CT	MORENO V	92555	162.12	16.21	32.10	210.42
95370965001	486511007	684277	GAMBOA, ABEL B (RENT)	27480	AROMATIC CT	92555-4760	MARTINEZ JOSE FRANCISCO	27480 AROMATIC CT	MORENO V	92555	255.40	25.54	50.57	331.50
93047325002	260231014	684277	TOWNSEND, TERESA	10025	ARROW LEAF	92557-2800	TOWNSEND TERESA	10025 ARROW LEAF	MORENO V	92557	255.29	25.53	50.55	331.36
66888755001	260231011	684277	RICE, JAMIE	10055	ARROW LEAF	92557-2800	RICE DUANE R	10055 ARROW LEAF	MORENO V	92557	284.20	28.42	56.27	368.88
96867945000	312243008	684277	SMITH, GREG	16785	ARROYO PARK DR	92551-2105	SMITH GREGORY	16785 ARROYO PARK DR	MORENO V	92551	332.40	33.24	65.82	431.44
95880785007	312243005	684277	ELDER, LARRY (OWNR)	16815	ARROYO PARK DR	92551-2106	EDLER LARRY	16815 ARROYO PARK DR	MORENO V	92551	24.34	2.43	4.82	31.58
94349655001	312243001	684277	GONZALEZ, ALBERTO (OWNR)	16855	ARROYO PARK DR	92551-2106	GONZALEZ ALBERTO	16855 ARROYO PARK DR	MORENO V	92551	75.54	7.55	14.96	98.04
77465435003	304561010	684277	HURT, DENISHA (OWNER)	14818	ARTISAN ST	92555-6369	ISLAS SAMMY	14842 ARTISAN ST	MORENO V	92555	255.40	25.54	50.57	331.50
95910275009	304560004	684277	SHELLS, JHALYN (RENT)	14871	ARTISAN ST	92555-6370	HELME CHRISTOPHER J	9950 SOFIA CT	MORENO V	92557	255.18	25.518	50.53	331.22
86471913009	304560009	684277	PORRAS, EDGER	14911	ARTISAN ST	92555-6374	OLDHAM DAWAN	3202 MICHIGAN AVE	COSTA ME	92626	255.29	25.53	50.55	331.36
31215885002	304560011	684277	MONTEILH, RENE	14927	ARTISAN ST	92555-6374	MONTEILH RENE R	14927 ARTISAN ST	MORENO V	92555	128.03	12.80	25.35	166.18
88207265001	484172019	684277	SILAS, JEROME	14583	ARUBA PL	92553-4985	SILAS JEROME LEE	14583 ARUBA PL	MORENO V	92553	332.64	33.26	65.86	431.76
95936495008	484172022	684277	ARROYO, JOHN AND ANGELA	14619	ARUBA PL	92553-4985	ARROYO JOHN A	14619 ARUBA PL	MORENO V	92553	74.42	7.44	14.74	96.58
97097235002	484172013	684277	RUBALCABA, LODRENA	14620	ARUBA PL	92553-4985	RUBALCABA LODRENA	14620 ARUBA PL	MORENO V	92553	255.29	25.53	50.55	331.36
73669435004	484194005	684277	GARCIA, JOSE DAVID	14631	ARUBA PL	92553-4985	GARCIA MARGARITA	14631 ARUBA PL	MORENO V	92553	255.29	25.53	50.55	331.36
31452295005	484194002	684277	GUTIERREZ, RENATO	14667	ARUBA PL	92553-4984	GUTIERREZ MOISES	14677 ARUBA PL	MORENO V	92553	155.29	15.53	30.75	201.56
31539635008	484194001	684277	HILL, TERRLYNN	14679	ARUBA PL	92553-4984	HILL TERRLYNN	14679 ARUBA PL	MORENO V	92553	128.29	12.83	25.40	166.52
31146605008	291392006	684277	NORDMARK, PAUL	22651	ASHFORD CIR	92557-6802	NORDMARK PAUL	22651 ASHFORD CIR	MORENO V	92557	255.40	25.54	50.57	331.50
95405755007	291392004	684277	ALVARADO, MICHAEL (RENT)	22665	ASHFORD CIR	92557-6802	DUNER DAVID LOUIS	P O BOX 225	COVINA C	91723	155.40	15.54	30.77	201.7
31073055009	264072017	684277	WASHINGTON, MELINDA (RENT)	23550	ASHWOOD AVE	92557-4961	LOUDEN	5440 TRABUCO RD NO H200	IRVINE CA	92620	97.71	9.77	19.35	126.82
56357635005	264072018	684277	DAVIS, NYELA (RENT)	23556	ASHWOOD AVE	92557-4961	WQ INV CORP	221 N WHEELER	ORANGE C	92869	127.26	12.726	25.20	165.18
75027915002	264071023	684277	ORG, JOEL AND JENNIE	23565	ASHWOOD AVE	92557-4962	ORG JOEL A	24682 DEL PRADO NO 200	DANA POIN	92629	255.29	25.53	50.55	331.36
96678325001	264072032	684277	LAWTON, RAQUEL (RENT)	23582	ASHWOOD AVE	92557-4964	SAFAIPOUR HAMID	26950 KAFTAN WAY	MORENO V	92555	255.40	25.54	50.57	331.50
61515445001	264071026	684277	ARIZAGA, JOSE R	23583	ASHWOOD AVE	92557-4963	BOUTTE MARY	23583 ASHWOOD AVE	MORENO V	92557	332.40	33.24	65.82	431.44
31268265001	264071027	684277	HUIE, BROOKE (OWNR)	23589	ASHWOOD AVE	92557-4963	HUIE BROOK A	23589 ASHWOOD AVE	MORENO V	92557	191.77	19.18	37.97	248.90
31364105002	264083002	684277	ORNELAS, PAUL (RENT)	23625	ASHWOOD AVE	92557-4966	EWV PROP	1215 ST ALBANS RD	SAN MARI	91108	122.23	12.22	24.20	158.64
74162415003	264083006	684277	JAMES, DOUGLASS	23649	ASHWOOD AVE	92557-4967	WILKINS LOUIS G	23649 ASHWOOD AVE	MORENO V	92557	175.94	17.59	34.84	228.36
31178585005	264082042	684277	BURNETT, VERONICA	23650	ASHWOOD AVE	92557-4968	BURNETT VERONICA J	23650 ASHWOOD AVE	MORENO V	92557	255.29	25.53	50.55	331.36
56977785008	264082040	684277	GARCIA, MICHEAL (OWNR)	23662	ASHWOOD AVE	92557-4968	GARCIA MICHEAL VARGAS	23662 ASHWOOD AVE	MORENO V	92557	157.85	15.79	31.25	204.88
95676645009	264083009	684277	HOGAN, SHERRY	23667	ASHWOOD AVE	92557-4967	HOGAN SHERRY	23667 ASHWOOD AVE	MORENO V	92557	197.92	19.792	39.19	256.9
96070225002	264164063	684277	SILVA, ALEX AND CLAUDIA	11826	ASLAN CT	92557-6173	SILVA ALEJANDRO	11826 ASLAN CT	MORENO V	92557	255.29	25.53	50.55	331.36
90832265002	264164060	684277	GOINS, MIKECOL	11850	ASLAN CT	92557-6173	GOINS MIKECOL	11850 ASLAN CT	MORENO V	92557	255.40	25.54	50.57	331.50
91713565000	264164067	684277	RUIZ, ADRIANA (RENT)	11851	ASLAN CT	92557-6173	PRECIADO CARLOS	11851 ASLAN CT	MORENO V	92557	23.96	2.40	4.74	31.10
90358393001	264152004	684277	GALINDO, CARI	11883	ASLAN CT	92557-6173	GALINDO FILIBERTO M	11883 ASLAN CT	MORENO V	92557	255.29	25.53	50.55	331.36
31568975005	264151008	684277	BAKER, TAMU (RENT)	11890	ASLAN CT	92557-6173	TANG HENG LIEN	11890 ASLAN CT	MORENO V	92557	165.40	16.54	32.75	214.68
60179295008	264151006	684277	BARLOW, LAKEISHA (RENT)	11906	ASLAN CT	92557-6116	REIS SEAN	29 MOUNTAIN LAUREL	TRABUCO	92679	255.40	25.54	50.57	331.50
93431813005	264151005	684277	ROBINSON, EUGENE (RENT)	11914	ASLAN CT	92557-6116	CARRANZA ALBERTO J	21023 PONTINE AVE	CARSON C	90745	299.97	30.00	59.39	389.36
96384485002	264151002	684277	HAGGARD, JOEL (RENT)	11938	ASLAN CT	92557-6116	SHIELD RICHARD LEE	1836 ASH TREE LN	COLTON C	92324	202.70	20.27	40.13	263.10
58810815003	264151001	684277	RODRIQUEZ, EDWARDO (RENT)	11946	ASLAN CT	92557-6116	SOLIZ ALBERT	8870 STONY BROOK CIR	RIVERSIDE	92508	254.87	25.49	50.46	330.82
59323945009	312313003	684277	MARTINEZ, MARICELA (OWNR)	25315	ASPEN GLEN AVE	92551-2410	MARTINEZ VICTOR	25313 ASPEN GLEN AVE	MORENO V	92551	35.87	3.59	7.10	46.54
31203125008	474660012	684277	DAVIS, MICHAEL	25707	ASPENWOOD CT	92557-6631	DAVIS MICHAEL	25707 ASPENWOOD CT	MORENO V	92557	255.29	25.53	50.55	331.36
91227195009	474660016	684277	ROSSO, OSCAR AND ROSA (RENT)	25732	ASPENWOOD CT	92557-6631	BANDA SAMUEL	5425 PREMIERE AVE	LAKEWOO	90712	79.31	7.931	15.70	102.94
31320195005	474482004	684277	MACK, DARRYL	10634	ASTER LEAF LN	92557-3023	MACK DARRYL R	10634 ASTER LEAF LN	MORENO V	92557	332.40	33.24	65.82	431.44
31067585000	304500029	684277	ODOM, DWIGHT AND VICKI	14637	ASTORIA DR	92555-5737	ODOM VICKI FIELDS	14637 ASTORIA DR	MORENO V	92555	255.40	25.54	50.57	331.50
31601195008	304500031	684277	ORTEGA, SHIRLEY (OWNR)	14671	ASTORIA DR	92555-5737	ORTEGA SHIRLEY	14671 ASTORIA DR	MORENO V	92555	128.34	12.83	25.41	166.58
90628775007	264371029	684277	HOUSTON, RENEE	11925	ATHENS DR	92557-5900	HOUSTON RENEE	11925 ATHENS DR	MORENO V	92557	64.07	6.41	12.69	83.16
31408535007	264371030	684277	CURTIS, SHIRLEY (RENT)	11985	ATHENS DR	92557-5900	RAMIREZ DANIEL	20727 VIA VERDE	COVINA C	91724	532.83	53.28	105.50	691.60
90659533003	487190007	684277	REYES, RICARDO	12658	ATHERTON DR	92555-2225	REYES RICARDO	12658 ATHERTON DR	MORENO V	92555	28.14	2.81	5.57	36.52
51940525006	487190002	684277	RODRIGUEZ, VERONICA (RENT)	12726	ATHERTON DR	92555-2227	LLAMAS FREDY	12726 ATHERTON DR	MORENO V	92555	255.40	25.54	50.57	331.50
98219255016	487450028	684277	DELMURO, JUAN	13364	ATHLETICS DR	92555-3718	DELMURO JUAN	13364 ATHLETICS DR	MORENO V	92555	183.21	18.32	36.28	237.80
64152645008	487450029	684277	VALDEZ, MARY (RENT)	13376	ATHLETICS DR	92555-3718	DAO THAI	13376 ATHLETICS DR	MORENO V	92555	331.44	33.14	65.63	430.20
96384635001	487451012	684277	MOORE, MYESHA	13397	ATHLETICS DR	92555-3719	MOORE MYESHA A	13397 ATHLETICS DR	MORENO V	92555	255.29	25.53	50.55	331.36
87988403008	482020012	684277	MORALES, MARIA (RENT)	24128	ATWOOD AVE	92553-3134	LOPEZ FELIPA	24128 ATWOOD AVE	MORENO V	92553	225.62	22.56	44.67	292.84
75347455000	482090018	684277	BERUMEN, JOSEPHINE	24157	ATWOOD AVE	92553-2828	BERUMEN DAVID	24157 ATWOOD AVE	MORENO V	92553	332.64	33.26	65.86	431.76
31113335005	482090024	684277	GUINTO, SANDRA (OWNR)	24215	ATWOOD AVE	92553-3135	LOZOYA RAMON	24215 ATWOOD AVE	MORENO V	92553	255.40	25.54	50.57	331.50
96094295007	482020061	684277	MEDINA, MARIA (OWNR) APTS	24230	ATWOOD AVE	92553-3136	MEDINA AMAURI	24230 ATWOOD AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31381435007	482020002	684277	AGUIRE, ANTONIA (RENT) APTS	24242	ATWOOD AVE	92553-3136	SALAZAR SERGIO	16074 BAINBRIDGE WAY	CHINO HIL	91709	475.50	47.55	94.15	617.18
97608835000	482030028	684277	FLORES, YENDI (RENT)	24338	ATWOOD AVE	92553-2829	KEITH FRED D	1857 MAUNALOA PL	NORCO CA	92860	856.69	85.67	169.62	1111.98
91339693007	482030022	684277	PAGANO, PHILIP	24404	ATWOOD AVE	92553-3138	ARMSTRONG DIANE L	24404 ATWOOD AVE	MORENO V	92553	183.21	18.32	36.28	237.80
31522925003	482080021	684277	AYALA, OFELIA (OWNR)	24447	ATWOOD AVE	92553-3137	AYALA ROMEO	24447 ATWOOD AVE	MORENO V	92553	121.66	12.17	24.09	157.90
96588135002	482040031	684277	TARULA, LETICIA	24540	ATWOOD AVE	92553-3740	TARULA LETICIA	24540 ATWOOD AVE	MORENO V	92553	332.64	33.26	65.86	431.76
53379665005	482070004	684277	GARCIA, TERESA	24547	ATWOOD AVE	92553-3739	PHILLIPS NANCY	24547 ATWOOD AVE	MORENO V	92553	397.26	39.726	78.66	515.64
53042765008	482070031	684277	ACASIO, LYDIA (OWNR)	24579	ATWOOD AVE	92553-3739	OCASIO LYDIA E	2856 AVALON ST	RIVERSIDE	92509	105.29	10.53	20.85	136.66
93818235005	482070006	684277	GARCIA, ANNETTE (OWNR)	24607	ATWOOD AVE	92553-9304	BAC ASSET HOLDINGS CO	5042 WILSHIRE BLVD	LOS ANGEI	90036	112.46	11.246	22.27	145.96
56696555002	482070007	684277	RUIZ, BETZAIDA	24621	ATWOOD AVE	92553-9304	GARCIA RAMON	24621 ATWOOD AVE	MORENO V	92553	76.18	7.618	15.08	98.88

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96744975004	482070009	684277	RAMIREZ, APRIL (RENT)	24651	ATWOOD AVE	92553-9304	NUNEZ VIRGINIA	16466 GELDING WAY	MORENO V	92555	305.16	30.52	60.42	396.08
93012245003	482070012	684277	MARQUEZ, OBDULIA	24719	ATWOOD AVE	92553-3782	FLESNER DAVID H	30576 MIRANDELA LN	LAGUNA N	92677	510.69	51.07	101.12	662.86
31249205004	482050022	684277	VEGA, JAIME	24810	ATWOOD AVE	92553-3783	SANCHEZ JOSE	24810 ATWOOD AVE	MORENO V	92553	332.40	33.24	65.82	431.44
31385935003	482050032	684277	MO, MARCELLO (OWNR) APTS	24872	ATWOOD AVE	92553-3783	CO MARCELO	16571 SADDLEBROOK LN	MORENO V	92551	602.31	60.231	119.26	781.78
98191795014	482060012	684277	SIERRA, LEO	24935	ATWOOD AVE	92553-3743	SIERRA LEOBARDO J	24935 ATWOOD AVE	MORENO V	92553	22.35	2.24	4.48	29.00
31105855001	482060015	684277	JACKSON, ALANA AND STAN (REN	24963	ATWOOD AVE	92553-3743	VALDIVIA CONSUELO	27785 DOVER DR	MORENO V	92555	95.70	9.57	18.95	124.20
56582685007	479120008	684277	LAWRENCE, BARNEY	25111	ATWOOD AVE	92553-4222	LAWRENCE SANDRA LOREEN	25111 ATWOOD AVE	MORENO V	92553	301.17	30.12	59.63	390.90
31473775000	304491027	684277	LAXAMANA, MARYTES (RENT)	27674	AUBURN LN	92555-5725	MERCADO ALEJANDRO	27674 AUBURN LN	MORENO V	92555	140.58	14.06	27.83	182.46
89837525000	304492010	684277	JOHNSON, MARHTA	27677	AUBURN LN	92555-5727	JOHNSON MARTHA L	27677 AUBURN LN	MORENO V	92555	183.90	18.39	36.41	238.70
31053445000	304491029	684277	HALL, AARON	27698	AUBURN LN	92555-5725	HALL AARON N	27698 AUBURN LN	MORENO V	92555	239.52	23.95	47.42	310.88
59856775003	304492002	684277	ROBINSON, CHARLES	27773	AUBURN LN	92555-5727	ROBINSON CHARLES E	27773 AUBURN LN	MORENO V	92555	256.03	25.60	50.69	332.32
89529413006	304501008	684277	SAMPSON, ANTHONY (RENT)	27869	AUBURN LN	92555-5728	QUILATON MAURO B	27893 AUBURN LN	MORENO V	92555	133.21	13.321	26.38	172.9
89629293009	304500012	684277	PEARSON, CHERIE	27872	AUBURN LN	92555-5726	QUILATON MAURO B	27893 AUBURN LN	MORENO V	92555	332.40	33.24	65.82	431.44
69219895007	304501007	684277	VALENZUELA, MONICA (RENT)	27881	AUBURN LN	92555-5728	SAHAGUN BENJAMIN	27881 AUBURN LN	MORENO V	92555	128.14	12.81	25.37	166.32
31303975007	482501010	684277	GARCIA, MARIA (RENT)	14147	AUSTENE CIR	92553-3590	HERNANDEZ MANUEL	14147 AUSTENE CIR	MORENO V	92553	339.13	33.91	67.15	440.18
60654405007	482501013	684277	REEDY, KYLIE (RENT)	14185	AUSTENE CIR	92553-3590	SHAKER MANGALA C	7277 BOICE LN	RIVERSIDE	92506	253.52	25.35	50.20	329.06
31280545008	304450021	684277	JIMENEZ, RICARDO	28615	AVALON AVE	92555-7060	JIMENEZ RICARDO	28615 AVALON AVE	MORENO V	92555	195.40	19.54	38.69	253.62
95723355009	304450030	684277	PHAM, LINH (OWNR)	28636	AVALON AVE	92555-7061	PHAM LINH	28636 AVALON AVE	MORENO V	92555	289.81	28.98	57.38	376.16
65379795004	304111004	684277	GOCHEZ, PATRICE	28692	AVALON AVE	92555-7061	HARRISON AMY S	28692 AVALON AVE	MORENO V	92555	255.40	25.54	50.57	331.50
69225935006	304111005	684277	HARTS, TERRY	28698	AVALON AVE	92555-7061	HARTS TERRY A	28698 AVALON AVE	MORENO V	92555	255.40	25.54	50.57	331.50
53807125009	304111015	684277	PERALTA, GINA	28764	AVALON AVE	92555-7062	NGUYEN PETER T	28764 AVALON AVE	MORENO V	92555	332.64	33.26	65.86	431.76
55233985005	304430004	684277	ARMSTRONG, RON	28904	AVALON AVE	92555-7055	CANDY INV GROUP	1136 ARCADIA AVE NO 3	ARCADIA (	91007	128.14	12.81	25.37	166.32
96615733007	304430005	684277	CAMMON, DANA	28912	AVALON AVE	92555-7055	CAMMON DANA L	28912 AVALON AVE	MORENO V	92555	255.29	25.53	50.55	331.36
88982563006	308470047	684277	ISAIAH, ROSALIND	15300	AVENIDA ANILLO	92555-4109	ISAIAH ROSALIND C	15300 AVENIDA ANILLO	MORENO V	92555	191.55	19.155	37.93	248.62
31342295008	308463028	684277	VIGLI, MIKE	15364	AVENIDA ANILLO	92555-4108	MIRELES CARMEN	15364 AVENIDA ANILLO	MORENO V	92555	255.40	25.54	50.57	331.50
95431173007	312334027	684277	LEVI, ANTHONY AND LAKEISHA	25932	AVENIDA CLASSICA	92551-6346	NEVENS LAKEISHA	25932 AVENIDA CLASSICA	MORENO V	92551	255.29	25.53	50.55	331.36
98269875011	312334029	684277	ANDERSON, AUDREY	25944	AVENIDA CLASSICA	92551-6346	ANDERSON AUDREY R	25944 AVENIDA CLASSICA	MORENO V	92551	255.29	25.53	50.55	331.36
97015995004	312334030	684277	TERAN, DEBRA (OWNR)	25950	AVENIDA CLASSICA	92551-6346	TERAN FRANCISCO E	25950 AVENIDA CLASSICA	MORENO V	92551	255.40	25.54	50.57	331.50
31615745003	312324002	684277	BENNET, ROBERT	25962	AVENIDA CLASSICA	92551-6346	NGUYEN THAO	25962 AVENIDA CLASSICA	MORENO V	92555	255.29	25.53	50.55	331.36
94237695000	308271013	684277	ROBINSON, LISA	15715	AVENIDA DE CALMA	92555-4246	ROBINSON LISA L	15715 AVENIDA DE CALMA	MORENO V	92555	180.40	18.04	35.72	234.14
31101185001	308271016	684277	UMALI, CHARLENE (RENT)	15745	AVENIDA DE CALMA	92555-4233	MOELLER LISA	15745 AVENIDA DE CALMA	MORENO V	92555	63.63	6.363	12.60	82.58
31397185005	308281004	684277	WHITE, ANTHONY (RENT)	15805	AVENIDA DE CALMA	92555-4234	TATE ROBERT MITCHELL	15805 AVENIDA DE CALMA	MORENO V	92555	289.59	28.96	57.34	375.88
90791923002	312050041	684277	LEACH, SHANTEL (OWNR)	16146	AVENIDA DE LORING	92551-2094	LEACH SHANTEL	16146 AVENIDA DE LORING	MORENO V	92551	191.77	19.18	37.97	248.90
31589275008	312112001	684277	BELOTE, BALOUSE AND SONDRA	16263	AVENIDA DE LORING	92551-2073	HARDEMAN YOKO	16263 AVENIDA DE LORING	MORENO V	92551	255.40	25.54	50.57	331.50
92157065004	312113008	684277	ZIMMERMAN, DENESHA	16278	AVENIDA DE LORING	92551-2070	NGUYEN KIM	16278 AVENIDA DE LORING	MORENO V	92551	255.40	25.54	50.57	331.50
94820365002	312112023	684277	RAMIREZ, LAURA	16299	AVENIDA DE LORING	92551-2071	VEGA JOHANNA	16299 AVENIDA DE LORING	MORENO V	92551	255.40	25.54	50.57	331.50
92440105006	312124004	684277	FITCH, LORI	16362	AVENIDA DE LORING	92551-2075	FITCH JACK	16362 AVENIDA DE LORING	MORENO V	92551	255.29	25.53	50.55	331.36
31159035001	312123051	684277	GARCIA, ALONSO	16407	AVENIDA DE LORING	92551-2080	RODRIGUEZ CEFERINA	16407 AVENIDA DE LORING	MORENO V	92551	255.29	25.53	50.55	331.36
31557735009	312124011	684277	BROWN, TONIA	16446	AVENIDA DE LORING	92551-2078	BROWN TONIA KAY	16446 AVENIDA DE LORING	MORENO V	92551	255.29	25.53	50.55	331.36
75912195006	312281021	684277	ROMERO, HIRAN (OWNR)	25957	AVENIDA DE PLATA	92551-6322	ROMERO HIRAM	25957 AVENIDA DE PLATA	MORENO V	92551	255.40	25.54	50.57	331.50
96297565009	308452005	684277	HAMILTON, CHRISTOPHER (OWNI	15344	AVENIDA DE PORTUGA	92555-4100	HAMILTON CHRISTOPHER	15344 AVD DE PORTUGAL	MORENO V	92555	255.40	25.54	50.57	331.50
96297565014	308452002	684277	CORONA, JOAQUIN (RENT)	15368	AVENIDA DE PORTUGA	92555-4102	SHANG LAN	#REF!	#REF!	#REF!	135.60	13.56	26.85	176
31065235008	308274002	684277	RIVERA, CYNTHIA	15733	AVENIDA DEL CORAZON	92555-4238	NGUYEN TONY MINH MAU	16155 GRANDE ISLA CIR	MORENO V	92553	127.64	12.764	25.27	165.66
31388675001	308274003	684277	BEALEY, RAYNETTE (RENT)	15743	AVENIDA DEL CORAZON	92555-4238	KHUU ANTHONY	25309 RUNSEY CT	MORENO V	92551	254.52	25.45	50.39	330.36
31446265003	308274004	684277	COLEMAN, DANIELETTE	15753	AVENIDA DEL CORAZON	92555-4238	MIKHAIL DINA	15753 AVEN DEL CORAZON	MORENO V	92555	255.40	25.54	50.57	331.50
31179705008	308272030	684277	HARRIS, CATHY (OWNR)	15764	AVENIDA DEL CORAZON	92555-4237	HARRIS JAMES LEE	15764 AVEN DEL CORAZON	MORENO V	92555	325.27	32.53	64.40	422.20
91515783003	312292009	684277	HERNANDEZ, GUSTAVO AND NAN	25932	AVENIDA ESPALDAR	92551-6305	HERNANDEZ NANCY JANET E	25932 AVENIDA ESPALDAR	MORENO V	92551	154.35	15.44	30.56	200.34
94011713005	312292005	684277	BELL, LOWELL (RENT)	25964	AVENIDA ESPALDAR	92551-6305	XING ZHANGFAN	464 W DUARTE RD NO A	ARCADIA (	91007	255.18	25.518	50.53	331.22
80694735000	312292003	684277	RAMIREZ, ADRIANA (OWNR)	25980	AVENIDA ESPALDAR	92551-6305	RAMIREZ RICARDO	25980 AVENIDA ESPALDAR	MORENO V	92551	125.40	12.54	24.83	162.76
31440915000	308470010	684277	ROMERO, ROSA	15299	AVENIDA FIESTA	92555-4119	CHRISTMAN JOAN	15291 AVEN FIESTA	MORENO V	92555	255.29	25.53	50.55	331.36
31408145009	308470014	684277	WARD, DION	15323	AVENIDA FIESTA	92555-4119	BURNS PATRICIA	15323 AVENIDA FIESTA	MORENO V	92555	197.40	19.74	39.09	256.22
31458515006	308470015	684277	JONES, MARILYN (RENT)	15331	AVENIDA FIESTA	92555-4119	GUTIERREZ MARCO	15331 AVENIDA FIESTA	MORENO V	92555	117.64	11.764	23.29	152.68
91423673003	308460018	684277	MARTINEZ, HECTOR (RENT)	15400	AVENIDA FIESTA	92555-4120	GARCIA ROBERTO A	4879 MANCHESTER LN	RIVERSIDE	92509	255.40	25.54	50.57	331.50
57127345002	264072024	684277	SEWELL, DONNA	11054	AVIS CT	92557-4957	GIBSON JAMES	11054 AVIS CT	MORENO V	92557	64.82	6.48	12.83	84.12
97279075009	482600033	684277	MARTINEZ, JUAN AND PATRICIA	24036	AYLESBURY DR	92553-6218	MARTINEZ JUAN G	24036 AYLESBURY DR	MORENO V	92553	255.29	25.53	50.55	331.36
31287465009	482600034	684277	KENNEDY, REKEIA (RENT)	24046	AYLESBURY DR	92553-6218	TALWAR JINDI	6519 LAUREL ST	CORONA (	92880	255.40	25.54	50.57	331.50
87158305009	482600007	684277	ESTRADA, MARTHA	24111	AYLESBURY DR	92553-6219	ESTRADA ANA MARTHA	24111 AYLESBURY DR	MORENO V	92553	128.03	12.80	25.35	166.18
31318405005	487332010	684277	NAVARRO, ERIKA	12830	AZALEA ST	92555-3524	AMERICA PROP INV	16320 LIVINGSTONE ST	FOUNTAIN	92708	255.29	25.53	50.55	331.36
94398235007	487341001	684277	IRIGOYE, ALEX	26592	AZALEA ST	92555-3526	IRIGOYEN ALEXANDER	26592 AZALEA ST	MORENO V	92555	255.18	25.518	50.53	331.22
97116975004	487340010	684277	YOWELL, PAUL	26593	AZALEA ST	92555-3526	YOWELL PAUL	26593 AZALEA ST	MORENO V	92555	255.18	25.518	50.53	331.22
94279625007	487341002	684277	LEE, NATOSHA K AND REDWINE, C	26606	AZALEA ST	92555-3526	LEE NATOSHA K	26606 AZALEA ST	MORENO V	92553	289.81	28.98	57.38	376.16
96209795006	487340011	684277	DEGRYSE, PATRICIA	26607	AZALEA ST	92555-3526	FEDERAL NATL MORTGAGE ASSN	1800 TAPO CANYON SV2202	SIMI VALLE	93063	63.96	6.40	12.66	83.02
31584635004	264234029	684277	MC CULLEY, MICHAELA	23929	BADGER SPRINGS TRL	92557-4960	MEYERS WEBSTER	23923 BADGER SPG TR	MORENO V	92557	255.40	25.54	50.57	331.50
91422745001	264234023	684277	BOUDREAUX, MEGAN (OWNR)	23956	BADGER SPRINGS TRL	92557-4960	BOUDREAUX ZACHARY	23956 BADGER SPRINGS TR	MORENO V	92557	40.40	4.04	8.00	52.42
65359685009	475333011	684277	DOUGLAS, VINCENT	24011	BADGER SPRINGS TRL	92557-5001	DOUGLAS VINCENT	24011 BADGER SPRINGS TR	MORENO V	92557	255.29	25.53	50.55	331.36

31340495000	475333012	684277	LARA, PAUL J	24023	BADGER SPRINGS TRL	92557-5001	LARA PAUL J	24023 BADGER SPRINGS TR	MORENO V	92557	332.40	33.24	65.82	431.44
69622835005	475333015	684277	LANG, RAYMOND	24059	BADGER SPRINGS TRL	92557-5001	LANG RAYMOND F	24059 BADGER SPRINGS TR	MORENO V	92557	255.29	25.53	50.55	331.36
53087025009	475333004	684277	JACKSON, STEFANIE	24165	BADGER SPRINGS TRL	92557-5003	JACKSON STEFANIE	24165 BADGER SPRINGS TR	MORENO V	92557	183.21	18.32	36.28	237.80
72637785008	296021001	684277	UPSHAW, COREY (RENT)	13011	BAGATELLE ST	92553-5953	CAPARELLI EMILIA LOPEZ	13011 BAGATELLE ST	MORENO V	92553	342.47	34.25	67.81	444.52
31198265000	296021010	684277	KIMBLE, JUANITA	13111	BAGATELLE ST	92553-5954	WHITE WILLIAM E	P O BOX 905	WINCHEST	92596	332.40	33.24	65.82	431.44
86694273000	296031002	684277	MORANA, STEPHANIE	13133	BAGATELLE ST	92553-5954	WANG JAMES	13133 BAGATELLE ST	MORENO V	92553	95.40	9.54	18.89	123.82
31344565007	296031003	684277	AMEZCUA, JUAN BENJAMIN	13143	BAGATELLE ST	92553-5954	AMEZCUA JUAN BENJAMIN	13143 BAGATELLE ST	MORENO V	92553	332.40	33.24	65.82	431.44
96803185004	296031010	684277	ALDANA, ROCIO	13211	BAGATELLE ST	92553-5957	ALDANA MAURO	13211 BAGATELLE ST	MORENO V	92553	50.69	5.07	10.04	65.78
31615385008	482536013	684277	CLEVELAND, MARTHA J	24335	BAIRNDALE DR	92553-3374	CLEVELAND MARTHA J	24335 BAIRNDALE DR	MORENO V	92553	255.29	25.53	50.55	331.36
31437695002	482536015	684277	AGUILA, JOSE ANTONIO (OWNR)	24361	BAIRNDALE DR	92553-3374	AGUILA JOSE ANTONIO	24361 BAIRNDALE DR	MORENO V	92553	255.40	25.54	50.57	331.50
31598185008	486415015	684277	MACKEY, NICOLE (OWNR)	26100	BALANCIN WAY	92555-2917	MACKEY ERICH CHARLES	26100 BALANCIN WAY	MORENO V	92555	28.14	2.81	5.57	36.52
71471065004	291513009	684277	JURADO, EILEEN (OWNR)	13011	BALBOA LN	92553-7859	JURADO EILEEN	13011 BALBOA LN	MORENO V	92553	255.40	25.54	50.57	331.50
93828955002	291523030	684277	PEREZ, ALVARO	13195	BALBOA LN	92553-6402	CONTRERAS GABRIEL	13195 BALBOA LN	MORENO V	92553	255.40	25.54	50.57	331.50
94751915004	291523029	684277	JASSO, ESTHER (OWNR)	13207	BALBOA LN	92553-7865	LOZA JOSE	13207 BALBOA LN	MORENO V	92553	348.92	34.89	69.09	452.88
31166645008	256221027	684277	SUDDS, KEVIN	11651	BALD EAGLE LN	92557-8500	SUDDS KEVIN OWEN	11651 BALD EAGLE LN	MORENO V	92557	255.40	25.54	50.57	331.50
88014853007	256221020	684277	CERVENY, MARIA	11716	BALD EAGLE LN	92557-8572	CERVENY MARIA EUGENIA	11716 BALD EAGLE LN	MORENO V	92557	191.66	19.17	37.95	248.76
94698685005	487510003	684277	RODRIGUEZ, MIZRAIM	13665	BALSAWOOD LN	92555-3828	RODRIGUEZ MIZRAIM	13665 BALSAWOOD LN	MORENO V	92555	183.21	18.32	36.28	237.80
31598705005	316141009	684277	LOPEZ, MARIA	16780	BALTIC CT	92551-7481	LOPEZ ARMANDO	16780 BALTIC CT	MORENO V	92551	183.69	18.37	36.37	238.42
31138245001	316141008	684277	IRISH, KEVIN (OWNR)	16785	BALTIC CT	92551-7481	IRISH KEVIN P	16785 BALTIC CT	MORENO V	92551	255.40	25.54	50.57	331.50
31434245004	316141011	684277	GARCIA, MARIA (RENT)	16800	BALTIC CT	92551-7482	VIRAMONTES AURELIO	16800 BALTIC CT	MORENO V	92551	191.77	19.18	37.97	248.90
31617695009	316141013	684277	PRADO, ADRIANA (RENT)	16820	BALTIC CT	92551-7482	NGOV KIM HONG	18826 GRAYLAND AVE	ARTESIA C	90701	255.29	25.53	50.55	331.36
98230885011	316141004	684277	REZA, LISA (RENT)	16825	BALTIC CT	92551-7482	DEYO TROY	16825 BALTIC CT	MORENO V	92551	69.83	6.983	13.83	90.62
31433565008	316141014	684277	REYES, KIMBERLY	16830	BALTIC CT	92551-7482	REYES KIMBERLY	16830 BALTIC CT	MORENO V	92551	255.40	25.54	50.57	331.50
31075215001	487015007	684277	CALVANESE, EDUARDO (OWNR)	12210	BALTIMORE AVE	92557-7728	CALVANESE EDUARDO M	12210 BALTIMORE AVE	MORENO V	92557	178.06	17.806	35.26	231.12
31376845001	487015004	684277	LANDERS, SHELIA (RENT)	12252	BALTIMORE AVE	92557-7728	RIVERVIEW LTD ENTERPRISE	5036 E SYCAMORE	ORANGE C	92869	255.40	25.54	50.57	331.50
31573075004	487015001	684277	RICE, ARTAVIA (RENT)	12300	BALTIMORE AVE	92557-7730	DEUTSCHE BANK NATL TRUST CO	3311 E MANDEVILLE PL	ORANGE C	92867	299.97	30.00	59.39	389.36
31580615006	487022006	684277	ROBLES, JUAN AND ALMA (RENT)	12358	BALTIMORE AVE	92557-7730	PEREZ ESTANISLADO	1355 LOGAN AVE STE 2	COSTA ME	92626	55.40	5.54	10.97	71.90
31189765004	487022001	684277	VELEZ, ANTONIO (RENT)	12434	BALTIMORE AVE	92557-7758	SANCHEZ ERNESTO VELEZ	1313 N GRAND AVE NO 411	WALNUT C	91789	215.56	21.56	42.68	279.78
91269823009	482424012	684277	THOMPSON, SHANNEE	24654	BAMBOO CT	92553-3979	THOMPSON MICHAEL D	24654 BAMBOO CT	MORENO V	92553	255.40	25.54	50.57	331.50
31284105002	482424023	684277	GAMA, MELCHOR (RENT)	24693	BAMBOO CT	92553-3980	GAMA MELCHOR	PO BOX 7563	RIVERSIDE	92513	255.40	25.54	50.57	331.50
97398875009	482424020	684277	VAZQUEZ, RUBY	24731	BAMBOO CT	92553-5709	VAZQUEZ RUBY	24731 BAMBOO CT	MORENO V	92553	255.29	25.53	50.55	331.36
31616265001	485173037	684277	CANTELLI, KRISTIE (OWNR)	15401	BANDY CT	92551-7693	CANTELLI STEVEN	15401 BANDY CT	MORENO V	92551	255.40	25.54	50.57	331.50
94349635006	573080007	684277	ZAMORA, JOSE (RENT)	15418	BANDY CT	92551-3671	OSUNA JUAN CESAR	15418 BANDY CT	MORENO V	92551	204.18	20.42	40.43	265.02
31181545008	485173046	684277	RICHARDSON, NAOMI	15436	BANDY CT	92551-3671	DELONE RAYMOND	27927 KALMIA AVE	MORENO V	92555	332.40	33.24	65.82	431.44
93871525003	485175019	684277	PANTOJA, CLEMENTE	15466	BANDY CT	92551-3672	GONZALEZ SILVIA Y PANTOJA	15466 BANDY CT	MORENO V	92551	255.18	25.518	50.53	331.22
93749995002	479582001	684277	TAYLOR, RUSSELL	13500	BANEBERRY ST	92553-4822	TAYLOR RUSSELL	13500 BANEBERRY ST	MORENO V	92553	255.29	25.53	50.55	331.36
31254225000	479582002	684277	HERRERA, ROBERT	13512	BANEBERRY ST	92553-4822	HERRERA ROBERTO	13512 BANEBERRY ST	MORENO V	92553	205.29	20.53	40.65	266.46
31639915007	479582005	684277	CARRAMAN, SERGIO (RENT)	13548	BANEBERRY ST	92553-4822	RODRIGUEZ VICTOR	13548 BANEBERRY ST	MORENO V	92553	90.07	9.007	17.83	116.9
97129455006	487271008	684277	BOWDEN, DICHONDRA	26011	BANTA PL	92555-2304	BOWDEN DICHONDRA	26011 BANTA PL	MORENO V	92555	155.40	15.54	30.77	201.70
58555355000	487271003	684277	RUIZ, LIDIA	26061	BANTA PL	92555-2304	RUIZ LIDIA	26061 BANTA PL	MORENO V	92555	64.66	6.47	12.80	83.92
98194895017	487521002	684277	REYES, SANDRA	26294	BARBADOS LN	92555-2558	REYES SANTANA T	26294 BARBADOS LN	MORENO V	92555	191.77	19.18	37.97	248.90
92287433002	487520033	684277	GALVAN, JUANA	26299	BARBADOS LN	92555-2559	VALDEZ MARTIN	26299 BARBADOS LN	MORENO V	92555	255.29	25.53	50.55	331.36
31287195006	487521003	684277	JONES, GREGORY AND TANJA	26308	BARBADOS LN	92555-2560	JONES GREGORY	26308 BARBADOS LN	MORENO V	92555	255.29	25.53	50.55	331.36
99398133003	487521004	684277	LARA, MARTHA	26322	BARBADOS LN	92555-2560	LARA ESTEBAN	26322 BARBADOS LN	MORENO V	92555	63.96	6.40	12.66	83.02
93142825006	487520029	684277	ENNIS, FRANKLIN (RENT)	26355	BARBADOS LN	92555-2561	LI DAVID	1701 S 7TH ST	ALHAMBR/	91803	178.29	17.83	35.30	231.42
82606625005	263180062	684277	DE LA TORRE, JOSE M (OWNR)	13377	BARBARA ST	92553-8122	DELATORRE JOSE M	13377 BARBARA ST	MORENO V	92553	136.74	13.67	27.07	177.48
70183385009	263180067	684277	ARANDA, DAVID REYES	13431	BARBARA ST	92553-8112	ARANDA DAVID REYES	13431 BARBARA ST	MORENO V	92553	183.21	18.32	36.28	237.80
94768495006	263180076	684277	RAMIREZ, SANTIAGO	13454	BARBARA ST	92553-8111	RAMIREZ MARIA ELENA	13454 BARBARA ST	MORENO V	92553	255.29	25.53	50.55	331.36
94552675006	263180069	684277	TAST, JENNIFER (RENT)	13455	BARBARA ST	92553-8112	OSTEEN JAMES L	11701 PERRIS BLV	MORENO V	92557	63.63	6.363	12.60	82.58
31360425003	263180048	684277	VENEGAS, DAVID	13464	BARBARA ST	92553-8111	KEYSTONE INV	765 N MAIN ST	CORONA C	92880	64.77	6.48	12.82	84.06
92449365002	263180047	684277	ALONZO, DENISE (RENT)	13476	BARBARA ST	92553-8111	GUTIERREZ CECILIO	2010 CONTINENTAL AVE	COSTA ME	92627	236.69	23.67	46.86	307.22
93973695001	487215011	684277	ROMERO, SALLY (RENT)	12602	BARBAZON DR	92555-2248	REYES JULIO	12602 BARBAZON DR	MORENO V	92555	163.72	16.372	32.42	212.5
71481035000	487215002	684277	O'NEAL, BREECIE	12728	BARBAZON DR	92555-2254	ONEAL BREECIE	12728 BARBAZON DR	MORENO V	92555	39.58	3.96	7.84	51.36
62592975007	487294035	684277	LINARES, SANDRA AND JOSEPH	12790	BARBAZON DR	92555-2335	LINARES JOSEPH E	12790 BARBAZON DR	MORENO V	92555	255.29	25.53	50.55	331.36
31298775001	487294034	684277	AGUIRRE, JOSE (RENT)	12800	BARBAZON DR	92555-2336	LUPIAN TORRES MARIA A	217 CIRCLE DR	LAS VEGAS	89101	246.37	24.64	48.78	319.78
91194553005	487292017	684277	VELARDE, VERONICA (OWNR)	12819	BARBAZON DR	92555-2337	ESTRADA ROSA	12819 BARBAZON DR	MORENO V	92555	255.40	25.54	50.57	331.50
83004315007	487294029	684277	MAHE, SONI (OWNR)	12850	BARBAZON DR	92555-2338	MAHE SIONE AHOAKATAU	12850 BARBAZON DR	MORENO V	92555	255.29	25.53	50.55	331.36
92298623009	487292021	684277	WILLIAMS, THEADORE (OWNR)	12859	BARBAZON DR	92555-2339	WILLIAMS THEODORE T	12859 BARBAZON DR	MORENO V	92555	128.14	12.81	25.37	166.32
68539615008	487294027	684277	JONES, DEWIGHT (RENT)	12870	BARBAZON DR	92555-2338	VENEGAS LUCIA	12870 BARBAZON DR	MORENO V	92555	174.17	17.42	34.49	226.06
66373425004	487292026	684277	ROMAN, ERASMO (RENT)	12909	BARBAZON DR	92555-2342	ROMAN AXEL Y	12909 BARBAZON DR	MORENO V	92555	255.40	25.54	50.57	331.50
31294275005	487294004	684277	GOMEZ, JUAN AND MARIA ELENA	12940	BARBAZON DR	92555-2341	GOMEZ JUAN P	12940 BARBAZON DR	MORENO V	92555	332.64	33.26	65.86	431.76
31511385009	264204008	684277	ARRESOLA, RAFAELA	11563	BARBET CT	92557-5419	VALENZUELA MIGUEL	11563 BARBET CT	MORENO V	92557	427.58	42.76	84.66	554.98
92077603001	264204007	684277	MANRIQUE, MALORIE (RENT)	11575	BARBET CT	92557-5419	MKHAIEL DEREK TANIOS	7682 COATBRIDGE DR	RIVERSIDE	92508	225.86	22.586	44.72	293.16
31430155000	304422025	684277	TENZA, CORAZON	29051	BARCELONA CT	92555	TENZA CORAZON & TENZA FAMILY TRU	29051 BARCELONA CT	MORENO V	92555	255.40	25.54	50.57	331.50
97700875006	264404015	684277	TILLET, JERMAINE (RENT)	11880	BARCLAY DR	92557-5914	ROSE MATTHEW B	11880 BARCLAY DR	MORENO V	92557	255.40	25.54	50.57	331.50

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31527775003	264404014	684277	WOODS, WANDA	11890	BARCLAY DR	92557-5914	WQ INV CORP	15568 BROOKHURST NO 364	WESTMINS	92683	255.40	25.54	50.57	331.50
31289425004	264404011	684277	VAUGHN, ARLENE	11920	BARCLAY DR	92557-5915	VAUGHN JONATHAN G	11920 BARCLAY DR	MORENO V	92557	255.40	25.54	50.57	331.50
31377035009	264390002	684277	ALDANA, ISRAEL (RENT)	11935	BARCLAY DR	92557-5915	LOPEZ TRINIDAD	28688 LEXINGTON WAY	MORENO V	92555	39.45	3.95	7.81	51.20
31487755004	291493050	684277	RODGERS, JANEL	12031	BARCLAY DR	92557-6830	RODGERS JAMES	12031 BARCLAY DR	MORENO V	92557	183.24	18.32	36.28	237.84
71652545009	291493057	684277	ARITE SOPHIA	12043	BARCLAY DR	92557-6830	DONG WEI	354 VIA COLINAS	WESTLAKE	91362	185.55	18.56	36.74	240.84
31507015005	474462012	684277	WOODS, GEORGE	24102	BARLEY RD	92557-4012	WOODS SHEILA A	24102 BARLEY RD	MORENO V	92557	332.64	33.26	65.86	431.76
97082505007	474462023	684277	KIVILA, ROSE	24107	BARLEY RD	92557-4013	KIVILA ROSE	24107 BARLEY RD	MORENO V	92557	155.40	15.54	30.77	201.70
65475195006	474431024	684277	MADRID, JAIME	24204	BARLEY RD	92557-4015	MADRID JAIME	24204 BARLEY RD	MORENO V	92557	180.19	18.02	35.68	233.88
31053905003	474441005	684277	RYAN, CRAIG (RENT)	24207	BARLEY RD	92557-4051	RYAN MARLYN	24207 BARLEY RD	MORENO V	92557	255.29	25.53	50.55	331.36
31272765008	474441001	684277	MILES, TOM AND LIZETTE	24263	BARLEY RD	92557-4016	MILES THOMAS L	24263 BARLEY RD	MORENO V	92557	128.03	12.80	25.35	166.18
98367733003	474431030	684277	MOSLEY, APRIL	24322	BARLEY RD	92557-4050	MOSLEY APRIL C	24322 BARLEY RD	MORENO V	92557	313.28	31.33	62.03	406.62
98168955018	481301007	684277	LAX, ROBERT	12091	BARNES CT	92557-7837	LAX ROBERT W	12091 BARNES CT	MORENO V	92557	255.29	25.53	50.55	331.36
94243305000	481301011	684277	WATSON, NICOLE	12126	BARNES CT	92557-7835	WQ INV CORP	221 N WHEELER	ORANGE (	92869	185.29	18.53	36.69	240.50
31123755005	308463018	684277	FLORES, LUIS	15375	BARONA CT	92555-4121	FLORES LUIS ALEJANDRO	15375 BARONA CT	MORENO V	92555	145.29	14.53	28.77	188.58
31599265009	308463021	684277	WHITMORE, KENNETH (OWNR)	15399	BARONA CT	92555-4121	WHITMORE KENNETH	15399 BARONA CT	MORENO V	92555	509.52	50.95	100.88	661.34
31307855003	308463022	684277	GILBERT, SHANICE (RENT)	15407	BARONA CT	92555-4121	JUAREZ ISMAEL	15407 BARONA CT	MORENO V	92555	98.63	9.863	19.53	128.02
94697455005	479543016	684277	ERICSON, ALEXANDRIA	25889	BARTRAM CT	92553-1200	ERICKSON ALEXANDRIA	25889 BARTRAM CT	MORENO V	92553	332.40	33.24	65.82	431.44
50901505003	479543011	684277	SCHWENKEICE, HELEN (RENT)	25900	BARTRAM CT	92553-4720	SZE RAYMOND YUNG	3175 ORLANDO RD	PASADENA	91107	207.64	20.76	41.11	269.50
84430135001	484311033	684277	BRUSH, PATRICIA	25777	BASIL CT	92553-5060	BRUSH PATRICIA A	25777 BASIL CT	MORENO V	92553	255.29	25.53	50.55	331.36
95906955004	484311040	684277	ESCOTO, TOI-YA	25794	BASIL CT	92553-5059	ESCOTO TOI YA	25794 BASIL CT	MORENO V	92553	255.29	25.53	50.55	331.36
80714825007	484311028	684277	BAKER, CIERA (RENT)	25825	BASIL CT	92553-5025	BARAHONA ALEXIS IVERZANDER	25825 BASIL CT	MORENO V	92553	314.66	31.47	62.30	408.42
88166955004	482363006	684277	FOWLER, NATASHA (RENT)	24913	BASSWOOD ST	92553-3806	PINEDA MARCO A	24913 BASSWOOD ST	MORENO V	92553	255.40	25.54	50.57	331.50
86790425005	482363008	684277	CHANG, ANN	24941	BASSWOOD ST	92553-3806	CHANG MICHAEL K	2020 E LOCUST CT	ONTARIO	91761	238.80	23.88	47.28	309.96
31376655000	485061012	684277	GARCIA, ROSARIO (RENT)	15054	BATTON ST	92551-4002	BARRAZA ADRIAN	15054 BATTON ST	MORENO V	92551	302.31	30.23	59.86	392.38
31479145000	485072002	684277	MORENO, CHARLIE AND NORMA	15142	BATTON ST	92551-4027	MORENO CHARLIE	15142 BATTON ST	MORENO V	92551	255.29	25.53	50.55	331.36
93409605005	485072009	684277	CEPEDA, YVONNE	15226	BATTON ST	92551-4004	CEPEDA YVONNE P	375 S MAIN ST NO 216	POMONA	91766	47.74	4.774	9.45	61.96
31511265004	478360018	684277	GALLEGOS, GERARDO	13553	BAXTER CT	92555-6027	GALLEGOS GERARDO S	13553 BAXTER CT	MORENO V	92555	255.29	25.53	50.55	331.36
97324825006	478360024	684277	JASTELUM, RUBEN	13568	BAXTER CT	92555-6027	GASTELUM RUBEN	13568 BAXTER CT	MORENO V	92555	218.47	21.847	43.26	283.56
94698535007	263210023	684277	OROZCO, DEBORA AND JOHNNY	21784	BAY AVE	92553-8104	OROZCO CONSUELO J	21784 BAY AVE	MORENO V	92553	255.29	25.53	50.55	331.36
91155533001	263220019	684277	ALONSO, CARLOS	21827	BAY AVE	92553-8106	ALONZO ROSIE	21827 BAY AVE	MORENO V	92553	332.40	33.24	65.82	431.44
53564655004	263230003	684277	BANSAL, JAGAN (APTS)	21895	BAY AVE	92553-8106	BANSAL JAGAN N	800 CHAMPION CIR	WALNUT (	91789	1,023.91	102.39	202.73	1329.02
85329565003	263210046	684277	MARTINEZ, CONRADO	21948	BAY AVE	92553-8128	MARTINEZ CONRADO	21948 BAY AVE	MORENO V	92553	248.75	24.875	49.25	322.86
60723245004	291150013	684277	GOHLKE, ROBERT	22020	BAY AVE	92553-8220	GOHLKE ROBERT O	22020 BAY AVE	MORENO V	92553	669.95	66.995	132.65	869.58
74508595009	291171003	684277	SUNG, T DOAN	22045	BAY AVE	92553-8221	DOAN QUANG T	13671 YOCKEY ST	GARDEN G	92844	255.18	25.518	50.53	331.22
92809295002	291172001	684277	PESQUEDA, MARIBEL	22063	BAY AVE	92553-8212	PESQUEDA MARIBEL	22063 BAY AVE	MORENO V	92553	255.29	25.53	50.55	331.36
71909145007	291172013	684277	HERRERA, LILIANA	22133	BAY AVE	92553-8222	AGUILAR ALEJANDRO TAPIA	22143 BAY AVE	MORENO V	92553	255.29	25.53	50.55	331.36
98042793009	291181004	684277	PHILLIPS, ROBYN	22307	BAY AVE	92553-8308	PHILLIPS ROBYN D	22307 BAY AVE	MORENO V	92553	255.29	25.53	50.55	331.36
74424485002	291163013	684277	VARRIGA, CARMEN	22376	BAY AVE	92553-8351	BARRIGA CARMEN GUZTAVO	22376 BAY AVE	MORENO V	92553	255.29	25.53	50.55	331.36
93871365006	291163020	684277	TARKINGTON, MARIA	22462	BAY AVE	92553-8309	WILLIAMS RICHARDS VICTORIA J	22462 BAY AVE	MORENO V	92553	255.40	25.54	50.57	331.50
99372313000	291181018	684277	ALVAREZ, LILIANA	22487	BAY AVE	92553-8308	ALVAREZ CRUZ	22487 BAY AVE	MORENO V	92553	255.18	25.518	50.53	331.22
94481233001	291163022	684277	MORALES, LETICIA (OWNR)	22488	BAY AVE	92553-8309	MORALES LETICIA ISABEL	22488 BAY AVE	MORENO V	92553	106.80	10.68	21.15	138.62
96430215000	291300021	684277	RODRIGUEZ, SALVADOR (OWNR)	22610	BAY AVE	92553-8405	RODRIGUEZ SALVADOR	22610 BAY AVE	MORENO V	92553	255.40	25.54	50.57	331.50
75039585006	291281017	684277	OROZCO, MARIA	22760	BAY AVE	92553-8603	FEDERAL NATL MORTGAGE ASSN	14523 SW MILLIKAN NO 200	BEAVERTO	97005	191.77	19.18	37.97	248.90
98006115002	296163006	684277	HERNANDEZ, VANESSA	23133	BAY AVE	92553-9621	PONCE ESTANISLAO	23133 BAY AVE	MORENO V	92553	332.40	33.24	65.82	431.44
92759455005	296181004	684277	CERVANTES, MARINA	23220	BAY AVE	92553-3476	CERVANTES MIGUEL	23220 BAY AVE	MORENO V	92553	255.29	25.53	50.55	331.36
65151075008	296184006	684277	HARRIS, PAMELA (RENT)	23255	BAY AVE	92553-3477	SBR MANAGEMENT	16196 JACOBS CIR	RIVERSIDE	92504	191.77	19.18	37.97	248.90
31179025001	296184007	684277	OSUNA, CYNTHIA E (RENT)	23261	BAY AVE	92553-3477	IVORY FLORA	23261 BAY AVE	MORENO V	92553	125.28	12.528	24.81	162.6
92959583004	296185044	684277	GLEASON, ANTOINETTE (RENT)	23298	BAY AVE	92553-9676	BARRICELLA ANTONIO	1060 BROOKDALE AVE	LA HABRA	90631	187.24	18.72	37.07	243.02
31313955000	296212002	684277	PARKER, TENISHA (RENT)	23309	BAY AVE	92553-9677	DOAN QUANG THANH	13671 YOCKEY ST	GARDEN G	92844	434.52	43.45	86.03	564.00
52728705006	296185041	684277	SCOTT, CAROLYN	23324	BAY AVE	92553-3478	STANTON BERTHA E	3212 RUTH ELAINE DR	LOS ALAMI	90720	48.55	4.86	9.61	63.00
98465293007	296185036	684277	NUNEZ, GILLIBERTO (OWNR)	23380	BAY AVE	92553-3479	ALMAZAN RAQUEL	23380 BAY AVE	MORENO V	92553	255.40	25.54	50.57	331.50
92009343009	296185033	684277	TERRELL, ANITA	23430	BAY AVE	92553-3480	TERRELL ANITA	23430 BAY AVE	MORENO V	92553	255.29	25.53	50.55	331.36
96287675007	296185032	684277	URIBE, ALMA (OWNR)	23456	BAY AVE	92553-3480	URIBE ALMA	23456 BAY AVE	MORENO V	92553	183.35	18.34	36.30	237.98
96543915003	296241002	684277	DREW, CHIRE	23530	BAY AVE	92553-3402	DREW CHIRE D	23530 BAY AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31148715001	296273008	684277	EDWARDS, PAMELA	23631	BAY AVE	92553-3403	DIZAYEE NORDEAN	23631 BAY AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31279175007	296243035	684277	LOAISIGA, AURELINA (RENT)	23686	BAY AVE	92553-3404	BENITEZ PEDRO G BERCIAN	23686 BAY AVE	MORENO V	92553	255.40	25.54	50.57	331.50
87335885001	296243034	684277	GATES , EDDY (RENT)	23694	BAY AVE	92553-3404	FLORES SYLVIA A	23694 BAY AVE	MORENO V	92553	260.78	26.08	51.63	338.48
91704885002	296273012	684277	MONROI, SHARON	23697	BAY AVE	92553-3403	MOORE MACK W	23697 BAY AVE	MORENO V	92553	255.40	25.54	50.57	331.50
90331245000	296291003	684277	PEARSON, CATHY	23781	BAY AVE	92553-3400	PEARSON CATHY LEE	23781 BAY AVE	MORENO V	92553	255.29	25.53	50.55	331.36
86526065008	482292002	684277	HURTADO, THERESA (RENT)	24250	BAY AVE	92553-3304	DENAROLA ROBERT	720 GOLDENROD AVE NO B	CORONA D	92625	137.22	13.722	27.17	178.1
94976115005	482531002	684277	SPARROW, INEZ	24269	BAY AVE	92553-3301	SPARROW INEZ	24269 BAY AVE	MORENO V	92553	271.57	27.157	53.77	352.48
88911523004	482322013	684277	NOFRI, DAVID	24418	BAY AVE	92553-3314	NOFRI CATHERINE	489 DENSLOW AVE	LOS ANGEI	90049	255.40	25.54	50.57	331.50
31217445001	482652005	684277	SANCHEZ, VICTOR (OWNR)	24612	BAY AVE	92553-3809	SANCHEZ VICTOR	24612 BAY AVE	MORENO V	92553	255.40	25.54	50.57	331.50
94199585005	482632014	684277	VARGAS, KARLA	24727	BAY AVE	92553-3853	VISUETT EFRAIN	24727 BAY AVE	MORENO V	92553	31.04	3.10	6.15	40.28
94747705006	482363015	684277	BUTTS, ANGELA (RENT)	24890	BAY AVE	92553-3854	FEDERAL HOME LOAN MORTGAGE COR	24890 BAY AVE	MORENO V	92553	292.92	29.292	58.00	380.2

90633623009	479333023	684277	PREACELY, JUANITA (RENT)	25340	BAY AVE	92553-4352	HSBC MORTGAGE SERVICES INC	931 CORPORATE CENTER DR	POMONA	91768	371.35	37.14	73.53	482
31525245009	479473006	684277	WASHINGTON, TIMOTHY (RENT)	25358	BAY AVE	92553-4323	GORDON JOYCELYN M	11748 VALLE LINDO	MORENO V	92555	425.54	42.55	84.26	552.34
31404015005	479461034	684277	HOLLINS, BRIDGET	25403	BAY AVE	92553-4387	HOLLINS DONALD E	25403 BAY AVE	MORENO V	92553	155.29	15.53	30.75	201.56
31580535003	479473012	684277	LABATO, ANTONIO (RENT)	25426	BAY AVE	92553-4386	CAMPOS MIGUEL ACEVEDO	1836 RIVERA ST	RIVERSIDE	92501	87.21	8.721	17.27	113.18
96121635007	479473014	684277	AGUILERA, HECTOR (OWNR)	25450	BAY AVE	92553-4386	AGUILERA HECTOR ALONZO	25450 BAY AVE	MORENO V	92553	55.40	5.54	10.97	71.90
93034225001	479461028	684277	GRAY, LINDA (OWNR)	25477	BAY AVE	92553-4387	GRAY ROBERT W	41800 WASHINGTON ST	BERMUDA	92203	191.55	19.155	37.93	248.62
85206315006	479651002	684277	MESA, ELENA (OWNR)	25551	BAY AVE	92553-4800	MEZA SILVANO B	25551 BAY AVE	MORENO V	92553	41.77	4.18	8.27	54.20
98217865012	479651026	684277	HARRIS, TREENA	25621	BAY AVE	92553-4866	HARRIS DUANE C	25621 BAY AVE	MORENO V	92553	255.29	25.53	50.55	331.36
90367075009	479651028	684277	DIXON, KRISTOPHER	25641	BAY AVE	92553-4866	DIXON KRISTOPHER	25641 BAY AVE	MORENO V	92553	81.90	8.19	16.22	106.30
31148685007	479582045	684277	THOMAS, ALICE (RENT)	25710	BAY AVE	92553-4877	BROWN CAROLYN D	25710 BAY AVE	MORENO V	92553	202.30	20.23	40.06	262.58
95547155004	479444015	684277	THOMPSON, CARRIE	25846	BAY AVE	92553-4836	THOMPSON KEVIN L	25846 BAY AVE	MORENO V	92553	332.40	33.24	65.82	431.44
91718455002	479622025	684277	MACEDA, NENITA	25851	BAY AVE	92553-4860	MACEDA JACINTO	25851 BAY AVE	MORENO V	92553	255.29	25.53	50.55	331.36
64947965003	479622023	684277	ZIMMERMAN, KATHY	25875	BAY AVE	92553-4860	DALLIN	5440 TRABUCO RD NO H200	IRVINE CA	92620	255.29	25.53	50.55	331.36
55827685007	479444017	684277	FREGOSO, JUSINO (RENT)	25876	BAY AVE	92553-4836	ALVAREZ MANUEL	1066 W PINEDALE AVE	RIALTO CA	92376	105.13	10.513	20.82	136.44
31253205006	479621022	684277	FUENTES, MERCEDES	25911	BAY AVE	92553-4837	FUENTES MERCEDES H	2591 BAY AVE	MORENO V	92553	191.33	19.13	37.88	248.34
74672165003	479621023	684277	HALE, ROSLYN	25923	BAY AVE	92553-4837	SUN SAU SAN	P O BOX 935	WHITTIER	90608	255.18	25.518	50.53	331.22
96526195009	479444021	684277	HALL, DONALD	25932	BAY AVE	92553-4878	HALL DONALD B	15324 AVENIDA ANILLO	MORENO V	92555	128.92	12.892	25.53	167.32
74672125002	479621027	684277	OCHOA, MIGUEL (RENT)	25971	BAY AVE	92553-4837	OCHOA MIRELLA	25971 BAY AVE	MORENO V	92553	52.77	5.28	10.45	68.48
88721733003	487494030	684277	GONZALEZ, ROSEMARY(OWNR)	26004	BAY AVE	92555-2512	GONZALEZ ROSA MARIA	26004 BAY AVE	MORENO V	92555	332.40	33.24	65.82	431.44
83261055007	487494027	684277	HARRIS, CAROLYN (OWNR)	26046	BAY AVE	92555-2512	HARRIS CAROLYN ANN	26046 BAY AVE	MORENO V	92555	205.40	20.54	40.67	266.60
77553635004	487494022	684277	WEBB, RICHARD	26116	BAY AVE	92555-2511	WEBB RICHARD C	26116 BAY AVE	MORENO V	92555	31.66	3.17	6.27	41.08
86688005009	487500005	684277	KESHA, WADUUD (RENT)	26446	BAY AVE	92555-2540	MARTINEZ ARNOLD	16470 PONDEROSA LN	RIVERSIDE	92504	45.28	4.528	8.97	58.76
95834725007	487511004	684277	COOK, MATTIE AND WILLIE	26614	BAY AVE	92555-3804	COOK MATTIE PEGGY	26614 BAY AVE	MORENO V	92555	81.63	8.16	16.16	105.94
87872265003	478261004	684277	STEELE, MARLENE	28184	BAY AVE	92555-6121	STEELE LELAND JAMES	28184 BAY AVE	MORENO V	92555	255.29	25.53	50.55	331.36
66579085007	478261001	684277	CLARK, JOHNNY (OWNR)	28244	BAY AVE	92555-6104	MILLER ALVA VYON	28244 BAY AVE	MORENO V	92555	40.99	4.10	8.12	53.20
95126465002	478342020	684277	HUNTER, JO ALICE	28281	BAY AVE	92555-6122	HUNTER JO ALICE R	28281 BAY AVE	MORENO V	92555	255.29	25.53	50.55	331.36
31574925004	478351021	684277	STREET, PATRICIA	28304	BAY AVE	92555-6132	AYALA PATRICIA A	28304 BAY AVE	MORENO V	92555	332.40	33.24	65.82	431.44
31478835007	478210057	684277	FINLEY, SAM	28820	BAY AVE	92555-8202	FINLEY SAM	28820 BAY AVE	MORENO V	92555	936.59	93.66	185.44	1215.68
93772585000	478230058	684277	GALVEZ, RENE (RENT)	28840	BAY AVE	92555-8202	WHITLEY DANIEL M	800 BROOKSEDGE BLV	WESTERVI	43081	255.40	25.54	50.57	331.50
96592865000	478201043	684277	VIGLIO, VIRGINIA	28925	BAY AVE	92555-8204	NOVE VIRGINIA LEE	28925 BAY AVE	MORENO V	92555	332.40	33.24	65.82	431.44
31629505004	478191030	684277	ACEVES, NORMA	29045	BAY AVE	92555-8302	ROJAS MEDARDO	29045 BAY AVE	MORENO V	92555	416.35	41.64	82.44	540.42
90130523007	478191037	684277	BERNHARD, TODD (RENT)	29219	BAY AVE	92555-8302	BERNHARD ROBERT LYNN	29219 BAY AVE	MORENO V	92555	332.64	33.26	65.86	431.76
31620415002	478191035	684277	GROSS, JOE	29249	BAY AVE	92555-8302	GROSS JOSEPH	29249 BAY AVE	MORENO V	92555	255.29	25.53	50.55	331.36
93947675009	304381002	684277	POWELL, KYLE	15015	BAY HILL DR	92555-6335	ABDULLAH HASAN	15015 BAY HILL DR	MORENO V	92555	277.40	27.74	54.93	360.06
64994265002	304381005	684277	GIBBS, MICHELLE (RENT)	15033	BAY HILL DR	92555-6335	TONG MINH Q	15033 BAY HILL DR	MORENO V	92555	300.37	30.04	59.47	389.88
98038265018	304383008	684277	YOUNG, HELENA (RENT)	15036	BAY HILL DR	92555-6325	LE LISA TUYET	13362 WILSON ST	GARDEN G	92844	269.06	26.91	53.27	349.22
94684645004	478410016	684277	YOUNG, GLORIA	28634	BAY MEADOWS AVE	92555-8427	YOUNG RANDY B	28634 BAY MEADOWS AVE	MORENO V	92555	255.29	25.53	50.55	331.36
93555465004	481342015	684277	DUPREE, MYESHIA (RENT)	24664	BAYBERRY CIR	92557-7844	FRENCH WILLIAM E	21540 CALLE PRIMA	MORENO V	92557	246.92	24.69	48.89	320.50
31503035000	482395007	684277	RAMIREZ, JENNIFER	24935	BAYLEAF ST	92553-3814	RAMIREZ JUAN S	24935 BAYLEAF ST	MORENO V	92553	332.40	33.24	65.82	431.44
31551795009	264133008	684277	JONES, HEIDI (RENT)	11812	BAYLESS ST	92557-6219	SMITH WALTER E	11812 BAYLESS ST	MORENO V	92557	127.71	12.771	25.29	165.76
91591553002	264133007	684277	BROWN, JOSEPH	11820	BAYLESS ST	92557-6219	BROWN JOSEPH	11820 BAYLESS ST	MORENO V	92557	255.29	25.53	50.55	331.36
65705705009	264141017	684277	ZAMORA NAVA, ROBERTO (RENT)	11876	BAYLESS ST	92557-6219	RAMIREZ JOSE	16021 PALOMINO LN	MORENO V	92551	128.14	12.81	25.37	166.32
93975033005	264141014	684277	MATHEWS, LUANA	11900	BAYLESS ST	92557-6233	MATHEWS LUANA PEARL	11900 BAYLESS ST	MORENO V	92557	255.29	25.53	50.55	331.36
31082385001	264142019	684277	HARTS, KIMBERLY	11905	BAYLESS ST	92557-6234	HARTS WILLIAM S	5707 KENWOOD PL	RIVERSIDE	92509	255.29	25.53	50.55	331.36
63067765003	264142020	684277	WRIGHT, LISA	11913	BAYLESS ST	92557-6234	WRIGHT LISA	11913 BAYLESS ST	MORENO V	92557	315.12	31.51	62.39	409.02
31266885005	264142025	684277	LOPEZ, ELIZABETH (RENT)	11947	BAYLESS ST	92557-6234	RHODES KEITH D	26340 KALMIA AVE	MORENO V	92555	255.40	25.54	50.57	331.50
89146023003	264141002	684277	DARNELL, HOUSTON AND SANDRA	11986	BAYLESS ST	92557-6233	DARNELL HOUSTON B	11986 BAYLESS ST	MORENO V	92557	255.29	25.53	50.55	331.36
90080045005	292201008	684277	VASQUEZ, MARIA (OWNR)	12029	BAYLESS ST	92557-8160	GUZMAN VICTOR	12029 BAYLESS ST	MORENO V	92557	225.98	22.60	44.74	293.32
31451585006	292205005	684277	ESPARZA, JUAN	12062	BAYLESS ST	92557-8154	ESPARZA JUAN	12062 BAYLESS ST	MORENO V	92557	255.40	25.54	50.57	331.50
95642385005	292205001	684277	CHAVEZ, JUAN	12124	BAYLESS ST	92557-8161	MARTINEZ VERONICA	12124 BAYLESS ST	MORENO V	92557	255.29	25.53	50.55	331.36
31657045002	291325001	684277	CABICO, GEORGE	22783	BAYWOOD DR	92553-7807	CABICO MIRIAM E	22783 BAYWOOD DR	MORENO V	92553	332.40	33.24	65.82	431.44
94964695009	291323001	684277	GARCIA, DAVID	22878	BAYWOOD DR	92553-7808	GARCIA DAVID	22878 BAYWOOD DR	MORENO V	92553	486.62	48.66	96.35	631.62
31129105009	291321009	684277	BARAJAS, MARIA	22927	BAYWOOD DR	92553-6408	BARAJAS DIEGO	22927 BAYWOOD DR	MORENO V	92553	332.40	33.24	65.82	431.44
95934415000	260471005	684277	CORT, SHERRI	10156	BEACHCOMBER ST	92557-2869	CORT SHERRI A	10156 BEACHCOMBER ST	MORENO V	92557	255.29	25.53	50.55	331.36
95968553008	260471006	684277	CLOYD, TOM (RENT)	10166	BEACHCOMBER ST	92557-2869	GOUPIL SHARON R	14100 ANDY PL	RIVERSIDE	92508	302.47	30.25	59.89	392.6
31434825002	260471011	684277	BENNETT, MICHAEL(RENT)	10216	BEACHCOMBER ST	92557-2871	HENNESSY VICTORIA LEE	17759 TOIYABE ST	FOUNTAIN	92708	28.14	2.81	5.57	36.52
83345345008	260471015	684277	ESPINOZA, SANDRA	10256	BEACHCOMBER ST	92557-2871	SALGADO ALFRED	10256 BEACHCOMBER ST	MORENO V	92557	332.40	33.24	65.82	431.44
31457855006	485062014	684277	ASHLINE, DALE	24511	BEAL AVE	92551-4008	ASHLINE DALE E	24511 BEAL AVE	MORENO V	92551	603.70	60.37	119.53	783.60
97846715001	485061002	684277	RELEFORD, CRYSTAL	24524	BEAL AVE	92551-4009	RELEFORD CLINTON	24524 BEAL AVE	MORENO V	92551	255.18	25.518	50.53	331.22
31154815008	485062009	684277	OOTEN, NATHAN (RENT)	24571	BEAL AVE	92551-4008	OOTEN JOHN E	10638 SUMMER BREEZE DR	MORENO V	92557	288.09	28.81	57.04	373.94
97033375007	485061006	684277	VILLEDA, HUMBERTO (RENT)	24572	BEAL AVE	92551-4009	REYES DOMINGUEZ CRUZ RAUL	24572 BEAL AVE	MORENO V	92551	255.40	25.54	50.57	331.50
64241765003	486222027	684277	RONEY, BRADLEY (OWNR)	25322	BEANTREE CT	92551-4673	RONEY BRADLEY	25322 BEANTREE CT	MORENO V	92551	255.19	25.52	50.53	331.22
61335125001	486222024	684277	RIVERA, IRENE (RENT)	25358	BEANTREE CT	92551-4673	DURAN DEANNA YVETTE	25358 BEANTREE CT	MORENO V	92551	153.64	15.364	30.42	199.42
77600815005	486222034	684277	DAWSON, GLORIA (OWNR)	25359	BEANTREE CT	92551-4674	BROCK GLORIA F	25359 BEANTREE CT	MORENO V	92551	255.29	25.53	50.55	331.36
74910965009	486234003	684277	JERNEGAN, SABRINA	25386	BEANTREE CT	92551-4673	SOLTERO GERARDO	25386 BEANTREE CT	MORENO V	92551	332.40	33.24	65.82	431.44

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97108635003	486232012	684277	ROTA-KOHRT, YVONNE	25421	BEANTREE CT	92551-1301	ROTA KOHT YVONNE	25421 BEANTREE CT	MORENO V	92551	35.29	3.53	6.99	45.80
31275965001	479581015	684277	ROSS, MICHAEL	13569	BEARBERRY DR	92553-4808	ROSS MICHAEL A	10130 CARTAGENA DR	MORENO V	92557	255.40	25.54	50.57	331.50
31306725003	479581010	684277	FELIX, ALICIA (RENT)	13635	BEARBERRY DR	92553-4875	NOLASCO ALFREDO RAMIREZ	13635 BEARBERRY DR	MORENO V	92553	33.83	3.38	6.70	43.90
93883555001	479581005	684277	FOREE, HELEN (RENT)	13699	BEARBERRY DR	92553-4875	HEWKO WILLIAM P	13699 BEARBERRY DR	MORENO V	92557	32.64	3.26	6.46	42.36
97093995001	479581001	684277	PAREDES, ANA	13747	BEARBERRY DR	92553-0710	PONCE JUAN M	13747 BEARBERRY DR	MORENO V	92553	55.29	5.53	10.95	71.76
58749545000	259371031	684277	BROWN, PATSY	22779	BEAVERCREEK CT	92557-1810	BROWN PATSY D	22779 BEAVERCREEK CT	MORENO V	92557	255.18	25.518	50.53	331.22
31360055000	487204001	684277	MACIAS, STEVE AND ANDREA (OW	26221	BEECH DR	92555-2240	MACIAS STEVE	291 CORPORATE TERRACE CIR	CORONA C	92879	255.40	25.54	50.57	331.50
31216545002	291513013	684277	GARCIA, ENRIQUE	22574	BELAIRE DR	92553-7867	CORTEZ MARIO CORIA	22574 BELAIRE DR	MORENO V	92553	255.29	25.53	50.55	331.36
89796995009	260422015	684277	ESPARZA, JAMES	22440	BELCANTO DR	92557-9026	ESPARZA JAMES VICTOR	22440 BELCANTO DR	MORENO V	92557	255.40	25.54	50.57	331.50
31632335004	260412016	684277	JUSTICE, ZYRIC AND SONYA	22511	BELCANTO DR	92557-9028	JUSTICE SONYA R	22511 BELCANTO DR	MORENO V	92557	255.29	25.53	50.55	331.36
31442725006	260413009	684277	SPIEGEL , ERICA (RENT)	22555	BELCANTO DR	92557-9029	AIELLO JACK	22555 BELCANTO DR	MORENO V	92557	444.14	44.41	87.94	576.48
31425795006	260413010	684277	BRADSHAW, VICKI	22565	BELCANTO DR	92557-9029	BRADSHAW VICKI D	22565 BELCANTO DR	MORENO V	92557	255.29	25.53	50.55	331.36
92429323003	488241006	684277	JARVIS, DAWN	28129	BELFRY CIR	92555-5414	JARVIS DAWN	28129 BELFRY CIR	MORENO V	92555	190.89	19.089	37.80	247.76
95213885000	296271021	684277	HOANG, TAI	13821	BELLCREST CT	92553-6021	HOANG TAI HAI	13821 BELLCREST CT	MORENO V	92553	191.66	19.17	37.95	248.76
97432085002	304042007	684277	SAMBEROS, CARIMY (OWNER)	28041	BELLETERRE AVE	92555-6219	DECONTRERAS CARIMY A CAMBEROS	28041 BELLETERRE AVE	MORENO V	92555	191.66	19.17	37.95	248.76
59874335009	304042004	684277	VIDAL, CAROLINA AND TERRY	28071	BELLETERRE AVE	92555-6219	VIDAL TERRY V	28071 BELLETERRE AVE	MORENO V	92555	191.66	19.17	37.95	248.76
64572885006	304053013	684277	GUERRERO, FRANK	28290	BELLETERRE AVE	92555-6231	GUERRERO FRANK	28290 BELLETERRE AVE	MORENO V	92555	255.29	25.53	50.55	331.36
91786003004	304053021	684277	WARD, ERIKA (RENT)	28386	BELLETERRE AVE	92555-6215	LU HAOEN	28386 BELLETERRE AVE	MORENO V	92555	58.26	5.83	11.54	75.62
95273045001	304060018	684277	SADDLER, DENISE	28395	BELLETERRE AVE	92555-6212	U S BANK NATL ASSN	12650 INGENUITY DR	ORLANDO	32826	128.03	12.80	25.35	166.18
31507155005	304060001	684277	NINO, MICHELE	28398	BELLETERRE AVE	92555-6210	PICCINONNO CHRISTOPHER ROBERT	28398 BELLETERRE AVE	MORENO V	92555	28.14	2.81	5.57	36.52
94305815000	304060004	684277	DEVERA, AL AND HARLI	28434	BELLETERRE AVE	92555-6211	DEVERA ALOYSIUS A	28434 BELLETERRE AVE	MORENO V	92551	255.40	25.54	50.57	331.50
72703695007	304060006	684277	DUGAS, CHRISTOPHER	28456	BELLETERRE AVE	92555-6211	JUGAS MELINDA MARIE	28456 BELLETERRE AVE	MORENO V	92555	159.73	15.973	31.63	207.32
31229355004	304060009	684277	BROWN, KEISA	28494	BELLETERRE AVE	92555-6211	BROWN KEISA	28494 BELLETERRE AVE	MORENO V	92555	104.31	10.43	20.65	135.38
68119765007	308272044	684277	BELARDE, JHOSIE	15708	BELLEZA CIR	92555-4239	BELARDE RODELIO	15708 BELLEZA CIR	MORENO V	92555	51.66	5.166	10.23	67.04
95605455007	308272039	684277	GOSLEE, PATRICE (OWNR)	15758	BELLEZA CIR	92555-4239	GOSLEE KENDALL	15758 BELLEZA CIR	MORENO V	92555	255.40	25.54	50.57	331.50
91696343004	487214002	684277	SALCEDO, GRISELDA	12672	BELLFLOWER LN	92555-2250	MA XIAOFAN	12672 BELLFLOWER LN	MORENO V	92555	170.78	17.08	33.81	221.66
31509255000	486417007	684277	GARCIA, JOE	15420	BELLO WAY	92555-2921	GARCIA JOE R	15420 BELLO WAY	MORENO V	92555	255.40	25.54	50.57	331.50
84985355007	486432002	684277	HARVEY, SUE (RENT)	15475	BELLO WAY	92555-2920	BURCH BOBBY	15475 BELLO WAY	MORENO V	92555	522.33	52.23	103.42	677.98
56594835001	478291008	684277	CARRASCO, OSCAR	28656	BELMONT PARK WAY	92555-8418	CARRASCO OSCAR F	28656 BELMONT PARK WAY	MORENO V	92555	308.73	30.87	61.13	400.72
96209525003	478290021	684277	SHOWALTER, STEPHEN	28665	BELMONT PARK WAY	92555-8418	SHOWALTER STEPHEN	28665 BELMONT PARK WAY	MORENO V	92555	255.40	25.54	50.57	331.50
97045905000	479120038	684277	OUNKHAM, DANNY	13227	BENCLIFF AVE	92553-4251	MANI PHADEJ	6751 DE GRAZIA RD	RIVERSIDE	92506	135.40	13.54	26.81	175.74
61374695000	479132070	684277	LYLES, MYISHA (RENT)	13279	BENCLIFF AVE	92553-4263	HIXSON WILMA A	13279 BEN CLIFF DR	MORENO V	92553	460.31	46.03	91.14	597.48
94483065002	479132073	684277	NAVARRETTE, RAMON	13288	BENCLIFF AVE	92553-4262	NAVARRETE JOHN H	13288 BEN CLIFF DR	MORENO V	92553	255.18	25.518	50.53	331.22
53090135000	479132078	684277	BLACK, JESSICA (RENT)	13336	BENCLIFF AVE	92553-4227	FONSECA GLENN	13336 BEN CLIFF DR	MORENO V	92553	255.40	25.54	50.57	331.50
31627745008	479121002	684277	OROZCO, VERONICA (OWNR) APTS	13142	BENCLIFF AVE UNIT A	92553-5431	OROZCO VERONICA MARGOTH	13142 BENCLIFF AVE	MORENO V	92553	255.29	25.53	50.55	331.36
74993655000	479120035	684277	BUTLER, VANESSA (RENT) APTS	13185	BENCLIFF AVE UNIT A	92553-5425	TEJEDA MANUEL	13185 BENCLIFF AVE	MORENO V	92553	255.40	25.54	50.57	331.50
67755065006	479121001	684277	RESENDEZ, LORENA (RENT) APTS	13128	BENCLIFF AVE UNIT B	92553-5432	RAMIREZ CARLOS	13128 BENCLIFF AVE	MORENO V	92553	128.14	12.81	25.37	166.32
85045635001	479121006	684277	WHITFIELD, GWEN (APTS)	13198	BENCLIFF AVE UNIT B	92553-5427	CHAMNANKIT APICHART	6009 FOREST DR	MORTON G	60053	191.66	19.17	37.95	248.76
94635525001	479523014	684277	SPRATT, WINSTON (RENT)	13016	BENDER DR	92553-6804	WASHINGTON SATAVIA DENICE	13016 BENDER DR	MORENO V	92553	255.29	25.53	50.55	331.36
73447075000	479522003	684277	PEREZ, SOPHIA	13023	BENDER DR	92553-6805	PEREZ KATHY	13023 BENDER DR	MORENO V	92553	255.18	25.518	50.53	331.22
88897555008	479522010	684277	VILLA, GLENDA	13119	BENDER DR	92553-6871	VILLA JESSIE	13119 BENDER DR	MORENO V	92553	332.16	33.216	65.77	431.14
88489295009	479523001	684277	ALLEN, VINCENT	13120	BENDER DR	92553-6871	DEATON WENDE	10809 MORNING RIDGE DR	MORENO V	92557	255.29	25.53	50.55	331.36
51643035009	474351010	684277	GERBITZ, JESS	26075	BERCAW CT	92555-1702	GERBITZ JESSE W	13121 PENNY LN	YUCAIPA C	92399	255.29	25.53	50.55	331.36
94230135003	291300004	684277	SAADIQ, DONOVAN (OWNR)	22620	BERKSHIRE LN	92553-8407	MALOID WANDA ANN	22620 BERKSHIRE LN	MORENO V	92553	255.40	25.54	50.57	331.50
92429413004	291300007	684277	CARRANZA, ALBERTO (RENT)	22671	BERKSHIRE LN	92553-8407	WONG MICHAEL MIN	4839 ARDEN DR	TEMPLE CI	91780	191.77	19.18	37.97	248.90
95718825001	291162016	684277	TOVAR, YADIRA	22414	BERTIE AVE	92553-8333	TOVAR ROBERTO	22414 BERTIE AVE	MORENO V	92553	255.29	25.53	50.55	331.36
96291175004	291163006	684277	PAYAN, MARIA L	22423	BERTIE AVE	92553-8334	PAYAN MARIA L	22423 BERTIE AVE	MORENO V	92553	255.29	25.53	50.55	331.36
92234895007	291162018	684277	RODRIGUEZ, ARTURO (RENT)	22437	BERTIE AVE	92553-8334	EVANS ALLAN	22438 BERTIE AVE	MORENO V	92553	255.40	25.54	50.57	331.50
81347225001	291163002	684277	BEAN, BRUCE (RENT)	22473	BERTIE AVE	92553-8334	TROJAN INV	1315 TUSTIN NO I255	ORANGE C	92867	290.25	29.03	57.47	376.74
81730525005	291162021	684277	CHAVEZ, GUALBERTO	22474	BERTIE AVE	92553-8333	ACM INV	15288 ZAHARIAS ST	MORENO V	92555	520.51	52.051	103.06	675.62
92322595003	264071052	684277	CORONADO, GLORIA	11030	BETH CT	92557-4973	CORONADO GLORIA	11030 BETH CT	MORENO V	92557	255.29	25.53	50.55	331.36
89938895008	264071051	684277	SEPULVEDA, MARTIN	11042	BETH CT	92557-4973	SZE RAYMOND YUNG	3175 ORLANDO RD	PASADENA	91107	382.48	38.25	75.73	496.44
96719795004	296253047	684277	IMMANUEL HOUSE	23760	BETTS PL	92553-3460	HUANG LING HUI	3090 CRESTVIEW DR	NORCO CA	92860	95.68	9.57	18.94	124.18
95761925000	296251002	684277	ESPINOZA, CHRISTINA (RENT)	23761	BETTS PL	92553-3467	JPMORGAN CHASE BANK	7255 BAYMEADOWS WAY	JACKSONV	32256	27.01	2.701	5.35	35.04
31510665002	296251003	684277	MENDEZ, SILVIA	23767	BETTS PL	92553-3467	MENDEZ SILVIA	23767 BETTS PL	MORENO V	92553	255.40	25.54	50.57	331.50
31569795001	296251004	684277	HERNANDEZ, SUGEY (RENT)	23773	BETTS PL	92553-3467	HERNANDEZ MARIO	23773 BETTS PL	MORENO V	92553	255.40	25.54	50.57	331.50
94307735003	296253044	684277	MCGEE, ARTHUR	23778	BETTS PL	92553-3460	MCGEE MICHELLE	23778 BETTS PL	MORENO V	92553	255.40	25.54	50.57	331.50
93796895004	296253042	684277	RAMOS, MARIA	23788	BETTS PL	92553-3460	TOPETE VIRGINIA NOEMI BLAS	23788 BETTS PL	MORENO V	92553	255.40	25.54	50.57	331.50
83913675003	296253041	684277	GARCIA, FRANCISCO	23794	BETTS PL	92553-3460	BHATHENA SORAB M	23794 BETTS PL	MORENO V	92553	255.40	25.54	50.57	331.50
31301245005	296253040	684277	KELLY, RAY	23800	BETTS PL	92553-3407	KELLY RAY L	23800 BETTS PL	MORENO V	92553	128.14	12.81	25.37	166.32
97309863008	296251015	684277	PEIDRA, MARIA	23839	BETTS PL	92553-3420	PIEDRA MARIA	23839 BETTS PL	MORENO V	92553	255.40	25.54	50.57	331.50
31094145007	296253033	684277	GARCIA, OLEGARIO (RENT)	23844	BETTS PL	92553-3407	TOPETE GERARDO	297 BRIGHT WAY	PERRIS CA	92571	127.00	12.7	25.15	164.84
31168065005	474720016	684277	LOUIS, LILIA (RENT)	25453	BIANCA CT	92557-5243	MORALES GUSTAVO M	25453 BIANCA CT	MORENO V	92555	255.40	25.54	50.57	331.50
31421825009	304172011	684277	GORDON, ANGELA (OWNR)	15664	BIARRITZ CT	92555-4927	GORDON ANGELA M	15664 BIARRITZ CT	MORENO V	92555	91.77	9.18	18.17	119.10
83776075000	304172012	684277	JAMES, YOHANTUS	15674	BIARRITZ CT	92555-4927	JAMES RENE E	15674 BIARRITZ CT	MORENO V	92555	255.29	25.53	50.55	331.36

94872165005	304172025	684277	SMITH, SCHERRIE (RENT)	15685	BIARRITZ CT	92555-4928	CHAU LEE	15685 BIARRITZ CT	MORENO V	92555	160.40	16.04	31.76	208.18
91191073002	304172014	684277	GIBSON, LEWIS AND SANDRA	15694	BIARRITZ CT	92555-4927	GIBSON LEWIS EDWARD	15694 BIARRITZ CT	MORENO V	92555	255.29	25.53	50.55	331.36
62646695000	304172024	684277	TAYLOR, SILVIA	15695	BIARRITZ CT	92555-4928	TAYLOR SYLVIA A	15695 BIARRITZ CT	MORENO V	92555	255.29	25.53	50.55	331.36
31082885006	304172016	684277	GRAVES, ADRIAN	15714	BIARRITZ CT	92555-4929	GRAVES EDITH JORDON TRUST	15714 BIARRITZ CT	MORENO V	92555	255.29	25.53	50.55	331.36
31443665006	259443028	684277	GAINES, MORRIS AND MADELINE	9711	BIG CREEK CIR	92557-1707	GAINES MORRIS	9711 BIG CREEK CIR	MORENO V	92557	255.29	25.53	50.55	331.36
89851653003	259443020	684277	STRAWBERRY, GENEVA (RENT)	9706	BIG CREEK CIR	92557-1707	OVERTON STEPHEN E	9706 BIG CREEK CIR	MORENO V	92557	255.18	25.518	50.53	331.22
31075035009	259443023	684277	ESCAMILLA, LEANNE M (OWNR)	9736	BIG CREEK CIR	92557-1707	ESCAMILLA LEANN M	9736 BIG CREEK CIR	MORENO V	92557	255.40	25.54	50.57	331.50
31072335003	259443025	684277	JOHNSON, BETTY	9745	BIG CREEK CIR	92557-1707	JOHNSON BETTY	9745 BIG CREEK CIR	MORENO V	92557	255.29	25.53	50.55	331.36
91686963004	486492023	684277	KHRANGTONG, MARI (OWNR)	27085	BIG HORN AVE	92555-4744	KHRANGTONG MARI	27085 BIG HORN AVE	MORENO V	92555	150.00	15.00	29.70	194.70
87689705009	486490024	684277	JUAREZ, JAIME (OWNER)	27132	BIG HORN AVE	92555-4745	JUAREZ JAIME	27132 BIG HORN AVE	MORENO V	92555	255.29	25.53	50.55	331.36
31567355007	486492008	684277	FLOWERS, TIFFANY (RENT)	27155	BIG HORN AVE	92555-4745	WRIGHT JOSETTE E	27155 BIG HORN AVE	MORENO V	92555	82.68	8.268	16.37	107.3
48279395002	486492007	684277	SALVADOR, DAVILA	27169	BIG HORN AVE	92555-4745	DAVILA SALVADOR	27169 BIG HORN AVE	MORENO V	92555	255.18	25.518	50.53	331.22
91463893003	486491005	684277	MARTIN, REGINA (OWNR)	27176	BIG HORN AVE	92555-4745	WASHINGTON REGINA MARTIN	27176 BIG HORN AVE	MORENO V	92555	255.40	25.54	50.57	331.50
98319505012	486491008	684277	FELIX, CAMILA (RENT)	27218	BIG HORN AVE	92555-4746	SHAMSHER ALI G	7560 E CALLE GRANADA	ANAHEIM	92808	409.88	40.99	81.16	532.02
97461225002	486492003	684277	GREEN, SHARON	27225	BIG HORN AVE	92555-4746	EL SUDNJ UWAH	27225 BIG HORN AVE	MORENO V	92555	255.29	25.53	50.55	331.36
97952985000	486492001	684277	BEAN, ROBERT (RENT)	27253	BIG HORN AVE	92555-4746	GUDINO ENRIQUE	27253 BIG HORN AVE	MORENO V	92555	247.42	24.742	48.99	321.14
96676985006	486503024	684277	CURIEL, WENDY	27357	BIG HORN AVE	92555-4747	CURIEL BLAS	27357 BIG HORN AVE	MORENO V	92555	255.29	25.53	50.55	331.36
97257195000	486504017	684277	PADILLA, LUZ	27366	BIG HORN AVE	92555-4747	PADILLA LUZ	27366 BIG HORN AVE	MORENO V	92555	255.29	25.53	50.55	331.36
49426005000	486504016	684277	OCAMPO, ALEX	27388	BIG HORN AVE	92555-4748	OCAMPO ALEX	1542 VANDERBILT PL	GLENDALE	91205	83.40	8.34	16.51	108.24
50385945007	484231014	684277	WILL, SHELLEY	25079	BILLIE DR	92553-7106	WILL SHELLY A	25079 BILLIE DR	MORENO V	92553	255.29	25.53	50.55	331.36
31587395007	484231020	684277	AYON, JAVIER	25123	BILLIE DR	92553-7107	AYON JAVIER	25123 BILLIE DR	MORENO V	92553	255.40	25.54	50.57	331.50
95600695008	484222003	684277	DAVID VERNON TRUST	25157	BILLIE DR	92553-7107	VERNON DAVID F	28793 STRAUSS LN	MORENO V	92551	388.78	38.88	76.98	504.62
31615555002	484222006	684277	HERN, PAMELYN (RENT)	25193	BILLIE DR	92553-7107	TUTTLE CLETIS	25193 BILLIE DR	MORENO V	92553	177.38	17.738	35.12	230.22
31059585007	484221018	684277	CHAMBERS, SHERRI	25204	BILLIE DR	92553-7188	WASHINGTON ADRIAN L	8356 VIENNA WAY	RIVERSIDE	92508	255.29	25.53	50.55	331.36
31310585004	484212001	684277	PRICE, JOHN AND TAMEKA	25253	BILLIE DR	92553-7161	DUCKWORTH JOHN	25253 BILLIE DR	MORENO V	92553	255.29	25.53	50.55	331.36
31406635000	484211019	684277	FOSTER, RAQUEL	25292	BILLIE DR	92553-7160	FOSTER RAQUEL	25292 BILLIE DR	MORENO V	92553	187.40	18.74	37.11	243.24
31516055007	487351015	684277	RODRIGUEZ, JORGE (RENT)	26046	BILOXI DR	92555-2404	RODRIGUEZ JORGE	24682 DEL PRADO STE 200	DANA POIN	92629	312.60	31.26	61.89	405.74
95767235002	487351016	684277	HAYWARD, JANIS (RENT)	26054	BILOXI DR	92555-2404	HAMILTON WALTER	26054 BILOXI DR	MORENO V	92555	255.40	25.54	50.57	331.50
31131315001	487351018	684277	MENDEZ, ABLE	26070	BILOXI DR	92555-2404	MENDEZ ABEL	26070 BILOXI DR	MORENO V	92555	191.66	19.17	37.95	248.76
67841405003	487351019	684277	RUSH, JEAN (OWNR)	26078	BILOXI DR	92555-2404	MERCADO RUBEN I P	26078 BILOXI DR	MORENO V	92555	155.40	15.54	30.77	201.70
31632835009	487351021	684277	LOPEZ, CARLOS	26094	BILOXI DR	92555-2404	HERNANDEZ VERONICA C	26094 BILOXI DR	MORENO V	92555	255.18	25.518	50.53	331.22
31249605000	482242024	684277	SALDANA, MANUEL AND MARGAF	24371	BION DR	92553-3307	SALDANA MANUEL	24371 BION DR	MORENO V	92553	255.29	25.53	50.55	331.36
94461655004	479131004	684277	SOLORIO, JUAN	13287	BIRCHWOOD DR	92553-4273	SOLORIO JUAN L	13287 BIRCHWOOD DR	MORENO V	92553	255.40	25.54	50.57	331.50
89943603009	479131005	684277	UNDERWOOD, MARIA	13301	BIRCHWOOD DR	92553-4229	UNDERWOOD DONALD	13301 BIRCHWOOD DR	MORENO V	92553	255.18	25.518	50.53	331.22
31614875008	479131006	684277	OLIVER, TONY (OWNR)	13313	BIRCHWOOD DR	92553-4229	OLIVER TONY P	8636 MILL POND PL	RIVERSIDE	92508	332.16	33.216	65.77	431.14
97723435001	479131011	684277	BAKER, CLIFTON	13371	BIRCHWOOD DR	92553-4229	BAKER CLIFTON A	13371 BIRCHWOOD DR	MORENO V	92553	255.29	25.53	50.55	331.36
90157113006	479140004	684277	ARCHULETA, ANNA (RENT)	13385	BIRCHWOOD DR	92553-4229	HACIENDA CAPITAL	1421 N WANDA RD NO 120	ORANGE (	92867	255.40	25.54	50.57	331.50
50510735004	479140010	684277	ZUNIGA, VERONICA AND JOSE (RE	13471	BIRCHWOOD DR	92553-4274	LEE CHEN SHI	906 REGAL CANYON DR	WALNUT (	91789	108.09	10.81	21.40	140.30
99802573001	479090018	684277	HANKINS, PATRICIA (RENT)	13075	BIRCHWOOD DR UNIT I	92553-5433	PAYTON LAVERNE	13075 BIRCHWOOD DR	MORENO V	92553	230.18	23.018	45.58	298.76
94911603009	304382008	684277	ENCISO, JANETTE	28383	BIRDIE ST	92555-6359	VALDIVIA URIEL HERNAN	28383 BIRDIE ST	MORENO V	92555	255.29	25.53	50.55	331.36
93357453007	304382009	684277	RAMIREZ, MAGDALENA	28393	BIRDIE ST	92555-6359	RAMIREZ DIAZ CARLOS A	28393 BIRDIE ST	MORENO V	92555	255.40	25.54	50.57	331.50
31463195003	264082033	684277	ENRIQUEZ, JOE AND LUCY	23644	BIRDSONG CT	92557-4953	ENRIQUEZ JOE	23644 BIRDSONG CT	MORENO V	92557	269.52	26.95	53.36	349.82
52799215000	479482051	684277	NAVA, GUADALUPE (RENT)	13595	BLACK ELM CT	92553-4392	SUN SAU SAN	6267 HILL AVE	WHITTIER	90601	31.44	3.144	6.23	40.8
31075165001	479482054	684277	SEARCY, GREGORY	13625	BLACK ELM CT	92553-4390	SEARCY GREGORY I	13625 BLACK ELM CT	MORENO V	92553	255.29	25.53	50.55	331.36
95925825002	479475001	684277	MCFAIL, TANYA (RENT)	13646	BLACK ELM CT	92553-4391	GARCIA JESUS	13646 BLACK ELM CT	MORENO V	92553	96.24	9.624	19.06	124.9
92322275000	479474013	684277	PACILLAS, MARIA	13673	BLACK ELM CT	92553-4390	PACILLAS MARIA T	13673 BLACK ELM CT	MORENO V	92553	81.11	8.11	16.06	105.28
96402815003	291632011	684277	KIZLER, MELODY	22307	BLACK GUM ST	92553-6962	KIZLER MELODY L	22307 BLACK GUM ST	MORENO V	92553	228.89	22.89	45.32	297.08
93809355008	291632015	684277	RIVERA, SYLVIA	22347	BLACK GUM ST	92553-6962	RIVERA VICTOR	22347 BLACK GUM ST	MORENO V	92553	255.29	25.53	50.55	331.36
93276175008	291635023	684277	HALL, LAQUIDA (RENT)	22387	BLACK GUM ST	92553-6962	GYAMTSO LOBSANG	1630 N EDGEMONT ST NO B7	LOS ANGEI	90027	497.93	49.79	98.59	646.3
93929135001	291634012	684277	FARROW, MARILYN	22436	BLACK GUM ST	92553-6964	FARROW DOUGLAS L	22436 BLACK GUM ST	MORENO V	92553	332.16	33.216	65.77	431.14
96253205008	256221012	684277	GARCIA, MARY	11689	BLACK HAWK LN	92557-8501	CORONADO ESMERALDA	21690 CALLE PRIMA	MORENO V	92557	255.29	25.53	50.55	331.36
95648925009	256221001	684277	VELASCO, ALEX	11742	BLACK HAWK LN	92557-8573	VALSCO ALEX	11742 BLACK HAWK LN	MORENO V	92557	255.29	25.53	50.55	331.36
60005645002	473250016	684277	ROBINSON, LINDSAY (OWNR)	28399	BLACK OAK AVE	92555-5203	ROBINSON LINDSAY	28399 BLACK OAK AVE	MORENO V	92555	140.58	14.06	27.83	182.46
90470005006	485091010	684277	CHAVEZ, ROSARIO	15173	BLACK SHADOW DR	92551-4082	CORTEZ ROSA I	15173 BLACK SHADOW DR	MORENO V	92551	255.40	25.54	50.57	331.50
67050295004	485091007	684277	GARCIA, MARK (RENT)	15176	BLACK SHADOW DR	92551-4083	SOTO ROSIE	15176 BLACK SHADOW DR	MORENO V	92551	318.92	31.89	63.15	413.94
95187135004	485091003	684277	ROBERTS, KIERA	15224	BLACK SHADOW DR	92551-4041	NIPAMDY	P O BOX 1234	ARCADIA (	91007	183.90	18.39	36.41	238.70
31410485003	485102001	684277	HERNANDEZ, PATRICIA (RENT)	15262	BLACK SHADOW DR	92551-4041	GONZALEZ JOSE	15262 BLACK SHADOW DR	MORENO V	92551	255.40	25.54	50.57	331.50
65702165009	485101022	684277	DE LARA, SUSAN (RENT)	15335	BLACK SHADOW DR	92551-4042	JTH REAL ESTATE	360 E 1ST ST NO 297	TUSTIN CA	92780	255.40	25.54	50.57	331.50
88475083002	485102008	684277	OCHOA-MORALES, LOURDES (REN	15366	BLACK SHADOW DR	92551-4052	BJJ ASSOC	751 S WEIR CANYON NO 433	ANAHEIM	92808	212.48	21.25	42.07	275.78
94769735004	479652002	684277	MORAN, JOSE	25540	BLACK WALNUT ST	92553-4863	MORAN JOSE A	25540 BLACK WALNUT ST	MORENO V	92553	255.29	25.53	50.55	331.36
31241665004	260332004	684277	BOSTIC, MARSHALL	23706	BLACKBIRD CIR	92557-2811	BOSTIC MARSHALL B	P O BOX 7222	MORENO V	92552	255.29	25.53	50.55	331.36
93638325008	260332006	684277	WHITE, CHARLES AND EDITH	23709	BLACKBIRD CIR	92557-2844	WHITE CHARLES H	5596 GALASSO AVE	FONTANA	92336	255.29	25.53	50.55	331.36
91823635003	260332003	684277	DURAN, RAY (OWNR)	23716	BLACKBIRD CIR	92557-2811	DURAN RENATO V	23716 BLACKBIRD CIR	MORENO V	92557	326.45	32.65	64.64	423.72
94571815007	484164011	684277	ANDERSON, THERESA	14525	BLACKBUSH RD	92553-4919	PEREZ SALOME	14525 BLACKBUSH RD	MORENO V	92553	255.29	25.53	50.55	331.36
96563075007	484164006	684277	VALDOVINO, LUIS (RENT)	14552	BLACKBUSH RD	92553-4920	QUINONES ARLETTE	2865 DOOLITTLE AVE	ARCADIA (	91006	20.16	2.02	3.99	26.16

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31646055002	484164005	684277	SHEPARD, ASHLEY (OWNR)	14566	BLACKBUSH RD	92553-4920	SHEPARD MATTHEW	14566 BLACKBUSH RD	MORENO V	92553	191.77	19.18	37.97	248.90
97120045002	484164004	684277	VEJAR, MARITZA (RENT)	14578	BLACKBUSH RD	92553-2925	MEDINA ALFREDO	14578 BLACKBUSH RD	MORENO V	92553	255.40	25.54	50.57	331.50
31637185004	484164002	684277	MORGAN, LORI	14604	BLACKBUSH RD	92553-4914	MORGAN LORI A	14604 BLACKBUSH RD	MORENO V	92553	255.29	25.53	50.55	331.36
95524195005	484164001	684277	AGUAYO SR, ALBERT	14618	BLACKBUSH RD	92553-4914	AGUAYO ALBERT	14618 BLACKBUSH RD	MORENO V	92553	191.66	19.17	37.95	248.76
55642315008	484183019	684277	BYRD, TINA (RENT)	14644	BLACKBUSH RD	92553-4906	JIMENEZ JAVIER I	9938 PASEO CORRALITO	MORENO V	92557	255.40	25.54	50.57	331.50
31061375007	484183013	684277	ARCOS, ALEXANDRO	14722	BLACKBUSH RD	92553-2926	ARCOS ALEJANDRO	14722 BLACKBUSH RD	MORENO V	92553	155.29	15.53	30.75	201.56
89926835006	484151011	684277	COX, TYESHA (RENT)	25821	BLAKE DR	92553-4945	WASHINGTON REGINA MARTIN	27176 BIG HORN AVE	MORENO V	92555	255.40	25.54	50.57	331.50
31173235000	308522012	684277	HERNANDEZ, CARLOS	26067	BLAZER CT	92555-3387	HERNANDEZ CARLOS O	26067 BLAZER CT	MORENO V	92555	255.40	25.54	50.57	331.50
92816373000	308522009	684277	JOHNSON, CASSANDRA (OWNR)	26103	BLAZER CT	92555-3387	CARDENAS KARINA	26103 BLAZER CT	MORENO V	92555	332.64	33.26	65.86	431.76
60370805006	308522007	684277	SHEPARD, VERONICA	26114	BLAZER CT	92555-3387	WANG ANDY	14867 TOLEDO CT	MORENO V	92555	103.74	10.374	20.54	134.64
50354055009	264132019	684277	HERNANDEZ, JESSICA (OWNR)	23545	BLOOMING MEADOW	92557-6237	HERNANDEZ JESSICA L	23545 BLOOMING MEADOW RD	MORENO V	92557	255.40	25.54	50.57	331.50
73032645001	264132022	684277	GRANT, GREG	23571	BLOOMING MEADOW	92557-6237	GRANT GREGG	23571 BLOOMING MEADOW RD	MORENO V	92557	255.29	25.53	50.55	331.36
95787655001	260340038	684277	FRANKS, MARION	23760	BLUE BILL CT	92557-2837	FRANKS MARION E	23760 BLUE BILL CT	MORENO V	92557	82.40	8.24	16.32	106.94
99237555000	260340037	684277	CHATMAN, GREGORY	23770	BLUE BILL CT	92557-2837	CHATMAN RACHELLE	23770 BLUE BILL CT	MORENO V	92557	255.29	25.53	50.55	331.36
74610565009	260340032	684277	KRONCKE, RACHEL	23820	BLUE BILL CT	92557-2812	DUFF CHRISTI L	23820 BLUE BILL CT	MORENO V	92557	332.40	33.24	65.82	431.44
71931425002	260340031	684277	BALLARD, ARMEL	23830	BLUE BILL CT	92557-2812	BALLARD ARMEL H	23830 BLUE BILL CT	MORENO V	92557	255.29	25.53	50.55	331.36
93315755002	260340024	684277	CHARLES, CARLYN	23869	BLUE BILL CT	92557-2813	CHARLES CARLYN	23869 BLUE BILL CT	MORENO V	92557	180.98	18.10	35.83	234.90
85431865004	264440010	684277	MENDOZA, JUAN	11532	BLUE JAY CT	92557-5446	MENDOZA JUAN A	11532 BLUE JAY CT	MORENO V	92553	125.29	12.53	24.81	162.62
74281405003	264440006	684277	URIBE, ALEJANDRO AND OFELIA	11575	BLUE JAY CT	92557-5447	URIBE ALEJANDRO	11575 BLUE JAY CT	MORENO V	92557	255.29	25.53	50.55	331.36
66698145003	264344011	684277	FOSTER, PATRICK	11649	BLUE LUPIN LN	92557-6003	FOSTER PATRICK	11649 BLUE LUPIN LN	MORENO V	92557	255.29	25.53	50.55	331.36
90133023006	264342013	684277	BANKS, KEVIN	11711	BLUE LUPIN LN	92557-6005	BANKS KEVEN J	11711 BLUE LUPIN LN	MORENO V	92557	62.65	6.27	12.40	81.30
59040205004	260092011	684277	FABROS, KRISTINE (OWNR)	23820	BLUE RIDGE PL	92557-2923	FABROS ROMINA KHRISTINE	23820 BLUE RIDGE PL	MORENO V	92557	255.40	25.54	50.57	331.50
74568925004	260092023	684277	LEMUS, BYRON	23823	BLUE RIDGE PL	92557-2923	LEMUS BYRON A	23823 BLUE RIDGE PL	MORENO V	92557	255.29	25.53	50.55	331.36
31592195009	260092022	684277	LUCERO, BETTY	23831	BLUE RIDGE PL	92557-2923	LUCERO ARTURO	23831 BLUE RIDGE PL	MORENO V	92557	255.40	25.54	50.57	331.50
31200505004	260092018	684277	BOISCLAIR, PIXIE	23863	BLUE RIDGE PL	92557-2925	REYES CARLOS	23622 AIROSA PL	MORENO V	92557	255.29	25.53	50.55	331.36
96979745005	260103019	684277	BEVERLY, BRENDA (RENT)	23879	BLUE RIDGE PL	92557-2925	VINTAGE WORLD PROP	10161 BOLSA AVE NO 204C	WESTMINS	92683	255.40	25.54	50.57	331.50
31540505003	260101003	684277	OAILOA, MARIE (RENT)	23932	BLUE RIDGE PL	92557-2927	ZHANG HONGGI	1201 PUNTA WAY	MONTERE	91754	164.44	16.44	32.56	213.44
97031715000	260101004	684277	PFEIFFER, JASON	23940	BLUE RIDGE PL	92557-2927	NORIEGA ROSA	297 CALDERA ST	PERRIS CA	92570	63.96	6.40	12.66	83.02
91285615009	260101006	684277	MERRILL, GERALD	23956	BLUE RIDGE PL	92557-2941	MERRILL GERALD D	23956 BLUE RIDGE PL	MORENO V	92557	228.96	22.896	45.33	297.18
88611965007	260101013	684277	WEST, CYNTHIA	24020	BLUE RIDGE PL	92557-2943	WHITE CHARLES	5596 GALASSO AVE	FONTANA	92336	255.40	25.54	50.57	331.50
91013065000	479482031	684277	GEIGER, GEORGE	13582	BLUE SPRUCE CT	92553-6502	GEIGER GEORGE A	13582 BLUE SPRUCE CT	MORENO V	92553	255.29	25.53	50.55	331.36
56605945002	479482038	684277	RAMIREZ, YOLANDA	13611	BLUE SPRUCE CT	92553-4377	RAMIREZ YOLANDA	13611 BLUE SPRUCE CT	MORENO V	92553	130.30	13.03	25.80	169.12
93881075006	479482028	684277	RODRIGUEZ, ROBERTO (RENT)	13612	BLUE SPRUCE CT	92553-4378	PASQUARIELLO MARIO	1624 S PALM AVE	ALHAMBR	91803	255.40	25.54	50.57	331.50
94964435004	479482040	684277	RAMIREZ, MARIBEL (RENT)	13631	BLUE SPRUCE CT	92553-4377	SANDOVAL ALBERTO M	530 HIGHLANDER AVE	LA HABRA	90651	205.40	20.54	40.67	266.60
31076755005	479475016	684277	ROSS, BETTINA (RENT)	13641	BLUE SPRUCE CT	92553-4377	TOM RONALD J	2201 HARRIMAN LN	REDONDO	90278	155.40	15.54	30.77	201.70
31416755003	479475015	684277	RODRIGUEZ, MARTHA	13651	BLUE SPRUCE CT	92553-4377	VETRONE VICTOR VERNON	13651 BLUE SPRUCE CT	MORENO V	92553	259.11	25.911	51.30	336.32
91112773001	479475014	684277	WILLIAMS, SONYA (RENT)	13661	BLUE SPRUCE CT	92553-4377	KYAW THEIN	441 W FOOTHILL BLV	ARCADIA (	91006	255.40	25.54	50.57	331.50
57795685004	479475012	684277	MONTENCAHUAY, ANA	13681	BLUE SPRUCE CT	92553-4377	CALVILLO GABRIEL NIEVES	13681 BLUE SPRUCE CT	MORENO V	92553	255.40	25.54	50.57	331.50
31469855001	479475011	684277	VILLAREAL, EVA (RENT)	13691	BLUE SPRUCE CT	92553-4377	SFR INV SOCAL A	13691 BLUE SPRUCE CT	MORENO V	92553	60.14	6.014	11.91	78.06
95833025006	482382003	684277	CERVANTES, MARIA (OWNER)	14835	BLUEBERRY RD	92553-3601	CERVANTES SAUL	14835 BLUEBERRY RD	MORENO V	92553	137.83	13.78	27.29	178.90
60385315007	482381008	684277	MORENO, JUDITH	14836	BLUEBERRY RD	92553-5100	MORENO JUDITH	14836 BLUEBERRY RD	MORENO V	92553	332.16	33.216	65.77	431.14
97688165002	482382002	684277	BASSO, SUZANNA (RENT)	14851	BLUEBERRY RD	92553-3601	CERVANTES SAUL C	24621 SKY ROCK DR	MORENO V	92557	200.74	20.07	39.75	260.56
31086795006	482351003	684277	GARCIA, PABLO (OWNR)	14897	BLUEBERRY RD	92553-3601	GARCIA PABLO	14897 BLUEBERRY RD	MORENO V	92553	30.04	3.00	5.95	38.98
94337465006	482351005	684277	DOMKE, REBECCA	14921	BLUEBERRY RD	92553-3602	DOMKE REBECCA	14921 BLUEBERRY RD	MORENO V	92553	409.51	40.95	81.08	531.54
67753455009	482351008	684277	SIMS, DONNA L AND FORREST F	14959	BLUEBERRY RD	92553-3602	SIMS DONNA L	14959 BLUEBERRY RD	MORENO V	92553	255.29	25.53	50.55	331.36
31585935008	482252001	684277	CERVANTES, REINA (RENT)	14760	BLUEBRIAR ST	92553-3993	CERNIE SALLY Z	5342 WALTER ST	RIVERSIDE	92504	128.12	12.81	25.37	166.28
62733195001	482253003	684277	SHELTON, NEVA	14813	BLUEBRIAR ST	92553-3903	SHELTON NEVA LOUISE	14813 BLUEBRIAR ST	MORENO V	92553	255.29	25.53	50.55	331.36
31171045004	482252011	684277	NUNEZ, VIRGINIA (OWNR)	14840	BLUEBRIAR ST	92553-3902	NUNEZ VIRGINIA	14840 BLUEBRIAR ST	MORENO V	92553	174.17	17.42	34.49	226.06
82125225000	487411028	684277	DIAZ, CARLOS (RENT)	14880	BLUEBRIAR ST	92553-3988	CONTRERAS WALTER A RAMIREZ	26194 FERNDALE CT	MORENO V	92555	255.40	25.54	50.57	331.50
71310245007	482265006	684277	KNOWLES, RICHARD T	14910	BLUEBRIAR ST	92553-3904	KNOWLES DOUGLAS A	22446 GILMORE ST	WEST HILL	91307	255.29	25.53	50.55	331.36
69249375003	482264015	684277	GARCIA, HECTOR MARIN	14933	BLUEBRIAR ST	92553-3954	GARCIA HECTOR MARIN	14933 BLUEBRIAR ST	MORENO V	92553	255.29	25.53	50.55	331.36
31476035009	482264012	684277	RAMOS, MONICA (RENT)	14963	BLUEBRIAR ST	92553-3954	MONTANO JOSE LUIS	14963 BLUEBRIAR ST	MORENO V	92553	309.76	30.98	61.33	402.06
31397795007	486235022	684277	CAUDILLO, EDWARD (RENT)	15755	BLUECHIP CIR	92551-4663	SALAZAR SERGIO	16074 BAINBRIDGE WAY	CHINO HIL	91709	41.60	4.16	8.24	53.98
97539583009	486235024	684277	JACKSON, ODESSA	15759	BLUECHIP CIR	92551-4663	JACKSON ODESSA	15759 BLUECHIP CIR	MORENO V	92551	32.64	3.264	6.46	42.36
58685745004	486235015	684277	JIMENEZ, RICHARDO	15760	BLUECHIP CIR	92551-4664	JIMENEZ RICARDO	15760 BLUECHIP CIR	MORENO V	92551	255.29	25.53	50.55	331.36
93870163000	486235025	684277	HAWKINS, LEROY (RENT)	15761	BLUECHIP CIR	92551-4663	COLFIN AL CA 4	24682 DEL PRADO NO 200	DANA POIN	92629	140.86	14.09	27.89	182.82
31321775001	482384019	684277	MARLAK, NAOMI	24302	BLUEGRASS CT	92553-3605	PEREZ NAOMI E	24302 BLUEGRASS CT	MORENO V	92553	255.18	25.518	50.53	331.22
95400535007	482384018	684277	PIMENTEL , JOSE (RENT)	24314	BLUEGRASS CT	92553-3605	CARRILLO JOSE	24314 BLUEGRASS CT	MORENO V	92553	255.11	25.51	50.51	331.12
96352675009	482384017	684277	ORTEGA, MONICA	24326	BLUEGRASS CT	92553-3605	PRESBURY CRYSTAL	24326 BLUEGRASS CT	MORENO V	92553	255.40	25.54	50.57	331.50
58948545008	482384014	684277	VARELA, ISMAEL (OWNR)	24364	BLUEGRASS CT	92553-3605	VARELA ISMAEL	24364 BLUEGRASS CT	MORENO V	92553	255.40	25.54	50.57	331.50
96524345003	479564017	684277	CERVANTES, DEBRA	25944	BLUELEAF ST	92553-6851	CERVANTES VICTOR A	25944 BLUELEAF ST	MORENO V	92555	259.97	26.00	51.47	337.44
31582905001	479564020	684277	PARKER, LAVENA (RENT)	25980	BLUELEAF ST	92553-6880	ORDONEZ FRANCISCO	25980 BLUELEAF ST	MORENO V	92553	148.92	14.892	29.49	193.28
31362035001	479564023	684277	MARTINEZ, JANET (OWNR)	25981	BLUELEAF ST	92553-6880	SEDANO ARMANDO GARCIA	15341 PERRILLA AVE	PARAMOU	90723	51.39	5.14	10.18	66.70
58580725001	475100056	684277	REINA, DORA (OWNR)	11312	BLUEWOOD PL	92557-5532	REYNA JAIME	11312 BLUEWOOD PL	MORENO V	92557	197.90	19.79	39.18	256.86
31312025008	479401020	684277	GONZALEZ, JOSE	12502	BLUNTLEAF CT	92553-4757	GONZALEZ JOSE	12502 BLUNTLEAF CT	MORENO V	92553	255.29	25.53	50.55	331.36

31317935006	479401023	684277	COASTLINE PROPTERY MANAGEM	12545	BLUNTLEAF CT	92553-4757	PEREZ MARIA	12545 BLUNTLEAF CT	MORENO V	92553	255.29	25.53	50.55	331.36
89247463004	479401024	684277	CRUZ, FRANCISO (OWNR)	12561	BLUNTLEAF CT	92553-4757	CRUZ FRANCISCO J	12561 BLUNTLEAF CT	MORENO V	92553	155.40	15.54	30.77	201.70
68526035007	479401014	684277	LOMELI, MARIA (OWNR)	12590	BLUNTLEAF CT	92553-4757	LOPEZ MARIA T	12590 BLUNTLEAF CT	MORENO V	92553	255.40	25.54	50.57	331.50
61207825005	479401029	684277	STREETS, RODNEY (OWNER)	12635	BLUNTLEAF CT	92553-4751	STREETS RODNEY	12635 BLUNTLEAF CT	MORENO V	92553	332.64	33.26	65.86	431.76
98165615016	479401033	684277	WILLIAMS, LEONARD	12695	BLUNTLEAF CT	92553-4751	WILLIAMS LEONARD LEON	12695 BLUNTLEAF CT	MORENO V	92553	255.29	25.53	50.55	331.36
55078835006	259401004	684277	BURGESS, ROLAND K (OWNR)	22897	BLUSHING BRANCH CT	92557-1846	FEDERAL NATL MORTGAGE ASSN	14523 SW MILLIKAN WAY 200	BEAVERTO	97005	289.81	28.98	57.38	376.16
88612935002	264121047	684277	LETE, MELISSA (OWNR)	11451	BOBOLINK LN	92557-5441	LEPE MIGUEL	11451 BOBOLINK LN	MORENO V	92557	166.37	16.64	32.94	215.94
31455285000	264121041	684277	MENJIVAR, RICK	11527	BOBOLINK LN	92557-5423	MENJIVAR RICARDO N	11527 BOBOLINK LN	MORENO V	92557	326.45	32.65	64.64	423.72
31067145003	264121037	684277	BALL, MICHELE	11587	BOBOLINK LN	92557-5423	BALL JASON A	11587 BOBOLINK LN	MORENO V	92557	255.29	25.53	50.55	331.36
31630625007	264122013	684277	RABB, K C	11592	BOBOLINK LN	92557-5422	RABB KAREN C	11592 BOBOLINK LN	MORENO V	92557	28.96	2.896	5.73	37.58
98251375014	264362021	684277	WHITLEY, JAMES (RENT)	11662	BOBOLINK LN	92557-5415	LEE STELLA	11662 BOBOLINK LN	MORENO V	92557	204.43	20.44	40.48	265.34
86364213003	264361005	684277	PICKARD, CHARISSE (RENT)	11683	BOBOLINK LN	92557-5427	PICKARD ROSALITA M	11683 BOBOLINK LN	MORENO V	92557	50.40	5.04	9.98	65.40
31647815001	487380010	684277	HERNANDEZ, TONY	26359	BODEGA CT	92555-2460	ESCOBAR BALMORE	12601 WILLOW TREE AVE	MORENO V	92553	412.36	41.24	81.65	535.24
93782815001	487380022	684277	CATO, KEVIN & SHERRY	26430	BODEGA CT	92555-2461	FRANKLIN CHARLES W	26430 BODEGA CT	MORENO V	92555	326.22	32.622	64.59	423.42
95709235004	291213015	684277	MAY, DIANA	13668	BOEING ST	92553-8426	LOYA RICHARD A	13668 BOEING ST	MORENO V	92553	255.29	25.53	50.55	331.36
31144675008	291213017	684277	ARDA, VALERIANO	13700	BOEING ST	92553-8423	GARVIDA JESUSA	1816 TALBOTT RD S	RENTON V	98055	155.29	15.53	30.75	201.56
91187125000	291262015	684277	TRIPP, EVELYN	13806	BOEING ST	92553-8517	TRIPP EVELYN	13806 BOEING ST	MORENO V	92553	255.29	25.53	50.55	331.36
97667805002	291261006	684277	LOPEZ, MARIA	13821	BOEING ST	92553-8518	MARTINDALE MICHAEL	13821 BOEING ST	MORENO V	92553	255.29	25.53	50.55	331.36
31106075003	486413024	684277	QUINN, DONALD	26130	BOGOSO LN	92555-2971	QUINN DONALD L	26130 BOGOSO LN	MORENO V	92555	332.64	33.26	65.86	431.76
31213725001	486413021	684277	HEWETT, RASHELL	26131	BOGOSO LN	92555-2971	ABBASFARD MICHAEL ESTATE OF	P O BOX 2739	ALEXANDR	22301	255.40	25.54	50.57	331.50
65257025004	486413028	684277	LU, LINGJU (OWNR)	26180	BOGOSO LN	92555-2971	LU LINGJU	26180 BOGOSO LN	MORENO V	92555	128.14	12.81	25.37	166.32
31266195000	486413015	684277	HAWKINS, ALICIA (RENT)	26191	BOGOSO LN	92555-2971	NUNEZ GERARDO	12202 CANDY LN	GARDEN G	92840	465.12	46.51	92.09	603.72
95521935006	486422030	684277	MEJIA, DENNIS	26240	BOGOSO LN	92555-2972	MEJIA ARNOLD E	26240 BOGOSO LN	MORENO V	92555	255.40	25.54	50.57	331.50
88021195001	308281005	684277	HARRELL, DEBORAH	26505	BONITA HEIGHTS DR	92555-4225	HARRELL NAKITA L	26505 BONITA HEIGHTS DR	MORENO V	92555	255.40	25.54	50.57	331.50
50454565000	308283022	684277	VERNON, NICOLE	26530	BONITA HEIGHTS DR	92555-4224	VERNON NICHOLE H	26530 BONITA HEIGHTS DR	MORENO V	92555	255.29	25.53	50.55	331.36
31280425003	308283021	684277	CARREON, RICK	26540	BONITA HEIGHTS DR	92555-4224	CARREON RICK G	26540 BONITA HEIGHTS DR	MORENO V	92555	255.29	25.53	50.55	331.36
92053155006	308281010	684277	DELGADO, KATHY (OWNR)	26555	BONITA HEIGHTS DR	92555-4225	MARTINGALE INV	319 MAIN ST	EL SEGUND	90245	255.40	25.54	50.57	331.50
68016795009	308281030	684277	GARRIDO, LESLY (RENT)	26595	BONITA HEIGHTS DR	92555-4249	PRIEGO MARIO	26595 BONITA HEIGHTS DR	MORENO V	92555	191.77	19.18	37.97	248.90
58118345000	308283013	684277	JONES, DWIGHT E	26620	BONITA HEIGHTS DR	92552-	JONES DWIGHT E	26620 BONITA HEIGHTS DR	MORENO V	92555	127.77	12.78	25.30	165.84
54897645000	308283012	684277	CAPPUCCILLI, ALBA (RENT)	26630	BONITA HEIGHTS DR	92555-4226	CAREY WAYNE S	4926 CACTUS CT	ALTA LOM	91737	230.87	23.087	45.71	299.66
31299925008	308281022	684277	SAMPSON, JUDITH AND GEORGE	26695	BONITA HEIGHTS DR	92555-4245	SAMPSON GEORGE H	26695 BONITA HEIGHTS DR	MORENO V	92555	255.18	25.518	50.53	331.22
91515333008	308281025	684277	PEREZ, BLANCA (RENT)	26725	BONITA HEIGHTS DR	92555-4236	PEREZ RICARDO	26725 BONITA HEIGHTS DR	MORENO V	92555	83.48	8.348	16.53	108.34
63993105009	308281026	684277	PACE, NYGELLE (RENT)	26735	BONITA HEIGHTS DR	92555-4236	MCCAMBRIDGE JOHN P	26735 BONITA HEIGHTS DR	MORENO V	92555	88.40	8.84	17.50	114.74
67258605008	304190054	684277	DENNIS, CHRISTOPHER (OWNR)	15860	BONITA VERDE CT	92555-5904	DENNIS CHRISTOPHER STEVEN	15860 BONITA VERDE CT	MORENO V	92555	180.40	18.04	35.72	234.14
31521115005	304220067	684277	RAINE, JEFF	15880	BONITA VERDE CT	92555-5905	ESTRADA DANIEL R	15527 HORSESHOE ST	MORENO V	92555	267.81	26.78	53.03	347.60
91983955007	304220065	684277	FORD, TERI	15900	BONITA VERDE CT	92555-5908	FORD JAMES LEE	15900 BONITA VERDE CT	MORENO V	92555	255.29	25.53	50.55	331.36
67157425000	304220058	684277	SIMMONS, LINITA AND BARIN	15909	BONITA VERDE CT	92555-5908	BUTLER BARIN DARCIA	15909 BONITA VERDE CT	MORENO V	92555	255.40	25.54	50.57	331.50
91840005009	304220063	684277	BROWN, TERRANCE	15920	BONITA VERDE CT	92555-5908	NUNO RICARDO	15920 BONITA VERDE CT	MORENO V	92555	255.29	25.53	50.55	331.36
93135243002	473340004	684277	SADLER, DOUG AND DEANNA	11197	BONNIE VIEW AVE	92555-5254	SADLER DOUGLAS L	11197 BONNIE VIEW AVE	MORENO V	92555	332.40	33.24	65.82	431.44
31106185000	473340012	684277	MEDRANO, EMILIO A (RENT)	11248	BONNIE VIEW AVE	92555-5201	MEDRANO AMELIA S	1467 N AVALON BLVD	WILMINGT	90744	128.03	12.80	25.35	166.18
97555585005	487294024	684277	NGUYEN, VINH	12894	BORDEAUX CT	92555-2343	NGUYEN VINH	12894 BORDEAUX CT	MORENO V	92555	183.21	18.32	36.28	237.80
96511135004	482283029	684277	MARTINEZ, FERNANDO AND VIOL	24290	BOSTWICK DR	92553-3513	MARTINEZ FERNANDO C	24290 BOSTWICK DR	MORENO V	92553	91.77	9.18	18.17	119.10
91232283000	482283026	684277	ROJAS, ABRAHAM	24328	BOSTWICK DR	92553-3504	MACIAS JOSE L	24328 BOSTWICK DR	MORENO V	92553	255.18	25.518	50.53	331.22
31386845000	482284016	684277	LUNA, ARTHUR	24355	BOSTWICK DR	92553-3522	LUNA ARTHUR MANUEL	24355 BOSTWICK DR	MORENO V	92553	255.18	25.518	50.53	331.22
31463975009	482283020	684277	GALINDO, CATALINA	24420	BOSTWICK DR	92553-3527	GALINDO JESUS	24420 BOSTWICK DR	MORENO V	92553	63.96	6.40	12.66	83.02
64909675004	482284012	684277	PLASOLA, JESUS	24421	BOSTWICK DR	92553-3503	PLAZOLA JESUS	24421 BOSTWICK DR	MORENO V	92553	255.29	25.53	50.55	331.36
67375375008	482284010	684277	JONES, LATASHA (RENT)	24445	BOSTWICK DR	92553-3503	WEBB GEORGE	401 COLUMBUS CIR	CORONA D	92625	295.08	29.51	58.43	383.00
31250265009	482284001	684277	VALDEZ, GABRIELA	24499	BOSTWICK DR	92553-3503	BASTIDAS LIZ GABRIELA V	24499 BOSTWICK DR	MORENO V	92553	28.14	2.81	5.57	36.52
31410555008	260212010	684277	MIMS, DENNIS L SR (OWNR)	23699	BOUQUET CANYON PL	92557-2949	MIMS DENNIS L	23699 BOUQUET CANYON PL	MORENO V	92557	246.84	24.68	48.87	320.38
59038625000	260212016	684277	WASHINGTON, VERONICA D	23710	BOUQUET CANYON PL	92557-2970	WASHINGTON CHARLES EARL	23710 BOUQUET CANYON PL	MORENO V	92557	255.29	25.53	50.55	331.36
31545265002	260212006	684277	VANNOY, DWAYNE (OWNR)	23723	BOUQUET CANYON PL	92557-2969	VANNOY DWAYNE D	23723 BOUQUET CANYON PL	MORENO V	92557	255.40	25.54	50.57	331.50
81257965006	260212022	684277	PAGE, CYNTHIA (RENT)	23758	BOUQUET CANYON PL	92557-2950	WQ INV CORP	221 N WHEELER	ORANGE C	92869	255.40	25.54	50.57	331.50
31281985003	260211045	684277	KENNEYBREW, KIMBERLY	23771	BOUQUET CANYON PL	92557-2952	KENNEYBREW KIMBERLY M	23771 BOUQUET CANYON PL	MORENO V	92557	101.40	10.14	20.08	131.6
75988725005	260212024	684277	MENDEZ, CESAR (RENT)	23774	BOUQUET CANYON PL	92557-2950	SAUCEDO ALEXANDER PIARCE	23774 BOUQUET CANYON PL	MORENO V	92557	55.40	5.54	10.97	71.9
94668925008	260211043	684277	MILLER, SHEILA	23785	BOUQUET CANYON PL	92557-2952	MILLER ROBERT A	23785 BOUQUET CANYON PL	MORENO V	92557	332.64	33.26	65.86	431.76
49897825000	260211042	684277	WILSON, ROSE	23791	BOUQUET CANYON PL	92557-2952	WILSON ROSE R	23791 BOUQUET CANYON PL	MORENO V	92557	255.29	25.53	50.55	331.36
31598835002	260211025	684277	FLORES, JESUS	23862	BOUQUET CANYON PL	92557-2956	FLORES JESUS	23862 BOUQUET CANYON PL	MORENO V	92557	61.29	6.13	12.14	79.54
96295225005	260211031	684277	MARTINEZ, JOSE	23865	BOUQUET CANYON PL	92557-2956	MARTINEZ MARIA ELENA	23865 BOUQUET CANYON PL	MORENO V	92557	255.29	25.53	50.55	331.36
31414155004	260211026	684277	MACIAS, ELIZABETH	23870	BOUQUET CANYON PL	92557-2956	MACIAS ELIZABETH	23870 BOUQUET CANYON PL	MORENO V	92557	255.29	25.53	50.55	331.36
50348165008	482393001	684277	CENICEROS, FRANK (OWNER)	24854	BOWER ST	92553-5317	CENICEROS FRANK E	24854 BOWER ST	MORENO V	92553	409.51	40.95	81.08	531.54
90314435006	482394001	684277	DUARTE, CAMERINA	24855	BOWER ST	92553-3830	DUARTE CAMERINA	24855 BOWER ST	MORENO V	92553	255.29	25.53	50.55	331.36
97465325002	482393004	684277	RAMIREZ, LEONARD	24900	BOWER ST	92553-5318	GUADARRAMA GLORIA	24900 BOWER ST	MORENO V	92553	255.29	25.53	50.55	331.36
94262055002	482393005	684277	HARO, HERICA AND NICHOLAS	24910	BOWER ST	92553-5318	RIVERVIEW LTD ENTERPRISE	5036 E SYCAMORE	ORANGE C	92869	325.22	32.52	64.39	422.12
50348545009	482394005	684277	TORRES, MANUEL (OWNR)	24913	BOWER ST	92553-3805	DEORELLANA MARGARITA ARREGUIN	24913 BOWER ST	MORENO V	92553	255.40	25.54	50.57	331.50
88741873001	482394007	684277	CHAVEZ, NALLELY (OWNR)	24941	BOWER ST	92553-3805	CHAVEZ NALLELY	24941 BOWER ST	MORENO V	92553	255.40	25.54	50.57	331.50

95785375004	487410018	684277	GARCIA, ALEJANDRO	13416	BRAD ST	92555-2805	GARCIA ALEJANDRO	13416 BRAD ST	MORENO V	92555	255.29	25.53	50.55	331.36
31656825000	482395014	684277	MORAN, JOSE	24908	BRANCH ST	92553-5319	MORAN JOSE	24908 BRANCH ST	MORENO V	92553	284.20	28.42	56.27	368.88
31408695003	479261020	684277	MARTINEZ, JONATHAN (RENT)	25163	BRANDING IRON WAY	92553-4104	RIVAS NICOLAS	19510 VAN BUREN NO F3	RIVERSIDE	92508	255.40	25.54	50.57	331.50
95820143008	479261017	684277	MORAN, ENEYDA	25207	BRANDING IRON WAY	92553-2316	MORAN ENEYDA M	25207 BRANDING IRON WAY	MORENO V	92553	255.40	25.54	50.57	331.50
92268945005	479261014	684277	PRICE, TRACEY (RENT)	25248	BRANDING IRON WAY	92553-2316	LOPEZ RAYMUNDO	25248 BRANDING IRON WAY	MORENO V	92553	332.40	33.24	65.82	431.44
92487585006	482442007	684277	PENA, MARIA (OWNR)	14088	BRANDT DR	92553-6701	PENA MARIA ISABEL	14088 BRANDT DR	MORENO V	92553	255.40	25.54	50.57	331.50
97672233002	482443007	684277	VILLASENOR, EDUARDO (RENT)	14157	BRANDT DR	92553-6705	ZHANG WEI SI	1812 2ND ST	DUARTE C	91010	464.38	46.44	91.95	602.76
83790125001	482442014	684277	SOTO, MARIA	14184	BRANDT DR	92553-6706	SOTO JIMMY CHAVEZ	14184 BRANDT DR	MORENO V	92553	332.40	33.24	65.82	431.44
31655365008	482443009	684277	BLACK, YURINE	14185	BRANDT DR	92553-6705	WHITE JOE HOLLIS	10311 STAR SHINE DR	MORENO V	92557	187.92	18.792	37.21	243.92
83543375001	482442015	684277	PALMAS, CYNTHIA (RENT)	14198	BRANDT DR	92553-6706	PADILLA OSCAR	14198 BRANDT DR	MORENO V	92553	268.06	26.81	53.08	347.94
87153023009	482442016	684277	ZURITA, SUSAN (RENT)	14212	BRANDT DR	92553-6745	HAWKINS TIMOTHY	14212 BRANDT DR	MORENO V	92553	326.27	32.63	64.60	423.48
96418035003	486416004	684277	STEWART, CAROLYN (OWNR)	15430	BRASA LN	92555-2922	STEWART CAROLYN	15430 BRASA LN	MORENO V	92555	255.18	25.518	50.53	331.22
59809095005	486431001	684277	GUTIERREZ, MARIA	15485	BRASA LN	92555-2923	GUTIERREZ MARIA V	15485 BRASA LN	MORENO V	92555	255.29	25.53	50.55	331.36
31078595005	316061012	684277	GARCIA, JOEL (RENT)	16221	BREEZEWOOD CT	92551-7231	LEE LINDA	810 S MINNIE ST NO 14	SANTA AN	92701	142.94	14.294	28.30	185.52
31543075005	316081004	684277	VASQUEZ, LEOCADIO & CELYA	16282	BREEZEWOOD CT	92551-7230	LOPEZ LEOCADIO VASQUEZ	16282 BREEZEWOOD ST	MORENO V	92551	30.86	3.09	6.11	40.04
89109133006	316081008	684277	TLYER, PATRICE	16328	BREEZEWOOD CT	92551-7232	BENOIT OSWALD L	16328 BREEZEWOOD ST	MORENO V	92551	255.40	25.54	50.57	331.50
92778895003	316082020	684277	RODRIGUEZ, KIMMY (OWNR)	16293	BREEZEWOOD ST	92551-7231	RODRIGUEZ PHILLIP A	16293 BREEZEWOOD ST	MORENO V	92551	55.96	5.60	11.08	72.62
31079605001	316081007	684277	RUDOLPH, ANTHONY (RENT)	16316	BREEZEWOOD ST	92551-7232	ANAYA ARTURO	16316 BREEZEWOOD ST	MORENO V	92551	255.40	25.54	50.57	331.50
31446365002	316081009	684277	RODRIGUEZ, NOE	16340	BREEZEWOOD ST	92551-7232	RODRIGUEZ NOE	16340 BREEZEWOOD ST	MORENO V	92551	155.18	15.518	30.73	201.42
96104625005	260163015	684277	WILSON, LILLIE (RENT)	23584	BREEZY MEADOW CT	92557-3927	PIERCE VIRLEY	23584 BREEZY MEADOW CT	MORENO V	92557	132.40	13.24	26.22	171.84
96223535002	260151014	684277	MARQUEZ, SARAH (RENT)	23699	BREEZY MEADOW CT	92557-3909	SCHUMM SCOTT A	10129 ESCORIAL CT	MORENO V	92557	176.87	17.687	35.02	229.56
31336515004	260181016	684277	WARE, SHANEQUA (RENT)	10669	BREEZY MEADOW DR	92557-3815	HERNANDEZ ABEL	10669 BREEZY MEADOW DR	MORENO V	92557	271.53	27.15	53.76	352.44
88977515007	260182017	684277	WEBSTER, DERRICK	10700	BREEZY MEADOW DR	92557-3820	WEBSTER DERRICK	10700 BREEZY MEADOW DR	MORENO V	92557	255.29	25.53	50.55	331.36
31331425004	260181021	684277	IWEKA, FRIDA (OWNR)	10709	BREEZY MEADOW DR	92557-3816	IWEKA FRIDA N	10709 BREEZY MEADOW DR	MORENO V	92557	191.77	19.18	37.97	248.90
31143905002	260181022	684277	TRAN, JENNIFER	10717	BREEZY MEADOW DR	92557-3816	TRAN JENNIFER T	10717 BREEZY MEADOW DR	MORENO V	92557	183.21	18.32	36.28	237.80
93288275002	260161018	684277	RAMIREZ, VICTOR	10845	BREEZY MEADOW DR	92557-3985	RAMIREZ VICTOR	10845 BREEZY MEADOW DR	MORENO V	92557	63.29	6.33	12.53	82.14
90629743002	260161017	684277	SAULET, AZIZI (OWNR)	10857	BREEZY MEADOW DR	92557-3985	MENENDEZ JOSE J	10857 BREEZY MEADOW DR	MORENO V	92557	255.40	25.54	50.57	331.50
87029755007	260163005	684277	RODRIGUEZ, HECTOR ANTHONY	10878	BREEZY MEADOW DR	92557-3986	RODRIGUEZ HECTOR ANTONY	10878 BREEZY MEADOW DR	MORENO V	92557	310.83	31.08	61.54	403.44
75324525005	260163007	684277	OWENS, MALCOLM	10902	BREEZY MEADOW DR	92557-3929	THR CALIF	410 N MAIN ST	CORONA C	92880	104.59	10.46	20.71	135.74
93487973003	260161011	684277	SINGH, ALLEN	10929	BREEZY MEADOW DR	92557-3930	SINGH ALLEN R	10929 BREEZY MEADOW DR	MORENO V	92557	255.29	25.53	50.55	331.36
60632505002	264163004	684277	GARCIA, REINA (RENT)	23313	BREEZY WAY	92557-6126	GONZALEZ HECTOR	13105 LARKHAVEN DR	MORENO V	92553	128.14	12.81	25.37	166.32
31451745003	264162025	684277	CHISHOLM, KEITH (OWNR)	23324	BREEZY WAY	92557-6125	CHISHOLM KEITH	27737 VIA DE LA REAL	MORENO V	92555	255.40	25.54	50.57	331.50
70566915004	264162024	684277	YUMO, MARGIE	23340	BREEZY WAY	92557-6125	PALOMAREZ ROBERT	24766 THORNBERRY CIR	MORENO V	92557	191.33	19.13	37.88	248.34
31506275002	264163008	684277	OWENS, AMESHA MONIQUE (REN	23345	BREEZY WAY	92557-6126	WADE BRITTANY S	23345 BREEZY WAY	MORENO V	92557	227.03	22.70	44.95	294.68
31376015005	482253023	684277	OWENS, SHANTE (RENT)	14836	BRENTSTONE ST	92553-3906	MARTINEZ MARIA L	14836 BRENTSTONE ST	MORENO V	92553	255.40	25.54	50.57	331.50
31346155008	291511016	684277	CORONEL, ANTHONY	13066	BRENTWOOD LN	92553-7886	VILLANUEVA JOSEFINA	13066 BRENTWOOD LN	MORENO V	92553	332.16	33.216	65.77	431.14
87520075008	291522007	684277	DIRKE, DIANA (RENT)	13105	BRENTWOOD LN	92553-7890	LIU WU HUI	3948 PECK RD	EL MONTE	91732	185.92	18.592	36.81	241.32
92278505006	291521003	684277	CORTEZ, IGNACIO (RENT)	13114	BRENTWOOD LN	92553-7889	CORTEZ CRISTINA	13114 BRENTWOOD LN	MORENO V	92553	255.40	25.54	50.57	331.50
93792575000	291521008	684277	RUIZ, JOSE (RENT)	13174	BRENTWOOD LN	92553-7891	FLORES EDUARDO	13174 BRENTWOOD LN	MORENO V	92553	191.77	19.18	37.97	248.90
52979675001	291521009	684277	BURROLOA, RAYMOND (OWNR)	13186	BRENTWOOD LN	92553-7891	BURROLA RAYMOND	13186 BRENTWOOD LN	MORENO V	92553	117.94	11.79	23.35	153.08
93422345003	291521010	684277	KHUC, TAN (OWNR)	13198	BRENTWOOD LN	92553-7891	KHUC TAN	13198 BRENTWOOD LN	MORENO V	92553	183.90	18.39	36.41	238.70
67092155005	487042009	684277	FISHER, RENA	12282	BREWSTER DR	92555-1818	FISHER MARTELL T	12282 BREWSTER DR	MORENO V	92555	332.64	33.26	65.86	431.76
75324915003	487043002	684277	THOMAS, WILLAM (RENT)	12339	BREWSTER DR	92555-1820	RAMISCAL ADRIANO ALLEN	902 MIKE ASHTON RD	HEDGESVII	25427	63.96	6.40	12.66	83.02
91613783006	487042016	684277	MACK, ODESSA	12348	BREWSTER DR	92555-1821	MACK ODESSA ESTATE OF	12348 BREWSTER DR	MORENO V	92555	255.40	25.54	50.57	331.50
31373015002	487052005	684277	LOVE, TERI (RENT)	12404	BREWSTER DR	92555-1822	SADIK MIKE	12404 BREWSTER DR	MORENO V	92555	255.40	25.54	50.57	331.50
87358205006	482662044	684277	NORWOOD, ANNIE (RENT)	14769	BRIANA ST	92553-7695	DELTORO JAVIER	241 E FRANKLIN AVE	POMONA C	91766	236.68	23.67	46.86	307.20
31396745000	482661003	684277	BLACHE, CONSTANCE	14778	BRIANA ST	92553-7694	ROBERTS CONSTANCE	14778 BRIANA ST	MORENO V	92553	255.29	25.53	50.55	331.36
1.0112E+11	482662040	684277	GROSS, CARLA	14803	BRIANA ST	92553-7616	SCHWAB JOHNNY WILLIAM	PO BOX 72	SKYFOREST	92385	255.29	25.53	50.55	331.36
31180805005	482661005	684277	GOMSI, NOELLE (RENT)	14804	BRIANA ST	92553-7614	MORENO ARMANDO	9255 ELM VISTA DR	DOWNEY	90242	255.40	25.54	50.57	331.50
97306895008	482661008	684277	YRIGOYEN, DENISE	14822	BRIANA ST	92553-7614	YRIGOYEN LEROY R	14822 BRIANA ST	MORENO V	92553	332.40	33.24	65.82	431.44
72074515001	482663014	684277	IBARRA, MANUEL AND CLAUDIA (F	14867	BRIANA ST	92553-7633	BLANCO IRMA A	16125 TULLOCK ST	FONTANA	92335	135.40	13.54	26.81	175.74
93862135004	482661014	684277	PORTIS, WALTER	14876	BRIANA ST	92553-7696	PORTIS WALTER LEE	14876 BRIANA ST	MORENO V	92553	91.66	9.17	18.15	118.96
57750655005	482663013	684277	CRUZ, MARTHA	14879	BRIANA ST	92553-7633	CRUZ FLORENTINO	14879 BRIANA ST	MORENO V	92553	105.18	10.518	20.83	136.52
57878255008	482663012	684277	KNIGHT, IDELLA	14887	BRIANA ST	92553-7633	KNIGHT IDELLA	14887 BRIANA ST	MORENO V	92553	255.29	25.53	50.55	331.36
31598955006	482674019	684277	FIGUEROA, JOLLY (RENT)	14925	BRIANA ST	92553-7632	MORRIS BRUCE	15740 LASSELLE ST APT O	MORENO V	92551	255.40	25.54	50.57	331.50
64380925006	482674016	684277	CASTRO, CARLOS	14967	BRIANA ST	92553-7632	CASTRO CARLOS PEREZ	14967 BRIANA ST	MORENO V	92553	255.40	25.54	50.57	331.50
52288715009	264133037	684277	PACHECO, MARIA ISABEL	11769	BRIAR KNOLL PL	92557-6239	PACHECO MARIA ISABEL	11769 BRIAR KNOLL PL	MORENO V	92557	255.29	25.53	50.55	331.36
55869035006	264133035	684277	MC WHORTER, GREG	11785	BRIAR KNOLL PL	92557-6239	MCWHORTER GREGORY R	P O BOX 641	MORENO V	92556	255.29	25.53	50.55	331.36
51422055003	264133032	684277	STEPHENS, WILBUR (RENT)	11809	BRIAR KNOLL PL	92557-6230	REIS SEAN	29 MOUNTAIN LAUREL	TRABUCO	92679	159.35	15.94	31.55	206.82
97913875005	264131002	684277	WESTON, YOLANDA (RENT)	11814	BRIAR KNOLL PL	92557-6229	REIS SEAN P	29 MOUNTAIN LAUREL	TRABUCO	92679	48.64	4.864	9.63	63.12
55072935008	264133028	684277	ROBERTS, ALLYSON (RENT)	11841	BRIAR KNOLL PL	92557-6231	WANG PAUL PU	5570 ROBINHOOD AVE	TEMPLE CI	91780	162.23	16.223	32.12	210.56
31474715001	264131006	684277	GLOUER, PEDDIE (RENT)	11846	BRIAR KNOLL PL	92557-6229	JXO INV	5112 LIPIZZAN PL	RANCHO C	91737	255.40	25.54	50.57	331.50
86114543003	264133027	684277	ROSALES JR, JOSE M	11849	BRIAR KNOLL PL	92557-6231	ROSALES JOSE M	11849 BRIAR KNOLL PL	MORENO V	92557	191.66	19.17	37.95	248.76
75886065009	264131007	684277	TAYLOR, JEREMY	11854	BRIAR KNOLL PL	92557-6229	TAYLOR JEREMY	11854 BRIAR KNOLL PL	MORENO V	92557	128.14	12.81	25.37	166.32
90150953004	264133024	684277	GUZMAN, EILEEN (RENT)	11873	BRIAR KNOLL PL	92557-6231	TAMAYO RICHARD C	11873 BRIAR KNOLL PL	MORENO V	92557	255.40	25.54	50.57	331.50

93287785007	264131013	684277	STARK, BREANNA (OWNR)	11900	BRIAR KNOLL PL	92557-6241	STARK MATTHEW A	11900 BRIAR KNOLL PL	MORENO V	92557	255.40	25.54	50.57	331.50
89681273004	264131014	684277	VARLA , DIANNA	11908	BRIAR KNOLL PL	92557-6241	VARELA INEZ F	11908 BRIAR KNOLL PL	MORENO V	92557	255.29	25.53	50.55	331.36
31387575004	487041017	684277	CHEWNING, ROBIN	26020	BRIDGER ST	92555-1815	PAREDES ALBERTO	26020 BRIDGER ST	MORENO V	92555	255.40	25.54	50.57	331.50
87110553007	487041032	684277	CHERRY, ROBERT	26031	BRIDGER ST	92555-1816	CHERRY ROBERT E	26031 BRIDGER ST	MORENO V	92555	255.29	25.53	50.55	331.36
1.01139E+11	479263005	684277	GARCIA, ARIANA (OWNR)	25153	BRIDLE TRAIL RD	92553-4174	GIRON JORGE A	25153 BRIDLE TRAIL RD	MORENO V	92553	255.29	25.53	50.55	331.36
58648075002	475131001	684277	DELAWYER, PATTY	11381	BRIGHT STAR TRL	92557-5617	DELAWYER KEVIN	11381 BRIGHT STAR TR	MORENO V	92557	332.40	33.24	65.82	431.44
92505165003	475131004	684277	BRADLEY, ANTA	11417	BRIGHT STAR TRL	92557-5617	BRADLEY ANTA	11417 BRIGHT STAR TR	MORENO V	92557	55.29	5.53	10.95	71.76
69544495002	475131005	684277	NUNEZ, GLORIA	11433	BRIGHT STAR TRL	92557-5617	CHAVEZ GUADALUPE	11433 BRIGHT STAR TR	MORENO V	92557	255.40	25.54	50.57	331.50
67003645000	475131006	684277	SANCHEZ, HERMAN	11445	BRIGHT STAR TRL	92557-5617	SANCHEZ HERMENEGILDO	11445 BRIGHT STAR TR	MORENO V	92557	255.29	25.53	50.55	331.36
68593185005	263210006	684277	GOTTSCHALK FAMILY TRUST	21824	BRILL RD	92553-8119	GOTTSCHALK BRIAN	21824 BRILL RD	MORENO V	92553	332.40	33.24	65.82	431.44
48555235009	263210014	684277	DIAZ, JORGE	21825	BRILL RD	92553-8120	DIAZ REYNA	21825 BRILL RD	MORENO V	92553	332.40	33.24	65.82	431.44
69208605001	263210007	684277	GOTTSCHALK, ETHAN AND SYLVIA	21834	BRILL RD	92553-8119	GOTTSCHALK BRIAN	21824 BRILL RD	MORENO V	92553	255.18	25.518	50.53	331.22
84858465003	263210013	684277	SCHILLING, CHERI	21835	BRILL RD	92553-8120	COBO ANA	21835 BRILL RD	MORENO V	92553	332.40	33.24	65.82	431.44
31079615009	263210041	684277	FUDGE, PEARLIE (RENT) APTS	21959	BRILL RD	92553-8132	LAM LAUREN	119 SCHOOL ST	CORONA C	92882	841.71	84.17	166.66	1092.52
94739685007	487500021	684277	WURZER, KATHERINE	13625	BRISBANE CT	92555-2552	WURZER KATHERINE	13625 BRISBANE CT	MORENO V	92555	255.40	25.54	50.57	331.50
31573575009	487500024	684277	KIRKLAND, CRAIG AND MICHELLE	13661	BRISBANE CT	92555-2552	KIRKLAND CRAIG	13661 BRISBANE CT	MORENO V	92555	101.29	10.13	20.06	131.46
95794875001	487500015	684277	BARGER, JOHN (OWNR)	13662	BRISBANE CT	92555-2552	HANSON RACQUEL	13662 BRISBANE CT	MORENO V	92555	255.40	25.54	50.57	331.50
31113125009	474642004	684277	SILBERA, LEONOR (OWNR)	25237	BRISTOL AVE	92557-6501	SAMANIEGO JOAQUIN	25237 BRISTOL AVE	MORENO V	92557	255.29	25.53	50.55	331.36
77678955001	291562027	684277	VIALPANDO, PHIL	12840	BRITTANIA CT	92553-1847	VIALPANDO PHILLIP S	12840 BRITTANIA CT	MORENO V	92553	255.40	25.54	50.57	331.50
31537495001	260072002	684277	RIDER, TREMAINE (RENT)	23944	BRITTLEBUSH CIR	92557-2933	VAN LUCY	23944 BRITTLEBUSH CIR	MORENO V	92557	252.97	25.30	50.09	328.34
86861745007	291501009	684277	EVANS, TYWON	12042	BRIXTON CT	92557-6833	EVANS TYWON	12042 BRIXTON CT	MORENO V	92557	332.40	33.24	65.82	431.44
87094485008	291501008	684277	URMENETA, CARLOS	12056	BRIXTON CT	92557-6833	URMENETA CARLOS A	12056 BRIXTON CT	MORENO V	92557	250.67	25.07	49.63	325.36
31593505002	291503035	684277	SOWELL, LATASHA (RENT)	12198	BRIXTON CT	92557-6844	GREENE CRAIG	12198 BRIXTON CT	MORENO V	92557	332.64	33.26	65.86	431.76
89783995007	291503031	684277	NAVARRO, NATHAN (RENT)	12250	BRIXTON CT	92557-6835	SAIZ DAVID F	4620 N CONEY AVE	COVINA C	91722	304.87	30.49	60.36	395.72
31096995003	479402034	684277	COLEMAN, STEPHANIE	12524	BROADLEAF LN	92553-4771	COLEMAN STEPHANIE SUE	12524 BROADLEAF LN	MORENO V	92553	41.22	4.12	8.16	53.50
51649495009	479401003	684277	BESSENT, PATRICIA	12533	BROADLEAF LN	92553-4721	BESSENT RUSSELL I	12533 BROADLEAF LN	MORENO V	92553	332.40	33.24	65.82	431.44
31307305009	479402033	684277	BARRERA, MOISES	12536	BROADLEAF LN	92553-4771	LOPEZ LISSETTE G	12536 BROADLEAF LN	MORENO V	92553	228.96	22.896	45.33	297.18
82975655007	479402030	684277	BOOKER, IRA	12572	BROADLEAF LN	92553-4771	BOOKER IRA	12572 BROADLEAF LN	MORENO V	92553	332.40	33.24	65.82	431.44
50349655009	479402024	684277	JONES, GWENDOLYN	12644	BROADLEAF LN	92553-4772	JONES GWENDOLYN	12644 BROADLEAF LN	MORENO V	92553	131.66	13.17	26.07	170.88
31338215003	479401010	684277	GOGLIA, APRIL (OWNR)	12667	BROADLEAF LN	92553-4722	GOGLIA DIAN FRANCO	12667 BROADLEAF LN	MORENO V	92553	332.64	33.26	65.86	431.76
31487005002	479402020	684277	BLANCHE, JOANNE	12692	BROADLEAF LN	92553-4772	NGUYEN CHARLES T	12692 BROADLEAF LN	MORENO V	92553	255.18	25.518	50.53	331.22
81357725005	482341001	684277	SLIKER, DANIEL	24011	BRODIAEA AVE	92553-6708	TODD ROBERT PAUL	24011 BRODIAEA AVE	MORENO V	92553	139.36	13.94	27.59	180.88
1.00672E+11	482341004	684277	MONTEROSA, KARLA (RENT)	24063	BRODIAEA AVE	92553-6708	ESCAMILLA ROBERTO MURILLO	24063 BRODIAEA AVE	MORENO V	92553	127.26	12.726	25.20	165.18
97097885005	482500002	684277	CEJA, ROLANDO (ONWR)	24480	BRODIAEA AVE	92553-3512	CEJA ROLANDO I	24480 BRODIAEA AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31103175009	482500001	684277	ANDRADE, JOHN (RENT)	24494	BRODIAEA AVE	92553-3512	SBR MANAGEMENT	16196 JACOBS CIR	RIVERSIDE	92504	63.63	6.363	12.60	82.58
94252425005	482451050	684277	MARSH, DIANNE (OWNR)	24547	BRODIAEA AVE	92553-3978	MARSH DIANNE	24547 BRODIAEA AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31349335005	482451001	684277	CARMONA, GABRIEL AND HILDA ((	24631	BRODIAEA AVE	92553-5801	CARMONA GABRIEL	24631 BRODIAEA AVE	MORENO V	92553	135.29	13.53	26.79	175.60
68527445009	482451004	684277	PRADO, ROBERT	24677	BRODIAEA AVE	92553-5801	PRADO ROBERT W	24677 BRODIAEA AVE	MORENO V	92553	255.18	25.518	50.53	331.22
95682585009	482611004	684277	FIGUEROA, ALMA (OWNR)	24793	BRODIAEA AVE	92553-5803	FIGUEROA ALMA R	24793 BRODIAEA AVE	MORENO V	92553	63.96	6.40	12.66	83.02
86565865008	482611006	684277	FLORES, VERONICA AND NORMA	24815	BRODIAEA AVE	92553-5857	FLORES VERONICA	24815 BRODIAEA AVE	MORENO V	92553	255.29	25.53	50.55	331.36
86494085005	482611010	684277	AVILA, ALBERT	24871	BRODIAEA AVE	92553-5857	KOH KOKMENG	5632 PAL MAL AVE	TEMPLE CI	91780	374.78	37.48	74.21	486.46
54669255004	482614004	684277	MILLER, THOMAS	24957	BRODIAEA AVE	92553-5849	MILLER TIMOTHY E	24957 BRODIAEA AVE	MORENO V	92553	255.29	25.53	50.55	331.36
97428275000	482614001	684277	REID, ELIZABETH	24999	BRODIAEA AVE	92553-5849	REID ELIZABETH M	P O BOX 10271	MORENO V	92552	255.29	25.53	50.55	331.36
97144375002	484111001	684277	FARANSO, GEORGE	25015	BRODIAEA AVE	92553-4428	PROMINENT ENTERPRISES INC	1500 E TROPICANA STE 132	LAS VEGAS	89119	255.18	25.518	50.53	331.22
94738235004	484113003	684277	CAIN, MIJANAE (RENT)	25217	BRODIAEA AVE	92553-4430	MERAZ DAVID	25217 BRODIAEA AVE	MORENO V	92553	108.01	10.801	21.39	140.18
97047985009	484113001	684277	BAUGH, FRANK (OWNR)	25245	BRODIAEA AVE	92553-4430	NPL HOME	13405 INGLEWOOD AVE STE S	HAWTHOR	90250	115.28	11.53	22.83	149.62
60149355008	484101009	684277	THOMPSON, ANTHONY (RENT)	25285	BRODIAEA AVE	92553-4431	MENDEZ JAVIER	25285 BRODIAEA AVE	MORENO V	92553	120.81	12.08	23.92	156.80
31648555003	484042028	684277	ESQUIVEL, NORA (RENT)	25292	BRODIAEA AVE	92553-4402	GARCIA JUAN ERNESTO	25292 BRODIAEA AVE	MORENO V	92553	255.29	25.53	50.55	331.36
80932785003	484042031	684277	BERNEDEZ, JULIA	25328	BRODIAEA AVE	92553-4402	GONZALES JOYCELYN	1225 LERMA RD	SOUTH EL	91733	162.16	16.22	32.11	210.48
97504725004	484101005	684277	TORRES, MIRIAM (OWNR)	25333	BRODIAEA AVE	92553-4431	TORRES ALBINO L	25333 BRODIAEA AVE	MORENO V	92553	63.63	6.363	12.60	82.58
63815795009	484101004	684277	ROBLEDO, VERONICA	25345	BRODIAEA AVE	92553-4431	ROBLEDO VERONICA ANNET	25345 BRODIAEA AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31246205000	484101002	684277	NIEDERMAN, LORI	25369	BRODIAEA AVE	92553-4431	LEJA ERIC ROSS	6601 RAVEN CIR	RIVERSIDE	92509	255.29	25.53	50.55	331.36
31131535005	484092018	684277	HEISSER, GENE	25637	BRODIAEA AVE	92553-4949	HEISSER GENE	25637 BRODIAEA AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31642525003	484092023	684277	SOZA, DANIEL J AND RACHEAL	25695	BRODIAEA AVE	92553-4949	SOZA DANIEL	11902 HEWES ST	ORANGE C	92869	255.29	25.53	50.55	331.36
86756085007	484060004	684277	TORRES, ANTONIA	25720	BRODIAEA AVE	92553-4909	ORELLANA MANUEL DE JESUS	25720 BRODIAEA AVE	MORENO V	92553	215.18	21.518	42.61	279.31
62190785000	484060001	684277	RICHARD, DONNELL	25756	BRODIAEA AVE	92553-4909	RICHARD DONNELL	25756 BRODIAEA AVE	MORENO V	92553	332.40	33.24	65.82	431.44
95101765002	484071001	684277	RUSSELL, ANNA (RENT)	25768	BRODIAEA AVE	92553-4909	CORRALES BEATRIZ BELTRAN	25768 BRODIAEA AVE	MORENO V	92553	123.31	12.331	24.42	160.04
75348555007	484071002	684277	TREJO, AMALIA	25780	BRODIAEA AVE	92553-4909	TREJO AMALIA	25780 BRODIAEA AVE	MORENO V	92553	55.29	5.53	10.95	71.76
66788875008	484082027	684277	PALMER, ELVIE LEE	25805	BRODIAEA AVE	92553-2943	PALMER ELZIE LEE	25805 BRODIAEA AVE	MORENO V	92553	332.40	33.24	65.82	431.44
97058815002	484082026	684277	SPELL, ALLEN AND DIANE	25817	BRODIAEA AVE	92553-2943	SPELL ALLAN	25817 BRODIAEA AVE	MORENO V	92553	162.24	16.22	32.12	210.58
74134925005	484072014	684277	OLDS, ANN	25854	BRODIAEA AVE	92553-4940	BILBEISI MOHAMMED	P O BOX 8049	MORENO V	92552	191.66	19.17	37.95	248.76
95682225005	484072009	684277	RAMOS, MARCIA	25908	BRODIAEA AVE	92553-2942	TOSTADO GASPAR	25908 BRODIAEA AVE	MORENO V	92553	450.93	45.09	89.28	585.30
91616943006	484072006	684277	CHAVEZ, LATISHA (OWNR)	25938	BRODIAEA AVE	92553-4911	CHAVEZ LATISHA	25938 BRODIAEA AVE	MORENO V	92553	255.40	25.54	50.57	331.50
95993815002	478322002	684277	BALLARD, STEVE	28291	BRODIAEA AVE	92555-6232	C E M G INC	4002 THE STRAND	MANHATT	90266	49.16	4.92	9.73	63.80
31273715007	478330002	684277	RENDEROS, JOSE (OWNR)	28431	BRODIAEA AVE	92555-6234	RENDEROS ALEJANDRA	28431 BRODIAEA AVE	MORENO V	92555	361.60	36.16	71.60	469.34

95052155005	478132017	684277	MAYNE, RICK	28882	BRODIAEA AVE	92555-6903	SECRETARY HOUSING & URBAN DEV OF	400 NATIONAL WAY	SIMI VALLE	93065	228.96	22.896	45.33	297.18
89335633002	478132018	684277	WALTERS, COLTEN (RENT)	28910	BRODIAEA AVE	92555-6906	WALTERS CORY	28910 BRODIAEA AVE	MORENO V	92555	105.40	10.54	20.87	136.80
87849675005	291535005	684277	FERNANDEZ, NATALIE	22691	BROMPTON ST	92553-1836	FERNANDEZ NATALIE	22691 BROMPTON ST	MORENO V	92553	255.29	25.53	50.55	331.36
93171695002	291535002	684277	CURRIE, GORDON	22721	BROMPTON ST	92553-1806	CURRIE GELMA M	22721 BROMPTON ST	MORENO V	92553	255.29	25.53	50.55	331.36
95947413002	291533022	684277	OMORUYI, GENEVIEVE (RENT)	22780	BROMPTON ST	92553-1807	WU MAO LIN	1528 SILMAN ST	HACIENDA	91745	178.66	17.87	35.37	231.90
31087515003	291541036	684277	OLAIZ, RAUL	22940	BROMPTON ST	92553-1840	OLAIZ RAUL	22940 BROMPTON ST	MORENO V	92553	191.77	19.18	37.97	248.90
94308555008	291541037	684277	ROMERO, ARGENTINA	22950	BROMPTON ST	92553-1840	VILLAFUERTE CLAUDIA	22950 BROMPTON ST	MORENO V	92553	65.40	6.54	12.95	84.88
31299945004	291541041	684277	HUESO, JOANNE (OWNR)	22971	BROMPTON ST	92553-1804	TREJO EDDIE ALEJANDRO	22971 BROMPTON ST	MORENO V	92553	128.14	12.81	25.37	166.32
31161655006	308530009	684277	TORRES, EMMA	17217	BRONCO LN	92555-3371	TORRES GILDARDO	17217 BRONCO LN	MORENO V	92555	105.18	10.518	20.83	136.52
98335795017	308530010	684277	HORTON, JOMO (RENT)	17223	BRONCO LN	92555-3371	FESSLER BRADLEY GEORGE	1219 HORNBLEND ST APT D	SAN DIEGO	92109	255.40	25.54	50.57	331.50
31442575007	308530011	684277	HOWARD, TRACY (RENT)	17229	BRONCO LN	92555-3371	LARSON SCOTT	P O BOX 2312	RANCHO C	91729	255.40	25.54	50.57	331.50
91433773001	308530015	684277	MORENO, JULIETTE (RENT)	17253	BRONCO LN	92555-3371	MEDRANO MICHAEL C	17253 BRONCO LN	MORENO V	92555	255.40	25.54	50.57	331.50
31305085009	308530018	684277	KUCSAN, MICHAEL	17271	BRONCO LN	92555-3371	DALLIN	5440 TRABUCO RD STE 200	IRVINE CA	92620	255.40	25.54	50.57	331.50
31505775009	308530021	684277	CESENA , DIVINA (RENT)	17289	BRONCO LN	92555-3371	CASTRO ROBERT C	17289 BRONCO LN	MORENO V	92555	63.96	6.40	12.66	83.02
65925595006	308531008	684277	COVARUBIAS, MARIA (OWNR)	17298	BRONCO LN	92555-3373	ALVARADO SALVADOR	17298 BRONCO LN	MORENO V	92555	255.40	25.54	50.57	331.50
31049345009	312301029	684277	MILLER, AROL	25297	BRONSON CT	92551-2412	MILLER AROL G	25297 BRONSON CT	MORENO V	92551	255.40	25.54	50.57	331.50
31466025002	312301033	684277	HERNANDEZ, PEDRO	25316	BRONSON CT	92551-2412	HERNANDEZ MARIA D	25316 BRONSON CT	MORENO V	92551	255.40	25.54	50.57	331.50
91415285001	312301026	684277	ROGERS, OFELIA	25327	BRONSON CT	92551-2412	ROGERS DANIEL C	25327 BRONSON CT	MORENO V	92551	255.29	25.53	50.55	331.36
90756813008	479661019	684277	RAX, JONATHAN DR	25160	BRONZE DR	92557-7444	RAX JONATHAN	25160 BRONZE	MORENO V	92557	255.29	25.53	50.55	331.36
97812295001	479661021	684277	CHILSON, ERIC (RENT)	25184	BRONZE DR	92557-7444	NGUYEN KAITLYN	25184 BRONZE DR	MORENO V	92557	40.76	4.076	8.07	52.9
98021065016	479662009	684277	SWANIKER, GEORGE	25243	BRONZE DR	92557-7443	SWANIKER GEORGE	25243 BRONZE DR	MORENO V	92557	255.29	25.53	50.55	331.36
31117115002	479662004	684277	TERRY JR, CECIL	25252	BRONZE DR	92557-7445	TERRY CECIL E	25252 BRONZE DR	MORENO V	92557	255.29	25.53	50.55	331.36
59698925008	479662007	684277	PLAYER, TATANISHA	25267	BRONZE DR	92557-7443	PLAYER TATANISHA	25267 BRONZE DR	MORENO V	92557	255.29	25.53	50.55	331.36
59698925013	479662011	684277	SOTELO, LETICIA	25215	BRONZE DR	92557-7443	PROPERTY OWNER	#REF!	#REF!	#REF!	68.96	6.896	13.65	89.5
95842995003	292084013	684277	RENDON, JAIME	23301	BROOKHAVEN DR	92553-5922	RENDON JAIME S	23301 BROOKHAVEN DR	MORENO V	92553	255.29	25.53	50.55	331.36
31322585009	259391002	684277	POATS, EUGENE (OWNR)	22937	BROOKHOLLOW WAY	92557-1842	POATS EUGENE	22937 BROOKHOLLOW WAY	MORENO V	92557	332.40	33.24	65.82	431.44
91690555002	260252008	684277	ELLIOT, ALICIA AND MALCOLM (RE	10312	BROOKMEAD DR	92557-2613	ROYAL DAVID Q	3525 N ORANGEWOOD AVE	RIALTO CA	92377	255.40	25.54	50.57	331.50
31603005004	260252004	684277	SALOMON, DEBBIE	10344	BROOKMEAD DR	92557-2613	SOLOMON DEBBIE A	10344 BROOKMEAD DR	MORENO V	92557	332.40	33.24	65.82	431.44
97443955006	260203001	684277	BELL, JAMES (OWNR)	10375	BROOKMEAD DR	92557-2614	HEILIGMAN OTTO ROBERT	10375 BROOKMEAD DR	MORENO V	92557	63.28	6.33	12.53	82.12
99786973002	260203002	684277	STRAUGHTER, VERONICA (RENT)	10383	BROOKMEAD DR	92557-2614	WAGONER FRED	P O BOX 9675	MORENO V	92552	63.96	6.40	12.66	83.02
87976485006	260202007	684277	JONES, FRED	10384	BROOKMEAD DR	92557-2613	CHANDRA ARATI	14742 BEACH BLV NO 272	LA MIRADA	90638	255.40	25.54	50.57	331.50
31093795002	260202004	684277	ORNELAS, LORI	10408	BROOKMEAD DR	92557-2683	VARGAS LINDA S	841 ROBINSON CREEK DR	PROSPER	75078	255.29	25.53	50.55	331.36
93159335003	260202001	684277	HAYNES, NATALIE	10432	BROOKMEAD DR	92557-2683	HAYNES NATALIE A	10432 BROOKMEAD DR	MORENO V	92557	255.29	25.53	50.55	331.36
95052195007	260205016	684277	GEORGE, JOHN	10479	BROOKMEAD DR	92557-2615	ROYAL DAVID	3525 N ORANGEWOOD AVE	RIALTO CA	92377	332.64	33.26	65.86	431.76
93876775009	479551007	684277	CHAVEZ, JORGE (RENT)	25751	BRUMELIA CT	92553-4789	VELASCO SANDRA L	25751 BRUMELIA CT	MORENO V	92553	255.40	25.54	50.57	331.50
75072525000	308382013	684277	GERMANY, RETTA L (RENT)	15521	BUCKBOARD LN	92555-2967	MOMTAZ AMIR D	15521 BUCKBOARD LN	MORENO V	92555	255.40	25.54	50.57	331.50
31192525009	308382014	684277	ZORNES, PHILIP (RENT)	15531	BUCKBOARD LN	92555-2967	KEYES BRIAN	15531 BUCKBOARD LN	MORENO V	92555	255.40	25.54	50.57	331.50
31367285007	308382019	684277	HUGHES, MASEKALA	15581	BUCKBOARD LN	92555-2967	MEGEE KRISTEN R	15581 BUCKBOARD LN	MORENO V	92555	106.83	10.68	21.15	138.66
91051133006	487243024	684277	PEREZ, MARTIN	26699	BUCKEYE TERRACE	92555-3538	SOLARES KARLA	26699 BUCKEYE TER	MORENO V	92555	255.18	25.518	50.53	331.22
59672105005	487561002	684277	GARCIA, MAGDALENA (OWNR)	26714	BUCKEYE TERRACE	92555-3538	ESTRADA ANTONIO ACEVEDO	26714 BUCKEYE TER	MORENO V	92555	127.59	12.76	25.26	165.60
91966253009	487243026	684277	BOND, TIFFANY	26723	BUCKEYE TERRACE	92555-3538	BOND TIFFANY	26723 BUCKEYE TER	MORENO V	92555	48.20	4.82	9.54	62.56
88108445004	292271001	684277	EMERY, LLOYD (OWNR)	12017	BUCKTHORN DR	92557-7013	EMORY LLOYD	12017 BUCKTHORN DR	MORENO V	92557	255.40	25.54	50.57	331.50
81669305001	292272016	684277	CABRERA, CHRISTAN (RENT)	12056	BUCKTHORN DR	92557-7012	HAYATH ISRAR	27425 WILLOW LEAF RD	MORENO V	92555	31.77	3.18	6.29	41.22
31383905004	292272014	684277	MAGDALENO, ESTER	12078	BUCKTHORN DR	92557-7012	THOMAS KATHY	PO BOX 383	ASHLAND I	67831	255.29	25.53	50.55	331.36
31602075001	292271008	684277	BELL, SHERICO AND STEVE (RENT)	12087	BUCKTHORN DR	92557-7013	MEYERS GARY A	12087 BUCKTHORN DR	MORENO V	92557	31.04	3.10	6.15	40.28
98232705015	312121002	684277	TREVINO, ROSE	25601	BUENA FORTUNA LN	92551-2089	AMERICAN RESIDENTIAL PROP OP	7047 E GREENWAY PKY NO 350	SCOTTSDA	85254	114.95	11.495	22.76	149.2
31316805005	312124014	684277	BROWN, CHRISTINA (RENT)	25661	BUENA FORTUNA LN	92551-2044	ANGUIANO HILDA	25661 BUENA FORTUNA LN	MORENO V	92551	226.59	22.659	44.86	294.1
95277955000	304220015	684277	SOJOBI, ANGELA	15979	BUENA MESA CT	92555-5926	SOJOBI ANGELA	15979 BUENA MESA CT	MORENO V	92555	255.40	25.54	50.57	331.50
31585595009	304220017	684277	BERUMEN, ARTHUR (OWNR)	15990	BUENA MESA CT	92555-5926	BERUMEN ARTHUR	25031 SLATE CREEK DR	MORENO V	92551	44.52	4.45	8.81	57.78
94391315005	312123050	684277	COVARRUBIAS, MONICA	25634	BUENA VILLAGE CT	92551-2098	ATTIA SAFWAT	495 N MAPLE AVE NO 2	FONTANA	92336	255.40	25.54	50.57	331.50
97097385000	312123043	684277	WEISSENBACK II, KURT (OWNR)	25637	BUENA VILLAGE CT	92551-2099	WEISSENBACH KURT E	34326 HEATHER RIDGE CT	LAKE ELSIN	92532	255.40	25.54	50.57	331.50
91030593003	487420004	684277	VILLA JR, PETER	13291	BURNEY PASS DR	92555-2400	VILLA PETER	31291 BURNEY PASS DR	MORENO V	92555	255.29	25.53	50.55	331.36
31508835001	485075009	684277	PILOLA, ELAINE (RENT)	15178	BUXTON AVE	92551-4019	ZONTA SERGIO R	15178 BUXTON AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31420935008	486412013	684277	IRIGOYEN, HERNESTO (RENT)	15335	CABALLO RD	92555-2905	NEGRETE GABRIEL	15335 CABALLO RD	MORENO V	92555	255.40	25.54	50.57	331.50
31321855004	486412014	684277	GEIGER, DORTHY AND JASON	15343	CABALLO RD	92555-2905	ISLAM MOSTAFA RAFIQUI	615 W GLENOAKS BLV NO B	GLENDALE	91202	64.96	6.50	12.86	84.30
31510405007	486413001	684277	SENSEMAN, LISA (OWNR)	15362	CABALLO RD	92555-2906	SENSEMAN LISA	15362 CABALLO RD	MORENO V	92555	255.29	25.53	50.55	331.36
92901185000	486417003	684277	ALVARADO, DIANA	15407	CABALLO RD	92555-2919	ALVARADO ARTURO	15407 CABALLO RD	MORENO V	92555	75.29	7.53	14.91	97.72
31258835003	486413007	684277	GARCIA, JOSE LUIS	15410	CABALLO RD	92555-2918	PIERCE STEPHEN K	15410 CABALLO RD	MORENO V	92555	255.40	25.54	50.57	331.50
31646855004	486433003	684277	CHAVEZ, DAISY AND SAMUEL (REN	15475	CABALLO RD	92555-2919	ANGULO LUZ M	25574 CALLITA ST	MORENO V	92551	191.77	19.18	37.97	248.90
93964415009	259492011	684277	RAMBAYON, RODERICK	9871	CABAZON CIR	92557-3541	RAMBAYON RODERICK B	9871 CABAZON CIR	MORENO V	92557	191.77	19.18	37.97	248.90
95467395005	486290004	684277	ACADEMIA, HERMINO (OWNR)	27160	CACTUS AVE	92555-4710	ACADEMIA HERMINIO S	27160 CACTUS AVE	MORENO V	92555	205.29	20.53	40.65	266.46
67200455001	486290026	684277	JOHNSON, JONITH	27330	CACTUS AVE	92555-4716	BANUELOS GEORGE RUIZ	27330 CACTUS AVE	MORENO V	92555	332.16	33.216	65.77	431.14
31237355007	486290027	684277	RUEDA, DORA	27350	CACTUS AVE	92555-4716	FUENTES JOSE LUIS	27350 CACTUS AVE	MORENO V	92555	255.40	25.54	50.57	331.50
31456345006	304441035	684277	HOWARD, DEBORAH	14884	CADIZ CT	92555-7311	MOYE ANDRE M	14884 CADIZ CT	MORENO V	92555	255.40	25.54	50.57	331.50
31153245000	482690012	684277	REYNOSA, EDUARDO(RENT)	14583	CAGNEY CT	92553-9424	MISAICO MARIBEL MARGOT	14583 CAGNEY CT	MORENO V	92553	293.52	29.35	58.12	380.98

31204245001	482690016	684277	MARTINEZ, CARLOS	14623	CAGNEY CT	92553-9428	MARTINEZ CARLOS	14623 CAGNEY CT	MORENO V	92553	255.29	25.53	50.55	331.36	
86157295004	482690004	684277	HART, EDWIN (RENT)	14624	CAGNEY CT	92553-9427	MORAN DONIS G	P O BOX 994	MORENO V	92556	91.77	9.177	18.17	119.1	
65282735003	482690022	684277	MEDINA, CHRISTINA AND JOHNNY	14665	CAGNEY CT	92553-9425	MEDINA CHRISTINA	14665 CAGNEY CT	MORENO V	92553	255.18	25.518	50.53	331.22	
31189545001	312112015	684277	DELEON, EMERITA (RENT)	25574	CALABRIA DR	92551-2063	RAMOS FILIBERTO	1870 COOLIDGE ST	CORONA C	92879	255.40	25.54	50.57	331.50	
31382295004	312112019	684277	BERNAL, ERNESTO (OWNR)	25622	CALABRIA DR	92551-2065	BERNAL ERNESTO	25622 CALABRIA DR	MORENO V	92551	255.40	25.54	50.57	331.50	
87904185001	312123003	684277	LEON, LAURA (OWNR)	25637	CALABRIA DR	92551-2066	LEON LAURA JENNIE	25637 CALABRIA DR	MORENO V	92551	205.40	20.54	40.67	266.60	
71549265005	482534009	684277	SALAZAR, YADIRA (RENT)	13845	CALADA DR	92553-3395	LOPEZ VICTOR	13845 CALADA DR	MORENO V	92553	255.40	25.54	50.57	331.50	
73148235001	482534008	684277	JONES, SHIRLEY (RENT)	13855	CALADA DR	92553-3395	JIA BING	15508 HOLLIS ST	HACIENDA	91745	323.18	32.32	63.99	419.48	
97993905011	482533012	684277	MC COLLUM, JACQUELINE (OWNR	13860	CALADA DR	92553-3394	MCCOLLUM JACQUELINE SHERMAN	8643 NIGHTSHADE CT	ELK GROVE	95624	255.40	25.54	50.57	331.50	
89387353001	482533013	684277	VALENZUELA, ERNIE	13870	CALADA DR	92553-3394	GARCIA FRED T	13870 CALADA DR	MORENO V	92553	255.18	25.518	50.53	331.22	
73262415002	482534006	684277	MABON, CRYSTAL	13881	CALADA DR	92553-3395	LAKE PLACE HOMES	13405 INGLEWOOD AVE NO 5	HAWTHOR	90250	332.16	33.216	65.77	431.14	
88334745003	482533014	684277	ROSA, PAUL AND MARIA	13890	CALADA DR	92553-3394	ROSA PAUL J	13890 CALADA DR	MORENO V	92553	255.29	25.53	50.55	331.36	
70386255005	304190031	684277	PRICE, SEAN (RENT)	27693	CALLANDER ST	92555-5903	DELLIS SALLY	6110 MEADOWBROOK	RIVERSIDE	92504	467.04	46.70	92.47	606.20	
96997985006	304190004	684277	TAYLOR, JOSEPH	27704	CALLANDER ST	92555-5900	TAYLOR RACHEL	27704 CALLANDER ST	MORENO V	92555	255.29	25.53	50.55	331.36	
96287725007	304190032	684277	HILTON, PRETTI (OWNR)	27705	CALLANDER ST	92555-5901	HILTON PRETTI	27705 CALLANDER ST	MORENO V	92555	255.40	25.54	50.57	331.50	
74584305001	486461008	684277	ARCHER, SHANON	25680	CALLE AGUA	92551-2047	ARCHER SHANON M	25680 CALLE AGUA	MORENO V	92551	255.29	25.53	50.55	331.36	
31576195002	486461012	684277	BLAKE, GREG	25710	CALLE AGUA	92551-2005	KEEKEEBHAI ISMAIL E	3715 KELTON AVE NO 13	LOS ANGEI	90034	127.92	12.792	25.33	166.04	
93609805008	486462019	684277	LANGDON, YOLANDA	25731	CALLE AGUA	92551-2006	LANGDON SMITH YOLANDA D	25731 CALLE AGUA	MORENO V	92551	255.29	25.53	50.55	331.36	
90405493009	486462015	684277	RICE, TUNEAN	25771	CALLE AGUA	92553-	RICE TUNEAN EDWARD	25771 CALLE AGUA	MORENO V	92551	332.16	33.216	65.77	431.14	
96156125000	486461020	684277	BURNETT, WILLIAM	25800	CALLE AGUA	92551-2009	BURNETT WILLIAM C	25800 CALLE AGUA	MORENO V	92551	255.29	25.53	50.55	331.36	
91401875007	486462007	684277	GRAY, COLETTE (RENT)	25821	CALLE AGUA	92551-2010	TRAN VINCENT	17573 LIVE OAK CIR	FOUNTAIN	92108	108.49	10.849	21.48	140.82	
95277545007	486461023	684277	PATIN, CYNTHIA	25830	CALLE AGUA	92551-2009	PATIN CYNTHIA B	25830 CALLE AGUA	MORENO V	92551	30.73	3.07	6.08	39.88	
95467705000	486452008	684277	HOPKINS, APRIL	25921	CALLE AGUA	92551-1620	HOPKINS APRIL TAMIKO	25921 CALLE AGUA	MORENO V	92551	255.40	25.54	50.57	331.50	
92821145009	486442005	684277	MORENO, MATTHEW	26111	CALLE AGUA	92551-1643	MORENO MATTHEW	26111 CALLE AGUA	MORENO V	92551	342.14	34.21	67.74	444.08	
94567133008	486471004	684277	WILSON, AHSHAN	26120	CALLE AGUA	92551-1644	JONES AHSHA D	26120 CALLE AGUA	MORENO V	92551	155.18	15.518	30.73	201.42	
52721145009	486471001	684277	BALDERAS, VANESSA	26150	CALLE AGUA	92551-1644	BALDERAS VANESSA	26150 CALLE AGUA	MORENO V	92551	30.29	3.03	6.00	39.30	
97277835004	486442001	684277	BUTCHER, MICHAEL (OWNR)	26151	CALLE AGUA	92551-1643	BUTCHER MICHAEL DOUGLAS	26151 CALLE AGUA	MORENO V	92551	185.40	18.54	36.71	240.64	
97931095001	486462005	684277	HARRIS, DANIEL (RENT)	16265	CALLE AURORA	92551-2052	HILARIO EMMANUEL B	973 HYDE PARK CT	CORONA (	92881	42.52	4.25	8.42	55.18	
31476475006	486462004	684277	MALECKE, LISA	16275	CALLE AURORA	92551-2052	MALECKE KERRY J	16275 CALLE AURORA	MORENO V	92551	317.66	31.77	62.90	412.32	
31556075009	486462001	684277	TARKINGTON, HENRY	16305	CALLE AURORA	92551-2054	TARKINGTON HENRY	P O BOX 6537	RIVERSIDE	92518	255.29	25.53	50.55	331.36	
93831725005	308453008	684277	LUNA, VALERIE (RENT)	26514	CALLE BELDING	92555-4106	LUO CAIDIAN	10740 BEECHWOOD DR	RANCHO C	91737	41.77	4.18	8.27	54.20	
97405563007	308453006	684277	VILLALOBOS, AMY	26550	CALLE BELDING	92555-4106	VILLALOBOS ERIC	26550 CALLE BELDING	MORENO V	92555	63.63	6.36	12.60	82.58	
62506955001	308453004	684277	ALMANZOR, ROSE	26586	CALLE BELDING	92555-4106	SALAS MARIA E	26586 CALLE BELDING	MORENO V	92555	128.03	12.80	25.35	166.18	
81380295007	486413030	684277	VILLANUEVA, FRANCISCO	15347	CALLE CAMELIA	92555-2974	VILLANUEVA FRANCISCO	15347 CALLE CAMELIA	MORENO V	92555	332.64	33.26	65.86	431.76	
56020985005	486423015	684277	GILCHRIST, KEITH	15440	CALLE CAMELIA	92555-2975	JUNE GILCHRIST ANKHESENAMUN	15440 CALLE CAMELIA	MORENO V	92555	255.29	25.53	50.55	331.36	
31562275005	312350014	684277	ADORADOR, GEMMA (OWNR)	17761	CALLE CAPISTRANO	92551-6359	ADORADOR DANNY D	17761 CALLE CAPISTRANO	MORENO V	92551	255.40	25.54	50.57	331.50	
89749333007	312350015	684277	THOMAS, SHAVONNE	17769	CALLE CAPISTRANO	92551-6359	THOMAS SHAVONNE N	17769 CALLE CAPISTRANO	MORENO V	92551	255.18	25.518	50.53	331.22	
91440533007	312350018	684277	BARRON, JAIME	17793	CALLE CAPISTRANO	92551-6359	VAZQUEZ MARTIN	17793 CALLE CAPISTRANO	MORENO V	92551	255.29	25.53	50.55	331.36	
31118905004	312350022	684277	NOGALES, RUBEN AND PRISCILA	17825	CALLE CAPISTRANO	92551-6373	MANZUR MUSHFEQUE	17825 CALLE CAPISTRANO	MORENO V	92551	55.40	5.54	10.97	71.90	
95577725002	486423017	684277	COUCH, CHRIS	15411	CALLE CASTANO	92555-2963	RUIZ GILBERT	15411 CALLE CASTANO	MORENO V	92555	255.29	25.53	50.55	331.36	
72366605002	486423021	684277	RICHARDSON, CHETLANA (OWNR)	15420	CALLE CASTANO	92555-2963	RICHARDSON SYDNEY JOCELYN TRUST	25860 CALLE AGUA	MORENO V	92551	197.24	19.72	39.05	256.00	
95744295008	312290031	684277	JACKSON, EBONY	17415	CALLE DE AMIGOS	92551-6302	YANG WILDLY C	17415 CALLE DE AMIGOS	MORENO V	92551	255.18	25.518	50.53	331.22	
83140195004	312291010	684277	SESSIONS, GINA (RENT)	17416	CALLE DE AMIGOS	92551-6303	PHAN THANH TUYEN	17416 CALLE DE AMIGOS	MORENO V	92551	193.50	19.35	38.31	251.16	
82882735009	312291007	684277	BLANKENSHIP, KAYKEYSHA (RENT)	17440	CALLE DE AMIGOS	92551-6303	JOHNSON SANDRA	P O BOX 5601	RIVERSIDE	92517	255.40	25.54	50.57	331.50	
62273375000	312291005	684277	GOWDY, ALWANDA (RENT)	17456	CALLE DE AMIGOS	92551-6303	BOLOTIN ELIZABETH	17456 CALLE DE AMIGOS	MORENO V	92551	191.77	19.18	37.97	248.90	
96210675009	312290038	684277	GAUDETTE, SUZETTE (RENT)	17471	CALLE DE AMIGOS	92551-6302	LY COLLIN	19002 STEWART CT	ROWLAND	91748	708.72	70.87	140.33	919.90	
93730075005	312291001	684277	ZEWDE, HABTAMU (OWNR)	17488	CALLE DE AMIGOS	92551-6303	ZEWDE HABTAMU A	17488 CALLE DE AMIGOS	MORENO V	92551	236.12	23.61	46.75	306.48	
31413845002	312322015	684277	ZENO, ZANAE	17507	CALLE DE AMIGOS	92551-6348	MILES JOE D	17507 CALLE DE AMIGOS	MORENO V	92551	255.29	25.53	50.55	331.36	
93427725002	312320002	684277	VARGAS, JERRY (OWNR)	17512	CALLE DE AMIGOS	92551-6349	VARGAS FABIOLA	17512 CALLE DE AMIGOS	MORENO V	92551	255.40	25.54	50.57	331.50	
73605625008	312320003	684277	CHASE, KEITH	17522	CALLE DE AMIGOS	92551-6349	CHASE KEITH T	17522 CALLE DE AMIGOS	MORENO V	92551	255.29	25.53	50.55	331.36	
76147015006	312322008	684277	ORTIZ, MELISSA	17577	CALLE DE AMIGOS	92551-6348	ZONG HELEN	3078 MCKINNON WAY	OAKTON V	22124	150.40	15.04	29.78	195.20	
31372415000	312320009	684277	ARIAS, MELISSA	17582	CALLE DE AMIGOS	92551-6349	ARIAS JUAN M	17582 CALLE DE AMIGOS	MORENO V	92551	232.65	23.27	46.06	301.96	
95932045002	312320010	684277	SMOOT, WAYNE (RENT)	17592	CALLE DE AMIGOS	92551-6349	ARAIN MURTAZA	17592 CALLE DE AMIGOS	MORENO V	92551	268.06	26.81	53.08	347.94	
90262103006	312320011	684277	CARMONA, ANA	17602	CALLE DE AMIGOS	92551-6350	CARMONA LUIS G	17602 CALLE DE AMIGOS	MORENO V	92551	255.40	25.54	50.57	331.50	
96566995007	487140015	684277	YZAGUIRRE, ANDREW (OWNR)	12205	CALLE DE JIMENEZ	92555-2046	YZAGUIRRE ANDREW J	12205 CALLE DE JIMENEZ	MORENO V	92555	63.96	6.40	12.66	83.02	
94885915000	312332004	684277	LACURE, TONYA	25929	CALLE ENSENADA	92551-6344	MARTINEZ RODRIGO P	25929 CALLE ENSENADA	MORENO V	92551	255.18	25.518	50.53	331.22	
54212545003	312331008	684277	MARSHALL, DEANDRA (RENT)	25934	CALLE ENSENADA	92551-6344	CHAU JACK CHUNGYEE	1884 S OAKGATE ST	MONTERE	91755	70.11	7.01	13.88	91.00	
31593555001	312332002	684277	SEGURA, FRANCISCO	25941	CALLE ENSENADA	92551-6344	SEGURA FRANCISCO	25941 CALLE ENSENADA	MORENO V	92551	255.29	25.53	50.55	331.36	
86972223001	312332001	684277	MORALES, MONICA	25947	CALLE ENSENADA	92551-6344	MORALES MONICA	25947 CALLE ENSENADA	MORENO V	92551	255.29	25.53	50.55	331.36	
95828445008	486141013	684277	WINSTON, MYOHO	25900	CALLE FAMILIA	92551-7048	RODRIGUEZ MARTHA LETICIA	25900 CALLE FAMILIA	MORENO V	92551	255.18	25.518	50.53	331.22	
31313555004	486143006	684277	CORELLA, EMMA (RENT)	25933	CALLE FAMILIA	92551-7049	TORRES TRINIDAD	25933 CALLE FAMILIA	MORENO V	92551	255.40	25.54	50.57	331.50	
64877465007	486141010	684277	CURIEL, FELIPE (RENT)	25942	CALLE FAMILIA	92551-7048	CURIEL FELIPE	25942 CALLE FAMILIA	MORENO V	92551	121.77	12.18	24.11	158.04	
31402485000	486143005	684277	CURIEL, LEONARDO	25947	CALLE FAMILIA	92551-7049	CURIEL LEONARDO	25947 CALLE FAMILIA	MORENO V	92551	128.03	12.80	25.35	166.18	
88681833008	486452019	684277	CALLIER, TIM	25880	CALLE FUEGO	92551-1616	CALLIER TIMOTHY	25880 CALLE FUEGO	MORENO V	92555	255.29	25.53	50.55	331.36	
97307635001	486454005	684277	HURD, L T	25901	CALLE FUEGO	92551-1615	HURD PEARLIE	1424 W 50TH ST	LOS ANGEI	90062	255.40	25.54	50.57	331.50	

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31589035009	308283006	684277	GOMEZ, STEPHANIE (RENT)	26595	CALLE LINDA	92555-4228	NERI SHIRLEY S	26595 CALLE LINDA	MORENO V	92555	185.98	18.598	36.82	241.4
31159535006	308283007	684277	RAMIREZ, CYNTHIA	26605	CALLE LINDA	92555-4228	RAMIREZ FRANK F	26605 CALLE LINDA	MORENO V	92555	139.86	13.986	27.69	181.52
90237193009	308283008	684277	LEE, AVIA	26615	CALLE LINDA	92552	LEE MCADORY AUVIA P	26615 CALLE LINDA	MORENO V	92555	255.40	25.54	50.57	331.50
51350145008	308282005	684277	MCCRAY, JAMES (RENT)	26630	CALLE LINDA	92555-4229	LUI SHUNG TING	26630 CALLE LINDA	MORENO V	92555	161.92	16.192	32.06	210.16
31308315005	308451007	684277	WASHINGTON, MELVIN	26575	CALLE LUNA	92555-4111	WASHINGTON MELVIN L	26575 CALLE LUNA	MORENO V	92555	255.29	25.53	50.55	331.36
31444085006	308460001	684277	MCMORRIS, RHEAN (RENT)	26683	CALLE LUNA	92555-4112	LAI KEVIN C	26683 CALLE LUNA	MORENO V	92555	255.40	25.54	50.57	331.50
97182575000	308460006	684277	TAYLOR THOMAS, CRYSTAL	26773	CALLE LUNA	92555-4113	THOMAS CRYSTAL TAYLOR	26773 CALLE LUNA	MORENO V	92555	255.18	25.518	50.53	331.22
94025653007	308460007	684277	AYALA, JOSE (RENT)	26791	CALLE LUNA	92555-4113	ZONG HELEN Q	3078 MCKINNON WAY	OAKTON V	22124	60.87	6.09	12.05	79.00
31536435006	308460011	684277	GARCIA, SIMON (OWNR)	26863	CALLE LUNA	92555-4114	GARCIA SIMON	26863 CALLE LUNA	MORENO V	92555	189.01	18.90	37.42	245.32
84770365001	256304001	684277	HARDY, WILLIAM AND LOFLIN	21500	CALLE MONACO	92557-8538	HARDY WILLIAM B	21500 CALLE MONACO	MORENO V	92557	255.29	25.53	50.55	331.36
82880045008	256303021	684277	PAYNE, TERRY AND TERRENCE	21555	CALLE MONACO	92557-8539	MARTIN ROBERT	21555 CALLE MONACO	MORENO V	92557	127.92	12.792	25.33	166.04
82231105001	256303016	684277	MACKLIN, PEDROETTA	21645	CALLE MONACO	92557-8541	MAYUGA RAYMOND S	2863 W LINCOLN AVE NO 254	ANAHEIM	92801	63.96	6.40	12.66	83.02
31654125002	256343012	684277	COVARRUBIAS, ARTEMIO	21775	CALLE MONACO	92557-8586	COVARRUBIAS ARTEMIO	21775 CALLE MONACO	MORENO V	92557	174.17	17.42	34.49	226.06
31054405006	312232010	684277	BROWN, KELLI	16749	CALLE PINATA	92551-2112	BROWN CAROLYN D	16749 CALLE PINATA	MORENO V	92551	255.40	25.54	50.57	331.50
31983525004	312232009	684277	MARSHALL, WILLIE J	16759	CALLE PINATA	92551-2112	CHRISTOU CHRISTOS	16759 CALLE PINATA ST	MORENO V	92551	255.40	25.54	50.57	331.50
86964465007	312242007	684277	BELMAN, HERIBERTO	16819	CALLE PINATA	92551-2114	BELMAN OSVALDO	16819 CALLE PINATA	MORENO V	92551	255.29	25.53	50.55	331.36
96798165000	312242005	684277	HERNANDEZ, BENJAMIN	16839	CALLE PINATA	92551-2116	HERNANDEZ BEN	16839 CALLE PINATA	MORENO V	92551	55.18	5.518	10.93	71.62
90426813008	312241008	684277	SILVA, DIANE	16860	CALLE PINATA	92551-2115	NERO HARRISON	16860 CALLE PINATA	MORENO V	92551	105.96	10.60	20.98	137.52
31618175006	312241009	684277	VENSON, LOUIS (RENT)	16870	CALLE PINATA	92551-2115	CERVANTES PEDRO	3334 W AIDA LN	ANAHEIM	92804	255.40	25.54	50.57	331.50
31281185001	312241010	684277	LOPEZ, RENEE (OWNR)	16880	CALLE PINATA	92551-2115	LOPEZ GRACIE M	16880 CALLE PINATA	MORENO V	92551	255.40	25.54	50.57	331.50
90696043008	256301008	684277	PESKO JR, DAVID	21643	CALLE PRIMA	92557-8544	PESKO DAVID M	21643 CALLE PRIMA	MORENO V	92557	361.31	36.13	71.54	468.98
97082425004	256306012	684277	BONNER, MICHELLE	21701	CALLE PRIMA	92557-8578	SMITH TREVOR	8272 SUFFIELD ST	LA PALMA	90623	255.40	25.54	50.57	331.50
63846985004	486042032	684277	ESCAMILLA, MARTHA (OWNR)	15085	CALLE RENFRO	92551-7005	GADD DENNIS D	15085 CALLE RENFRO	MORENO V	92551	169.30	16.93	33.52	219.74
90922463009	486052007	684277	URQUIETA, LETICIA	15135	CALLE RENFRO	92551-7018	HERNANDEZ DAMIAN C	15135 CALLE RENFRO	MORENO V	92551	116.05	11.61	22.98	150.62
31605015007	479251015	684277	PEREZ, YARI (RENT)	15159	CALLE RENFRO	92551-7018	VAZQUEZ ROMY	15159 CALLE RENFRO	MORENO V	92551	105.01	10.501	20.79	136.3
53324235002	312280013	684277	GARIBAY, ESTHER	17299	CALLE RIO VISTA	92551-6324	GARIBAY ESTHER C	17299 CALLE RIO VISTA	MORENO V	92551	332.40	33.24	65.82	431.44
96867915006	312280016	684277	CANCHOLA, OMAR (OWNR)	17323	CALLE RIO VISTA	92551-6325	CANCHOLA OMAR E	17323 CALLE RIO VISTA	MORENO V	92551	155.40	15.54	30.77	201.70
31342225003	312280021	684277	HEREDIA, YAZMIN (RENT)	17363	CALLE RIO VISTA	92551-6325	DENSON SCYRAPHENIA	17363 CALLE RIO VISTA	MORENO V	92551	37.28	3.728	7.38	48.38
91993725005	312290007	684277	ALCARAZ, MARGARITA (RENT)	17419	CALLE RIO VISTA	92551-6326	NAVARRO RUBEN	17419 CALLE RIO VISTA	MORENO V	92551	255.40	25.54	50.57	331.50
72579425008	312290011	684277	TUEROS, LADY	17451	CALLE RIO VISTA	92551-6326	MORENO ALBERT L	17451 CALLE RIO VISTA	MORENO V	92551	105.40	10.54	20.87	136.80
96288655009	486422040	684277	VINH, LUC	15380	CALLE ROSA	92555-2959	VINH LUC	16061 WALKER CIR	WESTMINS	92683	210.29	21.03	41.64	272.94
90246193000	486442019	684277	SOTO, MARIA	16240	CALLE SERENA	92551-1637	KAHLON KARAMJIT	16240 CALLE SERENA	MORENO V	92551	255.29	25.53	50.55	331.36
93805075005	486452005	684277	BARRERA, JORGE	16265	CALLE SERENA	92551-1639	BARRERA JORGE A	16265 CALLE SERENA	MORENO V	92551	255.18	25.518	50.53	331.22
71160105005	486452002	684277	RODRIGUEZ, JOEL	16295	CALLE SERENA	92551-1639	SOTO MARIA A	16295 CALLE SERENA	MORENO V	92551	255.29	25.53	50.55	331.36
31531235009	486453003	684277	RODRIGUEZ, ROBERT	16302	CALLE SERENA	92551-1638	RODRIGUEZ ROBERT	16302 CALLE SERENA	MORENO V	92551	277.78	27.78	55.00	360.54
99457313009	486453005	684277	CHANG, GINGER	16322	CALLE SERENA	92551-1638	CHANG GINGER J	16322 CALLE SERENA	MORENO V	92551	255.40	25.54	50.57	331.50
87161303003	308463004	684277	STEEN, LILLIE	26779	CALLE VEJAR	92555-4117	STEEN LILLIE	26779 CALLE VEJAR	MORENO V	92555	271.19	27.12	53.70	352.00
31160555009	291493033	684277	ARNOLD, ROBERT (RENT)	12075	CAMBRIDGE CT	92557-6832	PRUDENT OPTION	1138 N BROAD AVE	WILMINGT	90744	551.75	55.18	109.25	716.16
31573565001	291493036	684277	GOLDEN, REGINA (OWNR)	12107	CAMBRIDGE CT	92557-6847	GOLDEN REGINA	12107 CAMBRIDGE CT	MORENO V	92557	28.14	2.81	5.57	36.52
31597385008	312212034	684277	MCGEE, TONI	25570	CAMINO BELLAGIO	92551-2167	CARTWRIGHT TILLMAN JANICE	1307 W SCHOOL ST	COMPTON	90220	255.29	25.53	50.55	331.36
31497975007	312202030	684277	BUTLER, SALLIE	25638	CAMINO BELLAGIO	92551-2143	PHILLIPS MARILYN	25638 CAMINO BELLAGIO	MORENO V	92551	149.31	14.93	29.56	193.80
31377325008	312202028	684277	ESPITLA, SALUSTRIO (RENT)	25662	CAMINO BELLAGIO	92551-2143	PISCOPO SANDRA M	25662 CAMINO BELLAGIO	MORENO V	92551	320.48	32.048	63.46	415.98
31510835007	312191026	684277	JONES, BENNIE	25510	CAMINO CASTILLO	92551-2117	JONES BENNIE RUTH	25510 CAMINO CASTILLO	MORENO V	92551	332.40	33.24	65.82	431.44
96840265009	312193007	684277	STONE, SANDRA AND CORY	25603	CAMINO CASTILLO	92551-2122	STONE CORY D	25603 CAMINO CASTILLO	MORENO V	92551	255.29	25.53	50.55	331.36
93279665009	312192009	684277	JONES, MICHELLE (OWNR)	25630	CAMINO CASTILLO	92551-2121	JONES PAMELA J	25630 CAMINO CASTILLO	MORENO V	92551	130.29	13.03	25.80	169.10
31595985006	475220059	684277	SANCHEZ, SARA	11730	CAMINO DE LA VISTA D	92557-6414	SANCHEZ ZENON	11730 CAMINO DE LA VISTADR	MORENO V	92557	255.29	25.53	50.55	331.36
94108755000	475221001	684277	KNIGHT, ETHEL (RENT)	11743	CAMINO DE LA VISTA D	92557-6415	MILLER WILLIAM JOSEPH	P O BOX 10328	MORENO V	92552	110.36	11.04	21.85	143.24
85548305003	475231035	684277	NGUYEN, ROSEMARY	11803	CAMINO DE LA VISTA D	92557-6415	NGUYEN ROSEMARY	11803 CAMINO DE LA VISTADR	MORENO V	92557	255.18	25.518	50.53	331.22
97102435008	475300038	684277	GOMEZ, TERESA (OWNR)	11877	CAMINO DE LA VISTA D	92557-6416	GOMEZ TERESA	11877 CAMINO DE LA VISTADR	MORENO V	92557	185.40	18.54	36.71	240.64
31374145003	475300040	684277	MONTOYA, SILVIA (RENT)	11897	CAMINO DE LA VISTA D	92557-6416	CORRALES ART	9160 HORNBY AVE	WHITTIER	90603	332.64	33.26	65.86	431.76
31419455000	475233025	684277	ZUNIGA, IRA (RENT)	24928	CAMINO DE ORO WAY	92557	ZUNIGA URBANO	24928 CAMINO DE ORO WAY	MORENO V	92557	183.21	18.32	36.28	237.80
31300245007	475233016	684277	BARRAGAN, ERNESTO	24945	CAMINO DE ORO WAY	92557-6407	BARRAGAN AMPELIA	24945 CAMINO DE ORO WAY	MORENO V	92557	255.29	25.53	50.55	331.36
94169385000	475233021	684277	MENDEZ, LAURA (OWNR)	24986	CAMINO DE ORO WAY	92557-6406	MENDEZ LAURA	24986 CAMINO DE ORO WAY	MORENO V	92557	255.40	25.54	50.57	331.50
93984285004	312340055	684277	RAMIREZ, ADRIANA	17693	CAMINO DEL REY	92551-6352	LLANTADA FRANK J	8255 BARNWOOD LN	RIVERSIDE	92508	368.10	36.81	72.88	477.78
72001835007	312340066	684277	VAXTER, ROSE	17779	CAMINO DEL REY	92551-6354	VAXTER ROSE L	17779 CAMINO DEL REY	MORENO V	92551	255.40	25.54	50.57	331.50
81565955004	312340070	684277	GIBSON, STACY (RENT)	17811	CAMINO DEL REY	92551-6356	TRUONG KEVIN Q	47 TRAILWOOD	IRVINE CA	92620	55.40	5.54	10.97	71.90
91294913008	312340071	684277	BECKFORD, JANIS	17819	CAMINO DEL REY	92551-6356	BECKFORD JANIS Y	17819 CAMINO DEL REY	MORENO V	92551	255.29	25.53	50.55	331.36
86461163007	312342001	684277	GOODEN, DERWIN (OWNR)	17835	CAMINO DEL REY	92551-6356	GOODEN DERWIN	17835 CAMINO DEL REY	MORENO V	92551	59.18	5.92	11.72	76.80
86682925009	312342002	684277	ESCOBAR, YUNY	17843	CAMINO DEL REY	92551-6356	ALEMAN MARVIN O	17843 CAMINO DEL REY	MORENO V	92551	63.96	6.40	12.66	83.02
31124145002	312342009	684277	THOMPSON, RICHARD (OWNR)	17899	CAMINO DEL REY	92551-6356	VALENZUELA SANDRA	17899 CAMINO DEL REY	MORENO V	92551	397.14	39.71	78.63	515.48
31372575006	486151010	684277	ROCHIN, RAMONA AND ARMAND	15473	CAMINO GRANDE	92551-7063	GANDHI RAJENDRA N	670 WHITE MOUNTAIN CIR	MORENO V	92553	255.40	25.54	50.57	331.50
97268865006	486151009	684277	BLANK, GRACIA MAE (OWNR)	15485	CAMINO GRANDE	92551-7063	BLANK GRACIA MAE	15485 CAMINO GRANDE	MORENO V	92551	255.40	25.54	50.57	331.50
94395535000	486421014	684277	HENDRICKS, JOYCELAND	26290	CAMINO LARGO	92555-2979	HENDRICKS JOYCELAND A	26290 CAMINIO LARGO	MORENO V	92555	332.40	33.24	65.82	431.44
31422255006	486421016	684277	MURILLO, FRANCISCA (OWNR)	26310	CAMINO LARGO	92555-2979	MURILLO HOMAR	26310 CAMINO LARGO	MORENO V	92555	139.88	13.99	27.70	181.56
48451055008	486421020	684277	SUMLIN, SHIRLEY	26350	CAMINO LARGO	92555-2978	SUMLIN SHIRLEY A	26350 CAMINO LARGO	MORENO V	92555	332.76	33.28	65.89	431.92

89683165003	312212016	684277	SMOOT, JOANA	25584	CAMINO MARILENA	92551-2198	CARRANZA JOSE ADALID	25584 CAMINO MARILENA	MORENO V	92551	332.40	33.24	65.82	431.44
31432885003	304190016	684277	VALDEZ, SALVADOR	15835	CAMINO REAL	92555-5927	CREEKSIDE PRODUCTS	3239 LA VINA WAY	PASADENA	91107	255.40	25.54	50.57	331.50
86278673008	304190017	684277	WILBORN, ANNETTE (OWNR)	15847	CAMINO REAL	92555-5927	WILBORN ANNETTE R	15847 CAMINO REAL ST	MORENO V	92555	255.40	25.54	50.57	331.50
52058575005	304220072	684277	VIRAMONTES, GRACIELA (RENT)	15872	CAMINO REAL	92555-5928	STRONG BOBBY D	15872 CAMINO REAL ST	MORENO V	92555	80.23	8.023	15.89	104.12
95547105005	304220002	684277	PATTERSON, WILLIE J	15883	CAMINO REAL	92555-5927	PATTERSON WILLIE J	15883 CAMINO REAL ST	MORENO V	92555	255.29	25.53	50.55	331.36
83318665007	312332006	684277	PALAFOX, VERONICA (OWNR)	25920	CAMINO ROSADA	92551-6342	MOSQUERA MARCO	25920 CAMINO ROSADA	MORENO V	92551	105.40	10.54	20.87	136.80
88909943000	312341012	684277	SMITH, JESSIE (OWNR)	17668	CAMINO SAN SIMEON	92551-6367	CUNNINGHAM LEAH MICHELLE	17668 CAMINO SAN SIMEON	MORENO V	92551	205.29	20.529	40.65	266.46
66599105001	312341010	684277	CORTEZ, KEVIN	17684	CAMINO SAN SIMEON	92551-6367	LOPEZ JUAN PEDRO	17684 CAMINO SAN SIMEON	MORENO V	92551	360.81	36.08	71.44	468.32
91742483006	312341005	684277	NGATI, EMMANUEL	17724	CAMINO SAN SIMEON	92551-6369	NGATI EMMANUEL K	17724 CAMINO SAN SIMEON	MORENO V	92551	258.92	25.89	51.27	336.06
31550945000	312341003	684277	NUNNERY, ELLENA (OWNR)	17740	CAMINO SAN SIMEON	92551-6369	NUNNERY ELLENA J	17740 CAMINO SAN SIMEON	MORENO V	92551	55.40	5.54	10.97	71.90
74495645009	312341001	684277	MURPHY, CHALON	17756	CAMINO SAN SIMEON	92551-6369	DO QUI DINH	17756 CAMINO SAN SIMEON	MORENO V	92551	191.77	19.18	37.97	248.90
93207835005	312340011	684277	MONTGOMERY, LAVOUN (RENT)	17778	CAMINO SAN SIMEON	92551-6369	VIDANA FERREOL	17778 CAMINO SAN SIMEON	MORENO V	92551	148.06	14.806	29.32	192.18
92939523009	312340019	684277	PAGE, JOSEPH	17797	CAMINO SAN SIMEON	92551-6370	BEREAL CHRISTINE	17797 CAMINO SAN SIMEON	MORENO V	92551	255.29	25.53	50.55	331.36
97059505005	312340008	684277	PARKER, STEVE	17802	CAMINO SAN SIMEON	92551-6371	GRAMALKI KHOSRW KHAKZAD	17802 CAMINO SAN SIMEON	MORENO V	92551	255.18	25.518	50.53	331.22
58482355007	312340013	684277	ELLIS, SHANICE (RENT)	17845	CAMINO SAN SIMEON	92551-6372	NGUYEN DAVID DUC	17845 CAMINO SAN SIMEON	MORENO V	92551	255.64	25.564	50.62	331.82
74855825006	312340074	684277	CRUZ, KATHRYN	17853	CAMINO SAN SIMEON	92551-6372	SANCHEZ RAMON	17853 CAMINO SAN SIMEON	MORENO V	92551	321.10	32.11	63.58	416.78
31083885004	312334023	684277	HERNANDEZ, JANET AND JOSE	17495	CAMINO SONRISA	92551-6338	HERNANDEZ JOSE A	17495 CAMINO SONRISA	MORENO V	92551	255.40	25.54	50.57	331.50
58450105007	312334014	684277	BARGANIER, BEVERLY	17585	CAMINO SONRISA	92551-6374	BARGANIER BARRY	17585 CAMINO SONRISA	MORENO V	92551	28.40	2.84	5.62	36.86
89536973003	312334009	684277	WILLIAMS, JESSE	17635	CAMINO SONRISA	92551-6340	WILLIAMS JESSE D	17635 CAMINO SONRISA	MORENO V	92551	191.22	19.12	37.86	248.20
31532135008	312334007	684277	ROBINSON, ALTHEA	17655	CAMINO SONRISA	92551-6340	LUNA ARELLANO AMBROSIO	17655 CAMINO SONRISA	MORENO V	92551	255.40	25.54	50.57	331.50
91416635006	312334002	684277	BENNET, SHARON	17705	CAMINO SONRISA	92551-6341	BENNETT JAMES EARL	17705 CAMINO SONRISA	MORENO V	92551	309.51	30.95	61.28	401.74
90102935000	478132034	684277	PULSAKOWSKI, GEORGE	28847	CAMPBELL AVE	92555-6910	PULSAKOWSKI GEORGE K	28847 CAMPBELL AVE	MORENO V	92555	255.18	25.518	50.53	331.22
31398855002	478420007	684277	ELDA, BENJAMIN	29020	CAMPBELL AVE	92555-7203	LOERA BENJAMIN	29020 CAMPBELL AVE	MORENO V	92555	271.78	27.18	53.81	352.76
31391125001	478421008	684277	HOLT, THOMAS	29235	CAMPBELL AVE	92555-7200	HOLT THOMAS D	29235 CAMPBELL AVE	MORENO V	92555	255.18	25.518	50.53	331.22
97531125003	487441006	684277	PAZ, RICARDO (RENT)	26861	CAMPUS POINT DR	92555-3705	CHIEN YUNG HUI	26861 CAMPUS POINT DR	MORENO V	92555	74.42	7.442	14.74	96.58
31623425004	264132010	684277	GUITERREZ, RICARDO	23580	CANDLE SHOE CT	92557-6217	GUTIERREZ RICARDO	23580 CANDLE SHOE CT	MORENO V	92557	255.29	25.53	50.55	331.36
59143125003	474513003	684277	EVANS, JAMES SCOTT	24560	CANDLEBUSH CT	92557-4130	EVANS JAMES S	24560 CANDLE BUSH CT	MORENO V	92557	255.29	25.53	50.55	331.36
89946113005	474541027	684277	MARIMONTOS, CARMEN (RENT)	24712	CANDLENNA CT	92557-4139	SCHOOLSFIRST FEDERAL CREDIT UNION	15442 NEWPORT AVE	TUSTIN CA	92780	218.74	21.87	43.31	283.92
31074965006	474541011	684277	BURT, JEREMY (RENT)	24749	CANDLENUT CT	92557-4141	CANDLENUTED TR SETTLOR & BUSINESS	P O BOX 1062	SAN GABRI	91778	191.66	19.17	37.95	248.76
95441885007	474541022	684277	JENKINS, RYAN	24784	CANDLENUT CT	92557-4141	JENKINS BRENT C	1372 RIMROAD	RIVERSIDE	92506	332.40	33.24	65.82	431.44
31175645009	474541020	684277	LUNA, FABIOLA (OWNR)	24808	CANDLENUT CT	92557-4141	LUNA JOSUE	24808 CANDLENUT CT	MORENO V	92557	255.40	25.54	50.57	331.50
31576095007	474541018	684277	BROOKS, VANESSA	24824	CANDLENUT CT	92557-4141	BROOKS VANESSA	24824 CANDLENUT CT	MORENO V	92557	155.29	15.53	30.75	201.56
88792735004	487202021	684277	KANG, YONG	12593	CANDLEWOOD LN	92555-2242	HAN THOMAS C	12593 CANDLEWOOD LN	MORENO V	92555	255.40	25.54	50.57	331.50
86992073000	487202017	684277	TOMS, SANDY (RENT)	12649	CANDLEWOOD LN	92555-2242	MARROQUIN FRANKLIN	1239 N MINTEER ST	ANAHEIM	92801	63.96	6.40	12.66	83.02
96992135006	487203004	684277	HERRERA, ELIAS	12662	CANDLEWOOD LN	92555-2241	HERRERA ELIAS	12662 CANDLEWOOD LN	MORENO V	92555	255.29	25.53	50.55	331.36
31510335002	484182004	684277	PAYNE, DEBRA (OWNR)	14656	CANDOR CT	92553-4978	PAYNE DEBRA D	14656 CANDOR CT	MORENO V	92553	265.98	26.60	52.66	345.24
94620465005	316133017	684277	HOWARD, SANDRA	16709	CANOE COVE	92551-7404	MAGANA VICTOR MANUEL	16709 CANOE COVE	MORENO V	92551	485.20	48.52	96.07	629.78
95832235004	304434016	684277	BUHR, ANT	29015	CANTABRIA CT	92555-7309	BUHR EDWARD CURTIS	29015 CANTABRIA CT	MORENO V	92555	188.52	18.85	37.33	244.68
98208645018	304433023	684277	STEPHENSON, BRENT (OWNR)	29044	CANTABRIA CT	92555-7309	STEPHENSON BRENT A	29044 CANTABRIA CT	MORENO V	92555	255.40	25.54	50.57	331.50
69973975002	478371001	684277	KYLES, LEOTA	13255	CANTERBURY DOWNS V	92555-8400	KYLES JEROME	13255 CANTERBURY DOWNS WAY	MORENO V	92555	255.18	25.518	50.53	331.22
31591675000	478370012	684277	ESPELETA, MARCELINA	13278	CANTERBURY DOWNS V	92555-8400	ESPELETA DWIGHT	13278 CANTERBURY DOWNS WAY	MORENO V	92555	255.40	25.54	50.57	331.50
31633335002	478371003	684277	ELLIOT, RUBY	13295	CANTERBURY DOWNS V	92555-8400	ELLIOTT RUBY	13295 CANTERBURY DOWNS WAY	MORENO V	92555	255.40	25.54	50.57	331.50
31159845001	478370007	684277	ADAMS, TICIA (RENT)	13398	CANTERBURY DOWNS V	92555-8402	BOROC VINCENT P	13398 CANTERBURY DOWNS WAY	MORENO V	92555	256.59	25.659	50.80	333.04
93477085001	264361015	684277	VELASQUEZ, MARICELA	11654	CANVASBACK CIR	92557-5400	VELAZQUEZ JUAN	2419 S MARIGOLD PL	ONTARIO	91761	255.29	25.53	50.55	331.36
91262405002	264361019	684277	SUAREZ, SIMONA	11663	CANVASBACK CIR	92557-5414	SUAREZ SIMONA	11663 CANVASBACK CIR	MORENO V	92557	255.18	25.518	50.53	331.22
71377345005	264361023	684277	GONZALEZ, ANABELLE (OWNR)	11703	CANVASBACK CIR	92557-5414	GONZALEZ IGNACIO	11703 CANVASBACK CIR	MORENO V	92557	255.40	25.54	50.57	331.50
86652773003	474632001	684277	KEHNT, DANIELLE	10161	CANYON VISTA RD	92557-3048	CARLYLE KEHNT DANIELLE	10161 CANYON VISTA RD	MORENO V	92557	255.40	25.54	50.57	331.50
96385065007	474621010	684277	ZAMBRANO, SUSAN	10280	CANYON VISTA RD	92557-3041	SERRANO CHARLES J	10280 CANYON VISTA RD	MORENO V	92557	255.29	25.53	50.55	331.36
80719595004	474611013	684277	DONERSON-STONE, LAURA	10430	CANYON VISTA RD	92557-3028	STONE LARRY E	10430 CANYON VISTA RD	MORENO V	92557	255.29	25.53	50.55	331.36
31195935006	474611011	684277	ALVIN, THORNTON (RENT)	10450	CANYON VISTA RD	92557-3030	MOTTE MICHAEL JOHN	6320 LEPPRECHAUN DR	OLYMPIA	98502	255.40	25.54	50.57	331.50
31327925007	474601007	684277	KEIZER, DOUGLAS	10570	CANYON VISTA RD	92557-3033	KEIZER DOUGLAS J	10570 CANYON VISTA RD	MORENO V	92557	255.29	25.53	50.55	331.36
31267185000	474602024	684277	NUGENT, LEFFORD	10589	CANYON VISTA RD	92557-3031	NUGENT WINIFRED	10589 CANYON VISTA RD	MORENO V	92557	255.29	25.53	50.55	331.36
66374035004	474601003	684277	GALLEGOS, MIKE	10610	CANYON VISTA RD	92557-3033	GALLEGOS MICHAEL PAUL	10610 CANYON VISTA RD	MORENO V	92557	255.18	25.518	50.53	331.22
61369755007	474601002	684277	DARDEN, DENISE	10620	CANYON VISTA RD	92557-3033	DARDEN DENISE	694 WARWICK AVE	THOUSAND	91360	255.40	25.54	50.57	331.50
31192985002	474602017	684277	DURON, CHRISTINE	10711	CANYON VISTA RD	92557-3000	HOUSEHOLDER RONALD E	10711 CANYON VISTA RD	MORENO V	92557	255.29	25.53	50.55	331.36
92556865009	474602026	684277	PINTOR, ALICIA	24090	CANYON WOODS CIR	92557-3007	PINTOR EDMUND	24090 CANYON WOODS CIR	MORENO V	92557	255.29	25.53	50.55	331.36
91726183002	485151027	684277	RINCON, RAFAEL AND ARACELI	15250	CANYONSTONE DR	92551-7659	RINCON RAFAEL	15250 CANYONSTONE DR	MORENO V	92551	93.61	9.361	18.53	121.5
96413685007	485151028	684277	JIMENEZ, JOSE M	15270	CANYONSTONE DR	92551-7659	JIMENEZ JOSE M	15270 CANYONSTONE DR	MORENO V	92551	255.29	25.53	50.55	331.36
62284195005	485153025	684277	NICKS, KRISTIN	15279	CANYONSTONE DR	92551-7641	LARA MANUEL OCAMPO	12671 BOLIVAR PL	GARDEN G	92843	219.28	21.93	43.42	284.62
93187765003	485151030	684277	JAIMEZ, MICHAEL T AND VICTORIA	15290	CANYONSTONE DR	92551-7659	JAIMEZ MICHAEL T	P O BOX 9481	GAITHERSB	20898	267.50	26.75	52.97	347.20
92038165005	485162005	684277	NOLEN, OLIVE AND ROYCE (RENT)	15400	CANYONSTONE DR	92551-7658	ARCEO BENJAMIN	15400 CANYONSTONE DR	MORENO V	92551	63.63	6.363	12.60	82.58
31623915001	485162007	684277	BENSON, EBONY (RENT)	15416	CANYONSTONE DR	92551-7658	ODONNELL JOHN	2801 HARBOUR TOWN TR	ONTARIO	91761	255.40	25.54	50.57	331.50
86847433001	485162008	684277	JENSEN, TINA M	15422	CANYONSTONE DR	92551-7658	JENSEN TINA M	15422 CANYONSTONE DR	MORENO V	92551	255.40	25.54	50.57	331.50
31292735003	485162010	684277	JOHNSON, WILLIAM	15434	CANYONSTONE DR	92551-7629	HOMESTRONG USA FUND 1	8711 MONROE CT NO A	RANCHO C	91730	161.77	16.18	32.03	209.96
61026785007	485161047	684277	MINNIFIELD, SHONNA (RENT)	15437	CANYONSTONE DR	92551-7638	DUSSEAU GERALD J	2666 RAVEN CIR	CORONA C	92882	151.21	15.12	29.94	196.26

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96870285002	485162016	684277	DOAN, QUANG THANH	15482	CANYONSTONE DR	92551-7629	DOAN QUANG THANH	P O BOX 203	WESTMINS	92684	369.20	36.92	73.10	479.22
59948675009	487400035	684277	PLUMMER, HOWARD	26202	CAPAY BAY CT	92555-2474	PLUMMER HOWARD D	26202 CAPAY BAY DR	MORENO V	92555	63.96	6.40	12.66	83.02
94147585004	487431033	684277	SHIAMABUKURO, ARIANE	26267	CAPAY BAY CT	92555-2477	SHIMABUKURO GREG	26267 CAPAY BAY CT	MORENO V	92555	155.40	15.54	30.77	201.70
65467975009	487421019	684277	TRIMBLE, MICHAEL (RENT)	26284	CAPAY BAY CT	92555-2476	KHWAJA ZIAUDDIN	11006 BRADFORD CIR	CERRITOS	90703	171.36	17.14	33.93	222.42
89908025004	487431029	684277	SMITH, RANA	26325	CAPAY BAY CT	92555-2440	HIPPOZE BULK INV	600 CENTRAL AVE NO G2	LAKE ELSIN	92530	487.40	48.74	96.51	632.64
65798625001	487421022	684277	ALLISON, SHERRY	26326	CAPAY BAY CT	92555-2439	ALLISON SHERI L	26326 CAPAY BAY CT	MORENO V	92555	255.29	25.53	50.55	331.36
86146803000	487431026	684277	REYES, JOEL G AND TERESA	26363	CAPAY BAY CT	92555-6817	ZHU JIANFENG	1034 SUMMITRIDGE DR	DIAMOND	91765	155.40	15.54	30.77	201.70
31295775007	482582032	684277	STOWELL, REGINA	24769	CAPE COD ST	92553-5861	STOWELL REGINA MARIE	24769 CAPE COD ST	MORENO V	92553	267.81	26.78	53.03	347.60
86485273003	482582030	684277	REYES, LORENZA	24791	CAPE COD ST	92553-5861	REYES PAULINO	24791 CAPE COD ST	MORENO V	92553	255.29	25.53	50.55	331.36
86891043001	482582020	684277	FUTCH, MARCUS (RENT)	24804	CAPE COD ST	92553-5822	MARTINEZ FRANK	24804 CAPE COD ST	MORENO V	92553	138.02	13.802	27.33	179.14
81805735001	482582021	684277	RODRIGUEZ, CHRISTINE	24816	CAPE COD ST	92553-5822	RODRIGUEZ RAUL	24816 CAPE COD ST	MORENO V	92553	255.40	25.54	50.57	331.50
88485925005	482582028	684277	LENNON, WILLIAM	24819	CAPE COD ST	92553-5822	MONSISVAIS ANTONIO	24819 CAPE COD ST	MORENO V	92553	475.89	47.59	94.23	617.70
86219995005	482582024	684277	BENEGAS, JUAN MANUEL	24866	CAPE COD ST	92553-5822	VENEGAS JUAN M	24866 CAPE COD ST	MORENO V	92553	255.29	25.53	50.55	331.36
89115063007	487431057	684277	NUNEZ, OSCAR (OWNR)	26295	CAPE MENDOCINO CT	92555-2434	NUNEZ OSCAR	4839 KANSAS ST	SAN DIEGO	92116	255.40	25.54	50.57	331.50
87523095008	487431040	684277	MARTIN, DELORES (OWNR)	26326	CAPE MENDOCINO CT	92555-6815	HUNT TRACY KEVIN	8325 POCONO CT	CORPUS CI	78414	51.28	5.13	10.15	66.56
58817495005	487431052	684277	TELLEZ, NORA (RENT)	26363	CAPE MENDOCINO CT	92555-2437	MARTIN JOHN S	4647 PURDUE AVE	CULVER CI	90230	255.40	25.54	50.57	331.50
95325135000	260291014	684277	JORDAN, JERRY	10180	CARIBOU CIR	92557-2820	JORDAN JERRY T	10180 CARIBOU CIR	MORENO V	92557	255.29	25.53	50.55	331.36
91183043006	260291017	684277	LINARES, MANUEL	10199	CARIBOU CIR	92557-2820	LINARES MANUAL SALVADOR	10199 CARIBOU CIR	MORENO V	92557	255.40	25.54	50.57	331.50
31219835005	482306014	684277	SANCHEZ, ESMERALDA (OWNR)	14686	CARLA JEAN DR	92553-2406	SANCHEZ ESMERALDA	14686 CARLA JEAN DR	MORENO V	92553	255.40	25.54	50.57	331.50
31219485008	482306020	684277	ESPINOZA, MATILDA	14746	CARLA JEAN DR	92553-3515	MARIN RUBEN	14746 CARLA JEAN DR	MORENO V	92553	155.29	15.53	30.75	201.56
57902425001	264322028	684277	COTTRELL, CALVIN G AND MARY	11765	CARLISLE CT	92557-6138	COTTRELL CALVIN GROVER	11765 CARLISLE CT	MORENO V	92557	255.29	25.53	50.55	331.36
93494015001	264322033	684277	CERVERA, DELORES	11805	CARLISLE CT	92557-6138	CERVERA JOSE	11805 CARLISLE CT	MORENO V	92557	255.29	25.53	50.55	331.36
58351075003	264322022	684277	WILLIAMSON, CHRIS	11806	CARLISLE CT	92557-6137	WILLIAMSON CHRISTOPHER JUSTIN	11806 CARLISLE CT	MORENO V	92557	255.29	25.53	50.55	331.36
96784575004	264322021	684277	BUI, TRUNG	11814	CARLISLE CT	92557-6137	BUI TRUNG MINH	11814 CARLISLE CT	MORENO V	92557	255.29	25.53	50.55	331.36
67034295008	264322035	684277	TOPETE, EMILIA (OWNR)	11821	CARLISLE CT	92557-6138	TOPETE EMILIA GIL	11821 CARLISLE CT	MORENO V	92557	21.40	2.14	4.24	27.76
82128575000	485212040	684277	PRYSOCK, MICHELLE (RENT)	24389	CARMAN LN	92551-6951	BALANE FERNANDO V	9204 RECHE VISTA DR	MORENO V	92557	191.77	19.18	37.97	248.90
31221615007	485212022	684277	SOSA, GRACIE AND OMAR	24410	CARMAN LN	92551-6944	SOSA OMAR	24410 CARMAN LN	MORENO V	92553	255.29	25.53	50.55	331.36
95290465006	485212027	684277	MONTERO, FELICIA (OWNR)	24462	CARMAN LN	92551-6945	MONTERO HUMBERTO	24462 CARMAN LN	MORENO V	92551	212.55	21.26	42.08	275.88
49323335000	485212028	684277	GODOY, GERARDO (OWNR)	24474	CARMAN LN	92551-6945	FRACIA JOSE FCO	24474 CARMAN LN	MORENO V	92551	255.29	25.53	50.55	331.36
31121385007	485212032	684277	ENRIQUEZ, NANCY	24485	CARMAN LN	92551-6945	HERNANDEZ MARIA	24485 CARMAN LN	MORENO V	92551	206.06	20.61	40.80	267.46
31111645004	486354001	684277	COVARRUBIAS, LAURA (OWNR)	15555	CARMEL VERDE LN	92551-1920	COVARRUBIAS ADAM	15555 CARMEL VERDE LN	MORENO V	92551	255.18	25.518	50.53	331.22
31559235000	486353005	684277	ROBINSON, EDWARD	15575	CARMEL VERDE LN	92551-1954	ROBINSON ANGELA M	15575 CARMEL VERDE LN	MORENO V	92551	255.29	25.53	50.55	331.36
31160565007	486352029	684277	MERKELBACH, ALLEN (RENT)	15596	CARMEL VERDE LN	92551-1921	MERKELBACH FRANK	15596 CARMEL VERDE LN	MORENO V	92551	203.36	20.34	40.27	263.96
97711555000	486365011	684277	PAEA, ANA (RENT)	15635	CARMEL VERDE LN	92551-1923	COMLEY JAC ANN	2834 HAMNER AVE	NORCO CA	92860	116.17	11.62	23.00	150.78
95473335006	486365007	684277	HARRIS, DONALD	15675	CARMEL VERDE LN	92551-1924	HARRIS DONALD	15675 CARMEL VERDE LN	MORENO V	92551	255.29	25.53	50.55	331.36
75051105002	486365006	684277	PALMA, ANA (OWNR)	15685	CARMEL VERDE LN	92551-1924	RIVERA CARLOS	15685 CARMEL VERDE LN	MORENO V	92551	332.64	33.26	65.86	431.76
96606295008	486364029	684277	BARKER, OLECIA	15706	CARMEL VERDE LN	92551-1925	BARKER OLECIA A	15706 CARMEL VERDE LN	MORENO V	92551	332.64	33.26	65.86	431.76
31296325000	486365013	684277	FLETCHER, LINDA	15735	CARMEL VERDE LN	92551-1955	FLETCHER LYNDA	15735 CARMEL VERDE LN	MORENO V	92551	105.29	10.53	20.85	136.66
51304015002	304070044	684277	OTT, MICHAEL	28579	CARNOUSTIE AVE	92555-7008	OTT JENNIFER	28579 CARNOUSTIE AVE	MORENO V	92555	255.29	25.53	50.55	331.36
31306615006	304070040	684277	GUYTON, ROBERT (RENT)	28619	CARNOUSTIE AVE	92555-7009	JACKSON ERNESTEEN	28619 CARNOUSTIE AVE	MORENO V	92555	63.96	6.40	12.66	83.02
93624265000	488050015	684277	SOTO, ADOLFO	27410	CAROL PL	92555-2116	SOTO ADOLFO L	27410 CAROL PL	MORENO V	92555	41.50	4.15	8.22	53.86
31356555003	485175001	684277	IKPA, UDUMA AND EHICHANYA	24345	CAROLEE AVE	92551-7691	24345 CAROLEE	3074 OCELOT CIR	CORONA C	92882	128.14	12.81	25.37	166.32
31249095007	485175010	684277	STIGER, ANTHONY (RENT)	24423	CAROLEE AVE	92551-3674	EMC MORTGAGE CORP	2780 LAKE VISTA DR	LEWISVILL	75067	255.40	25.54	50.57	331.50
31118715004	485175011	684277	SCOTT, VANESSA (RENT)	24433	CAROLEE AVE	92551-3674	DANIEL DAVID A	24433 CAROLEE AVE	MORENO V	92551	63.63	6.363	12.60	82.58
96216875004	486021010	684277	DIMAS, ELENA (RENT)	15042	CAROLINA AVE	92551-7069	CARL EVAN	15307 VIA ALICIA DR	MORENO V	92551	267.81	26.78	53.03	347.6
91500623009	486025021	684277	FERREL, KARLA	15109	CAROLINA AVE	92551-7006	ATKINSON ANTHONY EUGENE	15109 CAROLINA AVE	MORENO V	92551	255.29	25.53	50.55	331.36
68591575007	486025020	684277	ALEXANDER, KINDRA AND CLIFFO	15119	CAROLINA AVE	92551-7006	ALEXANDER KINDRA M	15119 CAROLINA AVE	MORENO V	92551	191.77	19.18	37.97	248.90
94278395007	486022003	684277	COBERT, JULIE	15148	CAROLINA AVE	92551-7007	BUTLER EARNESTINE	25559 CALLITA ST	MORENO V	92551	191.39	19.14	37.90	248.42
66096865008	486022004	684277	BARRADAS, ROBERTO	15160	CAROLINA AVE	92551-7007	ZAMORA EFREN	15160 CAROLINA AVE	MORENO V	92551	91.22	9.122	18.06	118.4
96155985001	486022008	684277	ESTRADA, JOSE (OWNR)	15210	CAROLINA AVE	92551-7032	ESTRADA JOSE LUIS	15210 CAROLINA AVE	MORENO V	92551	205.29	20.53	40.65	266.46
93424115007	482631027	684277	REYES, RUTH AND RIGOBERTO	24681	CAROLYN AVE	92553-3889	REYES RUTH	24681 CAROLYN AVE	MORENO V	92553	55.40	5.54	10.97	71.9
95793265001	482633044	684277	COLEMAN, LONNIE	24702	CAROLYN AVE	92553-3881	COLEMAN LONNIE JAMES	24702 CAROLYN AVE	MORENO V	92553	255.40	25.54	50.57	331.50
92787925008	482202021	684277	DOSWELL, INA A	24776	CAROLYN AVE	92553-3829	WAGTER JOHN L	18231 ROBERTS RD	RIVERSIDE	92508	49.72	4.97	9.84	64.52
52679125003	482203003	684277	BLANCO, JESUS (OWNR)	24785	CAROLYN AVE	92553-3832	BLANCO JESUS	24785 CAROLYN AVE	MORENO V	92553	255.18	25.518	50.53	331.22
57265215007	482203006	684277	AGUILAR, THOMAS	24821	CAROLYN AVE	92553-3864	AGUILAR THOMAS W	24821 CAROLYN AVE	MORENO V	92553	128.03	12.80	25.35	166.18
93006635003	482202015	684277	SHEGOG, DEBORAH	24848	CAROLYN AVE	92553-3865	CONRAD EDMOND THEODORE	24848 CAROLYN AVE	MORENO V	92553	255.40	25.54	50.57	331.50
74897595006	473180044	684277	TRUJILLO, HECTOR	11390	CARRIE LN	92555-5205	TRUJILLO HECTOR	11390 CARRIE LN	MORENO V	92555	255.29	25.53	50.55	331.36
86351345003	473180046	684277	RICHARDSON, WILLIAM	11430	CARRIE LN	92555-5208	RICHARDSON WILLIAM	11430 CARRIE LN	MORENO V	92555	255.18	25.518	50.53	331.22
31104465006	259422017	684277	LOPEZ, SYLVIA	10010	CARTAGENA DR	92557-2665	LOPEZ JOSE	10010 CARTAGENA DR	MORENO V	92557	199.72	19.97	39.54	259.22
92792213007	260381011	684277	GREEN WOMACK, MADOLYN	10120	CARTAGENA DR	92557-2667	WOMACK ROMA GREEN	7207 RIVERBROOK CT	ARLINGTO	76001	255.29	25.53	50.55	331.36
31227875009	260381012	684277	ROSS, GAYLE	10130	CARTAGENA DR	92557-2667	ROSS MICHAEL A	10130 CARTAGENA DR	MORENO V	92557	255.29	25.53	50.55	331.36
95679645003	260431016	684277	VINCSON, RUDOLPH AND JENNIFE	10200	CARTAGENA DR	92557-9021	GARCIA ANTONIO	10200 CARTAGENA DR	MORENO V	92557	339.13	33.91	67.15	440.18
66991485000	486121001	684277	GONZALES, MARIO (OWNR)	25504	CASA ENCANTADOR RD	92551-7077	GONZALEZ MARIO	25504 CASA ENCANTADOR RD	MORENO V	92551	255.18	25.518	50.53	331.22
58017965003	486121002	684277	HEREDIA, LEYDI (OWNR)	25518	CASA ENCANTADOR RD	92551-7077	ARROYO HUGO	25518 CASA ENCANTADOR DR	MORENO V	92551	63.96	6.40	12.66	83.02
94341275008	486123010	684277	CORPUZ JR, MACARIO	25531	CASA ENCANTADOR RD	92551-7075	CORPUZ MACARIO F	25531 CASA ENCANTADOR DR	MORENO V	92551	63.96	6.40	12.66	83.02

31220835003	486142011	684277	VILLANUEVA, JESSICA (RENT)	25810	CASA ENCANTADOR RD	92551-7039	LITCHFIELD SYLVIA A	2 HENDERSONVILLE STE B2	ASHEVILLE	28803	158.02	15.80	31.29	205.10
91521405001	486151041	684277	WAITES, SHANNON	25843	CASA ENCANTADOR RD	92551-7055	TRAN EDWARD	25843 CASA ENCANTADOR DR	MORENO V	92551	255.40	25.54	50.57	331.50
31202435005	486151047	684277	MANZANERO, GUADALUPE	25931	CASA ENCANTADOR RD	92551-7056	MANZANERO VICTOR	25931 CASA ENCANTADOR DR	MORENO V	92551	284.20	28.42	56.27	368.88
72296275000	486151051	684277	TAPIA, FRANCISCO	25991	CASA ENCANTADOR RD	92551-7056	TAPIA FRANCISCO	25991 CASA ENCANTADOR DR	MORENO V	92551	255.29	25.53	50.55	331.36
31575295003	486415003	684277	MARTON, JEAN (RENT)	26051	CASA ENCANTADOR RD	92555-2912	SANTANENO RICARDO RAMIREZ	50183 CALLE TOLOSA	COACHELL	92236	332.64	33.26	65.86	431.76
86681393002	486413040	684277	PALASOX, GUADALUPE (RENT)	26161	CASA ENCANTADOR RD	92555-2914	PALAFOX RAUL	26161 CASA ENCANTADOR RD	MORENO V	92555	255.40	25.54	50.57	331.50
98344355011	486421012	684277	TODD, DEBRAH (RENT)	26291	CASA ENCANTADOR RD	92555-2962	LUI SHUNG TING	26291 CASA ENCANTADOR RD	MORENO V	92555	255.40	25.54	50.57	331.50
86350635004	486421010	684277	HOLLOWAY, DANISHA	26311	CASA ENCANTADOR RD	92555-2960	HWANG ENOCH O	16003 SKYRIDGE DR	RIVERSIDE	92503	322.64	32.26	63.88	418.78
62278145008	486421007	684277	GRIGLY, ALITA	26341	CASA ENCANTADOR RD	92555-2960	SHERMAN DANA RAY	26341 CASA ENCANTADOR RD	MORENO V	92555	255.29	25.53	50.55	331.36
91420135003	486421006	684277	GUITIERREZ, LAURA (OWNR)	26351	CASA ENCANTADOR RD	92555-2960	GUTIERREZ LAURA	26351 CASA ENCANTADOR RD	MORENO V	92555	255.40	25.54	50.57	331.50
91685485007	486421013	684277	CROOK, GREG AND BERNICE (REN	26381	CASA ENCANTADOR RD	92555-2960	EDWARDS THOMAS J	26281 CASA ENCANTADOR RD	MORENO V	92555	63.63	6.363	12.60	82.58
89859205001	486421001	684277	BANKS, TEE (RENT)	26401	CASA ENCANTADOR RD	92555-2961	NGUYEN TIEU	P O BOX 10818	WESTMINS	92683	255.40	25.54	50.57	331.50
31604995004	486153026	684277	CHESTER, JAZMINE (RENT)	25800	CASA FANTASTICO DR	92551-7058	KAMINSKI NORMA	25800 CASA FANTASTICO DR	MORENO V	92551	191.77	19.177	37.97	248.9
89914005006	486153024	684277	TILLMAN, DIANA (RENT)	25828	CASA FANTASTICO DR	92551-7058	LEDESMA JOE G	5423 W 5TH ST	SANTA AN	92703	198.22	19.82	39.25	257.28
64097195009	486153023	684277	PEARSON, MIESHIA (RENT)	25842	CASA FANTASTICO DR	92551-7058	WANG JUN	25842 CASA FANTASTICO DR	MORENO V	92551	550.97	55.10	109.09	715.14
31392295003	486151003	684277	SHAWVER, MITCHELL (RENT)	25913	CASA FANTASTICO DR	92551-7060	COATES MENCIL	25913 CASA FANTASTICO DR	MORENO V	92551	63.63	6.363	12.60	82.58
94393045008	486153018	684277	PHILLIPS, DOUG	25914	CASA FANTASTICO DR	92551-1401	PHELPS DOUGLAS M	25914 CASA FANTASTICO DR	MORENO V	92551	255.18	25.518	50.53	331.22
96363695002	486151005	684277	MUHR, REX	25941	CASA FANTASTICO DR	92551-7060	MUHR REX	25941 CASA FANTASTICO DR	MORENO V	92551	332.40	33.24	65.82	431.44
52238565005	486153015	684277	MUNOZ, EULISES A	25954	CASA FANTASTICO DR	92551-1401	MUNOZ EULISES A	25954 CASA FANTASTICO DR	MORENO V	92551	255.29	25.53	50.55	331.36
31518355000	486131019	684277	PINEDA, RAFAEL	15293	CASA GRANDE ST	92551-1405	PINEDA LIZETTE PILAR	15293 CASA GRANDE ST	MORENO V	92551	255.29	25.53	50.55	331.36
91267173009	486132002	684277	GOMEZ, MARIO	15304	CASA GRANDE ST	92551-7079	GOMEZ RUBY E	15304 CASA GRANDE ST	MORENO V	92551	255.29	25.53	50.55	331.36
31306125009	486131009	684277	ROMANO, JESUS	15341	CASA GRANDE ST	92551-7081	VCB INV CORP	15341 CASA GRANDE ST	MORENO V	92551	255.18	25.518	50.53	331.22
31651345002	486135019	684277	TAYLOR, HOMER	15401	CASA GRANDE ST	92551-7082	TAYLOR HOMER H	15401 CASA GRANDE ST	MORENO V	92551	255.29	25.53	50.55	331.36
89285983005	486135021	684277	RIOS, ROBERT AND TERESA	15425	CASA GRANDE ST	92551-7082	RIOS ROBERT R	15425 CASA GRANDE ST	MORENO V	92551	332.40	33.24	65.82	431.44
94307535005	486135025	684277	AMES, ROBERT	15473	CASA GRANDE ST	92551-7082	AMES ROBERT E	15473 CASA GRANDE ST	MORENO V	92551	255.29	25.53	50.55	331.36
57932515009	486135026	684277	GUTIEREZ, MARIA (RENT)	15485	CASA GRANDE ST	92551-7082	RODRIGUEZ ALFREDO CABADA	21273 TENNYSON RD	MORENO V	92557	191.77	19.18	37.97	248.90
93093345002	487100005	684277	JONES JR, HARRY	12017	CASA LINDA PL	92555-1884	JONES HARRY A	12017 CASA LINDA PL	MORENO V	92555	255.18	25.518	50.53	331.22
76251545005	484242008	684277	MOLAND, EARLINE	14831	CASA LOMA DR	92553-7174	MOLAND EARLINE ESTATE OF	14831 CASA LOMA DR	MORENO V	92553	255.40	25.54	50.57	331.50
31474365004	484242006	684277	CERVANTES, GUILLERMO (RENT)	14843	CASA LOMA DR	92553-7174	VALDEZ ELIZABETH M	14849 CASA LOMA DR	MORENO V	92553	86.49	8.649	17.13	112.26
94428735007	484241015	684277	PETERSON, CINDY	14872	CASA LOMA DR	92553-7131	PETERSON CINDY	14872 CASA LOMA DR	MORENO V	92553	55.40	5.54	10.97	71.90
91609303005	259470044	684277	GAINES, LEROY	9814	CASMALIA CT	92557-3515	GAINES LEROY	9814 CASMALIA CT	MORENO V	92557	255.29	25.53	50.55	331.36
86592213009	291241003	684277	GOMEZ, LUIS	13540	CASPER CT	92553-8670	YBARRA SARAH	13540 CASPER CT	MORENO V	92553	255.29	25.53	50.55	331.36
92626085004	291232012	684277	BECKHAM, CHERYL	13541	CASPER CT	92553-8670	BECKHAM CHERYL	13541 CASPER CT	MORENO V	92553	242.33	24.233	47.98	314.54
31293095005	296185028	684277	AMMONS, ARCHE (OWNR)	13630	CASPIAN WAY	92553-3487	AMMONS ARCHIE	13630 CASPIAN WAY	MORENO V	92553	255.18	25.518	50.53	331.22
93939335008	296185026	684277	ROBLES, JOEL	13650	CASPIAN WAY	92553-3487	DOMINGUEZ GILBERT	13650 CASPIAN WAY	MORENO V	92553	255.18	25.518	50.53	331.22
61344765008	296183021	684277	WHITE, NONA (RENT)	13667	CASPIAN WAY	92553-3488	T R P FUND I	180 NEWPORT CENTER 230	NEWPORT	92660	332.64	33.26	65.86	431.76
63175235006	296183022	684277	GREEN, TRACY	13677	CASPIAN WAY	92553-3488	LEWIS SHARRON MARIE	13677 CASPIAN WAY	MORENO V	92553	174.30	17.43	34.51	226.24
31352575008	296185022	684277	MCNAIR, EVELYN (OWNR)	13690	CASPIAN WAY	92553-3487	MCNAIR EVELYN	13690 CASPIAN WAY	MORENO V	92553	255.40	25.54	50.57	331.50
31347625008	296213001	684277	LOPEZ, MANUEL (RENT)	13754	CASPIAN WAY	92553-3498	QUINTERO VALENTE	23456 DOME ST	MORENO V	92553	237.59	23.76	47.04	308.38
31320825003	296212020	684277	MARTINEZ, REGINNA	13771	CASPIAN WAY	92553-3462	MARTINEZ REGINNA	13771 CASPIAN WAY	MORENO V	92553	255.18	25.518	50.53	331.22
87376105009	296213006	684277	SANTOS, JAVIER	13794	CASPIAN WAY	92553-3498	VILLA JAVIER	13794 CASPIAN WAY	MORENO V	92553	332.64	33.26	65.86	431.76
91177485005	296213009	684277	VALDEZ, DAVID	13818	CASPIAN WAY	92553-3458	VALDEZ DAVID	13818 CASPIAN WAY	MORENO V	92553	183.21	18.32	36.28	237.80
75411785005	296213017	684277	ROSS, DILLON (RENT)	13882	CASPIAN WAY	92553-3459	LARA JUANA	13882 CASPIAN WAY	MORENO V	92553	63.96	6.40	12.66	83.02
31298285004	296213018	684277	ESPERANZA, MARILYN	13890	CASPIAN WAY	92553-3459	ESPERANZA MARILYN LANGBIS	13890 CASPIAN WAY	MORENO V	92553	55.29	5.53	10.95	71.76
50885945006	486364034	684277	JOHNS, ROBERT	25580	CASTAS CT	92551-2903	JONES ROBERT L	25580 CASTAS CT	MORENO V	92551	255.29	25.53	50.55	331.36
31301195005	482266004	684277	SANCHEZ, JENNIFER (RENT)	24859	CASTLEBROOK AVE	92553-3968	MENDOZA JOEL	24859 CASTLEBROOK AVE	MORENO V	92553	255.40	25.54	50.57	331.50
93135385002	482266008	684277	SEARCY, MICHAEL JR (RENT)	24895	CASTLEBROOK AVE	92553-3968	CHARLES OLIVE TRUMPET	7880 SAN BENITO ST	HIGHLAND	92346	239.76	23.98	47.47	311.20
52511355009	486354013	684277	PLACENCIA, MICHAEL (OWNR)	25576	CATALEJO LN	92551-1907	PLACENCIA MICHAEL J	1800 TAPO CANYON SV2202	SIMI VALLE	93063	255.40	25.54	50.57	331.50
31270095003	486352015	684277	SEVILLA, DESIREE (OWNR)	25605	CATALEJO LN	92551-1910	FIRST MORTGAGE CORP	1131 W 6TH ST STE 140	ONTARIO	91762	191.22	19.12	37.86	248.20
95546915007	486351004	684277	MARASCO, FRANK	25646	CATALEJO LN	92551-1909	GOINES RUSSEL	25646 CATALEJO LN	MORENO V	92551	255.18	25.518	50.53	331.22
31069615000	304441024	684277	JINNA, TARA	14858	CATALINA CT	92555-7067	HOLMES TARA D	14858 CATALINA CT	MORENO V	92555	255.29	25.53	50.55	331.36
94889563005	304441039	684277	ROCHA, JAVIER	14868	CATALINA CT	92555-7067	ROCHA JAVIER	14868 CATALINA CT	MORENO V	92555	191.66	19.17	37.95	248.76
91254005003	264261018	684277	MARSHALL, CRAIG B	22799	CATMINT CIR	92557-6025	MARSHALL CRAIG B	22799 CATMINT CIR	MORENO V	92557	255.29	25.53	50.55	331.36
74204695004	264333001	684277	LOPEZ, CYNTHIA (RENT)	22814	CATTAIL LN	92557-6012	CUEVAS JOSE MANUEL	22814 CATTAIL LN	MORENO V	92557	611.28	61.13	121.03	793.44
91145685000	264332003	684277	MOLETTE, DAMON (RENT)	22815	CATTAIL LN	92557-6013	CUEVAS JOSE MANUEL	22828 CATTAIL LN	MORENO V	92557	255.40	25.54	50.57	331.50
57367185007	308551007	684277	KWOK, HEIDI (OWNR)	17350	CAVALCADE DR	92555-7903	ZHOU XIAO YANG	15020 BILLARY WAY	HACIENDA	91745	128.14	12.81	25.37	166.32
31424105004	482571037	684277	COLCHADO, ALEJANDRO	13278	CAVANDISH LN	92553-6245	HOME EXPO FINANCIAL INC	23580 ALESSANDRO NO 9818	MORENO V	92552	255.40	25.54	50.57	331.50
31525095000	482571040	684277	INGRAM, CYNTHIA	13296	CAVANDISH LN	92553-6245	HOME EXPO FINANCIAL INC	P O BOX 9818	MORENO V	92552	255.29	25.53	50.55	331.36
88656775002	482571042	684277	BARAJAS, RAMON (RENT)	13308	CAVANDISH LN	92553-6203	CORDOVA ELVIRA	13308 CAVANDISH LN	MORENO V	92553	217.32	21.73	43.03	282.08
31594265000	482571049	684277	HINES, SHEILA (RENT)	13350	CAVANDISH LN	92553-6204	ALVAREZ GIOVANNI	91 ROSE TRELLIS	IRVINE CA	92603	95.60	9.56	18.93	124.08
93349785005	482571052	684277	DANIELS, SHARON (RENT)	13368	CAVANDISH LN	92553-6204	OSTERHOUTMCNEIL ALAN C	P O BOX 431	PERRIS CA	92572	350.85	35.09	69.47	455.4
91360025004	482571053	684277	GEORGE, SALINA (RENT)	13374	CAVANDISH LN	92553-6204	ESKIJIAN NANCY L	13374 CAVANDISH LN	MORENO V	92553	315.76	31.58	62.52	409.84
84841185008	482572001	684277	CASTANEDA, JULIA (RENT)	13381	CAVANDISH LN	92553-6202	PEREZ MARGARITA	13381 CAVANDISH LN	MORENO V	92553	92.87	9.29	18.39	120.54
31568875006	482554028	684277	CARRILLO, MARIA (RENT)	13390	CAVANDISH LN	92553-6247	MARTINEZ CONSUELO	P O BOX 2084	RIVERSIDE	92506	144.75	14.48	28.66	187.88
31145865005	482554023	684277	CABRERA, JAVIER (OWNR)	13440	CAVANDISH LN	92553-3388	BARRAZA EFRAIN	13440 CAVANDISH LN	MORENO V	92553	50.14	5.01	9.93	65.08

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31113445002	482552027	684277	HAIGHT, CHRISTINA (RENT)	13461	CAVANDISH LN	92553-3389	MENDOZA MANUEL S	16747 LOUKELTON ST	VALINDA (	91744	180.17	18.017	35.67	233.86
31594385005	482554020	684277	JACOBS, SHARON	13470	CAVANDISH LN	92553-3388	JACOBS SHARON MARIE	13470 CAVANDISH LN	MORENO \	92553	127.92	12.792	25.33	166.04
31596945003	479595013	684277	PICENO, OFELIA (OWNR)	25763	CAYENNE CT	92553-4885	PISENO OFELIA	25763 CAYENNE CT	MORENO \	92553	30.40	3.04	6.02	39.44
31186275003	479595002	684277	MAI, ALEX	25764	CAYENNE CT	92553-4884	MAI ALEX	704 CLAY AVE NO A	HUNTINGT	92648	183.21	18.32	36.28	237.80
31358715006	479595006	684277	OJEDA, TERESA	25812	CAYENNE CT	92553-4853	RODRIGUEZ EDUARDO	25812 CAYENNE CT	MORENO \	92553	255.29	25.53	50.55	331.36
31114065009	486222039	684277	HALL, JEFF (RENT)	25323	CAYMAN AVE	92551-4600	DIAZ RODOLFO	25323 CAYMAN AVE	MORENO \	92551	200.61	20.061	39.72	260.38
74914505008	486234001	684277	LOPEZ, JOSE	25371	CAYMAN AVE	92551-4679	LOPEZ SOCORRO	25371 CAYMAN AVE	MORENO \	92551	332.40	33.24	65.82	431.44
81523945006	486222053	684277	LOPEZ, SANDRA AND GEORGE (RE	15760	CAYMAN CIR	92551-4629	BANSAL JAGAN N	800 CHAMPIONS CIR	WALNUT (	91789	255.40	25.54	50.57	331.50
31447725005	486222042	684277	GOMEZ, JOSE	15761	CAYMAN CIR	92551-4629	GOMEZ ISAS JOSE OMAR	15761 CAYMAN CIR	MORENO \	92551	255.29	25.53	50.55	331.36
31535665009	486222040	684277	WILLIAMS, VICTORIA (RENT)	15765	CAYMAN CIR	92551-4629	ANAYA JESUS	12712 LEFLOSS AVE	NORWALK	90650	375.47	37.55	74.34	487.36
93081675007	260091012	684277	BETANCOURT, JOSE R (OWNR)	23726	CEDAR CREEK TER	92557-2902	BETANCOURT BENITEZ JOSE R	23726 CEDAR CREEK TER	MORENO \	92557	38.92	3.892	7.71	50.5
85933845004	260091011	684277	SALDANA, ANGELITA (RENT)	23734	CEDAR CREEK TER	92557-2902	CHENG XIAOGUANG	13107 COUNTRY CLUB WAY	WHITTIER	90601	219.03	21.90	43.37	284.30
31412685007	260091009	684277	GUILLERMO, VICTORIA	23750	CEDAR CREEK TER	92557-2902	GUILLERMO ARNIE Q	23750 CEDAR CREEK TER	MORENO \	92557	191.77	19.18	37.97	248.90
93798785003	260091008	684277	GOULATTE, MIMIELLE	23758	CEDAR CREEK TER	92557-2902	GOULATTE MIMIELLE S	23758 CEDAR CREEK TER	MORENO \	92557	155.29	15.53	30.75	201.56
31075195005	260091004	684277	YORTY, NAOMI (RENT)	23798	CEDAR CREEK TER	92557-2903	BECKER CHRISTY	23798 CEDAR CREEK TER	MORENO \	92557	95.60	9.56	18.98	124.08
65795835003	260101015	684277	SPAAN, DANIEL AND MICHELLE	23950	CEDAR CREEK TER	92557-2905	SPAAN MICHELLE	23950 CEDAR CREEK TER	MORENO \	92557	255.29	25.53	50.55	331.36
90993085004	488190018	684277	RAMIREZ, MARYSOL (OWNR)	27271	CEDAR CT	92555-4654	RAMIREZ MARYSOL	22204 CROWN PRINCESS CT	NUEVO CA	92567	255.40	25.54	50.57	331.50
93777255008	488190014	684277	ANDERSON, EDDIE	27306	CEDAR CT	92555-4655	ANDERSON EDDIE RAY	27306 CEDAR CT	MORENO \	92555	255.40	25.54	50.57	331.50
93181663007	260133004	684277	COPPOLA, LISA (RENT)	10833	CEDAR TREE DR	92557-3920	WATSON JEFFREY A	11109 NIGHT SHADOW DR	MORENO \	92555	154.48	15.45	30.59	200.50
97166485002	479352004	684277	ESQUIVEL, ERIKA	25555	CEDARBROOK AVE	92553-4746	ARREGUIN ALFREDO J	25555 CEDARBROOK AVE	MORENO \	92553	255.40	25.54	50.57	331.50
31470195008	312300017	684277	CHAVEZ, MARIA (RENT)	16512	CENTURY ST	92551-2414	RICE RAY W	16512 CENTURY ST	MORENO \	92551	115.40	11.54	22.85	149.78
85649975008	312300028	684277	GUZMAN, BELINDA AND ALEX	16642	CENTURY ST	92551-2409	GUZMAN ALEX S	16642 CENTURY ST	MORENO \	92551	191.77	19.18	37.97	248.90
55801815005	312311004	684277	NELDER, KEITH	16890	CENTURY ST	92551-2430	ALEJOS SANDRA L	16890 CENTURY ST	MORENO \	92551	207.64	20.76	41.11	269.50
93640565003	312311001	684277	POTESTA, LORENZO AND CECILIA	16932	CENTURY ST	92551-2420	RODRIGUEZ CECILIA	16932 CENTURY ST	MORENO \	92551	255.40	25.54	50.57	331.50
94527265004	312031025	684277	HENRY, MARILYN (RENT)	25264	CEREMONY AVE	92551-9283	LARA MANUEL	12671 BOLIVAR PL	GARDEN G	92843	60.53	6.053	11.98	78.56
57163235000	312031028	684277	MALDONADO, IRENE	25300	CEREMONY AVE	92551-9223	DIAZ GABRIEL	25300 CEREMONY AVE	MORENO \	92551	61.40	6.14	12.16	79.68
31363565007	312032006	684277	LARIOS, MELVIN	25307	CEREMONY AVE	92551-9224	GUIGNARD RENE	24816 FORTUNE BAY LN	MORENO \	92551	212.48	21.25	42.07	275.78
62196765001	312042036	684277	SAUCER, TYRONE	25403	CEREMONY AVE	92551-9286	SAUCER BARBARA A	25403 CEREMONY AVE	MORENO \	92551	255.18	25.518	50.53	331.22
69792515003	296191005	684277	RUIZ, AMELIA	13773	CHAGALL CT	92553-9628	DELAO JOSE	13773 CHAGALL CT	MORENO \	92553	255.29	25.53	50.55	331.36
31279145004	296191004	684277	FIMBRES, FRANCISCA	13785	CHAGALL CT	92553-9628	FIMBRES FRANCISCA	13785 CHAGALL CT	MORENO \	92553	255.29	25.53	50.55	331.36
89588953008	296221005	684277	SOLIS, ADAN (OWNR)	13905	CHAGALL CT	92553-9647	SOLIS ADAN	13905 CHAGALL CT	MORENO \	92553	253.24	25.32	50.14	328.70
90836325001	296175003	684277	DELHOYO, DOMINGO RAY	23388	CHALLIS CT	92553-3432	DELHOYO DOMINGO RAY	23388 CHALLIS CT	MORENO \	92553	332.40	33.24	65.82	431.44
80795605002	296175027	684277	MCNAIR, JEWEL	23405	CHALLIS CT	92553-3469	MCNAIR JEWEL	23405 CHALLIS CT	MORENO \	92553	236.17	23.62	46.76	306.54
31531325002	296175008	684277	VARGAS, GUADALUPE	23428	CHALLIS CT	92553-3497	REYES ASHER	23428 CHALLIS CT	MORENO \	92553	361.31	36.13	71.54	468.98
31079035001	296175012	684277	ALFARO, THEODORO	23460	CHALLIS CT	92553-3466	ALFARO TEODORO	23460 CHALLIS CT	MORENO \	92553	255.29	25.53	50.55	331.36
94305485009	296175019	684277	SHORE, PRECIOUS	23469	CHALLIS CT	92553-3469	AGUILAR ARTURO	23469 CHALLIS CT	MORENO \	92553	255.40	25.54	50.57	331.50
31309345007	291344039	684277	GARCIA, MARLENE	22784	CHAMBRAY DR	92557-6916	ARRIAGA MARCO	22784 CHAMBRAY DR	MORENO \	92557	56.12	5.61	11.11	72.84
31532555009	291333005	684277	ROBINSON, GEORGIA (OWNR)	22886	CHAMBRAY DR	92557-6918	ROBINSON GEORGIA	22886 CHAMBRAY DR	MORENO \	92557	63.96	6.40	12.66	83.02
93180795002	291334021	684277	ZEPEDA, SONIA AND VICENTE	22901	CHAMBRAY DR	92557-6919	ZEPEDA VICENTE	22901 CHAMBRAY DR	MORENO \	92557	199.73	19.97	39.55	259.24
93143255003	291332027	684277	SAVEDRA, JOSE	22940	CHAMBRAY DR	92557-6920	SAAVEDRA MARIA DE LA LUZ	22940 CHAMBRAY DR	MORENO \	92557	255.29	25.53	50.55	331.36
31655295003	291334011	684277	DIAZ, MIKE	22967	CHAMBRAY DR	92557-6919	DIAZ JORGE A	21354 TOWNSENDIA AVE	MORENO \	92557	255.40	25.54	50.57	331.50
31627685000	291334010	684277	GARCIA, SILVIA (RENT)	22973	CHAMBRAY DR	92557-6919	DURAN SANTIAGO	22973 CHAMBRAY DR	MORENO \	92557	157.70	15.77	31.22	204.68
50909275004	304151007	684277	LETHIA, PERRY (RENT)	28068	CHAMPIONSHIP DR	92555-6411	RAMOS ARMANDO	28068 CHAMPIONSHIP DR	MORENO \	92555	255.40	25.54	50.57	331.50
91736143000	304153009	684277	JONES, LAMONICA	28107	CHAMPIONSHIP DR	92555-6415	ANDERSON ALBERTA THOMASINA	28107 CHAMPIONSHIP DR	MORENO \	92555	355.04	35.50	70.30	460.84
94412473005	304132021	684277	POLANCO, ANNA (OWNR)	28370	CHAMPIONSHIP DR	92555-6302	POLANCO ANA E	28370 CHAMPIONSHIP DR	MORENO \	92555	155.29	15.53	30.75	201.56
62567995005	304131011	684277	LOVATO, SIMONETTE (OWNR)	28385	CHAMPIONSHIP DR	92555-6303	LOVATO RUDY E	28285 CHAMPIONSHIP DR	MORENO \	92555	54.20	5.42	10.73	70.34
97714153008	304132018	684277	JERNIGAN,BAYLA	28394	CHAMPIONSHIP DR	92555-6302	HUANG TAO	28394 CHAMPIONSHIP DR	MORENO \	92555	241.94	24.19	47.90	314.02
86845785001	304131013	684277	BALDWIN, GRAHAM	28401	CHAMPIONSHIP DR	92555-6305	BALDWIN GRAHAM J	28401 CHAMPIONSHIP DR	MORENO \	92555	255.29	25.53	50.55	331.36
64515265005	479432002	684277	ZUNIGA, CHRISTOPHER (OWNR)	12020	CHAMPLAIN ST	92557-7713	ZUNIGA CHRISTOPHER	12020 CHAMPLAIN ST	MORENO \	92557	83.96	8.396	16.62	108.98
31591765001	479432008	684277	ALLEN, JUSTIN	12096	CHAMPLAIN ST	92557-7713	ALLEN JUSTIN LAMAR	12096 CHAMPLAIN ST	MORENO \	92557	229.78	22.98	45.50	298.24
81185965009	479432009	684277	WRIGHT, HAZEL M	12110	CHAMPLAIN ST	92557-7713	WRIGHT HAZEL M	PO BOX 991	MORENO \	92556	63.96	6.40	12.66	83.02
99234883002	479433006	684277	MITCHELL, EBONY	12123	CHAMPLAIN ST	92557-7714	MITCHELL EBONY	12123 CHAMPLAIN ST	MORENO \	92557	63.96	6.40	12.66	83.02
31151675003	479433004	684277	JENKINS, LAJO (RENT)	12149	CHAMPLAIN ST	92557-7714	WRIGHT PAUL	12149 CHAMPLAIN ST	MORENO \	92557	255.40	25.54	50.57	331.50
31201575007	487013018	684277	ORTIZ, ALFONSO	12185	CHAMPLAIN ST	92557-7716	ORTIZ ALFONSO	12185 CHAMPLAIN ST	MORENO \	92557	191.66	19.17	37.95	248.76
31590595009	487014002	684277	CORTEZ, LAURA	12186	CHAMPLAIN ST	92557-7757	CORTEZ LAURA L	12186 CHAMPLAIN ST	MORENO \	92557	255.29	25.53	50.55	331.36
88605843005	487013016	684277	HAYES, HENRY JR (RENTR)	12205	CHAMPLAIN ST	92557-7716	PALEJWALA BHAGAVAT M	18409 SANTANA	CERRITOS	90703	201.94	20.194	39.98	262.1
91777113000	487014006	684277	LEMUS, ALEX (OWNR)	12230	CHAMPLAIN ST	92557-7715	LEMUS ALEX	12230 CHAMPLAIN ST	MORENO \	92557	255.40	25.54	50.57	331.50
52639975008	487015010	684277	BILL, TINA	12273	CHAMPLAIN ST	92557-7717	BILL EDWARD	12273 CHAMPLAIN ST	MORENO \	92557	268.80	26.88	53.22	348.90
31145145007	487014012	684277	MC DANIEL, BRUCE (RENT)	12296	CHAMPLAIN ST	92557-7715	MCDANIEL TONY R	12296 CHAMPLAIN ST	MORENO \	92557	407.52	40.75	80.69	528.96
31217345002	487023019	684277	VALADEZ, MANUEL (RENT)	12373	CHAMPLAIN ST	92557-7740	GOLDLINK INV	2654 SHERWOOD AVE	FULLERTOI	92831	24.96	2.50	4.94	32.38
92627155007	487023018	684277	MARTIN, ELANA	12385	CHAMPLAIN ST	92557-7740	MARTIN ALEX	12385 CHAMPLAIN ST	MORENO \	92557	120.29	12.03	23.82	156.12
91471443001	484153004	684277	TIT, MONIROUT	14432	CHANTRY DR	92553-4948	VONG LAURIE T	14432 CHANTRY DR	MORENO \	92553	255.29	25.53	50.55	331.36
31217545000	484153006	684277	MICHEL, SALVADOR	14462	CHANTRY DR	92553-4948	MICHEL SALVADOR	14462 CHANTRY DR	MORENO \	92553	332.40	33.24	65.82	431.44
31466795000	484162031	684277	ROEL, JESUS	14512	CHANTRY DR	92553-4942	ROEL JESUS	14512 CHANTRY DR	MORENO \	92553	255.29	25.53	50.55	331.36
31204885006	479441018	684277	CARBALLERO, SANTOS	13650	CHARA AVE	92553-4838	CARBALLIDO SANTOS	13650 CHARA AVE	MORENO \	92553	255.29	25.53	50.55	331.36

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31415015001	479441017	684277	MEDINA, FIDEL (RENT)	13662	CHARA AVE	92553-4838	LE DOUG CHI	3018 ROSEWOOD AVE	SANTA AN	92707	31.04	3.10	6.15	40.28
31176765001	479441023	684277	CASAS, NORMA	13675	CHARA AVE	92553-4838	CASAS ISMAEL	13675 CHARA AVE	MORENO V	92553	361.02	36.102	71.48	468.6
31376435007	479441013	684277	DEANE, EDITH	13712	CHARA AVE	92553-4879	DEANE EDYTH L	13712 CHARA AVE	MORENO V	92553	255.29	25.53	50.55	331.36
92923183004	479441026	684277	PEREZ, ALBERTO AND LAURA	13713	CHARA AVE	92553-4839	PEREZ DOROTEO	13713 CHARA AVE	MORENO V	92553	39.31	3.93	7.78	51.02
88492165000	479441012	684277	RODGERS, KIM	13724	CHARA AVE	92553-4879	HAMILTON KENNETH	13724 CHARA AVE	MORENO V	92553	255.18	25.518	50.53	331.22
87773225002	479623003	684277	HINES, CHERMEL (RENT)	13785	CHARA AVE	92553-4881	HINES MANUELA Y	36036 COUNTRY PARK DR	WILDOMA	92595	255.40	25.54	50.57	331.50
58077535008	479622033	684277	GUIDOLIN, TERESITA	13814	CHARA AVE	92553-4827	GUIDOLIN TERESITA M	13814 CHARA ST	MORENO V	92553	121.64	12.16	24.08	157.88
31510625001	479622034	684277	DEL ROSARIO, JAVIER (OWNR)	13828	CHARA AVE	92553-4827	DELROSARIO JAVIER	13828 CHARA ST	MORENO V	92553	289.81	28.98	57.38	376.16
89011253008	479622035	684277	MARQUEZ, SUSANA AND BERNAR	13842	CHARA AVE	92553-4827	HURTADO GEMA M	13842 CHARA ST	MORENO V	92553	255.40	25.54	50.57	331.50
86082753007	479633003	684277	MC CREA, CHRISTOPHER (OWNR)	13883	CHARA AVE	92553-4829	MCCREA CHRISTOPHER ADAM	13883 CHARA ST	MORENO V	92553	105.49	10.549	20.89	136.92
31050065005	479632015	684277	ROBINSON, BETTY	13926	CHARA AVE	92553-4880	ROBINSON BETTY ANN	13926 CHARA ST	MORENO V	92553	255.29	25.53	50.55	331.36
31438615007	479632018	684277	CASTANEDA, AMADO (OWNR)	13968	CHARA AVE	92553-4880	RAMOS RICARDO CASTANEDA	11038 SULTAN ST	MORENO V	92557	255.40	25.54	50.57	331.50
68524195008	479632020	684277	PINKNEY, DARRELL	13996	CHARA AVE	92553-4880	PINKNEY DARRELL	13996 CHARA ST	MORENO V	92553	255.40	25.54	50.57	331.50
31484335000	308540020	684277	FLANNIGAN, KAROLYN	26146	CHARISMATIC CT	92555-3388	FLANNIGAN KAROLYN D	26146 CHARISMATIC CT	MORENO V	92555	255.29	25.53	50.55	331.36
31637985006	308540033	684277	WARNER, TANEAL MARIE (OWNR)	26163	CHARISMATIC CT	92555-3388	WARNER TANEAL MARIE	26163 CHARISMATIC CT	MORENO V	92555	255.40	25.54	50.57	331.50
87239805002	256451003	684277	HUME, PETER	11462	CHAUCER ST	92557-8315	HUME PETER J	11462 CHAUCER ST	MORENO V	92557	318.92	31.89	63.15	413.94
92980545009	256311010	684277	WHITTINGTON, TRACY (RENT)	11510	CHAUCER ST	92557-8317	TADASSA YADATA F	523 MAIN ST	OLD SAYBR	6475	263.40	26.34	52.15	341.88
31194065001	486061039	684277	CRUZ, AMANDA	15175	CHELBANA WAY	92551-1458	CRUZ VICENTE D	15175 CHELBAMA WAY	MORENO V	92551	255.29	25.53	50.55	331.36
31454395000	291553009	684277	SAAVEDRA, RICH (OWNR)	22650	CHELSEA ST	92553-1875	SAAVEDRA RICHARD	2360 NW 122ND DR	CORAL SPR	33065	76.45	7.645	15.14	99.22
31537305001	291553011	684277	BIRTS, LARRY (RENT)	22670	CHELSEA ST	92553-1875	BENSOR MICHAEL	44143 PARCELLA CT	TEMECULA	92592	34.50	3.45	6.83	44.78
96317433003	291622002	684277	CHADWICK, TAMI AND MICHAEL (	13315	CHERRYLAUREL AVE	92553-6918	THAI THANH	17051 VIA LOS CABALLEROS	RIVERSIDE	92504	255.40	25.54	50.57	331.50
90577603002	479622001	684277	CHAVEZ, AUGUSTINE (OWNR)	13861	CHERVIL CT	92553-4811	MIRANDA RAMON G	26599 GEORGE ST	LOMA LIN	92354	185.40	18.54	36.71	240.64
31288335005	479631003	684277	LOUQUE, ANGELA	13912	CHERVIL CT	92553-4814	LOUQUE ANGELA R CLARK	13912 CHERVIL CT	MORENO V	92553	255.40	25.54	50.57	331.50
31109655005	479631004	684277	ONUKOGU, SONJA	13926	CHERVIL CT	92553-4814	ONUKOGU OBI	13926 CHERVIL CT	MORENO V	92553	255.29	25.53	50.55	331.36
56703385002	479632003	684277	PATTILO, IVORY	13969	CHERVIL CT	92553-4812	COLE ADREAINNE JENICA	13969 CHERVIL CT	MORENO V	92553	327.52	32.752	64.85	425.12
90777905005	487202025	684277	AGUON, ANTONY (RENT)	26228	CHESTNUT DR	92555-2244	RIVERA JUAN CARLOS	P O BOX 407	FULLERTO	92836	162.04	16.20	32.08	210.32
31630185009	487212001	684277	MORALES, TRINIDAD	26340	CHESTNUT DR	92555-2247	MORALES TRINIDAD	26340 CHESTNUT DR	MORENO V	92555	255.40	25.54	50.57	331.50
31236665004	296175068	684277	ZAMBRANO, JAVIER	13370	CHIANTE CT	92553-3492	ZAMBRANO JAVIER H	13370 CHIANTE CT	MORENO V	92553	332.16	33.216	65.77	431.14
92600805008	484201044	684277	ROMERO, BERENICE (RENT)	25463	CHIPMAN HILL CT	92553-7137	ASARE ANTWI KWADWO	25463 CHIPMAN HILL CT	MORENO V	92553	255.40	25.54	50.57	331.50
59314665006	482582015	684277	SALDANA, CELERINO (OWNR)	24785	CHIPPENDALE ST	92553-5869	SALDANA DAVID A	24785 CHIPPENDALE ST	MORENO V	92553	191.77	19.18	37.97	248.90
31479395007	482582004	684277	CARO, DENISSE (RENT)	24810	CHIPPENDALE ST	92553-5817	ANSARI SARA	PO BOX 50193	IRVINE CA	92619	63.96	6.40	12.66	83.02
96194935001	482582013	684277	VEGA, TERESA	24813	CHIPPENDALE ST	92553-5817	SOLORIO MIRIAM E	24813 CHIPPENDALE ST	MORENO V	92553	23.96	2.40	4.74	31.10
31135645003	482582005	684277	SHIN, ANTHONY AND TIFFANY HE	24824	CHIPPENDALE ST	92553-5817	SHIN ANTHONY	25522 CARROL CT	LOMA LIN	92354	271.53	27.15	53.76	352.44
55097745005	482582007	684277	ARELLANO, JESSE	24850	CHIPPENDALE ST	92553-5817	ARELLANO JESUS RAUL	24850 CHIPPENDALE ST	MORENO V	92553	255.29	25.53	50.55	331.36
31578975004	482582008	684277	NUNEZ, MARTY (RENT)	24868	CHIPPENDALE ST	92553-5817	MORALES SERGIO	1420 E EDINGER AVE NO 107	SANTA AN	92707	73.31	7.331	14.52	95.14
31615425000	475331002	684277	RUVALCABA, FRANCISCO	24102	CHIPPEWA TRL	92557-5014	CHIARENZA IRMA LETICIA	9761 IMPERIAL AVE	GARDEN G	92844	155.29	15.53	30.75	201.56
31370575000	475331003	684277	CLIME, LUANA	24118	CHIPPEWA TRL	92557-5014	CLIME JOHN	24118 CHIPPEWA TR	MORENO V	92557	182.40	18.24	36.12	236.74
31126125001	475331004	684277	BERDEJO, MARINO AND MARIA	24134	CHIPPEWA TRL	92557-5014	BERDEJO MARIA	24134 CHIPPEWA TR	MORENO V	92557	255.29	25.53	50.55	331.36
31359265008	475331007	684277	KHANG CHEN, KHAM YOT (RENT)	24158	CHIPPEWA TRL	92557-5014	JOHN ADAM INV	10161 BOLSA AVE NO 204C	WESTMINS	92683	191.77	19.18	37.97	248.90
31167035004	475331008	684277	HILDEBRANDT, GREGORY	24166	CHIPPEWA TRL	92557-5014	HILDEBRANDT GREGORY	24166 CHIPPEWA TR	MORENO V	92557	109.10	10.91	21.60	141.6
31152405008	475332004	684277	TAVUI, GAIULI (RENT)	24203	CHIPPEWA TRL	92557-5016	TAVARES PRIMITIVO	24203 CHIPPEWA TR	MORENO V	92557	310.51	31.05	61.48	403.04
31648825007	475331012	684277	MONTGOMERY, JESSICA	24212	CHIPPEWA TRL	92557-5014	MONTGOMERY ERIC	24212 CHIPPEWA TR	MORENO V	92557	255.40	25.54	50.57	331.50
84926435005	475332006	684277	PETROCELLI, EDWARD (RENT)	24223	CHIPPEWA TRL	92557-5016	BELL PAMELA LYNN	2044 W WILLOW AVE	ORANGE C	92868	93.89	9.389	18.59	121.86
71107555001	475331013	684277	CHRISTIAN, ANDREW (OWNR)	24224	CHIPPEWA TRL	92557-5014	BUTLER EARNESTINE	25559 CALLITA ST	MORENO V	92551	332.64	33.26	65.86	431.76
52206765000	475032021	684277	VITELA, SAMUEL	24263	CHIPPEWA TRL	92557-5026	VITELA SAMUEL	24263 CHIPPEWA TR	MORENO V	92557	255.40	25.54	50.57	331.50
74557555004	475031001	684277	FINCH, AQURANIST (OWNR)	24330	CHIPPEWA TRL	92557-5021	FINCH SHAUN	24330 CHIPPEWA TR	MORENO V	92557	255.40	25.54	50.57	331.50
95740455002	475031002	684277	MHOON, ANGEINETTE (RENT)	24344	CHIPPEWA TRL	92557-5021	HARRIS LUCY	24344 CHIPPEWA TR	MORENO V	92557	255.40	25.54	50.57	331.50
93631055009	475031006	684277	TORRES, NELLY (RENT)	24404	CHIPPEWA TRL	92557-5021	WQ INV CORP	15568 BROOKHURST NO 364	WESTMINS	92683	348.36	34.84	68.98	452.16
31059455004	475032002	684277	BELL, LUCAS (OWNR)	24519	CHIPPEWA TRL	92557-5024	BELL LUCAS G	24519 CHIPPEWA TR	MORENO V	92557	255.40	25.54	50.57	331.50
31414525007	475032001	684277	FELTENBERGER, MARK (RENT)	24533	CHIPPEWA TRL	92557-5024	TEJEDA KAREN Y	24533 CHIPPEWA TR	MORENO V	92557	319.14	31.91	63.19	414.24
69566575008	475321017	684277	WALKER, LISA (RENT)	24575	CHIPPEWA TRL	92557-5025	DENNIS WILLIAM R	28119 N MAIN ST STE A	DAPHNE A	36526	186.64	18.664	36.95	242.24
77475845006	484121028	684277	EVANS, TERI	14217	CHOLLA DR	92553-4434	EVANS THERESA M	14217 CHOLLA DR	MORENO V	92553	255.29	25.53	50.55	331.36
31355605005	484122017	684277	BROWN, SHERRIE (RENT)	14326	CHOLLA DR	92553-4422	VEGA JOSE BERNUDEZ	14326 CHOLLA DR	MORENO V	92553	165.36	16.536	32.74	214.62
84774845003	484121018	684277	BILTON, LUSHER AND MARY	14327	CHOLLA DR	92553-4401	BILTON LUSHER	14327 CHOLLA DR	MORENO V	92557	255.29	25.53	50.55	331.36
74862285005	484121011	684277	BRUCE, TAMI	14397	CHOLLA DR	92553-4401	MEYERS EUFEMIA A	3604 SUMMER BROOK CT	ST LOUIS M	63129	255.29	25.53	50.55	331.36
93822135008	484121009	684277	VELOZ, ESTHER	14417	CHOLLA DR	92553-4436	VELOZ ESTHER	14417 CHOLLA DR	MORENO V	92553	332.40	33.24	65.82	431.44
1.0038E+11	484121007	684277	BANUELOS, ADRIANA	14437	CHOLLA DR	92553-4436	BANUELOS ADRIANA	14437 CHOLLA DR	MORENO V	92553	255.29	25.53	50.55	331.36
48358975002	484122019	684277	GOERING, GARY	14446	CHOLLA DR	92553-4437	GOEHRING GARY W	14446 CHOLLA DR	MORENO V	92553	255.29	25.53	50.55	331.36
94775465007	484232013	684277	LOPEZ, VERONICA (OWNR)	14524	CHOLLA DR	92553-7102	LOPEZ EPIFANIA	14524 CHOLLA DR	MORENO V	92553	28.39	2.84	5.62	36.84
91545023000	484232011	684277	HERNANDEZ, JESSICA (RENT)	14552	CHOLLA DR	92553-7102	GUIGNARD RENE	24816 FORTUNE BAY LN	MORENO V	92551	504.45	50.45	99.88	654.76
31363345004	484231007	684277	HOOKS, YOLANDA (RENT)	14593	CHOLLA DR	92553-7103	HOOKS YOLANDA	14593 CHOLLA DR	MORENO V	92553	158.58	15.87	31.42	205.96
97265435003	487184002	684277	SHORT, DEVLON	12290	CHUKAR LN	92555-2000	SHORT DEVLON N	12290 CHUKAR LN	MORENO V	92555	255.40	25.54	50.57	331.50
97864455008	487184004	684277	GONZALEZ, VICTOR (OWNR)	12330	CHUKAR LN	92555-2003	GONZALEZ VICTOR G	805 E NEW YORK ST	LONG BEA	90813	255.18	25.518	50.53	331.22
84395455008	487183009	684277	ARELLANO, CIELO	12331	CHUKAR LN	92555-2036	ARELLANO EDGAR T	12331 CHUKAR LN	MORENO V	92555	129.96	13.00	25.73	168.68
48612305003	308620039	684277	YEBOAH, DANIEL (OWNR)	26901	CIMARRON CANYON DI	92555-4991	YEBOAH DANIEL	26901 CIMARRON CANYON DR	MORENO V	92555	99.03	9.90	19.61	128.54

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94426355000	308621009	684277	BREWSTER JR, HAMILTON (OWNR	26914	CIMARRON CANYON DI	92555-4991	BREWSTER HAMILTON C	26914 CIMARRON CANYON DR	MORENO V	92555	268.50	26.85	53.16	348.50
68419665002	308601020	684277	VARGAS, JOHANNA	26941	CIMARRON CANYON DI	92555-4992	VARGAS JOHANNA E	26941 CIMARRON CANYON DR	MORENO V	92555	255.40	25.54	50.57	331.50
92909285002	264143017	684277	RIQUELME, HODTONIELK CT	23599	CINNAMON CREEK CT	92557-6218	MORENO KIMBERLY	23599 CINNAMON CREEK CT	MORENO V	92557	255.40	25.54	50.57	331.50
73258955006	264143014	684277	EBERT, GEORGE	23600	CINNAMON CREEK CT	92557-6218	EBERT GEORGE	23600 CINNAMON CREEK CT	MORENO V	92557	255.40	25.54	50.57	331.50
55886125001	264143019	684277	FLINT, JERRY	23617	CINNAMON CREEK CT	92557-6218	FLINT JERRY C	23617 CINNAMON CREEK CT	MORENO V	92557	332.40	33.24	65.82	431.44
31575535003	264143011	684277	CRUZ, HEATHER (RENT)	23622	CINNAMON CREEK CT	92557-6218	MOLINA RODOLFO	23622 CINNAMON CREEK CT	MORENO V	92557	268.06	26.81	53.08	347.94
68246145009	316092010	684277	BAEZ, JOE	24869	CITADEL ST	92551-7229	VALDEZ JACQUELINE	24869 CITADEL ST	MORENO V	92551	255.40	25.54	50.57	331.50
91487853000	474730004	684277	JARA, SANDRA (OWNR)	11861	CITRUS CT	92557-6644	JARA MODESTO A	11861 CITRUS CT	MORENO V	92557	254.24	25.42	50.34	330.00
48394135004	256320032	684277	IRVING, BEATRICE	11515	CLARK ST	92557-8536	IRVING BEATRICE ANNETTE	11515 CLARK ST	MORENO V	92557	332.64	33.26	65.86	431.76
31515035004	256320036	684277	MOFEED, ASHMED	11571	CLARK ST	92557-8536	MOFEED AHMAD M	11571 CLARK ST	MORENO V	92557	255.29	25.53	50.55	331.36
55078045002	482304030	684277	GOMEZ, MARISOL	14683	CLAUDINE ST	92553-2408	GOMEZ MARISOL	14683 CLAUDINE ST	MORENO V	92553	255.29	25.53	50.55	331.36
91875085008	482304027	684277	TYLER, ROBERT	14713	CLAUDINE ST	92553-3530	HIPPOZE BULK INV	1627 VIA ROMA ST	CORONA C	92881	332.40	33.24	65.82	431.44
31485015004	482304025	684277	TORRES, JOSE AND LORENA (RENT	14733	CLAUDINE ST	92553-3530	PINEDA KEVIN ANIBAL	14733 CLAUDINE ST	MORENO V	92553	331.44	33.14	65.68	430.2
97800625007	482305014	684277	SEPULVEDA, PATRICIA (RENT)	14734	CLAUDINE ST	92553-3517	VERGARA MERCEDES	14734 CLAUDINE ST	MORENO V	92553	255.40	25.54	50.57	331.50
55138855003	308481004	684277	VILLALOBOS, RUBEN	17087	CLEVELAND BAY WAY	92555-3357	NATIVIDAD BEVERLY	17087 CLEVELAND BAY WAY	MORENO V	92555	255.29	25.53	50.55	331.36
69737535004	308481012	684277	JOSHUEA, VANESSA (RENT)	17141	CLEVELAND BAY WAY	92555-3359	SHTAYYEH OSAMAH	17141 CLEVELAND BAY WAY	MORENO V	92555	255.40	25.54	50.57	331.50
92319095004	308480001	684277	CASTRO, ADAM (OWNR)	17234	CLEVELAND BAY WAY	92555-3359	DELATORRE KORINA	17234 CLEVELAND BAY WAY	MORENO V	92555	255.40	25.54	50.57	331.50
95271185005	482384006	684277	PASILLAS, JOHN (RENT)	14800	CLIFFROSE CT	92553-3607	PASILLAS KIMBERLY J	14800 CLIFFROSE CT	MORENO V	92553	255.40	25.54	50.57	331.50
96846725000	482384002	684277	LUJAN, SANDRA (RENT)	14848	CLIFFROSE CT	92553-3607	REYES OTILIO	12218 ELDERBERRY ST	CHINO CA	91710	255.40	25.54	50.57	331.50
96774145006	482353015	684277	ROMINE, KATHY	14868	CLIFFROSE CT	92553-3607	SCHROEDER SUSAN C	PO BOX 3183	BEAUMON	92223	332.40	33.24	65.82	431.44
88255623005	482353017	684277	THOMPSON, SHARON (OWNR)	14906	CLIFFROSE CT	92553-3606	THOMPSON SHARON LEE	14906 CLIFFROSE CT	MORENO V	92553	249.48	24.948	49.40	323.82
88508045009	482353010	684277	HERNANDEZ, ALMA (OWNR)	14928	CLIFFROSE CT	92553-3606	HERNANDEZ MARTIN	PO BOX 9702	MORENO V	92552	91.29	9.13	18.08	118.48
94820555002	482353009	684277	SMITH, DEBRA	14940	CLIFFROSE CT	92553-3606	SMITH ROBIN D	14940 CLIFFROSE CT	MORENO V	92553	332.16	33.216	65.77	431.14
96270275007	482353002	684277	SANCHEZ, BRENDA	14988	CLIFFROSE CT	92553-3606	SANCHEZ BRENDA	14988 CLIFFROSE CT	MORENO V	92553	332.40	33.24	65.82	431.44
31158755001	482353001	684277	JOHNSON, MARSHA	14996	CLIFFROSE CT	92553-3606	CONCANNON BRIAN T	5505 VIA SAN JACINTO	RIVERSIDE	92506	255.29	25.53	50.55	331.36
31631805007	484142009	684277	ESPINOZA, ROSARIO (OWNR)	25616	CLIFTON CT	92553-4900	ESPINOZA ROSARIO SERRATO	25616 CLIFTON CT	MORENO V	92553	255.40	25.54	50.57	331.50
31480105006	264402007	684277	MARQUEZ, GOEL	22460	CLIMBING ROSE DR	92557-5939	MARQUEZ JOEL FIGUEROA	22460 CLIMBING ROSE DR	MORENO V	92557	255.29	25.53	50.55	331.36
71550495005	264352008	684277	RIDEAUX, LOUISE	22579	CLIMBING ROSE DR	92557-6033	RIDEAUX LOUISE M	22579 CLIMBING ROSE DR	MORENO V	92557	59.31	5.93	11.74	76.98
97394315006	264352009	684277	CAMPBELL, TERRA	22589	CLIMBING ROSE DR	92557-6033	CAMPBELL JOSEPH H	22589 CLIMBING ROSE DR	MORENO V	92557	255.29	25.53	50.55	331.36
92015013005	264351002	684277	LAYTON, TIMOTHY (OWNR)	22640	CLIMBING ROSE DR	92557-6000	LAYTON TIMOTHY	22640 CLIMBING ROSE DR	MORENO V	92557	396.17	39.62	78.44	514.22
70573555005	264352016	684277	DIXON, RICHARD	22659	CLIMBING ROSE DR	92557-6034	DALLIN	5440 TRABUCO RD	IRVINE CA	92602	255.29	25.529	50.55	331.36
64712295002	264273004	684277	ALEX, EDMOND	22766	CLIMBING ROSE DR	92557-6008	ALEX EDMOND T	22766 CLIMBING ROSE DR	MORENO V	92557	255.29	25.53	50.55	331.36
70032215004	264271012	684277	BELL, JOHNNY AND YVONNE	22817	CLIMBING ROSE DR	92557-6042	BELL JOHNNY	22817 CLIMBING ROSE DR	MORENO V	92557	255.29	25.53	50.55	331.36
93727375008	264271010	684277	CERIBAN, ROMEO (RENT)	22845	CLIMBING ROSE DR	92557-6042	DURAN EVA B	22845 CLIMBING ROSE DR	MORENO V	92557	294.78	29.48	58.37	382.62
96058955003	488281019	684277	BROWN, HOMER	12323	CLOUDBURST TRL	92555-5426	BROWN HOMER	12323 CLOUDBURST TR	MORENO V	92555	332.40	33.24	65.82	431.44
93522615003	488292008	684277	SANTIAGO, NIDIA (OWNR)	12368	CLOUDBURST TRL	92555-5426	SANTIAGO MANUEL E	12368 CLOUDBURST TR	MORENO V	92555	207.64	20.76	41.11	269.50
58437525006	484201037	684277	WOOD, TIMOTHY	25405	CLOVELLY CT	92553-7138	WOODS TIMOTHY L	25405 CLOVELLY CT	MORENO V	92553	255.29	25.53	50.55	331.36
97048645009	484201040	684277	KOREL, DEBRA (RENT)	25412	CLOVELLY CT	92553-7138	SIEN ELAINE K	291 CORPORATE TERRACE CIR	CORONA C	92879	115.29	11.53	22.83	149.64
31595495009	484201035	684277	FIELDS, PAMELA	25433	CLOVELLY CT	92553-7138	FIELDS AUBREY D	25433 CLOVELLY CT	MORENO V	92553	255.29	25.53	50.55	331.36
90998865005	485033033	684277	MARTINEZ, GILBERT	24161	CLOVER AVE	92551-3611	MARTINEZ GILBERT	P O BOX 2216	RIVERSIDE	92516	254.52	25.45	50.39	330.36
60328595008	482423009	684277	HERNANDEZ, HUGO	14770	CLOVERFIELD RD	92553-5710	FEDERAL NATL MORTGAGE ASSN	14770 CLOVERFIELD RD	MORENO V	92553	255.29	25.53	50.55	331.36
31136505000	482422013	684277	CASTREJON, RAMON (RENT)	14825	CLOVERFIELD RD	92553-3982	DEAVILA MARIO EMANUEL SOJO	15810 WEDOW RD	MORENO V	92551	44.86	4.486	8.88	58.22
31400465008	482423005	684277	TRAN, TUAN (OWNR)	14834	CLOVERFIELD RD	92553-3999	TRAN HA	23331 RIDGELINE RD	DIAMOND	91765	255.40	25.54	50.57	331.50
31598465009	482422016	684277	JUAREZ, ASA (RENT)	14875	CLOVERFIELD RD	92553-3982	LUCATERO ALBERTO	14875 CLOVERFIELD RD	MORENO V	92553	329.34	32.93	65.21	427.48
69939535006	482411001	684277	GUZMAN, CRYSTOBAL	14914	CLOVERFIELD RD	92553-5711	GUZMAN MARIA	14914 CLOVERFIELD RD	MORENO V	92553	232.40	23.24	46.02	301.64
95093295000	482412011	684277	MORRISON, AMY (RENT)	14955	CLOVERFIELD RD	92553-5712	INVESTMENT CAPITAL SOLUTIONS CORI	17321 IRVINE BLV NO 10	TUSTIN CA	92780	29.22	2.922	5.79	37.92
97402975008	308390010	684277	MUFFORD, JHYL (RENT)	26161	CLYDESDALE LN	92555-3308	TAYLOR EBONY	26161 CLYDESDALE LN	MORENO V	92555	25.39	2.539	5.03	32.94
92805123006	308390002	684277	PHILLIPS, PATRICIA (RENT)	26168	CLYDESDALE LN	92555-3308	DINH TUAN VAN	15620 POINSETTIA WAY	WESTMINS	92683	263.40	26.34	52.15	341.88
31544475001	308390011	684277	GREER, BILLY JR (RENT)	26173	CLYDESDALE LN	92555-3308	WANG DORIS	26173 CLYDESDALE LN	MORENO V	92555	255.40	25.54	50.57	331.50
31263675006	308392001	684277	HUGHES, LISA	26204	CLYDESDALE LN	92555-3307	HUGHES JOSEPH A	26204 CLYDESDALE LN	MORENO V	92555	175.40	17.54	34.73	227.66
31562935007	308393019	684277	MCKENZIE, GLEN	26211	CLYDESDALE LN	92555-3306	MCKENZIE GLEN D	26211 CLYDESDALE LN	MORENO V	92555	63.96	6.40	12.66	83.02
95173645007	308392003	684277	FRIESON, LA WANDA	26228	CLYDESDALE LN	92555-3307	ESTHERS QUEEN REV LIVING TRUST	26228 CLYDESDALE LN	MORENO V	92555	255.40	25.54	50.57	331.50
58294905001	308431003	684277	MERELES, DOLORES S	26307	CLYDESDALE LN	92555-3327	MERELES DOLORES SUYAPA	26307 CLYDESDALE LN	MORENO V	92555	255.29	25.53	50.55	331.36
97402175006	308430005	684277	FREDERICKSON, CLAUDIA	26312	CLYDESDALE LN	92555-3328	MARTINGALE INV	319 MAIN ST	EL SEGUND	90245	255.29	25.53	50.55	331.36
31300215003	308431021	684277	SKIPPER, LORNE G	26323	CLYDESDALE LN	92555-3327	MITCHELL TYRONE	26323 CLYDESDALE LN	MORENO V	92555	255.29	25.53	50.55	331.36
69835345006	308410002	684277	LOMELI, GUADALUPE	26342	CLYDESDALE LN	92555-3328	LOMELI JOSE LUIS	26342 CLYDESDALE LN	MORENO V	92555	191.77	19.18	37.97	248.90
96643585000	308411002	684277	HASS, YVONNE	26392	CLYDESDALE LN	92555-3328	HAAS JONATHAN	26392 CLYDESDALE LN	MORENO V	92555	255.18	25.518	50.53	331.22
86430623006	473391019	684277	SERRANO, ROSA	26462	CLYDESDALE LN	92555-3331	HOLLOWAY DAVID A	11334 LADD AVE	MORENO V	92555	255.40	25.54	50.57	331.50
31621015004	308412012	684277	HERNANDEZ, HENRY (OWNR)	26537	CLYDESDALE LN	92555-3334	HERNANDEZ HENRY	11703 1/2 PARMELEE AVE	LOS ANGEI	90059	255.40	25.54	50.57	331.50
31365875007	291331007	684277	MONREAL, DANIEL	12044	COACHMAN LN	92557-6912	HARRINGTON FRANK	28400 LOCUST AVE	MORENO V	92555	255.29	25.53	50.55	331.36
31196355005	291331006	684277	RILEY, JOHN (OWNR)	12056	COACHMAN LN	92557-6912	RILEY JOHN W	12056 COACHMAN LN	MORENO V	92557	255.40	25.54	50.57	331.50
92058645003	291331001	684277	OCHOA, RAPHAEL	12116	COACHMAN LN	92557-6997	OCHOA RAFAEL	12116 COACHMAN LN	MORENO V	92557	41.77	4.18	8.27	54.20
98763273009	260253020	684277	RODRIGUEZ, EDUIES	22455	COBBLE CREEK DR	92557-2685	HUANG CHUN LIN	123 W LEROY AVE	ARCADIA C	91007	284.59	28.46	56.35	369.38
31474395008	260251013	684277	COOPER, FRANK	22502	COBBLE CREEK DR	92557-2684	COOPER FRANK L	22502 COBBLE CREEK DR	MORENO V	92557	255.40	25.54	50.57	331.50
31625805009	260251002	684277	MARTINEZ, LOMBARDO (OWNR)	22538	COBBLE CREEK DR	92557-2619	JUAREZ ALEJANDRA M	22538 COBBLE CREEK DR	MORENO V	92557	255.29	25.53	50.55	331.36

90896763002	260204006	684277	CHERRY, TONY	22551	COBBLE CREEK DR	92557-2617	CHERRY TONY	22551 COBBLE CREEK DR	MORENO V	92557	255.40	25.54	50.57	331.50
94786055000	488380039	684277	REIDY, MICHAEL AND BELINDA (O	12834	COBBLESTONE LN	92555-4508	REIDY MICHAEL P	12834 COBBLESTONE LN	MORENO V	92555	332.64	33.26	65.86	431.76
97400725005	488380035	684277	BROCK, CARY (OWNR)	12835	COBBLESTONE LN	92555-4508	GRIMES JOSEPH	12835 COBBLESTONE LN	MORENO V	92555	255.40	25.54	50.57	331.50
31311615006	488110061	684277	LOVING, TONYA AND HARDING (O	12899	COBBLESTONE LN	92555-4510	LOVING TONYA A	12899 COBBLESTONE LN	MORENO V	92555	142.21	14.22	28.16	184.58
93861445001	488122002	684277	JOHNSON, KAREN (OWNR)	12918	COBBLESTONE LN	92555-4511	JOHNSON KAREN L	12918 COBBLESTONE LN	MORENO V	92555	63.96	6.40	12.66	83.02
31370655003	488122006	684277	HARRIEL, RODNEY (OWNR)	12954	COBBLESTONE LN	92555-4511	HARRIEL RODNEY	12954 COBBLESTONE LN	MORENO V	92555	255.40	25.54	50.57	331.50
89699523004	488122007	684277	BROWN, SANDRA (OWNR)	12960	COBBLESTONE LN	92555-4511	BROWN EUDA S	1800 TAPO CANYON SV2202	SIMI VALLE	93063	91.65	9.17	18.15	118.96
75325095002	488122009	684277	ELMORE, DUPREE (OWNR)	12972	COBBLESTONE LN	92555-4511	ELMORE DUPREE D	12972 COBBLESTONE LN	MORENO V	92555	255.40	25.54	50.57	331.50
52079495008	486203008	684277	CORRALES, VICTOR	15768	COBRA DR	92551-4619	COLFIN AI CA 4	24682 DEL PRADO NO 200	DANA POIN	92629	255.29	25.53	50.55	331.36
96676275005	486203004	684277	RODRIGUEZ, EDGAR (RENT)	15810	COBRA DR	92551-1302	WANG MING MING	16925 PEPPER BROOK WAY	HACIENDA	91745	205.40	20.54	40.67	266.6
31616325009	486213008	684277	LOPEZ, BERNIE	15848	COBRA DR	92551-4620	LOPEZ ANA E	15848 COBRA DR	MORENO V	92551	332.40	33.24	65.82	431.44
31128285003	486212015	684277	HUNTER, STURGIS	15849	COBRA DR	92551-4623	HUNTER STURGIS	15849 COBRA DR	MORENO V	92551	332.40	33.24	65.82	431.44
98225685013	486212017	684277	ESCALANTE, JUANITA	15867	COBRA DR	92551-4623	ESCALANTE JUANA	15867 COBRA DR	MORENO V	92551	20.31	2.03	4.02	26.36
33323415003	486213005	684277	DEVINE, DANAE	15886	COBRA DR	92551-1304	DEVINE DANAE	15886 COBRA DR	MORENO V	92551	255.29	25.53	50.55	331.36
57388765001	486212022	684277	MARTINEZ, PAUL S	15913	COBRA DR	92551-4645	MARTINEZ PAUL S	15913 COBRA DR	MORENO V	92551	255.18	25.518	50.53	331.22
31107055005	486212023	684277	MOORE, MONICA (RENT)	15921	COBRA DR	92551-4645	TRUONG HUE	10864 EL CENTRO AVE	FOUNTAIN	92708	269.03	26.90	53.27	349.20
31444215009	484202013	684277	DRUMMOND, MITCHELL	14522	COCHITI DR	92553-7139	DRUMMOND MITCHELL E	14522 COCHITI DR	MORENO V	92553	255.29	25.53	50.55	331.36
31422675008	484201003	684277	HERNANDEZ, BRANDY (OWNR)	14533	COCHITI DR	92553-7143	HERNANDEZ OCTAVIO	14533 COCHITI DR	MORENO V	92553	69.21	6.92	13.70	89.82
89938755007	484201007	684277	HUDSON, NATHANIEL	14581	COCHITI DR	92553-7143	HUDSON NATHANIEL J	14581 COCHITI DR	MORENO V	92553	48.03	4.80	9.51	62.34
31471535005	264293012	684277	LEWIS, THELMA (RENT)	23625	COCKATIEL DR	92557-6200	TSE SHUET PING	23625 COCKATIEL DR	MORENO V	92557	255.40	25.54	50.57	331.50
55592405006	264293005	684277	GONZALEZ, ANGELINA (RENT)	23709	COCKATIEL DR	92557-6200	ESQUIVEL RICARDO A	2226 5TH ST	RIVERSIDE	92507	21.32	2.132	4.22	27.66
96943543003	264293003	684277	DIAZ, SANDRA	23733	COCKATIEL DR	92557-6200	DIAZ MARIO S	23733 COCKATIEL DR	MORENO V	92557	255.29	25.53	50.55	331.36
31090655007	264292017	684277	RODRIGUEZ, MARY (OWNR)	23742	COCKATIEL DR	92557-6235	RODRIGUEZ MARY E	23742 COCKATIEL DR	MORENO V	92557	266.91	26.69	52.85	346.44
31656065009	264431021	684277	ALCANTARA, BRIAN	23871	COCKATIEL DR	92557-7923	ALCANTARA BENNIE	619 FOOTHILL DR	PACIFICA (	94044	255.99	25.60	50.69	332.26
59969745001	264431018	684277	MC LEOD, ROSEMARY	23931	COCKATIEL DR	92557-7924	ROBINSON ALBERTO	23931 COCKATIEL DR	MORENO V	92557	255.29	25.53	50.55	331.36
93760265002	487304011	684277	ANDERSON, GRANT	26435	COCONUT LN	92555-2327	GRANT ANDERSON BETTY S	26435 COCONUT LN	MORENO V	92555	267.04	26.70	52.87	346.60
94373363002	487303007	684277	LEBOW-FULLER, DANA	26440	COCONUT LN	92555-2326	FULLER DANA LEE	26640 COCONUT LN	MORENO V	92555	255.29	25.53	50.55	331.36
93769605002	487304012	684277	MELGAR, GLORIA (OWNR)	26445	COCONUT LN	92555-2327	MELGAR GLORIA	26445 COCONUT LN	MORENO V	92555	154.92	15.492	30.67	201.08
98230235018	487304014	684277	VILLALVA, MARIA LOURDES	26465	COCONUT LN	92555-2327	VILLALVA MARIA LOURDES	26465 COCONUT LN	MORENO V	92555	255.40	25.54	50.57	331.50
92049063003	487303004	684277	MEDICUS, GARY AND KATE	26470	COCONUT LN	92555-2326	MEDICUS GARY	26470 COCONUT LN	MORENO V	92555	332.40	33.24	65.82	431.44
31122305002	479613002	684277	EVENSON, BONNIE (OWNR)	12266	COCOPAH CT	92557-7624	EVENSON JASON	12266 COCOPAH CT	MORENO V	92557	128.14	12.81	25.37	166.32
31407805002	479613001	684277	WRIGHT, DARRYL	12276	COCOPAH CT	92557-7624	WRIGHT DARRYL	12276 COCOPAH CT	MORENO V	92557	255.29	25.53	50.55	331.36
31624935005	488140017	684277	WILLIAMS, JOHN	27298	COLD CREEK CT	92555-4532	THR CALIF	27298 COLD CREEK CT	MORENO V	92555	255.40	25.54	50.57	331.50
90061645009	488140016	684277	ROBLES, ANDREA AND ANTHONY	27310	COLD CREEK CT	92555-4532	ROBLES ANTHONY	27310 COLD CREEK CT	MORENO V	92555	191.77	19.18	37.97	248.90
95356175006	264083016	684277	MORAN, FLOR (RENT)	23701	COLD SPRING	92557-4947	GREER JONATHAN R	9921 MICHAEL WAY	MORENO V	92557	127.42	12.74	25.23	165.38
92313955006	264083019	684277	DEGARMO, NEAL AND ALAYNE	23713	COLD SPRING	92557-4949	ALLEN TOM	18566 HARKHILL AVE	PERRIS CA	92570	255.18	25.518	50.53	331.22
86703373008	264091014	684277	MARTIN, MYRA (RENT)	23792	COLD SPRING	92557-4948	KETTLER MARK THOMAS	6 E YALE LOOP	IRVINE CA	92604	255.40	25.54	50.57	331.50
80650975001	264092017	684277	GONZALEZ, JORGE N	23799	COLD SPRING	92557-4950	GONZALEZ JORGE	23799 COLD SPRING	MORENO V	92557	255.40	25.54	50.57	331.50
66285115005	264091034	684277	LOUIS, HERNS (RENT)	23912	COLD SPRING	92557-4952	BURGY WILLIAM D	23912 COLD SPRING	MORENO V	92557	226.14	22.61	44.78	293.52
31080585003	260340003	684277	BERQUIST, SHAILA	23755	COLDWATER CT	92557-2864	BERGQUIST BRADLEY G	23755 COLDWATER CT	MORENO V	92557	251.57	25.157	49.81	326.52
31056855006	260340004	684277	COOPER, FRANK	23765	COLDWATER CT	92557-2864	COOPER FRANK L	23765 COLDWATER CT	MORENO V	92557	255.40	25.54	50.57	331.50
96156225009	474073002	684277	MARTINEZ, WHITNEY	11321	COLEMAN ST	92557-5751	MARTINEZ PAUL J	11321 COLEMAN ST	MORENO V	92557	29.40	2.94	5.82	38.16
31573225003	474073003	684277	ORDORICA, HALDO	11341	COLEMAN ST	92557-5751	ORDORICA HALDO	11341 COLEMAN DR	MORENO V	92557	255.29	25.53	50.55	331.36
93836515008	264322043	684277	JOHNSON, ANNEKE (RENT)	11782	COLLINGSWOOD DR	92557-6143	CALSADILLO CAREN S	8653 W HARMONY LN	PEORIA AZ	85382	164.22	16.422	32.52	213.14
95464483003	264322042	684277	ELIZARRARAS, MARTHA	11790	COLLINGSWOOD DR	92557-6143	ANGUIANO MARCO	11790 COLLINGSWOOD DR	MORENO V	92557	255.18	25.518	50.53	331.22
31350805004	264322041	684277	OREHEL, FRANCISCO	11798	COLLINGSWOOD DR	92557-6143	OREJEL FRANCISCO	11798 COLLINGSWOOD DR	MORENO V	92557	255.29	25.53	50.55	331.36
58230545001	264322040	684277	WASHINGTON, STEPHANIE	11806	COLLINGSWOOD DR	92557-6143	CAMERON ESPINOZA STACY	7375 KINGSLEY WAY	RIVERSIDE	92504	332.64	33.26	65.86	431.76
59841825005	264301047	684277	LOPEZ, BRITTANY (RENT)	11910	COLLINGSWOOD DR	92557-6146	TOVAR JORGE	11910 COLLINGSWOOD DR	MORENO V	92557	263.20	26.32	52.11	341.62
31284675002	264301045	684277	IHAB, SHARABEE (OWNR)	11930	COLLINGSWOOD DR	92557-6146	SHARABEEN IHAB ELIA	11930 COLLINGSWOOD DR	MORENO V	92557	224.48	22.45	44.45	291.36
94704285005	308393016	684277	HARRIS, WILLIE (OWNR)	16470	COLT WAY	92555-3300	HARRIS WILLIE J	16470 COLT WAY	MORENO V	92555	42.81	4.281	8.48	55.56
94524605000	308390016	684277	FULLER, JOE (RENT)	16493	COLT WAY	92555-3301	DINH THANH QUOC	35977 GOLD ST	UNION CIT	94587	155.40	15.54	30.77	201.70
96495745002	308393011	684277	CHAVEZ, VERONICA AND HUGO	16520	COLT WAY	92555-3303	CHAVEZ HUGO	16520 COLT WAY	MORENO V	92555	255.40	25.54	50.57	331.50
31366685005	308510010	684277	MARSHAL, WILLIE (RENT)	16620	COLT WAY	92555-3345	TRAN CINDY	1315 BONNET CT	SAN JOSE	95132	255.29	25.53	50.55	331.36
57657135002	308502030	684277	CHAPPEL, TAMEKA	16751	COLT WAY	92555-3348	CHAPPEL TAMIKA	16751 COLT WAY	MORENO V	92555	63.96	6.40	12.66	83.02
95911115001	308502027	684277	LEWIS, VIC (RENT)	16799	COLT WAY	92555-3349	PHUMIAM ANONG	16799 COLT WAY	MORENO V	92555	288.09	28.81	57.04	373.94
97099925003	308502024	684277	LOPEZ, LUZ (OWNR)	16839	COLT WAY	92555-3349	LOPEZ RAMIRO	16839 COLT WAY	MORENO V	92555	113.92	11.392	22.56	147.86
91052823009	256253011	684277	JUAREZ, VICTOR	11810	COLUMBO ST	92557-8522	JUAREZ VICTOR	11810 COLUMBO ST	MORENO V	92557	191.66	19.17	37.95	248.76
97128975009	256253012	684277	TAYLOR, KATRINA	11820	COLUMBO ST	92557-8522	TAYLOR KATRINA	11820 COLUMBO ST	MORENO V	92557	63.97	6.40	12.67	83.02
31365975006	482382014	684277	PARTIDA, ELENA (RENT)	24322	COMFORT CT	92553-3680	MARKEL RYAN	24322 COMFORT CT	MORENO V	92553	257.63	25.76	51.01	334.4
58598025000	482382017	684277	CUEVAS, MARIA	24348	COMFORT CT	92553-3680	GONZALEZ SERGIO BERMUDES	24348 COMFORT CT	MORENO V	92553	28.14	2.81	5.57	36.52
96059615003	482382019	684277	RUIZ, ALMA (RENT)	24363	COMFORT CT	92553-3680	GALVAN EUSEBIO	24363 COMFORT CT	MORENO V	92553	157.70	15.77	31.22	204.68
89808673009	487450021	684277	DICK, FAKUMOH	26928	COMMONS DR	92555-3721	DICK FAKUMOH	26928 COMMONS DR	MORENO V	92553	255.40	25.54	50.57	331.50
97579463000	487450024	684277	BOWEN, TRACY (RENT)	26964	COMMONS DR	92555-3721	NGUYEN LAM	26964 COMMONS DR	MORENO V	92555	128.14	12.81	25.37	166.32
95325885002	487450026	684277	GIBSON, KATRINA	26975	COMMONS DR	92555-3721	PHAM BILLY	19041 CLAYTON AVE	MORGAN I	95037	973.12	97.31	192.68	1,263.10
87063053003	482473001	684277	SMITH, ARVENSON	24666	CONLEY CT	92553-5872	CONSTANTINO VANESSA R	24666 CONLEY CT	MORENO V	92553	332.40	33.24	65.82	431.44

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56808275002	482473002	684277	CUELLAR, ANDREA (RENT)	24680	CONLEY CT	92553-5872	CUELLAR ANDREA	24680 CONLEY CT	MORENO V	92553	105.40	10.54	20.87	136.80
31389425002	482473011	684277	PARKER, LASHAWN (RENT)	24693	CONLEY CT	92553-5873	SANDERS WENDELL	24693 CONLEY CT	MORENO V	92553	409.88	40.99	81.16	532.02
90986015009	304172049	684277	FLETES, ISRAEL	15695	CONNEMARA CT	92555-4935	FLETES ISRAEL	15695 CONNEMARA CT	MORENO V	92555	332.40	33.24	65.82	431.44
94089073005	264373009	684277	BOYD, TAMI	11780	CONSTANTINE CIR	92557-5940	NGUYEN TIM	11780 CONSTANTINE CIR	MORENO V	92557	127.59	12.76	25.26	165.60
93929195008	264373017	684277	MONTOYA, MELISSA (RENT)	11895	CONSTANTINE CIR	92557-5913	JOSE ANDRES JUAN	11895 CONSTANTINE CIR	MORENO V	92557	148.31	14.831	29.37	192.5
83000295009	316072005	684277	OBUGE, MICHAEL	24648	CONSTELLATION WAY	92551-7295	OBUGE MICHAEL	24648 CONSTELLATION WAY	MORENO V	92551	255.18	25.518	50.53	331.22
96717995006	296151024	684277	BROWN, TINA	13615	COPE CT	92553-9649	JONES JAMES EDWARD	13615 COPE CT	MORENO V	92553	361.31	36.13	71.54	468.98
93771315009	296161064	684277	HINDS, DANIEL	13644	COPE CT	92553-9648	RIVAS NICOLAS V	13644 COPE CT	MORENO V	92553	191.77	19.18	37.97	248.90
1.00735E+11	296161055	684277	ATKINS, SYDNEY (RENT)	13645	COPE CT	92553-9649	HERNANDEZ JEREMIAS	26485 HAZELCREST CT	MORENO V	92555	154.48	15.448	30.59	200.5
96751113000	296161063	684277	MANNING, CHERYL	13648	COPE CT	92553-9648	SIEGLER CHARLENE G	13648 COPE CT	MORENO V	92553	255.40	25.54	50.57	331.50
92373865009	296161056	684277	SMITH, KIM (RENT)	13651	COPE CT	92553-9649	NGUYEN JULIE	PO BOX 267	MIDWAY C	92655	97.88	9.788	19.38	127.04
89536683004	296161062	684277	AKERLUNDH, ISABEL CHRISTINA	13652	COPE CT	92553-9648	AKERLUNDH ISABEL	13652 COPE CT	MORENO V	92553	255.29	25.53	50.55	331.36
88312603008	296161057	684277	BARROJAS, JOSE	13657	COPE CT	92553-9649	BARROJAS JOSE J	13657 COPE CT	MORENO V	92553	191.55	19.155	37.93	248.62
31571285004	296161060	684277	PULIDO, ROSA (RENT)	13660	COPE CT	92553-9648	PACHECO ADAN	13660 COPE CT	MORENO V	92553	255.40	25.54	50.57	331.50
72002225003	308572018	684277	COOPER, AKAYME (RENT)	15609	COPPER MOUNTAIN RD	92555-4968	BUTTS WILLIE H	15609 COPPER MOUNTAIN RD	MORENO V	92555	139.88	13.99	27.70	181.56
98264305012	482162010	684277	CASTANON, IRMA (OWNR)	13441	CORA PL	92553-3820	CASTANON JAVIER	13441 CORA PL	MORENO V	92553	255.40	25.54	50.57	331.50
68477865008	482162005	684277	GUDDE, DANIEL (OWNR)	13470	CORA PL	92553-3820	GUDDE DANIEL	13470 CORA PL	MORENO V	92553	191.77	19.18	37.97	248.90
93229143004	260470008	684277	PATT, STORMIE (OWNR)	10141	CORAL LN	92557-2876	HE FENG QING	6333 MUSCATEL AVE	SAN GABRI	91775	134.96	13.50	26.72	175.16
73191815009	260472010	684277	BLUNT, JAQUELIN	10162	CORAL LN	92557-2874	TU QASIM	178 TAMARACK DR	CORONA C	92881	228.56	22.86	45.25	296.66
31236415007	260472006	684277	VELASCOS, JESUS	10210	CORAL LN	92557-2875	VELASCO JESUS CUAUHTEMOC	10210 CORAL LN	MORENO V	92557	255.18	25.518	50.53	331.22
91154395003	260471022	684277	BROWN, LASHANDA	10268	CORAL LN	92557-2877	COWWYE ANNETTE GERTRUDE	1455 LEMON AVE	LONG BEA	90813	332.40	33.24	65.82	431.44
31597085001	479532002	684277	ELIZARRARZ, GEORGE	12927	CORALBERRY ST	92553-4717	ELIZARRARAZ JORGE	12927 CORALBERRY ST	MORENO V	92553	28.03	2.80	5.55	36.38
94919185000	479532003	684277	JUAREZ, ANTONIA (RENT)	12941	CORALBERRY ST	92553-4717	SECRETARY HOUSING & URBAN DEV OF	5312 BOLSA AVE STE 200	HUNTINGT	92649	295.08	29.51	58.43	383.00
96206775006	482272013	684277	MIRANDA, CELIA	14551	CORDON PL	92553-3519	RODRIGUEZ JUANA A	14551 CORDON PL	MORENO V	92553	338.43	33.84	67.01	439.28
86537233000	482272019	684277	PEREZ, ROBERTO	14556	CORDON PL	92553-3534	JAUREGUI MARCIAL ESTATE OF	14556 CORDON PL	MORENO V	92553	255.29	25.53	50.55	331.36
31300065004	482272022	684277	FLORES, ELIZABETH (RENT)	14596	CORDON PL	92553-3534	ABRAMSON WALTER JOHN	14596 CORDON PL	MORENO V	92553	259.03	25.90	51.29	336.22
31207205002	482272023	684277	ROCHA-HERNANDEZ, ALICIA (REN	14610	CORDON PL	92553-3535	ESTRADA RAMON	14610 CORDON PL	MORENO V	92553	437.95	43.795	86.71	568.44
91835265004	482272009	684277	WHITE, BETTY	14615	CORDON PL	92553-3537	WHITE BETTY	14615 CORDON PL	MORENO V	92553	255.29	25.53	50.55	331.36
87787705001	484311009	684277	MACIAS, MARISELA (RENT)	25811	CORIANDER CT	92553-5027	MOORE JAMES B	25811 CORIANDER CT	MORENO V	92553	342.68	34.27	67.85	444.78
31564715009	484311022	684277	GRANT, FELICIA	25812	CORIANDER CT	92553-5028	GRANT FELICIA	25812 CORIANDER CT	MORENO V	92553	52.65	5.27	10.42	68.32
31102115004	484311024	684277	PENA, NORA	25832	CORIANDER CT	92553-5028	MORALES JOSE A	25832 CORIANDER CT	MORENO V	92553	128.14	12.81	25.37	166.32
76352565006	484311006	684277	JONES, VALERIE (RENT)	25841	CORIANDER CT	92553-5027	BROOKS ROBERT R	25841 CORIANDER CT	MORENO V	92553	65.70	6.57	13.01	85.26
1.01716E+11	484311004	684277	CARREON, EDGAR (OWNR)	25861	CORIANDER CT	92553-5027	CARREON EDGAR	25861 CORIANDER CT	MORENO V	92553	255.29	25.53	50.55	331.36
31652285002	484312008	684277	HERNANDEZ, FRANCISCO	25864	CORIANDER CT	92553-5043	HERNANDEZ FRANCISCO R	25864 CORIANDER CT	MORENO V	92553	255.40	25.54	50.57	331.50
31124325004	484312013	684277	THOMAS, FLOYD AND DEBRA	25898	CORIANDER CT	92553-5043	THOMAS FLOYD	25898 CORIANDER CT	MORENO V	92553	255.18	25.518	50.53	331.22
87185665006	484321066	684277	PERRY, EUGENE	25905	CORIANDER CT	92553-5040	PERRY GENE A	25905 CORIANDER CT	MORENO V	92553	254.92	25.49	50.47	330.88
97623825001	484321049	684277	DUQUET, ABRAHAM (RENT)	25958	CORIANDER CT	92553-5016	CARRILLO JESUS	25958 CORIANDER CT	MORENO V	92553	201.22	20.12	39.84	261.18
91089283004	484321054	684277	ARMENTA, PAULINA	25996	CORIANDER CT	92553-5016	ARMENTA PAULINA	25996 CORIANDER CT	MORENO V	92553	255.40	25.54	50.57	331.50
31136245005	482152031	684277	O'QUIN, MAUWALEKA	24851	CORLEY CT	92553-3821	OQUIN MAUWALEKA	P O BOX 51844	RIVERSIDE	92517	332.64	33.26	65.86	431.76
1.01579E+11	487041037	684277	MACDONALD, BRUCE AND NANCY	26044	CORONADA DR	92555-1828	MACDONALD BRUCE A	26044 CORONADA DR	MORENO V	92555	63.96	6.40	12.66	83.02
89722543000	487041040	684277	GAVEIS, JESSICA	26090	CORONADA DR	92555-1828	OCHOA MIGUEL ANGEL	26090 CORONADA DR	MORENO V	92555	255.29	25.53	50.55	331.36
91907305003	487042001	684277	O'NEILL, JOHN (OWNER)	26121	CORONADA DR	92555-1851	HAJIRNIA AMIR	927 PANTERA DR	DIAMOND	91765	255.40	25.54	50.57	331.50
91104743005	487032004	684277	HERNANDEZ, EDITH C	26139	CORONADA DR	92555-1831	HERNANDEZ JEREMIAS	26985 ROCKVALE TER	MORENO V	92555	176.89	17.69	35.02	229.60
93059455009	487032006	684277	WILLIAMS, PAUL AND KIM	26147	CORONADA DR	92555-1833	WILLIAMS PAUL J	26147 CORONADA DR	MORENO V	92555	128.03	12.80	25.35	166.18
90242003009	487032008	684277	DIEHL, CHRISTINA	26157	CORONADA DR	92555-1833	COLFIN AI CA 4	24682 DEL PRADO STE 200	DANA POIN	92629	255.29	25.53	50.55	331.36
85896485008	312331003	684277	STRANGE, DIANE(OWNR)	25937	CORTE ANTIGUA	92551-6345	STRANGE DIANNE L	25937 CORTE ANTIGUA	MORENO V	92551	155.40	15.54	30.77	201.70
96866405005	304220012	684277	GOMEZ, HORACIO AND STEPHANI	27585	CORTE DEL SOL	92555-5923	GOMEZ HORACIO	27585 CORTE DEL SOL	MORENO V	92555	63.26	6.33	12.53	82.10
96059105000	304220041	684277	HAYES, CARLENE	27610	CORTE DEL SOL	92555-5924	ALANIZ JAMES Q	27610 CORTE DEL SOL	MORENO V	92555	256.05	25.61	50.70	332.34
31512105006	304220020	684277	MONTOYA, GILBERT (OWNR)	27645	CORTE DEL SOL	92555-5925	MONTOYA GILBERT	33549 CEDAR CREEK LN	LAKE ELSIN	92532	255.40	25.54	50.57	331.50
31541635004	304220034	684277	JENKINS, SHEENA (RENT)	27694	CORTE DEL SOL	92555-5930	RODGERS BLANKENSHIPMAUNA LOA	27694 CORTE DEL SOL	MORENO V	92555	332.64	33.26	65.86	431.76
91487803001	304220078	684277	AGUILAR, ESTEBAN (OWNR)	27706	CORTE DEL SOL	92555-5930	AGUILAR ESTEBAN A	27706 CORTE DEL SOL	MORENO V	92555	58.39	5.839	11.56	75.78
52704465007	312351045	684277	BIBIANO, MARIO	25953	CORTE SAN LEANDRO	92551-6360	BIBIANO MARIO	25953 CORTE SAN LEANDRO	MORENO V	92551	255.40	25.54	50.57	331.50
97271685008	312350040	684277	HARVEY, TANYA (RENT)	17701	CORTE SOLEDAD	92551-6362	CHRISTOU CHRISTOS	16759 CALLE PINATA ST	MORENO V	92551	255.40	25.54	50.57	331.50
58792055002	312350034	684277	SINCLAIR, ROLAND	17734	CORTE SOLEDAD	92551-6363	SINCLAIR ROLAND	17734 CORTE SOLEDAD	MORENO V	92551	255.40	25.54	50.57	331.50
31639055007	312351007	684277	BARAJAS, OCTAVIO (OWNR)	17767	CORTE SOLEDAD	92551-6362	BARAJAS OCTAVIO	17767 CORTE SOLEDAD	MORENO V	92551	115.16	11.52	22.80	149.46
31413915007	312351013	684277	MITCHELL, BRUCE (RENT)	17815	CORTE SOLEDAD	92551-6364	TAYLOR CHRISTOPHER J	21 RENATA	NEWPORT	92657	255.40	25.54	50.57	331.50
70863365000	312351018	684277	JONES, PAMELA (OWNR)	17855	CORTE SOLEDAD	92551-6364	JONES PAMELA	17855 CORTE SOLEDAD	MORENO V	92551	255.40	25.54	50.57	331.50
97102905009	259451026	684277	MARTINEZ, GLORIA (OWNR)	23008	COTATI CT	92557-3501	MARTINEZ JAMES P	23008 COTATI CT	MORENO V	92557	146.94	14.69	29.09	190.72
95330725006	259451024	684277	FOURNIER, LESLIE	23021	COTATI CT	92557-3501	FOURNIER PETER	23021 COTATI CT	MORENO V	92557	255.40	25.54	50.57	331.50
31078705002	259451030	684277	JAMES, BEVERLY	23062	COTATI CT	92557-3501	JAMES BEVERLY J	23062 COTATI CT	MORENO V	92557	58.18	5.82	11.52	75.50
80497395009	263200002	684277	SERNA, LETICIA (RENT)	21775	COTTONWOOD AVE	92553-8176	HOOPER ROOSEVELT	3165 JACARANDA ST	RIVERSIDE	92504	332.64	33.26	65.86	431.76
90068765008	263200008	684277	MARTINES, ALEJANDRO	21883	COTTONWOOD AVE	92553-8179	MARTINEZ ALEJANDRO	21883 COTTONWOOD AVE	MORENO V	92553	255.40	25.54	50.57	331.50
97109005003	263200020	684277	ALMAGUER, ARGIL	21921	COTTONWOOD AVE	92553-8185	ALMAGUER ARGEL	13612 PERSIMMON	MORENO V	92553	255.29	25.53	50.55	331.36
87787045000	291211003	684277	TRUJILLO, VICENTE	22561	COTTONWOOD AVE	92553-8431	ZALDANA ARGENTINA	22561 COTTONWOOD AVE	MORENO V	92553	255.29	25.53	50.55	331.36
83278785008	291241001	684277	BLACKWELL, WAYNE (RENT)	22881	COTTONWOOD AVE	92553-8660	LUCAS BRIAN	22881 COTTONWOOD AVE	MORENO V	92553	255.40	25.54	50.57	331.50

95907445000	482113007	684277	CHUNG, MARIA	24306	COTTONWOOD AVE	92553-3310	BOLANOS VICTOR FRANCO	24306 COTTONWOOD AVE	MORENO V	92553	255.40	25.54	50.57	331.50
99320163000	482113005	684277	HERNANDEZ, MIGUEL AND MARIA	24330	COTTONWOOD AVE	92553-3310	HERNANDEZ MIGUEL A	24330 COTTONWOOD AVE	MORENO V	92553	63.96	6.40	12.66	83.02
58884615000	482170047	684277	MCINTYRE, LOVEY (RENT)	24395	COTTONWOOD AVE	92553-6253	MCARTHUR JAMES L	24395 COTTONWOOD AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31628285002	482170015	684277	SELTERS, NATALIE (RENT)	24421	COTTONWOOD AVE	92553-3315	HOME EXPO FINANCIAL	P O BOX 9818	MORENO V	92557	127.59	12.76	25.26	165.6
31168105007	482170052	684277	MASON, RICK	24451	COTTONWOOD AVE	92553-3315	MASON RICKY H	24451 COTTONWOOD AVE	MORENO V	92553	83.40	8.34	16.51	108.24
31076205001	482152051	684277	SANCHEZ, MARIA	24894	COTTONWOOD AVE	92553-3816	FLESNER DAVID H	P O BOX 7144	LAGUNA N	92677	255.29	25.53	50.55	331.36
95339455003	482152053	684277	COAKLEY,VICTORIA	24916	COTTONWOOD AVE	92553-3824	FLESNER DAVID H	P O BOX 7144	LAGUNA N	92677	255.40	25.54	50.57	331.50
95389465006	479160006	684277	ALEMAN, CONSUELO	25752	COTTONWOOD AVE	92553-4874	ALEMAN CONSUELO	25752 COTTONWOOD AVE	MORENO V	92553	192.40	19.24	38.10	249.72
90558983002	479170004	684277	CARRION, JOHN	25961	COTTONWOOD AVE	92553-4805	CARRION JOHN JOE	25961 COTTONWOOD AVE	MORENO V	92553	205.29	20.53	40.65	266.46
96384435003	487470005	684277	MORELAND, KAREN	26345	COTTONWOOD AVE	92555-2505	MORELAND KAREN J	26345 COTTONWOOD AVE	MORENO V	92555	382.20	38.22	75.68	496.08
91522485002	488190001	684277	MCDONALD, LETICIA (RENT) APTS	27041	COTTONWOOD AVE	92555-4604	DESAI IRDIA RAJ	27041 COTTONWOOD AVE	MORENO V	92555	551.37	55.14	109.17	715.66
75557895002	488180020	684277	HERNANDEZ, DELIA	27130	COTTONWOOD AVE	92555-4624	HERNANDEZ ANTONIO B	27130 COTTONWOOD AVE	MORENO V	92555	195.40	19.54	38.69	253.62
31606795001	488190010	684277	RAMIREZ, NANCY (OWNR)	27331	COTTONWOOD AVE	92555-4606	RAMIREZ VICTOR	27331 COTTONWOOD AVE	MORENO V	92553	368.50	36.85	72.96	478.30
96290645008	488190028	684277	SCHULER, KAREN (OWNR)	27381	COTTONWOOD AVE	92555-4606	SMITH KAREN	27381 COTTONWOOD AVE	MORENO V	92555	409.88	40.99	81.16	532.02
31288405000	488190025	684277	PANTELAKIS, MICHAEL (RENT)	27499	COTTONWOOD AVE	92555-4630	PAUL BERTHA	27499 COTTONWOOD AVE	MORENO V	92553	245.98	24.60	48.70	319.28
49425715003	256292002	684277	MARTIN, DANIEL	11430	COUNT FLEET CT	92557-8301	MARTIN DANIEL K	8525 DE SOTO AVE APT 62	CANOGA P	91304	255.29	25.53	50.55	331.36
52242625005	256292001	684277	WEGLAND, MATT (RENT)	11440	COUNT FLEET CT	92557-8301	SEELEY JAMES R	11440 COUNT FLEET CT	MORENO V	92557	289.18	28.92	57.26	375.34
31072605006	259443009	684277	HERNANDEZ, TONY	22404	COUNTRY CREST DR	92557-1710	HERNANDEZ TONY R	22404 COUNTRY CREST DR	MORENO V	92557	332.40	33.24	65.82	431.44
31425015000	259421005	684277	BARNETT, LINDA (OWNR)	22520	COUNTRY CREST DR	92557-1712	MCKISSACK RUSSELL ALEN	22520 COUNTRY CREST DR	MORENO V	92557	255.40	25.54	50.57	331.50
87966575008	259421004	684277	THOMAS, HAROLD AND DONNA	22530	COUNTRY CREST DR	92557-1712	THOMAS DONNA M	22530 COUNTRY CREST DR	MORENO V	92557	255.29	25.53	50.55	331.36
97037375008	259423002	684277	BARRERA, LOUIE AND MARY	22575	COUNTRY CREST DR	92557-1721	BARRERA MARY E	22575 COUNTRY CREST DR	MORENO V	92557	255.29	25.53	50.55	331.36
98158923006	264344004	684277	LOPEZ, MARTIN	11672	COUNTRY FLOWER LN	92557-6002	LOPEZ MARTIN L	11672 COUNTRY FLOWER LN	MORENO V	92557	191.66	19.17	37.95	248.76
51831985000	264275004	684277	FLORES JR, WILLIAM	11748	COUNTRY FLOWER LN	92557-6002	FLORES WILLIAM E	11748 COUNTRY FLOWER LN	MORENO V	92557	255.29	25.53	50.55	331.36
31361805001	260392015	684277	BECERRA, ROSEMARY	22470	COUNTRY GATE RD	92557-2660	BECERRA DAVID G	22470 COUNTRY GATE RD	MORENO V	92557	174.26	17.426	34.50	226.18
31270105001	260205001	684277	HAWKINS, DERWIN	22491	COUNTRY GATE RD	92557-2662	HAWKINS DERWIN L	22491 COUNTRY GATE RD	MORENO V	92557	255.40	25.54	50.57	331.50
31548875008	260204017	684277	JOHNSON, RENE	22540	COUNTRY GATE RD	92557-2661	KING TERRY	22540 COUNTRY GATE RD	MORENO V	92557	255.29	25.53	50.55	331.36
94428815000	260204015	684277	FARAH, YOUSSEF (OWNR)	22560	COUNTRY GATE RD	92557-2661	FARAH YOUSSEF	22560 COUNTRY GATE RD	MORENO V	92557	225.40	22.54	44.63	292.56
31348485005	260353001	684277	ROSS, DENISE	22760	COUNTRY GATE RD	92557-2635	ROSS MARK D	22760 COUNTRY GATE RD	MORENO V	92557	255.29	25.53	50.55	331.36
31378565005	259363022	684277	RODRIGUEZ, ALFREDO (OWNR)	22760	COUNTRYSIDE WAY	92557-1806	RODRIGUEZ MARIA DEL REFUGIO	22760 COUNTRYSIDE WAY	MORENO V	92557	255.40	25.54	50.57	331.50
92098475004	259363018	684277	THURSTON, OMYIA	22800	COUNTRYSIDE WAY	92557-1830	THURSTON VENABLE OMYIA	P O BOX 1201	MORENO V	92556	255.40	25.54	50.57	331.50
31572605005	291282002	684277	IMMANUEL HOUSE	13837	COURAGE ST	92553-8748	OSORIO HENRY	13837 COURAGE ST	MORENO V	92553	309.76	30.98	61.33	402.06
31359065000	291282003	684277	DAVIS, DANIEL JR	13853	COURAGE ST	92553-8748	HOLLAND JERRY A	13395 SUNFLOWER CT	MORENO V	92553	217.32	21.73	43.03	282.08
31472405000	291282004	684277	LOPEZ , ELOBIA (RENT)	13867	COURAGE ST	92553-8748	MARTINEZ ANGEL C	2800 VALENCIA AVE	SAN BERN	92404	191.40	19.14	37.90	248.42
96868405001	482632005	684277	MAGANA, OSCAR AND MARIBEL (	13876	COVEY QUAIL LN	92553-3870	MAGANA OSCAR	13876 COVEY QUAIL LN	MORENO V	92553	20.98	2.10	4.15	27.22
80627525004	482631032	684277	AVALOS, AGUSTINA (RENT)	13972	COVEY QUAIL LN	92553-3808	MORENO LUIS	1420 E EDINGER AVE NO 107	SANTA AN	92705	225.74	22.57	44.70	293.00
31545215003	474576006	684277	RAYO, TIRSO AND SOCORRO	24701	COVEY RD	92557-4218	RAYO TIRSO	24701 COVEY RD	MORENO V	92557	255.29	25.53	50.55	331.36
31607665006	474573003	684277	CANAL, RAUL AND VERONICA	24738	COVEY RD	92557-4219	GANESHALINGAM BHAVANI	24738 COVEY RD	MORENO V	92557	254.52	25.45	50.39	330.36
96983875009	474573001	684277	OLIPHANT, ARMOND	24776	COVEY RD	92557-4219	OLIPHANT SONJA D	24776 COVEY RD	MORENO V	92557	146.29	14.63	28.97	189.88
31514115000	474574007	684277	PLEDGER, DENISE	24874	COVEY RD	92557-4220	PLEDGER LATRECIA D	24874 COVEY RD	MORENO V	92557	255.18	25.518	50.53	331.22
96156185007	475240019	684277	MONTOYA, MARTINA AND MARTI	24536	COVINGTON WAY	92557-6427	GARCIA MARTIN	24536 COVINGTON WAY	MORENO V	92557	255.30	25.53	50.55	331.36
86245453003	475240028	684277	MARINEZ, ROSA	24596	COVINGTON WAY	92557-6427	MARTINEZ OSCAR ELEAZAR	24596 COVINGTON WAY	MORENO V	92557	255.29	25.53	50.55	331.36
31242605005	482561033	684277	WILLIAMS, STEPHEN S	24110	CRAIG DR	92553-3596	WILLIAMS STEPHEN SCOTT	24110 CRAIG DR	MORENO V	92553	255.29	25.53	50.55	331.36
31385005008	482561029	684277	BARRERA, MIGUEL (RENT)	24156	CRAIG DR	92553-3596	ARIAS ALDO	24156 CRAIG DR	MORENO V	92553	255.40	25.54	50.57	331.50
97835045005	482561023	684277	MCLAUGHLIN, JOSE (OWNR)	24230	CRAIG DR	92553-3569	MCLAUGHLIN JOSE	24230 CRAIG DR	MORENO V	92553	67.71	6.771	13.41	87.88
31236685000	482561022	684277	GRANADOS, MIRIAM (OWNR)	24244	CRAIG DR	92553-3569	HOMESALES	10790 RANCHO BERNARDO RD	SAN DIEGO	92127	255.29	25.53	50.55	331.36
97666385002	264194014	684277	HOPKINS, MARY	11669	CRANE CT	92557-6203	HOPKINS MARY E	11669 CRANE CT	MORENO V	92557	255.29	25.53	50.55	331.36
97837945002	264194018	684277	SOLLANO, MARIO (OWNR)	11680	CRANE CT	92557-6203	SOLLANO MARIO	10690 BREEZY MEADOW DR	MORENO V	92557	254.80	25.48	50.45	330.72
87924625007	264194011	684277	ROGERS, ALBERTO	11699	CRANE CT	92557-6203	MOORE JOHN	291 CORPORATE TERRACE CIR	CORONA (	92879	191.66	19.17	37.95	248.76
62534785009	264194020	684277	JORDAN, RODNEY	11700	CRANE CT	92557-6203	MALDONADO GABRIEL	11700 CRANE CT	MORENO V	92557	332.64	33.26	65.86	431.76
95029303002	264194021	684277	BRECINO, MARIA AND JOSE LOUIS	11710	CRANE CT	92557-6203	VILLA JOSE USWALDO	11710 CRANE CT	MORENO V	92557	255.29	25.53	50.55	331.36
31459025007	264293022	684277	SMITH, IRMA (RENT)	11711	CRANE CT	92557-6203	CHAU TRI LE	422 ELIZABETH AVE NO A	MONTERE	91755	255.40	25.54	50.57	331.50
94643693009	479481006	684277	NOLEN, OLIVE (RENT)	13555	CRAPE MYRTLE DR	92553-4396	KAI ENTERPRISE	20711 ASHLEY WAY	SARATOGA	95070	64.07	6.407	12.69	83.16
91323393004	479482058	684277	WILLIAMS, MELINDA	13608	CRAPE MYRTLE DR	92553-4395	POWELL GEORGE E	3689 MORNING GLORY DR	RIALTO CA	92376	255.29	25.53	50.55	331.36
95312825003	479474005	684277	ARTEAGA, MARTIN	13674	CRAPE MYRTLE DR	92553-4395	ARTEAGA MARTIN	13674 CRAPE MYRTLE DR	MORENO V	92553	23.31	2.33	4.62	30.24
31577745005	479474008	684277	SANDERS, NICOLE AND RONN (RE	13704	CRAPE MYRTLE DR	92553-4370	PAGLOMUTAN LOPE B	525 N GILBERT NO 59	ANAHEIM	92801	184.03	18.40	36.44	238.86
98119393009	488131002	684277	ACUNA, REGINA (RENT)	13161	CREEKSIDE WAY	92555-4541	OSUNA GILBERTO	13161 CREEKSIDE WAY	MORENO V	92555	267.81	26.78	53.03	347.6
66356155005	308531002	684277	MOLINA, JENNY	17317	CREMELLO WAY	92555-3369	MOLINA JENNY D	17317 CREMELLO WAY	MORENO V	92555	255.40	25.54	50.57	331.50
31378555007	308541015	684277	KONILOW, JUSTIN (OWNR)	17326	CREMELLO WAY	92555-3392	KONIKOW JUSTIN D	16364 COOL BREEZE CT	RIVERSIDE	92503	255.40	25.54	50.57	331.50
92046665003	304500029	684277	VALEDEVIA, MARCELA (RENT)	27898	CRESCENT CT	92555-5738	VIRAMONTES JAIME V	27898 CRESCENT CT	MORENO V	92555	255.40	25.54	50.57	331.50
31571375005	260191027	684277	HERRICK, MARY AND STEVEN	10338	CREST BROOK DR	92557-2609	HERRICK STEVEN M	10338 CREST BROOK DR	MORENO V	92557	409.14	40.914	81.01	531.06
80909185007	260191018	684277	AMINO, TED	10363	CREST BROOK DR	92557-2611	AMINO TED T	10363 CREST BROOK DR	MORENO V	92557	137.29	13.73	27.18	178.20
31092685007	304053008	684277	GARCIA, WENDY (RENT)	14516	CRESTVIEW CIR	92555-6230	GIPSON DALE D	14516 CRESTVIEW CIR	MORENO V	92555	141.38	14.138	27.99	183.5
31347565000	478352015	684277	CHARLES, LATONYA (RENT)	28345	CRISPIN DR	92555-6029	REN SHAN	24373 STACEY AVE	MORENO V	92551	63.96	6.396	12.66	83.02
93826845000	478352013	684277	WILLIAMS, MICHAEL	28385	CRISPIN DR	92555-6029	MAGANYA WILLIAMS MARY N	28385 CRISPIN DR	MORENO V	92555	128.03	12.80	25.35	166.18
95343993002	473411002	684277	WHITESIDE, HUESTON (OWNR)	11302	CROCKER CIR	92555-5236	WHITESIDE HUESTON C	11302 CROCKER CIR	MORENO V	92555	332.40	33.24	65.82	431.44

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98261535010	259443017	684277	JOHNSON, ANTHONY (OWNR)	9751	CROSS CREEK CIR	92557-1722	JOHNSON ANTHONY DEAN	9751 CROSS CREEK CIR	MORENO V	92557	63.96	6.40	12.66	83.02
31049955000	260322006	684277	SCOTT, ALVADA	10320	CROSSING GREEN CIR	92557-2625	PARKER KIMBERLY	10320 CROSSING GREEN CIR	MORENO V	92557	255.40	25.54	50.57	331.50
31399185001	260322019	684277	MORGAN, JANNET (RENT)	10333	CROSSING GREEN CIR	92557-2689	MORGAN KLEVONTEY	10333 CROSSING GREEN CIR	MORENO V	92557	191.77	19.18	37.97	248.90
31333935003	260321031	684277	SAN AGUSTINE, JAIME	10362	CROSSING GREEN CIR	92557-2626	MENDEZ DAVID MELARA	10362 CROSSING GREEN CIR	MORENO V	92557	332.40	33.24	65.82	431.44
96593765009	260321027	684277	WHITSETT, DAVID AND VALERIE	10386	CROSSING GREEN CIR	92557-2626	WHITSETT DAVID S	10386 CROSSING GREEN CIR	MORENO V	92557	255.29	25.53	50.55	331.36
89067673002	260321026	684277	LEARY, ALVIN (RENT)	10392	CROSSING GREEN CIR	92557-2626	MADRID LOUIS J	1735 BROADWAY ST APT 1	REDWOOD	94063	255.40	25.54	50.57	331.50
97110475002	260321022	684277	STUART, CHARLENE (RENT)	10393	CROSSING GREEN CIR	92557-2690	ARANA JOSE J	5031 ALMADEN DR	LOS ANGEL	90042	63.63	6.363	12.60	82.58
31409595002	292127002	684277	MORALES, HEROLINDA	12675	CROSSMONT PL	92553-5613	MORALES HEROLINDA	12675 CROSSMONT PL	MORENO V	92553	284.36	28.44	56.30	369.08
31418155005	292122002	684277	DORATI, CICEY (RENT)	12844	CROSSMONT PL	92553-5615	HUANG XIU YING	P O BOX 778	CHINO HIL	91709	154.05	15.41	30.50	199.94
86543693001	292133002	684277	CASTILLO, ROSALBA	12908	CROSSMONT PL	92553-5664	CASTILLO CECIL	12908 CROSSMONT PL	MORENO V	92553	127.92	12.792	25.33	166.04
31207325007	292134010	684277	ROBERSON, AUBREY	12935	CROSSMONT PL	92553-5665	OCULAM SILVANITO	12935 CROSSMONT PL	MORENO V	92553	255.18	25.518	50.53	331.22
31592465002	292134008	684277	RIOS, CHAD (RENT)	12955	CROSSMONT PL	92553-5665	RIOS GIPSON MIRANDA G	12955 CROSSMONT PL	MORENO V	92553	63.93	6.39	12.66	82.98
93234045005	479622018	684277	RODRIGUEZ, SAMANTHA	13825	CUMIN ST	92553-4858	ANDERSON GEORGE W	13825 CUMIN ST	MORENO V	92553	255.29	25.53	50.55	331.36
97045835005	479621016	684277	HALLOWAY, DIONNE	13850	CUMIN ST	92553-4859	HOLLOWAY DIONNE	13850 CUMIN ST	MORENO V	92553	255.29	25.53	50.55	331.36
83001145009	484321030	684277	SANCHEZ, MARTHA	14808	CURRY ST	92553-5017	SANCHEZ MARTHA MARIA	14808 CURRY ST	MORENO V	92553	255.40	25.54	50.57	331.50
92417553009	484321031	684277	GONZALEZ, JOSE	14818	CURRY ST	92553-5017	GONZALEZ JOSE LUIS	14818 CURRY ST	MORENO V	92553	255.40	25.54	50.57	331.50
72186395008	484321044	684277	ELY, DARLENE	14918	CURRY ST	92553-5055	ELY JAMES T	14918 CURRY ST	MORENO V	92553	190.18	19.018	37.66	246.84
93784765007	484321045	684277	HAYS, TRACI (RENT)	14924	CURRY ST	92553-5055	AYASS WALID S	67170 PASA TIEMPO	DESERT HC	92240	215.40	21.54	42.65	279.58
93917783009	484322004	684277	AGUILAR, LUIS AND MARIBEL	14925	CURRY ST	92553-5019	AGUILAR LUIS	14925 CURRY ST	MORENO V	92553	191.77	19.18	37.97	248.90
94950495000	484312028	684277	PRADO, FLORA (RENT)	14953	CURRY ST	92553-5019	HERNANDEZ JOSE J	14953 CURRY ST	MORENO V	92553	29.81	2.981	5.90	38.68
31634175003	484312022	684277	ENRIQUEZ, JOSE	14970	CURRY ST	92553-5015	HENRIQUEZ MARGARITA	14970 CURRY ST	MORENO V	92553	255.29	25.53	50.55	331.36
31269235006	296103021	684277	MCCOY, ANN	23810	CUSHENBURY RD	92553-3231	MCCOY THOMAS T	23810 CUSHENBURY DR	MORENO V	92553	279.22	27.92	55.29	362.42
93324275005	296103020	684277	RODRIGUES, DANIEL (RENT)	23820	CUSHENBURY RD	92553-3231	HOME EXPO FINANCIAL INC	P O BOX 9818	MORENO V	92552	255.40	25.54	50.57	331.50
31519635000	296103018	684277	LYONS, BEVERLY	23840	CUSHENBURY RD	92553-3231	LYONS BEVERLY J	23840 CUSHENBURY DR	MORENO V	92553	211.56	21.16	41.89	274.60
31286345007	484060019	684277	GUERRERO, SANDRA (RENT)	14159	CYPRESS SANDS LN	92553-2918	SALAZAR JORGE O	14159 CYPRESS SANDS LN	MORENO V	92553	255.40	25.54	50.57	331.50
92502785000	484060033	684277	CHAVEZ, MINERVA (RENT)	14222	CYPRESS SANDS LN	92553-2917	BARON LESTER M	14222 CYPRESS SANDS LN	MORENO V	92553	154.35	15.44	30.56	200.34
62158135004	482320013	684277	SHARMA, VIKAS	13705	DAHL DR	92553-3375	SHARMA VIKAS	13705 DAHL DR	MORENO V	92553	255.18	25.518	50.53	331.22
86624213000	482320015	684277	AVERY, ERIC	13731	DAHL DR	92553-3375	AVERY ERIC D	13731 DAHL DR	MORENO V	92553	255.29	25.53	50.55	331.36
92929965007	474482013	684277	WINDEN, CARY E	10676	DAISY FIELD LN	92557-3022	WINDEN CARY EUGENE	10676 DAISY FIELD LN	MORENO V	92557	45.40	4.54	8.99	58.92
52725505004	474482014	684277	HERRERA, ERICA	10684	DAISY FIELD LN	92557-3022	MUNOZ EDUARDO	10684 DAISY FIELD LN	MORENO V	92557	255.29	25.53	50.55	331.36
87578135004	474260005	684277	WORTMAN, CRYSTAL	11621	DALEHURST RD	92555-1909	WORTMAN DAVID A	11621 DALEHURST RD	MORENO V	92555	255.29	25.53	50.55	331.36
31545665008	474272018	684277	VOSS, VICTOR	11750	DALEHURST RD	92555-1907	HAIR H CLIFTON	490 AGATE ST	LAGUNA B	92651	255.29	25.53	50.55	331.36
88734485008	486193029	684277	DUPREE, TOMMIE	25055	DANA LN	92551-4615	DUPREE TOMMIE	15333 THERESA AVE	MORENO V	92553	255.29	25.53	50.55	331.36
66486555006	486193038	684277	FRANKLIN, LEVOIL (RENT)	25060	DANA LN	92551-4650	HOME EXPO FINANCIAL INC	P O BOX 9818	MORENO V	92552	255.40	25.54	50.57	331.50
54989145000	486193027	684277	BRUNT, JOSHLYN (RENT)	25079	DANA LN	92551-1322	SAMPSON LARRY	25079 DANA LN	MORENO V	92551	255.29	25.53	50.55	331.36
87884495000	486193024	684277	JIMENEZ, JUAN	25111	DANA LN	92551-4660	JIMENEZ JUAN GABRIEL	25111 DANA LN	MORENO V	92551	255.29	25.53	50.55	331.36
31257175003	486192021	684277	ARTERBERRY, ISSAC (RENT)	25118	DANA LN	92551-4651	AHRENS CRAIG RICHARD	24551 VIA TEQUILA	LAKE FORE	92630	255.29	25.53	50.55	331.36
31169335007	486193023	684277	MELGOZA, FELIPE	25121	DANA LN	92551-4660	MELGOZA FELIPE	25121 DANA LN	MORENO V	92551	255.40	25.54	50.57	331.50
73036155004	486192022	684277	ZAMORA, MARY (OWNR)	25128	DANA LN	92551-4651	OCAMPO YOLANDA	25128 DANA LN	MORENO V	92551	41.77	4.18	8.27	54.20
31115775007	486193014	684277	MEZA, ALVARO (OWNR)	25189	DANA LN	92551-4661	MEZA ALVARO A	23326 HAWTHORNE NO 150	TORRANCE	90505	255.40	25.54	50.57	331.50
90337265002	486193012	684277	GOODRICH, CRAIG	25205	DANA LN	92551-4654	GOODRICH CRAIG R	25205 DANA LN	MORENO V	92551	255.29	25.53	50.55	331.36
95499265005	486193011	684277	VILLARREAL, RALPH AND ELAINA	25211	DANA LN	92551-4654	VILLARREAL ELENA	25211 DANA LN	MORENO V	92551	255.29	25.53	50.55	331.36
96209605006	486192032	684277	VARSAMAS, ZACHARIAS	25216	DANA LN	92551-4653	VARSAMAS ZACHARIAS	25216 DANA LN	MORENO V	92551	255.29	25.53	50.55	331.36
31538395000	486183009	684277	SCHOENBAUM, MICHAEL (RENT)	25279	DANA LN	92551-4662	NEESE LARRY D	7290 ASHLEY ST	COLTON C	92324	412.36	41.24	81.65	535.24
92548603001	486184012	684277	BENITEZ, RODRIGO	25294	DANA LN	92551-4616	LOPEZ RODRIGO BENITEZ	25294 DANA LN	MORENO V	92551	195.29	19.53	38.67	253.48
93877615001	479582016	684277	CARREON, JESUS	25692	DANDELION CT	92553-4894	CARREON JESUS	25692 DANDELION CT	MORENO V	92553	255.29	25.53	50.55	331.36
92047805002	479582023	684277	GONZALEZ, RUBEN	25703	DANDELION CT	92553-4892	GONSALES RUBEN	25703 DANDELION CT	MORENO V	92553	255.29	25.53	50.55	331.36
31628155009	487532003	684277	HIDALGO, ERICA (OWNR)	26578	DANUBE WAY	92555-3811	HIDALGO JESUS	26578 DANUBE WAY	MORENO V	92555	116.77	11.68	23.12	151.56
97635175001	487531018	684277	LEE, ANGELA (OWNR)	26593	DANUBE WAY	92555-3811	LEE CHARLES C	26593 DANUBE WAY	MORENO V	92555	245.68	24.57	48.64	318.88
31569725006	479541005	684277	CORSA, BENJAMIN	25771	DAPHNE CT	92553-4790	CORIA BENJAMIN	25771 DAPHNE CT	MORENO V	92553	255.29	25.53	50.55	331.36
52163305000	479541010	684277	MASTERS, TIFFANY	25780	DAPHNE CT	92553-4790	MASTERS TIFFANY	25780 DAPHNE CT	MORENO V	92553	255.29	25.53	50.55	331.36
92139465008	487411002	684277	GOBLE, LORETTA	26159	DARDANELLE CT	92555-6825	GOBLE LORETTA C	26159 DARDANELLE CT	MORENO V	92555	332.64	33.26	65.86	431.76
96598305005	487411013	684277	WILLIAMS, DONALD (OWNR)	26182	DARDANELLE CT	92555-6824	WILLIAMS DONALD	26182 DARDANELLE CT	MORENO V	92555	255.40	25.54	50.57	331.50
92392363004	487411006	684277	EDWARDS, RONALD AND DONNA	26207	DARDANELLE CT	92555-2465	EDWARDS RONALD	26207 DARDANELLE CT	MORENO V	92555	66.66	6.67	13.20	86.52
61527735005	487411009	684277	HIDALGO, JESSICA (RENT)	26230	DARDANELLE CT	92555-2465	WEI FU	3180 LOMBARDY RD	PASADENA	91107	74.51	7.45	14.75	96.70
98361945012	474581011	684277	JOHNSON, LENDELL	24728	DARKSTAR DR	92557-3207	JOHNSON LENDELL DEMAR	24728 DARKSTAR DR	MORENO V	92557	255.29	25.53	50.55	331.36
53548665005	488071003	684277	WALL, CLARA	27280	DARLENE DR	92555-2121	WALL JAMES R	27280 DARLENE DR	MORENO V	92555	332.64	33.26	65.86	431.76
95723165009	308390023	684277	ORTIZ, RALPH	16512	DARTMOOR CIR	92555-3311	PATEL SHRADDHA	16512 DARTMOOR CIR	MORENO V	92555	255.29	25.53	50.55	331.36
31356255006	487500051	684277	TOBIAS, MATT AND MARY	13668	DARWIN DR	92555-2554	TOBIAS MATT C	13668 DARWIN DR	MORENO V	92555	255.29	25.53	50.55	331.36
48509945007	292222032	684277	VIVANCO, MARIA	23511	DAVID LN	92557-8207	VIVANCO VALENTE	23511 DAVID LN	MORENO V	92557	332.40	33.24	65.82	431.44
31583545005	292222031	684277	LIEHR, LINDA (RENT)	23521	DAVID LN	92557-8207	GOWER MICHAEL ALAN	23521 DAVID LN	MORENO V	92557	255.40	25.54	50.57	331.50
31314295007	292222028	684277	AGUIRRE, MONICA	23551	DAVID LN	92557-8207	AGUIRRE LUIS	23551 DAVID LN	MORENO V	92557	255.29	25.53	50.55	331.36
31184745000	292221009	684277	ALMARIZ, RICARDO (OWNR)	23610	DAVID LN	92557-8208	ALMARAZ RICARDO	23610 DAVID LN	MORENO V	92557	128.14	12.81	25.37	166.32
96639863009	292222022	684277	SOTO, ANABEL (OWNR)	23637	DAVID LN	92557-8211	SOTO ANTONIO RIVERA	23637 DAVID LN	MORENO V	92557	246.19	24.62	48.75	319.54
59255235002	292222010	684277	PAZEJ, CHRISTINE	23648	DAVID LN	92557-8213	PAZEJ JOHN M	23648 DAVID LN	MORENO V	92557	255.29	25.53	50.55	331.36

52684955008	475321032	684277	MARTINEZ, ANTONIO L AND (OWI	11030	DAVIS ST	92557-5036	MARTINEZ ANTONIO L	11030 DAVIS ST	MORENO V	92557	255.40	25.54	50.57	331.50
31068185002	475030017	684277	CAZARES, ERMELINDA	11080	DAVIS ST	92557-5036	ANDRADE JULIO	11080 DAVIS ST	MORENO V	92553	255.29	25.53	50.55	331.36
31633015009	475032023	684277	FITZPATRICK, KELLY	11200	DAVIS ST	92557-5000	FITZPATRICK KATHLEEN JANE	11200 DAVIS ST	MORENO V	92557	191.55	19.155	37.93	248.62
74277025001	475090012	684277	HILLARD-LAWLESS, ANNE (OWNR	11260	DAVIS ST	92557-5043	LAWLESS ANN L HILLIARD	11260 DAVIS ST	MORENO V	92557	90.69	9.07	17.96	117.70
31058835007	475100071	684277	ADAMS, WAYNE (OWNR)	11273	DAVIS ST	92557-5040	ADAMS WAYNE	11273 DAVIS ST	MORENO V	92557	255.40	25.54	50.57	331.50
66557715001	475100008	684277	PLAXCO, DON P (OWNR) APTS	11275	DAVIS ST	92557-5040	PLAXCO IDA	12625 FREDERICK IS NO 213	MORENO V	92553	255.18	25.518	50.53	331.22
31082005001	475100009	684277	PLAXCO, DON P (OWNR) APTS	11277	DAVIS ST	92557-5040	PLAXCO IDA	12625 FREDERICK IS NO 213	MORENO V	92553	255.29	25.53	50.55	331.36
66373515005	475100003	684277	BOWLDS, JOHN (APTS)	11279	DAVIS ST	92557-5040	PLAXCO IDA	12625 FREDERICK IS NO 213	MORENO V	92553	255.29	25.53	50.55	331.36
51986545005	475100073	684277	PLAXCO, DON P (OWNR) APTS	11281	DAVIS ST	92557-5040	PLAXCO IDA	12625 FREDERICK IS NO 213	MORENO V	92553	255.29	25.53	50.55	331.36
93098615004	475100068	684277	HERNANDEZ, CRYSTAL (RENT)	11343	DAVIS ST	92557-5002	GREEN EARLENE A	15760 COBRA DR	MORENO V	92551	135.40	13.54	26.81	175.74
96215935004	475111051	684277	VILLANUEVA, GABRIEL	11421	DAVIS ST	92557-5537	VILLANUEVA GABRIEL	11421 DAVIS ST	MORENO V	92557	191.66	19.17	37.95	248.76
91357535003	475111053	684277	MALTA, ALBERT	11475	DAVIS ST	92557-5537	MALTA ALBERT J	11475 DAVIS ST	MORENO V	92557	332.40	33.24	65.82	431.44
31129255007	475182042	684277	JONES, BRYAN	11533	DAVIS ST	92557-5538	CC GROUP	765 N MAIN ST	CORONA (	92880	255.40	25.54	50.57	331.50
76101065002	475170008	684277	MALTA, ALBERT	11558	DAVIS ST	92557-5525	MALTA ALBERT	11558 DAVIS ST	MORENO V	92557	255.40	25.54	50.57	331.50
31096485000	475182045	684277	VACA, CARLOS	11561	DAVIS ST	92557-5538	VACA CARLOS	11561 DAVIS ST	MORENO V	92557	332.64	33.26	65.86	431.76
92084205001	475200042	684277	REUSKAUFF, JOE AND BERYL	11640	DAVIS ST	92557-6301	RUSKAUFF JOSEPH S	11640 DAVIS ST	MORENO V	92557	255.29	25.53	50.55	331.36
97222835000	475190021	684277	BOLAJEH, ABIN (RENT)	11667	DAVIS ST	92557-6336	AUGUSTINE DANIEL LYNN	11055 LONE STAR RD	MORENO V	92557	255.29	25.53	50.55	331.36
31418825005	475200003	684277	PLAXCO, DON AND IDA (OWNR) A	11672	DAVIS ST	92557-6301	PLAXCO IDA	12625 FREDERICK IS NO 213	MORENO V	92553	255.29	25.53	50.55	331.36
98251745017	475263030	684277	ANDREWS, JOHN (OWNR) APTS	11761	DAVIS ST	92557-6316	NITEMAN	568 VERDE VISTA AVE	POMONA	91767	700.96	70.10	138.79	909.84
98394003000	475250073	684277	CABELLO, ELYAS	11830	DAVIS ST	92557-6300	CABELLO ELIAS H	11830 DAVIS ST	MORENO V	92557	28.03	2.80	5.55	36.38
31106375000	475280068	684277	BERTRAND, ANTHONY	11890	DAVIS ST	92557-6338	BERTRAND ANTHONY J	11890 DAVIS ST	MORENO V	92557	447.06	44.71	88.52	580.28
31596765000	475280072	684277	ROBERTS, JAMES (OWNR) APTS	11950	DAVIS ST	92557-6326	ROBERTS JAMES H	11950 DAVIS ST	MORENO V	92557	255.29	25.53	50.55	331.36
31244555001	256242017	684277	AVALOS, ERIK	11981	DAY ST	92557-8519	PARK KYU OK	11981 DAY ST	MORENO V	92557	260.89	26.09	51.66	338.62
92684845004	256242016	684277	REYNOLDS, EUGENIA	11991	DAY ST	92557-8519	REYNOLDS EUGENIA E	11991 DAY ST	MORENO V	92557	255.29	25.53	50.55	331.36
93633275009	263180077	684277	CABANAS, ROSALBA (OWNR)	13361	DAY ST	92553-8124	CABANAS ROSALBA	13361 DAY ST	MORENO V	92553	255.40	25.54	50.57	331.50
94698585006	291171004	684277	MARINO, STEPHANIE (RENT) APTS	13792	DAY ST	92553-8252	PULVER ELEANOR L	13792 DAY ST	MORENO V	92553	361.60	36.16	71.60	469.34
96224425003	475120011	684277	SLAUGHTER, RONALD	11383	DAYBREAK TRL	92557-5504	SLAUGHTER RONALD D	11383 DAYBREAK TR	MORENO V	92557	332.40	33.24	65.82	431.44
31336075006	475120010	684277	DHALIWAL, MANOHAR	11395	DAYBREAK TRL	92557-5504	THPI ACQUISITION HOLDINGS	601 CARLSON PKY STE 150	MINNETON	55305	255.29	25.53	50.55	331.36
31343175001	475121006	684277	ZAPATA, NUBIA	11448	DAYBREAK TRL	92557-5503	ZAPATA ADRIAN	11448 DAYBREAK TR	MORENO V	92557	191.77	19.18	37.97	248.90
31549175003	475120005	684277	GILMORE, JERI	11455	DAYBREAK TRL	92557-5504	CHEEK DAVID	11455 DAYBREAK TR	MORENO V	92557	255.29	25.53	50.55	331.36
31329685003	475121007	684277	MORANTE, ERNESTO (OWNR)	11464	DAYBREAK TRL	92557-5503	MORANTE ERNESTO S	11464 DAYBREAK TR	MORENO V	92557	255.40	25.54	50.57	331.50
82726485000	475172019	684277	ANTONUCCI, ALBERT	11516	DAYBREAK TRL	92557-5505	ANTONUCCI ALBERT	11690 IVY LN	MORENO V	92557	255.29	25.53	50.55	331.36
55155365000	475170014	684277	PARSON, REGINA	11559	DAYBREAK TRL	92557-5506	RICHTER SABINE P M	P O BOX 4624	CERRITOS	90703	255.29	25.53	50.55	331.36
96616365002	475170016	684277	JONES, BOBBY (OWNR)	11585	DAYBREAK TRL	92557-5506	JONES BOBBY L	11585 DAYBREAK TR	MORENO V	92557	255.40	25.54	50.57	331.50
96616365007	475170012	684277	DANIEL, CHRIS (RENT)	11529	DAYBREAK TRL	92557-5506	JARVIS PAUL W	#REF!	MORENO V	#REF!	41.50	4.15	8.22	53.86
80484935004	304190035	684277	PATTON, BARBARA	27797	DE LA VALLE DR	92555-5916	PATTON MARK	27797 DE LA VALLE DR	MORENO V	92555	255.29	25.53	50.55	331.36
60381335002	304330002	684277	WINE, RANDY	27952	DE LA VALLE DR	92555-5921	THOMPSON KIMBERLY	27952 DE LA VALLE DR	MORENO V	92555	498.56	49.86	98.71	647.12
62592585009	304360017	684277	STACY, IVA (RENT)	27776	DE LA VEGA CT	92555-5822	GALLERY EQUITY	1000 DOVE ST STE 100	NEWPORT	92660	26.40	2.64	5.23	34.26
31267245008	484293035	684277	MUNOZ, JAIME JR	14858	DE SOTO PL	92553-5032	MUNOZ JAIME	14858 DE SOTO PL	MORENO V	92553	166.80	16.68	33.03	216.5
31336055000	484284010	684277	AGUILAR, JESUS (RENT)	14904	DE SOTO PL	92553-5039	GUILLEN ELISEO	6015 N APPLESAUCE CT	TUCSON A	85741	255.40	25.54	50.57	331.50
84709755007	487072005	684277	GROVE, LISA	26245	DEANA CT	92555-1868	GROVE LISA R	26245 DEANA CT	MORENO V	92555	363.84	36.38	72.04	472.26
96352215006	487072003	684277	HENISH, CHRISTIAN (OWNR)	26252	DEANA CT	92555-1868	HENISH CHRISTIAN L	26252 DEANA CT	MORENO V	92555	155.40	15.54	30.77	201.70
91362373006	264082056	684277	VALDEZ, NILDA (RENT)	11062	DEBRA WAY	92557-4955	FUTURE WORLD INC	939 S ATLANTIC BLV NO 215	MONTERE	91754	114.06	11.41	22.58	148.04
31278625005	264082055	684277	RODRIGUEZ, MALLELY (OWNR)	11068	DEBRA WAY	92557-4955	RODRIGUEZ NELLELY	7230 SCALES WAY	BUENA PA	90621	255.40	25.54	50.57	331.50
31306295003	264082052	684277	FLORES, ALEJANDRA (OWNR)	11086	DEBRA WAY	92557-4955	FLORES ALEJANDRA	11086 DEBRA WAY	MORENO V	92557	155.18	15.518	30.73	201.42
93980145002	264072037	684277	JUAREZ, MARTHA	11109	DEBRA WAY	92557-4956	JUAREZ MARTHA	11109 DEBRA WAY	MORENO V	92557	255.29	25.53	50.55	331.36
31649685004	260312022	684277	MAGANA, MARIE	10049	DEEP CANYON RD	92557-2860	MAGANA JOSE M	10049 DEEP CANYON RD	MORENO V	92557	332.64	33.26	65.86	431.76
92130435004	488280002	684277	ASHLEY, LYNNE	12285	DEEP VALLEY TRL	92555-5418	ASHLEY DANIEL A	12285 DEEP VALLEY TR	MORENO V	92555	127.59	12.759	25.26	165.6
84952105000	488280004	684277	FINKELSTEIN, LAWRENCE AND CIN	12341	DEEP VALLEY TRL	92555-5430	FINKELSTEIN LAWRENCE	12341 DEEP VALLEY TR	MORENO V	92555	255.29	25.53	50.55	331.36
97584615009	488290001	684277	SMITH, MATTIE	12369	DEEP VALLEY TRL	92555-5430	SMITH MATTIE R	12369 DEEP VALLEY TR	MORENO V	92555	290.34	29.03	57.49	376.86
99461623006	488290005	684277	ZUNIGA, MICHAEL	12471	DEEP VALLEY TRL	92555-5431	ZUNIGA MICHAEL DAVID	12471 DEEP VALLEY TR	MORENO V	92555	326.45	32.65	64.64	423.72
97076765004	259362021	684277	TORRES, EDGAR AND ANGIE(OWN	9847	DEER CREEK RD	92557-1805	TORRES EDGAR R	1176 VERSAILLES CIR	RIVERSIDE	92506	255.40	25.54	50.57	331.50
31549015007	259362022	684277	THOMAS, R C (OWNR)	9857	DEER CREEK RD	92557-1805	THOMAS R C	9857 DEEP CREEK RD	MORENO V	92557	255.40	25.54	50.57	331.50
31448435004	259362024	684277	MURPHY, SHAUN AND TAMMY	9877	DEER CREEK RD	92557-1805	MURPHY SHAWN P	9877 DEER CREEK RD	MORENO V	92557	128.14	12.81	25.37	166.32
31572715002	259363004	684277	RUIZ, RICHARD AND NANCY	9880	DEER CREEK RD	92557-1804	RUIZ RICHARD C	9880 DEER CREEK RD	MORENO V	92557	255.40	25.54	50.57	331.50
96184715008	479544016	684277	MANRIQUEZ, STEVEN (OWNR)	25950	DEERBERRY DR	92553-4724	MANRIQUEZ STEVEN	25950 DEERBERRY DR	MORENO V	92553	255.40	25.54	50.57	331.50
95220315005	479544017	684277	COLEMAN, WILLIAM	25962	DEERBERRY DR	92553-4724	COLEMAN WILLIAM	25962 DEERBERRY DR	MORENO V	92553	183.84	18.38	36.40	238.62
57857405001	296134008	684277	HALEY, CHARLES AND DELORES	23890	DEERFERN AVE	92553-3280	DAVIS BRANDON	23890 DEERFERN AVE	MORENO V	92553	255.18	25.518	50.53	331.22
31573645005	296134011	684277	CARPIO, YOLANDA	23922	DEERFERN AVE	92553-3233	CARPIO YOLANDA G	23922 DEERFERN AVE	MORENO V	92553	205.29	20.53	40.65	266.46
59948105009	296134010	684277	NUNEZ, ANDREW	23938	DEERFERN AVE	92553-3233	NUNEZ ANDREW	23938 DEERFERN AVE	MORENO V	92553	332.16	33.216	65.77	431.14
31602295005	296134012	684277	HERNANDEZ, NORMA (RENT)	23954	DEERFERN AVE	92553-3233	ZEPEDA ADAN	23860 BLUE BILL CT	MORENO V	92557	89.61	8.96	17.74	116.30
53334795003	296133025	684277	CARRION, JESUS	13335	DEERPARK DR	92553-3235	CARRION JESUS	13335 DEERPARK DR	MORENO V	92553	155.29	15.53	30.75	201.56
31253755000	292193017	684277	HERRON, DARRELL	12074	DEERWOOD LN	92557-7141	HERRON DARRELL	12074 DEERWOOD LN	MORENO V	92557	73.64	7.364	14.58	95.58
90831725008	292181029	684277	RIOS, JENNIE	12177	DEERWOOD LN	92557-7100	RIOS JENNIE P	12177 DEERWOOD LN	MORENO V	92557	255.29	25.53	50.55	331.36
94622445006	292181032	684277	LEON, CRISTINE	12205	DEERWOOD LN	92557-7100	LEON CHRISTINE L	12205 DEERWOOD LN	MORENO V	92557	255.40	25.54	50.57	331.50

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82998575006	292181033	684277	BRUNSTON, DELORES	12225	DEERWOOD LN	92557-7100	MILLVILE TIMOTHY S	12225 DEERWOOD LN	MORENO V	92557	255.40	25.54	50.57	331.50
31403505004	475211004	684277	RAMOS, ALANA	11671	DEFIANCE WAY	92557-5643	RAMOS RUBEN D	11671 DEFIANCE WAY	MORENO V	92557	255.29	25.53	50.55	331.36
31579675005	256306007	684277	LOZANO, ANDY	21645	DEL AMO ST	92557-8559	LOZANO ANDREW	21645 DEL AMO ST	MORENO V	92557	110.78	11.078	21.93	143.78
84027765002	256306002	684277	NAPOLES, JACKIE (OWNR)	21680	DEL AMO ST	92557-8559	NAPOLES BERNABE NEYPES	21680 DEL AMO ST	MORENO V	92557	255.29	25.53	50.55	331.36
31550765007	256306009	684277	CALDERON, MONICA (RENT)	21685	DEL AMO ST	92557-8559	TANNER GLEN R ESTATE OF	64343 MYOKONOS LN	RIVERSIDE	92506	54.26	5.426	10.74	70.42
31441075004	260412014	684277	ROSTHWELL, RAYMOND (RENT)	10060	DELCRESTA DR	92557-9008	REID KEVIN JON	10060 DELCRESTA DR	MORENO V	92557	120.11	12.01	23.78	155.90
90151533001	482253008	684277	GUTIERREZ, GRECY (RENT)	14832	DELFBUSH ST	92553-3911	ARMAS ANA	14832 DELFBUSH ST	MORENO V	92553	291.87	29.19	57.79	378.84
61003865009	482372024	684277	VALENCIA, ALANA	24121	DELGADO CT	92553-3319	VALENCIA ALANA NICOLE	24121 DELGADO CT	MORENO V	92553	219.11	21.911	43.38	284.4
98037875012	482372040	684277	HERNANDEZ, XAVIER (OWNR)	24161	DELGADO CT	92553-3319	HERNANDEZ XAVIER	24161 DELGADO CT	MORENO V	92553	255.40	25.54	50.57	331.50
31587365003	482372028	684277	JOHNSON, ELVEE	24178	DELGADO CT	92553-3378	JOHNSON ELVEE	24178 DELGADO CT	MORENO V	92553	332.40	33.24	65.82	431.44
96328495007	482372035	684277	DEANS, CHRISTINA	24237	DELGADO CT	92553-3385	ORTEGA ALFREDO	28684 VELA DR	SUN CITY (	92586	255.29	25.53	50.55	331.36
31447795000	482662005	684277	ALVIDREZ, PAUL (RENT)	24135	DELPHINIUM AVE	92553-2410	NUNEZ ENRIQUE	24135 DELPHINIUM AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31560695001	482662006	684277	MIRAMON, RAMON AND ROSALIN	24143	DELPHINIUM AVE	92553-2410	RAMIREZ JUAN	14075 MOSSWOOD CT	CORONA (	92880	84.92	8.49	16.81	110.22
31497325004	482384025	684277	LOPEZ, GLORIA (OWNR)	24323	DELPHINIUM AVE	92553-3524	HERNANDEZ JUAN A LOPEZ	24323 DELPHINIUM AVE	MORENO V	92553	39.52	3.95	7.82	51.28
93017205000	482384027	684277	MONTES, DELIA	24343	DELPHINIUM AVE	92553-3524	DELACRUZ RAUL	24343 DELPHINIUM AVE	MORENO V	92553	105.18	10.518	20.83	136.52
50394235008	482304013	684277	MARTINEZ, ARTURO	24352	DELPHINIUM AVE	92553-3525	CHOPRA JANAK R	12555 GARDEN GROVE NO 404	GARDEN G	92843	107.81	10.781	21.35	139.92
31059405005	482304015	684277	REBOLLAR, ISAEL	24372	DELPHINIUM AVE	92553-3525	ANGELES ISAEL REBOLLAR	24372 DELPHINIUM AVE	MORENO V	92553	59.20	5.92	11.72	76.84
93255853009	482304017	684277	SCOTT,KEIAUNA	24392	DELPHINIUM AVE	92553-3525	DANG STACY HOA TUO	18045 S 3RD ST	FOUNTAIN	92708	190.39	19.04	37.70	247.12
97102785004	482304018	684277	BIRTS, CYNTHIA	24402	DELPHINIUM AVE	92553-2412	BIRTS MARIA D	24402 DELPHINIUM AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31310455001	482384033	684277	PACHECO, EVELIA (RENT)	24421	DELPHINIUM AVE	92553-3508	HARA KULJIT S	7971 BIRCHWOOD AVE	LA PALMA	90623	255.40	25.54	50.57	331.50
31189735001	482384034	684277	NUNEZ, NIMIA	24431	DELPHINIUM AVE	92553-3508	NUNEZ LEONEL R	24431 DELPHINIUM AVE	MORENO V	92553	255.40	25.54	50.57	331.50
96994785005	482384037	684277	AFFORDABLE SERVICES	24475	DELPHINIUM AVE	92553-3508	HALE LISA MICHELLE	24475 DELPHINIUM AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31320005005	482421005	684277	BAHEMA, AMALIA (RENT)	24575	DELPHINIUM AVE	92553-5813	CHAUDHRY MOHAMMAD	2157 ALPINEMIST ST	CORONA (	92879	255.40	25.54	50.57	331.50
86092123009	482423014	684277	RODRIGUEZ, GREGORIO	24667	DELPHINIUM AVE	92553-5815	RODRIGUEZ GREGORIO	24667 DELPHINIUM AVE	MORENO V	92553	245.98	24.60	48.70	319.28
31172935005	484241006	684277	DUVALL, COREY	25185	DELPHINIUM AVE	92553-7193	AHMADI JAMIL A	25185 DELPHINIUM AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31171405008	484241005	684277	COPE, MISSY (RENT)	25197	DELPHINIUM AVE	92553-7193	ZAMARRIPA ALFONSO	25197 DELPHINIUM AVE	MORENO V	92553	305.16	30.52	60.42	396.08
31496155001	484241004	684277	LUI, ALEX	25209	DELPHINIUM AVE	92553-7113	LUI ALEX	25209 DELPHINIUM AVE	MORENO V	92553	266.43	26.64	52.75	345.82
31607565007	484212041	684277	JOHNSON, RAVEN (RENT)	25252	DELPHINIUM AVE	92553-7112	CHEN KUAN TING	206 AMBERWOOD DR	WALNUT (	91789	167.28	16.73	33.12	217.12
74862925001	484265017	684277	CARRAMAN, SERGIO AND MARIA(	25301	DELPHINIUM AVE	92553-7151	YEN HSUEH CHUN	340 GOLDENROD DR	WALNUT (	91789	81.38	8.138	16.11	105.62
31332425002	484212035	684277	PETERSON, GEORGE	25336	DELPHINIUM AVE	92553-7194	PETERSON JEANINE L	25336 DELPHINIUM AVE	MORENO V	92553	332.64	33.26	65.86	431.76
93813325007	484201028	684277	DAVIS, DANIELLE	25404	DELPHINIUM AVE	92553-7155	DAVIS DANELLE	25404 DELPHINIUM AVE	MORENO V	92553	129.27	12.93	25.60	167.78
64254345005	484191006	684277	HARDY, DEREK	25552	DELPHINIUM AVE	92553-5050	HARDY WENDY	25552 DELPHINIUM AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31292945009	484291001	684277	ROBINSON, CHINIQUE (RENT)	25601	DELPHINIUM AVE	92553-5066	ESCOBAR MANUEL O	25601 DELPHINIUM AVE	MORENO V	92553	215.40	21.54	42.65	279.58
31123485002	484191010	684277	TORRES, KARLA (RENT)	25604	DELPHINIUM AVE	92553-5065	CORENCK CORP	10 JACKSON CT	COTO DE C	92679	66.53	6.653	13.17	86.34
85245865008	484292005	684277	DOWLING, MARISELA	25671	DELPHINIUM AVE	92553-5002	BANK OF AMERICA	1800 TAPO CANYON SV2202	SIMI VALLE	93063	255.40	25.54	50.57	331.50
31150825004	484192012	684277	DE LA ROSA, JOSEPH (RENT)	25690	DELPHINIUM AVE	92553-5034	CADENA TOMASA L	25690 DELPHINIUM AVE	MORENO V	92553	94.76	9.476	18.76	122.98
31623845006	484292007	684277	YOUNG, TREVIA (RENT)	25697	DELPHINIUM AVE	92553-5002	TRA FISCHER INV	8171 E BAILEY WAY	ANAHEIM	92808	63.63	6.363	12.60	82.58
31392445002	484181001	684277	DURLEY, TRUMAN	25760	DELPHINIUM AVE	92553-5069	DURLEY TRUMAN	24682 DEL PRADO NO 200	DANA POIN	92629	255.40	25.54	50.57	331.50
31408085001	484181004	684277	MALDONADO, ANGEL(OWNR)	25794	DELPHINIUM AVE	92553-5069	MALDONADO STARBUCK	25794 DELPHINIUM AVE	MORENO V	92553	255.40	25.54	50.57	331.50
93695375007	484303037	684277	BEVERAGE, RON AND JEAN	25841	DELPHINIUM AVE	92553-5035	BEVERAGE RONALD D	25841 DELPHINIUM AVE	MORENO V	92553	255.40	25.54	50.57	331.50
92902955006	484183007	684277	MARTINEZ, DANIEL (OWNR)	25916	DELPHINIUM AVE	92553-5010	FLORES MARCO RAMOS	25916 DELPHINIUM AVE	MORENO V	92553	127.77	12.78	25.30	165.84
72658655001	486492019	684277	ZAMORA, OSCAR (RENT)	27084	DELPHINIUM AVE	92555-4737	ZAMORA OSCAR	27084 DELPHINIUM AVE	MORENO V	92555	127.40	12.74	25.23	165.36
91921885002	486492020	684277	GALICIA, MARIA (OWNR)	27098	DELPHINIUM AVE	92555-4737	PEREZ ARNULFO GALICIA	27098 DELPHINIUM AVE	MORENO V	92555	42.64	4.26	8.44	55.34
31388745007	486492029	684277	UDOKA, FRANK AND MARIE	27224	DELPHINIUM AVE	92555-4738	NWAOGWUGWU ROWLAND	27224 DELPHINIUM AVE	MORENO V	92555	255.40	25.54	50.57	331.50
96385055009	486500006	684277	ESTELL, EARL (OWNR)	27280	DELPHINIUM AVE	92555-4738	ESTELL EARL	27280 DELPHINIUM AVE	MORENO V	92555	249.96	25.00	49.49	324.44
31124995003	486505008	684277	CARROLL, VALERIE K	27397	DELPHINIUM AVE	92555-4741	CARROLL VALERIE K	209 ADAMS AVE	HUNTINGT	92648	255.40	25.54	50.57	331.50
69650895003	296034040	684277	MCADORY, MARY	23160	DENVER CT	92553-5928	MCADORY MARY	23160 DENVER CT	MORENO V	92553	255.29	25.53	50.55	331.36
31092715001	296034039	684277	CERVANTES, JOSE	23174	DENVER CT	92553-5928	FREGOSO ROBERTO	23174 DENVER CT	MORENO V	92553	192.65	19.27	38.14	250.04
50514955009	259491042	684277	HERNANDEZ, MANUEL (OWNR)	23532	DESCANSO DR	92557-3544	HERNANDEZ MANUEL R	23532 DESCANSO RD	MORENO V	92557	255.40	25.54	50.57	331.50
95817335004	259510007	684277	JOHNSON, BRUCE	23610	DESCANSO DR	92557-3547	JOHNSON BRUCE	23610 DESCANSO DR	MORENO V	92557	255.40	25.54	50.57	331.50
89400553000	259510008	684277	HARKINS, JESSICA (RENT)	23622	DESCANSO DR	92557-3547	MARTINEZ JOSE FRANCISCO	23622 DESCANSO DR	MORENO V	92557	332.64	33.26	65.86	431.76
94305225004	260082028	684277	BROWN, DAWN (RENT)	10319	DESERT STAR ST	92557-2930	WRIGHT WENDELL D	10319 DESERT STAR ST	MORENO V	92557	128.14	12.81	25.37	166.32
94083535002	260073009	684277	GIBSON, JAMES & JACKLYN	10322	DESERT STAR ST	92557-2928	GIBSON JAMES R	10322 DESERT STAR ST	MORENO V	92557	255.29	25.53	50.55	331.36
31286105007	260082031	684277	WATSON, ESTELLE	10349	DESERT STAR ST	92557-2931	WATSON ESTELLE S	10349 DESERT STAR ST	MORENO V	92557	76.40	7.64	15.13	99.16
31385985002	260073012	684277	WILSON, ARTHUR	10352	DESERT STAR ST	92557-2929	WILSON ARTHUR L	10352 DESERT STAR ST	MORENO V	92557	255.29	25.53	50.55	331.36
87984635009	260082033	684277	BRYSON, DONALD (OWNR)	10369	DESERT STAR ST	92557-2931	BRYSON DONALD R	10369 DESERT STAR ST	MORENO V	92557	146.92	14.69	29.09	190.70
31591795005	484221007	684277	BRADLEY, ROBERT AND STEPHANI	25142	DESERT WILLOW DR	92553-7140	BRADLEY ROBERT	25142 DESERT WILLOW DR	MORENO V	92553	255.29	25.53	50.55	331.36
85056905001	484221010	684277	PARRA, JOSEPH	25149	DESERT WILLOW DR	92553-7141	PARRA JOSEPH L	25149 DESERT WILLOW DR	MORENO V	92553	31.46	3.15	6.23	40.82
31464605005	484221011	684277	ARREOLA, EVELIA	25161	DESERT WILLOW DR	92553-7141	ARREOLA EVELIA	25161 DESERT WILLOW DR	MORENO V	92553	244.32	24.43	48.38	317.12
73368515006	292051025	684277	DUNCAN, RICK	23260	DEWDROP CIR	92553-5984	DUNCAN RICK C	P O BOX 10287	MORENO V	92552	255.29	25.53	50.55	331.36
97518055004	292051032	684277	MINA, IMELDA	23265	DEWDROP CIR	92553-5900	MINA SANDRA J	23265 DEWDROP CIR	MORENO V	92553	452.73	45.27	89.64	587.64
93494195003	487481049	684277	LOVELY, CASSANDRA	13611	DIAMOND LN	92555-3833	HU HAIMING	35 W LONGDEN AVE	ARCADIA (	91007	255.29	25.53	50.55	331.36
88723015000	256274009	684277	ZUBER, JAMIE (RENT)	21177	DICKINSON RD	92557-8413	MORRIS KEM E	13036 MISTY MEADOW CT	MORENO V	92555	85.39	8.54	16.91	110.82
31276635007	256272032	684277	STONE, LEONARDA (OWNR)	21190	DICKINSON RD	92557-8412	STONE LEONARDA L	21190 DICKINSON RD	MORENO V	92557	41.77	4.18	8.27	54.20
64506155007	256272033	684277	KNOX, RICK	21212	DICKINSON RD	92557-8433	KNOX RICK P	21212 DICKINSON RD	MORENO V	92557	255.29	25.53	50.55	331.36

31293695009	256333005	684277	MOJICA, MARIA (OWNR)	21287	DICKINSON RD	92557-8414	MOJICA MARIA G	21287 DICKINSON RD	MORENO V	92557	128.14	12.81	25.37	166.32
96272485009	256331007	684277	VEGA, RAQUEL (OWNR)	21318	DICKINSON RD	92557-8436	VEGA CARLOS M	21318 DICKINSON RD	MORENO V	92557	255.29	25.53	50.55	331.36
60226905009	256331006	684277	BURNS, LOLA	21330	DICKINSON RD	92557-8416	BURNS LOLA MAY POTTER	21330 DICKINSON RD	MORENO V	92557	127.92	12.792	25.33	166.04
31398725000	256331005	684277	TANON, CHRISTINA (RENT)	21342	DICKINSON RD	92557-8416	LY COLLIN	21342 DICKINSON RD	MORENO V	92557	441.25	44.13	87.37	572.74
31353625006	256331003	684277	NGUYEN, TUYETNGA	21366	DICKINSON RD	92557-8416	QUAN ROGER K	382 N LEMON AVE NO 488	WALNUT (	91789	255.40	25.54	50.57	331.50
86128385006	256333031	684277	HERNANDEZ, GLENN	21377	DICKINSON RD	92557-8417	GOMEZ GABRIEL T	21377 DICKINSON RD	MORENO V	92557	255.18	25.518	50.53	331.22
31404275000	256333032	684277	BURNETT, PHILIP	21389	DICKINSON RD	92557-8417	BURNETT PHILIP E	21389 DICKINSON RD	MORENO V	92557	255.40	25.54	50.57	331.50
99656863000	256332007	684277	ENNIS, DALE AND PAULA (RENT)	21432	DICKINSON RD	92557-8420	CHEN MICHELLE	21432 DICKINSON RD	MORENO V	92557	85.40	8.54	16.91	110.84
58969345006	256332005	684277	JOHNSON, MARK	21454	DICKINSON RD	92557-8420	JOHNSON MARK E	21454 DICKINSON RD	MORENO V	92557	255.29	25.53	50.55	331.36
31524505007	256332004	684277	TROYER, CHRIS (OWNR)	21464	DICKINSON RD	92557-8420	TROYER CHRIS	21464 DICKINSON RD	MORENO V	92557	64.29	6.429	12.73	83.44
51856025009	256332003	684277	ROBINETTE, FRED AND DUSTIE	21474	DICKINSON RD	92557-8420	ROBINETTE FRED J	21474 DICKINSON RD	MORENO V	92557	65.29	6.53	12.93	84.74
31144875006	479690008	684277	FIGUEROA, JORGE	12019	DIEGO CT	92557-6550	FIGUERORA JORGE	12019 DIEGO CT	MORENO V	92557	183.21	18.32	36.28	237.80
31555325009	482111001	684277	DOEHLE, HANS	13330	DILBECK DR	92553-3356	COSME ANNELIESE M	13330 DILBECK DR	MORENO V	92553	128.03	12.80	25.35	166.18
55158765000	482111008	684277	CRAWFORD, JANNA (RENT)	13333	DILBECK DR	92553-3355	HUERTA EDUARDO	13341 DILBECK DR	MORENO V	92553	161.79	16.18	32.03	210
95933695003	482111010	684277	TELLES, JOSE	13357	DILBECK DR	92553-3355	TELLES JOSE	13357 DILBECK DR	MORENO V	92553	255.29	25.53	50.55	331.36
31320335006	482111012	684277	UGALI, EGLA (RENT)	13373	DILBECK DR	92553-3355	AZADIAN HASSAN	785 S ROCK GARDEN CIR	ANAHEIM	92808	215.40	21.54	42.65	279.58
95383305003	482111020	684277	RUIZ, ALFREDO AND LUCIA (OWNI	13455	DILBECK DR	92553-6238	RUIZ ALFREDO A	PO BOX 775	TUSTIN CA	92781	294.54	29.45	58.32	382.30
83660495008	482492013	684277	BEASLEY, MARVIN J	24121	DIMITRA DR	92553-6750	IVERSON RENELLE	24121 DIMITRA DR	MORENO V	92553	255.29	25.53	50.55	331.36
94503645006	482492014	684277	HERNANDEZ, TERREL	24127	DIMITRA DR	92553-6716	HERNANDEZ TERRYL E	24147 DIMITRA DR	MORENO V	92553	255.29	25.53	50.55	331.36
31614285002	482492016	684277	BONILLA, ANA (RENT)	24149	DIMITRA DR	92553-6716	DIAZ HECTOR	15738 BELLAZA CIR	MORENO V	92555	29.34	2.93	5.81	38.08
97033865004	482492021	684277	FREEMAN III, WILLIAM H	24215	DIMITRA DR	92553-6751	FREEMAN WILLIAM H	24215 DIMITRA DR	MORENO V	92553	255.29	25.53	50.55	331.36
57065055004	482443002	684277	GARCIA, MANUEL	24289	DIMITRA DR	92553-6770	LAND GRANT SERVICES	3132 TIGER RUN CT NO G108	CARLSBAD	92010	255.29	25.53	50.55	331.36
90419553007	296212056	684277	HUFFER, DONALD	23370	DIZA ST	92553-3429	HUFFER DONALD W	23370 DIZA ST	MORENO V	92553	255.29	25.53	50.55	331.36
92516555008	482622015	684277	CORTEZ, ANGELICA	24683	DODGE WAY	92553-5840	CUELLAR FERNANDO	23830 CEDAR CREEK TER	MORENO V	92557	255.40	25.54	50.57	331.50
83946605008	296135014	684277	PALOMINO, LUIS	23909	DOE CT	92553-3238	PALOMINO LUIS J	23909 DOE CT	MORENO V	92553	255.29	25.53	50.55	331.36
97222245004	487214009	684277	FOLEY, ALISHA	12641	DOGWOOD WAY	92555-2249	FRENCH ALISHA L	12641 DOGWOOD WAY	MORENO V	92555	191.77	19.18	37.97	248.90
31303245001	482241009	684277	LOPEZ, NALLELY (RENT)	24244	DOLAN DR	92553-3322	PENALOZA ALEJANDRO	24244 DOLAN DR	MORENO V	92553	268.06	26.81	53.08	347.94
31326835008	482242013	684277	CORTEZ, GABRIELA	24257	DOLAN DR	92553-3399	CORTES GABRIELA	24257 DOLAN DR	MORENO V	92553	169.21	16.921	33.50	219.62
31516315003	482242014	684277	TAPIA, VERONICA	24269	DOLAN DR	92553-3399	TAPIA JAVIER	24269 DOLAN DR	MORENO V	92553	255.29	25.53	50.55	331.36
62773985001	482242019	684277	KOEPP, EDWINA	24325	DOLAN DR	92553-3321	KOEPP RICHARD R	24325 DOLAN DR	MORENO V	92553	230.29	23.03	45.60	298.90
85418865001	488110015	684277	COLBY, JENNIFER	12791	DOLOMITE LN	92555-4512	BARAJAS OCTAVIO	12791 DOLOMITE LN	MORENO V	92555	255.29	25.53	50.55	331.36
69604775005	488122033	684277	KIRKWOOD, RHONDA (OWNR)	12920	DOLOMITE LN	92555-4514	KIRKWOOD RHONDA	12920 DOLOMITE LN	MORENO V	92555	23.52	2.35	4.66	30.52
68566495006	488122015	684277	MITCHELL, DENISE (RENT)	12967	DOLOMITE LN	92555-4514	STRAWN GINA R	12967 DOLOMITE LN	MORENO V	92555	193.06	19.31	38.23	250.58
31154185000	488380006	684277	MERCED, WILFERDO AND MADEL	27082	DOLOSTONE WAY	92555-4506	MERCED WILFREDO	27082 DOLOSTONE WAY	MORENO V	92555	255.18	25.518	50.53	331.22
31085735001	488380007	684277	SALAS, MICHELLE	27090	DOLOSTONE WAY	92555-4507	SALAS JOSE E	27090 DOLOSTONE WAY	MORENO V	92555	217.77	21.777	43.12	282.66
31635745001	488380013	684277	REYNOLDS, DASHONNA (RENT)	27139	DOLOSTONE WAY	92555-4507	UNDERWOOD ALAN D	27139 DOLOSTONE WAY	MORENO V	92555	128.14	12.81	25.37	166.32
57887095003	296185004	684277	MADRID, JOSEPH	23373	DOME ST	92553-3485	BANSAL JAGAN N	800 CHAMPION CIR	TEMPLE CI	91780	205.40	20.54	40.67	266.60
91579423005	296185010	684277	LEMLE, CHARLES	23425	DOME ST	92553-3436	LEMLE CHARLES RAY	23425 DOME ST	MORENO V	92553	255.29	25.53	50.55	331.36
97814885003	296183016	684277	CASTILLO, DANIEL	23436	DOME ST	92553-3483	MENENDEZ CECILIA	23436 DOME ST	MORENO V	92553	255.18	25.518	50.53	331.22
31543605006	296185018	684277	KELLEY, RONALD (TENANT)	23489	DOME ST	92553-3486	YAN RAYMOND CHUN	846 WINDING BROOK LN	WALNUT (	91789	125.96	12.596	24.94	163.48
95815445005	292152028	684277	PEARSON, FONTAINE	23755	DONCASTER DR	92553-5633	PEARSON FONTAINE	23755 DONCASTER DR	MORENO V	92553	255.40	25.54	50.57	331.50
95601685008	292152027	684277	VALASCO, COREY (OWNR)	23771	DONCASTER DR	92553-5633	VELASCO DAVID SERGIO	23771 DONCASTER DR	MORENO V	92553	127.59	12.76	25.26	165.60
85431765005	292152023	684277	MARQUIS, JANE	23841	DONCASTER DR	92553-5668	MARQUIS JANE	23841 DONCASTER DR	MORENO V	92553	255.29	25.53	50.55	331.36
97463005004	304231004	684277	GILCREASE, CLEVELAND (OWNR)	28615	DORAL WAY	92555-7021	GILCREASE CLEVELAND DURRELL	28615 DORAL WAY	MORENO V	92555	155.18	15.518	30.73	201.42
92792573001	482243007	684277	BEAN, MARILYN (OWNR)	24303	DORNER DR	92553-3323	BEAN MARILYN J	24303 DORNER DR	MORENO V	92553	255.29	25.53	50.55	331.36
31359845007	482243008	684277	TOFA, TOLUA	24313	DORNER DR	92553-3323	TOFA TOLUA	24313 DORNER DR	MORENO V	92553	332.40	33.24	65.82	431.44
93900005009	482242005	684277	DAVIDSON, STEFANIE	24322	DORNER DR	92553-3324	PANTOJA LISA L	24322 DORNER DR	MORENO V	92553	255.40	25.54	50.57	331.50
69209915004	482243009	684277	VILLEGAS, GRISELDA (OWNR)	24323	DORNER DR	92553-3323	VILLEGAS LEO	24323 DORNER DR	MORENO V	92553	255.29	25.53	50.55	331.36
31122785001	482243010	684277	REYNA, VICTOR AND VICKY	24333	DORNER DR	92553-3323	DAVIS ROBERT	24333 DORNER DR	MORENO V	92553	255.29	25.53	50.55	331.36
31331705005	482243011	684277	GROSSMAN, BOBBY (RENT)	24343	DORNER DR	92553-3323	CHAN DIANA LEE	24343 DORNER DR	MORENO V	92553	164.20	16.42	32.51	213.12
31373395002	482243012	684277	HOWARD, JIM	24357	DORNER DR	92553-3323	HOWARD JAMES R	24357 DORNER DR	MORENO V	92553	266.04	26.60	52.68	345.30
92016835001	482170020	684277	ALTAMIRANO, MARTINIANO	24396	DORNER DR	92553-3324	ALTAMIRANO MARTINIANO	24396 DORNER DR	MORENO V	92553	255.29	25.53	50.55	331.36
53069895004	482170035	684277	JEFFERSON, RICARDO	24421	DORNER DR	92553-3325	JAKEWAY NAM SUK	8536 WILDHEART RANCH ST	LAS VEGAS	89131	256.46	25.65	50.78	332.88
96421075008	482170034	684277	LEWIS, GERALD M	24435	DORNER DR	92553-3325	LEWIS GERALD MAURIO	24435 DORNER DR	MORENO V	92553	141.70	14.17	28.06	183.92
93011975001	482170030	684277	CICERO'S HOPE YOUTH CENTER	24487	DORNER DR	92553-3325	WATKINS BETTY LOUISE	24487 DORNER DR	MORENO V	92553	49.48	4.948	9.80	64.22
84000125004	256213013	684277	CHAPMAN, LATANYA (RENT)	21370	DOUGLASIS CT	92557-8630	SAINT AUBIN ARON	21370 DOUGLASIS CT	MORENO V	92557	255.40	25.54	50.57	331.50
95813065009	256214003	684277	JIMENEZ, APRIL (RENT)	21438	DOUGLASIS CT	92557-8611	DO HAN KY	1421 MARCELLA LN	SANTA AN	92706	255.18	25.518	50.53	331.22
98319045019	256192023	684277	FARHA, ANWAR (RENT)	21479	DOUGLASIS CT	92557-8613	WQ INV CORP	221 NORTH WHEELER	ORANGE (	92869	37.51	3.75	7.43	48.68
31054855001	256192017	684277	KENNEDY, LINDA	21480	DOUGLASIS CT	92557-8613	KENNEDY LINDA KENDRID	21480 DOUGLASIS CT	MORENO V	92557	255.40	25.54	50.57	331.50
95271735000	256192022	684277	CAMERON, RONALD	21489	DOUGLASIS CT	92557-8613	CAMERON RONALD J	21489 DOUGLASIS CT	MORENO V	92557	255.29	25.53	50.55	331.36
92122123006	256192021	684277	SAOULI, MOHAMAD	21499	DOUGLASIS CT	92557-8613	SAOULI MOHAMAD A	21499 DOUGLASIS CT	MORENO V	92557	127.92	12.792	25.33	166.04
72529955001	482263012	684277	MOORE, ED AND TENISHA	14935	DOVEHURST ST	92553-3912	MOORE EDWARD A	14935 DOVEHURST ST	MORENO V	92553	63.96	6.40	12.66	83.02
60692725000	482263010	684277	QURESHI, NAEEM (OWNR)	14955	DOVEHURST ST	92553-3912	QURESHI MOHAMMAD N	14955 DOVEHURST ST	MORENO V	92553	176.11	17.61	34.87	228.58
51052095000	486551004	684277	MARTE, ANABELLE (RENT)	27729	DOVER DR	92555-5758	BELUSO ADELIA A	27729 DOVER DR	MORENO V	92555	255.40	25.54	50.57	331.50
96771235003	486552022	684277	BOMAR, TAISHA	27736	DOVER DR	92555-5758	BOMAR TAISHA COTTRELL	27736 DOVER DR	MORENO V	92555	91.43	9.143	18.10	118.66

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95543685002	486552020	684277	SISCO, SHALEYAH (OWNR)	27764	DOVER DR	92555-5757	SISCO SHALEYAH	27764 DOVER DR	MORENO V	92555	255.40	25.54	50.57	331.50
31653555003	486551010	684277	BROWN, DEBRA (OWNR)	27813	DOVER DR	92555-5757	BROWN WILLIAM	27813 DOVER DR	MORENO V	92555	243.03	24.30	48.12	315.44
93365815005	486551011	684277	JUDON, DELORIS	27827	DOVER DR	92555-5757	JUDON LANESHIA	27827 DOVER DR	MORENO V	92555	255.29	25.53	50.55	331.36
90650963001	291551004	684277	JONES, MARIA MYRIAM	22620	DOWNING ST	92553-1819	JONES BRIAN M	22620 DOWNING ST	MORENO V	92553	255.29	25.53	50.55	331.36
60690155003	291551006	684277	GODOY, MARIA	22640	DOWNING ST	92553-1819	GODOY MARIA DELOSANGELES	22640 DOWNING ST	MORENO V	92553	108.51	10.85	21.48	140.84
88856215006	291552002	684277	TARTAGLIA, LOUIS A	22659	DOWNING ST	92553-1818	TARTAGLIA LOUIS A	22659 DOWNING ST	MORENO V	92553	255.18	25.518	50.53	331.22
48291725008	291537002	684277	WEATHERSPOON, SARA	22690	DOWNING ST	92553-1879	WEATHERSPOON SARA	22690 DOWNING ST	MORENO V	92553	255.29	25.53	50.55	331.36
58355795003	291538001	684277	TELLEZ, MIRIAM	22729	DOWNING ST	92553-1873	TELLEZ JUAN	22729 DOWNING ST	MORENO V	92553	55.40	5.54	10.97	71.90
97294035007	291531001	684277	PSINAS, EMILIA AND RODNEY	22750	DOWNING ST	92553-1872	PSINAS AMELIA L	22750 DOWNING ST	MORENO V	92553	191.55	19.155	37.93	248.62
94619755006	291531006	684277	LOCKETTE, RODRICK (RENT)	22800	DOWNING ST	92553-1874	ORTEGA JUAN MANUEL	22800 DOWNING ST	MORENO V	92553	305.16	30.52	60.42	396.08
55228255008	263132034	684277	PUENTE, ROSALBA (RENT)	21572	DRACAEA AVE	92553-8015	VIZCAINO VIRGINIA	21566 DRACAEA AVE	MORENO V	92553	789.07	78.91	156.24	1024.2
68094835008	263150017	684277	PATTERSON, JAMES R (OWNR)	21589	DRACAEA AVE	92553-8014	WEBER EDWIN B	21589 DRACAEA AVE	MORENO V	92553	124.25	12.425	24.60	161.26
97234405005	263132019	684277	MUNOZ, FRANCISCA	21662	DRACAEA AVE	92553-8020	MUNOZ FRANCISCA	21662 DRACAEA AVE	MORENO V	92553	77.59	7.76	15.36	100.70
94579545007	263160005	684277	DURAN, NATALIE (RENT)	21743	DRACAEA AVE	92553-8019	COLEMAN MICHAEL P	21739 DRACAEA AVE	MORENO V	92553	370.56	37.06	73.37	480.98
55677215005	263170001	684277	MACIAS, JACINTO (OWNR)	21830	DRACAEA AVE	92553-8023	FRAZIER ROBERT JACKSON	21815 DRACAEA AVE	MORENO V	92553	155.40	15.54	30.77	201.70
31584425008	263180004	684277	DEL CAMPO, REFUGIO M(RENT)	21947	DRACAEA AVE	92553-8087	CHAVEZ XIMENA	P O BOX 5121	BELLFLOW	90706	218.60	21.86	43.28	283.74
98231405010	263180005	684277	NAVARRO, MARIA LUISA (OWNR)	21955	DRACAEA AVE	92553-8087	CASILLAS MARIA LUISA V	P O BOX 9846	MORENO V	92552	664.91	66.49	131.65	863.04
86471465003	291620006	684277	MARSHALL, TAMMY (RENT)	22491	DRACAEA AVE	92553-6919	THAI THANH	17051 VIA LOS CABALLEROS	RIVERSIDE	92504	99.89	9.989	19.78	129.64
93840293006	291314011	684277	RIVERA, NADIA (RENT)	22765	DRACAEA AVE	92553-7861	FURTON JEFFREY D	239 VIA MARTELLI	RANCHO M	92270	187.48	18.75	37.12	243.34
31349725003	291382001	684277	HERNANDEZ, RAY (RENT)	22810	DRACAEA AVE	92553-7860	HOR MARK	2542 NORTE VISTA DR	CHINO HIL	91709	213.48	21.35	42.27	277.08
94924375000	291311007	684277	FRANCIS, DAVID JAMES	22891	DRACAEA AVE	92553-6410	VILLA FABIAN	22891 DRACAEA AVE	MORENO V	92553	255.40	25.54	50.57	331.50
50353815002	291311005	684277	RAMIREZ, ESPARANZA (RENT)	22919	DRACAEA AVE	92553-7815	FLORES ILENIA O	22919 DRACAEA AVE	MORENO V	92553	142.24	14.224	28.16	184.62
31297045007	291372017	684277	CUEVA, EVELYN	22954	DRACAEA AVE	92553-7816	CUEVA EFRAIN U	22954 DRACAEA AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31134805002	296031013	684277	ESTER, M	23048	DRACAEA AVE	92553-3274	EASTER ELLEN	23048 DRACAEA AVE	MORENO V	92553	332.40	33.24	65.82	431.44
31462225009	296034006	684277	LOPEZ, ROGELIO	23188	DRACAEA AVE	92553-3212	LOPEZ ROGELIO	23188 DRACAEA AVE	MORENO V	92553	86.19	8.62	17.07	111.86
92893815007	296034001	684277	BARNES, JAKI (RENT)	23244	DRACAEA AVE	92553-3281	KAPUR HARISH	23244 DRACAEA AVE	MORENO V	92553	255.40	25.54	50.57	331.50
68625565005	296052032	684277	DIMAS, ELENA (RENT)	23326	DRACAEA AVE	92553-3271	DIMAS ELENA	23326 DRACAEA AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31587875006	296052033	684277	THURMAN, ROBERT	23338	DRACAEA AVE	92553-3271	THURMAN ROBERT E	23338 DRACAEA AVE	MORENO V	92553	255.29	25.53	50.55	331.36
90954505004	296052042	684277	SCHANKS, DAWNIESHA (RENT)	23456	DRACAEA AVE	92553-3223	VILLICANA LUIS	24623 PEPPERMILL DR	MORENO V	92557	105.01	10.501	20.79	136.3
95411985009	296111007	684277	OTOOLE, VIRGINIA	23583	DRACAEA AVE	92553-3273	OTOOLE DONALD J	23583 DRACAEA AVE	MORENO V	92553	224.41	22.44	44.43	291.28
31154705001	296112022	684277	QUINTANILLA, KARLY (RENT)	23717	DRACAEA AVE	92553-3295	ALBARRAN YOLANDA	1756 FAULKNER AVE	SAN JACIN	92583	27.26	2.726	5.40	35.38
93769715009	296103007	684277	HARRINGTON, MERCEDES (RENT)	23792	DRACAEA AVE	92553-3297	HAMID ROWSHAN INC	24941 STONEGATE LN	LAGUNA N	92677	25.39	2.539	5.03	32.94
97123465007	296103006	684277	BUSH, WILMA	23806	DRACAEA AVE	92553-3276	BUSH WILMA RUTH	1258 W 70TH ST	LOS ANGEI	90044	255.40	25.54	50.57	331.50
51888355002	296133016	684277	TEGGERS, ERICA (RENT)	23821	DRACAEA AVE	92553-3213	PALUSH ROBERT S	23821 DRACAEA AVE	MORENO V	92553	255.40	25.54	50.57	331.50
94242625005	296103001	684277	POZOS, MARIA	23874	DRACAEA AVE	92553-3276	VELAZQUEZ JOSE G	23874 DRACAEA AVE	MORENO V	92553	255.18	25.518	50.53	331.22
89702823003	296134005	684277	SANCHEZ, LETICIA (OWNR)	23923	DRACAEA AVE	92553-3279	SANCHEZ LETICIA	23923 DRACAEA AVE	MORENO V	92553	201.96	20.20	39.99	262.14
88742215008	482600057	684277	GALLEGOS, MARCOS	24115	DRACAEA AVE	92553-3139	GALLEGOS TAYDE HERNANDEZ	24115 DRACAEA AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31401675002	482600055	684277	RODRIGUEZ, RALPH	24141	DRACAEA AVE	92553-3139	RODRIGUEZ RALPH M	24141 DRACAEA AVE	MORENO V	92553	105.18	10.518	20.83	136.52
95833075005	482090008	684277	MORENO, ROBERTA AND ADRIAN	24158	DRACAEA AVE	92553-3142	VARGAS MARCO A	1166 DEL MAR AVE A B	CHULA VIS	91911	223.80	22.38	44.31	290.48
91260003000	482571017	684277	ABAD, LUIS AND VANESSA	24173	DRACAEA AVE	92553-3166	ABAD LUIS	24173 DRACAEA AVE	MORENO V	92553	255.40	25.54	50.57	331.50
51028285000	482090006	684277	BORGES, JEFFREY	24176	DRACAEA AVE	92553-2893	BORGES MATTHEW J	24176 DRACAEA AVE	MORENO V	92553	25.54	2.554	5.06	33.14
65942945008	482571016	684277	VILLAREAL, JAZMIN (OWNR)	24183	DRACAEA AVE	92553-3166	VILLAREAL JAZMIN V	24183 DRACAEA AVE	MORENO V	92553	678.67	67.87	134.38	880.90
84483745002	482571013	684277	CORONA, ANABEL (RENT)	24207	DRACAEA AVE	92553-3167	DIAZ JAIME	754 BECKVILLE	DUARTE C	91010	255.40	25.54	50.57	331.50
31077085004	482090002	684277	DURON, LUCY (OWNR)	24208	DRACAEA AVE	92553-3198	DURON LUCY	24208 DRACAEA AVE	MORENO V	92553	170.40	17.04	33.74	221.16
31333525009	482571010	684277	PLASCENCIA, MARTIN (OWNR)	24239	DRACAEA AVE	92553-3167	CABADA MARIA J	24239 DRACAEA AVE	MORENO V	92553	188.52	18.85	37.33	244.68
93007505008	482060041	684277	MANSELL, CLARENCE AND HARNE	24804	DRACAEA AVE	92553-3746	MANSELL HARNETHIA	10947 OAK RUN CIR	MORENO V	92557	255.40	25.54	50.57	331.50
93800635009	482141018	684277	RAMIREZ, MARIA (OWNR)	24871	DRACAEA AVE	92553-3748	TORRES ERNESTO	24871 DRACAEA AVE	MORENO V	92553	58.24	5.824	11.53	75.58
73595255008	482060009	684277	ESTRADA, MARIA 1/2	24876	DRACAEA AVE	92553-3746	MARTINEZ LEONZO	24876 DRACAEA AVE	MORENO V	92553	510.69	51.07	101.12	662.86
89796173001	482060026	684277	PHILLIPS, LATRENDA (RENT)	24908	DRACAEA AVE	92553-3776	MERRITT VALENCIA D	24908 DRACAEA AVE	MORENO V	92553	265.01	26.50	52.47	343.98
90797303009	482141037	684277	LEWIS, SKIP	24917	DRACAEA AVE	92553-3777	LEWIS SUSAN	24917 DRACAEA AVE	MORENO V	92553	49.80	4.98	9.86	64.64
95705585008	479120028	684277	RIVERA, ARTEMIO	25074	DRACAEA AVE	92553-4234	RIVERA ARTEMIO C	25074 DRACAEA AVE	MORENO V	92553	255.18	25.518	50.53	331.22
97113875002	479121020	684277	SALAS, ISAIAS (RENT) APTS	25230	DRACAEA AVE	92553-4238	CAZARES RAFAEL B	25230 DRACAEA AVE	MORENO V	92553	255.29	25.53	50.55	331.36
77384625006	479670005	684277	GONZALEZ, JOSE	25261	DRACAEA AVE	92553-4268	GONZALEZ JOSE	25261 DRACAEA AVE	MORENO V	92553	255.18	25.518	50.53	331.22
77263785008	479670003	684277	GALVAN, EMA	25293	DRACAEA AVE	92553-4268	ORTIZ NARCISO M	25293 DRACAEA AVE	MORENO V	92553	255.40	25.54	50.57	331.50
86038785003	479113005	684277	FIGUEROA, MADELYN	25330	DRACAEA AVE	92553-4240	FIGUEROA EDWARD	25330 DRACAEA AVE	MORENO V	92553	255.40	25.54	50.57	331.50
94920525007	479113003	684277	VELASQUEZ, NELLIE (RENT)	25350	DRACAEA AVE	92553-4240	LOPEZ DOLOREZ	25350 DRACAEA AVE	MORENO V	92553	255.40	25.54	50.57	331.50
75179745007	479251002	684277	JOHNSON, SANDRA (OWNR)	25401	DRACAEA AVE	92553-4239	JOHNSON SANDRA	P O BOX 5601	RIVERSIDE	92517	258.29	25.83	51.14	335.26
88096105002	479251004	684277	ARIAS, JOSE	25425	DRACAEA AVE	92553-4239	ARIAS ANTONIO	25425 DRACAEA AVE	MORENO V	92553	74.34	7.43	14.72	96.48
66151785008	479641004	684277	ALDAY, KATHERINE	25687	DRACAEA AVE	92553-6809	OROZCO FRANCISCO	25687 DRACAEA AVE	MORENO V	92553	101.19	10.119	20.04	131.34
31555345005	479455007	684277	NIETZ, TAMMY (RENT)	25730	DRACAEA AVE	92553-6895	RICO JOSE A	25730 DRACAEA AVE	MORENO V	92553	103.17	10.317	20.43	133.9
83728855007	479644005	684277	WILLIAMS, ANN M	25821	DRACAEA AVE	92553-6865	WILLIAMS ANN MAY	25821 DRACAEA AVE	MORENO V	92553	255.29	25.53	50.55	331.36
97389515004	479572010	684277	FLORES, BENJAMIN	25872	DRACAEA AVE	92553-6894	FLORES BENJAMIN	25872 DRACAEA AVE	MORENO V	92553	51.77	5.18	10.25	67.18
94080695004	479572005	684277	FERREIRA, JOSE GUADALUPE	25932	DRACAEA AVE	92553-6864	FERREIRA JOSE G	25932 DRACAEA AVE	MORENO V	92553	112.40	11.24	22.26	145.88
97363535005	487361059	684277	STOVALL, ANDREA	26114	DRACAEA AVE	92555-2406	EGAN RONNIE J	P O BOX 6146	MARCH AR	92518	65.29	6.53	12.93	84.74
92599743005	487361067	684277	PEREZ, OCTAVIO AND NORA (OWI	26204	DRACAEA AVE	92555-6800	SOUTHERN CALIF ASSN OF SEVENTH DA	16811 CECIL PL	RIVERSIDE	92504	67.52	6.752	13.37	87.64

94016915002	487361068	684277	DOUCET, EMANUEL	26214	DRACAEA AVE	92555-6800	DOUCET EMANUEL	26214 DRACAEA AVE	MORENO V	92555	255.29	25.53	50.55	331.36
68254285003	487422024	684277	RUIZ, ARMANDO	26267	DRACAEA AVE	92555-6806	RUIZ ARMANDO	26267 DRACAEA AVE	MORENO V	92555	255.29	25.53	50.55	331.36
65467655006	487422028	684277	HUDSON, JULIA (RENT)	26323	DRACAEA AVE	92555-2451	HE TERRY	4174 KELTON CT	CHINO HIL	91709	255.40	25.54	50.57	331.50
64937205004	487422029	684277	JONES, MICHAEL	26337	DRACAEA AVE	92555-2451	JONES MICHAEL L	26337 DRACAEA AVE	MORENO V	92555	255.29	25.53	50.55	331.36
98854793008	487422032	684277	PUENTES, DELORES	26379	DRACAEA AVE	92555-2451	GREEN JACOB	15760 COBRA DR	MORENO V	92551	255.18	25.518	50.53	331.22
71423395006	488131021	684277	ROCHA, VICKY	27010	DRACAEA AVE	92555-4501	ROCHA VICKY S	27010 DRACAEA AVE	MORENO V	92555	51.77	5.18	10.25	67.18
64594715006	488131016	684277	TAPIA, JOSE	27090	DRACAEA AVE	92555-4501	ABURTO JOSUE P TAPIA	27090 DRACAEA AVE	MORENO V	92555	254.69	25.47	50.43	330.58
31081915002	478402013	684277	HARDY, SARAH	28614	DRACAEA AVE	92555-6740	HARDY SARAH	28614 DRACAEA AVE	MORENO V	92555	132.65	13.265	26.26	172.16
60267395000	478312017	684277	SILVA, CAROLYN	28690	DRACAEA AVE	92555-6737	SILVA LEON GREGORY	28690 DRACAEA AVE	MORENO V	92555	95.29	9.53	18.87	123.68
94081435007	478312014	684277	RODRIGUEZ, CARLOS (OWNR)	28754	DRACAEA AVE	92555-6739	RODRIGUEZ CARLOS	28754 DRACAEA AVE	MORENO V	92555	319.36	31.94	63.23	414.52
97093905000	478381021	684277	ARRINGTON, ANTHONY	28775	DRACAEA AVE	92555-8421	ARRINGTON ANTHONY LAMONT	28775 DRACAEA AVE	MORENO V	92555	255.29	25.53	50.55	331.36
96080535006	422070035	684277	LOPEZ, HEIDI MICHELLE AND BRAI	30220	DRACAEA AVE	92555-6706	LOPEZ BRAD	30220 DRACAEA AVE	MORENO V	92555	409.51	40.95	81.08	531.54
94589825007	479672015	684277	WYSINGER, STEPHANIE	25275	DRAKE DR	92553-5419	JOHNSON LEVON L	25275 DRAKE DR	MORENO V	92553	224.28	22.43	44.41	291.10
61050845005	479672014	684277	VARGAS, ROSEMARY	25287	DRAKE DR	92553-5419	ANDRADE ANGEL G	25287 DRAKE DR	MORENO V	92553	255.29	25.53	50.55	331.36
95330583005	264162038	684277	EARWOOD, CHRISTOPHER	11857	DREAM ST	92557-6122	EARWOOD CHRISTOPHER J	11857 DREAM ST	MORENO V	92557	63.96	6.396	12.66	83.02
91837175009	264153016	684277	PINEDA, ROSA MARIA	11876	DREAM ST	92557-6121	DIAZ JORGE	11876 DREAM ST	MORENO V	92557	255.29	25.53	50.55	331.36
31641305001	264154001	684277	ROSS, TAHEISHA (RENT)	11881	DREAM ST	92557-6122	PHAM LOAN	21139 LITTLE BEAVER RD B	APPLE VAL	92308	205.04	20.50	40.60	266.14
95931885007	264154003	684277	GARCIA, LETICIA	11897	DREAM ST	92557-6122	GARCIA LETICIA	11897 DREAM ST	MORENO V	92557	255.29	25.53	50.55	331.36
96131565000	264154007	684277	SMITH , GABRIEL (RENT)	11929	DREAM ST	92557-6123	REYNOLDS ARBURDEA A	11929 DREAM ST	MORENO V	92557	130.04	13.00	25.75	168.78
98084165013	264153002	684277	BRADLEY, MYKELLE	11988	DREAM ST	92557-6124	BRADLEY MYKELLE D	11988 DREAM ST	MORENO V	92557	255.29	25.53	50.55	331.36
58167665009	482674031	684277	BROWN, JAMAHL	24167	DRESSIN DR	92553-5106	THR CALIF	410 N MAIN ST	CORONA C	92880	255.40	25.54	50.57	331.50
88018415001	482674028	684277	MCGRIFF, MAYO	24197	DRESSIN DR	92553-5106	MCGRIFF MAYO G	24197 DRESSIN DR	MORENO V	92553	255.29	25.53	50.55	331.36
31084585005	482674027	684277	OROZCO, MARTIN AND GUADALU	24209	DRESSIN DR	92553-7608	OROZCO MARTIN	24209 DRESSIN DR	MORENO V	92553	255.18	25.518	50.53	331.22
31610245009	482674026	684277	BANKS, LAURA (RENT)	24211	DRESSIN DR	92553-7608	ZWART GAIL A	24211 DRESSIN DR	MORENO V	92553	125.94	12.59	24.94	163.46
90576293009	482663007	684277	SILVA, ARACELIA (RENT)	24218	DRESSIN DR	92553-7607	APARICIO JOSE L	24218 DRESSIN DR	MORENO V	92553	50.22	5.022	9.94	65.18
87929725005	482674024	684277	CHANEY, LINDA	24227	DRESSIN DR	92553-7608	YOUNGER LINDA MICHELLE	24227 DRESSIN DR	MORENO V	92553	255.29	25.53	50.55	331.36
31224895002	482663009	684277	ZUNIGA, ALICIA	24230	DRESSIN DR	92553-7607	MONTANO ANTONIO	24230 DRESSIN DR	MORENO V	92553	255.40	25.54	50.57	331.50
59768025008	292113028	684277	ARMAS, JOSE (OWNR)	12644	DREW CT	92553-5619	ARMAS JORGE R	12644 DREW CT	MORENO V	92553	255.29	25.53	50.55	331.36
93481115007	263210002	684277	GONZALEZ, JOSE J MONTELONGO	12682	DREW CT	92553-5619	LIBERTY BAPTIST CHURCH OF RIVERSIDE	13630 EDGEMONT ST	MORENO V	92553	149.51	14.95	29.60	194.06
58814155003	292113024	684277	FREES, LARRY	12683	DREW CT	92553-5619	FREES LOREN EDWARD	12683 DREW CT	MORENO V	92553	255.29	25.53	50.55	331.36
96774615007	291493014	684277	MARTE, ANNABELL (OWNR)	12063	DRURY LN	92557-6827	BELUSO REMY	P O BOX 1544	MORENO V	92556	255.40	25.54	50.57	331.50
1.01918E+11	291493018	684277	WASSON, WENDI	12105	DRURY LN	92557-6827	WASSON BOBBIE D	12105 DRURY LN	MORENO V	92557	255.29	25.53	50.55	331.36
31205585006	478361019	684277	MBUGUA, STEVEN (OWNR)	13515	DUNCAN DR	92555-6033	MBUGUA STEPHEN	13515 DUNCAN DR	MORENO V	92555	255.29	25.53	50.55	331.36
83252575007	304152032	684277	SAPP, ROBYN AND BRIAN	15345	DUNES WAY	92555-6401	SAPP BRIAN N	15345 DUNES WAY	MORENO V	92555	255.40	25.54	50.57	331.50
31359305000	296151004	684277	MORENO, JUANA (RENT)	23133	DUNHILL DR	92553-9651	MADUENO MARTHA MORENO	23133 DUNHILL DR	MORENO V	92553	255.40	25.54	50.57	331.50
31127235006	296152002	684277	ESPITO, LORENA	23134	DUNHILL DR	92553-9650	VALDEZ EMILIANO	23134 DUNHILL DR	MORENO V	92553	255.40	25.54	50.57	331.50
91715003003	475251012	684277	DANN, RICH (RENT)	24360	DUNLAVY CT	92557-6313	SPSSM INV II	24360 DUNLAVY CT	MORENO V	92557	71.27	7.13	14.11	92.50
67004035006	475251011	684277	KHAN, ILYAS	24372	DUNLAVY CT	92557-6313	KHAN ILYAS A	24372 DUNLAVY CT	MORENO V	92557	255.40	25.54	50.57	331.50
88230495005	475251005	684277	NICHOLL, CHRISTIAN (RENT)	24452	DUNLAVY CT	92557-6317	HAMID ROWSHAN INC	24941 STONEGATER	LAGUNA N	92677	63.63	6.363	12.60	82.58
92512185005	475250063	684277	PATRICK, LISA (OWNR)	24463	DUNLAVY CT	92557-6314	PATRICK LISA	24463 DUNLAVY CT	MORENO V	92557	255.40	25.54	50.57	331.50
50320985005	475250065	684277	UEDA, MICHAEL	24487	DUNLAVY CT	92557-6314	UEDA MICHAEL K	24487 DUNLAVY CT	MORENO V	92557	332.40	33.24	65.82	431.44
31642615004	475360008	684277	BARNES, INGRID	24615	DUNLAVY CT	92557-6373	BARNES JEFFREY M	24615 DUNLAVY CT	MORENO V	92557	128.03	12.80	25.35	166.18
31277375009	475360013	684277	ALARCON, REFUGIO AND LEOBARI	24685	DUNLAVY CT	92557-6375	ALARCON LEOBARDO	24685 DUNLAVY CT	MORENO V	92557	255.29	25.53	50.55	331.36
31615655001	304110047	684277	GOMEZ, MARCO A	14880	DURHAM CIR	92555-7308	GOMEZ MARCO A	14880 DURHAM CIR	MORENO V	92555	191.65	19.17	37.95	248.76
72770015009	304110046	684277	GUERRERO, JANELLE LEON (RENT)	14885	DURHAM CIR	92555-7308	APULU MOSES	14885 DURHAM CIR	MORENO V	92555	255.40	25.54	50.57	331.50
57360555004	486552008	684277	MCCOY, DAPHNE (OWNR)	14400	DUSTY COYOTE AVE	92555-5759	MCCOY ANNE	14400 DUSTY COYOTE AVE	MORENO V	92555	255.40	25.54	50.57	331.50
93099865009	486552005	684277	MONROE, LETICIA (OWNR)	14442	DUSTY COYOTE AVE	92555-5759	MONROE JOHNNY MELVIN	14442 DUSTY COYOTE AVE	MORENO V	92555	255.40	25.54	50.57	331.50
74672685004	485172001	684277	BAEZ, MARY	24280	DYNA PL	92551-7684	CAUSSE JOSE	24280 DYNA PL	MORENO V	92551	190.29	19.03	37.68	246.98
66857205002	485174013	684277	AMAO, JORGE (OWNR)	24281	DYNA PL	92551-7685	AMAO JORGE	24281 DYNA PL	MORENO V	92551	185.40	18.54	36.71	240.64
63066825003	485172002	684277	GIBSON, TISHA (RENT)	24288	DYNA PL	92551-7684	SRIROCHANAKUL ANANCHAI	25965 AVENIDA DE PLATA	MORENO V	92551	478.66	47.87	94.77	621.30
91975325006	485172003	684277	MENDOZA, FREDDY (OWNR)	24300	DYNA PL	92551-3675	MENDOZA FREDDY	24300 DYNA PL	MORENO V	92551	255.40	25.54	50.57	331.50
31409775004	485173001	684277	MORALES, JACQUELINE (OWNR)	24346	DYNA PL	92551-3676	MORALES JACQUELINE	24346 DYNA PL	MORENO V	92551	255.40	25.54	50.57	331.50
31627365007	485173020	684277	CARLOS, SIMON	24347	DYNA PL	92551-3678	CARLOS SIMON A	24347 DYNA PL	MORENO V	92551	403.25	40.33	79.84	523.40
31372075001	485173003	684277	VARGAS, ELIZABETH AND HERMEI	24362	DYNA PL	92551-3676	VARGAS ELIZABETH	24362 DYNA PL	MORENO V	92551	183.21	18.32	36.28	237.80
60529255002	485173004	684277	MILLS, SANDRA G	24372	DYNA PL	92551-3676	BRANCA FREDERICK A	9648 GARDENIA	FOUNTAIN	92708	255.29	25.53	50.55	331.36
87827845006	485173017	684277	WILLIAMS, LASHAUNDRA (RENT)	24373	DYNA PL	92551-3678	POGLITSCH MARK A	24373 DYNA PL	MORENO V	92551	184.75	18.475	36.58	239.8
98201895010	485173005	684277	IRBY, CLIFFORD	24378	DYNA PL	92551-3676	IRBY CLIFFORD O	24378 DYNA PL	MORENO V	92551	255.29	25.53	50.55	331.36
31374755004	485173016	684277	CARISOZA, SHARON AND DEBRA	24379	DYNA PL	92551-3678	CARISOZA DEBRA A	24379 DYNA PL	MORENO V	92551	332.40	33.24	65.82	431.44
31069085001	485173007	684277	EASLEY, KENNETTE	24394	DYNA PL	92551-3676	YACOOB ALMAS	24394 DYNA PL	MORENO V	92551	255.40	25.54	50.57	331.50
94141713000	485173008	684277	HIDALGO, NELSON	24404	DYNA PL	92551-7686	GONZALEZ NELSON HIDALGO	24404 DYNA PL	MORENO V	92551	205.18	20.518	40.63	266.32
95566335007	296192005	684277	SIMMONS, IRIS	23222	DYNASTY CT	92553-9652	CLANTON AMY	23222 DYNASTY CT	MORENO V	92553	255.18	25.518	50.53	331.22
68114055007	296212040	684277	SALAS, CHRISTOPHER	23235	DYNASTY CT	92553-9653	SALAS MICHAEL	23235 DYNASTY CT	MORENO V	92553	255.29	25.53	50.55	331.36
31605805001	296212035	684277	TORRES, GLORIA	23280	DYNASTY CT	92553-9652	TORRES GLORIA	23280 DYNASTY CT	MORENO V	92553	255.29	25.53	50.55	331.36
31470895001	296212036	684277	PADILLA, VICTOR	23283	DYNASTY CT	92553-9653	PADILLA VICTOR	23283 DYNASTY CT	MORENO V	92553	255.29	25.53	50.55	331.36
97757383009	304384004	684277	ASIEAU, JUSTIN	28380	EAGLE ST	92555-6336	ASIERU JUSTIN SWEET	28380 EAGLE ST	MORENO V	92555	255.29	25.53	50.55	331.36

56766935004	304392014	684277	MCCLENNEY, KATHY	28452	EAGLE ST	92555-6338	MCCLENNEY KATHY R	28452 EAGLE ST	MORENO V	92555	111.30	11.13	22.04	144.46
31183115004	304392007	684277	MORAN, HECTOR	28528	EAGLE ST	92555-6341	MORAN HECTOR F	28528 EAGLE ST	MORENO V	92555	255.29	25.53	50.55	331.36
89040103009	304392006	684277	PINA, MARY HELEN	28538	EAGLE ST	92555-6342	PINA MARTIN	28538 EAGLE ST	MORENO V	92555	226.56	22.66	44.86	294.06
31537785000	304392005	684277	PAYAN, RICARDO (OWNR)	28548	EAGLE ST	92555-6342	PAYAN RICARDO C	28548 EAGLE ST	MORENO V	92555	255.29	25.53	50.55	331.36
64032995008	304391023	684277	GOODRICH, TODD (RENT)	28551	EAGLE ST	92555-6344	GOODRICH ERIC	28551 EAGLE ST	MORENO V	92555	125.97	12.597	24.94	163.5
89857523008	304391029	684277	CARREON, ALEJANDRA (RENT)	28581	EAGLE ST	92555-6344	LEE JAE H	1633 RIVENDEL DR	CORONA C	92883	26.67	2.67	5.28	34.60
96003115006	474563012	684277	STEININGER, MICHAEL	24792	EARLY MORN LN	92557-4215	STEININGER RICHELLE	24792 EARLY MORN LN	MORENO V	92557	255.40	25.54	50.57	331.50
31590195003	312031023	684277	CURIEL, SANDRA	16037	EBONY AVE	92551-9227	ORTIZ JUAN	242 HOLIDAY LN	PERRIS CA	92571	255.18	25.518	50.53	331.22
75649375006	312031021	684277	WOODAND, MARGO	16061	EBONY AVE	92551-9227	WOODARD MARGO LOVETTE	16061 EBONY AVE	MORENO V	92551	255.29	25.53	50.55	331.36
58648215003	312033003	684277	MOORE, PATRICIA	16146	EBONY AVE	92551-9228	MOORE PATRICIA A	16146 EBONY AVE	MORENO V	92551	255.29	25.53	50.55	331.36
31178755009	291671038	684277	OSUNA, BILLY	22322	ECHO PARK WAY	92553-2045	OSUNA BILLY JOE	22322 ECHO PARK WAY	MORENO V	92553	255.18	25.518	50.53	331.22
31177855000	291671044	684277	HENRY-CORNILIUS, ROMULDA	22369	ECHO PARK WAY	92553-2045	CORNELIUS ROBERT L	22369 ECHO PARK WAY	MORENO V	92553	255.18	25.518	50.53	331.22
92930203005	291671050	684277	BUTLER, REGENALD	22370	ECHO PARK WAY	92553-2045	BUTLER REGINALD DEON	22370 ECHO PARK WAY	MORENO V	92553	255.18	25.518	50.53	331.22
31365325003	484293023	684277	TAVAREZ, DAWN	14871	EDELWEISS PL	92553-5031	GOMEZ BRANDON	14871 EDELWEISS PL	MORENO V	92553	30.14	3.01	5.97	39.12
31194125009	484281012	684277	ROSAS, JOSE (OWNR)	14893	EDELWEISS PL	92553-5031	ROSAS JOSE	14893 EDELWEISS PL	MORENO V	92553	332.40	33.24	65.82	431.44
54984645006	484282006	684277	ORTIZ, EDIE	14928	EDELWEISS PL	92553-5071	ORTIZ EDIE	14928 EDELWEISS PL	MORENO V	92553	184.36	18.44	36.50	239.28
53859005005	263140001	684277	LOPEZ, ESPERANZA (RENT)	13128	EDGEMONT ST	92553-8041	MARQUEZ GERARDO CERDA	13128 EDGEMONT ST	MORENO V	92553	255.29	25.53	50.55	331.36
81933265009	263132032	684277	ZHANG, YANTING	13129	EDGEMONT ST	92553-8042	ZHANG YANTING	13129 EDGEMONT ST	MORENO V	92553	255.40	25.54	50.57	331.50
94377535008	263140004	684277	VARGAS, GUILLERMO	13160	EDGEMONT ST	92553-8041	VARGAS GUILLERMINA	13160 EDGEMONT ST	MORENO V	92553	255.29	25.53	50.55	331.36
31256245001	263160033	684277	DEAM, MIKE AND BOBBIE	13397	EDGEMONT ST	92553-8030	FLORES ERICK J	13397 EDGEMONT ST	MORENO V	92553	127.22	12.72	25.19	165.12
85819055000	263170012	684277	PINONES, CRYSTAL (RENT)	13430	EDGEMONT ST	92553-8045	ESTRADA WENDY	4729 EDRA AVE	BALDWIN	91706	656.17	65.62	129.92	851.7
31649545004	263210019	684277	SOLIS, CRISTINA PEREZ	13694	EDGEMONT ST	92553-8057	SOLIS CRISTINA PEREZ	13694 EDGEMONT ST	MORENO V	92553	183.21	18.32	36.28	237.80
94337285004	486480003	684277	CHOI, DANIEL (RENT)	16030	EDGEWATER LN	92551-1647	TRAN VIET ANH	9871 COCKATOO LN	GARDEN G	92841	128.14	12.81	25.37	166.32
95050443009	473401001	684277	GOMEZ, JOSE	11291	EDMONSON AVE	92555-5273	GOMEZ JOSE H	11291 EDMONSON AVE	MORENO V	92555	61.66	6.166	12.21	80.02
31571905004	473401003	684277	ROSS, DAVID	11335	EDMONSON AVE	92555-5275	ROSS DAVID T	11335 EDMONSON AVE	MORENO V	92555	132.40	13.24	26.22	171.84
74861065003	304190029	684277	ELLIOT, DWAYNE (OWNR)	27680	EL CABRILLO CT	92555-5944	ELLIOTT DWAYNE	27680 EL CABRILLO CT	MORENO V	92555	255.40	25.54	50.57	331.50
50427205002	475070031	684277	RIX, PEGGY	24792	EL DORADO ST	92557-5116	CROWLEY PEGGY B	24792 EL DORADO ST	MORENO V	92557	255.29	25.53	50.55	331.36
95880795005	475070029	684277	MALAKOUTI, STEPHANIE	24798	EL DORADO ST	92557-5116	MALAKOUTI STEPHANIE MUNOZ	24798 EL DORADO ST	MORENO V	92557	255.40	25.54	50.57	331.50
70506175005	475070028	684277	ZAFRA, MARIU (RENT)	24810	EL DORADO ST	92557-5116	CASTELLON JOSE R	24810 EL DORADO ST	MORENO V	92557	55.40	5.54	10.97	71.90
95050795005	484253009	684277	WATSON, JANNIE	25148	EL GRECO DR	92553-7180	WATSON JANNIE L	25148 EL GRECO DR	MORENO V	92553	128.03	12.80	25.35	166.18
31529185003	484253007	684277	MESTA, HELEN (RENT)	25159	EL GRECO DR	92553-7180	VERA RAMIRO	25159 EL GRECO DR	MORENO V	92553	255.40	25.54	50.57	331.50
57265255008	484252002	684277	VEGA, JAIME (OWNR)	25231	EL GRECO DR	92553-7179	VEGA JAIME	25231 EL GRECO DR	MORENO V	92553	155.40	15.54	30.77	201.70
98318233001	484261007	684277	BARNES, GENE	25291	EL GRECO DR	92553-7199	RAMOS ANGEL	25291 EL GRECO DR	MORENO V	92553	255.40	25.54	50.57	331.50
88220303006	484263012	684277	WATSON, LOIS	25326	EL GRECO DR	92553-7129	MACIAS JAIME	25326 EL GRECO DR	MORENO V	92553	255.40	25.54	50.57	331.50
94361475004	484261001	684277	RIOS, LOURDES	25365	EL GRECO DR	92553-7130	RIOS JESUS	25365 EL GRECO DR	MORENO V	92553	255.18	25.518	50.53	331.22
89525363004	484263016	684277	SAUCEDO, CARLOS	25374	EL GRECO DR	92553-7129	CASTANEDA CARLOS SAUCEDO	25374 EL GRECO DR	MORENO V	92553	255.29	25.53	50.55	331.36
95272505006	484273006	684277	SEGOVIA, SILVIA	25433	EL GRECO DR	92553-7123	SEGOVIA SILVIA O	25433 EL GRECO DR	MORENO V	92553	245.98	24.60	48.70	319.28
31390705001	484273016	684277	ESTRADA, TANGIE	25543	EL GRECO DR	92553-7132	ESTRADA EDGAR	25543 EL GRECO DR	MORENO V	92553	332.64	33.26	65.86	431.76
31289755004	484273045	684277	PATRON, CARLOS (OWNR)	25561	EL GRECO DR	92553-7144	PATRON CARLOS I	25561 EL GRECO DR	MORENO V	92553	183.69	18.37	36.37	238.42
87467235009	484273024	684277	COLEMAN, SHEANIA	25609	EL GRECO DR	92553-1503	COLEMAN SHEANIA N	25609 EL GRECO DR	MORENO V	92553	64.18	6.42	12.71	83.30
31527525006	474381013	684277	RODRIGUEZ, JOSE	11970	ELAHL CT	92555-1757	RODRIGUEZ JOSE	11970 ELAHL CT	MORENO V	92555	255.40	25.54	50.57	331.50
87171423007	474381012	684277	LARA, ALAN	11991	ELAHL CT	92555-1757	HALLSTROM MARIA V	11991 ELAHL CT	MORENO V	92555	332.40	33.24	65.82	431.44
87928485007	479301009	684277	RAMIREZ, RICARDO (OWNR)	25127	ELDER AVE	92557-7402	RAMIREZ RICARDO	25127 ELDER AVE	MORENO V	92557	136.77	13.68	27.08	177.52
31251895005	479301005	684277	JONES, EILEEN	25181	ELDER AVE	92557-7402	JONES EILEEN FLANARY	25181 ELDER AVE	MORENO V	92557	255.29	25.53	50.55	331.36
31414545003	479301004	684277	WEBSTER, RICHARD (OWNR)	25197	ELDER AVE	92557-7402	WEBSTER RICHARD A	25197 ELDER AVE	MORENO V	92557	71.00	7.10	14.06	92.14
31216725004	479372014	684277	JUAREZ, RAFAEL (RENT)	25417	ELDER AVE	92557-7501	JUAREZ RAFAEL	25417 ELDER AVE	MORENO V	92557	111.22	11.122	22.02	144.36
31429505009	479372019	684277	RAMOS, SANDRA	25477	ELDER AVE	92557-7501	RAMOS SANDRA	25477 ELDER AVE	MORENO V	92557	63.96	6.40	12.66	83.02
94791875008	479423023	684277	DAUGHENBAUGH, BOBBI	25521	ELDER AVE	92557-7601	DAUGHENBAUGH DONALD	25521 ELDER AVE	MORENO V	92557	332.40	33.24	65.82	431.44
71521175003	479423025	684277	ARANDA, ARTURO (OWNR)	25541	ELDER AVE	92557-7601	ARANDA MARIA C	25541 ELDER AVE	MORENO V	92557	284.36	28.44	56.30	369.08
90917755008	479423026	684277	CAZARES, ROSA (OWNR)	25551	ELDER AVE	92557-7601	CAZARES ROA I	25551 ELDER AVE	MORENO V	92557	252.12	25.21	49.92	327.24
98062575013	479423031	684277	ESPINOSA, DIANE	25601	ELDER AVE	92557-7638	ESPINOZA SANTOS	25601 ELDER AVE	MORENO V	92557	255.18	25.518	50.53	331.22
87048105004	479423033	684277	DAVIS, PETER	25621	ELDER AVE	92557-7638	DAVIS PETER	25621 ELDER AVE	MORENO V	92557	255.29	25.53	50.55	331.36
91609805000	487053009	684277	TUCKER, MARILYN	26083	ELDER AVE	92555-1845	RUBIN TUCKER MARILYN	26083 ELDER AVE	MORENO V	92555	255.40	25.54	50.57	331.50
52633475006	487053006	684277	WILSON, BEN	26119	ELDER AVE	92555-1800	WILSON BEN J	26119 ELDER AVE	MORENO V	92555	229.78	22.98	45.50	298.24
31323595005	487053004	684277	BIAEZ, ANNA	26143	ELDER AVE	92555-1800	BAEZ RIGOBERTO	26143 ELDER AVE	MORENO V	92555	255.29	25.53	50.55	331.36
94296525002	487121001	684277	DE MELO, RAMIRO	26276	ELDER AVE	92555-1835	DEMELO RAMIRO	26276 ELDER AVE	MORENO V	92555	255.40	25.54	50.57	331.50
95867975004	487122007	684277	JOHNSON, ASALEAN (RENT)	26430	ELDER AVE	92555-1840	MCDERMOTT DEWEE A	26430 ELDER AVE	MORENO V	92555	255.40	25.54	50.57	331.50
91646675009	487021001	684277	CAZARES, ROSA (RENT)	25705	ELDER NNA	92557-7602	DURAN PEDRO	25705 ELDER AVE	MORENO V	92557	265.74	26.57	52.62	344.92
97604945006	486082029	684277	PICIARDE, ANTHONY	15344	ELEANOR LN	92551-4528	PICARD ANTHONY	15344 ELEANOR LN	MORENO V	92551	255.40	25.54	50.57	331.50
94514925004	486094009	684277	SANCHEZ, RAUL	15394	ELEANOR LN	92551-4528	SANCHEZ RAUL	15394 ELEANOR LN	MORENO V	92551	255.40	25.54	50.57	331.50
31315165001	486094004	684277	PORCAYO, MIGUEL	15452	ELEANOR LN	92551-4504	PORCAYO MIGUEL A	15452 ELEANOR LN	MORENO V	92551	255.40	25.54	50.57	331.50
31595635000	486094001	684277	BARRETT, DEBORAH (RENT)	15498	ELEANOR LN	92551-4504	CC GROUP	765 N MAIN ST	CORONA C	92880	128.14	12.81	25.37	166.32
61177165008	485182023	684277	PALACIOS, GLORIA	24267	ELECTRA CT	92551-6901	PALACIOS SERGIO	24267 ELECTRA CT	MORENO V	92551	255.29	25.53	50.55	331.36
94079275004	485182028	684277	JIMENEZ, ANGEL (OWNR)	24300	ELECTRA CT	92551-6950	JIMENEZ ANGEL	24300 ELECTRA CT	MORENO V	92551	255.40	25.54	50.57	331.50
31514065000	485182029	684277	LEDEZMA, LEOBARDO	24310	ELECTRA CT	92551-6950	LEDEZMA LEOBARDO S	24310 ELECTRA CT	MORENO V	92551	255.29	25.53	50.55	331.36

93049305002	485182017	684277	MORRIS, NICHOLE	24315	ELECTRA CT	92551-6902	MORRIS BENJAMIN	24315 ELECTRA CT	MORENO V	92551	255.40	25.54	50.57	331.50
87558815003	485182015	684277	BRANCARTO, CHRIS	24331	ELECTRA CT	92551-6902	FLORES ANTONIO M	24328 KURT CT	MORENO V	92551	255.29	25.53	50.55	331.36
90418463008	485182012	684277	PHAM, LOAN (OWNR)	24355	ELECTRA CT	92551-6902	PHAM LOAN	21139 LITTLE BEAVER RD B	APPLE VAL	92308	256.21	25.62	50.73	332.56
31109835008	485181009	684277	HENRY, ERIC	24394	ELECTRA CT	92551-6903	HENRY REINA VANESSA	24394 ELECTRA CT	MORENO V	92551	191.77	19.18	37.97	248.90
95142555000	485182007	684277	GARCIA, ROSA	24395	ELECTRA CT	92551-6902	DESANTIAGO HERON	24395 ELECTRA CT	MORENO V	92551	128.14	12.81	25.37	166.32
31329885001	485181031	684277	LERMA, ROGELIO	24411	ELECTRA CT	92551-6905	LERMA ROGELIO	24411 ELECTRA CT	MORENO V	92551	255.29	25.53	50.55	331.36
65177925005	485181013	684277	VAZQUEZ, ISIDRO	24418	ELECTRA CT	92551-6914	VAZQUEZ ISIDRO	24418 ELECTRA CT	MORENO V	92551	275.84	27.58	54.62	358.04
31142355009	485181018	684277	HIERS, RADENE	24460	ELECTRA CT	92551-6904	HIERS RADENE L	24460 ELECTRA CT	MORENO V	92551	332.40	33.24	65.82	431.44
1.00894E+11	487181001	684277	STURGIS III, ABRAHAM	12274	ELF OWL LN	92555	STURGIS ABRAHAM	12274 ELF OWL LN	MORENO V	92555	255.29	25.53	50.55	331.36
31409755008	487180017	684277	LOVELL, BRANDICE	12385	ELF OWL LN	92555-2009	COLFIN A1 CA 4	24682 DEL PRADO NO 200	DANA POI	92629	134.96	13.50	26.72	175.16
88674313002	487180016	684277	LUKASHEVSKY, SYLVIA (OWNR)	12405	ELF OWL LN	92555-2038	LUKASHEVSKY SYLVIA T	12405 ELF OWL LN	MORENO V	92555	236.17	23.62	46.76	306.54
94684265003	264162015	684277	CASIAN, JUAN J	23277	ELFIN PL	92557-6129	CASIAN JUAN	23277 ELFIN PL	MORENO V	92557	63.96	6.40	12.66	83.02
69231415003	264162016	684277	APARACIO, MARIA (RENT)	23285	ELFIN PL	92557-6129	GARCIA RODIMIRO	23285 ELFIN PL	MORENO V	92557	63.63	6.363	12.60	82.58
91001273001	264162019	684277	GRIFFIN, ODETTE (OWNR)	23305	ELFIN PL	92557-6129	GRIFFIN ANNIE	23305 ELFIN PL	MORENO V	92557	255.40	25.54	50.57	331.50
96365393000	264162002	684277	ARMSTRONG, NICOLE (RENT)	23326	ELFIN PL	92557-6127	REIS SEAN	29 MOUNTAIN LAUREL	TRABUCO	92679	335.32	33.53	66.39	435.24
86409845004	487030019	684277	HARDY, LAURIE (RENT)	26010	ELIOT AVE	92555-1809	VERMILLION RICHARD LEE	1724 ROCKY RD	FULLERTO	92831	332.64	33.26	65.86	431.76
63979975005	487031002	684277	HILL, CHARLES AND NARISSA	26015	ELIOT AVE	92555-1810	HILL CHARLES E	26015 ELIOT AVE	MORENO V	92555	332.40	33.24	65.82	431.44
31293705007	487031004	684277	LARA, HUGO AND MARIA (OWNR)	26031	ELIOT AVE	92555-1810	LARA HUGO	26031 ELIOT AVE	MORENO V	92555	95.40	9.54	18.89	123.82
71227265008	487031006	684277	ESCAMILLA, MARTHA (RENT)	26047	ELIOT AVE	92555-1810	GUO YANGDE	25618 BANI	LOMITA C	90717	140.22	14.022	27.76	182
96386423000	487030013	684277	LOPEZ, GARLAND	26058	ELIOT AVE	92555-1809	JOHNSON CYRIL	25511 TANGERINE RD	MORENO V	92557	255.29	25.53	50.55	331.36
90448135005	291161013	684277	PEREZ, JOAQUIN	22362	ELLA AVE	92553-8338	PEREZ JOAQUIN	22362 ELLA AVE	MORENO V	92553	132.40	13.24	26.22	171.84
93770345005	291162010	684277	VEGA, ANA (RENT)	22375	ELLA AVE	92553-8339	TRAN HOA THIEN	8302 GUMWOOD CIR	WESTMINS	92683	255.40	25.54	50.57	331.50
75018285003	291161014	684277	WILSON, MATTHEW	22376	ELLA AVE	92553-8338	WILSON MATTHEW	22376 ELLA AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31625015005	291162003	684277	SALGADO, EVELIO (OWNER)	22461	ELLA AVE	92553-8347	COLIMA EVELIO SALGADO	22461 ELLA AVE	MORENO V	92553	255.29	25.53	50.55	331.36
94706345008	291162001	684277	PARTIDA, HENRY	22487	ELLA AVE	92553-8347	LYNSKEY CHRISTOPHER W	4235 PORTE DE MERANO UNIT	SAN DIEGO	92122	255.29	25.53	50.55	331.36
94558715005	485032006	684277	PHAM, TUAN (OWNR) APTS	15128	ELM CT UNIT A	92551-3692	PHAM TUAN VAN	1240 E ONTARIO STE 102	CORONA (	92881	766.64	76.66	151.79	995.08
93175995000	485031009	684277	SEBABILI, NDUMUGABO (OWNR)	15139	ELM CT UNIT A	92551-3686	HOME EXPO FINANCIAL	23580 ALESSANDRO NO 9818	MORENO V	92552	83.57	8.36	16.55	108.46
85509275001	485063007	684277	GUERRERO, OSCAR (RENT)	24513	ELMENDORF DR	92551-4012	RAMIREZ JOSE JESUS	4620 TWEEDY BLV NO B	SOUTH GA	90280	127.81	12.781	25.31	165.88
31153195000	485062003	684277	VEGA, MARIA AND LUIS (RENT)	24534	ELMENDORF DR	92551-4013	RUBIO JUAN ABRAHAM M	14538 FLANNER ST	LA PUENTE	91744	155.40	15.54	30.77	201.70
93437555006	487304001	684277	CARAVEO, SHERRY	12765	ELMHURST DR	92555-2359	CARAVEO ERNESTO	12765 ELMHURST DR	MORENO V	92555	267.44	26.744	52.95	347.12
31594895008	479462058	684277	DOTY, ALBERT	13871	ELMWOOD CT	92553-4356	DOTY ALBERT J	13871 ELMWOOD CT	MORENO V	92553	332.64	33.26	65.86	431.76
97417665001	479462057	684277	MAYER, STEVIE	13881	ELMWOOD CT	92553-4356	MAYER NATHAN	13881 ELMWOOD CT	MORENO V	92553	255.29	25.53	50.55	331.36
70814485008	479462038	684277	LEWIS, NADINE (RENT)	13890	ELMWOOD CT	92553-4356	MELENDREZ GILBERT	13890 ELMWOOD CT	MORENO V	92553	79.29	7.929	15.70	102.9
86318783009	479462054	684277	RAMOS, JOSE	13911	ELMWOOD CT	92553-4357	RUVALCABA HECTOR A	13911 ELMWOOD CT	MORENO V	92553	255.40	25.54	50.57	331.50
56003715008	479462053	684277	RAMAN, NOEMI (OWNR)	13921	ELMWOOD CT	92553-4357	MORALES HECTOR	13921 ELMWOOD CT	MORENO V	92553	55.40	5.54	10.97	71.90
95095385006	479462051	684277	BRATTON, ANTOINE (RENT)	13941	ELMWOOD CT	92553-4357	TEGLEY ELIZABETH A	11363 LASSELLE ST	MORENO V	92557	91.77	9.18	18.17	119.10
74312185002	479462048	684277	FIERRO, MARIA	13971	ELMWOOD CT	92553-4357	FIERRO ARTHUR	13971 ELMWOOD CT	MORENO V	92553	332.40	33.24	65.82	431.44
98752993001	291140013	684277	HERNANDEZ, ARMANDO AND MA	13549	ELSWORTH ST	92553-8463	HERNANDEZ ARMANDO	13549 ELSWORTH ST	MORENO V	92553	361.31	36.13	71.54	468.98
51059065001	291211019	684277	ZAMORA, JOSE	13660	ELSWORTH ST	92553-8464	ZAMORA JOSE	13660 ELSWORTH ST	MORENO V	92553	332.40	33.24	65.82	431.44
92451915003	291211020	684277	BLANCO, MANUEL	13672	ELSWORTH ST	92553-8464	BLANCO MANUEL I	11945 KITCHING ST	MORENO V	92557	255.29	25.53	50.55	331.36
31426075005	291261012	684277	OCAMPO, RAUL (OWNR)	13778	ELSWORTH ST	92553-8468	OCAMPO RAUL	13778 ELSWORTH ST	MORENO V	92553	255.40	25.54	50.57	331.50
94576025002	296092001	684277	GORE, ELIZABETH	23794	ELYCE CT	92553-3299	GORE ELIZABETH A	23794 ELYCE CT	MORENO V	92553	255.40	25.54	50.57	331.50
91262275009	487513022	684277	SHEFFIELD, BOBBY (RENT)	26589	EMERALD AVE	92555-3830	KAO MEI HUI	20228 BURNT TREE LN	WALNUT (	91789	627.28	62.73	124.20	814.20
90367625004	487481031	684277	SCOTT, CHANTEL (RENT)	26594	EMERALD AVE	92555-3829	LY HORTRY	4116 W TILLER AVE	ORANGE (	92868	257.14	25.71	50.91	333.76
73103135007	487513017	684277	VEJAR, MARYSOL	26649	EMERALD AVE	92555-3832	BARRERA RAMON	26649 EMERALD AVE	MORENO V	92555	117.35	11.74	23.24	152.32
92110213002	487481026	684277	BRUNIER, KARCELETTA	26650	EMERALD AVE	92555-3831	DOAN ANTHONY	164 S CONNIE CIR	ANAHEIM	92806	128.14	12.81	25.37	166.32
93214145006	316064002	684277	TREVINO, GUMARO	16176	EMMA LN	92551-7251	TREVINO GUMARO R	16176 EMMA LN	MORENO V	92551	191.66	19.17	37.95	248.76
31442005007	316064018	684277	MCCART, RODNEY	16224	EMMA LN	92551-7252	MCCART RODNEY EUGENE	16224 EMMA LN	MORENO V	92551	255.29	25.53	50.55	331.36
31259595001	316052019	684277	DUENAS, ESTER	16231	EMMA LN	92551-7253	DUENAS HECTOR R	16231 EMMA LN	MORENO V	92551	332.16	33.216	65.77	431.14
96121515002	316073021	684277	WILLIAMS, WADZELL	16409	EMMA LN	92551-7285	WILLIAMS WADZELL J	16409 EMMA LN	MORENO V	92551	332.64	33.26	65.86	431.76
31208215008	316083035	684277	BALEANU, GABRIEL (OWNR)	16416	EMMA LN	92551-7283	BALEANU GABRIEL	16416 EMMA LN	MORENO V	92551	255.40	25.54	50.57	331.50
31566235005	316083034	684277	GRAY, TERRIAN	16428	EMMA LN	92551-7283	FREEMAN TERRIAN RENAI	16428 EMMA LN	MORENO V	92551	255.29	25.53	50.55	331.36
31566855004	316083031	684277	LUCIDO, MARK (OWNR)	16464	EMMA LN	92551-7283	LUCIDO MARK	16464 EMMA LN	MORENO V	92551	164.26	16.43	32.52	213.20
31553025007	291613012	684277	VALDIVIA, ELVIA	13218	EMPRESS ST	92553-6930	VALDIVIA ELVIA	13218 EMPRESS ST	MORENO V	92553	255.29	25.53	50.55	331.36
31625405003	291613010	684277	TORRES, RODOLFO	13234	EMPRESS ST	92553-6930	TORRES RODOLFO	13234 EMPRESS ST	MORENO V	92553	209.31	20.93	41.44	271.68
95110925000	291613001	684277	EVERETT, MARLENE	22165	EMPRESS ST	92553-6931	EVERETT MARLENE	22165 EMPRESS ST	MORENO V	92553	345.60	34.56	68.43	448.58
62073785008	291613002	684277	MCDONALD, KERRY	22175	EMPRESS ST	92553-6931	MCDONALD KERRY MICHAEL	22175 EMPRESS ST	MORENO V	92553	63.96	6.40	12.66	83.02
48515945004	291612004	684277	VITELA, YVETTE (RENT)	22189	EMPRESS ST	92553-6931	BARAJAS MANUEL	P O BOX 5434	NORCO CA	92860	148.25	14.825	29.35	192.42
64620125003	291612005	684277	SANCHEZ, JUAN (OWNR)	22199	EMPRESS ST	92553-6931	WEN QIKUN	5327 LOMA AVE	TEMPLE CI	91780	255.29	25.529	50.55	331.36
31429235006	291613017	684277	PINEDA, LUPE	22200	EMPRESS ST	92553-6932	PINEDA GUADALUPE C	22200 EMPRESS ST	MORENO V	92553	155.40	15.54	30.77	201.70
31069565000	291613005	684277	CASTRO, SIGFREDO	22205	EMPRESS ST	92553-6931	SECRETARY HOUSING & URBAN DEV OF	22205 EMPRESS ST	MORENO V	92553	520.51	52.051	103.06	675.62
97976865004	475232007	684277	ALVAREZ, DAVID	24793	ENCHANTED WAY	92557-6430	RELIABLE INV	1317 N SAN FERNANDO 204	BURBANK	91504	127.92	12.792	25.33	166.04
92357115000	475231025	684277	NICKELL, JIM	24802	ENCHANTED WAY	92557-6408	NICKELL JAMES C	24802 ENCHANTED WAY	MORENO V	92557	255.40	25.54	50.57	331.50
93868453003	475231026	684277	FERNANDEZ, JAVIER	24812	ENCHANTED WAY	92557-6408	FERNANDEZ JAVIER	24812 ENCHANTED WAY	MORENO V	92557	255.40	25.54	50.57	331.50
96992885008	475233010	684277	COLEMAN, TERRENCE	24960	ENCHANTED WAY	92557-6410	COLEMAN TERRANCE G	24960 ENCHANTED WAY	MORENO V	92557	255.40	25.54	50.57	331.50

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48317415006	304171011	684277	CASTRO, PAUL	27298	ENGLEWOOD ST	92555-4931	LUEVANO ALEJANDRO	27298 ENGLEWOOD ST	MORENO V	92555	248.99	24.90	49.30	323.18
87802235007	304181012	684277	GARCIA, MICHAEL	27490	ENGLEWOOD ST	92555-4924	GARCIA MICHAEL	27490 ENGLEWOOD ST	MORENO V	92555	255.18	25.518	50.53	331.22
94067785002	484291009	684277	STOKES, DONNA	25594	ERICSON DR	92553-5054	MOSLEY FRANK	12351 LASSELLE ST	MORENO V	92557	255.29	25.53	50.55	331.36
31637525003	484293002	684277	OWENS, JOHN	25611	ERICSON DR	92553-5024	BERMUDEZ FRANK	25611 ERICSON DR	MORENO V	92553	331.44	33.14	65.63	430.2
91108605005	484293003	684277	WALKER, TRAVIS (RENT)	25621	ERICSON DR	92553-5024	MOALLEM NATHASHA R	25621 ERICSON DR	MORENO V	92553	47.10	4.71	9.33	61.12
31529005001	484293006	684277	MORALES, FRANCES (RENT)	25651	ERICSON DR	92553-5024	HOOKS DAVID GERALD	4338 SUNNY LN	YORBA LIN	92886	105.40	10.54	20.87	136.80
62568485000	484292013	684277	RIOS, MARCOS AND ERIKA	25658	ERICSON DR	92553-5023	RIOS MARCOS	25658 ERICSON DR	MORENO V	92553	98.13	9.81	19.43	127.36
74672535006	484292011	684277	LOPEZ, RUBEN AND CATALINA	25684	ERICSON DR	92553-5023	LOPEZ RUBEN	25684 ERICSON DR	MORENO V	92553	255.29	25.53	50.55	331.36
70163595007	487492012	684277	LUCAS, ASTRID	13630	ERIN DR	92555-2524	LUCAS JOE	13630 ERIN DR	MORENO V	92555	255.29	25.53	50.55	331.36
31186735007	475300043	684277	PAEZ, JAVIER	24911	ESCONDIDO CT	92557-6413	PAEZ GLORIA IRMA	24911 ESCONDIDO CT	MORENO V	92557	255.29	25.53	50.55	331.36
93358703003	475300054	684277	MCKINLEY, CHAROLETTE	24920	ESCONDIDO CT	92557-6413	MCKINLEY CHARLOTTE	24920 ESCONDIDO CT	MORENO V	92557	255.40	25.54	50.57	331.50
60629695008	260411006	684277	NGUYEN, HIEU T	10149	ESCORIAL CT	92557-9030	WALKER JANE R	110 N LINCOLN AV STE 100	CORONA C	92882	183.21	18.32	36.28	237.80
93169635009	478401005	684277	HENDERSON, RANDY	13100	ESSEN LN	92555-6757	HENDERSON RANDY	13100 ESSEN LN	MORENO V	92555	255.29	25.53	50.55	331.36
96804025006	486056025	684277	MCIVER, JOE	25563	ESTRELLAS LN	92551-7037	ESTRELLAS LANE TRUST	12831 MORENO BEACH NO 107	MORENO V	92555	256.10	25.61	50.71	332.4
52720875007	486056024	684277	MURPHY, MIKE	25573	ESTRELLAS LN	92551-7037	MURPHY MICHAEL	25573 ESTRELLAS LN	MORENO V	92551	255.18	25.518	50.53	331.22
95293945000	486056022	684277	LOPEZ, NELSON DAVID	25599	ESTRELLAS LN	92551-7037	LOPEZ NELSON D	25599 ESTRELLAS LN	MORENO V	92551	255.40	25.54	50.57	331.50
93615305000	486056021	684277	O'BRIEN, HUGH	25611	ESTRELLAS LN	92551-1408	OBRIEN HUGH E	25611 ESTRELLAS LN	MORENO V	92551	56.19	5.619	11.13	72.92
94602995002	486056019	684277	JACKSON, W C (RENT)	25635	ESTRELLAS LN	92551-7013	AGUILLAR JOSE T	25635 ESTRELLAS LN	MORENO V	92551	255.40	25.54	50.57	331.50
58788235003	486056016	684277	IRISH, ROBERT	25671	ESTRELLAS LN	92551-7013	IRISH ROBERT D	25671 ESTRELLAS LN	MORENO V	92551	332.40	33.24	65.82	431.44
59874405004	482562003	684277	VALENTINE, YOLANDA	14435	ETERNAL DR	92553-3597	VALENTINE NICHOLAS S	14435 ETERNAL DR	MORENO V	92551	255.29	25.53	50.55	331.36
90601523007	482562005	684277	ZAVALA, MARISELA	14459	ETERNAL DR	92553-3597	ZAVALA ALEX G	14459 ETERNAL DR	MORENO V	92553	255.29	25.53	50.55	331.36
94698675007	482562006	684277	SEDURA, SANDRA (RENT)	14471	ETERNAL DR	92553-3597	HUYNH MINH THE	2221 S 2ND AVE	ARCADIA C	91006	255.40	25.54	50.57	331.50
31306865003	291090010	684277	FRANKLIN, CHERYL	21634	EUCALYPTUS AVE	92553-8062	FRANKLIN CHERYL	21634 EUCALYPTUS AVE	MORENO V	92508	255.29	25.53	50.55	331.36
85478115003	291090034	684277	SALGADO, PABLO	21748	EUCALYPTUS AVE	92553-8141	SALINAS ELVIRA	21748 EUCALYPTUS AVE	MORENO V	92553	221.52	22.15	43.86	287.52
97868025000	482020026	684277	RIOS, JOSE (RENT)	24055	EUCALYPTUS AVE	92553-2832	GALVAN MARY	25406 ORCHID DR	MORENO V	92553	61.67	6.167	12.21	80.04
75126755005	481270035	684277	KILPATRICK, JERRY (RENT)	24068	EUCALYPTUS AVE	92553-2831	DETREVISU MA LINA G	24068 EUCALYPTUS AVE	MORENO V	92553	103.95	10.395	20.58	134.92
97582735008	482020028	684277	ESTRADA, ADELA (RENT)	24085	EUCALYPTUS AVE	92553-2832	GASPAR GERMAN PEDRO	4000 COOLIDGE AVE	RIVERSIDE	92506	229.34	22.93	45.41	297.68
31316305000	482020029	684277	RAYA, YOLANDA (RENT) APTS	24095	EUCALYPTUS AVE	92553-2832	ALMEIDA ANTHONY	7767 LADY BANKS LOOP	CORONA C	92883	351.86	35.19	69.67	456.7
49589215001	482020046	684277	HARDY, ZURI (RENT)	24245	EUCALYPTUS AVE	92553-3105	STEWART LORI L	24245 EUCALYPTUS AVE	MORENO V	92553	455.59	45.56	90.21	591.34
96299235005	482030001	684277	GREEN, DELIA	24273	EUCALYPTUS AVE	92553-3105	KEITH FRED D	1857 MAUNA LOA PL	NORCO CA	91760	332.40	33.24	65.82	431.44
93557433007	482030010	684277	MATZ, DIANE (RENT) APTS	24395	EUCALYPTUS AVE	92553-2801	FEDERAL NATL MORTGAGE ASSN	4829 CLOVERLY AVE	TEMPLE CI	91780	638.58	63.86	126.44	828.86
82891345002	482030011	684277	MORA, ANA	24411	EUCALYPTUS AVE	92553-3107	MORA ANA C	24411 EUCALYPTUS AVE	MORENO V	92553	284.36	28.44	56.30	369.08
31095035007	481250023	684277	SERRANO, PRISCILLA (RENT) APTS	24462	EUCALYPTUS AVE	92553-3106	SERRANO AURELIO	24464 EUCALYPTUS AVE	MORENO V	92553	91.66	9.17	18.15	118.96
31544175004	481230033	684277	HENRICKSON, EUGENE AND YOSK	24510	EUCALYPTUS AVE	92553-3778	HENRICKSON EUGENE N	12047 DUNLAP PL	CHINO CA	91710	255.29	25.53	50.55	331.36
75659885008	481230030	684277	CARRILLO, CHRIS (RENT)	24582	EUCALYPTUS AVE	92553-3778	MNT GROUP	7662 INDIGO LN	LA PALMA	90623	106.72	10.672	21.13	138.52
60098495008	481230029	684277	HENRIQUEZ, OBID (RENT)	24600	EUCALYPTUS AVE	92553-3704	BLANCO FAMILY TRUST	P O BOX 6055	MORENO V	92554	91.77	9.18	18.17	119.10
95535935006	482040015	684277	REYES, WENDY (RENT)	24621	EUCALYPTUS AVE	92553-3773	ORR DONALD G	4025 CHAPMAN PL	RIVERSIDE	92506	235.40	23.54	46.61	305.54
59947975008	481230024	684277	COTE, LUPE (RENT)	24638	EUCALYPTUS AVE	92553-3704	GONZALEZ LUIS ALBERTO	24638 EUCALYPTUS AVE	MORENO V	92553	76.04	7.604	15.06	98.68
87635935004	482040017	684277	GARCIA, DAMARIS (RENT)	24641	EUCALYPTUS AVE	92553-3773	GARCIA ROBERTO	24645 EUCALYPTUS AVE	MORENO V	92553	294.13	29.41	58.24	381.78
52079315005	481230022	684277	RODRIGUEZ, CATHY (RENT) APTS	24678	EUCALYPTUS AVE	92553-3704	AGUAYO ALBERTO	24678 EUCALYPTUS AVE	MORENO V	92553	510.58	51.06	101.09	662.72
31316675002	482040019	684277	JENKINS, CHARLES	24695	EUCALYPTUS AVE	92553-3727	JENKINS CHARLES N	24721 EUCALYPTUS AVE	MORENO V	92553	255.40	25.54	50.57	331.50
89065933002	481210042	684277	RICASA, BRUCE (OWNR)	24784	EUCALYPTUS AVE	92553-3706	RICASA BRUCE J	24784 EUCALYPTUS AVE	MORENO V	92553	128.14	12.81	25.37	166.32
66028285003	481210039	684277	MEDINA, YVONNE (RENT)	24788	EUCALYPTUS AVE	92553-3706	SBR MANAGEMENT	16196 JACOBS CIR	RIVERSIDE	92504	255.40	25.54	50.57	331.50
86614353001	482050026	684277	NUNGARAY, MARIA G	24791	EUCALYPTUS AVE	92553-3705	NUNGARAY MARIA GRACIELA	24791 EUCALYPTUS AVE	MORENO V	92553	155.40	15.54	30.77	201.70
92185745003	481210045	684277	THEPHAVONG, EVITA (RENT)	24796	EUCALYPTUS AVE	92553-3706	KAUR MANJIT	4119 MARGIE WAY	RIVERSIDE	92509	85.40	8.54	16.91	110.84
31224365003	482050002	684277	HURTADO, DAVID	24797	EUCALYPTUS AVE	92553-3705	HURTADO DAVID	24797 EUCALYPTUS AVE	MORENO V	92553	41.66	4.17	8.25	54.06
96353585006	481210034	684277	COLE, CLARENCE	24804	EUCALYPTUS AVE	92553-3770	ZAMORA PETRA	24804 EUCALYPTUS AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31107575006	482050003	684277	GONZALEZ, FRANCISCO (RENT) AP	24817	EUCALYPTUS AVE	92553-3769	GARCIA MARIA D	24815 EUCALYPTUS AVE	MORENO V	92553	510.69	51.07	101.12	662.86
31617825002	479090038	684277	GALARZA, DAN	25119	EUCALYPTUS AVE	92553-4122	GALARZA DANIEL R	25119 EUCALYPTUS AVE	MORENO V	92553	255.29	25.53	50.55	331.36
93974225008	479090011	684277	LLAMAS, LILIA	25213	EUCALYPTUS AVE	92553-4125	JAZ CI HOLDINGS	382 W SAN BERNARDINO AVE	RIALTO CA	92376	128.03	12.80	25.35	166.18
31052885009	479531026	684277	MCEACHERN, SHELLY (OWNR)	25620	EUCALYPTUS AVE	92553-4712	MCEACHERN SHIRLEY	25620 EUCALYPTUS AVE	MORENO V	92553	68.92	6.892	13.65	89.44
31337245009	482201001	684277	SINGLETON, JOSEFA M	24762	EUGENA AVE	92553-3835	SINGLETON JOSEFA M	24762 EUGENA AVE	MORENO V	92553	255.29	25.53	50.55	331.36
89945415004	482202002	684277	OLIVER, ALBERT	24775	EUGENA AVE	92553-3836	EUGENA AVENUE TRUST	231 E ALESSANDRO BL NO A	RIVERSIDE	92508	128.14	12.81	25.37	166.32
31324035001	482201003	684277	TAPIA, SYLVIA	24786	EUGENA AVE	92553-3835	TAPIA MARIA SILVIA	24786 EUGENA AVE	MORENO V	92553	255.29	25.53	50.55	331.36
70404125004	482202006	684277	CRAWFORD, MARY (RENT)	24823	EUGENA AVE	92553-3866	LAWSON RUTH	21361 FOOTHILL DR	PERRIS CA	92571	63.10	6.31	12.49	81.9
88419373009	260232002	684277	LEPORE, RICHARD (RENT)	23425	EVENING SNOW	92557-2808	MILAYTHONG CHANPHENG	23425 EVENING SNOW	MORENO V	92557	352.71	35.27	69.84	457.80
86743473003	260241045	684277	MORRIS, CLARICE	23545	EVENING SNOW	92557-2810	MORRIS CLARICE	23545 EVENING SNOW	MORENO V	92557	255.29	25.53	50.55	331.36
95904155007	304290037	684277	ORTIZ, RAFAEL AND MARY (OWNR	14525	EVEREST WAY	92555-7026	ORTIZ RAFAEL	26220 PERCHERON CIR	MORENO V	92555	28.14	2.81	5.57	36.52
58237035003	487352040	684277	LISARDO, MICHELLE	13031	EYOTA DR	92555-2411	GARCIA JUAN A	13031 EYOTA DR	MORENO V	92555	332.64	33.26	65.86	431.76
1.00104E+11	487352039	684277	GONZALEZ, RAFAEL	13041	EYOTA DR	92555-2411	GONZALEZ RAFAEL	13041 EYOTA DR	MORENO V	92555	116.73	11.673	23.11	151.5
31534605005	487353007	684277	LEE, TOSHIO	13092	EYOTA DR	92555-2412	LEE TOSHIO	11575 KAYAL AVE	MORENO V	92557	255.40	25.54	50.57	331.50
98004715016	487353010	684277	BAILEY, MARIE	13122	EYOTA DR	92555-2410	BAILEY MARIE L	13122 EYOTA DR	MORENO V	92555	255.40	25.54	50.57	331.50
95757555005	487353012	684277	CUESTAS, LUIS	13142	EYOTA DR	92555-2410	CUESTAS LUIS	13142 EYOTA DR	MORENO V	92555	255.40	25.54	50.57	331.50
96143915002	487353013	684277	LOPEZ, ARMANDO (OWNR)	13152	EYOTA DR	92555-2410	LOPEZ ERIKA	13152 EYOTA DR	MORENO V	92555	26.48	2.65	5.24	34.36
97113715006	487353014	684277	LANATHOUA, DORA AND AVELARI	13162	EYOTA DR	92555-2410	RODRIGUEZ ABELARDO	13162 EYOTA DR	MORENO V	92555	191.18	19.118	37.85	248.14

31655835000	487352024	684277	GALLAGHER, PEGGY (OWNR)	13171	EYOTA DR	92555-2409	GALLAGHER PEGGY A	13171 EYOTA DR	MORENO V	92555	229.78	22.98	45.50	298.24
96214535001	487353017	684277	MUHAMMAD, KEVIN	13192	EYOTA DR	92555-2410	MUHAMMAD KEVIN	13192 EYOTA DR	MORENO V	92555	178.06	17.81	35.26	231.12
31622335005	487353019	684277	MORALES, MIGUEL AND ALMA	13212	EYOTA DR	92555-2484	MORALES MIGUEL A	13212 EYOTA DR	MORENO V	92555	255.40	25.54	50.57	331.50
73436655001	487023007	684277	AREVALO, MARIA	12371	EYRE CT	92557-7739	AREVALO RUBEN G	12371 EYRE CT	MORENO V	92557	255.40	25.54	50.57	331.50
57965795000	487023015	684277	SANCHEZ, KARINA (RENT)	12380	EYRE CT	92557-7739	MENDOZA ALBERTO	12380 EYRE CT	MORENO V	92557	255.40	25.54	50.57	331.50
96565125002	487023005	684277	SUTTON, CHARLES (RENT)	12391	EYRE CT	92557-7739	QUINONES SILVERIO	12391 EYRE CT	MORENO V	92557	255.40	25.54	50.57	331.50
96662255009	474576012	684277	FERNANDEZ, FRANKLIN AND DAN	24814	FAIR DAWN LN	92557-4216	FUENTES CECILIA M	24814 FAIR DAWN LN	MORENO V	92557	521.26	52.13	103.21	676.58
91041583002	474563020	684277	WATKINS, BETTY (DECEASED)	24827	FAIR DAWN LN	92557-4217	WATKINS BETTY LOUISE	24827 FAIR DAWN LN	MORENO V	92557	128.03	12.80	25.35	166.18
31217895006	304512003	684277	FABELA, ANNA (OWNR)	14971	FAIR MEADOW LN	92555-5825	FABELA ALEX	14971 FAIR MEADOW LN	MORENO V	92555	55.40	5.54	10.97	71.90
96156165001	304512002	684277	PALMER, DEMERIAN AND MONIC	14983	FAIR MEADOW LN	92555-5825	PALMER DEMERIAN	14983 FAIR MEADOW LN	MORENO V	92555	255.52	25.55	50.59	331.66
51093315008	304491009	684277	SCOTT, STACEY	27675	FAIRMONT DR	92555-5722	SCOTT STACEY D	27675 FAIRMONT DR	MORENO V	92555	255.40	25.54	50.57	331.50
31436865008	304490021	684277	MCGUIRE, EDWARD A AND SYLVIA	27636	FAIRMOUNT DR	92555-5720	MCGUIRE EDWARD A	27636 FAIRMONT DR	MORENO V	92555	221.04	22.10	43.77	286.90
31342285000	304490015	684277	STOKES, SHERENE (OWNR)	27706	FAIRMOUNT DR	92555-5721	STOKES MURRAY	27706 FAIRMONT DR	MORENO V	92555	255.40	25.54	50.57	331.50
31645055004	304490012	684277	WASHINGTON, LINDA (RENT)	27738	FAIRMOUNT DR	92555-5721	WENG JAMES C	27738 FAIRMONT DR	MORENO V	92555	149.62	14.96	29.62	194.20
93094105000	304391027	684277	HASKELL, CASSIDI	14910	FAIRWAY CIR	92555-6346	BANK OF AMERICA	1800 TAPO CANYON SV2202	SIMI VALLE	93063	332.40	33.24	65.82	431.44
92144645001	304391025	684277	ELAM, INDIA	14927	FAIRWAY CIR	92555-6346	ELAM INDIA	14927 FAIRWAY CIR	MORENO V	92555	255.18	25.518	50.53	331.22
31326715003	487183007	684277	JONES, JENNIFER	12320	FALCON LN	92555-2040	JONES JENNIFER	12320 FALCON LN	MORENO V	92555	255.40	25.54	50.57	331.50
31493085003	487182021	684277	VILLALPANDO, IRMA	12461	FALCON LN	92555-2013	VILLALPANDO IRMA ALICIA	12461 FALCON LN	MORENO V	92555	65.00	6.50	12.87	84.36
96764475007	264302023	684277	CHAVEZ, MARIA (OWNR)	23012	FALL RIVER RD	92557-6150	TRUJILLO STEVEN	23011 FALL RIVER RD	MORENO V	92557	255.40	25.54	50.57	331.50
31576405008	264302017	684277	VILLAGRANA, CELILIO	23071	FALL RIVER RD	92557-6151	VILLAGRANA CECILIO M	23071 FALL RIVER RD	MORENO V	92557	255.29	25.53	50.55	331.36
64924895007	264302001	684277	HARVEY, SUSANA	23081	FALL RIVER RD	92557-6152	HARVEY SUSANNA	23081 FALL RIVER RD	MORENO V	92557	313.20	31.32	62.01	406.52
31601045000	264302002	684277	ACOSTA, XAVIER (RENT)	23089	FALL RIVER RD	92557-6152	PRENTICE GUY	6857 MENDOCINO PL	RANCHO C	91701	255.40	25.54	50.57	331.50
31178415001	264302010	684277	FRAGOSO, ELIASIN	23161	FALL RIVER RD	92557-6153	FRAGOSO ELIASIN	23161 FALL RIVER RD	MORENO V	92557	255.29	25.53	50.55	331.36
92223615009	264302014	684277	JACKSON, NICHELLE	23197	FALL RIVER RD	92557-6153	JACKSON MICHELE	23197 FALL RIVER RD	MORENO V	92557	57.44	5.74	11.37	74.54
31383545000	486235037	684277	WASHINGTON, DEDRICK	15760	FARMSTEAD ST	92551-4668	WASHINGTON WILLIE B	15760 FARMSTEAD ST	MORENO V	92551	255.40	25.54	50.57	331.50
91701633001	486233006	684277	ONTIVEROS, CARLOS AND MARLE	15761	FARMSTEAD ST	92551-4669	ONTIVEROS CARLOS	15761 FARMSTEAD ST	MORENO V	92551	255.29	25.53	50.55	331.36
31266475001	486235035	684277	CLONINGER, LISA	15764	FARMSTEAD ST	92551-4668	CLONINGER LISA M	15764 FARMSTEAD ST	MORENO V	92551	255.29	25.53	50.55	331.36
31584475007	486235034	684277	JACKSON, WANJUKU (OWNR)	15766	FARMSTEAD ST	92551-4668	JACKSON WANJUKU K	15766 FARMSTEAD ST	MORENO V	92551	255.40	25.54	50.57	331.50
31446345007	486235033	684277	PADILLA, MARTHA	15768	FARMSTEAD ST	92551-4668	PEREZ PADILLA MARTHA	15768 FARMSTEAD ST	MORENO V	92551	28.03	2.80	5.55	36.38
52764645004	486235031	684277	INFANTE, JAVIER AND ANABETH	15772	FARMSTEAD ST	92551-4668	INFANTE JAVIER ARMENTA	15772 FARMSTEAD ST	MORENO V	92551	232.40	23.24	46.02	301.64
97106595005	484105002	684277	VON ROISHMANDT, ERICH (RENT)	14348	FARMWOOD DR	92553-4403	PERDOMO WILMER	14348 FARMWOOD DR	MORENO V	92553	159.35	15.94	31.55	206.82
90589123008	484135004	684277	LENARD, DAVISHA	14398	FARMWOOD DR	92553-4403	LENARD DAVISHA	14398 FARMWOOD DR	MORENO V	92553	361.60	36.16	71.60	469.34
31261775009	291182004	684277	MELENDREZ, THERESA	22367	FARRAGUT AVE	92553-8313	RUEDA MARIA TERESA	22367 FARRAGUT AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31363495002	482600016	684277	RIVERA, LISA (RENT)	24138	FAWN ST	92553-3390	MAZUMDER RINA	24138 FAWN ST	MORENO V	92553	255.40	25.54	50.57	331.50
94337903004	482553034	684277	MARTINEZ, DANIEL (RENT)	24145	FAWN ST	92553-3391	MARTINEZ LEONZO	13117 PERRIS BLV NO 103	MORENO V	92553	255.41	25.54	50.57	331.52
56058065008	482600014	684277	SIFUENTES, JAVIER	24156	FAWN ST	92553-3390	DAVIS DOYLE WADE	4714 MORRIS AVE S	RENTON W	98059	100.40	10.04	19.88	130.30
93485253008	482553038	684277	MARTINEZ, JOSE	24173	FAWN ST	92553-3392	RUIZ ANGEL	24173 FAWN ST	MORENO V	92553	63.96	6.40	12.66	83.02
54244385009	482553040	684277	CONTRERAS, JOSE	24189	FAWN ST	92553-3392	CONTRERAS JOSE F	24189 FAWN ST	MORENO V	92553	255.29	25.53	50.55	331.36
93118445006	482553041	684277	MOYSES, ALBA	24195	FAWN ST	92553-3392	ALBA MOISES	24195 FAWN ST	MORENO V	92553	255.29	25.53	50.55	331.36
93929353004	482553042	684277	IBARRA, JOSE (RENT)	24199	FAWN ST	92553-3392	GOMEZ OCTAVIO	24199 FAWN ST	MORENO V	92553	247.19	24.72	48.94	320.84
95995385007	482553044	684277	WHITE, GLENN (OWNR)	24213	FAWN ST	92553-6250	WHITE GLEN D	8917 DIGGER PINE DR	RIVERSIDE	92508	255.40	25.54	50.57	331.50
31580505009	482553045	684277	LOYD, DONNIE (RENT)	24221	FAWN ST	92553-6250	VANMETER RICHARD E	24221 FAWN ST	MORENO V	92553	255.40	25.54	50.57	331.50
92689225003	485131002	684277	MACIAS, LETICIA	24522	FAY AVE	92551-4048	SANCHEZ ABEL	24522 FAY AVE	MORENO V	92551	255.40	25.54	50.57	331.50
31069015006	485131007	684277	ROBERSON, LINDSEY (RENT)	24580	FAY AVE	92551-4047	NUNEZ WILLIAM	24580 FAY AVE	MORENO V	92551	255.40	25.54	50.57	331.50
88031885005	485133012	684277	BARRETT, DEENA	24621	FAY AVE	92551-4049	MITCHELL MICHAEL	24621 FAY AVE	MORENO V	92551	332.64	33.26	65.86	431.76
76023925004	485131011	684277	HAIGHT, BRENDA	24624	FAY AVE	92551-4072	HAIGHT BRENDA LEE	24624 FAY AVE	MORENO V	92551	255.40	25.54	50.57	331.50
93793535007	485103003	684277	DEAN, ANN	24795	FAY AVE	92551-4073	DEAN STEVEN R	24795 FAY AVE	MORENO V	92551	332.64	33.26	65.86	431.76
91006073002	485103004	684277	SILVA, FRANCISCO	24807	FAY AVE	92551-4001	SILVA FRANCISCO	24807 FAY AVE	MORENO V	92551	100.00	10.00	19.80	129.80
75187495002	485103005	684277	DURIO, MARION (OWNR)	24819	FAY AVE	92551-4001	DURIO MARION	24819 FAY AVE	MORENO V	92551	246.92	24.69	48.89	320.50
96212575006	485103013	684277	ONTIVEROS, MARTIN	24915	FAY AVE	92551-4046	ONTIVEROS PAULA E	24915 FAY AVE	MORENO V	92551	332.64	33.26	65.86	431.76
31066595000	486083003	684277	GUZMAN, GUADALUPE (RENT)	25095	FAY AVE	92551-4530	DSCSHB INV	765 N MAIN ST	CORONA C	92880	160.29	16.03	31.74	208.04
31492755004	486082042	684277	HARO, JUAN	25106	FAY AVE	92551-4508	HARO JUAN	25106 FAY AVE	MORENO V	92551	63.96	6.40	12.66	83.02
91193995005	486083004	684277	ANGULO, CARLOS	25107	FAY AVE	92551-4507	ANGULO MARIA M	25107 FAY AVE	MORENO V	92551	332.64	33.26	65.86	431.76
31371675007	486082040	684277	ESPINOZA, JUAN (OWNR)	25130	FAY AVE	92551-4508	ESPINOZA JUAN JOSE	25130 FAY AVE	MORENO V	92551	255.40	25.54	50.57	331.50
31362995009	486082035	684277	TRIGUERO, JOSE J	25188	FAY AVE	92551-4508	TRIGUERO JOSE J	25188 FAY AVE	MORENO V	92551	255.40	25.54	50.57	331.50
86280023001	486102020	684277	HOLLINS, TIMOTHY (RENT)	25304	FAY AVE	92551-4568	GLEED MARK	25304 FAY AVE	MORENO V	92551	90.17	9.017	17.85	117.04
31329485005	486103016	684277	SOLORZANO, JANET (OWNR)	25315	FAY AVE	92551-4570	SOLORZANO SAULO MISAEL	25315 FAY AVE	MORENO V	92551	63.96	6.40	12.66	83.02
31266185002	486102027	684277	BORBOA, BRENDA	25388	FAY AVE	92551-4568	PUENTE MARIO	25388 FAY AVE	MORENO V	92551	465.12	46.51	92.09	603.72
97612125001	486102028	684277	MATSUEDA, RYUKO	25402	FAY AVE	92551-4510	MATSUEDA RYUKO	25402 FAY AVE	MORENO V	92551	246.92	24.69	48.89	320.50
31505525002	486103008	684277	VILLASENOR, FILIBERTO	25413	FAY AVE	92551-4509	MARTINEZ LEONARDO	25413 FAY AVE	MORENO V	92551	127.77	12.78	25.30	165.84
90241605005	486103002	684277	LOPEZ, MARIO (RENT)	25485	FAY AVE	92551-4509	AVILA MIGUEL G	3010 LINDA DR	OCEANSID	92056	177.59	17.76	35.16	230.50
31099885000	259371008	684277	AGUIRRE, DANNY AND DIANE	22760	FEATHERBROOK CT	92557-1808	AGUIRRE DANIEL J	22760 FEATHERBROOK CT	MORENO V	92553	332.40	33.24	65.82	431.44
91840165005	479563011	684277	LINGLE-VELASQUEZ, BRENDA	13077	FELISA ST	92553-6870	VELASQUEZ CIRILO	13077 FELISA ST	MORENO V	92553	332.40	33.24	65.82	431.44
97603455000	488232009	684277	BARBER, GERRY AND LESLIE (OWN	12155	FENIMORE DR	92555-5411	BARBER GERRY W	12155 FENIMORE DR	MORENO V	92555	332.16	33.216	65.77	431.14
95054005003	482441025	684277	NAU, LANI	14106	FENNER CT	92553-6753	NAU LANI MELE	14106 FENNER CT	MORENO V	92553	255.29	25.53	50.55	331.36

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58665955001	482482015	684277	IBARRA, ELIZABETH (RENT)	14121	FENNER CT	92553-6754	IBARRA OCTAVIO	14121 FENNER CT	MORENO V	92553	332.64	33.26	65.86	431.76
92645243001	474461010	684277	FARLEY, EMILY (OWNR)	10827	FENTON RD	92557-4037	FARLEY EMILY C	11105 PIONEER RIDGE RD	MORNEO V	92557	205.29	20.53	40.65	266.46
95696935006	474461011	684277	PONCE, ALFREDO AND EDITH	10843	FENTON RD	92557-4037	PONCE JORGE A	10843 FENTON RD	MORENO V	92557	140.98	14.10	27.91	182.98
90107413008	474452002	684277	EVANS, TRACY	10920	FENTON RD	92557-4038	LOUDEN	5440 TRABUCO RD STE H2001	IRVINE CA	92620	409.51	40.95	81.08	531.54
74617565004	474451004	684277	MORRIS, KEVIN	10953	FENTON RD	92557-4039	MORRIS KEVIN	10953 FENTON RD	MORENO V	92557	255.40	25.54	50.57	331.50
75108815001	474452005	684277	WILLIAMS, GEORGE	10972	FENTON RD	92557-4038	WILLIAMS GEORGE TODD	10972 FENTON RD	MORENO V	92557	72.73	7.27	14.40	94.40
96595005004	479453012	684277	MARKS, DEBRA	25529	FERNBUSH ST	92553-6830	MARKS NICK	25529 FERNBUSH ST	MORENO V	92553	332.16	33.216	65.77	431.14
93731295007	487411017	684277	FESTE, DARLA K	26147	FERNDALE CT	92555-6827	FESTE YVONNE M	26147 FERNDALE CT	MORENO V	92555	332.40	33.24	65.82	431.44
88380223005	482412010	684277	MARTINEZ, ROSARIO (RENT)	24591	FERNDELL ST	92553-5714	ROLLING RIDGE APRIL	17843 COLIMA RD	ROWLAND	91748	55.12	5.51	10.91	71.54
31367305003	482413008	684277	MAYNEZ, JOSE	24676	FERNDELL ST	92553-3989	ANDRADE LAURA	24676 FERNDELL ST	MORENO V	92553	255.29	25.53	50.55	331.36
52510385005	482413005	684277	CHAVEZ, GABRIEL	24724	FERNDELL ST	92553-3991	MARTINEZ IRINEO	24724 FERNDELL ST	MORENO V	92553	255.40	25.54	50.57	331.50
94029775004	482413008	684277	VALENCIA, GEORGE	24744	FERNDELL ST	92553-3991	VALENCIA GEORGE	24744 FERNDELL ST	MORENO V	92553	255.29	25.53	50.55	331.36
88488955002	260331023	684277	DARDEN, DENISE	10225	FERNLEAF DR	92557-2848	MATTHEWS GREGORY ALLEN	10225 FERNLEAF DR	MORENO V	92557	255.29	25.53	50.55	331.36
94303865004	475312010	684277	LADESMA, OSCAR	11141	FERNVIEW PL	92557-5112	LEDESMA OSCAR	11141 FERNVIEW PL	MORENO V	92557	255.29	25.53	50.55	331.36
55680215009	475312015	684277	PINEDA, JOSE (RENT)	11221	FERNVIEW PL	92557-5112	ELLSTROM MERVIN L	26830 CHARLES CT	MORENO V	92555	25.93	2.593	5.13	38.64
75414465006	475312001	684277	CASTILLO, MARIBEL (OWNR)	11238	FERNVIEW PL	92557-5111	CASTILLO MARIBEL	11238 FERNVIEW PL	MORENO V	92557	63.96	6.40	12.66	83.02
93534375008	487502012	684277	WILLIAMS, EDWARD AND PRISCILL	26347	FIELD ST	92555-2549	WILLIAMS EDWARD A	26347 FIELD ST	MORENO V	92555	332.64	33.26	65.86	431.76
97261113009	487500011	684277	RUIZ, AUGUSTINE	26455	FIELD ST	92555-2551	RUIZ AGUSTIN	26455 FIELD ST	MORENO V	92555	255.29	25.53	50.55	331.36
31483085004	487500013	684277	DEL LA CRUZ, GLORIA	26479	FIELD ST	92555-2551	WILLIAMS THEODORE THOMAS	26479 FIELD ST	MORENO V	92555	255.18	25.518	50.53	331.22
97122745001	296112037	684277	FRIAS, DESERI	13300	FIELDCREST CT	92553-3215	DUARTE DEAN MICHAEL	13300 FIELDCREST CT	MORENO V	92553	71.04	7.10	14.07	92.20
92436955005	296112045	684277	DANIELS, TRAISHA (RENT)	13351	FIELDCREST CT	92553-3214	CARDENAS IGNACIO M	2501 E GUASTI RD	ONTARIO	91761	117.32	11.73	23.23	152.28
70190325007	296123023	684277	JOHNSON, SHANE	13435	FIELDCREST CT	92553-3217	JOHNSON ROBERTA L	13435 FIELDCREST CT	MORENO V	92553	255.29	25.53	50.55	331.36
31649315002	484181020	684277	ROMERO, HECTOR	25763	FIGWOOD WAY	92553-2927	ORTEGA ELSA E	25763 FIGWOOD WAY	MORENO V	92553	255.29	25.53	50.55	331.36
97533125009	484182010	684277	HOLMES, TOREY	25834	FIGWOOD WAY	92553-4941	MORENO FERNANDO	25834 FIGWOOD WAY	MORENO V	92553	255.29	25.53	50.55	331.36
31102235009	484181014	684277	MARTINEZ, ARTHUR	25847	FIGWOOD WAY	92553-4928	MARTINEZ ARTHUR A	25847 FIGWOOD WAY	MORENO V	92553	65.56	6.56	12.98	85.08
31222795007	485211001	684277	BARNETT, LOUIS	24294	FIJI DR	92551-6937	BARNETT LOUIS SIDNEY ESTATE OF	24294 FIJI DR	MORENO V	92551	255.29	25.53	50.55	331.36
88112345007	485213006	684277	WRIGHT JR, EUGENE	24317	FIJI DR	92551-6938	BANKOLE SHARILYN R	24317 FIJI DR	MORENO V	92551	332.64	33.26	65.86	431.76
97922615001	485213005	684277	BLACKBURN, LYNNE	24325	FIJI DR	92551-6938	BLACKBURN CHARLES G	24325 FIJI DR	MORENO V	92553	255.29	25.53	50.55	331.36
93671325009	485213002	684277	TREJO, LISA	24353	FIJI DR	92551-6938	TREJO LISA	24353 FIJI DR	MORENO V	92551	255.29	25.53	50.55	331.36
75155785008	485212019	684277	AGUILAR, DEBRA	24389	FIJI DR	92551-6940	AGUILAR FERNANDO	24389 FIJI DR	MORENO V	92551	191.66	19.17	37.95	248.76
95313255000	485212001	684277	PEARROW, SHARON	24390	FIJI DR	92551-6939	PEARROW MITCH	24390 FIJI DR	MORENO V	92551	91.66	9.17	18.15	118.96
31261575001	485212004	684277	NELSON, MAGGIE	24426	FIJI DR	92551-6939	TRAINOR DONNA M	28530 FOREST OAKS WAY	MORENO V	92555	255.40	25.54	50.57	331.50
50493935001	485212007	684277	GONZALEZ, JAVIER	24462	FIJI DR	92551-6941	GONZALEZ JAVIER	24462 FIJI DR	MORENO V	92551	59.10	5.91	11.70	76.7
92492855009	485053019	684277	JONES, VERNON (RENT)	24406	FILAREE AVE	92551-3635	REN SHAN	24373 STACEY AVE	MORENO V	92551	57.39	5.74	11.36	74.48
77534765006	485054007	684277	JUAREZ, PHYLLIS AND JAIME (REN	24465	FILAREE AVE	92551-3636	CHRISTENSEN CONSTANCE	24465 FILAREE AVE	MORENO V	92551	308.48	30.85	61.08	400.4
98224665010	485053025	684277	DEL RIO, JOSE LUIS AND MARIA (	24466	FILAREE AVE	92551-3635	DELRIO JOSE LUIS	24466 FILAREE AVE	MORENO V	92551	190.29	19.03	37.68	246.98
97280535001	485054008	684277	MCGINNIS, GREGORY	24475	FILAREE AVE	92551-3636	MCGINNIS GREGORY	P O BOX 7036	MORENO V	92552	255.18	25.518	50.53	331.22
31607895008	485053028	684277	PEARSON, HELEN (RENT)	24496	FILAREE AVE	92551-3635	THAVIXAY SOUNTHONE	14341 TRADEWINDS PL	MORENO V	92555	63.63	6.363	12.60	82.58
31298805005	485074004	684277	SPIGNER, DENISE	24568	FILAREE AVE	92551-4015	SPIGNER WILLIAM H	24568 FILAREE AVE	MORENO V	92551	255.29	25.53	50.55	331.36
31066495001	485074005	684277	HENARD, MYRNA	24584	FILAREE AVE	92551-4015	HENARD MYRNA E	24584 FILAREE AVE	MORENO V	92551	409.51	40.95	81.08	531.54
95816325008	486081005	684277	JIMENEZ, ADRIANA	25094	FILAREE AVE	92551-4503	JIMENEZ JOSE LUIS	25094 FILLAREE AVE	MORENO V	92553	255.29	25.53	50.55	331.36
90361695002	486082005	684277	PORTER, BETTY	25119	FILAREE AVE	92551-4511	PORTER BETTY L	25119 FILAREE AVE	MORENO V	92551	182.99	18.30	36.23	237.52
96741635002	486081009	684277	RAMIREZ, ARMANDO (RENT)	25140	FILAREE AVE	92551-4577	GONZALEZ VICTOR	24022 ELROND	LAKE FORE	92630	63.96	6.40	12.66	83.02
90725675002	486081018	684277	ZARAGOZA, MIROSLAVA (RENT)	25248	FILAREE AVE	92551-4578	DGM PEARCE	645 E VERDUGO AVE	BURBANK	91501	225.14	22.51	44.58	292.22
65866175000	486082017	684277	DAVISON, MELISSA (RENT)	25261	FILAREE AVE	92551-4579	FEDERAL NATL MORTGAGE ASSN	14523 SW MILLIKAN NO 200	BEAVERTO	97005	255.29	25.53	50.55	331.36
91714033000	486102014	684277	HERNANDEZ, DAVID	25339	FILAREE AVE	92551-4583	HERNANDEZ DAVID	25339 FILAREE AVE	MORENO V	92551	332.16	33.216	65.77	431.14
91662435007	486102011	684277	SORIANO, PEDRO AND MARGARIT	25375	FILAREE AVE	92551-4583	SORIANO MARGARITA	25375 FILAREE AVE	MORENO V	92551	75.29	7.529	14.91	97.72
85941195003	486102005	684277	BAYLOR, DAVID	25449	FILAREE AVE	92551-4513	HILKEY HERMAN E	23196 GLENDORA DR	GRAND TE	92313	167.04	16.70	33.07	216.80
95489195001	486101017	684277	NEGRON, MARIA	25486	FILAREE AVE	92551-4514	NEGRON PEDRO	25486 FILAREE AVE	MORENO V	92551	128.03	12.80	25.35	166.18
90008843008	308490010	684277	REYES, JOSE (OWNR)	26207	FILLY LN	92555-3355	REYES GONZALEZ JOSE	26207 FILLY LN	MORENO V	92555	53.86	5.39	10.66	69.90
31146425006	308490011	684277	ROMERO, SALVADOR	26223	FILLY LN	92555-3355	ROMERO SALVADOR	26223 FILLY LN	MORENO V	92555	332.40	33.24	65.82	431.44
55832375002	304401022	684277	GRAY, CREASY	27074	FINA CT	92555-4957	SMITH MANG PHAN	27074 FINA CT	MORENO V	92555	255.40	25.54	50.57	331.50
31243805001	482342019	684277	COTTO, MICHAEL (RENT)	24132	FINLEY DR	92553-3529	SMITH DENNIS	25350 SANTIAGO DR SPC 81	MORENO V	92551	219.03	21.90	43.37	284.30
91784753001	482343006	684277	COLLINS, DEBRA	24211	FINLEY DR	92553-3551	COLLINS DEBORAH LOUISE	24211 FINLEY DR	MORENO V	92553	332.16	33.216	65.77	431.14
64603365008	482342026	684277	ROSALES, ROBERT (RENT)	24244	FINLEY DR	92553-3546	24244 FINLEY DRIVE TRUST	231 E ALESSANDRO BL NO A	RIVERSIDE	92508	126.78	12.678	25.10	164.56
97643035005	482342028	684277	WILLIAMS, BETTY (RENT)	24276	FINLEY DR	92553-3546	LOUDEN	5440 TRABUCO RD NO H200	IRVINE CA	92620	68.27	6.83	13.52	88.60
85664695006	482314002	684277	PINTO, LUZ (RENT)	24308	FINLEY DR	92553-3533	DIAZ CARLOS AUGUSTO	24308 FINLEY DR	MORENO V	92553	255.40	25.54	50.57	331.50
91858243001	482313023	684277	PINEDA, ADOLFO (RENT)	24343	FINLEY DR	92553-3532	RIVAS HILDA F	26627 QUARTZ RD	MORENO V	92555	191.77	19.18	37.97	248.90
68157285008	481130033	684277	AVILA, ISIDRO AND HILDA	24134	FIR AVE	92553-2842	SANCHEZ ROBERTO	24134 FIR AVE	MORENO V	92553	255.40	25.54	50.57	331.50
76154675003	481130020	684277	MANZANO, GABRIAEL	24162	FIR AVE	92553-2842	MANZANO GABRIEL	24162 FIR AVE	MORENO V	92553	509.04	50.904	100.79	660.72
55972825002	481150033	684277	MARISCAL, ROSIE (RENT)	24268	FIR AVE	92553-2843	TORRES MARIA PERALTA	24264 FIR AVE	MORENO V	92553	524.54	52.45	103.86	680.84
85820705002	481150031	684277	MONTES, RUBEN	24276	FIR AVE	92553-2843	ALVAREZ RENE	12171 ORANGEMONT	RIVERSIDE	92503	255.29	25.53	50.55	331.36
92004615003	481150017	684277	DURAN, JULIO (OWNR)	24460	FIR AVE	92553-3110	DURAN JULIO C	24460 FIR AVE	MORENO V	92553	190.70	19.07	37.76	247.52
95805845002	481240013	684277	CHAVEZ, HECTOR (OWNR)	24465	FIR AVE	92553-2840	CHAVEZ HECTOR	24465 FIR AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31572545008	481171036	684277	REYES, SABINO AND MINERVA	24594	FIR AVE	92553-3742	REYES SABINO	24594 FIR AVE	MORENO V	92553	75.29	7.53	14.91	97.72

92845115004	481171035	684277	MARTINEZ, FLORENCIO (OWNR)	24602	FIR AVE	92553-3710	MARTINEZ FLORENCIO	24602 FIR AVE	MORENO V	92553	255.18	25.518	50.53	331.22
72029475003	481223014	684277	SMITHSON, PATRICIA	24657	FIR AVE	92553-9305	SMITHSON PATRICIA A	P O BOX 101	CANYON L	92587	55.18	5.518	10.93	71.62
84349765000	481223019	684277	VAZQUEZ, IRMA (RENT)	24719	FIR AVE	92553-9309	VILLALTA FABIO	5255 MCGILL RD	ANDERSON	29626	382.99	38.30	75.83	497.12
97452315002	481171026	684277	PEIKERT, JOHN	24730	FIR AVE	92553-9308	PEIKERT JOHN W	24730 FIR AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31224675008	481200010	684277	VALENCIA, ROSALIA	24893	FIR AVE	92553-3712	GUILD MORTGAGE CO	9140 GRAMERCY DR	SAN DIEGO	92123	255.29	25.53	50.55	331.36
81175825000	481200043	684277	RIVERA, CORTNEY (RENT)	24921	FIR AVE	92553-9317	HEIM WILLIAM A	P O BOX 8183	REDLANDS	92375	232.27	23.23	45.99	301.48
91310083006	479261006	684277	CARILLO, DAISY (RENT)	25175	FIR AVE	92553-2312	CARILLO ALICIA	25175 FIR AVE	MORENO V	92553	255.40	25.54	50.57	331.50
87370285004	479261004	684277	SANCHEZ, LIBERTY	25205	FIR AVE	92553-4120	SANCHEZ CESAR G	25205 FIR AVE	MORENO V	92553	127.92	12.792	25.33	166.04
67910595006	479261003	684277	MARIN, CARLOS	25219	FIR AVE	92553-4120	MARIN CARLOS	25219 FIR AVE	MORENO V	92553	255.29	25.53	50.55	331.36
93070705004	479261001	684277	ORTEGA, TR	25243	FIR AVE	92553-4120	PEREZ MIGUEL	25243 FIR AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31197755009	479272001	684277	ANGUIANO, STELLA AND ALFRED	25253	FIR AVE	92553-4120	GARCIA STELLA	25253 FIR AVE	MORENO V	92553	191.12	19.11	37.84	248.06
94154215008	479062023	684277	HERNANDEZ, ELIZABETH	25318	FIR AVE	92553-4192	VIVEROS ANTONIO	25318 FIR AVE	MORENO V	92553	195.05	19.505	38.62	253.16
64713665002	479062019	684277	NOYLES, GERALD	25374	FIR AVE	92553-4192	YOUNG LILLIAN LEWIS	25374 FIR AVE	MORENO V	92553	191.66	19.17	37.95	248.76
31291045000	479062018	684277	MORA, OSCAR	25388	FIR AVE	92553-4192	MORA FILIBERTO	25388 FIR AVE	MORENO V	92553	255.18	25.518	50.53	331.22
67349255008	479391030	684277	ROQUE, TERESA AND JOSE (OWNR	25401	FIR AVE	92553-4123	ROGUE JOSE	25401 FIR AVE	MORENO V	92553	255.29	25.53	50.55	331.36
55579495004	479391022	684277	QURESHI, NAEEM AND ANIS (OWN	25451	FIR AVE	92553-4123	QURESHI MOHAMMAD NAEEM	25451 FIR AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31245245004	479351001	684277	CARLISLE, DELISA (RENT)	25513	FIR AVE	92553-4750	CARDENAS MIGUEL	25513 FIR AVE	MORENO V	92553	123.31	12.331	24.42	160.04
93122895003	479351002	684277	ORDAZ, ADRIANNA	25525	FIR AVE	92553-4750	ROBLEDO RAFAEL	25525 FIR AVE	MORENO V	92553	255.29	25.53	50.55	331.36
67767595000	479361002	684277	TYLER, BOBBY (OWNR)	25532	FIR AVE	92553-4749	TYLER DENISE C	25532 FIR AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31242935006	479351004	684277	NUNEZ,JOSE	25553	FIR AVE	92553-4750	NUNEZ BALTAZAR	25553 FIR AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31206975002	479361005	684277	FLINT, MARY	25592	FIR AVE	92553-4749	TAN ANGELA L	25592 FIR AVE	MORENO V	92553	255.40	25.54	50.57	331.50
96419165003	479352026	684277	BERNABE, JAVIER	25703	FIR AVE	92553-4737	BERNABE JAVIER	25703 FIR AVE	MORENO V	92553	45.40	4.54	8.99	58.92
31623725001	479541014	684277	ARREDONDO, CRISTINA (RENT)	25775	FIR AVE	92553-4737	IPPOLITO SHARON	25770 DAPHNE CT	MORENO V	92553	255.40	25.54	50.57	331.50
90609443007	479402001	684277	THOMPSON, CHRISTINA	25834	FIR AVE	92553-4703	BROWN CLARK	25834 FIR AVE	MORENO V	92553	409.88	40.99	81.16	532.02
93824595007	479411021	684277	ABARCA, CHRISTOPHER (OWNR)	25888	FIR AVE	92553-4736	ABARCA CHRISTOPHER	25888 FIR AVE	MORENO V	92553	255.40	25.54	50.57	331.50
83653695001	479544009	684277	JOHNSON, RAQUEL	25901	FIR AVE	92553-4795	JOHNSON DARREL	25901 FIR AVE	MORENO V	92553	255.29	25.53	50.55	331.36
58904315009	479544006	684277	CENTENO, IRIS	25937	FIR AVE	92553-4795	VALDIVIA LAURENCIO	25937 FIR AVE	MORENO V	92553	126.62	12.66	25.07	164.34
92967685006	479544005	684277	MOORE, GAIL	25949	FIR AVE	92553-4795	ESSLEY SHARONDA DESAWN	25949 FIR AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31264005005	479411014	684277	BROOKS, ANDREDA	25986	FIR AVE	92553-4702	THAI DONG VIEN	1710 E AUTUMN	WEST COV	91791	136.42	13.64	27.01	177.06
72919045006	479544001	684277	ROQUENMORE, CHANTEL (RENT)	25997	FIR AVE	92553-4795	BROWN SHARON	26718 AZALEA ST	MORENO V	92555	52.02	5.202	10.30	67.52
95917105000	487281001	684277	COLEMAN, SUSAN	26211	FIR AVE	92555-2208	COLEMAN SUSAN J	26211 FIR AVE	MORENO V	92555	255.18	25.518	50.53	331.22
97936735006	487281004	684277	PINADO, CARLOS (RENT)	26241	FIR AVE	92555-2208	ORTIZ FRANCISCO J	26241 FIR AVE	MORENO V	92555	133.10	13.31	26.35	172.76
74582725007	487290003	684277	ZERMENO, GUADALUPE	26315	FIR AVE	92555-2211	ZERMENO GUADALUPE	26315 FIR AVE	MORENO V	92555	255.29	25.53	50.55	331.36
87123283007	487230002	684277	JOHNSON, BRENDA	26576	FIR AVE	92555-3522	NGUYEN TONY MINH MAU	26576 FIR AVE	MORENO V	92555	255.18	25.518	50.53	331.22
95020415008	487243015	684277	COLEY-WALK, LINDA	26728	FIR AVE	92555-3537	COLEY WALK LINDA	26728 FIR ST	MORENO V	92555	255.18	25.518	50.53	331.22
87062593002	487560007	684277	DE LEON, CARMELITA	26824	FIR AVE	92555-3537	DELEON CARMELITA M	26824 FIR AVE	MORENO V	92555	255.40	25.54	50.57	331.50
31055625007	488340003	684277	CROSIER, LARRY	28855	FIR AVE	92555-6701	CROSIER LARRY F	11750 CARLY CT	RIVERSIDE	92503	332.40	33.24	65.82	431.44
31055625012	479544008	684277	GALLEGOS, AUGUSTINA (RENT)	25913	FIR AVE	92553-4795	X	#REFI	#REFI	#REFI	172.21	17.221	34.10	223.52
31621215002	481223033	684277	DAVIS FAMILY TRUST (OWNR) APT	24667	FIR AVE UNIT 02	92553-9351	CATALINA ENTERPRISES	P O BOX 43	RIVERSIDE	92502	1,021.60	102.16	202.28	1326.02
70318925008	308383017	684277	KAYOMI, RICHARD (RENT)	15539	FIREROCK LN	92555-2970	NGUYEN QUY VINH	4400 ELDER AVE	SEAL BEAC	90740	255.40	25.54	50.57	331.50
91044245008	485194006	684277	NAVARRO, IDA (RENT)	24277	FITZ ST	92551-7622	ALEGRIA HUMBERTO	24277 FITZ ST	MORENO V	92551	240.84	24.084	47.69	312.6
31506235001	485195030	684277	JUAREZ, GEORGINA	24286	FITZ ST	92551-5116	MARIN FRANCISCO	24286 FITZ ST	MORENO V	92551	254.00	25.40	50.29	329.68
31402075006	485194003	684277	CABRERA, JOSE	24305	FITZ ST	92551-5115	CABRERA JOSE	24305 FITZ ST	MORENO V	92551	255.29	25.53	50.55	331.36
66610185009	485194002	684277	JIMENEZ, ISIDRO	24313	FITZ ST	92551-5115	JIMENEZ ISIDRO	24313 FITZ ST	MORENO V	92551	255.18	25.518	50.53	331.22
92969455000	485194001	684277	LOZANO, MANUEL J	24323	FITZ ST	92551-5115	LOZANO DIANA D	24323 FITZ ST	MORENO V	92551	255.29	25.53	50.55	331.36
31636315009	485195036	684277	FANO, BEN	24334	FITZ ST	92551-7612	KLAU MARC H	24334 FITZ ST	MORENO V	92551	204.63	20.463	40.52	265.6
73756125004	485193014	684277	CONTRERAS, ALICIA (RENT)	24341	FITZ ST	92551-7606	LY THANH KIEN	10356 SCHMIDT RD	SOUTH EL	91733	50.98	5.10	10.09	66.16
60852315006	485195038	684277	WILLIAMS, ROBERT (OWNR)	24348	FITZ ST	92551-7612	WILLIAMS ROBERT	24348 FITZ ST	MORENO V	92551	255.40	25.54	50.57	331.50
31557565004	485193009	684277	ROSS, DEBORAH (RENT)	24385	FITZ ST	92551-7606	ARRINGTON ANTHONY	PO BOX 9615	MORENO V	92552	63.63	6.363	12.60	82.58
31099965003	485193007	684277	ORTIZ, STEPHANIE (RENT)	24403	FITZ ST	92551-7623	VIA PAUL	24403 FITZ ST	MORENO V	92551	255.40	25.54	50.57	331.50
31470205006	479280001	684277	WANDER, GEORGIA AND CAMPBE	13986	FLAMING ARROW DR	92553-4331	WANDER GEROGIA	P O BOX 7691	MORENO V	92552	255.40	25.54	50.57	331.50
73601055006	484072019	684277	GONZALEZ, REYNA (RENT)	14130	FLAMINGO BAY LN	92553-2911	SANTANA DANIEL	4790 JACKSON ST APT 121	RIVERSIDE	92503	255.29	25.53	50.55	331.36
31151565006	484072020	684277	AMES, JEREMY	14140	FLAMINGO BAY LN	92553-2911	AMES JEREMY M	14140 FLAMINGO BAY LN	MORENO V	92553	332.64	33.26	65.86	431.76
93900385009	484071012	684277	BOWEN, SHERRI (RENT)	14151	FLAMINGO BAY LN	92553-2912	JUMA MARY	9150 SANTA BARBARA DR	RIVERSIDE	92508	191.77	19.18	37.97	248.90
31628365005	484071009	684277	DELGADO, ALFRED	14179	FLAMINGO BAY LN	92553-2912	DELGADO ALFRED	14179 FLAMINGO BAY LN	MORENO V	92553	255.29	25.53	50.55	331.36
87016803004	484072027	684277	WOODS, AHASUERUS	14204	FLAMINGO BAY LN	92553-2911	WOODS AHASUERUS	14204 FLAMINGO BAY LN	MORENO V	92553	332.40	33.24	65.82	431.44
31627025009	484071006	684277	EUBANY, KENNEDY	14205	FLAMINGO BAY LN	92553-2912	EUBANY KENNEDY E	14205 FLAMINGO BAY LN	MORENO V	92553	191.66	19.17	37.95	248.76
51247855006	292230014	684277	LOPEZ, MARTIN C	23610	FLIGHT ST	92553-3004	LOPEZ MARTIN CARMELO	23610 FLIGHT ST	MORENO V	92553	255.29	25.53	50.55	331.36
31565455000	484082008	684277	TORRES, LORENA	25776	FLINT DR	92553-4925	VEGA WILL M	25776 FLINT DR	MORENO V	92553	255.18	25.518	50.53	331.22
92973165003	484082009	684277	ROMANO, YANCY (RENT)	25792	FLINT DR	92553-4925	SOBERANO MIGUEL ROMANO	25792 FLINT DR	MORENO V	92553	22.43	2.243	4.44	29.1
62409175002	484083007	684277	STARR, STEPHANIE (RENT)	25875	FLINT DR	92553-4922	WEE HEE CHOON	1108 CALIFORNIA ST	SAN GABRI	91776	248.88	24.89	49.28	323.04
97197845002	484083004	684277	GARDNER, CURTIS	25907	FLINT DR	92553-2945	GARDNER CURTIS L	25907 FLINT DR	MORENO V	92553	255.29	25.53	50.55	331.36
59336515001	484082018	684277	SABEL, KENNETH	25908	FLINT DR	92553-4923	SABEL KENNETH W	25908 FLINT DR	MORENO V	92553	255.18	25.518	50.53	331.22
71573195000	479501023	684277	MONGE, MAGDALENA	12034	FLINTLOCK TRL	92557-7550	MONGE MAGDALENA	12034 FLINTLOCK TR	MORENO V	92557	231.56	23.156	45.85	300.56
94457435009	479502023	684277	SUTTON, ELENORE	12063	FLINTLOCK TRL	92557-7551	SUTTON ELEANOR	12063 FLINTLOCK TR	MORENO V	92553	255.29	25.53	50.55	331.36

31508935000	479501028	684277	ARELLANO, EFREN	12084	FLINTLOCK TRL	92557-7550	ARELLANO MARIA	12084 FLINTLOCK TR	MORENO V	92557	127.59	12.76	25.26	165.60
31049165006	479501029	684277	SCOTT, NORMA	12094	FLINTLOCK TRL	92557-7550	SCOTT NORMA J	12094 FLINTLOCK TR	MORENO V	92557	332.40	33.24	65.82	431.44
92696915009	487291001	684277	RODRIGUEZ, JOSE	12809	FONTAINEBLEAU DR	92555-2328	URRUTIA ANGEL RODRIGUEZ	12809 FONTAINEBLEAU DR	MORENO V	92555	163.40	16.34	32.35	212.08
31123585001	487291003	684277	MONTEROSO, MYNOR	12829	FONTAINEBLEAU DR	92555-2328	PASILLAS JUAN	12829 FONTAINEBLEAU DR	MORENO V	92555	255.18	25.518	50.53	331.22
96795935005	487291004	684277	WHITE, STANLEY	12839	FONTAINEBLEAU DR	92555-2328	WHITE STANLEY	12839 FONTAINEBLEAU DR	MORENO V	92555	255.29	25.53	50.55	331.36
59309885000	487292008	684277	HOUSE, ANTHONY (OWNR)	12880	FONTAINEBLEAU DR	92555-2329	HOUSE SARA M	12880 FONTAINEBLEAU DR	MORENO V	92555	63.96	6.40	12.66	83.02
88358243007	487292003	684277	FOSTER, FLIDA	12930	FONTAINEBLEAU DR	92555-2332	FOSTER PABLO GERALDO	12930 FONTAINEBLEAU DR	MORENO V	92555	255.40	25.54	50.57	331.50
31298355009	479272002	684277	GILANI, PIERCE Z (OWNR)	12759	FOREMAN AVE	92553-2318	GILANI PIRSYED	P O BOX 9704	MORENO V	92552	151.06	15.11	29.91	196.06
97093925006	479272003	684277	TENORIO, JULIO (OWNR)	12771	FOREMAN AVE	92553-2318	TENORIO JULIO	12771 FOREMAN AVE	MORENO V	92553	302.47	30.25	59.89	392.6
96715935003	479270037	684277	HOOD, GENA	12820	FOREMAN AVE	92553-2320	PADILLA MIGUEL A	20600 S MAIN ST NO 10	CARSON C	90745	125.88	12.59	24.92	163.38
96272405006	479270025	684277	CARDENAS, LORRAINE	12964	FOREMAN AVE	92553-4128	CARDENAS LORRAINE	12964 FOREMAN AVE	MORENO V	92553	255.29	25.53	50.55	331.36
92985985005	479272020	684277	ALI, MARICELA AND LUIS	12985	FOREMAN AVE	92553-4127	ALI LUIS	12985 FOREMAN AVE	MORENO V	92553	128.14	12.81	25.37	166.32
59963915008	304122006	684277	PEARSON, LAURIE AND KEVIN	28319	FOREST OAKS WAY	92555-6312	THOMPSON THEODORE C	14485 CRYSTAL VIEW TER	RIVERSIDE	92508	249.96	25.00	49.49	324.44
31592445007	304122008	684277	TOSTADO, PAT	28339	FOREST OAKS WAY	92555-6314	VASQUEZ MANUEL	28339 FOREST OAKS WAY	MORENO V	92555	255.29	25.53	50.55	331.36
31420655006	304122016	684277	SANDOVAL, JENNY	28419	FOREST OAKS WAY	92555-6318	GUTIERREZ RUBEN G	28419 FOREST OAKS WAY	MORENO V	92555	255.29	25.53	50.55	331.36
31444865002	304121014	684277	KING, THOMAS AND SIMS, DESIRE	28420	FOREST OAKS WAY	92555-6317	KING THOMAS J	28420 FOREST OAKS WAY	MORENO V	92555	102.50	10.25	20.30	133.04
98295795013	304122018	684277	HEALY, THOMAS (OWNR)	28439	FOREST OAKS WAY	92555-6320	HEALY THOMAS J	28439 FOREST OAKS WAY	MORENO V	92555	332.64	33.26	65.86	431.76
31411765002	304121008	684277	SMITH, DIANE	28480	FOREST OAKS WAY	92555-6319	PARK DANIEL H	4111 139TH PL SE	MILL CREE	98012	255.40	25.54	50.57	331.5
93729415006	304121003	684277	TRAINOR, DONNA	28530	FOREST OAKS WAY	92555-6321	TRAINOR DONNA	28530 FOREST OAKS WAY	MORENO V	92555	265.98	26.60	52.66	345.24
31288645000	304450003	684277	WATSON, RHONDA	28578	FOREST OAKS WAY	92555-7014	WATSON STEFAN D	28578 FOREST OAKS WAY	MORENO V	92555	177.94	17.79	35.23	230.96
31393265007	291391008	684277	BURGUENO, YADIRA (RENT)	12236	FORMBY DR	92557-6922	FAULK J RICHARD	79 PALM BEACH CT	DANA POI	92629	255.40	25.54	50.57	331.50
94524875003	475335007	684277	CRANDALL, ROBERT AND LUANNE	24008	FORSYTE ST	92557-5006	CRANDALL ROBERT J	24008 FORSYTE ST	MORENO V	92557	255.29	25.53	50.55	331.36
83355675007	475335002	684277	EVANS, RENEALL (OWNR)	24030	FORSYTE ST	92557-5006	FLOWERS EVANS RENEALL	24030 FORSYTE ST	MORENO V	92557	91.77	9.18	18.17	119.10
31643735007	475341021	684277	SCHMIDT, RYAN	24070	FORSYTE ST	92557-5006	CHUON MICHAEL	6745 LACEY CT	CHINO CA	91710	255.29	25.53	50.55	331.36
91911415002	475342035	684277	GONZALES, CYNTHIA	24103	FORSYTE ST	92557-5009	GONZALES CYNTHIA	24103 FORSYTE ST	MORENO V	92557	332.40	33.24	65.82	431.44
91867655005	475341015	684277	GARIBAY, GRACIANO	24104	FORSYTE ST	92557-5008	GARIBAY GRACIANO	24104 FORSYTE ST	MORENO V	92557	284.20	28.42	56.27	368.88
96993735008	475341014	684277	BLYTH, DOROTHY	24108	FORSYTE ST	92557-5008	BLYTH DOROTHY H	24108 FORSYTE ST	MORENO V	92557	255.29	25.53	50.55	331.36
31179185007	475341013	684277	MONDRAGON, JESSE A	24114	FORSYTE ST	92557-5008	MONDRAGON JESSE	24114 FORSYTE ST	MORENO V	92557	255.29	25.53	50.55	331.36
93789765006	475342039	684277	IGLESIAS, ANDREA (RENT)	24123	FORSYTE ST	92557-5009	AMADOR MARIA	24123 FORSYTE ST	MORENO V	92557	90.19	9.02	17.86	117.06
96993795005	475341010	684277	ROBERTS, VALERIE	24130	FORSYTE ST	92557-5008	THOMPSON NEFORIA R	2029 E KEMPER AVE	SANTA AN	92705	365.70	36.57	72.41	474.66
93041645008	475341008	684277	ACOSTA, GUS	24156	FORSYTE ST	92557-5008	VELOZ LETICIA	24156 FORSYTE ST	MORENO V	92557	218.04	21.80	43.17	283.00
97737795005	316141046	684277	PENUNURI, CHARLES	24756	FORTUNE BAY LN	92551-7435	PENUNURI CHARLES W	24756 FORTUNE BAY LN	MORENO V	92551	255.40	25.54	50.57	331.50
31562375004	316152012	684277	THE MARIA ELENA MUNOZ LIVING	24857	FORTUNE BAY LN	92551-7440	MUNOZ MARIA ELANA TRUST	24857 FORTUNE BAY LN	MORENO V	92551	179.04	17.90	35.45	232.38
90985093004	475300030	684277	THOMPSON, GLENDIA	11924	FOUCH LN	92557-6417	THOMPSON GLENDIA J	11924 FOUCH LN	MORENO V	92557	191.55	19.155	37.93	248.62
31645765005	308513002	684277	PANIKI, CONIDA (RENT)	16711	FOX TROT LN	92555-3351	REEDMAN JAMES D	19685 COUNTRY ROSE	RIVERSIDE	92508	147.86	14.786	29.28	191.92
31406385002	308510001	684277	YOUNGBLOOD, CHANTAY	16720	FOX TROT LN	92555-3352	YOUNGBLOOD CHANTAY	16720 FOX TROT LN	MORENO V	92555	255.18	25.518	50.53	331.22
31262215005	308502013	684277	RAYA, CHRISTIAN (OWNR)	16783	FOX TROT LN	92555-3352	RAYA CHRISTIAN	16783 FOX TROT LN	MORENO V	92555	75.40	7.54	14.93	97.86
31296705000	308502012	684277	HOWARD, STEPHANIE	16799	FOX TROT LN	92555-3352	ANTOINE DURAND	16799 FOX TROT LN	MORENO V	92555	255.29	25.53	50.55	331.36
88666595009	308500002	684277	LOWE, REBECCA	16832	FOX TROT LN	92555-3353	KIM JEAMIN	16832 FOX TROT LN	MORENO V	92555	63.96	6.40	12.66	83.02
92657323009	308490014	684277	ROJAS, JOEL (OWNR)	16912	FOX TROT LN	92555-3354	ROJOS S ESTANY S	16912 FOX TROT LN	MORENO V	92555	541.87	54.19	107.29	703.34
55785395008	292113044	684277	ANDREWS, MICHAEL	12655	FOXDALE DR	92553-5607	ANDREWS MICHAEL JAMES	12655 FOXDALE DR	MORENO V	92553	255.40	25.54	50.57	331.50
94571495004	292113043	684277	BRIGGS, TERINA (RENT)	12669	FOXDALE DR	92553-5607	HONG LILY	17140 LAUREL ST	FOUNTAIN	92708	255.40	25.54	50.57	331.50
31297425007	292111005	684277	HENRY, SUE	12718	FOXDALE DR	92553-5608	MARTINEZ JUAN GARCIA	12718 FOXDALE DR	MORENO V	92553	332.40	33.24	65.82	431.44
31407245000	292122010	684277	STOKES, CLINTON V	12829	FOXDALE DR	92553-5674	NOGUERA OSCAR D	12829 FOXDALE DR	MORENO V	92553	255.29	25.53	50.55	331.36
31429485003	292122009	684277	BANKS, JERRY	12843	FOXDALE DR	92553-5674	BANKS JEREMIAH	12843 FOXDALE DR	MORENO V	92553	249.72	24.97	49.44	324.12
91424075007	292133009	684277	CHAGOLLA, REBECCA	12935	FOXDALE DR	92553-5609	CHAGOLLA STEVE	12935 FOXDALE DR	MORENO V	92553	255.29	25.53	50.55	331.36
31119745006	482263004	684277	FORTNER, AMANDA	14946	FOXSHIELD ST	92553-3914	FORTNER AMANDA E	14946 FOXSHIELD ST	MORENO V	92553	275.50	27.55	54.55	357.58
31454915001	474064003	684277	COOPER, ELICIA (RENT)	25031	FRAN LOU DR	92557-5202	RAMSEY MARJORINE O	115 AVERBECK CT	MADISON	35758	94.52	9.45	18.71	122.68
73377965002	474720007	684277	FLOURNOY, JAMES L	25426	FRAN LOU DR	92557-5213	FLOURNOY JAMES L	25426 FRAN LOU DR	MORENO V	92557	255.18	25.518	50.53	331.22
64678575006	474320009	684277	YOUNG, KIM	25900	FRAN LOU DR	92557-5301	YOUNG KIMBERLY M	25900 FRAN LOU DR	MORENO V	92557	255.29	25.53	50.55	331.36
92371955004	256313013	684277	VAUGHN, STEPHANIE	11589	FRANKHALE RD	92557-8418	VAUGHN STEPHANIE MONIQUE	11589 FRANKHALE RD	MORENO V	92557	98.03	9.80	19.41	127.24
50440985001	474153008	684277	MERCER, KEVIN (RENT)	11835	FRANKLIN ST	92557-6527	AYALA AURORA VALDEZ	16099 EMMA LN	MORENO V	92553	133.17	13.317	26.37	172.84
87309165007	479662044	684277	MANCINAS, RAMON (OWNR)	12051	FRANKLIN ST	92557-7560	MANCINAS RAMON	12051 FRANKLIN ST	MORENO V	92557	255.40	25.54	50.57	331.50
73924885008	479663002	684277	CARILLO, FRANCISCO AND BETTY	12098	FRANKLIN ST	92557-7559	CARRILLO FRANCISCO JAVIER	12098 FRANKLIN ST	MORENO V	92557	255.40	25.54	50.57	331.50
31621515009	475050026	684277	SHEPERD, DEISHAT	24780	FREEDOM CT	92557-5108	MARSHALL REBA	231 ALESSANDRO BLV STE A	RIVERSIDE	92508	540.47	54.05	107.01	701.52
31065735003	475050034	684277	HELMS, GREG	24841	FREEDOM CT	92557-5108	HELMS GREGORY G	24841 FREEDOM CT	MORENO V	92557	332.40	33.24	65.82	431.44
63909305003	316122036	684277	LERMA, MARIANNE (RENT)	24525	FREEPORT DR	92551-7416	DALLIN	5440 TRABUCO RD NO H200	IRVINE CA	92620	255.29	25.53	50.55	331.36
97106295008	316121007	684277	BRADFORD, BEVERLY	24564	FREEPORT DR	92551-7415	BRADFORD BEVERLY D	24564 FREEPORT DR	MORENO V	92551	255.29	25.53	50.55	331.36
98217855014	316121012	684277	CROUCH, TIFFANY (RENT)	24624	FREEPORT DR	92551-7451	DIETZSCH CURTIS	24624 FREEPORT DR	MORENO V	92551	339.71	33.97	67.26	440.94
31493785006	316122026	684277	CASTRO, ALFRED	24657	FREEPORT DR	92551-7417	CASTRO ALFRED N	24657 FREEPORT DR	MORENO V	92551	332.40	33.24	65.82	431.44
90573283008	316121015	684277	SIGALA, FROYLAN (RENT)	24660	FREEPORT DR	92551-7418	GUZMAN EDGAR	24660 FREEPORT DR	MORENO V	92551	255.40	25.54	50.57	331.50
31368215000	316122025	684277	GOVEA, JESSE CHAVEZ	24669	FREEPORT DR	92551-7417	GOVEA JESSE CHAVEZ	24669 FREEPORT DR	MORENO V	92551	255.40	25.54	50.57	331.50
31292145007	316121016	684277	GARCIA, CHRISTINA AND ANGEL	24672	FREEPORT DR	92551-7418	GARCIA JUAN	24672 FREEPORT DR	MORENO V	92551	332.64	33.26	65.86	431.76
31123735000	316121018	684277	KING, CATHERINE (RENT)	24696	FREEPORT DR	92551-7418	SANDBERG DANIELLE C	24696 FREEPORT DR	MORENO V	92551	255.40	25.54	50.57	331.50
31129845004	316121021	684277	ARROYO, MYNOR (OWNR)	24726	FREEPORT DR	92551-7454	ARROYO MYNOR RAUL ALAS	24726 FREEPORT DR	MORENO V	92551	205.40	20.54	40.67	266.60

31477205001	316121023	684277	ROSS, CHRISTOPHER	24746	FREEPORT DR	92551-7454	ROSS CHRISTOPHER	24746 FREEPORT DR	MORENO V	92551	201.13	20.113	39.82	261.06
94795765002	484083003	684277	STUGARD, SHAUNDRENNE (RENT)	25878	FRESCA DR	92553-4951	JENKINS RALPH G	25878 FRESCA DR	MORENO V	92553	142.24	14.22	28.16	184.62
94738345001	484083001	684277	CAMPOS, MARCOS	25906	FRESCA DR	92553-4951	CAMPOS MARCOS	25906 FRESCA DR	MORENO V	92553	147.29	14.729	29.16	191.18
70975735005	479651013	684277	RICHERDSON, BESSIE	25528	FRUIT TREE ST	92553-4807	CUMMINGS ROBIN R	25528 FRUIT TREE ST	MORENO V	92553	255.29	25.53	50.55	331.36
91023775000	479652012	684277	PINHEIRO, CARMEN (RENT)	25549	FRUIT TREE ST	92553-4820	BORDY RICHARD E	46 HEMLOCK DR	BELLEVILLE	62221	235.49	23.55	46.63	305.66
98217815013	479651008	684277	GRAZIANO, JONATHAN (OWNR)	25580	FRUIT TREE ST	92553-4807	GRAZIANO MICHAEL J & KATHLEEN O LI	25580 FRUIT TREE ST	MORENO V	92553	255.40	25.54	50.57	331.50
31593965005	312281003	684277	GUERRA, ALFONSO	25978	FUENTE CT	92551-6320	DEUTSCHE BANK NATL TRUST CO	1800 TAPO CANYON SV2202	SIMI VALLE	93063	255.40	25.54	50.57	331.50
53779655008	312281001	684277	SALENGA, BERNADETTE	25994	FUENTE CT	92551-6320	SALENGA BERNADETH	25994 FUENTE CT	MORENO V	92551	191.77	19.18	37.97	248.90
31447665007	485161004	684277	JAMES, KATRINA	15379	FUGATE CT	92551-3617	WEBB GEORGE	401 COLUMBUS CIR	CORONA D	92625	304.87	30.49	60.36	395.72
97224025006	485161010	684277	REYNOLDS, THELMA	15438	FUGATE CT	92551-3619	REYNOLDS THELMA	15438 FUGATE CT	MORENO V	92551	255.29	25.53	50.55	331.36
31291915007	485161011	684277	ABEL, TIM	15446	FUGATE CT	92551-3619	ABELL TIMOTHY R	15446 FUGATE CT	MORENO V	92551	255.29	25.53	50.55	331.36
94192135005	485163014	684277	BELT, JUDITH AND TIBOR	15461	FUGATE CT	92551-3618	BELT TIBOR	15461 FUGATE CT	MORENO V	92551	255.29	25.53	50.55	331.36
31142095004	485042027	684277	GARCIA, MARIA PONCE (RENT)	24300	GABRIEL ST	92551-3639	FUENTES JESUS	24300 GABRIEL ST	MORENO V	92551	255.40	25.54	50.57	331.50
51254195001	485052001	684277	WEATHERSPOON, DEANNA (RENT	24311	GABRIEL ST	92551-3640	FLOWERS MICHAEL P	2735 CAMDEN PL	SANTA AN	92704	403.86	40.39	79.96	524.20
31117825003	485052007	684277	HALE, JAMES	24377	GABRIEL ST	92551-3640	COURTNEY JOHNNIE MAE	24377 GABRIEL ST	MORENO V	92551	332.64	33.26	65.86	431.76
31656855003	485051009	684277	LARA, DANILO	24390	GABRIEL ST	92551-3639	LARA ESPERANZA ELODIA	24390 GABRIEL ST	MORENO V	92551	326.45	32.65	64.64	423.72
62207915005	485052008	684277	FISHER, STACEY (RENT)	24393	GABRIEL ST	92551-3640	TRAN HA	23331 RIDGELINE RD	DIAMOND	91765	222.55	22.255	44.06	288.86
62831335004	485052015	684277	WILSON-FUQUA, VARDA (RENT)	24489	GABRIEL ST	92551-3641	MALIK IDREES	20515 REGAL OAK DR	YORBA LIN	92886	191.77	19.18	37.97	248.90
86050445000	485052016	684277	RAMIREZ, ANGEL (RENT)	24499	GABRIEL ST	92551-7677	MEAN RASSY V	24499 GABRIEL ST	MORENO V	92551	111.02	11.102	21.98	144.1
31061455000	485052018	684277	RAMIREZ, LINDA	24515	GABRIEL ST	92551-3647	CARRILLO JOSE G AGUILAR	24515 GABRIEL ST	MORENO V	92551	255.40	25.54	50.57	331.50
91948675009	485052021	684277	HERRERA, ZABRINA	24539	GABRIEL ST	92551-3647	HERRERA GABRIEL R	24539 GABRIEL ST	MORENO V	92551	255.40	25.54	50.57	331.50
31209525001	485052026	684277	AGUILAR, ABRAHAM (OWNR)	24579	GABRIEL ST	92551-3647	SANCHEZ VIOLETA SUAZO	24579 GABRIEL ST	MORENO V	92551	105.40	10.54	20.87	136.80
87289535004	256291027	684277	METOYER, RAKIESHA	21231	GALLANT FOX DR	92557-8306	FURRHA SALEM	16622 CATALONIA	RIVERSIDE	92504	81.94	8.19	16.22	106.34
96094225002	308512002	684277	LORENZANA, LINDA (OWNR)	26011	GALT WAY	92555-3340	JIMENEZ JUAN CARLOS M	26011 GALT WAY	MORENO V	92555	255.40	25.54	50.57	331.50
56292675005	482462018	684277	PAYAN, ANNETTE	14150	GALVIN CT	92553-3997	PAYAN RICHARD	28548 EAGLE STT	MORENO V	92555	255.40	25.54	50.57	331.50
56299855002	482462022	684277	GOMEZ, FERNANDO (OWNR)	14222	GALVIN CT	92553-3997	MENDEZ AMPARO LINARES	14222 GALVIN CT	MORENO V	92553	255.40	25.54	50.57	331.50
76201185005	482462023	684277	MAYES, ROBERT	14240	GALVIN CT	92553-3997	MAYES ROBERT LEE	14240 GALVIN CT	MORENO V	92553	255.29	25.53	50.55	331.36
31554595005	292111027	684277	GODEA, GEORGINA (RENT)	23683	GAMMA ST	92553-5636	DUONG TUAN	16135 PALOMINO LN	MORENO V	92551	37.75	3.78	7.47	48.98
67348155001	292112006	684277	ORTEGA, ADRIANA (RENT)	23694	GAMMA ST	92553-5675	AGUAYO LUIS E	26340 MOUNTAIN RANCH RD	MORENO V	92555	159.35	15.94	31.55	206.82
92835263003	292112007	684277	PENA, ANGELITA	23700	GAMMA ST	92553-5635	MARTINEZ ORLANDO	23700 GAMMA ST	MORENO V	92553	255.29	25.53	50.55	331.36
31395125002	292152005	684277	SHUKLA, PRAVIN	23750	GAMMA ST	92553-5635	SHUKLA NILESH	23750 GAMMA ST	MORENO V	92553	255.29	25.53	50.55	331.36
31269725003	292151021	684277	BENITO, SAL	23927	GAMMA ST	92553-5638	BENITO SAL	23927 GAMMA ST	MORENO V	92553	255.40	25.54	50.57	331.50
66913205003	292201004	684277	JONES, CHARLOTTE	23570	GARY CT	92557-8164	JONES ARTHUR T	23570 GARY CT	MORENO V	92557	284.20	28.42	56.27	368.88
94607375001	316064013	684277	YOUNG, PAULA	24780	GATEWOOD ST	92551-7286	TAYLOR CHRISTOPHER J	21 RENATA	NEWPORT	92657	255.18	25.518	50.53	331.22
97082295001	316063010	684277	GARICA,SANDRA	24807	GATEWOOD ST	92551-7290	AHMAD MOHAMMAD	15201 SEVERYNS RD	TUSTIN CA	92782	332.64	33.26	65.86	431.76
92730515004	316063008	684277	BERRY, ROBBIE	24831	GATEWOOD ST	92551-7290	BERRY RAYMOND	24831 GATEWOOD ST	MORENO V	92551	332.40	33.24	65.82	431.44
31582205008	316063007	684277	HAYWOOD, FAYE	24843	GATEWOOD ST	92551-7290	SCOTT MARLENE H	27420 OCEAN DUNES ST	MORENO V	92555	255.29	25.53	50.55	331.36
93835835003	316063003	684277	ROGERS, DION L	24897	GATEWOOD ST	92551-7291	ROGERS DION	24897 GATEWOOD ST	MORENO V	92551	255.29	25.53	50.55	331.36
53922845005	482201016	684277	GUZMAN, CARLOS (RENT)	13936	GAYE ST	92553-3869	PEREZ DAVID	13936 GAYE ST	MORENO V	92553	182.86	18.29	36.21	237.34
31386105005	482201017	684277	GONZALEZ, LETICIA (OWNR)	13948	GAYE ST	92553-3869	GONZALEZ LETICIA	13948 GAYE ST	MORENO V	92553	191.66	19.17	37.95	248.76
97307035007	482201018	684277	KIRK, AMBER (RENT)	13960	GAYE ST	92553-3869	MALKUS ROGER L	P O BOX 2187	AVILA BEA	93424	41.27	4.127	8.17	53.56
68370155004	482203011	684277	DE LA CRUZ, FRANCISCO	13975	GAYE ST	92553-3803	SANCHEZ ROGELIO	13975 GAYE ST	MORENO V	92553	255.40	25.54	50.57	331.50
94174755002	308420002	684277	PRIEST, ANGELA (OWNR)	16446	GELDING WAY	92555-3313	PRIEST ANGELA	16446 GELDING WAY	MORENO V	92555	128.14	12.81	25.37	166.32
31534475002	308420004	684277	NUNEZ, FRANCISCO	16466	GELDING WAY	92555-3313	NUNEZ FRANCISCO JAVIER	16466 DELDING WAY	MORENO V	92555	63.96	6.40	12.66	83.02
31136035009	308420020	684277	VEGA, JAMES	16476	GELDING WAY	92555-3313	VEGA JAMES	16476 GELDING WAY	MORENO V	92555	255.40	25.54	50.57	331.50
65152125006	475141036	684277	WITTER, LUCLEN	24980	GEM CT	92557-5627	WITTER LUCIEN D	24980 GEM CT	MORENO V	92557	255.29	25.53	50.55	331.36
99957763003	485161041	684277	OCHOA, JESSE OMAR,VALDOVINO	15430	GEMSTONE CT	92551-5118	OCHOA JESSE OMAR	15430 GEMSTONE CT	MORENO V	92551	255.40	25.54	50.57	331.50
31651435003	485161030	684277	PEHKONEN, NANCY	15445	GEMSTONE CT	92551-3603	FEDERAL NATL MORTGAGE ASSN	15445 GEMSTONE CT	MORENO V	92551	255.40	25.54	50.57	331.50
31504985008	485161029	684277	BARNES, WILLIE (RENT)	15449	GEMSTONE CT	92551-3603	BERRYMAN WILLIE M	11166 HERMINIA CT	MORENO V	92555	255.40	25.54	50.57	331.50
81911925007	486095001	684277	GUTIERREZ, YOLANDA (RENT)	25071	GENTIAN AVE	92551-1308	VASQUEZ JOSE LUIS	25071 GENTIAN AVE	MORENO V	92551	255.18	25.518	50.53	331.22
31616335007	486093024	684277	SNELL, EVELYN	25094	GENTIAN AVE	92551-1306	JONES JOANN	25094 GENTIAN AVE	MORENO V	92551	152.44	15.244	30.18	197.86
84060515006	486093023	684277	SARAGOZA, JESUS	25106	GENTIAN AVE	92551-4604	ZARAGOZA JESUS M	25106 GENTIAN AVE	MORENO V	92551	351.04	35.10	69.51	455.64
81973445008	486095006	684277	REYES, ANTHONY (OWNR)	25131	GENTIAN AVE	92551-4603	REYES MARTHA	25131 GENTIAN AVE	MORENO V	92551	56.11	5.61	11.11	72.82
31371625008	486093020	684277	RIOS, WALTER	25140	GENTIAN AVE	92551-4604	DANG PETER XUAN	13357 STADIUM WAY	MORENO V	92555	344.03	34.40	68.12	446.54
31483125006	486095011	684277	TURNER, MARY (RENT)	25189	GENTIAN AVE	92551-4603	EL GUAPO	P O BOX 366	LOS ALAMI	90720	220.29	22.029	43.62	285.92
66950105006	486093015	684277	FLORES-TORRES, JUAN (RENT)	25200	GENTIAN AVE	92551-1307	CC GROUP III	765 N MAIN ST	CORONA C	92880	28.19	2.819	5.58	36.58
74842645002	486095014	684277	OLIVEROS, SERGIO (OWNR)	25225	GENTIAN AVE	92551-4605	EQUIHUA VICTOR MANUEL	25225 GENTIAN AVE	MORENO V	92551	255.40	25.54	50.57	331.50
66489055005	486170008	684277	PARKER, WILLIE	25315	GENTIAN AVE	92551-4609	PARKER WILLIE	25315 GENTIAN AVE	MORENO V	92551	332.16	33.216	65.77	431.14
31174665007	486112034	684277	PATTERSON JR, SHELTON	25316	GENTIAN AVE	92551-4606	PATTERSON SHELTON M	25316 GENTIAN AVE	MORENO V	92551	295.14	29.51	58.44	383.08
97097155008	486170012	684277	HAKIM, SALEEM (RENT)	25329	GENTIAN AVE	92551-4609	GONZALEZ WILSON	25329 GENTIAN AVE	MORENO V	92551	167.20	16.72	33.11	217.02
48715085000	486170004	684277	GAUDETTE, CRISTY (RENT)	25367	GENTIAN AVE	92551-4609	BANSAL JAGAN N	800 CHAMPION CIR	WALNUT C	91789	191.77	19.18	37.97	248.90
96541865007	486112027	684277	LOPEZ, VICTOR (RENT)	25402	GENTIAN AVE	92551-4608	RUIZ MISAEL	25402 GENTIAN AVE	MORENO V	92551	246.95	24.70	48.90	320.54
31260795007	486112025	684277	ARES, EUGENE	25426	GENTIAN AVE	92551-4608	ARES EUGENE C	25426 GENTIAN AVE	MORENO V	92551	255.29	25.53	50.55	331.36
72035475000	486112022	684277	MADISON, CLARENCE (RENT)	25462	GENTIAN AVE	92551-4608	PENA RICHARD	P O BOX 8425	MORENO V	92552	79.97	7.997	15.83	103.8
54669815007	486112019	684277	VAZQUEZ, DALIA	25498	GENTIAN AVE	92551-4608	MARAVILLAS JOHNNY	25498 GENTIAN AVE	MORENO V	92551	447.06	44.71	88.52	580.28

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31261805003	316040008	684277	HERNANDEZ, BARBARA	16015	GERANIUM CT	92551-7278	HERNANDEZ RICHARD C	16015 GERANIUM CT	MORENO V	92553	249.72	24.97	49.44	324.12
31265065009	316040014	684277	PHILLIPS, JESSIE AND BETTY	16052	GERANIUM CT	92551-7278	EQUITY HOLDING CORP	4932 PONDEROSA WAY	MIDPINES	95345	191.55	19.155	37.93	248.62
31590535002	316040001	684277	MIRANDA, SENIA	16099	GERANIUM CT	92551-7293	RIVERA MARIA DELOSANGELES	16099 GERANIUM CT	MORENO V	92551	41.66	4.17	8.25	54.06
97156355000	316062019	684277	ELAZAROV, GUY	16112	GERANIUM CT	92551-7292	ELAZAROV GUY	16112 GERANIUM CT	MORENO V	92551	255.29	25.53	50.55	331.36
72675165008	296223031	684277	SOSA, MARICELA	23261	GERBERA ST	92553-9601	SOSA FRANCISCO	23261 GERBERA ST	MORENO V	92553	255.29	25.53	50.55	331.36
31494135001	296223015	684277	MUNOZ, MARIA (RENT)	23355	GERBERA ST	92553-9663	GUTIERREZ OSBALDO	23355 GERBERA ST	MORENO V	92553	268.93	26.89	53.25	349.06
31487435002	296222022	684277	LIZARRAGA, DORA AND MARIO	23364	GERBERA ST	92553-9600	LIZARRAGA MARTINA	23364 GERBERA ST	MORENO V	92553	255.29	25.53	50.55	331.36
66787555007	296222025	684277	DEL RIO, MARIA (RENT)	23450	GERBERA ST	92553-9682	GALLEGOS MARGARET	23450 GERBERA ST	MORENO V	92553	416.28	41.63	82.42	540.32
66872455008	296223003	684277	QUINONEZ, RICHARD	23475	GERBERA ST	92553-9602	QUINONEZ RICHARD	23475 GERBERA ST	MORENO V	92553	255.29	25.53	50.55	331.36
92762933009	296222028	684277	RODRIGUEZ, CONSUELO	23490	GERBERA ST	92553-9682	CORTES PEDRO RODRIGUEZ	23490 GERBERA ST	MORENO V	92553	212.48	21.25	42.07	275.78
31278605009	291536004	684277	FORDHAM, LAQUITTA	12809	GERRARD ST	92553-1844	BAKER ELIZABETH	12809 GERRARD ST	MORENO V	92553	332.40	33.24	65.82	431.44
31237645007	478301012	684277	GERARD, ROBERT	13077	GERSHWIN WAY	92555-6730	GERARD ROBERT ERNEST	13077 GERSHWIN WAY	MORENO V	92555	332.16	33.216	65.77	431.14
31376425009	478171013	684277	MORENO, SARAH (RENT)	28787	GIFFORD AVE	92555-8240	MILLER BRYAN K	28787 GIFFORD AVE	MORENO V	92555	255.40	25.54	50.57	331.50
72630775005	478172012	684277	SOLI, LINDA	28851	GIFFORD AVE	92555-8241	SOLI MESHACK	28851 GIFFORD AVE	MORENO V	92555	255.29	25.53	50.55	331.36
93045703006	478192057	684277	GARCIA, SOPHIA (RENT)	29046	GIFFORD AVE	92555-8325	TRAN TUAN	23331 RIDGE LINE RD	DIAMOND	91765	252.40	25.24	49.98	327.6
31635905007	478181023	684277	ROMERO, TINA (RENT)	29085	GIFFORD AVE	92555-8326	CERVANTES JOSE ALFREDO	2402 CURTIS AVE NO 1	REDONDO	90278	110.36	11.04	21.85	143.24
31500315007	478192036	684277	WINSLOW, JUDY	29100	GIFFORD AVE	92555-8317	WINSLOW JUDITH A	29100 GIFFORD AVE	MORENO V	92555	63.96	6.40	12.66	83.02
31268135009	478192038	684277	HAYES, JAMES (OWNR)	29120	GIFFORD AVE	92555-8317	HAYES JAMES KENNETH	29120 GIFFORD AVE	MORENO V	92555	255.40	25.54	50.57	331.50
94498825001	478192045	684277	ELLIS, TERRY	29160	GIFFORD AVE	92555-8317	ELLIS TERRY W	29160 GIFFORD AVE	MORENO V	92555	63.96	6.40	12.66	83.02
96231555000	478181059	684277	ANDRES, MARIA AND MARCELINO	29233	GIFFORD AVE	92555-8327	ANDRES MARIA G	3419 VIA LIDO # 227	NEWPORT	92663	236.17	23.62	46.76	306.54
97100425004	263131001	684277	GIL, THELMA AND FIDEL (RENT)	13129	GINA AVE	92553-8065	CHACON ACQUISITIONS	720 E CHASE DR	CORONA C	92881	30.40	3.04	6.02	39.44
31606415001	263132006	684277	ADAMS, DAN	13188	GINA AVE	92553-8065	HANDLEY N L	13188 GINA AVE	MORENO V	92553	255.18	25.518	50.53	331.22
96287375000	263131007	684277	RIVERA, MARGARET	13201	GINA AVE	92553-8033	RIVERA MIGUEL	13201 GINA AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31322235003	304510033	684277	SEARS, MAURICE	27630	GLADSTONE DR	92555-5831	SEARS MAURICE B	27630 GLADSTONE DR	MORENO V	92555	487.12	48.71	96.45	632.28
98661583000	304512015	684277	TAVAREZ, ROBERTO	27631	GLADSTONE DR	92555-5828	ORNELAS RICARDO	6574 SCOUT AVE	BELL GARD	90201	255.29	25.53	50.55	331.36
31297335006	304510038	684277	LESURE, HENRY (RENT)	27690	GLADSTONE DR	92555-5831	HOR SENG HENG	13619 BEHRENS AVE	NORWALK	90650	246.54	24.65	48.81	320.00
93820165005	304510040	684277	MARTIN, ROBERT (RENT)	27714	GLADSTONE DR	92555-5830	MUNIO RICHARD A	1910 FAIRVIEW AVE	RIVERSIDE	92506	255.40	25.54	50.57	331.50
96194155004	304510004	684277	MOORE-EGUABOR, ELEANOR (OW	27786	GLADSTONE DR	92555-5829	MOORE EGUABOR ELEANOR	27786 GLADSTONE DR	MORENO V	92555	91.77	9.18	18.17	119.10
55239345007	304510007	684277	KITE, REGINA	27822	GLADSTONE DR	92555-5829	KITE ROGER	27822 GLADSTONE DR	MORENO V	92555	332.64	33.26	65.86	431.76
54695995004	256241001	684277	GRAY, ANITA (RENT)	21757	GLEN VIEW DR	92557-8514	CLARK DARYL P	312 N PHILLIP AVE	CLOVIS CA	93612	255.40	25.54	50.57	331.50
88370235004	256241002	684277	RODRIGUEZ, MARTHA (RENT)	21771	GLEN VIEW DR	92557-8514	HUNT ROBERT ERROL	21771 GLEN VIEW DR	MORENO V	92557	191.77	19.18	37.97	248.90
59889045008	256241004	684277	NICOMEDE, DEBBI	21799	GLEN VIEW DR	92557-8514	NICOMEDE TERRANCE A	21799 GLEN VIEW DR	MORENO V	92557	255.29	25.53	50.55	331.36
92409573002	256242031	684277	PREMMER, KEN (RENT)	21806	GLEN VIEW DR	92557-8513	SADIK MARY T	6955 SANDTRACK RD	RIVERSIDE	92506	60.85	6.09	12.05	78.98
31064385009	256242008	684277	HERRERA, MARIBEL (RENT)	21863	GLEN VIEW DR	92557-8515	NOVILLA NESTOR G	21863 GLEN VIEW DR	MORENO V	92557	255.40	25.54	50.57	331.50
89661993005	316052001	684277	IDOINE, TIM	24657	GLENBROOK CT	92551-7294	FAJARDO APOLINARIO S	24657 GLENBROOK CT	MORENO V	92551	246.92	24.69	48.89	320.50
88265223008	482273005	684277	NORIEGA, JESUS	24337	GLENCREST DR	92553-3538	MNT GROUP	7662 INDIGO LN	LA PALMA	90623	332.64	33.26	65.86	431.76
81497015008	482272024	684277	HANGER, ROSAMARIA	24366	GLENCREST DR	92553-3539	HANGER ROSAMARIA	24366 GLENCREST DR	MORENO V	92553	332.64	33.26	65.86	431.76
50350035002	482274004	684277	WAUGH, GLEN AND FRANCIS	24411	GLENCREST DR	92553-3528	WAUGH GLEN A	24411 GLENCREST DR	MORENO V	92553	255.29	25.53	50.55	331.36
31481605009	482272045	684277	GALLEGOS , SOFIE (OWNR)	24472	GLENCREST DR	92553-3540	GALLEGOS JUVENTINO	24472 GLENCREST DR	MORENO V	92553	191.77	19.18	37.97	248.90
83421045000	291344012	684277	REYES, GRECIA	22711	GLENDON DR	92557-6909	REYES MARIO A	22711 GLENDON DR	MORENO V	92557	142.04	14.20	28.12	184.36
64877655007	291344013	684277	MARTINEZ, JAVIER	22714	GLENDON DR	92557-6909	MARTINEZ JAVIER	2711 N HASKELL AVE STE 900	DALLAS TX	75204	128.39	12.839	25.42	166.64
1.00464E+11	291344016	684277	GRAY, HARDY	22752	GLENDON DR	92557-6909	MORRIS MARTIN F	22752 GLENDON DR	MORENO V	92557	332.40	33.24	65.82	431.44
95331045007	291344008	684277	BURNSIDE, ROBERT	22767	GLENDON DR	92557-6981	BURNSIDE ROBERT PAUL	1417 116TH AVE NE	BELLEVUE	98004	255.40	25.54	50.57	331.50
97403415004	291344001	684277	GARCIA, BLANCA	22857	GLENDON DR	92557-6910	GARCIA BLANCA	22857 GLENDON DR	MORENO V	92557	255.40	25.54	50.57	331.50
60511075008	291333001	684277	BROOKS, KYM	22871	GLENDON DR	92557-6910	ESTRADA EDDIE PAUL	6073 BANNOCK DR	RIVERSIDE	92507	63.96	6.40	12.66	83.02
97578385009	292092020	684277	MERCHANT LEE, VICTOR	12829	GLENMERE DR	92553-5985	MERCHANT VICTOR	12829 GLENMERE DR	MORENO V	92553	155.29	15.53	30.75	201.56
95337975008	292092026	684277	NGUYEN, GUY	12870	GLENMERE DR	92553-5985	NGUYEN QUY NGOC	12870 GLENMERE DR	MORENO V	92553	255.29	25.53	50.55	331.36
91476973008	292092030	684277	MURILLO, DELIA (RENT)	12922	GLENMERE DR	92553-5926	CHEN ZHONG	2331 ALAMO HTS DR	DIAMOND	91765	63.63	6.363	12.60	82.58
96636145007	291633019	684277	GARIA, DAISY	13427	GLORYBOWER ST	92553-6983	OCHOA JANETTE	13427 GLORYBOWER ST	MORENO V	92553	191.77	19.18	37.97	248.90
94722015004	291634005	684277	LEVESTON, STEPHANIE (RENT)	13436	GLORYBOWER ST	92553-6982	CARLOS MANUEL J	7872 CAIRN CT	RIVERSIDE	92508	255.40	25.54	50.57	331.50
94689515000	291634001	684277	THA, APRIL	13476	GLORYBOWER ST	92553-6982	THA APRIL	13476 GLORYBOWER ST	MORENO V	92553	255.40	25.54	50.57	331.50
31416895004	475142010	684277	ARGUELEZ, LAURA (RENT)	11440	GOLD BLUFF RD	92557-5625	CRUZ MIGUEL DE JESUS	11440 GOLD BLUFF RD	MORENO V	92557	318.31	31.83	63.03	413.16
85096155004	475142009	684277	VALDEZ, MARIANN (RENT)	11456	GOLD BLUFF RD	92557-5625	ROMBERGER WESLEY EARL	11456 GOLD BLUFF RD	MORENO V	92557	195.74	19.574	38.76	254.06
31472375006	479252014	684277	KEMMERER, CHRISTINE (OWNR)	13370	GOLD PL	92553-4278	KEMMERER WILLIAM P	13370 GOLD PL	MORENO V	92553	246.92	24.69	48.89	320.50
96979705003	479252012	684277	WILLIAMS, RICKIE	13390	GOLD PL	92553-4278	WILLIAMS RICKIE A	13390 GOLD PL	SUNNYME	92553	255.29	25.53	50.55	331.36
65619325002	479252009	684277	JAIMES, SALVADOR AND AMARIA	13420	GOLD PL	92553-4280	JAIMES SALVADOR	13420 GOLD PL	MORENO V	92553	255.18	25.518	50.53	331.22
70935725001	479252008	684277	MENDOZA, JUAN (RENT)	13430	GOLD PL	92553-4280	MCFARLAND RANDALL KAY GITTINS	24379 WILLIS LN	MORENO V	92557	105.40	10.54	20.87	136.80
89883615005	479253004	684277	VAN HAVERMAAT, LEE E	13431	GOLD PL	92553-4281	VANHAVERMAAT LEE E	13431 GOLD PL	MORENO V	92553	128.03	12.80	25.35	166.18
31152085005	479252006	684277	ACUSTA, MARIA (RENT)	13444	GOLD PL	92553-4280	SANDOVAL ALBERTO	530 HIGHLANDER AVE	LA HABRA	90631	134.96	13.50	26.72	175.16
86787525000	479253006	684277	GONZALEZ, CARLOS	13451	GOLD PL	92553-4281	GONZALEZ CARLOS	13451 GOLD PL	MORENO V	92553	255.29	25.53	50.55	331.36
31595345001	479253009	684277	SNOW, CHRISTEN (OWNER)	13481	GOLD PL	92553-4281	SNOW TOBIASON	13481 GOLD PL	MORENO V	92553	191.66	19.17	37.95	248.76
93769655001	485072011	684277	SALTER, NANCY (RENT)	24650	GOLD STAR DR	92551-4017	HERNANDEZ DIONICIO MEDINA	24650 GOLD STAR DR	MORENO V	92551	63.96	6.40	12.66	83.02
93790245004	485132001	684277	WILLIAMS, CHARLES	24675	GOLD STAR DR	92551-4086	WILLIAMS CHARLES BRANDON	24675 GOLD STAR DR	MORENO V	92551	255.29	25.53	50.55	331.36
31263735004	485072014	684277	ROATH, MICHAEL	24680	GOLD STAR DR	92551-4017	ROATH MICHAEL J	24680 GOLD STAR DR	MORENO V	92551	255.29	25.53	50.55	331.36
93546845004	485132004	684277	EDMOND, SANDRA (OWNR)	24705	GOLD STAR DR	92551-4055	SECRETARY OF VETERANS AFFAIRS	2375 N GLENVILLE DR	RICHARDS	75082	118.92	11.89	23.55	154.34

97761893004	485072017	684277	SANDRA ROTH (OWNR)	24710	GOLD STAR DR	92551-4088	ROTH SANDRA M	24710 GOLD STAR DR	MORENO V	92551	255.40	25.54	50.57	331.50
93795675002	485132008	684277	GEORGE, ALEXANDRA (RENT)	24745	GOLD STAR DR	92551-4055	LOGAN SHIRLEE M	39741 LINCOLN ST	CHERRY VA	92223	255.40	25.54	50.57	331.50
94757465005	485101011	684277	MEJIA, VICTOR	24827	GOLD STAR DR	92551-4038	MEJIA REY M	24827 GOLD STAR DR	MORENO V	92551	255.18	25.518	50.53	331.22
92507963001	485093022	684277	GUTIERREZ, MAYRA (RENT)	24874	GOLD STAR DR	92551-4018	SANCHEZ FAUSTINO	24874 GOLD STAR DR	MORENO V	92551	255.40	25.54	50.57	331.50
93607373002	485101007	684277	GENTLE, TRINA	24875	GOLD STAR DR	92551-4039	GENTLE FLOYD E	24875 GOLD STAR DR	MORENO V	92551	255.29	25.53	50.55	331.36
92197395001	296232020	684277	RAMIREZ, ALEYDA	13588	GOLDEN EAGLE CT	92553-3454	RAMIREZ MARCO A	13588 GOLDEN EAGLE CT	MORENO V	92553	255.29	25.53	50.55	331.36
31141355001	296232015	684277	HAMMONDS, VANESSA	13609	GOLDEN EAGLE CT	92553-3456	HAMMONDS VANESSA	15585 NUECES CT	MORENO V	92551	255.29	25.53	50.55	331.36
98173035012	296243005	684277	MARTINEZ, LUIS	13670	GOLDEN EAGLE CT	92553-3406	MARTINEZ LUIS	13670 GOLDEN EAGLE CT	MORENO V	92553	255.29	25.53	50.55	331.36
63901235005	296243006	684277	GUILLEN, TERESA	13680	GOLDEN EAGLE CT	92553-3406	GUILLEN TERESA	13680 GOLDEN EAGLE CT	MORENO V	92553	255.18	25.518	50.53	331.22
31103455000	296243010	684277	ECHEVERRIA, ANA	13726	GOLDEN EAGLE CT	92553-3457	RUIZ ABEL	13726 GOLDEN EAGLE CT	MORENO V	92553	255.29	25.53	50.55	331.36
31103485004	296243011	684277	POWELL, MAURICE	13738	GOLDEN EAGLE CT	92553-3457	WALKER BILLIE MARIE	13738 GOLDEN EAGLE CT	MORENO V	92553	255.29	25.53	50.55	331.36
31434315009	296271006	684277	DEHARO, RONALD AND JULIE (OW	13761	GOLDEN EAGLE CT	92553-6062	DEHARO RONALD	13761 GOLDEN EAGLE CT	MORENO V	92553	289.81	28.98	57.38	376.16
76223975003	296271007	684277	OLIVER, CHARLES	13775	GOLDEN EAGLE CT	92553-6062	VILLA RUTH	13775 GOLDEN EAGLE CT	MORENO V	92553	255.40	25.54	50.57	331.50
31305675005	296273001	684277	ALCANTARA, SERGIO (OWNR)	13848	GOLDEN EAGLE CT	92553-6000	ARNICA SERGIO	13848 GOLDEN EAGLE CT	MORENO V	92553	255.40	25.54	50.57	331.50
31305675010	296243003	684277	WILLIAMS, SHERA (RENT)	13646	GOLDEN EAGLE CT	92553-3406	THR CALIFORNIA LP,	#REF!	#REF!	#REF!	22.14	2.214	4.38	28.72
89521763009	264361048	684277	SAMUELS, LOLA (OWNR)	23061	GOLDEN EYE LN	92557-5430	SAMUELS LOLA	23061 GOLDEN EYE LN	MORENO V	92557	121.44	12.14	24.05	157.62
31369805004	488120013	684277	ROGERS, SYDNEY (OWNR)	27132	GOLDEN FIELD CT	92555-4538	ROGERS PAUL H	27132 GOLDEN FIELD CT	MORENO V	92555	255.40	25.54	50.57	331.50
90280373001	488120006	684277	BROOKS, MONIQUE (OWNR)	27202	GOLDEN FIELD CT	92555-4539	DAVIS BROOKS MONIQUE	27202 GOLDEN FIELD CT	MORENO V	92555	255.40	25.54	50.57	331.50
67963595005	487310005	684277	PEREZ, PEDRO	12909	GOLDEN LANTERN DR	92555-2301	PEREZ PEDRO	12909 GOLDEN LANTERN DR	MORENO V	92555	255.29	25.53	50.55	331.36
93483783002	487310003	684277	MURRAY, JOHN (RENT)	12941	GOLDEN LANTERN DR	92555-2301	BENNETT JOHN W	12204 MARY LEE	MORENO V	92555	205.18	20.518	40.63	266.32
97009975001	256231016	684277	HASSELL, JUSTIN (RENT)	21729	GOLDEN OAKS DR	92557-8517	WADE GEORGE L	21729 GOLDEN OAKS DR	MORENO V	92557	324.23	32.423	64.20	420.84
65932595002	291623039	684277	DANG, KEITH	22031	GOLDENCHAIN ST	92553-6956	LOUDEN	22031 GOLDENCHAIN ST	MORENO V	92553	520.51	52.051	103.06	675.62
91856863004	291624019	684277	CONTRERAS, FERNANDO AND LIN	22050	GOLDENCHAIN ST	92553-6955	CONTRERAS FERNANDO	22050 GOLDENCHAIN ST	MORENO V	92553	68.92	6.892	13.65	89.44
92991575009	291624018	684277	JAMES, LISA (RENT)	22058	GOLDENCHAIN ST	92553-6955	XIAO PING	732 W PHILLIPS ST NO 22	ONTARIO	91762	273.15	27.32	54.08	354.54
57821655004	296072019	684277	CAPARELLI, PAOLA	13023	GOLDFINCH ST	92553-5694	LOPEZ EMILIA	13023 GOLDFINCH ST	MORENO V	92553	153.96	15.40	30.48	199.84
31505145002	296073016	684277	HERNANDEZ, ANITA	13062	GOLDFINCH ST	92553-5694	HERNANDEZ JUAN E	13062 GOLDFINCH ST	MORENO V	92553	255.29	25.53	50.55	331.36
31363025001	296072015	684277	JUAREZ, WALTER	13067	GOLDFINCH ST	92553-5694	JUAREZ WALTER J	13067 GOLDFINCH ST	MORENO V	92553	332.64	33.26	65.86	431.76
31164455002	296072014	684277	PADILLA, RENEE	13083	GOLDFINCH ST	92553-5694	PADILLA ERNESTINA	13083 GOLDFINCH ST	MORENO V	92553	116.98	11.70	23.16	151.84
65364325005	296072013	684277	GRAHAM, TANIA	13093	GOLDFINCH ST	92553-5694	GRAHAM JASON P	13093 GOLDFINCH ST	MURRIETA	92563	255.29	25.53	50.55	331.36
91390965003	296073010	684277	EDMOND, DWAYNE	13182	GOLDFINCH ST	92553-5693	EDMOND DWAYNE L	13182 GOLDFINCH ST	MORENO V	92553	255.40	25.54	50.57	331.50
89522133000	485064014	684277	GREEN, JESSICA (RENT)	24681	GOLDSTON CT	92551-4093	CASTELLON GERARDO	24681 GOLDSTON CT	MORENO V	92551	217.21	21.72	43.01	281.92
64457605009	485064011	684277	MULVERHILL, JEREMY (OWNR)	24711	GOLDSTON CT	92551-4060	MULVERHILL ERIN E	24711 GOLDSTON CT	MORENO V	92551	128.14	12.81	25.37	166.32
94195545002	485064008	684277	ALAMIO, JULIAN	24730	GOLDSTON CT	92551-4060	GARCIA SALVADOR	24730 GOLDSTON CT	MORENO V	92551	255.29	25.53	50.55	331.36
58817605002	485064009	684277	ALAMILLO, JULIAN	24731	GOLDSTON CT	92551-4060	FIGUEROA VERONICA	24731 GOLDSTON CT	MORENO V	92551	399.57	39.96	79.11	518.64
91706015000	484222032	684277	VARGAS, JAIME	25135	GORGONIO WAY	92553-7126	CABADA BRENDA L	25135 GORGONIO WAY	MORENO V	92553	255.29	25.53	50.55	331.36
97519035007	484222029	684277	NAVONGSAK, SOMPHITH (RENT)	25154	GORGONIO WAY	92553-7126	SU HUNG SAY	25154 GORGONIO WAY	MORENO V	92553	112.66	11.266	22.31	146.22
64074415002	484222028	684277	LAWLER, THEODORE	25166	GORGONIO WAY	92553-7126	LAWLER THEODORE E	25166 GORGONIO WAY	MORENO V	92553	128.03	12.80	25.35	166.18
96144165007	484222036	684277	TURNER, NELLIE	25183	GORGONIO WAY	92553-7126	TURNER NELLIE	25183 GORGONIO WAY	MORENO V	92553	255.29	25.53	50.55	331.36
95794185006	484222025	684277	CONDE, GINA	25202	GORGONIO WAY	92553-1508	CONDE BRANDON	25202 GORGONIO WAY	MORENO V	92553	332.40	33.24	65.82	431.44
92776653007	292113011	684277	MESA, ELENA (RENT)	12644	GORHAM ST	92553-5604	CHAVEZ MARIA ISABEL	12644 GORHAM ST	MORENO V	92553	60.91	6.091	12.06	79.06
90107703007	292113016	684277	VASQUEZ, MARIA (RENT)	12718	GORHAM ST	92553-5676	TANG LARRY HENG	24339 RIMFORD PL	DIAMOND	91765	255.40	25.54	50.57	331.50
31633165007	292113002	684277	MARTIN, ERICA	12729	GORHAM ST	92553-5625	MARTIN ERICA	12729 GORHAM ST	MORENO V	92553	255.40	25.54	50.57	331.50
96220465002	292113018	684277	MAYA, DANIEL AND JUANA (OWN	12744	GORHAM ST	92553-5676	NUNO LUIS	12744 GORHAM ST	MORENO V	92553	194.29	19.43	38.47	252.18
73555855006	292127011	684277	WHITE, SHAYLIA	12810	GORHAM ST	92553-5605	CASTELLON GERARDO	12810 GORHAM ST	MORENO V	92553	255.29	25.53	50.55	331.36
93111165009	292127012	684277	CROMER, BEATRIZ	12820	GORHAM ST	92553-5605	CROMER BEATRIZ B	12820 GORHAM ST	MORENO V	92553	255.29	25.53	50.55	331.36
50883085001	292127014	684277	HAINES, WANDA (RENT)	12844	GORHAM ST	92553-5605	SHAO MING	24373 STACEY AVE	MORENO V	92551	255.40	25.54	50.57	331.50
31595285003	292121002	684277	SEROGGINS, STEVEN	12865	GORHAM ST	92553-5602	SCROGGINS STEPHEN J	12865 GORHAM ST	MORENO V	92553	255.29	25.53	50.55	331.36
70632285006	292127016	684277	LOZANO, NORBERTO	12870	GORHAM ST	92553-5605	LOZANO NORBERTO	12870 GORHAM ST	MORENO V	92553	332.40	33.24	65.82	431.44
31078185001	292134007	684277	BRAVO, LUIS R	12960	GORHAM ST	92553-5678	BRAVO LUIS R	12960 GORHAM ST	MORENO V	92553	255.29	25.53	50.55	331.36
83798185001	292135016	684277	GOTTIEB, LAWRENCE (OWNR)	12991	GORHAM ST	92553-5679	GOTTLIEB MARSHA LYNN	12991 GORHAM ST	MORENO V	92553	255.40	25.54	50.57	331.50
93183373004	292135015	684277	SALAZAR, JUANA (OWNR)	13001	GORHAM ST	92553-5600	ZALAZAR JESUS	13001 GORHAM ST	MORENO V	92553	72.40	7.24	14.34	93.96
82146685009	292135010	684277	CASTELLON, HECTOR RAYMOND	13071	GORHAM ST	92553-5600	CASTELLON HECTOR RAYMOND	13071 GORHAM ST	MORENO V	92553	255.40	25.54	50.57	331.50
67018315007	292135008	684277	CEGUERO, MARIA	13095	GORHAM ST	92553-5600	PEGUERO JOSE	13095 GORHAM ST	MORENO V	92553	255.18	25.518	50.53	331.22
88986083008	292135005	684277	SANCHEZ,JENNIFER (RENT)	13135	GORHAM ST	92553-5606	DALLIN	5440 TRABUCO RD NO 200	IRVINE CA	92610	25.86	2.59	5.12	33.56
95135245000	486352038	684277	FEYER, DANIEL (OWNR)	15556	GORRION CT	92551-1926	FEYER DANIEL DANNY	15556 GORRION CT	MORENO V	92551	128.14	12.81	25.37	166.32
77524125002	486352031	684277	ACEVEDO, ALFONSO	15585	GORRION CT	92551-1926	ACEVEDO ALFONSO	15585 GORRION CT	MORENO V	92551	255.29	25.53	50.55	331.36
31559105007	486352041	684277	BARNES, MARIA TERESA	15586	GORRION CT	92551-1926	BARNES TERESA	15586 GORRION CT	MORENO V	92551	59.44	5.944	11.77	77.14
31580725003	316052024	684277	PEREZ, SANDRA	24668	GOYA AVE	92551-7270	JIMENEZ JOSE A ROMERO	24668 GOYA AVE	MORENO V	92551	255.18	25.518	50.53	331.22
92805333002	316052022	684277	SCAFFER, PETE	24704	GOYA AVE	92551-7269	SCHAEFER PETER J	24704 GOYA AVE	MORENO V	92551	255.29	25.53	50.55	331.36
96400665008	316052021	684277	WINSOR, DANIEL L	24722	GOYA AVE	92551-7269	ASHTON MICHAEL S	24722 GOYA AVE	MORENO V	92551	255.40	25.54	50.57	331.50
93387655002	264131039	684277	OLIVE, RHONDA (RENT)	11832	GRAHAM ST	92557-6157	HERRERA MARTIN	11832 GRAHAM ST	MORENO V	92557	332.64	33.26	65.86	431.76
96070105007	264164056	684277	HOLGUIN, ESPERANZA	11849	GRAHAM ST	92557-6158	MCKEE ROBERT P	11849 GRAHAM ST	MORENO V	92557	255.40	25.54	50.57	331.50
31052295003	264164058	684277	LOZANO, MARIBEL	11861	GRAHAM ST	92557-6158	REYES VICTOR	11861 GRAHAM ST	MORENO V	92557	255.29	25.53	50.55	331.36
31563115007	264151018	684277	CANTON, JONATHAN (OWNR)	11921	GRAHAM ST	92557-6158	CANTON JONATHAN	11921 GRAHAM ST	MORENO V	92557	247.17	24.72	48.94	320.82
80559305005	264151019	684277	LEONGUERRERO, DOLEEN	11929	GRAHAM ST	92557-6158	LAMERS KENNETH M	11929 GRAHAM ST	MORENO V	92557	255.40	25.54	50.57	331.50

90558913007	264151021	684277	THOMPSON, LEADRIAN (RENT)	11945	GRAHAM ST	92557-6158	LIU F	17360 COLIMA RD NO 312	CITY OF IN	91748	63.63	6.363	12.60	82.58
62265745009	264144007	684277	GREEN, JOAN	11946	GRAHAM ST	92557-6159	GREEN JOAN BEVERLY	11946 GRAHAM ST	MORENO V	92557	284.20	28.42	56.27	368.88
31153645006	485173042	684277	PARTIDA, JESUS JULIAN (RENT)	11954	GRAHAM ST	92557-6159	PATEL BALDEV S	6658 OHARE CT	FONTANA	92336	117.96	11.80	23.36	153.10
31533985007	292202047	684277	VALDEZ, JOSE (RENT)	12030	GRAHAM ST	92557-7014	GRAHAM STREET	840 W 9TH ST STE J	UPLAND C	91786	164.44	16.44	32.56	213.44
84442585001	292202014	684277	HOMMEL, ANNITA (OWNR)	12060	GRAHAM ST	92557-7014	HOMMEL JIMMY	12060 GRAHAM ST	MORENO V	92557	438.03	43.80	86.73	568.56
31470115005	292202013	684277	MARTINEZ,MERCEDS	12074	GRAHAM ST	92557-7014	MARTINEZ MERCEDES	9153 W LILAC RD	ESCONDID	92026	191.77	19.18	37.97	248.90
31090575004	292202042	684277	HENDRIX, ALONDA	12110	GRAHAM ST	92557-7044	BONNER HENDRIX ALONDA MARIE	12110 GRAHAM ST	MORENO V	92557	486.62	48.66	96.35	631.62
91627503005	292202046	684277	SAMS, SUSANNE	12134	GRAHAM ST	92557-7044	SAMS SUZANNE MELISSA	12134 GRAHAM ST	MORENO V	92557	130.29	13.03	25.80	169.10
31601575008	292213004	684277	GIL, ALFONSO	12152	GRAHAM ST	92557-7044	GIL ALFONSO	12152 GRAHAM ST	MORENO V	92557	255.29	25.53	50.55	331.36
31075105004	292230001	684277	BAKER, SHERRON (RENT)	12400	GRAHAM ST	92553-3007	ACOSTA GEORGE R	12400 GRAHAM ST	MORENO V	92553	156.56	15.66	31.00	203.20
90088115003	486352048	684277	ALEGRIA, ROGER	15535	GRANADA DR	92551-1934	ALEGRIA ROGER URIEL	15535 GRANADA DR	MORENO V	92551	128.89	12.89	25.52	167.28
94634265008	486352049	684277	ZELEDON, ERICK AND OGALY (REN	15536	GRANADA DR	92551-1934	CHAN DIANA LEE	321 E LIVEOAK ST NO 4	SAN GABR	91776	158.76	15.88	31.43	206.06
92920775006	486352050	684277	CORDERO, HECTOR	15546	GRANADA DR	92551-1934	CORDERO HECTOR	905 S GLENDORA AVE	WEST COV	91790	332.64	33.26	65.86	431.76
90192263001	486451013	684277	FU, WONG (OWNR)	16100	GRANDE ISLA CIR	92551-1621	FU YONG QIANG	16100 GRANDE ISLA CIR	MORENO V	92551	63.96	6.40	12.66	83.02
31271915009	486451012	684277	OSORIO, ADELA (RENT)	16105	GRANDE ISLA CIR	92551-1621	FLORES AURELIO	16105 GRANDE ISLA CIR	MORENO V	92551	158.47	15.847	31.38	205.68
31049005000	486451014	684277	LEI, XIANCE	16110	GRANDE ISLA CIR	92551-1621	LEI XIAN	328 CALLE VISTA	WALNUT (	91789	183.21	18.32	36.28	237.80
86242273008	486451010	684277	VELAQUEZ, RICARDO	16125	GRANDE ISLA CIR	92551-1621	VELAZQUEZ RICARDO	16125 GRANDE ISLA CIR	MORENO V	92551	32.92	3.292	6.52	42.72
95735315002	486451007	684277	DO, LOAN (RENT)	16155	GRANDE ISLA CIR	92551-1621	NGUYEN TONY MINH MAU	16155 GRANDE ISLA CIR	MORENO V	92551	217.21	21.72	43.01	281.92
1.01584E+11	486451022	684277	LEE, PHILLIP	16190	GRANDE ISLA CIR	92551-1621	LEE PHILLIP MICHAEL	16190 GRANDE ISLA CIR	MORENO V	92551	255.29	25.53	50.55	331.36
31136145006	486451002	684277	YAZLOFF, LEONARD (RENT)	16205	GRANDE ISLA CIR	92551-1623	HELLER MARILYN M	1346 CHARMEL PL	PACIFIC PA	90272	227.48	22.75	45.04	295.26
90470205004	486452011	684277	FLORES, SANDRA	16275	GRANDE ISLA CIR	92551-1624	FLORES PAUL	16275 GRAND ISLA CIR	MORENO V	92551	330.45	33.05	65.43	428.92
31643895003	304320033	684277	SALCIDO, ALFONSO AND VICTORIA	14696	GRANDVIEW DR	92555-7040	SALCIDO ALFONSO	14696 GRANDVIEW DR	MORENO V	92555	255.29	25.53	50.55	331.36
94352753004	304320012	684277	JONES, CARLETTA	14715	GRANDVIEW DR	92555-7041	JONES CARLETTA	14715 GRANDVIEW DR	MORENO V	92555	229.88	22.99	45.52	298.38
83035445004	304300048	684277	DOZIER, RICHARD (RENT)	28263	GRANDVIEW DR	92555-6350	CRISTINO SHARON A	28263 GRANDVIEW DR	MORENO V	92555	255.40	25.54	50.57	331.50
95809185002	304300029	684277	ROY, PATRICIA	28270	GRANDVIEW DR	92555	ROY PHILLIP R	28270 GRANDVIEW DR	MORENO V	92555	255.29	25.53	50.55	331.36
94575943001	304310061	684277	CLARK, PERLITA (OWNR)	28353	GRANDVIEW DR	92555-6351	NELSON REBECCA	28353 GRANDVIEW DR	MORENO V	92555	255.40	25.54	50.57	331.50
88274913005	291172037	684277	VASQUEZ, ESTER AND PEDRO (REN	13785	GRANT ST	92553-8317	MORUA MARTIN	9780 CROSS CREEK CIR	MORENO V	92557	29.83	2.98	5.91	38.70
31246955002	291181024	684277	SEALS, ARLYCE	13830	GRANT ST	92553-8316	TRAN TUAN	29331 RIGELINE RD	DIAMOND	91765	54.73	5.473	10.84	71.02
31470225002	291192020	684277	LOPEZ, OMAR	13929	GRANT ST	92553-8322	LOPEZ JOSE OMAR	13929 GRANT ST	MORENO V	92553	255.29	25.53	50.55	331.36
87602735006	291200010	684277	ROBLES, JOSE AND ELVA (RENT)	13964	GRANT ST	92553-8321	GRANT STREET TRUST	231 E ALESSANDRO BLV NO A	RIVERSIDE	92508	86.01	8.60	17.03	111.64
31276715000	312141012	684277	BARAJAS, MARCOS (OWNR)	25026	GRANVILLE ST	92551-2546	KHAN UZMA	25026 GRANVILLE ST	MORENO V	92551	255.40	25.54	50.57	331.50
31063385001	312141017	684277	PEETE, KIMBERLY (OWNR)	25076	GRANVILLE ST	92551-2546	PEETE LOUIS O	25076 GRANVILLE ST	MORENO V	92551	20.40	2.04	4.04	26.46
31430135005	312143009	684277	BRANDON, CORRAINE	25121	GRANVILLE ST	92551-2547	BRANDON CORRAINE LORETTA	25121 GRANVILLE ST	MORENO V	92551	332.16	33.216	65.77	431.14
31147745007	312143013	684277	CLARK, JARVELLA	25161	GRANVILLE ST	92551-2547	MOSS MARK	P O BOX 428	COLTON C	92324	255.40	25.54	50.57	331.50
58090775000	312141026	684277	CEE, CATHERINE	25166	GRANVILLE ST	92551-2548	CEE CATHERINE	25166 GRANVILLE ST	MORENO V	92551	63.96	6.40	12.66	83.02
31491075009	312143014	684277	DELGADO, IRMA	25171	GRANVILLE ST	92551-2547	DELGADO ROBERTO	25171 GRANVILLE ST	MORENO V	92551	255.29	25.53	50.55	331.36
96059505006	260154023	684277	SHELTON, PERCY	10947	GRASS VALLEY CIR	92557-3913	SHELTON PERCY LEE	23576 WHISPERING WINDS WY	MORENO V	92557	255.29	25.53	50.55	331.36
64330845008	260154024	684277	HAWTHORNE, GARRET	10957	GRASS VALLEY CIR	92557-3913	HAWTHORNE TERRIE	10957 GRASS VALLEY CIR	MORENO V	92557	255.29	25.53	50.55	331.36
31619205008	312143021	684277	WHITE, SHAUN	25130	GRAYLAG CIR	92551-2591	WHITE SHAUN A	25130 GRAYLAG CIR	MORENO V	92551	95.18	9.518	18.85	123.54
83247035001	312143020	684277	TATUNAY, RICARDO	25140	GRAYLAG CIR	92551-2591	BELUSO STEPHEN AMANCIO	1012 GINSBERG CT	RIVERSIDE	92506	255.44	25.54	50.58	331.56
31320075000	312143019	684277	ALVAREZ, JENNIE (RENT)	25150	GRAYLAG CIR	92551-2591	KINCHIN CALDWELL MELITA GWEN	27809 HUB CIR	SUN CITY	92585	255.40	25.54	50.57	331.50
92374313003	312143027	684277	BUSTAMANTE, MIKE	25171	GRAYLAG CIR	92551-2591	BUSTAMANTE JUAN M	25171 GRAYLAG CIR	MORENO V	92551	332.40	33.24	65.82	431.44
93123245008	312143016	684277	SANDOVAL, JUANA (RENT)	25180	GRAYLAG CIR	92551-2591	REYES ALBERTO	25180 GRAYLAG CIR	MORENO V	92551	127.98	12.798	25.34	166.1
93383285009	475100051	684277	NETTLES, DAVID	11328	GREEN GLEN ST	92557-5535	NETTLES DAVID	11328 GREEN GLEN ST	MORENO V	92557	209.31	20.93	41.44	271.68
84953275002	475100053	684277	MALTA, ALBERT	11360	GREEN GLEN ST	92557-5535	MALTA ALBERT	11360 GREEN GLEN ST	MORENO V	92557	259.16	25.92	51.31	336.38
97022705001	304491025	684277	MASON, BILLIE (RENT)	14771	GREEN LAWN AVE	92555-5744	OWENS JANNIE	14771 GREEN LAWN AVE	MORENO V	92555	255.40	25.54	50.57	331.50
59203685007	304491022	684277	CLARK, MARION	14807	GREEN LAWN AVE	92555-5744	CLARK VICTORIA D	14807 GREEN LAWN AVE	MORENO V	92555	332.64	33.26	65.86	431.76
92795605008	316064012	684277	WILLIAMS, CYNTHIA (RENT)	16135	GREENFIELD ST	92551-7238	TINBLE	5440 TRABUCO RD	IRVINE CA	92602	255.29	25.53	50.55	331.36
94460595009	316064009	684277	VILLAPANDO, GINA	16171	GREENFIELD ST	92551-7238	VILLAPANDO RAMON	16171 GREENFIELD ST	MORENO V	92551	213.67	21.367	42.31	277.34
91621235005	316064008	684277	PENA, MARISOL (RENT)	16183	GREENFIELD ST	92551-7257	VERA GUSTAVO	291 E WASHINGTON BLV	PASADENA	91104	255.18	25.518	50.53	331.22
62226475007	316061014	684277	GARCIA, CARLOS (OWNR)	16232	GREENFIELD ST	92551-7237	GARCIA CARLOS F	16232 GREENFIELD ST	MORENO V	92551	446.19	44.62	88.35	579.14
76165285001	316082002	684277	WEVICK, ANITA (RENT)	16256	GREENFIELD ST	92551-7241	TANG DANNY	16256 GREENFIELD ST	MORENO V	92551	332.64	33.26	65.86	431.76
89534763002	316083012	684277	WILKERSON, SANDRA	16267	GREENFIELD ST	92551-7240	WILKERSON STEPHEN T	16267 GREENFIELD ST	MORENO V	92551	255.29	25.53	50.55	331.36
72746535000	316082003	684277	CHAMBERS, BRIAN	16268	GREENFIELD ST	92551-7241	CHAMBERS BRIAN A	16268 GREENFIELD ST	MORENO V	92551	255.29	25.53	50.55	331.36
92396743006	316083014	684277	NAVA, JESUS	16291	GREENFIELD ST	92551-7240	TEJADA VICTOR M	16291 GREENFIELD ST	MORENO V	92551	63.92	6.392	12.66	82.96
93621845005	316082005	684277	LEE, RODGENA	16292	GREENFIELD ST	92551-7241	LEE RODGENA LARAY	16292 GREENFIELD ST	MORENO V	92551	255.29	25.53	50.55	331.36
96287905009	316083016	684277	GAMMAGE, VINCENT	16315	GREENFIELD ST	92551-7227	HOOD LA TONYA D	16315 GREENFIELD ST	MORENO V	92551	128.40	12.84	25.42	166.66
68238715006	316082008	684277	MENDOZA, JULIANA (RENT)	16326	GREENFIELD ST	92551-7279	ZONG ZHENHUA	16326 GREENFIELD ST	MORENO V	92551	255.40	25.54	50.57	331.50
31255605007	316083023	684277	LUMBA, ANGELITO I	16399	GREENFIELD ST	92551-7259	LUMBA ANGELITO IBE	16399 GREENFIELD ST	MORENO V	92551	255.29	25.53	50.55	331.36
83777295002	485081006	684277	HENDERSON, SCOTT AND DEBBIE	24890	GREENLEE WAY	92551-4067	HENDERSON SCOTT D	24890 GREENLEE WAY	MORENO V	92551	255.18	25.518	50.53	331.22
31865345009	485081005	684277	HOALST, STAN AND MARY	24906	GREENLEE WAY	92551-4095	HOALST STAN	24906 GREENLEE WAY	MORENO V	92551	63.96	6.40	12.66	83.02
31266165006	291562009	684277	GUTIERREZ, CHRISTINA (RENT)	22510	GREENWICH CT	92553-1820	CABANAS TRACY N	27190 BIG HORN AVE	MORENO V	92555	246.37	24.64	48.78	319.78
31349055003	475190017	684277	WILLIAMS, MILDRED	24175	GREGORY LN	92557-5519	CARTER MILDRED I	P O BOX 902	MORENO V	92556	255.29	25.53	50.55	331.36
88135125004	487023004	684277	LOPEZ, DORA (OWNR)	12396	GRENVILLE AVE	92557-7738	LOPEZ DORA N	231 N EVELYN DR	ANAHEIM	92805	255.40	25.54	50.57	331.50
93697053000	256462008	684277	VARNARDO, ZANDRA AND HARLA	21425	GREYSON RD	92557-8332	JEFFERSON HARLAN V	21425 GREYSON RD	MORENO V	92557	246.92	24.69	48.89	320.50

31348245006	256461002	684277	RHAY, MARY	21438	GREYSON RD	92557-8332	RHAY THOMAS E	21438 GREYSON RD	MORENO V	92557	191.66	19.17	37.95	248.76
96848305004	475261010	684277	VIVEROS, HECTOR (OWNR)	24072	GROVEN LN	92557-6331	VIVEROS HECTOR HUGO	24072 GROVEN LN	MORENO V	92557	255.29	25.53	50.55	331.36
31390445006	475262006	684277	RIKE, MICHAEL	24125	GROVEN LN	92557-6325	RIKE MICHAEL W	24125 GROVEN LN	MORENO V	92557	68.96	6.896	13.65	89.5
31555925003	475250039	684277	MARSHALL, CLAUDIA	24347	GROVEN LN	92557-6334	MARSHALL KENNETH W	24347 GROVEN LN	MORENO V	92557	255.18	25.518	50.53	331.22
92303915006	486351009	684277	TENNIN, TERRY	15536	GUAJOME RD	92551-1900	TRAN LOC	1306 N HURON DR	SANTA AN	92706	203.37	20.34	40.27	263.96
96131975004	486351010	684277	HANSON, JANELL AND TRAVIS	15546	GUAJOME RD	92551-1900	HANSON TRAVIS J	15546 GUAJOME RD	MORENO V	92551	191.66	19.17	37.95	248.76
31301915004	486351011	684277	PONCE, REBECCA	15556	GUAJOME RD	92551-1900	PONCE REBECA	15556 GUAJOME RD	MORENO V	92551	165.40	16.54	32.75	214.68
90885033009	486352007	684277	TAYLOR, DEAUNDRE	15565	GUAJOME RD	92551-1901	WHITFIELD BARTON B	1800 TAPO CANYON SV2202	SIMI VALLE	93063	138.74	13.874	27.47	180.08
85097275007	486351014	684277	RAMOS, GREGORY	15586	GUAJOME RD	92551-1903	RAMOS GREGORY C	15586 GUAJOME RD	MORENO V	92551	255.29	25.53	50.55	331.36
91714685003	486352059	684277	AGUIRRE, MARIA (OWNR)	15615	GUAJOME RD	92551-1972	MAGANA RICARDO M	15615 GUAJOME RD	MORENO V	92551	128.14	12.81	25.37	166.32
88859035008	486352001	684277	HERNANDEZ, SONIA	15625	GUAJOME RD	92551-1904	MARTINEZ ASHLEY RENEE	15625 GUAJOME RD	MORENO V	92551	255.40	25.54	50.57	331.50
97053735000	486361001	684277	HAWKINS, BUNNY	15705	GUAJOME RD	92551-1958	SMITH AJA	15705 GUAJOME RD	MORENO V	92551	255.40	25.54	50.57	331.50
52164085004	296212046	684277	GARCIA, JUAN (RENT)	13805	GUCCI DR	92553-3430	NUNO RICARDO	28040 KALMIA AVE	MORENO V	92555	239.51	23.951	47.42	310.88
58397315006	292032013	684277	MASCORRO, OLGA (OWNR)	23128	GURNEY PL	92553-5205	MASCORRO OLGA L	23128 GURNEY PL	MORENO V	92553	141.77	14.18	28.07	184.00
31549645005	312281011	684277	KELLY, GLADYS	25967	HACIENDA CT	92551-6321	GALINDO GERMAN	25967 HACIENDA CT	MORENO V	92551	255.40	25.54	50.57	331.50
94298515000	312281017	684277	TAYLOR, JERRY	25976	HACIENDA CT	92551-6321	TAYLOR JERRY F	25976 HACIENDA CT	MORENO V	92551	255.29	25.53	50.55	331.36
31637905003	312281013	684277	SOLIS, JOSEFINA (RENT)	25983	HACIENDA CT	92551-6321	PETALLAR CELESTINO C	25983 HACIENDA CT	MORENO V	92551	195.39	19.539	38.69	253.6
31431445008	312281015	684277	MOORE, TAKIYA (OWNR)	25992	HACIENDA CT	92551-6321	MOORE TAKIYA AMIRA	25992 HACIENDA CT	MORENO V	92551	319.03	31.90	63.17	414.10
65882145004	479412001	684277	WILSON, RUTH	12537	HACKBERRY LN	92553-4776	WILSON RUTH	12537 HACKBERRY LN	MORENO V	92553	255.40	25.54	50.57	331.50
95592015000	479412005	684277	MITCHELL, NICOLE	12587	HACKBERRY LN	92553-4776	JIT INDER	12587 HACKBERRY LN	MORENO V	92553	367.33	36.73	72.73	476.78
31123095004	479412006	684277	RIOS, JOSE AND HERMILA (RENT)	12599	HACKBERRY LN	92553-4776	ALDANA CORNELIO	12599 HACKBERRY LN	MORENO V	92553	255.40	25.54	50.57	331.50
93741725006	308431007	684277	NORRIS, LATAICHA	16427	HACKNEY CT	92555-3326	MENDOZA JIMMY	16427 HACKNEY CT	MORENO V	92555	255.40	25.54	50.57	331.50
31640215002	308431006	684277	LUGO, MANUELA (RENT)	16437	HACKNEY CT	92555-3326	ARAB ALI	16437 HACKNEY CT	MORENO V	92555	63.63	6.363	12.60	82.58
95453055006	308522015	684277	PORTER, TRAVIS (RENT)	26092	HAFLINGER CT	92555-3386	HERNANDEZ JORGE E	1427 PIEDRA ST	SAN DIEGO	92154	20.16	2.016	3.99	26.16
85273445009	482690029	684277	TABIL, JESUS	14682	HAMBY CT	92553-9426	TABIL JESUS T	14682 HAMBY CT	MORENO V	92553	255.29	25.53	50.55	331.36
31407035004	482690030	684277	BUENROSTRO, MARGARITA AND L	14685	HAMBY CT	92553-9426	BUENROSTRO LUIS MANUEL	14685 HAMBY CT	MORENO V	92553	63.96	6.40	12.66	83.02
92815395008	482690028	684277	MORALES, CHARLES (RENT)	14692	HAMBY CT	92553-9426	SKAGGS JOHN PATRCK	145 NW FLAGLINE DR	BEND OR	97701	58.14	5.81	11.51	75.46
31057605007	304400008	684277	GHALWEN, MAHMU	15531	HAMMETT CT	92555-4956	GHALWEN MAHMUD	15531 HAMMETT CT	MORENO V	92555	255.40	25.54	50.57	331.50
31358925002	304401018	684277	ALFARO, MIGUEL	15546	HAMMETT CT	92555	ALFARO MIGUEL ARISTEO	15546 HAMMETT CT	MORENO V	92555	55.40	5.54	10.97	71.9
31141565007	304400002	684277	GARZA, LENNY	15591	HAMMETT CT	92555-4956	GARZA JAMES A	15591 HAMMETT CT	MORENO V	92555	191.77	19.18	37.97	248.90
55249485006	304581004	684277	ADAMS, JOE AND SHIRELY (RENT)	15670	HAMMETT CT	92555-4993	LUDI HECTOR DANIEL	15670 HAMMETT CT	MORENO V	92555	77.10	7.71	15.27	100.06
52185815006	304450014	684277	ALVAREZ, CHRISTINA (RENT)	14852	HAMPSHIRE CIR	92555-7059	JURADO NICOLAS	14852 HAMPSHIRE CIR	MORENO V	92555	134.93	13.49	26.72	175.12
31597995000	478312008	684277	YBARRA, TONY (OWNR)	28690	HANDEL CT	92555-6735	YBARRA ANTHONY P	28690 HANDEL CT	MORENO V	92555	32.00	3.20	6.34	41.52
60271085007	478312006	684277	HODGES, ERNESTINA	28722	HANDEL CT	92555-6736	GUZMAN JUAN	28722 HANDEL CT	MORENO V	92555	255.29	25.53	50.55	331.36
97605045002	481064038	684277	PALOMINO, MELISSA	12165	HANOVER AVE	92557-7823	PALOMINO JESUS	12165 HANOVER AVE	MORENO V	92557	255.29	25.53	50.55	331.36
71525785006	291412006	684277	JAIMEZ, J GREGORY (RENT)	22611	HANOVER CT	92557-6817	BIBB MARGUERITE M	17149 DEEP WOOD LN	RIVERSIDE	92503	40.40	4.04	8.00	52.42
31532365009	481291001	684277	AGUAYO, MARIA AND LUCIO	12011	HARCLARE DR	92557-7826	AGUAYO BRENDA	12011 HARCLARE DR	MORENO V	92557	255.29	25.53	50.55	331.36
94705135004	481291003	684277	PICKETT, ROLANDA	12033	HARCLARE DR	92557-7826	PICKETT ROLANDA	12033 HARCLARE DR	MORENO V	92557	115.00	11.5	22.77	149.26
1.01472E+11	481291010	684277	SITNER, MICHAEL P	12101	HARCLARE DR	92557-7828	SITNER MICHAEL PHILLIP	12101 HARCLARE DR	MORENO V	92557	255.29	25.53	50.55	331.36
97335135007	481291018	684277	JIMINEZ, YOLANDA	12175	HARCLARE DR	92557-7828	JIMENEZ YOLANDA	12175 HARCLARE DR	MORENO V	92557	332.40	33.24	65.82	431.44
52185745001	481291022	684277	KING, WILLIE	12219	HARCLARE DR	92557-7830	KING WILLIE	12219 HARCLARE DR	MORENO V	92557	255.29	25.53	50.55	331.36
80463325006	481302025	684277	CORONADO, JULIETA	12261	HARCLARE DR	92557-7830	CORONADO JULIETA	12261 HARCLARE DR	MORENO V	92557	55.29	5.529	10.95	71.76
31090985008	482551003	684277	MORGAN, ELEANOR	13401	HAREWOOD DR	92553-3802	TRP FUND I	180 NEWPORT CENTER NO 230	NEWPORT	92660	172.78	17.28	34.21	224.26
31656155000	312164026	684277	MENDEZ, IMELDA	16781	HARKER CIR	92551-2521	MENDEZ JOSE ANTONIO	5300 CANYON CREST DR APT K	RIVERSIDE	92507	255.29	25.53	50.55	331.36
50508765001	312164024	684277	ZUNIGA, ERICA	16797	HARKER CIR	92551-2521	GALLEGOS SERGIO	16797 HARKER CIR	MORENO V	92551	332.40	33.24	65.82	431.44
55931295009	312171054	684277	FUTCH, SHARON	25017	HARKER LN	92551-2517	AURIC GLOBAL	11037 WARNER AVE NO 159	FOUNTAIN	92708	332.16	33.216	65.77	431.14
57888335001	312171051	684277	BROWN, VALENCIA	25047	HARKER LN	92551-2517	BROWN EDWARD	25047 HARKER LN	MORENO V	92551	332.64	33.26	65.86	431.76
73687275009	312171045	684277	JACKSON, THOMAS	25107	HARKER LN	92551-2523	ROSS LORA	25107 HARKER LN	MORENO V	92551	332.40	33.24	65.82	431.44
57295485007	312171044	684277	COCIO, ROSAMARIA	25117	HARKER LN	92551-2523	FERNANDEZ GERARDO	25117 HARKER LN	MORENO V	92557	255.18	25.518	50.53	331.22
66379115006	312171043	684277	AGUILAR, RICHARD	25127	HARKER LN	92551-2523	AGUILAR RICHARD E	25127 HARKER LN	MORENO V	92551	332.40	33.24	65.82	431.44
94847935006	312164031	684277	MURFITT, ALAN	25128	HARKER LN	92551-2522	VANCE BAKER ANNETTA	25128 HARKER LN	MORENO V	92551	332.64	33.26	65.86	431.76
31215635005	312171042	684277	BURNETT, KEVIN (OWNR)	25137	HARKER LN	92551-2523	BURNETT RAMONA M	25137 HARKER LN	MORENO V	92551	332.64	33.26	65.86	431.76
31286725007	312171041	684277	RIVAS, DIANA (RENT)	25147	HARKER LN	92551-2523	KIRMANI NELOFER	25147 HARKER LN	MORENO V	92551	255.40	25.54	50.57	331.50
62228425004	312171033	684277	MURILLO, ALFREDO (OWNR)	25227	HARKER LN	92551-2595	MURILLO ALFREDO	25227 HARKER LN	MORENO V	92551	255.40	25.54	50.57	331.50
31342595005	264174007	684277	PRECIADO, MARIA (RENT)	23141	HARLAND DR	92557-5407	TMSH PROP	319 E PALM DR STE D	PLACENTIA	92870	159.35	15.94	31.55	206.82
91498233008	264174008	684277	SIERRA, PHYLLIS	23153	HARLAND DR	92557-5407	HOLNESS RAY	10707 PARK RIM CIR	MORENO V	92557	172.28	17.23	34.11	223.60
31164035001	264174009	684277	LIZARRAGA, JEFFREY (RENT)	23165	HARLAND DR	92557-5407	DIAZ REBECCA T	23165 HARLAND DR	MORENO V	92557	227.00	22.70	44.95	294.64
31235545002	264174011	684277	LOPEZ, ANTONIO AND MARIA	23189	HARLAND DR	92557-5407	LOPEZ ANTONIO	23189 HARLAND DR	MORENO V	92557	155.18	15.518	30.73	201.42
57130135000	264172024	684277	FLORES, JORGE	23200	HARLAND DR	92557-5410	FLORES JORGE A	23200 HARLAND DR	MORENO V	92557	431.73	43.17	85.48	560.38
96553155001	264173002	684277	GONZALEZ, MIGUEL	23224	HARLAND DR	92557-5411	CONTRERAS VICTOR	23224 HARLAND DR	MORENO V	92557	63.96	6.40	12.66	83.02
82247965006	264254005	684277	ROSAS, JOHN (RENT)	23284	HARLAND DR	92557-5411	ROSAS KELLY F	23284 HARLAND DR	MORENO V	92557	255.29	25.53	50.55	331.36
97668415002	264253004	684277	SELDEN, ANITA AND ROBERT	23285	HARLAND DR	92557-5408	SELDEN ROBERT E	23285 HARLAND DR	MORENO V	92557	63.96	6.40	12.66	83.02
57321685009	264252019	684277	SOLORIO, RICHARD	23391	HARLAND DR	92557-5409	SOLORIO MARIA TERESA	23391 HARLAND DR	MORENO V	92557	255.29	25.53	50.55	331.36
31254685003	264254017	684277	WHIDBEE, ANGIE (RENT)	23424	HARLAND DR	92557-5412	MONTIJO JOE L	18785 HAWKHILL AVE	PERRIS CA	92570	326.72	32.67	64.69	424.08
95253603005	486035010	684277	GONZALEZ, JUAN (OWNR)	25865	HARRIET AVE	92551-1410	GONZALEZ JUAN	25865 HARRIET AVE	MORENO V	92551	63.96	6.40	12.66	83.02

91424985006	486021001	684277	OCHOA, JOSE AND ALJONDRA (OV	25906	HARRIET AVE	92551-7009	CASTELLON JOSE DE JESUS	25575 CATALEJO LN	MORENO V	92551	255.40	25.54	50.57	331.50
31470585006	486021004	684277	RON, LYDIA (RENT)	25944	HARRIET AVE	92551-7009	COLFIN AL CA 4	24682 DEL PRADO NO 200	DANA POIN	92629	171.76	17.176	34.01	222.94
31313905001	486025026	684277	VASQUEZ, AURORA	25959	HARRIET AVE	92551-7008	VAZQUEZ ALEJANDRO	25959 HARRIET AVE	MORENO V	92551	255.29	25.53	50.55	331.36
31516155006	486021006	684277	AMEZCUA, MARIA	25972	HARRIET AVE	92551-7009	FLORES OSWALDO	25972 HARRIET AVE	MORENO V	92551	255.29	25.53	50.55	331.36
31484355005	264301032	684277	LOPEZ, RONNY	11885	HARTLAND PL	92557-6102	LOPEZ RONNY	8381 15TH ST NO L4	WESTMINS	92683	210.78	21.078	41.73	273.58
88324385009	264301033	684277	DOOLAN, MARIA AND DANIEL (OV	11895	HARTLAND PL	92557-6102	DOOLAN MARIA ANGELICA	11895 HARTLAND PL	MORENO V	92557	219.11	21.911	43.38	284.4
94676753006	264301034	684277	ROLDAN, KATRINA (RENT)	11905	HARTLAND PL	92557-6102	MACIAS MARIA	11905 HARTLAND PL	MORENO V	92557	332.40	33.24	65.82	431.44
64924965002	264301037	684277	CUBA, WILFREDO AND OFELIA	11931	HARTLAND PL	92557-6102	CUBA OFELIA	11931 HARTLAND PL	MORENO V	92557	55.18	5.518	10.93	71.62
31554665000	264301039	684277	BATTLE, RAYMOND	11949	HARTLAND PL	92557-6102	BATTLE RAYMOND	11949 HARTLAND PL	MORENO V	92557	29.86	2.986	5.91	38.74
96183255006	474431003	684277	HUTCHINSON, TERRI	24260	HARVEST RD	92557-4021	PICKENS DWIGHT D	24260 HARVEST RD	MORENO V	92557	212.40	21.24	42.06	275.68
31447455001	474431009	684277	JACKSON, KINSEY	24271	HARVEST RD	92557-4047	JACKSON KINSEY L	24271 HARVEST RD	MORENO V	92557	332.40	33.24	65.82	431.44
51427995005	304501020	684277	SERRANO, RAMIRO AND ROSA (OV	27856	HASTINGS DR	92555-5745	SERRANO RAMIRO	27856 HASTINGS DR	MORENO V	92555	24.18	2.42	4.79	31.38
91036455009	482441015	684277	TEJEDA, SAMUEL	14075	HAUSTEEN CT	92553-6720	HERRERA VICTOR M	14075 HAUSTEEN CT	MORENO V	92553	255.40	25.54	50.57	331.50
49707095004	482441017	684277	GRAJEDA, ANGELA (RENT)	14103	HAUSTEEN CT	92553-6756	AVALOS SIMONA	14103 HAUSTEEN CT	MORENO V	92553	30.40	3.04	6.02	39.44
31410495001	312091037	684277	BARRON, KYMAR (OWNR)	16330	HAVENWOOD RD	92551-9200	BARRON KYMAR	16330 HAVENWOOD RD	MORENO V	92551	255.40	25.54	50.57	331.50
31412395008	312091032	684277	MANZO, ANITA	16380	HAVENWOOD RD	92551-9200	GARCIA JAZMIN E	16380 HAVENWOOD RD	MORENO V	92551	105.40	10.54	20.87	136.80
31408135001	312091031	684277	GARCIA, ANNETTE	16394	HAVENWOOD RD	92551-9200	BARBOSA VICTOR	8214 LAVENDER LN	RIVERSIDE	92508	255.40	25.54	50.57	331.50
31439595009	312082008	684277	MADDEN, DEMITRIUS	16407	HAVENWOOD RD	92551-9289	MADDEN JACQUELINE L	16407 HAVENWOOD RD	MORENO V	92551	255.29	25.53	50.55	331.36
94683553004	312091030	684277	ANGUIANO, ERIC A	16408	HAVENWOOD RD	92551-9290	GARCIA SIRIA	16408 HAVENWOOD RD	MORENO V	92551	326.45	32.65	64.64	423.72
91364815000	312082007	684277	SULLIVAN, ROBERT	16417	HAVENWOOD RD	92551-9220	DEEB RICHARD	2537 GLENBUSH CIR	CORONA C	92882	332.40	33.24	65.82	431.44
31244085000	312082003	684277	SINGLETON, CHERYL	16459	HAVENWOOD RD	92551-9220	SINGLETON PAUL	16459 HAVENWOOD RD	MORENO V	92551	332.40	33.24	65.82	431.44
98303525012	479501016	684277	LOVELACE, MARGARET (RENT)	25406	HAWKWOOD TRL	92557-7544	WEST CHRISTOPHER	25406 HAWKWOOD TR	MORENO V	92557	252.20	25.22	49.94	327.34
31244685005	479502005	684277	VASQUEZ, ANGELINA	25411	HAWKWOOD TRL	92557-7543	VASQUEZ ANGELINA	25411 HAWKWOOD TR	MORENO V	92557	53.90	5.39	10.67	69.96
96772305006	291631028	684277	DANIEL, CHRIS (RENT)	13402	HAWTHORN AVE	92553-6984	NICOLA FAYEZ F	1395 KIRKMICHAEL CIR	RIVERSIDE	92507	225.62	22.56	44.67	292.84
31273885001	291636020	684277	GORDILLO, YESENIA	13429	HAWTHORN AVE	92553-6985	GORDILLO YOLANDA	13429 HAWTHORN AVE	MORENO V	92553	255.40	25.54	50.57	331.50
93369415001	291636002	684277	KHAN, NAEEM	22321	HAWTHORN AVE	92553-6989	KHAN NAEEM	22321 HAWTHORN AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31597915007	291636004	684277	FERNANDEZ, VINCENT F	22349	HAWTHORN AVE	92553-6989	FERNANDEZ VINCENT ANTHONY	22349 HAWTHORN AVE	MORENO V	92553	154.90	15.49	30.67	201.06
97839385005	291636007	684277	LUTHY, HEATHER (RENT)	22393	HAWTHORN AVE	92553-6989	SILVERMAN SCOTT C	22393 HAWTHORN AVE	MORENO V	92553	109.70	10.97	21.72	142.38
93057365002	291636009	684277	MOE, TIMOTHY (RENT)	22411	HAWTHORN AVE	92553-6987	CHAU JACK CHUNGYEE	1884 S OAKGATE ST	MONTERE	91755	128.14	12.81	25.37	166.32
90849445009	291361024	684277	SALAZAR, CESAR (RENT)	22422	HAWTHORN AVE	92553-6986	GODINEZ VALERIA	12308 HYTHE ST	MORENO V	92557	110.00	11.00	21.78	142.78
90772083008	487302017	684277	RIVERA, LISA	26475	HAZELCREST CT	92555-2201	LAMBERT KEVIN L	26475 HAZELCREST CT	MORENO V	92555	255.18	25.518	50.53	331.22
64478295000	312082042	684277	CLAYBON, BEANIKA (RENT)	16427	HAZELWOOD CT	92551-9218	TRAN HA	23331 RIDGELINE RD	DIAMOND	91765	157.48	15.75	31.18	204.4
90627815001	260135007	684277	ROACH, PATRICIA	23760	HAZELWOOD DR	92557-3907	ROACH BRIGHAM KELLY JO	23760 HAZELWOOD DR	MORENO V	92557	271.49	27.15	53.76	352.38
58972285002	260142024	684277	FLORES, GUADALUPE	23869	HAZELWOOD DR	92557-3933	MARTINEZ SOLEDAD	23869 HAZELWOOD DR	MORENO V	92557	255.18	25.518	50.53	331.22
71254625007	260142017	684277	ARGOTE, DORA (RENT)	23939	HAZELWOOD DR	92557-3937	HOULE DEBRA LYNN	2002 COUNTRYHAVEN CT	ENCINITAS	92024	169.65	16.965	33.59	220.2
88689575005	260142016	684277	VELASCO, SANDRA	23949	HAZELWOOD DR	92557-3937	VELASCO SANDRA	23949 HAZELWOOD DR	MORENO V	92557	64.29	6.429	12.73	83.44
64179665006	481260053	684277	FRANCO, ARMANDO AND ANNA A	12820	HEACOCK ST	92553-3118	FRANCO ARMANDO	6339 CENTURY HILL DR	RIVERSIDE	92506	183.21	18.32	36.28	237.80
65398675009	479384013	684277	WHITFORD, DEBRA	12509	HEARTLEAF ST	92553-4761	WHITFORD ROBERT	12509 HEARTLEAF ST	MORENO V	92553	282.40	28.24	55.92	366.54
71996095004	479384015	684277	ALVAREZ, VIANEY (OWNR)	12529	HEARTLEAF ST	92553-4761	ALVAREZ VICTOR J	12529 HEARTLEAF ST	MORENO V	92553	332.40	33.24	65.82	431.44
62409155006	479384010	684277	TILLMAN, SHARRON	12534	HEARTLEAF ST	92553-4761	TILLMAN SHARRON R	12534 HEARTLEAF ST	MORENO V	92553	55.29	5.53	10.95	71.76
97109275006	479382011	684277	WILLFORD, KIMBERLY AND WILLIA	12682	HEARTLEAF ST	92553-4766	WEI AMY	3180 LOMBARDY RD	PASADENA	91107	191.77	19.18	37.97	248.90
31265525003	479381008	684277	PLAZOLA, FRANCISCO JAVIER	12721	HEARTLEAF ST	92553-1207	FEDERAL NATL MORTGAGE ASSN	1800 TAPO CANYON SV2202	SIMI VALLE	93063	229.78	22.98	45.50	298.24
87936925008	485072023	684277	HALL, KISHA	24659	HEATH CT	92551-4097	HALL DWAYNE	24659 HEATH CT	MORENO V	92551	255.29	25.53	50.55	331.36
31212395002	485072027	684277	FREGOSO, LOUIS AND CAROL	24680	HEATH CT	92551-4096	FREGOSO LOUIS	24680 HEATH CT	MORENO V	92551	255.29	25.53	50.55	331.36
31379305008	485072020	684277	LOPEZ, ALBERTO	24689	HEATH CT	92551-4097	LOPEZ ALBERTO	24689 HEATH CT	MORENO V	92551	167.04	16.70	33.07	216.80
31174005006	485072028	684277	GEORGE, MARIE	24690	HEATH CT	92551-4096	GEORGE MARIE	24690 HEATH CT	MORENO V	92551	255.29	25.53	50.55	331.36
92677925001	485072019	684277	JOHNSON, JOSEPH (OWNR)	24699	HEATH CT	92551-4097	JOHNSON ERNESTINE	24699 HEATH CT	MORENO V	92551	255.29	25.53	50.55	331.36
91399653009	485072029	684277	CRUMP, BILLY (RENT)	24700	HEATH CT	92551-4003	PHAM TAN VA	23 ASHGROVE RD	MARKHAM	0	223.90	22.39	44.33	290.62
69295295003	312095006	684277	CALDERON, ALFREDO (RENT)	16334	HEATHER GLEN RD	92551-9248	GAOUETTE MARK	P O BOX 1300	CHINO HIL	91709	255.40	25.54	50.57	331.50
95577375005	312095012	684277	DUARTE, SILMA AND DELFINIO	16382	HEATHER GLEN RD	92551-9250	ARGUETA DELFIDIO A DUARTE	16382 HEATHER GLEN RD	MORENO V	92551	68.14	6.81	13.49	88.44
60100235007	312094019	684277	AMIGO, OSVALDO	16405	HEATHER GLEN RD	92551-9251	AMIGO OSVALDO M	16405 HEATHER GLEN RD	MORENO V	92551	108.49	10.85	21.48	140.82
91601943008	312095015	684277	HAWKINS, HOLLY (RENT)	16406	HEATHER GLEN RD	92551-9250	NOVAK KAREL	P O BOX 6599	LA QUINTA	92248	28.78	2.878	5.70	37.34
86257805005	312095016	684277	GOMEZ, TERESA (RENT)	16414	HEATHER GLEN RD	92551-9250	IKPA UDUMA	13862 SAN ANTONIO AVE	CHINO CA	91710	187.22	18.722	37.07	243
48647715003	312095017	684277	GATHRIGHT, REGINALD	16422	HEATHER GLEN RD	92551-9250	SPRINGER GERTRUDE	16422 HEATHER GLEN RD	MORENO V	92551	255.29	25.53	50.55	331.36
93070895004	312103018	684277	BROWN, AUDREY (RENT)	16490	HEATHER GLEN RD	92551-9252	LE TRAM ANH	16490 HEATHER GLEN RD	MORENO V	92551	255.40	25.54	50.57	331.50
62249865007	482611019	684277	HOPKINS, MARIA	24770	HEIL DR	92553-5877	PHILLIPS MARIA ROBERTA	24770 HEIL DR	MORENO V	92553	255.40	25.54	50.57	331.50
91307573009	482612002	684277	GILSON, VALERIE L	24811	HEIL DR	92553-5847	GILSON KENNETH E	24811 HEIL DR	MORENO V	92553	63.96	6.40	12.66	83.02
31547885008	482612003	684277	REBOLLEDO, FRANK	24823	HEIL DR	92553-5847	REBOLLEDO FRANCISCO J	24823 HEIL DR	MORENO V	92553	255.29	25.53	50.55	331.36
31396705008	482612005	684277	KENNEDY, HEATHER (RENT)	24845	HEIL DR	92553-5847	NGUYEN TED B	5102 OAKFIELD AVE	SANTA AN	92703	252.98	25.30	50.09	328.36
98535173002	482614012	684277	ALPIVAR, GEORGE A	24916	HEIL DR	92553-5868	ALPIZAR GEORGE A	24916 HEIL DR	MORENO V	92553	255.29	25.53	50.55	331.36
31117905006	482614014	684277	DOUTHIT, CINDY	24944	HEIL DR	92553-5868	FAIR CARL	24944 HEIL DR	MORENO V	92553	332.40	33.24	65.82	431.44
31639775006	482612019	684277	MANUEL, MINKO (RENT)	24959	HEIL DR	92553-5867	NGUYEN TED B	24959 HEIL DR	MORENO V	92553	63.96	6.40	12.66	83.02
80777425008	487111023	684277	MURILLO, SANDRA	26370	HELENE DR	92555-1875	PALOMAREZ MICHAEL	26370 HELENE DR	MORENO V	92555	255.29	25.53	50.55	331.36
1.01927E+11	487111025	684277	EDMONDS, LISA	26385	HELENE DR	92555-1875	S D N & O PRINCIPAL DATA MGMT ANA	25920 IRIS AVE STE 13A	MORENO V	92551	255.29	25.53	50.55	331.36
31429565006	487111030	684277	GARLAND, MARA (RENT)	26435	HELENE DR	92555-1877	LE MICHAEL	12536 FARMBOROUGH CT	MIRA LOM	91752	255.40	25.54	50.57	331.50

31283395003	260340016	684277	JOHNSON, ROBERT	23749	HELIOTROPE WAY	92557-2858	JOHNSON ROBERT B	23749 HELIOTROPE WAY	MORENO V	92557	332.40	33.24	65.82	431.44
96315535006	260340018	684277	JACKSON, DAVID	23769	HELIOTROPE WAY	92557-2858	JACKSON DAVID	23769 HELIOTROPE WAY	MORENO V	92557	409.51	40.95	81.08	531.54
31575615006	482600050	684277	RAMOS, JUAN (OWNR)	13291	HELMSDALE ST	92553-6217	RAMOS JUAN H	13291 HELMSDALE ST	MORENO V	92553	255.40	25.54	50.57	331.50
31062895009	482572025	684277	PENALOZA, PABLO	13322	HELMSDALE ST	92553-3311	OREGON PABLO PENALOZA	13322 HELMSDALE ST	MORENO V	92553	61.27	6.13	12.13	79.52
31579025002	482572026	684277	CARREON, MARIA	13328	HELMSDALE ST	92553-3311	CARREON JOSE	13328 HELMSDALE ST	MORENO V	92553	255.29	25.53	50.55	331.36
31481025001	482572029	684277	CERVANTES, MIGUEL	13350	HELMSDALE ST	92553-3311	CERVANTES MIGUEL	13350 HELMSDALE ST	MORENO V	92553	205.29	20.53	40.65	266.46
31322725000	292221006	684277	TUTTLE, MICHAEL	23621	HEMLOCK AVE	92557-8206	TUTTLE SATSUKI O	23621 HEMLOCK AVE	MORENO V	92557	255.29	25.53	50.55	331.36
31563225004	292212011	684277	RAMJATTAN, DOREEN	23634	HEMLOCK AVE	92557-7135	RAMJATTAN VERNON	23634 HEMLOCK AVE	MORENO V	92557	255.29	25.53	50.55	331.36
92649335004	292221007	684277	HASCOM, RICHARD	23635	HEMLOCK AVE	92557-8206	HANSCOM RICHARD L	23635 HEMLOCK AVE	MORENO V	92557	319.43	31.94	63.25	414.62
96759375008	292181002	684277	LIONGSON, RIGOBERTO A	23798	HEMLOCK AVE	92557-7138	CANTU HORTENCIA	23798 HEMLOCK AVE	MORENO V	92557	255.29	25.53	50.55	331.36
74888585007	292181003	684277	WEATHERMAN, ERIC	23838	HEMLOCK AVE	92557-7138	SMITH JOHN CHARLES	23838 HEMLOCK AVE	MORENO V	92557	255.40	25.54	50.57	331.50
96764445004	292181008	684277	SOTELO, MAYRA	23848	HEMLOCK AVE	92557-7143	STONE BUD	177 KNOX CT	RIVERSIDE	92507	274.47	27.45	54.35	356.26
73456335007	292181009	684277	FRIAS, FRANKIE (RENT)	23854	HEMLOCK AVE	92557-7143	STONE BUD	177 KNOX CT	RIVERSIDE	92507	508.49	50.85	100.68	660.02
95341795008	292181018	684277	TORRES, TRANSITO	23890	HEMLOCK AVE	92557-7143	BALLADARES JORGE	23890 HEMLOCK AVE	MORENO V	92557	255.29	25.53	50.55	331.36
96778945009	292181019	684277	PEREZ, EDITH (RENT)	23906	HEMLOCK AVE	92557-7143	MARSHALL RESIDENTIAL PROP	14305 CORPORATE WAY	MORENO V	92553	212.98	21.30	42.17	276.44
92574355009	481090031	684277	PATCHEN, LONNIE	24513	HEMLOCK AVE	92557-7302	PATCHEN HELEN G	24513 HEMLOCK AVE	MORENO V	92555	266.76	26.68	52.82	346.24
82095485000	481312034	684277	PEREZ, ELVIA	24523	HEMLOCK AVE	92557-7362	PEREZ ALBERTO C	24523 HEMLOCK AVE	MORENO V	92557	255.29	25.53	50.55	331.36
97441555004	481064008	684277	HERNANDEZ, CAROLINA	24528	HEMLOCK AVE	92557-7301	CASTANEDA RUDI	24528 HEMLOCK AVE	MORENO V	92557	255.40	25.54	50.57	331.50
93906383006	481064009	684277	THOMAS, LOLA	24548	HEMLOCK AVE	92557-7301	THOMAS LOLA M ESTATE OF	24548 HEMLOCK AVE	MORENO V	92557	255.29	25.53	50.55	331.36
73399755000	481312030	684277	MEJIA, TONY (OWNR)	24565	HEMLOCK AVE	92557-7362	MEJIA ANTONIO	27265 OCEAN DUNES	MORENO V	92555	255.40	25.54	50.57	331.50
81487095002	481064020	684277	VODEGAL, CHRISTAL (RENT)	24710	HEMLOCK AVE	92557-7308	GREER JONATHAN	9921 MICHAEL WAY	MORENO V	92557	255.40	25.54	50.57	331.50
31197205005	481322009	684277	OSBORN, DOUGLAS AND CHRISTIN	24777	HEMLOCK AVE	92557-7376	OSBORN DOUGLAS E	24777 HEMLOCK AVE	MORENO V	92557	432.06	43.206	85.55	560.8
94692195001	479300004	684277	WALKER, ROBERT	25201	HEMLOCK AVE	92557-7520	WALKER ROBERT E	25201 HEMLOCK AVE	MORENO V	92557	128.03	12.80	25.35	166.18
89000005004	479663032	684277	WINSTON, NICHOLE (RENT)	25212	HEMLOCK AVE	92557-7519	BOYKIN MAE ETHEL	25212 HEMLOCK AVE	MORENO V	92557	259.55	25.96	51.39	336.88
31331175006	479312014	684277	O'QUINN, PAMELA (RENT)	25429	HEMLOCK AVE	92557-7523	LOUDEN	620 NEWPORT CTR DR 8TH FL	NEWPORT	92660	289.50	28.95	57.32	375.76
31461965005	479312011	684277	TUCKER, LEE	25459	HEMLOCK AVE	92557-7523	FRIESEN JON	25459 HEMLOCK AVE	MORENO V	92557	255.29	25.53	50.55	331.36
31497185003	479312009	684277	BOWEN, MYESHA	25481	HEMLOCK AVE	92557-7523	MENIEFIELD DONNA M	25481 HEMLOCK AVE	MORENO V	92557	255.29	25.53	50.55	331.36
56012535007	487140021	684277	AVILA, ANA	26256	HEMLOCK AVE	92555-2018	AVILA ISIDRO	26256 HEMLOCK AVE	MORENO V	92555	332.64	33.26	65.86	431.76
89235643002	488270018	684277	FERRER, MARIA	28131	HEMLOCK AVE	92555-5433	HARRIS JOHN CRAIG	28131 HEMLOCK AVE	MORENO V	92555	255.40	25.54	50.57	331.50
1.00248E+11	488241010	684277	BAILEY, ROBERT (OWNR)	28160	HEMLOCK AVE	92555-5412	BAILEY ROBERT L	28160 HEMLOCK AVE	MORENO V	92555	35.29	3.53	6.99	45.80
90781803008	488281008	684277	PORTER, SARA	28299	HEMLOCK AVE	92555-5413	PORTER SARA	28299 HEMLOCK AVE	MORENO V	92555	255.29	25.53	50.55	331.36
70049205000	479341029	684277	CHICAS, GUSTAVO (RENT) APTS	24819	HEMLOCK AVE UNIT B	92557-7374	SANCHEZ CELICA J	25213 TODD DR	MORENO V	92553	34.16	3.416	6.76	44.32
31268605000	479670026	684277	MONROY, JULIO	25280	HENRY CT	92553-5415	MONROY JULIO	25280 HENRY CT	MORENO V	92553	255.29	25.53	50.55	331.36
31304895002	479670021	684277	WHITE, GREGORY (RENT)	25329	HENRY CT	92553-5415	U S BANK NATL ASSN	10790 RANCHO BERNARDO RD	SAN DIEGO	92127	246.91	24.69	48.89	320.48
31267825006	291411008	684277	CHANEY, JAMES	12101	HERITAGE DR	92557-6850	CHANEY JAMES EDWARD	12101 HERITAGE DR	MORENO V	92557	255.29	25.53	50.55	331.36
31593795001	291431004	684277	MEDINA, MIGUEL ANGEL	12239	HERITAGE DR	92557-6813	MEDINA MIGUEL ANGEL	12239 HERITAGE DR	MORENO V	92557	105.29	10.53	20.85	136.66
51356305001	291432013	684277	BLACK, EUGENE	12246	HERITAGE DR	92557-6814	BLACK EUGENE	12246 HERITAGE DR	MORENO V	92557	255.29	25.53	50.55	331.36
31342785005	291432008	684277	PEREZ, ADALBERTO AND ELSA	12306	HERITAGE DR	92557-6852	PEREZ ADALBERTO	12306 HERITAGE DR	MORENO V	92557	292.47	29.25	57.91	379.62
88689675004	473230003	684277	KRAUSE, MARIA ELENA	11187	HERMINIA CT	92555-6569	KRAUSE MARIA ELENA	11187 HERMINIA CT	MORENO V	92555	63.96	6.40	12.66	83.02
90441803009	473230007	684277	GONZALES, MARTIN	11214	HERMINIA CT	92555-6503	GARCIA JORGE G	11214 HERMINIA CT	MORENO V	92555	332.40	33.24	65.82	431.44
51818855004	485134005	684277	SNOOK, CHERYL	15391	HERNE CT	92551-4075	SNOOK WAYNE	15391 HERNE CT	MORENO V	92551	255.29	25.53	50.55	331.36
94430515009	485133016	684277	HUERTA, LEONARDO	15466	HERNE CT	92551-4050	HUERTA LEONARDO	15466 HERNE CT	MORENO V	92551	255.29	25.53	50.55	331.36
31365685007	482141005	684277	MARTIN, VICTOR AND DEBORAH S	13284	HIAWATHA LN	92553-3890	MARTIN VICTOR D	13284 HIAWATHA LN	MORENO V	92553	361.31	36.13	71.54	468.98
63990815006	482141004	684277	GAMONT, LYDIA	13292	HIAWATHA LN	92553-3890	GAMONT LYDIA YVONNE	13292 HIAWATHA LN	MORENO V	92553	128.14	12.81	25.37	166.32
31188215002	482141001	684277	COCO, JOHN	13332	HIAWATHA LN	92553-3825	ALDAHHAN ABDULMAJID A	P O BOX 460055	ESCONDID	92046	222.16	22.22	43.99	288.36
63020755004	482152015	684277	SINGLETON, TRACY	13366	HIAWATHA LN	92553-3879	SINGLETON PAUL	13404 HIAWATHA LN	MORENO V	92553	412.04	41.20	81.58	534.82
51352675002	482152013	684277	SINGLETON, MARCELA SEE NOTES	13404	HIAWATHA LN	92553-3826	SINGLETON MARCELLA	13404 HIAWATHA LN	MORENO V	92553	486.62	48.66	96.35	631.62
84524555002	482152003	684277	ZUNIGA, JENNIFER	13417	HIAWATHA LN	92553-3891	ARCOS JUAN DANIEL	13417 HIAWATHA LN	MORENO V	92553	255.40	25.54	50.57	331.50
97082845005	482152012	684277	RUIZ, JOSE	13420	HIAWATHA LN	92553-3826	RUIZ JOSE R	13420 HIAWATHA LN	MORENO V	92553	255.29	25.53	50.55	331.36
55037595002	947661021	684277	MCGEE, PRICILLA (OWNR)	13439	HIAWATHA LN	92553-3891	CANTU HOMER CRUZ	24054 CROWNED PARTRIDGE LN	MORENO V	92562	328.95	32.90	65.13	426.96
31469725009	482152009	684277	GREY, KATHLENE	13448	HIAWATHA LN	92553-3826	GREY KATHLEEN M	13448 HIAWATHA LN	MORENO V	92553	255.40	25.54	50.57	331.50
95199835002	482152008	684277	MUNOZ, MIDEY AND LESLIE	13458	HIAWATHA LN	92553-3826	MUNOZ LESLIE Z	13458 HIAWATHA LN	MORENO V	92553	255.29	25.53	50.55	331.36
91499343003	291620022	684277	WHITE, MARLON AND BRIDGET	13338	HICKORY WAY	92553-6936	LIU FEI	7374 WAKE FOREST DR	CORONA (	92880	191.77	19.18	37.97	248.90
60126265005	484051017	684277	WUENCE, ANTONIO	14220	HIGH NOON CT	92553-4486	WUENCE ANTONIO	14220 HIGH NOON CT	MORENO V	92553	255.40	25.54	50.57	331.50
90952655006	473210007	684277	JOHNSON, JOHN AND JANE	29100	HIGHLAND BLVD	92555-6507	JOHNSON JOHN FAMILY TRUST	29100 HIGHLAND BLV	MORENO V	92555	332.40	33.24	65.82	431.44
31372065003	473210012	684277	MARES, SUSAN	29122	HIGHLAND BLVD	92555-6507	MARES RICHARD S	29122 HIGHLAND BLV	MORENO V	92555	213.56	21.356	42.28	277.2
31196395007	304070051	684277	GJELHAUG, CARL (RENT)	28509	HIGHPOINT AVE	92555-7000	DEFOY WALTER E	28509 HIGHPOINT AVE	MORENO V	92555	63.63	6.363	12.60	82.58
97061245006	304070055	684277	BRUNO, JULIUS	28540	HIGHPOINT AVE	92555-7000	BRUNO JULIUS	28540 HIGHPOINT AVE	MORENO V	92555	191.66	19.17	37.95	248.76
94980555004	304070046	684277	DAPHIN, ALLAN (RENTR)	28559	HIGHPOINT AVE	92555-7000	ROUSSIN RICK	11485 AWENITA	CHATSWO	91311	128.14	12.81	25.37	166.32
31200935004	304070007	684277	ROCHA, EFRAIN (OWNR)	28620	HIGHPOINT AVE	92555-7004	ROCHA EFRAIN	28620 HIGHPOINT AVE	MORENO V	92555	255.40	25.54	50.57	331.50
31497505006	304070022	684277	BRANDON, THOMAS	28631	HIGHPOINT AVE	92555-7002	BRANDON THOMAS R	28631 HIGHPOINT AVE	MORENO V	92555	255.29	25.53	50.55	331.36
31498685006	304070010	684277	BROOKS, AUDREY	28652	HIGHPOINT AVE	92555-7004	BROOKS AUDREY D	28652 HIGHPOINT AVE	MORENO V	92555	255.29	25.53	50.55	331.36
59691175000	304070026	684277	PETTITT, LYNNE	28671	HIGHPOINT AVE	92555-7002	PETTITT LEROY E	28671 HIGHPOINT AVE	MORENO V	92555	332.40	33.24	65.82	431.44
31052895007	316083027	684277	BUTLER, DANIEL	24781	HIGHWOOD ST	92551-7224	BUTLER DANIEL	24781 HIGHWOOD ST	MORENO V	92551	332.40	33.24	65.82	431.44
95952015006	316092005	684277	ROBERTS, FREDRICK	24898	HIGHWOOD ST	92551-7223	ROBERTS FREDRICK	24898 HIGHWOOD ST	MORENO V	92551	191.66	19.17	37.95	248.76

93987285007	485195010	684277	DOSSANTOS, ANEMARI	24298	HILDA CT	92551-6953	BASURTO NICOLASA SANCHEZ	24298 HILDA CT	MORENO V	92551	332.40	33.24	65.82	431.44
86681323007	485195026	684277	JAMES, BERNADETTE	24305	HILDA CT	92551-6913	JAMES JESSE W	25768 LA SALINA PL	MORENO V	92551	255.29	25.53	50.55	331.36
31452035000	485195013	684277	RUSSELL, JAMISHA (OWNR)	24324	HILDA CT	92551-6912	RUSSELL JAMISHA	12510 DAY ST STE A	MORENO V	92553	255.18	25.518	50.53	331.22
97094675006	485195021	684277	OUTLAW, INGRID (OWNR)	24351	HILDA CT	92551-6913	ALEX KEITH I	24351 HILDA CT	MORENO V	92551	255.40	25.54	50.57	331.50
31326495009	263180030	684277	JAIN, RAVI ETUX	13346	HILDEGARDE ST	92553-8168	JAIN SATISH K	2044 SANTA ANITA AVE	PLACENTIA	92870	255.29	25.53	50.55	331.36
31465995000	263180035	684277	McCRAY Jr, LEE	13377	HILDEGARDE ST	92553-8168	MCCRAY LEE	13377 HILDEGARDE ST	MORENO V	92553	63.96	6.40	12.66	83.02
31339105004	263180036	684277	DONOVAN, MONICA	13389	HILDEGARDE ST	92553-8168	DELUNEY GERALD C	3760 MCKINLEY ST	CORONA (	92879	255.18	25.518	50.53	331.22
31313525001	263180024	684277	ARREGUIN JR, FLORENTINO	13420	HILDEGARDE ST	92553-8167	ARREGUIN FLORENTINO	13420 HILDEGARDE ST	MORENO V	92553	255.40	25.54	50.57	331.50
97639395007	263180040	684277	MACEDO, ENEDINA	13431	HILDEGARDE ST	92553-8166	CASTILLO LORENZO	13431 HILDEGARDE ST	MORENO V	92553	255.29	25.53	50.55	331.36
95934635004	263180044	684277	HUERTA, CYNTHIA	13477	HILDEGARDE ST	92553-8166	NIETO CYNTHIA	13477 HILDEGARDE ST	MORENO V	92553	255.29	25.53	50.55	331.36
31208355008	263180045	684277	CABALLERO, MANUEL	13491	HILDEGARDE ST	92553-8166	CABALLERO MANUEL	13491 HILDEGARDE ST	MORENO V	92553	255.29	25.53	50.55	331.36
95348375001	474513012	684277	JOHNSON, TIFFANY	10557	HILL GRASS DR	92557-4123	JOHNSON NICHOLAS	10557 HILL GRASS DR	MORENO V	92557	255.29	25.53	50.55	331.36
31541755008	474512013	684277	GODOY, PATRICIA	10610	HILL GRASS DR	92557-4100	BANK OF NEW YORK MELLON	1757 TAPO CANYON RD SVW88	SIMI VALLE	93063	255.29	25.53	50.55	331.36
31255155001	304052008	684277	RIVERA, CASSIE	28305	HILLSDALE AVE	92555-6209	MORENO RICHARD	28305 HILLSDALE AVE	MORENO V	92555	125.40	12.54	24.83	162.76
94677565004	475160010	684277	GRACIANO, LORENZO (TENANT)	24706	HILTON DR	92557-5636	LEE CHEN SHI	24706 HILTON DR	MORENO V	92557	123.21	12.32	24.40	159.92
31326775000	488230010	684277	BURDINE, NATASHA	12057	HINSON ST	92555-5408	TENORIO RICHARD	12057 HINSON ST	MORENO V	92555	318.20	31.82	63.00	413.02
93802785003	488240008	684277	CROUCH, LEONARD (OWN)	12221	HINSON ST	92555-5415	CROUCH LEONARD D	12221 HINSON ST	MORENO V	92555	332.16	33.216	65.77	431.14
31060625007	308362048	684277	CANTRELL, KARLYN	15604	HITCHING POST ST	92555-2940	CANTRELL BRANDON	15604 HITCHING POST ST	MORENO V	92555	255.40	25.54	50.57	331.50
49200725008	308363001	684277	TURNER, GREG (RENT)	15609	HITCHING POST ST	92555-2941	MUNEERUDDIN KHAJA	462 BOYNTON AVE NO 814	SAN JOSE	95117	128.14	12.81	25.37	166.32
61349335008	482572036	684277	CANTOR, VERONICA	13341	HOLBECK CT	92553-6215	AURIC GLOBAL	11037 WARNER AVE NO 159	FOUNTAIN	92708	255.29	25.53	50.55	331.36
93941405009	482572042	684277	SANDOVAL, LORENZA	13352	HOLBECK CT	92553-6215	SANDOVAL MANUEL C	13352 HOLBECK CT	MORENO V	92553	75.29	7.53	14.91	97.72
31441235001	482572032	684277	DAO, DAN (OWNR)	13365	HOLBECK CT	92553-6215	DAO DAN	13365 HOLBECK CT	MORENO V	92553	255.40	25.54	50.57	331.50
94916053003	479555001	684277	HEAD, JEROME	25858	HOLLYBERRY LN	92553-4732	HEAD JEROME	25858 HOLLYBERRY LN	MORENO V	92553	332.40	33.24	65.82	431.44
72627165009	479554013	684277	NIETO, JOE	25859	HOLLYBERRY LN	92553-4733	NIETO JOE M	25859 HOLLYBERRY LN	MORENO V	92553	220.29	22.03	43.62	285.92
94313585002	479554011	684277	MUNDT, GEORGE	25883	HOLLYBERRY LN	92553-4733	SOLAAS SHERMAN	138 MARINE VIEW DR	KETCHIKAN	99901	255.29	25.53	50.55	331.36
31483645007	479554010	684277	WELCH JR, AFRED	25895	HOLLYBERRY LN	92553-4733	WELCH ALFRED W	25895 HOLLYBERRY LN	MORENO V	92553	255.29	25.53	50.55	331.36
89011613003	479555005	684277	REZA, DARLENE	25908	HOLLYBERRY LN	92553-1208	REYES RUBEN	12918 WINTER BERRY WAY	MORENO V	92553	255.29	25.53	50.55	331.36
31518395002	479554008	684277	CRAIG JR, WILLIAM D (RENT)	25919	HOLLYBERRY LN	92553-1208	TRP FUND II	180 NEWPORT CENTER NO 230	NEWPORT	92660	255.29	25.53	50.55	331.36
97778125000	312181002	684277	TRAN, TONY (OWNR)	16768	HOLLYHOCK DR	92551-2552	TRAN TONY HUNG	17819 JOSHUA CIR	FOUNTAIN	92708	255.40	25.54	50.57	331.50
31373985008	312184012	684277	RAMIREZ, GERARDO AND SARA (R	16815	HOLLYHOCK DR	92551-2553	MELGAREJO FRANCISCO	16815 HOLLYHOCK DR	MORENO V	92551	63.85	6.385	12.64	82.86
97082235004	312181006	684277	RUFF, MICHELLE	16816	HOLLYHOCK DR	92551-2578	CHEN YUAN TING	31258 RED BRIDGE RD	MURRIETA	92563	255.40	25.54	50.57	331.50
55571545001	312184011	684277	BROWN, STEFANEY	16827	HOLLYHOCK DR	92551-2553	DEGASTELUM RAMONA OSUNA	16827 HOLLYHOCK DR	MORENO V	92551	255.40	25.54	50.57	331.50
65098965004	312182001	684277	SWAIN, CHRISTOPHER (RENT)	16864	HOLLYHOCK DR	92551-2577	LI MARK	5616 NOEL DR	TEMPLE CI	91780	99.70	9.97	19.74	129.4
31568255006	312184005	684277	PRICE, KEISHA	16899	HOLLYHOCK DR	92551-2555	PRICE KEYCHRAW L	16899 HOLLYHOCK DR	MORENO V	92551	332.40	33.24	65.82	431.44
31052135007	312182004	684277	SOUTHERLAND, BEATRIZ	16900	HOLLYHOCK DR	92551-2554	MATURINO ANDRES	16900 HOLLYHOCK DR	MORENO V	92551	400.42	40.04	79.28	519.74
95813595008	312182007	684277	ROBINSON, PAULINE	16936	HOLLYHOCK DR	92551-2554	DOAN MY	16936 HOLLYHOCK DR	MORENO V	92551	155.40	15.54	30.77	201.70
74733945000	312184001	684277	BATES, ROMAINE	16947	HOLLYHOCK DR	92551-2576	SALEEB EVA S	2542 TUSCANY WAY	FULLERTO	92835	255.40	25.54	50.57	331.50
95780835009	308521002	684277	CASTILLO, MARICELA (RENT)	26087	HOLSTEIN DR	92555-3375	SHAH SALEEM	26087 HOLSTEIN DR	MORENO V	92555	125.12	12.51	24.77	162.40
86798883001	308522028	684277	WATSON, DANITA (OWNR)	26106	HOLSTEIN DR	92555-3375	WATSON DAVID	26106 HOLSTEIN DR	MORENO V	92555	191.77	19.18	37.97	248.90
31142015001	308522029	684277	OCHOA, CATHY (RENT)	26118	HOLSTEIN DR	92555-3375	VAZQUEZ ANDREA	P O BOX 4106	WESTMINS	92684	226.94	22.69	44.93	294.56
97968313007	487450032	684277	PORTER, LISA	26966	HOMEROOM CT	92555-3717	SALUDARES CONSTANTE JOSE	27529 MURRIETA OAKS AVE	MURRIETA	92562	255.29	25.53	50.55	331.36
84610195005	482461015	684277	RINCON, JOSE (OWNR)	14146	HOMESTEAD DR	92553-3967	RINCON JOSE	14146 HOMESTEAD DR	MORENO V	92553	255.29	25.53	50.55	331.36
31394545007	482461010	684277	ANSLEY, ROSIA	14195	HOMESTEAD DR	92553-3967	ANSLEY LARRY MARTIN	14195 HOMESTEAD DR	MORENO V	92553	332.40	33.24	65.82	431.44
31070725005	482461020	684277	TYSON, TASHEENA (OWNR)	14228	HOMESTEAD DR	92553-3966	LAM VINNY DUC	4503 IVAR AVE	ROSEMEAD	91770	255.40	25.54	50.57	331.50
53309005001	482453001	684277	ROBLES, MARIA	14255	HOMESTEAD DR	92553-3966	ROBLES RAMIRO	14255 HOMESTEAD DR	MORENO V	92553	255.29	25.53	50.55	331.36
31383065000	482453009	684277	ENOTH, CHERYL (RENT)	14323	HOMESTEAD DR	92553-3977	JOHNSON RICHARD J	151 4TH ST	NAZARETH	18064	28.14	2.81	5.57	36.52
31401545000	264204010	684277	GODOY, KARLA	11550	HONEY HOLLOW	92557-5416	GODOY CARLOS A	11550 HONEY HOLLOW	MORENO V	92557	191.55	19.155	37.93	248.62
96764425008	264202004	684277	BUTLER, KENYA (RENT)	11565	HONEY HOLLOW	92557-5417	URIAS JOSEPH RICHARD	11565 HONEY HOLLOW	MORENO V	92557	255.18	25.518	50.53	331.22
96764415000	264204013	684277	WILSON, MIRIAM	11592	HONEY HOLLOW	92557-5416	WILSON CHAD H	11592 HONEY HOLLOW	MORENO V	92557	255.29	25.53	50.55	331.36
61464845008	264204014	684277	REYES, JOSE (RENT)	11604	HONEY HOLLOW	92557-5416	NGUYEN CINDY	10221 MORNINGSIDE DR	GARDEN G	92843	226.37	22.64	44.82	293.82
88710543006	264193006	684277	FLORES, ALEJANDRA (OWNR)	11678	HONEY HOLLOW	92557-6103	FLORES ALEJANDRA	11678 HONEY HOLLOW	MORENO V	92557	332.40	33.24	65.82	431.44
31076375005	264193011	684277	BUTLER, SHARON AND TAJI	11738	HONEY HOLLOW	92557-6166	BUTLER SHARON	438 W CALDWELL ST	COMPTON	90220	255.29	25.53	50.55	331.36
98269345013	264164009	684277	CARRERA, SAUL AND MARIA (OWI	11800	HONEY HOLLOW	92557-6106	CARRERA SAUL C	P O BOX 70446	RIVERSIDE	92513	255.29	25.53	50.55	331.36
31537325007	264164008	684277	BIRCHESS, MARCELA	11808	HONEY HOLLOW	92557-6106	BIRCHEFF MARCELA	11808 HONEY HOLLOW	MORENO V	92557	255.29	25.53	50.55	331.36
71905765004	264163010	684277	PONCE, ISMAEL AND MARIA ELEN	11861	HONEY HOLLOW	92557-6107	PONCE ISMAEL	11861 HONEY HOLLOW	MORENO V	92557	255.29	25.53	50.55	331.36
99015723009	264153023	684277	GARCIA, REGINA (RENT)	11921	HONEY HOLLOW	92557-6107	JIANG & KANG REALTY	445 ROSEMARIE DR	ARCADIA (	91007	260.89	26.09	51.66	338.62
31605245009	264152017	684277	METOYER, TYSHEONA (RENT)	11922	HONEY HOLLOW	92557-6108	HOME EXPO FINANCIAL INC	P O BOX 9818	MORENO V	92552	255.40	25.54	50.57	331.50
31591815001	264153024	684277	HAMILTON, KIMBERLY (RENT)	11929	HONEY HOLLOW	92557-6107	PAREDES JOSE W	951 TAMBORA ST NW	ALBUQUER	87120	191.55	19.155	37.93	248.62
92248295003	264152016	684277	LONG, WENDY (OWNR)	11930	HONEY HOLLOW	92557-6108	HOA DAN	11930 HONEY HOLLOW	MORENO V	92557	319.03	31.90	63.17	414.10
72847015005	264152015	684277	JOHNSTON, TINA	11938	HONEY HOLLOW	92557-6108	MARTINEZ ERICK	11938 HONEY HOLLOW	MORENO V	92557	255.29	25.53	50.55	331.36
56773245005	264153026	684277	LOREDO, TITO R	11941	HONEY HOLLOW	92557-6107	LOREDO TITO	11941 HONEY HOLLOW	MORENO V	92557	255.29	25.53	50.55	331.36
91556055000	264153027	684277	GIRON, VICTOR	11947	HONEY HOLLOW	92557-6107	GIRON VICTOR	9554 N IRONWOOD	RIALTO CA	92376	191.77	19.18	37.97	248.90
85153705008	486513001	684277	BAYLARK, CARMEN	27297	HONEY SCENTED RD	92555-4752	BAYLARK JAMES P	27297 HONEY SCENTED RD	MORENO V	92555	255.18	25.518	50.53	331.22
92221695006	486513002	684277	LIPATA, MYRNA	27313	HONEY SCENTED RD	92555-4752	LIPATA MYRNA R	27313 HONEY SCENTED RD	MORENO V	92555	255.29	25.53	50.55	331.36
86849625007	486512012	684277	MAKAU, JAMES (OWNR)	27384	HONEY SCENTED RD	92555-4753	MAKAU JAMES	27384 HONEY SCENTED RD	MORENO V	92555	474.76	47.48	94.00	616.22

86235193009	486513009	684277	THOMAS, ANDREA (RENT)	27423	HONEY SCENTED RD	92555-4753	SHIBATA INV INC	56 GREENMOOR	IRVINE CA	92614	255.40	25.54	50.57	331.50
71680845007	291582026	684277	DOUGLAS, SYLVIA (RENT)	13096	HONEYLOCUST AVE	92553-6920	TAN XIANGDONG	11120 MATTHEWS DR	TUSTIN CA	92782	332.64	33.26	65.86	431.76
31507915006	481342002	684277	SWOBODA, ROBERT	12074	HONEYSUCKLE CT	92557-7847	SWOBODA CAROLE	6735 ROANOAK PL	RIVERSIDE	92506	63.96	6.40	12.66	83.02
91989175008	487440019	684277	WORTMAN, JANELLE L	26830	HONORS WAY	92555-3725	WORTMAN JANELLE L	26830 HONORS WAY	MORENO V	92555	289.81	28.98	57.38	376.16
60413085005	487450016	684277	AGUIRRE, ARTURO	26925	HONORS WAY	92555-3724	LU CUI PING	26925 HONORS WAY	MORENO V	92555	255.29	25.53	50.55	331.36
96863655009	487450015	684277	COPELAND, WANDA	26937	HONORS WAY	92555-3724	COPELAND WANDA L JONES	26937 HONORS WAY	MORENO V	92555	255.29	25.53	50.55	331.36
98251845016	487450014	684277	PRADO, STEVE	26949	HONORS WAY	92555-3724	PRADO ROBERT	26949 HONORS WAY	MORENO V	92555	255.29	25.53	50.55	331.36
81189375005	486361009	684277	BRADFORD, MICHELLE (RENT)	25600	HORADO LN	92551-1982	TRAN PHUONG HUE	1617 AZALEA DR	ALHAMBRA	91801	332.64	33.26	65.86	431.76
31274075009	486363012	684277	BROOKS, LILIA	25615	HORADO LN	92551-1981	VELEZ NESTER	25615 HORADO LN	MORENO V	92551	332.40	33.24	65.82	431.44
31099035009	486361011	684277	IBARRA, MARY AND ISRAEL (RENT	25620	HORADO LN	92551-1982	DINH TUAN VAN	15620 POINSETTIA WAY	WESTMINS	92683	255.40	25.54	50.57	331.50
94688685006	486361015	684277	SMITH, KITTY	25660	HORADO LN	92551-1982	SMITH KITTY	25660 HORADO LN	MORENO V	92551	255.29	25.53	50.55	331.36
92940383006	486363005	684277	ADERA,VICTOR O	25695	HORADO LN	92551-1983	ADERA VICTOR O	25695 HORADO LN	MORENO V	92551	255.29	25.53	50.55	331.36
1.00762E+11	486363002	684277	HERRERA, NANCY	25725	HORADO LN	92551-1985	HERRERA NANCY J	25725 HORADO LN	MORENO V	92551	127.92	12.792	25.33	166.04
31573965007	486374005	684277	BARAJAS, PEDRO (OWNR)	25785	HORADO LN	92551-1986	VALENCIA LISSETTE	25785 HORADO LN	MORENO V	92551	91.77	9.18	18.17	119.1
31503605000	486373002	684277	JEFFERSON, CEDRIC (OWNR)	25790	HORADO LN	92551-1980	ROMO VICTOR MANUEL	25790 HORADO LN	MORENO V	92551	255.40	25.54	50.57	331.50
31507005007	486374014	684277	MITCHELL, LEGETTE (OWNR)	25875	HORADO LN	92551-1995	MITCHELL LEGETTE	P O BOX 8146	INGLEWOO	90308	255.40	25.54	50.57	331.50
31247825008	486374017	684277	MARQUEZ, PATRICIA	25905	HORADO LN	92551-1996	MARQUEZ NEREIDA	PSC 822 BOX 1494	FPO AE	9621	255.29	25.53	50.55	331.36
97361055009	474410002	684277	GIBSON, LINDA	26280	HORIZON WAY	92555-1731	GIBSON MICHAEL	26280 HORIZON WAY	MORENO V	92555	316.58	31.658	62.68	410.92
89855435001	474410003	684277	LONIE, HEATHER (OWNR)	26300	HORIZON WAY	92555-1733	LONIE HEATHER ROSE	26300 HORIZON WAY	MORENO V	92555	598.70	59.87	118.54	777.10
92952605005	482372022	684277	VAUGHAN SR, DELAS L	24129	HORTON CT	92553-3327	VAUGHAN DELAS LA MONT	24129 HORTON CT	MORENO V	92553	105.29	10.529	20.85	136.66
84226785006	484081016	684277	KUTTER, MATTHEW (OWNR)	14344	HOUSTON DR	92553-4921	KUTTER MATTHEW C	14344 HOUSTON DR	MORENO V	92553	255.40	25.54	50.57	331.50
97557475004	484081015	684277	NEVARREZ, HIGINIO	14358	HOUSTON DR	92553-4921	NEVAREZ HIGUINIO	14358 HOUSTON DR	MORENO V	92553	255.29	25.53	50.55	331.36
31544055009	475352041	684277	HARVEY, FREDERICK (OWNR)	11117	HUBBARD ST	92557-5121	HARVEY FREDERICK A	11117 HUBBARD ST	MORENO V	92557	91.08	9.11	18.03	118.22
89638733008	475132024	684277	FORBES, SHOLAN (RENT)	11379	HUBBARD ST	92557-5648	NELSON TERRY L	28230 LOCUST AVE	MORENO V	92555	255.40	25.54	50.57	331.50
97108845009	475132025	684277	TRAUTH, PAUL	11393	HUBBARD ST	92557-5648	TRAUTH AIMEE	11393 HUBBARD ST	MORENO V	92557	255.29	25.53	50.55	331.36
31102455002	475132027	684277	RUSSELL, RICHARD	11415	HUBBARD ST	92557-5648	RUSSELL RICHARD B	11415 HUBBARD ST	MORENO V	92557	128.14	12.81	25.37	166.32
94754523000	475160005	684277	MALDONADO, JOSE SOCORRO (OV	11503	HUBBARD ST	92557-5653	ARLECA IMELO L	2224 NYON AVE	ANAHEIM	92806	326.68	32.67	64.68	424.02
31446145009	475150040	684277	GOODIN III, CHARLES (OWNR)	11520	HUBBARD ST	92557-5652	GOODIN CHARLES WESLEY	11520 HUBBARD ST	MORENO V	92557	326.68	32.67	64.68	424.02
31539435000	475160014	684277	SINGLETARY, JOHN	11567	HUBBARD ST	92557-5653	SINGLETARY JOHN H	11567 HUBBARD ST	MORENO V	92557	255.29	25.53	50.55	331.36
94057313002	475160021	684277	GUZMAN, GASPER	11621	HUBBARD ST	92557-5653	GUZMAN GASPAR M	11621 HUBBARD ST	MORENO V	92557	148.72	14.87	29.45	193.02
94931995005	475292004	684277	NEWMAN, JERRY	11921	HUBBARD ST	92557-6422	NEWMAN JERRY W	11921 HUBBARD ST	MORENO V	92557	326.45	32.65	64.64	423.72
31624245000	475292007	684277	PARKER, TOMMY (RENT)	11961	HUBBARD ST	92557-6422	LOUDEN	P O BOX 1226	OAKLAND	94604	128.14	12.81	25.37	166.32
98217785019	316141038	684277	MACIAS, CHRIS (OWNR)	16795	HUDSON BAY DR	92551-7471	DEANDA ISRAEL AVILA	16795 HUDSON BAY DR	MORENO V	92551	212.22	21.22	42.02	275.46
57064465001	316142008	684277	PROUT, NIGUEL (RENT)	16820	HUDSON BAY DR	92551-7472	KWONG TIMOTHY F	2648 BAREFOOT LN	ROWLAND	91748	191.77	19.18	37.97	248.90
55525275003	264192010	684277	DAVILA, ELVIRA	11664	HUMMINGBIRD PL	92557-6160	LIU CHINGCHIEN	1547 MARVISTA AVE	PASADENA	91104	228.69	22.87	45.28	296.82
31180595009	264192012	684277	WANSTREET, LEANA (OWNR)	11692	HUMMINGBIRD PL	92557-6160	WANSTREET CHRISTOPHER A	11692 HUMMINGBIRD PL	MORENO V	92557	159.52	15.95	31.58	207.04
92421933002	264192013	684277	AYALA, GABRIELA (OWNR)	11702	HUMMINGBIRD PL	92557-6160	QUINTANAR REINALDO	11702 HUMMINGBIRD PL	MORENO V	92557	255.40	25.54	50.57	331.50
31465155006	475352026	684277	ROSS, CYNTHIA	24634	HUNTLEY DR	92557-5105	ROSS CYNTHIA M	24634 HUNTLEY DR	MORENO V	92557	332.40	33.24	65.82	431.44
94018125004	475352025	684277	JONES, JOHN AND ETHEL (RENT)	24642	HUNTLEY DR	92557-5105	LEE JEFFREY WAYNE	P O BOX 18	PALOMAR	92060	155.40	15.54	30.77	201.70
86944185008	475352024	684277	VIVEROS, ARTURO (OWNR)	24652	HUNTLEY DR	92557-5105	VIVEROS ARTURO	24652 HUNTLEY DR	MORENO V	92557	255.40	25.54	50.57	331.50
31529585009	475352020	684277	MARTINEZ, MARIA	24688	HUNTLEY DR	92557-5105	ULLOA JOSE	6617 N SCOTTSDALE STE 101	SCOTTSDA	85250	191.77	19.18	37.97	248.90
94185255003	475351013	684277	CANTE, FELIPE	24691	HUNTLEY DR	92557-5142	CANTE FELIPE DE	24691 HUNTLEY DR	MORENO V	92557	255.29	25.53	50.55	331.36
80321635001	296092028	684277	FUENTES, JOHN	23791	HUTTON CT	92553-2703	ZUNIGA CESAR	139 WHITWORTH ST	THOUSAND	91360	255.29	25.53	50.55	331.36
31336925008	296092015	684277	MOORE, MILLIE	23792	HUTTON CT	92553-2702	MOORE MILLICENT	23792 HUTTON CT	MORENO V	92553	53.25	5.33	10.54	69.10
91663623005	296092026	684277	HERNANDEZ, ARTURO (OWNR)	23819	HUTTON CT	92553-3243	MORALES ARTURO HERNANDEZ	23819 HUTTON CT	MORENO V	92553	255.40	25.54	50.57	331.50
31065095007	296092023	684277	CORDOVA, JULIE (OWNR)	23861	HUTTON CT	92553-3243	CORDOVA RICHARD DANIEL	23861 HUTTON CT	MORENO V	92553	118.52	11.85	23.47	153.82
94978893007	296092020	684277	MARTINEZ, CHRIS	23862	HUTTON CT	92553-3243	VELASCO LAURA	23862 HUTTON CT	MORENO V	92553	255.29	25.53	50.55	331.36
89804015007	296092021	684277	NAVARRO, CLAUDIA (RENT)	23872	HUTTON CT	92553-3243	WILLIAMS RHODES T	23872 HUTTON CT	MORENO V	92553	85.98	8.60	17.02	111.60
67727745003	263190033	684277	GEORGE, MARJORIE	13760	HWY 215	92553-7908	GOINS ROBERT A	13760 HIGHWAY 215	MORENO V	92553	332.40	33.24	65.82	431.44
94041385001	474521028	684277	TURNER, SHANIKA (RENT)	10689	HYACINTH LN	92557-4131	WILHELM DEV	19662 HIGHRIDGE WAY	TRABUCO	92679	190.88	19.09	37.79	247.76
31519465005	474521025	684277	DELGADO, JUAN (OWNR)	10733	HYACINTH LN	92557-4143	SMITH NELSON ARNOLD	8631 E ROSECRANS NO D	PARAMOU	90723	255.40	25.54	50.57	331.50
51517095002	291362027	684277	MOSLEY, ANGELA (RENT)	12155	HYTHE ST	92557-6925	SMITH GARETT	3126 OLD KETTLE RD	SAN DIEGO	92111	348.25	34.825	68.95	452.02
31136905006	291362026	684277	ACOSTA, IVAN	12161	HYTHE ST	92557-6925	PAEZ VERONICA	12161 HYTHE ST	MORENO V	92557	205.40	20.54	40.67	266.60
89883895006	291361004	684277	ROMO, LETICIA	12168	HYTHE ST	92557-6924	ROMO LETICIA	12168 HYTHE ST	MORENO V	92557	255.40	25.54	50.57	331.50
97952055005	291361006	684277	STELLITANO, MICHELLE	12186	HYTHE ST	92557-6924	HARRIS D P	2930 PRADO LN	COLTON C	92324	255.40	25.54	50.57	331.50
31349165000	291362022	684277	MONTANEZ, DENNISSE (RENT)	12195	HYTHE ST	92557-6925	PONCE LUCIANO	24258 ELM CREEK CIR	MORENO V	92506	255.40	25.54	50.57	331.50
31076685000	291362019	684277	DAQUIGAN, BENJAMIN	12215	HYTHE ST	92557-6984	DAQUIGAN BENJAMIN	12215 HYTHE ST	MORENO V	92557	205.40	20.54	40.67	266.60
31079045009	291362003	684277	ARNOLD, TERA (RENT)	12321	HYTHE ST	92557-6926	MCCABE MICHAEL R	10781 BREEZY MEADOW DR	MORENO V	92557	141.77	14.18	28.07	184.00
31118265008	482614018	684277	AKINTIMOYE, ELIZABETH	14316	IBEX ST	92553-5828	AKINTIMOYE ELIZABETH O	13800 HEACOCK ST NO D113	MORENO V	92553	55.40	5.54	10.97	71.90
57085405009	482592024	684277	NEVARES, ERIC	14406	IBEX ST	92553-5827	NEVARES ERIC M	14406 IBEX ST	MORENO V	92553	255.29	25.53	50.55	331.36
31303085004	260510010	684277	STORY, MICHAEL (OWNR)	23065	IMPERIAL RD	92557	STORY MICHAEL	23065 IMPERIAL DR	MORENO V	92557	255.40	25.54	50.57	331.50
31545035001	475032032	684277	BELL, CHARLES (RENT)	11335	INDIAN ST	92557-5048	FEDERAL NATL MORTGAGE ASSN	14523 SW MILLIKAN WAY 200	BEAVERTO	97005	225.68	22.57	44.68	292.92
95880845005	475250029	684277	GUTIERREZ, MARIA BELEN (RENT)	11861	INDIAN ST	92557-6306	GONZALEZ RAMON G	25654 SHALU AVE	MORENO V	92557	155.40	15.54	30.77	201.70
31636305001	475240004	684277	ARCHUNDIA, HEIDY	11864	INDIAN ST	92557-6304	ARCHUNDIA HEIDY	11864 INDIAN ST	MORENO V	92557	326.68	32.67	64.68	424.02
31301415009	135240027	684277	SANTOSCOY, WILLIAM (RENT)	11935	INDIAN ST	92557-6306	NAVARRO OSCAR	11935 INDIANA AVE	MORENO V	92503	381.33	38.13	75.50	494.96

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92024913008	475293006	684277	RODRIGUEZ, EDNA (RENT)	11936	INDIAN ST	92557-6305	MARTINEZ ANGEL C	2800 VALENCIA AVE	SAN BERN	92404	303.07	30.31	60.01	393.38
95535785007	475280030	684277	MUNOZ, GUILLERMINA (RENT)	11939	INDIAN ST	92557-6306	RUBALCAVA JOSE	11939 INDIAN ST	MORENO V	92557	255.40	25.54	50.57	331.50
31301015003	475293003	684277	ROSA, LUIS (RENT)	11966	INDIAN ST	92557-6305	ALVARADO MOSES	35895 NORD CT	WINCHEST	92596	255.40	25.54	50.57	331.50
86946785007	481032007	684277	AMBRIS, JAVIER	12081	INDIAN ST	92557-7215	AMBRIZ JAVIER	12081 INDIAN ST	MORENO V	92557	255.29	25.53	50.55	331.36
31623975008	481042006	684277	JOHNSON, ROSIE	12203	INDIAN ST	92557-7230	ADAMS LACRESHA	12203 INDIAN ST	MORENO V	92557	125.40	12.54	24.83	162.76
88684155004	481161049	684277	AREVALO, MARTIN (RENT)	12572	INDIAN ST	92553-9319	CAPITAINE ROSARIO	950 N FERN ST	ANAHEIM	92801	128.14	12.81	25.37	166.32
96058475004	481171042	684277	PEREZ-SOLORIO, SALVADOR	12680	INDIAN ST	92553-3717	PEREZ SALVADOR	12680 INDIAN ST	MORENO V	92553	255.29	25.53	50.55	331.36
31593225001	481221004	684277	MAJORS, GLORIA	12808	INDIAN ST	92553-9323	MAJORS GLORIA	12808 INDIAN ST	MORENO V	92553	332.40	33.24	65.82	431.44
31424245005	481221005	684277	GILBERT, GEORGE AND KATHY	12820	INDIAN ST	92553-9323	GILBERT GARY F	12820 INDIAN ST	MORENO V	92553	191.66	19.17	37.95	248.76
90782733001	481230002	684277	JONES, ADELE	12892	INDIAN ST	92553-3721	JONES DINGLE ADELE M	12892 INDIAN ST	MORENO V	92553	255.29	25.53	50.55	331.36
92850155005	481250018	684277	BELTRAN, VERONICA	12917	INDIAN ST	92553-9326	BELTRAN VERONICA G	24205 ATWOOD AVE	MORENO V	92553	409.88	40.99	81.16	532.02
90832413001	481230036	684277	CENDEKAS, SANDRA	12926	INDIAN ST	92553-9325	ALDANA RONY	12926 INDIAN ST	MORENO V	92553	363.35	36.34	71.94	471.62
57165475004	482070039	684277	QUINONIE, ENE	13154	INDIAN ST	92553-3754	LUNA MIRABELLA	20243 UNA ST	PERRIS CA	92570	255.29	25.53	50.55	331.36
31302495000	482122010	684277	STEBNITZ, JOAN	13365	INDIAN ST	92553-3828	STEBNITZ JOAN J	P O BOX 1382	MORENO V	92553	255.29	25.53	50.55	331.36
31522465009	482170041	684277	KHALID, SHAHIDAH	13533	INDIAN ST	92553-3831	KHALID PAUL	13533 INDIAN ST	MORENO V	92553	255.29	25.53	50.55	331.36
31517835002	316030004	684277	VALLEY MEDI RAN	24601	IRIS AVE	92551-7222	NILAAD JOSEPH K	24601 IRIS AVE	MORENO V	92551	255.40	25.54	50.57	331.50
88719755002	474461003	684277	SAXBY, PAUL	24078	IRONBARK RD	92557-4040	SAXBY PAUL	24078 IRONBARK RD	MORENO V	92557	63.96	6.40	12.66	83.02
92550695008	292202020	684277	HAMBLETON, BRIAN	23553	IRONWOOD AVE	92557-8101	HAMBLETON BRIAN	23553 IRONWOOD AVE	MORENO V	92557	45.29	4.53	8.97	58.78
31300825005	292192002	684277	HALEY, ARNITA (RENT)	23835	IRONWOOD AVE	92557-8146	TRAN HA	23835 IRONWOOD AVE	MORENO V	92557	255.40	25.54	50.57	331.50
87789005004	475272058	684277	VICKERS, MICHAEL	24192	IRONWOOD AVE	92557-7200	VICKERS MICHAEL	24192 IRONWOOD AVE	MORENO V	92557	115.29	11.529	22.83	149.64
31103415009	475280021	684277	SHEDLOCK, LUZ	24438	IRONWOOD AVE	92557-7207	SHEDLOCK LUZ E	24438 IRONWOOD AVE	MORENO V	92557	255.29	25.53	50.55	331.36
74453235004	475280091	684277	MARTINEZ, NOEMI (RENT)	24446	IRONWOOD AVE	92557-7207	SANTIBANEZ JESSICA	1114 S SHELTON ST	SANTA AN	92707	147.17	14.72	29.14	191.02
93553405002	475280023	684277	HERRERA, ELVIA (RENT)	24452	IRONWOOD AVE	92557-7207	VALDIVIA CONSUELO	27785 DOVER DR	MORENO V	92555	147.47	14.75	29.20	191.40
31312315007	475300021	684277	WASHINGTON, BILLY JR (OWNR)	24946	IRONWOOD AVE	92557-7808	WASHINGTON BILLY MELVIN	161 E ARBETH ST	RIALTO CA	92377	331.53	33.15	65.64	430.32
70922305007	474250023	684277	VIRGIL, MARIE	26480	IRONWOOD AVE	92555-1712	VIRGIL MIGUEL	26480 IRONWOOD AVE	MORENO V	92555	183.16	18.32	36.27	237.74
96079755001	474271003	684277	ALCOCER, ANGELES (RENT)	26548	IRONWOOD AVE	92555-1714	WANG JIAFENG	556 W LAS TUNAS STE 101	ARCADIA C	91007	187.40	18.74	37.11	243.24
93067955007	474273002	684277	VALADEZ, CHANTEL (OWN)	26563	IRONWOOD AVE	92555-1715	VALADEZ JAMES	26563 IRONWOOD AVE	MORENO V	92555	419.67	41.97	83.09	544.72
94758405006	474273003	684277	BAUER, DARRYLL AND SUSAN	26603	IRONWOOD AVE	92555-1770	BAUER DARYLL J	3113 S SYCAMORE ST	SANTA AN	92707	468.77	46.88	92.82	608.46
96863445004	487150008	684277	BARBOA, HECTOR	26723	IRONWOOD AVE	92555-1906	BARBOA HECTOR	26723 IRONWOOD AVE	MORENO V	92555	183.21	18.32	36.28	237.80
86262553007	474273008	684277	FULLER, LORETTA (RENT)	26755	IRONWOOD AVE	92555-1906	HAY SCOTT D	26755 IRONWOOD AVE	MORENO V	92555	86.48	8.648	17.12	112.24
50995715001	474272026	684277	HOWARD, PATRICK (OWNR)	26785	IRONWOOD AVE	92555-1906	LANE MICHAEL D	26786 IRONWOOD AVE	MORENO V	92555	255.40	25.54	50.57	331.50
31272165004	487150015	684277	PANGANIBAN, RICHARD (OWNR)	26815	IRONWOOD AVE	92555-1908	PANGANIBAN RICHARD	P O BOX 8123	MORENO V	92552	183.21	18.32	36.28	237.80
86144483002	474272023	684277	HAMPEN, LORRIE	26850	IRONWOOD AVE	92555-1907	CAMBEROS PEDRO	26850 IRONWOOD AVE	MORENO V	92555	409.88	40.99	81.16	532.02
92423593009	473220036	684277	KORBUSZEWSKI, LINDA	29068	IRONWOOD AVE	92555-6607	HERN LINDA ALICE K	29068 IRONWOOD AVE	MORENO V	92555	255.29	25.53	50.55	331.36
91399385006	486441016	684277	POTTS JR, WARDELL	16130	ISLA MARIA CIR	92551-2061	GUM DONALD	1866 BANKSTOWN WAY	PERRIS CA	92571	163.78	16.38	32.43	212.58
31303075006	486441017	684277	SCRUGGS, SHAWNDA (OWNR)	16140	ISLA MARIA CIR	92551-2061	SCRUGGS SHAWNDA M	16140 ISLA MARIA CIR	MORENO V	92551	255.18	25.518	50.53	331.22
52077175009	486441022	684277	GASPARD, GOURDET	16190	ISLA MARIA CIR	92551-2061	GASPARD GOURDET T	16190 ISLA MARIA CIR	MORENO V	92551	105.40	10.54	20.87	136.80
51387385009	486441001	684277	WEISS, STEVE	16215	ISLA MARIA CIR	92551-2062	VANYPEREN DINA	16215 ISLA MARIA CIR	MORENO V	92551	255.29	25.53	50.55	331.36
57452545002	486383012	684277	BAILEY, KENNY AND DARLENE (RE	15545	ISLETA LN	92551-1974	ESTRADA AURORA	15545 ISLETA LN	MORENO V	92551	255.40	25.54	50.57	331.50
96060705002	486372005	684277	DEPETRIS, JESSICA	15600	ISLETA LN	92551-1975	VANBUSKIRK SUSAN	15600 ISLETA LN	MORENO V	92551	255.40	25.54	50.57	331.50
97067915002	486371004	684277	SANCHEZ, JOSE	15645	ISLETA LN	92551-1976	SANCHEZ JOSE	15645 ISLETA LN	MORENO V	92551	255.18	25.518	50.53	331.22
96858425008	312033010	684277	MOSSTERNY, GENESSE	25344	IVORY AVE	92551-9229	MOSS TERRY GENESSE EVETTE	25344 IVORY AVE	MORENO V	92551	332.40	33.24	65.82	431.44
31311045006	312031001	684277	PADILLA, JUAN	25379	IVORY AVE	92551-9230	PADILLA JUAN	25379 IVORY AVE	MORENO V	92551	255.29	25.53	50.55	331.36
94037495006	474141018	684277	RICHARDSON, DALE	11683	IVY LN	92557-6531	REINHARD FRANCIS	11683 IVY LN	MORENO V	92557	255.29	25.53	50.55	331.36
31553715002	474142010	684277	LIEN, BRANDI	11696	IVY LN	92557-6530	LIEN BRANDI ROSE	11696 IVY LN	MORENO V	92557	332.64	33.26	65.86	431.76
31123835009	474142008	684277	FONTES, ELAINE	11736	IVY LN	92557-6500	FONTES ELAINE L	11736 IVY LN	MORENO V	92557	249.96	25.00	49.49	324.44
89613473005	474151011	684277	GAUSS, MARTIN	11821	IVY LN	92557-6524	GAUSS MARTIN	11821 IVY LN	MORENO V	92557	326.22	32.622	64.59	423.42
66684045004	474151018	684277	ROUSSEAU, SEAN (RENT)	11865	IVY LN	92557-6524	KYKER ALEX	1840 RUBY CT	SUTHERLIN	97479	63.96	6.40	12.66	83.02
31127865003	474162002	684277	BURNETT, ARTHUR	11890	IVY LN	92557-6532	BURNETT ARTHUR E	500 S MARSHALL AVE APT 41	MC LEANS	62859	332.40	33.24	65.82	431.44
31497925008	486383009	684277	VARGAS, SERGIO	15520	JACARA LN	92551-1969	VARGAS SERGIO J	15520 JACARA LN	MORENO V	92557	27.20	2.72	5.39	35.3
31075795009	486351028	684277	CASTELLON, ALFONSO (OWNR)	15525	JACARA LN	92551-1970	CASTELLON ALFONSO	15525 JACARA LN	MORENO V	92551	255.40	25.54	50.57	331.50
31471525007	486351027	684277	SCOGGINS, TYLON (RENT)	15535	JACARA LN	92551-1970	CHEN BING	1528 SILMAN ST	HACIENDA	91745	207.64	20.76	41.11	269.50
55158255007	486383004	684277	TATRRIEN, RANDY	15570	JACARA LN	92551-1998	NEGRETE YGNACIO	15570 JACARA LN	MORENO V	92551	255.29	25.53	50.55	331.36
98229935013	486351021	684277	STANFORD, GEORGE	15595	JACARA LN	92553-	STANFORD GEORGE L	15595 JACARA LN	MORENO V	92551	255.29	25.53	50.55	331.36
31540805000	486371001	684277	HARKLEY, WAYNE AND AALIYAH	15610	JACARA LN	92551-1998	HARKLEY WAYNE K	15610 JACARA LN	MORENO V	92551	255.29	25.53	50.55	331.36
92193235004	486371003	684277	ADAMS, TOMMY (RENT)	15630	JACARA LN	92551-1998	TAN KATHY CHUN SENG	15630 JACARA LN	MORENO V	92551	253.59	25.36	50.21	329.14
94917105001	474073001	684277	BRADLEY, CHRISTINE (RENT)	25021	JACLYN AVE	92557-5704	BRADLEY PAULETTE	25021 JACLYN AVE	MORENO V	92557	63.96	6.40	12.66	83.02
70592155009	474084010	684277	THOMAS, LOUANNE	25359	JACLYN AVE	92557-5744	THOMAS LUANN M	25359 JACLYN AVE	MORENO V	92557	94.15	9.42	18.64	122.20
31502505003	474081012	684277	ALVAREZ, LUZ (OWNR)	25388	JACLYN AVE	92557-5741	DELTORO RUBEN	25388 JACLYN AVE	MORENO V	92557	272.93	27.29	54.04	354.26
75233455002	474283004	684277	SERNA, RUDY AND MOLLIE	25425	JACLYN AVE	92557-5709	SERNA RUDY M	25425 JACLYN AVE	MORENO V	92557	255.29	25.53	50.55	331.36
31262355005	486031010	684277	CORDERO, DANNY	15029	JACQUETTA AVE	92551-7011	CORDERO DANNY	15029 JACQUETTA AVE	MORENO V	92551	255.18	25.518	50.53	331.22
86679523009	486032013	684277	PLAMONDON, DUSTIN AND ANGE	15064	JACQUETTA AVE	92551-7010	PLAMONDON DUSTIN	15064 JACQUETTA AVE	MORENO V	92551	255.18	25.518	50.53	331.22
96642485003	486032012	684277	CAMACHO, TERESA (RENT)	15076	JACQUETTA AVE	92551-7010	CORREA MILAGRO	9525 HARRELL ST	PICO RIVER	90660	255.40	25.54	50.57	331.50
63889475001	486032006	684277	ZARATE, CLAUDIA	15156	JACQUETTA AVE	92551-7024	GONZALEZ GLORIA	15156 JACQUETTA AVE	MORENO V	92551	255.29	25.53	50.55	331.36
31526075002	486031023	684277	LAWSON, SHERRI (RENT)	15195	JACQUETTA AVE	92551-7023	LAROSA LORRAINE	6328 RANCHITO AVE	VAN NUYS	91401	92.68	9.27	18.35	120.28

31575695009	486032002	684277	MCKINNEY, LORI (RENT)	15208	JACQUETTA AVE	92551-1415	CHENG ANITA M	9002 GARIBALDI AVE	TEMPLE CI	91780	63.63	6.363	12.60	82.58
31553255008	474731027	684277	LEWIS, ROSSANA	11732	JAFFA WAY	92557-6665	LEWIS DANA L	11732 JAFFA WAY	MORENO V	92557	249.72	24.97	49.44	324.12
91184095003	474732002	684277	LEWIN, SHERYL (RENT)	11745	JAFFA WAY	92557-6665	NEPOMUCENO FORTUNATO P	2520 QUEEN ELIZABETH CT	BEAVERCR	45431	243.52	24.35	48.22	316.08
97331505008	474731011	684277	KNUTZEN, SHELLY	11770	JAFFA WAY	92557-6665	KNUTZEN SHELLY	11770 JAFFA WAY	MORENO V	92557	332.40	33.24	65.82	431.44
84429945003	485202024	684277	GUILLEN, DINORAH	15753	JALANIE LN	92551-6931	GUILLEN EVARISTO	15753 JALANIE LN	MORENO V	92551	255.29	25.53	50.55	331.36
92214535005	485203001	684277	ROGERS, ROSEMARY	15754	JALANIE LN	92551-6929	DUGGER BETTY	15754 JALANIE LN	MORENO V	92551	255.29	25.53	50.55	331.36
31650445003	485202023	684277	KIVI, ALEX (OWNR)	15761	JALANIE LN	92551-6931	KIVI ALEXIS SANDY	15761 JALANIE LN	MORENO V	92551	129.01	12.90	25.54	167.44
49286905009	485202019	684277	GATLIN, CAROLYN	15793	JALANIE LN	92551-6931	GATLIN WALTER	15793 JALANIE LN	MORENO V	92553	332.64	33.26	65.86	431.76
49515425002	484072103	684277	ZAMARRIPA, CESAR	14155	JAMAICA SANDS LN	92553-2904	ZAMARRIPA CESAR	14155 JAMAICA SANDS LN	MORENO V	92553	332.40	33.24	65.82	431.44
31112615008	484072102	684277	VALENCIA, LILIA	14163	JAMAICA SANDS LN	92553-2904	VALENCIA ALVARO	14163 JAMAICA SANDS LN	MORENO V	92553	55.29	5.53	10.95	71.76
94371625002	487412016	684277	ENRIQUEZ, STORMY (RENT)	13390	JAMES ST	92555-2800	VALVERDE CARLOS O	13390 JAMES ST	MORENO V	92555	255.40	25.54	50.57	331.50
59952975008	482301007	684277	BURNS, SARAH	24282	JANET KAY DR	92553-2414	BURNS SARAH	24282 JANET KAY DR	MORENO V	92553	255.29	25.53	50.55	331.36
93029825005	482301004	684277	MORENO, MARGARITA	24316	JANET KAY DR	92553-3542	CHANG HENRY	P O BOX 1414	MORENO V	92556	232.40	23.24	46.02	301.64
55215835004	482306003	684277	ARROYO, MARGARITA (OWNR)	24394	JANET KAY DR	92553-2415	AVILA MARGARITA	24394 JANET KAY DR	MORENO V	92553	103.64	10.36	20.52	134.52
91204595004	482306009	684277	HINOJOSA, MARTINA (OWNR)	24466	JANET KAY DR	92553-3545	YEBRA MARTINA	24466 JANET KAY DR	MORENO V	92553	185.40	18.54	36.71	240.64
55556715006	484081006	684277	JAMES, CHARLES	14296	JANIE CT	92553-4918	JAMES CHARLES M	14296 JANIE CT	MORENO V	92553	255.40	25.54	50.57	331.50
31123605007	484081010	684277	MONJE, GLORIA	14339	JANIE CT	92553-4917	ELIAS MAURICO H	14339 JANIE CT	MORENO V	92553	255.29	25.53	50.55	331.36
31377875002	484154003	684277	DETWILER, HEATHER	14402	JANIE CT	92553-4992	HUA HEN S	16555 BRAEBURN LN	FONTANA	92337	360.18	36.02	71.32	467.5
96158745006	484151016	684277	REYES, JOSEPH	14423	JANIE CT	92553-4993	REYES JOSEPH JAY	14423 JANIE CT	MORENO V	92553	255.29	25.53	50.55	331.36
93534325009	484151014	684277	GILL, RICK	14455	JANIE CT	92553-4993	GILL RICK S	14455 JANIE CT	MORENO V	92553	255.29	25.53	50.55	331.36
31589435005	474531012	684277	MILLER, JENNIFER (RENT)	24571	JASMINE CT	92557-4122	DUNNING GRANT D	701 BELLIS ST	NEWPORT	92660	63.08	6.31	12.49	81.86
53633925001	474523032	684277	SAUCEDA, VILMA	24579	JASMINE CT	92557-4122	SAUCEDA VILMA A	24579 JASMINE CT	MORENO V	92557	121.77	12.177	24.11	158.04
97695335002	474523019	684277	WILLIAMS, MONICA	24600	JASMINE CT	92557-4120	WILLIAMS ADRIAN C	24600 JASMINE CT	MORENO V	92557	255.29	25.53	50.55	331.36
31256395009	474523029	684277	IDEH, CHINYERE (RENT)	24607	JASMINE CT	92557-4120	OKEREKE SILAS	24607 JASMINE CT	MORENO V	92557	255.40	25.54	50.57	331.50
31210315003	474523027	684277	MILLER, DONNA	24625	JASMINE CT	92557-4120	STROUD KARIE	24625 JASMINE CT	MORENO V	92557	255.40	25.54	50.57	331.50
31188025002	474523022	684277	RECKARD, CHAD	24632	JASMINE CT	92557-4120	RECKARD NANCY L	24632 JASMINE CT	MORENO V	92557	82.49	8.249	16.33	107.06
31604675001	474523025	684277	GARZON, MIGUEL	24639	JASMINE CT	92557-4120	GARZON MIGUEL	24639 JASMINE CT	MORENO V	92557	255.29	25.53	50.55	331.36
94124325008	474651028	684277	RAYMER, RODNEY (OWNR)	25686	JASON PL	92557-6600	RAYMER RODNEY K	25686 JASON PL	MORENO V	92557	332.64	33.26	65.86	431.76
69857495008	474651006	684277	MOORE, PATRICIA	25645	JAVIER PL	92557-6615	MOORE PATRICIA A	25645 JAVIER PL	MORENO V	92557	332.40	33.24	65.82	431.44
93202635008	474651009	684277	MELBOR, SHELLY (RENT)	25646	JAVIER PL	92557-6615	JONES DAVID F	25646 JAVIER PL	MORENO V	92557	255.40	25.54	50.57	331.50
88305103007	474651002	684277	ALFARO, MARIBEL	25677	JAVIER PL	92557-6615	ALFARO ARISTEO	25677 JAVIER PL	MORENO V	92557	255.40	25.54	50.57	331.50
70349535005	474651001	684277	OSORIO, ARNOLDO	25685	JAVIER PL	92557-6615	OSORIO ARNOLDO	25685 JAVIER PL	MORENO V	92557	49.59	4.959	9.82	64.36
97743705002	304521008	684277	GONZALEZ, MARIBEL (RENT)	27508	JEFFREY CIR	92555-5848	VU ANDY K	27508 JEFFREY CIR	MORENO V	92555	193.39	19.34	38.29	251.02
97031725008	482461005	684277	PANTOJA, GRACE	24521	JENKINS DR	92553-3964	WELLS FARGO BANK	780 DELTA DR	MONROE	71203	326.22	32.622	64.59	423.42
92301395009	482462042	684277	KALLAL, LORI V	24697	JENKINS DR	92553-3994	SANCHEZ LORI V	2042 S WEST ST	ANAHEIM	92802	255.29	25.53	50.55	331.36
62753215005	256150030	684277	AVERY, DONALD (OWNR)	21089	JENNINGS CT	92557-8330	AVERY DONALD	21089 JENNINGS CT	MORENO V	92557	255.40	25.54	50.57	331.50
64483775009	478040019	684277	NORMAN, LETICIA (RENT)	13991	JERANELLA CT	92555-8208	CHEN MEI LING	2248 VANCE LN	TUSTIN CA	92782	255.40	25.54	50.57	331.50
83622695006	479150029	684277	WESTRA, RAY	25940	JIM DR	92553-6812	WESTRA RAYMOND	25940 JIM DR	MORENO V	92553	157.35	15.74	31.16	204.24
70904445006	482331028	684277	MCMILLAM, JANEL (OWNR)	24169	JIMSON PL	92553-3547	MCMILLAN JANEL M	24169 JIMSON PL	MORENO V	92553	255.40	25.54	50.57	331.50
70996485003	482331029	684277	GUEVARA, SERGIO	24181	JIMSON PL	92553-3547	GUEVARA SERGIO D	24181 JIMSON PL	MORENO V	92553	255.18	25.518	50.53	331.22
31426125005	482162029	684277	LUGO, MICHEAL (OWNR)	13470	JO ANN ST	92553-3839	LUGO MICHAEL E	13470 JO ANN ST	MORENO V	92553	128.44	12.84	25.43	166.70
31081145004	482161004	684277	SHEEKS, MARGARET	13471	JO ANN ST	92553-3838	SHEEKS DOROTHY MAY	24948 SUBURBAN	MORENO V	92551	57.40	5.74	11.37	74.50
96194885001	482162030	684277	WARD, J	13484	JO ANN ST	92553-3839	LEMUS SAIDA M	13484 JO ANN ST	MORENO V	92553	255.29	25.53	50.55	331.36
97048305000	484154012	684277	VILLASANA, ANA B	25955	JONESBOROUGH CT	92553-4975	VILLASANA CARLOS A	25955 JONESBOROUGH CT	MORENO V	92553	63.96	6.40	12.66	83.02
31194405000	484142017	684277	ESPINOSA, VILMA M	25579	JONESTOWN DR	92553-2900	MAMACLAY STANLEY A	25579 JONESTOWN DR	MORENO V	92553	255.29	25.53	50.55	331.36
58543745005	484143006	684277	RUBBA, RODOLFO	25580	JONESTOWN DR	92553-4997	RUBBA RODOLFO J	21101 NORWALK	LAKEWOOI	90715	191.77	19.18	37.97	248.90
92689963007	484144001	684277	GOMEZ, VIRGINIA (RENT)	25664	JONESTOWN DR	92553-4998	HOOKS DAVID GERALD	4338 SUNNY LN	YORBA LIN	92886	47.96	4.80	9.50	62.24
93329383001	484144002	684277	HOLLIS, BRANDYE	25676	JONESTOWN DR	92553-4998	HOLLIS YOLANDE C	25676 JONESTOWN DR	MORENO V	92553	255.29	25.53	50.55	331.36
95615315006	482500007	684277	FLORES, VERENISE (OWNR)	24401	JONNA LN	92553-3591	JONNA LANE TRUST	231 E ALESSANDRO BL NO A	RIVERSIDE	92508	349.83	34.98	69.27	454.06
31447105005	482500009	684277	REID, HERBERT (RENT)	24443	JONNA LN	92553-3591	BROWN REED DOTTIE	24443 JONNA LN	MORENO V	92553	57.29	5.73	11.34	74.36
91032543000	486061022	684277	LOPEZ, JOHN (RENT)	15185	JOSEPHINE CT	92551-4515	HOME EXPO FINANCIAL INC	P O BOX 9818	MORENO V	92552	63.63	6.363	12.60	82.58
31279665004	484121042	684277	RHODEN, MICHAEL	25180	JOSHUA AVE	92553-4439	RHODEN MICHAEL CARL	P O BOX 7152	MORENO V	92552	25.18	2.518	4.99	32.68
97117175000	482332002	684277	FIELDS, MISHAWN (RENT)	14528	JOSHUA TREE AVE	92553-3549	KELLEY DANETTE L	14528 JOSHUA TREE AVE	MORENO V	92553	255.29	25.53	50.55	331.36
95592435002	482332003	684277	RODRIGUEZ, JACKIE	14540	JOSHUA TREE AVE	92553-3549	RODRIGUEZ JAIRO S	14540 JOSHUA TREE AVE	MORENO V	92553	191.66	19.17	37.95	248.76
31600395008	482332006	684277	WHITE, CURTIS (RENT)	14582	JOSHUA TREE AVE	92553-3549	FIGUEREDO ANDRES A	14582 JOSHUA TREE AVE	MORENO V	92553	193.73	19.37	38.36	251.46
31621315001	482511010	684277	GONZALES, GERONIMO	14744	JOSHUA TREE AVE	92553-2421	GONZALEZ GERONIMO	14744 JOSHUA TREE AVE	MORENO V	92553	55.29	5.529	10.95	71.76
88582165008	486092025	684277	CORTEZ, PETRA (OWNR)	25082	JUANITA AVE	92551-4584	CORTEZ PETRA	25082 JUANITA AVE	MORENO V	92551	205.40	20.54	40.67	266.60
31136255002	486093003	684277	CHAVEZ, ALEXANDRA (RENT)	25095	JUANITA AVE	92551-4585	ESTRADA AURORA	11120 VIOLET CT	RIVERSIDE	92503	63.96	6.396	12.66	83.02
89864325006	486093011	684277	RAMOS, GUADALUPE	25189	JUANITA AVE	92551-4516	FREGOZO NANCY F	25189 JUANITA AVE	MORENO V	92551	255.40	25.54	50.57	331.50
86654273004	486112002	684277	TURNER, CLIFTON (OWNR)	25303	JUANITA AVE	92551-4591	TURNER CLIFTON	25303 JUANITA AVE	MORENO V	92551	314.04	31.40	62.18	407.62
62414315003	486112008	684277	HERNANDEZ, SOCORRO	25375	JUANITA AVE	92551-4591	SALGADO MARIA	25375 JUANITA AVE	MORENO V	92551	118.88	11.89	23.54	154.30
97096905003	486112012	684277	LUGO, BRENDA	25425	JUANITA AVE	92551-4518	LUGO BRENDA JO	25425 JUANITA AVE	MORENO V	92551	255.40	25.54	50.57	331.50
61365585001	486111025	684277	MILIAN, FELIPE	25426	JUANITA AVE	92551-4519	SANCHEZ JESSIE	25426 JUANITA AVE	MORENO V	92551	255.40	25.54	50.57	331.50
91823923002	486111022	684277	NUNEZ, VIRGINIA (OWNR)	25462	JUANITA AVE	92551-4519	NUNEZ VIRGINIA	25462 JUANITA AVE	MORENO V	92551	395.07	39.51	78.22	512.80
92607775009	486111020	684277	WHITAKER, LISA (RENT)	25486	JUANITA AVE	92551-4519	FAR EAST INTERNATIONAL	24941 STONEGATE LN	LAGUNA N	92677	287.10	28.71	56.85	372.64

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31565835001	292202007	684277	BAILEY, SHERLON (RENT)	23555	JUDGE WARD CT	92557-8216	WILLIAMS TRAVIS	23555 JUDGE WARD CT	MORENO V	92557	339.13	33.91	67.15	440.18
66426095009	292202035	684277	MONTEJANO, MAYRA (RENT)	23556	JUDGE WARD CT	92557-8216	MONTEJANO ADAUTO	23556 JUDGE WARD CT	MORENO V	92557	305.51	30.55	60.49	396.54
95274585005	292202032	684277	RUIZ, ROLANDO	23596	JUDGE WARD CT	92557-8216	VIANEY PAMELA	23596 JUDGE WARD CT	MORENO V	92557	255.29	25.53	50.55	331.36
60177065000	479062039	684277	BLAIR, DAWN	25348	JUDITH PL	92553-4130	BLAIR DAWN C	26151 CALLE AGUA	MORENO V	92551	185.40	18.54	36.71	240.64
31292385006	479062037	684277	GUNNER, JANICE	25376	JUDITH PL	92553-4130	GUNNER HILTON	25376 JUDITH PL	MORENO V	92553	185.29	18.53	36.69	240.50
93123605002	485174005	684277	BUI, THIN (RENT)	15449	JULIE AVE	92551-3661	NGO LYNDA T	15447 JULIE AVE	MORENO V	92551	332.64	33.26	65.86	431.76
97072275006	486351031	684277	MEZA, VERONICA (RENT)	25760	JUMANO DR	92551-2906	FANNING MARTHA	28040 KALMIA AVE	MORENO V	92555	403.20	40.32	79.83	523.34
50447475003	486381006	684277	CASTELLON, ABRAHAM (OWNR)	25870	JUMANO DR	92551-2908	CASTELLANO ABRAHAM	25870 JUMANO	MORENO V	92555	255.40	25.54	50.57	331.50
70197275002	486381001	684277	MOODY, DARRON E	25920	JUMANO DR	92551-1966	MOODY DARRON E	25920 JUMANO DR	MORENO V	92551	63.96	6.40	12.66	83.02
93873795002	486385003	684277	NEGRETE, MIGUEL	25935	JUMANO DR	92551-1965	MORA MIGUEL R	25935 JUMANO DR	MORENO V	92551	172.92	17.29	34.24	224.44
94420965005	486382009	684277	YOUNG, WILLIAM AND LORI	25940	JUMANO DR	92551-1963	CABRERA JUANITA	25940 JUMANO	MORENO V	92555	255.29	25.53	50.55	331.36
66545285006	486382008	684277	RODRIGUEZ, MARIA	25950	JUMANO DR	92551-1963	RODRIGUEZ ALVARO	25950 JUMANO DR	MORENO V	92551	191.66	19.17	37.95	248.76
31149205006	485202012	684277	BROWN, CHONTELL	15753	JUNE CT	92551-6932	LOPEZ NANCY	15753 JUNE CT	MORENO V	92551	94.86	9.486	18.78	123.12
65123755004	485202011	684277	DARBY, LESTER (OWNR)	15761	JUNE CT	92551-6932	DARBY LESTER	15761 JUNE CT	MORENO V	92551	205.40	20.54	40.67	266.60
93653193004	485202015	684277	HOLLYFIELD, ERIC	15770	JUNE CT	92551-6932	HOLLYFIELD ERIC J	15770 JUNE CT	MORENO V	92551	255.29	25.53	50.55	331.36
31196425001	485202009	684277	MORGAN, VALERIE	15777	JUNE CT	92551-6932	MOJICA ANTHONY	15777 JUNE CT	MORENO V	92551	128.03	12.80	25.35	166.18
55199745009	485202016	684277	GRAHAM, ERIC L	15778	JUNE CT	92551-6932	GRAHAM ERIC L	15778 JUNE CT	MORENO V	92551	255.40	25.54	50.57	331.50
62541565000	485202017	684277	HERNANDEZ, ALEX AND GRACIELA	15786	JUNE CT	92551-6932	FRESNARES ALEX HERNANDEZ	15786 JUNE CT	MORENO V	92551	159.10	15.91	31.50	206.5
95842865000	485202007	684277	LYNCH, ADRIAN (RENT)	15793	JUNE CT	92551-6932	GREGORY ANDREAS	6863 PALOS DR	RIVERSIDE	92503	191.77	19.18	37.97	248.90
31264945008	479382003	684277	RAMIREZ, LURDES	12666	JUNEBERRY CT	92553-4762	RAMIREZ LOURDES	12666 JUNEBERRY CT	MORENO V	92553	272.40	27.24	53.94	353.56
31328365002	473220067	684277	ORTIZ, EDUARDO	29060	JUNIPER AVE	92555-6573	ORTIZ EDUARDO ALEJANDRO	29060 JUNIPER AVE	MORENO V	92555	332.40	33.24	65.82	431.44
94259415003	473220058	684277	GOMEZ, TONY	29150	JUNIPER AVE	92555-6575	GOMEZ TONY L	11828 ORANGEGROVE CIR	MORENO V	92555	183.21	18.32	36.28	237.80
95812965002	482272034	684277	VEGA, MIGUEL	14524	JUSTIN PL	92553-3552	VEGA MIGUEL	14524 JUSTIN PL	MORENO V	92553	255.29	25.53	50.55	331.36
96473805006	482272035	684277	GUERRERO, JHONY MADERA,MUN	14538	JUSTIN PL	92553-3552	GUERRERO JHONY MADERA	14538 JUSTIN PL	MORENO V	92553	255.40	25.54	50.57	331.50
31246555006	482272037	684277	VALDOVINOS, LUPITA AND JUAN (	14564	JUSTIN PL	92553-3552	VALDOVINOS LUPITA	17784 CALLE CAPISTRANO	MORENO V	92551	255.40	25.54	50.57	331.50
74672115004	482272040	684277	JACKSON, LATONIA	14608	JUSTIN PL	92553-2422	JACKSON LA TONIA	14608 JUSTIN PL	MORENO V	92553	255.29	25.53	50.55	331.36
82889155005	482272026	684277	BILES, CHERIE (RENT)	14611	JUSTIN PL	92553-2423	MYHREN TERRY H	340 W MEATS AVE	ORANGE C	92865	128.03	12.80	25.35	166.18
31394215006	296223026	684277	CUEVAS, JOSE	13963	KALAHARI CT	92553-9603	CUEVAS JOSE	13963 KALAHARI CT	MORENO V	92553	255.18	25.518	50.53	331.22
71921045003	296223024	684277	HOWARD, DAWN (RENT)	13993	KALAHARI CT	92553-9603	MCNEIL GEORGE	942 W 59TH DR	LOS ANGEI	90044	127.59	12.76	25.26	165.60
66429755004	474292027	684277	PHONG, KHA MICHAEL	25036	KALMIA AVE	92557-5757	KHA MICHAEL PHONG	25036 KALMIA ST	MORENO V	92557	255.29	25.53	50.55	331.36
96419305004	474292023	684277	BANDA, GABRIEL	25146	KALMIA AVE	92557-5723	BANDA GABRIEL V	25146 KALMIA ST	MORENO V	92557	83.40	8.34	16.51	108.24
66319475006	474333019	684277	GASYAR,KRISTINA (RENT)	25228	KALMIA AVE	92557-5732	SFR 2012 1 U S WEST	135 N ROBLES AVE	PASADENA	91101	140.86	14.09	27.89	182.82
96591025009	474402022	684277	LOUGH, CATHI	25462	KALMIA AVE	92557-5736	LOUGH JOHN W	25462 KALMIA ST	MORENO V	92557	403.92	40.39	79.98	524.28
93858373001	474402001	684277	GARCIA, BENNY AND JOAN	25476	KALMIA AVE	92557-5736	BANK OF AMERICA	1800 TAPO CANYON SV2202	SIMI VALLE	93063	332.64	33.26	65.86	431.76
93317103005	474675015	684277	LEWIS, ANDREA (RENT)	25576	KALMIA AVE	92557-5803	LOUDEN	P O BOX 1226	OAKLAND	99604	324.45	32.445	64.24	421.12
84398725006	474675016	684277	CAMPBELL, FANNY	25590	KALMIA AVE	92557-5803	CAMPBELL FANNIE	25590 KALMIA AVE	MORENO V	92557	255.40	25.54	50.57	331.50
98321533002	474110038	684277	AGUILAR, JANEL	25890	KALMIA AVE	92557-5838	AGUILAR JANEL	25890 KALMIA ST	MORENO V	92557	332.64	33.26	65.86	431.76
31565515008	474220064	684277	ORTIZ, ELIZABETH	26091	KALMIA AVE	92555-1743	WHEELER ANDREW	26091 KALMIA AVE	MORENO V	92555	479.35	47.94	94.91	622.18
31107085009	474220011	684277	HARRIS, GLORIA	26191	KALMIA AVE	92555-1744	HU ZE JUN	334 N MONTEREY ST NO A	ALHAMBR	91801	332.64	33.26	65.86	431.76
65576925008	474220012	684277	STOKES, ROBERT	26203	KALMIA AVE	92555-1724	STOKES ROBERT LEON	26203 KALMIA AVE	MORENO V	92555	332.64	33.26	65.86	431.76
91010945002	474220032	684277	STOKES, LORRAINE	26246	KALMIA AVE	92555-1723	VONDEAUXPLETTE LORRAINE A D	26246 KALMIA AVE	MORENO V	92555	332.40	33.24	65.82	431.44
31139955009	474220025	684277	RHODES, MR AND MRS KEITH D	26340	KALMIA AVE	92555-1720	BAMBRICK COLEEN KATHLEEN	26340 KALMIA AVE	MORENO V	92555	332.40	33.24	65.82	431.44
75267875002	474230008	684277	MACON, DITRA	26611	KALMIA AVE	92555-1761	MULLINS DITRA	26611 KALMIA AVE	MORENO V	92555	347.61	34.76	68.83	451.18
31144435009	473371004	684277	WILLIAMS, RUTH	27831	KALMIA AVE	92555-5262	WILLIAMS RUTH SELF	27831 KALMIA AVE	MORENO V	92555	326.22	32.622	64.59	423.42
65458785008	473373003	684277	DELONE, RAYMOND	27927	KALMIA AVE	92555-5213	DELONE RAYMOND	27927 KALMIA AVE	MORENO V	92555	255.29	25.53	50.55	331.36
31372705009	473373006	684277	FRANKLIN, CHESTER AND SHERRIL	27999	KALMIA AVE	92555-5213	FRANKLIN CHESTER A	27999 KALMIA AVE	MORENO V	92555	344.00	34.40	68.11	446.50
97386715008	473401020	684277	BRUNO, NICK	28270	KALMIA AVE	92555-5220	BRUNO NICHOLAS V	28270 KALMIA AVE	MORENO V	92555	588.14	58.81	116.45	763.40
31248985000	296212017	684277	NAVARRO, ALFONSO	13784	KAREN LYNN DR	92553-1724	NAVARRO ALFONSO	13784 KARENLYNN DR	MORENO V	92553	255.18	25.518	50.53	331.22
93135065009	296212007	684277	MYERS, ANA AND JENNIFER (OWN	13789	KAREN LYNN DR	92553-1726	MYERS ANA MARIA	13789 KARENLYNN DR	MORENO V	92553	289.81	28.98	57.38	376.16
90864373002	296212016	684277	GRADILLA, MARIA	13794	KAREN LYNN DR	92553-1724	CUEVA GLORIA E	13794 KARENLYNN DR	MORENO V	92553	156.81	15.68	31.05	203.52
91839655004	296212009	684277	MYERS, ANA	13811	KAREN LYNN DR	92553-3465	MYERS LOUIS A	13811 KARENLYNN DR	MORENO V	92553	255.29	25.53	50.55	331.36
84763755004	296212012	684277	ESTEVEZ, YADIRA	13834	KAREN LYNN DR	92553-3465	STARLITE MGMT II	26034 PECK ST	MORENO V	92555	255.40	25.54	50.57	331.50
96620405006	486384018	684277	BUTLER, PAULETTE	25820	KARISA CIR	92551-1968	RODRIGUEZ FRANCISCO E	15734 RAGLEY ST	HACIENDA	91745	191.55	19.155	37.93	248.62
31268585004	485052029	684277	MILLER, MICHAEL (RENT)	24298	KARRY CT	92551-7673	JOHNSON JOEY J	19023 COLBECK AVE	CARSON C	90746	89.02	8.902	17.63	115.54
91167525008	485052030	684277	JONES, TOMESHA (OWNR)	24304	KARRY CT	92551-3652	JONES TOMESHA LATRIENNE N	24304 KARRY CT	MORENO V	92551	191.77	19.18	37.97	248.90
92231865009	485052044	684277	MONTANO, MS	24313	KARRY CT	92551-3653	RODRIGUEZ JORGE RUIZ	24313 KARRY CT	MORENO V	92551	191.77	19.18	37.97	248.90
73312795005	485052042	684277	MENDOZA, GUADALUPE (RENT)	24327	KARRY CT	92551-3653	LUA ELISEO	24327 KARRY CT	MORENO V	92551	107.58	10.76	21.30	139.62
31218835007	485052037	684277	MARQUEZ, SILVIA (OWNR)	24348	KARRY CT	92551-3652	SERNA JESUS MARQUEZ	24348 KARRY CT	MORENO V	92551	255.40	25.54	50.57	331.50
31147835008	475182037	684277	MEDINA, TIMOTHY	11618	KASBA CIR	92557-5516	MEDINA TIMOTHY S	11618 KASBA CIR	MORENO V	92557	190.40	19.04	37.70	247.12
31610025005	475182030	684277	SANDERS, PAULA	11621	KASBA CIR	92557-5516	VANDERPAL JASON A	11621 KASBA CIR	MORENO V	92557	255.29	25.53	50.55	331.36
95798525006	479421018	684277	SANCHEZ, VIOLETA (RENT)	12320	KASOTA CT	92557-7608	BOGANWRIGHT ANDREW	12320 KASOTA CT	MORENO V	92557	255.40	25.54	50.57	331.50
55258955008	479421016	684277	HART, DEVIN	12347	KASOTA CT	92557-7608	HART DEVIN P	12347 KASOTA CT	MORENO V	92557	63.96	6.40	12.66	83.02
70560365002	479421013	684277	ANDERSON ADULT HOME	12383	KASOTA CT	92557-7608	ANDERSON LOUISE	12383 KASOTA CT	MORENO V	92557	332.64	33.26	65.86	431.76
88045485009	479421012	684277	MCVEY, RICK	12395	KASOTA CT	92557-7608	MCVEY RIC L	12395 KASOTA CT	MORENO V	92557	255.40	25.54	50.57	331.50
86286533001	479421011	684277	HEWITT, DARRYL	12407	KASOTA CT	92557-7641	HEWITT DARRYL	12407 KASOTA CT	MORENO V	92557	487.12	48.71	96.45	632.28

57905725001	479421010	684277	PEDRO, MATEO (RENT)	12419	KASOTA CT	92557-7641	BIBIANO MARIO	25953 CORTE SAN LEANDRO	MORENO V	92551	268.06	26.81	53.08	347.94
96481065004	485145001	684277	CRUZ, JENSIS (RENT)	24345	KATRINA AVE	92551-3663	LEE DAVID A	24345 KATRINA AVE	MORENO V	92551	349.29	34.929	69.16	453.36
31195215007	485142032	684277	DELACRUZ, ROSA LINDA (RENT)	24360	KATRINA AVE	92551-3666	VALDEZ MARIA TERESA	24360 KATRINA AVE	MORENO V	92551	127.26	12.726	25.20	165.18
85608205006	485142033	684277	WHITTINGTON, VICTORIA	24370	KATRINA AVE	92551-3666	WHITTINGTON VICTORIA	24370 KATRINA AVE	MORENO V	92551	255.29	25.53	50.55	331.36
31643795004	485142037	684277	BEAL, KAREN (OWNR)	24408	KATRINA AVE	92551-7683	BEAL KAREN Y	24408 KATRINA AVE	MORENO V	92551	91.77	9.177	18.17	119.1
61164905001	485145010	684277	ORTIZ, JULIO	24417	KATRINA AVE	92551-3664	RAMOS ROSA AGUILAR	24417 KATRINA AVE	MORENO V	92551	255.29	25.53	50.55	331.36
96786525000	485141020	684277	ECHENIQUE, MARIA AND MICHAE	24438	KATRINA AVE	92551-3665	ECHENIQUE MARIA T	24438 KATRINA AVE	MORENO V	92551	128.03	12.80	25.35	166.18
94290595000	485141027	684277	HAUGHTON, JAMES H	24496	KATRINA AVE	92551-3665	HAUGHTON JAMES H	24496 KATRINA AVE	MORENO V	92551	255.29	25.53	50.55	331.36
31619755002	474170019	684277	LEE, DELMA (OWNR)	11575	KAYAL AVE	92557-5810	LEE TOSHIO	11575 KAYAL AVE	MORENO V	92557	255.29	25.53	50.55	331.36
31060295006	474180021	684277	WHEELER, DIANE (RENT)	11643	KAYAL AVE	92557-6618	OLIVER MARGUERITE	16724 EDGE GATE DR	RIVERSIDE	92504	96.92	9.69	19.19	125.80
31197125002	474180024	684277	RICHARDSON, LARRY	11685	KAYAL AVE	92557-6619	BOBADILLA JOSE JESUS	11685 KAYAL AVE	MORENO V	92557	255.29	25.53	50.55	331.36
31321795007	474180025	684277	JAMES, DELIA	11699	KAYAL AVE	92557-6619	LEE CHARLIE	3038 WINDMILL DR	DIAMOND	91765	332.64	33.26	65.86	431.76
31287935001	478351017	684277	STEPHENS, CHRISTINA	28423	KEATON DR	92555-6023	LI MEI LING LU	411 E DUARTE RD NO 1	ARCADIA (	91006	163.40	16.34	32.35	212.08
56078165005	478351032	684277	RICHARDS, NORBERT	28403	KEATON DR	92555-6025	RICHARDS NORBERT	28403 KEATON DR	MORENO V	92555	255.29	25.53	50.55	331.36
31464445009	478351031	684277	WHITFIELD, SHERRY	28423	KEATON DR	92555-6025	ASSAY BIOTECHNOLOGY COMPANY INC	1063 MORSE AVE NO 10	SUNNYVAL	94089	334.11	33.411	66.15	433.66
75062685007	478351030	684277	WILLIAMS, XAVIER (OWNR)	28443	KEATON DR	92555-6025	STIEDE LAURA ELENA	28443 KEATON DR	MORENO V	92555	372.74	37.27	73.80	483.8
61487245005	478360010	684277	MOHSIN, AZIZA (OWNR)	13570	KELTON CT	92555-6019	WORT PATRICIA	13570 KELTON CT	MORENO V	92555	91.77	9.18	18.17	119.10
75491675000	478360012	684277	ODLAND, DORENE	13610	KELTON CT	92555-6018	ODLAND CRAIG S	13610 KELTON CT	MORENO V	92555	332.40	33.24	65.82	431.44
68600175000	482662029	684277	ZAMORA, RAFAEL	14820	KENNEBEC CT	92553-7620	ZAMORA RAFAEL	14820 KENNEBEC CT	MORENO V	92553	255.29	25.53	50.55	331.36
98548323004	482662032	684277	LLAMAS, MARIA AND JESUS (OWN	14850	KENNEBEC CT	92553-7620	LLAMAS JESUS T	14850 KENNEBEC CT	MORENO V	92553	255.40	25.54	50.57	331.50
86822195004	482662014	684277	TAYLOR, PARRIE (RENT)	14875	KENNEBEC CT	92553-7627	KIMBERLING MYRON Z	15683 VERSAILLES CT	MORENO V	92555	78.14	7.81	15.47	101.42
92078575005	482662013	684277	BANUELOS, ARTURO	14885	KENNEBEC CT	92553-7627	BANUELOS ESPERANZA	14885 KENNEBEC CT	MORENO V	92553	255.29	25.53	50.55	331.36
66907185009	482662010	684277	VASQUEZ, JESSICA	14915	KENNEBEC CT	92553-5109	VASQUEZ JESSICA D	14915 KENNEBEC CT	MORENO V	92553	55.96	5.60	11.08	72.62
31302005003	312102037	684277	COLEMAN, RENAEE	16290	KENSINGTON PL	92551-9267	DONNELL DAISY L	24068 EUCALYPTUS AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31328765008	312102041	684277	JACKSON, LOIS	16314	KENSINGTON PL	92551-9297	TANNER CHANG B	14080 GRAHAM	MORENO V	92553	255.40	25.54	50.57	331.50
89928025002	312102046	684277	NORRIS, LINDA	16358	KENSINGTON PL	92551-9268	DANG XIN T	5102 OAKFIELD AVE	SANTA AN	92703	23.56	2.356	4.66	30.58
96104215001	312102047	684277	SMITH, LETITIA	16368	KENSINGTON PL	92551-9268	SMITH LETITIA K	16368 KENSINGTON PL	MORENO V	92551	255.29	25.53	50.55	331.36
60020695000	312104002	684277	MEZA, SUSANA	16418	KENSINGTON PL	92551-9270	MEZA SUSANA H	16418 KENSINGTON PL	MORENO V	92551	117.32	11.73	23.23	152.28
95880665002	312103001	684277	VERGARA, RICARDO	16461	KENSINGTON PL	92551-9269	VERGARA RICHARD	16461 KENSINGTON PL	MORENO V	92551	255.40	25.54	50.57	331.50
31341865000	308552014	684277	RODGERS, ALANA	17389	KENTUCKY DERBY DR	92555-7907	SCHNACK ERIC	17389 KENTUCKY DERBY DR	MORENO V	92555	255.29	25.53	50.55	331.36
91133013007	308560027	684277	CLOSURE, CONNIE (RENT)	17410	KENTUCKY DERBY DR	92555-7911	SECRETARY HOUSING & URBAN DEV OF	400 NATIONAL WAY	SIMI VALLE	93065	79.29	7.929	15.70	102.9
59142545007	308560023	684277	CHACON, CAESAR AND MIRELLA	17434	KENTUCKY DERBY DR	92555-7911	BARTLETT JACQUELINE	20440 BROWN ST	PERRIS CA	92570	142.80	14.28	28.27	185.34
95306985001	308561006	684277	LAMAR, BENJAMIN (OWNR)	17455	KENTUCKY DERBY DR	92555-7910	BENJAMIN LAMAR RAMON	17455 KENTUCKY DERBY DR	MORENO V	92555	255.40	25.54	50.57	331.50
92728865004	308560016	684277	JACKSON, LATONYA	17476	KENTUCKY DERBY DR	92555-7912	RILEY MONICA	17476 KENTUCKY DERBY DR	MORENO V	92555	255.29	25.53	50.55	331.36
91967325003	308561009	684277	EILEFSON, JOHN	17491	KENTUCKY DERBY DR	92555-7910	EILEFSON JOHN W	17491 KENTUCKY DERBY DR	MORENO V	92555	255.29	25.53	50.55	331.36
96175645001	475271001	684277	ROWE JR, RAYMOND	24011	KERNWOOD DR	92557-6358	ROWE RAYMOND L	24011 KERNWOOD DR	MORENO V	92557	255.29	25.53	50.55	331.36
83865135009	475271002	684277	CAMACHO, REYNA (RENT)	24025	KERNWOOD DR	92557-6358	PACHECO GREGORIO	11603 BLUE JAY CT	MORENO V	92557	182.99	18.30	36.23	237.52
62157355009	475271003	684277	VALENZUELA, JESUS	24037	KERNWOOD DR	92557-6358	VALENZUELA JESUS M	24037 KERNWOOD DR	MORENO V	92557	255.40	25.54	50.57	331.50
97197805000	475272004	684277	BRADY, MARY (OWNR)	24056	KERNWOOD DR	92557-6351	BRISTER TERI	24056 KERNWOOD DR	MORENO V	92557	141.62	14.162	28.04	183.82
94429915007	475272005	684277	TAYLOR, SHARON	24070	KERNWOOD DR	92557-6351	TAYLOR SHARON ANN	24070 KERNWOOD DR	MORENO V	92557	255.40	25.54	50.57	331.50
73435385000	475272012	684277	BALDWIN,CYNTHIA	24095	KERNWOOD DR	92557-6352	DEBISSCHOP CHARLES A	6568 ELM AVE	SAN BERN	92404	255.40	25.54	50.57	331.50
73665475003	316131016	684277	ANDERSON, ALLEN (RENT)	16701	KETTENBURG LN	92551-7409	MARTIN CARLOS I	16701 KETTENBURG LN	MORENO V	92551	177.22	17.722	35.09	230.02
90879165004	316133002	684277	LEYVA, JOSE (RENT)	16708	KETTENBURG LN	92551-7408	TUCKER DERRICK L	16708 KETTENBURG LN	MORENO V	92551	255.29	25.53	50.55	331.36
92397123004	316133004	684277	HERCULES, GERMAN AND CARME	16724	KETTENBURG LN	92551-7408	ZEPEDA DAVID	2097 E WASHINTON STE 1E	COLTON C	92324	332.16	33.216	65.77	431.14
31568415003	316131013	684277	DIAMOND, SINGI (RENT)	16725	KETTENBURG LN	92551-7409	LOUDEN	1999 HARRISON ST STE 2200	OAKLAND	94612	146.68	14.67	29.04	190.38
31620105007	316133005	684277	BACHMAN, TODD AND DENISE	16732	KETTENBURG LN	92551-7408	BACHMAN TODD M	16732 KETTENBURG LN	MORENO V	92553	255.29	25.53	50.55	331.36
31253765008	264322010	684277	VIELMAN, ANA	11765	KETTERING CT	92557-6136	SOBERANIS HENRY D	11765 KETTERING CT	MORENO V	92557	255.40	25.54	50.57	331.50
31285135003	264322009	684277	HOLLOWAY, WILLIAM J	11766	KETTERING CT	92557-6135	HOLLOWAY WILLIAM J	11766 KETTERING CT	MORENO V	92557	255.29	25.53	50.55	331.36
31255425005	264322013	684277	SAMUELS, LOLA H	11789	KETTERING CT	92557-6136	SAMUELS AUBREY G	23061 GOLDEN EYE LN	MORENO V	92557	154.66	15.47	30.62	200.74
31598175000	264322014	684277	ACOSTA, CHRISTMAS (RENT)	11797	KETTERING CT	92557-6136	WHITE ERIC	11797 KETTERING CT	MORENO V	92557	120.53	12.053	23.86	156.44
92398313008	475240032	684277	MOGHADDAM, NOSART	11841	KILGORE ST	92557-6446	MOGHADDAM NOSRATOLLAH	11841 KILGORE ST	MORENO V	92557	332.40	33.24	65.82	431.44
94953985001	475293062	684277	DAUSTER, FRANKLIN	11961	KILGORE ST	92557-6438	DAUSTER FRANKLIN L	11961 KILGORE ST	MORENO V	92557	255.29	25.53	50.55	331.36
31364675002	475293064	684277	RIVERA, NANETTE (OWNR)	11989	KILGORE ST	92557-6438	RIVERA NANETTE M	1300 W SUMMIT ST NO B	LONG BEA	90810	332.64	33.26	65.86	431.76
97129095002	481341028	684277	NAVARRETE, ALEJANDRINA	12106	KILGORE ST	92557-7806	MONTANO ALEJANDRINA	12106 KILGORE ST	MORENO V	92557	255.29	25.53	50.55	331.36
31529875008	481341027	684277	ALLEN, JAMES AND LORI	12118	KILGORE ST	92557-7806	ALLEN LORI SUE	12118 KILGORE ST	MORENO V	92557	332.40	33.24	65.82	431.44
97850735009	481341026	684277	NAKAAHIKI, NALU	12130	KILGORE ST	92557-7806	CALUYA JERRY S	12130 KILGORE ST	MORENO V	92557	255.29	25.53	50.55	331.36
93518185001	478166020	684277	PELAYO, MAYRA (OWNR)	28766	KIMBERLY AVE	92555-6914	PELAYO MAYRA A	28766 KIMBERLY AVE	MORENO V	92555	155.40	15.54	30.77	201.70
97708455007	478431019	684277	CAMPBELL, ROBERT (OWNR)	29025	KIMBERLY AVE	92555-7208	CAMPBELL ROBERT SCOTT	29025 KIMBERLY AVE	MORENO V	92555	255.40	25.54	50.57	331.50
31086965000	478430007	684277	ACOSTA, LESLIE (OWNR)	29070	KIMBERLY AVE	92555-7215	ACOSTA LESLIE A	29070 KIMBERLY AVE	MORENO V	92555	255.40	25.54	50.57	331.50
95813545009	482462030	684277	HERRERA, ADISLEIDI (OWNR)	14137	KINGSWAY CT	92553-3998	COUTIN ADISLEIDYS HERRERA	14137 KINGSWAY CT	MORENO V	92553	186.20	18.62	36.87	241.68
95212985000	482462031	684277	BAILON, JOSE	14138	KINGSWAY CT	92553-3998	BAILON JOSE P	14138 KINGSWAY CT	MORENO V	92553	255.29	25.53	50.55	331.36
90280895002	482462037	684277	CADENAS, SALVADOR (OWNR)	14244	KINGSWAY CT	92553-3998	CADENAS SALVADOR	14244 KINGSWAY CT	MORENO V	92553	255.40	25.54	50.57	331.50
87512995002	291502002	684277	VELASCO, SANDRA	22385	KINROSS LN	92557-6806	VELASCO SANDRA	23949 HAZELWOOD DR	MORENO V	92557	183.21	18.32	36.28	237.80
64081445001	291502003	684277	MARTINEZ, RAFAEL	22395	KINROSS LN	92557-6806	MARTINEZ RAFAEL	22395 KINROSS LN	MORENO V	92557	255.40	25.54	50.57	331.50
31239955007	291502011	684277	ZARATE, RUBEN AND ESPERANZA	22475	KINROSS LN	92557-6807	MIRANDA ARNULFO	16120 PALOMINO LN	MORENO V	92551	148.23	14.82	29.35	192.40

31472075009	291432005	684277	HERNANDEZ, JAVIER	22564	KINROSS LN	92557-6808	HERNANDEZ JAVIER	22564 KINROSS LN	MORENO V	92557	249.72	24.97	49.44	324.12
95676685000	291431017	684277	ALVARADO, BARBARA	22565	KINROSS LN	92557-6809	JACKSON ALVARADO BARBARA J	22565 KINROSS LN	MORENO V	92557	255.29	25.53	50.55	331.36
91360125003	291432003	684277	ANDRADE, DORA (RENT)	22586	KINROSS LN	92557-6808	VINTAGE WORLD PROP	10161 BOLSA AVE NO 204C	WESTMINS	92683	73.39	7.34	14.53	95.26
1.00868E+11	291402019	684277	EDEY, CALVIN	22625	KINROSS LN	92557-6800	EDEY CALVIN D	22625 KINROSS LN	MORENO V	92557	255.29	25.53	50.55	331.36
96287485007	291402015	684277	PEREZ, HELEN	22675	KINROSS LN	92557-6800	PEREZ HELEN	22675 KINROSS LN	MORENO V	92557	155.29	15.53	30.75	201.56
31633765001	291404006	684277	DELGADO, TIFFANY AND RICHARD	22752	KINROSS LN	92557-6936	DELGADO NICHOLAS G	22752 KINROSS LN	MORENO V	92557	255.40	25.54	50.57	331.50
96442275002	291404009	684277	GARCIA, MIGUEL (RENT)	22788	KINROSS LN	92557-6936	HOLGUIN JESUS MANUEL	22788 KINROSS LN	MORENO V	92557	255.40	25.54	50.57	331.50
1.00363E+11	291404010	684277	HAINE, RHONDA	22800	KINROSS LN	92557-6986	HAINE BRIAN A	22800 KINROSS LN	MORENO V	92557	332.40	33.24	65.82	431.44
31651965001	291361032	684277	PATAKY, ROBERT (RENT)	22851	KINROSS LN	92557-6937	OLHAUSEN GLENN J	22851 KINROSS LN	MORENO V	92557	255.40	25.54	50.57	331.50
93152415001	291382028	684277	RODRIGUEZ, JAVIER	13038	KIOWA DR	92553-7820	RODRIGUEZ JAVIER	13038 KIOWA DR	MORENO V	92553	63.96	6.40	12.66	83.02
31590395001	291381018	684277	CLEARY, DEBBIE (RENT)	13055	KIOWA DR	92553-7821	COMPTON VERNON ELECTRO	2825 TEMPLE AVE	SIGNAL HIL	90755	122.31	12.23	24.22	158.74
31343945000	291382021	684277	MENCHACA, DOREEN	13096	KIOWA DR	92553-7820	MENCHACA DOREEN	13096 KIOWA DR	MORENO V	92553	255.29	25.53	50.55	331.36
53812765004	291382019	684277	SNYDER, VALEN (RENT)	13112	KIOWA DR	92553-6413	LOPEZ LEO	22111 NEWPORT AVE SPC 11	GRAND TE	92313	255.40	25.54	50.57	331.50
31622895007	291381028	684277	LOPEZ, ROLANDO	13131	KIOWA DR	92553-7822	GONZALEZ ANAZELE	13131 KIOWA DR	MORENO V	92553	255.29	25.53	50.55	331.36
88605019009	291381033	684277	LOZANO, VALERIE (OWNR)	13169	KIOWA DR	92553-7822	LOZANO VALERIE	13169 KIOWA DR	MORENO V	92553	191.77	19.18	37.97	248.90
92896303007	291381034	684277	GILBERT, GORDON	13177	KIOWA DR	92553-7822	GILBERT GORDON WESLEY	13177 KIOWA DR	MORENO V	92553	255.29	25.53	50.55	331.36
91601183007	291381037	684277	TRUELL, VERNON (RENT)	13197	KIOWA DR	92553-6415	KABBINAVAR FAIROOZ F	5844 WOODLAKE AVE	WOODLAN	91367	36.68	3.668	7.26	47.6
97110655004	291382008	684277	PLAMONDON, GREGG	22818	KIOWA DR	92553-7819	PLAMONDON GREGG B	22818 KIOWA CT	MORENO V	92553	255.29	25.53	50.55	331.36
74139765007	291392014	684277	HARTMAN, GARY	22672	KIRKBY CIR	92557-6801	HIPPOZE BULK INV	1627 VIA ROMA	CORONA C	92881	255.18	25.518	50.53	331.22
94692735008	482663002	684277	CUEVAS, JAIME (RENT)	24225	KISMET CIR	92553-7631	HOANG KEVIN	1945 N REDDING AVE	ROSEMEAD	91770	134.96	13.50	26.72	175.16
66610065004	474402005	684277	FERGUSON, ARTHUR AND ELLEN	11401	KITCHING ST	92557-5826	FERGUSON ELLEN	11401 KITCHING ST	MORENO V	92557	232.40	23.24	46.02	301.64
49468035006	474170003	684277	GARCIA, ORFELINA AND SANTIAGO	11530	KITCHING ST	92557-5827	CANDIA SANTIAGO	3750 URBANA AVE	MIRA LOM	91752	255.40	25.54	50.57	331.50
94901225000	474152004	684277	BENSON, JUSTIN	11763	KITCHING ST	92557-6608	MISSION COUNTIES DEV	P O BOX 20631	RIVERSIDE	92516	688.26	68.83	136.28	893.36
31255405009	474152005	684277	FERNANDEZ, FRANK	11791	KITCHING ST	92557-6608	FERNANDES FRANK	11795 KITCHING ST	MORENO V	92557	332.40	33.24	65.82	431.44
73261165006	474162015	684277	BLANCO, MANUEL	11945	KITCHING ST	92557-6640	BLANCO MANUEL I	11945 KITCHING ST	MORENO V	92557	255.29	25.53	50.55	331.36
31436365003	479421004	684277	PARSON, GLENN	12360	KITCHING ST	92557-7617	PARSON GLENN ALLISON	12360 KITCHING ST	MORENO V	92557	128.03	12.80	25.35	166.18
31609315006	479421008	684277	GOBEA, ESPERANZA	12400	KITCHING ST	92557-7620	COLFIN AI CA 4	24682 DEL PRADO NO 200	DANA POIN	92629	255.29	25.53	50.55	331.36
96779115001	479060003	684277	CORREA, ERICA (OWNR)	12655	KITCHING ST	92553-4723	COREA ERICA A	12655 KITCHING ST	MORENO V	92553	332.64	33.26	65.86	431.76
31223805003	479060004	684277	VALADEZ, RAYMOND AND AGNES	12671	KITCHING ST	92553-4723	VALADEZ RAYMOND A	12671 KITCHING ST	MORENO V	92553	255.40	25.54	50.57	331.50
31530425001	264121009	684277	MAWVINITT, FRED	11520	KIWI CT	92557-5425	MAWCINITT FRED	11520 KIWI CT	MORENO V	92557	255.29	25.53	50.55	331.36
31072895005	264121014	684277	TAITANO, RAYMOND P	11570	KIWI CT	92557-5425	FISH AMY G	11570 KIWI CT	MORENO V	92557	255.29	25.53	50.55	331.36
31190595008	473384002	684277	FERNANDEZ, NORMAN	11670	KNOLL VISTA ST	92555-5314	FERNANDEZ NORMAN A	11670 KNOLL VISTA ST	MORENO V	92555	249.72	24.97	49.44	324.12
31216465008	473384005	684277	GOOCH, RON	11748	KNOLL VISTA ST	92555-5317	GOOCH RONALD D	11748 KNOLL VISTA ST	MORENO V	92555	332.40	33.24	65.82	431.44
92745775007	296022004	684277	HARRIEL, ANDREA	13065	KOCHI DR	92553-5971	GOLDLINK INV	2654 SHERWOOD AVE	FULLERTOI	92831	255.29	25.53	50.55	331.36
97780063008	296023007	684277	AGUIRRE, RUBEN (RENT)	13112	KOCHI DR	92553-5955	AGUIRRE LINDA M	13112 KOCHI DR	MORENO V	92553	196.43	19.64	38.89	254.96
97120545007	296032007	684277	SEARS, ROBERT	13177	KOCHI DR	92553-5956	SEARS ROBERT C	13177 KOCHI DR	MORENO V	92553	255.29	25.53	50.55	331.36
60099465002	296033007	684277	IBARRA, MARTHA	13214	KOCHI DR	92553-5970	IBARRA ISMAEL	13214 KOCHI DR	MORENO V	92553	31.66	3.17	6.27	41.08
31588555001	292193008	684277	FERRIER, JOHN (RENT)	12110	KRISTEN CT	92557-7148	BUENROSTRO MARISELLA	12110 KRISTEN CT	MORENO V	92557	70.09	7.009	13.88	90.96
60465255009	292193009	684277	BROWN, RICHARD E AND MARY H	12124	KRISTEN CT	92557-7148	BROWN RICHARD E	12124 KRISTEN CT	MORENO V	92557	205.29	20.53	40.65	266.46
91495545009	296161045	684277	RICHARDSON, ROBERT	13699	KRISTINA CT	92553-9654	RICHARDSON ROBERT D	13699 KRISTINA CT	MORENO V	92553	332.40	33.24	65.82	431.44
91495225006	296161046	684277	CARDENAS, JESUS	13707	KRISTINA CT	92553-9684	SYLVE EDWARD J	13707 KRISTINA CT	MORENO V	92553	155.40	15.54	30.77	201.70
95606435000	296161048	684277	MEDRANO, MIKAELA	13727	KRISTINA CT	92553-9684	MEDRANO MICAELA V	13727 KRISTINA CT	MORENO V	92553	255.29	25.53	50.55	331.36
87720395007	296161038	684277	MURGUIA, ROSA (OWNR)	13736	KRISTINA CT	92553-9683	MURGUIA ARTURO	13736 KRISTINA CT	MORENO V	92553	221.41	22.14	43.84	287.38
62497705006	485052054	684277	MONTGOMERY, DAVID	24320	KURT CT	92551-3658	KIRMANI TANVEER	51 WILLOWBROOK LN	POMONA	91766	65.86	6.59	13.04	85.48
31353935001	485052065	684277	NAVARRO, BLONDY	24321	KURT CT	92551-7654	NAVARRO BLONDY	24321 KURT CT	MORENO V	92551	255.29	25.53	50.55	331.36
92397103008	485052055	684277	FLORES, ANTONIO M	24328	KURT CT	92551-3658	FLORES ANTONIO M	24328 KURT CT	MORENO V	92551	255.29	25.53	50.55	331.36
95622435007	485052057	684277	ZEPEDA, ALEX (RENT)	24342	KURT CT	92551-3658	ZEPEDA JUAN JOSE	24342 KURT CT	MORENO V	92551	255.40	25.54	50.57	331.50
56205895001	479671002	684277	PARKER, LATANYA	13270	KYLE DR	92553-5413	WEI AMY	13270 KYLE DR	MORENO V	92553	280.40	28.04	55.52	363.94
83603045003	479671006	684277	BRISTNO, LOURDES	13318	KYLE DR	92553-5413	ELIAS LOURDES	13318 KYLE DR	MORENO V	92553	255.40	25.54	50.57	331.50
31310905007	479671016	684277	SCOTT, KATHLEEN (OWNR)	13438	KYLE DR	92553-5422	SCOTT KATHLEEN S	13438 KYLE DR	MORENO V	92553	154.48	15.45	30.59	200.50
97055995000	486384008	684277	CEBALLOS, MARIA (RENT)	25820	LA BARCA RD	92551-1927	CERDA PABLO S	11374 IVORY AVE	FOUNTAIN	92708	100.33	10.03	19.87	130.22
75285135000	486387005	684277	HENDERSON, WAYNE	25885	LA BARCA RD	92551-1928	HENDERSON WAYNE LEE	25885 LA BARCA RD	MORENO V	92551	332.40	33.24	65.82	431.44
64883065009	486387010	684277	THOMAS, ELAINE (OWNR)	25935	LA BARCA RD	92551-1930	THOMAS ELAYNE M	25935 LA BARCA RD	MORENO V	92551	255.18	25.518	50.53	331.22
96341365007	486387014	684277	CHANG, FRANK AND HU, SHIU FEN	25975	LA BARCA RD	92551-1930	HU SHIU FEN	1031 S PALMETTO AVE NO M6	ONTARIO	91762	332.64	33.26	65.86	431.76
31319335008	486387016	684277	STONE, LAYLA (OWNR)	25995	LA BARCA RD	92551-1930	STONE LAYLAH	25995 LA BARCA RD	MORENO V	92551	255.14	25.51	50.52	331.16
92573935000	484241016	684277	TORO, ALBERTO	14825	LA BRISIS WAY	92553-1510	TORO ALBERTO	14825 LA BRISIS WAY	MORENO V	92553	255.29	25.53	50.55	331.36
31070385006	484241025	684277	GODOY, JESUS	14850	LA BRISIS WAY	92553-7150	GODOY JESUS	14850 LA BRISIS WAY	MORENO V	92553	255.40	25.54	50.57	331.50
31509885008	484241026	684277	TUCKER, MARVIN	14860	LA BRISIS WAY	92553-7150	TUCKER MARVIN JOHN	14860 LA BRISIS WAY	MORENO V	92553	191.66	19.17	37.95	248.76
90626725002	304541010	684277	LAUREL, CATRINA (OWNR)	15214	LA CASA DR	92555-5839	YAMAGUCHI MARCUS Y	15214 LA CASA DR	MORENO V	92555	255.40	25.54	50.57	331.50
91369215005	304550012	684277	YOUNG, MARY	15279	LA CASA DR	92555-5840	YOUNG MARY L	15279 LA CASA DR	MORENO V	92555	255.40	25.54	50.57	331.50
71516575009	304550011	684277	MILEY, JUANA (RENT)	15289	LA CASA DR	92555-5840	HOLDEN JERRY	1513 FAIRFIELD CT NO 1	ONTARIO	91761	255.29	25.53	50.55	331.36
83668245004	304550010	684277	PARMLEY, SILVA	15299	LA CASA DR	92555-5840	TRUONG CHARLES	15299 LA CASA DR	MORENO V	92555	255.40	25.54	50.57	331.50
31595415006	304550007	684277	MARTINEZ, ELENILSON	15325	LA CASA DR	92555-5842	AURORA LOAN SERVICES	10350 PARK MEADOWS DR	LITTLETON	80124	255.18	25.518	50.53	331.22
93691513007	304550001	684277	SANCHEZ, VIVIANA	15371	LA CASA DR	92555-5842	SANCHEZ JOSE M	15371 LA CASA DR	MORENO V	92555	255.40	25.54	50.57	331.50
81678555009	304550047	684277	LETT, GLADYS	15424	LA CASA DR	92555-5843	LETT GLADYS M	15424 LA CASA DR	MORENO V	92555	332.64	33.26	65.86	431.76

93002775002	304190079	684277	GILSON, PHEBE	15861	LA COSTA ALTA DR	92555-5935	GILSON PHEBE	15861 LA COSTA ALTA DR	MORENO V	92555	66.77	6.677	13.22	86.66
87085613009	304330023	684277	DOMINGUEZ, REYNA AND RUBEN	15891	LA COSTA ALTA DR	92555-5935	LAZO AMILCAR	15891 LA COSTA ALTA DR	MORENO V	92555	255.29	25.53	50.55	331.36
91006123002	304330009	684277	ASKEW, KIM (OWNR)	15914	LA COSTA ALTA DR	92555-5936	BROWN DANETTE	15914 LA COSTA ALTA DR	MORENO V	92555	128.14	12.81	25.37	166.32
96552483004	304340002	684277	BEASLEY, SONYA	16004	LA COSTA ALTA DR	92555-5938	HUDSON LASONJA ANN	16004 LA COSTA ALTA DR	MORENO V	92555	332.40	33.24	65.82	431.44
97687733005	304340013	684277	NUNEZ, ALEXANDRA (OWNR)	16031	LA COSTA ALTA DR	92555-5937	NUNEZ ALEJANDRA	16031 LA COSTA ALTA DR	MORENO V	92555	255.40	25.54	50.57	331.50
94530955003	304340010	684277	CAREY, TERESA	16061	LA COSTA ALTA DR	92555-5937	CAREY VERA M	16061 LA COSTA ALTA DR	MORENO V	92555	332.40	33.24	65.82	431.44
70983125007	486385011	684277	MATTHEWS, LANITA (OWNR)	15580	LA ENTRADA DR	92551-1931	MATTHEWS KENNETH E	15580 LA ENTRADA DR	MORENO V	92551	303.21	30.31	60.02	393.42
60728795007	312061003	684277	GIBBS, YATHET	16020	LA FORTUNA LN	92551-2023	GIBBS ELLA JEAN	12008 MURIEL DR	LYNWOOD	90262	332.40	33.24	65.82	431.44
53626255005	312063004	684277	ELIAS, MARY	16095	LA FORTUNA LN	92551-1606	ELIAS MARY	16095 LA FORTUNA LN	MORENO V	92551	255.29	25.53	50.55	331.36
31166705005	312063003	684277	THOMAS, BETTY	16105	LA FORTUNA LN	92551-2024	ROSS SHALON E	16105 LA FORTUNA LN	MORENO V	92551	255.29	25.53	50.55	331.36
62818005000	312071013	684277	ASHLEY, TERRY	16180	LA FORTUNA LN	92551-2026	NGUYEN KHAI	16180 LA FORTUNA LN	MORENO V	92553	255.29	25.53	50.55	331.36
57611835002	312071015	684277	THOMPSON, DOROTHY	16200	LA FORTUNA LN	92551-2028	CABADA ALFRED	16200 LA FORTUNA LN	MORENO V	92551	332.40	33.24	65.82	431.44
71639455004	312071016	684277	DULING, TAMARA (RENT)	16210	LA FORTUNA LN	92551-2028	FULLSPRING	5690 CAMINO DE BRYANT	YORBA LIN	92887	132.40	13.24	26.22	171.84
96576365008	312071017	684277	LUNA, MELISSA	16220	LA FORTUNA LN	92551-2028	KIRMANI TANVEER A	16220 LA FORTUNA LN	MORENO V	92551	255.40	25.54	50.57	331.50
96214265007	312072023	684277	JOHNSON, DONOVAN	16225	LA FORTUNA LN	92551-2029	JOHNSON DONOVAN BENNETT	16225 LA FORTUNA LN	MORENO V	92551	332.64	33.26	65.86	431.76
58922895009	312072022	684277	GALLOWAY, VERA (RENT)	16235	LA FORTUNA LN	92551-2029	VOITA CAROL	3021 TURTLE CREEK RD	CALABASA	91302	332.64	33.26	65.86	431.76
31205825006	291523019	684277	JONES, DESHONE (RENT)	22552	LA JOLLA CIR	92553-7866	MOLAND DEE IONE GERALDINE	4512 PINEHILL TER	MARIETTA	30066	255.40	25.54	50.57	331.50
93595465000	291523024	684277	MOY, FRED	22555	LA JOLLA CIR	92553-7866	GOTANGCO ALVIN T	22555 LA JOLLA CIR	MORENO V	92553	332.64	33.26	65.86	431.76
97109725002	296043006	684277	GAMEZ, JOSE AND OLGA	23353	LA MESA LN	92553-3206	RODRIGUEZ JOSE N	23353 LA MESA LN	MORENO V	92553	255.40	25.54	50.57	331.50
31614065008	304370006	684277	WONZO, ADRIENNE (OWNR)	15179	LA PALMA WAY	92555-5806	WONZO ADRIENNE	26361 THROUGHBRED LN	MORENO V	92555	204.43	20.44	40.48	265.34
31101025005	304370004	684277	TAYLOR, ELIZABETH	15199	LA PALMA WAY	92555-5806	TAYLOR ELIZABETH	15199 LA PALMA WAY	MORENO V	92555	332.40	33.24	65.82	431.44
53244175004	304360011	684277	PERKINS, DANETTE (RENT)	15269	LA PALMA WAY	92555-5821	BARLETTA VENTURES	23052 ALICIA PKY NO HM611	MISSION V	92692	419.24	41.92	83.01	544.16
91933413006	304360010	684277	JOHNSON, SANDRA	15279	LA PALMA WAY	92555-5821	JOHNSON KEVIN E	15279 LA PALMA WAY	MORENO V	92555	155.29	15.53	30.75	201.56
88911493000	304360009	684277	PADILLA, RAFAELA	15289	LA PALMA WAY	92555-5821	PADILLA RAFAELA	15289 LA PALMA WAY	MORENO V	92555	255.29	25.53	50.55	331.36
98021055018	304360004	684277	ADAN, DANIEL (OWNR)	15339	LA PALMA WAY	92555-5823	ADAN DANIEL	201 N EAST ST NO 55	ANAHEIM	92805	289.81	28.98	57.38	376.16
95319785006	304360002	684277	CARTER, JAMES AND DEANA CURT	15359	LA PALMA WAY	92555-5823	CHEN BING	1528 SILMAN ST	HACIENDA	91745	331.44	33.14	65.63	430.20
81317395008	312062011	684277	PAZ, LISETH	25731	LA SALINA PL	92551-2022	PAZ GALO ALFREDO	25731 LA SALINA PL	MORENO V	92551	55.29	5.529	10.95	71.76
74746485008	312062006	684277	URIBE, OSCAR	25756	LA SALINA PL	92551-2022	URIBE OSCAR	25756 LA SALINA PL	MORENO V	92551	255.29	25.53	50.55	331.36
61483215000	473391015	684277	CONTRERAS, REYNA (OWNR)	11422	LADD AVE	92555-5233	CONTRERAS REYNA L	11422 LADD AVE	MORENO V	92555	310.67	31.07	61.51	403.24
94457365003	473392005	684277	CABAN, APRIL	11443	LADD AVE	92555-5234	CABAN ANDREW	11443 LADD AVE	MORENO V	92555	226.45	22.65	44.84	293.92
94363195009	304470010	684277	WILLIAMS, TAMIKA	27546	LAFAYETTE WAY	92555-5709	JIANG STEPHEN	727 PANTERA DR	DIAMOND	91765	212.74	21.274	42.12	276.12
31476885000	304470012	684277	BAILEY, EARNEST	27570	LAFAYETTE WAY	92555-5709	KRAUSE DAVID AURIEL	27570 LAFAYETTE WAY	MORENO V	92555	255.40	25.54	50.57	331.50
31516835004	304471018	684277	GREENE, STERLING AND DANIELLE	27573	LAFAYETTE WAY	92555-5713	FREGOSO JORGE P	13532 DUNCAN DR	MORENO V	92555	28.14	2.81	5.57	36.52
82698035006	304471017	684277	THOMPSON, OTIS (RENTR)	27585	LAFAYETTE WAY	92555-5713	JIANG STEPHEN	727 PANTERA DR	DIAMOND	91765	128.14	12.81	25.37	166.32
52724905003	304470014	684277	NORTON, GARLAND	27596	LAFAYETTE WAY	92555-5709	NGUYEN LAN	9202 OMA PL	GARDEN G	92841	255.40	25.54	50.57	331.50
87996405001	304471015	684277	DISCHNER, SEAN (OWNR)	27609	LAFAYETTE WAY	92555-5713	DISCHNER SEAN R	27609 LAFAYETTE WAY	MORENO V	92555	255.40	25.54	50.57	331.50
31366005008	304471012	684277	TERRAZAS, ALBERT (OWNR)	27645	LAFAYETTE WAY	92555-5713	TERRAZAS ALBERTO	27645 LAFAYETTE WAY	MORENO V	92555	255.40	25.54	50.57	331.50
57254085008	304470018	684277	WEATHERSPOON, NYOKO (RENT)	27648	LAFAYETTE WAY	92555-5709	GUO XIAO MING	9320 EARL ST NO 6	LA MESA (	91942	393.03	39.30	77.82	510.14
31604015000	304471008	684277	SANDERS, JAMES (RENT)	27693	LAFAYETTE WAY	92555-5713	CALPAC PROP	31910 DEL OBISPO NO 120	SAN JUAN	92675	255.40	25.54	50.57	331.50
31614135004	304482012	684277	PARRA, JENNIFER (RENT)	27729	LAFAYETTE WAY	92555-5714	KAO MEI HUI	20228 BURNT TREE LN	WALNUT (	91789	191.71	19.17	37.96	248.82
31550995009	304482011	684277	PASCUA, JEANETTE (OWNR)	27741	LAFAYETTE WAY	92555-5714	PASCUA JEANETTE MARIE	27741 LAFAYETTE WAY	MORENO V	92555	255.40	25.54	50.57	331.50
31351655003	304482009	684277	WILLIAMS, KELLIE	27767	LAFAYETTE WAY	92555-5714	WILLIAMS MICHAEL	27767 LAFAYETTE WAY	MORENO V	92555	254.85	25.49	50.46	330.78
88189625006	304481001	684277	TIDDLE, CLIFTON AND MELODY	27778	LAFAYETTE WAY	92555-5712	TIDDLE CLIFTON E	27778 LAFAYETTE WAY	MORENO V	92555	255.40	25.54	50.57	331.50
31166255009	304481003	684277	PUNSALAN, JOEL (RENT)	27802	LAFAYETTE WAY	92555-5712	PUNSALAN ADAR D	27802 LAFAYETTE WAY	MORENO V	92555	255.40	25.54	50.57	331.50
54514115002	291522015	684277	MARRNEZ, FIDEL (OWNR)	22611	LAGUNA DR	92553-7879	MARTINEZ FIDEL	22611 LAGUNA DR	MORENO V	92553	255.40	25.54	50.57	331.50
96518215002	291512015	684277	MASQURO, LETICIA	22692	LAGUNA DR	92553-7881	MASCORRO JESUS	22692 LAGUNA DR	MORENO V	92553	255.40	25.54	50.57	331.50
51594535009	486482010	684277	WILSON, PATRICIA (OWNR)	25856	LAKE SHORE LN	92551-1650	MUSTIN CLETA	25856 LAKE SHORE LN	MORENO V	92555	255.29	25.53	50.55	331.36
97370205009	260292014	684277	MEDRANO, DAVID	10132	LAKE SUMMIT DR	92557-2823	SUNNYMEAD RANCH PLANNED COMMU	10132 LAKE SUMMIT DR	MORENO V	92557	255.29	25.53	50.55	331.36
91840153007	260292020	684277	PROVENCIO, MICHAEL	10192	LAKE SUMMIT DR	92557-2823	PROVENCIO EUGENE	10192 LAKE SUMMIT DR	MORENO V	92557	255.29	25.53	50.55	331.36
90665095002	260074001	684277	WELLS, JAMES	10242	LAKE SUMMIT DR	92557-2900	WELLS JAMES C	10242 LAKE SUMMIT DR	MORENO V	92557	255.29	25.53	50.55	331.36
96463255002	260073027	684277	ESMAEL, BEVERLY J	10257	LAKE SUMMIT DR	92557-2907	ESMAEL BEVERLY	10257 LAKE SUMMIT DR	MORENO V	92557	72.64	7.26	14.38	94.28
31518175008	260073019	684277	BAUTISTA, ELAINE (OWNR)	10345	LAKE SUMMIT DR	92557-2911	BAUTISTA ELAINE R	10345 LAKE SUMMIT DR	MORENO V	92557	191.77	19.18	37.97	248.90
62181465001	260162008	684277	WARNE, SANDRA (RENT)	23586	LAKE VALLEY DR	92557-3950	CHEN TONY CHINCHIH	1569 HIGH BLUFF DR	DIAMOND	91765	25.12	2.512	4.97	32.6
74082855000	260154003	684277	BARTON, HERBERT	23615	LAKE VALLEY DR	92557-3953	BARTON HERBERT	23615 LAKE VALLEY DR	MORENO V	92557	255.29	25.53	50.55	331.36
63004755008	260152005	684277	ECHEVERRIA, GEYDI	23616	LAKE VALLEY DR	92557-3950	ECHEVERRIA CARLOS	23616 LAKE VALLEY DR	MORENO V	92557	255.40	25.54	50.57	331.50
31640285007	316153030	684277	ALEMAN, GLADYS	16790	LAKE VICTORIA DR	92551-7432	MOON TROY	5169 W 132ND ST	HAWTHOR	90250	151.29	15.13	29.96	196.36
31216385005	316153032	684277	LOPEZ, MARIA	16810	LAKE VICTORIA DR	92551-7433	LOPEZ MANUEL	16810 LAKE VICTORIA DR	MORENO V	92551	255.40	25.54	50.57	331.50
92924955000	316153033	684277	THOMAS, SANDRA AND BOBBY (R	16820	LAKE VICTORIA DR	92551-7433	PALMER ASLEE	16820 LAKE VICTORIA DR	MORENO V	92551	191.77	19.18	37.97	248.90
31520705003	316153035	684277	ZAPIEN, FRANCISCO AND MARIA	16840	LAKE VICTORIA DR	92551-7433	ZAPIEN MARIA A	16840 LAKE VICTORIA DR	MORENO V	92551	255.29	25.53	50.55	331.36
68711195001	316153036	684277	LIGON, RALPH	16850	LAKE VICTORIA DR	92551-7433	LIGON RAPHAEL	16850 LAKE VICTORIA DR	MORENO V	92551	255.29	25.53	50.55	331.36
91840473000	260301007	684277	WRIGHT, GREGORY AND EVELYN (	23835	LAKE VISTA RD	92557-2815	WRIGHT GREGORY L	23835 LAKE VISTA RD	MORENO V	92557	130.29	13.03	25.80	169.10
31398865000	260301003	684277	KINDRED, NORA AND NATHANIEL	23875	LAKE VISTA RD	92557-2815	KINDRED NATHANIEL J	23875 LAKE VISTA RD	MORENO V	92557	382.86	38.29	75.81	496.94
95274395005	487400030	684277	MORENO, LAURA (OWNR)	13345	LAKEPORT DR	92555-2470	MORENO FRANCISCO	13345 LAKEPORT DR	MORENO V	92555	332.40	33.24	65.82	431.44
89821105002	487410001	684277	BARILLAS, MYNOR AND LILLIAN (C	13359	LAKEPORT DR	92555-2470	BARILLAS MYNOR	13359 LAKEPORT DR	MORENO V	92555	191.77	19.18	37.97	248.90
97210345000	487411032	684277	GAINES, IRMA (OWNR)	13360	LAKEPORT DR	92555-2471	HEYMING THEODORE W	135 TREEHOUSE	IRVINE CA	92603	139.88	13.99	27.70	181.56

64712485002	487411031	684277	HUDSON, STEVEN	13370	LAKEPORT DR	92555-2471	HUDSON PATRICIA J	25161 EUCALYPTUS AVE	MORENO V	92557	28.14	2.81	5.57	36.52
90772553009	487410003	684277	ADAMS, KEISHA	13379	LAKEPORT DR	92555-2468	PARHMS KEITH F	13379 LAKEPORT DR	MORENO V	92555	84.12	8.412	16.66	109.18
59674195002	487410004	684277	BLANCO, FRANK	13389	LAKEPORT DR	92555-2468	BLANCO FRANK	13389 LAKEPORT DR	MORENO V	92555	255.29	25.53	50.55	331.36
66834605009	487410009	684277	SULLIVAN, JOANN	13439	LAKEPORT DR	92555-2469	SULLIVAN JO ANN	13439 LAKEPORT DR	MORENO V	92555	155.29	15.53	30.75	201.56
31584785002	291382031	684277	HOWITT, MELANIE (OWNR)	13019	LAKOTA ST	92553-7828	HOWITT MELANIE	13019 LAKOTA ST	MORENO V	92553	255.40	25.54	50.57	331.50
96847505004	291382032	684277	WELCHEN, TIKITA (RENT)	13025	LAKOTA ST	92553-7828	JONES COLIN	1809 LADERA RD	OJAI CA	93023	295.08	29.51	58.43	383.00
31487975008	291384008	684277	GOMEZ, MARIA AND RODRIGO	13054	LAKOTA ST	92553-7827	GOMEZ RODRIGO	13054 LAKOTA ST	MORENO V	92553	255.18	25.518	50.53	331.22
70570685004	291382036	684277	VASQUEZ, RICHARD	13055	LAKOTA ST	92553-7828	GONZALEZ LINDA	13055 LAKOTA ST	MORENO V	92553	255.29	25.53	50.55	331.36
74673165001	291382041	684277	MILLINER, JENNIFER	13085	LAKOTA ST	92553-7830	AHRENS CRAIG RICHARD	24551 VIA TEQUILA	LAKE FORE	92630	255.29	25.53	50.55	331.36
61509465009	291382045	684277	SOTO, CHRISTINE	13113	LAKOTA ST	92553-6419	ALLY BANK	4 WALNUT GROVE	HORSHAM	19807	178.26	17.826	35.30	231.38
68156685006	291383005	684277	COLEGIO, FRANCISCO (OWNR)	13151	LAKOTA ST	92553-6420	COLEGIO FRANCISCO	13151 LAKOTA ST	MORENO V	92553	255.40	25.54	50.57	331.50
92310445000	291373002	684277	EVANS, SONJA (RENT)	13172	LAKOTA ST	92553-7832	DUNCAN ANTHONY	13172 LAKOTA ST	MORENO V	92553	63.63	6.363	12.60	82.58
95932085003	291372006	684277	FRYE, PATRICE (RENT)	13209	LAKOTA ST	92553-7831	BENITEZ BENJAMIN	23580 SUNNYMEAD BLV	MORENO V	92553	255.40	25.54	50.57	331.50
31639935003	291372008	684277	PARKS, FREDRICK (OWNR)	13223	LAKOTA ST	92553-7831	PARKS FREDRICK J	13223 LAKOTA ST	MORENO V	92553	195.74	19.574	38.76	254.06
31405345003	291372010	684277	GEORGE, KASHIMA (RENT)	13239	LAKOTA ST	92553-7831	FLAG 2 REAL ESTATE HOLDINGS	13239 LAKOTA ST	MORENO V	92553	255.40	25.54	50.57	331.50
31422155007	474075002	684277	LOPEZ, EVELIA	25073	LAMAYO AVE	92557-5763	LOPEZ EVELIA	25073 LAMAYO AVE	MORENO V	92557	255.29	25.53	50.55	331.36
31547615005	474074013	684277	BYRD, ANGELA (OWNR)	25124	LAMAYO AVE	92557-5710	BYRD ANGELA MICHELLE	25124 LAMAYO AVE	MORENO V	92557	255.40	25.54	50.57	331.50
31341665002	474075006	684277	WILSON, BETTY (RENT)	25137	LAMAYO AVE	92557-5711	DALLIN	5440 TRABUCO RD STE 200	IRVINE CA	92620	105.44	10.54	20.88	136.86
91425575009	474082007	684277	CHAVEZ, JOSE	25236	LAMAYO AVE	92557-5761	RAMIREZ GILBERT REY	25236 LAMAYO AVE	MORENO V	92557	349.74	34.974	69.25	453.96
31072305009	264321026	684277	VENEGAS, LYNN	23006	LAMBOURNE CT	92557-6100	VENEGAS JOSEPHINE LYNN	23006 LAMBOURNE CT	MORENO V	92557	255.29	25.53	50.55	331.36
91923705006	264321031	684277	MC CAFFERY, TANA	23072	LAMBOURNE CT	92557-6100	FOXHOUND WAY	1440 CHALGROVE DR NO F	CORONA C	92882	255.29	25.53	50.55	331.36
95552403002	482313003	684277	GUTIERREZ, GUSTAVO	24316	LAMONT DR	92553-3554	GUTIERREZ GUSTAVO	24316 LAMONT DR	MORENO V	92553	27.92	2.792	5.53	36.24
88283495004	482313004	684277	GEORGE, KATINA	24330	LAMONT DR	92553-3554	GRAHAM DEVON	24330 LAMONT DR	MORENO V	92553	255.29	25.53	50.55	331.36
1.0149E+11	482313005	684277	EVANS, MECHELLE	24344	LAMONT DR	92553-3554	JOHNSON ADOLPHUS D	24344 LAMONT DR	MORENO V	92553	255.40	25.54	50.57	331.50
91518763001	482311033	684277	RAMOS, JUAN	24369	LAMONT DR	92553-3580	RAMOS JUAN A	24369 LAMONT DR	MORENO V	92553	255.18	25.518	50.53	331.22
31247775008	482313007	684277	DENHAM, WILLIAM JR	24370	LAMONT DR	92553-3554	ROMERO CARLOS AUGUSTO	24370 LAMONT DR	MORENO V	92553	368.50	36.85	72.96	478.30
1.01474E+11	482311029	684277	EUSTAQUIO, J	24421	LAMONT DR	92553-3553	EUSTAQUIO JOSEPH W	24421 LAMONT DR	MORENO V	92553	255.29	25.53	50.55	331.36
89191633009	482311022	684277	MORALES, SHIRLEY	24446	LAMONT DR	92553-3555	MORALES DALIA M	24446 LAMONT DR	MORENO V	92553	284.20	28.42	56.27	368.88
31357045009	482311025	684277	MORENO, MIGUEL AND ROSA	24473	LAMONT DR	92553-3553	MORENO MIGUEL	24473 LAMONT DR	MORENO V	92553	255.29	25.53	50.55	331.36
52683775008	263112002	684277	KRAUSE, LARRY	13090	LANCASTER LN	92553-8069	DEUTSCHE BANK NATL TRUST CO	1757 TAPO CANYON RD SVW88	SIMI VALLE	93063	63.96	6.40	12.66	83.02
95796225003	475264006	684277	RAMOS, ERNEST	11759	LANCEWOOD DR	92557-6362	RAMOS GLORIA	11759 LANCEWOOD DR	MORENO V	92557	55.29	5.53	10.95	71.76
1.01704E+11	475263010	684277	SOTO, MARISOL (OWNR)	11804	LANCEWOOD DR	92557-6356	SOTO IVETTE	11804 LANCEWOOD DR	MORENO V	92557	63.77	6.38	12.63	82.76
89744305004	475264008	684277	ALEMAN, KRIS (RENT)	11851	LANCEWOOD DR	92557-6354	CERVANTES RICHARD	11851 LANCEWOOD DR	MORENO V	92557	73.63	7.36	14.58	95.56
93695785001	475264009	684277	ELEMAN, DAVID (RENT)	11861	LANCEWOOD DR	92557-6354	ZENDEJAS HECTOR	11861 LANCEWOOD DR	MORENO V	92557	248.48	24.85	49.20	322.52
31563665001	475272002	684277	REILLY, AMBER (RENT)	11892	LANCEWOOD DR	92557-6355	LOUDEN	620 NEWPORT CENTER DR 800	NEWPORT	92660	236.44	23.644	46.82	306.88
94038025003	479442003	684277	ASHLEY, RHODESTIA	25942	LANCIA ST	92553-4842	ASHLEY RHODESTIA N	25942 LANCIA ST	MORENO V	92553	255.18	25.518	50.53	331.22
31173315003	479442002	684277	MCCARNS, STEPHANIE (RENT)	25954	LANCIA ST	92553-4842	DALLIN	5440 TRABUCO RD NO H200	IRVINE CA	92620	332.64	33.264	65.86	431.76
58063265004	486540003	684277	TERREALLE, SHAWN (OWNR)	14291	LANDON RD	92555-3619	TERREAULT SHAWN R	15060 MORENO BEACH DR	MORENO V	92555	63.96	6.40	12.66	83.02
99362933001	486550001	684277	BANAGUDOS, ELLA (OWNR)	14389	LANDON RD	92555-5763	BANAGUDOS ELLA	14389 LANDON RD	MORENO V	92555	255.40	25.54	50.57	331.50
31576445000	256263001	684277	WASHINGTON, ESTELLE (RENT)	21140	LANDS END	92557-8425	PURBAUGH FRANK	21140 LANDS END	MORENO V	92557	192.80	19.28	38.17	250.24
31625175001	488031002	684277	SUAREZ, MANUEL	12152	LANTZ LN	92555-2122	SUAREZ MANUEL	12152 LANTZ LN	MORENO V	92555	255.29	25.53	50.55	331.36
31607255002	488061011	684277	KRIKL, STEVE	12240	LANTZ LN	92555-2123	BENITEZ FERNANDO	12240 LANTZ LN	MORENO V	92555	255.29	25.53	50.55	331.36
97202405002	488061005	684277	MACIAS, SANTIAGO	12340	LANTZ LN	92555-2119	LOPEZ VICTOR	1902 S VAN NESS	SANTA AN	92707	326.68	32.67	64.68	424.02
31486675003	308382003	684277	ARZAGA, GINA	15612	LARIAT LN	92555-2950	ARZAGA ARTURO	15612 LARIAT LN	MORENO V	92555	215.40	21.54	42.65	279.58
90871085008	308371012	684277	CONTRERAS, OCTAVIO (RENT)	15617	LARIAT LN	92555-2949	MACIAS GABRIEL	15617 LARIAT LN	MORENO V	92555	255.40	25.54	50.57	331.50
92012403000	308371013	684277	LOGGINS, JACKIE (RENT)	15627	LARIAT LN	92555-2949	WARE JACKIE M	15627 LARIAT LN	MORENO V	92555	26.28	2.628	5.20	34.1
60053945009	296073002	684277	MORALES, WALTER	13015	LARKHAVEN DR	92553-5689	MORALES WALTER	13015 LARKHAVEN DR	MORENO V	92553	255.29	25.53	50.55	331.36
98079295016	296074011	684277	MEZA-CONNELLY, BRITTANI	13044	LARKHAVEN DR	92553-5689	MEZA CONNELLY BRITTANI	13044 LARKHAVEN DR	MORENO V	92553	63.96	6.40	12.66	83.02
31608065000	296074007	684277	AUSTIN, SUE	13084	LARKHAVEN DR	92553-5689	AGUIRRE RAFAEL	13084 LARKHAVEN DR	MORENO V	92553	431.73	43.17	85.48	560.38
96144673000	296074005	684277	JOHNSON, DEIDRA	13104	LARKHAVEN DR	92553-5684	JOHNSON DEIDRA	13104 LARKHAVEN DR	MORENO V	92553	255.18	25.518	50.53	331.22
93837005003	296073008	684277	KING, JAMIE	13125	LARKHAVEN DR	92553-5691	KING MATTHEW	13125 LARKHAVEN DR	MORENO V	92553	255.29	25.53	50.55	331.36
31268695001	296074001	684277	SANDES, CYNTHIA (RENT)	13144	LARKHAVEN DR	92553-5684	TOPETE VALERIA	13144 LARKHAVEN DR	MORENO V	92553	127.26	12.726	25.20	165.18
59843325006	296084007	684277	MARCIAL, CAROLINA	13184	LARKHAVEN DR	92553-5684	MARCIAL MARTIN	13184 LARKHAVEN DR	MORENO V	92553	255.29	25.53	50.55	331.36
31606305004	296112025	684277	GUTIERREZ, MIGUEL	13311	LARKHAVEN DR	92553-3256	GUTIERREZ MIGUEL	13311 LARKHAVEN DR	MORENO V	92553	255.18	25.518	50.53	331.22
93354795003	296112028	684277	ZEPEDA, MARCOS	13341	LARKHAVEN DR	92553-3256	ZEPEDA MARCOS	13341 LARKHAVEN DR	MORENO V	92553	63.96	6.40	12.66	83.02
95622885002	296126002	684277	COVARRUBIAS, FELIPE (OWNR)	13380	LARKHAVEN DR	92553-3205	COBARUBIAS FELIPE	13380 LARKHAVEN DR	MORENO V	92553	255.29	25.53	50.55	331.36
95490443007	296126004	684277	MANZO, ISABELLE	13400	LARKHAVEN DR	92553-3220	MANZO JOSE LUIS	13400 LARKHAVEN DR	MORENO V	92553	268.62	26.86	53.19	348.66
97833315003	296126008	684277	GONZALES, ANTHONY	13448	LARKHAVEN DR	92553-3220	GONZALES ANTHONY B	13448 LARKHAVEN DR	MORENO V	92553	255.29	25.53	50.55	331.36
74687505000	296126009	684277	OHEARN, JOHN	13460	LARKHAVEN DR	92553-3220	OHERN JOHN JAMES	13460 LARKHAVEN DR	MORENO V	92553	255.29	25.53	50.55	331.36
96130115007	488210010	684277	MANIACI, SAMMY	27118	LARKMEAD CT	92555-4610	MANIACI SAMMY H	27118 LAKEMEAD CT	MORENO V	92555	333.42	33.34	66.02	432.76
31444675002	479311037	684277	ARTEAGA, JUAN	25273	LAS PALOMAS DR	92557-7508	ARTEAGA JUAN	25273 LAS PALOMAS DR	MORENO V	92557	255.29	25.53	50.55	331.36
55836225005	479311015	684277	AYALA, SANDRA	25293	LAS PALOMAS DR	92557-7508	AYALA JAVIER	25293 LAS PALOMAS DR	MORENO V	92557	127.77	12.78	25.30	165.84
31284425005	479311018	684277	THOMAS, ALVINA	25323	LAS PALOMAS DR	92557-7510	JONES KEVIN E	831 LAMOND DR	RIVERSIDE	92508	255.29	25.53	50.55	331.36
31254255003	479312050	684277	JAMES, KEVIN AND JOHANNA (RE	25360	LAS PALOMAS DR	92557-7509	CHUNG FRANK	13832 CAMP ROCK ST	CORONA C	92880	123.39	12.34	24.43	160.16
31224665000	479311025	684277	ROGERS,DONINIC	25393	LAS PALOMAS DR	92557-7510	CHOCK GAILLANE E H	2326 BLUE HAVEN DR	ROWLAND	91748	191.76	19.18	37.97	248.90

72820075009	479312055	684277	KEANE, ANNE	25416	LAS PALOMAS DR	92557-7511	HENNY MARY	25416 LAS PALOMAS DR	MORENO V	92557	255.29	25.53	50.55	331.36
31147875009	479311032	684277	LAMPE, RICHARD	25463	LAS PALOMAS DR	92557-7512	LAMPE RICHARD LEE	25463 LAS PALOMAS DR	MORENO V	92557	191.66	19.17	37.95	248.76
97640395005	479311034	684277	ARGUIJO, GLORIA	25483	LAS PALOMAS DR	92557-7512	ARGUIJO GLORIA J	25483 LAS PALOMAS DR	MORENO V	92557	255.29	25.53	50.55	331.36
91370315002	486386002	684277	HARRIS, FELICIA C	15595	LAS POSAS DR	92551-1987	HARRIS FELICIA C	15595 LOS POSAS DR	MORENO V	92551	510.80	51.08	101.14	663
31066765004	486372015	684277	SILVA, SANDY	15695	LAS POSAS DR	92551-1991	SILVA SANDY	15695 LAS POSAS DR	MORENO V	92551	255.29	25.53	50.55	331.36
31426375002	474110047	684277	CAPARELLO, LIVIO	11303	LASSELLE ST	92557-5819	CAPARELLI LIVIO FABIO	13023 GOLDFINCH	MORENO V	92553	255.40	25.54	50.57	331.50
98403633007	474110034	684277	ACOSTA, GERALDINE	11395	LASSELLE ST	92557-5819	ACOSTA GERALDINE	11395 LASSELLE ST	MORENO V	92557	255.29	25.53	50.55	331.36
51270285008	474343008	684277	PALMER JR, JOHN	11420	LASSELLE ST	92557-5818	PALMER JOHN	11420 LASSELLE ST	MORENO V	92555	332.40	33.24	65.82	431.44
31137315008	474200010	684277	VELSQUEZ, ANGEL	11545	LASSELLE ST	92557-5821	VELASQUEZ ANGEL	11545 LASSELLE ST	MORENO V	92557	255.29	25.53	50.55	331.36
31454865003	474200021	684277	MCGEE, CHARLES (RENT)	11565	LASSELLE ST	92557-5821	MAGEE MELANIE	11565 LASSELLE ST	MORENO V	92557	553.17	55.32	109.53	718
97184015004	474371012	684277	CASON, VIDELL	11820	LASSELLE ST	92557-6601	CASON VIDELL H	11858 ASLAN CT	MORENO V	92557	332.40	33.24	65.82	431.44
91308263002	474381011	684277	MUA, RICHARD P	11990	LASSELLE ST	92557-6603	MUA RICHARD P	11457 178TH ST	ARTESIA C	90701	332.40	33.24	65.82	431.44
31624965008	479435002	684277	CORTES, ERNESTO	12028	LASSELLE ST	92557-7701	CORTES ERNESTO	12028 LASSELLE ST	MORENO V	92557	584.14	58.41	115.66	758.20
31392615006	479432028	684277	MC KINNON, WILBERT	12115	LASSELLE ST	92557-7708	MCKINNON WILBERT LEE	12115 LASSALLE ST	MORENO V	92557	255.29	25.53	50.55	331.36
66269565004	487041001	684277	WYRICK, ANNIE	12140	LASSELLE ST	92557-7702	WYRICK ANNIE T	12140 LASSALLE ST	MORENO V	92555	255.29	25.53	50.55	331.36
66269445000	487040017	684277	THOMAS, DARRYL	12165	LASSELLE ST	92557-7703	THOMAS DARRYL W	12165 LASSELLE ST	MORENO V	92557	141.33	14.13	27.98	183.44
92800625002	487044008	684277	LOGAN, CYNTHIA (OWNR)	12243	LASSELLE ST	92557-7705	TAIT NANCY GAIL ESTATE OF	941 GRANT ST	CALIMESA	92320	255.40	25.54	50.57	331.50
88420315000	487044007	684277	LOPEZ, NANCY	12255	LASSELLE ST	92557-7705	LOPEZ MICHAEL J	12255 LASSELLE ST	MORENO V	92557	255.29	25.53	50.55	331.36
68640925009	487043009	684277	HILL, MICHAEL	12268	LASSELLE ST	92557-7704	HILL MICHAEL J	12268 LASSELLE ST	MORENO V	92557	332.40	33.24	65.82	431.44
94763695005	487044005	684277	THOMPSON, OTIS	12279	LASSELLE ST	92557-7705	MURO TONY	12279 LASSELLE ST	MORENO V	92557	255.29	25.53	50.55	331.36
95686925009	487044004	684277	VALENZUELA, ROSA (RENT)	12291	LASSELLE ST	92557-7705	MEJIA SUSANA	12332 WOODBRIAR DR	MORENO V	92555	147.40	14.74	29.19	191.32
64526495004	487050024	684277	RAPER, DOREEN (OWNR)	12339	LASSELLE ST	92557-7706	RAPER DOREEN ELIZABETH	12339 LASSELLE ST	MORENO V	92557	215.40	21.54	42.65	279.58
93190535006	487050023	684277	MOSLEY, FRANK (OWNR)	12351	LASSELLE ST	92557-7706	CORMIER GLORIA A	10843 MORNING RIDGE DR	MORENO V	92557	255.40	25.54	50.57	331.50
31324335008	479411001	684277	FLORES, ARMANDO	12549	LASSELLE ST	92553-4742	YEPES ELKIN	15810 E GALE AVE NO 273	HACIENDA	91745	361.02	36.102	71.48	468.6
95215655003	479544025	684277	DELGADILLO, LORRAINE A AND AL	12863	LASSELLE ST	92553-4728	DELGADILLO ALFRED	12863 LASSELLE ST	MORENO V	92553	206.45	20.65	40.88	267.96
73386855006	479553009	684277	PACE-SMITH, NYGELLE	12899	LASSELLE ST	92553-4728	LEDBETTER RAMON D	12899 LASSELLE ST	MORENO V	92553	255.18	25.518	50.53	331.22
91979983009	479553007	684277	ROSALES, WALTER (OWNR)	12923	LASSELLE ST	92553-4729	ROSALES WALTER	12923 LASSELLE ST	MORENO V	92553	191.77	19.18	37.97	248.90
86619243004	479553006	684277	WELCH, TAMELLE (RENT)	12935	LASSELLE ST	92553-4729	LAIRD BRIAN R	12935 LASSELLE ST	MORENO V	92553	208.84	20.884	41.35	271.06
94324035005	487270008	684277	RIOS, CYNTHIA	12950	LASSELLE ST	92553-1237	RIOS ROBERT R	12950 LASSELLE ST	MORENO V	92555	255.29	25.53	50.55	331.36
94945825001	479150031	684277	LA RUE, CATHERINE	13395	LASSELLE ST	92553-0800	LAROUE CATHERINE A	13395 LASSELLE ST	MORENO V	92553	403.20	40.32	79.83	523.34
94945825006	487043010	684277	FOX, ANGELA	12280	LASSELLE ST	92557-7704	ANTHONY & ANGELA FOX	#REF!	MORENO V	#REF!	326.89	32.689	64.72	424.3
93961745006	292126003	684277	HAMMTTON, KENNETH	12823	LATEEN DR	92553-5627	GUTIERREZ KENYA	12823 LATEEN DR	MORENO V	92553	255.29	25.53	50.55	331.36
74762625006	304213010	684277	TORRESCLEMENTE, LUIS	27409	LAUREL CT	92555-4940	TORRESCLEMENTE GUADALUPE	27409 LAUREL CT	MORENO V	92555	255.29	25.53	50.55	331.36
95456115007	304213008	684277	KNOX, SARAH	27429	LAUREL CT	92555-4940	KNOX SARAH	27429 LAUREL CT	MORENO V	92555	255.29	25.53	50.55	331.36
31114305009	474660004	684277	LOPEZ, SONIA (OWNR)	25708	LAURIE ST	92557-6626	LOPEZ SONIA JOSEFINA	25708 LAURIE ST	MORENO V	92557	43.92	4.39	8.70	57.00
97107065004	479062015	684277	ARCHIBEQUE, MARTHA	12727	LAURY LN	92553-4137	ARCHIBEQUE MARTHA E	12727 LAURY LN	MORENO V	92553	255.29	25.53	50.55	331.36
97615815009	482682047	684277	RAMOS, DANIEL (RENT)	14786	LAVENDER LN	92553-9411	SANCHEZ LEOPOLDO M	15760 OCANA CT	FONTANA	92337	341.39	34.14	67.60	443.12
31314315003	482682053	684277	SECHANG, VIVIAN (RENT)	14799	LAVENDER LN	92553-9411	SOUKSANTI SOURIYA	14799 LAVENDER LN	MORENO V	92553	255.40	25.54	50.57	331.50
31291175002	482682045	684277	MARTINEZ, ISRAEL (RENT)	14800	LAVENDER LN	92553-9430	ROMAN VALENTIN	14800 LAVENDER LN	MORENO V	92553	255.40	25.54	50.57	331.50
31155045007	482682056	684277	SALVATIERRA, MARIA(OWNR)	14829	LAVENDER LN	92553-9431	SALVATIERRA FERNANDO	14849 LAVENDER LN	MORENO V	92553	127.22	12.72	25.19	165.12
31630725006	482682061	684277	BABBITT, TISHA (OWNR)	14879	LAVENDER LN	92553-9413	BABBITT TISHA	14879 LAVENDER LN	MORENO V	92553	409.70	40.97	81.12	531.78
65051615007	482683012	684277	GRIFFIN, HAROLD	14880	LAVENDER LN	92553-9412	SCHMIDT CEOLA	14880 LAVENDER LN	MORENO V	92553	255.40	25.54	50.57	331.50
86723645000	482682062	684277	JOHNSON, CYTHNIA (RENT)	14889	LAVENDER LN	92553-9413	NGUYEN CHRISTINE	16226 SYCAMORE ST	FOUNTAIN	92708	128.03	12.80	25.35	166.18
31144285000	482683013	684277	MORALES, JOSE (OWNR)	14890	LAVENDER LN	92553-9412	GALVAN VIVIAN D	25406 ORCHID ST	MORENO V	92553	332.64	33.26	65.86	431.76
60626445007	482682063	684277	ALVAREZ, LAURA (OWNR)	14899	LAVENDER LN	92553-9413	ALVAREZ JOSE	21436 TENNYSON RD	MORENO V	92557	191.77	19.18	37.97	248.90
31471615008	482683014	684277	AREVALO, JOSE	14900	LAVENDER LN	92553-9433	AREVALO GABRIELA	14900 LAVENDER LN	MORENO V	92553	255.18	25.518	50.53	331.22
97046595003	482683016	684277	JAMIE, MIRTHA (OWNR)	14920	LAVENDER LN	92553-9415	JAIMES JORGE	14920 LAVENDER LN	MORENO V	92553	255.40	25.54	50.57	331.50
31595855003	482683017	684277	GARIBAY, ELIZABETH (OWNR)	14930	LAVENDER LN	92553-9415	GARIBAY ELIZABETH	14930 LAVENDER LN	MORENO V	92553	255.40	25.54	50.57	331.50
31430205000	485081004	684277	RIVERA, DALIA (RENT)	15104	LAVERDA LN	92551-4061	DIAZ GABRIEL	15101 LAVERDA LN	MORENO V	92551	127.26	12.726	25.20	165.18
31645045007	485081002	684277	VASQUEZ, GILBERT (RENT)	15128	LAVERDA LN	92551-4061	FUKUYAMA ETSURO	4214 W REGENT DR	SANTA AN	92704	255.40	25.54	50.57	331.50
31331505007	485091025	684277	MAHE, FILIPE (OWNR)	15152	LAVERDA LN	92551-4061	MAHE FILIPE	15152 LAVERDA LN	MORENO V	92551	255.40	25.54	50.57	331.50
31455605003	485091023	684277	LARA, DANIEL	15176	LAVERDA LN	92551-4099	SALDANA SABINO	16833 SPRING CANYON PL	RIVERSIDE	92503	224.28	22.43	44.41	291.10
94221615001	259260081	684277	ROY, RANDY	23340	LAWLESS RD	92557-3558	ROY RICHARD RANDALL	23390 LAWLESS RD	MORENO V	92557	255.40	25.54	50.57	331.50
92049233008	259520011	684277	RODRIGUEZ, LIDA	23409	LAWLESS RD	92557-3527	RODRIGUEZ RUBEN	23409 LAWLESS RD	MORENO V	92557	332.64	33.26	65.86	431.76
66148815008	264091001	684277	GROVER, JOYCE	11001	LE GRAND LN	92557-4959	GROVER JOYCE	11001 LE GRAND LN	MORENO V	92557	199.17	19.92	39.44	258.52
58050425008	264091004	684277	YZUETA, NADINE	11019	LE GRAND LN	92557-4959	CHAVEZ JOSE M	11019 LE GRAND LN	MORENO V	92557	191.22	19.12	37.86	248.20
31171325005	264091012	684277	MEJIA, ANGELA (OWNR)	11024	LE GRAND LN	92557-4959	VASQUEZ ANGELA ALMA MEJIA	11024 LE GRAND LN	MORENO V	92557	255.29	25.53	50.55	331.36
96620035004	264091009	684277	MILLER, GEORGE (RENT)	11060	LE GRAND LN	92557-4959	LEUNG JONATHAN S	273 STARBIRD DR	MONTERE	91755	104.30	10.43	20.65	135.38
93769635006	487280012	684277	GARMAN, MR AND MRS	26150	LE MANS DR	92555-2317	GARMON JOHN M	26150 LE MANS DR	MORENO V	92555	255.18	25.518	50.53	331.22
31461285008	487283017	684277	BERRY, SATRINA (OWNR)	26191	LE MANS DR	92555-2318	CHI CHEN CHENG	1568 DUNSWELL AVE	HACIENDA	91745	134.96	13.50	26.72	175.16
97323943003	487281016	684277	MALACHI, EVELYN	26210	LE MANS DR	92555-2319	MALACHI EVELYN	26210 LE MANS DR	MORENO V	92555	332.16	33.216	65.77	431.14
31557255009	487281009	684277	TUGGLE, ROBERT	26280	LE MANS DR	92555-2321	FUTUREWORLD INC	939 S ATLANTIC BLV NO 217	MONTERE	91754	255.40	25.54	50.57	331.50
92394933001	487290010	684277	CARBAJAL, CHRISTY	26310	LE MANS DR	92555-2350	CARBAJAL CHRISTINE	26310 LE MANS DR	MORENO V	92555	91.77	9.18	18.17	119.10
31220585005	487290009	684277	HOLT, SONJA AND ROBERT	26320	LE MANS DR	92555-2350	HOLT ROBERT E	26320 LE MANS DR	MORENO V	92555	255.29	25.53	50.55	331.36
97392533004	487074001	684277	PECADOR, MARISELA	26199	LEAFWOOD DR	92555-1864	BELTRAN LEONARDO	26199 LEAFWOOD DR	MORENO V	92555	255.29	25.53	50.55	331.36

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95440025000	487074002	684277	MONTOYA, ELISA & RUDY (OWNR	26211	LEAFWOOD DR	92555-1864	MONTOYA RUDY	26211 LEAFWOOD DR	MORENO V	92555	251.21	25.12	49.74	326.06
97618175007	487074005	684277	BAKER, DONICKA (RENT)	26249	LEAFWOOD DR	92555-1864	NGUYEN TODD THUC	P O BOX 5166	IRVINE CA	92616	229.34	22.93	45.41	297.68
31128295001	481062019	684277	ORDORICA, GILDARDO	12210	LEAHY DR	92557-7316	ORDORICA GILDARDO	12210 LEAHY DR	MORENO V	92557	298.41	29.84	59.09	387.32
90979915005	481310005	684277	MATZ, LYNDA AND PETER	12324	LEAHY DR	92557-7319	MATZ PETER J	12324 LEAHY DR	MORENO V	92557	23.55	2.355	4.66	30.56
63785745005	479341009	684277	CHANDLER, EDWARD	25167	LEANN CT	92553-2328	CHANDLER EDWARD L	25167 LEANN CT	MORENO V	92553	255.18	25.518	50.53	331.22
31200515002	479341010	684277	WILLIAMS, DEBORAH (RENT)	25183	LEANN CT	92553-2328	MICHAEL RIMON	16668 WAR CLOUD DR	MORENO V	92551	200.61	20.06	39.72	260.38
67224885001	479341011	684277	SAAVEDRA, ALBERT	25197	LEANN CT	92553-2328	SAAVEDRA DARLENE A	25197 LEANN CT	MORENO V	92553	255.29	25.53	50.55	331.36
53535105000	479341022	684277	JOHNSON, LAQUITA	25198	LEANN CT	92553-2327	WOOD WILLIAM A	5520 SMOKEY MOUNTAIN WAY	YORBA LIN	92887	255.40	25.54	50.57	331.50
92417363009	479341021	684277	GREGG, CHARLES	25210	LEANN CT	92553-4172	BALVANEDA ORQUIDIA A	25210 LEANN CT	MORENO V	92553	255.29	25.53	50.55	331.36
31308155008	479341017	684277	MORENO, GILBERT	25250	LEANN CT	92553-4172	MORENO GILBERT N	25250 LEANN CT	MORENO V	92553	332.40	33.24	65.82	431.44
58492965008	481223005	684277	GOMEZ, CHRISTINA (RENT)	12820	LEE ST	92553-3723	VAZQUEZ MARIA ANGELES	12820 LEE ST	MORENO V	92553	255.40	25.54	50.57	331.50
31105525001	481222012	684277	RIOS, BETO	12823	LEE ST	92553-3722	ESPARZA SELENE	12823 LEE ST	MORENO V	92553	361.31	36.13	71.54	468.98
60053795000	481223008	684277	RODRIGUEZ, DENICE (RENT)	12860	LEE ST	92553-3723	LITTLE HATTIE SUE	12860 LEE ST	MORENO V	92553	130.40	13.04	25.82	169.24
90742005008	304520032	684277	DEVICENTE, AMPARO	15240	LEGENDARY DR	92555-5800	DEVICENTE AMPARO X	15240 LEGENDARY DR	MORENO V	92555	95.29	9.529	18.87	123.68
97072845007	304520026	684277	BARNES, ENID	15300	LEGENDARY DR	92555-5845	FRATER MARCIA M	15300 LEGENDARY DR	MORENO V	92555	139.88	13.99	27.70	181.56
65794585008	304521012	684277	WALKER, GRADY AND LINDA	15315	LEGENDARY DR	92555-5846	GUMMADI SUDHAKAR	118 CAPEBERRY	IRVINE CA	92603	63.96	6.40	12.66	83.02
1.01881E+11	304520024	684277	FINNEY, LAMONTE (RENT)	15320	LEGENDARY DR	92555-5845	MAN RYAN S	6119 ANDY ST	LAKEWOO	90713	255.40	25.54	50.57	331.50
61033175001	304520017	684277	CARTER, KAREN (OWNR)	15390	LEGENDARY DR	92555-5845	CARTER KAREN	15390 LEGENDARY DR	MORENO V	92555	352.88	35.29	69.87	458.02
97072855004	304520014	684277	QUEZADA, DEBORAH	15420	LEGENDARY DR	92555-5851	QUEZADA MANUEL P	15420 LEGENDARY DR	MORENO V	92555	279.91	27.991	55.42	363.32
62366485009	304520002	684277	PHILLIPS, PATRICIA	15455	LEGENDARY DR	92555-5852	BARNES MILTON	15455 LEGENDARY DR	MORENO V	92555	255.29	25.53	50.55	331.36
71127285006	304520009	684277	SLOWINSKI, MICHAEL	15470	LEGENDARY DR	92555-5851	SLOWINSKI MICHAEL J	15470 LEGENDARY DR	MORENO V	92555	303.34	30.33	60.06	393.72
81927995008	479433001	684277	CALLENDER, JAMES AND ALMINA	12100	LEIF ERICSON DR	92557-7721	CALLENDER JAMES G	12100 LEIF ERICSON DR	MORENO V	92557	178.90	17.89	35.42	232.20
57022745001	487010002	684277	LEE, DAMON (OWNR)	12109	LEIF ERICSON DR	92557-7722	LEE DAMON	12109 LEIF ERICSON DR	MORENO V	92557	255.40	25.54	50.57	331.50
92619413000	487013006	684277	HILDEBRAND, JOHN (OWNR)	12166	LEIF ERICSON DR	92557-7721	HILDEBRAND JOHN ALAN	12166 LEIF ERICSON DR	MORENO V	92557	255.40	25.54	50.57	331.50
89593363002	475181033	684277	WHITSETT, MICHAEL AND PATRIC	11561	LEISURE WAY	92557-5523	WHITSETT MICHAEL C	11561 LEISURE WAY	MORENO V	92557	255.29	25.53	50.55	331.36
93228143006	475181032	684277	LEYVA, YOLANDA (OWNER)	11573	LEISURE WAY	92557-5523	LOPEZ ANGEL LEYVA	11573 LEISURE WAY	MORENO V	92557	255.40	25.54	50.57	331.50
31527275008	475181017	684277	PETORELLA, JOSEPH E (RENT)	11598	LEISURE WAY	92557-5522	MCGEORGE DARREN S	6560 CALLE DEL NORTE	ANAHEIM	92807	255.29	25.53	50.55	331.36
31377645001	296024004	684277	RHODES, SERENE	23190	LENA ST	92553-5972	RHODES DORAN L	23190 LENA ST	MORENO V	92553	255.29	25.53	50.55	331.36
72565175009	296025005	684277	LEDESMA, MANUEL AND ARACELI	23191	LENA ST	92553-5974	LEDESMA MANUEL R	23191 LENA ST	MORENO V	92553	50.29	5.03	9.96	65.26
31082695006	296045001	684277	LUA, ELISEO	23262	LENA ST	92553-5946	PACHECO ELISEO LUA	15755 MESA VERDE DR	MORENO V	92555	284.20	28.42	56.27	368.88
31561985008	296045003	684277	SODKOMKUM, TERESA	23288	LENA ST	92553-5946	SODKOMKUM TERESA K	23288 LENA ST	MORENO V	92553	98.14	9.81	19.43	127.38
31149835004	296041017	684277	CRUZ, JOSE (RENT)	23311	LENA ST	92553-5904	TRP FUND I	180 NEWPORT CENTER 230	NEWPORT	92660	255.18	25.518	50.53	331.22
96795675009	296041018	684277	ADAMS, MARIO (OWNR)	23321	LENA ST	92553-5904	ADAMS MARIO CORIE	1485 INDIAN HILL BLV	POMONA	91767	522.33	52.23	103.42	677.98
89613373006	482162017	684277	LASSO, SILVIA	13470	LEOTA CT	92553-3840	LASSO RENE A	13470 LEOTA CT	MORENO V	92553	63.96	6.40	12.66	83.02
48524925000	487442009	684277	JOSEPH, DESIREE (RENT)	13340	LETTERMAN ST	92555-3714	LI LIANG TAC	665 GRANDRIDGE AVE	MONTERE	91754	263.19	26.32	52.11	341.62
60137945000	487440006	684277	CARREON, CHRISTINE	13417	LETTERMAN ST	92555-3712	CARREON CHRISTINE M	13417 LETTERMAN ST	MORENO V	92555	255.40	25.54	50.57	331.50
90247033002	487442003	684277	ABUFAR, ASHRAF	13424	LETTERMAN ST	92555-3713	ABUFARHA WAFA	13424 LETTERMAN ST	MORENO V	92555	255.40	25.54	50.57	331.50
96761485001	487440003	684277	ALVAREZ, PATRICIA	13459	LETTERMAN ST	92555-3712	GUTIERREZ JUAN	13459 LETTERMAN ST	MORENO V	92555	255.29	25.53	50.55	331.36
87335655009	478380005	684277	WASHINGTON, CAROLYN	28845	LEXINGTON WAY	92555-8403	WASHINGTON ERIC B	27217 ARLA ST	MORENO V	92555	51.06	5.106	10.11	66.26
31655085007	478370003	684277	NAVARRO, OSCAR	28917	LEXINGTON WAY	92555-8403	NAVARRO OSCAR E	28917 LEXINGTON WAY	MORENO V	92555	191.66	19.17	37.95	248.76
74461075000	312181020	684277	PINON, JERRY	16778	LIATRIS LN	92551-2582	PINON JERRY	16778 LIATRIS LN	MORENO V	92551	409.51	40.95	81.08	531.54
31546645001	312181021	684277	HUGHES, NATHANIEL	16792	LIATRIS LN	92551-2582	AYASS WALID S	67170 PASA TIEMPO DR	DESERT HC	92240	255.40	25.54	50.57	331.50
31653765009	256191054	684277	GARCIA, JUANA (RENT)	21275	LILIUM CT	92557-8617	MCCROSKEY PAULA TRUSSELL	21275 LILIUM CT	MORENO V	92557	255.40	25.54	50.57	331.50
31520455005	256191052	684277	RODRIQUEZ, JOSEPH (RENT)	21295	LILIUM CT	92557-8617	LAU PAUL KEI CHUN	21295 LILIUM CT	MORENO V	92557	190.40	19.04	37.70	247.12
31219085002	256191037	684277	JOHNSON, THOMAS	21396	LILIUM CT	92557-8620	JOHNSON THOMAS LEE	21396 LILIUM CT	MORENO V	92557	332.40	33.24	65.82	431.44
31330865003	474171002	684277	FRANCO, HERI (OWNR)	25660	LILY CT	92557-5831	GONZALEZ RAMIRO E	25660 LILY CT	MORENO V	92557	155.63	15.56	30.81	202.00
31220705000	482561004	684277	CANO, JIMMY AND LUZ B	24201	LINNEA CT	92553-3595	LAUGHLIN SHARON M	24201 LINNEA CT	MORENO V	92553	255.40	25.54	50.57	331.50
97001515005	482561006	684277	MOSLEY, AYESHA (OWNR)	24225	LINNEA CT	92553-3595	MOSLEY DEVANCE T	24225 LINNEA CT	MORENO V	92553	342.66	34.27	67.85	444.76
97033215001	482461028	684277	ROGERS, EDITH (RENT)	14149	LINNETT DR	92553-5701	ROGERS EDITH MAE	P O BOX 7892	MORENO V	92552	332.40	33.24	65.82	431.44
95050475002	482462007	684277	GUARDADO, RAY	14158	LINNETT DR	92553-3962	GUARDADO RAYMOND L	P O BOX 7883	MORENO V	92552	255.29	25.53	50.55	331.36
53028955007	482462006	684277	CONTRERAS, ARCELIA (OWNR)	14174	LINNETT DR	92553-3962	CONTRERAS FREDY	14174 LINNETT DR	MORENO V	92553	255.40	25.54	50.57	331.50
53326025001	482462005	684277	JIMENEZ, IVAN (RENT)	14188	LINNETT DR	92553-3962	VEGA ALFREDO	14188 LINNETT DR	MORENO V	92553	326.68	32.67	64.68	424.02
31225515009	485192003	684277	ESPITIA, GONZALO AND MARIA	24434	LIOLIOS WAY	92551-6906	ESPITIA GONZALO	24434 LIOLIOS WAY	MORENO V	92551	255.29	25.53	50.55	331.36
94037195009	485191004	684277	SALLEY, SHAWNA (RENT)	24473	LIOLIOS WAY	92551-6907	SWENSON RANDAL OLIVER	1050 S ROAD RUNNER RD	ANAHEIM	92807	20.63	2.063	4.08	26.76
65034995003	485192010	684277	MARTINEZ,JOSE AND CARMEN(OV	24490	LIOLIOS WAY	92551-6906	MARTINEZ JOSE GUADALUPE	24490 LIOLIOS WAY	MORENO V	92551	255.40	25.54	50.57	331.50
31537835000	485195008	684277	COSGROVE, TERRI	15641	LIPARI DR	92551-6908	COSGROVE TERRI E	15641 LIPARI DR	MORENO V	92551	332.40	33.24	65.82	431.44
31656355008	485195005	684277	EMBRY, JONATHON (RENT)	15665	LIPARI DR	92551-6908	PADILLA MAURICIO	15665 LIPARI DR	MORENO V	92551	100.52	10.05	19.90	130.46
31307755004	485195002	684277	MERCADO, VICTOR AND MARIA	15689	LIPARI DR	92551-6908	MERCADO VICTOR M	15689 LIPARI DR	MORENO V	92551	255.29	25.53	50.55	331.36
95901175009	485195041	684277	GONDEK, DONNA	15713	LIPARI DR	92551-6955	STAPLES DONNA	15713 LIPARI DR	MORENO V	92551	255.29	25.53	50.55	331.36
31300325000	264282011	684277	HERNANDEZ, SARAH	11768	LIVERPOOL LN	92557-6130	HERNANDEZ SARA LINDA	11768 LIVERPOOL LN	MORENO V	92557	255.18	25.518	50.53	331.22
31483135004	264282012	684277	BETHEL, APRIL	11776	LIVERPOOL LN	92557-6130	BENITEZ GENER	11776 LIVERPOOL LN	MORENO V	92557	255.18	25.518	50.53	331.22
92761563008	264282006	684277	BAIN, TRACY	11785	LIVERPOOL LN	92557-6131	BAIN TRACY	11785 LIVERPOOL LN	MORENO V	92557	191.77	19.18	37.97	248.90
73085055002	264282014	684277	TRUMBO, JENNIE (OWNR)	11794	LIVERPOOL LN	92557-6132	TRUMBO JENNIE RAE M	11794 LIVERPOOL LN	MORENO V	92557	75.40	7.54	14.93	97.86
31573995001	264282005	684277	LOPEZ, MARIA	11795	LIVERPOOL LN	92557-6131	FLETES MARIA E	11795 LIVERPOOL LN	MORENO V	92557	189.10	18.91	37.44	245.44
31285825008	264282004	684277	ANDRADE, IVAN	11805	LIVERPOOL LN	92557-6131	ANDRADE IVAN	11805 LIVERPOOL LN	MORENO V	92557	55.29	5.529	10.95	71.76

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49466305003	264282003	684277	BROOKS, WALTER	11813	LIVERPOOL LN	92557-6131	AGENCY PUBLICATION & INFO CLEARIN	11813 LIVERPOOL LN	MORENO V	92557	255.29	25.53	50.55	331.36
31621495003	264282018	684277	FLORES, RICHARD	11830	LIVERPOOL LN	92557-6132	FLORES RICHARD	11830 LIVERPOOL LN	MORENO V	92557	255.29	25.53	50.55	331.36
31633585009	264282001	684277	CUELLAR, RITA	11831	LIVERPOOL LN	92557-6131	HERNANDEZ ORLANDO J	11831 LIVERPOOL LN	MORENO V	92557	255.29	25.53	50.55	331.36
87574405006	264282020	684277	WEST, REINA (RENT)	11848	LIVERPOOL LN	92557-6132	RAMOS GREGORY C	15586 GUAJOME RD	MORENO V	92551	188.52	18.85	37.33	244.68
69497835002	264282024	684277	RAMIREZ, CARLOS	11884	LIVERPOOL LN	92557-6170	RAMIREZ CARLOS	11884 LIVERPOOL LN	MORENO V	92557	255.29	25.53	50.55	331.36
95700503006	264282032	684277	GARCIA, FLOR (OWNR)	11956	LIVERPOOL LN	92557-6134	GARCIA FLOR AMERICA	11956 LIVERPOOL LN	MORENO V	92557	255.40	25.54	50.57	331.50
69519565009	473241005	684277	WELCH, CHARLES	28095	LOCUST AVE	92555-5228	WELCH CHARLES	28095 LOCUST AVE	MORENO V	92555	63.96	6.40	12.66	83.02
85479795008	473241006	684277	BARRAGAN, JESSICA (RENT)	28115	LOCUST AVE	92555-5228	GIL JUAN F	28115 LOCUST AVE	MORENO V	92555	332.64	33.26	65.86	431.76
81507505001	473180039	684277	DELGADO, JUAN AND KAREN	28125	LOCUST AVE	92555-5263	DELGADO AGUSTIN	28125 LOCUST AVE	MORENO V	92555	191.77	19.18	37.97	248.90
95213175009	473180041	684277	MC KEE, TOM	28155	LOCUST AVE	92555-5263	MCKEE TOM E	28155 LOCUST AVE	MORENO V	92555	318.62	31.86	63.09	413.56
93071183001	473250036	684277	NELSON, TERRY AND REBECCA	28230	LOCUST AVE	92555-5264	NELSON TERRY	28230 LOCUST AVE	MORENO V	92555	255.29	25.53	50.55	331.36
96854375007	473250046	684277	SALVADOR, LEN (OWNR)	28360	LOCUST AVE	92555-5288	SALVADOR ELENUEL Q	28360 LOCUST AVE	MORENO V	92553	249.72	24.97	49.44	324.12
92648425007	473250020	684277	HARRINGTON, FRANK	28400	LOCUST AVE	92555-5229	HARRINGTON FRANK A	28400 LOCUST AVE	MORENO V	92555	332.64	33.26	65.86	431.76
31504955004	312094038	684277	DOWNER, ROBERT	25183	LOGAN BERRY CT	92551-1100	ESQUIBEL LUIS	4335 N PECK RD	EL MONTE	91732	255.29	25.53	50.55	331.36
93757175007	312094036	684277	JOHNSON, LINDA AND GREGORY	25195	LOGAN BERRY CT	92551-1100	JOHNSON GREGORY M	25196 LOGAN BERRY CT	MORENO V	92551	255.29	25.53	50.55	331.36
96882455001	312094035	684277	MONTANEZ, JAZMIN (RENT)	25201	LOGAN BERRY CT	92551-9299	MARTINEZ MAURICIO	25201 LOGAN BERRY CT	MORENO V	92551	255.40	25.54	50.57	331.50
94036765001	479501035	684277	MC CRUTER, GARY AND BELINDA	25419	LONE MESA TRL	92557-7538	MCCRUTER GARY A	13876 SIERRA MESA CIR NO 2	MORENO V	92553	255.29	25.53	50.55	331.36
93228815005	479501030	684277	THOMAS, MISHON (RENT)	25479	LONE MESA TRL	92557-7538	BAYLARK HARRIS LUCY M	25467 LONE MESA TR	MORENO V	92557	329.34	32.93	65.21	427.48
31345445000	260212041	684277	JACKSON, ANDRE AND SHEILA (OV	23848	LONE PINE DR	92557-2947	JACKSON ANDRE	23848 LONE PINE DR	MORENO V	92557	289.81	28.98	57.38	376.16
66313655001	260212042	684277	SCOTT, ROZZARIO (RENT)	23858	LONE PINE DR	92557-2947	HUANG LI	4136 LAKE HARBOR LN	WESTLAKE	91361	204.18	20.42	40.43	265.02
94975765000	260221001	684277	CAMACHO, BERNARDO (RENT)	23878	LONE PINE DR	92557-2960	NEGRON HIRAM	23878 LONE PINE DR	MORENO V	92557	255.40	25.54	50.57	331.50
95068325006	260222013	684277	MCMILLAN, VALERIE (RENT)	23915	LONE PINE DR	92557-2961	SJOGREN STEPHEN R	8600 W CHARLESTON BLVD APT	LAS VEGAS	89117	255.40	25.54	50.57	331.50
87086733002	260221006	684277	FERNANDEZ, MARGARITA(OWNR)	23928	LONE PINE DR	92557-2962	FERNANDEZ ADAM P	23928 LONE PINE DR	MORENO V	92557	332.64	33.26	65.86	431.76
31527285006	260221010	684277	ARCEA, NORMA (OWNR)	23968	LONE PINE DR	92557-2964	ARCEO NORMA	23968 LONE PINE DR	MORENO V	92557	255.29	25.53	50.55	331.36
58503415008	260221018	684277	ROCIO, CHARLES AND CHERYL	23981	LONE PINE DR	92557-2964	ROCIO CHARLES	23981 LONE PINE DR	MORENO V	92557	255.29	25.53	50.55	331.36
31574245007	260221017	684277	LOGAN, ANTHONY	23991	LONE PINE DR	92557-2964	SMITH NANCIE L	23991 LONE PINE DR	MORENO V	92557	332.40	33.24	65.82	431.44
97536055006	260221014	684277	SIMMS, WILLETTA	24010	LONE PINE DR	92557-2964	SIMMS WILLETTA E	24010 LONE PINE DR	MORENO V	92557	255.18	25.518	50.53	331.22
31488905001	264052002	684277	RODRIGUEZ, RUBEN	11028	LONE STAR RD	92557-4801	RODRIGUEZ SENORINA	11028 LONE STAR RD	MORENO V	92557	255.18	25.518	50.53	331.22
53880245001	304512016	684277	MORSE, JENNIFER	27632	LONGMEADOW CT	92555-5832	MORSE ROBERT C	27632 LONGMEADOW CT	MORENO V	92555	255.40	25.54	50.57	331.50
31247085003	304512018	684277	DURAZO, JULIE	27656	LONGMEADOW CT	92555-5832	DURAZO FRANCISCO CARO	27656 LONGMEADOW CT	MORENO V	92555	255.40	25.54	50.57	331.50
61452425001	304512025	684277	MEDINA, JORGE	27669	LONGMEADOW CT	92555-5832	MEDINA MIGUEL	27669 LONGMEADOW CT	MORENO V	92555	255.40	25.54	50.57	331.50
90452105003	304512021	684277	LAMBAREN, JESUS	27692	LONGMEADOW CT	92555-5832	LAMBAREN JESUS LARA	27692 LONGMEADOW CT	MORENO V	92555	409.51	40.95	81.08	531.54
74673225009	292160014	684277	MENDEZ, YVONNE (RENT)	12425	LORAINE TER	92553-3012	BLAS ESMERALDA ELIZABETH	12425 LORAINE TER	MORENO V	92553	69.18	6.918	13.70	89.78
51485335002	292160012	684277	MARSHALL, DAVID	12449	LORAINE TER	92553-3012	MARSHALL DAVID KARL	12449 LORAINE TER	MORENO V	92553	255.29	25.53	50.55	331.36
94953425009	479321030	684277	MONGE, KATHY	25513	LOREN WAY	92553-4833	MONGE RAFAEL	25513 LOREN WAY	MORENO V	92553	332.40	33.24	65.82	431.44
31451955008	479321033	684277	TOBIAS, GREG (RENT)	25514	LOREN WAY	92553-4833	HOUSEHOLDER RONALD E	12744 CASTLEFORD LN	CERRITOS	90701	121.04	12.10	23.97	157.10
31261725000	479321036	684277	GIBBS JR, JOHN	25546	LOREN WAY	92553-4833	GIBBS JOHN	25546 LOREN WAY	MORENO V	92553	255.29	25.53	50.55	331.36
31390295007	479661014	684277	JONES, ELAINE AND ERICK	12077	LOREZ DR	92557-7440	JONES ELAINE	12077 LOREZ DR	MORENO V	92557	255.29	25.53	50.55	331.36
92421015005	479661011	684277	HORSLEY, DOROTHY	12113	LOREZ DR	92557-7436	CUBIAS NELSON ALEXANDER	12113 LOREZ DR	MORENO V	92553	357.40	35.74	70.77	463.90
95931545009	479661003	684277	NUNEZ, SALVADOR	12209	LOREZ DR	92557-7408	NUNEZ SALVADOR	12209 LOREZ DR	MORENO V	92557	255.40	25.54	50.57	331.50
90313875005	479661002	684277	MARTINEZ, ROLANDO	12221	LOREZ DR	92557-7408	NAJARRO CISELA	12777 LATEEN DR	MORENO V	92553	255.29	25.53	50.55	331.36
94787075004	479302011	684277	VELAQUEZ, DAENA (RENT)	12255	LOREZ DR	92557-7428	YI QINGJIAO	21255 RUNNING BRANCH RD	DIAMOND	91765	65.44	6.54	12.96	84.94
59073005007	479302010	684277	RIVERA, LESSER (RENT)	12271	LOREZ DR	92557-7428	CASTRO GUDELIO	12271 LOREZ DR	MORENO V	92557	255.40	25.54	50.57	331.50
95481355004	479302003	684277	RAMIREZ, JAIME	12371	LOREZ DR	92557-7409	RAMIREZ JAIME	12371 LOREZ DR	MORENO V	92557	255.29	25.53	50.55	331.36
31134985004	482591013	684277	KITTOK, MARY JO	24794	LORNA DR	92553-5881	KITTOK MARY JO	24794 LORNA DR	MORENO V	92553	255.29	25.53	50.55	331.36
62239265004	482593015	684277	SANCHEZ, LUCY	24845	LORNA DR	92553-5871	MAGALLON MARCO A	24845 LORNA DR	MORENO V	92553	255.40	25.54	50.57	331.50
57372065002	482593016	684277	BARBOSA, VICTOR (OWNR)	24849	LORNA DR	92553-5871	BARBOSA VICTOR	8214 LAVENDER LN	RIVERSIDE	92508	289.81	28.98	57.38	376.16
88771435001	482592017	684277	BEVERLY, VANESSA	24883	LORNA DR	92553-5884	LOPEZ JUAN SOTO	24883 LORNA DR	MORENO V	92553	255.29	25.53	50.55	331.36
97970795002	478381003	684277	MCGEE, ANTHONY	13325	LOS ALAMITOS CT	92555-8406	MCGEE ANTHONY JEROME	13325 LOS ALAMITOS CT	MORENO V	92555	255.29	25.53	50.55	331.36
80970585005	486401005	684277	PETHAK, ANSHI	25517	LOS CABOS DR	92551-1911	PATHAK ABHIMANYU	25517 LOS CABOS DR	MORENO V	92551	312.90	31.29	61.95	406.14
93106665004	486401003	684277	SANDOVAL, AMBROSIO	25536	LOS CABOS DR	92551-1911	SANDOVAL AMBROSIO	25536 LOS CABOS DR	MORENO V	92551	246.92	24.69	48.89	320.50
97216665007	486401009	684277	PEER, RUEBEN	25559	LOS CABOS DR	92551-1911	HAWKINS JAY	25559 LOS CABOS DR	MORENO V	92551	255.29	25.53	50.55	331.36
61296515003	486401015	684277	HURD, FREDDIE	25619	LOS CABOS DR	92551-1951	HURD FREDDIE M	25619 LOS CABOS DR	MORENO V	92551	332.40	33.24	65.82	431.44
91387615003	486392002	684277	RAMOS, LISA (RENT)	25659	LOS CABOS DR	92551-1952	HE SHIKUN	25659 LOS CABOS DR	MORENO V	92551	108.01	10.80	21.39	140.18
94810945002	486392009	684277	HOLLEMAN, FATIN	25723	LOS CABOS DR	92551-1913	HOLLEMAN FATIN	25723 LOS CABOS DR	MORENO V	92551	255.40	25.54	50.57	331.50
66526615007	486141005	684277	GUTIERREZ, JOSE LUIS	15322	LOS ESTADOS ST	92551-7050	GUTIERREZ JOSE LUIS	15322 LOS ESTADOS ST	MORENO V	92551	246.92	24.69	48.89	320.50
51571275001	482512006	684277	ROQUE, IRENE	24165	LOVE CT	92553-3509	ROQUE RAMON	24165 LOVE CT	MORENO V	92553	89.73	8.97	17.77	116.46
94011745009	482512002	684277	THEDFORD, KEICHEL & ALFONSO	24194	LOVE CT	92553-3509	THEDFORD PEELE MARILYN	24194 LOVE CT	MORENO V	92553	91.66	9.17	18.15	118.96
31354045006	486374029	684277	JOSEPH, CANDEE (RENT)	15570	LUCIA LN	92551-2905	KAHLON KULDEEP	15570 LUCIA LN	MORENO V	92551	332.64	33.26	65.86	431.76
31368495001	486373017	684277	GAO, PENG	15665	LUCIA LN	92551-2902	DILTER KAREN	15665 LUCIA LN	MORENO V	92551	332.40	33.24	65.82	431.44
31475555001	486373018	684277	BELL, LAURA	15675	LUCIA LN	92551-2902	BELL LAURA M	15675 LUCIA LN	MORENO V	92551	332.64	33.26	65.86	431.76
92859485007	482141014	684277	MEDINA, GUADALUPE AND MARIS	24800	LUKEWOOD PL	92553-3842	MARTINEZ JESUS MEDINA	24800 LUKEWOOD PL	MORENO V	92553	255.29	25.53	50.55	331.36
31177085002	482141013	684277	JIMENEZ, ADAN	24814	LUKEWOOD PL	92553-3842	JIMENEZ ADAN F	24814 LUKEWOOD PL	MORENO V	92553	255.29	25.53	50.55	331.36
54239975005	482141010	684277	DIDION, PAMELA J (OWNR)	24856	LUKEWOOD PL	92553-3842	DIDION PAMELA J	24856 LUKEWOOD PL	MORENO V	92553	246.84	24.68	48.87	320.38
31328925005	312182017	684277	WILEY, VELLAS (RENT)	25465	LUPINE LN	92551-2560	ROSECOMP	1999 HARRISON ST 22ND FL	OAKLAND	94612	69.05	6.905	13.67	89.62

31279875000	312201008	684277	ARMSTRONG, JEAN	25534	LURIN AVE	92551-4109	ARMSTRONG JEAN	335 WINDY LN	VISTA CA	92083	191.66	19.17	37.95	248.76
31080385005	482600044	684277	DUBOIS, TERESA	13274	LUTON CT	92553-6220	AVILEZ DORLA R	3034 WELLINGTON RD	LOS ANGEL	90016	262.88	26.29	52.05	341.20
31266005000	482600041	684277	RODRIGUEZ, ROSA (RENT)	13303	LUTON CT	92553-6233	EOS ENTERPRISES	401 COLUMBUS CIR	CORONA D	92625	74.43	7.44	14.74	96.60
31348165002	312313026	684277	MURGA, DENIA	25298	MACKENZIE CT	92551-2428	TORREZ JENNY PAZ	25298 MACKENZIE CT	MORENO V	92551	255.29	25.53	50.55	331.36
70406615006	312313028	684277	WOODS, ROMNEY (OWNR)	25322	MACKENZIE CT	92551-2428	WOODS ELEANORA C	25322 MACKENZIE CT	MORENO V	92551	255.40	25.54	50.57	331.50
48389765001	475261030	684277	ROCHA, MARIA	24097	MADOLE DR	92557-6341	ROCHA JOSE L	24097 MADOLE DR	MORENO V	92557	30.30	3.03	6.00	39.32
86297883004	475261028	684277	GAU, RONALD (RENT)	24127	MADOLE DR	92557-6343	KNOX MICHAEL D	24127 MADOLE DR	MORENO V	92557	127.81	12.78	25.31	165.88
64428845000	475263027	684277	BUTLER, JAMES	24196	MADOLE DR	92557-6344	BUTLER JAMES	24196 MADOLE DR	MORENO V	92557	80.29	8.03	15.90	104.20
31123065000	475263028	684277	GARCIA, LIZETTE	24210	MADOLE DR	92557-6363	GARCIA KIMBERLY	24210 MADOLE DR	MORENO V	92557	255.29	25.53	50.55	331.36
31440125006	484291014	684277	MURPHY, CHRISTOPHER	14807	MAGELLAN DR	92553-5053	MURPHY CHRISTOPHER L	14807 MAGELLAN DR	MORENO V	92553	255.29	25.53	50.55	331.36
83701785009	484281004	684277	MARTINEZ, LETICIA	14932	MAGELLAN DR	92553-5038	ZENDEJAS MARTINEZ SAMUEL	14932 MAGELLAN DR	MORENO V	92553	189.31	18.93	37.48	245.72
31545335008	484281003	684277	FOUSE, LEANN (RENT)	14946	MAGELLAN DR	92553-5038	CEBALLOS DAVID	14946 MAGELLAN DR	MORENO V	92553	133.10	13.31	26.35	172.76
94484025009	312290023	684277	COLEMAN, FIENNICE	25950	MAGNIFICA CT	92551-6319	HERNANDEZ CANDELARIA E	P O BOX 3373	MISSION V	92690	255.29	25.53	50.55	331.36
97082055001	312182020	684277	VINES, NAKIYA AND KEVIN	16888	MAILE LN	92551-2581	VINES KEVIN RAY	16888 MAILE LN	MORENO V	92551	332.16	33.216	65.77	431.14
1.01896E+11	312162011	684277	FRANCO, ESTHER (RENT)	16691	MAJESTIC PRINCE WAY	92551-2597	EURO CHINA	24941 STONEGATE LN	LAGUNA N	92677	130.95	13.10	25.93	169.96
75005335000	312162006	684277	ARREDONDO, DIANA	16741	MAJESTIC PRINCE WAY	92551-2514	ARREDONDO ESTEBAN	16741 MAJESTIC PRINCE WAY	MORENO V	92551	255.18	25.518	50.53	331.22
31552425005	312164021	684277	HERNANDEZ, JAIME (RENT)	16772	MAJESTIC PRINCE WAY	92551-2516	TRUONG HAO TRUNG	10864 EL CENTRO	FOUNTAIN	92708	332.64	33.26	65.86	431.76
88067203002	291522033	684277	BIRTS, CYNTHIA (RENT)	13170	MALIBU CT	92553-7885	FEDERAL NATL MORTGAGE ASSN	1800 TAPO CANYON SV2202	SIMI VALLE	93063	118.08	11.81	23.38	153.26
31267475009	291522024	684277	GREEN, JANELLA (RENT)	13171	MALIBU CT	92553-7885	COLLINS CARROLL	389 MESA VERDE PK	BEAUMON	92223	255.40	25.54	50.57	331.50
94457455004	260303009	684277	PIERRE , JACQUELINE R	10022	MALLOW DR	92557-2827	PIERRE JACQUELINE R	10022 MALLOW DR	MORENO V	92557	154.54	15.45	30.60	200.58
31134165006	260303013	684277	HERNANDEZ, ANGELINA	10062	MALLOW DR	92557-2827	HERNANDEZ ANGELINA	10062 MALLOW DR	MORENO V	92557	255.29	25.53	50.55	331.36
31361715000	260302015	684277	CHENG, DALTON	10109	MALLOW DR	92557-2830	CHENG DALTON	10109 MALLOW DR	MORENO V	92557	255.40	25.54	50.57	331.50
31601865007	260303020	684277	AMEZQUITA, FERMAN	10126	MALLOW DR	92557-2829	AMEZQUITA FERMIN	10126 MALLOW DR	MORENO V	92557	255.29	25.53	50.55	331.36
66737985002	478131029	684277	NEESE, DWAYNE	28947	MALTBY AVE	92555-6905	NEESE DUANE	28947 MALTBY AVE	MORENO V	92555	255.29	25.53	50.55	331.36
95524335006	478431017	684277	SCOTT, BRADLEY	29040	MALTBY AVE	92555-7219	SCOTT BRADLEY	29040 MALTBY AVE	MORENO V	92555	187.25	18.73	37.08	243.04
31051095007	478431014	684277	KILO, NOEL R	29148	MALTBY AVE	92555-7224	KILO NOEL	29148 MALTBY AVE	MORENO V	92555	255.29	25.53	50.55	331.36
83675795003	478420016	684277	CERDA, SUZANNA	29177	MALTBY AVE	92555-7226	CERDA SUSANA	29177 MALTBY AVE	MORENO V	92555	255.40	25.54	50.57	331.50
31283455000	478431020	684277	SAILER, SHEVONE	29230	MALTBY AVE	92555-7225	SAILER BRIANT WILLIAM	29230 MALTBY AVE	MORENO V	92555	100.00	10.00	19.80	129.80
97284905005	478420012	684277	CORTEZ, ALICIA	29233	MALTBY AVE	92555-7227	CORTEZ ALICIA	29233 MALTBY AVE	MORENO V	92555	191.66	19.17	37.95	248.76
62763975004	479653002	684277	LOGAN, RYAN (RENT)	13760	MANGOWOOD DR	92553-4828	LOGAN RONALD	13760 MANGOWOOD DR	MORENO V	92553	255.40	25.54	50.57	331.50
31058955001	479651031	684277	OCAMPO, ADRIAN (OWNR)	13795	MANGOWOOD DR	92553-4850	OCAMPO ADRIAN	13795 MANGOWOOD DR	MORENO V	92553	255.40	25.54	50.57	331.50
31364695008	479652022	684277	DAYTON, JESSICA (RENT)	13855	MANGOWOOD DR	92553-4868	ELIZALDE REY DAVID	13855 MANGOWOOD DR	MORENO V	92553	204.56	20.456	40.50	265.5
96696435000	264321010	684277	CARDENAS-HUERTA, AURORA	23037	MANSFIELD LN	92557-6163	HUERTA JAVIER	23037 MANSFIELD LN	MORENO V	92557	255.40	25.54	50.57	331.50
31297135008	264323004	684277	VELIS, JENNIFER	23107	MANSFIELD LN	92557-6148	ZAMORA ANDRES	23107 MANSFIELD LN	MORENO V	92557	255.29	25.53	50.55	331.36
71523265000	264323013	684277	COMMINEY, TAFVOLAUN	23195	MANSFIELD LN	92557-6149	COMMINEY TAFVOLAUN	23195 MANSFIELD LN	MORENO V	92557	128.03	12.80	25.35	166.18
31628845005	264281011	684277	MONCRIEF, MYESHA (RENT)	23233	MANSFIELD LN	92557-6149	MNS FAMILY TRUST	231 E ALESSANDRO NO A485	RIVERSIDE	92508	220.40	22.04	43.64	286.06
59843335004	482642015	684277	KINSLEY, AUSTIN (OWNR)	24574	MANTEE PL	92553-3884	KNISLEY AUSTIN	24574 MANTEE PL	MORENO V	92553	255.40	25.54	50.57	331.50
88187865009	482642009	684277	PAZ, FRANCISCO	24607	MANTEE PL	92553-5322	PAZ FRANCISCO	24607 MANTEE PL	MORENO V	92553	255.29	25.53	50.55	331.36
95330425009	482642008	684277	BARRERA, ANA (OWNR)	24619	MANTEE PL	92553-5322	BARRERA ANA	24619 MANTEE PL	MORENO V	92553	110.29	11.029	21.84	143.14
31290275003	482642004	684277	MEDINA, YOLANDA	24675	MANTEE PL	92553-3887	MEDINA ESEQUIEL L	24675 MANTEE PL	MORENO V	92553	255.29	25.53	50.55	331.36
74809365009	474562001	684277	MORENO, PAT	24886	MANZANITA AVE	92557-4208	MORENO JOSEPH D	24886 MANZANITA AVE	MORENO V	92557	255.29	25.53	50.55	331.36
84827125000	473250032	684277	VIERNES, JOSE	28301	MANZANITA AVE	92555-5239	VIERNES JOSE G	28301 MANZANITA AVE	MORENO V	92555	255.29	25.53	50.55	331.36
60960525003	473351017	684277	FLORES, TINA AND DAVID (OWNR	28715	MANZANITA AVE	92555-6576	FLORES DAVID G	28715 MANZANITA AVE	MORENO V	92555	97.47	9.75	19.30	126.50
31240065002	487302007	684277	JEFFERSON, MONROE	26435	MAPLERIDGE WAY	92555-2206	JEFFERSON MOLLIE O	26435 MAPLERIDGE WAY	MORENO V	92555	156.19	15.619	30.93	202.72
31567965009	487302004	684277	ECHEVERRIA, MARIE	26465	MAPLERIDGE WAY	92555-2206	ECHEVERRIA ROBERT M	26465 MAPLERIDGE WAY	MORENO V	92555	257.40	25.74	50.97	334.10
31145995008	487300006	684277	HERNANDEZ, TONY AND SANDRA	26490	MAPLERIDGE WAY	92555-2205	HERNANDEZ ANTHONY R	26490 MAPLERIDGE WAY	MORENO V	92555	255.29	25.53	50.55	331.36
53513405004	487300007	684277	EBERSBACH, ANITA (RENT)	26500	MAPLERIDGE WAY	92555-2213	RENNA NICHOLAS E	19189 HITCHING POST PL	RIVERSIDE	92508	255.40	25.54	50.57	331.50
31448095005	479662029	684277	ANDERSON, SARAH (RENT)	25177	MARBLE DR	92557-7441	IMERA AARON E	25177 MARBLE DR	MORENO V	92557	128.14	12.81	25.37	166.32
31204185003	308420029	684277	HAYES, DAVID (RENT)	26386	MARE LN	92555-3312	QUIROZ ANNA MARIA	26386 MARE LN	MORENO V	92555	288.09	28.81	57.04	373.94
31137135006	308420024	684277	BROWN, CARMELLA (TNT)	26436	MARE LN	92555-3315	BROWN MEREDA	26436 MARE LN	MORENO V	92555	255.40	25.54	50.57	331.50
52868565009	486062013	684277	NIETO, ARTURO	25351	MARGARET AVE	92551-4593	NIETO CECILIA	25351 MARGARET AVE	MORENO V	92551	255.18	25.518	50.53	331.22
55741095004	486062008	684277	MOCA, LIEIU	25413	MARGARET AVE	92551-4520	CORTES RODOLFO	21963 STRAWBERRY LN	CANYON L	92587	246.95	24.70	48.90	320.54
62710625009	486062007	684277	WRIGHT, ROSALIND	25425	MARGARET AVE	92551-4520	WRIGHT HERBERT C	25425 MARGARET AVE	MORENO V	92551	332.40	33.24	65.82	431.44
94928353005	486056001	684277	FINNEY, SHEILA	25548	MARGARET AVE	92551-7014	FINNEY NATHANIEL B	25548 MARGARET AVE	MORENO V	92551	255.29	25.53	50.55	331.36
86682323005	486056002	684277	MC GLOVER, BEVERLY	25560	MARGARET AVE	92551-7014	MCGLOVER CANDICE	25560 MARGARET AVE	MORENO V	92551	332.40	33.24	65.82	431.44
31412885005	486057008	684277	MACDONOUGH, JENNY AND DAVI	25645	MARGARET AVE	92551-7017	JOHNSON JEFFERY K	25645 MARGARET AVE	MORENO V	92551	128.14	12.81	25.37	166.32
92268385002	486056009	684277	WRIGHT, BONNIE	25646	MARGARET AVE	92551-7016	WRIGHT BONNIE L	25646 MARGARET AVE	MORENO V	92551	274.34	27.43	54.32	356.08
60473875003	486056013	684277	COTTEN, ROXCELOA	25704	MARGARET AVE	92551-1423	TURNER RAYFORD E	6903 WISH AVE	LAKE BALB	91406	55.29	5.53	10.95	71.76
92045025000	486057003	684277	GARCIA, MIRIADA	25705	MARGARET AVE	92551-1422	AVILA JOSE CRUZ	213 W 86TH PL	LOS ANGEL	90003	128.14	12.81	25.37	166.32
86351205002	486033007	684277	LACEY, TERRI (RENT)	25827	MARGARET AVE	92551-7019	PROPERTY GROWTH SYSTEMS	17828 CALLE LOS AROBLES	ROWLAND	91748	182.64	18.26	36.16	237.06
93682905004	486034001	684277	PETERSON, SUSAN	25860	MARGARET AVE	92551-1425	PETERSON SUSAN	25860 MARGARET AVE	MORENO V	92551	64.26	6.43	12.72	83.40
81773005004	486023011	684277	CUEVA, ANA (OWNR)	25871	MARGARET AVE	92551-1426	DECUEVA ANA JULIETA PADI	41391 KALMIA ST NO 110	MURRIETA	92562	255.40	25.54	50.57	331.50
49468235004	486023008	684277	GARCIA, SYLVIA (OWNR)	25903	MARGARET AVE	92551-7026	GARCIA SYLVIA	25903 MARGARET AVE	MORENO V	92551	255.40	25.54	50.57	331.50
31655255001	486024005	684277	ACOSTA, TINA MARIE	25918	MARGARET AVE	92551-7012	ACOSTA TINA MARIE	25918 MARGARET AVE	MORENO V	92551	332.40	33.24	65.82	431.44
73375255005	486023006	684277	LUCKEY, ROBERT	25925	MARGARET AVE	92551-7026	SANDOVAL J ASENCION	1232 N RALSTON ST	ANAHEIM	92801	255.29	25.53	50.55	331.36

55594555000	479595018	684277	ZAMORA, VIDAL	25788	MARGARITA ST	92553-4854	ZAMORA VIDAL	25788 MARGARITA ST	MORENO V	92553	165.50	16.55	32.77	214.80
92426865005	479595019	684277	BENNETT, STEVE	25800	MARGARITA ST	92553-4899	BENNETT STEVEN	25800 MARGARITA ST	MORENO V	92553	332.40	33.24	65.82	431.44
74558185000	479596003	684277	LEBLANC, SHIRLEY	25823	MARGARITA ST	92553-4857	LEBLANC SHIRLEY PHILLIPS	25823 MARGARITA ST	MORENO V	92553	248.04	24.80	49.11	321.94
88064195001	479595021	684277	ROMO, MARICELA	25824	MARGARITA ST	92553-4899	SALAS GILBERT A	25824 MARGARITA ST	MORENO V	92553	128.03	12.80	25.35	166.18
56699225006	260331007	684277	GARCIA, VALERIO AND SARITA	23643	MARGUERITE CIR	92557-2853	GARCIA VALERIO A	23643 MARGUERITE CIR	MORENO V	92557	255.18	25.518	50.53	331.22
97106175003	481032022	684277	STAHLEY, PATSY	12012	MARIGOLD AVE	92557-7203	STAHLEY PATSY LOU	12012 MARIGOLD AVE	MORENO V	92557	255.29	25.53	50.55	331.36
57158035002	481031002	684277	MILLS, EDWARD M	12025	MARIGOLD AVE	92557-7209	MILLS HEATHER A	12025 MARIGOLD AVE	MORENO V	92557	332.40	33.24	65.82	431.44
92554853006	481032020	684277	JOHNSON, ELIZABETH (RENT)	12034	MARIGOLD AVE	92557-7203	HENNEN SCOTT W	5620 VIA SAN JACINTO	RIVERSIDE	92506	105.40	10.54	20.87	136.80
70989695004	481041009	684277	NIETO, ARTURO (RENT)	12165	MARIGOLD AVE	92557-7218	CARRILLO ESTELA REMIGIO	21602 CEDAR ST	PERRIS CA	92570	144.86	14.486	28.68	188.02
88605763001	481041008	684277	PEREZ, FRANCISCO	12177	MARIGOLD AVE	92557-7218	PEREZ FRANCISCO	12177 MARIGOLD AVE	MORENO V	92557	255.29	25.53	50.55	331.36
31144845003	481042010	684277	SAMUEL, MR AND MRS	12202	MARIGOLD AVE	92557-7208	DREWERY BETTY JEAN	12202 MARIGOLD AVE	MORENO V	92557	255.29	25.53	50.55	331.36
86772873008	481041006	684277	SANDOVAL, DOLORES (RENT)	12203	MARIGOLD AVE	92557-7231	LAM DUYEN HONG	12203 MARIGOLD AVE	MORENO V	92557	334.24	33.42	66.18	433.84
31150675005	481041005	684277	GUERRERO, CLAUDIA AND LUIS (R	12217	MARIGOLD AVE	92557-7231	CARDENAS MIGUEL	12217 MARIGOLD AVE	MORENO V	92557	118.32	11.83	23.43	153.56
98055985011	482112016	684277	ADAMS, DIANNE (RENT)	24373	MARILYN ST	92553-6241	MNT GROUP	7662 INDIGO LN	LA PALMA	90623	255.40	25.54	50.57	331.50
31285715001	482122001	684277	ESTRADA, EDUARDO	24377	MARILYN ST	92553-6241	ESTRADA JOSE M	24377 MARILYN ST	MORENO V	92553	255.29	25.53	50.55	331.36
31397215009	482122003	684277	MELENDEZ, DORA (RENT)	24403	MARILYN ST	92553-3359	ANSARI SARI	PO BOX 50193	IRVINE CA	92619	217.32	21.73	43.03	282.08
31413635006	482122005	684277	BECERRA, SERGIO AND ELIZABETH	24429	MARILYN ST	92553-3359	BECERRA SERGIO	24429 MARILYN ST	MORENO V	92553	105.29	10.53	20.85	136.66
51538695002	482121004	684277	VASQUEZ, MARIA	24468	MARILYN ST	92553-3360	RODRIGUEZ JAIME	24468 MARILYN ST	MORENO V	92553	255.18	25.518	50.53	331.22
31364145004	260470015	684277	QUI, LOUIS	23446	MARINER WAY	92557-2879	QUI LOUIS LENNART	23446 MARINER WAY	MORENO V	92557	255.29	25.53	50.55	331.36
73146325006	264221033	684277	SALAC, MARIA (RENT)	23668	MARK TWAIN	92557-4901	GREER JONATHAN R	9921 MICHAEL WAY	MORENO V	92557	191.57	19.157	37.93	248.64
96279915004	264221035	684277	MEJIA, ANA	23669	MARK TWAIN	92557-4902	MEJIA ANA ISABEL	23669 MARK TWAIN	MORENO V	92557	255.29	25.53	50.55	331.36
97104015002	264221032	684277	CAMBELL, ALECIA	23674	MARK TWAIN	92557-4901	HOA ROSIE	1671 RIDLEY AVE	HACIENDA	91745	191.66	19.17	37.95	248.76
96094195008	264221031	684277	OSORIO, EMILIO	23680	MARK TWAIN	92557-4901	BAC HOME LOANS SERVICING	1800 TAPO CANYON SV2202	SIMI VALLE	93063	191.77	19.18	37.97	248.90
77443675009	264221030	684277	JOHNSON, RACHAEL (RENT)	23686	MARK TWAIN	92557-4901	PENG GANG	23686 MARK TWAIN	MORENO V	92557	255.40	25.54	50.57	331.50
53911205002	264221027	684277	NEWMAN, SHUNTA (RENT)	23704	MARK TWAIN	92557-4901	TRAN HA	23704 MARK TWAIN	MORENO V	92557	255.40	25.54	50.57	331.50
98463263008	264221042	684277	ALBAZZ, MARAM	23713	MARK TWAIN	92557-4902	ALBAZZ MARAM B	23713 MARK TWAIN	MORENO V	92557	63.96	6.396	12.66	83.02
31250575004	264221025	684277	NEZART, DORIS	23716	MARK TWAIN	92557-4901	NEZART DONALD L	23716 MARK TWAIN	MORENO V	92557	255.18	25.518	50.53	331.22
96684605000	264221063	684277	ALLEN, GREGORY L	23829	MARK TWAIN	92557-4904	ALLEN GREGORY L	23829 MARK TWAIN	MORENO V	92557	255.29	25.53	50.55	331.36
31338815007	264222020	684277	VOSS, GARLAND	23832	MARK TWAIN	92557-4905	PARKER WILFORD L	24722 MOONSHADOW DR	MORENO V	92557	82.40	8.24	16.32	106.94
31332535009	264221066	684277	YBARRA, ARTURO (RENT)	23847	MARK TWAIN	92557-4904	YBARRA RICHARD	23847 MARK TWAIN	MORENO V	92557	255.40	25.54	50.57	331.50
90835505005	264222023	684277	ELLIS-SLAUGHTER, GEORGIA	23850	MARK TWAIN	92557-4905	SLAUGHTER GEORGIA ELLIS	23850 MARK TWAIN	MORENO V	92557	255.29	25.53	50.55	331.36
90388405006	264235006	684277	NELSON, HEATHER (OWNR)	23880	MARK TWAIN	92557-4907	NELSON HEATHER LORRAINE	23880 MARK TWAIN	MORENO V	92557	255.40	25.54	50.57	331.50
93938245009	264236008	684277	RAMIREZ, MAURICIO (RENT)	23883	MARK TWAIN	92557-4906	RUIZ LESLIE	23883 MARK TWAIN	MORENO V	92557	63.63	6.363	12.60	82.58
72676815000	264235005	684277	CHANG, YU LI AND JAMES B	23886	MARK TWAIN	92557-4907	CHANG YUN LI	4060 LYND AVE	ARCADIA C	91006	345.42	34.54	68.39	448.34
31410025000	264236006	684277	CERVANTEZ, MIGUEL	23895	MARK TWAIN	92557-4906	WEBB GEORGE	401 COLUMBUS CIR	CORONA D	92625	212.48	21.25	42.07	275.78
88421763003	264236004	684277	DAVIS, EDDIE	23907	MARK TWAIN	92557-4906	FLOORE ARETHIA C	23907 MARK TWAIN	MORENO V	92557	191.66	19.17	37.95	248.76
95670865005	264235001	684277	KELFEY, LATASHA (RENT)	23910	MARK TWAIN	92557-4907	SANCHEZ FERNANDO ARTURO	3089 THRUSH WAY	PERRIS CA	92571	134.96	13.50	26.72	175.16
31176575001	479300031	684277	MCGEE, SHER	12364	MARMONT PL	92557-7415	MCGEE SHERILYN A	12364 MARMONT PL	MORENO V	92557	255.29	25.53	50.55	331.36
31351195000	479300017	684277	COLE, AVA (RENT)	12413	MARMONT PL	92557-7416	NWAMU HENRIETTA	12413 MARMONT PL	MORENO V	92557	136.84	13.68	27.09	177.60
96029223008	312313034	684277	MCCRAY, JAMES	25309	MAROON CREEK CT	92551-2429	ARRIZON JAVIER	25309 MAROON CREEK CT	MORENO V	92551	409.88	40.99	81.16	532.02
93695855006	312313033	684277	COOPER, TASHIE	25321	MAROON CREEK CT	92551-2429	LY TU THANH	25321 MAROON CREEK CT	MORENO V	92551	159.96	16.00	31.67	207.62
97180125009	312313040	684277	BROWN, BERNARD (RENT)	25344	MAROON CREEK CT	92551-2429	THIELHARD CYNTHIA	25344 MAROON CREEK CT	MORENO V	92551	392.97	39.30	77.81	510.06
82042495000	312313031	684277	HARGES, TROY AND ERIKA (OWNR	26345	MAROON CREEK CT	92551-2429	HARGES TROY W	25345 MAROON CREEK CT	MORENO V	92551	510.80	51.08	101.14	663
31432495005	487050015	684277	WILSON, LARRY AND CYNTHIA	12350	MARQUETTE CT	92557-7747	WILSON LARRY	12350 MARQUETTE CT	MORENO V	92557	255.40	25.54	50.57	331.50
88770675002	487050004	684277	SANCHEZ, NORMA (RENT)	12365	MARQUETTE CT	92557-7748	CONNOLLY CORA JEAN	P O BOX 1101	MORENO V	92556	164.96	16.50	32.66	214.1
31371005008	482622030	684277	MANZANO, KARLA	24695	MARS CT	92553-5838	MANZANO KARLA J	22778 PAHUTE DR	MORENO V	92553	191.77	19.18	37.97	248.90
31389345009	482622021	684277	ADAMS, PAMELA (RENT)	24718	MARS CT	92553-5834	GUTIERREZ EFRAIN	24718 MARS CT	MORENO V	92553	191.77	19.18	37.97	248.90
87951223004	482622028	684277	DURAN, ADAM	24719	MARS CT	92553-5834	DURAN ADAN	24719 MARS CT	MORENO V	92553	191.66	19.17	37.95	248.76
96866545006	482622027	684277	CABRAL, SANDRA AND HERNAN	24729	MARS CT	92553-5834	GONZALEZ GLORIA	24729 MARS CT	MORENO V	92553	41.77	4.18	8.27	54.20
92462243001	479261044	684277	PERIGOMO, ANGELA (RENT)	25185	MARSEL RANCH RD	92553-4177	HERRARTE ANA LUISA G	25185 MARSEL RANCH RD	MORENO V	92553	235.41	23.54	46.61	305.56
94998625002	479261043	684277	ROBISON, LAWRENCE	25201	MARSEL RANCH RD	92553-2329	ROBISON LAWRENCE L	25201 MARSEL RANCH RD	MORENO V	92553	255.29	25.53	50.55	331.36
92262035009	256333027	684277	WALDE, NANCY	21406	MARSTON CT	92557-8439	WALDE NANCYLINA C	21406 MARSTON CT	MORENO V	92557	257.65	25.77	51.01	334.42
91452055002	486042025	684277	LEFLORE, JAMES AND LINDA (OWI	15085	MARTE CIR	92551-1428	LEFLORE LINDA A	15085 MARTE CIR	MORENO V	92551	55.00	5.50	10.89	71.38
88814335000	486053002	684277	SERNA, CAROLINA (OWNR)	15137	MARTE CIR	92551-7035	WEI DAO KANG	15137 MARTE CIR	MORENO V	92551	112.75	11.28	22.32	146.34
55058755004	486054005	684277	GUITIEREZ, MIKE (OWNR)	15172	MARTE CIR	92551-7034	GUTIERREZ MIGUEL A	15172 MARTE CIR	MORENO V	92551	255.29	25.53	50.55	331.36
75049845001	484060064	684277	MARIN, JENNIFER	14141	MARTINIQUE DR	92553-2914	MARIN RUPERTO A	14141 MARTINIQUE DR	MORENO V	92553	255.29	25.53	50.55	331.36
57964295008	484060072	684277	HERRERA, DANIEL	14188	MARTINIQUE DR	92553-2913	HERRERA DANIEL	14188 MARTINIQUE DR	MORENO V	92553	175.40	17.54	34.73	227.66
91342305003	256182038	684277	ZAMORA, ROBERTA (RENT)	21106	MARTYNIA CT	92557-8602	LOUDEN	620 NEWPORT CTR DR 8TH FL	NEWPORT	92660	54.36	5.436	10.76	70.54
60678155008	256182022	684277	MEYERS, JEFFREY	21117	MARTYNIA CT	92557-8602	MEYERS JEFFREY M	21117 MARTYNIA CT	MORENO V	92557	255.29	25.53	50.55	331.36
95482215002	256182024	684277	LARA CARRANZA, LORENA (OWNR	21131	MARTYNIA CT	92557-8602	CARRANZA LORENA LARA	21131 MARTYNIA CT	MORENO V	92557	255.40	25.54	50.57	331.50
93287575001	256182034	684277	LIZARDI, THESALEE	21150	MARTYNIA CT	92557-8602	LIZARDI MAGGIE MARIE	21150 MARTYNIA CT	MORENO V	92557	255.29	25.53	50.55	331.36
31410935009	488040001	684277	PITTMAN, DALE E	12095	MARY LEE WAY	92555-2130	PITTMAN DALE E	12095 MARY LEE WAY	MORENO V	92555	128.03	12.80	25.35	166.18
95195265009	488040004	684277	SEVILLA, JENNIFER	12151	MARY LEE WAY	92555-2113	SEVILLA JOSE L	12151 MARY LEE WAY	MORENO V	92555	255.40	25.54	50.57	331.50
31287545003	488041005	684277	GALLARDO, PATRICIA (OWNR)	12152	MARY LEE WAY	92555-2114	GALLARDO JOSE F	1698 CORDOVA ST	LOS ANGEI	90007	175.40	17.54	34.73	227.66
96212795000	488041004	684277	STEVENSON, JOE AND JACQUELIN	12170	MARY LEE WAY	92555-2114	STEVENSON JOE	12170 MARY LEE WAY	MORENO V	92555	155.29	15.53	30.75	201.56

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97097835006	488040009	684277	ORDONEZ, ARMINDA (OWNR)	12225	MARY LEE WAY	92555-2131	ORDONEZ RICARDO	12225 MARY LEE WAY	MORENO V	92555	112.40	11.24	22.26	145.88
97200955000	488061001	684277	MEDINA, MELINDA (RENT)	12231	MARY LEE WAY	92555-2131	HSUEH SHENG KUANG	14C 170 TUN HWA N RD	TAIPEI TAI	0	255.40	25.54	50.57	331.50
31463895006	474590032	684277	BOOKER, HOWARD	11541	MATHEWS RD	92557	ARAQUEL SONNY B	5545 SAMANTHA AVE	LAKEWOO	90712	249.72	24.97	49.44	324.12
31639025004	485093014	684277	MOHAMED, ALLEX	24795	MATTUS WAY	92551-0902	MOHAMED ALEX	24795 MATTUS WAY	MORENO V	92551	255.29	25.53	50.55	331.36
57518405009	485093015	684277	APARICIO, JESUS AND JOSEPHINA	24811	MATTUS WAY	92551-4011	APARICIO JESUS	24811 MATTUS WAY	MORENO V	92551	255.29	25.53	50.55	331.36
93172035009	485093017	684277	LOPEZ, MIRLAN	24843	MATTUS WAY	92551-4011	LOPEZ MIRIAN L	24843 MATTUS WAY	MORENO V	92551	155.29	15.529	30.75	201.56
60966985003	485093020	684277	CARTER, SHIMARIU AND OSCAR	24891	MATTUS WAY	92551-4011	GREEN GENENE	24891 MATTUS WAY	MORENO V	92551	255.18	25.518	50.53	331.22
92033485009	482482017	684277	CHERRY, HAYES AND GWEN (OWN	14018	MAXINE CT	92553-6721	CHERRY HAYES	14018 MAXINE CT	MORENO V	92553	128.03	12.80	25.35	166.18
95436945005	312033026	684277	GARCIA, GASTON (OWNR)	25331	MAXY DR	92551-9255	GOMEZ ISABEL GUZMAN	25331 MAXY DR	MORENO V	92551	332.64	33.26	65.86	431.76
31610975005	312033025	684277	HERNANDEZ, MARIA (OWNR)	25343	MAXY DR	92551-9255	HERNANDEZ MARIANO	25343 MAXY DR	MORENO V	92551	332.64	33.26	65.86	431.76
87104295005	312033024	684277	VALDIVIA, JOSE AND LISA	25355	MAXY DR	92551-9256	VALDIVIA JOSE JAVIER	25355 MAXY DR	MORENO V	92551	119.88	11.99	23.74	155.60
62206475009	484233007	684277	ROLDAN, YONATAN	14512	MAY LN	92553-7104	ROLDAN YONATAN	14512 MAY LN	MORENO V	92553	255.29	25.53	50.55	331.36
31473635000	479261023	684277	ADAMS, CHAD	25190	MAYNARD DR	92553-4140	ADAMS CHAD	25190 MAYNARD DR	MORENO V	92553	96.00	9.6	19.01	124.6
86369705009	479261030	684277	PARTIDA SILVA, JORGE (OWNR)	25203	MAYNARD DR	92553-2330	PARTIDA JORGE	25203 MAYNARD DR	MORENO V	92553	255.40	25.54	50.57	331.50
91685065005	264423008	684277	BROWN, HARVEY	11584	MCCULLY CT	92557-7910	BROWN HARVEY L	11584 MCCULLY CT	MORENO V	92557	332.40	33.24	65.82	431.44
56179665006	264423005	684277	MELGOZA, SILVIA AND ENRIQUE (	11585	MCCULLY CT	92557-7910	LIU QI	11585 MCCULLY CT	MORENO V	92557	255.40	25.54	50.57	331.50
93773635008	264423009	684277	NAIR, MAHENDRA K	11596	MCCULLY CT	92557-7910	NAIR MAHENDRA K	11596 MCCULLY CT	MORENO V	92557	255.18	25.518	50.53	331.22
54985585005	264423004	684277	MYRICK, PERNELL (RENT)	11597	MCCULLY CT	92557-7910	CHAU JACK CHUNGYEE	1884 OAKGATE ST	MONTERE	91755	202.51	20.25	40.10	262.84
91662045009	264431013	684277	FAZANDE, GREGORY C	11647	MCCULLY CT	92557-7912	FAZANDE RITA K	11647 MCCULLY DR	MORENO V	92557	332.64	33.26	65.86	431.76
65941905008	264431015	684277	DESAI, RAJSHEKAR (OWNR)	11660	MCCULLY CT	92557-7911	DESAI RAJSHEKAR	11660 MCCULLY CT	MORENO V	92557	191.77	19.18	37.97	248.90
49686735006	291214001	684277	RODRIQUEZ, JUAN (OWNR)	13610	MCDONNELL ST	92553-8469	SOMMA JOHN	13590 ELSWORTH ST	MORENO V	92553	255.40	25.54	50.57	331.50
31144665000	291214002	684277	FERNANDEZ, MIRNA	13622	MCDONNELL ST	92553-8469	FERNANDEZ J CARLOS	13622 MCDONNEL ST	MORENO V	92553	128.03	12.80	25.35	166.18
72714455004	291213008	684277	RODRIGUEZ, JESSICA	13635	MCDONNELL ST	92553-8470	SEGURA JAVIER	13610 BOEING	MORENO V	92553	149.56	14.96	29.61	194.12
58518595008	291263010	684277	SIMMS, CARNELL	13778	MCDONNELL ST	92553-8512	SIMS CARNELL L	13778 MCDONNEL ST	MORENO V	92553	255.29	25.53	50.55	331.36
92635015000	291263006	684277	FRAUSTO, JOSE D	13832	MCDONNELL ST	92553-8530	FRAUSTO JOSE DANIEL	13832 MCDONNEL ST	MORENO V	92553	255.29	25.53	50.55	331.36
93427885008	291263003	684277	ARMSTRONG, CORY (RENT)	13874	MCDONNELL ST	92553-8530	JUAREZ NABOR R	13874 MCDONNEL ST	MORENO V	92553	135.40	13.54	26.81	175.74
86627503002	481260026	684277	DIAZ, SYLVIA	12834	MEAD CT	92553-3123	DIAZ JUAN J	12834 MEAD CT	MORENO V	92553	332.64	33.26	65.86	431.76
91946175008	481260029	684277	NAVARETTE, SERGIO	12835	MEAD CT	92553-3123	NAVARRETE SERGIO	12835 MEAD CT	MORENO V	92553	255.29	25.53	50.55	331.36
31150115003	481260025	684277	CORRALES, TERESA (RENT)	12846	MEAD CT	92553-3123	VASQUEZ NANCY VARGAS	12846 MEAD CT	MORENO V	92553	72.96	7.30	14.45	94.70
31641435004	292082014	684277	TUNSTALL, EBENY AND CRAIG	12769	MEADBURY DR	92553-5901	TUNSTALL EBONY	12769 MEADBURY DR	MORENO V	92553	255.29	25.53	50.55	331.36
90755783006	292082013	684277	MILLWEE, ANDREW	12779	MEADBURY DR	92553-5901	MILLWEE ANDREW J	12779 MEADBURY DR	MORENO V	92553	249.39	24.94	49.38	323.70
31156955003	482682041	684277	BUTLER, SHIRLEY (OWNR)	14826	MEADOW BREEZE DR	92553-9416	BUTLER SHIRLEY	14826 MEADOW BREEZE DR	MORENO V	92553	80.73	8.073	15.98	104.78
31156785009	482682038	684277	HERNANDEZ, VICTORIA	14850	MEADOW BREEZE DR	92553-9416	HERNANDEZ VICTORIA	14850 MEADOW BREEZE DR	MORENO V	92553	255.29	25.53	50.55	331.36
65118035006	482683009	684277	SMITH, JAIME	14855	MEADOW BREEZE DR	92553-9417	SMITH JASON	14855 MEADOW BREEZE DR	MORENO V	92553	255.29	25.53	50.55	331.36
31415805005	482682037	684277	VALLE, JAMIE	14860	MEADOW BREEZE DR	92553-9416	VALLE JAIME	14860 MEADOW BREEZE DR	MORENO V	92553	255.29	25.53	50.55	331.36
31332845004	482682035	684277	AGUILO, ELVIE	14880	MEADOW BREEZE DR	92553-9418	AGUILO NESTOR	14880 MEADOW BREEZE DR	MORENO V	92553	62.42	6.242	12.36	81.02
65117795008	482683006	684277	FORD, RUTHERLENE (RENT)	14899	MEADOW BREEZE DR	92553-9419	FAR EAST INTERNATIONAL	24941 STONEGATE LN	LAGUNA N	92677	422.87	42.29	83.73	548.88
31177775007	482683005	684277	BARNHART, BETHANY	14909	MEADOW BREEZE DR	92553-9420	BARNHART BETHANY	14909 MEADOW BREEZE DR	MORENO V	92553	128.23	12.82	25.39	166.44
97241385004	482683004	684277	LYNN, CYNTHIA	14919	MEADOW BREEZE DR	92553-9420	LYNN TONY EDWARD	14919 MEADOW BREEZE DR	MORENO V	92553	255.29	25.53	50.55	331.36
88787355003	482683003	684277	NGUYEN, TED (OWNR)	14929	MEADOW BREEZE DR	92553-9420	NGUYEN TED B	5102 OAKFIELD AVE	SANTA AN	92703	255.40	25.54	50.57	331.50
63075735003	482682030	684277	WILLINGHAM, DARRYL (RENT)	14930	MEADOW BREEZE DR	92553-9421	ATIENZA LYDIA L	14930 MEADOW BREEZE DR	MORENO V	92553	197.83	19.78	39.17	256.78
53560505004	260253004	684277	THOMAS, BERTRAM	10357	MEADOW CREEK DR	92557-2624	THOMAS BERTRAM J	10357 MEADOW CREEK DR	MORENO V	92557	255.29	25.53	50.55	331.36
72626245005	260253008	684277	MERRITT, CHARLIE	10389	MEADOW CREEK DR	92557-2624	MERRITT MORENO VALLEY TRUST	36613 WANDERING PL	MURRIETA	92563	255.29	25.53	50.55	331.36
52694585005	260251022	684277	DAVISON, KEVIN	10402	MEADOW CREEK DR	92557-2694	GALLEGOS STEVEN R	10402 MEADOW CREEK DR	MORENO V	92557	255.29	25.53	50.55	331.36
70561925003	260253010	684277	ALNABER, SALIM (OWNR)	10405	MEADOW CREEK DR	92557-2695	ALNABER SALIM O	10405 MEADOW CREEK DR	MORENO V	92557	255.29	25.53	50.55	331.36
97007835005	260253012	684277	SALAZAR, OLIVER (OWNR)	10421	MEADOW CREEK DR	92557-2695	CISNEROS JESUS O	10421 MEADOW CREEK DR	MORENO V	92557	255.40	25.54	50.57	331.50
93699625007	474512002	684277	PATEL, DANNY	24554	MEADOW GRASS WAY	92557-4128	PATEL AMBALAL	24554 MEADOW GRASS WAY	MORENO V	92557	255.29	25.53	50.55	331.36
97073023007	474513014	684277	SANDS, BARBARA	24573	MEADOW GRASS WAY	92557-4129	SANDS MICHAEL G	24573 MEADOW GRASS WAY	MORENO V	92557	191.55	19.155	37.93	248.62
92174525009	264142008	684277	PARKES, QUINCY	11912	MEADOW WOOD WAY	92557-6216	PARKS ZINA C	11912 MEADOW WOOD WAY	MORENO V	92557	255.29	25.53	50.55	331.36
88165845000	316153011	684277	REYES, ADAM	16780	MEDITERRANEAN DR	92551-7456	REYES ADAM	16780 MEDITERRANEAN DR	MORENO V	92551	191.77	19.18	37.97	248.90
97416553006	316153012	684277	BUTLER, NISHE (RENT)	16790	MEDITERRANEAN DR	92551-7456	CHAU LEE	2224 CARWILE	ALHAMBR	91803	63.63	6.363	12.60	82.58
99315023000	316153009	684277	MEDINA, DIANE	16795	MEDITERRANEAN DR	92551-7457	MEDINA ROBERT	16795 MEDITERRANEAN DR	MORENO V	92551	255.29	25.53	50.55	331.36
31416675000	316153016	684277	FLORES, PAULA (RENT)	16830	MEDITERRANEAN DR	92551-7419	ESTRADA ROBERT	16830 MEDITERRANEAN DR	MORENO V	92551	255.40	25.54	50.57	331.50
31416015009	316153017	684277	RUIZ, OLIVIA	16840	MEDITERRANEAN DR	92551-7419	RUIZ JORGE	16840 MEDITERRANEAN DR	MORENO V	92551	255.18	25.518	50.53	331.22
31104445001	316153019	684277	STEVENS, TOMMY	16860	MEDITERRANEAN DR	92551-7419	DALLIN	5440 TRABUCO RD STE 200	IRVINE CA	92620	255.29	25.53	50.55	331.36
31941545008	296025024	684277	OWENS, ERNESTINE	23151	MELINDA CT	92553-5949	ISSA AMAR	23151 MELINDA CT	MORENO V	92553	255.29	25.53	50.55	331.36
31092295009	296025019	684277	ORTEGA, CARLOS	23215	MELINDA CT	92553-5976	ORTEGA CARLOS A	23215 MELINDA CT	MORENO V	92553	195.29	19.53	38.67	253.48
94603765008	260111002	684277	WALLACE, SHARON AND THOMAS	10571	MENDOZA RD	92557-3974	WALLACE THOMAS E	10571 MENDOZA RD	MORENO V	92557	255.29	25.53	50.55	331.36
31380875006	260112008	684277	O'NEAL, VICTORIA (RENT)	10706	MENDOZA RD	92557-3944	SMIMIOTAKIS GEORGIA	23328 OLIVEWOOD PLAZA DR	MORENO V	92553	127.59	12.76	25.26	165.60
93025215001	260123011	684277	GUZMAN, IRIS (OWNR)	10770	MENDOZA RD	92557-3944	DRAGOMIR TRAIAN	10770 MENDOZA RD	MORENO V	92557	91.77	9.18	18.17	119.10
66506325000	260121005	684277	QUEZADA, SARAH	10811	MENDOZA RD	92557-3946	QUEZADA SARAH	10811 MENDOZA RD	MORENO V	92557	332.64	33.26	65.86	431.76
55906975008	260126010	684277	POLLAND, CHRISTINE (OWNR)	10911	MENDOZA RD	92557-3958	POLAND CHRISTINE N	10911 MENDOZA RD	MORENO V	92557	332.40	33.24	65.82	431.44
71082155000	304511012	684277	WHITSON, LATAUN	14921	MERIDIAN PL	92555-5835	WHITSON ANTHONY	14921 MERIDIAN PL	MORENO V	92555	255.40	25.54	50.57	331.50
31587245009	482473018	684277	GOMEZ, CAROLINE (RENT)	24716	MERIT CT	92553-3981	MONDRAGON ANTONIO	24716 MERIT CT	MORENO V	92553	382.86	38.29	75.81	496.94
98204665012	292051017	684277	ARLINE, MICHELLE	23260	MERRYGROVE CIR	92553-5910	DIXON JUAN TERRELL	23260 MERRYGROVE CIR	MORENO V	92553	332.40	33.24	65.82	431.44

31549535008	292051019	684277	JACKSON, AVA	23290	MERRYGROVE CIR	92553-5910	JOHNSON MARIO	23290 MERRYGROVE CIR	MORENO V	92553	332.40	33.24	65.82	431.44
91611445002	474622003	684277	SEBASTIAN, TABATHA	24369	MESA RIDGE LN	92557-3045	PIO DANIEL	24369 MESA RIDGE LN	MORENO V	92557	35.37	3.54	7.00	45.90
31607695000	260261009	684277	BRIDGES, PATRICK AND SHANDRA	22728	MESA SPRINGS WAY	92557-2627	GORDON MONIQUE W	22728 MESA SPRINGS WAY	MORENO V	92557	21.64	2.16	4.28	28.08
94674295008	260262009	684277	TORRES, AUGUST	22795	MESA SPRINGS WAY	92557-2628	LU JING	3407 SAN PASQUAL ST	PASADENA	91107	127.92	12.792	25.33	166.04
53105525004	260282018	684277	HEAD, JOHN E (OWNR)	22811	MESA SPRINGS WAY	92557-2631	HEAD JOHN E	22811 MESA SPRINGS WAY	MORENO V	92557	332.64	33.26	65.86	431.76
31653705002	260282014	684277	TUCKER, DERRICK	22843	MESA SPRINGS WAY	92557-2631	TUCKER DERRICK L	22843 MESA SPRINGS WAY	MORENO V	92557	255.40	25.54	50.57	331.50
97110445009	260283005	684277	PEYREFITTE, INGRIDE	22848	MESA SPRINGS WAY	92557-2630	JOHNSON ROY L	22848 MESA SPRINGS WAY	MORENO V	92557	255.18	25.518	50.53	331.22
93078335005	260283009	684277	WATKINS, VAN	22880	MESA SPRINGS WAY	92557-2630	WATKINS VAN T	22880 MESA SPRINGS WAY	MORENO V	92557	55.29	5.529	10.95	71.76
97141495003	488290007	684277	SILLA, JOSEPH (OWNR)	28211	MESA TOP TRL	92555-5419	SILLA JOSEPH L	3790 BLACK PINE	YORBA LIN	92686	255.40	25.54	50.57	331.50
1.01881E+11	308272022	684277	ODIMEGWU, ETHEL	15625	MESA VERDE DR	92555-4220	ODIMEGWU ETHEL NTOM	15625 MESA VERDE DR	MORENO V	92555	332.64	33.26	65.86	431.76
98329585014	308272026	684277	PARKER, KAREN (RENT)	15665	MESA VERDE DR	92555-4220	SALDANA SABINO	16833 SPRING CANYON PL	RIVERSIDE	92508	255.40	25.54	50.57	331.50
86533063004	308252011	684277	CLARK, DARILYN	15724	MESA VERDE DR	92555-4221	CLARK DERILYN	15724 MESA VERDE DR	MORENO V	92555	255.40	25.54	50.57	331.50
31490605000	308252010	684277	GAULDEN, PAUL (RENT)	15734	MESA VERDE DR	92555-4221	HERNANDEZ MYLA G	15734 MESA VERDE DR	MORENO V	92555	255.18	25.518	50.53	331.22
91558483006	308252008	684277	SANDOVAL, ELIZABETH	15756	MESA VERDE DR	92555-4221	LUA ELISEO	15756 MESA VERDE DR	MORENO V	92555	255.18	25.518	50.53	331.22
31618055001	475150036	684277	FINLEY, RON	24785	METRIC DR	92557-5635	FINLEY RON	24785 METRIC DR	MORENO V	92557	255.29	25.53	50.55	331.36
62291835006	475150023	684277	GRIMES, KRYSTLE (RENT)	24808	METRIC DR	92557-5634	DANG PETER XUAN	13357 STADIUM WAY	MORENO V	92555	61.44	6.144	12.17	79.74
31117235007	475150024	684277	WASHINGTON, KENNETH	24820	METRIC DR	92557-5634	WASHINGTON KENNETH W	24820 METRIC DR	MORENO V	92557	255.29	25.53	50.55	331.36
57291835003	479672006	684277	LI, HIHONG AND SICHENG (OWNR	25274	MICHELE LN	92553-5420	LI JIHONG	338 CALLE VISTA	WALNUT (	91789	63.96	6.40	12.66	83.02
80470175002	479672001	684277	LEON, OSCAR (RENT)	25279	MICHELE LN	92553-5420	AGUILAR LEONARDO	25279 MICHELE LN	MORENO V	92553	64.79	6.479	12.83	84.08
31612415009	312081012	684277	FINCHER, TANYA	25066	MIDDLEBROOK WAY	92551-9201	FINCHER JACOB N	25066 MIDDLEBROOK WAY	MORENO V	92551	31.04	3.10	6.15	40.28
94919765008	304470008	684277	TOMLIN, HARRIET (RENT)	14565	MILESTONE ST	92555-5719	AVILA JUANA	1030 ENCINITAS ST	LA HABRA	90631	132.64	13.26	26.26	172.16
31090895007	304470007	684277	TAYLOR, REGINALD	14577	MILESTONE ST	92555-5719	BROOKS MARTIN	14577 MILESTONE ST	MORENO V	92555	212.92	21.29	42.16	276.36
90060515008	304470004	684277	HERNANDEZ, RENE (RENT)	14613	MILESTONE ST	92555-5719	BERMUDEZ JUAN G	14613 MILESTONE ST	MORENO V	92555	165.36	16.54	32.74	214.62
31309745003	482371006	684277	PURAY, HERLINA	24138	MILLSAP DR	92553-6210	PURAY MICHAEL A	24138 MILLSAP DR	MORENO V	92553	255.18	25.518	50.53	331.22
31106275001	482372006	684277	ALLEN, BRYAN (RENT)	24167	MILLSAP DR	92553-6211	HART ANDREW J	24167 MILLSAP DR	MORENO V	92553	331.44	33.14	65.63	430.20
62866055008	482372004	684277	BUTLER, WILLIE	24201	MILLSAP DR	92553-3329	BUTLER WILLIE F	24201 MILLSAP DR	MORENO V	92553	255.18	25.518	50.53	331.22
56091275005	482372002	684277	MCCONICO, GENE A	24233	MILLSAP DR	92553-3329	MCCONICO JULIETTE G	24233 MILLSAP DR	MORENO V	92553	255.29	25.53	50.55	331.36
31251655005	482371018	684277	WILLIAMS, JOYCE	24244	MILLSAP DR	92553-3330	WILLIAMS EDMOND B	24244 MILLSAP DR	MORENO V	92553	332.16	33.216	65.77	431.14
96831125008	482372001	684277	MITCHELL, RAHEEN	24247	MILLSAP DR	92553-3329	MURILLO RUBEN R	46279 AHUI NANI PL	KANEOHE	96744	127.92	12.792	25.33	166.04
85360135009	482533020	684277	LEON, RAUL AND BERTHA	24333	MILLSAP DR	92553-3331	LEON RAUL	24333 MILLSAP DR	MORENO V	92553	255.40	25.54	50.57	331.50
91544033001	482533022	684277	WILKERSON, CAROL	24371	MILLSAP DR	92553-3331	WILKERSON CAROL A	24371 MILLSAP DR	MORENO V	92553	255.40	25.54	50.57	331.50
91976193001	291624024	684277	VILLANUEVA, JESUS	22017	MIMOSA LN	92553-6953	VILLANUEVA JESUS ARMANDO	22017 MIMOSA LN	MORENO V	92553	255.29	25.53	50.55	331.36
31366035002	256342007	684277	NEWTON, JOSHUA	11489	MINDORA DR	92557-8560	VERRETT JEREMY M	11489 MINDORA DR	MORENO V	92557	355.02	35.50	70.29	460.80
31374195002	256342011	684277	MARQUEZ, ALEJANDRO (RENT)	11510	MINDORA DR	92557-8560	JAUREGUI FELIPE	11510 MINDORA DR	MORENO V	92557	255.40	25.54	50.57	331.50
86902895007	256342005	684277	THOMAS, IRA	11513	MINDORA DR	92557-8560	THOMAS IRA	11513 MINDORA DR	MORENO V	92557	332.64	33.26	65.86	431.76
31402175005	256342004	684277	ALLEN, ROBERTO	11525	MINDORA DR	92557-8560	ALLEN ROBERTO RICARDO	11525 MINDORA DR	MORENO V	92557	255.29	25.53	50.55	331.36
92958785004	264091040	684277	DEASE JONES, TONYISA (RENT)	11058	MINERS TRL	92557-4922	MADRID LOUIS J	1735 BROADWAY ST APT 1	REDWOOD	94063	255.40	25.54	50.57	331.50
86598643006	264094017	684277	WASHINGTON, JACKIE (RENT)	11065	MINERS TRL	92557-4923	SFR 2012 1 U S WEST	135 N LOS ROBLES 4TH FL	PASADENA	91101	509.31	50.93	100.84	661.08
31256995003	264091043	684277	MARQUEZ, MARITZA	11076	MINERS TRL	92557-4922	MARQUEZ MARIA DEJESUS	11076 MINERS TRL	MORENO V	92557	255.18	25.518	50.53	331.22
95907065009	264094023	684277	FORST, BRENT (RENT)	11101	MINERS TRL	92557-4925	IGRISAN ANGELA	11101 MINERS TRL	MORENO V	92557	126.78	12.678	25.10	164.56
97763065004	264232006	684277	HARRIS, SAYKIA (RENT)	11113	MINERS TRL	92557-4925	CANTU CYNTIA LILIANA	24261 VIA DEL SOL ST	MORENO V	92553	104.11	10.411	20.61	135.12
94304205001	264232008	684277	ACEVEDO, FELIPE	11133	MINERS TRL	92557-4925	ACEVEDO FELIPE	11133 MINERS TRL	MORENO V	92557	255.29	25.53	50.55	331.36
31561115001	264234035	684277	LOPEZ, MARIA	11230	MINERS TRL	92557-4928	LOPEZ ABEL L	112030 MINERS TRL	MORENO V	92557	255.18	25.518	50.53	331.22
31414215002	264234038	684277	MCZEAL, JANICE (RENT)	11256	MINERS TRL	92557-4928	ROCHA RALPH P	11256 MINERS TRL	MORENO V	92557	93.89	9.389	18.59	121.86
94977113003	264234033	684277	VELASQUEZ, RAMIRO	11257	MINERS TRL	92557-4928	VELAZQUEZ RAMIRO	11257 MINERS TRL	MORENO V	92557	155.29	15.53	30.75	201.56
31321235005	264234039	684277	EDOGIAWERIE, HANOFI (OWNR)	11266	MINERS TRL	92557-4928	EDOGLAWERIE HANOFI L	11266 MINERS TRL	MORENO V	92557	255.18	25.518	50.53	331.22
31641285005	264234040	684277	HORN, LISA (RENT)	11276	MINERS TRL	92557-4928	HANNAWAY BASSAM	11276 MINERS TRL	MORENO V	92557	91.66	9.17	18.15	118.96
97141055005	484211012	684277	AGUIAR, JOSE	25283	MINNETONKA CT	92553-7159	AGUIAR JOSE C	25283 MINNETONKA CT	MORENO V	92553	255.40	25.54	50.57	331.50
91804465008	260412002	684277	PATTERSON, TROY D	10010	MIRACANTO WAY	92557-9002	COLEMAN ALICE	10010 MIRACANTO WAY	MORENO V	92557	332.40	33.24	65.82	431.44
95852205008	264082019	684277	IRVING, LASONYA	23654	MISTY GLADE CT	92557-4954	PATTERSON WILLIE	P O BOX 10260	MORENO V	92552	255.29	25.53	50.55	331.36
91844873008	264082028	684277	RIEM, DAVE	23659	MISTY GLADE CT	92557-4954	RIEM FRED R	23659 MISTY GLADE CT	MORENO V	92557	255.29	25.53	50.55	331.36
90794335000	260182007	684277	NOBLE, NATHAN	10670	MOHAVE CT	92557-3813	CUMMINS GERALDINE LORETTA	10670 MOHAVE CT	MORENO V	92557	332.40	33.24	65.82	431.44
98198093006	260182004	684277	CORRALES, JOSE AND MARIA	10700	MOHAVE CT	92557-3813	CORRALES JOSE	16722 WAR CLOUD DR	MORENO V	92551	251.19	25.12	49.74	326.04
83234805007	487352001	684277	ADAMS, PAMELA (OWNR)	13030	MOHICAN DR	92555-2403	GONZALEZ ANGELO	13030 MOHICAN DR	MORENO V	92555	255.29	25.53	50.55	331.36
95813405008	487351007	684277	WHITNEY, DAVID (RENT)	13049	MOHICAN DR	92555-2401	LOUDEN	5440 TRABUCO RD STE H200	IRVINE CA	92620	212.48	21.25	42.07	275.78
31549085002	487351005	684277	POWELL, BRIAN (RENT)	13069	MOHICAN DR	92555-2401	MILLA RONALD PATRICK	15140 OAKWOOD LN	CHINO HIL	91709	255.40	25.54	50.57	331.50
31485945009	487352005	684277	BINUYA, JOSE I AND AGNES M	13070	MOHICAN DR	92555-2403	BINUYA JOSE I	13070 MOHICAN DR	MORENO V	92555	255.40	25.54	50.57	331.50
95760925002	487352014	684277	GRAHAM, CARMEN	13160	MOHICAN DR	92555-2402	GRAHAM DARRELL E	13160 MOHICAN DR	MORENO V	92555	255.29	25.53	50.55	331.36
97023645002	487352017	684277	MAYFIELD, JANET	13190	MOHICAN DR	92555-2402	MAYFIELD MARLON D	13190 MOHICAN DR	MORENO V	92557	332.40	33.24	65.82	431.44
31309975004	487520002	684277	GONZALEZ, JAIME AND MARI(REN	13932	MONET ST	92555-2570	CUBIAS NELSON AGUEDO	13932 MONET ST	MORENO V	92555	255.40	25.54	50.57	331.50
1.00461E+11	264371001	684277	HERNANDEZ, MARTHA (OWNR)	22013	MONICO DR	92557-5926	CARVAJAL MARTIN	22013 MONICO DR	MORENO V	92557	55.04	5.50	10.90	71.44
72641225008	264371014	684277	ROJO, MARIA G (RENT)	22060	MONICO DR	92557-5925	ROMERO RAUL	22060 MONICO DR	MORENO V	92557	352.42	35.24	69.78	457.44
76199595005	264371006	684277	GONZALEZ, AMBER (RENT)	22073	MONICO DR	92557-5926	CHAU DAI VI FAMILY TRUST	3015 S MANITOBA DR	SANTA AN	92704	284.36	28.44	56.30	369.08
72543455007	264371008	684277	SHELTON, JASON (RENT)	22097	MONICO DR	92557-5926	JOHN ADAM INV	10161 BOLSA AVE NO 204C	WESTMINS	92683	91.77	9.18	18.17	119.10
97130045001	259451012	684277	JONES, GLENN	23039	MONTALVO RD	92557-3511	JONES GLENN T	23039 MONTALVO RD	MORENO V	92557	255.29	25.53	50.55	331.36

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55974045002	259451002	684277	DOMINGUEZ, LARRY AND BRIDGE	23187	MONTALVO RD	92557-3513	DOMINGUEZ LARRY D	23187 MONTALVO RD	MORENO V	92557	332.40	33.24	65.82	431.44
31365215006	487283013	684277	HULL, PETER	12820	MONTECELLO DR	92555-2312	HULL SIMON PETER	24682 DEL PRADO NO 200	DANA POIN	92629	284.36	28.44	56.30	369.08
89714065007	487283008	684277	ROMO, MONICA	12870	MONTECELLO DR	92555-2312	CAMACHO EMILIANO	12870 MONTECELLO DR	MORENO V	92555	63.96	6.40	12.66	83.02
1.01548E+11	487280022	684277	CASTILLO, CLAUDIA	12875	MONTECELLO DR	92555-2314	CARRASCO ARNOLDO	12875 MONTECELLO DR	MORENO V	92555	207.64	20.76	41.11	269.50
50408045006	487280024	684277	EDWARDS, KIM (RENT)	12895	MONTECELLO DR	92555-2314	VACA ERNESTO	12895 MONTECELLO DR	MORENO V	92555	127.26	12.726	25.20	165.18
31507595003	487280028	684277	GALLARDO, MARIELA	12935	MONTECELLO DR	92555-2316	MARES EVARISTO	12935 MONTECELLO DR	MORENO V	92555	191.66	19.17	37.95	248.76
31574435007	484072084	684277	HERNANDEZ, FRANCES (RENT)	14131	MONTEGO BAY DR	92553-2906	HUIZAR CONRADO	3521 SHADOW CT	PERRIS CA	92571	255.40	25.54	50.57	331.50
31248755000	484072087	684277	MARTE, ANABEL (OWNR)	14148	MONTEGO BAY DR	92553-2905	MARTE ALVIN	P O BOX D	MORENO V	92556	255.40	25.54	50.57	331.50
88795485009	484072089	684277	GONZALES, TINA (RENT)	14164	MONTEGO BAY DR	92553-2905	HERNANDEZ MARIO	14164 MONTEGO BAY DR	MORENO V	92553	139.88	13.99	27.70	181.56
31059775007	484072078	684277	BELLAMY, QUONIA	14183	MONTEGO BAY DR	92553-2906	DANG ANTHONY	9681 SUTHERLAND WAY	GARDEN G	92844	255.40	25.54	50.57	331.50
96661565006	484072077	684277	ALATORRE, THERESA	14191	MONTEGO BAY DR	92553-2906	ALATORRE LUPE	14191 MONTEGO BAY DR	MORENO V	92553	232.16	23.216	45.97	301.34
96697185000	484072092	684277	FARRIS, TANISHA (RENT)	14192	MONTEGO BAY DR	92553-2905	TANG HENG	1800 ARLAND AVE	ROSEMEAD	91770	67.40	6.74	13.35	87.48
84547075004	316071012	684277	TORRES, JOHNNY (RENT)	24540	MOONLIGHT DR	92551-7298	YENG VANN	8852 SAILPORT DR	HUNTINGT	92646	204.18	20.42	40.43	265.02
89705005008	316071005	684277	TAYLOR, BELINDA	24545	MOONLIGHT DR	92551-7298	BATCHELOR BELINDA TAYLOR	24545 MOONLIGHT DR	MORENO V	92551	255.18	25.518	50.53	331.22
84214565008	316073002	684277	JOHNSON, JEROME F	24615	MOONLIGHT DR	92551-7299	JOHNSON JEROME F	24615 MOONLIGHT DR	MORENO V	92551	255.29	25.53	50.55	331.36
93639603007	316073008	684277	MARTINEZ, ARTURO (OWNR)	24675	MOONLIGHT DR	92551-7299	SUAREZ MARIA G	24675 MOONLIGHT DR	MORENO V	92555	45.98	4.60	9.10	59.68
31371985002	316073009	684277	GARCIA, JUAN AND GRACIELA	24685	MOONLIGHT DR	92551-7299	GARCIA JUAN IBARRA	24685 MOONLIGHT DR	MORENO V	92551	255.29	25.53	50.55	331.36
87171713006	475171006	684277	COMBS, JOSHUA (RENT)	24299	MOONRAKER LN	92557-5510	SALLEY RICHARD P	24299 MOONRAKER LN	MORENO V	92557	255.40	25.54	50.57	331.50
31291845002	475171010	684277	VARGAS, JUDITH (OWNR)	24345	MOONRAKER LN	92557-5510	VARGAS JUDITH	24345 MOONRAKER LN	MORENO V	92557	255.29	25.53	50.55	331.36
86534355001	475171011	684277	ROCHA, FRANCISCO AND ROSARIO	24357	MOONRAKER LN	92557-5510	GARCIA ROSARIO	24357 MOONRAKER LN	MORENO V	92557	255.40	25.54	50.57	331.50
31538845006	479454006	684277	TRUJILLO, GRETEL	25724	MOONSEED ST	92553-6868	TRUJILLO GRETEL TARRABE	25724 MOONSEED ST	MORENO V	92553	255.40	25.54	50.57	331.50
94306463001	474583002	684277	WILSON, GREGORY AND FESHIA	24699	MOONSHADOW DR	92557-3212	WILSON GREGORY	24699 MOONSHADOW DR	MORENO V	92557	232.40	23.24	46.02	301.64
97797775003	474583007	684277	JONES, CHRISTOPHER	24781	MOONSHADOW DR	92557-3206	JONES DOROTHY E	24781 MOONSHADOW DR	MORENO V	92557	255.29	25.53	50.55	331.36
75710875001	475134003	684277	BLACK, FRANCINA	24650	MOONTIDE LN	92557-5605	STARK MATTHEW A	24650 MOONTIDE LN	MORENO V	92557	255.18	25.518	50.53	331.22
85177445002	475133017	684277	LOPEZ, LETICIA	24781	MOONTIDE LN	92557-5618	GOMEZ EDUARDO	24781 MOONTIDE LN	MORENO V	92557	332.40	33.24	65.82	431.44
94039515008	475134008	684277	NERI, ROBERT	24782	MOONTIDE LN	92557-5608	NERI ROBERT	24782 MOONTIDE LN	MORENO V	92557	284.20	28.42	56.27	368.88
97100505007	475133015	684277	SALAZAR, OLIVER (OWNR)	24825	MOONTIDE LN	92557-5607	AGUILERA IVONNE	24825 MOONTIDE LN	MORENO V	92557	255.40	25.54	50.57	331.50
91475713005	475134011	684277	HANANIA, GEORGE	24852	MOONTIDE LN	92557-5606	HANANIA GEORGE ANTON	24852 MOONTIDE LN	MORENO V	92557	255.29	25.53	50.55	331.36
86161375009	312102014	684277	ESTRELLA, ROBERT (RENT)	25315	MOORLAND RD	92551-9277	SIGALA RACHELLE	25315 MOORLAND RD	MORENO V	92551	187.22	18.722	37.07	243
86475085004	312102013	684277	SIMS, LISA (RENT)	25329	MOORLAND RD	92551-9277	S&H MANAGEMENT	30 FEATHER RIDGE TR	MISSION V	92692	28.14	2.814	5.57	36.52
63992235000	312101005	684277	RODRIGUEZ,GILBERT,PEREZ,KRIS	25342	MOORLAND RD	92551-9279	RODRIGUEZ GILBERT	25342 MOORLAND RD	MORENO V	92551	255.40	25.54	50.57	331.50
1.01569E+11	312101007	684277	REYES, DORCAS	25370	MOORLAND RD	92551-9279	MARTINEZ MARIA ISABEL	25370 MOORLAND RD	MORENO V	92551	255.40	25.54	50.57	331.50
59798845003	312101009	684277	LOPEZ, GUADALUPE	25398	MOORLAND RD	92551-9279	LOPEZ MARIA GUADALUPE	25398 MOORLAND RD	MORENO V	92551	255.29	25.53	50.55	331.36
92263743008	312102006	684277	HERNANDEZ, JUAN	25425	MOORLAND RD	92551-1107	U S BANK NATL ASSN	1820 E 1ST ST NO 210	SANTA AN	92705	255.29	25.53	50.55	331.36
96562555008	312102002	684277	TORRES, RAMON (OWNR)	25483	MOORLAND RD	92551-9280	MOFFITT MELVA A	25483 MOORLAND RD	MORENO V	92551	91.77	9.18	18.17	119.10
96655593002	312102001	684277	GICKING, PAUL	25497	MOORLAND RD	92551-9280	PARKER JUANITA	1056 AGATE CT	GARDENA	90247	255.40	25.54	50.57	331.50
31487335003	260413014	684277	LAGANDOAN, ADONIS (RENT)	22599	MORALIA DR	92557-2674	TELLO YASER R	11411 STEEPLE CHASE DR	MORENO V	92555	187.22	18.722	37.07	243
92762465007	259422013	684277	NEWBURN, KEVIN	22638	MORALIA DR	92557-2675	NEWBURN KEVIN DWAYNE	22638 MORALIA DR	MORENO V	92557	255.40	25.54	50.57	331.50
96002405007	259422015	684277	OGUNDOWONE, GBENGA	22660	MORALIA DR	92557-2675	BOBOYE JACKIE G	22660 MORALIA DR	MORENO V	92557	255.40	25.54	50.57	331.50
53966265003	479220024	684277	GONZALEZ, SANDRA (RENT)	13962	MORENO ROSE PL	92553-4325	CONSOLIDATED TR SETTLOR & EQUIT P	P O BOX 1062	SAN GABR	91778	399.54	39.95	79.11	518.6
68117765001	482141015	684277	ALANIZ, BEATRICE (OWNR)	13290	MORENO WAY	92553-3844	ALANIZ BEATRIZ	13290 MORENO WAY	MORENO V	92553	255.40	25.54	50.57	331.50
88347415004	482142018	684277	MATHIS, CAROLINE	13340	MORENO WAY	92553-5303	MATHIS CAROLINE L	13340 MORENO WAY	MORENO V	92553	98.03	9.80	19.41	127.24
85453415003	482143009	684277	HIGUCHI, MAKOTO	13365	MORENO WAY	92553-3843	HIGUCHI MAKOTO	13365 MORENO WAY	MORENO V	92553	128.03	12.80	25.35	166.18
97451295008	482152038	684277	MANRIQUEZ, DIANA	13396	MORENO WAY	92553-3845	MANRIQUEZ RAY ARRELLANES	13396 MORENO WAY	MORENO V	92553	332.40	33.24	65.82	431.44
31321365007	482151002	684277	BROWN, MARY	13409	MORENO WAY	92553-3846	BROWN MARY	13409 MORENO WAY	MORENO V	92553	232.40	23.24	46.02	301.64
94417365007	482152026	684277	MC COY, SARAH	13436	MORENO WAY	92553-3847	MCCOY DEBRA A	13436 MORENO WAY	MORENO V	92553	255.29	25.53	50.55	331.36
96384845007	482392006	684277	CAMACHO, LAURA	13577	MORENO WAY	92553-3893	SAUCEDO LAURA A CAMACHO	13577 MORENO WAY	MORENO V	92553	284.20	28.42	56.27	368.88
83515745002	482392004	684277	MAGANA, BRIANA	13601	MORENO WAY	92553-3848	PONCE EDUARDO	13601 MORENO WAY	MORENO V	92553	191.77	19.18	37.97	248.90
96374065001	482392001	684277	GARCIA, SEBASTIANA	13637	MORENO WAY	92553-3848	DELACRUZ SEBASTIANA	13637 MORENO WAY	MORENO V	92553	332.64	33.26	65.86	431.76
57964615001	482364008	684277	ESPINOSA, CESAR (OWNR)	13665	MORENO WAY	92553-3848	RIVAS IRMA L	13665 MORENO WAY	MORENO V	92553	68.56	6.86	13.57	88.98
96013935003	482364001	684277	RAMIREZ, JUANITA AND MARCELO	13749	MORENO WAY	92553-3849	RAMIREZ JUANITA L	13749 MORENO WAY	MORENO V	92553	255.29	25.53	50.55	331.36
95415665007	312081046	684277	PUAILIHAU, JEAN-MARIE	25137	MORNING DOVE WAY	92551-9215	PUAILIHAU JEAN MARIE	25137 MORNING DOVE WAY	MORENO V	92551	183.26	18.33	36.29	237.86
75992105007	312092003	684277	WHITMER, MELISSA	25155	MORNING DOVE WAY	92551-9215	WHITMER STEVEN	25155 MORNING DOVE WAY	MORENO V	92551	255.40	25.54	50.57	331.50
91363245002	312094002	684277	HANDEL, MEGAN (RENT)	25184	MORNING DOVE WAY	92551-9238	ELLIS ROBERT D	905 LEAF AVE	COVINA C	91722	57.00	5.7	11.29	73.98
87635745004	312094004	684277	MONTMOR, TINO (OWNR)	25196	MORNING DOVE WAY	92551-9238	MONTEMOR TINO E	25196 MORNING DOVE WAY	MORENO V	92551	153.90	15.39	30.47	199.76
54256545000	312094009	684277	MARROQUIN, RICHARD (OWNR)	25226	MORNING DOVE WAY	92551-9240	MARROQUIN RICHARD	25226 MORNING DOVE WAY	MORENO V	92551	255.40	25.54	50.57	331.50
59964265002	312103021	684277	FLANAN, ROSEMARIE	25266	MORNING DOVE WAY	92551-9242	DICKINSON JAMES	24840 SUPERIOR AVE	MORENO V	92551	255.29	25.53	50.55	331.36
68050335005	312104012	684277	TORRES, JOSE	25281	MORNING DOVE WAY	92551-9243	TORRES JOSE M	25281 MORNING DOVE WAY	MORENO V	92551	255.18	25.518	50.53	331.22
48527225000	482414006	684277	GARCIA, MARTINIANO	24547	MORNING GLORY ST	92553-3973	GARCIA MARTINIANO	24547 MORNING GLORY ST	MORENO V	92553	255.29	25.53	50.55	331.36
31341245001	482412003	684277	BARRAGAN, SERGIO AND LAURA	24560	MORNING GLORY ST	92553-3972	BARRAGAN SERGIO	24560 MORNING GLORY ST	MORENO V	92553	255.29	25.53	50.55	331.36
31598055005	482414005	684277	WILLIAMS, ELIZABETH	24561	MORNING GLORY ST	92553-3973	WILLIAMS ELIZABETH	24561 MORNING GLORY ST	MORENO V	92553	105.29	10.53	20.85	136.66
97030585009	482412005	684277	HERNANDEZ, JESSICA (OWNR)	24592	MORNING GLORY ST	92553-3972	HERNANDEZ ALEJANDRO	24592 MORNING GLORY ST	MORENO V	92553	25.70	2.57	5.09	33.34
31145065003	482412007	684277	MORENO, JESSICA	24626	MORNING GLORY ST	92553-3974	MORENO JESSICA	24626 MORNING GLORY ST	MORENO V	92553	191.29	19.13	37.88	248.28
58098945008	482413018	684277	VALLE, JIM (OWNR)	24674	MORNING GLORY ST	92553-3974	VALLE JIM P	24674 MORNING GLORY ST	MORENO V	92553	446.19	44.62	88.35	579.14
31462965003	482413027	684277	CARDENAS, ALFREDO AND ANA	24675	MORNING GLORY ST	92553-3956	CARDENAS ALFREDO	24675 MORNING GLORY ST	MORENO V	92553	137.29	13.73	27.18	178.20

31472845008	482413019	684277	DELAROSA, JOEL V	24690	MORNING GLORY ST	92553-3974	DALLIN	P O BOX 1226	OAKLAND	94604	255.29	25.53	50.55	331.36
61524745000	474573006	684277	MARROQUIN, INGRID (OWNR)	24683	MORNING MIST DR	92557-3203	RICHCREEK SHAWN E	24683 MORNING MIST DR	MORENO V	92557	61.77	6.18	12.23	80.16
31648095000	474574005	684277	SPENCER, JAN (RENT)	24805	MORNING MIST DR	92557-3204	KNAUS MICHAEL A	24805 MORNING MIST DR	MORENO V	92557	63.63	6.363	12.60	82.58
94064353009	474581002	684277	ROMAN, GINGER (OWNER)	10399	MORNING RIDGE DR	92557-3211	ALVAREZ ALFONSO R	10399 MORNING RIDGE DR	MORENO V	92557	255.29	25.53	50.55	331.36
31112205004	474571003	684277	SCRUGGS, CHARLES	10451	MORNING RIDGE DR	92557-3211	SCRUGGS CHARLES	10451 MORNING RIDGE DR	MORENO V	92557	332.40	33.24	65.82	431.44
96418975005	474571001	684277	GONZALES, ROBERT	10485	MORNING RIDGE DR	92557-3213	GONZALES ROBERT	10485 MORNING RIDGE DR	MORENO V	92557	255.29	25.53	50.55	331.36
96246985008	474563009	684277	BOYKINS, TAUNYA	10628	MORNING RIDGE DR	92557-4205	BOYKINS MICHAEL	10628 MORNING RIDGE DR	MORENO V	92557	308.15	30.82	61.01	399.96
75954265003	474561010	684277	MANN, ALAN	10723	MORNING RIDGE DR	92557-4222	MANN EDNA DEL CORRO	10723 MORNING RIDGE DR	MORENO V	92557	191.66	19.17	37.95	248.76
31209465003	474551002	684277	ASHLEY, WENDY (OWNR)	10809	MORNING RIDGE DR	92557-4201	DEATON WENDE	10809 MORNING RIDGE DR	MORENO V	92557	255.40	25.54	50.57	331.50
31154795002	474551005	684277	JOHNSON, TRACIE	10861	MORNING RIDGE DR	92557-4201	LINGLE JEFFREY	10861 MORNING RIDGE DR	MORENO V	92557	255.29	25.53	50.55	331.36
84889955005	474551009	684277	SHAW, PATRICK AND MARIA (REN	10927	MORNING RIDGE DR	92557-4221	SHAW PATRICK K	10927 MORNING RIDGE DR	MORENO V	92557	110.30	11.03	21.84	143.16
88044735000	475121016	684277	SHONO, SHEILA AND DAVID	11412	MORNING STAR LN	92557-5502	SHONO DAVID K	11412 MORNING STAR LN	MORENO V	92557	255.29	25.53	50.55	331.36
61061315003	475121011	684277	GONZALEZ, CARLOS	11425	MORNING STAR LN	92557-5502	GONZALEZ CARLOS MANUEL	11425 MORNING STAR LN	MORENO V	92557	255.29	25.53	50.55	331.36
75956695008	475121009	684277	NORBY, CHRISTINA	11449	MORNING STAR LN	92557-5502	GONZALES DANNY L	11449 MORNING STAR LN	MORENO V	92557	255.29	25.53	50.55	331.36
31440015009	475121020	684277	FINE, WILLIAM (RENT)	11462	MORNING STAR LN	92557-5502	KWAN DOMINIC	1129 S CALIFORNIA ST	SAN GABR	91776	164.44	16.44	32.56	213.44
95001585002	478322001	684277	BARRIENTOS, BRENDA	14267	MORNINGSIDE DR	92555-6240	ORANTES BRENDA	14267 MORNINGSIDE DR	MORENO V	92555	90.40	9.04	17.90	117.32
90405873009	478321005	684277	WILEY, CRYSTAL	14298	MORNINGSIDE DR	92555-6240	LABAHN CURT	14298 MORNINGSIDE DR	MORENO V	92555	332.64	33.26	65.86	431.76
31105965008	478322038	684277	MARTINEZ, YOLANDA	14331	MORNINGSIDE DR	92555-6241	CARDENAS APOLINAR	14331 MORNINGSIDE DR	MORENO V	92555	255.29	25.53	50.55	331.36
31440185003	486123003	684277	KING, CHRISTINE	15446	MORONGO CT	92551-7074	KING CHRISTINE M	15446 MORONGO CT	MORENO V	92551	326.45	32.65	64.64	423.72
80730505000	486123004	684277	BORUNDA, ADRIAN	15457	MORONGO CT	92551-7074	FALCON MARK	15457 MORONGO CT	MORENO V	92551	255.18	25.518	50.53	331.22
68687485002	473412015	684277	ENG, RICK (OWNR)	27905	MORREY LN	92555-5266	ENG RICK	P O BOX 8117	MORENO V	92552	113.10	11.31	22.39	146.80
31104955003	473412016	684277	LUCAS, VAUGHN	27931	MORREY LN	92555-5266	LUCAS VAUGHN LAMONT	27931 MORREY LN	MORENO V	92555	63.96	6.40	12.66	83.02
95710575000	473241009	684277	SMITH, CASSANDRA	28050	MORREY LN	92555-5242	SMITH DORIS	28050 MORREY LN	MORENO V	92555	403.56	40.36	79.90	523.82
80597805000	473241016	684277	CALLOWAY, DON	28099	MORREY LN	92555-5243	BRAVO LOUIS	28099 MORREY LN	MORENO V	92555	332.40	33.24	65.82	431.44
31225075001	487060003	684277	AHMAD, NAEEM	12051	MORRISON ST	92555-1802	AHMAD GULZAR R	3904 STRATTON DR	RIVERSIDE	92505	255.40	25.54	50.57	331.50
90126803006	487131016	684277	HERNANDEZ, LOURDES	12189	MORRISON ST	92555-1803	HERNANDEZ LOURDES	12189 MORRISON ST	MORENO V	92555	255.40	25.54	50.57	331.50
85673475003	487131010	684277	MARTIN, JORGE AND MARGARET	12285	MORRISON ST	92555-1887	MARTIN JORGE G	12285 MORRISON ST	MORENO V	92555	284.20	28.42	56.27	368.88
96210895003	487180005	684277	MILLION, EDDIE	12360	MORRISON ST	92555-1805	MILLION PATRICIA	12360 MORRISON ST	MORENO V	92555	403.56	40.36	79.90	523.82
96508935002	487112013	684277	HARRIS, ANGELA	12381	MORRISON ST	92555-1806	MENDEZ MONICA	12381 MORRISON ST	MORENO V	92555	255.40	25.54	50.57	331.50
93398353002	487230018	684277	BALDERAS, SHANTEL (RENT)	12620	MORRISON ST	92555-3518	ACEVEDO ANDREA A	12620 MORRISON ST	MORENO V	92555	255.40	25.54	50.57	331.50
76182475006	482481025	684277	RILEY, DEBRA	24096	MOUNT RUSSELL DR	92553-6722	RILEY MICHAEL	24096 MT RUSSELL DR	MORENO V	92553	332.40	33.24	65.82	431.44
31656955002	482481027	684277	RODRIGUEZ, JOSE (OWNR)	24128	MOUNT RUSSELL DR	92553-6724	RODRIGUEZ JOSE	19165 NUTHATCH ST	PERRIS CA	92570	64.65	6.47	12.80	83.90
69479635002	482481031	684277	LIZAHOLA, STEPHENIE (OWNR)	24198	MOUNT RUSSELL DR	92553-6724	DIAZ EDGAR CASTANEDA	24198 MT RUSSELL DR	MORENO V	92553	155.40	15.54	30.77	201.70
92502403000	482482010	684277	QUINTERO, CONNIE	24199	MOUNT RUSSELL DR	92553-6723	QUINTERO JUSTO Q	24199 MT RUSSELL DR	MORENO V	92553	255.29	25.53	50.55	331.36
31183005007	482444006	684277	VACELLI, KIMBERLY (RENT)	24266	MOUNT RUSSELL DR	92553-6759	24266 MT RUSSELL TRUST	6185 MAGNOLIA AVE	RIVERSIDE	92506	187.20	18.72	37.07	242.98
97031425001	482441020	684277	BANUELOS, EMMY AND JESUS (OV	24279	MOUNT RUSSELL DR	92553-6760	BANUELOS JESUS	24279 MT RUSSELL DR	MORENO V	92553	64.51	6.45	12.77	83.72
48508455001	482444005	684277	GARNER, CARL AND JACKIE	24284	MOUNT RUSSELL DR	92553-6759	WILLIAMS ROBERT	24284 MT RUSSELL DR	MORENO V	92553	332.40	33.24	65.82	431.44
31375775007	482441019	684277	GONZALEZ,GREGORIO (RENT)	24301	MOUNT RUSSELL DR	92553-6771	SMULLEN SCOTT E	16309 SORIANO DR	HACIENDA	91745	374.24	37.42	74.10	485.76
60618105005	482444003	684277	ALBA, ROSARIO M	24316	MOUNT RUSSELL DR	92553-6726	US BANK NATL ASSN	1661 WORTHINGTON RD	WEST PALI	33409	167.04	16.70	33.07	216.80
92227555002	482441004	684277	RAYGOSA, FABIAN	24319	MOUNT RUSSELL DR	92553-6725	RAYGOZA FABIAN	24319 MT RUSSEL DR	MORENO V	92553	255.29	25.53	50.55	331.36
72807525002	482444001	684277	HANSEN, RHONDA	24344	MOUNT RUSSELL DR	92553-6726	CLARK ALAN W	24344 MT RUSSEL DR	MORENO V	92553	150.00	15.00	29.70	194.70
31324215003	474130012	684277	DE LA CRUZ, ED & DONNA	25325	MOUNTAIN CLIFF DR	92557-6503	DELACRUZ EDWARD	25325 MOUNTAIN CLIFF DR	MORENO V	92557	183.29	18.33	36.29	237.90
56275785007	474130023	684277	GUTIERREZ, ARTURO	25446	MOUNTAIN CLIFF DR	92557-6504	GUTIERREZ FERMINA	25446 MOUNTAIN CLIFF DR	MORENO V	92557	255.29	25.53	50.55	331.36
70029855005	474702003	684277	GRISWALD, MELISSA	11094	MOUNTAIN CREST DR	92557-5223	WIEBE BARRY	11094 MOUNTAIN CREST DR	MORENO V	92557	255.20	25.52	50.53	331.24
31599695009	260480011	684277	PENLAND, TERI (OWNR)	10471	MOUNTAIN QUAIL CT	92557-2747	MPLC MOVAL 13	4100 NEWPORT PL STE 400	NEWPORT	92660	256.12	25.61	50.71	332.44
31087995002	260480012	684277	BANKS, PRESTON (RENT)	10481	MOUNTAIN QUAIL CT	92557	MPLC MOVAL 13	4100 NEWPORT PL STE 400	NEWPORT	92660	118.97	11.90	23.56	154.42
60803025000	474410010	684277	AGUAYO, LUIS	26340	MOUNTAIN RANCH RD	92555-1734	AGUAYO LUIS E	26340 MOUNTAIN RANCH RD	MORENO V	92555	255.40	25.54	50.57	331.50
60803025005	474352001	684277	MCGEE, CHARRISSE (RENT)	26188	MOUNTAIN RANCH RD	92555-1762	PROPERTY OWNER	#REF!	MORENO V	#REF!	84.16	8.416	16.66	109.22
31100315006	260391008	684277	MERRELL, STEVE	22404	MOUNTAIN VIEW RD	92557-2655	MERRELL STEVEN A	22404 MOUNTAIN VIEW RD	MORENO V	92557	332.16	33.216	65.77	431.14
31370435000	260392005	684277	ALVAREZ, CARMEN AND IGNACIO	22419	MOUNTAIN VIEW RD	92557-2657	ALVAREZ IGNACIO	22419 MOUNTAIN VIEW RD	MORENO V	92557	91.66	9.17	18.15	118.96
31377455000	260391002	684277	GARCIA, RICARDO	22440	MOUNTAIN VIEW RD	92557-2655	DUTTON WILLIAM W	22440 MOUNTAIN VIEW RD	MORENO V	92557	127.15	12.72	25.18	165.04
31363075000	260391001	684277	GRIFFIN, LEONARD	22446	MOUNTAIN VIEW RD	92557-2655	GRIFFIN LEONARD	22446 MOUNTAIN VIEW RD	MORENO V	92557	27.00	2.7	5.35	35.04
90071055001	260401013	684277	SA, AMILO (OWNR)	22464	MOUNTAIN VIEW RD	92557-2655	SA EMILIO A	22464 MOUNTAIN VIEW RD	MORENO V	92557	255.40	25.54	50.57	331.50
66595775008	260402007	684277	GALLARDO, MARY (OWNR)	22483	MOUNTAIN VIEW RD	92557-2657	GALLARDO JOHN F	22483 MOUNTAIN VIEW RD	MORENO V	92557	255.40	25.54	50.57	331.50
94484825001	260402003	684277	MCCHRISTIAN, LEON	22511	MOUNTAIN VIEW RD	92557-2658	MCCHRISTIAN GINETTE A	7758 WOOD RD	RIVERSIDE	92508	255.40	25.54	50.57	331.50
96279855006	260351022	684277	KIM, SU YOUNG	22590	MOUNTAIN VIEW RD	92557-2653	KIM YOUNG OK	22590 MOUNTAIN VIEW RD	MORENO V	92557	183.69	18.37	36.37	238.42
59422155004	260362013	684277	JACKSON, TONY AND CELILIA	22689	MOUNTAIN VIEW RD	92557-2647	TAN GRACE L	22689 MOUNTAIN VIEW RD	MORENO V	92557	255.40	25.54	50.57	331.50
1.01988E+11	260351009	684277	SUAREZ, VERONICA	22730	MOUNTAIN VIEW RD	92557-2649	SUAREZ VERONICA	22730 MOUNTAIN VIEW RD	MORENO V	92557	255.29	25.53	50.55	331.36
83205935004	260351001	684277	IMANA, EDURNE	22810	MOUNTAIN VIEW RD	92557-2629	IMANA EDURNE	8306 WILSHIRE BLV NO 7026	BEVERLY H	90211	255.40	25.54	50.57	331.50
97648543007	260321033	684277	TORRES, RICHARD	22909	MOUNTAIN VIEW RD	92557-2608	TORRES RICHARD M	22909 MOUNTAIN VIEW RD	MORENO V	92557	28.03	2.80	5.55	36.38
31379655004	260191040	684277	GARCIA, NOHEMI	22920	MOUNTAIN VIEW RD	92557-2607	GARCIA JOSE J	22920 MOUNTAIN VIEW RD	MORENO V	92557	63.96	6.40	12.66	83.02
31325095005	260193012	684277	CARRERA, JOE F	22949	MOUNTAIN VIEW RD	92557-2608	CARRERA JOSE F	22949 MOUNTAIN VIEW RD	MORENO V	92557	351.24	35.12	69.55	455.90
92980503007	304290049	684277	DARO, CAROL	14599	MOUNTAIN VISTA	92555-7031	SONG CHANG HO	14599 MOUNTAIN VISTA	MORENO V	92555	246.92	24.69	48.89	320.50
91510585006	478301003	684277	GARCIA, VICTOR (OWNR)	13071	MOZART WAY	92555-6700	GARCIA GUSTAVO	13071 MOZART WAY	MORENO V	92555	332.64	33.26	65.86	431.76
97107495004	478303014	684277	HURTADO DANIEL ROBLES AND VA	13142	MOZART WAY	92555-6728	HURTADO DANIEL ROBLES	13142 MOZART WAY	MORENO V	92555	182.99	18.30	36.23	237.52

31642495009	478303006	684277	ZALDIVAR, SYLVIA	13156	MOZART WAY	92555-6726	ZALDIVAR SYLVIA	13156 MOZART WAY	MORENO V	92555	332.16	33.216	65.77	431.14
31443585003	304041015	684277	COLTON, JAMIE (RENT)	14504	MUIRFIELD ST	92555-6217	SAPIEN SANDEE M	35461 PROVANCE ST	NEWARK (	94560	255.40	25.54	50.57	331.50
31480305004	304041016	684277	ADJIVON, CELSUS	14510	MUIRFIELD ST	92555-6217	ADJIVON CELSUS	14510 MUIRFIELD ST	MORENO V	92555	255.29	25.53	50.55	331.36
93047425001	304041013	684277	STREET, CHRISTA (OWNR)	14517	MUIRFIELD ST	92555-6217	ZHANG CHRISTINE RUI	13210 DART ST	BALDWIN I	91706	154.48	15.45	30.59	200.50
95508933003	304041018	684277	LAIGO, ROZELLE	14534	MUIRFIELD ST	92555-6217	LAIGO RANDOLPH	14534 MUIRFIELD ST	MORENO V	92555	63.96	6.40	12.66	83.02
94170215004	304041008	684277	RODRIGUEZ, MARIO (RENT)	14577	MUIRFIELD ST	92555-6214	RODRIGUEZ MARIO RIVERA	14577 MUIRFIELD ST	MORENO V	92555	128.14	12.81	25.37	166.32
96565105006	304041004	684277	SIQUEIROS, MARCO	14625	MUIRFIELD ST	92555-6214	SIQUEIROS MARCO	14625 MUIRFIELD ST	MORENO V	92555	255.40	25.54	50.57	331.50
97618245001	304042011	684277	MOTON, DEBORAH (OWNR)	14650	MUIRFIELD ST	92555-6213	MOTON KENNETH	14650 MUIRFIELD ST	MORENO V	92555	155.29	15.53	30.75	201.56
31443855006	304041001	684277	LEMUS, CARLOS (RENT)	14661	MUIRFIELD ST	92555-6214	GOODRICH ERIC	28551 EAGLE ST	MORENO V	92555	255.40	25.54	50.57	331.50
86200923000	304042027	684277	KENDRICK, TIFFANY (OWNR)	14685	MUIRFIELD ST	92555-6204	KENDRICK TIFFANY RENEE	14685 MUIRFIELD ST	MORENO V	92555	255.40	25.54	50.57	331.50
73543805003	304042026	684277	LENSS, KEVIN (OWNR)	14697	MUIRFIELD ST	92555-6204	LENSS KEVIN J	14697 MUIRFIELD ST	MORENO V	92555	255.40	25.54	50.57	331.50
31166085005	304042025	684277	STEWART, HARVEY	14709	MUIRFIELD ST	92555-6205	STEWART HARVEY	14709 MUIRFIELD ST	MORENO V	92555	182.99	18.30	36.23	237.52
95830595002	304042023	684277	SCOTT, KENNETH	14733	MUIRFIELD ST	92555-6205	SCOTT KENNETH	14733 MUIRFIELD ST	MORENO V	92555	255.29	25.53	50.55	331.36
98295505014	487191017	684277	MACK, YVETTE (OWNR)	12542	MULBERRY LN	92555-2231	MACK YVETTE Y	12542 MULBERRY LN	MORENO V	92555	255.40	25.54	50.57	331.50
94964205002	487191016	684277	CASTRO, JESUS	12556	MULBERRY LN	92555-2231	CASTRO JESUS	12556 MULBERRY LN	MORENO V	92555	255.29	25.53	50.55	331.36
96287965006	487193002	684277	CANETE, JASON	12571	MULBERRY LN	92555-2232	CANETE JASON JAMES	12571 MULBERRY LN	MORENO V	92553	255.40	25.54	50.57	331.50
75325675000	487193006	684277	NAVARRO, HENRY AND LYDIA	12627	MULBERRY LN	92555-2220	NAVARRO HENRY E	12627 MULBERRY LN	MORENO V	92553	255.40	25.54	50.57	331.50
70814825007	487193007	684277	VAZQUEZ, DAMIAN (OWNR)	12641	MULBERRY LN	92555-2220	VAZQUEZ DAMIAN	12641 MULBERRY LN	MORENO V	92553	255.40	25.54	50.57	331.50
92954155005	487192012	684277	TIPPENS, CHARLENE	12682	MULBERRY LN	92555-2219	TANG HSU RUEI	3228 RICHELE CT	CHINO HIL	91709	153.39	15.34	30.37	199.10
31049655003	482311007	684277	FORTE, MICHON (RENT)	24410	MURAL CT	92553-3507	GAFAR DINAR	24410 MURAL CT	MORENO V	92553	262.49	26.25	51.97	340.7
73137315007	482311014	684277	GARCIA, GUILLERMO	24461	MURAL CT	92553-3507	LOPEZ HECTOR	24461 MURAL CT	MORENO V	92553	255.29	25.53	50.55	331.36
31594685002	482311012	684277	PENA, MANUEL AND ALEJANDRIN	24476	MURAL CT	92553-3507	PENA MANUEL A	24476 MURAL CT	MORENO V	92553	255.29	25.53	50.55	331.36
96253055009	308401019	684277	REAGOR, LIONEL (RENT)	26225	MUSTANG CT	92555-3319	BHUPATHY VELLORE R	26225 MUSTANG CT	MORENO V	92555	584.74	58.47	115.78	758.98
31469585008	308401023	684277	ROMERO, MOISES	26254	MUSTANG CT	92555-3319	CHRISTIAN VIGILANCE CHURCH INC	26254 MUSTANG CT	MORENO V	92555	68.14	6.814	13.49	88.44
31276585007	481260015	684277	GUERRERO, MAYELA (RENT) APTS	24136	MYERS AVE	92553-2846	KEITH FRED DONALD	1857 MAUNALOA PL	NORCO CA	92860	226.19	22.619	44.79	293.58
96656635002	481270012	684277	GORROCINO, GRACIELA	24137	MYERS AVE	92553-3124	QUEZADA YVONNE M	24137 MYERS AVE	MORENO V	92553	185.29	18.529	36.69	240.5
94308255001	481270013	684277	FLORES, SHERRIE (RENT)	24163	MYERS AVE	92553-3124	KEITH FRED D	1857 MAUNA LOA PL	NORCO CA	92860	170.97	17.10	33.85	221.9
97094065004	481240034	684277	DASILVA, DAVID (OWNR)	24320	MYERS AVE	92553-2845	DASILVA GERALD L	717 MARIGOLD AVE	CORONA D	92625	332.64	33.26	65.86	431.76
65822835005	481240030	684277	CARLOS, ISMAEL AND LORENA	24360	MYERS AVE	92553-2845	CARLOS ISMAEL	24360 MYERS AVE	MORENO V	92553	1,275.68	127.57	252.58	1655.82
31514465006	481250039	684277	KING-STONE RECOVERY	24419	MYERS AVE	92553-3191	KINGSTON JAMES M	417 CANOE COVE DR	DIAMOND	91765	167.28	16.73	33.12	217.12
92968665008	481250012	684277	DINEFF, MARK	24421	MYERS AVE	92553-3191	DINEFF MARK L	24421 MYERS AVE	MORENO V	92553	255.29	25.53	50.55	331.36
65989725005	481240024	684277	ALARCON, LEOBARDO AND REFUG	24480	MYERS AVE	92553-3128	ALARCON LEOBARDO	24480 MYERS AVE	MORENO V	92553	255.29	25.53	50.55	331.36
73055965004	481250016	684277	BENNETT WARNEST APTS	24483	MYERS AVE	92553-3191	BENNETT WARNEST	24487 MYERS AVE	MORENO V	92553	510.58	51.06	101.09	662.72
65742825007	481230012	684277	REYES, MICHAEL	24637	MYERS AVE	92553-3731	REYES MICHAEL A	24637 MYERS AVE	MORENO V	92553	255.29	25.53	50.55	331.36
89076593000	481230038	684277	ALVADARO, MANUEL	24661	MYERS AVE	92553-3731	ALVARADO DELMY	24661 MYERS AVE	MORENO V	92553	47.81	4.781	9.47	62.04
52693485008	481223022	684277	GRACIAN, MARCO	24662	MYERS AVE	92553-9327	GRACIAN MARCO	24662 MYERS AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31354825002	481210014	684277	GARCIA, ROBERTO	24975	MYERS AVE	92553-9332	GARCIA ROBERTO	24975 MYERS AVE	MORENO V	92553	332.40	33.24	65.82	431.44
31354825007	481290006	684277	LEANOS, LISETTE (OWNR)	24537	MYERS AVE	92553-3724	LEANOS, LISETTE	#REF!	#REF!	#REF!	255.40	25.54	50.57	331.5
31110315005	482161017	684277	MELVIN, FELICIA	24730	MYRNA ST	92553-3852	JOHNSON EDDIE	24730 MYRNA ST	MORENO V	92553	332.40	33.24	65.82	431.44
31090945007	292132012	684277	DERRATT, MARLENA (RENT)	23653	MYSTIC CT	92553-5616	ELLIOTT SANDRA	23653 MYSTIC CT	MORENO V	92553	255.40	25.54	50.57	331.50
31145215002	292132006	684277	SANKA, ANN	23662	MYSTIC CT	92553-5616	PALMA ROBERT	23662 MYSTIC CT	MORENO V	92553	191.69	19.17	37.95	248.80
31243085002	292132011	684277	CASTILLO, VIVIAN	23663	MYSTIC CT	92553-5616	GUTIERREZ RICHARD D	23663 MYSTIC CT	MORENO V	92553	255.29	25.53	50.55	331.36
85827645000	485194021	684277	WONZO, MICHAEL	15613	NADIA ST	92551-6919	THIGPEN PAMELA	15613 NADIA ST	MORENO V	92551	255.40	25.54	50.57	331.50
93414023007	485194019	684277	ZAMBRANO, MARIA (RENT)	15635	NADIA ST	92551-6919	HUA THO VINH	7959 NOBLE AVE	PANORAM	91402	232.33	23.23	46.00	301.56
95680855006	312081035	684277	MORALES, ANTHONY AND GUADA	15675	NADIA ST	92551-6919	KNIGHT YONIE MARIE	P O BOX 5452	NORCO CA	92860	255.40	25.54	50.57	331.50
82830375003	485194015	684277	GARCIA, CARY (OWNR)	15675	NADIA ST	92551-6919	SIMENTAL ANAID	15675 NADIA ST	MORENO V	92551	63.96	6.40	12.66	83.02
31076745008	485194012	684277	ANDERSON, JOHN	15703	NADIA ST	92551-6915	ANDERSON JOHN	15703 NADIA ST	MORENO V	92551	255.40	25.54	50.57	331.50
93200315009	296174003	684277	WRIGHT REALTOR GROUP	13530	NAGAI DR	92553-3443	MORENO GUILLERMO	545 N BROADWAY	BLYTHE CA	92225	191.77	19.18	37.97	248.90
31410385004	296174006	684277	GALVAN , DANIEL (RENT)	13584	NAGAI DR	92553-3443	HOME EXPO FINANCIAL INC	P O BOX 9818	MORENO V	92552	215.16	21.52	42.60	279.26
88355465006	486203010	684277	AGUIRRE, BEVERLY (RENT)	15761	NAN AVE	92551-4658	RAMOS GABRIEL	23800 WINTERGLEN CIR	MORENO V	92557	202.70	20.27	40.13	263.10
98292585014	486203013	684277	TORRES, RENEE (RENT)	15791	NAN AVE	92551-4658	RAY DANETRA E	15791 NAN AVE	MORENO V	92551	255.40	25.54	50.57	331.50
93073955005	486203015	684277	QUEZADA, MARTHA	15811	NAN AVE	92551-4657	QUEZADA MARTHA	15811 NAN AVE	MORENO V	92551	361.60	36.16	71.60	469.34
31066715005	486203017	684277	CLARKE, MARY (OWNR)	15831	NAN AVE	92551-4657	MATA JOHN	15831 NAN AVE	MORENO V	92551	255.40	25.54	50.57	331.50
31350785008	486204008	684277	RODRIGUEZ, LIDIA (RENT)	15852	NAN AVE	92551-4657	LICON JAIME	15852 NAN AVE	MORENO V	92551	255.40	25.54	50.57	331.50
97119395000	316200034	684277	MALCOM, MIKE	24710	NANDINA AVE	92551-9503	FIRST INDUSTRIAL	898 N SEPULVEDA BL NO 750	EL SEGUND	90246	332.40	33.24	65.82	431.44
94146595004	296253016	684277	BEST, DEVIN (RENT)	23757	NANWOOD DR	92553-1717	BHATHENA SORAB MINOCHER	23757 NANWOOD DR	MORENO V	92553	246.37	24.64	48.78	319.78
95099245008	296253021	684277	FELIX, ROSALIO	23795	NANWOOD DR	92553-1717	FELIX NORMA ROSA	23795 NANWOOD DR	MORENO V	92553	255.29	25.53	50.55	331.36
56194135007	296253010	684277	MOORE, JUSTINA (RENT)	23796	NANWOOD DR	92553-1719	ROWSHAN HAMID	23796 NANWOOD DR	MORENO V	92553	139.03	13.90	27.53	180.46
97956623007	296253028	684277	ORCOYNE-YORIO, MARIA	23841	NANWOOD DR	92553-3449	YORIO MARIA ORCOYEN	12623 STILLMAN ST	LAKEWOOI	90715	255.29	25.53	50.55	331.36
97168965007	487381021	684277	SEVIRE, SANDRA AND JAMES	13020	NAPA VALLEY CT	92555-2455	SEVIRE JAMES	13020 NAPA VALLEY CT	MORENO V	92555	205.29	20.53	40.65	266.46
51656625007	487380031	684277	GIRGGS, MELISSA (RENT)	13124	NAPA VALLEY CT	92555-2458	EDWARDS KENNETH K	13124 NAPA VALLEY CT	MORENO V	92555	255.40	25.54	50.57	331.50
91341903009	487381034	684277	TREBUS, JULIE	13131	NAPA VALLEY CT	92555-2457	TREBUS JULIE ANN	13131 NAPA VALLEY CT	MORENO V	92555	255.29	25.53	50.55	331.36
31651725002	264373004	684277	VALDEZ, JOSE	22098	NAPLES DR	92557-5903	VALDEZ JOSE LUIS	22098 NAPLES DR	MORENO V	92557	255.29	25.53	50.55	331.36
98883693007	264381017	684277	RUGLEY, DOROTHY	22146	NAPLES DR	92557-5905	RUGLEY BRIAN	4329 7TH AVE	LOS ANGEI	90008	332.64	33.26	65.86	431.76
95301315003	264382003	684277	COOK, DAN	22181	NAPLES DR	92557-5907	BARBICK DANIEL RICHARD COOK	22181 NAPLES DR	MORENO V	92557	134.31	13.43	26.59	174.32

60143185007	264381014	684277	SOLCHASA, JOSE	22182	NAPLES DR	92557-5908	SOLCHAGA JOSE	22182 NAPLES DR	MORENO V	92557	458.09	45.81	90.70	594.6
95355965002	264382004	684277	ABUFARHA, JIHADS	22191	NAPLES DR	92557-5907	ABUFARHA JIHAD	22191 NAPLES DR	MORENO V	92557	255.29	25.53	50.55	331.36
91347045007	264382006	684277	DAVIS, DONTE	22217	NAPLES DR	92557-5907	DAVIS DONTE	22217 NAPLES DR	MORENO V	92557	255.29	25.53	50.55	331.36
97689725003	264382007	684277	DEL RIO, VERONICA	22229	NAPLES DR	92557-5909	DELRIO VERONICA	22229 NAPLES DR	MORENO V	92557	255.29	25.53	50.55	331.36
89405483004	264382014	684277	ROCHA, LETICIA	22309	NAPLES DR	92557-5912	ROCHA LETICIA A	22309 NAPLES DR	MORENO V	92557	255.40	25.54	50.57	331.50
67725035006	264382016	684277	DAVIS, RICARDO	22339	NAPLES DR	92557-5912	DAVIS RICARDO R	22339 NAPLES DR	MORENO V	92557	255.29	25.53	50.55	331.36
88496625005	264412003	684277	BUTORAC, MICHAEL	22500	NARANJA ST	92557-5930	BUTORAC MICHAEL P	22500 NARANJA ST	MORENO V	92557	64.40	6.44	12.75	83.58
89340243004	264412005	684277	WILLIAMS, JEFFREY (OWNR)	22532	NARANJA ST	92557-5933	BOYCE LILLIETH G	22532 NARANJA ST	MORENO V	92557	255.40	25.54	50.57	331.50
31539895003	264412009	684277	STEPHENSON, LEROY	22580	NARANJA ST	92557-5933	STEPHENSON LEROY R	22580 NARANJA ST	MORENO V	92557	255.29	25.53	50.55	331.36
71795955009	260331013	684277	PRATHER, JEFFREY (OWNR)	23638	NARCISSUS CIR	92557-2816	PRATHER JEFFREY	1642 LANCE	TUSTIN CA	92780	255.40	25.54	50.57	331.50
31556395002	474731019	684277	FORFA, MICHAEL (OWNR)	11670	NAVEL AVE	92557-6627	FORFA MICHAEL P	11670 NAVEL AVE	MORENO V	92557	191.77	19.18	37.97	248.90
58492905001	487400042	684277	SMITH, JAMIE (RENT)	13340	NELS CIR	92555-6829	ECHEVARRIA JOSE RAUL	24407 BARLEY RD	MORENO V	92557	295.05	29.505	58.42	382.96
69397025004	296272002	684277	SYTHOFF, RON	23529	NEW ENGLAND DR	92553-6023	SYTHOFF RONALD C	23529 NEW ENGLAND DR	MORENO V	92553	93.96	9.40	18.60	121.96
53260265001	296272015	684277	BOWEN, DEBORAH (OWNR)	23705	NEW ENGLAND DR	92553-6065	BOWEN DEBORAH	23705 NEW ENGLAND DR	MORENO V	92553	152.93	15.29	30.28	198.50
53245245007	296272016	684277	BERNESTINE, KAREN AND ARTHUF	23719	NEW ENGLAND DR	92553-6065	BERNESTINE ARTHUR V	23719 NEW ENGLAND DR	MORENO V	92553	332.40	33.24	65.82	431.44
89055663009	296272017	684277	BELASO, REMY (OWNR)	23733	NEW ENGLAND DR	92553-6065	BELUSO REMY	P O BOX 1544	MORENO V	92556	188.00	18.80	37.22	244.02
97588163004	296231013	684277	RIVERA, LETICIA (RENT)	13533	NEW HAVEN DR	92553-3408	LEE MICHAEL HAO HUA	13533 NEW HAVEN DR	MORENO V	92553	85.79	8.579	16.99	111.34
31630115004	296231007	684277	VERRUM, YESENIA	13551	NEW HAVEN DR	92553-3408	MARTINEZ FRANCISCO J	13551 NEW HAVEN DR	MORENO V	92553	55.40	5.54	10.97	71.90
93983465008	296241018	684277	PULIDO, AURORA	13631	NEW HAVEN DR	92553-3410	PULIDO ROGELIO	13631 NEW HAVEN DR	MORENO V	92553	255.29	25.53	50.55	331.36
97130945002	296241014	684277	GUTIERREZ, ERICKA (RENT)	13675	NEW HAVEN DR	92553-3410	GARCIA RUBEN	13675 NEW HAVEN DR	MORENO V	92553	255.40	25.54	50.57	331.50
31299585009	296241008	684277	DENSTITT, ROSHAWNA	13731	NEW HAVEN DR	92553-3481	DENSTITT BRANDEN	13731 NEW HAVEN DR	MORENO V	92553	255.18	25.518	50.53	331.22
31446515001	316030006	684277	NEWLIGHT MISSIONARY BAPTIST	16100	NEW LIGHT WAY	92551-7211	NEW LIGHT MISSIONARY BAPTIST CHUF	16100 NEW LIGHT WAY	MORENO V	92551	255.29	25.53	50.55	331.36
71014525006	304482013	684277	BROOKS, SANDRA	14578	NEWBURGH RD	92555-5742	LOPEZ MIGUEL A CERVANTES	14578 NEWBURGH RD	MORENO V	92555	284.20	28.42	56.27	368.88
31471345005	304482014	684277	GONZALEZ, KATHY & SALVADOR	14590	NEWBURGH RD	92555-5742	SOMCIO NORM	26826 CLAYSTONE DR	MORENO V	92555	332.64	33.26	65.86	431.76
31457125000	316063016	684277	CATLEDGE, PAUL	24844	NEWGARDEN ST	92551-7421	CATLEDGE PAUL L	24844 NEW GARDEN ST	MORENO V	92553	255.29	25.53	50.55	331.36
31246735009	316061022	684277	ESTRELLA, ROBERT	24865	NEWGARDEN ST	92551-7424	ESTRELLA DARLINE C	24865 NEWGARDEN ST	MORENO V	92551	186.13	18.61	36.85	241.58
31613305000	485042001	684277	RIOS, LEODORA	24282	NICOLE CT	92551-7668	PACHECO CARMELO	24282 NICOLE CT	MORENO V	92551	409.14	40.914	81.01	531.06
31108005004	485042003	684277	AMAYA, HERIBERTO	24302	NICOLE CT	92551-3626	AMAYA HERIBERTO	24302 NICOLE CT	MORENO V	92551	131.04	13.10	25.95	170.08
96025255009	485042019	684277	GUEVARA, ALICIA (RENT)	24333	NICOLE CT	92551-3627	NEGRETE RUBEN	24333 NICOLE CT	MORENO V	92551	255.40	25.54	50.57	331.50
97598245007	485042007	684277	ARMIJO, VANESSA M	24342	NICOLE CT	92551-3626	ZEPEDA FIDEL	22579 SOUTH WALK ST	MORENO V	92553	385.44	38.54	76.32	500.3
87853585006	485042017	684277	LANDEROS, VIOLET	24353	NICOLE CT	92551-3627	TOLSON WILLIAM ANDREW	17950 LASSEN ST NO 318	NORTHRID	91325	245.98	24.60	48.70	319.28
77299455001	485042013	684277	LOFTON, JAMES	24393	NICOLE CT	92551-3627	BANKS MICHAEL H	24801 PLUMTREE CT	MORENO V	92557	255.29	25.53	50.55	331.36
98229815018	473352002	684277	SARMIENTO, JESUS (OWNR)	11030	NIGHT SHADOW DR	92555-6579	SARMIENTO STEPHANIE L	11030 NIGHT SHADOW DR	MORENO V	92555	103.33	10.333	20.46	134.12
96289945007	487191021	684277	SUAREZ, DARLENE	12502	NINEBARK ST	92555-2221	SUAREZ JUAN P	12502 NINEBARK ST	MORENO V	92555	255.40	25.54	50.57	331.50
91126975009	479413006	684277	STINSON, RUBY	12555	NINEBARK ST	92553-4778	JOHNSON DEIDRA ANN	12555 NINEBARK ST	MORENO V	92553	255.29	25.53	50.55	331.36
91903855006	479413007	684277	DELT, DAVID	12565	NINEBARK ST	92553-4778	DELT MAKEY DAVID A	12565 NINEBARK ST	MORENO V	92553	332.40	33.24	65.82	431.44
95743985005	479413009	684277	ARVIZU, JOSE F	12583	NINEBARK ST	92553-4778	ARVIZU CZARINA	12583 NINEBARK ST	MORENO V	92553	332.16	33.216	65.77	431.14
31458665004	479412020	684277	MENDOZA, PHI (RENT)	12610	NINEBARK ST	92553-4781	DOAN TRI DUC	13671 YOCKEY ST	GARDEN G	92844	133.10	13.31	26.35	172.76
94527485008	479413014	684277	BRIGHT, JOHNNY (OWNR)	12631	NINEBARK ST	92553-4779	BRIGHT JOHNNY C	12631 NINEBARK ST	MORENO V	92553	164.40	16.44	32.55	213.38
96059415005	479412018	684277	CATOLIATO, CATHERINE AND OSC	12632	NINEBARK ST	92553-4781	CHEN MICHELLE LYNN	1569 HIGHBLUFF DR	DIAMOND	91765	33.51	3.351	6.63	43.48
70188055007	479413017	684277	ORTON BURGESS	12657	NINEBARK ST	92553-4779	BURGESS ORTON LYDELL	12657 NINEBARK ST	MORENO V	92553	474.72	47.47	93.99	616.18
70906325006	479413018	684277	JOHNSON, SAMUEL AND BERNICE	12665	NINEBARK ST	92553-4779	JOHNSON BERNICE	12665 NINEBARK ST	MORENO V	92553	332.40	33.24	65.82	431.44
96979685007	479413020	684277	PATTERSON, KELLEE AND GLEN (O	12683	NINEBARK ST	92553-1209	PATTERSON GLEN GORDON	12683 NINEBARK ST	MORENO V	92553	205.40	20.54	40.67	266.6
93721715000	479413027	684277	ORTIZ, SYLVIA A	12747	NINEBARK ST	92553-4780	LADDAGA OSCAR RICHARD	3848 SAN LORENZO RIVER RD	ONTARIO,	91761	255.29	25.53	50.55	331.36
94448125003	479542020	684277	MUTH, SOKHA (RENT)	12779	NINEBARK ST	92553-1210	12779 NINEBARK STREET TRUST	420 MCKINLEY ST NO 111	CORONA C	92879	82.68	8.268	16.37	107.3
95470205009	479552021	684277	ZAMORA, JOHN	12923	NINEBARK ST	92553-1211	ZAMORA JOHN M	12923 NINEBARK ST	MORENO V	92553	255.29	25.53	50.55	331.36
95480835006	479552017	684277	MOTLEY, SHARI	12971	NINEBARK ST	92553-1211	MOTLEY SHARI L	12971 NINEBARK ST	MORENO V	92553	255.29	25.53	50.55	331.36
72398825009	479562017	684277	EQUIHAUA-ORTIZ, AGUSTIN	13061	NINEBARK ST	92553-6836	ORTIZ AGUSTIN EQUIHUA	13061 NINEBARK ST	MORENO V	92553	255.29	25.53	50.55	331.36
74098935000	479573031	684277	GONZALEZ, MARIO AND BLANCA	13130	NINEBARK ST	92553-6832	GONZALEZ MARIO	13130 NINEBARK ST	MORENO V	92553	332.40	33.24	65.82	431.44
31076495000	479571012	684277	RELIFORD, GREGORY	13133	NINEBARK ST	92553-6837	RELIFORD PAMELA	13133 NINEBARK ST	MORENO V	92553	332.40	33.24	65.82	431.44
86102075006	479573030	684277	HARRISON, CELIA (RENT)	13140	NINEBARK ST	92553-6832	LEW ROBERT K	3612 NORWICH PL	ROWLAND	91848	125.12	12.51	24.77	162.40
48688485005	479571015	684277	TUDUGALLA, ANO	13169	NINEBARK ST	92553-6838	TUDUGALLA SALILYA AJITHA	13169 NINEBARK ST	MORENO V	92553	332.40	33.24	65.82	431.44
31517905007	479572014	684277	ECHENIQUE, SILVANA	13186	NINEBARK ST	92553-6833	ECHENIQUE SILVANA	13186 NINEBARK ST	MORENO V	92553	255.29	25.53	50.55	331.36
31564815008	479571018	684277	MEDINA, ROBERT M	13217	NINEBARK ST	92553-0801	MEDINA ROBERTO	13217 NINEBARK ST	MORENO V	92553	232.40	23.24	46.02	301.64
31449865001	479571020	684277	DAVIDSON, LESLIE (RENT)	13247	NINEBARK ST	92553-0801	LEW ROBERT K	3612 NORWICH PL	ROWLAND	91848	179.04	17.90	35.45	232.38
31625035001	479643002	684277	GARCIA, MOISES	13346	NINEBARK ST	92553-6835	GARCIA MOISES	13346 NINEBARK ST	MORENO V	92553	255.40	25.54	50.57	331.50
83840985003	479591003	684277	TORREZ, ALICIA	13405	NINEBARK ST	92553-6855	NAVARRO RENE J TORRES	13405 NINEBARK ST	MORENO V	92553	361.31	36.13	71.54	468.98
89974033004	479591006	684277	VALENZUELA, ERNESTO (OWNR)	13447	NINEBARK ST	92553-6855	VALENZUELA ERNESTO	13447 NINEBARK ST	MORENO V	92553	255.40	25.54	50.57	331.50
81175295001	479591008	684277	HUGHES, LARRY (OWNR)	13475	NINEBARK ST	92553-6855	HUGHES LARRY C	13475 NINEBARK ST	MORENO V	92553	117.34	11.734	23.23	152.3
31275815001	479597002	684277	NEWTON, CAROLYN	13513	NINEBARK ST	92553-4852	NEWTON CAROLYN	13513 NINEBARK ST	MORENO V	92553	332.40	33.24	65.82	431.44
81804135000	479597008	684277	ROSENBROOK, ANN (OWNR)	13585	NINEBARK ST	92553-4852	ROSENBROOK MARK W	13585 NINEBARK ST	MORENO V	92553	255.29	25.53	50.55	331.36
81804135005	479542018	684277	GALINDO, CHRISTINA (RENT)	12803	NINEBARK ST	92553-4704	WILLOUGHBY, LYN	#REF!	MORENO V	#REF!	66.99	6.699	13.26	86.94
31297255002	486201001	684277	RODRIGUEZ, DANIEL AND VANNEY	15759	NINYA AVE	92551-4689	RODRIGUEZ DANIEL	15759 NINYA AVE	MORENO V	92551	255.40	25.54	50.57	331.50
89572373004	486201003	684277	PHILLIPS, GLYNI	15775	NINYA AVE	92551-4689	FRIZZELL WILLIAM D	6208 APPIAN WAY	RIVERSIDE	92506	116.98	11.698	23.16	151.84
92755965006	486202006	684277	TREJO EMMA	15808	NINYA AVE	92551-4685	TREJO SERAFIN Z	15808 NINYA AVE	MORENO V	92551	255.29	25.53	50.55	331.36

31353265001	486202005	684277	MOORE, LISA	15820	NINYA AVE	92551-4685	MOORE CLARENCE	15820 NINYA AVE	MORENO V	92551	255.29	25.53	50.55	331.36
65632695007	486202004	684277	LOPEZ, BEVERLY (RENT)	15830	NINYA AVE	92551-4685	LEW CONNIE K	5115 WILSHIRE BLV NO 507	LOS ANGEL	90036	255.40	25.54	50.57	331.50
60556675007	486202003	684277	MAY, GREENWOOD T AND JUDY G	15838	NINYA AVE	92551-4685	MAY GREENWOOD T	15838 NINYA AVE	MORENO V	92551	255.29	25.53	50.55	331.36
86441773001	486211002	684277	MCALPIN, ROCHELLE	15847	NINYA AVE	92551-4686	MCALPIN ROCHELLE	15847 NINYA AVE	MORENO V	92551	255.29	25.53	50.55	331.36
31308265005	486211003	684277	MEZA, ALEJANDRO	15855	NINYA AVE	92551-4683	MEZA ALEJANDRO	15855 NINYA AVE	MORENO V	92551	255.29	25.53	50.55	331.36
31076445001	486202001	684277	MORRISON, KENNETH	15856	NINYA AVE	92551-4684	MORRISON KENNETH W	15856 NINYA AVE	MORENO V	92551	284.20	28.42	56.27	368.88
96604075009	486211007	684277	BUCHANAN, JOSHUA (RENT)	15887	NINYA AVE	92551-4683	BUCHANAN MICHAEL L	15887 NINYA AVE	MORENO V	92551	255.29	25.53	50.55	331.36
31598875003	486211008	684277	SANCHEZ, ENRIQUE	15895	NINYA AVE	92551-4683	CABRERA TERESA	18754 ALTARIO ST	LA PUENTE	91744	255.40	25.54	50.57	331.50
97097415004	486211011	684277	MERCADO, SUSAN (OWNR)	15919	NINYA AVE	92551-4617	MERCADO SUSAN C	15919 NINYA AVE	MORENO V	92551	255.29	25.53	50.55	331.36
96786455004	486211013	684277	BARNES, DEVIN (RENT)	15935	NINYA AVE	92551-4617	AGUILAR GERARDO	15935 NINYA AVE	MORENO V	92551	255.40	25.54	50.57	331.50
31097595005	486212006	684277	BENZOR, JOANNE	15942	NINYA AVE	92551-4613	BENZOR CLARA L	23692 LEMON AVE	PERRIS CA	92570	255.40	25.54	50.57	331.50
83292405009	486212004	684277	SAWYER, CHANTEL	15960	NINYA AVE	92551-4613	SAWYER CYNTHIA A	15960 NINYA AVE	MORENO V	92551	409.88	40.99	81.16	532.02
92601773002	486212001	684277	COLLINS, TANYA	15984	NINYA AVE	92551-4611	HERNANDEZ RUTHIE M	15984 NINYA AVE	MORENO V	92551	284.20	28.42	56.27	368.88
92601773007	486212005	684277	HOPKINS, SHERRICE (RENT)	15952	NINYA AVE	92551-4613	NIZAMI MOBIN	#REF!	#REF!	#REF!	139.36	13.936	27.59	180.88
96094115005	312042032	684277	ROBLES, DANNY AND EUNICE	16025	NIPPET LN	92551-9260	CAMARGO JOEL	36557 OAK MEADOWS PL	MURRIETA	92562	255.40	25.54	50.57	331.50
91492675008	312042027	684277	ALTHEIDE, MATTHEW	16095	NIPPET LN	92551-1112	ALTHEIDE MATTHEW	16095 NIPPET LN	MORENO V	92551	135.29	13.53	26.79	175.60
91516773003	312042022	684277	GUTIERREZ, CYNTHIA (RENT)	16165	NIPPET LN	92551-9264	GUTIERREZ LETTY	16165 NIPPET LN	MORENO V	92551	255.40	25.54	50.57	331.50
64275685008	312041026	684277	ESCOBAR, SAUL	16202	NIPPET LN	92551-1114	ESCOBAR SAUL	16202 NIPPET LN	MORENO V	92551	255.18	25.518	50.53	331.22
91560833009	481031015	684277	MONTES, DAVID (OWNR)	12020	NITA DR	92557-7210	MONTES DAVID	12020 NITA DR	MORENO V	92557	128.14	12.81	25.37	166.32
60187925009	481033012	684277	SANCHEZ, CARLOS	12021	NITA DR	92557-7211	HOLGUIN ANDRES	12021 NITA DR	MORENO V	92557	191.77	19.18	37.97	248.90
66068135001	481033011	684277	STEWART, SHANNON	12031	NITA DR	92557-7211	MONZON REINERIO A	5842 E PINYON PINE DR	ORANGE C	92869	260.89	26.09	51.66	338.62
91526145005	481033010	684277	ROBLES, JOHNATHAN	12041	NITA DR	92557-7211	ROBLES JONATHAN	12041 NITA DR	MORENO V	92557	255.18	25.518	50.53	331.22
31424565007	481033006	684277	CASTANEDA, EDITH	12083	NITA DR	92557-7211	CASTANEDA PLACIDO	12083 NITA DR	MORENO V	92557	117.29	11.73	23.22	152.24
31321205001	481043010	684277	CASTANEDA, SOLEDAD	12149	NITA DR	92557-7213	CASTANEDA SOLEDAD	12149 NITA DR	MORENO V	92557	255.29	25.53	50.55	331.36
31268715007	481041018	684277	ZAMORA, JUAN (OWNR)	12166	NITA DR	92557-7212	ZAMORA JUAN I	12166 NITA DR	MORENO V	92557	61.40	6.14	12.16	79.68
31126095007	481043005	684277	MARTIN, CHARLES	12197	NITA DR	92557-7213	HOME EXPO FINANCIAL INC	P O BOX 9818	MORENO V	92552	255.40	25.54	50.57	331.50
62092685009	481041026	684277	LEYVA, BRENDA	12248	NITA DR	92557-7212	LAWRENCE JAMES E	P O BOX 390792	ANZA CA	92539	255.29	25.53	50.55	331.36
31596925007	474453001	684277	SMITH, ELNORA	10864	NOBLEWOOD RD	92557-4033	SMITH ELNORA	10864 NOBLEWOOD RD	MORENO V	92557	255.29	25.53	50.55	331.36
62671215009	482594005	684277	JACKSON, SHANILTON (RENT)	24833	NOGAL ST	92553-5845	KWAN DOMINIC	1129 S CALIFORNIA ST	SAN GABR	91776	117.75	11.775	23.31	152.82
87779745000	482592014	684277	GRIFFIN, ANDREA	24910	NOGAL ST	92553-5829	LY THANH	8472 20TH PL	WESTMINS	92683	304.87	30.49	60.36	395.72
94432075007	291172004	684277	NORIEGA, OLGA	13838	NOLZE PL	92553-8235	NORIEGA ADOLFO	13838 NOLZE PL	MORENO V	92553	155.29	15.53	30.75	201.56
60261865004	304110023	684277	ESTRADA, CHERLY	14888	NORFOLK CIR	92555-7064	ESTRADA FERNANDO	14888 NORFOLK CIR	MORENO V	92555	125.54	12.55	24.86	162.94
31488715001	304110021	684277	THOMPSON-MOORE, MARY (REN	14908	NORFOLK CIR	92555-7064	CHUONG VAN	15573 LUJON ST	HACIENDA	91745	85.24	8.52	16.88	110.64
95320445006	486151026	684277	RICKER, THOMAS AND MAYRA (RE	15398	NORMANDO CT	92551-7068	STOVER FREDERICK	P O BOX 428	COLTON C	92324	179.65	17.965	35.57	233.18
97162115009	316122016	684277	GRANADOS, EVANGELINA	24598	NORTHERN DANCER DR	92551-7461	GRANADOS MARK	24598 NORTHERN DANCER DR	MORENO V	92551	332.16	33.216	65.77	431.14
96603505001	316122011	684277	WILLIAMS, SHAWNDRA AND JASO	24627	NORTHERN DANCER DR	92551-7412	WILLIAMS SHAWNDRA O	24627 NORTHERN DANCER DR	MORENO V	92551	332.64	33.26	65.86	431.76
88969663002	316132012	684277	JAUREGUI, MONICA	24867	NORTHERN DANCER DR	92551-7401	CISNEROS FIDEL MUNOZ	24867 NORTHERN DANCER DR	MORENO V	92551	299.82	29.98	59.36	389.16
61457165004	316132011	684277	CORTEZ, JOSE AND PATRICIA	24879	NORTHERN DANCER DR	92551-7401	CORTEZ JOSE	10049 CARTAGENA DR	MORENO V	92557	255.40	25.54	50.57	331.50
31177345008	316132010	684277	WASHINGTON, THOMAS	24891	NORTHERN DANCER DR	92551-7401	WASHINGTON THOMAS C	24891 NORTHERN DANCER DR	MORENO V	92551	293.50	29.35	58.11	380.96
97570615008	316132003	684277	CARDENAS, JESUS AND MONICA B	24975	NORTHERN DANCER DR	92551-7402	CARDENAS JESUS	24975 NORTHERN DANCER DR	MORENO V	92551	255.29	25.53	50.55	331.36
60149575002	316133030	684277	BRAVO, LIZETTE (RENT)	24986	NORTHERN DANCER DR	92551-7403	BARONA DANIEL A	24986 NORTHERN DANCER DR	MORENO V	92551	28.14	2.81	5.57	36.52
31486205002	474353004	684277	ACOSTA, VANESSA	26240	NORTHSHORE DR	92555-1736	PRATS ROSA MARIA	26240 NORTHSHORE DR	MORENO V	92555	326.45	32.65	64.64	423.72
81751765000	485084006	684277	VELASCO, MARIA	15053	NORTON LN	92551-4058	VELAZCO SERGIO	15053 NORTON LN	MORENO V	92551	105.29	10.53	20.85	136.66
92581145009	485084007	684277	MUNOZ, JUANA	15065	NORTON LN	92551-4058	MUNOZ BASILIO	15065 NORTON LN	MORENO V	92551	92.06	9.21	18.23	119.48
31103845009	485083001	684277	BACAJAL, FELIPE (RENT)	15152	NORTON LN	92551-4066	ULLAH AHMED	1425 N MARYLAND AVE	GLENDALE	91207	63.63	6.363	12.60	82.58
96443495004	485093007	684277	ARSENE, MARUELL (RENT)	15176	NORTON LN	92551-4066	THOMPSON LESTER W	15176 NORTON LN	MORENO V	92551	255.40	25.54	50.57	331.50
86134783000	291552013	684277	PRICE, MIKE R	12799	NORWICH CT	92553-1869	PRICE MIKE	12799 NORWICH CT	MORENO V	92553	326.45	32.65	64.64	423.72
95137335007	291552015	684277	DELAO, LOUIS (RENT)	12800	NORWICH CT	92553-1870	AZZU ANNE	22669 PARKHAM ST	MORENO V	92553	225.93	22.59	44.73	293.24
93544455000	291552016	684277	MERCHANT, HOWARD	12810	NORWICH CT	92553-1870	LIST TERRY	12810 NORWICH CT	MORENO V	92553	255.29	25.53	50.55	331.36
96794935008	291552017	684277	SIMON, CHERIE (RENT)	12820	NORWICH CT	92553-1870	LAPRAIRIE FERN	P O BOX 1053	SAN JACIN	92581	245.29	24.529	48.57	318.38
90193003004	475263015	684277	SINGLETON, KAREN (OWNR)	11774	NOTNIL CT	92557-6347	SINGLETON RICKEY H	11774 NOTNIL CT	MORENO V	92557	255.40	25.54	50.57	331.50
31565705008	475263013	684277	LIST, CHRIS (OWNR)	11775	NOTNIL CT	92557-6347	LIST CHRIS L	11775 NOTNIL CT	MORENO V	92557	91.66	9.17	18.15	118.96
53908735007	478393002	684277	GASPARD, AUDREY P	13351	NOTTINGHAM AVE	92555-8412	GASPARD GOURDET	16190 ISLA MARIA CIR	MORENO V	92551	332.40	33.24	65.82	431.44
59956735000	478391008	684277	BROWN, MILTON AND ANGELA	13376	NOTTINGHAM AVE	92555-8412	BROWNE MILTON O	13376 NOTTINGHAM AVE	MORENO V	92555	255.29	25.53	50.55	331.36
96738655003	486442027	684277	FREDERICK, SHARON	26089	NUBLADO CIR	92551-1636	FREDERICK SHARON	26089 NUBLADO CIR	MORENO V	92551	255.40	25.54	50.57	331.50
95959835009	486442022	684277	FOSTER, KAREN	26090	NUBLADO CIR	92551-1636	FOSTER MICHAEL D	26090 NUBLADO CIR	MORENO V	92551	128.03	12.80	25.35	166.18
31283665006	486442026	684277	LOPEZ, MARTIN (OWNR)	26099	NUBLADO CIR	92551-1636	LOPEZ MARTIN	26099 NUBLADO CIR	MORENO V	92551	255.40	25.54	50.57	331.50
91730585000	308581012	684277	CHERRYE, CHERRY (RENT)	26849	NUCIA DR	92555-4985	NELSON ANTHONY F	26859 NUCIA DR	MORENO V	92555	250.01	25.00	49.50	324.50
92814053002	308582041	684277	BUSH, KEN (OWNR)	26876	NUCIA DR	92555-4983	BUSH KENNETH	26876 NUCIA DR	MORENO V	92555	155.18	15.518	30.73	201.42
96395855000	308582046	684277	PEARSON,LONNIE (RENT)	26926	NUCIA DR	92555-4983	DEVNANI SANJAY	24826 ALEXANDRA CT	CALABASA	91302	195.65	19.57	38.74	253.94
80351195000	308582047	684277	CASTILLON, PATRICIA	26936	NUCIA DR	92555-4983	CASTELLON ANDRES V	26936 NUCIA DR	MORENO V	92555	256.05	25.61	50.70	332.34
97247765001	308582048	684277	CABRERA, PATRICIA	26946	NUCIA DR	92555-4984	CABRERA SABINO OCAMPO	26946 NUCIA DR	MORENO V	92555	205.18	20.518	40.63	266.32
96531443007	308582051	684277	BAILEY, DARRCEL (OWNR)	26976	NUCIA DR	92555-4984	MV HOMES	1000 DOVE ST STE 100	NEWPORT	92660	191.77	19.18	37.97	248.90
96836385002	308582052	684277	CRISOLOGO, NARCISO	26986	NUCIA DR	92555-4984	CRISOLOGO NARCISO G	26986 NUCIA DR	MORENO V	92555	255.29	25.53	50.55	331.36
70184245007	486385018	684277	WALLER, JASON (RENT)	15570	NUECES CT	92551-1933	PEARSON FRANK VICTOR	15570 NUECES CT	MORENO V	92551	332.64	33.26	65.86	431.76

31377315000	479644007	684277	POLLAK, JOHN	13264	NUTMEG ST	92553-6862	POLLAK JOHN R	13264 NUTMEG ST	MORENO V	92553	191.66	19.17	37.95	248.76
54231995008	479644014	684277	BURTLE, CLINTON AND RACHEL (R	13324	NUTMEG ST	92553-0808	KURD MISTO BAHJAT	8 FREMONT	COTO DE C	92679	267.32	26.71	52.89	346.72
64480015005	479592009	684277	RANGEL, ESPERANZA	13419	NUTMEG ST	92553-6861	RANGEL ESPERANZA	13419 NUTMEG ST	MORENO V	92553	191.66	19.17	37.95	248.76
96760235006	291371024	684277	SMITH, ANNETTE (RENT)	13050	OAK DELL ST	92553-7834	MCDANIEL ELVIRA	13050 OAKDELL ST	MORENO V	92553	255.40	25.54	50.57	331.50
66769155009	291371022	684277	RODRIGUEZ, CHRISTIAN	13064	OAK DELL ST	92553-7899	SMITH KAREN RODRIGUEZ	13064 OAK DELL ST	MORENO V	92553	333.80	33.38	66.09	433.26
93313143006	291374032	684277	NETWIG, CHAD (RENTR)	13113	OAK DELL ST	92553-7898	MS FORTUNE	18588 GLASS MOUNTAIN DR	RIVERSIDE	92504	26.28	2.628	5.20	34.1
97039873009	291374039	684277	HAMMONS, SIDNEY (RENT)	13169	OAK DELL ST	92553-7837	LEBRILLA ARMAND	13169 OAK DELL ST	MORENO V	92553	255.40	25.54	50.57	331.50
63011715002	291371009	684277	FLORES, JOSEPH	13176	OAK DELL ST	92553-7838	MARTINEZ DIMAS	13176 OAK DELL ST	MORENO V	92553	132.55	13.255	26.24	172.04
85944955007	291372013	684277	BEASLEY, ASHLEY (RENT)	13213	OAK DELL ST	92553-7839	NAVAR ROGELIO	13213 OAK DELL ST	MORENO V	92553	216.60	21.66	42.89	281.14
92933175005	291371003	684277	DAVIS, MICHAEL	13220	OAK DELL ST	92553-6421	DAVIS STEPHANIE P	13220 OAK DELL ST	MORENO V	92553	509.31	50.93	100.84	661.08
31078585007	291371001	684277	OLSON, THOMAS	13240	OAK DELL ST	92553-6421	OLSON THOMAS L	13240 OAK DELL ST	MORENO V	92553	255.29	25.53	50.55	331.36
31406645008	291312001	684277	RUBIO, ISABEL	13250	OAK DELL ST	92553-6422	RUBIO ISABEL C	13250 OAK DELL ST	MORENO V	92553	23.66	2.37	4.68	30.70
96351655005	291312008	684277	VALENCIA, LORANA	13356	OAK DELL ST	92553-6424	VALENCIA JAVIER TORRES	13356 OAK DELL ST	MORENO V	92553	255.29	25.53	50.55	331.36
83045405001	488133013	684277	WESLEY, BRIAN (RENT)	27086	OAK RIDGE RD	92555-4525	MITCHELL HOPKINS SYLVIA	27086 OAK RIDGE RD	MORENO V	92555	469.35	46.94	92.93	609.20
96508355001	488133011	684277	GARCIA, RONALD	27110	OAK RIDGE RD	92555-4525	BAC HOME LOANS SERVICING	1800 TAPO CANYON SV2202	SIMI VALLE	93063	127.92	12.792	25.33	166.04
97860445009	488132033	684277	BUCOL, LALAINE	27147	OAK RIDGE RD	92555-4526	BUCOL EUFEMIO	27147 OAK RIDGE RD	MORENO V	92555	255.18	25.518	50.53	331.22
67755365003	478352003	684277	O'SHEA, ROY	13690	OAKLEY DR	92555-6020	CARDENAS LUCY	13690 OAKLEY DR	MORENO V	92555	255.29	25.53	50.55	331.36
91037105001	484134004	684277	JAMMAL, SYED	25273	OAKSTONE CT	92553-4420	ARAIZA MARIA E GONZALEZ	25273 OAKSTONE CT	MORENO V	92553	191.66	19.17	37.95	248.76
85098075007	484132012	684277	WILLIAMS, DEBRA	25274	OAKSTONE CT	92553-4419	HARRIS JEROME C	P O BOX 2999	VICTORVIL	92392	361.60	36.16	71.60	469.34
84530135008	484132015	684277	ESPINOZA, CHARLOTTE (OWNR)	25310	OAKSTONE CT	92553-4419	ESPINOZA CHARLOTTE ABIGAIL	25310 OAKSTONE CT	MORENO V	92553	224.70	22.47	44.49	291.66
97064915009	484132020	684277	JOHNSON, CLARENCE	25370	OAKSTONE CT	92553-4419	JOHNSON DORIS M	25370 OAKSTONE CT	MORENO V	92553	249.31	24.93	49.36	323.60
70609045005	486385022	684277	CARMICHEAL, ORA	15525	OCANA LN	92551-1950	MEANS CAMPER KATHLEEN E	15525 OCANA LN	MORENO V	92551	332.40	33.24	65.82	431.44
91766123001	256333029	684277	ROJAS, NORMA	21256	OCASEY CT	92557-8422	ROJAS JAVIER G	21256 OCASEY CT	MORENO V	92557	255.29	25.53	50.55	331.36
97101795004	304164005	684277	WALLACE, PAULA	27185	OCEAN DUNES ST	92555-4914	WALLACE ANDRE RUIN	27185 OCEAN DUNES ST	MORENO V	92555	255.40	25.54	50.57	331.50
31350065009	304163007	684277	SINCLAIR, CARRIE	27190	OCEAN DUNES ST	92555-4913	FERGUSON DIONETTE	27190 OCEAN DUNES ST	MORENO V	92555	255.29	25.53	50.55	331.36
66883375002	304202019	684277	LEWIS, JOEL	27285	OCEAN DUNES ST	92555-4916	LEWIS JOEL	27285 OCEAN DUNES ST	MORENO V	92555	255.18	25.518	50.53	331.22
98319315012	304202018	684277	PEREZ, MR AND MRS CARLOS	27295	OCEAN DUNES ST	92555-4916	PEREZ ILLBRED G	27295 OCEAN DUNES ST	MORENO V	92555	120.69	12.07	23.90	156.64
60863725007	304201020	684277	ROWLAND, SHAKIMA (RENT)	27420	OCEAN DUNES ST	92555-4919	DINH TIEN NGOC	4052 HUMBOLDT LN	YORBA LIN	92886	90.47	9.05	17.91	117.42
94351625004	304201024	684277	SALCIDO, YVONNE	27460	OCEAN DUNES ST	92555-4919	SALCIDO YVONNE	27460 OCEAN DUNES ST	MORENO V	92555	255.40	25.54	50.57	331.50
31382775003	484212014	684277	ZUNIGA, URIEL AND GLADYS	25260	OCONTO CT	92553-7166	ZUNIGA URIEL	25260 OCONTO CT	MORENO V	92553	255.40	25.54	50.57	331.50
87426555007	484111011	684277	MARQUEZ, SHEILA	25030	OCOTILLO AVE	92553-4440	MARQUEZ EDWARD A	25030 OCOTILLO AVE	MORENO V	92553	255.29	25.53	50.55	331.36
93814605006	484111008	684277	JUAREZ, ENRIQUE	25070	OCOTILLO AVE	92553-4440	JUAREZ ENRIQUE	25070 OCOTILLO AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31227585000	481301026	684277	MCNIEL, CHRIS	12007	ODESSA DR	92557-7839	MCNIEL CHRISTOPHER	12007 ODESSA DR	MORENO V	92557	255.29	25.53	50.55	331.36
31520805002	481302003	684277	DODSON, MITCHELL	12030	ODESSA DR	92557-7825	DODSON MITCHELL	12030 ODESSA DR	MORENO V	92557	255.29	25.53	50.55	331.36
92934995001	481301024	684277	MITCHEL, TONIA	12031	ODESSA DR	92557-7839	MITCHELL TONIA	12031 ODESSA DR	MORENO V	92557	235.29	23.53	46.59	305.40
54236935000	481302005	684277	ROMO-LOPEZ, SANDRA	12050	ODESSA DR	92557-7825	OCEGUEDA MARIA GUADALUPE	12050 ODESSA DR	MORENO V	92557	255.18	25.518	50.53	331.22
96231245006	481302007	684277	RODRIGUEZ, GRAGLEIA	12076	ODESSA DR	92557-7825	FEDERAL NATL MORTGAGE ASSN	2001 BISHOPS GATE BLV	MT LAURE	8054	182.55	18.26	36.14	236.94
92927045005	481302008	684277	UDEOGARNYA , DOBONAVENTURI	12088	ODESSA DR	92557-7825	UDEOGARANYA BONAVENTURE O	12088 ODESSA DR	MORENO V	92557	55.40	5.54	10.97	71.9
31546795009	481301023	684277	FLORES, ANGEL (OWNR)	12089	ODESSA DR	92557-7839	BITTNER CHRISTOPHER M	12089 ODESSA DR	MORENO V	92557	191.77	19.18	37.97	248.90
63106495006	481302009	684277	OSBORNE, MARTIN AND MEURELE	12098	ODESSA DR	92557-7825	MARTIN MEARLENE	12098 ODESSA DR	MORENO V	92557	255.29	25.53	50.55	331.36
31371455003	481301022	684277	GUTIERREZ, RAFAEL (RENT)	12109	ODESSA DR	92557-7839	CERVANTES MARIA MERCEDES	12109 ODESSA DR	MORENO V	92557	120.20	12.02	23.80	156.00
31100905002	481301018	684277	OLEA, CHRISTINA	12151	ODESSA DR	92557-7839	GONZALEZ CONSUELO	12151 ODESSA DR	MORENO V	92553	155.40	15.54	30.77	201.70
93385085006	481302014	684277	KENNERSON, RHONDA	12152	ODESSA DR	92557-7838	KENNERSON RHONDA	12152 ODESSA DR	MORENO V	92557	332.40	33.24	65.82	431.44
93013305008	475293012	684277	SILVA, JOHN	11901	OHIO ST	92557-6432	SILVA JOAO	11901 OHIO ST	MORENO V	92557	255.40	25.54	50.57	331.50
66486205000	475293015	684277	CARDENAS, RAMON	11927	OHIO ST	92557-6432	CARDENAS RAMON D	11927 OHIO ST	MORENO V	92557	255.40	25.54	50.57	331.50
31290745005	479454009	684277	GUILBAULT, ERICK (RENT)	13160	OILNUT CT	92553-6869	NAVARRO MARICELA	13160 OILNUT CT	MORENO V	92553	255.40	25.54	50.57	331.50
31287785002	308362026	684277	JONES, DIANA	26353	OLD ANVIL LN	92555-2935	RIVERA MAX P	15670 LASSELLE ST NO H	MORENO V	92551	255.29	25.53	50.55	331.36
31639215004	308362039	684277	ALCANTAR, DANIEL	26440	OLD ANVIL LN	92555-2939	ALCANTAR DANIEL E	26440 OLD ANVIL LN	MORENO V	92555	133.03	13.303	26.34	172.66
87486295006	474453020	684277	MABON, DANIEL (OWNR)	24097	OLD COUNTRY RD	92557-4003	MABON DANIEL CHRISTOPHER	24097 OLD COUNTRY RD	MORENO V	92557	255.40	25.54	50.57	331.50
97729683005	474453019	684277	SEJA, SALLY	24105	OLD COUNTRY RD	92557-4003	SEJA SALLY MARTINEZ	24105 OLD COUNTRY RD	MORENO V	92557	282.64	28.26	55.96	366.86
60281915002	474441014	684277	MOSHER, MOE	24288	OLD COUNTRY RD	92557-4007	MOSHER MOE S	24288 OLD COUNTRY RD	MORENO V	92557	255.29	25.53	50.55	331.36
95526255007	474432006	684277	HERRERA, MILDRED	24380	OLD COUNTRY RD	92557-4010	ROMERO MANUELA	P O BOX 53256	RIVERSIDE	92517	190.31	19.03	37.68	247.02
64372305003	474434002	684277	THOMAS, KATHLEEN	24383	OLD COUNTRY RD	92557-4008	THOMAS KATHLEEN S	24383 OLD COUNTRY RD	MORENO V	92557	255.29	25.53	50.55	331.36
57286815007	474432008	684277	WILLIAMS, MICHEALA	24406	OLD COUNTRY RD	92557-4010	WILLIAMS MICHEALA J	24406 OLD COUNTRY RD	MORENO V	92557	55.29	5.53	10.95	71.76
51364065005	479291009	684277	MIRAMONTES-DE LUNA, ARMAND	25244	OLD FARM ST	92553-4329	DIAZ CRISTINA	25244 OLD FARM ST	MORENO V	92553	255.29	25.53	50.55	331.36
31641715005	479290003	684277	GONSALEZ, DEOSELINA (RENT)	25251	OLD FARM ST	92553-4343	RAMIREZ JOHANNA	25251 OLD FARM ST	MORENO V	92553	63.63	6.363	12.60	82.58
31341895004	479291006	684277	ALEXANDER, DONZELL	25286	OLD FARM ST	92553-4329	REYES MAGALLY	25286 OLD FARM ST	MORENO V	92553	255.29	25.53	50.55	331.36
31053735009	479290006	684277	DOMINGUEZ, MARGARITO	25289	OLD FARM ST	92553-4343	DOMINGUEZ MARGARITO	25289 OLD FARM ST	MORENO V	92553	255.29	25.53	50.55	331.36
31346515003	479461001	684277	PRADO, HERNAN AND ROSALINDA	25386	OLD FARM ST	92553-4328	PRADO HERNAN ANTONIO	25386 OLD FARM ST	MORENO V	92553	255.29	25.53	50.55	331.36
90261745004	479461006	684277	ALONGI, PAUL	25442	OLD FARM ST	92553-4376	ALONGI PAUL S	25442 OLD FARM ST	MORENO V	92553	332.40	33.24	65.82	431.44
93789515009	292083012	684277	BURKS, ROBERT	23313	OLD VALLEY DR	92553-5654	BURKS ROBERT W	23313 OLD VALLEY DR	MORENO V	92553	332.40	33.24	65.82	431.44
31638595006	292092051	684277	SANTOS, MARGIE	23343	OLD VALLEY DR	92553-5654	GUTIERREZ RICHARD D	23343 OLD VALLEY DR	MORENO V	92553	255.40	25.54	50.57	331.50
1.00839E+11	292092046	684277	AFEMATA, VERA (RENT)	23401	OLD VALLEY DR	92553-5656	CHAN ALBERT TSAN	5270 LA CRESCENTA	YORBA LIN	92887	169.13	16.913	33.49	219.52
31069515001	292092045	684277	JOHNSON, JEFFREY	23421	OLD VALLEY DR	92553-5656	JOHNSON JEFFERY OWEN	23421 OLD VALLEY DR	MORENO V	92553	255.29	25.53	50.55	331.36
96637615006	292093003	684277	GALLEGOS, JAVIER (RENT)	23440	OLD VALLEY DR	92553-5655	GALLEGOS EMILIO	23440 OLD VALLEY DR	MORENO V	92553	255.40	25.54	50.57	331.50

31386525007	292093004	684277	ROCHA, ALBERT	23454	OLD VALLEY DR	92553-5655	ROCHA ALBERT A	23454 OLD VALLEY DR	MORENO V	92553	332.40	33.24	65.82	431.44
93181523007	488200019	684277	COTE, DEBORAH (OWNR)	13635	OLIVER ST	92555-5621	COTE JOHN EDWARD	13635 OLIVER ST	MORENO V	92555	255.40	25.54	50.57	331.50
31449815002	488200020	684277	VILLALOBOS, JOANNE	13715	OLIVER ST	92555-5623	VILLALOBOS JOANN	13715 OLIVER ST	MORENO V	92555	255.29	25.53	50.55	331.36
92246455008	304181005	684277	WILLIAMS, CLARENCE	15605	OLIVER ST	92555-4906	MCMAHAN ETTA S	4000 HEPBURN AVE	LOS ANGEI	90008	255.29	25.53	50.55	331.36
72130065005	304181003	684277	SLADE, ROBERT	15625	OLIVER ST	92555-4906	SLADE ROBERT L	15625 OLIVER ST	MORENO V	92555	249.33	24.93	49.37	323.62
83317795002	304182005	684277	TAMAYO, ALEXANDRA	15640	OLIVER ST	92555-4905	TAMAYO JOSE	15640 OLIVER ST	MORENO V	92555	255.18	25.518	50.53	331.22
48432465002	304182013	684277	BEAM, PHILIP	15720	OLIVER ST	92555-4908	CHAO SHIAO CHIN	P O BOX 80596	SAN MARII	91118	255.18	25.518	50.53	331.22
64055675006	304182018	684277	MEZA, RONALD (OWNR)	15770	OLIVER ST	92555-4908	MEZA RONALD A	15770 OLIVER ST	MORENO V	92555	48.92	4.89	9.69	63.48
93958125002	304212001	684277	PIERSON, DEBRA (RENT)	15830	OLIVER ST	92555-4910	HUYNH KIET	107 COSTA BRAVA	IRVINE CA	92620	141.77	14.18	28.07	184.00
85355855007	304213005	684277	GARCIA, ANTONIO (OWNR)	15851	OLIVER ST	92555-4912	GARCIA ANTONIO	15851 OLIVER ST	MORENO V	92555	129.81	12.981	25.70	168.48
91411025005	304212004	684277	KING, LAKISHA	15854	OLIVER ST	92555-4910	WANG ALLEN KAI	1015 S 9TH AVE	ARCADIA (	91006	28.14	2.814	5.57	36.52
31483795005	312153003	684277	SANDOVAL, NATIVIDA	25162	OMAHA DR	92551-2400	SANDOVAL NATIVIDAD	25162 OMAHA DR	MORENO V	92551	255.29	25.53	50.55	331.36
91115783002	312153002	684277	ALMARAZ, ANA (OWNR)	25172	OMAHA DR	92551-2400	VILLICANA MICHAEL	25172 OMAHA DR	MORENO V	92551	168.06	16.81	33.28	218.14
91683985007	312153001	684277	CAMACHO, LUIS	25182	OMAHA DR	92551-2400	CAMACHO LOUIS	25182 OMAHA DR	MORENO V	92551	205.29	20.53	40.65	266.46
95156885001	312152006	684277	BLACKMAN, ROBERT (OWNR)	25206	OMAHA DR	92551-2402	BLACKMAN ROBERT A	25206 OMAHA DR	MORENO V	92551	255.40	25.54	50.57	331.50
31391975002	487011005	684277	DAVENPORT, MARCUS AND SHERI	25760	ONATE DR	92557-7727	DEATON WENDE	10809 MORNING RIDGE DR	MORENO V	92557	332.64	33.26	65.86	431.76
88485595004	486442013	684277	AMBRIZ, MARIA	16165	ONDA CIR	92551-1645	GONZALEZ SILVESTRE	16165 ONDA CIR	MORENO V	92551	255.29	25.53	50.55	331.36
56269965002	486442006	684277	CRUZ, LORENZO AND LILIA (OWNF	16180	ONDA CIR	92551-1645	CRUZ LORENZO ISMAEL	16180 ONDA CIR	MORENO V	92551	191.77	19.18	37.97	248.90
31287865005	482122030	684277	REBOLLAR, JUAN CARLOS	24401	ONEIDA ST	92553-3371	REBOLLAR JUAN CARLOS	24401 ONEIDA ST	MORENO V	92553	28.14	2.81	5.57	36.52
31305495003	482123017	684277	ADAMS, CHERI AND LES (RENT)	24453	ONEIDA ST	92553-6258	GREEN EARLENE A	15760 COBRA DR	MORENO V	92551	137.82	13.782	27.29	178.88
94842235004	482122018	684277	BADILLO, OLIVIA	24508	ONEIDA ST	92553-3370	BADILLO OLIVIA	24508 ONEIDA ST	MORENO V	92553	255.40	25.54	50.57	331.50
31502925005	482123009	684277	VENEGAS-CRUZ, AMELIA	24525	ONEIDA ST	92553-3372	DEVENEGAS AMELIA CRUZ	24525 ONEIDA ST	MORENO V	92553	255.29	25.53	50.55	331.36
31279675002	482122016	684277	BENITEZ, ANGELICA (RENT)	24538	ONEIDA ST	92553-3370	NEGRETE MARCELINO	17052 OAK ST	HUNTINGT	92647	472.14	47.21	93.48	612.82
31616215002	482122015	684277	GARCIA, JULISA (RENT)	24554	ONEIDA ST	92553-3370	COONTZ LINDA J	14175 ST TROPEZ CT	MORENO V	92553	255.40	25.54	50.57	331.50
94170905009	482123012	684277	CISNEROS, ARTHUR (OWN)	24561	ONEIDA ST	92553-3372	CISNEROS ARTHUR	24561 ONEIDA ST	MORENO V	92553	127.44	12.74	25.23	165.40
31467345003	482122014	684277	BARRIGA, MARVIN	24568	ONEIDA ST	92553-3370	BARRIGA MARVIN L	24568 ONEIDA ST	MORENO V	92552	63.03	6.30	12.48	81.80
62544825000	487510006	684277	SMITH, DAVID	26527	OPAL ST	92555-3821	MADRIGAL JOSE LUIS	26527 OPAL ST	MORENO V	92555	255.29	25.53	50.55	331.36
75004075007	487511011	684277	BOWLES, NICOLE (RENT)	26611	OPAL ST	92555-3823	HAMPTON NATL	735 HAMPTON RD	ARCADIA (	91006	91.06	9.106	18.03	118.18
97720825005	487513007	684277	HANDS, RONALD EW (RENT)	26616	OPAL ST	92555-3822	SCHWIER HARRY D	26616 OPAL ST	MORENO V	92555	220.78	22.078	43.71	286.56
31479325002	487513008	684277	SIMENTAL, JAVIER (RENT)	26628	OPAL ST	92555-3822	SIMENTAL JAVIER	26628 OPAL ST	MORENO V	92555	255.40	25.54	50.57	331.50
91662013005	487511009	684277	BELL, JENNI (OWNR)	26635	OPAL ST	92555-3823	HUNTER HALLEY ZACKARY	30157 SKIPSTONE WAY	MENIFEE C	92584	253.39	25.34	50.17	328.90
93728235006	487512007	684277	ROSENBLUM, BRUCE	26707	OPAL ST	92555-3824	ROSENBLUM BRUCE DAVID	26707 OPAL ST	MORENO V	92555	255.29	25.53	50.55	331.36
59047995003	473220079	684277	GOMEZ, TONY	11828	ORANGE GROVE CIR	92555-6564	GOMEZ TONY	11828 ORANGE GROVE CIR	MORENO V	92555	403.92	40.39	79.98	524.28
31553075006	473220080	684277	WALKER, PAUL	11841	ORANGE GROVE CIR	92555-6564	WALKER PAUL B	23645 LAKE VALLEY DR	MORENO V	92557	326.68	32.67	64.68	424.02
31541395004	474463013	684277	KIMSEY, TAMARA	24063	ORANGECREEK CIR	92557-4042	KIMSEY TAMARA L	24063 ORANGECREEK CIR	MORENO V	92557	229.78	22.98	45.50	298.24
31291425000	474463009	684277	GOWER, DAVID	24080	ORANGECREEK CIR	92557-4042	GOWER DAVID L	24080 ORANGECREEK CIR	MORENO V	92557	255.29	25.53	50.55	331.36
31441475000	312033017	684277	BAKER, JAMES	25319	ORBIT CT	92551-9247	BAKER JAMES C	25319 ORBIT CT	MORENO V	92551	255.29	25.53	50.55	331.36
31619805002	312033019	684277	ADAMS, EUGENE	25332	ORBIT CT	92551-9247	ADAMS EUGENE E	25332 ORBIT CT	MORENO V	92551	255.29	25.53	50.55	331.36
97505685009	312043002	684277	HENRY , JASMINE (RENT)	25392	ORBIT CT	92551-9247	TRAN EDWARD	3317 NEW HOGAN PL	WEST SACI	95691	255.40	25.54	50.57	331.50
50471065009	312043003	684277	MARTINEZ, ASUNCION (OWNR)	25404	ORBIT CT	92551-1116	MARTINEZ ASUNCION	25404 ORBIT CT	MORENO V	92551	287.17	28.72	56.86	372.74
96299725002	479461019	684277	REYNOLDS, APRELLA	25384	ORCHID CT	92553-6515	JENKINS CEDRIC G	18415 BLUE SKY ST	RIVERSIDE	92508	255.29	25.53	50.55	331.36
73228025005	479461016	684277	NOFRI, DAVID	25405	ORCHID CT	92553-4379	NOFRI CATHERINE M	489 DENSLOW AVE	LOS ANGEI	90049	255.40	25.54	50.57	331.50
31155815005	479461023	684277	YORKE, CAROL	25428	ORCHID CT	92553-4380	YORKE CAROL Y	25428 ORCHID CT	MORENO V	92553	255.29	25.53	50.55	331.36
58949815009	487284012	684277	MONARREZ, NATALIE	12830	ORLEANS DR	92555-2308	MONARREZ NATHALIE	12830 ORLEANS DR	MORENO V	92555	77.92	7.792	15.43	101.14
82631735000	487284011	684277	MADRIGAL, OMAR (OWNR)	12840	ORLEANS DR	92555-2308	MADRIGAL OMAR	12840 ORLEANS DR	MORENO V	92555	225.40	22.54	44.63	292.56
93159003002	487284008	684277	AGUILAR, ELIDA (OWNR)	12870	ORLEANS DR	92555-2356	AGUILAR DAVID	12870 ORLEANS DR	MORENO V	92555	255.29	25.53	50.55	331.36
31355305008	487284006	684277	CONLEY, ARELESSIA	12890	ORLEANS DR	92555-2356	CONLEY ALMOUTH W	12890 ORLEANS DR	MORENO V	92555	255.29	25.53	50.55	331.36
53819875006	482652025	684277	HURTADO, HENRY	24575	ORMISTA DR	92553-5326	HURTADO SOCORRO	24575 ORMISTA DR	MORENO V	92553	195.29	19.53	38.67	253.48
58294975006	482652024	684277	CASTANEDA, MARIA AND RAMON	24589	ORMISTA DR	92553-5326	CASTANEDA MARIA IMELDA	24589 ORMISTA DR	MORENO V	92553	127.70	12.77	25.28	165.74
97633595008	482653005	684277	CONTRERAS, SERGIO (OWNR)	24590	ORMISTA DR	92553-5325	CONTRERAS SERGIO	24590 ORMISTA DR	MORENO V	92553	255.40	25.54	50.57	331.50
94025025000	482652022	684277	ALLEN, RICHARD	24617	ORMISTA DR	92553-3804	ALLEN RICHARD	24617 ORMISTA DR	MORENO V	92553	255.29	25.53	50.55	331.36
92644065001	312041001	684277	RIOS, ANGELINA (RENT)	24632	ORMISTA DR	92553-3802	BROWN MICHELE M	25378 CEREMONY AVE	MORENO V	92551	63.63	6.363	12.60	82.58
72023605009	482653013	684277	CUNNINGHAM, ALICIA	24702	ORMISTA DR	92553-5328	CUNNINGHAM KEITH	24702 ORMISTA DR	MORENO V	92553	128.03	12.80	25.35	166.18
56192815008	482652015	684277	GUTIERREZ, ROSA	24715	ORMISTA DR	92553-5327	GUTIERREZ APRIL G	24715 ORMISTA DR	MORENO V	92553	332.40	33.24	65.82	431.44
54793735002	486402018	684277	CURRY, ANDREA (OWNR)	15805	ORO GLEN DR	92551-1906	CURRY ANDREA N	15805 ORO GLEN DR	MORENO V	92551	255.40	25.54	50.57	331.50
31111205006	486402015	684277	PLACENCIA, JUAN (OWNR)	15835	ORO GLEN DR	92551-1906	PLACENCIA JUAN M	15835 ORO GLEN DR	MORENO V	92551	255.40	25.54	50.57	331.50
31370135003	486403010	684277	TYRONDA, NEAL (RENT)	15840	ORO GLEN DR	92551-1905	LI PING AN ANDY	15840 ORO GLEN DR	MORENO V	92551	54.96	5.496	10.88	71.32
31428785002	486403009	684277	HOA, JANET (OWNR)	15850	ORO GLEN DR	92551-1905	HOA DAN	15850 ORO GLEN DR	MORENO V	92551	255.40	25.54	50.57	331.50
31476705008	486402012	684277	DUNCAN, LINDA (RENT)	15865	ORO GLEN DR	92551-1906	CARRION JOE MANUEL	15865 ORO GLEN DR	MORENO V	92551	260.89	26.09	51.66	338.62
31165375006	486402010	684277	TRIPLETT, RANDY	15885	ORO GLEN DR	92551-1906	FORD BRIAN J	32136 PASEO SAN ESTEBAN	TEMECULA	92592	255.29	25.53	50.55	331.36
90103405009	486401006	684277	ZAMBRANO, ISABEL (RENT)	15890	ORO GLEN DR	92551-1905	HODGE CARMEN	15890 ORO GLEN DR	MORENO V	92551	255.40	25.54	50.57	331.50
61182415006	486402009	684277	LEE, KHALILAH (RENT)	15895	ORO GLEN DR	92551-1906	KEKEEBHAI YOUSUF E	15895 ORO GLEN DR	MORENO V	92551	172.45	17.25	34.15	223.84
90594783009	487354002	684277	PADILLA, TIFFANY (RENT)	26103	OSHUA DR	92555-2407	KIRMANI TANVEER	26103 OSHUA DR	MORENO V	92555	332.64	33.26	65.86	431.76
94815843002	487361052	684277	JEREZANO, AUSTREBERTA	26187	OSHUA DR	92555-2408	JEREZANO AUSTREBERTA	22883 MISSION BELLS ST	CORONA (	92883	191.66	19.17	37.95	248.76
58153195008	487361051	684277	REYES, EVANGELINA	26195	OSHUA DR	92555-2408	REYES FRANCISCO	26195 OSHUA DR	MORENO V	92555	191.77	19.18	37.97	248.90

96076235007	487361046	684277	BOHORTES, ERICKA (RENT)	26241	OSHUA DR	92555-2491	JGP ENTERPRICES 1	26241 OSHUA DR	MORENO V	92555	128.14	12.81	25.37	166.32
55514175008	256231004	684277	ALLEN, EDWARD (RENT)	21805	OSPREY LN	92557-8502	SZENERI WILLIAM B	16099 HILLSMONT LN	RIVERSIDE	92503	240.84	24.08	47.69	312.60
88371265005	256231009	684277	JOHNSON, STERLING	21822	OSPREY LN	92557-8502	JOHNSON RICHARD A	21822 OSPREY LN	MORENO V	92557	255.29	25.53	50.55	331.36
1.01227E+11	256231006	684277	WALTER, GEORGE	21835	OSPREY LN	92557-8502	WALTER GEORGE M	21835 OSPREY LN	MORENO V	92557	255.40	25.54	50.57	331.50
31055025003	482595001	684277	PIMENTEL, VICENTE	24792	OTIS DR	92553-5892	PIMENTEL VICENTE	24792 OTIS DR	MORENO V	92553	191.77	19.18	37.97	248.90
95156155004	482613001	684277	BOLTON, KEITH	24811	OTIS DR	92553-5837	BOLTON KEITH S	24811 OTIS DR	MORENO V	92553	55.18	5.518	10.93	71.62
53327315008	482613007	684277	HARNESS, JOHN E (OWNR)	24901	OTIS DR	92553-5865	HARNESS JOHN E	23820 IRONWOOD AVE SPC 69	MORENO V	92557	182.99	18.30	36.23	237.52
95636145008	482613008	684277	BARAJAS, JOSE ALEJANDRO	24915	OTIS DR	92553-5865	BARAJAS J ALEJANDRO	24915 OTIS DR	MORENO V	92553	255.40	25.54	50.57	331.50
93163035008	482612017	684277	FRANCO, JOSE	24946	OTIS DR	92553-5866	FLORES BEATRICE MARQUEZ	24946 OTIS DR	MORENO V	92553	255.29	25.53	50.55	331.36
95521845005	264241005	684277	LEE, BERNESTINE	11103	OUTLAW WAY	92557-4803	BBL FAMILY TRUST	P O BOX 10000	MORENO V	92552	255.29	25.53	50.55	331.36
91097863005	474180013	684277	COLEMAN, STEVEN	25580	OVERLOOK CIR	92557-6647	COLEMAN STEVEN J	25580 OVERLOOK CIR	MORENO V	92557	255.29	25.53	50.55	331.36
62789335004	486401021	684277	SAWYER, CYNTHIA	25548	PACATO RD	92551-1941	SAWYER CYNTHIA A	P O BOX 282	ANAHEIM	92815	255.10	25.51	50.51	331.1
96364475006	486401022	684277	CALLEROS, MARTHA	25558	PACATO RD	92551-1941	CALLEROS JOSE	25558 PACATO RD	MORENO V	92551	255.29	25.53	50.55	331.36
65298755004	486401026	684277	MOORE, ROBERT	25598	PACATO RD	92551-1941	ZHANG SHU	25598 PACATO RD	MORENO V	92551	255.18	25.518	50.53	331.22
94124245005	486391001	684277	CHAMBERS, CHARLES	25635	PACATO RD	92551-1945	CHAMBERS CHARLES	25635 PACATO RD	MORENO V	92551	255.29	25.53	50.55	331.36
31508365009	486391002	684277	RIVAS, CHRISTOPHER	25645	PACATO RD	92551-1945	RIVAS CHRISTOPHER	25645 PACATO RD	MORENO V	92551	255.29	25.53	50.55	331.36
31487165008	486392019	684277	CRAIG, DEBORAH AND JONES	25668	PACATO RD	92551-1946	CRAIG JONES	25668 PACATO RD	MORENO V	92551	332.16	33.216	65.77	431.14
31120715000	486391008	684277	NIETO, FELIX	25705	PACATO RD	92551-1917	PENA FLOR ESMERALDA	25705 PACATO RD	MORENO V	92551	246.92	24.69	48.89	320.50
65087895002	486392024	684277	HERNANDEZ, MARIA ELENA	25718	PACATO RD	92551-1916	MEDINA JOSE MONTES	25718 PACATO RD	MORENO V	92551	326.45	32.65	64.64	423.72
81205575007	486392026	684277	FIGUEROA, ROSA MARIE	25736	PACATO RD	92551-1916	FIGUEROA ROSA MARIE S	25736 PACATO RD	MORENO V	92551	255.29	25.53	50.55	331.36
72661845006	481312026	684277	HALL, CINDY	24576	PACE DR	92557-7327	HALL CINDY A	2944 ROCKVIEW PL	SAN LUIS O	93401	255.29	25.53	50.55	331.36
88217085008	481312048	684277	ARIAS, ANA (OWNR)	24587	PACE DR	92557-7327	ARIAS JUAN J	24587 PACE DR	MORENO V	92557	231.85	23.19	45.91	300.94
31266975002	481312042	684277	PARKER, RICHARD (RENT)	24671	PACE DR	92557-7329	SILVA ADITA	24671 PACE DR	MORENO V	92557	601.38	60.14	119.07	780.58
89725155004	481312038	684277	PINEDA, MARIO A	24719	PACE DR	92557-7329	PINEDA MARIO A	24719 PACE DR	MORENO V	92557	255.29	25.53	50.55	331.36
62593545006	291381013	684277	JIMENEZ, ANTONIO (OWNR)	22758	PAHUTE DR	92553-7844	JIMENEZ ANTONIO	22758 PAHUTE DR	MORENO V	92553	255.29	25.53	50.55	331.36
98232695017	291381005	684277	BRAZIL, FELICIA (RENT)	22804	PAHUTE DR	92553-7846	TRAN SON	22804 PAHUTE DR	MORENO V	92553	255.40	25.54	50.57	331.50
89092213007	291371038	684277	RABAGO, BLANCA (RENT)	22874	PAHUTE DR	92553-7848	VILLA GORGE LUIS GARCIA	22874 PAHUTE DR	MORENO V	92553	204.18	20.42	40.43	265.02
73200465001	291374020	684277	RICHARDSON, KELLY	22909	PAHUTE DR	92553-7849	RICHARDSON KELLY	22909 PAHUTE DR	MORENO V	92553	255.29	25.53	50.55	331.36
31221915004	482651007	684277	RIVERA, YOLANDA (RENT)	22917	PAHUTE DR	92553-7849	TRAN LUAN XI	9630 ROBIN AVE	WESTMINS	92683	142.94	14.294	28.30	185.52
61167475004	291371033	684277	EATMON, CARY AND WENDY	22918	PAHUTE DR	92553-7850	PRYBYLLA JOHN	22918 PAHUTE DR	MORENO V	92553	255.29	25.53	50.55	331.36
31303665002	485043012	684277	COVARRUBIAS, VICTOR (OWNR)	15093	PAIGE AVE	92551-3649	COVARRUBIAS VICTOR	15093 PAIGE AVE	MORENO V	92551	255.40	25.54	50.57	331.50
91010645005	485055016	684277	ABAD, JOSE L	15149	PAIGE AVE	92551-3654	ABAD JOSE LUIS	15149 PAIGE AVE	MORENO V	92551	255.18	25.518	50.53	331.22
95028505002	485055010	684277	RAZO, JOSE	15195	PAIGE AVE	92551-3654	SOLIS ANTONIO	15195 PAIGE AVE	MORENO V	92551	36.19	3.619	7.17	46.96
95917435001	485055008	684277	BIVINS, LATANISIA MONIQUE	15207	PAIGE AVE	92551-7670	SULLIVAN MARY L	23592 TORERO CIR	MISSION V	92691	52.64	5.264	10.42	68.32
97982425005	485055007	684277	ELO, LESLIE (RENT)	15213	PAIGE AVE	92551-7670	ULA NAZMUL	8125 GEORGETOWN AVE	LOS ANGEL	90045	437.95	43.80	86.71	568.44
51331755009	256181001	684277	ALMEIDA, FRANK	21012	PALA FOXIA PL	92557-8603	ALMEIDA FRANK	21012 PALA FOXIA PL	MORENO V	92557	141.82	14.18	28.08	184.08
31609415005	256181005	684277	DELACOBAS, MARIA	21060	PALA FOXIA PL	92557-8603	DE LA COBAS MARIA	21060 PALA FOXIA PL	MORENO V	92557	255.29	25.53	50.55	331.36
1.01295E+11	256452007	684277	MAGALLAN, JUSTINO (RENT)	21096	PALA FOXIA PL	92557-8603	JAUREGUI LUCIA I	21096 PALA FOXIA	MORENO V	92557	191.77	19.18	37.97	248.90
31511615001	256181016	684277	CARBORIN, VICTOR (RENT)	21180	PALA FOXIA PL	92557-8605	ELABED JEHAD M	21180 PALA FOXIA PL	MORENO V	92557	136.69	13.67	27.06	177.42
31552885008	256181017	684277	JENKINS, KATHY	21192	PALA FOXIA PL	92557-8614	JENKINS KATHY	21192 PALA FOXIA PL	MORENO V	92557	274.34	27.43	54.32	356.08
75122565004	256191003	684277	GILL, MYISHA (RENT)	21240	PALA FOXIA PL	92557-8606	REN ZHONGDAO	19735 PASO ROBLES DR	RIVERSIDE	92508	42.31	4.231	8.38	54.9
31371525009	256191004	684277	TOMEI, MARSHALL AND (OWNR)	21252	PALA FOXIA PL	92557-8606	TOMEI MARSHALL K	21252 PALA FOXIA PL	MORENO V	92557	255.40	25.54	50.57	331.50
31224015007	256191017	684277	SALAZAR, CHRISTINA (RENT)	21281	PALA FOXIA PL	92557-8607	LIZARDI ROBERTO	21281 PALA FOXIA PL	MORENO V	92557	39.58	3.958	7.84	51.36
96222455000	256191010	684277	HALE, LISA R (OWNR)	21324	PALA FOXIA PL	92557-8606	HALE LISA R	21324 PALA FOXIA PL	MORENO V	92557	219.81	21.98	43.52	285.30
31223115008	256191011	684277	ROSIER, HENRY	21336	PALA FOXIA PL	92557-8606	ROSIER HENRY	21336 PALA FOXIA PL	MORENO V	92557	169.03	16.90	33.47	219.40
31223115013	256181019	684277	CRUZ, CHARLA	21216	PALA FOXIA PL	92557-8614	CHARLA E CRUZ	#REF!	MORENO V	#REF!	68.96	6.896	13.65	89.5
85517175005	304220043	684277	BLACK, SONYA	27621	PALA LOMA CT	92555-5929	BLACK FREDERICK W	27621 PALA LOMA CT	MORENO V	92555	255.18	25.518	50.53	331.22
31127265009	304220044	684277	RANDHAWA, AMOOPJT AND KAN	27622	PALA LOMA CT	92555-5929	RANDHAWA ANOOPJOT	27622 PALA LOMA CT	MORENO V	92555	255.40	25.54	50.57	331.50
31481965003	291512002	684277	LANDEZ, MARIA (OWNR)	13113	PALISADE PL	92553-7884	LANDEZ MARIA C	13113 PALISADE PL	MORENO V	92553	93.77	9.38	18.57	121.70
94443085002	479491008	684277	MORRISSEY, GREG	25635	PALM MEADOWS CT	92557-7611	HAMMER LORRAINE	2713 S MILDRED PL	ONTARIO	91761	285.37	28.537	56.50	370.4
91855533006	479491016	684277	MACIAS, MANUEL (OWNR)	25636	PALM MEADOWS CT	92557-7611	MACIAS MANUEL	25636 PALM MEADOWS CT	MORENO V	92557	191.77	19.18	37.97	248.90
31282285008	479491012	684277	BARAJAS, CHRISTINE	25688	PALM MEADOWS CT	92557-7611	BARAJAS ARMANDO	25688 PALM MEADOWS CT	MORENO V	92557	255.29	25.53	50.55	331.36
31386685003	479491018	684277	BERNAL, RENE (RENT)	25653	PALM SHADOWS DR	92557-7613	RABE DAVID ZARAGOZA	25653 PALM SHADOWS DR	MORENO V	92557	274.98	27.50	54.45	356.92
31297525006	479492002	684277	MCKINNEY, MICHAEL (RENT)	25654	PALM SHADOWS DR	92557-7612	OLINER DOUG	25654 PALM SHADOWS DR	MORENO V	92557	255.40	25.54	50.57	331.50
92121355009	479491020	684277	MILLER, DENEL	25685	PALM SHADOWS DR	92557-7613	MILLER DENEL	25685 PALM SHADOWS DR	MORENO V	92557	255.29	25.53	50.55	331.36
64714205007	479491022	684277	RIOS, MIKE (RENT)	25719	PALM SHADOWS DR	92557-7613	RIOS DORA MATILDE	29034 CANTABRIA CT	MORENO V	92555	75.44	7.54	14.94	97.92
31260825001	479492010	684277	COLINDRES, ANNA	12024	PALM VISTA ST	92557-7614	COLINDRES REMO E	12024 PALM VISTA ST	MORENO V	92557	255.29	25.53	50.55	331.36
86707573007	479491026	684277	PERKINS, GREGORY (RENT)	12083	PALM VISTA ST	92557-7615	PERKINS GREGORY	12083 PALM VISTA ST	MORENO V	92557	409.51	40.95	81.08	531.54
31208485001	484112005	684277	MANSELL, HARNETHIA	14280	PALMEA DR	92553-4413	MANSELL HARNETHIA N	14280 PALMEA DR	MORENO V	92553	255.40	25.54	50.57	331.50
61053915004	484112002	684277	LOPEZ, IRMA	14322	PALMEA DR	92553-4459	LOPEZ R GUILLERMO	14322 PALMEA DR	MORENO V	92553	128.03	12.80	25.35	166.18
88669285008	479491007	684277	JONES, SARAH	25638	PALMWOOD DR	92557-7609	JONES SARAH L	25638 PALMWOOD DR	MORENO V	92557	165.29	16.53	32.73	214.54
64710625007	486402007	684277	GREEN, RHONDA (RENT)	25515	PALO CEDRO DR	92551-1915	HAMILTON JOAN M	25515 PALO CEDRO DR	MORENO V	92551	26.04	2.60	5.16	33.78
95903615003	486402004	684277	VENEGAS, VENANCIO AND ARISBE	25551	PALO CEDRO DR	92551-1915	VENEGAS ARISBETH A	25551 PALO CEDRO DR	MORENO V	92551	104.21	10.421	20.63	135.26
31305255003	486403003	684277	CHAVEZ, ERILYNNE (RENT)	25562	PALO CEDRO DR	92551-1914	POVALL MARTIN J	2996 PEMBROKE CIR	CORONA (	92879	255.40	25.54	50.57	331.50
96042935002	486403002	684277	JOHNSON, SHUNDA	25574	PALO CEDRO DR	92551-1914	JOHNSON DOROTHY	25574 PALO CEDRO DR	MORENO V	92551	209.31	20.93	41.44	271.68

31458435003	486391011	684277	WHITEHURST, ELANE (RENT)	25686	PALO CEDRO DR	92551-1961	MAO DECAO	9 REMMINGTON RD	SCHENECT	12303	215.12	21.512	42.59	279.22
91980503008	486391010	684277	ZARATE, JOSE L	25698	PALO CEDRO DR	92551-1961	ANAYA JESUS	25698 PALO CEDRO DR	MORENO V	92551	255.29	25.53	50.55	331.36
31542735001	486391009	684277	QUINTOS, ANICIA	25710	PALO CEDRO DR	92551-1947	QUINTOS ANICIA	25710 PALO CEDRO DR	MORENO V	92551	255.29	25.53	50.55	331.36
91541373005	486470019	684277	WALKER, KIM	16015	PALOMINO LN	92551-1629	HAMPTON PETER MAE	16015 PALOMINO LN	MORENO V	92551	255.40	25.54	50.57	331.50
77491465002	486471023	684277	RIVERA, CLAUDIA	16054	PALOMINO LN	92551-1630	RIVERA ROGELIO	16054 PALOMINO LN	MORENO V	92551	255.29	25.53	50.55	331.36
31116235009	486470027	684277	GOODRICH, SHAWN	16063	PALOMINO LN	92551-1631	FU CHIA HUEI	5414 HALISON ST	TORRANCE	90503	128.14	12.81	25.37	166.32
90884993000	486470033	684277	BLUTT, ERNEST (RENT)	16099	PALOMINO LN	92551-1631	BUI ANTOINE H	10498 SALINAS RIVER CIR	FOUNTAIN	92708	357.64	35.76	70.81	464.20
95722795009	486471010	684277	SANCHEZ, RAFAEL	16114	PALOMINO LN	92551-1634	SANCHEZ RAFAEL A	16114 PALOMINO LN	MORENO V	92551	332.16	33.216	65.77	431.14
91038355006	486470037	684277	LESLIE, DELANO AND GANEL	16123	PALOMINO LN	92551-1635	LESLIE DELANO M	16123 PALOMINO LN	MORENO V	92555	332.40	33.24	65.82	431.44
94390375004	488010006	684277	POPP, JEFFREY (OWNR)	27041	PAM PL	92555-2109	POPP JEFFREY	27041 PAM PL	MORENO V	92555	255.29	25.53	50.55	331.36
31173245008	488010005	684277	HEEKIN, SCOTT	27061	PAM PL	92555-2109	HEEKIN WENDELL SCOTT	27061 PAM PL	MORENO V	92555	255.29	25.53	50.55	331.36
31173245013	488010013	684277	JOHNSON, MICHAEL AND DEBORA	27122	PAM PL	92555-2043	MICHAEL C JOHNSON	#REF!	MORENO V	#REF!	63.63	6.363	12.60	82.58
31398305008	486391017	684277	PITTS, DESIREE (RENT)	15854	PAMPAS CT	92551-1967	SADIGHI NEANA	11945 DARLINGTON AVE NO 5	LOS ANGEL	90049	219.92	21.992	43.54	285.44
97617375007	291541011	684277	JONES, BYRON (RENT)	12760	PAN AM BLVD	92553-1800	BARKHO MAHIR H	1009 SECRETARIAT CIR	COSTA ME	92626	29.04	2.90	5.75	37.68
31591165007	291541020	684277	DUNN, WILLIAM (RENT)	12850	PAN AM BLVD	92553-1801	GONZALEZ ADAN	12850 PAN AM BLV	MORENO V	92553	268.38	26.84	53.14	348.34
31453485003	291541022	684277	JACUINDE, CELSO (OWNR)	12870	PAN AM BLVD	92553-1801	JACUINDE CELSO	12870 PAN AM BLV	MORENO V	92553	255.40	25.54	50.57	331.50
31486275007	291541026	684277	DIAZ, MARITSSA (OWNR)	12910	PAN AM BLVD	92553-1803	BUSTOS MARIA LUCILLA	12910 PAN AM BLV	MORENO V	92553	288.66	28.87	57.15	374.68
31311725003	291384019	684277	VERA JR, DANIEL A	13055	PAN AM BLVD	92553-7852	VERA DANIEL A	13055 PAN AM BLV	MORENO V	92553	332.40	33.24	65.82	431.44
95808645008	291373012	684277	RUBLE, MICHAEL	13110	PAN AM BLVD	92553-6429	RUBLE MICHAEL LOREN	13110 PAN AM BLV	MORENO V	92553	255.29	25.53	50.55	331.36
83533255007	291384028	684277	UHRICH, JEREMY J	13117	PAN AM BLVD	92553-7853	UHRICH JEREMY J	13117 PAN AM BLV	MORENO V	92553	332.40	33.24	65.82	431.44
95080975004	291373007	684277	ROSSI, CLINTON AND ALEASE	13146	PAN AM BLVD	92553-7854	WEI SOO	3180 LOMBORDY RD	PASADENA	91107	255.40	25.54	50.57	331.50
31547315008	291384032	684277	GUEVARA, DARLENE (OWNR)	13151	PAN AM BLVD	92553-7853	CALVIO SALVADOR RENE	13151 PAN AM BLV	MORENO V	92553	84.96	8.496	16.82	110.26
31449085005	291384034	684277	MEDINA, ROSA (RENT)	13169	PAN AM BLVD	92553-7853	WELLS FARGO BANK	P O BOX 9818	MORENO V	92552	255.40	25.54	50.57	331.50
93809545009	291382050	684277	TERRELL, ZARA (RENT)	13189	PAN AM BLVD	92553-6430	TALAVERA BISMARCK A	13189 PAN AM BLV	MORENO V	92553	190.52	19.052	37.72	247.28
93180453003	291382052	684277	GUAVARA, OSMIN (OWNR)	13205	PAN AM BLVD	92553-7855	HERNANDEZ MIRIAM E CARRILLO	13205 PAN AM BLV	MORENO V	92553	191.77	19.18	37.97	248.90
91889395004	291382056	684277	ESQUIVEL, JOSE MANUEL	13231	PAN AM BLVD	92553-7855	ESQUIVEL JOSE MANUEL	13231 PAN AM BLV	MORENO V	92553	63.96	6.40	12.66	83.02
97097225004	291382057	684277	PEREZ, MIGUEL (OWNR)	13239	PAN AM BLVD	92553-7855	PEREZ MIGUEL ANGEL	13239 PAN AM BLV	MORENO V	92553	255.40	25.54	50.57	331.50
31137425005	291231002	684277	RABAGO, JOSE IGNACIO	13517	PAN AM BLVD	92553-8408	RABAGO JOSE I	13517 PAN AM BLV	MORENO V	92553	49.68	4.968	9.84	64.48
96757585008	479621009	684277	LOGAN, CURT	13801	PAPRIKA CT	92553-4862	LOGAN CURT R	941 GRANT ST	CALIMESA	92320	265.89	26.59	52.65	345.12
86628783001	479621004	684277	TOBIAS, JOSH AND MARIA (RENT)	13826	PAPRIKA CT	92553-4861	TRAN BINH VAN	1108 W DEWEY PL	ANAHEIM	92802	255.40	25.54	50.57	331.50
95742445001	479621012	684277	REYES, RAYMUNDO	13837	PAPRIKA CT	92553-4862	REYES RAYMUNDO	13837 PAPRIKA CT	MORENO V	92553	255.40	25.54	50.57	331.50
82097085000	479621003	684277	JONES, LUISA	13838	PAPRIKA CT	92553-4861	NELSON DON A	13730 CLEMSON CT	MORENO V	92555	255.40	25.54	50.57	331.50
61527275001	479621013	684277	MIKA, TELEA (RENT)	13849	PAPRIKA CT	92553-4862	NAZ MOHAMMAD SAOOD	1830 BANKSTOWN WAY	PERRIS CA	92571	191.77	19.18	37.97	248.90
95467495004	479621002	684277	AFEMATA, SHIRLDEEN (RENT)	13850	PAPRIKA CT	92553-4861	SIDDIQUI ANAM	13034 ARLINGTON LN	CHINO CA	91710	204.18	20.42	40.43	265.02
31054725009	264121025	684277	ACEVES, KIMBERLY	11527	PARAKEET CT	92557-5424	MONTAGUE WILFRED M	11527 PARAKEET CT	MORENO V	92557	255.18	25.518	50.53	331.22
31616135009	264121023	684277	HARGRAVE, DEPREE (RENT)	11545	PARAKEET CT	92557-5424	NORZAGARAY NOE	4336 OREGON ST NO 10	SAN DIEGO	92104	168.48	16.848	33.36	218.68
88721925003	264121021	684277	LOPEZ, ALFRED (RENT)	11573	PARAKEET CT	92557-5424	NAVARRO TOMAS E	11573 PARAKEET CT	MORENO V	92557	128.64	12.864	25.47	166.96
88253373002	264121033	684277	PEREZ, TERESA	11598	PARAKEET CT	92557-5424	PEREZ RICARDO	11598 PARAKEET CT	MORENO V	92557	255.40	25.54	50.57	331.50
31359935008	264121019	684277	CUEVA, JUAN JOSE	11599	PARAKEET CT	92557-5424	CUEVA JUAN JOSE	11599 PARAKEET CT	MORENO V	92557	255.29	25.53	50.55	331.36
48402895005	296052027	684277	HERNANDEZ, EMILIO (RENT)	23303	PARK LANE CT	92553-3249	LIGHT ELLIOT D	23303 PARK LANE CT	MORENO V	92553	255.40	25.54	50.57	331.50
95154275004	296052023	684277	CRAIN, TEFFANY (OWNR)	23353	PARK LANE CT	92553-3249	REYNOLDS DION	23353 PARK LANE CT	MORENO V	92553	251.03	25.10	49.70	325.82
96076395003	296052022	684277	DEANDA, LORRIE	23365	PARK LANE CT	92553-3249	DEANDA LORRIE	23365 PARK LANE CT	MORENO V	92553	255.18	25.518	50.53	331.22
48613035008	474602006	684277	SILVAS, DAVID AND MARIE	10691	PARK RIM CIR	92557-3009	SILVAS DAVID	10691 PARK RIM CIR	MORENO V	92557	255.29	25.53	50.55	331.36
31406855003	474602007	684277	HOLNESS, GERARDA	10707	PARK RIM CIR	92557-3009	HOLNESS RAY A	10707 PARK RIM CIR	MORENO V	92557	255.29	25.53	50.55	331.36
31328795002	474602008	684277	MALONE, TOOTSIE	10721	PARK RIM CIR	92557-3009	MALONE ADAM	10721 PARK RIM CIR	MORENO V	92557	255.29	25.53	50.55	331.36
65476535003	474602009	684277	WEST, KIM	10731	PARK RIM CIR	92557-3009	WEST KIM	10731 PARK RIM CIR	MORENO V	92557	255.40	25.54	50.57	331.50
90852325008	292042001	684277	MC ALISTER, JULIE (OWNR)	23246	PARK VALLEY DR	92553-5923	MCALISTER JULIE ANN	23246 PARK VALLEY DR	MORENO V	92553	191.77	19.18	37.97	248.90
31588845001	291553006	684277	KUNARD, NANCY	22629	PARKHAM ST	92553-1865	KUNARD MARTIN W	22629 PARKHAM ST	MORENO V	92553	255.40	25.54	50.57	331.50
66740525003	291532005	684277	NUNEZ, JOE	22789	PARKHAM ST	92553-1867	RODRIGUEZ ERNIE A	824 BUNBURY DR	WHITTIER	90601	255.40	25.54	50.57	331.50
97701755009	264071040	684277	SALUDARES, JOANNA P (OWNR)	23470	PARKLAND AVE	92557-4974	SALUDARES BENEDICTO J	27380 MURRIETA OAKS AVE	MURRIETA	92562	255.40	25.54	50.57	331.50
31635815006	264071034	684277	MULLINAX, SABINA	23530	PARKLAND AVE	92557-4971	MULLINAX THOMAS	23530 PARKLAND AVE	MORENO V	92557	255.29	25.53	50.55	331.36
95301793002	264071010	684277	CLARK, MARTHA (RENT)	23576	PARKLAND AVE	92557-4933	HANNAWAY BASSAM	23576 PARKLAND AVE	MORENO V	92557	102.75	10.275	20.34	133.36
86275383005	264072008	684277	HARRIS, LEISHA (OWNR)	23581	PARKLAND AVE	92557-4934	HARRIS LEISHA M	23581 PARKLAND AVE	MORENO V	92557	255.40	25.54	50.57	331.50
68409045004	264072007	684277	GONZALEZ, MATHEW	23587	PARKLAND AVE	92557-4934	ARONOV STEVEN CRAIG	25047 LA MAYO AVE	MORENO V	92557	255.29	25.53	50.55	331.36
94418855002	264072005	684277	SUAREZ,MAGADALENA MARIA (RE	23599	PARKLAND AVE	92557-4934	WEBB GEORGE	401 COLUMBUS CIR	CORONA D	92625	128.14	12.81	25.37	166.32
31312065009	264071005	684277	GONZALEZ, JASMINE (RENT)	23606	PARKLAND AVE	92557-4933	YACOOB ALMAS	23606 PARKLAND AVE	MORENO V	92557	477.53	47.75	94.55	619.82
98017255014	264071002	684277	PESHA, JERRY	23624	PARKLAND AVE	92557-4933	PESHA MARTIN G	23624 PARKLAND AVE	MORENO V	92557	249.31	24.93	49.36	323.60
87169653002	264082001	684277	CORRAL, ROSALINA	23636	PARKLAND AVE	92557-4935	TRUJILLO EVERARDO	23636 PARKLAND AVE	MORENO V	92557	155.29	15.53	30.75	201.56
92618505003	264082002	684277	GONZALEZ, PRISCILLA (RENT)	23641	PARKLAND AVE	92557-4936	LOPEZ VALENCIA MARIA DE JESUS	4875 FAIRWAY BLV	CHINO HIL	91709	255.40	25.54	50.57	331.50
80963985006	264081003	684277	JOHNSON, LINDA	23648	PARKLAND AVE	92557-4935	JOHNSON LINDA	23648 PARKLAND AVE	MORENO V	92557	195.68	19.57	38.74	253.98
63187155007	264082008	684277	WILLIAMS, ANITA	23677	PARKLAND AVE	92557-4936	WILLIAMS ANITA M	23677 PARKLAND AVE	MORENO V	92557	255.29	25.53	50.55	331.36
75503295002	264081008	684277	WILLIAMS, CLARK	23678	PARKLAND AVE	92557-4935	WILLIAMS CLARK	23678 PARKLAND AVE	MORENO V	92557	255.40	25.54	50.57	331.50
72337945002	264082009	684277	CASA, PATRICIA	23689	PARKLAND AVE	92557-4937	GUZMAN ARTURO	23689 PARKLAND AVE	MORENO V	92557	255.40	25.54	50.57	331.50
31353915005	264221001	684277	WEBB, CANILLE (RENT)	23761	PARKLAND AVE	92557-4940	MCKENNEY FLOYD E	17 LINDEN GROVE	ALISO VIEJ	92656	255.40	25.54	50.57	331.50
83697565005	264092011	684277	ZARAGOZA, NAN	23766	PARKLAND AVE	92557-4939	ZARAZOGA NAN	23766 PARKLAND AVE	MORENO V	92557	255.29	25.53	50.55	331.36

31215365001	264092009	684277	THOMAS, CHRIS (RENT)	23778	PARKLAND AVE	92557-4939	WANG MING MING	16925 PEPPERBROOK WAY	HACIENDA	91745	255.40	25.54	50.57	331.50
84832175009	264092007	684277	RAMIREZ, MARIN	23790	PARKLAND AVE	92557-4939	ZAMORA JESUS	23790 PARKLAND AVE	MORENO V	92557	48.29	4.83	9.56	62.68
31529565003	264221006	684277	BETANCUR, DAVID M AND ROY D	23791	PARKLAND AVE	92557-4940	BETANCUR DAVID M	23791 PARKLAND AVE	MORENO V	92557	289.81	28.98	57.38	376.16
87747585000	264221008	684277	JUAREZ, RUDY (RENT)	23803	PARKLAND AVE	92557-4942	WEI FU	3180 LOMBARDY RD	PASADENA	91107	263.35	26.34	52.14	341.82
55251495000	264221010	684277	WILLIAMS, RICHARD (OWNR)	23815	PARKLAND AVE	92557-4942	WILLIAMS RICHARD EARL REV LIV TRUS	23815 PARKLAND AVE	MORENO V	92557	255.40	25.54	50.57	331.50
31458405009	264092001	684277	BRUNO, MIGUEL	23826	PARKLAND AVE	92557-4941	PHAM KRISTIN F	2009 W BEACON AVE	ANAHEIM	92804	300.74	30.07	59.55	390.36
72902355006	264231006	684277	STREETER, RICK AND MARY	23846	PARKLAND AVE	92557-4944	STREETER RICK W	23846 PARKLAND AVE	MORENO V	92557	55.29	5.53	10.95	71.76
31279225007	264222038	684277	URQUIZU, CESAR AND KAREN	23859	PARKLAND AVE	92557-4943	URQUIZU CESAR	23859 PARKLAND AVE	MORENO V	92557	270.43	27.043	53.55	351
88947563009	264234013	684277	JACOBS, YOLANDA (RENT)	23888	PARKLAND AVE	92557-4945	BROWN MICHAEL T	23888 PARKLAND AVE	MORENO V	92557	255.40	25.54	50.57	331.50
31081895006	264234012	684277	HICKS, TALIA (RENT)	23894	PARKLAND AVE	92557-4945	HOA JANET	1671 S RIDLEY AVE	HACIENDA	91745	255.40	25.54	50.57	331.50
31546005005	264234004	684277	CLARK, GOLDIE	23942	PARKLAND AVE	92557-4945	CLARK GOLDIE	23942 PARKLAND AVE	MORENO V	92557	255.29	25.53	50.55	331.36
84493625006	264234003	684277	REYES-TATE, JESSENIA (RENT)	23948	PARKLAND AVE	92557-4945	GLENN ALAN A	9315 S W 77TH AVE UNIT 226	MIAMI FL	33156	255.40	25.54	50.57	331.50
95344835004	264234001	684277	NOFRI, DAVID	23960	PARKLAND AVE	92557-4945	NOFRI CATHY M	489 DENSLOW AVE	LOS ANGEI	90049	255.40	25.54	50.57	331.50
31174955006	312095022	684277	HUDSPET, MILDRED	16259	PARKSIDE LN	92551-9273	HUDSPETH MILDRED A	16259 PARKSIDE LN	MORENO V	92551	255.29	25.53	50.55	331.36
60258985005	312103009	684277	CARDENAS, MARK	16395	PARKSIDE LN	92551-1118	CARDENAS ANTHONY MARK	16395 PARKSIDE LN	MORENO V	92551	30.89	3.089	6.12	40.08
94128355002	312102027	684277	SLADE, VERGIA	16400	PARKSIDE LN	92551-9274	DINH JEAN T	16400 PARKSIDE LN	MORENO V	92551	217.32	21.73	43.03	282.08
31180925000	312103007	684277	GRIJALVA, MONICA AND ZETH	16407	PARKSIDE LN	92551-9275	GRIJALVA MONICA	16407 PARKSIDE LN	MORENO V	92551	255.29	25.53	50.55	331.36
97497715008	312103006	684277	PADILLA, ADRIANA (OWNR)	16413	PARKSIDE LN	92551-9275	PADILLA JOSE ENRIQUE	16413 PARKSIDE LN	MORENO V	92551	255.29	25.53	50.55	331.36
31083765009	484213001	684277	MORRIS, CATHERINE AND JASON	14510	PARKWOOD CT	92553-7162	MORRIS CATHERINE J	14510 PARKWOOD CT	MORENO V	92553	255.29	25.53	50.55	331.36
58555185006	484213002	684277	VILLA, DEREK (RENT)	14522	PARKWOOD CT	92553-7162	NWIGWE GODWYN ADDISON	14522 PARKWOOD CT	MORENO V	92553	285.73	28.57	56.57	370.86
31305595002	484213011	684277	IRIBE, ALICIA	14630	PARKWOOD CT	92553-7163	IRIBE ALICIA	14630 PARKWOOD CT	MORENO V	92553	240.34	24.034	47.59	311.96
31619725009	484213013	684277	FORRESTER, CYBIL (RENT)	14654	PARKWOOD CT	92553-7163	CABRAL EDWARD	15449 LEFFINGWELL	WHITTIER	90604	206.00	20.60	40.79	267.38
56684235006	484213018	684277	REED, JAMES	14714	PARKWOOD CT	92553-7163	NGUYEN KHAI	854 N RESH ST	ANAHEIM	92805	128.14	12.81	25.37	166.32
91599005001	484303031	684277	REN, BARBARA (RENT)	25754	PARSLEY AVE	92553-5004	JACOBS CATHARINE B	3772 AUBURN RIDGE DR	PERRIS CA	92571	191.77	19.18	37.97	248.90
66449165006	484303029	684277	ZARAGOZA, ROSA	25764	PARSLEY AVE	92553-5004	OSORNIO ROSA ZARAGOZA	25764 PARSLEY AVE	MORENO V	92553	255.29	25.53	50.55	331.36
88696015008	484303025	684277	ALVAREZ, RUDY AND PATRICIA	25782	PARSLEY AVE	92553-5004	ALVAREZ RUDY	25782 PARSLEY AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31414205004	484303024	684277	ROBERTSON, NEAL	25786	PARSLEY AVE	92553-5004	ROBERTSON NEAL D	25786 PARSLEY AVE	MORENO V	92553	255.29	25.53	50.55	331.36
97107415001	484303018	684277	AYALA, BERTHA (RENT)	25844	PARSLEY AVE	92553-5020	LUNA HUGO	25844 PARSLEY AVE	MORENO V	92553	20.56	2.06	4.07	26.68
92522025008	484302006	684277	TORRES, GLORIA	25871	PARSLEY AVE	92553-5005	TORRES ALEJANDRO	25871 PARSLEY AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31148145001	484303001	684277	PHILLIPS, NANCY	25878	PARSLEY AVE	92553-5006	HERNANDEZ EDITH C	26985 ROCKVALE TER	MORENO V	92555	255.29	25.53	50.55	331.36
31583935003	484302007	684277	BOOKART, HAROLD (RENT)	25879	PARSLEY AVE	92553-5005	HAMID ROWSHAN INC	24941 STONEGATE LN	LAGUNA N	92677	255.40	25.54	50.57	331.50
92854945002	484322007	684277	LOPEZ, MARIA	25949	PARSLEY AVE	92553-5077	LOPEZ GLORIA	25949 PARSLEY AVE	MORENO V	92553	26.66	2.67	5.28	34.60
64285925007	487073013	684277	CHEATUM, BRENDA	26259	PARTON CT	92555-1859	CHEATUM ANTHONY	26259 PARTON CT	MORENO V	92555	332.64	33.26	65.86	431.76
95379175008	487073016	684277	TRONCOSO, VINCENT	26279	PARTON CT	92555-1859	TRONCOSO VINCENT P	26279 PARTON CT	MORENO V	92555	255.29	25.53	50.55	331.36
31150465009	486152001	684277	GARCIA M, MAYRA (OWNR)	15375	PASEO CARMEL	92551-7062	HERNANDEZ MAYRA M	775 W 2ND ST	RIALTO CA	92376	128.14	12.81	25.37	166.32
31415135006	486151034	684277	KANGER, RICHARD AND JANI SUE	15388	PASEO CARMEL	92551-7061	KANGER RICHARD ANTHONY	15388 PASEO CARMEL	MORENO V	92551	249.72	24.97	49.44	324.12
86321483006	486152005	684277	GAMEZ, ELIAS (OWNR)	15423	PASEO CARMEL	92551-1430	GAMEZ ELIAS	15423 PASEO CARMEL	MORENO V	92551	175.40	17.54	34.73	227.66
66031515009	486151031	684277	CORPUZ, ANGELA (OWN)	15424	PASEO CARMEL	92551-1430	CORPUZ MICHAEL	15424 PASEO CARMEL	MORENO V	92551	191.77	19.18	37.97	248.90
60280445003	486152006	684277	FOY JR, ELLIS	15435	PASEO CARMEL	92551-1430	FOY ELLIS	15435 PASEO CARMEL	MORENO V	92551	326.45	32.65	64.64	423.72
97871315008	486152009	684277	MORTON, HELEN	15471	PASEO CARMEL	92551-1430	MORTON HELEN	15471 PASEO CARMEL	MORENO V	92551	123.39	12.339	24.43	160.16
97313555005	486135009	684277	VANCE, TAUNI	15432	PASEO CORTEZ	92551-7084	VANCE TAUNI K	7116 WOOD RD	RIVERSIDE	92506	255.29	25.53	50.55	331.36
31327045002	486134001	684277	SIMPSON, BRIDGETTE (RENT)	15473	PASEO CORTEZ	92551-7083	LY COLLIN	19002 STEWART CT	ROWLAND	91748	275.68	27.57	54.58	357.82
95126235001	479312048	684277	BROWN, ANA (RENT)	12340	PASEO DEL SOL WAY	92557-7515	COUTEE GRACE PATRICIA	12340 PASEO DEL SOL WAY	MORENO V	92557	255.40	25.54	50.57	331.50
57848535003	479312037	684277	WHITE, ERIKA	12341	PASEO DEL SOL WAY	92557-7516	WHITE KEVIN	12341 PASEO DEL SOL WAY	MORENO V	92557	255.29	25.53	50.55	331.36
31250435004	486153001	684277	CHANEY, JASON	25771	PASEO PACIFICO	92551-1435	CHANEY MICHAEL B	101 S VAN BUREN ST NO F	PLACENTIA	92870	255.40	25.54	50.57	331.50
31470815008	486151023	684277	LERUTTE, MAX AND RUTH	25858	PASEO PACIFICO	92551-7066	LERUTTE MAX G	25858 PASEO PACIFICO	MORENO V	92551	326.45	32.65	64.64	423.72
87561385007	486153012	684277	GARCIA, KATHY (RENT)	25927	PASEO PACIFICO	92551-1434	COLLARO DANIEL LEROY	2961 YELLOWTAIL DR	ROSSMOO	90720	128.03	12.80	25.35	166.18
31509695008	486151016	684277	MCCRAY, SHAWMEIN AND LLEWE	25956	PASEO PACIFICO	92551-7067	SAUCEDA ADRIAN G	25956 PASEO PACIFICO	MORENO V	92551	284.20	28.42	56.27	368.88
91941135008	479132047	684277	RAMIREZ, CARLOS	13337	PATRICIA LN	92553-4241	RAMIREZ CARLOS	11884 LIVERPOOL LN	MORENO V	92557	155.29	15.53	30.75	201.56
31057105002	479132048	684277	GUTIERREZ, FREDDIE (RENT)	13363	PATRICIA LN	92553-4241	GONZALEZ ABEL	13361 PATRICIA ST	MORENO V	92553	255.40	25.54	50.57	331.50
31600265005	486221006	684277	GOMEZ, ANTHONY	15761	PATRICIA LN	92551-4667	CASTANEDA RUDI	15761 PATRICIA ST	MORENO V	92551	557.65	55.77	110.41	723.82
31146185006	486061008	684277	YBARRA, MARTHA	15174	PATRICIA ST	92551-4526	YBARRA MARTHA F	711 FLINT SPEAR RD	WALNUT C	91789	255.29	25.53	50.55	331.36
96556175000	486061003	684277	ARREVALO, MARIELA (RENT)	15223	PATRICIA ST	92551-4595	NAVARRO DIOMEDES	2815 GLENVIEW AVE	SAN BERN	92407	215.40	21.54	42.65	279.58
97609035006	486182027	684277	ORTIZ, JESHDAN (OWNR)	15544	PATRICIA ST	92551-4671	SECRETARY HOUSING & URBAN DEV OF	4400 WILL ROGERS PKY 300	OKLAHOM	73108	255.40	25.54	50.57	331.50
31377495002	486182018	684277	GREEN, KEVIN (RENT)	15614	PATRICIA ST	92551-4672	JUAREZ ELIA A	1144 S 9TH AVE	HACIENDA	91745	255.40	25.54	50.57	331.50
70702535005	486183013	684277	HERNANDEZ, ISIDRO T (OWNR)	15631	PATRICIA ST	92551-4655	HERNANDEZ ISIDRO T	15631 PATRICIA ST	MORENO V	92551	289.81	28.98	57.38	376.16
93728895007	486183023	684277	MOORE, LAKECIA (RENT)	15707	PATRICIA ST	92551-1310	NAVARRO EULOGIO	15707 PATRICIA ST	MORENO V	92551	262.22	26.22	51.92	340.36
96271135005	486183024	684277	HERNANDEZ, MARCOS	15715	PATRICIA ST	92551-1310	HERNANDEZ MARCOS	15715 PATRICIA ST	MORENO V	92551	175.56	17.56	34.76	227.86
94524895009	486182003	684277	BERRY, FRANKIE	15726	PATRICIA ST	92551-4656	BERRY FRANKIE	15726 PATRICIA ST	MORENO V	92551	255.40	25.54	50.57	331.50
31647425003	486182002	684277	SINGLETON, EARLINE (OWNR)	15734	PATRICIA ST	92551-4656	SINGLETON EARLINE	15734 PATRICIA ST	MORENO V	92551	155.40	15.54	30.77	201.70
84844395008	486222017	684277	MURRAY, DONALD	15764	PATRICIA ST	92551-4666	MURRAY DONALD W	15764 PATRICIA ST	MORENO V	92551	255.29	25.53	50.55	331.36
31427335009	486222015	684277	MAXWELL, CHRISTINE (RENT)	15768	PATRICIA ST	92551-4666	NEGRETE JUAN C	15768 PATRICIA ST	MORENO V	92551	176.68	17.668	34.98	229.32
95050605005	486222014	684277	OROZCO, CESAR	15770	PATRICIA ST	92551	OROZCO CESAR	15770 PATRICIA ST	MORENO V	92551	255.29	25.53	50.55	331.36
66079355001	486221015	684277	LOPEZ, CONNIE	15779	PATRICIA ST	92551-4639	USTILLOS MANUEL B	15779 PATRICIA ST	MORENO V	92551	95.29	9.529	18.87	123.68
93813595000	486222009	684277	GONZALES , KRISTINA (RENT)	15780	PATRICIA ST	92551-4637	VICTORIANO PEDRO	25920 IRIS AVE #13A	MORENO V	92551	179.04	17.90	35.45	232.38

86106883007	486221017	684277	KING, TOYIA (OWNR)	15783	PATRICIA ST	92551-4639	KING TOYIA D	15783 PATRICIA ST	MORENO V	92551	31.04	3.10	6.25	40.28
91972883005	485064021	684277	HOFFMAN, ALEX AND LISA	24700	PATRICIAN CT	92551-4000	HOFFMAN LISA	24700 PATRICIAN CT	MORENO V	92551	255.29	25.53	50.55	331.36
57511575008	485064023	684277	TERRY, NATASHA	24720	PATRICIAN CT	92551-4000	TERRY NATASHA D	24720 PATRICIAN CT	MORENO V	92551	255.34	25.53	50.56	331.42
31432585006	296174015	684277	EMPIRE WEST MANAGEMENT	13521	PATTILYNN DR	92553-3470	TAC MO FAMILY TRUST	21250 BOX SPRINGS RD 114	MORENO V	92557	255.18	25.518	50.53	331.22
31373025000	296174017	684277	DIAZ, ARMANDO	13537	PATTILYNN DR	92553-3470	DIAZ ARMANDO	13537 PATTILYNN DR	MORENO V	92553	255.29	25.53	50.55	331.36
75029495006	296174018	684277	HARDEN, JOANNA (RENT)	13545	PATTILYNN DR	92553-3470	HAMID ROWSHAN INC	249141 STONEGATE LN	LAGUNA N	92677	185.92	18.592	36.81	241.32
92383173003	296174022	684277	QUEZADA, REFUGIO	13577	PATTILYNN DR	92553-3470	PATTILYNN DRIVE TRUST	231 E ALESSANDRO BLV NO A	RIVERSIDE	92508	84.77	8.48	16.78	110.02
31294855003	296174025	684277	RIVERA, ANGEL (RENT)	13601	PATTILYNN DR	92553-3440	SHAKER MANGALA	13601 PATTILYNN DR	MORENO V	92553	438.20	43.82	86.76	568.78
31159865006	296174029	684277	COLE, RALPH	13633	PATTILYNN DR	92553-3471	COLE RALPH	1425 W 12TH ST NO 262	LOS ANGEI	90015	255.18	25.518	50.53	331.22
57035525009	296182001	684277	GUZMAN, CHRISTINA (OWNR)	13658	PATTILYNN DR	92553-3441	GUZMAN CHRISTINA	13658 PATTILYNN DR	MORENO V	92553	255.40	25.54	50.57	331.50
97834425008	296174035	684277	SANCHEZ, FRANSICO (OWNR)	13681	PATTILYNN DR	92553-3471	SANCHEZ FRANCISCO	13681 PATTILYNN DR	MORENO V	92553	255.40	25.54	50.57	331.50
94921243004	296181011	684277	CABULOY, CARMEN	13705	PATTILYNN DR	92553-3442	SNEDEKER BRUCE A	424 E 60TH ST	LONG BEA	90805	255.40	25.54	50.57	331.50
31633135004	296181010	684277	DEROUEN, MARC	13715	PATTILYNN DR	92553-3442	ARIZAGA JOSE R	12121 ZINNA ST	MORENO V	92557	215.40	21.54	42.65	279.58
96627065002	296181007	684277	MONTZ, TRACIE	13737	PATTILYNN DR	92553-3472	MONTZ DONALD	13737 PATTILYNN DR	MORENO V	92553	141.66	14.166	28.05	183.86
96521335001	296182011	684277	KESSELMAN, MARIA (RENT)	13746	PATTILYNN DR	92553-3473	MENDOZA ALBERTO R	1811 PARK GLEN CIR NO D	SANTA AN	92706	154.03	15.403	30.50	199.92
96642665005	304051006	684277	CONLEY, DANIEL RICHARD	14502	PAUMA CT	92555-6220	CONLEY DANIEL	14502 PAUMA CT	MORENO V	92555	88.30	8.83	17.48	114.60
31144545006	296042009	684277	ALCANTARA, ELEI	13016	PAVILLION CT	92553-5696	NG FUNG MING J	13016 PAVILLION CT	MORENO V	92553	255.18	25.518	50.53	331.22
31082675000	296042013	684277	CASTILLO, LUIS (RENT)	13043	PAVILLION CT	92553-5697	MEJIA ALEJANDRO DAVID	13043 PAVILLION CT	MORENO V	92553	248.34	24.834	49.17	322.34
31304385009	296042017	684277	WILLIAMS, JAN (RENT)	13101	PAVILLION CT	92553-5603	DAO PHUONG THI	13101 PAVILLION CT	MORENO V	92553	89.76	8.976	17.77	116.5
68557065005	296054009	684277	JONES, HELEN	13138	PAVILLION CT	92553-5672	JONES HELEN	24390 MARILYN ST	MORENO V	92553	255.29	25.53	50.55	331.36
83733315001	296054008	684277	WREN, VICKIE (RENT)	13150	PAVILLION CT	92553-5672	SAINTY LA INC RETIREMENT TRUST	18812 BELSHIE AVE	CERRITOS	90703	169.30	16.93	33.52	219.74
31249035000	296053003	684277	MARTINEZ, FRANCISCO	13163	PAVILLION CT	92553-5603	MARTINEZ FRANCISCO	13163 PAVILLION CT	MORENO V	92553	255.40	25.54	50.57	331.50
99268863004	487362001	684277	COLLINS, JACKIE	13029	PAWNEE DR	92555-2420	COLLINS JACKIE	13029 PAWNEE DR	MORENO V	92555	332.40	33.24	65.82	431.44
31572685008	487360009	684277	PAZ, MAX	13052	PAWNEE DR	92555-2419	PAZ MAXIMIANO	13052 PAWNEE DR	MORENO V	92555	255.29	25.53	50.55	331.36
65563585007	487360010	684277	BROWN, BETTYE	13060	PAWNEE DR	92555-2419	BROWN BETTYE L	13060 PAWNEE DR	MORENO V	92555	255.29	25.53	50.55	331.36
94442385001	487362005	684277	VIDAL, IGNACIO	13061	PAWNEE DR	92555-2420	VIDAL IGNACIO	13061 PAWNEE DR	MORENO V	92555	255.29	25.53	50.55	331.36
59058335009	487362007	684277	JONES, ARMESHA (RENT)	13077	PAWNEE DR	92555-2417	LE PHU D	19602 ALBERT AVE	CERRITOS	90703	255.40	25.54	50.57	331.50
85976215005	487361020	684277	SHILEY, RICHARD AND TAMMY	13148	PAWNEE DR	92555-2416	SHILEY RICHARD	13148 PAWNEE DR	MORENO V	92555	255.29	25.53	50.55	331.36
94829593005	487362016	684277	MONJE, CLARA (RENT)	13165	PAWNEE DR	92555-2418	KUNZ GEORGE A	22439 MOUNTAIN VIEW RD	MORENO V	92557	27.41	2.741	5.43	35.56
91967843004	487362018	684277	EYESTONE, JAMES	13185	PAWNEE DR	92555-2418	EYESTONE JAMES	13185 PAWNEE DR	MORENO V	92555	255.18	25.518	50.53	331.22
55258875005	487361026	684277	MORENO, PAUL AND MARY	13208	PAWNEE DR	92555-2480	MORENO PAUL	13208 PAWNEE DR	MORENO V	92555	255.29	25.53	50.55	331.36
31444415007	475322024	684277	SIPPLE, PAUL	24357	PAWNEE TRL	92557-5033	SIPPLE PAUL M	24357 PAWNEE TR	MORENO V	92557	255.18	25.518	50.53	331.22
96427475001	475322013	684277	GUERRERO, MELISSA (RENT)	24366	PAWNEE TRL	92557-5032	MARSHALL RESIDENTIAL PROP	14305 CORPORATE WAY	MORENO V	92553	255.40	25.54	50.57	331.50
31284725002	475322017	684277	MATA, YOLANDA (OWN)	24418	PAWNEE TRL	92557-5034	MATA VICTOR	24418 PAWNEE TR	MORENO V	92557	332.64	33.26	65.86	431.76
89720313002	479384002	684277	GUZMAN, LEA AND JOSE	12525	PEACHLEAF ST	92553-4765	GUZMAN JOSE L	12525 PEACHLEAF ST	MORENO V	92553	255.29	25.53	50.55	331.36
92483475008	479384003	684277	FOUST, ROSALINA	12531	PEACHLEAF ST	92553-4765	FOUST ROSALINA P	12531 PEACHLEAF ST	MORENO V	92553	63.96	6.40	12.66	83.02
31284285004	479382020	684277	CARNERO, RAMIRO	12584	PEACHLEAF ST	92553-4783	CAMERO RAMIRO G	12584 PEACHLEAF ST	MORENO V	92553	255.29	25.53	50.55	331.36
31615175002	479382019	684277	ELLOWP, STEVE	12594	PEACHLEAF ST	92553-4783	ELLOUT STEVE GLENN	12594 PEACHLEAF ST	MORENO V	92553	332.64	33.26	65.86	431.76
96117715008	479384006	684277	MEDRANO, DELFINA	12597	PEACHLEAF ST	92553-1212	ARMENTA HECTOR	12597 PEACHLEAF ST	MORENO V	92553	332.40	33.24	65.82	431.44
31305395004	479382018	684277	COX, SHERRY	12602	PEACHLEAF ST	92553-1213	COX ALLEN	12602 PEACHLEAF ST	MORENO V	92553	332.64	33.26	65.86	431.76
31594005005	479384008	684277	IBARRA, MARIO	12615	PEACHLEAF ST	92553-4782	JIMENEZ ABIGAIL	12615 PEACHLEAF ST	MORENO V	92553	255.29	25.53	50.55	331.36
97845145003	479382016	684277	MORENO, ANGELINA (RENT)	12622	PEACHLEAF ST	92553-1213	MORENO CALIXTO M	30665 JOJOBA	NUEVO CA	92567	446.13	44.61	88.33	579.06
31611745002	479384009	684277	YBARRA, ERICA AND HERIBERTO	12623	PEACHLEAF ST	92553-4782	YBARRA HERIVERTO	12623 PEACHLEAF ST	MORENO V	92553	255.40	25.54	50.57	331.50
86687065008	291616008	684277	SANDOVAL, FERNANDO (RENT)	13340	PEASHRUB AVE	92553-6946	RAMIREZ FRED	1936 ENGLISH OAK WAY	PERRIS CA	92571	63.63	6.363	12.60	82.58
95000455001	259384005	684277	ESTRELLA, ALICIA AND ROBERTO	9545	PEBBLE BROOK DR	92557-1818	ESTRELLA ROBERTO	9545 PEBBLE BROOK DR	MORENO V	92553	255.29	25.53	50.55	331.36
96129525003	259384001	684277	BEEBE, MIKE	9601	PEBBLE BROOK DR	92557-1815	BEEBE MICHAEL JAMES	9601 PEBBLE BROOK DR	MORENO V	92557	255.29	25.53	50.55	331.36
31106345007	259393015	684277	ALATORRE, SALVADOR	9726	PEBBLE BROOK DR	92557-1836	ALATORRE SALVADOR	9726 PEBBLE BROOK DR	MORENO V	92557	25.40	2.54	5.03	32.96
31631075000	259393017	684277	BELL, NORMA	9741	PEBBLE BROOK DR	92557-1816	LOPEZ SERGIO EDWARD	9754 PEBBLE BROOK DR	MORENO V	92557	246.37	24.64	48.78	319.78
74896685009	259402006	684277	GUZMAN, GUILLERMO (OWNR)	9769	PEBBLE BROOK DR	92557-1816	GUZMAN GUILLERMO A	9769 PEBBLE BROOK DR	MORENO V	92557	255.29	25.53	50.55	331.36
82762805008	259402001	684277	WILLIAMS, GITTA	9839	PEBBLE BROOK DR	92557-1848	WILLIAMS GITTA	9839 PEBBLE BROOK DR	MORENO V	92557	337.40	33.74	66.81	437.94
93373275002	259414032	684277	ROMERO, CELESTE	9867	PEBBLE BROOK DR	92557-1848	CASTRO JOSE LUIS	9867 PEBBLE BROOK DR	MORENO V	92557	255.18	25.518	50.53	331.22
1.01838E+11	312171012	684277	MUNOZ, JOSE (RENT)	25011	PEBBLE CREEK WAY	92551-2506	CARMONA JUAN MANUEL	25011 PEBBLE CREEK WAY	MORENO V	92551	255.40	25.54	50.57	331.50
52002155001	312171026	684277	SALINAS, NORMA	25164	PEBBLE CREEK WAY	92551-2509	CHAIDEZ GUSTAVO	25164 PEBBLE CREEK WAY	MORENO V	92551	255.29	25.53	50.55	331.36
94397635005	312172004	684277	WILKES,DONALD,MCELROY,MICHI	25177	PEBBLE CREEK WAY	92551-2510	WILKES DONALD	25177 PEBBLE CREEK WAY	MORENO V	92551	255.40	25.54	50.57	331.50
31093835004	312172003	684277	WHITE, ANTHONY	25189	PEBBLE CREEK WAY	92551-2510	PRINCE ANDREA	25189 PEBBLE CREEK WAY	MORENO V	92551	255.29	25.53	50.55	331.36
75355005008	312171030	684277	MC CASLIN, GREG	25212	PEBBLE CREEK WAY	92551-2589	MCCASLIN GREGORY L	25212 PEBBLE CREEK WAY	MORENO V	92551	255.29	25.53	50.55	331.36
73942735002	482391005	684277	SHAKER, MANGALA	13601	PECAN PL	92553-3855	SHAKER MANGALA	13601 PECAN PL	MORENO V	92553	371.30	37.13	73.52	481.94
63036195008	482391002	684277	TORRES, JUAN	13631	PECAN PL	92553-3855	TORRES JUAN	13631 PECAN PL	MORENO V	92553	255.29	25.53	50.55	331.36
91302785006	482391001	684277	WINGATE, RANDY	13641	PECAN PL	92553-3855	WINGATE RANDY D	13641 PECAN PL	MORENO V	92553	332.40	33.24	65.82	431.44
93942795005	482364012	684277	JIMENEZ, LETICIA	13676	PECAN PL	92553-3856	JIMENEZ LETICIA	13676 PECAN PL	MORENO V	92553	409.51	40.95	81.08	531.54
31177415003	482364014	684277	MARTINEZ, FREDDY	13700	PECAN PL	92553-5300	OGWO ABIGAEL O	26289 TASMAN ST	MORENO V	92555	174.45	17.45	34.54	226.42
57963335002	482364016	684277	RIVAS, LAURA (RENT)	13724	PECAN PL	92553-5300	TRAN TUAN	23331 RIDGELINE RD	DIAMOND	91765	205.40	20.54	40.67	266.60
31567825009	482365001	684277	ALVAREZ, CRUZ	13747	PECAN PL	92553-5302	ALVAREZ CRUZ	22487 BAY AVE	MORENO V	92553	255.29	25.53	50.55	331.36
93080085003	487410032	684277	SUTTON, VIVIAN	26024	PECK ST	92555-2803	SUTTON PAUL	26024 PECK ST	MORENO V	92553	155.29	15.53	30.75	201.56
83015415002	487530014	684277	MUSWASWA, ERIC AND WANDA	26524	PEGASUS WAY	92555-3817	MUSWASWA ERIC M	26524 PEGASUS WAY	MORENO V	92555	191.66	19.17	37.95	248.76

95851165008	487530012	684277	LOPEZ, MARIA (RENT)	26552	PEGASUS WAY	92555-3817	NUYEN HOWARD	5 MORNING WOOD DR	LAGUNA N	92677	83.46	8.346	16.53	108.32
31205255005	486480045	684277	JOHNSON, PEGGY	16018	PELICAN LN	92551-1656	CARDENAS FABIOLA PEREZ	1253 S SOMERSET ST	EL MONTE	91732	191.77	19.18	37.97	248.90
31593125002	486480028	684277	ALVIDREZ, ALICE	16023	PELICAN LN	92551-1656	ALVIDREZ ALICE	16023 PELICAN LN	MORENO V	92555	255.29	25.53	50.55	331.36
92413645000	486480046	684277	SYMEOU, JOHN (OWNR)	16028	PELICAN LN	92551-1656	SYMEOU ANDREAS	16028 PELICAN LN	MORENO V	92551	128.14	12.81	25.37	166.32
88275535002	291552006	684277	CENTENO, JAVIER	12780	PEMBRIDGE DR	92553-1812	CENTENO FRANCISCO JAVIER	12780 PEMBRIDGE DR	MORENO V	92553	255.18	25.518	50.53	331.22
87151445005	291552008	684277	SALMAN, CLAUDIA (RENT)	12800	PEMBRIDGE DR	92553-2858	RODRIGUEZ ABRAHAM	12800 PEMBRIDGE DR	MORENO V	92553	255.40	25.54	50.57	331.50
31287775004	486480022	684277	WHITEHEAD, BAHJAH (RENT)	16045	PENINSULA CT	92551-1646	NGUYEN HUYEN	16045 PENINSULA CT	MORENO V	92555	332.64	33.26	65.86	431.76
95333315006	486480018	684277	ROBBINS, MELVIN (OWNR)	16085	PENINSULA CT	92551-1646	ROBBINS MELVIN	16085 PENINSULA CT	MORENO V	92551	255.40	25.54	50.57	331.50
86883065003	486480017	684277	RODRIGUEZ, CHARLES (RENT)	16095	PENINSULA CT	92551-1646	WEISS FRED	16095 PENINSULA CT	MORENO V	92555	73.63	7.36	14.58	95.56
63892875001	486480016	684277	ANDERSON, JANET HILL AND KELA	16098	PENINSULA CT	92551-1646	ANDERSON KELAN	16098 PENINSULA CT	MORENO V	92551	332.64	33.26	65.86	431.76
97334245007	292022024	684277	FIERRO, AUDREY	12504	PENSKE ST	92553-5207	HULL KEVIN	12504 PENSKE ST	MORENO V	92553	255.29	25.53	50.55	331.36
97121055007	292023019	684277	CLAIRE, TERESA (RENT)	12565	PENSKE ST	92553-5208	VEGA ZOILA ROSA	12565 PENSKE ST	MORENO V	92553	128.14	12.81	25.37	166.32
31645375007	292023020	684277	MORENO, LEONARDO	12579	PENSKE ST	92553-5208	MORENO SILVIA S	12579 PENSKE ST	MORENO V	92553	255.18	25.518	50.53	331.22
89893875009	292023022	684277	OCHOA, JOSE J	12603	PENSKE ST	92553-5261	CORTEZ BLANCA	1420 E EDINGER STE 107	SANTA AN	92705	256.05	25.61	50.70	332.34
97144105009	292034006	684277	CAFFEY, LINDA (RENT)	12699	PENSKE ST	92553-5210	LYON THOMAS J	152778 MAHIMAHI ST	PAHOA HI	96778	127.77	12.78	25.30	165.84
49706775003	485033056	684277	REYNOSO, LUIS	15058	PEPPER CT	92551-7664	REYNOSO LUIS	15058 PEPPER CT	MORENO V	92551	182.32	18.23	36.10	236.64
88276483000	485033054	684277	SANCHEZ, LINDA	15082	PEPPER CT	92551-7664	AGUAYO LUIS	26340 MOUNTAIN RANCH RD	MORENO V	92555	255.40	25.54	50.57	331.50
49389665001	485033052	684277	CONDE, ROBERTO AND MARIA	15104	PEPPER CT	92551-3624	CONDE ROBERTO	1321 DESERET AVE	BARSTOW	92311	255.29	25.53	50.55	331.36
31149155006	485032024	684277	LLAMAS, MARGARITA (RENT)	15125	PEPPER CT	92551-7662	RODMAN KRISTINE M	9069 CAJALCO RD	CORONA C	92881	55.40	5.54	10.97	71.9
31563655003	485032026	684277	PULIDO, MARISOL (OWNR)	15141	PEPPER CT	92551-7662	PULIDO MARISOL	15141 PEPPER CT	MORENO V	92551	255.40	25.54	50.57	331.50
93804255000	485033047	684277	RODARTE, LUCIANA	15150	PEPPER CT	92551-3624	RODARTE LUCIANA	15150 PEPPER CT	MORENO V	92551	255.29	25.53	50.55	331.36
96457685004	485033046	684277	AVILA, MARIA	15160	PEPPER CT	92551-3624	AVILA RESENDIZ ELADIO	15160 PEPPER CT	MORENO V	92551	332.64	33.26	65.86	431.76
95220555004	485033038	684277	GONZALES, SANDRA	15254	PEPPER CT	92551-7665	GONZALEZ SANDRA ARACELI	15254 PEPPER CT	MORENO V	92551	332.64	33.26	65.86	431.76
55646825002	260222019	684277	FOSTER, LAKEYTA (RENT)	10633	PEPPER RIDGE LN	92557-2958	LY COLLIN	19002 STEWART CT	ROWLAND	91748	53.04	5.30	10.50	68.84
74727915008	291191016	684277	MUNGUIA, MARIA	13899	PEPPER ST	92553-8237	MUNGUIA ROSALIO	13899 PEPPER ST	MORENO V	92553	255.29	25.53	50.55	331.36
62677765000	291191017	684277	HERNANDEZ, OLGA	13903	PEPPER ST	92553-8240	CHAVARIN IRENE	13903 PEPPER ST	MORENO V	92553	255.29	25.53	50.55	331.36
95043565008	291191018	684277	FOX, DEXTER (OWNR)	13923	PEPPER ST	92553-8240	FOX DEXTER	13923 PEPPER ST	MORENO V	92553	332.64	33.26	65.86	431.76
63003175002	291191019	684277	CHAVEZ, CATALINA	13931	PEPPER ST	92553-8240	CHAVEZ JOSE P	13931 PEPPER ST	MORENO V	92553	255.29	25.53	50.55	331.36
66963385000	479561002	684277	WOODS, MARY	13011	PEPPERBUSH DR	92553-6800	WOODS MICHAEL	13011 PEPPERBUSH DR	MORENO V	92553	332.40	33.24	65.82	431.44
58447915003	479561003	684277	ACEVEDO, RAFAEL	13023	PEPPERBUSH DR	92553-6800	ACEVEDO RAFAEL	13023 PEPPERBUSH DR	MORENO V	92553	255.29	25.53	50.55	331.36
94491175002	479561005	684277	HARRIS, TRAVETTE	13047	PEPPERBUSH DR	92553-6800	HARRIS TRAVETTE M	13047 PEPPERBUSH DR	MORENO V	92553	90.90	9.09	18.00	117.98
31497545008	479571004	684277	CARILLO, ANA	13198	PEPPERBUSH DR	92553-0810	CARRILLO RAFAEL	13198 PEPPERBUSH DR	MORENO V	92553	255.29	25.53	50.55	331.36
93149993005	479642019	684277	GRABILL, TRACEY (RENT)	13308	PEPPERBUSH DR	92553-6849	SANCHEZ OSCAR	13308 PEPPERBUSH DR	MORENO V	92553	148.20	14.82	29.34	192.36
31259075000	474471023	684277	PEREZ, ALFREDO	24414	PEPPERMILL DR	92557-3024	PEREZ ALFREDO L	24414 PEPPERMILL DR	MORENO V	92557	284.20	28.42	56.27	368.88
70828045001	474472011	684277	OGBOGU, JONATHAN	24475	PEPPERMILL DR	92557-3027	OGBOGU JONATHAN N	24475 PEPPERMILL DR	MORENO V	92557	255.40	25.54	50.57	331.50
31294715003	474472012	684277	RODRIGUEZ, LUZ M (OWNR)	24487	PEPPERMILL DR	92557-3027	RODRIGUEZ LUZ M	24487 PEPPERMILL DR	MORENO V	92557	289.81	28.98	57.38	376.16
31350405008	474511001	684277	BALLARD, CAROL	24516	PEPPERMILL DR	92557-3053	BALLARD CAROLYN A	24516 PEPPERMILL DR	MORENO V	92557	255.29	25.53	50.55	331.36
97107975003	482443027	684277	RIVERA, MYRA (RENT)	14229	PERHAM CT	92553-6769	CHACON CARLOS JOSE	765 N MAIN ST	CORONA C	92880	63.63	6.363	12.60	82.58
91965203002	482312002	684277	SMITH, DONNA (RENT)	14359	PERHAM DR	92553-3581	ANDRADE FINANCIAL	2060 E ROUTE 66 NO 101	GLENDORA	91740	205.40	20.54	40.67	266.60
31610725008	482281007	684277	GARRETT, BOBBIE AND ANA	14395	PERHAM DR	92553-3581	ALZAGA VERONICA	14395 PERHAM DR	MORENO V	92553	255.29	25.53	50.55	331.36
97024995006	482271009	684277	MENDOZA, JOSE (OWNR)	14543	PERHAM DR	92553-3560	AGUILAR JOSE LUCAS M	14543 PERHAM DR	MORENO V	92553	235.03	23.50	46.54	305.06
31144045001	482271006	684277	STEVENS, STEPHANIE	14579	PERHAM DR	92553-3560	GALVAN VICTORIA	14579 PERHAM DR	MORENO V	92553	255.29	25.53	50.55	331.36
31243655002	482271001	684277	RUBAL, GRISELDA	14623	PERHAM DR	92553-3562	RUBAL RAMON	14623 PERHAM DR	MORENO V	92553	255.29	25.53	50.55	331.36
91020243008	482302011	684277	RENDON, SANDRA (RENT)	14645	PERHAM DR	92553-3562	LUNA MIRABELLA	14645 PERHAM DR	MORENO V	92553	25.54	2.55	5.06	33.14
57613585000	482302008	684277	HENDERSON, DAVID AND THERES	14675	PERHAM DR	92553-3562	LAM AMY	14675 PERHAM DR	MORENO V	92553	191.66	19.17	37.95	248.76
75051825001	482303006	684277	RAMIREZ, MELODY	14690	PERHAM DR	92553-3564	RAMIREZ MELODY	14690 PERHAM DR	MORENO V	92553	255.29	25.53	50.55	331.36
31128965000	482302003	684277	ARMSTRONG, DASHAWN (RENT)	14725	PERHAM DR	92553-3556	HALL ROSALYNE	14725 PERHAM DR	MORENO V	92553	63.63	6.363	12.60	82.58
31309455003	482302002	684277	CORREA, LORENZO	14735	PERHAM DR	92553-3556	CORREA LORENZO	P O BOX 173	MIRA LOM	91752	191.66	19.17	37.95	248.76
62182445009	482302001	684277	ABEYTA, BETTY	14745	PERHAM DR	92553-3556	ABEYTA BETTY	14745 PERHAM DR	MORENO V	92553	255.29	25.53	50.55	331.36
31071675003	482383003	684277	BUCHANAN, KEN	14767	PERHAM DR	92553-3651	BUCHANAN KENNETH L	14767 PERHAM DR	MORENO V	92553	49.13	4.913	9.73	63.76
31535415002	482384020	684277	GIBSON, MARTHA	14802	PERHAM DR	92553-7699	ADAMS GIBSON MARTHA ANN	14802 PERHAM CT	MORENO V	92553	255.29	25.53	50.55	331.36
49297895008	482382013	684277	PADILLA, ROBERT (OWNR)	14854	PERHAM DR	92553-3662	PADILLA MARCELINO	14854 PERHAM DR	MORENO V	92553	88.96	8.90	17.61	115.46
58637005000	482672004	684277	MONTALVO, JOSE JAUREGUI	14936	PERHAM DR	92553-7645	JAUREGUI JOSE	14936 PERHAM DR	MORENO V	92553	121.66	12.17	24.09	157.90
31121225001	487282007	684277	PARPIDA, CLAUDIA	26225	PERRIER DR	92555-2361	LEW ROBERT K	3612 NORWICH PL	ROWLAND	91748	255.18	25.518	50.53	331.22
62860975008	487293006	684277	AVEN, SHERYL	26285	PERRIER DR	92555-2334	BLAIR REGINALD	26285 PERRIER DR	MORENO V	92555	509.31	50.93	100.84	661.08
31558405006	487293007	684277	MARTINEZ, ROBERTO (OWNR)	26295	PERRIER DR	92555-2334	MARTINEZ ROBERTO	26295 PERRIER DR	MORENO V	92555	255.40	25.54	50.57	331.50
97392945008	475141031	684277	HARRIS, ROBERT	11473	PERRIS BLVD	92557-5660	MANSELL HARNETHIA	14280 PALMEA DR	MORENO V	92553	255.18	25.518	50.53	331.22
31139455004	475150005	684277	HERNANDEZ, MIGUEL (OWNR)	11531	PERRIS BLVD	92557-5662	HERNANDEZ MIGUEL	11531 PERRIS BLV	MORENO V	92557	255.40	25.54	50.57	331.50
90863695007	475220039	684277	GONZALEZ, ELIZABETH	11673	PERRIS BLVD	92557-6537	NGO VAN T	11673 PERRIS BLV	MORENO V	92557	250.07	25.007	49.51	324.58
31216515008	474120009	684277	SANAME, MILFORD	11730	PERRIS BLVD	92557-6538	SANAME MILFORD JAMES JR TRUST	11730 PERRIS BLV	MORENO V	92557	255.40	25.54	50.57	331.50
31467485003	475300025	684277	WALL, CHARLES	11987	PERRIS BLVD	92557-6543	WALL CHARLIE BARTON	27280 DARLENE DR	MORENO V	92555	255.29	25.53	50.55	331.36
96668885004	481200023	684277	DEW, MICHAEL (OWNR) APTS	12777	PERRIS BLVD	92553-4110	DEW MICHAEL S	6291 CENTURY HILL DR	RIVERSIDE	92506	127.92	12.79	25.33	166.04
70943535005	481210050	684277	WILLIAMS, JOSEPH AND SHEILA	12801	PERRIS BLVD	92553-4132	CO MARCELO	16571 SADDLEBROOK LN	MORENO V	92551	133.77	13.377	26.49	173.62
31143805003	479200022	684277	GIBBS, ASHAWNDA	13608	PERRIS BLVD	92553-4307	LLAMAS ERNESTINA	13608 PERRIS BLV	MORENO V	92553	374.01	37.40	74.05	485.46
94277215007	482230022	684277	EDWARDS, WALTER	14739	PERRIS BLVD	92553-7115	EDWARDS WALTER L	14739 PERRIS BLV	MORENO V	92553	255.29	25.53	50.55	331.36

94581005006	316190009	684277	CERDA, MARTHA (RENT)	17111	PERRIS BLVD	92551-9517	WEN CHRIS HONG MING	10411 JEROME ST	VILLA PARK	92861	141.82	14.18	28.08	184.08
31054165006	481200022	684277	GARCIA, ESMARIA (RENT) APTS	12765	PERRIS BLVD UNIT B	92553-2362	CO MARCELO	16571 SADDLEBROOK LN	MORENO V	92551	390.65	39.07	77.35	507.06
68041045005	482396011	684277	ALEXANDER, GREGORY	13516	PERSIMMON RD	92553-5306	HIGH ALEXANDER HEIDI	13516 PERSIMMON RD	MORENO V	92553	255.29	25.53	50.55	331.36
90213345009	482396007	684277	ZULUETA, LOUISE	13570	PERSIMMON RD	92553-5306	ZULUETA LOUISE	13570 PERSIMMON RD	MORENO V	92553	255.29	25.53	50.55	331.36
31108355000	482396003	684277	BELLAMY, TRACIE (RENT)	13612	PERSIMMON RD	92553-3858	ULA NAZMUL	8125 GEORGETOWN AVE	LOS ANGEL	90045	255.40	25.54	50.57	331.50
1.00345E+11	482361007	684277	RILEY, ERIKA	13666	PERSIMMON RD	92553-3858	WILLIAMS ERIKA	13666 PERSIMMON RD	MORENO V	92553	255.40	25.54	50.57	331.50
55234645005	487381014	684277	FLEWELLEN, CATHERINE	26438	PETALUMA AVE	92555-2463	FLEWELLEN CATHERINE	26438 PETALUMA AVE	MORENO V	92555	191.66	19.17	37.95	248.76
31108755006	304090029	684277	BROWN, JADA (OWRN)	14830	PETE DYE ST	92555-6330	HORTON BONNIE AUGUSTA	301 EDGEWOOD DR	WINGATE	28174	255.40	25.54	50.57	331.50
84448085003	304090014	684277	SCOTT, LA RHONDA	14831	PETE DYE ST	92555-6330	SCOTT LA RHONDA MARIE	14831 PETE DYE ST	MORENO V	92555	255.29	25.53	50.55	331.36
31179985009	304090031	684277	PLACCHI, JENNIFER	14850	PETE DYE ST	92555-6331	BONENFANT CHRISTOPHER M	14850 PETE DYE ST	MORENO V	92555	255.29	25.53	50.55	331.36
31311875001	304090007	684277	MORLEY, RONALD	14901	PETE DYE ST	92555-6334	MORTLEY HUGO	841 SEQUOIA CIR	MONROVI	91016	255.40	25.54	50.57	331.50
61279585004	304090038	684277	SANDERWALKER, ROBERT	14920	PETE DYE ST	92555-6333	VANDERWALKER ROBERT WILLIAM	14920 PETE DYE ST	MORENO V	92555	255.29	25.53	50.55	331.36
92172765006	304090039	684277	ADAMSON, CANDICE (RENT)	14930	PETE DYE ST	92555-6333	ADAMSON CANDICE	14930 PETE DYE ST	MORENO V	92555	255.40	25.54	50.57	331.50
31238775007	304090040	684277	BASS, LATRICIA	14940	PETE DYE ST	92555-6333	BASS LATRICIA	25790 VIA QUINTO ST	MORENO V	92551	155.29	15.53	30.75	201.56
95592085005	304090003	684277	PEREZ, LIBARDO	14941	PETE DYE ST	92555-6334	PEREZ LIBRADO Y	14941 PETE DYE ST	MORENO V	92555	191.77	19.18	37.97	248.90
64914135008	488230002	684277	HERRERA, CHERYL	12038	PETTIT ST	92555-5406	GONZALEZ JUAN FABRIZIO	12038 PETTIT ST	MORENO V	92555	255.18	25.518	50.53	331.22
31412765000	478341007	684277	PALOMAREZ, MARYJANE	13783	PEYTON DR	92555-6137	PALOMAREZ MARYJANE	13783 PEYTON DR	MORENO V	92555	97.29	9.73	19.26	126.28
91124863007	482631005	684277	CARDOZO, SALVADOR (RENT)	13815	PHEASANT KNOLL LN	92553-3877	MARTINEZ MANUEL RICO	13815 PHEASANT KNOLL LN	MORENO V	92553	255.40	25.54	50.57	331.50
93395205000	482631009	684277	RENTERIA, JULIO (OWNR)	13867	PHEASANT KNOLL LN	92553-3877	RENTERIA JULIO	13867 PHEASANT KNOLL LN	MORENO V	92553	255.29	25.53	50.55	331.36
31262315004	482631012	684277	TAMAYO, GINO (OWNR)	13907	PHEASANT KNOLL LN	92553-3880	TAMAYO GINO H	13907 PHEASANT KNOLL LN	MORENO V	92553	255.29	25.53	50.55	331.36
31603165000	482633016	684277	FIELDS, LEANDRE	13914	PHEASANT KNOLL LN	92553-5330	FIELDS LE ANDRE	13914 PHEASANT KNOLL LN	MORENO V	92553	255.29	25.53	50.55	331.36
93821295006	482631017	684277	CRUZ, NELSON (RENT)	13961	PHEASANT KNOLL LN	92553-3880	KIMBROUGH ALEXANDRA	13961 PHEASANT KNOLL LN	MORENO V	92553	49.95	4.995	9.89	64.82
95301275001	482596009	684277	THOMAS, TIMOTHY	14409	PHILO ST	92553-5894	BRAZIER ARLENA	19733 ALONDA DR	CARSON C	90746	332.16	33.216	65.77	431.14
75402185000	482581009	684277	ESCALERA, JUAN	14527	PHILO ST	92553-5823	ESCALERA JUAN	14527 PHILO ST	MORENO V	92553	186.79	18.68	36.98	242.44
97431825009	482581005	684277	CHAVIRA, GLORIA (RENT)	14575	PHILO ST	92553-5823	ENTRUST ADMINSTRATION INC	555 12TH ST NO 1250	OAKLAND	94607	27.53	2.753	5.45	35.72
92955923001	291161011	684277	RANGEL, JACOB (RENT)	13649	PHYLLIS AVE	92553-8344	CLARENCE KENNETH T	6753 LONICERA ST	CARLSBAD	92011	238.06	23.81	47.14	309
92637253005	484264014	684277	RODRIGUEZ, GUADALUPE	25332	PICASSO CT	92553-7101	RODRIGUEZ GUADALUPE	25332 PICASSO CT	MORENO V	92553	128.03	12.80	25.35	166.18
91686753008	474710003	684277	CRUZ, MIGUEL	25300	PICO VISTA WAY	92557-5221	CRUZ MIGUEL ANTONIO	25300 PICO VISTA WAY	MORENO V	92557	255.29	25.53	50.55	331.36
31372015004	304481010	684277	FELTENBERGER, MARK (RENT)	14570	PIEDMONT DR	92555-5739	THR CALIF	291 CORPORATE TERRACE CIR	CORONA C	92879	90.69	9.07	17.96	117.70
95486515000	259140005	684277	COLHOU, FRANCES (RENT)	8671	PIGEON PASS RD	92557-0702	MSC DEV INC	7375 KINGSLEY WAY	RIVERSIDE	92504	248.75	24.88	49.25	322.86
88417735008	264110011	684277	TORO, EDUARDO	11455	PIGEON PASS RD	92557-4712	GT INV INC	11236 HERMINIA CT	MORENO V	92555	461.22	46.122	91.32	598.66
93933753002	256306020	684277	LOBATO, ALONSO	11650	PIMLICO WAY	92557-8553	LOBATO ALONSO G	4242 PEARL CIRCLE	CYPRESS C	90630	159.31	15.93	31.54	206.78
95482395004	256306024	684277	SALERA, SANDRA	11690	PIMLICO WAY	92557-8553	SALERA EDGARDO A	11690 PIMLICO WAY	MORENO V	92557	332.40	33.24	65.82	431.44
92427483003	260136004	684277	COOK, BLANCHE	23837	PINE FIELD DR	92557-3917	COOK BLANCHE M	23837 PINE FIELD DR	MORENO V	92557	255.29	25.53	50.55	331.36
92532175005	260132001	684277	VEYNA, JOSE	23886	PINE FIELD DR	92557-3916	VEYNA JOSE M	23886 PINE FIELD DR	MORENO V	92557	255.29	25.53	50.55	331.36
91573205004	260136001	684277	JACKSON, KELLEY	23889	PINE FIELD DR	92557-3917	JACKSON WILLIAM EDWIN	23889 PINE FIELD DR	MORENO V	92557	255.29	25.53	50.55	331.36
1.01593E+11	260144010	684277	SAUCEDO, ROBERT (RENT)	23899	PINE FIELD DR	92557-3917	HOGAN RONALD	4936 WESTMONT ST	RIVERSIDE	92507	179.04	17.90	35.45	232.38
99777733002	260141027	684277	EDMONDS,ADRENA	23910	PINE FIELD DR	92557-3900	EDMONDS ADRENA BERNIECE	9277 ARCHWOOD CT	RIVERSIDE	92508	332.40	33.24	65.82	431.44
93645333001	260141026	684277	MILLER, MAUREEN AND ROBERT	23920	PINE FIELD DR	92557-3900	MILLER ROBERT E	23920 PINE FIELD DR	MORENO V	92557	128.03	12.80	25.35	166.18
87842045003	260141022	684277	STEVENS, BRENDA	23960	PINE FIELD DR	92557-3900	STEVENS BRENDA FAYE	23960 PINE FIELD DR	MORENO V	92557	255.40	25.54	50.57	331.50
31064205007	260221055	684277	BELL, LATOYA	23959	PINE SMOKE PL	92557-2959	BELL PATRICIA	23959 PINE SMOKE PL	MORENO V	92557	255.29	25.53	50.55	331.36
1.01103E+11	304391008	684277	BARNES, TAMARA	15014	PINE VALLEY CIR	92555-6340	BARNES TIMOTHY	15014 PINE VALLEY CIR	MORENO V	92555	255.29	25.53	50.55	331.36
80527505000	479351018	684277	GAINER, RONALD (RENT)	12781	PINEBROOK CT	92553-4744	LOUDEN	5440 TRABUCO RD NO 200	IRVINE CA	92620	256.24	25.62	50.74	332.58
55774535003	479351026	684277	WALKER, KEISHA (RENT)	12784	PINEBROOK CT	92553-4744	CARBALLO EVELYN C	18715 VICTORY BLV	RESEDA C	91335	60.40	6.04	11.96	78.38
80396605009	479351025	684277	BARAJAS, RAYMOND (OWNR)	12796	PINEBROOK CT	92553-4744	BARAJAS DOROTEO RAMON	12796 PINEBROOK CT	MORENO V	92553	282.86	28.29	56.01	367.14
95048565007	479351013	684277	VILLALOBOS, ELVIS	12832	PINEBROOK CT	92553-1214	SALCEDO RAFAEL A	12832 PINEBROOK CT	MORENO V	92553	75.40	7.54	14.93	97.86
90429143003	304172055	684277	MC DANIEL, BENNIE O	15660	PININA CT	92555-4938	MCDANIEL BENNIE	15660 PININA CT	MORENO V	92555	332.40	33.24	65.82	431.44
74886035007	304172059	684277	GONZALEZ, EMILY	15669	PININA CT	92555-4938	GONZALEZ GABRIEL	15669 PININA CT	MORENO V	92555	332.16	33.216	65.77	431.14
66994735002	264361036	684277	DUBON, GUS	11643	PINTAIL CT	92557-5435	DUBON GUSTAVO A	11643 PINTAIL CT	MORENO V	92557	255.29	25.53	50.55	331.36
90116065002	264361038	684277	ASPER, ALVIE (OWNR)	11651	PINTAIL CT	92557-5435	ASPRER ALVIE C	11651 PINTAIL CT	MORENO V	92557	182.40	18.24	36.12	236.74
80395765007	264361029	684277	VASQUEZ, ISRAEL	11672	PINTAIL CT	92557-5434	VAZQUEZ ISRAEL	11672 PINTAIL CT	MORENO V	92557	255.40	25.54	50.57	331.50
97360655005	264361042	684277	STEWART, SHANNON (RENT)	11703	PINTAIL CT	92557-5436	FERNHOLZ CLAUDE A	11703 PINTAIL CT	MORENO V	92557	63.63	6.363	12.60	82.58
97360655010	264361039	684277	HINES, LISA (RENT)	11673	PINTAIL CT	92557-5436	MINDREAU RONALD J	#REF!	#REF!	#REF!	109.80	10.98	21.74	142.52
66270185002	487041007	684277	GARCIA, MARY	26046	PINZON CT	92555-1804	QUINTON HOLIS M	26046 PINZON CT	MORENO V	92555	255.29	25.53	50.55	331.36
85418055001	487041009	684277	RICE, SHEILA AND JOSEPH	26070	PINZON CT	92555-1804	RICE JOSEPH	26070 PINZON CT	MORENO V	92555	255.29	25.53	50.55	331.36
31450825008	264243014	684277	JACOBSEN, HARRY	11185	PIONEER RIDGE RD	92557-4808	JACOBSEN ANGELA J	11185 PIONEER RIDGE RD	MORENO V	92557	332.40	33.24	65.82	431.44
31414835002	264214001	684277	DICKERSON, B JEWELL AND B	11221	PIONEER RIDGE RD	92557-4808	DICKERSON BRETT	11221 PIONEER RIDGE RD	MORENO V	92557	255.29	25.53	50.55	331.36
81138555004	264214003	684277	ALLEN, CALVIN	11261	PIONEER RIDGE RD	92557-4808	ALLEN CALVIN	11261 PIONEER RIDGE RD	MORENO V	92557	255.29	25.53	50.55	331.36
66454775008	479431019	684277	ROBERSON, MAURICE	25775	PIZZARO CT	92557-7744	ROBERSON MAURICE	25775 PIZZARO CT	MORENO V	92557	332.40	33.24	65.82	431.44
31535355004	296151018	684277	MCCOMB, CHERYL	13588	PLATO DR	92553-9656	MCCOMB CHERYL	13588 PLATO DR	MORENO V	92553	255.29	25.53	50.55	331.36
31087765000	296151021	684277	HARISTON, REGINALD (RENT)	13601	PLATO DR	92553-9685	SALCEDO NICHOLAS A	13601 PLATO DR	MORENO V	92553	255.40	25.54	50.57	331.50
31090775002	296161067	684277	MORA, BELEN (RENT)	13633	PLATO DR	92553-9657	PLATO DRIVE TRUST	231 E ALESSANDRO BL NO A	RIVERSIDE	92508	46.50	4.65	9.21	60.34
31502315003	296161068	684277	LANGSTON, BILL	13637	PLATO DR	92553-9657	LANGSTON BILLY JOE	13637 PLATO DR	MORENO V	92553	255.29	25.53	50.55	331.36
69701685008	296161004	684277	SUBIA, MARGIE	13673	PLATO DR	92553-9658	SUBIA MARGIE A	13673 PLATO DR	MORENO V	92553	23.31	2.33	4.62	30.24
87940945006	296161006	684277	FLORES, BRANDY (OWNR)	13697	PLATO DR	92553-9658	FLORES JEFFREY JOHN	13697 PLATO DR	MORENO V	92553	255.40	25.54	50.57	331.50

88766633009	291233022	684277	ALCANTAR, YESENIA (RENT)	13612	PLAYER CT	92553-8648	RAMIREZ LUZ	293 SAINT ELMOS CT	PERRIS CA	92571	284.30	28.43	56.29	369.02
31139295008	291233018	684277	SAHAGUN, EDGAR	13662	PLAYER CT	92553-8648	CAMARENA ELIBERTO	13662 PLAYER CT	MORENO V	92553	255.18	25.518	50.53	331.22
97110635009	291233017	684277	GUERRERO, SONIA (RENT)	13676	PLAYER CT	92553-8648	LEDESSMA ANA	13676 PLAYER CT	MORENO V	92553	255.40	25.54	50.57	331.50
94050355008	474451016	684277	CLARK, DAVID	24137	PLEASANT RUN RD	92557-4031	CLARK DAVID P	24137 PLEASANT RUN RD	MORENO V	92557	255.29	25.53	50.55	331.36
93163023000	474451017	684277	DOUGLAS, JOSEPH AND LISA	24151	PLEASANT RUN RD	92557-4031	DOUGLAS LISA T	24151 PLEASANT RUN RD	MORENO V	92557	255.40	25.54	50.57	331.50
89386453002	474451020	684277	FLORES, ARMANDO	24191	PLEASANT RUN RD	92557-4031	FLORES ARMANDO	24191 PLEASANT RUN RD	MORENO V	92557	255.29	25.53	50.55	331.36
93633065003	474451021	684277	BREAU, JERRENE	24205	PLEASANT RUN RD	92557-4031	BREAUX SHERMAN	24205 PLEASANT RUN RD	MORENO V	92557	255.29	25.53	50.55	331.36
93660525000	312310006	684277	AGUIRRE, TONY	25337	PLUMERIA LN	92551-2579	AGUIRRE TONY	25337 PLUMERIA LN	MORENO V	92551	65.87	6.59	13.04	85.48
31426265005	312313020	684277	BROWN, MICHAEL (RENT)	25348	PLUMERIA LN	92551-2425	BROWN MICHAEL O	25348 PLUMERIA LN	MORENO V	92551	91.66	9.17	18.15	118.96
82205665007	312183006	684277	RASMUSSEN, ROBERTA	25429	PLUMERIA LN	92551-2562	ALLAN BRIAN F	25429 PLUMERIA LN	MORENO V	92551	79.20	7.92	15.68	102.80
31288025000	474541030	684277	MELENDREZ, ALEX	24741	PLUMTREE CT	92557-4132	MELENDREZ ALEX A	24741 PLUMTREE CT	MORENO V	92557	332.64	33.26	65.86	431.76
31408075003	474541034	684277	AVILA, ALICIA BERTHA (OWNR)	24783	PLUMTREE CT	92557-4132	AVILA ALICIA BERTHA	24783 PLUMTREE CT	MORENO V	92557	255.40	25.54	50.57	331.50
96842495007	474541037	684277	DIXON, BRENDA	24800	PLUMTREE CT	92557-4132	DIXON REGINALD	24800 PLUMTREE CT	MORENO V	92557	83.40	8.34	16.51	108.24
96738215006	474541036	684277	BANKS, MICHAEL	24801	PLUMTREE CT	92557-4132	BANKS MICHAEL H	24801 PLUMTREE CT	MORENO V	92557	58.03	5.80	11.49	75.32
31297805007	487361036	684277	RICKS, YVETTE	13136	POCONO CT	92555-2414	RICKS RENEE	13136 POCONO CT	MORENO V	92555	255.18	25.518	50.53	331.22
51305555005	487361038	684277	RAMIREZ, MARIA	13156	POCONO CT	92555-2414	RAMIREZ MARIA	13156 POCONO CT	MORENO V	92555	255.29	25.53	50.55	331.36
94837015000	487361031	684277	LARA-TELLEZ, DAVID	13159	POCONO CT	92555-2415	LARA TELLEZ DAVID A	13159 POCONO CT	MORENO V	92556	255.29	25.53	50.55	331.36
94484575003	487361030	684277	TORRES, PEDRO	13169	POCONO CT	92555-2415	TORRES PEDRO	13169 POCONO CT	MORENO V	92555	255.29	25.53	50.55	331.36
88085093007	487361040	684277	NEWSON, TIM	13176	POCONO CT	92555-2414	NEWSOM TIMOTHY JOE	13176 POCONO CT	MORENO V	92555	255.29	25.53	50.55	331.36
31600925007	487361042	684277	PERRY, CHRISTINA (RENT)	13196	POCONO CT	92555-2414	PERRY CRISTINA A	13196 POCONO CT	MORENO V	92555	59.18	5.92	11.72	76.80
31146845008	316222005	684277	FLORES, CARMEN	24550	POLARIS DR	92551-7486	MORENO RAUL	24550 POLARIS DR	MORENO V	92551	255.40	25.54	50.57	331.50
92986013000	316221011	684277	QUINN, QUINCY (RENT)	24555	POLARIS DR	92551-7486	CHAU JACK CHUNGYEE	1884 S OAKGATE ST	MONTERE	91755	265.74	26.57	52.62	344.92
31595655005	316221009	684277	THOMAS, GWENDELYN (RENT)	24575	POLARIS DR	92551-7486	TRAN TONY H	24575 POLARIS DR	MORENO V	92551	165.00	16.50	32.67	214.16
52989755003	316221005	684277	JACKSON, DAMION	24615	POLARIS DR	92551-7487	BRADSHAW ANASTASIA NICOLE	24615 POLARIS DR	MORENO V	92551	31.77	3.177	6.29	41.22
31127145005	316221004	684277	GOMEZ, LILIANA (OWNR)	24625	POLARIS DR	92551-7487	GOMEZ LILIANA EVA	24625 POLARIS DR	MORENO V	92551	174.17	17.42	34.49	226.06
31373685001	487014013	684277	GOMEZ, PATRICIA	12247	PONCE DE LEON DR	92557-7712	GOMEZ PATRICIA B	12247 PONCE DE LEON DR	MORENO V	92557	255.29	25.53	50.55	331.36
91138413002	308573001	684277	SPEARMAN, CHARZETTA (RENT)	15611	PONCHA SPRINGS WAY	92555-4975	NGUYEN ANH	19882 KRAMERIA AVE	RIVERSIDE	92508	95.40	9.54	18.89	123.82
80913275000	308572024	684277	NGO, HUY (RENT)	15616	PONCHA SPRINGS WAY	92555-4973	TRAN SON HOANH	15616 PONCHA SPRINGS WAY	MORENO V	92555	128.14	12.81	25.37	166.32
58817055007	260154016	684277	CANO, ERIK (OWNR)	10949	POPPY FIELD CIR	92557-3912	CANO ERIK	825 DOYLE AVE	REDLANDS	92374	55.40	5.54	10.97	71.90
97154605003	260154014	684277	GREY, CHARLES (RENT)	10960	POPPY FIELD CIR	92557-3912	THOMPSON STEVEN C	10960 POPPY FIELD CIR	MORENO V	92557	255.40	25.54	50.57	331.50
31468715003	485152001	684277	GREEN, JOHNNIE (RENT)	24031	POPPYSTONE DR	92551-7603	CARR STEPHANIE TRINAY	17622 MULBERRY DR	CARSON C	90746	57.00	5.70	11.29	73.98
89737093002	485152005	684277	GONZALEZ, ALFREDO (OWNR)	24063	POPPYSTONE DR	92551-7603	GONZALEZ ALFREDO	24063 POPPYSTONE DR	MORENO V	92551	31.77	3.18	6.29	41.22
53517055008	485152007	684277	GONZALEZ, VALERIE (RENT)	24077	POPPYSTONE DR	92551-7603	YACOOB ALMAS	24077 POPPYSTONE DR	MORENO V	92551	267.81	26.78	53.03	347.60
64887315008	485151008	684277	GONZALES, JESSICA	24084	POPPYSTONE DR	92551-7604	GONZALEZ GERMAN	24084 POPPYSTONE DR	MORENO V	92551	194.10	19.41	38.43	251.94
31206775004	485152008	684277	PARRAS, NINA	24085	POPPYSTONE DR	92551-7603	PORRAS JESUS A	24085 POPPYSTONE DR	MORENO V	92551	150.29	15.03	29.76	195.06
92530613007	485153010	684277	MARTINEZ, CORRINE	24125	POPPYSTONE DR	92551-7644	MARTINEZ FREDRICK MICHAEL	24125 POPPYSTONE DR	MORENO V	92551	82.64	8.264	16.36	107.26
80500445000	485151014	684277	PEREZ, CHRISTIAN (RENT)	24132	POPPYSTONE DR	92551-7643	BARONA DANIEL A	24132 POPPYSTONE DR	MORENO V	92551	148.79	14.879	29.46	193.12
92994175007	485153006	684277	PULIDO, MARISELA	24155	POPPYSTONE DR	92551-7644	PULIDO MARISELA	24155 POPPYSTONE DR	MORENO V	92551	38.77	3.877	7.68	50.32
98191085013	485151018	684277	JOHNSON, CORETTA (RENT)	24164	POPPYSTONE DR	92551-7643	WEI FU	24164 POPPYSTONE DR	MORENO V	92551	133.60	13.36	26.45	173.40
31531705000	485151019	684277	TAYLOR, ERICA (RENT)	24172	POPPYSTONE DR	92551-7643	ALVAREZ ALLAN	24172 POPPYSTONE DR	MORENO V	92551	85.69	8.569	16.97	111.22
52390355008	485153003	684277	MARTIN, SHARRON	24179	POPPYSTONE DR	92551-7634	LEAL RODOLFO	24179 POPPYSTONE DR	MORENO V	92551	255.29	25.53	50.55	331.36
31141425007	485151021	684277	EMEZUO, HENRY	24188	POPPYSTONE DR	92551-5121	EMEZUO HENRY N	24188 POPPYSTONE DR	MORENO V	92551	255.29	25.53	50.55	331.36
31257935004	484060041	684277	CHURCHILL, EARLEEN	14151	PORT ROYAL PL	92553-2916	CHURCHILL GARY L	14151 PORT ROYAL PL	MORENO V	92553	255.40	25.54	50.57	331.50
96058255000	484060048	684277	ODOM, RAMONA (RENT)	14168	PORT ROYAL PL	92553-2915	MEZA JOSE LUIS	14168 PORT ROYAL PL	MORENO V	92553	142.94	14.294	28.30	185.52
31356505004	484060051	684277	CHANDLER, KIMBERLY (RENT)	14196	PORT ROYAL PL	92553-2915	ADELEYE ADENIYI	27597 CORTE DEL SOL	MORENO V	92555	56.33	5.633	11.15	73.1
91328685002	484060036	684277	COBB, LOVITA (RENT)	14197	PORT ROYAL PL	92553-2916	STATEN PAMELA A	27900 JOHN F KENNEDY NO C	MORENO V	92555	93.56	9.36	18.52	121.44
92766025001	292191013	684277	CARILLO, ELENA	12005	POUTOUS CT	92557-8147	CARRILLO ELENA	12005 POUTOUS CT	MORENO V	92557	255.29	25.53	50.55	331.36
49746505006	292206007	684277	BABARACO, MARJORIE	12067	POUTOUS CT	92557-8147	BADARACO MARJORIE	12067 POUTOUS CT	MORENO V	92557	255.29	25.53	50.55	331.36
31366725007	292207001	684277	WILLIAMS, OZIE	12124	POUTOUS CT	92557-8157	BERNARD FELICIA JOYCE	12124 POUTOUS CT	MORENO V	92557	255.29	25.53	50.55	331.36
31289725001	482343031	684277	BURROWS, STEVE	24017	POWELL PL	92553-3573	BURROWS STEVE C	24017 POWELL PL	MORENO V	92553	332.40	33.24	65.82	431.44
91874505003	482343025	684277	SUSS JR, DON	24101	POWELL PL	92553-3565	SUSS DON O	24101 POWELL PL	MORENO V	92553	135.29	13.53	26.79	175.60
75339045004	482343008	684277	ANDERSON, MONIQUE (RENT)	24160	POWELL PL	92553-3568	HERNANDEZ JOSE FRANCISCO	24160 POWELL PL	MORENO V	92553	74.65	7.465	14.78	96.88
62943335007	487412014	684277	DELT, ASHLEY (RENT)	26032	PRADO ST	92555-2807	DUENAS DAVID	19002 STEWART CT	ROWLAND	91748	472.33	47.233	93.52	613.08
61177275005	487410014	684277	MOORE, DYANA (OWN)	26095	PRADO ST	92555-2808	MOORE DYANA L	26095 PRADO ST	MORENO V	92555	255.40	25.54	50.57	331.50
96033155004	487184014	684277	HERNANDEZ, MACARIO (OWNR)	26980	PRAIRIE DOG LN	92555-2024	HERNANDEZ MACARIO C	26980 PRAIRIE DOG LN	MORENO V	92555	255.29	25.53	50.55	331.36
89667033004	308370002	684277	SAUNDERS, FLYNN (RENT)	26358	PRAIRIE LN	92555-2942	PRECIADO IRENE	355 N 3RD ST APT 3	CAMPBELL	95008	128.14	12.81	25.37	166.32
31572915000	308362049	684277	RAMOS, JOSE (RENT)	26365	PRAIRIE LN	92555-2943	TAVAREZ JUAN MANUEL	1010 S MOUNTAIN AVE	ONTARIO	91762	154.48	15.45	30.59	200.50
75986115007	308372009	684277	BRADLEY, GEOFFREY	26402	PRAIRIE LN	92555-2944	BRADLEY MARSHA M	26402 PRAIRIE LN	MORENO V	92555	255.29	25.53	50.55	331.36
90923155002	308371009	684277	GAMEZ, PATRICIA	26473	PRAIRIE LN	92555-2944	MAHRER JAMES	26473 PRAIRIE LN	MORENO V	92555	255.29	25.53	50.55	331.36
90073773006	488281013	684277	WHEELER, KELLY	12323	PRAIRIE WIND TRL	92555-5425	WHEELER KELLY L	12323 PRAIRIE WIND TR	MORENO V	92555	162.24	16.22	32.12	210.58
94703255003	488282001	684277	BAISDEN, LARRY	12342	PRAIRIE WIND TRL	92555-5425	BAISDEN LARRY	12342 PRAIRIE WIND TR	MORENO V	92555	255.29	25.53	50.55	331.36
88210393008	488290016	684277	ZAZUETA, LYNNAY (OWNR)	12444	PRAIRIE WIND TRL	92555-5405	ZAZUETA LINNAY	12444 PRAIRIE WIND TR	MORENO V	92555	128.14	12.81	25.37	166.32
31286425000	478412006	684277	WRIGHT JR, EUGENE (OWNR)	13423	PRANCER LN	92555-8420	WRIGHT EUGENE W	13423 PRANCER LN	MORENO V	92555	255.40	25.54	50.57	331.50
91734363008	485083006	684277	CISNEROS, RICARDO	15129	PRENTICE WAY	92551-4064	CISNEROS RICARDO	15129 PRENTICE WAY	MORENO V	92551	128.03	12.80	25.35	166.18
98285305017	485083007	684277	ARREDONDO, DAVID	15141	PRENTICE WAY	92551-4064	ARREDONDO DAVID	15141 PRENTICE WAY	MORENO V	92551	55.29	5.53	10.95	71.76

97936365003	485093010	684277	BARRON, ERIC (OWNR)	15165	PRENTICE WAY	92551-4025	BARRON ERIC A	15165 PRENTICE WAY	MORENO V	92551	48.03	4.80	9.51	62.34
31621965004	485093012	684277	BRADY, SHALLA (RENT)	15189	PRENTICE WAY	92551-4025	TRAN VINCENT HUNG	15189 PRENTICE WAY	MORENO V	92551	191.77	19.18	37.97	248.90
96311095007	485093013	684277	FERGUSON, ALICE	15201	PRENTICE WAY	92551-0908	RODRIGUEZ OMAR R	15201 PRENTICE WAY	MORENO V	92551	255.40	25.54	50.57	331.50
31376665008	260231022	684277	ANDERSON, ROBERT (OWNR)	23375	PRESCOTT	92557-2805	ANDERSON ROBERT J	23375 PRESCOTT	MORENO V	92557	255.29	25.53	50.55	331.36
96195075008	259491026	684277	EDWARDS, CANDY	23547	PRESIDIO HILLS DR	92557-3536	STONGE RONALD R	23547 PRESIDIO HILLS DR	MORENO V	92557	255.40	25.54	50.57	331.50
89901715004	304183029	684277	ROMAN, MARTHA (OWNR)	15713	PRESTANCIA CT	92555-4925	GONZALEZ ROMAN JUAN	15713 PRESTANCIA CT	MORENO V	92555	129.51	12.95	25.64	168.10
90006663009	487191001	684277	RUIZ, GABRIELA	26120	PRIMROSE WAY	92555-2229	RUIZ CARMELO R	26120 PRIMROSE WAY	MORENO V	92555	191.77	19.18	37.97	248.90
88392325009	487201004	684277	FRANCO, EDGAR (OWNR)	26176	PRIMROSE WAY	92555-2229	FRANCO RENE G	26176 PRIMROSE WAY	MORENO V	92555	255.40	25.54	50.57	331.50
94820645004	487202027	684277	DIVINE, JEFFREY (OWNR)	26239	PRIMROSE WAY	92555-2245	DIVINE JEFFREY A	26239 PRIMROSE WAY	MORENO V	92555	155.40	15.54	30.77	201.70
96114753006	487213005	684277	GALBA-BRIGHT, JACOB	26288	PRIMROSE WAY	92555-2245	GALBA BRIGHT DELPHINE L	26288 PRIMROSE WAY	MORENO V	92555	255.40	25.54	50.57	331.50
31203205001	487213004	684277	DOMINGUEZ, MANUEL	26302	PRIMROSE WAY	92555-2245	NIELSEN SETH N	26302 PRIMROSE WAY	MORENO V	92555	255.40	25.54	50.57	331.50
51069225007	487212014	684277	DONCKELS, MICHAEL	26337	PRIMROSE WAY	92555-2246	DONCKELS MICHAEL SCOTT	26337 PRIMROSE WAY	MORENO V	92555	255.40	25.54	50.57	331.50
93357195002	487222011	684277	MARTINEZ, SOLEDAD	26386	PRIMROSE WAY	92555-2239	GARCIA FRANCISCO	26386 PRIMROSE WAY	MORENO V	92555	255.29	25.53	50.55	331.36
68688665002	487222009	684277	OCHOA, FERNANDO AND CARMEN	26414	PRIMROSE WAY	92555-2239	RIVERA FERNANDO H OCHOA	26414 PRIMROSE WAY	MORENO V	92555	255.29	25.53	50.55	331.36
97715835003	487221012	684277	DIXON, CARLA (OWNR)	26491	PRIMROSE WAY	92555-2239	DIXON CARLA	26491 PRIMROSE WAY	MORENO V	92555	178.64	17.864	35.37	231.86
91151443009	487232002	684277	LOGAN, SIMMON	26518	PRIMROSE WAY	92555-3502	LOGAN SIMMON	26518 PRIMROSE WAY	MORENO V	92555	255.29	25.53	50.55	331.36
51027965009	487232005	684277	THERRIEN, MARIA (RENT)	26548	PRIMROSE WAY	92555-3502	FRAGOSO LORENA DEL TORO	26548 PRIMROSE WAY	MORENO V	92555	134.24	13.42	26.58	174.24
51991045000	475160043	684277	BARRETT, CLARA	11519	PROSPERITY LN	92557-5640	BARRETT CLARA JOHANNA	11519 PROSPERITY LN	MORENO V	92557	255.29	25.53	50.55	331.36
31645925002	475160044	684277	SIMS, DUANE	11523	PROSPERITY LN	92557-5640	SIMS DUANE A	11523 PROSPERITY LN	MORENO V	92557	255.40	25.54	50.57	331.50
94040075008	475160046	684277	RODRIGUEZ, STEVEN (OWN)	11543	PROSPERITY LN	92557-5640	RODRIGUEZ STEVE	11543 PROSPERITY LN	MORENO V	92557	191.66	19.17	37.95	248.76
31390195008	475160051	684277	RICE, CHARLES	11603	PROSPERITY LN	92557-5622	HILKEY HERMAN E	23196 GLENDORA DR	GRAND TE	92324	255.18	25.518	50.53	331.22
75328985009	475210038	684277	MITCHELL, KENNETH AND STACY	11640	PROSPERITY LN	92557-5641	BELL MACHELL C	11640 PROSPERITY LN	MORENO V	92557	255.40	25.54	50.57	331.50
97251025009	475210036	684277	DELANDRO, FRANK	11666	PROSPERITY LN	92557-5641	DELANDRO FRANK A	11666 PROSPERITY LN	MORENO V	92557	255.29	25.53	50.55	331.36
62885895002	296212050	684277	JAIME, JORGE	23330	PROTEA CT	92553-3438	JAIME JORGE	23330 PROTEA CT	MORENO V	92553	255.18	25.518	50.53	331.22
61178225004	304110039	684277	MOEN, DEBORAH	14862	PROVINCE CIR	92555-7310	PHAM BRANDON TUAN	6631 S OTRS WAY	LITTLETON	80123	52.64	5.26	10.42	68.32
75041755006	304110030	684277	DUMAS, KATHRIN (RENT)	14863	PROVINCE CIR	92555-7310	YC PROP INV	2226 E 52ND ST	VERNON C	90058	191.77	19.18	37.97	248.90
31064215005	304110033	684277	VELASQUES, DIANA (RENT)	14887	PROVINCE CIR	92555-7310	FEDERAL NATL MORTGAGE ASSN	1800 TAPO CANYON SV2202	SIMI VALLE	93063	177.38	17.738	35.12	230.22
92451695009	485163012	684277	HAYES, KEITH (RENT)	24011	PUDDINGSTONE DR	92551-3620	BACKSTROM RUSSELL LYNN	12029 WELLER PL	MORENO V	92557	205.40	20.54	40.67	266.6
70891335008	485163006	684277	GILBERT, CHRISTINE (RENT)	24071	PUDDINGSTONE DR	92551-3620	NGO KHI HAN	8816 GLENDON WAY	ROSEMEAD	91770	255.40	25.54	50.57	331.50
95452125004	485163003	684277	CRAMER, CAROL AND STEVEN	24101	PUDDINGSTONE DR	92551-3604	SHAW RICHARD L	11166 BONNIE VIEW AVE	MORENO V	92557	57.26	5.726	11.34	74.32
71576015001	485163002	684277	PEREZ, ALVARO	24111	PUDDINGSTONE DR	92551-3604	PEREZ ALVARO	24111 PUDDINGSTONE DR	MORENO V	92551	255.29	25.53	50.55	331.36
90742703001	485163025	684277	OWENS, MARISSA	24131	PUDDINGSTONE DR	92551-3621	OWENS MARISSA	P O BOX 10891	SAN BERN	92423	300.00	30.00	59.40	389.40
90039005009	485163024	684277	ROBLES, DANIEL	24141	PUDDINGSTONE DR	92551-3621	ROBLES ESTELA C	24141 PUDDINGSTONE DR	MORENO V	92551	255.29	25.53	50.55	331.36
93889285005	485163020	684277	BELL, CAMERON (RENT)	24181	PUDDINGSTONE DR	92551-3621	GARCIA JOSE A	209 BATHURST RD	RIVERSIDE	92506	83.46	8.346	16.53	108.32
71386895000	485163019	684277	RODRIGUEZ, BRENDA (OWNR)	24191	PUDDINGSTONE DR	92551-3621	RODRIGUEZ BRENDA	24191 PUDDINGSTONE DR	MORENO V	92551	255.40	25.54	50.57	331.50
31301375007	308262020	684277	BROWN, DERRICK	26640	PUEBLO VISTA WAY	92555-4200	BROWN DERRICK J	26640 PUEBLO VISTA WAY	MORENO V	92555	255.40	25.54	50.57	331.50
90624635006	308252022	684277	LEE-MCDUFFIE, PRECIOUS	26657	PUEBLO VISTA WAY	92555-4201	MCDUFFIE ANTHONY	26657 PUEBLO VISTA WAY	MORENO V	92555	332.64	33.26	65.86	431.76
31518275007	308252025	684277	VISTA FINANCIAL INVESTMENTS II	26715	PUEBLO VISTA WAY	92555-4208	JONES JUSTINA	26715 PUEBLO VISTA WAY	MORENO V	92555	332.16	33.216	65.77	431.14
97330755007	308252026	684277	HATERMAN, RACHEL (OWNR)	26729	PUEBLO VISTA WAY	92555-4208	NICASTRO JONATHAN WILLIAM	26729 PUEBLO VISTA WAY	MORENO V	92555	255.40	25.54	50.57	331.50
31620535007	259210014	684277	SEYLER, ROBERT (OWNR)	22375	QUAIL CALL DR	92557-1011	SEYLER BRUCE L	22375 QUAIL CALL DR	MORENO V	92557	446.19	44.62	88.35	579.14
64353715007	488131011	684277	CASTRO, LIDIA	27077	QUAIL CREEK DR	92555-4519	CASTRO LUIS E	27077 QUAIL CREEK DR	MORENO V	92555	41.66	4.17	8.25	54.06
95853575008	488132008	684277	VASQUEZ, BLANCA (OWNR)	27213	QUAIL CREEK DR	92555-4523	SALERA MATTHEW STEPHEN	27165 QUAIL CREEK DR	MORENO V	92555	133.94	13.39	26.52	173.84
70947745002	488132013	684277	KIMUHU, JOHNSON	27225	QUAIL CREEK DR	92555-4523	SECRETARY HOUSING & URBAN DEV OF	27225 QUAIL CREEK DR	MORENO V	92555	27.92	2.792	5.53	36.24
31558125005	474433019	684277	GUERRERO, KELLY (RENT)	24472	QUAIL NEST RD	92557-4043	TODD DENISE E	24472 QUAIL NEST RD	MORENO V	92557	445.41	44.54	88.19	578.14
31062515006	482653027	684277	SIBISI, LULU (RENTR)	24548	QUALTON CT	92553-5331	CHEN SIN SOO	16011 LAS PALMERAS	LA MIRAD	90638	341.93	34.19	67.70	443.82
95338375002	482653026	684277	CARROLL, RAMSEY	24565	QUALTON CT	92553-5334	MARTINEZ JOSE G	24565 QUALTON CT	MORENO V	92553	255.29	25.53	50.55	331.36
87383545003	482653029	684277	GUTHRIE, RIZZA (OWNR)	24576	QUALTON CT	92553-5331	GUTHRIE FRANCIS X	24576 QUALTON CT	MORENO V	92553	22.74	2.274	4.50	29.5
31196315004	482653031	684277	POWELL, EMILY	24604	QUALTON CT	92553-3894	POWELL EMILY	24604 QUALTON CT	MORENO V	92553	255.29	25.53	50.55	331.36
60689855008	482653023	684277	CARR, DARLENE (RENT)	24605	QUALTON CT	92553-3895	CARR DARLENE	24605 QUALTON CT	MORENO V	92553	282.16	28.216	55.87	366.24
73187785003	482653022	684277	WILSON, SHEENA	24617	QUALTON CT	92553-3895	REESE FREDERICK A	24617 QUALTON CT	MORENO V	92553	255.29	25.53	50.55	331.36
92289175002	482653018	684277	MC FARLAND, JAMES	24673	QUALTON CT	92553-3895	MCFARLAND JAMES MICHAEL	24673 QUALTON CT	MORENO V	92553	255.29	25.53	50.55	331.36
31128175006	482653038	684277	BROWN, SHARNEE (RENT)	24702	QUALTON CT	92553-5332	MANZO REMIGIO	12950 PAN AM BLV	MORENO V	92553	255.19	25.52	50.53	331.22
31626275008	482653039	684277	ROSA, GLORIMAR	24716	QUALTON CT	92553-5332	BONILLA GLORIA M	24716 QUALTON CT	MORENO V	92553	255.18	25.518	50.53	331.22
31461655000	475030024	684277	AKBAR, MASHIYAT (RENT)	23992	QUAPAW TRL	92557-5027	HO ELLEN	1401 VALLEY VIEW RD 329	GLENDALE	91202	121.85	12.185	24.13	158.16
31266515009	475321023	684277	ORCOYNE-YORIO, MARIA (OWNR)	24062	QUAPAW TRL	92557-5027	ORCOYEN MARIA C	12623 STILLMAN ST	LAKEWOO	90715	255.29	25.53	50.55	331.36
31162175005	475321002	684277	ORTIZ, GILBERT	24332	QUAPAW TRL	92557-5030	ORTIZ GILBERT L	24332 QUAPAW TR	MORENO V	92557	100.00	10.00	19.80	129.80
97615855000	475322007	684277	DOBBS, ELAINE	24355	QUAPAW TRL	92557-5031	DOBBS ELAINE N	24355 QUAPAW TR	MORENO V	92557	128.03	12.80	25.35	166.18
31187325001	475322005	684277	SOLORIO, STEPHANIE (OWNR)	24381	QUAPAW TRL	92557-5031	SOLORIO STEPHANIE S	24381 QUAPAW TR	MORENO V	92557	255.40	25.54	50.57	331.50
71723755003	475321006	684277	DUARTE, ROBERT (OWNR)	24388	QUAPAW TRL	92557-5030	DUARTE ROBERTO	24388 QUAPAW TR	MORENO V	92557	332.40	33.24	65.82	431.44
74098585003	475322003	684277	GORDON, EUGENE	24415	QUAPAW TRL	92557-5031	GORDON EUGENE	24415 QUAPAW TR	MORENO V	92557	332.64	33.26	65.86	431.76
73446335008	475321008	684277	MACIAS, JUAN (OWNR)	24416	QUAPAW TRL	92557-5030	MACIAS JUAN C	24416 QUAPAW TR	MORENO V	92557	91.77	9.18	18.17	119.10
90982143001	475321012	684277	MARQUEZ, CINDY D (OWNR)	24462	QUAPAW TRL	92557-5030	SOTO JESSE A	24462 QUAPAW TR	MORENO V	92557	255.40	25.54	50.57	331.50
31413605002	308414001	684277	SHEPARD, VI (RENT)	16420	QUARTER HORSE RD	92555-3329	POSADAS PAUL FRANCIS	16420 QUARTER HORSE RD	MORENO V	92555	412.36	41.24	81.65	535.24
31291755000	308413003	684277	MITCHELL, ONA	16425	QUARTER HORSE RD	92555-3330	MITCHELL TYRONE L	16425 QUARTER HORSE RD	MORENO V	92555	255.40	25.54	50.57	331.50
66132225006	308414003	684277	CLOWNEY, MICKIE	16440	QUARTER HORSE RD	92555-3329	LOWE SHYRA TAMEKA	16440 QUARTER HORSE RD	MORENO V	92555	255.29	25.53	50.55	331.36

93789915005	487482002	684277	GLORIA, JENNIFER AND CARMEL	26632	QUARTZ RD	92555-3839	GLORIA CARMEL	26632 QUARTZ RD	MORENO V	92555	255.29	25.53	50.55	331.36
97595205001	487482007	684277	GAITAN, ARACELI	26694	QUARTZ RD	92555-3839	GAYTAN JESUS	26694 QUARTZ RD	MORENO V	92555	255.18	25.518	50.53	331.22
31356655002	474391006	684277	RYAN, MEDI	25042	QUEBRADA CT	92557-6508	RYAN MARTIN NOEL	21363 ANDALUCIA LN	HUNTINGT	92648	218.23	21.82	43.21	283.26
66659465007	474391010	684277	SALINAS, REGINA	25045	QUEBRADA CT	92557-6509	GARCIA ADOLFO	25045 QUEBRADA CT	MORENO V	92557	55.40	5.54	10.97	71.90
31178945000	474391001	684277	CONSTON, DONALD	25112	QUEBRADA CT	92557-6529	CONSTON MARY L	25112 QUEBRADA CT	MORENO V	92557	255.40	25.54	50.57	331.50
91626155000	473250057	684277	PENTONEY, KRISTIN	11177	QUINCY ST	92555-6583	PENTONEY MICHAEL L	11177 QUINCY ST	MORENO V	92555	255.40	25.54	50.57	331.50
88434973002	473391001	684277	TRAX, LINDA	11285	QUINCY ST	92555-6585	TRAX WILLIAM W	11285 QUINCY ST	MORENO V	92555	255.29	25.53	50.55	331.36
97574143009	473391003	684277	GARCIA, BIANCA (RENT)	11325	QUINCY ST	92555-6586	HERNANDEZ RICHARD	5937 VIA LAS NUBES	RIVERSIDE	92506	93.81	9.381	18.57	121.76
91482493007	292272008	684277	LAROCHE, JAMES	12029	RACKET CT	92557-7011	LAROCHE JAMES	12029 RACKET CT	MORENO V	92557	255.18	25.518	50.53	331.22
60506185005	292272001	684277	SANTACRUZ, LORENA (RENT)	12076	RACKET CT	92557-7011	RAMIREZ JOSE	12076 RACKET CT	MORENO V	92557	152.78	15.278	30.25	198.3
31547145004	291433003	684277	ANDERSON, ANDRE	22550	RADNOR LN	92557-6803	MUNOZ LUIS	22550 RADNOR LN	MORENO V	92557	255.40	25.54	50.57	331.50
31507165003	291432021	684277	IRVING, GAIL	22575	RADNOR LN	92557-6804	IRVING GAIL YVONNE	P O BOX 1206	BELLFLOW	90707	187.83	18.78	37.19	243.80
31052805006	291432023	684277	WILLIAMS, KRISTINA (RENT)	22591	RADNOR LN	92557-6804	RATI A	14742 BEACH BLV NO 272	LA MIRADA	90638	146.54	14.654	29.01	190.2
55985255003	291432024	684277	HARROD, KEONDRA (RENT)	22603	RADNOR LN	92557-6855	LAU WAI KUNG	22603 RADNOR LN	MORENO V	92557	115.62	11.56	22.89	150.06
31421885005	291432025	684277	FINE,CLAIRE (RENT)	22615	RADNOR LN	92557-6855	AGBOGHIDI MAGDALENE	22615 RADNOR LN	MORENO V	92557	255.18	25.518	50.53	331.22
52196785009	291404017	684277	MARTINEZ, NICOLE (RENT)	22717	RADNOR LN	92557-6930	SADIGHI NAVID	6661 E CANYON HILLS RD	ANAHEIM	92807	20.39	2.04	4.04	26.46
50390555008	482571026	684277	VASQUEZ, LORENA (RENT)	24198	RADWELL DR	92553-3393	FLORES AURELIO	24198 RADWELL DR	MORENO V	92553	255.40	25.54	50.57	331.50
68441985009	482572016	684277	CHAURE, CLAUDIA (RENT)	24213	RADWELL DR	92553-3313	ALVAREZ JOSE C	11991 PERRIS BLV	MORENO V	92557	260.40	26.04	51.56	337.98
94333635000	482572010	684277	FLOREZ, OCTAVIO	24261	RADWELL DR	92553-3313	FLORES OCTAVIO	24261 RADWELL DR	MORENO V	92553	255.29	25.53	50.55	331.36
91953735007	479352042	684277	TURNAGE, LARRY (RENT)	12766	RAENETTE WAY	92553-4709	HOLLY SAMMIE SELMA	12766 RAENETTE WAY	MORENO V	92553	255.40	25.54	50.57	331.50
90891445001	479352036	684277	TOLEDO, JESSICA	12797	RAENETTE WAY	92553-4709	DO QUI	12797 RAENETTE WAY	MORENO V	92553	255.40	25.54	50.57	331.50
94062035001	479352035	684277	AYALA, MYRA	12805	RAENETTE WAY	92553-1217	COMPTON SCOTT R	1661 WORTHINGTON RD	WEST PALI	33409	265.74	26.57	52.62	344.92
62276555005	479531027	684277	ROBERSON, VICTORIA	12887	RAENETTE WAY	92553-1218	ROBERSON TIMOTHY	12887 RAENETTE WAY	MORENO V	92553	255.29	25.53	50.55	331.36
85173175007	479531029	684277	FLORES, CATALINA (OWNR)	12913	RAENETTE WAY	92553-4708	FLORES ELPIDIO	12913 RAENETTE WAY	MORENO V	92553	255.29	25.53	50.55	331.36
31300145008	479522013	684277	JACKSON, DIANE (RENT)	13036	RAENETTE WAY	92553-6802	DELGADILLO MARTIN	13036 RAENETTE WAY	MORENO V	92553	255.40	25.54	50.57	331.50
93821985001	479522011	684277	GOGUE, MARIE	13060	RAENETTE WAY	92553-6802	GOGUE MARIE S	13060 RAENETTE WAY	MORENO V	92553	255.29	25.53	50.55	331.36
31188115003	479454019	684277	CHAPPELL, ISSAC	13144	RAENETTE WAY	92553-6803	CHAPPELL ISAAC	13144 RAENETTE WAY	MORENO V	92553	332.40	33.24	65.82	431.44
94037625009	479453025	684277	HOLLAND, BERLEAN	13185	RAENETTE WAY	92553-6874	NGO HAO VAN	16200 GRANDE ISLA CIR	MORENO V	92551	58.63	5.86	11.61	76.10
31372265001	479642001	684277	KELLY, GENE	13251	RAENETTE WAY	92553-6878	KELLY GENE	13251 RAENETTE WAY	MORENO V	92553	255.29	25.53	50.55	331.36
69664845005	479642005	684277	RAMIREZ, CESAR	13315	RAENETTE WAY	92553-6853	RAMIREZ CESAR RAUL	26285 PARTON CT	MORENO V	92555	255.40	25.54	50.57	331.50
96375765001	479444014	684277	CALVILLO, JULIAN AND ALEJANDR	25845	RAILTON ST	92553-0705	ARCILA ALEJANDRA	25845 RAILTON ST	MORENO V	92553	255.29	25.53	50.55	331.36
95933075003	479444012	684277	QUINNIE, COLENTCHIA (RENT)	25875	RAILTON ST	92553-0705	TRAN IAN	25875 RAILTON ST	MORENO V	92553	332.64	33.26	65.86	431.76
95850475005	479444010	684277	MENDEZ, ESTELLA (OWNR)	25897	RAILTON ST	92553-0705	MENDEZ SERGIO	25897 RAILTON ST	MORENO V	92553	255.45	25.55	50.58	331.56
31565495002	479443013	684277	EICHMAN, KELLY	25904	RAILTON ST	92553-4844	EICHMAN CHRIS	25904 RAILTON ST	MORENO V	92553	255.29	25.53	50.55	331.36
31402325004	479444009	684277	JAIME, ROMAN	25907	RAILTON ST	92553-4845	JAIME ROMAN	25907 RAILTON ST	MORENO V	92553	255.29	25.53	50.55	331.36
52270985000	479444006	684277	JOHNSON, ASALEAN	25943	RAILTON ST	92553-4845	BANK OF NEW YORK MELLON TR CO	1661 WORTHINGTON RD	WEST PALI	33409	227.00	22.70	44.95	294.64
31326255009	304290040	684277	RODRIGUEZ, MINERVA	28820	RAINIER WAY	92555-7027	MARTINEZ GEORGE	28820 RAINIER WAY	MORENO V	92555	81.63	8.16	16.16	105.94
31607985009	484101014	684277	CLARK, DAN AND KIM	25286	RAMBLEWOOD CT	92553-4409	CLARK CHARLES DANIEL	25286 RAMBLEWOOD CT	MORENO V	92553	181.67	18.17	35.97	235.80
89022065005	484102005	684277	ALDAPA, MARY	25321	RAMBLEWOOD CT	92553-4410	RODRIGUEZ MARY	13262 LASSELLE ST NO 2008	MORENO V	92553	255.29	25.53	50.55	331.36
94831665006	484102003	684277	ELIAS, DANIEL	25345	RAMBLEWOOD CT	92553-4410	ELIAS RAYMUNDO B	25345 RAMBLEWOOD CT	MORENO V	92553	142.18	14.22	28.15	184.54
57559425009	484102001	684277	MCCRACKEN, QUIANA (RENT)	25369	RAMBLEWOOD CT	92553-4410	HA VIVIAN B	1118 E HERMOSA DR	SAN GABRI	91775	78.94	7.89	15.63	102.46
92319035007	484101021	684277	HURN, ANNETTE (RENT)	25370	RAMBLEWOOD CT	92553-4411	PENA NORBERTO	12276 PERRIS BLV NO B	MORENO V	92557	332.40	33.24	65.82	431.44
92560465005	482142017	684277	GARSIAS, AURORA (RENT)	24802	RAMONA LN	92553-3863	RUIZ GILBERTO	5715 MYRTLE AVE	LONG BEA	90805	101.77	10.18	20.15	132.08
31216785001	482144002	684277	SALAZAR, SOCCORO	24803	RAMONA LN	92553-3862	RAMIREZ JOSE	24803 RAMONA LN	MORENO V	92553	255.29	25.53	50.55	331.36
31102345006	482144004	684277	MAZUMDER, RINA (OWNR)	24835	RAMONA LN	92553-3862	MAZUMDER RINA	1335 ARROW WOOD DR	BREA CA	92821	308.98	30.90	61.18	401.04
95599425009	482142013	684277	REYES, ALICIA (RENT)	24856	RAMONA LN	92553-3863	CARDOZA FAUSTINO	24856 RAMONA LN	MORENO V	92553	132.81	13.28	26.30	172.38
98206525017	482144007	684277	MUNOZ, RODRIGO AND VERONIC	24867	RAMONA LN	92553-3862	MUNOZ RODRIGO	24867 RAMONA LN	MORENO V	92553	255.29	25.53	50.55	331.36
96352035004	482144008	684277	STIEDE, DEL (OWNR)	24883	RAMONA LN	92553-3862	STIEDE DELTON B	24883 RAMONA LN	MORENO V	92553	255.29	25.53	50.55	331.36
92145845006	482241016	684277	MCCOY, JAMAL	13591	RAMSDELL DR	92553-6212	MEJIA ARTEMIO	13591 RAMSDELL DR	MORENO V	92553	332.40	33.24	65.82	431.44
48513965004	482241017	684277	VALORA, ANGEL S AND MARIBEL	13603	RAMSDELL DR	92553-3333	VEGA ALFREDO	4265 KATHY AVE	RIVERSIDE	92509	255.29	25.53	50.55	331.36
96183285000	482243002	684277	PURAY, HERLINA (OWNR)	13620	RAMSDELL DR	92553-3336	PURAY HERLINA	13620 RAMSDELL DR	MORENO V	92553	332.64	33.26	65.86	431.76
31556545001	482291005	684277	MC CULLOUGH, TIFFANY (RENT)	13681	RAMSDELL DR	92553-3333	VALDEZ HUGH	13681 RAMSDELL DR	MORENO V	92553	167.28	16.73	33.12	217.12
31593625007	482291006	684277	MICHEL, MARIA	13693	RAMSDELL DR	92553-3333	MICHEL MARIA	13693 RAMSDELL DR	MORENO V	92553	255.29	25.53	50.55	331.36
95933465001	482291007	684277	HOY, ROCHELLE (RENT)	13705	RAMSDELL DR	92553-3337	LAM VINNY DUC	45301 IVAR AVE	ROSEMEAD	91770	498.85	49.89	98.77	647.50
66504755004	482370016	684277	NASH, KATHLEEN OLIVER	13761	RAMSDELL DR	92553-3337	NASH FRANKIE D	13761 RAMSDELL DR	MORENO V	92553	255.29	25.53	50.55	331.36
97980005007	482370015	684277	MOSLEY, ALICIA (RENT)	13771	RAMSDELL DR	92553-3337	NGUYEN NATE	13246 BRETON AVE	CHINO CA	91710	187.91	18.79	37.21	243.90
31321885008	482370014	684277	TORRES, MARTIN (RENTAL)	13781	RAMSDELL DR	92553-3337	VEGA ALFREDO	4265 KATHY AVE	RIVERSIDE	92507	157.70	15.77	31.22	204.68
31313185002	482370010	684277	ALMAZAN, RONALD	13821	RAMSDELL DR	92553-6213	ALMAZAN RONALD A	13821 RAMSDELL DR	MORENO V	92553	255.29	25.53	50.55	331.36
31313185007	482370013	684277	NAVARRO, ADRIANA AND ADAM (	13791	RAMSDELL DR	92553-3337	HUARTE, NICOLE	#REF!	MORENO V	#REF!	94.41	9.441	18.69	122.54
31313185012	312063006	684277	LEE, DOUG (OWNR)	25575	RANCHITA CIR	92551-1609	LEE, DOUG	#REF!	#REF!	#REF!	245.76	24.576	48.66	318.98
64902585008	304370043	684277	PEREZ, TIM	27769	RANCHO BAJA	92555-5807	PEREZ TIMOTHY A	27769 RANCHO BAJA	MORENO V	92555	255.40	25.54	50.57	331.50
98012475019	304370061	684277	ADAM, SANDRA	27772	RANCHO BAJA	92555-5807	DEMELO SHANE	27772 RANCHO BAJA	MORENO V	92555	255.29	25.53	50.55	331.36
89932315003	308252014	684277	SMITH, NANCIE	26721	RANCHO BUENA CIR	92555-4223	SMITH NANCIE	26721 RANCHO BUENA CIR	MORENO V	92555	191.66	19.17	37.95	248.76
73119775008	312061027	684277	GOINT, FRANCISCO A	16095	RANCHO DEL LAGO	92551-1604	GOINT FRANCISCO A	16095 RANCHO DEL LAGO	MORENO V	92551	255.29	25.53	50.55	331.36
31537915003	312061023	684277	VIDRO, OLGA	16135	RANCHO DEL LAGO	92551-2019	VIDRO OLGA IRIS	16135 RANCHO DEL LAGO	MORENO V	92551	255.18	25.518	50.53	331.22

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88047355002	312071029	684277	BROOKS, MARY	16145	RANCHO DEL LAGO	92551-2019	BROOKS KIMBERLY LEANN	16145 RANCHO DEL LAGO	MORENO V	92551	332.40	33.24	65.82	431.44
96692055008	312071028	684277	PEREYDA, JOSE	16155	RANCHO DEL LAGO	92555	PEREYRA JOSE R	16155 RANCHO DEL LAGO	MORENO V	92551	255.18	25.518	50.53	331.22
50761715007	312071023	684277	BUTLER, SHIRLEY A BURRIS	16185	RANCHO DEL LAGO	92553-2021	BURRIS BUTLER SHIRLEY A	16185 RANCHO DEL LAGO	MORENO V	92551	255.29	25.53	50.55	331.36
96183205007	312072007	684277	BRIM, ANDREW	16190	RANCHO DEL LAGO	92551-2020	BRIM ANDREW T	16190 RANCHO DEL LAGO	MORENO V	92551	268.71	26.87	53.20	348.78
57372935000	312071022	684277	PANTOJA, ALEJANDRO (OWNR)	16195	RANCHO DEL LAGO	92551-2021	OROZCO LUCIANO A	16195 RANCHO DEL LAGO	MORENO V	92551	334.24	33.42	66.18	433.84
31227575002	486141031	684277	MCDONALD, TAKEYA (RENT)	25780	RANCHO LUCERO DR	92551-7052	JOHNSON DAVID R	P O BOX 569772	DALLAS TX	75356	255.40	25.54	50.57	331.50
91453695006	486142004	684277	JASSO, JOSE	25789	RANCHO LUCERO DR	92551-7054	JASSO ATANACIO	25789 RANCHO LUCERO DR	MORENO V	92551	255.29	25.53	50.55	331.36
31075775003	486141025	684277	MC MULLEN, ANITA	25860	RANCHO LUCERO DR	92551-7053	MCMULLEN KENNETH E	25860 RANCHO LUCERO DR	MORENO V	92551	332.40	33.24	65.82	431.44
31489585006	486123006	684277	SMITH, TERRI (OWNR)	25546	RANCHO TIERRA DR	92551-7073	SMITH TERRI	25546 RANCHO TIERRA DR	MORENO V	92551	332.64	33.26	65.86	431.76
95306353003	486124010	684277	TINOCO, ALEJANDRO (RENT)	25563	RANCHO TIERRA DR	92551-7072	QUIROZ CARLOS A	25563 RANCHO TIERRA DR	MORENO V	92551	255.40	25.54	50.57	331.50
31606885002	486135004	684277	TRADER, CONSTANCE	25659	RANCHO TIERRA DR	92551-1439	JONES THURMAN BURT	25659 RANCHO TIERRA DR	MORENO V	92551	255.29	25.53	50.55	331.36
31146085007	473260005	684277	LOGAN, RONALD (OWNR)	11093	RAYMOND RD	92555-6588	LOGAN RONALD E	11093 RAYMOND RD	MORENO V	92555	55.29	5.53	10.95	71.76
31550045009	471171035	684277	BURNS, KRISTEN (OWN)	9311	RECHE VISTA DR	92557-1410	BURNS ROBERT BERNARD	9311 RECHE VISTA DR	MORENO V	92557	325.07	32.51	64.36	421.94
96149203008	471290001	684277	TAYLOR, CHARLES	9530	RECHE VISTA DR	92557-1411	TAYLOR CHARLES	9530 RECHE VISTA DR	MORENO V	92557	409.88	40.99	81.16	532.02
92643145007	479651015	684277	RODRIGUEZ, REBECCA	13770	RED BERRY ST	92553-4865	RODRIGUEZ MICHELLE	13770 RED BERRY ST	MORENO V	92553	332.40	33.24	65.82	431.44
31613115000	486510002	684277	JACKSON, CHARLOTTE (RENT)	14589	RED GUM ST	92555-4751	LEE VICTOR	6202 FORESTER DR	HUNTINGT	92648	332.03	33.20	65.74	430.96
31129925007	486504005	684277	THOMAS, DEON	14626	RED GUM ST	92555-4751	14626 RED GUM TRUST	311 ROBERTSON BLV STE 477	BEVERLY H	90210	332.64	33.26	65.86	431.76
31438415009	486501002	684277	CARTER, AUNDRELL	14661	RED GUM ST	92555-4751	CARTER AUNDRELL	14661 RED GUM ST	MORENO V	92555	255.29	25.53	50.55	331.36
60678765000	479483001	684277	JOHNSON, THERESA (RENT)	13506	RED MAHOGANY DR	92553-4309	RAMIREZ GILBERT I	13506 RED MAHOGANY DR	MORENO V	92553	329.72	32.972	65.28	427.96
98861343007	479483002	684277	CADELLO, GLADIS	13512	RED MAHOGANY DR	92553-4309	CABELLO GLADIS	13512 RED MAHOGANY DR	MORENO V	92553	255.40	25.54	50.57	331.50
95999945002	479482003	684277	CORONA, MARIA	13519	RED MAHOGANY DR	92553-4314	CORONA ANTONIA	13519 RED MAHOGANY DR	MORENO V	92553	255.29	25.53	50.55	331.36
31451885003	479482006	684277	JIMENEZ, TRINIDAD	13539	RED MAHOGANY DR	92553-4314	DALLIN	13539 RED MAHOGANY DR	MORENO V	92553	255.40	25.54	50.57	331.50
55109865002	479483009	684277	ALSUP, TERRY	13556	RED MAHOGANY DR	92553-4309	ALSUP THERESA LYNN	13556 RED MAHOGANY DR	MORENO V	92553	132.40	13.24	26.22	171.84
91773565004	479483011	684277	MIRANDA, SAUL (RENT)	13570	RED MAHOGANY DR	92553-4309	RAMOS GABRIEL	13570 RED MAHOGANY DR	MORENO V	92553	110.36	11.04	21.85	143.24
1.00786E+11	479482011	684277	FLORES, JOSE	13571	RED MAHOGANY DR	92553-4315	SALCEDO JESUS JAVIER	13571 RED MAHOGANY DR	MORENO V	92553	174.34	17.43	34.52	226.28
89589893009	479483012	684277	ZARAGOZA, MARIA TERESA (OWN	13576	RED MAHOGANY DR	92553-4309	ZARAGOZA MARIA	13576 RED MAHOGANY DR	MORENO V	92553	146.47	14.65	29.00	190.1
31464645007	479483016	684277	GAINES, THERESA (RENT)	13600	RED MAHOGANY DR	92553-6506	GAINES ROGER	13600 RED MAHOGANY DR	MORENO V	92553	255.40	25.54	50.57	331.50
31357285008	479483022	684277	GONZALES, VICTOR AND ESTHER	13638	RED MAHOGANY DR	92553-6506	MO ROGER	19978 WILDCAT CANYON RD	WALNUT (	91789	255.29	25.53	50.55	331.36
93234595009	479483024	684277	MC AULEY, MICHAEL	13650	RED MAHOGANY DR	92553-6506	MCAULEY MICHAEL L	13650 RED MAHOGANY DR	MORENO V	92553	255.29	25.53	50.55	331.36
62294355000	479482018	684277	NAVARRO, REBECA	13651	RED MAHOGANY DR	92553-6517	NAVARRO PASCUAL	13651 RED MAHOGANY DR	MORENO V	92553	30.29	3.03	6.00	39.30
75081465003	479483026	684277	SHEPHERD, CHARLES	13664	RED MAHOGANY DR	92553-6506	SHEPHERD CHARLES M	13664 RED MAHOGANY DR	MORENO V	92553	255.40	25.54	50.57	331.50
53441095003	479482021	684277	ARNWINE, ROBERT (RENT)	13671	RED MAHOGANY DR	92553-6517	JAECH TIMOTHY ALAN	10313 LAKE SUMMIT DR	MORENO V	92557	255.40	25.54	50.57	331.50
91897233001	479483028	684277	SARGENT, JAMES (RENT)	13676	RED MAHOGANY DR	92553-6506	TAYLOR CHARLES	13676 RED MAHOGANY DR	MORENO V	92553	195.85	19.59	38.78	254.2
88356323004	479483029	684277	MOTLEY, LADOVIS (RNT)	13682	RED MAHOGANY DR	92553-6506	YI YI	1850 BATSON AVE NO 87	ROWLAND	91748	162.33	16.23	32.14	210.70
31331255009	479483030	684277	MANNING, BRADLEY	13688	RED MAHOGANY DR	92553-6506	BANK OF AMERICA	1800 TAPO CANYON SV2202	SIMI VALLE	93063	255.40	25.54	50.57	331.50
97404045000	479482024	684277	JOSETH, DESIREE	13689	RED MAHOGANY DR	92553-6517	JOSEPH DESIREE SELENA	13689 RED MAHOGANY DR	MORENO V	92553	255.40	25.54	50.57	331.50
54220825007	479482025	684277	SALLEY, CURTIS AND DEBBIE	13697	RED MAHOGANY DR	92553-6517	SALLEY CURTIS S	13697 RED MAHOGANY DR	MORENO V	92553	255.29	25.53	50.55	331.36
55930175006	479477002	684277	PATTERSON, MARCUS (RENT)	13708	RED MAHOGANY DR	92553-6505	ROWSHAN HAMID	20516 MARCUS RD	RIVERSIDE	92508	344.03	34.40	68.12	446.54
87637785001	479477003	684277	HARRIS, JOY	13714	RED MAHOGANY DR	92553-6505	HARRIS MICHELLE ENID	13714 RED MAHOGANY DR	MORENO V	92553	255.29	25.53	50.55	331.36
31614105000	479476010	684277	CHATTERSON, MARCUS (RENT)	13741	RED MAHOGANY DR	92553-6507	LOPEZ ALFREDO	13741 RED MAHOGANY DR	MORENO V	92553	193.39	19.34	38.29	251.02
88267833006	479476009	684277	JIMENEZ, MARIO	13747	RED MAHOGANY DR	92553-6507	JIMENEZ MARIO A	13747 RED MAHOGANY DR	MORENO V	92553	255.29	25.53	50.55	331.36
31467575004	479477010	684277	MONDRAGON, MARIA	13758	RED MAHOGANY DR	92553-6505	CABRAL RUBEN ROJAS	5615 PICASSO DR	YORBA LIN	92887	141.77	14.18	28.07	184.00
74974595003	479477013	684277	ARNOLD, MARQUITTA (RENT)	13778	RED MAHOGANY DR	92553-6505	SUND DAVID	13778 RED MAHOGANY DR	MORENO V	92553	309.27	30.93	61.24	401.42
56589385005	479462003	684277	MITCHELL, GAYNELL	13816	RED MAHOGANY DR	92553-4382	MITCHELL GAYNELL	13816 RED MAHOGANY DR	MORENO V	92553	28.14	2.814	5.57	36.52
96216285008	479462004	684277	RUIZ, ALMA (OWNR)	13822	RED MAHOGANY DR	92553-4382	RUIZ ALMA	13822 RED MAHOGANY DR	MORENO V	92553	255.40	25.54	50.57	331.50
31059955009	479462032	684277	SOZA, ROLAND	13893	RED MAHOGANY DR	92553-6518	SOZA ROLAND	13893 RED MAHOGANY DR	MORENO V	92553	255.18	25.518	50.53	331.22
31628795005	479462031	684277	PORTER, DONNA (RENT)	13899	RED MAHOGANY DR	92553-6518	PORTER EDWARD DEAN	13899 RED MAHOGANY DR	MORENO V	92553	191.77	19.18	37.97	248.90
91234205003	479462029	684277	LOPEZ, MANUEL (RENT)	13911	RED MAHOGANY DR	92553-4355	BARRON YOSELLIN	13911 RED MAHOGANY DR	MORENO V	92553	333.95	33.395	66.12	433.46
96224515004	479462028	684277	MUHAMMAD, KIM	13917	RED MAHOGANY DR	92553-4355	BARBOSA VICTOR	23326 OLIVEWOOD PLAZA DR	MORENO V	92553	255.29	25.53	50.55	331.36
31557905003	479462027	684277	DIAZ, RENE	13919	RED MAHOGANY DR	92553-4355	DIAZ RICARDO Z	1662 FARRELL WAY	PERRIS CA	92571	255.40	25.54	50.57	331.50
90094765004	479462020	684277	FRAGOZA, JOSE LUIS AND URSULA	13924	RED MAHOGANY DR	92553-4354	GAVINO HECTOR M	13924 RED MAHOGANY DR	MORENO V	92553	255.40	25.54	50.57	331.50
74974245007	479462025	684277	PEREZ, CLARK (OWNR)	13931	RED MAHOGANY DR	92553-4355	PEREZ CLARK J	13931 RED MAHOGANY DR	MORENO V	92553	255.40	25.54	50.57	331.50
51500415001	312081002	684277	LOPEZ, MARIA	25061	RED MAPLE LN	92551-9211	LOPEZ JORGE L	25061 RED MAPLE LN	MORENO V	92551	155.29	15.53	30.75	201.56
31451705001	312083011	684277	ARREDONDO, PATRICIA (RENT)	25107	RED MAPLE LN	92551-9212	NGUYEN DAVID H	5209 COKE AVE	LAKEWOOI	90712	255.29	25.53	50.55	331.36
52968505000	312083010	684277	JONES, GENISE	25113	RED MAPLE LN	92551-9212	SANCHEZ JOHN M	822 W 146TH ST	GARDENA	90247	255.18	25.518	50.53	331.22
92271535005	312083009	684277	REYES, DENISE	25119	RED MAPLE LN	92551-9212	REYES ARTURO	25119 RED MAPLE LN	MORENO V	92551	255.29	25.53	50.55	331.36
86171833002	312091002	684277	MARTINEZ, HUMBERTO (OWNR)	25143	RED MAPLE LN	92551-9212	MARTINEZ HUMBERTO B	25143 RED MAPLE LN	MORENO V	92551	75.40	7.54	14.93	97.86
31368525005	475141004	684277	BADARACO, REMIGIO	24774	RED RIVER RD	92557-5619	RAMIREZ GLORIA SONIA	24774 RED RIVER RD	MORENO V	92557	192.10	19.21	38.04	249.34
92217455004	475141010	684277	KITAYAMA, KIM	24860	RED RIVER RD	92557-5620	GRAHAM KIMBERLY D	24680 RED RIVER RD	MORENO V	92557	164.35	16.44	32.54	213.32
31519745007	475141013	684277	MARTIN, FRANCIS	24861	RED RIVER RD	92557-5621	AMERICAN RESIDENTIAL PROP OP	7047 E GREENWAY PKY NO 350	SCOTTSDA	85254	255.40	25.54	50.57	331.50
62249515001	260153006	684277	MITCHELL, FRANKIE (RENT)	23720	REDBARK DR	92557-3901	HOSKIN CYNTHIA	24118 FORSYTE	MORENO V	92557	204.90	20.49	40.57	265.96
84658225008	260153007	684277	VASI, CINDY (RENT)	23730	REDBARK DR	92557-3901	SHEARER RICHARD R	10034 SNIPE CIR	MORENO V	92557	79.35	7.94	15.71	102.98
59705345003	260131005	684277	ALVARADO, CARLOS AND MARTHA	23771	REDBARK DR	92557-3984	ALVARADO CARLOS E	23771 REDBARK DR	MORENO V	92557	128.14	12.81	25.37	166.32
95831555008	260131004	684277	SANDERS, SANDRA	23781	REDBARK DR	92557-3984	STALEY MELANIE M	23781 REDBARK DR	MORENO V	92557	332.40	33.24	65.82	431.44
52623445004	260141001	684277	MATTHEWS, LANITA (RENT)	23821	REDBARK DR	92557-3968	DALLIN	5440 TRABUCO RD NO 200	IRVINE CA	92620	31.01	3.10	6.14	40.24

59166845003	260142002	684277	CLOUD, TAMMY (RENT)	23830	REDBARK DR	92557-3967	HAMIDI TEMOR	26831 BARONET	MISSION V	92692	244.45	24.45	48.40	317.28
66594815003	260142005	684277	TORRES, IMELDA	23860	REDBARK DR	92557-3967	NGUYEN GIAN LAM	8136 WAGON WHEEL CT	ROSEMEAD	91770	241.53	24.15	47.82	313.50
93562183009	260141006	684277	LOPEZ, LUIS (RENT)	23871	REDBARK DR	92557-3968	LOPEZ LUIS A	23871 REDBARK DR	MORENO V	92557	255.40	25.54	50.57	331.50
31526095008	260141008	684277	ALVARADO, ENRIQUE	23891	REDBARK DR	92557-3968	SERNA MARIBEL	23891 REDBARK DR	MORENO V	92557	332.40	33.24	65.82	431.44
95467415001	260141009	684277	HORVATH, JEREMY (RENT)	23901	REDBARK DR	92557-3969	FUENTES DANIEL GALAVIZ	525 VALMORE AVE	VENTURA	93003	41.13	4.113	8.14	53.38
71665095005	260141012	684277	LOGAN, WILLIAM	23931	REDBARK DR	92557-3969	ROMERO SUSAN	23931 REDBARK DR	MORENO V	92557	255.40	25.54	50.57	331.50
92665445007	260141014	684277	CRAIG, LINDA	23951	REDBARK DR	92557-3969	CRAIG LAIRD	23951 REDBARK DR	MORENO V	92557	332.40	33.24	65.82	431.44
95098195000	260141017	684277	FRAZIER, TINA	23981	REDBARK DR	92557-3969	WILLIAMS PAMELA	23981 REDBARK DR	MORENO V	92557	422.74	42.27	83.70	548.70
97764003005	479572015	684277	ELDER, RUSSELL	25871	REDBAY LN	92553-6842	ELDER RUSSELL ELLIOTT	25871 REDBAY LN	MORENO V	92553	308.15	30.82	61.01	399.96
31325135007	479573025	684277	LOKUGE, DON AND MEMARLI	25910	REDBAY LN	92553-0816	LOKUGE DON SIREMANNE	25910 REDBAY LN	MORENO V	92553	99.31	9.93	19.66	128.90
31319125002	479572022	684277	TURNER, JUSTIN (RENT)	25955	REDBAY LN	92553-6843	TURNER DENNIS N	25955 REDBAY LN	MORENO V	92553	255.40	25.54	50.57	331.50
60464715006	475231001	684277	ARCINIEGA, ROSA	24760	REDCLIFF CT	92557-6405	LLANOS LUIS	24760 REDCLIFF CT	MORENO V	92557	326.22	32.622	64.59	423.42
94339013007	475231020	684277	NAPUTI, SHANE	24761	REDCLIFF CT	92557-6400	ARELLANO MARGARITA	24761 REDCLIFF CT	MORENO V	92557	255.40	25.54	50.57	331.50
31288445002	475231002	684277	MORALES, LUZ AND EDGAR	24770	REDCLIFF CT	92557-6405	MORALES EDGAR	24770 REDCLIFF CT	MORENO V	92557	255.29	25.53	50.55	331.36
31544715001	475231008	684277	TOLBERT SR, MICHAEL	24830	REDCLIFF CT	92557-6405	TOLBERT MICHAEL DEVON	24830 REDCLIFF CT	MORENO V	92557	332.40	33.24	65.82	431.44
75087345006	264222003	684277	MOLINA, ADRIAN (RENT)	11356	REDHILL RD	92557-4912	GU QINGLING	11356 REDHILL RD	MORENO V	92557	217.46	21.75	43.06	282.26
31633515004	264222005	684277	SALOFFLOMEW, RICHARD (RENT)	11368	REDHILL RD	92557-4912	LOPEZ ALISE	23418 MONTALVO	MORENO V	92557	205.40	20.54	40.67	266.60
31411155000	264221020	684277	VILLARREAL, MICHELLE (RENT)	11375	REDHILL RD	92557-4913	JOHN ADAM INV	10161 BOLSA AVE NO 204C	WESTMINS	92683	158.41	15.841	31.37	205.6
94514835003	264222007	684277	ST CLAIR, SHAMIKA	11380	REDHILL RD	92557-4912	MAESTOSO INV INC	122A E FOOTHILL BLV 127	ARCADIA C	91006	191.66	19.17	37.95	248.76
98195505016	264222008	684277	WILLIAMS, LINDA	11386	REDHILL RD	92557-4912	DUSSEAU DONALD	4181 LINWOOD PL	RIVERSIDE	92506	255.29	25.53	50.55	331.36
31559365002	473220038	684277	ALVAREZ, JESUS AND MACIEL	11790	REDLANDS BLVD	92555-6592	ALVAREZ JESUS	438 W ELM ST	ONTARIO	91762	255.40	25.54	50.57	331.50
31049535009	488320005	684277	FISHER, ELIZABETH (OWNR)	12314	REDLANDS BLVD	92555-6616	FISHER CHRISTOPHER	12314 REDLANDS BLV	MORENO V	92555	46.19	4.62	9.15	59.94
74438215009	478202052	684277	JACKSON, DAVID	13851	REDLANDS BLVD	92555-8308	JACKSON DAVID	13851 REDLANDS BLV	MORENO V	92555	275.01	27.501	54.45	356.96
95551545005	478181057	684277	FLORES, JUANA	13920	REDLANDS BLVD	92555-8309	FLORES JUANA	13920 REDLANDS BLV	MORENO V	92555	312.04	31.20	61.78	405.02
31228015008	478174016	684277	LARA, ERIC (RENT)	13935	REDLANDS BLVD	92555-8312	LARA IGNACIO M	13935 REDLANDS BLV	MORENO V	92555	255.40	25.54	50.57	331.50
95625985004	484145005	684277	SASSAMAN, KEVIN (OWNER)	14430	REDWING DR	92553-4996	SASSAMAN KEVIN K	14430 REDWING DR	MORENO V	92553	155.18	15.518	30.73	201.42
92565915000	484145009	684277	ORDAZ, JUAN LUIS AND LILIAN	14478	REDWING DR	92553-4996	ORDAZ JUAN LUIS	14478 REDWING DR	MORENO V	92553	255.18	25.518	50.53	331.22
89820373007	484145010	684277	LUNA, SABRINA AND LUPE	14490	REDWING DR	92553-4996	LUNA LUPE	14490 REDWING DR	MORENO V	92553	255.29	25.53	50.55	331.36
95050315006	291671071	684277	MATA, IMELDA (OWNR)	22378	REGENTS PARK LN	92553-2039	JIMENEZ RODRIGO	22378 REGENTS PARK LN	MORENO V	92553	63.96	6.40	12.66	83.02
31380355005	291671068	684277	BELL, KELVIN AND BRENDA (OWN	22390	REGENTS PARK LN	92553-2039	BELL KELVIN A	22390 REGENTS PARK LN	MORENO V	92553	94.78	9.48	18.77	123.02
93859285008	487492009	684277	GALLOWAY, EVELYN (RENT)	13638	REGIS DR	92555-2510	GALLOWAY EVELYN KENTON	13638 REGIS DR	MORENO V	92555	332.40	33.24	65.82	431.44
96614313008	487493013	684277	CRESPA, JOSE AND KIM	13671	REGIS DR	92555-2500	CRESPO JOSE	13671 REGIS DR	MORENO V	92555	255.40	25.54	50.57	331.50
31274765004	296143005	684277	ZAVALA, FABIOLA (RENT)	13448	REINDEER ST	92553-3291	COLLARO DANIEL	13448 REINDEER ST	MORENO V	92553	35.40	3.54	7.01	45.94
95050033005	484262013	684277	QUINONEZ, PATRICIA	14799	REMBRANDT DR	92553-1514	QUINONES PATRICIA	14799 REMBRANDT DR	MORENO V	92553	255.29	25.53	50.55	331.36
96653035005	484262004	684277	WILLIAMS, JASMINE	14907	REMBRANDT DR	92553-1513	WILLIAMS JASMINE	14907 REMBRANDT DR	MORENO V	92553	255.29	25.53	50.55	331.36
86514955007	296161033	684277	GUZMAN, LUIS AND TINA (OWNR)	13709	RENA CT	92553-9688	GUZMAN LUIS ENRIQUE	13709 RENA CT	MORENO V	92553	28.39	2.84	5.62	36.84
31606085000	486061035	684277	RANDOLPH, LAWRENCE	15210	RENCHER CT	92551-4524	RANDOLPH LAWRENCE	15210 RENCHER CT	MORENO V	92551	255.29	25.53	50.55	331.36
52097735000	484264001	684277	BEVERLY, OKERKEE	25336	RENOIR AVE	92553-7108	QURESHI MOHAMMAD NAEEM	25336 RENOIR AVE	MORENO V	92553	416.28	41.63	82.42	540.32
59058925005	484263003	684277	BRYANT, MICHAEL	25349	RENOIR AVE	92553-7109	BRYANT MICHAEL	25349 RENOIR AVE	MORENO V	92553	24.81	2.481	4.91	32.2
58639065003	484272001	684277	CUNEGIN, YABOBBIE	25377	RENOIR AVE	92553-1518	CUNEGIN YABOBBIE	25377 RENOIR AVE	MORENO V	92553	63.66	6.37	12.60	82.62
31554715000	484272002	684277	TREVIZO, MARY (RENT)	25387	RENOIR AVE	92553-1518	SANCHEZ FRANCISCO A	47203 DIANE ST	INDIO CA	92221	49.64	4.96	9.83	64.42
91455345005	264193024	684277	PALOMARES, ANDY	23455	RHEA DR	92557-6109	PALOMARES ANDY	23455 RHEA DR	MORENO V	92557	255.29	25.53	50.55	331.36
1.00706E+11	264193030	684277	CROCKETT, TIMOTHY	23525	RHEA DR	92557-6208	CROCKETT TIMOTHY	23525 RHEA DR	MORENO V	92557	255.29	25.53	50.55	331.36
92462233003	264294007	684277	WALKER, ROSLYN	23619	RHEA DR	92557-6206	GONZALEZ DARLENE	25465 GLORIOSA DR	MISSION V	92691	255.40	25.54	50.57	331.50
96076505000	264294008	684277	HOLMES, LOWELL	23631	RHEA DR	92557-6206	HOLMES LOWELL	23631 RHEA DR	MORENO V	92557	63.96	6.40	12.66	83.02
92385133007	264293017	684277	OLSON, STEPHEN AND ANDREA	23634	RHEA DR	92557-6205	POLSTON PAMELA A	26559 BAY AVE	MORENO V	92555	127.92	12.79	25.33	166.04
96846115008	264293016	684277	SAAVEDRA, MICHELLE (RENT)	23646	RHEA DR	92557-6205	LEACH LAURIE F	23646 RHEA DR	MORENO V	92557	117.40	11.74	23.25	152.38
92075333002	264294010	684277	TAYLOR, NATASHA (RENT)	23655	RHEA DR	92557-6206	SARIAN RAFFI	23655 RHEA DR	MORENO V	92557	246.53	24.65	48.81	319.98
62865655004	264293014	684277	FLORES, BLANCA	23680	RHEA DR	92557-6205	FLORES BLANCA L	23680 RHEA DR	MORENO V	92557	255.40	25.54	50.57	331.50
92539305003	264293013	684277	KAMINE, SHARON	23690	RHEA DR	92557-6205	KAMINE SHARON M	23690 RHEA DR	MORENO V	92557	255.29	25.53	50.55	331.36
97498945003	264295001	684277	MARTINEZ, NICOLAS (OWNR)	23771	RHEA DR	92557-6207	MARTINEZ NICOLAS	23771 RHEA DR	MORENO V	92557	289.81	28.98	57.38	376.16
89823473000	487531009	684277	ANSLEY, SHELIA (RENT)	26590	RHONE CT	92555-3808	PALOMAREZ ROBERT	26590 RHONE CT	MORENO V	92555	241.20	24.12	47.76	313.06
85939025003	260082019	684277	JORDAN, MICHAEL (RENT)	23887	RIDGE POINT CT	92557-2936	GREER JONATHAN	9921 MICHAEL WAY	MORENO V	92557	63.63	6.363	12.60	82.58
31510925008	260082003	684277	GOODWIN, EVELYN	23916	RIDGE POINT CT	92557-2937	GOODWIN EVELYN D	23916 RIDGE POINT CT	MORENO V	92557	255.29	25.53	50.55	331.36
92823025000	260082023	684277	GRANADOS, NORMA	23919	RIDGE POINT CT	92557-2936	GRANADOS NORMA	23919 RIDGE POINT CT	MORENO V	92557	255.40	25.54	50.57	331.50
61242495001	475172006	684277	SILVEIRA, DAVID	11529	RIDGECREST LN	92557-5508	GARCIA ALEJANDRO	11529 RIDGECREST LN	MORENO V	92557	362.04	36.20	71.68	469.92
31567795005	475172003	684277	BADEMCI, MUSGAN (RENT)	11538	RIDGECREST LN	92557-5507	ZARAGOZA MIGUEL	11538 RIDGECREST LN	MORENO V	92557	83.46	8.346	16.53	108.32
95291643007	475172010	684277	KING, JON	11569	RIDGECREST LN	92557-5508	KING JON B	11569 RIDGECREST LN	MORENO V	92557	255.29	25.53	50.55	331.36
31573685006	475171022	684277	FINEGEN, ANNA	11578	RIDGECREST LN	92557-5509	REDELL PAUL A	11578 RIDGECREST LN	MORENO V	92557	255.29	25.53	50.55	331.36
97394593007	260171017	684277	BOYKIN, LUCKITA	10576	RIDGEFIELD TER	92557-3803	BOYKIN LUKITA S	10576 RIDGEFIELD TER	MORENO V	92557	255.40	25.54	50.57	331.50
88231305003	260172001	684277	BOBO, FELIX	10601	RIDGEFIELD TER	92557-3804	BOBO FELIX R	10601 RIDGEFIELD TER	MORENO V	92557	255.29	25.53	50.55	331.36
96846345000	260172004	684277	AGUIRRE, VICTORIA (OWNR)	10635	RIDGEFIELD TER	92557-3806	AGUIRRE VICTORIA M	10635 RIDGEFIELD TER	MORENO V	92557	128.03	12.80	25.35	166.18
96384385003	260173029	684277	RAMIREZ, HILDA (RENT)	10690	RIDGEFIELD TER	92557-3807	XIAO SIZHANG	11357 PONDHURST WAY	RIVERSIDE	92505	429.55	42.96	85.05	557.54
73146675002	260173028	684277	YARBROUGH, TYRONE	10700	RIDGEFIELD TER	92557-3807	XIAO SIZHANG	11357 PONDHURST WAY	RIVERSIDE	92505	255.29	25.53	50.55	331.36
31390135001	474671005	684277	COSTON, ARNOLD	11420	RIDGEMONT DR	92557-5811	COSTON ARNOLD C	11420 RIDGEMONT DR	MORENO V	92557	255.29	25.53	50.55	331.36

92631295000	474675017	684277	MACIAS, SYLVIA (RENT)	11485	RIDGEMONT DR	92557-5813	MONTERROSO JAVIER BRAN	11485 RIDGEMONT DR	MORENO V	92557	130.15	13.015	25.77	168.92
31450665001	259441003	684277	QUON, RICHARD	22460	RIDGEWATER WAY	92557-1716	QUON RICHARD	22460 RIDGEWATER WAY	MORENO V	92557	255.29	25.53	50.55	331.36
31222185005	474622006	684277	EVANS, DONALD	24360	RIMCREST LN	92557-3046	EVANS DONALD R	24360 RIMCREST LN	MORENO V	92557	128.29	12.83	25.40	166.52
58599235004	474481020	684277	PEREZ, TIM	24137	RIMVIEW RD	92557-3010	KELLY VERONICA	24137 RIMVIEW RD	MORENO V	92557	255.18	25.518	50.53	331.22
93039195006	474481010	684277	GORDON, TAJUANA	24198	RIMVIEW RD	92557-3012	GORDON DONOVAN	24198 RIMVIEW RD	MORENO V	92557	332.40	33.24	65.82	431.44
1.00536E+11	474482009	684277	VALDEPENA, NORMA	24265	RIMVIEW RD	92557-3016	VANEGAS ENRIQUE	24265 RIMVIEW RD	MORENO V	92557	255.29	25.53	50.55	331.36
67334025009	474471007	684277	ALEXANDER, KENNETH	24398	RIMVIEW RD	92557-3056	AVILES KELSEY	24398 RIMVIEW RD	MORENO V	92557	255.18	25.518	50.53	331.22
31609295000	474471008	684277	ROTHENBERGER, JOEL	24410	RIMVIEW RD	92557-3018	ROTHENBERGER JOEL A	772 BRIDLEWOOD CT	CHICO CA	95926	255.18	25.518	50.53	331.22
31370035004	474471015	684277	ORTIZ, SARAH (OWNR)	24421	RIMVIEW RD	92557-3019	JIMENEZ HEATHER M	24421 RIMVIEW RD	MORENO V	92557	50.00	5.00	9.90	64.90
31626595001	474471009	684277	MC CONAGHY, MEGAN	24422	RIMVIEW RD	92557-3018	MCCONAGHY MEGHAN	24422 RIMVIEW RD	MORENO V	92557	41.58	4.158	8.23	53.96
31280195001	474471014	684277	HARMON, CARRIE (OWNR)	24433	RIMVIEW RD	92557-3019	HARMON CARRIE	24433 RIMVIEW RD	MORENO V	92557	255.40	25.54	50.57	331.50
96289285005	474471012	684277	DUFFY, JOHN (RENT)	24460	RIMVIEW RD	92557-3018	DALLIN	3445 EUCALYPTUS AVE	RIVERSIDE	92507	102.62	10.26	20.32	133.20
31639155006	308570010	684277	JUAREZ, DANIEL JOJO	15574	RIO BLANCO TRL	92555-4962	JUAREZ DANIEL	15574 RIO BLANCO TRL	MORENO V	92555	255.29	25.53	50.55	331.36
50878975004	308580006	684277	CRAWFORD, MILDRED	15742	RIO BLANCO TRL	92555-4982	CRAWFORD MILDRED	15742 RIO BLANCO TRL	MORENO V	92555	255.29	25.53	50.55	331.36
31346385000	484052009	684277	HARGES, ERIKA (RENT)	14138	RIO BRAVO RD	92553-4488	ANR INDUSTRIES INC	10702 HATHAWAY DR NO 1	SANTA FE S	90670	219.33	21.93	43.43	284.68
31317565003	484052007	684277	CROSBY, JESSE (OWNR)	14164	RIO BRAVO RD	92553-4488	CROSBY JESSE	14164 RIO BRAVO RD	MORENO V	92553	255.40	25.54	50.57	331.50
96661635002	484051023	684277	PARKE, DENNIS A	14203	RIO BRAVO RD	92553-4487	PARKE DENNIS A	14203 RIO BRAVO RD	MORENO V	92553	255.18	25.518	50.53	331.22
31614605005	484051022	684277	HARDEN, DAVID (OWNR)	14215	RIO BRAVO RD	92553-4487	HARDEN DAVID	14215 RIO BRAVO RD	MORENO V	92553	128.14	12.81	25.37	166.32
31309255005	484052003	684277	ROBINSON, NAOMI	14216	RIO BRAVO RD	92553-4488	ROBINSON NAOMI	14216 RIO BRAVO RD	MORENO V	92553	255.29	25.53	50.55	331.36
31378475004	484052002	684277	PRECI, CHARLOTTE (RENT)	14228	RIO BRAVO RD	92553-4488	FUTUREVIEW INV	340 GOLDENROD DR	WALNUT (	91789	206.96	20.70	40.98	268.62
98513903006	484051020	684277	WILLIAMS, JOAN (OWNR)	14241	RIO BRAVO RD	92553-4487	WILLIAMS JOAN	14241 RIO BRAVO RD	MORENO V	92553	255.40	25.54	50.57	331.50
31594465008	484135007	684277	DYER, REGINA	14373	RIO BRAVO RD	92553-4451	DYER REGINE M	14373 RIO BRAVO RD	MORENO V	92553	71.66	7.17	14.19	93.00
31183825005	484135011	684277	OWENS, SHANBIE	14421	RIO BRAVO RD	92553-4454	LOPEZ FRANCISCO GONZALEZ	1722 BURKETT RD	SOUTH EL	91733	141.73	14.17	28.06	183.96
31524615004	484135012	684277	VALSON, BEVERLY (RENT)	14433	RIO BRAVO RD	92553-4454	HO WENDY	6620 N VISTA ST	SAN GABRI	91775	183.68	18.37	36.37	238.40
31464475002	484202001	684277	CAMPBELL, JOHN	14509	RIO BRAVO RD	92553-7171	CAMPBELL JACQUELINE W	14509 RIO BRAVO RD	MORENO V	92553	25.29	2.529	5.01	32.82
31049315005	484203017	684277	NEUENS, CHARLES	14534	RIO BRAVO RD	92553-7170	NEUENS CHARLES H	14534 RIO BRAVO RD	MORENO V	92553	55.29	5.53	10.95	71.76
75076465003	484202005	684277	ROMERO, JESUS	14557	RIO BRAVO RD	92553-7171	DELGADO JESUS ROMERO	14557 RIO BRAVO RD	MORENO V	92553	284.20	28.42	56.27	368.88
31461615009	484203013	684277	ROE, LLOYD AND VICTORIA (OWNI	14582	RIO BRAVO RD	92553-7170	ROE LLOYD	14582 RIO BRAVO RD	MORENO V	92553	180.94	18.09	35.83	234.86
31628595007	484203002	684277	CONTRERAS, VERONICA	14644	RIO BRAVO RD	92553-7173	SALVATIERRA ASUNCION	14644 RIO BRAVO RD	MORENO V	92553	266.38	26.64	52.74	345.76
31634375001	484203005	684277	GARCIA, GEORGE (RENT)	14686	RIO BRAVO RD	92553-7173	ASARE ANTWI KWADWO H	14686 RIO BRAVO RD	MORENO V	92553	57.98	5.798	11.48	75.24
99757343006	484293013	684277	RAMIREZ, AMALIA	14857	RIO GRANDE DR	92553-5014	SANCHEZ EFRAIN	4436 ROOSEVELT ST	CHINO CA	91710	110.54	11.054	21.89	143.48
95635995001	484294009	684277	ROBERSON, ANNETTE	14858	RIO GRANDE DR	92553-5056	ROBERSON ANNETTE	14858 RIO GRANDE DR	MORENO V	92553	255.29	25.53	50.55	331.36
91735375003	484285003	684277	LEE, YVETTE	14906	RIO GRANDE DR	92553-5048	SPARKS YVETTE LEE	14906 RIO GRANDE DR	MORENO V	92553	255.29	25.53	50.55	331.36
31476875002	484284003	684277	HIRSHEL, LEE	14939	RIO GRANDE DR	92553-5058	HIRSCHEL LEROY G	14939 RIO GRANDE DR	MORENO V	92553	332.40	33.24	65.82	431.44
31200595005	484285008	684277	VASQUEZ, EVANS AND NANCY (OV	14960	RIO GRANDE DR	92553-5048	VASQUEZ EVANS MIGUEL	14960 RIO GRANDE DR	MORENO V	92553	225.40	22.54	44.63	292.56
73948365006	484285010	684277	HOUGH, JOHN	14986	RIO GRANDE DR	92553-5048	HOUGH JOHN M	14986 RIO GRANDE DR	MORENO V	92553	255.29	25.53	50.55	331.36
65907675007	486043002	684277	ROBERSON, FRED	15024	RIO GRANDE DR	92551-7020	ROBERSON GARY	15024 RIO GRANDE DR	MORENO V	92551	255.18	25.518	50.53	331.22
31426565002	486042017	684277	TAVARES, ANTHONY AND MARLEN	15071	RIO GRANDE DR	92551-1440	HAMID ROWSHAN INC	15071 RIO GRANDE DR	MORENO V	92551	255.40	25.54	50.57	331.50
65006425001	486042018	684277	WALKER, KIANNA (RENT)	15083	RIO GRANDE DR	92551-1440	LACY BERTHA B	14959 FAIRHAVEN DR	FONTANA	92336	55.40	5.54	10.97	71.90
75491535000	486042019	684277	MCCRORY, CHERYL (RENT)	15095	RIO GRANDE DR	92551-1440	DEAL CASSANDRA D	15095 RIO GRANDE DR	MORENO V	92551	332.64	33.26	65.86	431.76
52906895008	486055008	684277	RAMIREZ, DANIEL AND LUCILA (OV	15204	RIO GRANDE DR	92551-1442	RAMIREZ DANIEL	513 MARGARET AVE	LOS ANGEL	90022	289.81	28.98	57.38	376.16
89024215000	484172008	684277	TORRES, BIANCA (RENT)	14565	RIO HONDO DR	92553-4965	CHEGWIDDEN THOMAS	14565 RIO HONDO DR	MORENO V	92553	371.09	37.11	73.48	481.66
31513025001	484172009	684277	ROMERO, REINA	14579	RIO HONDO DR	92553-4965	ROMERO REINA	14579 RIO HONDO DR	MORENO V	92553	255.29	25.53	50.55	331.36
31442585005	484172010	684277	USQUIANN, LAURO	14593	RIO HONDO DR	92553-4965	USQUIANO LAURO	14593 RIO HONDO DR	MORENO V	92553	135.29	13.53	26.79	175.60
31193815006	484193001	684277	SALDANA, LOURDES (OWNR)	14644	RIO HONDO DR	92553-4964	SALDANA HECTOR	27029 QUAIL CREEK DR	MORENO V	92555	249.80	24.98	49.46	324.24
95855135006	291344024	684277	CARLTON, CYNTHIA	12050	RIPARIAN WAY	92557-6938	CARLTON CYNTHIA	12050 RIPARIAN WAY	MORENO V	92557	127.70	12.77	25.28	165.74
31104525004	291344026	684277	SHEA, KEVIN M	12074	RIPARIAN WAY	92557-6938	SHEA KEVIN M	12074 RIPARIAN WAY	MORENO V	92557	255.29	25.53	50.55	331.36
98792253002	291341008	684277	MONTES, ALONCO (RENT)	12105	RIPARIAN WAY	92557-6943	IZQUIERDO MAYRA G	12105 RIPARIAN WAY	MORENO V	92557	174.15	17.42	34.48	226.04
31248935003	291344031	684277	FOSTER, THAD (RENT)	12136	RIPARIAN WAY	92557-6940	FAUSTO FRANCISCO C	22419 SCARLET SAGE WAY	MORENO V	92557	255.40	25.54	50.57	331.50
54689015003	291344032	684277	CERECERES, MARIBEL	12148	RIPARIAN WAY	92557-6940	CERECERES VICTOR	12148 RIPARIAN WAY	MORENO V	92557	255.29	25.53	50.55	331.36
57887285003	291392016	684277	RODRIGUEZ, ANNA AND MICHAEL	12157	RIPARIAN WAY	92557-6943	LOPEZ DAVID	241 PACIFIC AVE	LA HABRA	90631	40.29	4.03	7.98	52.28
31420465006	291393001	684277	MUNOZ , VALORIE (RENT)	12172	RIPARIAN WAY	92557-6987	BANUELOS ANDREW J	14811 WHITE BOX LN	MORENO V	92555	204.18	20.42	40.43	265.02
96421923000	291393006	684277	MALDONADO, VERONICA (OWNR)	12240	RIPARIAN WAY	92557-6941	MALDONADO FERNANDO A	12240 RIPARIAN WAY	MORENO V	92557	155.40	15.54	30.77	201.70
31245495001	259383002	684277	SIMON, JOHN (RENT)	9601	RIPPLECREEK DR	92557-1821	VYES PROP	P O BOX 7232	MORENO V	92552	191.66	19.17	37.95	248.76
31516535007	259393003	684277	O'MALLEY, MICHAEL (OWNR)	9699	RIPPLECREEK DR	92557-1821	OMALLEY MICHAEL D	P O BOX 289	MORENO V	92556	63.96	6.40	12.66	83.02
31162785007	259392007	684277	RUELAS, THERESA	9712	RIPPLECREEK DR	92557-1838	MARSHALL BRIAN P	9712 RIPPLECREEK DR	MORENO V	92557	255.29	25.53	50.55	331.36
91885485003	259393001	684277	SMITH, ANTHONY	9727	RIPPLECREEK DR	92557-1840	SMITH ANTHONY D	9727 RIPPLECREEK DR	MORENO V	92557	255.29	25.53	50.55	331.36
31360445009	308541009	684277	SALMANCA, VIOSELINA (RENT)	17285	RIVA RIDGE DR	92555-3395	COVARRUBIAS GILBERTO NUNEZ	17285 RIVA RIDGE DR	MORENO V	92555	255.40	25.54	50.57	331.50
62530775009	308541005	684277	MAZUMDER, PARITOSH (OWNR)	17309	RIVA RIDGE DR	92555-3395	MAZUMDER PARITOSH	547 APOLLO ST NO B	BREA CA	92821	356.82	35.68	70.65	463.14
64979355004	308540047	684277	METOYER, MARK AND MELINDA	17318	RIVA RIDGE DR	92555-3394	ZHOU XIAO YANG	15020 E BILLARY WAY	HACIENDA	91745	59.77	5.98	11.83	77.58
31441285000	308551006	684277	TVETIO, DANE (OWNR)	17339	RIVA RIDGE DR	92555-3396	TVELTO DANE	1040 SHADOW ARBOR CIR	CHARLEST(	29414	255.40	25.54	50.57	331.50
31242195001	308560004	684277	HUDSON, MATHEW	17390	RIVA RIDGE DR	92555-7901	HUDSON MATHEW A	17390 RIVA RIDGE RD	MORENO V	92555	191.66	19.17	37.95	248.76
59219035000	308560007	684277	GARDNER, ANGELA	17429	RIVA RIDGE DR	92555-3400	GARDNER ANGELA R	17429 RIVA RIDGE RD	MORENO V	92555	61.66	6.17	12.21	80.02
94462625009	308560006	684277	AARRON, CASUNDRA (OWNR)	17435	RIVA RIDGE DR	92555-3400	AARON CASUANDRA	25547 FRENTE CALIENTE	MORENO V	92551	212.19	21.22	42.01	275.42
65769895005	479102008	684277	MARQUEZ, MARISA	25319	RIVENDELL TER	92553	MARQUEZ GUILLERMO	25319 RIVENDELL TER	MORENO V	92553	319.03	31.90	63.17	414.10

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71032955007	260251011	684277	BROWN, SHEILAH	10361	RIVER RUN CIR	92557-2622	BROWN SHEILA L	10361 RIVER RUN CIR	MORENO V	92557	255.40	25.54	50.57	331.50
74012025002	260251006	684277	CALIMESE, SHERRI	10364	RIVER RUN CIR	92557-2622	CALIMESE SHERRI L	10364 RIVER RUN CIR	MORENO V	92557	255.40	25.54	50.57	331.50
31637575002	260251012	684277	STEIN, GREG AND AMY	10367	RIVER RUN CIR	92557-2622	STEIN GREGORY N	10367 RIVER RUN CIR	MORENO V	92557	255.29	25.53	50.55	331.36
73883155009	260251005	684277	FLORES, DAVID	10370	RIVER RUN CIR	92557-2622	SANTORO WILLIAM	17201 BIRDSEYE DR	PERRIS CA	92570	55.18	5.518	10.93	71.62
31449615004	485182038	684277	VIESCAS, ARTHUR (RENT)	24278	ROBIE CT	92551-6956	HAMID ROWSHAN INC	24941 STONEGATE LN	LAGUNA N	92677	198.25	19.83	39.25	257.32
92252615008	485183011	684277	RODRIGUEZ, MARINA (OWNR)	24313	ROBIE CT	92551-6943	RODRIGUEZ VICTOR	24313 ROBIE CT	MORENO V	92551	255.18	25.518	50.53	331.22
63116085001	485182044	684277	VILLASENOR, ROSA	24332	ROBIE CT	92551-6920	RODRIGUEZ JORGE	24332 ROBIE CT	MORENO V	92551	132.11	13.211	26.16	171.46
31654575007	485183008	684277	PERAZA, MARY	24339	ROBIE CT	92551-6921	PERAZA MARY CRUZ	24339 ROBIE CT	MORENO V	92551	255.29	25.53	50.55	331.36
31157235003	485182003	684277	RODRIGUEZ, JORGE LUIS (RENT)	24374	ROBIE CT	92551-6909	YANG XI YONG	1452 ALLGEYER AVE	S EL MONT	91733	191.77	19.18	37.97	248.90
31401245003	485182004	684277	TAING, RITHY (RENT)	24380	ROBIE CT	92551-6909	LINDSTROM CARMEN	7573 ASPEN COLOR ST	LAS VEGAS	89139	310.67	31.07	61.51	403.24
92722255005	485181051	684277	MUNDO, LETICIA	24421	ROBIE CT	92551-6911	MUNDO JUAN	24421 ROBIE CT	MORENO V	92551	255.29	25.53	50.55	331.36
31610465002	485181046	684277	RAZO, JUANA (RENT)	24461	ROBIE CT	92551-6911	GONZALEZ JUANA RAZO	24371 SUNNYMEAD BLV	MORENO V	92553	255.40	25.54	50.57	331.50
92252445004	485181043	684277	BLOW, MARTINE (RENT)	24485	ROBIE CT	92551-6911	VO TONY TUAN	16226 SYCAMORE ST	FOUNTAIN	92708	99.03	9.90	19.61	128.54
96726955005	482633031	684277	EDLER, JAIME (OWNR)	13849	ROBIN NEST CT	92553-3882	EDLER JAIME L	13849 ROBIN NEST CT	MORENO V	92553	255.29	25.53	50.55	331.36
31326115009	482633042	684277	MCLEOD, SAMUEL	13946	ROBIN NEST CT	92553-5335	LEE ANDREA	13946 ROBIN NEST CT	MORENO V	92553	255.29	25.53	50.55	331.36
93556033003	474443018	684277	ASHLOCK, TRACY (OWNR)	24442	ROBINWOOD DR	92557-4017	ASHLOCK ANDREW R	24442 ROBINWOOD DR	MORENO V	92557	194.18	19.418	38.45	252.04
31416115008	474443013	684277	PERKINS, WILLIMAE	24497	ROBINWOOD DR	92557-4022	PERKINS WILLIEMAE	24497 ROBINWOOD DR	MORENO V	92557	201.99	20.20	39.99	262.18
31602775004	260241020	684277	KELLAR, MICHAEL (OWNR)	10000	ROCK HILL	92557-2826	KELLAR MICHAEL C	10000 ROCK HILL	MORENO V	92557	255.29	25.53	50.55	331.36
31154075003	260241022	684277	RANDHAWA, NASIB	10044	ROCK HILL	92557-2826	RANDHAWA BALDEV SINGH	6345 MADERA CT	CORONA C	92880	255.29	25.53	50.55	331.36
31134885005	260241015	684277	ESTRELLA,CHRISTOPHER	10075	ROCK HILL	92557-2826	ESTRELLA CHRISTOPHER	10075 ROCK HILL	MORENO V	92557	191.77	19.18	37.97	248.90
31467195004	474523017	684277	HUNTER, RAE C (OWNR)	10732	ROCK ROSE PL	92557-4118	HUNTER RAE C	10732 ROCK ROSE PL	MORENO V	92557	255.40	25.54	50.57	331.50
89636613007	475141024	684277	ELDER, THOMAS	24847	ROCK SPRING TRL	92557-5623	ELDERS THOMAS H	24847 ROCK SPRING TR	MORENO V	92557	245.89	24.59	48.69	319.16
93876773009	475141020	684277	CRAIG, MARY	24858	ROCK SPRING TRL	92557-5623	JACKSON KAREN	24858 ROCK SPRING TR	MORENO V	92557	255.29	25.53	50.55	331.36
95547685003	475141022	684277	MORA, JOSE (OWNR)	24871	ROCK SPRING TRL	92557-5623	MORA JOSE LUIS	24871 ROCK SPRING TR	MORENO V	92557	120.16	12.02	23.79	155.96
61436945005	296252016	684277	MARSHALL RESIDENTIAL PROPERT	13526	ROCKCREST DR	92553-1714	MARSHALL RESIDENTIAL PROP	14305 CORPORATE WAY	MORENO V	92553	255.40	25.54	50.57	331.50
91563205005	296252015	684277	VALENZUELA, RAYMUNDO	13532	ROCKCREST DR	92553-1714	VALENZUELA RAYMUNDO	13532 ROCKCREST DR	MORENO V	92553	255.29	25.53	50.55	331.36
91960943008	296252010	684277	TORRES, SR RUBEN	13560	ROCKCREST DR	92553-1714	WELLS FARGO BANK	1661 WORTHINGTON RD	WEST PALI	33409	255.40	25.54	50.57	331.50
31473445000	296252007	684277	FLORES, JESUS	13578	ROCKCREST DR	92553-1714	SALAS WILFRIDO	13637 ROCKCREST DR	MORENO V	92553	255.29	25.53	50.55	331.36
31150455001	296263002	684277	GORDON, ASHLY (RENT)	13649	ROCKCREST DR	92553-3423	REYES SID A	13649 ROCKCREST DR	MORENO V	92553	192.03	19.20	38.02	249.24
94892915006	296261017	684277	BERNAL, SAMUEL (RENT)	13686	ROCKCREST DR	92553-1711	CASTANEDA ENRIQUE	13686 ROCKCREST DR	MORENO V	92553	255.40	25.54	50.57	331.50
81505405006	296263006	684277	HOOPER, LESLIE	13697	ROCKCREST DR	92553-3423	KELLY TIMOTHY WAYNE	12070 FENIMORE DR	MORENO V	92555	191.77	19.18	37.97	248.90
60721525009	296263008	684277	GREEN, DOROTHY (RENT)	13721	ROCKCREST DR	92553-1712	MHTRAN INC	13730 GOLDENWEST ST	WESTMINS	92683	155.40	15.54	30.77	201.70
56091015000	296261012	684277	GLAUDEL, ALEX (OWNR)	13746	ROCKCREST DR	92553-3425	NGUYEN TUYEN N	13746 ROCKCREST DR	MORENO V	92553	149.62	14.96	29.62	194.20
31655265009	296293007	684277	KIMBLE, TARA AND LAVELLE	13814	ROCKCREST DR	92553-3435	STANDEFER SHELBY	10394 VALLEY WATERS DR	SPRING VA	91978	191.66	19.17	37.95	248.76
91623245009	296293003	684277	WARNELL, MARNELL (RENT)	13864	ROCKCREST DR	92553-3435	HUA THO VINH	7959 NOBLE AVE	PANORAM	91402	332.64	33.26	65.86	431.76
91623245014	296252013	684277	MORENO, AIDE (RENT)	13542	ROCKCREST DR	92553-1714	LOZANO, LILY	#REF!	#REF!	#REF!	30.44	3.044	6.03	39.5
90329725003	296291016	684277	THOMPSON, LAVERNE	13822	ROCKPORT CT	92553-6006	HUDSON LAVERNE THOMPSON	P O BOX 10336	MORENO V	92552	332.40	33.24	65.82	431.44
31509585001	308601011	684277	PERALES, FRANCISCO	26962	ROCKVALE TER	92555-9100	PERALES FRANCISCO U	26962 ROCKVALE TER	MORENO V	92555	191.66	19.17	37.95	248.76
66910955001	308601001	684277	GALLARDO, DULCE	27035	ROCKVALE TER	92555	GALLARDO SERGIO	27035 ROCKVALE TER	MORENO V	92555	191.66	19.17	37.95	248.76
31465775006	304471046	684277	GONZALEZ, ANGELA	27614	ROCKWOOD AVE	92555-5732	FUENTES JOSE LUIS	27614 ROCKWOOD AVE	MORENO V	92555	255.29	25.53	50.55	331.36
96479355007	304490004	684277	VALDEZ, MANUEL	27661	ROCKWOOD AVE	92555-5731	VALDEZ HELEN E	27661 ROCKWOOD AVE	MORENO V	92553	255.29	25.53	50.55	331.36
93885193002	304471051	684277	CUSTODIO, JOSE	27684	ROCKWOOD AVE	92555-5732	CUSTODIO JORGE A	27684 ROCKWOOD AVE	MORENO V	92555	80.40	8.04	15.92	104.34
88513515000	304490006	684277	FORD, NEFERITARA	27685	ROCKWOOD AVE	92555-5731	EBOKA NGOZI EDITH	27685 ROCKWOOD AVE	MORENO V	92555	255.40	25.54	50.57	331.50
74514495008	304483003	684277	BAKER, TAYARIE (OWNR)	27769	ROCKWOOD AVE	92555-5731	BAKER ANTONIO	27769 ROCKWOOD AVE	MORENO V	92555	131.77	13.18	26.09	171.02
91576435009	304483010	684277	WALKER, RON (RENT)	27853	ROCKWOOD AVE	92555-5730	KEYES BRIAN	7964 CHOI DR	RIVERSIDE	92506	92.59	9.26	18.33	120.18
91947285003	304481014	684277	SPEARS, MYISHIA	27888	ROCKWOOD AVE	92555-5729	SPEARS MYISHIA	27888 ROCKWOOD AVE	MORENO V	92555	128.03	12.80	25.35	166.18
63183805000	304481025	684277	SIMPSON, LISA (RENT)	27912	ROCKWOOD AVE	92555-5729	MARTINGALE INV	230 SAN LUIS REY RD	ARCADIA (	91007	197.13	19.713	39.03	255.86
87524425007	304483016	684277	NEAL, PATRICIA	27925	ROCKWOOD AVE	92555-5730	NEAL PATRICIA	1655 MORGAN LN	MEDFORD	48381	255.40	25.54	50.57	331.50
31365045002	304481023	684277	IDDRISSU, BESSIE	27940	ROCKWOOD AVE	92555-5729	IDDRISSU BESSIE ARLENE	27940 ROCKWOOD AVE	MORENO V	92555	255.40	25.54	50.57	331.50
31211595002	304481022	684277	MCKNIGHT, SHAWN (OWNR)	27952	ROCKWOOD AVE	92555-5729	MCKNIGHT SHAWN	27952 ROCKWOOD AVE	MORENO V	92555	128.14	12.81	25.37	166.32
31215825005	304300042	684277	BENJAMIN, GARY A	14753	ROCKY MOUNTAIN WA	92555-6361	BENJAMIN GARY A	14753 ROCKY MOUNTAIN WAY	MORENO V	92555	255.29	25.53	50.55	331.36
31161825001	478340001	684277	REEDER, DIANNA	13760	RODERICK DR	92555-6109	VASQUEZ RAMIRO R	13760 RODERICK DR	MORENO V	92555	105.29	10.53	20.85	136.66
92063865006	478342018	684277	SANCHEZ, JOSEPH (OWNR)	13765	RODERICK DR	92555-6109	SANCHEZ JOSEPH P	27618 ROSEMONT CT	MORENO V	92555	255.40	25.54	50.57	331.50
61073185005	478340002	684277	GONZALEZ, STEVE (RENT)	13780	RODERICK DR	92555-6109	BORCHARD STEVEN J	546 BARNES AVE	MEDFORD	97504	140.05	14.01	27.73	181.78
31623435002	478342014	684277	BRIGGS, BENJAMIN	13845	RODERICK DR	92555-6117	REN SHAN	24373 STACEY AVE	MORENO V	92551	79.00	7.9	15.64	102.54
31055245007	308520004	684277	TOWNES, NICOLE	26090	ROJO TIERRA	92555-3368	TOWNES JOHNNIE	26090 ROJO TIERRA	MORENO V	92555	255.29	25.53	50.55	331.36
97102805000	308520005	684277	EDWARDS, KAREN	26102	ROJO TIERRA	92555-3368	EDWARDS KATHY L	22805 RIO LOBOS RD	DIAMOND	91765	255.29	25.53	50.55	331.36
31320775003	296175063	684277	JOHNSON, JANISHA (RENT)	23367	ROLANDA DR	92553-3446	WALSTON RUTH AILEEN	19752 HART ST	WINNETKA	91306	257.52	25.75	50.99	334.26
52783885003	296175038	684277	CAUDILLO, CARLOS (RENT)	23424	ROLANDA DR	92553-3493	SINQUIMANI MANUEL	700 N 1ST ST	MONTEBEI	90640	255.40	25.54	50.57	331.50
31479775007	296175054	684277	SANCHEZ, GILBERTO	23439	ROLANDA DR	92553-3495	FRAUSTO HERMENEGILDO	23439 ROLANDA DR	MORENO V	92553	255.29	25.53	50.55	331.36
31273295005	296175041	684277	ANDERSON, PERRIN (OWNR)	23448	ROLANDA DR	92553-3493	ANDERSON PERRIN KARL	23448 ROLANDA DR	MORENO V	92553	155.40	15.54	30.77	201.70
83747095007	296175050	684277	NELSON, TERRY AND REBECCA	23471	ROLANDA DR	92553-3495	NELSON TERRY L	28230 LOCUST AVE	MORENO V	92555	255.40	25.54	50.57	331.50
95339115005	486504010	684277	BENTON, MARK	14654	ROSEA CT	92555-4754	BENTON MARK A	14654 ROSEA CT	MORENO V	92555	249.72	24.97	49.44	324.12
88370855003	486504015	684277	SAMANO, NICHOLAS	14661	ROSEA CT	92555-4754	SAMANO NICOLAS	14661 ROSEA CT	MORENO V	92555	255.29	25.53	50.55	331.36
31128025008	479533015	684277	WILSON, CRISTOPHER (RENT)	25669	ROSEBAY CT	92553-4707	FLORES JESUS B	25669 ROSEBAY CT	MORENO V	92553	332.64	33.26	65.86	431.76

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90784945003	479533011	684277	HERRERA, ADRIANA	25709	ROSEBAY CT	92553-1220	HERRERA ADRIANNA	25709 ROSEBAY CT	MORENO V	92553	255.29	25.53	50.55	331.36
49282285008	479533010	684277	THOMAS, BILL	25719	ROSEBAY CT	92553-1220	THOMAS GUEDAL	1131 W 6TH ST	ONTARIO	91762	332.40	33.24	65.82	431.44
31286115005	479533007	684277	ZEPEDA, SAUL (RENT)	25730	ROSEBAY CT	92553-4706	CEPEDA SAUL	34640 ALVARADO NILES RD	UNION CIT	94587	166.80	16.68	33.03	216.5
70073065009	475100034	684277	MORETTI, TRACY	24051	ROSELEAF PL	92557-5536	DALLIN	5440 TRABUCO RD	IRVINE CA	92620	332.40	33.24	65.82	431.44
89927255005	475100032	684277	NEWBERRY, LOUISE	24065	ROSELEAF PL	92557-5536	NEWBERRY LOUISE	24065 ROSELEAF PL	MORENO V	92557	130.29	13.03	25.80	169.10
31095555007	475100031	684277	RICHMOND, PEGGY (RENT)	24071	ROSELEAF PL	92557-5536	JOHNSON ALLAN	24071 ROSELEAF PL	MORENO V	92557	105.24	10.524	20.84	136.6
54548005003	484182025	684277	HIGGS, LAWRENCE	14654	ROSEMARY AVE	92553-4931	STANLEY RICHARD K	14654 ROSEMARY AVE	MORENO V	92553	128.03	12.80	25.35	166.18
31113675003	484303040	684277	STEELE, SEAN (OWNR)	14763	ROSEMARY AVE	92553-5079	STEELE SEAN D	14763 ROSEMARY AVE	MORENO V	92553	255.40	25.54	50.57	331.50
90442483004	484303041	684277	CUEVAS, GUSTAVO (RENT)	14773	ROSEMARY AVE	92553-5079	MEAN VANEE RIM	14773 ROSEMARY AVE	MORENO V	92553	503.67	50.37	99.73	653.76
82986095002	484321010	684277	KAROLCZAK, JOHN	14780	ROSEMARY AVE	92553-5022	HANSEL ALLAN	14780 ROSEMARY AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31201285008	484321011	684277	GRAVES, ASHLEY (RENT)	14790	ROSEMARY AVE	92553-5022	HOME EXPO FINANCIAL INC	P O BOX 9818	MORENO V	92552	27.88	2.79	5.52	36.18
31357795001	484303045	684277	ALONZO, VINCENT	14811	ROSEMARY AVE	92553-5044	ALONZO VINCENT	14811 ROSEMARY AVE	MORENO V	92553	104.90	10.49	20.77	136.16
93638915004	260163017	684277	EVANS, SHEENA	23589	ROSEMEADOW CT	92557-3931	EVANS SHEENA	23589 ROSE MEADOW CT	MORENO V	92557	255.40	25.54	50.57	331.50
74713135002	304471037	684277	MOORE, CAROL (RENT)	27611	ROSEMONT CT	92555-5716	LE ANH C	27611 ROSEMONT CT	MORENO V	92555	256.05	25.61	50.70	332.34
70408995002	304471030	684277	RUOZUK, BEATRICE	27688	ROSEMONT CT	92555-5716	ROZUK CHARLES J	27688 ROSEMONT CT	MORENO V	92555	23.09	2.31	4.57	29.96
92429243000	481222004	684277	RUBIO, SALVADOR (OWNR)	12808	ROSS ST	92553-3733	RUBIO SALVADOR B	12808 ROSS ST	MORENO V	92553	255.40	25.54	50.57	331.50
31124365005	481222005	684277	RODRIGUEZ, MARILYN	12820	ROSS ST	92553-3733	RODRIGUEZ FAMILY TRUST	2875 KILKENNY DR	SPRINGFIE	45503	255.29	25.53	50.55	331.36
31333685005	482552008	684277	WELCH, STAPGEN (RENT)	24041	ROTHBURY DR	92553-6236	SBR MANAGEMENT	16196 JACOBS CIR	RIVERSIDE	92504	212.05	21.205	41.99	275.24
96762105009	482553015	684277	JENNINGS, RUSSELL	24124	ROTHBURY DR	92553-3384	CORTEZ NOEMI H	24124 ROTHBURY DR	MORENO V	92553	255.40	25.54	50.57	331.50
50496535008	482553017	684277	MIRANDA, ARTHUR (OWNR)	24136	ROTHBURY DR	92553-3384	MIRANDA ARNALDO	24136 ROTHBURY DR	MORENO V	92553	255.40	25.54	50.57	331.50
86382615001	482553021	684277	MACARIA, EMSIZA (RENT)	24164	ROTHBURY DR	92553-3384	HOME EXPO FINANCIAL INC	P O BOX 9818	MORENO V	92552	36.85	3.69	7.30	47.82
31435565003	482552030	684277	LEWIS, KIMMEKA (RENT)	24185	ROTHBURY DR	92553-3317	CAMPOS ALFONSO J	2601 PAULINE ST	WEST COV	91792	226.94	22.69	44.93	294.56
68603585008	482553025	684277	GREGORY, AMY	24192	ROTHBURY DR	92553-3318	GREGORY ROBIN ALISDAIR	24192 ROTHBURY DR	MORENO V	92553	255.40	25.54	50.57	331.50
96364285006	482552029	684277	HATTER, DON	24193	ROTHBURY DR	92553-3317	HATTER DONALD S	24193 ROTHBURY DR	MORENO V	92553	255.29	25.53	50.55	331.36
33341585009	486490015	684277	WILKERSON, LAQUISHA	14651	ROUND LEAF RD	92555-4742	WILKERSON JEFFERY	14651 ROUND LEAF RD	MORENO V	92555	249.96	25.00	49.49	324.44
31162735008	486490013	684277	PULIDO, RAFAEL (OWNR)	14675	ROUND LEAF RD	92555-4742	PULIDO RAFAEL	14675 ROUND LEAF RD	MORENO V	92555	255.29	25.53	50.55	331.36
31229615000	486490011	684277	MOMELSO, JORGE (OWNR)	14699	ROUND LEAF RD	92555-4742	MONTOLFO JORGE	14699 ROUND LEAF RD	MORENO V	92555	207.64	20.76	41.11	269.50
73684815003	264431053	684277	GARCIA, ESPERANZA	23805	ROWE DR	92557-7930	ARCE FRANK	23805 ROWE DR	MORENO V	92557	125.90	12.59	24.93	163.40
88262465004	264431050	684277	CARDOZA, FAUSTINO (OWNR)	23823	ROWE DR	92557-7931	CARDOZA FAUSTINO	23823 ROWE DR	MORENO V	92557	57.57	5.76	11.40	74.72
96480515002	264431028	684277	GARCIA, MARIA L	23824	ROWE DR	92557-7929	SALMERON MARIA L	23824 ROWE DR	MORENO V	92557	255.29	25.53	50.55	331.36
91231065008	264431030	684277	APODACA, ROBERT	23840	ROWE DR	92557-7929	APODACA ROBERT R	23840 ROWE DR	MORENO V	92557	178.90	17.89	35.42	232.20
75685475009	264431044	684277	AMEZCUA, MARIA	23875	ROWE DR	92557-7932	AMEZCUA MARIA E	23875 ROWE DR	MORENO V	92557	135.29	13.53	26.79	175.60
70128495001	264431040	684277	BLANCO, MYRA (OWNR)	23945	ROWE DR	92557-7935	BLANCO MAYRA A	23945 ROWE DR	MORENO V	92557	274.45	27.45	54.34	356.22
31584325009	256301006	684277	KOSIGIN, JULIE	21675	ROWENA DR	92557-8576	VALDERRAMA GIOVANNA	21675 ROWENA DR	MORENO V	92557	255.29	25.53	50.55	331.36
31379475002	256306016	684277	ZAVALA, HECTOR AND KATHLYN	21690	ROWENA DR	92557-8505	ZAVALA HECTOR	21690 ROWENA DR	MORENO V	92557	255.29	25.53	50.55	331.36
93518685006	256301002	684277	FONSECA, ROBERT	21715	ROWENA DR	92557-8535	FONSECA ROBERT	21715 ROWENA DR	MORENO V	92557	332.40	33.24	65.82	431.44
62578315005	475331019	684277	KELLEY, AMANDA (RENT)	24039	ROYALE ST	92557-5011	GASTON MICHAEL A	24039 ROYALE ST	MORENO V	92557	408.04	40.80	80.79	529.62
97980885002	475334002	684277	JONES, PAUL AND MYIESHA (OWN	24052	ROYALE ST	92557-5010	JONES MIEESHA K	24052 ROYALE ST	MORENO V	92557	183.22	18.32	36.28	237.80
94666323008	475342020	684277	FLEMING, GLORIA	24132	ROYALE ST	92557-5019	FLEMING GLORIA	24132 ROYALE ST	MORENO V	92557	191.77	19.18	37.97	248.90
87341435004	475343003	684277	WARREN, DAVID	24153	ROYALE ST	92557-5020	WARREN DAVID B	24153 ROYALE ST	MORENO V	92557	232.64	23.26	46.06	301.96
62367075003	475343004	684277	MARIANARO, JOSEPH	24165	ROYALE ST	92557-5020	MARINARO JOSEPH	24165 ROYALE ST	MORENO V	92557	255.29	25.53	50.55	331.36
89166313008	475343009	684277	BLACK, YURINE (RENT)	24231	ROYALE ST	92557-5013	WHITE JOE H	10311 STARSHINE DR	MORENO V	92557	63.63	6.363	12.60	82.58
31061845009	256215008	684277	RODRIGUEZ, MELIZ (RENT)	11895	RUDBECKIA CIR	92557-8623	STEVENS JOHN T	11895 RUDBECKIA CIR	MORENO V	92557	197.78	19.78	39.16	256.70
95051965007	485072035	684277	PRICE, LANCE	24667	RUGBY LN	92551-4022	GUERRERO FLOR A	24667 RUGBY LN	MORENO V	92551	255.40	25.54	50.57	331.50
31454275005	485075002	684277	SANCHEZ, TINA MARIE (RENT)	24690	RUGBY LN	92551-0909	COLFIN AI CA 4	24682 DEL PRADO NO 200	DANA POI	92629	189.88	18.99	37.60	246.46
96150995000	485072032	684277	STEPHENS, COLMAN AND PATRICI	24697	RUGBY LN	92551-4022	STEPHENS COLEMAN	24697 RUGBY LN	MORENO V	92551	255.40	25.54	50.57	331.50
60176775003	485075003	684277	RICHMOND, GENE	24700	RUGBY LN	92551-4029	RICHMOND EUGENE CARL	24700 RUGBY LN	MORENO V	92551	255.29	25.53	50.55	331.36
95931745007	485075004	684277	ESTRADA, SANDRA (OWNR)	24710	RUGBY LN	92551-4029	ESTRADA SANDRA A	24710 RUGBY LN	MORENO V	92551	105.29	10.53	20.85	136.66
84166175002	296232026	684277	PILGRIM, JULIE ANN (RENT)	13553	RUNDELL DR	92553-3412	HARPER ORESTER J	13553 RUNDELL DR	MORENO V	92553	255.29	25.53	50.55	331.36
31352925005	296233026	684277	BULLOCK, ELMIRA (RENT)	13584	RUNDELL DR	92553-3413	MOORE AARON N	19110 COLBECK AVE	CARSON C	90746	255.40	25.54	50.57	331.50
89852325001	296233025	684277	ZELEDON, ERIC (OWNR)	13598	RUNDELL DR	92553-3413	ZELEDON ERICK J	13598 RUNDELL DR	MORENO V	92553	255.40	25.54	50.57	331.50
96804495007	296233023	684277	JOHNSON, ROBERT	13624	RUNDELL DR	92553-3484	EOS ENTERPRISES	402 COLUMBUS CIR	CORONA D	92625	105.21	10.521	20.83	136.56
81593025002	296232032	684277	COOPER, KIMBERLY	13631	RUNDELL DR	92553-1700	CHILDS JOE A	25787 LOS CABOS DR	MORENO V	92551	190.98	19.10	37.81	247.88
96438475008	296233022	684277	WILLIAMS, GARY	13636	RUNDELL DR	92553-3484	WILLIAMS GARY D	13636 RUNDELL DR	MORENO V	92553	191.66	19.17	37.95	248.76
49914875002	296233021	684277	POWELL, STEVEN AND PAMELA	13643	RUNDELL DR	92553-1700	SOLIZ KIM	13646 RUNDELL DR	MORENO V	92553	255.40	25.54	50.57	331.50
91199605004	296243025	684277	RODRIGUEZ, TRINIDAD	13678	RUNDELL DR	92553-3414	RODRIGUEZ TRINIDAD	29165 WILLIAMS AVE	MORENO V	92555	255.40	25.54	50.57	331.50
94698525009	296243024	684277	ROCHA, MARIO	13686	RUNDELL DR	92553-3414	GREEN SHARK	P O BOX 1747	CHINO HIL	91709	63.96	6.40	12.66	83.02
31633645007	296091004	684277	HERNANDEZ, ANDRES AND MIRIA	13049	RUNNING DEER RD	92553-3244	HERNANDEZ ANDRES	3738 HARRISON ST	RIVERSIDE	92503	159.35	15.94	31.55	206.82
65034775009	296131002	684277	BURKETT, TOM	13275	RUNNING DEER RD	92553-3245	BURKETT THOMAS E	13275 RUNNING DEER RD	MORENO V	92553	255.29	25.53	50.55	331.36
62946025005	296131003	684277	TITH, PHALLA	13289	RUNNING DEER RD	92553-3245	FLORES JULIO	13289 RUNNING DEER RD	MORENO V	92553	255.29	25.53	50.55	331.36
99975463008	296133010	684277	WASHINGTON, REGINA	13338	RUNNING DEER RD	92553-3261	WASHINGTON ODIS RAY	27176 BIG HORN AVE	MORENO V	92555	246.19	24.62	48.75	319.54
88725693002	257210026	684277	GUERRERO, JESS (OWNR)	8840	RUNNING GUN LN	92557-0700	GUERRERO JESS	8840 RUNNING GUN LN	MORENO V	92553	59.31	5.93	11.74	76.98
31439825001	296134016	684277	ARELLANO, SHEILA	13350	RUNNING HORSE DR	92553-3202	SMITH MARK JOSEPH	13350 RUNNING HORSE DR	MORENO V	92553	56.04	5.604	11.10	72.72
31087285001	296135004	684277	HARNAGE, URSULA (RENT)	13368	RUNNING HORSE DR	92553-3203	ELLIS MARYANN E	22439 MOUNTAIN VIEW RD	MORENO V	92557	272.35	27.24	53.93	353.50
97996515016	296134018	684277	MARTINEZ, JULIO	13374	RUNNING HORSE DR	92553-3202	REYES ALFRED R	13374 RUNNING HORSE DR	MORENO V	92553	203.26	20.33	40.25	263.82

31458105002	296145020	684277	CABRAR, RAMIRO AND ESTER	13444	RUNNING HORSE DR	92553-3253	CABRAL MARQUEZ RAMIRO	13444 RUNNING HORSE DR	MORENO V	92553	255.40	25.54	50.57	331.50
87960415005	296144003	684277	JOHNSTON, LAURA (RENT)	13475	RUNNING HORSE DR	92553-3254	TRP FUND I	180 NEWPORT CENTER NO 230	NEWPORT	92660	89.64	8.964	17.75	116.34
93321115005	296145016	684277	ALANIZ, MARIA (RENT)	13488	RUNNING HORSE DR	92553-3253	GONZALEZ HUGO	1906 TUPELO WAY	PERRIS CA	92571	95.40	9.54	18.89	123.82
83182525007	312301023	684277	PEER, RUBEN	25308	RUNSEY CT	92551-2411	PEER ROBBIE J HAITH	25308 RUNSEY CT	MORENO V	92551	255.40	25.54	50.57	331.50
31220505002	304451005	684277	REYES, BLAKE	14880	RYDER WAY	92555-7057	REYES BLAKE WILLIAM	14880 RYDER WAY	MORENO V	92555	128.14	12.81	25.37	166.32
87981495004	304450008	684277	DANIELS, JAQUELINE	14915	RYDER WAY	92555-7058	DANIELS JACQUELINE T	14915 RYDER WAY	MORENO V	92555	255.40	25.54	50.57	331.50
31058295000	304231007	684277	HUNT, BILL AND JENNFIER	15025	RYDER WAY	92555-7025	HUNT BILL DON	15025 RYDER WAY	MORENO V	92555	326.45	32.65	64.64	423.72
90058115006	264052004	684277	WILLIAMS, VIVIAN	11111	SADDLE RIDGE RD	92557-4811	WILLIAMS VIVIAN H	11111 SADDLE RIDGE RD	MORENO V	92557	45.29	4.529	8.97	58.78
96789935008	264053009	684277	WUENCE, JULISSA	11140	SADDLE RIDGE RD	92557-4809	WUENCE EUDORO	11140 SADDLE RIDGE RD	MORENO V	92557	255.40	25.54	50.57	331.50
31085115001	312095001	684277	GONZALEZ, YVETTE	16288	SADDLEBROOK LN	92551-9222	GONZALEZ NORMAN E	16288 SADDLEBROOK LN	MORENO V	92551	191.55	19.155	37.93	248.62
31375915008	312095009	684277	BULLEY, JOSEPH	16308	SADDLEBROOK LN	92551-1122	BULLEY JOSEPH M	16308 SADDLEBROOK LN	MORENO V	92551	255.29	25.53	50.55	331.36
31408975004	312091010	684277	WILLIAMS, PATTY (RENT)	16339	SADDLEBROOK LN	92551-9232	ACOSTA MARIA C	8006 BONFIELD AVE	NORTH HC	91605	195.73	19.57	38.75	254.04
31410875001	312091019	684277	GONZALES, ALMA	16369	SADDLEBROOK LN	92551-9233	GONZALEZ ALMA R	16369 SADDLEBROOK LN	MORENO V	92551	255.29	25.53	50.55	331.36
31259485004	312144004	684277	SANCHEZ, BEATRICE (OWNR)	16531	SADDLEBROOK LN	92551-2565	SANCHEZ MARCOS	16531 SADDLEBROOK LN	MORENO V	92551	127.66	12.77	25.28	165.70
87349255004	312144008	684277	CO, MARCELLO (OWNR)	16571	SADDLEBROOK LN	92551-2565	CO MARCELO	16571 SADDLEBROOK LN	MORENO V	92551	191.77	19.18	37.97	248.90
31278285006	312301001	684277	SMITH, LAVINA	16586	SADDLEBROOK LN	92551-2564	NGUYEN VAN THUY	16586 SADDLEBROOK LN	MORENO V	92551	324.45	32.45	64.24	421.12
83407135000	312144010	684277	MICHAEL, RAMON (OWNR)	16591	SADDLEBROOK LN	92551-2565	MORGAN NABIL E	333 N VINCENT AVE	COVINA C	91722	191.77	19.18	37.97	248.90
31388325005	312301006	684277	DOTSON, HAROLD AND BRIONNA	16644	SADDLEBROOK LN	92551-2556	DOTSON HAROLD EDWARD	16644 SADDLEBROOK LN	MORENO V	92551	166.52	16.65	32.97	216.14
87756495000	312301007	684277	HILL, JEVETTA (RENT)	16654	SADDLEBROOK LN	92551-2556	ASLAM NABEEL	14941 STEPHENSON	MORENO V	92555	125.54	12.55	24.86	162.94
88474783008	312301008	684277	TAYLOR, SHAKIRA	16664	SADDLEBROOK LN	92551-2556	TRAN KIMCHI	16664 SADDLEBROOK LN	MORENO V	92551	132.16	13.216	26.17	171.54
97476513009	312301009	684277	JOHNSON, VICTOR AND CHRISTA	16676	SADDLEBROOK LN	92551-2556	JOHNSON VICTOR	16676 SADDLEBROOK LN	MORENO V	92551	332.64	33.26	65.86	431.76
31180515005	312151020	684277	MEJIA, MARIA	16677	SADDLEBROOK LN	92551-2557	MEJIA ANTONIO	27265 OCEAN DUNES ST	MORENO V	92555	255.29	25.53	50.55	331.36
88818605004	312151021	684277	SPRINGER, ERNESTINA	16687	SADDLEBROOK LN	92551-2557	SPRINGER ERNESTINA B	P O BOX 8083	MORENO V	92552	255.18	25.518	50.53	331.22
95934355002	312313008	684277	ESPARZA, CHISTINA (OWNR)	16818	SADDLEBROOK LN	92551-2421	SENG YOUVAPHEAP	8980 ACORN WAY	GILROY CA	95020	63.96	6.40	12.66	83.02
31065555000	312313011	684277	HO, ANH	16872	SADDLEBROOK LN	92551-2421	HO ALEXANDER SON	16872 SADDLEBROOK LN	MORENO V	92551	255.29	25.53	50.55	331.36
70430975000	487481042	684277	SLETUS, ERNEST (RENT)	26624	SAFFRON CIR	92555-3834	MARTINEZ RODRIGUEZ SHELLY	26624 SAFFRON CIR	MORENO V	92555	157.60	15.76	31.20	204.56
31537115001	487532016	684277	MUDRICK, CURTIS	26560	SAGE BRUSH CT	92555-3816	COLLAZO LUIS CARLOS H	26560 SAGEBRUSH CT	MORENO V	92555	255.29	25.53	50.55	331.36
98265185014	308370014	684277	WILKES, DONALD AND MICHELLE	15508	SAGE CT	92555-2930	WILKES DONALD	15508 SAGE CT	MORENO V	92555	255.40	25.54	50.57	331.50
31361765009	308370021	684277	JOHNSON, HENRY	15545	SAGE CT	92555-2930	CHERRY MICHELLE L	15658 RIO BLANCO TRL	MORENO V	92555	255.18	25.518	50.53	331.22
91808763006	308364002	684277	RICHARDS, MARCIE (OWNR)	15605	SAGE CT	92555-2931	RICHARD MARSIE ENORA	15605 SAGE CT	MORENO V	92555	255.40	25.54	50.57	331.50
92473095009	308364003	684277	HILOBSKY, JACKIE (RENT)	15615	SAGE CT	92555-2931	BAUDERS STEWART J	15615 SAGE CT	MORENO V	92555	113.58	11.358	22.49	147.42
77332585003	308364004	684277	DUFF, MARIE	15625	SAGE CT	92555-2933	DUFF JOHN W	15625 SAGE CT	MORENO V	92552	255.29	25.53	50.55	331.36
94537515001	308364010	684277	NAVARRO, EDGAR (OWNR)	15685	SAGE CT	92555-2933	NAVARRO EDGAR	15685 SAGE CT	MORENO V	92555	128.14	12.81	25.37	166.32
31516205006	474471033	684277	WILSON, BRUCE	10452	SAGECREST DR	92557-3036	WILSON BRUCE	10452 SAGECREST DR	MORENO V	92557	105.40	10.54	20.87	136.80
75648235008	474471039	684277	HOLLIS, FRED	10457	SAGECREST DR	92557-3036	HOLLIS FRED L	10457 SAGECREST DR	MORENO V	92557	255.29	25.53	50.55	331.36
31368635002	474471031	684277	FLORES, JOHN	10472	SAGECREST DR	92557-3036	FLORES JOHN	10472 SAGECREST DR	MORENO V	92557	28.73	2.87	5.69	37.28
86617913007	474471041	684277	PHELPS, PATRICIA	10479	SAGECREST DR	92557-3036	SCHONK CHRISTIAN H	10479 SAGECREST DR	MORENO V	92557	255.40	25.54	50.57	331.50
50512105002	475100063	684277	SCHREDER, NICOLE (RENT)	11314	SAGEWOOD PL	92557-5531	HERNANDEZ JAIME	11314 SAGEWOOD PL	MORENO V	92557	81.30	8.13	16.10	105.52
53133535004	475100061	684277	SAMS, ROCHELLE	11347	SAGEWOOD PL	92557-5531	SIMS ROCHELLE M	11347 SAGEWOOD PL	MORENO V	92557	255.18	25.518	50.53	331.22
31096735008	308582011	684277	JOHNSON, CRISTINA (RENT)	26944	SALT MISSIONS CIR	92555-4981	LLANES JESUS R	48 HAWAII DR	ALISO VIEJ	92656	107.07	10.707	21.20	138.96
94619635002	308582026	684277	RICHARDSON, EVATTE	26951	SALT MISSIONS CIR	92555-4981	WELLS FARGO BANK	800 BROOKSEDGE BLV	WESTERVI	43081	255.29	25.53	50.55	331.36
93187565005	308582023	684277	PALMER, ANA SOFHIA	26981	SALT MISSIONS CIR	92555-4981	SECRETARY HOUSING & URBAN DEV OF	2500 MICHELSON DR NO 100	IRVINE CA	92612	191.77	19.18	37.97	248.90
66581485009	486493002	684277	BROWN, VALERIE	14636	SALT RIVER WAY	92555-4750	BROWN DARRYL W	14636 SALT RIVER WAY	MORENO V	92555	255.40	25.54	50.57	331.50
#REF!	486493005	684277	SAMPSON, GEORGE (RENT)	14672	SALT RIVER WAY	92555-4750	ARIAS, MARTIN	#REF!	MORENO V	#REF!	63.63	6.363	12.60	82.58
98268905017	474511028	684277	WENDELL, CARR (RENT)	10460	SALTBUSH CIR	92557-3055	GREEN MELVIN R	10460 SALTBUSH CIR	MORENO V	92557	255.40	25.54	50.57	331.50
53514735003	474511029	684277	CALDERON, BRENDA	10472	SALTBUSH CIR	92557-3055	CALDERON BRENDA ALICE	10472 SALTBUSH CIR	MORENO V	92557	81.51	8.15	16.14	105.78
53692275003	474511030	684277	SINGH, CAROL	10486	SALTBUSH CIR	92557-3055	SINGH CAROL N	P O BOX 1351	MORENO V	92556	191.22	19.12	37.86	248.20
31642855003	474511031	684277	GARCIA, JOSE (OWNR)	10494	SALTBUSH CIR	92557-3055	GARCIA JOSE A	10494 SALTBUSH CIR	MORENO V	92557	540.47	54.05	107.01	701.52
94814625001	487270034	684277	HILLMAN, DONALD (RENT)	12880	SAMPLE CT	92555-2346	MEPHORS IKE MAGNUS	P O BOX 1338	MORENO V	92556	503.67	50.37	99.73	653.76
90067413004	487270029	684277	MONROE, KEENA (RENT)	12931	SAMPLE CT	92555-2347	ARIZAGA JULIO	8621 CANDLEWOOD ST	CHINO CA	91708	119.49	11.95	23.66	155.08
93102585000	487270028	684277	LUNA, NIDIA (RENT)	12941	SAMPLE CT	92555-2307	WHITMAN ROBERT DARRYL	8748 DENKER AVE	LOS ANGEI	90047	255.40	25.54	50.57	331.50
31606225001	487270043	684277	TUTOKI, DAVID	12980	SAMPLE CT	92555-2306	TUTOKI DAVE	12980 SAMPLE CT	MORENO V	92555	255.29	25.53	50.55	331.36
59831525009	474675007	684277	FRANKO, RAUL	25561	SAN ANTONIO ST	92557-5806	RIOS CARLOS V	14409 PASSAGE AVE	PARAMOU	90723	228.96	22.896	45.33	297.18
59834645008	474674014	684277	CARDIFF, MATT (OWN)	25576	SAN ANTONIO ST	92557-5805	LAKE PLACE HOMES	13405 INGLEWOOD STE 5	HAWTHOR	90250	224.10	22.41	44.37	290.88
31387815004	484072036	684277	LEWIS, SHAYLA (RENT)	14163	SAN CRISTOBAL BAY DR	92553-2908	MONDRAGON NESTOR	12861 W ST NO 104	GARDEN G	92840	124.28	12.43	24.61	161.30
82284975007	484072035	684277	DENNIS, DEMETRIUS (OWNR)	14175	SAN CRISTOBAL BAY DR	92553-2908	DENNIS DEMETRIUS	14175 SAN CRISTOBAL BAY DR	MORENO V	92553	152.52	15.252	30.20	197.96
69423125007	484072047	684277	CEDILLO, ANAYELLI (OWNR)	14184	SAN CRISTOBAL BAY DR	92553-2907	CEDILLO ANAYELLI	14184 SAN CRISTOBAL BAY DR	MORENO V	92553	191.77	19.18	37.97	248.90
96723815002	484072031	684277	URQUIZU, CESAR AND MARIA	14209	SAN CRISTOBAL BAY DR	92553-2937	URQUIZU CESAR AUGUSTO	14209 SAN CRISTOBAL BAY DR	MORENO V	92553	55.29	5.53	10.95	71.76
91938065008	484072050	684277	LUEVANOS, GENOVEVA (RENT)	14210	SAN CRISTOBAL BAY DR	92553-2936	LUEVANOS LUIS	14210 SAN CRISTOBAL BAY DR	MORENO V	92553	116.55	11.66	23.08	151.28
97513015004	484072030	684277	WRIGHT, FRANCES	14221	SAN CRISTOBAL BAY DR	92553-2937	WRIGHT FRANCIS	14221 SAN CRISTOBAL BAY DR	MORENO V	92553	60.67	6.07	12.01	78.74
93782535000	474403002	684277	NICHOLLS, MARCI J	11345	SAN FERNANDO ST	92557-5718	NICHOLLS WILLIAM V	11345 SAN FERNANDO ST	MORENO V	92557	332.40	33.24	65.82	431.44
82637675009	474401002	684277	PIERS, STEPHEN	11465	SAN FERNANDO ST	92557-5720	PIERS STEPHEN G	11465 SAN FERNANDO ST	MORENO V	92557	255.18	25.518	50.53	331.22
75114395007	304300010	684277	MILLER, SUDIE	14805	SAN JACINTO DR	92555-6368	MILLER TAYLOR CASSONJA A	14805 SAN JACINTO DR	MORENO V	92555	255.40	25.54	50.57	331.50
65550575006	486051001	684277	ROBLES, ANNA (RENT)	25508	SAN LUPE AVE	92551-7038	ORTIZ JOSEFINA	25508 SAN LUPE AVE	MORENO V	92551	255.40	25.54	50.57	331.50
90415415005	486051003	684277	FLORES, ERICA (OWNR)	25524	SAN LUPE AVE	92551-7038	DIAZ HECTOR	15738 BELLEZA CIR	MORENO V	92555	20.14	2.01	3.99	26.14

61240685005	486052002	684277	HAWKINS, SALLY	25547	SAN LUPE AVE	92551-7040	NAVA MIGUEL	P O BOX 583	ORANGE C	92856	255.29	25.53	50.55	331.36
31403725008	486052003	684277	MARSHALL, SHARA (OWNR)	25555	SAN LUPE AVE	92551-7040	MARSHALL SHARA M	25555 SAN LUPE AVE	MORENO V	92551	249.31	24.93	49.36	323.60
65887865001	486051007	684277	JIMENEZ, OSCAR	25556	SAN LUPE AVE	92551-7038	PENA ROGELIO	25556 SAN LUPE AVE	MORENO V	92551	332.64	33.26	65.86	431.76
65009735000	486051009	684277	WILLIAMS, KAMILA (OWNR)	25572	SAN LUPE AVE	92551-1447	WILLIAMS KAMILA D	25572 SAN LUPE AVE	MORENO V	92551	255.40	25.54	50.57	331.50
96380345000	486042001	684277	MORALES, ROBERT	25581	SAN LUPE AVE	92551-7040	MORALES ROBERT	25581 SAN LUPE AVE	MORENO V	92551	255.29	25.53	50.55	331.36
93886413004	486042003	684277	JOHNSON, TERRY (RENT)	25595	SAN LUPE AVE	92551-7040	PHAM SON	5379 E QUAIL RIDGE TERR	ANAHEIM	92807	139.13	13.91	27.55	180.58
91037823000	486041006	684277	MARTINEZ, HORTENCIA	25620	SAN LUPE AVE	92551-7036	MARTINEZ JAVIER	29155 CAMPBELL AVE	MORENO V	92555	255.29	25.53	50.55	331.36
31175185005	486041010	684277	JARAMILLO, JOSE	25652	SAN LUPE AVE	92551-7036	JARAMILLO JOSE	25652 SAN LUPE AVE	MORENO V	92551	255.40	25.54	50.57	331.50
70736085007	486042006	684277	SULCER, BEVERLY	25653	SAN LUPE AVE	92551-7042	SULCER ALFRED	25653 SAN LUPE AVE	MORENO V	92551	255.29	25.53	50.55	331.36
92814023009	486042007	684277	HINOJOSA, MIGUEL	25667	SAN LUPE AVE	92551-7042	NATIONSTAR MORTGAGE	6343 MYKONOS LN	RIVERSIDE	92506	228.96	22.896	45.33	297.18
70905395003	486042008	684277	THOMPSON, LAFON	25675	SAN LUPE AVE	92551-7042	THOMPSON LAFON	25675 SAN LUPE AVE	MORENO V	92551	255.29	25.53	50.55	331.36
59201345003	486041013	684277	WAFER, FLOYD	25676	SAN LUPE AVE	92551-1444	STRICKLAND CARLETTE	25676 SAN LUPE AVE	MORENO V	92551	255.29	25.53	50.55	331.36
96227145005	486042009	684277	PEDACE, CARLOS	25683	SAN LUPE AVE	92551-7042	ACOSTA JESUS ANGEL	25683 SAN LUPE AVE	MORENO V	92551	255.40	25.54	50.57	331.50
61294805007	486041019	684277	REMSON, LISA	25724	SAN LUPE AVE	92551-7043	REMSON LISA	25724 SAN LUPE AVE	MORENO V	92551	255.29	25.53	50.55	331.36
97116635006	316190035	684277	BOWERS, WILLIAM (OWNR)	24870	SAN MICHELE RD	92551-9522	CITY OF MORENO VALLEY	P O BOX 88005	MORENO V	92562	128.03	12.80	25.35	166.18
50428765002	474672008	684277	WATTS, CHRISTIANNE (OWNR)	25550	SAN THOMAS ST	92557-5800	WATTS TERRY	25550 SAN THOMAS ST	MORENO V	92557	255.40	25.54	50.57	331.50
69805495007	474674003	684277	WAGNER, MICHAEL	25577	SAN THOMAS ST	92557-5829	WAGNER MICHAEL	25577 SAN THOMAS ST	MORENO V	92557	155.29	15.53	30.75	201.56
31572255008	474672006	684277	ROSS, BEVERLY	25578	SAN THOMAS ST	92557-5800	ROSS FRED	25578 SAN THOMAS ST	MORENO V	92557	191.22	19.12	37.86	248.20
90981993004	479601022	684277	STARN, CRISTY	25500	SAND CREEK TRL	92557-7634	STARNES SJODEN KRISTY	25500 SAND CREEK TR	MORENO V	92557	255.29	25.53	50.55	331.36
92771215001	479601012	684277	CHANEY, MONTAQUE	25511	SAND CREEK TRL	92557-7634	RAMIREZ JOSE H RODRIGUEZ	25511 SAND CREEK TR	MORENO V	92557	255.18	25.518	50.53	331.22
95173205009	479601018	684277	HUDSON, LURLINE	25540	SAND CREEK TRL	92557-7634	HUDSON LURLINE	25540 SAND CREEK TR	MORENO V	92557	177.95	17.80	35.23	230.96
94974253000	486541019	684277	PUCKETT, ALLEN (OWNR)	27723	SAND DOLLAR WAY	92555-5766	PUCKETT ALLEN L	27723 SAND DOLLAR WAY	MORENO V	92555	255.40	25.54	50.57	331.50
99030923006	486542002	684277	JABER, KATIA	27730	SAND DOLLAR WAY	92555-5766	BILLINGSLEY SHONTE	27730 SAND DOLLAR WAY	MORENO V	92555	477.15	47.72	94.48	619.34
31469905001	487310032	684277	MENDOZA, MARIA (OWNR)	26443	SAND PALM CT	92555-2368	MENDOZA MARTIN	26443 SAND PALM CT	MORENO V	92555	100.52	10.05	19.90	130.46
94920035000	487310030	684277	MADRIGAL, ALEXANDRO	26467	SAND PALM CT	92555-2368	MADRIGAL ALEJANDRO	26467 SAND PALM CT	MORENO V	92555	280.29	28.03	55.50	363.80
57980495002	487310026	684277	HOLNESS, GERARD	26480	SAND PALM CT	92555-2368	HOLNESS RAY	26480 SAND PALM CT	MORENO V	92555	255.29	25.53	50.55	331.36
32413675007	475112003	684277	RAMOS, BELISARIO	24043	SANDBOW ST	92557-5526	RAMOS BELISARIO C	24043 SANDBOW ST	MORENO V	92557	191.96	19.20	38.01	249.16
31376575007	474272005	684277	REY, WELLY	26900	SANDI LN	92555-1915	RODRIGUEZ JUAN	26900 SANDI LN	MORENO V	92555	403.56	40.36	79.90	523.82
58816525001	474272004	684277	AYERS, NANCY (RENT)	26935	SANDI LN	92555-1915	GAGNON RUSSELL J	26935 SANDI LN	MORENO V	92555	130.04	13.00	25.75	168.78
82592465000	474272009	684277	GAPCZYNSKI, WILLIAM	26960	SANDI LN	92555-1915	GAPCZYNSKI WILLIAM A	26960 SANDI LN	MORENO V	92553	255.40	25.54	50.57	331.50
81942205003	264423015	684277	VIDAL, NANCY	11557	SANDPIPER CT	92557-7913	VIDAL NANCY D	11557 SANDPIPER CT	MORENO V	92557	128.03	12.80	25.35	166.18
76390855005	264423022	684277	TENORIO, VELIA (OWNR)	11558	SANDPIPER CT	92557-7913	TENORIO GUSTAVO A	11558 SANDPIPER CT	MORENO V	92557	255.18	25.518	50.53	331.22
31579455001	264423023	684277	KING, LARRY G	11570	SANDPIPER CT	92557-7914	KING ROSALIND M	11570 SANDPIPER CT	MORENO V	92557	255.29	25.53	50.55	331.36
66385645002	264423013	684277	ANGUIANO, MARIA (RENT)	11581	SANDPIPER CT	92557-7915	KOH KOKMENG	5832 PAL MAL AVE	TEMPLE CI	91780	55.94	5.594	11.08	72.6
97081575004	264423012	684277	MITCHEL, JOE (RENT)	11593	SANDPIPER CT	92557-7915	CHUNG VINCENT WAH HUNG	11593 SANDPIPER CT	MORENO V	92557	243.74	24.374	48.26	316.36
31480955007	264423025	684277	TORRES, MAURICE	11594	SANDPIPER CT	92557-7914	TORRES MAURICE	11594 SANDPIPER CT	MORENO V	92557	332.64	33.26	65.86	431.76
66403555001	264422007	684277	FOLLER , GINA (OWNR)	11625	SANDPIPER CT	92557-7917	LOUDEN	5440 TRABUCO RD STE H200	IRVINE CA	92620	91.35	9.135	18.09	118.56
88752773009	264421006	684277	DE LA ROSA, JOANNA (OWNR)	11686	SANDPIPER CT	92557-7918	SANCHEZ JOANNA S	11686 SANDPIPER CT	MORENO V	92557	255.29	25.53	50.55	331.36
92727815007	264421009	684277	ESQUIVEL, HERMAN (OWNR)	11722	SANDPIPER CT	92557-7918	RODRIGUEZ GERMAN E	11722 SANDPIPER CT	MORENO V	92557	255.40	25.54	50.57	331.50
31254125001	487131001	684277	ARNOLD, STEVE	12190	SANDRIA AVE	92555-1880	ARNOLD STEVE	12190 SANDRIA AVE	MORENO V	92555	71.77	7.18	14.21	93.14
90814533004	487131007	684277	ENRIQUEZ, VICTORIA	12250	SANDRIA AVE	92555-1879	ENRIQUEZ VICTORIA	12250 SANDRIA AVE	MORENO V	92555	183.73	18.37	36.38	238.48
97121865007	487111022	684277	ZAMORA, ANTOINETTE (RENT)	12375	SANDRIA AVE	92555-1874	PALOMAREZ ROBERT	12375 SANDRIA AVE	MORENO V	92555	332.40	33.24	65.82	431.44
61068435003	475111035	684277	TREANOR, BRITTANY (OWNR)	11453	SANDSTONE PL	92557-5527	TREANOR ANDREW M	11453 SANDSTONE PL	MORENO V	92557	255.40	25.54	50.57	331.50
31298305000	475100021	684277	RIVAS, ANGELINA	24010	SANDY GLADE AVE	92557-5528	RIVAS MODESTO	24010 SANDY GLADE AVE	MORENO V	92557	409.51	40.95	81.08	531.54
55728445008	475111001	684277	TUCKER, DARRELL	24011	SANDY GLADE AVE	92557-5529	TUCKER DARRELL	24011 SANDY GLADE AVE	MORENO V	92557	255.29	25.53	50.55	331.36
94141675008	475111003	684277	BLACKBURN, SUSAN (RENT)	24039	SANDY GLADE AVE	92557-5529	VERNON DAVID F	24039 SANDY GLADE AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31570085008	475100024	684277	ALVAREZ, ERNIE (OWNR)	24050	SANDY GLADE AVE	92557-5528	ALVAREZ ERNIE ANGEL	24050 SANDY GLADE AVE	MORENO V	92557	255.40	25.54	50.57	331.50
31414635004	475100025	684277	NEWTON, VICKIE	24066	SANDY GLADE AVE	92557-5528	NEWTON VICKIE ANN	24066 SANDY GLADE AVE	MORENO V	92557	91.66	9.17	18.15	118.96
94259525000	475111005	684277	VORGEACK, PATRICK	24067	SANDY GLADE AVE	92557-5529	VORGEACK PATRICK	24682 DEL PRADO STE 200	DANA POI	0	255.40	25.54	50.57	331.50
31331205000	475111006	684277	MORTON, OBELL	24081	SANDY GLADE AVE	92557-5529	LOVER THOMASZINA	24081 SANDY GLADE AVE	MORENO V	92557	390.39	39.04	77.30	506.72
66122965001	475111007	684277	WILLIFORD, RHON (RENT)	24093	SANDY GLADE AVE	92557-5529	WILLIFORD RAFAEL	24093 SANDY GLADE RD	MORENO V	92557	295.08	29.51	58.43	383.00
94319655004	475111010	684277	YOAKUM, JOHN	24121	SANDY GLADE AVE	92557-5544	YOAKUM JONI DESMOND	24121 SANDY GLADE AVE	MORENO V	92557	128.03	12.80	25.35	166.18
90586983003	478391003	684277	GUTIERREZ, ERICKA	13373	SANTA ANITA AVE	92555-8416	GUTIERREZ JAPHET	13373 SANTA ANITA AVE	MORENO V	92555	255.29	25.53	50.55	331.36
93770255003	474403006	684277	FIELDS, CLAUDE W	25446	SANTA BARBARA ST	92557-5701	FIELDS CLAUDE W	25446 SANTA BARBARA ST	MORENO V	92557	255.29	25.53	50.55	331.36
96524535003	308271011	684277	MCCARNS, STEPHANIE (RENT)	26395	SANTA ROSA DR	92555-4215	ACOSTA ROEL	26405 SANTA ROSA DR	MORENO V	92555	236.69	23.67	46.86	307.22
91078675005	308272011	684277	FREELAND, RAMONA (RENT)	26475	SANTA ROSA DR	92555-4216	AKCHERALIAN MARIA DOLORES	26475 SANTA ROSA DR	MORENO V	92555	169.30	16.93	33.52	219.74
31292675005	308273006	684277	MILES III, BILLIE C	26500	SANTA ROSA DR	92555-4214	MILES BILLIE CARTER	26500 SANTA ROSA DR	MORENO V	92552	255.40	25.54	50.57	331.50
50498535004	308272014	684277	ZACHERY, CHERI (RENT)	26505	SANTA ROSA DR	92555-4217	YC PROP INV	2226 E 52ND ST	VERNON C	90058	255.29	25.53	50.55	331.36
92030675005	308273004	684277	GONZALEZ, CINDY (RENT)	26520	SANTA ROSA DR	92555-4214	GUZMAN ARMANDO	26520 SANTA ROSA DR	MORENO V	92552	235.41	23.54	46.61	305.56
98319145018	308272017	684277	ANDREAS, STEVE	26535	SANTA ROSA DR	92552-	ANDREAS STEVE	26535 SANTA ROSA DR	MORENO V	92555	332.40	33.24	65.82	431.44
73095415006	308272019	684277	VILLAVICENCIO, JUAN	26555	SANTA ROSA DR	92555-4217	MUNEERUDDIN KHAJA	462 BOYNTON AVE NO B14	SAN JOSE	95117	332.40	33.24	65.82	431.44
94349625008	308261026	684277	BOND, CAROLINE	26600	SANTA ROSA DR	92555-4203	BOND CAROLYN JEAN	26600 SANTA ROSA DR	MORENO V	92555	255.29	25.53	50.55	331.36
97105395009	308262003	684277	LASKEY, MARCUS	26637	SANTA ROSA DR	92555-4202	CUI YAN	15436 FELDSPAR DR	CHINO HIL	91209	126.92	12.69	25.13	164.74
96384725002	308262004	684277	AVILA, MARK	26655	SANTA ROSA DR	92555-4202	AVILA MARK S	26655 SANTA ROSA DR	MORENO V	92555	53.06	5.31	10.51	68.86
94266745009	308261016	684277	BURTON, JOHN AND EVANGELINE	26742	SANTA ROSA DR	92555-4205	BURTON JOHN I	26742 SANTA ROSA DR	MORENO V	92555	128.03	12.80	25.35	166.18

31287145007	308261012	684277	CAMTADASSO, PETE (OWNR)	26798	SANTA ROSA DR	92555-4205	CAMPABASSO PETER N	26798 SANTA ROSA DR	MORENO V	92555	255.40	25.54	50.57	331.50
97609875009	291641011	684277	VALENZUELA, CONSUELO (RENT)	13317	SASSAFRAS ST	92553-6976	PROLINE PRODUCTS INC	516 N DIAMOND BAR NO 188	DIAMOND	91765	255.40	25.54	50.57	331.50
31169825004	291642009	684277	RAMOS, LORENA (OWNR)	13330	SASSAFRAS ST	92553-6975	RAMOS MAX C	13330 SASSAFRAS ST	MORENO V	92553	191.77	19.18	37.97	248.90
59069875002	482451039	684277	RODRIGUEZ, SERGIO (OWNR)	14275	SAYAN PL	92553-3959	RODRIGUEZ SERGIO	14275 SAYAN PL	MORENO V	92553	255.29	25.53	50.55	331.36
89537145002	482451038	684277	CANALES, CIOMARA (RENT)	14276	SAYAN PL	92553-3961	HOANG KEVIN	1945 REDDING AVE	ROSEMEAD	91770	155.40	15.54	30.77	201.7
31537875001	482451035	684277	VAZQUEZ, JUAN (RENT)	14318	SAYAN PL	92553-3961	ECHEVARRIA JUAN PABLO V	14318 SAYAN PL	MORENO V	92553	86.95	8.70	17.22	112.86
49831615003	482451043	684277	CANO, MARIA	14331	SAYAN PL	92553-3959	SHIH WEI MING	17F 1 NO 148 DUNHA S RD	SEC 2 TEIPI	0	191.77	19.18	37.97	248.90
97181833008	264405002	684277	NEWELL, RUBEN	22378	SCARLET SAGE WAY	92557-5917	NEWELL ADRIENNE	22378 SCARLET SAGE WAY	MORENO V	92557	255.40	25.54	50.57	331.50
97354585003	264405004	684277	AGUINALDO, JACKIE	22402	SCARLET SAGE WAY	92557-5917	AMANTE FELIX NINO	22402 SCARLET SAGE WAY	MORENO V	92557	55.29	5.529	10.95	71.76
75119075003	264405005	684277	JIMENEZ, MIRNA (RENT)	22414	SCARLET SAGE WAY	92557-5917	TEJEDA ELENA	22414 SCARLET SAGE WAY	MORENO V	92557	255.40	25.54	50.57	331.50
97129895004	264403013	684277	FAUSTO, FRANCISCO	22419	SCARLET SAGE WAY	92557-5918	FAUSTO FRANCISCO C	22419 SCARLET SAGE WAY	MORENO V	92557	332.40	33.24	65.82	431.44
88636205004	264405006	684277	CORONA , MARIA	22426	SCARLET SAGE WAY	92557-5917	AZURIN RAMON M & NORMA G FAMILY	22426 SCARLET SAGE WAY	MORENO V	92557	285.79	28.58	56.59	370.94
95773045000	264412018	684277	MEDINA, GERARDO	22521	SCARLET SAGE WAY	92557-5921	MEDINA GERARDO	22521 SCARLET SAGE WAY	MORENO V	92557	191.77	19.18	37.97	248.90
92938085003	264412017	684277	YOUNG, CAROL AND THEODORE	22533	SCARLET SAGE WAY	92557-5921	YOUNG THEODORE	22533 SCARLET SAGE WAY	MORENO V	92557	255.29	25.53	50.55	331.36
87451695006	264413007	684277	WIENS, DANNY (RENT)	22546	SCARLET SAGE WAY	92557-5922	WIENS BENJAMIN M	P O BOX 650043	DALLAS TX	75265	83.46	8.346	16.53	108.32
57886265009	296263022	684277	ARMENTA, SERGIO (OWNR)	13651	SCHAYLEEN CT	92553-3418	ARMENTA SERGIO	13651 SCHAYLEEN CT	MORENO V	92553	332.40	33.24	65.82	431.44
31378725002	296263030	684277	BROWN, PEGGY L	13747	SCHAYLEEN CT	92553-1706	BROWN ANDREW	13747 SCHAYLEEN CT	MORENO V	92553	255.29	25.53	50.55	331.36
31291325001	296263011	684277	WOLLENWEBER, SHERI	13748	SCHAYLEEN CT	92553-3419	WOLLENWEBER SHERI E	13748 SCHAYLEEN CT	MORENO V	92553	255.29	25.53	50.55	331.36
90872163009	291311022	684277	ANDRADE, SERGIO	22892	SCHRIBNER DR	92553-6434	SOSA FRANCISCO	22892 SCHRIBNER DR	MORENO V	92553	255.29	25.53	50.55	331.36
94288805000	291342008	684277	VASQUEZ, TRINIDAD	22756	SCOTIA LN	92557-6905	VAZQUEZ QUINTERO OSWALDO	22756 SCOTIA LN	MORENO V	92557	255.29	25.53	50.55	331.36
94688795003	291342013	684277	MARTINEZ, JIMMY (OWNR)	22814	SCOTIA LN	92557-6990	MARTINEZ JIMMY A	22814 SCOTIA LN	MORENO V	92557	332.40	33.24	65.82	431.44
91443833008	291331016	684277	ZAKHAROV, MICHAEL	22862	SCOTIA LN	92557-6990	VINTAGE WORLD PROP	10161 BOLSA AVE NO 204C	WESTMINS	92683	155.29	15.529	30.75	201.56
73887615004	291331011	684277	HAILE, WILLIAM (RENT)	22940	SCOTIA LN	92557-6908	CHOCK GAILLANE E H	2326 BLUE HAVEN DR	ROWLAND	91748	255.40	25.54	50.57	331.50
90391463007	487030006	684277	CASTILLO, MARGIE (RENT)	26018	SCOTT VICTOR CIR	92555-1834	FEDERAL NATL MORTGAGE ASSN	3232 NEWMARK DR	MIAMISBU	45342	545.48	54.55	108.01	708.02
31162765001	487030002	684277	BANUELOS, MARIBEL (OWNR)	26050	SCOTT VICTOR CIR	92555-1834	BANUELOS ARTURO	26050 SCOTT VICTOR CIR	MORENO V	92555	255.40	25.54	50.57	331.50
92647225001	291313006	684277	WILLIAMSON, ROBERT (OWNR)	22853	SCRIBNER DR	92553-6435	WILLIAMSON ROBERT M	22853 SCRIBNER DR	MORENO V	92553	95.60	9.56	18.93	124.08
74030655001	291311025	684277	INIGUEZ, EFREN M	22940	SCRIBNER DR	92553-7825	INIGUEZ EFREN M	22940 SCRIBNER DR	MORENO V	92553	255.29	25.53	50.55	331.36
31269215000	478271009	684277	LESAN, JAQUELYN	28082	SEA BISCUIT ST	92555-6000	LESAN JACQUELYN I	28082 SEA BISCUIT ST	MORENO V	92555	332.64	33.26	65.86	431.76
59678775001	478261013	684277	LINTON, LAURENCE	28225	SEA BISCUIT ST	92555-6002	LINTON LAWRENCE R	28225 SEA BISCUIT ST	MORENO V	92555	332.40	33.24	65.82	431.44
31315475006	264302034	684277	VELOS AVILES SR, LUIS	23015	SEABROOK LN	92557-6165	AVILES LUIS VELOS	23015 SEABROOK LN	MORENO V	92557	68.78	6.88	13.62	89.26
31357545004	264302032	684277	MARTIN, JESUS	23043	SEABROOK LN	92557-6165	OSORIO JUAN M	23043 SEABROOK LN	MORENO V	92557	140.58	14.06	27.83	182.46
96231735003	264153050	684277	SERRANO, ADOLFO (OWNR)	23311	SEAFARER WAY	92557-6117	SERRANO ADOLFO	23311 SEAFARER WAY	MORENO V	92557	127.92	12.792	25.33	166.04
97952415000	264153054	684277	MC GEE, JAMEE (RENT)	23343	SEAFARER WAY	92557-6117	REIS SEAN	29 MOUNTAIN LAUREL	TRABUCO	92679	255.40	25.54	50.57	331.50
31536595002	264153055	684277	DE LA CRUZ, AGUSTIN	23351	SEAFARER WAY	92557-6117	DELACRUZ AGUSTIN	23351 SEAFARER WAY	MORENO V	92557	63.96	6.40	12.66	83.02
56839265009	264153066	684277	VARGAS, TATIANA (RENT)	23449	SEAFARER WAY	92557-6118	VARGAS LORENA DEL CARMEN	23449 SEAFARER WAY	MORENO V	92557	225.40	22.54	44.63	292.56
97109545000	264153070	684277	HOLMES, DOROTHY (RENT)	23479	SEAFARER WAY	92557-6118	ESTRADA EVELYN	23479 SEAFARER WAY	MORENO V	92557	243.48	24.35	48.21	316.02
31216065002	475170042	684277	SHELTON, YVONNE	11525	SEAPORT CIR	92557-5515	SHELTON KELVIN	11525 SEAPORT CIR	MORENO V	92557	255.40	25.54	50.57	331.50
49723365004	475170043	684277	GONZALEZ, RUTH	11539	SEAPORT CIR	92557-5515	GONZALEZ VICTOR	11539 SEAPORT CIR	MORENO V	92557	255.40	25.54	50.57	331.50
92752235007	475170035	684277	ARAGON, ALBERT AND PATRICIA	11568	SEAPORT CIR	92557-5514	ARAGON PATRICIA	11568 SEAPORT CIR	MORENO V	92557	255.29	25.53	50.55	331.36
31580005004	482643009	684277	TORRES, AURORA	13512	SEARSON DR	92553-3822	TORRES BEDER	13512 SEARSON DR	MORENO V	92553	255.29	25.53	50.55	331.36
31181345000	482643008	684277	GUZMAN, ROBIN	13524	SEARSON DR	92553-3822	GUZMAN EDWARD Y	13524 SEARSON DR	MORENO V	92553	163.96	16.40	32.46	212.82
31645335006	482654010	684277	CARLE, ROBERT	13632	SEARSON DR	92553-3823	CARLE ROBERT D	13632 SEARSON DR	MORENO V	92553	255.29	25.53	50.55	331.36
58099505008	482654005	684277	GILLETTE, JAMES (OWNR)	13692	SEARSON DR	92553-3823	GILLETTE JAMES A	13692 SEARSON DR	MORENO V	92553	177.72	17.77	35.19	230.68
75003725003	312144022	684277	ZOCARIAS, JUDY	16510	SEATTLE SLEW DR	92551-2569	ZACARIAS OSBALDO	16510 SEATTLE SLEW DR	MORENO V	92551	332.64	33.26	65.86	431.76
89664833003	312144020	684277	RAMIREZ, MARTHA	16522	SEATTLE SLEW DR	92551-2569	RAMIREZ ANTONIO	16522 SEATTLE SLEW DR	MORENO V	92551	255.18	25.518	50.53	331.22
31453295003	312144019	684277	SOPELO, LETICIA	16528	SEATTLE SLEW DR	92551-2569	SOTELO JULIO MARQUEZ	16528 SEATTLE SLEW DR	MORENO V	92551	255.29	25.53	50.55	331.36
86340225001	312144013	684277	RICO, ADRIAN (RENT)	16572	SEATTLE SLEW DR	92551-2569	RICO SALOMON	16572 SEATTLE SLEW DR	MORENO V	92551	255.40	25.54	50.57	331.50
31334545003	312144012	684277	PEREZ, JOSE A AND JAQUELINE	16580	SEATTLE SLEW DR	92551-2569	PEREZ JOSE A	16580 SEATTLE SLEW DR	MORENO V	92551	255.40	25.54	50.57	331.50
92925655001	312151033	684277	SPENCE, GARY	16661	SECRETARIAT DR	92551-2541	SPENCE GARY R	16661 SECRETARIAT DR	MORENO V	92551	332.64	33.26	65.86	431.76
96604005004	312161023	684277	GRIFFIN, VERONICA	16704	SECRETARIAT DR	92551-2574	GRIFFIN VERONICA C	16704 SECRETARIAT DR	MORENO V	92551	255.29	25.53	50.55	331.36
31330305001	312161022	684277	JETER, TREESJE	16712	SECRETARIAT DR	92551-2542	RANDLE HOOVER R	16712 SECRETARIAT DR	MORENO V	92551	25.54	2.55	5.06	33.14
53445385003	312163016	684277	TEMORES, ROGELIO (RENT)	16721	SECRETARIAT DR	92551-2543	MENDOZA MARTIN M	13589 MEADOWLANDS CT	MORENO V	92555	255.40	25.54	50.57	331.50
90868393009	312163015	684277	WILLIAMS, JAMES E	16729	SECRETARIAT DR	92551-2543	WILLIAMS JAMES E	16729 SECRETARIAT DR	MORENO V	92551	255.29	25.53	50.55	331.36
31369225006	312163013	684277	MEZA, LYNETTA (RENT)	16745	SECRETARIAT DR	92551-2543	CASTILLO BONIFACIO A	3087 W CHERYLLYN LN	ANAHEIM	92804	199.51	19.95	39.50	258.96
96482855006	312161014	684277	NGUYEN, KIM (OWN)	16776	SECRETARIAT DR	92551-2545	NGUYEN MICHAEL TU	24015 S RITA WAY	SANTA AN	92704	255.18	25.518	50.53	331.22
53164705003	312164002	684277	SADLER, EUGENE	16789	SECRETARIAT DR	92551-2544	SADLER EUGENE J	16789 SECRETARIAT DR	MORENO V	92551	332.40	33.24	65.82	431.44
97035865009	482471008	684277	SIMENTAL, CHRISTIAN (RENT)	24511	SENECA CIR	92553-5824	RIVERA JOSE M	24511 SENECA CIR	MORENO V	92553	255.29	25.53	50.55	331.36
90281643003	482471003	684277	CANES, MARIO (OWNR)	24558	SENECA CIR	92553-5824	CANEZ MARIO	24558 SENECA CIR	MORENO V	92553	255.40	25.54	50.57	331.50
1.00001E+11	487520015	684277	PATTERSON, LAVERNE (RENT)	26357	SEQUOIA ST	92555-2562	OPTIMAL PROP	846 WINDING BROOK LN	WALNUT (	91789	159.35	15.94	31.55	206.82
31395095008	487520008	684277	THORTON , ALVIN (RENT)	26455	SEQUOIA ST	92555-2563	LI PETER	650 PLUMA WAY	MONTERE	91754	124.88	12.49	24.73	162.08
93025395003	488110080	684277	CAMPBELL, SANDRA	12852	SERPENTINE WAY	92555-4516	CAMPBELL SANDRA	12852 SERPENTINE WAY	MORENO V	92555	255.29	25.53	50.55	331.36
31370005000	488110075	684277	ANDRADA, ARNEL	12867	SERPENTINE WAY	92555-4517	ANDRADA ARNEL C	12867 SERPENTINE WAY	MORENO V	92555	64.40	6.44	12.75	83.58
96733875008	487482011	684277	VALLES, ELSA	13592	SESAME RD	92555-3835	GARCIA ARTURO PEREZ	13592 SESAME RD	MORENO V	92555	332.40	33.24	65.82	431.44
96313555006	487481020	684277	PEREZ, WENCESLAO (OWNR)	13597	SESAME RD	92555-3835	PEREZ WENCESLAO	13597 SESAME RD	MORENO V	92555	255.40	25.54	50.57	331.50
95277645006	487481022	684277	VALENZUELA, JOSE	13621	SESAME RD	92555-3836	POWELL CHARLES	13621 SESAME RD	MORENO V	92555	255.29	25.53	50.55	331.36

67143075003	487483002	684277	LOPEZ, ALMA (OWN)	13628	SESAME RD	92555-3836	LOPEZ ALMA	13628 SESAME RD	MORENO V	92555	64.29	6.429	12.73	83.44
91131443001	487514001	684277	WILSON, ROB AND ANGELICA	13652	SESAME RD	92555-3836	WILSON ROBBIE	13652 SESAME RD	MORENO V	92555	332.40	33.24	65.82	431.44
97049675000	487514003	684277	WALLACE, LAURA AND SYLVESTER	13676	SESAME RD	92555-3836	SAMODAL AIDA D	13676 SESAME RD	MORENO V	92555	202.00	20.2	40.00	262.18
93898875002	487514004	684277	SWISS, NORA	13688	SESAME RD	92555-3836	NINH TUAN	13688 SESAME RD	MORENO V	92555	255.18	25.518	50.53	331.22
91578845009	304441048	684277	NUNEZ JR, RODOLFO (RENT)	14850	SEVILLA CT	92555-7066	NUNEZ RODOLFO	14850 SEVILLA CT	MORENO V	92555	255.40	25.54	50.57	331.50
31073855001	259381011	684277	GARCIA, VERONICA	9530	SHADOW SPRINGS DR	92557-1822	GARCIA RAYMOND LOUIS	9530 SHADOW SPRINGS DR	MORENO V	92557	255.40	25.54	50.57	331.50
74844825000	259381014	684277	RAMIREZ, GRACIELA	9572	SHADOW SPRINGS DR	92557-1822	RAMIREZ GRACIELA	9572 SHADOW SPRINGS DR	MORENO V	92557	255.40	25.54	50.57	331.50
94106335003	479362007	684277	EVANS, SHAMEKA (RENT)	12531	SHADOWBROOK ST	92553-4754	TOM GERALD S	1542 MARENDALE LN	ARCADIA (	91006	255.29	25.53	50.55	331.36
94593305008	479362014	684277	JOHNSON, LEWIS	12590	SHADOWBROOK ST	92553-4754	JOHNSON LOUIE	12590 SHADOWBROOK ST	MORENO V	92553	332.40	33.24	65.82	431.44
94788205005	479362015	684277	WRIGHT, MAKEDA (RENT)	12606	SHADOWBROOK ST	92553-4770	EDWARDS AUSTIN	17485 CAMINO SONRISA	MORENO V	92551	115.81	11.58	22.93	150.32
98248235010	479362001	684277	MCMILLAN, MICHAEL	12617	SHADOWBROOK ST	92553-4716	MCMILLAN MICHEAL R	12617 SHADOWBROOK ST	MORENO V	92553	255.29	25.53	50.55	331.36
91193785009	479362021	684277	MIRAMONTES, MIGUEL (OWNR)	12660	SHADOWBROOK ST	92553-4770	MIRAMONTES MIGUEL	12660 SHADOWBROOK ST	MORENO V	92553	169.78	16.98	33.62	220.36
31527695000	479361015	684277	BROWN, BEVERLY	12671	SHADOWBROOK ST	92553-4716	BROWN CAROLYN D	12671 SHADOWBROOK ST	MORENO V	92553	64.40	6.44	12.75	83.58
31242145002	487140010	684277	FERRELL, DONALD	12058	SHADOWMARK LN	92555-2032	CABALLERO VANESSA	12058 SHADOWMARK LN	MORENO V	92555	255.29	25.53	50.55	331.36
91405303006	260283018	684277	HEALTON, STEVE AND ALEXIS	22791	SHADOWRIDGE LN	92557-2633	HEALTON ALEXIS	22791 SHADOWRIDGE LN	MORENO V	92557	332.64	33.26	65.86	431.76
75215495001	260154009	684277	LITTLEFIELD, LILLIAN	10943	SHADY GLADE RD	92557-3911	CHEN ZHONG	2331 ALAMO HEIGHTS DR	DIAMOND	91765	179.04	17.90	35.45	232.38
86243373005	260154011	684277	NORRIS, REGINA (RENT)	10963	SHADY GLADE RD	92557-3911	GREER ARTHUR A	10963 SHADY GLADE RD	MORENO V	92557	41.64	4.16	8.24	54.04
58707215007	260154012	684277	MCDEVITT, MICHELLE	10973	SHADY GLADE RD	92557-3911	GOVETT RUSSELL C	10973 SHADY GLADE RD	MORENO V	92557	255.29	25.53	50.55	331.36
88092465005	264164046	684277	SANCHEZ, VIRGINIA	23431	SHADY GLEN CT	92557-6115	LOUDEN	23431 SHADY GLEN CT	MORENO V	92557	255.29	25.53	50.55	331.36
31371025004	264164048	684277	WATSON, LETICIA	23451	SHADY GLEN CT	92557-6115	WATTS LETICIA R	23451 SHADY GLEN CT	MORENO V	92557	255.29	25.53	50.55	331.36
90843873001	264164030	684277	GRONNING, CANDICE	23496	SHADY GLEN CT	92557-6114	GRONNING JAMES B	23496 SHADY GLEN CT	MORENO V	92557	255.29	25.53	50.55	331.36
31582525001	474612018	684277	NEMBACK, DARCY	24185	SHADY RIDGE CIR	92557-3005	ENGLISH ALLAN M	24185 SHADY RIDGE CIR	MORENO V	92557	255.29	25.53	50.55	331.36
63178375000	304481018	684277	HOLLAND, REGINA	14610	SHADY VALLEY WAY	92555-5735	WANG ZHENG	14610 SHADY VALLEY WAY	MORENO V	92555	49.62	4.96	9.82	64.40
92988963003	304500006	684277	ESPINOZA, IRMA	14697	SHADY VALLEY WAY	92555-5736	ESPINOZA IRMA	14697 SHADY VALLEY WAY	MORENO V	92555	23.03	2.30	4.56	29.88
31608115000	304502005	684277	NERO, ERIKA	14722	SHADY VALLEY WAY	92555-5734	BAXTER ANTONIO L	27868 HASTINGS DR	MORENO V	92555	255.29	25.53	50.55	331.36
65353625005	292043009	684277	KNOX, KRISTA	12540	SHADYBEND DR	92553-5993	ONEIL RICHARD	12540 SHADYBEND DR	MORENO V	92553	191.77	19.18	37.97	248.90
31064765009	292043015	684277	BROWN, FAITH (RENT)	12606	SHADYBEND DR	92553-5905	YE JIAN	5750 LIMESTONE DR	TROY MI	48085	230.29	23.03	45.60	298.90
93641355005	292043016	684277	MARQUEZ, JUAN VICTOR	12614	SHADYBEND DR	92553-5905	MARQUEZ JUAN VICTOR	12614 SHADYBEND DR	MORENO V	92553	258.71	25.87	51.22	335.80
95824075004	292051010	684277	HORNYAK, ALICIA	12627	SHADYBEND DR	92553-5908	KRAUSE DAVID A	27570 LAFAYETTE WAY	MORENO V	92555	255.29	25.53	50.55	331.36
91365715008	292051009	684277	MALDONADO, FIDEL	12643	SHADYBEND DR	92553-5908	MALDONADO ELSA G	12643 SHADYBEND DR	MORENO V	92553	61.52	6.15	12.18	79.84
89522733004	292052015	684277	ADAMS, HELEN (OWNR)	12650	SHADYBEND DR	92553-5905	ADAMS HELEN	12650 SHADYBEND DR	MORENO V	92553	332.64	33.26	65.86	431.76
86804653005	292051008	684277	CAMPOS, MARIO (OWNR)	12655	SHADYBEND DR	92553-5908	CAMPOS MARIO	12655 SHADYBEND DR	MORENO V	92553	188.09	18.81	37.24	244.14
80690145002	292052014	684277	ANGULO, TONY	12662	SHADYBEND DR	92553-5905	SALGADO MARIA	12662 SHADYBEND DR	MORENO V	92553	255.29	25.53	50.55	331.36
51985205008	292052017	684277	HERNANDEZ, ERNESTO	12686	SHADYBEND DR	92553-5905	HERNANDEZ ERNESTO	12686 SHADYBEND DR	MORENO V	92553	255.29	25.53	50.55	331.36
31599365008	292051004	684277	WELDON, ANGELA (RENT)	12701	SHADYBEND DR	92553-5992	TRAN HA NHI	23331 RIDGE LINE RD	DIAMOND	91755	319.63	31.96	63.29	414.86
31643185002	292051001	684277	NAJERA, FERNANDO (RENT)	12745	SHADYBEND DR	92553-5992	YANG JONATHAN	853 CLEARWATER CT	WALNUT (	91789	236.14	23.61	46.76	306.50
97146605009	292081007	684277	SPENCER, MILDRED	12765	SHADYBEND DR	92553-5992	SPENCER MILDRED B	12765 SHADYBEND DR	MORENO V	92553	563.73	56.37	111.62	731.72
31222915002	292151009	684277	CERVANTES, ALFONSO	12695	SHAFFER CT	92553-5680	CERVANTES ALFONSO	12695 SHAFFER CT	MORENO V	92553	255.29	25.53	50.55	331.36
31304985003	292151010	684277	TAYLOR, JUAN AND GENITA (OWN	12700	SHAFFER CT	92553-5632	TAYLOR JUAN M	12700 SHAFFER CT	MORENO V	92553	247.34	24.73	48.97	321.04
89275363006	292151014	684277	KIM, CHUENG S	12748	SHAFFER CT	92553-5632	KIM CHUNG S	12748 SHAFFER CT	MORENO V	92553	255.40	25.54	50.57	331.50
31494815008	256273004	684277	CAMPBELL, JOHN (OWNR)	21229	SHAKESPEARE CT	92557-8443	CAMPBELL JOHN ROBERT	21229 SHAKESPEARE CT	MORENO V	92557	255.40	25.54	50.57	331.50
31509335004	256272014	684277	NUSBAUM, ENNETTE Y	21244	SHAKESPEARE CT	92557-8442	NUSBAUM RICHARD E	21244 SHAKESPEARE CT	MORENO V	92553	255.18	25.518	50.53	331.22
62762335001	256312030	684277	SPEER, GREG J	21258	SHAKESPEARE CT	92557	SPEER GREGORY	21258 SHAKESPEARE CT	MORENO V	92557	255.29	25.53	50.55	331.36
48611605002	256312027	684277	JOHNSON, LARRY	21282	SHAKESPEARE CT	92557-8444	JOHNSON LARRY	21282 SHAKESPEARE CT	MORENO V	92557	255.29	25.53	50.55	331.36
92281505005	256313003	684277	ESPINOZA, ARMANDO AND CINTIA	21287	SHAKESPEARE CT	92557-8445	CORTEZ BRYAN G	21287 SHAKESPEARE CT	MORENO V	92557	51.79	5.18	10.25	67.22
60853955009	256313004	684277	KARIM-COLCEAG, MARUAN (RENT	21297	SHAKESPEARE CT	92557-8445	STROUT ARNE	21297 SHAKESPEARE CT	MORENO V	92557	255.40	25.54	50.57	331.50
61286375008	256313007	684277	PARKER, LATONYA (OWNR)	21329	SHAKESPEARE CT	92557-8447	FIELDS LATONYA LATRICE	21329 SHAKESPEARE CT	MORENO V	92557	519.85	51.985	102.93	674.76
96606555003	256313008	684277	VARGAS, LIDIA	21341	SHAKESPEARE CT	92557-8447	VARGAS JOSEPH	21341 SHAKESPEARE CT	MORENO V	92557	255.29	25.53	50.55	331.36
92436785001	256312019	684277	WRIGHT, WARDELL(RENT)	21370	SHAKESPEARE CT	92557-8446	COUTURE ROBERT P	10 TICONDEROGA	IRVINE CA	92620	193.44	19.344	38.30	251.08
89932705001	256320015	684277	HAAS, AMY	21435	SHAKESPEARE CT	92557-8448	HAAS JUAN	21435 SHAKESPEARE CT	MORENO V	92557	255.29	25.53	50.55	331.36
91902655000	256320021	684277	RAMOS, KARLA (RENT)	21440	SHAKESPEARE CT	92557-8448	JOHN ADAM INV	10161 BOLSA AVE STE 204C	WESTMINS	92683	191.77	19.18	37.97	248.90
93843685008	474733008	684277	DEAN, JENNIFER (OWNR)	25566	SHALU AVE	92557-6645	MERCER MONICA	25566 SHALU AVE	MORENO V	92557	135.40	13.54	26.81	175.74
31094585004	474653007	684277	PAIZ, DANIEL (RENT)	25624	SHALU AVE	92557-6611	GARCIA ANDRES	24817 ROCK SPRINGS TRL	MORENO V	92557	319.03	31.90	63.17	414.10
31560425008	474652003	684277	GRIFFITH, ARENITA (RENT)	25684	SHALU AVE	92557-6612	MANNING ARCEL	25684 SHALU AVE	MORENO V	92557	332.64	33.26	65.86	431.76
92214845000	486221025	684277	ROBINSON, BRYANT (RENT)	25325	SHAMEL ASH DR	92551-4675	FAR EAST INTERNATIONAL	24941 STONEGATE LN	LAGUNA N	92677	416.08	41.61	82.38	540.06
31447935001	486221026	684277	BLACKBURN, DEBBIE	25337	SHAMEL ASH DR	92551-4675	RICHARDS ROSALYN K	25337 SHAMEL ASH DR	MORENO V	92551	31.04	3.10	6.15	40.28
93866605006	486221028	684277	MOSQUEDA, JORGE	25361	SHAMEL ASH DR	92551-4675	MOSQUEDA JORGE E	25361 SHAMEL ASH DR	MORENO V	92551	255.40	25.54	50.57	331.50
92923135005	486231001	684277	LOPEZ, JUAN	25373	SHAMEL ASH DR	92551-1315	LOPEZ JUAN C	25373 SHAMEL ASH DR	MORENO V	92551	255.29	25.53	50.55	331.36
98234645014	486232005	684277	HOLGUIN, SUSAN	25396	SHAMEL ASH DR	92551-4677	VARELA SUSAN V	943 1/2 S FERRIS AVE	LOS ANGEI	90022	255.40	25.54	50.57	331.50
95834495005	486231005	684277	SMITH, FERDIANN	25421	SHAMEL ASH DR	92551-4676	TORRES BLANCA	25421 SHAMEL ASH DR	MORENO V	92551	255.40	25.54	50.57	331.50
80668695002	479422025	684277	CORTEZ, FRANK AND DONNA	12348	SHASTA PL	92557-7603	CORTEZ FRANK	12348 SHASTA PL	MORENO V	92557	85.29	8.53	16.89	110.70
67221505007	479422035	684277	TURNER, TRESA (RENT)	12417	SHASTA PL	92557-7604	VANCE WARREN L	13117 PERRIS BLV STE 100	MORENO V	92553	103.62	10.362	20.52	134.48
96612365001	291494002	684277	LOFTIN, ANGELA AND JAMES (REN	22355	SHEFFIELD DR	92557-6819	MIRANDA GABRIEL VILLEGAS	22355 SHEFFIELD DR	MORENO V	92557	361.60	36.16	71.60	469.34
98332283001	291494006	684277	PINEDA, MARIA	22395	SHEFFIELD DR	92557-6819	PINEDA RUBEN A	22395 SHEFFIELD DR	MORENO V	92557	32.40	3.24	6.42	42.04
98042755017	291412005	684277	DOWNEY, ELIZABETH	22501	SHEFFIELD DR	92557-6858	DOWNEY DAVID LELAND	22501 SHEFFIELD DR	MORENO V	92557	55.18	5.518	10.93	71.62

31539335001	291413018	684277	STANLEY, DONALD	22510	SHEFFIELD DR	92557-6841	STANLEY DONALD T	22510 SHEFFIELD DR	MORENO V	92557	255.29	25.53	50.55	331.36
31563335001	291413019	684277	URIAS, KAREN AND HECTOR	22522	SHEFFIELD DR	92557-6841	URIAS HECTOR	22522 SHEFFIELD DR	MORENO V	92557	87.40	8.74	17.31	113.44
95051185001	291412012	684277	ROBERTSON, GLORIA	22533	SHEFFIELD DR	92557-6822	FOISY NORMAN H	23735 COLDWATER CT	MORENO V	92557	95.29	9.53	18.87	123.68
31550425009	291413020	684277	TOPETE, JENNIFER	22534	SHEFFIELD DR	92557-6841	SANCHEZ JENNIFER	22534 SHEFFIELD DR	MORENO V	92557	191.66	19.17	37.95	248.76
93966733007	291412014	684277	ROMAWAC, REMELIN (RENT)	22545	SHEFFIELD DR	92557-6822	CHISM GEORGE A	22545 SHEFFIELD DR	MORENO V	92557	255.40	25.54	50.57	331.50
31464435001	291412015	684277	SAIDAHMAD, ISMAIL AND HUDA	22551	SHEFFIELD DR	92557-6822	SAIDAHMAD ISMAIL M	22551 SHEFFIELD DR	MORENO V	92557	22.40	2.24	4.44	29.06
94749725008	291412016	684277	STUART, TERRY	22557	SHEFFIELD DR	92557-6822	STUART TERRY D	22557 SHEFFIELD DR	MORENO V	92557	55.29	5.53	10.95	71.76
95722665006	304520008	684277	RIOS, GERADO (OWNR)	27517	SHELLIE WAY	92555-5850	RIOS GERARDO CASTILLO	27517 SHELLIE WAY	MORENO V	92555	332.64	33.26	65.86	431.76
54991485004	304520007	684277	RAMOS, ERICKA (RENT)	27527	SHELLIE WAY	92555-5850	MENDOZA DANIEL	27527 SHELLIE WAY	MORENO V	92555	255.40	25.54	50.57	331.50
95960665002	291172006	684277	RIVERA, LETICIA (RENT)	22088	SHERMAN AVE	92553-8238	MARTIN ELIZABETH ANNE	41905 CHAPARRAL DR	TEMECULA	92592	1,657.86	165.79	328.26	2151.9
91524335000	291172033	684277	TELLES, LINDA	22138	SHERMAN AVE	92553-8268	TELLES LINDA D	22138 SHERMAN AVE	MORENO V	92553	255.29	25.53	50.55	331.36
71894885005	291172021	684277	MC DONALD, TERRANCE	22196	SHERMAN AVE	92553-8268	MCDONALD TERENCE	22196 SHERMAN AVE	MORENO V	92553	91.57	9.16	18.13	118.84
87672605006	291172019	684277	MOORE, FELITA	22208	SHERMAN AVE	92553-8242	MOORE FELITA P	22208 SHERMAN DR	MORENO V	92553	255.29	25.53	50.55	331.36
73470245007	291172022	684277	JAEN, YAMILET AND FELIPE (OWN	22224	SHERMAN AVE	92553-8242	MENDOZA FELIPE JEAN	22224 SHERMAN AVE	MORENO V	92553	48.92	4.892	9.69	63.48
80670285004	291192001	684277	RUIZ, ALMA (RENT)	22255	SHERMAN AVE	92553-8248	CHACON ACQUISITIONS	765 N MAIN ST	CORONA C	92881	268.06	26.81	53.08	347.94
92646595005	291182016	684277	ALAMILLA, JACINTO	22354	SHERMAN AVE	92553-8323	ALAMILLA ROQUE J	22354 SHERMAN AVE	MORENO V	92553	359.51	35.95	71.18	466.64
31160195005	291182019	684277	REYNOSO, DIANNE	22390	SHERMAN AVE	92553-8323	ZARAGOZA CARINA	2024 CLEMENS PL	SAN JACIN	92583	255.29	25.53	50.55	331.36
86542923005	291182025	684277	GARCIA, ANDRES AND ALICIA	22470	SHERMAN AVE	92553-8328	GARCIA ANDRES	22470 SHERMAN AVE	MORENO V	92553	255.29	25.53	50.55	331.36
31395965005	487103012	684277	LOPEZ, ANTONIO (OWNR)	26380	SHERWOOD CIR	92555-1882	LOPEZ ANTONIO	26380 SHERWOOD CIR	MORENO V	92555	205.40	20.54	40.67	266.60
90793575001	487103001	684277	ROSSI, SHARON	26419	SHERWOOD CIR	92555-1882	ROSSI SHARON RENEE	26419 SHERWOOD CIR	MORENO V	92555	255.40	25.54	50.57	331.50
55974565002	485201001	684277	GONZALEZ, MARIA	15753	SHERYL LN	92551-6927	GONZALEZ MARIA A	15753 SHERYL LN	MORENO V	92551	96.44	9.644	19.10	125.16
96612505002	485201002	684277	LIMON, SANDRA	15761	SHERYL LN	92551-6927	RUIZ JOSE T	15761 SHERYL LN	MORENO V	92551	255.29	25.53	50.55	331.36
96216245007	485201005	684277	GONZALES, JUAN CARLOS	15785	SHERYL LN	92551-6927	GONZALEZ JUAN CARLOS	15785 SHERYL LN	MORENO V	92551	255.29	25.53	50.55	331.36
60263905002	485202005	684277	SANCHEZ, MARGIE	15786	SHERYL LN	92551-6926	SANCHEZ RAUL	15786 SHERYL LN	MORENO V	92551	53.95	5.40	10.68	70.02
31269245004	296034024	684277	PHILLIPS, LENA	23160	SHIDAY CT	92553-5958	SMYTHE DAVID L	23160 SHIDAY CT	MORENO V	92553	255.40	25.54	50.57	331.50
91617033005	296034021	684277	HALL, JOHN AND DARLENE	23202	SHIDAY CT	92553-5977	HALL DARLENE	23202 SHIDAY CT	MORENO V	92553	255.29	25.53	50.55	331.36
56776305005	486523020	684277	REEDY, DAMIEN	27408	SHIMMER CT	92555-4732	REEDY DAMIEN	27408 SHIMMER CT	MORENO V	92555	332.64	33.26	65.86	431.76
31558545007	479342013	684277	GODFREY, JANET	12679	SHIRAY RANCH RD	92553-4178	GODFREY JANET	12679 SHIRAY RANCH RD	MORENO V	92553	255.29	25.53	50.55	331.36
88397975001	479342016	684277	SYKEF, ROSALIND (RENT)	12717	SHIRAY RANCH RD	92553-4145	KEATING JOHN	12717 SHIRAY RANCH RD	MORENO V	92553	255.40	25.54	50.57	331.50
31272405004	479262009	684277	MONTERROSA, BLANCA	12777	SHIRAY RANCH RD	92553-2331	BAUTISTA BLANCA	P O BOX 9845	MORENO V	92552	128.40	12.84	25.42	166.66
31200475000	479262007	684277	NAVARETE, JUANITA	12805	SHIRAY RANCH RD	92553-4147	NAVARETTE JUANITA	12805 SHIRAY RANCH RD	MORENO V	92553	255.29	25.53	50.55	331.36
88316965003	479262016	684277	RUBIO, GIOVANNI	12893	SHIRAY RANCH RD	92553-4147	RUBIO GIOVANNI	12893 SHIRAY RANCH RD	MORENO V	92553	255.40	25.54	50.57	331.50
94863365002	479262014	684277	GARCIA, ANNA (OWNR)	12921	SHIRAY RANCH RD	92553-4179	GARCIA MANUEL M	12921 SHIRAY RANCH RD	MORENO V	92553	190.29	19.03	37.68	246.98
77573025000	479101004	684277	LOPEZ, MARCIANO	13097	SHIREBOURN RD	92553-4248	AVENDANO MARCIANO LOPEZ	13097 SHIREBOURN RD	MORENO V	92553	155.29	15.53	30.75	201.56
90956973000	479102003	684277	CARBAJAL, GALDINO (RENT)	13102	SHIREBOURN RD	92553-4267	CARBAJAL THERESA M	13102 SHIREBOURN RD	MORENO V	92553	255.40	25.54	50.57	331.50
93982505007	479101005	684277	HOLIDAY , PAM	13107	SHIREBOURN RD	92553-4250	HALLIDAY MEL A	13107 SHIREBOURN RD	MORENO V	92553	255.29	25.53	50.55	331.36
97663515002	479111004	684277	BOSTIC, MARSHALL B	13167	SHIREBOURN RD	92553-4250	BOSTIC MARSHALL B	P O BOX 7222	MORENO V	92552	332.40	33.24	65.82	431.44
58962165008	479111005	684277	MACIAS, MARTIN	13181	SHIREBOURN RD	92553-4250	LOUDEN	5440 TRABUCO RD STE 200	IRVINE CA	92620	255.40	25.54	50.57	331.50
51700785009	479111008	684277	HERBERT, LOUIS AND SANDRA	13219	SHIREBOURN RD	92553-4287	HERBERT SANDRA M	13219 SHIREBOURN RD	MORENO V	92553	361.31	36.13	71.54	468.98
93886525001	260081015	684277	LOWELL, PAM (OWNER)	10309	SHORE CREST TER	92557-2938	TAC MO FAMILY TRUST	10309 SHORE CREST TER	MORENO V	92557	255.29	25.53	50.55	331.36
93969835000	260081013	684277	TOLBER, LINDA	10329	SHORE CREST TER	92557-2938	GARDNER LONNIE DARNELL	10329 SHORE CREST TER	MORENO V	92557	255.29	25.53	50.55	331.36
57307365005	482251021	684277	LOVE, DAVID	24786	SHOREHAM AVE	92553-3934	BLACKSTON NATHANIEL J	24786 SHOREHAM AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31444705006	482251030	684277	PARISI, JENNI	24830	SHOREHAM AVE	92553-3916	BEAM COBY	23819 SUNCREST AVE	MORENO V	92553	191.66	19.17	37.95	248.76
53254155007	486481003	684277	DAVIS, MARCIELA	25850	SHORELINE ST	92551-1648	MAI AM P	5217 LARK LN	ALEXANDR	92551	63.39	6.34	12.55	82.28
61160425000	486481004	684277	SPENCER, EVA HAJDUK (OWNR)	25860	SHORELINE ST	92551-1648	SPENCER EVA HAJDUK	25860 SHORELINE ST	MORENO V	92551	183.21	18.32	36.28	237.80
66794855000	312202026	684277	YOUNG, YVONNE	25649	SIERRA BELLO CT	92551-2141	VALDEZ MERLE	25649 SIERRA BELLO CT	MORENO V	92551	60.34	6.034	11.95	78.32
31631905006	312202001	684277	WESLEY, HARRIET (RENT)	25555	SIERRA BRAVO CT	92551-2126	LEE DAWN M	25555 SIERRA BRAVO CT	MORENO V	92551	261.69	26.17	51.81	339.66
31253315003	312193013	684277	SHANKS, CHANDRA	25590	SIERRA BRAVO CT	92551-2161	SHANKS RODNEY	25590 SIERRA BRAVO CT	MORENO V	92551	255.29	25.53	50.55	331.36
90638675007	312202004	684277	MARIN, DONNA	25591	SIERRA BRAVO CT	92553-	ANDRADE VICTOR	49950 JEFFERSON ST STE 130	INDIO CA	92201	486.62	48.66	96.35	631.62
87689935001	312202006	684277	MCCLENDON, SHARMON (RENT)	25615	SIERRA BRAVO CT	92551-2127	VILLEGAS CESAR	2571 VICTORIA ST	SAN BERN	92410	255.40	25.54	50.57	331.50
31408365002	312193010	684277	COLIER,JEAN	25626	SIERRA BRAVO CT	92551-2128	COLYER JEAN D	25626 SIERRA BRAVO CT	MORENO V	92551	255.40	25.54	50.57	331.50
89610653003	312212025	684277	JAMES, LASONIA (RENT)	25572	SIERRA CADIZ CT	92551-4100	JOHNSON WILLIE	25572 SIERRA CADIZ CT	MORENO V	92551	255.40	25.54	50.57	331.50
31180415007	312212022	684277	MORRIS, TANISHA (RENT)	25595	SIERRA CADIZ CT	92551-4100	SMITH GEORGE R	16792 CENTURY ST	MORENO V	92551	479.35	47.94	94.91	622.18
86719533001	312212021	684277	MAURICIO, ELIZABETH	25607	SIERRA CADIZ CT	92551-2199	MAURICIO ALBERT	25607 SIERRA CADIZ CT	MORENO V	92551	243.92	24.39	48.30	316.60
98046805018	312202014	684277	MUNIZ, ANA	25589	SIERRA CALMO CT	92551-2140	SHANNON RODNEY QUENTIN	25589 SIERRA CALMO CT	MORENO V	92551	332.64	33.26	65.86	431.76
31390285009	312191015	684277	BERNAL, RACHEL (RENT)	25569	SIERRA LEONE CT	92551-2170	QIN JINSHENG	1509 SILMAN ST	HACIENDA	91785	332.14	33.21	65.76	431.10
31090795008	312192006	684277	FUGGINS,TRENTON AND LISA	25641	SIERRA LEONE CT	92551-2100	FUGGINS LISA	25641 SIERRA LEONE CT	MORENO V	92551	291.25	29.13	57.67	378.04
88815435006	291200028	684277	RAY, CONSTANCE (RENT) APTS	13876	SIERRA MESA CIR UNIT	92553-8305	AGUIRRE LUIS F	13876 SIERRA MESA CIR	MORENO V	92553	207.64	20.76	41.11	269.50
31494935003	479281008	684277	GJELHAUG, CARL T	25128	SILENT CREEK RD	92553-4337	GJELHAUG CARL JOHN RYAN	1892 SUGAR MAPLE	PERRIS CA	92571	255.29	25.53	50.55	331.36
31444325006	479281012	684277	GULLETT, SHIRLEY	25177	SILENT CREEK RD	92553-4337	GULLETT JEFFERY K	25177 SILENT CREEK RD	MORENO V	92553	255.29	25.53	50.55	331.36
93861425005	479282003	684277	ESPINOZA, ELISEO (OWNR)	25159	SILVER ARROW DR	92553-4340	ESPINOZA ELISEO	25159 SILVER ARROW DR	MORENO V	92553	202.80	20.28	40.15	263.22
59865925003	260221045	684277	ISHAK, SASCHA (RENT)	10590	SILVER LEAF CIR	92557-2965	HEIM WILLIAM A	P O BOX 8183	REDLANDS	92375	255.40	25.54	50.57	331.50
96979895003	260221046	684277	ASHFORD, DONNIE L (OWNR)	10600	SILVER LEAF CIR	92557-2965	ASHFORD DONNIE L	10600 SILVER LEAF CIR	MORENO V	92557	205.29	20.53	40.65	266.46
97979265004	260221047	684277	DIXON, BREANA (RENT)	10610	SILVER LEAF CIR	92557-2965	TELLO YASER	11411 STEEPLECHASE DR	MORENO V	92555	140.58	14.06	27.83	182.46
97109085006	260221049	684277	ESCOTO, YOLANDA	10630	SILVER LEAF CIR	92557-2966	ESCOTO YOLANDA MARIE FAMILY TRUS	10630 SILVER LEAF CIR	MORENO V	92557	191.66	19.17	37.95	248.76

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74569985009	260221052	684277	WASHINGTON, KAREN	10660	SILVER LEAF CIR	92557-2966	WASHINGTON KAREN A	10660 SILVER LEAF CIR	MORENO V	92557	28.03	2.80	5.55	36.38
31383575003	479251008	684277	MARKS, MARY AND HERMAN (REN	13281	SILVER LN	92553-4289	JACKSON BENJAMIN J	2422 DIAMOND DR	CHINO HIL	91709	255.40	25.54	50.57	331.50
1.019165+11	479252024	684277	BEASLY, KASHA (RENT)	13286	SILVER LN	92553-4271	WHITE GAIL ANITA	25307 VIA PACIFICA	VALENCIA	91355	46.77	4.68	9.26	60.70
31621165002	479251013	684277	PUENTE, SYLVIA (RENT)	13333	SILVER LN	92553-4270	SALGUERO CHRISTIAN	13333 SILVER LN	MORENO V	92553	263.40	26.34	52.15	341.88
50911595003	479252018	684277	WILSON, TONY (RENT)	13358	SILVER LN	92553-4288	MNT GROUP	7662 INDIGO LN	LA PALMA	90623	255.40	25.54	50.57	331.50
31057065000	479253020	684277	JONES, LISA (RENT)	13398	SILVER LN	92553-4290	FAR EAST INTERNATIONAL	24941 STONEGATE LN	LAGUNA N	92677	195.73	19.57	38.75	254.04
83028045003	479251021	684277	BURCIAGA, ANTONIO AND MELISS	13413	SILVER LN	92553-4212	LOPEZ JORGE L	13413 SILVER LN	MORENO V	92553	105.29	10.529	20.85	136.66
94176045007	479251024	684277	HICKMAN, MICHELE	13443	SILVER LN	92553-4212	THR CALIF	410 N MAIN ST	CORONA (	92880	255.29	25.53	50.55	331.36
94154675001	264094005	684277	WESTERNMAN, KEVIN	11064	SILVER RUN	92557-4919	WESTERMAN KEVIN	11064 SILVER RUN	MORENO V	92557	255.40	25.54	50.57	331.50
31440785007	264093018	684277	LOPEZ, RICHARD	11069	SILVER RUN	92557-4920	LOPEZ RICHARD	11069 SILVER RUN	MORENO V	92557	128.14	12.81	25.37	166.32
72095015001	264094012	684277	SVADER, FRED (RENT)	11106	SILVER RUN	92557-4926	BURTON JOHN	26742 SANTA ROSA DR	MORENO V	92555	312.11	31.21	61.80	405.1
53737445001	264231015	684277	TROYA, WALTER	11111	SILVER RUN	92557-4921	MARTINEZ ELISA E	11111 SILVER RUN	MORENO V	92557	255.40	25.54	50.57	331.50
31437525008	264231013	684277	PALACIOS, MARTIN (RENT)	11132	SILVER RUN	92557-4926	GONZALEZ ANTONIO	11131 SILVER RUN	MORENO V	92557	127.26	12.726	25.20	165.18
31381255004	264232003	684277	MCCOY, BRENDA (OWNR)	11132	SILVER RUN	92557-4926	TORRES ANTONIA	11132 SILVER RUN	MORENO V	92557	202.80	20.28	40.15	263.22
93013465004	308370032	684277	ROBERTS, MELISSA (RENT)	26444	SILVERADO CT	92555-2953	MACAPAGAL IGNACIO	217 PLAINS DR NO 1	CHATHAM	62629	127.48	12.748	25.24	165.46
70890105008	308370029	684277	GARCIA, SANDRA	26462	SILVERADO CT	92555-2953	GARCIA JORGE	26462 SILVERADO CT	MORENO V	92555	155.29	15.53	30.75	201.56
90282085008	308372020	684277	GOMEZ, STEPHANIE (RENT)	26481	SILVERADO CT	92555-2956	SASA GROUP CO INC	16833 SPRING CANYON PL	RIVERSIDE	92503	255.40	25.54	50.57	331.50
95577845007	308381008	684277	SANDERS-HALE, LINDA	26580	SILVERADO CT	92555-2957	HALE LINDA SANDERS	26580 SILVERADO CT	MORENO V	92555	255.40	25.54	50.57	331.50
94602735007	291582017	684277	BRUNO, FRANLYN AND TERRI (REN	22228	SILVERBELL LN	92553-6926	CHANG STUART	4950 TUWA CT	RIVERSIDE	92507	255.40	25.54	50.57	331.50
31528955003	291584008	684277	PORTER, JAMES (RENT)	22237	SILVERBELL LN	92553-6927	PHAM HAN BAO	25965 BANCROFT ST	LOMA LIND	92354	55.40	5.54	10.97	71.90
94004953009	312081016	684277	PEREZ, CARLOS	16329	SILVERBIRCH RD	92551-9205	PEREZ CARLOS	16329 SILVERBIRCH RD	MORENO V	92551	319.14	31.91	63.19	414.24
93712455003	312081018	684277	WILSON, SHIRLEY	16349	SILVERBIRCH RD	92551-9205	WILSON SHIRLEY J	16349 SILVERBIRCH RD	MORENO V	92551	105.29	10.53	20.85	136.66
31541885001	312081020	684277	VINCENTE, SONIA (RENT)	16369	SILVERBIRCH RD	92551-9205	DOAN QUANG THANH	16369 SILVERBIRCH RD	MORENO V	92551	100.00	10.00	19.80	129.80
96212365000	312082026	684277	TUCKER, NAKEISHA (RENT)	16370	SILVERBIRCH RD	92551-9206	POATES AVERY	16370 SILVERBIRCH RD	MORENO V	92551	215.59	21.56	42.69	279.82
90766143008	312081027	684277	BLACKBURN, MARK	16439	SILVERBIRCH RD	92551-9210	BLACKBURN MARK A	16439 SILVERBIRCH RD	MORENO V	92551	255.40	25.54	50.57	331.50
51816195007	312081028	684277	KELSON, DOROTHY	16449	SILVERBIRCH RD	92551-9210	KELSON DOROTHY R	16449 SILVERBIRCH RD	MORENO V	92551	255.29	25.53	50.55	331.36
92910545006	312081031	684277	COOK, CANDACE (RENT)	16479	SILVERBIRCH RD	92551-9210	FELDMAN AVI	16479 SILVERBIRCH RD	MORENO V	92551	55.40	5.54	10.97	71.90
73441485007	312081032	684277	HENDERSON, CHRIS	16489	SILVERBIRCH RD	92551-9210	HENDERSON CHRISTOPHER L	16489 SILVERBIRCH RD	MORENO V	92551	255.29	25.53	50.55	331.36
31499575007	482421007	684277	ALBA SANCHEZ, JUAN FRANCISCO	14755	SILVERTREE RD	92553-5703	ALBA JUAN FRANCISCO SA	25291 RUNSEY CT	MORENO V	92551	255.29	25.53	50.55	331.36
56077885006	482421015	684277	NOLASCO, MIGUEL	14849	SILVERTREE RD	92553-5820	NOLASCO MIGUEL	14849 SILVERTREE RD	MORENO V	92553	255.29	25.53	50.55	331.36
31592525000	482421016	684277	MCGINNIS, GREGORY (OWNR)	14861	SILVERTREE RD	92553-5820	MCGINNIS GREGORY	P O BOX 7036	MORENO V	92552	255.29	25.53	50.55	331.36
31281005009	482422005	684277	ROSS, HARRIET (RENT)	14898	SILVERTREE RD	92553-5821	HAMID ROWSHAN INC	24941 STONEGATE LN	LAGUNA N	92677	55.40	5.54	10.97	71.90
59759735008	482414016	684277	MISH, FRANK (RENT)	14901	SILVERTREE RD	92553-5704	NAVARRO GRISELDA	14901 SILVERTREE RD	MORENO V	92553	212.48	21.25	42.07	275.78
86265833002	482412015	684277	MARTINEZ, JESUS	14920	SILVERTREE RD	92553-5705	MARTINEZ JESUS	14920 SILVERTREE RD	MORENO V	92553	255.29	25.53	50.55	331.36
31362775005	482414012	684277	LOPEZ, JULIO CESAR (OWNR)	14949	SILVERTREE RD	92553-5704	SANLUCAS GUADALUPE	14949 SILVERTREE RD	MORENO V	92553	255.40	25.54	50.57	331.50
31272545005	482414010	684277	CIUBAL, ROGER	14977	SILVERTREE RD	92553-3984	CIUBAL ELLEN G	14977 SILVERTREE RD	MORENO V	92553	67.98	6.80	13.46	88.22
95458325009	482331007	684277	LOPEZ, NORMA	24142	SILVERWOOD LN	92553-3576	GARCIA MIGUEL A	24142 SILVERWOOD LN	MORENO V	92553	128.14	12.81	25.37	166.32
70573835007	482331011	684277	CHACON, MELINDA	24157	SILVERWOOD LN	92553-3576	CHACON ANDREW HERNANDEZ	24157 SILVERWOOD LN	MORENO V	92553	255.29	25.53	50.55	331.36
89708795006	482331005	684277	EGWU, EMMANUEL (OWNR)	24164	SILVERWOOD LN	92553-3576	CHAVARIN GILBERTO BECERRA	24164 SILVERWOOD LN	MORENO V	92553	115.28	11.53	22.83	149.62
80623145003	482331003	684277	GIL, GUILLERMO AND MARIA	24190	SILVERWOOD LN	92553-3576	GIL GUILLERMO	1601 N MAIN ST	SANTA AN	92701	191.77	19.18	37.97	248.90
80288045006	481061002	684277	AHCHONBO, TREMINE	24526	SINALOA ST	92557-7816	CRAIG ROBERT C	24526 SINALOA ST	MORENO V	92557	377.89	37.79	74.82	490.5
99308633007	481062006	684277	CORTEZ, ALEJANDRO A	24628	SINALOA ST	92557-7818	CORTEZ ALEJANDRO	24628 SINALOA ST	MORENO V	92557	255.40	25.54	50.57	331.50
96299205001	481062008	684277	RODRIGUEZ, JERONIMO	24654	SINALOA ST	92557-7818	RODRIGUEZ GERONIMO GOMEZ	24654 SINALOA ST	MORENO V	92557	191.77	19.18	37.97	248.90
31451435008	481064031	684277	MADRID, BRANDY (OWNR)	24589	SINGER ST	92557-7815	MADRID GABRIEL	24589 SINGER ST	MORENO V	92557	315.06	31.51	62.38	408.94
92078215001	481064029	684277	SERNA, OLGA	24621	SINGER ST	92557-7811	SERNA LEOBARDO	24621 SINGER ST	MORENO V	92557	255.40	25.54	50.57	331.50
91304723005	481064028	684277	PAREDES, JUANA (OWNR)	24631	SINGER ST	92557-7811	PAREDES JUANA E	24631 SINGER ST	MORENO V	92557	191.77	19.18	37.97	248.90
31215615009	312142007	684277	SHELBY, NORMA	16531	SIR BARTON WAY	92551-2534	SHELBY NORMA	16531 SIR BARTON WAY	MORENO V	92551	255.29	25.53	50.55	331.36
31370155008	312143005	684277	GOMEZ, STEPHENIE	16556	SIR BARTON WAY	92551-2533	WAN THOMAS Y	2666 SALEROSO DR	ROWLAND	91748	172.16	17.22	34.09	223.46
85953115005	312153011	684277	PATTERSON, BRIGITTE	16612	SIR BARTON WAY	92551-2572	PATTERSON BRIDGETTE	16612 SIR BARTON WAY	MORENO V	92553	255.29	25.53	50.55	331.36
92036183005	312151001	684277	WARD, ARNETA	16634	SIR BARTON WAY	92551-2537	WARD ARNETA	16634 SIR BARTON WAY	MORENO V	92551	255.29	25.53	50.55	331.36
31573705002	312154005	684277	MCGEE, DAVID	16641	SIR BARTON WAY	92557-	MCGEE DAVID L	16641 SIR BARTON WAY	MORENO V	92551	255.29	25.53	50.55	331.36
59977595005	312151002	684277	COMBS, CASSANDRA	16642	SIR BARTON WAY	92551-2537	COMBS CASSANDRA A	16642 SIR BARTON WAY	MORENO V	92551	255.40	25.54	50.57	331.50
31534935006	312154004	684277	MACIEL, TONITA (OWNR)	16645	SIR BARTON WAY	92551-2538	FUENTES JOSEPH V	16645 SIR BARTON WAY	MORENO V	92551	197.13	19.713	39.03	255.86
97106755001	312151024	684277	GARIBITO, LEO (OWNR)	16658	SIR BARTON WAY	92551-2537	GARAVITO LEO	16658 SIR BARTON WAY	MORENO V	92551	255.40	25.54	50.57	331.50
97364575004	312151030	684277	WILLIAMS, JOSEPHINE (RENT)	16698	SIR BARTON WAY	92551-2539	NGUYEN LIEM CONG	1021 BLUEBONNET DR	SUNNYVAL	94086	46.77	4.68	9.26	60.70
93825235000	312151032	684277	AUMEU, PESE	16710	SIR BARTON WAY	92551-2573	SANCHEZ CRYSTAL M	16710 SIR BARTON WAY	MORENO V	92551	222.16	22.22	43.99	288.36
31342775007	475081016	684277	HAMANN, MARLAYNA AND JOHN	24530	SKYLAND DR	92557-5144	HAMANN JOHN	24530 SKYLAND DR	MORENO V	92556	189.31	18.93	37.48	245.72
93079125007	475081017	684277	BOLDEN, RAY	24542	SKYLAND DR	92557-5144	MENDEZ MONICA	24542 SKYLAND DR	MORENO V	92557	255.40	25.54	50.57	331.50
90394603002	475082006	684277	THOMPSON, ROSAVELT	24571	SKYLAND DR	92557-5115	MARSH STEPHANIE	24571 SKYLAND DR	MORENO V	92557	284.20	28.42	56.27	368.88
31400845009	475081020	684277	PAUL, BERT	24578	SKYLAND DR	92557-5144	PANTELAKIS BERTHA	P O BOX 714	MORENO V	92556	231.88	23.19	45.91	300.98
31352675007	475081014	684277	POLITTO, JOSEPH	24638	SKYLAND DR	92557-5114	POLITTO JOSEPH REGINALD	24638 SKYLAND DR	MORENO V	92557	255.29	25.53	50.55	331.36
75914545009	475082023	684277	DUPRE, ERNEST (RENT)	24661	SKYLAND DR	92557-5100	EL JURDI MAIDI J	19281 HICKORY LN	HUNTINGT	92646	44.90	4.49	8.89	58.28
31265305009	475082024	684277	LEE, CHANTALLE	24675	SKYLAND DR	92557-5100	SHOUP GREGORY ALLEN	24675 SKYLAND DR	MORENO V	92557	308.61	30.86	61.10	400.56
97001413006	475081009	684277	HUBERT, CASSANDRA (RENT)	24700	SKYLAND DR	92557-5145	ENRIQUEZ MERLAYN	24700 SKYLAND DR	MORENO V	92557	255.40	25.54	50.57	331.50
93796145002	475082028	684277	MENDOZA, CYNTHIA (OWNR)	24723	SKYLAND DR	92557-5100	MENDOZA CYNTHIA	24723 SKYLAND DR	MORENO V	92557	183.21	18.32	36.28	237.80

92150005002	475082030	684277	FIERRO, ELIZABETH	24747	SKYLAND DR	92557-5100	GUTIERREZ BERTHA	24747 SKYLAND DR	MORENO V	92557	332.40	33.24	65.82	431.44
31059025005	475081005	684277	WINDING, VERONICA (OWNR)	24748	SKYLAND DR	92557-5145	SANCHEZ BRANDON	24748 SKYLAND DR	MORENO V	92557	63.96	6.40	12.66	83.02
59413185007	475070055	684277	PHALEN, ALISHA	24771	SKYLAND DR	92557-5139	PATEL MITUL J	24771 SKYLAND DR	MORENO V	92557	255.29	25.53	50.55	331.36
31062065000	475070045	684277	MCFADDEN, KEUNDRA (OWNR)	24856	SKYLAND DR	92557-5138	MCFADDEN KEUNDRA	24856 SKYLAND DR	MORENO V	92557	127.94	12.79	25.33	166.06
91786793008	475070047	684277	WIMSATT, ALBERT AND KATHY	24867	SKYLAND DR	92557-5139	WIMSATT ALBERT	24867 SKYLAND DR	MORENO V	92557	255.29	25.53	50.55	331.36
31240185007	475082019	684277	MC CULLOUGH, SONJIA	24524	SKYROCK DR	92557-5601	MCCULLOUGH SONJIA	24524 SKYROCK DR	MORENO V	92557	255.40	25.54	50.57	331.50
71710595004	475082018	684277	ROSS, FATIMAH	24536	SKYROCK DR	92557-5601	BROWN EDWARD	24536 SKYROCK DR	MORENO V	92557	332.64	33.26	65.86	431.76
66123225005	475083003	684277	RAMIREZ, MIGUEL	24553	SKYROCK DR	92557-5603	RAMIREZ MIGUEL	24553 SKYROCK DR	MORENO V	92557	183.21	18.32	36.28	237.80
31635225000	316061005	684277	QUINTERO, MIGUEL AND GLORIA	16224	SKYWOOD CT	92551-7234	QUINTERO MIGUEL A	16224 SKYWOOD ST	MORENO V	92551	255.29	25.53	50.55	331.36
58180295000	316061004	684277	PAZMINO, ANNA M	16234	SKYWOOD CT	92551-7234	JANSSENS JOSEPH	16234 SKYWOOD ST	MORENO V	92551	255.29	25.53	50.55	331.36
88073715003	316093022	684277	PAZ, FRANCIS (RENT)	16282	SKYWOOD CT	92551-7234	DENG SHUYU	16282 SKYWOOD ST	MORENO V	92551	172.46	17.246	34.15	223.84
31119575001	316094006	684277	SAWYER, ANTHONY (RENT)	16303	SKYWOOD CT	92551-7236	TSENG CHENG MAOH	4829 ASTERIA ST	TORRANCE	90503	260.89	26.09	51.66	338.62
94950685000	316094007	684277	LEMUS, VERONICA AND (OWNR)	16315	SKYWOOD CT	92551-7236	TORRES JOSE	16315 SKYWOOD ST	MORENO V	92551	255.40	25.54	50.57	331.50
93793545005	316094009	684277	BUCIO, ELVIE (OWNR)	16339	SKYWOOD CT	92551-7236	CARRERA CYNTHIA A	16339 SKYWOOD ST	MORENO V	92551	63.96	6.40	12.66	83.02
66376845009	316093015	684277	CHAVEZ, YOLIE (RENT)	16360	SKYWOOD CT	92551-7235	ZHENG QUAN	716 BATAAN PL	MONTEREY	91755	223.39	22.339	44.23	289.96
31409915005	312172033	684277	JENKINS, AARON	25095	SLATE CREEK DR	92551-1001	JENKINS AARON A	25095 SLATE CREEK DR	MORENO V	92551	332.40	33.24	65.82	431.44
95051825007	312172013	684277	ROBINSON, CHERISE	25106	SLATE CREEK DR	92551-2502	ROBINSON CHERISE	25106 SLATE CREEK DR	MORENO V	92551	332.40	33.24	65.82	431.44
31649165003	474171014	684277	ALVOS, JAVOER (OWNR)	11501	SLAWSON AVE	92557-5832	AVALOS JAVIER	11501 SLAWSON AVE	MORENO V	92557	63.96	6.40	12.66	83.02
31154225002	474171012	684277	ORTEGA, PATRICIA	11545	SLAWSON AVE	92557-5832	ORTEGA PATRICIA	11545 SLAWSON AVE	MORENO V	92557	255.29	25.53	50.55	331.36
31595255009	482452027	684277	LORENZO, MARCO (RENT)	24663	SLOAN CT	92553-5896	CHAVEZ JUAN JOSE	12222 WIND RIVER CIR	MORENO V	92557	63.63	6.363	12.60	82.58
31376885002	486552010	684277	IDLE, JOANNE (RENT)	27848	SLUMBER LN	92555-5755	FEDERAL NATL MORTGAGE ASSN	27848 SLUMBER LN	MORENO V	92555	294.88	29.49	58.39	382.74
31303335002	486552009	684277	TORRES, MARTHA (RENT)	27862	SLUMBER LN	92555-5755	TORRES HECTOR	27862 SLUMBER LN	MORENO V	92555	255.40	25.54	50.57	331.50
31529085004	316051003	684277	AZCONA, VICTOR AND GLENDA (R	16209	SMOKE TREE PL	92551-7247	ROJAS RODOLFO B	26190 PICARDY PL	MORENO V	92555	51.86	5.19	10.27	67.30
94753913000	260311001	684277	ARIDA, WALLIE	10024	SNIPE CIR	92557-2836	ARIDA WALLY	10024 SNIPE CIR	MORENO V	92557	255.40	25.54	50.57	331.50
31342565001	308582003	684277	HARRIS, DENNIS	26864	SNOW CANYON CIR	92555-4987	HARRIS DENNIS D	26864 SNOW CANYON CIR	MORENO V	92555	191.77	19.18	37.97	248.90
31077625001	291641001	684277	BADEMCI, MUJGAN (RENT)	13272	SNOWBELL LN	92553-6966	LUI KWONG C	1884 OAKGATE ST	MONTEREY	91755	188.52	18.85	37.33	244.68
86574645007	291616014	684277	SEGURA, MARIA	13285	SNOWBELL LN	92553-6967	SEGURA JOSE	13285 SNOWBELL LN	MORENO V	92553	191.66	19.17	37.95	248.76
86571065004	291641003	684277	COXSEY, JAMES	13296	SNOWBELL LN	92553-6966	WASHINGTON JONNIE M	13296 SNOWBELL LN	MORENO V	92553	255.29	25.53	50.55	331.36
96797515009	291641004	684277	TITOV, ALEXANDER	13308	SNOWBELL LN	92553-6969	PENG TONGYAN	13308 SNOWBELL LN	MORENO V	92553	255.29	25.53	50.55	331.36
97169273000	291641005	684277	OWENS, ALEXZANDRIA (RENT)	13320	SNOWBELL LN	92553-6969	WEN QIKUN	5327 LOMA AVE	TEMPLE CI	91780	332.64	33.26	65.86	431.76
94353535009	486480030	684277	MCDONALD, MILTON (OWNR)	25924	SOARING SEAGULL LN	92551-1661	MCDONALD MILTON	25924 SOARING SEAGULL LN	MORENO V	92551	332.40	33.24	65.82	431.44
31203675002	486480042	684277	ALLEN, DEBRA	25972	SOARING SEAGULL LN	92551-1662	CHEN BING	1528 SILMAN ST	HACIENDA	91745	96.90	9.69	19.19	125.76
31208165008	259490003	684277	HELME, CHRIS	9950	SOFIA CT	92557-3523	HELME CHRISTOPHER JOHN	9950 SOFIA CT	MORENO V	92557	255.40	25.54	50.57	331.50
60813965001	292043008	684277	CUTLER, RICHARD	12541	SOFTWIND DR	92553-5994	KAHLON KULDEEP	12541 SOFTWIND DR	MORENO V	92553	255.18	25.518	50.53	331.22
93770925003	292044010	684277	GARCIA, MILTON (OWNR)	12556	SOFTWIND DR	92553-5994	GARCIA MILTON L	12556 SOFTWIND DR	MORENO V	92553	63.96	6.40	12.66	83.02
1.01059E+11	292052008	684277	MARTINEZ, JOAQUIN	12661	SOFTWIND DR	92553-5938	MARTINEZ JOAQUIN CESAR	12661 SOFTWIND DR	MORENO V	92553	255.29	25.53	50.55	331.36
92079215009	292053005	684277	VACA, SUSANA	12674	SOFTWIND DR	92553-5936	KELLEY CHARLES E	12674 SOFTWIND DR	MORENO V	92553	255.40	25.54	50.57	331.50
88121205007	292052006	684277	SOLORIO, JAVIER	12685	SOFTWIND DR	92553-5938	SOLORIO JOSE J	12685 SOFTWIND DR	MORENO V	92553	56.20	5.62	11.13	72.94
31473405008	292053008	684277	BULGER, DAVID	12704	SOFTWIND DR	92553-5939	BULGER DAVID R & CATHERINE LIVING	12704 SOFTWIND DR	MORENO V	92553	191.66	19.17	37.95	248.76
88448915005	260292007	684277	LIPKIN, ELLEN	23902	SOLITARE CIR	92557-2821	LIPKIN ELLEN	23902 SOLITARE CIR	MORENO V	92557	255.40	25.54	50.57	331.50
31240475006	260292008	684277	BUMPUS, THOMAS	23908	SOLITARE CIR	92557-2821	LUU HUNG THOI	3113 GAGE AVE	EL MONTE	91731	191.77	19.18	37.97	248.90
31605815009	260292010	684277	BOYCE, BOBBY L	23920	SOLITARE CIR	92557-2821	BOYCE BOBBY LYNN	23920 SOLITARE CIR	MORENO V	92557	255.29	25.53	50.55	331.36
31388135005	478361004	684277	VALERIANO, ARDA	13546	SOMERGATE DR	92555-6036	PANA MARIA PERLA	13546 SOMERGATE DR	MORENO V	92555	255.29	25.53	50.55	331.36
31622555008	264172003	684277	WALTERS, ROBERT (OWNR)	23097	SONNET DR	92557-5437	WALTERS ROBERT JAMES	23097 SONNET DR	MORENO V	92557	255.29	25.53	50.55	331.36
57247165005	264171011	684277	SAAVEDRA, MARKOS	23180	SONNET DR	92557-5401	SAAVEDRA MARK	23180 SONNET DR	MORENO V	92557	63.96	6.40	12.66	83.02
90397075006	264254038	684277	SILGUERO, JOSEPH	23259	SONNET DR	92557-5404	BLANCO MANUEL I	23259 SONNET DR	MORENO V	92557	255.29	25.53	50.55	331.36
96829185009	264254031	684277	MC PHERSON, MR	23341	SONNET DR	92557-5404	MCPHERSON ROBERT W	23341 SONNET DR	MORENO V	92557	255.29	25.53	50.55	331.36
31366395006	264251011	684277	TAYLOR, SUSAN	23356	SONNET DR	92557-5438	TAYLOR SUSAN LYNNE	23356 SONNET DR	MORENO V	92557	255.29	25.53	50.55	331.36
31606285008	264252001	684277	MEJIA, SOTERO	23440	SONNET DR	92557-5405	MEJIA SOTERO	23440 SONNET DR	MORENO V	92557	255.40	25.54	50.57	331.50
31628205009	264252002	684277	ROMNEY, SCOTT	23452	SONNET DR	92557-5405	ROMNEY SCOTT	23452 SONNET DR	MORENO V	92557	255.29	25.53	50.55	331.36
73516575007	264252004	684277	REINHARDT, BILLIE	23476	SONNET DR	92557-5405	GRUNDL GRETCHEN R	23476 SONNET DR	MORENO V	92557	255.29	25.53	50.55	331.36
96059545008	291623023	684277	ALVAREZ, SANDY (OWNR)	13306	SOURWOOD AVE	92553-6958	ALVAREZ SANDY	13306 SOURWOOD AVE	MORENO V	92553	255.40	25.54	50.57	331.50
75280055007	291562017	684277	NELSON, MAUREEN	22490	SOUTHWALK ST	92553-1821	NELSON RICHARD D	22490 SOUTHWALK ST	MORENO V	92553	255.29	25.53	50.55	331.36
31598295005	291563004	684277	NGUYEN, KHANH	22539	SOUTHWALK ST	92553-1825	NGUYEN KHANH TRUONG	22539 SOUTHWALK ST	MORENO V	92553	63.96	6.40	12.66	83.02
97680635001	291563006	684277	MONROE, LISA (RENT)	22559	SOUTHWALK ST	92553-1825	TRUEBA ROSA M	22559 SOUTHWALK ST	MORENO V	92553	109.03	10.903	21.59	141.52
91715225007	291553020	684277	VILAN, MARK (RENT)	22620	SOUTHWALK ST	92553-1828	HIPPOZE BULK INV	1627 VIA ROMA CIR	CORONA C	92881	192.27	19.227	38.07	249.56
31051785002	312042007	684277	HASKINS, WILLIE	16086	SPACE DR	92551-1130	HASKINS WILLIE	16086 SPACE DR	MORENO V	92551	255.29	25.53	50.55	331.36
96289955004	312042014	684277	LEELO, JUNE (RENT)	16184	SPACE DR	92551-9246	GONZALEZ PEDRO	718 E COOLIDGE ST	LONG BEA	90805	255.29	25.53	50.55	331.36
31242075006	482682009	684277	BENJAMIN, BILL	14781	SPINNAKER LN	92553-9405	BENJAMIN DEBBIE DEE	14781 SPINNAKER LN	MORENO V	92553	251.74	25.17	49.84	326.74
49589275008	482682010	684277	DOAN, THAO	14789	SPINNAKER LN	92553-9405	DOAN HAI KHANH	14789 SPINNAKER LN	MORENO V	92553	255.29	25.53	50.55	331.36
31201115004	482681012	684277	VASQUEZ, SONIA	14800	SPINNAKER LN	92553-9434	VASQUEZ REBECA	14800 SPINNAKER LN	MORENO V	92553	255.29	25.53	50.55	331.36
92365905007	482681011	684277	RICHARDS, DESMOND	14808	SPINNAKER LN	92553-9434	RICHARDS DESMOND	14808 SPINNAKER LN	MORENO V	92553	255.40	25.54	50.57	331.50
86093345001	482682014	684277	MARTINEZ, MARIBEL (RENT)	14821	SPINNAKER LN	92553-9407	REYES JORGE MUNOZ	14821 SPINNAKER LN	MORENO V	92553	255.40	25.54	50.57	331.50
92321885004	482682017	684277	PRUDHOLM, MERCY	14845	SPINNAKER LN	92553-9407	PRUDHOLM CLARENCE	14845 SPINNAKER LN	MORENO V	92553	255.29	25.53	50.55	331.36
91609563000	482681006	684277	LEANOS, EFREN	14852	SPINNAKER LN	92553-9406	LEANOS EFREN G	14852 SPINNAKER LN	MORENO V	92553	255.40	25.54	50.57	331.50

62804785006	482682019	684277	WILKE, COLLEEN	14875	SPINNAKER LN	92553-9409	WILKE COLLEEN ANN	14875 SPINNAKER LN	MORENO V	92553	255.29	25.53	50.55	331.36
89399383000	482682025	684277	WILLIAMS, DWAYNE	14929	SPINNAKER LN	92553-9410	FREDERICK SHANAYA	14929 SPINNAKER LN	MORENO V	92553	255.29	25.53	50.55	331.36
31636795008	308431010	684277	MARCHAND, SYRITA (RENT)	16418	SPIRIT RD	92555-3322	WELLS FARGO BANK	4644 EDGEWOOD PL	RIVERSIDE	92506	286.68	28.668	56.76	372.1
31166695007	308401002	684277	UMALI, ERICSON (RENT)	16419	SPIRIT RD	92555-3323	UMALI DEBORAH R	16419 SPIRIT RD	MORENO V	92555	185.40	18.54	36.71	240.64
97106265004	308400008	684277	GREEN, MARK	16520	SPIRIT RD	92555-3324	GREEN MARK A	16520 SPIRIT RD	MORENO V	92555	255.40	25.54	50.57	331.50
52903735009	474084015	684277	WALVANTNE, JOHN (OWNR)	11345	SPLENDOR WAY	92557-5713	WALVATNE JOHN E	8355 RECHE CANYON DR	COLTON C	92324	382.86	38.29	75.81	496.94
50305665003	474084023	684277	SCHENCK, JANET (RENT)	11374	SPLENDOR WAY	92557-5738	WQ INV CORP	15568 BROOKHURST NO 364	WESTMINS	92683	191.77	19.18	37.97	248.90
31127915003	474084024	684277	NEVELS, THOMAS	11400	SPLENDOR WAY	92557-5767	NEVELS THOMAS W	11400 SPLENDOR WAY	MORENO V	92557	191.33	19.13	37.88	248.34
80331825000	304510030	684277	TAYLOR, SONYA	27777	SPRING GROVE ST	92555-5834	TAYLOR SONYA L	27777 SPRING GROVE ST	MORENO V	92555	80.94	8.094	16.03	105.06
64119665002	304511036	684277	VALENCIA, SILVIA	27824	SPRING GROVE ST	92555-5833	VALENCIA SILVIA	27824 SPRING GROVE ST	MORENO V	92555	255.40	25.54	50.57	331.50
95493915002	304510026	684277	WILLIAMS, CLARA	27825	SPRING GROVE ST	92555-5834	CACHERO MAUREEN	27825 SPRING GROVE ST	MORENO V	92555	191.77	19.18	37.97	248.90
96534385003	304510025	684277	WARD, DARYLAINA (RENT)	27837	SPRING GROVE ST	92555-5834	RUIS ROBERT P	27837 SPRING GROVE ST	MORENO V	92555	302.07	30.21	59.81	392.08
96593445007	256243010	684277	MENDOZA, MARIA N	21838	SPRINGCREST RD	92557-8563	MENDOZA JOSE TRINIDAD	21838 SPRINGCREST RD	MORENO V	92557	255.40	25.54	50.57	331.50
55799465004	256242042	684277	SANCHEZ, IGNACIO	21861	SPRINGCREST RD	92557-8504	RODRIGUEZ NORA C	21861 SPRINGCREST RD	MORENO V	92557	332.40	33.24	65.82	431.44
94936723001	256243007	684277	RODRIGUEZ, YOLANDA	21886	SPRINGCREST RD	92557-8563	RODRIGUEZ JUVENTINO VALDEZ	21886 SPRINGCREST RD	MORENO V	92557	255.29	25.53	50.55	331.36
53307215001	256242046	684277	TAFOYA, ALFRED AND LIZ	21917	SPRINGCREST RD	92557-8504	RENCH SHAWN A	21917 SPRINGCREST RD	MORENO V	92557	67.70	6.77	13.40	87.86
92429423002	264372007	684277	BAGGETT, SHEILA	22062	SPRINGCREST RD	92557-5901	BAGGETT WILLIAM S	22062 SPRING CREST RD	MORENO V	92557	255.29	25.53	50.55	331.36
88991665006	264372006	684277	GARCIA, JESSIE	22074	SPRINGCREST RD	92557-5901	STEPHENS MICHAEL A	4864 WESTMONT ST	RIVERSIDE	92507	25.31	2.53	5.01	32.84
92021495002	264371028	684277	CORDERO, WILLIAM E	22133	SPRINGCREST RD	92557-5902	CORDERO WILLIAM E	22133 SPRING CREST RD	MORENO V	92557	66.92	6.692	13.25	86.86
31362845001	260361019	684277	HUIE, BROOKE (OWNR)	22541	SPRINGDALE DR	92557-2644	HOFFMAN JUSTIN KYLE	22541 SPRINGDALE DR	MORENO V	92557	191.77	19.18	37.97	248.90
95222745001	260361015	684277	STEWART, APRIL (RENT)	22542	SPRINGDALE DR	92557-2644	WQ INV CORP	15568 BROOKHURST NO 364	WESTMINS	92683	48.19	4.82	9.54	62.54
31090855005	260361014	684277	FOREBES, PAULA	22552	SPRINGDALE DR	92557-2644	FORBES PAULA	22552 SPRINGDALE DR	MORENO V	92557	255.29	25.53	50.55	331.36
52333675001	260362009	684277	RENWRICK, RONALD AND TRACY	22622	SPRINGDALE DR	92557-2600	RENWRICK RONALD	22622 SPRINGDALE DR	MORENO V	92557	255.29	25.53	50.55	331.36
93163173008	260361031	684277	GASCA, ROCIO	22661	SPRINGDALE DR	92557-2602	CORTEZ RAUL	22661 SPRINGDALE DR	MORENO V	92557	141.77	14.18	28.07	184.00
95684045009	260361032	684277	CLARK, PATRICIA	22671	SPRINGDALE DR	92557-2602	BAKER SHIRLEY DECARMO	3836 SHAMROCK AVE	RIVERSIDE	92501	255.29	25.53	50.55	331.36
31262525000	260201002	684277	MEJIA, JAVIER (RENT)	22701	SPRINGDALE DR	92557-9012	SIEGFRIED ANTHONY	21140 PENUNURI PL	MORENO V	92557	127.48	12.75	25.24	165.46
31392585002	260362001	684277	GAMEZ, ANDREW AND VALERIE	22702	SPRINGDALE DR	92557-2678	GAMEZ ANDREW	22702 SPRINGDALE DR	MORENO V	92557	326.45	32.65	64.64	423.72
95931965000	260192003	684277	GRIMES, DENNIS	22791	SPRINGDALE DR	92557-2680	GRIMES DENNIS M	22791 SPRINGDALE DR	MORENO V	92557	23.66	2.37	4.68	30.70
31061815005	260191015	684277	TEMPLE, LORNA (RENT)	22892	SPRINGDALE DR	92557-2677	VO JACQUELINE	1876 ANNE MARIE CT	SAN JOSE	95132	255.40	25.54	50.57	331.50
92472915009	260191010	684277	DIEGO, CONSUELO	22942	SPRINGDALE DR	92557-2604	DIEGO CONSUELO N	944 W DUARTE RD	MONROVI	91016	332.40	33.24	65.82	431.44
53231425009	260191008	684277	COLLINS, WONDELL	22972	SPRINGDALE DR	92557-2604	WQ INV CORP	16161 BOLSA AVE STE 204C	WESTMINS	92683	255.40	25.54	50.57	331.50
90353985008	260272001	684277	MCMULLEN, CAROL	22658	SPRINGMIST DR	92557-2698	MCMULLEN HERBERT J	22658 SPRINGMIST DR	MORENO V	92557	255.40	25.54	50.57	331.50
31581235004	260262003	684277	BLACK, CARLOS	22690	SPRINGMIST DR	92557-2698	SERRATO ALEJANDRO	22690 SPRINGMIST DR	MORENO V	92557	255.18	25.518	50.53	331.22
31413875005	260272004	684277	ESTRELLA, FRANK (OWNR)	22740	SPRINGMIST DR	92557-2638	RUNGE CHARLES A	22740 SPRINGMIST DR	MORENO V	92557	407.52	40.75	80.69	528.96
94853455004	260272007	684277	ALVA, GIL M	22770	SPRINGMIST DR	92557-2638	ESTRELLA FRANK	22770 SPRINGMIST DR	MORENO V	92557	255.29	25.53	50.55	331.36
31251885007	260282009	684277	GRUBBS, MARY	22860	SPRINGMIST DR	92557-2640	GRUBBS MARY M	22860 SPRINGMIST DR	MORENO V	92557	191.66	19.17	37.95	248.76
60615045004	474652018	684277	DURAN, ADAN (OWNR)	25689	SPRUCEWOOD PL	92557-6625	DURAN ADAN	25689 SPRUCEWOOD PL	MORENO V	92553	191.66	19.17	37.95	248.76
31556895007	475170028	684277	THOMAS, MARK (OWNR)	11543	SPYGLASS CIR	92557-5513	DALMIDA JOANIE	11543 SPYGLASS CIR	MORENO V	92557	255.40	25.54	50.57	331.50
54992115000	475170020	684277	COLLIER, JOHN	11572	SPYGLASS CIR	92557-5512	COLLIER JOHN H	11572 SPYGLASS CIR	MORENO V	92557	255.40	25.54	50.57	331.50
31381585005	316153040	684277	LOPEZ, ELIZABETH (OWNR)	16825	ST GEORGE WAY	92551-7427	LOPEZ ARTEMIO H	16825 ST GEORGE WAY	MORENO V	92551	255.40	25.54	50.57	331.50
31373235006	316153051	684277	IBARRA, MANUEL	16840	ST GEORGE WAY	92551-7426	HANLON JEANETTE	16840 ST GEORGE WAY	MORENO V	92551	255.29	25.53	50.55	331.36
67108715002	316153038	684277	ROBINSON, PAULINE	16845	ST GEORGE WAY	92551-7427	GALLO FERNANDO A	16845 ST GEORGE WAY	MORENO V	92553	109.45	10.95	21.67	142.06
93396295009	482283005	684277	FLORES, MARICELA	24329	ST JAMES DR	92553-3592	ZEPEDA DAVID	2097 E WASHINGTON NO 305	COLTON C	92324	255.18	25.518	50.53	331.22
57441975004	482282005	684277	SYLVESTER, STEPHANIE (RENT)	24330	ST JAMES DR	92553-3587	LAM FUK WAN	24330 ST JAMES DR	MORENO V	92553	288.59	28.859	57.14	374.58
95833143001	482282008	684277	VASQUEZ, ANEDENA	24372	ST JAMES DR	92553-3587	VASQUEZ ENEDINA L	24372 ST JAMES DR	MORENO V	92553	409.51	40.95	81.08	531.54
31402675000	482283009	684277	TUIOLOSEGA, TONY	24385	ST JAMES DR	92553-3592	TUIOLOSEGA T	1252 W MCKINLEY RD	SUNNYVAL	94086	83.40	8.34	16.51	108.24
93858603003	482282009	684277	LOGAN, ALTHANIEL	24386	ST JAMES DR	92553-3587	LOGAN ALTHANIEL	24386 ST JAMES DR	MORENO V	92553	255.29	25.53	50.55	331.36
95028605001	482283012	684277	WILLIAMS, GAIL	24435	ST JAMES DR	92553-3571	WILLIAMS GALE MARIE	24435 ST JAMES DR	MORENO V	92553	255.29	25.53	50.55	331.36
31131765006	482283015	684277	ARELLANO, ANA (RENT)	24475	ST JAMES DR	92553-3571	BAUTISTA ABEL	13130 WICHITA WAY	MORENO V	92555	55.40	5.54	10.97	71.90
31645035009	482282015	684277	DE ONATIZ, EDITH	24476	ST JAMES DR	92553-3572	VASQUEZ ALEJANDRO	24476 ST JAMES DR	MORENO V	92553	255.29	25.53	50.55	331.36
72713135004	485201062	684277	QUIONEZ, LUIS (RENT)	24305	ST THOMAS AVE	92551-6900	DROUAILLET CARLOS	24305 ST THOMAS AVE	MORENO V	92551	255.40	25.54	50.57	331.50
96080505002	485201065	684277	MITCHELL, DARYL	24341	ST THOMAS AVE	92551-6900	MITCHELL DARRYL S	24341 ST THOMAS AVE	MORENO V	92551	332.40	33.24	65.82	431.44
97155505001	485201055	684277	LAOS, ADRIAN (OWNR)	24354	ST THOMAS AVE	92551-6960	LAOS ADRIAN F	24354 ST THOMAS AVE	MORENO V	92551	255.40	25.54	50.57	331.50
86339775007	484072065	684277	VALADEZ, ROGER	14148	ST TROPEZ CT	92553-2909	VALADEZ ROGER	14148 ST TROPEZ CT	MORENO V	92553	332.64	33.26	65.86	431.76
68302695004	484072059	684277	RUIZ, PAUL (RENT)	14155	ST TROPEZ CT	92553-2910	CENTER SCOTT	14155 ST TROPEZ CT	MORENO V	92553	179.04	17.90	35.45	232.38
31368645000	484072067	684277	MONTEZUMA, ARIEL AND THERES	14164	ST TROPEZ CT	92553-2909	MOCTEZUMA ARIEL	14164 ST TROPEZ CT	MORENO V	92553	255.29	25.53	50.55	331.36
31166285003	484072057	684277	HEISS, NANCY	14175	ST TROPEZ CT	92553-2910	COONTZ LINDA J	14175 ST TROPEZ CT	MORENO V	92553	255.40	25.54	50.57	331.50
81958375003	485144003	684277	GUERRERO, TOMAS AND ALBA	24282	STACEY AVE	92551-3642	GUERRERO TOMAS	24282 STACEY AVE	MORENO V	92551	255.29	25.53	50.55	331.36
31522695001	485142014	684277	HARRY, RICHARD	24297	STACEY AVE	92551-7679	HARRY RICHARD I	24297 STACEY AVE	MORENO V	92551	255.18	25.518	50.53	331.22
82937165000	485144001	684277	PEREZ, ELIAS	24310	STACEY AVE	92551-7678	PEREZ ELIAS	24310 STACEY AVE	MORENO V	92551	255.29	25.53	50.55	331.36
88440063000	485141009	684277	TORRES, ROBERT (RENT)	24325	STACEY AVE	92551-3645	RAMIREZ MIGUEL	26251 CAMINO LARGO	MORENO V	92555	41.40	4.14	8.20	53.72
98260503008	485142010	684277	HUERTA, RAYMOND	24333	STACEY AVE	92551-3645	HUERTA RAYMOND JOEL	24333 STACEY AVE	MORENO V	92551	255.18	25.518	50.53	331.22
31257365003	485143002	684277	DANIEL, PENNY (RENT)	24340	STACEY AVE	92551-3643	SHAO MING	24373 STACEY AVE	MORENO V	92551	191.33	19.13	37.88	248.34
97123305001	485143003	684277	RAMIREZ, DORA AND IGNACIA	24348	STACEY AVE	92551-3643	RAMIREZ DORA	24348 STACEY AVE	MORENO V	92551	255.29	25.53	50.55	331.36
93301985004	485143006	684277	SHANNON, CHRISTINA	24372	STACEY AVE	92551-3643	MARTINEZ MARIA I	18068 VALLE PACIFICO CT	PERRIS CA	92570	289.94	28.99	57.41	376.34

49634435009	485142005	684277	SHAO, MING	24373	STACEY AVE	92551-3645	SHAO MING	24373 STACEY AVE	MORENO V	92551	255.29	25.53	50.55	331.36
95134995005	485142004	684277	ORTIZ, MARTIN AND MARLENA	24381	STACEY AVE	92551-3645	ORTIZ MARTIN	24381 STACEY AVE	MORENO V	92551	255.29	25.53	50.55	331.36
31116555001	485142002	684277	VALDEZ, RAUL	24397	STACEY AVE	92551-3645	RENTERIA MARIA C	24397 STACEY AVE	MORENO V	92551	215.29	21.53	42.63	279.44
80788325006	485141006	684277	CEJA, AURORA (RENT)	24460	STACEY AVE	92551-3644	LAU CHI MAN EDDIE	15251 METROPOL DR	HACIENDA	91745	105.44	10.54	20.88	136.86
94882585006	487461004	684277	BUNGER, JAMES	13608	STACY LYNN DR	92555-2508	BUNGER JAMES E	13608 STACY LYNN DR	MORENO V	92555	255.29	25.53	50.55	331.36
82090735009	487451005	684277	ALEXANDER, SANDRA (RENT)	13402	STADIUM WAY	92555-3702	MACWAN NILESHKUMAR	13402 STADIUM WAY	MORENO V	92555	228.71	22.871	45.28	296.86
31630255004	260291006	684277	BOLANOS, PRISCILA (RENT)	23962	STAGHORN CIR	92557-2822	BRUCE RODOLFO H	23962 STAGHORN CIR	MORENO V	92557	254.70	25.47	50.43	330.60
95506765002	260291001	684277	GUILLIN, FERNANDO	23967	STAGHORN CIR	92557-2822	GUILIN FERNANDO	23967 STAGHORN CIR	MORENO V	92557	255.29	25.53	50.55	331.36
31133745007	308390037	684277	BRICENO, FABRICIO	26127	STALLION RD	92555-3309	BAXA CHRISTY R	26127 STALLION RD	MORENO V	92555	128.14	12.81	25.37	166.32
31376595003	264333011	684277	KUBE, ROBERT AND ANNA	11701	STAR JASMINE CIR	92557-6027	KUBE ANNA	11701 STAR JASMINE CIR	MORENO V	92557	63.96	6.40	12.66	83.02
31446585006	481162005	684277	PINEDA, VLADIMIR	24713	STARCREST DR	92553-3734	PINEDA BLADIMIR H	24713 STARCREST DR	MORENO V	92553	255.29	25.53	50.55	331.36
97132155003	481162007	684277	MCCOVERY, LOUISE (RENT)	24737	STARCREST DR	92553-3734	SINGH MANPREET K	2924 CLAIRMONT	FULLERTO	92633	25.86	2.59	5.12	33.56
94697755002	304041028	684277	MOORE, JAMES	14515	STARFALL PL	92555-6221	MOORE JAMES D	14515 STARFALL PL	MORENO V	92555	190.29	19.03	37.68	246.98
88718063009	304041032	684277	RUELAS, BRENDA (OWNR)	14524	STARFALL PL	92555-6221	RUELAS BRENDA Y	14524 STARFALL PL	MORENO V	92555	255.29	25.53	50.55	331.36
96400645003	482251006	684277	NUNGARAY, VERONICA (RENT)	14851	STARMONT ST	92553-3921	REYES NORMA J HERNANDEZ	14851 STARMONT ST	MORENO V	92553	90.00	9	17.82	116.82
98139035013	482254018	684277	MAYVILLE, RICHARD AND COREEN	14854	STARMONT ST	92553-3922	MIRON LUIS	14854 STARMONT ST	MORENO V	92553	510.80	51.08	101.14	663
31627735000	482261022	684277	CONTRERAS, BRENDA (RENT)	14961	STARMONT ST	92553-3923	RENNA PATRICIA K	19189 HITCHING POST PL	RIVERSIDE	92508	63.96	6.40	12.66	83.02
97092855002	474581021	684277	CLOUD, CONSTANCE H	10265	STARSHINE DR	92557-3201	CLOUD CONSTANCE H	10265 STARSHINE DR	MORENO V	92557	332.40	33.24	65.82	431.44
31573495006	316062008	684277	POWELL, DESHAN (RENT)	16136	STARVIEW ST	92551-7205	DALLIN	5440 TRABUCO RD NO H200	IRVINE CA	92620	105.44	10.54	20.88	136.86
31326525003	316062005	684277	GREENE, DWON (OWNR)	16172	STARVIEW ST	92551-7205	MAIO DIYA	8 W PAMELA BLV	ARCADIA C	91007	155.40	15.54	30.77	201.70
31115745004	316062003	684277	ZUNIGA, KYLE (RENT)	16196	STARVIEW ST	92551-7272	LE LING	16196 STARVIEW ST	MORENO V	92557	255.40	25.54	50.57	331.50
31199835009	316093004	684277	MUNOZ, JOSE	16271	STARVIEW ST	92551-7215	MAN CORNEL	10421 S AMIES RD	ANAHEIM	92804	74.34	7.43	14.72	96.48
93809485001	316093007	684277	BALL, MARY	16307	STARVIEW ST	92551-7274	BALL MARY C	16307 STARVIEW ST	MORENO V	92551	55.29	5.53	10.95	71.76
91632115007	316091015	684277	SOMBRITO, CATHRINE	16316	STARVIEW ST	92551-7273	SOMBRITO CATHERINE	16316 STARVIEW ST	MORENO V	92551	255.18	25.518	50.53	331.22
91665053009	316091014	684277	PARTIDA, DANIA	16328	STARVIEW ST	92551-7216	TALAVERA LAURA	16328 STARVIEW ST	MORENO V	92551	255.29	25.53	50.55	331.36
92204975003	316093010	684277	MINGO, MICHAEL (RENT)	16343	STARVIEW ST	92551-7217	VARELA MARY VIRGINIA	16343 STARVIEW ST	MORENO V	92551	63.63	6.363	12.60	82.58
94557965004	316091009	684277	NUNURA, OSWANDO AND LOURD	16388	STARVIEW ST	92551-7216	COMPTON MARIELLA	5562 W 82TH ST	LOS ANGE	90045	31.38	3.14	6.21	40.72
66734985009	316091008	684277	LYONS, MARK	16400	STARVIEW ST	92551-7218	LYONS ELVIS E	16400 STARVIEW ST	MORENO V	92551	284.20	28.42	56.27	368.88
31655405000	474351006	684277	BARTELL, MRS AND MR	11525	STEEPLE CHASE DR	92555-1746	PAYNE MARY LINDA	11525 STEEPLE CHASE DR	MORENO V	92555	332.40	33.24	65.82	431.44
91101513009	474352005	684277	PETERS, MICHEAL	11540	STEEPLE CHASE DR	92555-1745	PETERS MICHAEL A	11540 STEEPLE CHASE DR	MORENO V	92555	332.40	33.24	65.82	431.44
31635425008	474361026	684277	KHATTAB, MAHMOUD	11665	STEEPLE CHASE DR	92555-1706	KHATTAB OMAR M	11665 STEEPLE CHASE DR	MORENO V	92555	255.40	25.54	50.57	331.50
31367975002	474361027	684277	BARNETT, ALICIA	11685	STEEPLE CHASE DR	92555-1706	BARNETT THOMAS	11685 STEEPLE CHASE DR	MORENO V	92555	255.40	25.54	50.57	331.50
93830785002	474382001	684277	TORRES, TOM	11910	STEEPLE CHASE DR	92555-1750	TORRES KATHLEEN	11910 STEEPLE CHASE DR	MORENO V	92555	255.29	25.53	50.55	331.36
98326235014	479113046	684277	SEEGER, SHERRY	25418	STEFFY CIR	92553-4232	SEEGER MICHAEL ERIC	25418 STEFFY CIR	MORENO V	92553	255.29	25.53	50.55	331.36
65139745003	479113034	684277	CORONA, MARIA G	25447	STEFFY CIR	92553-4252	ROMAN MARTIN E	25447 STEFFY CIR	MORENO V	92553	255.29	25.53	50.55	331.36
31613615005	479113037	684277	CASTELLON, FRANCISCO JAVIER	25485	STEFFY CIR	92553-4252	CASTELLON FRANCISCO J	25485 STEFFY CIR	MORENO V	92553	332.40	33.24	65.82	431.44
31246155000	304561016	684277	ALLEN, TROY (OWNR)	14860	STEPHENSON ST	92555-6327	ROBINSON SCOTT FELICIA	14865 STEPHENSON ST	MORENO V	92555	255.40	25.54	50.57	331.50
31095345002	304080012	684277	DOZIER, WILLITTE	14876	STEPHENSON ST	92555-6327	DOZIER ANDREW	14876 STEPHENSON ST	MORENO V	92555	255.40	25.54	50.57	331.50
59154605009	304080010	684277	TAYLOR, KIT (RENT)	14892	STEPHENSON ST	92555-6323	MALVA PROP	23052 ALICIA PKY NO HM611	MISSION V	92692	211.49	21.149	41.88	274.5
31092045002	304560033	684277	RAMIREZ, JENNIFER	14917	STEPHENSON ST	92555-6329	RAMIREZ RALPH G	14917 STEPHENSON ST	MORENO V	92555	180.94	18.09	35.83	234.86
91974605000	478201059	684277	ESQUIVEL, JOHN	28822	STEVENS AVE	92555-8255	ESQUIVEL JOHN	28822 STEVENS AVE	MORENO V	92555	255.29	25.53	50.55	331.36
71833045000	478202083	684277	RESINGER, BILLIE	28845	STEVENS AVE	92555-8258	RESINGER BILLIE JO	28845 STEVENS AVE	MORENO V	92555	255.18	25.518	50.53	331.22
74041575005	478201060	684277	CARBAJAL, JUAN	28890	STEVENS AVE	92555-8255	CARBAJAL JUAN	28890 STEVENS AVE	MORENO V	92555	445.88	44.59	88.28	578.74
74829375005	478202042	684277	ARIAS, YOLANDA	28959	STEVENS AVE	92555-8223	ARIAS JOSE LUIS	28959 STEVENS AVE	MORENO V	92555	255.18	25.518	50.53	331.22
71832195000	478202041	684277	BROWN, KRISTY	28971	STEVENS AVE	92555-8223	BROWN GEORGE E	28971 STEVENS AVE	MORENO V	92555	255.29	25.53	50.55	331.36
90621123009	478192032	684277	SAMPSON, NIKI (RENT)	29103	STEVENS AVE	92555-8314	BROOKS WILLIAM N	29103 STEVENS AVE	MORENO V	92553	255.40	25.54	50.57	331.50
89069573009	478191025	684277	MARTINEZ, TERESA T	29106	STEVENS AVE	92555-8313	GUTIERREZ AUGUSTIN ALVAREZ	29106 STEVENS AVE	MORENO V	92555	332.64	33.26	65.86	431.76
96505855004	478191036	684277	HADLEY, TAMMY (RENT)	29230	STEVENS AVE	92555-8319	HARRISON THOMAS J	28699 CARNOUSTIE AVE	MORENO V	92555	334.51	33.451	66.23	434.18
31372655009	479322001	684277	LARA, MARTHA	13510	STOCKBROOK RD	92553-4834	LARA ESTEBAN	13510 STOCKBROOK RD	MORENO V	92553	63.96	6.40	12.66	83.02
31344495002	479322004	684277	MURRILO, MARTHA	13546	STOCKBROOK RD	92553-4834	ORDONEZ JESUS MURILLO	13546 STOCKBROOK RD	MORENO V	92553	255.18	25.518	50.53	331.22
31625855008	479322009	684277	SIC, IRIS	13606	STOCKBROOK RD	92553-4806	SIC BENJAMIN	13606 STOCKBROOK RD	MORENO V	92553	255.29	25.53	50.55	331.36
96292145009	479321009	684277	FISHER, ROBERT AND LISA	13641	STOCKBROOK RD	92553-4835	MONTANO JOSE	13641 STOCKBROOK RD	MORENO V	92553	255.29	25.53	50.55	331.36
31606125002	479321008	684277	HAROS, YOLANDA (RENT)	13653	STOCKBROOK RD	92553-4835	URRUTIA MELITON	13653 STOCKBROOK RD	MORENO V	92553	79.37	7.937	15.72	103.02
88248175004	479321007	684277	MENDOZA, AMPARO	13665	STOCKBROOK RD	92553-4835	MENDOZA JOSE J	13665 STOCKBROOK RD	MORENO V	92553	216.22	21.62	42.81	280.64
31338485006	479322015	684277	PINEDA, ELSA AND BERNARDO	13678	STOCKBROOK RD	92553-4806	SANCHEZ BERNARDO PORFIRIO	13678 STOCKBROOK RD	MORENO V	92553	22.35	2.24	4.43	29.00
97441235002	479321004	684277	REYES, JOSE	13701	STOCKBROOK RD	92553-4873	CANCHOLA CECILIA	13701 STOCKBROOK RD	MORENO V	92553	255.40	25.54	50.57	331.50
94577435004	479321001	684277	CONTRERAS, LETICIA	13747	STOCKBROOK RD	92553-4873	CONTRERAS MONICA	13747 STOCKBROOK RD	MORENO V	92553	224.64	22.46	44.48	291.58
49604965000	478210068	684277	POUTOUS, STEVEN	13680	STODDARD ST	92555-8224	SIEGLE MICHAEL J	13680 STODDARD ST	MORENO V	92555	409.88	40.99	81.16	532.02
31314795002	478166026	684277	MARTINEZ, VICTOR (OWNR)	14360	STODDARD ST	92555-6921	MARTINEZ MARIA	14360 STODDARD ST	MORENO V	92555	255.40	25.54	50.57	331.50
93881705004	485152015	684277	RHYNES, ANDREW	24070	STONEBRIDGE CT	92551-7613	WATSON MARJORIE L	24070 STONEBRIDGE CT	MORENO V	92551	332.40	33.24	65.82	431.44
93515455000	485152014	684277	COAUSTRO, ADAM	24076	STONEBRIDGE CT	92551-7613	CLAUSTRO ADAM H	24076 STONEBRIDGE CT	MORENO V	92551	255.40	25.54	50.57	331.50
31447445004	485153014	684277	COLVIN, AMBER	24146	STONEBRIDGE CT	92551-7625	BALTIERRA SANDRA	24146 STONEBRIDGE CT	MORENO V	92551	255.40	25.54	50.57	331.50
97109435003	485152036	684277	ANTOINE, ANNDREA (RENT)	24163	STONEBRIDGE CT	92551-7617	HO HENRY HOI	9561 WOODBURY AVE	GARDEN G	92844	172.30	17.23	34.22	223.64
64943715005	485152038	684277	PATRIARCO, JUSTIN	24179	STONEBRIDGE CT	92551-7617	PATRIARCO JUSTIN P	24179 STONEBRIDGE CT	MORENO V	92551	255.29	25.53	50.55	331.36
97094165003	485152039	684277	SMITH, LA VONNE (RENTER)	24185	STONEBRIDGE CT	92551-7617	RAMIREZ JOSE	24185 STONEBRIDGE CT	MORENO V	92551	123.86	12.386	24.52	160.76

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97094175001	485152040	684277	BURNS, DEBRA A	24193	STONEBRIDGE CT	92551-7617	BURNS DEBRA A	24193 STONEBRIDGE CT	MORENO V	92551	255.29	25.53	50.55	331.36
93205045005	304550016	684277	SIMS, JAMES (OWNR)	28047	STONEGATE CT	92555-6372	SIMS JAMES C	28047 STONEGATE CT	MORENO V	92555	29.71	2.97	5.88	38.56
31440845005	482501021	684277	MADDOX, LORA	14141	STONEHURST DR	92553-6732	MADDOX LORA	14141 STONEHURST	MORENO V	92551	332.64	33.26	65.86	431.76
88814945002	482501017	684277	RAMIREZ, JORGE (OWNR)	14142	STONEHURST DR	92553-6729	RAMIREZ JORGE A	14142 STONEHURST DR	MORENO V	92553	62.59	6.26	12.39	81.24
31500555006	482501016	684277	GOMEZ, MANUEL (OWNR)	14158	STONEHURST DR	92553-6729	GOMEZ MANUEL	14158 STONEHURST DR	MORENO V	92553	313.23	31.32	62.02	406.56
96002805003	482501026	684277	BIRR, MELVIN	14213	STONEHURST DR	92553-6761	BIRR MELVIN O	14213 STONEHURST DR	MORENO V	92553	332.40	33.24	65.82	431.44
31300195007	482313013	684277	JURLS, KATHLEEN	14265	STONEHURST DR	92553-2434	JURLS KATHLEEN	14265 STONEHURST DR	MORENO V	92553	255.40	25.54	50.57	331.50
95427775009	482313008	684277	PEREZ, LAURA	14343	STONEHURST DR	92553-3579	PEREZ LAURA	14343 STONEHURST DR	MORENO V	92553	332.40	33.24	65.82	431.44
54528815005	484283015	684277	CORTES, MARIA	25561	STONEYBROOK DR	92553-5080	BANK OF AMERICA	400 NATIONAL WAY	SIMI VALLE	93065	255.40	25.54	50.57	331.50
31165475005	484283006	684277	CARO, HUGO	25651	STONEYBROOK DR	92553-5029	GARCIA SALVADOR	25651 STONEYBROOK DR	MORENO V	92553	332.16	33.216	65.77	431.14
96246355000	484283003	684277	JACKSON, CHERYL (RENT)	25681	STONEYBROOK DR	92553-5029	HOOKS DAVID GERALD	4338 SUNNY LN	YORBA LIN	92886	241.53	24.15	47.82	313.50
81246345000	260181010	684277	HUETA, VERONICA (RENT)	23274	STONY CREEK WAY	92557-3809	HUERTA VERONICA	23274 STONY CREEK WAY	MORENO V	92557	175.40	17.54	34.73	227.66
93563215001	260182026	684277	VOGEL, HELGA	23311	STONY CREEK WAY	92557-3810	WILLIAMS RENALE	23311 STONY CREEK WAY	MORENO V	92557	226.73	22.67	44.89	294.28
1.01026E+11	260181001	684277	CHAMBERS, DAWN AND DARY (RE	23346	STONY CREEK WAY	92557-3812	LOUDEN	5440 TRABUCCO RD NO H2001	IRVINE CA	92620	255.40	25.54	50.57	331.5
64574255004	260171018	684277	WOODAL, MICHELLE	23370	STONY CREEK WAY	92557-3812	WOODALL BRUCE E	23370 STONY CREEK WAY	MORENO V	92557	205.29	20.53	40.65	266.46
31522375008	308571011	684277	LEMON, KENYON	26923	STORRIE LAKE DR	92555-4959	LEMON KENYON	26923 STORRIE LAKE DR	MORENO V	92555	132.65	13.27	26.26	172.16
96988275004	308571007	684277	YUEN, CHOONG-WAI	26963	STORRIE LAKE DR	92555-4959	RIVAS FELIPE	26963 STORRIE LAKE DR	MORENO V	92555	255.29	25.53	50.55	331.36
31129905001	308570002	684277	HICKS, LATISH (RENT)	26970	STORRIE LAKE DR	92555-4958	HERNANDEZ RAFAEL P	26970 STORRIE LAKE DR	MORENO V	92555	265.74	26.57	52.62	344.92
88216535006	308571003	684277	BOTELLO, CHERYL (OWNR)	27003	STORRIE LAKE DR	92555-4961	SWATMAN CHERYL M	27003 STORRIE LAKE DR	MORENO V	92555	219.03	21.90	43.37	284.30
31139655002	308571001	684277	HARDSON, KENNETH (RENT)	27023	STORRIE LAKE DR	92555-4961	PRADO GRACIELA	27023 STORRIE LAKE DR	MORENO V	92553	201.22	20.12	39.84	261.18
1.00706E+11	291433013	684277	WALKER, DAMON	22586	STRATFORD CT	92557-6861	WALKER DAMON A	22586 STRATFORD CT	MORENO V	92557	255.29	25.53	50.55	331.36
31484045001	291433012	684277	CLEMENT, CHERRY	22596	STRATFORD CT	92557-6861	CLEMENT CHERRY	22596 STRATFORD CT	MORENO V	92557	255.29	25.53	50.55	331.36
31150925003	291433009	684277	BRUCE, MOLLY	22618	STRATFORD CT	92557-6816	BRUCE JEFFREY	22618 STRATFORD CT	MORENO V	92557	396.22	39.62	78.45	514.28
62131865007	478400010	684277	DIAZ, DENISE AND REYNA (OWNR	28604	STRAUSS LN	92555-6742	DIAZ DENISE E	28604 STRAUSS LN	MORENO V	92555	35.50	3.55	7.03	46.06
94416053004	478400011	684277	WALKER, DEBRA	28610	STRAUSS LN	92555-6742	WALKER WINFRED	28610 STRAUSS LN	MORENO V	92555	255.29	25.53	50.55	331.36
57503665006	478302003	684277	ZALDIVAR, FRANK	28743	STRAUSS LN	92555-6748	MCVEIGH BLAKE	28743 STRAUSS LN	MORENO V	92555	255.18	25.518	50.53	331.22
90626905004	484151001	684277	JACOME, EDUARDO	14376	STUARD DR	92553-4954	JSM PROP MANAGEMENT INC	14260 VICTOR DR	MORENO V	92553	55.63	5.56	11.01	72.20
31580695009	484153010	684277	MEJIA, XIOMARA	14419	STUARD DR	92553-4955	MEJIA XIOMARA K	14419 STUARD DR	MORENO V	92553	191.77	19.18	37.97	248.90
89012753001	484151004	684277	DE REAL, VERONICA AND JUAN (R	14422	STUARD DR	92553-4954	DELACRUZ JOSE	25615 GALA CIR	SUN CITY	92585	202.43	20.243	40.08	262.74
91073075002	484153009	684277	RODRIGUEZ, ESTEBAN (RENT)	14433	STUARD DR	92553-4955	LABRA MARTIN ORTIZ	14433 STUARD DR	MORENO V	92553	255.40	25.54	50.57	331.50
88054865001	484151006	684277	DAVIS, SHANIQUE (RENT)	14450	STUARD DR	92553-4954	NGUYEN THUY NGOC THANH	12361 PINE ST	GARDEN G	92840	209.76	20.98	41.53	272.26
97517705000	484153007	684277	ALI, RODA	14463	STUARD DR	92553-4955	ALI RODA K	14463 STUARD DR	MORENO V	92553	332.40	33.24	65.82	431.44
75089915002	479612006	684277	RUBIO, JOSE	25569	STUYVESANT ST	92557-7626	RUBIO JOSE ERADIO	25569 STUYVESANT ST	MORENO V	92557	332.40	33.24	65.82	431.44
85420245008	479615013	684277	RUBIO, ARLENA AND JUAN	25604	STUYVESANT ST	92557-7625	RUBIO JUAN	25604 STUYVESANT ST	MORENO V	92557	380.88	38.09	75.41	494.38
96015113000	479614006	684277	GAMBLE, SANDRA	25665	STUYVESANT ST	92557-7627	GAMBLE SANDRA	25665 STUYVESANT ST	MORENO V	92557	340.64	34.06	67.45	442.14
91802995001	479614009	684277	ACOSTA, ELSA (OWNR)	25701	STUYVESANT ST	92557-7627	CONTRERAS CESAR	25701 STUYVESANT ST	MORENO V	92557	191.77	19.18	37.97	248.90
31588395005	479614010	684277	MARTINEZ, ROBERT AND DOROTH	25713	STUYVESANT ST	92557-7627	YOUNG BRUCE M	29670 SKYLINE DR	TEHACHAP	93561	109.17	10.92	21.62	141.70
71899975005	316143024	684277	PLUMMER, TED	24768	SUBURBAN LN	92551-7468	PLUMMER THEODORE W	24768 SUBURBAN LN	MORENO V	92551	128.03	12.80	25.35	166.18
31146825002	316153057	684277	MALDONADO, PASCUAL AND KAT	24876	SUBURBAN LN	92551-7430	MALDONADO PASCUAL C	24876 SUBURBAN LN	MORENO V	92551	255.40	25.54	50.57	331.50
97108865004	264153038	684277	CALHUAN, KIMBERLY (OWNR)	11897	SUGAR CREEK CT	92557-6168	MOORE KIMBERLY ROCHELLE C	11897 SUGAR CREEK CT	MORENO V	92557	192.03	19.20	38.02	249.24
31491035008	264153031	684277	GRAYSON, EUGINA (OWNR)	11948	SUGAR CREEK CT	92557-6120	GRAYSON EUGINA Z	11948 SUGAR CREEK CT	MORENO V	92557	255.40	25.54	50.57	331.50
31439295002	264153046	684277	JENKINS, LISA (RENT)	11959	SUGAR CREEK CT	92557-6168	GREGORY ADAM W	11959 SUGAR CREEK CT	MORENO V	92557	232.92	23.29	46.12	302.32
87586485003	264153029	684277	GOUDEAU, ANGELIQUE (RENT)	11964	SUGAR CREEK CT	92557-6120	QUINTOS MARIA DE JESUS	11964 SUGAR CREEK CT	MORENO V	92557	35.59	3.56	7.05	46.18
97701835003	264153047	684277	VILLEGAS, TERESA	11967	SUGAR CREEK CT	92557-6168	HARGREAVES DEANNA E	11967 SUGAR CREEK CT	MORENO V	92557	255.29	25.53	50.55	331.36
31578755000	264153028	684277	CONDON, PERRY	11972	SUGAR CREEK CT	92557-6120	CITIMORTGAGE INC	20 COMMERCE DR	OFALLON	63366	255.40	25.54	50.57	331.50
70183755001	479292009	684277	REED, THOMAS (RENT)	25202	SUGAR HILL RD	92553-6522	NOVAK KAREN	P O BOX 6599	LA QUINTA	92248	94.58	9.458	18.73	122.76
93126985005	479292007	684277	OLALDE, LUIS (RENT)	25213	SUGAR HILL RD	92553-6523	GOURDINE ERIK P	25215 BAY AVE	MORENO V	92553	119.77	11.98	23.71	155.46
31618065009	479292008	684277	DIXON, ANGELA (RENT)	25214	SUGAR HILL RD	92553-6522	HICKS GLORIA	25214 SUGAR HILL RD	MORENO V	92553	310.83	31.08	61.54	403.44
31414555000	479291011	684277	PEREZ, ERIC (OWNR)	25233	SUGAR HILL RD	92553-6524	PEREZ ERIC	25233 SUGAR HILL RD	MORENO V	92553	460.33	46.03	91.15	597.50
49298505008	479291029	684277	GONZALEZ, BRENDA (RENT)	25266	SUGAR HILL RD	92553-6522	PONCE LUCIANO	25266 SUGAR HILL RD	MORENO V	92553	255.40	25.54	50.57	331.50
31579105005	487332014	684277	SAN TEE, JOHN	26856	SUGARCANE DR	92555-3535	MCLEAN MYRA	26856 SUGARCANE DR	MORENO V	92555	128.03	12.80	25.35	166.18
96210045002	308592016	684277	PREVOST, HANA (OWNR)	26873	SUGARITE CANYON DR	92555-9102	PREVOST HANA M	26873 SUGARITE CANYON DR	MORENO V	92555	255.40	25.54	50.57	331.50
91983815007	308590009	684277	WIDJAJA, JOSEPH (OWNR)	26890	SUGARITE CANYON DR	92555-9102	WIDJAJA JOSEF	26890 SUGARITE CANYON DR	MORENO V	92555	255.40	25.54	50.57	331.50
84274675009	308590010	684277	TOLEDO, JANINE (OWNR)	26900	SUGARITE CANYON DR	92555-9102	TOLEDO JANIE	26900 SUGARITE CANYON DR	MORENO V	92555	119.61	11.96	23.68	155.24
96289335005	308592008	684277	HARRIS, PATRICE	26953	SUGARITE CANYON DR	92555-9103	HARRIS FRED	26953 SUGARITE CANYON DR	MORENO V	92555	255.40	25.54	50.57	331.50
95433855000	308591002	684277	BROWN, CAROLYN D (OWNR)	26980	SUGARITE CANYON DR	92555-9103	BROWN CAROLYN D	26980 SUGARITE CANYON DR	MORENO V	92555	55.40	5.54	10.97	71.9
94494225006	264092020	684277	JOHNSON, ALEDA (RENT)	11049	SULTAN ST	92557-4916	CHAN EDWARD	11049 SULTAN ST	MORENO V	92557	159.46	15.946	31.57	206.96
31400165001	264092021	684277	GARCIA, ROLANDO J	11055	SULTAN ST	92557-4916	GARCIA ROLANDO J	11055 SULTAN ST	MORENO V	92557	255.29	25.53	50.55	331.36
31144625009	264092022	684277	LEE, JOI (RENT)	11061	SULTAN ST	92557-4916	SAYCHAREUN AMNOY	5443 WILD SAGE PL	CHINO HIL	91709	63.63	6.363	12.60	82.58
85609895009	264092028	684277	WALKER, BEVERLY	11081	SULTAN ST	92557-4917	SILVA NEFTALI P	11081 SULTAN ST	MORENO V	92557	255.18	25.518	50.53	331.22
65820405009	264092029	684277	DAVIS, RICKEY	11091	SULTAN ST	92557-4917	HICKS VERNON	24255 RIMVIEW RD	MORENO V	92557	255.29	25.53	50.55	331.36
82712345000	264092030	684277	TILLMANNS, DAN	11103	SULTAN ST	92557-4917	TILLMANNS DANIEL	11103 SULTAN ST	MORENO V	92551	255.29	25.53	50.55	331.36
31579525007	474562019	684277	CRAMER, DOCK (OWNR)	10562	SUMMER BREEZE DR	92557-4213	CRAMER DOCK L	10562 SUMMER BREEZE DR	MORENO V	92557	255.40	25.54	50.57	331.50
91800163009	291583030	684277	VILLALOBOS, SHERYL	22253	SUMMER HOLLY AVE	92553-6910	VILLALOBOS ROMULO B	22253 SUMMER HOLLY AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31356665000	291583024	684277	TAYLOR, SUSAN (RENT)	22272	SUMMER HOLLY AVE	92553-6906	XU YURONG	354 N VIA COLINAS	WESTLAKE	91362	190.87	19.09	37.79	247.74

86134695009	291583007	684277	NANGPI, MARVIN	22339	SUMMER HOLLY AVE	92553-6913	NANGPI MARVIN C	22339 SUMMER HOLLY AVE	MORENO V	92553	102.68	10.27	20.33	133.26
94206255007	291583009	684277	BURNS, ENID (RENT)	22359	SUMMER HOLLY AVE	92553-6913	CHANG STUART	4950 TUWA CT	RIVERSIDE	92507	191.77	19.18	37.97	248.90
82209035002	291583012	684277	MINNIFIELD, TREVA (RENT)	22373	SUMMER HOLLY AVE	92553-6913	GU XIAO YANG	22373 SUMMER HOLLY AVE	MORENO V	92553	157.50	15.75	31.19	204.42
31479415003	475312017	684277	SOLARES, LUZ	24515	SUMMERFIELD DR	92557-5130	SOLARES AMANCIO	24515 SUMMERFIELD DR	MORENO V	92557	255.29	25.53	50.55	331.36
31306135007	475311003	684277	SELNICK, PENPIT	24530	SUMMERFIELD DR	92557-5129	MARTINEZ RAMON	24530 SUMMERFIELD DR	MORENO V	92557	307.33	30.73	60.85	398.90
31510695006	475311009	684277	WINSTON, AMBER (RENT)	24590	SUMMERFIELD DR	92557-5129	CHENG SHU	20736 E WALNUT CANYON RD	WALNUT (	91789	249.40	24.94	49.38	323.72
31586705004	475352008	684277	LAIRD, LESLIE (OWNR)	24698	SUMMERFIELD DR	92557-5131	LAIRD LESLIE S	24698 SUMMERFIELD DR	MORENO V	92557	255.29	25.53	50.55	331.36
62595505009	474553012	684277	ROBERSON, DAVID	24886	SUN STREAM CIR	92557-4206	WATSON WILLIAM B	20832 E YELLOW FEATHER	WALNUT (	91789	255.18	25.518	50.53	331.22
64341265006	482682079	684277	PERKINS, DEBORAH AND DONALD	24105	SUN VALLEY RD	92553-5112	GAO SHENG YUN	149 DIAMOND ST NO C	ARCADIA (	91106	128.14	12.81	25.37	166.32
96384885008	482673008	684277	TAJIMAROA, JOSE F	24143	SUN VALLEY RD	92553-7611	TAJIMAROA JOSE FLORES	24143 SUN VALLEY RD	MORENO V	92553	255.40	25.54	50.57	331.50
31197335008	482674002	684277	HALL, WINDI (RENT)	24158	SUN VALLEY RD	92553-7610	WATTS NATALIE M	24158 SUN VALLEY RD	MORENO V	92553	255.40	25.54	50.57	331.50
93728505009	482674003	684277	PALONARAZ, MARIA (RENT)	24168	SUN VALLEY RD	92553-7610	IRIARTE SALVADOR	24168 SUN VALLEY RD	MORENO V	92553	353.27	35.33	69.95	458.54
82203615003	482674005	684277	LEDBETTER, PAUL AND ROSIE	24186	SUN VALLEY RD	92553-7646	LEDBETTER PAUL A	24186 SUN VALLEY RD	MORENO V	92553	128.40	12.84	25.42	166.66
94020553009	482673001	684277	GIL, ROSA (RENT)	24205	SUN VALLEY RD	92553-5114	SALDANA ALEJANDRO	24205 SUN VALLEY RD	MORENO V	92553	309.76	30.98	61.33	402.06
31326035006	482672019	684277	PETRUSAN, PATRICIA (OWNR)	24241	SUN VALLEY RD	92553-7637	PETRUSAN PATRICIA	24241 SUN VALLEY RD	MORENO V	92553	255.40	25.54	50.57	331.50
31128475003	482674013	684277	BAUTISTA, VERONICA (RENT)	24256	SUN VALLEY RD	92553-7636	HERNANDEZ ISMAEL	24256 SUN VALLEY RD	MORENO V	92553	255.40	25.54	50.57	331.50
31489325001	482672013	684277	CONTRERAS, QUENIA	24309	SUN VALLEY RD	92553-7648	ANDRADE BALDEMAR	24309 SUN VALLEY RD	MORENO V	92553	255.29	25.53	50.55	331.36
72072535001	482671007	684277	CARLOS, RICARDO (RENT)	24320	SUN VALLEY RD	92553-7647	FUENTES RAUL	11915 CARL ST	LAKE VIEW	91342	255.40	25.54	50.57	331.50
31223005001	482672009	684277	LEE, TRISHCINA	24351	SUN VALLEY RD	92553-7648	JACKSON BENJAMIN J	2422 DIAMOND DR	CHINO HIL	91709	255.40	25.54	50.57	331.50
94737743009	296072001	684277	PALOMINOS, LORENA (OWNR)	13012	SUNBIRD DR	92553-5698	PAPPO SAMUEL	13012 SUNBIRD DR	MORENO V	92553	95.40	9.54	18.89	123.82
81768975000	296072006	684277	IGNACIO, GLORIA	13076	SUNBIRD DR	92553-5698	IGNACIO GLORIA D	13076 SUNBIRD DR	MORENO V	92553	255.29	25.53	50.55	331.36
31266285001	296083002	684277	LOPEZ, RUBEN	13138	SUNBIRD DR	92553-5685	LOPEZ LORI A	13138 SUNBIRD DR	MORENO V	92553	255.29	25.53	50.55	331.36
97618205001	296082007	684277	NGUNJIRI, MUMBI	13215	SUNBIRD DR	92553-5649	NGUNJIRI MUMBI L	13215 SUNBIRD DR	MORENO V	92553	255.29	25.53	50.55	331.36
81609175004	296261004	684277	MARTE, ALVIN	13673	SUNBRIGHT DR	92553-6057	BRONSTEIN SERGE	13673 SUNBRIGHT DR	MORENO V	92553	255.29	25.53	50.55	331.36
89941045001	296262021	684277	REYNA, LUZ (RENT)	13734	SUNBRIGHT DR	92553-6009	REYNA LUZ	13734 SUNBRIGHT DR	MORENO V	92553	255.29	25.53	50.55	331.36
93886755002	296124002	684277	BUTLER, MARY (RENT)	23549	SUNCREST AVE	92553-3264	PENNIMAN LOUISE	16227 ABEDUL ST	MORENO V	92551	118.27	11.83	23.42	153.50
72049805002	296124010	684277	ARELLANO, SERENA	23655	SUNCREST AVE	92553-3221	ARELLANO SERENA	23655 SUNCREST AVE	MORENO V	92553	44.73	4.473	8.86	58.04
31503015004	296126011	684277	TERRELL, ZARA (RENT)	23660	SUNCREST AVE	92553-3265	MEAD JOEL A	PO BOX 10396	MORENO V	92552	65.28	6.528	12.93	84.72
1.01924E+11	296126017	684277	REILLY, JOHN	23736	SUNCREST AVE	92553-3282	REILLY JOHN J	23736 SUNCREST AVE	MORENO V	92553	255.40	25.54	50.57	331.50
87482945009	296141011	684277	OCHOA, MARCO	23759	SUNCREST AVE	92553-3209	FARIAS CHRYSTIAN	23759 SUNCREST AVE	MORENO V	92553	255.29	25.53	50.55	331.36
92920915007	296142002	684277	AMEZCUA, ISAC (RENT)	23770	SUNCREST AVE	92553-3282	RIVERA JOSEPH M	23770 SUNCREST AVE	MORENO V	92553	282.88	28.288	56.01	367.16
31346265005	296142006	684277	ORTEGA, MILTON	23810	SUNCREST AVE	92553-3267	ORDONEZ ALFREDO ANTONIO	23810 SUNCREST AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31211015004	296141005	684277	CLAYTON, LACHELLE	23829	SUNCREST AVE	92553-3269	MIMMS LATASHA J	23829 SUNCREST AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31251985006	296143007	684277	PERAZZA, JAZMIN (RENT)	23830	SUNCREST AVE	92553-3286	PERAZZO JASMINE M	23830 SUNCREST AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31555135009	296143010	684277	JOHNSON, LEE (RENT)	23860	SUNCREST AVE	92553-3286	RUBALCABA MARIA TOVAR	23860 SUNCREST AVE	MORENO V	92553	255.40	25.54	50.57	331.50
95503275002	296145010	684277	MORALES, AILIA	23956	SUNCREST AVE	92553-3288	URIOSTEGUI AILIA	23956 SUNCREST AVE	MORENO V	92553	255.29	25.53	50.55	331.36
98200483008	475353008	684277	HARRISON, CHRIS	24712	SUNDAY DR	92557-5103	HARRISON CHRIS	P O BOX 4613	RANCHO C	91729	255.29	25.53	50.55	331.36
31530105008	475353011	684277	BARRAGAN, LUPE	24746	SUNDAY DR	92557-5103	DEROBLES SAMUEL	P O BOX 740198	SAN DIEGC	92174	255.40	25.54	50.57	331.50
91846185008	475050010	684277	IBARRA, ANGELICA (OWNR)	24790	SUNDAY DR	92557-5103	HERNANDEZ DAVID	24790 SUNDAY DR	MORENO V	92557	32.64	3.26	6.46	42.36
96207775004	475050011	684277	DURAN, JAIME (RENT)	24802	SUNDAY DR	92557-5141	VALLE EDUARDO DIAZ	24802 SUNDAY DR	MORENO V	92557	112.99	11.299	22.37	146.66
31549905000	475050019	684277	REED, CECELIA	24841	SUNDAY DR	92557-5104	REED CECELIA N	24841 SUNDAY DR	MORENO V	92557	255.29	25.53	50.55	331.36
90089363008	475050018	684277	VELOZ, CHARLENE	24847	SUNDAY DR	92557-5104	VELOZ RONNIE J	24847 SUNDAY DR	MORENO V	92557	255.29	25.53	50.55	331.36
31475125002	475122004	684277	COOPER, FRANCIS	24457	SUNDIAL WAY	92557-5501	COOPER FRANCES M	24457 SUNDIAL WAY	MORENO V	92554	63.96	6.40	12.66	83.02
31299035005	475132003	684277	MENDOZA, CLEMA	24591	SUNDIAL WAY	92557-5609	MENDOZA CLEMA S	24591 SUNDIAL WAY	MORENO V	92557	255.40	25.54	50.57	331.50
59830495008	475133007	684277	LOPEZ, GABRIELA	24758	SUNDIAL WAY	92557-5611	PEREZ GONZALO LOPEZ	24758 SUNDIAL WAY	MORENO V	92557	155.29	15.53	30.75	201.56
69871795006	475132010	684277	RAINER, LESLIE (RENT)	24769	SUNDIAL WAY	92557-5612	MATUTE JOSE ALFONSO	24769 SUNDIAL WAY	MORENO V	92557	255.40	25.54	50.57	331.50
56409935001	475133008	684277	FLORES, REBECCA	24784	SUNDIAL WAY	92557-5611	RAMOS GREGORY CLIFFORD	15586 GUAJOME RD	MORENO V	92551	255.29	25.53	50.55	331.36
73994635004	475133009	684277	ALONSO, RAMONE	24808	SUNDIAL WAY	92557-5613	ARIZAGA ISMAEL	24808 SUNDIAL WAY	MORENO V	92557	255.29	25.53	50.55	331.36
94794195005	475132013	684277	DE LA ROCHA, MARIO	24831	SUNDIAL WAY	92557-5614	DELAROCHA MARIO	24831 SUNDIAL WAY	MORENO V	92557	451.24	45.12	89.35	585.70
95844375009	475132015	684277	DE LA PAZ, CARLOS	24871	SUNDIAL WAY	92557-5614	DELAPAZ CARLOS	24871 SUNDIAL WAY	MORENO V	92557	255.29	25.53	50.55	331.36
69566135001	475132017	684277	GOMEZ, ALREDA (RENT)	24915	SUNDIAL WAY	92557-5614	ASTORGA DANNY	21200 WOSSLICK AVE	NUEVO CA	92567	105.30	10.53	20.85	136.66
91126605007	475132018	684277	WISEMAN, TIM (OWNR)	24927	SUNDIAL WAY	92557-5614	ASTORGA DANNY	24927 SUNDIAL WAY	MORENO V	92557	246.51	24.65	48.81	319.96
31397205001	296111009	684277	DIXON, TIFFANY	13269	SUNFIELD DR	92553-3260	DIXON ANTHONY	13269 SUNFIELD DR	MORENO V	92553	34.69	3.47	6.87	45.02
31303805003	296112006	684277	MIRA, LUZ (OWNR)	13320	SUNFIELD DR	92553-3259	MIRA LUZ A	13320 SUNFIELD DR	MORENO V	92553	191.77	19.18	37.97	248.90
31384025007	296112001	684277	YAMAGUTHI, ROYCE (RENT)	13370	SUNFIELD DR	92553-3259	SBR MANAGEMENT	16196 JACOBS CIR	RIVERSIDE	92504	106.15	10.615	21.02	137.78
74762485005	296111017	684277	COOLIDGE, BRUCE	13284	SUNFLOWER CT	92553-3225	COOLIDGE PATRICIA	13284 SUNFLOWER CT	MORENO V	92553	361.31	36.13	71.54	468.98
74762435006	296111016	684277	GARCIA, EDDIE	13286	SUNFLOWER CT	92553-3225	GARCIA DONNA	13286 SUNFLOWER CT	MORENO V	92553	332.40	33.24	65.82	431.44
97112785003	296111015	684277	SCAGNETTI, WAYNE	13296	SUNFLOWER CT	92553-3225	XANDERS IRENE	13296 SUNFLOWER CT	MORENO V	92553	255.29	25.53	50.55	331.36
97630743003	296111020	684277	GONZALES, VALERIE	13305	SUNFLOWER CT	92553-3224	GONZALEZ CHRISTIAN V	13305 SUNFLOWER CT	MORENO V	92553	255.40	25.54	50.57	331.50
31354965002	475314005	684277	BURROWES, JAMES AND GLORIA	11170	SUNGLOW DR	92557-5109	BURROWES VALERIE A	23820 IRONWOOD NO 119	MORENO V	92557	255.29	25.53	50.55	331.36
48328465002	475312029	684277	MORALES, BALBINA	11203	SUNGLOW DR	92557-5110	MORALES BALBINA	114523 SW MILLIKAN 200	BEAVERTO	97005	255.58	25.56	50.60	331.74
93820405005	475314002	684277	ZARETKI, STEVEN	11212	SUNGLOW DR	92557-5143	CONTIMORTGAGE CORP	P O BOX 65250	SALT LAKE	84165	255.29	25.53	50.55	331.36
75780435007	475312030	684277	SOLORZALO, JORGE	11215	SUNGLOW DR	92557-5110	CANALES JORGE Y SOLORZANO	11215 SUNGLOW DR	MORENO V	92557	95.74	9.574	18.96	124.26
31439465006	475314001	684277	LONGORIA, DARLENE	11226	SUNGLOW DR	92557-5143	THOMAS BERNARD C	15735 STONEY CREEK DR	RIVERSIDE	92504	191.77	19.18	37.97	248.90
31574645003	296071014	684277	YOUNG, BOBBY J	13064	SUNLIT CT	92553-5687	YOUNG BOBBY JOE	13064 SUNLIT CT	MORENO V	92553	255.29	25.53	50.55	331.36

31367655009	296071005	684277	SOTELO, CATALINA	13071	SUNLIT CT	92553-5688	SOTELO JOSE H	13071 SUNLIT CT	MORENO V	92553	255.40	25.54	50.57	331.50
31165025000	296071019	684277	MACIAS, MIGUEL	13116	SUNLIT CT	92553-5645	MACIAS MIGUEL	13116 SUNLIT CT	MORENO V	92553	155.29	15.53	30.75	201.56
31196035003	296081007	684277	ALSTON, LATOSHA	13161	SUNLIT CT	92553-5646	ALSTON LA TASHA	13161 SUNLIT CT	MORENO V	92553	255.29	25.53	50.55	331.36
31567915000	475313005	684277	LICERIO, DAVID	24553	SUNNY RIDGE DR	92557-5137	LICERIO DAVID	24553 SUNNY RIDGE DR	MORENO V	92557	255.29	25.53	50.55	331.36
97111315004	475313006	684277	JONES, SHELLEY	24563	SUNNY RIDGE DR	92557-5137	JONES JAMES R	24563 SUNNY RIDGE DR	MORENO V	92557	128.14	12.81	25.37	166.32
31168975004	475313008	684277	REID, KELLY	24583	SUNNY RIDGE DR	92557-5137	REID EDWARD A	24583 SUNNY RIDGE DR	MORENO V	92557	255.29	25.53	50.55	331.36
92726423001	475351002	684277	MOLINA, CRISSY	24649	SUNNY RIDGE DR	92557-5146	DELGADO JESUS	24649 SUNNYRIDGE DR	MORENO V	92557	255.18	25.518	50.53	331.22
31134065007	475351003	684277	MOSQUEDA, JOSEPH	24661	SUNNY RIDGE DR	92557-5146	MOSQUEDA JOSEPH W	24661 SUNNY RIDGE DR	MORENO V	92557	321.44	32.14	63.65	417.22
96069063007	259443001	684277	MUNSAYAC, BONFACIO (OWNR)	9690	SUNNYBROOK DR	92557-1702	MUNSAYAC STEPHAN	9690 SUNNYBROOK DR	MORENO V	92557	332.40	33.24	65.82	431.44
31609805003	259443003	684277	SANDOVAL, NICHOLAS	9714	SUNNYBROOK DR	92557-1703	SANDOVAL NICHOLAS	9714 SUNNYBROOK DR	MORENO V	92557	255.40	25.54	50.57	331.50
96587785007	292091001	684277	TORRES, VANESSA	12794	SUNNYGLEN DR	92553-5623	TORRES DAVID	12794 SUNNYGLEN DR	MORENO V	92553	255.29	25.53	50.55	331.36
93145083004	292092038	684277	BECERRA, AVELINO AND HELENA	12879	SUNNYGLEN DR	92553-5622	BICERA ALLEN REY F	12879 SUNNYGLEN DR	MORENO V	92553	255.29	25.53	50.55	331.36
1.0169E+11	292092035	684277	HERNANDEZ, BORIS	12923	SUNNYGLEN DR	92553-5661	BUTH SEIN	1260 MAYFAIR DR	CORONA (	92882	191.77	19.18	37.97	248.90
94697615002	292091011	684277	GUZMAN, DAVID	12926	SUNNYGLEN DR	92553-5634	GUZMAN DAVID	12926 SUNNYGLEN DR	MORENO V	92553	255.29	25.53	50.55	331.36
96085865005	292092034	684277	KING, ESTHER (RENT)	12939	SUNNYGLEN DR	92553-5661	DEATON WENDE	10809 MORNING RIDGE DR	MORENO V	92557	91.77	9.18	18.17	119.10
66434755004	292092033	684277	SEPEDA, ALVARO (OWNR)	12951	SUNNYGLEN DR	92553-5661	ZEPEDA ALVARO	12951 SUNNYGLEN DR	MORENO V	92553	63.96	6.40	12.66	83.02
70926545008	481140006	684277	GUTIERREZ, JOSE (RENT)	24285	SUNNYMEAD BLVD	92553-3029	PHILPOT REX D	24353 SUNNYMEAD BLV	MORENO V	92553	409.88	40.99	81.16	532.02
88406873001	292041009	684277	SALES, MELBA	12641	SUNNYMEADOWS DR	92553-5980	SALES MELBA	12641 SUNNYMEADOWS DR	MORENO V	92553	172.21	17.22	34.10	223.52
31304825007	292042016	684277	PINCKNEY, ROSE	12680	SUNNYMEADOWS DR	92553-5979	ROCHA FEDERICO	1346 SOMERSET DR	SAN DIMA	91773	255.29	25.53	50.55	331.36
94809785007	292041005	684277	SEGURA, ROBIN (RENT)	12681	SUNNYMEADOWS DR	92553-5980	SALDANA FAVIOLA GRANADOS	12681 SUNNYMEADOWS DR	MORENO V	92553	255.29	25.53	50.55	331.36
96616915007	292042017	684277	THOMAS, RANDALL	12692	SUNNYMEADOWS DR	92553-5979	THOMAS RANDAL S	12692 SUNNYMEADOWS DR	MORENO V	92553	332.40	33.24	65.82	431.44
88970183001	292042018	684277	BURNETT, ELBERT	12708	SUNNYMEADOWS DR	92553-5951	BURNETT ELBERT A	12708 SUNNYMEADOWS DR	MORENO V	92553	192.31	19.23	38.08	249.60
95515205001	292041001	684277	GUTIERREZ, ROGACIANO	12727	SUNNYMEADOWS DR	92553-5952	GUTIERREZ ROGACIANO	12727 SUNNYMEADOWS DR	MORENO V	92553	255.40	25.54	50.57	331.50
91970125009	292022003	684277	GOMEZ, GILARDO	12757	SUNNYMEADOWS DR	92553-5952	GOMEZ MARIA TERESA	12757 SUNNYMEADOWS DR	MORENO V	92553	255.29	25.53	50.55	331.36
90692273008	292021003	684277	SPENCER, LAVON	12774	SUNNYMEADOWS DR	92553-5951	HUFFAKER BRIAN D	12774 SUNNYMEADOWS DR	MORENO V	92553	332.40	33.24	65.82	431.44
94751895008	292021004	684277	BAPTISTE, KANDACE	12780	SUNNYMEADOWS DR	92553-5951	BAPTISTE KANDACE S	12780 SUNNYMEADOWS DR	MORENO V	92553	255.29	25.53	50.55	331.36
96797655009	292022009	684277	TRUJILLO, VICTOR AND EDITH (RE	12791	SUNNYMEADOWS DR	92553-5952	URRUTIA GILBERTO	12791 SUNNYMEADOWS DR	MORENO V	92553	42.11	4.211	8.34	54.64
93901325000	292022010	684277	DILLARD, BRIDGETTE	12799	SUNNYMEADOWS DR	92553-5952	DILLARD BRIDGETTE	12799 SUNNYMEADOWS DR	MORENO V	92553	332.40	33.24	65.82	431.44
81767875003	292031015	684277	OCHOA, MARIO	12824	SUNNYMEADOWS DR	92553-5961	OCHOA MARIO	12824 SUNNYMEADOWS DR	MORENO V	92553	255.18	25.518	50.53	331.22
58398865008	292031016	684277	KELLETT, BRUCE	12830	SUNNYMEADOWS DR	92553-5961	KELLETT BRUCE H	12830 SUNNYMEADOWS DR	MORENO V	92553	155.29	15.53	30.75	201.56
95503205007	292031017	684277	PULIDO, LAURA	12836	SUNNYMEADOWS DR	92553-5961	PULIDO LAURA	12836 SUNNYMEADOWS DR	MORENO V	92553	332.40	33.24	65.82	431.44
73682145008	292082001	684277	OLIVARES, DANNY	12860	SUNNYMEADOWS DR	92553-5961	OLIVARES DANNY	12860 SUNNYMEADOWS DR	MORENO V	92553	255.29	25.53	50.55	331.36
94820595004	292082007	684277	OROSCO, LILIAN	12898	SUNNYMEADOWS DR	92553-5961	GAMEZ ADOLFO	12898 SUNNYMEADOWS DR	MORENO V	92553	255.29	25.53	50.55	331.36
96183275002	292061002	684277	ABARCA, MARIA	12907	SUNNYMEADOWS DR	92553-5982	ABARCA MARIA	12907 SUNNYMEADOWS DR	MORENO V	92553	59.07	5.91	11.70	76.66
87941493008	292072004	684277	MENDES, RITA	12937	SUNNYMEADOWS DR	92553-5982	MENDES RITA EMILY	12937 SUNNYMEADOWS DR	MORENO V	92553	234.28	23.43	46.39	304.08
63897805005	292072005	684277	DAVILA, RICK A	12943	SUNNYMEADOWS DR	92553-5982	DAVILA RICARDO A	12943 SUNNYMEADOWS DR	MORENO V	92553	255.29	25.53	50.55	331.36
62198365001	292072008	684277	INMAN, SHERRI	12967	SUNNYMEADOWS DR	92553-5982	INMAN SHERRI	12967 SUNNYMEADOWS DR	MORENO V	92553	255.29	25.53	50.55	331.36
57534805002	292072010	684277	DOMINGUEZ, BRENDA	12981	SUNNYMEADOWS DR	92553-5982	MADUENA JOSE A	12981 SUNNYMEADOWS DR	MORENO V	92553	255.29	25.53	50.55	331.36
31137765003	296262011	684277	MUNOZ, JUAN (OWNR)	13651	SUNRAY CT	92553-6012	MUNOZ JUAN C	13651 SUNRAY CT	MORENO V	92553	155.40	15.54	30.77	201.70
31387495001	296262008	684277	HERNANDEZ, JOSE J	13666	SUNRAY CT	92553-6011	HERNANDEZ JOSE G	13666 SUNRAY CT	MORENO V	92553	255.29	25.53	50.55	331.36
90616963002	296262016	684277	ZETINA, DIANA	13711	SUNRAY CT	92553-6059	ZETINA CAROLINA	13711 SUNRAY CT	MORENO V	92553	255.40	25.54	50.57	331.50
67241605004	479120005	684277	ALVAREZ, JOSE (RENT)	13182	SUNSET LN	92553-4253	NGUYEN DUC MINH	15630 IRENE WAY	WESTMINS	92683	255.40	25.54	50.57	331.50
31182685006	296123014	684277	CERDA, ROBERTO	13383	SUNSWEPT CT	92553-3229	HERNANDEZ RUBEN	13383 SUNSWEPT CT	MORENO V	92553	255.29	25.53	50.55	331.36
31050815008	296123018	684277	CROTHER, MONIQUE	13416	SUNSWEPT CT	92553-2710	CROTHER DUANE P	13416 SUNSWEPT CT	MORENO V	92553	155.18	15.518	30.73	201.42
31525495006	296123019	684277	ANAYA, NANCY	13428	SUNSWEPT CT	92553-2710	ANAYA NANCY	13428 SUNSWEPT CT	MORENO V	92553	332.64	33.26	65.86	431.76
31521545005	316143004	684277	LOPEZ, THANIA (RENT)	24557	SUPERIOR AVE	92551-7475	LOPEZ THANIA CYNTHIA	24557 SUPERIOR AVE	MORENO V	92551	255.40	25.54	50.57	331.50
31246475003	316143005	684277	SOTO, PABLO	24569	SUPERIOR AVE	92553	SOTO PABLO	24569 SUPERIOR AVE	MORENO V	92551	63.96	6.40	12.66	83.02
95346375005	316143008	684277	BROWN, DERRICK (RENT)	24605	SUPERIOR AVE	92551-7477	STONE ROCKY	24605 SUPERIOR AVE	MORENO V	92551	298.39	29.84	59.08	387.30
98059705012	316143009	684277	BROCK, RENEE	24617	SUPERIOR AVE	92551-7477	PENA JESUS ALEJANDRO	24617 SUPERIOR AVE	MORENO V	92551	255.40	25.54	50.57	331.50
31318905000	316143010	684277	BUTARDO, HAZEL	24629	SUPERIOR AVE	92551-7477	ABELLA WARDELITO B	24629 SUPERIOR AVE	MORENO V	92551	69.48	6.95	13.76	90.18
31055045009	316152002	684277	NAJERA, BLANCA (OWNER)	24840	SUPERIOR AVE	92551-7445	NAJERA BLANCA A	24840 SUPERIOR AVE	MORENO V	92551	54.92	5.492	10.87	71.28
31592765009	482561046	684277	CLARK, SHAWANA (RENT)	14385	SUSANA CT	92553-3567	NGUYEN SIMON HUNG	14390 SUSANA CT	MORENO V	92553	241.53	24.15	47.82	313.50
31576855003	482561047	684277	TORREZ, JOY (RENT)	14395	SUSANA CT	92553-3567	NGUYEN VINNY N	14395 SUSANA CT	MORENO V	92553	104.23	10.42	20.64	135.28
94504635006	264192005	684277	DEJOHNETTE, ARNISE	23441	SWAN ST	92557-7903	DEJOHNETTE ARNISE	23411 SWAN ST	MORENO V	92257	255.29	25.53	50.55	331.36
49534985005	264194022	684277	HARRIS, JENNIFER(RENT)	23565	SWAN ST	92557-7902	FAR EAST INTERNATIONAL	24941 STONEGATE LN	LAGUNA N	92677	311.09	31.11	61.60	403.78
31370975006	264291002	684277	ALEXANDER, LUANN	23650	SWAN ST	92557-7936	MEADOR MARK	23650 SWAN ST	MORENO V	92557	255.29	25.53	50.55	331.36
95599235009	264291005	684277	ROJAS, ROSARIO	23686	SWAN ST	92557-7928	ROJAS ANGEL	23686 SWAN ST	MORENO V	92557	174.31	17.43	34.51	226.24
95040105001	264292002	684277	MERCADO, JOHN (OWNR)	23721	SWAN ST	92557-7900	MERCADO JOHN G	23721 SWAN ST	MORENO V	92557	255.40	25.54	50.57	331.50
97684355001	264292014	684277	BOKELMAN, SHAMONA	23757	SWAN ST	92557-7900	PARKER ARNELL	23757 SWAN ST	MORENO V	92557	255.29	25.53	50.55	331.36
98375293008	264432002	684277	PERSON, FRANCESCA (OWNR)	23793	SWAN ST	92557-7925	PERSON ROY	23793 SWAN ST	MORENO V	92557	55.40	5.54	10.97	71.90
88472403002	264432003	684277	CARTER, MICHAEL	23805	SWAN ST	92557-7925	CARTER MICHAEL	23805 SWAN ST	MORENO V	92557	255.29	25.53	50.55	331.36
31214535009	264431004	684277	GONZALEZ, RAMON (OWNR)	23830	SWAN ST	92557-7926	GONZALEZ RAMON	23830 SWAN ST	MORENO V	92557	191.77	19.18	37.97	248.90
31362475008	264431011	684277	PEREZ, ANDREW (RENT)	23902	SWAN ST	92557-7927	THR CALIF	410 N MAIN ST	CORONA (	92880	255.40	25.54	50.57	331.50
99068893002	485101035	684277	BRYANT, WILLIAM (OWNR)	15312	SWARENS CT	92551-4028	BRYANT WILLIAM	15312 SWARENS CT	MORENO V	92551	255.40	25.54	50.57	331.50
96216385007	485101041	684277	AGULIAR, NANCY	15329	SWARENS CT	92551-4030	LUCATERO JUAN	15329 SWARENS CT	MORENO V	92551	185.04	18.50	36.64	240.18

31263425009	485101039	684277	ROSALES, ELVIA	15342	SWARENS CT	92551-4028	ROSALES ELVIA	15342 SWARENS CT	MORENO V	92551	151.06	15.11	29.91	196.06
96604515007	485101042	684277	SANCHEZ, JAQUELYN (RENT)	15343	SWARENS CT	92551-4030	VASQUEZ FELIPE	10536 VIRGINIA AVE	SOUTH GA	90280	332.40	33.24	65.82	431.44
31477665004	296153002	684277	SMITH, TRAVETTE (RENT)	23143	SWEENEY DR	92553-3424	VILLA JAIME S	23143 SWEENEY DR	MORENO V	92553	55.53	5.55	10.99	72.06
72124265006	296153001	684277	YOUNG, FELTON	23153	SWEENEY DR	92553-3424	YOUNG FELTON	23153 SWEENEY DR	MORENO V	92553	409.14	40.914	81.01	531.06
55525685007	296152013	684277	LOPEZ, JESUS	23174	SWEENEY DR	92553-1708	LOPEZ EMMANUEL	23174 SWEENEY DR	MORENO V	92553	255.29	25.53	50.55	331.36
90970943008	296172001	684277	GUTIERREZ, DAVID(RENT)	23255	SWEENEY DR	92553-1709	NGUYEN BINH	16197 MOUNT BADEN POWELL	FOUNTAIN	92708	51.77	5.177	10.25	67.18
31406435002	296172002	684277	ROBLES-MARTINEZ, ALMA (OWNR	23269	SWEENEY DR	92553-1709	ROBLES MARTINEZ ALMA R	23269 SWEENEY DR	MORENO V	92553	91.40	9.14	18.10	118.62
73524795005	479332007	684277	KIMPIAN, JOHANNA	25178	SWEET GRASS DR	92553-4361	BUSH KEVIN JOHN	7768 STERLING AVE	SAN BERN	92410	97.96	9.796	19.40	127.14
96706825005	479333006	684277	GOMEZ, IRMA (RENT)	25189	SWEET GRASS DR	92553-4362	GUTIERREZ ALICIA	25189 SWEET GRASS DR	MORENO V	92553	356.30	35.63	70.55	462.46
31453445002	479333007	684277	ANGULO, SANTIAGO (RENT)	25201	SWEET GRASS DR	92553-6527	LOZANO DAVID	18058 GREEN ORCHARD PL	RIVERSIDE	92508	41.38	4.138	8.19	53.7
96088765000	479471006	684277	CHRISTMAS, BRECHELLE (RENT)	25256	SWEET GRASS DR	92553-4364	HORNSBY GREGORY	26685 BONITA HEIGHTS	MORENO V	92553	255.40	25.54	50.57	331.50
55123845008	479472002	684277	THOMPSON, CASSANDRA (RENT)	25265	SWEET GRASS DR	92553-4363	MONTEZ LEONARD A	13645 CRAPE MYRTLE DR	MORENO V	92553	202.70	20.27	40.13	263.10
73211535004	479524011	684277	MARTIN, JERMAINE	13014	SWEETFERN ST	92553-6821	MARTIN JOYCE MAE	13014 SWEETFERN ST	MORENO V	92553	255.40	25.54	50.57	331.50
92511153003	479524008	684277	SIMPSON, ORLANDO (RENT)	13017	SWEETFERN ST	92553-6821	WERTZ JOANN	13017 SWEETFERN ST	MORENO V	92553	255.40	25.54	50.57	331.50
31418075002	479451014	684277	ALMARAZ, MARTHA (RENT)	13199	SWEETFERN ST	92553-6818	AMAYA JOSE H	13199 SWEETFERN ST	MORENO V	92553	255.40	25.54	50.57	331.50
31472505009	291613023	684277	FRANCO, DIANE (RENT)	22173	SWEETGUM AVE	92553-6923	TAM FANNY MONYEE	3344 CHARLOTTE AVE	ROSEMEAD	91770	153.39	15.34	30.37	199.10
31534905002	291614007	684277	GUERRERO DE CASILLAS, ANA	22184	SWEETGUM AVE	92553-6922	CASILLAS JAVIER	22184 SWEETGUM AVE	MORENO V	92553	255.29	25.53	50.55	331.36
67079195004	291614005	684277	ROSENDIZ, FELIPA (RENT)	22204	SWEETGUM AVE	92553-6925	LEE COLIN	1005 HEATON MOOR DR	WALNUT C	91789	142.52	14.252	28.22	184.98
88897553008	291613027	684277	ROJAS, CARMEN	22213	SWEETGUM AVE	92553-6924	BANK OF NEW YORK MELLON	1661 WORTHINGTON RD	WEST PALI	33409	128.14	12.81	25.37	166.32
31173275001	291614003	684277	SEYOUM, TAMRAT AND AIDA	22224	SWEETGUM AVE	92553-6925	SEYOUM TAMRAT	22224 SWEETGUM AVE	MORENO V	92553	141.66	14.166	28.05	183.86
31049455005	479402018	684277	NWUFO, GLADYS AND CHARLES	25808	SWEETLEAF ST	92553-4727	NWUFO GLADYS IFEOMA	25808 SWEETLEAF ST	MORENO V	92553	255.29	25.53	50.55	331.36
31311475005	264261007	684277	ORTIZ, BEATRICE	22775	SWEETPEA CIR	92557-6026	ORTIZ BEATRICE P	22775 SWEETPEA CIR	MORENO V	92557	255.29	25.53	50.55	331.36
31621185008	264261006	684277	SHELTON, GERRY	22789	SWEETPEA CIR	92557-6026	SHELTON SUSAN M	22789 SWEETPEA CIR	MORENO V	92557	255.29	25.53	50.55	331.36
64721135007	264261009	684277	HUDSON, BERNICE E	22802	SWEETPEA CIR	92557-6026	HUDSON BERNICE	22802 SWEETPEA CIR	MORENO V	92557	255.40	25.54	50.57	331.50
31386275009	264261004	684277	REYNOLDS, GREGORY	22817	SWEETPEA CIR	92557-6026	REYNOLDS GREGORY J	22817 SWEETPEA CIR	MORENO V	92557	255.18	25.518	50.53	331.22
31511865008	264261011	684277	BOZARTH, MARTHA	22830	SWEETPEA CIR	92557-6026	BOZARTH BRIAN	22830 SWEETPEA CIR	MORENO V	92557	235.29	23.53	46.59	305.40
93960295002	479521020	684277	CARINGTON, DIJON	13002	SWEETSPICE ST	92553-6822	BREWSTER MARK S	13002 SWEETSPICE ST	MORENO V	92553	255.18	25.518	50.53	331.22
81520495006	479524028	684277	SOLANO, DANIEL (RENT)	13017	SWEETSPICE ST	92553-6823	SOLANO DANIEL	13017 SWEETSPICE ST	MORENO V	92553	133.64	13.36	26.46	173.46
97009325008	479521018	684277	SANCHEZ, NEPTALIE	13026	SWEETSPICE ST	92553-6822	SANCHEZ NEPTALI M	13026 SWEETSPICE ST	MORENO V	92553	255.40	25.54	50.57	331.50
91520238009	479521017	684277	MAYS, GEORGE T AND CAROL	13038	SWEETSPICE ST	92553-6822	MAYS GEORGE T	13038 SWEETSPICE ST	MORENO V	92553	255.29	25.53	50.55	331.36
31561195004	479521015	684277	ORDAZ, VICTOR M (OWNR)	13062	SWEETSPICE ST	92553-6822	ORDAZ VICTOR M	13182 EYOTA DR	MORENO V	92555	255.40	25.54	50.57	331.50
91464643004	479521014	684277	FERRARA, MARGARET	13074	SWEETSPICE ST	92553-6822	AMUNDSEN SVEN O	13074 SWEETSPICE ST	MORENO V	92553	105.40	10.54	20.87	136.80
31608615005	479524022	684277	DIAZ, GEORGE	13089	SWEETSPICE ST	92553-6823	DIAZ GEORGE A	13089 SWEETSPICE ST	MORENO V	92553	332.40	33.24	65.82	431.44
82915815000	479521012	684277	JOHNSON, DIANE	13098	SWEETSPICE ST	92553-6822	JOHNSON DIANA MARIE	13098 SWEETSPICE ST	MORENO V	92553	255.29	25.53	50.55	331.36
95444153004	479524021	684277	ZAVALA, GLENDA	13101	SWEETSPICE ST	92553-6820	ZAVALA CONSTANTINO	13101 SWEETSPICE ST	MORENO V	92553	214.52	21.45	42.47	278.44
31313275003	479524020	684277	NGUYEN, LOI	13113	SWEETSPICE ST	92553-6820	NGUYEN LEWIS VINHLOI	13113 SWEETSPICE ST	MORENO V	92553	255.29	25.53	50.55	331.36
95622725006	479452010	684277	CARILLO, MANUELA (RENT)	13131	SWEETSPICE ST	92553-6820	LOPEZ LUCIANO	1464 E ST ANDREWS ST	ONTARIO	91761	184.36	18.436	36.50	239.28
51213965005	479452009	684277	FREEMAN, DANIELLE (RENT)	13141	SWEETSPICE ST	92553-6820	NGUYEN DE GIA	3622 MYRTLE ST	IRVINE CA	92606	255.40	25.54	50.57	331.50
94924585006	479453006	684277	MARTIN, PAUL	13198	SWEETSPICE ST	92553-6819	MARTIN PAUL D	13198 SWEETSPICE ST	MORENO V	92553	255.18	25.518	50.53	331.22
31384175005	292206016	684277	TAIFAU, CARMELITA (RENT)	12016	SWEGLES LN	92557-8149	HUANG JIN SEN	937 S DELMAR AVE	SAN GABR	91776	192.89	19.29	38.19	250.36
57965165002	292206011	684277	HARAN, SAL (RENT)	12056	SWEGLES LN	92557-8149	MUNOZ SANDRA L	12056 SWEGLES LN	MORENO V	92557	176.30	17.63	34.91	228.82
31265605006	292206009	684277	RODRIGUEZ, JESUS AND LETICIA	12078	SWEGLES LN	92557-8149	RODRIGUEZ JESUS G	12078 SWEGLES LN	MORENO V	92557	255.29	25.53	50.55	331.36
96760195004	259372010	684277	MESSINA, KRISTIN (OWNR)	9659	SYCAMORE CANYON RI	92557-1812	MESSINA KRISTIN L	9659 SYCAMORE CANYON RD	MORENO V	92557	255.40	25.54	50.57	331.50
31472435004	259371025	684277	OVERTON JR, STEPHEN E	9688	SYCAMORE CANYON RI	92557-1813	OVERTON STEPHEN	9688 SYCAMORE CANYON RD	MORENO V	92557	255.18	25.518	50.53	331.22
91391463006	259361006	684277	CORDOVA, GINA	9779	SYCAMORE CANYON RI	92557-1801	CORDOVA REGINA	9779 SYCAMORE CANYON RD	MORENO V	92557	332.40	33.24	65.82	431.44
91649163000	259361007	684277	BUHR, EDWARD O	9787	SYCAMORE CANYON RI	92557-1801	BUHR EDWARD O	9787 SYCAMORE CANYON RD	MORENO V	92557	183.21	18.32	36.28	237.80
31328885003	259362004	684277	CORTEZ, JERRY	9850	SYCAMORE CANYON RI	92557-1800	CORTEZ JERRY W	9850 SYCAMORE CANYON RD	MORENO V	92557	255.29	25.53	50.55	331.36
31376125002	259362003	684277	HOSKINS, SUSAN (RENT)	9860	SYCAMORE CANYON RI	92557-1800	HOSKINS RAYMOND	9860 SYCAMORE CANYON RD	MORENO V	92557	319.55	31.96	63.27	414.76
97068455006	259362001	684277	MCKENZIE, LAURA	9880	SYCAMORE CANYON RI	92557-1800	SANTORO WILLIAM	17201 BIRDS EYE DR	PERRIS CA	92570	128.03	12.80	25.35	166.18
31485195006	259361021	684277	MOYA, JESUS	9895	SYCAMORE CANYON RI	92557-1802	MOYA JESUS	9895 SYCAMORE CANYON RD	MORENO V	92557	255.29	25.53	50.55	331.36
91542375003	259361023	684277	LOUDER, SUNNI	9905	SYCAMORE CANYON RI	92557-1803	GRIFFIN SUNNI	9905 SYCAMORE CANYON RD	MORENO V	92557	255.40	25.54	50.57	331.50
31480755009	260372009	684277	PABRO, ELISEO AND ANNA M	10065	SYCAMORE CANYON RI	92557-1860	BATEMAN JOHN L	10220 SYCAMORE CANYON RD	MORENO V	92557	183.21	18.32	36.28	237.80
52687805003	260372027	684277	MOORE, ALIS	10075	SYCAMORE CANYON RI	92557-1860	MOORE CALVIN	10075 SYCAMORE CANYON RD	MORENO V	92557	63.96	6.40	12.66	83.02
91120205004	260372026	684277	BARKER, CURTIS	10085	SYCAMORE CANYON RI	92557-1860	BARKER GUADALUPE	10085 SYCAMORE CANYON RD	MORENO V	92557	255.29	25.53	50.55	331.36
31097675008	260372022	684277	LOOMIS, ROGER AND SHELLY	10147	SYCAMORE CANYON RI	92557-1861	LOOMIS ROGER P	10147 SYCAMORE CANYON RD	MORENO V	92557	332.40	33.24	65.82	431.44
31061345004	260372014	684277	GUZMAN, GEORGE	10259	SYCAMORE CANYON RI	92557-1864	GUZMAN GEORGE	10259 SYCAMORE CANYON RD	MORENO V	92557	155.06	15.51	30.70	201.26
91811593006	487500049	684277	MUFFORD, JHYL (RENT)	13651	SYDNEY AVE	92555-2542	ZHOU MEICHEN	17871 SHADY VIEW DR 1104	CHINO HIL	91709	183.90	18.39	36.41	238.70
52897015004	482112001	684277	MARTIN, LESTER	24374	SYKES DR	92553-3361	MARTIN LESTER G	24374 SYKES DR	MORENO V	92553	255.18	25.518	50.53	331.22
31224325002	482123015	684277	MORRISON, AMY (RENT)	24387	SYKES DR	92553-3312	LUNA HECTOR	24387 SYKES DR	MORENO V	92553	163.04	16.304	32.28	211.62
31561425006	482123016	684277	MALDANADO II, JESUS (OWNR)	24395	SYKES DR	92553-3312	MALDONADO JESUS	24395 SYKES DR	MORENO V	92553	309.76	30.98	61.33	402.06
80934605007	296233007	684277	CERVANTES, ESTER	13542	SYLMAR DR	92553-3421	CERVANTES MOISES	13542 SYLMAR DR	MORENO V	92553	255.29	25.53	50.55	331.36
60002245003	296244009	684277	SMITH, DARRYL (RENT)	13644	SYLMAR DR	92553-1703	BRADLEY ROY	13644 SYLMAR DR	MORENO V	92553	255.29	25.53	50.55	331.36
31646185005	296243027	684277	SALOME, LAKETA (RENT)	13663	SYLMAR DR	92553-3417	BROOK PARKER	840 SILVER VALLEY TR	WALNUT C	91789	249.24	24.924	49.35	323.5
90329245004	296274011	684277	RODRIGUEZ, DAVID	13826	SYLMAR DR	92553-6003	MARIN IRENE	13826 SYLMAR DR	MORENO V	92553	155.73	15.57	30.83	202.12
31326145003	296273020	684277	GIBSON, MICHELE	13835	SYLMAR DR	92553-6004	GIBSON MICHELE	13835 SYLMAR DR	MORENO V	92553	127.92	12.792	25.33	166.04

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92960543001	484151028	684277	RUIZ, CINDY (RENT)	14429	SYLVESTER CT	92553-4973	LEDESMA HECTOR	14429 SYLVESTER CT	MORENO V	92553	86.72	8.672	17.17	112.56
95447795003	484151020	684277	KOSEK, PAUL AND STEPHANIE	14430	SYLVESTER CT	92553-4962	KOSEK PAUL	14430 SYLVESTER CT	MORENO V	92553	255.29	25.53	50.55	331.36
31449935007	484162003	684277	SWARTZ, JOHN	14545	SYLVESTER DR	92553-4927	SWARTZ JOHN	14545 SYLVESTER DR	MORENO V	92553	255.29	25.53	50.55	331.36
95467165003	484162004	684277	SCOTT, DARREN	14559	SYLVESTER DR	92553-4927	SCOTT DARREN	14559 SYLVESTER DR	MORENO V	92553	255.29	25.53	50.55	331.36
80474945003	484162006	684277	SADLER, JERRY (OWNR)	14583	SYLVESTER DR	92553-4927	SADLER JERRY	14583 SYLVESTER DR	MORENO V	92553	246.92	24.69	48.89	320.50
96592735008	475271010	684277	ERWIG, BERNIE L	11989	TABOR DR	92557-6361	ERWIG BERNIE L	11989 TABOR DR	MORENO V	92557	183.92	18.39	36.42	238.72
31502945001	308520043	684277	BAILITY, MONIQUE	16781	TACK LN	92555-3378	FERMIN VIRGILIO	7641 KELTY DR	RIVERSIDE	92508	255.18	25.518	50.53	331.22
31291765008	308520033	684277	TOMLIN, KARA	16921	TACK LN	92555-3382	TOMLIN KARA L	16921 TACK LN	MORENO V	92555	255.40	25.54	50.57	331.50
83375795000	308520028	684277	SIMMONS, ERICK	16991	TACK LN	92555-3382	FRAZIER VYRON KENNETH	P O BOX 62951	LOS ANGEL	90062	265.74	26.57	52.62	344.92
49696925005	479121023	684277	RAMIREZ, MARIO (RENT)	13200	TACOMA DR	92553-4255	KEITH FRED DONALD	1857 MAUNA LOA PL	NORCO CA	92860	274.79	27.48	54.41	356.66
80573695004	479121029	684277	XAYAVONG, AENOI (RENT) APTS	13221	TACOMA DR UNIT A	92553-5436	ARREOLA JOSE	13221 TACOMA DR	MORENO V	92553	255.40	25.54	50.57	331.50
93539415009	485132009	684277	CLARKE, EMMA	24676	TALBOT CT	92551-0911	CLARKE EMMA LOUISE	24676 TALBOT CT	MORENO V	92551	255.29	25.53	50.55	331.36
31047005004	485132023	684277	FAIR, JOHN	24687	TALBOT CT	92551-0912	FAIR JOHN D	24687 TALBOT CT	MORENO V	92551	255.29	25.53	50.55	331.36
98340695018	485132020	684277	SORIANO, JOSE	24717	TALBOT CT	92551-4057	ONULDO	24717 TALBOT CT	MORENO V	92551	128.03	12.80	25.35	166.18
31453675003	485132015	684277	HERNANDEZ, JOSE	24738	TALBOT CT	92551-4056	CHAUCER INV	529 WALNUT AVE	ARCADIA C	91107	335.97	33.60	66.52	436.08
31578925005	485132018	684277	OWENS, GERALDINE	24739	TALBOT CT	92551-4057	OWENS GERALDINE	24739 TALBOT CT	MORENO V	92551	332.64	33.26	65.86	431.76
62141635005	485132016	684277	NEAL, DEBORAH	24742	TALBOT CT	92551-4056	NEAL HURSHEL L	24742 TALBOT CT	MORENO V	92551	255.29	25.53	50.55	331.36
95223045006	479582027	684277	STAFFORD, LISA	25668	TALLANDSIA CT	92553-0706	STAFFORD LISA D	25668 TALLANDSIA CT	MORENO V	92553	255.29	25.53	50.55	331.36
76133495005	479582037	684277	KOLAND, GARY (OWNR)	25693	TALLANDSIA CT	92553-0707	KOLAND GARY L	25693 TALLANDSIA CT	MORENO V	92553	255.29	25.53	50.55	331.36
84680845002	479582036	684277	CARROLL, EDWIN (OWNR)	25705	TALLANDSIA CT	92553-4804	CARROLL EDWIN D	25705 TALLANDSIA CT	MORENO V	92553	255.40	25.54	50.57	331.50
86438963007	479582034	684277	LOPEZ, FERMIN AND BECKY	25719	TALLANDSIA CT	92553-4804	LOPEZ FERMIN ESTRADA	25719 TALLANDSIA CT	MORENO V	92553	319.19	31.92	63.20	414.30
97309645005	479582033	684277	PETERSON, WAYNE	25729	TALLANDSIA CT	92553-4804	PETERSEN WAYNE R	25729 TALLANDSIA CT	MORENO V	92553	255.29	25.53	50.55	331.36
31243065006	259470015	684277	GROOM, RHONDA	9796	TAMALPAIS PL	92557-3516	GROOM LARONTE R	P O BOX 53157	RIVERSIDE	92517	105.29	10.53	20.85	136.66
63975185009	259470007	684277	HARRIS, YVETTE	9813	TAMALPAIS PL	92557-3516	HARRIS YVETTE	9813 TAMALPAIS PL	MORENO V	92557	153.73	15.37	30.44	199.54
87079985004	479270001	684277	SUAZO, JESSE	12761	TAMARA DR	92553-2333	SUAZO JESSE R	12761 TAMARA DR	MORENO V	92553	255.29	25.53	50.55	331.36
31476045007	479270003	684277	SOLIS, GABRIELA AND ANGEL	12785	TAMARA DR	92553-2333	RASCON ANA MARIA	12785 TAMARA DR	MORENO V	92553	255.40	25.54	50.57	331.50
57061285005	479271016	684277	MACIAS, ARACELI	12798	TAMARA DR	92553-2332	MACIAS JOSE MERCADO	119 OLSO DR	SANTA AN	92703	62.92	6.292	12.46	81.66
97094295006	479270008	684277	TURNER, TAMARA (OWNR)	12855	TAMARA DR	92553-4155	LOUDEN	P O BOX 1226	OAKLAND	94604	100.52	10.05	19.90	130.46
31499035001	479271010	684277	POWER, MATT	12890	TAMARA DR	92553-4156	PAULI MARK S	12890 TAMARA DR	MORENO V	92553	332.40	33.24	65.82	431.44
31083625009	479270014	684277	JEFFERSON, JUNE (OWNR)	12927	TAMARA DR	92553-4157	JEFFERSON JUNE	12927 TAMARA DR	MORENO V	92553	255.29	25.53	50.55	331.36
96001395001	479271001	684277	PRESLEY, NORA	12996	TAMARA DR	92553-4158	PRESLEY JOHN S	12996 TAMARA DR	MORENO V	92553	68.40	6.84	13.54	88.78
96286465003	474733001	684277	JOHNSON, CHARLENE	25511	TANGERINE RD	92557-6646	JOHNSON CYRIL R	25511 TANGERINE RD	MORENO V	92557	332.40	33.24	65.82	431.44
96286465008	474732004	684277	AMADOR, ELVIA	25512	TANGERINE RD	92557-6646	AMADOR, ELVIA	#REF!	MORENO V	#REF!	68.96	6.896	13.65	89.5
31599745009	316220010	684277	OGWO, EDWARD	16505	TARANO LN	92551-7489	OGWO ABIGAEL O	16505 TARANO LN	MORENO V	92551	205.29	20.53	40.65	266.46
95479635000	316220013	684277	AVALOS, RUBEN	16541	TARANO LN	92551-7489	AVALOS RUBEN	16541 TARANO LN	MORENO V	92551	255.40	25.54	50.57	331.50
31638785006	316220018	684277	CHACON, MARIA	16623	TARANO LN	92551-7494	CHACON GRECIA	16623 TARANO LN	MORENO V	92551	255.29	25.53	50.55	331.36
90871313000	316220019	684277	PINEDA, ISABEL (RENT)	16639	TARANO LN	92551-7494	PLASCENCIA JAVIER	16639 TARANO LN	MORENO V	92551	115.28	11.53	22.83	149.62
49592905000	316131002	684277	CASTRO, ELIS (OWNR)	16710	TARANO LN	92551-7410	CASTRO ELIS R	16710 TARANO LN	MORENO V	92591	255.40	25.54	50.57	331.50
94688045001	316121028	684277	JAMES, SHIRLEY	16725	TARANO LN	92551-7411	SHIN ANTHONY	P O BOX 7270	LOMA LIND	92354	191.77	19.18	37.97	248.90
67769465003	316131006	684277	COOK, AARON	16740	TARANO LN	92551-7410	COOK AARON B	16740 TARANO LN	MORENO V	92553	63.96	6.40	12.66	83.02
94714163009	316121026	684277	HECKARD, LASHONE (RENT)	16741	TARANO LN	92551-7411	VARNADO RICARDO	16741 TARANO LN	MORENO V	92551	255.29	25.53	50.55	331.36
84130175008	316131007	684277	ROHAS, ADA	16748	TARANO LN	92551-7410	ROJAS MARIO	16748 TARANO LN	MORENO V	92551	255.29	25.53	50.55	331.36
98696163004	316121025	684277	COMAGON, GRACE	16749	TARANO LN	92551-7411	DELACRUZ EDEN	16749 TARANO LN	MORENO V	92551	128.63	12.86	25.47	166.96
31437705000	316121024	684277	ARGUENTN, BRENDA	16757	TARANO LN	92551-7411	ARGUETN BRENDA M	16757 TARANO LN	MORENO V	92551	255.40	25.54	50.57	331.50
51645745005	260113001	684277	CLARKSTON, JOSEPH (RENT)	23578	TARARA DR	92557-3954	JOHNSON RICHARD C	23578 TARARA DR	MORENO V	92557	255.40	25.54	50.57	331.50
86653363007	260112006	684277	LEE, KRYSTAL	23591	TARARA DR	92557-3956	LEE KRYSTAL D	23591 TARARA DR	MORENO V	92557	255.29	25.53	50.55	331.36
89242063009	260123002	684277	JONES, CHARLES (OWNR)	23599	TARARA DR	92557-3956	JONES CHARLES A	7255 BAYMEADOWS WAY	JACKSONV	32256	255.29	25.53	50.55	331.36
31599635002	484303011	684277	MOTA, ELOY (OWNR)	14780	TARRAGON WAY	92553-5008	HARO ELOY MOTA	14780 TARRAGON WAY	MORENO V	92553	155.40	15.54	30.77	201.7
31325575004	484303015	684277	TREJO, AUREA A	14795	TARRAGON WAY	92553-5007	TREJO AUREA	14795 TARRAGON WAY	MORENO V	92553	128.14	12.81	25.37	166.32
87796295008	484303009	684277	VIDRIO, JOSE (OWNR)	14808	TARRAGON WAY	92553-5082	VIDRIO JOSE	14808 TARRAGON WAY	MORENO V	92553	180.94	18.09	35.83	234.86
93657365009	484303016	684277	BAKKEN, SARA (RENT)	14809	TARRAGON WAY	92553-5083	YU ZHILIANG	12800 ORLEANS DR	MORENO V	92555	257.40	25.74	50.97	334.1
31052835000	484312001	684277	ANTHONY, VIVIAN (RENT)	14874	TARRAGON WAY	92553-5084	IE BUSINESS SOLUTIONS	601 S MILLIKEN AVE K140	ONTARIO	91761	255.40	25.54	50.57	331.50
62979735007	484312007	684277	BREWAH, JEFFERY	14934	TARRAGON WAY	92553-5009	BREWAH LLOYDETTE HAROLDA	14934 TARRAGON WAY	MORENO V	92553	255.29	25.53	50.55	331.36
94214153002	487042004	684277	THOMAS, DYMETRIUS (RENT)	26145	TASMAN ST	92555-1825	GRIFFIS GARY W	12185 OLIVER ST	MORENO V	92555	40.14	4.01	7.95	52.10
31132135007	484201012	684277	BUTLER, GEORGE AND ERA	25415	TAUPE AVE	92553-7169	BUTLER ERA J	25415 TAUPE AVE	MORENO V	92553	255.29	25.53	50.55	331.36
99760243001	484202007	684277	HERRINGTON, KRYSTLE (RENT)	25428	TAUPE AVE	92553-7168	PICKET HERRINGTON VERONICA L	14581 COCHITI DR	MORENO V	92553	255.40	25.54	50.57	331.50
95387735004	316220009	684277	CALVIN, LAUNA (RENT)	16532	TAURUS LN	92551-7488	BASHIR SHABBIR H	16532 TAURUS LN	MORENO V	92551	434.60	43.46	86.05	564.1
31158885004	316220015	684277	PEREZ, JENNY (RENT)	16640	TAURUS LN	92551-7492	PEREZ JESUS	24547 SKYLAND DR	MORENO V	92557	74.88	7.49	14.83	97.18
57331655004	474443023	684277	CONDON, PERRY	10902	TEA BARK RD	92557-4000	CONDON PERRY W	10902 TEA BARK RD	MORENO V	92557	255.29	25.53	50.55	331.36
57521435007	474443022	684277	CALDERON, LUIS AND MARISOL	10928	TEA BARK RD	92557-4000	CALDERON LUIS E	10928 TEA BARK RD	MORENO V	92557	255.29	25.53	50.55	331.36
84331455003	474442009	684277	BARGSTEN, BARBARA	10933	TEA BARK RD	92557-4046	BARGSTEN BARBARA	10933 TEA BARK RD	MORENO V	92557	332.40	33.24	65.82	431.44
31204155009	474442007	684277	JACOBS, ALVIN (OWNR)	10959	TEA BARK RD	92557-4046	THAM YENETTE	27665 E TRAIL RIDGE WAY AP	MORENO V	92555	409.88	40.99	81.16	532.02
82994755007	264331008	684277	KIMINIKI, JENNIFER	22799	TEA ROSE LN	92557-6014	KIMINKI JOHN C	22799 TEA ROSE LN	MORENO V	92557	232.40	23.24	46.02	301.64
71017795002	264342005	684277	JAHN, PAM	22836	TEA ROSE LN	92557-6015	JAHN RANDY P	22836 TEA ROSE LN	MORENO V	92557	255.29	25.53	50.55	331.36
97693363000	264342004	684277	CASTILLO, GILBERT	22846	TEA ROSE LN	92557-6015	GROSS FRANK C	22846 TEA ROSE LN	MORENO V	92557	255.40	25.54	50.57	331.50

88347853001	260135014	684277	DAY, TIMOTHY	10820	TEAKWOOD CIR	92557-3932	DAY TIMOTHY	10820 TEAKWOOD CIR	MORENO V	92557	255.29	25.53	50.55	331.36
64598925003	291211045	684277	GAZAWAY, HOWARD	22568	TEMCO ST	92553-8414	GAZAWAY HOWARD F	22568 TEMCO ST	MORENO V	92553	255.29	25.53	50.55	331.36
66365725007	291212002	684277	ZAMARRIPA, JOSE	22571	TEMCO ST	92553-8415	ZAMARRIPA JOSE DEJESUS	22571 TEMCO ST	MORENO V	92553	332.64	33.26	65.86	431.76
66065545001	291222002	684277	MORRIS, ROSA	22611	TEMCO ST	92553-8433	MORRIS PHILLIP WENDEL	22611 TEMCO ST	MORENO V	92553	332.64	33.26	65.86	431.76
31617315009	291222004	684277	MC CRADY, WILLIAM	22651	TEMCO ST	92553-8433	ADAMS MARIE E	22651 TEMCO ST	MORENO V	92553	254.64	25.46	50.42	330.52
92763125007	256263006	684277	LANE, DON AND MAGGIE	21151	TENNYSON RD	92557-8407	LANE DON H	21151 TENNYSON RD	MORENO V	92557	191.66	19.17	37.95	248.76
75176865007	256312002	684277	SANCHEZ, GEORGINA	21247	TENNYSON RD	92557-8401	SANCHEZ GEORGINA	21247 TENNYSON RD	MORENO V	92557	255.18	25.518	50.53	331.22
31376525008	256312003	684277	RIVERA, RICHARD	21257	TENNYSON RD	92557-8401	RIVERA RICHARD A	21257 TENNYSON RD	MORENO V	92557	255.29	25.53	50.55	331.36
58292995006	256311004	684277	LEANDRO JR, PAUL	21270	TENNYSON RD	92557-8400	LEANDRO PAUL	21270 TENNYSON RD	MORENO V	92557	332.40	33.24	65.82	431.44
31445835006	256312012	684277	MARTIN, WENDY AND SERGIO	21329	TENNYSON RD	92557-8408	MARTIN SERGIO	21329 TENNYSON RD	MORENO V	92557	255.29	25.53	50.55	331.36
60528695002	256320027	684277	FREDES, OSCAR	21433	TENNYSON RD	92557-8450	FREDES OSCAR A	21433 TENNYSON RD	MORENO V	92557	48.03	4.80	9.51	62.34
31149695003	479170032	684277	SERVIN, HUMBERTO	13546	TERRA BELLA AVE	92553-4824	SERVIN HUMBERTO H	8311 HAVEN AVE NO 180	RANCHO C	91730	151.77	15.18	30.05	196.98
31290295009	479170031	684277	GURROLA, CLIFFORD	13556	TERRA BELLA AVE	92553-4824	MACKAIG LOIS	13556 TERRA BELLA AVE	MORENO V	92553	294.54	29.45	58.32	382.30
56056895008	479170028	684277	GREEN, TONY	13588	TERRA BELLA AVE	92553-4824	GREEN TONY A	13588 TERRA BELLA AVE	MORENO V	92553	255.18	25.518	50.53	331.22
93857295000	479113050	684277	MATALKA, PATRICIA AND VICTOR	13136	TERRY CT	92553-4231	MATALKA VICTOR A	13136 TERRY CT	MORENO V	92553	128.03	12.80	25.35	166.18
50894535004	479113048	684277	CARRILLO, MANUELA (RENT)	13162	TERRY CT	92553-4231	GONDECK JACOB	13162 TERRY CT	MORENO V	92553	255.40	25.54	50.57	331.50
55331135006	487360018	684277	GARCIA, TONY	13016	TETON CT	92555-2422	GARCIA ANTONIO	13016 TETON CT	MORENO V	92555	255.29	25.53	50.55	331.36
92430843002	487360019	684277	BEELER, JOSIE (RENT)	13024	TETON CT	92555-2422	NPL HOME	13405 INGLEWOOD AV STE 5	HAWTHOR	90250	255.40	25.54	50.57	331.50
95402525005	487360013	684277	VERGARA, SANDRA (RENT)	13031	TETON CT	92555-2421	VERGARA CARLOS A	13031 TETON CT	MORENO V	92555	255.40	25.54	50.57	331.50
96156285006	487360020	684277	BALLESTEROS, LENNIE (OWNR)	13032	TETON CT	92555-2422	BALLESTEROS LENNIE P	38189 SHERWOOD ST	MURRIETA	92562	63.96	6.40	12.66	83.02
31398095002	487360024	684277	ZEPEDA, RAMON	13064	TETON CT	92555-2423	CASSADY ROBERT	2809 LAS FLORES AVE	RIVERSIDE	92503	191.77	19.18	37.97	248.90
90607535002	485144007	684277	DEANDA, ANNA	15281	THERESA AVE	92551-7689	NUNEZ JORGE F	15281 THERESA AVE	MORENO V	92551	255.29	25.53	50.55	331.36
97612165002	485142016	684277	BARON, ROBERT	15312	THERESA AVE	92551-3670	BARON ROBERT J	15312 THERESA AVE	MORENO V	92551	255.29	25.53	50.55	331.36
74832705000	485142017	684277	CORONA, JAZMINE (RENT)	15322	THERESA AVE	92551-3670	MEJIA JUAN I	15322 THERESA AVE	MORENO V	92551	255.40	25.54	50.57	331.50
81400535003	485142018	684277	RAMIREZ, AMELIA	15332	THERESA AVE	92551-3670	MENDOZA AMELIA RAMIREZ	15332 THERESA AVE	MORENO V	92551	255.29	25.53	50.55	331.36
96156235007	485144015	684277	GRAY, ALIKIA	15349	THERESA AVE	92551-3667	COLLINS LOUIS J	15349 THERESA AVE	MORENO V	92551	332.64	33.26	65.86	431.76
94775895007	485144016	684277	CHAVELAS, CESAR (RENT)	15357	THERESA AVE	92551-3667	MINA MAGID	342 5TH AVE NO 1	SAN FRAN	94118	144.01	14.40	28.51	186.92
73165265008	485174014	684277	BECERRA, VICKI (OWNR)	15436	THERESA AVE	92551-3648	BECERRA ROSEANN	15436 THERESA AVE	MORENO V	92551	80.07	8.01	15.85	103.92
77659355007	479100017	684277	GUERRA, YESENIA	13010	THISTLE BROOK DR	92553-4259	HERRERA EVA M	13010 THISTLE BROOK DR	MORENO V	92553	255.18	25.518	50.53	331.22
89784653006	479100024	684277	REYES, GABRIELA (RENT)	13096	THISTLE BROOK DR	92553-4259	ROJAS PEDRO	13095 THISTLE BROOK DR	MORENO V	92553	255.40	25.54	50.57	331.50
31345905003	479113018	684277	ROMERO, ARGENTINA	13142	THISTLE BROOK DR	92553-4298	DELACRUZ REINA	13142 THISTLE BROOK DR	MORENO V	92553	162.73	16.27	32.22	211.22
97102565000	479113017	684277	WILLIS, CORNEILA (RENT)	13154	THISTLE BROOK DR	92553-4298	BLUE KAHANA	5440 TRABUCO RD STE 200	IRVINE CA	92620	63.96	6.40	12.66	83.02
97348703000	479113015	684277	DAVALOS, JUAN	13178	THISTLE BROOK DR	92553-4298	DAVALOS JUAN	13178 THISTLE BROOK DR	MORENO V	92553	255.29	25.53	50.55	331.36
31382895008	479112007	684277	HOLLINS, HENRY (OWNR)	13211	THISTLE BROOK DR	92553-5407	HOLLINS HENRY EARL	13211 THISTLE BROOK DR	MORENO V	92553	255.29	25.53	50.55	331.36
31177055008	474542004	684277	MOORE, LINDA	24700	THORNBERRY CIR	92557-4135	MOORE ALFRED L	247 THORNBERRY CIR	MORENO V	92557	255.40	25.54	50.57	331.50
94249605004	474541050	684277	SCHUBOTHE, DON	24746	THORNBERRY CIR	92557-4137	SCHUBOTHE DON R	24746 THORNBERRY CIR	MORENO V	92557	255.40	25.54	50.57	331.50
99930953000	474541048	684277	PALOMAREZ, LOUISE (OWNR)	24766	THORNBERRY CIR	92557-4137	PALOMAREZ ROBERT	24766 THORNBERRY CIR	MORENO V	92557	255.40	25.54	50.57	331.50
80796705009	260312011	684277	CARTER, CELESTINE (OWNR)	10025	THORNBIRD CT	92557-2854	CARTER CELESTINE	10025 THORNBIRD CT	MORENO V	92557	155.40	15.54	30.77	201.70
80837235000	260312002	684277	MOSSETT, JOHN	10101	THORNBIRD CT	92557-2855	HUMPHREY RHONDA YVETTE	10101 THORNBIRD CT	MORENO V	92557	114.87	11.49	22.74	149.10
31224275002	260312001	684277	BROWN, STEPHANIE (RENT)	10107	THORNBIRD CT	92557-2855	PROLINE PRODUCTS INC	516 N DIAMOND BAR NO 188	DIAMOND	91765	90.40	9.04	17.90	117.32
95217815006	308362014	684277	PRYER, DOVIE (OWNR)	26362	THOROUGHBRED LN	92555-2926	PRYOR JAMES M	26362 THOROUGHBRED LN	MORENO V	92553	136.09	13.61	26.95	176.64
93686963002	308362008	684277	GUZMAN, MARCOS	26418	THOROUGHBRED LN	92555-2926	DEGUZMAN VIRGEN SERRANO	26418 THOROUGHBRED LN	MORENO V	92555	191.77	19.18	37.97	248.90
97196815000	308362007	684277	TORRES, KRISTIN	26428	THOROUGHBRED LN	92555-2928	TORRES ANDREW B	26428 THOROUGHBRED LN	MORENO V	92555	255.40	25.54	50.57	331.50
31574005007	308361004	684277	CASTANEDA, ERIC (RENT)	26445	THOROUGHBRED LN	92555-2929	CORSETTI JASON C	26445 THOROUGHBRED LN	MORENO V	92555	188.59	18.86	37.34	244.78
94281725002	308361005	684277	BARNES, GARY	26457	THOROUGHBRED LN	92555-2929	BARNES GARY A	26457 THOROUGHBRED LN	MORENO V	92555	332.64	33.26	65.86	431.76
95101715003	308361007	684277	PADILLA, EDGAR (OWNR)	26481	THOROUGHBRED LN	92555-2929	PADILLA EDGAR E	26481 THOROUGHBRED LN	MORENO V	92555	111.77	11.18	22.13	145.06
92905575009	260302006	684277	ROBLES, DAISY	10067	THRASHER CIR	92557-2817	ROBLES ARTHUR P	10067 THRASHER CIR	MORENO V	92557	191.29	19.13	37.88	248.28
68203845003	260302007	684277	HAIDUK, JOSEF	10068	THRASHER CIR	92557-2817	HAIDUK ANGELA K	10068 THRASHER CIR	MORENO V	92557	332.40	33.24	65.82	431.44
31139015007	291233039	684277	VERA, MARGARITA (RENT)	13546	THUNDERBIRD DR	92553-8650	EURO CHINA	24941 STONEGATE LN	LAGUNA N	92677	197.83	19.78	39.17	256.78
75616295002	291233035	684277	MCMURRAY, MARIE (OWNR)	13636	THUNDERBIRD DR	92553-8652	MCMURRAY MARIE P	13636 THUNDERBIRD DR	MORENO V	92553	255.40	25.54	50.57	331.50
61288945000	291233034	684277	CORTEZ, JOSE ANTONIO (OWNR)	13648	THUNDERBIRD DR	92553-8652	CORTEZ JOSE ANTONIO	13648 THUNDERBIRD DR	MORENO V	92553	195.03	19.50	38.62	253.14
31267705001	291224006	684277	ARELLANO, NOEL (OWNR)	13695	THUNDERBIRD DR	92553-8653	ARELLANO NOEL	13695 THUNDERBIRD DR	MORENO V	92553	54.55	5.455	10.80	70.8
31544415004	291233031	684277	CATELLANOS, LUIS	13696	THUNDERBIRD DR	92553-8652	CASTELLANOS LUIS	13696 THUNDERBIRD DR	MORENO V	92553	332.40	33.24	65.82	431.44
31131155004	484162012	684277	MARTINEZ, SAM	25812	THUNDERCLOUD CT	92553-4953	MARTINEZ SAMUEL	25812 THUNDERCLOUD CT	MORENO V	92553	27.59	2.76	5.46	35.80
92834205009	484162015	684277	RUIZ, JOSE LUIS AND MARIA	25835	THUNDERCLOUD CT	92553-4953	CASTILLO JOSE LUIS	25835 THUNDERCLOUD CT	MORENO V	92553	255.40	25.54	50.57	331.50
31062735000	484162009	684277	RUIZ, LUCIA	25848	THUNDERCLOUD CT	92553-4953	GALVAN JOSE N	25848 THUNDERCLOUD CT	MORENO V	92553	255.29	25.53	50.55	331.36
59038885005	484162007	684277	AHFOOK, SEOI (RENT)	25872	THUNDERCLOUD CT	92553-4953	MILLETT ROBERT	1827 SANTIAGO DR	NEWPORT	92660	55.40	5.54	10.97	71.90
49859495009	260241001	684277	CARROLL,ANTHONY	10087	THUNDERHEAD	92557-2819	CARROLL ANTHONY DERWIN	10087 THUNDERHEAD	MORENO V	92557	26.77	2.68	5.30	34.74
71023535005	296042029	684277	DOTY, BRIAN	13010	TIERRA CANYON DR	92553-5641	DOTY BRIAN KIRK	13010 TIERRA CANYON DR	MORENO V	92553	255.29	25.53	50.55	331.36
92112703005	296042027	684277	BANUELOS, MONICA	13038	TIERRA CANYON DR	92553-5641	PUGA JUAN C	13038 TIERRA CANYON DR	MORENO V	92553	155.40	15.54	30.77	201.7
94484675002	296041005	684277	FERDON, ROBERT	13053	TIERRA CANYON DR	92553-5642	FERDON ROBERT A	13053 TIERRA CANYON DR	MORENO V	92553	255.29	25.53	50.55	331.36
94772725000	296042020	684277	HARFORD, HEATHER (RENT)	13116	TIERRA CANYON DR	92553-5618	DIMATTEO MICHAEL	37086 HIGH RIDGE DR	BEAUMON	92223	25.86	2.59	5.12	33.56
90338075000	296053008	684277	MORALES, JOSE A (RENT)	13150	TIERRA CANYON DR	92553-5618	JACOBUS ANGELINA N	13150 TIERRA CANYON DR	MORENO V	92553	255.40	25.54	50.57	331.50
31264455000	296052049	684277	BROWN, ELEANOR (RENT)	13179	TIERRA CANYON DR	92553-5644	ORTEGA CUAUHTEMOC	13189 TIERRA CANYON DR	MORENO V	92553	255.40	25.54	50.57	331.50
96676205000	296052048	684277	ORTEGA, TEMO(OWNR)	13189	TIERRA CANYON DR	92553-5644	ORTEGA ORFA	13148 CREEKSIDE WAY	MORENO V	92555	255.40	25.54	50.57	331.50

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31145825004	482292006	684277	GARCIA, RAMON C (RENT)	24263	TIERRA DE ORO	92553-6223	MORENO PETRA	24263 TIERRA DE ORO	MORENO V	92553	97.90	9.79	19.38	127.06
73446715008	482292010	684277	LOPEZ, RAMON (RENT)	24317	TIERRA DE ORO	92553-3343	LOPEZ RAMON	24317 TIERRA DE ORO	MORENO V	92553	255.40	25.54	50.57	331.50
73979745002	482293013	684277	ROBINSON, PATRICIA	24324	TIERRA DE ORO	92553-3344	ROBINSON MICHAEL L	46274 MEADOW BROOK DR	KING CITY	93930	213.77	21.38	42.33	277.46
89984613001	482292009	684277	INMAN, LA DONNA	24333	TIERRA DE ORO	92553-3343	INMAN LADONNA	24333 TIERRA DE ORO	MORENO V	92553	91.85	9.19	18.19	119.22
95925535003	482293014	684277	GARIBAY, HECTOR (OWNR)	24338	TIERRA DE ORO	92553-3344	GARIBAY HECTOR	24338 TIERRA DE ORO	MORENO V	92553	255.40	25.54	50.57	331.50
31591915000	482292020	684277	CONTRERAS, LYDIA	24377	TIERRA DE ORO	92553-3343	CONTRERAS RICHARD	24377 TIERRA DE ORO	MORENO V	92553	255.29	25.53	50.55	331.36
88853393005	482292019	684277	GUPOU, FETONGI (OWNR)	24389	TIERRA DE ORO	92553-3343	HUA THO VINH	7959 NOBLE AVE	PANORAM	91402	255.40	25.54	50.57	331.50
57085565005	482322001	684277	VAZQUEZ, AMADO	24415	TIERRA DE ORO	92553-3345	VAZQUEZ AMADO	24415 TIERRA DE ORO	MORENO V	92553	75.29	7.53	14.91	97.72
57511405004	482322003	684277	TRAKAS, JERI	24443	TIERRA DE ORO	92553-3345	STIKELEATHER JERI K	24443 TIERRA DE ORO	MORENO V	92553	255.29	25.53	50.55	331.36
62175045007	482321007	684277	SHARMA, VIKAS	24486	TIERRA DE ORO	92553-3346	SHARMA VIKAS	24486 TIERRA DE ORO	MORENO V	92553	255.29	25.53	50.55	331.36
96721965004	264110019	684277	WILLETS, JODY	11480	TIFFANY LN	92557-4706	BAC HOME LOANS SERVICING	1800 TAPO CANYON SV2202	SIMI VALLE	93063	255.29	25.53	50.55	331.36
31245445002	485161021	684277	PERRY, JOEY (RENT)	15380	TIFFIN CT	92551-5123	HOFFMAN LESLIE J	15380 TIFFIN CT	MORENO V	92551	138.06	13.806	27.34	179.2
97865115007	485161019	684277	AHLEFELD, HOWARD AND CAROL	15395	TIFFIN CT	92551-5124	AHLEFELD CAROL A	15395 TIFFIN CT	MORENO V	92551	255.29	25.53	50.55	331.36
64696305005	485161018	684277	SANCHEZ, STEPHANIE (RENT)	15413	TIFFIN CT	92551-3616	SANCHEZ EDWARD R	15413 TIFFIN CT	MORENO V	92551	72.46	7.246	14.35	94.04
31294995004	485161015	684277	ROBLES, GABRIEL	15437	TIFFIN CT	92551-3616	ROBLES GABRIEL	15437 TIFFIN CT	MORENO V	92551	255.40	25.54	50.57	331.50
31552575003	485161026	684277	COCHNEUER, GLORIA (RENT)	15438	TIFFIN CT	92551-3616	MUNOZ MICHELLE	15438 TIFFIN CT	MORENO V	92551	84.23	8.423	16.68	109.32
52294395004	304500037	684277	MOSLEY, JOYCE	14684	TILDEN LN	92555-5715	MOSLEY JOYCE L	14684 TILDEN LN	MORENO V	92555	255.40	25.54	50.57	331.50
92797393008	260212031	684277	DANTZLER, RONNESHA (RENT)	23760	TIMBER BLUFF CT	92557-2940	DANTZLER RONNESHA	23760 TIMBER BLUFF CT	MORENO V	92557	191.29	19.13	37.88	248.28
54246645000	291503001	684277	YORK, ORA (RENT)	12314	TIMLICO CT	92557-6862	KUO CHEN YU	5039 CAMELLIA AVE	TEMPLE CI	91780	332.64	33.26	65.86	431.76
83440745003	479622037	684277	EATON, TYRAIN(RENT)	25792	TIMO ST	92553-0708	SLAVIN JOSEPH	2261 ASHFORD PL	EL DORAD	95762	255.18	25.518	50.53	331.22
65026385007	487381007	684277	HUNTIMER, JUDY	13016	TIOGA PASS CT	92555-2462	CLACK ROBERT D	31351 AVENIDA LOS CERRITOS	SAN JUAN	92675	255.29	25.53	50.55	331.36
96184835003	487381004	684277	SMITH, CHRISTINE	13056	TIOGA PASS CT	92555-2462	SMITH CHRISTINE	13056 TIOGA PASS CT	MORENO V	92555	255.29	25.53	50.55	331.36
83701415007	304391015	684277	CLAYTON, EDWARD (RENT)	14985	TITANIUM CIR	92555-6345	OREILLY BRYON	14985 TITANIUM CIR	MORENO V	92555	267.81	26.78	53.03	347.60
97126575007	291538019	684277	VITELA, YVETTE (RENT)	12829	TIVERTON CT	92553-1878	CARRILLO ISRAEL F	12675 WILLOWBROOK LN	MORENO V	92555	268.06	26.81	53.08	347.94
92224525006	291538020	684277	TATE, KEVIN	12839	TIVERTON CT	92553-1878	TATE KEVIN	12839 TIVERTON CT	MORENO V	92553	255.29	25.53	50.55	331.36
59335065007	482492039	684277	WASHINGTON, DIANNE AND GLOI	14217	TOBY CT	92553-6767	WASHINGTON GLORIA D	14217 TOBY CT	MORENO V	92553	128.14	12.81	25.37	166.32
31071465007	482492049	684277	LEON, GUADALUPE	14218	TOBY CT	92553-6762	LEON GUADALUPE	14218 TOBY CT	MORENO V	92553	63.96	6.40	12.66	83.02
70380215007	482492050	684277	BERNAL, MACARIO (OWNR)	14232	TOBY CT	92553-6762	BERNAL MACARIO	14232 TOBY CT	MORENO V	92553	191.77	19.18	37.97	248.90
87610635000	479342002	684277	MARROQUIN, EDGAR (RENT)	25240	TODD DR	92553-4160	YANEZ SILVIA	25240 TODD DR	MORENO V	92553	255.40	25.54	50.57	331.50
94731155005	479060037	684277	SILVA, ROSA (RENT)	25322	TODD DR	92553-2335	BAUTISTA ABEL	25322 TODD DR	MORENO V	92553	111.65	11.17	22.11	144.92
94951675000	479060036	684277	MASSO, CAROLINA (RENT)	25336	TODD DR	92553-2335	RODRIGUEZ HECTOR M	1911 W 156TH ST NO 11	COMPTON	90220	123.50	12.35	24.45	160.30
87730955008	479062005	684277	PEREZ, ELEAZAR	25353	TODD DR	92553-4161	PENA SILVIA	25353 TODD DR	MORENO V	92553	255.40	25.54	50.57	331.50
31636995006	479060033	684277	MILLER, PAMELA	25378	TODD DR	92553-2335	MILLER PAMELA	25378 TODD DR	MORENO V	92553	255.29	25.53	50.55	331.36
77602055000	479060032	684277	SALAZAR, JAVIER (RENT)	25392	TODD DR	92553-2335	SALAZAR JAVIER	25392 TODD DR	MORENO V	92553	169.30	16.93	33.52	219.74
31227105001	479060017	684277	MALDONADO, ANGEL	25450	TODD DR	92553-4163	QUEZADA RICARDO	25450 TODD DR	MORENO V	92553	255.29	25.53	50.55	331.36
31097685006	304441014	684277	COOK, MICHAEL	14856	TOLEDO CT	92555	COOK MICHAEL	14856 TOLEDO CT	MORENO V	92555	192.41	19.24	38.10	249.74
31645255002	304441015	684277	WILLIAMS III, ALFRED T	14866	TOLEDO CT	92555-7312	SINCLAIR STEPHANIE S	14866 TOLEDO CT	MORENO V	92555	255.29	25.53	50.55	331.36
65049795003	260113010	684277	BONILLA, JOSE	23625	TONADA LN	92557-3966	CASTILLO INGRID V	23625 TONADA LN	MORENO V	92557	255.40	25.54	50.57	331.50
91259185004	260125004	684277	GARRETT, JAMES	23641	TONADA LN	92557-3966	GARRETT MARC S	23641 TONADA LN	MORENO V	92557	255.29	25.53	50.55	331.36
96401235007	260126024	684277	BARNES, TONY AND ROSIE	23642	TONADA LN	92557-3965	BARNES TONY L	23642 TONADA LN	MORENO V	92557	48.92	4.89	9.69	63.48
31644365002	260125003	684277	SLATER, VALERIE	23645	TONADA LN	92557-3966	SLATER VALORIE D	23645 TONADA LN	MORENO V	92557	91.55	9.155	18.13	118.82
31296695006	312061022	684277	WASHINGTON, SHELIA (RENT)	25611	TONADILLA CIR	92551-1608	GEORGE MATTHEW B	25611 TONADILLA CIR	MORENO V	92551	138.02	13.802	27.33	179.14
97052335006	291373024	684277	LARIOS-DE CARDENAS, EVA	13043	TONIKAN DR	92553-7812	LOPEZ JESUS SILVA	13043 TONIKAN DR	MORENO V	92553	91.66	9.17	18.15	118.96
31510635009	291373026	684277	EREDIA, ISAAC	13055	TONIKAN DR	92553-7812	HEREDIA KIMBERLY	13055 TONIKAN DR	MORENO V	92553	255.29	25.53	50.55	331.36
31370205008	291373028	684277	SIMS, CYNTHIA (RENT)	13075	TONIKAN DR	92553-7812	YASEY MELAD	13975 TONIKAN DR	MORENO V	92553	164.35	16.44	32.54	213.32
94971243009	291374015	684277	NAPER, HYCANITH	13076	TONIKAN DR	92553-7805	NAPER HYACINTH D	13076 TONIKAN DR	MORENO V	92553	255.29	25.53	50.55	331.36
97564073004	291374014	684277	BROOKS, LORETTA (RENT)	13082	TONIKAN DR	92553-7805	POWELL GEORGE	3689 MORNING GLORY DR	RIALTO CA	92377	255.29	25.53	50.55	331.36
92267985008	291374013	684277	GONZELEZ, JOSE	13088	TONIKAN DR	92553-7805	GONZALEZ JOSE	13088 TONIKAN DR	MORENO V	92553	324.16	32.42	64.18	420.74
94899025008	291374008	684277	GRAHAM,OLIVIA	13126	TONIKAN DR	92553-7817	TAY MING LEE	13126 TONIKAN DR	MORENO V	92553	334.24	33.42	66.18	433.84
92488373008	291373038	684277	KRISEL, JULIA (OWNR)	13145	TONIKAN DR	92553-7818	KRISEL JULIA MARATEA	13145 TONIKAN DR	MORENO V	92553	249.96	25.00	49.49	324.44
98298285014	291374004	684277	RUIZ, MARIA (OWNR)	13154	TONIKAN DR	92553-7817	RUIZ JOSE	13154 TONIKAN DR	MORENO V	92553	21.04	2.10	4.17	27.30
91838135006	291374002	684277	EDWARDS, KIMBERLY	13168	TONIKAN DR	92553-7817	CHEN CHENG LIANG	13168 TONIKAN DR	MORENO V	92553	255.40	25.54	50.57	331.50
31447205004	487231002	684277	MOORE, MELINOR	12653	TORREY PINES RD	92555-3512	KAO WEI CHENG	12653 TORREY PINE RD	MORENO V	92555	52.80	5.28	10.45	68.52
92994385003	264203003	684277	WILLIAMS, JUANITA (RENT)	23346	TOUCAN PL	92557-5413	MASBRATA RUDI	9121 YOUNGDALE ST	SAN GABR	91775	255.40	25.54	50.57	331.50
88854455000	264203005	684277	SANCHEZ, LORA	23374	TOUCAN PL	92557-5413	SANCHEZ CLEMENTE C	23374 TOUCAN PL	MORENO V	92557	332.40	33.24	65.82	431.44
31385685005	304172008	684277	HALL, CHARMAYNE	15665	TOURAINE CT	92555-4930	WARD CHARMAYNE D	15665 TOURAINE CT	MORENO V	92555	255.40	25.54	50.57	331.50
31525475000	304172007	684277	OLIVER, BOBBY	15675	TOURAINE CT	92555-4930	OLIVER BOBBY J	15675 TOURAINE CT	MORENO V	92555	255.29	25.53	50.55	331.36
52002985007	256212004	684277	ALSHISH, RUDIMA	21318	TOWNSENDIA AVE	92557-8632	ALSHWISH RUDINA K	21318 TOWNSENDIA AVE	MORENO V	92557	332.40	33.24	65.82	431.44
86993935008	256212003	684277	FAY, TESSA (RENT)	21330	TOWNSENDIA AVE	92557-8632	LY COLLIN	19002 STEWART CT	ROWLAND	91748	55.40	5.54	10.97	71.90
93844495006	256193001	684277	JOHNSON, WILBERT AND DANNIE	21389	TOWNSENDIA AVE	92557-8633	JOHNSON WILBERT	21389 TOWNSENDIA AVE	MORENO V	92557	255.40	25.54	50.57	331.50
31355145002	256192004	684277	KING, WILLIE MAE	21475	TOWNSENDIA AVE	92557-8636	PHAM TUYET LE	1 LA SIERRA DR	POMONA	91766	255.40	25.54	50.57	331.50
1.00744E+11	486541006	684277	BE, TINO	14369	TRADEWINDS PL	92555-5761	RODRIGUEZ DANIEL	14383 TRADEWINDS PL	MORENO V	92555	63.96	6.40	12.66	83.02
96618235006	486552034	684277	MAGEE, LINZIE (OWNR)	14406	TRADEWINDS PL	92555-5761	MAGEE LINZIE	14406 TRADEWINDS PL	MORENO V	92555	147.01	14.70	29.11	190.80
31241175007	486552032	684277	SANTEE, VERONICA	14434	TRADEWINDS PL	92555-5761	ALLEN GWENDOLYN A	14434 TRADEWINDS PL	MORENO V	92555	255.29	25.53	50.55	331.36
31074465001	482341014	684277	ROSALES, ALAN (RENT)	14312	TRAVERS CT	92553-2401	ROSALES MARIA	14312 TRAVERS CT	MORENO V	92553	155.40	15.54	30.77	201.70

31398575007	482341021	684277	MOLINAR, ALFREDO (RENT)	14323	TRAVERS CT	92553-2400	COLFIN AI CA 4	2450 BROADWAY Fl. 6	SANTA MC	90404	128.14	12.81	25.37	166.32
31579845000	482481004	684277	ERWIN, DENNIS	14083	TRAVERS DR	92553-6764	ERWIN DENNIS F	14083 TRAVERS DR	MORENO V	92553	361.31	36.13	71.54	468.98
31325973007	482481001	684277	GREENE, SHAUNDA	14121	TRAVERS DR	92553-6735	GREENE SHAUNDA M	14121 TRAVERS DR	MORENO V	92553	255.97	25.60	50.68	332.24
31224005009	482491007	684277	MC DOWELL, WILLIAM	14161	TRAVERS DR	92553-6735	MCDOWELL WILLIAM K	14161 TRAVERS DR	MORENO V	92553	255.29	25.53	50.55	331.36
31108585002	482492005	684277	SOSA, RAMIRO	14188	TRAVERS DR	92553-6736	ALVARDIN RAMIRO SOSA	14188 TRAVERS DR	MORENO V	92553	332.40	33.24	65.82	431.44
31391905007	482492003	684277	PATRICK, CHANEL (RENT)	14216	TRAVERS DR	92553-6766	GOODMAN GREGORY L	14216 TRAVERS DR	MORENO V	92553	255.40	25.54	50.57	331.50
75109525000	482491001	684277	ANDREWS, DERALD	14245	TRAVERS DR	92553-6763	JOHNSON LORNA ANDREWS	14245 TRAVERS DR	MORENO V	92553	51.52	5.15	10.20	66.86
31124105000	475210026	684277	RUELAS, ROBERTO	24569	TREASURE DR	92557-5644	WILLIAMS ROY L	2880 MOULTON TER	RIVERSIDE	92503	145.58	14.56	28.82	188.96
99677353003	260352002	684277	CASTELLANOS, PERLA	10319	TRIBUTARY DR	92557-2651	MEJIA PERLA	10319 TRIBUTARY DR	MORENO V	92557	255.40	25.54	50.57	331.50
31406525003	260352006	684277	ORTIZ, ROLAND	10351	TRIBUTARY DR	92557-2651	ORTIZ ROLAND E	10351 TRIBUTARY DR	MORENO V	92557	255.29	25.53	50.55	331.36
71295365004	316141023	684277	CERRILLOS, OMAR AND ELVIA (OW	16795	TRINITY BAY CT	92551-7478	CERRILLOS OMAR A	16795 TRINITY BAY CT	MORENO V	92551	255.40	25.54	50.57	331.50
69360745001	316141016	684277	CARRUITERO, GINO A	16855	TRINITY BAY CT	92551-7480	CARRUITERO KARLA I	16855 TRINITY BAY CT	MORENO V	92551	195.29	19.53	38.67	253.48
31208775000	478381016	684277	SALAZAR, VINCENT	13288	TRIPLE CROWN CT	92555-8408	SALAZAR VINCENT	1750 CALIFORNIA NO 106	CORONA (	92881	251.21	25.12	49.74	326.06
80379445009	478381015	684277	MEDINA, JOSE	13308	TRIPLE CROWN CT	92555-8409	MEDINA JOSE MANUEL	13308 TRIPLE CROWN CT	MORENO V	92555	255.29	25.53	50.55	331.36
92221855002	478381014	684277	GARCIA, SAMUEL	13328	TRIPLE CROWN CT	92555-8409	VILLELA LUZ ANGELICA PAD	13328 TRIPLE CROWN CT	MORENO V	92555	255.29	25.53	50.55	331.36
72926365003	478381020	684277	ROSS, LASHONDA	13343	TRIPLE CROWN CT	92555-8409	ROSS STEVE	13343 TRIPLE CROWN CT	MORENO V	92555	255.18	25.518	50.53	331.22
31624585008	478381012	684277	AGUSTIN, EFREN (OWNR)	13368	TRIPLE CROWN CT	92555-8409	AGUSTIN EFREN	13368 TRIPLE CROWN CT	MORENO V	92555	183.21	18.32	36.28	237.80
72589175009	478381011	684277	JUAREZ, MIRIAM	13388	TRIPLE CROWN CT	92555-8409	ARELLANO BAUDELIO	13388 TRIPLE CROWN CT	MORENO V	92555	255.40	25.54	50.57	331.50
94259335000	478340011	684277	CRUZ, JADE (OWNR)	28207	TRISTAN DR	92555-6134	FUGRAD SALVADOR C	28267 TRISTAN DR	MORENO V	92555	246.38	24.64	48.78	319.80
90651175005	475111014	684277	ESPINOZA, KIMBERLY (RENT)	11456	TRIUMPH LN	92557-5543	ROOSTAI SHAHEEN	33568 TERRIE WAY	YUCAIPA (	92399	204.54	20.45	40.50	265.48
97189765005	475111024	684277	LONG, MARY (RENT)	11457	TRIUMPH LN	92557-5543	KABBINAVAR FAIROOZ F	5844 WOODLAKE AVE	WOODLAN	91367	45.77	4.577	9.06	59.4
31126055005	475182001	684277	CHAVEZ, GRACE	11508	TRIUMPH LN	92557-5520	ORTIZ CARLOS	11508 TRIUMPH LN	MORENO V	92557	255.40	25.54	50.57	331.50
94128685003	475182004	684277	ANDERSON, KAREN	11546	TRIUMPH LN	92557-5520	ANDERSON KENNETH R	11546 TRIUMPH LN	MORENO V	92557	191.66	19.17	37.95	248.76
31606745002	475182010	684277	O'NEIL, WILLIAM	11614	TRIUMPH LN	92557-5520	ONEIL WILLIAM H	11614 TRIUMPH LN	MORENO V	92557	255.29	25.53	50.55	331.36
96707365009	474291021	684277	CLARK, PAUL	11415	TROPIC CT	92557-5747	CLARK PAUL D	11415 TROPIC CT	MORENO V	92557	255.18	25.518	50.53	331.22
51592525005	479642009	684277	MARTINEZ, ERIK (RENT)	25645	TURMERIC WAY	92553-6845	WOODARD TARA	25645 TURMERIC WAY	MORENO V	92553	255.40	25.54	50.57	331.50
86153003004	304401008	684277	ALLEN, ANDREW	15583	TURNBERRY ST	92555-4952	ALLEN ANDREW	15583 TURNBERRY ST	MORENO V	92555	255.40	25.54	50.57	331.50
31427215004	304401010	684277	EKHAGUERE, COURAGE	15603	TURNBERRY ST	92555-4901	EKHAGUERE COURAGE	15603 TURNBERRY ST	MORENO V	92555	255.40	25.54	50.57	331.50
87952773006	304162001	684277	FAEDER, SETH NATHANIEL	15610	TURNBERRY ST	92555-4900	FAEDER SETH NATHANIEL	15610 TURNBERRY ST	MORENO V	92555	255.40	25.54	50.57	331.50
95868385006	304161016	684277	LILLY, BARBARA A	15615	TURNBERRY ST	92555-4901	LILLY BARBARA A	15615 TURNBERRY ST	MORENO V	92555	255.29	25.53	50.55	331.36
67375815006	304163002	684277	CARTER, FELIX	15660	TURNBERRY ST	92555-4902	CARTER FELIX	15660 TURNBERRY ST	MORENO V	92555	255.29	25.53	50.55	331.36
31381405003	304163003	684277	VIZCAINO, SILVERIO	15670	TURNBERRY ST	92555-4902	VIZCAINO SILVERIO	15670 TURNBERRY ST	MORENO V	92555	332.40	33.24	65.82	431.44
53786795004	304163004	684277	LOWE, RALPH	15680	TURNBERRY ST	92555-4902	LOWE RALPH	15680 TURNBERRY ST	MORENO V	92555	255.40	25.54	50.57	331.50
31454645008	304163005	684277	VERRETT, RICHARD J	15690	TURNBERRY ST	92555-4902	VERRETT RICHARD J	15690 TURNBERRY ST	MORENO V	92555	332.40	33.24	65.82	431.44
87254555003	304164007	684277	TENERELLI, NATHAN (OWNR)	15710	TURNBERRY ST	92555-4903	TENERELLI NATHAN	15710 TURNBERRY ST	MORENO V	92555	255.40	25.54	50.57	331.50
93705383002	304161002	684277	BAILEY, RHONDA	15759	TURNBERRY ST	92555-4904	BAILEY RHONDA	15759 TURNBERRY ST	MORENO V	92555	255.40	25.54	50.57	331.50
93705383007	304162003	684277	HOLLIE, CRYSTAL (RENT)	15630	TURNBERRY ST	92555-4900	BLACKMON LAWRENCE	#REF!	MORENO V	#REF!	130.50	13.05	25.84	169.38
97676075006	479663014	684277	JACKSON, MICHELLE (RENT)	25210	TURQUOISE LN	92557-7438	LOWDEN WILLIAM	25210 TURQUOISE LN	MORENO V	92557	55.40	5.54	10.97	71.90
96521325003	479663025	684277	NORMAN, SHANICKA (RENT)	25227	TURQUOISE LN	92557-7439	ATALLA MAGDY A	12963 GLENDA ST	CERRITOS	90703	255.18	25.518	50.53	331.22
31655455009	479663024	684277	ESPINOZA, MAYRA	25239	TURQUOISE LN	92557-7439	ESPINOZA MAYRA	25239 TURQUOISE LN	MORENO V	92557	332.40	33.24	65.82	431.44
48396115003	479663017	684277	VELASCO JR, ALBERTO	25246	TURQUOISE LN	92557-7438	VELASCO ALBERTO	25246 TURQUOISE LN	MORENO V	92557	255.40	25.54	50.57	331.50
90030455003	259371018	684277	PATTERSON, WILMA	22734	TURTLECREEK CT	92557-1809	PATTERSON WILMA E	22734 TURTLECREEK CT	MORENO V	92557	255.40	25.54	50.57	331.50
93758795005	291393024	684277	RANDLE, JANICE	12220	TURTON LN	92557-6921	RANDLE JANICE M	12220 TURTON LN	MORENO V	92557	255.29	25.53	50.55	331.36
31363475006	482471021	684277	PAGE, ROBERT	24512	TUSCARORA CIR	92553-5818	NOLLEY LA DONNA	24512 TUSCARORA CIR	MORENO V	92553	255.29	25.53	50.55	331.36
95822725002	482471020	684277	DELGADO, LOUIS	24518	TUSCARORA CIR	92553-5818	DELGADO LUIS	24518 TUSCARORA CIR	MORENO V	92553	255.18	25.518	50.53	331.22
31313055009	482471023	684277	TELLEZ, PAULA	24519	TUSCARORA CIR	92553-5818	TELLEZ JOAQUIN	24519 TUSCARORA CIR	MORENO V	92553	255.40	25.54	50.57	331.50
31075645001	482471019	684277	ROBINSON, CARLA (RENT)	24532	TUSCARORA CIR	92553-5818	FLORES IRIS Y	7540 ORCHARD ST NO 45	RIVERSIDE	92504	255.18	25.518	50.53	331.22
88773065004	482471025	684277	COVERT, CYNTHIA	24547	TUSCARORA CIR	92553-5818	JTH REAL ESTATE	360 E 1ST ST NO 297	TUSTIN CA	92780	27.40	2.74	5.43	35.56
31183675006	474730012	684277	GAINES, DAVID (OWNR)	11867	TUSCOLA ST	92557-6617	GAINES DAVID OLIVER	11867 TUSCOLA ST	MORENO V	92557	259.03	25.90	51.29	336.22
31376915006	474651042	684277	KING, CREASHA (RENT)	11940	TUSCOLA ST	92557-6635	FEDERAL NATL MORTGAGE ASSN	1800 TAPO CANYON SV2202	SIMI VALLE	93063	79.50	7.95	15.74	103.18
65858415007	479421033	684277	ALCARAZ, LEILANI	12347	TUSCOLA ST	92557-7606	CRANDELL TYSON L	12347 TUSCOLA ST	MORENO V	92557	66.78	6.68	13.22	86.68
77264825008	479422038	684277	GARCIA, SANTIAGO	12348	TUSCOLA ST	92557-7605	GARCIA SANTIAGO	12348 TUSCOLA ST	MORENO V	92557	332.16	33.216	65.77	431.14
95414965007	479421031	684277	HYDE, MARIA	12375	TUSCOLA ST	92557-7606	HYDE DAVID P	12375 TUSCOLA ST	MORENO V	92557	332.40	33.24	65.82	431.44
63767355004	479421028	684277	SALGADO, TASJA (RENT)	12407	TUSCOLA ST	92557-7607	NICKLAUS MICHAEL W	12407 TUSCOLA ST	MORENO V	92557	191.77	19.18	37.97	248.90
92326893001	479421027	684277	RAMIREZ, YOLANDA	12419	TUSCOLA ST	92557-7607	RAMIREZ JUAN	12419 TUSCOLA ST	MORENO V	92557	255.18	25.518	50.53	331.22
59808115003	487202006	684277	ESPINOZA, MARGIE	12590	TWIN BERRY DR	92555-2234	ESPINOZA JUAN M	12590 TWINBERRY DR	MORENO V	92555	255.40	25.54	50.57	331.50
71875065006	487200011	684277	RODRIGUEZ, EVELYN (RENT)	12603	TWIN BERRY DR	92555-2237	GONSALEZ RAMON	12603 TWINBERRY DR	MORENO V	92555	142.94	14.294	28.30	185.52
96290295001	487200006	684277	IBARRA, ROSALINA	12673	TWIN BERRY DR	92555-2237	IBARRA DANIEL	12673 TWINBERRY DR	MORENO V	92555	155.40	15.54	30.77	201.70
87013103008	487202012	684277	LUANPIJPONG, CHAJCHAWADEE	12674	TWIN BERRY DR	92555-2236	AMPAANPENROT WACHIRA	12674 TWINBERRY DR	MORENO V	92555	191.77	19.18	37.97	248.90
89590503009	308591007	684277	BALATBAT, RUDOLPH	15826	TWIN LAKES DR	92555-9107	BALATBAT RUDOLPH	15826 TWIN LAKES DR	MORENO V	92555	22.86	2.29	4.53	29.66
56472775002	308600001	684277	GUTIERREZ, CONSELUA (OWNR)	15838	TWIN LAKES DR	92555-9107	AGUILAR GUSTAVO	15838 TWIN LAKES DR	MORENO V	92555	239.22	23.92	47.37	310.50
85843665002	479573011	684277	SIMS, DARREN	13127	TWINFLOWER CT	92553-0821	SIMS DARREN	13127 TWINFLOWER CT	MORENO V	92553	255.18	25.518	50.53	331.22
31313615002	479573009	684277	MONTGOMERY, EMOGENE	13130	TWINFLOWER CT	92553-0820	MONTGOMERY BOBBY	13130 TWINFLOWER CT	MORENO V	92553	109.31	10.93	21.64	141.88
31503565008	479573008	684277	SUAREZ, MELENA	13144	TWINFLOWER CT	92553-0820	ELIZONDO ISRAEL	13144 TWINFLOWER CT	MORENO V	92553	282.64	28.26	55.96	366.86
87926193002	479573013	684277	CONCEPCION, ARLENE	13149	TWINFLOWER CT	92553-0821	GUILLORY NELSON W	13149 TWINFLOWER CT	MORENO V	92553	255.29	25.53	50.55	331.36

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91366263000	485053018	684277	MAISON, LYNN (RENT)	24409	TYANN CT	92551-3638	FAUST JERRY	17289 MARIPOSA AVE	RIVERSIDE	92504	98.56	9.86	19.51	127.92
66426695003	485053015	684277	MOTA, ALFRED (OWNR)	24439	TYANN CT	92551-3638	MOTA LYDIA MARISSA	24439 TYANN CT	MORENO V	92551	191.77	19.18	37.97	248.90
93813215000	485053005	684277	HULUM, BARRY (OWNR)	24450	TYANN CT	92551-3637	HOME EXPO FINANCIAL INC	P O BOX 9818	MORENO V	92552	233.67	23.37	46.27	303.3
98221555019	485053008	684277	LUNA, ADELA	24480	TYANN CT	92551-3637	LUNA GARY	7531 EXBURY PL	RANCHO C	91739	274.75	27.48	54.40	356.62
95606215006	256451022	684277	AGIUNAGA, CELENA	11479	TYLER RD	92557-8334	RUIZ LUIS A	19041 AMBER VALLEY DR	WALNUT (	91789	231.68	23.17	45.87	300.72
31465605002	256452010	684277	BARAJAS, ERIC	11488	TYLER RD	92557-8334	BARAJAS ERIC	11488 TYLER RD	MORENO V	92557	255.40	25.54	50.57	331.50
31321745008	256452013	684277	ROMERO, CORRINA	21373	TYLER RD	92557-8336	YANEZ ANDREA	21373 TYLER RD	MORENO V	92557	191.66	19.17	37.95	248.76
57084735003	308540001	684277	NYECHE, KIM (OWNR)	26130	UNBRIDLED CIR	92555-3390	NYECHE KIM	26130 UNBRIDLED CIR	MORENO V	92555	255.18	25.518	50.53	331.22
96815335007	308540003	684277	HERNANDEZ, ADAM	26158	UNBRIDLED CIR	92555-3390	PRICE DARNELL	26158 UNBRIDLED CIR	MORENO V	92555	255.29	25.53	50.55	331.36
1.01558E+11	308540004	684277	ABDELWAHAB, MOHAMAD (OWN	26172	UNBRIDLED CIR	92555-3390	ABDELWAHAB MOHAMED	26172 UNBRIDLED CIR	MORENO V	92555	22.04	2.20	4.36	28.60
94764145009	308540014	684277	ORDUNEZ, KAREN (OWNR)	26189	UNBRIDLED CIR	92555-3391	ORDUNEZ CARLOS	26189 UNBRIDLED CIR	MORENO V	92555	389.52	38.95	77.12	505.58
67820255008	308540006	684277	SCHELLER, SUSAN	26200	UNBRIDLED CIR	92555-3391	VIRAMONTES EDWARD	26200 UNBRIDLED CIR	MORENO V	92555	315.69	31.57	62.51	409.76
95290075008	308540013	684277	MANSKER, MITTIE	26203	UNBRIDLED CIR	92555-3391	CHEN JURONG	26203 UNBRIDLED CIR	MORENO V	92555	255.18	25.518	50.53	331.22
89836983005	308540007	684277	GRISSOM, CALVIN	26214	UNBRIDLED CIR	92555-3391	ROBIN KURTZ INC	9391 NEOLANI DR	HUNTINGT	92646	255.29	25.53	50.55	331.36
31538635000	308540008	684277	GARCIA, RICHARD (OWNR)	26217	UNBRIDLED CIR	92555-3391	ABDELWAHAB MOHAMED	26228 UNBRIDLED CIR	MORENO V	92555	255.40	25.54	50.57	331.50
95664305006	482561035	684277	GUERRERO, LYDIA	14395	UNITY CT	92553-2431	GUERRERO LYDIA	14395 UNITY CT	MORENO V	92553	255.18	25.518	50.53	331.22
96408213006	482562010	684277	SIORDIA, MARIA AND ERNESTO (R	14430	UNITY CT	92553-3578	DONAN GRISELDA	515 N EASTSIDE ST	SANTA AN	92701	255.18	25.518	50.53	331.22
92417413009	482562012	684277	ALDAPA, JOHNNY	14458	UNITY CT	92553-3578	ALDAPA JOHNNY	14458 UNITY CT	MORENO V	92553	255.29	25.53	50.55	331.36
69567905007	482333003	684277	SANCHEZ, MIRIAM	14557	UNITY CT	92553-9401	SANCHEZ MIRIAM	14557 UNITY CT	MORENO V	92553	255.40	25.54	50.57	331.50
31461315002	482333004	684277	GONZALEZ, CIPRIANO (OWNR)	14577	UNITY CT	92553-9401	GONZALEZ CIPRIANO	14577 UNITY CT	MORENO V	92553	183.77	18.38	36.39	238.52
91012825003	482690001	684277	LOERA, ARMANDO	14605	UNITY CT	92553-9403	LOERA CECILIA	14605 UNITY CT	MORENO V	92553	255.29	25.53	50.55	331.36
31263145008	482690024	684277	MELGOZA, ADELINA	14681	UNITY CT	92553-9422	MELGOZA ADELINA	14681 UNITY CT	MORENO V	92553	255.40	25.54	50.57	331.50
31429605008	482690026	684277	MACIAS, NORMA	14703	UNITY CT	92553-9440	MACIAS SERGIO ROGELIO	14703 UNITY CT	MORENO V	92553	259.10	25.91	51.30	336.3
31591825009	482690034	684277	BROWN, DARRYL W AND VALARIE	14717	UNITY CT	92553-9423	BROWN DARRYL WAYNE	14636 SALT RIVER WAY	MORENO V	92555	255.40	25.54	50.57	331.50
97106455004	481161028	684277	MARTINEZ, MIGUEL	12573	VAL VIEW ST	92553-3736	MARTINEZ MIGUEL	12573 VAL VIEW ST	MORENO V	92553	151.70	15.17	30.04	196.9
97968365006	481161026	684277	BROWN, DIANE	12609	VAL VIEW ST	92553-9301	BROWN JOHN ELLIOTT	12609 VAL VIEW ST	MORENO V	92553	255.29	25.53	50.55	331.36
94059945006	481171014	684277	HALL, LEAH (RENT)	12612	VAL VIEW ST	92553-9310	DEMEJIA IRMA DE ALBA	12612 VAL VIEW ST	MORENO V	92553	102.81	10.281	20.36	133.44
86500743001	475220007	684277	VARELA, LINDA	24810	VALECREST DR	92557-6403	VARELA LINDA K	24810 VALECREST DR	MORENO V	92557	255.29	25.53	50.55	331.36
53737805005	475221005	684277	HOGUE, MARIART	24845	VALECREST DR	92557-6404	SHORT HOSIE B	1653 W 126TH ST	LOS ANGEI	90047	255.40	25.54	50.57	331.50
31275665002	487073024	684277	BUTIU, ROEL	12313	VALERIE CT	92555-1865	BUTIU ROEL D	12313 VALERIE CT	MORENO V	92555	255.29	25.53	50.55	331.36
54854285006	487073026	684277	GOODALL, SABRINA	12333	VALERIE CT	92555-1865	BAILEY KATHERINE E	12333 VALERIE CT	MORENO V	92555	255.29	25.53	50.55	331.36
86420873004	473382004	684277	MONSON GORDON, JOYCELYN	11748	VALLE LINDO	92555-5324	GORDON JOYCELYN M	11748 VALLE LINDO	MORENO V	92555	298.67	29.87	59.14	387.66
31533315008	292045004	684277	VELASQUEZ, MARCELINO	12570	VALLEY MEADOWS DR	92553-5995	VELASQUEZ MARCELINO	12570 VALLEY MEADOWS DR	MORENO V	92553	255.29	25.53	50.55	331.36
88018545004	292045005	684277	GALAN, FRANCISCA	12584	VALLEY MEADOWS DR	92553-5995	GALAN GUSTAVO	12584 VALLEY MEADOWS DR	MORENO V	92553	71.66	7.17	14.19	93.00
86450195004	292044003	684277	RAMIREZ, ELADIO	12595	VALLEY MEADOWS DR	92553-5995	RAMIREZ ELADIO	12595 VALLEY MEADOWS DR	MORENO V	92553	180.94	18.09	35.83	234.86
96725795001	292054013	684277	REDWINE, KAREN	12650	VALLEY MEADOWS DR	92553-5996	REDWINE KAREN L	12650 VALLEY MEADOWS DR	MORENO V	92553	255.29	25.53	50.55	331.36
95530595008	292054011	684277	ADAMS, BRANY (RENT)	12674	VALLEY MEADOWS DR	92553-5996	TANG LARRY	24339 RIMFORD PL	DIAMOND	91765	255.40	25.54	50.57	331.50
31466145007	292053012	684277	GILLETTE, SUZANNE (RENT)	12679	VALLEY MEADOWS DR	92553-5969	SCHLOEGL DAVID W	6691 MIDNIGHT SUN DR	MAINEVILL	45039	191.77	19.18	37.97	248.90
95481065005	292084011	684277	CANALES, JUAN	12853	VALLEY SPRINGS DR	92553-2602	CANALES URBINA JUAN BAUTISTA ESTA	12853 VALLEY SPRINGS DR	MORENO V	92553	64.29	6.429	12.73	83.44
89968223006	292084010	684277	HORTON, CARMEN	12867	VALLEY SPRINGS DR	92553-2602	HORTON LARRY RAY	12867 VALLEY SPRINGS DR	MORENO V	92553	601.72	60.17	119.14	781.02
94844075003	292084001	684277	DE SANTIAGO, LUZ (OWNR)	12991	VALLEY SPRINGS DR	92553-5918	DESANTIAGO LUZ ELENA	12991 VALLEY SPRINGS DR	MORENO V	92553	52.78	5.278	10.45	68.5
84637625008	296041021	684277	JIMENEZ, RICARDO	13062	VALLEY SPRINGS DR	92553-5903	GARCIA OSCAR	13062 VALLEY SPRINGS DR	MORENO V	92553	255.29	25.53	50.55	331.36
58787495000	474142001	684277	KATCHADOORIAN, ROSE	25405	VALLEY VIEW LN	92557-6507	KATCHADOORIAN ROSE	25405 VALLEY VIEW LN	MORENO V	92557	229.78	22.98	45.50	298.24
62400285008	484102012	684277	HURST, FREDA	25274	VALLEYWOOD CT	92553-4416	MCCULLOUGH HURST ALFREDA	25274 VALLEYWOOD CT	MORENO V	92553	255.29	25.53	50.55	331.36
94313225008	484103001	684277	CAMARILLO, RAFAEL AND ANA	25369	VALLEYWOOD CT	92553-4417	QUINTERO RAFAEL CAMARILLO	25369 VALLEYWOOD CT	MORENO V	92553	155.18	15.518	30.73	201.42
31645365009	484102020	684277	BULL, GREGORY	25370	VALLEYWOOD CT	92553-4418	BULL GREGORY DON	25370 VALLEYWOOD CT	MORENO V	92553	255.29	25.53	50.55	331.36
31327225004	484265013	684277	DEISS, JUDY (OWNR)	14776	VAN GOGH AVE	92553-1520	FREEMAN JUDITH A	14776 VAN GOGH AVE	MORENO V	92553	41.66	4.17	8.25	54.06
31175955003	485071001	684277	ABBYS ADOLESCENT DEVEL CTR	24510	VANDENBERG DR	92551-4024	MENDOZA OSCAR	24510 VANDENBERG DR	MORENO V	92551	332.40	33.24	65.82	431.44
93679045001	485074010	684277	GOLDWINE, JOE (RENT)	24523	VANDENBERG DR	92551-4023	RIVERA LEE	6705 VICTORIA AVE	RIVERSIDE	92506	404.76	40.48	80.14	525.36
97420535003	485074007	684277	CISSELL, MICHAEL	24569	VANDENBERG DR	92551-4023	AHMED OMAR FAISAL	5533 PINE AVE	CHINO HIL	91709	184.52	18.45	36.53	239.50
92072535007	485071007	684277	BROWN, TAMALA (RENT)	24586	VANDENBERG DR	92551-4024	DIXON DONNA LAVERNE	24586 VANDENBERG DR	MORENO V	92551	332.64	33.26	65.86	431.76
94013845004	484253026	684277	GUTIERREZ, MARILOU	25172	VANESSA CT	92553-7178	MARCHELLO DONALD S	25172 VANESSA CT	MORENO V	92553	255.29	25.53	50.55	331.36
87477845000	487443008	684277	SRIDIS, CHANASUK (OWNR)	13358	VARSITY LN	92555-3710	SRIDIS CHANASUK CHUCK	13358 VARSITY LN	MORENO V	92555	191.65	19.17	37.95	248.76
48514235006	487442026	684277	EYESTONE, ANDREW (OWNR)	13415	VARSITY LN	92555-3707	EYESTONE ANDREW	13415 VARSITY LN	MORENO V	92555	255.40	25.54	50.57	331.50
96384905004	487443003	684277	ZAPATA, TINA	13428	VARSITY LN	92555-3708	ZAPATA NORMAN DE JESUS	13428 VARSITY LN	MORENO V	92555	97.65	9.77	19.33	126.74
96675345003	487442028	684277	ROSAS, FERNANDO LUIS (OWNR)	13443	VARSITY LN	92555-3707	CHARIS FINANCIAL	4553 W 116TH ST	HAWTHOR	90250	255.40	25.54	50.57	331.50
31525905000	304421019	684277	NEVELS, THOMAS	14550	VASCO WAY	92555-7305	VEGA SUMMER R	14560 VASCO WAY	MORENO V	92555	318.92	31.89	63.15	413.94
97720525008	304433003	684277	GOULD, EUNICE	14677	VASCO WAY	92555-7306	GOULD EUNICE MAE	14677 VASCO WAY	MORENO V	92555	191.77	19.18	37.97	248.90
94155565001	482641003	684277	LONG HEUY	13521	VELLANTO WAY	92553-3857	COMMERCIAL PACIFIC HOLDING INC	1379 PARK WESTERN NO 300	SAN PEDR	90732	128.14	12.81	25.37	166.32
49409175000	482641010	684277	WARD, SAMANTHA	13563	VELLANTO WAY	92553-3883	COOK TIFFANY ANN	11762 JAFFA WAY	MORENO V	92557	128.03	12.80	25.35	166.18
31637195002	482641015	684277	MENA, ESMIRNA	13593	VELLANTO WAY	92553-3883	MENA OSCAR A	13593 VELLANTO WAY	MORENO V	92553	155.29	15.53	30.75	201.56
94258195001	482641016	684277	MUIR, FRAN	13599	VELLANTO WAY	92553-3883	MUIR DOUGLAS	13599 VELLANTO WAY	MORENO V	92553	255.40	25.54	50.57	331.50
31218545008	482641018	684277	TATE, RETONYA	13613	VELLANTO WAY	92553-5301	POSADA FERNANDO	13613 VELLANTO WAY	MORENO V	92553	317.98	31.80	62.96	412.72
31495185007	482641021	684277	KILLEBREW, NATASHA (RENT)	13633	VELLANTO WAY	92553-5301	CHEN HSIU CHEN	206 AMBERWOOD DR	WALNUT (	91789	332.64	33.26	65.86	431.76
31198965003	482642042	684277	KNOX, DAVID	13650	VELLANTO WAY	92553-5304	KNOX DAVID R	13650 VELLANTO WAY	MORENO V	92553	255.29	25.53	50.55	331.36

66792995005	482653040	684277	SYLIVIA, PATRICIA	13674	VELLANTO WAY	92553-5304	SYLVIA DAVID W	13674 VELLANTO WAY	MORENO V	92553	255.18	25.518	50.53	331.22
96310705001	482651008	684277	TO, ROBERTA	13725	VELLANTO WAY	92553-3897	MARTINEZ MICHAEL	13725 VELLANTO WAY	MORENO V	92553	32.64	3.26	6.46	42.36
95493935008	482651009	684277	FIELDS, SIMON K	13733	VELLANTO WAY	92553-3897	FIELDS SIMON K	13733 VELLANTO WAY	MORENO V	92553	55.29	5.529	10.95	71.76
97041595004	479542008	684277	MACIAS, CARLOS (RENT)	12806	VELVETLEAF ST	92553-1226	TRAN HOA THIEN	8302 GUMWOOD CIR	WESTMINS	92683	128.14	12.81	25.37	166.32
31521495005	479542010	684277	SMITH, MAURITA	12822	VELVETLEAF ST	92553-4786	RODRIGUEZ MARIA T	12846 VELVETLEAF ST	MORENO V	92553	255.29	25.53	50.55	331.36
31074375000	479552001	684277	ROOTS-FAUK, LIZZIE	12838	VELVETLEAF ST	92553-4786	ROOTS FAULK LIZZIE BENITA	12838 VELVETLEAF ST	MORENO V	92553	255.29	25.53	50.55	331.36
89694483003	479552005	684277	AMOS, BRENDA (OWN)	12870	VELVETLEAF ST	92553-4786	AMOS JAMES T	12870 VELVETLEAF ST	MORENO V	92553	255.29	25.53	50.55	331.36
95317455009	479551003	684277	HALL, AARON	12877	VELVETLEAF ST	92553-4798	GANGOSO CHRISTINE LISA	12877 VELVETLEAF ST	MORENO V	92553	298.82	29.88	59.17	387.86
65817525000	479552006	684277	JACKSON, SWEET (RENT)	12878	VELVETLEAF ST	92553-4786	GTM RESIDENTIAL PROP	3452 E FOOTHILL STE 230	PASADENA	91107	207.56	20.76	41.10	269.4
31274465007	479552010	684277	HUIZAR, MIGUEL AND ANGEL	12910	VELVETLEAF ST	92553-4788	HUIZAR MIGUEL	12910 VELVETLEAF ST	MORENO V	92553	255.40	25.54	50.57	331.50
31471095007	479533023	684277	DREW, RODNEY	12941	VELVETLEAF ST	92553-4787	DREW DANA REBECCA	12941 VELVETLEAF ST	MORENO V	92553	284.20	28.42	56.27	368.88
67366295004	479534008	684277	PERRY, TAMIKO (RENT)	12942	VELVETLEAF ST	92553-4788	NUNEZ SAUL	12942 VELVETLEAF ST	MORENO V	92553	232.50	23.25	46.04	301.78
31371955008	479533018	684277	HUERTA, JESUS (RENT)	12981	VELVETLEAF ST	92553-4787	ESCUTIA OSCAR R	12981 VELVETLEAF ST	MORENO V	92553	90.40	9.04	17.90	117.32
31601445006	474643004	684277	CRUZ, MARIA ELENA (OWNR)	11826	VENETIAN DR	92557-6517	CRUZ MARIA ELENA	16270 VIA ULTIMO	MORENO V	92551	255.40	25.54	50.57	331.50
31425595008	474643008	684277	RANKINS, TROY	11850	VENETIAN DR	92557-6517	RANKINS TROY	11850 VENETIAN DR	MORENO V	92557	332.40	33.24	65.82	431.44
90614373001	474643011	684277	COATES-JARMAN, STEVEN	11868	VENETIAN DR	92557-6517	COATES JARMAN S P	11868 VENETIAN DR	MORENO V	92557	255.18	25.518	50.53	331.22
31195865000	474643012	684277	DELONE, RAYMOND	11874	VENETIAN DR	92557-6517	DELONE RAYMOND	11874 VENETIAN DR	MORENO V	92557	332.40	33.24	65.82	431.44
80285795004	474644005	684277	DIAZ, PATRICIA AND ENRIQUE	11932	VENETIAN DR	92557-6519	HERRERA ENRIQUE DIAZ	11932 VENETIAN DR	MORENO V	92557	255.40	25.54	50.57	331.50
52305755002	474393009	684277	FISH, GARRETT	11962	VENETIAN DR	92557-6519	TAFOLLA MICHAEL	11962 VENETIAN DR	MORENO V	92557	229.77	22.98	45.49	298.24
94919035002	474392009	684277	STRIETER, DAVID (RENT)	11981	VENETIAN DR	92557-6520	MEDINA ROBERTO	11981 VENETIAN DR	MORENO V	92557	83.46	8.346	16.53	108.32
75295965004	474392010	684277	MONTANO, KARLA	11981	VENETIAN DR	92557-6520	SOLANO KENNY	11987 VENETIAN DR	MORENO V	92557	174.17	17.42	34.49	226.06
69852035006	304172037	684277	SADLER, DENISE (RENT)	15707	VERSAILLES CT	92555-4933	TRAN JOHN	426 BELLA VISTA AVE	PASADENA	91107	45.92	4.59	9.09	59.60
31165275007	304172035	684277	MONGELLO, ANDREA	15716	VERSAILLES CT	92555-4933	MONGELLO GENNARO	15716 VERSAILLES CT	MORENO V	92555	28.23	2.82	5.59	36.64
31593435007	479603010	684277	DIAZ, KASY (RENT)	25626	VESPUCCI AVE	92557-7631	SIERRA O JUANA O	25626 VESPUCCI AVE	MORENO V	92557	255.40	25.54	50.57	331.50
94037455004	479602003	684277	ATLAS, JOEL	25631	VESPUCCI AVE	92557-7632	ATLAS JOEL	25631 VESPUCCI AVE	MORENO V	92557	191.66	19.17	37.95	248.76
89861603003	479603003	684277	POOLE, MELITA (RENT)	25700	VESPUCCI AVE	92557-7752	SARIAN RAFFI	25700 VESPUCCI AVE	MORENO V	92557	255.40	25.54	50.57	331.50
31429205002	312203004	684277	WESLEY, CHARLOTTE	16698	VIA ALEGRIA	92551-2124	THOMAS CLAUDE HENRY	16698 VIA ALEGRIA	MORENO V	92551	259.13	25.91	51.31	336.34
96002875008	312203006	684277	PHANNIX, MICHELLE	16722	VIA ALEGRIA	92551-2144	PHANNIX ALFRED R	16722 VIA ALEGRIA	MORENO V	92551	332.64	33.26	65.86	431.76
82182915006	312203007	684277	WILLIAMS, KANIYA (RENT)	16734	VIA ALEGRIA	92551-2144	SUN SIGE	40673 CEBU ST	TEMECULA	92591	314.66	31.47	62.30	408.42
56625985001	486121013	684277	SHEPPARD JR, ROBERT	15367	VIA ALICIA DR	92551-7088	SHEPPARD ELLEN K	15367 VIA ALICIA DR	MORENO V	92551	255.29	25.53	50.55	331.36
96744855009	486121012	684277	VILLELA, ROSA (RENT)	15379	VIA ALICIA DR	92551-7088	GRIFFIES BRIAN	15379 VIA ALICIA DR	MORENO V	92551	144.75	14.48	28.66	187.88
97054855002	260063009	684277	INIQUEZ, MARTIN	23347	VIA AMADOR	92557-2719	INIGUEZ MARTIN B	23347 VIA AMADOR	MORENO V	92557	109.40	10.94	21.66	142.00
90224615009	260063004	684277	SATTERWHITE, NANCY (OWNR)	23387	VIA AMADOR	92557-2719	SATTERWHITE NANCY R	23387 VIA AMADOR	MORENO V	92557	191.77	19.18	37.97	248.90
98228505015	260061029	684277	HERNANDEZ, RAUL (RENT)	10261	VIA APOLINA	92557-2703	GONZALEZ KARLA G	10261 VIA APOLINA	MORENO V	92557	195.40	19.54	38.69	253.62
98191535019	260061027	684277	ALFORD, WENDY (OWNR)	10277	VIA APOLINA	92557-2703	ALFORD WENDY	10277 VIA APOLINA	MORENO V	92557	28.03	2.80	5.55	36.38
31132605008	260061026	684277	MEJIA, JAVIER AND JESSICA (REN	10285	VIA APOLINA	92557-2703	ZHU WENYI	3261 SAWTELLE BLV NO 205	LOS ANGEL	90066	249.96	25.00	49.49	324.44
81919765003	260061025	684277	DANIELS, MICHELLE (RENT)	10293	VIA APOLINA	92557-2703	KAPUR HARISH	10293 VIA APOLINA	MORENO V	92557	159.36	15.94	31.55	206.84
56415405009	260063023	684277	JAMES, GLORIA	10350	VIA APOLINA	92557-2705	WQ INV CORP	15568 BROOKHURST NO 364	WESTMINS	92683	178.03	17.80	35.25	231.08
31250965002	260061019	684277	CASTANEDA, MARIA	10353	VIA APOLINA	92557-2712	ARELLANO ROQUE	10353 VIA APOLINA	MORENO V	92557	255.40	25.54	50.57	331.50
91073005007	260063024	684277	COLBERT, EBONY (RENT)	10360	VIA APOLINA	92557-2711	SABER REFAT	10360 VIA APOLINA	MORENO V	92557	263.43	26.34	52.16	341.92
97105405007	260061012	684277	RODRIGUEZ, JAMES (OWNR)	10409	VIA APOLINA	92557-2728	RODRIGUEZ JAMES	10409 VIA APOLINA	MORENO V	92557	168.89	16.889	33.44	219.2
57926805000	486121007	684277	THOMPSON, KIM (OWNR)	25571	VIA CARLOS CT	92551-7085	FEDERAL HOME LOAN MORTGAGE COR	888 E WALNUT ST	PASADENA	91101	332.64	33.26	65.86	431.76
31407715001	486122022	684277	VILLAVA, BERNADO	25605	VIA CARLOS CT	92551-7087	VILLALBA BERNARDO	25605 VIA CARLOS CT	MORENO V	92551	255.40	25.54	50.57	331.50
31076545000	486122016	684277	WILLIAMS, ANNTANEY (RENT)	25640	VIA CARLOS CT	92551-7086	REN YI	5100 ARDENAL AVE	TEMPLE CI	91780	65.56	6.56	12.98	85.08
31208005002	473383002	684277	EVANS, VIRGINIA	11722	VIA COLINA	92555-5326	EVANS VIRGINIA R	11722 VIA COLINA	MORENO V	92555	255.29	25.53	50.55	331.36
31371445006	304370008	684277	SPEARS, BELINDA	27727	VIA DE LA REAL	92555-5803	SPEARS BELINDA	27727 VIA DE LA REAL	MORENO V	92555	255.29	25.53	50.55	331.36
31370625000	304370012	684277	AUBRY, SHERRYL	27740	VIA DE LA REAL	92555-5802	AUBRY SHERRYL	27740 VIA DE LA REAL	MORENO V	92555	255.40	25.54	50.57	331.50
31405415008	304370054	684277	BIEDERMANN, STACEY	27817	VIA DE LA REAL	92555-5805	KIM EUN HEE	27817 VIA DE LA REAL	MORENO V	92555	255.29	25.53	50.55	331.36
96563685009	487121006	684277	MALLEY, JAMES	12369	VIA DE PALMAS	92555-1844	MALLEY JAMES A	12369 VIA DE PALMAS AVE	MORENO V	92555	205.29	20.53	40.65	266.46
31280505006	487121007	684277	ORTIZ, IRMA (OWNR)	12379	VIA DE PALMAS	92555-1844	ORTIZ CELIO	12379 VIA DE PALMAS AVE	MORENO V	92555	255.40	25.54	50.57	331.50
1.01183E+11	487121008	684277	KING, VERNITA	12399	VIA DE PALMAS	92555-1844	GOODWIN JACK	12399 VIA DE PALMAS AVE	MORENO V	92555	55.40	5.54	10.97	71.9
75099545009	259482006	684277	BROOKS, SHIRLEY	9966	VIA DEL NORTE	92557-3522	BROOKS SHIRLEY A	9966 VIA DEL NORTE	MORENO V	92557	255.29	25.53	50.55	331.36
31483695006	482293005	684277	MONTOLLANO, DORIAN (RENT)	24247	VIA DEL SOL	92553-6225	BRAYBOY DANNIE	24247 VIA DEL SOL	MORENO V	92553	110.36	11.04	21.85	143.24
95327225007	482294002	684277	VELEZ, VERONICA	24250	VIA DEL SOL	92553-6224	VELEZ RICARDO	24250 VIA DEL SOL	MORENO V	92553	255.29	25.53	50.55	331.36
97026785005	482293007	684277	GARCIA, MARTA	24331	VIA DEL SOL	92553-3347	GARCIA MARTIN	24331 VIA DEL SOL	MORENO V	92553	60.98	6.10	12.07	79.14
96769175009	482293016	684277	MENDOZA, BLANCA (OWNR)	24385	VIA DEL SOL	92553-3347	YANEZ DOLORES	1544 W WASHINGTON AVE	SANTA AN	92706	255.40	25.54	50.57	331.50
62717375006	482320001	684277	LEWIS, ART	24418	VIA DEL SOL	92553-3350	LEWIS ARTHUR L	24418 VIA DEL SOL	MORENO V	92553	68.46	6.85	13.56	88.86
62817305009	482321012	684277	MARQUES, ANGEL AND SANDRA (	24445	VIA DEL SOL	92553-3349	GRANADOS MANUEL	8832 SAPPHIRE AVE	WESTMINS	92683	187.40	18.74	37.11	243.24
80815695009	482321009	684277	MOORE, ALICE AESTEL	24475	VIA DEL SOL	92553-3349	OROZCO GERARDO M	24475 VIA DEL SOL	MORENO V	92553	255.29	25.53	50.55	331.36
95371075006	312351026	684277	WILKERSON, SHINIKE	25941	VIA ELEGANTE	92551-6366	NGUYEN EMPIRE INV	7233 CANYON GLEN CT	SAN DIEGO	92129	21.61	2.16	4.28	28.04
31399415003	312351035	684277	ACEIEUNO, SONIA	25946	VIA ELEGANTE	92551-6366	DO DUC	25946 VIA ELEGANTE	MORENO V	92551	255.18	25.518	50.53	331.22
31287075001	312351034	684277	RIVERA, SALVADOR	25954	VIA ELEGANTE	92551-6366	RIVERA SALVADOR M	25954 VIA ELEGANTE	MORENO V	92551	255.29	25.53	50.55	331.36
31355695006	312351028	684277	HERNANDEZ, IRMA (OWNR)	25957	VIA ELEGANTE	92551-6366	HERNANDEZ IRMA I	25957 VIA ELEGANTE	MORENO V	92551	255.40	25.54	50.57	331.50
71164195008	312233010	684277	GUEVARA, MARILU	25764	VIA HAMACA AVE	92551-2175	GUEVARA MARTIN	25764 VIA HAMACA AVE	MORENO V	92551	332.40	33.24	65.82	431.44
1.0008E+11	312233021	684277	MASON, CHARLIE	25790	VIA HAMACA AVE	92551-2174	MASON CHARLIE	25790 VIA HAMACA AVE	MORENO V	92551	255.18	25.518	50.53	331.22

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89538493000	312234013	684277	VEGA, CECILIA	25835	VIA HAMACA AVE	92551-2196	VEGA EDUARDO	25835 VIA HAMACA AVE	MORENO V	92551	255.40	25.54	50.57	331.50
58298125006	312233029	684277	MONTANO, GABE (OWNR)	25870	VIA HAMACA AVE	92551-2193	MONTANO GABRIEL A	25870 VIA HAMACA AVE	MORENO V	92551	135.29	13.53	26.79	175.60
65035385008	312234009	684277	JENKINS, JAEL (RENT)	25875	VIA HAMACA AVE	92551-2196	BROWN CAROLYN	25875 VIA HAMACA AVE	MORENO V	92551	89.02	8.902	17.63	115.54
88024305002	486452018	684277	HASSAN, MALIKA	16300	VIA IMPRESSO	92551-1618	HAREWOOD LEROY A	16300 VIA IMPRESSO	MORENO V	92551	255.29	25.53	50.55	331.36
31426885005	486452017	684277	GILMER, RENEE	16310	VIA IMPRESSO	92551-1618	BEECHER DANIEL J	16310 VIA IMPRESSO	MORENO V	92551	332.40	33.24	65.82	431.44
31237525002	486463004	684277	ROMERO, MARIA	16315	VIA IMPRESSO	92551-1617	CORTEZ HEYDEE GUZMAN	16315 VIA IMPRESSO	MORENO V	92555	255.29	25.53	50.55	331.36
73899555001	260450014	684277	TESORIERO, GABRIELA	10200	VIA INDIGO	92557-2745	TESORIERO SERGIO A	10200 VIA INDIGO	MORENO V	92557	91.77	9.18	18.17	119.10
31623515005	312242025	684277	REYES, GABINO	25785	VIA JACARA CT	92551-2153	REYES GABINO	25785 VIA JACARA CT	MORENO V	92551	28.03	2.80	5.55	36.38
97530265005	312242021	684277	PETERS, ELECIA	25820	VIA JACARA CT	92551-2103	PETERS ELECIA	25820 VIA JACARA CT	MORENO V	92551	255.18	25.518	50.53	331.22
75749005002	486464017	684277	LYNCH, TAMESHA	25691	VIA KANNELA	92551-2068	LYNCH TAMEESHA	25691 VIA KANNELA	MORENO V	92551	255.29	25.53	50.55	331.36
63896365009	486464013	684277	DE LA MADRID, RAY	25731	VIA KANNELA	92551-2000	GALINDO DOUGLAS LYNDON	25731 VIA KANNELA	MORENO V	92551	255.29	25.53	50.55	331.36
93429665000	486464010	684277	HAWKINS, KIM	25761	VIA KANNELA	92553-	LINCOLN HAWKINS KIM	25761 VIA KANNELA	MORENO V	92551	30.40	3.04	6.02	39.44
66454035004	308463006	684277	LIM, SOY (RENT)	15363	VIA LIDO	92555-4118	HIPPOZE BULK INV	1627 VIA ROMA CIR	CORONA (	92881	128.14	12.81	25.37	166.32
48716565007	308462013	684277	CREWSE, JASON	15366	VIA LIDO	92555-4118	FEDERAL HOME LOAN MORTGAGE COR	15366 VIA LIDO	MORENO V	92555	255.40	25.54	50.57	331.50
31645815005	486124004	684277	GUZMAN, LESLIE (OWNR)	15481	VIA LORCA DR	92551-7070	GUZMAN JUAN CARLOS	15481 VIA LORCA DR	MORENO V	92551	191.77	19.18	37.97	248.90
31206885001	312204007	684277	GLADNEY, KYMBERLY	16789	VIA LUNADO	92551-2185	GLADNEY VLAIR	16789 VIA LUNADO	MORENO V	92551	64.25	6.43	12.72	83.38
97107803009	312211005	684277	BROWN, DARRYL	16849	VIA LUNADO	92551-2189	BROWN DARRYL L	16849 VIA LUNADO	MORENO V	92551	255.40	25.54	50.57	331.50
48326625003	312212006	684277	ROSE, CLEATE	16850	VIA LUNADO	92551-2186	ROSE CLEATE E	16850 VIA LUNADO	MORENO V	92551	191.55	19.155	37.93	248.62
48327875008	312211007	684277	BROWN, SHEENA (OWNR)	16873	VIA LUNADO	92551-2189	BROWN SHEENA	16873 VIA LUNADO	MORENO V	92551	195.40	19.54	38.69	253.62
31465435008	308470021	684277	SMITH, SAMETRIA	15338	VIA MARAVILLA	92555-4115	TRAN MICHAEL	15338 VIA MARAVILLA	MORENO V	92555	266.43	26.64	52.75	345.82
31128105001	259470025	684277	HENRY, JUANITA	9770	VIA MONTARA	92557-3502	BLUNT GEORGE E	9770 VIA MONTARA	MORENO V	92557	171.57	17.16	33.97	222.68
31357025003	259470030	684277	COFFEEN, DEBRA	9840	VIA MONTARA	92557-3504	COFFEEN DONALD S	9840 VIA MONTARA	MORENO V	92557	255.29	25.53	50.55	331.36
86586053004	259452005	684277	MOORE, MELVIN	9950	VIA MONTARA	92557-3510	MOORE MELVIN	9950 VIA MONTARA	MORENO V	92557	39.32	3.93	7.79	51.02
87872775006	260061002	684277	FARHA, ALEES	23355	VIA MONTEGO	92557-2724	FARHA ALEES	23355 VIA MONTEGO	MORENO V	92557	332.40	33.24	65.82	431.44
90241765001	260064007	684277	SIMON, DALE (OWNR)	23364	VIA MONTEGO	92557-2723	SIMON DALE SCOTT	23364 VIA MONTEGO	MORENO V	92557	191.77	19.18	37.97	248.90
55281025006	260063050	684277	KIRBY-WHITE, DIANE	23379	VIA MONTEGO	92557-2716	WHITE DIANE	23571 SUNNYMEAD RCH PKY	MORENO V	92557	197.95	19.80	39.19	256.92
31573925006	312201004	684277	OCHOA, RUBEN AND JOSEPHINA	16675	VIA PAMPLONA	92551-2178	SANTANA RUBEN OCHOA	16675 VIA PAMPLONA	MORENO V	92551	255.40	25.54	50.57	331.50
31574295006	260062016	684277	PATRICKO, CANDICE AND JOSEPH	10270	VIA PASTORAL	92557-2713	PATRICKO JOSEPH	10270 VIA PASTORAL	MORENO V	92557	128.03	12.80	25.35	166.18
81279945005	260063012	684277	JORDAN, VICKY (OWNR)	10333	VIA PASTORAL	92557-2714	JORDAN VICKY	10333 VIA PASTORAL	MORENO V	92557	241.62	24.16	47.84	313.62
53058345003	260061044	684277	HUNDLEY, DELONA	10218	VIA PAVON	92557-2706	MODE DE LONA	10218 VIA PAVON	MORENO V	92557	191.66	19.17	37.95	248.76
52932025007	260062003	684277	WALKER, TIMEA (RENT)	10247	VIA PAVON	92557-2707	CORDERO SANDRA	10816 ANEMORE CIR	MORENO V	92557	255.40	25.54	50.57	331.50
95842755003	260062006	684277	RECIO, MARTIN (RENT)	10277	VIA PAVON	92557-2707	DELATORRE ALBERT	10277 VIA PAVON	MORENO V	92557	162.62	16.262	32.20	211.08
97360795006	260062008	684277	ZAPATA, MARIA	10297	VIA PAVON	92557-2718	ZAPATA BERNARDO E	10297 VIA PAVON	MORENO V	92557	255.29	25.53	50.55	331.36
58808235009	260063002	684277	DE LOS SANTOS, MARIA	10300	VIA PAVON	92557-2708	ABAD CLARA STRAUSS	2613 HUNTINGTON LN NO A	REDONDO	90278	63.96	6.40	12.66	83.02
91180675009	260450006	684277	TAYLOR, DARYL (OWNR)	10030	VIA PESCADERO	92557-2746	TAYLOR DERYL	10030 VIA PESCADERO	MORENO V	92557	255.29	25.53	50.55	331.36
88947745002	312232009	684277	BASS, LATRICIA	25790	VIA QUINTO ST	92553-	BASS LATRICIA	25790 VIA QUINTO ST	MORENO V	92551	155.40	15.54	30.77	201.70
91725705005	308452011	684277	MCNEAL, RASHAWN	15333	VIA RIO	92555-4104	MCNEAL RASHAWN	15333 VIA RIO	MORENO V	92555	255.29	25.53	50.55	331.36
89619663002	308452012	684277	VRIJHOEF, MISTY (RENT)	15341	VIA RIO	92555-4104	YANG XI YONG	1452 ALLGEYER AVE	S EL MONT	91733	255.40	25.54	50.57	331.50
94213685003	308454021	684277	MORALES, PAMELA	15342	VIA RIO	92555-4104	MORALES LUIS G	15342 VIA RIO	MORENO V	92555	255.29	25.53	50.55	331.36
96144845005	308454016	684277	WILLIAMS, TATINIA (RENT)	15382	VIA RIO	92555-4105	WILLIAMS JAMAHL J	15382 VIA RIO	MORENO V	92555	339.83	33.98	67.29	441.08
96523665007	308451004	684277	ORTIZ, GRACIELA (OWNR)	15389	VIA RIO	92555-4105	VALENZUELA RICARDO	15389 VIA RIO	MORENO V	92555	255.40	25.54	50.57	331.50
96745405001	312232034	684277	FAGARANG, HANALEA	25795	VIA SALERNO CT	92551-2157	DEVEAU WALTER T	25795 VIA SALERNO CT	MORENO V	92551	255.18	25.518	50.53	331.22
84791295002	312232033	684277	WOODS-HAYDEN, JENEAN (OWNF	25805	VIA SALERNO CT	92551-2132	WOODS MALACHI	25805 VIA SALERNO CT	MORENO V	92551	332.40	33.24	65.82	431.44
31389875007	312232030	684277	GANT, STANLEY	25830	VIA SALERNO CT	92551-2132	GANT GARRY	25830 VIA SALERNO CT	MORENO V	92551	255.40	25.54	50.57	331.50
68360625007	260064011	684277	FREEMAN, KECIA	23347	VIA SAUSALITO	92557-2721	FREEMAN KECIA	23347 VIA SAUSALITO	MORENO V	92557	128.03	12.80	25.35	166.18
31346755002	304340014	684277	GARCIA, EDWARD (OWNR)	27683	VIA SOL ARRIVA	92555-5940	GARCIA EDWARD M	27683 VIA SOL ARRIVA	MORENO V	92555	60.40	6.04	11.96	78.38
56120895002	259520013	684277	PARKS, ADAM (RENT)	23424	VIA SOLANA	92557-3553	HUANG DAVID SIMPSON	2746 PLOVER CT	HAYWARD	94545	129.84	12.98	25.71	168.52
96287315003	259520018	684277	WALKER, WINFRED	23494	VIA SOLANA	92557-3554	SECRETARY HOUSING & URBAN DEV OF	12973 GOLDEN LANTERN DR	MORENO V	92555	255.40	25.54	50.57	331.50
93771075009	304531005	684277	SANDOVAL, MARIO (OWN)	27725	VIA SONATA	92555-5853	SANDOVAL MARIO	27725 LEGENDARY DR	MORENO V	92555	574.54	57.45	113.76	745.74
94766825001	304540016	684277	BANKS, ADRIAN	27895	VIA SONATA	92555-5854	BANKS AUGUST	27895 VIA SONATA	MORENO V	92555	255.40	25.54	50.57	331.50
94713375007	304540019	684277	LARSON, JAMES AND JOSIE	27925	VIA SONATA	92555-5855	LARSON JAMES	27925 VIA SONATA	MORENO V	92555	255.40	25.54	50.57	331.50
31053185004	312232022	684277	RODRIGUEZ, LARRY	25755	VIA TEJON AVE	92551-4123	RODRIGUEZ LARRY	25755 VIA TEJON AVE	MORENO V	92553	249.72	24.97	49.44	324.12
97865125005	312234026	684277	BOONE, TANYA	25826	VIA TEJON AVE	92551-4124	JOHNSON MUDIRAT	25826 VIA TEJON AVE	MORENO V	92551	255.18	25.518	50.53	331.22
85120545001	312232014	684277	GONZALEZ, ANDRES	25835	VIA TEJON AVE	92551-4116	GONZALEZ ANDRES	25835 VIA TEJON AVE	MORENO V	92551	255.29	25.53	50.55	331.36
31616245006	486470015	684277	PUL, CASSANDRA	16028	VIA ULTIMO	92551-1626	BARBER JOHNNA CULBERSON	16028 VIA ULTIMO	MORENO V	92551	255.18	25.518	50.53	331.22
89673433008	486470007	684277	WILSON, BRENDA	16092	VIA ULTIMO	92551-1619	WILSON LORENZA	16092 VIA ULTIMO	MORENO V	92551	332.40	33.24	65.82	431.44
90708675008	486470004	684277	RENWRICK, RICKEY (OWNR)	16116	VIA ULTIMO	92551-1619	RENWRICK RICKEY DESHUN	13105 PAN AM BLV	MORENO V	92553	255.40	25.54	50.57	331.50
60235875006	486471035	684277	DO, KHANH (OWNR)	16127	VIA ULTIMO	92551-1625	DO KHANH THI	11705 STEEPLECHASE DR	MORENO V	92555	252.23	25.22	49.94	327.38
31218055000	486470001	684277	FOWLER, MELISSA	16140	VIA ULTIMO	92551-1619	FOWLER AUTREY L	37525 HIGH RIDGE DR	BEAUMON	92223	255.40	25.54	50.57	331.50
31274825002	486443004	684277	HEUN, JOSEPH	16180	VIA ULTIMO	92551-1600	HEUN JOSEPH H	16180 VIA ULTIMO	MORENO V	92551	255.29	25.53	50.55	331.36
87999283000	486442039	684277	UTZ, DAWN (RENT)	16185	VIA ULTIMO	92551-1601	THOMPSON MICHAEL	16185 VIA ULTIMO	MORENO V	92551	128.14	12.81	25.37	166.32
95489575001	486443008	684277	WRIGHT, NATASHA	16220	VIA ULTIMO	92551	GUZMAN BRANDI V	16220 VIA ULTIMO	MORENO V	92551	255.29	25.53	50.55	331.36
90882613004	486442035	684277	JOHNSON, SHARONA	16225	VIA ULTIMO	92551-1602	JOHNSON MICHAEL E	16225 VIA ULTIMO	MORENO V	92551	285.29	28.53	56.49	370.30
96859585002	486443012	684277	CARDONAS, CECILA(RENT)	16260	VIA ULTIMO	92551-1603	ARZATE BENJAMIN VERDUZCO	1347 S VINE PL	ONTARIO	91762	255.40	25.54	50.57	331.50
53947185000	486455002	684277	LOWE, TORIANO (RENT)	16310	VIA ULTIMO	92551-1613	MCKENNA GERALD	67475 MONTEREY RD	DSRT HOT	92240	214.08	21.41	42.39	277.86

92674355007	486453011	684277	GREEN, LATANYA (RENT)	16315	VIA ULTIMO	92551-1614	KING WILLIAM CRAIG	16315 VIA ULTIMO	MORENO V	92551	124.52	12.45	24.65	161.62
31617325007	486455003	684277	HASAN, ALI	16320	VIA ULTIMO	92551-1613	HASAN ALI	16320 VIA ULTIMO	MORENO V	92551	255.40	25.54	50.57	331.50
95565343007	482373001	684277	ABARCA, ANTONIO	24119	VIA VARGAS DR	92553-3351	ABARCA ANTONIO	24119 VIA VARGAS DR	MORENO V	92553	255.29	25.53	50.55	331.36
31082015009	482372044	684277	MEJORADO, JUAN	24146	VIA VARGAS DR	92553-3352	MEJORADO JUAN	24146 VIA VARGAS DR	MORENO V	92553	255.29	25.53	50.55	331.36
31213745007	482372047	684277	SANTOS, SEVILLA	24184	VIA VARGAS DR	92553-3352	SANTOS EDMAR S	24184 VIA VARGAS DR	MORENO V	92553	284.20	28.42	56.27	368.88
31115735006	482373007	684277	TAFOYA, MARIA GUADALUPE	24191	VIA VARGAS DR	92553-3351	MARTINEZ MICHAEL	24191 VIA VARGAS DR	MORENO V	92553	255.40	25.54	50.57	331.50
54636435006	482373008	684277	HANSEN, GLORIA LEON	24203	VIA VARGAS DR	92553-6205	LEON ALBERT P	24203 VIA VARGAS DR	MORENO V	92553	255.29	25.53	50.55	331.36
31273285007	482372051	684277	GOMEZ, SALINDA (OWNR)	24236	VIA VARGAS DR	92553-6230	SUN RUDOLPH F	27710 DURANT ST	SUN CITY	92585	255.40	25.54	50.57	331.50
31162455006	482372052	684277	BOSIO, JUAN	24240	VIA VARGAS DR	92553-6230	BOSIO JUAN C	24240 VIA VARGAS DR	MORENO V	92553	255.29	25.53	50.55	331.36
31528475004	482536009	684277	FUERTE, CONSUELO (RENT)	24290	VIA VARGAS DR	92553-6231	FUERTE ERIC	2315 WESTRIDGE AVE NO F03	TACOMA	98466	155.40	15.54	30.77	201.70
84957365004	482536008	684277	GARCIA, ANTONIO	24298	VIA VARGAS DR	92553-6231	GARCIA CARMEN	24298 VIA VARGAS DR	MORENO V	92553	255.29	25.53	50.55	331.36
91889053005	482535002	684277	WILLIAMS, JOYCE	24321	VIA VARGAS DR	92553-3353	WILLIAMS EDMOND B	24321 VIA VARGAS DR	MORENO V	92553	255.29	25.53	50.55	331.36
31187305005	482536006	684277	SALCEDO, SALVADOR AND SONIA	24326	VIA VARGAS DR	92553-3354	SALCEDO SALVADOR	24326 VIA VARGAS DR	MORENO V	92553	255.40	25.54	50.57	331.50
71388245003	482535001	684277	HORSTKOTTE, CARL	24331	VIA VARGAS DR	92553-3353	HORSTKOTTE CARL	24331 VIA VARGAS DR	MORENO V	92553	332.40	33.24	65.82	431.44
96993025007	482536004	684277	GOMEZ, LUISA (OWNR)	24348	VIA VARGAS DR	92553-3354	GOMEZ LUISA E	24348 VIA VARGAS DR	MORENO V	92553	48.03	4.80	9.51	62.34
91416935003	482536001	684277	NUNEZ, DAVID	24372	VIA VARGAS DR	92553-3354	NUNEZ CHRISTINE	24372 VIA VARGAS DR	MORENO V	92553	63.96	6.40	12.66	83.02
61286035005	312233031	684277	LEWIS, MR AND MRS	25760	VIA WANDA PL	92551-2173	LEWIS PORFIRIO A	25760 VIA WANDA PL	MORENO V	92551	255.18	25.518	50.53	331.22
89179363000	308502007	684277	MONROE, THERESA (RENT)	16876	VIA XAVIER LN	92555-3337	ALMANZA ALFREDO	16876 VIA XAVIER LN	MORENO V	92555	189.02	18.90	37.43	245.34
89700773007	308491009	684277	JOHNSON, BRIAN	17056	VIA XAVIER LN	92555-3338	JOHNSON BRIAN	17056 VIA XAVIER LN	MORENO V	92555	255.40	25.54	50.57	331.50
31441365003	308481001	684277	VILLAGRAN, JAVIER (OWNR)	17074	VIA XAVIER LN	92555-3338	VILLAGRAN KARLO	17074 VIA XAVIER LN	MORENO V	92555	85.19	8.52	16.87	110.56
95585463009	312234037	684277	KENT, EVE	25870	VIA XAVIER LN	92551-4120	KENT VERTIS B	25870 VIA XAVIER LN	MORENO V	92551	248.89	24.89	49.28	323.04
53949995006	308522002	684277	HERNANDEZ, TERESA (RENT)	26065	VIA XAVIER LN	92555-3336	DUENAS DAVID	19002 STEWART CT	ROWLAND	91748	128.14	12.81	25.37	166.32
87183215006	312234035	684277	MORA, MYRNA	25879	VIA ZURITA CT	92551-4115	MORA MYRNA	25879 VIA ZURITA CT	MORENO V	92551	58.03	5.80	11.49	75.32
87617385007	482451010	684277	GARCIA, JUAN RAMON AND JAIME	14319	VICTOR DR	92553-5806	GARCIA JUAN RAMON	14319 VICTOR DR	MORENO V	92553	149.35	14.94	29.57	193.84
94829445007	482452041	684277	LOPEZ, DAISY (RENT)	14322	VICTOR DR	92553-5897	VARGAS SAUL	14322 VICTOR DR	MORENO V	92553	255.18	25.518	50.53	331.22
86564543009	482451012	684277	LOPEZ, JOSE	14333	VICTOR DR	92553-5806	LOPEZ JOSE DE JESUS	14333 VICTOR DR	MORENO V	92553	409.14	40.914	81.01	531.06
91925045000	482451017	684277	SMITH, DEBBIE L	14377	VICTOR DR	92553-5807	SMITH DEBORAH DEE	14377 VICTOR DR	MORENO V	92557	255.29	25.53	50.55	331.36
53275205002	482472019	684277	BUSTILLOS, LIZ	14417	VICTOR DR	92553-5808	BUSTILLOS JESSE	14417 VICTOR DR	MORENO V	92553	255.29	25.53	50.55	331.36
31418005007	482472018	684277	PARKER, CANDYCE (RENT)	14425	VICTOR DR	92553-5808	CHEN ALLEN	1945 N REDDING AVE	ROSEMEAD	91770	115.28	11.53	22.83	149.62
31068765000	482623027	684277	LEFLORE, FREDERICK (RENT)	14549	VICTOR DR	92553-5842	TRAN LUCILLE THAO	720 MARIGOLD AVE	CORONA D	92625	255.40	25.54	50.57	331.50
86908343000	482623029	684277	PERALTA, MARIA (OWNR)	14573	VICTOR DR	92553-5842	PERALTA MARIA J	14573 VICTOR DR	MORENO V	92553	255.40	25.54	50.57	331.50
93352085006	296052005	684277	STEPHENS, JODI	23338	VIDA CT	92553-3216	STEPHENS JODI	23338 VIDA CT	MORENO V	92553	332.40	33.24	65.82	431.44
91969133009	296052007	684277	DURON, CARLOS	23364	VIDA CT	92553-3216	DURON CARLOS R	23364 VIDA CT	MORENO V	92553	255.29	25.53	50.55	331.36
92066945003	474643001	684277	HERNANDEZ, JAVIER AND LILIA	11815	VILLA HERMOSA	92557-6513	HERNANDEZ JAVIER	11815 VILLA HERMOSA	MORENO V	92557	255.18	25.518	50.53	331.22
95659315004	474642009	684277	WILLIAMS, LINDA	11822	VILLA HERMOSA	92557-6512	WILLIAMS LINDA F	11822 VILLA HERMOSA	MORENO V	92557	205.29	20.53	40.65	266.46
86386513003	474643017	684277	HOWARD, ARCHIE	11863	VILLA HERMOSA	92557-6513	HOWARD LUCILLE	11863 VILLA HERMOSA	MORENO V	92557	40.00	4	7.92	51.92
70330335007	474645008	684277	LEWIS, GERALDINE	11876	VILLA HERMOSA	92557-6514	LEWIS GERALDINE M	11876 VILLA HERMOSA	MORENO V	92557	255.29	25.53	50.55	331.36
92567495004	474644010	684277	CALVILLO, KERRI (RENT)	11917	VILLA HERMOSA	92557-6515	CALVILLO KERRI	11917 VILLA HERMOSA	MORENO V	92557	120.14	12.01	23.79	155.94
31496815003	474394008	684277	CONTRERAS, IVONNE	11954	VILLA HERMOSA	92557-6516	CONTRERAS MANUEL R	11954 VILLA HERMOSA	MORENO V	92557	255.40	25.54	50.57	331.50
52335105006	474393007	684277	MUCINO, ALEX	11965	VILLA HERMOSA	92557-6515	MUCINO ALEX	11965 VILLA HERMOSA	MORENO V	92557	332.40	33.24	65.82	431.44
31287015004	474394001	684277	JONES, NATALIE	11996	VILLA HERMOSA	92557-6516	JONES SAMUEL L	11996 VILLA HERMOSA	MORENO V	92557	25.18	2.518	4.99	32.68
66586555003	260114014	684277	BOYD, SHARIA	10530	VILLAGE RD	92557-3938	BOYD SHARIA	10530 VILLAGE RD	MORENO V	92557	255.29	25.53	50.55	331.36
94407525005	260114012	684277	TAYLOR, NIA (RENT)	10550	VILLAGE RD	92557-3938	SHIBATA MASASHI	56 GEENMOOR	IRVINE CA	92620	177.95	17.80	35.23	230.96
31591595007	260111036	684277	NAVIA, LORENZO AND SANCHEZ,	10580	VILLAGE RD	92557-3959	NAVIA LORENZO	10580 VILLAGE RD	MORENO V	92557	255.18	25.518	50.53	331.22
31386775004	260111035	684277	CANCHOLA, DAVID (RENT)	10590	VILLAGE RD	92557-3959	LEE FAMILY INV	150 N SANTA ANITA NO 420B	ARCADIA	91006	382.86	38.29	75.81	496.94
88991613007	260111033	684277	PEXTON, KELLY	10610	VILLAGE RD	92557-3959	PEXTON KELLY	10610 VILLAGE RD	MORENO V	92557	255.29	25.53	50.55	331.36
31352395006	260111029	684277	AKABA, OLUWATOYHN (RENT)	10640	VILLAGE RD	92557-3979	LICHTE WILLIAM A	10640 VILLAGE RD	MORENO V	92557	254.56	25.46	50.40	330.40
95098685007	260111026	684277	MARKHAM, JORDANA	10670	VILLAGE RD	92557-3979	SU QUANMIN	7023 ETNA CT	VENTURA	93003	309.76	30.98	61.33	402.06
92289045000	260173004	684277	MORRIS, LISA	10701	VILLAGE RD	92557-3961	MORRIS LISA D	10701 VILLAGE RD	MORENO V	92557	37.33	3.73	7.39	48.44
71624365005	260173005	684277	AMAYA, STEVE	10709	VILLAGE RD	92557-3961	AMAYA STEVE I	10709 VILLAGE RD	MORENO V	92557	255.29	25.53	50.55	331.36
97354305002	260173012	684277	TEUTIMEZ, DORA	10759	VILLAGE RD	92557-3942	TEUTIMEZ WILLIAM	10759 VILLAGE RD	MORENO V	92557	332.64	33.26	65.86	431.76
94588185003	260122003	684277	CAMPBELL, ARCHIE	10770	VILLAGE RD	92557-3940	CAMPBELL ARCHIE	10770 VILLAGE RD	MORENO V	92557	390.39	39.04	77.30	506.72
91666535007	260121014	684277	LIU, JAMES (OWNR)	10880	VILLAGE RD	92557-3941	LIU JAMES	5207 HALIFAX RD	TEMPLE CI	91780	63.96	6.40	12.66	83.02
95293845005	260126007	684277	GARCIA, LUIS	10930	VILLAGE RD	92557-3962	SUNNYMEAD RANCH PLANNED COMM	6820 INDIANA AVE STE 140	RIVERSIDE	92505	255.29	25.53	50.55	331.36
93706295009	260126001	684277	FINA, ANNA	10990	VILLAGE RD	92557-3962	FINO ANA	10990 VILLAGE RD	MORENO V	92557	255.29	25.53	50.55	331.36
31114855003	482492027	684277	MATTOX, JOE AND CHELSEA	14187	VINCENTE DR	92553-3505	MATTOX JOSEPH	14187 VINCENTE DR	MORENO V	92553	255.18	25.518	50.53	331.22
95578315006	482492035	684277	JAUREGUI, NASARIO	14230	VINCENTE DR	92553-2402	JAUREGUI NASARIO	14230 VINCENTE DR	MORENO V	92553	255.40	25.54	50.57	331.50
59154165001	482341005	684277	CAMENGA, ALISA (RENT)	14251	VINCENTE DR	92553-3583	LY THANH K	8472 20TH PL	WESTMINS	92683	31.27	3.13	6.19	40.58
94183895004	482342012	684277	ARRELANO, MONICA (OWNR)	14280	VINCENTE DR	92553-3584	RAMOS ALFREDO	14280 VINCENTE DR	MORENO V	92553	255.29	25.53	50.55	331.36
56705015005	482341007	684277	JOHNSON, ANNETTE (RENT)	14281	VINCENTE DR	92553-3583	DUNNING PROP	2731 PEBBLE DR	CORONA D	92625	58.63	5.86	11.61	76.10
66688465006	482342013	684277	WILLIAMS,ROBIN	14294	VINCENTE DR	92553-3584	HENDERSON DONALD L	14294 VINCENTE DR	MORENO V	92553	127.59	12.76	25.26	165.60
55463685001	482342016	684277	DEL RIO, LEVITA (OWNR)	14344	VINCENTE DR	92553-2405	DELRIO LEVITA	14344 VINCENTE DR	MORENO V	92553	282.46	28.25	55.93	366.62
96221525008	482254002	684277	RUBIO, MARTHA (RENT)	14809	VINEHILL ST	92553-3939	BARRAZA MARCELO	14809 VINEHILL ST	MORENO V	92551	126.40	12.64	25.03	164.06
94511365007	482253041	684277	CALHOON, LORIE	14838	VINEHILL ST	92553-3940	CALHOON LORIE ANN	14838 VINEHILL ST	MORENO V	92553	225.40	22.54	44.63	292.56
93114103006	482253038	684277	CEVILLA, ADRIANA (RENT)	14868	VINEHILL ST	92553-3940	SALCEDO ROSENDO	14868 VINEHILL ST	MORENO V	92553	83.65	8.37	16.56	108.56

31157725000	482254011	684277	VERA, ANGELICA	14899	VINEHILL ST	92553-3939	VERA WILLIAM G	14899 VINEHILL ST	MORENO V	92553	128.14	12.81	25.37	166.32
1.00239E+11	482262002	684277	GRAHAM, JEFFERY	14938	VINEHILL ST	92553-3958	GRAHAM JEFF L	14938 VINEHILL ST	MORENO V	92553	242.46	24.246	48.01	314.7
97020725001	482261001	684277	MAURER, DANNETTE (RENT)	14999	VINEHILL ST	92553-3965	PASO DE LAGO HOMEOWNERS ASSN	3756 TIBBETTS ST	RIVERSIDE	92506	219.30	21.93	43.42	284.64
31641875001	488180008	684277	MCGINNIS, GREGORY	27060	VINEWOOD PL	92555-4617	MCGINNIS GREGORY	P O BOX 7036	MORENO V	92552	284.20	28.42	56.27	368.88
58120575007	475200009	684277	KOONTZ, SEAN (RENT)	24266	VIRGINIA LN	92557-6309	KEYSTONE INV	765 N MAIN ST	CORONA (	92881	218.88	21.89	43.34	284.1
92396823009	475200019	684277	THORPE, THEODORE	24301	VIRGINIA LN	92557-6312	THORPE PATRICIA A	24301 VIRGINIA LN	MORENO V	92557	255.40	25.54	50.57	331.50
31292005006	475200014	684277	AMEZCUA, ROSALBA	24304	VIRGINIA LN	92557-6311	BORGIA LOUIS F	24304 VIRGINIA LN	MORENO V	92557	55.29	5.53	10.95	71.76
31442225001	308470033	684277	SANDOVAL, THELMA (RENT)	26794	VISTA ALLEGRE	92555-4116	ENCINAS ROGELIO A	27716 FAIRMONT DR	MORENO V	92555	192.89	19.29	38.19	250.36
31645115002	308470026	684277	IRIBE, MARIA	26839	VISTA ALLEGRE	92555	BUENO MANUEL IRIBE	26839 VISTA ALLEGRE	MORENO V	92555	55.40	5.54	10.97	71.90
31556215000	312221001	684277	SAAVEDRA, CAROL (OWNR)	16395	VISTA CONEJO DR	92551-2108	MENA MICHAEL D	16395 VISTA CONEJO DR	MORENO V	92551	24.66	2.466	4.88	32
31236635001	312221004	684277	HERNANDEZ, KARLA (RENT)	16425	VISTA CONEJO DR	92551-2108	HSI CHRISTINA	1313 N GRAND AVE NO 100	WALNUT (	91789	255.40	25.54	50.57	331.50
31086005002	312222001	684277	LEVINE, MARY L	16434	VISTA CONEJO DR	92551-2107	LEVINE MARY L	16434 VISTA CONEJO DR	MORENO V	92551	189.65	18.97	37.55	246.16
89173173003	312222002	684277	AVALOS, ROXANNE AND SAL (OWI	16444	VISTA CONEJO DR	92551-2107	AVALOS SALVADOR	16444 VISTA CONEJO DR	MORENO V	92551	255.40	25.54	50.57	331.50
94933765009	312222003	684277	CLARIN, RICARDO	16454	VISTA CONEJO DR	92551-2107	CLARIN RICARDO	16454 VISTA CONEJO DR	MORENO V	92551	255.29	25.53	50.55	331.36
31281625009	312222007	684277	TACHIN, ABIGAIL	16494	VISTA CONEJO DR	92551-2107	TACHIN ABIGAIL	16494 VISTA CONEJO DR	MORENO V	92551	128.40	12.84	25.42	166.66
31572245001	312221014	684277	TEXADA, ROYDELL (RENT)	16525	VISTA CONEJO DR	92551-2148	BROWN CAROLYN D	16525 VISTA CONEJO DR	MORENO V	92551	202.80	20.28	40.15	263.22
70951545006	312221015	684277	MICHAEL BROTHERS REAL ESTATE	16535	VISTA CONEJO DR	92551-2110	MICHAEL RIMA M	38511 MEMBER CLUB DR	MURRIETA	92563	91.77	9.18	18.17	119.10
57052925000	474362008	684277	SAMET, AMAR	11725	VISTA DE CERROS DR	92555-1753	SAMET AMAR	11725 VISTA DE CERROS DR	MORENO V	92555	255.29	25.53	50.55	331.36
74965015003	474363005	684277	JOHNSON, JONITH	11726	VISTA DE CERROS DR	92555-1752	JOHNSON JONITH J	11726 VISTA DE CERROS DR	MORENO V	92555	332.64	33.26	65.86	431.76
93497033000	474384001	684277	CHESTER, DORTHY	11938	VISTA DE CERROS DR	92555-1754	CHESTER VINSON W	11457 E 178TH ST	ARTESIA C	90701	255.40	25.54	50.57	331.50
75168115002	308252031	684277	REYES, JESSICA (OWNR)	15683	VISTA DEL MAR ST	92555-4206	ACEVEDO JUAN D	15683 VISTA DEL MAR ST	MORENO V	92555	255.40	25.54	50.57	331.50
91373765001	308251012	684277	MAYES, MICHAEL	15722	VISTA DEL MAR ST	92555-4210	MAYES MICHAEL DAVID	15722 VISTA DEL MAR ST	MORENO V	92555	332.40	33.24	65.82	431.44
72040915008	308252036	684277	WILLIAMS, LORENZO	15725	VISTA DEL MAR ST	92555-4211	WILLIAMS YOLANDA	15725 VISTA DEL MAR ST	MORENO V	92555	255.29	25.53	50.55	331.36
89568713001	308251011	684277	FRUGE, KATHERINE	15730	VISTA DEL MAR ST	92555-4210	MENDOZA FRUGE KATHERINE	15730 VISTA DEL MAR ST	MORENO V	92555	135.29	13.53	26.79	175.60
96210465003	308251010	684277	GREER, LORI	15738	VISTA DEL MAR ST	92555-4210	FITCH LORI	2414 WAXWING AVE	VENTURA (	93003	255.40	25.54	50.57	331.50
87307995007	308252039	684277	LATTIMORE, TRINITA (RENT)	15749	VISTA DEL MAR ST	92555-4211	LATTIMORE TRINITA D	15749 VISTA DEL MAR ST	MORENO V	92555	56.77	5.68	11.24	73.68
84761015004	486121020	684277	DICKSON, ELIZABETH	25528	VISTA FAMOSO DR	92551-7090	DICKSON ELIZABETH M	25528 VISTA FAMOSO DR	MORENO V	92551	82.79	8.279	16.39	107.46
72056885002	486121025	684277	BETHLEY, RENEE (RENT)	25594	VISTA FAMOSO DR	92551-1452	GRIFFIN CHRISTOPHER E	25594 VISTA FAMOSO DR	MORENO V	92551	255.40	25.54	50.57	331.50
99193433005	486122004	684277	LEAL, SAL	25599	VISTA FAMOSO DR	92551-1451	LEAL SALVADOR G	25599 VISTA FAMOSO DR	MORENO V	92551	255.29	25.53	50.55	331.36
31265395000	486133005	684277	INIGUEZ, RICARDO	25711	VISTA FAMOSO DR	92551-7095	INIGUEZ ADAN R	25711 VISTA FAMOSO DR	MORENO V	92551	185.00	18.50	36.63	240.12
95524785001	486131008	684277	NEAL, JIMMY	25720	VISTA FAMOSO DR	92551-7092	NEAL JIMMY L	25720 VISTA FAMOSO DR	MORENO V	92551	332.40	33.24	65.82	431.44
86289593002	479311007	684277	ZAMUDIO, FRANCISCO	12317	VISTA HERMOSA DR	92557-7518	ZAMUDIO DIANA J	26980 STORRIE LAKE DR	MORENO V	92555	255.29	25.53	50.55	331.36
93078665005	479312035	684277	CORTES, MARIA	12330	VISTA HERMOSA DR	92557-7517	HOLSTIEN JEFFREY BRUCE	12330 VISTA HERMOSA DR	MORENO V	92557	255.29	25.53	50.55	331.36
60374535005	479312036	684277	RAMIREZ, EIKAR (RENT)	12340	VISTA HERMOSA DR	92557-7517	NGUYEN NGHIEM V	12340 VISTA HERMOSA DR	MORENO V	92557	255.40	25.54	50.57	331.50
31604465005	291213010	684277	MENDEZ, MELVIN	22565	VOUGHT ST	92553-8401	MENDEZ MELVIN E	22565 VOUGHT ST	MORENO V	92553	255.40	25.54	50.57	331.50
31305315001	291212008	684277	ALVAREZ, SILVIA (RENT)	22568	VOUGHT ST	92553-8475	FUENTES CECILIA MANRIQUEZ	25881 KALMIA AVE	MORENO V	92557	77.16	7.72	15.28	100.14
31644605002	291212009	684277	PRESTON, KEN (OWNR)	22572	VOUGHT ST	92553-8475	PRESTON KENNETH T	22572 VOUGHT ST	MORENO V	92553	58.14	5.81	11.51	75.46
95327305000	291223001	684277	VARGAS, CLAUDIA (RENT)	22601	VOUGHT ST	92553-8421	CASTRO JOSE L	22601 VOUGHT ST	MORENO V	92553	255.40	25.54	50.57	331.50
71056635004	291222009	684277	JACKSON, MICHELLE (OWNR)	22610	VOUGHT ST	92553-8435	JACKSON MICHELLE	22610 VOUGHT ST	MORENO V	92553	255.40	25.54	50.57	331.50
96129955002	291223002	684277	YANEZ, DANIEL	22621	VOUGHT ST	92553-8421	YANEZ DANIEL	22621 VOUGHT ST	MORENO V	92553	255.29	25.53	50.55	331.36
55633895005	291222011	684277	SIMS, SONIA	22650	VOUGHT ST	92553-8435	SIMS SONYA	22650 VOUGHT ST	MORENO V	92553	255.29	25.53	50.55	331.36
31536675005	291222012	684277	BENITEZ, FRANCISCA (OWNR)	22660	VOUGHT ST	92553-8435	BENITEZ JESUS A	3863 W US HIGHWAY 224	DECATUR	46733	255.40	25.54	50.57	331.50
95906475005	291225002	684277	MARTINEZ, SALVADOR O	22727	VOUGHT ST	92553-8616	MARTINEZ SALVADOR O	22727 VOUGHT ST	MORENO V	92553	255.18	25.518	50.53	331.22
97379205000	291234003	684277	MYERS, BETTY	22777	VOUGHT ST	92553-8616	MYERS HAROLD	22777 VOUGHT ST	MORENO V	92553	255.40	25.54	50.57	331.50
62927945002	291234007	684277	OZUNA, BLANCA (RENT)	22825	VOUGHT ST	92553-8655	SBR MANAGEMENT	16196 JACOBS CIR	RIVERSIDE	92504	20.61	2.061	4.08	26.74
31345175006	291234011	684277	GONZALES, VICTOR	22873	VOUGHT ST	92553-8655	GONZALEZ VICTOR P	22873 VOUGHT ST	MORENO V	92553	255.29	25.53	50.55	331.36
31253915007	291242017	684277	GARCIA, GILBERT	22885	VOUGHT ST	92553-8655	GARCIA GILBERT	22885 VOUGHT ST	MORENO V	92553	255.29	25.53	50.55	331.36
97511815000	291233008	684277	ELY, RUBY (RENT)	22898	VOUGHT ST	92553-8617	SHAMSHER ALI G M	7560 E CALLE GRANADA	ANAHEIM	92808	63.63	6.363	12.60	82.58
31177195009	291242002	684277	GALEANA, MARIO	23079	VOUGHT ST	92553-8601	GUTIERREZ FRANCISCO M	21180 LANDS END	MORENO V	92557	255.18	25.518	50.53	331.22
88218923000	291241006	684277	TORRES, MIGUEL	23094	VOUGHT ST	92553-8600	AGUILAR MIGUEL TORRES	23094 VOUGHT ST	MORENO V	92553	255.29	25.53	50.55	331.36
87545305007	488020004	684277	DUENEZ, EDWARD (OWNR)	27424	WALFRED WAY	92555-2112	DUENEZ EDWARD JAMES	27424 WALFRED WAY	MORENO V	92555	128.04	12.80	25.35	166.18
89802735000	488022006	684277	HARRY, MARY	27493	WALFRED WAY	92555-2111	HARRY ANDREW	27493 WALFRED WAY	MORENO V	92555	255.40	25.54	50.57	331.50
89521693004	487431003	684277	MEDINA, MARIA (RENT)	26280	WALKER PASS DR	92555-2427	RUBIO RAMON POLITRON	26280 WALKER PASS DR	MORENO V	92555	25.54	2.55	5.06	33.14
66510255006	487431006	684277	NAJERA, CHRIS	26322	WALKER PASS DR	92555-6811	CUNG THUY N	26322 WALKER PASS DR	MORENO V	92555	255.29	25.53	50.55	331.36
66149475007	487431011	684277	WOERZ, WILLIAM III (OWNR)	26392	WALKER PASS DR	92555-2424	WOERZ WILLIAM KENNETH	26392 WALKER PASS DR	MORENO V	92555	63.96	6.40	12.66	83.02
91668755006	487431013	684277	MITCHELL, SHIRLEY	26420	WALKER PASS DR	92555-6809	MITCHELL SHIRLEY	26420 WALKER PASS DR	MORENO V	92555	255.40	25.54	50.57	331.50
92967855000	487432013	684277	TAPIA, MARIBEL (OWNR)	26423	WALKER PASS DR	92555-2426	RIVERA CARLOS	26423 WALKER PASS DR	MORENO V	92555	255.29	25.53	50.55	331.36
57370215005	478050015	684277	POWERS, JOSHUA	13908	WALNUT CT	92555-6126	MARTIN PAUL B	13961 WALNUT CT	MORENO V	92555	32.16	3.216	6.37	41.74
74290015006	478273004	684277	VILLANUEVA, JERRY AND VICTORI	28040	WAR ADMIRAL ST	92555-6007	VILLANUEVA JERRY N	28040 WAR ADMIRAL ST	MORENO V	92555	332.40	33.24	65.82	431.44
80689445001	478271016	684277	SHYNE, ERIC (RENT)	28161	WAR ADMIRAL ST	92555-6008	VELASCO JESSE	4449 CASTLEHILL DR	WALNUT (	91789	240.50	24.05	47.62	312.16
85019285009	312141007	684277	RAMIREZ, DAISY (OWNR)	16531	WAR CLOUD DR	92551-2526	RAMIREZ DAISY R	16531 WAR CLOUD DR	MORENO V	92551	255.40	25.54	50.57	331.50
91470755007	312141006	684277	WILLIAMS, LATISIA	16539	WAR CLOUD DR	92551-2526	WILLIAMS LATISIA	16539 WAR CLOUD DR	MORENO V	92551	255.29	25.53	50.55	331.36
93380593000	312142014	684277	SOROZA, ROSA (RENT)	16564	WAR CLOUD DR	92551-2525	DANG GEORGE HUNG TIEN	3951 OLIVE ST	IRVINE CA	92606	255.40	25.54	50.57	331.50
92078385005	312141002	684277	BLACKMAN, SANDRA	16571	WAR CLOUD DR	92551-2527	NUNEZ ELMER R	3581 SUMMERTREE LN	CORONA (	92881	191.29	19.13	37.88	248.28
31651885008	312142015	684277	WILLIAMS, LAVERNE	16572	WAR CLOUD DR	92551-2528	WILLIAMS LA VERNE	16572 WAR CLOUD DR	MORENO V	92551	332.40	33.24	65.82	431.44

95223125009	312156007	684277	NUGYEN, LINDA (RENT)	16619	WAR CLOUD DR	92551-2584	NGUYEN LEYNA	25805 BARTON RD STE 105	LOMA LIND	92354	26.28	2.628	5.20	34.1
94539925001	312154018	684277	BRITO, MARIA	16628	WAR CLOUD DR	92551-2529	GAYTON SERGIO	16628 WAR CLOUD DR	MORENO V	92551	255.40	25.54	50.57	331.50
31396435005	312154019	684277	JACKSON, SHAWN (RENT)	16636	WAR CLOUD DR	92551-2529	LIU WU HUI	3948 PECK RD STE 10	EL MONTE	91732	360.86	36.09	71.45	468.38
31413005008	312156004	684277	MC CULLOUGH, STEVE	16641	WAR CLOUD DR	92551-2530	MORENO AMALIA	16641 WAR CLOUD DR	MORENO V	92551	255.29	25.53	50.55	331.36
31137775001	312156003	684277	GARCIA, ROSA	16649	WAR CLOUD DR	92551-2530	GARCIA PETER LUIS	2560 N PERRIS BLV STE G3	PERRIS CA	92571	255.40	25.54	50.57	331.50
48545045000	312154025	684277	WALKER, OLIVER	16674	WAR CLOUD DR	92551-2511	ROBINSON JACQUELINE	16674 WAR CLOUD DR	MORENO V	92551	128.03	12.80	25.35	166.18
31349635002	312164017	684277	TALBOT, DWAYNE	16677	WAR CLOUD DR	92551-2512	TALBOT DWAYNE M	16677 WAR CLOUD DR	MORENO V	92551	255.29	25.53	50.55	331.36
54661225008	312164016	684277	VARGAS, ALBERT (RENT)	16685	WAR CLOUD DR	92551-2512	GARCIANO FEDERICO	16685 WAR CLOUD DR	MORENO V	92557	255.29	25.53	50.55	331.36
53105985007	312164014	684277	ORTIZ, CARLOS (OWNR)	16697	WAR CLOUD DR	92551-2512	ORTIZ CARLOS A	16697 WAR CLOUD DR	MORENO V	92551	189.52	18.95	37.52	245.98
31457975001	312163004	684277	CHAVOLLA, JAVIER	16704	WAR CLOUD DR	92551-2531	CHAVOLLA JAVIER	16704 WAR CLOUD DR	MORENO V	92551	383.88	38.39	76.01	498.26
91335783006	312163005	684277	CARO, LISETTE (RENT)	16710	WAR CLOUD DR	92551-2531	YERBA JUAN M	16710 WAR CLOUD DR	MORENO V	92551	255.40	25.54	50.57	331.50
31283365009	312163009	684277	JONES, SHEILA	16734	WAR CLOUD DR	92551-2531	JONES OLDS SHEILA R	16734 WAR CLOUD DR	MORENO V	92551	255.29	25.53	50.55	331.36
31287275009	312163011	684277	MASTERS, LORNA (OWNR)	16746	WAR CLOUD DR	92551-2531	MASTERS HENRY L	16746 WAR CLOUD DR	MORENO V	92551	51.18	5.118	10.13	66.42
31593985001	312163012	684277	MCKEE, PEGGY (OWNR)	16752	WAR CLOUD DR	92551-2531	MCKEE PEGGY L	16752 WAR CLOUD DR	MORENO V	92551	255.29	25.53	50.55	331.36
31593985006	312164010	684277	PAYNE, FREDERICA D	16721	WAR CLOUD DR	92551-2532	FREDERICA D PAYNE	#REF!	MORENO V	#REF!	63.88	6.388	12.65	82.9
75959425009	264192032	684277	ANSARI, SHEHZAD	11673	WARBLER WAY	92557-6202	PALISCO TEODULFO C	11673 WARBLER WAY	MORENO V	92557	255.40	25.54	50.57	331.50
72875135001	488133001	684277	WILLIAMS, TRACY AND FELIX	13070	WARM SPRINGS WAY	92555-4528	MCKINNEY JENA N	13099 WARM SPRINGS WAY	MORENO V	92555	126.19	12.62	24.99	163.78
31458795007	488140038	684277	KENNEDY, YOOJIN (OWNR)	13126	WARM SPRINGS WAY	92555-4528	KENNEDY MICHAEL S	13126 WARM SPRINGS WAY	MORENO V	92555	155.40	15.54	30.77	201.70
97103305003	474511008	684277	GIFFORD, RICHARD (OWNR)	10421	WATERCRESS CIR	92557-3054	GIFFORD RICHARD A	10421 WATERCRESS CIR	MORENO V	92557	59.77	5.98	11.83	77.58
81629705001	474511014	684277	SMITH , DAVID	10476	WATERCRESS CIR	92557-3054	SOLOMON RICHARD J	25208 ALTA VISTA DR	MORENO V	92357	263.14	26.31	52.10	341.54
65626745009	259414005	684277	BUCHANAN, RODNEY	9895	WATERFALL CIR	92557-1843	BUCHANAN RODNEY	9895 WATERFALL CIR	MORENO V	92557	255.18	25.518	50.53	331.22
31354375006	259414009	684277	HESCH, DONALD	9915	WATERFALL CIR	92557-1845	HESCH DONALD LEWIS	9915 WATERFALL CIR	MORENO V	92557	255.18	25.518	50.53	331.22
31353065003	260092005	684277	WARE, LYDIA (RENT)	23738	WATERLEAF CIR	92557-2912	JOHN ADAM INV	10161 BOLSA AVE NO 204C	WESTMINS	92683	122.61	12.261	24.28	159.14
31283095006	292192020	684277	LOPEZ, MONICA (RENT)	12068	WEBB ST	92557-8162	TORRES TRINIDAD	12068 WEBB ST	MORENO V	92557	255.40	25.54	50.57	331.50
97299815002	292192018	684277	RIVERA, AURORA	12088	WEBB ST	92557-8162	VU KHOI	12088 WEBB ST	MORENO V	92557	255.40	25.54	50.57	331.50
98102495014	292192016	684277	PUGA, EDWARD	12118	WEBB ST	92557-8148	PUGA EDWARD A	12118 WEBB ST	MORENO V	92557	255.29	25.53	50.55	331.36
55275985006	473180002	684277	SMITH, JULIE	11277	WEBER AVE	92555-5297	SMITH JULIE	11277 WEBER AVE	MORENO V	92555	255.29	25.53	50.55	331.36
81364385002	473180035	684277	PENALOZA, RICARDO	11288	WEBER AVE	92555-5298	PENALOZA RICARDO	11288 WEBER AVE	MORENO V	92555	255.29	25.53	50.55	331.36
96080065004	473180035	684277	VAUGHN, DEBRA	11300	WEBER AVE	92555-5246	LALONDE ARLENE T	11300 WEBER AVE	MORENO V	92555	55.40	5.54	10.97	71.9
67276535005	473180033	684277	CUMMINGS, CHRISTOPHER	11326	WEBER AVE	92555-5246	CUMMINGS CHRISTOPHER	11326 WEBER AVE	MORENO V	92555	255.40	25.54	50.57	331.50
31631745000	473180031	684277	BLAIR, CHARLES (OWNR)	11350	WEBER AVE	92555-5246	BLAIR CHARLES	11350 WEBER AVE	MORENO V	92555	255.40	25.54	50.57	331.50
97420715005	473180027	684277	ROMERO, BEVERLY (RENT)	11400	WEBER AVE	92555-5299	HARA KULJIT S	7971 BIRCHWOOD AVE	LA PALMA	90623	155.40	15.54	30.77	201.70
33384585009	473180026	684277	MATA, ROBERT AND YOLANDA	11412	WEBER AVE	92555-5299	MATA ROBERT L	11412 WEBER AVE	MORENO V	92555	255.29	25.53	50.55	331.36
31331975008	473180015	684277	CADY, SANDRA	11429	WEBER AVE	92555-8600	CADY SANDRA J	11429 WEBER AVE	MORENO V	92555	128.03	12.80	25.35	166.18
99206513008	473180016	684277	ARMENTA, MARIA (RENT)	11437	WEBER AVE	92555-8600	CHACON CARLOS JOSE	765 N MAIN ST	CORONA C	92880	242.94	24.29	48.10	315.32
87307155003	481130007	684277	RANGEL, SUZANNE (RENT)	24081	WEBSTER AVE	92553-3078	CAMBEROS PEDRO	31875 FLOSSIE WAY	WINCHEST	92596	255.29	25.53	50.55	331.36
31061285006	481130010	684277	PURI, MANISH	24135	WEBSTER AVE	92553-7720	CORREA IGNACIO	24135 WEBSTER AVE	MORENO V	92553	255.29	25.53	50.55	331.36
97997055010	481150009	684277	ALUPAY, FELICIDAD AND ANDRE	24421	WEBSTER AVE	92553-7724	ALUPAY MICHAEL	24421 WEBSTER AVE	MORENO V	92553	123.17	12.32	24.39	159.86
95933285009	481140028	684277	TAYLOR, DENISE (OWNR)	24442	WEBSTER AVE	92553-7723	FEDERAL NATL MORTGAGE ASSN	1800 TAPO CANYON SV2202	SIMI VALLE	93063	255.40	25.54	50.57	331.50
31492015000	481161012	684277	ARREDONDO, CHRISTOPHER AND	24526	WEBSTER AVE	92553-3738	ARRENDONDO CHRISTOPHER	24526 WEBSTER AVE	MORENO V	92553	332.40	33.24	65.82	431.44
97052935000	481171005	684277	KACARAB, JULIE	24531	WEBSTER AVE	92553-3755	ARNOLD PATRICK BRUCE ESTATE OF	7651 FRAZER DR	RIVERSIDE	92509	403.92	40.39	79.98	524.28
31306965002	481161020	684277	GUTIERREZ, YOLANDA	24614	WEBSTER AVE	92553-3766	CARMEN INOCENCIO DEL	24614 WEBSTER AVE	MORENO V	92553	255.18	25.518	50.53	331.22
56178665008	481161019	684277	CHEN, TANPING (RENT)	24616	WEBSTER AVE	92553-3766	HSU MIN CHIN	24616 WEBSTER AVE	MORENO V	92553	57.27	5.727	11.34	74.32
92939455003	481162012	684277	HALL, MARK AND DENISE (RENT)	24712	WEBSTER AVE	92553-3764	ELLIOT SHIRLINE	24712 WEBSTER AVE	MORENO V	92553	255.40	25.54	50.57	331.50
67853195002	481140020	684277	MENDOZA, CARMEN (RENT) APTS	24422	WEBSTER AVE UNIT 11	92553-7792	ISLAMIC DEV CENTER	24436 WEBSTER AVE	MORENO V	92553	255.40	25.54	50.57	331.50
97629695005	479391015	684277	RAMOS, JUAN	25438	WEDMORE DR	92553-4184	RAMOS JUAN MANUEL	25438 WEDMORE DR	MORENO V	92553	255.18	25.518	50.53	331.22
96292505003	479391014	684277	HICKS, SHERYL (RENT)	25448	WEDMORE DR	92553-4184	WU YEWIN T	2311 BURKETT RD	EL MONTE	91732	191.77	19.18	37.97	248.90
95312685002	479392018	684277	HUERTA, ART	25475	WEDMORE DR	92553-4185	HUERTA ARTHUR	25475 WEDMORE DR	MORENO V	92553	332.40	33.24	65.82	431.44
31465165004	479531009	684277	GLENNS, KRYSTAL	25572	WEDMORE DR	92553-4718	MAGDALENO RODOLFO CORTES	25572 WEDMORE DR	MORENO V	92553	255.40	25.54	50.57	331.50
88316645001	479531013	684277	HERNANDEZ, VALERIE AND VICTO	25604	WEDMORE DR	92553-4715	VEGA CLARISE ANN	25604 WEDMORE DR	MORENO V	92553	255.40	25.54	50.57	331.50
31139905000	486204010	684277	GONZALEZ, CARLOS	15763	WEDOW DR	92551-4635	GONZALEZ MARIA ANGELICA	15763 WEDOW DR	MORENO V	92551	128.03	12.80	25.35	166.18
94030265009	486204016	684277	ALVARADO, SHANNON	15774	WEDOW DR	92551-1317	ALVARADO LEOPOLDO REFUGIO	15774 WEDOW DR	MORENO V	92551	127.59	12.76	25.26	165.6
31601355004	486204020	684277	PACHO, APRIL	15798	WEDOW DR	92551-1317	PACHO MARK A	15798 WEDOW DR	MORENO V	92551	255.29	25.53	50.55	331.36
69302415002	486204014	684277	BARRON, LA TANYA AND NATHAN	15811	WEDOW DR	92551-1318	BARRON NATHANIEL	15811 WEDOW DR	MORENO V	92551	255.18	25.518	50.53	331.22
55650015004	486214001	684277	LAMONTE, CHINE (RENT)	15882	WEDOW DR	92551-4631	LIN YUAN	15882 WEDOW DR	MORENO V	92551	56.98	5.698	11.28	73.96
31595555006	486214003	684277	MARTINEZ, LINDA	15906	WEDOW DR	92551-4633	MARTINEZ ALFREDO	15906 WEDOW DR	MORENO V	92553	326.68	32.67	64.68	424.02
90665555005	486214006	684277	JARAMILLO, JOSE	15942	WEDOW DR	92551-4633	JARAMILLO JOSE	15942 WEDOW DR	MORENO V	92551	255.40	25.54	50.57	331.50
31340205001	486214010	684277	BUSTAMANTE, DAVID	15990	WEDOW DR	92551-4633	BUSTAMANTE DAVID O	15990 WEDOW DR	MORENO V	92551	332.40	33.24	65.82	431.44
88287185000	264222014	684277	SCOTT, DAVID (OWNR)	11363	WEINHART CT	92557-4908	WELLS FARGO BANK	3476 STATEVIEW BLV	FORT MILL	29715	255.40	25.54	50.57	331.50
31359835009	264222011	684277	DIAZ, ROY	11375	WEINHART CT	92557-4908	DIAZ ROY	11375 WEINHART CT	MORENO V	92557	255.29	25.53	50.55	331.36
31571865002	264222017	684277	PALAFOX, ARTEMISA	11376	WEINHART CT	92557-4908	PALAFOX ARTEMISA MARIA	11376 WEINHART CT	MORENO V	92557	255.29	25.53	50.55	331.36
93723145006	264222018	684277	JOHNSON, GARY (RENT)	11382	WEINHART CT	92557-4908	TATAVOSIAN MIKEL	2720 E CARSON ST	CARSON C	90810	125.40	12.54	24.83	162.76
91266845001	264222019	684277	BROWN, EDNA (RENT)	11388	WEINHART CT	92557-4908	MEAN RASSY VAN	11388 WEINHART CT	MORENO V	92557	255.40	25.54	50.57	331.50
31184975001	475293045	684277	BULLOCK, GORDON	11897	WELBY PL	92557-6436	BULLOCK LARRY	11897 WELBY PL	MORENO V	92557	332.40	33.24	65.82	431.44
91371303002	475293049	684277	STEWART , LAMONT (RENT)	11910	WELBY PL	92557-6435	GONZALES RAYMUNDO V	11910 WELBY PL	MORENO V	92557	127.26	12.726	25.20	165.18

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48350305000	475293027	684277	BARNES, FRANK	11899	WELLER PL	92557-6434	BARNES KATHERN	11899 WELLER PL	MORENO V	92557	255.29	25.53	50.55	331.36
90292413008	308401032	684277	LOPEZ, JOSE	16439	WELSH CT	92555-3333	LOPEZ JOSE ANTONIO	16439 WELSH CT	MORENO V	92555	255.29	25.53	50.55	331.36
96453675005	291493044	684277	GREGORY, ADAM AND (OWNR)	22303	WEMBLEY DR	92557-6829	GREGORY ADAM	22303 WEMBLEY DR	MORENO V	92557	255.40	25.54	50.57	331.50
95422335003	291493045	684277	ELGOHARY, LULU (RENT)	22319	WEMBLEY DR	92557-6829	HELME CHRISTOPHER J	9950 SOFIA CT	MORENO V	92557	155.96	15.60	30.88	202.42
90474085001	486193010	684277	ROMERO, RENEE	25047	WENDY WAY	92551-4646	ROMERO PEDRO R	25047 WENDY WAY	MORENO V	92551	255.29	25.53	50.55	331.36
93556133002	486192013	684277	GARCIA, ELENO	25097	WENDY WAY	92551-1312	GARCIA ELENO	25097 WENDY WAY	MORENO V	92551	255.40	25.54	50.57	331.50
75350165005	486192010	684277	WOODS, TINA (RENTR)	25135	WENDY WAY	92551-4624	DOAN QUANG T	P O BOX 203	WESTMINS	92684	185.25	18.525	36.68	240.44
95816025001	486184002	684277	ALLEN, VINCENT (RENT)	25231	WENDY WAY	92551-4649	TRUONG LONG XUONG	25231 WENDY WAY	MORENO V	92551	149.62	14.96	29.62	194.20
95400435008	486181006	684277	SANDOVAL, MANUEL (OWNR)	25246	WENDY WAY	92551-4648	SANDOVAL MANUEL	25246 WENDY WAY	MORENO V	92551	105.29	10.53	20.85	136.66
31271405006	479391044	684277	DONALD, REESE	12820	WESTBURY DR	92553-4151	FERNANDEZ FRANCISCO J	12820 WESTBURY DR	MORENO V	92553	255.29	25.53	50.55	331.36
31577075005	479391027	684277	CIENEGA, CYNTHIA (OWNR)	12837	WESTBURY DR	92553-2336	WELLS FARGO BANK	3476 STATEVIEW BLV	FORT MILL	29714	155.40	15.54	30.77	201.70
55167335002	479391006	684277	WALKER, JOHNNY(RENT)	12917	WESTBURY DR	92553-4180	MANSOUR TALAAT	12917 WESTBURY DR	MORENO V	92553	255.40	25.54	50.57	331.50
95312585003	479392011	684277	STURGIS, MICHELLE	12948	WESTBURY DR	92553-4126	STURGIS KENTON R	12948 WESTBURY DR	MORENO V	92553	255.29	25.53	50.55	331.36
51303895009	479392007	684277	LEE, CHERYL	12984	WESTBURY DR	92553-4126	REAR JOHN I	12984 WESTBURY DR	MORENO V	92553	128.03	12.80	25.35	166.18
95156545003	479392003	684277	ARRIETA, SONIA	12989	WESTBURY DR	92553-4183	ARRIETA SONIA	1259 STEPSTONE CT	HEMET CA	92545	255.40	25.54	50.57	331.50
31387125009	479392006	684277	LOPEZ, ANTONIO J	12992	WESTBURY DR	92553-4126	LOPEZ ANTONIO J	12992 WESTBURY DR	MORENO V	92553	332.40	33.24	65.82	431.44
93306555003	479513022	684277	PETERSON, STELLA	12155	WESTERLY TRL	92557-7525	PETERSON MARK EDWARD	12155 WESTERLY TR	MORENO V	92557	255.29	25.53	50.55	331.36
64599565005	479513017	684277	LEWIS, BENNY	12205	WESTERLY TRL	92557-7526	PLAYER FLORIA B	12205 WESTERLY TR	MORENO V	92557	255.29	25.53	50.55	331.36
87343595008	479513016	684277	FREEMAN, MARWAN	12215	WESTERLY TRL	92557-7526	FREEMAN MARC	12215 WESTERLY TR	MORENO V	92557	255.29	25.53	50.55	331.36
53378105005	479513014	684277	KING, CAROL (OWNR)	12235	WESTERLY TRL	92557-7526	KING CAROL	12235 WESTERLY TR	MORENO V	92557	371.28	37.13	73.51	481.92
94513475000	264182001	684277	HERNANDEZ, CINDA	23019	WESTERN RIDGE RD	92557	HERNANDEZ ELIAS	23019 WESTERN RIDGE RD	MORENO V	92557	255.29	25.53	50.55	331.36
94083875000	264182004	684277	SANDERS, DUANE D	23085	WESTERN RIDGE RD	92557-4827	MUNOZ JEFFREY L	23085 WESTERN RIDGE RD	MORENO V	92557	332.40	33.24	65.82	431.44
59881175007	264182005	684277	BONNER, AJA	23107	WESTERN RIDGE RD	92557-4828	RAMIREZ JOSE	23107 WESTERN RIDGE RD	MORENO V	92557	255.40	25.54	50.57	331.50
31274835000	264182013	684277	CAMPOS, LISA	23291	WESTERN RIDGE RD	92557-4818	CAMPOS CARLOS T	23291 WESTERN RIDGE RD	MORENO V	92557	255.29	25.53	50.55	331.36
31443935000	264211005	684277	WINSHIP, BRUCE	23391	WESTERN RIDGE RD	92557-4821	WINSHIP STEVEN	23391 WESTERN RIDGE RD	MORENO V	92557	83.40	8.34	16.51	108.24
89791093009	264212001	684277	TURJILLO, IVAN	23431	WESTERN RIDGE RD	92557-4823	TRUJILLO IVAN	23431 WESTERN RIDGE RD	MORENO V	92557	332.16	33.216	65.77	431.14
66693695008	291522021	684277	NASH, JOHN	22600	WESTLAKE DR	92553-7873	OKHAREDIA EMMANUEL	12625 FREDERICK ST STE 15	MORENO V	92553	191.66	19.17	37.95	248.76
97112185009	291523009	684277	MONTZ, DONALD	22617	WESTLAKE DR	92553-7875	MONTZ DONALD	22617 WESTLAKE DR	MORENO V	92553	230.18	23.018	45.58	298.76
92132005000	291523008	684277	EASON, MARCUS (RENT)	22627	WESTLAKE DR	92553-7875	ZONG GUIQIN	22627 WESTLAKE DR	MORENO V	92553	255.40	25.54	50.57	331.50
96342895004	291522036	684277	FLEMING, DENISE	22662	WESTLAKE DR	92553-7876	FLEMING DONALD	22662 WESTLAKE DR	MORENO V	92553	255.29	25.53	50.55	331.36
91649425006	291522039	684277	EPENESA, IETI (OWNR)	22698	WESTLAKE DR	92553-7876	EPENESA IETITAIA	22698 WESTLAKE DR	MORENO V	92553	255.40	25.54	50.57	331.50
72556635002	478400033	684277	DARBY, KEITH (OWNR)	13135	WEXFORD AVE	92555-6710	PEREZ LIBRADO YABUT	13135 WEXFORD AVE	MORENO V	92555	332.64	33.26	65.86	431.76
54511925008	478400027	684277	SPEARS, ERICA (OWNR)	13189	WEXFORD AVE	92555-6710	SPEARS DARRYL S	13189 WEXFORD AVE	MORENO V	92555	125.40	12.54	24.83	162.76
95589023004	312151003	684277	LOPEZ, JESUS (OWNR)	16628	WHIRLAWAY CIR	92551-2404	LOPEZ JESUS E	16628 WHIRLAWAY CIR	MORENO V	92551	255.40	25.54	50.57	331.50
90668513008	312151006	684277	BURKE, THOMAS	16652	WHIRLAWAY CIR	92551-2404	BURKE THOMAS F	16652 WHIRLAWAY CIR	MORENO V	92551	255.29	25.53	50.55	331.36
96300765009	312151007	684277	JARAMILLO, RENE	16653	WHIRLAWAY CIR	92551-2404	JARAMILLO DESIREE V	16653 WHIRLAWAY CIR	MORENO V	92551	132.40	13.24	26.22	171.84
92909575001	264144043	684277	HURTADO, MIREYA	23570	WHISPERING WINDS W	92557-6223	NGUYEN DUNG TRI	16326 NOUNT NUMBUS	FOUNTAIN	92708	406.09	40.61	80.41	527.10
66794595005	264144031	684277	LOPEZ, CYNTHIA (RENT)	23575	WHISPERING WINDS W	92557-6224	MACIAS JUAN G	23575 WHISPERING WINDS WAY	MORENO V	92557	68.50	6.85	13.56	88.90
58817945001	264144033	684277	BROWN, KEIANYA	23591	WHISPERING WINDS W	92557-6224	BROWN KEIANYA Y	23591 WHISPERING WINDS WAY	MORENO V	92557	255.29	25.53	50.55	331.36
84440685004	264143027	684277	AVILA, GLORIA	23606	WHISPERING WINDS W	92557-6223	SHEHATA MOHIB	23606 WHISPERING WINDS WAY	MORENO V	92557	255.40	25.54	50.57	331.50
59257805008	264144036	684277	SERRANO, ALMA	23615	WHISPERING WINDS W	92557-6225	VEJAR GUADALUPE	23615 WHISPERING WINDS WAY	MORENO V	92557	245.52	24.55	48.61	318.68
31604645008	264143025	684277	SANTOS, MAX AND DIANE (OWNR	23622	WHISPERING WINDS W	92557-6223	SANTOS DIANE V	23622 WHISPERING WINDS WAY	MORENO V	92557	255.29	25.53	50.55	331.36
96407355008	264144038	684277	PROVENZANO, JOANNA	23631	WHISPERING WINDS W	92557-6225	PROVENZANO JOANNA	23631 WHISPERING WINDS WAY	MORENO V	92557	63.96	6.40	12.66	83.02
86534013003	264144042	684277	DAVIS, LEROY (RENT)	23659	WHISPERING WINDS W	92557-6225	JOHN ADAM INV	10161 BOLSA AVE NO 204C	WESTMINS	92683	564.94	56.49	111.86	733.28
80966295004	479472010	684277	HAEGER, CHERYL	25252	WHITE BIRCH LN	92553-4398	HAEGER STEPHEN J C	25252 WHITE BIRCH LN	MORENO V	92553	255.29	25.53	50.55	331.36
91557603003	479472013	684277	LOPEZ, CARLOS	25275	WHITE BIRCH LN	92553-4398	LOPEZ CARLOS E	25275 WHITE BIRCH LN	MORENO V	92553	63.96	6.40	12.66	83.02
97122965004	479473032	684277	ROSALES, CESAR	25321	WHITE BIRCH LN	92553-6501	ROSALES CESAR	25321 WHITE BIRCH LN	MORENO V	92553	255.29	25.53	50.55	331.36
31159725006	479473031	684277	ROMERO, MINERVA (OWNR)	25337	WHITE BIRCH LN	92553-6501	ROMERO DAVID ANTHONY	25337 WHITE BIRCH LN	MORENO V	92553	128.14	12.81	25.37	166.32
31461075002	479473030	684277	ZAVALA, DIEGO AND ADRIANA	25345	WHITE BIRCH LN	92553-6501	YEPEZ ADRIANA ZAVALA	25345 WHITE BIRCH LN	MORENO V	92553	255.29	25.53	50.55	331.36
31267955008	479473021	684277	MORALES, ALFREDO	25437	WHITE BIRCH LN	92553-6503	MORALES ALFREDO	25437 WHITE BIRCH LN	MORENO V	92553	255.29	25.53	50.55	331.36
31331445000	486505012	684277	OCAMPO, ROBERT (OWNR)	14726	WHITE BOX LN	92555-4734	OCAMPO ROBERTO	14726 WHITE BOX LN	MORENO V	92555	137.68	13.768	27.26	178.7
92301875008	486520008	684277	BURNS, THOMAS	14751	WHITE BOX LN	92555-4734	SECRETARY HOUSING & URBAN DEV OF	4400 WILL ROGERS STE 300	OKLAHOM	73108	255.18	25.518	50.53	331.22
95856835007	486523010	684277	BANUELOS, ANDY	14811	WHITE BOX LN	92555-4735	BANUELOS ANDREW	14811 WHITE BOX LN	MORENO V	92555	71.03	7.10	14.06	92.18
92262185007	486522001	684277	BAILEY, FRANCIS (RENT)	14822	WHITE BOX LN	92555-4735	GOODE CARLIN	14822 WHITE BOX LN	MORENO V	92555	255.40	25.54	50.57	331.50
31242185008	486523009	684277	MARTIN, KIMBERLY	14823	WHITE BOX LN	92555-4735	MARTIN MACK	14823 WHITE BOX LN	MORENO V	92555	255.29	25.53	50.55	331.36
94898703007	486522003	684277	WATSON, KRISTINA (RENT)	14846	WHITE BOX LN	92555-4735	BELTRAN ERLINDA	14846 WHITE BOX LN	MORENO V	92555	255.40	25.54	50.57	331.50
97617115002	486522006	684277	LONG, LISA (OWNR)	14892	WHITE BOX LN	92555-4736	LONG LISA	14892 WHITE BOX LN	MORENO V	92555	289.81	28.98	57.38	376.16
96389113009	488270003	684277	STALDER, SUSAN	28063	WHITE SAND TRL	92555-5400	STALDER CHARLES SPENCER	28063 WHITE SAND TR	MORENO V	92555	212.98	21.30	42.17	276.44
98183035011	488270004	684277	SMITH, EMILY (RENT)	28089	WHITE SAND TRL	92555-5400	DOUGHERTY ROBERT	28089 WHITE SAND TR	MORENO V	92555	103.91	10.391	20.57	134.86
58832935002	488270009	684277	BROOKS, DONOVAN	28090	WHITE SAND TRL	92555-5400	BROOKS DONOVAN W	28090 WHITE SAND TR	MORENO V	92555	332.40	33.24	65.82	431.44
31102245007	484181023	684277	HERNANDEZ, KATHLEEN	25780	WHITE WOOD CIR	92553-4956	PEREZ JOSHUA	25780 WHITE WOOD CIR	MORENO V	92553	116.98	11.70	23.16	151.84
97997065018	484182016	684277	ASHLEY, LYNNE	25801	WHITE WOOD CIR	92553-4957	ASHLEY DANIEL A	12285 DEEP VALLEY TR	MORENO V	92555	127.59	12.759	25.26	165.6
87583805003	484181026	684277	DWIGGINS, HINEDINA (OWNR)	25810	WHITE WOOD CIR	92553-2930	DWIGGINS JAMES S	25810 WHITE WOOD CIR	MORENO V	92553	128.14	12.81	25.37	166.32
95917465004	484162025	684277	WOODS, LATISHA	25840	WHITE WOOD CIR	92553-4976	DANG PETER XUAN	13357 STADIUM WAY	MORENO V	92555	255.40	25.54	50.57	331.50
88[illegible]675003	484162020	684277	FLORES, SANDRA	25890	WHITE WOOD CIR	92553-4976	RUIZ SERGIO	P O BOX 775	TUSTIN CA	92781	63.96	6.40	12.66	83.02

31258445005	484162019	684277	ALTHERR, CHRISTOPHER (OWNR)	25900	WHITE WOOD CIR	92553-2932	DUE OVER	220 NEWPORT CENTER NO 11	NEWPORT	92660	263.40	26.34	52.15	341.88
88233935007	484163009	684277	JOHNSON, MACK	25909	WHITE WOOD CIR	92553-4979	JOHNSON MACK ARTHUR	25909 WHITE WOOD CIR	MORENO V	92553	255.29	25.53	50.55	331.36
31565645001	484163011	684277	VAOVASA, NUMI (TENANT)	25921	WHITE WOOD CIR	92553-4979	JACKSON MARILYN	7826 CREEK SHORE WAY	STONEY BE	21226	246.19	24.62	48.75	319.54
70312295003	484164016	684277	CHANEY, DEAN D	25950	WHITE WOOD CIR	92553-4977	CHANEY DEAN D	25950 WHITE WOOD CIR	MORENO V	92553	155.29	15.53	30.75	201.56
94161775005	484163014	684277	HERNANDEZ, JOSE LUIS	25951	WHITE WOOD CIR	92553-4979	HERNANDEZ JOSE LUIS	25951 WHITE WOOD CIR	MORENO V	92553	255.29	25.53	50.55	331.36
31301215001	484163015	684277	MILLER, BRAD T	25961	WHITE WOOD CIR	92553-4979	MILLER BRAD	25961 WHITE WOOD CIR	MORENO V	92553	255.18	25.518	50.53	331.22
31290005000	296083036	684277	KLOSINSKI, MARY AND JOHN	23648	WHITEOWL CT	92553-5686	KLOSINSKI JOHN R	23648 WHITEOWL CT	MORENO V	92553	255.29	25.53	50.55	331.36
54290005002	296083029	684277	REEVE, MELISSA (OWNR)	23707	WHITEOWL CT	92553-2202	REEVE ADAM	23707 WHITEOWL CT	MORENO V	92553	255.40	25.54	50.57	331.50
92970255000	259411008	684277	BABATUNDE, FEMI	9783	WHITEWATER RD	92557-1852	BABATUNDE FEMI JAMES	9783 WHITEWATER RD	MORENO V	92557	255.29	25.53	50.55	331.36
95855695008	259411016	684277	SANCHEZ, JAVIER	9822	WHITEWATER RD	92557-1854	SANCHEZ JAVIER	9822 WHITEWATER RD	MORENO V	92557	255.29	25.53	50.55	331.36
96593695004	259411021	684277	WARD, BRYAN (OWNR)	9892	WHITEWATER RD	92557-1854	WARD BRYAN	9892 WHITEWATER RD	MORENO V	92557	256.05	25.61	50.70	332.34
93014595005	259414022	684277	GERREN, JAMAL	9909	WHITEWATER RD	92557-1856	GERREN JAMAL M	9909 WHITEWATER RD	MORENO V	92557	255.40	25.54	50.57	331.50
92732845001	259414019	684277	BARNES, CHRISTY	9965	WHITEWATER RD	92557-1865	BARNES CHRISTY	9965 WHITEWATER RD	MORENO V	92557	191.77	19.18	37.97	248.90
91858143002	259413001	684277	AJIRI, JOSHUA (RENT)	10025	WHITEWATER RD	92557-1857	MILLARD FRANK LEWIS	10025 WHITEWATER RD	MORENO V	92557	455.05	45.51	90.10	590.64
91573925003	260372035	684277	MARTINEZ, JOSE	10050	WHITEWATER RD	92557-1858	COLFIN A1 CA 4	24682 DEL PRADO NO 200	DANA POI	92629	469.94	46.99	93.05	609.98
92422785001	487360048	684277	CRISTMAS, TERRY (RENT)	13011	WICHITA WAY	92555-2431	FLORENCE RANDY C	13011 WICHITA WAY	MORENO V	92555	255.40	25.54	50.57	331.50
31278685002	487361002	684277	ROMO, VIOLETA	13020	WICHITA WAY	92555	ROMO VIOLETA	13020 WICHITA WAY	MORENO V	92555	255.40	25.54	50.57	331.50
94748085004	487360042	684277	MORA, VERONICA	13071	WICHITA WAY	92555-2431	MEDINA ERNESTO	13071 WICHITA WAY	MORENO V	92555	255.18	25.518	50.53	331.22
90046723003	487360041	684277	SCHIELDS, NANCY	13081	WICHITA WAY	92555-2432	SANDOVAL TAMMY	13081 WICHITA WAY	MORENO V	92555	128.64	12.86	25.47	166.96
95058545001	487361012	684277	BRITTMON, MICHELLE (OWNR)	13120	WICHITA WAY	92555-2429	BRITTMON MICHELLE J	13120 WICHITA WAY	MORENO V	92555	255.40	25.54	50.57	331.50
92635813002	487360039	684277	NATIVIDAD, LYDIA	13131	WICHITA WAY	92555-2433	SOLOMON GREG A	13131 WICHITA WAY	MORENO V	92555	255.40	25.54	50.57	331.50
31315775003	474533004	684277	LANE, JUDY	24553	WILD CALLA DR	92557-4109	LANE JUDY M	24553 WILD CALLA DR	MORENO V	92557	218.92	21.89	43.35	284.14
58028075007	474532015	684277	BANDURA, NANCY	24574	WILD CALLA DR	92557-4108	BANDURA NANCY J	24574 WILD CALLA DR	MORENO V	92557	255.29	25.53	50.55	331.36
92772913002	474534013	684277	SPIKES, TRACY	24603	WILD CALLA DR	92557-4110	SPIKES GERALD	590 OVERLEAF WAY	SAN JACIN	92582	184.25	18.43	36.48	239.14
92470695009	474532019	684277	HENDERSON, TIMOTHY	24618	WILD CALLA DR	92557-4108	BRENNAN REGINA E	2879 OLD GRAVENSTEIN HWY	SEBASTOP	95472	312.49	31.25	61.87	405.60
31360005001	474532020	684277	SANCHEZ, ERIC (RENT)	24628	WILD CALLA DR	92557-4111	LOPEZ FRANCISCO	24628 WILD CALLA DR	MORENO V	92557	255.40	25.54	50.57	331.50
31452375008	474532024	684277	HALL, PAMELA	24670	WILD CALLA DR	92557-4111	COLLINS DEBORAH LOUISE	24670 WILD CALLA DR	MORENO V	92557	255.18	25.518	50.53	331.22
31531605001	474532027	684277	PASKEL, PATRICIA A	24700	WILD CALLA DR	92557-4111	RICHARDS STEVEN W	24700 WILD CALLA DR	MORENO V	92557	255.40	25.54	50.57	331.50
82334445002	474534002	684277	FANSEGA, BECKY	24719	WILD CALLA DR	92557-4112	FANSEGA PAUL	24719 WILD CALLA DR	MORENO V	92557	255.29	25.53	50.55	331.36
31518585002	264132014	684277	MILLER, DUANE	11842	WILD FLAX LN	92557-6226	MARSH STEPHANIE ANN	24571 SKYLAND DR	MORENO V	92557	127.59	12.76	25.26	165.60
93753475003	264131033	684277	UTRERES, CHRISTINE	11845	WILD FLAX LN	92557-6227	DIAZ MARISOL	11845 WILD FLAX LN	MORENO V	92557	23.96	2.40	4.74	31.10
62513485006	264143041	684277	HORN, TIMOTHY	11866	WILD FLAX LN	92557-6226	NGUYEN DE GIA	3622 MYRTLE ST	IRVINE CA	92606	255.18	25.518	50.53	331.22
82217055000	264144016	684277	HORN, LATOYA	11883	WILD FLAX LN	92557-6228	NGUYEN DE GIA	3622 MYRTLE ST	IRVINE CA	92606	255.29	25.53	50.55	331.36
63094865006	264143035	684277	BRYANT, DONNA	11914	WILD FLAX LN	92557-6226	BRYANT DONNA M	11914 WILD FLAX LN	MORENO V	92557	155.29	15.53	30.75	201.56
66683445002	264144022	684277	ESCLOVON, MARY	11921	WILD FLAX LN	92557-6228	SEIPATTIRATU MICKS REIN	11921 WILD FLAX LN	MORENO V	92557	255.18	25.518	50.53	331.22
93981255006	264143034	684277	TAPUPU, JAKOB (RENT)	11922	WILD FLAX LN	92557-6226	DENKERS INV INC	1778 W CHALET AVE	ANAHEIM	92804	105.40	10.54	20.87	136.8
75022345003	264144023	684277	KELLY, BRIAN	11927	WILD FLAX LN	92557-6228	KELLY WILLIAM	11927 WILD FLAX LN	MORENO V	92557	167.04	16.70	33.07	216.80
94427865001	264271003	684277	BISHOP, RICHARD	22786	WILD GERANIUM LN	92557-6018	BISHOP RICHARD	22786 WILD GERANIUM LN	MORENO V	92557	255.29	25.53	50.55	331.36
91481765002	264261027	684277	FITHIAN, ALINA	22865	WILD GERANIUM LN	92557-6019	FITHIAN BRIAN	22865 WILD GERANIUM LN	MORENO V	92557	255.29	25.53	50.55	331.36
94485455005	488140032	684277	ARMSTRONG, CHRIS (OWNR)	13067	WILD SAGE LN	92555-4529	BACK HOME LOANS SERVICING	1800 TAPO CANYON SV2202	SIMI VALLE	93063	191.77	19.18	37.97	248.90
31150635004	485201023	684277	OLMO, ROSA (RENT)	24307	WILDWOOD ST	92551-6923	KYAW THEIN	441 W FOOTHILL BLV	ARCADIA	91006	332.64	33.26	65.86	431.76
64502025004	485201025	684277	SHAW, MERIDITH	24327	WILDWOOD ST	92551-6923	RMS RESIDENTIAL PROP	7255 BAYMEADOWS WAY	JACKSONV	32256	382.86	38.29	75.81	496.94
66735575002	485201026	684277	SANDOVAL, NASARIO (OWNR)	24337	WILDWOOD ST	92551-6923	SANDOVAL NASARIO	24337 WILDWOOD ST	MORENO V	92551	100.00	10.00	19.80	129.80
83643975003	485201027	684277	PATTERSON, CLARENCE	24347	WILDWOOD ST	92551-6923	PATTERSON FANNIE	24347 WILDWOOD ST	MORENO V	92551	332.40	33.24	65.82	431.44
74672675006	485201028	684277	HAUFIA, VISESIO (RENT)	24357	WILDWOOD ST	92551-6923	NUNO OSCAR R	24357 WILDWOOD ST	MORENO V	92551	222.08	22.21	43.97	288.24
94836703007	485201033	684277	BURNS, CHANKA	24407	WILDWOOD ST	92551-6925	MCCOY JAMAL	24407 WILDWOOD ST	MORENO V	92551	332.40	33.24	65.82	431.44
86551643005	485201039	684277	ROSE, HILDA	24467	WILDWOOD ST	92551-6925	ROSE HILDA	24467 WILDWOOD ST	MORENO V	92551	332.40	33.24	65.82	431.44
75006235009	482632026	684277	CABRERA, ISIDRO (RENT)	24616	WILLET LN	92553-3817	JAMES ROBERT	24616 WILLET LN	MORENO V	92553	255.29	25.53	50.55	331.36
31217415007	482633006	684277	NICHOLS, JESSICA (RENT)	24645	WILLET LN	92553-3827	BERGMANN BELOLA ANN	24645 WILLET LN	MORENO V	92553	81.21	8.121	16.08	105.4
91860443005	482632029	684277	REYES, MAYKELIN (RENT)	24646	WILLET LN	92553-3817	VERA GUSTAVO	291 E WASHINGTON BLV	PASADENA	91104	191.52	19.15	37.92	248.58
31078525000	482633005	684277	WALCHES, ELIZABETH	24655	WILLET LN	92553-3827	WALTERS ELIZABETH M	24655 WILLET LN	MORENO V	92553	255.18	25.518	50.53	331.22
94201135004	482633004	684277	GRANT, CHARLENE	24667	WILLET LN	92553-3827	GRANT CHARLENE HELEN	24667 WILLET LN	MORENO V	92553	332.64	33.26	65.86	431.76
91319645000	482632032	684277	CHACON, MIKE AND ROSE (RENT)	24676	WILLET LN	92553-3817	SOTO LOUIS	24676 WILLET LN	MORENO V	92553	255.40	25.54	50.57	331.50
31354625004	482632034	684277	YANEZ, JOSE R	24696	WILLET LN	92553-3817	YANEZ JOSE R	2925 VIA SAN CARLO	MONTEBE	90640	117.76	11.78	23.32	152.84
88754125002	478176003	684277	HARKINS, JEFF	28835	WILLIAMS AVE	92555-8231	HARKINS SANDRA	28835 WILLIAMS AVE	MORENO V	92555	60.30	6.03	11.94	78.26
96344425009	478175003	684277	BANUELOS, NANCY (RENT)	28889	WILLIAMS AVE	92555-8231	CAMBEROS DAISY	28889 WILLIAMS AVE	MORENO V	92555	138.64	13.86	27.45	179.94
31465385008	478182036	684277	CLARK, GEORGE	29111	WILLIAMS AVE	92555-8316	CLARK BARBARA J	29111 WILLIAMS AVE	MORENO V	92555	128.03	12.80	25.35	166.18
98360365015	478182056	684277	GESS, SHERI	29125	WILLIAMS AVE	92555-8316	GESS TERRY L	29125 WILLIAMS AVE	MORENO V	92555	255.18	25.518	50.53	331.22
96080165003	478182041	684277	HARRIS, HIROMI JOHN	29215	WILLIAMS AVE	92555-8322	HARRIS HIROMI JOHN	29215 WILLIAMS AVE	MORENO V	92555	27.59	2.76	5.46	35.80
31509675002	475200048	684277	FRAUSTO, ALICIA (OWNR)	24374	WILLIS LN	92557-6307	MARSHALL RESIDENTIAL PROP	14305 CORPORATE WAY	MORENO V	92553	141.77	14.18	28.07	184.00
92579655005	475200047	684277	BROWN, LONNA	24378	WILLIS LN	92557-6307	DOUMIT KRYSTAL	24378 WILLIS LN	MORENO V	92557	255.40	25.54	50.57	331.50
31062145004	475200046	684277	MC FARLAND, DEANNA K	24379	WILLIS LN	92557-6308	GITTINS RANDY	P O BOX 1244	MORENO V	92553	328.71	32.87	65.08	426.66
56058465004	475200045	684277	SANDERS, DEANNA	24423	WILLIS LN	92557-6308	HESS PAUL E	24423 WILLIS LN	MORENO V	92557	63.96	6.40	12.66	83.02
93088973009	484042037	684277	SANDOVAL, SUSAN (OWNR)	14159	WILLOUGHBY RD	92553-4448	FLORES JULIO	14159 WILLOUGHBY RD	MORENO V	92553	54.19	5.42	10.73	70.32
56087565002	484042035	684277	HUDSON, ESTHER (RENT)	14183	WILLOUGHBY RD	92553-4448	HO DAT SHING	6620 N VISTA ST	SAN GABR	91775	222.16	22.22	43.99	288.36

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89756113008	484042044	684277	GARCIA, GABRIEL	14184	WILLOUGHBY RD	92553-4449	LOPEZ MARGARITA GARCIA	14184 WILLOUGHBY RD	MORENO V	92553	332.40	33.24	65.82	431.44
90869735006	484042034	684277	MARTINEZ, WILLIAM (RENT)	14195	WILLOUGHBY RD	92553-4400	KACZMAREK JOHN W	26121 VIA MAREJADA	MISSION V	92691	197.13	19.713	39.03	255.86
92518155008	260222007	684277	KEMP, DAMON (OWNR)	10608	WILLOW CREEK RD	92557-2906	THR CALIF	291 CORPORATE TERRACE CIR	CORONA (	92879	255.29	25.53	50.55	331.36
88655305003	260211009	684277	CHAVEZ, LATISHA (RENT)	10609	WILLOW CREEK RD	92557-2953	SINGH CAROL N	P O BOX 1351	MORENO V	92556	127.26	12.726	25.20	165.18
31102145008	260222006	684277	CHAPMAN, KATHY	10616	WILLOW CREEK RD	92557-2906	CHAPMAN KATHLEEN J	10616 WILLOW CREEK RD	MORENO V	92557	255.29	25.53	50.55	331.36
66751285000	260211006	684277	SAMANO, NANCY (OWNR)	10639	WILLOW CREEK RD	92557-2953	SAMANO NANCY	10639 WILLOW CREEK RD	MORENO V	92557	63.96	6.40	12.66	83.02
92853965009	260222001	684277	AMADOR, DAVID	10666	WILLOW CREEK RD	92557-2906	AMADOR DAVID	10666 WILLOW CREEK RD	MORENO V	92557	332.40	33.24	65.82	431.44
96541305005	260211001	684277	CRONER, BERT (OWNR)	10689	WILLOW CREEK RD	92557-2953	CRONER BERT E	P O BOX 10101	MORENO V	92552	66.77	6.68	13.22	86.66
94712413001	486512003	684277	WINSTED, ANTHONY AND DEBRA	14575	WILLOW LEAF RD	92555-4758	WINSTEAD ANTHONY D	14575 WILLOW LEAF	MORENO V	92555	255.29	25.53	50.55	331.36
94265323009	486512002	684277	HAGE, CLAY	14591	WILLOW LEAF RD	92555-4759	HAGE CLAYTON P	14591 WILLOW LEAF RD	MORENO V	92555	127.92	12.792	25.33	166.04
74196735004	486511012	684277	ALVARADO, GEORGINA	14598	WILLOW LEAF RD	92555-4759	ALVARADO ARTURO	14598 WILLOW LEAF RD	MORENO V	92555	255.29	25.53	50.55	331.36
31451225002	486503014	684277	MANUEL-SCOTT, BILLIE	14627	WILLOW LEAF RD	92555-4759	SCOTT BILLIE MANUEL	14627 WILLOW LEAF RD	MORENO V	92555	255.29	25.53	50.55	331.36
61034485004	486503012	684277	COOK, TOM AND ROBERTA (OWN	14651	WILLOW LEAF RD	92555-4759	COOK ROBERTA	14651 WILLOW LEAF RD	MORENO V	92555	313.44	31.34	62.06	406.84
95014153005	486510017	684277	CORONA, ALMA	27314	WILLOW LEAF RD	92555-4755	RODRIGUEZ EZEQUIEL	27314 WILLOW LEAF RD	MORENO V	92555	255.29	25.53	50.55	331.36
96216335008	486503013	684277	GALVEZ, EULALIO	27369	WILLOW LEAF RD	92555-4756	AHRARI GHAZALA	14639 WILLOW LEAF RD	MORENO V	92555	125.12	12.51	24.77	162.40
88932593005	486512008	684277	HUGHES, MARLON	27397	WILLOW LEAF RD	92555-4756	HERNANDEZ JOSE I	506 E CAMILE	SANTA AN	92701	275.64	27.564	54.58	357.78
31110435000	474433002	684277	COWAN, TERRY	24424	WILLOW RUN RD	92557-4024	COWAN TERRY N	24424 WILLOW RUN RD	MORENO V	92557	256.06	25.61	50.70	332.36
31464315006	474433011	684277	DAHLQUIST, RICHARD	24461	WILLOW RUN RD	92557-4024	NOVAK KAREL	P O BOX 6599	LA QUINTA	92248	222.71	22.271	44.10	289.06
31269505009	479363018	684277	GONZALEZ, LINDA	12510	WILLOW TREE AVE	92553-4758	GONZALEZ RODOLFO	12510 WILLOW TREE AVE	MORENO V	92553	255.40	25.54	50.57	331.50
91585965008	479362026	684277	PINEDA, MICHELLA (OWNR)	12511	WILLOW TREE AVE	92553-4758	PINEDA MICHELLA	12511 WILLOW TREE AVE	MORENO V	92553	154.54	15.45	30.60	200.58
92196255002	479362032	684277	MANRIQUEZ, RAUL M	12589	WILLOW TREE AVE	92553-4758	MANRIQUEZ RAUL M	12589 WILLOW TREE AVE	MORENO V	92553	255.29	25.53	50.55	331.36
96789115000	479363011	684277	MENDOZA, JACKIE (OWNR)	12600	WILLOW TREE AVE	92553-4759	MENDOZA JACQUELINE L	12600 WILLOW TREE AVE	MORENO V	92553	255.40	25.54	50.57	331.50
90164353001	479362037	684277	MURRAY, JAMES (RENT)	12653	WILLOW TREE AVE	92553-4760	CHAMBERS RAY	12653 WILLOW TREE AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31107505001	479363008	684277	LOPEZ, MARCIAL	12658	WILLOW TREE AVE	92553-4759	GREENWOOD CAPITAL	23790 CEDAR CREEK TERR	MORENO V	92557	255.18	25.518	50.53	331.22
31474315005	479363007	684277	JOHNSON, LEZETTE	12668	WILLOW TREE AVE	92553-4759	JOHNSON LEZETTE R	12668 WILLOW TREE AVE	MORENO V	92553	255.29	25.53	50.55	331.36
83895965001	479363001	684277	HARPER, HENRY	12674	WILLOW TREE AVE	92553-4759	HARPER NANCY LEE	12674 WILLOW TREE AVE	MORENO V	92553	332.40	33.24	65.82	431.44
88566025001	479363005	684277	GONZALEZ, RAMON	12724	WILLOW TREE AVE	92553-4784	GONZALEZ RAMON	12724 WILLOW TREE AVE	MORENO V	92553	45.98	4.60	9.10	59.68
31139965007	479363006	684277	COLUNGA, RACHELLE	12738	WILLOW TREE AVE	92553-4784	COLUNGA ADRIAN E	12738 WILLOW TREE AVE	MORENO V	92553	55.29	5.53	10.95	71.76
96231755008	479351008	684277	RAMSDEN, ELIZABETH	12785	WILLOW TREE AVE	92553-4748	RAMSDEN ELIZABETH	12785 WILLOW TREE AVE	MORENO V	92553	255.29	25.53	50.55	331.36
60315965007	479352015	684277	DE LA ROSA, FELIPE (RENT)	12786	WILLOW TREE AVE	92553-4739	ROJAS JOSE D	12786 WILLOW TREE AVE	MORENO V	92553	255.40	25.54	50.57	331.50
92768645007	487242004	684277	JACOBS, LOUIS	12588	WILLOWBROOK LN	92555-3508	JACOBS LOUIS J	12588 WILLOWBROOK LN	MORENO V	92555	34.88	3.49	6.91	45.26
60306715009	487243002	684277	BOGIN, LATANYA (OWNR)	12638	WILLOWBROOK LN	92555-3509	YI HYUN CHUL	12638 WILLOWBROOK LN	MORENO V	92555	66.52	6.65	13.17	86.34
31527795009	487241009	684277	CARILLO, MARIA	12675	WILLOWBROOK LN	92555-3510	CARRILLO ISRAEL F	12675 WILLOWBROOK LN	MORENO V	92555	332.40	33.24	65.82	431.44
31506535008	487243006	684277	HUERTA, AARON	12678	WILLOWBROOK LN	92555-3509	HUERTA AARON N	12678 WILLOWBROOK LN	MORENO V	92555	255.29	25.53	50.55	331.36
93378923005	487303019	684277	THOMAS, JOHN (OWNR)	26460	WILLOWDALE CT	92555-2357	LOUDEN	620 NEWPORT DR NO 800	NEWPORT	92660	63.96	6.40	12.66	83.02
31459105000	487303012	684277	HERNANDEZ, CARMEN	26475	WILLOWDALE CT	92555-2325	HERNANDEZ MANUEL	26475 WILLOWDALE CT	MORENO V	92555	82.16	8.216	16.27	106.64
31514775001	487303016	684277	JACKSON, FRANK	26490	WILLOWDALE CT	92555-2357	JACKSON FRANK	26490 WILLOWDALE CT	MORENO V	92555	46.12	4.612	9.13	59.86
94884185006	487303014	684277	GARCIA, MARIA AND ARTURO (RE	26495	WILLOWDALE CT	92555-2325	NGUYEN THI LE DUNG	6178 JAMES ALAN ST	CYPRESS (	90630	105.40	10.54	20.87	136.80
91862295002	304491016	684277	MURRELL, VICKIE	14772	WILLOWGROVE PL	92555-5746	QUACH HOA QUAN	3597 COUR DE CHARLES	SAN JOSE	95148	206.42	20.64	40.87	267.92
31165105003	304491017	684277	LIPATA, CHONA	14784	WILLOWGROVE PL	92555-5746	QUILATON MAURO B	27893 AUBURN LN	MORENO V	92555	255.40	25.54	50.57	331.50
31052745009	304491019	684277	MOSS, DWAYNE	14808	WILLOWGROVE PL	92555-5746	MOSS DWAYNE A	14808 WILLOWGROVE PL	MORENO V	92555	255.40	25.54	50.57	331.50
96192315005	482304007	684277	PEREZ, LAURA	14692	WILMA SUE ST	92553-2432	PEREZ IGNACIO	14692 WILMA SUE ST	MORENO V	92553	255.40	25.54	50.57	331.50
97020603006	478280003	684277	BENNETT, ROCELIUS	13550	WILMOT ST	92555-8233	BENNETT ROCELIOUS	13550 WILMOT ST	MORENO V	92555	255.29	25.53	50.55	331.36
31198985009	478290016	684277	NELSON, LINDA K	13669	WILMOT ST	92555-8236	NELSON LINDA KAY	P O BOX 2260	JASPER OF	97438	326.45	32.65	64.64	423.72
31439285004	478290015	684277	MENDOZA, MARISA	13689	WILMOT ST	92555-8236	MENDOZA LYDIA M	13689 WILMOT ST	MORENO V	92555	332.40	33.24	65.82	431.44
31643515003	478100033	684277	OROZCO, DEBORAH	14191	WILMOT ST	92555-6927	OROZCO DEBORAH A	21784 BAY AVE	MORENO V	92553	255.40	25.54	50.57	331.50
94878003006	475210014	684277	ESPARZA, RENEE (RENT)	24726	WILSON PL	92557-6425	ACEVES ANGEL	24726 WILSON PL	MORENO V	92557	142.71	14.271	28.26	185.22
31291095009	291533011	684277	KAPUR, JUSTIN	22729	WIMPOLE ST	92553-1831	KAPUR JUSTIN	22729 WIMPOLE ST	MORENO V	92553	127.92	12.792	25.33	166.04
73431515002	291543004	684277	URGA, ALEMAYEHU	22839	WIMPOLE ST	92553-1834	URGA ALEMAYEHU	22839 WIMPOLE ST	MORENO V	92553	140.29	14.03	27.78	182.08
95808455007	474522010	684277	BARROW, SONNY	24598	WIND FLOWER DR	92557-4125	SARIAN RAFFI	24598 WIND FLOWER DR	MORENO V	92557	159.11	15.91	31.50	206.52
91033155009	479517007	684277	RANDOLPH, THOMAS (RENT)	12232	WIND RIVER CIR	92557-7529	KAGAN MARSHALL J	12232 WIND RIVER CIR	MORENO V	92557	382.86	38.29	75.81	496.94
94919855009	487494004	684277	TAYLOR, ANIKA (RENT)	26047	WINDEMERE WAY	92555-2526	LITCHFIELD TIMOTHY V	315 S COAST HWY 101 U52	ENCINITAS	92024	287.14	28.71	56.85	372.70
91018213008	487493023	684277	ACEVEDO, HECTOR	26068	WINDEMERE WAY	92555-2525	ACEVEDO HECTOR G	26068 WINDEMERE WAY	MORENO V	92555	255.40	25.54	50.57	331.50
72545915006	487493020	684277	CLARK, DOROTHY J	26110	WINDEMERE WAY	92555-2516	CLARK DOROTHY J	26110 WINDEMERE WAY	MORENO V	92555	255.29	25.53	50.55	331.36
98332153008	487493019	684277	LEHMANN, BONNIE	26124	WINDEMERE WAY	92555-2516	LEHMANN BONNIE	26124 WINDEMERE WAY	MORENO V	92555	332.40	33.24	65.82	431.44
74888425001	487493018	684277	NAVA, MARIA	26138	WINDEMERE WAY	92555-2516	NAVA JOSE G	26138 WINDEMERE WAY	MORENO V	92555	332.40	33.24	65.82	431.44
96465715001	487494011	684277	LOZANO, BETHEL'ELISA	26145	WINDEMERE WAY	92555-2517	LOZANO BETHEL ELISA	26145 WINDEMERE WAY	MORENO V	92555	64.29	6.429	12.73	83.44
92474685003	488121010	684277	RODRIGUEZ JR, ADALBERTO	13063	WINDHAVEN DR	92555-4536	RODRIGUEZ ADALBERTO	13063 WINDHAVEN DR	MORENO V	92555	167.28	16.73	33.12	217.12
31174575006	488121011	684277	FIORILLO, ANTHONY (OWNR)	13075	WINDHAVEN DR	92555-4536	FIORILLO ANTHONY J	13075 WINDHAVEN DR	MORENO V	92555	255.40	25.54	50.57	331.50
93577235007	256254006	684277	GIBSON, MARILYN	21627	WINDING RD	92557-8526	WALKER BILLY J	21627 WINDING RD	MORENO V	92557	255.40	25.54	50.57	331.50
31334745001	256252004	684277	MOORE, STARLET (RENT)	21640	WINDING RD	92557-8507	XUE DONG	21732 EXTON WAY	LAKE FORE	92630	255.40	25.54	50.57	331.50
49750965001	256252008	684277	MUHAMMAD, DENZIL AND CYNTI	21672	WINDING RD	92557-8508	MUHAMMAD DENZIL W	21672 WINDING RD	MORENO V	92557	255.40	25.54	50.57	331.50
31489035002	256252009	684277	NARANJO, MINERVA	21680	WINDING RD	92557-8508	NARANJO JUAN	21680 WINDING RD	MORENO V	92557	66.65	6.665	13.20	86.5
31129885005	256222014	684277	WILSON, HAROLD	21761	WINDING RD	92557-8531	WILSON HAROLD E	21761 WINDING RD	MORENO V	92557	255.29	25.53	50.55	331.36
31566865002	256243012	684277	FOPPE, KEDRICK	21890	WINDING RD	92557-8510	FOPPE CRYSTAL	21890 WINDING RD	MORENO V	92557	255.40	25.54	50.57	331.50

31185855003	256244001	684277	CLARK ,REBECCA	21901	WINDING RD	92557-8552	NAVA ROBERT D	21901 WINDING RD	MORENO V	92557	348.92	34.89	69.09	452.88
96094365002	256244009	684277	WELCH, STEVEN	21931	WINDING RD	92557-8552	WELCH STEVEN E	21931 WINDING RD	MORENO V	92557	255.18	25.518	50.53	331.22
94007105001	256242035	684277	WILWANT, DANNY	21960	WINDING RD	92557-8512	WILWANT DANIEL L	21960 WINDING RD	MORENO V	92557	255.29	25.53	50.55	331.36
96779695009	256280018	684277	CRUZ SR, MIGUEL A	21969	WINDING RD	92557-8552	CRUZ MIGUEL A	28203 RIDGE VIEW DR	SANTA CLA	91387	183.21	18.32	36.28	237.80
31551635003	256280013	684277	FLORES, ISRAEL AND ALMA (RENT	21975	WINDING RD	92557-8552	TUDGE DIANE I	21975 WINDING RD	MORENO V	92557	63.96	6.40	12.66	83.02
90473213006	484092013	684277	RACHWITZ, MIKE	14274	WINDJAMMER DR	92553-4989	RACHWITZ MICHAEL J	14274 WINDJAMMER DR	MORENO V	92553	255.29	25.53	50.55	331.36
96010763004	484092012	684277	KIRBY, KRISTINA	14282	WINDJAMMER DR	92553-4989	GRAY DARLENE A	P O BOX 6042	MARCH AF	92518	182.65	18.27	36.16	237.06
94476735006	488133015	684277	OROZCO, MARIA	13153	WINDSONG RD	92555-4524	OROZCO MARIA D	13153 WINDSONG RD	MORENO V	92555	255.29	25.53	50.55	331.36
91099205000	308571015	684277	HODGES, LYNNSEY	26892	WINTER PARK PL	92555-4977	WEST JUAN P	26892 WINTER PARK PL	MORENO V	92555	212.48	21.25	42.07	275.78
93022013000	308572011	684277	COTTON, NATHAN (RENT)	26915	WINTER PARK PL	92555-4967	COTTON NATHAN	26915 WINTER PARK PL	MORENO V	92555	169.31	16.93	33.52	219.76
94011893007	308572008	684277	MURPHY, INGRID	26945	WINTER PARK PL	92555-4967	MURPHY INGRID	26945 WINTER PARK PL	MORENO V	92555	56.36	5.64	11.16	73.14
92266043008	308572001	684277	CANNON, EDWARD (OWNR)	27015	WINTER PARK PL	92555-4979	CANNON EDWARD	27015 WINTER PARK PL	MORENO V	92555	255.40	25.54	50.57	331.50
31266605004	479543006	684277	FLORES, LAURA	12833	WINTERBERRY DR	92553-4730	FLORES FELIPE C	12833 WINTERBERRY DR	MORENO V	92553	30.78	3.08	6.09	39.94
92959775004	479543005	684277	THERRIEN, XYLINA (OWNR)	12845	WINTERBERRY DR	92553-4730	THERRIEN XYLINA	12845 WINTERBERRY DR	MORENO V	92553	185.27	18.53	36.68	240.48
88423053008	479553011	684277	WILLIAMS, TAMIKA (RENT)	12894	WINTERBERRY DR	92553-4731	GARCIA IRENEO	P O BOX 14	NORCO CA	92860	191.77	19.18	37.97	248.90
31608415007	479553013	684277	REYES, RUBEN	12918	WINTERBERRY DR	92553-1228	REYES RUBEN F	12918 WINTERBERRY DR	MORENO V	92553	361.31	36.13	71.54	468.98
31247955000	479553019	684277	FERGUSON, LINDA (RENT)	12990	WINTERBERRY DR	92553-1228	HIPPOZE BULK INV	1627 VIA ROMA	CORONA C	92881	127.26	12.726	25.20	165.18
31290495007	264092026	684277	FLORES, ALEXANDRA	23788	WINTERGLEN CIR	92557-4914	FLORES EFRAIN	23788 WINTERGLEN CIR	MORENO V	92557	255.40	25.54	50.57	331.50
93589085003	264092024	684277	SOTO RAMOS, FABIOLA	23800	WINTERGLEN CIR	92557-4914	RAMOS GABRIEL	23800 WINTERGLEN CIR	MORENO V	92557	177.95	17.80	35.23	230.96
97169875004	482424002	684277	MENDOZA, MARIA	14762	WINTERGREEN ST	92553-5809	MENDOZA GERMAN	14762 WINTERGREEN ST	MORENO V	92553	255.29	25.53	50.55	331.36
31595305009	482424007	684277	LOPEZ, JESSE (RENT)	14816	WINTERGREEN ST	92553-3986	LOUDIN	5440 TRABUCO RD STE H200	IRVINE CA	92620	54.48	5.45	10.79	70.70
89835273006	482423022	684277	BROWN, FRANK	14841	WINTERGREEN ST	92553-3985	BROWN FRANKLIN	14841 WINTERGREEN ST	MORENO V	92553	501.33	50.13	99.26	650.72
74418545002	482423025	684277	KROT, CHRISTINA	14871	WINTERGREEN ST	92553-3985	ZEPEDA LUIS	14871 WINTERGREEN ST	MORENO V	92553	255.40	25.54	50.57	331.50
31294045004	482423026	684277	AVALOS, MARIA (RENTER)	14881	WINTERGREEN ST	92553-3985	DANG THANH	16706 BAYBERRY ST	FOUNTAIN	92708	314.66	31.47	62.30	408.42
74012995008	485061021	684277	LEEPER, HENRY (OWNR)	15043	WINTERGREEN ST	92551-4059	LEEPER HENRY R	P O BOX 1451	MORENO V	92556	255.18	25.518	50.53	331.22
89733793004	474532010	684277	BARNETT, MARK	24557	WISTERIA LN	92557-4105	BARNETT MARK	24557 WISTERIA LN	MORENO V	92557	255.29	25.53	50.55	331.36
31243575009	474531005	684277	BENITEZ, GABRIELA	24570	WISTERIA LN	92557-4104	HANSON JEREMY LOCKWOOD	24570 WISTERIA LN	MORENO V	92557	332.16	33.216	65.77	431.14
56139235001	474525007	684277	AINSWORTH, LATASHA	24665	WISTERIA LN	92557-4106	AINSWORTH LATASHA	24665 WISTERIA LN	MORENO V	92557	332.40	33.24	65.82	431.44
31054495007	474525004	684277	CAMPA, GENIVIVA	24699	WISTERIA LN	92557-4106	CAMPA GENOVEVA U	10406 SCRIPPS POWAY NO 89	SAN DIEGO	92131	295.08	29.51	58.43	383.00
75161645006	291624002	684277	MAYER, MICHAEL (RENT)	22019	WITCHHAZEL AVE	92553-6948	SONG JUN ZHAN	22019 WITCHHAZEL AVE	MORENO V	92553	88.21	8.82	17.47	114.48
75851965004	291623060	684277	PAFUNDI, AMBER (RENT)	22032	WITCHHAZEL AVE	92553-6947	CO MARCELO	22032 WITCHHAZEL AVE	MORENO V	92553	163.74	16.37	32.42	212.52
94828725000	291623004	684277	SONG, PETER (OWNR)	22155	WITCHHAZEL AVE	92553-6938	SONG PETER JAEGOO	22155 WITCHHAZEL AVE	MORENO V	92553	57.57	5.76	11.40	74.72
88603605000	291622013	684277	MALDONADO, LUIS (RENT)	22174	WITCHHAZEL AVE	92553-6937	TAFOYA JOSE LUIS	12688 WILLOWBROOK LN	MORENO V	92555	220.51	22.051	43.66	286.22
96635925005	291622012	684277	PELGONE, LORI (RENT)	22182	WITCHHAZEL AVE	92553-6937	BANK OF AMERICA	1800 TAPO CANYON SV2202	SIMI VALLE	93063	135.93	13.59	26.91	176.42
85915275000	291622011	684277	PAYAD, MICHELLE	22190	WITCHHAZEL AVE	92553-6937	PAYAD MICHELLE M	1661 WORTHINGTON RD	WEST PALI	33409	63.96	6.40	12.66	83.02
58400305000	291623013	684277	BRIDGES, VALERIE (RENT)	22227	WITCHHAZEL AVE	92553-6940	DINH DANG TO	711 S GREENLEAF CT APT J	BLOOMING	47403	90.68	9.07	17.95	117.70
91621605007	291623014	684277	AMER, NORMINIE	22235	WITCHHAZEL AVE	92553-6940	AMER ALEX M	22235 WITCHHAZEL AVE	MORENO V	92553	191.66	19.17	37.95	248.76
95346585001	291623015	684277	HILL, ANGELA (OWNR)	22243	WITCHHAZEL AVE	92553-6940	HILL PHILIP J	22243 WITCHHAZEL AVE	MORENO V	92553	91.77	9.18	18.17	119.10
92766473006	291620015	684277	DEL ROSARIO, ANN (RENT)	22278	WITCHHAZEL AVE	92553-6939	TORBETT BRIAN GEORGE	22278 WITCHHAZEL AVE	MORENO V	92553	91.77	9.18	18.17	119.10
31306245004	291620014	684277	PEREZ, LISA (RENT)	22288	WITCHHAZEL AVE	92553-6939	PEREZ LISA	22288 WITCHHAZEL AVE	MORENO V	92553	86.14	8.61	17.06	111.80
97523755007	291636042	684277	VALDEZ, RAFAEL	22314	WITCHHAZEL AVE	92553-6980	QUINTERO RUBEN	22314 WITCHHAZEL AVE	MORENO V	92553	255.40	25.54	50.57	331.50
31497235003	291636034	684277	WILLIAMS, DARRYLLYNN (RENT)	22378	WITCHHAZEL AVE	92553-6980	NGUYEN NHONG THI	22378 WITCHHAZEL AVE	MORENO V	92553	255.40	25.54	50.57	331.50
70927555003	291636033	684277	KENYON, EAN	22386	WITCHHAZEL AVE	92553-6980	KENYON EAN	22386 WITCHHAZEL AVE	MORENO V	92553	128.14	12.81	25.37	166.32
31504545001	291636028	684277	BURNS, LISA AND MATTHEW	22426	WITCHHAZEL AVE	92553-6973	ROMERO CARLOS R	22426 WITCHHAZEL AVE	MORENO V	92553	125.92	12.59	24.93	163.44
92644055003	291636027	684277	SANCHEZ, ZOILA	22434	WITCHHAZEL AVE	92553-6973	ZEPEDA DAVID	2097 WASHINGTON ST STE 1E	COLTON C	92324	255.40	25.54	50.57	331.50
99045473008	485101049	684277	VEGA, NORMA (RENT)	15297	WITCZAK CT	92551-4040	JTH REAL ESTATE	360 E 1ST ST NO 297	TUSTIN CA	92780	255.40	25.54	50.57	331.50
31654975003	485101051	684277	DE LA RIVA, ISAIS (ACTIVE)	15327	WITCZAK CT	92551-4077	DELARIVA ISAIAS	15327 WITCZAK CT	MORENO V	92551	255.29	25.53	50.55	331.36
31652395009	308511023	684277	SMITH, DERICK (OWNR)	16570	WITHERS WAY	92555-3343	SMITH DERICK A	16570 WITHERS WAY	MORENO V	92555	255.40	25.54	50.57	331.50

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31330395002	308511017	684277	SALAZAR, ANGELICA	16654	WITHERS WAY	92555-3343	SALAZAR ROBERTO	16654 WITHERS WAY	MORENO V	92555	164.29	16.429	32.53	213.24
91442533003	308511016	684277	BRADSHEAR, TASHIVA (RENT)	16670	WITHERS WAY	92555-3342	JENNY N HOMES	8136 WAGON WHEEL CT	ROSEMEAD	91770	332.18	33.218	65.77	431.16
31135195007	308511012	684277	GUDIEL, LUZ (OWNR)	16724	WITHERS WAY	92555-3342	ROJAS JOSEPH	16724 WITHERS WAY	MORENO V	92555	121.77	12.18	24.11	158.04
31647515004	296103012	684277	TORRES, BRENDA	23835	WOLCOTT DR	92553-3241	CONTRERAS WILFREDO	23835 WOLCOTT DR	MORENO V	92553	155.51	15.55	30.79	201.84
81970575006	296103015	684277	ASENDORF, CHARMAN	23865	WOLCOTT DR	92553-3241	ASENDORF JAMES	23865 WOLCOTT DR	MORENO V	92553	255.18	25.518	50.53	331.22
1.01706E+11	479553027	684277	PRUDHOMME, GERALD (OWNR)	25861	WOLFBERRY DR	92553-4735	PRUDHOMME GERALD	25861 WOLFBERRY DR	MORENO V	92553	255.29	25.53	50.55	331.36
31131895009	479554002	684277	MOJICA, JORGE	25862	WOLFBERRY DR	92553-4734	ESCOBEDO MARIA DEL CARMEN	25862 WOLFBERRY DR	MORENO V	92553	255.18	25.518	50.53	331.22
96509955005	479554005	684277	ZHAO, KERNE	25898	WOLFBERRY DR	92553-4734	ZHAO KERN	25898 WOLFBERRY DR	MORENO V	92553	183.21	18.32	36.28	237.80
31593895000	479553023	684277	GUEVARA, LINDA (OWNR)	25909	WOLFBERRY DR	92553-1231	GUEVARA BERNARDO	12054 FLINTLOCK TR	MORENO V	92557	128.14	12.81	25.37	166.32
58838175008	479554007	684277	SMITH, ROBERT A	25922	WOLFBERRY DR	92553-1230	SMITH ROBERT A	25922 WOLFBERRY DR	MORENO V	92553	255.18	25.518	50.53	331.22
55297665007	487184033	684277	HOLMES, KAREN AND EARL	12410	WOLVERINE CIR	92555-2033	HOLMES KAREN E	12410 WOLVERINE CIR	MORENO V	92555	255.29	25.53	50.55	331.36
95575445005	487184035	684277	BURNS, JESSE (RENT)	12450	WOLVERINE CIR	92555-2033	PURPORA ANTHONY GERARD	12450 WOLVERINE CIR	MORENO V	92555	191.77	19.18	37.97	248.90
52047605002	487184036	684277	BARDO, SHERRY (RENT)	12450	WOLVERINE CIR	92555-2033	HUTCHINSON RONALD STANTON	12470 WOLVERINE CIR	MORENO V	92555	234.08	23.41	46.35	303.82
89743963007	487184028	684277	FELIX, JOSE	12493	WOLVERINE CIR	92555-2033	FELIX JOSE	12493 WOLVERINE CIR	MORENO V	92555	255.29	25.53	50.55	331.36
92522225006	487081002	684277	GALVAN, FELIPE	12408	WOODBRIAR DR	92555-1866	KIM JENNIFER JIN AH	12408 WOODBRIAR DR	MORENO V	92555	255.29	25.53	50.55	331.36
31515525001	484132004	684277	WILSON, KAREN (RENT)	25333	WOODCREEK CT	92553-4445	HO ELLEN	1401 VALLEY VIEW NO 329	GLENDALE	91202	255.40	25.54	50.57	331.50
57690475001	488133032	684277	CONPETENTE, RANDY (OWNR)	27121	WOODGLEN LN	92555-4533	COMPETENTE MARY A	27121 WOODGLEN LN	MORENO V	92555	155.40	15.54	30.77	201.70
92618035002	488140044	684277	MCKAY, LEILANI (RENT)	27200	WOODGLEN WAY	92555-4534	OBRIEN JOYCELYN C	27212 WOODGLEN LN	MORENO V	92555	191.77	19.18	37.97	248.90
62116005009	264161017	684277	ESCOBEDO, JOSE (RENT)	23378	WOODLANDER WAY	92557-6113	SUN QI	23378 WOODLANDER WAY	MORENO V	92557	185.40	18.54	36.71	240.64
31088915007	264161009	684277	MATRONE, MYRA (OWNR)	23442	WOODLANDER WAY	92557-6113	MATRONE MYRA	23442 WOODLANDER WAY	MORENO V	92557	139.81	13.98	27.68	181.46
75836545004	264161008	684277	SCHOONOVER, JUDY L	23450	WOODLANDER WAY	92557-6113	SCHOONOVER SCOTT A	23450 WOODLANDER WAY	MORENO V	92557	55.40	5.54	10.97	71.90
91337953006	264164025	684277	RAMIREZ, REYNA (RENT)	23451	WOODLANDER WAY	92557-6112	MEZA KRYSTAN N	1709 N ARROWHEAD AVE	RIALTO CA	92376	168.06	16.81	33.28	218.14
31653305006	264161006	684277	GREEN, DIANE	23466	WOODLANDER WAY	92557-6212	GREEN DIANE	23466 WOODLANDER WAY	MORENO V	92557	126.66	12.67	25.08	164.40
92022395001	264164028	684277	JENNINGS, GWENDOLYN	23473	WOODLANDER WAY	92557-6213	RIECK RORY	P O BOX 87	LA JARA N	87027	255.40	25.54	50.57	331.50
75178035008	264161005	684277	SAVEDER, ABRHAM (RENT)	23476	WOODLANDER WAY	92557-6212	CHAVEZ DENICE M	23476 WOODLANDER WAY	MORENO V	92557	127.26	12.726	25.20	165.18
65033895006	264131061	684277	MCCANTS, PATRICIA (RENT)	23516	WOODLANDER WAY	92557-6214	REIS SEAN P	29 MOUNTAIN LAUREL	TRABUCO	92679	332.64	33.26	65.86	431.76
88969883006	264131051	684277	NAVARRETE, SANDRA (OWNR)	23559	WOODLANDER WAY	92557-6215	NAVARETTE SANDRA	23559 WOODLANDER WAY	MORENO V	92557	82.86	8.29	16.41	107.54
96430585002	264131055	684277	KELLEY, JOHN	23576	WOODLANDER WAY	92557-6214	FEDERAL NATL MORTGAGE ASSN	350 HIGHLAND DR	LEWISVILL	75067	332.40	33.24	65.82	431.44
54305695003	264131053	684277	FOGGO, DREW	23583	WOODLANDER WAY	92557-6215	MOGHADDAM SAEID BAGHERI	414 AMY COMMON	SANTA AN	92703	228.96	22.896	45.33	297.18
85359635006	484093004	684277	DELANEY, JOHN	14300	WOODLARK LN	92553-4983	DELANEY JOHN P	14300 WOODLARK LN	MORENO V	92553	255.29	25.53	50.55	331.36
31400445003	484042019	684277	PARTIDA, CHRISTOPHER (RENT)	14141	WOODPARK DR	92553-4404	YANG JERRY	2113 TREERIDGE CIR	BREA CA	92821	289.11	28.91	57.24	375.26
97052385005	484042021	684277	GROLON, ISABEL (RENT)	14152	WOODPARK DR	92553-4404	KIRMANI TANVEER	14152 WOODPARK DR	MORENO V	92553	244.58	24.458	48.43	317.46
31377045007	484042025	684277	BURTON, KEVIN	14200	WOODPARK DR	92553-4460	BURTON KEVIN L	14200 WOODPARK DR	MORENO V	92553	332.16	33.216	65.77	431.14
92735335001	484042011	684277	JOHNSON, LEON (RENT)	14237	WOODPARK DR	92553-4405	FERGADES JOHN EMANUEL	14237 WOODPARK DR	MORENO V	92553	110.36	11.04	21.85	143.24
74672665008	484104008	684277	ARGUETA, ANGELICA (RENT)	14273	WOODPARK DR	92553-4456	ABLIR JESSE	14273 WOODPARK DR	MORENO V	92553	128.14	12.81	25.37	166.32
90036735002	484104005	684277	JUAREZ, SAMANTHA (RENT)	14303	WOODPARK DR	92553-4406	RIOS ROSE	3410 LA SIERRA NO F178	RIVERSIDE	92503	95.60	9.56	18.93	124.08
31591145002	484134014	684277	MOSLEY, BRENDA (OWNR)	14363	WOODPARK DR	92553-4407	MOSLEY BRENDA	14363 WOODPARK DR	MORENO V	92553	128.14	12.81	25.37	166.32
95578385001	484134013	684277	GOMEZ, VANESSA (RENT)	14373	WOODPARK DR	92553-4407	GOMEZ DOLORES B	14373 WOODPARK DR	MORENO V	92553	48.51	4.85	9.60	62.96
31321535002	264121051	684277	GOMEZ, FRANCES	23284	WOODPECKER PATH	92557-5420	DORADO LUCIANO A	23284 WOODPECKER PATH	MORENO V	92557	255.29	25.53	50.55	331.36
55711835002	264122005	684277	BOYD, LANESHA (RENT)	23315	WOODPECKER PATH	92557-5421	HERNANDEZ DAVID V	10062 MALLOW DR	MORENO V	92557	332.64	33.26	65.86	431.75
62391135001	256320003	684277	LOPEZ, VERONICA	21435	WOOLF CT	92557-8449	SURRELL FRANK R	131 GRAYSON RD	UPLAND C	91786	121.77	12.18	24.11	158.04
58195315004	312224007	684277	RICHARDS, AGNES	25910	XANA WAY	92551-4121	ANGUREN ALEJANDRO A	25910 XANA WAY	MORENO V	92551	255.18	25.518	50.53	331.22
31389685007	312224005	684277	ARGUETA, MARINA (OWNR)	25921	YANEZ TRAIL RD	92551-2102	ARGUETA OVIDIO A	25921 YANEZ TRAIL RD	MORENO V	92551	332.64	33.26	65.86	431.76
31605075004	312224003	684277	EVANS, BRANDON	25943	YANEZ TRAIL RD	92551-2102	EVANS BRETT ANTHONY	25943 YANEZ TRAIL RD	MORENO V	92551	409.14	40.914	81.01	531.06
90473093001	308531034	684277	TERRY, SELWYAN	26082	YEARLING CT	92555-3364	TERRY SELWYN J	26082 YEARLING CT	MORENO V	92555	91.66	9.17	18.15	118.96
84359715000	308531030	684277	GRIMES, SANDRA (RENT)	26093	YEARLING CT	92555-3364	THR CALIF	410 N MAIN ST	CORONA C	92880	85.76	8.58	16.98	111.30
1.01874E+11	296182021	684277	HUMPHREY, JEROME	23316	YEE ST	92553-3489	GOSNELL WILLIAM E	15110 ALVARADO ST	LAKE ELSIN	92530	94.76	9.476	18.76	122.98
49454315007	296182025	684277	AGUIRRE, TAMMY	23352	YEE ST	92553-3489	AGUIRRE DOMINGO	23352 YEE ST	MORENO V	92553	332.40	33.24	65.82	431.44
83505535007	296183010	684277	HAMPTON, DUSTIN	23359	YEE ST	92553-3491	FLAG 2 REAL ESTATE HOLDINGS	5270 LA CRESCENTA	YORBA LIN	92887	127.92	12.792	25.33	166.04
89106033003	296183009	684277	NAVA, HECTOR (RENT)	23369	YEE ST	92553-3491	JIMENEZ ISAIAS	24487 BOSTWICK DR	MORENO V	92553	126.54	12.654	25.05	164.24
94273695005	296183008	684277	RODRIGUEZ, PAOLA (OWNR)	23379	YEE ST	92553-3491	CORTEZ ESTEBAN	23379 YEE ST	MORENO V	92553	255.40	25.54	50.57	331.50
90154293005	264263004	684277	JIMENEZ, JAVIER	11865	YELLOW IRIS WAY	92557-6022	MARTINEZ FRANK	14 CORAL SEA	LAGUNA N	92677	255.18	25.518	50.53	331.22
86397783003	264261038	684277	ESTRADA, VICTOR	11908	YELLOW IRIS WAY	92557-6023	ESTRADA VICTOR E	11908 YELLOW IRIS WAY	MORENO V	92557	255.29	25.53	50.55	331.36
31251005002	260312032	684277	FLORES, JAMES	23772	YELLOWBILL TER	92557-2833	FLORES JAMES	23772 YELLOWBILL TER	MORENO V	92557	255.29	25.53	50.55	331.36
52778985002	260303002	684277	MARTIN, MYLES	23796	YELLOWBILL TER	92557-2833	MARTIN MYLES FRANCIS	23796 YELLOWBILL TER	MORENO V	92557	191.29	19.13	37.88	248.28
97078115007	260302024	684277	VALDEZ, CODY (OWNR)	23827	YELLOWBILL TER	92557-2832	VALDEZ CODY J	23827 YELLOWBILL TER	MORENO V	92557	479.58	47.96	94.96	622.48
31067255009	291610018	684277	MEHRPORE, PAUL E AND NAHID R	13111	YELLOWWOOD ST	92553-6942	MEHRPORE PAUL E	13111 YELLOWWOOD ST	MORENO V	92553	183.21	18.32	36.28	237.80
92817275009	291610020	684277	CANDELARIA, FELICIA (RENT)	13122	YELLOWWOOD ST	92553-6943	MARQUEZ MARIO A	13122 YELLOWWOOD ST	MORENO V	92553	203.39	20.34	40.27	264.00
91566083003	291610011	684277	CRUZ, JULIO	13167	YELLOWWOOD ST	92553-6942	CRUZ JULIO	13167 YELLOWWOOD ST	MORENO V	92553	191.73	19.17	37.96	248.86
31382135008	291610008	684277	ENRIQUEZ, ARACELI	13191	YELLOWWOOD ST	92553-6942	ENRIQUEZ SAMUEL	13191 YELLOWWOOD ST	MORENO V	92553	78.52	7.85	15.55	101.90
87945295001	486092001	684277	JACOBO, HILDA (RENT)	25071	YOLANDA AVE	92551-4536	MEZA JOHN ALFRED	25071 YOLANDA AVE	MORENO V	92551	197.83	19.78	39.17	256.78
31578555002	486083024	684277	BLACKETER, ELAINE	25094	YOLANDA AVE	92551-4527	BLACKETER JOAN E	25094 YOLANDA AVE	MORENO V	92551	255.29	25.53	50.55	331.36
31464375003	486092003	684277	ALVAREZ, MARIA	25095	YOLANDA AVE	92551-4536	ALVAREZ LEONARDO	25095 YOLANDA AVE	MORENO V	92551	255.40	25.54	50.57	331.50
52554085006	486092005	684277	GOVEA, MADE-LOURDES	25119	YOLANDA AVE	92551-4540	GOVEA MADE LOURDES	25119 YOLANDA AVE	MORENO V	92551	255.29	25.53	50.55	331.36
31161045005	486092006	684277	DUFFEY, L T	25131	YOLANDA AVE	92551-4540	DUFFEY L T	25131 YOLANDA AVE	MORENO V	92551	61.73	6.17	12.22	80.12

89006555005	486092009	684277	TERRAZAS, FAVIOLA	25165	YOLANDA AVE	92551-4540	MOLINA JESUS	25165 YOLANDA AVE	MORENO V	92551	255.18	25.518	50.53	331.22
98314545015	486103020	684277	STOKKE, ELAINE	25304	YOLANDA AVE	92551-4543	STOKKE ELAINE ELIZABETH	25304 YOLANDA AVE	MORENO V	92551	255.29	25.53	50.55	331.36
31577675009	486103023	684277	BONILLA, JESUS, CARAVEO, MARIF	25340	YOLANDA AVE	92551-4543	BONILLA JESUS	25340 YOLANDA AVE	MORENO V	92551	510.80	51.08	101.14	663
97605175004	486111008	684277	OCAMPO, ERIN	25375	YOLANDA AVE	92551-4542	AHMED OMAR FAISAL	5533 PINE AVE	CHINO HIL	91709	236.34	23.63	46.80	306.76
31500765002	486103034	684277	VERDUGO, DAISY	25474	YOLANDA AVE	92551-4545	VERDUGO DEYSI	25474 YOLANDA AVE	MORENO V	92551	255.29	25.53	50.55	331.36
65962565005	486111018	684277	RODRIGUEZ, CORINA (RENT)	25497	YOLANDA AVE	92551-4544	DALLIN	5440 TRABUCO RD STE 200	IRVINE CA	92620	92.77	9.28	18.37	120.40
52400565001	291671003	684277	BANKS,LISA	22336	YORKE RD	92553-2049	DROGMIR CRISTIAN	22312 YORKE RD	MORENO V	92553	251.21	25.12	49.74	326.06
59201825002	291671018	684277	YUSI, JAY (RENTR)	22367	YORKE RD	92553-2049	REDOR MYRNA	22367 YORKE RD	MORENO V	92553	43.66	4.366	8.64	56.66
64177055008	487421003	684277	LOCKE, NASHAUNDA (RENT)	13333	YUBA PASS RD	92555-2443	DUBOISE MONIQUE NASHAUN	P O BOX 8715	MORENO V	92552	332.64	33.26	65.86	431.76
69224945007	487431016	684277	ICABALCETA, EVA (RENT)	13409	YUBA PASS RD	92555-2444	SANCHEZ ERNESTO S	13409 YUBA PASS DR	MORENO V	92555	158.51	15.85	31.38	205.74
92623195008	484111022	684277	STEPHENSON, VICTORIA	25040	YUCCA DR	92553-4349	JACKSON MICHAEL L	25040 YUCCA DR	MORENO V	92553	332.16	33.216	65.77	431.14
31563605004	484112022	684277	MIMS, DESHON	25140	YUCCA DR	92553-4351	TAC MO FAMILY TRUST	21250 BOX SPRING	MORENO V	92557	82.40	8.24	16.32	106.94
31058905002	479422009	684277	ESCOBEDO, CONCEPCION (OWNR)	12336	YUMA CT	92557-7600	ESCOBEDO MARCO A	12336 YUMA CT	MORENO V	92557	85.29	8.53	16.89	110.70
61242655007	479422008	684277	ESPINOZA, CHRISTINA C	12346	YUMA CT	92557-7600	ESPINOZA CHRISTINA CANDICE	12346 YUMA CT	MORENO V	92557	255.40	25.54	50.57	331.50
31269885009	479422016	684277	VELAZQUEZ, TORIBIO	12395	YUMA CT	92557-7600	VELAZQUEZ TORIBIO	12395 YUMA CT	MORENO V	92557	255.40	25.54	50.57	331.50
31356795003	304152029	684277	DIAZ, LIRIO (OWNR)	15367	ZAHARIAS ST	92555-6403	QIN JANE ZICHEN	1509 SILMAN ST	HACIENDA	91745	128.14	12.81	25.37	166.32
31048105001	304152026	684277	WILSON, PATRICIA	15391	ZAHARIAS ST	92555-6403	WILSON PATRICIA	15391 ZAHARIAS ST	MORENO V	92555	255.29	25.53	50.55	331.36
98648715005	304152020	684277	LOGUEZ, GLORIA	15408	ZAHARIAS ST	92555-6404	OLAGUEZ GLORIA	15408 ZAHARIAS ST	MORENO V	92555	255.40	25.54	50.57	331.50
1.02E+11	304152021	684277	ACCOMANDO, CHEYNE (RENT)	15416	ZAHARIAS ST	92555-6404	ACCOMANDO LILI ANNE	15416 ZAHARIAS ST	MORENO V	92555	368.79	36.88	73.02	478.68
31101865008	304152022	684277	ESCALANTE, DAVID R (OWNR)	15424	ZAHARIAS ST	92555-6404	ESCALANTE DAVID ROBERTO	15424 ZAHARIAS ST	MORENO V	92555	192.56	19.26	38.13	249.94
88547805007	475272019	684277	MC GUIRE, EDWARD	11881	ZANTAR LN	92557-6350	MCGUIRE EDWARD	11881 ZANTAR LN	MORENO V	92557	332.40	33.24	65.82	431.44
91284935005	475272056	684277	SEVOIAN, ZAVEN (OWNR)	11995	ZANTAR LN	92557-6350	SEVOIAN ZAVEN	11995 ZANTAR LN	MORENO V	92557	20.41	2.04	4.04	26.48
98302765013	312222016	684277	DUNN, ROBERT	16440	ZARCO LUNA PL	92551-2133	HSU PIUS C	16440 ZARCO LUNA PL	MORENO V	92551	255.40	25.54	50.57	331.50
60859385006	312222018	684277	BOYD, KAREN	16460	ZARCO LUNA PL	92551-2133	BOYD KAREN	16460 ZARCO LUNA PL	MORENO V	92551	332.16	33.216	65.77	431.14
31523235006	312222008	684277	BASHEER, LATI (OWNR)	16495	ZARCO LUNA PL	92551-2133	BASHEER AQUIL F	16495 ZARCO LUNA PL	MORENO V	92551	59.51	5.951	11.78	77.24
91991385000	291671058	684277	NEAL, LYNNE (OWNR)	13050	ZENITH WAY	92553-2042	NEAL DENNIS	13050 ZENITH WAY	MORENO V	92553	255.40	25.54	50.57	331.50
97060605002	291671066	684277	ROLDAN, RICK (RENT)	13073	ZENITH WAY	92553-2042	LOFTIS RAYMOND ANTHONY	13073 ZENITH WAY	MORENO V	92553	191.77	19.18	37.97	248.90
91169553007	486032016	684277	MILLER, ROB	15037	ZHANA DR	92551-7027	PERRY STEVEN E	10745 RIDGEFIELD TER	MORENO V	92557	128.03	12.80	25.35	166.18
94448655001	486035007	684277	SEVILLA, MARIA AND HECTOR J	15078	ZHANA DR	92551-1455	SEVILLA HECTOR J	15078 ZHANA DR	MORENO V	92551	255.29	25.53	50.55	331.36
31642145003	486032024	684277	ALCALA, VERONICA	15145	ZHANA DR	92551-7029	PEREZ ANDY	15145 ZHANA DR	MORENO V	92551	255.29	25.53	50.55	331.36
63116995000	292202029	684277	HERSH, NELSON	12061	ZINNIA ST	92557-8202	HERSH NELSON	12061 ZINNIA ST	MORENO V	92553	63.96	6.40	12.66	83.02
74817565000	292202031	684277	PENA, PATRICIA	12081	ZINNIA ST	92557-8202	DEHAVEN PATRICIA L	P O BOX 152	MORENO V	92556	255.29	25.53	50.55	331.36
94257945002	292202003	684277	SMITH, TERRY	12101	ZINNIA ST	92557-8203	SMITH TERRY J	12101 ZINNIA ST	MORENO V	92557	255.29	25.53	50.55	331.36
31236715004	292202001	684277	DE ROUEN, BARBARA	12121	ZINNIA ST	92557-8203	DEROUEN BARBARA A	12121 ZINNIA ST	MORENO V	92557	255.40	25.54	50.57	331.50
96429605000	292212001	684277	CEBALLOS, PAUL E	12130	ZINNIA ST	92557-8201	CEBALLOS LINO PAUL ESTATE OF	12130 ZINNIA ST	MORENO V	92557	255.40	25.54	50.57	331.50
93770085009	292213027	684277	BARRETT, CHARLAVONNA	12131	ZINNIA ST	92557-8203	BARRETT CHARLAVONNA	12131 ZINNIA ST	MORENO V	92557	255.29	25.53	50.55	331.36
31450295009	292212002	684277	FERNANDEZ, MIGUEL (RENT)	12142	ZINNIA ST	92557-8201	BRUCE NORA E	11435 LOMBARDY LN	MORENO V	92557	255.40	25.54	50.57	331.50
93067945000	292212003	684277	SESENA, MANUEL (RENT)	12156	ZINNIA ST	92557-8201	DENAROLA ROBERT ANTHONY	16514 LORELEI LN	TUSTIN CA	92780	255.40	25.54	50.57	331.50
31097765009	292213020	684277	GUTIERREZ, JOSE	12193	ZINNIA ST	92557-8204	WELLS FARGO BANK	3476 STATEVIEW BLV	FORT MILL	29715	332.64	33.26	65.86	431.76
31584235008	292213019	684277	ANDRADE, ANASTASIO AND VERO	12201	ZINNIA ST	92557-8204	HUSSAIN SYED SAJJAD	12201 ZINNIA ST	MORENO V	92557	214.70	21.47	42.51	278.68
31284265008	296173003	684277	TOPALOVIC, IVANA (RENT)	23313	ZITEO CT	92553-1728	ALVAREZ ALEJANDRO	8041 CYPRESS AVE	RIVERSIDE	92503	30.26	3.026	5.99	39.26
93290665006	312223015	684277	O'NEAL, FRANTZ	16410	ZOCALO PL	92551-2136	BROADNAX EDWIN C	16410 ZOCALO PL	MORENO V	92551	255.18	25.518	50.53	331.22
66026365000	312222027	684277	LAYTON, OQUESA	16445	ZOCALO PL	92551-2137	LAYTON OQUESA	16445 ZOCALO PL	MORENO V	92551	303.40	30.34	60.07	393.80
95650913007	312223019	684277	ROJAS, LINA AND RUDY	16450	ZOCALO PL	92551-2136	ROJAS RUDY B	16450 ZOCALO PL	MORENO V	92551	255.29	25.53	50.55	331.36
80692815007	312223021	684277	WILLIAMS, ANGELA	16470	ZOCALO PL	92551-2138	WILLIAMS ANGELA	16470 ZOCALO PL	MORENO V	92551	255.40	25.54	50.57	331.50
95524495002	312223027	684277	PENLAND, TANI	16510	ZOCALO PL	92551-2149	PENLAND TANI L	16510 ZOCALO PL	MORENO V	92551	255.40	25.54	50.57	331.50
31545515000	312222036	684277	HENDERSON, KATHERENE	25915	ZORRA LN	92551-4102	HENDERSON KATHERENE	25915 ZORRA LN	MORENO V	92551	63.96	6.40	12.66	83.02
94458075002	312222034	684277	WINANF, ZEVULUM (OWNR)	25943	ZORRA LN	92551-4105	WINANS ZEBULUM	25943 ZORRA LN	MORENO V	92551	60.65	6.07	12.01	78.72
66085805004	312222030	684277	JOYSELYN, MCKNIGHT	25985	ZORRA LN	92551-4114	MCKNIGHT JOYCELYN	25985 ZORRA LN	MORENO V	92551	177.96	17.80	35.24	230.98
87321625006	475311018	684277	PRICE, JIM	24570	ZUPPARDO WAY	92557-5120	PRICE JAMES A	24570 ZUPPARDO WY	MORENO V	92551	31.04	3.10	6.15	40.28

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Michelle Dawson, City Manager
Thomas M. DeSantis, Assistant City Manager
Richard Teichert, Chief Financial Officer

AGENDA DATE: June 25, 2013

TITLE: RECOMMENDATION TO OUTSOURCE MORENO VALLEY LIBRARY SERVICES

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Select Library Systems and Services, LSSI to provide library services in the City of Moreno Valley, with a target implementation date prior to September 15, 2013.

2. Authorize the City Manager to sign a contract for provision of outsourced library services consistent with the terms outlined in this report, with approval by the City Attorney.

BACKGROUND

The City Council directed staff to present a fully balanced budget for Fiscal Year 2013-14. The budget development process began with reviewing Deficit Elimination concepts previously explored by the Council, which included potential budget savings to be derived by outsourcing provision of City Library services.

The budget unanimously adopted by the City Council on June 11, 2013 reduced ongoing Library spending by $250,000 annually.

On April 30, 2013 the City Council received a Feasibility Review which addressed the concept of outsourcing Library services in accordance with City Council Policy 2.25, and encouraged the Library staff to submit a proposal to the City Manager for provision of service in a manner consistent with the City Council's fiscal policy direction for Fiscal Year 2013-14.

The City Manager's Office received proposals from Library Systems and Services (LSSI) as well as the City Library staff in accordance with the May 30th submission deadline.

After reviewing the two proposals, the City Manager's Office recommends awarding a contract to LSSI as a means of expanding library services to City residents while simultaneously reducing ongoing annual costs by $250,000. This report provides additional background on this issue, as well as a basic comparative analysis of the two proposals. Representatives from LSSI as well as the City's Library Services Division Manager will attend the June 25th City Council meeting to respond to any questions regarding their respective proposals to provide Library services.

DISCUSSION

The City Library budget for FY 2012/13 totaled $2.045 million. Funding was derived from the following sources:

Property Tax (Dedicated to the City Library):	$1,244,800
Library Fines:	$60,600
Library Fees:	$11,000
Donations:	$2,000
CSD Zone A Subsidy (supports Computer Lab):	$160,000
City General Fund Subsidy:	**$566,641**

Following are the categories of expenditures supported by the FY 2012/13 budget of $2.045 million:

Personnel	$1,343,391
Internal Service costs (e.g. facility maintenance, utilities, facility insurance, technology services, etc.)	$515,200
Materials:	$64,350

Other Direct Operating Expenditures: $122,100

Because the Library's operational costs significantly exceeded its dedicated property tax revenue, the City's General Fund subsidized more than 25% of Library expenditures. This ongoing subsidy has been evaluated in recent years as the City has been faced with making sharp reductions to General Fund spending to close a structural deficit.

Budget planning for Fiscal Year 2013-14 closed an overall $8.3 million gap between the City's ongoing revenues and its ongoing expenditures. As part of this process, previous cost-cutting concepts were revisited in light of the urgency to bring the City budget fully into balance.

In 2011, the City held preliminary discussions with representatives from Library Systems and Services (LSSI), the organization that has provided library services at all branches of the Riverside County Library System since 1997. These discussions revealed the potential to preserve and potentially enhance services while reducing the City's General Fund subsidy of City Library programs and services. Recognizing the potential budget savings, as well as unique advantages which could be available through linkages to the County Library system, staff resumed exploratory discussions in 2013 with LSSI representatives.

Over a series of meetings with the Moreno Valley Library team, staff provided significant detail regarding the City Council's fiscal and service delivery objectives pertaining to the Library...specifically the need to reduce *ongoing* annual spending by $200,000 to $250,000 while expanding services provided to library patrons. Library staff acknowledged these parameters and submitted a proposal to the City Manager.

Following is a basic comparative analysis of the two proposals.

	Library Staff Proposal	**LSSI Proposal**
Public Service Hours	**53 Hours/week** *No Change* at current funding level. Open 5 days per week M-TH: 9 a.m. – 8 p.m. Fri: CLOSED Sat: 9 a.m. – 6 p.m. Sun: CLOSED Could increase from current 53 hours per week to 57 (7% increase) via	**66 Hours/week** *25% increase* at current funding level. Open 7 days per week. M-TH: 9 a.m. – 8 p.m. Fri: 9 a.m. – 6 p.m. Sat: 9 a.m. – 5 p.m. Sun: 12 p.m. – 5 p.m.

	Furlough reduction. Est. additional cost: $67,000	
	Library Staff Proposal	**LSSI Proposal**
Books/Materials (including data base subscriptions)	No Change: $64,350	200% increase: $193,000 Figure to remain constant in each year of contract; may be increased/decreased *only* at City Council's discretion
Staffing	No Change	All current employees to be interviewed for staff positions, LSSI routinely hires local staff
Fixed Costs (Internal Service costs: e.g. facility maintenance, utilities, facility insurance, tech services, etc.)	No Change: ($515,200)	No Change: ($515,200)
Library Commission	No Change: Appointed by City Council, provides recommendations to City Council	No Change: Appointed by City Council, provides recommendations to City Council
Friends of the Library	No Change: Independent, autonomous. Raises/manages/allocates funding at its members' sole discretion	No Change: Independent, autonomous. Raises/manages/allocates funding at its members' sole discretion
Operating Policies	No Change: Set by City Council	No Change: Set by City Council
Fines & Fees	No Change: Set by City, remitted directly to City	No Change: Set by City, remitted directly to City
Donations	No Change: Remitted directly to City	No Change: Remitted directly to City
Ownership of All	No Change: Owned	No Change: Owned entirely by

Assets	entirely by City	City
	Library Staff Proposal	**LSSI Proposal**
Capital Improvements	No Change: City discretion, City responsibility	No Change: City discretion, City responsibility
***One-Time* Transition Costs**	$0	Approximately $240,000 in *one-time* costs.
	Notes: • Costs for unused vacation hours must ultimately be paid as current employees leave City service in future years. • If services are not outsourced, the City's cost for leave payouts will continue to grow over time…thereby *increasing the future cost for this unfunded liability*	Notes: • Costs not imposed by LSSI, but reflect the City's existing obligation to pay accrued leave to departing employees. • Outsourcing services will cap this cost at current levels and *eliminate this unfunded liability*
External Funding	No Change: Library would continue to qualify apply for grant funding to support Library programs/services.	No Change: Library would continue to qualify to apply for grant funding to support Library programs/services.

As indicated earlier in this report, outsourcing Library services is recommended as an element of the City's deficit elimination strategy; it will create an ongoing annual savings. The outsourcing model proposed by LSSI will significantly increase services available to Moreno Valley residents while capping costs.

To provide a valid cost analysis, staff compared the Library's FY 2012/13 baseline budget, upon which the Library staff proposal is based, with the proposal presented by LSSI. As neither Library staff nor LSSI can control the Internal Service Fund charges levied by the City, these charges ($515,200 in the current fiscal year) have been excluded from both proposals.

Library Proposal

City's FY 2012/13 costs for Library staff salaries/benefits:	$1,343,391
• City's FY 2012/13 spending on Books/Materials:	$64,350
• City's FY 2012/13 spending on other Direct Costs:	$122,100
• CITY'S TOTAL BASELINE BUDGET:	$1,529,841

LSSI Proposal

• Proposed 2013/14 costs for Library operations (includes all staff and program costs):	$1,086,840
• Proposed 2013/14 spending on Books/Materials:	$193,000
• TOTAL LSSI COST:	$1,279,840
Annual savings available via LSSI:	***$250,001****
*Outsourcing would eliminate City costs to reduce furlough by 5% effective July 2013, thereby increasing the annual savings amount to:	***$317,171***

Cost containment in future years is essential to capturing *ongoing* savings. As shown below, the LSSI proposal caps cost increases (over a five-year period) to an amount *less than* the City's own cost increases over the past two-year period:

- Library Staff proposal: City Council retains discretion over spending on Library staffing and books/materials.
    - City-approved salary cost increases (4.75% in July 2012 and furlough reduction effective July 2013) total approximately $131,000 *for this two-year period alone.*

- LSSI proposal: City receives guaranteed annual cost for Library operations. Council retains discretion over spending on books/materials.
    - Contract sets maximum annual increase of 2.5% of operating costs in each year of the 5-Year contract.
    - Total cost increases are capped at $112,828 for the entire 5-Year contract.
    - Requires the City to eliminate its unfunded liability for employees' accrued leave benefits via a one-time cost of approximately $240,000.

The Library staff's proposal recommends that the City not outsource Library services for a list of reasons which include:

- One-Time costs for leave buyouts (to eliminate the City's unfunded liability as addressed above)
- Potential for cost escalation beyond the initial contract period. (It should be noted that the neither the Library staff nor LSSI had access to the competing proposal when preparing its own. As a result, Library staff's assertion that LSSI contract cost increases could preclude the City from achieving ongoing cost savings was made without information regarding the fixed cap proposed by LSSI.)
- Potential negative impacts to customer service; Library staff believes that LSSI will reduce the number and composition of staff present to provide services to the public.
- Community demand for library services; Library staff presents detailed statistics showing that the Library serves a high number of visitors each day, responds to more than 122,000 reference questions per year, and circulates nearly 393,000 items annually.
- Staff salaries and benefits; Library staff members are concerned that lower wages and benefits paid to those hired by LSSI will reduce workforce morale translate to a lower level of service provided to residents.
- Potential future legal constraints; Library staff indicate that future legislation may preclude cities which have not yet outsourced libraries from doing so.
- Materials selection; Library staff is concerned that materials will be selected for Moreno Valley's Library by staff who do not understand the unique needs of local patrons.

Summary & Recommendations

After thoughtful analysis of LSSI's proposal, as well as the Library staff's recommendations not to outsource Library services, the City Manager's office recommends selection of Library Systems and Services to provide library services in the City of Moreno Valley. The basis for this recommendation includes:

Service enhancements:	25% increase in Library hours, with services provided 7 days per week.
Books/Materials:	200% increase in the amount spent each year to purchase materials for Library patrons.
Cost Savings:	$250,000 ongoing annual savings, with a projected 5-year savings total of nearly $1.4 million (based on annual cost increases of 2.5% under both outsourcing and City service models).
Cost Containment:	Operating costs locked in for 5-year term.
Local Control:	City Council retains full policy control over Library policies, ownership of all assets, ability to cancel contract "without cause" with six months' notice after the initial year of service.
Service Levels:	Contract specifies service levels that must be delivered to Moreno Valley residents.
Intangible Factors:	Moreno Valley's success in delivering Library services has been tied directly to the staff members who serve local residents. An agreement with LSSI will ensure that all existing staff members will be interviewed for staff positions in a City-owned, LSSI-operated Library. In transitioning public libraries in other communities, LSSI predominantly hires existing branch staff because they are uniquely qualified to deliver services to their local community. Retention of these employees by LSSI is perhaps the best indicator of the company's positive relationship with its professional workforce. In fact, the company reports that 60% of the public library employees who moved from the Riverside County Library system in 1997 are *still* working for LSSI sixteen years later. It should be noted that, as a private, for-profit corporation, LSSI offers competitive, market-driven salaries, but typically lower benefit amounts than are currently provided to public sector employees. For example, City staff hired by LSSI will no longer be included in the PERS retirement system.

Service Demand:	As documented in the Library Staff's proposal, Moreno Valley residents demand high levels of Library service. Outsourcing via LSSI will allow the City to provide greater levels of service to residents of all ages.
Community Collaboration:	No change in the City's direct relationship with the Library Commission and Friends of the Library group as key stakeholders in the Library's success.
Diverse Programming:	Success with programs for adults, teens, children, seniors, and literacy services tailored for Spanish speakers.
Accountability:	Regular, reports to quantify the Library's success in meeting performance standards.
Regional Presence:	LSSI operates 35 library branches (and two bookmobiles) throughout Riverside County. Local cities served include: Calimesa, Canyon Lake, Cathedral City, Coachella, Desert Hot Springs, Eastvale, Indio, Jurupa Valley, La Quinta, Lake Elsinore, Norco, Palm Desert, Perris, San Jacinto, and Temecula.
Proven success:	LSSI's approach to delivery of outsourced library service has proven to be a successful service delivery model since its most significant introduction in 1997 in Riverside County, where its contract has been renewed regularly. Nationwide, 78 communities contract with LSSI to provide library services to their residents.

ALTERNATIVES

1. Select Library Systems and Services to provide library services in the City of Moreno Valley, with a target implementation date prior to September 15, 2013; and Authorize the City Manager to sign a contract for provision of outsourced library services consistent with the terms outlined in this report. *Staff recommends this alternative to expand Library services while capturing ongoing annual savings as required to eliminate the City's General Fund deficit.*

2. Continue to operate the City Library in its current configuration, creating a $250,000 deficit in the City's General Fund. *Staff does not recommend this option as it would be contrary to the Council's direction to fully balance the City's ongoing revenues with ongoing spending, and because this alternative would preclude the City from expanding Library services provided to City residents.*

3. Direct the City Manager to immediately effectuate staff reductions at the Library to reflect the $250,000 decrease in funding appropriated to the Library. *Although preferable to Alternative #2 (above), staff does not recommend this course of*

action as the corresponding loss of staff will diminish the City's ability to provide Library services to Moreno Valley residents.

FISCAL IMPACT

The recommended actions will generate $250,000 in ongoing annual savings, with a projected 5-year savings total of nearly $1.4 million (based on annual cost increases of 2.5% under both outsourcing and City service models). The table below is excerpted from LSSI's proposal and has been reviewed by the City's Chief Financial Officer.

	CY1	CY2	CY3	CY4	CY5	Total
Baseline Budget	$1,529,841	$1,568,087	$1,607,289	$1,647,471	$1,688,658	$8,041,346
Library Operations	$1,086,840	$1,114,011	$1,141,861	$1,170,408	$1,199,668	$5,712,788
Library Materials	$193,000	$193,000	$193,000	$193,000	$193,000	$965,000
Total LSSI Price	$1,279,840	$1,307,011	$1,334,861	$1,363,408	$1,392,668	$6,677,788
Annual Savings	$250,001	$261,076	$272,428	$284,063	$295,990	$1,363,558

The one-time cost to eliminate the City's unfunded liability for Library staff's accrued vacation hours is projected at $240,000. The City is obligated to pay this cost when current employees separate/retire, regardless of whether the City outsources Library services as recommended in this report.

NOTIFICATION

Library managers and staff members have been informed of the City's exploration of cost savings and service level enhancements potentially available through outsourcing operations. The Library Commission has been provided with information on this topic at two of its meetings, as has the Friends of the Library group. The Moreno Valley Management Association and Moreno Valley Employees Association have also been notified of the City's exploration of Library outsourcing within the context of the Deficit Elimination Plan.

ATTACHMENTS

1. LSSI Proposal
2. Library Staff Proposal
3. Library Staff Salaries (June 2013)

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Copy

LSSI Proposal for the Delivery of Library Services in the City of Moreno Valley

May 22, 2013

Submitted to:

Thomas M. DeSantis
Assistant City Manager
City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

Submitted by:

Library Systems & Services, LLC
12850 Middlebrook Road
Suite 400
Germantown, MD 20874-5244
www.lssi.com

LSSI

An Equal Opportunity Employer

Item No. G.1

LSSI
For Your Library

May 22, 2013

Mr. Thomas M. DeSantis
Assistant City Manager
City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

RE: Delivery of Library Services in Moreno Valley, California

Dear Mr. DeSantis:

LSSI is pleased to respond to your request for a proposal for the delivery of library services in Moreno Valley, and welcomes the opportunity to offer residents a service model that maintains local control of library resources and facilities, results in lower basic operating costs, and provides for enhanced library services. The City will continue to own all assets of the Library – the building, books, computers and furnishings – and set all policies and guidelines that govern the Library. LSSI will provide the staff and library expertise to administer the Library's operations.

Our proposal describes how LSSI will work with Moreno Valley leadership to ensure the continuation of high-quality library services to your residents. We have proposed to increase hours of service from 53 to 66 per week and increase the amount budgeted for books and materials by 200 percent. Because of efficiencies we can introduce into your operations, we offer a solution that provides $250,000 in savings from your current expenditure levels in the first year of operations. Total projected savings over a five-year contract period are in excess of $1.35 million. We feel certain that the citizens of Moreno Valley will applaud this increased level of service and support the cost savings Moreno Valley can enjoy as a result of the City's partnership with LSSI.

For three decades, LSSI has provided innovative services and products to differing types of libraries, a specialization that focuses all of our corporate resources on this single endeavor. In communities of all types and sizes, ranging from the City of Red Oak, Texas with a population of 10,000, to Riverside County, California with nearly two million residents, LSSI works as a team with our customers, adding our expertise to that of the local authorities, community library groups, and local library staff members to ensure the best possible outcomes are achieved.

Library Systems & Services, LLC ▪ 12850 Middlebrook Rd. Suite 400, Germantown, MD 20874
(p) 301.540.5100 ▪ 800.638.8725 toll free ▪ (f) 301.540.5522 ▪ An Equal Opportunity Employer

We operate community libraries with the best and brightest staff and guarantee the provision of back-ups or replacements, as necessary. LSSI will interview all current staff members who wish to remain with Moreno Valley's Library and will give them preference during the hiring process. They will join our current public library staff of more than 900 nationwide, nearly 15 percent of whom are professional librarians with MLS degrees from ALA-accredited programs. A hallmark of our library staff is their dedication to public service, high energy, and commitment to library best practices and local operating standards and policies.

In summary, by contracting with LSSI in a public-private partnership for the operation of your Library, Moreno Valley will enjoy:

- Increased hours of operation—restoring operations to seven days a week
- Increased funding of books and materials, enhanced by the benefit of LSSI's scale and process
- Complete local control of library assets, planning and policies
- A five year, firm price contract providing increased accountability and overall cost control
- Cost effective operations, with greater efficiencies and lower costs
- Savings of $250,000 over currently budgeted expenditures in the first year
- Improved customer service wherever possible, and
- Enhanced programming relevant to your community's needs.

We offer you a greater return on your tax dollars invested in library services, and we pledge to maintain high service levels and disciplined accountability. LSSI's proposal, including our pricing, is valid through July 31, 2013. If you have any questions about this proposal, please call me at (301) 540-5100, extension 234.

We are eager to join you to ensure that the Library remains a vibrant community asset in Moreno Valley.

Cordially,

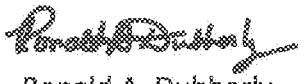

Ronald A. Dubberly
Chief Executive Officer
Library Systems & Services, LLC

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1. Executive Summary

Nationwide, 78 communities enjoy the benefits of a public-private partnership with LSSI to operate their libraries: improved local control, cost-effective library operations, and increased community support.

Community leaders define their Libraries' policies, priorities, and direction; LSSI operates the Libraries within this local framework, while centralizing and lowering the cost of overhead functions such as human resources, accounting, and technology.

In Moreno Valley, a partnership with LSSI will ensure:

- Your Library will be open 7 days per week for 25 percent more hours
- Increased funding for books and materials, enhanced by the benefits of LSSI's economies of scale, will keep your collection current
- The Library will offer improved programs, addressing unmet needs, i.e., literacy programs, and programs for teens, senior citizens and the Latino community.
- Moreno Valley's Library will be staffed immediately with effective local library personnel
- Your priorities will guide the direction of the Library, in consultation with LSSI library professionals
- Cost savings will allow you flexibility with operations, staffing, and/or acquisitions going forward

LSSI's operation of libraries in other communities has consistently increased library usage, program attendance, and volunteer participation. Recent contracts with LSSI for library operations in the communities of Camarillo, Palmdale, and Santa Clarita have energized residents, staff, and local leadership as they have seen their libraries become enhanced community assets.

2. Introduction

City leaders in Moreno Valley desire a more cost-effective and locally sustainable way to continue high-quality library services to their City's population of more than 196,000. In the recent past, the City has been forced to reduce library hours and lay off staff for budgetary reasons. In contrast, a partnership with LSSI would allow the City to add 13 hours of services per week, an increase of nearly 25 percent; increasing the amount budgeted for books and materials by 200 percent, while saving $250,000 in costs in the first year of operations.

Below we outline what LSSI offers our public library clients and the results we have achieved, in terms of effective services, programming, collections management, financial rigor, and absolute accountability. We then speak directly about our proposed transition and operational activities with Moreno Valley, as well as the pricing associated with our plan for the Moreno Valley Public Library.

3. What You Can Count On: Benefits of a Partnership with LSSI

3.1 Collaboration with Experienced, Engaged Senior Library Professionals

Our public library clients benefit from hands-on guidance and advice from experienced, senior library professionals both as company executives and as fellow library directors in other LSSI sites. Key staff available to Moreno Valley in partnership with LSSI would include noted experts:

Mark Smith, LSSI's Vice President of Western Operations, oversees all LSSI contracts in California and Oregon. Before joining LSSI in 1999, he was the Director of Communications for the Texas Library Association and served at the Texas State Library where he administered a $7.7 million project with more than 80 full-time staff members in ten regional offices who provided funding and technical assistance to Texas public libraries, coordinated their planning activities, and produced a statewide library plan.

For Riverside County, he has overseen important organizational changes, technology advances, fund-raising, and expansions. He and his staff have secured more than $5 million in grants and other supplemental funding, and have won various honors for the Riverside County Library System. He and his staff are on the forefront of library advances and secured a grant in 2009 from the California State Library to support the purchase and field-testing of the Espresso Book Machine, a "print-on-demand" service that prints, covers, and binds books from computer files. He is the author of three books on library subjects, most recently co-authoring the title, "Training Library Staff and Volunteers to Provide Extraordinary Customer Service" (Neal-Schuman, 2006), and was named the California Library Association Member of the Year in 2003. When queried in a recent performance evaluation survey about LSSI's services, a former State Librarian for California (who served in that role until mid-2009), volunteered this concluding observation, "I have very high confidence in the talents of Mark Smith, West Coast manager, who I hope would play a leadership role ..." Mark Smith will be the Vice President responsible for hands-on oversight of the operations of the Moreno Valley Library.

Ron Dubberly, LSSI's CEO, served 27 years as a public library director—including service as the library director in Seattle and Atlanta-Fulton County public libraries. Before joining LSSI, he was a library consultant for ten years, providing professional guidance to libraries across the US on building projects, strategic planning, service improvements, and planning for results. He is a past president of the Public Library Association (1978-80), and one of the moving forces behind that Association's development of the Planning for Results Process. He leads strategic planning sessions for LSSI's customers, and provides guidance and mentoring to LSSI's librarians throughout the country.

Steve Coffman, LSSI's Vice President of Operations Support, oversees a team of professional staff and technology resources that serve all of LSSI's libraries. His group offers collection development services (including securing most favorable pricing and services from vendors); analysis of emerging trends in library services and technologies; recommendations regarding cutting edge improvements as warranted; and integrated library support services. He previously worked for the Los Angeles County Public Library, where he pioneered web-based reference services. Mr. Coffman is recognized nationally as one of the library profession's forward-thinkers and has written many articles for library publications including, "*What If You Ran Your Library Like a Bookstore?*" (American Libraries), and "*Building Earth's Largest Library*" (Searcher).

Bob Windrow has more than 30 years of experience in the field of library automation and has led LSSI's sales and marketing activities since joining the company in 1990. His relationship with potential and current clients includes ongoing assistance with community leaders and with the definition and implementation of state-of-the-art technology upgrades. He began his career at Xerox as District Sales Manager and was named Salesperson of the Year, then was Vice President of Sales with CLSI, an early ILS vendor. At Informatics, Inc., Mr. Windrow was Director, Sales and Marketing for three years, developing successful advertising and promotional campaigns. Just before joining LSSI, he was President/COO of Nationwide Fulfillment Systems, realigning middle management to focus on client services for a dramatic improvement in customer satisfaction.

Luther Brady, LSSI's Director of IT Services, is based in LSSI's California offices and brings to each of our sites the benefits of his more than 20 years of experience with integrated library systems and library networking products. As a result of his long career in library automation, Mr. Brady has developed an extensive network of contacts throughout the library vendor community. Through these contacts and his own personal experience he is able to quickly resolve most technical issues. Mr. Brady and his staff support technology advances in all LSSI-operated libraries nationwide.

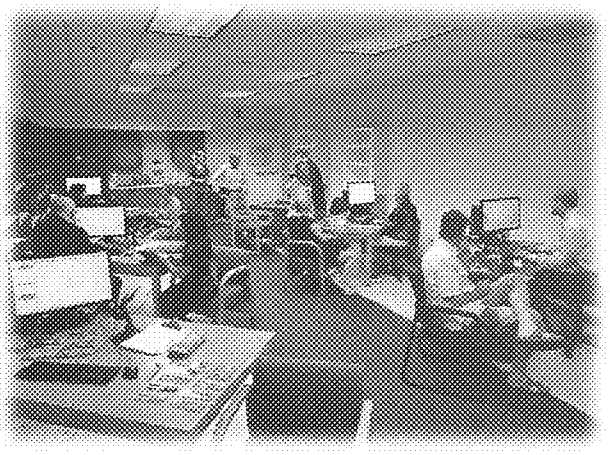

Senior staff members assist with transition activities in Santa Clarita.

LSSI's headquarters staff of MLS-degreed librarians, human resources specialists, IT and network administrators, and accountants supports these senior, key staff members. An equally valuable resource to our client libraries is LSSI's corps of senior staff located in LSSI-operated libraries nationwide. They form a corporate network of library expertise, offering insight and support to each other, and occasionally supporting on-site activities in other locations.

3.2 Hands-on, Action-oriented Administration

During all phases of the public-private partnership with LSSI, company officials participate as needed. For example, Mark Smith, as the Vice President in charge of the company's efforts in Moreno Valley, will meet frequently with City officials to share and discuss plans, options, costs, new programming ideas, alternative strategies to address some need, grant or other funding opportunities, next steps, useful data the City would like periodically—a full range of topics concerning administration of the Library. He meets regularly with clients in all our West Coast communities and brings considerable expertise to the discussions. In addition, Moreno Valley officials will have access to the specialized technology expertise within LSSI, our extensive graphic arts talent, and dedicated staff training teams.

3.3 Informed Innovation

Many of LSSI's leaders and staff have been locally or even nationally recognized as innovators in the field, ranging from early technological advances to more recent patron-oriented installations such as the Book Espresso "print-on-demand" machine in Riverside County. They bring a forward-looking approach to library operations, assessing the current needs of all of our libraries and determining recent developments in the field to address those needs effectively and within budget constraints.

Early discussions with community leaders typically involve LSSI's staff sharing an observation and then offering a menu of possibilities to address it. For example, respondents to a recent performance survey mentioned advances in procedures, purchasing, and technology that vastly improved their libraries' functioning by reducing backlogs. In one community, the timeline for acquiring new items and getting them on the shelves for public use dropped to only a few days after LSSI began administering the work. Depending on the needs and priorities of the local population, other possibilities might include popular enhancements such as DVD and book kiosk dispensers in the lobby. Regardless of the details of any particular innovation, the library's staff members benefit from working with LSSI's experts who are knowledgeable about a wide variety of new library approaches and technology and have working experience with these innovations elsewhere.

3.4 A Proven, Effective, Seamless Transition

An important first step in all new LSSI library operations contracts is to conduct an informative, systematic program of public outreach. After meetings have been held with community officials, existing library staff members, Library Commission members, Friends groups, and other library stakeholders, LSSI follows a successful transition plan that incorporates what we learned during the outreach meetings into a series of well-defined steps customized for each library. LSSI's general transition plan is described briefly in Appendix 1. A similar plan would be developed for Moreno Valley residents and officials.

During contract startup and later implementation phases, the level and type of operational and administrative resources provided by LSSI will include input and assistance from LSSI's senior staff in Moreno Valley, in our California headquarters located in Riverside, or in our East Coast locations.

3.5 Judicious Staff Selection, Development, and Long-term Loyalty

LSSI will staff the Moreno Valley Public Library with experienced, well-qualified staff members who will provide services and programs to Library customers during all hours the Library is open to the public. LSSI hires the best and brightest to become LSSI staff members and augments their expertise with that of LSSI's senior support staff and Management Team. Going forward, all employees hired to work in the Moreno Valley Public Library will be LSSI employees, and LSSI will pay all costs related to their employment, including:

- Provision of employee benefits
- Annual and sick leave, and holidays
- Health, dental, life and long-term disability insurance
- Social security
- 401(k) plan with an accompanying contribution by LSSI
- Tuition reimbursement
- ALA membership for senior staff
- Direct deposit for paychecks
- Wide variety of insurance options through AFLAC, including short-term disability
- Employee recognition programs

The staffing structure for each LSSI-operated library system depends on the local needs. Each library system has an LSSI Library Director who is responsible for:

- Overseeing the work of the local staff;
- Coordinating with LSSI's management team to request resources;
- Working with the LSSI HR department to provide the necessary paperwork or electronic files for new hires, employee evaluations, benefits registration, etc.; and
- Developing a team of well-trained and cross-trained staff members who are able to accomplish all of the tasks required in a professional and enthusiastic manner.

LSSI's staff members will also collect and report statistics on library use to both LSSI and the City. In addition to the Library Director, LSSI will designate a back-up person, who will be in charge and responsible for these tasks in the absence of the Library Director.

An indicator of the system-wide effects of LSSI's recruitment, training, and rewards (and sanctions) procedures is the longevity of staff in our libraries. As noted in the box, our turnover is far lower than that seen in the private sector nationally, and regionally in the West. Most notably, nearly 60 percent of the employees in the Riverside County Library System who began employment with us almost 16 years ago are still with LSSI today. This staff stability helps to improve the quality of services to patrons and saves money.

LSSI Employee Satisfaction = Low Employee Turnover

- LSSI offers its clients continuity and stability of library staff.
- US companies average 25-30% employee loss each year. LSSI experiences only 13%.
- US Bureau of Labor Statistics reports a 23-24% annual employee loss in the US West region.
- LSSI's West region sites in CA, OR, and TX experienced only 19% turnover.
- Over time, the differences grow. For 2000-2009, US companies averaged 24% employee loss annually, attrition that would mean a loss of 90% over ten years.
- Turnover at LSSI is much lower: after nearly 16 years of LSSI's operations, the Riverside County Library System has retained nearly 60% of its original staff.

4. Planning Specific to Moreno Valley

Moreno Valley is accustomed to, and expects, excellent library service. It will be LSSI's intention to maintain all existing programming and services while exploring what new services the community desires. LSSI's staff will reach out to other City departments and agencies as well as the corporate and nonprofit sectors in the area to develop working relationships with them. LSSI will consult with City leadership, the Library Commission, the Friends of the Library group and other Library stakeholders to define service priorities needing attention.

4.1 Collection Development

Collection development in the Moreno Valley Public Library will be a local process. Local staff supported by LSSI's team of collection-development experts will make selection decisions as to what belongs on the shelves. This support can take a number of forms, including analysis of the collection to ensure responsiveness to local needs; assistance with selection tools and techniques; streamlined, automated acquisitions processes for materials to reach customers quickly; and support for handling specialized materials. The local Library Director for Moreno Valley will approve all selections made by the library staff before those materials are purchased, as well as the discard list for items targeted for weeding. In addition, LSSI will weed the collection only as agreed to by the City and work with Moreno Valley Friends of the Library group, as is current practice, or whomever the City designates for processing discards.

Analysis of the current collection will include an assessment of items' ages, conditions, and adequacy to meet patron needs (as indicated by present circulation patterns and other usage data). LSSI will pinpoint areas of the collection that are outdated, obsolete, out of scope for community needs, and unused. It will also reveal areas that need to be further developed by the addition of new items. Using information gained through this review, LSSI will build a collection that is responsive to the needs of the community by being current, authoritative, and available in appropriate formats.

LSSI's Collection Management Team will be available on an on-going basis to assist the local staff with routine tasks like order placement and tracking, and weeding of the collection. LSSI's Management Team will review the Collection Development Plan regularly to ensure that it continues to reflect community needs.

LSSI's economies of scale help libraries stretch their library materials budgets. LSSI currently spends more than $7.5 million annually on books and materials for the libraries we operate. Our combined purchasing power commands the highest available discounts on both materials and processing costs. The benefit to the City will be that each dollar spent on the collection will buy more books and materials with LSSI's discounts than it could otherwise purchase.

4.2 Integrated Library System (ILS)

There will be no change to the Integrated Library System at the Moreno Valley Public Library. The Moreno Valley Library is currently part of the Inland Library Network through Riverside County. LSSI operates the Polaris ILS for the Inland Library Network. However, under LSSI operations, the Moreno Valley Library will be able to take advantage of a variety of additional features of the automation system that have been designed to help libraries operated by LSSI simplify ordering procedures and reduce costs, specifically:

- **Electronic ordering and acquisitions system.** Moreno Valley library will be able to take advantage of the LSSI electronic acquisitions system, which allows libraries to place electronic orders and receive electronic invoices from all of the major library vendors, substantially reducing staff time and improving accuracy and fulfillment.

- **LSSI cataloging services.** Under LSSI operations, it will no longer be necessary for the Library to subscribe to expensive cataloging services because LSSI maintains a union database of most of the cataloging records that libraries need; records that cannot be found there can be requested directly from LSSI cataloging staff at no cost, resulting in substantial savings in both direct costs and staff time.

- **Electronic commerce.** All libraries operated by LSSI can take advantage of a web-based PCI-compliant e-commerce system that allows patrons to pay fines and fees or even make donations to the Library online. This is an optional service for those clients that want to use e-commerce systems.

- **Customized reporting and analysis.** LSSI support staff provides customized monthly, quarterly and annual reports for all libraries we operate to help library staff monitor how well their collections, services, and staff are performing, and how performance could be improved. In addition, LSSI staff will create special reports and analyses whenever necessary.

In short, even though the automated library system will remain the same under LSSI operations, the Moreno Valley Library will be able to take advantage of a variety of services that LSSI has built on that automation platform which the Library would not have had access to otherwise.

4.3 Hours of Operation

The Moreno Valley Public Library is currently open just five days per week for 53 hours as a result of recent reductions. LSSI proposes to operate the library seven days per week for a total of 66 hours as follows, subject to the approval of Moreno Valley City Council:

Suggested Schedule of Operation Hours:

Monday thru Thursday:	9am – 8pm	Saturday:	9 am – 5pm
Friday:	9am – 6pm	Sunday:	12 pm – 5pm

4.4 Services and Programs

LSSI staff will review information about residents' needs and interests with the current program and service offerings in mind. In consultation with City leadership, LSSI will propose continuation, refinement, and/or augmentation of the Library's offerings, should there be interest. LSSI can work with City officials and nonprofit leadership to define joint activities. For example, in Collierville, Tennessee, LSSI's Library staff works jointly with AARP to offer safe driving seminars for senior citizens. Upon successful completion, senior citizens can receive a discount on auto insurance rates. In addition, AARP and the library staff partner to offer tax preparation assistance.

LSSI has a successful track record; our libraries provide programming—as appropriate to the community—for adults, teens, children, the underserved, senior citizens, daycare centers, and those in need of literacy and English-language instruction. For example, should City officials wish to augment the Library's programming for the area's Spanish-speaking population, they could examine the curriculum and attendance figures at LSSI's ESL programs. In Riverside County, LSSI's staff members offer an innovative Latino outreach program called, "***Leer Es Triunfar – Reading is Succeeding,***" that has brought thousands of new residents into the Library. (The ALA recognized this program in 2005, which awarded it the John Cotton Dana Award for Library Public Relations Campaigns.) LSSI and its staff members have also taken a lead role in the state of California in promoting Día de los Niños/Día de los Libros (Day of the Child/Day of the Book), an annual celebration of books and reading for all children with an emphasis on multicultural and bilingual children. LSSI's program was initially funded by a grant from the California State Library and was later a recipient of the Raúl and Estela Mora Award from Reforma.

The Palmdale Library was one of six libraries in the nation to receive a grant in 2013 from the Association of Library Services for Children (ALSC), a division of the American Library Association, to present a family Día de los Niños Family Book Grant. The resulting program, ¡Leamos Palmdale! (Let's Read Palmdale) will present four Family Book Club programs where adults and children will discuss themes of four different children's books and how they correspond to experiences in their families.

In the Camarillo Library, our staff has designed a highly interesting and engaging series of programs from cooking demonstrations to master gardener programs. Routinely, every program at the Camarillo Library is standing room only or wait-listed as the Library has developed a reputation for creative programming and events. The Camarillo Library partners with a variety of other educational institutions in the area to host an annual Camarillo Reads series focusing the community on reading a book. In 2012, Father Gregory Boyle, who authored a memoir about mainstreaming Los Angeles gang members to productive work, "Tattoos on the Heart," drew a crowd of more than 530 persons. This year's author, Novela Carpenter, whose book "Farm City" about urban farming in Oakland, drew several hundred people.

In addition to popular children's programming (pajama story times, wacky Wednesdays, lap-sit story times, and family interactive story times, etc.), LSSI's staff has designed programs that have successfully drawn more teens into our libraries. For example, in Finney County, Kansas, LSSI's Teen Advisory Board solicits on-going input from teens themselves about programs of interest and additional services needed. In Germantown, Tennessee, LSSI has begun an extensive anime program, very popular with young adults, that includes anime screenings, presentations and demonstrations by anime artists, and the establishment of an anime discussion group. Anime

attracts a different segment of the teen population from those of more traditional library programs, and LSSI was successful at securing a grant to design and pilot this effort, which is now part of the Library's regular program offerings. Any ideas that have worked in our other settings could easily be offered for consideration to augment existing programming in Moreno Valley.

Children participate in sushi making program in Germantown, TN.

LSSI's staff members also work diligently to creatively attract and then sustain adult interest in a range of library offerings and programs. In Jackson County, Oregon we offer countywide reading programs, lecture series, writing groups, and readings by noted local poets and authors that attract adult participants.

Developing partnerships to build successful programming is a hallmark of LSSI's approach to creating vibrant activities in the library. In 2009, Cal Humanities, the California Council for the Humanities, selected Riverside County Libraries as its partner for an innovative program called "Making a Difference." This effort has encouraged the development of programs for civic engagement in the Library. This type of program has since become popular with the American Library Association and the Public Library Association in developing projects to encourage civic engagement in libraries. Riverside County's project drew the attention of the entire state of California and in 2010 two other library jurisdictions joined RCLS in this project. A feature article describing this project appeared in *Public Libraries* magazine in late 2012 ("Making a Difference: Civic Engagement at the Public Library," *Public Libraries* 51, n 4, 2012).

As noted above, LSSI has also designed and implemented programs specifically for senior citizens. In addition to the joint efforts with AARP, we often offer courses in beginning computer technology and other topics geared specifically toward older users. In Jackson County, Oregon, and Germantown, Tennessee, outreach staffs have established regular schedules for visits to area long-term care and assisted living facilities, as well as special mail services to the homebound.

This overview of possibilities for augmenting Moreno Valley's current offering of services and programming is cited to demonstrate LSSI's creativity and high energy level, both of which result in vibrant, active libraries responsive to the local reading and information needs of the community.

4.5 Performance Monitoring and Reporting

During the first year of operations, LSSI will begin a focused planning process intended to identify service needs and priorities for the Moreno Valley Library. From these discussions, LSSI will consult with all local Library stakeholders to define and prioritize immediate goals and objectives for the Library. In addition to providing a documented road map to the Library's future, this effort will also yield benchmarks for performance dimensions such as circulation volume, number of visits to the Library, program attendance, and availability of materials. The Library staff will track progress toward these goals through the use of statistics, and will focus on improving Library services and Library usage by the community on a continuing basis.

Periodically, as deemed useful by the City, LSSI's staff and officials will revisit these indicators to keep them timely and relevant. LSSI will also review the Library's policies and procedures on an annual basis, and make recommendations to the City for any needed changes. In addition, LSSI will carefully, consistently, and accurately collect all core Library performance measures and use statistics required by the State Public Library Statistics, and will ensure that the data are submitted to the State Library in a timely fashion each year. Using those requirements as a minimum, however, we will also provide additional detailed information to the City as required for its deliberations.

4.6 Community Relations

LSSI will work with Moreno Valley's Friends of the Library group to enliven activities, as appropriate, and perhaps recruit additional members. In addition, we will seek guidance and collaboration with the Library Commission members regarding outreach and engagement of community groups.

LSSI's staff members actively solicit community input and build effective relationships with a variety of library stakeholders in our library communities. Our librarians routinely visit schools, senior citizen centers, local corporations, nonprofit organizations, and other government agencies to establish partnerships for programs and other resources to benefit all parties. Doing so has resulted in formal affiliations with groups such as local historical societies as well as the development of ad hoc or special-purpose working relationships for specific projects. Recent examples include joint efforts with the local gardening club in Collierville, Tennessee, when the traveling Smithsonian exhibit on the White House Gardens was installed at the Library for its month-long stay; the long-standing and now formal relationship with the Tennessee Genealogical Society (which resulted in LSSI operating the Germantown Regional History and Genealogy Center); and local affiliations which have also led to financial support for many of our libraries from merchants such as Target, Walmart, and Mervyns.

Staff in the Shasta Public Libraries in Redding, California, built a network of strategic partnerships to support its literacy program. These partners include the Rotary Clubs, Shasta College, the Redding Unified School District, Scripps Howard Foundation, and several other local businesses and non-profit groups. In Jackson County, Oregon, the Library has partnered with a group called LISTO to provide services for non-English language speakers, including bilingual computer classes. In Riverside County Library, our library staff has developed a partnership with the Workforce Investment Board to develop ways to use the County's Library branches to help connect job seekers and employers.

Robust community relations also stem from having an active volunteer group and finding creative ways to use volunteers in fulfilling assignments that enhance the Library's offerings. LSSI's staff routinely recruits, trains, motivates, and rewards volunteers working in libraries we operate to complement the efforts of paid library staff members. We look forward to working with Moreno Valley in this area.

These are just a few examples of LSSI's approach to community outreach. After consultation with public officials, the Library Commission and other local library stakeholders, we will draw on these and other experiences to design comprehensive outreach efforts appropriate to Moreno Valley.

4.7 Related Experience and References

LSSI's approach to operating a community's library is to establish and maintain a constructive, effective partnership, drawing on the strengths of each party. This partnership will allow the City of Moreno Valley to define local policies and service priorities based on the values and needs of its residents, while delegating the Library operations to LSSI's staff with its expertise in library leadership and technology. We are confident that

you will learn as you check our references shown in the complete client list in Appendix 2, that LSSI's clients and their library customers have benefited greatly from this approach.

4.8 Administrative Decisions

Moreno Valley officials will continue to establish policies, guidelines and regulations for the library. As appropriate, LSSI will suggest policy changes for the City's consideration. After review of Moreno Valley Library's policies, LSSI will train all staff in their application and monitor adherence to those policies. In addition, all data and records related to these and other policy areas will be available at all times for review by Moreno Valley officials.

4.9 Other Facets of Your Partnership with LSSI

Fiscal Stability

LSSI was founded in 1981 and is a fiscally sound and stable company. We have a long history of banking with PNC Bank, and maintain a Line of Credit of $1.5M, although we have seldom needed to access it. LSSI's continued growth, financial reserves, and financial backing make it an excellent business partner for the City of Moreno Valley.

Alternative Revenue Sources

LSSI aggressively seeks supplemental revenue sources including grants, foundation funds, research funds, and property mitigation fees for our clients. Our library staff members in Riverside County, for example, have successfully written, received, and implemented more than $5M in grants and supplemental income to support literacy programs for adults and children, teen reading programs, tutoring, and outreach programs for Latino residents. Additional grants have been awarded to other LSSI libraries to support new library construction, collection development, marketing and outreach.

LSSI brings extensive experience in grant writing and implementation to our libraries, and we will continue to work with the State Library of California as well as with Federal and other sources to win grant funding for programs and resources of interest to Moreno Valley. Other avenues we will explore on your behalf include:

- Corporate and organizational sponsorships to augment Library resources and programming
- Annual Fund Drives for the Library, along with planned giving and earned income programs
- Book-based donation programs

LSSI also handles the federal E-Rate applications and submissions for most of the public libraries we operate. We submit all required paperwork as quickly as possible to ensure prompt reimbursement for the communities we serve.

5. Pricing

In preparing this proposal, LSSI has analyzed the information provided to us regarding the Moreno Valley Public Library's current staffing, operations, and line item budget for FY 2012/13. To briefly summarize the FY 2012/13 budget, the total amount currently budgeted for the Library is $2,045,041. Subtracting Internal Transfers, which total $515,200, the total 'controllable' portion of the FY 2012/13 budget is $1,529,841, which LSSI has used as

the Baseline Budget for comparison purposes. Of that amount, $1,343,391 (88%) is budgeted for Personnel; $64,350 (4%) for database subscriptions and books & materials; and the remainder, $122,100, for Other Direct Operating Expenditures.

LSSI's efficiencies developed through operating 78 community libraries across the nation and the economies of scale our size provides will allow LSSI to reduce controllable (i.e., excluding Internal Transfers) operational costs for the Library by $250,000 in the first year of operations, while increasing the hours of operation for the Library from 53 to 66 hours per week, a 25 percent increase, and increasing the budget for books and materials by 200 percent. The table below shows our price and projected savings for the next five years.

	CY1	CY2	CY3	CY4	CY5	Total
Baseline Budget	**$1,529,841**	**$1,568,087**	**$1,607,289**	**$1,647,471**	**$1,688,658**	**$8,041,346**
Library Operations	$1,086,840	$1,114,011	$1,141,861	$1,170,408	$1,199,668	$5,712,788
Library Materials	$193,000	$193,000	$193,000	$193,000	$193,000	$965,000
Total LSSI Price	**$1,279,840**	**$1,307,011**	**$1,334,861**	**$1,363,408**	**$1,392,668**	**$6,677,788**
Annual Savings	$250,001	$261,076	$272,428	$284,063	$295,990	$1,363,558

Assumptions:

- Baseline budget excludes $515,200 in internal transfers.
- Library Operations costs are escalated annually at 2.5%, except for Library Materials.
- The Library will be open to the public 7 days per week for 66 hours.
- Proposed budget for Library Materials is 200% higher than Baseline Budget.
- The actual budget for Library Materials will be assessed and approved annually by the City Council.
- LSSI will invoice 1/12th of the annual price for Library Operations per month.
- Library expenses budgeted for Library Materials will be billed monthly as incurred.
- The Library Materials budget includes a 5% Material Handling Fee.
- All fines & fees determined solely by the City and collected by the Library, will be remitted to the City.
- Any donations to the Library will be remitted directly to the City.
- The City will continue to maintain the Library facility and grounds; provide I.T. support for Library computers and equipment; provide janitorial and security services for the Library.
- The City will continue to be responsible for all capital improvements and expenditures for the Library.
- The City will continue to provide insurance coverage for the facility.
- The City will continue to provide utility services to the Library.
- The above pricing scenarios are valid until July 31, 2013.

APPENDIX 1. General Transition Plan

[illegible]

- Meet with interested incumbent Library staff members
  - Introduce LSSI
  - Explain LSSI's hiring process
  - Answer questions
- Advertise in local media for applicants for open library positions
- Hold meetings to follow on the earlier outreach effort with:
  - Moreno Valley's City Manager and staff
  - City Council members, committees, staff
  - Other relevant City offices identified by City leadership
  - Library Commission members
  - Friends of the Library
  - Library volunteers
  - Other Library stakeholders and interested parties
  - Community business and civic leaders
- Define the Library staffing configuration if – based on discussion with the City –it needs to be modified
- Staff the Library:
  - Interview interested incumbent Library staff members
  - Make job offers as appropriate
  - Interview and hire new applicants for any remaining open positions
- Schedule and hold LSSI staff orientation session for all employees, both incumbent and new Library staff members:
  - Review LSSI benefits package
  - Discuss performance expectations and performance reviews
  - Discuss transition from public to private employment
  - Answer questions
- Perform an overall assessment of the Library in consultation with the City:
  - Examine the current facility
  - Review existing Library policies
  - Analyze Library operations
  - Evaluate existing programming and identify ways it could be enhanced
  - Review collection and collection development procedures
  - Identify immediate and long-term service to upgrades of interest to Moreno Valley
- Further refine the Transition Plan as needed, to incorporate additional services
- Establish formats and timelines for required periodic financial and performance reports

AT CONTRACT START

- Open the Library on the schedule agreed upon in the contract
- Begin appropriate staff training
- Begin new hours in agreement with the City
- Implement plans for circulation, planning, performance monitoring, budgeting, furnishings, equipment, services, programs, and community outreach
- Compile and submit sample monthly and annual performance reports

[illegible]

- Assess progress according to established milestones
- Consult with designated City representatives, community groups, and Library staff members regarding needed refinements
- Revise plans for upcoming contract periods

APPENDIX 2. Current LSSI Clients

Client	Contact Person	Telephone
Arlington, TN	Russell Wiseman, Mayor	(901) 867-2620
	Ed Haley, Town Superintendent	(901) 829-5600
Camarillo, CA	Bruce Feng, City Manager	(805) 388-5309
	Rich Petropulos, Director of General Services	(805) 383-5679
Collegedale, TN	Ted Rogers, City Manager	(423) 468-1864
Collierville, TN	James Lewellen, City Administrator	(901) 457-2200
Farmers Branch, TX	Rachel Johnson, Asst. to the City Manager	(972) 919-2515
Finney County, KS	Darla Daniels, Chair, Board of Library Trustees	(620)260-6250
Germantown, TN	Sharon Goldsworthy, Mayor	(901) 757-7252
Jackson County, OR	Danny Jordan, County Administrator	(541) 774-6003
	Lisa White, Business & Support Services Manager	(541) 774-6402
Leander, TX	Stephen A. Bosak, Dir. of Comm. Srvs.	(512) 528-9909
Millington, TN	Terry Jones, Mayor	(901) 872-6252
Moorpark, CA	John Brand, Senior Management Analyst	(805) 517-6248
	Jennifer Mellon, Former Sr. Mgmt Analyst	(805) 517-6247
Osceola County, FL	Don Fisher, County Manager	(407) 742-2385
	David Barnett, Special Projects Manager	(407) 742-8800
Palmdale, CA	David Child, City Manager	(661) 267-5101
Red Oak, TX	Todd Fuller, City Manager	(972) 617-6831
Riverside County, CA	Rob Field, Executive Director of EDA	(951) 955-4860
San Juan, TX	J.J. Rodriguez, Deputy City Manager	(956) 702-6420
Santa Clarita, CA	Darren Hernandez, Deputy City Manager	(661) 255-4925
Shasta County, CA	Kurt Starman, City Manager	(530) 225-4060
	Peggy O'Lea, Library Foundation Director & Library Advisory Council Chair	(530) 246-0146
Simi Valley, CA	Samantha Argabrite, Asst. to the City Manager	(805) 583-6707

APPENDIX 3. LSSI's Standard Library and Administrative Services Agreement

LIBRARY ADMINISTRATION AND OPERATIONS AGREEMENT

This Agreement is made as of _____, 201_ between:

LIBRARY SYSTEMS & SERVICES, LLC, a Maryland limited liability company with a mailing address at 12850 Middlebrook Road, Suite 400, Germantown, Maryland 20874 ("LSSI"); and _____ _____, with a mailing address at _____, ("Customer"). LSSI and Customer are each sometimes referred to herein as a "Party" and collectively, the "Parties".

The Parties agree as follows:

1. ***Services and Goods.***

(a) Services. During the term of this Agreement, LSSI will provide the labor and administrative services described on Schedule A (collectively, "Services").

(b) Provision of Goods. LSSI may purchase goods for use in the management and operation of the Library (as defined below). At LSSI's sole discretion, LSSI may select sources of goods. Title to all items purchased by LSSI shall at all times reside in Customer. If LSSI furnishes any goods to Customer, LSSI will use good faith efforts to extend the manufacturer's warranty, if any, to Customer.

2. ***Term and Termination.***

(a) Term. This Agreement shall commence on _____, 201_ ("Effective Date"), and continues in force until _____, 201_ ("Expiration Date"), unless sooner terminated in accordance with this Section 2.

(b) Termination for Convenience. Either Party may terminate this Agreement after twelve (12) calendar months from the Effective Date with or without cause by giving the other Party six (6) calendar months written notice of termination prior to the end of Customer's fiscal year which ends in the month of _____.

(c) Termination for Default. If either Party breaches any material provision of this Agreement and fails to correct the breach within thirty (30) days after receiving written notice specifying the breach (or, if the breach cannot be corrected within thirty (30) days, fails to progress diligently towards correction), then the other Party may terminate this Agreement by giving written notice to the breaching Party, except that LSSI shall have the right to terminate this Agreement if Customer fails to pay any amount due LSSI and such failure continues for ten (10) days after written notice thereof.

(d) Renewal. Subject to the termination provisions in accordance with this Section 2, this Agreement shall automatically renew and the Expiration Date extended for successive renewal periods equal in duration to the original term of this Agreement, unless written notice of intent to not renew is given by a Party at least six (6) calendar months prior to the Expiration Date.

3. ***Price and Payment.***

(a) Price. LSSI shall perform the Services for the Charges (exclusive of any current or future taxes) set forth in Section E of Schedule A.

(b) Payments. LSSI shall invoice Customer prior to each month's service for the monthly amount set forth in Section E of Schedule A. Invoices shall be paid by bank wire transfer or Automated Clearing House (ACH) direct debit to a bank account designated by LSSI on or before the fifth (5th) day of such month (the "Due Date") and shall bear interest at the rate of one and one quarter percent (1¼%) per month if not paid in full by the Due Date. If LSSI has not received payment by the Due Date, it may suspend performance contemplated under this Agreement until full payment has been received. LSSI shall add to its invoices any current or future taxes (other than LSSI's income tax) payable by LSSI on account of this Agreement, the Services, or Customer's payments hereunder, except to the extent Customer furnishes in advance a valid certificate of exemption from such taxes.

4. ***Insurance.***

(a) Insurance. During the term of this Agreement, LSSI shall maintain in force at its own expense commercial general liability insurance coverage of at least one million dollars ($1,000,000) each occurrence and two million dollars ($2,000,000) annual aggregate. LSSI also shall maintain workers compensation insurance providing the statutory benefits required by law.

(b) Property Insurance. Customer will keep its buildings and their contents insured against loss, cost, damage or expense resulting from fire, explosion or any other casualty in an amount equal to the full replacement cost thereof ("Casualty Insurance"). If any loss, cost, damage or expense resulting from fire, explosion, or any other casualty or occurrence is incurred by Customer in connection with its buildings or their contents, then Customer hereby releases LSSI, its owners, officers, employees, agents and volunteers from any liability it may have on account of such loss, cost, damage or expense to the extent of any amount receivable by reason of such Casualty Insurance, and waives any right of subrogation which might otherwise have existed or accrued to any person on account thereof.

5. ***Information, Intellectual Property and Employees.***

(a) Information. In the performance of this Agreement, LSSI may be exposed to information regarding the identity of Customer's patrons, Customer may be exposed to information regarding LSSI's proprietary library management techniques, and either Party may be exposed to other information designated in writing by the disclosing Party as confidential (collectively, "Confidential Information"). Each Party shall: (1) use the same care to protect the other Party's Confidential Information from disclosure that such Party uses to protect its own information of like importance; (2) limit duplication of Confidential Information to the extent needed to perform this Agreement; and (3) disclose Confidential Information only to employees having a need to know in connection with performance of this Agreement, and who are informed of the contents of this provision prior to disclosure. This provision shall survive termination or expiration of this Agreement; and, on such termination or expiration, each Party shall return all Confidential Information, including all copies, to the owner of such information and, if requested, shall certify in writing that all such information has been returned. Because the damage resulting from a breach of this provision would be difficult or impossible to quantify and remedy at law, in case of such breach, or the threat of such breach, the Party whose Confidential Information is threatened to be disclosed shall be entitled to injunctive or other equitable relief.

(b) Intellectual Property. Nothing in this Agreement confers any license or right to use any trademark, service mark, copyright or other intellectual property right, whether now owned or hereafter developed, of either Party.

(c) Employees. Customer shall not actively solicit for hire or hire any employee of LSSI during the term of this Agreement or for a period of six (6) months after termination or expiration of this Agreement, unless such employee previously was an employee of Customer.

6. ***Customer's Obligations.***

(a) Facilities, etc. Customer shall make available to LSSI without charge, solely for LSSI's use in performing the Services, all properties, facilities, equipment, collections, supplies, records, files and data used or useful in the operation of the Library that are in Customer's possession, custody or control as of the date hereof. Customer reserves all ownership rights in such properties and LSSI shall return such properties to Customer, ordinary wear and tear excepted, at the termination or expiration of this Agreement.

Customer is responsible for the structure, improvements, maintenance, janitorial services and janitorial supplies, repairs and property insurance at the Library building (except for damage caused by LSSI). This includes the interior and exterior of the structure, all restrooms, electrical, building systems, and the heating and air conditioning system. LSSI shall work with LSSI Staff and City to ensure effective building maintenance by promptly identifying and reporting problems with the facilities.

Customer is responsible for maintaining the entire Library site, including landscaping and grounds maintenance.

(b) *Security*. Customer is responsible for providing security services for the Library and surrounding area.

(c) *Utilities*. Customer is responsible for payment of utilities at the library facilities, including electricity, gas, water, waste disposal and recycling, telecommunications and Internet access.

(d) *Policies*. Customer shall be responsible for setting all policies that govern the operations of the Library.

(e) *Revenue Generating Opportunities*. Customer shall make available to LSSI without charge adequate space in the Library to develop and implement new revenue generating services, such as services to the business community, retail sales (books, gifts, refreshments, etc.) and other fee based services, to benefit the community, Customer and LSSI ("Additional Services"). Customer will use its best efforts to assist LSSI in the promotion and implementation of these Additional Services. Customer shall have the final approval of all Additional Services, with such approval to not be unreasonably withheld, conditioned or delayed. Unless otherwise approved by Customer, the provision of these Additional Services shall not in any way substantially reduce the space or Library services provided prior to the implementation of these Additional Services.

7. *Excluded Services.*

Notwithstanding any other provision of this Agreement to the contrary, the Services shall not include, LSSI shall have no responsibility for and Customer shall be fully responsible for the following:

(a) Any goods or services, including payroll, that were rendered to Customer prior to the Effective Date.

(b) Unfair labor practices, grievances, or any claims or litigation whatsoever arising out of the hiring and/or firing, layoff, subcontracting, assignment, reassignment or discipline of any Library staff not employed by LSSI at the time of the relevant incident.

(c) Any worker's compensation or other claims arising from injuries sustained prior to the Effective Date by any Library staff not employed by LSSI at the time of such injuries.

(d) Any costs of any current or future employee benefits, including payroll taxes, retirement benefits, voluntary retirement incentives, pension contributions, employee buyouts or other similar programs adopted by Customer.

8. Conflict of Interest.

LSSI shall not, directly or indirectly, acquire any interest which will conflict in any manner or degree with the performance of its services hereunder. In this connection, LSSI, its employees and consultants shall make no political contributions to any political campaign or initiative affecting the Customer, nor should the customer make such a request of LSSI to do so.

9. Notices

Any notice regarding the performance of services under this contract shall be considered delivered using regular U.S. mail services, email, or fax to the attention of the parties listed below:

[Customer Name]	LSSI
	Ronald A. Dubberly, CEO 12850 Middlebrook Road, Suite 400 Germantown, MD 20874 Email: Ron.Dubberly@lssi.com Fax: 301-540-5522

10. Miscellaneous.

(a) Independent Contractors. The relationship of the parties is that of independent contractors, and no partnership, joint venture, agency, employment, or other relationship is intended.

(b) Assignment. Neither Party may assign this Agreement to a third party not affiliated with such Party without the prior written consent of the other Party, except that LSSI may subcontract or delegate portions of the Services; provided, however, that in no case shall Customer be liable to any party other than LSSI, or for any amount in excess of the price specified on Schedule A, plus any additional charges permitted hereunder.

(c) Warranty. LSSI warrants that it will perform the Services with at least the care, diligence and expertise generally accepted in the library service industry. **There are no other warranties, express or implied, including warranties of merchantability or fitness for a particular purpose.**

(d) Limitation of Liability. In no case shall either Party be liable for any damages, losses, costs or expenses under or in connection with this Agreement, whether for breach of contract, tort or otherwise in excess of an amount equal to the lesser of (i) the actual damages suffered by the aggrieved Party, or (ii) the Charges for the twelve (12) month period (as shown in Schedule A, as it may be amended) in which such damages allegedly incurred. In no case shall either Party be liable for any punitive, exemplary, incidental, consequential, or special damages arising out of or in connection with this Agreement.

(e) Force Majeure. LSSI shall not be liable for any failure or delay in performance of this Agreement due to causes beyond its control, including, but not limited to, strike, war or civil disturbance, weather emergency, or general failure of any necessary supply, service or utility.

(f) Customer's Representation. Customer represents and warrants that it has all necessary legal authority to enter into and perform this Agreement and that the person executing this Agreement on its behalf is legally authorized to do so.

(g) Notices. Notices required or permitted under this Agreement shall be effective upon the third (3rd) business day after deposit in First Class mail, or the next business day after deposit with a recognized overnight courier, or upon receipt if e-mailed or faxed to the respective e-mail addresses or fax numbers, if addressed to the parties' respective addresses and marked to the attention shown on the first page of this Agreement.

(h) Law and Enforceability. This Agreement shall be governed by and construed in accordance with the laws of the State of _____. If any provision of this Agreement is conclusively determined to be illegal, invalid or unenforceable, then such provision shall be severed, and the remaining provisions of this Agreement shall be so construed to carry out, as nearly as legally permitted, the intentions of the parties.

(i) Survival. The provisions of Sections 5 and 8 shall survive any termination or expiration of this Agreement.

(j) Entire Agreement. This Agreement contains the entire understanding of the parties on the subject matter hereof and supersedes all prior statements and agreements on that subject. No failure or delay by either Party in enforcing any provision of this Agreement shall operate as a waiver. This Agreement may be modified or waived only in writing signed by the Party against whom such modification or waiver is sought to be enforced.

Intending to be legally bound, the parties have caused this Agreement to be executed by their duly authorized representatives.

_____	LIBRARY SYSTEMS & SERVICES, LLC
By: _____	By: _____
Name: _____	Ronald A. Dubberly
Title: _____	CEO

Schedule A

Agreement for Library Administration and Operations

A. Statement of Work

LSSI will administer the operations of Customer's library facilities (collectively, "Library"), including the accounting for, purchase of and payment for payroll services and goods and services from vendors for budgeted supplies, other direct operating expenditures, Library Materials (as defined below) and Capital Items (as defined below) sufficient to operate the Library in accordance with the policies and guidelines approved by Customer.

LSSI shall provide, by and through its own employees or independent contractors ("LSSI Staff") any labor LSSI deems necessary for the operation of the Library. The cost of the LSSI Staff shall be paid by LSSI and is included in the Operating Budget (as defined below). LSSI shall have the sole and absolute right to hire and/or terminate the employment of the LSSI Staff from time to time to perform work under this Agreement. LSSI will provide the appropriate staffing levels to keep the Library open to the public for ___hours per week.

In addition, LSSI will develop a long-range plan for Customer in cooperation with Customer, elected and appointed local officials, other community stakeholders and the LSSI Staff ("Plan"). Using current professional standards and practice, the Plan will identify challenges and opportunities for the LSSI Staff and corresponding strategic responses, including specific goals and measurable objectives.

This Plan, when approved by Customer, will help govern the direction and focus of the LSSI Staff in fulfillment of their mission of providing effective and efficient Library service to meet the personal, professional and lifelong learning needs of the patrons served by the Library.

B. Scope of Work

1. Governance – Develop and maintain effective working relationships with local staff, elected officials, Library Board members, other appointed officials and community groups such as the Friends of the Library.

2. Fiscal Responsibility:

    a. Develop and maintain effective and efficient financial procedures.

    b. Review all aspects of Library operation and service for efficiency and cost-effectiveness, while making changes as appropriate.

    c. Lead preparation of annual operating and capital budget requests.

    d. Continue to seek innovative means of adding value for Customer at little or no additional cost, including completing grant applications.

3. Reporting:

a. Prepare and provide regular reports to Customer, describing Library activities and recommending changes in policies and operations as necessary and appropriate.

b. Prepare and provide timely statistical reports to the Customer on Library activities.

4. Staff Development and Coaching:

a. Support the professional development of all LSSI Staff.

b. Provide leadership and guidance to maximize LSSI Staff effectiveness in Library operations.

5. Public Services:

a. Provide prompt, friendly and accurate assistance in the use of the Library.

b. Provide prompt and accurate circulation information and reference services.

c. Provide requested materials promptly.

6. Collections – Provide high quality materials on a wide variety of subjects in varied formats for the community, according to established collection development plans.

7. Programming – Provide high quality, effective programs of interest to all major demographic groups in the community.

8. Information Technology – Develop and implement short and long range plans to procure, install and support sufficient hardware, software, network, telecommunications and other resources necessary to support the Library's mission.

9. Marketing – Effectively disseminate information and promote use of the Library, resources and services.

10. Facilities – Work with LSSI Staff and local officials to ensure effective building maintenance by promptly identifying and reporting problems with the physical plant.

C. Library Materials and Materials Handling Fee

On behalf and for the benefit of Customer, LSSI will negotiate favorable discounts and prices from Library suppliers for the purchase of all Library materials, which shall include, but not be limited to, books, periodicals, newspapers, microfilms, e-books and other electronic publications, electronic database subscriptions, standing orders, audio and video materials and cases, automated reference services, binding, cataloging and processing costs and the Materials Handling Fee (as defined below) (collectively, "Library Materials"). The responsibility for Library collection development policies will remain with Customer, and all Library Materials selections will be the responsibility of LSSI. LSSI will place orders with the suppliers and perform the accounting functions related to those orders, including prompt payment of the invoices. In accounting for the cost of the Library Materials, LSSI shall include a fee of seven and one-half percent (7.5%) of the cost of the Library Materials ordered ("Materials Handling Fee").

D. Excluded Costs

Customer shall be responsible for the following:

(a) Any costs, expenses, damages or losses occurring prior to the Effective Date.

(b) Any Capital Items, which shall mean any capital acquisitions, improvements or replacements of any of the properties, facilities, equipment, furniture, furnishings, fixtures or leasehold improvements of the Library, except that such Capital Items proposed by LSSI for its benefit shall be approved by Customer and paid for by LSSI.

(c) Any amount of costs for unbudgeted repairs, maintenance and/or upkeep of Capital Items owned by Customer.

(d) Any increases in the cost of any state or federal tariff items over the rate for such items prevailing as of the date of execution of this Agreement.

E. Operating Budget and Charges

Period	Charges ("Operating Budget")		Minimum Library Materials*
	Period	Monthly	
July 1 – June 30			

* Total cost of Library Materials is included in the Operating Budget and shall include the Materials Handling Fee.

The Operating Budget is contingent on other existing contractual terms, obligations and responsibilities remaining the same except as expressly noted herein.

Prior to three (3) months before the end of the last Period to which the amount of Charges have been agreed upon, the Parties shall begin to negotiate in good faith the amount of Charges that will apply to the next Period. If the Parties have not reached such agreement thirty (30) days before the end of such Period, then the new charge shall be equal to the Charge for the last month of such Period multiplied by twelve (12) or the number of Remaining Months, whichever is less, plus the percentage increase in the Employment Cost Index (ECI) in the

immediately preceding twelve (12) months for the census region of the country in which the Library is located, or 2.5%, whichever is greater.

LIBRARY STAFF SERVICE PROPOSAL

This document introduces why it is in the City's best interest to retain Library Services as an in-house operation during FY 13/14

May 30, 2012

Alternative to Outsourcing

Item No. G.1

MV00209176

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Executive Summary

Introduction

The Moreno Valley City Council has directed that the FY 13/14 budget be balanced without using reserves. The outsourcing of Library Services is being explored as one way of helping to close the budget deficit. The purpose of this document is to demonstrate why it is in the City's best interest to retain Library Services as an in-house operation during FY 13/14.

Cost to the City of Outsourcing

Should the City contract with Library Systems and Services, Inc. ("LSSI") to provide day-to-day operations of the public library, all Library Services Division staff would cease to be employees of the City. This would necessitate a buyout of all annual leave, grandfathered sick leave, and other accruals. As currently constituted, this amount is calculated to be in excess of $240,000. There could be additional employer costs involved, such as those for Medicare, unemployment compensation for those not hired by LSSI, etc.

The expenditure amount associated with this buyout not only nullifies the targeted savings figure of $200,000, but would force additional General Fund outlay, even when taking into account the contribution to PERS for FY 13/14, should Library Services remain in-house.

Customer Service Impacts

It is often stated that the primary way LSSI operates at a lower cost point than public sector libraries is by not contributing to public pensions. While this is true, there are additional "cost efficiencies" that are commonly used to achieve savings, such as employing fewer overall staff, employing fewer professional-level staff, having some staff work out of class, and having fewer staff working at any given time, all of which have a negative customer service impact, especially in such a busy library as Moreno Valley.

Restoring Public Service Hours on Fridays

The Mayor supports a five per cent furlough reduction for City staff and has outlined several solutions for covering the cost of this plan. In implementing this furlough reduction, library staff will be able to increase public service hours and are currently designing a staffing plan for opening the library on Fridays.

General Fund Subsidy and Revision of Internal Service Funds

This document will clarify the percentage of funds needed to support the library. The City's Chief Financial Officer has also indicated that the current method of allocating Internal Service Funds will be explored for possible further efficiencies. This could result in a lesser impact on the Library Services budget, but time is needed for further study and analysis.

Pending Litigation

The Court of Appeals issued an injunction against the City of Costa Mesa barring outsourcing of library services, pending a trial date of January 2014. Library staff recommend proceeding cautiously and awaiting a legal decision in this case before implementing outsourcing.

Summary and Recommendation

No savings could be realized in FY 13/14 by outsourcing the library; in fact, it would cost the City additional dollars to do so. When also considering the negative customer service impacts of LSSI's anticipated typical staffing plan, the furlough reduction being offered to all other City staff (which provides the opportunity of additional public service hours), the potential for internal service fund re-allocations, and the outcome of pending litigation expected during this fiscal year, it is recommended that Council direct that Library Services remain in-house for FY 13/14.

Cost to the City of Outsourcing

Background

In the Fall of 2011, City management staff met with a representative from Library Systems & Services, Inc. (LSSI) and discussed the possibility of providing private sector day-to-day operations of the Moreno Valley Public Library. It was determined at that time that savings were negligible and not expedient to pursue.

In March 2013, City management staff informed Library staff that the outsourcing of Library Services was being considered as a cost-cutting measure to help address the City's budget deficit, and that LSSI would be asked to submit a formal proposal to provide these services. In April 2013, City management staff reviewed Administrative Policy 2.25 (Privatization), which indicates that a work unit at risk of being displaced from their jobs may submit an alternative proposal to that of the private company. Library staff were given until May 30, 2013 to submit an alternative proposal.

At the April 30, 2013 Special Study Session of the City Council, City management staff presented a feasibility review regarding the outsourcing of library services. Council directed that library staff submit an alternative proposal.

Library operations are funded through two principal sources: Zone L revenues (a portion of property taxes dedicated to the library) and a subsidy from the General Fund. Staff reports and recent presentations to Council have identified a desired savings target of $200,000 from the General Fund subsidy to the library, to help address the citywide budget deficit of $8.3 million.

Leave Buyouts of Staff

If the City should negotiate a contract with LSSI to provide day-to-day operations of the public library, all Library Services Division staff would cease to be employees of the City. This would be considered a layoff and would necessitate a buyout of all annual leave, grandfathered sick leave, and other accruals for each career member of Library staff. As currently constituted, this amount is calculated to be in excess of **$240,000.**[1]

There could be additional employer costs involved, such as for Medicare and for unemployment compensation for those not hired by the contractor (Note: Library staff are not guaranteed positions with the private company and would need to submit employment applications and successfully complete the interview process in order to continue working at Moreno Valley Public Library.).

The incurred cost to the City of this buyout would not only nullify the targeted savings of $200,000, it would actually increase the outlay needed from the General Fund, even when taking into account the PERS contribution for FY 13/14, should library services remain in-house. Thus, no savings could be realized in FY 13/14 by outsourcing the library; in fact, it's clear that it would cost the City additional dollars to do so.

Increasing Cost of Contract

While staff would expect the first year of an outsourcing contract to illustrate savings to the City, we would also anticipate that cost increases are built in for each coming year, resulting in a less appealing multi-year scenario for the City. As reported in *SouthCoast Today:*

> "...In his research, Dr. Ward discovered that in the LSSI-run Riverside, California library system, the library's budget rose 18% from FY 1997-98 to FY 2001-02. Meanwhile services such as circulation decreased significantly, and the unit cost for service delivery increased by 58%."[2]
>
> "In at least one community (Fargo, ND), LSSI fees were substantially increased after the initial contract."[3]

It would also be necessary for City management staff to actively oversee the administration and monitoring of such a contract and to devise a system for ensuring that all service goals are being met on an ongoing basis.

Projected vs. Actual Savings

Numerous examples have been found throughout the library industry illustrating that actual budget savings from outsourcing have been less than what was projected and expected. In the interest of brevity, only a few have been included here.

As recently reported in the *Daily Commercial* (FL) newspaper:

> "The Osceola County [FL] Commission recently privatized its library services... Lake County Manager David Heath said Osceola officials have seen some savings, but not as much as they thought they were going to get."[4]
>
> "[Osceola] County officials initially anticipated an estimated cost savings of $2.5 million per year, only to tell the library board August 31 that LSSI had projected a more modest savings of $800,000 for the first year, totaling $4 million in savings over the length of a five-year contract instead of the county's expectation of $13.1 million saved overall, *Sentinel* reported. At the commission's request, County Manager Don Fisher asked LSSI to find more cost efficiencies; the firm responded with a proposal to cut the six-library system's operating hours from 72 hours per week to 42 in order to achieve an annual budget reduction of $1.9-million, the newspaper reported September 29."[5]

Writer Peter M. Gunn reported this past year:

> "The stickier wicket with regards to LSSI then is that, by its own admission through its business model, it doesn't actually save city/county governments any money. LSSI takes the money it's been budgeted, and then makes its cuts at will, and does whatever it wants with any money left over. Effective budget cuts is how LSSI gets its scrilla in the library game, and while it is the profit motive that allows LSSI to make cuts that can free up resources for better service, that same profit motive exhibits continuing downward pressure on library systems to not use all of the budget for ways to benefit the public. What does LSSI do with the extra money when it comes in under budget? Since LSSI is a private company, it's not obligated to tell anyone, even the taxpayers that are funding them."[6]

Author Jane Jerrard, who wrote a book for the American Library Association about the outsourcing of library services, stated, with regard to savings and earnings: "It's a closely-guarded secret." Jerrard compared privatized libraries with similar publicly run facilities in the

same state, looking at how library visits, materials held and circulation changed after LSSI took over. In one example, Kansas's Finney County library system saw a 29 percent drop in the materials held between 2003 (when LSSI took over) and 2009. The number of visits rose just half a percent. At the same time, a similarly-sized public library in Hutchinson County saw visits jump by 100 percent.[7]

And from the City of Oceanside, CA:

> "In memos sent to the City Council in January, [Oceanside] City Manager Peter Weiss said private company Library Services and Systems Inc., or LSSI, estimated it could save the city $300,000 to $400,000 annually…
>
> "[Oceanside City Councilman Jack] Feller said the projected savings would be a significant amount, but he was not convinced the projections would become a reality and did not consider the outsourcing of library services to be worth looking into."[8]

Customer Service Impacts

Overview of Moreno Valley Public Library

Moreno Valley Public Library is a member of the Inland Library Network, a consortium of six library systems and 85 branch libraries throughout the Inland Empire. Our membership in this network provides benefits to the public by the cooperative sharing of resources and materials among member libraries through an established delivery system. Circulation software and support is contracted through Riverside County. The library has established long-standing relationships with the largest book jobbers in the library industry, who provide us significant discounts on the purchasing of books and other materials for our collection.

The following is a synopsis of the many materials and resources available at Moreno Valley Public Library:

- Print fiction and non-fiction for children through adults, along with reference works, graphic novels, career test books, adult literacy materials and more;
- Electronic databases covering a wide variety of consumer needs;
- Downloadable E-books, audiobooks, downloadable audiobooks, music CDs, DVDs, Playaway self-playing recorded books, games for various computer gaming systems, and more;
- Unlimited Wi-Fi access;
- Public computer lab;
- Print and electronic newspapers, magazines and other periodicals;
- Foreign language materials;
- Microfilm reader/printer;
- Library website, Facebook page, Twitter account, and monthly e-newsletter; and
- Early literacy and learning computer games for children to use on-site.

The library also offers pre-school story times 4 mornings per week (including a bilingual session), a Pajama Storytime on Thursday evenings, and various reading programs and special events throughout the year, such as puppet shows and the annual Summer Reading Program.

Staffing

Current staffing consists of 23 full- and part-time staff, or 17 FTEs (full-time equivalents). Nineteen of the 20 career employees have worked at the library for longer than five years, and all are sworn Disaster Service Workers for the City, to respond in the event of an emergency.

Importance of Customer Service

The Facilities Master Plan completed in 2009 covers the City's assessed library needs for years 2010-2035. It includes the results of a telephone survey of Moreno Valley residents, regarding what they considered the most important library services. Respondents included library users and non-users. For both groups, 'Excellent Customer Service' and 'Staff Assistance' ranked even higher than 'Availability of Books.' This section states:

> "It is important that the City of Moreno Valley and its Library know what library services are most important to people who reside and pay taxes in Moreno Valley. The information…reflects services that are most important to both current library users and to those persons who don't use the library but are likely to if these services were made available."[9]

Usage of Moreno Valley Public Library

Moreno Valley Public Library is consistently one of the busiest libraries in the Inland Empire Network. Key indicators include the following numbers for FY 2010/2011, the most current year published:[10]

MORENO VALLEY LIBRARY FY 2010/2011	
Visitors to the library	274,150
Average visitors per day	1,105
Average visitors per hour	104
New library cards issued	8,177
Average library cards per month	681
Reference questions answered	122,416
Computer lab sessions	47,416
Book donations	68,719
Volunteer hours	4,254
Total circulations	392,856

The following chart compares Moreno Valley's population served by FTE (full-time equivalent) staff with those of nearby cities. Moreno Valley clearly serves significantly more people per staff member than these nearby communities.[11]

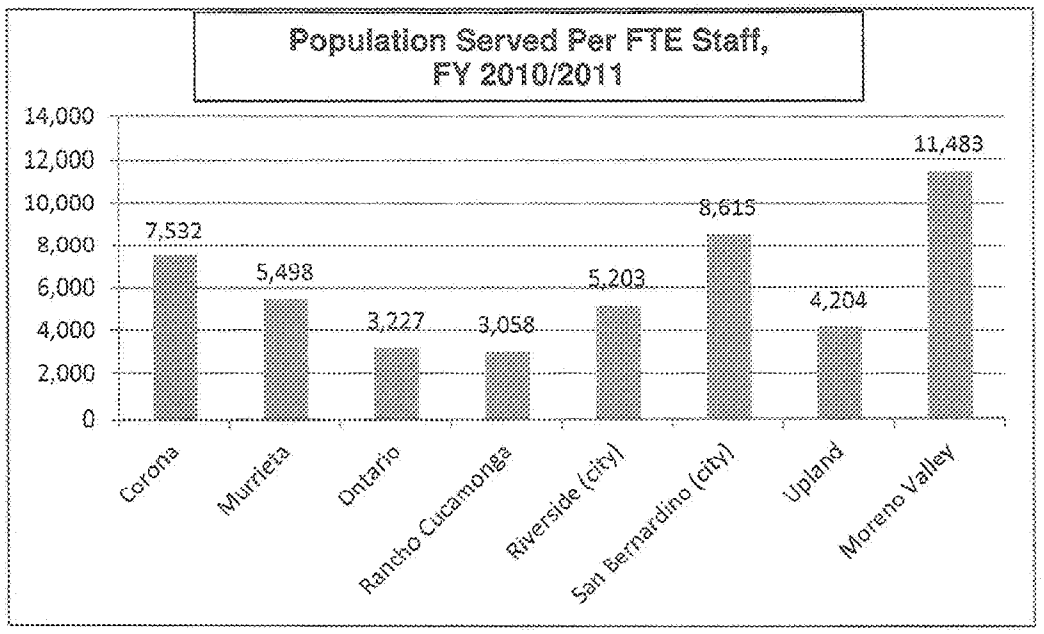

Obviously, many public library benefits are not quantifiable. However, the Massachusetts Library Association developed a calculator for estimating what the retail cost would be for many basic library operations. Using our actual use statistics for FY 2010/2011, the table below illustrates what a tremendous value the City of Moreno Valley receives by operating Moreno Valley Public Library.[12]

Moreno Valley Public Library
FY 2010-11

Library Use Value Calculator

The number in the leftmost column indicates the number of times during FY 10/11 the library service described in that row was used, to determine how much it would have cost to purchase these services at estimated 2011 retail values.

MVPL Use	Library Materials & Services	Value of Use
343,499	Books Borrowed	$6,169,242
40,763	Video Materials Borrowed	$172,427
7,928	Audio Materials Borrowed	$83,323
26,681	Interlibrary Loan	$704,645
97	Adult Programs Attended	$1,537
6,077	Children's Programs Attended	$44,970
33,988	Hours of Computer Use	$430,968
384,957	Database Searches	$8,114,894
127,203	Reference Assistance	$941,302
	Total Value	**$16,663,309**

Values based on average retail prices in 2011 from Amazon.com, Netflix, Kinko's, etc.

Original Design Copyright Massachusetts Library Association (MLA)

As shown above, we can see that the dollar value of services received is more than *eight times* the budget allocation. This is truly a remarkable value.

> "Librarianship today is about...listening to our users' needs and connecting them with the information, resources, and services that can help them get on with their lives. Librarianship isn't about what we have; it's about what we do. It's taken us a while to realize that our full shelves (or loaded databases) aren't our greatest value. It's human interaction: over the reference desk, through informal one-on-one instruction, in teaching a workshop or facilitating a program, and by enabling conversations, bringing people together, and building communitywide experiences...today's public looks to us for help in resolving a host of...issues, often fueled by technology, changes in the workplace, or shifts in the economy."[13]

LSSI Staffing Plans

It is often stated that the primary way LSSI operates at a lower cost point than public sector libraries is by not contributing to public pensions. While this is true, there are additional "cost efficiencies" that are commonly used by this vendor to achieve savings. A brief description of these methods follows below, all of which adversely affect good customer service.

(It should be noted that the information below is offered with staff's intent to provide the Council with as full disclosure as possible, in order that they may make a fully-informed choice regarding the provision of library services to the public. Staff recognize that a private, for-profit company may be run however the owner sees fit, so the information below, while reliable, is not intended as criticism per se; however, it is our position that the business practices described below are not in the best interest of the City and its citizens, and would result in a significantly lower level of quality customer service.)

- *Employing fewer overall staff*
  It has been repeatedly observed that LSSI proposes staffing plans that reduce the then-current FTE (full-time equivalent) totals of contracted libraries. They maintain that their suggested level of staffing is adequate. Moreno Valley Library already employs the minimum level of staffing needed to maintain operations, having experienced previous reductions in staff over the last few years in response to economic conditions. As part of the Deficit Elimination Plan, the library has previously defunded two full-time Librarian positions, one part-time Library Assistant, and nine part-time Pages, leaving current personnel to cover extra duties formerly done by those staff members. Any proposed further reduction in staffing would have a serious negative impact on customer service, resulting in longer wait times for reference, circulation, computer lab and other services.

- *Employing fewer professional-level staff*
  It has also been noted that LSSI typically employs far fewer MLIS-degreed (Master of Library and Information Science) Librarians than non-LSSI libraries. The MLIS degree is required for most professional librarian positions in the United States. This professional-level experience and training are paramount for meeting the myriad information needs of our diverse library customers, one example being the many customers who request information on starting a business in the City or improving their education level. Having fewer professional librarians on staff to serve our customer base shows a decrease in the City's commitment to provide this important assistance to our citizens, and would hamper our ability to continue offering outreach activities to our local schools.

- *Staff working out of class*
  As a result of employing fewer qualified professional and paraprofessional staff, LSSI relies on its non-professional staff to fill the gap in providing services. Thus, Library Assistants are called upon to perform complex reference work, supervisory duties and other tasks that are normally the purview and responsibility of fully trained and accredited Librarians.

- *Fewer staff working at any given time*
  LSSI staffing plans typically show fewer employees covering library service points at any given time, which is a real concern in a library as busy as Moreno Valley. This creates an unnecessary burden on staff and increases wait times for customers. Having fewer

staff to assist at the reference desks, circulation desk and computer lab creates a negative customer service impact.

- *Less time for dedicated customer service*
  Currently staff divides work hours between those spent at public desks, providing direct public service, and those spent off-desk on the myriad other duties making up library services, such as processing library card registrations, preparing content and visual aids for programs, pulling books to fill holds for both in-house customers and deliveries, training and monitoring volunteers, providing telephone assistance to customers, materials intake and de-sensitizing, repairing books, helping with shelving and shelf-reading, counting cash for the registers, and processing donated items for addition to the library collection. If on-desk hours are increased and these tasks are required to be done at the public desks in between helping the public, as is understood to be the practice at LSSI libraries, the quality of both direct assistance to people and the work associated with materials, services and programs cannot help but be affected, resulting in across-the-board diminished service to the community.

- *Lower pay scale and benefits*
  LSSI states that it will try to offer incumbent staff a salary close to what they were being paid as a public sector employee, though this is not guaranteed and salary ranges are not disclosed. Benefits are known to be significantly lower than those offered in the public sector. The impact to customer service is that the more experienced and skilled staff, even should they initially be hired by LSSI, could seek employment elsewhere that more closely matches their previous salary and benefits. In keeping with LSSI's established practices, those hired to replace the exiting employees would be offered a lower salary than the previous employee, but would perform the same duties. Not only would the resulting disparate salary ranges affect the morale and unity of the work unit, but it would be difficult to recruit the most qualified and experienced candidates on an ongoing basis, because of the lower pay that would be offered. Thus, we would expect to see a gradual overall decline in the quality and expertise of the work force.

> "According to Library Journal, LSSI VP Bob Windrow acknowledged at a Dallas Public Library board meeting that the company will keep costs down by paying lower salaries and benefits, hiring fewer librarians, and choosing less-educated employees than current Dallas Public Library staff. The same article states the LSSI-converted library in Lancaster, TX was hit with significant turnover, seven of nine library staff left after outsourcing occurred. Quality of services to library patrons suffers without seasoned staff."[14]

Restoring Public Service Hours on Fridays

The Mayor supports a five per cent furlough reduction for City staff. A tentative agreement between the City and MVCEA (Moreno Valley City Employees Association), detailing the implementation of the furlough reduction, was ratified on May 9, 2013 (the suggestion of researching the outsourcing of library services occurred prior to these ratification meetings). It has been estimated that the citywide cost of the ratified furlough reduction is approximately $1.2 million. It should be noted that this figure includes the Library Services work unit. At the ratification meetings, the Mayor outlined several scenarios for covering the cost of this plan, including the closure of a fire station, the sale of surplus City-owned properties, the receipt of several litigation settlements, and the re-assignment of selected Police Department staff.

In implementing the furlough reduction, Library Services staff see the opportunity to increase public service hours and are currently designing a staffing plan for opening the library for a half-day every Friday. This will help meet the need, often expressed by our customers, to be open more hours, and means that the library could be open to the public for six out of seven days in the week, and increase from 53 hours per week to 57 hours per week.

Additionally, the extra hours could provide the opportunity for professional staff to increase existing outreach efforts with local schools, and to re-establish popular in-house programs such as after-school Homework Help.

It is believed that the Mayor's solution for covering the cost of the furlough reduction would, by definition, also cover the retention of Library Services staff, especially when considering the leave buyouts that would be necessary for separating the work unit.

Additional Outsourcing Considerations

Outsourcing As Cost Savings Mechanism

Outsourcing of library services is typically not used as a cost saving measure by municipalities, as savings are often not significant.[15] LSSI is usually called upon to fix 'broken' libraries, e.g. a need for improved or new management, a lack of experienced and qualified staff, increases in technology/automation requiring outside assistance, etc.[16] Assistant City Manager Tom DeSantis assures us that Moreno Valley Public Library is not broken. In addition to historically sound management and high quality customer service, our collections already include print and electronic reference resources, audiobooks, and downloadable E-books. In the area of technology, we also provide:

- a computer self-reservation system;
- unlimited Wi-Fi access;
- customer self-checkout;
- networked printing capability; and
- the ability of patrons to pay for printing automatically using their library card.

It should be noted that improvements to library technology are typically covered by the library budget or by advocating the use of future reserves, not by investment from LSSI.

In addition, contracts with LSSI, as with most other contracted companies, contain an 'elevator' clause for annual increases. This could significantly undercut any initial savings and result in no savings at all or an increased cost in subsequent years.

Any proposal from the private company should provide a detailed budget to demonstrate how its projected savings would be achieved, and within a sufficient time frame to allow for public review and comment; however, these specifics are not usually included in the proposal.[17]

Public Desire for Transparency

As public agencies, libraries should be transparent, but this ethic does not necessarily hold for a private company.[18] As a private company, LSSI does not have to comply with the Public Information Act, nor do they supply customers with profit and loss statements or a detailed budget showing how customer dollars are spent. Library Services staff believe that Moreno Valley taxpayers would want LSSI to be accountable for an annual contract for services; however, the company traditionally does not provide this information.[19]

Sole Source Contractor

LSSI is the only company in the U.S. currently offering the service of day-to-day public library operations,[20] so they have a monopoly in the field. Should their service prove to be inadequate or unsatisfactory, or should their annual fees increase to an unacceptable level, the City would be challenged to reinstate library staff as city employees, as there is no other company to whom it could go for this service.

> "Outsourcing management of libraries to a private company creates a tension between the desire of the company to make a profit and the services the library provides…It is not in the best interest of the residents of Florida for publicly supported libraries to be managed by for-profit organizations," stated Florida Library Association President Gloria Colvin.[21]

Numerous sources have cited that agencies, managers and staff were expected to sign non-disclosure and non-disparagement clauses at hiring,[22] making it difficult to obtain information regarding unsatisfactory conditions or results of a contract with LSSI.

Service Fees

LSSI charges additional 'handling' fees for collection development or other management services; the most recent figure found is 7.5% of funds designated for collection development being charged to the agency as handling fees. Fees could also apply if severing the relationship with LSSI. In at least one community (Fargo, ND), LSSI fees were substantially increased after the initial contract.[23]

Control of Local Materials Selection

LSSI purports to give local staff the freedom to select materials and resources that are relevant to local needs. However, final approval rests with the corporate office in Maryland and local staff could be overruled in their choice of materials or in their planning of programming. This has been noted by other municipalities; for example:

> "Brian Miller, director of the Millington Public Library and LSSI employee...said LSSI has repeatedly denied the Millington library's requests for specific books because they weren't on the company's approved list. And he said, the contractor has made it difficult to get electronic books and requires the library to purchase equipment from specific companies, even if it's cheaper somewhere else."[24]

In meeting the needs of our diverse population, library staff maintain that it is vital to have complete authority to select materials and resources relevant to our citizens.

And from Jackson, Tennessee:

> "Trustees of the Jackson-Madison County Library board held an emergency meeting this week and voted to end the library's contract with library management company LSSI. LSSI is a private company that has managed the Jackson-Madison County Library since 2006. [County Commissioner Jerry] Bastin said the vote was unanimous. Bastin also told the newspaper: "I think it's going to help move the library ahead and be more efficient and be more responsive to the community," he said. "... I think an out-of-town company has a little bit of difficulty measuring and gauging the community's needs with regard to libraries."[25]

Decisions By Similar Municipalities

For these and other reasons, local municipalities such as Upland[26] and Pomona[27] have recently chosen not to contract with LSSI after researching the issue and reviewing their respective proposals.

General Fund Subsidy and Revision of Internal Service Funds

General Fund Subsidy

The following charts are provided as an illustration of the minimal impact the library subsidy has on the General Fund.

Chart A below shows that the entire library subsidy is less than 8/10 of 1% of the General Fund.

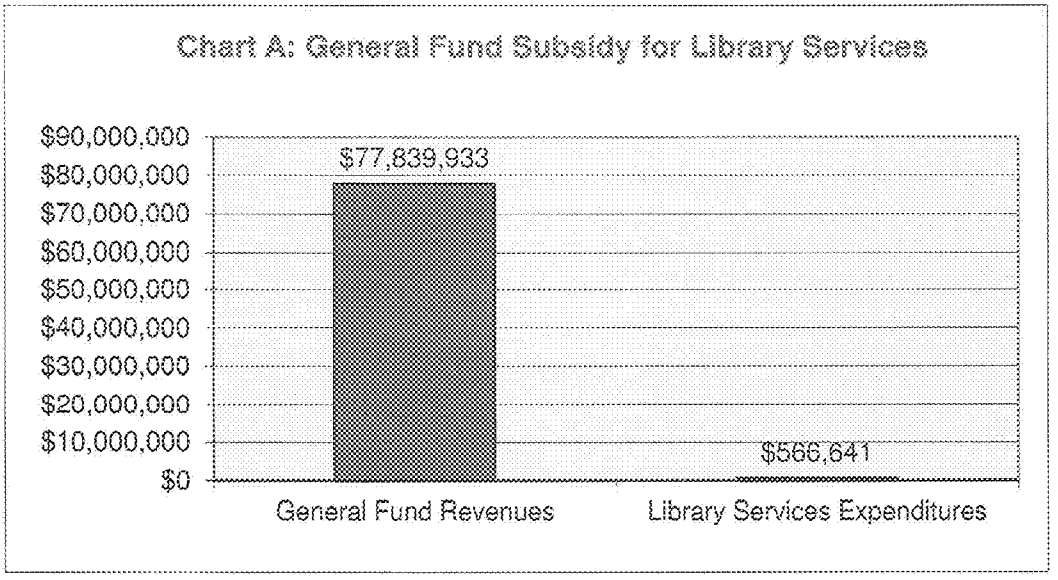

Chart B below shows that the desired savings to the General Fund subsidy of the library is only about two and one-half per cent of the budget deficit.

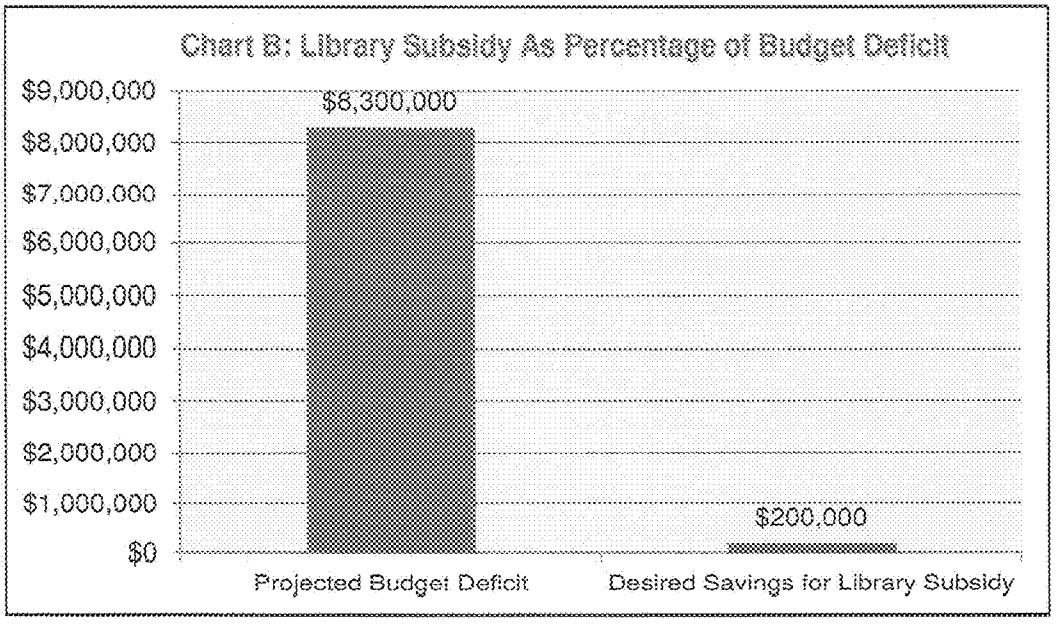

Chart C below shows the comparison between the General Fund subsidy for the library and the portion of the General Fund dedicated for Police and Fire Services.

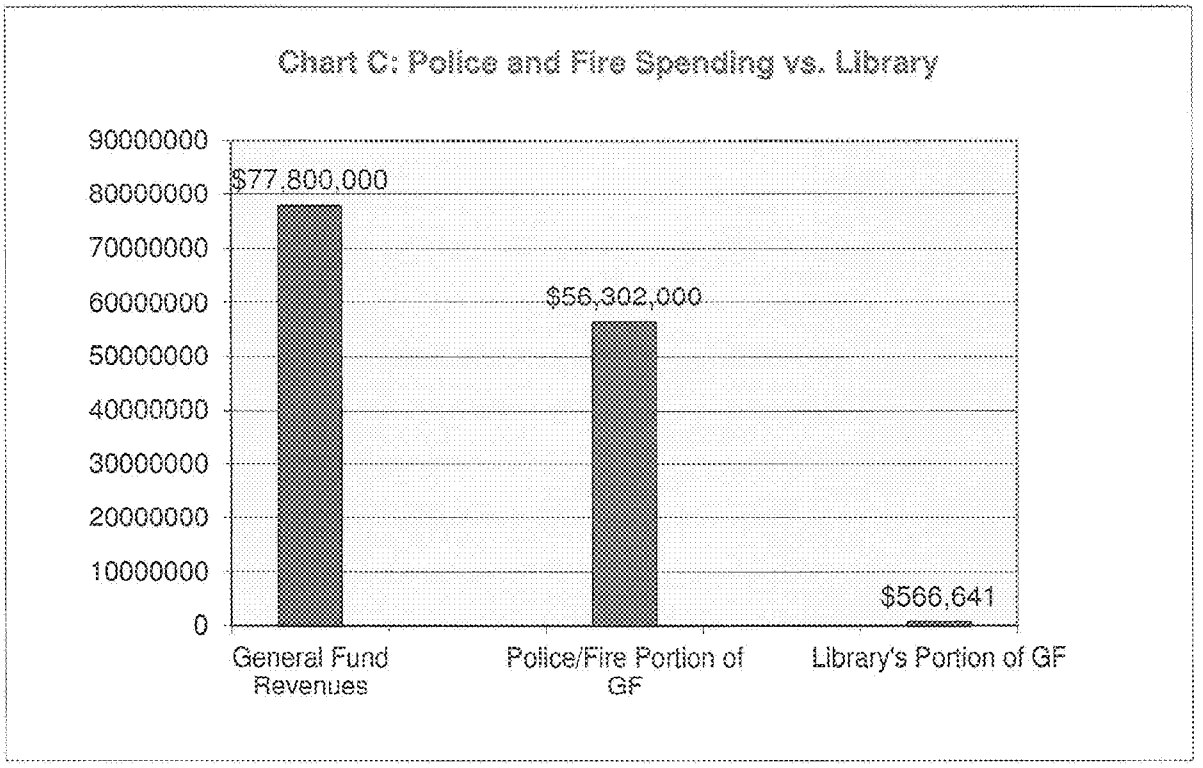

Library staff believe that the minimal impact of the library subsidy to the General Fund, as illustrated in the charts above, does not justify the many negative customer service impacts of outsourcing discussed previously in this document.

It should also be noted that the Library Services Division has consistently been a good steward of its budgetary allocations each fiscal year. Actual expenditures are typically less than projected.

Revision of Internal Service Funds

The Library Services budget, like those of other divisions and departments, is charged back for some services provided by other city work units, such as Facilities and Technology Services. The City's Chief Financial Officer has indicated that the current method of determining the charge-back allocations will be explored in the near future for possible further efficiencies. This could result in a lesser impact on the Library Services budget, but time is needed for this additional study and analysis.

The City would retain ownership of the library building and its contents even if daily operations are outsourced, so it would still be responsible for facility maintenance and upkeep, utility costs, technology and other expenses.

PENDING LITIGATION

The City Council should be aware of a legal action currently in process with the City of Costa Mesa:

> "The proposal by city staff to outsource the operation of the library to a private contractor appears to be in violation of Government Code Section 37103 and 53060. The California State Legislature has specifically expressed its intent to permit local government agencies to contract for specialized services that the agency is unable to provide for itself. The courts have found that there is no indication that the Legislature intended to allow city government to outsource any of the other services it provides. Library services appear to fall under the area restricted from outsourcing by the Legislature.
>
> "It should be further noted that as recently as November 2012, the Court of Appeals issued an injunction against the City of Costa Mesa barring outsourcing, pending a trial on that city's attempt to contract out non-specialized services routinely performed by city employees. The courts have concluded that Government Code 37103 and 53060 limit a city's right to contract with private entities. As these statutes have been interpreted over the years, they generally prohibit a city from contracting with private entities to provide non-specialized services which include the operations and staffing of libraries. The trial in the Costa Mesa case is scheduled for January 2014.
>
> "The Court of Appeals also validated a prior Attorney General opinion that the authority to contract as provided in the Government Code is limited to "specialized services" in specified areas and that cities could not ignore these limitations on the basis of cost savings. The exceptions of outsourcing jail and payroll services in Costa Mesa were allowed pursuant to the Penal Code and Government Code specifically authorized, the Legislature did not intend to allow the city to outsource "any of the other services at issue," nor was there any evidence that the city employees were "incapable of providing any of these services." Therefore, since there was some possibility that the Costa Mesa employees will succeed in their lawsuit, the Court upheld the trial court's granting of a preliminary injunction."[28]

Because this action is already in process, and with a decision expected during FY 13/14, library staff recommend that the Moreno Valley City Council let the trial run its course and see what legal opinion results. We believe it would be prudent and logical to proceed cautiously and not rush into outsourcing, in the event that the legal decision leads to being compelled to reverse any negotiated contracting of services.

Summary and Recommendation

Summary

The City's interests are best served gathering all possible information before either making a decision or backing a plan of action.

If the City should negotiate a contract with LSSI to provide day-to-day operations of the public library, all Library Services Division staff would be laid off, necessitating a buyout of all annual leave and other accruals for each career member of Library staff. As currently constituted, this amount is calculated to be in excess of $240,000. There could be additional employer costs involved, such as for Medicare and for unemployment compensation for those not hired by the contractor. The incurred cost to the City of this buyout would not only nullify the targeted savings of $200,000, it would actually increase the outlay needed from the General Fund, even when taking into account the PERS contribution for FY 13/14, should library services remain in-house.

While the first year of an outsourcing contract is expected to illustrate some savings to the City, it is also anticipated that cost increases are built in for each coming year, resulting in significantly reduced savings, no savings or even increased costs over time.

Due to what is known about LSSI staffing plans, the outsourcing of Library Services would result in significant negative customer service impacts and the relinquishing of local control of materials selection. Quality service to our customers and provision of relevant materials and resources are vital to our community.

In implementing the ratified furlough reduction, library staff will be able to restore public service hours on Fridays and increase opportunities for outreach to schools and in-house programs.

Public libraries should be transparent. A private company does not have to comply with the Public Information Act. LSSI does not supply customers with profit and loss statements or details about how customer dollars are spent. Outsourcing is usually not used as a cost saving measure. There is no competition for this service and the City would have no recourse if results are unsatisfactory, except to go back to a work force of city employees and potentially incur additional fees for severing the contract. Pomona, Upland and many other cities have elected not to outsource their library services, after considering all of the factors.

The portion of the General Fund deficit that applies to Library Services is so small that outsourcing does not justify the many negative customer service impacts that would result from that action.

A ruling on pending litigation regarding the outsourcing of city library services is expected during the coming fiscal year. It would be prudent and logical to proceed cautiously and not rush into outsourcing, in the event that the legal decision leads to being compelled to reverse any negotiated contracting of services.

Recommendation

In considering the totality of the information given in this document, staff believe that the interests of the City and its citizens are best served by retaining the Library Services Division as currently constituted, and recommend that the City Council direct that Library Services remain in-house for FY 13/14.

Sources

(Note: many points have multiple corroborating sources; in the interest of brevity, only one source per point is listed here.)

[1] Moreno Valley Financial Operations Division, April 30, 2013
[2] Matt Sylvain, *Southcoast Today/Chronicle*, January 28, 2009
[3] Florida Library Association press release, September 2011
[4] *Daily Commercial* (FL), May 18, 2013
[5] *Orlando Sentinel* (FL), reported by *American Libraries*, October 26, 2011
[6] Peter M. Gunn, *"Privatized Libraries: Not An April Fool's Joke,"* thepulse-mag.org, April 1, 2012
[7] Jane Jerrard, *"Privatizing Libraries (ALA Editions: Special Reports),"* February 6, 2012
[8] UTSanDiego.com, March 2012
[9] *"Moreno Valley Facilities Master Plan 2010-2035"*, prepared by Providence Associates LLC, 2009
[10] *California Library Statistics 2012*, California State Library and in-house statistics
[11] *California Library Statistics 2012*, California State Library
[12] City of Moreno Valley City Manager's Report, March 2012
[13] Brian Kenney, *Publishers Weekly*, May 2013
[14] *"Protect Public Libraries, Protect Public Services,"* Internet posting by saveourlibrarygladstone on April 29, 2013
[15] *Library Journal*, October 2004
[16] *Ibid.*
[17] Don Pelton, YubaNet.com, December 2009
[18] *Library Journal*, October 2004
[19] *"Keeping Public Libraries Public,"* American Library Association, June 2011
[20] *"Privatization/Outsourcing Report,"* Dartmouth Public Libraries, December 2008
[21] Florida Library Association press release, September 2011
[22] *Library Journal*, October 2004
[23] Florida Library Association press release, September 2011
[24] *Commercial Appeal*, Memphis, TN, December 3, 2012
[25] *Jackson Sun* (TN), November 10, 2012
[26] *Inland Valley Daily Bulletin* (CA), June 2012
[27] *Ibid.*, March 2012
[28] Richard Levine of Silver, Silver and Hadden, Santa Monica, CA, May 2013

City of Moreno Valley Library Staff Salaries

June 2013

Position	*Hourly Rate*	*Annual Salary*	*Weekly Hrs Worked*	*Furlough Salary*
Library Services Division Manager**	$40.76	**$84,772.48**	36	$76,295.23
Executive Assistant I	$31.17	**$64,840.05**	36	$58,356.04
Library Assistant	$23.84	**$49,594.27**	36	$44,634.84
Library Assistant	$23.84	**$49,594.27**	36	$44,634.84
Library Assistant	$23.84	**$49,594.27**	36	$44,634.84
Library Assistant	$19.60	**$40,777.15**	36	$36,699.44
Librarian**	$33.55	**$69,784.00**	36	$62,805.60
Librarian**	$32.73	**$68,081.94**	36	$61,273.74
Librarian**	$28.96	**$60,246.37**	36	$54,221.73
Librarian**	$26.27	**$54,645.14**	36	$49,180.62
Library Circulation Supervisor*	$30.43	**$63,296.27**	36	$56,966.64
Library Assistant	$23.84	**$24,797.14**	18	$22,317.42
Library Assistant	$23.84	**$24,797.14**	18	$22,317.42
Library Assistant	$19.60	**$20,388.58**	18	$18,349.72
Library Assistant	$18.67	**$19,417.74**	18	$17,475.96
Library Assistant	$18.67	**$19,417.74**	18	$17,475.96
Library Assistant	$18.67	**$19,417.74**	18	$17,475.96
Library Assistant	$18.67	**$19,417.74**	18	$17,475.96
Library Assistant	$18.67	**$19,417.74**	18	$17,475.96
Library Assistant	$17.78	**$18,493.07**	18	$16,643.76

Library Assistant (Temporary)
Library Page (Temporary)
Library Page (Temporary)

*** requires a Bachelors Degree**

**** requires a MLS Degree**

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: June 25, 2013

TITLE: APPOINTMENTS TO THE CITY COUNCIL ADVISORY BOARDS AND COMMISSIONS

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Review the ballots for appointments to various City Council Boards and Commissions (to be provided by the City Clerk) and mark your choices where appropriate.

2. Appoint those applicants who received majority vote by the City Council.

3. Confirm the appointment of Shor Denny to the Traffic Safety Commission as the Moreno Valley Parent-Teacher Council representative, with a term expiring June 30, 2016.

4. If vacancies are not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the positions as vacant and carry over the current applications for reconsideration of appointment at a future date.

BACKGROUND

Applications were accepted by the City Clerk's Office to fill vacancies for the various City Council Boards and Commissions, with certain terms expiring June 30, 2013.

Members with expiring terms were notified and advised of the need to submit a new application to be considered for reappointment. Appropriate time frames with respect to posting notices of vacancies were followed.

As provided in the City's Municipal Code, the appointees will serve without compensation for designated terms.

Per the Council-adopted policy, prospective applicants are required to attend at least one meeting of their desired board or commission prior to appointment. Linda D. Moore, an applicant to the Senior Citizens' Board, was not able to attend any of the meetings.

Pursuant to Municipal Code Subsection 2.06.010(e), "Unless otherwise specifically provided by the action establishing the body or appointing its initial members, no person shall be at the same time a member of more than one citizens' advisory body created by ordinance or resolution of the City Council." This section of the code is waived for members of the Accessibility Appeals Board. Mary Mc Bean, a member of the Arts Commission, applied for the Accessibility Appeals Board.

Pursuant to the Municipal Code Section 2.27.020(b) insofar as practicable, the Traffic Safety Committee shall be composed of one representative of the Moreno Valley Parent-Teacher Council representative. The representative must be appointed by the board of directors of the Council he/she respectively represents and confirmed by the City Council. In the event there is no Parent-Teacher Council, the Board of Trustees of the School District shall appoint a member to represent it and the member shall be confirmed by the City Council. Attached is a letter received from the Moreno Valley Council PTA nominating Shor Denny as the Moreno Valley Parent-Teacher Council representative on the Traffic Safety Commission.

The commissions, boards, applicants, and vacancies to be filled are as follows:

ACCESSIBILITY APPEALS BOARD
Two (2) terms expiring June 30, 2016
Physically Challenge Representative

L. Lawrence Baird *
Mary Mc Bean

ARTS COMMISSION
One (1) term expiring June 30, 2016

Clarence Robert Hogan
Stephen "Steve" Healton

ENVIRONMENTAL AND HISTORICAL PRESERVATION BOARD
Three (3) terms expiring June 30, 2016

Reese McClure *
Naeem Qureshi *

LIBRARY COMMISSION
Two (2) terms expiring June 30, 2016

Laura D'Arciprete
Christine A. Duchene

PARKS AND RECREATION COMMISSION
Three (3) terms expiring June 30, 2016

James C. Baker II *
Juanita Maria Barnes *
Virgil Chancy*

RECREATIONAL TRAILS BOARD
Three (3) terms expiring June 30, 2016

Carolyn D. Bailey
Manzell Baskerville *
Kim M. Nelson *

SENIOR CITIZENS' BOARD
Three (3) terms expiring June 30, 2016

Sara W. Anderson *
Vonzetta Fielding *
Linda D. Moore **
Delanna Towsend *

TRAFFIC SAFETY COMMISSION
Two (2) terms expiring June 30, 2016

Miguel Arciniega *
Denise Fleming
Thomas Ketcham

*Incumbent
** Was not able to attend at least one meeting prior appointment

ALTERNATIVES

Members of the Council appointed boards and commissions serve in an advisory capacity to the City Council. Choosing not to appoint members to the above-mentioned boards and commissions would result in decreased participation from residents. This option is not consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council make the recommended appointments.

NOTIFICATION

1. Posting of Notice of Openings
2. Publication of the agenda
3. Report and agenda mailed to applicants

ATTACHMENTS

1. Appointment Letter from Moreno Valley Council PTA

Prepared By:
Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval:
Jane Halstead
City Clerk, CMC

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Moreno Valley Council PTA
25643 Alessandro Blvd.
Moreno Valley, CA 92553

May 9, 2013

LaSonja Nelson
Transportation Engineering Division
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

Dear Ms. Nelson,

Moreno Valley Council of PTA's nominates the following individual to the Traffic Safety Committee as our PTA representative:

Mrs. Shor Denny
28604 Maranda Ct
Moreno Valley CA 92555

Please feel free to call me at 951-318-8243 if you have any questions on this nomination.

Sincerely,

Summer Bibbee

President 2011-2013
Moreno Valley Council PTA
summerbib13@gmail.com
951-318-8243

cc:Council Executive Board

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MV00209203

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Thomas M. DeSantis, Assistant City Manager

AGENDA DATE: June 25, 2013

TITLE: APPROVAL OF SUCCESSOR MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF MORENO VALLEY AND THE MORENO VALLEY CITY EMPLOYEES ASSOCIATION AND MORENO VALLEY MANAGEMENT ASSOCIATION FOR THE PERIOD OF JULY 1, 2013 THROUGH JUNE 30, 2015

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Approve the successor Memoranda of Understanding (MOUs) between the City of Moreno Valley and the Moreno Valley City Employees Association (Attachment A), and Moreno Valley Management Association (Attachment B) for the period of July 1, 2013 through June 30, 2015.

2. Extend the economic provisions of these Agreements to employees represented by the Moreno Valley Confidential Management Employees as well as those in unrepresented classifications.

3. Approve updates to the Salary Schedule and Personnel Rules & Regulations to incorporate revisions as specified in the attached MOUs.

4. Direct the Chief Financial Officer to adjust FY 2013-14 and FY 2014-15 Budget Appropriations as outlined in this report (projected cost of $1,706,870 with General Fund impact projected at $734,527) to reflect the Council's approval of these Memoranda of Understanding.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

The 2012-2015 Memoranda of Understanding between the City and each of its three employee bargaining groups provided for annual re-openers on economic issues, as well as any other topics by mutual agreement.

Negotiations have been completed with the Moreno Valley City Employees Association (MVCEA) and the Moreno Valley Management Association (MVMA); the Moreno Valley Confidential Management Employees (MVCME) bargaining unit opted for a parity agreement with MVMA, precluding the need for separate negotiations with that unit. The language in the MVCME agreement allows implementation of all terms for that unit without any requirement for further updates to the MOU itself.

DISCUSSION

The City's primary objectives in approaching these negotiations included providing Friday service hours for development-related functions, addressing employees' highest-priority needs and providing fiscal stability to the City organization. The table below addresses key components of these Agreements.

Concept	MOU Provisions
Expand public service hours, with special emphasis upon Development Services provided at City Hall.	City's Core Business Hours: Monday – Thursday: 7:30 a.m. – 6 p.m. 2nd & 4th Fridays: 7:30 a.m. – 1:30 p.m. City Hall to Re-Open on 2nd & 4th Fridays of each month to provide: Building & Safety, Planning, Land Development, Fire Prevention Services (Inspection services continue to be available every Friday.) 10% Furlough in place since July 2009 is reduced to 5% in July 2013, to accommodate a 5% increase in work hours by full-time employees.
Administrative Leave (MVCEA Only) to recognize extraordinary accomplishments by Career employees in achieving the City's public service goals.	City Manager may grant limited administrative Leave to recognize extraordinary service.
Address increasing Health Benefit costs.	Employees enrolled in family coverage will receive an additional monthly

	contribution by the City of $150 to help defray increased health insurance costs. Career part-time employees accrue this additional benefit on a prorated basis. This additional contribution will continue throughout the term of the current MOU (through June 2015), and will not increase further in 2014.
Public Service Recognition	Annual payment of $500 per employee, prorated ($250) for Career part-time employees.
Performance Evaluations & Management Accountability	Meaningful performance feedback is critical to the City's service delivery success. Evaluations to hold all employees, managers accountable. Dept. Heads to review all evaluations while in draft form. Consultant to review process, recommend training for raters.
Labor-Management Committee (MVCEA)	A Labor-Management Committee, Co-Chaired by the MVCEA President/designee and the Administrative Services Director will meet on a quarterly basis to discuss topics of concern to the Association and the City.
Labor-Management Committee (MVMA)	Subject to concurrence by MVCEA, Labor-Management Committee Co-Chaired by the MVCEA and MVMA Presidents/designees and the Administrative Services Director will meet as needed to discuss the implementation of meaningful employee performance feedback and review, including accountability guidelines.
Fiscal stability	No further economic enhancements through June 30, 2015. Parties can request re-openers on Personnel Rules revisions, and any other topics of mutual consent

ALTERNATIVES

1. Approve the successor Memoranda of Understanding (MOUs) between the City of Moreno Valley and the Moreno Valley City Employees Association (Attachment A), and Moreno Valley Management Association (Attachment B) for the period of July 1, 2013 through June 30, 2015. Extend the economic provisions of these Agreements to employees represented by the Moreno Valley Confidential Management Employees as well as those in unrepresented classifications. Approve updates to the Salary Schedule and Personnel Rules & Regulations to incorporate revisions as specified in the attached MOUs. Direct the Chief Financial Officer to adjust FY 2013-14 and FY 2014/-15 Budget Appropriations as required to reflect the Council's approval of these Memoranda of Understanding. ***Staff recommends this alternative. Council action to approve the attached Memoranda of Understanding follows previous approval of Tentative Agreements with MVCEA and MVMA (and, by extension MVCME), and will fulfill terms of the City's Employer/Employee Relations Resolution.***

2. Not approve recommendations listed above and instead direct staff to re-open negotiations with employee associations. ***Staff does not recommend this alternative.***

FISCAL IMPACT

Annual cost to implement the terms of the updated Memoranda of Understanding is projected at $1,706,870. General Fund cost is projected at $734,527 and can be supported by projected revenues for FY 2013-14.

ATTACHMENTS

Attachment 1: MVCEA MOU, July 1, 2013 – June 30, 2015
Attachment 2: MVMA MOU, July 1, 2013 – June 30, 2015

Prepared and Approved By:
Thomas M. DeSantis
Assistant City Manager

Concurred By:
Richard Teichert
Chief Financial Officer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MORENO VALLEY AND THE MORENO VALLEY CITY EMPLOYEES ASSOCIATION

This Agreement is entered into between the City of Moreno Valley and those employees designated as "Non-Exempt" who are represented by the Moreno Valley City Employees Association (MVCEA). The following is a list of provisions agreed to between the parties:

1. TERM

The term of this Agreement shall be July 1, 2012 through June 30, 2015.

2. ANNUAL RE-OPENERS

The parties agree to reopen the MOU annually throughout the term of this Agreement to meet and confer in good faith on the following topics upon request of either party, with discussions commencing within 30 days of said request:

a. Merit Increases
b. Wages
c. Benefits
d. Updates to Personnel Rules and Regulations
e. Furloughs
f. Increases to 2013 medical/dental insurance premiums (this re-opener to take place by September 2012)
g. Any other topics of mutual agreement

July 2013 Update: Parties recognize that the economic enhancements included in this Agreement constitute the final economic enhancements to occur during the term of the current MOU which expires on June 30, 2015. Parties retain their respective prerogative to request re-openers on Personnel Rules and Regulations issues, and any other topics of mutual consent during the term of this Agreement.

3. COMPREHENSIVE MOU

The parties will collaborate in good faith to develop a Comprehensive MOU incorporating language from previous MOUs which has not been superseded by subsequent Agreements. To ensure that this process moves efficiently toward accomplishing our shared goal, the parties agree that:

a. Regular meetings will be held as required;

b. The effort will focus on integrating all existing language - - to include terms of this Agreement - - into the master document;

c. Any requests for substantive revisions to operative language will be deferred to further negotiations toward successor MOUs;

d. The Comprehensive MOU will not be an official document until formally adopted by both the Association and City Council.

4. EMPLOYEE CONCESSIONS

During the term of this Agreement there shall be no other concessions by employees, reductions in City paid benefits or reductions to existing retirement contributions to the extent permitted by law.

5. SALARIES – COST OF LIVING ADJUSTMENT

Effective the first full pay period of July 2012 (which begins at noon on July 6th) implement a 4.75% across-the-board Cost of Living salary increase.

Any COLA increases deferred for employees during the entire period of FY 2008/2009 through FY 2011/12, are not to be retroactively credited, owed or otherwise be held for the future or credit, and are therefore forfeited and terminated. The City may, however, decide to implement COLA pay increases for employees when the City can afford to do so, subject to the meet and confer process.

6. RETIREMENT

City's contribution to retirement benefits will remain status quo during the term of this Agreement, subject to the re-opener as described immediately below. In the event legislation is enacted prohibiting the employer pick up of any or all of the current employer-paid "employee PERS cost" the parties will reopen the meet and confer process to negotiate replacement compensation equal to the increased cost to employees resulting from the legislation, to the extent permitted by law.

7. MATTERS FOR FOLLOW-UP DISCUSSION

The City and MVCEA agree to discuss voluntary furloughs and job sharing.

8. UNIFORMS

The following terms apply to employees required by the City to wear uniforms, but where City-paid laundry service is not provided:

a. Employees will have five serviceable uniform pants, five serviceable uniform shirts and one serviceable uniform jacket at the start of each fiscal year.

b. Uniforms damaged during the year in the course and scope of duty shall be replaced on an as needed basis.

c. The foregoing provisions do not apply to those positions for which only logo shirts are worn by employees.

9. HOLIDAYS

Authorized Holidays are as follows:

New Year's Day
Martin Luther King, Jr. Birthday
Presidents Day
Memorial Day
Independence Day
Labor Day

Veterans' Day
Thanksgiving
Day after Thanksgiving
Christmas Holiday (2 days)

If an employee works on a recognized holiday and the holiday is observed by the City on a different day, said employee will be paid 1½ pay for the hours worked on the actual holiday.

10. PROBATIONARY PERIOD

The Probationary Period will be 12 months for new employees hired on or after July 1, 2012.

a. Written evaluations shall not be prepared for probationary employees during the probationary period.

b. At least one performance related discussion shall be held by the immediate supervisor at the 6 month point, with a signed acknowledgment by the probationary employee that said discussion occurred.

c. A written evaluation shall be prepared to coincide with completion of the probationary period.

The Probationary Period for promoted employees will be 6 months.

a. Written evaluations shall not be prepared for probationary employees during the probationary period.

b. At least one performance related discussion shall be held by the immediate supervisor at the 3 month point, with a signed acknowledgment by the probationary employee that said discussion occurred.

c. A written evaluation shall be prepared to coincide with completion of the probationary period.

11. HOLIDAY CLOSURES

In 2012, 2013 and 2014, City Offices will be closed for annual holiday break beginning December 24th and ending January 1st. For the Friday after Thanksgiving Day, which is a furlough day, either

8.75 or 9.5 hours (depending upon the employee's regular work schedule) will be banked and used to cover one of the three unpaid days between 12/24 and 1/1. Employees will be required to cover two additional work days for a closure from 12/24 through 1/1, returning to work on January 2nd. Employees assigned to alternate work schedules shall not be required to contribute in excess of 19 hours of personal leave balance to observe the prescribed holiday closure schedules for 2013 and 2014.

12. HOLIDAY LEAVE ACCRUALS

Career full-time employees accrue the number of hours of holiday leave time, based on their regular full-time work day schedule and work week schedule, e.g. 8 hours when on a 5/40; 9 hours when on a 4/36; 8 or 9 hours when on a 9/80; 6, 8.75 or 9.5 hours when on a 9/76; 10 hours when on a 4/10 work week schedule; or the appropriate number of hours for any schedule identified within Section 14(f) of this agreement unless otherwise specified in this Agreement. Career part-time employees accrue holiday leave time on a prorated basis.

13. PARITY

During the term of this Agreement, MVCEA shall have the right to incorporate into this Agreement the comparable value of any additional economic enhancements agreed upon between the City of Moreno Valley and the Moreno Valley Management Association (MVMA).

14. **July 2013 Updates**

a. **Administrative Leave:** Effective with start of the first pay period following July 1, 2013, City to recommend that Council authorize the City Manager to grant up to 2 hours of administrative Leave per employee per pay period to recognize extraordinary service.

b. **Health Benefits:** Effective with start of the first pay period following July 1, 2013, all MVCEA members enrolled in family coverage will receive an additional monthly contribution by the City of $150 to help defray increased health insurance costs. Career part-time employees accrue this additional benefit on a prorated basis. This additional contribution will continue throughout the term of the current MOU (through June 2015), and will not increase further in 2014.

c. **Public Service Recognition:** In the paychecks issued closest to December 1, 2013 and December 1, 2014, each MVCEA member will receive a payment of $500. Career part-time employees accrue this additional benefit on a prorated basis.

d. **Performance Evaluations:** Meaningful performance feedback is critical to the City's success in delivery of service to Moreno Valley residents. Evaluations must recognize individual employees' distinct accomplishments and hold each employee accountable for fulfilling his/her assigned duties in a professional manner.

   i. To assist in meeting this essential management responsibility, the City will engage the services of a consultant with extensive public and private sector experience to review the City's current process and recommend a specific training regimen for all raters.

   ii. Success in this area will require that Managers, at all levels, are held accountable to provide employees with ongoing verbal feedback and meaningful performance evaluations which:

      1. Reflect unique performance levels of each rated employee;
      2. Represent the culmination of ongoing verbal feedback provided throughout the rating period; and
      3. Are reviewed and approved by Department Directors prior to being presented to rated employees (to ensure that raters are meeting the City's commitments as outlined herein).

e. **Labor-Management Committee:** A Labor-Management Committee, Co-Chaired by the MVCEA President/designee and the Administrative Services Director will meet on a quarterly basis to discuss topics of concern to the Association and the City. The following principles will be followed to cultivate the ongoing success of this important communication forum:

   i. Parties will exchange topics at least 2 weeks in advance of each meeting, providing sufficient preparation time for meaningful, productive discussions; and

   ii. The Labor-Management Committee will not serve as a forum to raise individual grievances or resolve matters more appropriately discussed at the work unit level; and

   iii. The first topic of discussion will be implementation of meaningful employee performance feedback and review.

f. **Employee Furlough:** To enhance public service provided to Moreno Valley residents and businesses, the City will reduce the current 10% Furlough to a 5% furlough, resulting in a "9/76" work schedule effective start of the first pay period following July 1, 2013,

Service hour enhancements will be made as follows:

Daily schedules for all MVCEA members, other than those assigned to directly support Development Services (Planning, Land Development, Building & Safety, Fire Prevention) will be based on 9.5 work hours Monday through Thursday of each work week.

Daily schedules for all MVCEA members assigned to directly support Development Services (Planning, Land Development, Building & Safety, Fire Prevention) will be based upon the following work schedule:

- 8.75 work hours Monday through Thursday of each work week;
- 6 work hours on the 2nd and 4th Friday of each work week;

- all employees on this schedule will work on the same (2nd and 4th) Fridays, with City Hall closed on the alternate (1st and 3rd) Fridays;
- Consistent with current practice, staff will remain available to provide inspections on Fridays when City Hall is closed with compensation in the same manner as currently provided for any additional work hours on those days.

Implementation of the above employee work hours will be established by management, in good faith and based upon input from Division Managers to ensure that service hours meet public service needs.

g. **Management Accountability:** Managers and supervisors will uphold performance and conduct standards for all employees. Key areas of concern include, but are not limited to: performance, attendance, and adherence to City policies.

15. PRIOR AGREEMENTS

The terms, conditions and provisions of prior Agreements shall remain in effect unless modified by this Agreement, or via the provisions contained herein pertaining to re-openers and/or the Comprehensive MOU document.

16. RATIFICATION AND EXECUTION

The City and MVCEA acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the bargaining unit and approved by the Moreno Valley City Council. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and Association, and entered into this _____ day of June, 2013.

Signature Page follows

For City:

_____
Michelle Dawson, City Manager

_____
Thomas M. DeSantis, Assistant City Manager

For MVCEA:

_____
Sherald Koliboski, President

_____
Richard Limas, Vice President

_____
Kathy Savala, Secretary/Treasurer

_____
Nick Henderson, MVCEA Board Member

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MV00209217

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MORENO VALLEY AND THE MORENO VALLEY MANAGEMENT ASSOCIATION 2012-2015 MOU as Updated in July 2013

The agreement entered into between the City of Moreno Valley and those employees designated as "Division Manager" (DM) and "Professional/Administrative/Management" (PAM) and sets forth the full terms and conditions of employment for members of the Moreno Valley Management Association (MVMA), subject to amendments reached by the parties in subsequent negotiations as provided for in this document.

The following is a list of provisions agreed to between the parties:

1. TERM

The term of this updated agreement shall be July 1, 2013 through June 30, 2015. All changes affecting members' salary/benefits agreed upon during the 2013 re-opener will take effect in the Pay Period which begins on July 6, 2013.

2. HOLIDAY SCHEDULE

In 2012, 2013 and 2014, City Offices will be closed for annual holiday break beginning December 24th and ending January 1st. For the Friday after Thanksgiving Day, which is a furlough day, either 8.75 or 9.5 hours (depending upon the employee's regular work schedule) will be banked and used to cover one of the three unpaid days between 12/24 and 1/1. Employees will be required to cover two additional work days for a closure from 12/24 through 1/1, returning to work on January 2nd. Employees assigned to alternate work schedules shall not be required to contribute in excess of 19 hours of personal leave balance to observe the prescribed holiday closure schedule for 2012.

3. SALARY

Effective the first full pay period of July 2012 (which begins at noon on July 6th) implement a 4.75% across-the-board cost-of-living salary increase.

Any COLA increases deferred for employees during the entire period of FY 2008/2009 through FY 2011/12, are not to be retroactively credited, owed or otherwise be held for the future or credit, and are therefore forfeited and terminated. The City may, however, decide to implement COLA pay increases for employees when the City can afford to do so, subject to the meet and confer process.

4. MERIT INCREASES

The City and MVMA agree that merit pay increases will not be provided to employees who are covered by this agreement during the term of this agreement.

Any merit pay increase frozen for employees during the entire period of FY 2008/2009 through the term of this agreement are not to be retroactively credited, owed or otherwise be held for the future or credit, and are therefore forfeited and terminated. The City may, however, decide to implement merit pay increases for employees when the City can afford to do so, subject to the meet and confer process.

5. REDUCED WORKWEEK

To enhance public service provided to Moreno Valley residents and businesses, the City will reduce the current 10% Furlough to a 5% furlough, resulting in a "9/76" work schedule effective start of the first pay period following July 1, 2013.

Service hour enhancements will be made as follows:

Daily schedules for all MVMA members, other than those assigned to directly support Development Services (Planning, Land Development, Building & Safety, and Fire Prevention) will be based on 9.5 work hours Monday through Thursday of each work week.

Daily schedules for all MVMA members assigned to directly support Development Services (Planning, Land Development, Building & Safety, and Fire Prevention) will be based upon the following work schedule:

- 8.75 work hours Monday through Thursday of each work week;
- 6 work hours on the 2nd and 4th Friday of each month;
- All employees on this schedule will work on the same (2nd and 4th) Fridays, with City Hall closed on the alternate (1st, 3rd, and 5th) Fridays;

Implementation of the above employee work hours will be established by management, in good faith and based upon input from Division Managers to ensure that service hours meet public service needs.

The employee's rate of pay will not change and the current pay rate for a 40-hour work-week shall continue to be reported to CalPERS for retirement contribution and reporting purposes. Employer Paid Member Contributions (EPMC) of 8% shall be made based on actual earnings in accordance with CalPERS rules for pre-July 1, 2009, employees.

Continuation of this item will prevent additional positions represented by MVMA from being defunded to cover lost savings not being realized by these salary-cost savings.

6. MANAGEMENT DIFFERENTIALS

Management differentials shall continue at 2% of salary for PAM and 4% of salary for DM for pre-September 30, 2011, employees and be reduced to 1.5% of salary for PAM and

3% of salary for DM for post September 30, 2011 employees. Management differentials shall continue to be paid at the full salary rate as if no reduction in hours had occurred pursuant to #5 above.

7. BENEFIT BANK

The benefit bank for pre-July 1, 2009, full time employees shall be $14,829 per year for employees enrolled in the City's CalPERS medical insurance program with family coverage and $14,229 per year for those that are not. The benefit bank for full time employees hired after July 1, 2009, and before September 30, 2011, shall be $13,200 per year for employees enrolled in the City's CalPERS medical insurance program with family coverage and $12,600 per year for those that are not. For full time employees hired prior to July 1, 2009, that voluntarily separate or are laid off from the City and are subsequently rehired by the City within one calendar year of his/her separation date, the benefit bank will be restored to $14,229 or $14,829 per year. For full time employees hired between July 1, 2009, and September 30, 2011, that voluntarily separate or are laid off from the City and are subsequently rehired by the City within one year of his/her separation date, the benefit bank will be restored to $12,600 or $13,200 per year. For full time employees hired after September 30, 2011, the benefit bank shall be $9,450 per year. For part time career employees, the benefit bank shall be $5,100 per year for pre-September 30, 2011, employees, and $3,825 per year for post September 30, 2011 employees.

Effective with start of the first pay period following July 1, 2013, all MVMA members enrolled in family coverage will receive an additional monthly contribution by the City of $150 to help defray increased health insurance costs. Career part-time employees accrue this additional benefit on a prorated basis. This additional contribution will continue throughout the term of the current MOU (through June 2015), and will not increase further in 2014.

8. PERS EMPLOYEE CONTRIBUTIONS

Employees hired after July 1, 2009 shall pay the employee's portion of CalPERS retirement contributions for retirement formula 2.7%@55 (currently 8%). Employees hired after December 23, 2011 shall pay the employee's portion of CalPERS retirement contributions (currently 7%) for retirement formula 2%@55.These contributions shall be deducted from the employee's bi-weekly pay. In addition, the City will cease paying the Employer Paid Member Contribution (EPMC) for these employees. Employees that voluntarily separated from the City and subsequently rehired by the City within one calendar year of his/her separation date, the City will pay the employee's share of CalPERS contributions in the same manner as done prior to the separation.

9. PERS RETIREMENT PLAN

Employees hired prior to December 23, 2011, shall continue to participate in the PERS 2.7% @ 55 Benefit plan with Highest Year Pay Calculation (with Employer Paid Member Contribution [EPMC] for those employees hired prior to July 1, 2009).Employees hired after December 23, 2011, shall participate in the PERS 2.0% @ 55 Benefit plan with 3-

year Average Pay Calculation.

The City provides retirement benefits for all employees through the Public Employees Retirement System (PERS). The City pays both the employee's and employer's contributions into the plan for employees hired prior to July 1, 2009. Employees hired on or after July 1, 2009, pay their own employee's contribution into the plan, under the provisions of Internal Revenue Code Section 414 (h) (2) for pretax contributions. This does not apply to promotional hires, whose original hire date was prior to July 1, 2009. At its option, the City may change its retirement system provider upon adoption by the City Council. Prior to any changes in retirement benefits, those eligible for retirement must be notified at least 30 days in advance. Current retirement benefits are available as follows:

A. Career Full-time Employees hired prior to July 1, 2009 receive fully-paid PERS retirement benefits. Career Full-time Employees hired on or after July 1, 2009, pay for their own employee's contribution for PERS retirement benefits, under the provisions of Internal Revenue Code Section 414 (h) (2) for pretax contributions, and at no point will the employer pay any portion of the employee's contribution.

B. Career Part-time Employees hired prior to July 1, 2009 receive fully paid PERS retirement benefits after 1,000 hours. Before that point, the employee will have the employee's portion deducted from salary. Career Part-time Employees hired on or after July 1, 2009 pay for their own employee's contribution for PERS retirement benefits, under the provisions of Internal Revenue Code Section 414 (h) (2) for pretax contributions, and at no point will the employer pay any portion of the employee's contribution.

C. Part-time/Seasonal. Temporary Employees, and Crossing Guards who are not eligible for PERS, are required to contribute 7.5% of earnings to a PST "457" deferred compensation program. Contributions to this plan will be made through payroll deduction. Employees eligible for participation in the PERS retirement plan (after 1,000 hours worked in a fiscal year) are responsible for the cost of their employee portion of PERS payment.

PERS refunds may be issued ONLY if the member has permanently separated from all PERS-covered or reciprocal employment. Or, if members have been on an unpaid leave of absence for at least six (6) months, they may request a refund of their contributions prior to returning to active employment.

Any employee hired prior to July 1, 2009, if promoted on or after July 1, 2009, will still be eligible for all benefit rates provided for employees hired prior to July 1, 2009 for the bargaining unit the employee is in on or after July 1, 2009.

For employees hired prior to July 1, 2009, that voluntarily separate or are laid off from the City and are subsequently rehired by the City within one calendar year of his/her separation date, the City will pay the employee's share of CalPERS contributions in the same manner as done prior to the separation.

10. MEETINGS

Employees designated as DM and PAM shall be allowed one hour of paid release time to attend employee relations meetings twice per year. Additional release time for employee relations purposes may be granted by the City Manager upon request.

11. FORFEITED LEAVE BALANCES

During the term of this agreement, if any PAM or DM employee is laid off as the result of a reduction in force and subsequently forfeits any unused sick leave pursuant to City personnel rules, and that employee is later re-called to work within the period provided for in Section 15 (Recall Period) of this MOU, that employee shall have any forfeited sick leave reinstated to a frozen sick leave account established in his/her name. Existing City rules for the use of frozen sick leave will continue to apply to these accounts.

12. ANNUAL LEAVE

The City's existing Annual Leave program shall be modified as follows:

A. The limit of accrued Annual Leave will be 1,664 hours for employees hired prior to September 30, 2011, and 800 hours for employees hired on or after September 30, 2011. Once an employee reaches his/her respective cap, annual leave accruals will be suspended.

B. 100% of accrued Annual Leave balances shall be paid in full at the time of separation.

C. Career employees accrue annual leave time based on their years of service and employee group. The annual accrual rate is listed below:

All Employees (hired prior to 9/22/1992)

	11+ years
PAM	332 hours
DM	352 hours

Tier I and II employees (hired prior to 9/30/2011)

Employee Group	*0-5 years*	*6-10 years*	*11+ years*
PAM	252 hours	292 hours	316 hours
DM	272 hours	312 hours	336 hours

Tier III employees (hired on or after 9/30/2011)

Employee Group	*0-5 years*	*6-10 years*	*11+ years*
PAM	234 hours	274 hours	314 hours
DM	252 hours	292 hours	332 hours

D. During each calendar year, each full time career employee shall use a minimum of 80 hours of annual leave.

E. Authorized Holidays are as follows:

New Year's Day
Martin Luther King, Jr. Birthday
Presidents Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving
Day after Thanksgiving
Christmas Holiday (2 days)

F. Employees will be paid Holiday Pay for all working hours scheduled to be worked on a holiday. Thus, career, Full-Time Employees will be paid ten hours on a holiday that falls on a ten hour work day, nine 1/2 hours on holidays that fall on a nine 1/2 hour work day, eight hours on holidays that fall on an eight hour work day, or the appropriate number of hours for any schedule identified within Section 5 of this agreement. This only involves official holidays as recognized by the City. Two floating holidays will be credited at 8 hours and will continue to be included in Annual Leave accrual rates as described in Section C above.

G. When a holiday falls on an employee's furlough day or regular day off the employee shall be credited with the appropriate number of hours in his/her Holiday Leave Bank. Hours will be credited as described in Section F above. Unless otherwise noted in this MOU.

H. At retirement, Frozen Sick Leave balance (sick leave accrued prior to December 14, 2007) will be paid as elected by the employee per the following formulas:

1. 70% PERS Service Credit with 30% Cash Out
2. 80 % PERS Service Credit with 20% Cash Out
3. 90 % PERS Service Credit with 10% Cash Out
4. 100 % PERS Service Credit with 0% Cash Out

Upon separation, employees shall be paid for 40% of Frozen Sick Leave. The remaining 60% shall be forfeited. The exception shall be those employees with sick leave balances "frozen" as of 9/22/92. For those employees, upon retirement, 40% of remaining "frozen" sick leave shall be available for use as PERS service credit while the remaining 60% shall be paid out in cash. Employees not retiring under the City's CalPERS contract shall forfeit the 40% of "frozen" sick leave.

13. VEBA CONTRIBUTION

The City contribution toward individual VEBA accounts for employees hired prior to September 30, 2011 shall temporarily be made at 50% of the full contribution, with the temporary monthly contributions being $37.50 for full-time permanent employees. For employees hired on or after September 30, 2011, the VEBA shall be fully funded at $75 per month for full-time permanent employees.

The purpose of the VEBA is to provide employees with the ability to plan for future as well as current health care expenses as included under section 213 of the Internal Revenue Code.

Employees realize a significant benefit under this Plan as eligible contributions to a VEBA Trust and the reimbursed expenses from the VEBA Trust are tax exempt.

A. All members of the Moreno Valley Management Association are eligible to participate in the program and are given a one-time option of participating or not participating in the program. The option must be exercised within fifteen (15) days of its offering and is irrevocable.

B. Levels of contribution for the duration of the current agreement between the parties, for all participants, are as follows:

   Mandatory deduction from salary: $25.00 per pay period.

   or in the alternative, contribution amounts within the unit may be made, if the particular sub-unit is composed of a minimum of three employees, by years of service:

0-5 years	$ 25.00 per pay period
6-10 years	$ 25.00 per pay period
11-15 years	$ 25.00 per pay period
16+ years	$ 25.00 per pay period

C. In addition, participating employees' final accrued Annual Leave shall be allocated to their respective individual VEBA accounts as follows:

   10% of payable hours on record at time of separation of employment which is defined as retirement, resignation, or termination of employment from the City of Moreno Valley.

D. All employee contributions made to a VEBA account shall comply with applicable IRS Codes. If The Internal Revenue Service concludes that a portion of the VEBA Program does not qualify under the requirements of the Tax Code, or the Plan no longer qualifies, the City shall meet with the Moreno Valley Management Association and discuss options to bring the Plan into compliance, or discontinue the Plan.

14. POST RETIREMENT MEDICAL BENEFIT

City Paid Retiree Medical Benefit: Effective January 1, 2001 the City shall pay a minimum of the monthly fee required by PERS for enrollment of retirees as required under the Public Employees' Medical and Hospital Care Act (PEMHCA) for employees who retire from the City of Moreno Valley under the CalPERS program.

Employees hired prior to September 30, 2011 who retire under the CalPERS retirement benefits system with a minimum of five full-time years of service with the City, shall also be eligible to receive a benefit which is the lesser of the cost of medical coverage for the retiree and spouse, or a maximum employer contribution of $318.73 per month.

To receive the Retiree Medical Benefit, the retiree must submit documentation of payment for medical insurance coverage. Documentation for those enrolled with PERS Health is provided by PERS. In the event of the retiree's death, the surviving spouse continues to be eligible to receive the benefit.

Employees hired on or after September 30, 2011 will not be provided the City paid retiree medical benefit described in the above. For these employees, the City will pay $75 per month towards active employees' Voluntary Employee Benefits Association (VEBA) account for retirement health insurance expenses. Employees must serve a minimum of five years of full-time employment with the City in order to become vested and eligible to use their VEBA account upon retirement.

All employees who retire under both the City of Moreno Valley and CalPERS retirement benefits system are eligible to participate in the CalPERS medical insurance program under the Public Employees Medical and Hospital Care Act (PEMCHA), and the City pays the monthly minimum fee required for each retired City of Moreno Valley employee who participates in PEMCHA.

Retirees must convert to Medicare at age 65.

15. LAYOFFS/REDUCTIONS-IN-FORCE/RECALL

The City Manager may lay off permanent and probationary workers at any time for lack of work, budgetary reasons, technological changes, or other City actions that necessitate a reduction in the work force. At least four weeks' notice shall be given to any employee who is to be laid off. At the City Manager's discretion, a demotion or transfer to another department or classification may be made to prevent a layoff provided the employee is qualified by education and/or experience and is capable of performing the duties of the

classification. The Department Directors, in consultation with the Administrative Services Director, and as approved by the City Manager, will effect the layoffs.

15.1 Reduction in Force:

When it becomes necessary to reduce the work force in the City, the City Manager shall designate the job classification, division, department, or other organizational unit in order to effect a, reduction in the work force. Contract, temporary, seasonal, or initial probationary employees in the same job classification(s) proposed to be reduced within the City shall be laid off first. Probationary promotional employees who are laid off shall be returned to their former classification. Employees who accept lower positions or transfers in lieu of lay-off shall be placed at a pay level within the salary range of the new position which yields a salary closest to current salary,

15.2 Order of Layoff for MVMA Employees:

The order of layoff of MVMA unit career employees shall be made in accordance with a system which favors retention of the more meritorious employees, based upon evaluation of the following factors in the listed order of implementation:

A. An overall rating of "unsatisfactory" or "needs improvement" on the most recent performance evaluation once finalized and filed in Human Resources except when an employee has less than one year seniority with the City. In that case, only seniority will be used.

B. Documented disciplinary actions during the preceding twelve (12) months.

C. Seniority (length of service in a career position):

1. in the city
2. in the classification
3. in the department

For MVMA employees who are equal in performance and seniority, as established in A-C above, preference will be given to those with proof of honorable military discharge,

15.3 Seniority:

Seniority is determined from the day of official appointment to a City department as a career employee, provided that any career employee, who, as a result of promotion, transfer, or voluntary demotion, is appointed to a career position in another department, shall for purposes of layoff, carry seniority previously acquired over to the new department.

Seniority shall continue to accrue during periods of Annual Leave, layoff not exceeding three (3) years, any authorized leave of absence of less than three (3) months, or any call to military service for the duration of the call to duty. Seniority shall not accrue during any other break in continuous service.

15.4 Other Policies:

The City may call back as a temporary employee, within the first year after layoff, any laid off employee who is on the recall list when the employee is qualified to fill a vacancy of a full time position.

Any employee who receives an involuntary transfer shall have the option to be reinstated to a vacated position in the classification from which said employee was involuntarily transferred for up to six (6) months from the effective date of the involuntary transfer in the event of layoff.

An employee who chooses to terminate and have his/her name placed on the Reinstatement List under this section shall notify the department in writing of his/her decision at least three (3) working days prior to the effective date of reassignment. Such termination shall be on the same date as the reassignment would have been effective.

15.5 Recall Period:

The recall period for employees laid off prior to June 30, 2011 shall be two years from the date of their layoff. The recall period for employees laid off on or after June 30, 2011, shall be three years from the date of their layoff.

15.6 Recall List:

The name of every career employee who is laid off, transfers, or elects to demote to a formerly held classification in the same department for longer than one pay period due to a Reduction-in-Force, shall be placed on the Recall List, except that the names of those MVMA unit employees laid off under Sections A & B under in "Order of Layoff for MVMA Employees" above, shall not be placed on the recall list. Vacancies to be filled within a department shall be offered to individuals named on the Recall List who, at the time of the Reduction-in-Force, held a position in the same job classification within the department as the vacancy to be filled. Order of recall shall be same as order of layoff.

A. Individual names may be removed from the Recall List for any of the following reasons:

- The expiration of three (3) years from the date of placement on the list, effective June 30, 2011.
- Re-employment with the City in a career full-time position in a department other than that from which the employee was laid off.
- Failure to respond within 14 calendar days of mailing a certified letter regarding availability for employment.
- Failure to report to work within 14 calendar days of mailing of a certified letter containing a notice of reinstatement to a position, absent mitigating circumstances.

- Request in writing, including e-mail, to be removed from the list.

In the event of a vacancy, if there are no individuals on the recall list who formerly occupied the vacant classification, those individuals on the recall list who possess the necessary qualifications for the vacant classification shall be eligible for recall to the vacancy. Eligibility order shall be the same as the order of lay-off.

No person from outside City employment shall be hired in a career position in the deleted classification until all those displaced due to layoffs or transfers are recalled to their former classification or one classification lower in the same career ladder as the one in which the employee was laid off.

15.7 Status on Re-employment:

Effective June 30, 2011, a career employee who has been laid off or terminates in lieu of reassignment and is re-employed in a career position within three (3) years from the date of his layoff or termination shall be entitled to:

A. Buy back and thereby restore all or a portion of Annual Leave credited to the employees' account on the date of layoff or termination and at the same rate as it was sold originally. This restoration must be requested in writing within 30 days of returning to work and must be fully paid back within six (6) months of the return to work.

B. Restoration of seniority accrued prior to and accrued during layoff.

C. Credit for all service prior to layoff for the purpose of determining the rate of accrual of Annual Leave.

D. Placement in the salary range as if the employee had been on a leave of absence without pay if he/she is reinstated to the same job classification in the same department from which he/she was laid off or terminated.

E. In accordance with CalPERS regulations, restoration to the same level of CalPERS benefits and City paid member contribution that the employee received prior to being laid off or terminated.

F. Restoration to the same level of flexible benefits (i.e. benefit bank) that the employee received prior to being laid off or terminated.

15.8 Continuation of Benefits:

Those who are laid off shall have their medical insurance benefits continued to the end of the second month following the date of their layoff in the event that they are not covered by another medical plan at that time.

16. WORKPLACE IMAGE

The City's Image policy will permit denim pants on Thursday subject to reasonable quality standards established by the Human Resources Department prior to implementation.

17. EXEMPT TEMPORARY EMPLOYEES

The City may exempt temporary employees from the PERS Contract and add a PERS payroll code to simplify payroll.

18. DIRECT PAYROLL DEPOSIT

The City may require the use of Direct Payroll Deposit as a condition of employment for employees hired after September 30, 2011.

19. OTHER BENEFITS

There shall be no other reductions in City paid benefits during the term of this agreement.

20. RE-OPENER CLAUSE

The parties recognize that the economic enhancements included in this Updated Agreement constitute the final economic enhancements to occur during the term of the current MOU which expires on June 30, 2015. Parties retain their respective prerogative to request re-openers on Personnel Rules and Regulations issues, and any other topics of mutual consent during the term of this Agreement.

Discussions will commence within 30 days of the request by either party pursuant to the provisions of this Section.

21. PARITY

During the term of this agreement, MVMA shall have the right to incorporate into this agreement the comparable value of any additional economic enhancements agreed upon between the City of Moreno Valley and the Moreno Valley City Employees Association (MVCEA).

22. PROBATIONARY PERIOD

The first twelve (12) months, or any duly extended longer period, of all new employment in a career position shall be deemed a probationary period. The first six (6) months, or any duly extended longer period, of all promotional employment in a career position shall be deemed a probationary period. The probationary period shall commence upon the effective date of the appointment.

During the probationary period, an employee may be terminated without the right of appeal, hearing or resort to any grievance procedure if his or her performance is deemed in any way unsatisfactory or below City standard by the City Manager, upon recommendation of the Department Head. At the conclusion of the probationary period, if the employee's performance does not meet City standards but is not altogether unsatisfactory, the probationary period may be extended up to an additional period of the same duration, at the discretion of the City Manager.

The decision to extend the length of an employee's probationary period must be based on justifiable reasons and must be made prior to the expiration of the original probationary period. Such a decision shall not be appealable or grievable.

Before an employee may promote, they must first successfully complete original probation. An employee who fails to complete his or her promotional probationary period satisfactorily shall be reinstated to the position in the same classification from which he or she was promoted unless discharged from City service as provided in the City's Personnel Rules.

23. PERFORMANCE EVALUATIONS

Meaningful performance feedback is critical to the City's success in delivery of service to Moreno Valley residents. Evaluations must recognize individual employees' distinct accomplishments and hold each employee accountable for fulfilling his/her assigned duties in a professional manner.

a. To assist in meeting this essential management responsibility, the City will engage the services of a consultant with extensive public and private sector experience to review the City's current process and recommend a specific training regimen for all raters.

b. Success in this area will require that Managers, at all levels, are held accountable to provide employees with ongoing verbal feedback and meaningful performance evaluations which:

    1) Reflect unique performance levels of each rated employee;
    2) Represent the culmination of ongoing verbal feedback provided throughout the rating period; and
    3) Are reviewed and approved by Department Directors prior to being presented to rated employees (to ensure that raters are meeting the City's commitments as outlined herein).

24. LABOR-MANAGEMENT COMMITTEE

Subject to concurrence by the Moreno Valley City Employees Association (MVCEA), a Labor-Management Committee Co-Chaired by the MVCEA and MVMA

Presidents/designees and the Administrative Services Director will meet as needed to discuss the implementation of meaningful employee performance feedback and review, including accountability guidelines.

25. PUBLIC SERVICE RECOGNITION

In the paychecks issued closest to December 1, 2013 and December 1, 2014, each MVMA member will receive a payment of $500. Career part-time employees accrue this additional benefit on a prorated basis ($250).

26. MANAGEMENT ACCOUNTABILITY

Managers and supervisors will uphold performance and conduct standards for all employees. Key areas of concern include, but are not limited to: performance, attendance, and adherence to City policies.

27. RATIFICATION AND EXECUTION

The City and MVMA acknowledge that this Memorandum of Understanding shall not be in full force and effective until ratified by the bargaining unit and approved by the Moreno Valley City Council. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and Association, and entered into this ____ day of _____ 2013.

For City:	For MVMA:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: June 25, 2013

TITLE: AMENDMENT TO CHAPTER 6.02 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE AND ADOPTION OF THE PROPOSED ORDINANCE RELATED TO ILLEGAL HAULING AND COMMERCIAL RECYCLING BIN SCREENING

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Introduce the proposed Ordinance No. 866 amending Municipal Code Section 6.02. An Ordinance of the City Council of the City of Moreno Valley, California, Amending Section 6.02 of Chapter 6 of the City of Moreno Valley Municipal Code Relating to Refuse Collection, Transfer and Disposal.

BACKGROUND

There is an existing need within the City's solid waste program to strengthen illegal hauling prohibitions and procedures, provide exemptions for the screening of commercial recycling bins, and update definitions.

Currently the Municipal Code prohibits any person from collecting any refuse for hire within the City at such times as there is in force a contract entered into by the City with any contractor for the collection and disposal of refuse of the City or its inhabitants (Section 6.02.070). However, the Code also includes exemptions for certain groups that are not prohibited from collecting refuse for hire. The current exemptions are:

- Contractors or builders removing debris, rubbish and trash from construction sites

- Any persons holding a valid City business license to engage in the nursery or gardening business, to remove shrubbery, grass, tree cuttings, tree trimmings or other agricultural debris from property
- Any persons holding a valid City business license to engage in the removal of industrial wastes
- Any persons holding a valid City business license to engage in the removal of large or oversized items of solid waste

Staff recommends the modification of these exemptions. Such modification will avoid the loss of franchise fees not collected from waste being hauled by haulers not franchised by the City. Additionally, the current franchise agreement grants Waste Management, Inc. exclusive rights for the collection, transportation, recycling, composting, and disposal of various types of waste including Construction and Demolition Waste and Green Waste. However, the Municipal Code exemption for contractors, builders, and nursery/gardening businesses limits these exclusive rights. The modified exemptions will create consistency with the exclusive rights granted in the Franchise Agreement.

The recommendation of staff is to modify the list of exemptions and limit exemptions to the following:

- Contractors completing public improvement or utility work within the existing public right-of-way and/or easements
- Cases where the placement of a stationary bin is not feasible due to the project scope and/or operations
- Cases where the materials that the owner seeks to recycle are not recyclable by the franchise waste hauler, as determined by the City Manager or his or her designee
- Persons holding a valid City business license to engage in the removal of special wastes or large or oversized items of solid waste

This will allow exemptions for currently existing programs, such as the Capital Improvement Projects and work performed by utility companies. Additionally, it will allow special cases to be exempted on a case-by-case basis.

In addition, it is recommended to provide an allowance for commercial customers to place their recycling dumpster outside any screening in cases where space constraints or the nonexistence of trash enclosures would otherwise prohibit commercial and industrial businesses from participating in the Waste Management Commercial Recycling Program. This will allow such commercial customers to comply with regulations set forth in the State of California's mandatory commercial recycling legislation while also maintaining compliance with the City's Municipal Code.

Lastly, there is a need to establish a uniformity of technical definitions in the Municipal Code to be consistent with the technical definitions within the Franchise Agreement.

DISCUSSION

This ordinance modification will establish a procedure for the proper notification and confiscation of bins which are being used for illegal hauling purposes. Violators of the City's illegal hauling prohibitions will be subject to an administrative citation and penalty consistent with an infraction of the Municipal Code. As detailed in Attachment "1" (Proposed Ordinance), owners of illegal bins will have three days from the date of the notice posting to remove the bin, after which the bin will be confiscated. No bin will be confiscated without approval of the City. No bin will be confiscated prior to obtaining a warrant, if the bin is located on private property, unless exigent circumstances exist. The owner will have 30 days to claim the confiscated bin and pay all fees.

The City's franchise waste hauler will be utilized to confiscate, transport and store bins upon City authorization. New fees are proposed to be placed on the fee resolution for fiscal year 2013/2014 to complement these new procedures. These fees are in addition to any penalty associated with the administrative citation, and the amounts of such fees are noted below:

Confiscation of Bin (1 ½ yard – 6 yard)

- Hauling & Disposal – $97.62
- Storage – $25.00

Confiscation of Bin (10 yard – 40 yard)

- Hauling & Disposal – $457.62
- Storage – $75.00

It is important to note that the changes recommended will not alter the ability for residents to obtain a self-haul permit. There will also be no financial impact on any of the residential or commercial accounts. The financial burden on the illegal hauling prohibition procedures will be placed on those non-franchise haulers who violate the Municipal Code.

In regards to accommodating commercial recycling customers, an exemption from the screening requirement for commercial recycling bins is proposed. This exemption would be limited to existing commercial properties that either have no existing trash enclosure/screening element or have trash enclosure(s)/screening element(s) of a size that are not sufficient to accommodate both a commercial trash bin and a commercial recycling bin. At such time that any exempted property applies for major entitlement or expands by more than 50%, a condition of approval to construct a larger enclosure capable of accommodating two bins may be identified.

The approval of the Municipal Code modifications and fees identified will establish the basis for a stronger illegal hauler enforcement program and facilitate compliance with mandatory commercial recycling requirements.

ALTERNATIVES

Staff recommends that the City Council:

1. Introduce the proposed ordinance and adopt the ordinance after the second reading on July 9th, 2013. ***Staff recommends this alternative. This would limit the loss of potential franchise fees, supports the exclusive rights identified within the Franchise Agreement, and facilitates the ability of local businesses to comply with the State of California mandatory commercial recycling legislation.***

2. Direct staff to make changes to the ordinance and return to a City Council meeting or study session on a later date with a revised Ordinance.

3. Take no action. The existing ordinances will remain in effect. ***Staff does not recommend this alternative. This will maintain the current exemptions, continue the loss of potential franchise fee revenue, maintain limitations on the franchise hauler's exclusive rights identified within the Franchise Agreement, and maintain a barrier in the ability of local businesses to comply with the State of California's mandatory commercial recycling legislation.***

FISCAL IMPACT

There are potential franchise fees that will be generated from the Construction and Demolition Waste and Green Waste not currently collected by the City's franchise hauler. All Hauling/Disposal and Storage fees collected will be utilized to pay for related services provided by the franchise waste hauler. There will be no rate increase to trash service to any customer in Moreno Valley.

CITY COUNCIL GOALS

Community Image, Neighborhood Pride and Cleanliness - Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

Revenue Diversification and Preservation – Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

NOTIFICATION

Publication of the City Council Agenda.

ATTACHMENTS

Attachment 1 – Proposed Ordinance

Prepared By:
Ariana Ayala
Management Analyst

Concurred By:
John Terell
Interim Community & Economic Development Director

Concurred By:
Robert R. Lemon
Maintenance & Operations
Division Manager

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00209237

ATTACHMENT 1

ORDINANCE NO. 866

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 6.02 OF CHAPTER 6 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO REFUSE COLLECTION, TRANSFER AND DISPOSAL

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1. MUNICIPAL CODE AMENDED:

Section 6.02 of Chapter 6 of Title 1 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

"6.02 REFUSE COLLECTION, TRANSFER AND DISPOSAL

6.02.010 Findings.

The city council makes the following findings:

A. Refuse collection, transfer and disposal services within the city were provided pursuant to nonexclusive permits, all of which expired by their own terms after December 31, 1985.

B. It is in the best interests of the public health, safety and welfare that refuse collection, transfer and disposal services within the city be provided either by city officers and employees directly, or by exclusive contract with a qualified provider of such services.

6.02.020 Definitions.

For the purpose of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

"Bins" means those containers provided by the city's franchise hauler for commercial, industrial, construction and multifamily residential uses. Bins are of two types: (i) bins (usually three cubic yards in size) which are picked up by refuse trucks by means of front loading apparatus; and (ii) roll-off bins (usually forty (40) cubic yards in size) which are picked up by trucks using rear loading winches onto rails.

"Bulky Waste" means discarded furniture (including chairs, sofas, and mattresses; rugs); appliances (including refrigerators with freon, ranges, washers, dryers, water heaters, dishwashers, air conditioner units with CFCs, televisions,

electronic appliances, small household appliances and other similar items commonly known as "white goods"), waste tires, and oversized yard waste such as tree trunks and large branches if no larger than two feet (2) in diameter and four feet (4) in length and similar large items discarded from residential service recipients; "Bulky waste" does not include large items such as car bodies, camper shells, mobile homes, trailers, Jacuzzi tubs or spas, or any other item that cannot be safely lifted and collected by one person. In addition, bulky waste do not include any hazardous waste, special waste, or any other item or items that in the future may be banned by regulation.

"City" means the city of Moreno Valley.

"City manager" means the city manager of the city or his duly authorized representative.

"Collector" means, depending upon the context in which used, either the city or a contractor.

"Construction material" means discarded material from the construction or destruction of buildings, roads and bridges, to include concrete, rocks, asphalt, plasterboard, wood, and other related construction material.

"Contractor" means a person, persons, firm or corporation authorized by contract with the city to provide single-family residential, multi-family residential, commercial or industrial (roll-off) refuse collection services within the city.

"Dump or dumping" means placing, depositing, discarding and/or storing of any items of solid waste, hazardous waste, green waste, garbage, special waste, medical waste, rocks, or dirt, or of any vehicles which do not have value beyond scrap value or which are inoperable and unlicensed or which are considered abandoned due to the surrounding conditions.

"Garbage" means the putrescible animal, fish, fowl, food, fruit or vegetable matter resulting from the cultivation, preparation, storage, handling, decay or consumption of such substance.

"Green waste" means all forms of biodegradable plant material which can be placed in a covered container, such as tree trimmings, grass clippings, etc. Tree stumps and logs are not to be considered green waste unless they are reduced to a chipped form; they shall be considered bulky waste. Biodegradable plant material which is mixed with other kinds of refuse shall not be considered green waste.

"Hazardous waste" means any chemical compound, mixture, substance or article which, if improperly used, handled, transplanted, processed or stored, may constitute a hazard to health or may cause damage to property and contaminate the water table by reason of being explosive, flammable, poisonous, corrosive, radioactive, or otherwise harmful to the environment.

"Medical waste" means any materials of whatever nature normally disposed of in the course of, after, or as a result of any medical treatment or procedures or any administration of any legal or illegal drug or other substance to the body of humans or animals, including without limitation, medicines, syringes, hypodermic needles, body parts or fluids of humans or animals (and any other materials, such as bedding or clothing, containing or having been in contact with body fluids), medical implements, packaging from any such substances or materials, and other related materials, whether or not such items are the result of legal medical treatment or other legal or illegal activities.

"Place" or "premises" means every dwelling house, dwelling unit; apartment house or multiple dwelling building; trailer or mobilehome park; store; restaurant; rooming house; hotel; motel; office building; department store; manufacturing, processing, or assembling shop or plant; and every other place or premises where any person resides, or any business is carried on or conducted within the city.

"Private premises" means any privately owned real property, together with any structure thereon, whether inhabited or temporarily or continuously uninhabited or vacant, including the yard, grounds, walks, driveway, porch, steps, vestibule or entryway thereof and any off-street parking area.

"Public place" means any and all public streets, sidewalks, gutters, boulevards, alleys or other public rights-of-way and any and all public buildings, parks, squares, grounds and off-street parking areas, and all other publicly owned improved or unimproved real property.

"Recyclable Material" means a commodity which is sold for compensation (i.e. the generator receives a payment from the recycler net of any transportation or processing costs), or given away, but which is not discarded into the waste stream. A Recyclable Material which is not sold for compensation or given away, or which is discarded into the waste stream, loses its character as a Recyclable Material and becomes Recyclable Solid Waste subject to the definition in this code.

"Recyclables Container" shall mean containers provided and owned by city's franchise hauler for service recipients for the temporary accumulation of Recyclable Solid Waste.

"Recyclable Solid Waste" shall mean Solid Waste which contains Recyclables separated from the remaining Solid Waste stream in Recyclables containers. It includes all those materials to be collected under the city's existing recycling programs and shall consist of paper, cardboard, glass jars and bottles, aluminum/tin cans and PET (polyethylene terephthalate) and HDPE (high density polyethylene) plastic containers. It shall also include designation recyclable and reusable materials from demolition and construction waste as detailed in chapter 8.80.020 of the Municipal Code. Subject to City Council approval, the scope of this definition may be changed to exclude any of the materials listed above or to include other materials, provided that such changes in scope are made to account for changes in the market for recyclable materials.

"Recyclables" shall mean products or substances, including but not limited to paper, cardboard, metal, glass, plastic, or other substances capable of being re-processed, reused or resold, which have passed through their originally intended usage.

"Rubbish" means nonputrescible, useless, unused, unwanted or discarded material or debris, either combustible or noncombustible, including but not limited to, paper, cardboard, grass, tree or shrub trimmings, straw, clothing, wood or wood products, crockery, glass, rubber, metal, plastic, construction material and similar material.

"Solid waste" means and includes all putrescible and nonputrescible solid or semisolid wastes (including semiliquid or wet wastes with insufficient moisture so as not to be free flowing), garbage, rubbish, ashes, recyclable solid waste~~,~~ bulky waste, green waste, demolition and construction wastes and other discarded materials resulting from domestic, institutional, commercial, industrial, agricultural and community operations and activities. It shall not include Special Waste.

"Special waste" means and includes, but is not limited to, flammable waste, liquid waste, sewage sludge, dead animals, manure, radioactive, explosive substances, asbestos, pesticides, herbicides, fungicides, rodenticides and other hazardous materials.

"Standard container" means those containers approved by the city for normal curbside service to single unit residential premises. This includes automated containers as provided by the city's franchise hauler for collection of acceptable "solid waste", "recyclable solid waste", and "green waste". This definition expressly excludes the use of oil drums, grease barrels, plastic bags and cardboard boxes as collection containers.

6.02.030 Collection services.

A. The city shall provide for and furnish services relating to collection, transfer and disposal of solid waste within and throughout the city. Such services will be furnished either by city officers and employees directly, or by contract agent or agents of the city.

B. By appropriate resolution or contract, the city council may determine that all or part of the solid waste collection, transfer and disposal services shall be provided within the city by the city through its officers and employees or by an exclusive or nonexclusive contract with one or more qualified providers of such services. By the same resolution or contract, the city council may establish classes of recipients of such services and may mandate as to all or less than all of such classes that each member of the class shall make appropriate arrangements for regular solid waste collection services with the city or, when a contract for solid waste collection is in force, with an authorized contractor.

C. Every person having a duty, pursuant to subsection B of this section, to make or cause to be made arrangements for regular solid waste collection services, shall be liable for payment of the appropriate service fees and charges therefor to the same extent and at the same times, irrespective of whether the person has or has not made the appropriate arrangements for collection services in compliance with such resolution or contract. Whenever the fees or charges for such services have not been paid when due, all of the persons mentioned in Section 6.02.040(B) shall be jointly and severally liable for payment thereof (together with any applicable penalties and interest) irrespective of which person may have made any existing arrangements for collection services; provided, that an occupant of only a portion of a parcel of real property or premises shall be deemed liable only for the fees or charges, or portion thereof, attributable to collection services for refuse produced or to be produced or accumulated or to be accumulated by the occupant, and also upon all portions of the property occupied by the occupant.

D. Notwithstanding the foregoing provisions of this section relating to which persons are liable for payments for refuse collection services, pursuant to Sections 5473 and 5473a of the California Health and Safety Code, the city elects to have delinquent and unpaid fees and charges collected on the tax roll in the same manner, by the same person, and at the same time as, together with and not separately from, its general taxes. Delinquent and unpaid fees or charges shall mean those fees and charges for which services have been rendered but which have not been paid for more than sixty (60) days after the billing date.

E. The procedure for collecting delinquent and unpaid fees and charges on the tax roll shall be as follows:

1. City may cause a written report to be prepared each year and filed with the clerk which shall contain a description of each parcel of real property receiving such services and facilities and the amount of the delinquent fees and charges for each parcel for the year which remain outstanding, computed in conformity with the charges prescribed by this chapter. In addition to delinquent fees and charges, the amount may also include a ten (10) percent basic penalty for nonpayment of those fees and charges and, in addition, a penalty of one and one-half percent per month for nonpayment of those fees, charges and the basic penalty.

2. On or before August 10th of each year following the final determination of the delinquent charges, the city clerk shall file with the county auditor a copy of the report prepared with a statement endorsed on the report over his or her signature that the report has been finally adopted by the city council. (Ord. 524 § 1.2, 1997; Ord. 399 § 1.1, 1993; Ord. 361 §§ 1.1, 1.2, 1992; Ord. 54 § 1.1 (part), 1986)

6.02.040 Public nuisance.

A. It is unlawful, and a public nuisance, for any person to occupy or inhabit any property within the city for which appropriate arrangements have not been made

and kept in full force and effect for regular solid waste collection services, in compliance with Section 6.02.030(A) and (B).

B. An occupant of property shall be deemed to have complied with Section 6.02.030(A) and (B) if the owner of the property has caused to be made such appropriate arrangements for collection of solid waste upon all portions of the property occupied by the occupant. An owner of property shall be deemed to have complied with Section 6.02.030(A) and (B) if an occupant or occupants has or have caused to be made such appropriate arrangements for collection of all refuse upon all portions of the property. (Ord. 54 § 1.1 (part), 1986)

6.02.050 Containers.

A. It is the duty of every person in possession, charge or control of any place within the city, in or from which solid waste accumulates or is produced, to provide, and at all times to keep in a suitable place readily accessible to the collector, containers capable of holding without spilling all solid waste which would ordinarily accumulate on the premises between the time of two successive collections. At the time of collection, no containers to be emptied shall be located inside locked gates or doors or in a fenced or enclosed area used to restrain animals.

B. Every person in charge of a residence, commercial or industrial business shall deposit or cause to be deposited all solid waste in standard containers or commercial bins as approved by the city manager and the collector. No person shall maintain or place for collection any container not in conformance with the standard container designated in this section. Residences and dwelling units who have self-haul permits must furnish their own containers and shall be responsible for their maintenance, cleanliness and replacement. No container shall be placed adjacent to a street or public right-of-way for collection service more than twelve (12) hours prior to the normal collection time and shall be removed from the street or right-of-way location within twelve (12) hours after collection.

C. All persons in possession of any place within the city shall store standard containers or commercial bins on their properties, when not placed for collection, in a manner which will be screened from public view and which will not allow such containers or bins to roll, fall or protrude onto the public streets, sidewalks or alleys of the city. Any standard container or commercial bin which partially or wholly blocks or obstructs any public street, sidewalk or alley in violation of the foregoing requirement is a nuisance abatable under Section 1.01.250 and shall also subject the person responsible therefor, whether or not the owners thereof, to punishment under Section 1.01.200 et seq., whenever the standard container or commercial bin was placed in the public street, alley or sidewalk as a result of the intent or negligence of the person charged with the violation of this section. An exemption may be allowed to the requirement that commercial recycling bins be stored in a manner which will screen them from public view. In cases where existing trash enclosures do not allow adequate space to maintain two bins or in such cases where a commercial property has no existing trash enclosure. However, in no event will any exemption be allowed to the

requirement that commercial bins be stored in a manner that will not allow such containers to roll, fall, or protrude onto the public streets, sidewalks, or alleys of the City. Bins covered by this exemption shall be placed in such a manner as to minimize visibility from public view. Any such exemptions will be evaluated at such time that a property owner files for a major entitlement or the buildings on the property are expanded over 50%. In such cases, a condition of approval may be placed on the property to build larger enclosure(s) to accommodate both a trash and recycling bin.

D. It is unlawful for any person to place solid waste in, or to otherwise use the solid waste containers of another person, without the permission of such other person. (Ord. 324 § 1.1, 1991; Ord. 54 § 1.1 (part), 1986)

6.02.060 Frequency of collection.

A. Every person in charge of a residence or residences, whether single-family, multiple-family, commercial or industrial buildings, shall make arrangements with the collector, to have removed, not less than once a week, from the property upon which the residence, residences, commercial buildings, or industrial buildings are located, all solid waste created or produced or brought upon the premises. This provision, however, will not apply to food handling establishments, from which solid waste shall be removed or caused to be removed not less than twice a week. (Ord. 54 § 1.1 (part), 1986)

B. Every person, industrial or commercial customer shall have adequate services, as it pertains to the number/size of standard containers/bin(s) and the frequency of collection, and materials which are contained within the standard containers/bin(s) without causing an overflow of materials and meets the needs of the generation of waste produced.

6.02.070 Unlawful and prohibited acts.

A. The keeping of solid waste in containers other than those prescribed by this chapter, constitutes a public nuisance and may be abated in the manner now or hereafter provided by law for the abatement of nuisances. Section 6.02.070, paragraph A, shall not, however, be deemed to apply to any persons operating under a valid self-haul permit.

B. The keeping upon premises of solid waste which is offensive, obnoxious or unsanitary is unlawful, constitutes a public nuisance and may be abated in the manner now or hereafter provided by law for the abatement of nuisances.

C. It is unlawful for any person other than the person in charge of a residential, institutional, commercial, industrial or other premises or the person authorized by law to remove any container from the location where the container was placed by the person in charge for storage or collection, to remove any solid waste from the location in which the solid waste was placed by the person in charge for storage or

collection, without prior written approval of the person in charge of such premises.

D. No person shall place solid waste adjacent to or on a street or public right-of-way for collection or removal purposes without prior approval and arrangements with the collector.

E. It is unlawful for any person to place or deposit institutional, commercial or industrial solid waste in any container placed upon the public street by public authority, and meant primarily for the disposal of solid waste by pedestrians using the sidewalk.

F. No person shall burn any solid waste within the city, except in an approved incinerator or other device for which a permit has been issued by the building official, and which complies with all applicable permit and other regulations of air pollution control authorities, and provided any such act of burning in all respects complies with all other laws, and rules and regulations.

G. At such times as there is in force a contract entered into by the City with any contractor for the collection and disposal of solid waste of the City or its inhabitants, it is unlawful for any person other than the contractor or his agents and employees, to collect any solid waste for hire within the City. Additionally it is unlawful to place and/or maintain any container for the purpose of collecting solid waste for hire within the City. This section shall not, however, be deemed to apply to persons holding a valid City business license to engage in the removal of special wastes, or large or oversized items of solid waste, or to a contractor completing public improvement or utility work within existing public right-of-way and/or easements, or in cases where the placement of a stationary bin is not feasible due to project scope and/or operations, or in cases where the materials that the owner seeks to recycle are not recyclable by the franchised waste hauler, as determined by the City Manager or his or her designee.

H. It is unlawful for any person, other than the owner thereof, the owner's agents or employees, an authorized officer or employee of the city, or an authorized person employed by or representing a company holding a contract issued pursuant to this chapter, to do any of the following:

1. To take, remove or appropriate for his or her own use any salvageable, recyclable or other collected solid waste, or property which the owner discarded which has been placed in any street or alley for collection or removal, whether or not the solid waste has been placed in recycling or other permissible containers;

2. To take, damage or appropriate for his or her own use any container which has been placed in any street or alley for use in the collection of salvageable, recyclable or other solid waste.

6.02.075 Illegal dumping prohibited—Misdemeanor.

A. No person shall engage in dumping on any private premises owned,

possessed or controlled by any other person without the consent of that other person, nor shall any person engage in dumping in or on public places, except in permissible receptacles, as provided under this chapter for lawful pickup and disposal.

B. Dumping prohibited under this section, and the accumulation of any materials dumped upon any public or private property, are hereby declared to the public nuisances and may be abated as such pursuant to applicable provisions of this code and state law. The perpetrator of any dumping, as well as the owner of any private property subject to such abatement, shall be liable to the city for the costs of cleanup and abatement. Any such costs assessed to the owner of any private property upon which the abatement took place shall become a lien upon that property in accordance with applicable law.

C. Costs of abatement are in addition to any fine imposed upon conviction and are due and payable upon receipt of a written statement from the city setting forth such costs. Such costs under this chapter are a debt owing to the city and may be collected in the same manner as any other debt.

D. If a violation of this section presents an emergency condition which presents an imminent health and safety hazard to the citizens of the city in the reasonable judgment of the director of community development or his or her deputy appointed for such purposes, the director or his/her duly appointed representative may order the property owner to immediately abate such conditions or order immediately emergency abatement by the city. (Ord. 694 § 1.1 (part), 2005; Ord. 614 § 1 (part), 2002)

6.02.080 Special collections.

Subscribers to a solid waste disposal service may order special collections of such things as landscape trimmings, discarded furniture, and other items too large to fit in standard containers, subject to rates which have been established from time to time by the city council. (Ord. 54 § 1.1 (part), 1986)

6.02.090 Rates and schedules.

The city council shall establish by appropriate contract or resolution, the rate and collection schedules for solid waste collection services within the city. (Ord. 54 § 1.1 (part), 1986)

6.02.100 Collection equipment.

A. Each contractor shall provide sufficient collection equipment in accordance with the terms of the contract with the city authorizing such contractor to provide collection, transfer and disposal services.

B. Trucks used for the collection or transportation of solid waste shall be

leakproof and equipped with a close-fitting cover which shall be affixed in a manner that will prevent spilling, dropping or blowing of any solid waste upon the public right-of-way during collection or transportation.

C. All trucks used for collection or transportation of solid waste shall be maintained in a clean and sanitary condition, neatly and uniformly painted, and shall carry a shovel, broom and fire extinguisher.

D. The owner of each truck used for collection or transportation of solid waste shall have the owner's name, telephone number and truck number printed on each side of all trucks in letters not less than three inches high.

E. All solid waste conveying trucks, tanks, containers and other solid waste receptacles shall be cleaned and disinfected both on the inside and outside thereof at least once daily, and at all times shall be kept free from any solid waste on the outside thereof.

F. The collector shall maintain in good repair all containers furnished to commercial, industrial and institutional customers. (Ord. 54 § 1.1 (part), 1986)

6.02.110 Self-haulers.

Each person who is authorized to remove solid waste from his own premises shall deposit such solid waste only at authorized disposal or dumping sites and shall not deposit, leave, dump, drop, place or otherwise dispose of such solid waste upon any street, alley, waterway or other unauthorized lot or land within the city. (Ord. 54 § 1.1 (part), 1986)

6.02.111 Self hauling permit.

A. Any person in charge of a single-family residence desiring a self hauling permit to remove solid waste from his own premises shall obtain a permit from the city public works department, which shall issue such permit upon the payment of a fee as authorized by resolution of the city council, upon the showing that the proposed permittee owns an enclosed pickup truck or similar enclosed vehicle, and demonstrates proof of permittee's compliance with this chapter by providing weekly receipts from any County of Riverside landfill or other Riverside County licensed/permitted disposal facilities on a quarterly basis. The permit shall be subject to revocation if there be any violation of this chapter. The permittee shall have the right to dispute the revocation by an appeal to the director of public works or his designee within ten (10) calendar days notice of the proposed revocation. The decision of the director or his designee shall be final.

B. Any governmental agency which is located within the city and which demonstrates that it has the appropriate equipment to haul solid waste may be granted a self-haul permit. The city shall retain the right to request proof of the quantity, and

proper handling (e.g., Riverside County landfill receipts), of the solid waste by such governmental agency, as well as other statistical information necessary for the city's reporting requirements. This provision does not extend the right of any government agency to contract with an independent contractor, other than the city-approved contractor, to provide services under a self-haul permit. (Ord. 524 § 1.3, 1997: Ord. 337 § 1, 1991: Ord. 54 § 1.1 (part), 1986)

6.02.120 Audit of contractor's records.

Whenever the city enters into a contract which requires payments to be made to the city by the contractor a part of the consideration for authorizing the contractor to furnish solid waste collection services within the city, and whether or not such contract so provides, the payment shall be accompanied by a financial report on a form provided by the city manager covering the period of time related to the payment. The city manager may inspect the financial records of the contractor at any reasonable time in order to verify the contractor's financial report or may require the contractor to provide an audited financial report prepared by a certified public accountant. (Ord. 54 § 1.1 (part), 1986)

6.02.130 Illegal Hauling Provisions and Procedures

A. Any container not owned, placed, and serviced by the City's franchise hauler that is placed within the right-of-way, on private property, or on public property, for the purpose of collection of solid waste will be prima facie evidence of the owner of such containers engaging in the prohibited act of collecting solid waste for hire while a contract is in force with the City and a franchiser hauler for the collection and disposal of solid waste. Any such containers associated with the prohibited act of collecting solid waste for hire are considered a public nuisance and shall be subject to removal. The City will make a determination based on prima facie evidence that a contract for service is in effect if a container not owned by the City's franchise waste hauler is placed on private property or within the right-of-way. Consent must be obtained from a responsible person(s) prior to entering private property to perform an abatement, or an administrative inspection warrant and proper notice must be obtained as required by law.

B. The City Manager or his or her designee may cause the posting of a Notice to Remove, in a conspicuous place, on any container placed on any public or private property that is used for or is ancillary to any act in violation of any provision of this Chapter. Notices to Remove posted pursuant to the provisions of this section shall specify the nature of the violation and shall state that the container must be removed within three (3) calendar days from the date the notice is posted on the container or it may be removed and stored by the City or its designee, and the contents disposed of, at the expense of the owner of the container. The posting of a Notice to Remove shall constitute constructive notice to the owner and user of the container of the requirement to remove the container.

C. Independent of any criminal prosecution or the results thereof, the City is authorized and empowered to impound any unauthorized solid waste or recycling container to enforce the provisions in this Chapter. In carrying out a removal, the City shall follow the procedure established in this section.

D. If the container is not removed within three (3) calendar days after the posting or issuance of a Notice to Remove, the City Manager, or his or her designee, may direct the removal and storage of the container and the disposal of its contents by either the City or its designee. The City may employ the services of its franchise waste hauler or any other contractor properly equipped to remove said containers. No party, including the franchise waste hauler, shall remove a container without prior written authorization from the City Manager or his or her designee. Any person whose duty it is to enforce the provisions of this chapter may enter upon private property with the consent of the property owner, tenant or occupier, or by authority of a warrant, or without consent or a warrant if exigent circumstances exist.

E. In the event that a container is removed by the City and the identity of the owner of the container is known to the City Manager or its designee, the City Manager or its designee shall promptly cause notice to be issued to the owner by first class mail to claim the stored property. After a container has been removed by the City pursuant to a notice to remove, and following 3 calendar days after the mailing of written notice, the owner thereof shall be deemed to have actual notice of the provisions of this section. This notice requirement is not applicable in the event that the identity of the owner of the container cannot be determined following reasonable efforts by the City Manager or its designee to establish identity. If the container is not claimed within thirty (30) calendar days after removal and notice to the owner, if the identity of the owner is known, the container shall be deemed abandoned property and may be disposed of accordingly. The owner of any container may appeal the actions of the City Manager or its designee in removing a container, or the imposition or amount of any costs, in accordance with Sections 6.04.090.

F. In the event of a subsequent placement of a container owned by the same owner in violation of this Chapter, the City Manager or its designee may immediately, without the giving of notice under subsections B, direct the removal and storage of the unlawfully placed container and shall, in such case, give notice to the owner to claim the container. If the container is not claimed within thirty (30) days after removal and notice to the owner, if the identity of the owner is known, the container shall be deemed abandoned property and may be disposed of accordingly.

G. If the contents of the collection container include the presence of biodegradable wastes, hazardous constituents, or other environmental or sanitary threats, the City Manager may order the immediate appropriate disposition of the contents so as to protect the public's health and safety, and the

container's owner shall be liable for the costs and fees of disposal.

H. No container shall be released to its owner except upon written authorization of the City Manager or his or her designee. The owner of the container shall be responsible for payment of all related fines and to reimburse the City for the actual costs of the removal, storage and disposal of contents, and in addition any administrative and ancillary fees established by resolution of the City Council. All amounts due to the City, shall constitute a civil debt owed to the City by the owner, who shall be liable therefore in an action by the City or its designee for the recovery of such amounts. Notwithstanding the above, the City Manager or his or her designee may direct the release of a container without payment of costs or fees in the event that a determination is made that significant mitigating circumstances exist that relieve the owner of the container from the responsibility of the container being placed on private property or within the right-of-way for the apparent purpose of collecting solid waste for hire.

6.02.140 Penalties

Any person who violates any provision of this Chapter shall be guilty of an infraction or a misdemeanor in accordance with the provision of Section 1.01.200 and upon conviction of such violation shall be punished in accordance with the provisions of Sections 1.01.230(A) and 1.01.230(B). (Ord. 383 § 1.1, 1992: Ord. 54 § 1.1 (part), 1986)

SECTION 2 NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 3 EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 9th day of July, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 866 had its first reading on June 25th, 2013 and had its second reading on July 9th, 2013, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 9th day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

ORDINANCE NO. 870

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING ZONE CHANGE APPLICATION NO. PA13-0007, CHANGING THE LAND USE DESIGNATION FROM NEIGHBORHOOD COMMERICAL AND R15 TO R30 AND OPEN SPACE FOR APPROXIMATELY 10 ACRES LOCATED AT THE SOUTHEAST CORNER OF ALESSANDRO BOULEVARD AND LASSELLE STREET (ASSESSOR'S PARCEL NUMBER 486-280-044 AND A PORTION OF -043).

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1 GENERAL:

1.1 The applicant, Rancho Belago Developers, Inc., has filed application PA13-0007, requesting an amendment to Pages 98 and 99 of the City's Official Zoning Atlas, as described in this ordinance.

1.2 Pursuant to the provisions of the law, a public hearing was held before the City Council on June 11, 2013, for deliberations and decision.

1.3 The matter was fully discussed, and the public and other agencies presented testimony and documentation.

1.4 A Mitigated Negative Declaration is proposed for the project under California Environmental Quality Act (CEQA) guidelines.

SECTION 2 FINDINGS:

2.1 Based upon substantial evidence presented to this City Council on June 11, 2013, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed Zone Change is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The project proposes a Zone Change from Neighborhood Commercial and R15 to R30 and Open Space for development of a 141 unit affordable apartment complex. Based upon the conclusions of a Focused Traffic Analysis prepared by Kunzman Associates, Inc., in April 2013 for the project, project traffic resulting from the proposed Plot Plan, Zone Change, and General Plan Amendment is less than traffic projections under the current land use and will not exceed General Plan build out projections for the project site. The proposed zone change establishes a mix of residential land use and open space that results in an

appropriate residential density and protection for the slopes and rock outcroppings that is consistent with the General Plan, and its goals, objectives, policies and programs.

2. Conformance with the Zoning Regulations – The proposed Zone Change is consistent with the purposes and intent of Title 9 of the City of Moreno Valley Municipal Code.

   FACT: The Zone Change application has met the City's Municipal Code and other regulations to change the zone. As proposed, the zone change from Neighborhood Commercial and R15 to R30 and Open Space for the approximately 10 acre project site is consistent with the purposes and intent of Title 9.

3. Health, Safety and Welfare – The proposal will not be detrimental to the public health, safety or welfare.

   FACT: The proposed Zone Change will not adversely affect the public health, safety or general welfare. An initial study of the potential environmental impacts of the amendment has been completed in accordance with the provisions of the California Environmental Quality Act (CEQA). A Mitigated Negative Declaration has been prepared, as there is no evidence that the proposed land use change will have a significant effect on public health or be materially injurious to surrounding properties or the environment as a whole.

SECTION 3 AMENDMENT OF THE OFFICIAL ZONING ATLAS:

3.1 The City of Moreno Valley Official Zoning Atlas, as adopted by Ordinance No. 359, on April 14, 1992, of the City of Moreno Valley, and as amended thereafter from time to time by the City Council of the City of Moreno Valley, is further amended by placing in effect the zone or zone classification as shown on the attached map (marked "Exhibit A" and included herein by reference and on file in the office of the City Clerk).

SECTION 4 EFFECT OF ENACTMENT:

4.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5 NOTICE OF ADOPTION:

5.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6 EFFECTIVE DATE:

6.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 25th day of June, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 870 had its first reading on June 11, 2013 and had its second reading on June 25, 2013, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of June, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Exhibit A

ZONE CHANGE

Application No. PA13-0007
APN's 486-280-044 and portion of -043
Ordinance No.

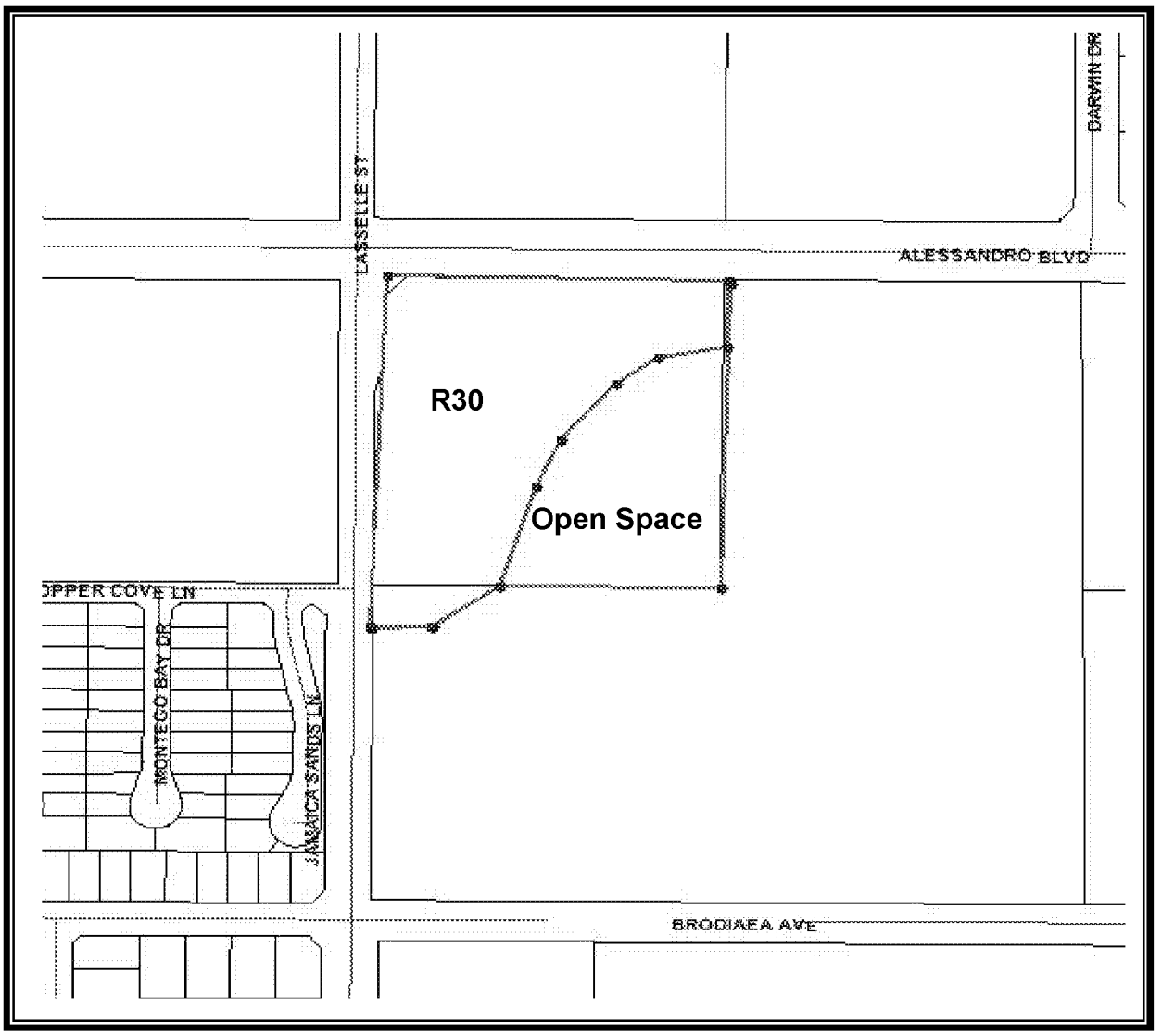

ADOPTED_____

EFFECTIVE_____

Item No. H.2.1

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MV00209257

AGENDA

CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

July 9, 2013

SPECIAL PRESENTATIONS – 5:30 P.M.
REGULAR MEETING – 6:00 P.M.

City Council Study Sessions
First & Third Tuesdays of each month – 6:00 p.m.
City Council Meetings
Second & Fourth Tuesdays of each month – 6:00 p.m.
City Council Closed Sessions
Immediately following Regular City Council Meetings and Study Sessions, unless no Closed Session Items are Scheduled

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3705 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Tom Owings, Mayor

Marcelo Co, Mayor Pro Tem
Jesse L. Molina, Council Member
Richard A. Stewart, Council Member
Victoria Baca, Council Member

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
July 9, 2013

CALL TO ORDER – 5:30 PM

SPECIAL PRESENTATIONS

1. Presentation of 4th of July Parade Awards

2. Business Spotlight
   a) Fix Auto Moreno Valley
   b) Estates, Furniture, Cabinets & Flooring

MV00209259

AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
AND THE BOARD OF LIBRARY TRUSTEES

THE CITY COUNCIL RECEIVES A SEPARATE STIPEND FOR CSD MEETINGS

REGULAR MEETING - 6:00 PM
JULY 9, 2013

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION - Dr. Janet Wallace - Agape Fellowship

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

MV00209260

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority or the Board of Library Trustees requests that an item be removed for separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF JUNE 25, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approved as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
1. Approved as submitted.

A.4 REQUEST TO CONDUCT A FULL ROAD CLOSURE OF GILMAN SPRINGS ROAD IN SUPPORT OF RIVERSIDE COUNTY RECONSTRUCTION PROJECT
(Report of: Public Works Department)

Recommendations
1. Authorize a full road closure of Gilman Springs Road from SR60 to approximately 1.7 miles southerly of Alessandro Boulevard from September 15, 2013 to November 15, 2013.

2. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

A.5 ANNUAL STATEMENT OF INVESTMENT POLICY
(Report of: Financial & Management Services Department)

Recommendation:

MV00209261

1. Adopt the Annual Statement of Investment Policy

A.6 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY
(Report of: Public Works Department)

Recommendations

1. Approve Resolution No. 2013-48 amending the Electric Rates for Moreno Valley Utility. A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates, and Electric Service Rules, Fees, and Charges for Moreno Valley Utility.

A.7 AGREEMENT FOR ON-CALL LEGAL SERVICES
(Report of: City Attorney Department)

Recommendations

1. Approve and authorize the City Attorney to execute the Agreement for On-Call Legal Services with Meyers Nave.

2. Authorize the City Attorney to execute subsequent extensions or amendments subject to budget constraints and approvals.

A.8 APPROVE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF RIVERSIDE OFFICE OF EMERGENCY MANAGEMENT REGARDING URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDING FOR FEDERAL FISCAL YEAR 2011
(Report of: Fire Department)

Recommendations

1. Adopt Resolution No. 2013-62 of the City of Moreno Valley, California, approving the Memorandum of Understanding with the City of Riverside Office of Emergency Management regarding the Urban Area Security Initiative (UASI) grant funding for Federal Fiscal Year 2011. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the City to Enter into a Memorandum of Understanding With the City of Riverside Office of Emergency Management Regarding Urban Area Security Initiative (UASI) Grant Funding for Federal Fiscal Year 2011.

2. Authorize the allocation of $8,000 for expenditures related to the UASI grant funding for Federal Fiscal Year 2011 not to exceed the amount of grant award.

3. Authorize the City Manager or her designee to execute the Certificate of Non-Supplanting.

4. Authorize the City Manager or her designee to execute the Riverside Urban Area Security Initiative Certification Regarding Debarment, Suspension, and other Responsibility Matters.

5. Authorize the City Manager or her designee to execute the California Emergency Management Agency Fiscal Year (FY) 2011 Grant Assurances.

6. Accept the grant award from the City of Riverside Office of Emergency Management regarding the Urban Area Security Initiative (UASI) grant funding for Federal Fiscal Year 2011.

A.9 AUTHORIZATION TO AWARD AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES TO RBF CONSULTING FOR THE STATE ROUTE 60/THEODORE STREET INTERCHANGE IMPROVEMENTS - PROJECT NO. 801 0052 70 77
(Report of: Public Works Department)

Recommendations

1. Approve the Agreement for Professional Consultant Services with RBF Consulting, 3300 East Guasti Road, Suite 100, Ontario, CA 91761, to provide design services for a total contract not to exceed $1,750,183.

2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with RBF Consulting.

3. Authorize the issuance of a Purchase Order with RBF Consulting totaling $1,750,183 when the Agreement has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent related amendments to the Agreement for Professional Consultant Services with RBF Consulting, not to exceed the Purchase Order amount, subject to the approval by the City Attorney.

5. Authorize the re-appropriation of $2,000,000 in realized project savings from the Cactus Avenue/Nason Street Improvement project to the SR-60/Theodore Street Interchange Improvements project.

A.10 AUTHORIZATION OF GRANT APPLICATION SUBMITTALS FOR CYCLE 6 OF THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)
(Report of: Public Works Department)

Recommendation:

1. Authorize the submittal of grant applications for Cycle 6 of the Highway Safety Improvement Program (HSIP).

A.11 AUTHORIZATION OF ANNUAL TECHNOLOGY SOFTWARE AND HARDWARE MAINTENANCE PAYMENTS AND WAIVING FORMAL BIDDING AND INSURANCE REQUIREMENTS FOR THESE PAYMENTS
(Report of: Financial & Management Services Department)

Recommendations

1. Waive the formal bidding requirements for technology annual maintenance payments.

2. Waive the insurance requirements for technology annual maintenance payments.

3. Authorize the City Manager to make technology annual maintenance payments to various vendors for an aggregate amount not-to-exceed $850,069 during Fiscal Year 2013-14 according to the schedule.

A.12 ACCEPTANCE OF DONATION IN THE AMOUNT OF $12,214 BY THE MORENO VALLEY FRIENDS OF THE LIBRARY FOR THE MORENO VALLEY PUBLIC LIBRARY
(Report of: Administrative Services Department)

Recommendations

1. Accept a monetary donation from the Moreno Valley Friends of the Library in the amount of $12,214.

2. Authorize the increase of $12,214 to the Moreno Valley Library FY 2012-13 operating budget.

3. Renew the annual subscription to BookLetters, which supports the Library's page on the City web site.

A.13 AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH ALL-AMERICAN ASPHALT FOR SR-60/NASON STREET INTERCHANGE IMPROVEMENTS –
PROJECT NO. 801 0012 70 77
(Report of: Public Works Department)

Recommendations

1. Authorize a Change Order to increase the existing Purchase Order with All-American Asphalt, in the amount of $39,091 for the SR-60/Nason Street Interchange Improvements.

2. Authorize the City Manager to execute the Change Order to the

Purchase Order for All-American Asphalt.

3. Authorize the Public Works Director/City Engineer to execute any subsequent Contract Change Orders to the construction contract with All-American Asphalt up to, but not exceeding, the new increased Purchase Order amount, subject to approval of the City Attorney.

4. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements, punch-list items, and Caltrans acceptance is completed by the Contractor.

5. Authorize the Public Works Director/City Engineer to record the Notice of Completion and accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

A.14 AGREEMENT FOR AUTOMATED LIBRARY SERVICES DURING FISCAL YEARS 2013/2014 THROUGH 2015/2016
(Report of: Administrative Services Department)

Recommendation:

1. Approve the Agreement for Automated Library Services between Riverside County Library System and the City of Moreno Valley, for the period July 1, 2013, through June 30, 2016.

A.15 APPROVAL OF PAYMENT REGISTER FOR APRIL, 2013
(Report of: Financial & Management Services Department)

Recommendation:

1. Adopt Resolution No. 2013-63, Approving the Payment Register for the month of April, 2013 in the amount of $17,065,756.74. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Payment Register for the Month of April, 2013.

A.16 AUTHORIZATION FOR THE MAYOR TO SIGN THE SECOND AMENDMENT TO THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE FOR THE RIVERSIDE SUPERIOR COURT CASE ENTITLED RADOS, ET AL. V. CITY OF MORENO VALLEY
(Report of: City Attorney Department)

Recommendation:

1. Staff recommends that the City Council authorize the Mayor to sign the Second Amendment to the Settlement Agreement in the case Rados, et al. v. City of Moreno Valley (Riverside Superior Court Case No. RIC 425623).

A.17 RESOLUTION TO APPROVE A CONDITIONAL COMMITMENT BY MEANS OF A SECOND AMENDMENT TO THE AFFORDABLE HOUSING AGREEMENT (HOME) BETWEEN THE CITY OF MORENO VALLEY AND MV HEMLOCK LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

(Report of: Community & Economic Development Department)

Recommendation:

1. Adopt Resolution No. 2013-64, approving a Conditional Commitment by means of Second Amendment to the Affordable Housing Agreement, in the amount of $700,000, from the City's HOME entitlement funds, by and between the City of Moreno Valley and MV Hemlock LP, a California Limited Partnership. A Resolution of the City Council of the City of Moreno Valley Approving a Conditional Commitment by Means of Second Amendment to the Affordable Housing Agreement (Home) between the City and MV Hemlock Limited Partnership, A California Limited Partnership.

A.18 PA07-0080, PM 35672 – REQUEST TO CONDUCT A FULL ROAD CLOSURE OF INDIAN STREET FROM IRIS AVENUE TO KRAMERIA AVENUE AND IRIS AVENUE BETWEEN INDIAN AVENUE AND CONCORD WAY FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM AUGUST 12, 2013 – NOVEMBER 1, 2013

(Report of: Community & Economic Development Department)

Recommendations

1. Authorize a full road closure of Indian Street from Iris Avenue to Krameria Avenue and Iris Avenue between Indian Avenue and Concord Way for the construction of street improvements from August 12, 2013 – November 1, 2013.

2. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

A.19 APPROVE THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY, CITY OF RIVERSIDE, AND MJPA FOR THE COLLECTION AND EXPENDITURE OF FAIR SHARE TRAFFIC IMPACT MITIGATION FEES

(Report of: Public Works Department)

Recommendation:

1. Approve the Cooperative Agreement between the City of Moreno Valley, City of Riverside, and March Joint Powers Authority (MJPA) for the collection and expenditure of fair share impact mitigation fees for the Meridian Specific Plan located within the MJPA.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF JUNE 25, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

B.3 AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROJECT NO. E-2 (HIDDEN SPRINGS) MAINTENANCE OF PARKWAY, MEDIAN AND OPEN SPACE LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations
1. Approve the Agreement for Project No. E-2/13-14 (Hidden Springs) Maintenance of Parkway, Median and Open Space Landscaping and Irrigation with Mariposa Landscapes, Inc., 15529 Arrow Highway, Irwindale, CA 91706 for landscape maintenance services of the parkways, medians and paseos (open spaces).

2. Authorize the City Manager to execute the Agreement for Project No. E- 2/13-14 with Mariposa Landscapes, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Mariposa Landscapes, Inc. in the not–to-exceed (NTE) amount of $104,282.00 ($85,482.00 for base and $18,800.00 for additional work).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize associated purchase orders (P.O.s) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF JUNE 25, 2013 (Report of: City Clerk's Department)

Recommendation:

MV00209267

1. Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF JUNE 25, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

E. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

E.1 PUBLIC HEARING TO CONSIDER FEE SCHEDULE FOR FISCAL YEAR 2013-14
(Report of: Financial & Management Services Department)

Recommendations That the City Council:
1. Conduct a Public Hearing to receive public input on the proposed Fee Schedule for Fiscal Year 2013-14.

2. Adopt Resolution No. 2013-25, approving the Fee Schedule for Fiscal Year 2013-14. A Resolution of the City Council of the City of Moreno Valley, California, Establishing Specified Fees for Various Services for Fiscal Year 2013-14 and Repealing Prior Resolutions that may be in Conflict.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

a) Report by Council Member Jesse L. Molina on Riverside Transit Agency (RTA)

G.2 AUTHORIZATION TO AWARD CONTRACT TO ALL CITY MANAGEMENT

SERVICES FOR THE ADMINISTRATION OF THE CROSSING GUARD PROGRAM
(Report of: Public Works Department)

Recommendations That the City Council:

1. Authorize the Award of a Crossing Guard Services Contract to All City Management Services to provide adult crossing guard services within the City commencing with the start of the 2013/2014 school year in mid-August.

2. Authorize the City Manager to execute an agreement with All City Management Services.

3. Authorize the issuance of a Purchase Order to All City Management Services in the amount of $440,972 for the first year of the agreement and subsequent purchase orders as necessary to fund the four subsequent years of services in accordance with the terms of the agreement.

4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with All City Management Services, if needed, subject to the approval of the City Attorney.

G.3 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

G.4 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION

H.2 ORDINANCES - 2ND READING AND ADOPTION

H.2.1 ORDINANCE NO. 866 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 6.02 OF CHAPTER 6 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO REFUSE COLLECTION, TRANSFER AND DISPOSAL (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 25, 2013 BY A 5-0 VOTE) (Report of: Public Works Department)

Recommendations That the City Council:

1. Adopt Ordinance No. 866. An Ordinance of the City Council of the City of Moreno Valley, California, amending Municipal Code Section

6.02 of Chapter 6 of the City of Moreno Valley Municipal Code Relating to Refuse Collection, Transfer and Disposal.

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/City as Successor Agency for the Community Redevelopment Agency/Housing Authority or Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority will be held in Conference Room C, First Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

a) Case: *Nancy Thompson v City of Moreno Valley*
Court: Riverside Superior Court
Case No: RIC 1306943

b) Case: *City of Moreno Valley v. Matosantos, Chiang, Angulo, March Joint Powers Authority, Successor Agency to the March Joint Powers Redevelopment Agency, et al*
Court: Sacramento Superior Court
Case No: 34-2013-80001478

2 SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF SECTION 54956.9

Number of Cases: 5

3 SECTION 54956.9(d)(4) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

4 SECTION 54956.8 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR

a)

Property:	33kV Substation Site
City Negotiator:	Ahmad R. Ansari, P.E.
Under Negotiation:	Price and terms of payment
APN/Caltrans Parcel:	316-100-028, 030, 048, 050 and 051
Owner:	Moorpark Country Property

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

ADJOURNMENT

CERTIFICATION

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, certify that the City Council Agenda was posted in the following places pursuant to City of Moreno Valley Resolution No. 2007-40:

City Hall, City of Moreno Valley
14177 Frederick Street

Moreno Valley Library
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center
25075 Fir Avenue

Jane Halstead, CMC,
City Clerk

Date Posted: July 3, 2013

MV00209272

MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
June 25, 2013

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Shor Denny - Safe Routes to School Award Presentation

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:00 PM
June 25, 2013

CALL TO ORDER

The Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority and the Board of Library Trustees was called to order at 6:02 p.m. by Mayor Tom Owings in the Council Chamber located at 14177 Frederick Street.

Mayor Tom Owings announced that the City Council receives a separate stipend for CSD meetings.

ROLL CALL

Council:

Tom Owings	Mayor
Marcelo Co	Mayor Pro Tem
Victoria Baca	Council Member
Jesse L. Molina	Council Member
Richard A. Stewart	Council Member

Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
Richard Teichert	Chief Financial Officer/City Treasurer
Suzanne Bryant	Acting City Attorney
Michelle Dawson	City Manager
Joel Ontiveros	Police Chief
Abdul Ahmad	Fire Chief
Ahmad Ansari	Public Works Director
Tom DeSantis	Assistant City Manager
Mike McCarty	Parks & Community Services Director

MV00209274

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Jeffrey Giba.

INVOCATION - Pastor Mark Orellana - Victory Outreach

PUBLIC COMMENTS **ON ANY SUBJECT NOT ON THE AGENDA** UNDER THE JURISDICTION OF THE CITY COUNCIL

Mayor Tom Owings announced that 15 minutes will be allowed for public comments. Public comments will be taken until 6:20 p.m., and the remainder before Closed Session.

Jeffrey Giba

1. City business/concerns

Betty Masters

1. Opposed to World Logistics Center

Sherald Koliboski (MVCEA)

1. Thanked for selecting City Manager Michelle Dawson as a city manager
2. Thanked the mayor for establishing relationship with employees

Kathy Savala (MVCEA)

1. Thanked for selecting City Manager Michelle Dawson as a city manager
2. Employees relationship with the Mayor
3. Congratulated MVTV-3 staff for Emmy nomination

Kenny Bell

1. Voicing opinions

Deanna Reader

1. Community involvement
2. Input from the public

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Tom Owings opened the agenda items for the Consent Calendars for public comments; there being none, public comments were closed.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF JUNE 11, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

A.4 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY
(Report of: Public Works Department)

Recommendation:
Approve Resolution No. 2013-48 amending the Electric Rates for Moreno Valley Utility. A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates, and Electric Service Rules, Fees, and Charges for Moreno Valley Utility.

A.5 AUTHORIZE PLACEMENT OF AN OFFICER ON THE "WESTERN RIVERSIDE COUNTY POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM"
(Report of: Police Department)

Recommendation:
Approve the placement of an officer on the "Western Riverside County Post-Release Accountability and Compliance Team" (WEST-PACT).

A.6 APPROVE EQUIPMENT LEASE AND PURCHASE OPTION AGREEMENT

BETWEEN MUNI-FED ENERGY, INC. AND THE CITY OF MORENO VALLEY
(Report of: Public Works Department)

Recommendations

1. Approve Equipment Lease and Purchase Option Agreement between Muni-Fed Energy, Inc. and the City of Moreno Valley.

2. Authorize the City Manager to execute the Agreement on behalf of the City.

A.7 APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 4-MAINTENANCE MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14
(Report of: Financial & Management Services Department)

Recommendation:
Acting in its capacity as the legislative body of Moreno Valley Community Facilities District No. 4-Maintenance ("CFD No. 4-M" or "District") approve and adopt Resolution No. 2013-49. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Community Facilities District No. 4-Maintenance Maximum Special Tax Rate For Fiscal Year 2013/14.

A.8 APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 3 (AUTO MALL REFINANCING) MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14
(Report of: Financial & Management Services Department)

Recommendation:
Acting in its capacity as the legislative body of the Moreno Valley Community Facilities District No. 3 (Auto Mall Refinancing), adopt Resolution No. 2013-50. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Maximum Special Tax Rate for Community Facilities District No. 3 (Auto Mall Refinancing) for Fiscal Year 2013/14.

A.9 APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14
(Report of: Financial & Management Services Department)

Recommendation:
Acting in its capacity as the legislative body of the Moreno Valley Community Facilities District No. 87-1 (Towngate) adopt Resolution No. 2013-51. A Resolution of the City Council of the City Of Moreno Valley,

California, Approving the Calculation of the Maximum Special Tax Rate For Community Facilities District No. 87-1 (Towngate) for Fiscal Year 2013/14.

A.10 APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) IMPROVEMENT AREA NO. 1 MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14
(Report of: Financial & Management Services Department)

Recommendation:
Acting in its capacity as the legislative body of the Moreno Valley Community Facilities District (CFD) No. 87-1, Improvement Area No. 1 to adopt Resolution No. 2013-52. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Maximum Special Tax Rate for Community Facilities District No. 87-1 (Towngate) Improvement Area No. 1 for Fiscal Year 2013/14.

A.11 APPROVAL OF THE CALCULATION OF THE MAXIMUM SPECIAL TAX RATE FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 5 FOR FISCAL YEAR 2013/14
(Report of: Financial & Management Services Department)

Recommendation:
Acting in its capacity as the legislative body of Moreno Valley Community Facilities District No. 5 adopt Resolution No. 2013-53. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Maximum Special Tax Rate for Moreno Valley Community Facilities District No. 5 for fiscal year 2013/14.

A.12 AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROJECT NO. WQB 12/13 CITY OF MORENO VALLEY LANDSCAPING AND IRRIGATION MAINTENANCE OF THE WATER QUALITY CONTROL BASINS
(Report of: Community & Economic Development Department)

Recommendations

1. Approve the Agreement for WQB-12/13 City of Moreno Valley Landscaping and Irrigation Maintenance of the Water Quality Control Basins with Excel Landscape, Inc., 710 Rimpau Ave., Suite 108, Corona, CA 92879 for landscape maintenance services of the water quality control basins.

2. Authorize the City Manager to execute the Agreement for WQB-12/13 with Excel Landscape, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Excel Landscape, Inc. in the not–to-exceed (NTE) amount of $80,880.00 ($74,880.00 for base and $6,000.00 for additional work).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

A.13 P10-085 – ACCEPT THE AGREEMENT AND SECURITY FOR PUBLIC IMPROVEMENTS
(Report of: Community & Economic Development Department)

Recommendations

1. Accept the Agreement and Irrevocable Letters of Credit for Public Improvements for P10-085.

2. Authorize the Mayor to execute the agreement.

3. Direct the City Clerk to forward the signed agreement to the County Recorder's office for recordation.

4. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

A.14 TRACT MAP 31319 – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTIONS OF DUNLAVY COURT, INDIAN STREET AND HUBBARD STREET ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM
(Report of: Community & Economic Development Department)

Recommendations

1. Adopt the proposed Resolution No. 2013-54. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete Within Tract Map 31319 and Accepting the Portions of Dunlavy Court, Indian Street, and Hubbard Street Associated with the Project into the City's Maintained Street System.

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the remaining Material and

Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.15 WASTE MANAGEMENT OF THE INLAND EMPIRE FY 2013/2014 RATE ADJUSTMENT
(Report of: Public Works Department)

Recommendation:
Approve the Waste Management of the Inland Empire proposed FY 2013/2014 Rate Adjustment.

A.16 ADOPT RESOLUTION OF THE CITY OF MORENO VALLEY SUPPORTING THE RE-DESIGNATION OF RIVERSIDE COUNTY AS A RECYCLING MARKET DEVELOPMENT ZONE DUE TO AN INCREASE IN BOUNDARIES
(Report of: Public Works Department)

Recommendation:
Adopt Resolution No. 2013-55. A Resolution of the City of Moreno Valley Supporting the Redesignation of Riverside County as a Recycling Market Development Zone Due to an Increase in Boundaries.

A.17 PA07-0165 (PM 35859) – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTIONS OF KNOX STREET, SAN MICHELE ROAD, NANDINA AVENUE AND PERRIS BOULEVARD ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM
(Report of: Community & Economic Development Department)

Recommendations

1. Adopt the proposed Resolution No. 2013-56. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete Within PA07-0165 (Parcel Map 35859) and Accepting the Portions of Knox Street, San Michele Road, Nandina Avenue and Perris Boulevard Associated with the Project into the City's Maintained Street System.

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.18 AUTHORIZATION TO AWARD AGREEMENT FOR PROFESSIONAL

CONSULTANT SERVICES TO KTU+A FOR THE CITY OF MORENO VALLEY BICYCLE MASTER PLAN UPDATE - PROJECT NO. 801 0045 70 76
(Report of: Public Works Department)

Recommendations

1. Approve the Agreement for Professional Consultant Services with KTU+A, for the City of Moreno Valley Bicycle Master Plan Update project.

2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with KTU+A.

3. Authorize the issuance of a Purchase Order to KTU+A in the amount of $134,381.00 when the Agreement has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with KTU+A, up to but not to exceed the Purchase Order amount, subject to the approval of the City Attorney.

A.19 FINAL APPROPRIATION FOR CAPITAL PROJECTS FUNDED BY THE 2007 TAX ALLOCATION BONDS
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the final appropriation for capital projects funded by the 2007 Tax Allocation Bonds as presented in Attachment 1.

2. Approve the creation of the Capital Project Reimbursement Fund (Fund 3008) to record the receipt of federal, state and local project reimbursements and appropriate the revenues and expenses presented in Attachment 1 in the amount of $834,525.

A.20 RESOLUTION TO RATIFY THE APPLICATION FOR THE 2013 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM (JAG) AND TO ACCEPT THE $60,317 ALLOCATION TO THE CITY
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Approve Resolution 2013-58 to ratify the application by the Code & Neighborhood Services Division for the Edward Byrne Memorial Justice Assistance Grant (JAG) and to accept the $60,317 allocated to the City. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Grant Application Submitted by the Code & Neighborhood Services Division to the Office of Justice

Programs for the Edward Byrne Memorial Justice Assistance Grant and Accept the $60,317 Allocation.

2. Authorize revenue and expenditure budget appropriations of $60,317 respectively to a new JAG Grant Fund for FY 2013-14.

A.21 AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES TO BURST COMMUNICATIONS, INC. FOR THE MVTV-3 BROADCAST EQUIPMENT UPGRADE PROJECT –
PROJECT NO. 803 0021 70 77
(Report of: Public Works Department)

Recommendations

1. Approve the Agreement for Professional Consultant Services with Burst Communications, Inc., 8200 S. Akron Street, Suite 108; Centennial, CO 80112, for the MVTV-3 Broadcast Equipment Upgrade Project.

2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with Burst Communications, Inc. in the form attached hereto.

3. Authorize the issuance of a Purchase Order to Burst Communications, Inc., totaling $460,000 ($450,720 plus $9,280 contingency) when the Agreement has been signed by all parties.

4. Authorize the Public Works Director / City Engineer to execute any subsequent related minor Amendments to the Agreement for Professional Consultant Services with Burst Communications, Inc. up to, but not to exceed, the contingency amount of $9,280, subject to the approval of the City Attorney.

5. Authorize the transfer of $500,000 within the Public / Education / Government Access Program (PEG) Fund from account 2011-16-16-16150-620910 to the CIP – Buildings account 2011-70-77-80003-720199.

A.22 SECOND AMENDMENT TO AGREEMENT WITH DMC DESIGN GROUP FOR MORENO TOWNSITE AREA STORM DRAIN AND MISCELLANEOUS STREET IMPROVEMENTS BETWEEN ALESSANDRO BOULEVARD AND DRAINAGE FACILITY LINE F - PROJECT NO. 801 0011 70 77
(Report of: Public Works Department)

Recommendations

1. Approve the Second Amendment to Agreement for Professional

MV00209282

Consultant Services with DMC Design Group for the additional work needed to complete the design for the Moreno Townsite Area Storm Drain and Miscellaneous Street Improvements.

2. Authorize the City Manager to execute the Amendment to Agreement for Professional Consultant Services with DMC Design Group.

3. Authorize an increase to the Purchase Order to DMC Design Group not to exceed the amount of $28,000 once the Amendment to Agreement has been signed by all parties.

A.23 ADOPT RESOLUTION NO. 2013-59 APPROVING THE LOAN AGREEMENT FROM THE GENERAL FUND TO THE POLICE FACILITIES DEVELOPMENT IMPACT FEE FUND IN THE AMOUNT OF $3,000,000, THE RECREATION CENTER DEVELOPMENT IMPACT FEE FUND IN THE AMOUNT OF $145,000 AND THE ANIMAL SHELTER DEVELOPMENT IMPACT FEE FUND IN THE AMOUNT OF $175,000
(Report of: Financial & Management Services Department)

Recommendation:
Staff recommends that the Council adopt Resolution 2013-59 approving the Loan Agreements from the General Fund to the Police Facilities Development Impact Fee Fund in the amount of $3,000,000, the Recreation Center Development Impact Fee Fund in the amount of $145,000 and the Animal Services Development Impact Fee Fund in the amount of $175,000. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing an Loan Agreement Between the City of Moreno Valley and the Police Facility Development Impact Fee Fund in the Amount of $3,000,000, the Recreation Center Development Impact Fee Fund in the Amount of $145,000 and the Animal Shelter Development Impact Fee Fund in the Amount of $175,000.

A.24 ADOPT RESOLUTION NO. 2013-60 APPROVING THE FIRST EXTENSION TO THE LOAN AGREEMENT FROM THE LIBRARY DEVELOPMENT IMPACT FEE FUND TO THE FACILITY CONSTRUCTION FUND
(Report of: Financial & Management Services Department)

Recommendations
1. Adopt Resolution 2013-60. A Resolution of the City Council of the City of Moreno Valley, California, Approving the First Extension to the Loan Agreement Between the Library Development Impact Fee Fund and the Facility Construction Fund in the Amount of $4,000,000 Plus Interest for the FY 2012/13 Period Extending the Repayment Term to June 30, 2014.

2. Authorize the City Manager to execute the First Extension to Loan Agreement for the interfund loan from the Library Development Impact Fee Fund to the Facility Construction Fund.

A.25 ADOPT RESOLUTION NO. 2013-61 APPROVING THE FIRST EXTENSION TO THE LOAN AGREEMENT FROM THE CORPORATE YARD DEVELOPMENT IMPACT FEE FUND TO THE FACILITY CONSTRUCTION FUND
(Report of: Financial & Management Services Department)

Recommendations

1. Adopt Resolution 2013-61. A Resolution of the City Council of the City of Moreno Valley, California, Approving the First Extension to the Loan Agreement from the City of Moreno Valley Corporate Yard Development Impact Fee Fund to the City of Moreno Valley Facility Construction Fund in the amount of $2,500,000 plus interest for the FY 2012/13 period extending the repayment term to June 30, 2014.

2. Authorize the City Manager to execute the First Extension to Loan Agreement for the interfund loan from the Corporate Yard Development Impact Fee Fund to the Facility Construction Fund.

A.26 AMENDMENTS TO PERSONNEL POLICY 5.14 – MANAGEMENT CONTRACTS
(Report of: City Manager Department)

Recommendation:
Approve Personnel Policy 5.14 which updates terms for employment of at-will management employees.

A.27 APPROVAL OF EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND CITY MANAGER MICHELLE DAWSON FOR THE POSITION OF CITY MANAGER
(Report of: City Attorney Department)

Recommendation:
Approve the Employment Agreement between the City of Moreno Valley and City Manager Michelle Dawson for the position of City Manager.

A.28 REQUEST TO ESTABLISH THE BUILDING & NEIGHBORHOOD SERVICES DIVISION MANAGER POSITION
(Report of: Administrative Services Department)

Recommendation:
Adopt the new position, class specification and salary range of the Building

& Neighborhood Services Division Manager in the Community & Economic Development Department.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OFJUNE 11, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

B.3 AUTHORIZATION TO CLOSE PUBLIC STREETS FOR THE INDEPENDENCE DAY FESTIVITIES ON THURSDAY, JULY 4, 2013
(Report of: Parks & Community Services Department)

Recommendations

1. Authorize the closure of the following streets between the hours of 6:00 a.m. and 12:00 noon for the purpose of conducting the Fourth of July Parade scheduled to take place on July 4, 2013.TownGate Boulevard between Frederick Street, Eucalyptus Avenue and Memorial Way; Frederick Street between Centerpointe Drive and Cactus Avenue; Cottonwood Avenue between Pan Am Boulevard and Dunhill Drive; Eucalyptus Avenue between Pan Am Boulevard and Kochi Drive; Dracaea Avenue between Pan Am Boulevard and Kochi Drive; Atlantic Circle east of Frederick Street; Brabham Street between Frederick Street and Andretti Street; TownGate Boulevard between Frederick Street and Heritage Way; Bay Avenue between Kristina Court and Courage Street; Alessandro Boulevard between Chagall Court and Elsworth Street; Brodiaea Avenue between Joy Street, and Frederick Street; Resource Way between Frederick Street and Corporate Way; Corporate Way between Calle San Juan de Los Lagos and Resource Way; Eastridge Street between Frederick Street and Heritage Way; Calle San Juan De Los Lagos between Frederick Street and Veterans Way; Veterans Way between Business Center Drive and Alessandro Boulevard; New Hope between Veterans Way and Elsworth; Veterans Way between Cactus Avenue and Alessandro Boulevard, and Heritage Way between TownGate Boulevard and Town Circle.

2. Authorize the closure of Dracaea Avenue between Morrison Street and Nason Street, between the hours of 6:00 a.m. on Thursday, July 4, 2013 through 5:00 p.m. on Friday, July 5, 2013 for the purpose of conducting the Fourth of July Festival and Fireworks Program

MV00209285

scheduled to take place on July 4, 2013.

3. For a short period of time and immediately following the fireworks display, authorize one-way traffic on various streets in the vicinity of Morrison Park as directed by the Moreno Valley Police Department.

B.4 APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 1 MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14
(Report of: Financial & Management Services Department)

Recommendation:
Acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board") and as the legislative body of Community Facilities District No. 1 ("CFD No. 1" or "District") approve and adopt Resolution No. CSD 2013-15 approving the calculation of the Community Facilities District No. 1 maximum special tax rate for fiscal year 2013/14. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Community Facilities District No. 1 Maximum Special Tax Rate for Fiscal Year 2013/14

B.5 AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROJECT NO. E-2 (HIDDEN SPRINGS) MAINTENANCE OF PARKWAY, MEDIAN AND OPEN SPACE LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Agreement for Project No. E-2/13-14 (Hidden Springs) Maintenance of Parkway, Median and Open Space Landscaping and Irrigation with Mariposa Landscapes, Inc., 15529 Arrow Highway, Irwindale, CA 91706 for landscape maintenance services of the parkways, medians and paseos (open spaces).

2. Authorize the City Manager to execute the Agreement for Project No. E- 2/13-14 with Mariposa Landscapes, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Mariposa Landscapes, Inc. in the not–to-exceed (NTE) amount of $104,282.00 ($85,482.00 for base and $18,800.00 for additional work).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize associated purchase orders (P.O.s) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OFJUNE 11, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF JUNE 11, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

Motion to Continue Items A.4 and B.5 to July 9, 2013 City Council meeting by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 (except Items A.4 and B.5, which were continued) by m/Council Member Victoria Baca, s/Council Member Richard A. Stewart

Approved by a vote of 5-0.

E. PUBLIC HEARINGS

E.1 PUBLIC HEARING FOR DELINQUENT RESIDENTIAL SOLID WASTE ACCOUNTS
(Report of: Public Works Department)

Recommendations That the City Council:

1. Approve placing the submitted list of delinquent solid waste accounts that are attached to this report on the Fiscal Year (FY) 2013/2014 Riverside County property tax roll for collection.

2. Direct the City Clerk to file with the Riverside County Auditor a

certified copy of Resolution No. 2012-55 and the list of delinquent solid waste accounts as required by Section 5473.4 of the California Health and Safety Code and Section 6.02.030 of the City of Moreno Valley Municipal Code.

Mayor Tom Owings opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Motion to Approve Recommendation No. 1 by m/Council Member Jesse L. Molina, s/Council Member Richard A. Stewart

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 2 by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - none

G. REPORTS

G.1 RECOMMENDATION TO OUTSOURCE MORENO VALLEY LIBRARY SERVICES
(Report of: City Manager Department)

Recommendations That the City Council:

1. Select Library Systems and Services, LSSI to provide library services in the City of Moreno Valley, with a target implementation date prior to September 15, 2013.

2. Authorize the City Manager to sign a contract for provision of outsourced library services consistent with the terms outlined in this report, with approval by the City Attorney.

Recess;
Reconvened

Mayor Tom Owings opened the agenda item for public comments, which were received from Les Johnson (opposes), Evelyn Bell (opposes), Tom Thornsley, John Tabarrini, Paula Winter (opposes), and Deanna Reeder (opposes).

Motion to Approve by m/Council Member Victoria Baca, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

Motion to Approve by m/Council Member Victoria Baca, s/Council Member Richard A. Stewart

Approved by a vote of 5-0.

G.2 APPOINTMENTS TO THE CITY COUNCIL ADVISORY BOARDS AND COMMISSIONS
(Report of: City Clerk Department)

Recommendations That the City Council:

1. Review the ballots for appointments to various City Council Boards and Commissions (to be provided by the City Clerk) and mark your choices where appropriate.

2. Appoint those applicants who received majority vote by the City Council.

3. Confirm the appointment of Shor Denny to the Traffic Safety Commission as the Moreno Valley Parent-Teacher Council representative, with a term expiring June 30, 2016.

4. If vacancies are not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the positions as vacant and carry over the current applications for reconsideration of appointment at a future date.

Motion to Continue the item to August 27, 2013 and extend the expiring terms of the current board members and commissioners to August 31, 2013 by m/Council Member Jesse L. Molina, s/Council Member Richard A. Stewart

Approved by a vote of 5-0.

G.3 APPROVAL OF SUCCESSOR MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF MORENO VALLEY AND THE MORENO VALLEY CITY EMPLOYEES ASSOCIATION AND MORENO VALLEY MANAGEMENT ASSOCIATION FOR THE PERIOD OF JULY 1, 2013 THROUGH JUNE 30, 2015
(Report of: Administrative Services Department)

Recommendations That the City Council:

1. Approve the successor Memoranda of Understanding (MOUs) between the City of Moreno Valley and the Moreno Valley City

Employees Association (Attachment A), and Moreno Valley Management Association (Attachment B) for the period of July 1, 2013 through June 30, 2015.

2. Extend the economic provisions of these Agreements to employees represented by the Moreno Valley Confidential Management Employees as well as those in unrepresented classifications.

3. Approve updates to the Salary Schedule and Personnel Rules & Regulations to incorporate revisions as specified in the attached MOUs.

4. Direct the Chief Financial Officer to adjust FY 2013-14 and FY 2014-15 Budget Appropriations as outlined in this report (projected cost of $1,706,870 with General Fund impact projected at $734,527) to reflect the Council's approval of these Memoranda of Understanding.

Mayor Tom Owings opened the agenda item for public comments, which were received from Daryl Terrell, Deanna Reeder and Tom Thornsley (opposes).

Motion to Approve Recommendation No. 1 by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 2 by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 3 by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 4 by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 5-0.

G.4 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

City Manager stated that this is the first time since 2008 that the City has a balanced budget without using reserves; the addition of Aldi, an

international grocery chain, to our business community is a huge win for Moreno Valley. Aldi has selected Moreno Valley to locate its distribution center and regional headquarters; staff is ready to facilitate their move to our community. With the approval of the MOUs tonight, the City Council re-established City Hall hours to our development community; the development services staff is ready to welcome our business community back on the 2nd and 4th Fridays of the month beginning on July 12. Thanked the Moreno Valley Chamber of Commerce, local restaurants and members of the executive team that participated in the Taste of the Valley event last weekend. Executive management team members will participate in this year's July 4th parade.

G.5 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action) - none

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION

H.1.1 AMENDMENT TO CHAPTER 6.02 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE AND ADOPTION OF THE PROPOSED ORDINANCE RELATED TO ILLEGAL HAULING AND COMMERCIAL RECYCLING BIN SCREENING (Report of: Public Works Department)

Recommendations That the City Council:
Introduce the proposed Ordinance No. 866. An Ordinance of the City Council of the City of Moreno Valley, California, amending Municipal Code Section 6.02 of Chapter 6 of the City of Moreno Valley Municipal Code Relating to Refuse Collection, Transfer and Disposal.

Mayor Tom Owings opened the agenda item for public comments, which were received from Deanna Reeder.

Motion to Approve by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

H.2 ORDINANCES - 2ND READING AND ADOPTION

H.2.1 ORDINANCE NO. 870 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING ZONE CHANGE APPLICATION NO. PA13-0007, CHANGING THE

LAND USE DESIGNATION FROM NEIGHBORHOOD COMMERCIAL AND R15 TO R30 AND OPEN SPACE FOR APPROXIMATELY 10 ACRES LOCATED AT THE SOUTHEAST CORNER OF ALESSANDRO BOULEVARD AND LASSELLE STREET (ASSESSOR'S PARCEL NUMBER 486-280-044 AND A PORTION OF -043). (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 11, 2013 BY A 4-0-1 VOTE, MAYOR TOM OWINGS RECUSED HIMSELF) (Report of: Community & Economic Development Department)

Recommendations That the City Council:
Adopt Ordinance No. 870. An Ordinance of the City Council of the City of Moreno Valley, California, Approving Zone Change Application No. PA13-0007, Changing the Land Use Designation From Neighborhood Commercial and R15 to R30 and Open Space for Approximately 10 Acres Located at the Southeast Corner of Alessandro Boulevard and Lasselle Street (Assessor's Parcel Number 486-280-044 and a Portion Of -043).

Mayor Tom Owings recused himself and left the Council Chamber in order to fulfill a campaign promise of not voting on matters that involve large contributors to his campaign.

Motion to Approve by m/Council Member Richard A. Stewart, s/Mayor Pro Tem Marcelo Co

Approved by a vote of 4-0-1, Mayor Tom Owings recused himself.

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

AGENDA ORDER

PUBLIC COMMENTS **ON ANY SUBJECT NOT ON THE AGENDA** UNDER THE JURISDICTION OF THE CITY COUNCIL

Continued the remainder of the public comments:

Curtis Gardner (Concerned Citizens of Moreno Valley)

1. Citizens' voice in government; accountability and transparency

Craig Givens

1. FBI investigation

2. Budget issue - concession on utilities; jobs; revenues

3. March Joint Power

Alicia Espinoza (Moreno Valley Concerned Citizens)

1. Recall of the Mayor

Brandon Cam (Moreno Valley Historical Society)

1. Preservation/restoration of local historic properties, including Red Cross building on former military land (March Joint Powers property) established during World War II; more information on the Historical Society Web site

Tom Thornsley

1. Community awareness meeting regarding World Logistic Center - invited everyone to attend a meeting on July 13 at Moreno Valley High School

2. Lawsuit opposing Medical facility planned at March Air Force Base

Louise Palomarez

1. Congratulated the new City Manager Michelle Dawson and the new Acting City Attorney Suzanne Bryant

2. Budget/jobs

Robert Palomarez

1. Budget; Commented on other speakers' comments

Jo Ann M. Stephan

1. Great job done by Council

2. Proposal for the library

Daryl Terrell

1. Comes with solutions to problems

2. Cuts in public safety

3. Warehouses

4. Campaign contributions

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Council Member Victoria Baca

1. Asked the Parks and Recreation Director for July 4th celebration update

2. Is proud that the Council appointed women to leadership positions (City Manager, City Clerk and City Attorney)

3. Reducing furlough will help very much, bringing staff on Fridays to meet community's needs

4. Is very optimistic and happy about Aldi coming to Moreno Valley; Aldi will be the second building coming up against Freeway 60; heard a lot of positive comments; we will have more businesses coming to Moreno Valley; glad about business-friendly attitude

Mayor Pro Tem Marcelo Co

1. Stated that we have a brighter future now; asked citizens for suggestions for improvements and solutions to the problems; emphasized that any job is a good job; any business that wants to come to the City, is welcomed and should be given a break; asked for residents' positive input; is trying to bring jobs

Council Member Jesse Molina

1. Concurred with Mayor Pro Tem Marcelo Co's remarks; stated that the Council has to make tough decisions; loyalty is to the City first, not to other agencies; we are losing the war of commerce to surrounding cities, resulting in budget cuts; we need to get the jobs here

2. Wants to go in a positive direction

Council Member Richard Stewart

1. Stated that the article in L.A. Times regarding Aldi foods is very positive.

The City did concession on utilities - the reason we started the utility is to attract business; Aldi is bringing headquarters along with its distribution center; we need to give incentives to be competitive and attract business

2. Interim Economic & Development Director John Terrell is working with possible clients to come in to the old Albertson and Ralphs

3. Moreno Valley Sheriff's Department is using updated sophisticated methods to fight crime: sophisticated tracking devices that can be used during robbery, new camera system to assist crime solutions, checkpoints, which are successful at catching criminals, special burglary suppression team to solve crimes, computerized assessment allocation of resources; almost every year new innovations are coming; cuts are coming next year - hopes that revenues will go up

4. Warehouses next to the freeway are at the proper place; is not proper to put houses next to the freeway

Mayor Tom Owings

1. Applauded the City Manager for the new stricter dress code, which is a sign of respect

2. Stated that you can learn a lot about a person how he treats others: Mayor Pro Tem Marcelo Co participated in the last Council meeting via telephone, as he was abroad attending his mother's funeral; he took care of his 95 year-old mother; Is proud of remarks made by Council Member Jesse Molina - the only things Council Member Molina has in mind is good for the City; might disagree with Council Member Richard Stewart from time to time, but both usually vote alike; has the highest regard for Richard's experience on this Council – stated that we have a very unified council and that he believes that majority of population supports the current council

3. On Saturday, attended Rising Star Academy graduation, which graduated 117 students; the Academy is getting students through high school with aspiration for meaningful life and job

4. Attended with his wife the 25th anniversary of ROTC program; it was astonishing to see these cadets with almost 95% graduation rate; the community needs to support these kids; asked the community to see what good is going on and duplicate it; ROTC program is run by Valley View High School

5. Shared the City Manager's appreciation for the good press about Aldi

6. Stated that last November he was candid with voters what he is going to do to keep Moreno Valley from becoming the next San Bernardino; no

mayor should be afraid to make an unpopular decision

There being no further business to conduct, the meeting was adjourned at 10:33 p.m. to Closed Session by unanimous informal consent.

CLOSED SESSION

The City Attorney announced that three cases listed on the agenda under Government Code Section 54956.9(d)1 will be discussed.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Mayor Tom Owings opened the Closed Session items for public comments; there being none, public comments were closed.

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority was held in Conference Room C, First Floor, City Hall. The City Council met in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

The Closed Session was held pursuant to Government Code:

1 SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

a) Rodriguez, Olga V. City of Moreno Valley

b) Silver Creek Industries, Inc. V. City of Moreno Valley

c) Verizon California Inc. V. California State Board of Equalization, et al.

2 SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF SECTION 54956.9

Number of Cases: 5

3 SECTION 54956.9(d)(4) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

None

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 10:45 p.m. by unanimous informal consent.

Submitted by:

_____
City Clerk Jane Halstead, CMC
Secretary, Moreno Valley Community Services District
Secretary, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Secretary, Moreno Valley Housing Authority
Secretary, Board of Library Trustees

Approved by:

_____
Mayor Tom Owings
President, Moreno Valley Community Services District
Chairperson, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Moreno Valley Housing Authority
Chairperson, Board of Library Trustees

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Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: July 9, 2013

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Reports on Reimbursable Activities for the period of June 19 - July 2, 2013.

Reports on Reimbursable Activities June 19 - July 2, 2013			
Council Member	Date	Meeting	Cost
Victoria Baca	6/22/13	Moreno Valley Chamber of Commerce Taste of the Valley	$25.00
	6/26/13	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley	$15.00
	6/26/13	Carol Fairfield's Retirement Luncheon	$7.00
	7/2/13	Moreno Valley Hispanic Chamber of Commerce Adelante	$10.00
Marcelo Co	6/22/13	Moreno Valley Chamber of Commerce Taste of the Valley	$25.00
Jesse L. Molina	6/26/13	Carol Fairfield's Retirement Luncheon	$7.00
	6/27/13	Moreno Valley Chamber of Commerce Leadership Moreno Valley	$25.00
Tom Owings	6/27/13	Moreno Valley Chamber of Commerce Leadership Moreno Valley	$25.00

Richard A. Stewart	6/22/13	Moreno Valley Chamber of Commerce Taste of the Valley	$25.00
	6/26/13	Carol Fairfield's Retirement Luncheon	$7.00
	6/27/13	Moreno Valley Chamber of Commerce Leadership Moreno Valley	$25.00

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: July 9, 2013

TITLE: REQUEST TO CONDUCT A FULL ROAD CLOSURE OF GILMAN SPRINGS ROAD IN SUPPORT OF RIVERSIDE COUNTY RECONSTRUCTION PROJECT

RECOMMENDED ACTION

Recommendations:

1. Authorize a full road closure of Gilman Springs Road from SR60 to approximately 1.7 miles southerly of Alessandro Boulevard from September 15, 2013 to November 15, 2013.

2. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The County of Riverside and the City of Moreno Valley propose to complete roadway improvements on Gilman Springs Road from SR60 to approximately 1.70 miles southerly of Alessandro Boulevard. The County of Riverside has received grant funding from the Highway Safety Improvement Program (HSIP) to perform safety enhancements within the corridor. Additionally, the City of Moreno Valley has an approved CIP project (801 0042 70 77-2002) to perform pavement rehabilitation within the project limits. With both projects being in the same location, the City and the County felt that it would be most cost effective and efficient to combine them into one effort.

On August 28, 2012 the City Council approved a construction reimbursement agreement with the County of Riverside for the project. This agreement was fully executed by the County of Riverside on February 26, 2013. The County is the lead agency for both the design and construction phase of these improvements.

DISCUSSION

The duration of the actual road closure will be approximately 45 working days. However, staff is requesting authorization for a closure window of approximately 60 calendar days due to potential delays experienced during bidding and other pre-construction activities. After the actual closure start date has been finalized all impacted agencies will be informed and advanced notification signage will be installed.

The request for the road closure is due to major improvement work required including complete pavement rehabilitation of the existing roadway, widening for the provision of six foot paved / 2 foot graded shoulders, extension of existing drainage facilities, curve realignment in three locations, the addition of a passing lane southerly of Alessandro Boulevard, and intersection improvements at Alessandro Boulevard for the provision of a northbound left turn pocket.

To expedite the construction, the contractor will be allowed to work from 6:00 a.m. to 6:00 p.m., seven days a week for sixty calendar days including holidays. During the closure, access will be maintained for local residents and businesses. Through traffic will be temporarily re-routed to SR79 in accordance with an approved road closure / detour / traffic control plan (attachment 1).

The closure of Gilman Springs Road will significantly enhance the safety for both the contractor and the motoring public, will shorten the construction duration by six months, and reduce the overall costs of the project by 25 percent.

ALTERNATIVES

1. Authorize a full closure of Gilman Springs Road from SR60 to approximately 1.7 miles southerly of Alessandro Boulevard for the construction of street improvements from September 15, 2013 to November 15, 2013. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues. *This alternative will provide for a safer work environment, significantly reduce the construction duration / overall cost of the project.*

2. Do not authorize a full closure of Gilman Springs Road from SR60 to approximately 1.7 miles southerly of Alessandro Boulevard for the construction of street improvements from September 15, 2013 to November 15, 2013. Do not authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues. *This alternative will result in an unsafe work environment, significantly delay the completion of the project, and increase the overall cost of the improvements.*

FISCAL IMPACT

Costs associated with this closure will be shared by the County and City through the cooperative project for Gilman Springs Road. There will be no impact to the General Fund.

CITY COUNCIL GOALS

Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work, and visit the City of Moreno Valley.

NOTIFICATION

The contractor will be required to provide notification to all impacted agencies and / or businesses including the Post Office, Fire and Police Departments, Ambulance Services, Riverside Transit Agency, and Waste Management. Additionally, advanced notification will be provided to the public by special roadside signage indicating the dates and duration of the closure.

ATTACHMENTS

Attachment 1 – Road Closure Detour Map

Prepared By:
Eric Lewis, P.E., T.E.
City Traffic Engineer

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

ATTACHMENT 1

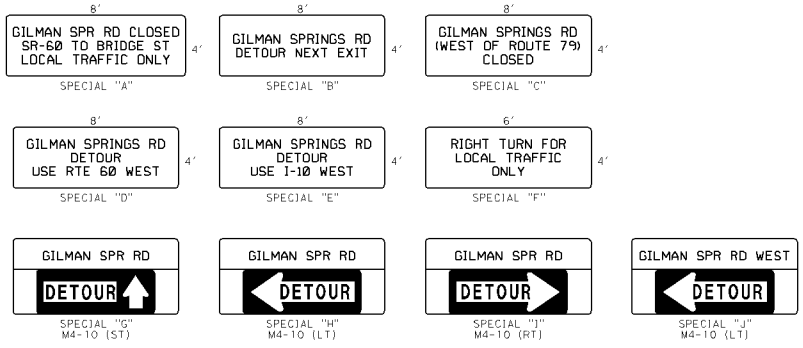

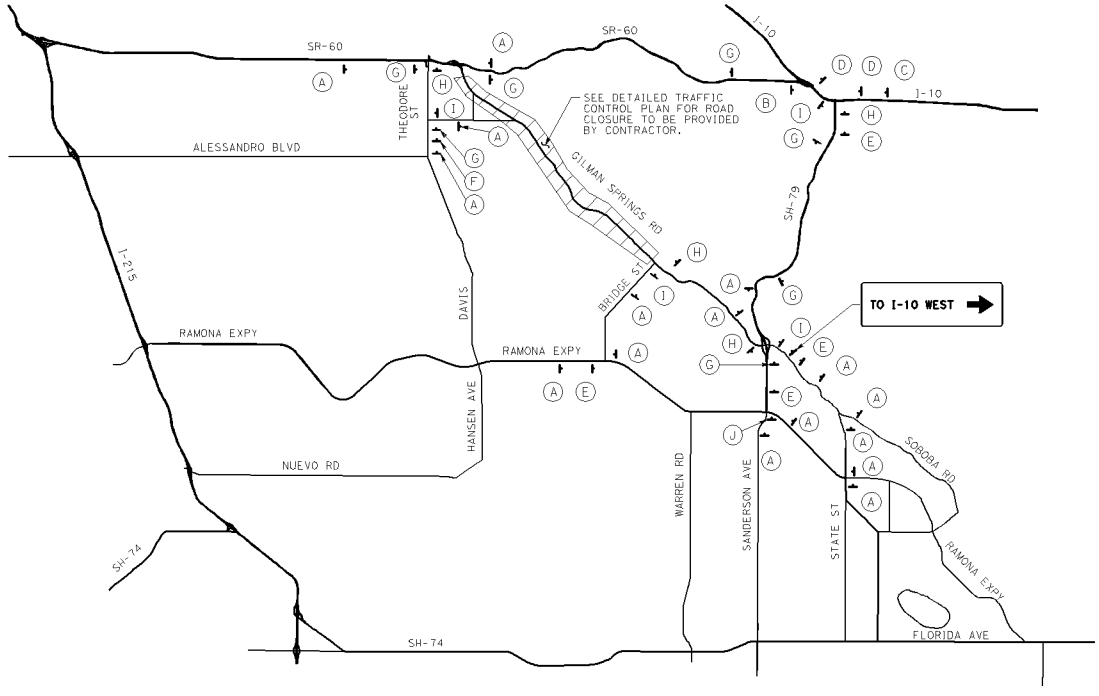

NOTES:

1. DEPLOY CHANGEABLE MESSAGE SIGN 14 DAYS PRIOR TO ROAD CLOSURE. SIGN SHOULD STATE CLOSURE DATES.

   LOCATION 1: GILMAN SPRINGS RD, SOUTH OF SR-60 FACING SOUTHBOUND TRAFFIC

   LOCATION 2: GILMAN SPRINGS RD, NORTH OF BRIDGE FACING NORTHBOUND TRAFFIC

   LOCATION 3: ALESSANDRO BLVD, WEST OF GILMAN SPRINGS RD, FACING EASTBOUND TRAFFIC

2. MINIMUM LETTER SIZE FOR SPECIAL SIGNS ON LOCAL STREETS SHALL BE 6 INCHES, SERIES C, BLACK LEGEND ON ORANGE BACKGROUND.
3. MINIMUM LETTER SIZE FOR SPECIAL SIGNS ON SR-79, I-10, SR-60 SHALL BE 10 INCHES, SERIES C, BLACK LEGEND ON ORANGE BACKGROUND.
4. EXACT SIGN LOCATION TO BE DETERMINED BY THE ENGINEER.
5. ALL SIGNS SHALL CONFORM WITH 2012 CA MUTCD.

CONSTRUCTION AREA SIGNS

SIGN No.	SIGN CODE	REMARKS	NUMBER OF SIGNS
A	SPECIAL "A"		16
B	SPECIAL "B"		1
C	SPECIAL "C"		1
D	SPECIAL "D"		2
E	SPECIAL "E"		4
F	SPECIAL "F"		1
G	SPECIAL "G"		7
H	SPECIAL "H"		4
I	SPECIAL "I"		4
J	SPECIAL "J"		1
GRAND TOTAL			41

DESIGNED BY		SHEET No.
APPROVED BY: DENNIS ACUNA, No. 73905, PROFESSIONAL ENGINEER, CIVIL, STATE OF CALIFORNIA DENNIS ACUNA DATE ASSOCIATE ENGINEER RIVERSIDE COUNTY TRANSPORTATION	**GILMAN SPRINGS RD** CURVE REALIGNMENT/SHOULDER WIDENING/RESURFACING PROJECT NO SCALE	**DE-1** SHEET 1 OF 1

REVISED 05/01/2013

RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3

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COUNTY FILE No.

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MV00209303

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: July 9, 2013

TITLE: ANNUAL STATEMENT OF INVESTMENT POLICY

RECOMMENDED ACTION

Recommendation:

1. Adopt the Annual Statement of Investment Policy

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Finance Sub-committee of the City Council recommends that the City Council adopt the attached Annual Statement of Investment Policy.

BACKGROUND

In response to the Orange County bankruptcy and investment problems and in order to deal with tightening regulations and controls over local investment of public funds, Senate Bills 866 and 564 were signed into law and became effective January 1, 1996, creating California Government Code Sections 53601 and 53646, respectively. California Government Code Section 53601 delineates the types of investments allowed and defines various restrictions governing these investments. California Government Code Section 53646 originally required periodic review of the investment report and investment policy by the governing body of the local agency. However this section has since been amended to make these periodic reviews optional. The City's investment policy, originally adopted in December, 1996, is in full compliance with the requirements of both the above mentioned Code Sections in addressing: the types of investments allowed; the governing restrictions on these investments; the perfection of receipt through proper arrangements; and, the reporting and review requirements.

DISCUSSION

The City's Investment Policy calls for the policy to be reviewed and adopted by the City Council annually. The policy was last updated in April 2012. The policy was certified by both the Association of Public Treasurers of the United States and Canada (APT US&C) and the California Municipal Treasurer's Association in June 2012. The City of Moreno Valley is the first recipient of the certification awarded by the California Municipal Treasurer's Association.

The Investment Policy has been reviewed by both staff and the Chandler Asset Management who act as the City's investment management firm. Based on this review there are no suggested changes for this year.

The attached Statement of Investment Policy is prepared in compliance with California Government Code Section 53646. All the investments contained within the portfolio are in full compliance with this Investment Policy.

ALTERNATIVES

1. Adopt Annual Statement of Investment Policy.

2. Do not adopt Annual Statement of Investment Policy and provide staff with additional direction.

FISCAL IMPACT

There is no fiscal impact

CITY COUNCIL GOALS

Revenue Diversification and Preservation. Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services.

SUMMARY

California Government Code Sections 53601 and 53646, respectively delineate the types of investments allowed and defines various restrictions governing these investments and suggest a periodic review of the investment report and investment policy by the governing body of the local agency. The City's Investment Policy has established a review process whereby the Council reviews and adopts the policy annually. The policy identifies allowable investments, the reporting process related to the investments, safekeeping measures in maintaining assets and the roles of staff in the management of the investment program.

ATTACHMENTS

Attachment 1 – Investment Policy

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

INVESTMENT POLICY

PURPOSE: The City Council of the City of Moreno Valley (City) and its related authorities and agencies recognizes its responsibility to properly direct the investments of funds under its care. It is the purpose of this policy to provide guidelines for the prudent investment of unexpended funds in a manner which allows for maximum security, while at the same time providing the best investment return to meet the daily cash flow demands of the City, and conform to all applicable statutes pertaining to the investment of public funds. In instances in which the Policy is more restrictive than Federal or State law, the Policy supersedes.

I. Scope

A. Investments for the City and its related authorities and agencies will be made on a pooled basis including the City of Moreno Valley the City of Moreno Valley Housing Authority, the Moreno Valley Community Services District, the Moreno Valley Public Facilities Financing Corporation, the Moreno Valley Public Financing Authority, and the Moreno Valley Industrial Development Authority. These funds are accounted for in the City's Comprehensive Annual Financial Report (CAFR) and include:

1. General Fund
2. Special Revenue Funds
3. Debt Service Funds
4. Capital Project Funds
5. Internal Service Funds
6. Agency Funds
7. Enterprise Funds

B. The City Council has the authority to allow investments that do not follow this policy as long as such investments are recommended by the City Manager and City Treasurer, and expressly authorized by the City Council.

C. At the time this policy is adopted, the portfolio may hold investments which were made in the past and in accordance with previous policies and existing State law, but do not meet the provisions of this policy. These past investments are grandfathered as permissible investments. The City may choose to hold these investments until maturity; however, their maturity cannot be extended without the expressed authorization of the City Council.

D. Funds excluded from this policy

1. **Bond Proceeds.** Proceeds of debt issuance shall be invested in accordance with the City's general investment philosophy as set forth in this policy. The overriding policy for the investment of bond proceeds will be dictated by the bond documents governing such funds as long as the documents are approved by the City Council or related governing board.

2. **Deferred Compensation Plans.** Investments related to the City's deferred compensation plans are not subject to this policy since third-party administrators manage them and the individual plan participant's direct investment and mutual fund selection. Deferred compensation plans must be approved by the City Council.

II. Prudence

A. Prudent Investor Standard: Management of the City's investments is governed by the Prudent Investor Standard as set forth in the California Government Code 53600.3:

> "…all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter

are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law."

B. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

III. Objectives

A. The City's investment philosophy sets the tone for its policies, practices, procedures and objectives that control the investment function. The investment of funds will be guided by the primary objectives of safety, liquidity and a reasonable market rate of return.

1. **Safety** – Safety of principal is the foremost objective of the investment program. The City will undertake investments in a manner that ensures the preservation of capital in the portfolio taken as a whole.

2. **Liquidity** – The City will maintain sufficient cash and short-term investment instruments which, together with projected revenues, will provide sufficient liquidity so that the City will be able to meet all operating requirements which might be reasonably anticipated including an amount to cover reasonably estimated contingencies.

3. **Reasonable market rate of return (Yield)** – The City's investment portfolio will be designed with the objective to attain a benchmark rate of return throughout budgetary and economic cycles, commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio.

B. The investment function will have the ongoing objectives of: assuring compliance with Federal, State and local laws governing the investment of public funds, maintaining reserves for long-term projects and contingencies, and establishing quality standards and limits related to the type of investments made and with which institutions investments are placed.

IV. Delegation of Authority

A. The City of Moreno Valley Municipal Code specifies that the City Council will appoint the City Treasurer. By resolution, the City Council has appointed the Financial & Administrative Services Director to serve as the City Treasurer. The Treasurer serves as the chief investment officer for the City and is authorized to invest or deposit the City's funds in accordance with this policy, California Government Code Sections 53600 and 53630 et seq., and all other related Federal and State laws. The City Treasurer also serves as the Treasurer for the City of Moreno Valley Housing Authority, the Moreno Valley Public Financing Authority, the Moreno Valley Public Facilities Financing Corporation, the Moreno Valley Community Services District and other related City entities. In the absence of the City Treasurer, and unless otherwise delegated, the Treasury Operations Division Manager/Assistant City Treasurer will serve as the Acting Treasurer. The City Treasurer may appoint

deputy treasurers to act on behalf of the City. The City Treasurer will provide written authorization in delegating any of his/her authority.

B. The City Manager will provide periodic oversight to the investment function which includes but is not limited to reviewing monthly investment reports issued by the City Treasurer.

C. The City Council's primary responsibilities over the investment function include approving the Investment Policy, annually reviewing such policy, reviewing monthly investment reports issued by the Treasurer, authorizing bond documents and other unique financing transactions, and authorizing any deviations from the City's investment policies.

D. The Finance Sub-Committee of the City Council will provide oversight to the investment function through the periodic review of the investment report at their committee meetings.

E. The City may engage the services of one or more external investment managers to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940.

V. Investment Procedures

A. The City Treasurer shall establish internal procedures for the operation of the investment program consistent with this policy. These procedures shall include, but are not limited to, the following items:

1. Safekeeping
2. Master repurchase agreements
3. Wire transfer agreements
4. Collateral/Depository agreements
5. Broker/Dealer relationships

B. Cash handling and cash management are integral components of an effective investment management program. In keeping with the Administrative Policy on Cash Control, the aforementioned procedure manual shall include references to the following:

1. Cash collection practices
2. Depository practices
3. Cash flow issues
4. Cash flow projections
5. Anti-theft/Anti-fraud practices
6. Banking agreements
7. Accounting practices

C. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City Treasurer.

D. Allocation of Pool Interest

1. All interest earnings related to the investment pool will be allocated to the General Fund unless specifically directed by Federal or State statute, City Council directive or contractual agreement.

2. The allocation methodology will be maintained by the City Treasurer.

VI. Ethics and Conflict of Interest

A. All officials, staff members and consultants, involved in the investment functions will refrain from personal business activity that could conflict with the execution of the investment function or which may impair their ability to make impartial investment decisions. Officials, staff members, and consultants, will disclose to the City Manager any financial interests with a financial institution, provider, dealer or broker that conducts business with the City.

B. Officials, staff members and consultants will further disclose any personal financial positions that could be related to the City's cash and investment portfolio.

C. All bond issue participants, including but not limited to, underwriters, bond counsel, financial advisors, brokers and dealers will disclose any fee sharing arrangements or fee splitting to the City Manager prior to the execution of any transactions. The providers must disclose the percentage share and approximate dollar amount share to the City prior to the execution of any transactions.

VII. Investment Controls

A. The City Manager shall oversee and ensure that the City Treasurer implements and maintains a system of internal investment controls and segregated responsibilities of the investment function in order to prevent the following:

1. Fraud
2. Theft
3. Loss of principal
4. Loss of control over funds
5. Inaccurate reporting
6. Negligence
7. Over-reliance on a single employee for investment decisions

B. Internal controls should include but are not limited to (for a more specific list of internal controls see the investment management plan):

1. Segregation of duties (e.g., the purchaser of investments is different than the person recording the transaction)
2. Reconciliation of investment report and cash balances
3. Dual authorization of transactions

C. An external auditor will review the investment program annually in order to provide reasonable assurance that policy and procedures are complied with.

VIII. Authorized Financial Dealers and Institutions

A. The City Treasurer will obtain financial information from qualified institutions to determine if the institution markets in securities appropriate to the City's needs, can assign qualified sales representatives, and can provide written agreement to abide by the conditions set forth in the City of Moreno Valley Investment Policy.

B. The City Treasurer will maintain a list of financial institutions and broker/dealers authorized to provide investment services to the City who are authorized to provide investment services in the State of California. An eligible designation does not guarantee that the City will do business with the firm or institution.

C. The following criteria will be used in determining investment providers

1. Broker/Dealers: The purchase by the City of any investment other than those purchased directly from the issuer shall be purchased from a broker/dealer firm designated as a "Primary Government Dealer" by the Federal Reserve Bank of New York or a regional dealer that qualifies under SEC Rule 15C3-1 (uniform net capital rule).

2. Banks: The City shall purchase securities from banks which meet all of the following criteria:

a. Nationally or State chartered banks
b. Registered as investment securities dealers with the Securities and Exchange Commission
c. Independently rated "A" or higher by two nationally recognized statistical ranking organizations

3. Investment Bankers, Underwriters and Financial Advisors: The purchase by the City of any investments from these providers in the course of completing a bond transaction must be expressly authorized by the City Council after such a provider discloses their commission, spread or fee in approximate dollar amount. Otherwise, the acquisition of such investments must be procured from the broker/dealers customarily used by the City.

4. The Federal Reserve Bank: Direct purchases of Treasury bills, notes and bonds from the U.S. Federal Reserve Banks branches are allowed and are exempt from quality requirements.

D. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must provide the following information to the City Treasurer:

1. A completed City of Moreno Valley Broker/Dealer Questionnaire
2. Audited financial statements
3. Proof of Financial Industry Regulatory Authority (FINRA) certification
4. Trading resolution
5. Proof of state registration
6. Certification of having read and willingness to comply with City's investment policy.

E. The City Treasurer will conduct an annual review of the financial condition and registrations of brokers/dealers on the City's approved list.

F. A current audited financial statement is required to be on file for each financial institution and broker/dealer in which or with which the City invests.

G. Certificates of deposit will not be placed with an institution once it has received a Cease and Desist order from any bank regulatory agency.

IX. Authorized and Suitable Investments (with quality and limitation guidelines)

A. The California Government Code sections 53600 et seq. governs the allowable investments into which a local government agency can enter. These Government Code sections also stipulate as to the portfolio percentage limits and investment quality standards for some but not all permitted investments. The Government Code sections provide a starting point for establishing the City quality standards, percentage limits and maturity levels. Should the Government Code become more restrictive than this policy, the Government Code restrictions shall prevail.

INVESTMENT POLICY

B. Whenever a maximum allowable percentage of the portfolio is stipulated for any type of security as detailed below, the limit or maximum allowable is determined by the portfolio size or composition at the close of the date on which the security is purchased.

C. Following is a table summarizing allowable investments for the City. This table summarizes and is consistent with California Government Code Sections 53600 and 53630 et seq.

INVESTMENT TYPE	MAXIMUM MATURITY	MAXIMUM SPECIFIED % OF PORTFOLIO	MINIMUM QUALITY REQUIREMENTS
Local Agency Bonds	5 years	— none —	— none —
U.S. Treasury Obligations	5 years	— none —	— none —
State Obligations —CA and Others	5 years	— none —	— none —
CA Local Agency Obligations	5 years	— none —	— none —
U.S Agency Obligations	5 years	— none —	— none —
Bankers' Acceptances	180 days	40%	— none —
Commercial Paper —Select Agencies	270 days	25% of the agency's invested funds	"A-1/P-1/F-1"; if the issuer has issued long-term debt it must be rated "A" without regard to modifiers
Commercial Paper —Other Agencies	270 days	40% of the agency's invested funds	A-1/P-1/F-1"; if the issuer has issued long-term debt it must be rated "A" without regard to modifiers
Negotiable Certificates of Deposit	5 years	30%	— none —
CD Placement Service	5 years	30%	— none —
Repurchase Agreements	1 year	— none —	— none —
Reverse Repurchase Agreements and Securities Lending Agreements	92 days	20% of the base value of the portfolio	— none —
Medium-Term Notes	5 years	30%	"A" rating
Mutual Funds and Money Market Mutual Funds	n/a	20%	Multiple
Collateralized Bank Deposits	5 years	— none —	— none —
Mortgage Pass-Through Securities	5 years	20%	"AA" rating
Bank/Time Deposits	5 years	— none —	— none —
County Pooled Investment Funds	n/a	— none —	— none —
Joint Powers Authority Pool	n/a	—none —	Multiple
Local Agency Investment Fund (LAIF)	n/a	— none —	— none —

D. Investment Pools: A thorough investigation of an Investment Pool account is required prior to investing, and on a continual basis. The investigation must include information, if available, on the following items before investing:

1. A description of eligible investment securities, and a written statement of investment policy.
2. A description of interest calculations and distribution and how gains and losses will be treated.
3. A description of how the securities are safeguarded (including the settlement process), and how often the securities are priced and the program audited.

4. A description of who may invest in the program, how often and what is the allowable size of deposits and withdrawals, and any limitations as to number of transactions.
5. A schedule for receiving statements and portfolio listings.
6. Are reserves, retained earnings, etc. utilized by the pool?
7. Is the pool eligible for bond proceeds and/or will it accept such proceeds?

E. Repurchase Agreements are legal and authorized by policy. In order to invest in repurchase agreements the City must obtain a signed Master Repurchase Agreement from the participating bank or broker/dealer.

F. Prohibited Investment Transactions and Derivatives:

1. The Government Code specifically prohibits certain types of investment instruments for municipalities. In addition to those prohibitions, the following investments are not permitted:

a. Reverse Repurchase Agreements
b. Financial futures or financial option contracts
c. Security lending

2. Additionally the City shall not invest in any security that could result in zero interest accrual if held to maturity.

3. Due to the complexity of the securities market and ever-changing market conditions, it is difficult to define derivatives and specifically prohibit their acquisition. Therefore, the City desires to limit the potential risk of derivatives by specifically prohibiting the most common types of derivatives with certain market exposures. These prohibited derivatives include but are not limited to: inverse floaters, interest only securities derived from mortgages, residual securities, structured notes, forward based derivatives, forward contracts, forward rate agreements, futures contracts, interest rate futures contracts, foreign currency futures contracts, option based derivatives, option contracts, interest rate caps, interest rate floors, swap contracts, interest rate swaps, interest rate collars, foreign currency swaps, cross currency exchange agreements, fixed rate currency swaps, basis swaps, equity swaps, fixed rate equity swaps, floating rate equity swaps and commodity swaps.

4. Leveraging

a. The City may not purchase investments on a margin or through a margin account.

b. The General Portfolio may not be leveraged by more than 30% through the issuance of tax and revenue anticipation notes (TRANS). The proceeds of any TRANS issue are to be invested in accordance with the guidelines in this policy, with investment maturities not to exceed the life of the TRANS.

c. The City may not leverage its investments through the use of reverse repurchase agreements.

X. Collateralization

A. Bank Deposits: Under provisions of the Government Code, California banks and savings and loan associations are required to secure the City's deposits by pledging government securities with a value of 110% of principal and accrued interest. State law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of the City's total deposits.

B. Certificates of Deposit:

1. The market value of securities that underlay certificates of deposit shall be valued at 110% of the market value of principal and accrued interest.

2. The City Treasurer, at his/her discretion may waive the collateral requirement for deposits up to the maximum dollar amount which are covered by the Federal Deposit Insurance Corporation.

C. Repurchase Agreements

1. The market value of securities that underlay certificates of deposit shall be valued at 102% of the market value of principal and accrued interest.

2. The value shall be adjusted no less than weekly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back to 102% no later than the next business day.

D. A clearly marked evidence of ownership, safekeeping receipt, must be supplied to the City and retained.

E. The City chooses to limit collateral to US Treasuries.

F. Collateral will always be held by an independent third-party with whom the entity has a current written custodial agreement.

G. The right of collateral substitution is granted based on the approval of the City Treasurer and City Manager.

XI. Safekeeping, Custody and Competitive Bids

A. Third-party safekeeping is required for all investments. Securities may be maintained by a banking institution or a broker/dealer firm for safekeeping as long as the securities are held in the City's name.

B. Third-party safekeeping arrangements will be approved by the City Treasurer and will be corroborated by a written custodial agreement.

C. All investment transactions of the City will be conducted using standard delivery vs. payment (DVP) procedures.

D. All securities held by the safekeeping custodian on behalf of the City shall have the City of Moreno Valley as the registered owner, and all interest and principal payments and withdrawals shall indicate the City of Moreno Valley as the payee.

E. All bank deposits will be FDIC insured or deposited with institutions that comply with the State collateral requirements for public funds.

F. Securities used as collateral for repurchase agreements with a maturity from one to seven days can be held in safekeeping by a third party bank trust department or by the broker/dealer's safekeeping institution, acting as the agent for the City, under the terms of a custody agreement executed by the selling institution and by the City specifying the City's "perfected" ownership of the collateral.

G. All investment transactions shall be conducted on a competitive basis with quotes from a minimum of three brokers or financial institutions when possible.

XII. Diversification and Credit Risk Management

A. Investments contained within the portfolio will be diversified by security type, institution and maturity.

B. The diversification requirements included in Section IX are designed to mitigate credit risk in the portfolio.

C. No more than 5% of the total portfolio may be invested in securities of any single issuer, other than the US Government, its agencies and instrumentalities.

D. The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity or yield of the portfolio in response to market conditions or City's risk preferences; and,

E. If securities owned by City are downgraded by any nationally recognized statistical ratings organization to a level below the quality required by this Investment Policy, it shall be the City's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.

1. If a security is downgraded, the City Treasurer will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.

2. If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the City Council.

XIII. Maximum Maturities

A. The City Treasurer will maintain sufficient liquidity in cash and short-term investments, which together with projected revenue receipts will meet the cash flow requirements of the City for the upcoming six months.

B. The City will not directly invest in securities maturing more than five years away from the settlement date. In any case, where a cash flow is matched with an investment which exceeds the five year limit, the investment must be approved by the City Council.

C. The average weighted maturity of the general portfolio shall not exceed 3 years. The general portfolio does not include bond proceeds or deferred compensation funds.

D. To the extent possible, longer-term investment maturities will be spaced so that a portion of such investments mature each year to cover unanticipated emergencies.

XIV. Performance Standards

A. The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints.

B. The investment performance objective for the portfolio shall be to earn a total rate of return over a market cycle which is approximately equal to the return on a market benchmark Index of similar securities, as determined by the City Treasurer.

C. Market Return (Benchmark): The City's investment strategy is active. Given this strategy, the basis used by the Treasurer to determine whether market return is being achieved shall be to identify a benchmark which reflects a portfolio structure that is comparable to the City's portfolio. *An example as it pertains to the long term portion of the portfolio would be the Bank of America Merrill Lynch Index of 1to 5 Year Government securities.*

XV. Reporting

A. The City Treasurer will provide a monthly report to the City Manager and City Council which will include the following information by security held at the end of the reporting period:

1. Investment Type
2. Issuer
3. Maturity Date
4. Par Value
5. Market Value
6. Book Value
7. Weighted Average Maturity
8. Source of Market Valuation
9. Monies maintained within the treasury
10. Funds, investments and loans that are under the management of contracted parties

B. Quarterly, and within 60 days of the completion of the quarter, the City Treasurer will submit a report to the City Council in open public meeting with the same investment information provided to the City Manager and City Council on a monthly basis with the addition of the following data:

1. A description of the compliance with the statement of investment policy, or manner in which the portfolio is not in compliance.

2. A statement denoting the ability of the City to meet cash flow requirements for the next six months, or provide an explanation as to why sufficient money shall, or may, not be available.

XVI. Investment Policy Adoption

A. Annually, the City Treasurer will render to the City Council a Statement of Investment Policy, including any changes or revisions, to be reviewed and approved at a public meeting.

XVII. Record Retention

A. The following investment or cash management documents will be maintained in accordance with Chapter 2.60 of Title 2 of the City of Moreno Valley Municipal Code:

1. Investment Reports and supporting documentation
2. Third-party statements of assets held
3. Investment permanent files
4. Market pricing documentation

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: July 9, 2013 (Continued from June 25, 2013)

TITLE: APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY

RECOMMENDED ACTION

Recommendation:

1. Approve Resolution No. 2013-48 amending the Electric Rates for Moreno Valley Utility. A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates, and Electric Service Rules, Fees, and Charges for Moreno Valley Utility.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

On July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges for the City of Moreno Valley's Electric Utility, or Moreno Valley Utility (MVU). Electric Rule 12 entitled "Rates and Optional Rates" of that document states that the rates to be charged by and paid to the City's utility for electric service will be the rates legally in effect and on file with the Electric Utility Division, Department of Public Works. At its meeting on December 9, 2003, the City Council approved Ordinances 650 and 651 providing for the establishment and adjustment of electric rates by resolution.

DISCUSSION

Consistent with Ordinances 650 and 651, the resolution considered in this action amends MVU's Electric Rates. A complete copy of the proposed *Electric Rates* document is available for review in the Public Works Department, Electric Utility Division office. To ensure the City's rates are just and reasonable and to ensure that the City's rates are set at a level sufficient to cover the utility's costs, it will be necessary for the City Council to approve an adjustment of the rates that MVU charges customers for service from time to time. Due to the structure of MVU's rates, the customer's usage will ultimately determine the impact of this proposed rate adjustment on their monthly bill.

For example, the proposed rate adjustment considered in this council action will affect a residential customer who uses 600 kWh in a month differently than a customer who uses 1000 kWh in a month. The proposed rate changes considered in the council action will result in an increase of MVU's rate schedules for both the summer season and winter season. Pursuant to MVU's rates, the summer season begins at 12:00 am on the first Sunday in June and continues until 12:00 am on the first Sunday in October. The winter season begins at 12:00 am on the first Sunday in October, and continues until 12:00 am on the first Sunday in June of the following year. In other words, there are four months in the summer season, and eight months in the winter season.

If the City Council approves the proposed rate adjustments, the impact to each class of customers is described in the tables below:

Average Residential Schedule A	**SUMMER**		**WINTER**	
600 kWh usage	-$0.62	-0.72%	-$4.46	-3.81%
1,000 kWh usage	-$8.74	-4.26%	-$12.58	-4.93%

Average Small Commercial Schedule B	**SUMMER**		**WINTER**	
2,978 kWh usage	-$129.48	-23.45%	-$17.96	-3.93%

Average Large Commercial Schedule C	**SUMMER**		**WINTER**	
24,531 kWh usage, Demand of 100 kW	-$54.76	-0.93%	-$55.15	-1.60%

Average Large Commercial, TOU Schedule TOU-LGS	**SUMMER**		**WINTER**
386,896 kWh usage, Demand of 865 kW	$1,041.88	1.46%	

392,333 kWh usage, Demand of 666 kW		$917.68	2.44%

Average Traffic Controller Schedule TC-1	SUMMER		WINTER	
364 kWh usage	-$0.31	-0.48%	-$0.31	-0.48%

Average Streetlight	SUMMER		WINTER	
Schedule SL-1 9,500 Lumen (973 lights)	-$1,119.88	-8.54%	-$1,119.88	-8.54%
Schedule SL-1 22,000 Lumen (317 lights)	-$297.00	-5.33%	-$297.00	-5.33%
Schedule SL-2 27,500 Lumen (139 lights)	-$282.97	-16.82%	-$282.97	-16.82%
Schedule SL-3 (per lamp)	-$18.37	-3.93%	-$18.37	-3.93%

If approved by the City Council, these changes will become effective at 12:00 a.m. on July 10, 2013.

Pursuant to Section 5 of the Professional Services Agreement by and between the City of Moreno Valley and ENCO Utility Services Moreno Valley, LLC, the City is obligated to adjust its rates from time to time so that the City's electric rates remain roughly equivalent to the otherwise applicable investor owned utility rate schedules. This council action will true-up MVU's rates to comply with this obligation. If adopted, the net impact upon MVU customers will be a decrease in rates.

ALTERNATIVES

1. Approve proposed resolution amending the Electric Rates and Rules for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *The amendment of the Electric Rates will allow the City's utility to recover its costs for service, and to offer competitive rates.* Staff recommends this alternative.

2. Do not approve proposed resolution amending the Electric Rates for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *This would restrict the City's utility in its ability to recover utility costs, and also its ability to offer competitive rates.* Staff does not recommend this alternative.

FISCAL IMPACT

As rates are adjusted, revenues will reflect the adjustments. Utility revenues are projected to decrease if the proposed changes are adopted by the City Council.

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:
The municipal electric utility will generate revenues to provide funding for City programs and services over time. These revenues will help achieve important financial goals of the City.

POSITIVE ENVIRONMENT:
The proposed rate adjustments ensures timely changes to the rates of the City's utility, and helps to create a positive environment for promoting economic development within the community. The City of Moreno Valley electric utility will be able to offer competitive rates and will help the City to attract and retain businesses.

NOTIFICATION

Posting of the Agenda.

ATTACHMENTS

Attachment 1 – Proposed Resolution
Attachment 2 – Proposed Electric Rates

Prepared By:
Jeannette Olko
Electric Utility Division Manager

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY

WHEREAS, the City of Moreno Valley (the "City"), a municipal corporation, is authorized pursuant to Article XI, Section 9(a) of the California Constitution to establish, purchase, and operate public works to furnish its inhabitants with light, water, power, heat, transportation, or means of communication; and

WHEREAS, on June 26, 2001, the City Council of the City of Moreno Valley approved Resolution No. 2001-33 and, as amended by Resolution 2002-46, authorized the formation of a municipally owned utility for the purpose of providing electrical power, storm water, telephone telecommunications, cable TV, water, natural gas, and sanitary sewer; and

WHEREAS, on July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges document for Moreno Valley Utility which states, in part, that the rates to be charged by and paid to the City for electric service will be the rates legally in effect and on file with the City Council; and

WHEREAS, there are sections of the Electric Service Rules, Fees and Charges document that contain rules which define the terms and conditions under which electric service will be provided to the customer; and

WHEREAS, there are rules, fees, charges, and rates associated with providing the services identified in the document. These rules, fees, charges, and rates are deemed necessary and equitable for services rendered and are required to fund in whole or in part, all of the services required to facilitate the delivery of electric distribution pursuant to the rules; and

WHEREAS, Urgency Ordinance No. 651 was adopted by the City Council on December 9, 2003, allowing for the adoption of rates by resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The City Council hereby adopts the amended Moreno Valley Utility Electric Rates as on file in the Public Works Department.

APPROVED AND ADOPTED this 9th day of July, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

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RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-48 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 9th day of July, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Moreno Valley Utility

Electric Rates

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SCHEDULE A – RESIDENTIAL SERVICE

Applicability

Applicable to electric service for residential uses.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Basic Charge - $/Day	
Single-Family Residence	$ 0.030
Multi-Family Residence	$ 0.023
Energy Usage Charge - $/kWh	
Summer:	
Tier 1 -Baseline Quantities, all kWh, per kWh	$ 0.11534
Tier 2 – 101% to 130% of Baseline	$ 0.14661
Tier 3 – 131% to 200% of Baseline	$ 0.25903
Tier 4 – 201% to 300% of Baseline	$ 0.29903
Tier 5 – All excess kWh, per kWh	$ 0.29903
Winter	
Tier 1 -Baseline Quantities, all kWh, per kWh	$ 0.11534
Tier 2 – 101% to 130% of Baseline	$ 0.14661
Tier 3 – 131% to 200% of Baseline	$ 0.25903
Tier 4 – 201% to 300% of Baseline	$ 0.29903
Tier 5 – All excess kWh, per kWh	$ 0.29903
Public Purpose Programs	
All kWh per kWh	$0.01314
Monthly Minimum Charge:	$10.00

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

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Special Conditions

1. Baseline Rates: Baseline rates are applicable only to separately metered residential use.

2. Baseline Quantities: The residential allocation shall be 16.0 kWhs per day in the Summer season and 10.5 kWhs per day in the Winter season.

3. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on the first Sunday in June and will continue until 12:00 a.m. of the first Sunday in October each year. The Winter season begins at 12:00 a.m. on the first Sunday in October and continues until 12:00 a.m. on the first Sunday in June of the following year.

4. Voltage: Service will be supplied at one standard voltage.

5. For the purposes of applying the Basic Charge, the following definitions shall be used:

   Single-Family Residence - A building of single occupancy which does not share common walls, floors, or ceilings with other residential dwelling units.

   Multi-Family Residence - Apartments, mobile homes, condominiums, townhouses, or a building of multiple occupancy which shares common walls and /or floors and ceilings with other residential dwelling units.

6. Medical Baseline Allocation: Upon application and acceptance of a certification from a medical doctor or osteopath licensed to practice medicine in California, eligible residential customers are provided a standard year-round medical baseline allocation of 16.5 kWh per day in addition to the applicable baseline allocation for the season.

	Regular Baseline Daily kWh Allocation	Additional Medical Baseline Daily kWh Allocation	Total Baseline Daily kWh Allocation
Summer	16.0	16.5	32.5
Winter	10.5	16.5	27.0

   Medical Baseline Allocation Eligibility:

   a) Regular use in the customer's home of one or more medical life-support devices essential to maintain the life of a full-time resident of the household; and/or
   b) A full-time resident of the household is: a paraplegic, hemiplegic, quadriplegic, multiple sclerosis or scleroderma patient, being treated for life-threatening illness, and/or has a compromised immune system.

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Life support devices are those devices or equipment that utilize mechanical or artificial means to sustain, restore or supplant a vital function, or mechanical equipment relied upon for mobility both within and outside of buildings.

Life-support devices include:

Aerosol Tent	Ultrasonic Nebulizer
Pressure Pad	Electrostatic Nebulizer
Apnea Monitor	Inhalation Pulmonary Pressure
Pressure Pump	Breather Machine (IPPB)
Compressor	Iron Lung
Concentrator	Dialysis Machine
Respirator (all types)	Hemodialysis Machine
Electronic Nerve Stimulator	Motorized Wheelchair
Suction Machine	Oxygen Generator

Applying for the Medical Baseline Allocation

1. Request application from Moreno Valley Utility by telephone, mail or in person
2. Complete application.
3. The patient's physician will need to fill out the required information on the application and sign it certifying the medical need.
4. The customer can mail or bring the application to Moreno Valley Utility's offices
5. Once the application is reviewed and approved, the Medical Baseline Allocation will be effective on the next regular electric billing.
6. Applications must be renewed every two years.

7. Low Income Program - A low-income assistance discount program is offered under this standard residential rate. To be considered for this discount, an application must be filed with Moreno Valley Utility. To be eligible for this discount, the income of the customer, including all members of the household, must meet the income levels of the program and can be no more than 200% of Federal Poverty Guidelines. Under this program a discount for qualified low-income residents of 20% is provided on monthly energy charges. Discount applies to energy charges only. The customer charge, public purpose charge, service fees and all taxes are calculated at the standard rates.

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SCHEDULE B – GENERAL SERVICE

Applicability

Applicable to nonresidential electric service for all types of uses including lighting and power. Customers whose monthly maximum demand is expected to exceed 20 kW, or has exceeded 20 kW in any three months during the preceding 12 months, are ineligible for service under this schedule.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge - $/Day	
Single-Phase Service	$ 0.836
Polyphase Service	$ 0.058
Energy Usage Charge - $/kWh	
Summer, all kWh, per kWh	$ 0.15305
Winter, all kWh, per kWh	$ 0.12305
Public Purpose Programs	
All kWh per kWh	$0.01327
Monthly Minimum Charge:	$10.00

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on the first Sunday in June and will continue until 12:00 a.m. on the first Sunday in October each year. The Winter season begins at 12:00 a.m. on the first Sunday in October and continues until 12:00 a.m. on the first Sunday in June of the following year.

2. Voltage: Service will be supplied at one standard voltage.

SCHEDULE C – LARGE GENERAL SERVICE

Applicability

Applicable to nonresidential electric service for all types of uses including lighting and power where the customer's monthly maximum demand is expected to exceed 20 kW or has exceeded 20 kW in any of the 3 months during the preceding 12 months.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge - $/Meter/Month – Single Phase	$177.08	
Polyphase	$189.25	
Energy Usage Charge - $/kWh		
Summer, all kWh, per kWh	$ 0.06951	
Winter, all kWh, per kWh	$ 0.06051	
Demand Charge- $/kW	Summer	Winter
Facilities Related Demand Charge, per kW	$12.71	$12.71
Time Related Demand Charge, per kW	$20.64	$0.00
Public Purpose Programs		
All kWh per kWh	$ 0.01230	
Monthly Minimum:	$10.00	

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

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Special Conditions

1. Summer and Winter Seasons are defined as follows:

   The Summer season begins at 12:00 a.m. on the first Sunday in June and will continue until 12:00 a.m. on the first Sunday in October of each year. The Winter season begins at 12:00 a.m. on the first Sunday in October and continue until 12:00 a.m. on the first Sunday in June of the following year.

2. Voltage: Service will be supplied at one standard voltage.

3. Billing Demand: The Billing Demand shall be the kilowatts of Maximum Demand, determined to the nearest kW. The Billing Demand shall be the greater of the kilowatts of Maximum Demand recorded (or established for) the monthly billing period or 50% of the highest Maximum Demand established in the preceding eleven months (Ratcheted Demand).

4. Maximum Demand: The maximum demand in any month shall be the measured maximum average kilowatt input, indicated or recorded by instruments to be supplied by the City, during any 15-minute metered interval in the month.

5. Voltage Discount: The monthly Facilities Related Demand Charge will be reduced by 23.3% for service delivered and metered at voltages of 4 kV through 12 kV. The energy charge will be reduced by $.00074 per kWh for service delivered and metered at voltages of 2 kV through 12 kV.

6. Excess Transformer Capacity: Excess Transformer Capacity is the amount of transformer capacity requested by a customer in excess of that which the City would normally install to serve the customer's Maximum Demand. Excess Transformer Capacity shall be billed at the amount shown in the rates section above.

7. Power Factor Adjustment: When Maximum Demand has exceeded 200 kW for three consecutive months, kilovar metering will be installed as soon as practical, and thereafter, until the Maximum Demand has been less than 150 kW for twelve consecutive months, the billing will be adjusted each month for power factor.

   a. Adjustment Rate:
      i. For service delivered and metered at voltages 12 kV or less, the billing will be increased by $0.27 per kilovar of maximum reactive demand.

   b. Determining the Reactive Demand:
      i. Service delivered and metered at voltages of 4 kV or greater:
         1. The maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15-minute metered interval in the month. The kilovars shall be determined to

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the nearest unit. A device will be installed on each kilovar meter to prevent reverse operation of the meter.

ii. Services delivered and metered at voltages less than 4 kV:

1. For customers with metering used for billing that measures reactive demand, the maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15-minute metered interval in the month. The kilovars shall be determined to the nearest unit. A device will be installed on each kilovar meter to prevent reverse operation of the meter.

2. For customers with metering used for billing that measures kilovar-hours instead of reactive demand, the kilovars of reactive demand shall be calculated by multiplying the kilowatts of measured maximum demand by the ratio of the kilovar-hours to the kilowatt-hours. Demands in kilowatts and kilovars shall be determined to the nearest unit. A ratchet device will be installed on the kilovar-hour meter to prevent its reverse operation on leading power factors.

SCHEDULE SL – STREET LIGHTING SERVICE

MVU OWNED SYSTEM

Applicability

Applicable to un-metered service for the lighting of streets and highways where MVU owns and maintains the street lighting equipment and associated facilities included under this schedule.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Energy Usage Charge - High Pressure Sodium Vapor Lamps

Basic Charge:

Initial Lumens	Wattage	All Night Service Monthly kWhs	**$/Lamp Monthly Charge**	**$/Lamp/Month Public Purpose Programs Charge**
9,500	100	40	$11.33	$0.31
16,000	150	67	$13.46	$0.51
22,000	200	85	$15.04	$0.66
27,500	250	108	$16.35	$0.83

Energy Usage Charge – Light Emitting Diode (LED) Lamps

Basic Charge:

Initial Lumens	Wattage	All Night Service Monthly kWhs	**$/Lamp Monthly Charge**	**$/Lamp/Month Public Purpose Programs Charge**
14,700	173	75	18.90	$0.61

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

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Special Conditions

1. Maintenance shall include periodic inspection, renewal of lamps, cleaning of glassware, replacement of damaged glassware and lamps, and minor repairs to wiring and electrical appurtenances.

2. Hours of Service: Under MVU's standard all night operating schedule, approximately 4,140 hours of service will be furnished.

3. The developer shall install streetlights that will be served from MVU's underground system. These streetlights must be installed in accordance with MVU's specifications and the developer will deed such facilities to MVU.

4. Requirements and Restrictions:

    a. The applicant for street light service shall specify the lamp size and location of streetlights.

    b. Service shall not be furnished under this schedule where location, mounting height, or other considerations are unacceptable to the MVU.

    c. The installation of street lighting equipment and facilities hereunder is contingent upon the MVU obtaining easements, rights of way, and highway permits satisfactory to the MVU for the required poles, equipment, and facilities.

    d. In accordance with Rule No. 4, a written contract for a term of not less than one year is required in order to receive street light service under the provisions of this schedule.

    e. Should the applicant not commence using the street lighting in a bona fide manner within ninety (90) days after date of completion and installation of a street light or street lighting system requested by the applicant, the MVU will bill, and the applicant shall pay, the applicable lamp charge(s).

5. Liability of Utility: MVU shall not, by taking action pursuant to its tariffs, be liable for any loss, damage, or injury, established or alleged, which may result, or be claimed to result, therefrom.

SCHEDULE SL2 – STREET LIGHTING SERVICE
CUSTOMER OWNED AND MAINTAINED SYSTEM SCHEDULE
(UNMETERED)

Applicability

Applicable to service for un-metered lighting of streets, highways, and directional highway signs served in conjunction with street and highway lighting, and other publicly operated automobile parking lots which are open to the general public, where the customer owns and maintains the street lighting equipment operated within the period from dusk to dawn.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Energy Usage Charge - High Pressure Sodium Vapor Lamps

Basic Charge:

Initial Lumens	Wattage	All Night Service Monthly kWhs	**$/Lamp Monthly Charge**	**$/Lamp/Month Public Purpose Programs Charge**
9,500	100	40	$ 4.99	$0.31
16,000	150	67	$ 6.62	$0.51
22,000	200	85	$ 7.76	$0.66
27,500	250	108	$ 9.21	$0.83

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Voltage: Service will be supplied at one standard voltage.

2. Requirements and Restrictions:

a. The applicant for street light service shall specify the lamp size and location of streetlights.

b. Service shall not be furnished under this schedule where location, mounting height, or other considerations are unacceptable to the MVU.

c. The installation of street lighting equipment and facilities hereunder is contingent upon the MVU obtaining easements, rights of way, and highway permits satisfactory to the MVU for the required poles, equipment, and facilities.

3. Liability of Utility: MVU shall not, by taking action pursuant to its tariffs, be liable for any loss, damage, or injury, established or alleged, which may result, or be claimed to result, therefrom.

SCHEDULE SL3 – STREET LIGHTING SERVICE
CUSTOMER OWNED SYSTEM SCHEDULE
(METERED)

Applicability

Applicable to service for metered lighting service of streets, highways, and directional highway signs served in conjunction with street and highway lighting, and other publicly operated automobile parking lots which are open to the general public, where the customer owns the street lighting equipment operated within the period from dusk to dawn.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge – Per meter per Month	$14.75
Energy Usage Charge - $/kWh	
All Year - all kWh, per kWh	$ 0.05525
Public Purpose Programs	
All kWh, per kWh	$0.00772

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Voltage: Service will be supplied at one standard voltage.

2. The customer will furnish and maintain all equipment beyond the meter.

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SCHEDULE TC-1 – TRAFFIC CONTROL SERVICE

Applicability

Applicable to service for traffic directional sign or signal lighting service owned by governmental agencies and located on streets, highways and other publicly dedicated outdoor ways and places.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge – per Meter per Day	
Single-Phase Service	$ 0.546
Polyphase Service	$ 0.034
Energy Usage Charge - $/kWh	
All Year - all kWh, per kWh	$ 0.10740
Public Purpose Programs	
All kWh, per kWh	$0.01259

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Voltage: Service will be supplied at one standard voltage.

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SCHEDULE TOU-LGS – TIME OF USE – LARGE GENERAL SERVICE

Applicability

Applicable to nonresidential electric service for all types of uses including lighting and power where the customer's monthly maximum demand is expected to exceed 500 kW or has exceeded 500 kW in any of the 3 months during the preceding 12 months.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge - $/Meter/Month	$580.50	
Energy Usage Charge - $/kWh		
Summer		
On-Peak	$ 0.12058	
Mid-Peak	$ 0.06805	
Off-Peak	$ 0.04436	
Winter		
Mid-Peak	$ 0.06951	
Off-Peak	$ 0.04939	
Demand Charge- $/kW	Summer	Winter
Facilities Related Demand Charge, per kW	$14.95	$14.95
Time Related Demand Charge, per kW		
On-Peak	$22.11	$0.00
Mid-Peak	$6.25	$0.00
Off-Peak	$0.00	$0.00
Public Purpose Programs		
All kWh per kWh	$ 0.01098	
Monthly Minimum :	See Condition #4	

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned

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utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Time periods are defined as follows:

On-Peak:	Noon to 6:00 p.m. Summer weekdays except holidays
Mid-Peak:	8:00 a.m. to Noon and 6:00 p.m. to 11 p.m. Summer weekdays except holidays; 8 a.m. to 9 p.m. Winter weekdays except holidays
Off-Peak:	All other hours

   Holidays are defined as New Year's Day (January 1), Martin Luther King's Birthday (third Monday in January), Washington's Birthday (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veterans Day (November 11), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

   When any holiday listed above falls on Sunday, the following Monday will be recognized as an off-peak period. No change will be made for holidays falling on Saturday.

2. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on the first Sunday in June and will continue until 12:00 a.m. on the first Sunday in October of each year. The Winter season begins at 12:00 a.m. on the first Sunday in October and continue until 12:00 a.m. on the first Sunday in June of the following year.

3. Voltage: Service will be supplied at one standard voltage.

4. Billing Demand: The Billing Demand shall be the kilowatts of Maximum Demand, determined to the nearest kW. The Billing Demand shall be the greater of the kilowatts of Maximum Demand recorded (or established for) the monthly billing period or 50% of the highest Maximum Demand established in the preceding eleven months (Ratcheted Demand).

5. Maximum Demand: The maximum demand in any month shall be the measured maximum average kilowatt input, indicated or recorded by instruments to be supplied by the City, during any 15-minute metered interval in the month.

6. Excess Transformer Capacity: Transformer Capacity is the amount of transformer capacity requested by a customer in excess of that which the City would normally install to serve the customer's Maximum Demand. Excess Transformer Capacity shall be billed at the amount shown in the rates section above.

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7. Power Factor Adjustment: The billing will be adjusted each month for power factor.

    a. Adjustment Rate: The customer's bill will be increased each month for the power factor $0.27 per kilovar of maximum reactive demand.

    b. The maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15 minute metered interval in the month. For customers with metering used for billing that measures kilovar-hours instead of reactive demand, the kilovars of reactive demand shall be calculated by multiplying the kilowatts of measured maximum demand by the ratio of the kilovar-hours to the kilowatt-hours. Demands in kilowatts and kilovars shall be determined to the nearest unit. A device will be installed on the kilovar-hour meter to prevent its reverse operation on leading power factors.

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SCHEDULE SE - SERVICE ESTABLISHMENT CHARGE

Applicability

Applicable to general service and domestic service customers.

Territory

Within the entire territory served by Moreno Valley Utility.

Rate

For each establishment of electric service, a charge will apply.

Special Conditions

1. The service establishment charge is in addition to the charges calculated on the applicable rate schedule and will be made each time an account is established.

2. Establishment means each time an account is opened, including a turn on of electric service or a change of name that requires a meter reading.

3. If the customer requests electric service be established on the same day as his request or outside regular business hours, an additional charge will apply.

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SCHEDULE NEM – NET ENERGY METERING

Applicability

Applicable to general service and domestic service customers who have eligible renewable energy generation systems connected to MVU's system (interconnected) and meet program requirements.

Territory

Within the entire territory served by Moreno Valley Utility.

Net Surplus Compensation Rate

The net surplus compensation rate shall be $0.08979 per kWh applied to any net surplus energy remaining at the end of the customer's twelve (12) month billing period ("relevant period").

Special Conditions

1. NEM customers will receive a credit for the surplus electricity supplied to MVU's system.
2. This credit will be applied to the customer's energy bill, to offset all or part of the costs associated with the energy that is consumed each month.
3. Residential accounts are billed once a year for "net" energy consumed or generated over the previous 12 months, if any.
4. Small business accounts served under the General Service Rate also qualify for annual billing.
5. Large business NEM accounts under the Large General Service Rate are billed monthly for their energy usage.
6. Net surplus energy is the amount of generated kilowatt-hours (kWh) energy that is exported to MVU's system that exceeds the amount that is received from MVU.
7. Any net surplus energy remaining at the end of the 12-month billing period (also called the "relevant period") will be given a monetary value known as the Net Surplus Compensation Rate (NSCR).
8. The NSCR value is established by MVU to reflect the costs MVU avoids in procuring power during the time period net surplus generators are likely to produce excess power.
9. Customers may choose to either roll over the monetary value of any net surplus energy to the next billing cycle, or receive payment for any net surplus energy at the end of your 12-month relevant period.
10. Customers will be billed monthly for nominal non-energy-related charges such as taxes.

SCHEDULE ED – ECONOMIC DEVELOPMENT ("ED") RATE

Applicability

Commercial or industrial end-use customers that would otherwise receive service under Electric Rate Schedule TOU-LGS (Time of Use-Large General Service) and meet certain criteria as established and adopted by resolution of the City Council of the City of Moreno Valley may take advantage of the ED rate as a New Customer or Expanded Load Customer. This ED rate is applicable to all or part of the services provided to New Customers and Expanded Load Customers, as such terms are defined herein.

1. A New Customer shall be a customer seeking to locate a new business or relocate an existing business (not currently located within the territory served by Moreno Valley Utility) within Moreno Valley Utility's service territory.
2. An Expanded Load Customer shall be an existing Moreno Valley Utility TOU-LGS customer that is adding new load to Moreno Valley by a minimum of 200 kW based upon the customer's past electrical demand as determined by Moreno Valley Utility. The expanded load can be at the customer's current site, or at a new site within the Moreno Valley Utility service territory. The ED rate will only be applied to the expanded load as determined in Section 5 below.
3. A New Customer shall meet the following criteria:
    - a. Targeted industries
        - i. Logistics/Distribution
        - ii. Medical/Healthcare
        - iii. Auto Dealerships
    - b. Building/Area size
        - i. Logistics/Distribution 500,000 sf minimum
            1. Tier 5 Discount Rate
                - a. Regional Corporate Office Space 50,000 sf minimum
                - b. Perishable Space 200,000 sf minimum
        - ii. Medical/Healthcare 100,000 sf minimum
        - iii. Auto Dealerships 5 acres
    - c. Job Creation
        - i. Tier 1 Discount Rate 150 – 499 jobs
        - ii. Tier 2 Discount Rate 500 – 999 jobs
        - iii. Tier 3 Discount Rate greater than 1000 jobs
        - iv. Tier 4 Discount Rate 350 jobs minimum
        - v. Tier 5 Discount Rate 200 jobs minimum
    - d. City Revenue Producer – either sales tax or use tax generation
        - i. Tier 1a Discount Rate
        - ii. Tier 4 Discount Rate minimum $40,000 annual sales tax revenue to the City

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Territory

Within the entire territory served by Moreno Valley Utility.

Character of Service

The service provided hereunder shall be alternating current with regulated frequency of 60 hertz, three-phase, or a combination single and three-phase served through one meter, at a standard voltage not to exceed 480 volts, or as may be specified by the Electric Division. To be eligible to participate all customers must have a demand meter.

Rates

Except as provided herein, or in the Economic Development Rate Agreement, all charges and provisions of the customer's otherwise applicable rate schedule shall apply. The applicable Energy Charge and Demand Charge under the customer's otherwise applicable rate schedule will be reduced as follows:

	Tier 1/Tier 1a	Tier 2	Tier 3	Tier 4	Tier 5
Years 1 - 2	15%	20%	20%	20%	20%
Years 3 - 4	12%	15%	20%	20%	20%
Years 5 – 6	10%	10%	15%	20%	20%
Years 7 -12	-	-	-	20%	20%
Years 13 - 18					20%

Special Conditions

1. Term: Economic Development Rate Agreements entered into under this Schedule shall be for a single six-year term, except for Tier 4, which shall be for a single twelve-year term and Tier 5, which shall be for a single eighteen-year term.
2. Approval: Application of this Rate Schedule shall be subject to the approval of the City Manager or his designee, based on meeting the eligibility criteria outlined herein.
3. Agreement: The customer must sign a standard Moreno Valley Economic Development Rate Agreement in order for the rates under this Schedule to be applicable. In addition to the other terms of this Schedule, the Economic Development Rate Agreement shall require the customer to reimburse Moreno Valley for all rate reductions received under this Schedule, if the customer fails to maintain the required minimum load during the applicable term of the Agreement.

4. Minimum Load: Customers qualifying under this Schedule as a New Customer with a projected minimum monthly electric demand of at least 500 kW or as an Expanded Load Customer under Applicability Sections 1and 2 above, respectively, must agree to maintain a minimum level of load for six years for Tier 1/1a, Tier 2, and Tier 3 discounts, twelve years for Tier 4 discount, and eighteen years for Tier 5 discount from the date service is first rendered under this Schedule as set forth in the Economic Development Rate Agreement.
5. Base Period Usage: Base Period Usage shall be established and agreed to in the Economic Development Rate Agreement for Expanded Load Customers. Base Period Usage shall be the average monthly energy use and demand for the customer during the last three years of service to the customer, from the date ending the last payment period before the date of the Agreement. Expanded Load qualifying for the rate under this Schedule shall be measured as the difference between the new monthly, meter documented energy use and demand, and the Base Period Usage.
6. State Mandated Public Purpose Program Charge: All bills rendered under this Schedule shall be subject to the Public Purpose Program Charge as established by the City Council.
7. Miscellaneous Fees and Charges: Rates charged pursuant to this Schedule shall be subject to any Energy Users Taxes, Utility Users Taxes, and any other governmental taxes, duties, or fees which are applicable to Electric Service provided to Customer by the City of Moreno Valley. Rates are also subject to adjustment, as established by the City of Moreno Valley City Council in response to federal or state climate change laws, renewable portfolio standard or other mandated legislation. These adjustments may include but are not limited to charges to mitigate the impacts of greenhouse gas emissions or "green power" premiums.
8. Expanded Load: Expanded Load customers applying for this rate must demonstrate to the satisfaction of the Utility that the expanded load is new to Moreno Valley.
9. Effective Date: The effective date of the Economic Development Rate Agreement shall commence within 12 months from the date of the City's approval, or the Agreement becomes null and void. The Agreement becomes effective upon execution by the parties, and the Economic Development Rate commences upon written notice by customer, and coincides with the customer's normal billing cycle.
10. Reapplication: Customers who have received service under the Economic Development Rate are eligible to reapply for the rate as an Expanded Load Customer 12 months after their current Economic Development Rate Agreement has expired, if they meet the criteria therefore.
11. Restrictions: Residential customers and federal, state or local government agencies are not eligible to apply for service under this Schedule.

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AGREEMENT FOR ON-CALL LEGAL SERVICES

This Agreement by and between the City of Moreno Valley, a municipal corporation, the Housing Authority of the City of Moreno and/or the Moreno Valley Community Services District (hereafter referred to collectively as "City") and the law firm of Meyers Nave ("Attorneys"), is made and becomes effective August 1, 2013.

Section 1. Subject of the Agreement

This Agreement is for general on-call legal services on an as-needed basis as requested by the City Attorney. The City may, at its sole discretion, by and through its City Attorney, employ other attorneys to perform the same type of legal services.

Section 2. Standard of Performance

Attorneys will perform all legal work referred to them in a professional manner pursuant to the standards of their profession and the rules and statutes governing their conduct.

A. Attorneys will furnish all office space, equipment, labor, materials, supplies, reference and background data and information necessary to accomplish the assigned tasks, except as otherwise provided in this Agreement.

B. Attorneys will keep the City Attorney apprised of the amount of hours spent working on the assigned work.

Section 3. Compensation

A. Attorneys will provide up to 22 hours per month of services for $5,000.00 per month. Any unused hours in any month will be considered a credit and may be used in a subsequent month in the same fiscal year. If any month exceeds 22 hours of work, attorney rates are $265.00 per hour and paralegal rates are $135.00 per hour. Attorneys shall advise the City Attorney when 22 hours of service have been met in any month for budget control purposes. Compensation for this Agreement shall not exceed $70,000 per fiscal year and Attorneys shall not be obligated to provide additional services within the then current fiscal year if costs in that fiscal year equal $70,000.

Except for reimbursable expenses defined below, such compensation shall be the sole and total remuneration for the services rendered pursuant to this Agreement.

B. Reimbursement of expenses

The City will reimburse actual, reasonable and necessary out-of-pocket expenses incurred by Attorneys in performing the services under this Agreement as follows:

1. Long distance telephone charges
2. Photocopying at no more than $0.15 per page
3. Computerized legal research at the actual amount charged to Attorneys

To obtain reimbursement, Attorneys will submit a summary of these expenses, along with supporting receipts, within 30 days of the expense being incurred.

C. Invoice

Attorneys agree to invoice the City monthly. All charges must be itemized by Attorneys.

D. Tax information

Attorneys agree to provide a completed federal W-9 form to facilitate tax reporting for payments under this Agreement.

Section 4. Conflict of Interest

Attorneys represent that they presently have no material financial interest other than that which may be held by the general public and shall not acquire any interest, direct or indirect, in any contract or decision made on behalf of City which may be affected by the services to be performed by the Attorneys under this Agreement. Attorneys further agree that they shall employ no person having any such interest. If Attorneys or their employees acquire a direct or indirect personal interest, such interest shall be immediately disclosed to the City and the interested individual shall abstain from any contracts or decisions under this Agreement.

In addition to the proscriptions regarding conflicts of interest imposed on attorneys by the Business and Professions Code and by Rule 3-310 of the California Rules of Professional Conduct, Attorneys represent that no attorney shall represent clients before any board, commission, committee or agency of the City or represent a client adverse to the City for a period of one year from the date of termination of this Agreement.

Section 5. Indemnification and Hold Harmless

Attorneys agree to defend and indemnify City for any claims or lawsuits against City which are based on contentions that negligence or misconduct by Attorneys proximately caused damage to the claimant or plaintiff.

No official or employee of City shall be personally liable for any default or liability under this Agreement.

Section 6. Nondiscrimination

In the performance of this Agreement, Attorneys shall not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, sexual orientation or medical condition. Attorneys shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, age, sex, national origin, sexual orientation or medical condition. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.

Section 7. Insurance

A. General Liability Insurance: During the entire term of this Agreement, Attorneys agree to procure and maintain general liability insurance at their sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of the Attorneys or any person acting for the Attorneys or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of Attorneys or any person acting for Attorneys or under its control or direction. Such liability and

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property damage insurance shall also provide for and protect the City against incurring any legal cost in defending claims for alleged loss. Such liability and property damage insurance shall be maintained in full force and effect throughout the term of the Agreement and any extension thereof in the minimum limits provided below:

B. Automobile Liability: Attorneys shall procure and maintain, at their sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than $500,000 combined single limit.

C. Professional Liability Insurance: During the entire term of this Agreement, Attorneys shall procure and maintain, at their sole expense, professional liability insurance to protect the City, the Moreno Valley Community Services District, and the Community Redevelopment Agency of the City of Moreno Valley against liability arising from errors or omissions committed in the performance of their work with coverage limits of not less than $1,000,000 per occurrence.

D. Workers' Compensation Insurance: Attorneys shall procure and maintain, at their sole expense, workers' compensation insurance in such amounts as will fully comply with the laws of the state of California.

E. Primary Coverage and Insurance Company Ratings: The coverages provided pursuant to this Agreement shall be primary insurance and not contributory with any other insurance. Insurance companies providing insurance hereunder shall be rated (A-: VII – Admitted) or better in the Best's Insurance Rating Guide.

F. Notice to City, Insurance Coverage Change: A certificate of insurance or an appropriate insurance binder evidencing each of the above referenced insurance coverage shall be submitted prior to the execution of this Agreement. Such evidence of insurance shall be sent to the attention of the requesting department and shall reference a project number, where appropriate.

Solely as respect to work done by or on behalf of the named insured for the City, it is agreed that the City of Moreno Valley, the Moreno Valley Community Services District, and the Housing Authority of the City of Moreno Valley are added as additional insureds under the general liability policy. A policy endorsement or an appropriate insurance binder evidencing the required general liability insurance must accompany the certificate of insurance. The endorsement shall be signed by a person authorized by that insurer to bind coverage on its behalf.

The terms of the insurance policies or policies issued to provide the above insurance coverage may not be amended or canceled by the carrier, without thirty (30) days prior written notice by certified or registered mail or amendment or cancellation to the City, except that cancellation for nonpayment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event that the said insurance is canceled, Attorneys shall, prior to the cancellation date, submit to the City new evidence of insurance in the amounts established.

Section 8. Independent Contractor

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Attorneys, and anyone employed by Attorneys, are not and shall not be deemed to be employees of the City. Attorneys are solely responsible for the payment of employment taxes, workers' compensation and any similar taxes for any employees of Attorneys.

Section 9. Files

All legal files of Attorneys pertaining to the City shall be and remain the property of the City. Attorneys will control the physical location of such legal files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

Section 10. Notices

Any notices under this Agreement by either party to the other may be given by either personal delivery in writing or by mail. Notices must be delivered or mailed to the following:

If to Attorneys:

Steven Mattas
Meyers Nave
633 W. 5th Street, Suite 1700
Los Angeles, CA 90071

If to City:

Suzanne Bryant
City Attorney
City of Moreno Valley
P. O. Box 88005
Moreno Valley, CA 92552-0805

Section 11. Entire Agreement of the Parties

This Agreement represents the parties' final and mutual understanding. It replaces and supersedes any prior agreements, whether oral or written except for litigation matters.

Section 12. Nonassignment

Neither this Agreement nor any portion shall be assigned by Attorneys without the prior written consent of City.

Section 13. City Agent

Suzanne Bryant, City Attorney, for the purpose of this Agreement, is the agent for the City. Whenever approval or authorization is required, Attorneys understand that the City Attorney has the authority to provide that approval or authorization.

Section 14. Term of Agreement

The term of this Agreement shall be from August 1, 2013 until June 30, 2015.

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It is understood by and between the parties that City may also hire Attorneys for other matters subsequent to the execution of this Agreement.

Section 15. Termination

This Agreement may be terminated by City with or without cause upon thirty (30) days written notice to Attorneys. City shall be responsible for payment of all services rendered and costs incurred by Attorneys prior to the termination date. Attorneys may terminate this Agreement with or without cause upon thirty (30) days written notice to City and only if City will suffer no actual or perceived harm or prejudice in any pending matter by Attorneys' termination. Upon Attorneys' termination of this Agreement, Attorneys, upon the request of the City, will continue to represent City on any specified matters pending at that time of the termination until completion or reassignment to new Attorneys, whichever occurs first. The rates and terms of compensation shall continue to be the same as set forth above.

Section 16 Resolution of Fee Disputes

The City is entitled to require that any fee dispute be resolved by binding arbitration in Riverside pursuant to the arbitration rules of the Riverside County Bar Association for legal fee disputes. In the event that the City chooses not to utilize the Riverside County Bar Association's arbitration procedures, the City agrees that all disputes regarding the professional services rendered or fees charged by Attorneys shall be submitted to binding arbitration in Riverside to be conducted by the American Arbitration Association in accordance with its commercial arbitration rules.

Section 17. Modification

This Agreement may not be modified or replaced except by another signed written agreement.

Section 18. Partial Invalidity

Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

Section 19. No Waiver

The waiver of any breach of any provisions of this Agreement does not waive any other breach of that term or any other term in this Agreement.

Section 20. Attorneys' Fees

If a party brings any action, including an action for declaratory relief to enforce or interpret the provisions of this Agreement, the prevailing party is entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. Such fees may be set by the court in the same action or in a separate action brought for that purpose.

Section 21. Governing Law

This Agreement shall be construed – and its performance enforced – under California law.

Section 22. Survival

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the City and Attorneys survive the termination of this Agreement.

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IN WITNESS THEREOF, the parties have executed this Agreement on the day and date signed by the City Attorney.

Dated: _____

Firm: Meyers Nave

By: _____
Steven T. Mattas

Dated: _____

CITY OF MORENO VALLEY,
A Municipal Corporation

By: _____
Suzanne Bryant, City Attorney

2098806.2

MV00209352

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Abdul Ahmad, Fire Chief

AGENDA DATE: July 9, 2013

TITLE: APPROVE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF RIVERSIDE OFFICE OF EMERGENCY MANAGEMENT REGARDING URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDING FOR FEDERAL FISCAL YEAR 2011

RECOMMENDED ACTION

Recommendations:

1. Adopt Resolution No. 2013-62 of the City of Moreno Valley, California, approving the Memorandum of Understanding with the City of Riverside Office of Emergency Management regarding the Urban Area Security Initiative (UASI) grant funding for Federal Fiscal Year 2011.

2. Authorize the allocation of $8,000 for expenditures related to the UASI grant funding for Federal Fiscal Year 2011 not to exceed the amount of grant award.

3. Authorize the City Manager or her designee to execute the Certificate of Non-Supplanting.

4. Authorize the City Manager or her designee to execute the Riverside Urban Area Security Initiative Certification Regarding Debarment, Suspension, and other Responsibility Matters.

5. Authorize the City Manager or her designee to execute the California Emergency Management Agency Fiscal Year (FY) 2011 Grant Assurances.

6. Accept the grant award from the City of Riverside Office of Emergency Management regarding the Urban Area Security Initiative (UASI) grant funding for

Federal Fiscal Year 2011.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

Since 2004, the United States Department of Homeland Security (DHS), through the State of California Emergency Management Agency (Cal EMA) acting as the State Administrative Agency, has designated areas as being eligible for Urban Area Security Initiative (UASI) grant funds. The City of Moreno Valley is a participating agency within the Riverside UASI and is eligible for reimbursement associated with conferences and training.

DISCUSSION

The City of Riverside is designated as the Single Point of Contact (SPC) for the grant application and financial management of the UASI grant funding for Federal Fiscal Year 2011. This grant has a performance period of November 18, 2011 through April 30, 2014. The SPC responsibilities include serving as the application lead; financial and reporting management; and coordination of grant requirements with DHS.

On May 1, 2013 a letter was received by the Fire Department authorizing reimbursement to the City of Moreno Valley for Office of Emergency Management (OEM) staff to attend various conferences and training utilizing UASI grant funding for Federal Fiscal Year 2011. In order to receive reimbursement from this grant for conferences that will be attended by OEM Staff, the City of Moreno Valley is required to file the following paperwork with the City or Riverside Office of Emergency Management:

- Memorandum of Understanding
- Grant Assurances
- Certificate of Non-Supplanting
- Certification Regarding Debarment
- A copy of the City of Moreno Valley Travel Policy

ALTERNATIVES

1. Approve and authorize the recommended action as presented in this staff report. *This alternative allows for the cost recovery of expenses associated with training and travel that is authorized by the Riverside UASI.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will result in the postponement of necessary training for Office of Emergency Management staff until other grant funding can be identified.*

FISCAL IMPACT

The UASI grant funding for Federal Fiscal Year 2011 provides for 100% reimbursement of registration and travel costs associated with specific training opportunities for Office of Emergency Management staff as outlined by the Riverside UASI. The Fire Department is requesting $8,000 to be allocated to 2503-40-47-74111-620510 for expenditures related to the UASI grant funding for Federal Fiscal Year 2011 which has a performance period of November 18, 2011 through April 30, 2014. All expenditures are offset with corresponding grant reimbursement and therefore there is no net impact to the City's General Fund. Expenditures will not exceed the amount of the grant award.

Proposed Budget Appropriation Adjustment for Fiscal Year 2013/2014:

Cat.	Fund	Account Number	Account Type	FY 13/14 Adopted Budget	Proposed Adjustment	FY 13/14 Revised Budget
G/L	EMPG – Emergency Mgmt Grant	2503-40-47-74111-487000	Revenue	$0	$8,000	$8,000
G/L	EMPG – Emergency Mgmt Grant	2503-40-47-74111-620510	Expense	$0	$8,000	$8,000

CITY COUNCIL GOALS

Revenue Diversification and Preservation - Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

ATTACHMENTS

Attachment 1 Resolution Approving the Memorandum of Understanding with the City of Riverside Office of Emergency Management Regarding the Urban Area Security Initiative (UASI) Grant Funding for Federal Fiscal Year 2011

Attachment 2 Riverside Urban Area Security Initiative Certification Regarding Debarment, Suspension, and other Responsibility Matters

Attachment 3 Certificate of Non-Supplanting

Attachment 4 California Emergency Management Agency FY2010 Grant Assurances

Attachment 5 City of Moreno Valley Travel and Related Business Expense Policy

Prepared By:
Cynthia Owens
Management Assistant

Department Head Approval:
Abdul Ahmad
Fire Chief

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF RIVERSIDE OFFICE OF EMERGENCY MANAGEMENT REGARDING URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDING FOR FEDERAL FISCAL YEAR 2011

WHEREAS, the United States Department of Homeland Security, through the State of California Emergency Management Agency, has allocated Federal Fiscal Year 2011 Urban Area Security Initiative (UASI) grant funding to the Riverside UASI which is administered by the City of Riverside Office of Emergency Management; and

WHEREAS, the City is familiar with the terms, conditions, and limitations of any such grant; and

WHEREAS, the City received a letter dated May 1, 2013 authorizing reimbursement for staff from the City's Office of Emergency Management to attend various conferences and training from the Riverside UASI for which the City of Riverside Office of Emergency Management is the lead agency of the Fiscal Year 2011 UASI grant funding; and

WHEREAS, in order to receive this funding, the Mayor must sign the Memorandum of Understanding with the City of Riverside Office of Emergency Management regarding Urban Area Security initiative (UASI) grant funding for Federal Fiscal Year 2011.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

That the City of Moreno Valley will enter into a Memorandum of Understanding with the City of Riverside Office of Emergency Management regarding the Urban Area Security Initiative (UASI) grant funding for Federal Fiscal Year 2011 attached hereto as Exhibit A and incorporated herein by this reference.

APPROVED AND ADOPTED this 9th day of July, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00209358

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-62 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 9th day of July, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

MV00209359

MEMORANDUM OF UNDERSTANDING
CITY OF RIVERSIDE OFFICE OF EMERGENCY MANAGEMENT
AND THE_____
REGARDING URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDING
FOR FEDERAL FISCAL YEAR 2011

THIS MEMORANDUM OF UNDERSTANDING (MOU) is effective _____, 20__, between THE CITY OF RIVERSIDE OFFICE OF EMERGENCY MANAGEMENT and the _____ ("Participating Agency") under the following terms and conditions:

1. The Participating Agency agrees to comply with the Grant Assurances for Urban Area Security Initiative (**Attachment A**).

2. The Participating Agency agrees to comply with United States Department of Homeland Security – Homeland Security Grant Program guidance, processes and requirements.

3. The Participating Agency agrees that all equipment, supplies and training funded through the UASI program is for the mutual benefit of the Riverside UASI Region and not for the exclusive benefit of the Participating Agency.

4. The Participating Agency agrees that all equipment, supplies and technical expertise developed through training funded by the UASI program is to be made available for emergency use through established mutual aid systems, established mutual aid agreements or made reasonably available through a valid request by a member jurisdiction or organization of the Riverside UASI.

5. The Participating Agency agrees to provide prior to being funded the most recent copy of their; 1. NIMSCAST Report and 2. Single Audit Report.

6. The Participating Agency agrees to submit a Monthly Project Progress Report (**Attachment B**) by the 15th day of each month in accordance with the UASI grant program guidelines.

7. The participating agency agrees to designate a Project Manager and Grant Manager for each project awarded and provide the contact information of those individuals to the City of Riverside Office of Emergency Management / UASI. Upon any changes to the original designation the agency will provide written notification and updated contact information.

8. The Participating Agency agrees to maintain all documentation supporting all expenditures reimbursed from grant funds, and ensure all expenditures are allowable under grant requirements. Recipients that expend $300,000 or more of federal funds during their respective fiscal year agree to submit an organization wide financial and compliance audit report. The audit shall be performed in accordance with the U. S. General Accounting Office Government Auditing Standards and OMB Circular A-133 (Federal Grantor Agency: U. S. Department of Homeland Security; Pass-Through Agency: Office of Homeland Security; Program Title: Public Assistance Grants; Federal CFDA Number: 97.008). The records shall be maintained and retained in accordance with UASI grant requirements and shall be available for audit and inspection by the City and designated grant agent personnel.

9. The Participating Agency agrees that all its expenditures shall be in accordance with the approved project expenditures and allowable costs as submitted to the City and approved by the California Emergency Management Agency (Cal EMA) and the U.S. Department of Homeland Security Grants Program Directorate.

10. The Participating Agency agrees to defend, indemnify, and hold harmless the City, its agents, officers, and employees, from and against all liability arising out of the Participating Agency's acts or omissions under this MOU.

11. The City agrees to defend, indemnify, and hold harmless the Participating Agency, its agents, officers, and employees, from and against all liability arising out of the City's acts or omissions under this MOU.

12. The Participating Agency agrees to provide the Certificate of Non-Supplanting (**Attachment C**).

13. The Participating Agency agrees to provide the Certification regarding Debarment, Suspension and Other responsibility matters (**Attachment D**).

14. The Subgrantee Performance Period for the FY 2011 UASI funding cycle is from November 18, 2011 to January 31, 2014.

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IN WITNESS WHEREOF, this Memorandum of Understanding is entered into by the City of Riverside Office of Emergency Management and the _____, by and through their authorized representatives.

CITY OF RIVERSIDE

By: _____

Title: _____

Attest:

By: _____
Colleen J. Nicol

Title: _____
City Clerk

Approved as to form:
By: _____
James E. Brown

Title: _____
Supervising Deputy City Attorney

PARTICIPATING AGENCY

By: _____

Title: _____

Attest:

By: _____

Title: _____

MV00209362

Governing Body Resolution
(For Operational Areas and Urban Area's)

BE IT RESOLVED BY THE _____
(Governing Body)

OF THE _____ *THAT*
(Name of Applicant)

_____, *OR*
(Name or Title of Authorized Agent)

_____, *OR*
(Name or Title of Authorized Agent)

_____,
(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of California.

Passed and approved this _____ day of _____, 20_____

Certification

I, _____, duly appointed and
(Name)
_____ of the _____
(Title) (Governing Body)
do hereby certify that the above is a true and correct copy of a resolution passed and approved by the _____ of the _____ on the
(Governing body) (Name of Applicant)
_____ day of _____, 20_____.

_____
(Official Position)

_____
(Signature)

MV00209363

Certificate of Non-Supplanting

My signature below affirms that grant funds from the Urban Area Security Initiative Grant will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose.

Designated Agent:

_____
Printed Name

_____
Signature

_____
Title

_____
Agency

RIVERSIDE URBAN AREA SECURITY INITIATIVE
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Government-wide Debarment and Suspension (Non-procurement). The certification shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction or cooperative agreement.

If it is later determined that an applicant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The applicant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the applicant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in covered transactions, as defined in the applicable CFR

1. The applicant certifies that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency (Note: The terms "covered transaction," "debarred," "suspended," "ineligible," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.);

   b. Have not within a three-year period preceding this application been conflicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and

   d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

2. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach as explanation to this application.

Authorized Agent Signature	Business Name
Name Printed or Typed	Street Address
Date	City, State, Zip Code

California Emergency Management Agency (Cal EMA)

Fiscal Year (FY) 2011 Grant Assurances
(All HSGP Applicants)

Name of Applicant: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Will assure that grant funds will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.

2. Has the legal authority to apply for federal assistance and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, Cal EMA.

3. Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between grant programs (for example: State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System) or fiscal years.

4. Will comply with any cost sharing commitments included in the FY 2011 Investment Justifications submitted to DHS/FEMA and Cal EMA, where applicable.

5. Will give the federal government, the General Accounting Office, the Comptroller General of the United States, the State of California, the Office of Inspector General, through any authorized representative, access to, and the right to examine, all paper or electronic records, books, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards and/or awarding agency directives.

6. Agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines, follow the federal and state approved privacy policies, and achieve (at a minimum) baseline level of capability as defined by the Fusion Capability Planning Tool.

7. Will provide progress reports, and other such information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP) within 45 days of the award, and update via the Grant Reporting Tool (GRT) twice each year.

8. Will initiate and complete the work within the applicable time frame after receipt of approval from Cal EMA.

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9. Will maintain procedures to minimize the time elapsing between the award of funds and the disbursement of funds.

10. Will comply with all regulations applicable to DHS/FEMA grants, including, but not limited to, 44 CFR, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments including, but not limited to, all provisions relevant to the payment of interest earned on advances.

11. Will comply with all provisions of 48 CFR, Part 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations.

12. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other ties.

13. Understands and agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from DHS/FEMA and Cal EMA.

14. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

15. Will notify Cal EMA of any developments that have a significant impact on award-supported activities, including changes to key program staff.

16. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of structures.

17. Will comply, and will assure the compliance of all agents and contractors, with all federal and state statues relating to civil rights and nondiscrimination. These include, but are not limited, to:

    a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin.
    b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of gender.
    c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination against individuals with disabilities.
    d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age.
    e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
    f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
    g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
    h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing.
    i. Title 44 Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.
    j. The requirements of any other nondiscrimination provisions in the specific statute(s) under which the application for federal assistance is being made.
    k. The nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.

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18. In the event that a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds or race, color, religion, national origin, gender, or disability against a recipient of funds, the recipient will forward a copy of the finding to Cal EMA, FEMA and the U.S. Department of Justice Office of Civil Rights, Office of Justice Programs.

19. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.

20. Will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of federal participation in purchases. Will also comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.

21. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

22. Will comply with all applicable federal, state, and local environmental and historical preservation (EHP) requirements. Failure to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Applicant will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require reevaluation of compliance with these EHP requirements.

23. Will comply with all regulations applicable to DHS/FEMA grants including, but not limited to, 44 CFR, Part 10, Environmental Considerations. Applicant will also comply with all state laws, including the California Environmental Quality Act.

24. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of DHS/FEMA and Cal EMA including, but not limited to, ground disturbance, construction, modification to any structure, physical security enhancements, communications towers, any structure over 50 years old, and purchase and/or use of any sonar equipment. The subgrantee must comply with all conditions and restrictions placed on the project as a result of the EHP review. Any construction- related activities initiated without the necessary EHP review and approval will result in a noncompliance finding, and may not be eligible for reimbursement with DHS/FEMA/Cal EMA funding. Any change to the scope of work will require re-evaluation of compliance with the EHP. If ground-disturbing activities occur during the project implementation, the subgrantee must ensure monitoring of the disturbance. If any potential archeological resources are discovered, the subgrantee will immediately cease activity in that area and notify DHS/FEMA, Cal EMA, and the appropriate State Historic Preservation Office.

25. Agrees any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. Subgrantees must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to Cal EMA for review. The EHP Screening Form is part of an Information Bulletin available at: www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award.

26. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not on the Environmental Protection Agency's (EPAs) List of

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Violating Facilities, and will notify Cal EMA and FEMA of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating if a facility to be used in the project is under consideration for listing by the EPA.

27. Will provide any information requested by DHS/FEMA and/or Cal EMA to ensure compliance with applicable laws, including the following:

    a. Institution of environmental quality control measures under the National Environmental Policy Act, National Historical Preservation Act, Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990), Environmental Justice (12898), and Environmental Quality (11514).
    b. Notification of violating facilities pursuant to EO 11738.
    c. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.).
    d. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.).
    e. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523).
    f. California Environmental Quality Act (CEQA), California Public Resources Code Sections 21080-21098: California Code of Regulations (CCR), Title 14, Chapter 3 Sections 15000-15007.
    g. Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
    h. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.), which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

28. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447, and 2448.

29. Agrees that all publications created or published with funding under this grant shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."* The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*

30. Acknowledges that DHS/FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal government purposes: a) the copyright in any work developed under an award or sub-award; and b) any rights of copyright to which a recipient or sub-recipient purchases ownership with federal support.

31. The recipient agrees to consult with DHS/FEMA and Cal EMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

32. Has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the submitted application for federal assistance and after the receipt of federal financial assistance, through the State of California, agrees to the following:

    a. Promptly return to the State of California all the funds received, which exceed the approved, actual expenditures as accepted by the federal or state government.

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b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
c. Separately account for interest earned on grant funds, and will return all interest earned, in excess of $100 per Federal Fiscal Year.

33. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

34. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

35. Will comply, if applicable, with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

36. Understands and agrees that the applicant, grantees, subgrantees, recipients, sub-recipients, employees of the applicant, grantees, subgrantees, recipients and subrecipients, may not:

    a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    b. Procure a commercial sex act during the period of time that the award is in effect; or
    c. Use forced labor in the performance of the award or subawards under the award.

    Applicant understands and agrees that Cal EMA and/or DHS/FEMA may unilaterally terminate any award, without penalty, if the subgrantee that is a private entity:

    d. Is determined to have violated a prohibition identified in paragraph 35, subsections a, b, or c; or
    e. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 35 subsection a, b, or c through conduct that is either:
        i. associated with performance under this award; or
        ii. imputed to the authorized agent or subrecipient using the standards and due process for imputing the conduct of an individual to an organization provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Department and Suspension (Non-procurement)," as implemented by DHS/FEMA at 2 CFR, Part 3000.

    And further understands that subgrantees and subrecipients must:

    f. Inform Cal EMA immediately of any information received from any source alleging a violation of a prohibition in paragraph 35 subsection a, b, or c;
    g. FEMA's right to terminate unilaterally as described in paragraph 35 implements section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 USC 7104(g)). The right of FEMA and Cal EMA to terminate this award unilaterally is in addition to all other remedies for noncompliance that are available under this award.

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h. For purposes of this term:

i. "Employee" means either:

i. an individual employed by the subgrantee or subrecipient who is engaged in the performance of the project or program under this award; or

ii. another person engaged in the performance of the project or program under this award and not compensated by the subgrantee or subrecipient, including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

ii. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage or slavery.

iii. "Private entity" means any entity other than a state, local government, Indian Tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25, and includes non-profit organizations, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b), and for-profit organizations.

iv. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 USC 7102).

37. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

38. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

39. Agrees that "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

40. Agrees that no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.

41. Agrees that where an award recipient, grantee, subrecipient, or subgrantee has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the federal department or agency with whom the classified effort will be performed. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: http://www.dhs.gov/xopnbiz/grants/index.shtm.

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42. Understands that immediately upon determination by the award recipient that funding under this award will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable federal department or agency, for approval and processing instructions.

    DHS Office of Security ISPB contact information:
    Telephone: 202-447-5346
    E-mail: DD254AdministrativeSecurity@dhs.gov

    Mail: Department of Homeland Security
    Office of the Chief Security Officer
    ATTN: ASD/Industrial Security Program Branch
    Washington, DC 20528

43. Agrees with the requirements regarding Data Universal Numbering System (DUNS) Numbers, meaning if recipients are authorized to make subawards under this award, they must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive or make a subaward to any entity unless the entity has provided its DUNS number.

    a. For purposes of this award term, the following definitions will apply:

        i. "Data Universal Numbering System (DUNS)" number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform).
        ii. "Entity", as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C, as a Governmental organization, which is a state, local government, or Indian Tribe; or a foreign public entity; or a domestic or foreign nonprofit organization; or a domestic or foreign for-profit organization; or a federal agency, but only as a sub-recipient under an award or subaward to a non-federal entity.
        iii. "Subaward" means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient. It does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations") and may be provided through any legal agreement, including an agreement that you consider a contract.
        iv. "Subrecipient" means an entity that receives a subaward from you under this award; and is accountable to you for the use of the federal funds provided by the subaward.

44. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally-assisted construction sub-agreements.

45. Agrees that:

    a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

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b. If any other funds than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a Member of Congress in connection with the federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all sub recipients shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

46. Agrees that equipment acquired or obtained with grant funds:

a. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.

b. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.

47. Agrees that funds awarded under this grant will be used to supplement existing funds for program activities, and will not supplant (replace) non-federal funds.

48. Will comply with all applicable federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A102 and A-133, E.O. 12372 and the current Administrative Requirements, Cost Principles, and Audit Requirements.

49. Will comply with all provisions of 2 CFR, including: Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110); Part 225 Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87); Part 220 Cost Principles for Educational Institutions (OMB Circular A-21); Part 230 Cost Principles for Non-Profit Organizations (OMB Circular A-122).

50. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.

51. Agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

52. Will comply with Federal Acquisition Regulations (FAR), part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.

53. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide.

54. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2011 Homeland Security Grant Program Guidance and Application Kit, and the California Supplement to the

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FY 2011 Homeland Security Grant Program Guidance and Application Kit. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the state and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY 2011 Homeland Security Grant Program application. Further, use of FY 2011 funds is limited to those investments included in the California FY 2011 Investment Justifications submitted to DHS/FEMA and Cal EMA and evaluated through the peer review process.

55. Will not make any award or permit any award (subgrant or contract) to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under EOs 12549 and 12689, "Debarment and Suspension".

56. As required by EO 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions, the applicant certifies that it and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency.
    b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

57. Agrees to comply with the Drug-Free Workplace Act of 1988, and certifies that it will or will continue to provide a drug-free workplace by:

    a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
    b. Establishing an ongoing drug-free awareness program to inform employees about:

        i. The dangers of drug abuse in the workplace;
        ii. The grantee's policy of maintaining a drug-free workplace;
        iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
        iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

    c. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
    d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

        i. Abide by the terms of the statement; and
        ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

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TRAVEL AND RELATED BUSINESS EXPENSES

PURPOSE: This policy establishes the basic guidelines for travel on City business. It defines the City's expectations of its employees who are required to travel in connection with their work responsibilities, and clarifies which expenses will be advanced or reimbursed to the employee by the City, and which expenses are considered the personal responsibility of the employee. Business travel is defined as authorized attendance at conferences and seminars, or authorized travel for any other purpose in connection with official City responsibilities. Business travel includes one-day trips and trips requiring one or more overnight stays.

As a general rule, this policy is not intended to cover business meetings of less than one day involving travel of less than 150 miles round trip, even though employees may be reimbursed for their cost of meals and travel. In such cases department head discretion is required and departments may decide that such travel fits within the scope of this policy. As an example, a day trip to Los Angeles to attend a business meeting will likely involve meals and transportation expense reimbursement. However, such travel may involve less than $100 of expenditures and are generally not considered as part of the scope of this policy.

POLICY:

I. General Standards

A. Mandatory Use of the Travel Authorization & Expense Reporting Form ("Travel Form")

1. The Travel Form is a mandatory document for all employees, whether or not one expects to receive a travel advance or reimbursement for business related travel expenses. It serves as an estimate of the total cost of attending conferences, meetings and seminars, and provides documentation of cash advances, vendor payments and credit card purchases. Equally important, it serves as documented authorization to travel on City business and helps identify when the employee is traveling on behalf of the City in case of an accident or other incident.

B. Mandatory Use of the Travel Expense Log

1. The Travel Expense Log is a specially designed record and envelope to assist the employee in accounting for daily travel expenses and consolidating business travel receipts.

2. Employees are to notate each travel expense item requiring a receipt and check the appropriate box for its inclusion in the packet. Receipts are required for reimbursement of out-of pocket expenses and certain advanced expenses such as ground transportation.

3. The Travel Expense Log is submitted to Finance along with the completed Travel Expense Report within 15 workdays after completion of travel.

C. Policy Emphasizes Economy and Practicality with Reasonable Subsistence and Accommodations while on City Business

1. This policy provides for reasonable subsistence, modes of travel, and lodging and accommodations while on City business. The intent is to allow employees to eat in moderately priced restaurants, stay in moderately priced hotels, and travel comfortably. Employees are responsible for using good judgment in making reservations, and travel decisions should emphasize economy and efficiency at all times. For example:

a. When using air travel, employees should always book flights in coach as opposed to first class.

b. Although the Internet offers plenty of specials and low-priced flights, flexibility is often sacrificed and sales are often final. Employees should consider this when

booking their flights and can be held personally accountable if a flight is booked incorrectly, costing the City money. To provide more flexibility, designated travel agencies should be used.

c. When choosing a hotel for a conference, it is preferable to stay at the hotel where the conference is being held even though it may be slightly more expensive than others in the area.

2. It is permissible to combine personal travel with business travel, such as departing for a business conference a few days early to utilize personal vacation time. But only strictly business-related expenses will be advanced or reimbursed and personal travel shall not result in higher business travel costs or they must be reimbursed to the City.

D. Policy is Not Intended to be All Inclusive

1. This policy is not intended to address every issue, exception or contingency that may arise in the course of City travel or attendance at meetings.

2. Accordingly, the basic standard that should always prevail is to use good judgment and economy in the use and stewardship of City funds.

II. Travel Authorization & Expense Reporting Form ("Travel Form")

A. Travel Authorization

1. Travel Authorization approval by a department head is required whenever:

a. Total estimated cost will exceed $200; or

b. Overnight accommodations will be required.

2. Division Manager authorization can be substituted for department head authorization for employee travel that is estimated at $200 or less and does not involve overnight accommodations.

3. Travel Restrictions

a. Out-of-state travel authorizations require City Manager approval (or his designee).

b. Department Head travel authorizations require City Manager approval (or his designee)

4. Determining Methods of Payment for Travel Expenses

a. The City will pay for legitimate and reasonable travel-related business expenses, including transportation, lodging, registration fees, meals, and any other related expenses if they are for official business and fit within these guidelines.

b. There are four methods of payment for travel-related expenses: (1) direct payment to vendors by check, (2) payment by City CAL-Card or credit card, (3) reimbursement to the employee for out-of-pocket expenses, and (4) cash advances, which include per diem.

c. Direct payments to vendors are made by the City to an organization to pay for specific costs related to the trip. These are usually registration fees, lodging and airfare.

d. City CAL-Card or credit card may be used to prepay travel expenses, including registration fees, lodging and airfare, or may be used to cover expenses as they arise on the trip. CAL-Cards and credit cards may not be used to advance per diem.

e. The employee will be reimbursed for actual, reasonable and allowable out-of-pocket expenses related to travel on City business. The employee must account for out-of-pocket expenses with receipts and utilizing the Travel Expense Log.

f. Cash advances, including per diem, are lump sum payments made to the employee prior to one's travel based on reasonable estimated expenses. Ground transportation is often difficult to estimate, but may be advanced to the employee using reasonable estimates based on the itinerary. Upon the employee's return, and with the exception of per diem expenses, the employee must account for advanced expenses with receipts and utilizing the Travel Expense Log. Advances exceeding substantiated expenses must be returned to the City. If authorized expenses (excluding meals and incidentals covered by per diem) exceed the amount advanced, the City will reimburse the employee for the difference.

Note: Receipts are not needed to justify meals and incidental expenses covered by per diem.

g. To obtain direct vendor payments or to receive a cash advance, the employee must do the following prior to his trip:

1) Complete the appropriate sections of the Travel Form. The form is available on the City's Intranet under "Forms".

2) Attach documentation for all payments requested. This would include copies of registration forms, announcements, itineraries, and copies of seminar brochures that provide detail of costs.

3) Attach completed and signed Direct Pay forms for all travel-related payment requests.

a) Include the appropriate authorization signatures.

b) Retain a copy of the completed form to reconcile and account for actual expenses upon return from trip.

c) Submit the Travel Form and any Direct Pay forms to the Accounts Payable Unit of the Finance Department.

5. Per Diem (Meals and Incidentals)

a. Meals and incidentals, as defined by IRS guidelines, include all meals and miscellaneous hotel services, such as tips to waiters and porters. Per Diem will be paid at the current rates established by IRS guidelines determined by the maximum federal per diem rate table. All IRS tax rules will apply.

NOTE: Per Diem rates for California cities and out-of-state destinations are identifiable through a hyperlink on the Travel Form on the City's Intranet.

b. By IRS regulations, per diem is defined as travel subsistence extending beyond one day and there is no requirement to provide receipts. However, for one day or partial days of travel, meals expense receipts ARE required and the standard one day, non-per diem meal allowance will be $50 allocated as follows:

Breakfast – $10.00

Lunch – $15.00

Dinner – $25.00

If an employee is advanced money for one-day or partial day meals and the total amount of all receipts is less than the amount advanced, the difference must be reimbursed to the City.

Conversely, if the employee exceeds the total one-day or partial day standard non-per diem meal allowance and is requesting reimbursement, receipts MUST be provided and reimbursement shall be at the discretion of the Finance Director based on the circumstances.

c. As a general rule, employees are expected to base their requests for daily meals and incidentals according to the federal per diem rates.

d. As an alternative, an employee can elect not to receive per diem and request reimbursement of actual, reasonable and allowable subsistence expenses that are substantiated with receipts. This alternative must be approved in advance and receipts must accompany the request for reimbursement. However, a combination of per diem and reimbursement of meals and incidental business expenses is prohibited.

e. Partial per diem for travel of more than one day may be advanced depending on the employee's departure time and return time. The request for partial or full per diem will be based on the employee's itinerary and will be granted based on a "fair and reasonable" request. Partial days per diem will be prorated as follows:

- Travel of less than 12 hours in a day will be prorated to one-half day of per diem.
- Travel of 12 hours or more in a day will count as a full day for per diem.

For example, assuming a daily per diem of $50, if an employee leaves on Monday at 6:00 A.M. to San Francisco for a business conference and returns to work at 1:00 P.M. on Tuesday, the per diem advance would be $100.

f. A CAL-Card or City credit card may be used on a business trip as a substitute for petty cash to cover business related expenses other than meals and incidentals.

g. Employees will be reimbursed up to $5.00 per day for personal phone calls while on overnight travel on city business. Employees with City-assigned cell phones should use these phones whenever possible and keep such calls to a limited duration.

6. Other Expenses

   a. Alcoholic Beverages – Expense reimbursement for alcoholic beverages will not be allowed. The City Council or City Manager may approve exceptions to this policy on a case-by-case basis for special receptions or other unique circumstances.

   b. Spouses and Guests – Spouses and guests are welcome to accompany employees on City travel and at conferences, seminars and meetings. However, any additional costs associated with the participation of a spouse or guests are the responsibility of the employee.

7. Method of Travel

   a. When planning the transportation portion of the trip, the employee must consider all aspects of cost to the City, such as daily expenses, overtime, lost work time, and actual transportation costs. In general, common carrier (bus, train or plane) is preferred mode of transportation.

   b. The City will only pay or reimburse employees for the cost of coach class flights.

   c. Employees shall be responsible for canceling any airline or hotel reservations they will not use. Any charge for an unused reservation shall be considered the employee's personal expense, unless failure to cancel the reservation was due to circumstances beyond the employee's control.

   d. Whenever practical, City owned vehicles should be used for travel unless the employee receives a mileage allowance.

   e. If a City vehicle is not available, or if there is another reason why the employee should drive his/her personal automobile, the City shall reimburse the employee with either the cost of the most appropriate means of transportation, or the actual mileage involved in the travel, whichever is the lesser of the two.

   f. The reimbursed mileage rate for use of a private vehicle for City travel will be at the current Standard Federal Mileage Rate set by the IRS.

   g. Mileage reimbursement for a private vehicle being used for City travel must consider the employee's normal commute to work and whether the employee receives a monthly vehicle allowance. If the employee does not receive a vehicle allowance, the employee is entitled to reimbursement for all business miles driven, with the following exceptions:

      1) If travel begins and ends at work, the entire business mileage will be reimbursed.

      2) If travel begins at work and ends at home (or vice versa), and if the total business mileage driven is less than the total mileage that would have been driven if travel began and ended at work, the total mileage can be claimed. (Example: John Doe lives in Banning and is attending a morning conference in Los Angeles. The trip from Banning to Los Angeles is 75 miles, but is only 60 miles from Moreno Valley to Los Angeles. Since his normal commute would bring him to Moreno Valley

and 15 miles closer, in this case John would be reimbursed 120 miles, the round-trip distance from City Hall).

3) If travel begins at home and ends at home, and if the total business mileage driven is less than the total mileage that would have been driven if travel began and ended at work, the total mileage can be claimed. (Example: Jane Doe lives in Banning and is attending a conference in Palm Springs. The round-trip mileage from her house is 60 miles, but would have been 90 miles had she started at and returned to Moreno Valley City Hall. In this case Jane would be reimbursed for the 60 mile round trip).

4) Under no circumstances shall reimbursement be given to the total business mileage claimed that exceeds the total mileage had the travel begun and ended at work.

h. If an employee already receives a monthly vehicle allowance, a total of 50 miles must be deducted for each one-way travel to or from the authorized City business travel destination. The mileage exceeding a 50-mile radius is subject to reimbursement, however, the first 50 miles each way is considered applicable to the employee's vehicle allowance. The above four rules shall also apply.

i. In order to drive a privately owned vehicle on City business, the employee must:

1) Possess a valid California driver's license.

2) Carry liability insurance, as required by the State of California

3) Realize that any damage to the employee's personal vehicle and/or service or repair occurring on the trip will be the employee's responsibility, as insurance costs are factored in the IRS per mile cost reimbursement.

j. If local ground transportation is needed during the trip, the use of public transit such as airport shuttles, buses, streetcars, and subways is appropriate.

k. Ground transportation must be efficient and cost effective. Use of taxis, hotel courtesy buses and local shuttles are allowed when other public transit or common carriers are not reasonably available.

l. Requests for advances of ground transportation costs (including tips) should be substantiated whenever possible. If the cost cannot be substantiated, advances will be based on a fair and reasonable estimate of expenses.

m. Ground transportation receipts are required. However, in cases where a receipt is not available, the employee must notate this on the Travel Expense Log. Employee requests for out-of-pocket reimbursement of ground transportation costs without receipts are subject to review and approval by the Finance Director.

n. The use of a rental car is authorized in cases where it is economical or more feasible relative to using ground transportation.

o. If a car rental is required, the employee may use a City CAL-Card or credit card or request reimbursement for out-of-pocket costs including fuel, upon return from

business travel. Receipts are required. The optional car rental agency-provided insurance is not a reimbursable cost. Since employees are normally insured by their own automobile insurance carrier for use of a rental vehicle, employees may opt for this coverage at their own expense.

p. The City will reimburse all reasonable business travel expenses, including bridge tolls and parking fees incurred as a result of an employee's authorized use of a private vehicle or City vehicle while traveling on City business. Receipts are required, and if a receipt is not available, the employee shall notate this on the Travel Expense Log.

q. Without receipts, any employee request for out-of-pocket reimbursement of costs incurred as a result of an employee's authorized use of a private vehicle or City vehicle while traveling on City business is subject to review and approval by the Finance Director.

8. Compensation for Travel Time (Non-Exempt Employees)

a. When travel time exceeds the normal workday or workweek, the City's rules for overtime apply to those employees eligible for overtime.

b. In determining overtime compensation, normal commute time should be deducted from total travel time.

c. Normal unpaid meal periods are not considered work time while traveling.

d. Overtime eligibility applies equally to drivers and passengers, and should be granted whether travel occurs during normal workdays or on weekends or evenings.

9. Lodging

a. Lodging is allowed for attendance at conferences, seminars or meetings that are in excess of 50 miles or one hour of travel time, one-way, from the employee's home. A Department Head may approve exceptions to the 50-mile/one hour minimum if he/she considers the request to be reasonable and practical, especially considering the destination, the difficulty of the commute, and the starting time of the conference.

b. Reasonable lodging expenses will be paid at actual cost including taxes and parking, for as many nights as necessary.

c. The lodging accommodations should be economical and practical. In general, the employee should select the most reasonably priced accommodations available, but consistent with the purpose and goals of the trip.

d. When choosing a hotel for a conference, it is preferable to stay at the hotel where the conference is being held even though it may be slightly more expensive than others in the area.

e. Other non-business related room charges, including movies or refreshments are not reimbursable.

f. When making lodging reservations, be sure to ask if a "government rate" is available. Some cities exempt travelers on government business from their local transient occupancy tax (TOT). This can be as much as a 12-15% savings on lodging costs depending on the TOT rate. Check with the hotel for this exemption and form.

g. Since there is seldom a difference in the room rate for double occupancy, it is permissible for an employee to share a room with a spouse or guest at no additional cost to the City. However, if double occupancy of a room by a non-City employee results in an increased room rate, the difference shall be the employee's personal expense. Furthermore, incurring a non-business related expense using advanced City funds, or a City Cal-Card or credit card is prohibited.

10. Incidental Expenses

a. Incidental expenses include but are not limited to tips for persons who provide services, such as waiters, maids, porters, and baggage handlers.

b. Incidental expenses incurred while on an overnight business trip are covered by per diem. To receive reimbursement on incidental expenses incurred on a day business trip, receipts should be submitted whenever possible. If the employee is unable to obtain a receipt, the costs should be documented on the Travel Expense Log and on the Travel Form as a reimbursement request.

c. Business-related expenses such as telegrams and telephone calls, copying and faxing, computer accessories, tapes and other training materials purchased at a conference are reimbursable with receipts, and become property of the City. Whenever possible, employees should anticipate the need for supplies and should take whatever they need with them instead of purchasing these supplies at their destination, where the cost may be significantly more than what the City would normally pay.

d. Tips are generally an allowable and reimbursable cost of business travel, but they must be reasonable.

1) For business trips not involving per diem, they should never exceed 15%-20% of the cost of the meal.

2) For ground transportation, they should not exceed 15% - 20% of the fare.

11. Non-Reimbursable Expenses

a. Personal entertainment costs are not reimbursable. These include headphones or alcoholic beverages purchased on airplanes, video rentals and refreshment bars in hotel rooms, spas and gyms, laundry or dry cleaning and other items of a personal nature.

B. Travel Expense Report

1. When returning from a trip, a final accounting of all expenses related to the trip must be approved by the Department Head (or applicable Division Manager) and submitted to the Finance Department within fifteen working days. A travel expense report is required in all cases – there are no exceptions. This is mandatory whether or not the advance received is equal to the expenses incurred, whether the employee is eligible for additional reimbursement, or whether money is owed to the City.

2. The final accounting of the travel is made by completing the Travel Expense Report, Section Two of the Travel Form.

3. After completing the Travel Expense Report, the employee must place it in the Travel Expense Log envelope with all required receipts, sign the report attesting to its accuracy and submit it to your Department Head for review and approval. Remember, receipts are not required to justify meals and incidental expenses covered by per diem.

4. If the employee owes the City for the unused balance of a cash advance (other than per diem), he should pay the amount due to the Finance Department cashier and attach the receipt to his Travel Expense Report. The amount returned to the City must be applied as a credit to the expense account originally used for the cash advance.

5. Department Heads (or applicable Division Managers) approving Travel Expense Reports are responsible for ensuring that:

   a. All expenses are reasonable, necessary and consistent with these guidelines.

   b. Any required receipts are attached and enclosed in the Travel Expense Log.

   c. The final disposition is correct (balance due employee, or balance due City).

   d. Any amounts due to the City are fully reimbursed.

   e. Final accounting of all expenses related to the trip is submitted to the Finance Department within fifteen workdays following the employee's completed travel.

6. If the City owes the employee money, the employee may request reimbursement by forwarding the Travel Expense Report to the Finance Department along with a Request for Direct Pay. If the amount requested is $100 or less, a Petty Cash Request may be submitted for reimbursement. Requests for reimbursement by direct pay will be processed on the next available Accounts Payable check run, if submitted by the normal Accounts Payable deadline, but no later than ten workdays following receipt. Requests for reimbursement by petty cash will be reimbursed per the Petty Cash Policy.

7. If the employee owes the City money, he should pay the Finance Department cashier and forward the Travel Expense Report with the cash register receipt attached evidencing payment of the amount due.

Summary of Travel and Related Business Expense Policy

A. TRAVEL AUTHORIZATION REMINDERS (Part I of Travel Form)

Employee	• Consult with Department Head or applicable Division Manager on the need for travel. • Carefully plan the itinerary, including basic transportation, ground transportation, lodging, and meals and incidentals. • Complete the Travel Authorization (Section One of "Travel Form"); attach a copy of the announcement for the conference, meeting or seminar; attach a Request for Direct Pay for employee cash advance (if needed), and attach a Request for Direct Pay for each direct vendor payment request. All requests for vendor payments must include copies of the conference brochure or similar information. • It is the employee's responsibility to make and attach all necessary copies. Travel request packages submitted to the Finance Department without appropriate copies and documentation will be returned to the requesting department for follow-up and resubmittal. Checks will not be released before all authorized and required paperwork is received.
Department Head or if applicable, Division Manager	• Review Travel Authorization Form for compliance with City travel policy, employee's professional development needs, and department's overall training needs and priorities. • Verify that adequate funding exists in the appropriate travel budget to cover all costs. • If travel is out-of state, obtain City Manager's approval. • Approve the Travel Authorization Form, provide a copy to the employee and submit to the Finance Department for payment processing.
Finance Department	• Review the Travel Authorization Form for compliance with City Travel policy. • Make cash advance and vendor payments. • File Travel Authorization Form with copies of Direct Pays and all related Direct Pay forms for hotels, conference registration, etc., in employee file for subsequent matching and review of employee's Expense Reporting, which is due within fifteen workdays of his/her return from the business trip.

B. TRAVEL EXPENSE REPORTING REMINDERS (Part II of Travel Form)

Employee	• Complete the Travel Expense Report (Section Two of "Travel Form"), which is the mandatory accounting for all expenses incurred on the business trip. • Attach the Travel Expense Log and include all applicable business expense receipts. • Notate all business expenses on the log, by date, and check the appropriate box to indicate if the receipt is enclosed. • Sign the Expense Report, attesting to its accuracy. • Submit the completed package to the appropriate department authority in time to meet the requirement that the employee's Travel Expense Reporting be submitted within fifteen workdays after completion of travel. • Make payment to the City of Moreno Valley and submit to the Finance Department for any amount of the cash advance balance due and attach the receipt as proof of payment.
Department Head or if applicable, Division Manager	• Review the Travel Expense Report and Travel Expense Log for compliance with City travel guidelines. • Verify the accuracy of balances and review all expenses incurred for propriety and in relation to original goals of the business trip. • Approve the Travel Expense Report, make a copy for department records, and submit to the Finance Department. • Ensure that a Request for Direct Pay is attached if funds are due to the employee.
Finance Department	• Review the Travel Expense Report and Travel Expense Log for compliance with the City's Travel Policy. • File the Travel Expense Report and Travel Expense Log in the employee's vendor file and process any Request for Direct Pay if funds are due to the employee.

Any questions regarding the Travel and Related Business Expense Policy can be directed to the Finance Department, Accounts Payable Supervisor at (909) 413-3087.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: July 9, 2013

TITLE: AUTHORIZATION TO AWARD AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES TO RBF CONSULTING FOR THE STATE ROUTE 60/THEODORE STREET INTERCHANGE IMPROVEMENTS - PROJECT NO. 801 0052 70 77

RECOMMENDED ACTION

Recommendations:

1. Approve the Agreement for Professional Consultant Services with RBF Consulting, 3300 East Guasti Road, Suite 100, Ontario, CA 91761, to provide design services for a total contract not to exceed $1,750,183.

2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with RBF Consulting.

3. Authorize the issuance of a Purchase Order with RBF Consulting totaling $1,750,183 when the Agreement has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent related amendments to the Agreement for Professional Consultant Services with RBF Consulting, not to exceed the Purchase Order amount, subject to the approval by the City Attorney.

5. Authorize the re-appropriation of $2,000,000 in realized project savings from the Cactus Avenue/Nason Street Improvement project to the SR-60/Theodore Street Interchange Improvements project.

BACKGROUND

On April 26, 2011, the City Council Adopted a 2-Year Economic Development Action Plan that identified Eastern Moreno Valley as one of the five critical Areas of Opportunity. This 2-Year Economic Development Action plan referenced the need for CIP revenues to be strategically planned and used for new public improvements that benefit economic development.

At the April 2, 2013 City Council Study Session, a new 3-Year Economic Development Action Plan was presented to City Council that further expanded the previously referenced Eastern Moreno Valley area to include the World Logistics Center at Rancho Belago and the SR-60 East Corridor. This Economic Development Action Plan also further emphasizes the continued coordination of CIP revenues with economic development efforts. The Moreno Valley Freeway, State Route 60 (SR-60), is a major east-west transportation route within Riverside County and an integral part of the freeway network for the Southern California metropolitan area. The entire SR-60 route is considered a Priority Global Gateway trade corridor for movement of international trade. It is also a Surface Transportation Assistance Act (STAA) Route for use by oversized trucks. The SR-60/Theodore Street Interchange has regional significance. It serves as a major access point for the existing and proposed development in the Eastern Moreno Valley area.

On April 23, 2013, City Council approved a budget appropriation to create a new Capital Improvement Project Expenditure account for the SR-60/Theodore Interchange Improvements. The action appropriated initial seed money for City staff to coordinate with Caltrans and consultants to launch this project into the Caltrans-required preliminary engineering and environmental clearance phase. The City has always taken a proactive approach in moving forward with infrastructure projects in a timely manner to meet the demands of traffic growth patterns rather than dealing with the situation after grid lock and congestion exists.

On June 11, 2013, City Council approved the Adoption of the Fiscal Year 2013-2014 Capital Improvement Plan. The Plan contained the SR-60/Theodore Interchange anticipated schedule, which targeted completion of the Caltrans-required and technically called the Project Approval and Environmental Documentation (PA&ED) phase by February 2015, Design phase by November 2015, and Right of Way by November 2015, subject to availability of appropriate funding.

DISCUSSION

The approximately 50 year old SR-60/Theodore Street Interchange is in need of operational and capacity improvements. The needed improvements will correct existing geometrical deficiencies, improve access and reduce congestion for existing traffic volumes as well as forecasted increased traffic demands. Without improvements, based on 20 year traffic projections in accordance with the City's General Plan growth build-out, the eastbound SR-60 on & off ramps are expected to operate at LOS (Level of Service) F (heavy congestion and unacceptable delays) in the PM peak hour, while the

westbound SR-60 on & off ramps are expected to operate at LOS E and F, respectively in the AM peak hour.

In order to proceed with the planning and design efforts for the needed improvements for the SR-60/Theodore Street Interchange, the City solicited proposals from professional design consultants with expertise in Caltrans interchange design. Requests for Proposals (RFP) for Professional Consultant Planning (Project Approval and Environmental Documentation) and Design Services (Plans, Specifications and Estimates) were requested by email to a list of several hundred professional consultants, posting to the City Website, and advertisement in the Press Enterprise.

The City received three (3) proposals in response to the RFP. A Selection Committee, comprised of City and Caltrans staff, reviewed and rated all proposals, based on qualifications-based selection criteria. All three firms were invited for interviews. RBF Consulting was selected as a result of a competitive selection process as the most qualified consultant to complete the subject project. RBF Consulting was ranked first for several important reasons. The firm demonstrated a very thorough understanding of the work. The firm had recently completed a very similar interchange project in a neighboring city in a similarly expedited manner. The firm demonstrated excellent technical ability in all critical areas. The firm proposed and committed qualified staff and subconsultants that are familiar with Caltrans procedures. They identified substantial time savings in design and in construction, thereby achieving expedited delivery of the project. The firm had completed and submitted to Caltrans the draft Project Study Report-Project Development Support (PSR-PDS) for the interchange and was very familiar with the interchange operations. Upon their top ranking, contract negotiations were conducted with RBF Consulting, and agreement has been reached.

As part of the first phase of work, the planning scope of work consists of scoping and development of alternatives, Caltrans Project Report, surveys, utility investigations, and right-of-way research. The scope also includes environmental studies, resulting in preparation of an approved environmental document in accordance with National Environmental Protection Act (NEPA)/California Environmental Quality Act (CEQA) guidelines. In addition, the Consultant will prepare mapping, Geometric Approval Drawings (GADs), structural analyses, and other design-related deliverables to support the environmental studies, and concurrently as needed to meet the delivery schedule for completion of planning, design, and right-of-way acquisition as approved in the adopted Capital Improvement Plan.

The cost of design services is $1,750,183. The consultant will be held to strict milestone payment requirements as stipulated in the Agreement, ensuring satisfactory performance measured by work item deliverables and approvals by both the City and Caltrans. Upon satisfactory completion of the first phase, and available funding, the Consultant may be retained to complete the second phase of the work. The second phase consists of final design and right-of-way tasks, including preparing plans, specifications, and estimate, right-of-way acquisition, utility coordination, permitting, and agency coordination. Construction support services will be considered a third phase of the project once the design is nearing completion. It is the intent to retain the same consultant who prepares the design for construction support as it is required by Caltrans

procedures. The City will proceed with the second and third phases upon successful completion of the prior phases and availability of funds. The consultant's scope of work submitted for the second phase will be used as a starting point for contract negotiations at the appropriate time when a preferred alternative has been selected. The current action requested of City Council is to approve the Agreement for the first phase. With the recent completion of the Cactus Avenue/Nason Street Improvement project, it is proposed that the savings be utilized to fund the PA&ED (first phase) work for the SR-60/Theodore Street Interchange project.

Caltrans will require the City to enter into Cooperative Agreements by phase, setting forth the City's and Caltrans responsibilities for that particular phase. Contingent upon available funding, federal-aid reimbursement may be sought for current and/or subsequent phases of this project; therefore, all activities will conform to Federal Highway Administration (FHWA) requirements. The consultant's proposed overhead rate is subject to Caltrans audit to comply with Federal Acquisition Regulations, and once the audit is complete, the rate may be adjusted accordingly.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will allow the project to move forward in a timely manner with the preliminary engineering and environmental phase.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will not allow the preliminary engineering and environmental phase of the project to be initiated which inevitably will delay the timeliness of the needed improvements at the referenced interchange.*

FISCAL IMPACT

The April 2013 City Council appropriation of $138,000 utilized all available Developer Impact Fee (DIF) Interchange Improvements Capital Projects funds (Fund 3311). These funds can only be used for interchange related improvement efforts. With the recent completion of the Cactus Avenue/Nason Street Improvement project it is proposed that $2,000,000 of the savings be utilized to fund the PA&ED (first phase) work for the SR-60/Theodore Street Interchange Improvements project. Staff is requesting a re-appropriation of $2,000,000 from Measure A funds allocated to the Cactus Avenue/Nason Street Improvement project to the SR-60/Theodore Street Interchange project. There is no impact to the General Fund.

Proposed Re-Appropriation:

Cat.	Fund	Project No. (PN)	Type	Original Budget	Proposed Adjustment	Revised Budget
CIP	Cactus Avenue/Nason Street Improvements	801 0019 70 77-2001	EXP	$25,182,845	($2,000,000)	$23,182,845
CIP	SR-60/Theodore Street Improvements	801 0052 70 77-2001	EXP	$138,000	$2,000,000	$2,138,000

AVAILABLE FUNDS

Fiscal Year 2013/14 SR-60/Theodore Street*	
(Account No. 3311-70-77-80001) (Project No. 801 0052 70 77-3311)...	$ 138,000
Proposed Re-Appropriation	
(Account No. 2001-70-77-80001) (Project No. 801 0052 70 77-2001)...	$ 2,000,000
Total FY 2013/2014 Project Budget	$ 2,138,000

**As approved in the FY 2013/2014 Capital Improvement Plan.*

ESTIMATED COST FOR PA&ED PHASE

Consultant Costs.....	**$ 1,750,000**
Project Administration*.....	$ 200,000
Total Estimated Cost.....	$ 1,950,000

**Includes City project administration, application fees, and other related miscellaneous costs.*

ANTICIPATED PROJECT SCHEDULE

Start Preliminary Engineering and Environmental Document Phase..... August 2013
End Preliminary Engineering and Environmental Document Phase..... February 2015

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

SUMMARY

Through a qualifications-based selection process, RBF Consulting was identified as the most qualified firm to provide planning and design services for the SR-60/Theodore Street Interchange Improvements project. RBF Consulting is recommended to complete the planning, preliminary engineering, and environmental documentation phase in the amount of $1,750,183. Staff recommends the City Council approve the Agreement for Professional Consultant Services with RBF Consulting, in the form attached hereto, and authorize the issuance of a Purchase Order totaling $1,750,183. Staff also recommends the re-appropriation of savings from the Cactus Avenue/Nason Street project to the SR-60/Theodore Street Interchange Improvements project which will allow for the initiation of work efforts to get this important project started in order to facilitate timely development in the Eastern Moreno Valley area.

ATTACHMENTS

Attachment 1 – Location Map

Attachment 2 – Agreement for Professional Consulting Services

Prepared By:
Margery Lazarus, P.E.
Senior Engineer

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

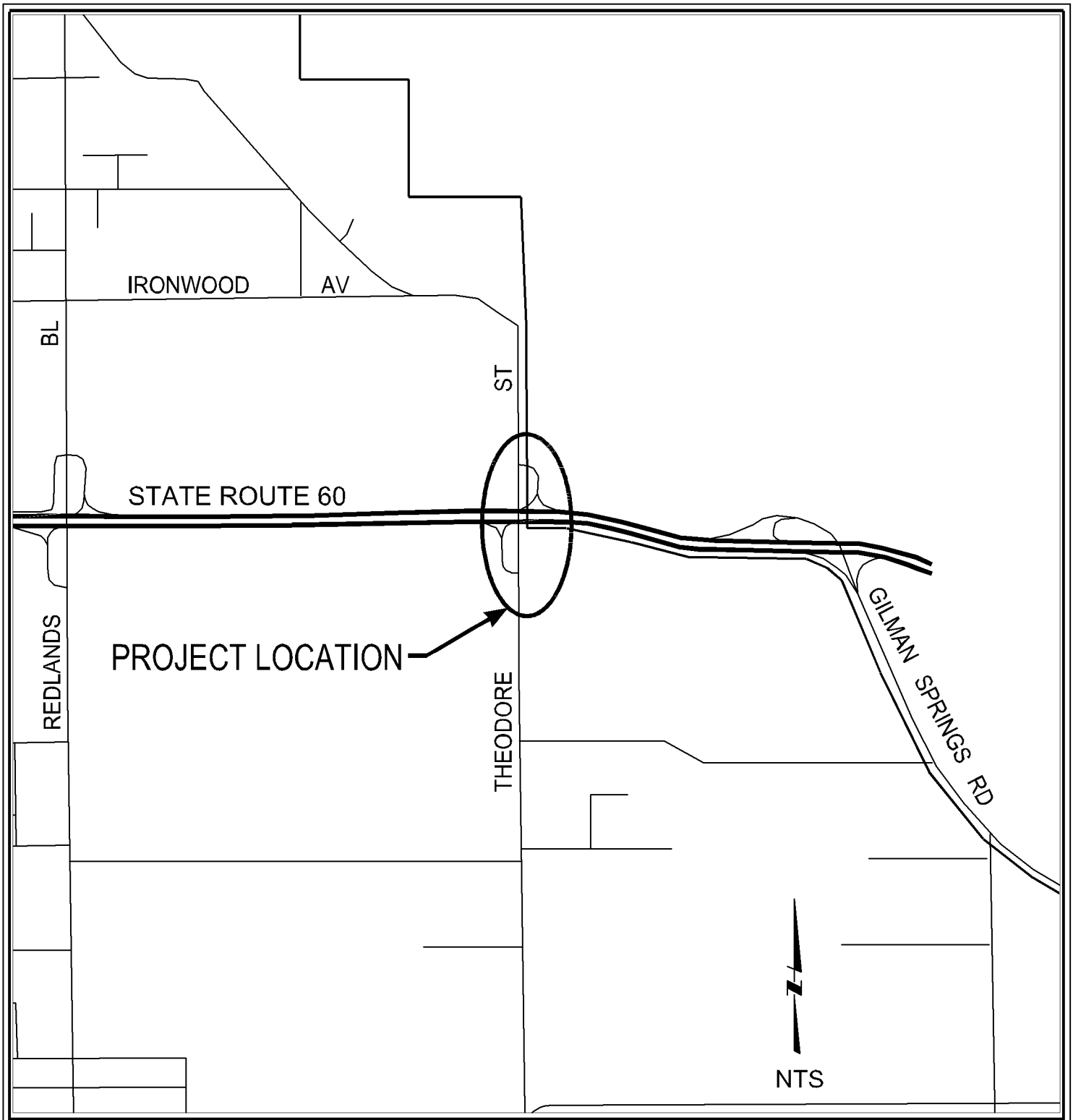

THEODORE STREET

LOCATION MAP
Public Works Department
Capital Projects Division

ATTACHMENT 1

SR 60 & THEODORE STREET
INTERCHANGE IMPROVEMENTS
Project No. 801 0052 70 77

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) - ZONAL PROJECT NO. 801 0052 70 77

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **RBF Consulting,** a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project; and

WHEREAS, the Consultant has committed to separately complete the Project Study Report-Project Development Support (PSR-PDS) for the SR-60/Theodore Street Interchange (Caltrans EA 0M590);

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

DESCRIPTION OF PROJECT

1. The project is described as professional consultant services for:

STATE ROUTE 60/THEODORE STREET INTERCHANGE IMPROVEMENTS

Project No. 801 0052 70 77

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of **$1,750,183** in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on **December 31, 2016** unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "E" attached hereto and incorporated by this reference.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

12. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be

subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

15. (a) To the maximum extent allowable by law, the Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD) and the Western Riverside Council of Governments (WRCOG), and the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, MVHA, CSD and WRCOG, and the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, their officers, agents or employees.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any

person, including injury to the City's, MVHA's, CSD's, and WRCOG's and the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, MVHA, CSD and WRCOG, and the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such Public Liability and Property Damage Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

GENERAL LIABILITY

Bodily Injury	$1,000,000 per occurrence
Property Damage	$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum general liability limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, MVHA, CSD and WRCOG and the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant

in the course of carrying out the Agreement.

(g) A Certificate of Insurance, or an appropriate insurance binder evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(h) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, the Moreno Valley Community Services District and Western Riverside Council of Governments, and the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, their officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, the Moreno Valley Community Services District and Western Riverside Council of Governments, and the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, its officers, employees and agents, under any third party liability policy."

(i) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(j) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings at all times and during all phases of the project.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other projects without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

(b) Upon notice of termination, the Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain for its files copies of any and all materials, including drawings, documents, and specifications produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings, regardless of the completeness of said documents.

(c) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(d) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant. Consultant acknowledges that Consultant work product produced under this Agreement may be public record under State law.

(e) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

25. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

27. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
City Manager

DATE: _____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

RBF Consulting

BY: _____

TITLE: _____
(President or Vice President)

BY: _____

TITLE: _____
(Corporate Secretary)

Enclosures: Exhibit "A" – City's Request for Proposal
Exhibit "B" – Consultant's Proposal
Exhibit "C" – City's Responsibility
Exhibit "D" – Terms of Payment
Exhibit "E" – Consultant's Schedule

REQUEST FOR PROPOSAL
FOR PROFESSIONAL CONSULTANT SERVICES
STATE ROUTE 60/THEODORE STREET INTERCHANGE IMPROVEMENTS
PROJECT NO. 801 0052 70 77

I. INVITATION

You are hereby invited to submit a Proposal for Professional Consultant Planning (preliminary engineering and environmental documentation) and Design Services associated with the interchange Improvements for State Route 60 (SR 60) at Theodore Street as shown on the enclosed Location Map.

Six (6) paper copies (including one [1] copy unbound and paper clipped) and one [1] digital copy in pdf format on compact disk of your Proposal shall be submitted no later than **12:00 p.m. (noon), May 9, 2013**, addressed to Capital Projects Division, 14325 Frederick Street, Suite 9 (hand delivery), or 14177 Frederick Street, P.O. Box 88005, Moreno Valley, California 92552-0805 (mail delivery) (postmark will not be accepted), Attention: Margery Lazarus, Senior Engineer P.E. (Contract Administrator).

II. PROJECT DESCRIPTION

The purpose of the project is to alleviate congestion, enhance freeway access and regional goods movement, and increase vertical clearance by realigning the SR 60/Theodore Street ramps, adding auxiliary lanes, and replacing the overcrossing structure at SR 60/Theodore Street. The proposed project includes: 1) reconstruction and realignment of SR 60/Theodore Street ramps with auxiliary lanes, 2) widening of Theodore Street and replacement of the overcrossing structure, 3) installation of signalization, 4) provision for California Highway Patrol (CHP) enforcement areas as required, 5) addition of ramp metering as required, 6) provision for truck operations, 7) coordination of utility relocations, 8) provision for landscaping and irrigation, and/or hardscape, to the extent required, and 9) related improvements as required by the City and Caltrans.

This project will require: a Project Report (PR); environmental documentation; Geometric Approval Drawing (GAD); design; right-of-way acquisition; utility relocation; Plans, Specifications, and Estimate (PS&E); permitting; agency coordination; and related services, all in accordance with California Department of Transportation (Caltrans) and City of Moreno Valley (City) requirements.

A draft Project Study Report-Project Development Support (PSR-PDS) has been submitted to Caltrans, including the Preliminary Environmental Analysis Report (PEAR).

III. PROJECT FUNDING AND SCHEDULE

The City is currently funding the planning phase through various City fund sources. In order to proceed with an expedited delivery and completion of the design phase no federal funds are anticipated to be used during the design phase. However, the Consultant must prepare all applicable documents in a manner that assumes at least partial federal funds will be utilized during the construction phase. **Because it is anticipated that federal-aid reimbursement may be sought for various phases, it is imperative that all activities conform to federal requirements. Failure to conform will jeopardize potential federal funding.**

EXHIBIT "A"

The City intends to have the selected consultant complete the Planning, Design, and Right-of-Way/Utility phases within two years and nine months of notice-to-proceed (NTP). Anticipated NTP is approximately July 9, 2013 (assuming a post award audit is acceptable to Caltrans), and expected completion is April 30, 2016.

Consultant shall be advised of target selection process dates as follows: Shortlist May 16, 2013; interviews May 22, 2013; complete negotiations June 3, 2013; contract approval by City Council June 25, 2013.

IV. SCOPE OF ENGINEERING SERVICES

A draft PSR-PDS dated February 2013 was submitted to Caltrans for review. The submittal included the following: PEAR, Traffic Engineering Performance Assessment, Storm Water Data Report (SWDR), Conceptual Cost Estimate – Right of Way Component, and Division of Engineering Services Scoping Checklist. The submittal and the City Comments are attached to this RFP. Caltrans comments are pending.

The scope of this project consists of a Project Report. The scope includes preparation of environmental analyses leading to documentation for an Initial Study/Environmental Assessment (IS/EA) in accordance with National Environmental Protection Act (NEPA)/California Environmental Quality Act (CEQA) guidelines. It is anticipated that up to three build alternatives will be analyzed, along with the "no-build" alternative. In addition, the Consultant will be required to prepare mapping, Geometric Approval Drawings (GADs), structural analyses, and other design-related deliverables concurrently as needed to meet the schedule.

Upon satisfactory completion of the PR and environmental document, the Consultant may be retained to complete the Design Phase, consisting of remaining final design tasks, right-of-way acquisition, utility coordination, permitting, and agency coordination. The Consultant will separate the Planning Phase scope, Design Phase scope, and Right-of-Way scope, and also clearly identify and segregate the design-phase tasks that will be performed concurrently with the Planning Phase.

The Consultant shall be required to follow current policy and guidelines regarding design conformance with the Americans with Disabilities Act (ADA).

The current project construction estimate, depending upon alternative, ranges from $31,500,000 to $38,800,000. Approximate right-of-way and utility relocation costs are estimated at $6,000,000.

A. PLANNING/PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED) PHASE

1. Project Report (PR), Geometric Approval Drawing (GAD), and Structures

   The Consultant shall prepare a PR document according to current Caltrans requirements, as shown in Caltrans Project Development Procedures Manual, and in accordance with District 8 requirements. The PR will include existing and forecasted traffic, design volumes, and accident data; current

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cost estimate; Right-of-Way Data Sheets; Exceptions to Non-Standard Mandatory and Advisory Design Features; and all information in accordance with current Caltrans and District requirements and procedures. In addition, the Consultant shall prepare Advance Planning Studies consisting of up to two alternative structure types, including **one aesthetically unique structure**. All alternatives shall provide the required minimum vertical clearance and thorough accommodation of truck operations. The Consultant shall prepare all structure-related design and submittals in accordance with Caltrans requirements.

The Consultant shall prepare required engineering studies to support the PR and the environmental document preparation (see below), including development of horizontal and vertical geometry, typical section, and cost. To support the engineering effort, the Consultant will study geology, conceptual bridge structure types, utilities, drainage, traffic capacity, traffic operations, truck operations, and traffic management, including partial or full closure of the interchange to facilitate construction.

The Consultant shall evaluate structure types and prepare up to two bridge architecture aesthetic renderings for build alternatives, including one unique bridge type with aesthetic spire(s).

The Consultant shall prepare the Right-of-Way Data Sheets, along with supporting documentation to facilitate review. Data Sheets will include a detailed utility relocation estimate for affected facilities, including Southern California Edison 115 kV overhead facilities. Caltrans will review and approve the Right-of-Way Data Sheets along with any other right-of-way and survey-related deliverables.

2. Environmental Documentation

The Consultant shall prepare environmental documentation in accordance with State and Federal guidelines and procedures. The Consultant shall prepare Purpose and Need, and other required documents. The Consultant shall prepare required technical reports and analyses to address, as appropriate, traffic (including interchange closure feasibility during construction), noise impacts, air quality, lighting, wetlands, floodplains, wildlife and plants, relocation impacts, historic and cultural resources, archaeological resources, paleontological resources, social and economic changes, park lands and recreational areas, farm lands, tribal consultation, hazardous waste, aerially deposited lead, geological, water quality, energy, and visual effects. The Consultant shall identify permits, and shall coordinate with permitting agencies. For estimating purposes, Consultant will assume two "build" alternatives will be analyzed throughout the completion of the final environmental document. Caltrans will make the final NEPA and CEQA determinations.

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3. Surveying and Mapping

   a. The Consultant shall perform aerial photography and design-level surveys to conform to the Caltrans Surveys Manual. The Consultant shall perform aerial photography to cover all potential impacted intersections and interchanges. Consultant shall perform design survey to the required accuracy for contours to perform the design, establish the limits of the new right-of-way, and locate all existing utilities and the future location of the relocated utilities. The Consultant shall confirm required survey accuracy with Caltrans. Caltrans will review and approve all survey-related work and deliverables.

   b. The Consultant shall provide base mapping suitable for the design of the project, in English units and in digital format. Horizontal datum will be verified with Caltrans. Consultant shall retain aerial photography in the event that the selected alternative requires additional base mapping during the course of PS&E.

   c. The Consultant shall provide cross-sections at a scale and frequency approved by Caltrans within the limits described. Topography shall include, but not be limited to, all features within the right-of-way. Topography shall extend a minimum of three hundred feet (300 foot) beyond the existing and future join points and curb returns at intersections.

4. Research of Record Information

   a. The Consultant shall perform all research of agency records, as necessary, to secure the information, clearances, and/or plan review services required to identify, locate, and accurately lay out all underground improvements and easements, centerline, right-of-way, and private property lines.

   b. The Consultant shall perform all research of private development plans adjacent to or affecting the project site, as necessary, to secure the information, clearances, and/or plan review services required to identify, locate, and accurately lay out all underground improvements and easements, centerline, right-of-way, and private property lines.

   c. The City will provide copies of available pertinent City records such as survey ties, benchmarks, and street plans that the City knowingly has in its possession.

5. Existing Utilities Research and Potholing

   a. The Consultant shall conduct existing utility research for all utilities within the project limits to identify, locate, and accurately lay out all underground improvements.

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b. The Consultant shall provide preliminary notification letters to the utilities and request current information. The Consultant shall provide additional notification letters to the utilities and/or call utilities, as necessary, until a written response is received from the utility. The City will provide the required format in the current version of Microsoft Word for Windows. The Consultant is responsible to complete and mail the document, and provide the City with a copy. The City will be responsible for printing all letters on City letterhead.

c. The Consultant shall measure the height of the existing overhead utility lines for freeway, ramp, traffic signal, safety lighting, and street light vertical and horizontal clearances.

d. The Consultant shall positively locate all utilities in accordance with Caltrans' policy on High and Low Risk Utilities. The Consultant shall pothole all underground utilities to determine the depth for clearance and connection points or conflicts for any underground improvements such as gas lines, sewer lines, storm drains, aqueducts, or waterlines. The Consultant shall submit to each utility company a preliminary set of Plans that provide the location, elevation of the utility, and the elevation of the improvement with the conflict area clouded to show the utility companies the areas of conflict with the proposed improvement. The potholing information and plan shall be submitted to the City after completion of this task. If an area of possible conflict was not potholed, the Consultant shall pothole the area to verify no conflicts, at no additional cost to the City.

6. Geotechnical

a. The Consultant shall submit a geotechnical exploration plan for City and Caltrans review, reflecting location and type of boring. The Consultant shall identify owners and agencies from which right-of-entry permits are required, and shall submit a list to the City, with mailing addresses. The Consultant shall prepare and the City will mail right-of-entry letters. The Consultant shall evaluate whether appropriate environmental clearance is needed, and obtain if needed.

b. A qualified geotechnical engineer shall prepare a draft Geotechnical Design Report (GDR), preliminary Foundation Report, preliminary Materials Report, and preliminary Life Cycle Cost Analysis (LCCA). All reports shall be in accordance with Caltrans procedures, regulations, manuals, standards, policies, and format. The pavement structural sections shall be determined by a qualified Geotechnical Engineer in accordance with Caltrans policies and procedures. Consultant shall identify known faults and evaluate risks, if any.

c. The Consultant shall propose Traffic Indices (TI) for the auxiliary lanes, ramps, and freeway mainline, and obtain Caltrans approval.

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Consultant shall propose TI for Theodore Street, and obtain City approval.

d. It will be the responsibility of the Consultant to notify Underground Service Alert and provide traffic control.

7. GAD Approval

The Consultant shall prepare final GAD, including preliminary right-of-way requirements, and submit for City and Caltrans review. The Consultant shall conduct a GAD review meeting.

8. Project Management and Coordination

a. Project Management and Coordination

The Consultant shall aggressively pursue project approvals, and provide proactive project management for the project, including: 1) management of the work, 2) coordination with the City, Caltrans, and all affected and involved agencies, 3) establishing schedule and budget conformance, 4) provide progress reporting, 5) completing other duties as required to obtain Caltrans approval, 6) conduct regular Project Development Team (PDT) meetings, 7) schedule and lead additional meetings, 8) coordinate with developers, utilities, and adjacent owners as directed by the City, and 9) prepare meeting agendas and minutes for all meetings. The minutes shall be distributed within five working days after the meeting to all attendees, and invitees, including the City's project manager. The minutes shall include, but not be limited to, a list of attendees with phone numbers and e-mail, a synopsis of discussion items, any pertinent information, the action items, and all follow-ups to the action items.

The Consultant shall monitor quality on all deliverables, calculations, and other work products. The Consultant shall prepare a Quality Control Plan for use during this phase of the project, and submit a copy to the City within thirty (30) calendar days of Notice-to-Proceed. This is not a separate task, but shall be included as part of project management.

b. Project Schedule

The Consultant shall provide a digital version of the project schedule in Microsoft Project format and a hard copy. The project schedule shall be updated regularly and handed out during the PDT Meetings.

A MS Project Schedule shall be required, in conformance with the Caltrans Work Breakdown Structure (WBS) for the project phases. The project schedule shall be divided into tasks and subtasks in detail including, but not limited to, City function timeline, Caltrans function timeline, and other outside sources such as agencies or

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utilities. Some of the tasks shall be, but are not limited to, major milestones, deliverables, critical path items, and stakeholder meetings.

B. DESIGN/PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E) PHASE

1. Project Management, Coordination, and Quality Control

a. Project Management and Coordination

The Consultant shall provide project management for the project, including: 1) management of the work, 2) coordination with the City, Caltrans, and all affected and involved agencies, 3) establishing schedule and budget conformance, 4) provide progress reporting, 5) completing other duties as required to obtain Caltrans approval, 6) furnish the PS&E, 7) schedule periodic progress meetings with the City, 8) conduct regular Project Development Team (PDT) meetings with the City and Caltrans, 9) prepare meeting agendas and minutes for all meetings as noted above, and 10) perform Quality Control.

b. Additional Meetings

The Consultant shall conduct additional meetings as required to complete the project, including Safety Review meetings, Design Review meetings, ADA meetings, Peer Review meetings, Constructability Review meetings, Quality meetings, and meetings with stakeholders.

c. Project Schedule

The Consultant shall provide a digital version of the project schedule in Microsoft Project format and hard copy. The project schedule shall be updated regularly and handed out during the PDT Meetings as in the Planning Phase.

d. Caltrans Documentation

The Consultant shall prepare supporting documents (e.g., project scope) for required Cooperative Agreements with Caltrans. The Consultant shall also prepare the following Caltrans forms and documents as needed: Request for Authorization for preliminary engineering; Request for Authorization for right-of-way; Request for Authorization for utilities; Request for Authorization for construction; supporting documents (e.g., project scope) for Construction Cooperative Agreement with Caltrans; and supporting documents for the Maintenance and Traffic Signal Maintenance Agreements. All documents shall be in accordance with Caltrans requirements.

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e. Permits

The Consultant shall identify and prepare applications for the necessary permits for construction. Potential agencies include the California Department of Fish & Game (CDFG), Regional Water Quality Control Board, Riverside County Flood Control and Water Conservation District, and U.S. Army Corps of Engineers.

The Consultant will be required to obtain a Caltrans Encroachment Permit to conduct engineering field studies. The Consultant shall obtain permits to enter and any other necessary permits from landowners for all research such as surveying, geotechnical, and any other design-related work.

f. Design Surveys

The Consultant shall continue to perform design surveys. The Consultant shall be required to prepare a complete and accurate design, and to tie in existing features. Cross sections shall be prepared at a scale and frequency approved by Caltrans.

2. Geotechnical

A qualified geotechnical engineer shall prepare a final Geotechnical Design Report (GDR), a Pavement Design Report (PDR), a Final Materials Report, and Pavement Life Cycle Cost Analysis (LCCA). All reports shall be in accordance with Caltrans procedures, regulations, manuals, standards, policies, and format. The pavement structural sections shall be determined by a qualified Geotechnical Engineer in accordance with Caltrans policies and procedures.

3. Right-of-Way

This project will require the acquisition of additional right-of-way. The acquisition process shall be conducted in accordance with Caltrans Standards, California Civil Code, and the California Relocation Assistance law adopted by resolution of the City Council of the City of Moreno Valley on August 19, 1986. Caltrans will review and approve all right-of-way-related work and deliverables. The right-of-way acquisition process shall include, but not be limited to the following:

a. Right-of-Way Requirements

The Consultant shall determine right-of-way needs and prepare maps for submittal to Caltrans Right-of-Way. The Consultant shall identify the need for new right-of-way, new access control, permanent easements, and temporary construction easements. The Consultant shall coordinate with affected agencies to determine right-of-way impacts (including utility right-of-way needs). Caltrans shall approve

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right-of-way requirements prior to initiating preparation of right-of-way maps.

b. Right-of-Way Maps

1. The Consultant shall prepare right-of-way base maps in accordance with Caltrans requirements. Base maps shall show existing features with all right-of-way and easement areas, assessor's parcel numbers, addresses, types of businesses, property lines, footprints of buildings, setback distances from right-of-way to buildings, vegetation, and improvements in the take areas and existing driveways.

2. The Consultant shall identify all utilities that have prior rights.

3. The Consultant shall prepare right-of-way maps at a scale determined by Caltrans, reflecting all right-of-way for the project, including easements required for maintenance access, drainage, material sites, utilities, and construction work areas, as necessary. The Consultant shall also show access control.

c. Title Reports

The Consultant is to provide Title Reports for the properties that are directly adjacent to the project area. The Consultant shall first obtain written authorization from the Project Engineer prior to researching any parcel that appears to require a Title Report. Title Reports are to be shown as a separate task, and shall be estimated per unit cost. The Consultant is to provide said Title Reports to confirm right-of-way boundaries prior to any field survey work.

d. Appraisal Maps, Descriptions, Appraisals, and Negotiations

1. The Consultant shall prepare legal descriptions, plats, deeds, and maps for each parcel and each utility company (as required) for conveyance of marketable title interests and for accurate representation of right-of-way necessary for construction.

2. The Consultant shall prepare a right-of-way map acceptable to Caltrans.

3. The Consultant shall obtain appraisals of the required right-of-way and perform all acquisition negotiations. Appraised values shall be approved by the City prior to making offers. Consultant shall prepare a council memorandum requesting authorization of appraised amounts.

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4. Existing Utilities Research and Coordination

   a. The Consultant shall update utility research performed during the Planning Phase for all utilities within the project limits. The Consultant shall prepare Utility Plan sheets depicting all known existing utility facilities from record research and field verification.

   b. The Consultant shall provide preliminary notification letters to the utilities and request current information. The Consultant shall provide additional notification letters to the utilities and/or call utilities, as necessary, until a written response is received from the utility.

   c. The Consultant shall measure the height of the existing overhead utility lines for freeway, ramp, traffic signal, safety lighting, and street light vertical and horizontal clearances.

   d. For electrical service, this area may be planned for service by the City of Moreno Valley Enterprise Services Administration. The Consultant shall obtain a release letter for source of power from the City of Moreno Valley Enterprise Services Administration, if necessary.

   e. The Consultant shall coordinate with SCE or the City of Moreno Valley Enterprise Services Administration for the source of power location for the traffic signals and location for the meter cabinets and traffic signal controller cabinets.

   f. The Consultant shall coordinate with the utility companies regarding the project related to modifications of their facilities. The Consultant shall determine special requirements for facilities including protection, relocation, right-of-way, easements, and construction.

5. Utility Potholing

   The Consultant shall update the potholing task to locate all utilities in accordance with Caltrans policy on High and Low Risk Utilities. The Consultant shall pothole any additional utilities or locations not potholed during the Planning Phase.

6. Utility Relocations

   a. The Consultant shall coordinate all utility relocations. Eastern Municipal Water District (EMWD), Southern California Edison (SCE), Southern California Gas Company, Verizon, and Metropolitan Water District (MWD) may have facilities in the project area.

7. Roadway, Drainage, and Traffic Plans; Specifications; and Reports

   a. The Consultant shall prepare 35% Plans, 60% Plans, 95% Plans, and 100% Plans, in accordance with Caltrans submittal requirements. Final Plans shall include title sheet; layouts; typical

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cross sections; key map and line index; profiles and superelevations; construction details; contour grading; summary of quantities; drainage plans, profiles, details, and quantities; retaining walls (if required); sound walls (if required); stage construction and traffic handling; detour plans; construction area signs; pavement delineation plans; sign plans; electrical plans, consisting of lighting, sign illumination, ramp metering, traffic signal, and related interconnect system; design pollution prevention Best Management Practices (BMPs), treatment BMPs and critical construction site BMPs; landscaping and irrigation; and any other required plans.

b. The Consultant shall compile specifications using the applicable Caltrans Standard Special Provisions (SSPs) to prepare required Draft Special Provisions for the project. The Consultant shall utilize and incorporate the City "boiler plate" documents including the notice to bidders, proposal, bond forms, and agreement into the Draft Special Provisions.

c. The Consultant shall also prepare and submit required reports in accordance with Caltrans requirements unless noted otherwise. Reports shall be prepared and submitted at the appropriate plan submittal, including but not limited to the reports listed below. Reports shall be submitted in Draft and Final format.

1. Hydrology Report – the report shall include both off-site and on-site hydrologic calculations. Off-site calculations shall conform to the Riverside County Hydrology Manual and the City Standards.

2. Storm Water Data Report – the Consultant shall prepare a Storm Water Data Report consistent with Caltrans requirements.

3. Hydraulic Report - the on-site hydraulic computations shall be based on Caltrans and/or RCFC & WCD Standards.

4. Transportation Management Plan (TMP).

5. Final Traffic Report – the report will identify existing and forecasted traffic, collision history, lane configurations, level of service, capacity adequacy, and operational analyses including recommended signal timing plans, construction lane closures/traffic handling, detours, and work-hour restrictions.

8. Bridge PS&E

a. The Consultant shall prepare Structure Type Selection documents and Bridge General Plans to comply with the most current Caltrans guidelines and policies. The Consultant will prepare for and attend the Bridge Type Selection Meeting. Upon completion of the Type

Selection, the Consultant will submit and distribute meeting summary and required copies of General Plan and General Plan Estimate.

b. The Consultant shall prepare the 65% Unchecked Plans, 90% Plans, 100% Plans, and Final Plans in accordance with Caltrans submittal requirements.

c. The Consultant shall also prepare and submit required marginal estimates and design calculations, along with check calculations. The Consultant will also prepare and submit workday schedule.

d. The Consultant shall prepare and submit bridge four-scale plans.

9. Cost Estimate

a. The Consultant shall compile and prepare the Estimate based on all biddable construction items identified throughout the design package. Contingencies shall be included at the appropriate percentage in accordance with Caltrans procedures.

b. The Consultant shall be required to periodically submit updated cost estimates. Submission of computations does not relieve the Consultant's responsibility of submitting an accurate estimate of quantities.

10. Format Submission (BOTH PHASES)

a. Reports, Plans, Specifications, and Estimate shall be in dual units and must conform to Caltrans and Federal standards, regulations, policies, procedures, manuals, and practices. The Engineer shall provide clear, concise, and complete Plans. The Consultant shall include other details that are of benefit to and/or requested by the City such as details of private improvements to be constructed, reconstructed or relocated, consisting of driveways, fences, gates, and mailboxes.

b. Design of City streets shall conform to City Standard Plans and policies.

c. All drawings shall be prepared in MicroStation formats. The City will require conversion of drawings to AutoCAD format and electronic submittals to the City at the various phases of design. The final approved drawings are to be converted into AutoCAD format and submitted to the City. The final drawings are to be considered to be the property of the City at all times, and shall be submitted to the City in hard copy, along with electronic files, upon completion or as otherwise directed by the City.

d. Cross sections are considered necessary to properly and accurately design the improvements and to accurately establish the earthwork

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volumes and extent of construction or reconstruction beyond the right-of-way lines onto private property, where and if necessary. Cross sections shall be prepared at a scale and frequency approved by Caltrans and the City. The cut and fill quantities shall be included with the cross sections. The cross sections shall be provided to the City at the same time as the final plans.

e. The City will provide the Consultant with its boilerplate Specifications and Technical Provisions. The Consultant shall be responsible for compiling the latest version of Caltrans Standard Special Provisions, signed by a Civil Engineer registered in the state of California.

11. Submittals to City, Caltrans, Agencies, and Utilities (BOTH PHASES)

a. The Consultant shall submit one (1) set of full size Plans and two (2) sets of half size Plans of the design drawings with each submittal for checking by the City, along with the previous check prints. The design drawings should be as complete, accurate, and error-free as possible before Plan checking is considered in order to reduce the number of plan checks required and related costs. The Consultant shall field review the site and compare the Plans to existing site conditions before all Plan submittals.

b. The Consultant shall submit one (1) set of full size Plans and two (2) sets of half size Plans of cross sections along with each submittal of the design drawings for City plan checking. One (1) reproducible and three (3) sets of cross sections shall be submitted along with the final submittal of the design drawings.

c. The Consultant shall, at no additional cost to the City, correct errors, omissions, and unworkable and/or improper design/drafting on the original drawings, which are discovered subsequent to the completion of the plan checking process.

d. The Consultant shall directly submit Plans to the utilities for review of conflicts (minimum of three utility notifications).

e. Upon completion of City reviews, and upon authorization by the City, the Consultant shall directly submit materials to Caltrans. For Plans, the Consultant shall first submit one (1) set of half-size "screencheck" Plans for review. Following this review, the Consultant shall submit up to twenty-five (25) sets of half-size Plans and Special Provisions to Caltrans. For other reports, the Consultant shall submit four (4) sets. For all deliverables submitted directly to Caltrans, the Consultant shall submit two (2) sets to the City at the same time.

f. The City shall receive a copy of all transmittals, submittals, and letters sent to utilities and agencies regarding the project.

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12. COPIES OF THE DESIGN DRAWINGS AND CONTRACT DOCUMENTS

The City will have copies of the design drawings and Contract Specifications reproduced for bidding purposes.

13. Resident Engineer (RE) File

The Consultant shall prepare a RE File in accordance with City requirements. The Consultant shall submit two (2) copies to the City.

V. CONSULTANT'S PROPOSAL AND COMPENSATION

Consultant's Proposal shall be no more than forty (40) pages, excluding a cover letter of up to two pages, dividers, and certificates. Proposal shall clearly segregate the scope, schedule, and DBE utilization for the bridge overcrossing and the landscaping contracts. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration. The Consultant's Proposal shall include the following:

A. A statement that this Request For Proposal shall be incorporated in its entirety as a part of the Consultant's Proposal.

B. A statement that this Request For Proposal and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.

C. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's Request For Proposal except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."

D. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedence over this Request For Proposal.

E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.

F. A resource allocation matrix must be submitted with the Proposal. The resource allocation matrix shall list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on

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each task listed, included in adjacent columns. The resource allocation matrix is required of both the primary consultant, as well as any sub-consultant. The resource allocation matrix, in addition to any tasks the consultant chooses to list, shall include but not limited to meetings, specific deliverables, and other relevant milestones.

G. A rate schedule must be submitted with the proposal. The rate schedule must list titles, names, roles, and hourly billing rates in rows. A statement that said hourly rate schedules in part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred shall also be included. All extra work will require prior approval from the City. (COST PROPOSAL DETAILS MUST BE IN A SEALED ENVELOPE)

H. A statement of sub-consultant's qualifications (including relief personnel) applicable to this project, including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.

A statement that the Consultant acknowledges and understands that the consultant will not be allowed to change any sub-consultant without written permission from the City.

I. A statement that all charges for Consultant (construction) services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.

J. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.

K. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.

L. A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this Request For Proposal. **An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of your Proposal submittal.** All extra work will require prior approval from the City. The City requests the consultant to provide in the proposal the number of hours on the job, in addition to the cost proposal. The Cost Proposal must be in a sealed envelope.

M. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

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N. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.

O. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.

P. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.

Q. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

R. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

S. This solicitation and resultant Contract is not financed in whole or part with federal funds, but the City encourages Bidders to follow Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Bidders who obtain DBE participation on this Contract will assist the City in meeting its DBE goals for the Project.

DBEs and other small businesses are strongly encouraged to participate in the performance of this Contract. The City encourages Bidders to give DBEs and other small businesses the opportunity to participate in the performance of the Work that is the subject of this solicitation and to take all necessary and reasonable steps for this assurance. The Bidder shall not discriminate on the basis of race, color, national origin, sex, age, or physical or mental disability, sexual orientation or retaliation in the award and performance of subcontracts.

A Race Neutral program is one that, while benefiting DBEs, is not solely focused on DBE firms. A Race Neutral program utilizes measures that can assist a wide variety

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of small businesses, including DBEs, such as arranging solicitations, times for the presentation of proposals, quantities, specifications, and delivery schedules in ways that facilitate DBE and other small business participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces). Race Neutral DBE participation includes: a DBE obtaining a prime contract through customary competitive procurement procedures; a DBE being awarded a subcontract on a prime contract, whether or not the prime contract has a DBE goal; and a DBE being awarded a subcontract from a prime contractor that did not consider its DBE status in making the award.

The Consultant is encouraged to include DBE firms in the proposal. Complete the forms listed in "Attachments" at the end of this RFP.

VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES

A. The Consultant shall be required to comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

B. The Consultant is required to submit certified payrolls weekly. This applies to all applicable field personnel working on the project. In accordance with Section 1771.5 (b) (5) of the California Labor Code, the City will withhold payments when the payroll records are delinquent or inadequate.

VII. FEDERAL EMPLOYEE BENEFIT

No member of, or delegate to, the Congress of the United States, and no Resident Commissioner shall be admitted to any share or part of the Agreement to the said project or to any benefit to arise from the same.

The Consultant shall complete and include the "Certification for Contracts, Grants, Loans, and Cooperative Agreements" and "Disclosure of Lobbying Activities" forms with the Proposal.

VIII. PAYMENT TO CONSULTANT

A. This work is to be performed for a "Not-to-Exceed Fixed Fee This method of payment is similar to the Cost per Unit Work, which is defined in Chapter 10 of the Caltrans Local Assistance and Procedures Manual, as follows: The Consultant is paid based on the work performed."

B. The Consultant shall provide a "Project Fee Schedule" indicating the fee for individual tasks with a "Not-to-Exceed Fixed Fee" which shall be the sum of all tasks, by part, phase, and milestone and shall be submitted in a separate sealed envelope with cost proposal.

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C. Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.

D. The City will only process invoices and pay the Consultant for the applicable work completed after the successful performance milestones are achieved These milestones are:

1. Project Report complete and approved by Caltrans.
2. Fact Sheets approved by Caltrans.
3. Technical Studies approved by Caltrans.
4. Public Hearing conducted.
5. Draft IS/EA circulated.
6. Environmental Clearance (Notice of Determination) obtained.
7. Environmental Mitigation Negotiation and Permitting complete.
8. GAD complete and approved by Caltrans.
9. Design-level mapping complete.
10. 35% submittal approved by Caltrans.
11. 60% submittal approved by Caltrans
12. 95% submittal approved by Caltrans.
13. 100% submittal approved by Caltrans.
14. Legals/plats and appraisal reports are complete.
15. Right-of-way negotiations and related services on a property-acquired basis.
16. Any other additional authorized work on a task successfully completed and accepted basis.

The City shall make sole and final determination if a milestone as described above is complete and acceptable for payment.

E. Progress payments shall be based on tasks performed as identified in the Payment Schedule. Invoices will specifically identify job title, person-hours, and costs incurred by each task.

F. Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the "Not-to-Exceed Fixed Fee."

G. All tasks including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage, and delivery shall be supporting documentation presented at the time payment is requested.

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H. The City will pay the Consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."

I. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an "Amendment to the Agreement" will be executed between the City and Consultant.

J. The Consultant shall receive no compensation for any re-work necessary as result of the Consultant's errors or oversight.

K. The Consultant shall include a reasonable assumption for salary cost escalation beyond the current year.

L. The Consultant shall provide Errors and Omissions Professional Insurance. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

M. The Consultant shall have Public Liability and Property Damage Insurance in the amounts as follows:

GENERAL LIABILITY		
Bodily Injury	$1,000,000	per occurrence
Property Damage	$ 500,000	per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

N. The Consultant shall have Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment in the amount of not less than $1,000,000.

O. The Consultant shall have Workers' Compensation Insurance in the amounts as will fully comply with the laws of the State of California.

P. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District, its officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District,

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its officers and employees and agents, under any third party liability policy."

Q. Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

R. The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverage's nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the Agency, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amount established.

IX. INDEMNIFICATION - CITY WILL NOT ACCEPT ANY EXCEPTION TO THIS CLAUSE OF THE CONTRACT/AGREEMENT.

A. To the maximum extent allowable by law, the Consultant, when functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, MVHA and CDS, their officers, agents or employees.

B. The consultant, when not functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, MVHA, and CSD, their officers, agents or employees.

C. The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, MVHA's and CSD's employees

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and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, MVHA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

X. TERMINATION FOR CONVENIENCE OF THE CITY - CITY WILL NOT ACCEPT ANY EXCEPTION TO THIS CLAUSE OF THE CONTRACT/AGREEMENT.

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

XI. INDEPENDENT CONTRACTOR

The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent Contractor. The personnel performing the said Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said work shall be responsible for all employee reports and obligations, including but not necessarily restricted to, social security, income tax withholding, unemployment compensation, and Workers' Compensation.

XII. CONTRACT

The Contract includes the Agreement for Professional Consultant Services, City's Request for Proposal, Consultant's Proposal, and Exhibits.

The Political Reform Act and the City's Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

XIII. GENERAL CONDITIONS

A. Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this

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Proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant.

B. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).

C. The City reserves the right to reject any or all Proposals submitted. Any Contract awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.

XIV. Other Requirements

The following requirements are mandatory:

A. The Agreement is subject to pre-award audit by Caltrans, which is estimated to take a minimum of thirty (30) calendar days from the time Caltrans receives the pre-award audit submittal. After the pre-award audit recommendations are received, the Consultant's Proposal shall be adjusted by the Contract Manager to conform to the audit recommendations. The Consultant agrees that any audit recommendations regarding the contract amount, the Consultant's Proposal, or individual items of cost may be incorporated into the contract at the State's sole discretion. Refusal by the Consultant to incorporate the audit recommendations will be considered a breach of contract terms and cause for termination of the contract or rejection for consideration of contract.

B. The Consultant shall provide its complete name and address, including whether the Consultant is an individual, a partnership, or a corporation. The Consultant shall list the location of the office where the Consultant's work will be available for inspection by local agency and State representatives.

C. This work is to be performed for a "Not-to-Exceed Fixed Fee." This method of payment is similar to the Cost per Unit Work, which is defined in Chapter 10 of the Caltrans Local Assistance and Procedures Manual, as follows: The Consultant is paid based on the work performed.

D. The Consultant shall commence services upon written direction to proceed from the City. No charges are to be incurred prior to the Notice to Proceed.

E. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code Regulations, Chapter 21, Section 2500et seq., when

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applicable or other matters connected with the performance of the contract pursuant to Government Code 8546.7; the Consultant and subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The State, the State Auditor, City, Federal Highway Administration, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the Consultant that are pertinent to the contract for audit, examination, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of $25,000 shall contain this provision.

F. Cost Principles - Title 48 Code of Federal Regulations (CFR) Chapter 1, Part 31 and Uniform Administrative Requirements, Title 49 CFR, Part 18 are incorporated herein by reference. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by the Consultant to the City.

G. The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this agreement. For breach or violation of this warranty, the City shall have the right to annul this agreement without liability, or at its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Consultant shall complete and return LAPM Exhibit 10-F, "Certification of Consultant, Commissions, and Fees," to City, prior to starting work.

H. Subcontractors, Assignment and Transfer - Consultant services are considered to be a personal relationship between the City and the Consultant; therefore, subcontracting, assignment, or transfer of any of the work except as otherwise provided for in the executed agreement is expressly prohibited. All subcontracts exceeding $25,000 in cost shall contain all required provisions of the prime contract.

I. The responsible Consultant shall sign all plans, specifications, estimates, and engineering data furnished by Consultant and where appropriate, indicate his/her registration number.

J. Conflict of Interest

1. The Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this contract, or any ensuing

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City Construction project. The Consultant shall also list current clients who may have financial interest in the outcome of this Agreement, or any ensuing City construction project, which will follow.

2. The Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

3. Any subcontract in excess of $25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Agreement.

4. The Consultant hereby certifies that neither the Consultant, its employees, nor any firm affiliated with the Consultant providing services on this project, prepared the Plans, Specifications, and Estimates for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

5. The Consultant further certifies that neither Consultant, nor any firm affiliated with the Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this Agreement is also employed by the construction contractor for any project included within this agreement.

6. Except for subcontractors whose services are limited to materials testing, no subcontractor who is providing services on this Agreement shall have provided services on the design of any project within this contract.

Attachments (incorporated by reference):

Attachment "A"	Location Map
Attachment "B"	PSR-PSD – SR-60/Theodore Street Interchange Improvements (draft)
Attachment "C"	Traffic Engineering Performance Assessment (draft)
Attachment "D"	Storm Water Data Report – Short Form (draft)
Attachment "E"	Conceptual Cost Estimate – Right of Way Component (draft)
Attachment "F"	DES Scoping Checklist (draft)
Attachment "G"	Preliminary Environmental Analysis Report (draft)
Attachment "H"	City Comments
Attachment "I"	City Standard Consultant Agreement (no changes to this agreement will be allowed)
Attachment "J"	Disclosure of Lobbying Activities (Form LLL)
Attachment "K"	List of Subconsultants
Attachment "L"	Proposer's List of Subconsultants (DBE and Non-DBE) Parts I and II
Attachment "M"	Exhibit 10-O2 – Local Agency Proposer DBE Information

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XV. SELECTION CRITERIA

Consultant may be invited to a selection interview. The Proposals will be rated/ranked according to the following criteria:

A. The Firm's General Experience and Qualification Information (10 points) – Information about the company (and all sub-consultants) including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services.

B. Experience of Key Personnel (30 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with state and federal procedures, local experience on comparable projects shown in Criteria Number 1 above, length of service with the firm, and reference information preferably with municipal agencies.

C. Project Approach/Understanding (60 points) – A project approach that reassures the City that the Consultant will deliver this project on time and within budget because they have an excellent grasp of the issues associated with this specific project and can obtain the necessary approvals. Discussion of major issues identified on the project and how Consultant team plans to address them; the management approach and organization necessary to complete the specific project; and outline of quality control measures to ensure delivery of a quality product on time and within budget.

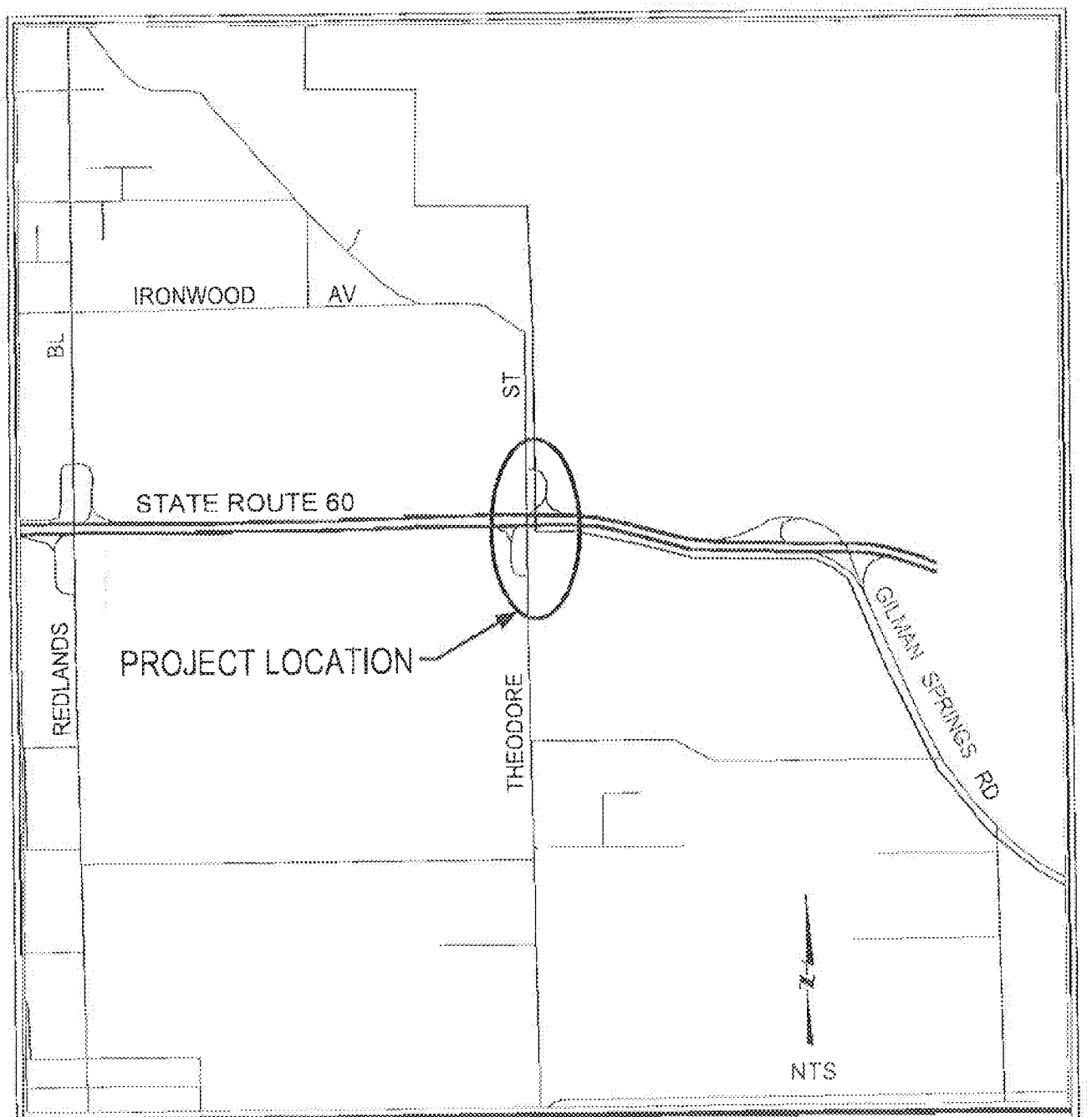

THEODORE STREET

LOCATION MAP
Public Works Department
Capital Projects Division

ATTACHMENT "A"

SR 60 & THEODORE STREET
INTERCHANGE IMPROVEMENTS
Project No. 801 0052 70 77

08 - Riv - 60 – PM 20.0/PM 22.0
Program Code 2010400911
EA 0M590
Project ID#0800000000
February 2013

Project Study Report-Project Development Support (PSR-PDS)
For
SR-60/Theodore Street Interchange Improvements
To
Request Approval of a Locally Funded Project to Proceed to Project Approval and Environmental Document Phase

On Route SR-60 – Theodore Street Interchange

Between Redlands Boulevard

And Gilman Springs Road

APPROVAL RECOMMENDED:

Margery Lazarus, P.E.
CITY OF MORENO VALLEY
Accepts Risks Identified in this PSR-PDS and Attached Risk Register

APPROVAL RECOMMENDED:

Emad Makar, P.E.
CALTRANS PROJECT MANAGER

APPROVED:

Basem Muallem, P.E.
DISTRICT DIRECTOR

DATE

ATTACHMENT "B"

Vicinity Map

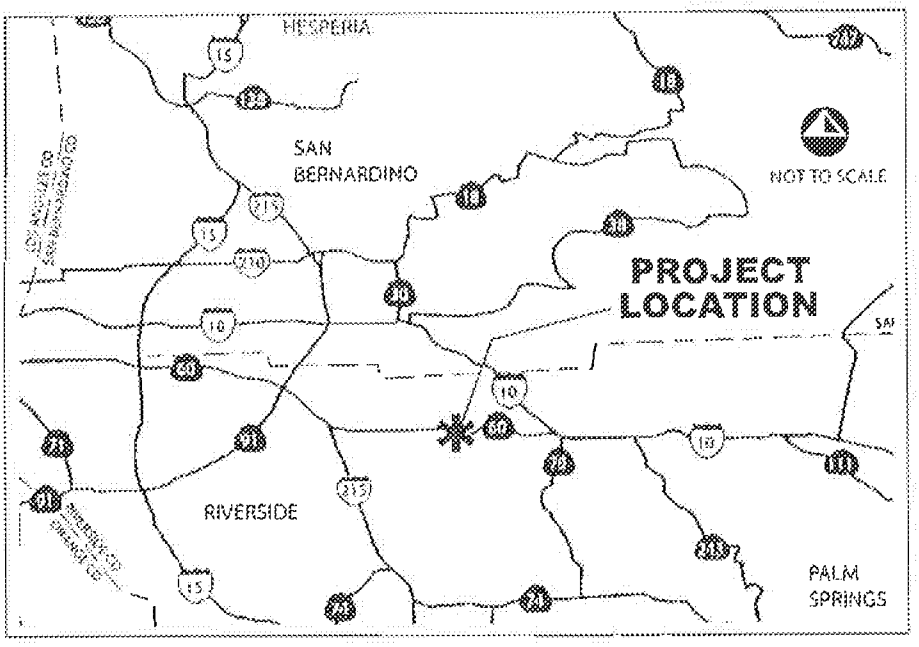

On Route SR-60 – Theodore Street Interchange

Between Redlands Boulevard

And Gilman Springs Road

This project study report-project development support has been prepared under the direction of the following registered civil engineer. The registered civil engineer attests to the technical information contained herein and the engineering data upon which recommendations, conclusions, and decisions are based.

Trisha Keith, P.E. *DATE*
REGISTERED CIVIL ENGINEER

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1. INTRODUCTION

The Moreno Valley Freeway, State Route 60 (SR-60), is a major east-west transportation route within Riverside County and an integral part of the freeway network for the Southern California metropolitan area. In an effort to improve traffic flow along the freeway, the City of Moreno Valley (City), in cooperation with the California Department of Transportation (Caltrans) District 8 and the County of Riverside, is proposing to reconstruct the local interchange at SR-60 and Theodore Street. This PSR-PDS includes four alternatives, including a no build alternative. Each of the three build alternatives would reconfigure the interchange by replacing the Theodore Street overcrossing and all interchange ramps. The project will be locally-funded. Caltrans will be the lead agency for California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance.

The SR-60/Theodore Street interchange is a major access point for existing and proposed logistics sites located in the eastern portion of the City. This area is projected to experience substantial growth for goods movement. Build out of the area, as well as increased shipping traffic through the area, will generate additional traffic on the freeway and at the interchange. Reconstruction of the interchange will address existing deficiencies and accommodate projected growth.

Below is a summary of the project information.

Project Limits	08-Riv-60 PM 20.0/PM 22.0		
Number of Alternatives	4 (One No Build, Three Build Alts)		
Alternative	Alternative 2	Alternative 3	Alternative 4
Capital Outlay Support for PA&ED	TBD	TBD	TBD
Capital Outlay Construction Cost Range	$38,800,000	$31,500,000	$37,800,000
Capital Outlay Right-of-Way Cost Range	$5,300,000	$5,500,000	$5,500,000
Funding Source	Local Funds		
Type of Facility	Freeway Interchange		
Number of Structures	1		
Anticipated Environmental Determination or Document	IS/EA with MND/FONSI		
Project Development Category	4A		

The remaining support, right of way, and construction components of the project are preliminary estimates and are not suitable for programming purposes. The Project Report will serve as the programming document for the remaining support and capital components of the project. A project report will serve as approval of the "preferred" alternative.

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Project environmental studies are anticipated to begin in early 2013, and the project approval/environmental document (PA/ED) phase is expected to be completed by October 2014. Construction is anticipated to begin January 2016, with a duration of two years.

2. BACKGROUND

SR-60 is an east-west transportation route within Los Angeles, San Bernardino, and Riverside Counties. It connects Moreno Valley with coastal cities and the greater Los Angeles area to the west, and the communities of Beaumont, Banning, the cities of the Coachella Valley, and beyond to the east (see Attachment A). Its westerly terminus is located at the East Los Angeles Interchange complex, where it intersects with Interstate 5 (I-5), Interstate 10 (I-10), and US Route 101 (US-101). Its easterly terminus is located at its junction with I-10 in the City of Beaumont.

SR-60 is functionally classified as an Urban Principal Arterial. The entire route is considered a Priority Global Gateway trade corridor for movement of international trade. It is also a Surface Transportation Assistance Act (STAA) Route for use by oversized trucks.

The segment of SR-60 within the project limits is a four-lane freeway. It has two mixed flow lanes in each direction and an unpaved median. Based on Caltrans 2011 Traffic Data, the annual average daily traffic (AADT) volume to the east and west of the interchange is approximately 56,000 vehicles.

Theodore Street is north-south minor arterial in the City of Moreno Valley. To the north and south of the interchange, it is an undivided two-lane roadway without curbs or sidewalks.

The SR-60/Theodore Street interchange was designed and constructed in 1964. The existing interchange consists of the Theodore Street overcrossing with eastbound and westbound SR-60 entrance and exit ramps. The interchange shares characteristics with Type L-6 and Type L-7 two-quadrant cloverleaf interchanges. It is configured with hook ramps but, rather than terminating at parallel streets, the ramps terminate at Theodore Street. The existing ramp termini are stop-controlled.

In September of 2000, the City commissioned KFM Engineering, Inc. to prepare an interchange improvement study for five interchanges along SR-60: Nason Street, Redlands Boulevard, Gilman Springs Road, Moreno Beach Drive, and Theodore Street. The study proposed Theodore Street as a minor arterial north of SR-60 and a divided major arterial for the southerly portion. The proposed SR-60 / Theodore Street interchange configuration consisted of a modified partial cloverleaf.

Proposed development in the area includes the World Logistics Center, a plan for the development of up to 41.6 million square feet of modern high-cube logistics

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warehouse distribution facilities on approximately 2,665 acres of land located immediately south of the SR-60 / Theodore Street interchange.

Existing nonstandard features within the project area include the following:

- The posted vertical clearance is 15'-5" in the eastbound direction and 15'-3" in the westbound direction. Minimum standard vertical clearance is 16'-6" for freeways.
- On Theodore Street, sidewalks are not provided some sections of shoulder are nonstandard.
- Interchange spacing between Theodore Street and Gilman Springs Road is approximately 3,850 feet. Minimum interchange spacing is one mile in urban areas and two miles in rural areas.
- Weaving length from the existing Gilman Springs Road on-ramp to the existing Theodore Street off-ramp is approximately 1,200 feet. Minimum weaving length is 2,000 feet in urban areas and 5,000 feet in rural areas.

Existing Structure

Theodore Street Overcrossing (PM 21.37, Bridge Number 56-0488) is a four-span precast concrete stringer structure. It is approximately 234 feet long, 38 feet wide, and spans four lanes of traffic on SR-60.

The City of Moreno Valley has identified the need for operational and capacity improvements at the SR-60/Theodore Street interchange. The City and Caltrans are members of the PDT and have been involved in the development of the purpose and need statement for the project.

Opportunities to incorporate Context Sensitive Solutions and Complete Streets concepts will be studied further in the PA/ED phase of the project.

3. PURPOSE AND NEED

Purpose:

The purpose of the proposed project is to reconstruct and improve the interchange at SR-60 and Theodore Street in order to correct existing geometric deficiencies, increase capacity, and improve operations. The proposed improvements will reduce congestion at the interchange and provide adequate access for existing traffic volumes as well as forecasted increased traffic demands.

Need:

The proposed project is needed to improve existing geometric deficiencies and address long range projected operational deficiencies at the SR-60/Theodore Street interchange due to forecasted growth and development in the area. Without improvements, by 2035, the eastbound SR-60 on- and off-ramps are expected to operate at LOS F in the PM peak hour, while the westbound SR-60 on- and off-ramps are expected to operate at LOS E and F, respectively, in the AM peak hour. The

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intersections of Theodore Street at Ironwood Avenue, SR-60 westbound and eastbound ramps, and Eucalyptus Avenue are forecast to operate at LOS F in the PM peak hour.

Capacity and Transportation Demand
Daily traffic in the project area is expected to increase over time. The existing interchange has insufficient capacity for the projected traffic volumes, and will provide substandard levels of service. Existing and forecasted traffic volumes for 2012 and 2035 are shown in Section 4 of this report.

Social Demand and Economic Development
Similar to other areas in the Inland Empire, population growth continues to occur in the City of Moreno Valley. Major developments in the area, consisting of a mixture of residential, commercial, industrial, and office uses have been completed, are under construction, or are in the planning process. Build out of the area in accordance with the City of Moreno Valley General Plan will generate substantial traffic on the freeway and local streets leading to the interchange.

4. TRAFFIC ENGINEERING PERFORMANCE ASSESSMENT

A traffic impact analysis (TIA) prepared by Parsons Brinkerhoff, Inc. for the proposed World Logistics Center (WLC) in the City of Moreno Valley (dated February 2013) provided existing and forecast traffic conditions in the project area which served as the basis for the Traffic Engineering Performance Assessment (TEPA) for this project. Detailed methodologies and analysis can be found in the TEPA. Key findings and recommendations are summarized herein.

Three scenarios were selected from the WLC TIA to be evaluated in the TEPA:

1. Existing – *Existing baseline conditions (2012) without the WLC project (Scenario 1).* This scenario best reflects current existing conditions for the proposed SR-60/ Theodore Street Interchange improvements project.

2. Forecast Long-Range without WLC Project – *Existing baseline conditions plus other past, present, and reasonably foreseeable projects expected to be constructed by 2035, including full build-out of the City of Moreno Valley General Plan, without the WLC project (Scenario 7).* This scenario best reflects the long-term traffic condition without interchange improvements. It does not include the World Logistics Center project, but does include all other foreseeable build-out for that time.

3. Forecast Long-Range with WLC Project – *Existing baseline conditions plus other past, present, and reasonably foreseeable projects expected to be constructed by 2035, including full build-out of the City of Moreno Valley General Plan, plus the full build-out of the WLC project (Scenario 8).* This scenario best reflects the

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long-term traffic condition with interchange improvements, which are similar to proposed Alternative 2 for this project.

Existing and Forecast Traffic Volumes

Table 1 shows the SR-60 and ramp segment peak hour volumes for the existing year (2012), forecast long-range (2035) without WLC project, and forecast long-range (2035) with WLC project.

Table 1: Existing and Forecast Peak Hour Volumes SR-60 and Interchange Ramps Segments

Location	Existing 2012		Forecast Long-Range w/o WLC Project		Forecast Long-Range with WLC Project	
	AM	PM	AM	PM	AM	PM
EB SR-60 from Redlands Blvd. to Theodore St.	1,614	1,920	3,200	4,500	3,640	4,280
WB SR-60 from Redlands Blvd. to Theodore St.	1,193	1,498	4,010	3,530	4,290	3,780
EB SR-60 from Theodore St. to Gilman Springs Rd.	1,521	1,915	2,088	2,858	1,853	2,771
WB SR-60 from Theodore St. to Gilman Springs Rd.	1,183	1,393	2,657	2,217	2,483	1,967
EB SR-60 Off-Ramp to Theodore St.	207	434	270	150	860	420
EB SR-60 Loop On-Ramp from Theodore St.	70	71	150	1,350	50	340
EB SR-60 Direct On-Ramp from Theodore St.	(1)	(1)	(1)	(1)	260	1,420
WB SR-60 Off-Ramp to Theodore St.	24	26	640	380	730	430
WB SR-60 On-Ramp from Theodore St.	34	131	90	230	530	650

Note: (1) This ramp does not exist in the Existing and 2035 w/o WLC Project scenarios.

Table 2 shows the Theodore Street segment ADT volumes for the existing year (2012), forecast long-range (2035) without WLC project, and forecast long-range (2035) with WLC project.

Table 2: Existing and Forecast ADT Volumes Theodore Street Segments

Location	Existing 2012	Forecast Long-Range w/o WLC Project	Forecast Long-Range with WLC Project

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	ADT	V/C	ADT	V/C	ADT	V/C
Theodore St. from WB SR-60 Ramps to Ironwood Ave.	650	0.06	9,653	0.85	14,617	0.65
Theodore St. from EB SR-60 Ramps to Eucalyptus Ave.	2,018	0.18	8,699	0.77	34,518	0.68

Segment Levels of Service

Tables 3 and 4 summarize the existing and forecast segment levels of service (LOS) for SR-60, interchange ramps, and Theodore Street. Table 3 shows that, by the year 2035, LOS F is anticipated for eastbound SR-60 from Redlands Boulevard to Theodore Street in the PM peak hour, with LOS E expected for the same segment of SR-60 in the westbound direction in the AM peak hour. LOS E is anticipated for eastbound SR-60 between Theodore Street and Gilman Springs Road in the PM peak hour. The eastbound SR-60 on- and off-ramps are expected to operate at LOS F in the PM peak hour, while the westbound SR-60 on- and off-ramps are expected to operate at LOS E and F, respectively, in the AM peak hour.

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Table 3: Existing and Forecast Segment Level of Service (LOS)
SR-60 and Interchange Ramps Segments

Location	Existing 2012		Forecast Long-Range w/o WLC Project		Forecast Long-Range with WLC Project	
	AM	PM	AM	PM	AM	PM
EB SR-60 from Redlands Blvd. to Theodore St.	B	B	C	F	D	E
WB SR-60 from Redlands Blvd. to Theodore St.	A	B	E	D	E	E
EB SR-60 from Theodore St. to Gilman Springs Rd.	B	B	B	E	B	E
WB SR-60 from Theodore St. to Gilman Springs Rd.	A	A	D	C	C	C
EB SR-60 Off-Ramp to Theodore St.	B	B	D	F	C	C
EB SR-60 Loop On-Ramp from Theodore St.	B	B	C	F	D	E
EB SR-60 Direct On-Ramp from Theodore St.	(1)	(1)	(1)	(1)	C	F
WB SR-60 Off-Ramp to Theodore St.	B	B	F	C	C	C
WB SR-60 On-Ramp from Theodore St.	B	B	E	D	E	D

Note: (1) This ramp does not exist in the Existing scenario.

Table 4: Existing and Forecast Segment Level of Service (LOS)
Theodore Street Segments

Location	Existing 2012	Forecast Long-Range w/o WLC Project	Forecast Long-Range with WLC Project
	LOS(1)	LOS(1)	LOS(1)
Theodore St. from WB SR-60 Ramps to Ironwood Ave.	A	C	A
Theodore St. from EB SR-60 Ramps to Eucalyptus Ave.	A	B	B

Note: (1) LOS values for Theodore Street segments were determined based on the WLC TIA values for segment capacities and volumes and Table 11: Level of Service (LOS) Standards for Surface Streets in Moreno Valley.

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Intersection Levels of Service

Table 5 shows that the intersections of Theodore Street at Ironwood Avenue, the SR-60 ramps, and Eucalyptus Avenue are forecast to operate at LOS F in the PM peak hour by the year 2035, and the intersection of Theodore Street at SR-60 westbound ramps is forecast to operate at LOS F in the AM peak hour.

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Table 5: Existing and Forecast Intersection Delay / Level of Service (LOS) Summary

Intersection	AM		PM	
	Delay (sec.)	LOS	Delay (sec.)	LOS
Existing 2012				
Theodore St. & Ironwood Ave. (Stop-Sign Controlled)	9.7	A	9.8	A
Theodore St. & SR-60 WB ramps (Stop-Sign Controlled)	9.0	A	9.6	A
Theodore St. & SR-60 EB ramps (Stop-Sign Controlled)	9.2	A	9.4	A
Theodore St. & Eucalyptus Ave. (Stop-Sign Controlled)	9.2	A	9.8	A
Forecast Long-Range w/o WLC Project				
Theodore St. & Ironwood Ave. (Stop-Sign Controlled)	22.9	C	992.4	F
Theodore St. & SR-60 WB ramps (Stop-Sign Controlled)	62.2	F	173.7	F
Theodore St. & SR-60 EB ramps (Stop-Sign Controlled)	13.5	B	999.9	F
Theodore St. & Eucalyptus Ave. (Stop-Sign Controlled)	10.5	B	68.9	F
Forecast Long-Range with WLC Project – includes interchange improvements similar to Alternative 2				
Theodore St. & Ironwood Ave. (Signalized)	6.6	A	7.5	A
Theodore St. & SR-60 WB ramps (Signalized)	14.4	B	20.1	C
Theodore St. & SR-60 EB ramps (Signalized)	2.2	A	34.1	C
Theodore St. & Eucalyptus Ave. (Signalized)	28.6	C	47.5	D

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Safety / Accident Data

Traffic Accident Surveillance and Analysis System (TASAS) – Transportation System Network (TSN) data was provided by Caltrans District 8 and included accidents that occurred between July 1, 2008 and June 30, 2011 on SR-60, from PM 19.0 to 23.0, as well as the interchange ramps. A summary of the accident data provided in TASAS Table B is shown in Table 6 below:

Table 6: TASAS-TSN Table B Accident Rates from 7/1/2008 to 6/30/2011

Location	Number of Accidents			Accident Rates[1]					
				Actual			Average		
	Total	Fatal	Inj	Fatal	F+I	Total	Fatal	F+I	Total
Eastbound									
Mainline PM 19.0/23.0	70	1	31	0.008	0.27	0.59	0.006	0.23	0.69
Theodore Street Exit Ramp	3	1	0	1.661	1.66	4.98	0.003	0.35	1.01
Theodore Street Entrance Ramp	1	0	0	0.000	0.00	2.28	0.005	0.14	0.44
Westbound									
Mainline PM 19.0/23.0	78	0	30	0.000	0.25	0.66	0.006	0.23	0.69
Theodore Street Exit Ramp	0	0	0	0.000	0.00	0.00	0.007	0.34	1.04
Theodore Street Entrance Ramp	0	0	0	0.000	0.00	0.00	0.003	0.24	0.72

Note: 1. Accident rates are expressed as # of accidents/ Million vehicle miles for mainline, and # of accidents/Million vehicles for ramps.

The majority of accidents on the SR-60 mainline were sideswipes or incidents where vehicles struck objects, and the primary collision factors were mostly improper turns, speeding, or other violations. On the Theodore Street exit ramp, two of the accidents were attributed to speeding and one to improper turn movement. All three resulted in vehicles striking curb, dike, or guardrail. The accident on the eastbound Theodore Street entrance ramp resulted in a vehicle striking the guardrail along the ramp, and was attributed to improper turn movement.

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The proposed interchange improvements would provide greater deceleration length and larger radius curves on the exit ramps, which would give drivers more opportunity to slow after leaving the mainline and negotiate turns. Proposed entrance ramps would be longer and have fewer tight curves, which should again improve drivers' ability to negotiate turns. As a result, accidents attributed to the existing hook ramp configurations should be minimized. On SR-60 mainline, auxiliary lanes will be considered between the Redlands Boulevard, Theodore Street, and Gilman Springs Road interchanges, which would improve weaving conditions between the ramp junctions.

Recommended Design Features

The following features are recommended for consideration during design in PA/ED to improve operations and safety on SR-60 and Theodore Street, and at the interchange:

- Auxiliary lanes
- Acceleration/Deceleration lanes
- Pedestrian crossing systems
- Traffic signals
- Metal beam guard rails
- Lighting
- Clear zones
- Ramp metering and detection systems

Traffic Engineering Studies

The traffic study prepared for the project during PA/ED will include the following analyses:

- Capacity
- Delay
- Queue
- Level of service
- Signal warrants
- Ramp merge/diverge
- Weave analysis
- Special truck studies
- Ramp metering analysis

Other Traffic Considerations and Coordination

In addition to the traffic analyses listed above, traffic-related efforts during PA/ED should include the following:

- Electrical systems, including traffic signals, safety lighting, and overhead sign structures

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- Coordination with Caltrans and the City regarding signal coordination and connection to the City TMC
- TMP data sheets
- Stage construction

5. DEFICIENCIES

Based on traffic projections, three of the four segments of SR-60 between Redlands Boulevard and Gilman Springs Road will experience declines in LOS to below concept LOS D by year 2035. In that same time, the eastbound ramps at Theodore Street are expected to operate at LOS F in the PM peak hour, and the westbound exit and entrance ramps at Theodore Street are expected to operate at LOS F and E, respectively, in the AM peak hour. Additionally, all four intersections within the project area are forecast to operate at LOS F in the PM peak hour by year 2035. The existing SR-60/Theodore Street interchange does not have adequate capacity to support the growth in traffic volumes anticipated by this forecast year due to future development.

Without this project, the operation and efficiency of the SR-60/Theodore Street interchange would continue to deteriorate over time, resulting in congestion, delays, and consequent decreased LOS at the interchange and adjacent intersections.

6. CORRIDOR AND SYSTEM COORDINATION

SR-60 is a STAA route on the National Network, a Priority Global Gateway trade corridor as part of the Global Gateways Development Program, and a Transportation Gateway of Major Statewide Significance per the Caltrans Interregional Transportation Strategic Plan (ITSP).

SR-60 is classified as a rural Principal Arterial in the project area per the District 8 Transportation Concept Report for SR-60, dated September 2012. The proposed project is located in Segment 6, between Redlands Boulevard and Gilman Springs Road. The recommended concept for this segment is six mixed flow lanes and no HOV.

The 2012 Regional Transportation Plan (RTP), titled "2012-2035 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS): Towards a Sustainable Future", adopted by Southern California Area Governments (SCAG) in April 2012 includes improvements to SR-60 and Theodore Street in the following projects:

(1) Project ID# 3M0801 – Description: AT SR-60/THEODORE ST IC: WIDEN OC FROM 2 TO 6 THRU LANES; WIDEN WB EXIT/ENTRY RAMPS FROM 1 LN TO 2 LNS AT EXIT/ENTRY, 3 LNS AT ART. W/ HOV AT ENTRY; WIDEN EB EXIT RAMP FROM 1 LN TO 2 LNS AT EXIT AND 3 LNS AT ART.; WIDEN EB ENTRY RAMP FROM 1 LN TO 2 LNS W/ HOV; ADD EB

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LOOP ENTRY WITH 2 LNS AT ART. AND 1 LN AT ENTRY; ADD AUX LNS 1700' EACH DIR WEST OF IC & 1200' EB AND 2200' WB EAST OF IC

(2) Project ID# 3A0807 – Description: IN MORENO VALLEY, WIDEN THEODORE ST FROM 2 TO 4 LANES +2 AUX LANES FROM EUCALYPTUS AVE TO SR-60 EB RAMPS, INCLUDING MEDIANS, TRAFFIC SIGNALS, CHANNELIZATION IMPROVEMENTS, LEFT-TURN POCKETS, DEDICATED RIGHT-TURN LANES, DRAINAGE IMPROVEMENTS, LANDSCAPING, SIDEWALKS, AND BIKE LANES

(3) Project ID# 3A0806 – Description: IN MORENO VALEY, WIDEN THEODORE ST FROM 2 TO 4 LANES FROM SR-60 WB RAMPS TO IRONWOOD AVE, INCLUDING TRAFFIC SIGNALS, CHANNELIZATION IMPROVEMENTS, LEFT-TURN POCKETS, DEDICATED RIGHT-TURN LANES, DRAINAGE IMPROVEMENTS, LANDSCAPING, SIDEWALKS, AND BIKE LANES.

The July 2006 City of Moreno Valley General Plan Circulation Plan designates Theodore Street as a Divided Major Arterial, with six traffic lanes.

7. ALTERNATIVES

Project Alternatives

Four alternatives were analyzed for the project: a no build alternative and three new interchange configurations. Each of the new interchange alternatives includes removal and reconstruction of the Theodore Street overcrossing and all ramps. The existing lane configuration on SR-60 at the interchange will not be changed, however the Theodore Street overcrossing will be reconstructed to allow for future widening of the freeway to an ultimate section consisting of four mixed flow lanes and one HOV lane in each direction. Proposed ramps will be designed to be compatible with future freeway widening to minimize future reconstruction. Theodore Street will be widened to three lanes in each direction, with standard shoulders, a center median, and dedicated turn lanes where needed. See Attachment B-1 for the Project Area and Attachment C for Typical Sections. Additional details of each alternative are provided below:

Alternative 1 (No Build Alternative): Under this alternative, no reconstruction or improvements would be made to the existing SR-60 / Theodore Street interchange other than routine roadway maintenance and currently approved improvements. See Attachment B-2 for the No Build Alternative.

Alternative 2 (Modified Partial Cloverleaf – Mod Type L-7/L-8): This alternative avoids an existing residential development located in the northeast quadrant of the interchange. It would reconstruct and improve the existing interchange in a modified Type L-7/L-8 configuration. Improvements would include construction of new

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westbound entrance and loop exit ramps in the northwest quadrant of the interchange and an eastbound entrance ramp in the southeast quadrant, in a partial Type L-8 configuration. New eastbound exit and loop entrance ramps would be constructed in the southwest quadrant, in a partial Type L-7 configuration. The existing Theodore Street overcrossing would be removed and replaced by a new bridge, approximately 142 feet wide and 300 feet long. An auxiliary lane would be added in both directions between the Redlands Boulevard and Theodore Street interchanges, as well as in the eastbound direction between the Theodore Street and Gilman Springs Road interchanges. See Attachment B-3 for the proposed interchange layout.

The divergence point of the proposed westbound loop exit ramp would be located west of the existing exit ramp divergence point, thereby increasing the weave length between the westbound Gilman Springs Road entrance ramp and Theodore Street exit ramp.

Alternative 2 will impact areas in the northwest, southwest, and southeast quadrants of the interchange. Additional right of way will be required to accommodate proposed ramps in these locations.

Alternative 3 (Spread Diamond - Type L-2): This alternative would reconstruct and improve the existing interchange in an L-2 configuration. Improvements would include construction of new entrance and exit ramps in all four quadrants of the interchange. The existing Theodore Street overcrossing would be removed and replaced by a new bridge, approximately 142 feet wide and 300 feet long. An auxiliary lane will be added in both directions between the Redlands Boulevard and Theodore Street interchanges, as well as between the Theodore Street and Gilman Springs Road interchanges. See Attachment B-4 for the proposed interchange layout.

The divergence point of the proposed westbound exit ramp would be located east of the existing exit ramp divergence point, thereby decreasing the weave length between the westbound Gilman Springs Road entrance ramp and Theodore Street exit ramp.

Alternative 3 would impact areas in all four interchange quadrants. Additional right of way would be required to accommodate the proposed ramps. This alternative would impact the existing residential development located in the northeast quadrant of the interchange.

Alternative 4 (Modified Spread Diamond – Mod Type L-2/L-9): This alternative would reconstruct and improve the existing interchange in a modified Type L-2/L-9 configuration. Improvements would include construction of a new westbound entrance ramp in the northwest quadrant of the interchange and westbound exit and loop entrance ramps in the northeast quadrant, in a partial Type L-9 configuration. New eastbound exit and entrance ramps would be constructed in the southwest and southeast quadrants respectively, in a partial Type L-2 configuration. The existing Theodore Street overcrossing would be removed and replaced by a new bridge, approximately 142 feet wide and 300 feet long. An auxiliary lane will be added in

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both directions between the Redlands Boulevard and Theodore Street interchanges, as well as between the Theodore Street and Gilman Springs Road interchanges. See Attachment B-5 for the proposed interchange layout.

Similar to Alternative 3, the divergence point of the proposed westbound exit ramp would be located east of the existing exit ramp divergence point, thereby decreasing the weave length between the westbound Gilman Springs Road entrance ramp and Theodore Street exit ramp.

Alternative 4 will impact areas in all quadrants of the interchange. Additional right of way will be required to accommodate proposed ramps. This alternative would impact the existing residential development located in the northeast quadrant of the interchange.

The following technical reports are anticipated for Alternatives 2, 3, and 4 during the PA/ED phase of the project:

- Advanced Planning Study for the Theodore Street Overcrossing;
- Drainage Reports to address existing and proposed hydrology and hydraulic designs;
- Preliminary materials and geotechnical design reports;
- Life-Cycle Cost Analysis for pavement design;
- Storm Water Data Report (update to PA/ED level);
- Right of Way Data Sheets;
- Traffic analyses (see Section 4, Traffic Engineering Performance Assessment); and,
- Traffic Management Plan Data Sheets

Nonstandard Features

The following nonstandard features have been identified in the proposed alternatives based on May 2012 Caltrans Highway Design Manual (HDM) standards. Further analysis will be performed in the PA/ED phase. Fact sheets for exceptions to design standards will be prepared to document nonstandard features prior to completion of the PA/ED phase of the project.

The segment of SR-60 between Redlands Boulevard and Gilman Springs Road is currently designated rural. The following design exception features are based on the rural designation. Development of adopted General Plan land uses in the area is expected to change the route's future designation from rural to urban.

Mandatory Design Exception Features

A. Design Exception Feature #1 (existing feature) – Interchange Spacing, HDM Index 501.3

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Per HDM Index 501.3, minimum interchange spacing is one mile, or 5,280 feet, in urban areas and two miles, or 10,560 feet, in rural areas. The segment of SR-60 between Redlands Boulevard and Gilman Springs is currently considered rural, therefore the minimum spacing between interchanges should be two miles. The existing interchange spacing between Theodore Street and Redlands Boulevard is approximately 5,282 feet, which is nonstandard for rural conditions but standard for urban conditions. The existing interchange spacing between Theodore Street and Gilman Springs Road is approximately 3,850 feet, which is nonstandard for both rural and urban conditions. The proposed alternatives will not alter the alignments of Theodore Street, Redlands Boulevard, or Gilman Springs Road, therefore the interchange spacing will remain unchanged.

B. Design Exception Feature #2 (existing and proposed feature) – Minimum Weave Length, HDM Index 504.7

The minimum weave length per HDM Index 504.7 is 2,000 feet in urban areas and 5,000 feet in rural areas. The section of SR-60 between Redlands Boulevard and Gilman Springs is currently considered rural, therefore the minimum weave length between ramps should be 5,000 feet. Under Alternative 1, the no build alternative, the existing weave lengths for all ramps would remain unchanged.

The existing weave length between the westbound Theodore Street on-ramp and Redlands Boulevard off-ramp is approximately 4,575 feet. Alternative 2 would reduce the weave length to approximately 2,196 feet. Alternatives 3 and 4 would reduce the weave length to approximately 2,502 feet. The proposed alternative weave lengths would be nonstandard for rural conditions but standard for urban conditions.

The existing weave length between the eastbound Redlands Boulevard on-ramp and Theodore Street off-ramp is approximately 4,542 feet. Alternatives 2, 3, and 4 would reduce the weave length to approximately 3,344 feet. The proposed alternative weave lengths would be nonstandard for rural conditions but standard for urban conditions.

The existing weave length between the eastbound Theodore Street on-ramp and Gilman Springs Road off-ramp is approximately 2,900 feet. Alternatives 2, 3, and 4 would reduce the weave length to approximately 1,273 feet. The proposed alternative weave lengths would be nonstandard for both rural and urban conditions.

The existing weave length between the westbound Gilman Springs Road on-ramp and Theodore Street off-ramp is approximately 1,200 feet. Alternative 2 would improve the weave length to approximately 1,700 feet. Alternatives 3 and 4 would reduce the weave length to approximately 500 feet. The proposed alternative weave lengths would be nonstandard for both rural and urban conditions.

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Alternative	Design Standard from Highway Design Manual Tables 82.1A & 82.1B	Probability of Design Exception Approval (None, Low, Medium, High,)	Justification for Probability Rating
2, 3, 4	501.3 – Interchange Spacing (Redlands Blvd to Theodore St) - proposed 5,282 ft, - required 10,560 ft	High	Non-standard feature is an existing condition.
2, 3, 4	501.3 – Interchange Spacing (Theodore St to Gilman Springs Rd) - proposed 3,850 ft, - required 10,560 ft	High	Non-standard feature is an existing condition.
2	504.7- Minimum Weave Length (WB Theodore St to Redlands Blvd) - proposed 2,196 ft, - required 5,000 ft	High	Non-standard feature will not be considered non-standard when route designation changes to urban.
3, 4	504.7- Minimum Weave Length (WB Theodore St to Redlands Blvd) - proposed 2,502 ft, - required 5,000 ft	High	Non-standard feature will not be considered non-standard when route designation changes to urban.
2, 3, 4	504.7- Minimum Weave Length (EB Redlands Blvd to Theodore St) - proposed 3,344 ft, - required 5,000 ft	High	Non-standard feature will not be considered non-standard when route designation changes to urban.
2, 3, 4	504.7- Minimum Weave Length (EB Theodore St to Gilman Springs Rd) - proposed 1,273 ft, - required 5,000 ft	Medium	Additional weaving analysis needed to understand the impacts.
2	504.7- Minimum Weave Length (WB Gilman Springs Rd to Theodore St) - proposed 1,700 ft, - required 5,000 ft	Medium	Non-standard feature is an existing condition that is being improved upon.
3, 4	504.7- Minimum Weave Length (WB Gilman Springs Rd to Theodore St) - proposed 500 ft, - required 5,000 ft	Low	Additional weaving analysis needed to understand the impacts.

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Advisory Design Exception Features

A. Design Exception Feature #1 (existing and proposed feature) – Superelevation Transition, HDM Index 202.5(1)

The existing interchange ramps include nonstandard superelevation transition lengths. It is anticipated that nonstandard superelevation transitions will be necessary in restrictive conditions of the proposed alternatives, however the requirements for Superelevation Transition in Restrictive Situations, HDM Index 202.5(3) will be met.

Design Standards Risk Assessment			
Alternative	Design Standard from Highway Design Manual Tables 82.1A & 82.1B	Probability of Design Exception Approval (None, Low, Medium, High,)	Justification for Probability Rating
2, 3, 4	202.5(1) – Superelevation Transition	High	Requiring standard superelevation transitions would significantly impact adjacent properties.

Common Features for Alternatives

Transportation Management Plan

Based on the initial examination of items related to the TMP Data Sheet, the impacts of the project to the freeway and ramps are estimated to be medium while the impacts to the local roads are estimated to be medium. TMP data sheets will be developed during the PA/ED phase in order to recommend methods of reducing construction and circulation impacts.

Construction Staging

It is anticipated that the project will be staged to minimize impacts to existing traffic. Construction of the overcrossings under Alternatives 2, 3 and 4 will be phased to allow Theodore Street to remain open during construction. A preliminary stage construction concept will be developed in PA/ED phase. Detailed staging plans and traffic handling plans will be developed in the final design phase.

Storm Water BMPs

A Storm Water Pollution Prevention Plan (SWPPP) will be prepared for this project to address construction BMPs. Consideration for permanent treatment BMPs will also be required. It is anticipated that post-project State right of way will provide adequate area for BMPs. This will be confirmed during the PA/ED and PS&E phases. Downstream receiving water bodies for the project are Canyon Lake and Lake Elsinore. Both are 303(d) listed facilities. The anticipated storm water project risk level is Level 1.

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Permits

It is anticipated that the following permits will be required for the project:

- National Pollutant Discharge Elimination System (NPDES) Permit (Notice of Construction for the Construction General Permit)
- Section 402 Clean Water Act Certification
- Section 7 Consultation with USFWS in the event Waters of the U.S. or Federally-listed species are affected
- State Right-of-Way Encroachment Permit
- City of Moreno Valley Encroachment Permit

8. RIGHT-OF-WAY

Below is a summary of the right of way required for each project alternative. Attachment G provides the Conceptual Cost Estimate - Right of Way Component.

Alternative 1 (No Build): No parcels are required.

Alternative 2: The modified partial cloverleaf alternative will require approximately 25.1 acres of right of way over 9 parcels, all of which are currently vacant.

Alternatives 3 and 4: The spread diamond and modified spread diamond alternatives will require approximately 25.8 acres of right of way over 10 parcels, most of which are currently vacant, with the exception of an existing residential development located in the northeast quadrant of the interchange.

Utilities:
Based on initial utility information, the proposed project may impact the following utilities:

Utility	Owner
Cable	Time Warner Cable
Electrical	Moreno Valley Electric Utility
	Southern California Edison
Gas	Southern California Gas
Water	Eastern Municipal Water District
	Metropolitan Water District
Wireless	Verizon Wireless

Information provided by the Dig Alert web site was used to prepare this list. Coordination with the identified utility companies will be carried out during the PA/ED, PS&E, and construction phases. It is anticipated that all proposed build

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alternatives will impact existing overhead electrical lines located along the west side of Theodore Street. An existing domestic water line located along the south side of SR-60 may also be impacted. The need for relocation of these lines will be confirmed during PA/ED.

Railroad:
There are no railroad facilities within the project limits.

9. STAKEHOLDER INVOLVEMENT

The draft environmental document prepared for this project will be publicly noticed and circulated as applicable. Specific outreach efforts will be undertaken to invite response to this proposed project from the adjoining properties within 500 yards of project site.

The City, the project sponsor, has regularly attended Project Development Team (PDT) meetings. The City has stated that to their knowledge there is no opposition to the proposed project.

10. ENVIRONMENTAL DETERMINATION/DOCUMENTATION

A Preliminary Environmental Analysis Report (PEAR) has been prepared for this project, and is attached herewith as Attachment E. At this time, it is anticipated that this project will be funded solely through local funds. However, with a possibility of securing federal funds during project development, the PEAR has been developed to comply with both CEQA and NEPA. Based on the preliminary evaluation conducted as part of the PEAR, the anticipated environmental document for this project is an Initial Study/ Environmental Assessment (IS/EA) leading to a Mitigated Negative Declaration (MND) under CEQA, and Finding of No Significant Impacts (FONSI) for NEPA.

Based on the technical summaries described in the PEAR, it is expected that impacts associated with all build alternatives would be mitigated to a level below significance. The total cost estimates for potential mitigation measures and permits associated with all build alternatives are premature and speculative at this time as one or more of these measures may not be required. However, as a conservative budget estimate, costs associated with commitments above should be assumed at up to $250,000. The schedule associated with the IS/MND is expected to have a duration of approximately 15 to 18 months.

Several technical studies are required for this proposed project. It is not anticipated that the individual resource evaluations will identify significant environmental concerns within or adjacent to the proposed project area that cannot be mitigated. If additional technical studies are necessary, the completion of these studies could affect schedule and cost. Construction monitoring for biological and cultural resources, if

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deemed necessary, could also complicate, slow, or lengthen the schedule and increase costs.

The following is a list of the anticipated environmental technical studies.

- Visual Impact Assessment (VIA)
- Archaelogical Survey Report (ASR)
- Historic Property Survey Report (HPSR)
- Storm Water Data Report (SWDR)
- Geotechnical Report
- Initial Site Assessment (ISA)
- Aerially Deposited Lead (ADL) Report
- Air Quality Assessment (AQA)
- Traffic Noise Analysis Protocol (TNAP) – based upon screening result
- Noise Abatement Decision Report (NADR) – based upon screening result
- Natural Environment Study (NES)
- Traffic Analysis
- Farmland Technical Memorandum – Alternatives 3 and 4
- Relocation Impact Statement – Alternatives 3 and 4
- Historic Resources Evaluation Report (HRER) – Alternatives 3 and 4

11. FUNDING

At this time, no federal or state funding has been identified for this project. The project will be funded through local funds.

Capital Outlay Project Estimate

	Range of Estimate		STIP Funds		Fund Source "A"	
	Construction	Right-of-Way	Construction	Right-of-Way	Construction	Right-of-Way
Alternative 1	$0	$0	-	-	$0	$0
Alternative 2	$38,800,000	$5,300,000	-	-	$38,800,000	$5,300,000
Alternative 3	$31,500,000	$5,500,000	-	-	$31,500,000	$5,500,000
Alternative 4	$37,800,000	$5,500,000	-	-	$37,800,000	$5,500,000

The level of detail available to develop these capital outlay project estimates is only accurate to within the above ranges and is useful for long-range planning purposes only. The capital outlay project estimates should not be used to program or commit State-programmed capital outlay funds. The Project Report will serve as the appropriate document from which the remaining support and capital components of the project will be programmed.

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Capital Outlay Support Estimate

Capital outlay support estimate for programming PA/ED in the 2013 STIP for this project: $TBD.

12. SCHEDULE

Project Milestones		Scheduled Delivery Date (Month/Year)
PROGRAM PROJECT	M015	3/2013
BEGIN ENVIRONMENTAL	M020	3/2013
CIRCULATE DPR & DED EXTERNALLY	M120	3/2014
PA & ED	M200	10/2014

The anticipated funding fiscal year for construction is 2015/16.

13. RISKS

The Project Risk Management Team has identified 7 potential risks, all threats: right of way acquisition delays, non-standard slopes, lack of project funding, delay of Locally Preferred Alternative, utility relocation difficulties, Aesthetic Plan, and Traffic Study scope. While probability and impact varies with each one, these risks require close attention throughout the project. These risks should be monitored and updated at least once during the PA/ED phase and quarterly during the construction phase. See Attachment H for the Risk Register.

14. FHWA COORDINATION

This project is considered to be an Assigned Project in accordance with the current Federal Highway Administration (FHWA) and Department of Transportation (Caltrans) Joint Stewardship and Oversight Agreement.

15. PROJECT CONTACTS

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Caltrans District 8

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Division of Planning, Caltrans District 8

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RBF Consulting

Trisha Keith.....(949) 855-7049
Consultant Project Engineer
RBF Consulting

Alan Ashimine.....(949) 855-5710
Environmental Studies
RBF Consulting

16. PROJECT REVIEWS

Field Review _____ Date _____
District Maintenance _____ Date _____
District Traffic Safety Engineer _____ Date _____
District Safety Review _____ Date _____
HQ Design Coordinator _____ Date _____
Project Manager _____ Date _____

ATTACHMENTS (Number of Pages)

Attachment A – Regional Vicinity Map (1)
Attachment B – Project Area and Alternatives Plans (5)
Attachment C – Typical Cross Sections (1)
Attachment D – Cost Estimates (18)
Attachment E – Preliminary Environmental Analysis Report (PEAR) (15)
Attachment F – Transportation Planning Scoping Information Sheet (8)
Attachment G – Conceptual Cost Estimate – Right-of-Way Component (2)
Attachment H – Risk Register (1)

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Regional Vicinity Map

Attachment A

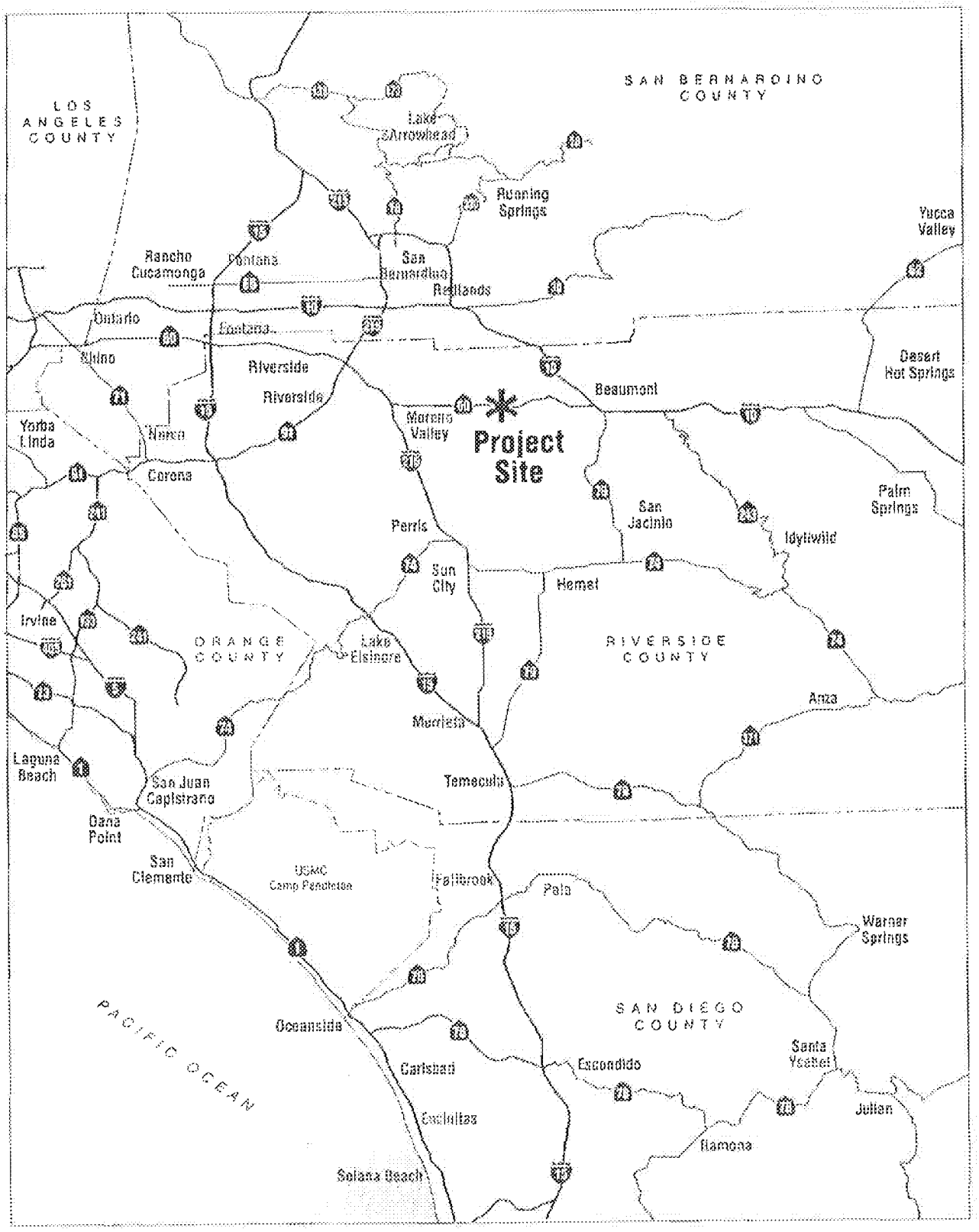

SR-60 / THEODORE STREET INTERCHANGE PROJECT

Regional Vicinity Map

Attachment A

Project Area and Alternatives Plans

Attachment B

SR-60
REDLANDS BLVD
THEODORE
STREET
GILMAN SPRINGS RD
PROJECT AREA

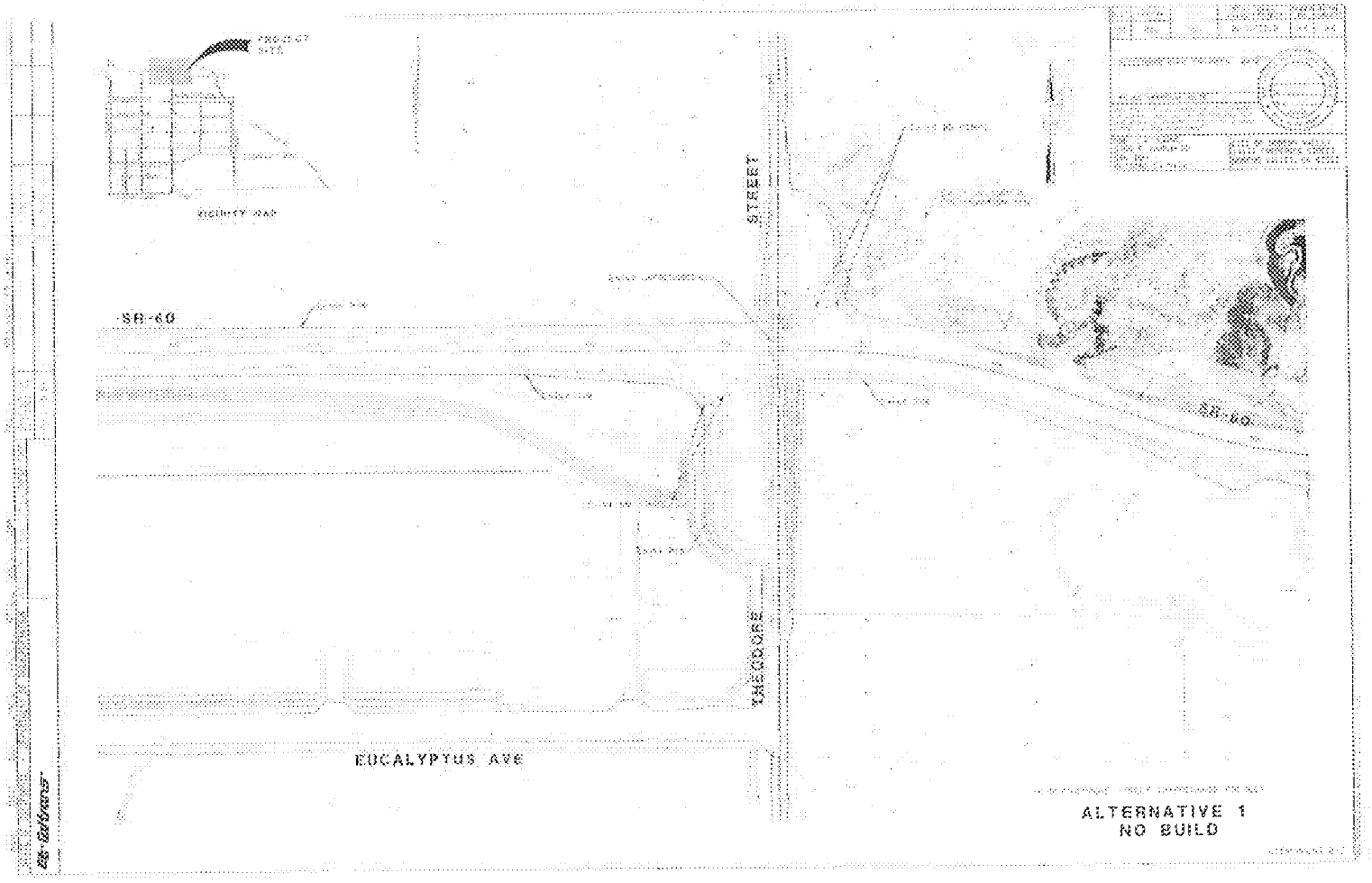
PROJECT SITE
VICINITY MAP
SR-60
EUCALYPTUS AVE
THEODORE
STREET
SR-60
ALTERNATIVE 1
NO BUILD

PROJECT SITE
STREET
SR-60
SR-60
THE MOORE
ALTERNATIVE 2
MODIFIED PARTIAL CLOVERLEAF

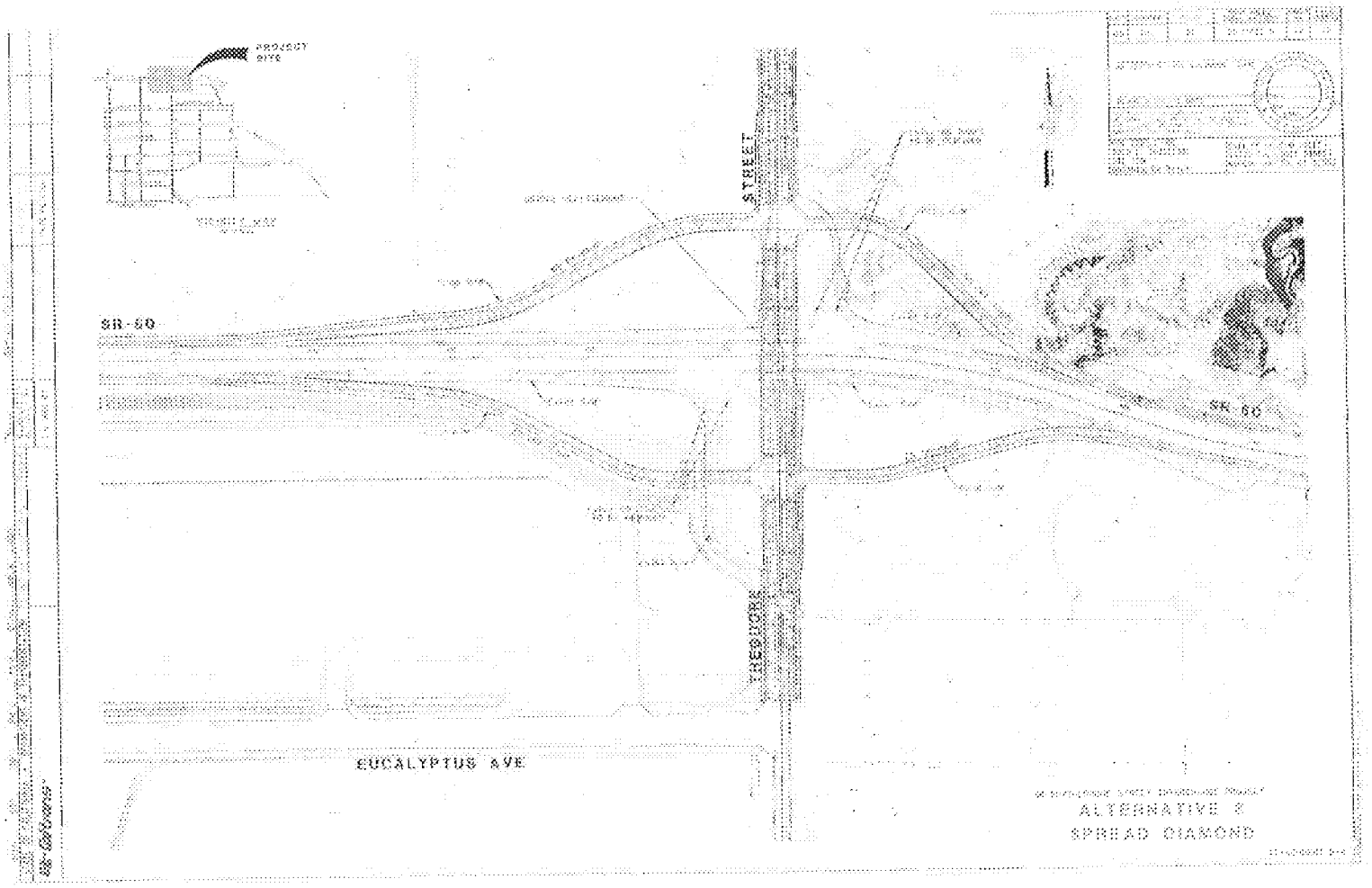
PROJECT SITE
SR-60
STREET
THEODORE
EUCALYPTUS AVE
SR 60
ALTERNATIVE 2
SPREAD DIAMOND

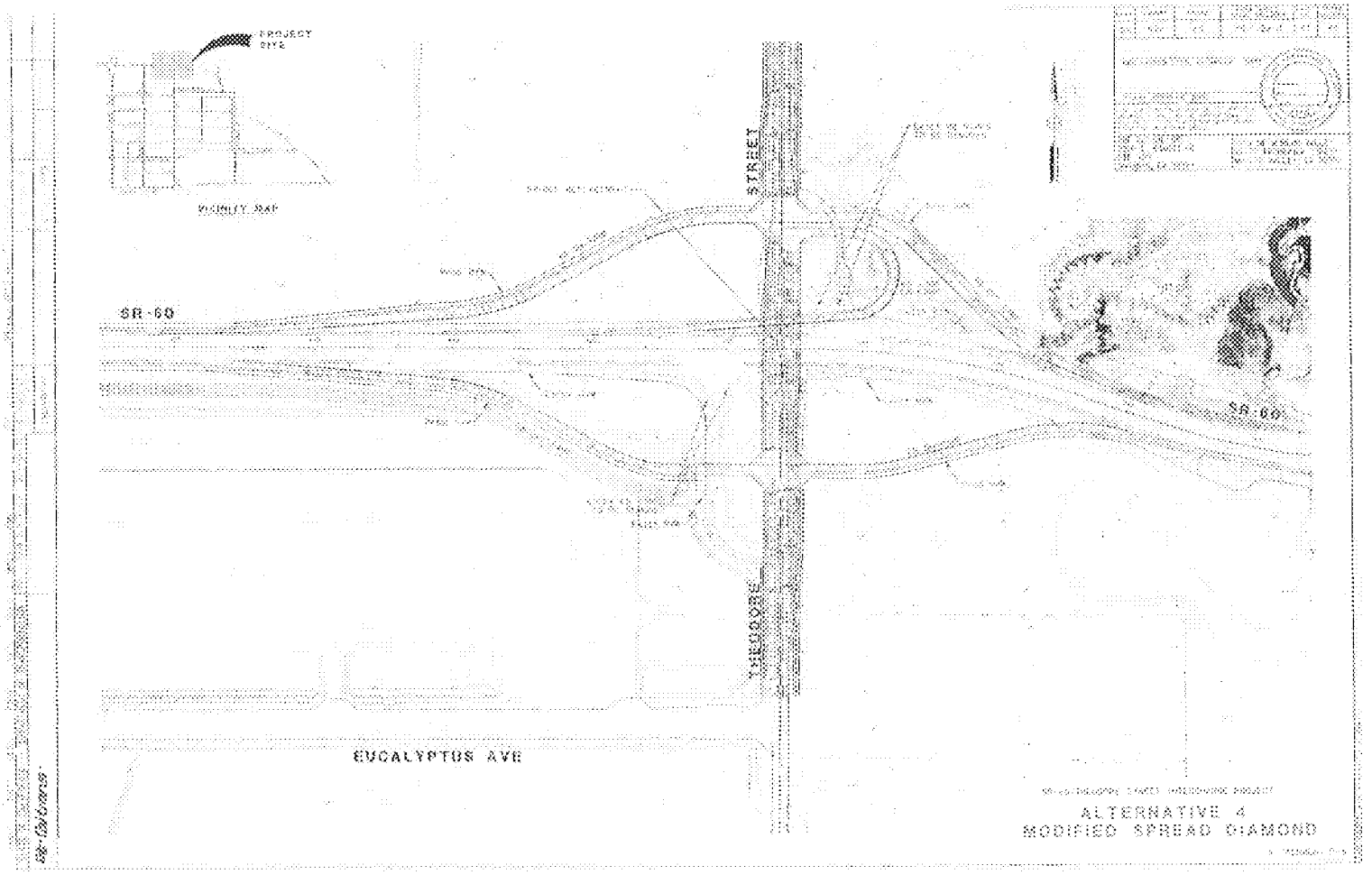
PROJECT SITE
VICINITY MAP
SR-60
STREET
EUCALYPTUS AVE
ALTERNATIVE 4
MODIFIED SPREAD DIAMOND

Typical Cross Sections

Attachment C

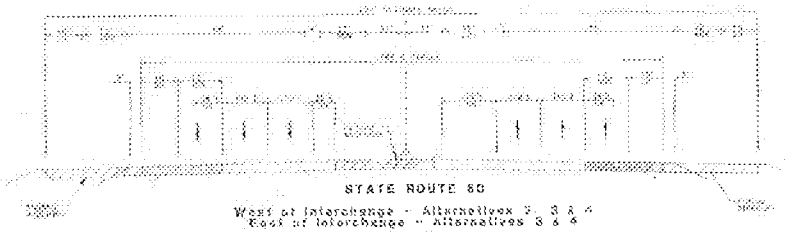

STATE ROUTE 60

West of Interchange - Alternatives 2, 3 & 4
East of Interchange - Alternatives 3 & 4

STATE ROUTE 60

East of Interchange - Alternative 2

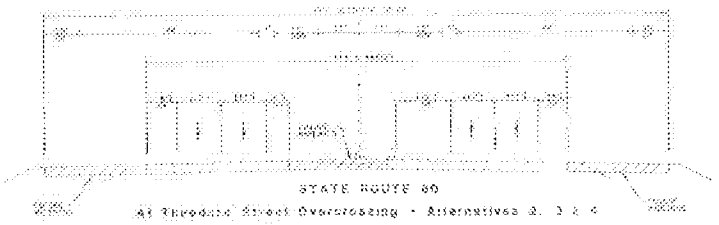

STATE ROUTE 60

At Theodore Street Overcrossing - Alternatives 2, 3 & 4

THEODORE STREET OVERCROSSING

Alternative 2 - Modified Partial Cloverleaf

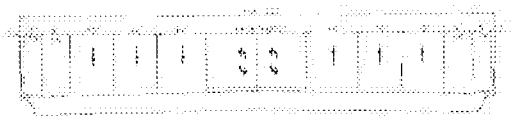

THEODORE STREET OVERCROSSING

Alternative 3 - Spread Diamond

THEODORE STREET OVERCROSSING

Alternative 4 - Modified Spread Diamond

TYPICAL CROSS SECTIONS

ATTACHMENT 1

MV00209467

Cost Estimates

Attachment D

PRELIMINARY
PROJECT COST ESTIMATE SUMMARY

Type of Estimate PSR-PDS

Dist - CO - RTE	08-Riv-60
PM	20.0/22.0
EA	0M590
Program Code	2010400911

Project Description: Improve SR-60 Interchange at Theodore Street

Limits: In Riverside County at Route 60, Theodore Street.

Proposed Improvements (Scope): Add 1 Aux lane in both directions between Redlands Blvd and Theodore Street and EB between Theodore Street and Gilman Spring Road. Reconstruct right shoulders on SR-60, both directions through interchange. Construct a Modified Partial Cloverleaf interchange at SR-60/Theodore Street with new entrance and exit ramps.

Alternative 2: Modified Partial Cloverleaf

ROADWAY ITEMS	$27,800,000
STRUCTURE ITEMS	$11,000,000
SUBTOTAL CONSTRUCTION	$38,800,000
RIGHT OF WAY	$5,300,000
TOTAL PROJECT COST	$44,100,000

PRELIMINARY
PROJECT COST ESTIMATE

DIST - CO - RTE	
08-Riv-60	
PM	20.0/22.0
EA	0M590
Program Code	2010400911

I. ROADWAY ITEMS

	Quantity	Unit	Unit Price	Unit Cost	
Section 1 Earthwork					
Grading	150,000	CY	$5.00	$750,000	
Fine Grading	850,700	SF	$1.00	$850,700	
Clearing & Grubbing	54	AC	$5,000.00	$270,000	
Develop Water Supply	1	LS	$60,000.00	$60,000	
				Total Earthwork	$1,930,700
Section 2 Structural Section					
Construct Freeway Pavement	562,900	SF	$10.00	$5,629,000	
Construct Arterial Pavement	262,800	SF	$5.00	$1,314,000	
Construct Curb & Gutter	5,000	LF	$15.00	$75,000	
Construct Median Curb	5,000	LF	$10.00	$50,000	
Construct PCC Sidewalk	25,000	SF	$3.00	$75,000	
Construct Access Ramps	8	EA	$5,000.00	$40,000	
Remove Pavement	327,200	SF	$1.00	$327,000	
				Total Structural Section	$7,510,000
Section 3 Drainage					
Large Drainage Facilites	~	~	~	$0	
Storm Drains	~	~	~	$0	
Pumping Plants	~	~	~	$0	
Project Drainage (X-Drains, overside, etc.)	1	LS	$3,600,000	$3,600,000	
				Total Drainage	$3,600,000

PRELIMINARY
PROJECT COST ESTIMATE

DIST - CO - RTE	08-Riv-60
PM	20.0/22.0
EA	0M590
Program Code	2010400911

	Quantity	Unit	Unit Price	Unit Cost	
Section 4: Specialty Items					
Specialty Items	1	LS	$3,000,000	$3,000,000	
				Total Specialty Items	$3,000,000
Section 5 Traffic Items					
Lighting (Ramp)	22	EA	$5,000	$110,000	
Traffic Signals	2	EA	$250,000	$500,000	
Permanent Signing/Striping	~	LS	~	$300,000	
Bridge Mounted Overhead Signs	1	EA	$40,000	$40,000	
Overhead Sign Structures	2	EA	$60,000	$120,000	
Traffic Control Systems	~	LS	~	$500,000	
Traffic Management Plan	~	LS	~	$750,000	
Ramp Metering System	3	EA	$100,000	$300,000	
				Total Traffic Items	$2,620,000
				SUBTOTAL SECTIONS 1-5	$18,661,000

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PRELIMINARY
PROJECT COST ESTIMATE

DIST - CO - RTE	08-Riv-60
PM	20.0/22.0
EA	0M590
Program Code	2010400911

Section 6 Minor Items

			Unit Cost
Subtotal Sections 1-5	$18,661,000	x (10%)	$1,866,100

TOTAL MINOR ITEMS $1,866,100

Section 7 Roadway Mobilization

Subtotal Sections 1-5	$18,661,000		
Minor Items	$1,866,100		
SUM	$20,527,100	x (10%)	$2,053,000

TOTAL ROADWAY MOBILIZATION $2,053,000

Section 8 Roadway Additions

Supplemental

Subtotal Sections 1-5	$18,661,000		
Minor Items	$1,866,100		
SUM	$20,527,100	x (5%)	$1,026,000

Contingencies

Subtotal Sections 1-5	$18,661,000		
Minor Items	$1,866,100		
SUM	$20,527,100	x (20%)	4,105,000

TOTAL ROADWAY ADDITIONS 5,131,000

TOTAL ROADWAY ITEMS 27,711,000
(Total Sections 1-8)

PRELIMINARY
PROJECT COST ESTIMATE

DIST - CO - RTE	
08-Riv-60	
PM	20.0/22.0
EA	0M590
Program Code	20104000911

II. STRUCTURE ITEMS

Bridge Name	Theodore Street OC	
Structure Type		
Width (ft) (out to out)	144	
Span (ft)	316	
Area (sq ft)	45,504	
Footing Type (pile/spread)	Pile	
Cost Per Sq. Ft. (incl. 10% mobilization and 25% contingency)	$230.00	
Subtotal Structure	$10,465,920	
Demolition (incl. 10% mobilization and 25% contingency)	$500,000	
Total Cost for Structure	$10,965,920	

SUBTOTAL STRUCTURES ITEMS $10,965,920

Railroad Related Costs $0

TOTAL STRUCTURES ITEMS $10,965,920

PRELIMINARY
PROJECT COST ESTIMATE

DIST - CO - RTE	08-Riv-60
PM	20.0/22.0
EA	0M590
Program Code	2010400911

III. RIGHT OF WAY

	Current Values		Escalation Rates %		Escalated Values*
Acquistion, including excess lands and damages to remainder (s)	$4,150,000		3		$4,275,000
Utility Relocations	~	~	~	~	$1,000,000
Clearance / Demolition	~	~	~	~	~
RAP	~	~	~	~	~
Title and Escrow Fees	~	~	~	~	~

TOTAL RIGHT OF WAY $5,275,000

CONSTRUCTION CONTRACT WORK $0

*Escalated to assumed year of advertising of 2016

Estimate Prepared By RBF Consulting Phone # (949) 472-3505

Date 2/4/2013

MV00209474

PRELIMINARY
PROJECT COST ESTIMATE SUMMARY

Type of Estimate PSR-PDS

Dist - CO - RTE
08-Riv-60
PM 20.0/22.0
EA 0M590
Program Code 2010400911

Project Description: Improve SR-60 Interchange at Theodore Street

Limits: In Riverside County at Route 60, Theodore Street.

Proposed Improvements (Scope): Add 1 Aux lane in both directions between Redlands Blvd and Theodore Street and EB between Theodore Street and Gilman Spring Road. Reconstruct right shoulders on SR-60, both directions through interchange. Construct a Spread Diamond interchange at SR-60/Theodore Street with new entrance and exit ramps.

Alternative 3: Spread Diamond

ROADWAY ITEMS	$22,800,000
STRUCTURE ITEMS	$8,700,000
SUBTOTAL CONSTRUCTION	$31,500,000
RIGHT OF WAY	$5,500,000
TOTAL PROJECT COST	$37,000,000

MV00209475

PRELIMINARY
PROJECT COST ESTIMATE

DIST - CO - RTE	
08-Riv-60	
PM	20.0/22.0
EA	0M590
Program Code	2010400911

I. ROADWAY ITEMS

	Quantity	Unit	Unit Price	Unit Cost	
Section 1 Earthwork					
Grading	150,000	CY	$5.00	$750,000	
Fine Grading	561,700	SF	$1.00	$561,700	
Clearing & Grubbing	54	AC	$5,000.00	$270,000	
Develop Water Supply	1	LS	$60,000.00	$60,000	
				Total Earthwork	$1,641,700
Section 2 Structural Section					
Construct Freeway Pavement	266,300	SF	$10.00	$2,663,000	
Construct Arterial Pavement	270,400	SF	$5.00	$1,352,000	
Construct Curb & Gutter	5,000	LF	$15.00	$75,000	
Construct Median Curb	5,000	LF	$10.00	$50,000	
Construct PCC Sidewalk	25,000	SF	$3.00	$75,000	
Construct Access Ramps	8	EA	$5,000.00	$40,000	
Remove Pavement	338,100	SF	$1.00	$338,000	
				Total Structural Section	$4,593,000
Section 3 Drainage					
Large Drainage Facilites	~	~	~	$0	
Storm Drains	~	~	~	$0	
Pumping Plants	~	~	~	$0	
Project Drainage (X-Drains, overside, etc.)	1	LS	$3,600,000	$3,600,000	
				Total Drainage	$3,600,000

PRELIMINARY
PROJECT COST ESTIMATE

DIST - CO - RTE	
08-Riv-60	
PM	20.0/22.0
EA	0M590
Program Code	2010400911

	Quantity	Unit	Unit Price	Unit Cost	
Section 4: Specialty Items					
Specialty Items	1	LS	$3,000,000	$3,000,000	
				Total Specialty Items	$3,000,000
Section 5 Traffic Items					
Lighting (Ramp)	16	LS	$5,000	$80,000	
Traffic Signals	2	LS	$250,000	$500,000	
Permanent Signing/Striping	~	LS	~	$300,000	
Bridge Mounted Overhead Signs	1	LS	$40,000	$40,000	
Overhead Sign Structures	2	LS	$60,000	$120,000	
Traffic Control Systems	~	LS	~	$500,000	
Traffic Management Plan	~	LS	~	$750,000	
Ramp Metering System	2	LS	$100,000	$200,000	
				Total Traffic Items	$2,490,000
				SUBTOTAL SECTIONS 1-5	$15,325,000

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PRELIMINARY
PROJECT COST ESTIMATE

DIST - CO - RTE	
08-Riv-60	
PM	20.0/22.0
EA	0M590
Program Code	2010400911

Section 6 Minor Items

			Unit Cost
Subtotal Sections 1-5	$15,325,000	x (10%)	$1,532,500

TOTAL MINOR ITEMS $1,532,500

Section 7 Roadway Mobilization

Subtotal Sections 1-5	$15,325,000		
Minor Items	$1,532,500		
SUM	$16,857,500	x (10%)	$1,686,000

TOTAL ROADWAY MOBILIZATION $1,686,000

Section 8 Roadway Additions

Supplemental

Subtotal Sections 1-5	$15,325,000		
Minor Items	$1,532,500		
SUM	$16,857,500	x (5%)	$843,000

Contingencies

Subtotal Sections 1-5	$15,325,000		
Minor Items	$1,532,500		
SUM	$16,857,500	x (20%)	3,372,000

TOTAL ROADWAY ADDITIONS 4,215,000

TOTAL ROADWAY ITEMS 22,759,000
(Total Sections 1-8)

PRELIMINARY
PROJECT COST ESTIMATE

DIST - CO - RTE	
08-Riv-60	
PM	20.0/22.0
EA	0M590
Program Code	2010400911

II. STRUCTURE ITEMS

Bridge Name	Theodore Street OC	
Structure Type		
Width (ft) (out to out)	137	
Span (ft)	260	
Area (sq ft)	35,620	
Footing Type (pile/spread)	Pile	
Cost Per Sq. Ft. (incl. 10% mobilization and 25% contingency)	$230.00	
Subtotal Structure	$8,192,600	
Demolition (incl. 10% mobilization and 25% contingency)	$500,000	
Total Cost for Structure	$8,692,600	

SUBTOTAL STRUCTURES ITEMS $8,692,600

Railroad Related Costs $0

TOTAL STRUCTURES ITEMS $8,692,600

PRELIMINARY
PROJECT COST ESTIMATE

DIST - CO - RTE	
08-Riv-60	
PM	20.0/22.0
EA	0M590
Program Code	2010400911

III. RIGHT OF WAY

	Current Values		Escalation Rates %		Escalated Values*
Acquistion, including excess lands and damages to remainder (s)	$4,291,000		3		$4,420,000
Utility Relocations	~	~	~	~	$1,000,000
Clearance / Demolition	~	~	~	~	~
RAP	~	~	~	~	~
Title and Escrow Fees	~	~	~	~	~

TOTAL RIGHT OF WAY $5,420,000

CONSTRUCTION CONTRACT WORK $0

*Escalated to assumed year of advertising of 2016

Estimate Prepared By RBF Consulting Phone # (949) 472-3505

Date 2/4/2013

MV00209480

PRELIMINARY
PROJECT COST ESTIMATE SUMMARY

Type of Estimate PSR-PDS

Dist - CO - RTE	08-Riv-60
PM	20.0/22.0
EA	0M590
Program Code	2010400911

Project Description: Improve SR-60 Interchange at Theodore Street

Limits: In Riverside County at Route 60, Theodore Street.

Proposed Improvements (Scope): Add 1 Aux lane in both directions between Redlands Blvd and Theodore Street and between Theodore Street and Gilman Spring Road.
Reconstruct right shoulders on SR-60, both directions through interchange.
Construct a Modified Spread Diamond interchange at SR-60/Theodore Street with new entrance and exit ramps.

Alternative 4: Modified Spread Diamond

ROADWAY ITEMS	$27,600,000
STRUCTURE ITEMS	$10,200,000
SUBTOTAL CONSTRUCTION	$37,800,000
RIGHT OF WAY	$5,500,000
TOTAL PROJECT COST	$43,300,000

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PRELIMINARY
PROJECT COST ESTIMATE

DIST - CO - RTE	
08-Riv-60	
PM	20.0/22.0
EA	0M590
Program Code	2010400911

I. ROADWAY ITEMS

	Quantity	Unit	Unit Price	Unit Cost	
Section 1 Earthwork					
Grading	150,000	CY	$5.00	$750,000	
Fine Grading	844,000	SF	$1.00	$844,000	
Clearing & Grubbing	54	AC	$5,000.00	$270,000	
Develop Water Supply	1	LS	$60,000.00	$60,000	
				Total Earthwork	$1,924,000
Section 2 Structural Section					
Construct Freeway Pavement	558,600	SF	$10.00	$5,586,000	
Construct Arterial Pavement	260,400	SF	$5.00	$1,302,000	
Construct Curb & Gutter	5,000	LF	$15.00	$75,000	
Construct Median Curb	5,000	LF	$10.00	$50,000	
Construct PCC Sidewalk	25,000	SF	$3.00	$75,000	
Construct Access Ramps	8	EA	$5,000.00	$40,000	
Remove Pavement	338,100	SF	$1.00	$338,000	
				Total Structural Section	$7,466,000
Section 3 Drainage					
Large Drainage Facilites	~	~	~	$0	
Storm Drains	~	~	~	$0	
Pumping Plants	~	~	~	$0	
Project Drainage (X-Drains, overside, etc.)	1	LS	$3,600,000	$3,600,000	
				Total Drainage	$3,600,000

MV00209482

PRELIMINARY
PROJECT COST ESTIMATE

DIST - CO - RTE	
08-Riv-60	
PM	20.0/22.0
EA	0M590
Program Code	2010400911

	Quantity	Unit	Unit Price	Unit Cost	
Section 4: Specialty Items					
Specialty Items	1	LS	$3,000,000	$3,000,000	
				Total Specialty Items	$3,000,000
Section 5 Traffic Items					
Lighting (Ramp)	16	LS	$5,000	$80,000	
Traffic Signals	2	LS	$250,000	$500,000	
Permanent Signing/Striping	~	LS	~	$300,000	
Bridge Mounted Overhead Signs	1	LS	$40,000	$40,000	
Overhead Sign Structures	2	LS	$60,000	$120,000	
Traffic Control Systems	~	LS	~	$500,000	
Traffic Management Plan	~	LS	~	$750,000	
Ramp Metering System	3	LS	$100,000	$300,000	
				Total Traffic Items	$2,590,000
				SUBTOTAL SECTIONS 1-5	$18,580,000

PRELIMINARY
PROJECT COST ESTIMATE

DIST - CO - RTE	08-Riv-60
PM	20.0/22.0
EA	0M590
Program Code	2010400911

Section 6 Minor Items

			Unit Cost
Subtotal Sections 1-5	$18,580,000	x (10%)	$1,858,000

TOTAL MINOR ITEMS $1,858,000

Section 7 Roadway Mobilization

Subtotal Sections 1-5	$18,580,000		
Minor Items	$1,858,000		
SUM	$20,438,000	x (10%)	$2,044,000

TOTAL ROADWAY MOBILIZATION $2,044,000

Section 8 Roadway Additions

Supplemental

Subtotal Sections 1-5	$18,580,000		
Minor Items	$1,858,000		
SUM	$20,438,000	x (5%)	$1,022,000

Contingencies

Subtotal Sections 1-5	$18,580,000		
Minor Items	$1,858,000		
SUM	$20,438,000	x (20%)	4,088,000

TOTAL ROADWAY ADDITIONS 5,110,000

TOTAL ROADWAY ITEMS 27,592,000
(Total Sections 1-8)

PRELIMINARY
PROJECT COST ESTIMATE

DIST - CO - RTE	
08-Riv-60	
PM	20.0/22.0
EA	0M590
Program Code	20.10.400.911

II. STRUCTURE ITEMS

Bridge Name	Theodore Street OC	
Structure Type		
Width (ft) (out to out)	144	
Span (ft)	290	
Area (sq ft)	41,760	
Footing Type (pile/spread)	Pile	
Cost Per Sq. Ft. (incl. 10% mobilization and 25% contingency)	$230.00	
Subtotal Structure	$9,604,800	
Demolition (incl. 10% mobilization and 25% contingency)	$500,000	
Total Cost for Structure	$10,104,800	

SUBTOTAL STRUCTURES ITEMS	$10,104,800
Railroad Related Costs	$0
TOTAL STRUCTURES ITEMS	$10,104,800

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PRELIMINARY
PROJECT COST ESTIMATE

DIST - CO - RTE	
08-Riv-60	
PM	20.0/22.0
EA	0M590
Program Code	2010400911

III. RIGHT OF WAY

	Current Values		Escalation Rates %		Escalated Values*
Acquistion, including excess lands and damages to remainder (s)	$4,291,000		3		$4,420,000
Utility Relocations	~	~	~	~	$1,000,000
Clearance / Demolition	~	~	~	~	~
RAP	~	~	~	~	~
Title and Escrow Fees	~	~	~	~	~

TOTAL RIGHT OF WAY $5,420,000

CONSTRUCTION CONTRACT WORK $0

*Escalated to assumed year of advertising of 2016

Estimate Prepared By RBF Consulting Phone # (949) 472-3505

Date 2/4/2013

MV00209486

Preliminary Environmental Analysis Report (PEAR)

Attachment E

PRELIMINARY ENVIRONMENTAL ANALYSIS REPORT

1. *Project Information*

District	County	Route	PM	EA
08	RIV	60	20.0/22.0	0M590
Project Title: State Route 60/Theodore Street Interchange				
Project Manager Emad Makar, P.E.			Phone # 909/383-4561	
Project Engineer RBF Consulting – Trisha Keith, P.E.			Phone # 949/855-7049	
Environmental Office Chief/Manager David Bricker			Phone # 909/388-7725	
PEAR Preparer RBF Consulting – Alan Ashimine			Phone # 949/855-5710	

2. *Project Description*

Purpose and Need

The purpose of the proposed project is to reconstruct and improve the interchange at State Route 60 (SR-60) and Theodore Street in order to correct existing geometric deficiencies, increase capacity, and improve operations. The proposed improvements would reduce congestion at the interchange and provide adequate access for existing traffic volumes as well as forecasted increased traffic demands.

The proposed project is needed to improve existing geometric deficiencies and address long range projected operational deficiencies on SR-60 and Theodore Street due to forecasted growth and development in the area. Without improvements, by 2035, the eastbound SR-60 on- and off-ramps are expected to operate at LOS F in the PM peak hour, while the westbound SR-60 on- and off-ramps are expected to operate at LOS E and F, respectively, in the AM peak hour. The intersections of Theodore Street at Ironwood Avenue, SR-60 westbound and eastbound ramps, and Eucalyptus Avenue are forecast to operate at LOS F in the PM peak hour. Traffic within the project area is expected to result in inadequate capacity at the existing interchange due to the following:

- Capacity and Transportation Demand: Daily traffic in the project area is expected to increase over time. The existing interchange has insufficient capacity for the projected traffic volumes, and will provide substandard levels of service. See Section 4 of the PSR/PDS for additional information.
- Social Demand and Economic Development: Similar to other areas in the Inland Empire, population growth continues to occur in the City of Moreno Valley.

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Major developments in the area, consisting of a mixture of residential, commercial, industrial, and office uses have been completed, are under construction, or are in the planning process. The build out of the area in accordance with the *City of Moreno Valley General Plan* will generate substantial traffic on the freeway and local streets leading to the interchange.

Description of work

A total of four alternatives are being considered as part of the project, consisting of the No Build Alternative (Alternative 1) and three Build Alternatives. The three Build Alternatives are as follows: Alternative 2 - Modified Partial Cloverleaf; Alternative 3 – Spread Diamond; and Alternative 4 – Modified Spread Diamond. The alternatives are discussed in detail below.

Alternatives

Alternative 1 - No Build Alternative

The No Build Alternative would not result in changes to the existing interchange. Existing conditions would remain. This Alternative does not meet the proposed project's purpose and need.

Build Alternatives

Alternative 2 – Modified Partial Cloverleaf (Mod Type L-7/L-8)

Alternative 2 would reconstruct and improve the existing interchange in a modified Type L-7/L-8 configuration. Improvements would include construction of new westbound entrance and loop exit ramps in the northwest quadrant of the interchange and an eastbound entrance ramp in the southeast quadrant, in a partial Type L-8 configuration. New eastbound exit and loop entrance ramps would be constructed in the southwest quadrant, in a partial Type L-7 configuration. The existing Theodore Street overcrossing would be removed and replaced by a new bridge approximately 142 feet wide and 300 feet long. An auxiliary lane would be added in both directions between the Redlands Boulevard and Theodore Street interchanges, as well as in the eastbound direction between the Theodore Street and Gilman Springs Road interchanges. Refer to Attachment B of the PSR/PDS for the proposed interchange layout.

Alternative 2 would impact areas in the northwest, southwest, and southeast quadrants of the interchange. Right-of-way (ROW) acquisition would be required to accommodate proposed ramps in these locations.

Alternative 3 (Spread Diamond - Type L-2)

Alternative 3 would reconstruct and improve the existing interchange in an L-2 configuration. Improvements would include construction of new entrance and exit ramps

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in all four quadrants of the interchange. The existing Theodore Street overcrossing would be removed and replaced by a new bridge approximately 142 feet wide and 300 feet long. An auxiliary lane would be added in both directions between the Redlands Boulevard and Theodore Street interchanges, as well as between the Theodore Street and Gilman Springs Road interchanges. See Attachment B of the Project Study Report/Project Development Support (PSR/PDS) for the proposed interchange layout.

Alternative 3 would impact areas in all four interchange quadrants. ROW acquisition would be required to accommodate the proposed ramps. This Alternative would impact the existing residential development located in the northeast quadrant of the interchange.

Alternative 4 (Modified Spread Diamond – Mod Type L-2/L-9)

Alternative 4 would reconstruct and improve the existing interchange in a modified Type L-2/L-9 configuration. Improvements would include construction of a new westbound entrance ramp in the northwest quadrant of the interchange and westbound exit and loop entrance ramps in the northeast quadrant, in a partial Type L-9 configuration. New eastbound exit and entrance ramps would be constructed in the southwest and southeast quadrants, respectively, in a partial Type L-2 configuration. The existing Theodore Street overcrossing would be removed and replaced by a new bridge approximately 142 feet wide and 300 feet long. An auxiliary lane would be added in both directions between the Redlands Boulevard and Theodore Street interchanges, as well as between the Theodore Street and Gilman Springs Road interchanges. See Attachment B of the PSR/PDS for the proposed interchange layout.

Alternative 4 would impact areas in all quadrants of the interchange. ROW acquisition would be required to accommodate proposed ramps. This Alternative would impact the existing residential development located in the northeast quadrant of the interchange.

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3. *Anticipated Environmental Approval*

CEQA		NEPA	
Environmental Determination			
Statutory Exemption	☐		
Categorical Exemption	☐	Categorical Exclusion	☐
Environmental Document			
Initial Study or Focused Initial Study with proposed Negative Declaration (ND) or Mitigated ND	☒	Routine Environmental Assessment with proposed Finding of No Significant Impact Complex Environmental Assessment with proposed Finding of No Significant Impact	☒ ☐
Environmental Impact Report	☐	Environmental Impact Statement	☐
CEQA Lead Agency (if determined):		Caltrans	
Estimated length of time (months) to obtain environmental approval:		15-18 Months	
Estimated person hours to complete identified tasks:		700	

The anticipated environmental document for the proposed project is an Initial Study (IS) leading to a Mitigated Negative Declaration (MND) under the California Environmental Quality Act (CEQA) and a Routine Environmental Assessment (EA) leading to a Finding of No Significant Impact (FONSI) under the National Environmental Policy Act (NEPA).

4. *Special Environmental Considerations*

The preliminary impact area associated with the Build Alternatives is reviewed within this document. In general, special considerations include any special processes and/or seasonal constraints that may affect project delivery and require unusual, exceptional, or extended environmental processes.

For the SR-60/Theodore Street Interchange, special environmental considerations may include the need for formal agency consultation (i.e., Section 7 or Section 106 Consultations) and/or the need for construction monitoring for biological and cultural resources. Regulatory permits may be required for impacts to jurisdictional waters of the U.S. and State from the U.S. Army Corps of Engineers (ACOE), State Water Resources Control Board (SWRCB), and California Department of Fish and Wildlife (CDFW). If any of these activities are deemed necessary, there is a potential that the environmental process may be extended. The requirement for these potential permits, approvals, and consultations would be determined as part of project-specific field investigations and technical analyses to be performed during the PA/ED phase.

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5. *Anticipated Environmental Commitments*

The following is a list of possible avoidance, minimization, and/or mitigation measures that could be required for the purposes of this proposed project, under all Build Alternatives.

1. If human remains are encountered during construction, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code (PRC) Section 5097.98. The County Coroner must be notified of the find immediately. If the remains are determined to be Native American, the County Coroner will notify the Native American Heritage Commission (NAHC), who will determine and notify the Most Likely Descendant (MLD). The MLD may inspect the site of the discovery with the permission of the land owner, or his/her authorized representative. The MLD shall complete the inspection within 48 hours of being granted access to the site.
2. If historic or archaeological resource materials are discovered during construction, all earth-moving activity within and around the immediate discovery area will be diverted until a qualified archaeologist can assess the nature and significance of the find.
3. If any paleontological resources are encountered during construction activities, all ground disturbing activities shall stop until the services of a qualified paleontologist can be retained to identify and evaluate the resources and, if necessary, recommend mitigation measures to document and preserve the resources.
4. If ground disturbing activities are scheduled to commence during the raptor breeding season (February 1 through August 31), pre-construction raptor surveys shall be conducted by a qualified biologist in order to identify possible nesting activity. A construction-free buffer of suitable dimensions must be established around any active raptor nests (up to 250 feet, depending on the nest location and species) for the duration of the project or until it has been determined that the chicks have fledged and are independent of their parents.
5. If unknown wastes or suspect materials are discovered during construction by the contractor, which he/she believes may involve hazardous waste/materials, the contractor shall:
    a. Immediately stop work in the vicinity of the suspected contaminant, removing
    b. workers and the public from the area;
    c. Notify the project engineer of the implementing agency;
    d. Secure the areas as directed by the project engineer; and
    e. Notify the implementing agency's Hazardous Waste/Materials Coordinator.

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6. During construction, Underground Service Alert (USA) services shall be used to identify the location of all public utilities and avoid unplanned disruptions.
7. In compliance with Executive Order (EO) 13112, Invasive Species, and subsequent guidance from the Federal Highway Administration, the landscaping and erosion control included in the project will not use species listed as noxious weeds. In areas of particular sensitivity, extra precautions will be taken if invasive species are found in, or adjacent to, the construction areas. These include the inspection and clearing of construction equipment and eradication strategies to be implemented should an invasion occur.
8. Where landscaping is proposed, the project shall install landscaping that is compatible with the existing landscaping. All selected plant species within the roadway right-of-way shall share similar water requirements. The new landscaping concept and plant palette shall be determined and approved by Caltrans District Landscape Architect.

The environmental commitments cited above are considered standard construction provisions. Additional commitments will be required and would be determined as part of the PA/ED phase. Detailed cost estimates are premature and speculative at this time as one or more of these commitments may not be required. However, as a conservative budget estimate, costs associated with commitments above should be assumed at up to $250,000.[1]

6. *Permits and Approvals*

The following table identifies the anticipated permits and approvals required for the proposed project. These permits and approvals are subject to change based upon project-specific field investigations and technical analyses to be performed during the PA/ED phase

Permit/Approval	Agency	Notes
Section 7 Consultation	U.S. Fish and Wildlife Service	Required in the event Waters of the U.S. or Federally-listed species are affected
National Pollutant Discharge Elimination System (NPDES) Notice of Construction (NOC)	Santa Ana RWQCB	Required for compliance with the Caltrans Construction General Permit
Section 402 Clean Water Act NPDES	Santa Ana RWQCB	Required for compliance with the Caltrans Statewide NPDES Storm Water Permit and General NPDES Permit
Storm Water Pollution Prevention Plan (SWPPP)	Santa Ana RWQCB	The SWPPP addresses water pollution controls during construction under NPDES requirements
Encroachment Permit	Caltrans District 8	Required for field surveys and construction activities
Encroachment Permit	City of Moreno Valley	Required for field surveys and construction activities.

[1] Cost is approximate/preliminary and subject to change based upon the significance of resources encountered and additional commitments required by affected resource agencies.

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7. Level of Effort: Risks and Assumptions

The environmental factors that could affect cost and schedule for this proposed project include the anticipated permit processes (NPDES/SWPPP approvals through the Santa Ana RWQCB and encroachment permits) and potential permit processes (regulatory permits from the ACOE, RWQCB, and CDFW). Other factors include the need for additional technical studies, or the identification of cultural or biological resources resulting in unanticipated mitigation requirements. The environmental document would be prepared based on technical studies completed and approved for the proposed project, as well as any additional studies in the vicinity. For this proposed project, special considerations may entail resource agency permits, the potential for hazards/hazardous materials within the proposed project limits, and pre-construction biological resource surveys.

8. PEAR Technical Summaries

8.1 **Land Use:** The proposed project site is located primarily within the City of Moreno Valley, while the northeastern quadrant is located in the City's Sphere of Influence (within unincorporated Riverside County). Based on the City's *General Plan Land Use Map*, the following designations apply to the project:

- Northeast Quadrant: Residential, Maximum 1 Dwelling Unit/Acre ("R1");
- Northwest Quadrant: Office ("O");
- Southwest Quadrant: Commercial ("C") and Business Park/Light Industrial ("BP"); and
- Southeast Quadrant: Business Park/Light Industrial ("BP").

Based on the City's Zoning Map, the following zoning applies to the project:

- Northeast Quadrant: Sphere of Influence;
- Northwest Quadrant: Office ("O");
- Southwest Quadrant: Community Commercial ("CC"); and
- Southeast Quadrant: Industrial/Business Park ("BP").

Land use compatibility and consistency with the City's and County's General Plans and Zoning Codes will be evaluated in the IS. A separate technical study is not required.

8.2 **Growth:** The proposed project is meant to improve safety and operation of Theodore Street and the SR-60/Theodore Street interchange by relieving existing congestion and improving vehicle, pedestrian, and bicycle safety. No residences or businesses would be introduced as a result of this proposed project; therefore, a direct increase in population is not anticipated. The proposed project would accommodate projected growth within the vicinity, particularly in regards to goods movement due to buildout of planned industrial/logistics facilities south of SR-60.

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The proposed project is not considered to be growth inducing. A separate technical study is not required.

8.3 **Farmlands/Timberlands:** Based on the City's *General Plan* and *Zoning Code*, there are no farmland land use or zoning designations within the proposed project study limits or within the immediate project vicinity. No timberlands are identified within or adjacent to the proposed project.

However, according to the California Department of Conservation's 2010 map denoting *Riverside County Important Farmland*, the northeastern quadrant of the project site is designated as Prime Farmland and Farmland of Statewide Importance. Build Alternatives 3 and 4 would result in impacts to this quadrant. As such, a Farmland Technical Memorandum and conversion analysis would be required for Alternatives 3 and 4.

8.4 **Community Impacts:** The proposed project area can be characterized as rural in nature. The only development existing within or adjacent to the project site consists of existing roadway facilities, an industrial/warehousing facility (Skechers) to the southwest, and one single-family residence to the northeast. Due to the limited development in the project area and the existence of roadway facilities (SR-60 and Theodore Street), the project would not divide an existing community.

Build Alternatives 3 and 4 would result in impacts to the existing single-family residence within the northeast quadrant of the project site, and may result in a full acquisition of the property. In the event a full acquisition of the parcel occurs, a Relocation Impact Statement (RIS) would be required.

8.5 **Visual/Aesthetics:** The project is not on, or adjacent to, an officially-designated state scenic highway, according to the Caltrans California Scenic Highway Mapping System. SR-243 is the nearest officially-designated scenic highway, which is located approximately 15 miles east of the project site. Visual resources are often subjective in nature and therefore analysis is completed per the Federal Highway Administration Visual Impact Assessment for Highway Project Guidelines. This screening is done pursuant to the Caltrans SER, discusses the project area, and provides mitigation if necessary. Due to the nature of proposed improvements at the interchange and an increase in elevation of the proposed bridge, a Visual Impact Assessment (VIA) will be prepared for the project.

8.6 **Cultural Resources:** Based on analysis provided within the *Highland Fairview Corporate Park EIR* (Michael Brandman Associates, 2008), no known cultural resources were found to exist in the project vicinity. However, a literature/records search performed as part of the EIR indicated that 14 cultural resource sites were determined to occur within one mile of the project site. As such, there is a potential for impacts to buried archaeological resources during the construction process. A Historic Property Survey Report (HPSR) and Archaeological Survey Report (ASR) will be required. In addition, Alternatives 3 and 4 would result in impacts to an

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existing single-family residential property, and the residential structure may be affected. Based on preliminary analysis to be conducted regarding the age and attributes of the residence, a Historical Resources Evaluation Report (HRER) may also be required.

8.7 **Hydrology and Floodplain:** According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRMs), the project site is located outside the 100-year flood plain (Zone X). The IS will discuss hydrological conditions within the project area and drainage facilities that would be included as part of the project. A separate technical study is not required.

8.8 **Water Quality and Storm Water Runoff:** The proposed project is within the jurisdiction of the Santa Ana RWQCB. All major reconstruction and new construction for transportation projects must conform to Caltrans' existing Statewide National Pollutant Discharge Elimination System NPDES Permit CAS000003 and to the existing General NPDES Permit for Construction Activities No. CAS000002. These permits regulate storm water and non-storm water discharges associated with year-round construction activities.

Coverage under the SWRCB General Permit will be required since the proposed project has a soil disturbance area greater than one acre. The SWPPP shall incorporate control measures for soil stabilization, sediment control, wind erosion control, waste management, and disposal control practices. Caltrans' Statewide Storm Water Management Plan requires project development personnel to assess the need for storm water Best Management Practices (BMPs) and incorporate these BMPs as appropriate during the initial planning and design phases for all Caltrans projects.

A Storm Water Data Report (SWDR) is required and shall document all requirements per the NPDES permits during and/or after construction. The signature page of the SWDR will be included as part of an engineering report, anticipated to be a Project Report (PR), during PA/ED phase.

8.9 **Geology, Soils, Seismic and Topography:** The project site is located within a seismically active area, in proximity to several fault zones (San Andreas, San Jacinto, and Elsinore). Thus, the proposed project may be subject to ground shaking due to seismic events. Although geotechnical research performed as part of the *Highland Fairview Corporate Park EIR* found no evidence of ground fissuring or other unstable soil conditions was evident in the project area, a Preliminary Geotechnical Report will be prepared during the PA/ED phase. The results of the Preliminary Geotechnical Report will be summarized within the IS.

8.10 **Paleontology:** The proposed project would require grading and excavation, with deeper excavations required for construction associated with the Theodore Street bridge. It is anticipated that all work would be completed in disturbed areas or areas already containing fill from the construction of the roadways; therefore, the

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probability of encountering paleontological resources is considered low. However, based on the *Highland Fairview Corporate Park EIR*, geologic units within the project area have a moderate paleontological sensitivity since the site rests upon older Pleistocene and San Timoteo Formations. Therefore, there is the potential to encounter buried paleontological resources. A separate study is not required; however, provisions for on-site monitoring if resources are encountered during construction activities should be included on construction plans.

8.11 **Hazardous Waste/Materials:** Based on an analysis of hazardous materials conducted as part of the *Highland Fairview Corporate Park EIR*, seven hazardous materials sites were documented to exist within one mile of the project site. However, no Recognized Environmental Conditions (RECs) were determined to exist in the project area. Although no known hazards affect the site, SR-60 was constructed during a time when leaded gasoline was used in motor vehicles; therefore, soils within the proposed project limits should be tested for Aerially Deposited Lead (ADL) in order to determine if any soils are contaminated from vehicular use. Moreover, the build alternatives may require ROW acquisition that would necessitate an investigation of hazardous conditions. A Phase I Initial Site Assessment (ISA) will be prepared for this project, which will include a hazardous materials database search, outlining any hazardous material listings within or in close proximity to the proposed project area.

8.12 **Air Quality:** The proposed project is located within the South Coast Air Basin (SCAB), which is within the jurisdiction of the South Coast Air Quality Management District (SCAQMD). The SCAB is in attainment status for most of the National Ambient Air Quality Standards (NAAQS) and the California Ambient Air Quality Standards (CAAQS); however the SCAB is in nonattainment for the following pollutants (Federal standards):

- Ozone;
- Particulate matter 10 microns in diameter or less (PM_{10}); and
- Particulate matter 2.5 microns in diameter or less ($PM_{2.5}$).

An Air Quality Assessment will be required to determine the project's potential impacts to sensitive receptors for both short-term construction and long-term operations.

8.13 **Noise and Vibration:** Caltrans and the Federal Highway Administration (FHWA) have refined the approach that determines the level of noise analysis necessary for a project. Section 4 (Noise Impact Screening Procedure Checklist) of the Caltrans Technical Noise Supplement (TeNS) involves answering five questions related to the project area and existing noise levels. This Checklist has been designed to eliminate unnecessary Traffic Noise Analysis Protocol (TNAP) and Noise Abatement Decision Report (NADR) analyses. If the project passes the screening procedure, then a detailed impact analysis is not required. If the project does not pass the screening procedure, then a TNAP/NADR Analysis is required.

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The proposed project would improve safety and operation of Theodore Street and the SR-60/Theodore Street interchange by relieving existing congestion and improving efficiency. Currently, the closest residence is located approximately 180 feet to the northeast of the interchange. Additional residences are located along Redlands Boulevard, in the vicinity of the proposed auxiliary lane. It is assumed for the purposes of this PEAR that a TNAP/NADR Analysis will be required based on the surrounding sensitive receptors. The final determination will be dependent on the screening process discussed above.

8.14 **Energy and Climate Change:**

The proposed project would relieve congestion and improve travel efficiency through the SR-60/Theodore Street interchange area. Energy consumption would potentially be reduced upon project completion due to improved traffic circulation. Construction energy consumption would be temporary in nature and all construction equipment would be required to operate per the equipment manuals. In addition, air quality requirements pertaining to construction equipment (i.e., construction equipment would not operate for longer than eight cumulative hours, equipment would be shut down when not in use for extended periods of time), would also help to reduce energy consumption from construction equipment. A separate energy technical study will not be required.

It is generally agreed that individual transportation projects, by themselves, do not yield sufficient greenhouse gas (GHG) emissions to have a significant impact on global climate change, but an individual project may make an incremental contribution to cumulative climate change impacts, along with all other global sources of GHG. An Air Quality Assessment will be required for the proposed project and will include a quantitative analysis of GHGs. This quantitative analysis will use the California Air Resources Board's (CARB's) EMFAC model to compare relative carbon dioxide (CO_2) emissions for all alternatives.

8.15 **Biological Environment:** Based on previous biological resources analysis performed within the project area as part of the *Highland Fairview Corporate Park EIR*, several sensitive species are known to occur in the vicinity. These species include Stephen's kangaroo rat and the burrowing owl. Portions of the proposed project site may also provide habitat for ground-, tree-, and shrub-nesting birds which are protected by the Migratory Bird Treaty Act (MBTA). Thus, the preparation of a Natural Environment Study (NES) will be required, in addition to the potential for focused surveys. In the event impacts to special status, consultation and/or permits from the U.S. Fish and Wildlife Service (USFWS) and/or CDFW may be required.

Based in an initial analysis of site conditions, jurisdictional drainages do not appear to be present on the project site. However, a formal analysis of jurisdictional features would be performed as part of the NES. In the event impacts to

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jurisdictional features occur, regulatory permits may be required through the ACOE, RWQCB, and CDFW.

8.16 **Cumulative Impacts:** All cumulative impacts will be addressed within the IS. All cumulative impacts will also be addressed within the individual resource technical studies identified in Sections 8.1 through 8.15, above.

8.17 **Context Sensitive Solutions:** Context Sensitive Solutions (CSS) is defined as "innovative and inclusive approaches that integrate and balance community, aesthetic, historic, and environmental values with transportation safety, maintenance and performance goals". As part of this proposed project, there are anticipated to be a series of public workshops and/or potential interviews with stakeholders and property owners. In addition, a public workshop is anticipated to be held during the public circulation of the environmental document.

9. Summary Statement for PSR or PSR-PDS

Based on the technical summaries described above, it is expected that impacts associated with all build alternatives would be mitigated to a level below significance. The total cost estimates for potential mitigation measures and permits associated with all build alternatives are premature and speculative at this time as one or more of these measures may not be required. However, as a conservative budget estimate, costs associated with commitments above should be assumed at up to $250,000. The schedule associated with the IS/MND is expected to have a duration of approximately 15 to 18 months.

Several technical studies are required for this proposed project. It is not anticipated that the individual resource evaluations will identify significant environmental concerns within or adjacent to the proposed project area that cannot be mitigated. If additional technical studies are necessary, the completion of these studies could affect schedule and cost. Construction monitoring for biological and cultural resources, if deemed necessary, could also complicate, slow, or lengthen the schedule and increase costs.

10. Disclaimer

This Preliminary Environmental Analysis Report (PEAR) provides information to support programming of the proposed project. It is not an environmental determination or document. Preliminary analysis, determinations, and estimates of mitigation costs are based on the project description provided in the PSR/PDS. The estimates and conclusions in the PEAR are approximate and are based on cursory analyses of probable effects. A reevaluation of the PEAR will be needed for changes in project scope or alternatives, or in environmental laws, regulations, or guidelines.

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11. List of Preparers

Biologist Wesley Salter	Date: 1/29/13
Noise and Vibration specialist Achilles Malisos	Date: 1/30/13
Air Quality specialist Achilles Malisos	Date: 1/30/13
Hazardous Waste/Materials specialist Kristen Bogue	Date: 1/30/13
Visual/Aesthetics specialist Eddie Torres	Date: 1/30/13
Energy and Climate Change specialist Achilles Malisos	Date: 1/30/13
PEAR Preparer (Name and Title) Alan Ashimine	Date: 2/4/13

12. Review and Approval

I confirm that environmental cost, scope, and schedule have been satisfactorily completed and that the PEAR meets all Caltrans requirements. Also, if the project is scoped as a routine EA, complex EA, or EIS, I verify that the HQ DEA Coordinator has concurred in the Class of Action.

_____ Date: _____
Environmental Branch Chief

_____ Date: _____
Project Manager

REQUIRED ATTACHMENTS:

Attachment A: PEAR Environmental Studies Checklist

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Attachment A: PEAR Environmental Studies Checklist

Rev. 11/08

Environmental Studies for PA&ED Checklist

	Not anticipated	Memo to file	Report required	Risk* L M H	Comments
Land Use	☒	☐	☐	L	
Growth	☒	☐	☐	L	
Farmlands/Timberlands	☐	☒	☐	L	Tech Memo
Community Impacts	☒	☐	☐	L	
Community Character and Cohesion	☒	☐	☐	L	
Relocations	☐	☐	☒	M	RIS
Environmental Justice	☒	☐	☐	L	
Utilities/Emergency Services	☒	☐	☐	L	
Visual/Aesthetics	☐	☐	☒	L	VIA
Cultural Resources:	☐	☐	☐	L	
Archaeological Survey Report	☐	☐	☒	L	
Historic Resources Evaluation Report	☐	☐	☒	M	
Historic Property Survey Report	☐	☐	☒	L	
Historic Resource Compliance Report	☒	☐	☐	L	
Section 106 / PRC 5024 & 5024.5	☒	☐	☐	L	
Native American Coordination	☐	☐	☒	L	HPSR/ASR
Finding of Effect	☒	☐	☐	L	
Data Recovery Plan	☒	☐	☐	L	
Memorandum of Agreement	☒	☐	☐	L	
Other:	☒	☐	☐	L	
Hydrology and Floodplain	☒	☐	☐	L	
Water Quality and Stormwater Runoff	☐	☐	☒	L	SWDR
Geology, Soils, Seismic and Topography	☐	☐	☒	L	
Paleontology	☒	☐	☐	L	In ED
PER	☒	☐	☐	L	
PMP	☒	☐	☐	L	
Hazardous Waste/Materials:	☐	☐	☐	L	
ISA (Additional)	☐	☐	☒	L	
PSI	☒	☐	☐	L	
Other:	☒	☐	☐	L	
Air Quality	☐	☐	☒	L	
Noise and Vibration	☐	☒	☐	L	Screening
Energy and Climate Change	☒	☐	☐	L	In ED
Biological Environment	☐	☐	☐	L	
Natural Environment Study	☐	☐	☒	L	
Section 7:	☒	☐	☐	M	
Formal	☒	☐	☐	L	
Informal	☒	☐	☐	L	
No effect	☒	☐	☐	L	
Section 10	☒	☐	☐	L	
USFWS Consultation	☒	☐	☐	L	
NMFS Consultation	☒	☐	☐	L	
Species of Concern (CNPS, USFS, BLM, S, F)	☒	☐	☐	L	

Environmental Studies for PA&ED Checklist					
	Not anticipated	Memo to file	Report required	Risk* L M H	Comments
Wetlands & Other Waters/Delineation	☐	☐	☒	M	NES
404(b)(1) Alternatives Analysis	☒	☐	☐	L	
Invasive Species	☒	☐	☐	L	In ED
Wild & Scenic River Consistency	☒	☐	☐	L	
Coastal Management Plan	☒	☐	☐	L	
HMMP	☒	☐	☐	L	
DFG Consistency Determination	☒	☐	☐	L	
2081	☒	☐	☐	L	
Other:	☒	☐	☐	L	
Cumulative Impacts	☒	☐	☐	L	In ED
Context Sensitive Solutions	☒	☐	☐	L	
Section 4(f) Evaluation	☒	☐	☐	L	
Permits:					
401 Certification Coordination	☒	☐	☐	L	
404 Permit Coordination, IP, NWP, or LOP	☒	☐	☐	L	
1602 Agreement Coordination	☒	☐	☐	L	
Local Coastal Development Permit Coordination	☒	☐	☐	L	
State Coastal Development Permit Coordination	☒	☐	☐	L	
NPDES Coordination	☐	☐	☒	L	
US Coast Guard (Section 10)	☒	☐	☐	L	
TRPA	☒	☐	☐	L	
BCDC	☒	☐	☐	L	

Transportation Planning Scoping Information Sheet

Attachment F

Transportation Planning Scoping Information Sheet

PROJECT INFORMATION

District	County	Route	Post Miles	Project ID No/ Expenditure Authorization No.
8	Riv	60	20.0/22.0	Project ID#0800000000 EA 0M590

Project Name and Description :
SR-60 / Theodore St Interchange Improvements -- Interchange improvements including widening of Theodore Street, removal and reconstruction of the Theodore Street overcrossing and all ramps.

Prepared by:

District Information Sheet Point of Contact*:	Name: Trisha Keith	Functional Unit:	Consultant

* The District Information Sheet Point of Contact is responsible for completing Project Information, PDT Team and Stakeholder Information, and coordinating the completion of project-related information with the Transportation Planning Stakeholders. Upon completion, provides the Transportation Planning PDT Representative and Project Manager with a copy of the Information Sheet.

Project Development Team (PDT) Information

Title	Name	Phone Number
Caltrans Project Manager	Emad Makar	(909) 383-4978
Caltrans PID Program Manager	Diane Morales	(909) 383-4625
Caltrans Transportation Planning PDT Representative**	Matthew Maestas	(909)383-4825
City Senior Engineer	Margery Lazarus	(951) 413-3133
Consultant Project Manager	Tim Haile	(909) 974-4922
Consultant Project Engineer	Trisha Keith	(949) 855-7049
Consultant Environmental	Alan Ashimine	(949) 855-5710

Transportation Planning Stakeholder Information

Title	Name	Phone Number
Regional Planner		
System Planner		
Local Development-Intergovernmental Review (LD-IGR) Planner		
Community Planner		
Goods Movement Planner		
Transit Planner		
Bicycle and Pedestrian Coordinator		
Park and Ride Coordinator		
Native American Liaison		
Other:		

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Project Purpose and Need –**

Purpose:

The purpose of the proposed project is to reconstruct and improve the interchange at SR-60 and Theodore Street in order to correct existing geometric deficiencies, increase capacity, and improve operations. The proposed improvements will reduce congestion at the interchange and provide adequate access for existing traffic volumes as well as forecasted increased traffic demands.

Need:

The proposed project is needed to improve existing geometric deficiencies and address long range projected operational deficiencies at the SR-60/Theodore Street interchange due to forecasted growth and development in the area. Without improvements, by 2035, the eastbound SR-60 on- and off-ramps are expected to operate at LOS F in the PM peak hour, while the westbound SR-60 on- and off-ramps are expected to operate at LOS E and F, respectively, in the AM peak hour. The intersections of Theodore Street at Ironwood Avenue, SR-60 westbound and eastbound ramps, and Eucalyptus Avenue are forecast to operate at LOS F in the PM peak hour.

** The Transportation Planning PDT Representative is responsible for providing the PDT with the system-wide and corridor level deficiencies identified by Transportation Planning. The PDT uses the information provided by Transportation Planning to develop the purpose and need with contributions from other Caltrans functional units and external stakeholders at the initiation of the PID and is refined throughout the PID process. As the project moves past the project initiation stage and more data becomes available, the purpose and need is refined. For additional information on purpose and need see: www.dot.ca.gov/hq/env/emo/purpose_need.htm

1. **Project Funding:**

a	List all known and potential funding sources and percent splits: (ie. State Transportation Improvement Program (STIP)/State Highway Operations and Protection Program (SHOPP)/Transportation Enhancement (TE)/Environmental Enhancement and Mitigation (EEM)/Safe Routes to School (SR2S)/etc.)
	Local funding 100%
b	Is this a measure project? Yes /No X. If yes, name and describe the measure.

2. **Regional Planning:**

a	Name of and contact information for Metropolitan Planning Organization (MPO) or Regional Transportation Planning Agency (RTPA).
	MPO and RTPA – Southern California Association of Governments (SCAG). (213) 236-1800
b	Name of and contact information for local jurisdiction (City or County)
	City of Moreno Valley **Margery Lazarus** **951-413-3133**
c	Provide the page number and project description as identified in the Regional Transportation Plan (RTP) and the date of adoption, or provide an explanation if not in RTP.
	SCAG RTP (2012 Final) Adopted 4/4/12, - **Pg 262. Project ID #3M0801** **Description: AT SR-60/THEODORE ST IC: WIDEN OC FROM 2 TO 6 THROUGH LANES; WIDEN WB EXIT/ENTRY RAMPS FROM 1 LANE TO 2 LANES AT EXIT/ENTRY, 3 LANES AT ARTERIAL WITH HOV AT ENTRY; WIDEN EB EXIT RAMP FROM 1 LANE TO 2 LANES AT EXIT AND 3 LANES AT ARTERIAL; WIDEN EB ENTRY RAMP FROM 1 LANE TO 2 LANES WITH HOV; ADD EB LOOP ENTRY WITH 2 LANES AT ARTERIAL AND 1 LANE AT ENTRY; ADD AUXILIARY LANES 1700' EACH DIRECTION WEST OF IC & 1200' EB AND 2200' WB EAST OF IC** - **Pg 305. Project ID #3A0807** **Description: IN MORENO VALLEY, WIDEN THEODORE ST FROM 2 TO 4 LANES +2 AUXILIARY LANES FROM EUCALYPTUS AVE TO SR-60 EB RAMPS, INCLUDING**

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	MEDIANS, TRAFFIC SIGNALS, CHANNELIZATION IMPROVEMENTS, LEFT-TURN POCKETS, DEDICATED RIGHT-TURN LANES, DRAINAGE IMPROVEMENTS, LANDSCAPING, SIDEWALKS, AND BIKE LANES. - Pg 305. Project ID #3A0806 **Description: IN MORENO VALEY, WIDEN THEODORE ST FROM 2 TO 4 LANES FROM SR-60 WB RAMPS TO IRONWOOD AVE, INCLUDING TRAFFIC SIGNALS, CHANNELIZATION IMPROVEMENTS, LEFT-TURN POCKETS, DEDICATED RIGHT-TURN LANES, DRAINAGE IMPROVEMENTS, LANDSCAPING, SIDEWALKS, AND BIKE LANES.**
d	Provide nexus between the RTP objectives and the project to establish the basis for the project purpose and need. **Ramps will be consistent with/allow for RTP-planned improvements. Bridge replacement will provide clearance for RTP – planned widening of SR-60.**
e	Is the project located in an area susceptible to sea-level rise? **No**
f	Name of Air Quality Mmagement District (AQMD) **South Coast AQMD**
g	If the project is located in a federal non-attainment or attainment-maintenance area is the project: • Regionally Significant? (per 40 (Code of Federal Regulations (CFR) 93.101) Y X/N • Exempt from conformity? (per 40 CFR 93.126 and 93.128) Y /N X • Exempt from regional analysis? (per 40 CFR 93.127) Y /N X • Not exempt from conformity (must meet all requirements)? Y X /N

3. **Native American Consultation and Coordination:**

a	If project is within or near an Indian Reservation or Rancheria? If so, provide the name of Tribe. **Per the 2012 Transportation Concept Report for SR-60 and the EIR prepared for the Highland Fairview Skechers development, it is not.**
b	Has/have the Tribal Government(s) been consulted? Y /N . If no, why not? **N/A**
c	If the project requires Caltrans to use right-of-way on trust or allotted lands, this information needs to be included as soon as possible as a key topic in the consultation with the Tribe(s). Has the Tribe been consulted on this topic? Y /N . If no, why not? **N/A**
d	Has the Bureau of Indian Affairs (BIA) been notified? Y /N **N/A**
e	Have all applicable Tribal laws, ordinances and regulations [Tribal Employment Rights Ordinances (TERO), etc.] been reviewed for required contract language and coordination? **N/A**
f	If the Tribe has a TERO, is there a related Memorandum of Understanding between the District and the Tribe? **N/A**
g	Has the area surrounding the project been checked for prehistoric, archeological, cultural, spiritual, or ceremonial sites, or areas of potentially high sensitivity? If such areas exist, has the Tribe, Native American Heritage Commission or other applicable persons or entities been consulted? **N/A**
h	If a Native American monitor is required for this project, will this cost be reflected in cost estimates? **N/A**
i	In the event of project redesign, will the changes impact a Native American community as described

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	above in d, e, or h?
	N/A

4. System Planning:

a	Is the project consistent with the DSMP? Y X /N . If yes document approval date. If no, explain.
	The District 8 DSMP was approved on 12/2011.
b	Is the project identified in the TSDP? Y /N X ? If yes, document approval date . If no, explain.
	The District 8 TSDP only identifies mainline improvements.
c	Is the project identified in the TCR/RCR or CSMP? Y X /N . If yes, document approval date 9/2012 . If no, explain. Is the project consistent with the future route concept? Y X /N . If no, explain.
	The project is identified in the 9/25/2012 TCR. The TCR calls for reconstruction/widening of the interchange and ramps. The route concept identified in the TCR adds 1 mixed flow lane in each direction, for a total of 6 mixed flow lanes. The proposed ramps and overcrossing would be compatible with this freeway section. Unable to locate current RCR or CSMP.
d	Provide the Concept Level of Service (LOS) through project area.
	D -- Per 2012 Transportation Concept Report.
e	Provide the Concept Facility – include the number of lanes. Does the Concept Facility include High Occupancy Vehicle lanes? Y /N X .
	Per the 2012 TCR, the concept facility has 6 mixed flow lanes with no HOV lanes.
f	Provide the Ultimate Transportation Corridor (UTC) – include the number of lanes. Does the UTC include High Occupancy Vehicle Lanes? Y /N .
	The UTC is not addressed in the TCR. Per the 1999 RCFS, SR-60 will serve as an ultimate transportation corridor, which is recommended to have 10 lanes per District 8 policy. HOV lanes are not addressed in the RCFS.
g	Describe the physical characteristics of the corridor through the project area (i.e. flat, rolling or mountainous terrain…).
	Physical terrain through the project area is rolling.
h	Is the highway in an urban or rural area? Urban /Rural X . Provide Functional Classification.
	Rural Principal Arterial – Per 2012 TCR, Segment 6.
i	Is facility a freeway, expressway or conventional highway?
	Freeway
j	Provide Route Designations: (i.e. Interregional Transportation Strategic Plan (ITSP) High Emphasis or Focus Route, Surface Transportation Assistance Act (STAA) Route, Scenic Route…)
	Per the 2012 TCR, it is an STAA Route on the National Network, is part of the National Highway System and is a Goods Movement Route. Per 1999 RCFS, it is included in the Transportation Gateways of Statewide Significant and Intermodal corridors of Economical Significance (ICES) in Caltrans ITSP.
k	Describe the land uses adjacent to project limits (i.e. agricultural, industrial…).
	Current adjacent land use is light industrial, vacant, and residential.
l	Describe any park and ride facility needs identified in the TCR/CSMP, local plans, and RTP.
	None.
m	Describe the Forecasted 10 and 20-year Vehicle Miles Traveled (VMT), Annual Average Daily Traffic (AADT), and Peak Hour truck data in the TCR. Include the source and year of Forecast, and names and types of traffic and travel demand analysis tools used.
	ADT = 100,700, Truck Peak Hour = 570, AADT 2008 = 55,400, AADT 2035 = 100,700, VMT 2008 = 94,200, VMT 2035 = 171,300.
n	Has analysis on Daily Vehicle Hours of Delay (DVHD) from the Highway Congestion Monitoring Program (HICOMP) been completed and included? Y /N X .

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	HICOMP has been replaced by Mobility Performance Report. Per the 3rd Quarter 2012 report, the quarterly Vehicle Hours of Delay were as follows: 191,549 (Q3/2011), 222,801 (Q2/2012), and 169,763 (Q3/2012). The Q3/2012 were 24% lower than Q2/2012 and 11% lower than Q3/2012.

5. **Local Development – Intergovernmental Review (LD-IGR):** Projects led by private development.

List LD-IGR projects that may directly or indirectly impact the proposed Caltrans project or that the proposed Caltrans project may impact. (Attach additional project information if needed.)

	LD-IGR Project Information	Project
a	County-Route-Postmile & Distance to Development.	N/A
b	Development name, type, and size.	
c	Local agency and/or private sponsor, and contact information.	
d	California Environmental Quality Act (CEQA) status and Implementation Date.	
e	If project includes federal funding, National Environmental Policy Act (NEPA) status.	
f	All vehicular and non-vehicular unmitigated impacts and planned mitigation measures including Transportation Demand Management (TDM) and Transportation System Management (TSM) that would affect Caltrans facilities.	
g	Approved mitigation measures and implementing party.	
h	Value of constructed mitigation and/or amount of funds provided.	
i	Encroachment Permit, Transportation Permit, Traffic Management Plan, or California Transportation Commission (CTC) Access approvals needed.	
j	Describe relationship to Regional Blueprint, General Plans, or County Congestion Management Plans.	
k	Inclusion in a Regional Transportation Plan Sustainable Community Strategy or Alternative Planning Strategy?	
l	Regional or local mitigation fee program in place?	

6. **Community Planning:**

	INITIAL PID INFORMATION
a	Has lead agency staff worked with any neighborhood/community groups in the area of the proposed improvements? Y___/N___. If yes, summarize the process and its results including any commitments made to the community. If no, why not?
	N/A
b	Are any active/completed/proposed Environmental Justice (EJ) or Community-Based Transportation (CBTP) Planning Grants in the project area? Y___/N_X_. If yes, summarize the project, its location, and

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	whether/how it may interact with the proposed project.
c	Describe any community participation plans for this PID including how recommendations will be incorporated and/or addressed. Has a context sensitive solutions (CSS) approach been applied? Y__/N X
	CSS approach will be considered further in the PA/ED phase.
	FINAL PID INFORMATION
d	How will the proposed transportation improvements impact the local community? Is the project likely to create or exacerbate existing environmental or other issues, including public health and safety, air quality, water quality, noise, environmental justice or social equity? Y__/N X. Describe issues, concerns, and recommendations (from sources including neighborhood/community groups) and what measures will be taken to reduce existing or potential negative effects.
e	Does this highway serve as a main street? Y__/N X. If yes, what main street functions and features need to be protected or preserved?

7. **Freight Planning:**

	INITIAL PID INFORMATION
a	Identify all modal and intermodal facilities that may affect or be affected by the project.
	SR-60
	FINAL PID INFORMATION
b	Describe how the design of this project could facilitate or impede Goods Movement and relieve choke points both locally and statewide through grade separations, lane separations, or other measures (e.g., special features to accommodate truck traffic and at-grade railroad crossings).
	The project will facilitate goods movement by widening Theodore St, improving ramps, and providing for future SR-60 widening.
c	Describe how the project integrates and interconnects with other modes (rail, maritime, air, etc.). Do possibilities exist for an intermodal facility or other features to improve long-distance hauling, farm-to-market transportation and/or accessibility between warehouses, storage facilities, and terminals?
	There are no rail, maritime, or air facilities in the immediate vicinity of the project.
d	Is the project located in a high priority goods movement area, included in the Goods Movement Action Plan (GMAP) or on a Global Gateways Development Program (GGDP) route? Y X /N__. If yes, describe.
	GMAP – NO. **Global Gateways – YES – Priority Global Gateway trade corridor (entire route)**
e	Is the project on a current and/or projected high truck volume route [e.g., Average Annual Daily Truck Traffic (AADTT) of 5 axle trucks is greater than 3000]? Yes X /N__. If yes, describe how the project addresses this demand.
	5+ Axle Truck volumes on SR-60: 5,682 (@ Gilman Springs), 6,552 (@ Jct 215) – Per Caltrans 2010 AADTT data. The proposed project does not address this demand.
f	If the project is located near an airport, seaport, or railroad depot, describe how circulation (including truck parking) needs are addressed.
	N/A
g	Describe any other freight issues.
	Project is adjacent to and will provide access for existing and planned logistics sites.

8. **Transit (bus, light rail, commuter rail, intercity rail, high speed rail):**

	INITIAL PID INFORMATION
a	List all local transit providers that operate within the corridor.
	Riverside Transit Agency
b	Have transit agencies been contacted for possible project coordination? Y__/N X. If no, why not?

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	It is not anticipated that existing transit services will be modified by this project. It is also not anticipated that transit agencies will introduce new facilities requiring coordination with this project.
c	Describe existing transit services and transit features (bus stops, train crossings, and transit lines) within the corridor.
	Bus Route 35 – travels on SR-60 (Moreno Beach Dr to Highland Springs)
d	Describe transit facility needs identified in short- and long-range transit plans and RTP. Describe how these future plans affect the corridor.
	None identified in 2012 RTP within project area.
	FINAL PID INFORMATION
e	Describe how the proposed project integrates transit and addresses impacts to transit services and transit facilities.
	The project will allow for future widening of SR-60, and will increase interchange capacity, which will provide better access to future transit stops.
f	Have transit alternatives and improvement features been considered in this project? Y /N__ If yes, describe. If no, why not?
	TBD

9. **Bicycle:**

	INITIAL PID INFORMATION
a	Does the facility provide for bicyclist safety and mobility needs? If no, please explain.
	Yes – Standard shoulders for bike travel and ADA-compliant facilities for pedestrians will be provided on Theodore Street.
b	Are any improvements for bicyclist safety and mobility proposed for this facility by any local agencies or included in bicycle master plans? If yes, describe (including location, time frame, funding, etc.).
	This location has not been identified in the WRCOG Non-Motorized Transportation Plan or City of Moreno Valley Bikeways. Theodore has been identified as a "Proposed Trail" in the City's Master Plan of Trails (2010).
c	Are there any external bicycle advocacy groups and bicycle advisory committees that should be included in the project stakeholder list? If so, provide contact information.
	TBD
	FINAL PID INFORMATION
d	Will bicycle travel deficiencies be corrected? How or why not?
	Standard shoulders will be provided on Theodore Street.
e	How will this project affect local agency plans for bicycle safety and mobility improvements?
	The project will provide enhanced bicycle and pedestrian facilities on Theodore Street.
f	If the project is the construction of a new freeway or modification to an existing freeway, will it sever or destroy existing provisions for bicycle travel? If yes, describe how bicycle travel provisions will be included in this project.
	No, existing provisions for bicycle travel will not be severed or destroyed.

10. **Pedestrian including Americans with Disabilities Act (ADA):**

	INITIAL PID INFORMATION
a	Does this facility provide for pedestrian safety and mobility needs? If so, describe pedestrian facilities. Do continuous and well-maintained sidewalks exist? Are pedestrians forced to walk in the roadway at any locations due to lack of adequate pedestrian facilities? Please explain.
	New pedestrian facilities will include sidewalks and curb ramps. Existing conditions do not provide pedestrian facilities.
b	Are pedestrian crossings located at reasonable intervals?
	Yes.

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c	Are all pedestrian facilities within the corridor ADA accessible and in compliance with Federal and State ADA laws and regulations?
	Existing – n/a. Proposed – TBD.
	FINAL PID INFORMATION
d	Will pedestrian travel deficiencies be corrected? How or why not?
	Yes, sidewalks and curb ramps will be provided on Theodore Street.
e	How will this project affect local agency plans for pedestrian safety and mobility improvements?
	Pedestrian facilities will be added consistent with local agency plans.
f	If the project is the construction of a new freeway or modification to an existing freeway, will it sever or destroy existing provisions for pedestrian travel? If yes, describe how pedestrian travel provisions will be included in this project.
	No, existing provisions for pedestrian travel will not be severed or destroyed.
g	Are there any external pedestrian advocacy groups and advisory committees that should be included in the project stakeholder list? If so, provide contact information.
	TBD
h	Have ADA barriers as noted in the District's ADA Transition Plan been identified within the project limits? If not included in the project, provide justification and indicate whether District Design coordinator approval was obtained.
	No. The City of Moreno Valley and SR-60 were not found on the Caltrans ADA Transition Plan website.

11. **Equestrian:**

	INITIAL PID INFORMATION
a	If this corridor accommodates equestrian traffic, describe any project features that are being considered to improve safety for equestrian and vehicular traffic?
	N/A
	FINAL PID INFORMATION
b	Have features that accommodate equestrian traffic been identified? If so, are they included a part of this project? Describe. If no, why not?
	N/A

12. **Intelligent Transportation Systems (ITS):**

	INITIAL PID INFORMATION
a	Have ITS features such as closed-circuit television cameras, signal timing, multi-jurisdictional or multimodal system coordination been considered in the project? Y__/N__. If yes, describe. If no, explain.
	TBD
	FINAL PID INFORMATION
b	Have ITS features been identified? If so, are they included a part of this project? Describe. If no, why not?
	TBD

MV00209511

Conceptual Cost Estimate – Right-of-Way Component

Attachment G

CONCEPTUAL COST ESTIMATE – RIGHT OF WAY COMPONENT

To: Renee Fletcher
Deputy District Director – Right of Way (Acting)

Date: February 2013

From: Trisha Keith
RBF Consulting

08-Riv-60-PM 20.0/22.0
Project ID#0800000000
EA 0M590
SR-60/Theodore Interchange Improvements

A Field Review was conducted _x_ Yes ___ No

Scope of the Right of Way

Provide a general description of the right of way including the location attributes.

The northwest and southeast quadrants of the interchange are currently vacant. An existing logistics facility is located in the southwest quadrant of the interchange, however no impacts to the facility are anticipated. The northeast quadrant contains an existing residence that would be impacted by Alternatives 3 and 4. Current land use zoning includes office, light industrial, commercial, and business park in the northwest, southwest, and southeast quadrants, and low density residential in the northeast quadrant.

Right of Way Required _x_ Yes ___ No
Number of Parcels _x_ 1-10 ___ 11-25 ___ 26-50 ___ 51-100 ___ >100
___ Urban _x_ Rural
Land Area: Fee 25.8 ac Easement ___
Displaced Persons/Businesses _x_ Yes (Alts 3 and 4) ___ No
Demolition/Clearance _x_ Yes (Alts 3 and 4) ___ No
Railroad Involvement ___ Yes _x_ No
Utility Involvements _x_ Yes ___ No _7_ Number of Utilities in area

Cost Estimates

Support Costs	___ $0-$25,000	___ $500,001-$1,000,000
	___ $25,001-$100,000	___ $1,000,001-$5,000,000
	___ $100,001-$250,000	___ $5,000,001-$10,000,000
	___ $250,001-$500,000	___ >$10,000,000
Capital Costs	___ $0-$100,000	_x_ $5,000,001-$15,000,000
	___ $100,001-$500,000	___ $15,000,001-$50,000,000
	___ $500,001-$1,000,000	___ $50,000,001-$100,000,000
	___ $1,000,001-$5,000,000	___ >$100,000,000

Schedule

Right of Way will require _12_ months to deliver a Right of Way Certification #1 from Final R/W Maps. This estimate is based on a Right of Way Certification date of _7/2015_

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Project Name:	SR-60/Nacotchtee Street Interchange	DOT No.	[illegible]	Project Manager	Steve Walker

Risk Identification							Risk Assessment						Risk Response			
Status	ID #	Type	Category	Title	Risk Statement	Current Mitigation/Management	Probability	Cost Impact	Cost Score	Time Impact	Time Score	Justification	Strategy	Response Actions	Risk Owner	Updated
Active	[illegible]	Threat	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Active	[illegible]	Threat	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Active	[illegible]	Threat	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Active	[illegible]	Threat	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Active	[illegible]	Threat	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Active	[illegible]	Threat	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Active	[illegible]	Threat	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Traffic Engineering Performance Assessment

PROJECT PROPOSAL IDENTIFICATION

1. District – County – Route – Limits: 08-Riv-60-PM 20.0/22.0
2. Facility Type: Freeway Interchange
3. Project Type (new facility, increase capacity, increase access, expand access): SR-60/Theodore Street Interchange Improvements - Increase Capacity
4. Targeted System User (motor vehicles, transit, bicyclists, pedestrians): Motor Vehicles
5. Key Transportation Agencies (MPO, RTPA, County, Cities): SCAG, Riverside County, City of Moreno Valley
6. Context (rural, urban, suburban): Currently rural.
7. Project Manager: Emad Makar, P.E., Caltrans Project Manager, District 8

INTRODUCTION

This document presents the proposed traffic analysis methodology for the State Route 60 (SR-60) / Theodore Street Interchange Improvements project, and will serve as a reference document for the Project Study Report-Project Development Study (PSR-PDS). The proposed project consists of improvements to the interchange on SR-60 at Theodore Street, located at the east end of the City of Moreno Valley.

SUMMARY OF PRELIMINARY FINDINGS & RECOMMENDATIONS

Assessment Approach, Data Sources & Major Assumptions

A. Forecasted Traffic Volumes & Conditions

A traffic impact analysis (TIA) prepared by Parsons Brinkerhoff, Inc. for the proposed World Logistics Center (WLC) in the City of Moreno Valley (dated February 2013) serves as the basis for this assessment. The proposed World Logistics Center is a plan for the development of up to 41.6 million square feet of modern high-cube logistics warehouse distribution facilities on approximately 2,665 acres of land in eastern Moreno Valley, located immediately south of the SR-60 / Theodore Street interchange.

The TIA analyzed local and regional traffic impacts of the proposed WLC and identified the specific near-term and longer-term circulation improvements that would be required to mitigate project impacts and maintain acceptable peak hour and daily levels of service on surface streets and freeways affected by the project. Given the nature of the WLC project, special attention was paid to the effects of truck traffic. The study considered eight development scenarios:

1. Existing baseline conditions (2012) without the WLC project
2. Existing baseline conditions plus the full build-out of the WLC project
3. Existing baseline conditions plus other past, present, and reasonably foreseeable projects expected to be constructed by 2017, without the WLC project
4. Existing baseline conditions plus other past, present, and reasonably foreseeable projects expected to be constructed by 2017, plus Phase 1 (only) of the WLC project
5. Existing baseline conditions plus other past, present, and reasonably foreseeable projects expected to be constructed by 2022, without the WLC project

ATTACHMENT "C"

6. Existing baseline conditions plus other past, present, and reasonably foreseeable projects expected to be constructed by 2022, plus the full build-out of the WLC project
7. Existing baseline conditions plus other past, present, and reasonably foreseeable projects expected to be constructed by 2035, including full build-out of the City of Moreno Valley General Plan, without the WLC project
8. Existing baseline conditions plus other past, present, and reasonably foreseeable projects expected to be constructed by 2035, including full build-out of the City of Moreno Valley General Plan, plus the full build-out of the WLC project

It should be noted that the above scenarios with "full build-out of the WLC project" (Scenarios 2, 6, and 8) include improvements to the SR-60 / Theodore Street interchange similar to those proposed as Alternative 2 in the PSR-PDS for this project.

This traffic assessment will include three scenarios from the World Logistics Center traffic impact analysis:

1. **Existing** – Existing baseline conditions (2012) without the WLC project (Scenario 1)

   This scenario best reflects current existing conditions for the proposed SR-60 / Theodore Street Interchange improvements project.

2. **Forecast Long-Range without WLC Project** – Existing baseline conditions plus other past, present, and reasonably foreseeable projects expected to be constructed by 2035, including full build-out of the City of Moreno Valley General Plan, without the WLC project (Scenario 7)

   This scenario best reflects the long-term traffic condition without interchange improvements. It does not include the World Logistics Center project, but does include all other foreseeable build-out for that time.

3. **Forecast Long-Range with WLC Project** – Existing baseline conditions plus other past, present, and reasonably foreseeable projects expected to be constructed by 2035, including full build-out of the City of Moreno Valley General Plan, plus the full build-out of the WLC project (Scenario 8)

   This scenario best reflects the long-term traffic condition with interchange improvements, which are similar to proposed Alternative 2 for this project.

Tables 1, 2, 3, 4, 5, and 5a provide Existing and Forecast traffic volumes relevant to this project from the 2013 World Logistics Center Traffic Impact Analysis scenarios described above.

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Table 1: Existing and Forecast Peak Hour Volumes
SR-60 and Interchange Ramps Segments

Location	Existing 2012		Forecast Long-Range w/o WLC Project		Forecast Long-Range with WLC Project	
	AM	PM	AM	PM	AM	PM
EB SR-60 from Redlands Blvd. to Theodore St.	1,614	1,920	3,200	4,500	3,640	4,280
WB SR-60 from Redlands Blvd. to Theodore St.	1,193	1,498	4,010	3,530	4,290	3,780
EB SR-60 from Theodore St. to Gilman Springs Rd.	1,521	1,915	2,088	2,858	1,853	2,771
WB SR-60 from Theodore St. to Gilman Springs Rd.	1,183	1,393	2,657	2,217	2,483	1,967
EB SR-60 Off-Ramp to Theodore St.	207	434	270	150	860	420
EB SR-60 Loop On-Ramp from Theodore St.	70	71	150	1,350	50	340
EB SR-60 Direct On-Ramp from Theodore St.	(1)	(1)	(1)	(1)	260	1,420
WB SR-60 Off-Ramp to Theodore St.	24	26	640	380	730	430
WB SR-60 On-Ramp from Theodore St.	34	131	90	230	530	650

Note: (1) This ramp does not exist in the Existing and 2035 w/o WLC Project scenarios.

Table 2: Existing and Forecast ADT Volumes
Theodore Street Segments

Location	Existing 2012		Forecast Long-Range w/o WLC Project		Forecast Long-Range with WLC Project	
	ADT	V/C	ADT	V/C	ADT	V/C
Theodore St. from WB SR-60 Ramps to Ironwood Ave.	650	0.06	9,653	0.85	14,617	0.65
Theodore St. from EB SR-60 Ramps to Eucalyptus Ave.	2,018	0.18	8,699	0.77	34,518	0.68

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Table 3: Existing 2012 Peak Hour Turn Movement Volumes Summary

Location / Peak	West Leg		East Leg		South Leg	
	EBT	EBR	WBL	WBT	NBL	NBR
Theodore St. & Ironwood Ave.						
AM	4	13	9	2	18	22
PM	3	13	11	10	24	4
Location / Peak	**North Leg**		**East Leg**		**South Leg**	
	SBL	SBT	WBL	WBR	NBT	NBR
Theodore St. & SR-60 WB ramps						
AM	13	13	15	9	29	21
PM	13	14	17	9	22	118
Location / Peak	**North Leg**		**South Leg**		**West Leg**	
	SBT	SBR	NBL	NBT	EBL	EBR
Theodore St. & SR-60 EB ramps						
AM	13	8	18	26	32	87
PM	21	6	19	112	9	21
Location / Peak	**North Leg**		**South Leg**		**West Leg**	
	SBT	SBR	NBL	NBT	EBL	EBR
Theodore St. & Eucalyptus Ave.						
AM	11	91	7	29	17	1
PM	16	19	7	19	115	15

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Table 4: Forecast Long-Range (2035) w/o WLC Project
Peak Hour Turn Movement Volumes Summary

Location / Peak	West Leg		East Leg		South Leg	
	EBT	EBR	WBL	WBT	NBL	NBR
Theodore St. & Ironwood Ave.						
AM	10	20	150	10	270	290
PM	10	690	160	20	220	130
Location / Peak	**North Leg**		**East Leg**		**South Leg**	
	SBL	**SBT**	**WBL**	**WBR**	**NBT**	**NBR**
Theodore St. & SR-60 WB ramps						
AM	60	120	290	360	210	50
PM	120	740	180	210	170	130
Location / Peak	**North Leg**		**South Leg**		**West Leg**	
	SBT	**SBR**	**NBL**	**NBT**	**EBL**	**EBR**
Theodore St. & SR-60 EB ramps						
AM	280	120	40	130	140	160
PM	110	800	570	200	80	90
Location / Peak	**North Leg**		**South Leg**		**West Leg**	
	SBT	**SBR**	**NBL**	**NBT**	**EBL**	**EBR**
Theodore St. & Eucalyptus Ave.						
AM	130	320	30	70	100	30
PM	50	150	90	310	460	20

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Table 5: Forecast Long-Range (2035) with WLC Project
Peak Hour Turn Movement Volumes Summary
Theodore St. at Ironwood Ave. and SR-60 Ramps

Location / Peak	West Leg		East Leg		South Leg	
	EBT	EBR	WBL	WBT	NBL	NBR
Theodore St. & Ironwood Ave.						
AM	10	150	150	10	290	290
PM	10	760	170	20	290	140
Location / Peak	**North Leg**		**South Leg**		**West Leg**	
	SBT	SBR	NBL	NBT	EBL	EBR
Theodore St. & SR-60 WB ramps						
AM	120	190	800	350	230	610
PM	750	170	1000	400	70	460
Location / Peak	**North Leg**		**South Leg**		**West Leg**	
	SBT	SBR	NBT	NBR	EBL	EBR
Theodore St. & SR-60 EB ramps						
AM	670	50	1020	330	90	1560
PM	820	360	1000	1540	390	500

Table 5a: Forecast Long-Range (2035) with WLC Project
Peak Hour Turn Movement Volumes Summary
Theodore St. & Eucalyptus Ave. (4-leg intersection)

Location / Peak	North Leg			East Leg			South Leg			West Leg		
	SBL	SBT	SBR	WBL	WBT	WBR	NBL	NBT	NBR	EBL	EBT	EBR
Theodore St. & Eucalyptus Ave.												
AM	110	2150	170	180	10	50	350	1190	240	130	30	470
PM	80	950	290	230	70	160	810	1790	210	570	70	840

B. Modeling Tools / Methodologies

Macro-level traffic forecasting was conducted for the WLC TIA using the Riverside County Transportation and Analysis Model (RIVTAM), with refinements for traffic analysis zones, peak hour forecasts, development-based trip generation, and truck trips. The "difference method" was used to determine forecast traffic volumes; forecast changes in traffic volumes from the model were added to existing traffic volumes, rather than using raw forecast volumes directly from the model. Link-level forecasts from the RIVTAM model were post-processed using the Furness method to convert them to turning movements for the intersection-level analyses. It was assumed that no trips would be taken by transit.

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C. Traffic Analysis

Operational / Capacity

The WLC TIA segment analysis was performed consistent with the City of Moreno Valley *Traffic Impact Analysis Preparation Guide* using the daily capacity standards identified in the Guide. Intersection Level of Service (LOS) analysis was performed using the Highway Capacity Manual (HCM) 2000 methodologies found in Chapter 16 for signalized intersections and Chapter 17 for unsignalized intersections. Computations were performed using Synchro, with the settings specified in the City's *Traffic Impact Analysis Preparation Guide*. Freeway LOS was determined using the density analysis methodology in the HCM, with capacities based on information in the HCM and Caltrans Ramp Meter Design Manual. Existing count data was obtained from Caltrans for the freeway mainline volumes.

Tables 6, 7, and 8 show the Segment and Intersection LOS results of the operational / capacity traffic analyses in the World Logistics Center traffic impact analysis.

Table 6: Existing and Forecast Segment Level of Service (LOS)
SR-60 and Interchange Ramps Segments

Location	Existing 2012		Forecast Long-Range w/o WLC Project		Forecast Long-Range with WLC Project	
	AM	PM	AM	PM	AM	PM
EB SR-60 from Redlands Blvd. to Theodore St.	B	B	C	F	D	E
WB SR-60 from Redlands Blvd. to Theodore St.	A	B	E	D	E	E
EB SR-60 from Theodore St. to Gilman Springs Rd.	B	B	B	E	B	F
WB SR-60 from Theodore St. to Gilman Springs Rd.	A	A	D	C	C	C
EB SR-60 Off-Ramp to Theodore St.	B	B	D	F	C	C
EB SR-60 Loop On-Ramp from Theodore St.	B	B	C	F	D	E
EB SR-60 Direct On-Ramp from Theodore St.	(1)	(1)	(1)	(1)	C	F
WB SR-60 Off-Ramp to Theodore St.	B	B	F	C	C	C
WB SR-60 On-Ramp from Theodore St.	B	B	E	D	E	D

Note: (1) This ramp does not exist in the Existing scenario.

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Table 7: Existing and Forecast Segment Level of Service (LOS)
Theodore Street Segments

Location	Existing 2012	Forecast Long-Range w/o WLC Project	Forecast Long-Range with WLC Project
	LOS(1)	LOS(1)	LOS(1)
Theodore St. from WB SR-60 Ramps to Ironwood Ave.	A	C	A
Theodore St. from EB SR-60 Ramps to Eucalyptus Ave.	A	B	B

Note: (1) LOS values for Theodore Street segments were determined based on the WLC TIA values for segment capacities and volumes and Table 11: Level of Service (LOS) Standards for Surface Streets in Moreno Valley.

Table 8: Existing and Forecast Intersection Delay / Level of Service (LOS) Summary

Intersection	AM		PM	
	Delay (sec.)	LOS	Delay (sec.)	LOS
Existing 2012				
Theodore St. & Ironwood Ave. (Stop-Sign Controlled)	9.7	A	9.8	A
Theodore St. & SR-60 WB ramps (Stop-Sign Controlled)	9.0	A	9.6	A
Theodore St. & SR-60 EB ramps (Stop-Sign Controlled)	9.2	A	9.4	A
Theodore St. & Eucalyptus Ave. (Stop-Sign Controlled)	9.2	A	9.8	A
Forecast Long-Range w/o WLC Project				
Theodore St. & Ironwood Ave. (Stop-Sign Controlled)	22.9	C	992.4	F
Theodore St. & SR-60 WB ramps (Stop-Sign Controlled)	62.2	F	173.7	F
Theodore St. & SR-60 EB ramps (Stop-Sign Controlled)	13.5	B	999.9	F

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Theodore St. & Eucalyptus Ave. (Stop-Sign Controlled)	10.5	B	68.9	F
Forecast Long-Range with WLC Project – includes interchange improvements similar to Alternative 2				
Theodore St. & Ironwood Ave. (Signalized)	6.6	A	7.5	A
Theodore St. & SR-60 WB ramps (Signalized)	14.4	B	20.1	C
Theodore St. & SR-60 EB ramps (Signalized)	2.2	A	34.1	C
Theodore St. & Eucalyptus Ave. (Signalized)	28.6	C	47.5	D

Safety

The World Logistics Center TIA included discussion of safety considerations, including sight distance and emergency access. No issues or proposed measures were identified for the proposed SR-60 / Theodore Street interchange improvements project area.

Traffic Accident Surveillance and Analysis System (TASAS) – Transportation System Network (TSN) data was provided by Caltrans District 8 and included accidents that occurred between July 1, 2008 and June 30, 2011 on SR-60, from PM 19.0 to 23.0, as well as the interchange ramps. A summary of the accident data provided in TASAS Table B is shown in Table 9 below:

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Table 9: TASAS-TSN Table B Accident Rates from 7/1/2008 to 6/30/2011

Location	Number of Accidents			Accident Rates[1]					
				Actual			Average		
	Total	Fatal	Inj	Fatal	F+I	Total	Fatal	F+I	Total
Eastbound									
Mainline PM 19.0/23.0	70	1	31	0.008	0.27	0.59	0.006	0.23	0.69
Theodore Street Exit Ramp	3	1	0	1.661	1.66	4.98	0.003	0.35	1.01
Theodore Street Entrance Ramp	1	0	0	0.000	0.00	2.28	0.005	0.14	0.44
Westbound									
Mainline PM 19.0/23.0	78	0	30	0.000	0.25	0.66	0.006	0.23	0.69
Theodore Street Exit Ramp	0	0	0	0.000	0.00	0.00	0.007	0.34	1.04
Theodore Street Entrance Ramp	0	0	0	0.000	0.00	0.00	0.003	0.24	0.72

Note: 1. Accident rates are expressed as # of accidents/ Million vehicle miles for mainline, and # of accidents/Million vehicles for ramps.

Table 9 shows that accidents occur at a lower rate than state average on SR-60 in both directions, and that there were no accidents in the three year period on the westbound entrance and exit ramps. Accident rates on the eastbound ramps were higher than state average. Three accidents occurred on the eastbound Theodore Street exit ramp during the three year period, one of which was fatal. One accident occurred on the eastbound Theodore Street entrance ramp, with no fatalities or injuries. The majority of accidents on the SR-60 mainline were sideswipes or incidents where vehicles struck objects, and the primary collision factors were mostly improper turns, speeding, or other violations. On the Theodore Street exit ramp, two of the accidents were attributed to speeding and one to improper turn movement. All three resulted in vehicles striking curb, dike, or guardrail. The accident on the eastbound Theodore Street entrance ramp resulted in a vehicle striking the guardrail along the ramp, and was attributed to improper turn movement.

The proposed interchange improvements would provide greater deceleration length and larger radius curves on the exit ramps, which would give drivers more opportunity to slow after leaving the mainline and negotiate turns. Proposed entrance ramps would be longer and have fewer tight curves, which should again improve drivers' ability to negotiate turns. As a result, accidents attributed to the existing hook ramp configurations should be minimized. On SR-60 mainline,

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auxiliary lanes will be considered between the Redlands Boulevard, Theodore Street, and Gilman Springs Road interchanges, which would improve weaving conditions between the ramp junctions.

Preliminary Assessment Findings (regarding operational and safety performance)

A. Operational Deficiencies

As shown in Table 6, the segments of SR-60 from Redlands Boulevard to Theodore Street and from Theodore Street to Gilman Springs Road operate at LOS A and B in the Existing condition. All four existing ramps currently operate at LOS B in the Existing condition. In the Forecast Long-Range (2035) without WLC Project scenario, LOS is expected to decline for all segments, except eastbound SR-60 from Theodore Street to Gilman Springs Road in the AM peak hour. LOS F is anticipated for eastbound SR-60 from Redlands Boulevard to Theodore Street in the PM peak hour, with LOS E expected for the same segment of SR-60 in the westbound direction in the AM peak hour. LOS E is anticipated for eastbound SR-60 between Theodore Street and Gilman Springs Road in the PM peak hour. The eastbound SR-60 on- and off-ramps are expected to operate at LOS F in the PM peak hour, while the westbound SR-60 on- and off-ramps are expected to operate at LOS E and F, respectively, in the AM peak hour.

Table 7 summarizes LOS for the segments of Theodore Street between the westbound SR-60 Ramps and Ironwood Avenue and between the eastbound SR-60 Ramps and Eucalyptus Avenue. In the Existing condition, both segments operate at LOS A. In the Forecast Long-Range without WLC Project, LOS is expected to decline to C in the segment north of the freeway, and to B in the segment south of the freeway. In the Forecast Long-Range with WLC Project scenario, it is anticipated that the segment between the westbound ramps and Ironwood will be widened to a 4-lane undivided arterial, resulting in LOS A with the added traffic volumes. The segment between the eastbound ramps and Eucalyptus Avenue would be widened to a 6-lane divided arterial in this scenario, resulting in LOS B with the added traffic volumes.

Table 8 summarizes the intersection delay and LOS for the intersections of Theodore Street at Ironwood Avenue, SR-60 ramps, and Eucalyptus Avenue in the Existing, Forecast Long-Range without WLC Project, and Forecast Long-Range with WLC Project. In the Existing condition, all four intersections operate at LOS A, with delays ranging from 9.0 to 9.8 seconds in the AM and PM peak hours. Increased volumes in the Forecast Long-Range without WLC Project scenario are expected to increase delays, resulting in LOS F for the four study intersections in the PM peak hour, as well as the intersection of Theodore Street at SR-60 westbound ramps in the AM peak hour.

In the Forecast Long-Range with WLC Project scenario, traffic volumes (shown in Tables 1,2, and 5/5a) are typically expected to be greater than volumes for the Forecast Long-Range without WLC Project scenario (shown in Tables 1,2, and 4) due to traffic that would be generated by the proposed logistics facilities south of the interchange. The model developed for the "with WLC Project" scenario included interchange improvements similar to Alternative 2 proposed as part of this project. As a result, LOS values generated for the "with WLC Project" ramp segments in Table 6 showed some improvements over the Forecast Long-Range without WLC Project scenario, despite the higher volumes. The eastbound SR-60 loop on- and direct on-ramps are expected to operate at LOS E and F, respectively, in the PM peak hour. The westbound SR-60 on –ramp is expected to remain at LOS E in the AM peak hour. All four study intersections in Table 8 showed improvement from the "without WLC Project" to "with WLC Project", with the

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exception of Theodore Street at Eucalyptus Avenue in the AM peak hour. In the AM and PM peak hours, all intersections are anticipated to operate at or better than LOS D, the operating standard set by Caltrans and the City of Moreno Valley.

B. Infrastructure Deficiencies

Existing vertical clearance for the Theodore Street overcrossing is nonstandard. The posted vertical clearance is 15'-5" in the eastbound direction and 15'-3" in the westbound direction. Minimum standard vertical clearance is 16'-6" for freeways. The segment of SR-60 between Redlands Boulevard and Gilman Springs Road is currently designated rural. Between Theodore Street and Redlands Boulevard, the existing interchange spacing is approximately 5,282 feet. The existing interchange spacing between Theodore Street and Gilman Springs Road is approximately 3,850 feet. Minimum interchange spacing is two miles, or 10,560, in rural areas. The existing weave lengths in the project area are approximately 4,575 feet between the westbound Theodore Street on-ramp and Redlands Boulevard off-ramp, 4,542 feet between the eastbound Redlands Boulevard on-ramp and Theodore Street off-ramp, 2,900 feet between the eastbound Theodore Street on-ramp and Gilman Springs Road off-ramp, and 1,200 feet between the westbound Gilman Springs Road on-ramp and Theodore Street off-ramp. Minimum weaving length is 5,000 feet in rural areas. Existing right shoulders in both directions on SR-60 are approximately eight feet wide. Standard shoulder width is ten feet. The existing entrance and exit ramps at Theodore Street have small radius curves. Shoulder widths on Theodore Street are nonstandard in some locations.

C. Infrastructure Omissions

Sidewalks are not provided on Theodore Street.

D. Assessment of Safety Performance / Needs

TASAS data, accident history and types, and existing nonstandard features will be evaluated to determine the scope and magnitude of the safety analysis. The safety analysis will focus on off-peak and "shoulders" of the peak period when speeds are highest and environmental factors such as darkness and glare affect driver performance.

E. Project Scope: Recommended or Required Features, Systems, Devices

1. Operational Features

Consideration should be given in the PA/ED phase to the design of auxiliary lanes and acceleration/deceleration lanes to improve operations for the anticipated increases in traffic volumes. With the addition of sidewalks on Theodore Street, pedestrian crossing systems should be implemented. Signal warrants should be prepared to examine the operational benefits of signals at the four project intersections on Theodore Street.

2. Safety Systems

Metal beam guard rails should be used where required adjacent to slopes and fixed objects, and at bridge approaches. Lighting will be required at ramp divergence points and intersections, and should be considered along Theodore Street. Clear zones will be

MV00209526

Caltrans

Dist-County-Route: 08-Riv-60
Post Mile Limits: PM 20.0 / PM 22.0
Project Type: SR-60/Theodore St Interchange Improvements
Project ID (or EA): 0M590
Program Identification:
Phase: ☒ PID - PSR-PDS
☐ PA/ED
☐ PS&E

Regional Water Quality Control Board(s): Santa Ana RWQCB

1.	Is the project required to consider incorporating Treatment BMPs?	Yes ☒	No ☐
2.	Does the project disturb 5 or more acres of soil?	Yes ☒	No ☐
3.	Does the project disturb more than 1 acre of soil and not qualify for the Rainfall Erosivity Waiver?	Yes ☒	No ☐
4.	Does the project potentially create permanent water quality impacts?	Yes ☒	No ☐
5.	Does the project require a notification of ADL reuse? TBD during PS&E	Yes ☐	No ☒

The District NPDES Coordinator has approved the use of the short-form for the PID-phase SWDR only.

Estimate Construction Start Date: January 2016 Construction Completion Date: December 2017

Separate Dewatering Permit (If yes, permit number) Yes ☐ Permit # No ☒

Erosivity Waiver Yes ☐ Date: No ☒

This Short Form – Storm Water Data Report has been prepared under the direction of the following Licensed Person. The Licensed Person attests to the technical information contained herein and the data upon which recommendations, conclusions, and decisions are based. Professional Engineer or Landscape Architect stamp required at PS&E.

Trisha Keith, Registered Project Engineer *Date*

I have reviewed the stormwater quality design issues and find this report to be complete, current and accurate:

(Stamp Required for PS&E only) *Cathy Jochal, District SW Coordinator* *Date*

ATTACHMENT "D"

1. Project Description

- The City of Moreno Valley proposes to improve the interchange at State Route 60 (SR-60) and Theodore Street. The existing interchange consists of the Theodore Street overcrossing, with eastbound and westbound SR-60 exit and entrance ramps. The interchange shares characteristics with Type L-6 and Type L-7 two-quadrant cloverleaf interchanges. It is configured with hook ramps, but rather than terminating at parallel streets, the ramps terminate at Theodore Street. Existing Theodore Street consists of one lane in each direction. SR-60 has two mixed flow lanes in each direction.

  Four alternatives are proposed as part of the PSR-PDS: a no-build alternative and three new interchange configurations. All new interchange alternatives include reconstruction of the Theodore Street overcrossing and all ramps. The existing lane configuration on SR-60 will not be changed, however the new Theodore Street overcrossing will be constructed to allow for future widening of the freeway to three mixed flow lanes and one HOV lane in each direction. Theodore Street will be widened to three lanes in each direction, with standard shoulders and a center median.

- The estimated total disturbed soil area is 61 acres for Alternative 2, and 54 acres for Alternatives 3 and 4. Disturbed soil area was determined by calculating the total area affected by grading and new construction, including pavement and sidewalks.
- This project will result in 13 acres of additional impervious surface area in Alternative 2, 11 acres in Alternative 3, and 13 acres in Alternative 4.
- The project is located within the Riverside County (R8-2010-033) Municipal Separate Storm Sewer System (MS4).
- Storm water runoff within the project area is collected in inlets and surface channels. Outside the project area, flow is discharged to surface channels. From there, it flows to Mystic Lake, Canyon Lake, and then to Lake Elsinore. The project is located in the San Jacinto Hydrologic Area, in the Gilman Hot Springs Sub-Area (number 802.21).
- Canyon Lake and Lake Elsinore are 303(d) listed water bodies. Pollutants of concern include pathogens, PCBs, sediment toxicity, and unknown toxicity.
- 401 certification is not required for this project.
- No drinking water reservoirs or recharge facilities have been identified within the project limits.
- TMDLs established by the Santa Ana RWQCB for the receiving water bodies include nutrients and organic enrichment / low dissolved oxygen.
- No local agency requirements or concerns have been identified for this project.
- Annual rainfall in the project area is approximately 10.35 inches. The monthly average high temperature is 79.5° F, and the monthly average low temperature is 49.3° F. The rainy season as defined by the RWQCB is October 1 to May 1.
- Based on the USDA Natural Resources Conservation Service Web Soil Survey, the project area contains Badland, San Emigdio fine sandy loam, San Emigdio loam, and Metz gravelly sandy loam soils. Badland soils are found in the area east of the interchange, toward Gilman Springs Road. This soil is generally rated soil type D and has a very slow infiltration rate and very severe erosion hazard rating. Metz gravelly sandy loam may be found in the northwest quadrant of the proposed interchange. It is generally rated soil type A, with a high infiltration rate and slight erosion hazard rating. The existing interchange and majority of proposed improvements are located in primarily San Emigdio fine sandy loam, with pockets of loam to the west of the interchange. San Emigdio fine sandy loam and loam are generally rated soil

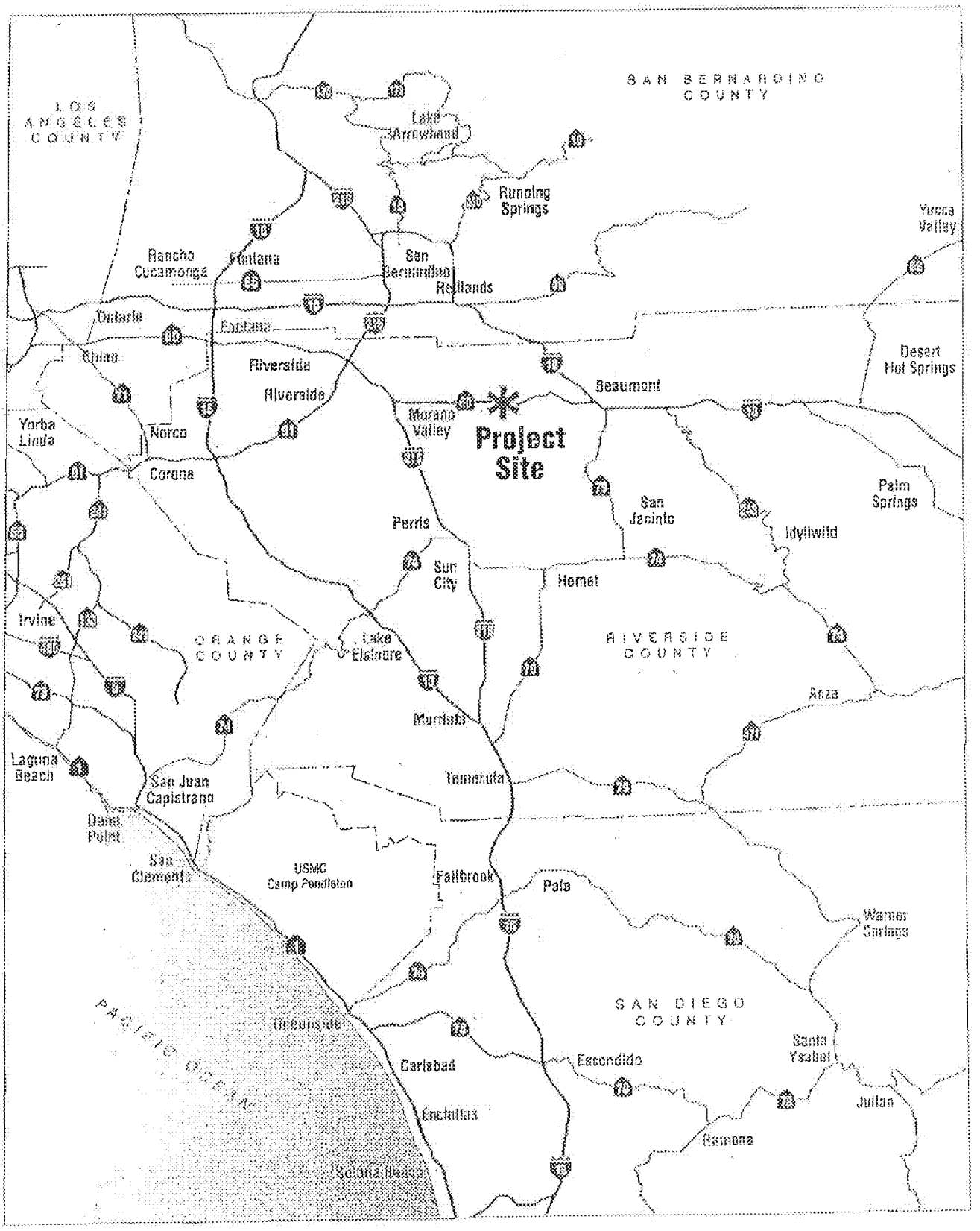

RBF A Company

0 5 11 miles
APPROXIMATE

SR-80 / THEODORE STREET INTERCHANGE PROJECT

Regional Vicinity Map

Attachment A

MV00209529

DATE: February 2013

Project ID (or EA): EA 0M590

NO.	CRITERIA	YES ✓	NO ✓	SUPPLEMENTAL INFORMATION FOR EVALUATION
1.	Begin Project Evaluation regarding requirement for consideration of Treatment BMPs	✓		See Figure 4-1, Project Evaluation Process for Consideration of Permanent Treatment BMPs. Go to 2
2.	Is this an emergency project?		✓	If Yes, go to 10. If No, continue to 3.
3.	Have TMDLs or other Pollution Control Requirements been established for surface waters within the project limits? Information provided in the water quality assessment or equivalent document.		✓	If Yes, contact the District/Regional NPDES Coordinator to discuss the Department's obligations under the TMDL (if Applicable) or Pollution Control Requirements, go to 9 or 4. _____ *(Dist./Reg. SW Coordinator Initials)* If No, continue to 4.
4.	Is the project located within an area of a local MS4 Permittee?	✓		If Yes. *(Order No. R8-2010-0033)*, go to 5. If No, document in SWDR go to 5.
5.	Is the project directly or indirectly discharging to surface waters?	✓		If Yes, continue to 6. If No, go to 10.
6.	Is it a new facility or major reconstruction?	✓		If Yes, continue to 8. If No, go to 7.
7.	Will there be a change in line/grade or hydraulic capacity?			If Yes, continue to 8. If No, go to 10.
8.	Does the project result in a net increase of one acre or more of new impervious surface?	✓		If Yes, continue to 9. If No, go to 10. *12.6 ac. (Net Increase New Impervious Surface)*
9.	Project is required to consider approved Treatment BMPs.	✓	See Sections 2.4 and either Section 5.5or 6.5 for BMP Evaluation and Selection Process. Complete Checklist T-1 in this Appendix E.	
10.	Project is not required to consider Treatment BMPs. _____*(Dist./Reg. Design SW Coord. Initials)* _____*(Project Engineer Initials)* _____ *(Date)*		Document for Project Files by completing this form, and attaching it to the SWDR.	

1 *See Figure 4-1, Project Evaluation Process for Consideration of Permanent Treatment BMPs*

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Combined Risk Level Matrix

Receiving Water Risk	Sediment Risk: Low	Sediment Risk: Medium	Sediment Risk: High
Low	Level 1	Level 2	
High	Level 2		Level 3

Project Sediment Risk: Low

Project RW Risk: Low

Project Combined Risk: [illegible]

MV00209531

	A	B	C
1	**Sediment Risk Factor Worksheet**		Entry
2	**A) R Factor**		
3	Analyses of data indicated that when factors other than rainfall are held constant, soil loss is directly proportional to a rainfall factor composed of total storm kinetic energy (E) times the maximum 30-min intensity (I30) (Wischmeier and Smith, 1958). The numerical value of R is the average annual sum of EI30 for storm events during a rainfall record of at least 22 years. "Isoerodent" maps were developed based on R values calculated for more than 1000 locations in the Western U.S. Refer to the link below to determine the R factor for the project site.		
4	http://cfpub.epa.gov/nodes/stormwater/LEWfewCalculator.cfm		
5	**R Factor Value**		20
6	**B) K Factor (weighted average, by area, for all site soils)**		
7	The soil-erodibility factor K represents: (1) susceptibility of soil or surface material to erosion, (2) transportability of the sediment, and (3) the amount and rate of runoff given a particular rainfall input, as measured under a standard condition. Fine-textured soils that are high in clay have low K values (about 0.05 to 0.15) because the particles are resistant to detachment. Coarse-textured soils, such as sandy soils, also have low K values (about 0.05 to 0.2) because of high infiltration resulting in low runoff even though these particles are easily detached. Medium-textured soils, such as a silt loam, have moderate K values (about 0.25 to 0.45) because they are moderately susceptible to particle detachment and they produce runoff at moderate rates. Soils having a high silt content are especially susceptible to erosion and have high K values, which can exceed 0.45 and can be as large as 0.65. Silt-size particles are easily detached and tend to crust, producing high rates and large volumes of runoff. Use Site-specific data must be submitted.		
8	Site-specific K factor guidance		
9	**K Factor Value**		0.33
10	**C) LS Factor (weighted average, by area, for all slopes)**		
11	The effect of topography on erosion is accounted for by the LS factor, which combines the effects of a hillslope-length factor, L, and a hillslope-gradient factor, S. Generally speaking, as hillslope length and/or hillslope gradient increase, soil loss increases. As hillslope length increases, total soil loss and soil loss per unit area increase due to the progressive accumulation of runoff in the downslope direction. As the hillslope gradient increases, the velocity and erosivity of runoff increases. Use the LS table located in separate tab of this spreadsheet to determine LS factors. Estimate the weighted LS for the site prior to construction.		
12	LS Table		
13	**LS Factor Value**		1.29
14			
15	**Watershed Erosion Estimate (=RxKxLS) in tons/acre**		8.256
16	**Site Sediment Risk Factor**		Low
17	Low Sediment Risk: < 15 tons/acre		
18	Medium Sediment Risk: >=15 and <75 tons/acre		
19	High Sediment Risk: >= 75 tons/acre		
20			

MV00209532

Receiving Water (RW) Risk Factor Worksheet	Entry	Score
A. Watershed Characteristics	yes/no	
A.1. Does the disturbed area discharge (either directly or indirectly) to a 303(d)-listed waterbody **impaired by sediment** (For help with impaired waterbodies please visit the link below) or has a **USEPA approved TMDL implementation plan for sediment**?: http://www.waterboards.ca.gov/water_issues/programs/tmdl/integrated2010.shtml	no	Low
OR		
A.2. Does the disturbed area discharge to a waterbody with designated beneficial uses of SPAWN & COLD & MIGRATORY? (For help please review the appropriate Regional Board Basin Plan) http://www.waterboards.ca.gov/waterboards_map.shtml		
Region 1 Basin Plan Region 2 Basin Plan Region 3 Basin Plan Region 4 Basin Plan Region 5 Basin Plan Region 6 Basin Plan Region 7 Basin Plan Region 8 Basin Plan Region 9 Basin Plan		

MV00209533

Storm Water BMP Cost Summary

SR-60/Theodore Street Interchange Improvements
EA: 0M580
February 2013

	Item	Quantity	Unit	Unit Price	Unit Cost	Section Cost
	Treatment BMPs					
1	Infiltration Basins			Included in	Grading Cost	
					Total Treatment BMPs	$
	Temporary Construction Site BMPs					
1	Prepare SWPPP	1	LS		27,500.00	
2	Water Pollution Controls	1	LS (1.35% of $39M construction costs)		526,500.00	
3	Additional Water Pollution Controls	1	LS (0.1% of $39M construction costs)		39,000.00	
					Total Temporary Construction Site BMPs	$ 593,100.00
					TOTAL BMPs	$ 593,100.00

MV00209534

CONCEPTUAL COST ESTIMATE – RIGHT OF WAY COMPONENT

To: Renee Fletcher
Deputy District Director – Right of Way (Acting)

Date: February 2013

From: Trisha Keith
RBF Consulting

08-Riv-60-PM 20.0/22.0
Project ID#0800000000
EA 0M590
SR-60/Theodore Interchange Improvements

A Field Review was conducted _x_ Yes ___ No

Scope of the Right of Way

Provide a general description of the right of way including the location attributes.

The northwest and southeast quadrants of the interchange are currently vacant. An existing logistics facility is located in the southwest quadrant of the interchange, however no impacts to the facility are anticipated. The northeast quadrant contains an existing residence that would be impacted by Alternatives 3 and 4. Current land use zoning includes office, light industrial, commercial, and business park in the northwest, southwest, and southeast quadrants, and low density residential in the northeast quadrant.

Right of Way Required _x_ Yes ___ No
Number of Parcels _x_ 1-10 ___ 11-25 ___ 26-50 ___ 51-100 ___ >100
___ Urban _x_ Rural
Land Area: Fee 25.8 ac Easement ___
Displaced Persons/Businesses _x_ Yes (Alts 3 and 4) ___ No
Demolition/Clearance _x_ Yes (Alts 3 and 4) ___ No
Railroad Involvement ___ Yes _x_ No
Utility Involvements _x_ Yes ___ No _7_ Number of Utilities in area

Cost Estimates

Support Costs

___ $0-$25,000
___ $25,001-$100,000
___ $100,001-$250,000
___ $250,001-$500,000
___ $500,001-$1,000,000
___ $1,000,001-$5,000,000
___ $5,000,001-$10,000,000
___ >$10,000,000

Capital Costs

___ $0-$100,000
___ $100,001-$500,000
___ $500,001-$1,000,000
___ $1,000,001-$5,000,000
_x_ $5,000,001-$15,000,000
___ $15,000,001-$50,000,000
___ $50,000,001-$100,000,000
___ >$100,000,000

Schedule

Right of Way will require _12_ months to deliver a Right of Way Certification #1 from Final R/W Maps. This estimate is based on a Right of Way Certification date of _7/2015_.

ATTACHMENT "E"

MV00209535

Areas of Concern

Existing overhead utilities, including 115kV electrical lines, are located on wood poles along the west side of Theodore Street throughout the project area. These lines will require relocation as part of the proposed project.

Assumptions and Limiting Conditions

Per the Caltrans Right of Way Manual, preliminary right of way activities will be conducted after circulation of the draft environmental document and prior to final approval of PA/ED.

Contact

Trisha Keith, P.E.
RBF Consulting
(949) 472-3505

MV00209536

Division of Engineering Services
PSR-PDS Scoping Checklist

Project Information

District 8 County Riv Route 60 (Post Mile) 20.0/22.0EA 0M590 Project ID#0800000000

Project Description: SR-60/Theodore Street Interchange Improvements

Project Manager: Emad Makar Phone # (909) 383-4978

DES Project Liaison Engineer* (PLE):

DES Special Funded Projects Liaison Engineer: Lily Sun Phone # (909) 227-8915

DES Consultant Management Engineer: Phone #

*The Project Liaison Engineer will provide assistance with the completion of this form.

Project Scope

DES acknowledges that scope is in development at this time. The Project Liaison Engineer is available to assist the District in determining the involvement of DES functional units. The intent of the checklist is to gather as much information as possible on the alternatives to accurately identify the involvement of DES.

Describe and identify in the following sections a general description of improvements anticipated as part of the project scope that will require DES functional unit involvement.

Check applicable boxes describing proposed scope of project.

- ☐ New Expressway/Freeway on new alignment
- ☐ Construct Interchange
- ☒ Modify Interchange
- ☒ Bridge Replacement (New alignment? ☐ Yes ☒ No)
- ☐ Bridge Rehabilitation
- ☐ New Bridge
- ☐ Bridge Seismic Retrofit
- ☐ Other Design: Explain:
- ☐ Other Roadway Realignment
- ☐ Emergency/Storm Damage
- ☐ Bridge Widening
- ☐ Curve Correction
- ☐ Building Project
- ☐ Median Barrier Retrofit
- ☐ Construct Passing Lane
- ☐ Soundwall/Retaining Wall
- ☐ Roadway Rehabilitation
- ☐ Widen Highway
- ☐ Rockfall Project
- ☐ Left-turn Pocket
- ☐ Modify Slope
- ☐ Stabilize Subgrade
- ☐ Stabilize Roadway
- ☐ Landslide/Slip-out
- ☐ Bridge Deck Rehab.
- ☐ Bridge Joint Seals

Briefly describe proposed scope of DES involvement for all alternatives.

Alternative 1: No build alternative.

Alternatives 2 through 4: SR-60/Theodore Street interchange improvements including widening of Theodore Street and removal and replacement of all ramps. The existing

ATTACHMENT "F"

MV00209537

SR-60/Theodore Street overcrossing will be removed and reconstructed as a wider and longer bridge structure. It is anticipated that DES will be involved from K phase through construction, and will review and approve the APS and final PS&E package, as well as provide construction support services.

Project Schedule

PA/ED Date	10/2014

Project Cost

For PSR (PDS) projects, the following section is to be used for EACH alternative, provided that the scope is significantly different.

Alternative # 2

Project Cost Range ($ 1000's)		Cost of Largest Structure ($ 1000's)
Roadway	$27,800	$11,000
Structure**	$11,000	
Total	$38,800	

Alternative # 3

Project Cost Range ($ 1000's)		Cost of Largest Structure ($ 1000's)
Roadway	$22,800	$8,700
Structure**	$8,700	
Total	$31,500	

Alternative # 4

Project Cost Range ($ 1000's)		Cost of Largest Structure ($ 1000's)
Roadway	$27,600	$10,200
Structure**	$10,200	
Total	$37,800	

**Structure Cost Range to be provided by (check one)

☐ Consultant ☒ Structure Design Technical Liaison.

Project Scope Breakdown by DES Function

Photogrammetry

Note: A Photogrammetry Service Request PSR (PDS) must be completed and submitted to DES Photogrammetry by the District Photogrammetry Coordinator.

MV00209538

Bridge Design Services (check applicable boxes)

Design by:

- ☐ Office of Structure Design
- ☐ Structure Maintenance Design
- ☐ Office of Structure Contract Management (Consultant Design Oversight)
- ☒ Office of Special Funded Projects (Consultant Design Oversight)

Bridge Information:

☐ New Bridge(s)	Number	Br. Name(s) & No(s).
☒ Bridge Replacement(s)	1	Theodore Street OC Bridge # 56-0488
☐ Bridge Widening(s)	Number	Br. Name(s) & No(s).
☐ New Bridge over water	Number	Br. Name(s) & No(s).
☐Bridge Replacement over water	Number	Br. Name(s) & No(s).
☐Bridge Widening over water	Number	Br. Name(s) & No(s).
☐ Bridge Rail Replacement(s)	Number	Br. Name(s) & No(s).
☐Approach Slab	Number	Br. Name(s) & No(s).
☐Bridge with Railroad Involved	Number	Br. Name(s) & No(s).
☐Bridge w/ Scour Analysis	Number	Br. Name(s) & No(s).
☐Bridge w/ Special Design or Retrofit	Number	Br. Name(s) & No(s).

Other DES functional units required for Structure Work

- ☐ Structure Hydraulics (include if bridge is over or adjacent to water)
- ☒ Preliminary Investigations (Structure Foundation Plan)
- ☒ Geotechnical Services (Structure Foundations)

Wall Design Data for Structure Design & Geotechnical Services

☐ Soundwall(s) Number	Est. Max. Ht Est. Length	☐ Standard Design	☐ Special Design
☐ Ret. walls(s) Number	Est. Max. Ht Est. Length	☐ Standard Design	☐ Special Design
☐ MSE Wall(s) Number	Est. Max. Ht Est. Length	☐ Standard Design	☐ Special Design

Geotechnical Services

Is Oversight for consultant prepared geotechnical reports required?

☒ Yes ☐ No

Has the Geotechnical Design Liaison or other geotechnical person been contacted?

☐ Yes ☒ No If yes, who?

Terrain	☐ Flat	☒ Rolling	☐ Mountainous	
Cuts:	Est. Max Height (ft)	Est. Volume (m^3):	☐ New	☐ Widen
Fills:	Est. Max Height (ft) 30	Est. Volume (m^3):	☐ New	☒ Widen

Sign Structures

☐ Overhead Sign Foundations	Number
☐ Changeable Message Sign Foundations	Number

Other:

MV00209539

☐ Special Studies (slope stability, rockfall, erosion, seepage, ground water, settlement, liquefaction, slipout repair, rock slope, etc.) Explain
☐ Existing Maintenance Problems: Explain:

Technical Specialist Design

Anticipated insertable plan sheet(s) check below:

☐ Culvert(s)	Number
☐ Barrier(s)	Number
☐ Signs and Overhead Structures	Number
☐ Other Design:	Explain:

Transportation Architecture Design

☐ Design New Building(s)	Explain:
☐ Remodel Existing Buildings(s)	Explain:
☐ Bridge Aesthetics Evaluation	Explain:
☐ Build scale model	Explain:
☐ Other Aesthetics work	Explain:

Electrical, Mechanical, Water & Wastewater Design

☐ Pumping Plants	Explain:
☐ Movable bridge, drawbridge	Explain:
☐ Lighting control system for facilities	Explain:
☐ Sanitary Systems	Explain:

Materials Engineering & Testing Services

Pavement

☐ Rigid ☒ Flexible	Average Grade 3%	Average Superelevation 2%
☐ Deflection Study Required	No. of Locations	Lane/miles to be tested

Consultation and Inspection

☒ Loop detectors	☒ Signal & Lighting Products	☐ Changeable Message Signs, Closed Circuit TV
☒ Concrete Bridge	☐ Steel Bridge	

Materials Engineering & Testing Services (Continued)

Corrosion Tests

☒ Soil	☒ Concrete	☐ Cathodic Protection System

Other

☐ Special Products:	Explain

Additional Studies, Investigations or Research from DES

Identify additional studies or investigations that may be required from DES Functional Units.

Prepared By: Trisha Keith, RBF Consulting **Date** February 2013

MV00209540

PRELIMINARY ENVIRONMENTAL ANALYSIS REPORT

1. Project Information

District	County	Route	PM	EA
08	RIV	60	20.0/22.0	0M590
Project Title: State Route 60/Theodore Street Interchange				
Project Manager Emad Makar, P.E.			Phone # 909/383-4561	
Project Engineer RBF Consulting – Trisha Keith, P.E.			Phone # 949/855-7049	
Environmental Office Chief/Manager David Bricker			Phone # 909/388-7725	
PEAR Preparer RBF Consulting – Alan Ashimine			Phone # 949/855-5710	

2. Project Description

Purpose and Need

The purpose of the proposed project is to reconstruct and improve the interchange at State Route 60 (SR-60) and Theodore Street in order to correct existing geometric deficiencies, increase capacity, and improve operations. The proposed improvements would reduce congestion at the interchange and provide adequate access for existing traffic volumes as well as forecasted increased traffic demands.

The proposed project is needed to improve existing geometric deficiencies and address long range projected operational deficiencies on SR-60 and Theodore Street due to forecasted growth and development in the area. Without improvements, by 2035, the eastbound SR-60 on- and off-ramps are expected to operate at LOS F in the PM peak hour, while the westbound SR-60 on- and off-ramps are expected to operate at LOS E and F, respectively, in the AM peak hour. The intersections of Theodore Street at Ironwood Avenue, SR-60 westbound and eastbound ramps, and Eucalyptus Avenue are forecast to operate at LOS F in the PM peak hour. Traffic within the project area is expected to result in inadequate capacity at the existing interchange due to the following:

- Capacity and Transportation Demand: Daily traffic in the project area is expected to increase over time. The existing interchange has insufficient capacity for the projected traffic volumes, and will provide substandard levels of service. See Section 4 of the PSR/PDS for additional information.
- Social Demand and Economic Development: Similar to other areas in the Inland Empire, population growth continues to occur in the City of Moreno Valley.

ATTACHMENT "G"

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Major developments in the area, consisting of a mixture of residential, commercial,. industrial, and office uses have been completed, are under construction, or are in the planning process. The build out of the area in accordance with the *City of Moreno Valley General Plan* will generate substantial traffic on the freeway and local streets leading to the interchange.

Description of work

A total of four alternatives are being considered as part of the project, consisting of the No Build Alternative (Alternative 1) and three Build Alternatives. The three Build Alternatives are as follows: Alternative 2 - Modified Partial Cloverleaf; Alternative 3 – Spread Diamond; and Alternative 4 – Modified Spread Diamond. The alternatives are discussed in detail below.

Alternatives

Alternative 1 - No Build Alternative

The No Build Alternative would not result in changes to the existing interchange. Existing conditions would remain. This Alternative does not meet the proposed project's purpose and need.

Build Alternatives

Alternative 2 – Modified Partial Cloverleaf (Mod Type L-7/L-8)

Alternative 2 would reconstruct and improve the existing interchange in a modified Type L-7/L-8 configuration. Improvements would include construction of new westbound entrance and loop exit ramps in the northwest quadrant of the interchange and an eastbound entrance ramp in the southeast quadrant, in a partial Type L-8 configuration. New eastbound exit and loop entrance ramps would be constructed in the southwest quadrant, in a partial Type L-7 configuration. The existing Theodore Street overcrossing would be removed and replaced by a new bridge approximately 142 feet wide and 300 feet long. An auxiliary lane would be added in both directions between the Redlands Boulevard and Theodore Street interchanges, as well as in the eastbound direction between the Theodore Street and Gilman Springs Road interchanges. Refer to Attachment B of the PSR/PDS for the proposed interchange layout.

Alternative 2 would impact areas in the northwest, southwest, and southeast quadrants of the interchange. Right-of-way (ROW) acquisition would be required to accommodate proposed ramps in these locations.

Alternative 3 (Spread Diamond - Type L-2)

Alternative 3 would reconstruct and improve the existing interchange in an L-2 configuration. Improvements would include construction of new entrance and exit ramps

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in all four quadrants of the interchange. The existing Theodore Street overcrossing would be removed and replaced by a new bridge approximately 142 feet wide and 300 feet long. An auxiliary lane would be added in both directions between the Redlands Boulevard and Theodore Street interchanges, as well as between the Theodore Street and Gilman Springs Road interchanges. See Attachment B of the Project Study Report/Project Development Support (PSR/PDS) for the proposed interchange layout.

Alternative 3 would impact areas in all four interchange quadrants. ROW acquisition would be required to accommodate the proposed ramps. This Alternative would impact the existing residential development located in the northeast quadrant of the interchange.

Alternative 4 (Modified Spread Diamond – Mod Type L-2/L-9)

Alternative 4 would reconstruct and improve the existing interchange in a modified Type L-2/L-9 configuration. Improvements would include construction of a new westbound entrance ramp in the northwest quadrant of the interchange and westbound exit and loop entrance ramps in the northeast quadrant, in a partial Type L-9 configuration. New eastbound exit and entrance ramps would be constructed in the southwest and southeast quadrants, respectively, in a partial Type L-2 configuration. The existing Theodore Street overcrossing would be removed and replaced by a new bridge approximately 142 feet wide and 300 feet long. An auxiliary lane would be added in both directions between the Redlands Boulevard and Theodore Street interchanges, as well as between the Theodore Street and Gilman Springs Road interchanges. See Attachment B of the PSR/PDS for the proposed interchange layout.

Alternative 4 would impact areas in all quadrants of the interchange. ROW acquisition would be required to accommodate proposed ramps. This Alternative would impact the existing residential development located in the northeast quadrant of the interchange.

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3. Anticipated Environmental Approval

CEQA		NEPA	
Environmental Determination			
Statutory Exemption	☐		
Categorical Exemption	☐	Categorical Exclusion	☐
Environmental Document			
Initial Study or Focused Initial Study with proposed Negative Declaration (ND) or Mitigated ND	☒	Routine Environmental Assessment with proposed Finding of No Significant Impact Complex Environmental Assessment with proposed Finding of No Significant Impact	☒ ☐
Environmental Impact Report	☐	Environmental Impact Statement	☐

CEQA Lead Agency (if determined):	Caltrans
Estimated length of time (months) to obtain environmental approval:	15-18 Months
Estimated person hours to complete identified tasks:	700

The anticipated environmental document for the proposed project is an Initial Study (IS) leading to a Mitigated Negative Declaration (MND) under the California Environmental Quality Act (CEQA) and a Routine Environmental Assessment (EA) leading to a Finding of No Significant Impact (FONSI) under the National Environmental Policy Act (NEPA).

4. Special Environmental Considerations

The preliminary impact area associated with the Build Alternatives is reviewed within this document. In general, special considerations include any special processes and/or seasonal constraints that may affect project delivery and require unusual, exceptional, or extended environmental processes.

For the SR-60/Theodore Street Interchange, special environmental considerations may include the need for formal agency consultation (i.e., Section 7 or Section 106 Consultations) and/or the need for construction monitoring for biological and cultural resources. Regulatory permits may be required for impacts to jurisdictional waters of the U.S. and State from the U.S. Army Corps of Engineers (ACOE), State Water Resources Control Board (SWRCB), and California Department of Fish and Wildlife (CDFW). If any of these activities are deemed necessary, there is a potential that the environmental process may be extended. The requirement for these potential permits, approvals, and consultations would be determined as part of project-specific field investigations and technical analyses to be performed during the PA/ED phase.

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5. Anticipated Environmental Commitments

The following is a list of possible avoidance, minimization, and/or mitigation measures that could be required for the purposes of this proposed project, under all Build Alternatives.

1. If human remains are encountered during construction, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code (PRC) Section 5097.98. The County Coroner must be notified of the find immediately. If the remains are determined to be Native American, the County Coroner will notify the Native American Heritage Commission (NAHC), who will determine and notify the Most Likely Descendant (MLD). The MLD may inspect the site of the discovery with the permission of the land owner, or his/her authorized representative. The MLD shall complete the inspection within 48 hours of being granted access to the site.
2. If historic or archaeological resource materials are discovered during construction, all earth-moving activity within and around the immediate discovery area will be diverted until a qualified archaeologist can assess the nature and significance of the find.
3. If any paleontological resources are encountered during construction activities, all ground disturbing activities shall stop until the services of a qualified paleontologist can be retained to identify and evaluate the resources and, if necessary, recommend mitigation measures to document and preserve the resources.
4. If ground disturbing activities are scheduled to commence during the raptor breeding season (February 1 through August 31), pre-construction raptor surveys shall be conducted by a qualified biologist in order to identify possible nesting activity. A construction-free buffer of suitable dimensions must be established around any active raptor nests (up to 250 feet, depending on the nest location and species) for the duration of the project or until it has been determined that the chicks have fledged and are independent of their parents.
5. If unknown wastes or suspect materials are discovered during construction by the contractor, which he/she believes may involve hazardous waste/materials, the contractor shall:
    a. Immediately stop work in the vicinity of the suspected contaminant, removing
    b. workers and the public from the area;
    c. Notify the project engineer of the implementing agency;
    d. Secure the areas as directed by the project engineer; and
    e. Notify the implementing agency's Hazardous Waste/Materials Coordinator.

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6. During construction, Underground Service Alert (USA) services shall be used to identify the location of all public utilities and avoid unplanned disruptions.
7. In compliance with Executive Order (EO) 13112, Invasive Species, and subsequent guidance from the Federal Highway Administration, the landscaping and erosion control included in the project will not use species listed as noxious weeds. In areas of particular sensitivity, extra precautions will be taken if invasive species are found in, or adjacent to, the construction areas. These include the inspection and clearing of construction equipment and eradication strategies to be implemented should an invasion occur.
8. Where landscaping is proposed, the project shall install landscaping that is compatible with the existing landscaping. All selected plant species within the roadway right-of-way shall share similar water requirements. The new landscaping concept and plant palette shall be determined and approved by Caltrans District Landscape Architect.

The environmental commitments cited above are considered standard construction provisions. Additional commitments will be required and would be determined as part of the PA/ED phase. Detailed cost estimates are premature and speculative at this time as one or more of these commitments may not be required. However, as a conservative budget estimate, costs associated with commitments above should be assumed at up to $250,000.[1]

6. *Permits and Approvals*

The following table identifies the anticipated permits and approvals required for the proposed project. These permits and approvals are subject to change based upon project-specific field investigations and technical analyses to be performed during the PA/ED phase.

Permit/Approval	Agency	Notes
Section 7 Consultation	U.S. Fish and Wildlife Service	Required in the event Waters of the U.S. or Federally-listed species are affected.
National Pollutant Discharge Elimination System (NPDES) Notice of Construction (NOC)	Santa Ana RWQCB	Required for compliance with the Caltrans Construction General Permit
Section 402 Clean Water Act NPDES	Santa Ana RWQCB	Required for compliance with the Caltrans Statewide NPDES Storm Water Permit and General NPDES Permit
Storm Water Pollution Prevention Plan (SWPPP)	Santa Ana RWQCB	The SWPPP addresses water pollution controls during construction under NPDES requirements.
Encroachment Permit	Caltrans District 8	Required for field surveys and construction activities.
Encroachment Permit	City of Moreno Valley	Required for field surveys and construction activities.

[1] Cost is approximate/preliminary and subject to change based upon the significance of resources encountered and additional commitments required by affected resource agencies.

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7. Level of Effort: Risks and Assumptions

The environmental factors that could affect cost and schedule for this proposed project include the anticipated permit processes (NPDES/SWPPP approvals through the Santa Ana RWQCB and encroachment permits) and potential permit processes (regulatory permits from the ACOE, RWQCB, and CDFW). Other factors include the need for additional technical studies, or the identification of cultural or biological resources resulting in unanticipated mitigation requirements. The environmental document would be prepared based on technical studies completed and approved for the proposed project, as well as any additional studies in the vicinity. For this proposed project, special considerations may entail resource agency permits, the potential for hazards/hazardous materials within the proposed project limits, and pre-construction biological resource surveys.

8. PEAR Technical Summaries

8.1 **Land Use:** The proposed project site is located primarily within the City of Moreno Valley, while the northeastern quadrant is located in the City's Sphere of Influence (within unincorporated Riverside County). Based on the City's *General Plan Land Use Map*, the following designations apply to the project:

- Northeast Quadrant: Residential, Maximum 1 Dwelling Unit/Acre ("R1");
- Northwest Quadrant: Office ("O");
- Southwest Quadrant: Commercial ("C") and Business Park/Light Industrial ("BP"); and
- Southeast Quadrant: Business Park/Light Industrial ("BP").

Based on the City's Zoning Map, the following zoning applies to the project:

- Northeast Quadrant: Sphere of Influence;
- Northwest Quadrant: Office ("O");
- Southwest Quadrant: Community Commercial ("CC"); and
- Southeast Quadrant: Industrial/Business Park ("BP").

Land use compatibility and consistency with the City's and County's General Plans and Zoning Codes will be evaluated in the IS. A separate technical study is not required.

8.2 **Growth:** The proposed project is meant to improve safety and operation of Theodore Street and the SR-60/Theodore Street interchange by relieving existing congestion and improving vehicle, pedestrian, and bicycle safety. No residences or businesses would be introduced as a result of this proposed project; therefore, a direct increase in population is not anticipated. The proposed project would accommodate projected growth within the vicinity, particularly in regards to goods movement due to buildout of planned industrial/logistics facilities south of SR-60.

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The proposed project is not considered to be growth inducing. A separate technical study is not required.

8.3 **Farmlands/Timberlands:** Based on the City's *General Plan* and *Zoning Code*, there are no farmland land use or zoning designations within the proposed project study limits or within the immediate project vicinity. No timberlands are identified within or adjacent to the proposed project.

However, according to the California Department of Conservation's 2010 map denoting *Riverside County Important Farmland*, the northeastern quadrant of the project site is designated as Prime Farmland and Farmland of Statewide Importance. Build Alternatives 3 and 4 would result in impacts to this quadrant. As such, a Farmland Technical Memorandum and conversion analysis would be required for Alternatives 3 and 4.

8.4 **Community Impacts:** The proposed project area can be characterized as rural in nature. The only development existing within or adjacent to the project site consists of existing roadway facilities, an industrial/warehousing facility (Skechers) to the southwest, and one single-family residence to the northeast. Due to the limited development in the project area and the existence of roadway facilities (SR-60 and Theodore Street), the project would not divide an existing community.

Build Alternatives 3 and 4 would result in impacts to the existing single-family residence within the northeast quadrant of the project site, and may result in a full acquisition of the property. In the event a full acquisition of the parcel occurs, a Relocation Impact Statement (RIS) would be required.

8.5 **Visual/Aesthetics:** The project is not on, or adjacent to, an officially-designated state scenic highway, according to the Caltrans California Scenic Highway Mapping System. SR-243 is the nearest officially-designated scenic highway, which is located approximately 15 miles east of the project site. Visual resources are often subjective in nature and therefore analysis is completed per the Federal Highway Administration Visual Impact Assessment for Highway Project Guidelines. This screening is done pursuant to the Caltrans SER, discusses the project area, and provides mitigation if necessary. Due to the nature of proposed improvements at the interchange and an increase in elevation of the proposed bridge, a Visual Impact Assessment (VIA) will be prepared for the project.

8.6 **Cultural Resources:** Based on analysis provided within the *Highland Fairview Corporate Park EIR* (Michael Brandman Associates, 2008), no known cultural resources were found to exist in the project vicinity. However, a literature/records search performed as part of the EIR indicated that 14 cultural resource sites were determined to occur within one mile of the project site. As such, there is a potential for impacts to buried archaeological resources during the construction process. A Historic Property Survey Report (HPSR) and Archaeological Survey Report (ASR) will be required. In addition, Alternatives 3 and 4 would result in impacts to an

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existing single-family residential property, and the residential structure may be affected. Based on preliminary analysis to be conducted regarding the age and attributes of the residence, a Historical Resources Evaluation Report (HRER) may also be required.

8.7 **Hydrology and Floodplain:** According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRMs), the project site is located outside the 100-year flood plain (Zone X). The IS will discuss hydrological conditions within the project area and drainage facilities that would be included as part of the project. A separate technical study is not required.

8.8 **Water Quality and Storm Water Runoff:** The proposed project is within the jurisdiction of the Santa Ana RWQCB. All major reconstruction and new construction for transportation projects must conform to Caltrans' existing Statewide National Pollutant Discharge Elimination System NPDES Permit CAS000003 and to the existing General NPDES Permit for Construction Activities No. CAS000002. These permits regulate storm water and non-storm water discharges associated with year-round construction activities.

Coverage under the SWRCB General Permit will be required since the proposed project has a soil disturbance area greater than one acre. The SWPPP shall incorporate control measures for soil stabilization, sediment control, wind erosion control, waste management, and disposal control practices. Caltrans' Statewide Storm Water Management Plan requires project development personnel to assess the need for storm water Best Management Practices (BMPs) and incorporate these BMPs as appropriate during the initial planning and design phases for all Caltrans projects.

A Storm Water Data Report (SWDR) is required and shall document all requirements per the NPDES permits during and/or after construction. The signature page of the SWDR will be included as part of an engineering report, anticipated to be a Project Report (PR), during PA/ED phase.

8.9 **Geology, Soils, Seismic and Topography:** The project site is located within a seismically active area, in proximity to several fault zones (San Andreas, San Jacinto, and Elsinore). Thus, the proposed project may be subject to ground shaking due to seismic events. Although geotechnical research performed as part of the *Highland Fairview Corporate Park EIR* found no evidence of ground fissuring or other unstable soil conditions was evident in the project area, a Preliminary Geotechnical Report will be prepared during the PA/ED phase. The results of the Preliminary Geotechnical Report will be summarized within the IS.

8.10 **Paleontology:** The proposed project would require grading and excavation, with deeper excavations required for construction associated with the Theodore Street bridge. It is anticipated that all work would be completed in disturbed areas or areas already containing fill from the construction of the roadways; therefore, the

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probability of encountering paleontological resources is considered low. However, based on the *Highland Fairview Corporate Park EIR*, geologic units within the project area have a moderate paleontological sensitivity since the site rests upon older Pleistocene and San Timoteo Formations. Therefore, there is the potential to encounter buried paleontological resources. A separate study is not required; however, provisions for on-site monitoring if resources are encountered during construction activities should be included on construction plans.

8.11 **Hazardous Waste/Materials:** Based on an analysis of hazardous materials conducted as part of the *Highland Fairview Corporate Park EIR*, seven hazardous materials sites were documented to exist within one mile of the project site. However, no Recognized Environmental Conditions (RECs) were determined to exist in the project area. Although no known hazards affect the site, SR-60 was constructed during a time when leaded gasoline was used in motor vehicles; therefore, soils within the proposed project limits should be tested for Aerially Deposited Lead (ADL) in order to determine if any soils are contaminated from vehicular use. Moreover, the build alternatives may require ROW acquisition that would necessitate an investigation of hazardous conditions. A Phase I Initial Site Assessment (ISA) will be prepared for this project, which will include a hazardous materials database search, outlining any hazardous material listings within or in close proximity to the proposed project area.

8.12 **Air Quality:** The proposed project is located within the South Coast Air Basin (SCAB), which is within the jurisdiction of the South Coast Air Quality Management District (SCAQMD). The SCAB is in attainment status for most of the National Ambient Air Quality Standards (NAAQS) and the California Ambient Air Quality Standards (CAAQS); however the SCAB is in nonattainment for the following pollutants (Federal standards):

- Ozone;
- Particulate matter 10 microns in diameter or less (PM_{10}); and
- Particulate matter 2.5 microns in diameter or less ($PM_{2.5}$).

An Air Quality Assessment will be required to determine the project's potential impacts to sensitive receptors for both short-term construction and long-term operations.

8.13 **Noise and Vibration:** Caltrans and the Federal Highway Administration (FHWA) have refined the approach that determines the level of noise analysis necessary for a project. Section 4 (Noise Impact Screening Procedure Checklist) of the Caltrans Technical Noise Supplement (TeNS) involves answering five questions related to the project area and existing noise levels. This Checklist has been designed to eliminate unnecessary Traffic Noise Analysis Protocol (TNAP) and Noise Abatement Decision Report (NADR) analyses. If the project passes the screening procedure, then a detailed impact analysis is not required. If the project does not pass the screening procedure, then a TNAP/NADR Analysis is required.

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The proposed project would improve safety and operation of Theodore Street and the SR-60/Theodore Street interchange by relieving existing congestion and improving efficiency. Currently, the closest residence is located approximately 180 feet to the northeast of the interchange. Additional residences are located along Redlands Boulevard, in the vicinity of the proposed auxiliary lane. It is assumed for the purposes of this PEAR that a TNAP/NADR Analysis will be required based on the surrounding sensitive receptors. The final determination will be dependent on the screening process discussed above.

8.14 Energy and Climate Change:

The proposed project would relieve congestion and improve travel efficiency through the SR-60/Theodore Street interchange area. Energy consumption would potentially be reduced upon project completion due to improved traffic circulation. Construction energy consumption would be temporary in nature and all construction equipment would be required to operate per the equipment manuals. In addition, air quality requirements pertaining to construction equipment (i.e., construction equipment would not operate for longer than eight cumulative hours, equipment would be shut down when not in use for extended periods of time), would also help to reduce energy consumption from construction equipment. A separate energy technical study will not be required.

It is generally agreed that individual transportation projects, by themselves, do not yield sufficient greenhouse gas (GHG) emissions to have a significant impact on global climate change, but an individual project may make an incremental contribution to cumulative climate change impacts, along with all other global sources of GHG. An Air Quality Assessment will be required for the proposed project and will include a quantitative analysis of GHGs. This quantitative analysis will use the California Air Resources Board's (CARB's) EMFAC model to compare relative carbon dioxide (CO_2) emissions for all alternatives.

8.15 Biological Environment: Based on previous biological resources analysis performed within the project area as part of the *Highland Fairview Corporate Park EIR*, several sensitive species are known to occur in the vicinity. These species include Stephen's kangaroo rat and the burrowing owl. Portions of the proposed project site may also provide habitat for ground-, tree-, and shrub-nesting birds which are protected by the Migratory Bird Treaty Act (MBTA). Thus, the preparation of a Natural Environment Study (NES) will be required, in addition to the potential for focused surveys. In the event impacts to special status, consultation and/or permits from the U.S. Fish and Wildlife Service (USFWS) and/or CDFW may be required.

Based in an initial analysis of site conditions, jurisdictional drainages do not appear to be present on the project site. However, a formal analysis of jurisdictional features would be performed as part of the NES. In the event impacts to

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jurisdictional features occur, regulatory permits may be required through the ACOE, RWQCB, and CDFW.

8.16 **Cumulative Impacts:** All cumulative impacts will be addressed within the IS. All cumulative impacts will also be addressed within the individual resource technical studies identified in Sections 8.1 through 8.15, above.

8.17 **Context Sensitive Solutions:** Context Sensitive Solutions (CSS) is defined as "innovative and inclusive approaches that integrate and balance community, aesthetic, historic, and environmental values with transportation safety, maintenance and performance goals". As part of this proposed project, there are anticipated to be a series of public workshops and/or potential interviews with stakeholders and property owners. In addition, a public workshop is anticipated to be held during the public circulation of the environmental document.

9. Summary Statement for PSR or PSR-PDS

Based on the technical summaries described above, it is expected that impacts associated with all build alternatives would be mitigated to a level below significance. The total cost estimates for potential mitigation measures and permits associated with all build alternatives are premature and speculative at this time as one or more of these measures may not be required. However, as a conservative budget estimate, costs associated with commitments above should be assumed at up to $250,000. The schedule associated with the IS/MND is expected to have a duration of approximately 15 to 18 months.

Several technical studies are required for this proposed project. It is not anticipated that the individual resource evaluations will identify significant environmental concerns within or adjacent to the proposed project area that cannot be mitigated. If additional technical studies are necessary, the completion of these studies could affect schedule and cost. Construction monitoring for biological and cultural resources, if deemed necessary, could also complicate, slow, or lengthen the schedule and increase costs.

10. Disclaimer

This Preliminary Environmental Analysis Report (PEAR) provides information to support programming of the proposed project. It is not an environmental determination or document. Preliminary analysis, determinations, and estimates of mitigation costs are based on the project description provided in the PSR/PDS. The estimates and conclusions in the PEAR are approximate and are based on cursory analyses of probable effects. A reevaluation of the PEAR will be needed for changes in project scope or alternatives, or in environmental laws, regulations, or guidelines.

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11. List of Preparers

Biologist Wesley Salter	Date: 1/29/13
Noise and Vibration specialist Achilles Malisos	Date: 1/30/13
Air Quality specialist Achilles Malisos	Date: 1/30/13
Hazardous Waste/Materials specialist Kristen Bogue	Date: 1/30/13
Visual/Aesthetics specialist Eddie Torres	Date: 1/30/13
Energy and Climate Change specialist Achilles Malisos	Date: 1/30/13
PEAR Preparer (Name and Title) Alan Ashimine	Date: 2/4/13

12. Review and Approval

I confirm that environmental cost, scope, and schedule have been satisfactorily completed and that the PEAR meets all Caltrans requirements. Also, if the project is scoped as a routine EA, complex EA, or EIS, I verify that the HQ DEA Coordinator has concurred in the Class of Action.

_____ Date: _____
Environmental Branch Chief

_____ Date: _____
Project Manager

REQUIRED ATTACHMENTS:

Attachment A: PEAR Environmental Studies Checklist

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Attachment A: PEAR Environmental Studies Checklist

Rev. 11/08

Environmental Studies for PA&ED Checklist

	Not anticipated	Memo to file	Report required	Risk* L M H	Comments
Land Use	X			L	
Growth	X			L	
Farmlands/Timberlands		X		L	Tech Memo
Community Impacts	X			L	
Community Character and Cohesion	X			L	
Relocations			X	M	RIS
Environmental Justice	X			L	
Utilities/Emergency Services	X			L	
Visual/Aesthetics			X	L	VIA
Cultural Resources:				L	
Archaeological Survey Report			X	L	
Historic Resources Evaluation Report			X	M	
Historic Property Survey Report			X	L	
Historic Resource Compliance Report	X			L	
Section 106 / PRC 5024 & 5024.5	X			L	
Native American Coordination			X	L	HPSR/ASR
Finding of Effect	X			L	
Data Recovery Plan	X			L	
Memorandum of Agreement	X			L	
Other:	X			L	
Hydrology and Floodplain	X			L	
Water Quality and Stormwater Runoff			X	L	SWDR
Geology, Soils, Seismic and Topography			X	L	
Paleontology	X			L	In ED
PER	X			L	
PMP	X			L	
Hazardous Waste/Materials:				L	
ISA (Additional)			X	L	
PSI	X			L	
Other:	X			L	
Air Quality			X	L	
Noise and Vibration		X		L	Screening
Energy and Climate Change	X			L	In ED
Biological Environment				L	
Natural Environment Study			X	L	
Section 7:	X			M	
Formal	X			L	
Informal	X			L	
No effect	X			L	
Section 10	X			L	
USFWS Consultation	X			L	
NMFS Consultation	X			L	
Species of Concern (CNPS, USFS, BLM, S, F)	X			L	

Environmental Studies for PA&ED Checklist

	Not anticipated	Memo to file	Report required	Risk* L M H	Comments
Wetlands & Other Waters/Delineation	☐	☐	☒	M	NES
404(b)(1) Alternatives Analysis	☒	☐	☐	L	
Invasive Species	☒	☐	☐	L	In ED
Wild & Scenic River Consistency	☒	☐	☐	L	
Coastal Management Plan	☒	☐	☐	L	
HMMP	☒	☐	☐	L	
DFG Consistency Determination	☒	☐	☐	L	
2081	☒	☐	☐	L	
Other:	☒	☐	☐	L	
Cumulative Impacts	☒	☐	☐	L	In ED
Context Sensitive Solutions	☒	☐	☐	L	
Section 4(f) Evaluation	☒	☐	☐	L	
Permits:					
401 Certification Coordination	☒	☐	☐	L	
404 Permit Coordination, IP, NWP, or LOP	☒	☐	☐	L	
1602 Agreement Coordination	☒	☐	☐	L	
Local Coastal Development Permit Coordination	☒	☐	☐	L	
State Coastal Development Permit Coordination	☒	☐	☐	L	
NPDES Coordination	☐	☐	☒	L	
US Coast Guard (Section 10)	☒	☐	☐	L	
TRPA	☒	☐	☐	L	
BCDC	☒	☐	☐	L	

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WHERE DREAMS SOAR

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Moreno Valley, CA 92553-0805

February 19, 2013

Mr. Tim Haile
RBF Consulting
14725 Alton Parkway
Irvine, CA 92618-2027

Subject: PSR-PDS – SR-60/Theodore Street Interchange Improvements
Comments on February 11, 2013 Submittal

Dear Mr. Haile:

We have received and reviewed your submittal of February 11, 2013. Please continue with expediting the project. Our comments are intended to be addressed in subsequent submittals/approval documents.

General Comments, Capital Projects:

- PSR-PDS Page 3: Will traffic analysis be required to be projected for year 2035 or 2040?
- Reference and incorporate Route 60 Corridor Master Plan of Aesthetics and Landscaping (August 2010 – on City website).
- See attached pages for PSR-PDS specific comments (pages 3, 13, 30, Attachment H).

General Comments, Transportation:

- Consider bicycle/pedestrian/transit Measures of Effectiveness.
- Explain how 2040 traffic volumes will be derived.
- Consider roundabout locations. (for example, Ironwood/Theodore intersection may be a good candidate in the future – long-range comment)
- At what point in the project process will aesthetics be considered?

CAPITAL PROJECTS

ATTACHMENT "H"

If you have any questions, please contact Margery Lazarus, Senior Engineer, at 951.413.3133.

Sincerely,

Margery Lazarus, P.E.
Senior Engineer

ML: sc

Enclosures: As listed above

c: Prem Kumar, Deputy Public Works Director/Assistant City Engineer
Eric Lewis, Transportation Division Manager/City Traffic Engineer
Michael Lloyd, Senior Engineer, P.E.
Brian Hixson, Highland Fairview
File

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warehouse distribution facilities on approximately 2,665 acres of land located immediately south of the SR-60 / Theodore Street interchange.

Existing nonstandard features within the project area include the following:

- The posted vertical clearance is 15'-5" in the eastbound direction and 15'-3" in the westbound direction. Minimum standard vertical clearance is 16'-6" for freeways.
- On Theodore Street, sidewalks are not provided some sections of shoulder are nonstandard.
- Interchange spacing between Theodore Street and Gilman Springs Road is approximately 3,850 feet. Minimum interchange spacing is one mile in urban areas and two miles in rural areas.
- Weaving length from the existing Gilman Springs Road on-ramp to the existing Theodore Street off-ramp is approximately 1,200 feet. Minimum weaving length is 2,000 feet in urban areas and 5,000 feet in rural areas.

Existing Structure

Theodore Street Overcrossing (PM 21.37, Bridge Number 56-0488) is a four-span precast concrete stringer structure. It is approximately 234 feet long, 38 feet wide, and spans four lanes of traffic on SR-60.

The City of Moreno Valley has identified the need for operational and capacity improvements at the SR-60/Theodore Street interchange. The City and Caltrans are members of the PDT and have been involved in the development of the purpose and need statement for the project.

Opportunities to incorporate Context Sensitive Solutions and Complete Streets concepts will be studied further in the PA/ED phase of the project.

3. PURPOSE AND NEED

Purpose:

The purpose of the proposed project is to reconstruct and improve the interchange at SR-60 and Theodore Street in order to correct existing geometric deficiencies, increase capacity, and improve operations. The proposed improvements will reduce congestion at the interchange and provide adequate access for existing traffic volumes as well as forecasted increased traffic demands.

Need:

The proposed project is needed to improve existing geometric deficiencies and address long range projected operational deficiencies at the SR-60/Theodore Street interchange due to forecasted growth and development in the area. Without improvements, by 2035, the eastbound SR-60 on- and off-ramps are expected to operate at LOS F in the PM peak hour, while the westbound SR-60 on- and off-ramps are expected to operate at LOS E and F, respectively, in the AM peak hour. The

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→ Reference the SR-60 Corridor Aesthetic Master Plan in the appropriate part of the document

LOOP ENTRY WITH 2 LNS AT ART. AND 1 LN AT ENTRY; ADD AUX LNS 1700' EACH DIR WEST OF IC & 1200' EB AND 2200' WB EAST OF IC

(2) Project ID# 3A0807 – Description: IN MORENO VALLEY, WIDEN THEODORE ST FROM 2 TO 4 LANES +2 AUX LANES FROM EUCALYPTUS AVE TO SR-60 EB RAMPS, INCLUDING MEDIANS, TRAFFIC SIGNALS, CHANNELIZATION IMPROVEMENTS, LEFT-TURN POCKETS, DEDICATED RIGHT-TURN LANES, DRAINAGE IMPROVEMENTS, LANDSCAPING, SIDEWALKS, AND BIKE LANES

(3) Project ID# 3A0806 – Description: IN MORENO VALEY, WIDEN THEODORE ST FROM 2 TO 4 LANES FROM SR-60 WB RAMPS TO IRONWOOD AVE, INCLUDING TRAFFIC SIGNALS, CHANNELIZATION IMPROVEMENTS, LEFT-TURN POCKETS, DEDICATED RIGHT-TURN LANES, DRAINAGE IMPROVEMENTS, LANDSCAPING, SIDEWALKS, AND BIKE LANES.

The July 2006 City of Moreno Valley General Plan Circulation Plan designates Theodore Street as a Divided Major Arterial, with six traffic lanes.

7. ALTERNATIVES

Project Alternatives.

Four alternatives were analyzed for the project: a no build alternative and three new interchange configurations. Each of the new interchange alternatives includes removal and reconstruction of the Theodore Street overcrossing and all ramps. The existing lane configuration on SR-60 at the interchange will not be changed, however the Theodore Street overcrossing will be reconstructed to allow for future widening of the freeway to an ultimate section consisting of four mixed flow lanes and one HOV lane in each direction. Proposed ramps will be designed to be compatible with future freeway widening to minimize future reconstruction. Theodore Street will be widened to three lanes in each direction, with standard shoulders, a center median, and dedicated turn lanes where needed. See Attachment B-1 for the Project Area and Attachment C for Typical Sections. Additional details of each alternative are provided below:

p. 12 says No HOV in TDR!

Alternative 1 (No Build Alternative): Under this alternative, no reconstruction or improvements would be made to the existing SR-60 / Theodore Street interchange other than routine roadway maintenance and currently approved improvements. See Attachment B-2 for the No Build Alternative.

Alternative 2 (Modified Partial Cloverleaf – Mod Type L-7/L-8): This alternative avoids an existing residential development located in the northeast quadrant of the interchange. It would reconstruct and improve the existing interchange in a modified Type L-7/L-8 configuration. Improvements would include construction of new

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alternatives will impact existing overhead electrical lines located along the west side of Theodore Street. An existing domestic water line located along the south side of SR-60 may also be impacted. The need for relocation of these lines will be confirmed during PA/ED.

Railroad:
There are no railroad facilities within the project limits.

9. STAKEHOLDER INVOLVEMENT

The draft environmental document prepared for this project will be publicly noticed and circulated as applicable. Specific outreach efforts will be undertaken to invite response to this proposed project from the adjoining properties within 500 yards of project site.

The City, the project sponsor, has regularly attended Project Development Team (PDT) meetings. The City has stated that to their knowledge there is no opposition to the proposed project.

10. ENVIRONMENTAL DETERMINATION/DOCUMENTATION

A Preliminary Environmental Analysis Report (PEAR) has been prepared for this project, and is attached herewith as Attachment E. At this time, it is anticipated that this project will be funded solely through local funds. However, with a possibility of securing federal funds during project development, the PEAR has been developed to comply with both CEQA and NEPA. Based on the preliminary evaluation conducted as part of the PEAR, the anticipated environmental document for this project is an Initial Study/ Environmental Assessment (IS/EA) leading to a Mitigated Negative Declaration (MND) under CEQA, and Finding of No Significant Impacts (FONSI) for NEPA.

Based on the technical summaries described in the PEAR, it is expected that impacts associated with all build alternatives would be mitigated to a level below significance. The total cost estimates for potential mitigation measures and permits associated with all build alternatives are premature and speculative at this time as one or more of these measures may not be required. However, as a conservative budget estimate, costs associated with commitments above should be assumed at up to $250,000. The schedule associated with the IS/MND is expected to have a duration of approximately 15 to 18 months.

Several technical studies are required for this proposed project. It is not anticipated that the individual resource evaluations will identify significant environmental concerns within or adjacent to the proposed project area that cannot be mitigated. If additional technical studies are necessary, the completion of these studies could affect schedule and cost. Construction monitoring for biological and cultural resources, if

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LEVEL 2 - RISK REGISTER	Project Name:	SR-63/Thousand Street Interchange	08STP-0A	08-[illegible]	Project Manager:	[illegible]									
Risk Identification						Risk Assessment						Risk Response			
Status	ID #	Type	Category	Title	Risk Statement	[illegible]	Probability	Cost Impact	Cost Score	Time Impact	Time Score	Risk Level	Response Action	Risk Owner	Updated
Active	1	Threat	ROW	Right of Way Acquisition Delays	Property acquisitions required from HWD		3-High	2-Low	[illegible]	4-Moderate	6	Do not emphasize risk monitoring	[illegible]	Work in coordination to Right of Way acquisition in a timely manner.	ROW Manager	1/25/2012
Active	2	Threat	Design	[illegible]	[illegible]	The current design may require S1 slopes.	3-Moderate	1-Very Low	[illegible]	4-Moderate	12	Do not emphasize risk monitoring	Mitigate	Obtain contractual assistance from Caltrans to help accelerate the duration of the project.	Design Manager	1/25/2012
Active	3	Threat	Plan	Lack of Project Funding	Insufficient to fund for the current scope of the project.		3-Very Low	1-Very Low	[illegible]	5-Very High	[illegible]	Do not emphasize risk monitoring	Accept	Reduce the project to reduce cost to meet available funds.	Project Manager	1/25/2012
Active	4	Threat	Plan	[illegible]	The PDT may not select a Preferred Alternative in the early stages of the PA/ED phase, contributing to the PA/ED Phase.		3-Moderate	4-Moderate	12	3-High	[illegible]	Do not emphasize risk monitoring	Avoid	Work forward with PDT and project sponsor due to the ED not advancing efficiently.	Project Manager	1/25/2012
Active	5	Threat	Design	[illegible]	Interaction of CR power lines could cause a micro schedule and/or cost.	Have to consider Rosen Line design when for widening Thousand Street Bridge.	3-Moderate	4-Moderate	12	3-High	[illegible]	Mitigate. Long lead items to be procured, mitigation action will need to be taken.	Mitigate	Work with Utility agency at the earliest to the agreement.	Project Manager	1/25/2012
Active	6	Threat	ROW	Acquisition Plan	Proposed acquisition will require additional accounts by Caltrans and [illegible]		2-Low	2-Low	[illegible]	3-High	[illegible]	Maintain close to minimum impact of Caltrans requirements.	Mitigate	Continue to maintain relationship with the Cities, City and Caltrans and report on.	Project Manager	1/25/2012
Active	7	Threat	Design	Traffic Safety Scope	Due to the [illegible] and other constraints of the adjacent interchanges, the design may specifically increase in scope that require improvements to those areas/interchanges.	Footbridge limit is 1 mil West, Caltrans Storage is +1 mile East.	3-Moderate	5-High	[illegible]	5-High	[illegible]	Adjacent interchanges are subject to scopes for and could be expanded.	[illegible]	Maintain contact and [illegible] or provide necessary improvements to current roadway conditions.	Project Manager	1/25/2012

Welcome
place 1/25/12

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AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) - ZONAL PROJECT NO. 801 0052 70 77

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **Consultant Company,** a (California corporation, partnership, sole ownership) hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 801 0052 70 77

DESCRIPTION OF PROJECT

1. The project is described as professional consultant services for:

STATE ROUTE 60/THEODORE STREET INTERCHANGE IMPROVEMENTS

Project No. 801 0052 70 77

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $_____ in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on **Month Date, Year** unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "E" attached hereto and incorporated by this reference.

Or

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7. The Consultant shall perform the work described on Exhibit "A" in accordance with the design/construction schedule as stated in the Notice to Proceed.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

12. The Consultant may also retain or subcontract for the services of other necessary

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consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

15. (a) To the maximum extent allowable by law, the Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD) and the Western Riverside Council of Governments (WRCOG), and the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, MVHA, CSD and WRCOG, and the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, their officers, agents or employees.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, MVHA's, CSD's, and WRCOG's and the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, MVHA, CSD and WRCOG, and the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any

property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such Public Liability and Property Damage Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

GENERAL LIABILITY

Bodily Injury	$1,000,000 per occurrence
Property Damage	$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum general liability limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, MVHA, CSD and WRCOG and the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, against any loss, claim, or damage arising

from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) A Certificate of Insurance, or an appropriate insurance binder evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(h) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, the Moreno Valley Community Services District and Western Riverside Council of Governments, and the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, their officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, the Moreno Valley Community Services District and Western Riverside Council of Governments, and the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, its officers, employees and agents, under any third party liability policy."

(i) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(j) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings at all times and during all phases of the project.

(b) The Consultant shall be entitled to copies of all furnished materials for his

files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other projects without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

(b) Upon notice of termination, the Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain for its files copies of any and all materials, including drawings, documents, and specifications produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings, regardless of the completeness of said documents.

(c) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

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(d) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant. Consultant acknowledges that Consultant work product produced under this Agreement may be public record under State law.

(e) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's

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time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

25. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

27. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement.

SIGNATURE PAGE FOLLOWS

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AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0052 70 77

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
Department Head/Mayor/City Manager
(Select only one please)

DATE: _____

ATTEST:

_____
City Clerk *(not needed if City Manager signs)*

APPROVED AS TO LEGAL FORM:

_____
City Attorney

DATE: _____

Consultant Company

BY: _____

TITLE: _____
(President or Vice President)

BY: _____

TITLE: _____
(Corporate Secretary)

Enclosures: Exhibit "A" – City's Request for Proposal
Exhibit "B" – Consultant's Proposal
Exhibit "C" – City's Responsibility
Exhibit "D" – Terms of Payment
Exhibit "E" – Consultant's Schedule

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CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT "C"

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed $.....

2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml

3. The Consultant will electronically submit an invoice and a hard copy invoice to the City for milestone payments along with documentation evidencing services completed to date. The milestone payment is based on actual time and materials expended in furnishing authorized professional services during the preceding period. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any milestone payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at miab@moval.org or calls directed to (951) 413-3156.

4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the

completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:

   A. Vendor Name, Mailing Address, and Phone Number
   B. Invoice Date
   C. Vendor Invoice Number
   D. City-provided Reference Number (e.g. Project, Activity)
   E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

EXHIBIT "D"

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance	2. Status of Federal Action: ☐ a. Bid/offer/application b. Initial award c. Post-award	3. Report Type: ☐ a. Initial filing b. Material change For Material Change Only: Year _____ Quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier_____, *if known* Congressional District, *if known:*	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, *if known:*	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, *if applicable*_____	
8. Federal Action Number, *if known:*	9. Award Amount, *if known:* $	
10. Name and Address of Lobbying Entity *(If individual, last name, first name, MI):*	b. Individuals Performing Services *(including address if different from No. 10a)* *(Last name, first name, MI):*	
11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature:_____ Print Name:_____ Title:_____ Telephone No.:_____ Date:_____	
Federal Use Only:		Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)

Standard Form LLL Rev 06-04-90
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ATTACHMENT "J"

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to Title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee if the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influenced the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB NO. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(Federal Fiscal Year _____ to _____)

I, , hereby certify on behalf
(Name and title of Grantee official)

of The City of Moreno Valley , that
(Name of Grantee)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, of cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, an cooperative agreements) which exceed $100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this _____ of _____, 20____.

By:
(Signature of authorized official)

_____
(Title of authorized official)

W:\CapProj\CapProj\BOILER\Consultant\RFP-Letter-Attachment\Boiler-RFP Attachment-Form LLL-DBE.doc

LIST OF SUBCONSULTANTS

PROJECT NAME: _____

PROJECT NO: _____

CONSULTANT NAME: _____

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

Duplicate this form as necessary to report all subconsultant(s) information.

ATTACHMENT "K"

PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) – PART I

The proposer shall list all subconsultants (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE subconsultants elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*

Distribution: 1) Original – Local Agency File

ATTACHMENT "L"

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PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) – PART II

The proposer shall list all subconsultants who provided a quote or proposal but were not selected to participate as a subconsultant on this project. This is required fc compliance with Title 49, Section 26 of the Code of Federal Regulations. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*

Distribution: 1) Original – Local Agency File

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EXHIBIT 10-O2: LOCAL AGENCY CONSULTANT DBE INFORMATION

(Inclusive of all DBEs listed at bid proposal)

NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section

1. Local Agency Name: _____

2. Project Location: _____

3. Project Description: _____

4. Total Contract Award Amount: $ _____

5. Consultant Name: _____

6. Contract DBE Goal %: _____

7. Total Dollar Amount for all Subcontractors: $ _____

8. Total Number of all Subcontractors: _____

Award DBE Information

9. Description of Services to be Provided	10. DBE Firm Contact Information	11. DBE Cert Number	12. DBE Dollar Amount

13. Total Dollars Claimed: _____

14. Total % Claimed: _____ %

Local Agency to Complete this Section

20. Local Agency Contract Number: _____

21. Federal-aid Project Number: _____

22. Contract Execution Date: _____

Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:

23. Local Agency Representative Name (Print): _____

24. Local Agency Representative Signature: _____ 25. Date: _____

26. Local Agency Representative Title: _____ 27. (Area Code) Tel. No. _____

15. Preparer's Signature: _____

16. Preparer's Name (Print): _____

17. Preparer's Title: _____

18. Date: _____ 19. (Area Code) Tel. No. _____

Caltrans to Complete this Section

Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:

28. DLAE Name (Print): _____ 29. DLAE Signature: _____ 30. Date: _____

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
(2) Copy – Include in award package sent to Caltrans DLAE. (3) Original – Local agency files.

ATTACHMENT "M"

MV00209583

INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE INFORMATION

Consultant Section

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subcontractors** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do not include the prime consultant information in this count.
8. **Total number of all subcontractors** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's) Do not include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subcontractors on the Exhibit 10-O1 form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for columns 12 and 13.
14. **Total % Claimed** – Enter the total participation claimed for columns 12 and 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", a Good Faith Effort (GFE) is required.
15. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
25. **Date** - Enter the date the Local Agency Representative signs the form.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

Caltrans Section:

Caltrans District Local Assistance Engineer (DLAE) shall:

28. **DLAE Name (Print)** – Clearly enter the name of the DLAE.
29. **DLAE Signature** – DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. **Date** - Enter the date that the DLAE signs this section the form.

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RBF
A Company

Accelerated Project Delivery.
Established Relationships.
Proven Success.

June 13, 2013

Ms. Margery Lazarus, P.E. | *Senior Engineer*
City of Moreno Valley
Capital Projects Division
14325 Frederick Street, Suite 9
Moreno Valley, CA 92552-0805

Subject: Work Plan and Cost Proposal for Professional Consultant Services for the State Route 60/Theodore Street Interchange Improvements Project No. 801 0052 70 77

Dear Ms. Margery Lazarus:

Thank you for selecting RBF Consulting for performing services relative to the SR-60/Theodore Street interchange. We are excited to work with the City on this very important project. I am pleased to provide you with our revised work plan and cost proposal for the Project Report, Environmental Document, and Plans, Specifications and Estimate. Based on our discussions, the following was revised or included in the scope of work and cost proposal:

- Included support for completing funding applications to the Riverside County Transportation Commission and support the City in identifying additional funds for the interchange;
- Included alternatives analysis and traffic analysis for the following three (3) additional build alternatives to identify the most efficient interchange configuration relative to operational performance;
  - Collector Distributor Road Systems between Theodore Street and Gilman Springs Road to address deficient performance and non-standard interchange spacing;
  - Roundabout Interchange;
  - Single Point Urban Interchange;
- Included Subsurface Fault Evaluation relative to the adjacent active Claremont segment of the San Jacinto Fault Zone;
- Expanded Ramp Closure Study to include the Alessandro Road and Gilman Springs Road intersection;
- Included development of a stage construction concept for the interchange to remain open to traffic during construction;
- Expanded limits of Aerial Deposited Lead Study from Theodore Street to Gilman Springs Road;
- Additional research and investigation for asbestos containing material within the existing Theodore Street bridge based on recent encounter during construction of the Nason Street Overcrossing;
- Consideration and exploration with Caltrans to develop a NEPA CE in lieu of EA/FONSI to expedite project approvals;
- Adjusted cost proposal to include current overhead rates;

These inclusions and revisions to the scope of work will add benefit to the work plan to ensure project delivery is streamlined through Caltrans approvals. It is important to consider additional alternatives early to make sure the most efficient interchange configuration is evaluated through the environmental process relative to operational performance, accommodation of growth, and minimizing construction costs. Please feel free to call me at 909/974-4922 if you have any questions.

Respectfully,

Timothy Haile, PE
Project Manager
909/974-4922 | thaile@rbf.com

EXHIBIT "B"

EXHIBT B-1

CONSULTANT'S PROPOSAL

EXHIBIT B-2

SCOPE OF WORK

AND

COST PROPOSAL

SR-60/Theodore Street Interchange Improvement Project
Project Approval and Environmental Document Phase
Scope of Work
Exhibit "B"
June 13, 2013

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PHASE 1 – PROJECT REPORT AND ENVIRONMENTAL DOCUMENT

1.0 Draft Project Report Approved by Caltrans

1.1 Task Management and Meetings

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical and environmental documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures. CONSULTANT will attend and participate in eight (8) monthly PDT meetings. CONSULTANT shall prepare deliverables log and action items log. CONSULTANT shall report the progress of the work. Progress shall be based on physical percent complete such as number of drawings or deliverables

Deliverables:

- Attendance at bi-weekly project team conference calls
- Attend eight (8) PDT meetings
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Deliverables and Action Item Logs
- Milestone Progress Reports

1.2 Project Scoping

CONSULTANT will coordinate and attend four (4) project scoping meetings with the City of Moreno Valley (CITY) and CALTRANS. The purposes of the project scoping meetings are to initiate the project with CALTRANS. CONSULTANT will prepare materials for the meetings and document correspondences with the CITY, County, and CALTRANS.
The following meetings will be held with the CITY and CALTRANS:

- Project Management Meeting – meeting to discuss the project approach with CITY and CALTRANS management.
- Project Scoping Meeting – meeting to discuss scope of work assumptions and approach with CITY and CALTRANS staff reviewing the project documents.
- Project Schedule Meeting – meeting to discuss project schedule with CALTRANS management and staff to obtain approval of sequence and duration of all activities. Tracking and understanding the significance of the schedule will aid in ensuring timely task completion in order to deliver the accelerated project delivery goal.
- Risk Management Meeting – meeting to identify and discuss project risks and complete CALTRANS risk register. The risk register will be reviewed on a quarterly basis with Project Development Team (PDT) Meetings

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Deliverables:

- Project Scope of Work Assumptions
- Risk Register

1.3 Project Scheduling

CONSULTANT shall submit a project schedule to for PA&ED for review and approval by the CITY and Caltrans. At the formal initiation of the PA&ED phase with Caltrans District 8, the schedule shall be submitted to the Caltrans Project Manager and revised as necessary. CONSULTANT will include the following elements in the schedule:

- Work items and deliverables;
- Work items of agencies and other third parties that may affect or be affected by Consultant's activities;
- The schedule shall include all data necessary to represent the total project;
- The order, sequence, and interdependence of significant work items shall be reflected on the schedule

Once the project schedule is approved by the CITY and Caltrans, CONSULTANT will set the baseline schedule for the project. CONSULTANT will continue to monitor and track all tasks and update the project schedule accordingly. CONSULTANT will prepare a 60 day outlook summary schedule for the monthly PDT meetings. CONSULTANT will prepare a detail deliverables log to track and monitor all submittals and reviews of each of the deliverables within this scope of work.

Deliverables:

- Approved Project Schedule with Baseline

1.4 Project Funding Support

CONSULTANT will prepare funding application for Riverside County Transportation Commission (RCTC) Call for Projects. CONSULTANT will coordinate with RCTC on technical documentation in support of the application.

Deliverables:

- Technical Documentation for RCTC Call for Projects

1.5 Geometric Alternatives Analysis

In conjunction with traffic analysis, CONSULTANT will prepare preliminary horizontal geometrics for six (6) build alternatives. The following six (6) build alternatives will be evaluated:

- PSR-PDS Alternative 2 – Modified Partial Cloverleaf Interchange
- PSR-PDS Alternative 3 – Spread Diamond Interchange
- PSR-PDS Alternative 4 – Modified Spread Diamond Interchange
- Alternative 5 – Collector-Distributor Road Between Theodore Street and Gilman Springs Rd Interchanges
- Alternative 6 – Roundabout Interchange
- Alternative 7 – Single Point Urban Interchange

The six (6) build alternatives will be analyzed for geometric and operation feasibility based upon traffic analysis. CONSULTANT will determine based upon the analysis, which two (2) build alternatives will be carried forward into PA/ED phase. CONSULTANT will

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assess qualitatively the impacts of the build alternatives and compare to project purpose and need in order to reject two build alternatives. CONSULTANT will prepare matrix comparing six (6) build alternatives, such as geometric design, traffic operations, impacts, design exceptions, environmental impacts, right of way impacts and other variables. The comparison will be rated using numeric ratings and low, medium, high ratings for each of the six (6) build alternatives

Deliverables

- *Preliminary horizontal geometrics for six (6) build alternatives*
- *Identify two (2) build alternatives for PA/ED phase*

1.6 Traffic Analysis and Study

Traffic Counts

The latest traffic counts are several years old and will need to be updated with fresh counts. For budgeting purposes peak-hour turning movement counts at the 8 study intersections and 24-hour tube counts at 4 locations were assumed. The study intersections will be:

- Theodore Street/Ironwood Avenue
- Theodore Street/Westbound SR-60 Ramps
- Theodore Street/Eastbound SR-60 Ramps
- Theodore Street/Fir (Eucalyptus) Avenue
- Redlands Boulevard/Ironwood Avenue
- Redlands Boulevard/Westbound SR-60 Ramps
- Redlands Boulevard/Eastbound SR-60 Ramps
- Redlands Boulevard/Fir (Eucalyptus) Avenue

Counts will also be performed at the Gilman Springs Road Interchange which, in combination with the turning movement counts at the 8 study intersections, will enable us to determine the through, merging, and diverging volumes of the study freeway sections.

RIVTAM Traffic Demand Forecast and Technical Memorandum

The purpose of this task is to estimate the volume of traffic generated by the study area that uses the Theodore Interchange now and that may use it in the future. This task will also estimate the traffic demand at SR-60 at Redlands Blvd and SR-60 at Gilman Springs Rd interchanges. The demand information generated by this task (for example westbound on-movements in the morning peak hour, eastbound off-movements in the evening peak hour, etc.) will be used as inputs to the VISSIM modeling in a subsequent task.

CONSULTANT will modify the version of the RIVTAM model that was developed for the World Logistics Center (WLC) project by changing the modeled years to match the study years, 2017 and 2040. Among the modifications is the development of a new scenario with the Moreno Highlands Specific Plan land uses and network. We will then run the model and generate forecasts for the traffic on the study segments of SR-60 and the

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turning movements at the ramp intersections. The forecast volumes will cover the following study years:

- Existing Conditions. This is not really a forecast, but rather a reporting of traffic count data in a format consistent with the future-year forecasts.
- Opening Year Conditions (2017). The background assumptions will include the Existing land uses and roadway network plus other known projects expected to be complete by 2017, including Phase 1 of the WLC.
- Cumulative Conditions per General Plan (2040). The land use and network assumptions will follow the SCAG 2012 RTP/SCS for areas outside of Moreno Valley and the Moreno Valley General Plan for areas inside the CITY. For the WLC site we will assume the Moreno Highlands Specific Plan (MHSP), not the WLC, since that is the official plan at the time of this study.
- Cumulative Conditions with WLC (2040). The land use and network assumptions will follow the SCAG 2012 RTP/SCS for areas outside of Moreno Valley and the Moreno Valley General Plan for areas inside the CITY, except that for the WLC site we will assume the full build-out of the WLC.

In the case of this project there is no need to prepare separate with- and without project demand forecasts because the interchange project itself will not generate any traffic. Also, since the existing interchange accommodates all four movements there is no suppressed demand or demand that diverts to other interchanges that might complicate the analysis.

Once the forecasts are complete CONSULTANT will prepare a technical memorandum describing the components of the model, the land use and network assumptions, and the forecast traffic volumes for each study year.

VISSIM Analysis of Interchange Alternatives

CONSULTANT will perform a VISSIM analysis of traffic flows along SR-60 in both directions from the eastbound off-ramp of the Gilman Springs Road Interchange to the westbound off-ramp of Moreno Beach Drive Interchange, including weaving analysis, for the existing and four alternative configurations for the Theodore Street interchange. This analysis will focus on the level of service for both the mainline traffic and the traffic merging from on-ramps or diverging to off-ramps.

The section of Theodore Street from Fir (Eucalyptus) Avenue to Ironwood Avenue and the section of Redlands Boulevard from Fir (Eucalyptus) Avenue to Ironwood Avenue will also be analyzed. These analyses shall cover the AM and PM peak periods. This analysis will focus on the LOS of the eight study intersections, and issues regarding queuing and storage space for turning movements.

The study will cover the AM and PM peak-hour traffic conditions for the following 28 scenarios:

- Existing without project (Alt 1)
- Existing + Alt 2

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- Existing + Alt 3
- Existing + Alt 4
- Existing + Alt 5
- Existing + Alt 6
- Existing + Alt 7
- Opening year (2017) without project (Alt 1)
- Opening year + Alt 2
- Opening year + Alt 3
- Opening year + Alt 4
- Opening year + Alt 5
- Opening year + Alt 6
- Opening year + Alt 7
- Design Year (2040) with General Plan (MHSP) and without project (Alt 1)
- Design Year (2040) w/ General Plan + Alt 2
- Design Year (2040) w/ General Plan + Alt 3
- Design Year (2040) w/ General Plan + Alt 4
- Design Year (2040) w/ General Plan + Alt 5
- Design Year (2040) w/ General Plan + Alt 6
- Design Year (2040) w/ General Plan + Alt 7
- Design Year (2040) with WLC and without project (Alt 1)
- Design Year (2040) w/ WLC + Alt 2
- Design Year (2040) w/ WLC + Alt 3
- Design Year (2040) w/ WLC + Alt 4
- Design Year (2040) w/ WLC + Alt 5
- Design Year (2040) w/ WLC + Alt 6
- Design Year (2040) w/ WLC + Alt 7

The intersections shall be analyzed using Highway Capacity Manual (HCM) Chapter 16 methodologies for signalized intersections and HCM Chapter 17 methodologies for unsignalized intersections. Freeway segments will be analyzed using HCM operational analysis.

Ramp Closure Study

CONSULTANT will perform a ramp closure study in accordance with CALTRANS' *Community Impact Assessment*[1] guidelines. The purpose of the ramp closure study is to identify the likely impacts of complete closure of the existing Theodore Street interchange while a replacement is under construction, and to recommend measures to mitigate these impacts.

The study area will be bounded by Ironwood Avenue in the north, Alessandro Boulevard in the south, Gilman Springs Road to the east, and Redlands Boulevard to the west. Within this area Parsons Brinckerhoff will:

[1] *Community Impact Assessment, Standard Environmental Reference, Environmental Handbook Volume 4*, Caltrans, October 2011

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- Identify homes and businesses that may currently use the Theodore Street Interchange and determine the degree to which they are dependent on freeway access.
- Identify alternatives for crossing or accessing SR-60 during the period of closure and determine the travel costs, delay, and safety impacts of prolonged closure of the Theodore Street interchange.
- Determine whether measures are needed to improve the viability of the alternate routes and, if so, identify appropriate measures. Estimate the cost of these measures.
- Indentify routes for through traffic that may currently use the Theodore Street Interchange and determine the travel cost, delay, and safety impacts of prolonged closure of the interchange.
- Identify routes for emergency response vehicles that may currently use the Theodore Street Interchange and determine delay to response time and facility locations

CONSULTANT will document the methodology and conclusions of the ramp closure study and incorporate it into the traffic impact assessment.

Traffic Impact Analysis Report

CONSULTANT will prepare a Traffic Impact Analysis report in conformance with Caltrans guidelines[2] that will document the results of the previous tasks.

Deliverables

- Traffic Safety and Accident Analysis
- Traffic Methodology and Forecasting Memorandum
- Draft/Final Traffic Forecast Volumes Report
- Draft/Final Traffic Study
- Ramp Closure Study

1.7 Obtain Right of Entries

CONSULTANT will obtain right of entries for nine (9) affected parcels to support environmental and engineering studies. The following are the tasks involved:

- Creation of necessary Right of Entry documents and securing approval as to form from Project Team.
- Contact and negotiations with private property owners and securing execution of required agreements.
- Provision of regular status updates to any relevant parties part of the Project Team.
- If necessary, facilitation of any payments from CITY to private property owners via mail.
- Reasonable assistance to project survey team with special owner requests and access concerns.

[2] *Guide for the Preparation of Traffic Impact Studies*, Caltrans, December 2002

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Deliverables

- Right of Entry for Nine (9) Parcels

1.8 Selection of Locally Preferred Alternative

CONSULTANT will prepare matrix comparing two (2) build alternatives to select a locally preferred alternative (LPA). Geometric design, traffic operations impacts, design exceptions, environmental impacts, right of way impacts and other variables will be compared between the two (2) build alternatives. CONSULTANT will prepare power point presentation and present LPA evaluation in Study Session with CITY Council for consideration and input. A PDT focus meeting will be held to discuss the evaluations and results. A memorandum will be prepared and sent to the PDT summarizing the findings of the comparisons for review and approval by the PDT. Upon agreement, the PDT will choose a LPA. The selection of the LPA will begin at-risk Geometric Approval Drawings, PS&E, and supporting engineering design and reports based upon the LPA.

Deliverable

- Locally Preferred Alternative Memorandum
- Selection of Locally Preferred Alternative

1.9 Construction Phasing Plan

CONSULTANT will develop construction phasing plan to determine phasing of construction for the interchange based upon available funding. The construction phasing plan will be based upon the LPA. The construction phasing plan will be based upon two (2) phases and will be determined using construction cost estimates for each phase and traffic operations in opening year (2017). CONSULTANT assumes the remaining improvements after phase 1 will be constructed by 2040 and completes the selected LPA. CONSULTANT will prepare one (1) exhibit at 1"=100' for each construction phase. The construction phasing plan will verify constructability and feasibility of construction phasing.

Deliverable

- Construction Phasing Plan for Locally Preferred Alternative

1.10 Draft Project Report

CONSULTANT will prepare a Draft Project Report (PR) in accordance with Caltrans' PDPM. The Draft PR shall contain a discussion of the existing conditions, the need for improvements, and the alternatives considered. The Draft PR will be submitted to Caltrans for review and comment.

Deliverable

- Administrative Draft PR
- Final Draft Project Report

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2.0 *Preliminary Engineering Studies Approved by Caltrans*

2.1 Task Management and Meetings

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual environmental tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical and environmental documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures, including the 5-step NEPA QC process and QA/QC Design Checklists. CONSULTANT will attend and participate in six (6) monthly PDT meetings. CONSULTANT shall prepare deliverables log and action items log. CONSULTANT shall report the progress of the work. Progress shall be based on physical percent complete such as number of drawings or deliverables

Deliverables:

- Attendance at bi-weekly project team conference calls
- Attend six (6) PDT meetings
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Deliverables and Action Item Logs
- Milestone Progress Reports

2.2 Geometric Plans for Project Alternatives

CONSULTANT will prepare geometric plans at 1"=100' scale for two (2) build alternatives and will be included in the Draft Project Report. Geometric layout plans will be developed for two (2) build alternatives in accordance with Caltrans Plans Preparation Manual and Project Development Procedures Manual. Plans will show the developed geometrics, lane configurations, bike lanes, recreational trails, sidewalks, existing and proposed right-of-way limits, grading, as well as any retaining wall locations. Lane, shoulder, and right-of-way widths will be labeled. Comments received from the submittal of geometric plans will be reviewed and incorporated as required for final approval. The plans will be updated and revised for the Draft Project Report and Final Project Report.

Deliverables

- Geometric design plans for two (2) build alternatives
- Established Project Footprint

2.3 Drainage Assessment

CONSULTANT will identify drainage impacts including the improvements, relocation or realignment of adjacent channels, retention basins (i.e Sinclair Basin), storm drains, and determine the drainage improvements for on-site and off-site drainage facilities. Impacts on and replacement of these facilities shall be analyzed and included in the cost estimate. CONSULTANT shall review drainage master plans prepared by Riverside County Flood Control District and CITY. Freeway drainage shall be reviewed to assess the

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adequacy of the existing systems. Freeway, County and CITY drainage systems (including pump stations) shall be reviewed and the impacts of the proposed alternatives on these facilities shall be studied. Necessary replacements and/or improvements including incorporation of Water Quality Best Management practices shall be reflected in the cost estimates.

CONSULTANT will prepare Location Hydraulic Study and Floodplain Evaluation Summary in accordance to Caltrans standards for two (2) build alternatives.

Deliverables

- Identification of Major Drainage Improvements on Layout Plans or, if required, individual drainage layouts
- Inclusion of Drainage Improvements in Cost Estimate
- Draft/Final Location Hydraulic Study
- Draft/Final Floodplain Evaluation Summary

2.4 Storm Water Data Report

CONSULTANT will develop the Storm Water Data Report for the two (2) build alternatives in conformance with current Caltrans requirements in the Caltrans Project Planning and Design Guide (July 2010). The SWDR will be developed in accordance to guidelines set forth for the PA / ED phase. The SWDR is to include the following information: Project description, identification of the receiving water bodies, geotechnical information, design pollution prevention and post-construction BMPs proposed, costs, and checklists. The SWDR will be signed by the Project Engineer, the District/Regional Design Storm Water Coordinator, the designated Landscape Representative, and approved by the Project Manager to verify that storm water quality design issues have been addressed, and the data is complete, current, and accurate.

Deliverables

- Draft/Final SWDR for PA/ED

2.5 Conceptual Stage Construction Plan

CONSULTANT will develop one (1) construction staging / traffic handling concept plan based upon the Ramp Closure Study. Any interim improvements identified in the Ramp Closure Study will be designed per the Highway Design Manual. CONSULTANT will develop one (1) construction staging / traffic handling concept plan based upon the interchange being open during construction if the full closure option is unfeasible based upon Ramp Closure Study. Conceptual construction staging / traffic handling concepts and exhibits shall be prepared to verify constructability and feasibility of traffic handling. The construction staging and traffic handling concept shall identify detour concepts that minimizes disruption and impacts to adjacent residents and businesses.

Deliverable

- One (1) Preliminary Stage Construction Design/Concept Plan based upon full closure of interchange during construction
- One (1) Preliminary Stage Construction Design/Concept Plan based upon interchange being open during construction

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2.6 Preliminary Transportation Management Plan Data Sheet

CONSULTANT will develop Transportation Management Plan Data sheets for the two (2) build alternatives to be included in the Supplemental Draft Project Report and Final Project Report in accordance with Transportation Management Plan Guidelines, June 2009. The TMP shall identify methods for minimizing project-related traffic delays and accidents by implementing effective traditional traffic handling practices.

Deliverable

- Draft/Final TMP Data Sheets

2.7 Utility Assessment

CONSULTANT will identify proposed utility impacts associated with the two (2) build alternatives developed as part of this project. Existing major utilities shall be identified and shown using utility exhibits. Notifications will be prepared to obtain the latest planned utilities with the project limits. Existing utilities will be mapped using utility company as-builts and correspondence, and will be verified by visual inspection. This task will be performed in support of updated Utility Information Sheets for attachment to the Right of Way Data Sheets.

Deliverable

- Utility Information Sheet for two (2) build alternatives (for inclusion into ROW Data Sheets)
- Utility Conflict Map for two (2) build alternatives

2.8 Right of Way Data Sheets

CONSULTANT will assess right-of-way impacts for the two (2) build alternatives developed in the Draft Project Report. Right of Way Data will be prepared for the two (2) build alternatives in accordance with Caltrans standards and procedures, including Utility Information Sheets. CONSULTANT is an approved right of way consultant, will assist in evaluating and determining cost estimates for the Right of Way Data Sheets.

Deliverable

- Draft/Final Right-of-way Data Sheets for two (2) build alternatives
- Preliminary Right of Way Requirement Maps for two (2) build alternatives

2.9 Life Cycle Cost Analysis

CONSULTANT will prepare a Life Cycle Cost Analysis. CONSULTANT will utilize the current and updated Life Cycle Cost Analysis Procedures Manual, Project Development Procedures Manual (PDPM) and the Highway Design Manual, (6th Edition) to prepare and document life cycle costs for pavement for review and approval by Caltrans. Four pavement alternatives will be analyzed for the project. Each alternative will be analyzed using RealCost software provided by Caltrans to determine the initial construction costs, project support costs, future maintenance and rehabilitation costs, total agency costs, user costs, and total life cycle costs. The results of the approved LCCA from the PA/ED phase will be incorporated into the development of the Materials Report developed during the PS&E phase.

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Deliverable

- Draft/Final Life-Cycle Cost Analysis

2.10 Preliminary Geotechnical Investigations and Evaluation

Initial Site Assessment Memorandum

The purpose of the Initial Site Assessment (ISA) is to evaluate potential recognized environmental conditions (RECs) on and around the proposed site/alternatives that would affect future project construction. The proposed ISA will be performed in general accordance with the current ASTM "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessments Process E 1527-05". The document will also be prepared under the ISA guidelines discussed in Chapter 18 of the Caltrans *Project Development Procedures Manual* dated February 28, 2006.

The ISA will include a site reconnaissance with photographic coverage, owner and user screen questionnaires, environmental database review, records search from Caltrans and local city agencies, completion of the Caltrans ISA checklist, and historical records review including aerial photographs and topographic maps. An illustrated ISA Report will be submitted that includes our conclusions and recommendations.

The property owners will be contacted at commencement of ISA activities so that access and interviews can be obtained in a timely manner. If the ISA identifies RECs that should be investigated, we will coordinate necessary project aspects with the Caltrans Environmental Engineering.

It was assumed that nine (9) parcels will be investigated for the purposes of the ISA.

An ISA cannot wholly eliminate uncertainty regarding hazardous environmental condition(s) at impacting a property. Performance of this ISA is intended to reduce, but not eliminate, uncertainty regarding the potential for hazardous environmental conditions at or impacting a property, and this practice recognizes reasonable limits of time and cost.

Aerially Deposited Lead Survey Memorandum

CONSULTANT will conduct an Aerially Deposited Lead (ADL) survey for the proposed alignments/alternatives. Our ADL sampling will consist of pre-sampling activities (including preparation of a work plan, a health and safety plan, and underground utility clearance), direct-push soil sampling, analytical laboratory testing for lead, statistical analysis and report preparation, as describe in the following subsections:

- Pre-Sampling Activities: CONSULTANT will prepare ADL Survey Memorandum to determine if ADL surveys will be required in coordination with CALTRANS. The project site will be qualitatively assessed for potential of ADL to exist along the SR-60 from Redlands Avenue to Gilman Springs Road. If ADL is present, CONSULTANT will prepare a Work Plan for this fieldwork and submit to Caltrans for their approval prior to the start of work. It should be noted that Caltrans may require additional sampling activities based on their review of the Work Plan. We will also prepare a Health and Safety Plan (HSP) for this fieldwork, in

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compliance with the Occupational Safety and Health and Administration (OSHA) regulation 29 CFR 1910.120 and signed by a Certified Industrial Hygienist. We will mark proposed boring locations and Underground Service Alert (USA) will be contacted prior to our subsurface exploration, to designate underground utility locations.

- Direct-Push Soil Sampling: CONSULTANT previously conducted an ADL Survey to the SR-60 East-Bound Widening between Redlands Boulevard and Theodore Street in August 2008. CONSULTANT will use the information from this report to avoid duplicate sampling activities. Sampling intervals for this project are assumed to be 400 lineal-feet for a total of 34 borings. The borings will be advanced using a direct push truck-mounted drill rig, sampling soils at depths of ½-, 1-, 2- and 5-feet below existing exposed grade. The soil samples will be collected in acetate sleeves, placed in an ice-cooled chest for temporary storage and transported to laboratory certified by the California Environmental Laboratory Accreditation Program for analysis as described below. Traffic Control will conform to Caltran's Standard Plan T10 for shoulder closures.
- Analytical Laboratory Testing: Collected soil samples will be analyzed by a fixed based State Certified Laboratory for total threshold limit concentration (TTLC) lead by EPA Method 6010B. Samples with TTLC lead above 50 mg/kg but less than 1,000 mg/kg will be analyzed for Soluble Threshold Limit Concentration (STLC) by California (CA) Waste Extraction Test (WET) method using citric acid (WET-CITRIC). Samples that exhibit a TTLC exceeding 400 mg/kg but lower than 3,397 mg/kg will be analyzed with an additional CA WET method using deionized water (WET-DI). An additional 10% of random soil samples will also be analyzed for WET-CITRIC and WET-DI. Soil samples with TTLC lead > 1,000 mg/kg will also be analyzed by the Toxicity Characteristic Leaching Procedure (TCLP) by EPA Method 1311. An additional 10% of random soil samples will also be analyzed for TCLP if deemed necessary for the statistical analysis. For the purposes of this cost estimate, it is assumed that 20 soil samples will be analyzed for STLC WET-CITRIC, STLC WET-DI, and TCLP. In addition, 10% of the soil samples (12 soil samples) will also be analyzed for soil pH by EPA Method 9045.
- ADL Report: CONSULTANT will analyze field and laboratory data and prepare a letter-report summarizing results of this soil sampling and analysis. We will perform a statistical evaluation of these soil samples tested for lead to characterize the soil to an 80% confidence interval. This statistical analysis will be performed in accordance with SW-846, Chapter 9. Our report will include conclusions and recommendations and will be signed by a California registered Professional Geologist or Engineer (PG or PE).

Asbestos and Lead-Based Paint Sampling Memorandum

Purpose of this asbestos and lead-based paint sampling on the Theodore bridge (PM 21.37, Bridge No. 56-0488) is to look for hazardous materials that may require special handling or disposal during bridge demolition/modification/augmentation construction. CONSULTANT will research as-built and/or maintenance records for the bridge to determine the existence of potential asbestos containing materials within the existing bridge. CONSULTANT will oversee and coordinate asbestos and lead-based paint sampling by a qualified subcontractor. The following is a breakdown of our anticipated

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scope of work for sampling and analysis of surficial materials obtained from the bridge structure.

- Provide required traffic control and scissors-lifts for this sampling.
- An HSA field representative will visit the bridge to establish appropriate sampling locations.
- We will then conduct an asbestos and lead-based paint survey in accordance with all applicable regulatory and professional requirements, in anticipation of structure demolition/modification/augmentation construction.
- Sampling locations will be digitally photographed.
- Provide written documentation of our survey including observations, evaluations/findings, photo exhibits and sample test results.

Destructive testing is not included in the above survey. If review of the maintenance documents do not provide sufficient information with regards to potential asbestos containing materials within the bridge structure (asbestos pipes within sidewalk similar to Nason Bridge), destructive testing may be warranted to further verify. This testing/potholing can be conducted at the time of the structure demolition by a licensed abatement contractor with appropriate precautionary measures. CONSULTANT will include as a provisional line item in the bid documents to verify the presence and disposal of such materials during construction.

Preliminary Materials Memorandum

CONSULTANT will prepare a preliminary materials report addressing the materials conditions and pavement design aspects based on exiting information and previous testing performed during design and construction of interim improvements of the exiting interchange. The report will generally follow the requirements of Topic 114 and Chapter 600 of Caltrans *Highway Design Manual* (HDM). Our report will be signed and stamped by a California licensed Geotechnical Engineer (GE).

Preliminary Geotechnical Design Memorandum

CONSULTANT will prepare a preliminary geotechnical design report based on exiting available information and those collected during design and construction of the adjacent Skechers building and interim improvements of the existing interchange. The collected information will be evaluated and provided in this preliminary GDR, including site geology, subsurface conditions, faulting and seismicity, corrosion potential, earthwork and grading (including slope gradients), roadway structural sections/pavement design, excavations, lateral earth pressures, material specifications, material sources and disposal. Our reports will be signed and stamped by a California licensed Geotechnical Engineer (GE) and a Certified Engineering Geologist (CEG). A site reconnaissance will be performed to observes surface conditions.

Preliminary Structures Foundation Report

CONSULTANT will prepare a preliminary SFR based on exiting bridge information and those collected during design and construction of the adjacent Skechers building and interim improvements of the exiting interchange. It is assumed that CONSULTANT will provide as-built information regarding existing bridge including previous LOTBs. The

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collected information will be evaluated and provided in this preliminary SFR, including site geology, fault rupture, and the selection of specific foundation type for the bridge. Our report will be prepared in general accordance with Caltrans Guidelines (updated December 2009) and signed and stamped by a California licensed Geotechnical Engineer (GE) and a Certified Engineering Geologist (CEG).

Subsurface Fault Evaluation

The proposed SR-60/Theodore Street Bridge structure is located between a mapped un-named fault splay and the State of California Alquist Priolo fault hazard zone. This nearby zone contains the active Claremont segment of the San Jacinto Fault Zone. CONSULTANT will perform a subsurface fault evaluation to explore the proposed bridge structure. This study is proposed to further determine if active faulting exists within the northwesterly portion of the interchange which would "shadow" the bridge structure. This scope is not intended to completely review and evaluate the entire interchange area (off and on-ramps), but to provide an evaluation of the bridge structure area only. Based on previous nearby work, one approximately 300-foot long trench to an estimated depth of 15 feet is planned in the vacant field northwest of the bridge. CONSULTANT and CITY will obtain right of entry to perform this work. This trench location is selected to intercept a parallel projection of the mapped un-named fault, if it were to cross through the subject bridge structure. CONSULTANT will perform the following tasks:

- Coordination with CITY representatives for site access of equipment and location of the proposed trench.
- Obtain and review sequential pairs of historical aerial photos to evaluate geomorphic patterns that could be the result of past ground rupture/faulting.
- Dig Alert notification and site coordination.
- Trench excavation equipment, supervision and trench preparation (manual scraping off excavation smear), logging and review of approximately 300 lineal feet of fault trench to an approximate depth up to 15 feet below ground surface (bgs). The fault trench will be examined by a Certified Engineering Geologist and logged by a geologist at a detailed scale of 1 inch to 5 feet. If encountered, fault locations will be field staked for surveying purposes.
- Compaction equipment, compaction testing and associated laboratory testing during backfill of trench.
- Preparation of an illustrated report (4 copies plus pdf on CD) summarizing the results of the investigation. The report will address current geologic conditions and provide recommendations for additional studies (if needed) to be performed as additional work.

Deliverables

- Draft/Final Initial Site Assessment (Phase 1)
- Draft/Final Aerially Deposited Lead Survey
- Draft/Final Asbestos and Lead Based Paint Sampling
- Draft/Final Preliminary Materials Report
- Draft/Final Preliminary Geotechnical Design Report
- Draft/Final Preliminary Structures Foundation Report

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- Draft/Final Subsurface Fault Evaluation Report

2.11 Structure Advance Planning Studies (APS)

The Advance Planning Study (APS) will be developed based upon the bridge structures for the two (2) build alternatives and SPGDR. Consideration will be given to span lengths, structure depth, column locations and types of footing supports, falsework requirements, vertical and horizontal clearance (ultimate and during construction), stage construction, railing types, including temporary rails, approach slabs, slope paving, and other controls. To ensure that traffic handling is given proper consideration in the early design stages, traffic handling and falsework assumptions will be identified including falsework openings during construction. This analysis shall be the basis for a preliminary cost estimate and include an analysis of construction feasibility for proposed structure improvements.

Deliverable

- Draft/Final Advance Planning Studies for two (2) structures

2.12 Conceptual Bridge Architecture

CONSULTANT will develop two (2) renderings/visual simulations of conceptual bridge architecture aesthetics for two (2) build alternatives. Two (2) bridge architecture concepts will be developed and applied to proposed bridges for build alternatives. Renderings will include unique bridge aesthetics details, such as faux cables, spires, etc to illustrate the vision for the Golden Triangle.

Deliverable

- Visual simulations for two (2) bridge aesthetics concepts
- Final concept plan for the APS
- Preliminary Cost Estimate

2.13 Preliminary Landscape and Aesthetics Plan

CONSULTANT will prepare one (1) preliminary landscape and aesthetics concept layout for two (2) build alternatives. The preliminary concepts will be based upon the Route 60 Corridor Master Plan for Aesthetics and Landscaping. It is assumed the SR-60/Theodore Street interchange is not a gateway interchange to the City. The purpose of the layout is to determine ground treatments, locations of water quality basins [Best Management Practices (BMP)] and determine impervious areas based on landscape and hardscape treatments. Landscaping and Aesthetics will be developed in accordance with CALTRANS and CITY standard maintenance requirements within the interchange. Final landscaping and aesthetics will be developed during PS&E using Aesthetics Committee and Workshop approach by CONSULTANT.

Deliverable

- Preliminary Landscape and aesthetics concept layout for two (2) build alternatives
- Preliminary Cost Estimate

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2.14 Preliminary Cost Estimates

CONSULTANT will prepare cost estimates for the two (2) build alternatives to be analyzed in the Project Report. Project Report level cost estimates shall be prepared based on the preliminary engineering plans and in conformance with the Caltrans Project Development Procedures Manual (PDPM) Chapter 20.

Deliverable

- Cost Estimates for two (2) build alternatives

3.0 Fact Sheets for Exceptions to Design Standards Approved by Caltrans

3.1 Fact Sheets for Exception to Design Standards

The geometric designs will be checked using Caltrans Design Information Bulletin Number 78-02 (Design Checklist for the Development of Geometric Plans) and Design Information Bulletin Number 82-03 (Pedestrian Accessibility Guidelines for Highway Projects). Fact Sheets shall be developed to document reduced standard features within the two (2) build alternatives. Fact Sheets shall be prepared in conformance with the Caltrans Project Development Procedures Manual (PDPM) Chapter 21. It is assumed that this project will include Mandatory and Advisory standard design exceptions.

Exceptions to mandatory design standards will be prepared detailing nonstandard design elements. Revisions will be made as appropriate and documented in the Mandatory Fact Sheets. Mandatory Fact Sheets shall be prepared in conformance with PDPM Chap 21, Section 1. This scope assumes four (4) design exceptions to mandatory standards.

Exceptions to advisory design standards will be prepared detailing nonstandard design elements. Revisions will be made as appropriate and documented in the Advisory Fact Sheets. Advisory Fact Sheets shall be prepared in conformance with PDPM Chap 21, Section 3. This scope assumes four (4) design exceptions to advisory standards.

Deliverables

- Draft/Final Mandatory Fact Sheets
- Draft/Final Advisory Fact Sheets

4.0 Prepare and Circulated Draft Environmental Document

Environmental analyses will be performed for two (2) build alternatives to meet CEQA and NEPA requirements, and in accordance with the environmental review process for transportation projects, FHWA guidelines, and the Caltrans Standard Environmental Reference (SER). All technical studies and the environmental document will be reviewed by Caltrans. For purposes of this scope, one round of internal CONSULTANT project team review and two rounds of Caltrans review are anticipated for each deliverable.

CONSULTANT has prepared a PEAR that has been submitted to Caltrans for review but not approved (signed). The scope of work presented below is based on the draft PEAR and CONSULTANT's extensive knowledge of the project area.

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An Environmental Document will be prepared in accordance with the Caltrans SER, FHWA Technical Advisory T6640.8A, and 23 CFR 771. This scope of work is based on the IS/EA Annotated Outline dated October 1, 2012). CONSULTANT will prepare an Environmental Document incorporating an environmental checklist, technical analyses, a discussion of critical environmental issues identified, an analysis of the cumulative effects of the project, mitigation measures, and a list of potential permits required. CONSULTANT shall prepare, as separate deliverables in advance of the screencheck draft ED Caltrans approval, the project Purpose and Need and the Project Description.

The Purpose and Need and Project Description that will be circulated to Caltrans for review and approval will be a concise document that is appropriate for use in the technical studies. The Caltrans SER IS/EA template requires a more expanded Purpose and Need and Project Description in Chapter 1 of the IS/EA, which will be developed later in the process.

4.1 Task Management and Meetings

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual environmental tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical and environmental documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures, including the 5-step NEPA QC process and QA/QC Design Checklists. CONSULTANT will attend and participate in fourteen (14) monthly PDT meetings. CONSULTANT shall prepare deliverables log and action items log. CONSULTANT shall report the progress of the work. Progress shall be based on physical percent complete such as number of drawings or deliverables

Deliverables:

- Attendance at bi-weekly project team conference calls
- Attend fourteen (14) PDT meetings
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Deliverables and Action Item Logs
- Milestone Progress Reports

4.2 Area of Potential Effects (APE) Map

In consultation with Caltrans, CONSULTANT will develop an Area of Potential Effects (APE) map on a base map provided by the project engineer. The APE map will depict the existing topography; grading limits; borrow and staging areas; temporary construction easements; existing and proposed right-of-way; existing and proposed roadway geometrics; utility relocations adjacent to project, not within a separate utility corridor; parcel boundaries and numbers, as needed; evaluated buildings and structures; a scale in U.S. Customary Units; a north arrow; sound and/or retaining walls, if any; conceptual Best Management Practices (BMPs); the APE boundary; a signature block; a legend; and

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all other Caltrans format requirements per the SER (January 2011). Per Caltrans, the map will be at scale of 1 inch = 200–400 ft (a scale of 1 inch = 200 ft is preferable). The map identifies the entire area that is archaeologically and architecturally surveyed for the project.

Deliverables

- Draft/Final Area of Potential Effects (APE) Map

4.3 Water Quality Assessment Report (WQAR)

CONSULTANT will prepare a WQAR for the project that follows the Caltrans November 2011 Water Quality Assessment Report Content and Recommended Format. The WQAR will discuss watershed characteristics, groundwater hydrology, regulatory requirements, pollutants of concern, and receiving waters conditions, objectives, and beneficial uses. The report will also discuss design pollution prevention Best Management Practices (BMPs), construction site BMPs, and treatment BMPs that are applicable to the project alternatives per Caltrans Storm Water Quality Handbooks Project Planning and Design Guide. Information to be obtained from the SWDR and incorporated into the WQAR includes, but is not limited to, proposed BMPs, disturbed soil area, and new impervious surface area for each alternative. The project's potential impact on water quality will be evaluated and mitigation measures necessary to prevent adverse water quality impacts will be identified. In addition, rough hydrologic calculations (suitable for determination of estimated storm water runoff volumes) based upon topography and preliminary engineering plans will be provided by the project engineer and incorporated into the WQAR.

Deliverables:

- Draft/Final WQAR

4.4 Noise Study Report

CONSULTANT will address issues related to the traffic noise impact for use in the Environmental Document. A Noise Study Report (NSR) will be prepared to analyze two (2) build and a no build alternatives. The study will comply with Caltrans Traffic Noise Analysis Protocol (August 2011) requirements. Tasks to be completed by CONSULTANT include:

- Conduct a site visit to identify frequent human use areas, existing property walls, existing noise sources, and possible locations for the noise barriers.
- Prepare a work plan for Caltrans review and approval. The work plan will identify noise measurement sites, land use type in the study area, study methodology, and traffic volumes that will be used for the noise impact analysis.
- Conduct short-term noise measurements to determine the existing background noise levels in the study area and to calibrate the traffic noise model. Noise measurements will be conducted in accordance to the guidelines specified in the Caltrans' Technical Noise Supplement - A Technical Noise Supplement to the Traffic Noise Analysis Protocol (TeNS). Noise measurements will be conducted using Type 1 (precision) noise monitoring equipment. Traffic volumes will be recorded during short-term noise measurements which will be used to calibrate the traffic noise model.

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- Use the FHWA Traffic Noise Model (TNM) version 2.5 to compute traffic noise levels of the future two build alternatives and the future no build alternative when there are existing major roadways in the proposed alignment. Areas where the traffic noise levels would approach or exceed Noise Abatement Criteria will be identified.
- Use the Level of Service C/D volumes for the main lanes and the actual 2035 traffic volumes for the ramps to determine traffic noise impacts. However, ramp traffic will be capped at 1,000 vehicles per hour per lane.
- Identify noise barriers that would provide feasible noise abatement for the impacted frequent human use areas.
- Conduct reasonableness analysis in accordance with Caltrans guidelines to determine the reasonableness cost allowance for the feasible noise barriers.
- Analyze construction noise and vibration impacts in general terms because detailed construction activities and their sequences will not be available at the time of the study.
- Prepare a Noise Study Report to summarize noise measurement results, noise impact analysis results, feasible noise abatement measures, and reasonableness cost allowance for each feasible noise barrier. Figures will also be prepared that will show noise measurement sites, noise modeling sites, land use, as well as the location and minimum heights of the sound walls that would provide feasible abatement.
- Prepare a noise section of the environmental document to present the results of the noise impact analysis and proposed mitigation measures to minimize noise impacts.

Deliverables:

- Draft/Final NSR

4.5 Noise Abatement Decision Report (NADR)

CONSULTANT will prepare a Draft Noise Abatement Decision Report (NADR) following criteria described in the California Traffic Noise Protocol for New Highway Construction and Reconstruction Reports, and the Technical Noise Supplement (TeNS). To determine whether a noise abatement measure is reasonable, CONSULTANT will evaluate noise reduction design goal and conduct a cost-benefit analysis. Additionally, soundwall surveys will be prepared for review by Caltrans for properties which would be affected by soundwall construction. The approved soundwall surveys will be mailed to affected property owners during the public review period of the Draft ED.

A Final NADR will be prepared that incorporates the results of the soundwall surveys and final determinations regarding reasonable and feasible walls. The NADR is a design document that must be signed by the Project Engineer.

Deliverables:

- Draft/Final NADR

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4.6 Visual Impact Assessment (VIA)

Pursuant to the California Department of Transportation (Caltrans) Standard Environmental Reference (SER), CONSULTANT will provide a Visual Impact Assessment (VIA) that is consistent with the guidelines set forth by the *Federal Highway Administration Visual Impact Assessment for Highway Projects Guidelines*. The VIA report will be prepared consistent with the Caltrans Landscape Architecture Program's recommended Moderate VIA Annotated Outline. CONSULTANT assumes that two build alternatives will be analyzed as part of this scope of work. The analysis will discuss the following issue areas:

- Environmental Baseline Conditions – The existing visual setting will be qualitatively discussed for the project area. An inventory of existing conditions will also be documented by a site visit. CONSULTANT will also document the existing conditions from potential Key Views, as seen from within and to the project site. Key Views represent areas within sensitive viewer locations within and surrounding the project site, which also have views to the project features. This task assumes that up to four (4) Key Views will be selected for the project. A discussion of existing visual classification areas will also be provided.
- Visual Resource Analysis – Pursuant to Federal Highway Administration (FHWA) guidelines, CONSULTANT will analyze the existing visual character (i.e., form, line, color texture, dominance, scale, diversity, and continuity) and quality (i.e., vividness, intactness, and unity) from each Key View (up to four [4] Key Views will be considered for the project). CONSULTANT will consider the visual resource change for each Key View for each of the two build alternatives. The resultant visual change from baseline conditions will be discussed, as seen from surrounding public viewers.
- Summary of Resultant Visual Impacts – This analysis will summarize the resultant visual impacts from the proposed project (per visual assessment unit). The project's overall temporary construction, project operations, and cumulative conditions will also be considered. Avoidance, minimization, and/or mitigation measures will be recommended to reduce the visual impacts from the project and alternative, if any. Last, the resultant significance of visual impacts will be determined.
- Avoidance, Minimization, and Mitigation – CONSULTANT will provide a listing of potential avoidance, minimization, and/or mitigation measures to reduce any potential adverse impacts that may result as part of the proposed project.

Photosimulations. CONSULTANT will select preliminary Key Views for the proposed project, in consultation with Caltrans staff. Upon project kickoff, CONSULTANT will schedule site reconnaissance. At this time, professional photographs will be taken at multiple locations with a Fuji GX617 Panoramic camera providing a 2.25 x 6 inch film transparency. Back-up shots will be taken using a Nikon D1X digital camera. CONSULTANT will provide Caltrans staff with the preliminary photographs, at which time Caltrans will comment and approve up to four (4) Key View photographs for the project, which will then be simulated for the project.

Two (2) three-dimensional (3D) computer models will be prepared to simulate the project from up to four (4) Key Views. This scope assumes that two build alternatives

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will be simulated. Site topography, paving, and landscape will be modeled at a level of detail that includes curb and gutter drainage swales, fences, and other significant objects. The various objects in the model will also be assigned color and material textures. The rendered subject will be superimposed into a photograph and foreground objects will be masked.

Viewshed Mapping. A viewshed analysis will be performed to determine potential areas that the proposed improvements would be visible within a one-mile radius. The data for the viewshed map will be created using Geographic Information System (GIS) technology and will include Digital Surface Model (DSM) data, which takes into account view blockage resulting from existing structures and vegetation. When the viewshed is completed, each cell within the viewshed will be given colored value to represent areas that can view the project site versus areas that cannot view the project site.

Graphics. In order to enhance the written text and clarify the viewshed and Key View locations, CONSULTANT will create 12 photosimulation exhibits that will depict both the existing and proposed conditions as well as a viewshed map exhibit.

Deliverable

- Draft/Final Visual Impact Assessment

4.7 Farmland Technical Memorandum

According to the California Department of Conservation's 2010 map denoting *Riverside County Important Farmland*, the northeastern quadrant of the project site is designated as Prime Farmland and Farmland of Statewide Importance. If farmlands will be disrupted by the proposed project, CONSULTANT will prepare Form AD 1006 for submittal to Caltrans. The results determine if mitigation will be required. The Land Evaluation and Site Assessment (LESA), originally developed by the NRCS, will be used for quantifying the merits of retaining, in agricultural use, parcels proposed for conversion.

Deliverables:

- Draft/Final Farmland Technical Memorandum

4.8 Draft Relocation Impact Statement (DRIS)

A Draft Relocation Impact Statement (DRIS) will be prepared in accordance with Chapter 602, Relocation Impact Documents, of the Caltrans Relocation Assistance and Housing Procedures Manual. This task includes a site visit, research, and preparation of the DRIS, including exhibits. The study will include the following items for all alternatives being studied:

- Number and type of residential and nonresidential displacements
- Current and anticipated availability of relocation resources
- A discussion of any relocation problems specific to this project, along with suggested solutions to those problems

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After a preferred alternative has been selected, if required, a Final Relocation Impact Statement (FRIS) will be prepared in conjunction with the final environmental document.

Both the DRIS and the FRIS depend upon the provision of accurate Right of Way Data Sheets prepared by CONSULTANT. Interviewing the affected owners and tenants and appraising the displaced properties, or portions thereof, shall be the responsibility of Caltrans as they are typically done after completion of the PA/ED phase.

Deliverables:

- Draft/Final Relocation Impact Statement

4.9 Air Quality Analysis Report (AQA)

CONSULTANT will conduct an air quality analysis to satisfy CEQA, state and federal environmental requirements, and conformity provisions of the Clean Air Act Amendments (CAAA) to support the environmental document. The proposed project is located within the South Coast Air Basin (SCAB) region of Riverside County. Therefore, the project is subject to the South Coast Air Quality Management District's (SCAQMD) rules and regulations.

The Air Quality Analysis Report will be prepared in accordance with the following protocols/guidelines: Caltrans Transportation Project-Level Carbon Monoxide Protocol, FHWA/EPA Transportation Conformity Guidance for Quantitative Hot-spot Analyses in PM2.5 and PM10 Nonattainment and Maintenance Areas, FHWA Interim Guidance on Air Toxic Analysis in NEPA Documents, and Caltrans' policy on greenhouse gas emissions. The Air Quality Report will also analyze and discuss the presence/ absence of asbestos-containing structures/roadway affected by the Project and construction-related impacts. In addition, the proposed project's short-term construction and long-term operational impact on global warming and climate change will be discussed.

The Air Quality Report will include the project listings from the latest Regional Transportation Plan (RTP), Federal Transportation Improvement Program (FTIP), and Federal Statewide Transportation Improvement Program (FSTIP) and describe how the proposed project is consistent with those listings. The Air Quality Report will make a final determination whether the build alternatives will conform to applicable state and federal air quality plans. Mitigation measures will be defined for any construction and/or operational impacts that are identified. Coordination with EPA, Caltrans, and FHWA through SCAG's Transportation Conformity Working Group (TCWG) will be necessary to ensure that the proposed project would not violate/exacerbate air quality in the SCAB.

In addition to the air quality analysis, CONSULTANT will prepare the "Conformity Analysis Documentation for Project-Level Conformity Determinations in Metropolitan Nonattainment/Maintenance Areas" required for NEPA delegation.

Deliverables:

- Draft/Final TCWG PM Hot Spot Form
- Draft/Final Air Quality Report

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- Draft/Final Air Quality Report
- Draft/Final Air Quality Conformity Report and Checklist

4.10 Paleontological Identification Report and Paleontological Evaluation Report (PIR/PER)

Paleontological Identification Report/Paleontological Evaluation Report (PIR/PER) will be conducted/prepared per the guidelines set forth in The State of California Department of Transportation (Caltrans) *Standard Environmental Reference (SER), Environmental Handbook (EH), Volume 1, Chapter 8 – Paleontology* (Revised February 2012[3]); and guidelines developed by the Society of Vertebrate Paleontology (SVP, 1995[4] and 2010[5])

This scope of work for paleontological resources includes the initial tasks that are required for this project. If findings are positive, a budget augment may be necessary to prepare additional reports that may be required by the Caltrans *SER, EH, Volume 1, Chapter 8 – Paleontology,* such as a Paleontological Mitigation Plan (PMP). The tasks that will be completed under the Paleontology Resources Scope are as follows:

- **Locality Search.** CONSULTANT will conduct a geological and paleontological literature and locality review through the San Bernardino County Museum (SBCM), and records maintained by CONSULTANT. All information will be summarized in the Paleontological Investigation Report (PIR).
- **Field Survey.** Depending on the results of the locality search, CONSULTANT will complete a windshield or pedestrian survey of the project footprint. The purpose of the survey is to confirm the geology as it has been mapped, confirm the presence of any localities that may have been recorded, and to determine if there might be any unrecorded localities within the project footprint. Results will be summarized in the PIR.
- **Paleontological Investigation Report (PIR).** CONSULTANT will prepare a PIR. This report will detail results of the locality search, the geological investigation, and the field survey. The PIR will assess whether there are known or reasonably anticipated paleontological resources within the project footprint. If so, based on the description of proposed work and excavation parameters, the report will determine whether or not project excavation will impact those resources.
- **Paleontological Evaluation Report (PER).** CONSULTANT will prepare a PER. This report is usually combined with the PIR and is prepared when the PIR determines that there is potential for paleontological resources to be

[3] http://www.dot.ca.gov/ser/vol1/sec3/physical/Ch08Paleo/chap08paleo.htm

[4] Society of Vertebrate Paleontology. 1995. *Assessment and Mitigation of Adverse Impacts to Nonrenewable Paleontologic Resources: Standard Guidelines.* Society of Vertebrate Paleontology *News Bulletin*, No. 163, January 1995: 22–27.

[5] Society of Vertebrate Paleontology. 2010. *Standard Procedures for the Assessment and Mitigation of Adverse Impacts to Paleontological Resources* Society of Vertebrate Paleontology. Impact Mitigation Guidelines Revision Committee. Pages 1–11.

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encountered during excavation for the project. The PER will determine: (1) the Department's legal responsibilities; (2) the necessity for involving other agencies and stakeholders; (3) whether the resource can be avoided (regardless of its potential significance); and (4) the significance of the resource. If significant resources are identified, the PER will make recommendations on how to mitigate any impacts such as avoidance or preparation of additional studies such as a PMP.

The PIR and PER are often combined into a single document. The PIR and PER must be completed prior to Project Approval/ Evaluation Documentation (PA/ED) in order to minimize construction delays. If required, the PMP must be completed prior to the beginning of construction. The purpose of the PIR is to identify if resources may be present within the project area, the purpose of the PER is to evaluate the significance of the resources, if they are determined to be present, and the purpose of the PMP is to develop mitigation, for those significant resources.

Occasionally the PIR/PER will determine that despite the results of the literature search, it is unlikely that the project will encounter significant resources during construction. This may be due to sediments or rock units in the project area not being sensitive for paleontological resources (such as being too young <10,000 years, or being a rock unit like granite or a metamorphic rock that do not contain fossils); or previous construction in the area removing the sensitive sediments, or burying the sensitive sediments with fill deeper than depths that which will be encountered during the project. In these cases, a PMP will not be required, and the reason will be specified in the PIR/PER.

Deliverables

- Draft/Final PIR/PER

4.11 Archaeological Survey Report (ASR)/Historical Property Survey Report (HPSR)/Historical Evaluation Report (HER)

All tasks and documents are scoped to be completed per the guidelines set forth in the California Department of Transportation Standard Environmental Reference *Caltrans Environmental Handbook, Volume 2, Cultural Resources* (February 3, 2012) and the Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California (January 2004; Caltrans PA).

Native American Consultation. As directed by Caltrans, CONSULTANT will conduct Native American consultation per Section 106 of the National Historic Preservation Act. This will include contacting the Native American Heritage Commission for (1) a search of its Sacred Lands File, and (2) a list of parties with cultural ties to the APE. All parties will receive a letter describing the project and inviting comments on cultural resource concerns. Each unanswered letter will be followed by up to two telephone calls and/or emails. A summary of the Native American consultation will appear in the Historic Property Survey Report (HPSR) and the Archaeological Survey Report (ASR).

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Records Search. CONSULTANT will conduct an archaeological and historical records review and literature search through the San Bernardino Archaeological Information Center of the California Historical Resources Information System, located at the San Bernardino Museum in Redlands, California. The records search will include a 1-mile radius around the APE. All pertinent references will be reviewed, and the extent of previously recorded sites, surveys, and excavations within and immediately adjacent to the APE will be determined. All information will be summarized in the appropriate Caltrans report.

Archival Research/Historic Outreach. CONSULTANT will complete research at various repositories and archives for the properties within the APE to determine dates of construction for any buildings and structures. In addition, CONSULTANT will conduct research that will lead to the preparation of a historic context and recommendation of eligibility for the National Register of Historic Places. CONSULTANT will also determine whether any cultural resources qualify as historical resources under CEQA. As required by Caltrans, outreach will be conducted with local historical societies and similar groups. CONSULTANT stipulates that research will be conducted for up to two historic-period (45 years of age or older) cultural resources. If additional cultural resources are identified within the APE, additional research and budget may be required.

Field Surveys. CONSULTANT will complete both an archaeological and an architectural field survey of the APE. The purpose of the surveys is to document respective resources that are previously unrecorded, as well as to update existing State of California Department of Parks and Recreation forms (Series 523; DPR) for previously recorded resources. It is expected that findings will be negative for archaeological remains (i.e., there will be no sites requiring an extended Phase I survey). If historic-period resources are identified in the project APE they will require documentation and evaluation unless they meet the criteria for exemption provided in the Caltrans PA. Typically, extensively altered resources are exempt from evaluation. This scope assumes up to 2 properties will require evaluation. If the number of properties requiring evaluation is different, then CONSULTANT will request additional budget authorization from the CITY before proceeding with any out of scope work.

Historic Property Survey Report (HPSR). CONSULTANT will prepare an HPSR, the cover document for all cultural reports that are required. This report will summarize all archaeological, architectural, historical, and Native American concerns. The APE map will be attached to the HPSR.

Archaeological Survey Report (ASR). CONSULTANT will prepare an ASR that details results of the records search and archaeological field survey.

Historical Resources Evaluation Report (HRER). CONSULTANT will prepare an HRER. The report will be completed to document and evaluate a maximum of 2 built environment resources within the APE. This report will include research and field methods used in identifying cultural resources, the historic resources identified in the project APE, the historic contexts based on the types of cultural resources identified, and the significance evaluations for each resource.

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Deliverables:

- Draft/Final HPSR including:
- Draft/Final ASR;
- Draft/Final HRER (with DPR forms); and
- Native American consultation record (includes sample letters, phone logs, etc.).

4.12 Jurisdictional Delineation (JD) Report

A focused wetland/jurisdictional delineation will be completed by CONSULTANT according to Corps and CDFW criteria. Wetland delineations for Section 404 purposes must be conducted according to the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0) (USACE 2008) and the Corps of Engineers Wetlands Delineation Manual (Environmental Laboratory 1987). We anticipate that a routine delineation, tailored to the site characteristics, will be adequate. A jurisdictional "waters of the U.S." determination will also be completed according to the current Corps standards. Further, the extent of any streambed and associated riparian areas subject to review by the CDFW under Section 1602 of the Fish and Game Code will be determined. The recommended time for conducting the jurisdictional delineation is between January and March. The results of the draft jurisdictional delineation/determination will require verification and approval by the Corps and CDFW.

A technical report will be prepared presenting the results of the jurisdictional delineation. The report will be suitable for submittal to the involved agencies for purposes of future permit application and for inclusion as a technical appendix in the environmental document. Accordingly, the report will identify and quantify jurisdictional areas and features by alternative, including a breakdown of wetlands and non-wetland waters of the U.S., as well as an estimate of permanent and temporary impacts resulting from the discharge of fill material into jurisdictional waters of the U.S.

The jurisdictional waters delineation, consisting of a map in the appropriate scale and data forms will be submitted to the Caltrans for review and approval.

Deliverables:

- Draft/Final Wetlands Delineation Report
- Rapanos Form

4.13 Natural Environment Study (NES)

The biological resources studies for the proposed project will be conducted in accordance with Caltrans guidance to satisfy the requirements of CEQA and NEPA. The biological resource studies will also consider the requirements regarding covered species and covered activities identified in the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) which is relevant to the proposed project.

The MSHCP serves as a comprehensive, multi-jurisdictional Habitat Conservation Plan pursuant to Section 10(a)(1)(B) of the FESA of 1973 and the Natural Communities Conservation Plan (NCCP), focusing on the conservation of species and their associated habitats in western Riverside County. The MSHCP is utilized to allow participating

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jurisdictions to authorize the "take" of both the plant and wildlife species identified within the MSHCP area. Regulation of the "take" of threatened, endangered, and rare species is authorized by the Wildlife Agencies (USFWS and CDFW), which allow "take authorization" for otherwise lawful actions (e.g., public and private development) in exchange for the assembly and management of a coordinated MSHCP Conservation Area. Caltrans is obligated to specific conditions, as described in Section 13.8 of the MSHCP Implementation Agreement, including providing an analysis of riparian/riverine and special status species (including Criteria Area and Narrow Endemic Plant species in context with the MSHCP).

Under the requirements of the MSHCP, certain studies or analyses and reports may be required to ensure that the project has achieved consistency with all MSHCP requirements. MSHCP requirements vary depending on the project location, the specific MSHCP conservation needs identified for that location, and the biological resources present on or adjacent to the project site. For this project, studies and findings will include: focused species surveys, a jurisdictional delineation, MSHCP Equivalency Finding, MSHCP Determination of Biologically Equivalent or Superior Preservation (DBESP), and functions and values analyses for any riverine/riparian areas or vernal pools.

Caltrans is a participating jurisdiction, or a "Permittee" of the MSHCP, and receives "take" authorization, as long as the project is in compliance with the MSHCP. However, if a non-participating entity requires a take permit from the USFWS in Riverside County, Section 7 Consultation would be required for those impacts. However, the USFWS has agreed that this Section 7 Consultation would be an expedited consultation process and would not require any additional mitigation beyond that required under the MSHCP.

CONSULTANT will conduct a literature review to assist in determining the existence or potential occurrence of sensitive plant and animal species on site or in the vicinity. Federal and State lists of sensitive species and current database records, including the *California Natural Diversity Data Base* (CNDDB) (California Department of Fish and Wildlife [CDFW], 2013) and the California Native Plant Society's *Electronic Inventory of Rare and Endangered Vascular Plants of California* (Skinner, et al., 2013) will be examined. In accordance with Caltrans guidelines, CONSULTANT will be available to assist Caltrans with a letter request to the U.S. Fish and Wildlife Service (USFWS) for a list of threatened and endangered species known from the project vicinity. The results of the records search will be summarized in a table and included in the NES. The Biological Study Area (BSA) will be determined through coordination with the Caltrans biologist.

To verify the CNDDB search for listed and special status species, the field work will be conducted by qualified biologists in order to document the presence/absence of sensitive biological resources (e.g., plant and animal species and habitats) or to determine the potential for occurrence of such resources that may not be detectable when the field work is conducted. The location of any sensitive biological resources present on site, including plants and plant communities, will be mapped. In addition, a discussion of any areas that may be considered wetlands or jurisdictional waters will be addressed in the Natural Environment Study (NES).

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CONSULTANT will prepare an NES that will include a description of the field methods used and the results of the biological assessment of the project area. The report will include a list of plant and animal species present within the project area and a general description of the plant communities occurring. If any sensitive resources are found on site, CONSULTANT will prepare and include in the NES a graphic displaying the location of the sensitive plant communities on site and any sensitive biological resources observed. Tables describing sensitive species and their habitats that are present or potentially present will also be provided in the report. The report will also identify and assess project impacts on the existing biological resources, including any sensitive species. Conceptual mitigation measures will also be included as necessary. Specific restoration plans are not included in this scope. Regulatory permitting is not included in this scope of work, but can be added at the request of the CITY.

The proposed scope of services includes preparation of a draft NES to be reviewed by the CITY and Caltrans. CONSULTANT will prepare and distribute up to five copies of the NES for each of the two review cycles before the final is submitted. CONSULTANT will respond to comments and update the NES as needed for completion of each cycle.

Vegetation Mapping and Field Surveys

Field surveys will be conducted in accordance with the requirements of the applicable survey protocols of the United States Fish and Wildlife Service (USFWS) and the California Department of Fish and Wildlife (CDFW). A site survey concentrating on the State's right-of-way will be conducted by qualified biologists to map vegetation communities within the State right-of-way. Vegetation will be mapped within the right-of-way boundaries to adequately address any potential biological resources in the study area to satisfy CEQA and NEPA requirements.

Focused Burrowing Owl Surveys

The project is within the burrowing owl survey area of the MSHCP. The burrowing owl is a California Species of Concern and a covered species under the MSHCP. The MSHCP requires surveys for burrowing owl in areas with suitable habitat during the early planning stages of projects to identify occupied areas that may be desirable for acquisition for the MSHCP Conservation Area. Suitable habitat for the burrowing owl consists of grasslands, croplands, playas, and vernal pools.

CONSULTANT will conduct an habitat site assessment (HSA) of the burrowing owl BSA according to the California Burrowing Owl Consortium Survey Protocol and Guidelines (survey protocol), which is endorsed by both CDFW and USFWS. Surveys will be conducted between February 1 and August 31 at transect intervals sufficient to provide 100 percent coverage of all potential habitat. Areas of suitable habitat will be surveyed for the presence of burrows that could be used by the burrowing owl. Potential burrows will be mapped and surveyed during four separate visits, on four separate days, to determine whether the burrowing owl is present on site. Preconstruction surveys for burrowing owl are not included in this scope of work.

Focused Survey for Riparian Birds

An HSA for riparian birds will be conducted within the entire project study area, as

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required under the MSHCP. Preliminary review of the aerial photographs for the project area shows a vegetated drainage course along the southeastern portion of the project. This drainage may provide potential suitable habitat for the least Bell's vireo *(Vireo bellii pusillus)* (LBV). Focused surveys for LBV will be required to be in compliance with the MSHCP and in order to determine presence/absence for Section 7 consultation with the USFWS. Focused surveys for the other MSHCP riparian birds (southwestern willow flycatcher and yellow-billed cuckoo) are likely not required, which are anticipated to be confirmed by the results of the HSA. Focused surveys for LBV and other species, if required, will be conducted according to the latest USFWS protocol. The survey results will be valid for a period of at least one year. Focused surveys will be conducted eight times, with a minimum of 10-day intervals, during the period from May 20 to July 31. Focused surveys for riparian bird species in more than two acres of the study area are not included in this scope.

Focused Small Mammal Surveys

The eastern end of the project, near Gilman Springs Road, is within the MSHCP designated survey area for Los Angeles pocket mouse (LAPM). CONSULTANT will conduct an HSA of the designated survey area within the project according to small mammal survey protocol. If suitable habitat for Los Angeles pocket mouse is identified during a habitat suitability assessment for this species, focused surveys will be required for the project, and are included in this scope and budget.

If the project results in ground disturbance within the MSHCP designated survey area for LAPM, it is likely that focused surveys will be required. It is anticipated that a single complete survey (five consecutive nights of trapping) will be sufficient to determine the presence or absence of this species in the small mammal biological study area (BSA). Focused surveys will be conducted according to accepted state survey protocols between May 1 and September 15. Surveys for LAPM are contingent on weather and nighttime temperatures. Inclement weather or nighttime temperatures below 50 degrees Fahrenheit may delay trapping efforts. Walkover and trapping surveys will be conducted by biologists qualified under CDFW permits for working with the LAPM.

Habitat Site Assessment for Fairy Shrimp

Due to project activities occurring solely within the existing right-of-way, it is not anticipated that any vernal pools are present and that no focused surveys for Riversidean and vernal pool fairy shrimp will be required. However, in order to be in compliance with the MSHCP, an HSA of the project study area will be performed using the results of the vegetation mapping, botanical surveys, and aerial photographs to identify areas for which focused surveys for Riversidean and vernal pool fairy shrimp may be required.

If a focused fairy shrimp survey is required, this may impact the CITY's desired schedule. A complete survey consists of two wet season surveys within a 5-year period, or a wet season survey immediately preceded or followed by a dry season survey. Dry season surveys require special written authorization from the United States Fish and Wildlife Service (USFWS) and are not always permitted. If the HSA determines the need for a focused fairy shrimp survey, a separate scope and fee for the focused fairy shrimp surveys will be provided.

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Habitat Site Assessment for Bats
CONSULTANT will conduct a bat assessment at the bridge structure over SR-60 in order to address potential project effects on bats, as well as to identify any appropriate mitigation measures. A qualified biologist will conduct a daytime inspection of the bridge structure for evidence of use by bats. Evidence of bats includes the presence of guano, urine staining, bat vocalizations, and the presence of bats themselves. Efforts will also be made to identify the types of bats utilizing the project site. The results of the bat assessment, including potential project impacts and mitigation measures, will be included in the NES. Although a bat assessment is not required under the MSHCP, it is recommended in order to satisfy CEQA requirements for special-interest species.

MSHCP Consistency Report. CONSULTANT will prepare a stand-alone MSHCP Consistency Report as an Appendix to the NES. The report will identify any requirements pursuant to the MSHCP objectives including the following:

- Conservation Requirements including Compliance with Criteria Cells and Public/Quasi-Public Lands conservation;
- Riparian, Riverine, Vernal Pool Conservation Objectives;
- Habitat assessments and/or surveys for sensitive species within specified survey areas (such as least Bell's vireo, Los Angeles pocket mouse, or endangered fairy shrimp); and
- Urban Wildland Interface Guidelines.

The site visit for the NES and focused surveys discussed above will be utilized for the preparation of the MSHCP Consistency Report. The MSHCP Consistency Report will be submitted for approval by Caltrans, as Caltrans is a Permittee of the MSHCP. If the project will affect any of the above conservation objectives, the project will be required to go through the Joint Project Review (JPR) process with the Regional Conservation Authority (RCA), as discussed below in Task 3.12.7.3.

The project is a Covered Activity under the MSHCP and is specifically called out as a Planned Facility in Table 7-4 of the MSHCP. The project is not located within Criteria Cells designated for conservation by the MSHCP. The MSHCP Consistency Assessment will be included as a separate section in the NES. The Determination of Biologically Equivalent or Superior Preservation (DBESP), as discussed below will be an appendix to the NES.

Determination of Biologically Equivalent or Superior Preservation Report. A Determination of Biologically Equivalent of Superior Preservation (DBESP), including an analysis of functions and values of riparian/riverine areas, may be required if there are riverine/riparian areas, vernal pools, or if the least Bell's vireo or Los Angeles pocket mouse are present on the site, which will be affected by the proposed project. The DBESP shall include the following information:

- Definition of the project area.

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- A written project description, demonstrating why an avoidance alternative is not possible.
- A written description of biological information available for the project site including the results of resource mapping.
- Quantification of unavoidable impacts to riparian/riverine areas and vernal pools associated with the project, including direct and indirect effects.
- A written description of project design features and mitigation measures that reduce indirect effects, such as edge treatments, landscaping, elevation difference, minimization and/or compensation through restoration or enhancement.
- A finding demonstrating that although the proposed project would not avoid impacts, with proposed design and compensation measures, the project would be biologically equivalent or superior to that which would occur under an avoidance alternative without these measures, based on one or more of the following factors:
- Effects on Conserved Habitats;
- Effects on the riparian/riverine species listed in MSHCP Section 6.1.2; and
- Effects on riparian linkages and function of the MSHCP Conservation Area

Copies of the DBESP will be provided to the CDFW and USFWS for a 60-day review and response period.

Joint Project Review. Project design and potential impacts to riparian vegetation and special species survey areas within the proposed project area will be subject to Joint Project Review (JPR) by the Regional Conservation Authority (RCA). The RCA reviews the Local Lead Agency's determination for compliance with the MSHCP conservation objectives and other MSHCP requirements. The JPR includes a 60-day period for the USFWS and CDFW for review of the DBESP report. This review is intended to achieve a project design that will be acceptable for subsequent permit issuance by the USFWS and CDFW.

If a JPR is required, CONSULTANT will coordinate with the RCA to ensure the project complies with MSHCP conservation objectives and other MSHCP requirements. CONSULTANT will coordinate with the project team and respond to comments from the RCA, USFWS, and CDFW, as required. This scope includes 40 hours for coordination time and meetings during the JPR process.

Deliverables:

- Draft/Final NES

4.14 Categorical Exemption/Categorical Exclusion for Geotechnical Borings

To provide information needed for preliminary design, geotechnical boring activities will need to be conducted as an early task in the engineering effort. CONSULTANT will prepare a Class 6 Categorical Exemption pursuant to Section 15306 of the CEQA Guidelines for Caltrans approval and a Federal Categorical Exclusion pursuant to SAFETEA-LU Section 6004 for approval by Caltrans. CONSULTANT will provide Caltrans

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10 copies of the CE/CE. Once the CE/CE is approved CONSULTANT will file it with the State Clearinghouse and Riverside County Clerk.

Deliverable:

- CE/CE for Geotechnical Borings

4.15 Screencheck Draft IS/EA

The Screencheck Draft IS/EA will incorporate the environmental checklist, technical analyses, a discussion of critical environmental issues identified, an analysis of the cumulative and indirect effects of the project, proposed mitigation measures, an environmental commitment record (ECR) and a listing of environmental (and related) permits required for implementation of the project. CONSULTANT will not proceed with this task until the appropriate environmental document, including NEPA CE, is considered and discussed with CALTRANS and CONSULTANT is authorized by the CITY to proceed with this task. Tasks to be completed by CONSULTANT include:

- Prepare a Screen-check Draft IS/EA following the guidance stated above;
- Prepare an Environmental Document Preparation and Review Tool and an External Quality Control (QC) Certification for submittal to Caltrans along with the Screen-check Draft IS/EA;
- Revise Screen-check Draft IS/EA per Caltrans' comments and submit for review and/or approval (Up to 5 hardcopies and 5 CD ROMs); and
- Resolve any additional comments in a workshop setting.

Deliverables:

- Screen-check Draft IS/EA with Environmental Document Preparation and Review Tool and External QC Certification Sheet

4.16 Draft Initial Study (IS) / Environmental Assessment (EA)

The Draft IS/EA with an updated Environmental Document Preparation and Review Tool and External QC Certification Sheet will be submitted to Caltrans D-8 for signature. Because the project is an interchange improvement project, it is anticipated that a Routine IS/EA will be applicable as opposed to a Complex IS/EA. A Routine IS/EA would be approved by the District Director for circulation and would not be submitted to Caltrans Headquarters for review and comment. Per the SER, Legal review is only required for Draft EISs and individual Section 4(f) Evaluations; therefore, legal review is not specified.

Deliverables:

- Final Draft IS/EA
- ED Preparation and Review Tool
- External QC Certification Sheet

4.17 Obtain Approval to Circulate

Once Caltrans D-8 is satisfied with the Draft IS/EA and issues an approval letter, CONSULTANT will work in close coordination with the Caltrans Environmental Coordinator to prepare all required notices to circulate the Draft IS/EA. Tasks to be completed by CONSULTANT include:

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- Prepare Notice of Completion (NOC) to be transmitted to the State Clearinghouse, Office of Planning and Research.
- Prepare a Notice of Availability of the IS/EA/Notice of Intent to Adopt an MND/Notice of Public Hearing.
- Submit all notices to Caltrans for approval and signatures.

Deliverables:

- Approved Circulation of Draft IS/EA

4.18 Circulate Draft Initial Study (IS) / Environmental Assessment (EA)

Following approval of the Draft IS/EA, a Notice of Availability (NOA), Notice of Intent to Adopt a Mitigated Negative Declaration (NOI), and a Notice of Public Hearing (NOPH) will be prepared for publication. The notices will be placed at least once in newspapers of general circulation, posted on and off site, and mailed directly to owners and occupants of contiguous properties. CONSULTANT will assist in conducting a formal Public Hearing. A Record of Public Hearing will be prepared and submitted to Caltrans. The public hearing will conform to the requirements of Caltrans' Project Development Procedures Manual, Chapter 11, and Article 7. When approval to circulate has been obtained from Caltrans and confirmed by the signed title sheet, CONSULTANT will circulate the Draft IS/EA with an unsigned Mitigated Negative Declaration (MND)/Finding of No Significant Impact (FONSI) in accordance with the requirements of the Caltrans' SER. Before the Draft IS/EA is circulated, the Draft PR must be approved to ensure that the project concept in the Draft IS/EA is consistent with the Draft PR. The Draft IS/EA will be circulated to responsible agencies, trustee agencies, state, federal, and local agencies that have jurisdiction by law, bordering cities and counties, and other applicable groups or persons as suggested in Caltrans's SER. The CTC has to review all projects that receive State highway funds. CONSULTANT will coordinate with D-8 Environmental staff for transmittal of Draft IS/EA to CTC. Tasks to be completed by CONSULTANT include:

- Publish up to 50 hard copies of the Draft IS/EA, up to 200 copies of the Executive Summary, and up to 200 copies of the CD ROM containing electronic files of the Draft IS/EA and Executive Summary
- Submit a NOC and copies of Draft IS/EA to the State Clearinghouse
- Distribute the Draft IS/EA to federal, state, and local agencies as well as interested parties contained on the Master Distribution list for review and comments.
- Coordinate with the Caltrans to post the electronic version of the Draft IS/EA on the websites for public review and comments.
- File an NOI/NOA with the State Clearinghouse, and County Clerk
- CONSULTANT will maintain and update the distribution and invitation lists throughout the environmental review process.

Deliverables:

- Draft IS/EA - 50 hard copies
- Executive Summary - 200 hard copies
- 200 copies of CD ROM containing electronic files of the Draft IS/EA and Executive Summary

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- Updates to Master Distribution/Invitation Lists

5.0 Public Meetings and Outreach Conducted

5.1 Public Outreach Support and Public Meetings

CONSULTANT to provide public outreach support and all necessary preparations for Public Meetings, including one Open House meeting during project development and one Open House during the public circulation of the Draft IS/EA.

CONSULTANT will develop a stakeholder database to serve as the official contact list for this task. Contacts will include elected officials, city/county/school district representatives, planning commissioners, residents, businesses, transportation and transit agencies, logistics organizations, emergency responders, news media and other area stakeholders identified by Caltrans and the project team. Parcel data also will be obtained for property owners and tenants in the vicinity of the project area.

CONSULTANT will prepare collateral material for the Public Meetings outlined in above. Material will include public notices to conform to the Caltrans template, a project fact sheet, sign-in sheets, comment cards, and name tags. Information will be translated into Spanish to ensure complete communication. CONSULTANT will coordinate placement of newspaper advertisements in both English and Spanish in two local newspapers. All materials will undergo review by Caltrans and internal CONSULTANT project team prior to issuance or printing.

CONSULTANT will coordinate two (2) Public Information Meetings, both in a open house format. One (1) Public Meeting will take place during the public circulation of the Draft Environmental Document. One (1) Public Meeting will take place prior to selection of the LPA. Support activities will include coordination of dates and times with the project team, organization of facility details (including equipment and insurance, if applicable), meeting set-up and clean-up, certified bilingual interpretation services, court reporter services, materials listed in above, photography, refreshments and preparation of summary reports for both public hearings. Public hearing participants will receive copies of project materials, encouraged to complete the comment card and added to the stakeholder database for future communication.

CONSULTANT will prepare a record of the Public Meetings, including a summary of the notification methods, level of participation, comments, and other items to serve as formal documentation of the meeting.

Deliverables:

- Stakeholder database, updated stakeholder databases (following public hearings or public inquiries)
- Public notices, project fact sheet, newspaper advertisements, sign-in sheets, comment cards, name tags – English and Spanish
- Meeting logistics lists, summary reports and comment log, court reporter transcripts
- One (1) Public Meeting prior to selection of LPA

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- One (1) Public Meeting during the public circulation of the Draft Environmental Document

6.0 Prepare Final Environmental Document, Final Project Report and Obtain Environmental Clearance

6.1 Task Management and Meetings

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical and environmental documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures, including the 5-step NEPA QC process and QA/QC Design Checklists. CONSULTANT will attend and participate in eight (8) monthly PDT meetings. CONSULTANT shall report the progress of the work. Progress shall be based on physical percent complete such as number of drawings or deliverables

Deliverables:

- Attendance at bi-weekly project team conference calls
- Attend eight (8) PDT meetings
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Deliverables and Action Item Logs
- Milestone Progress Reports

6.2 Prepare Response to Comments Matrix

CONSULTANT will maintain documentation and provide response to internal and public comments on the Draft IS/EA. A response-to-comments matrix outlining how and where the revisions to the documents have been made will be included in the revised Draft and Final IS/EA. The response-to-comments matrix will be provided to Caltrans for review and concurrence prior to finalization of the Draft and Final IS/EA.

Deliverable:

- Response to Comments Matrix

6.3 Select Preferred Project Alternatives

CONSULTANT will prepare matrix comparing two (2) build alternatives to select a preferred alternative. Geometric design, traffic operations impacts, design exceptions, environmental impacts, right of way impacts and other variables will be compared between the two (2) build alternatives. A PDT focus meeting will be held to discuss the evaluations and results. A memorandum will be prepared and sent to the PDT summarizing the findings of the comparisons for review and approval by the PDT. Upon agreement, the PDT will choose a Preferred Alternative.

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Deliverable

- Preferred Alternative Memorandum
- Selection of Preferred Alternative

6.4 Final Project Report

CONSULTANT will document recommendation of the Preferred Alternative based on the public input on the Draft Environmental Document and concurrence by the PDT. Subsequently, CONSULTANT will prepare a Draft Final Project Report, which will incorporate the selected Preferred Alternative. The report shall review the development of the Preferred Alternative including public and agency comments obtained during the public meetings and environmental review period. The Draft Final PR shall be submitted to Caltrans for Screencheck and subsequently for review and comment. Upon receipt of comments from Caltrans, CONSULTANT will develop a response matrix documenting the comments and response to each comment. The Final PR will be revised and submitted to Caltrans for approval. The Final PR will be signed by a Registered Civil Engineer and submitted to Caltrans for approval and signature.

Deliverable

- Draft/Final Final PR

6.5 Final Environmental Document

After the public distribution of the Draft Environmental Document, CONSULTANT will prepare a Final Environmental Document to document the selection of the preferred alternative and address public comments on the Draft IS/EA.

The FED will be submitted to Caltrans for review. Comments will be resolved in a workshop setting.

Environmental Commitment Record (ECR): CONSULTANT will develop an ECR to be included with the Final IS/EA submittal. The plan will identify mitigation measures necessary to minimize or reduce potential significant environmental impacts to a less than significant level. The ECR will identify all design, construction and post-regulatory mitigation requirements, the responsible party, timing, and verification. Monitoring may include the submittal of monitoring sheets/reports to Caltrans, and other agencies.

Final Environmental Document (MND/FONSI): Following the development of the ECR, the Final IS/EA will be prepared and submitted for approval. The proposed MND will be signed and incorporated into the Final IS/EA. The Final IS/EA will also become part of the Project Report. The Final IS/EA will be submitted for approval and signature along with the Checklist for Final Documents, and a request to issue a FONSI. Following Caltrans review, any comments will be addressed and the Final IS/EA will be re-submitted. CONSULTANT will coordinate with D-8 Environmental staff for transmittal of the approved ND/FONSI IS/EA to the CTC.

Deliverables:

- Approved ECR
- Draft/Final Final IS/EA

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6.6 *Notice of Determination (NOD) and Notice of Availability (NOA)*

Filing of the Notice of Determination (NOD) completes the CEQA Environmental Document. A Draft NOD will be prepared and submitted to Caltrans for review and comment. Following this review, a final NOD will be prepared and submitted to Caltrans. CONSULTANT will send a copy of the Notice of Determination and a copy of the Notice of Availability - FONSI (NOA - -FONSI) to the State Clearinghouse along with proof of payment of an environmental filing fee to the State Department of Fish and Wildlife. The estimated filing fees to be paid directly by the CITY include $2,156.25[6] CDFW environmental filing fee, $64 County processing fee.

CONSULTANT will also prepare a draft SOL notice for submittal to Caltrans for their review and transmittal to FHWA for publication in the Federal Register. SAFETEA-LU Section 6002 established a 180-day statute of limitations (SOL) on claims against USDOT and other federal agencies for certain environmental and other approval actions if certain circumstances apply. The enactment of MAP-21 revised this to a 150-day statute of limitations.

Deliverables:

- Filed Notice of Determination (NOD)
- Filed Notice of Availability (NOA) – FONSI

7.0 *Environmental Mitigation Negotiation and Permitting Complete*

7.1 *Resource Agency Permit Related Coordination*

Regulatory permits may be required for impacts to jurisdictional waters of the U.S. and State from the U.S. Army Corps of Engineers (ACOE), State Water Resources Control Board (SWRCB), and California Department of Fish and Wildlife (CDFW). The accurate permitting requirements cannot be determined until the NES and Jurisdictional Delineation are prepared.

7.2 *Federal Clean Water Act and California Fish and Game Code Permits*

Permit Preparation. CONSULTANT will prepare packages for submittal to the ACOE, the CDFW, and the RWQCB to obtain the required authorizations pursuant to Section 404 of the CWA, Sections 1600 et seq. of the California Fish and Game Code, and Section 401 of the CWA, respectively, for the any disturbance to the potential streambed between the Theodore and Gilman Springs interchanges. It is necessary that the project design be sufficiently complete to identify all permanent and temporary construction impacts before the permitting process is initiated.

Streambed Alteration Agreement Package. The CDFW is empowered to issue agreements for any alteration of a river, blue line stream, or lake where fish or wildlife resources may be adversely affected. In order to obtain a Streambed Alteration Agreement (SAA), CONSULTANT will prepare and submit to the CDFW a Notification of Streambed Alteration for the proposed project. The notification letter will include the following information and attachments.

[6] The CDFW filing fee is current as of January 1, 2013. It will most likely be higher by the time the environmental document is approved and the NOD is filed.

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- A discussion, with supporting figures, of existing and/or potential biological resources, project impacts to the CDFW jurisdictional area, and mitigation measures to compensate for anticipated project impacts.
- A completed Notification Form and Project Questionnaire.
- A complete set of project design/construction plans and drawings.
- A copy of the jurisdictional delineation, compensatory mitigation plan, and Storm Water Pollution Prevention Plan (SWPPP).
- Evidence of local project CEQA certification.
- A check for payment of the application fee must be paid by the City (this fee is not included in the current fee for this proposal).
- Assumes each package for permitting is $40 each for printing and binding.

Section 404 Authorization Request. Obtaining authorization under Section 404 requires that the applicant (CITY) prepare a notification requesting authorization for fill of jurisdictional waters. In this case, it is anticipated that the proposed impacts would be authorized under a nationwide permit (NWP). CONSULTANT will prepare and submit an NWP Preconstruction Notification to the ACOE. The notification will include the following information and attachments.

- A detailed project description, including project background.
- A discussion (with supporting figures) of existing and/or potential biological resources, project impacts to ACOE jurisdictional areas, and mitigation measures to compensate for anticipated project impacts.
- A complete set of project design/construction plans and drawings.
- A copy of the jurisdictional delineation, compensatory mitigation plan, and the SWPPP.
- A copy of the cultural resources report.
- A copy of the Section 401 Water Quality Certification package.
- Evidence of local project CEQA certification.

Section 401 Certification of Water Quality Request. To issue authorization for fill of waters under Section 404 of the CWA, the ACOE is required to ensure that the RWQCB has issued a Certification of Water Quality or waste discharge requirements in compliance with Section 401 of the CWA. CONSULTANT will prepare and submit a request for Water Quality Certification to the RWQCB. The request letter will include the following information and attachments.

- A completed Section 401 Water Quality Certification Form, including the required supplemental text and figures.
- A complete set of project design/construction plans and drawings.

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- A copy of the jurisdictional delineation, compensatory mitigation plan, and the SWPPP.
- A copy of the Section 404 Authorization package.
- Evidence of local project CEQA certification.
- A check for payment of the application fee to be paid by the City (this fee is not included in current fee for this proposal).

Compensatory Mitigation Plan. CONSULTANT will coordinate with the CITY to prepare a compensatory mitigation plan for the project. CONSULTANT will also consult with resource agency personnel prior to preparing the compensatory mitigation plan to negotiate proposed mitigation strategies to be described in the compensatory mitigation plan. On-site mitigation is generally preferred over off-site mitigation or contribution to an in-lieu fee program.

CONSULTANT will develop the compensatory mitigation plan to achieve the mitigation criteria as set forth in the Environmental Document and MSHCP compliance and as anticipated to be required by the resource agencies as permit conditions designed to offset impacts to jurisdictional waters and sensitive habitats. This mitigation plan will include a general evaluation of the project impacts, the location of potential mitigation areas/sites, habitat types to be created or enhanced, general implementation strategy, supporting rationale, and target and ultimate performance standards for the mitigation measures. CONSULTANT will also develop basic revegetation strategies addressing hydrological requirements, soils requirements, general species selection, types of revegetation to be employed, sources for plant materials, planting techniques, monitoring and maintenance, and documentation of results.

The compensatory mitigation plan will be provided in draft form for review by the CITY. Following CITY staff review, CONSULTANT will assist the CITY in coordinating with the appropriate resource agencies to obtain their concurrence on the mitigation plan.

Assumptions:

- Assumes a Nationwide not an Individual Permit will be required for the ACOE 404 permit.
- Assumes one blue line stream/drainage crossing.
- Assumes the mitigation in the MSHCP and the DBESP will be used for the coordinated CDFW 1600 permit.
- Assumes one tri-agency meeting with the Regional Conservation Authority to negotiate mitigation and permitting requirements.
- A check for payment of the application fees to be paid by the City for the CDFW 1600 Permit and RWQCB Applications (these fees are not included in the fee proposal).
- Assumes a Final Hydrology Report has been approved by the City and Caltrans.
- Assumes a Final HPSR is approved and signed by Caltrans and SHPO if required.

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Deliverables:

- ACOE 404 Permit Application
- RWQCB 401 Permit Application
- CDFW 1600 Permit Application (Streambed Alteration Agreement Package)

8.0 Geometric Approval Drawings Complete and Approved by Caltrans

8.1 Geometric Approval Drawings

CONSULTANT will prepare geometric approval drawings (GAD) at a scale of 1" = 50' (1" = 100' at a reduced scale) in accordance with Caltrans plan preparation criteria for GAD for the Locally Preferred Alternative. The GAD will include existing topographic and planimetric mapping, approximate right-of-way acquisition lines, center lines, calculated geometric layouts, and typical sections. CONSULTANT will design roadway geometry including horizontal and vertical geometry for ramps, connectors and cross streets, including profile and superelevation diagrams. Conceptual grading utilizing 1:2 or 1:4 slopes will be developed to establish preliminary right-of-way limits. Typical cross sections will be prepared to illustrate lane and shoulders in the lane configurations and other basic cross sectional data.

GAD will be prepared according to Caltrans District 8 GAD guidelines with the intent of establishing an approved scope relative to geometric project features and the ability to move directly to the basemaps required for PS&E. This effort provides equivalent detail to PS&E requirements for Cross Sections, Layouts, Profiles, and Superelevation Diagrams. Additional detail will be provided indicating pavement delineation, truck turning radii, and traffic volumes. Preliminary Right of Way requirements will also be incorporated. Approval will be obtained from Caltrans Offices of Traffic Operations and Design, and HQ Geometric Reviewer. Up to three submittals (two review cycles) of the GADs are anticipated.

Deliverables:

- Draft/Final Geometric Approval Drawings
- Truck Turning Template Exhibits
- Completed DIB 78 Checklist

9.0 Design Mapping and Surveys Complete

9.1 Photogrammetric Surveys

CONSULTANT will obtain the necessary permits to perform aerial topographic mapping for the Geometric Approval Drawings and PS&E based on accelerated delivery work program. The aerial topographic mapping will cover all areas of the proposed improvements. Limits of mapping will be from Redlands Blvd to Gilman Springs Rd along the SR-60 and to the next adjacent intersection north and south of Redlands Blvd, Theodore Street. The new aerial topographic mapping will be compiled at a scale of 1"=50' with one foot interval contours. Surveys will be performed in accordance with the current Caltrans Survey Manual and its revisions. Work not covered by the Manual will be performed in accordance with accepted professional surveying standards. The minimum standard of survey quality will be that of similar surveys performed by

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Caltrans. Caltrans will designate the existing horizontal and vertical control monuments that are to be the basis of the performed surveys. Caltrans will provide the California Coordinate System values and/or elevation values for these monuments. CONSULTANT will adjust the performed surveys to the designated control monuments and their values - no other control will be used by CONSULTANT. The following is a list of services to be performed:

- Compiling and researching Caltrans, NGS, and Riverside County survey control and benchmarks.
- Caltrans ABC Checklist
- Place aerial targets and horizontal and vertical control each to Caltrans specifications.
- Photogrammetric mapping – Vertical Mapping Inc. cost (includes AT solution, Aerial Photos, & Ortho Photos)
- QA/QC field survey for blind checks of aerial mapping and associated report per Caltrans Requirements.

Pavement, utility, or design surveys are not included with this scope of work and will be done as part of the PS&E phase.

Deliverables:

- Preparation of Caltrans Photogrammetric A, B, and C List of Materials
- Othorectified Aerial Photography
- Aerial Topography

9.2 Preliminary Right of Way Mapping

CONSULTANT will develop a preliminary hard copy base map consisting of a compilation of electronic file information showing the project boundary compiled from maps and documents of record, easements of record, and existing utilities based upon research from Caltrans, County of Riverside, and CITY. The preliminary right of way mapping will not be surveyed or monumented at this time. Based on the available information, CONSULTANT will perform field surveys to rectify as-built roadway centerlines for the State Route 60, Theodore Street and existing ramps at SR-60/Theodore Street interchange.

Deliverables:

- Preliminary Hard Copy Based Map
- Centerlines for SR-60 and Theodore Street

9.3 Land Net Mapping and Surveys / Pre-construction Record of Survey

CONSULTANT will perform existing right of way surveying and prepare "Before Condition" Record of Survey and CALTRANS Hard Copy Base Map. The "Before Condition" Record of Survey and CALTRANS Hard Copy Base Map is limited to the nine (9) affected parcels where right of way fee acquisition has been defined in the Draft PSR-PDS. The Preliminary Hard Copy Base Map will be updated based on field survey and prepared in one (1) 36"x96" strip plot at 1"=100' scale per Caltrans Right of Way Manual. The "Before Condition" Record of Survey will be prepared at 1"=50' scale in conformance with the County of Riverside Survey Standards and Procedures.

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Deliverables:

- Draft/Final Hard Copy Base Map
- Draft/Final "Before Condition" Record of Survey

10.0 Other Services Directed by the City

CONSULTANT will perform services as directed by CITY based upon changes, updates or revisions in CALTRANS or CITY standards, procedures or requirements for the project.

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PHASE 2 – FINAL PLANS, SPECIFICATIONS, AND ESTIMATE

11.0 35% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 65% PS&E

35% Design Plans, Specifications, and Estimates (PS&E) are excluded from this scope of work. It is assumed the Geometric Approval Drawings will be prepared and approved in lieu of 35% PS&E.

12.0 65% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 95% PS&E

12.1 Task Management and Meetings

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual final PS&E tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures. CONSULTANT will attend and participate in eight (8) monthly PDT meetings. A Project kick-off meeting with key personnel and CONSULTANT team personnel will be held just prior to NTP to discuss project goals, objectives, lines of communication, and schedule. CONSULTANT shall prepare deliverables log and action items log. CONSULTANT shall report the progress of the work. Progress shall be based on physical percent complete such as number of drawings or deliverables

Deliverables:

- Attendance at bi-weekly project team conference calls
- Attend eight (8) PDT meetings
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Deliverables and Action Item Logs
- Milestone Progress Reports

12.2 Design Surveys

CONSULTANT will set one (1) control monument at 300 feet intervals north and south of the SR-60 freeway from Redlands Avenue to Gilman Springs Road. Assumes 23 monuments will be set to control 7,000 feet at 300 feet intervals for design surveys along freeway shoulder. Monuments will be set to CALTRANS 3RD order design topography specifications.

CONSULTANT will prepare design survey along shoulder, edge of travel way, and lane line for mainline widening for proposed auxiliary lanes. This survey work will be performed by mobile laser scanning methods to minimize traffic disruption. Design

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surveys will include existing utilities, storm drain inlets, roadway features, and utility features. Overhead power line adjacent to Theodore Street will be surveyed for vertical clearance. All design surveys will be in accordance with CALTRANS Survey Manual.

Deliverables:

- Draft/Final Survey Control Report
- Design Surveys

12.3 Landscape and Aesthetic Plan

CONSULTANT, in coordination with the CITY and CALTRANS, will develop an Aesthetics Technical Focus Group for the Project. CONSULTANT shall facilitate three (3) design workshops with the Aesthetics Technical Focus Group at the beginning of the project to address issues, concerns, and priorities and to obtain input and ideas relative to the implementation of the themes and concepts for the Project within the SR-60 CORRIDOR MASTER PLAN FOR AESTHETICS AND LANDSCAPING(Aesthetics Plan). CONSULTANT shall introduce the project site and design objectives through the use of Power Point and large-scale exhibits and engage the Aesthetics Technical Focus Group in interactive feedback exercises to obtain their input. CONSULTANT shall prepare up to two (2) graphic boards and one (1) Power Point presentation with ten (10) slides as visual reference for the aesthetics design workshop presentations.

The intent of the aesthetics design workshops is to engage the project participants and implement the Aesthetics Plan for the project. The three (3) meetings budgeted for the design workshop efforts are anticipated to cover the following:

Meeting No. 01 – CONSULTANT shall introduce project to team members, outline design guidelines of the Aesthetics Plans, develop understanding of where aesthetic treatments can be applied and where they will not be able to be applied, and review the next steps.

Meeting No. 02 – CONSULTANT shall review research and materials gathered since first meeting, gather ideas and input from team members, focus on specific aesthetic treatments for specific structural components, and document understanding of final concept and implementation of the Aesthetics Plan.

Meeting No. 03 – CONSULTANT shall present final concept for specific aesthetic treatments for specific structural components. The goal of this final Aesthetic Technical Focus Group workshop is to obtain final acceptance and approval of the implementation of the Aesthetics Plan by Caltrans, and CITY.

CONSULTANT shall prepare meeting minutes for each meeting that will document decisions and that will be distributed to all appropriate project team and Aesthetics Committee members.

CONSULTANT shall implement the Aesthetics Plan and coordinate the structural and landscape aesthetic treatment concept with the design team and distribute final design-developed working sketches and exhibits in strip map, 8½ x 11, and 11 x 17 format. No draft, final or formal bound written document, thematic explanation, or defined concept aesthetic treatment report will be provided.

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CONSULTANT shall develop one (1) structural and landscape aesthetic treatment concept option consistent with the Aesthetics Plan for the following elements of the Project:

- Unique Structure Monument/Spire
- Bridge Structure Outside Railing and Fence Finish
- Bridge Columns Finish
- Crosswalks Finish
- Retaining Wall Finish
- Sound Wall Finish
- Slope Paving Finish
- Landscape Areas

All working sketches and exhibits in strip map, 8½ x 11, and 11 x 17 formats will illustrate general dimensions and proportions of the aesthetic treatments. All final design elements and aesthetics construction details will be prepared by the individual design functional discipline and incorporated into their respective plans and specifications.

All existing bridge structures remaining, existing bridge structures to be widened, existing retaining walls, and existing soundwalls will not incorporate any new aesthetic treatments.

RBF shall back-check the final details, dimensions, and constructed design elements prepared by the individual design functional discipline and incorporated into their respective plans and specifications for consistency and conformity to the intent of the approved Aesthetics Concept Plan. One (1) set of redlined comments will be returned to the individual design functional discipline to be incorporated into their respective plans and specifications.

Deliverable:

- Aesthetics Technical Focus Group
- Three (3) Aesthetics Workshops/Meetings
- One (1) Aesthetic Treatment for Eight (8) Project Elements

12.4 Bridge Site Data Submittal

CONSULTANT shall prepare Bridge Site Data Submittal (BSDS) Forms for bridge structures in accordance with the Caltrans OSFP Information and Procedures Guide.

Deliverable:

- Draft/Final Bridge Site Data Submittal

12.5 Bridge Type Selection

CONSULTANT will prepare the Structure Type Selection documents and the General Plan for bridges and non-standard retaining walls to comply with the most current Caltrans guidelines, including, but not necessarily limited to: Bridge Design Details 3-10 to 3-14; Bridge Design Aids, Section 10; Memos To Designers 1-23, 14-29, 17-105, 110,

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and 21-19. A cast-in-place box girder bridge has been assumed as the general expected bridge type.

The Type Selection Report will include a discussion of foundation and falsework requirements, seismic and aesthetic considerations, traffic handling requirements, special aesthetics (i.e. spire) and alternatives, and staging. In addition, CONSULTANT will develop an order-of-magnitude construction cost estimate. Anticipated construction methods will be identified in the Type Selection process and coordinated with the project geometry.

CONSULTANT will submit Type Selection documents to the Caltrans Office of Special Funded Projects (OSFP) for review and approval

CONSULTANT will attend a Type Selection review meeting at Caltrans Headquarters in Sacramento to finalize structure type, foundations, seismic design, aesthetics, and traffic handling plans.

CONSULTANT will summarize and submit meeting proceedings to the liaison engineer within one week for written Type Selection approval. The meeting summary may update or supplement the Type Selection Report.

Deliverables:

- Type Selection Meeting
- Draft/Final Type Selection Report

12.6 Storm Water Data Report

In accordance with current Caltrans Project Planning and Design Guide (July 2010), a Storm Water Data Report (SWDR) shall be prepared for this phase of the project. The SWDR prepared for the Project Approval and Environmental Document (PA/ED) phase of the project will be updated for the PS&E Phase. The SWDR will be prepared as a second order of work during the PS&E Phase based on the approved Geometric Approval Drawings (GADs). Specific objectives of the SWDR include:

- Define storm water quality issues and pollutants of concern.
- Form the Project Development Team (PDT), including the District/Regional National Pollutant Discharge Elimination System (NPDES) Storm Water Coordinator.
- Evaluate potential storm water impacts for mitigation purposes and address water quality concerns.
- Develop a list of potentially feasible permanent storm water Design Pollution Prevention and Treatment Best Management Practices (BMPs) to be evaluated during project design.
- Document storm water design decisions made regarding project compliance with the NPDES permit.
- Develop the preliminary costs for BMPs.

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- Discuss the project with the Regional Water Quality Control Board (RWQCB) and local agencies, if advised by the District/Regional NPDES Storm Water Coordinator or requested by the RWQCB.
- Address mandates associated with TMDLs/303(d) impaired waterbodies
- Construction Risk Level Determination and RUSLE2 Analysis
- Program the project construction costs.

Caltrans storm water evaluation forms will be included to ensure that the proper evaluation process is used for the consideration of treatment best management practices (BMPs). The methods and calculations that will be used to size and design treatment BMPs will be in accordance with Caltrans Storm Water Quality Handbook.

The SWDR will be signed by the Project Engineer, the District/Regional Design Storm Water Coordinator, the designated Landscape Representative, and approved by the Project Manager to verify that storm water quality design issues have been addressed, and the data is complete, current, and accurate.

Deliverables

- Draft Storm Water Data Report for PS&E

12.7 Drainage Report

CONSULTANT will conduct an analysis to determine the impacts this project has on the natural drainage patterns. This analysis will incorporate the use of available information from the CITY, COUNTY and CALTRANS. CONSULTANT will prepare a preliminary drainage report utilizing data from prior hydrology/drainage investigations in the area. CONSULTANT will analyze existing drainage sub-basins and summarize changes in drainage patterns that will occur from the proposed improvements. Included in the report will be recommendations for on-site improvements such as structures needed at pipe culverts, inlet and outlet locations, erosion control measures and other storm drainage controls.

A hydrology map will be prepared using available aerial photography and mapping. The hydrology map will summarize the local drainage by indicating drainage subareas, existing and proposed storm drainage facilities, drainage patterns, times of concentration and preliminary design year flow rates. Existing off-site hydrology for the drainage cross-culvert systems under the freeway will be referenced from previous drainage studies and will not be updated or modified by the project, unless directly impacted by roadway improvements. Previous reports will be utilized to determine hydraulic control for any new storm drain facilities that may be connected to the existing cross-culverts. In the absence of such information, best professional judgment will be used to establish the required hydraulic controls.

The scope of the drainage design will be to convey storm water run-off from the proposed and existing roadway, freeway and ramps through the use of overside drains and inlets that will be located within the interchange area, into BMPs, retention basins, etc, to hold the storm water "on-site". A hydrology analysis will be performed for the proposed roadway improvements.

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The Drainage Report will generally contain the following:

- Project Location Map
- Project Description
- Evaluation of Runoff Characteristics and Flow Patterns
- Description of Existing and Proposed Facilities
- Description of Unusual or Special Conditions
- Hydrology Map and Other Applicable Hydrologic Data and Calculations

Deliverables

- Draft Drainage Report

12.8 Transportation Management Plan Data Sheet

CONSULTANT will prepare Transportation Management Plan (TMP) Data Sheet to qualitatively discuss anticipated traffic impacts resulting from the proposed project. Based on such data, potential TMP measures to reduce traffic impacts anticipated to result from project construction will be recommended.

Deliverables

- Draft Transportation Management Plan Data Sheets

12.9 Geotechnical Design and Reports

Final Materials Report

CONSULTANT will prepare a final materials report based on additional field and laboratory testing performed for the selected interchange alternative. The report will generally follow the requirements of Topic 114 and Chapter 600 of HDM and organized in general accordance with California Test (CT) 130 (Caltrans, 2000). The main purpose of this report is to develop design and construction recommendations to aid RBF in preparing project Plans, Specifications and Estimates (PS&Es). As such, this report will provide site-specific geotechnical information and recommendations for project (proposed ramps) pavements, mitigating soil corrosion and materials sources as outlined in the HDM. CONSULTANT will drill hollow-stem auger borings along the proposed alignments of all ramps and auxiliary lanes to perform appropriate field testing and collect samples for laboratory testing. An encroachment permit for the work within Caltrans right of way will be obtained. Any access agreements or rights to enter to private land will be provided by CONSULTANT and CITY. This report will be signed and stamped by a California licensed Geotechnical Engineer (GE).

Final Geotechnical Design Report (GDR) and Foundation Report

The final GDR report will be based on comprehensive field and geotechnical laboratory testing and analyses prepared in accordance with most current Caltrans guidelines and requirements. The field program will explore geotechnical subsurface conditions along the proposed bridge alignment at each bent, and along ramps and auxiliary lanes. CONSULTANT plans to drill hollow-stem auger borings to at least 80-foot-deep at each embankment. All borings will be visually logged by a member of the technical staff. Representative relatively undisturbed and bulk soil samples will be collected at selected

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depth intervals in the borings. The borings will be backfilled with soil cuttings from borings and topped with cold patch asphalt or rapid set concrete (where pavement is penetrated) to match existing surfaces. Geotechnical testing of sampled soil materials will be conducted in the laboratory for soil classification and to evaluate engineering properties. CONSULTANT will typically provide GDR and/or Structures Foundation Report (FR) for the bridge PS&E submittal, and a letter report for the roadway pavement and embankment, and retaining walls foundation. The reports will be signed and stamped by a California licensed Geotechnical Engineer (GE) and a Certified Engineering Geologist (CEG) and will include exploration logs (LOTBs) and field test data, geotechnical laboratory test data, and geotechnical cross sections in addition to the following:

- **Alignment Conditions**: CONSULTANT will review and summarize the surface and subsurface geologic conditions and materials, groundwater conditions, and the engineering properties of the soils encountered during this investigation.
- **Seismic Design Parameters:** CONSULTANT will present results of site-specific seismic hazard evaluation including recommended soil profile type, peak bedrock acceleration and design acceleration response spectra (ARS) curves, in accordance with current (2012) Caltrans seismic design criteria.
- **Earthwork and Grading**: CONSULTANT will present earthwork criteria, including recommendations for clearing and site preparation, subgrade preparation, recommendations for removal of unsuitable soil or fill, utility trench backfill, surface drainage, and landscaping considerations. Recommendations for import soil engineering and compaction criteria will also be provided.
- **Foundation Design Recommendations:** Utilizing data collected during the subsurface exploration, CONSULTANT will recommend suitable foundation types for the proposed replacement bridge, retaining walls, and other structures. Overhead sign structure foundations will be included in the work program. Relevant foundation design parameters will be provided in the reports. Foundation design parameters include: footing data table, bearing pressures and settlements.
- **Corrosion Potential**: Results of corrosivity tests will be presented and analyzed in accordance with *Caltrans Corrosion Guidelines*. Recommendations for corrosion protection and mitigation of steel and concrete foundation

Field Percolation Testing

CONSULTANT proposes to perform two (2) percolation tests for four (4) basins within a depth of 2 to 5 feet BGS unless specified by the civil engineer prior to field testing (depth not to exceed 5 feet). The tests will be performed in general accordance with those set forth in California Test 750, "Method For Determining The Percolation Rate Of Soils Using A 6-Inch-Diameter-Test Hole." These tests are to be performed simultaneously with either the ADL field sampling or the geotechnical borings so no additional field mobilization of drill rig is required.

Deliverables

- Draft Materials Report

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- Draft Geotechnical Design Report
- Draft Structures Foundation Report
- Field Percolation Testing

12.10 Supplemental Fact Sheet for Exception to Design Standards for PS&E

The geometric designs will be checked using Caltrans Design Information Bulletin Number 78-02 (Design Checklist for the Development of Geometric Plans) and Design Information Bulletin Number 82-03 (Pedestrian Accessibility Guidelines for Highway Projects). Fact Sheets shall be developed to document reduced standard features within the selected locally preferred alternative. Fact Sheets shall be prepared in conformance with the Caltrans Project Development Procedures Manual (PDPM) Chapter 21. It is assumed that this project will include Supplemental Mandatory and Advisory standard design exceptions.

Exceptions to mandatory design standards will be prepared detailing nonstandard design elements. Revisions will be made as appropriate and documented in the Supplemental Mandatory Fact Sheets. Supplemental Mandatory Fact Sheets shall be prepared in conformance with PDPM Chap 21, Section 1. This scope assumes two (2) design exceptions to mandatory standards.

Exceptions to advisory design standards will be prepared detailing nonstandard design elements. Revisions will be made as appropriate and documented in the Supplemental Advisory Fact Sheets. Supplemental Advisory Fact Sheets shall be prepared in conformance with PDPM Chap 21, Section 3. This scope assumes two (2) design exceptions to advisory standards.

Deliverables

- Draft Supplemental Mandatory Fact Sheets
- Draft Supplemental Advisory Fact Sheets

12.11 Draft Roadway Plans

CONSULTANT will prepare 65 percent level layouts, profiles, super-elevation diagrams, and typical sections. Pavement type will be as defined in the pavement life cycle analysis completed during the Project Report phase. ADA upgrades for ramp intersections with arterial streets within the project limits will be based on the project scope as defined in the approved Project Report.

Deliverables

- 65% Title Sheet
- 65% Typical Cross Sections
- 65% Key Map and Line Index
- 65% Layout Plans
- 65% Removal Plans
- 65% ADL Removal and Placement Plans
- 65% Profile and Superelevation Plans
- 65% Construction Details
- 65% Contour Grading Plans

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- 65% Summary of Quantities

12.12 Draft Utility Location Plans

CONSULTANT will prepare 65 percent level utility location plans using base layout sheets, showing the location of existing utilities, delineating those that will require relocation/adjustment, and designating who will be responsible for any required adjustment/relocation. Plans will be sent to utility companies to confirm existing facilities locations and relocation limits. This Scope of Work assumes that proposed utility relocations, overhead utility undergrounding and new utility design plans will be prepared by the utility companies.

Deliverables

- 65% Utility Plans

12.13 Draft Drainage Plans

CONSULTANT will prepare 65 percent level drainage plans, profiles, and quantities based on the drainage report. The drainage, SWDR, and temporary water pollution control will be prepared in accordance with Caltrans Standard Drainage Plans and Quantity Sheets guidance.

The scope of the drainage plans is based on utilization of existing cross culverts and downstream drainage systems for tying in new or relocated drainage systems or extending existing systems. Deficient existing systems will be identified, whether due to the new or widened pavement section, different hydrology design criteria currently in place, or other reasons. Analysis and design for the upgrade of any deficient existing off-site or downstream/upstream on-site drainage facilities, if such facilities are not physically impacted by the roadway work, is not included in the Scope of Work. Deficiency upgrade of the existing on-site drainage systems within the right of way that are physically impacted as a result of the highway improvements is included in the scope of work. Deficiencies due to other reasons will be presented for a policy decision by the CITY to incorporate into the project design and construction. New regional storm drain facilities are not included in the work program.

The scope of the drainage plans/profiles and details will be designed to convey storm water run-off from the proposed and existing roadway, freeway and ramps through the use of overside drains and inlets that will be located within the interchange area, into BMPs, retention basins, etc to hold the storm water "on-site".

Treatment BMP facilities will be incorporated within the Drainage plans. Separate Temporary Water Pollution Control plans will be prepared. It is assumed that the Temporary Water Pollution Control plans will be prepared for the appropriate Risk Level based on planned construction schedule duration and the condition of the receiving waters and per the latest General Construction Permit. Erosion Control plans will be part of the Erosion Control and Highway Planting plans described elsewhere in this scope of work.

Deliverables

- 65% Water Pollution Control Plans

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- 65% Drainage Plans
- 65% Drainage Profiles
- 65% Drainage Details
- 65% Drainage Quantities

12.14 Draft Stage Construction / Traffic Handling Plans

CONSULTANT will prepare 65 percent level construction staging / traffic handling based on the concept for the Preferred Alternative in the Project Report. CONSULTANT will prepare stage construction/traffic handling plans, details and quantities to reflect the appropriate stages of construction and temporary signing/pavement delineation/ barrier placement for protection of the work zone. CONSULTANT will prepare detour (constructions area signs) plans to reflect the detour routes for freeway/ramp/arterial street closures. The scope is based on the assumption that a complete interchange closure will be expected for construction and construction work will be completed in one stage. To accommodate detouring during interchange construction, our assumption is that Eucalyptus Avenue will have been previously constructed to connect to Redlands Avenue. It is assumed that no temporary detour physical roadway improvements, temporary lighting, temporary signals or temporary communication systems will be required for any stage of construction. The construction staging and traffic handling plans will be developed to minimize disruption and impacts to adjacent residents and businesses. CONSULTANT shall provide special provisions related to stage construction / traffic handling items.

Deliverables

- 65% Stage Construction Index Plans
- 65% Traffic Handling Plans
- 65% Traffic Handling Detail Plans
- 65% Construction Area Sign Plans
- 65% Detour (Construction Area Sign) Plans
- 65% Detour Detail Plans
- 65% Stage Construction Quantity Plans

12.15 Draft Traffic Plans

CONSULTANT will prepare 65 percent level pavement delineation plans to identify locations of painted and thermoplastic stripes and markings, pavement markers, and delineators.

CONSULTANT will prepare 65 percent level Sign Plans to show existing and proposed new signs. The plans will include sign details and quantity sheets (including contractor furnished sign summary quantities). The Sign Plans will include roadside signs per Caltrans guidelines and MUTCD. It is assumed the two proposed off-ramps will each receive a lightweight overhead sign structures at the ramp termini. It is assumed four overhead sign foundations and signing will be modified in advance to the two proposed off-ramps. It is assumed two sign panels (excluding sign structure and foundations) on overhead freeway sign structures will be modified in the eastbound and westbound direction along the SR-60.

Deliverables

- 65% Pavement Delineation Plans

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- 65% Pavement Delineation Quantities
- 65% Sign Plans
- 65% Sign Details
- 65% Sign Quantites
-

12.16 Draft Highway Planting Plans

Consultant shall prepare 65 percent level plans, specifications and estimates for landscape and irrigation improvements. The plans shall be based on the approved landscape concept plan prepared by CONSULTANT under a separate task and shall be prepared at an appropriate scale in Microstation on a base map of the project site prepared by CONSULTANT under a separate task. The Planting / Irrigation Plans will be limited to the interchange within Caltrans right of way and will be included in the single PS&E bid package for the Roadway project.

Deliverables

- 65% Planting Plans
- 65% Erosion Control Plans
- 65% Planting Details
- 65% Planting Quantities
- 65% Irrigation Details
- 65% Irrigation Quantities

12.17 Draft Electrical Plans

CONSULTANT will prepare 65 percent level Electrical Plans for the project including traffic signal, lighting and sign illumination, and ramp metering systems, CONSULTANT will prepare traffic signal plans for two (2) intersections at the eastbound and westbound ramp intersections.

Traffic signal plans will include locations of traffic signal appurtenances, schedules, signal phasing and structural or foundation requirements in accordance with CITY and CALTRANS standards and design criteria. Requirements for electrical service will be coordinated with the local electric utility owner. CONSULTANT will request new addresses for each new electrical service point. Installation of traffic signal interconnect conduit and cable to the adjacent signalized intersections will be shown on the traffic signal and intersection lighting plans.

CONSULTANT will prepare lighting plans to relocate lighting along the on-ramps and off-ramps. The lighting plans will include proposed poles and fixtures, pull boxes, conduit, service locations, wiring, connection diagrams, panel schedules and meter pedestal details. Removal of existing lighting equipment will be shown on the Lighting Plans and no separate Lighting Removal Plans will be prepared.

CONSULTANT will prepare Ramp Metering plans for installation of ramp metering equipment at the 3 proposed on-ramp locations.

It is not anticipated that the project will require preparation of fiber optic communication, closed circuit television (CCTV), changeable message sign (CMS), and

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traffic monitoring station (TMS) plans. Preparation of improvement plans for these design elements are specifically excluded from the scope of work.

Deliverables

- 65% Traffic Signal Plans
- 65% Lighting and Sign Illumination Plans & Details
- 65% Metering Plans

12.18 Draft Structural Plans

CONSULTANT will prepare 65 percent level layout plans and structural details for one (1) bridge for Theodore Street Overcrossing. Bridge design will be in accordance with Caltrans Seismic Design Criteria, Bridge Design Specifications, Memos to Designers and Bridge Design Details Manual. Details and construction specifications will be prepared in accordance with Caltrans Standard Plans, Standard Specifications, and Standard Special Provisions.

An independent bridge design check will be performed by a California-registered civil engineer experienced in bridge design. The process will be similar to, but independent of the initial design process. The independent check includes design calculations, review of bridge design details, review of bridge special provisions, and bridge quantity calculations.

Any significant differences between the initial design and the independent check will immediately be resolved between the two licensed engineers until substantial agreement on the final design is achieved. Any required changes will be made to the design and construction documents.

Bridge Quantity calculations and cost estimates will be prepared with the initial design and as part of the independent check. The two estimates will be reconciled to develop the final estimate.

CONSULTANT will complete the Caltrans OSFP Consultant Quality Control Statement and submit the completed PS&E documents (checked) for review. This submittal will include the independent bridge design calculations.

Deliverables

- 65% Structures Plans
- Structure Independent Check Design Calculations

12.19 Special Provisions

CONSULTANT will prepare unedited special provisions for the construction of the roadway improvements through editing of the current Caltrans Standard Special Provisions (SSP's) in accordance with Caltrans' Ready-To-List Guide. The technical special provisions will be prepared by a California licensed civil engineer for incorporation into the construction bid documents for the overall project by the CITY.

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Deliverables

- 65% Roadway Specifications
- 65% Utility Specifications
- 65% Drainage Specifications
- 65% Stage Construction/Traffic Handling Specifications
- 65% Traffic Specifications
- 65% Highway Planting Specifications
- 65% Electrical Specifications
- 65% Structural Specifications

12.20 Cost Estimate

CONSULTANT will prepare 65% level quantity calculations and final construction cost estimates in accordance with Caltrans requirements utilizing the current edition of Caltrans Contract Cost Data book, recent construction bid data and in BEES format. Engineer's cost estimates will be prepared at each submittal stage. It is anticipated that three (3) engineer's cost estimates will be prepared for PS&E.

Deliverables

- 65% Cost Estimate in BEES format

13.0 95% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 100% PS&E

13.1 Task Management and Meetings

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual final PS&E tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures. CONSULTANT will attend and participate in seven (7) monthly PDT meetings. CONSULTANT shall prepare deliverables log and action items log. CONSULTANT shall report the progress of the work. Progress shall be based on physical percent complete such as number of drawings or deliverables

Deliverables:

- Attendance at bi-weekly project team conference calls
- Attend seven (7) PDT meetings
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Deliverables and Action Item Logs
- Milestone Progress Reports

13.2 Update Reports

CONSULTANT will update design report to incorporate changes in design based on comments provide by CATRANS after the 65% submittal.

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Deliverables

- Final Storm Water Data Report
- Final Drainage Report
- Final TMP Data Sheets
- Final Materials Report
- Final Geotechnical Design Report
- Final Structures Foundation Report
- Final Subsurface Fault Evaluation Report
- Final Supplemental Mandatory Fact Sheets
- Final Supplemental Advisory Fact Sheets

13.3 Update Roadway Plans

CONSULTANT will update Roadway Plans to incorporate changes in design based on comments and reviews provided by CALTRANS, coordination efforts and updated information after the 65% submittal.

During preparation of 95% Plan submittal, Caltrans will schedule a safety review and a constructability review of the plans. CONSULTANT will attend these review meetings, respond to comments, prepare and submit a response to comment disposition matrix.

Deliverables

- 95% Roadway Plans

13.4 Update Structure Plans

CONSULTANT will update Structures Plans to incorporate changes in design based on comments and reviews provided by CALTRANS, coordination efforts and updated information after the 65% submittal.

Deliverables

- 95% Structure Plans

13.5 Update Special Provisions

CONSULTANT will update Special Provisions to incorporate changes in design based on comments and reviews provided by CALTRANS, coordination efforts and updated information after the 65% submittal.

Deliverables

- 95% Special Provisions

13.6 Update Cost Estimate

CONSULTANT will update Cost Estimate to incorporate changes in design based on comments and reviews provided by CALTRANS, coordination efforts and updated information after the 65% submittal.

Deliverables

- 95% Cost Estimate

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14.0 100% Design Plans, Specifications, and Estimates Ready-To-List

14.1 Task Management and Meetings

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual final PS&E tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures. CONSULTANT will attend and participate in five (5) monthly PDT meetings. CONSULTANT shall prepare deliverables log and action items log. CONSULTANT shall report the progress of the work. Progress shall be based on physical percent complete such as number of drawings or deliverables

Deliverables:

- Attendance at bi-weekly project team conference calls
- Attend five (5) PDT meetings
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Deliverables and Action Item Logs
- Milestone Progress Reports

14.2 Final Roadway Plans

CONSULTANT will update Roadway Plans to incorporate changes in design based on comments and reviews provided by CALTRANS, coordination efforts and updated information after the 95% submittal. CONSULTANT will meet collectively with all participating agencies to resolve outstanding issues relative to agency comments. CONSULTANT will prepare final dispositions for each review comment for submittal to the Agencies. When revisions have been made, CONSULTANT will obtain signatures and provide the requested number of stamped plans to the CITY.

This project is anticipated to bid advertised, and awarded by the CITY, therefore CALTRANS District Office Engineer and CALTRANS Headquarter Office Engineer reviews and approvals are not required. Additional compensation will be required if the project is bid advertised, and awarded by CALTRANS, which will require additional reviews by CALTRANS District OE and HQ OE. These reviews are excluded from this scope of work.

Plan sheet format will be per CALTRANS plan sheet preparation guidelines. CONSULTANT will supply CALTRANS with an electronic version of final plans sheets for their records, however this work effort does not include meeting the strict requirements of an electronic submittal for a CALTRANS advertised and bid project.

Deliverables

- Approved 100% Roadway Plans

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14.3 Final Structure Plans

CONSULTANT will update Structures Plans to incorporate changes in design based on comments and reviews provided by CALTRANS, coordination efforts and updated information after the 95% submittal. CONSULTANT will meet collectively with all participating agencies to resolve outstanding issues relative to agency comments. CONSULTANT will prepare final dispositions for each review comment for submittal to the Agencies. When revisions have been made, CONSULTANT will obtain signatures and provide the requested number of stamped plans to the CITY.

This project is anticipated to bid advertised, and awarded by the CITY, therefore CALTRANS District Office Engineer and CALTRANS Headquarter Office Engineer reviews and approvals are not required. Additional compensation will be required if the project is bid advertised, and awarded by CALTRANS, which will require additional reviews by CALTRANS District OE and HQ OE. These reviews are excluded from this scope of work.

Plan sheet format will be per CALTRANS plan sheet preparation guidelines. CONSULTANT will supply CALTRANS with an electronic version of final plans sheets for their records, however this work effort does not include meeting the strict requirements of an electronic submittal for a CALTRANS advertised and bid project.

Deliverables

- Approved 100% Structure Plans

14.4 Final Special Provisions

CONSULTANT will update Special Provisions to incorporate changes in design based on comments and reviews provided by CALTRANS, coordination efforts and updated information after the 95% submittal. CONSULTANT will meet collectively with all participating agencies to resolve outstanding issues relative to agency comments. CONSULTANT will prepare final dispositions for each review comment for submittal to the Agencies. When revisions have been made, CONSULTANT will obtain signatures and provide the requested number of stamped specifications to the CITY. CITY will be responsible for developing "upfront" Notice to Bidders and other Construction Contract related specification to complete the specification bid package.

Deliverables

- Approved 100% Special Provisions

14.5 Final Cost Estimate

CONSULTANT will update Cost Estimate to incorporate changes in design based on comments and reviews provided by CALTRANS, coordination efforts and updated information after the 95% submittal. CONSULTANT will meet collectively with all participating agencies to resolve outstanding issues relative to agency comments. CONSULTANT will prepare final dispositions for each review comment for submittal to the Agencies. When revisions have been made, CONSULTANT will obtain approval and provide cost estimate to the CITY.

Deliverables

- Approved 100% Cost Estimate

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14.6 Resident Engineer's File

CONSULTANT will meet with the Resident Engineer (RE) and functional units and provide the following information for the RE file. This list is not comprehensive and CONSULTANT shall provide additional information as appropriate:

- Permits
- Surveying Notes
- Geotechnical (GDR) and Foundation (FDR) Reports
- Hydrology/Hydraulics Report and calculations
- Relevant correspondence and memoranda
- Engineering calculations (horizontal and vertical alignments, earthwork quantities, etc.)
- Environmental Agreements and Reports
- Summary and discussion of Environmental issues
- Traffic Management Plan and supplements
- Material Handouts
- Storm Water Data Report
- Right-of-Way Maps & Agreements
- List of Project Personnel
- Cooperative Agreements
- Bridge deck contour 4-scale plans

CONSULTANT will provide an electronic version of all RE file information.

Deliverables

- Resident Engineer's File
- Bridge Deck Contour Plans

15.0 Right of Way Legal / Plats and Appraisal Reports Complete

15.1 Task Management and Meetings

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual right of way tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures. CONSULTANT will attend and participate in two (2) monthly PDT meetings. CONSULTANT shall prepare deliverables log and action items log. CONSULTANT shall report the progress of the work. Progress shall be based on physical percent complete such as number of drawings or deliverables

Deliverables:

- Attendance at bi-weekly project team conference calls
- Attend two (2) PDT meetings

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- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Deliverables and Action Item Logs
- Milestone Progress Reports

15.2 Right of Way Requirements Map

CONSULTANT will determine right of way needs and prepare preliminary right of way requirements maps. Right of way requirements may include the need for new right of way, permanent easements, slope easements, and temporary construction easements. CONSULTANT will prepare nine (9) property exhibits identifying improvements and right of way needs for each individual parcel overlaid on aerial photography including field photography.

Deliverables:

- Draft/Final Right of Way Requirements Map
- Nine (9) individual parcel exhibits

15.3 Appraisal Map

CONSULTANT will prepare Appraisal Map at 1"=50' scale to facilitate the acquisition of nine (9) parcels necessary for the construction of the project. The Appraisal Map will cover the area sufficient to fully depict only the acquisition parcels and shall be prepared in conformance with the Caltrans Right of Way Manual.

Deliverables:

- Draft/Final Appraisal Map

15.4 Legal Descriptions

CONSULTANT will prepare legal descriptions with accompanying exhibits to be used in conjunction with Grant Deed and/or easement deed language prepared by the City in the acquisition of fee parcels. The following acquisitions are anticipated:

- Eighteen (18) partial acquisitions
- Eighteen (18) temporary construction easements

There are a total of thirty-six (36) legal descriptions, including exhibits, and traverse closures.

Deliverables:

- Thirty-six (36) Legal Descriptions and Exhibits

15.5 Right of Way Map

CONSULTANT will update Appraisal Map and prepare Right of Way Map at 1"=50' scale to facilitate the acquisition of nine (9) parcels necessary for the construction of the project. The Right of Way Map will cover the area sufficient to fully depict the acquisition parcels and shall be prepared in conformance with the Caltrans Right of Way Manual.

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Deliverables:

- Draft/Final Right of Way Map

16.0 Right of Way Acquisition Complete

16.1 Task and Management Meetings

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual right of way acquisition tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical and environmental documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures. CONSULTANT will attend and participate in two (2) monthly PDT meetings. CONSULTANT shall prepare deliverables log and action items log. CONSULTANT shall report the progress of the work. Progress shall be based on physical percent complete such as number of drawings or deliverables

Deliverables:

- Attendance at bi-weekly project team conference calls
- Attend two (2) PDT meetings
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Deliverables and Action Item Logs
- Milestone Progress Reports

16.2 Utility Coordination

CONSULTANT will coordinate and work closely with the CITY and utility companies to determine the need to relocate impacted lines, using CALTRANS policy for high and low-risk utilities. CONSULTANT will coordinate and attend up to five (5) project coordination meetings with CALTRANS, CITY and utility companies, such as Southern California Edison. It is assumed the utility companies will perform relocation design for their own facilities. CONSULTANT is responsible for coordinating electrical service points of connection with the electrical utility company. Plans for any extension of utility service facilities up to the designated service point of connection will be prepared by the utility company. Any necessary interim or permanent utility relocation plans will not be part of the PS&E package developed by CONSULTANT.

Deliverables:

- Attendance five (5) project utility coordination meetings
- Utility coordination with affected utilities within project limits

16.3 Utility Notices

CONSULTANT will prepare the following utility notices per CALTRANS Right of Way Manual, Chapter 13:

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- Utility Verification
  CONSULTANT will prepare utility record drawing request letters under CITY's letterhead for CITY to mail to affected utility owners. CONSULTANT is responsible for verification of utility facilities that may have been shown as part of the Project Report documents. CONSULTANT will attach Utility Location Plans to Utility Verification Notices.

- Positive Location (Potholing)
  CONSULTANT will perform approximately four (4)_ potholes of existing utilities, and prepare and distribute utility base maps to affected utilities. Pothole intervals for any high risk utilities shall conform to the requirements of the CALTRANS Policy Manual for High and Low Risk Utilities. A pothole location map will be prepared summarizing the planned pothole locations. Any required agency encroachment permits and traffic control plans will be prepared by the CONSULTANT.

- Claim Letter to Owner (Preliminary Utility Design and Liability Determination)
  If utilities are required to be relocated or protected in place, CONSULTANT will prepare Claim Letter to Owners and distribute prepared conflict maps to affected utilities. CITY and/or CALTRANS and Utilities will provide the prior rights determination and will also prepare a Utility Relocation Agreement (URA) and Joint Use Agreement (JUA) or Consent to Common Use Agreement (CCUA) for each prior right utility relocation within state right-of-way. CITY and/or CALTRANS will also be responsible for all negotiations with the utility companies for cost responsibility and processing the URA's for approval. URA's will also be prepared by CITY and/or CALTRANS for non-prior rights utility relocations.

- Notice to Owner (Relocation Notice)
  CONSULTANT will prepare Notice to Owner to affected utility owners based upon conflict maps and utility conflict matrix. CONSULTANT will attach conflict maps, approved utility relocation design prepared by utility owner, and approved URA, JUA, or CCUA for each affected utility owner.

Deliverables:

- Utility Verification Notices
- Utility Positive Location Notices
- Utility Claim Letter to Owner Notices
- Utility Notice to Owner Notices

16.4 Utility Relocation

CONSULTANT will develop conflict maps and utility conflict matrix identifying all conflicts with the project based upon utility verification and positive location (potholing). The utility conflict matrix will be provided to Caltrans right of ways utilities and design unit and CONSULTANT will coordinate with CALTRANS, CITY, and utility owners for relocation planning.

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If necessary, CONSULTANT will conduct a utility relocation feasibility study to evaluate existing systems and optimize relocations. CONSULTANT will develop preliminary cost estimate of relocation of affected utilities. Utility relocation final design plans will be prepared by the responsible utility company.

Deliverables:

- Utility Conflict Maps
- Utility Conflict Matrix
- Preliminary Utility Relocation Feasibility Study and Cost Estimate

16.5 Acquisition Coordination

CONSULTANT will perform the following tasks for acquisition coordination for nine (9) affected parcels:

Title Investigation Services

- Secure vesting deeds, property profile, and tax map for each property.
- Secure preliminary title reports for each property which will remain valid for a minimum of 6 months or until there is an ownership change.
- Secure copies of recorded back-up documents as needed.
- Share preliminary title information with right of way engineer, surveyor, and real estate appraisers for their use on the project.
- Prepare list of title exceptions to be cleared; confirm manner of disposition is consistent with approved project plan.
- Facilitate changes to preliminary title reports after the preparation of the legal descriptions, if necessary for partial acquisition projects.

Appraisal and Specialty Appraisal Services

- CONSULTANT will mail a notification letter and acquisition policies brochure to the property owner requesting permission to conduct an on-site inspection of the property, advising them of their right to accompany the appraiser at the time of the inspection, and requesting information regarding the property appraised which could influence the appraised value.
- Appraiser will review title information pertaining to respective ownerships and will review drawings and other pertinent information relative to the parcel.
- Appraiser will inspect each property personally with the owner (if possible) and document the inspection with photographs for use in the report.
- Appraiser will inventory all improvements affected by the proposed taking, including notes on their manner of disposition (i.e., pay-for and remove vs. move back).
- CONSULTANT will coordinate with CITY regarding the timing and need of loss of business goodwill appraisals in preparation of owner/tenant negotiations or in the event of condemnation proceedings.
- Appraiser will perform market research to support the selected appraisal methodologies and will document and confirm comparable sales information.
- Appraiser will prepare a narrative appraisal report that conforms to the Uniform Standards of Professional Appraisal Practice (USPAP). The appraisal study and report are intended to serve as an acquisition appraisal and will be prepared in a summary format consistent with the specifications for narrative appraisal reports.

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- Upon completion of the fee appraisal, CONSULTANT will facilitate a formal review by an independent appraiser in accordance with federal regulations and Caltrans procedures manual.
- CONSULTANT will receive and analyze the completed appraisal reports accordingly.
- CONSULTANT will reconcile the real estate and fixtures and equipment conclusions, as necessary.

Deliverables:

- Nine (9) Preliminary Title Reports
- Nine (9) Summary Fee Appraisals
- Nine (9) Review Appraisals

16.6 Acquisition Documentation

CONSULTANT will perform the following tasks for acquisition documentation for nine (9) affected parcels:

Negotiate Right of Way Settlement/Prepare Acquisition Documents

- Establish and maintain a complete and current record file for each ownership in a form acceptable to CALTRANS and CITY.
- Receive and analyze title information, approved appraisal reports, and legal descriptions in sufficient detail to negotiate with property owners and other parties.
- Prepare all offer letters, summary statements, and lists of compensable items of fixtures and equipment, in accordance with state or federal regulations and approval of CITY.
- Present written purchase offers to owners or their representatives in person, when possible. Secure receipt of delivery of offer as practical and present and secure tenant information statements, as applicable.
- Notify relocation agent of initiation of negotiations within 2 business days and provide appraisal information, occupant contact information, and tenant information, as necessary.
- Follow-up and negotiate with each property owner, as necessary; prepare and submit recommended settlement justifications to CITY for review and approval; review any independent appraisal secured by property owner; and coordinate reimbursement of appraisal fees (up to $5,000) with CITY. Ongoing negotiations and settlement discussions will continue for 8 weeks after the initial offer or until we reach settlement or impasse.
- Prepare and assemble acquisition contracts, deeds, and related acquisition documents required for the acquisition of necessary property interests. Legal descriptions to accompany easements or to accompany partial acquisition deeds are not included in this Scope of Work.
- Maintain a diary report of all contacts made with property owners or representatives and a summary of the status of negotiations indicating attitude of owners, problem areas, and other pertinent information. Copies of all applicable written correspondence will be maintained in files.
- Prepare an impasse letter for any parcel where, after diligent attempts to settle by negotiation, it appears eminent domain will be needed or prudent to acquire the needed interest.

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- Litigation support: in the event an acquisition is unable to be settled via voluntary means, the negotiations staff will provide a condemnation-ready case file, all relevant negotiations history and meet with City counsel as needed to provide relevant acquisition content.
- Transmit executed acquisition documents to CITY. Each transmittal package shall include a fully executed and properly notarized deed(s), fully executed acquisition contract with attachments, and a brief settlement memorandum which summarizes the pertinent data relative to the transaction.

Title Clearance Services

- Work in conjunction with escrow officer to facilitate the clearance of title matters as set forth in the settlement memorandum and escrow instructions.
- Coordinate payment of taxes due and release of liens.
- Secure full or partial reconveyance instruments from lien holders of record.
- Coordinate lost instrument bonds as may be necessary.
- Coordinate and facilitate recordation of corrective deeds to clear vesting issues.
- Secure subordination agreements from conflicting easement holders, as needed.
- All escrow fees, title insurance and other closing fees for acquiring right of way will be the responsibility of the CITY.

Escrow Coordination

If by Negotiated Settlement: Assist the escrow/title company in the following:

- Open escrow and coordinate execution of closing instructions providing for title insurance coverage at the settlement amount.
- Provide escrow officer with fully executed acquisition contract and notarized deed.
- Review settlement statement for accuracy.
- Coordinate deposit of acquisition price and estimated closing costs with escrow.
- After the closing, review the title insurance policy for accuracy.
- Prepare and mail a letter to County Assessor requesting cancellation of taxes if appropriate.

Eminent Domain Assistance

If Settlement by Eminent Domain: Assist eminent domain counsel with the following:

- Prepare a letter for the CITY signature to eminent domain counsel, requesting proceeding to condemnation.
- Provide eminent domain counsel with available right of way maps and legal descriptions, preliminary title reports and title review documents, and information on how to contact each owner or interest holder.
- Provide eminent domain counsel with a duplicate copy of the parcel file, together with a copy of the appraisal, offer to purchase, correspondence, acquisition contract, and deed as presented.
- Convert preliminary title reports to litigation guarantees for eminent domain counsels' use. Title company fees (based of the value of the interest required) are additional costs to be reimbursed by the CITY.
- Additional services in support of any formal legal proceeding that may be required for the condemnation process is not included in the this scope of work and will require a contract amendment.

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Deliverables:

- Nine (9) Parcel Acquisitions

16.7 Right of Way Certification

CONSULTANT will prepare Right of Way Certification based upon the following tasks:

- Attend certification planning meeting with CALTRANS Right of Way Local Assistance Coordinator and project team.
- Ensure appraisal maps/right of way maps and legal descriptions are all properly identified and prepared in conformance with approved right of way numbering system.
- Ensure that all interests necessary for the project have been secured and all relocation activities have been performed in compliance with applicable law and regulations.
- Prepare certification form in coordination with engineer and CITY to include the compilation of all necessary back-up documents required including; deed, final order of condemnation, access easements, cooperative agreements, permits, right of entries, etc.
- Attend and coordinate pre and post-audit submittal meetings.
- The Hazardous Substances Disclosure Document (HSDD) will be prepared by the appropriate governing agency (CITY or CALTRANS).

Deliverables:

- Right of Way Certification

PHASE 3 – BID SUPPORT SERVICES AND SERVICES DURING CONSTRUCTION

Bid support services and services during construction will be phase three of the project. The CITY will proceed with the third phase upon successful completion of phase two. Bid support services and services during construction (e.g shop drawing review, RFI's, Record Drawings, Final Survey Monumentation, etc) are not included in this scope of work and will be authorized under a separate contract amendment.

Exclusions

- 35% Plans, Specifications, and Estimate will not be prepared as the GAD will serve as this milestone.
- A Value Analysis is not anticipated as the estimated project cost is under $50 million per FHWA guidelines and therefore excluded from this scope of work.
- Separate Environmental Documentation for Edison Transmission power line relocation to shift horizontally or within a new corridor is excluded from this scope of work.
- Pavement testing, deflection, and rehabilitation/overlay will not be required.
- Edge drain plans will not be required.
- No retaining walls or sound walls will be required.
- The CITY will be responsible for reproduction of plans and specification for bidding.
- It has been assumed that private property owners will be compensated through the right of way appraisal and acquisition process for any impacts to their

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property requiring any type of demolition, new or reconstructed improvements (i.e., landscape, irrigation, entry monuments, signs, drive circulation, parking configuration, building or other structure relocation, decorative lighting, storage sheds, planters pools, etc.); therefore, no design fees have been assumed to perform field surveys or to prepare plans for any of these "off-site" improvements.

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ESTIMATED HOURS AND FEE
SR-60 AT THEODORE STREET INTERCHANGE
CITY OF MORENO VALLEY
Exhibit "B-2"

RBF CONSULTING TEAM

Task Description	Principal	Project Manager	Structural Engineer	Technical Manager	Senior Project Engineer	Landscape Architect	Project Engineer/Planner	Design Engineer	Design Technician	Technician	Clerical	2-Person Survey Crew	1-Person Survey Crew	Licensed Surveyor	Subconsultants LSA = LSA Associates, Inc. PB = Parsons Brinckerhoff LEI = Leighton & Assoc OPC = Overland Pacific US = Utility Specialists AA = Areliano Associates			Total Estimated Hours	Total Estimated Fee
	Hours																		
	$ 185	$ 216	$ 188	$ 208	$ 182	$ 183	$ 157	$ 146	$ 118	$ 96	$ 83	$ 271	$ 133	$ 198	Hrs	Sub	Dollars		
PHASE 1 - PROJECT REPORT AND ENVIRONMENTAL DOCUMENT																			
1.0 Draft Project Report Approved by Caltrans		164		72	119		94	129	100	36	19				1872		$ 236,356	2,405	$ 360,399
1.1 Task Management and Meetings		44		20	13		8	8			7							96	$ 18,080
1.2 Project Scoping		20		8			8				12				60	LSA	$ 3,726	108	$ 17,002
1.3 Project Scheduling		8		4			20								8	LSA	$ 1,270	40	$ 7,210
1.4 Project Funding Support		8			16		20			16								60	$ 8,856
1.5 Geometric Alternatives Analysis		32		20			40	80	100	20								292	$ 43,952
1.6 Traffic Analysis and Study		12													1394	PB+LSA	$ 197,094	1406	$ 199,686
1.7 Obtain Right of Entry		12													54	OPC	$ 6,552	66	$ 8,154
1.8 Selection of Locally Preferred Alternative		20		8	16			12							12	LSA	$ 2,508	68	$ 10,344
1.9 Construction Phasing Plan															142	PB	$ 21,198	142	$ 21,198
1.10 Draft Project Report		8		12	80			32										132	$ 22,576
2.0 Preliminary Engineering Studies Approved by Caltrans		180	48	52	77	20	196	467	238	88	7				1154		$ 214,234	2,527	$ 427,235
2.1 Task Management and Meetings		44		20	13		8	8			7							96	$ 19,080
2.2 Geometric Plans for Project Alternatives		20		12	16		20	40	72	32								212	$ 31,864
2.3 Drainage Assessment		12		4			30	30	30									106	$ 23,144
2.4 Storm Water Data Report															194	PB	$ 26,186	194	$ 26,186
2.5 Conceptual Stage Construction Plan		32													180	PB	$ 23,072	192	$ 29,984
2.6 Preliminary Transportation Management Plan Data Sheet															44	PB	$ 6,518	44	$ 6,518
2.7 Utility Assessment															84	US	$ 11,385	84	$ 11,385
2.8 Right of Way Data Sheets		8					8	8	24						60	OPC	$ 4,914	108	$ 11,898
2.9 Life Cycle Cost Analysis		32			8		8	20	80	24								172	$ 24,712
2.10 Preliminary Geotechnical Investigations and Evaluation															828	LEI	$ 142,160	828	$ 142,160
2.11 Structure Advance Planning Study (APS)		12	40	12	16		40	200										320	$ 81,400
2.12 Conceptual Stage Architecture		8	8				8	80										104	$ 18,864
2.13 Preliminary Landscape and Aesthetics Plan		8				20	8		32	32								100	$ 13,080
2.14 Preliminary Cost Estimates		4		4	24		16	32										128	$ 20,016
3.0 Fact Sheets for Exceptions to Design Standards Approved by Caltrans		4		4	42		32	120			8						$ -	210	$ 31,788
3.1 Fact Sheets for Exception to Design Standards		4		4	42		32	120			8							210	$ 31,788
4.0 Prepare and Circulate Draft Environmental Document		31		16	20		36	58		80	22				2764		$ 330,520	3,086	$ 377,082
4.1 Task Management and Meetings		16		7	4		2	2			2				64	LSA	$ 11,558	96	$ 15,154
4.2 Area of Potential Effects (APE) Map		4		4	12		8	32							34	LSA	$ 4,947	94	$ 11,655
4.3 Water Quality Assessment Report (WQAR)															192	LSA	$ 13,716	192	$ 13,716
4.4 Noise Study Report															316	LSA	$ 38,435	316	$ 38,435
4.5 Noise Abatement Decision Report (NADR)															126	LSA	$ 14,706	126	$ 14,706
4.6 Visual Impact Assessment (VIA)		8					30			80	20				6	LSA	$ 1,254	194	$ 24,452
4.7 Farmland Technical Memorandum															70	LSA	$ 7,308	70	$ 7,308
4.8 Draft Relocation Impact Statement (DRIS)															48	LSA	$ 5,195	48	$ 5,195

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ESTIMATED HOURS AND FEE
SR-60 AT THEODORE STREET INTERCHANGE
CITY OF MORENO VALLEY
Exhibit "B-2"

RBF CONSULTING TEAM

Task Description	Hours: Principal	Project Manager	Structural Engineer	Technical Manager	Senior Project Engineer	Landscape Architect	Project Engineer/Planner	Design Engineer	Design Technician	Technician	Clerical	2-Person Survey Crew	1-Person Survey Crew	Licensed Surveyor	Subconsultants (LSA = LSA Associates, Inc.; PB = Parsons Brinckerhoff; LEI = Leighton & Assoc; OPC = Overland Pacific; US = Utility Specialists; AA = Arellano Associates) Hrs	Sub	Dollars	Total Estimated Hours	Total Estimated Fee
	$ 136	$ 216	$ 198	$ 288	$ 162	$ 108	$ 157	$ 136	$ 118	$ 96	$ 82	$ 271	$ 193	$ 198					
4.9 Air Quality Analysis Report (AQA)															112	LSA	$ 18,310	112	$ 18,310
4.10 Paleontological Identification Paleontological Eval Rpt (PIR/PER)															78	LSA	$ 9,042	78	$ 9,042
4.11 Archaeological Survey Report (A&R/HPSR/HEIR															360	LSA	$ 39,872	360	$ 39,872
4.12 Jurisdictional Delineation (JD) Report															102	LSA	$ 13,566	102	$ 13,566
4.13 Natural Environment Study (NES)															834	LSA	$ 79,659	834	$ 79,659
4.14 DEIR for Geotech Borings		4		4	4		8	24							32	LSA	$ 3,570	74	$ 10,020
4.15 Screencheck Draft IS/EA															348	LSA	$ 41,793	348	$ 41,793
4.16 Draft IS/EA															180	LSA	$ 23,137	180	$ 23,137
4.17 Obtain Approval to Circulate															70	LSA	$ 8,277	70	$ 8,277
4.18 Circulate Draft IS/EA															82	LSA	$ 8,984	82	$ 8,984
5.0 Public Meetings and Outreach Conducted		16		8	8		8								430		$ 34,171	440	$ 42,323
5.1 Public Outreach Support and Public Meetings		16		8	8		8								430	LSA+AA	$ 34,171	440	$ 42,323
6.0 Prepare Final Env Document, Final Project Report and Obtain Env Clr		48		16	72		36	25			2				417		$ 53,578	604	$ 87,220
6.1 Task Management and Meetings		12		8	4		8	1			2				38	LSA	$ 8,628	65	$ 12,060
6.2 Prepare Response to Comments Matrix		8													138	LSA	$ 18,660	146	$ 19,788
6.3 Select Preferred Project Alternative		20					24											44	$ 8,088
6.4 Final Project Report		8		8	68			24										108	$ 18,292
6.5 Final Environmental Document															232	LSA	$ 27,568	232	$ 27,568
6.6 FONSI and NOA															9	LSA	$ 1,834	9	$ 1,834
7.0 Environmental Mitigation Negotiation and Permitting Complete															420		$ 56,308	420	$ 56,308
7.1 Resource Agency Permit Related Coordination																		0	$ -
7.2 Federal Clean Water Act and California Fish and Game Code Permits															420	LSA	$ 56,308	420	$ 56,308
8.0 Geometric Approval Drawings Complete and Approved by Caltrans				72	80		160	320									$ -	632	$ 94,976
8.1 Geometric Approval Drawings				72	80		160	320										632	$ 94,976
9.0 Design Mapping and Surveys Complete				14					122		16	144	37				$ -	333	$ 56,136
9.1 Photogrammetric Surveys				8					32		16	72	33					161	$ 28,518
9.2 Preliminary Right of Way Mapping				2					58			54	40					154	$ 17,606
9.3 Land Net Mapping and Surveys / Pre-Con Record of Survey				4					28			48	18					98	$ 13,012
10.0 Other Services Directed by the City		80		80	48		108	80	120	128								628	$ 99,556
OTHER DIRECT COSTS FOR PHASE 1																	$ 46,380		$ 115,460
Reproduction & Mileage																	$ 41,380		$ 58,380
Aerial Photogrammetry																			$ 54,180
Title Reports																	$ 4,960		$ 4,960
PHASE 1 SUBTOTAL		224	16	320	484	27	552	1190	458	448	36	16	144	37	2827		$ 271,867	11,268	$ 1,750,180

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ESTIMATED HOURS AND FEE
SR-60 AT THEODORE STREET INTERCHANGE
CITY OF MORENO VALLEY
Exhibit "B-2"

RBF CONSULTING TEAM

	Task Description	Hours																		Total Estimated Hours	Total Estimated Fee
		Principal	Project Manager	Structural Engineer	Technical Manager	Senior Project Engineer	Landscape Architect	Project Engineer/Planner	Design Engineer	Design Technician	Technician	Clerical	2-Person Survey Crew	1-Person Survey Crew	Licensed Surveyor	Subconsultants LSA = LSA Associates, Inc. PB = Parsons Brinckerhoff LEI = Leighton & Assoc OPC = Overland Pacific US = Utility Specialists AA = Arellano Associates					
		$ 235	$ 211	$ 138	$ 218	$ 182	$ 139	$ 157	$ 146	$ 118	$ 95	$ 60	$ 271	$ 103	$ 198	Hrs	Sub	Dollars			
	PHASE 2 - FINAL PLANS, SPECIFICATIONS, AND ESTIMATE																				
11.0	35% Design Plans, Specifications, and Estimate Authorized by Caltrans to Proceed to 65% PS&E (Not Required)																			0	$ -
12.0	65% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 95% PS&E		509	68	473	368	232	1400	1652	1032	808	38	204		72	974		$ 153,922	7,828	$ 1,227,086
12.1	Task Management and Meetings		188		88	55		28	21			30							490	$ 80,374
12.2	Design Surveys				7						36		204		72				319	$ 74,886
12.3	Landscape and Aesthetics Plan				24		50			60									144	$ 21,792
12.4	Bridge Site Data Submittal				8			24		16									48	$ 7,800
12.5	Bridge Type Selection			24		60			40	80									204	$ 29,512
12.6	Storm Water Data Report															162	PB	$ 22,686	162	$ 22,686
12.7	Drainage Report				8	12		72	88	40									220	$ 32,960
12.8	Transportation Management Plan Data Sheet															50	PB	$ 7,802	50	$ 7,802
12.9	Geotechnical Design and Reports															296	LEI	$ 52,534	296	$ 52,534
12.10	Supplemental Fact Sheets for Exception to Standards for PS&E				6			40	60			6							112	$ 17,152
12.11	Draft Roadway Plans																			
	Title Sheet							4	2		6								12	$ 1,486
	Typical Cross Sections		12		12			40	32		32								132	$ 20,304
	Key Map and Line Index							4	4		4								12	$ 1,688
	Layout Plans		40		36			120	112		112								420	$ 64,788
	Removal Plans				8			18	18		18								44	$ 7,076
	ADL Removal and Placement Plans				8			14	16		14								52	$ 8,762
	Profile and Superelevation Plans		12		12			40	28		32								124	$ 18,420
	Construction Details		24		24			56	96		80								280	$ 41,192
	Contour Grading Plans		40		28			112	120		100								400	$ 59,848
	Summary of Quantities		24		24			80	80		80								288	$ 40,336
12.12	Draft Utility Plans		18		24			40	40		40					58	US	$ 9,736	218	$ 35,584
12.13	Draft Drainage Plans																			
	Water Pollution Control Plans					4		24	44	24									96	$ 13,872
	Drainage Plans					12		64	104	70									240	$ 35,866
	Drainage Profiles					8		40	75	50									173	$ 24,428
	Drainage Details					10		80	120	20									230	$ 34,080
	Drainage Quantities					12		40	96	64									212	$ 30,792
12.14	Draft Stage Construction/Traffic Handling Plans																			
	Stage Construction Index Plans															44	PB	$ 7,084	44	$ 7,084
	Traffic Handling Plans															214	PB	$ 31,329	214	$ 31,329
	Construction Area Signs															36	PB	$ 5,783	36	$ 5,783
	Temporary Signal Plans (Not Required)																		0	$ -
	Detour (Temp Rdwy) Plans / Profiles (Not Required)																		0	$ -
	Detour (Construction Area Sign) Plans															40	PB	$ 6,105	40	$ 6,105
	Detour Details															21	PB	$ 3,007	21	$ 3,007
	Stage Construction Quantities															51	PB	$ 7,856	51	$ 7,856

MV00209660

ESTIMATED HOURS AND FEE
SR-60 AT THEODORE STREET INTERCHANGE
CITY OF MORENO VALLEY
Exhibit "B-2"

RBF CONSULTING TEAM

Subconsultants
LSA = LSA Associates, Inc.
PB = Parsons Brinckerhoff
LEI = Leighton & Assoc
OPC = Overland Pacific
US = Utility Specialists
AA = Arellano Associates

	Task Description	Hours																		Total Estimated Hours	Total Estimated Fee
		Principal	Project Manager	Structural Engineer	Technical Manager	Senior Project Engineer	Landscape Architect	Project Engineer/Planner	Design Engineer	Design Technician	Technician	Clerical	2-Person Survey Crew	1-Person Survey Crew	Licensed Surveyor	Sub	Dollars				
		$ 315	$ 218	$ 188	$ 208	$ 182	$ 138	$ 187	$ 146	$ 118	$ 88	$ 68	$ 271	$ 133	$ 198	Hrs					
12.16	Draft Traffic Plans																			202	$ 38,306
	Pavement Delineation Plans		16		8			16	32		32									40	$ 6,860
	Pavement Delineation Overlays				2			12	12		12									38	$ 6,520
	Sign Plans		16		28			36	72		48									200	$ 30,528
	Sign Details				8			12	28		16									64	$ 8,384
	Sign Quantities		10		12			24	12		20									78	$ 13,252
12.16	Draft Highway Planting Plans																				
	Planting Plans / Erosion Control Plans						68			92										160	$ 20,240
	Planting Details / Quantities						12			28										40	$ 4,860
	Irrigation Plans						68			92										160	$ 20,240
	Irrigation Details / Quantities						12			28										40	$ 4,860
12.17	Draft Electrical Plans																				
	Electrical - Traffic Signal Plans		20		12			50	28		30									140	$ 23,870
	Electrical - Lighting & Sign Illumination Plans & Details		36		36			84	60		84									360	$ 57,264
	Electrical - Ramp Metering Plans		12		12			28	30		18									100	$ 16,012
	Fiberoptic			40		160			120	360										680	$ 83,440
12.18	Draft Structure Plans		40	3	30	28	8	128												237	$ 42,156
12.19	Special Provisions		12			16	4	80	36	8										142	$ 22,656
12.20	Cost Estimate																				
	90% Design Plans, Specifications, and Estimates Authorized by Caltrans																				
13.0	to Proceed to 100% PS&E		118	72	88	383	44	343	446	324	168	8				334		$ 47,843	2,321	$ 339,895	
13.1	Task Management and Meetings		56		28	12		7	6			8							121	$ 28,390	
13.2	Update Reports					8		20	40	84						336	PB+LEI	$ 27,584	392	$ 41,280	
13.3	Update Roadway Plans		32		16			54	64		96								261	$ 38,848	
	Update Utility Plans							8	16							27	US	$ 4,192	51	$ 7,704	
	Update Drainage Plans				2	48		36	80	84									250	$ 38,883	
	Update Stage Construction/Traffic Handling Plans															112	PB	$ 16,127	112	$ 16,127	
	Update Traffic Plans		12		8			28	28		40								116	$ 17,060	
	Update Highway Planting Plans						32			48									80	$ 10,080	
	Update Electrical Plans		16		4			32	12		24								88	$ 11,814	
13.4	Update Structure Plans			40		280			160	120									600	$ 90,400	
13.5	Update Special Provisions		20	32	24	8	8	72											164	$ 30,472	
13.6	Update Cost Estimate					22	4	32	40	8									106	$ 15,924	
14.0	100% Design Plans, Specifications, and Estimates Ready-To-List		84	36	64	108	28	278	184	104	140	8				233		$ 33,911	1,273	$ 194,801	
14.1	Task Management and Meetings		30		18	10		4	6			8							76	$ 14,842	
14.2	Final Roadway Plans		28		24	28	18	136	140	36	136					233	PB	$ 33,911	779	$ 110,779	
14.3	Final Structure Plans			16		42			40	60									158	$ 22,608	
14.4	Final Special Provisions		16	20	20	8	8	36											108	$ 20,608	
14.5	Final Cost Estimate			4		10	4	32		8									58	$ 6,892	
14.6	Resident Engineer's File		12	8		16		72											102	$ 16,864	
15.0	Right of Way Legal/Plats and Appraisal Reports Complete		18		66	6		131	2	48	384	3			182			$ -	839	$ 118,112	

MV00209661

ESTIMATED HOURS AND FEE
SR-60 AT THEODORE STREET INTERCHANGE
CITY OF MORENO VALLEY
Exhibit "B-2"

RBF CONSULTING TEAM

Task Description	Hours														Subconsultants LSA = LSA Associates, Inc. PB = Parsons Brinckerhoff LEI = Leighton & Assoc OPC = Overland Pacific US = Utility Specialists AA = Arellano Associates			Total Estimated Hours	Total Estimated Fee
	Principal	Project Manager	Structural Engineer	Technical Manager	Senior Project Engineer	Landscape Architect	Project Engineer/Planner	Design Engineer	Design Technician	Technician	Clerical	2-Person Survey Crew	1-Person Survey Crew	Licensed Surveyor	Hrs	Sub	Dollars		
	$ 305	$ 216	$ 128	$ 208	$ 162	$ 138	$ 137	$ 146	$ 110	$ 96	$ 68	$ 273	$ 133	$ 138					
15.1 Task Management and Meetings		18		9	6		3	21			1							42	$ 3,440
15.2 Right of Way Requirement Maps				2			40		48	72								224	$ 31,808
15.3 Appraisal Map				2						40				12				54	$ 8,740
15.4 Legal Descriptions				14						132				144				390	$ 50,661
15.5 Right of Way Map				15			48			80				6				150	$ 20,691
16.0 Right of Way Acquisition Complete		12		6	4		2	1			2				608		$ 62,465	635	$ 87,899
16.1 Task Management and Meetings		12		6	4		2	1			2							27	$ 5,634
16.2 Utility Coordination															8	US	$ 1,159	8	$ 1,159
16.3 Utility Notices															20	US	$ 3,145	20	$ 3,145
16.4 Utility Relocations															64	US	$ 7,308	64	$ 7,308
16.5 Appraisal Coordination															443	OPC	$ 44,115	443	$ 44,115
16.6 Acquisition Documentation															40	OPC	$ 4,120	40	$ 4,120
16.7 Right of Way Certification															33	OPC	$ 2,569	33	$ 2,569
OTHER DIRECT COSTS FOR PHASE 2:																	$ 75,550		$ 99,550
Reproduction & Mileage																	$ 4,000		$ 28,000
Appraisals and Review Appraisal																	$ 71,550		$ 71,550
Utility Potholes																			$ 4,000
PHASE 2 SUBTOTAL		744	184	828	870	324	2152	3201	1408	1492	84	204		234	2140		$ 372,791	5270	$ 2,047,745
TOTAL ESTIMATED HOURS AND BUDGET		1,056	632	1027	1136	324	3804	3464	1648	1638	318	258	144	331	2970		$ 1,144,757	16406	$ 3,777,327

MV00209662

SR-60/Theodore Street Interchange Improvement Project
Project Approval and Environmental Document Phase
Milestone Payment Schedule
June 12, 2013

Task	Begin	End	Duration	Cost
PHASE 1 - PROJECT REPORT AND ENVIRONMENTAL DOCUMENT				
1.0 Draft Project Report Approved by Caltrans	7/15/2013	8/1/2014	13	$360,399
2.0 Preliminary Engineering Studies Approved By Caltrans	10/1/2013	5/1/2014	7	$427,235
3.0 Fact Sheets for Exceptions to Design Standards Approved By Caltrans	10/1/2013	5/1/2014	7	$31,788
4.0 Prepare and Circulate Environmental Document	10/1/2013	8/1/2014	10	$377,082
5.0 Public Meetings and Outreach Conducted	5/1/2014	10/1/2014	5	$42,323
6.0 Prepare Final Environmental Document, Final Project Report, and Obtain Environmental Clearance	8/1/2014	3/1/2015	7	$87,220
7.0 Environmental Mitigation Negotiation and Permitting Complete	8/1/2014	3/1/2015	7	$56,308
8.0 Geometric Approval Drawings Complete and Approved By Caltrans	1/1/2014	8/1/2014	7	$94,676
9.0 Design Mapping and Surveys Complete	7/1/2013	1/1/2014	6	$58,136
10.0 Other Services Directed by the City				$99,556
OTHER DIRECT COSTS FOR PHASE 1				$115,460
PHASE 1 SUBTOTAL				$1,750,183

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SR-60/Theodore Street Interchange Improvement Project

Project Approval and Environmental Document Phase

Milestone Payment Schedule

June 12, 2013

PHASE 2 - FINAL PLANS, SPECIFICATIONS, AND ESTIMATE				
11.0 35% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 65% PS&E				$0
12.0 65% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 95% PS&E	5/1/2014	1/1/2015	8	$1,227,086
13.0 95% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 100% PS&E	1/1/2015	8/1/2015	7	$339,895
14.0 100% Design Plans, Specifications, and Estimates Ready-To-List	8/1/2015	12/31/2015	5	$194,601
15.0 Right of Way Legal/Plats and Appraisal Reports Complete	1/1/2014	1/1/2015	12	$118,112
16.0 Right of Way Acquistion Complete	1/1/2014	12/31/2015	24	$67,899
OTHER DIRECT COSTS FOR PHASE 2				$99,550
PHASE 2 SUBTOTAL				$2,047,143
TOTAL BUDGET				$3,797,326

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RBF CONSULTING

LABOR RATE SCHEDULE
SR-60/THEODORE STREET INTERCHANGE
PROFESSIONAL PLANNING AND ENGINEERING SERVICES

June 25, 2013

STAFF NAME	CLASSIFICATION	PROJECT ROLE	RANGE OF DIRECT HOURLY RATES		INITIAL DIRECT HOURLY RATE	FULLY LOADED HOURLY RATE
			LOW	HIGH		
Steve Huff	Principal	Principal			$115.85	$334.82
Tim Hale	Project Manager	Project Manager			$75.56	$316.14
Darin Johnson	Senior Technical Manager	Engineering Lead			$91.35	$268.42
Josue Vaquerizo	Project Engineer	Roadway Design			$63.56	$157.38
Carole Davis	Senior Project Engineer	Project Report			$35.00	$161.61
Alan Su	Project Engineer	Cost Estimates			$83.00	$155.73
Patrick Cruz	Design Technician	Roadway Design			$40.00	$117.53
Rebecca Kelcher	Design Technician	Life Cycle Cost Analysis			$36.55	$107.40
Daniel David	Technician	Drafting			$27.50	$80.80
Ramy Ratziaff	Project Engineer	Engineering QC			$52.61	$152.82
Jennifer Chan	Design Engineer	Roadway Design			$48.88	$143.54
Steven Nguyen	Technician	Roadway Design			$32.70	$96.06
Carlos Ortiz	Technical Manager	Traffic Lead			$89.43	$262.77
Gary Tolmie	Design Engineer	Traffic Engineer			$40.90	$120.18
Antonio Salas	Technician	Traffic Engineer			$29.95	$88.00
						$0.00
Brad Losey	Project Engineer	Drainage Lead			$49.76	$146.21
Barbara Veasley	Project Engineer	Drainage Engineer			$52.06	$152.79
Amos Lantin	Technical Manager	Water Quality Lead			$98.08	$288.19
Terrence Chen	Design Engineer	SWDR			$44.17	$129.79
Kevin Evarts	Design Technician	SWDR			$39.12	$114.95
Brad Mielke	Structural Engineer	Structures Lead			$98.08	$288.19
Sal Sheikh	Structural Engineer	Structural Engineer			$64.00	$188.05
Jessica Mosquera	Project Engineer	Structures Engineer			$50.61	$148.85
Tihomir Kirilov	Project Engineer	Independent QC			$50.73	$149.06
Ciprian Stelea	Design Engineer	Structures Engineer			$44.50	$130.78
Cathy Johnson	Landscape Architecture	Aesthetics			$46.85	$137.66
Daniel Baxter	Design Engineer	Aesthetics			$35.31	$103.75
Robert Klekner	Project Planner	Aesthetics			$40.85	$120.02
Kristen Bonon	Project Planner	Visual Impact Assessment			$35.28	$103.66
Tracy Worth	Technician	VIA/Aesthetics			$26.25	$77.13
Larry Poman	Licensed Surveyor	Design Surveys & Maps			$67.31	$197.78
John Duquet	Design Engineer	Right of Way Mapping			$49.50	$145.45
Amanis Urena	Technician	Right of Way Mapping			$24.60	$72.35
Paul Schell	Party Chief	Surveyor			$46.96	$137.96
Matt Nees	Instrument Man	Surveyor			$45.08	$132.49
Amy Bardos	Clerical				$21.50	$63.17

INDIRECT COST	
Overhead	116.77%
General & Admin	50.35%
Total	**167.12%**

FEE (PROFIT)	10%

Escalation Per Year =			
Year	# of Months		Value
2014	12		0.00%
2015	12		0.00%
2016	12		0.00%
2017	0		0.00%
TOTAL	36		0.00%

EXHIBIT B-3

LSA ASSOCIATES, INC

LSA

LSA ASSOCIATES, INC.
20 EXECUTIVE PARK, SUITE 200
IRVINE, CALIFORNIA 92614

949.553.0666 TEL
949.553.8076 FAX

BERKELEY
CARLSBAD
FORT COLLINS
FRESNO
PALM SPRINGS
PT. RICHMOND
RIVERSIDE
RONCHO
SAN LUIS OBISPO

June 14, 2013

Tim Haile, P.E.
RBF Consulting
3300 East Guasti Road, Suite 100
Ontario, CA 91761

Subject: Theodore/SR 60 Interchange Environmental Scope of Work

Dear Mr. Haile:

LSA Associates, Inc. (LSA or CONSULTANT) is pleased to provide you with this scope of work to provide environmental documentation for the improvements to the Theodore/SR-60 Interchange project in the City of Moreno Valley.

We anticipate, based on the Preliminary Environmental Analysis Report (PEAR) prepared for the proposed project, the level of environmental documentation environmental clearance of the project under both CEQA and NEPA to be an Initial Study/ Environmental Assessment (IS/EA) leading to a Mitigated Negative Declaration/Finding of No Significant Impact (MND/FONSI) with the following supporting technical studies:

- Air Quality and Greenhouse Gases
- Noise
- Natural Environment Study (NES)
- Cultural and Paleontological Resources
- Farmland Technical Memorandum
- Geotechnical
- Phase I Hazardous Materials
- Relocation Impact Statement
- Water Quality
- Visual Resources
- Traffic
- Water Quality

Environmental analyses will be performed to meet CEQA and NEPA requirements, and in accordance with the environmental review process for transportation projects, FHWA guidelines, and the Caltrans Standard Environmental Reference (SER). We will meet with Caltrans to scope the technical studies and address any comments made on draft environmental documents.

The scope of work presented below is based on the PEAR and LSA's extensive knowledge of the project area. LSA understands the Client will contract separately to prepare a traffic study, Visual Impact Assessment (VIA), and Initial Site Assessment (ISA). The Client will prepare a Floodplain Encroachment Summary and the Area of Potential (APE) map. All these studies will be provided to LSA in PDF format for inclusion in the environmental document.

The purpose of the proposed project is to reconstruct and improve the interchange at SR-60 and Theodore Street in order to correct existing geometric deficiencies, increase capacity, and improve operations. The challenge of this project is to balance the needs of the traveling public with the physical disruptions to the natural, built, and human environment. The only development existing

within or adjacent to the project site consists of existing roadway facilities, an industrial/warehousing facility (Skechers) to the southwest, and one single-family residence to the northeast.

There are Edison power lines that will require relocation because of impacts of the proposed project. The environmental effects of relocating these poles will be covered in the Area of Potential Effect (APE) map and technical and environmental documents (IS/MND and EA/FONSI).

The environmental factors that could affect cost and schedule for this proposed project include the anticipated permit processes (NPDES/SWPPP approvals through the Santa Ana RWQCB and encroachment permits) and potential permit processes (regulatory permits from the ACOE, RWQCB, and CDFW). Other factors include the need for additional technical studies, or the identification of cultural or biological resources resulting in unanticipated mitigation requirements. The environmental document would be prepared based on technical studies completed and approved for the proposed project, as well as any additional studies in the vicinity. For this proposed project, special considerations may entail resource agency permits, the potential for hazards/hazardous materials within the proposed project limits, and pre-construction biological resource surveys.

According the Moreno Valley General Plan EIR (Table and Figure 5.10-1) the area of potential effect of the proposed alternatives contains three potential historic resources in the northeast quadrant of the interchange that will require evaluation for potential historic effects. A Historic Property Survey Report (HPSR) that includes an Archaeological Survey Report (ASR) and a Historical Resources Evaluation Report (HRER), to evaluate effects to any historic structures or resources in the area of potential effect will be prepared.

Of greatest concern are the project alternatives effects on biological resources. The biological resource studies will also consider the requirements regarding covered species and covered activities identified in the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) which is relevant to the proposed project. Under the requirements of the MSHCP, certain studies or analyses and reports may be required to ensure that the project has achieved consistency with all MSHCP requirements. For this project, studies and findings will include: focused species surveys for burrowing owl, Los Angeles pocket mouse, riparian birds; habitat assessment for fairy shrimp and bats; a jurisdictional delineation; MSHCP Equivalency Finding; MSHCP Determination of Biologically Equivalent or Superior Preservation (DBESP); and functions and values analyses for any riverine/riparian areas or vernal pools.

Caltrans is a participating jurisdiction, or a "Permittee" of the MSHCP, and receives "take" authorization, as long as the project is in compliance with the MSHCP. However, if a non-participating entity requires a take permit from the USFWS in Riverside County, Section 7 Consultation would be required for those impacts. However, the USFWS has agreed that this Section 7 Consultation would be an expedited consultation process and would not require any additional mitigation beyond that required under the MSHCP.

There is the potential for the built alternative to effect a blue line stream that drains into Mystic Lake located east of the interchange between Theodore and Gilman Springs. This stream contains vegetation that may be habitat for riparian bird species. A jurisdictional "waters of the U.S." determination will be prepared according to current Corps standards. Finally, we will determine the extent of any streambed and associated riparian areas are subject to review by California Department of Fish and Wildlife under Section 1600 et seq. of the Fish and Game Code.

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SCOPE OF WORK

Environmental analyses will be performed for two (2) build alternatives to meet CEQA and NEPA requirements, and in accordance with the environmental review process for transportation projects, FHWA guidelines, and the Caltrans Standard Environmental Reference (SER). All technical studies and the environmental document will be reviewed by Caltrans. For purposes of this scope, one round of internal CONSULTANT project team review and two (2) rounds of Caltrans review are anticipated for each deliverable. The level of effort for the technical studies and the environmental document assumes providing no more than two bound hard copies, one unbound hard copy, and the remainder of the copies on CD for each submittal.

CONSULTANT has prepared a PEAR that has been submitted to Caltrans for review but not approved (signed). The scope of work presented below is based on the draft PEAR and CONSULTANT's extensive knowledge of the project area.

The Environmental Document will be prepared in accordance with the Caltrans SER, FHWA Technical Advisory T6640.8A, and 23 CFR 771. This scope of work is based on the IS/EA Annotated Outline dated October 1, 2012). CONSULTANT will prepare an Environmental Document incorporating an environmental checklist, technical analyses, a discussion of critical environmental issues identified, an analysis of the cumulative effects of the project, mitigation measures, and a list of potential permits required. CONSULTANT shall prepare, as separate deliverables in advance of the screencheck draft ED Caltrans approval, the project Purpose and Need and the Project Description.

The Purpose and Need and Project Description that will be circulated to Caltrans for review and approval will be a concise document that is appropriate for use in the technical studies. The Caltrans SER IS/EA template requires a more expanded Purpose and Need and Project Description in Chapter 1 of the IS/EA, which will be developed later in the process.

1.0 ENVIRONMENTAL TECHNICAL STUDIES

1.1 Task Management and Meetings

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual environmental tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical and environmental documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures, including the 5-step NEPA QC process. CONSULTANT will attend and participate in ten (10) monthly PDT meetings. A Project kick-off meeting with key personnel and CONSULTANT team personnel will be held just prior to NTP to discuss project goals, objectives, lines of communication, and schedule.

Deliverables:

- Attendance at bi-weekly project team conference calls
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Attend 10 PDT meetings

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1.2 Project Scoping

LSA will prepare a Scoping Document at the outset of the environmental process that will identify the assumptions for each of the technical studies. This document will be presented to Caltrans staff after review by the Client. The objective is to get Caltrans' concurrence on the assumptions used in the analysis for each one the technical subjects so there is limited exposure to misunderstandings between Caltrans and LSA as to what the technical studies are to contain and how the analysis is to be conducted. This will protect the Client, LSA, and Caltrans if disagreements among technical experts occur during the review of the technical studies and environmental document. LSA will attend one meeting with Caltrans and the Client to present the scoping document.

Deliverables:

- Preparation of a Scoping Document – 10 hard bound copies
- Attendance at one (1) meeting with Caltrans to present the Scoping Document.
- Attendance at one meeting with the Project Team to discuss the schedule.

1.6 Traffic Analysis and Study

LSA will review the traffic analysis (prepared by others) and coordinate with RBF Consulting regarding the traffic data required for use as the basis for preparing the Air Quality Analysis, the Noise Study Report, the project description, and the traffic section for the environmental document.

1.8 Selection of Locally Preferred Alternative

LSA will provide environmental support to RBF Consulting for identification of the Locally Preferred Alternative.

4.0 PREPARE AND CIRCULATE DRAFT ENVIRONMENTAL DOCUMENT

4.1 Task Management and Meetings

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual environmental tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical and environmental documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures, including the 5-step NEPA QC process. CONSULTANT will attend and participate in four (4) monthly PDT meetings. A Project kick-off meeting with key personnel and CONSULTANT team personnel will be held just prior to NTP to discuss project goals, objectives, lines of communication, and schedule.

Deliverables:

- Attendance at bi-weekly project team conference calls
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Attend 4 PDT meetings

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4.2 Area of Potential Effects (APE) Map

In consultation with Caltrans, CONSULTANT will develop an Area of Potential Effects (APE) map on a base map provided by the project engineer. The APE map will depict the existing topography; grading limits; borrow and staging areas; relocation of the Edison power poles, temporary construction easements; existing and proposed right-of-way; existing and proposed roadway geometrics; parcel boundaries and numbers, as needed; evaluated buildings and structures; a scale in U.S. Customary Units; a north arrow; sound and/or retaining walls, if any; conceptual Best Management Practices (BMPs); the APE boundary; a signature block; a legend; and all other Caltrans format requirements per the SER (January 2011). Per Caltrans, the map will be at scale of 1 inch = 200–400 ft (a scale of 1 inch = 200 ft is preferable). The map identifies the entire area that is archaeologically and architecturally surveyed for the project.

Deliverables

- Draft/Final Area of Potential Effects (APE) Map

4.3 Water Quality Assessment Report (WQAR)

CONSULTANT will prepare a WQAR for the project that follows the Caltrans November 2011 Water Quality Assessment Report Content and Recommended Format. The WQAR will discuss watershed characteristics, groundwater hydrology, regulatory requirements, pollutants of concern, and receiving waters conditions, objectives, and beneficial uses. The report will also discuss design pollution prevention Best Management Practices (BMPs), construction site BMPs, and treatment BMPs that are applicable to the project alternatives per Caltrans Storm Water Quality Handbooks Project Planning and Design Guide. Information to be obtained from the SWDR and incorporated into the WQAR includes, but is not limited to, proposed BMPs, disturbed soil area, and new impervious surface area for each alternative. The project's potential impact on water quality will be evaluated and mitigation measures necessary to prevent adverse water quality impacts will be identified. In addition, rough hydrologic calculations (suitable for determination of estimated storm water runoff volumes) based upon topography and preliminary engineering plans will be provided by the project engineer and incorporated into the WQAR.

Deliverables:

- Draft/Final WQAR - 6 hard copies of the Draft and Final and one CD-ROM.

4.4 Noise Study Report

CONSULTANT will address issues related to the traffic noise impact for use in the Environmental Document. A Noise Study Report (NSR) will be prepared to analyze two (2) build and a no build alternatives. The study will comply with Caltrans Traffic Noise Analysis Protocol (August 2011) requirements. Tasks to be completed by CONSULTANT include:

- Conduct a site visit to identify frequent human use areas, existing property walls, existing noise sources, and possible locations for the noise barriers.
- Prepare a work plan for Caltrans review and approval. The work plan will identify noise measurement sites, land use type in the study area, study methodology, and traffic volumes that will be used for the noise impact analysis.

MV00209671

- Conduct short-term noise measurements to determine the existing background noise levels in the study area and to calibrate the traffic noise model. Noise measurements will be conducted in accordance to the guidelines specified in the Caltrans' Technical Noise Supplement - A Technical Noise Supplement to the Traffic Noise Analysis Protocol (TeNS). Noise measurements will be conducted using Type 1 (precision) noise monitoring equipment. Traffic volumes will be recorded during short-term noise measurements which will be used to calibrate the traffic noise model.
- Use the FHWA Traffic Noise Model (TNM) version 2.5 to compute traffic noise levels of the future two build alternatives and the future no build alternative when there are existing major roadways in the proposed alignment. Areas where the traffic noise levels would approach or exceed Noise Abatement Criteria will be identified.
- Use the Level of Service C/D volumes for the main lanes and the actual 2035 traffic volumes for the ramps to determine traffic noise impacts. However, ramp traffic will be capped at 1,000 vehicles per hour per lane.
- Identify noise barriers that would provide feasible noise abatement for the impacted frequent human use areas.
- Conduct reasonableness analysis in accordance with Caltrans guidelines to determine the reasonableness cost allowance for the feasible noise barriers.
- Analyze construction noise and vibration impacts in general terms because detailed construction activities and their sequences will not be available at the time of the study.
- Prepare a Noise Study Report to summarize noise measurement results, noise impact analysis results, feasible noise abatement measures, and reasonableness cost allowance for each feasible noise barrier. Figures will also be prepared that will show noise measurement sites, noise modeling sites, land use, as well as the location and minimum heights of the sound walls that would provide feasible abatement.
- Prepare a noise section of the environmental document to present the results of the noise impact analysis and proposed mitigation measures to minimize noise impacts.

Assumptions:

- Conduct short-term noise measurements to determine the existing background noise levels in the study area and to calibrate the traffic noise model at 10 sites within the APE.
- Use FHWA Traffic Noise Model (TNM) version 2.5 to compute traffic noise levels of the future 2 build alternatives and the future no build alternative.

Deliverables:

- Draft/Final NSR - 6 hard copies of the Draft and Final and one CD-ROM.

4.5 Noise Abatement Decision Report (NADR)

CONSULTANT will prepare a Draft Noise Abatement Decision Report (NADR) following criteria described in the California Traffic Noise Protocol for New Highway Construction and Reconstruction Reports, and the Technical Noise Supplement (TeNS). To determine whether a noise abatement measure is reasonable, CONSULTANT will evaluate noise reduction design goal and conduct a cost-benefit analysis. Additionally, sound wall surveys will be prepared for review by Caltrans for properties which would be affected by sound wall construction. The approved sound wall surveys will be mailed to affected property owners during the public review period of the Draft ED.

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A Final NADR will be prepared that incorporates the results of the sound wall surveys and final determinations regarding reasonable and feasible walls. The NADR is a design document that must be signed by the Project Engineer.

Assumptions:

- Assumes up to 25 mailings.

Deliverables:

- Draft/Final NADR - 6 hard copies of the Draft and Final and one CD-ROM.

4.6 Visual Impact Assessment

The VIA is being prepared by RBF. LSA will review the VIA for use as the basis for preparing the Visual Impact Section of the Draft IS/EA.

4.7 Farmland Technical Memorandum

According to the California Department of Conservation's 2010 map denoting *Riverside County Important Farmland*, the northeastern quadrant of the project site is designated as Prime Farmland and Farmland of Statewide Importance. If farmlands will be disrupted by the proposed project, CONSULTANT will prepare Form AD 1006 for submittal to Caltrans. The results determine if mitigation will be required. The Land Evaluation and Site Assessment (LESA), originally developed by the NRCS, will be used for quantifying the merits of retaining, in agricultural use, parcels proposed for conversion.

Assumptions:

- Assumes Form AD 1006 for submittal to Caltrans will be prepared if farmlands will be disrupted by the proposed project.

Deliverables:

- Draft/Final Farmland Technical Memorandum - 6 hard copies of the Draft and Final and one CD-ROM.

4.8 Draft Relocation Impact Statement (DRIS)

A Draft Relocation Impact Statement (DRIS) will be prepared in accordance with Chapter 602, Relocation Impact Documents, of the Caltrans Relocation Assistance and Housing Procedures Manual. This task includes a site visit, research, and preparation of the DRIS, including exhibits. The study will include the following items for all alternatives being studied:

- Number and type of residential and nonresidential displacements
- Current and anticipated availability of relocation resources
- A discussion of any relocation problems specific to this project, along with suggested solutions to those problems

After a preferred alternative has been selected, if required, a Final Relocation Impact Statement (FRIS) will be prepared in conjunction with the final environmental document.

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Both the DRIS and the FRIS depend upon the provision of accurate Right of Way Data Sheets prepared by CONSULTANT. Interviewing the affected owners and tenants and appraising the displaced properties, or portions thereof, shall be the responsibility of Caltrans as they are typically done after completion of the PA/ED phase.

Assumptions:

- Interviewing the affected owners and tenants and appraising the displaced properties, or portions thereof, shall be the responsibility of CALTRANS as they are typically done after completion of the PA/ED phase.

Deliverables:

- Draft/Final Relocation Impact Statement - 6 hard copies of the Draft and Final and one CD-ROM.

4.9 Air Quality Analysis Report (AQA)

CONSULTANT will conduct an air quality analysis to satisfy CEQA, state and federal environmental requirements, and conformity provisions of the Clean Air Act Amendments (CAAA) to support the environmental document. The proposed project is located within the South Coast Air Basin (SCAB) region of Riverside County. Therefore, the project is subject to the South Coast Air Quality Management District's (SCAQMD) rules and regulations.

The Air Quality Analysis Report will be prepared in accordance with the following protocols/guidelines: Caltrans Transportation Project-Level Carbon Monoxide Protocol, FHWA/EPA Transportation Conformity Guidance for Quantitative Hot-spot Analyses in PM2.5 and PM10 Nonattainment and Maintenance Areas, FHWA Interim Guidance on Air Toxic Analysis in NEPA Documents, and Caltrans' policy on greenhouse gas emissions. The Air Quality Report will also analyze and discuss the presence/ absence of asbestos-containing structures/roadway affected by the Project and construction-related impacts. In addition, the proposed project's short-term construction and long-term operational impact on global warming and climate change will be discussed.

The Air Quality Report will include the project listings from the latest Regional Transportation Plan (RTP), Federal Transportation Improvement Program (FTIP), and Federal Statewide Transportation Improvement Program (FSTIP) and describe how the proposed project is consistent with those listings. The Air Quality Report will make a final determination whether the build alternatives will conform to applicable state and federal air quality plans. Mitigation measures will be defined for any construction and/or operational impacts that are identified. Coordination with EPA, Caltrans, and FHWA through SCAG's Transportation Conformity Working Group (TCWG) will be necessary to ensure that the proposed project would not violate/exacerbate air quality in the SCAB.

In addition to the air quality analysis, CONSULTANT will prepare the "Conformity Analysis Documentation for Project-Level Conformity Determinations in Metropolitan Nonattainment/ Maintenance Areas" required for NEPA delegation.

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Deliverables:

- Draft/Final TCWG PM Hot Spot Form
- Draft/Final Air Quality Report - 6 hard copies of the Draft and Final and one CD-ROM.
- Draft/Final Air Quality Conformity Report and Checklist

4.10 Paleontological Identification Report and Paleontological Evaluation Report (PIR/PER)

Paleontological Identification Report/Paleontological Evaluation Report (PIR/PER) will be conducted/prepared per the guidelines set forth in The State of California Department of Transportation (Caltrans) *Standard Environmental Reference (SER), Environmental Handbook (EH), Volume 1, Chapter 8 – Paleontology* (Revised February 2012[1]); and guidelines developed by the Society of Vertebrate Paleontology (SVP, 1995[2] and 2010[3]).

This scope of work for paleontological resources includes the initial tasks that are required for this project. If findings are positive, a budget augment may be necessary to prepare additional reports that may be required by the Caltrans *SER, EH, Volume 1, Chapter 8 – Paleontology,* such as a Paleontological Mitigation Plan (PMP). The tasks that will be completed under the Paleontology Resources Scope are as follows:

- **Locality Search.** CONSULTANT will conduct a geological and paleontological literature and locality review through the San Bernardino County Museum (SBCM), and records maintained by CONSULTANT. All information will be summarized in the Paleontological Investigation Report (PIR).
- **Field Survey.** Depending on the results of the locality search, CONSULTANT will complete a windshield or pedestrian survey of the project footprint. The purpose of the survey is to confirm the geology as it has been mapped, confirm the presence of any localities that may have been recorded, and to determine if there might be any unrecorded localities within the project footprint. Results will be summarized in the PIR.
- **Paleontological Investigation Report (PIR).** CONSULTANT will prepare a PIR. This report will detail results of the locality search, the geological investigation, and the field survey. The PIR will assess whether there are known or reasonably anticipated paleontological resources within the project footprint. If so, based on the description of proposed work and excavation parameters, the report will determine whether or not project excavation will impact those resources.
- **Paleontological Evaluation Report (PER).** CONSULTANT will prepare a PER. This report is usually combined with the PIR and is prepared when the PIR determines that there is potential for paleontological resources to be encountered during excavation for the project. The PER will determine: (1) the Department's legal responsibilities; (2) the necessity for involving other agencies and stakeholders; (3) whether the resource can be avoided (regardless of its potential significance); and (4) the significance of the resource. If significant

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1 http://www.dot.ca.gov/ser/vol1/sec3/physical/Ch08Paleo/chap08paleo.htm.

2 Society of Vertebrate Paleontology. 1995. *Assessment and Mitigation of Adverse Impacts to Nonrenewable Paleontologic Resources: Standard Guidelines*. Society of Vertebrate Paleontology News Bulletin, No. 163, January 1995: 22–27.

3 Society of Vertebrate Paleontology. 2010. *Standard Procedures for the Assessment and Mitigation of Adverse Impacts to Paleontological Resources*. Society of Vertebrate Paleontology. Impact Mitigation Guidelines Revision Committee. Pages 1–11.

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resources are identified, the PER will make recommendations on how to mitigate any impacts such as avoidance or preparation of additional studies such as a PMP.

The PIR and PER are often combined into a single document. The PIR and PER must be completed prior to Project Approval/ Evaluation Documentation (PA/ED) in order to minimize construction delays. If required, the PMP must be completed prior to the beginning of construction. The purpose of the PIR is to identify if resources may be present within the project area, the purpose of the PER is to evaluate the significance of the resources, if they are determined to be present, and the purpose of the PMP is to develop mitigation, for those significant resources.

Occasionally the PIR/PER will determine that despite the results of the literature search, it is unlikely that the project will encounter significant resources during construction. This may be due to sediments or rock units in the project area not being sensitive for paleontological resources (such as being too young <10,000 years, or being a rock unit like granite or a metamorphic rock that do not contain fossils); or previous construction in the area removing the sensitive sediments, or burying the sensitive sediments with fill deeper than depths that which will be encountered during the project. In these cases, a PMP will not be required, and the reason will be specified in the PIR/PER.

Assumptions:

- Assumes negative findings.
- CONSULTANT will complete a windshield or pedestrian survey of the project footprint.
- Assumes the PIR and PER will be combined into a single document.

Deliverables

- Draft/Final PIR/PER - 6 hard copies of the Draft and Final and one CD-ROM.

4.11 Archaeological Survey Report (ASR)/Historical Property Survey Report (HPSR)/Historical Evaluation Report (HER)

All tasks and documents are scoped to be completed per the guidelines set forth in the California Department of Transportation Standard Environmental Reference *Caltrans Environmental Handbook, Volume 2, Cultural Resources* (February 3, 2012) and the Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California (January 2004; Caltrans PA).

Native American Consultation. As directed by Caltrans, CONSULTANT will conduct Native American consultation per Section 106 of the National Historic Preservation Act. This will include contacting the Native American Heritage Commission for (1) a search of its Sacred Lands File, and (2) a list of parties with cultural ties to the APE. All parties will receive a letter describing the project and inviting comments on cultural resource concerns. Each unanswered letter will be followed by up to two telephone calls and/or emails. A summary of the Native American consultation will appear in the Historic Property Survey Report (HPSR) and the Archaeological Survey Report (ASR).

Records Search. CONSULTANT will conduct an archaeological and historical records review and literature search through the San Bernardino Archaeological Information Center of the California Historical Resources Information System, located at the San Bernardino Museum in Redlands,

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California. The records search will include a 1-mile radius around the APE. All pertinent references will be reviewed, and the extent of previously recorded sites, surveys, and excavations within and immediately adjacent to the APE will be determined. All information will be summarized in the appropriate Caltrans report.

Archival Research/Historic Outreach. CONSULTANT will complete research at various repositories and archives for the properties within the APE to determine dates of construction for any buildings and structures. In addition, CONSULTANT will conduct research that will lead to the preparation of a historic context and recommendation of eligibility for the National Register of Historic Places. CONSULTANT will also determine whether any cultural resources qualify as historical resources under CEQA. As required by Caltrans, outreach will be conducted with local historical societies and similar groups. CONSULTANT stipulates that research will be conducted for up to two historic-period (45 years of age or older) cultural resources. If additional cultural resources are identified within the APE, additional research and budget may be required.

Field Surveys. CONSULTANT will complete both an archaeological and an architectural field survey of the APE. The purpose of the surveys is to document respective resources that are previously unrecorded, as well as to update existing State of California Department of Parks and Recreation forms (Series 523; DPR) for previously recorded resources. It is expected that findings will be negative for archaeological remains (i.e., there will be no sites requiring an extended Phase I survey). If historic-period resources are identified in the project APE they will require documentation and evaluation unless they meet the criteria for exemption provided in the Caltrans PA. Typically, extensively altered resources are exempt from evaluation. This scope assumes up to 2 properties will require evaluation. If the number of properties requiring evaluation is different, then CONSULTANT will request additional budget authorization from the CITY before proceeding with any out of scope work.

Historic Property Survey Report (HPSR). CONSULTANT will prepare an HPSR, the cover document for all cultural reports that are required. This report will summarize all archaeological, architectural, historical, and Native American concerns. The APE map will be attached to the HPSR.

Archaeological Survey Report (ASR). CONSULTANT will prepare an ASR that details results of the records search and archaeological field survey.

Historical Resources Evaluation Report (HRER). CONSULTANT will prepare an HRER. The report will be completed to document and evaluate a maximum of 2 built environment resources within the APE. This report will include research and field methods used in identifying cultural resources, the historic resources identified in the project APE, the historic contexts based on the types of cultural resources identified, and the significance evaluations for each resource.

Assumptions:

- Assumes negative results for archaeology.
- Assumes up to 3 historic structures to be evaluated.

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Deliverables:

- Draft/Final HPSR - 6 hard copies of the Draft and Final and one CD-ROM including:
  - Draft/Final ASR;
  - Draft/Final HRER (with DPR forms); and
  - Native American consultation record (includes sample letters, phone logs, etc.).

4.12 Jurisdictional Delineation (JD) Report

A focused wetland/jurisdictional delineation will be completed by CONSULTANT according to Corps and CDFW criteria. Wetland delineations for Section 404 purposes must be conducted according to the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0) (USACE 2008) and the Corps of Engineers Wetlands Delineation Manual (Environmental Laboratory 1987). We anticipate that a routine delineation, tailored to the site characteristics, will be adequate. A jurisdictional "waters of the U.S." determination will also be completed according to the current Corps standards. Further, the extent of any streambed and associated riparian areas subject to review by the CDFW under Section 1602 of the Fish and Game Code will be determined. The recommended time for conducting the jurisdictional delineation is between January and March. The results of the draft jurisdictional delineation/determination will require verification and approval by the Corps and CDFW.

A technical report will be prepared presenting the results of the jurisdictional delineation. The report will be suitable for submittal to the involved agencies for purposes of future permit application and for inclusion as a technical appendix in the environmental document. Accordingly, the report will identify and quantify jurisdictional areas and features by alternative, including a breakdown of wetlands and non-wetland waters of the U.S., as well as an estimate of permanent and temporary impacts resulting from the discharge of fill material into jurisdictional waters of the U.S.

The jurisdictional waters delineation, consisting of a map in the appropriate scale and data forms will be submitted to the Caltrans for review and approval.

Assumptions:

- Assumes one jurisdictional waters.

Deliverables:

- Draft/Final Wetlands Delineation Report 6 hard copies of the Draft and Final and one CD-ROM.
- Rapanos Form

4.13 Natural Environment Study (NES)

The biological resources studies for the proposed project will be conducted in accordance with Caltrans guidance to satisfy the requirements of CEQA and NEPA. The biological resource studies will also consider the requirements regarding covered species and covered activities identified in the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) which is relevant to the proposed project.

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The MSHCP serves as a comprehensive, multi-jurisdictional Habitat Conservation Plan pursuant to Section 10(a)(1)(B) of the FESA of 1973 and the Natural Communities Conservation Plan (NCCP), focusing on the conservation of species and their associated habitats in western Riverside County. The MSHCP is utilized to allow participating jurisdictions to authorize the "take" of both the plant and wildlife species identified within the MSHCP area. Regulation of the "take" of threatened, endangered, and rare species is authorized by the Wildlife Agencies (USFWS and CDFW), which allow "take authorization" for otherwise lawful actions (e.g., public and private development) in exchange for the assembly and management of a coordinated MSHCP Conservation Area. Caltrans is obligated to specific conditions, as described in Section 13.8 of the MSHCP Implementation Agreement, including providing an analysis of riparian/riverine and special status species (including Criteria Area and Narrow Endemic Plant species in context with the MSHCP).

Under the requirements of the MSHCP, certain studies or analyses and reports may be required to ensure that the project has achieved consistency with all MSHCP requirements. MSHCP requirements vary depending on the project location, the specific MSHCP conservation needs identified for that location, and the biological resources present on or adjacent to the project site. For this project, studies and findings will include: focused species surveys, a jurisdictional delineation, MSHCP Equivalency Finding, MSHCP Determination of Biologically Equivalent or Superior Preservation (DBESP), and functions and values analyses for any riverine/riparian areas or vernal pools.

Caltrans is a participating jurisdiction, or a "Permittee" of the MSHCP, and receives "take" authorization, as long as the project is in compliance with the MSHCP. However, if a non-participating entity requires a take permit from the USFWS in Riverside County, Section 7 Consultation would be required for those impacts. However, the USFWS has agreed that this Section 7 Consultation would be an expedited consultation process and would not require any additional mitigation beyond that required under the MSHCP.

CONSULTANT will conduct a literature review to assist in determining the existence or potential occurrence of sensitive plant and animal species on site or in the vicinity. Federal and State lists of sensitive species and current database records, including the *California Natural Diversity Data Base* (CNDDB) (California Department of Fish and Wildlife [CDFW], 2013) and the California Native Plant Society's *Electronic Inventory of Rare and Endangered Vascular Plants of California* (Skinner, et al., 2013) will be examined. In accordance with Caltrans guidelines, CONSULTANT will be available to assist Caltrans with a letter request to the U.S. Fish and Wildlife Service (USFWS) for a list of threatened and endangered species known from the project vicinity. The results of the records search will be summarized in a table and included in the NES. The Biological Study Area (BSA) will be determined through coordination with the Caltrans biologist.

To verify the CNDDB search for listed and special status species, the field work will be conducted by qualified biologists in order to document the presence/absence of sensitive biological resources (e.g., plant and animal species and habitats) or to determine the potential for occurrence of such resources that may not be detectable when the field work is conducted. The location of any sensitive biological resources present on site, including plants and plant communities, will be mapped. In addition, a discussion of any areas that may be considered wetlands or jurisdictional waters will be addressed in the Natural Environment Study (NES).

CONSULTANT will prepare an NES that will include a description of the field methods used and the results of the biological assessment of the project area. The report will include a list of plant and

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animal species present within the project area and a general description of the plant communities occurring. If any sensitive resources are found on site, CONSULTANT will prepare and include in the NES a graphic displaying the location of the sensitive plant communities on site and any sensitive biological resources observed. Tables describing sensitive species and their habitats that are present or potentially present will also be provided in the report. The report will also identify and assess project impacts on the existing biological resources, including any sensitive species. Conceptual mitigation measures will also be included as necessary. Specific restoration plans are not included in this scope. Regulatory permitting is not included in this scope of work, but can be added at the request of the CITY.

The proposed scope of services includes preparation of a draft NES to be reviewed by the CITY and Caltrans. CONSULTANT will prepare and distribute up to five copies of the NES for each of the two review cycles before the final is submitted. CONSULTANT will respond to comments and update the NES as needed for completion of each cycle.

Vegetation Mapping and Field Surveys. Field surveys will be conducted in accordance with the requirements of the applicable survey protocols of the United States Fish and Wildlife Service (USFWS) and the California Department of Fish and Wildlife (CDFW). A site survey concentrating on the State's right-of-way will be conducted by qualified biologists to map vegetation communities within the State right-of-way. Vegetation will be mapped within the right-of-way boundaries to adequately address any potential biological resources in the study area to satisfy CEQA and NEPA requirements.

Focused Burrowing Owl Surveys. The project is within the burrowing owl survey area of the MSHCP. The burrowing owl is a California Species of Concern and a covered species under the MSHCP. The MSHCP requires surveys for burrowing owl in areas with suitable habitat during the early planning stages of projects to identify occupied areas that may be desirable for acquisition for the MSHCP Conservation Area. Suitable habitat for the burrowing owl consists of grasslands, croplands, playas, and vernal pools.

CONSULTANT will conduct an habitat site assessment (HSA) of the burrowing owl BSA according to the California Burrowing Owl Consortium Survey Protocol and Guidelines (survey protocol), which is endorsed by both CDFW and USFWS. Surveys will be conducted between February 1 and August 31 at transect intervals sufficient to provide 100 percent coverage of all potential habitat. Areas of suitable habitat will be surveyed for the presence of burrows that could be used by the burrowing owl. Potential burrows will be mapped and surveyed during four separate visits, on four separate days, to determine whether the burrowing owl is present on site. Preconstruction surveys for burrowing owl are not included in this scope of work.

Focused Survey for Riparian Birds. An HSA for riparian birds will be conducted within the entire project study area, as required under the MSHCP. Preliminary review of the aerial photographs for the project area shows a vegetated drainage course along the southeastern portion of the project. This drainage may provide potential suitable habitat for the least Bell's vireo (Vireo bellii pusillus) (LBV). Focused surveys for LBV will be required to be in compliance with the MSHCP and in order to determine presence/absence for Section 7 consultation with the USFWS. Focused surveys for the other MSHCP riparian birds (southwestern willow flycatcher and yellow-billed cuckoo) are likely not required, which are anticipated to be confirmed by the results of the HSA. Focused surveys for LBV and other species, if required, will be conducted according to the latest USFWS protocol. The survey

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results will be valid for a period of at least one year. Focused surveys will be conducted eight times, with a minimum of 10-day intervals, during the period from May 20 to July 31. Focused surveys for riparian bird species in more than two acres of the study area are not included in this scope.

Focused Small Mammal Surveys. The eastern end of the project, near Gilman Springs Road, is within the MSHCP designated survey area for Los Angeles pocket mouse (LAPM). CONSULTANT will conduct an HSA of the designated survey area within the project according to small mammal survey protocol. If suitable habitat for Los Angeles pocket mouse is identified during a habitat suitability assessment for this species, focused surveys will be required for the project, and are included in this scope and budget.

If the project results in ground disturbance within the MSHCP designated survey area for LAPM, it is likely that focused surveys will be required. It is anticipated that a single complete survey (five consecutive nights of trapping) will be sufficient to determine the presence or absence of this species in the small mammal biological study area (BSA). Focused surveys will be conducted according to accepted state survey protocols between May 1 and September 15. Surveys for LAPM are contingent on weather and nighttime temperatures. Inclement weather or nighttime temperatures below 50 degrees Fahrenheit may delay trapping efforts. Walkover and trapping surveys will be conducted by biologists qualified under CDFW permits for working with the LAPM.

Habitat Site Assessment for Fairy Shrimp. Due to project activities occurring solely within the existing right-of-way, it is not anticipated that any vernal pools are present and that no focused surveys for Riversidean and vernal pool fairy shrimp will be required. However, in order to be in compliance with the MSHCP, an HSA of the project study area will be performed using the results of the vegetation mapping, botanical surveys, and aerial photographs to identify areas for which focused surveys for Riversidean and vernal pool fairy shrimp may be required.

If a focused fairy shrimp survey is required, this may impact the CITY's desired schedule. A complete survey consists of two wet season surveys within a 5-year period, or a wet season survey immediately preceded or followed by a dry season survey. Dry season surveys require special written authorization from the United States Fish and Wildlife Service (USFWS) and are not always permitted. If the HSA determines the need for a focused fairy shrimp survey, a separate scope and fee for the focused fairy shrimp surveys will be provided.

Habitat Site Assessment for Bats. CONSULTANT will conduct a bat assessment at the bridge structure over SR-60 in order to address potential project effects on bats, as well as to identify any appropriate mitigation measures. A qualified biologist will conduct a daytime inspection of the bridge structure for evidence of use by bats. Evidence of bats includes the presence of guano, urine staining, bat vocalizations, and the presence of bats themselves. Efforts will also be made to identify the types of bats utilizing the project site. The results of the bat assessment, including potential project impacts and mitigation measures, will be included in the NES. Although a bat assessment is not required under the MSHCP, it is recommended in order to satisfy CEQA requirements for special-interest species.

MSHCP Consistency Report. CONSULTANT will prepare a stand-alone MSHCP Consistency Report as an Appendix to the NES. The report will identify any requirements pursuant to the MSHCP objectives including the following:

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- Conservation Requirements including Compliance with Criteria Cells and Public/Quasi-Public Lands conservation;
- Riparian, Riverine, Vernal Pool Conservation Objectives;
- Habitat assessments and/or surveys for sensitive species within specified survey areas (such as least Bell's vireo, Los Angeles pocket mouse, or endangered fairy shrimp); and
- Urban Wildland Interface Guidelines.

The site visit for the NES and focused surveys discussed above will be utilized for the preparation of the MSHCP Consistency Report. The MSHCP Consistency Report will be submitted for approval by Caltrans, as Caltrans is a Permittee of the MSHCP. If the project will affect any of the above conservation objectives, the project will be required to go through the Joint Project Review (JPR) process with the Regional Conservation Authority (RCA), as discussed below in Task 3.12.7.3.

The project is a Covered Activity under the MSHCP and is specifically called out as a Planned Facility in Table 7-4 of the MSHCP. The project is not located within Criteria Cells designated for conservation by the MSHCP. The MSHCP Consistency Assessment will be included as a separate section in the NES. The Determination of Biologically Equivalent or Superior Preservation (DBESP), as discussed below will be an appendix to the NES.

Determination of Biologically Equivalent or Superior Preservation Report. A Determination of Biologically Equivalent of Superior Preservation (DBESP), including an analysis of functions and values of riparian/riverine areas, may be required if there are riverine/riparian areas, vernal pools, or if the least Bell's vireo or Los Angeles pocket mouse are present on the site, which will be affected by the proposed project. The DBESP shall include the following information:

- Definition of the project area.
- A written project description, demonstrating why an avoidance alternative is not possible.
- A written description of biological information available for the project site including the results of resource mapping.
- Quantification of unavoidable impacts to riparian/riverine areas and vernal pools associated with the project, including direct and indirect effects.
- A written description of project design features and mitigation measures that reduce indirect effects, such as edge treatments, landscaping, elevation difference, minimization and/or compensation through restoration or enhancement.
- A finding demonstrating that although the proposed project would not avoid impacts, with proposed design and compensation measures, the project would be biologically equivalent or superior to that which would occur under an avoidance alternative without these measures, based on one or more of the following factors:
- Effects on Conserved Habitats;
- Effects on the riparian/riverine species listed in MSHCP Section 6.1.2; and
- Effects on riparian linkages and function of the MSHCP Conservation Area

Copies of the DBESP will be provided to the CDFW and USFWS for a 60-day review and response period.

Joint Project Review. Project design and potential impacts to riparian vegetation and special species survey areas within the proposed project area will be subject to Joint Project Review (JPR) by the Regional Conservation Authority (RCA). The RCA reviews the Local Lead Agency's determination

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for compliance with the MSHCP conservation objectives and other MSHCP requirements. The JPR includes a 60-day period for the USFWS and CDFW for review of the DBESP report. This review is intended to achieve a project design that will be acceptable for subsequent permit issuance by the USFWS and CDFW.

If a JPR is required, CONSULTANT will coordinate with the RCA to ensure the project complies with MSHCP conservation objectives and other MSHCP requirements. CONSULTANT will coordinate with the project team and respond to comments from the RCA, USFWS, and CDFW, as required. This scope includes 40 hours for coordination time and meetings during the JPR process.

Assumptions:

- The survey results will be valid for a period of at least one year. Focused surveys will be conducted eight times, with a minimum of 10-day intervals, during the period from May 20 to July 31.

Deliverables:

- Draft/Final NES – 6 hard copies of the Draft and Final and one CD-ROM.

4.14 Categorical Exemption/Categorical Exclusion for Geotechnical Borings

To provide information needed for preliminary design, geotechnical boring activities will need to be conducted as an early task in the engineering effort. CONSULTANT will prepare a Class 6 Categorical Exemption pursuant to Section 15306 of the CEQA Guidelines for Caltrans approval and a Federal Categorical Exclusion pursuant to SAFETEA-LU Section 6004 for approval by Caltrans. CONSULTANT will provide Caltrans 6 copies of the CE/CE. Once the CE/CE is approved CONSULTANT will file it with the State Clearinghouse and Riverside County Clerk.

Deliverable:

- CE/CE for Geotechnical Borings - 6 hard copies and one CD ROM.

4.15 Screencheck Draft IS/EA

The Screencheck Draft IS/EA will incorporate the environmental checklist, technical analyses, a discussion of critical environmental issues identified, an analysis of the cumulative and indirect effects of the project, proposed mitigation measures, an environmental commitment record (ECR) and a listing of environmental (and related) permits required for implementation of the project. CONSULTANT will not proceed with this task until the appropriate environmental document, including NEPA CE, is considered and discussed with CALTRANS and CONSULTANT is authorized by the CITY to proceed with this task.

Tasks to be completed by CONSULTANT include:

- Prepare a Screencheck Draft IS/EA following the guidance stated above;
- Prepare an Environmental Document Preparation and Review Tool and an External Quality Control (QC) Certification for submittal to Caltrans along with the Screen-check Draft IS/EA;

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- Revise Screencheck Draft IS/EA per Caltrans' comments and submit for review and/or approval (Up to 5 hardcopies and 5 CD ROMs); and
- Resolve any additional comments in a workshop setting.

Deliverables:

- Screencheck Draft IS/EA with Environmental Document Preparation and Review Tool and External QC Certification Sheet (Up to 5 hardcopies and 5 CD ROMs).

4.16 Draft Initial Study (IS) / Environmental Assessment (EA)

The Draft IS/EA with an updated Environmental Document Preparation and Review Tool and External QC Certification Sheet will be submitted to Caltrans D-8 for signature. Because the project is an interchange improvement project, it is anticipated that a Routine IS/EA will be applicable as opposed to a Complex IS/EA. A Routine IS/EA would be approved by the District Director for circulation and would not be submitted to Caltrans Headquarters for review and comment. Per the SER, Legal review is only required for Draft EISs and individual Section 4(f) Evaluations; therefore, legal review is not specified.

Assumptions:

- A Routine IS/EA would be approved by the District Director for circulation and would not be submitted to Caltrans Headquarters for review and comment.
- Assumes no legal review is required.

Deliverables:

- Final Draft IS/EA
- ED Preparation and Review Tool
- External QC Certification Sheet

4.17 Obtain Approval to Circulate

Once Caltrans D-8 is satisfied with the Draft IS/EA and issues an approval letter, CONSULTANT will work in close coordination with the Caltrans Environmental Coordinator to prepare all required notices to circulate the Draft IS/EA. Tasks to be completed by CONSULTANT include:

- Prepare Notice of Completion (NOC) to be transmitted to the State Clearinghouse, Office of Planning and Research.
- Prepare a Notice of Availability of the IS/EA/Notice of Intent to Adopt an MND/Notice of Public Hearing.
- Submit all notices to Caltrans for approval and signatures.

Deliverables:

- Approved Circulation of Draft IS/EA

4.18 Circulate Draft Initial Study (IS) / Environmental Assessment (EA)

Following approval of the Draft IS/EA, a Notice of Availability (NOA), Notice of Intent to Adopt a Mitigated Negative Declaration (NOI), and a Notice of Public Hearing (NOPH) will be prepared for

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publication. The notices will be placed at least once in newspapers of general circulation, posted on and off site, and mailed directly to owners and occupants of contiguous properties. CONSULTANT will assist in conducting a formal Public Hearing. A Record of Public Hearing will be prepared and submitted to Caltrans. The public hearing will conform to the requirements of Caltrans' Project Development Procedures Manual, Chapter 11, and Article 7. When approval to circulate has been obtained from Caltrans and confirmed by the signed title sheet, CONSULTANT will circulate the Draft IS/EA with an unsigned Mitigated Negative Declaration (MND)/Finding of No Significant Impact (FONSI) in accordance with the requirements of the Caltrans' SER. Before the Draft IS/EA is circulated, the Draft PR must be approved to ensure that the project concept in the Draft IS/EA is consistent with the Draft PR. The Draft IS/EA will be circulated to responsible agencies, trustee agencies, state, federal, and local agencies that have jurisdiction by law, bordering cities and counties, and other applicable groups or persons as suggested in Caltrans's SER. The CTC has to review all projects that receive State highway funds. CONSULTANT will coordinate with D-8 Environmental staff for transmittal of Draft IS/EA to CTC. Tasks to be completed by CONSULTANT include:

- Publish up to 50 hard copies of the Draft IS/EA, up to 200 copies of the Executive Summary, and up to 200 copies of the CD ROM containing electronic files of the Draft IS/EA and Executive Summary
- Submit a NOC and copies of Draft IS/EA to the State Clearinghouse
- Distribute the Draft IS/EA to federal, state, and local agencies as well as interested parties contained on the Master Distribution list for review and comments.
- Coordinate with the Caltrans to post the electronic version of the Draft IS/EA on the websites for public review and comments.
- File an NOI/NOA with the State Clearinghouse, and County Clerk
- CONSULTANT will maintain and update the distribution and invitation lists throughout the environmental review process.

Deliverables:

- Draft IS/EA - 50 hard copies
- Executive Summary - 200 hard copies
- 200 copies of CD ROM containing electronic files of the Draft IS/EA and Executive Summary
- Updates to Master Distribution/Invitation Lists

5.0 PUBLIC MEETINGS AND OUTREACH CONDUCTED

LSA staff will provide limited assistance to plan and coordinate the public information meeting to be conducted during public review of the Draft IS/EA. The LSA Environmental Principal (if requested) and the Project Manager will attend the public meeting. LSA will provide up to 4 additional staff to attend the public meeting and staff the environmental stations during the meeting.

6.0 PREPARE FINAL ENVIRONMENTAL DOCUMENT AND OBTAIN ENVIRONMENTAL CLEARANCE

6.1 Task Management and Meetings

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be

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necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual environmental tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical and environmental documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures, including the 5-step NEPA QC process. CONSULTANT will attend and participate in six (6) monthly PDT meetings. A Project kick-off meeting with key personnel and CONSULTANT team personnel will be held just prior to NTP to discuss project goals, objectives, lines of communication, and schedule.

Deliverables:

- Attendance at bi-weekly project team conference calls
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Attend 6 PDT meetings

6.2 Prepare Response to Comments Matrix

CONSULTANT will maintain documentation and provide response to internal and public comments on the Draft IS/EA. A response-to-comments matrix outlining how and where the revisions to the documents have been made will be included in the revised Draft and Final IS/EA. The response-to-comments matrix will be provided to Caltrans for review and concurrence prior to finalization of the Draft and Final IS/EA.

Deliverable:

- Response to Comments Matrix - one hard copy and one CD ROM

6.3 Select Preferred Project Alternative

Not included in LSA's scope of services.

6.4 Final Project Report

Not included in LSA's scope of services.

6.5 Final Environmental Document

After the public distribution of the Draft Environmental Document, CONSULTANT will prepare a Final Environmental Document to document the selection of the preferred alternative and address public comments on the Draft IS/EA.

The FED will be submitted to Caltrans for review. Comments will be resolved in a workshop setting.

Environmental Commitment Record (ECR). CONSULTANT will develop an ECR to be included with the Final IS/EA submittal. The plan will identify mitigation measures necessary to minimize or reduce potential significant environmental impacts to a less than significant level. The ECR will identify all design, construction and post-regulatory mitigation requirements, the responsible party,

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timing, and verification. Monitoring may include the submittal of monitoring sheets/reports to Caltrans, and other agencies.

Final Environmental Document (MND/FONSI). Following the development of the ECR, the Final IS/EA will be prepared and submitted for approval. The proposed MND will be signed and incorporated into the Final IS/EA. The Final IS/EA will also become part of the Project Report. The Final IS/EA will be submitted for approval and signature along with the Checklist for Final Documents, and a request to issue a FONSI. Following Caltrans review, any comments will be addressed and the Final IS/EA will be re-submitted. CONSULTANT will coordinate with D-8 Environmental staff for transmittal of the approved ND/FONSI IS/EA to the CTC.

Deliverables:

- Approved ECR
- Draft/Final IS/EA (Up to 20 hardcopies and 20 CD ROMs)

6.6 Notice of Determination (NOD) and Notice of Availability (NOA)

Filing of the Notice of Determination (NOD) completes the CEQA Environmental Document. A Draft NOD will be prepared and submitted to Caltrans for review and comment. Following this review, a final NOD will be prepared and submitted to Caltrans. CONSULTANT will send a copy of the Notice of Determination and a copy of the Notice of Availability - FONSI (NOA - -FONSI) to the State Clearinghouse along with proof of payment of an environmental filing fee to the State Department of Fish and Wildlife. The estimated filing fees to be paid directly by the CITY include $2,156.25[1] CDFW environmental filing fee, $64 County processing fee.

CONSULTANT will also prepare a draft SOL notice for submittal to Caltrans for their review and transmittal to FHWA for publication in the Federal Register. SAFETEA-LU Section 6002 established a 180-day statute of limitations (SOL) on claims against USDOT and other federal agencies for certain environmental and other approval actions if certain circumstances apply. The enactment of MAP-21 revised this to a 150-day statute of limitations.

Assumptions:

- The estimated filing fees to be paid directly by the CITY include $2,156.25 CDFW environmental filing fee, $64 County processing fee.

Deliverables:

- Filed Notice of Determination (NOD)
- Filed Notice of Availability (NOA) – FONSI

7.0 ENVIRONMENTAL MITIGATION NEGOTIATION AND PERMITTING

7.1 Resource Agency Permit Related Coordination

Regulatory permits may be required for impacts to jurisdictional waters of the U.S. and State from the U.S. Army Corps of Engineers (ACOE), State Water Resources Control Board (SWRCB), and

[1] The CDFW filing fee is current as of January 1, 2013. It will most likely be higher by the time the environmental document is approved and the NOD is filed.

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California Department of Fish and Wildlife (CDFW). The accurate permitting requirements cannot be determined until the NES and Jurisdictional Delineation are prepared.

7.2 Federal Clean Water Act and California Fish and Game Code Permits

Without the finalized NES and Jurisdictional Delineation the following is our best estimate and assumptions for the Federal Clean Water Act and *California Fish and Game Code Permits.*

Permit Preparation. LSA will prepare packages for submittal to the ACOE, the CDFW, and the RWQCB to obtain the required authorizations pursuant to Section 404 of the CWA, Sections 1600 et seq. of the California Fish and Game Code, and Section 401 of the CWA, respectively, for the any disturbance to the potential streambed between the Theodore and Gilman Springs interchanges. It is necessary that the project design be sufficiently complete to identify all permanent and temporary construction impacts before the permitting process is initiated.

Streambed Alteration Agreement Package. The CDFW is empowered to issue agreements for any alteration of a river, stream, or lake where fish or wildlife resources may be adversely affected. In order to obtain a Streambed Alteration Agreement (SAA), CONSULTANT will prepare and submit to the CDFW a Notification of Streambed Alteration for the proposed project. The notification letter will include the following information and attachments.

- A discussion, with supporting figures, of existing and/or potential biological resources, project impacts to the CDFW jurisdictional area, and mitigation measures to compensate for anticipated project impacts.
- A completed Notification Form and Project Questionnaire.
- A complete set of project design/construction plans and drawings.
- A copy of the jurisdictional delineation, compensatory mitigation plan, and Storm Water Pollution Prevention Plan (SWPPP).
- Evidence of local project CEQA certification.
- A check for payment of the application fee must be paid by the City (this fee is not included in the current fee for this proposal).
- Assumes each package for permitting is $40 each for printing and binding.

Section 404 Authorization Request. Obtaining authorization under Section 404 requires that the applicant (City of Moreno Valley) prepare a notification requesting authorization for fill of jurisdictional waters. In this case, it is anticipated that the proposed impacts would be authorized under a nationwide permit (NWP). CONSULTANT will prepare and submit an NWP Preconstruction Notification to the ACOE. The notification will include the following information and attachments.

- A detailed project description, including project background.
- A discussion (with supporting figures) of existing and/or potential biological resources, project impacts to ACOE jurisdictional areas, and mitigation measures to compensate for anticipated project impacts.
- A complete set of project design/construction plans and drawings.
- A copy of the jurisdictional delineation, compensatory mitigation plan, and the SWPPP.
- A copy of the cultural resources report.
- A copy of the Section 401 Water Quality Certification package.
- Evidence of local project CEQA certification.

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Section 401 Certification of Water Quality Request. To issue authorization for fill of waters under Section 404 of the CWA, the ACOE is required to ensure that the RWQCB has issued a Certification of Water Quality or waste discharge requirements in compliance with Section 401 of the CWA. CONSULTANT will prepare and submit a request for Water Quality Certification to the RWQCB. The request letter will include the following information and attachments.

- A completed Section 401 Water Quality Certification Form, including the required supplemental text and figures.
- A complete set of project design/construction plans and drawings.
- A copy of the jurisdictional delineation, compensatory mitigation plan, and the SWPPP.
- A copy of the Section 404 Authorization package.
- Evidence of local project CEQA certification.
- A check for payment of the application fee to be paid by the City (this fee is not included in current fee for this proposal).

Compensatory Mitigation Plan. CONSULTANT will coordinate with the City of Moreno Valley to prepare a compensatory mitigation plan for the project. CONSULTANT will also consult with resource agency personnel prior to preparing the compensatory mitigation plan to negotiate proposed mitigation strategies to be described in the compensatory mitigation plan. On-site mitigation is generally preferred over off-site mitigation or contribution to an in-lieu fee program.

CONSULTANT will develop the compensatory mitigation plan to achieve the mitigation criteria as set forth in the Environmental Document and MSHCP compliance and as anticipated to be required by the resource agencies as permit conditions designed to offset impacts to jurisdictional waters and sensitive habitats. This mitigation plan will include a general evaluation of the project impacts, the location of potential mitigation areas/sites, habitat types to be created or enhanced, general implementation strategy, supporting rationale, and target and ultimate performance standards for the mitigation measures. CONSULTANT will also develop basic revegetation strategies addressing hydrological requirements, soils requirements, general species selection, types of revegetation to be employed, sources for plant materials, planting techniques, monitoring and maintenance, and documentation of results.

The compensatory mitigation plan will be provided in draft form for review by the City. Following City staff review, CONSULTANT will assist the City in coordinating with the appropriate resource agencies to obtain their concurrence on the mitigation plan.

Assumptions:

- Assumes a Nationwide not an Individual Permit will be required for the ACOE 404 permit.
- Assumes one stream/drainage crossing.
- Assumes the mitigation in the MSHCP and the DBESP will be used for the coordinated CDFW 1600 permit.
- Assumes one tri-agency meeting with the Regional Conservation Authority to negotiate mitigation and permitting requirements.
- A check for payment of the application fees to be paid by the City for the CDFW 1600 Permit and RWQCB Applications (these fees are not included in the fee proposal).
- Assumes a Final Hydrology Report has been approved by the City and Caltrans.
- Assumes a Final HPSR is approved and signed by Caltrans and SHPO if required.

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Deliverables:

- ACOE 404 Permit Application – 6 hard copies
- RWQCB 401 Permit Application – 6 hard copies
- CDFW 1600 Permit Application (Streambed Alteration Agreement Package) - 6 hard copies

We are looking forward to working with you and the City on this project. If you have any questions concerning the scope of work please give me a call at 949-553-0666 or king.thomas@lsa-assoc.com.

Sincerely,

LSA ASSOCIATES, INC.

King Thomas

King Thomas
Associate

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ESTIMATED HOURS AND FEE
SR-60 AT THEODORE STREET INTERCHANGE
CITY OF MORENO VALLEY
Exhibit "B-3"

LSA ASSOCIATES, INC

Task Description	Principal/QA/QC	Associate Environmental	Principal Biology	Principal Air/Noise	Principal Cultural Resources	Senior Environmental Planner	Senior Air Quality Specialist	Associate Biologist	Senior Noise Specialist	Environmental Planner	Assistant Environmental Planner	Senior Biologist	Senior Cultural Resources Manager	Associate Paleontologist	Senior GIS/Graphics Specialist	Technical Editor	Biologist	Cultural Resources Manager	Office Assistant	Total Estimated Hours	Total Estimated Fee
	Hours																				
	$ 210	$ 159	$ 211	$ 191	$ 166	$ 143	$ 148	$ 112	$ 111	$ 97	$ 79	$ 111	$ 104	$ 96	$ 84	$ 96	$ 83	$ 89	$ 83		
1.0 Draft Project Report Approved by Caltrans																					
1.2 Project Scoping	8	12				4		2	2	16		4	4	2	4				4	62	$ 9,726
1.3 Project Scheduling		8																		8	$ 1,270
1.6 Traffic Analysis and Study	2	4																		6	$ 1,294
1.8 Selection of Locally Preferred Alternative	2	8																		12	$ 2,808
4.0 Prepare and Circulate Draft Environmental Document																					
4.1 Task Management and Meetings	12	32								16										60	$ 11,698
4.2 Area of Potential Effects (APE) Map	2	4											16		12					34	$ 4,047
4.3 Water Quality Assessment Report (WQAR)	4	8				56									8	12			4	92	$ 13,718
4.4 Noise Study Report	4	8		20					240						24	28			4	316	$ 36,436
4.5 Noise Abatement Decision Report (NADR)	2	4		8					90						2	10			6	122	$ 14,708
4.6 Visual Impact Assessment (VIA)	2	4																		6	$ 1,282
4.7 Farmland Technical Memorandum	2	2								40					2	12			4	62	$ 7,308
4.8 Draft Relocation Impact Statement (DRIS)	2	4								36					2	2			4	48	$ 5,185
4.9(1) Air Quality Analysis Report (AQR)	4	4		8			76								2	12			6	112	$ 15,016
4.10 Paleontological Identification/Paleontological Eval Rpt (PIA/PER)	4	4			4									48	2	8			4	74	$ 9,040
4.11 Archaeological Survey Report (ASR/HPSR/HER)	4	8			12								128		48	32		80	8	360	$ 35,872
4.12 Jurisdictional Delineation (JD) Report	4	4	8					30				30			10	8			4	102	$ 13,056
4.13 Natural Environment Study (NES)	4	8	24					204				204			54	32	160		16	706	$ 75,468
4.14 SB/SB Lim. Geotech Borings		2						8		24										34	$ 3,570
4.15 Screencheck Draft IS/EA	14	40				72		8		100	88					16			2	340	$ 41,794
4.16 Draft IS/EA	12	24				48		4		48	30					10			4	180	$ 23,187
4.17 Obtain Approval to Circulate	8	12								34					8	8			4	74	$ 9,227
4.18 Circulate Draft IS/EA	4	12								34					8	8			16	82	$ 8,984
5.0 Public Meetings and Outreach Conducted																					
5.1 Public Outreach Support and Public Meetings	8	8					8	8	8	8										48	$ 7,616
6.0 Prepare Final Env Document, Final Project Report and Design Env Dr																					
6.1 Task Management and Meetings	8	24								16										38	$ 6,626
6.2 Prepare Response to Comments Matrix	8	16				30	8	8	8	34	20					8				138	$ 18,060
6.5 Final Environmental Document	8	16				24	24	8	8	50	40		12		14	16			8	232	$ 27,588
6.6 NOD and NOA	1	4								1										6	$ 1,094
7.0 Environmental Mitigation, Negotiation and Permitting Complete																				0	
7.1 Resource Agency Permit Related Coordination																				0	$ -
7.2 Federal Clean Water Act and California Fish and Game Code Permits	8	12	40					168				48			40	40	48		16	420	$ 56,368
OTHER DIRECT COSTS FOR PHASE 1																				0	
Reproduction & Mileage																				0	$ 20,000
Aerial Photogrammetry																					
Total Returns																					

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ESTIMATED HOURS AND FEE
SR-60 AT THEODORE STREET INTERCHANGE
CITY OF MORENO VALLEY
Exhibit "B-3"

LSA ASSOCIATES, INC

Task Description	Hours																			Total Estimated Hours	Total Estimated Fee
	Principal/QA/QC	Associate Environmental	Principal Biology	Principal Air/Noise	Principal Cultural Resources	Senior Environmental Planner	Senior Air Quality Specialist	Associate Biologist	Senior Noise Specialist	Environmental Planner	Assistant Environmental Planner	Senior Biologist	Senior Cultural Resources Manager	Associate Paleontologist	Senior GIS/Graphics Specialist	Technical Editor	Biologist	Cultural Resources Manager	Office Assistant		
PHASE 1 SUBTOTAL	143	306	54	22	24	236	128	446	356	432	186	288	300	60	256	262	156	80	110	3735	$ 481,731
TOTAL ESTIMATED HOURS AND BUDGET:	143	306	54	22	24	236	128	446	356	432	186	288	300	60	256	262	156	80	110	3735	$ 481,731

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LSA Associates, Inc.

LABOR RATE SCHEDULE
SR-60/THEODORE STREET INTERCHANGE
PROFESSIONAL PLANNING AND ENGINEERING SERVICES

June 25, 2013

STAFF CLASSIFICATION	STAFF NAME	PROJECT ROLE	RANGE OF DIRECT HOURLY RATES		INITIAL DIRECT HOURLY RATE	FULLY LOADED HOURLY RATE
			LOW	HIGH		
Principal/President	R. McCann	Principal in Charge/QA/QC	47.12	98.44	$98.44	$309.54
Associate	K. Thomas	Environmental Task Manager	30.68	62.46	$50.48	$158.73
Principal	L. Calvert-Hayes	Environmental QA/QC	47.12	98.44	$61.22	$192.50
Principal	Y. Chung	QA/QC Noise & Air Quality	47.12	98.44	$60.61	$190.59
Principal	D. McLean	QA/QC ASR/HRER/HPSR	47.12	98.44	$62.65	$196.18
Principal	A. Honeighausen	QA/QC Biology	47.12	98.44	$67.39	$211.91
Senior Air Quality Specialist/Associate	K. Lay	Air Quality Task Manager	30.68	62.46	$46.15	$145.12
Senior Biologist/Associate	W. Davis	Biology Task Manager	30.68	62.46	$48.56	$152.69
Senior Biologist/Associate	M. Lien	NES/MSHCP Compliance	30.68	62.46	$36.26	$114.08
Senior Biologist/Associate	D. Woodard	Biological Field Surveys	30.68	62.46	$39.63	$124.61
Senior Environmental Planner/Associate	N. West	Water Quality Task Manager	30.68	62.46	$45.54	$143.20
Senior Biologist	S. Spencer	Biological Field Surveys	31.73	37.00	$35.35	$111.16
Senior Biologist	S. Barrera	NES/MSHCP Compliance	31.73	37.00	$34.13	$107.32
Senior Environmental Planner	K. Czechowski	Environmental Analysis	32.75	56.24	$32.75	$102.98
Senior Noise Specialist	J. Lui	Noise Task Manager	35.10	39.00	$36.00	$113.39
Senior Paleontologist/Associate	B. Smith	Paleontology Report (PER/PIR)	30.68	62.46	$30.68	$96.47
Senior Cultural Resources Manager	C. Hibbet	HRER Task Manager	26.27	38.87	$33.20	$104.40
Senior Cultural Resources Manager	R. Goodwin	ASR/HPSR Task Manager	26.27	38.87	$28.27	$88.89
Cultural Resources Manager	E. Bechtel	ASR/HRER Research	21.00	21.00	$21.00	$66.03
Biologist	C. Bauer	Biological Field Surveys	26.44	38.40	$26.44	$83.14
Environmental Planner	D. Atwater	Environmental Analysis/Relocation Report	26.41	32.21	$31.00	$97.48
Assistant Environmental Planner	A. Helper	Environmental Analysis	26.43	25.00	$26.43	$84.24
Assistant Environmental Planner	K. Best	Environmental Analysis	26.43	25.00	$25.00	$78.61
Senior Editor	S. Dang	Editing/Word Processing	21.43	30.58	$30.58	$96.16
Senior GIS/Graphics Specialist	M. Gooding	Graphics	25.54	32.00	$29.74	$93.52
Office Manager/Assistant	M. Zentner	Clerical	17.81	20.07	$20.07	$63.11
						$0.00

INDIRECT COST	
Overhead	88.01%
General & Admin	97.85%
Total	185.86%

FEE (PROFIT)	10%

EXHIBIT B-4

PARSONS BRINKERHOFF

SR-60/Theodore Street Interchange Improvement Project
Project Approval and Environmental Document Phase, and
Plans, Specifications and Estimate Phase
PARSONS BRINCKERHOFF Scope of Work
June 14, 2013

1.0	**Draft Project Report Approved by Caltrans**	**2**
1.6	Traffic Analysis and Study	2
1.9	Construction Phasing Plan	5
2.0	**Preliminary Engineering Studies Approved by Caltrans**	**5**
2.4	Storm Water Data Report (SWDR)	5
2.5	Conceptual Stage Construction Plan	6
2.6	Preliminary Transportation Management Plan Data Sheet	6
11	**35% Design Plans, Specifications, and Estimates**	**6**
12.0	65% Design Plans, Specifications, and Estimates	6
12.6	Storm Water Data Report	6
12.8	Transportation Management Plan	7
12.14	Draft Stage Construction / Traffic Handling Plans	7
13.0	**95% Design Plans, Specifications, and Estimates**	**8**
13.2	Update Reports	8
13.6	Update Stage Construction/Traffic Handling Plans	8
14.0	**100% Design Plans, Specifications, and Estimates**	**8**
14.2	Final Roadway Plans	8
Exclusions		8

1.0 Draft Project Report Approved by Caltrans

1.6 Traffic Analysis and Study

Traffic Counts

The latest traffic counts are several years old and will need to be updated with fresh counts. For budgeting purposes peak-hour turning movement counts at the 8 study intersections and 24-hour tube counts at 4 locations were assumed. The study intersections will be:

- Theodore Street/Ironwood Avenue
- Theodore Street/Westbound SR-60 Ramps
- Theodore Street/Eastbound SR-60 Ramps
- Theodore Street/Fir (Eucalyptus) Avenue
- Redlands Boulevard/Ironwood Avenue
- Redlands Boulevard/Westbound SR-60 Ramps
- Redlands Boulevard/Eastbound SR-60 Ramps
- Redlands Boulevard/Fir (Eucalyptus) Avenue

Counts will also be performed at the Gilman Springs Road Interchange which, in combination with the turning movement counts at the 8 study intersections, will enable us to determine the through, merging, and diverging volumes of the study freeway sections.

RIVTAM Traffic Demand Forecast and Technical Memorandum

The purpose of this task is to estimate the volume of traffic generated by the study area that uses the Theodore Interchange now and that may use it in the future. This task will also estimate the traffic demand at SR-60 at Redlands Blvd and SR-60 at Gilman Springs Road interchanges. The demand information generated by this task (for example westbound on-movements in the morning peak hour, eastbound off-movements in the evening peak hour, etc.) will be used as inputs to the VISSIM modeling in a subsequent task.

CONSULTANT will modify the version of the RIVTAM model that was developed for the World Logistics Center (WLC) project by changing the modeled years to match the study years, 2017 and 2040. Among the modifications is the development of a new scenario with the Moreno Highlands Specific Plan land uses and network. We will then run the model and generate forecasts for the traffic on the study segments of SR-60 and the turning movements at the ramp intersections. The forecast volumes will cover the following study years:

- Existing Conditions. This is not really a forecast, but rather a reporting of traffic count data in a format consistent with the future-year forecasts.
- Opening Year Conditions (2017). The background assumptions will include the Existing land uses and roadway network plus other known projects expected to be complete by 2017, including Phase 1 of the WLC.

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- Cumulative Conditions per General Plan (2040). The land use and network assumptions will follow the SCAG 2012 RTP/SCS for areas outside of Moreno Valley and the Moreno Valley General Plan for areas inside the CITY. For the WLC site we will assume the Moreno Highlands Specific Plan (MHSP), not the WLC, since that is the official plan at the time of this study.
- Cumulative Conditions with WLC (2040). The land use and network assumptions will follow the SCAG 2012 RTP/SCS for areas outside of Moreno Valley and the Moreno Valley General Plan for areas inside the CITY, except that for the WLC site we will assume the full build-out of the WLC.

In the case of this project there is no need to prepare separate with- and without project demand forecasts because the interchange project itself will not generate any traffic. Also, since the existing interchange accommodates all four movements there is no suppressed demand or demand that diverts to other interchanges that might complicate the analysis.

Once the forecasts are complete CONSULTANT will prepare a technical memorandum describing the components of the model, the land use and network assumptions, and the forecast traffic volumes for each study year.

VISSIM Analysis of Interchange Alternatives

CONSULTANT will perform a VISSIM analysis of traffic flows along SR-60 in both directions from the eastbound off-ramp of the Gilman Springs Road Interchange to the westbound off-ramp of Moreno Beach Drive Interchange, including weaving analysis, for the existing and four alternative configurations for the Theodore Street interchange. This analysis will focus on the level of service for both the mainline traffic and the traffic merging from on-ramps or diverging to off-ramps.

The section of Theodore Street from Fir (Eucalyptus) Avenue to Ironwood Avenue and the section of Redlands Boulevard from Fir (Eucalyptus) Avenue to Ironwood Avenue will also be analyzed. These analyses shall cover the AM and PM peak periods. This analysis will focus on the LOS of the eight study intersections, and issues regarding queuing and storage space for turning movements.

The study will cover the AM and PM peak-hour traffic conditions for the following 28 scenarios:

- Existing without project (Alt 1)
- Existing + Alt 2
- Existing + Alt 3
- Existing + Alt 4
- Existing + Alt 5
- Existing + Alt 6
- Existing + Alt 7
- Opening year (2017) without project (Alt 1)
- Opening year + Alt 2
- Opening year + Alt 3

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- Opening year + Alt 4
- Opening year + Alt 5
- Opening year + Alt 6
- Opening year + Alt 7
- Design Year (2040) with General Plan (MHSP) and without project (Alt 1)
- Design Year (2040) w/ General Plan + Alt 2
- Design Year (2040) w/ General Plan + Alt 3
- Design Year (2040) w/ General Plan + Alt 4
- Design Year (2040) w/ General Plan + Alt 5
- Design Year (2040) w/ General Plan + Alt 6
- Design Year (2040) w/ General Plan + Alt 7
- Design Year (2040) with WLC and without project (Alt 1)
- Design Year (2040) w/ WLC + Alt 2
- Design Year (2040) w/ WLC + Alt 3
- Design Year (2040) w/ WLC + Alt 4
- Design Year (2040) w/ WLC + Alt 5
- Design Year (2040) w/ WLC + Alt 6
- Design Year (2040) w/ WLC + Alt 7

The intersections shall be analyzed using Highway Capacity Manual (HCM) Chapter 16 methodologies for signalized intersections and HCM Chapter 17 methodologies for unsignalized intersections. Freeway segments will be analyzed using HCM operational analysis.

Ramp Closure Study

CONSULTANT will perform a ramp closure study in accordance with CALTRANS' *Community Impact Assessment*[1] guidelines. The purpose of the ramp closure study is to identify the likely impacts of complete closure of the existing Theodore Street interchange while a replacement is under construction, and to recommend measures to mitigate these impacts.

The study area will be bounded by Ironwood Avenue in the north, Alessandro Boulevard in the south, Gilman Springs Road to the east, and Redlands Boulevard to the west. Within this area Parsons Brinckerhoff will:

- Identify homes and businesses that may currently use the Theodore Street Interchange and determine the degree to which they are dependent on freeway access.
- Identify alternatives for crossing or accessing SR-60 during the period of closure and determine the travel costs, delay, and safety impacts of prolonged closure of the Theodore Street interchange.
- Determine whether measures are needed to improve the viability of the alternate routes and, if so, identify appropriate measures. Estimate the cost of these measures.

[1] *Community Impact Assessment, Standard Environmental Reference, Environmental Handbook Volume 4*, Caltrans, October 2011

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- Indentify routes for through traffic that may currently use the Theodore Street Interchange and determine the travel cost, delay, and safety impacts of prolonged closure of the interchange.

  CONSULTANT will document the methodology and conclusions of the ramp closure study and incorporate it into the traffic impact assessment.

Traffic Impact Analysis Report

CONSULTANT will prepare a Traffic Impact Analysis report in conformance with Caltrans guidelines[2] that will document the results of the previous tasks.

Deliverables

- Traffic Safety and Accident Analysis
- Traffic Methodology and Forecasting Memorandum
- Draft/Final Traffic Forecast Volumes Report
- Draft/Final Traffic Study
- Ramp Closure Study

1.9 Construction Phasing Plan

CONSULTANT will develop one (1) preliminary stage construction phasing based on cost, traffic and any other related factors based upon the locally preferred alternative. A preliminary stage construction phasing plan shall be prepared to verify constructability and feasibility of traffic handling due to phasing the project. It is assumed that the phasing would identify a standalone phase that could be completed at a different time with transitions to existing or proposed roadways.

Deliverable

- Preliminary Stage Construction Phasing Plan Exhibits

2.0 Preliminary Engineering Studies Approved by Caltrans

2.4 Storm Water Data Report (SWDR)

CONSULTANT will develop the Storm Water Data Report for the two (2) build alternatives in conformance with current Caltrans requirements in the Caltrans Project Planning and Design Guide (July 2010). The SWDR will be developed in accordance to guidelines set forth for the PA/ED phase. The SWDR is to include the following information: Project description, identification of the receiving water bodies, geotechnical information, design pollution prevention and post-construction BMPs proposed, costs, and checklists. The SWDR will be signed by the Project Engineer, the District/Regional Design Storm Water Coordinator, the designated Landscape Representative, and approved by the Project Manager to verify that storm water quality design issues have been addressed, and the data is complete, current, and accurate.

Deliverables

[2] *Guide for the Preparation of Traffic Impact Studies*, Caltrans, December 2002

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- Draft/Final SWDR

2.5 *Conceptual Stage Construction Plan*

CONSULTANT will develop two (2) construction staging / traffic handling design/concept exhibits based upon the locally preferred alternative. The first construction staging / traffic handling concepts will be to construct the interchange while keeping the interchange open during construction. Second, an option based on the full interchange closure as defined by the ramp closure study. A conceptual construction staging / traffic handling concepts and exhibits shall be prepared to verify constructability and feasibility of traffic handling. The construction staging and traffic handling concept shall identify detour concepts that minimizes disruption and impacts to adjacent residents and businesses.

Deliverable

- Preliminary Stage Construction Design/Concept Exhibits

2.6 *Preliminary Transportation Management Plan Data Sheet*

CONSULTANT will develop Transportation Management Plan Data sheets for the two (2) build alternatives to be included in the Supplemental Draft Project Report and Final Project Report in accordance with Transportation Management Plan Guidelines, June 2009. The TMP shall identify methods for minimizing project-related traffic delays and accidents by implementing effective traditional traffic handling practices.

Deliverable

- Transportation Management Plan Data Sheets

11.0 *35% Design Plans, Specifications, and Estimates*

35% Design Plans, Specifications, and Estimates (PS&E) are excluded from this scope of work. It is assumed the Geometric Approval Drawings will be prepared and approved in lieu of 35% PS&E.

12.0 *65% Design Plans, Specifications, and Estimates*

12.6 *Storm Water Data Report*

In accordance with current Caltrans Project Planning and Design Guide (July 2010), a Storm Water Data Report (SWDR) shall be prepared for this phase of the project. The SWDR prepared for the Project Approval and Environmental Document (PA/ED) phase of the project will be updated for the PS&E Phase. The SWDR will be prepared as a second order of work during the PS&E Phase based on the approved Geometric Approval Drawings (GADs). Specific objectives of the SWDR include:

- Define storm water quality issues and pollutants of concern.
- Form the Project Development Team (PDT), including the District/Regional National Pollutant Discharge Elimination System (NPDES) Storm Water Coordinator.

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- Evaluate potential storm water impacts for mitigation purposes and address water quality concerns.
- Develop a list of potentially feasible permanent storm water Design Pollution Prevention and Treatment Best Management Practices (BMPs) to be evaluated during project design.
- Document storm water design decisions made regarding project compliance with the NPDES permit.
- Develop the preliminary costs for BMPs.
- Discuss the project with the Regional Water Quality Control Board (RWQCB) and local agencies, if advised by the District/Regional NPDES Storm Water Coordinator or requested by the RWQCB.
- Address mandates associated with TMDLs/303(d) impaired waterbodies
- Construction Risk Level Determination and RUSLE2 Analysis
- Program the project construction costs.

Caltrans storm water evaluation forms will be included to ensure that the proper evaluation process is used for the consideration of treatment best management practices (BMPs). The methods and calculations that will be used to size and design treatment BMPs will be in accordance with Caltrans Storm Water Quality Handbook.

The SWDR will be signed by the Project Engineer, the District/Regional Design Storm Water Coordinator, the designated Landscape Representative, and approved by the Project Manager to verify that storm water quality design issues have been addressed, and the data is complete, current, and accurate.

Deliverables

- Draft Updated Storm Water Data Report

12.8 Transportation Management Plan

CONSULTANT will prepare a Transportation Management Plan (TMP) to qualitatively discuss anticipated traffic impacts resulting from the proposed project, utilizing existing and forecast traffic analysis data. Based on such data, potential TMP measures to reduce traffic impacts anticipated to result from project construction will be recommended.

Deliverables

- Final Transportation Management Plan Data Sheets

12.14 Draft Stage Construction / Traffic Handling Plans

CONSULTANT will prepare final construction staging / traffic handling concept for the Preferred Alternative. CONSULTANT will prepare stage construction/traffic handling plans, details and quantities to reflect the appropriate stages of construction and temporary signing/pavement delineation/ barrier placement for protection of the work zone. CONSULTANT will prepare detour (constructions area signs) plans to reflect the detour routes for freeway/ramp/arterial street closures. Our scope is based on the assumption that a complete interchange closure will be expected for construction and only be completed in one stage. To accommodate detouring interchange construction,

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our assumption is that Eucalyptus Avenue will have been previously constructed to connect to Redlands Avenue. The construction staging and traffic handling plans shall minimize disruption and impacts to adjacent residents and businesses. CONSULTANT shall provide special provisions related to stage construction / traffic handling items.

Deliverables

- Construction Area Sign Plans
- Stage Construction Index Plans
- Traffic Handling Plans
- Traffic Handling Detail Plan
- Detour (Construction Area Sign) Plans
- Detour Detail Plans
- Stage Construction Quantity Plans

13.0 95% Design Plans, Specifications, and Estimates

13.2 Update Reports

CONSULTANT will update Storm Water Data Report to incorporate changes in design based on comments provide by CATRANS after the 65% submittal.

Deliverables

- Final Storm Water Data Report

13.6 Update Stage Construction/Traffic Handling Plans

CONSULTANT will update Stage Construction/Traffic Handling Plans to incorporate changes in design based on comments provide by CATRANS after the 65% submittal.

Deliverables

- Updated Stage Construction/Traffic Handling Plans

14.0 100% Design Plans, Specifications, and Estimates

14.2 Final Roadway Plans

CONSULTANT will update Stage Construction/Traffic Handling Plans to incorporate minor changes in design based on comments provide by CATRANS after the 100% submittal.

Deliverables

- Final Stage Construction/Traffic Handling Plans

Exclusions

- 35% Plans, Specifications, and Estimate
- A Value Analysis is not anticipated as the estimated project cost is under $50 million per FHWA guidelines and therefore excluded from this scope of work.

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ESTIMATED HOURS AND FEE
SR-60 AT THEODORE STREET INTERCHANGE
CITY OF MORENO VALLEY
Exhibit "B-4"

PARSONS BRINKERHOFF

Task Description	Project Manager	Engineering QC/Q Manager	Senior Project Administrator	Senior Managing Engineer	Senior Planner	Associate Planner	Traffic Planner	Traffic Engineer	Senior Traffic Engineer	Traffic Planner	Engineering Manager	Project Engineer	Project Engineer	Lead Manager	Total Estimated Hours	Total Estimated Fee
	$ 187	$ 221	$ 114	$ 260	$ 182	$ 135	$ 167	$ 81	$ 182	$ 102	$ 236	$ 115	$ 135	$ 141		
1.0 Draft Project Report Approved by Caltrans	8		8	200	80	80	200	48	78	420					1968	$ 199,236
1.5 Traffic Analysis and Study			2								40	160			142	$ 21,186
1.6 Construction Phasing Plan			2												4	$ -
															4	$ -
2.0 Preliminary Engineering Studies Approved by Caltrans													120	30	150	$ 20,185
2.3 Storm Water Data Report	8		10								36	120			174	$ 25,872
2.4 Conceptual Stage Construction Plan			2								3	30			44	$ 6,348
2.5 Preliminary Transportation Management Plan Data Sheet			2												2	$ -
															2	$ -
3.0 MISC DIRECT COSTS FOR PHASE 1															4	$ 5,000
Reproduction & Mileage																
Aerial Photogrammetry																
Site Reports																
PHASE 1 SUBTOTAL	16	0	30	200	80	80	400	48	78	420	139	270	150	30	1818	$ 277,818
															0	$ -
12.0 90% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 95% PS&E																
12.5 Storm Water Data Report	4	8											160		172	$ 32,080
12.8 Transportation Management Plan Data Sheet	1	2									12	30			50	$ 7,860
12.14 Draft Stage Construction Traffic Handling Plans																
Stage Construction Index Plans	8	4									48	30		2	92	$ 7,084
Traffic Handling Plans	8	8									17	150		2	213	$ 31,580
Construction Area Signs	4	2									6	15		2	29	$ 5,781
Temporary Signal Plans (Not Required)															2	$ -
Detour / Temp Ramp Plans / Profiles (Not Required)															2	$ -
Detour (Construction Area Signs) Plans			1								13	20		4	38	$ 5,197
Detour Details			1								4	12		4	21	$ 3,287
Stage Construction Sequence			1								18	30		2	51	$ 7,860
13.0 95% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 100% PS&E																
13.7 Signing Plans	8	2											120		130	$ 19,170
13.8 Separate Stage Construction Traffic Handling Plans		3									24	30		2	59	$ 9,197
14.0 100% Design Plans, Specifications, and Estimates Ready Bid Set																
14.1 Final Roadway Plans	32	2									48	120		2	204	$ 33,011

MV00209703

ESTIMATED HOURS AND FEE
SR-60 AT THEODORE STREET INTERCHANGE
CITY OF MORENO VALLEY
Exhibit "B-4"

PARSONS BRINKERHOFF

Task Description	Hours															
	Project Manager	Engineering QC/IQ Manager	Senior Project Coordinator	Senior Managing Planner	Senior Planner	Lead Planner	Traffic Planner	Traffic Engineer	Senior Traffic Engineer	Traffic Manager	Engineering Manager	Project Engineer	Project Engineer	CADD Manager	Tot Estimated Hours	Tot Estimated Fee
OTHER DIRECT COSTS FOR PHASE 2:																
Reproduction & Mileage																$ 4,000
Approvals and Review Services																
Utility Potholes																
PHASE 2 SUBTOTAL	44	33	4	0	0	0	0	0	0	0	183	516	270	28	1084	$ 353,168
TOTAL ESTIMATED HOURS AND BUDGET	86	33	34	280	80	80	408	48	78	420	283	748	429	48	3862	$ 449,978

PARSONS BRINCKERHOFF, INC.

LABOR RATE SCHEDULE
SR-60/THEODORE STREET INTERCHANGE
PROFESSIONAL PLANNING AND ENGINEERING SERVICES

May 29, 2013

STAFF CLASSIFICATION	STAFF NAME	PROJECT ROLE	RANGE OF DIRECT HOURLY RATES		INITIAL DIRECT HOURLY RATE	FULLY LOADED HOURLY RATE
			LOW	HIGH		
Project Manager	Vikrant Sanghar	Project Manager			$98.12	$156.79
Engineering QA/QC Manager	Gary Wintergerst	QA/QC Manager			$77.75	$224.17
Senior Project Administrator	Cynthia Cavazos	Project Administrator			$39.98	$113.72
Senior Managing Planner	Don Hubbard	Transportation Planning Manager			$87.04	$247.59
Senior Planner	Chang Park	Senior Planner			$56.97	$162.05
Lead Planner	Jeff Gulden	Lead Planner			$47.53	$135.20
Traffic Planner	Daniel Block	Traffic Planner			$37.54	$106.80
Traffic Engineer	Aaron Truong	Traffic Engineer			$32.50	$92.45
Senior Traffic Engineer	Jay Yamerich	Senior Traffic Engineer			$57.05	$162.30
Traffic Planner	Jhong Cao	Traffic Planner			$35.95	$102.26
Engineering Manager	Craig Schneider	Traffic Engineering Manager			$82.44	$234.51
Project Engineer	Jonathan Hofert	Lead Traffic Engineer			$40.74	$115.88
Project Engineer	Jared Miller	Storm Water Data Report			$47.55	$135.26
CADD Manager	Dennis Rodriguez	CADD Manager			$49.81	$141.11
						$0.00
						$0.00
						$0.00

INDIRECT COST	
Overhead	158.60%
General & Admin	
Total	**158.60%**

FEE (PROFIT)	10%

Escalation Per Year =			
Year	# of Months		Value
2014	12		0.00%
2015	12		0.00%
2016	12		0.00%
2017	0		0.00%
TOTAL	36		0.00%

EXHIBT B-5

OVERLAND, PACIFIC, AND CUTLER

Project Understanding and Approach

Project Understanding

The timely delivery and execution of the right of way program will be of paramount importance to the overall success of the project. Based on OPC's recent experience in providing turnkey right of way services for other on-system interchange projects in the Inland Empire, OPC understands the importance of meeting the ongoing demands and complexities that are inherit with these types of projects. Our team has the foresight and ability to respond to evolving design requirements and the knowledge and experience to quickly adapt to a changing landscape of priorities and constraints.

Information obtained from the Project's Request for Proposal indicates that up to (10) unique APN's may be impacted between the (3) build alternatives being evaluated during the early PA/ED phase. Of these (10) parcels, (9) are partial acquisitions requiring either simple-fee interests and/or temporary construction easements and (1) is a single-family residence with a farming operation that may result in a full acquisition under the Spread Diamond Design in Alternative 3 or Modified Spread Diamond Design in Alternative 4. For the cost estimating task, OPC will identify and characterize right of way requirements and explore potential measures to mitigate/minimize project impacts and relocations, wherever possible. After reviewing the right of way impacts information provided and performing a detailed field investigation, OPC has identified that all (9) partial acquisitions are currently vacant land uses with mixed agricultural or commercial zoning. It is also notable that the proposed east bound off ramp improvements adjacent to the Sketchers site should not have any significant impacts to the operation, though there is an existing business travel route created by the facility that traverses along the northeast corner of the building that will need to be preserved to avoid hindering on-site operations. Our team will work closely with the design team regarding this pinch point to evaluate any potential damages scenarios. The complexity of the acquisition assignments appears to be relatively low and no building structures, severance damages or loss of business goodwill exposure are anticipated at this time. On site improvements potentially impacted may include mixed landscaping buffers, small trees, business signage, mixed agricultural crops and security fencing.

As stated in the project's RFP, the right of way program will adhere in the Uniform Act and the *Caltrans Right of Way Manual.* As such, appraisal reviews and Caltrans Right of Way Certification are anticipated requirements for the project. Additionally, because many of the parcels may be integrated into the Caltrans highway system at project closeout, all acquired rights will need to be free of all title encumbrances and environmental contamination prior to the City's efforts in transferring ownership to the state. Finally, implementation procedures and approvals such as administrative settlement approvals, the establishment of Just Compensation, relocation claims approvals, document reviews, and other related functions, would be expedited through the City's project management team.

Caltrans Experience. OPC has become a specialist in California for delivering Caltrans compliant projects in large part because of a delivery team staffed by former Caltrans supervisors from various districts around the state. Notable projects OPC has successfully certified for the City of Moreno Valley include the SR-60 at Nason Street Interchange Project and the SR-60 Moreno Beach Drive Interchange Project.

Project Approach

Upon notice to proceed, OPC will begin working with the Project Team in developing a Project Plan detailing all aspects of the right of way program to ensure that all acquisition and relocation tasks are properly identified and executed according to the *Caltrans Right of Way Manual* and the Uniform Act. An ancillary task to the Project Plan will be the creation of the project's acquisition schedule that will integrate with the major project development milestones including right of way certification and advertisement of the project's construction contractor. Concurrent with these activities, OPC's project

management will secure and review preliminary title reports for all impacted parcels and coordinate with the agency's right of way engineering team to review legal descriptions and plat maps for each full and partial acquisition. Once the latter are finalized and delivered to OPC's acquisition staff, appraisal and appraisal review activities will be initiated to value each temporary and permanent interest required for the construction of project improvements. As the appraisal and appraisal review reports are finalized, the agency will review the findings and establish the Determination of Just Compensation for each property owner offer package. During this time, if relocations are present, a replacement housing payment (RHP) benefit will be calculated and approved by the agency for each family unit being displaced. OPC will subsequently draft the offer packages and all applicable acquisition agreements, submit them to the agency for final approval, negotiate owner settlements, and present 90-Day Notices to Vacate and any applicable relocation benefits to impacted displacees. Once an amenable agreement is reached, a Purchase and Sale Agreement will be executed by each respective ownership and an escrow account will be initiated to facilitate agency payment and any required title clearance activities. Throughout the negotiations and closing process, relocation advisory services to each displacee will be administered to assist any owners or tenants in securing replacement housing and all relocation claims will be submitted to the agency for approval and payment disbursement. When the transaction closes and owner payments are disbursed, OPC will begin coordination with local Caltrans District 8 Right of Way Management to secure Caltrans Right of Way Certification. Where voluntary agreements are not possible, OPC will coordinate with the agency's legal counsel in eminent domain proceedings and provide all relevant property and negotiations details to support the condemnation task.

Proposed Scope of Work – PA/ED Phase:
Right of Way Data Sheets, Rights of Entry and Relocation Impact Statement

OPC has been tasked with analyzing and researching the right of way impacts of the proposed SR-60 at Theodore Street Interchange Project assessing any temporary and permanent easement and permanent fee impacts for up to (10) unique Assessor's Parcel Numbers. Up to (3) alignment studies will be analyzed and the scope of services includes (1) update, but excludes utility cost estimating. This information will be gathered for inclusion into the project's financial programming documents. Information ascertained from this analysis will be used to assist in the clarification of design concerns throughout the PA/ED and PS&E phases of the project. Additionally, the identification of critical property acquisitions will influence program management decisions pertaining to the project delivery schedule, project financing, project risk management approaches and other significant factors. OPC will facilitate the integration of this analysis into the appropriate project documents and assist the project team in understanding how the right of way component of the project influences all aspects required for a successful project delivery.

Design Review and Project Team Coordination
This task involves 3 subtasks:
1) Ascertain all relevant design plans available for review of project impacts.
2) Coordinate with Project Design Team to review impacts and confirm impact assumptions.
3) Continue coordination with Design Team as new findings are revealed throughout field research phase.

Field Research
This task involves 3 subtasks:
1) Individual field agent design review of assigned parcels. Individual meetings with appropriate OPC management ensue, as necessary to examine impacts and potential remediation possibilities.
2) Physical viewing of site, appropriate data recorded. Online data of individual properties incorporated into field research, where necessary.
3) Integration of field research into appropriate OPC cost estimating formats.

Property Analysis
This task involves 2 subtasks:
1) Field Agent and OPC Property Analysts meeting to discuss data and draw impact conclusions and property remediation strategies.
2) Reporting to Design Team of initial property impact conclusions. Opportunities provided to Project Team for creative problem-solving either in design or property remediation strategies.

Caltrans Data Sheet Drafts
This task involves 2 subtasks:
1) Preparation of latest approved Caltrans Right of Way Data Sheet form, and draft per the standards and guidelines presented in the revised Caltrans Right of Way Manual.
2) Coordination with relevant Caltrans district representatives and/or design leads to address comments and recommendations.

Quality Assurance Reviews / Report Drafts and Submittal
This task involves 3 subtasks:
1) Concurrent with the Design Team's review of OPC's initial conclusions on select parcels, the OPC QA/QC Team will review its internal data reporting, analysis and conclusions for accuracy and consistency.
2) Once property remediation and design assumptions are finalized and property impact conclusions are confirmed, data is finalized into the approved cost estimating formats.
3) The report is subsequently submitted to the client for their formal review.

Project Oversight and Post-Submittal Design Team Follow-up
This task involves 3 subtasks:
1) Review of initial comments from Project's Design Team and possible coordination of subsequent team meetings to clarify assumptions and strategize about cost and/or remediation strategies.
2) Potential new analyses are determined from revised assumptions.
3) Incorporation of new analysis and conclusions into the revised cost estimate analysis and subsequent re-submittal of report, where necessary.

QA/QC:
The QA/QC Plan for the Right of Way Data Sheets and Cost Estimates entail a three-fold scope involving thorough design coordination, detailed field research and a multi-party property impact analysis review. Errors in cost estimating for right of way often occur because of an estimator's inability to understand the nuances of a project's design impacts on any given property. Related to this, the lack of consistent, informed correspondence with the appropriate design personnel - throughout the estimating process - can lead to an impact analysis based on faulty assumptions. For these reasons, OPC is committed to working closely with the design team to understand the issues and thereby assure that impact conclusions are based on correct assumptions. Second, quality assurance and quality control can be maintained when a well-trained, organized and experienced estimator performs field research with an eye toward all relevant issues. Simply viewing the site is insufficient. Factors such as multiple design alternatives and potential property remediation options need to be understood to complete an effective field analysis. Finally, once the design is understood and the field research is complete, an in-depth property impact analysis overseen by multiple, experienced right of way professionals completes the process. This review entails a higher level, program management view as well as a detailed, in-depth analytical approach. This process assures a quality dependable product for project programming purposes.

Securing of up to (9) Rights of Entry in Support of Environmental Studies - Scope

This task involves 5 subtasks:

1) Creation of necessary Right of Entry documents and securing approval as to form from LPA and Prime.
2) Contact and negotiations with private property owners and securing execution of required agreements.
3) Provision of regular status updates to any relevant parties part of the Project Team.
4) Facilitation of any payments from LPA to private property owners via mail.
5) Reasonable assistance to project survey team with special owner requests and access concerns.

OPTIONAL

Draft and Final Relocation Impact Statement - Preparation Services

This task involved 6 subtasks:

1) Coordinate with Project Team to integrate necessary design narratives, mapping and other required project components into submittal.
2) Determine relocation impacts for project, in conjunction with Project Team, and draft narratives detailing impacts
3) Coordinate with Caltrans and other oversight agencies on Caltrans R/W Manual reporting formats
4) Submit drafts to Project Team, respond to QA/QC process, and coordinate resubmittals.
5) Coordinate Caltrans submittal and responses to review process.
6) Final Report includes interviews with impacted property owners, as needed, and reporting on impact conclusions for the locally preferred alternative.

Scope of Work: PS&E Phase
Acquisition, Relocation, and Project Management

Right of Way Project Management and Document Support

1) Preparation of a comprehensive project planning worksheet designed to ensure all project elements are considered and the work plan and client's policies are clearly understood.
2) Comprehensive initial project planning, including policy and budget analysis, and participation in informational meetings with the public and official representatives.
3) Tracking and managing all budgetary-related aspects of the project associated with OPC's Scope of Work.
4) Assisting with the development of administrative policies, procedures, and forms necessary to carry out the initial program.
5) Ongoing general consultation and project coordination with the client, social service agencies, governmental entities, and project team members.
6) Representation of the client at public meetings, hearings, and litigation related matters.
7) Preparation of tracking reports that monitor the completion of project milestones of the various disciplines involved on the project.
8) Preparation and presentation of a monthly written status report based on the agreed-upon guidelines on information to be provided. Confer weekly with client verbally on general status, problem areas, and progress. Participate in up to ***(6)*** Project Development Team Meetings to report on acquisition progress.
9) Coordination with federal and state oversight agencies such as Caltrans, and FHWA, as needed.
10) Subcontracting and managing all necessary disciplines needed for the project.

Title Investigation Services – *up to (9) preliminary title reports*

1) Secure vesting deeds, property profile, and tax map for each property.
2) Secure preliminary title reports for each property which will remain valid for a minimum of 6 months or until there is an ownership change.

3) Secure copies of recorded back-up documents as needed.
4) Share preliminary title information with right of way engineer, surveyor, and real estate appraisers for their use on the project.
5) Prepare list of title exceptions to be cleared; confirm manner of disposition is consistent with approved project plan.
6) Facilitate changes to preliminary title reports after the preparation of the legal descriptions, if necessary for partial acquisition projects.

Appraisal and Specialty Appraisal Services: ***(9) Summary Fee Appraisals, (9) Appraisal Reviews***

1) OPC will mail a notification letter and acquisition policies brochure to the property owner requesting permission to conduct an on-site inspection of the property, advising them of their right to accompany the appraiser at the time of the inspection, and requesting information regarding the property appraised which could influence the appraised value.
2) Appraiser will review title information pertaining to respective ownerships and will review drawings and other pertinent information relative to the parcel.
3) Appraiser will inspect each property personally with the owner (if possible) and document the inspection with photographs for use in the report.
4) Appraiser will inventory all improvements affected by the proposed taking, including notes on their manner of disposition (i.e., pay-for and remove vs. move back).
5) OPC will coordinate with Agency regarding the timing and need of loss of business goodwill appraisals in preparation of owner/tenant negotiations or in the event of condemnation proceedings.
6) Appraiser will perform market research to support the selected appraisal methodologies and will document and confirm comparable sales information.
7) Appraiser will prepare a narrative appraisal report that conforms to the Uniform Standards of Professional Appraisal Practice (USPAP). The appraisal study and report are intended to serve as an acquisition appraisal and will be prepared in a summary format consistent with the specifications for narrative appraisal reports.
8) Upon completion of the fee appraisal, OPC will facilitate a formal review by an independent appraiser in accordance with federal regulations and Caltrans procedures manual.
9) OPC will receive and analyze the completed appraisal reports accordingly.
10) OPC will reconcile the real estate and fixtures and equipment conclusions, as necessary.

Negotiate Right of Way Settlement/Prepare Acquisition Documents: ***(9) Fee Owners***

1) Establish and maintain a complete and current record file for each ownership in a form acceptable to the client.
2) Receive and analyze title information, approved appraisal reports, and legal descriptions in sufficient detail to negotiate with property owners and other parties.
3) Prepare all offer letters, summary statements, and lists of compensable items of fixtures and equipment, in accordance with state or federal regulations and approval of client.
4) Present written purchase offers to owners or their representatives in person, when possible. Secure receipt of delivery of offer as practical and present and secure tenant information statements, as applicable.
5) Notify relocation agent of initiation of negotiations within 2 business days and provide appraisal information, occupant contact information, and tenant information, as necessary.
6) Follow-up and negotiate with each property owner, as necessary; prepare and submit recommended settlement justifications to client for review and approval; review any independent appraisal secured by property owner; and coordinate reimbursement of appraisal fees (up to $5,000) with client. Ongoing negotiations and settlement discussions will continue for 8 weeks after the initial offer or until we reach settlement or impasse.

7) Prepare and assemble acquisition contracts, deeds, and related acquisition documents required for the acquisition of necessary property interests. Legal descriptions to accompany easements or to accompany partial acquisition deeds are not included in this Scope of Work.
8) Maintain a diary report of all contacts made with property owners or representatives and a summary of the status of negotiations indicating attitude of owners, problem areas, and other pertinent information. Copies of all applicable written correspondence will be maintained in files.
9) Prepare an impasse letter for any parcel where, after diligent attempts to settle by negotiation, it appears eminent domain will be needed or prudent to acquire the needed interest.
10) Litigation support: in the event an acquisition is unable to be settled via voluntary means, the negotiations staff will provide a condemnation-ready case file, all relevant negotiations history and meet with City counsel as needed to provide relevant acquisition content.
11) Transmit executed acquisition documents to client. Each transmittal package shall include a fully executed and properly notarized deed(s), fully executed acquisition contract with attachments, and a brief settlement memorandum which summarizes the pertinent data relative to the transaction.

Right of Way Support Services: Certification Oversight

1) Attend certification planning meeting with client's Right of Way Local Assistance Coordinator and project team.
2) Ensure appraisal maps/right of way maps and legal descriptions are all properly identified and prepared in conformance with approved right of way numbering system.
3) Ensure that all interests necessary for the project have been secured and all relocation activities have been performed in compliance with applicable law and regulations.
4) Prepare certification forms in coordination with engineer and client to include the compilation of all necessary back-up documents required including; deed, final order of condemnation, access easements, cooperative agreements, permits, right of entries, etc.
5) Attend and coordinate pre and post-audit submittal meetings.

Title Clearance Services

1) Work in conjunction with escrow officer to facilitate the clearance of title matters as set forth in the settlement memorandum and escrow instructions.
2) Coordinate payment of taxes due and release of liens.
3) Secure full or partial reconveyance instruments from lien holders of record.
4) Coordinate lost instrument bonds as may be necessary.
5) Coordinate and facilitate recordation of corrective deeds to clear vesting issues.
6) Secure subordination agreements from conflicting easement holders, as needed.

Escrow Coordination

<u>If by Negotiated Settlement:</u> Assist the escrow/title company in the following:

1) Open escrow and coordinate execution of closing instructions providing for title insurance coverage at the settlement amount.
2) Provide escrow officer with fully executed acquisition contract and notarized deed.
3) Review settlement statement for accuracy.
4) Coordinate deposit of acquisition price and estimated closing costs with escrow.
5) After the closing, review the title insurance policy for accuracy.
6) Prepare and mail a letter to County Assessor requesting cancellation of taxes if appropriate.

Eminent Domain Assistance

<u>If Settlement by Eminent Domain:</u> Assist eminent domain counsel with the following:

1) Prepare a letter for the client signature to eminent domain counsel, requesting proceeding to condemnation.

2) Provide eminent domain counsel with available right of way maps and legal descriptions, preliminary title reports and title review documents, and information on how to contact each owner or interest holder.
3) Provide eminent domain counsel with a duplicate copy of the parcel file, together with a copy of the appraisal, offer to purchase, correspondence, acquisition contract, and deed as presented.
4) Convert preliminary title reports to litigation guarantees for eminent domain counsels' use. Title company fees (based of the value of the interest required) are additional.

OPTIONAL

Relocation Assistance Services - *up to (1) Residential Displacee and (1) Farm Operation*

1) Secure basic case information and set up case file and maintain the necessary case documentation and contact diary throughout the course of our involvement with the claimant.
2) Conduct initial in-depth field interview with claimant: document rent, income, family size, names/ages of occupants, and determine relocation needs, preferences, and special requirements; provide general information notices and brochure; and explain relocation process, rights, and benefits available.
3) Provide on-going advisory assistance to minimize hardships on claimants, including referrals to and coordination with community service resources, public housing, and other public services as needed.
4) Document rent with rental agreement, receipts, or economic rent if needed.
5) Document/verify income using pay stubs, budget worksheets, tax returns, certification, and/or cash affidavit as necessary. Use rent-to-rent method if income cannot be verified.
6) Assist with the reconciliation of FF&E ownership among owner and tenant.
7) Create rent schedule for project as appropriate and if authorized by client.
8) Search and document comparables for each claimant: provide initial referrals and three sets of additional housing referrals every 4-6 weeks, as necessary and search for available non-residential sites until OPC recommends at least one appropriate site or determines that no such site exists. Provide with any referral, an evaluation form which requests feedback as to the suitability of the site referral and attempt to secure response from claimant.
9) Prepare letter of eligibility based on most appropriate comparable or rent schedule and seek authorization of client.
10) Deliver letter of eligibility to claimant and discuss findings and impacts to occupants' particular needs. Amend the letter of eligibility one additional time if the economics of the comparable's availability changes over the course of our assignment.
11) Prepare and deliver 90-day notices to vacate no later than 12 weeks after general information notices have been delivered.
12) Arrange for transportation to view replacement sites if needed and assist claimants with their selection of a replacement site, with lease offers, with review of rental agreements, and with move bids or fixed moving payment.
13) Inspect selected site to ensure it meets decent, safe, and sanitary requirements.
14) Monitor the replacement site escrow and explain the relocation process to agent and escrow officer, as necessary.
15) Review and discuss claimants' moving plans, build-out specifications and personal property inventory, and coordinate eligibility limitations in advance of physical move.
16) Verify vacation of the displacement site and secure a certificate of abandonment.
17) Determine eligibility for proposed amount of relocation benefits including actual and reasonable moving payments, rental/purchase differential payments, re-establishment payments, and fixed payments as applicable.
18) For residential moves, secure and process an advance claim to assist with the move and a second final claim incorporating the moving costs and rental/purchase differential payment once family has moved to selected displacement site. For non-residential moves, secure and process moving

assistance, re-establishment, in-lieu, or settlement claims ensuring that no item was duplicated in the acquisition process.

19) Each claim will be signed by the claimant, supported by appropriate back-up (written bids, schedules, receipts, etc.), and will be reviewed by OPC's project manager for recommendation before submitting to client for approval. Each claim check will be delivered to claimant in person (as feasible) and a receipt of payment will be secured.

Proposed Services Fee Summary: PA/ED Phase		
Project Management and Project Team Support: Includes involvement of up to (1) Project Development Team meetings, plan reviews with design lead and project management of the PA/ED tasks.	8 Hours @ $108/Hour Project Manager Rate	**$864**
Right of Way Cost Estimates and Caltrans Data Sheets: Includes property valuation analyses of up to (10) impacted APN's for up to (3) build alternatives, including (1) update, according to the scope of services provided.	45 Hours @ $90/Hour Senior Analyst Rate	**$4,050**
Rights of Entry Support Services: Includes preparation and coordination of up to (9) rights of entries in support of geotech, survey and other design related tasks, according to the scope of work provided.	54 Hours @ $103/Hour Senior Acquisition Agent Rate	**$5,562**
Preliminary Title Reports / Investigation Services: Up to (9) Preliminary Title Reports will be provided and analyzed to determine ownership interests and title encumbrances.	$550 @ (9) Reports	**$4,950**
Services Fees Total:		**$15,426**
OPTIONAL SERVICES		
Caltrans Draft and Final Relocation Impact Statements: Includes preparation of Caltrans Draft and Final Relocation Impact Statements, per the requirements of Caltrans guidelines. Includes draft document considering (3) build alternatives and updated final version for locally preferred alternative.	30 Hours @ $130/Hour Project Manager Rate	**$3,900**

Proposed Services Fee Summary: PS&E Phase		
Project Management and Project Team Support: Includes involvement of up to (6) Project Development Team meetings, weekly status updating, and management oversight of right of way program and sub consultants.	80 Hours @ $108/Hour Project Manager Rate 15 Hours @ $207/Hour ROW Principal Rate	**$11,745**
Right of Way Summary Fee Appraisals: Includes preparation and coordination of (9) narrative appraisal reports (comprising 9 APN's) in compliance with USPAP and the *Caltrans Right of Way Manual.*	Fixed Fee	**$44,550**
Right of Way Review Appraisals: Includes preparation and coordination of (9) appraisal reviews in compliance with USPAP and the *Caltrans Right of Way Manual.*	Fixed Fee	**$27,000**
Property Owner Negotiations: Includes document preparations and acquisition activities for up to (9) property owners, per the scope of work provided.	295 Hours @$103/Hour Senior Acquisition Agent Rate	**$30,385**
Escrow Coordination/Title Clearance: Includes preparation of escrow instructions, escrow agent coordination, and monetary encumbrance title clearance.	101 Hours @ $69/Hour Project Support Rate	**$6,969**
Caltrans Right of Way Certification – Support Services: Includes preparation of escrow instructions, escrow agent coordination, and monetary encumbrance title clearance.	25 Hours @ $69/Hour Project Support Rate	**$1,725**
Services Fees Total:		**$137,800**
OPTIONAL TASKS		
Relocation Assistance: OPC will implement the relocation assistance program in conformance to the Uniform Act for up to (1) residential occupant and (1) farm operation, per the scope of work provided.	80Hours @ $115/Hour Senior Relocation Agent Rate	**$9,200**

ESTIMATED HOURS AND FEE
SR-60 AT THEODORE STREET INTERCHANGE
CITY OF MORENO VALLEY
Exhibit "B-5"

OVERLAND, PACIFIC, AND CUTLER

	Task Description	Hours					Total Estimated Hours	Total Estimated Fee
		ROW Principal	ROW Project Manager	Senior Acquistion/ Relocation Agent	Senior ROW Analyst	Clerical		
		$ 207	$ 108	$ 103	$ 90	$ 69		
1.0	Draft Project Report Approved by Caltrans							
1.7	Obtain Right of Entry			54			54	$ 5,562
2.0	Preliminary Engineering Studies Approved by Caltrans							
2.8	Right of Way Data Sheets		8		45		53	$ 4,914
OTHER DIRECT COSTS FOR PHASE 1								
	Reproduction & Mileage						0	$ 4,950
	Aerial Photogrametry							
	Title Reports							
	PHASE 1 SUBTOTAL:	0	8	54	45	0	107	$ 15,426
16.0	Right of Way Acquisition Complete							
16.1	Task Management and Meetings						0	$ -
16.2	Utility Coordination						0	$ -
16.3	Utility Notices						0	$ -
16.4	Utility Relocations						0	$ -
16.5	Acquistion Coordination	15	72	255		101	443	$ 44,115
16.6	Acquistion Documentation			40			40	$ 4,120
16.7	Right of Way Certification		8			25	33	$ 2,589
							0	$ -
OTHER DIRECT COSTS FOR PHASE 2:							0	$ -
	Reproduction & Mileage						0	$ -
	Appraisals and Review Appraisal						0	$ 71,550
	Utility Potholes						0	$ -
	PHASE 2 SUBTOTAL:	15	80	295	0	126	516	$ 122,374
	TOTAL ESTIMATED HOURS AND BUDGET:	15	88	349	45	126	623	$ 137,800

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OVERLAND, PACIFIC, AND CUTLER

LABOR RATE SCHEDULE
SR-60/THEODORE STREET INTERCHANGE
PROFESSIONAL PLANNING AND ENGINEERING SERVICES

June 25, 2013

STAFF CLASSIFICATION	STAFF NAME	PROJECT ROLE	RANGE OF DIRECT HOURLY RATES		INITIAL DIRECT HOURLY RATE	FULLY LOADED HOURLY RATE
			LOW	HIGH		
Principal In Charge	Mark La Bonte	QA/QC and Regulatory Compliance	$72.12	$72.12	$72.12	$207.06
Project Manager	Daniela Borbe	Project Manager	$37.50	$37.50	$37.50	$107.66
Senior Acquisition Agent	Roy Guinaldo	Acquisition/Relocation Agent	$35.95	$35.95	$35.95	$103.21
Senior Project Analyst	John Van Hoogan	Cost Estimates	$31.25	$31.25	$31.25	$89.72
Project Support	Rosie Stewart	Project Support	$24.03	$24.03	$24.03	$68.99
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00

INDIRECT COST	
Overhead	100.00%
General & Admin	61.00%
Total	**161.00%**

FEE (PROFIT)	10%

Escalation Per Year =			
Year	# of Months		Value
2014	12		0.00%
2015	12		0.00%
2016	12		0.00%
2017	0		0.00%
TOTAL	36		0.00%

EXHIBT B-6

LEIGHTON

Revised June 11, 2013

Proposal No. TE13-019

RBF Consulting
3300 East Guasti Road, Suite 100
Ontario, CA 91761

Attention: Mr. Timothy T. Haile, PE

Subject: Proposal to Provide Geotechnical and Environmental Services
Proposed SR-60/Theodore Street Interchange Improvements
Moreno Valley, California

In accordance with your request, Leighton Consulting, Inc. (Leighton) is pleased to present this *revised* scope and fee proposal to provide geotechnical engineering and environmental services for the subject project. We believe that Leighton is uniquely qualified to provide these services due to our past experience in the site vicinity, which includes geotechnical studies and ADL survey for widening of SR-60 between Redlands Boulevard and Theodore Street, and materials report and pavement evaluation for Theodore Street on-and off-ramps associated with interim improvements for Skechers World Distribution Center. Additional information regarding our qualifications can be provided upon request

PROJECT DESCRIPTION/ASSUMPTIONS

Based on information provided (Draft PSR-PDS dated February 2013), we understand that the City of Moreno Valley (City), in cooperation with the California Department of Transportation (Caltrans), District 8, and the County of Riverside, is proposing to reconstruct the interchange at SR-60 and Theodore Street. We understand that the proposed improvements are to generally consist of a Modified Partial Cloverleaf interchange. For this design option, the existing Theodore Street overcrossing (PM 21.37, Bridge No. 56-0488) would be removed and replaced by a new bridge. *A C-D road alternative between Theodore Street and Gilman Springs Road is also proposed.* This design will impact areas in all four quadrants of the interchange. Additional right of way will be required to accommodate proposed ramps in these locations.

PROPOSED SCOPE OF WORK

Based on discussions with you, we understand that our services are needed in support of the PA/ED and PS&E project development process and Alternative 2 will be chosen.

Our proposed scope of work is separated into the following three tasks to address environmental site characterization:

- Initial Site Assessment (ISA),
- Aerially Deposited Lead (ADL) survey, and
- Asbestos and lead-based-paint sampling (of the existing bridge) services.

Our proposed geotechnical scope of work in support of the PA/ED and PS&E project development process is expected to include the following tasks:

- Preliminary and final Materials Reports
- Preliminary and Final GDRs including percolation testing
- Preliminary and Final Foundation Reports (SPGR and FR)
- Percolation testing for four potential basins
- Fault Trenching (proposal provided under a separate cover)

A brief description for each of the above tasks are provided below:

Task 1 – Initial Site Assessment (ISA)

The purpose of the ISA is to evaluate potential recognized environmental conditions (RECs) on and around the proposed site/alternatives that would affect future project construction. The proposed ISA will be performed in general accordance with the current ASTM "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessments Process E 1527-05". The document will also be prepared under the ISA guidelines discussed in Chapter 18 of the Caltrans *Project Development Procedures Manual* dated February 28, 2006.

The ISA will include a site reconnaissance with photographic coverage, owner and user screen questionnaires, environmental database review, records search from Caltrans and local city agencies, completion of the Caltrans ISA checklist, and historical records review including aerial photographs and topographic maps. An illustrated ISA Report will be submitted that includes our conclusions and recommendations.

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Access to right-of-way acquisition properties can cause project delays; therefore, Leighton will work closely with RBF to obtain a list of acquisition properties associated with the Project, including assessors' parcel numbers, addresses, and owner information. The property owners will be contacted at commencement of ISA activities so that access and interviews can be obtained in a timely manner. If the ISA identifies RECs that should be investigated, we will notify RBF and coordinate necessary project aspects with the Caltrans Environmental Engineering.

For budgeting, we have made two important assumptions as follows:

- **Caltrans Encroachment Permit**: For centralized efficiency for the whole RBF team, we assume an encroachment permit will be acquired by RBF, which we can use to access Caltrans right-of-way at this interchange; costs to obtain an encroachment permit are not included in our cost estimate.
- **Parcel Takes**: We have budgeted for 7 parcel takes (2 to 3 for each new diamond ramp). More parcel takes will increase our ISA cost.

An initial site assessment (ISA) cannot wholly eliminate uncertainty regarding hazardous environmental condition(s) at impacting a property. Performance of this ISA is intended to reduce, but not eliminate, uncertainty regarding the potential for hazardous environmental conditions at or impacting a property, and this practice recognizes reasonable limits of time and cost.

Task 2 – Phase II ISA (Aerially Deposited Lead Survey)

Leighton will conduct an Aerially Deposited Lead (ADL) survey for the proposed alignments/alternatives. Our ADL sampling will consist of pre-sampling activities (including preparation of a work plan, a health and safety plan, and underground utility clearance), direct-push soil sampling, analytical laboratory testing for lead, statistical analysis and report preparation, as describe in the following subsections:

- **Pre-Sampling Activities**: Leighton will prepare a Work Plan for this fieldwork and submit to Caltrans for their approval prior to the start of work. We will also prepare a Health and Safety Plan (HSP) for this fieldwork, in compliance with the Occupational Safety and Health and Administration (OSHA) regulation 29 CFR 1910.120 and signed by a Certified Industrial Hygienist. We will mark proposed boring locations and Underground Service Alert (USA) will be contacted prior to our subsurface exploration, to designate underground utility locations. Leighton anticipates that an encroachment permit and access agreements to private land will be provided by others.

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- **Direct-Push Soil Sampling**: Leighton previously conducted an ADL Survey to the SR-60 East-Bound Widening between Redlands Boulevard and Theodore Street in August 2008. Leighton will use the information from this report to avoid duplicate sampling activities. Sampling intervals for this project are assumed to be 400 lineal feet for a total of *34 borings*. The borings will be advanced using a direct push truck-mounted drill rig, sampling soils at depths of ½-, 1-, 2- and 5-feet below existing exposed grade. The soil samples will be collected in acetate sleeves, placed in an ice-cooled chest for temporary storage and transported to laboratory certified by the California Environmental Laboratory Accreditation Program for analysis as described below. Traffic Control will conform to Caltran's Standard Plan T10 for shoulder closures.

- **Analytical Laboratory Testing**: Collected soil samples will be analyzed by a fixed based State Certified Laboratory for total threshold limit concentration (TTLC) lead by EPA Method 6010B. Samples with TTLC lead above 50 mg/kg but less than 1,000 mg/kg will be analyzed for Soluble Threshold Limit Concentration (STLC) by California (CA) Waste Extraction Test (WET) method using citric acid (WET-CITRIC). Samples that exhibit a TTLC exceeding 400 mg/kg but lower than 3,397 mg/kg will be analyzed with an additional CA WET method using deionized water (WET-DI). An additional 10% of random soil samples will also be analyzed for WET-CITRIC and WET-DI. Soil samples with TTLC lead > 1,000 mg/kg will also be analyzed by the Toxicity Characteristic Leaching Procedure (TCLP) by EPA Method 1311. An additional 10% of random soil samples will also be analyzed for TCLP if deemed necessary for the statistical analysis. For the purposes of this cost estimate, it is assumed that 15 soil samples will be analyzed for STLC WET-CITRIC, STLC WET-DI, and TCLP. In addition, 10% of the soil samples (11 soil samples) will also be analyzed for soil pH by EPA Method 9045.

- **ADL Report**: Leighton will analyze field and laboratory data and prepare a letter-report summarizing results of this soil sampling and analysis. We will perform a statistical evaluation of these soil samples tested for lead to characterize the soil to an 80% confidence interval. This statistical analysis will be performed in accordance with SW-846, Chapter 9. Our report will include conclusions and recommendations and will be signed by a California registered Professional Geologist or Engineer (PG or PE).

Task 3 – Asbestos And Lead-Based Paint Sampling

Purpose of this asbestos and lead-based paint sampling on the Theodore bridge (PM 21.37, Bridge No. 56-0488) is to look for hazardous materials that may require special handling or disposal during bridge demolition/modification/augmentation construction. *Leighton will also research as-built and/or maintenance records for the bridge to determine the existence of potential asbestos containing materials within the bridge.* Leighton will oversee and coordinate asbestos and lead-based paint sampling by a

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qualified subcontractor. The following is a breakdown of our anticipated scope of work for sampling and analysis of surficial materials obtained from the bridge structure.

- Provide required traffic control and scissors-lifts for this sampling.
- A field representative will visit the bridge to establish appropriate sampling locations.
- We will then conduct an asbestos and lead-based paint survey in accordance with all applicable regulatory and professional requirements, in anticipation of structure demolition/modification/augmentation construction.
- Sampling locations will be digitally photographed.
- Provide written documentation of our survey including observations, evaluations/findings, photo exhibits and sample test results.

Further details regarding the scope and methods of sampling and testing can be provided upon request. *Destructive testing is not included in the above survey. If review of the maintenance documents do not provide sufficient information with regards to potential asbestos containing materials within the bridge structure (asbestos pipes within sidewalk similar to Nason Bridge), destructive testing may be warranted to further verify. This testing/potholing can be conducted at the time of the structure demolition by a licensed abatement contractor with appropriate precautionary measures. We recommend that this is included as a provisional line item in the bid documents to verify the presence and disposal of such materials.*

Task 4 – Preliminary Materials Report

Leighton will prepare a preliminary materials report addressing the materials conditions and pavement design aspects based on exiting information and previous testing performed during design and construction of interim improvements of the exiting interchange. The report will generally follow the requirements of Topic 114 and Chapter 600 of Caltrans Highway Design Manual (HDM). Our report will be signed and stamped by a California licensed Geotechnical Engineer (GE).

Task 5 – Preliminary Geotechnical Design Report (GDR)

Leighton will prepare a preliminary geotechnical design report based on exiting information collected during design and construction of the adjacent Skechers building and interim improvements of the exiting interchange. The collected information will be evaluated and provided in this preliminary GDR, including site geology, subsurface conditions, faulting and seismicity, corrosion potential, earthwork and grading (including slope gradients), roadway structural sections/pavement design, excavations, lateral earth pressures, *slope stability*, material specifications, material sources and disposal.

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Our reports will be signed and stamped by a California licensed Geotechnical Engineer (GE) and a Certified Engineering Geologist (CEG). In addition, we will perform 2 percolation tests at 1.5 to 2.5 feet below exiting ground surface for the 5 infields (total 10 tests). We assume that an encroachment permit, if required, will be provided to us.

Task 6 – Preliminary Structures Foundation Report (SFR)

Leighton will prepare a preliminary SFR based on exiting information collected during design and construction of the adjacent Skechers building and interim improvements of the exiting interchange. Depending on existing information, we may also drill hollow-stem auger borings to at least 80-foot-deep at middle bent. The collected information will be evaluated and provided in this preliminary SFR, including site geology, fault rupture, and the selection of specific foundation type for the bridge. Our report will be prepared in general accordance with Caltrans Guidelines (updated December 2009) and signed and stamped by a California licensed Geotechnical Engineer (GE) and a Certified Engineering Geologist (CEG).

Task 7 – Final Materials Report

Leighton will prepare a final materials report based on additional field and laboratory testing performed for the selected interchange alternative. The report will generally follow the requirements of Topic 114 and Chapter 600 of HDM and organized in general accordance with California Test (CT) 130 (Caltrans, 2000). The main purpose of this report is to develop design and construction recommendations to aid RBF in preparing project Plans, Specifications and Estimates (PS&Es). As such, this report will provide site-specific geotechnical information and recommendations for project (proposed ramps) pavements, mitigating soil corrosion and materials sources as outlined in the HDM. Leighton will drill hollow-stem auger borings along the proposed alignments of all ramps and auxiliary lanes to perform appropriate field testing and collect samples for laboratory testing. Leighton anticipates that an encroachment permit to Caltrans easements and access agreements to private land will be provided by RBF. Our report will be signed and stamped by a California licensed Geotechnical Engineer (GE).

Task 8 – Final Geotechnical Design Report (GDR) and Foundation Report

Our final GDR report will be based on comprehensive field and geotechnical laboratory testing and analyses prepared in accordance with most current Caltrans guidelines and requirements. Our field program will explore geotechnical subsurface conditions along this proposed bridge alignment at each bent, and along ramps and auxiliary lanes. We plan to drill hollow-stem auger borings to at least 80-foot-deep at each embankment. All our borings will be visually logged by a member of our technical staff. Representative

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relatively undisturbed and bulk soil samples will be collected at selected depth intervals in the borings. Our borings will be backfilled with soil cuttings from borings and topped with cold patch asphalt or rapid set concrete (where pavement is penetrated) to match existing surfaces. Geotechnical testing of sampled soil materials will be conducted in our laboratory for soil classification and to evaluate engineering properties. At this stage of the project process, we typically provide GDR and/or Structures Foundation Report (FR) for the bridge PS&E submittal, and a letter report for the roadway pavement and embankment, and retaining walls foundation. Our reports will be signed and stamped by a California licensed Geotechnical Engineer (GE) and a Certified Engineering Geologist (CEG) and will include exploration logs (LOTBs) and field test data, geotechnical laboratory test data, and geotechnical cross sections in addition to the following:

- **Alignment Conditions**: We will review and summarize the surface and subsurface geologic conditions and materials, groundwater conditions, and the engineering properties of the soils encountered during this investigation.
- **Seismic Design Parameters**: We will present results of site-specific seismic hazard evaluation including recommended soil profile type, peak bedrock acceleration and design acceleration response spectra (ARS) curves, in accordance with current (2012) Caltrans seismic design criteria.
- **Earthwork and Grading**: We will present earthwork criteria, including recommendations for clearing and site preparation, subgrade preparation, recommendations for removal of unsuitable soil or fill, utility trench backfill, surface drainage, and landscaping considerations. Recommendations for import soil engineering and compaction criteria will also be provided.
- **Foundation Design Recommendations**: Utilizing data collected during our subsurface exploration, we will recommend suitable foundation types for the proposed replacement bridge, retaining walls, and other structures. Relevant foundation design parameters will be provided in the reports. Foundation design parameters include: footing data table, bearing pressures and settlements.
- **Corrosion Potential**: Results of corrosivity tests will be presented and analyzed in accordance with *Caltrans Corrosion Guidelines*. Recommendations for corrosion protection and mitigation of steel and concrete foundation elements will also be provided.

Task 9 – Field Percolation Testing (Four Basins)

Leighton proposes to perform two (2) percolation tests per basin within a depth of 2 to 5 feet BGS unless specified by the civil engineer prior to field testing (depth not to exceed 5 feet). The tests will be performed in general accordance with those set forth in

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California Test 750, "Method For Determining The Percolation Rate Of Soils Using A 6-Inch-Diameter-Test Hole." These tests are to be performed simultaneously with either the ADL field sampling or the geotechnical borings so no additional field mobilization of drill rig is required.

COST ESTIMATE

We propose to complete the above scope of services on time-and-expense basis for the estimate fee as further outlined in Table 1 below.

Task #	Brief Description of Task	Fee ($)*	Anticipated Schedule (weeks)**
1	Initial Site Assessment (ISA), ≤7 parcel takes	12,000	4 to 6
2	Aerially Deposited Lead (ADL) Survey	31,736	4 to 8*
3	Bridge Structure Asbestos and Lead-Based Paint Sampling	7,000	3 to 4
4/5/6	Preliminary Materials, Geotechnical Design, Structure Foundation Reports and meetings***	25,722	2 to 3
7/8	Final Materials, Geotechnical, and/or Structures Foundation Reports (26 to 36 borings) and meetings***	46,014	6 to 8
9	Percolation testing for 4 basins (8 total tests)	6,520	1 to 2
10	Fault Trenching, See proposal under separate cover	65,692	NA
11	Addendum reports (no field work) and meetings***	9,154	NA
TOTAL:		$203,838	(parallel not serial)

*Alternative 2 is chosen with C-D road alternative between Theodore St. Gilman Springs Rd.
**Assuming that necessary encroachment permit is already provided, where applicable.
***Total of Five Project Team Meetings or Agencies are assumed (at 4 hrs/meeting at locations < 60 miles from site)

Services requested beyond the above-described scope will be billed on a time-and-expense basis in accordance with Leighton's *FAR Fee Schedule* submitted for this project. Please note that our fee is contingent on the following conditions:

- The information provided by your office will include reports of previous geotechnical or environmental-related investigations of the site, <u>not</u> performed by Leighton.
- We will obtain encroachment permits from the City of Moreno Valley to have legal access to drill within right-of-ways of existing streets. Other permits to access Caltrans right-of-way and private properties will be provided to us.
- The project is subject to the Prevailing Wage Law.

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- This fee is based on the condition that our fieldwork can be performed during normal weekday daylight-hours. Additional costs will accrue if nighttime or weekend exploration is required.
- Electronic copies of proposed interchange improvement plans and alignments with property boundaries will be provided to us.

CLOSURE

We appreciate the opportunity to provide this proposal. If you have any questions regarding this proposal, please do not hesitate to contact this office. The undersigned can be reached at 866-*LEIGHTON*, directly at the phone extensions and e-mail addresses listed below.

Respectfully submitted,

LEIGHTON CONSULTING, INC.

Simon Saiid, PE, GE
Principal Engineer
Extension 8013, ssaiid@leightongroup.com

Kristin Stout
Senior Project Scientist
Extension 8927, kstout@leightongroup.com

Distribution: (1) addressee

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ESTIMATED HOURS AND FEE
SR-60 AT THEODORE STREET INTERCHANGE
CITY OF MORENO VALLEY
Exhibit "B-6"

LEIGHTON CONSULTING

	Task Description	Hours										Total Estimated Hours	Total Estimated Fee
		Principal	Project Manager	Technical Manager	Senior Project Engineer/Planner	Project Engineer/Planner	Design Engineer	Design Technician	Technician	Clerical	Subconsultants/ Other Direct Costs		
		$ 214	$ 179	$ 159	$ 118	$ 97	$ 73	$ 96	$ 118	$ 70			
2.0	Preliminary Engineering Studies Approved by Caltrans											0	$ -
2.10	Preliminary Geotechnical Investigations and Evaluation											0	$ -
	ISA, ADL, and Bridge Asbestos	2	4		94		130	20		45	$ 24,000	295	$ 50,736
	Preliminary Geotechnical Reports	4	50	40		24	40	20		20	$ 1,000	198	$ 25,722
	Subsurface Fault Investigation	24	4				52	8	40	8	$ 50,000	136	$ 65,692
												0	$ -
												0	$ -
OTHER DIRECT COSTS FOR PHASE 1												0	$ -
	Reproduction & Mileage											0	
	Aerial Photogrametry												
	Title Reports												
	PHASE 1 SUBTOTAL:	**30**	**58**	**40**	**94**	**24**	**222**	**48**	**40**	**73**	**75000**	**629**	**$ 142,150**
12.0	65% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 95% PS&E											0	$ -
12.9	Geotechnical Design and Reports											0	$ -
	Geotechnical Design Reports	4	40	40		42	70	32		30	$ 16,000	248	$ 46,014
	Percolation Testing		2	2			44			2	$ 2,500	50	$ 6,620
13.0	95% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 100% PS&E											0	$ -
13.2	Update Reports	2	16	16		12	14	6		8		74	$ 9,154
OTHER DIRECT COSTS FOR PHASE 2:												0	$ -
	Reproduction & Mileage											0	$ -
	Appraisals and Review Appraisal											0	$ -
	Utility Potholes											0	$ -
	PHASE 2 SUBTOTAL:	**6**	**58**	**58**	**0**	**54**	**128**	**38**	**0**	**30**	**$ 20,500**	**372**	**$ 61,688**
	TOTAL ESTIMATED HOURS AND BUDGET:	**36**	**116**	**98**	**94**	**78**	**350**	**86**	**40**	**103**	**$ 95,500**	**1001**	**$ 203,837**

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LEIGHTON CONULTING INC.

LABOR RATE SCHEDULE
SR-60/THEODORE STREET INTERCHANGE
PROFESSIONAL PLANNING AND ENGINEERING SERVICES

June 25, 2013

STAFF CLASSIFICATION	STAFF NAME	PROJECT ROLE	RANGE OF DIRECT HOURLY RATES		INITIAL DIRECT HOURLY RATE	FULLY LOADED HOURLY RATE (initial)	FULLY LOADED HOURLY RATE (2014)
			LOW	HIGH			
Sr. Principal Engineer/Geologist	Bob Riha / Tom Benson	Project Manager	60	72	$68.00	$204.51	$208.60
Principal Engineer	Simon Saiid, PE, GE	Project Manager	55	65	$57.69	$178.76	$182.34
Associate Engineer	Siva Sivathasan, PE, GE	Task Manager	50	55	$51.44	$159.40	$162.59
Sr. Project Scientist	Kristin Stout / Richard Or	Task Manager	33	46	$38.00	$117.75	$120.11
Sr. Staff Engineer	Sreekar Pullala	Project Engineer	30	35	$31.25	$96.83	$98.77
Staff Engineer/Geologist	Bashir Saiid / Jeff Deland	Design Engineer	21	26	$23.50	$72.82	$74.28
CAD Tech / GIS / Drafter	Buu Tran / Cristiano Giovando / Mary Murphy	Design Technician	26	36	$31.00	$96.06	$97.98
Secretary / Accounting	Deb Meggers, Mary-Ann Venilli, Karen Oulette	Admin/Clerical Support	20	25	$22.50	$69.72	$71.12
Soils Technician - PW	Loren Murphy / Avi Shwartz	Technician			$38.18	$118.31	$120.67
						$0.00	$0.00
						$0.00	$0.00
						$0.00	$0.00

INDIRECT COST	
Overhead	48.90%
General & Admin	132.80%
Total	**181.70%**

FEE (PROFIT)	10%	

Escalation Per Year =			
Year	**# of Months**		**Value**
2014	12		0.00%
2015	12		0.00%
2016	12		0.00%
2017	0		0.00%
TOTAL	36		0.00%

EXHIBT B-7

ARELLANO AND ASSOCIATES

City of Moreno Valley
State Route 60 / Theodore Street Interchange Improvements
Proposed Public Outreach Services Scope of Work – Arellano Associates

Arellano Associates is pleased to propose the following services to support the notification and public circulation of the Draft Environmental Document for the State Route 60 / Theodore Street Interchange in Moreno Valley.

Proposed public outreach activities include:

Task 1: Stakeholder Database

AA will develop a stakeholder database to serve as the official contact list for this task. Contacts will include elected officials, city/county/school district representatives, planning commissioners, residents, businesses, transportation and transit agencies, logistics organizations, emergency responders, news media and other area stakeholders identified by Caltrans and the project team. Parcel data also will be obtained for property owners and tenants in the vicinity of the project area.

Deliverables:
Stakeholder database, updated stakeholder databases (following public meeting, public hearing and inquiries)

Task 2: Collateral Material

AA will prepare collateral material for the Public Meetings outlined in Task 3. Material will include public notices to conform to the Caltrans template, a project fact sheet, sign-in sheets, comment cards, and name tags. Information will be translated into Spanish to ensure complete communication. AA will coordinate placement of newspaper advertisements in both English and Spanish in two local newspapers. All materials will undergo review by Caltrans and internal CONSULTANT project team prior to issuance or printing.

Deliverables:
Public notices, project fact sheet, newspaper advertisements, sign-in sheets, comment cards, name tags – English and Spanish

Task 3: Public Meetings

AA will coordinate two (2) Public Information Meetings, both in an open house format. The first meeting will take place during public circulation of the Draft Environmental Document and the second prior to the selection of the LPA. Support activities for both meetings will include coordination of dates and times with the project team, organization of facility details (including equipment and insurance, if applicable), meeting set-up and clean-up, materials listed in Task 2, photography, refreshments and preparation of a summary report. Meeting participants will receive copies of project materials, encouraged to complete the comment card and added to the stakeholder database for future communication.

Deliverables:
Meeting logistics lists, summary reports and comment log

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Task 4: Public Hearing Record

AA will prepare a record of the Public Meetings, including a summary of the notification methods, level of participation, comments, and other items to serve as documentation of the meeting.

Deliverables:
Draft/final Public Meeting Record

Task 5: Team Coordination/Meeting Record

AA will attend and participate in Project Development Team meetings as needed.

cm: 05-29-13

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City of Moreno Valley
State Route 60 / Theodore Street Interchange Improvements
Outreach Services Budget Estimate - Arellano Associates

As of: April 29, 2013

LABOR COSTS	Cheryl Donahue		Maria Yanez-Forgash		Staff Support		TOTAL	
	Project Manager		Outreach Support		Outreach Support			
	$ 158.40		$ 95.04		$ 35.20			
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Task 1 Stakeholder Database	8	$ 1,267	24	$ 2,281	60	$ 2,112	92	$ 5,660
Task 2 Collateral Material	8	$ 1,267	24	$ 2,281	42	$ 1,478	74	$ 5,027
Task 3 Public Meeting and Public Hearing	20	$ 3,168	32	$ 3,041	40	$ 1,408	92	$ 7,617
Task 4 Public Hearing Record	16	$ 2,534	24	$ 2,281	32	$ 1,126	72	$ 5,942
Task 5 Project Coordination	8	$ 1,267	8	$ 760	8	$ 282	24	$ 2,309
SUB-TOTAL LABOR COSTS	60	$ 9,504	112	$ 10,644	182	$ 6,406	354	$ 26,555
DIRECT COSTS*								
Graphics/Printing								1,000
Mailing Prep/Postage - Public Hearing Notices								2,000
Advertisements (x2 meetings)								10,000
Meeting Supplies/Refreshments (x2 meetings)								300
Facility Rental (x2 meetings)								400
Translation								500
Certified Bilingual Interpretation (x1 meeting)								500
Court Reporter (x1 meeting)								750
Parcel Data								500
Mileage								400
SUB-TOTAL - DIRECT COSTS*								16,350
TOTAL PROPOSED BUDGET								$ 42,905

* Direct Costs to be billed at actual cost.

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Arellano Associates

LABOR RATE SCHEDULE
SR-60/THEODORE STREET INTERCHANGE
PROFESSIONAL PLANNING AND ENGINEERING SERVICES

June 25, 2013

STAFF CLASSIFICATION	STAFF NAME	PROJECT ROLE	RANGE OF DIRECT HOURLY RATES		INITIAL DIRECT HOURLY RATE	FULLY LOADED HOURLY RATE
			LOW	HIGH		
Project Manager	Cheryl Donahue	Public Outreach	90	100	$90.00	$158.40
Outreach Specialist	Maria Yanez-Forgash	Public Outreach	54	61	$54.00	$95.04
Outreach Support	Support Staf	Public Outreach	20	30	$20.00	$35.20
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00

INDIRECT COST	
Overhead	60.00%
General & Admin	
Total	**60.00%**

FEE (PROFIT)	10%

Escalation Per Year =			0.00%
Year	**# of Months**		**Value**
2014	12		0.00%
2015	12		0.00%
2016	12		0.00%
2017	0		0.00%
TOTAL	36		0.00%

EXHIBT B-8

UTILITY SPECIALISTS

Utility Specialists

Dry Utility Scope of Work for SR60 & Theodore Street, Moreno Valley, CA

Preliminary Tasks:

- Request facility maps from utilities and follow up requests as necessary (Qty: 7)
- Field site to determine existing utilities
- Assist in determination of Utility Right-of-way requirements
- Request Utility Property rights verification

Project Support:

- Attend meetings (Qty: 5)
- Monthly Progress Report (Qty: 12)
- Provide Utility Verification letters (Qty: 7)
- Provide Utility Relocation Claim letters (Qty: 3)
- Provide (Utility) Notice To Owners (Qty: 3)
- Submit Plans to Utilities for Utility Verification (Qty: 7) (plans provided by others)
- Complete Right-of-way Data Sheet item VII, and Utility Information Sheet items 1 - 5

Design:

- Relocation Study for 2 alternatives
- Cost estimate for 2 alternatives. Initial, 65%, 95%, 100%
- Coordinate utility preliminary relocation designs
- Distribute and review utility preliminary relocation designs
- Plot existing dry utilities on base provided by civil (redline not Cad)
- Submit 65% plans to Utilities for utility relocation designs (plans provided by others)
- QA plans 65%,95%, 100%
- Coordinate utility final designs (Qty: 3)

**Note the attached Scope applies to franchise gas, electric, communication, oil. Wet utilities and private or after meter utilities not included.*

ESTIMATED HOURS AND FEE
SR-60 AT THEODORE STREET INTERCHANGE
CITY OF MORENO VALLEY
Exhibit "B-8"

UTILITY SPECIALISTS

	Task Description	Hours					Total Estimated Hours	Total Estimated Fee
		Sr. Project Manager	Sr. Project Specialist	Project Specialist	Project Coordinator	Design Specialist		
		$ 209	$ 208	$ 136	$ 80	$ 134		
2.0	Preliminary Engineering Studies Approved by Caltrans							
2.7	Utility Assessment	16	9	22	33	4	84	$ 11,395
	OTHER DIRECT COSTS FOR PHASE 1							
	Reproduction & Mileage						0	
	Aerial Photogrammetry							
	Title Reports							
	PHASE 1 SUBTOTAL	**16**	**9**	**22**	**33**	**4**	**84**	**$ 11,395**
12.0	65% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 95% PS&E						0	$ -
12.12	Draft Utility Plans	25	6	10	7	10	58	$ 9,736
13.0	95% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 100% PS&E						0	$ -
13.4	Update Utility Plans	12	2	4	9		27	$ 4,192
16.0	Right of Way Acquisition Complete						0	$ -
16.2	Utility Coordination	4			4		8	$ 1,156
16.3	Utility Notices	4	8		8		20	$ 3,145
16.4	Utility Relocations	4	8	8	40	4	64	$ 7,338
							0	$ -
	OTHER DIRECT COSTS FOR PHASE 2:						0	$ -
	Reproduction & Mileage						0	$ -
	Appraisals and Review Appraisal						0	$ -
	Utility Potholes						0	$ -
	PHASE 2 SUBTOTAL	**49**	**24**	**22**	**68**	**14**	**177**	**$ 25,568**
	TOTAL ESTIMATED HOURS AND BUDGET	**65**	**33**	**44**	**101**	**18**	**261**	**$ 36,964**

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Utility Specialists California, Inc.

LABOR RATE SCHEDULE
SR-60/THEODORE STREET INTERCHANGE
PROFESSIONAL PLANNING AND ENGINEERING SERVICES

June 25, 2013

STAFF CLASSIFICATION	STAFF NAME	PROJECT ROLE	RANGE OF DIRECT HOURLY RATES		INITIAL DIRECT HOURLY RATE	FULLY LOADED HOURLY RATE
			LOW	HIGH		
Sr. Project Manager	Tony Nissen	Primary lead on Project T	60.24	60.24	$60.24	$209.06
Sr. Project Specialist	David Warner	Technical resource on pr	39.16	60.00	$60.00	$208.23
Project Specialist	Marty Peterson	Technical resource on pr	39.16	60.00	$39.16	$135.90
Project Coordinator	Jennell Lawrence	Support PM and team. Al	21.70	23.15	$23.15	$80.34
Design Specialist	Andre Rubiano	Support CAD and design	26.43	38.57	$38.57	$133.86
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00

INDIRECT COST	
Overhead	215.50%
General & Admin	0.00%
Total	**215.50%**

FEE (PROFIT)	10%

Escalation Per Year =			
Year	# of Months		Value
2014	12		0.00%
2015	12		0.00%
2016	12		0.00%
2017	0		0.00%
TOTAL	36		0.00%

RBF
A [redacted] Company

Accelerated Project Delivery.
Established Relationships.
Proven Success.

May 9, 2013

Ms. Margery Lazarus, P.E. | *Senior Engineer*
City of Moreno Valley
Capital Projects Division
14325 Frederick Street, Suite 9
Moreno Valley, CA 92552-0805

Subject: Proposal for Professional Consultant Services for the State Route 60/Theodore Street Interchange Improvements Project No. 801 0052 70 77

Dear Ms. Margery Lazarus:

I am pleased to provide you with our work plan and cost proposal to accelerate and deliver the necessary services for the SR-60/Theodore Street Interchange Improvements Project, to accommodate economic growth in the City of Moreno Valley. RBF's proven success with Caltrans District 8 with accelerated delivery will realize the necessary improvements to the interchange for growth in the City. I have developed a unique approach to reduce the typical Caltrans delivery process by two years to realize these improvements for the City. RBF is successfully executing this same approach on the I-10/Jefferson Street interchange, which is delivering environmental clearance and construction drawings within three years. The key to this accelerated delivery program is my established relationships with Caltrans District 8 District Director, Basem Muallem, executive management, and supporting staff. Our team of experts, coupled with relationships at Caltrans, will successfully deliver this project to the City. We are very excited to have the opportunity to work on this project with you and the regional partners to set the bar for future projects in the region to accelerate and deliver infrastructure improvements to the public.

The RBF Team is committed to excellence! To demonstrate this pledge, we carefully assembled our team to include the following sub-consultant partners and experts: **Parsons Brinckerhoff** (Traffic Analysis), **LSA Associates, Inc.** (Environmental), **Overland, Pacific & Cutler, Inc.** (Right-of-Way), **Leighton Consulting, Inc.** (Geotechnical), **Arellano Associates** (Public Outreach), and **Utility Specialists** (Utilities).

The RBF Team will provide the City of Moreno Valley with the following benefits:

- **Hands-On, Local Project Manager | Tim Haile, PE** is recognized as a Project Manager who takes ownership of each of his projects and is actively involved in understanding every project detail. He is a known expert in delivering PA/ED and PS&E in Caltrans District 8. He is local to Riverside County and is respected for his ability to build consensus among stakeholders while effectively collaborating with Caltrans and FHWA to deliver a successful project. Mr. Haile's relationships with District 8 are unparallel. He has maintained a strong relationship with Mr. Emad Makar, Caltrans District 8 Project Manager for the SR-60/Theodore Street Interchange, Mr. Anthony Ng, Headquarters Reviewer and FHWA Liaison at Caltrans District 8 and has worked closely with Caltrans NEPA Delegation, Mr. James Shankel and Senior Environmental Planner, Mr. Kurt Heidelberg.

- **Proven Accelerated Project Delivery Due to Established Relationships** | RBF is successfully executing the accelerated delivery approach on I-10/Jefferson Street interchange. RBF is working with Mr. Emad Makar, Mr. Anthony Ng, Mr. Du Lu, Mr. James Shankel, and Mr. Kurt Heidelberg on the I-10/Jefferson Street interchange. These are same individuals assigned to the SR-60/Theodore Street interchange due to our established relationships with District 8. We know how to work together, understand our expectations, and have developed partnerships to deliver projects. It is through these established relationships and partnerships that the I-10/Jefferson Street interchange project has been successful. In other words, this is the same Caltrans and Consultant team, same accelerated project delivery approach, and same proven success, which brings tremendous value to the City of Moreno Valley.

- **Unparallel Knowledge of the SR-60/Theodore Street interchange** | Our team has extensive experience relative to the SR-60/Theodore Street interchange and surrounding development. Mr. Tim Haile, PE is leading and preparing the Project Study Report – Project Development Support (PSR-PDS) and Preliminary Environmental Analysis Report (PEAR) for the SR-60/Theodore Street Interchange. RBF supported the City and Caltrans in preparing the Draft Cooperative Agreement for PA/ED, PS&E, and Right-of-Way. PB, LSA, and Utility Specialists prepared the traffic study and environmental documentation for the World Logistics Center, an adjacent proposed development to the interchange. Our team has already collected traffic counts for the interchange traffic study. Our team is already familiar with the environmental scope and ready to perform biological surveys. There is no other team that knows more about the SR-60/Theodore Street interchange than the RBF team. Based on our prior experience, every member of our team is ready to begin work immediately upon receipt of a "Notice-to-Proceed."

Please feel free to call me at **909/974-4922** if you have any questions or would like to schedule a time for us to meet with you.

Respectfully,

Tim Haile, PE
Senior Associate, Transportation Public Works
Project Manager
909/974-4922 | thaile@rbf.com

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   Attachment K - List of Subconsultants
   Attachment L - Proposer's List of Subconsultants (DBE and Non-DBE) – Part I
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   Attachment M - Exhibit 10-O2: Local Agency Consultant DBE Information

Cost Proposal ..... *Separately Sealed*

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1. The Right Team

The Right Team

Firm Profiles

RBF Consulting | *Prime Firm*

RBF Consulting, a Company of Michael Baker Corporation (RBF), is a full-service consulting firm providing turnkey planning, design, and construction services for public- and private-sector clients on a diverse range of projects.

RBF is a California corporation founded in Orange County, California in 1944. With over 65 years of experience, RBF offers a professional staff of nearly 500 employees located in 14 offices throughout California, Arizona, and Nevada. Nearly 250 personnel are headquartered in RBF's Irvine office. Through RBF's recent merger with Michael Baker Corporation, our team has grown to over 3,000 professionals located in 87 offices nationally.

In the 2013 list of "Top 20 Design Firms" as published by Engineering News Record (ENR), our firm ranked number 12. The firm is also ranked number 13 in the national list of "Top 100 Pure Designers." The firm's ENR ranking for "Top 500 Design Firms" is number 30.

RBF has played a significant role in development and implementation of the expansive transportation network throughout Southern California. We have been involved in a leadership role on significant projects such as the Riverside County-Orange County Major Investment Study (MIS), SR-91 Corridor Improvement Project (CIP) to extend the SR-91 Express Lanes into Riverside County, design-build of the SR-241 toll road, and the I-5/I-405 Interchange Project (also known as the "El Toro Y").

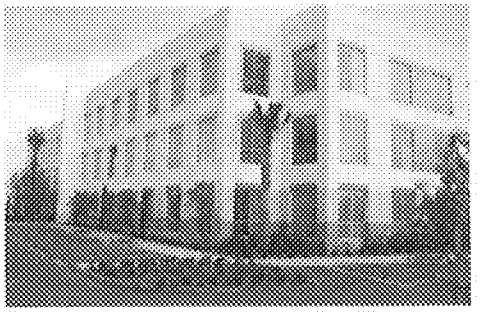

3300 East Guasti Road,
Suite 100, Ontario, CA 91761
909/974-4900

Having successfully worked with Caltrans District 8 for the past 20 years, RBF has strong, established relationships at the District that will facilitate project delivery and performance for the City of Moreno Valley. This has included extensive involvement with Caltrans District 8 and FHWA staff for the development of complex geometric design for Project Reports and environmental documents for the I-10/Jefferson Street Interchange Project in Indio and the SR-91 CIP for RCTC, as well as a 4-year highway design on-call contract with District 8.

RBF brings tremendous value to the City of Moreno Valley based on our previous experience with the SR-60/Theodore Street interchange. RBF has supported the improvements associated with the adjacent Sketchers development, including planning and accommodating ultimate improvements to the SR-60 freeway and interim improvements to the interchange. RBF is also preparing in collaboration with the City and Caltrans District 8 the Project Study Report – Project Development Support for the SR-60/Theodore Street interchange.

RBF has been involved in planning and designing Caltrans freeway facilities since the advent of consultant-prepared planning and design projects in the 1980s. Our firm's experience includes preparation of over 50 Caltrans Design Reports (Project Study Report, Project Report and combined PSR/PRs), initial route alignment and feasibility studies, as well as preliminary geometric plans for over 300 miles of highway routes and over 120 freeway interchanges.

Figure 1 illustrates the extensive work on state highway projects that RBF has completed over the past 20 years involving numerous agencies in Riverside counties, as well as Caltrans District 8.

Our thorough understanding of the Caltrans review process and local public agency standards from project planning and environmental through final PS&E to construction, ensure the timely and cost-efficient completion of the bidding documents, construction drawings, and cost estimates. In addition, RBF's extensive experience in geometric design has been demonstrated through our development of final plans, specifications, and

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estimates (PS&E) for over 100 projects totaling well over $1 billion in improvements on state highways comprising over 12,000 plan sheets in accordance with Caltrans standards. RBF has also completed over 200 task orders on a wide variety of Caltrans on-call contracts in Districts 7, 8 and 12 and with the Caltrans Division of Environmental Analysis (water quality) and Engineering Services Center (structures).

The overall expertise of RBF includes transportation/traffic planning and engineering; civil, structural, mechanical, and electrical engineering; survey/mapping; environmental planning; GIS/GIT; water/wastewater engineering; architecture, land use planning, urban design, and landscape architecture; public outreach; land development; and construction management.

The SR-60/Theodore Street Interchange Improvements Project will be managed out of RBF's Ontario office, which is located in direct proximity to Caltrans District 8 and the City of Moreno Valley. RBF is a strong, financially stable firm, with no bankruptcy, pending litigation, closures or mergers that would impede our ability to complete this project.

Figure 1 - State Highway / Interchange Experience in Caltrans District 8

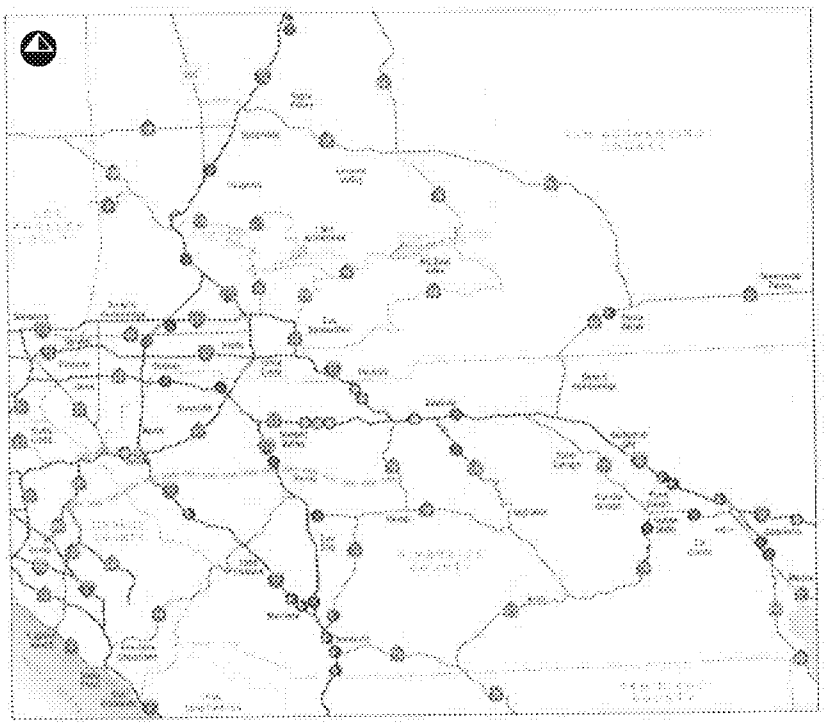

Legend

Regional Circulation Planning
- Riverside / Orange County Major Investment Study (Transportation Planning)
- Mid-County Parkway (North of Lake Mathews alignment; I-15/Mid-County Parkway Interchange; I-15 Widening; Drainage Analysis from I-15 to I-215)
- High Desert Corridor / Southern California Logistics Airport (Transportation Planning)

Caltrans Project Development Reports (PSR, PR, PSR/PR) and Final Design (PS&E)
- I-10 / Jefferson Street
- I-10 / Monterey Avenue
- I-10 / Ramon Road
- I-15 / California Oaks Road
- I-15 / Indian Truck Trail
- I-15 / Nutmeg Street Overcrossing
- I-15 / Rainbow Valley Boulevard
- I-15 / Rancho California Road
- I-15 / SR-79 South
- SR-62 Widening
- SR-79 / Winchester Road Widening

Caltrans Project Development Reports (PSR, PR, PSR/PR)
- I-10 / Cherry Valley
- I-10 / Highland Springs Avenue
- I-10 / McNaughton Parkway
- I-10 / Singleton Road
- I-10 / Cherry Avenue
- SR-91 Corridor Improvement Project

Final Design (PS&E)
- Caltrans Southern Region Lab Site and Park and Ride Lot
- Highway 111 from Plaza Way to Larkspur Lane
- I-10 Median Widening and Barrier Replacement (Nelle Avenue to Fields Road, and Cabazon Road to West Stubby Wash Bridge)
- I-15 / Valley Wells Rest Area
- I-15 Pavement Rehabilitation
- I-215 / Los Alamos Road (Bridge Structure)
- I-215 / Ramona Expressway
- SR-60 / Market Street
- SR-60 HOV Widening, I-15 to Valley Way (Traffic Engineering)
- SR-74 Coachella Valley Vista Point (Traffic Engineering)
- SR-74/Sherman Road
- SR-86 / 62nd Avenue
- SR-86 / Airport Boulevard (Traffic Engineering)
- SR-138 (Traffic Engineering)
- SR-243 Indian Vista Point (Traffic Engineering)

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Subconsultants

Parsons Brinckerhoff | Traffic

Parsons Brinckerhoff (PB) is a global consulting firm assisting public and private clients to plan, develop, design, construct, operate, and maintain thousands of critical infrastructure projects around the world. They have a full-service office local to the Project Site in San Bernardino and support major clients, including the City of Moreno Valley, Riverside County Transportation Department (RCTD), Riverside County Transportation Commission (RCTC), and Caltrans District 8.

PB has assisted Inland Empire clients for nearly 60 years with the planning, design and construction of highway and freeway improvements. PB has completed the plans, specifications and estimates (PS&E) on the $65 million SR-210/I-215 interchange connector project in San Bernardino and the $50 million I-15/La Mesa Road/Nisqualli Road interchange in Victorville, two $16 million interchanges in the lower desert and the $8 million SR-60/Nason Street interchange in Moreno Valley. All of these projects involved scope items similar to what is required for the SR-60/Theodore Street Interchange Improvements Project, including ramps, structures, auxiliary lanes and local streets, as well as significant interface with, and approval by, Caltrans District 8.

LSA Associates, Inc. | *Environmental*

LSA Associates, Inc. (LSA) is a diversified environmental, transportation, and community planning firm that evolved from a small consulting firm formed by Larry Seeman in 1976, then called Larry Seeman Associates. LSA is a leader in the fields of environmental science, planning, and design. During its 37 years in the environmental consulting field, LSA has managed a large volume of Caltrans/FHWA projects in California and has completed these services for both public-sector clients and development interests. This experience has fostered an excellent understanding of Caltrans and FHWA project development procedures and environmental review requirements. This has also resulted in the development of outstanding professional working relationships with all levels of Caltrans and FHWA personnel. LSA has prepared environmental documents (EIR/EISs,IS/EAs, CE/CEs), various environmental technical reports, feasibility studies, support for Project Study Reports, Project Reports, Project Approval Reports, and/or general project management activities for State highway projects in every Caltrans District in California.

Overland, Pacific & Cutler, Inc. | *Right-of-Way*

Overland, Pacific & Cutler, Inc. (OPC) was established in 1980 and specializes in providing clients right-of-way program management for transportation projects. OPC provides all disciplines associated with the acquisition of land and right-of-way, as well as expert relocation assistance and related services. OPC has provided right-of-way services on numerous City of Moreno Valley projects and Caltrans District 8 Projects, providing an excellent understanding of local opportunities and constraints.

Leighton Consulting, Inc. | *Geotechnical*

Leighton Consulting, Inc. (Leighton), a California corporation, has been providing geotechnical, environmental and hazardous material testing services for over 51 years. Their client base of state, regional and local agencies includes Caltrans, RCTD, RCTC, RCFC&WCD, and City of Moreno Valley. Leighton's local Temecula office will be providing the required geotechnical services for this project. Leighton's Temecula office has been providing geotechnical engineering and geologic services for southwestern Riverside County for almost 30 years and currently provides on-call geotechnical services for the City of Moreno Valley. Leighton's familiarity with local geologic conditions and applicable City and State standards will be beneficial for efficient and cost effective planning and design.

Their local experience includes numerous projects in Moreno Valley including pavement evaluation and and design for the interim widening of the on- and off-ramps for this Theodore Street Interchange, GDR and QA testing for the widening of SR-60 between Theodore Street and Redlands Boulevard (including an ADL survey), GDR and QA testing for Heacock Bridge Widening pavement design and testing for Nason Street that included a single- span cast-in-place bridge over the RCFC Line F Channel, and other street improvements for local streets such as Lassalle,

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Cactus, Eucalyptus, and others. Leighton is currently providing engineering support and QA testing for the SR-60 / Nason Street Interchange project all located within Caltrans ROW.

Leighton's local experience includes various types of transportation projects such as bridges, interchanges, and local streets. They are experienced in performing pile foundation analyses, shallow foundation analyses, slope stability analyses, retaining structures analyses, site response analyses, and liquefaction potential assessment. Leighton has provided Caltrans standard Foundation Report (FR) or Geotechnical Design Reports (GDR), Initial Site Assessment (ISA) and Aerially Deposited Lead (ADL) Surveys for numerous projects in Southern California.

Arellano Associates | *Public Outreach*

Established in 1994, Arellano Associates (AA) is a specialized public outreach and communications firm focusing on public infrastructure, transportation and urban planning programs throughout Southern California. Their team of professionals provides comprehensive communications and planning services for the full spectrum of public projects from planning to construction or implementation. AA also offers specialized professional services geared toward Latino and Spanish speaking communities. AA is a limited liability corporation and a certified Small Business-owned (SBE), Minority-owned (MBE), Woman-owned (WBE) and Disadvantaged Business Enterprise (DBE). AA operates out of a single office in the City of Chino Hills and is comprised of a team of 20 staff members. AA conducts early research of key issues within the communities it serves to gain an understanding of the public's awareness and interest in the project. AA then develops a customized strategy in consultation with the lead agency and the prime consultant for the most effective public outreach program possible. The public outreach program must support the overall technical program/process, particularly at key milestones. The overall outreach goals are to ensure that the public understands the project, how it affects them, and how to obtain more information or provide feedback.

Utility Specialists | *Utilities*

Established in 1976, Utility Specialists provides natural gas, electric, telephone and cable television system design and extension negotiation services. The firm has managed projects throughout California, Arizona, Nevada and Colorado. Utility Specialists has supported both private and public entities and managed a wide range of projects including highway expansion, high rises, commercial, residential, port/harbor, and bridges.

Utility Specialists are staffed by project managers with extensive dry utility experience. The support staff consists of highly skilled design and technical personnel. Utility Specialists has computer-aided natural gas, electric, telephone, and cable television design capability, as well as computerized project status monitoring. This firm was the first to offer dry utility construction coordination to ensure efficient facility installation and energizing once the design phase is completed.

Team Organization

The RBF Project Team is looking forward to committing its personnel and resources to the City of Moreno Valley for this very important project. As illustrated in the **Organization Chart** below, the RBF Team is led by **Mr. Tim Haile, PE**, a known expert within the Inland Empire for successful delivery of PA/ED on complex projects in Caltrans District 8. Mr. Haile is supported by individual Environmental and Engineering Leads, as well as a variety of technical experts with local knowledge and established Caltrans District 8 relationships.

Tim Haile hand selected the project team relative to the team's previous experience on the SR-60/Theodore Street interchange and surrounding development. LSA, PB, Leighton, and Utility Specialists are currently supporting the proposed development, World Logistics Center, adjacent to the interchange. Based on this experience, our team has significant background and understanding of the environmental, traffic, geotechnical, and existing utility impacts relative to the interchange. Our team is ready to hit the ground running and begin delivering PA/ED and PS&E to the City.

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Figure 1 - Organizational Chart

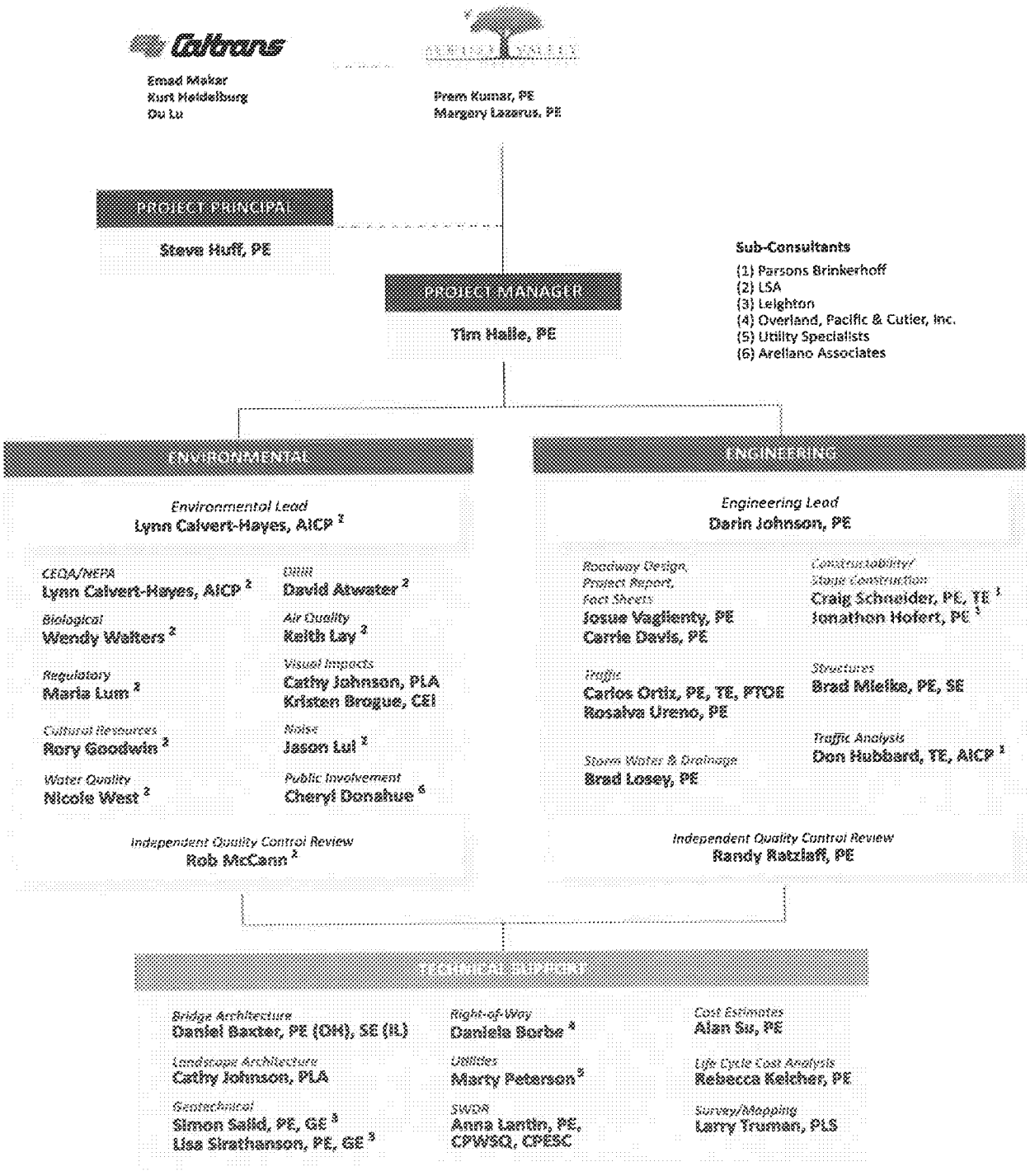

RBF has nearly 400 local engineers and planners, as well as 3,000 in-house technical and professional staff nationwide who are available to support the City of Moreno Valley and the Project Team on any part of this project, should the need arise.

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Key Personnel

Tim Haile, PE | *Project Manager*

The RBF Team will be led by Mr. Tim Haile, PE, a known expert within the Inland Empire for successful delivery of Project Reports, Environmental Documents, and Final PS&E on complex projects in Caltrans District 8. Mr. Haile has 15 years of experience with public works and transportation projects. He is an expert in Caltrans design policies, procedures and standards that apply to transportation projects.

He has been managing and assisting with large multi-discipline projects, such as the SR-60/Theodore Street Interchange PS&E, State Route 91 Corridor Improvement Project, Mid County Parkway, I-10/Jefferson Street PA/ED and PS&E, and I-15 HOT Lanes PSR. Mr. Haile has extensive knowledge of the Inland Empire and Riverside County.

Mr. Haile brings a unique combination of project management expertise, technical skills, and unparalleled agency relationships to the City of Moreno Valley for the SR-60/Theodore Street Interchange Improvements Project. As Project Manager, Mr. Haile takes ownership of each of his projects and is known to "roll up his sleeves," becoming closely familiar with every project detail.

Mr. Haile is local to Riverside County and has a long standing relationship with Caltrans District 8, specifically with management, environmental, and design staff. Over the last 15 years and since working together at Caltrans District 7, Mr. Haile has maintained a strong relationship with Mr. Anthony Ng, Headquarters Reviewer and FHWA Liaison at Caltrans District 8. He has also worked closely with Mr. Tay Dam, FHWA Field Engineer, on multiple projects. Mr. Dam frequently compliments Mr. Haile on *"his unique patience for the project development process, as well as his ability to successfully deliver projects that are rooted in complex issues"*.

In addition to the aforementioned strengths, Mr. Haile has worked closely with Caltrans NEPA delegation, Mr. James Shankel, and Senior Environmental Planner, Mr. Kurt Heidelberg. Mr. Haile's agency relations, collaborative communication skills, and proactive approach to evaluating the combined environmental and engineering design aspects result in his ability to streamline numerous projects through the Caltrans development review and approval process.

Mr. Haile is an expert in the complete planning and environmental review process. He has an appreciation for, and keen understanding of, their interrelationships with the engineering components of a project. To this end, Mr. Haile has managed multi-disciplined project teams, including oversight of environmental, highway, drainage, structures, traffic, and water quality aspects.

Mr. Haile has participated in project development review and approval on multiple projects and fully understands how to navigate the process to effectively deliver the SR-60/Theodore Street Interchange Improvements Project. His recognized leadership, ability to collaboratively develop context-sensitive design solutions, and build consensus with multiple stakeholders around complex project challenges will prove valuable to the City of Moreno Valley and Caltrans for delivery of this interchange improvement project on-time.

Mr. Haile is currently leading RBF's efforts on the SR-60/Theodore Street PSR-PDS. He also was the record of engineer for the interim improvements at the Theodore Street Interchange for the existing Skechers Logistics Facility. He is extremely familiar with all components of the Theodore Street Interchange and surrounding developments.

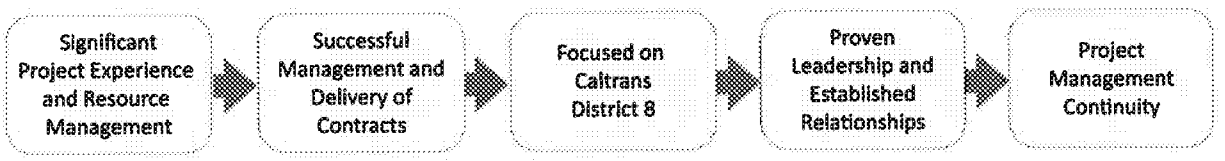

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Lynn Calvert-Hayes, AICP | *Environmental Lead*

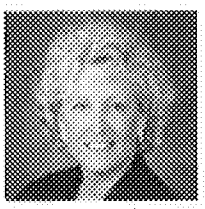

Ms. Lynn Calvert-Hayes brings 27 years of experience in land use planning, public agency cases, comprehensive environmental analysis (CEQA and NEPA), geology, soils, and seismicity analysis, surface mining and reclamation plans, public agency case processing, preparation of environmental documents on transportation projects, residential and commercial specific plans, materials recovery facilities (MRF), surface mining permits, mitigation monitoring programs, and other specialized planning documents.

Abbreviated Relevant Project Experience:

- Greenspot Road Realignment and Bridge over the Santa Ana River IS/MND and CE **(Highland, CA)**
- Boulder Avenue Bridge Replacement and Roadway Improvements IS/MND and CE **(Highland, CA)**
- Fifth Street Bridge and Roadway Improvements Environmental Documentation **(Highland, CA)**
- I-10 Widening Between Orange Street and Ford Avenue IS/MND and EA **(Redlands and SANBAG, CA)**

Ms. Calvert-Hayes has provided CEQA/NEPA documentation for five interchange projects, 26 transportation projects, and 21 projects in Riverside County. She is currently the Managing Principal of LSA's Riverside Office, less than a 20 minute drive to the Project Site.

Ms. Calvert-Hayes's professional history includes experience as a Project Manager at Chambers Group; Environmental Planner/Project Manager for J.F. Davidson Associates in Riverside, California; a Planner with the City of Banning, California; and an Environmental Technician with the County of San Bernardino, California. Ms. Calvert-Hayes has also taught Geology for the Redlands Unified School District gifted student program and is a guest lecturer on CEQA at the University of California, Riverside.

Darin Johnson, PE | *Engineering Lead*

Mr. Darin Johnson has extensive experience in managing and coordinating a wide variety of projects on state freeway and local arterial highway systems, as well as identifying and resolving local, federal and Caltrans issues. This background provides him with an understanding of which key features should be addressed in the PR phase to provide sufficient design detail to environmentally clear the Project and also provide a solid basis for the subsequent PS&E phase.

Abbreviated Relevant Project Experience:

- Interstate 10/Jefferson Street Interchange Improvements **(Indio, CA)**
- Interstate 15/State Route 79 South Interchange **(Temecula, CA)**
- Interstate 710/Firestone Boulevard Interchange Phase II **(South Gate, CA)**
- Interstate 5 Avenida Vista Hermosa Interchange **(San Clemente, CA)**

Mr. Johnson brings 29 years of experience, including 14 with RBF, focused exclusively in the transportation arena with emphasis on state highway improvements under Caltrans jurisdiction. He is particularly well qualified to serve as the Engineering Lead having served in a leadership role on numerous projects with local agencies and Caltrans Districts 5, 6, 7, 8, 10 and 12. This has provided him a wealth of knowledge of the Caltrans project development process.

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Steve Huff, PE | *Project Principal*

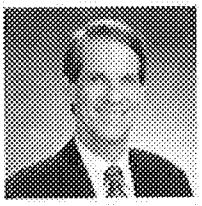

Mr. Huff has extensive expertise is in overseeing multi-discipline, multi-agency teams on complex projects requiring active and strong leadership. Mr. Huff has spent his entire 29-year career with RBF where he has established relationships and built trust with the transportation professionals under his direct management as the leader of RBF's Southern California transportation practice. Complementary to his ability to assist Project Managers in maneuvering through issue resolution, staffing and scheduling matters that may arise, he has demonstrated leadership consistency through managing the delivery of numerous high profile projects throughout Southern California. This experience has included the design of major highway improvement projects and the management of complex interstate freeway projects which have totaled over $1 billion dollars in construction costs.

Abbreviated Relevant Project Experience:

- Interstate 10/Jefferson Street Interchange Improvements **(Indio, CA)**
- Interstate 10 / Ramon Road Interchange Improvements **(Riverside County, CA)**
- SR-91 Corridor Improvement Project **(Corona, CA)**
- SR- 91 WB Widening Final PS&E from I-5 to SR-57 **(Orange County, CA)**
- SR-57 Widening Final PS&E from Orangethorpe Ave to Yorba Linda Blvd **(Orange County, CA)**

Brad Mielke, PE | *Structures*

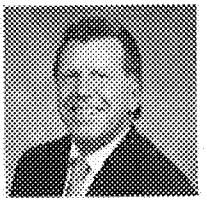

Mr. Mielke is RBF's Chief Structural Engineer and has 33 years of experience. He is responsible for design and management of civil and structural engineering projects related to bridges, drainage facilities, and earth retaining structures. His bridge design experience includes new steel and concrete bridges, widening, evaluations, and seismic retrofit design of existing bridges using AASHTO and Caltrans standards. Mr. Mielke has excellent relationships and history of work with Caltrans on projects involving approval of Advance Planning Studies, Type Selection Reports and final PS&E. One such project includes the recently completed SR-91 Westbound PS&E Widening, which involved widening six (6) bridges using newly-adopted Caltrans 2010 Standard Plans, Specifications and the LRFD Design Method.

Abbreviated Relevant Project Experience:

- Interstate 10/Jefferson Street Interchange Improvements **(Indio, CA)**
- SR-91 Corridor Improvements, APS **(Riverside & Orange County, CA)**
- Interstate 405/State Route 55 Transitway **(Orange County, CA)**

Don Hubbard, TE, AICP | *Traffic Analysis*

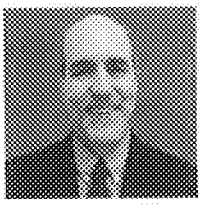

Mr. Don Hubbard will provide Traffic Analysis expertise. Mr. Hubbard is a Senior Planning Manager with 33 years of experience in travel demand forecasting and transportation planning. Mr. Hubbard is a rare combination of "big picture" regional planner and detail-oriented traffic engineer. He specializes in improving the performance of traffic models to analyze real-world problems and develop innovative techniques for modeling smart growth and tolled facilities.

Abbreviated Relevant Project Experience:

- Highland Fairview Industrial Park Environmental Impact Report/Specific Plan **(Moreno Valley, CA)**
- Traffic and Revenue Study for the U.S. 101 Corridor **(Marin County, CA)**
- Congestion Pricing Operating Plan, **(Los Angeles, CA)**
- MTC HOT Lanes Feasibility Study **(Bay Area, CA)**

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Relevant Experience

To demonstrate the RBF Team's expertise, we have provided three detailed projects, followed by a table of additional relevant projects. These projects highlight the RBF Team's experience with interchange improvement projects, preliminary engineering and environmental documentation, public involvement and multi-agency coordination, as well as our proven accelerated delivery approach, extensive experience and familiarity with the SR-60/Theodore Street Interchange, and previous team collaboration.

Interstate 10 / Jefferson Street Interchange Improvements | *Indio, CA*

RBF was the prime consultant responsible for the preparation of a Modified Access Report, Project Report, Environmental Documentation, Geometric Approval Drawings, and Design Exceptions Fact Sheets, as well as the current project development phase of Plans, Specifications, and Estimates for improvements to the existing I-10 interchange at the Jefferson Street Overcrossing in the City of Indio. The Modified Access Report included the first safety analysis per FHWA requirements. The I-10/Jefferson Street interchange improvements included construction of a new modified diamond interchange with a new seven-lane overcrossing. The improvements also included bridge structure removal, intersection reconfigurations, traffic signal construction, and multi-staged construction phasing plans. The multiple plan types and discipline coordination include horizontal and vertical roadway geometry, grading, new bridge structure construction, on-site drainage, signing, striping, traffic signals, lighting, and stage construction.

Reference:

County of Riverside
3525 14th Street
Riverside, CA 92501
Mrs. Cindi Wachi
951/955-1863
cwachi@rctlma.org

RBF re-initiated the PA/ED phase of the project in spring 2011 and developed a unique approach to accelerate delivery of the PA/ED and PS&E within three years. The accelerated approach was developed in coordination with Caltrans staff and management. RBF is successfully executing this delivery of the project and maintaining the accelerated schedule. PA/ED was just approved on May 1, 2013 and 95% PS&E is being delivered to Caltrans on May 20, 2013. Our approach is proven and successful due to the outstanding relationships and partnerships with Caltrans District 8. It is a great example of collaboration and team work to accelerate delivery of infrastructure projects to the public.

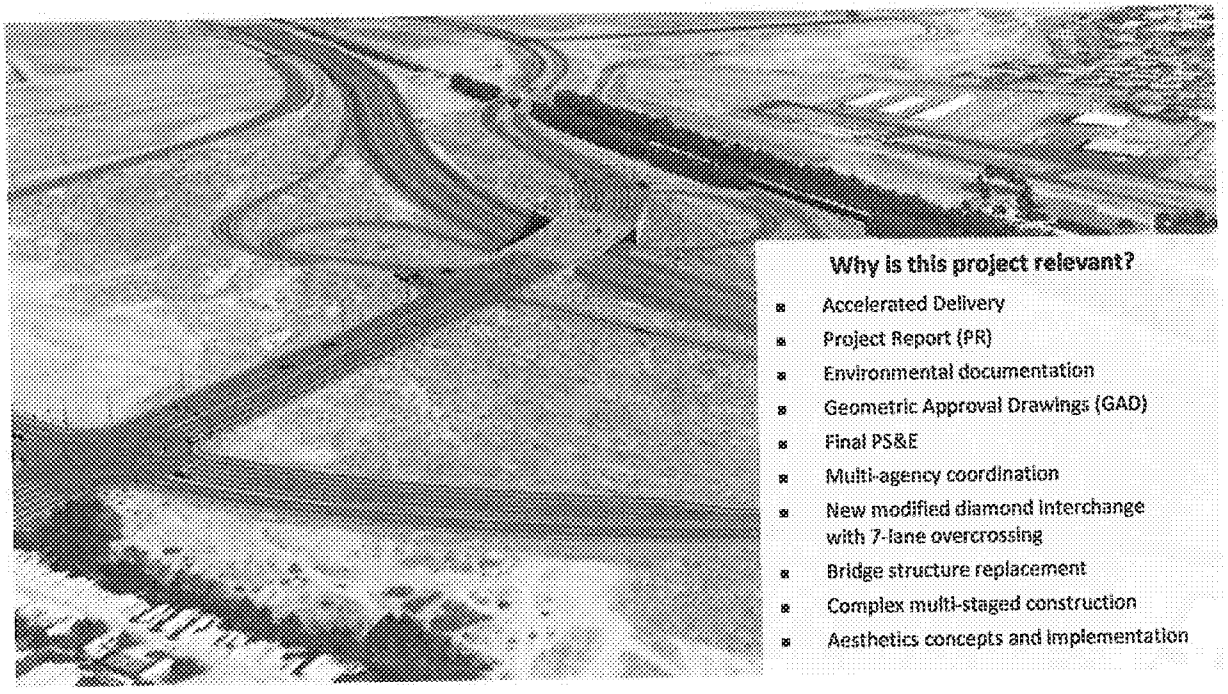

Why is this project relevant?

- Accelerated Delivery
- Project Report (PR)
- Environmental documentation
- Geometric Approval Drawings (GAD)
- Final PS&E
- Multi-agency coordination
- New modified diamond interchange with 7-lane overcrossing
- Bridge structure replacement
- Complex multi-staged construction
- Aesthetics concepts and implementation

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State Route 60/Theodore Street Interchange PS&E | *Moreno Valley, CA*

Reference:

Highland Fairview Operating Company
14225 Corporate Way
Moreno Valley, CA 92553
Mr. Brian Hixson,
714/824-8023
bhixson@highlandfairview.com

RBF has extensive experience of the SR-60/Theodore Street Interchange. RBF's work began with supporting the development and planning of the existing Sketcher's logistics facility. RBF developed the site plan of the logistic facility to accommodate the ultimate improvements of the SR-60 freeway and Redlands Blvd, Theodore Street, and Gilman Springs Road interchanges. Additionally, RBF worked on the existing SR-60 / Theodore Street Interchange improvements which accommodated the anticipated truck-turning movements to and from the logistics warehouse project along the southerly side of the freeway. The improvements added a dedicated right turn lane on the eastbound off-ramp, increased the capacity of the interchange and overall operation of the intersection. In addition, the improvements addressed the trucks driving outside of the pavement by widening the curb returns and striping the lanes adequately. The westbound ramp termini intersections were also widened to accommodate for trucks exiting and entering from the ramps to southbound and northbound Theodore Street.

RBF was responsible for the preparation of the final Plans, Specifications, and Estimates (PS&E) and encroachment permit in Caltrans right-of-way to perform the work for the existing interchange improvements. RBF supported the project by preparing the supporting engineering reports, such as; the preliminary engineering evaluation report, fact sheets to exceptions to advisory and mandatory design standards, storm water pollution prevention plan, and transportation management plan. In addition, RBF prepared all necessary environmental documents for the projects, performed all supporting surveying and right-of-way for the project; such as design surveys and right-of-way maps. RBF also conducted lighting luminance analysis for both off and on-ramps to ensure that it met with Caltrans standards, as well as prepared exhibits of the lighting luminance analysis and voltage drop calculations for Caltrans approval.

RBF is currently preparing the Project Study Report – Project Development Support (PSR-PDS) for the SR-60/Theodore Street interchange improvement project. The purpose of the PSR-PDS per Appendix S of the Project Development Procedures Manual is to scope the requirements of the PA/ED phase. The purpose of the proposed project is to reconstruct and improve the interchange at SR-60 and Theodore Street in order to correct existing geometric deficiencies, increase capacity, and improve operations. The proposed improvements will reduce congestion at the interchange and provide adequate access for existing traffic volumes as well as forecasted increased traffic demands. RBF developed the proposed three build alternatives, cost estimate, Traffic Engineering Performance Assessment, Conceptual Cost Estimate – Right of Way Component, and supporting checklists and documentation. RBF also prepared the Preliminary Environmental Analysis Report (PEAR), which scopes the environmental document for PA/ED.

Why is this project relevant?

- Planning of Ultimate Freeway and Interchange Configuration
- Developed PSR-PDS for Theodore St Interchange
- Scoped the PA/ED phase for Theodore St Interchange
- Plans, Specifications, and Estimates (PS&E)

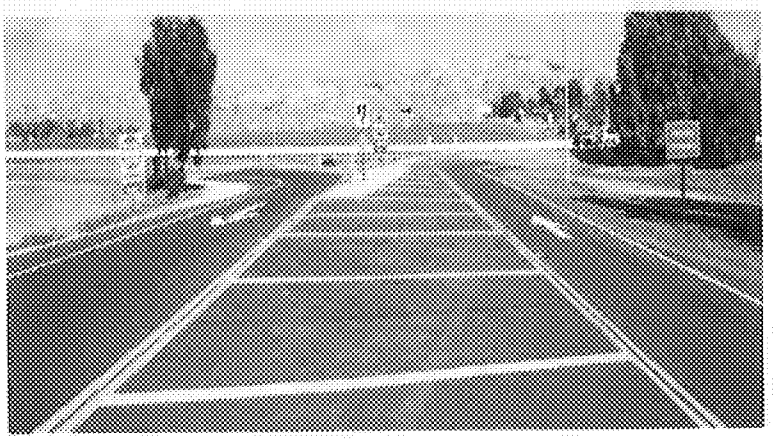

State Route 91 Corridor Improvement | *Riverside and Orange Counties, CA*

RBF was the lead civil engineering team for the western 7-mile segment, from SR-241 in Anaheim to Smith Street in Corona. RBF was responsible for alternative development; highway geometry; structure design of bridges, retaining walls; interchange design; and drainage design. Over 30 advance planning studies were prepared for this segment. RBF developed a system of collector-distributor roads, and braided ramps to alleviate substandard interchange spacing and weaving conditions along SR-91. RBF was also successful in coordinating with the US Army Corps of Engineers to develop a Santa Ana River Bank Protection project that would ultimately be compatible with SR-91. RBF coordinated with Caltrans District 8, Caltrans District 12, Riverside County, Orange County, OCTA, and City of Corona for improvements along this segment to be compatible with planned and future projects along SR-91.

Reference:

Riverside County Transportation Commission (RCTC)
4080 Lemon Street, Third Floor
Riverside, CA 92502-2208
Mr. Michael Blomquist, Toll Program Manager,
951/787-7141

This $1.2 billion project for the Riverside County Transportation Commission (RCTC), totaling 12 miles on SR-91 from SR-241 to Pierce Street and five miles along I-15 at the SR-91 interchange, is currently in the Design-Build phase. The improvements include extending the existing two tolled Express Lanes in the median of SR-91 to I-15. This is the first proposed use of managed toll lanes in Riverside County. The project includes major reconfiguration and reconstruction of all local interchanges along SR-91 in the City of Corona, including Auto Center Drive, Maple Street, Lincoln Avenue, Main Street and McKinley Street. **The proposed RBF Team for SR-60/Theodore Street Interchange Improvements includes the same firms that collaborated on the SR-91 Corridor Improvement Project, providing the City of Moreno Valley with established relationships within the Project Team (RBF, Parsons Brinckerhoff, Utility Specialists, Overland, Pacific & Cutler, Arellano Associates, and LSA).**

Why is this project relevant?

- Modified Access Report (MAR)
- Project Report (PR)
- Geometric Approval Drawings (GAD)
- 30 Bridge Advance Planning Studies (APS)
- Extensive Design Exception Reports
- Multi-agency coordination/consensus-building
- Complex geometric design involving collector-distributor roads and braided ramps
- Significant public outreach activities with local agencies City/Company

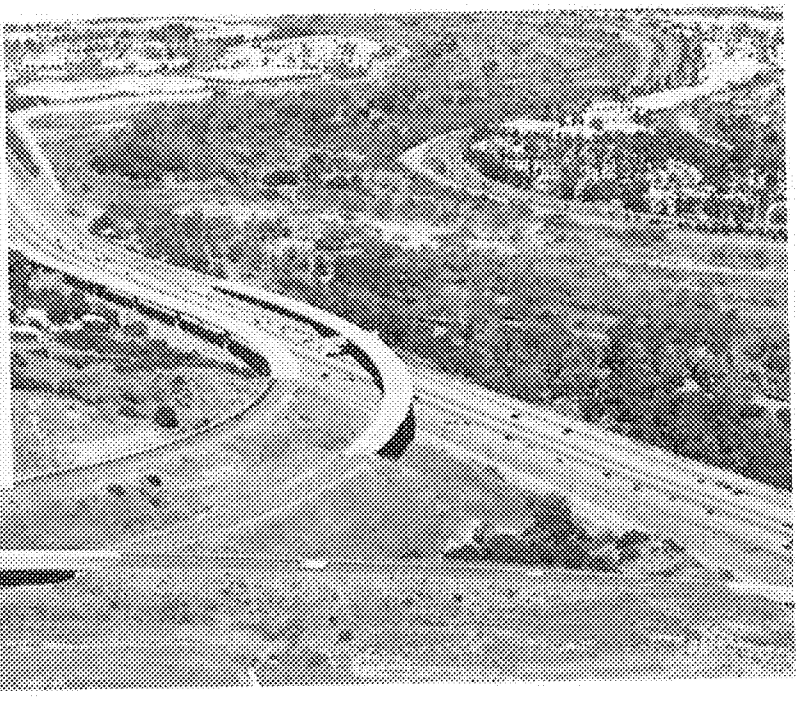

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Table 1 - Relevant Project Experience

Project Name	Project Description	Project Highlights	Reference
[illegible] Interchange Improvement | [illegible] County, CA	RBF served as the prime consultant for the preparation of the Project Report and Environmental Document and the final design and preparation of plans, specifications and estimates for the improvements to Mission Blvd. and Edwards Street, including the construction of a new bridge, widening of Mission Blvd. and Edwards Street, and widening of Edwards Street and Mission Blvd. The project was funded by the Riverside County Transportation Commission and is being administered by the County of Riverside Transportation Department.	• Widening of [illegible] Bridge • Widening of [illegible] Truck Overpass • Widening of Edwards Street Bridge	Fremont Commercial 2151 Michelson Drive Suite 250 Irvine, CA 92612 Mr. Brian Woods, Vice President of Land Development 949-748-6714 Ext 204
State Route 55 Widening (Phase 1B) - Westbound from I-5 to SR-91 | Orange County, CA 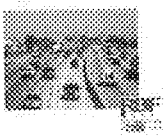	RBF is the prime consultant for the civil portion, 55-65 widening project for Orange County Transportation Authority and Caltrans District 12. The project will add two lanes and improve safety and operational efficiency in these heavily congested corridors. All the new lanes will take the Raymond Avenue, Lincoln Street and Santa Ana Street, and additional ramp improvements and widening of State College Boulevard, Pacific Street and Orange Boulevard. Retaining walls are required at six locations. RBF identified an SR-91/55 HOV Connector Structure, approximately 1,100 feet in length, to connect the HOV lanes on the 91 and 55 freeways. RBF identified an SR-91/55 HOV Connector Structure, approximately 1,100 feet in length, to connect the HOV lanes on the 91 and 55 freeways. Further, it was found during the PSR-PR phase by RBF found that the auxiliary lane could be removed, right of way from 19 residences to widen the median barriers. Further, it was found during the PSR-PR phase by RBF found that the auxiliary lane could be removed, with a modified change to freeway operation due to the lane reduction, reduce right of way impact to the 22 residences, retaining walls, and avoided the removal and reconstruction of 1,300 feet of transit parallel retaining walls, as well as the relocation of a 12 kV Southern California Edison line. As the prime consultant, RBF was responsible for plan preparation for highway, bridge, retaining wall, soundwall, drainage, signing, striping, highway lighting, traffic signals, ramp metering systems, traffic monitoring stations, closed circuit television systems, dynamic message signs, and fiber optic communication design elements. In addition, RBF is completing the environmental coordination and Supplemental Project Report for the removal of the auxiliary lane described above. The project consisted of 850 plan sheets, including 200 structural plan sheets.	• CEQA for 3.6 Miles of Freeway Widening and an Additional Mixed Flow Lane Beyond Ultimate Project Scope • Alternative Analysis of Auxiliary Lane Removal Impact to Median • Widening of Six Bridge Structures • 1.5 Miles of Widening Frontage Roads • Special Soil Structure Interaction • Railroad coordination • Intelligent Transportation Systems • Regulatory Permitting (401, 404, and 1602)	Orange County Transportation Authority 600 South Main Street Orange, CA 92868 Mr. Pradeep Gunaratne, 714/560-5648 pgunaratne@octa.net
I-15/I-215 Interchange Improvements | San Bernardino County, CA 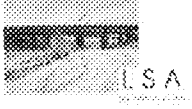	LSA provided the environmental coordination for the I-15/I-215 Interchange Improvements, a project sponsored by San Bernardino Associated Governments. The project expanded an Initial Study/EIR leading to a mitigated negative declaration (MND) for CEQA compliance and "no-effect" determination for environmental documents (EA) leading to a Finding of No Significant Impact (FONSI) in the course of completing the environmental compliance documents. LSA prepared the following technical studies: • Visual Impact Analysis • Community Impact Analysis • Noise Study • Air Quality Study • Water Quality Assessment Report • Floodplain Study Report • Historical Environmental Study, including section 4(f) and Phase I hazardous materials assessment • Section 4(f) Evaluation • Right of Way Relocation Impact Report • Archaeological Survey • Architectural Survey Report • Paleontological Survey Report	• Interchange Improvements • Environmental Documents • CEQA and NEPA Compliance	Vanderwost Consulting Service, Inc. 30500 Rancho Viejo Road Suite 100 San Juan Capistrano, CA 92675 Mr. John Vanderwost, President (SANBAG) 909/469-2700 jvanderwost@vcsenvironmental.com
World Logistics Center Specific Plan EIR | Moreno Valley, CA	LSA is preparing the EIR for the World Logistics Center (WLC) project located on 3,910 acres south of State Route 60 (SR-60), west of Redlands Boulevard, west of Gilman Springs Road, and north of the San Jacinto Wildlife Area. The project proposes a maximum of 40.4 million square feet of "high-cube logistics" warehouse distribution space, and north of the San Jacinto Wildlife Area. The project proposes a maximum of 40.4 million square feet of "high-cube logistics" warehouse distribution space, classified as "logistics development" (LD) and 300,000 square feet (approximately 0.3%) of warehousing-related uses classified as "Light Logistics" (LI) on 2,710 acres (69% for WLC) for Phase 1. A new Specific Plan will be adopted for future development of the WLC for the 2,710 acres that will be governed by the Specific Plan. A separate zoning amendment will also be processed and adopted for approx. 1,504 acres for open space and public facilities uses and to incorporate the Specific Plan into the City's Zoning Map. The project also includes [illegible] for approximately [illegible] acres of land within the Gilman Springs area. The project is highly controversial because of its size and challenges associated with accurately assessing the amount of truck and vehicle trips, as well as the [illegible] increase and traffic related noise and air quality concerns including about its adjacent wildlife area and adjacent to the San Jacinto Wildlife Area and those who concern to the effects of the project on bringing traffic to the area and water quality from project runoff. Challenges also included working with and organizing the technical analysis of nine separate consultants. The Draft EIR has been released for public comment and LSA is currently preparing the Response to Comments document.	• Local to the SR-60/Theodore Street Interchange Improvements Project Site • Environmental Documentation	Highland Fairview Operating Company 3070 Bristol Street, Suite 300 Costa Mesa, California 92626 Mr. Wayne Petersen, 714/824-2033 wpetersen@highlandfairview.com

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State Route 60/Nason Street Interchange | Moreno Valley, CA 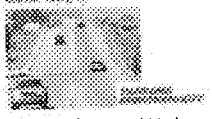	The City of Moreno Valley contracted with Parsons Brinckerhoff to prepare a new Caltrans PSR/PR and PSSR for improvements to the SR 60/Nason Street interchange. The project includes consideration and realignment of all four freeway ramps, introduction of auxiliary lanes on the eastbound side of the project, reconstruction of street improvements on Nason Street from the avenue to Fir Avenue, introduction of signalization at the intersection Nason Street/Fir Avenue, realignment of new sidewalk and curb & gutter on the east side of Nason Street, installation of CMP culvert/cover, and noise barriers. Subsequent tasks include studies and calculations, right-of-way engineering, environmental documentation, and public outreach.	• Noise barrier improvements • Established Caltrans Relationship • Auxiliary Lanes	City of Moreno Valley 14177 Frederick Street Moreno Valley, CA 92553 Ms. Margery Lozano, PE, Senior Engineer 951/413-3133 margeryl@moval.org
State Route 60/Moreno Beach Interchange Project | Moreno Valley, CA 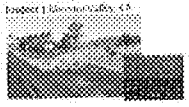	Parsons Brinckerhoff provided preliminary engineering services for 33 months. The project will construct eastbound on/off ramps, westbound on/off ramps, and road improvements on Moreno Beach Drive (PM 20.8) including the replacement of the existing 3-lane bridge with a 6-lane bridge crossing State Route 60. In addition, the project includes construction of approximately 1,550 feet of storm drain improvements along Ironwood Avenue in the vicinity of Moreno Beach Drive. The project will alleviate congestion, improve mobility, access, and replace the existing bridge over State Route 60.	• On- and off-ramps • Road improvements • Land Acquisition	City of Moreno Valley 14177 Frederick Street Moreno Valley, CA 92552 Ms. Margery Lozano, PE, Senior Engineer 951/413-3133 margeryl@moval.org
I-10/Sunset Avenue Grade Separation | Banning, CA 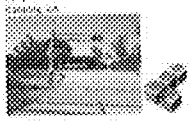	Kaplan provided geotechnical and environmental services for the Sunset Avenue Grade Separation Project. The project had some design elements of all four SR-60/Nason Street interchange ramps, and there was a new bridge crossing Nason Avenue 20 feet at the 1,000 mark, and an eastbound ramp connecting the new bridge and the eastbound on/off ramps. Improvements to the existing bridge over the railroad tracks, and the eastbound and westbound

2. The RBF Approach

The RBF Approach

The RBF team brings tremendous value to the City of Moreno Valley through our years of experience, design work, and knowledge of the local development surrounding the SR-60 at Theodore Street interchange. RBF's value extends beyond our experience of the Theodore Street interchange. RBF brings to the City a proven accelerated project delivery approach reducing the typical project delivery process of five to seven years to three years. RBF's proven success with our accelerated approach has been demonstrated with Caltrans District 8 with the I-10 Jefferson Street interchange project. Our established relationship with Caltrans District 8, from staff, through project management, up to the Deputy District Directors, brings a partnership and collaboration leading to the ability to build and maintain project momentum. Our experience combined with our proven accelerated approach and established relationships with Caltrans District 8 is the perfect combination to deliver and meet the expectations of the City.

RBF is extremely familiar with the SR-60/Theodore Street interchange. Our involvement began with the development of the now existing Sketchers logistics facility. RBF developed the ultimate corridor configuration along the SR-60 in coordination with Caltrans District 8. This was a planning effort to accommodate the ultimate freeway facility and interchange configuration at SR-60/Theodore Street interchange for the site development of the Sketcher's facility. Tim Haile, our Project Manager, was the project manager and engineer record for the interim improvements to accommodate the additional truck traffic at the Theodore Street interchange due to the Sketcher's facility. RBF led the planning efforts of the approved Moreno Highland's Specific Plan, which led to the to the initiation of Project Study Reports for the SR-60 at Redlands Boulevard, Theodore Street, and Gilman Springs Road. RBF developed the Project Initiation Proposals and coordinated with Caltrans District 8 to establish the expenditure authorizations and project numbers for Caltrans staff and begin the Project Initiation Document phase or K-phase. RBF participated and led several Project Development Team (PDT) meetings with Caltrans. Our effort included development of three alternatives at the SR-60 at Redlands Blvd, Theodore St, and Gilman Springs Road interchange based upon preliminary forecasting and traffic information from available data and traffic models.

Based on this experience and recent new guidance from Caltrans, RBF, led by Tim Haile, PE, is developing the Project Study Report - Project Development Support (PSR-PDS) and supporting documentation, such as the Preliminary Environmental Analysis Report (PEAR) for the SR-60/Theodore Street Interchange Improvements Project. RBF's approach to the K-Phase was to summarize our knowledge, experience, and previously developed interchange alternative concepts to develop the PSR-PDS effectively and efficiently with the City of Moreno Valley and Caltrans District 8. RBF has recently received comments on the PSR-PDS, including commendations of the accuracy and content relative to the new Project Development Procedures Manual, Appendix S guidelines. The purpose of the new guidance is to scope the next project development phase, Project Approval and Environmental Document (PA/ED). Based on our knowledge and preparation of the PSR-PDS, RBF is scoping the necessary requirements for PA/ED specifically for the SR-60/Theodore Street interchange.

The following are key elements for the PA/ED phase:

- Traffic forecasting and analysis
- Identification of build alternatives
- Partial or full closure of the interchange to facilitate construction
- ADA requirements
- Bridge architecture and aesthetics
- Historic Anco Ranch
- Coordination with surrounding development, such as the approved Moreno Highlands Specific Plan and recently circulated Environmental Impact Report (EIR) for World Logistics Center
- Right-of-Way Acquisition
- Utility Relocations

Through our involvement with the PSR-PDS and established relationship with District 8, RBF supported the initiation of the PA/ED phase with Caltrans District 8, by preparing, on behalf of the City, the cooperative agreement fact sheet that was submitted to Caltrans. This foresight will help accelerate the beginning of the PA/ED phase due to the approval process to execute the agreement. Based on our established relationships and partnership with Caltrans, they have strategically selected the same Caltrans team working on the I-10/Jefferson Street interchange. RBF will be pleased to have the opportunity to work again with Emad Makar as the designated

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Caltrans Project Manager. Emad Makar is also the Caltrans Project Manager for the I-10/Jefferson Street interchange and the I-10 Corridor Manager. Emad has been instrumental, as well as other Caltrans staff such as Du Lu and Kurt Heidelberg, in supporting the accelerated approach relative to the I-10/Jefferson interchange. Based on his outstanding support, Emad was selected to be the Project Manager for the SR-60/Theodore interchange, which is atypical since he is normally assigned to projects along the I-10. Caltrans has also selected Du Lu, Branch Chief of Design Oversight, Branch "J", and Kurt Heidelberg, Senior Environmental Planner as well as other staff that supported the I-10/Jefferson Street interchange. Using the same team brings many benefits to the City, such as the RBF and Caltrans staff knows how to work together effectively and efficiently and understand the expectations from each other. Additionally, there is no learning curve to the RBF accelerated approach. Using the same Caltrans team allows the team to hit the ground running with Caltrans relative to our accelerated approach.

Figure 2 – Accelerated Delivery Comparison

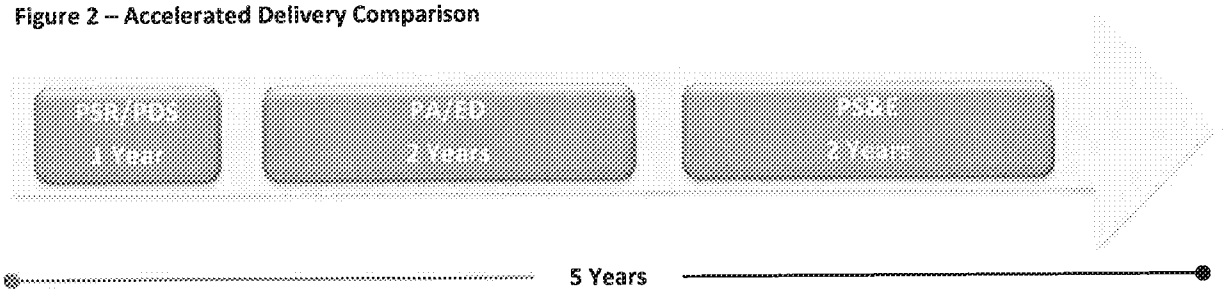

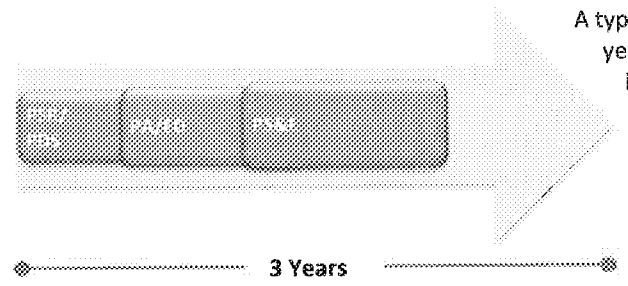

A typical project delivery process would take approximately 5 years. As shown in **Figure 2**, by overlapping phases and initiating at-risk design early in PA/ED phase allows for a net savings of approximately two years to the project schedule. The key milestones relative to PA/ED and PS&E are relative to circulation of the draft environmental document and final approved PA/ED. There are certain items of scope that are based on these two milestones associated with PA/ED. For example, 65% PS&E cannot be submitted to Caltrans for review until the draft environmental document is circulated to the public. Likewise, the 95% PS&E cannot be submitted to Caltrans until after final approvals of PA/ED. Based on this approach, we are successfully delivering both PA/ED and Plans, Specifications, and Estimate (PS&E) in less than 32 months for the I-10/Jefferson Street interchange project. The PA/ED phase was just recently approved on May 1, 2013, which was re-initiated in the spring of 2011. We are delivering 95% PS&E on May 20, 2013 to Caltrans consistent with the approach described above. PS&E is targeted to be approved in December 2013, which would be approximately 32 months for approval of both the PA/ED and PS&E phases for the I-10/Jefferson Street interchange. The accelerated approach involves substantial overlapping in both the PA/ED and PS&E phases. The accelerated approach is illustrated in **Exhibit 1**.

Based on our proven experience, RBF has identified key success factors specifically for the SR-60/Theodore interchange:

- Project Initiation
- Traffic forecasting and analysis
- Alternatives analysis
- Selection of locally preferred alternative
- Design mapping and surveys
- Categorical Exemption/Categorical Exclusion for geotechnical borings
- Utility coordination, services and relocation
- Right of way engineering, appraisals, and acquisitions

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Project Initiation

Project initiation is a key success factor to the RBF approach. RBF will work closely with the City and Caltrans to identify specific goals, objectives, and critical issues. It is important that all parties and staff involved have an understanding of the approach, provide input, take ownership, and understand the importance of any critical risk items. As shown in **Figure 3**, RBF takes a four step approach to successfully obtaining "buy in" from the PDT, including the City, Caltrans Management, and Caltrans staff assigned to the project. This is the same approach used on the I-10/Jefferson project and built a solid foundation to initiate the accelerated approach. It also built tremendous synergy and momentum creating a partnership to successfully execute the aggressive accelerated schedule.

Figure 3 – RBF's Approach to Project Scoping

The first step is to schedule a project management meeting involving City, Caltrans, and RBF project management staff, including the following:

- Public Works Director
- City Engineer
- City Project Manager
- Caltrans Deputy District Director, Program Management
- Caltrans Deputy District Director, Design
- Caltrans Deputy District Director, Traffic Operations
- Caltrans Deputy District Director, Environmental
- Caltrans Project Manager
- Caltrans Senior Environmental Planner
- Caltrans Branch Chief, Design Oversight "J"
- RBF Project Manager
- RBF Environmental Manager
- RBF Engineering Manager

RBF will review the scope of the project and accelerated approach with the City and Caltrans management to describe how we will accelerate the delivery process, review critical risk items, and review the project schedule specifically for the SR-60/Theodore Street interchange project. It is extremely important to make sure that Caltrans management is aware of that an accelerated approach is being used on the SR-60/Theodore Street interchange, obtain their support, and communicate to all staff at the District.

The second step is preparing and reviewing the scoping and assumptions document with the PDT. A scoping meeting will be scheduled to review the project scope and assumptions relative to the SR-60/Theodore Street interchange. The meeting would be attended by PDT members involved with reviewing the deliverables at the City and Caltrans. The scope and assumptions relative to each deliverable will be discussed and documented in a matrix. The development of the matrix is intended to develop an understanding and expectation between the reviewer and the preparer of the deliverable. This understanding develops a partnership, avoids multiple reviews, and expedites approvals to facilitate the accelerated delivery.

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SR-60 at Theodore Street Interchange

Accelerated Project Delivery Schedule

Exhibit 1

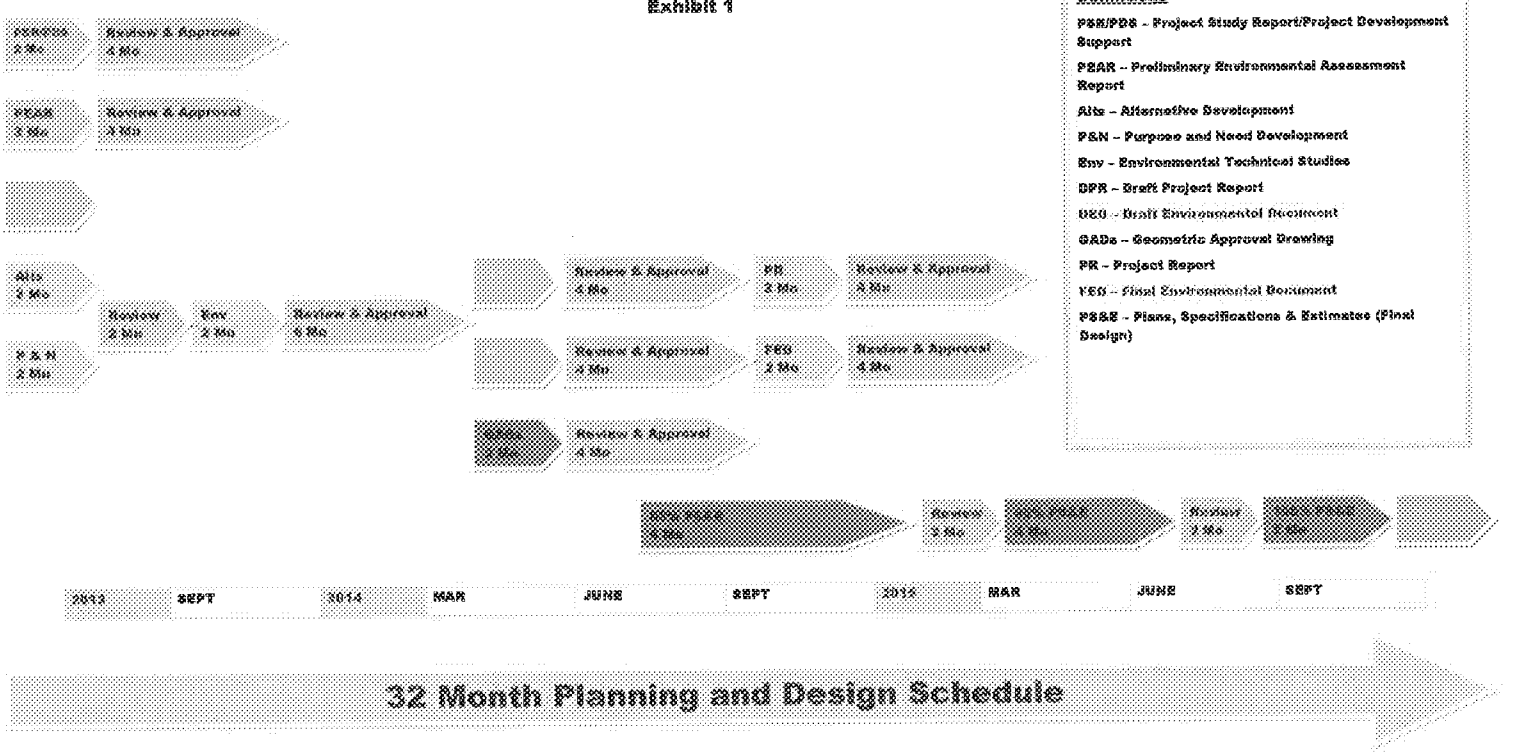

Definitions

PSR/PDS – Project Study Report/Project Development Support

PEAR – Preliminary Environmental Assessment Report

Alts – Alternative Development

P&N – Purpose and Need Development

Env – Environmental Technical Studies

DPR – Draft Project Report

DEG – Draft Environmental Document

GADs – Geometric Approval Drawing

PR – Project Report

FEG – Final Environmental Document

PS&E – Plans, Specifications & Estimates (Final Design)

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The third step is to schedule a meeting to review the project schedule with the all staff assigned or working on the project. RBF is known throughout Caltrans District 8 for an outstanding Level 7 and 8 Work Breakdown Structure (WBS) project schedule. A detailed schedule is an important tool to manage the start and end of all deliverables and activities for the project, monitor critical path, and track critical links of the accelerated approach. It is important to review the schedule with all staff to obtain "buy in". For example, on I-10/Jefferson, County, City and Caltrans staff agreed upon a thirty working day first review and twenty day subsequent reviews to help accelerate the schedule. Additionally, it is important for everyone to review the logical sequence of work in the schedule to be consistent with the scoping and assumptions document. As shown in Section 5 of our proposal, RBF has developed a schedule for PA/ED and PS&E illustrating the accelerated delivery of the project in approximately 32 months for PA/ED and PS&E approval.

The fourth step is to assess and identify project specific risks relative to SR-60/Theodore Street Interchange. As part of the PSR-PDS, RBF developed a risk register that identified potential project risks. The following were the risks identified for the project:

- Right of way acquisition
- Non-standard slopes
- Delay of selecting locally preferred alternative
- Lack of project funding
- Utility relocation
- Aesthetics plan

While probability and impact varies with each one, these risks require close attention through the PA/ED phase. RBF will schedule a risk workshop with the PDT to identify additional risk, update and further refine the risk register. Project risks will be discussed at each monthly PDT meeting and updated on a quarterly basis throughout PA/ED and PS&E.

Project initiation is the important foundation for the successful development and delivery of the accelerated approach. Project initiation establishes relationships, begins collaboration, and develops a partnership with one goal, to deliver the SR-60/Theodore Street interchange improvements within 32 months.

RBF's approach to accelerated delivery is proven to be successful with continuous collaboration and partnerships among the project team.

Traffic Forecasting and Analysis

Once the project is initiated with the City and Caltrans, our team will begin to develop traffic forecast volumes to 2040 and prepare the traffic analysis. Our team is intimately involved with not only the SR-60/Theodore Street interchange, but also the existing and proposed surrounding development. Our team has been developing the traffic study for the proposed World Logistics Center (WLC) in support of the Environmental Impact Report. Based on our extensive experience, our team will develop a methodology memorandum based on the Traffic Engineering Performance Assessment developed in conjunction with the PSR-PDS. The traffic study would use our previous work on the WLC traffic impact assessment. This means that the modifications to the RIVTAM model (TAZs, other known projects, etc.), the post-processing spreadsheets, the Synchro files for the study intersections, etc. are already set up and our staff that created them can start work without any delay or cost for start-up and familiarization. *In addition, in anticipation of this work we recently performed new traffic counts at the study intersections to avoid the possibility that this essential first step might be delayed by the local school district's summer vacation, which would in turn delay all subsequent tasks in the study.*

Our approach will be to use RIVTAM to generate raw traffic volumes for each scenario, then perform the usual post-processing methodologies (difference method, Furness adjustments, etc.) to convert the raw volumes into forecast volumes. We will then perform a VISSIM analysis of traffic flows along SR-60 in both directions from the Gilman Springs Road Interchange to the Moreno Beach Drive Interchange, including weaving analysis, for the existing and three build alternative configurations for the Theodore Street interchange as identified in the PSR-PDS. This analysis will focus on the level of service for both the mainline traffic and the traffic merging from on-ramps or diverging to off-ramps, including consideration of ramp metering. The section of Theodore Street from Fir (future Eucalyptus) Avenue to Ironwood Avenue and the section of Redlands Boulevard from Fir (Eucalyptus) Avenue to Ironwood Avenue will also be analyzed. These analyses will cover the AM and PM peak periods. The surface street analysis will focus on the LOS of the study intersections, and issues regarding queuing and storage space for turning movements.

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One difference between this study and the WLC traffic study is the need to analyze the interchange assuming full build-out of the Moreno Highlands Specific Plan (MHSP) which is the adopted plan at the time of this study. A second set of scenarios assuming build-out of the WLC will also be required, to ensure that the interchange design would work whether the City General Plan is revised based on the proposed WLC specific plan.

Alternative Analysis and Identification of Build Alternatives

The PSR-PDS considered three build alternatives, Alternative 2 (Modified Partial Cloverleaf Interchange), Alternative 3 (Spread Diamond), and Alternative 4 (Modified Spread Diamond). In conjunction with the traffic forecasting and analysis, our team will evaluate the three proposed build alternatives in the PSR-PDS. Based on the Caltrans Highway Design Manual, Sixth Edition post May 7, 2012 and forecast traffic volumes, our team will refine the three build alternatives to accommodate future growth surrounding the SR-60/Theodore street interchange. Based on the approved Moreno Highlands Specific Plan and the proposed WLC, the interchange will need to accommodate the future demand on the interchange. Specifically, the WLC would be potentially adding additional trucks to the interchange to and from the west. Based on the additional trucks, the build alternatives would be evaluated for truck operations and queues within the interchange. The traffic analysis and study for the WLC identifies queues extending south to Eucalyptus Avenue. Based on these queues from Theodore Street to WB SR-60, RBF would consider an additional build alternative, as shown in **Figure 4**, that would accommodate the queue and improve operations for the interchange. The re-alignment of Theodore Street as shown in **Figure 4** is due to the avoidance of the historical Anco Ranch in the northeast quadrant of the existing interchange as well as providing a continuous movement to the north connecting to Redlands Boulevard allowing for better access to I-10 from the Theodore Street interchange. Alternative 3 (Spread Diamond) and Alternative 4 (Modified Spread Diamond) would impact the historical Anco Ranch and result in additional environmental impacts compared to Alternative 2.

Figure 4 – Potential Additional Build Alternative

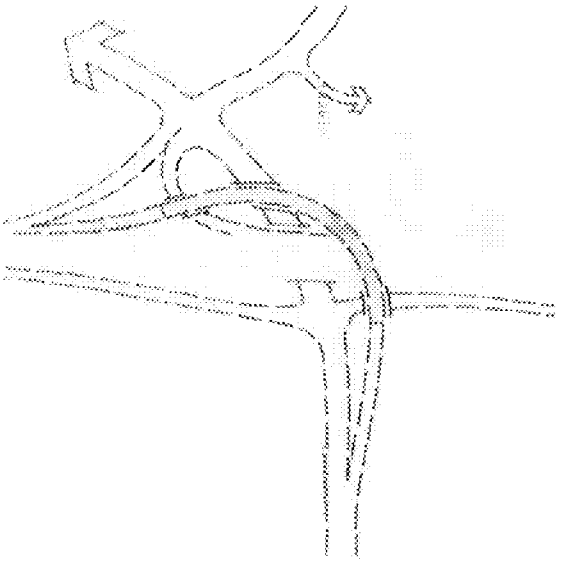

The existing Theodore Street is currently at an approximate 7% longitudinal grade. To meet standard vertical clearance based upon Caltrans standards, falsework and a wider Theodore Street OC, the bridge would require to be raised approximately 6 feet. The raising of Theodore Street OC would require reconstructing Theodore Street to match existing grade just south of Eucalyptus intersection. This profile will be challenging to achieve 4% grades for trucks at the ramp intersections. RBF would consider a profile along Theodore Street to go under the SR-60. Flatter grades at the intersection will be more achievable and provide for better truck operations within the interchange. The challenges associated with profiling under the SR-60 would be providing a structure under the SR-60, which would be evaluated as part of this alternative during the PA/ED phase.

Based on traffic forecast volumes; surrounding developments; avoidance of historical Anco Ranch; providing regional connectivity; and a preliminary analysis of impacts, RBF, in collaboration with the City and Caltrans, will identify two build alternatives, including a No-Build alternative, to carry forward through the PA/ED phase. Based on our knowledge of the project, previously developed PSR-PDS Alternative 2, as shown in **Exhibit 2**, will be the basis of our proposal at this time relative to PS&E.

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Exhibit 2 - Alternative 2

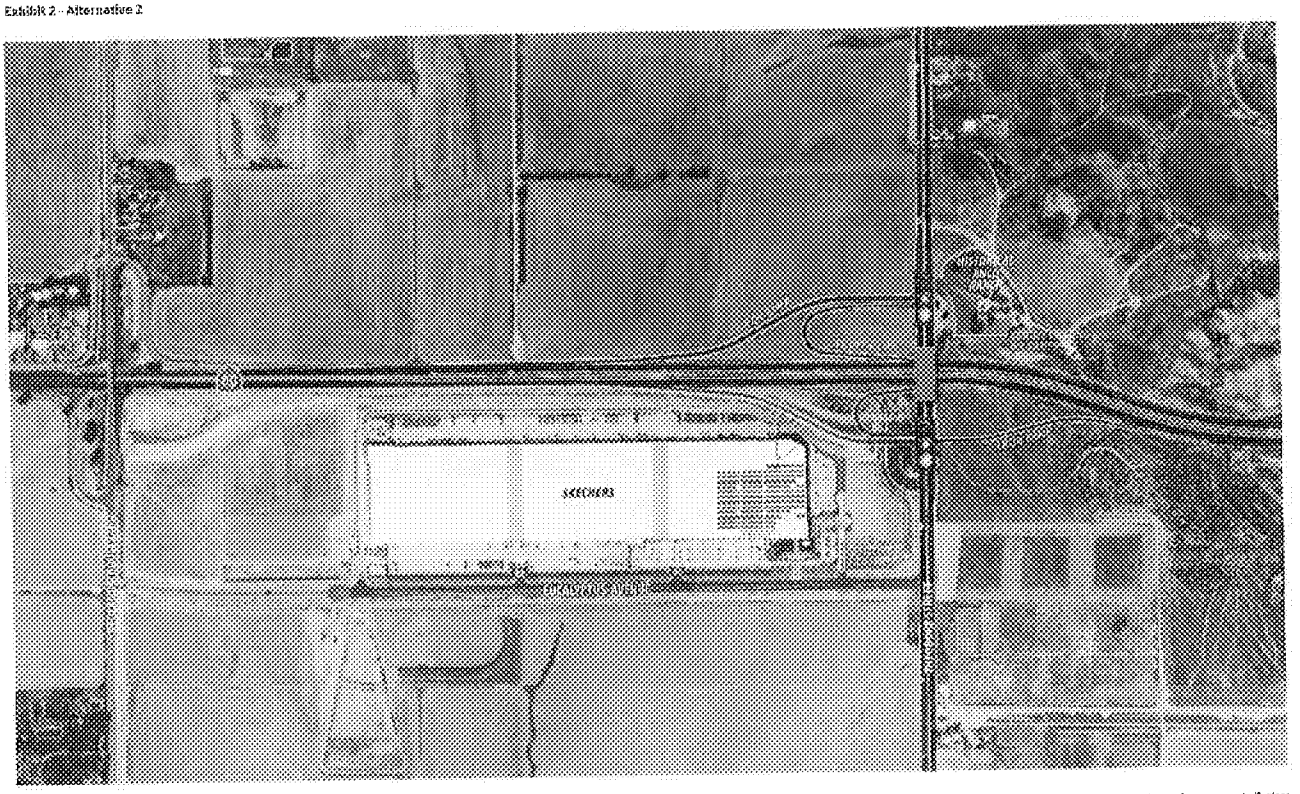

Proposed Traffic Signal

Proposed Theodore Street Overcrossing

State Route 60 / Theodore Street Interchange Improvements Project

PSR-PDS Alternative 2

Selection of Locally Preferred Alternative

The most critical success factor to the accelerated approach is to select a locally preferred alternative (LPA). As shown in **Figure 5**, after completion of the traffic analysis and study, engineering analysis, and environmental analysis of the build alternatives, the PDT will meet to develop screening criteria for the basis of the selection of the LPA. RBF will develop a matrix comparing the build alternatives based upon the screening criteria and present to the PDT. The PDT will meet to discuss the evaluation and select a LPA.

Figure 5 – Selection of Locally Preferred Alternative

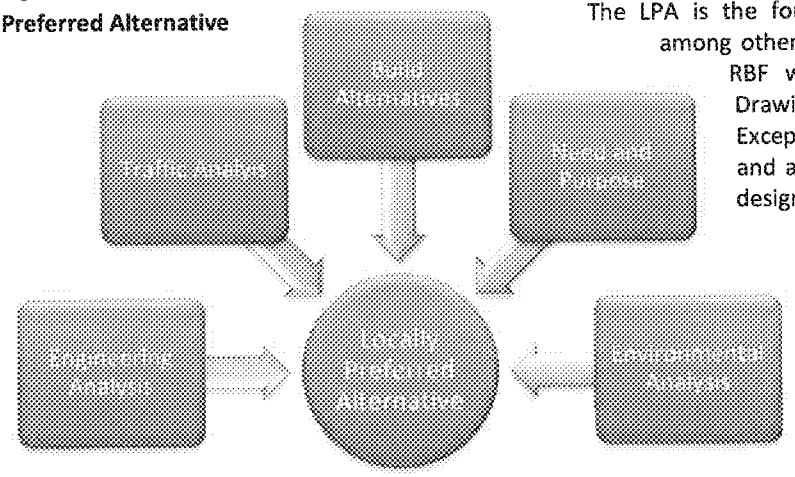

The LPA is the foundation for beginning at-risk design among other tasks. Based on selection of the LPA, RBF will develop the Geometric Approval Drawings (GADs) and Facts Sheets for Exceptions to Caltrans Standards for review and approval. The GADs will be based upon design level topographic mapping and survey. Similarl to I-10/Jefferson Street interchange, RBF will obtain approval from Caltrans to use the approved GAD as the 35% PS&E. Once the GAD is approved by Caltrans, the RBF team will begin preparation of 65% PS&E.

Interchange Closure during Construction

The existing SR-60/Theodore Street interchange serves primarily traffic to and from the existing Sketchers logistics facility and the landfill to the north. Based on discussions with the City, full closure of the interchange will be evaluated in coordination with Caltrans. Our team will prepare a ramp closure study in accordance with Caltrans' Community Impact Assessment guidelines during PA/ED. The purpose of the ramp closure study is to identify the potential impacts of complete closure of the existing Theodore Street interchange while a replacement is under construction, and to recommend measures to mitigate these impacts. The study area will be bounded by Ironwood Avenue to the north, Alessandro Boulevard in the south, Gilman Springs Road to the east, and Redlands Boulevard to the west. The primary issue will be how to re-route existing traffic (primarily Sketchers and landfill) to other SR-60 ramps with minimum disruption both to their operations and to other road users. Interim improvements may be required to accommodate the additional traffic at Redlands Boulevard and Gilman Springs Road interchanges.

The Ramp Closure Study will be prepared in conjunction with the traffic analysis and study. The potential interim improvements will need to be identified early in the process. Any impacts associated with the interim improvements during the full closure of the interchange will need to be included in the project footprint and environmental document. The RBF team will develop a conceptual stage construction exhibit identifying the geometrics relative to the interim improvements to be included in the Project Report and Environmental Document. The interim improvements will be in accordance with Caltrans Highway Design Manual, Sixth Edition post May 7, 2012. These improvements will be reviewed by traffic operations, constructability, safety, and district traffic management through focus meetings to obtain conceptual approval and then included in the 65% PS&E. This approach is an example of the RBF approach of collaboration early in the process which leads to minimizing comments on the PS&E.

Design Mapping and Surveys

The first step in obtaining mapping is to obtain right of entry, Caltrans encroachment permit, and a City encroachment permit to place any necessary aerial targets for design mapping. The design mapping and survey will be prepared in accordance with Caltrans standards and policies. Specifically, the ABC checklist required by Caltrans Survey to ensure the flight path, aerial targets and photos, and topographic mapping (planimetrics) are accurate for final design and meet Caltrans requirements. RBF's approach to the design mapping is to develop a flight path

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to capture aerial photography to include mapping for the potential interim impacts at Redlands Boulevard and Gilman Springs Rd interchange as a result of the Ramp Closure Study. However, topographic mapping (planimetrics) will be prepared based upon the limits required for the Geometric Approval Drawing. This approach provides flexibility for PS&E. Once the interim improvements have been identified through the ramp closure study and conceptual stage construction exhibit in coordination with Caltrans staff, topographic mapping will be prepared from available flown aerial photography to be utilized during PS&E. This approach will save time and work within our accelerated delivery approach.

Bridge Architecture and Aesthetics

The City of Moreno Valley has prepared an SR-60 Corridor Master Plan for Aesthetics, which includes the SR-60/Theodore Street interchange. RBF's approach to developing landscaping and aesthetics for any interchange project is to establish a project specific Aesthetics Committee. The Aesthetics Committee would consist of representation from the City and Caltrans. RBF will schedule three workshops with the Aesthetics Committee to develop the aesthetics for the SR-60/Theodore Street interchange. The first workshop would discuss the implementation of the SR-60 Corridor Master Plan, develop understanding of where aesthetic treatments can be applied, and gather any input from committee. The second workshop will discuss materials and focus on specific aesthetic treatments for special structural components, and document understanding of final concept and implementation of aesthetics plan. RBF developed artist sketches, as shown in **Figure 6**, for several components of the aesthetics to help illustrate the overall concept to the aesthetics committee. The third workshop shall present final concepts to committee to obtain approval. Once the concepts are approved, details are prepared and incorporated into the 65% PS&E. This approach was proven successful on the I-10/Jefferson Street interchange. The aesthetics for I-10/Jefferson Street interchange, as shown in **Figure 6**, was approved by all stakeholders in three aesthetic workshops in approximately six months. This approach obtains input from specific individuals that represent all parties avoiding input from several groups and committees. It is critical to take a structured approach to avoid impact to the overall schedule when using the accelerated delivery approach.

Additionally, based upon discussions with the City, the Theodore Street overcrossing will be designed with special aesthetics, such as a spire. As shown on the cover of the proposal and **Figure 7**, RBF has developed examples of the spire aesthetics for the Theodore Street OC. RBF, in coordination with the City and the Aesthetics Committee, will continue to evaluate bridge architecture concepts for the Theodore Street OC. It is important to note the bridge architecture concepts are intended to be aesthetic only and not structural. For example, the cables shown in **Figure 7**, would only be for aesthetics only and not structural.

The vision for the bridge aesthetic is to create an iconic structure to identify the SR-60/Theodore Street Interchange as a gateway for the City of Moreno Valley based upon economic growth within the City.

Figure 6 - I-10/Jefferson Street Interchange Landscaping and Aesthetics

Figure 7 - Spire Aesthetics for the Theodore Street Overcrossing

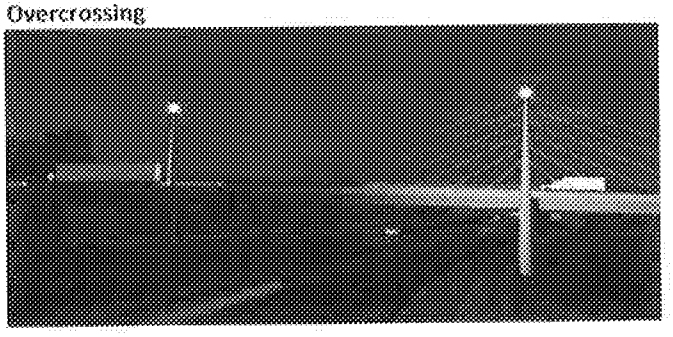

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Categorical Exemption/Categorical Exclusion for Geotechnical Borings

Accelerated delivery requires substantial overlapping of the PA/ED and PS&E phases. Per our accelerated delivery schedule, 65% PS&E would be submitted to Caltrans subsequent to circulation of the draft environmental document. Soils investigations will be required for evaluation and geotechnical design reports relative to materials, slope stability, structures, etc. Typically, these soil investigations occur after PA/ED in the normal project development process. With this overlapping approach, separate environmental clearance will be required to perform borings prior to PA/ED. The RBF team will prepare a Categorical Exemption/Categorical Exclusion (CE/CE) for the project specific scope of the geotechnical borings. This will require preparation of a boring exhibit illustrating locations of borings and separate technical memorandums, such as biology, air quality checklist, etc in support of the CE/CE. Once approval is obtained, the RBF team will perform the geotechnical borings early in PA/ED in support of the 65% PS&E. This approach was proven successful with the I-10/Jefferson Street interchange project to obtain geotechnical information for the proposed Jefferson Street OC and Mechanically Stabilized Earth (MSE) retaining wall.

Utility Coordination, Services and Relocation

Utility relocations are a critical path item in any project schedule. Similar to the geotechnical borings, certain utility activities cannot begin until final approval obtained for PA/ED. As illustrated in **Figure 7,** utility identification and verification will begin upon notice to proceed for the project and can occur during the PA/ED phase. Once final approvals are obtained for PA/ED, the Claim Letter to Owner can be sent to affected utility owners. At that time, we will coordinate with the utility owners to determine prior rights and liability based upon the conflict maps. Notice to Owners to relocate will be sent upon final approvals of utility agreements and final resolution of the utility conflict and relocation design.

Figure 7 – Accelerated Utility Process

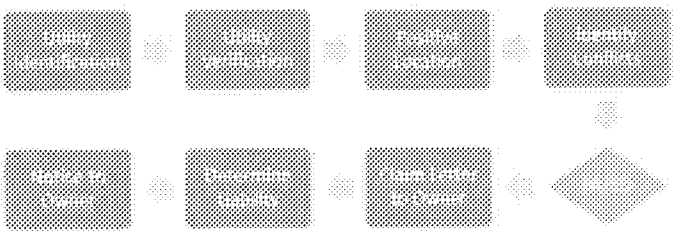

Based on our experience with the project, an existing Edison electrical transmission line is adjacent to the west side of Theodore Street. The transmission line will require relocation. The RBF team will coordinate with Edison early in the process and follow the steps outlined above to ensure the relocation process does not delay the project schedule.

Right-of-Way Engineering, Appraisals, and Acquisitions

Right of way is always a critical path item for any project schedule. Per the Project Development Procedures Manual (PDPM) and Right of Way Manual, preliminary right of way activities can begin during the PA/ED process. Right of way engineering and appraisals are considered preliminary right of way activities. Upon notice to proceed, RBF will begin field surveys to established existing right of way and roadway centerlines for the SR-60/Theodore Street interchange. A hard copy base map of the existing right of way and roadway centerlines will be prepared based on field survey and approved by Caltrans. The hard copy base map will be the basis of preliminary right of way for the Geometric Approval Drawing and the Right of Way Requirement Map. The GADs will be prepared in lieu of 35% PS&E and will be based upon field survey in order to "tie down" the design and move into 65% PS&E upon approval of the GADs. The Right of Way Requirements Map is an engineering document and is approved by Caltrans Design Oversight. The purpose of the Right of Way Requirements Map is to establish the necessary right of way for the interchange improvements. Once the Right of Way Requirements Map is approved by Caltrans and the draft environmental document is circulated to the public, the City would be able to begin appraisals of

Figure 8 - Accelerated Right-of-Way Process

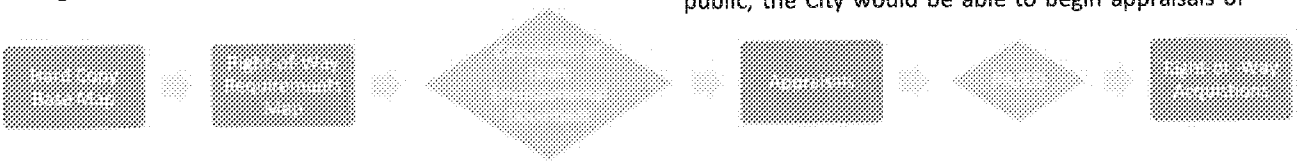

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the affected properties by the locally preferred alternative. The intent is to have appraisals prepared and approved by Caltrans by completion of PA/ED. After PA/ED, offers can be sent to affected property owners and the City would be able to begin negotiations.

Environmental Review Opportunities

We anticipate, based on the Preliminary Environmental Analysis Report (PEAR) prepared for the proposed project, the level of environmental documentation environmental clearance of the project under both CEQA and NEPA to be an Initial Study/ Environmental Assessment (IS/EA) leading to a Mitigated Negative Declaration/Finding of No Significant Impact (MND/FONSI) with the following supporting technical studies:

- Air Quality and Greenhouse Gases
- Noise
- Natural Environment Study (NES)
- Cultural and Paleontological Resources
- Farmland Technical Memorandum
- Geotechnical
- Phase I Hazardous Materials
- Relocation Impact Statement
- Water Quality
- Visual Resources
- Traffic
- Water Quality

Environmental analyses will be performed to meet CEQA and NEPA requirements, and in accordance with the environmental review process for transportation projects, FHWA guidelines, and the Caltrans Standard Environmental Reference (SER). We will meet with Caltrans to scope the technical studies and address any comments made on draft environmental documents.

According the Moreno Valley General Plan EIR (Figure 5.10-1) the area of potential effect of the proposed alternatives contains three potential historic resources in the northeast quadrant of the interchange that will require evaluation for potential historic effects. A Historic Property Survey Report (HPSR) that includes an Archaeological Survey Report (ASR) and a Historical Resources Evaluation Report (HRER), to evaluate effects to any historic structures or resources in the area of potential effect will be prepared.

Of greatest concern are the project alternatives effects on biological resources. The biological resource studies will also consider the requirements regarding covered species and covered activities identified in the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) which is relevant to the proposed project. For this project, studies and findings will include: focused species surveys for burrowing owl, Los Angeles pocket mouse, riparian birds; habitat assessment for fairy shrimp and bats; a jurisdictional delineation; MSHCP Equivalency Finding; MSHCP Determination of Biologically Equivalent or Superior Preservation (DBESP); and functions and values analyses for any riverine/riparian areas or vernal pools.

There is the potential for the built alternative to effect a blue line stream that drains into Mystic Lake located east of the interchange between Theodore and Gilman Springs. This stream contains vegetation that may be habitat for riparian bird species. A jurisdictional "waters of the U.S." determination will be prepared according to current Corps standards. Finally, we will determine the extent of any streambed and associated riparian areas are subject to review by California Department of Fish and Wildlife under Section 1600 et seq. of the Fish and Game Code.

Project Management Plan

The RBF Team's management approach has been proven on past projects to be effective in meeting or exceeding client goals for completing PA/ED and PS&E on, or ahead of, schedule and within, or below, budget benefiting the City of Moreno Valley. The basic components of our project approach are as follows.

Scope of Work

A critical key to ensuring that an effective project schedule can be developed and maintained is preparing a comprehensive scope of work that clearly identifies the various project tasks and the deliverables expected from those tasks, as well as who is responsible for the deliverable product. RBF develops a very detailed scope of work in the proper design sequence and identifies assumptions that are critical for understanding the intent of the

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project delivery process. Development of a comprehensive scope of work minimizes the chances of miscommunications or misdirection.

Budget Control

RBF is well aware of the Cities' continual effort to control the total cost of capital improvement projects both in development and construction. RBF will use the following methods to control total project costs:

- **Consultant costs** will be controlled by frequent monitoring and early identification of any project change affecting project costs. This monitoring is accomplished easily through RBF's comprehensive Work Breakdown Structure (WBS) which is based on a detailed scope of work. This WBS is equated to Tasks with assigned budgets that are maintained in RBF's project cost accounting system. Project Managers and other Functional Task Managers have real time access to this cost data from their desktop computers enabling continuous monitoring of project costs by each of the work task managers on a project. Budgets and schedules for each component of the WBS are reviewed with each functional leader prior to commencing work, progress/payment "S" curves are developed and regular updates of cost to date and percent complete are evaluated with each leader throughout the project.

- **Construction costs** will be controlled with a cost trending technique, which uses the original construction cost estimate prepared for the PSR-PDS as a starting baseline. If cost increases after this stage of the project have occurred, alternatives will be presented by RBF to reduce the cost to the baseline level, or other funding alternatives will be explored. Each project meeting will include an agenda item to analyze the construction cost impact of any significant decisions made. These techniques will keep the baseline construction estimate up to date and will allow members of the project team to monitor the cost impacts of their decisions.

Project Progress and Focus Workshop Meetings

On a monthly or as needed basis, RBF will chair Project Development Team (PDT) meetings with the City of Moreno Valley and Caltrans, and other involved agencies. The purpose of these meetings will be to discuss the project objectives, review schedule and work progress to date, to resolve critical issues promptly, to address budget issues and concerns and discuss other related items. Another effective management tool used by RBF has been Focus Workshop Meetings with appropriate functional or management groups of the PDT members. There are often several ways to implement a transportation improvement project and RBF has found that small meetings conducted in workshop settings encourage dialogue and creativity more easily than larger regular PDT meetings. This proactive approach avoids costly surprises and delays as the project proceeds through the project delivery process. Meetings are managed effectively by RBF through the use of a comprehensive, yet easily understood, meeting minute format that documents the meeting discussions and clearly tracks the action items from meeting to meeting. Action items summarize the issue, responsible party and deadline target dates for resolution and are maintained until the action item is closed.

Progress Reports

RBF will provide monthly progress reports for the duration of project development activities. RBF will submit a Progress Report summarizing all work progress, billings to date, and also address potential problems that may delay project delivery, and recommend how to avert such problems. RBF's management approach has been tested by the numerous agencies involved in our past projects.

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Quality Assurance/Quality Control Program

The RBF Team's Quality Assurance/Quality Control Program is a continuous process used not just at project milestones but also on a daily basis as work flows from desk to desk, discipline to discipline, and consultant to client. RBF utilizes this QA/QC program on each and every project undertaken to ensure that a high quality product is delivered on schedule and within budget. RBF's key organizational elements for QA/QC are adaptable to any project. This program consists of the following key elements:

Table 2 - Quality Assurance/Quality Control Program Key Elements

POLICY	APPROACH
Defined roles and responsibilities of key staff	Specify individual responsibilities for each of the positions in the QC/QA organization structure; QC/QA training for all project staff.
Dissemination and retention of pertinent project control or reference information	Establish process for flow of project documentation to key staff and document control procedures (e.g., scope of work, invoice/progress reporting, meeting minutes/action items, deliverables, etc.).
Expectations of internal/external Project Team and design interface meetings	Develop consistent meeting minutes, action item tracking, and issue resolution log format.
Expectations for regular "over the shoulder" reviews by Discipline/Task Manager	Define protocols for continuous review process during plan/document preparation to engage interactive discipline leadership involvement.
Inter-disciplinary coordination and shared work elements	Establish design workshops (e.g., bridge LRFD, stage construction, landscape) etc. Inter-disciplinary exchange of plans prior to milestone submittals for joint review ensuring plan and work element consistency.
Milestone checking of calculations, reports and plans	Assign qualified, experienced independent review staff.
	Perform checking, revisions and backchecking in a coordinated coded manner considering standards, project scope, technical accuracy, format, presentation and previous review comments.
Constructability and biddability review	Perform overall constructability review with experienced construction management personnel considering biddability and buildability.
	Cross check utility systems against underground features (e.g., storm drain, wall at bridge, footings, etc.).
	Cross check all pay items with plans, specifications and quantity estimates.
Caltrans Quality Control Review Checklists & Environmental Commitments Record	Require all design disciplines to implement the Caltrans Quality Control Review Checklists in the preparation of project PS&E.
	Ensure the Environmental Commitments Record from the approved Environmental Document is implemented as part of the project PS&E.
Internal quality assurance audits	Hold overall team QC/QA kick off meeting to review QC/QA plan and expectations.
	Perform audits to ensure quality control performance.

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3. Scope of Work

3. Scope of Work

Table 3 - Scope of Work (1 of 5)

Task No.	Task Name	Scope of Work	Deliverables	Assumptions / Exclusions	Responsible Staff
1.0	Preliminary Engineering Studies and Project Report				Kevin Johnson, PE
1.1	Geometric Alternatives Analysis	• Analyze up to 6 initial or non-TM conceptual geometric alternatives	• Electronic concept "sketch" alternatives	• Prepare a total of four (4) conceptual "sketch" alternatives	
1.2	Alternative Selection Report Preparation	• Develop report plans and profiles for development of locally preferred "build" alternatives • Develop plans for Caltrans review and approval of the alternatives of interest • Incorporate appropriate design elements within the recommended alternative for the new interchange alternatives	• Concourse Design Plans • Established Project Footprint	• Provision of Traffic Operations (TO) "build" alternatives concepts plans	Carole Davis, PE Jesse Voglienty, PE
1.3	Drainage Assessment	• Prepare and process "Hydrology Floodplain Determination Report" per Caltrans Guidelines • Prepare and process "Location Hydraulic Study" per Caltrans guidelines	• Identification of major drainage improvements • Inclusion of drainage improvements in the build cost estimates • Draft/Final Floodplain Encroachment Report • Draft/Final Location Hydraulic Study		Jesse Voglienty, PE
1.4	Water Quality Data Record (WQDR)	• Develop a WQDR to identify sensitive and critical of local biological resources in the project alternatives	• Draft and Final Water Quality Data Record	• The WQDR will be developed in conjunction with the project alternatives	Anne Lawlin, PE, CPWSQ Kevin Johnson, PE, CPWSQ
1.5	Conceptual Stage Construction Plan	• Prepare construction staging and work schedule, and identify project delays and impacts	• Preliminary Stage Construction Description for the Caltrans	• Only the Concept for Preliminary Stage Construction Exhibit will be prepared based upon design feasibility study	Doug Schneider, PE, PE
1.6	Preliminary Transportation Management Plan	• Prepare a Transportation Management Plan to identify methods to minimize project related traffic delays and incidents to both motorist and pedestrian, and hazardous waste handling practices in accordance with Caltrans TMP guidelines	• Transportation Management Plan Concept	• Transportation Management Plan Concept is for the base (1) build alternative	Doug Schneider, PE, PE
1.7	Utility Assessment	• Assess utility conflicts and relocations, identify owners for relocation, the existing utilities in accordance with Caltrans policy investigation and notices, assess utility impacts, prepare cost estimates, identify potential utility relocations and prepare relocations as part of the Right of Way Data Sheet	• Utility Conceptual Conflict Map	• Utility locations and conflict analysis are for (1) build alternative	Mary Schmidt
1.8	Right of Way Data Sheet	• Prepare Right of Way Data Sheet including impacts to potential contaminated properties and utilities and study impacts • Develop Right of Way Requirements Map graphically depicting proposed impacts based upon build alternatives of interest	• Preliminary Right of Way Requirement Map • Approved Right of Way Data Sheets		Kevin Kiser, PE Daniela Berlin
1.9	Life Cycle Cost Analysis	• Prepare LCCA report for assessment purposes per the LCCA Procedure Manual and Caltrans Materials Unit requirements	• Draft/Final Life Cycle Cost Analysis Analysis		Rebecca Kelcher, PE
1.10	Preliminary Geotechnical Investigation and Evaluation	• Develop geotechnical recommendations through field analysis and investigations • Develop SPGR for Structures per Caltrans guidelines • Prepare Aerially Deposited Lead Site Investigation Report • Prepare Asbestos and Lead Site Investigation Report • Prepare Hazardous Waste Initial Site Assessment (in accordance to Caltrans Standard Environmental Reference (SER) and Task 1.7 Investigation of Contaminated Properties)	• Draft/Final Preliminary Geotechnical Design Report • Draft/Final Preliminary Geotechnical Report • Draft/Final Structure Preliminary Geotechnical Report • Draft/Final Aerially Deposited Lead Report • Draft/Final Asbestos Lead Site Investigation Report • Draft/Final Hazardous Waste Initial Site Assessment		Jesse Gold, PE, GE Justin Stout
1.11	Noise Study and Abatement Planning Studies (NSS)	• Develop NSS for project alternatives per Caltrans guidelines to evaluate alternative "build" types	• Advanced Planning Study and supporting documents	• Prepare NSS for a total of four (4) alternatives (two build types)	Kevin Kiser, PE, SE
1.12	Conceptual Office Alternatives	• Prepare concept alternatives for the Preferred Bridge alternative and other "build" type features and present to the PDT for review and approval. The concept design alternatives are for the PDT review and approval • Prepare and submit for review the two (2) conceptual build alternatives	• Concepts Concept Alternatives (2) • Final Conceptual Plan for the APS	• Prepare Concept alternatives up to two (2) bridge widening alternatives (widenings)	Daniel Barber PE (Dan), SE Kevin Kiser, PE
1.13	Preliminary Cost Estimate	• Prepare and submit for review the two (2) conceptual build alternatives	• Alternative Cost Estimates		Jesse Gold, PE
1.14	Draft Project Report	• Prepare Draft Project Report for Caltrans review • Develop appendix of Draft Project Report	• Subsequent Draft Project Report • Final Draft Project Report		Jesse Voglienty, PE
1.15	Final Project Report	• Incorporate Caltrans and FHWA comments with Final Project Report	• Draft Final Project Report • Final Project Report		Carole Davis, PE
2.0	Plans Specs for Procurement of Design-Build				Kevin Johnson, PE
2.1	Plans for Procurement of Design-Build (DB)	• Develop Plans, Specs & Estimate (PS&E) for the build alternatives	• Approved Alternative and Advance Plans for PS&E		Jesse Voglienty, PE
2.2	Supplemental Cost Estimate for Procurement of Design-Build (DB)	• Develop Plans, Specs & Estimate (PS&E) for the build alternatives	• Approved Alternative and Advance Plans for PS&E		Jesse Gold, PE
2.3	Environmental Technical Studies				Jesse Gold, PE
3.1	Task Management and Meetings	• Attend bi-weekly conference calls with the project team to discuss work progress, issues, design concerns, upcoming PDT meetings, etc. • Attend PDT meetings. • Develop weekly updates and review of agendas and meeting minutes	• Agendas and PDT meetings • Monthly updates to the project schedule • Review of submitted documents • Attendance at Caltrans meetings	• Attend up to 6 monthly PDT meetings • Attend up to 6 Partnering meetings with CALTRANS staff	
3.2	Traffic Studies and Checks	• Develop traffic forecasting and analysis tools for the proposed alternatives and improvements • Support environmental traffic data and information for analysis of alternatives, intersection conditions • Per Draft "Traffic Volumes Memorandum" and Long Capacity Study, provide, coordinate, Meeting Analysis, Intersection Analysis, and provide coordination of the Traffic Volumes Memorandum • Prepare comprehensive controls, accelerations, deceleration, and operational impact assessment procedures	• Traffic Safety and Accident Analysis • Traffic Methodology Memorandum • Accepted Traffic Forecast Volumes Report • Draft/Final Traffic Study • Ramp Closure Study	• Traffic Operations Analysis • RIVTAM Model (volumes) • VISSIM (LOS for interchange & SR-60) • Synchro (LOS for non-freeway intersections) • Study years (2013, 2037, 2040) • 6X Buildout and WLC both analyzed • 4 Design Alternatives + No Build (only 6X)	Ron Underwood, PE

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Table 3 - Scope of Work (2 of 5)

Sub No.	Task Name	Scope of Work	Deliverables	Assumptions & Exclusions	Responsible Staff
2.2	Natural Environment Study (NES) Map	Prepare NES map in accordance with the Caltrans Project Development Procedures Manual and Caltrans Environmental Handbook.	• Draft and Final Map		
2.4	Noise Feasibility Assessment Report (NFAR)	Prepare NFAR in accordance with Caltrans Project Development Procedures Manual and Caltrans Environmental Handbook.	• Draft and Final Noise Assessment Report		Acoustic Engineer
2.5	Noise Study Report	Prepare Noise Study Report pursuant to Caltrans Environmental Handbook. Specialist to prepare field and show noise measurement sites, noise prediction sites, field tests, and field to determine and continuous height of the sound wall that would provide design abatement.	• Draft and Final Noise Study Report	• Conduct short-term noise measurements to determine the existing background noise levels in the study area and to calibrate the traffic noise model at 10 sites within the APE. • Use FHWA Traffic Noise Model (TNM) version 2.5 to calculate traffic noise levels at the sites, based on the traffic data provided by the traffic engineer.	Acoustic Engineer
2.6	Noise Abatement Decision Report (NADR)	Prepare Noise Abatement Decision Report pursuant to Caltrans Environmental Handbook. • NADR will be prepared following guidance described in the California Traffic Noise Protocol for New Highway Construction and Modification Projects, and the Standard Noise Supplement (SNS). • CONSULTANT will prepare noise abatement analysis for noise impacts to receptors that are affected by the Caltrans SR 60/Theodore Ave. The required sound walls may not be analyzed by the TNM to determine impacts to sites during the public review period of the draft NSD. • Prepare Noise Impact Technical Memorandum pursuant to Caltrans Environmental Handbook.	• Draft and Final Noise Abatement Decision Report	• Noise abatement measures will be analyzed if it is feasible and reasonable to protect the impacted receivers.	Acoustic Engineer
2.7	Visual Impact Assessment (VIA)	• Prepare Visual Impact Assessment (VIA)	• Draft and Final Visual Impact Assessment	• Agency review of the VIA will be provided by Caltrans District 8 Landscape Architect.	Visual Analyst
2.8	Historical Resources Evaluation	• Prepare Historical Resources Evaluation Memorandum pursuant to Caltrans Environmental Handbook	• Draft Historical Resources Evaluation Memorandum	• Archaeological Survey Report (ASR) will be prepared if Farmlands will be disrupted by the project alternatives.	Cultural Analyst
2.9	Draft Relocation Impact Statement (DRIS)	• Prepare Draft Relocation Impact Statement pursuant to Caltrans Environmental Handbook	• Draft Relocation Impact Statement	• Identifying the displaced owners and tenants and appraising the displaced properties, or portions thereof, shall be the responsibility of CALTRANS as they are typically done after completion of the PA/ED phase.	Relocation Agent
2.10	Air Quality Analysis (AQA)	• Prepare Air Quality Analysis pursuant to Caltrans Environmental Handbook. • Air Quality Analysis Report will be prepared in accordance with the following guidance: California Transportation Project-Level Carbon Monoxide Protocol, CO/PM10 Hot-spot Interagency Conformity Guidance, Interim Guidance on Air Toxic Analysis in NEPA Documents, and Caltrans' policy on greenhouse gas emissions.	• Draft and Final Air Quality Analysis		Air Quality
2.11	Paleontological Identification Report and Paleontological Evaluation Report (PIR/PER)	• Prepare Paleontological Identification Report and Paleontological Evaluation Report, pursuant to Caltrans Environmental Handbook	• Draft and Final Paleontological Identification Report and Paleontological Evaluation Report (PIR/PER)	• Assume negative findings. • CONSULTANT will complete a windshield or pedestrian survey of the project footprint. • Assumes the PIR and PER will be combined into a single document.	Historic Analyst
2.12	Archaeological Survey Report (ASR)/Historic Property Survey Report (HPSR)/Finding of Effect Report (FOE)	• Prepare Paleontological Identification Report and Paleontological Evaluation Report pursuant to Caltrans Standard Environmental References (SER) • Prepare Historical and Archaeological Resources Studies pursuant to Caltrans Standard Environmental References (SER)	• Native American Coordination Letters • Interested Party consultation letters • Records of Native American consultation • Draft and Final Archaeological Survey Report • Draft and Final ASR/HPSR • Draft and Final Finding of Effect • Draft and Final Section 106 Report • Archaeological Survey Report	• Assumes negative findings for archaeology. • Assumes up to 5 archaeological sites will be evaluated.	Archaeologist Cultural Analyst
2.13	Cultural Resources Study (CRS)	• Prepare Cultural Resources Study	• Draft and Final Cultural Resources Study		Cultural Analyst
2.14	Natural Environment Study (NES)	• Prepare Natural Environment Study per Caltrans SER. • NES will include a Biological Assessment, a Biological Assessment, Wetlands Delineation, Wetlands Mitigation, Biological Monitoring, Invasive Species Control, Biological Mitigation, Biological Monitoring, and Invasive Species Control.	• Draft and Final Natural Environment Study	• The survey results will be valid for a period of 18 months from the completion of the field survey. If the survey is not completed within the period, additional surveys will be required.	Biology Analyst
2.15	Noise Study of Locally Preferred Alternative	• Prepare Noise Study of Locally Preferred Alternative	• Notification of Locally Preferred Alternative		Acoustic Engineer
2.0	Public Hearing and Outreach				
2.1	Prepare and support the public hearings	• Provide support to the Public Outreach Officer and take the lead in conducting two public hearings one prior and during the IS/EA public review period	• Draft and Final Agenda • Draft Comment Card for Project Open House • Public Hearing Comment log and Documentation • Hearing Transcripts	• Assumes two (2) meetings	Project Manager
3.0	Prepare and Circulate Draft Environmental Document				Lead Environmental Analyst
3.1	Prepare Draft Initial Study (IS)/Environmental Assessment (EA)	• Prepare the Draft Initial Study (IS) incorporating the environmental analysis, technical analyses, the comments received during the public review period, a discussion of the consistency and substantiation of the project, proposed mitigation measures, and environmental commitment record (ECR) and environmental permits required.	• Draft Initial Study (IS) • ED Preparation and review tool • External QC Certification Sheet	• Discussion of traffic issues in the traffic analysis report (dated October 1, 2012). • Analyses of 2 build alternatives and the no project alternative.	Environmental Analyst

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Table 3 - Scope of Work (3 of 5)

Task No.	Task Name	Scope of Work	Deliverables	Responsibilities for Tasks	Responsible Party
5.2	Draft Initial Study/EA Environmental Assessment (EA)	[illegible]	• Draft IS/EA • ED Preparation and review tool • External QC Certification Sheet	• Executive Staff would be approaching the Caltrans Director for circulation and would not be subjected to Caltrans Headquarters for review and comment. • Caltrans acceptance completed	Lynn Calvert Hayes
5.3	Design Approval Meeting	[illegible]	[illegible]	[illegible]	[illegible]
5.4	Circulate Draft Initial Study/Environmental Assessment (EA)	• Ensuring that copies of the draft IS/EA are available for review/comment at City and Caltrans offices in the project area; Responsible for posting newspaper advertisement of the project in accordance with CEQA/NEPA	• Draft IS/EA, technical studies • Master Distribution/Invitation Lists • Prepare the Notice of Completion (NOC) - one hard copy and one electronic version on CD-ROM • Prepare Notice of Availability of the IS/EA/Notice of Intent to Adopt an MND/Notice of Public Hearing – one hard copy and one electronic version on CD-ROM	• Caltrans will prepare/compile the Draft IS/EA Master Distribution list for maintenance by the CONSULTANT. • Publish up to 50 hard copies of the Draft IS/EA, up to 200 copies of the Executive Summary, and up to 200 copies of the CD ROM containing electronic files of the Draft IS/EA and Executive Summary	Lynn Calvert Hayes
6.0	Prepare Final Environmental Document and Obtain Environmental Clearance				Lynn Calvert Hayes
6.1	Prepare Response to Comments Matrix	• Monitoring accomplishment and providing the adequate responses to internal and public comments on the project and Draft IS/EA	• Responses to Comments Matrix		Lynn Calvert Hayes
6.2	Select Alternative Project Alternatives	• Selection of project alternatives and open pavement alternative to be analyzed in the Draft IS/EA	• Selected Alternative Project Alternatives		Lynn Calvert Hayes
6.3	Finalize Determination of Significance	• Incorporate Caltrans and FHWA review comments into final environmental documents	• Approved FOR • Final IS/EA	• The Caltrans Staff Lead is responsible for the CITY include SCTA, FHWA, Caltrans, and Orange County Transportation Authority	Lynn Calvert Hayes
6.4	Notice of Determination Posted and Notice of Availability (NOA)	• Prepare "Notice of Determination" required by CEQA and "Notice of Availability" required by NEPA	• Final Notice of Determination • Final Notice of Availability (NOA)	• Filing of MND with appropriate fees, if any, and a CEQA exemption pursuant to Section 15306 of the CEQA Guidelines; for Caltrans approval and a Federal Categorical Exclusion pursuant to 54 CFR 6.204 Section 6005 for approval by Caltrans	Lynn Calvert Hayes
6.5	Complete Completion Project and Notice for Construction Bidding	• Prepare IS/EA Submittal for Construction Bidding	• IS/EA Submittal for Construction Bidding		Lynn Calvert Hayes
7.0	Environmental Mitigation, Negotiation and Permitting				Lynn Calvert Hayes
7.1	Resource Agency Permit Related Coordination	• Prepare Coordination Documents and Initial Coordination Meetings • Negotiation process for impacts on impacts to jurisdictional waters of the U.S. and waters from the U.S. Army Corps of Engineers (USACE), State Water Resources Control Board (SWRCB), and California Department of Fish and Wildlife (CDFW). The results are pending in maintenance compliance documentation will be RFC and mitigation documentation are developed.	• Coordination documents	• Approval documents and permits/authorizations will be required for the ACOE 404 permit • Approval and the issuance of a permit • Pursuant the notification to the USACE and the DFG/CDFW will be the coordinated CDFW, USACE permit • Pursuant the notification to the RWQCB and the WQCB will be required for the coordinated CDFW, USACE permit • Pursuant the approval/permitting with the WQCB or RWQCB will be required and permitting requirements	Arnold, Rodney
8.0	Geometric Approval Drawings				Daisy Francois, PE
8.1	Geometric Approval Drawings	• Prepare horizontal layout, profiles, cross sections, typical sections, and ROW requirements based on the project scope as defined in the approved draft Project Report	• Geometrical Geometric Approval Drawings • Complete ROW of Footprint	• Approval and valid signature	Daisy Francois, PE
9.0	Design Mapping and Surveys				Daisy Francois, PE
9.1	Photogrammetric Survey	• Survey will be performed in accordance with the Caltrans Survey Manual • Compile and process with Caltrans, NGS, and Riverside County, and a variety of other sources	• New aerial photography mapping compiled into a single DTM DGN with one horizontal coordinate • Topo of Alt. Alternatives Layouts • Geodetic Base Map		Daisy Francois, PE
9.2	Preliminary Right of Way Mapping	• Develop preliminary right of way, to support developing alternatives for information meeting. The project mapping consisted from maps and the records of record, easements of record, and existing utilities, based upon existing from utilities	• Topo of Alt. Alternatives Layouts • Geodetic Base Map		Daisy Francois, PE
9.3	Aerial Photogrammetric Control Points for Record of Survey	• Production and Staking of the "Robust Checkpoint" Record of Survey	• Topo Map Mapping • Pre-construction Record of Survey		Daisy Francois, PE
9.4	Design Surveys	• Perform design surveys in the roadway shoulder, edge of travel lane, line line, right of way, and pole	• Design Survey	• Expense field measurements like Roadway	Daisy Francois, PE
10.0	Site Design Plans, Specifications, and Estimate			Site required, Caltrans will be prepared and accepted as site plans applies to associated project components	
10.0	Site Design Plans, Specifications, and Estimate				Radio Antenna, PE
10.1	Conceptual Landscape and Irrigation Plan	• Prepare a concept landscape plan at a scale of 1" = 40' showing planned planting locations for grading and construction plans. Proposed plant palette will be developed with the PDT.	• Concept Landscape Plan	• Approval Implementation and the condition specific plan • Approval	Radio Antenna, PE
10.2	Bridge Site Data Collection	• Prepare bridge site data submittal package to Bridge Architecture in accordance with the Caltrans Bridge Preservation and Replacement Guide	• Bridge Site Data Collection		Rand Moeller, PE, SE Frank Vanderslice, PE Rand Moeller, PE, SE
10.3	Bridge Type Selection	• The Type Selection Report will include a bridge General Plan, structural assumptions and alternatives requirements, seismic and aesthetic considerations, stage construction and traffic handling requirements and costs • Attend Type Selection Meeting with Caltrans OSFP	• Bridge Type Selection Report • Type Selection Meeting Attendance	• Approval of Bridge Type and Recommending	Rand Moeller, PE, SE

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Table 3 - Scope of Work (4 of 5)

Task No.	Task Name	Scope of Work	Deliverables	Assumptions / Exceptions	Responsible Staff
10.0	Design Water Quality Report	• Update the previously prepared Water Quality Report (Phase)	• Water Quality Data Report Update		[illegible]
11.0	Drainage Report	• Prepare hydrology/hydraulic report for the purpose of outlining the drainage improvements for the project. The report shall also be reviewed and incorporated into the design	• Drainage Report • Hydrology Maps • Hydraulic Calculations – pipe sizing, flooded width and inlet spacing, HSP sizing calculations • Water Quality BMP design calculations – flow rates, infiltration, sizing, etc.	• Improvements to existing private hydrology and hydraulic controls for the freeway or highway cross-culverts and regional drainage facilities in the vicinity are excluded from scope of work	[illegible]
11.1	Hydrology/Hydraulic Report	• Prepare a CMP in accordance with Caltrans guidelines and DD report for sizing from the proposed project, utilizing existing and forecast traffic volume data. Assume each step, provided BMP measures to reduce traffic impacts, interpolate to traffic flows, project connection and improvements	• Hydrologic Calculations	• Only CMP improvements will be provided	[illegible]
11.2	Geotechnical Design and Report	• Conduct a geotechnical field investigation, laboratory and office analysis to assess the site, provide recommendations and recommendations for design and construction of the proposed improvements. Prepare the Geotechnical Design Report, Materials Report, and Foundation Report	• Geotechnical Geotechnical Design Report • Foundation Report (Structure Report) • Materials Report (Pavement Report)	• Geotechnical Design and Foundation Report for pavement and grading design only	[illegible]
12.0	Draft Roadway Plans	• Prepare Title Sheet, Typical Cross, Layout, Profile, Foundation Report and Roadway Drawing Plans • Prepare Supplemental Fact Sheet for design exceptions identified during the PS&E phase	• 60% Roadway Plans • Supplemental Mandatory and Advisory Fact Sheets for PS&E phase	• Ultimate ramp alignments will be designed to the centerline of the ramp and shall meet the existing mainline freeway • Re-proposed horizontal and/or vertical alignment improvements will be excluded • Cost of the job products will be provided	*Curtis Davis, PE* *Jesse Vaglienty, PE*
12.1	Draft Utility Plans	• Prepare utility location plans showing the locations of existing utility facilities and proposed improvements, the proposed utility relocations and/or adjustments	• 60% Utility Location Plans		[illegible]
12.2	Draft Drainage Plans	• Prepare Drainage Plans, Profiles, Detail Sheets, Quantities for drainage systems to be constructed • Prepare Drainage Plans, Profiles, Detail Sheets, Quantities for drainage systems to be reconstructed	• 60% Drainage Plans	• New hydrologic/hydraulic to be reused • No new connections to regional storm drains • No new regional storm drains • No edge drains will be required	[illegible]
12.3	Draft Stage Construction/Traffic Handling Plans	• Prepare stage construction/traffic handling plans, details and quantities for the appropriate stages of construction, show proposed signing, pavement delineation, barricades, etc. and for positioning of the work zone • Prepare detour (construction area signs) plans to reflect the detour routes for freeway/ramp/arterial closures	• 60% Stage Construction/Traffic Handling/Detour Delineation Area Sign Plans	• No temporary detour plans of roadway improvements will be required • Existing interchange will be closed during construction of proposed interchange and traffic detoured to adjacent interchanges • Eucalyptus Avenue will have been previously constructed to connect to Redlands Avenue and be used as detour traffic during construction • Temporary lighting, temporary signals and temporary communication systems will not be required for any stage of construction phases	[illegible] *Jonathan Hulbert, PE*
12.4	Draft Traffic Plans	• Prepare signing/pavement delineation plans, details and quantities	• 60% Signing/Pavement Delineation Plans		[illegible]
12.5	Draft Roadway Lighting Plans	• Prepare highway lighting plans, details and quantities for the lighting scheme approved as part of the conceptual lighting plans	• 60% Highway Lighting Plans	• Highway lighting does not include lighting on the Roadway (SR60). Assumed lighting will not be required • Highway lighting needs of soil nail are excluded	[illegible]
12.6	Draft Electrical Plans	• Prepare lighting and Sign Illumination plans for the new ramp connections, and those modified sign locations • Prepare Traffic Signal plans for two (2) locations – [illegible] Ramps/Theodore • Prepare Ramp Metering Plans for the two (2) SR-60 on-ramp locations in accordance with Caltrans OB [illegible] • Prepare Electrical Plans for the Theodore Undercrossing based on approved Type Selection Report	• 60% Roadway Plans	• No communications systems (i.e. fiber optic communication system, CCTV, CMS or TMS) will be required • Assumed [illegible]	[illegible] *Susanne Ueno, PE*
12.7	Draft Structure Plans	• Prepare Draft Bridge Plans for the Theodore Undercrossing based on approved Type Selection Report	• 60% Bridge Plans	• Assumed [illegible] bridge plans • No retaining walls or noise walls will be required	[illegible]
12.8	Special Provisions	• Prepare specifications (Draft Special Provisions) covering the major components of work and location	• Assumed Draft Special Provisions		[illegible]
12.9	Cost Estimate	• Prepare preliminary cost estimate based on the 60% level of design based on the related plans			[illegible]
13.0	95% Design Plans, Specifications, and Estimate				
13.1	Update Reports	• Update all reports/documents/documents of report based on comments and final design	• 95% Reports		[illegible]
13.2	Update Roadway Plans	• Update all roadway drawings/plans/profiles/details based on agency comments and final design	• 95% Roadway Plans		[illegible]
13.3	Update Structure Plans	• Update all Structure Plans based on agency review comments and final design consistent with approved design	• 95% Structure Plans		[illegible]
13.4	Update Special Provisions	• Update Special Provisions with complete listing of all special provisions and technical specs, added clauses requirements for bidding	• 95% Special Provisions		[illegible]

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Table 3 - Scope of Work (5 of 5)

Task No.	Task Name	Scope of Work	Deliverables	Assumptions / Exclusions	Responsible Staff
[illegible]	Update Cost Estimate	Prepare opinion of construction cost based on the [illegible] consistent with Caltrans Contract Cost Data book and recent construction bid data	Opinion of Cost Estimate		[illegible]
2.0	100% Design Plans, Specifications, and Estimate				
[illegible]	Final Structure Plans	Update structure plans based on review comments, coordination efforts and final quality control review of the PS&E deliverables	100% Structure Plans	The SOW will identify special requirements for construction and maintenance	Jeffrey Wolf
[illegible]	Final Structure Plans	Update structure plans based on review comments, coordination efforts and final quality control review of the PS&E deliverables	100% Structure Plans		Jeffrey Wolf
[illegible]	Final Specifications	Update specifications based on review comments, coordination efforts and final quality control review of the PS&E deliverables	100% Specifications		Jeffrey Wolf
[illegible]	Final Cost Estimate	Update structure cost estimate based on review comments, coordination efforts and final quality control review of the PS&E deliverables	100% Cost Estimate		Jeffrey Wolf
[illegible]	Submit Engineer's File	Prepare engineering design data, hydraulic analysis and calculations for inclusion in the file, including a scale plans, cross sections and profiles	100%	Bidding and contract library consists of files on all design, the SOW, scope of work, and other advanced work, bidding contract documents	[illegible]
3.0	Rights of Way Legal Plans and Approved Maps				
[illegible]	Rights of Way Requirements Map	Prepare Rights of Way requirements map	Rights of Way Requirements Map		Larry Fossum, PLS
[illegible]	Rights of Way Maps	Prepare Rights of Way Maps required for clearance	Rights of Way Maps		Larry Fossum, PLS
[illegible]	Legal Descriptions	Prepare legal descriptions with accompanying exhibits (sketches) to conform the rights of way and temporary easement deed language	Legal Descriptions and exhibits	Rights of Way descriptions and exhibits for private properties, temporary construction easements, and utility easements for the relocation of [illegible]	Larry Fossum, PLS
[illegible]	Approved Maps	Prepare Approved Maps	Approved Maps	Subject to [illegible] to be approved Approved Maps will not be prepared for the entire project limits	Larry Fossum, PLS
3.0.4	Rights of Way Acquisition				
[illegible]	Utility Coordination	Utility coordination	Utility coordination for utility plans & agreements	Environmental clearance for utility plans is approved by the governing agency Ahead of [illegible] coordinate Only the utilities identified in the utility plan will be coordinated with as part of this task	[illegible]
[illegible]	Utility Relocation	Prepare Utility Relocation	Prepare utility relocation plans (PUP)		[illegible]
[illegible]	Utility Relocation	Coordinate plans for utility relocation	Utility relocation coordination	Caltrans will require a utility plan, or for any relocation service line extension, will be prepared by the utility companies	[illegible]
[illegible]	Acquisition Coordination	Provide engineering team coordination with the Rights of Way consultant on parcel issues Prepare agreements and acquisition documents required for processing utility jobs to properties as applicable	Rights of Way Acquisition coordination		[illegible]
[illegible]	Acquisition Coordination	Coordination meetings	Acquisition coordination	Acquisition coordination for utility relocation (PUP) will be prepared by the appropriate governing agency for condemnation, and supporting documentation will be required	[illegible]
[illegible]	Rights of Way Certification	Prepare Rights of Way certification	Rights of Way certification		[illegible]
3.0.6	Project Management				
[illegible]	Project Scoping	Prepare a Scoping Document at the outset of the environmental process that will identify the assumptions on which the design is based. The objective is to get Caltrans' concurrence on the assumptions used in the analysis for each one the technical subjects to share a common understanding of the design approach between Caltrans and CONSULTANT or to what the [illegible]	Project Scope of Work Assumptions Document (Initial draft) Project Schedule Job Register	Attend one Project Management Meeting Attend one meeting to discuss scope of work assumptions and approach Attend one Project Schedule Meeting to discuss project schedule	[illegible]
[illegible]	Project Contract & Administration	Supervise, coordinate, and oversee work for consistency with Caltrans and FHWA standards and policies. Prepare, [illegible] and file correspondence and memoranda as appropriate. Monitor project flow using the Caltrans File System	Monthly Project Management and administration		[illegible]
[illegible]	Project Schedules	Prepare and update project schedule	Project Schedules		[illegible]
[illegible]	Project Meetings	Meet with all effected parties to discuss issues encountered in the analysis, design, and effects of the project	Meeting Agendas and Minutes Presentation Materials Monthly Progress Reports		[illegible]
[illegible]	Project Reports	Provide overall financial management of the project			[illegible]

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Table 4 - Resource Allocation Matrix (1 of 3)

Task Description	Hours																														
	Project Manager	Project Manager	Senior Engineer	Resource Engineer	Resource Engineer	Resource Manager	Senior Project Engineer/Manager	Air Quality Specialist	Resource Economist	Landscape Architect	Project Engineer/Planner	Senior Engineer	Senior Engineer / Senior Project Mgr	Senior Scientist	Planner	Senior Technical Writer/Editor	Senior Engineer/ Senior Project Mgr	Senior Geologist/ Senior Hydrogeologist	Senior Cultural Resources	Geotechnical Specialist/Engineer	Transportation	Technical Editor/ Senior Engineer	Technical Editor/ Senior Engineer	Geologist/ Hydrologist/ Engineer	Sound Specialist	Technical / Editorial Staff Report	Phase Survey Crew	Phase Survey Crew	Licensed Surveyor	Total Efforts Hours
1.0 Project Management, Planning and Project Control																															
1.1 Project Initiation and Planning																															
1.2 Develop Plan for Project Management																															
1.3 Develop Subconsultant																															
1.4 Work Plan / Cost Estimate																															
1.5 Develop Project Schedule (CPM)																															
1.6 Develop Project Management Plan (PMP)																															
1.7 Project Administration																															
1.8 Monthly Progress Reports																															
1.9 Project Meetings																															
1.10 Quality Control Reviews																															
2.0 Environmental Process																															
2.1 Develop Environmental Strategy																															
2.2 Environmental Process Schedule																															
2.3 Data Management and Strategy	24	160					4	8	7					4	110				12			12								337
2.4 Data Review and Gap Analysis						24	120						20									60								224
2.5 Review of Project Design Alternatives													20						4											24
2.6 Water Quality Assessment Report (WQAR)			8				36																							44
2.7 Biology Data Report															36							8								44
2.8 Biology Assessment Report (BAR)															108							24				4	4			140
2.9 Cultural Resources Identification						24							40																	64
2.10 Cultural Resources Assessment Report (CRAR)																															
2.11 Cultural Resources Report (CRR)																															
2.12 Hazardous Materials Report (HMR)																															
2.13 Noise Technical Study (NTS)			4																												
2.14 Noise Abatement Decision Report (NADR)																															
2.15 Visual Impact Assessment (VIA)																															
2.16 Section 4(f) Evaluation																															
2.17 Section 106 Evaluation																															
2.18 Section 404 Evaluation																															
2.19 Section 7 Evaluation																															
2.20 Section 401 Evaluation																															
2.21 Section 1600 Evaluation																															
2.22 Section 2081 Evaluation																															
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2.296 Section 1602 Evaluation																															
2.297 Section 1602 Eva

Table 4 - Resource Allocation Matrix (2 of 3)

| Code Description | Hours | | |

Table 4 - Resource Allocation Matrix (3 of 3)

Task Description	Project Manager	Project Sponsor	Senior Permitter	Procurement Supervisor	Resource Manager	Senior Traffic Engineer/Planner	Traffic Modeler	Transportation Economist	Landscape Architect	Project Engineer	Staff Assistant	Design Engineer / Area Project Mgr	Area Specialists	Admin	Design Technician / Sr. Traffic Eng.	Senior Inspector Education Agent	Senior Biologist / Sr. Noise Analyst	Senior Biologist Supervisor	Senior Biologist Education Agent	Transportation	Technical Editor / Word Processor	Biologist / Naturalist Board	Cultural Resources	Archeologist / Cultural Rpt. Preparer	Archeologist Survey Crew	Project Survey Crew	Contract Surveyor	Total Estimated Hours
Review Traffic Plans					4	16				16		16									24							116
Review Highway Cross Plans									160	32					16													96
Review Structure Plans					4	24				32		12									24							72
12 Review Structure Plans				24		24						200			160													608
13 Review Special Provisions				24	16	24			8	32		4			8													160
14 Review Cost Estimate									4	24		60			4													152
15.0 Design Plans, Specifications, and Estimate																												
15.1 Final Roadway Plans					24	32			32	160		200			16						120							688
15.2 Final Structure Plans				160		32						48			56													296
15.3 Final Special Provisions				24	24	32			8	32		4			4													128
15.4 Final Cost Estimate						24				32					4													64
15.5 Submittal Complete PS&E				24		40				16																		80
16.0 Right of Way Legal Plat and Appraisal Report																												
16.1 Right of Way Requirement Maps					24					24					48						24							224
16.2 Right of Way Legal					40					56											80					8		184
16.3 Right Description					24																184					56		264
16.4 Appraisal Maps					24																40					12		76
16.5 Right of Way Acquisition																												
16.6 Right of Way Appraisal					56					24																		54
16.7 Right of Way Negotiations					24					24																		48
16.8 Right of Way Acquisition					24					24																		48
16.9 Right of Way Condemnation												72					288							152				512
16.10 Acquisition Coordination																	48											96
16.11 Acquisition Documentation												8												56				72
16.12 Right of Way Certification																												
17.0 Project Management																												
17.1 Project Schedule	12									72		36												12				96
17.2 Project Control & Administration	480				288					112														24				912
17.3 Project Scheduling	8									48																		56
17.4 Project Meetings	84									24		24												24				156
17.5 Project Reports	12									24																		36
SUBTOTAL	592	552	0	552	1392	2064	168	432	584	2992	0	4000	896	568	2128	592	792	568	0	1960	920	352	88	512	880	144	224	33,011.00
Reproduction & Mailings																												
Travel Reimbursement																												
Reproduction of Documents																												
Other Expenses																												
Reproducible Final Contract Plans																												
Other Expenses																												
OTHER DIRECT COSTS																												
TOTAL ESTIMATED HOURS AND BUDGET	592	552	0	552	1392	2064	168	432	584	2992	0	4000	896	568	2128	592	792	568	0	1960	920	352	88	512	880	144	224	33,011.00

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Table 5 - SR-60/Theodore Street Interchange PA/ED & PS&E 2013 Rate Schedule

Category	Rate
Principal	$ 240
Project Manager	$ 225
Senior Appraiser	$ 225
Structural Engineer	$ 195
Technical Manager	$ 180
Senior Project Engineer/Planner	$ 165
Air Quality Specialist	$ 150
Associate Biologist	$ 150
Landscape Architect	$ 150
Project Engineer/Planner	$ 150
Staff Appraiser	$ 150
Design Engineer / ROW Project Manager	$ 135
Noise Specialist	$ 120
Planner	$ 120
Design Technician / Sr. Traffic Engineer	$ 115
Senior Acquistion/Relocation Agent	$ 115
Senior Biologist / Sr. ROW Analyst	$ 115
Senior Cultural Resources	$ 110
Acquistion/Relocation Agent	$ 105
Technician	$ 105
Technical Editor / Traffic Engineer	$ 100
Biologist / Outreach Coordinator	$ 90
Cultural Resources	$ 70
Clerical	$ 75
2-Person Survey Crew	$ 255
1-Person Survey Crew	$ 155
Licensed Surveyor	$ 165

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4. Project Schedule

4. Project Schedule

Exhibit 3 - SR-60/Theodore Street Interchange Improvement Schedule (1 of 3)

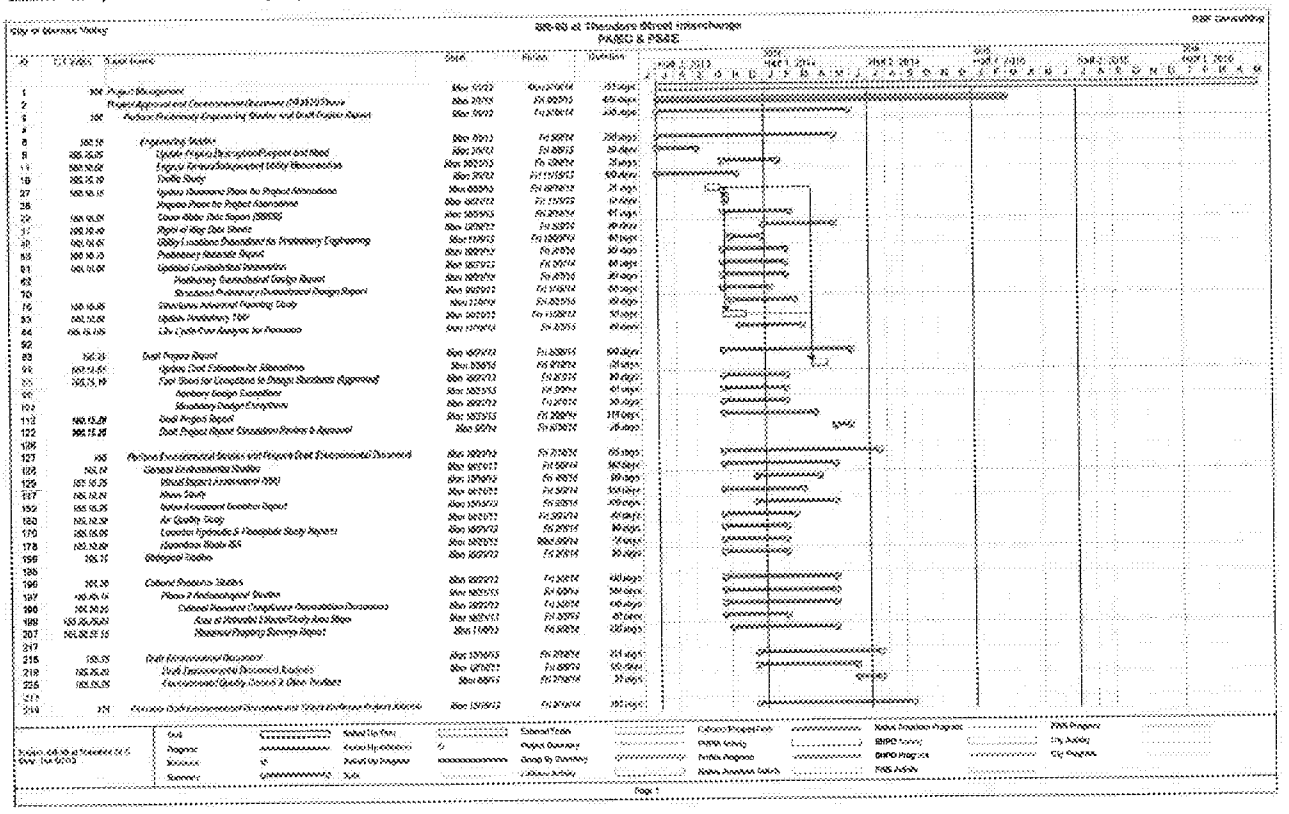

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Exhibit 3 - SR-60/Theodore Street Interchange Improvement Schedule (2 of 3)

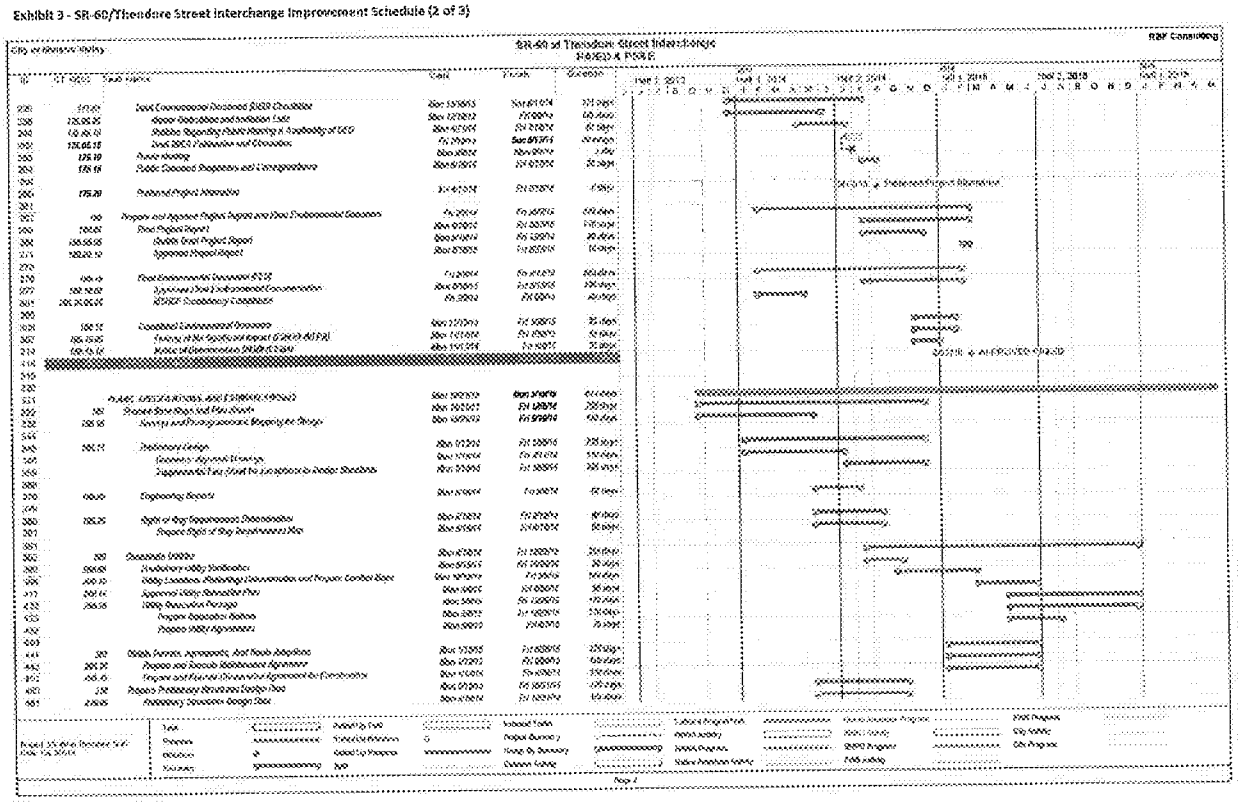

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Exhibit 3 - SR-60/Theodore Street Interchange Improvement Schedule (3 of 3)

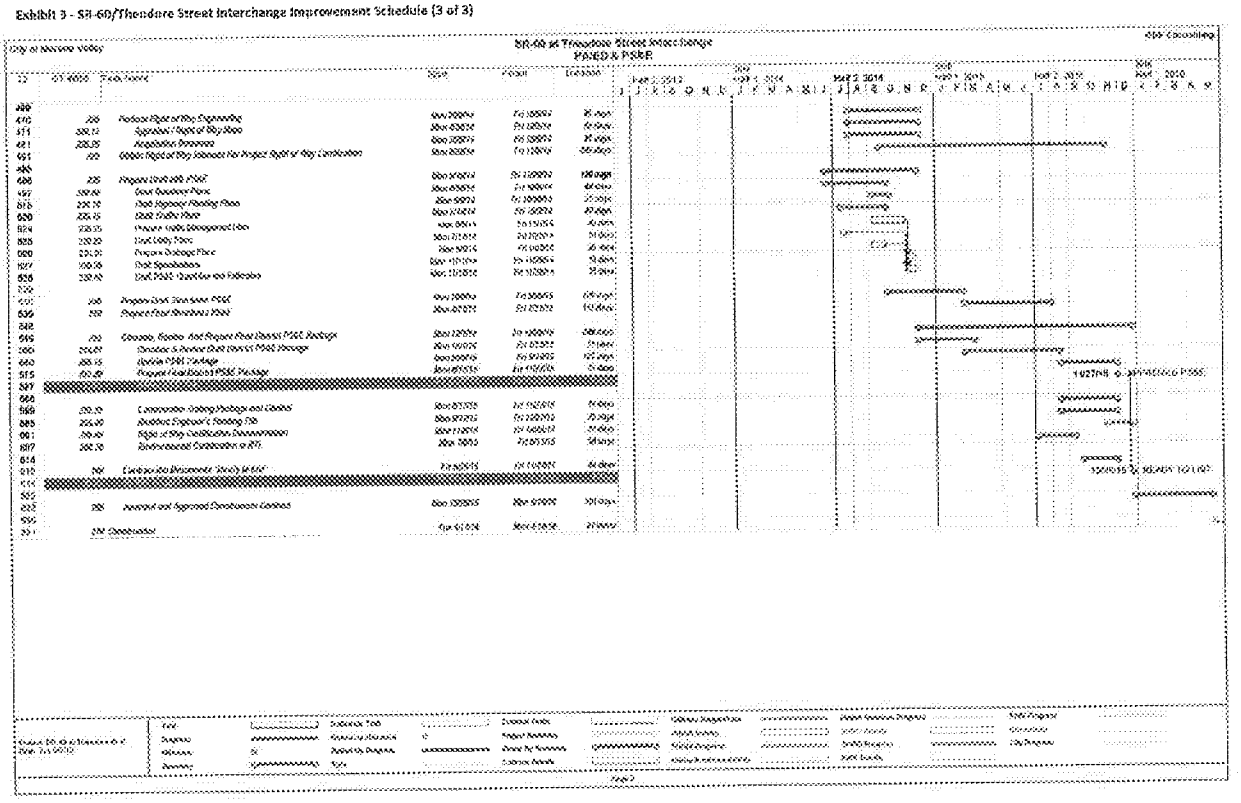

MV00209782

5. Required Statements

5. Required Statements

Required Statements

RBF certifies the following statements:

A. The Request for Proposal shall be incorporated in its entirety as a part of RBF's Proposal.
B. The Request for Proposal and RBF's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by RBF and the Mayor or City Manager of Moreno Valley.
C. RBF's Services to be provided and fees therefore, will be in accordance with the City's Request for Proposal and therefore, a specified section under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" is not necessary.
D. Due to no additions or exceptions requested by RBF, we have not included a single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of the City's Request for Proposal upon which RBF's Proposal is contingent and shall take precedence over the Request for Proposal for Professional Consultant Services.
E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of RBF's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact are provided in Section C of this proposal. If one or more of RBF's staff should become unavailable, RBF may substitute other staff of at least equal competence only after prior written approval by the City.
F. Resource Allocation Matrix. *Provided in Section 3 - Scope of Work.*
G. A rate schedule must be submitted with the proposal. The rate schedule must list titles, names, roles, and hourly billing rates in rows. A statement that said hourly rate schedules in part of the consultant's Proposal for use in invoicing for progress payments and for extra work incurred shall also be included. All extra work will require prior approval from the City. (COST PROPOSAL DETAILS MUST BE IN A SEALED ENVELOPE).
H. A statement of sub-consultant's qualifications (including relief personnel) applicable to this project, including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact. *Provided in Section 1 -The Right Team.* RBF acknowledges and understands that RBF will not be allowed to change any sub-consultant without written permission from the City.
I. All charges for RBF's (construction) services is a "Not-to-Exceed Fee" which includes conservatively estimated reimbursable expenses, as submitted with and made a part of RBF's Proposal.
J. RBF will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
K. RBF will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.
L. An hourly rate schedule has been submitted with this Proposal *provided in the Appendix*. The rate schedule includes titles, names, roles, and hourly billing rates in rows. The hourly rate schedule is part of RBF's Proposal for use in invoicing for progress payments and for extra work incurred. All extra work will require prior approval from the City. An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of RBF's proposal submittal.
M. RBF will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
N. All federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.

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O. RBF shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project only. All relevant records shall be retained for at least three years.

P. RBF shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision and State of California prevailing wage rates, respectively.

Q. RBF shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR3) issued pursuant thereto, and any amendments thereof.

R. RBF offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (1 5 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 167001 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to RBF, without further acknowledgment by the parties.

S. This solicitation and resultant Contract is not financed in whole or part with federal funds, but the city encourages Bidders to follow Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Bidders who obtain DBE participation on this Contract will assist the City in meeting its DBE goals for the Project

DBEs and other small business are strongly encouraged to participate in the performance of this Contract. The City encourages Bidders to give DBEs and other small businesses the opportunity to participate in the performance of the Work that is the subject of this solicitation and to take all necessary and reasonable steps for this assurance. The Bidder shall not discriminate on the basis of race, color, national origin, sex, age, or physical or mental disability, sexual orientation or retaliation in the award and performance of subcontracts.

A Race Neutral program is one that, while benefiting DBEs, is not solely focused on DBE firms. A Race Neutral program utilizes measures that can assist a wide variety of small businesses, including DBEs, such as arranging solicitations, times for the presentation of proposals, quantities, specifications, and delivery schedules in ways that facilitate DBE and other small business participation (e.g. unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractor s to subcontract portions of work that they might otherwise perform with their own forces). Race Neutral DBE participation includes: a DBE obtaining a prime contract through customary competitive procurement procedures; a DBE being awarded a subcontract on a prime contract, whether or not the prime contract has a DBE goal; and a DBE being awarded a subcontract from a prime contractor that did not consider its DBE status in making the award.

The Consultant is encouraged to include DBE firms in the proposal. RBF has completed the forms listed in the "Attachments" at the end of the RFP. Proposer's List of Subconsultants (DBE and Non-DBE) Parts I and II are *provided in the Appendix*.

MV00209785

Appendix

LIST OF SUBCONSULTANTS

Project Name: State Route 60 / Theodore Street Interchange Improvements

Project No: 801 0052 70 77

Consultant Name: RBF Consulting, a Company of Michael Baker Corporation

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
Parsons Brinckerhoff	**PB will provide Traffic Analysis services.**
TELEPHONE **909-386-2814**	
ADDRESS **451 E. Vanderbilt Way, Suite 200**	
CITY, STATE ZIP **San Bernardino, CA 92408**	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
LSA Associates, Inc.	**LSA will provide Environmental services.**
TELEPHONE **951-781-9310**	
ADDRESS **1500 Iowa Avenue, Suite 200**	
CITY, STATE ZIP **Riverside, CA 92507**	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
Overland, Pacific & Cutler, Inc.	**OPC will provide Right-of-Way services.**
TELEPHONE **951-801-6825**	
ADDRESS **2280 Market Street, Suite 200**	
CITY, STATE ZIP **Riverside, CA 92501**	

Duplicate this form as necessary to report all subconsultant(s) information.

Attachment "K"

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
Leighton Consulting, Inc.	**Leighton will provide geotechnical services.**
TELEPHONE **951-252-8013**	
ADDRESS **41715 Enterprise Circle North, Suite 103**	
CITY, STATE ZIP **Temecula, CA 92590-5661**	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
Arellano Associates	**Arellano Associates will provide Public Outreach services.**
TELEPHONE **909-627-2974**	
ADDRESS **5851 Pine Ave., Ste. A**	
CITY, STATE ZIP **Chino Hills, CA 91709**	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
Utility Specialists	**Utility Specialists will provide utility coordination services.**
TELEPHONE **858-581-2250**	
ADDRESS **4429 Morena Boulevard**	
CITY, STATE ZIP **San Diego, CA 92117**	

Attachment "K"

PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) -- PART I

The proposer shall list all subconsultants (both DBE and non-DBE) in accordance with Section2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the code of Federal Regulations. This listing is required in addition to listing DBE subconsultants elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name / Address,/ City, State, ZIP	Phone/ FAX	Gross Annual Receipts	Description of Portion of Work to be Performed	Certified DBE?
Parsons Brinckerhoff 451 E. Vanderbilt Way, Suite 200 San Bernardino, CA 92408	P. 909-386-2814 F. 909/889-1884	☐ < $1million ☐ < $5 million ☐ < $10 million ☐ < $15 million ☒ > $15 million	Parsons Brinckerhoff will provide Traffic Analysis services.	☐ YES ☒ NO *If YES list DBE #* Age of Firm (Yrs.) 128 years
Firm Name / Address,/ City, State, ZIP	**Phone/ FAX**	**Gross Annual Receipts**	**Description of Portion of Work to be Performed**	**Certified DBE?**
LSA Associates, Inc. 1500 Iowa Avenue, Suite 200 Riverside, CA 92507	P. 951-781-9310 F. 951-781-4277	☐ < $1million ☐ < $5 million ☐ < $10 million ☐ < $15 million ☒ > $15 million	LSA Associates, Inc. will provide Environmental services.	☐ YES ☒ NO *If YES list DBE #* Age of Firm (Yrs.) 37 years
Firm Name / Address,/ City, State, ZIP	**Phone/ FAX**	**Gross Annual Receipts**	**Description of Portion of Work to be Performed**	**Certified DBE?**
Overland, Pacific & Cutler, Inc. 2280 Market Street, Suite 200 Riverside, CA 92501	P. 951-801-6825 F. 562-304-2020	☐ < $1million ☐ < $5 million ☐ < $10 million ☐ < $15 million ☒ > $15 million	Overland, Pacific & Cutler, Inc. will provide Right-of-Way services.	☐ YES ☒ NO *If YES list DBE #* Age of Firm (Yrs.) 32.5 years
Firm Name / Address,/ City, State, ZIP	**Phone/ FAX**	**Gross Annual Receipts**	**Description of Portion of Work to be Performed**	**Certified DBE?**
Leighton Consulting, Inc. 41715 Enterprise Circle North, Suite 103 Temecula, CA 92590-5661	P. 951-252-8013 F. 951-296-0534	☐ < $1million ☐ < $5 million ☐ < $10 million ☐ < $15 million ☒ > $15 million	Leighton Consulting, Inc. will provide Geotechnical services.	☐ YES ☒ NO *If YES list DBE #* Age of Firm (Yrs.) 51 years

Distribute: 1) Original -- Local Agency File

Attachment "L" - Part I

Firm Name / Address,/ City, State, ZIP	Phone/ FAX	Gross Annual Receipts	Description of Portion of Work to be Performed	Certified DBE?
Areliano Associates 5851 Pine Ave., Ste. A Chino Hills, CA 91709	P. 909-627-2974 F. 909-628-5804	☐ < $1million ☒ < $5 million ☐ < $10 million ☐ < $15 million ☐ > $15 million	Areliano Associates will provide Public Outreach services.	☒ YES ☐ NO *If YES list DBE #* 41198 Age of Firm (Yrs.) 18 years

Firm Name / Address,/ City, State, ZIP	Phone/ FAX	Gross Annual Receipts	Description of Portion of Work to be Performed	Certified DBE?
Utility Specialists 4429 Morena Boulevard San Diego, CA 92117	P. 858-581-2250 F. 858-483-2734	☐ < $1million ☒ < $5 million ☐ < $10 million ☐ < $15 million ☐ > $15 million	Utility Specialists will provide Utility Coordination services *Utility Specialists are a State of California Department of General Services Certified Small Business (Micro) #52819	☐ YES ☒ NO * *If YES list DBE #* Age of Firm (Yrs.) 37 years

Distribute: 1) Original – Local Agency File

Attachment "L" - Part I

PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) – PART II

The proposer shall list all subconsultants who provided a quote or proposal but were not selected to participate as a subconsultant on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. **Photocopy this form for additional firms.**

Firm Name / Address,/ City, State, ZIP	Phone/ FAX	Gross Annual Receipts	Description of Portion of Work to be Performed	Certified DBE?
N/A		☐ < $1million ☐ < $5 million ☐ < $10 million ☐ < $15 million ☐ > $15 million		☐ YES ☐ NO *If YES list DBE #* Age of Firm (Yrs.)
Firm Name / Address,/ City, State, ZIP	**Phone/ FAX**	**Gross Annual Receipts**	**Description of Portion of Work to be Performed**	**Certified DBE?**
N/A		☐ < $1million ☐ < $5 million ☐ < $10 million ☐ < $15 million ☐ > $15 million		☐ YES ☐ NO *If YES list DBE #* Age of Firm (Yrs.)
Firm Name / Address,/ City, State, ZIP	**Phone/ FAX**	**Gross Annual Receipts**	**Description of Portion of Work to be Performed**	**Certified DBE?**
N/A		☐ < $1million ☐ < $5 million ☐ < $10 million ☐ < $15 million ☐ > $15 million		☐ YES ☐ NO *If YES list DBE #* Age of Firm (Yrs.)

Distribute: 1) Original – Local Agency File

Attachment "L" - Part II

EXHIBIT 10-O2: LOCAL AGENCY CONSULTANT DBE INFORMATION

(Inclusive of all DBEs listed at bid proposal)

NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section

1. Local Agency Name: City of Moreno Valley
2. Project Location: State Route 60 / Theodore Street, Moreno Valley, CA
3. Project Description: Interchange Improvements
4. Total Contract Award Amount: $
5. Consultant Name: Arellano Associates
6. Contract DBE Goal %: Not required, but encouraged by City
7. Total Dollar Amount for all Subcontractors: $
8. Total Number of all Subcontractors: 6

Award DBE Information

9. Description of Services to be Provided	10. DBE Firm Contact Information	11. DBE Cert Number	12. DBE Dollar Amount
Public Outreach Services	Genoveva Arellano, garellano@arellanoassociates.com	41199	

13. Total Dollars Claimed: $

14. Total % Claimed: %

Local Agency to Complete this Section

20. Local Agency Contract Number
21. Federal-aid Project Number
22. Contract Execution Date.

Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:

23. Local Agency Representative Name (Print)
24. Local Agency Representative Signature
25. Date
26. Local Agency Representative Title
27. (Area Code) Tel No.

15. Preparer's Signature
Genoveva Arellano
16. Preparer's Name (Print)
17. Preparer's Title
5/9/2013
18. Date
(909) 627-2974
19. (Area Code) Tel No

Caltrans to Complete this Section

Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:

28. DLAE Name (Print)
29. DLAE Signature
30. Date

Distribution. (1) Copy -- Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment
(2) Copy -- Include in award package sent to Caltrans DLAE (3) Original -- Local agency files

ATTACHMENT "M"

CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT "C"

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed **$1,750,183**.

2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml

3. The Consultant will electronically submit an invoice and a hard copy invoice to the City for milestone payments along with documentation evidencing services completed to date. The milestone payment is based on actual time and materials expended in furnishing authorized professional services during the preceding period. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any milestone payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at miab@moval.org or calls directed to (951) 413-3155.

4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the

completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:

   A. Vendor Name, Mailing Address, and Phone Number
   B. Invoice Date
   C. Vendor Invoice Number
   D. City-provided Reference Number (e.g. Project, Activity)
   E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

W:\CapProj\CapProj\PROJECTS\Marge_601 0052 70 77_Rte 60-Theodore St Interchange\CC Reports\Contract_Project 601 0052 70 77_SR60 Theodore.doc

EXHIBIT "D"

City of Moreno Valley

SR-60 at Theodore Street Interchange
PA/ED & PS&E

Exhibit "E"
RBF Consulting

ID	CT WBS	Task Name	Start	Finish	Duration	Predecessors	Successors	Free Slack
1	100	Project Management	Mon 7/15/13	Mon 3/30/16	751 days			470 days
2		Project Approval and Environmental Document (PA&ED) Phase	Mon 7/15/13	Fri 2/27/15	425 days			0 days
3	160	Perform Preliminary Engineering Studies and Draft Project Report	Mon 7/15/13	Fri 8/13/14	240 days			0 days
4								
5	160.10	Engineering Studies	Mon 7/15/13	Fri 5/16/14	220 days			0 days
6	160.10.05	Update Project Description/Purpose and Need	Mon 7/15/13	Fri 9/20/13	50 days			60 days
11	160.10.06	Logical Termini/Independent Utility Memorandum	Mon 11/4/13	Fri 2/7/14	70 days			20 days
15	160.10.10	Traffic Study	Mon 7/15/13	Fri 11/29/13	100 days			0 days
27	160.10.15	Update Geometric Plans for Project Alternatives	Mon 10/7/13	Fri 11/1/13	20 days	21,22,179,38,200,325,326,324		0 days
28		Prepare Plans for Project Alternatives	Mon 11/4/13	Fri 11/15/13	10 days	27,223,114,115,48,240,241		0 days
29	160.10.25	Storm Water Data Report (SWDR)	Mon 11/4/13	Fri 2/28/14	85 days			80 days
37	160.10.40	Right of Way Data Sheets	Mon 1/13/14	Fri 5/16/14	90 days			35 days
48	160.10.45	Utility Locations Determined for Preliminary Engineering	Mon 11/18/13	Fri 1/10/14	40 days			35 days
53	160.10.75	Preliminary Materials Report	Mon 11/4/13	Fri 2/21/14	80 days			75 days
61	160.10.80	Updated Geotechnical Information	Mon 11/4/13	Fri 2/21/14	80 days			65 days
62		Preliminary Geotechnical Design Report	Mon 11/4/13	Fri 3/21/14	80 days			95 days
70		Structures Preliminary Geotechnical Design Report	Mon 11/4/13	Fri 1/24/14	60 days			25 days
75	160.10.85	Structures Advanced Planning Study	Mon 11/18/13	Fri 3/7/14	80 days			35 days
83	160.10.95	Update Preliminary TMP	Mon 11/4/13	Fri 12/13/13	30 days	27,23	94	80 days
84	160.10.100	Life Cycle Cost Analysis for Pavement	Mon 12/2/13	Fri 3/21/14	80 days			75 days
92								
93	160.15	Draft Project Report	Mon 11/4/13	Fri 8/13/14	160 days			35 days
94	160.15.05	Update Cost Estimates for Alternatives	Mon 4/7/14	Fri 5/2/14	20 days	27,33,88,78,83,41	123	10 days
95	160.15.10	Fact Sheet for Exceptions to Design Standards (Approved)	Mon 11/4/13	Fri 2/21/14	80 days			95 days
96		Advisory Design Exceptions	Mon 11/4/13	Fri 3/21/14	80 days			95 days
104		Mandatory Design Exceptions	Mon 11/4/13	Fri 2/21/14	80 days			95 days
112	160.15.20	Draft Project Report	Mon 11/4/13	Fri 4/11/14	115 days			60 days
122	160.15.25	Draft Project Report Circulation Review & Approval	Mon 5/19/14	Fri 6/13/14	20 days			35 days
126								
127	165	Perform Environmental Studies and Prepare Draft Environmental Document	Mon 11/4/13	Fri 6/1/14	125 days			0 days
128	165.10	General Environmental Studies	Mon 11/4/13	Fri 5/16/14	140 days			0 days
129	165.10.20	Visual Impact Assessment (VIA)	Mon 12/30/13	Fri 4/18/14	80 days			55 days
131	165.10.25	Noise Study	Mon 11/4/13	Fri 3/21/14	100 days			0 days
132	165.10.26	Noise Abatement Decision Report	Mon 12/30/13	Fri 5/16/14	100 days			45 days
160	165.10.30	Air Quality Study	Mon 11/4/13	Fri 3/7/14	80 days			10 days
170	165.10.60	Location Hydraulic & Floodplain Study Reports	Mon 11/4/13	Fri 2/21/14	80 days			20 days
176	165.10.80	Hazardous Waste ISA	Mon 11/4/13	Wed 2/19/14	78 days			22 days
178	165.15	Biological Studies	Mon 11/4/13	Fri 3/21/14	80 days			20 days
181	165.15.20	Natural Environment Study (NES) Report	Mon 11/4/13	Fri 3/21/14	80 days			20 days
195								
196	165.20	Cultural Resource Studies	Mon 11/4/13	Fri 5/16/14	140 days			25 days
197	165.20.15	Phase 2 Archaeological Studies	Mon 11/4/13	Fri 5/16/14	140 days			25 days
198	165.20.25	Cultural Resource Compliance Consultation Documents	Mon 11/4/13	Fri 5/16/14	140 days			25 days
199	165.20.25.05	Area of Potential Effects/Study Area Maps	Mon 11/4/13	Fri 3/21/14	80 days			25 days
207	165.20.25.15	Historical Property Surveys Report	Mon 11/18/13	Fri 5/16/14	130 days			25 days
217								
218	165.25	Draft Environmental Document	Mon 12/30/13	Fri 6/1/14	155 days			0 days
219	165.25.05	Draft Environmental Document Analysis	Mon 12/30/13	Fri 6/20/14	125 days			0 days

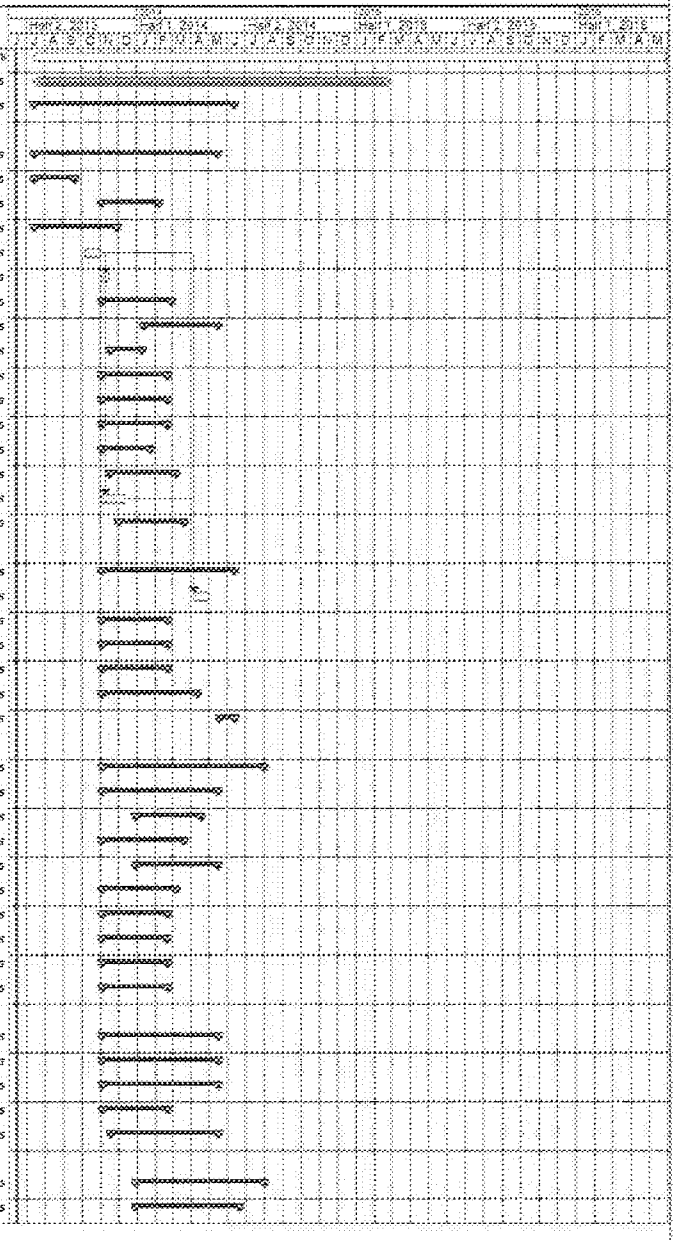

Project: SR-60 at Theodore St IC
Date: Thu 6/13/13

Task | Progress | Milestone | Summary | Rolled Up Task | Rolled Up Milestone | Rolled Up Progress | Split | External Tasks | Project Summary | Group By Summary | Caltrans Activity | Caltrans Progress Task | FHWA Activity | FHWA Progress | Native American Activity | Native American Progress | SHPO Activity | SHPO Progress | FWS Activity | FWS Progress | City Activity | City Progress

Page 1

EXHIBIT "E"

MV00209796

City of Moreno Valley

SR-60 at Theodore Street Interchange
PA/ED & PS&E

Exhibit "E"
RBF Consulting

ID	ICT WBS	Task Name	Start	Finish	Duration	Predecessors	Successors	Free Slack
228	155.25.20	Environmental Quality Control & Other Reviews	Mon 6/23/14	Fri 8/1/14	30 days			0 days
233								
234	175	Circulate Draft Environmental Document and Select Preferred Project Alternat	Mon 12/30/13	Fri 9/26/14	195 days			10 days
235	175.05	Draft Environmental Document (DED) Circulation	Mon 12/30/13	Sun 8/31/14	175 days			0 days
236	175.05.05	Master Distribution and Invitation Lists	Mon 12/30/13	Fri 6/20/14	125 days			20 days
244	175.05.10	Notices Regarding Public Hearing & Availability of DED	Mon 5/5/14	Fri 8/1/14	65 days			0 days
252	175.05.15	Draft IS/EA Publication and Circulation	Fri 8/1/14	Sun 8/31/14	30 edays	250,251 IS+10 days,265,276,292		0.63 edays
253	175.10	Public Meeting	Mon 9/15/14	Mon 9/15/14	1 day	252SS+10 days	255,265,276,292	9 days
254	175.15	Public Comment Responses and Correspondence	Mon 9/1/14	Fri 9/26/14	20 days			10 days
259								
260	175.20	Preferred Project Alternative	Fri 9/26/14	Fri 9/26/14	0 days	258	268,293,294	0 days
261								
262	180	Prepare and Approve Project Report and Final Environmental Document	Fri 2/27/14	Fri 2/27/15	265 days			135 days
263	180.05	Final Project Report	Mon 9/1/14	Fri 2/27/15	130 days			0 days
275								
276	180.10	Final Environmental Document (FED)	Fri 2/27/14	Fri 2/13/15	255 days			135 days
305								
306	180.15	Completed Environmental Document	Mon 11/17/14	Fri 1/30/15	55 days			816 days
318								
319								
320								
321		PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)	Mon 11/4/13	Mon 5/16/16	661 days			30 days
322	125	Prepare Base Maps and Plan Sheets	Mon 11/4/13	Fri 12/5/14	285 days			20 days
323	185.10	Surveys and Photogrammetric Mapping for Design	Mon 11/4/13	Fri 5/30/14	150 days			20 days
344								
345	185.15	Preliminary Design	Mon 1/27/14	Fri 12/5/14	225 days			30 days
346		Geometric Approval Drawings	Mon 1/27/14	Fri 7/11/14	120 days			30 days
359		Supplemental Fact Sheet for Exceptions to Design Standards	Mon 7/14/14	Fri 12/5/14	105 days			220 days
369								
370	185.20	Engineering Reports	Mon 5/19/14	Fri 8/8/14	60 days			100 days
379								
380	185.25	Right of Way Requirements Determination	Mon 5/19/14	Fri 9/19/14	90 days			55 days
381		Prepare Right of Way Requirements Map	Mon 5/19/14	Fri 9/19/14	90 days			55 days
391								
392	200	Coordinate Utilities	Mon 9/1/14	Fri 12/25/15	345 days			60 days
393	200.05	Preliminary Utility Verification	Mon 9/1/14	Fri 11/7/14	90 days			60 days
396	200.10	Utility Locations (Potholing) Determination and Prepare Conflict Maps	Mon 10/27/14	Fri 3/20/15	105 days			60 days
399	200.15	Approved Utility Relocation Plan	Mon 3/23/15	Fri 7/10/15	80 days			60 days
422	200.20	Utility Relocation Package	Mon 5/18/15	Fri 12/25/15	160 days			0 days
423		Prepare Relocation Notices	Mon 5/18/15	Fri 12/25/15	160 days			0 days
432		Prepare Utility Agreements	Mon 5/18/15	Fri 9/21/15	70 days			90 days
440								
441	205	Obtain Permits, Agreements, And Route Adoptions	Mon 1/12/15	Fri 6/26/15	120 days			105 days
442	205.30	Prepare and Execute Maintenance Agreement	Mon 1/12/15	Fri 6/26/15	120 days			105 days
451	205.35	Prepare and Execute Cooperative Agreement for Construction	Mon 1/12/15	Fri 6/26/15	120 days			105 days
460	210	Prepare Preliminary Structures Design Data	Mon 5/19/14	Fri 10/31/14	120 days			50 days
461	210.05	Preliminary Structures Design Data	Mon 5/19/14	Fri 10/31/14	120 days			50 days
469								
470	220	Perform Right of Way Engineering	Mon 7/28/14	Fri 12/5/14	85 days			855 days

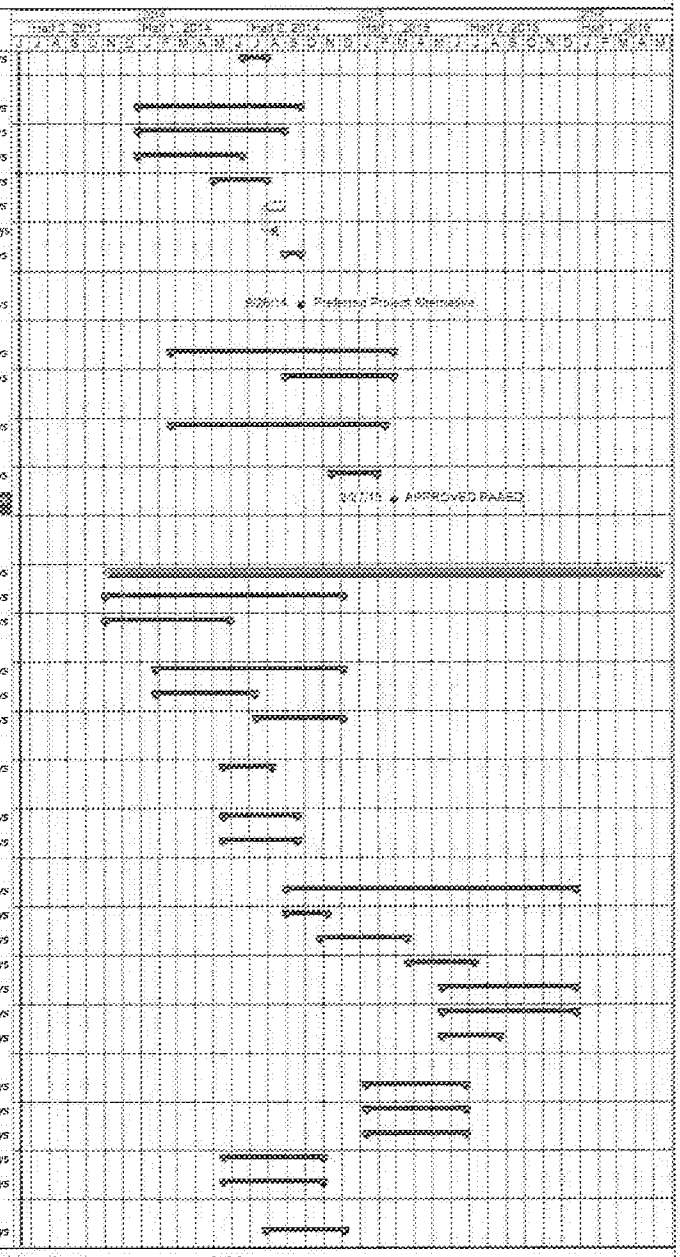

Project: SR-60 at Theodore St IC
Date: Thu 8/15/13

Task		Rolled Up Task		External Tasks		Caltrans ProgressTask		Notice Relocation Progress		FWS Progress	
Progress		Rolled Up Milestone		Project Summary		FHWA Activity		SHPO Activity		City Activity	
Milestone		Rolled Up Progress		Group By Summary		FHWA Progress		SHPO Progress		City Progress	
Summary		Split		Caltrans Activity		Notice Relocation Activity		FWS Activity			

MV00209797

City of Moreno Valley

SR-60 at Theodore Street Interchange
PA/ED & PS&E

Exhibit "E"
RBF Consulting

ID	CT WBS	Task Name	Start	Finish	Duration	Predecessors	Successors	Free Slack
471	220.15	Appraisal / Right of Way Maps	Mon 7/28/14	Fri 12/5/14	95 days			558 days
481	220.20	Acquisition Document	Mon 7/28/14	Fri 12/5/14	95 days			558 days
491	225	Obtain Right of Way Interests For Project Right of Way Certification	Mon 9/22/14	Fri 11/6/15	295 days			0 days
495								
496	230	Prepare Draft 60% PS&E	Mon 5/12/14	Fri 11/28/14	120 days			20 days
497	230.05	Draft Roadway Plans	Mon 5/12/14	Fri 10/3/14	80 days			20 days
513	230.10	Draft Highway Planting Plans	Mon 9/8/14	Fri 10/10/14	25 days			40 days
520	230.15	Draft Traffic Plans	Mon 7/14/14	Fri 10/3/14	60 days			45 days
524	230.20	Prepare Traffic Management Plan	Mon 9/8/14	Fri 11/7/14	45 days	510	551,527,528	0 days
525	230.25	Draft Utility Plans	Mon 7/14/14	Fri 7/25/14	10 days	501	551,527,528	75 days
526	230.30	Preliminary Drainage Plans	Mon 5/26/14	Fri 10/3/14	20 days	505	551,527,528	25 days
527	230.35	Draft Specifications	Mon 11/10/14	Fri 11/28/14	15 days	18,519,521,522,523,524,525	551	0 days
528	230.40	Draft PS&E Quantities and Estimates	Mon 11/10/14	Fri 11/28/14	15 days	18,519,521,522,523,524,525	551	0 days
529								
530	240	Prepare Draft Structures PS&E	Mon 10/6/14	Fri 3/20/15	100 days			30 days
539	245	Prepare Final Structures PS&E	Mon 3/23/15	Fri 10/9/15	115 days			50 days
548								
549	255	Circulate, Review, And Prepare Final District PS&E Package	Mon 12/1/14	Fri 12/25/15	280 days			0 days
550	255.05	Circulate & Review Draft District PS&E Package	Mon 12/1/14	Fri 3/13/15	75 days			20 days
560	255.10	Update PS&E Package	Mon 3/23/15	Fri 8/14/15	125 days			20 days
575	255.20	Prepare Final District PS&E Package	Mon 8/17/15	Fri 11/27/15	75 days			20 days
587								
588								
589	255.35	Construction Staking Package and Control	Mon 8/17/15	Fri 11/27/15	75 days			20 days
595	255.40	Resident Engineer's Pending File	Mon 8/17/15	Fri 11/27/15	75 days			20 days
601	255.65	Right of Way Certification Documentation	Mon 11/9/15	Fri 12/25/15	35 days			0 days
607	260.70	Environmental Certification at RTI.	Mon 7/6/15	Fri 9/11/15	50 days			75 days
614								
615	265	Contract Bid Documents "Ready to List"	Fri 9/25/15	Fri 11/27/15	45 days			20 days
621								
622								
623	365	Awarded and Approved Construction Contract	Mon 12/28/15	Mon 5/16/16	101 days			0 days
630								
631	270	Construction	Tue 5/17/16	Mon 5/19/18	24 mons	628		0 mons

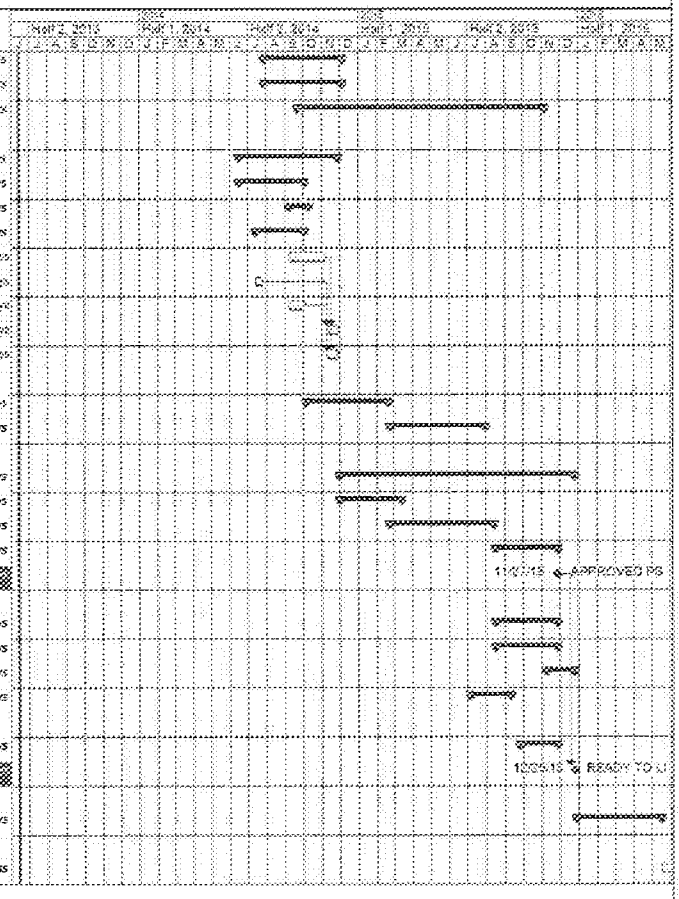

Project: SR-60 at Theodore St IC
Date: Thu 6/13/13

Task		Rolled Up Task		External Tasks		Caltrans Progress Task		Native American Progress		FWS Progress	
Progress		Rolled Up Milestone		Project Summary		FHWA Activity		SHPO Activity		City Activity	
Milestone		Rolled Up Progress		Group By Summary		FHWA Progress		SHPO Progress		City Progress	
Summary		Split		Caltrans Activity		Native American Activity		FWS Activity			

MV00209798

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E. Public Works Director/City Engineer

AGENDA DATE: July 9, 2013

TITLE: AUTHORIZATION OF GRANT APPLICATION SUBMITTALS FOR CYCLE 6 OF THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

RECOMMENDED ACTION

Recommendation:

1. Authorize the submittal of grant applications for Cycle 6 of the Highway Safety Improvement Program (HSIP).

BACKGROUND

On April 29, 2013, Caltrans published the Call for Projects for the sixth cycle of the HSIP. Approximately $150 million will be allocated under this program. The grant applications are due Friday, July 26, 2013.

DISCUSSION

HSIP eligible projects must enhance roadway safety and be consistent with California's Strategic Highway Safety Plan (SHSP). Projects will be prioritized in descending order, statewide, using a benefit/cost (B/C) ratio comparison.

Staff recommends submittal of the following project applications in response to the call for projects:

1. *Improvements at Alessandro Boulevard/Chagall Court and Alessandro Boulevard/Graham Street.* This project would provide safety improvements at two intersections located within a quarter-mile of each other. At Alessandro Boulevard and Chagall Court, the raised median would be modified to preclude left turns. At Alessandro Boulevard and Graham Street, the traffic signal would be modified to eliminate median-mounted traffic signal indications, eliminate the eastbound free right-turn lane, and provide dilemma zone detection to reduce rear-end collisions.
2. *Cross gutter removal and traffic signal improvements at Perris Boulevard and Cactus Avenue.* This project would remove the cross gutters at Perris Boulevard and Cactus Avenue, and provide advanced dilemma-zone protection for the intersection to reduce rear-end collisions.
3. *Citywide pedestrian countdown indications, pushbuttons, and Safe Routes to School program.* This project would fund the procurement and installation of pedestrian countdown indications for all signalized intersections not already so equipped, would furnish ADA-compatible pushbuttons with the proper placards to match the countdown indications, and would fund a program to encourage walking to school for a two-year period.

City staff requests authorization of the proposed applications pursuant to the City's grant policy.

ALTERNATIVES

1. Authorize the submittal of grant applications for the Highway Safety Improvement Program (HSIP) as shown. *This alternative will provide for potential federal funding of the proposed improvements.*

2. Do not authorize the submittal of grant applications for the Highway Safety Improvement Program (HSIP). *This alternative will not provide for the funding opportunity for the proposed improvements.*

FISCAL IMPACT

Caltrans is soliciting applications for the sixth cycle of HSIP. The maximum federal reimbursement ratio for any HSIP project is 90% with a maximum reimbursement of $1.5 million per project.

The total estimated cost for the proposed HSIP projects is $2,130,000. The applications, if successful, would require match funding in the amount of $213,000. The City could receive a maximum of $1,917,000 in reimbursement for approved projects under the

HSIP. Dedicated funding sources, including Measure A, DIF Arterials, or Gas Tax, would be used for the local match. There would be no impact to the General Fund.

Improvements at Alessandro Boulevard/Chagall Street and Alessandro Boulevard/Graham Street:

ESTIMATED PROJECT REVENUE

HSIP Cycle 6 Application	$618,300
City Participation*	$68,700
Total Project Budget	**$687,000**

*—City Funding Source would be Measure A, DIF Arterials, or Gas Tax

ESTIMATED PROJECT COSTS

Design	$104,000
Construction & Construction Administration	$583,000
Estimated Total Project Cost	**$687,000**

Cross Gutter Removals and Traffic Signal Improvements at Perris Boulevard and Cactus Avenue:

ESTIMATED PROJECT REVENUE

HSIP Cycle 6 Application	$740,700
City Participation*	$82,300
Total Project Budget	**$823,000**

*—City Funding Source would be Measure A, DIF Arterials, or Gas Tax

ESTIMATED PROJECT COSTS

Design	$86,000
Construction & Construction Administration	$737,000
Estimated Total Project Cost	**$823,000**

Citywide Pedestrian Countdown Indications, Pushbuttons, and Safe Routes to School Program

ESTIMATED PROJECT REVENUE

HSIP Cycle 6 Application	$558,000
City Participation*	$62,000
Total Project Budget	**$620,000**

*—City Funding Source would be Measure A, DIF Arterials, or Gas Tax

ESTIMATED PROJECT COSTS

Preparation of Bid Documents for Countdown Indications	$30,000
Construction & Construction Administration	$215,000
Safe Routes to School Program	$375,000
Estimated Total Project Cost	**$620,000**

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION
Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential city services, regardless of economic climate.

PUBLIC SAFETY
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

Caltrans has announced a call for the Highway Safety Improvement Program. Staff is requesting authorization to submit the recommended projects as part of Public Works' aggressive pursuit of outside funding to improve the safety and efficiency of Moreno Valley's transportation system.

ATTACHMENTS/EXHIBITS

Attachment 1 - Grant Cost/Benefit Worksheet

Prepared By:
John Kerenyi, P.E.
Senior Engineer

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Eric Lewis, P.E., T.E.
City Traffic Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

GRANT COST/BENEFIT WORKSHEET

Attachment 1

Expenditure Category	Grant Budget	Grant Budget by Fiscal Year	Percent of Grant	Local Match Budget	Local Match by Fiscal Year	Percent of Local Match	Revenue Source Local Match (Description & Account Code)	Total Cost (Grant plus Local Match)	Total Cost by Fiscal Year
Personnel/Title									
		FY			FY				FY
		FY			FY				FY
		FY			FY				FY
		FY			FY				FY
		FY			FY				FY
Subtotal									
Equipment/Technology									
		FY			FY				FY
		FY			FY				FY
		FY			FY				FY
		FY			FY				FY
		FY			FY				FY
Subtotal									
Design/Engineering									
Alessandro/Chagall and Alessandro/Graham	93,600	FY2014/2015	90.00%	10,400	FY2014/2015	10.00%	Measure A/DIF Arterials/Gas Tax	104,000	FY2014/2015
Perris/Cactus	77,400	FY2014/2015	90.00%	8,600	FY2014/2015	10.00%	Measure A/DIF Arterials/Gas Tax	86,000	FY2014/2015
Citywide Countdown/ped pushbuttons/Safe Routes	27,000	FY2014/2015	90.00%	3,000	FY2014/2015	10.00%	Measure A/DIF Arterials/Gas Tax	30,000	FY2014/2015
		FY			FY				FY
		FY			FY				FY
Subtotal									
Construction									
Alessandro/Chagall and Alessandro/Graham	524,700	FY2015/2016	90.00%	58,300	FY2015/2016	10.00%	Measure A/DIF Arterials/Gas Tax	583,000	FY2015/2016
Perris/Cactus	663,300	FY2015/2016	90.00%	73,700	FY2015/2016	10.00%	Measure A/DIF Arterials/Gas Tax	737,000	FY2015/2016
Citywide Countdown/ped pushbuttons/Safe Routes	193,500	FY2015/2016	90.00%	21,500	FY2015/2016	10.00%	Measure A/DIF Arterials/Gas Tax	215,000	FY2015/2016
		FY			FY				FY
		FY			FY				FY
Subtotal									
Other									
Safe Routes To School Program for Application 3 (yr 1)	168,750	FY2014/2015	90.00%	18,750	FY2014/2015	10.00%	Measure A/DIF Arterials/Gas Tax	187,500	FY2014/2015
Safe Routes To School Program for Application 3 (yr 2)	168,750	FY2015/2016	90.00%	18,750	FY2015/2016	10.00%	Measure A/DIF Arterials/Gas Tax	187,500	FY2015/2016
		FY			FY				FY
		FY			FY				FY
		FY			FY				FY
Subtotal									
Grand Total									
Alessandro/Chagall and Alessandro/Graham	93,600	FY2014/2015	90.00%	10,400	FY2014/2015	10.00%	Measure A/DIF Arterials/Gas Tax	104,000	FY2014/2015
Alessandro/Chagall and Alessandro/Graham	524,700	FY2015/2016	90.00%	58,300	FY2015/2016	10.00%	Measure A/DIF Arterials/Gas Tax	583,000	FY2015/2016
Perris/Cactus	77,400	FY2014/2015	90.00%	8,600	FY2014/2015	10.00%	Measure A/DIF Arterials/Gas Tax	86,000	FY2014/2015
Perris/Cactus	663,300	FY2015/2016	90.00%	73,700	FY2015/2016	10.00%	Measure A/DIF Arterials/Gas Tax	737,000	FY2015/2016
Citywide Countdown/ped pushbuttons/Safe Routes	195,750	FY2014/2015	90.00%	21,750	FY2014/2015	10.00%	Measure A/DIF Arterials/Gas Tax	217,500	FY2014/2015
Citywide Countdown/ped pushbuttons/Safe Routes	362,250	FY2015/2016	90.00%	40,250	FY2015/2016	10.00%	Measure A/DIF Arterials/Gas Tax	402,500	FY2015/2016
Total	1,917,000			213,000				2,130,000	

MV00209804

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMG
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: July 9, 2013

TITLE: AUTHORIZATION OF ANNUAL TECHNOLOGY SOFTWARE AND HARDWARE MAINTENANCE PAYMENTS AND WAIVING FORMAL BIDDING AND INSURANCE REQUIREMENTS FOR THESE PAYMENTS

RECOMMENDED ACTION

Recommendations:

1. Waive the formal bidding requirements for technology annual maintenance payments.

2. Waive the insurance requirements for technology annual maintenance payments.

3. Authorize the City Manager to make technology annual maintenance payments to various vendors for an aggregate amount not-to-exceed $850,069 during Fiscal Year 2013-14 according to the schedule (Attachment 1).

BACKGROUND

Consistent with the City's ongoing efforts towards fiscal transparency and accountability, a schedule of technology related annual maintenance payments is presented for the City Council's approval. The City's Purchasing Policy (3.18, Section II) specifies the dollar limit over which purchases must be approved by the City Council. The initial technology purchases which require annual maintenance payments each received City Council approval if the purchase amount exceeded the amount specified in the purchasing policy. The annual maintenance payments, which are approved with the initial purchase, may continue beyond the original contract term if the technology continues to be used in the City. This authorization makes all such payments explicit

and transparent. The "right to use" most technology is contractually tied to the annual maintenance payments.

DISCUSSION

The City's Purchasing Ordinance allows for exceptions to the normal bidding process for materials, supplies, equipment, and services. Sections 3.12.080 and 3.12.250-270 recognize that the City's best interests are served by waiving formal bidding requirements under certain circumstances. The annual maintenance for Technology Services (TS) software, hardware, and off-site maintenance services fall into this category.

There are two reasons why TS annual maintenance payments are incongruent to bidding. Annual maintenance payments are negotiated or purchased as part of the initial equipment or service purchase, per the City's Purchasing Ordinance, but they are budgeted and paid each year. The City does not fund multi-year maintenance payments in advance when the equipment or service does not have a foreseeable termination date. It is not in the City's best interests to attempt to bid such payments annually.

Additionally, many vendors are the sole providers of the support for their products (e.g. software, hardware, and professional services). Many of these sole source providers do not sell directly to customers; they have outsourced all sales functions to Distributors. Thus, technology software, equipment, and maintenance services may appear to have multiple sources but that is an artifact of the manufacturer having outsourced its sales functions. Therefore, the vendors listed in the attached schedule (Attachment 1) should be declared sole source providers per Section 3.12.080 of the City's Purchasing Ordinance.

Waiving the normal insurance requirements for these payments is also requested for two reasons. The first reason is that applicable insurance requirements have already been met for the initial purchase of the software, equipment, and maintenance. Re-occurring payments should not trigger additional insurance requirements; although any insurance requirements necessary for the initial purchase will be kept current. In addition, annual maintenance payments are a continuation of existing software or equipment use, or maintenance services that do not involve vendors coming on-site. Furthermore, none of the vendors listed below stores assets or information for the City so there is no risk of them losing or damaging City assets. Thus the City's usual insurance requirements are not applicable to these payments.

ALTERNATIVES

1. Waive the formal bidding requirements for technology annual maintenance payments.

2. Waive the insurance requirements for technology annual maintenance payments.

3. Authorize the City Manager to make technology annual maintenance payments to various vendors for an aggregate amount not-to-exceed $850,069 during Fiscal Year 2013-14 according to the attached schedule (Attachment 1).

4. Do not waive the formal bidding and insurance requirements nor authorize the technology annual maintenance payments. ***This action would cause the City to cease using its communications, radio, and computer technology.***

5. Provide staff with further direction.

Staff recommends Alternative Nos. 1, 2 and 3.

FISCAL IMPACT

Funding for all technology annual maintenance payments is available in the Technology Services operating budget accounts (7210-30-39-25410-625010, 7210-30-39-25411-625010,7210-30-39-25412-625010, 7210-30-39-25412-625099, 7210-30-39-25413-625010, 1010-60-65-40010-620930, and 1010-60-65-40010-625010) due to the City Council's approval of the FY 2013-14 budget.

SUMMARY

The right to continue to use technology is typically tied to the continuation of annual maintenance payments for that technology. While all technology purchases requiring City Council approval include annual maintenance costs, these costs may continue beyond the initial purchase contract term if the City continues to use the software. Therefore, the requested authorizations make such payments transparent to the City Council. Due to the unique requirements of technology annual maintenance payments, the requested authorizations also seek the City Council to waive the formal bidding and insurance requirements associated with these technology payments.

ATTACHMENTS

Attachment 1: Schedule of Technology Annual Maintenance Payments

Prepared By:
Steve Hargis
Technology Services Division Manager

Department Head Approval by:
Richard Teichert
Chief Financial Officer

Concurred By:
Suzanne Bryant
City Attorney

Concurred By:
Rix Skonberg
Purchasing Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Schedule of Technology Annual Maintenance Payments

VENDOR NAME	DESCRIPTION	APPROX. COST THIS FISCAL YEAR
A. M. Best Company, Inc.	Insurance Rating software for Risk Management	$533
Accela	Permitting software	$95,595
Active Network	Parks software & Cashiering software	$17,382
Advantage Business Equip.	Check Signer for Finance	$723
Airtight Networks	Wireless Security monitoring	$2,005
Alpha Corp. SIRE	Imaging software	$25,493
American Towers	Box Springs Communications Site (10/1/12 - 9/30/13)	$35,000
APWA Paver	PW Street Paving software	$605
AutoTurn MAP	Transoft Solutions	$800
Avrio RMS	Maintenance and support services.	$98,000
Barracuda	Senior Center Web filter	$1,100
Centurion	PC lockdown software for Library	$300
Cisco	24x7 Maintenance all Cisco Equip	$14,900
Commvault City Hall	Backup software for the City, Library, and PD	$10,990
CompuCom - Adobe Acrobat	Presentation & reporting software, Acrobat, Photoshop, Contribute, Premier Pro	$2,750
CompuCom - MS	MS Enterprise Agreement	$118,000
ComSearch	Microwave Frequency Protection	$792
Data Ticket	Parking Ticket software/service	$1,200
Digital Telecom Corp	AVST Voicemail system	$12,000
DLT Solutions	AutoCAD	$15,128
DNSStuff	DNS tools website	$200
Eagle Aerial Map Co.	GIS imagery and data files	$6,000
ESET	Workstation antivirus	$5,395
ESI Acquisition, Inc.	WebEOC - EOC Situation software & mapping	$9,400
ESRI	GIS software	$44,373
Global Software	Spreadsheet Server/Executive Dash	$6,756

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Gruber	Six (18, 12.5, 10KVA) UPS systems	$5,474
HDL Coren & Cone	Property Tax software	$19,305
HDL Software, LLC	Business Licensing and False Fire Alarm software	$13,492
HLP, Inc. (Chameleon)	Animal Control software	$18,464
Hostway	External website hosting	$572
HP SAN Support	Citywide file storage	$18,000
iBoss Web filter	Wireless web filter	$4,000
Idera	SQL Admin Toolset	$60
Iron Mountain	Offsite tape storage	$14,400
Jam Fire Protection	EOC Equipment Room	$1,750
Kiwi Syslog Daemon	Syslog Software for Cisco equipment	$100
Latitude Geographic	GIS hosting + GeoCortex	$1,350
LexisNexis	Time Matters software for City Attorney	$1,790
Mitchell1	City Yard Fleet Maintenance	$1,400
MPulse	Facilities Online Request System	$4,500
Nessus Professional Feed	Nessus security scanning software subscription	$1,200
New World Systems	Logos Support	$127,160
Nexus IS	PBX (Telephone System) and Power Supply Maintenance	$15,000
ONSSI	Video Surveillance at EOC	$4,500
Qualys	External security audit provider	$2,140
Quantum	Tape Library City Hall and PD	$3,210
Retina	Vulnerability assessment	$3,600
Riverside County GIS Data Agreement	Subscription to City Centerline and Parcel Digital Landbase	$3,000
Riverside County RCIT	800-MHz Radio lease	$3,000
Riverside County VPN	VPN access for Code Enforcement	$540
San Bernardino & RS County Fire Equipment	Bi-annual FM-200 Testing in City Hall and MVTV-3 control rooms	$1,400
Shavlik	PC patch updates	$3,760
SolarWinds	Orion & Engineer Edition network monitoring and tools	$1,490
Sonicwall Aventail	VPN for remote access	$1,200
St Bernard	iPrism Web filter at Library	$3,229

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TeleMate.Net	Call Accounting Software support	$1,500
Thawte	Server Cert for OWA	$349
TracSystems	Library public print/Internet access	$3,920
TW Telecomm	ISP	$18,600
VMware/Nth	VMware Support	$5,804
Web Helpdesk	HelpDesk	$1,791
Websense	Websense email filtering	$8,851
WildPackets (OmniPeek)	Network Analysis	$3,398
WinZip	File compression & encryption	$1,350

MV00209811

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Paula Smus, Library Services Division Manager

AGENDA DATE: July 9, 2013

TITLE: ACCEPTANCE OF DONATION IN THE AMOUNT OF $12,214 BY THE MORENO VALLEY FRIENDS OF THE LIBRARY FOR THE MORENO VALLEY PUBLIC LIBRARY

RECOMMENDED ACTION

Recommendations:

1. Accept a monetary donation from the Moreno Valley Friends of the Library in the amount of $12,214.

2. Authorize the increase of $12,214 to the Moreno Valley Library FY 2012-13 operating budget.

3. Renew the annual subscription to BookLetters, which supports the Library's page on the City web site.

BACKGROUND

The City's administrative policy on Donations (Fiscal Policy #3.5) requires that the City Council formally accept all donations whose estimated value exceeds $3,000.

DISCUSSION

On February 6, 2013, the executive board of the Moreno Valley Friends of the Library approved a donation in the amount of $12,214, to be used for the purchase of Moreno Valley Public Library's 2013 Summer Reading Program materials and incentives and

the annual subscription to BookLetters, which supports the Library's page on the City web site.

The Friends of the Library (FOL) adopted its bylaws on Jan 19, 1994. Its mission is to focus public attention on library services, facilities, and needs while working to encourage gifts of books, magazines, desirable collections, endowments and bequests to the organization. The FOL maintains an ongoing used book sale in the Moreno Valley Public Library and regularly donates proceeds to the library, for use in providing programming, supplies and equipment which the library budget might not be able to accommodate.

ALTERNATIVES

The following alternatives are available to the City Council:

1. Accept the monetary donation of $12,214 for the purchase of 2013 Summer Reading Program materials and incentives; authorize the increase of $12,214 to the Moreno Valley Library FY 2012-13 operating budget; and renew the annual subscription to BookLetters, which supports the Library's page on the City web site.

2. Reject the monetary donation of $12,214; do not authorize the increase of $12,214 to the Moreno Valley Library FY 2012-13 operating budget; do not renew the annual subscription to BookLetters, which supports the Library's page on the City website; and provide further direction to staff.

FISCAL IMPACT

Accepting the $12,214 monetary donation will allow the Library to purchase materials and incentives for the popular annual Summer Reading Program and to renew the annual subscription to BookLetters, which supports the Library's page on the City web site. The selected materials and services would be received in Fiscal Year 2012/2013. Accepting the $12,214 donation would enable the Moreno Valley Public Library to fulfill the purpose of the donation as expressed by the donor.

Description	GL Account	Type (Rev/Exp)	FY 12/13 Amended Budget	Proposed Adjustment	FY 12/13 Revised Budget
Marketing Svcs-PR/Promo	5010.18.56.18510.620620	Exp	$0	$8,650	$8,650
Dues and Subscriptions	5010.18.56.18510.625030	Exp	$12,650	$3,564	$16,214
Donations	5010.18.56.18510.580200	Rev	$2,000	$12,214	$14,214

The expenses for these materials and services will be offset by the additional revenue, so there would be no net budgetary impact.

SUMMARY

The Moreno Valley Friends of the Library have approved a donation to the Moreno Valley Public Library in the amount of $12,214. The express purpose of this donation is to purchase materials and incentives for the popular Summer Reading Program and to renew the annual subscription to BookLetters, which supports the Library's page on the City web site.

The City's administrative policy on Donations (Fiscal Policy #3.5) requires that the City Council formally accept all donations whose estimated value exceeds $3,000. Staff recommends that the City Council accept the $12,214 donation to the Moreno Valley Public Library so that staff may fulfill the purpose of the donation as expressed by the donor.

Prepared By:
Paula Smus
Library Services Division Manager

Department Head Approval:
Tom DeSantis
Assistant City Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: July 9, 2013

TITLE: AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH ALL-AMERICAN ASPHALT FOR SR-60/NASON STREET INTERCHANGE IMPROVEMENTS – PROJECT NO. 801 0012 70 77

RECOMMENDED ACTION

Recommendations:

1. Authorize a Change Order to increase the existing Purchase Order with All-American Asphalt, in the amount of $39,091 for the SR-60/Nason Street Interchange Improvements.

2. Authorize the City Manager to execute the Change Order to the Purchase Order for All-American Asphalt, in the form attached hereto.

3. Authorize the Public Works Director/City Engineer to execute any subsequent Contract Change Orders to the construction contract with All-American Asphalt up to, but not exceeding, the new increased Purchase Order amount, subject to approval of the City Attorney.

4. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements, punch-list items, and Caltrans acceptance is completed by the Contractor.

5. Authorize the Public Works Director/City Engineer to record the Notice of Completion and accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

BACKGROUND

On January 11, 2011, the City Council awarded the SR-60/Nason Interchange Improvements Project construction contract to All-American Asphalt, and authorized the issuance of Purchase Orders totaling $9,261,009 (the bid amount plus 20% contingency). The All-American contract included construction of interchange ramps, addition of auxiliary lanes on SR-60 at the eastbound on-ramp and the westbound off-ramp, installation of traffic signals at the intersections of Nason Street/westbound ramps/Elder Avenue and Nason Street/eastbound ramps, installation of ramp meter signals on the on-ramps, widening of Nason Street between the eastbound ramps and Fir Avenue, a new sidewalk on the west side of Nason Street, and utility adjustments.

This project lies within the State of California's (Caltrans) jurisdiction and, therefore, was subject to Caltrans procedures and approvals.

DISCUSSION

All-American Asphalt started the work in February 2011. The work was substantially completed in June 2012, with minor long-lead Caltrans electrical materials installed by December 2012. The work was completed within the approved Purchase Order amount. During the course of the work, All-American submitted a Notice of Potential Claim for a differing site condition resulting in out-of-sequence work to import material in the southwest quadrant of the interchange. Upon completion of the work and during project close-out phase, all parties met and ultimately resolved the potential claim, agreeing upon a cost settlement of $40,000 for the differing site condition. All-American has agreed to accept the amount as full compensation and settlement. Because the remaining Purchase Order amount is not sufficient to cover the full amount of the settlement, staff is requesting a $39,091 increase to the Purchase Order. Under federal funding guidelines, the project is eligible to seek additional reimbursement of contingency amounts spent; therefore staff will pursue additional federal funding to obtain reimbursement.

The Public Works Director/City Engineer is requested to accept the work as complete when all contract requirements, punch-list items, and Caltrans acceptance are completed by the Contractor. The City will accept maintenance of the City portions of the project in accordance with the existing City/Caltrans Freeway Maintenance Agreement.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will facilitate completion of the project in a timely manner.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the project closeout and incur more costs to the City.*

FISCAL IMPACT

The project is included in the Fiscal Year 2012/2013 Capital Improvement Program. Because no City match is required, 100% of the project cost is reimbursable from federal funds. There is no impact to the General Fund. The increase to the Purchase Order from $9,261,009 to $9,300,100 will cover the settlement amount.

AVAILABLE FUNDS - FY 2012/2013

Measure A Funds – SR-60/Nason Interchange Improvements (Account 2001-70-77-80001) (Project No. 801 0012 70 77-2001)	$ 286,000
Total	$ 286,000

CONSTRUCTION COSTS – FY 2012/2013

Requested increase in P.O. for All-American Asphalt	$ 39,000
Agency and Material Expenses	$ 247,000
Total Estimated Cost	$ 286,000

PROJECT SCHEDULE

Completed Construction	December 2012

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:
Develop a variety of city revenue sources and policies to create a stable revenue base and fiscal policies to support essential city services, regardless of economic climate.

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

All-American Asphalt completed work. During the course of the work, All-American submitted a Notice of Potential Claim. During project close-out, All-American has agreed to a settlement amount. Because the remaining Purchase Order amount is not sufficient to cover the settlement, staff is requesting an increase to the Purchase Order.

Prepared By:
Margery A. Lazarus
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Thomas M. DeSantis, Assistant City Manager

AGENDA DATE: July 9, 2013

TITLE: AGREEMENT FOR AUTOMATED LIBRARY SERVICES DURING FISCAL YEARS 2013/2014 THROUGH 2015/2016

RECOMMENDED ACTION

Recommendation:

1. Approve the Agreement for Automated Library Services between Riverside County Library System and the City of Moreno Valley, for the period July 1, 2013, through June 30, 2016.

BACKGROUND

City policy requires that the City Council approve all expenditures exceeding $100,000.

DISCUSSION

At the time the City assumed control of the Library on July 1, 1998, a contract for the provision of automated library services was entered into with the Riverside County Library System for the period of July 1, 1998 through June 30, 1999. At that time, it was more feasible to contract for this service than to purchase the central site hardware and software, workstations and printers, and accomplish the necessary data conversions. All automation services were provided from a central site in Riverside, just as they continue to be today. Ownership of all computer equipment housed at the Alessandro Boulevard location was transferred to the City of Moreno Valley.

During the past 15 years, library automation service provided by the County of Riverside has been satisfactory, and the contract has been consistently renewed. At this time, staff believes that it is still in the City's best interest to contract with Riverside County for library automation services, rather than providing our own automation.

ALTERNATIVES

The following alternatives are available to the City Council:

1. Approve the agreement for automated library services. **Recommended**

2. Reject the agreement and provide further direction to staff.

FISCAL IMPACT

The fiscal impact is $66,550 per year, for a total for three years of $199,650, which is currently in the budget.

CITY COUNCIL GOALS

Positive Environment: Continuance of this contract will allow for computerized library services to continue uninterrupted at the Library.

SUMMARY

Staff recommends that the City Council approve the Agreement for Automated Library Services between Riverside County Library System and the City of Moreno Valley.

ATTACHMENT

Attachment 1 - Agreement for Automated Library Services

Prepared By:
Paula Smus
Library Services Division Manager

Department Head Approval:
Thomas M. DeSantis
Assistant City Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

AGREEMENT FOR
AUTOMATED LIBRARY SERVICES
(Riverside County Library System and City of Moreno Valley)

This Agreement is made and entered into by and between the COUNTY OF RIVERSIDE ("COUNTY"), and the City of Moreno Valley ("CITY") with respect to the following facts:

A. CITY and COUNTY now wish to enter into an agreement whereby the COUNTY will provide automated library services to the CITY library system.

B. Under this Agreement, CITY will continue to be a customer of COUNTY for various automated library services including reports, maintaining and updating bibliographic, authority, holdings and patron records utilizing various software modules for common access to a shared database.

C. The contract administrator for the Riverside County Library System shall be the administrator on behalf of COUNTY for this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall be July 1, 2013 to June 30, 2016.

2. SCOPE OF WORK: The scope of work is generally described to include the following automated library services:

a. COUNTY will run all Integrated Library System reports required for system operation. Reporting requirements for the CITY shall be similar to those provided for COUNTY branches. COUNTY will allow CITY to create, modify and electronically submit Integrated Library System reports provided the processing time used to generate such reports does not interfere with system operation and response time.

b. COUNTY will allow the addition of new patron and bibliographic records and specified modification of existing records. The CITY's collection, patron, circulation and acquisition records shall be considered the property of the CITY.

c. COUNTY will maintain confidentiality of all patron files and circulation records regardless of the source of inquiry, except as otherwise provided by law. Employees of each party shall have access to such records as provided for the orderly operation of each library; however, such records shall not be made available to anyone else except pursuant to such process, order or subpoena, as may be authorized by law. Any problems or conditions relating to the privacy of

circulation and patron records shall be referred to the CITY and COUNTY library directors for resolution.

d. CITY will be provided with the same access to electronic databases and services as the COUNTY.

e. COUNTY or COUNTY CONTRACTOR shall provide base on-site network connectivity from the library to central automated system servers including Staff administrative and Web catalog and subscription database access. All other maintenance and troubleshooting responsibilities will be divided as agreed upon in Exhibit "A". Up-time will be maintained during all regularly scheduled hours the library is open.

f. Nothing in this Agreement shall be construed as restricting the right of the CITY to make local decisions and set local policies about the administration, management, implementation and control of its own library, library service, and library resources, and to operate according to the policies and rules established by its governing body.

g. COUNTY will appraise CITY of significant policy decisions which directly impact the scope of services provided under this Agreement.

h. COUNTY will act as the paying agent for any CITY collection agency charges incurred under the contract between COUNTY and the contracted collection agency, as set forth in Exhibit A.

All of the above work is more specifically set forth in Exhibit A, which is attached hereto and made a part hereof by this reference.

3. PAYMENT: Payment will be made semi annually and will be made within two weeks of receipt of the billing invoice.

a. The total amount payable to the County for Fiscal Years 2013- 2016 shall not exceed $66,550 per fiscal year.

4. STANDARD OF PERFORMANCE. Each party will perform its duties hereunder in a manner which is consistent with the standards of professional and technical excellence as practiced in library systems in Southern California. In addition, each party will comply with state laws regarding confidentiality with respect to registration and circulation information.

5. MUTUAL HOLD HARMLESS. The parties agree to hold each other, their elected officials, employees, contractors and agents mutually harmless from any and all claims, demands and liability, including attorney's fees, arising from each party's performance of this Agreement except to the extent that such liability is caused by the negligence of the other party.

6. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and all prior negotiations and dealings pertaining to the subject matter hereof shall be deemed merged herein.

7. AMENDMENT. This Agreement shall not be modified except by written consent of the parties.

8. ADMINISTRATION. The Assistant County Executive Officer/EDA, or designee, shall administer this Agreement on behalf of the COUNTY.

9. SEVERABILITY. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

10. TERMINATION. This Agreement may be terminated by either party upon the giving of thirty (30) days written notice to the other party. Upon the failure of either party to comply with a material term of this Agreement, the other party shall provide written notice of the material breach. If the material breach is not corrected or if the dispute is not resolved within 15 days of the receipt of the notice, written notice of immediate termination of this Agreement may be given. The period within which the material breach must be cured may be extended for good cause.

If the City withdraws from the Inland Library Network, it shall be responsible for all expenses relating to the extraction of its data from the Integrated Library System and the transference of that data to another system.

11. ASSIGNMENT. Neither this Agreement nor the duties or obligations under this Agreement shall be assigned by either party without prior written consent of the other party. This does not prohibit COUNTY however from performing its duties or obligations hereunder by way of subcontract.

12. NONDISCRIMINATION. Except as provided in Section 12940 of the California Government Code, during CITY's performance of the contract, CITY shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related hereto, marital status, sex or sexual orientation in the selection and retention of employees and subcontractors and the procurement of materials and equipment. Furthermore, CITY agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

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13. NOTICES. All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

CITY OF MORENO VALLEY
14177 Frederick Street
PO Box 88005
Moreno Valley, CA 92552-0805
Attn: Library Director

COUNTY OF RIVERSIDE
3403 Tenth Street, Suite 500
Riverside, CA 92501
Attn: Riverside County Library System

IN WITNESS WHEREOF, COUNTY and CITY have caused this Agreement to be duly executed on this _____ day of _____, 2013.

COUNTY OF RIVERSIDE

By_____
John J. Benoit, Chairman
Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By_____
Deputy

APPROVED AS TO FORM:
Neal Kipnis
County Counsel

By_____
Deputy County Counsel

CITY OF MORENO VALLEY

By_____
Michelle Dawson
City Manager

ATTEST:
Jane Halstead
City Clerk, City of Moreno Valley

By_____
Clerk

APPROVED AS TO FORM:
Suzanne Bryant
City Attorney

By_____
City Attorney

EXHIBIT "A"

AGREEMENT between

CITY OF MORENO VALLEY AND RIVERSIDE COUNTY

for the PROVISION OF AUTOMATED LIBRARY SERVICES

City of Moreno Valley and Riverside County agree to the following:

1. County will support City in the same manner as County agencies are supported.

Automation Services to provide the City:

(All incidents, Call-in, Web, Emergency, etc., will be recorded in the tracking system)

- Call-in HelpDesk support from 8 AM to 5 PM Mon-Fri
- Mechanism to report and track incidents 24/7 on a Web based HelpDesk portal
- Emergency support on-call 24/7
- Interface with common systems, communications and databases vendors such as Integrated Library System, AT&T, Verizon, Time Warner, Charter, Gale, etc. to resolve issues.
- Router/Switch required by the Network for interface with Automation Services servers
- Broadband network connection with Automation Services & the Internet
- Training as available from competent County staff

2. County will ensure that resources necessary to produce reports to meet City, County, and State reporting requirements.

Automation Services to provide the City:

Access and necessary training for selected City library staff to employ the Integrated Library Systems tools to produce ad hoc reports to meet ad hoc requirements. In addition to ad hoc reporting capability the following standard reports

Daily

Holds – Phone, Email and Paper notices to customers that items are ready to pick up

Send List – Pull list for library staff to pull items to send to other libraries for interlibrary loan

Fees Paid Report – Identifies and notifying collection agency what fees are paid

Weekly

Overdue – Phone, Email and Paper notices to customers that items are overdue

Bills – Phone, Email and Paper notices to customers re: fees and fines owed above threshold

Delinquency Report – Identifies and sends delinquent accounts to collections agency

Quarterly

CSLA Direct Loan Survey – 2 week sample of Direct Loan Transactions sent to State Library

Interlibrary Loan Claim Report – Interlibrary Loan participation claim sent to State Library

Annual

Annual Bibliostat Statistics Report – Annual statistical report sent to State Library

- Other reports as staff time and machine hours permit including specific reports as rise

3. County will allow the addition of new bibliographic records and modification of existing bibliographic records according to the standards mutually agreed upon in the Inland Library System Technical Advisory Group (ILS-TAG) to which the City will supply a member.

4. City will be provided the same access to electronic databases and services as the County. Currently these include the following all of which can be searched individually, as a full set or a selection set:

    Auralog

    BookLetters

    (Califa) One Click Audio Core Collection

    Gale Chilton's

    Gale Reference Center Gold

    Gale Health and Wellness Resource Center

    Gale Biography

    Gale Literature Resource Center

    OverDrive eBooks

Reference USA

Tuition Funding Sources

Brainfuse

Worldbook Online

5. Library Automation Software modules currently provided include:

Authority Control

Web Public Access Catalog

Z39.50 Version 3 Server

Circulation Control

Collection Agency Interface

Acquisitions and Fund Accounting

Staff Clients

Telephone Notification

Reporting Module

MARC Bib Import/Export Utility

3M Self-Check Interface

OCLC ILL Protocol Interface

Serial Checkin & Control

Academic Reserves

EDI Electronic Ordering

9XX Order Interface (Acquisitions)

6. COUNTY or CONTRACTOR will provide base on-site wide area network (WAN) network equipment maintenance. County will be responsible for maintaining and troubleshooting the telecommunications network from the library application servers in Automation Services to

the City buildings. Uptime will be maintained during all regularly schedule hours library is open.

7. Services and access privileges listed above will be included in the annual service charge. For additional services the City will pay the full cost. Such services may be, but are not limited to:
   - Training above the level done at County libraries
   - Additional software modules that are not used by the County as well as any documentation, training and installation that those modules may require
   - Additional hardware required for City, but not used by County and all fees associated with installation and upgrades

8. Collection Agency Services:

City agrees to pay to County upon presentation of a monthly invoice that percentage of the total collection agency billing which corresponds to the City's percentage of the total system circulation based on the annual circulation for the previous calendar year.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: July 9, 2013

TITLE: APPROVAL OF PAYMENT REGISTER FOR APRIL, 2013

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. 2013-63, Approving the Payment Register for the month of April, 2013 in the amount of $17,065,756.74. Resolution No. 2013-XX. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Payment Register for the Month of April, 2013.

DISCUSSION

To facilitate Council's review, the Payment Register lists in alphabetical order all checks in the amount of $25,000 or greater, followed by a listing in alphabetical order of all checks less than $25,000. The Payment Register also includes wire transfers, thus eliminating the need for a separate wire transfer register, as well as the fiscal year-to-date (FYTD) amount paid to each vendor.

FISCAL IMPACT

The disbursements itemized in the attached Payment Register are reflected in the FY 2012-13 budget. Therefore, there is no fiscal impact other than the expenditure of budgeted funds.

ATTACHMENTS

Attachment 1: Proposed Resolution
Attachment 2: Payment Register for Month of April, 2013

Prepared By:
Dena Heald
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Attachment 1

RESOLUTION NO. 2013-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE PAYMENT REGISTER FOR THE MONTH OF APRIL, 2013

WHEREAS, the Financial & Management Services Department has prepared and provided the Payment Register for the period April 1, 2013 through April 30, 2013, for review and approval by the City Council of the City of Moreno Valley; and

WHEREAS, it is in the best interest of the City that the referenced Payment Register be approved.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Payment Register for the period April 1, 2013 through April 30, 2013, in the total amount of $17,065,756.74 is approved.

APPROVED AND ADOPTED this 9th day of July, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00209832

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-63 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 9th day of July, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

CITY CLERK

MV00209833

Attachment 2

City of Moreno Valley
Payment Register
For Period 4/1/2013 through 4/30/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
AMERICAN ASPHALT SOUTH, INC	216943	04/29/2013	2013-23	CONSTRUCTION CONTRACT - SUNNYMEAD RANCH PKWY		$78,351.25
			2013-15 rev	CONSTRUCTION CONTRACT - SUNNYMEAD RANCH PKWY		
Remit to: FONTANA, CA					FYTD:	$78,351.25
AVRIO GROUP SURVEILLANCE SOLUTIONS, LLC	8879	04/01/2013	2013-1395	CITYWIDE CAMERA SURVEILLANCE PROJECT-PROJECT MILESTONE 2(B)		$225,000.00
Remit to: BUFFALO GROVE, IL					FYTD:	$720,000.00
BMW MOTORCYCLES OF RIVERSIDE	216948	04/29/2013	APRIL 12, 2013	NEW MOTORCYCLES (2)-VIN#S WB1044007DZW22069,WB1044003DZW22070		$55,039.48
Remit to: RIVERSIDE, CA					FYTD:	$55,039.48
C & C GRADING & PAVING, INC	9140	04/29/2013	1630-2	CONSTRUCTION CONTRACT - SIP/KENTLAND, WILSON, KENNY		$102,797.86
Remit to: TEMECULA, CA					FYTD:	$228,704.87
COUNTY OF RIVERSIDE SHERIFF	8914	04/08/2013	SH0000020837	CONTRACT LAW ENFORCEMENT BILLING #7 (12/13/12-1/9/13)		$2,541,551.68
Remit to: RIVERSIDE, CA					FYTD:	$29,664,061.64
COUNTY OF RIVERSIDE SHERIFF	9089	04/22/2013	SH0000021001	CONTRACT LAW ENFORCEMENT BILLING #8 (1/10/13-2/6/13)		$2,755,371.00
Remit to: RIVERSIDE, CA					FYTD:	$29,664,061.64
DDL TRAFFIC INC.	217075	04/29/2013	2617	PURCHASE SPEED CNTRL SIGNS-TRANSPORTATN		$27,815.68
Remit to: CHINO HILLS, CA					FYTD:	$54,450.12
EASTERN MUNICIPAL WATER DISTRICT	216871	04/22/2013	MAR-13 4/22/13	WATER CHARGES		$59,346.24
Remit to: PERRIS, CA					FYTD:	$1,251,298.98

MV00209834

City of Moreno Valley

Payment Register

For Period 4/1/2013 through 4/30/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
EASTERN MUNICIPAL WATER DISTRICT	216957	04/29/2013	APR-13 4/29/13	WATER CHARGES		$25,238.33
			MAR-13 4/29/13	WATER CHARGES		
Remit to: PERRIS, CA					FYTD:	$1,251,298.98
EMPLOYMENT DEVELOPMENT DEPARTMENT	9015	04/05/2013	2013-00000016	CA TAX - STATE TAX WITHHOLDING*		$32,148.41
Remit to: WEST SACRAMENTO, CA					FYTD:	$836,642.59
EMPLOYMENT DEVELOPMENT DEPARTMENT	9191	04/19/2013	2013-00000039	CA TAX - STATE TAX WITHHOLDING*		$31,790.61
Remit to: WEST SACRAMENTO, CA					FYTD:	$836,642.59
ENCO UTILITY SERVICES MORENO VALLEY LLC	8918	04/08/2013	40-286-02	WORK AUTHORIZATION 40-286/FEB13		$386,770.18
			40-256B-09	FEES FOR PROFESSIONAL SERVICES - CACTUS/NASON		
			40-254B-10	FEES FOR PROFESSIONAL SERVICES		
			40-256B-10	FEES FOR PROFESSIONAL SERVICES - CACTUS/NASON		
			0405-1-166R	DISTRIBUTION CHARGES 11/5-12/3/12		
			0402-MF-01442A	SOLAR METER INSTALLATIONS-13297 WEXFORD AVE		
			0402-MF-01441A	SOLAR METER INSTALLATIONS-13533 BAXTER CT		
			40-268B-03	WORK AUTHORIZATION 40-268B/FEB13		
			40-254B-09	FEES FOR PROFESSIONAL SERVICES - CACTUS/NASON		
			40-268B-02	WORK AUTHORIZATION 40-268B/JAN13		
			40-270B-04	WORK AUTHORIZATION 40-270B/JAN13		
			40-286-01	WORK AUTHORIZATION 40-286/JAN13		
			40-247B-04	WORK AUTHORIZATION 40-247B/JAN13		

MV00209835

City of Moreno Valley

Payment Register

For Period 4/1/2013 through 4/30/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
ENCO UTILITY SERVICES MORENO VALLEY LLC	8918	04/08/2013	0405-1-165R	DISTRIBUTION CHARGES 10/7-11/5/12	$386,770.18
			40-284-01	WORK AUTHORIZATION 40-284/FEB13	
			40-268A-06	WORK AUTHORIZATION 40-268A/FEB13	
			40-285-01	WORK AUTHORIZATION 40-285/FEB13	
Remit to: ANAHEIM, CA				FYTD:	$2,158,084.83
ENCO UTILITY SERVICES MORENO VALLEY LLC	9092	04/22/2013	40-257B-01	WORK AUTHORIZATION 40-257B	$186,331.99
			40-279-04	WORK AUTHORIZATION 40-279	
			0405-1-167R	DISTRIBUTION CHARGES/BAD DEBT ALLOWANCE	
			40-272-07	WORK AUTHORIZATION 40-272	
			40-247B-05	WORK AUTHORIZATION 40-247B	
Remit to: ANAHEIM, CA				FYTD:	$2,158,084.83
FALCON ENGINEERING SERVICES, INC.	216937	04/22/2013	2012-07REV	CONSULTING SERVICES, ENGINEERING - SR-60/NASON INTRCHG	$237,794.40
			2012-09-A	CONSULTING SERVICES, ENGINEERING - SR-60/MB PH I	
Remit to: CORONA, CA				FYTD:	$863,545.67
FIDELITY NATIONAL TITLE COMPANY ESCROW	9070	04/15/2013	W130405	ACQUISITION COST & ESCROW FEES-24270 BAY AVE	$127,912.70
Remit to: IRVINE, CA				FYTD:	$256,960.67
FIDELITY NATIONAL TITLE COMPANY ESCROW	9074	04/16/2013	W130409	ACQUISITION COST & ESCROW FEES-14598 ANTILLES DR.	$129,047.97
Remit to: IRVINE, CA				FYTD:	$256,960.67

MV00209836

City of Moreno Valley

Payment Register

For Period 4/1/2013 through 4/30/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
GIBBS, GIDEN, LOCHER,TURNER, SENET & WITTBRODT LLP	9150	04/29/2013	219346-004	LEGAL SVCS-LINEAR PARK BOND SAFEGUARD		$26,007.08
Remit to: LOS ANGELES, CA					FYTD:	$207,686.10
GLOBAL POWER GROUP, INC.	8889	04/01/2013	27547	CONSTRUCTION CONTRACT - EOC FAMILY CARE CENTER		$151,566.75
			27960	CONSTRUCTION CONTRACT - EOC FAMILY CARE CENTER		
Remit to: LAKESIDE, CA					FYTD:	$263,396.66
HILLCREST CONTRACTING, INC	9152	04/29/2013	PB 22234	CONSTRUCTION CONTRACT - PERRIS BLVD. WIDENING		$443,024.46
Remit to: CORONA, CA					FYTD:	$1,874,648.75
INTERNAL REVENUE SERVICE CENTER	9077	04/08/2013	2013-00000014	MEDICARE - MEDICARE TAX WITHHOLDING*		$127,021.67
Remit to: OGDEN, UT					FYTD:	$258,629.27
INTERNAL REVENUE SERVICE CENTER	9190	04/19/2013	2013-00000038	FED TAX - FEDERAL TAX WITHHOLDING*		$127,215.50
Remit to: OGDEN, UT					FYTD:	$258,629.27
KAISER FOUNDATION HOSPITALS, INC.	216926	04/22/2013	PA11-0009	REFUND OF EROSION CONTROL & GRADING SECURITY DEPOSITS		$64,645.20
Remit to: MORENO VALLEY, CA					FYTD:	$64,645.20
KIP INCORPORATED	216574	04/01/2013	6951	CONSTRUCTION RETENTION RELEASE - HEACOCK STREET BRIDGE		$102,000.49
Remit to: MURRIETA, CA					FYTD:	$1,576,683.63
LEIGHTON CONSULTING, INC.	8925	04/08/2013	10710A	CONSULTING SERVICES, GEOTECHNICAL - CACTUS/NASON		$61,513.17
			10957A	CONSULTING SERVICES, GEOTECHNICAL - CACTUS/NASON		

MV00209837

City of Moreno Valley

Payment Register

For Period 4/1/2013 through 4/30/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: IRVINE, CA					FYTD:	$315,586.39
MCCAIN TRAFFIC SUPPLY	216883	04/22/2013	INV0161030	TRAFFIC CONTROLLER-333L 4 DOOR CABINET-4 UNITS		$82,839.25
			INV0160086	TRAFFIC CONTROLLER PARTS		
			INV0160259	CONTROLLER FOR CABINETS - ITS DEPLOYMENT PH I		
Remit to: VISTA, CA					FYTD:	$147,140.01
MORENO VALLEY UTILITY	216963	04/29/2013	7013411-01/MAR13	ELECTRICITY-UTILITY FIELD OFFICE		$56,465.53
			APR-13 4/29/13	ELECTRICITY		
Remit to: HEMET, CA					FYTD:	$661,863.77
NATIONWIDE RETIREMENT SOLUTIONS CP	9064	04/05/2013	2013-00000011	8010 - DEF COMP 457 - NATIONWIDE*		$26,191.39
Remit to: COLUMBUS, OH					FYTD:	$576,413.96
NATIONWIDE RETIREMENT SOLUTIONS CP	9179	04/19/2013	2013-00000033	8010 - DEF COMP 457 - NATIONWIDE*		$26,227.40
Remit to: COLUMBUS, OH					FYTD:	$576,413.96
NOBLE AMERICAS ENERGY SOLUTIONS	9044	04/15/2013	130660002856705	ELECTRIC ENERGY PURCHASE FOR MV UTILITY		$229,073.23
Remit to: PASADENA, CA					FYTD:	$2,784,316.15
NOBLE AMERICAS ENERGY SOLUTIONS	9161	04/29/2013	131070002926474	ELECTRIC ENERGY PURCHASE FOR MV UTILITY		$266,437.27
Remit to: PASADENA, CA					FYTD:	$2,784,316.15
PARSONS TRANSPORTATION GROUP, INC.	8935	04/08/2013	1302A901	CONSULTING SERVICES, ENGINEERING - SR-60/MB PH II		$63,594.75

MV00209838

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
PARSONS TRANSPORTATION GROUP, INC.	8935	04/08/2013	1301A853	CONSULTING SERVICES, ENGINEERING - SR-60/MB PH II		$63,594.75
Remit to: IRVINE, CA					FYTD:	$1,045,113.77
PARSONS TRANSPORTATION GROUP, INC.	9162	04/29/2013	1304A098	CONSTRUCTION SUPPORT - SR-60/NASON OC		$68,918.43
			1304A097	CONSTRUCTION SUPPORT - SR-60/MB PH I		
			1303B478	CONSULTING ENGINEERING SERVICES - SR-60/MB PH I		
			1303B480	CONSULTING ENGINEERING SERVICES - SR-60/NASON OC		
Remit to: IRVINE, CA					FYTD:	$1,045,113.77
PERS HEALTH INSURANCE	9068	04/08/2013	W130401	EMPLOYEE HEALTH INSURANCE		$207,040.22
Remit to: SACRAMENTO, CA					FYTD:	$1,999,355.76
PERS RETIREMENT	9187	04/01/2013	P130315	MISCELLANEOUS SERVICES		$232,767.26
Remit to: SACRAMENTO, CA					FYTD:	$5,146,286.92
PERS RETIREMENT	9188	04/12/2013	P130329	MISCELLANEOUS SERVICES		$229,959.08
Remit to: SACRAMENTO, CA					FYTD:	$5,146,286.92
PERS RETIREMENT	9360	04/25/2013	P130412	PERS RETIREMENT CLASSIC		$227,432.05
Remit to: SACRAMENTO, CA					FYTD:	$5,146,286.92
POWELL CONSTRUCTORS, INC.	9073	04/16/2013	W130408	RETENTION RELEASE PER ESCROW AGREEMENT-INV#3 & #4		$41,360.84
Remit to: FONTANA, CA					FYTD:	$1,484,364.79
POWELL CONSTRUCTORS, INC.	216888	04/22/2013	05	CONSTRUCTION CONTRACT - SR-60/MB PH I		$432,225.29

MV00209839

City of Moreno Valley

Payment Register

For Period 4/1/2013 through 4/30/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: FONTANA, CA					FYTD:	$1,484,364.79
PTM GENERAL ENGINEERING SERVICES, INC.	216662	04/08/2013	0226131217	CONSTRUCTION CONTRACT - JFK/LAS BRISIS		$60,335.77
Remit to: RIVERSIDE, CA					FYTD:	$60,335.77
RIV CO FLOOD CONTROL & WATER CONSERVATN	216891	04/22/2013	FC0000013732	FY 2012-13 NPDES COST-SHARING OF CONSULTANT SVCS FOR MS4 PERMIT		$79,084.45
Remit to: RIVERSIDE, CA					FYTD:	$83,308.41
RIVERSIDE CONSTRUCTION COMPANY, INC	9072	04/16/2013	W130407	RETENTION RELEASE PER ESCROW AGREEMENT-INV#1		$46,645.24
Remit to: RIVERSIDE, CA					FYTD:	$1,897,161.21
RIVERSIDE CONSTRUCTION COMPANY, INC	9113	04/22/2013	130301	CONSTRUCTION CONTRACT - SR-60/NASON OC		$964,256.36
Remit to: RIVERSIDE, CA					FYTD:	$1,897,161.21
SHELL ENERGY NORTH AMERICA (US) L.P.	9051	04/15/2013	1183582	ELECTRIC ENERGY PURCHASE FOR MV UTILITY		$448,061.60
Remit to: PHILADELPHIA, PA					FYTD:	$5,203,794.40
SKECHERS	216628	04/01/2013	ACCT 7013669-01	SOLAR INCENTIVE REBATE FOR AUG. 2012 - FEB. 2013		$33,060.65
Remit to: MORENO VALLEY, CA					FYTD:	$33,060.65
SOUTHERN CALIFORNIA EDISON 1	216670	04/08/2013	08-UT-22557	FACILITY RELOCATION FEE - SR-60/MORENO BEACH PH I		$200,392.93
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$2,645,221.80
SOUTHERN CALIFORNIA EDISON 1	216789	04/15/2013	587-9520 MAR-13	ELECTRICITY-FERC CHARGES		$122,367.87

MV00209840

City of Moreno Valley

Payment Register

For Period 4/1/2013 through 4/30/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
SOUTHERN CALIFORNIA EDISON 1	216789	04/15/2013	707-6081 MAR-13	ELECTRICITY	$122,367.87
			721-3449 MAR-13	IFA CHARGES-SUBSTATION	
			MAR-13 4/15/13	ELECTRICITY	
Remit to: ROSEMEAD, CA				FYTD:	$2,645,221.80
SOUTHERN CALIFORNIA EDISON 1	216790	04/15/2013	7500274651	WDAT CHARGES-NANDINA AVE. LOCATION	$30,720.59
			7500278046	RELIABILITY SERVICE-DLAP_SCE_SEES_HV	
			7500274653	WDAT CHARGES-SUBSTATION 115KV INTERCONNECTION	
			7500274650	WDAT CHARGES-GLOBE ST. LOCATION	
			7500274649	WDAT CHARGES-GRAHAM ST. LOCATION	
			7500274648	WDAT CHARGES-IRIS AVE. LOCATION	
			7500274652	WDAT CHARGES-FREDERICK AVE. LOCATION	
Remit to: ROSEMEAD, CA				FYTD:	$2,645,221.80
STANDARD INSURANCE CO	216854	04/15/2013	130401a	LIFE & DISABILITY INSURANCE	$28,316.03
Remit to: PORTLAND, OR				FYTD:	$304,037.46
SULLY- MILLER CONTRACTING CO., INC.	9069	04/10/2013	W130402	RETENTION RELEASE PER ESCROW AGREEMENT-INV#8-SMC	$87,270.24
Remit to: BREA, CA				FYTD:	$17,398,208.72
SULLY- MILLER CONTRACTING CO., INC.	9071	04/16/2013	W130406	RETENTION RELEASE PER ESCROW AGREEMENT-INV#9-SMC & 10-SMC	$139,799.04
Remit to: BREA, CA				FYTD:	$17,398,208.72
THE LEW EDWARDS GROUP	216982	04/29/2013	0002	REVENUE MEASURE FEASIBILITY STUDY	$32,250.00

MV00209841

City of Moreno Valley

Payment Register

For Period 4/1/2013 through 4/30/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: OAKLAND, CA					FYTD:	$39,402.60
THE UNIVERSITY ENTERPRISES CORPORATION AT CSUSB	216590	04/01/2013	SP0005050	SMALL BUSINESS CONSULTANT SVCS-3RD QTR		$25,000.00
			SP0005051	SMALL BUSINESS CONSULTANT SVCS-4TH QTR		
Remit to: SAN BERNARDINO, CA					FYTD:	$50,000.00
THINK TOGETHER, INC	216934	04/22/2013	111000-12/13-8	ASES PROGRAM MANAGEMENT SERVICES		$444,467.51
Remit to: LOS ANGELES, CA					FYTD:	$3,597,768.13
TRANSTECH ENGINEERS, INC.	216680	04/08/2013	12	CONSULTING SERVICES, INSPECTION - CACTUS/NASON		$54,245.00
Remit to: WALNUT, CA					FYTD:	$447,977.24
TRUGREEN LANDCARE	9121	04/22/2013	7481308	TREE TRIMMING SERVICES-CELEBRATION PARK		$25,137.08
			7481364	TREE TRIMMING SERVICES AT LIBRARY		
			7491309	LANDSCAPE MAINT.-ZONE M		
			7491310	LANDSCAPE MAINT.-ZONE DSG-1		
			7491311	LANDSCAPE MAINT.-ZONE E-16		
			7491313	LANDSCAPE MAINT.-ZONE E-4 & E-4A		
			7491319	LANDSCAPE MAINT.-ZONE S		
			7481343	TREE MAINTENANCE IN CFD #1		
Remit to: RIVERSIDE, CA					FYTD:	$257,027.21
U.S. BANK/CALCARDS	216762	04/08/2013	03-27-13	CALCARD PAYMENT FOR CYCLE END 3/27/13		$144,331.80
Remit to: ST. LOUIS, MO					FYTD:	$1,751,128.32
WELLS FARGO CORPORATE	9182	04/17/2013	W130403	2005 LRB DEBT SVC PAYMENT		$950,147.80

MV00209842

City of Moreno Valley

Payment Register

For Period 4/1/2013 through 4/30/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: LOS ANGELES, CA					FYTD:	$7,997,572.99
WELLS FARGO CORPORATE	9183	04/17/2013	W130404	2007 LRB DEBT SVC PAYMENT		$1,139,758.29
Remit to: LOS ANGELES, CA					FYTD:	$7,997,572.99
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.	216800	04/15/2013	MAR-13 TUMF	TUMF FEES COLLECTED 3/1-3/31/13		$87,276.80
Remit to: RIVERSIDE, CA					FYTD:	$1,316,740.93

TOTAL AMOUNTS OF $25,000 OR GREATER **$15,438,759.14**

MV00209843

City of Moreno Valley

Payment Register

For Period 4/1/2013 through 4/30/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
1ST LIGHT ENERGY, INC	216720	04/08/2013	BL#25135-YR2013	REFUND OF DUPLICATE PAYMENT FOR BL#25135		$67.00
Remit to: MODESTO, CA					FYTD:	$67.00
3SI SECURITY SYSTEMS	216939	04/29/2013	314524	ELECTRONIC SATELLITE PURSUIT CASH TRACKERS FOR PATROL		$16,279.01
Remit to: EXTON, PA					FYTD:	$16,279.01
A/S MARKET CORP	216834	04/15/2013	MV3130213012	REFUND-CITATION OVERPAYMENT		$86.00
Remit to: SAN BERNARDINO, CA					FYTD:	$86.00
A1 PAYDAY ADVANCE, INC	216721	04/08/2013	BL#00075-YR2013	REFUND OF OVERPAYMENT FOR BL#00075		$95.95
Remit to: MORENO VALLEY, CA					FYTD:	$95.95
ABILITY COUNTS, INC	216635	04/08/2013	ACI9837	LANDSCAPE MAINT-CFD #1		$2,065.00
Remit to: CORONA, CA					FYTD:	$20,300.00
ABILITY COUNTS, INC	216940	04/29/2013	ACI9901	LANDSCAPE MAINT-CFD #1		$2,065.00
Remit to: CORONA, CA					FYTD:	$20,300.00
ABLE CARD, LLC	216764	04/15/2013	0031920-IN	PATRON LIBRARY CARDS-BALANCE		$1,162.88
Remit to: AZUSA, CA					FYTD:	$1,162.88
ABRASIVE BLASTING SERVICE	216941	04/29/2013	6371	SANDBLASTING SVCS-TRANSPORTATION		$4,250.00
Remit to: RIVERSIDE, CA					FYTD:	$13,750.00
ACCESS SECURITY CONTROLS INT., INC.	216857	04/22/2013	13-1263	QUARTERLY MONITORING-ERC		$150.00
			13-1264	MONITOR ALARM-SUNNYMD MIDDLE SCHOOL-ASES		

MV00209844

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: TEMECULA, CA					FYTD:	$725.00
ACTION DOOR REPAIR CORP.	8876	04/01/2013	85293	REPAIR GATE 7-PSB		$4,695.20
			85188	INSTALL/REPAIR DOOR #1 NEW BARREL-FIRE STN 58		
Remit to: HUNTINGTON PARK, CA					FYTD:	$22,552.03
ACTION DOOR REPAIR CORP.	8908	04/08/2013	85318	REPAIRED ALUMINUM DOOR WO121861-PSB		$1,667.00
Remit to: HUNTINGTON PARK, CA					FYTD:	$22,552.03
ACTION DOOR REPAIR CORP.	9016	04/15/2013	85441	REPAIR LOBBY FIRE DOOR-PSB		$2,340.00
Remit to: ORLANDO, FL					FYTD:	$22,552.03
ACTION DOOR REPAIR CORP.	9133	04/29/2013	85543	REPAIRED RETRACTABLE WALL-SENIOR CNTR		$5,424.45
			85544	INSTALLED REVERSING DOOR EDGES-FIRE STN 91		
Remit to: ORLANDO, FL					FYTD:	$22,552.03
ACTIVE NETWORK, INC., THE	8877	04/01/2013	1006272	PROFESSIONAL SVCS-LOGOS PROJECT		$3,121.97
			11043823	ELECTRONIC DEPOSIT CHECK SCANNERS		
Remit to: SAN DIEGO, CA					FYTD:	$3,121.97
ADAMS, MARK L.	8949	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: REDLANDS, CA					FYTD:	$2,868.57
ADLERHORST INTERNATIONAL INC.	9017	04/15/2013	18003	MONTHLY TRAINING-K-9 IVAN-FEB13		$141.67
Remit to: RIVERSIDE, CA					FYTD:	$5,693.75

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
ADLERHORST INTERNATIONAL INC.	9134	04/29/2013	18226	MONTHLY K-9 TRAINING-DUKE-MAR13		$425.01
			18227	MONTHLY K-9 TRAINING-OZZIE-MAR13		
			18228	MONTHLY K-9 TRAINING-IVAN-MAR13		
Remit to: RIVERSIDE, CA					FYTD:	$5,693.75
ADLERHORST INTERNATIONAL INC.	216551	04/01/2013	18113	DOG FOOD FOR K-9 IVAN		$172.80
Remit to: RIVERSIDE, CA					FYTD:	$5,693.75
ADLERHORST INTERNATIONAL INC.	216765	04/15/2013	18001	MONTHLY TRAINING-K-9 DUKE-FEB13		$283.34
			18002	MONTHLY TRAINING-K-9 OZZI-FEB13		
Remit to: RIVERSIDE, CA					FYTD:	$5,693.75
ADMINSURE	216766	04/15/2013	6304	WORKERS' COMP CLAIMS ADMINISTRATION		$2,600.00
Remit to: DIAMOND BAR, CA					FYTD:	$28,600.00
ADVANCE REFRIGERATION & ICE SYSTEMS, INC	9018	04/15/2013	3284-36324	REPAIRED ICE MACHINE FAN MOTOR-CITY YARD		$370.35
Remit to: RIVERSIDE, CA					FYTD:	$10,011.00
ADVANCED ELECTRIC	216552	04/01/2013	10649	ELECTRICAL REPAIRS-CELEBRATION PARK		$3,066.00
			10583	ELECTRICAL REPAIRS-MARCH FIELD PARK #2		
			10582	ELECTRICAL REPAIR-MARCH FIELD PARK #2		
			10581	ELECTRIC REPAIR-MARCH FIELD PARK #2		
			10577	ELECTRICAL REPAIR-CITY PARK		
			10701	ELECTRICAL REPAIR-CFD #1 COLD CREEK DR		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
ADVANCED ELECTRIC	216552	04/01/2013	10586	ELECTRICAL WORK-ERC		$3,066.00
			10569	ELECTRICAL SVC CALL-SHADOW MOUNTAIN PARK		
			10585	ELECTRICAL WORK-CITY HALL		
Remit to: RIVERSIDE, CA					FYTD:	$32,521.48
ADVANCED ELECTRIC	216636	04/08/2013	10651	ELECTRICAL PUMP HOOKUP-GOLF COURSE		$2,888.00
			01570	CHECKED GENERATOR TRANSFER SWITCH-CITY YARD		
			10549	ELECTRICAL WIRING MODIFICATION-SATELLITE TMC		
			10652	INSTALL HEATERS FOR PUMP-GOLF COURSE		
			10572	ELECTRICAL SERVICE CALL-CRC		
			10643	ELECTRICAL REPAIR-DOOR SLIDER POWER-PSB		
			10587	ELECTRICAL REPAIR-COUNCIL CHAMBERS		
Remit to: RIVERSIDE, CA					FYTD:	$32,521.48
ADVANCED ELECTRIC	216767	04/15/2013	10644	INSTALLATION OF OUTLET AT THE ERC		$729.00
Remit to: RIVERSIDE, CA					FYTD:	$32,521.48
ADVANCED ELECTRIC	216858	04/22/2013	10729	ELECTRICAL WORK-TS		$195.00
Remit to: RIVERSIDE, CA					FYTD:	$32,521.48
ADVANCED ELECTRIC	216942	04/29/2013	10707	ELECTRICAL REPAIRS-RIDGE CREST PARK		$4,921.31
			10734	REPAIRED ELECTRICAL RECEPTACLE-CRC GYM		
			10726	INSTALLED TV WIRE/MOUNT-CITY HALL		
			10719	REPLACED ELECTRICAL BALLESTS/BULBS-ANNEX 4		
			10708	ELECTRICAL REPAIR-REWIRED RECEPTACLE-PSB		
			10712	ELECTRICAL REPAIRS-TOWNGATE PARK		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
ADVANCED ELECTRIC	216942	04/29/2013	10710	ELECTRICAL REPAIR-SOLID WASTE RECYCLNG OFFICE		$4,921.31
			10709	INSTALLED RECEPTACLE-ANNEX 1 BREAKDOWN		
			10725	ELECTRICAL REPAIRS-MARCH BALLFIELD		
Remit to: RIVERSIDE, CA					FYTD:	$32,521.48
ADVANTAGE BUSINESS EQUIPMENT, INC	8909	04/08/2013	16393	CHANGE PAYROLL CHECK SIGNER-LOGOS PAYCHECKS		$329.00
Remit to: SAN DIEGO, CA					FYTD:	$1,621.61
AECOM TECHNICAL SERVICES INC	216553	04/01/2013	37307596 (18)	CONSULTING SERVICES, DESIGN		$13,152.32
Remit to: ONTARIO, CA					FYTD:	$206,501.26
AECOM TECHNICAL SERVICES INC	216637	04/08/2013	37320167 (04)	CONSULTING SERVICES, ENGINEERING - PERRIS BLVD WIDENING		$16,986.69
			37314730 (03)	CONSULTING SERVICES, ENGINEERING - PERRIS BLVD. WIDENING		
			37310169 (02)	CONSULTING SERVICES, ENGINEERING - PERRIS BLVD. WIDENING		
Remit to: ONTARIO, CA					FYTD:	$206,501.26
AEROTEK, INC.	9080	04/22/2013	OC06554267	TEMPORARY LABOR STAFFING-TECH SVCS		$399.23
			OC06571094	TEMPORARY LABOR STAFFING-TECH SVCS		
			OC06587721	TEMPORARY LABOR STAFFING-TECH SVCS		
Remit to: MORENO VALLEY, CA					FYTD:	$21,511.48
AEROTEK, INC.	9135	04/29/2013	OC06504251	TEMPORARY LABOR STAFFING-TECH SVCS		$500.24
Remit to: MORENO VALLEY, CA					FYTD:	$21,511.48
AEROTEK, INC.	216855	04/15/2013	OC06520890	TEMPORARY LABOR STAFFING-TECH SVCS		$885.04
			OC06537563	TEMPORARY LABOR STAFFING-TECH SVCS		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$21,511.48
AFAF YEHIA	217068	04/29/2013	R13-059752	AS REFUND-ADP,VACS,MC,RAB DEP		$87.00
Remit to: MORENO VALLEY, CA					FYTD:	$87.00
AFECO, INC DBA FIRE ETC	9019	04/15/2013	46488	HEAVY RESCUE EQUIPMENT		$6,172.01
Remit to: SAN DIEGO, CA					FYTD:	$6,172.01
AIR EXCHANGE INC	216768	04/15/2013	30900	PLYMOVENT MAINT/REPAIR-FIRE STN 48		$1,242.50
Remit to: SAN BRUNO, CA					FYTD:	$2,907.43
AIRPORT LAND USE COMMISSION (ALUC)	216769	04/15/2013	MarchEIR2012-MV1	MARCH JPA LAND USE COMPATIBILITY STUDY-1ST INSTALLMENT		$19,000.00
Remit to: RIVERSIDE, CA					FYTD:	$19,000.00
ALAN K. DANDRIDGE	216730	04/08/2013	03262013	REFUND-SPECIAL DISTRICT FEE-FIRE PREVENTN		$13.80
Remit to: RIVERSIDE, CA					FYTD:	$13.80
ALARMCO SECURITY SYSTEMS	216606	04/01/2013	FP03142013	REFUND OVRPYMNT-PLAN CHK/INSPECTN FEES		$78.00
Remit to: REDLANDS, CA					FYTD:	$78.00
ALESSANDRO SMOG TEST ONLY	217000	04/29/2013	BL#21905-YR2013	REFUND OF OVERPAYMENT FOR BL#21905		$83.38
Remit to: HEMET, CA					FYTD:	$83.38
ALEX HERRERA	217030	04/29/2013	1023611	REFUND-RENTAL CANCELLED-CRC		$75.00
Remit to: MORENO VALLEY, CA					FYTD:	$75.00
ALLIANCE RESIDENTIAL CO	216607	04/01/2013	BL#21318-YR2013	REFUND OF OVERPAYMENT #21318		$62.08

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$62.08
ALLIANZ LIFE INSURANCE CO	216859	04/22/2013	2013-00000024	8794 - ALLIANZ - EMPLOYEE*		$75.00
Remit to: PITTSBURGH, PA					FYTD:	$750.00
ALONDRA ALVAREZ	217001	04/29/2013	1023662	REFUND-CANCELLED CONTRACT CLASS		$26.20
Remit to: MORENO VALLEY, CA					FYTD:	$26.20
ALONZO, MELCHOR	216990	04/29/2013	REIMB 3/5-3/8/13	REIMBURSE LODGING COST DURING CPRS CONFERENCE		$686.64
Remit to: YUCAIPA, CA					FYTD:	$1,246.16
AMADOR ESTEVENE	216995	04/29/2013	307	LATIN SOCIETY BAND CONCERT-5/10/13 TOWNGATE PRK		$1,000.00
Remit to: FONTANA, CA					FYTD:	$1,000.00
AMELIS GALINDO	217022	04/29/2013	R13-060008	AS REFUND-ADOPT,VACS,RAB DEP		$54.00
Remit to: PERRIS, CA					FYTD:	$54.00
AMERICAN CLEANERS	217002	04/29/2013	BL#07920-YR2013	REFUND OF OVERPAYMENT FOR BL#07920		$14.04
Remit to: RIVERSIDE, CA					FYTD:	$14.04
AMERICAN FORENSIC NURSES	8878	04/01/2013	62884	BLOOD DRAW SERVICE		$2,382.64
			62909	BLOOD DRAW SERVICE		
Remit to: PALM SPRINGS, CA					FYTD:	$52,930.12
AMERICAN FORENSIC NURSES	9020	04/15/2013	62975	BLOOD DRAW SERVICE		$2,894.52
			62952	BLOOD DRAW SERVICE		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: PALM SPRINGS, CA					FYTD:	$52,930.12
AMERICAN PUBLIC POWER ASSOCIATION	216860	04/22/2013	234924	ANNUAL UTILITY MEMBERSHIP DUES		$5,291.00
Remit to: BALTIMORE, MD					FYTD:	$5,291.00
AMERICAN SOLAR SOLUTION & HOME REMODELING	216722	04/08/2013	BL#25799-YR2013	REFUND OF OVERPAYMENT FOR BL#25799		$67.00
Remit to: NORTH HOLLYWOOD, CA					FYTD:	$67.00
AMTECH ELEVATOR SERVICES	216770	04/15/2013	DVB65903112	WHEELCHAIR LIFT MAINT/REPAIR 1/1/12 TO 6/30/12-CRC		$646.72
			DVB65903711	WHEELCHAIR LIFT MAINT/REPAIR 7/1/11 TO 12/31/11-CRC		
			DVB65909413	ELEVATOR MAINT/REPAIR-EOC		
			DVB05044413	ELEVATOR MAINT/REPAIR-CITY HALL		
Remit to: PASADENA, CA					FYTD:	$3,199.84
ANALISA SANTANA	217058	04/29/2013	#11005246	DUPLICATE PAYMENT		$32.70
Remit to: MORENO VALLEY, CA					FYTD:	$32.70
ANGELA NAILS & SPA	216608	04/01/2013	BL#15492-YR2013	REFUND OF OVER PAYMENT FOR #15492		$93.83
Remit to: MORENO VALLEY, CA					FYTD:	$93.83
ANIMAL EMERGENCY CLINIC, INC.	8910	04/08/2013	394069	AFTER HOURS EMERGENCY VETERINARY SVCS		$70.00
Remit to: GRAND TERRACE, CA					FYTD:	$1,625.00
ANIMAL HEALTH AND SANITARY SUPPLY	216638	04/08/2013	27312	MISC. SUPPLIES-ANIMAL SVCS		$715.57

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$2,957.80
ANIMAL HEALTH AND SANITARY SUPPLY	216944	04/29/2013	27819	MISC SUPPLIES-ANIMAL SVCS		$588.40
Remit to: RIVERSIDE, CA					FYTD:	$2,957.80
ANIMAL PEST MANAGEMENT SERVICES, INC.	9136	04/29/2013	108850	PEST CONTROL-CITY PARKS		$1,525.50
			108851	PEST CONTROL-SCE ESMNT/AQDCT/BIKEWAY		
			108982	PEST CONTROL-GOLF COURSE		
			108962	PEST CONTROL-CFD #1		
			108853	PEST CONTROL-MARCH FIELD CNTR		
			108852	PEST CONTROL-MARCH BALLFIELDS		
Remit to: CHINO, CA					FYTD:	$15,455.00
ANIMAL PEST MANAGEMENT SERVICES, INC.	216759	04/08/2013	107704	PEST CONTROL-MARCH FIELD CNTR		$1,525.50
			107703	PEST CONTROL-MARCH BALLFIELDS		
			107702	PEST CONTROL-SCE ESMNT/AQDCT/BIKEWAY		
			107701	PEST CONTROL-CITY PARKS		
			107817	PEST CONTROL-CFD #1		
			107836	PEST CONTROL-GOLF COURSE		
Remit to: CHINO, CA					FYTD:	$15,455.00
ANNE MARIE RAMIREZ	217051	04/29/2013	LIBRARY REFUND	REFUND OVERPAYMENT OF LIBRARY FEES/FINES		$10.00
Remit to: MORENO VALLEY, CA					FYTD:	$10.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
ARCHIVE MANAGEMENT SERVICE	9081	04/22/2013	0203186	OFF-SITE STORAGE OF CITY RECORDS-APR13		$1,515.17
Remit to: KING OF PRUSSIA, PA					FYTD:	$16,032.01
ARCHIVE MANAGEMENT SERVICE	216554	04/01/2013	0201512	OFF-SITE STORAGE OF CITY RECORDS		$2,668.25
Remit to: KING OF PRUSSIA, PA					FYTD:	$16,032.01
ARROWHEAD WATER	8911	04/08/2013	03C0032567869	WATER PURIFY RNTL UNIT-FINANCE ANNEX		$81.93
Remit to: LOUISVILLE, KY					FYTD:	$6,332.45
ARROWHEAD WATER	9021	04/15/2013	03C0030878268	WATER PURIFY RNTL UNIT-EOC		$194.34
			03C0029115359	WATER PURIFY RNTL UNIT-CRC		
			03C0029115300	WATER PURIFY RNTL UNIT-FACILITIES ANNEX		
			03C0029115243	WATER PURIFY RNTL UNIT-TECH SVCS ANNEX		
			03C0029115177	WATER PURIFY RNTL UNIT-ANIMAL SVCS		
			03C0029115227	WATER PURIFY RNTL UNIT-SDA ANNEX		
Remit to: LOUISVILLE, KY					FYTD:	$6,332.45
ARROWHEAD WATER	9137	04/29/2013	03D0028990919	WATER PURIFY RNTL UNIT-CITY HALL		$412.41
			03D0029648037	WATER PURIFY RNTL UNIT-FIRE STN 91		
			03D0032567869	WATER PURIFY RNTL UNIT-FINANCE ANNEX		
			03D0032414377	WATER PURIFY RNTL UNIT-PSB		
			03D0030878268	WATER PURIFY RNTL UNIT-EOC		
			03D0032389744	WATER PURIFY RNTL UNIT-FIRE STN 99		
			03D0029648052	WATER PURIFY RNTL UNIT-FIRE STN 65		
			03D0029647971	WATER PURIFY RNTL UNIT-FIRE STN 2		
			03D0029647948	WATER PURIFY RNTL UNIT-FIRE STN 48		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
ARROWHEAD WATER	9137	04/29/2013	03D0029647914	WATER PURIFY RNTL UNIT-FIRE STN 6		$412.41
			03D0029115110	WATER PURIFY RNTL UNIT-CITY YARD		
			03D0029115144	WATER PURIFY RNTL UNIT-LIBRARY		
			03D0029647997	WATER PURIFY RNTL UNIT-FIRE STN 58		
Remit to: LOUISVILLE, KY					FYTD:	$6,332.45
ARTISTIC MAINTENACE, INC	216814	04/15/2013	BL#19039-YR2013	REFUND OF OVERPAYMENT FOR B/L#19039		$64.56
Remit to: LAKE FOREST, CA					FYTD:	$64.56
ARTURO DELGADO	216837	04/15/2013	MV1121108021	REFUND-CITATION OVERPAYMENT		$407.50
Remit to: MORENO VALLEY, CA					FYTD:	$407.50
ASSA ABLOY ENTRANCE SYSTEMS US, INC	216609	04/01/2013	BL#19612-YR2013	REFUND OF OVERPAYMENT FOR BL#19612		$82.67
Remit to: MONROE, CA					FYTD:	$82.67
AT&T DIGITAL LIFE, INC	217004	04/29/2013	BL#26029-YR2013	REFUND OF OVERPAYMENT FOR B/L#26029		$75.00
Remit to: NORTH PALM BEACH, FL					FYTD:	$75.00
AT&T MOBILITY	216555	04/01/2013	872455379X030613	MCC CELLULAR PHONE SVC-2/7/13-3/6/13		$91.98
Remit to: CAROL STREAM, IL					FYTD:	$919.63
AT&T MOBILITY	216945	04/29/2013	872455379X040613	MCC CELLULAR PHONE SVC		$91.82
Remit to: CAROL STREAM, IL					FYTD:	$919.63
AT&T/MCI	216556	04/01/2013	4190939	LANDLINE PHONE SVC FOR GTF SATELLITE OFFICE		$184.92

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: CAROL STREAM, IL					FYTD:	$2,028.12
AT&T/MCI	216946	04/29/2013	4274231	LANDLINE PHONE SVC FOR GTF SATELLITE OFFICE		$184.96
Remit to: CAROL STREAM, IL					FYTD:	$2,028.12
AUTOMATED GATE SERVICES, INC	216610	04/01/2013	BL#10931-YR2013	REFUND OF OVERPAYMENT FOR BL#10931		$79.82
Remit to: CORONA, CA					FYTD:	$79.82
AUTOMATIC STOREFRONT SERVICE, INC.	216771	04/15/2013	0015430	INITIAL TRIP CHG-REPAIR AUTOMATIC DOOR-LIBRARY		$157.00
Remit to: CHINO, CA					FYTD:	$1,638.00
AUTOMATIC STOREFRONT SERVICE, INC.	216947	04/29/2013	0015549	REPAIRED AUTOMATIC FRONT DOOR-LIBRARY		$1,481.00
Remit to: CHINO, CA					FYTD:	$1,638.00
AYALA, NANNERL A.	216802	04/15/2013	4/3/13 MILEAGE	MILEAGE REIMBURSEMENT		$23.73
Remit to: RIVERSIDE, CA					FYTD:	$524.32
BACHER, GRACE	216684	04/08/2013	130401	RETIREE MED APR '13		$255.43
Remit to: HEMET, CA					FYTD:	$2,615.37
BAUTISTA, JOSEPH C.	8950	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: FONTANA, CA					FYTD:	$2,868.57
BEACON ECONOMICS, LLC	216861	04/22/2013	2223	ECONOMIC IMPACT & DEMOGRAPHIC ANALYSIS-INITIAL INVOICE		$16,200.00
			2248	ECONOMIC IMPACT & DEMOGRAPHIC ANALYSIS-FINAL INVOICE		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: LOS ANGELES, CA					FYTD:	$16,200.00
BECKY PLAYMAN	217046	04/29/2013	R13-059795	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: RIVERSIDE, CA					FYTD:	$20.00
BELMUDES, DEBRA	8951	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$1,274.92
BEMUS LANDSCAPE, INC.	8912	04/08/2013	240452	LANDSCAPE MAINT-LIBRARY		$16,978.63
			240453	LANDSCAPE MAINT-MVU		
			240454	LANDSCAPE MAINT-TOWNGATE CNTR		
			240455	LANDSCAPE MAINT-TOWNGATE BIKE AQDCT		
			240456	LANDSCAPE MAINT-MVU SUBSTN		
			240457	LANDSCAPE MAINT-PSB		
			240459	LANDSCAPE MAINT-CITY HALL		
			240458	LANDSCAPE MAINT-ANIMAL SVCS		
			240450	LANDSCAPE MAINT-FORMER STARS BLDG		
			240449	LANDSCAPE MAINT-CITY YARD		
			240460	LANDSCAPE MAINT-FIRE STNS		
			240437	LANDSCAPE MAINT-S AQDCT B		
			240448	LANDSCAPE MAINT-ANNEX 1		
			240447	LANDSCAPE MAINT-VETERANS MEMORIAL		
			240451	LANDSCAPE MAINT-CRC		
			240445	LANDSCAPE MAINT-S AQDCT A		
			240444	LANDSCAPE MAINT-INDIAN/FILAREE/FAY BIKE AQDCT		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
BEMUS LANDSCAPE, INC.	8912	04/08/2013	240443	LANDSCAPE MAINT-BAY/JFK AQDCT	$16,978.63
			240442	LANDSCAPE MAINT-PATRIOT PARK	
			240441	LANDSCAPE MAINT-SCE/OLD LAKE DR	
			240440	LANDSCAPE MAINT-SENIOR CNTR	
			240439	LANDSCAPE MAINT-PAN AM/AQDCT LANDSCAPE MAINT	
			240438	LANDSCAPE MAINT-N AQDCT	
Remit to: SAN CLEMENTE, CA				FYTD:	$184,192.36
BEMUS LANDSCAPE, INC.	9082	04/22/2013	241605	LANDSCAPE MAINT-FIRE STNS	$4,174.30
			241604	LANDSCAPE MAINT-CITY HALL	
			241592	LANDSCAPE MAINT-VETERANS MEMORIAL	
			241593	LANDSCAPE MAINT-ANNEX 1	
Remit to: SAN CLEMENTE, CA				FYTD:	$184,192.36
BEMUS LANDSCAPE, INC.	9138	04/29/2013	241595	LANDSCAPE MAINT-FORMER STARS BLDG	$12,804.33
			241583	LANDSCAPE MAINT-N AQDCT	
			241603	LANDSCAPE MAINT-ANIMAL SVCS	
			241602	LANDSCAPE MAINT-PSB	
			241601	LANDSCAPE MAINT-MVU SUBSTN	
			241600	LANDSCAPE MAINT-TOWNGATE BIKE AQDCT	
			241599	LANDSCAPE MAINT-TOWNGATE CNTR	
			241598	LANDSCAPE MAINT-MVU	
			241597	LANDSCAPE MAINT-LIBRARY	
			241596	LANDSCAPE MAINT-CRC	
			241594	LANDSCAPE MAINT-CITY YARD	

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
BEMUS LANDSCAPE, INC.	9138	04/29/2013	241590	LANDSCAPE MAINT-S AQDCT A		$12,804.33
			241589	LANDSCAPE MAINT-INDIAN/FILAREE/FAY BIKE AQDCT		
			241588	LANDSCAPE MAINT-BAY/JFK AQDCT		
			241587	LANDSCAPE MAINT-PATRIOT PARK		
			241586	LANDSCAPE MAINT-SCE/OLD LAKE DR		
			241584	LANDSCAPE MAINT-PAN AM/AQDCT		
			241582	LANDSCAPE MAINT-S AQDCT B		
			241585	LANDSCAPE MAINT-SENIOR CNTR		
Remit to: SAN CLEMENTE, CA					FYTD:	$184,192.36
BEN FU	217021	04/29/2013	R13-058465	AS REFUND-RABIES DEP		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
BENESYST	9022	04/15/2013	0313147	FSA ADMIN COSTS		$416.64
			0313286	COBRA ADMIN FEE		
Remit to: MINNEAPOLIS, MN					FYTD:	$4,496.28
BERNARDO REYES	216931	04/22/2013	1030846	REFUND FOR TOWNGATE		$200.00
Remit to: MORENO VALLEY, CA					FYTD:	$200.00
BEST CALIFORNIA GAS, LTD. #353	217006	04/29/2013	BL#06625-YR2013	REFUND OF OVERPAYMENT FOR B/L#06625		$62.87
Remit to: SANTA FE SPRINGS, CA					FYTD:	$62.87
BEST, BEST & KRIEGER, LLP	9008	04/08/2013	697960	LEGAL SVCS		$67.50
Remit to: RIVERSIDE, CA					FYTD:	$7,482.50

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
BEST, BEST & KRIEGER, LLP	9139	04/29/2013	700042	LEGAL SVCS		$1,440.00
Remit to: RIVERSIDE, CA					FYTD:	$7,482.50
BESTWAY LAUNDRY SOLUTIONS, INC.	216639	04/08/2013	I259703	COMMERCIAL WASHER REPAIRS-ANIMAL SVCS		$358.94
Remit to: CORONA, CA					FYTD:	$358.94
BIO-TOX LABORATORIES	216772	04/15/2013	26518	BLOOD DRAW TOXICOLOGY ANALYSIS		$13,925.59
			26519	BLOOD DRAW TOXICOLOGY ANALYSIS		
			26510	BLOOD DRAW TOXICOLOGY ANALYSIS		
Remit to: RIVERSIDE, CA					FYTD:	$111,872.20
BLAIR, CHERYL	216916	04/22/2013	APR-2013	INSTRUCTOR SVCS-BELLY DANCING CLASS		$81.00
Remit to: RIVERSIDE, CA					FYTD:	$297.00
BMI	216640	04/08/2013	23303134	ANNUAL MUSIC LICENSE-INV#7729277		$1,277.00
Remit to: NASHVILLE, TN					FYTD:	$1,277.00
BOB'S BIG BOY	216815	04/15/2013	BL#21764-2013	REFUND OF OVERPAYMENT FOR B/L#21764		$358.54
Remit to: SAN DIEGO, CA					FYTD:	$358.54
BOX SPRINGS MUTUAL WATER COMPANY	216641	04/08/2013	03272013	WATER USAGE ACCOUNT 721-1 - ZONE E-1		$77.46
Remit to: MORENO VALLEY, CA					FYTD:	$451.50
BRAUN BLAISING MCLAUGHLIN	216642	04/08/2013	14562	LEGAL SVCS-STREETLIGHT RATE CASE-CASL		$3,916.63
			14582	LEGAL SVCS-STREETLIGHT RATE CASE-CASL		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
BRAUN BLAISING MCLAUGHLIN	216642	04/08/2013	14581	LEGAL SVCS-MVU		$3,916.63
Remit to: SACRAMENTO, CA					FYTD:	$55,930.74
BROADSTONE OVERLOOK APARTMENTS	216611	04/01/2013	BL#17423-YR2013	REFUND OF OVERPAYMENT FOR BL#17423		$211.84
Remit to: MORENO VALLEY, CA					FYTD:	$211.84
BRODART CO.	8880	04/01/2013	B2726285	MISC BOOKS-LIBRARY		$221.50
			B2731628	MISC BOOKS-LIBRARY		
			B2733461	MISC BOOKS-LIBRARY		
Remit to: WILLIAMSPORT, PA					FYTD:	$20,614.42
BRODART CO.	9023	04/15/2013	B2714647	MISC BOOKS-LIBRARY		$998.32
			B2719572	MISC BOOKS-LIBRARY		
			B2718011	MISC BOOKS-LIBRARY		
			B2716329	MISC BOOKS-LIBRARY		
			B2695783	MISC BOOKS-LIBRARY		
			B2706997	MISC BOOKS-LIBRARY		
			B2742256	MISC BOOKS-LIBRARY		
			B2740849	MISC BOOKS-LIBRARY		
			B2737182	MISC BOOKS-LIBRARY		
			B2736638	MISC BOOKS-LIBRARY		
			B2718007	MISC BOOKS-LIBRARY		
Remit to: WILLIAMSPORT, PA					FYTD:	$20,614.42
BRODART CO.	9024	04/15/2013	B2711518	MISC BOOKS-LIBRARY		$287.59

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: COLUMBUS, OH					FYTD:	$20,614.42
BRODART CO.	9083	04/22/2013	B2759851	MISC BOOKS-LIBRARY		$2,986.50
			B2753175	MISC BOOKS-LIBRARY		
			B2764929	MISC BOOKS-LIBRARY		
			B2767121	MISC BOOKS-LIBRARY		
			B2761118	MISC BOOKS-LIBRARY		
			B2769286	MISC BOOKS-LIBRARY		
			B2758105	MISC BOOKS-LIBRARY		
			B2756336	MISC BOOKS-LIBRARY		
			B2752068	MISC BOOKS-LIBRARY		
			B2748005	MISC BOOKS-LIBRARY		
			B2744472	MISC BOOKS-LIBRARY		
			B2744463	MISC BOOKS-LIBRARY		
			B2742440	MISC BOOKS-LIBRARY		
			B2731367	MISC BOOKS-LIBRARY		
			B2729791	MISC BOOKS-LIBRARY		
			B2762938	MISC BOOKS-LIBRARY		
			B2752089	MISC BOOKS-LIBRARY		
Remit to: WILLIAMSPORT, PA					FYTD:	$20,614.42
BROOKS, TAMMY	216599	04/01/2013	4/8-4/11/13	TRAVEL PER DIEM-CHAMELEON CONFERENCE		$517.44
Remit to: MORENO VALLEY, CA					FYTD:	$517.44
BUCKINGHAM, STAN	216685	04/08/2013	130401	RETIREE MED APR '13		$318.73

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: TEMECULA, CA					FYTD:	$2,868.57
BY HIS DESIGN, INC	216862	04/22/2013	5448	YOUTH/ADULT SPORT UNIFORMS-RECREATION		$10.00
Remit to: SAN JACINTO, CA					FYTD:	$1,112.03
C P CONSTRUCTION CO., INC.	216557	04/01/2013	1613RETN	CONSTRUCTION RETENTION RELEASE - CORPORATE YARD SEWER IMPRV.		$10,929.75
Remit to: ONTARIO, CA					FYTD:	$218,594.86
CAIN, GREGORY	8952	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: TAMPA, FL					FYTD:	$2,868.57
CALIFORNIA BRIGHT DENTAL	217010	04/29/2013	BL#23245-YR2013	REFUND OF OVERPAYMENT FOR BL#23245		$75.04
Remit to: MORENO VALLEY, CA					FYTD:	$75.04
CALIFORNIA BUILDING STANDARDS COMMISSION	216773	04/15/2013	1ST QTR 2013	SB1473 FEES COLLECTED FOR 1/1-3/31/13		$1,853.10
Remit to: SACRAMENTO, CA					FYTD:	$4,739.40
CALIFORNIA MUNICIPAL UTILITIES ASSOC.	216949	04/29/2013	1578	CMUA 81ST ANNUAL CONFERENCE (APRIL 9-11, 2013)-WEDNESDAY LUNCH		$55.00
Remit to: SACRAMENTO, CA					FYTD:	$7,322.00
CALI'S NAILS & SKIN CARE	216816	04/15/2013	BL#19966-YR2013	REFUND OF OVERPAYMENT FOR BL#19966		$98.29
Remit to: MORENO VALLEY, CA					FYTD:	$98.29
CALVARY CHAPEL OF MORENO VALLEY	217011	04/29/2013	RCT#0321489	REFUND-RENTAL DEPOSIT FOR MOBILE STAGE UNIT		$100.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$100.00
CAMERON CARREON	217012	04/29/2013	R13-058181	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: BEAUMONT, CA					FYTD:	$20.00
CANNON, ANA M.	8953	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: HASLET, TX					FYTD:	$2,868.57
CANON SOLUTIONS AMERICA, INC.	9084	04/22/2013	122109658	COPIER RELOCATION-FROM CITY HALL TO ANNEX 4		$1,080.00
			122109653	COPIER RELOCATION-FROM CITY HALL TO ANNEX 4		
			122109654	COPIER RELOCATION-FROM CITY HALL TO ANNEX 4		
			122109655	COPIER RELOCATION-FROM CITY HALL TO ANNEX 4		
			122109656	COPIER RELOCATION-FROM CITY HALL TO ANNEX 4		
			122109657	COPIER RELOCATION-FROM CITY HALL TO ANNEX 4		
Remit to: BURLINGTON, NJ					FYTD:	$78,973.46
CAROLE KNOX	217036	04/29/2013	R13-059263	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
CASA FOR RIVERSIDE COUNTY, INC.	9085	04/22/2013	JULY 2012	CASA REIMBURSEMENT-CDBG		$1,174.21
Remit to: INDIO, CA					FYTD:	$1,433.60
CATHOLIC CHARITIES	216936	04/22/2013	JULY-DEC 2012	CATHOLIC CHARITIES REIMBURSEMENT-CDBG		$10,465.39
Remit to: SAN BERNARDINO, CA					FYTD:	$10,465.39

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
CEMEX	216774	04/15/2013	9425650466	PORTLAND CEMENT-MAIN/OP'S		$782.75
Remit to: PASADENA, CA					FYTD:	$18,566.93
CEMEX	216863	04/22/2013	9425779428	PURCHASE PORTLAND CEMENT-MAIN/OP'S		$2,157.80
			9425541759	PURCHASE PORTLAND CEMENT-MAIN/OP'S		
			9425673704	PURCHASE PORTLAND CEMENT-MAIN/OP'S		
			9425730247	PURCHASE PORTLAND CEMENT-MAIN/OP'S		
			9425771449	PURCHASE PORTLAND CEMENT-MAIN/OP'S		
Remit to: PASADENA, CA					FYTD:	$18,566.93
CENTERPOINTE BUSINESS PARK PROPERTY O.A.	217013	04/29/2013	PA04-0063	TRUST ACCT DEPOSIT PARTIAL REFUND		$15,000.00
Remit to: TUSTIN, CA					FYTD:	$15,000.00
CENTRAL CITY ENTERPRISES	217014	04/29/2013	BL#01400-YR2013	REFUND OF OVERPAYMENT FOR BL#01400		$67.75
Remit to: RIVERSIDE, CA					FYTD:	$67.75
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	216775	04/15/2013	04-0312111	PRE-EMPLOYMENT PHYSICAL		$1,093.50
			04-0311044	PRE-EMPLOYMENT PHYSICAL		
			04-0311053	PRE-EMPLOYMENT PHYSICAL		
			04-0311052	PRE-EMPLOYMENT PHYSICAL		
			04-0311054	PRE-EMPLOYMENT PHYSICAL		
			04-0311055	PRE-EMPLOYMENT PHYSICAL		
			04-0311060	PRE-EMPLOYMENT PHYSICAL		
			04-0311045	PRE-EMPLOYMENT PHYSICAL		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	216775	04/15/2013	04-0311043	PRE-EMPLOYMENT PHYSICAL	$1,093.50
			04-0311047	PRE-EMPLOYMENT PHYSICAL	
			04-0312026	PRE-EMPLOYMENT PHYSICAL	
			04-0311061	PRE-EMPLOYMENT PHYSICAL	
			01-0323636	PRE-EMPLOYMENT PHYSICAL	
			04-0310993	PRE-EMPLOYMENT PHYSICAL	
			04-0312110	PRE-EMPLOYMENT PHYSICAL	
			04-0311878	PRE-EMPLOYMENT PHYSICAL	
			04-0311059	PRE-EMPLOYMENT PHYSICAL	
			04-0312025	PRE-EMPLOYMENT PHYSICAL	
			04-0310996	PRE-EMPLOYMENT PHYSICAL	
			01-0323614	PRE-EMPLOYMENT PHYSICAL	
			04-0310997	PRE-EMPLOYMENT PHYSICAL	
			04-0309471	PRE-EMPLOYMENT PHYSICAL	
			04-0310992	PRE-EMPLOYMENT PHYSICAL	
			01-0323613	PRE-EMPLOYMENT PHYSICAL	
			01-0323612	PRE-EMPLOYMENT PHYSICAL	
			04-0311042	PRE-EMPLOYMENT PHYSICAL	
			04-0311075	PRE-EMPLOYMENT PHYSICAL	
			04-0311041	PRE-EMPLOYMENT PHYSICAL	
			04-0311040	PRE-EMPLOYMENT PHYSICAL	
			04-0311076	PRE-EMPLOYMENT PHYSICAL	
			04-0311077	PRE-EMPLOYMENT PHYSICAL	
			04-0311078	PRE-EMPLOYMENT PHYSICAL	

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	216775	04/15/2013	04-0311058	PRE-EMPLOYMENT PHYSICAL		$1,093.50
			04-0311039	PRE-EMPLOYMENT PHYSICAL		
Remit to: RIVERSIDE, CA					FYTD:	$9,071.00
CERTIFIED CREDIT REPORTING, INC	216864	04/22/2013	109133	CREDIT REPORT SVCS-NP		$39.60
Remit to: ONTARIO, CA					FYTD:	$136.32
CHANCY, CHIZURU	216708	04/08/2013	MAR-2013	INSTRUCTOR SVCS-HAWAIIAN DANCE CLASSES		$168.60
Remit to: MORENO VALLEY, CA					FYTD:	$1,332.00
CHAPMAN, STEVE	216686	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: REDLANDS, CA					FYTD:	$2,868.57
CHAPPELL, ISAAC	8954	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
CHARLENE GOFF	216732	04/08/2013	R13-060493	AS REFUND-LIC 1 SN		$15.00
Remit to: MORENO VALLEY, CA					FYTD:	$15.00
CHICAGO TITLE COMPANY	216817	04/15/2013	B1101195	REFUND-BLDG PERMIT OVERPAYMENT		$187.00
Remit to: SAN BERNARDINO, CA					FYTD:	$187.00
CHRIS J. BRADLEY	217008	04/29/2013	CK#2345	REISSUE UNCLAIMED CK#2345 DTD 8/10/09		$71.24
Remit to: PERRIS, CA					FYTD:	$71.24
CHRISTINA VALLE	217072	04/29/2013	1024690	REFUND FOR DRUMS CLASS		$52.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: PERRIS, CA					FYTD:	$52.00
CINTAS CORPORATION	8881	04/01/2013	150796751	UNIFORM RNTL SVC-ST MAINT		$336.17
			150801297	UNIFORM RNTL SVC-FACILITIES		
			150796752	UNIFORM RNTL SVC-CONCRETE MAINT		
			150801287	UNIFORM RNTL SVC-TRAFFIC SIGNAL		
			150801288	UNIFORM RNTL SVC-ST SIGNS/STRIPING		
			150796747	UNIFORM RNTL SVC-ST TREE MAINT		
			150796749	UNIFORM RNTL SVC-ST SWEEPING		
			150796750	UNIFORM RNTL SVC-DRAIN MAINT		
			150796745	UNIFORM RNTL SVC-GRAFFITI RMVL		
			150796746	UNIFORM RNTL SVC-VEHICLE MAINT		
			150796754	UNIFORM RNTL SVC-GOLF COURSE		
			150796748	UNIFORM RNTL SVC-CFD #1		
			150796741	UNIFORM RNTL SVC-PARK MAINT		
			150796742	UNIFORM RNTL SVC-PURCHASING		
			150792184	UNIFORM RNTL SVC-PURCHASING		
Remit to: ONTARIO, CA					FYTD:	$14,574.13
CINTAS CORPORATION	8913	04/08/2013	150810344	UNIFORM RNTL SVC-ST SIGNS/STRIPING		$772.71
			150805878	UNIFORM RNTL SVC-GRAFFITI RMVL		
			150805879	UNIFORM RNTL SVC-VEHICLE MAINT		
			150805880	UNIFORM RNTL SVC-ST TREE MAINT		
			150805882	UNIFORM RNTL SVC-ST SWEEPING		
			150805883	UNIFORM RNTL SVC-DRAIN MAINT		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
CINTAS CORPORATION	8913	04/08/2013	150805884	UNIFORM RNTL SVC-ST MAINT	$772.71
			150805885	UNIFORM RNTL SVC-CONCRETE MAINT	
			150805877	UNIFORM RNTL SVC-ST SIGNS/STRIPING	
			150810343	UNIFORM RNTL SVC-TRAFFIC SIGNAL	
			150801295	UNIFORM RNTL SVC-ST MAINT	
			150796753	UNIFORM RNTL SVC-FACILITIES	
			150801294	UNIFORM RNTL SVC-DRAIN MAINT	
			150801285	UNIFORM RNTL SVC-PARK MAINT	
			150801292	UNIFORM RNTL SVC-CFD #1	
			150801298	UNIFORM RNTL SVC-GOLF COURSE	
			150801289	UNIFORM RNTL SVC-GRAFFITI RMVL	
			150801290	UNIFORM RNTL SVC-VEHICLE MAINT	
			150805886	UNIFORM RNTL SVC-FACILITIES	
			150801293	UNIFORM RNTL SVC-ST SWEEPING	
			150805876	UNIFORM RNTL SVC-TRAFFIC SIGNAL	
			150801296	UNIFORM RNTL SVC-CONCRETE MAINT	
			150801291	UNIFORM RNTL SVC-ST TREE MAINT	
Remit to: ONTARIO, CA				FYTD:	$14,574.13
CINTAS CORPORATION	9025	04/15/2013	150814839	UNIFORM RNTL SVC-TRAFFIC SIGNAL	$224.74
			150765046	UNIFORM RNTL SVC-FACILITIES	
			150814849	UNIFORM RNTL SVC-FACILITIES	
			150810354	UNIFORM RNTL SVC-GOLF COURSE	
			150814840	UNIFORM RNTL SVC-ST SIGNS/STRIPING	

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
CINTAS CORPORATION	9025	04/15/2013	150810348	UNIFORM RNTL SVC-CFD #1	$224.74
			150810353	UNIFORM RNTL SVC-FACILITIES	
			150805887	UNIFORM RNTL SVC-GOLF COURSE	
			150805881	UNIFORM RNTL SVC-CFD #1	
			150810341	UNIFORM RNTL SVC-PARK MAINT	
			150805874	UNIFORM RNTL SVC-PARK MAINT	
Remit to: ONTARIO, CA				FYTD:	$14,574.13
CINTAS CORPORATION	9086	04/22/2013	150819296	UNIFORM RNTL SVC-VEHICLE MAINT	$997.46
			150814846	UNIFORM RNTL SVC-DRAIN MAINT	
			150801286	UNIFORM RNTL SVC-PURCHASING	
			150814848	UNIFORM RNTL SVC-CONCRETE MAINT	
			150819291	UNIFORM RNTL SVC-PARK MAINT	
			150819298	UNIFORM RNTL SVC-CFD #1	
			150819304	UNIFORM RNTL SVC-GOLF COURSE	
			150819293	UNIFORM RNTL SVC-TRAFFIC SIGNAL	
			150814843	UNIFORM RNTL SVC-ST TREE MAINT	
			150819295	UNIFORM RNTL SVC-GRAFFITI RMVL	
			150814845	UNIFORM RNTL SVC-ST SWEEPING	
			150819297	UNIFORM RNTL SVC-ST TREE MAINT	
			150819299	UNIFORM RNTL SVC-ST SWEEPING	
			150819300	UNIFORM RNTL SVC-DRAIN MAINT	
			150819301	UNIFORM RNTL SVC-ST MAINT	
			150819302	UNIFORM RNTL SVC-CONCRETE MAINT	

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
CINTAS CORPORATION	9086	04/22/2013	150819294	UNIFORM RNTL SVC-ST SIGNS/STRIPING	$997.46
			150814837	UNIFORM RNTL SVC-PARK MAINT	
			150805875	UNIFORM RNTL SVC-PURCHASING	
			150814847	UNIFORM RNTL SVC-ST MAINT	
			150814838	UNIFORM RNTL SVC-PURCHASING	
			150814842	UNIFORM RNTL SVC-VEHICLE MAINT	
			150814844	UNIFORM RNTL SVC-CFD #1	
			150814850	UNIFORM RNTL SVC-GOLF COURSE	
			150810345	UNIFORM RNTL SVC-GRAFFITI RMVL	
			150810347	UNIFORM RNTL SVC-ST TREE MAINT	
			150810349	UNIFORM RNTL SVC-ST SWEEPING	
			150810350	UNIFORM RNTL SVC-DRAIN MAINT	
			150810351	UNIFORM RNTL SVC-ST MAINT	
			150810352	UNIFORM RNTL SVC-CONCRETE MAINT	
			150814841	UNIFORM RNTL SVC-GRAFFITI RMVL	
			150810346	UNIFORM RNTL SVC-VEHICLE MAINT	
			150810342	UNIFORM RNTL SVC-PURCHASING	
Remit to: ONTARIO, CA				FYTD:	$14,574.13
CINTAS CORPORATION	9141	04/29/2013	150828255	UNIFORM RNTL SVC-ST SIGNS/STRIPING	$381.26
			150832739	UNIFORM RNTL SVC-FACILITIES	
			150832729	UNIFORM RNTL SVC-TRAFFIC SIGNAL	
			150832730	UNIFORM RNTL SVC-ST SIGNS/STRIPING	
			150828252	UNIFORM RNTL SVC-PARK MAINT	

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
CINTAS CORPORATION	9141	04/29/2013	150828259	UNIFORM RNTL SVC-CFD #1		$381.26
			150828265	UNIFORM RNTL SVC-GOLF COURSE		
			150823821	UNIFORM RNTL SVC-PARK MAINT		
			150832734	UNIFORM RNTL SVC-CFD #1		
			150832727	UNIFORM RNTL SVC-PARK MAINT		
			150819303	UNIFORM RNTL SVC-FACILITIES		
			150828264	UNIFORM RNTL SVC-FACILITIES		
			150823834	UNIFORM RNTL SVC-GOLF COURSE		
			150823828	UNIFORM RNTL SVC-CFD #1		
			150828254	UNIFORM RNTL SVC-TRAFFIC SIGNAL		
			150823824	UNIFORM RNTL SVC-ST SIGNS/STRIPING		
			150823823	UNIFORM RNTL SVC-TRAFFIC SIGNAL		
			150823833	UNIFORM RNTL SVC-FACILITIES		
Remit to: ONTARIO, CA					FYTD:	$14,574.13
CIRCLE POINT	217015	04/29/2013	1026920	REFUND-EXCESS OF RENTAL-CRC		$25.00
Remit to: SACRAMENTO, CA					FYTD:	$25.00
CITRUS BELT CHAPTER, I.C.C.	216558	04/01/2013	FY2012-13	MEMBERSHIP DUES-ANNE SCHNEIDER		$25.00
Remit to: SAN BERNARDINO, CA					FYTD:	$25.00
CITY OF MORENO VALLEY VEBA TRUST	8882	04/01/2013	130321	EXEMPT VEBA		$1,950.00
Remit to: MORENO VALLEY, CA					FYTD:	$165,717.53

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
CITY OF MORENO VALLEY VEBA TRUST	9087	04/22/2013	130404	EXEMPT VEBA		$9,036.29
			2013-00000025	4020 - EXEC VEBA*		
Remit to: MORENO VALLEY, CA					FYTD:	$165,717.53
CITY OF RIVERSIDE	216865	04/22/2013	00211000	SIX SHARED TRAFFIC SIGNAL COSTS-12/27/11-6/27/12		$11,862.72
			00211455	SIX SHARED TRAFFIC SIGNAL COSTS-6/28/12-12/8/12		
Remit to: RIVERSIDE, CA					FYTD:	$11,862.72
CITY OF TUSTIN	216559	04/01/2013	03182013	MEMBERSHIP-2013 CALPACS		$275.00
Remit to: TUSTIN, CA					FYTD:	$275.00
CIVIL SOURCE, INC.	216776	04/15/2013	1041-306-1	PLAN CHECK SVCS-PM 36207		$1,637.50
Remit to: IRVINE, CA					FYTD:	$44,457.50
CLINICA MEDICA PARA TODOS	216818	04/15/2013	BL#12532-2013	REFUND OF OVERPAYMENT FOR B/L#12532		$70.62
Remit to: MORENO VALLEY, CA					FYTD:	$70.62
COLLINS, COLLINS, MUIR & STEWART, LLP	216950	04/29/2013	181770	LEGAL SVCS-CASE #MV1219		$316.75
Remit to: SOUTH PASADENA, CA					FYTD:	$16,745.95
COLONIAL SUPPLEMENTAL INSURANCE	216600	04/01/2013	7133069-0401521	SUPPLEMENTAL INSURANCE		$7,305.81
Remit to: COLUMBIA, SC					FYTD:	$64,360.21
COMMUNITY ASSISTANCE PROGRAM - CAP	9088	04/22/2013	JAN 2013	CAP FOOD PROGRAM-CDBG		$2,522.64

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$22,005.43
COMMUNITY CONNECT	216866	04/22/2013	NOV-2012	211 CALL CENTER INFO/REFERRAL		$2,109.32
			DEC-2012	211 CALL CENTER INFO/REFERRAL		
			JAN-2013	211 CALL CENTER INFO/REFERRAL		
			FEB-2013	211 CALL CENTER INFO/ REFERRAL		
Remit to: RIVERSIDE, CA					FYTD:	$4,206.46
COMMUNITY HEALTH CHARITIES	216560	04/01/2013	130321	CHC CONTRIBUTIONS		$94.00
Remit to: COSTA MESA, CA					FYTD:	$4,298.00
COMMUNITY HEALTH CHARITIES	216867	04/22/2013	2013-00000026	8725 - CH CHARITY		$94.00
Remit to: COSTA MESA, CA					FYTD:	$4,298.00
COMMUNITY HEALTH CHARITIES	216912	04/22/2013	2013-00000004	8725 - CH CHARITY		$94.00
Remit to: COSTA MESA, CA					FYTD:	$4,298.00
COMPEX LEGAL SERVICES, INC.	216561	04/01/2013	19807714	DEFENSE COSTS-KATELYN BALVANEDA		$128.70
Remit to: TORRANCE, CA					FYTD:	$2,283.42
CONTINENTAL WESTERN TRANSPORTATION	216868	04/22/2013	0104784-IN	ASPHALTIC MATERIAL-SURFACE RECYCLING-MAIN/OPS		$4,595.71
Remit to: SAN DIEGO, CA					FYTD:	$9,665.11
CONTINUING EDUCATION OF THE BAR	216777	04/15/2013	10121834	BOOKS, PUBLICATIONS & AUDIOVISUAL-LAW LIB.		$354.86
			10115620	BOOKS/PUBLICATIONS-LAW LIBRARY		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: OAKLAND, CA					FYTD:	$1,626.57
CONTINUING EDUCATION OF THE BAR	216951	04/29/2013	10126878	BOOKS, PUBLICATIONS & AUDIOVISUAL-LAW LIBRARY		$211.18
Remit to: OAKLAND, CA					FYTD:	$1,626.57
CONTRACT CARPET CORP	216612	04/01/2013	BL#14603-YR2013	REFUND OF OVERPAYMENT FOR BL#14603		$79.19
Remit to: ANAHEIM, CA					FYTD:	$79.19
CONTRERAS, SANDRA E.	216991	04/29/2013	4/25/13 MILEAGE	MILEAGE REIMBURSEMENT - VISIO 2010 TRAINING CLASS/SAN DIEGO		$90.15
Remit to: MORENO VALLEY, CA					FYTD:	$306.60
COSTCO	216643	04/08/2013	19462	SNACK SUPPLIES FOR SKATE PARK		$73.02
Remit to: MORENO VALLEY, CA					FYTD:	$14,025.35
COSTCO	216869	04/22/2013	19490	MISC SUPPLIES-A CHILDS PLACE		$1,791.81
Remit to: MORENO VALLEY, CA					FYTD:	$14,025.35
COSTCO	216952	04/29/2013	19514	SNACK SUPPLIES FOR SKATE PARK		$426.05
Remit to: MORENO VALLEY, CA					FYTD:	$14,025.35
COUNSELING TEAM, THE	216562	04/01/2013	20892	EMPLOYEE ASSISTANCE PROGRAM-HR		$1,250.00
Remit to: SAN BERNARDINO, CA					FYTD:	$15,600.00
COUNSELING TEAM, THE	216953	04/29/2013	20999	EMPLOYEE ASSISTANCE SVCS		$1,250.00
Remit to: SAN BERNARDINO, CA					FYTD:	$15,600.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
COUNTRY SQUIRE ESTATES	216644	04/08/2013	FEB 2013	REFUND-UUT EXEMPT RESIDENTS		$84.25
Remit to: ONTARIO, CA					FYTD:	$934.50
COUNTRY SQUIRE ESTATES	216778	04/15/2013	FEB 2013a	REFUND-UUT EXEMPT RESIDENTS		$162.51
			MARCH 2013	REFUND-UUT EXEMPT RESIDENTS		
Remit to: ONTARIO, CA					FYTD:	$934.50
COUNTY OF RIVERSIDE - RMAP	216563	04/01/2013	9990023000-1301	VPN CONNECTION FOR CODE ENFORCEMENT		$57.68
			9990170000-1302	VPN CONNECTION FOR CODE ENFORCEMENT		
			9990170000-1301	VPN CONNECTION FOR CODE ENFORCEMENT		
			9990023000-1302	VPN CONNECTION FOR CODE ENFORCEMENT		
Remit to: RIVERSIDE, CA					FYTD:	$602,504.18
COUNTY OF RIVERSIDE - RMAP	216564	04/01/2013	APR8-12/PEARSON	REGISTR. FEE FOR MOTOR VEH. INSPECTION/T.C.I. COURSE		$347.00
Remit to: RIVERSIDE, CA					FYTD:	$602,504.18
COUNTY OF RIVERSIDE - RMAP	216565	04/01/2013	SH0000021020	LAW ENFORCEMENT SVCS/JAG GRANT 2010-EXTRA DUTY/RANCHO VERDE FTBL		$2,960.38
Remit to: MORENO VALLEY, CA					FYTD:	$602,504.18
COUNTY OF RIVERSIDE - RMAP	216645	04/08/2013	9990085000-1302	RADIO COMM. SERVICES FOR PD MOTORCYCLES		$983.50
Remit to: RIVERSIDE, CA					FYTD:	$602,504.18
COUNTY OF RIVERSIDE - RMAP	216646	04/08/2013	SH0000020818	LAW ENFORCEMENT SVCS/JAG GRANT 2010 - BP #06		$17,643.12
			SH0000020819	LAW ENFORCEMENT SVCS/JAG GRANT 2010 - BP #07		
Remit to: MORENO VALLEY, CA					FYTD:	$602,504.18

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
COUNTY OF RIVERSIDE - RMAP	216870	04/22/2013	SH0000021024	LAW ENFORCEMENT SVCS/JAG GRANT 2010-EXTRA DUTY/RANCHO VERDE BBAL	$3,558.85
			SH0000021195	LAW ENFORCEMENT SVCS/GRANT #PT1303-TRAFFIC ENF OPERATION-2/25/13	
			SH0000021196	LAW ENFORCEMENT SVCS/GRANT #PT1303-DISTR. DRIVING ENF.-2/26/13	
			SH0000021197	LAW ENFORCEMENT SVCS/GRANT #PT1303-DISTR. DRIVING ENF.-3/4/13	
			SH0000021198	LAW ENFORCEMENT SVCS/GRANT #PT1303-TRAFFIC ENF OPERATION-3/5/13	
			SH0000021193	LAW ENFORCEMENT SVCS/GRANT #PT1303-DUI SATURATION PATROL-2/16/13	
			SH0000021192	LAW ENFORCEMENT SVCS/GRANT #PT1303-DISTR. DRIVING ENF.-2/14/13	
			SH0000021194	LAW ENFORCEMENT SVCS/GRANT #PT1303-TRAFFIC ENF OPERATION-2/18/13	
Remit to: MORENO VALLEY, CA				FYTD:	$602,504.18
COUNTY OF RIVERSIDE - RMAP	216992	04/29/2013	SH0000021314	LAW ENFORCEMENT SVCS/GRANT #SC13272-DUI CHECKPOINT 3/1/13	$8,495.50
Remit to: MORENO VALLEY, CA				FYTD:	$602,504.18
COUNTY OF RIVERSIDE-BUILDING & SAFETY	216566	04/01/2013	02262013	COPIES OF COUNTY BUILDING RECORDS 7/1-12/31/12	$61.00
Remit to: RIVERSIDE, CA				FYTD:	$70.00
COURTNEY HILL	216819	04/15/2013	7008307-02	SOLAR INCENTIVE REBATE	$10,946.25
Remit to: MORENO VALLEY, CA				FYTD:	$10,946.25
CREATIVE TOUCH INTERIOR	217016	04/29/2013	BL#01767-YR2013	REFUND OF OVERPAYMENT FOR B/L#01767	$70.26

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: CASTLETON, IN					FYTD:	$70.26
CRIME SCENE STERI-CLEAN, LLC	216758	04/08/2013	31800	BIOHAZARD CLEANING SERVICES FOR PD - 1/30/13		$750.00
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$7,500.00
CRYSTAL RIVERA	216748	04/08/2013	R13-058954	REFUND AS-SPAY/NEUTER DEPOSIT		$75.00
Remit to: MORENO VALLEY, CA					FYTD:	$75.00
CYCLERY USA - RIVERSIDE	216779	04/15/2013	031313184645	BICYCLE EQUIPMENT/ACCESSORIES-POP TEAM		$734.31
Remit to: RIVERSIDE, CA					FYTD:	$5,463.09
D & D SERVICES DBA D & D DISPOSAL, INC.	216647	04/08/2013	21380	ANIMAL REMOVAL-ANIMAL SVCS		$745.00
Remit to: VALENCIA, CA					FYTD:	$7,450.00
D & D SERVICES DBA D & D DISPOSAL, INC.	216954	04/29/2013	33153	DECEASED ANIMAL REMOVAL-ANIMAL SVCS		$745.00
Remit to: VALENCIA, CA					FYTD:	$7,450.00
D&L DEVELOPMENT	216729	04/08/2013	BL#01861-YR2013	REFUND OF OVERPAYMENT FOR BL#01861		$62.77
Remit to: MORENO VALLEY, CA					FYTD:	$62.77
DALE, KATHLEEN	8955	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
DANIEL PERRINO	216846	04/15/2013	MVP63696	REFUND-CITATION PAYMENT		$432.50
Remit to: MORENO VALLEY, CA					FYTD:	$432.50

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
DATA TICKET, INC.	8915	04/08/2013	45634	ADMIN CITATION PROCESSING-ANIMAL SVCS-FEB13		$2,462.15
			45634TPC	THIRD PARTY COLLECTION SVCS-FEB13		
Remit to: NEWPORT BEACH, CA					FYTD:	$168,996.28
DATA TICKET, INC.	9142	04/29/2013	46213TPC	THIRD PARTY COLLECTIONS-MAR13		$511.92
			46214TPC	THIRD PARTY COLLECTIONS-B&S-MAR13		
Remit to: NEWPORT BEACH, CA					FYTD:	$168,996.28
DATA TICKET, INC.	9143	04/29/2013	46216	ADMIN CITATION PROCESSING-PD-MAR13		$4,637.80
			45688MS	MAINTENANCE/SUPPORT-FEB13		
			46213	ADMIN CITATION PROCESSING-ANIMAL SVCS-MAR13		
Remit to: NEWPORT BEACH, CA					FYTD:	$168,996.28
DATAQUICK CORPORATE HEADQUARTERS	216780	04/15/2013	B1-2147725	ON-LINE SOFTWARE SUBCRIPTION-POP UNIT		$130.50
Remit to: LOS ANGELES, CA					FYTD:	$1,305.00
DAVID BELL	217005	04/29/2013	R13-057850	AS REFUND-RABIES DEP		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
DAVID MUSSER	216717	04/08/2013	MAR-2013	INSTRUCTOR SVCS-WATERCOLOR TECHNIQUE CLASS		$420.00
Remit to: MENIFEE, CA					FYTD:	$4,284.00
DAVID MUSSER	216996	04/29/2013	APR-2013	INSTRUCTOR SVCS-WATERCOLOR TECHNIQUE CLASS		$336.00
Remit to: MENIFEE, CA					FYTD:	$4,284.00
DAVID RAMEY	217050	04/29/2013	R13-059816	AS REFUND-S/N DEPOSIT		$75.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: PALM SPRINGS, CA					FYTD:	$75.00
DAVID TINKER	216917	04/22/2013	REIMB. 3/24-3/28	REIMBURSE LODGING COST DURING TRAINING-ORIG. CC CHARGE REJECTED		$619.50
Remit to: MORENO VALLEY, CA					FYTD:	$869.50
DAVID TURCH & ASSOCIATES	216781	04/15/2013	MAR. 2013	FEDERAL LEGISLATIVE ADVOCATE SERVICES 3/1-3/31/13		$8,333.34
			APR. 2013	FEDERAL LEGISLATIVE ADVOCATE SERVICES 4/1-4/30/13		
Remit to: WASHINGTON, DC					FYTD:	$41,666.70
DAVID W. MOORE	216845	04/15/2013	MV2120523010	REFUND-CITATION OVERPAYMENT		$115.00
Remit to: RIVERSIDE, CA					FYTD:	$115.00
DEBINAIRE COMPANY	216955	04/29/2013	138870	REBUILD BOILER CIRCULATING PUMP-PSB		$1,392.12
			139287	REPLACED BOILER PUMP/IMPELLER/3J INSERT-EOC		
Remit to: CORONA, CA					FYTD:	$4,337.10
DELTA DENTAL OF CALIFORNIA	8883	04/01/2013	BE000516120	EMPLOYEE DENTAL INSURANCE		$10,856.33
Remit to: SAN FRANCISCO, CA					FYTD:	$103,983.37
DELTACARE USA	216993	04/29/2013	5275187	EMPLOYEE DENTAL INSURANCE		$5,533.43
Remit to: LOS ANGELES, CA					FYTD:	$56,643.00
DENNIS GRUBB & ASSOCIATES, LLC	8884	04/01/2013	1180	PLAN REVIEW SVCS-FIRE PREVENTION		$4,075.00
Remit to: MIRA LOMA, CA					FYTD:	$107,440.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
DENNIS GRUBB & ASSOCIATES, LLC	9026	04/15/2013	1182	PLAN REVIEW SVCS-FIRE PREVENTION		$6,740.00
Remit to: MIRA LOMA, CA					FYTD:	$107,440.00
DENNIS GRUBB & ASSOCIATES, LLC	9090	04/22/2013	1184	PLAN REVIEW SVCS-FIRE PREVENTION		$7,100.00
Remit to: MIRA LOMA, CA					FYTD:	$107,440.00
DEPARTMENT OF CONSERVATION	216710	04/08/2013	1ST QTR 2013	SMI FEES FOR 1/1/13-3/31/13		$9,200.47
Remit to: SACRAMENTO, CA					FYTD:	$19,039.70
DIGITAL TELECOMMUNICATIONS CORP.	8885	04/01/2013	14406	VOICE AND DATA CABLING FOR ANNEX 1		$1,872.00
Remit to: VAN NUYS, CA					FYTD:	$19,968.00
DIVERSIFIED REAL ESTATE SERVICES, INC	216613	04/01/2013	BL#11729-YR2013	REFUND OF OVERPAYMENT		$75.00
Remit to: MORENO VALLEY, CA					FYTD:	$75.00
DIVISION OF THE STATE ARCHITECT	216956	04/29/2013	1ST QTR 2013	STATE PORTION OF DISABILITY ACCESS & EDUC FEES 1/1-3/31/13		$1,425.30
Remit to: SACRAMENTO, CA					FYTD:	$1,425.30
DLS LANDSCAPE, INC	8886	04/01/2013	13859	LANDSCAPE MAINT-ZONE A		$12,390.00
			13858	LANDSCAPE MAINT-CFD #1		
Remit to: REDLANDS, CA					FYTD:	$123,900.00
DLS LANDSCAPE, INC	9144	04/29/2013	13917	LANDSCAPE MAINT-CFD #1		$12,390.00
			13918	LANDSCAPE MAINT-ZONE A		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: REDLANDS, CA					FYTD:	$123,900.00
DMC DESIGN GROUP, INC	8916	04/08/2013	2013-029	CONSULTING SERVICES, ADMINISTRATIVE - CACTUS/NASON		$3,629.50
Remit to: CORONA, CA					FYTD:	$110,233.01
DORY, ALLEEN F.	216687	04/08/2013	130401	RETIREE MED APR '13		$146.32
Remit to: HEMET, CA					FYTD:	$2,914.03
DREXLER, DAVID	216803	04/15/2013	4/22-4/26/13	TRAVEL PER DIEM-OFFICER INVOLVED SHOOTING & FORCE INVESTIG. TRNG		$250.00
Remit to: MORENO VALLEY, CA					FYTD:	$250.00
DURAN, BLANCA	216711	04/08/2013	MAR-2013	INSTRUCTOR SVCS-FOLKLORIC DANCE CLASS		$147.00
Remit to: MORENO VALLEY, CA					FYTD:	$1,449.00
DURAN, BLANCA	216994	04/29/2013	APR-2013	INSTRUCTOR SVCS-FOLKLORIC DANCE CLASS		$126.00
Remit to: MORENO VALLEY, CA					FYTD:	$1,449.00
E.R. BLOCK PLUMBING & HEATING, INC.	8887	04/01/2013	111692	BACKFLOW REPAIR-GATEWAY PARK		$1,308.00
			111693	BACKFLOW REPAIR-PARK CONTRACT AREAS		
			111695	BACKFLOW REPAIR-GATEWAY PARK		
			111694	BACKFLOW REPAIR-PARK-WATERFORD WY		
Remit to: RIVERSIDE, CA					FYTD:	$45,251.06
E.R. BLOCK PLUMBING & HEATING, INC.	8917	04/08/2013	111779	BACKFLOW DEVICE TESTS-VRS LOCATIONS		$160.00
			111407	BACKFLOW DEVICE TESTS-ZONES D, M, NPDES		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$45,251.06
E.R. BLOCK PLUMBING & HEATING, INC.	9027	04/15/2013	111714	REPLACED STOLEN BACKFLOW-BETHUNE PARK		$2,508.11
			111601	BACKFLOW DEVICE TESTS-FIRE STN 48		
			111593	BACKFLOW DEVICE TESTS-PSB		
			111591	BACKFLOW DEVICE TESTS-ANIMAL SVCS		
			111603	BACKFLOW DEVICE TESTS-VRS LOCATIONS		
			111858	BACKFLOW DEVICE TEST-MORGAN-CFD #1		
			111857	REPAIRED BACKFLOW DEVICE-BALBOA LN-PARKS		
			111629	BACKFLOW DEVICE TESTS-VRS LOCATIONS		
Remit to: RIVERSIDE, CA					FYTD:	$45,251.06
E.R. BLOCK PLUMBING & HEATING, INC.	9091	04/22/2013	111602	BACKFLOW DEVICE TEST-MVU FIELD OFFICE		$20.00
Remit to: RIVERSIDE, CA					FYTD:	$45,251.06
E.R. BLOCK PLUMBING & HEATING, INC.	9145	04/29/2013	111838	BACKFLOW DEVICE TESTS-VRS LOCATIONS-PARKS		$223.30
			112053	REPAIRED BACKFLOW-MV COMMUNITY PARK		
			111592	BACKFLOW DEVICE TESTS-FIRE STN 91		
Remit to: RIVERSIDE, CA					FYTD:	$45,251.06
EASTERN MUNICIPAL WATER DISTRICT	216567	04/01/2013	MAR-13 4/1/13	WATER CHARGES		$21,960.48
Remit to: PERRIS, CA					FYTD:	$1,251,298.98

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
EASTERN MUNICIPAL WATER DISTRICT	216648	04/08/2013	MAR-13 4/8/13	WATER CHARGES		$4,527.85
Remit to: PERRIS, CA					FYTD:	$1,251,298.98
EASY TURF, INC.	216763	04/08/2013	Q1129	SYNTHETIC TURF AT MARCH SOCCER ARENA		$13,568.40
			Q1128	SYNTHETIC TURF AT TGCC		
Remit to: VISTA, CA					FYTD:	$13,568.40
EBARISTO RAMIREZ	217052	04/29/2013	ACCT 7010605-04	SOLAR INCENTIVE REBATE		$14,000.00
Remit to: MORENO VALLEY, CA					FYTD:	$14,000.00
ECOLAB, INC	217017	04/29/2013	BL#02198-YR2013	REFUND OF OVERPAYMENT FOR BL#02198		$72.45
Remit to: SAINT PAUL, MN					FYTD:	$72.45
EDGELANE MOBILE PARK	9028	04/15/2013	JAN 2013a	REFUND-UUT FOR EXEMPT RESIDENTS		$18.13
Remit to: LOS ANGELES, CA					FYTD:	$146.11
EDNA RICE	216755	04/08/2013	1023244	REFUND-CANCELLED CONTRACT CLASS		$42.00
Remit to: MORENO VALLEY, CA					FYTD:	$42.00
EDWARD'S GLASS & ALUMINUM	217018	04/29/2013	BL#02221-YR2013	REFUND OF OVERPAYMENT FOR B/L#02221		$93.00
Remit to: MORENO VALLEY, CA					FYTD:	$93.00
EGGERSTEN, ANNE	216688	04/08/2013	130401	RETIREE MED APR '13		$255.43
Remit to: RANCHO MIRAGE, CA					FYTD:	$2,623.87
EL SUPER #34	217019	04/29/2013	BL#22420-YR2013	REFUND OF OVERPAYMENT FOR BL#22420		$300.87

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: PARAMOUNT, CA					FYTD:	$300.87
ELISA CONTRERAS	217069	04/29/2013	1019243	REFUND-CANCELLED CONTRACT CLASS		$48.00
Remit to: PERRIS, CA					FYTD:	$48.00
ELITE 88 CONSTRUCTION	216614	04/01/2013	BL#25241-YR2013	REFUND OF OVERPAYMENT FOR BL#25241		$58.00
Remit to: IRVINE, CA					FYTD:	$58.00
ELIZABETH MONTES	217041	04/29/2013	R13-059840	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
ELIZABETH RUBALCAVA	217056	04/29/2013	R13-059329	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
EMPLOYMENT DEVELOPMENT DEPARTMENT	9079	04/02/2013	S130401	DEPOSIT TO STATE ACCOUNT		$500.00
Remit to: WEST SACRAMENTO, CA					FYTD:	$836,642.59
EMPLOYMENT DEVELOPMENT DEPARTMENT	9186	04/26/2013	2013-00000043	CA TAX - STATE TAX WITHHOLDING*		$1,029.64
Remit to: WEST SACRAMENTO, CA					FYTD:	$836,642.59
ENCO UTILITY SERVICES MORENO VALLEY LLC	9146	04/29/2013	0402-MF-01443A	SOLAR METER INSTALLATION-28327 TRISTAN DR		$633.00
Remit to: ANAHEIM, CA					FYTD:	$2,158,084.83
ERICKSON-HALL CONSTRUCTION CO	216731	04/08/2013	BL#07931-YR2013	REFUND OF PAYMENT BUSINESS CLOSED FOR BL#07931		$91.90

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: ESCONDIDO, CA					FYTD:	$91.90
ESGIL CORPORATION	9147	04/29/2013	03133346	PLAN CHECK SVCS-B&S-MAR13		$487.50
Remit to: SAN DIEGO, CA					FYTD:	$3,862.57
EVANS ENGRAVING & AWARDS	8888	04/01/2013	21813-13	NAME PLATES		$25.92
Remit to: MORENO VALLEY, CA					FYTD:	$1,545.84
EVANS ENGRAVING & AWARDS	8919	04/08/2013	31113-5	PLAQUE-EMPLOYEE OF THE QTR		$37.80
Remit to: MORENO VALLEY, CA					FYTD:	$1,545.84
EVANS ENGRAVING & AWARDS	9093	04/22/2013	4032013-2	NAMEPLATE-TRANSPORTATION		$12.96
Remit to: MORENO VALLEY, CA					FYTD:	$1,545.84
EVELYN COLLETT	216727	04/08/2013	R13-058753	REF ADOPTION, INCLUDING VACCINES, LICENSE		$66.00
Remit to: MORENO VALLEY, CA					FYTD:	$66.00
EVELYN COLLETT	216728	04/08/2013	R13-059851	REFUND AS-PTS FEE		$23.00
Remit to: MORENO VALLEY, CA					FYTD:	$23.00
EVERLAST HOME ENERGY SOLUTIONS	216615	04/01/2013	BL#25171-YR2013	REFUND OF OVERPAYMENT FOR BL#25171		$80.28
Remit to: ANAHEIM, CA					FYTD:	$80.28
EXCEED	216712	04/08/2013	04202013	REGIS-ANNUAL AWARDS CELEB & DANCE-MAYOR OWINGS		$20.00
Remit to: HEMET, CA					FYTD:	$20.00
EXCEL LANDSCAPE, INC	216649	04/08/2013	75769	LANDSCAPE IRRIGATION REPAIR-NPDES WQB		$10,534.99

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
EXCEL LANDSCAPE, INC	216649	04/08/2013	75770	LANDSCAPE IRRIGATION REPAIRS-ZONE E-7		$10,534.99
			75847	LANDSCAPE MAINT-ZONE E-7		
			75854	LANDSCAPE MAINT-NPDES WQB		
Remit to: CORONA, CA					FYTD:	$98,869.69
EXCEL LANDSCAPE, INC	216782	04/15/2013	76069	LANDSCAPE IRRIGATION REPAIR-WQB		$52.08
Remit to: CORONA, CA					FYTD:	$98,869.69
EXCEL LANDSCAPE, INC	216872	04/22/2013	76205	LANDSCAPE MAINT-NPDES WQB		$10,102.95
			76198	LANDSCAPE MAINT-ZONE E-7		
Remit to: CORONA, CA					FYTD:	$98,869.69
FAIR HOUSING COUNCIL OF RIV CO, INC.	9094	04/22/2013	7 JAN 13 (FH)	FAIR HOUSING DISCRIMINATION PROGRAM		$9,623.08
			8 FEB 13 (FH)	FAIR HOUSING DISCRIMINATION PROGRAM		
			7 JAN 13 (LM)	FORECLOSURE PREVENTION/LOSS MITIGATION-CDBG		
			8 FEB 13 (LM)	FORECLOSURE PREVENTION/LOSS MITIGATION-CDBG		
			7 JAN 13 (LT)	LANDLORD/TENANT MEDIATION PROGRAM-CDBG		
Remit to: RIVERSIDE, CA					FYTD:	$51,991.18
FAIRFIELD, CAROL	216689	04/08/2013	130401	MAR-MAY '13, PD APR '13		$419.60
Remit to: RIVERSIDE, CA					FYTD:	$1,057.06
FAMILY FISH MARKET	216616	04/01/2013	BL#19188-YR2013	REFUND OF OVERPAYMENT FOR BL#19188		$97.59
Remit to: MORENO VALLEY, CA					FYTD:	$97.59
FEENSTRA, JOHN	8956	04/08/2013	130401	RETIREE MED APR '13		$361.25

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: REDLANDS, CA					FYTD:	$3,251.25
FEHR & PEERS	9095	04/22/2013	85984	PROFESSIONAL CONSULTANT SCVS-1/26/13-2/22/13		$7,062.26
Remit to: RIVERSIDE, CA					FYTD:	$14,843.89
FIRST AMERICAN CORE LOGIC, INC.	217073	04/29/2013	80790572	REAL QUEST ONLINE PROPERTY SEARCH-CODE		$640.00
			80790575	REAL QUEST ONLINE PROPERTY SEARCH-CODE		
Remit to: SANTA ANA, CA					FYTD:	$6,400.00
FIRST CHOICE SERVICES	9029	04/15/2013	521826	EMPLOYEE PAID COFFEE SVC-CITY HALL		$359.81
			521816	EMPLOYEE PAID COFFEE SVC-CITY YARD		
Remit to: ONTARIO, CA					FYTD:	$7,472.96
FIRST CHOICE SERVICES	9148	04/29/2013	523404	EMPLOYEE PAID COFFEE SVC-CITY HALL		$664.06
			521827	EMPLOYEE PAID COFFEE SVC-CITY HALL		
			524030	EMPLOYEE PAID COFFEE SVC-CITY HALL		
			523403	EMPLOYEE PAID COFFEE SVC-CITY HALL		
			521824	EMPLOYEE PAID COFFEE SVC-CITY HALL		
			821243	EMPLOYEE PAID COFFEE SVC-CITY HALL		
			520287	EMPLOYEE PAID COFFEE SVC-TS ANNEX		
			521825	EMPLOYEE PAID COFFEE SVC-CITY HALL		
Remit to: ONTARIO, CA					FYTD:	$7,472.96
FITNESS 19 CA 155 11C	216568	04/01/2013	130321	GYM MEMBERSHIP DEDUCTIONS		$199.00
Remit to: MORENO VALLEY, CA					FYTD:	$1,998.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
FITNESS 19 CA 155 11C	216873	04/22/2013	2013-00000027	8730 - GYM MEMBERSHIP*		$205.00
Remit to: MORENO VALLEY, CA					FYTD:	$1,998.00
FOSTER, NANCY A.	8957	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: GRASS VALLEY, CA					FYTD:	$2,868.57
FOSTER, ZACHARY F.	8958	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: GRASS VALLEY, CA					FYTD:	$2,231.11
FRANCHISE TAX BOARD	216569	04/01/2013	130321	GARNISHMENT		$412.03
Remit to: SACRAMENTO, CA					FYTD:	$6,621.59
FRANCHISE TAX BOARD	216874	04/22/2013	2013-00000036	1015 - GARNISHMENT - CREDITOR %		$290.00
Remit to: SACRAMENTO, CA					FYTD:	$6,621.59
FRANCHISE TAX BOARD	216913	04/22/2013	2013-00000005	1015 - GARNISHMENT - CREDITOR %*		$411.03
Remit to: SACRAMENTO, CA					FYTD:	$6,621.59
FRANKLIN, L. C.	216713	04/08/2013	MAR-13 MILEAGE	MILEAGE REIMBURSEMENT		$162.72
Remit to: PERRIS, CA					FYTD:	$1,559.75
FRAZEE INDUSTRIES, INC	216650	04/08/2013	9530501080511	GRAFFITI REMOVAL PRODUCST		$1,925.51
			9530501081400	GRAFFITI REMOVAL PRODUCTS		
			9530501082950	GRAFFITI REMOVAL PRODUCTS		
			9530501089380	GRAFFITI REMOVAL PRODUCTS		
			9530501089540	GRAFFITI REMOVAL PRODUCTS		
			9530501077700	GRAFFITI REMOVAL PRODUCTS		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: LOS ANGELES, CA					FYTD:	$6,515.01
FRESQUEZ, HANNAH	216875	04/22/2013	040713	SPORTS OFFICIATING SERVICES-SOFTBALL		$40.00
Remit to: MORENO VALLEY, CA					FYTD:	$360.00
FRESQUEZ, JOHN	216876	04/22/2013	040713	SPORTS OFFICIATING SERVICES-SOFTBALL		$60.00
Remit to: MORENO VALLEY, CA					FYTD:	$1,520.00
FRIENDS OF THE MV SENIOR CENTER	9096	04/22/2013	2012-2013-1	EXPENSES FOR JUL-SEPT 2012/CDBG PROG SVCS		$8,000.00
Remit to: MORENO VALLEY, CA					FYTD:	$36,500.00
GALLEGOS, TINA M.	216601	04/01/2013	4/8-4/11/13	TRAVEL PER DIEM-CHAMELEON CONFERENCE		$248.50
Remit to: PERRIS, CA					FYTD:	$248.50
GALLS INC., INLAND UNIFORM	9149	04/29/2013	307581	UNIFORM REPLACEMENT-SET		$426.38
			261527	UNIFORM REPLACEMENT-POP UNIT		
Remit to: PASADENA, CA					FYTD:	$4,733.04
GALLS INC., INLAND UNIFORM	216932	04/22/2013	261548	UNIFORM PURCHASE/REPLACEMENT-POP UNIT		$493.43
			306419	UNIFORM REPLACEMENT-TRAFFIC UNIT		
Remit to: PASADENA, CA					FYTD:	$4,733.04
GENERAL SECURITY SERVICES, INC.	9030	04/15/2013	173477	SECURITY SVCS-LIBRARY 3/24-3/30/13		$122.72
Remit to: WILMINGTON, CA					FYTD:	$42,553.17

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
GENERAL SECURITY SERVICES, INC.	9097	04/22/2013	173551	SECURITY SVCS-LIBRARY-4/2-4/6/13		$1,135.16
			173476	SECURITY SVCS-CRC 3/24-3/30/13		
			173454	SECURITY SVCS-CRC SPECIAL EVENTS 3/29/13		
			173408	SECURITY SVCS-CRC 3/17-3/23/13		
Remit to: WILMINGTON, CA					FYTD:	$42,553.17
GENERAL SECURITY SERVICES, INC.	216651	04/08/2013	173231	SECURITY SVCS-LIBRARY (2/24-3/2/13)		$2,040.22
			173410	SECURITY SVCS-MVU-3/17>3/23/13		
			173411	SECURITY SVCS-LIBRARY (3/17-3/23/13)		
			173288	SECURITY SVCS-LIBRARY (3/3-3/9/13)		
			173146	SECURITY SVCS-LIBRARY (2/17-2/23/13)		
			173086	SECURITY SVCS-LIBRARY (2/10-2/16/13)		
			173285	SECURITY SVCS-CRC-3/4>3/7/13		
			173287	SECURITY SVCS-SENIOR CTR RENTALS		
			173286	SECURITY SVCS-CRC SPECIAL EVENTS		
			173228	SECURITY SVCS-CRC-2/25>2/28/13		
			173338	SECURITY SVCS-LIBRARY (3/10-3/16/13)		
Remit to: WILMINGTON, CA					FYTD:	$42,553.17
GENERAL SECURITY SERVICES, INC.	216760	04/08/2013	173229	SECURITY SVCS-CRC SPECIAL EVENTS		$398.84
Remit to: WILMINGTON, CA					FYTD:	$42,553.17
GIBBS, GIDEN, LOCHER,TURNER, SENET & WITTBRODT LLP	8920	04/08/2013	219137-002	PROFESSIONAL LEGAL SERVICES - DAY STREET (AEI-CASC)		$7,186.83

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
Remit to: LOS ANGELES, CA				FYTD:	$207,686.10
GIBBS, GIDEN, LOCHER,TURNER, SENET & WITTBRODT LLP	9031	04/15/2013	219137-004	LEGAL SVCS-LINEAR PARK BOND SAFEGUARD	$20,733.33
Remit to: LOS ANGELES, CA				FYTD:	$207,686.10
GIBBS, GIDEN, LOCHER,TURNER, SENET & WITTBRODT LLP	9098	04/22/2013	217939-005	PROFESSIONAL LEGAL SERVICES - ANNUAL ADA (GOLDEN STATE CONST.)	$9,221.77
			219137-005	PROFESSIONAL LEGAL SERVICES - ANNUAL ADA (GOLDEN STATE CONST.)	
			218797-004	PROFESSIONAL LEGAL SERVICES - ANNUAL ADA (GOLDEN STATE CONS.)	
			218460-005	PROFESSIONAL LEGAL SERVICES - ANNUAL ADA (GOLDEN STATE CONS)	
Remit to: LOS ANGELES, CA				FYTD:	$207,686.10
GINGI FULCHER	217070	04/29/2013	1027383	REFUND-CANCELLED CONTRACT CLASS	$87.00
Remit to: MORENO VALLEY, CA				FYTD:	$87.00
GONZALES, DOMILENA R.	8959	04/08/2013	130401	RETIREE MED APR '13	$318.73
Remit to: MORENO VALLEY, CA				FYTD:	$2,549.84
GONZALES, LORENZ R.	216804	04/15/2013	1/2/13-3/28/13	MILEAGE REIMBURSEMENT	$199.45
Remit to: WILDOMAR, CA				FYTD:	$692.30
GORM INC.	216958	04/29/2013	200285	JANITORIAL SUPPLIES-CITY PARKS	$1,291.49
Remit to: ONTARIO, CA				FYTD:	$5,076.24
GOZDECKI, DAN	9032	04/15/2013	APR-2013 ADULT	INSTRUCTOR SVCS-KUNG FU CLASS	$594.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
GOZDECKI, DAN	9032	04/15/2013	APR-2013 YOUTH	INSTRUCTOR SVCS-KUNG FU CLASS		$594.00
Remit to: MORENO VALLEY, CA					FYTD:	$5,249.40
GRAND OPENINGS DOORS & WINDOWS	216617	04/01/2013	BL#25818-YR2013	REFUND OF OVERPAYMENT FOR BL#25818		$60.00
Remit to: POMONA, CA					FYTD:	$60.00
GRAVES & KING, LLP	216570	04/01/2013	1301-0009442	LEGAL SVCS-MV1261		$2,535.36
Remit to: RIVERSIDE, CA					FYTD:	$2,535.36
GRIFFIN, MARLENE C	8960	04/08/2013	130401	RETIREE MED APR '13		$255.43
Remit to: GREEN VALLEY, AZ					FYTD:	$2,615.37
GRUBE, PATTY	216918	04/22/2013	5/2-5/3/13	TRAVEL PER DIEM & MILEAGE-BOOST CONFERENCE		$161.31
Remit to: MORENO VALLEY, CA					FYTD:	$246.31
GUARDSMARK	8890	04/01/2013	5311118	SECURITY SVCS-CITY HALL-3/3/13-3/9/13		$714.40
			111075	SECURITY SVCS-CITY HALL-3/10/13-3/16/13		
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$16,440.13
GUARDSMARK	8921	04/08/2013	5313118	SECURITY SVCS-CITY HALL-3/17-3/23/13		$357.20
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$16,440.13
GUARDSMARK	9033	04/15/2013	5314119	SECURITY SVCS-CITY HALL 3/24-3/30/13		$785.84
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$16,440.13
GUARDSMARK	9099	04/22/2013	5315118	SECURITY SVCS-CITY HALL 3/31-4/6/13		$357.20

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$16,440.13
GUILLAN, REBECCA S.	8961	04/08/2013	130401	MAR '13, PD APR '13		$291.38
Remit to: ADVANCE, NC					FYTD:	$2,532.07
GUILLEN, RUTH	8904	04/01/2013	4/8-4/11/13	TRAVEL PER DIEM-CHAMELEON CONFERENCE		$248.50
Remit to: MORENO VALLEY, CA					FYTD:	$372.00
GUTIERREZ, ROBERT	8962	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: LA VERNE, CA					FYTD:	$2,868.57
GWEN ROBINSON	216749	04/08/2013	R13-057163	REFUND AS-RABIES AND SPAY/NEUTER DEP		$95.00
Remit to: RIVERSIDE, CA					FYTD:	$95.00
H & P NAILS	217024	04/29/2013	BL#09738-YR2013	REFUND OF OVERPAYMENT FOR BL#09738		$90.00
Remit to: RIVERSIDE, CA					FYTD:	$90.00
H & R BLOCK	217025	04/29/2013	BL#00901-YR2013	REFUND OF OVERPAYMENT FOR B/L#00901		$61.00
Remit to: KANSAS CITY, MO					FYTD:	$61.00
HABITAT FOR HUMANITY RIVERSIDE	216933	04/22/2013	NOV 2012	HELPING HANDS REIMBURSEMENT		$729.73
			DEC 2012	HELPING HANDS REIMBURSEMENT		
			JAN 2013	HELPING HANDS REIMBURSEMENT		
			FEB 2013	HELPING HANDS REIMBURSEMENT		
Remit to: RIVERSIDE, CA					FYTD:	$13,216.57

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
HAIR PERFECT	217026	04/29/2013	BL#14637-YR2013	REFUND OF OVERPAYMENT FOR BL#14637		$83.37
Remit to: MORENO VALLEY, CA					FYTD:	$83.37
HAMLIN, WILLIAM R.	8963	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: BEAUMONT, CA					FYTD:	$2,868.57
HANES, MARTIN D.	8964	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
HAPPY TIME BOOK STORE	217027	04/29/2013	BL#02963-YR2013	REFUND OF OVERPAYMENT FOR BL#02963		$67.82
Remit to: MORENO VALLEY, CA					FYTD:	$67.82
HARDING, JOHN	216690	04/08/2013	13041	RETIREE MED APR '13		$318.73
Remit to: BANNING, CA					FYTD:	$2,868.57
HARTLEY PARENT	216744	04/08/2013	R13-058738	REFUND AS-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
HATFIELD, CHARLES	8965	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: LAS VEGAS, NV					FYTD:	$2,868.57
HAUN, DORATHY	216602	04/01/2013	4/8-4/11/13	TRAVEL PER DIEM-CHAMELEON CONFERENCE		$248.50
Remit to: NUEVO, CA					FYTD:	$248.50
HAYWARD TILTON & ROLAPP INS. ASSOC., INC	9100	04/22/2013	365449	RENEWAL-EARTHQUAKE & FLOOD INSURANCE-POLICY#SSE7551601		$9,958.80
Remit to: ANAHEIM, CA					FYTD:	$9,958.80

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
HCR HOMES AND LAND, INC	217029	04/29/2013	BL#21047-YR2013	REFUND OF OVERPAYMENT FOR BL#21047		$61.00
Remit to: MORENO VALLEY, CA					FYTD:	$61.00
HDL SOFTWARE LLC	216652	04/08/2013	0008950-IN	PROGRAM BL SOFTWARE-SB1186 COMPLIANCE		$500.00
Remit to: DIAMOND BAR, CA					FYTD:	$13,352.79
HEACOCK CHIROPRACTIC CENTER	216618	04/01/2013	BL#22704-YR2013	REFUND OF OVERPAYMENT FOR BL#22704		$63.61
Remit to: MORENO VALLEY, CA					FYTD:	$63.61
HEFFLEY, ROSS W.	8966	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: HEMET, CA					FYTD:	$2,868.57
HERRICK, ROBERT D.	216692	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
HETHERMAN, ANTHONY CHRISTOPHER	9151	04/29/2013	4/18/13 MILEAGE	MILEAGE REIMBURSEMENT - DEPOSITION FOR CITY CASE		$29.38
Remit to: TEMECULA, CA					FYTD:	$231.28
HILTY'S ELECTRIC - CALIFORNIA, INC	216619	04/01/2013	BL#12044-YR2013	REFUND OF OVER PAYMENT FOR BL#12044		$99.82
Remit to: SCOTTSDALE, AZ					FYTD:	$99.82
HLP, INC.	8922	04/08/2013	8243	WEB LICENSE ANNUAL SVC FEE		$3,955.85
			8213	WEB LICENSING MONTHLY SVCS-NOV12>FEB13		
Remit to: LITTLETON, CO					FYTD:	$21,679.95
HLP, INC.	9153	04/29/2013	8376	WEB LICENSING MONTHLY SVCS-MAR13		$38.50

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: LITTLETON, CO					FYTD:	$21,679.95
HODGE PRODUCTS, INC.	8923	04/08/2013	0303177-IN	LOCKS FOR CITY PARKS		$443.02
Remit to: EL CAJON, CA					FYTD:	$741.59
HOLT, ANITRA N	216693	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: CLERMONT, FL					FYTD:	$956.19
HONDA YAMAHA OF REDLANDS	9034	04/15/2013	14787	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		$471.20
Remit to: REDLANDS, CA					FYTD:	$22,304.39
HONDA YAMAHA OF REDLANDS	216571	04/01/2013	13775	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		$895.46
Remit to: REDLANDS, CA					FYTD:	$22,304.39
HONDA YAMAHA OF REDLANDS	216877	04/22/2013	12975	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		$42.48
Remit to: REDLANDS, CA					FYTD:	$22,304.39
HONDA YAMAHA OF REDLANDS	216959	04/29/2013	16444	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		$766.90
Remit to: REDLANDS, CA					FYTD:	$22,304.39
HOUSE OF BEAUTY #2	217031	04/29/2013	BL#20716-YR2013	REFUND OF OVERPAYMENT FOR B/L#20716		$60.73
Remit to: MORENO VALLEY, CA					FYTD:	$60.73
HOUSE OF BEAUTY #3	217032	04/29/2013	BL#21911-YR2013	REFUND OF OVERPAYMENT FOR B/L#21911		$61.00
Remit to: RIVERSIDE, CA					FYTD:	$61.00
HOUSER, EDITH E.	216694	04/08/2013	130401	RETIREE MED APR '13		$318.73

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
HUNSAKER & ASSOCIATES, INC.	216783	04/15/2013	13020290	PLAN CHECK SVCS-PM 36511		$3,525.31
			13020291	MAP REVIEW-PA05-0135/TR 32556		
			13020289	PLAN CHECK SVCS-PM 36511		
Remit to: IRVINE, CA					FYTD:	$84,016.31
ICMA RETIREMENT CORP	9062	04/05/2013	2013-00000009	8030 - DEF COMP 457 - ICMA		$13,707.14
Remit to: BALTIMORE, MD					FYTD:	$202,743.46
ICMA RETIREMENT CORP	9177	04/19/2013	2013-00000031	8030 - DEF COMP 457 - ICMA		$13,707.14
Remit to: BALTIMORE, MD					FYTD:	$202,743.46
ICR DOORS	9101	04/22/2013	637	AUTOMATIC GATE MAINT-FS#2		$480.00
			636	AUTOMATIC GATE MAINT-FS#48		
			635	AUTOMATIC GATE MAINT-FS#65		
			633	AUTOMATIC GATE MAINT-FS#58		
Remit to: UPLAND, CA					FYTD:	$6,928.97
IES COMMERCIAL, INC	216653	04/08/2013	93681	REMOVE & RELOCATE EXISTING ACCESS CONTROL SYSTEM TO ANNEX 1		$7,978.86
Remit to: TEMPE, AZ					FYTD:	$13,314.93
IES COMMERCIAL, INC	216784	04/15/2013	96977	INSTALLED NEW SLIDER DOOR @ PSB		$4,093.87
			96975	REPAIR OF POWER SUPPLY-PSB ALUM DOOR		
Remit to: TEMPE, AZ					FYTD:	$13,314.93

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
IL SORRENTO MOBILE PARK	216654	04/08/2013	FEB 2013	REFUND-UUT FOR EXEMPT RESIDENTS		$113.49
Remit to: MORENO VALLEY, CA					FYTD:	$1,081.70
ING USA ANNUITY & LIFE INSURANCE CO.	216878	04/22/2013	2013-00000028	8792 - ING - EMPLOYEE *		$325.00
Remit to: DES MOINES, IA					FYTD:	$3,775.00
INLAND EMPIRE ARCHITECTURAL SPECIALTIES, INC	216620	04/01/2013	BL#03313-YR2013	REFUND OF OVERPAYMENT FOR BL#03313		$108.00
Remit to: RIVERSIDE, CA					FYTD:	$108.00
INLAND EMPIRE MAGAZINE	216572	04/01/2013	INV33256	IE MAG-CMO AD-FEB13		$3,595.00
Remit to: RIVERSIDE, CA					FYTD:	$4,490.00
INLAND EMPIRE MAGAZINE	216879	04/22/2013	INV33596	AD PLACEMENT FOR BALLROOM AT CRC-APR13 ISSUE		$895.00
Remit to: RIVERSIDE, CA					FYTD:	$4,490.00
INLAND EMPIRE PROPERTY SERVICE, INC	9035	04/15/2013	3135	NUISANCE ABATEMENT SVCS-24460 TYANN CT		$504.00
			3129	NUISANCE ABATEMENT SVCS-14880 PETE DYE		
Remit to: MORENO VALLEY, CA					FYTD:	$50,818.99
INLAND EMPIRE PROPERTY SERVICE, INC	9102	04/22/2013	3107	ABATEMENT SVCS-APN#291-191-007 THRU 013; 025 THRU 029		$2,250.00
Remit to: MORENO VALLEY, CA					FYTD:	$50,818.99
INLAND TAN	216621	04/01/2013	BL#16674-YR2013	REFUND OF OVERPAYMENT FOR BL#16674		$65.00
Remit to: MORENO VALLEY, CA					FYTD:	$65.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
INSIDE PLANTS, INC.	9103	04/22/2013	46478	INDOOR PLANT MAINT-CRC		$320.00
Remit to: CORONA, CA					FYTD:	$3,200.00
INSIDE PLANTS, INC.	216655	04/08/2013	46164	INDOOR PLANT MAINT-CRC-MAR13		$320.00
Remit to: CORONA, CA					FYTD:	$3,200.00
INTERNAL REVENUE SERVICE	9078	04/02/2013	F130401	DEPOSIT TO FEDERAL ACCOUNT		$2,000.00
Remit to: SACRAMENTO, CA					FYTD:	$2,536,437.72
INTERNAL REVENUE SERVICE CENTER	9185	04/26/2013	2013-00000041	FED TAX - FEDERAL TAX WITHHOLDING*		$4,392.10
Remit to: OGDEN, UT					FYTD:	$258,629.27
ISG INFRASYS	216785	04/15/2013	37758	REPAIR OF TIC CAMERA-FS#48		$1,157.77
Remit to: LAWRENCEVILLE, GA					FYTD:	$1,157.77
J D H CONTRACTING	8891	04/01/2013	030313-01	RELOCATION OF MVU SAFE/BIKE RACK		$750.00
Remit to: RIVERSIDE, CA					FYTD:	$110,129.90
J D H CONTRACTING	8924	04/08/2013	031513-02	REPAIRS AT PEDRORENA PARK		$8,078.00
			031513-01	REPAIRS AT FAIRWAY PARK		
			031513-03	REPAIRS AT RIDGECREST PARK		
			032713-01	INSTALL BLEACHERS AT SPORTS PARK		
Remit to: RIVERSIDE, CA					FYTD:	$110,129.90
J D H CONTRACTING	9104	04/22/2013	040813-01	MURALS INSTALLATION-CRC WALL		$2,155.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$110,129.90
JACKIE LOGGINS	216735	04/08/2013	R12-056647	REFUND AS-SPAY/NEUTER DEPOSIT		$75.00
Remit to: MORENO VALLEY, CA					FYTD:	$75.00
JACQUELINE EZZELL	216839	04/15/2013	MV2120309029	REFUND-CITATION OVERPAYMENT		$115.00
Remit to: MORENO VALLEY, CA					FYTD:	$115.00
JANET JEFFCOAT	217034	04/29/2013	R13-060589	AS REFUND-ADOPT,VACS,MC,SN DEP,RAB DEP		$158.00
Remit to: EL CENTRO, CA					FYTD:	$158.00
JANNEY & JANNEY ATTORNEY SVCS, INC.	216786	04/15/2013	00130333036	MONTHLY RETAINER-DELIVERY OF COURT FILINGS-APR13		$75.00
Remit to: RIVERSIDE, CA					FYTD:	$1,465.00
JC PENNEY OPTICAL #1045	217033	04/29/2013	BL#03457-YR2013	REFUND OF OVERPAYMENT FOR BL#03457		$99.63
Remit to: GLENDORA, NJ					FYTD:	$99.63
JDEDGE SOFTWARE, LLC	8892	04/01/2013	314	HR & PAYROLL DATA CONVERSION INTO NEW ERP		$4,375.00
Remit to: KRUGERVILLE, TX					FYTD:	$217,956.90
JDEDGE SOFTWARE, LLC	9154	04/29/2013	318	HR & PAYROL DATA CONVERSION INTO NEW ERP		$550.00
Remit to: KRUGERVILLE, TX					FYTD:	$217,956.90
JENNIFER COLE	216709	04/08/2013	REIMB. 3/25-29	REIMBURSE LODGING, FUEL & PARKING EXPENSES DURING TRAINING CLASS		$689.50
Remit to: MORENO VALLEY, CA					FYTD:	$1,034.50

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
JENNY JUAREZ	217035	04/29/2013	R12-056787	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
JIM BUCKLEY	217009	04/29/2013	1025912	REFUND-RENTAL DEPOSIT-CRC		$500.00
Remit to: MORENO VALLEY, CA					FYTD:	$500.00
JOE A. GONSALVES & SON	216573	04/01/2013	23389	STATE LEGISLATIVE ADVOCACY SVCS-FEB13		$15,000.00
			23450	STATE LEGISLATIVE ADVOCACY SVCS-MAR13		
			23518	STATE LEGISLATIVE ADVOCACY SVCS-APR13		
			23347	STATE LEGISLATIVE ADVOCACY SVCS-DEC12		
			23348	STATE LEGISLATIVE ADVOCACY SVCS-JAN13		
Remit to: SACRAMENTO, CA					FYTD:	$15,000.00
JOHN O'DONOHNE	216742	04/08/2013	R13-060317	REFUND AS-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
JOHN W. STRICKLER	9003	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: SAN BERNARDINO, CA					FYTD:	$2,549.84
JOHN WILSON	216853	04/15/2013	MV2120828031	REFUND-CITATION OVERPAYMENT		$198.00
Remit to: MORENO VALLEY, CA					FYTD:	$198.00
JOHNNY ANDREWS	217003	04/29/2013	R13-060861	AS REFUND-OVERCHG ON RTO		$50.00
Remit to: MORENO VALLEY, CA					FYTD:	$50.00
JONES, SUSAN	8967	04/08/2013	130401	RETIREE MED APR '13		$318.73

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
jose limon a professional medical corp	216733	04/08/2013	12344230	REFUND DUPLICATE PAYMENT CITATION		$39.91
Remit to: MORENO VALLEY, CA					FYTD:	$39.91
JOSEPH SORIA	217061	04/29/2013	R13-059888	AS REFUND-ADPT,VACS,MC,LIC,RAB DEP		$102.00
Remit to: MORENO VALLEY, CA					FYTD:	$102.00
JUAN C. ALVERDE	216813	04/15/2013	7009488-04	SOLAR INCENTIVE REBATE		$6,252.75
Remit to: MORENO VALLEY, CA					FYTD:	$6,252.75
K & S DEVELOPMENT CO.	216734	04/08/2013	APN#478-080-002	REFUND-SPECIAL DISTRICT FEE		$13.80
Remit to: SANTA MONICA, CA					FYTD:	$13.80
KASHEFIPOUR, HOSSEIN	216805	04/15/2013	7/1/12-3/31/13	MILEAGE REIMBURSEMENT		$420.89
Remit to: RIVERSIDE, CA					FYTD:	$420.89
KATE THERIEAU	216752	04/08/2013	R13-058360	REFUND AS-SPAY/NEUTER DEPOSIT		$75.00
Remit to: SAN DIEGO, CA					FYTD:	$75.00
KEPLER, JANELLE	9036	04/15/2013	APR-2013	INSTRUCTOR SVCS-CHEERLEADING CLASS		$761.60
Remit to: RIVERSIDE, CA					FYTD:	$4,597.60
KING, PATRICIA A.	216695	04/08/2013	130401	RETIREE MED APR '13		$210.74
Remit to: LAS VEGAS, NV					FYTD:	$2,200.16
KOLB, CHARLES E.	8968	04/08/2013	130401	RETIREE MED APR '13		$318.73

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
KOLLAR, KYLE	8969	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
KRISS RASMUSSEN	217053	04/29/2013	R13-061111	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: PERRIS, CA					FYTD:	$20.00
KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD	216634	04/01/2013	265795	LEGAL SVCS-DISSOLUTION OF REDEVT.		$385.00
Remit to: SACRAMENTO, CA					FYTD:	$19,870.35
KYLE, GARY M.	8970	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: PRESCOTT VALLEY, AZ					FYTD:	$2,868.57
LA FOLLETTE, JOHNSON, DE HAAS, FESLER & AMES	216960	04/29/2013	272484	LEGAL SVCS-MAR13-CASE# MV1216		$6,060.00
			272142	LEGAL SVCS THRU FEB13-CASE#2010-3266		
Remit to: LOS ANGELES, CA					FYTD:	$88,940.05
LAFATA, JOSEPHINE	8971	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
LANCE, SOLL & LUNGHARD, LLP	216880	04/22/2013	6849	2012 SINGLE AUDIT-FINAL		$3,600.00
Remit to: BREA, CA					FYTD:	$82,910.00
LANDMARK SURVEYING SOLUTIONS, INC.	216656	04/08/2013	1112	CONSULTING SERVICES, SURVEY - DRACAEA/PERRIS TO PATRICIA		$4,320.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: EAST HIGHLAND, CA					FYTD:	$15,455.00
LARRY MERRILL	217040	04/29/2013	R13-060700	AS REFUND-TRAP DEPOSIT		$50.00
Remit to: MORENO VALLEY, CA					FYTD:	$50.00
LATITUDE GEOGRAPHICS	216657	04/08/2013	201300245	GIS SOFTWARE & SERVICES-M2		$15,891.18
Remit to: VICTORIA, BC					FYTD:	$59,572.16
LATITUDE GEOGRAPHICS	216881	04/22/2013	201300289	GEOCORTEX ESSENTIALS VIRTUAL TRAINING-STEPHEN JARRETT		$4,000.00
			201300300	GEOCORTEX ESSENTIALS VIRTUAL TRAINING-DALE MENDENHALL		
Remit to: VICTORIA, BC					FYTD:	$59,572.16
LATITUDE GEOGRAPHICS	216961	04/29/2013	201300310	LATITUDE GEOCORTEX DEVELOPMENT-SPECIAL DISTRICTS		$17,051.18
			201300312	GIS SOFTWARE & SERVICES-M3		
Remit to: VICTORIA, BC					FYTD:	$59,572.16
LAURA OPRIS	216743	04/08/2013	R13-057779	REFUND AS-RABIES DEPOSIT		$20.00
Remit to: YUCAIPA, CA					FYTD:	$20.00
LAW ENFORCEMENT APPRECIATION COMMITTEE	216658	04/08/2013	4/18/13 EVENT	CHIEF J. ONTIVEROS - 35TH LAW ENF. APPRECIATION DINNER/AWARDS		$50.00
Remit to: RIVERSIDE, CA					FYTD:	$50.00
LENORE K SKINNER	216851	04/15/2013	MV1130204020	REFUND-CITATION OVERPAYMENT		$57.50
Remit to: PERRIS, CA					FYTD:	$57.50
LEON FLINT	217020	04/29/2013	13045373	REFUN OF FALSE ALARM THAT WAS GRANTED APPEAL		$31.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$31.00
LEWIS, CAROLYN S.	8972	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: MIDLAND, TX					FYTD:	$2,868.57
LEXISNEXIS PRACTICE MGMT.	9037	04/15/2013	1303081707	ONLINE LEGAL RESEARCH TOOLS-MAR13		$1,180.00
Remit to: CARY, NC					FYTD:	$12,400.00
LIENHARD, DORI A.	216919	04/22/2013	4/28-5/1/13	TRAVEL PER DIEM-NEW WORLD SYSTEMS-COMM. DEV. ADVISORY COMMITTEE		$196.00
Remit to: RANCHO MIRAGE, CA					FYTD:	$402.36
LIGHTHOUSE TREATMENT CENTER, INC.	216856	04/16/2013	MARCH 2013	CASE MANAGEMENT CONSULTANT SVCS-CDBG		$1,400.00
Remit to: ALTA LOMA, CA					FYTD:	$5,000.00
LINDO, HERMINA G.	8973	04/08/2013	130401	FEB '13 TRI & MED, PD APR '13		$232.24
Remit to: TITUSVILLE, FL					FYTD:	$1,530.98
LINE MASTER ENGINEERING, INC	216882	04/22/2013	13-5471	REPLACEMENT THERMO MATERIALS		$4,822.40
Remit to: LONG BEACH, CA					FYTD:	$4,822.40
LISA CHROMY	216836	04/15/2013	MV4111010020	REFUND-CITATION OVERPAYMENT		$64.00
Remit to: RIVERSIDE, CA					FYTD:	$64.00
LISSETTE PLAZOLA	216808	04/15/2013	FY2012-13	TUITION FEE REIMBURSEMENT		$1,500.00
Remit to: SAN JACINTO, CA					FYTD:	$1,500.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
LITTLE BEIJING	217038	04/29/2013	BL#14476-YR2013	REFUND OF OVERPAYMENT FOR BL#14476		$83.51
Remit to: MORENO VALLEY, CA					FYTD:	$83.51
LOGAN, CHARLES	8974	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: LAS VEGAS, NV					FYTD:	$2,868.57
LONGDYKE, DENNIS	8975	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: BEAUMONT, CA					FYTD:	$2,868.57
LORIE NATZIC	217043	04/29/2013	R13-058867	AS REFUND-S/N DEPOSIT		$75.00
Remit to: MURRIETA, CA					FYTD:	$75.00
LUMLEY, ROBERT C.	8976	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
LUTHERAN SOCIAL SERVICES OF SO. CALI F.	9105	04/22/2013	NOV 2012	CDBG SHELTER PROGRAM		$2,641.66
			DEC 2012	CDBG SHELTER PROGRAM		
Remit to: RIVERSIDE, CA					FYTD:	$10,216.65
MALCOLM SMITH MOTORCYCLES, INC.	8893	04/01/2013	100045578	CREDIT ADJUSTMENT		$1,019.09
			100046247	MAINT. & REPAIRS-LABOR & PARTS-POP OFF ROAD VEHICLES		
			100045605	CREDIT ADJUSTMENT		
			100046249	MAINT. & REPAIRS-LABOR & PARTS-POP OFF ROAD VEHICLES		
Remit to: RIVERSIDE, CA					FYTD:	$35,347.21

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
MALCOLM SMITH MOTORCYCLES, INC.	9038	04/15/2013	100049159	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		$386.37
Remit to: RIVERSIDE, CA					FYTD:	$35,347.21
MALCOLM SMITH MOTORCYCLES, INC.	9106	04/22/2013	100052626	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		$526.51
Remit to: RIVERSIDE, CA					FYTD:	$35,347.21
MALCOLM SMITH MOTORCYCLES, INC.	9155	04/29/2013	100054714	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		$251.69
Remit to: RIVERSIDE, CA					FYTD:	$35,347.21
MARCH JOINT POWERS AUTHORITY	216659	04/08/2013	0026941	GAS CHARGES-BLDG 823-FEB13		$12.24
			0026946	GAS CHARGES-BLDG 938-FEB13		
Remit to: RIVERSIDE, CA					FYTD:	$63.77
MARGO RANKINS	216930	04/22/2013	CK#2296	REISSUE UNCLAIMED CK#2296 DTD 6/30/09		$69.12
Remit to: MORENO VALLEY, CA					FYTD:	$69.12
MARINA LANDSCAPE, INC	8926	04/08/2013	8216021300	LANDSCAPE MAINT-ZONE E-1 & E-1A-FEB13		$5,733.34
Remit to: ANAHEIM, CA					FYTD:	$80,501.65
MARINA LANDSCAPE, INC	9156	04/29/2013	8216031300	LANDSCAPE MAINT-ZONE E-1/E-1A-MAR13		$5,838.06
			8216021301	LANDSCAPE MAINT-ZONE E-1/E-1A-ADDL WORK-MAR13		
Remit to: ANAHEIM, CA					FYTD:	$80,501.65
MARIO AGUILERA	216999	04/29/2013	R13-060059	AS REFUND-ADOPT,VACS,MC,RAB DEP,LIC		$85.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$85.00
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	8927	04/08/2013	58570	LANDSCAPE MAINT-ZONE DSG-2-BASE-FEB13		$12,857.13
Remit to: IRWINDALE, CA					FYTD:	$131,749.98
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	9157	04/29/2013	58913	LANDSCAPE MAINT-ZONE DSG-2 BASE-MAR13		$14,647.58
			59058	LANDSCAPE MAINT-ZONE DSG-2-ADDL WORK-FEB13		
			59060	LANDSCAPE MAINT-ZONE DSG-2-ADDL WORK-MAR13		
Remit to: IRWINDALE, CA					FYTD:	$131,749.98
MARTHA BANKS	216835	04/15/2013	MV97521	REFUND-CITATION OVERPAYMENT		$407.50
Remit to: MORENO VALLEY, CA					FYTD:	$407.50
MARY ERICKSON COMMUNITY HOUSING	216575	04/01/2013	MV110	REIMB-PERMIT FEES & OTHER INDIRECT CONSTRCTN COSTS		$14,064.80
Remit to: SAN CLEMENTE, CA					FYTD:	$387,870.37
MARY MEEK	216738	04/08/2013	R13-058142	REFUND AS-RABIES DEPOSIT		$20.00
Remit to: GLENDORA, CA					FYTD:	$20.00
MASCO SERVICES OF CALIFORNIA, INC	217039	04/29/2013	BL#05938-YR2013	REFUND OF OVERPAYMENT FOR B/L#05938		$75.74
Remit to: DAYTONA BEACH, FL					FYTD:	$75.74
MATHIS, NOLAN	8977	04/08/2013	130401	FEB '13, PD APR '13		$298.20
Remit to: JACKSON, KY					FYTD:	$2,555.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
MATICH CORPORATION	9158	04/29/2013	157050	ASPHALTIC MATERIALS		$12,222.05
Remit to: HIGHLAND, CA					FYTD:	$47,559.88
MAXINOSKI, SUE A.	8978	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: AVINGER, TX					FYTD:	$2,868.57
MEEKS, DANIEL	9039	04/15/2013	032413 / 030313	SPORTS OFFICIATING SERVICES		$100.00
Remit to: PERRIS, CA					FYTD:	$1,320.00
MEEKS, DANIEL	9107	04/22/2013	041413	SPORTS OFFICIATING SERVICES		$40.00
Remit to: PERRIS, CA					FYTD:	$1,320.00
MELODY WILLIAMS	217067	04/29/2013	R13-060851	AS REFUND-TRAP DEPOSIT		$50.00
Remit to: MORENO VALLEY, CA					FYTD:	$50.00
MENGISTU, YESHIALEM	216714	04/08/2013	MAR-13 MILEAGE	MILEAGE REIMBURSEMENT		$160.46
Remit to: MORENO VALLEY, CA					FYTD:	$1,307.48
MERCEDES WILSON	216754	04/08/2013	R13-058639	REFUND AS-IMP FEES, LIC		$200.00
Remit to: MORENO VALLEY, CA					FYTD:	$200.00
MERCHANTS LANDSCAPE SERVICES INC	8928	04/08/2013	39596	IRRIGATION REPAIRS-MV RANCH 6897-FEB13		$19,449.18
			39459	LANDSCAPE MAINT-ZONE E3 & E3A-FEB13		
			39574	LANDSCAPE SVCS-ZONE E3A-ADDL WORK-FEB13		
			39458	LANDSCAPE MAINT-ZONE E8,E12,E14 & E15-FEB13		

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: Santa Ana, CA					FYTD:	$180,337.75
MERCHANTS LANDSCAPE SERVICES INC	8929	04/08/2013	39575	LANDSCAPE SVCS-ZONE E3A-ADDL WORK-FEB13		$465.00
			39573	LANDSCAPE SVCS-ZONE E3A-ADDL WORK-FEB13		
Remit to: MONTEREY PARK, CA					FYTD:	$180,337.75
MERCHANTS LANDSCAPE SERVICES INC	9159	04/29/2013	39664	LANDSCAPE MAINT-ZONE E8,E12,E14,& E15-MAR13		$6,765.97
Remit to: Santa Ana, CA					FYTD:	$180,337.75
MESA CONTRACTING CORPORATION	216740	04/08/2013	BL#04380-YR2013	REFUND OF OVERPAYMENT FOR BL#04380		$67.00
Remit to: ORANGE, CA					FYTD:	$67.00
MESA ENERGY SYSTEMS EMCOR SERVICE	216820	04/15/2013	BL#18607-YR2013	REFUND OF OVERPAYMENT FOR BL#18607		$50.52
Remit to: IRVINE, CA					FYTD:	$50.52
MESSIN, LOUIS	8979	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: BULLHEAD CITY, AZ					FYTD:	$2,868.57
MEYERS, NAVE, RIBACK, SILVER & WILSON	216576	04/01/2013	2013010744	LEGAL SERVICES-JAN13		$23,850.98
			2013010743	LEGAL SERVICES-JAN13		
Remit to: OAKLAND, CA					FYTD:	$94,429.11
MEYERS, NAVE, RIBACK, SILVER & WILSON	216884	04/22/2013	2013020209	LEGAL SERVICES-FEB13		$6,773.94

MV00209910

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: OAKLAND, CA					FYTD:	$94,429.11
MEYERS, NAVE, RIBACK, SILVER & WILSON	216962	04/29/2013	2013030735	LEGAL SVCS-MARCH JPA		$7,985.00
Remit to: OAKLAND, CA					FYTD:	$94,429.11
MGT OF AMERICA, INC.	8894	04/01/2013	23562	PROF SVCS-MANDATED CLAIM PREPARATION		$6,000.00
Remit to: TALLAHASSEE, FL					FYTD:	$12,000.00
MICKEY GRIMES	217023	04/29/2013	1028014	REFUND-RENTAL DEPOSIT-SENIOR CTR		$300.00
Remit to: MORENO VALLEY, CA					FYTD:	$300.00
MIGUEL HERNANDEZ	216841	04/15/2013	MV2121003008	REFUND-CITATION OVERPAYMENT		$57.50
Remit to: MORENO VALLEY, CA					FYTD:	$57.50
MILES, ROBERT	8980	04/08/2013	130401	RETIREE MED APR '13		$146.32
Remit to: MORENO VALLEY, CA					FYTD:	$1,715.23
MINARD, MARK E.	8981	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: REDLANDS, CA					FYTD:	$2,868.57
MINDEN STORM DRAIN STRUCTURES	216821	04/15/2013	BL#24278-YR2013	REFUND OF OVERPAYMENT FOR BL#24278		$50.00
Remit to: LAKE ELSINORE, CA					FYTD:	$50.00
MIRACLE RECREATION EQUIPMENT	8930	04/08/2013	734181	PLAYGROUND EQUIPMENT-CITY PARKS		$2,480.15
Remit to: CORONA, CA					FYTD:	$106,809.42

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
MIRACLE RECREATION EQUIPMENT	9040	04/15/2013	734391	PLAYGROUND EQUIPMENT-CFD#1		$638.39
Remit to: CORONA, CA					FYTD:	$106,809.42
MISTRETTA, ARTHUR	9059	04/15/2013	032113	SPORTS OFFICIATING SERVICES-SOFTBALL		$120.00
			032813	SPORTS OFFICIATING SERVICES-SOFTBALL		
Remit to: MORENO VALLEY, CA					FYTD:	$840.00
MISTRETTA, ARTHUR	9125	04/22/2013	041413	SPORTS OFFICIATING SERVICES		$60.00
Remit to: MORENO VALLEY, CA					FYTD:	$840.00
MOLLICA, MIKE	8982	04/08/2013	130401	RETIREE MED APR '13		$401.42
Remit to: DUNNELLON, FL					FYTD:	$3,612.78
MONTGOMERY PLUMBING INC	216787	04/15/2013	032213	PLUMBING SVCS-FS#65		$775.00
			031413	PLUMBING SVCS-FS#65		
Remit to: MORENO VALLEY, CA					FYTD:	$12,713.75
MORA, PATRICIA A.	8983	04/08/2013	13041	RETIREE MED APR '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
MORENO VALLEY CHAMBER OF COMMERCE	216806	04/15/2013	3664	WAKE-UP MEETING ATTENDANCE-3/18/13		$90.00
Remit to: MORENO VALLEY, CA					FYTD:	$20,510.00
MORENO VALLEY CITY EMPLOYEES ASSOC.	9063	04/05/2013	2013-00000010	8710 - MVCEA EMPLOYEE DUES		$1,378.00

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City of Moreno Valley

Payment Register

For Period 4/1/2013 through 4/30/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
Remit to: MORENO VALLEY, CA				FYTD:	$29,330.50
MORENO VALLEY CITY EMPLOYEES ASSOC.	9178	04/19/2013	2013-00000032	8710 - MVCEA EMPLOYEE DUES	$1,376.00
Remit to: MORENO VALLEY, CA				FYTD:	$29,330.50
MORENO VALLEY GATEWAY, LLC	8931	04/08/2013	2163	LEASE-SUITES 5-9/APR13	$17,142.59
			2161	LEASE-FACILITIES ANNEX-APR13	
			2162	LEASE-T/S ANNEX-APR13	
Remit to: SAN JUAN CAPISTRANO, CA				FYTD:	$154,283.31
MORENO VALLEY GATEWAY, LLC	9041	04/15/2013	2142	LEASE-FACILITIES ANNEX	$7,934.87
			2143	LEASE-T/S ANNEX	
Remit to: SAN JUAN CAPISTRANO, CA				FYTD:	$154,283.31
MORENO VALLEY GATEWAY, LLC	9067	04/16/2013	2144	LEASE-SUITES 5-9/ESA ANNEX	$9,207.72
Remit to: SAN JUAN CAPISTRANO, CA				FYTD:	$154,283.31
MORENO VALLEY HISPANIC CHAMBER OF COMMER	216715	04/08/2013	05242013	DONATION-MV H/S AVID PROGRAM ANNUAL DINNER & RECOG.	$500.00
Remit to: MORENO VALLEY, CA				FYTD:	$6,960.00
MORENO VALLEY HISTORICAL SOCIETY	216716	04/08/2013	04122013	REGIS-3RD ANNUAL DINNER & SILENT AUCTION-MAYOR OWINGS	$30.00
Remit to: MORENO VALLEY, CA				FYTD:	$30.00
MORGAN, LISA A.	8984	04/08/2013	130401	RETIREE MED APR '13	$318.73

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City of Moreno Valley

Payment Register

For Period 4/1/2013 through 4/30/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MENTONE, CA					FYTD:	$2,868.57
MOTHERHOOD MATERNITY#1889	216622	04/01/2013	BL#11220-YR2013	REFUND OF OVERPAYMENT FOR BL#11220		$79.12
Remit to: PHILADELPHIA, PA					FYTD:	$79.12
MOTOPORT USA	216964	04/29/2013	140090	NEW MOTOR UNIFORMS-TRAFFIC UNIT		$1,114.28
			140148	NEW MOTOR UNIFORMS-TRAFFIC UNIT		
Remit to: SAN MARCOS, CA					FYTD:	$3,652.16
MR. CLEAN MAINTENANCE SYSTEMS	217042	04/29/2013	BL#20429-YR2013	REFUND OF OVERPAYMENT FOR BL#20429		$80.46
Remit to: COLTON, CA					FYTD:	$80.46
MTY TRANSPORTATION	216741	04/08/2013	BL#17823-YR2013	REFUND OF OVERPAYMENT FOR BL#17823		$84.82
Remit to: ALISO VIEJO, CA					FYTD:	$84.82
MUSICSTAR	216920	04/22/2013	MAR-2013	INSTRUCTOR SVCS-GUITAR, PIANO FOR KIDS, MOVIEWORKZ, ETC. CLASSES		$1,713.60
			APR-2013	INSTRUCTOR SVCS-MUSICSTAR KIDZ & PIANO FOR KIDS CLASSES		
Remit to: RIVERSIDE, CA					FYTD:	$6,330.60
NAEEM QURESHI	217049	04/29/2013	1026821	REFUND RENTAL DEPOSIT FOR 3/30/13 EVENT AT SENIOR CTR.		$300.00
Remit to: MORENO VALLEY, CA					FYTD:	$300.00
NANCY PHILLIPS	216847	04/15/2013	MV110218041	REFUND-CITATION OVERPAYMENT		$133.00
Remit to: LOS ANGELES, CA					FYTD:	$133.00

MV00209914

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
NATIONAL LAW ENFORCEMENT SUPPLY, INC.	216577	04/01/2013	89070	FORENSIC TECHNICIAN SUPPLIES		$23.22
Remit to: ALBANY, NY					FYTD:	$23.22
NATIONWIDE RETIREMENT SOLUTIONS CP	9066	04/05/2013	2013-00000013	8020 - DEF COMP PST - NATIONWIDE		$2,898.85
Remit to: COLUMBUS, OH					FYTD:	$576,413.96
NATIONWIDE RETIREMENT SOLUTIONS CP	9181	04/19/2013	2013-00000035	8020 - DEF COMP PST - NATIONWIDE		$2,549.63
Remit to: COLUMBUS, OH					FYTD:	$576,413.96
NATURE'S IMAGE, INC.	216578	04/01/2013	13-01-116	WEED ABATEMENT-HAZARD REDUCTION SVCS-SUNNYMEAD BLVD LOT ABATEMNT		$17,995.00
Remit to: LAKE FOREST, CA					FYTD:	$54,014.70
NATURE'S IMAGE, INC.	216885	04/22/2013	13-01-159	DETENTION BASIN MAINTENANCE-1 YR EXTENSION		$11,944.00
Remit to: LAKE FOREST, CA					FYTD:	$54,014.70
NAVARRETTE, RALPH	8985	04/08/2013	130401	RETIREE MED APR '13		$146.32
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$1,715.23
NAVCO NETWORKS & SECURITY	8932	04/08/2013	335890	REPAIRS TO STATION DVR FOR INTERIOR OF BLDG		$210.00
Remit to: ANAHEIM, CA					FYTD:	$1,701.84
NELSON PAVING	216660	04/08/2013	1111529	ANNEX 1 PARKING LOT WORK-SEAL & RE-STRIPE, ASPHALT OVERLAY, ETC.		$9,840.83
Remit to: PERRIS, CA					FYTD:	$9,840.83

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
NELSON, MICHELE	216807	04/15/2013	4/22-4/26/13	TRAVEL PER DIEM-OFFICER INVOLVED SHOOTING & FORCE INVESTIG. TRNG		$250.00
Remit to: MORENO VALLEY, CA					FYTD:	$250.00
NELSON, ROBERT	8986	04/08/2013	130401	RETIREE MED APR '13		$255.43
Remit to: ONTARIO, CA					FYTD:	$2,623.87
NELSON, RUTH L.	8987	04/08/2013	130401	RETIREE MED APR '13		$173.37
Remit to: PERRIS, CA					FYTD:	$1,522.53
NEUSTAEDTER, CRAIG S	216696	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: IRVINE, CA					FYTD:	$2,868.57
NEW HORIZON MOBILE HOME PARK	9042	04/15/2013	MARCH 2013	REFUND UTILITY USER TAXES FOR EXEMPT RESIDENTS		$17.76
Remit to: LOS ANGELES, CA					FYTD:	$97.03
NEW WORLD SYSTEMS, CORP	8933	04/08/2013	026612	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT		$1,854.55
			026793	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT		
Remit to: TROY, MI					FYTD:	$213,860.34
NEW WORLD SYSTEMS, CORP	9108	04/22/2013	026935	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT		$2,637.66
			027097	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT		
Remit to: TROY, MI					FYTD:	$213,860.34
NEWPORT DENTAL	216822	04/15/2013	BL#14732-2013	REFUND OF OVERPAYMENT FOR B/L#14732		$2,174.60
Remit to: IRVINE, CA					FYTD:	$2,174.60

MV00209916

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
NEXUS IS, INC.	9043	04/15/2013	SVC0061025	CONSULTING WORK-VOIP SETUP ON NETWORK		$330.00
Remit to: VALENCIA, CA					FYTD:	$83,311.69
NICOLE HARDEMAN	217028	04/29/2013	R12-056608	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: FOREST FALLS, CA					FYTD:	$20.00
NIEBURGER, JUDITH A.	216697	04/08/2013	130401	RETIREE MED APR '13		$401.42
Remit to: MORENO VALLEY, CA					FYTD:	$3,612.78
NINYO & MOORE GEOTECHNICAL	9160	04/29/2013	171813	CONSULTING SERVICES, GEOTECHNICAL - SR-60/MB PH I		$20,109.00
Remit to: SAN DIEGO, CA					FYTD:	$87,016.50
OLGUIN, JULIO	216603	04/01/2013	4/9-4/11/13	TRAVEL PER DIEM-CNOA DRUG ABUSE RECOGNITION TRNG		$150.00
Remit to: MORENO VALLEY, CA					FYTD:	$150.00
ONE ACUPUNTURE CLINIC	216823	04/15/2013	BL#19789-YR2013	REFUND OF OVERPAYMENT FOR BL#19789		$80.64
Remit to: MORENO VALLEY, CA					FYTD:	$80.64
OPERATION SAFEHOUSE, INC.	216886	04/22/2013	JAN 2013	REIMBURSEMENT FOR CDBG PROGRAM SERVICES		$559.46
Remit to: RIVERSIDE, CA					FYTD:	$5,959.08
ORROCK, POPKA, FORTINO & BRISLIN	9045	04/15/2013	90-034M STMT 6	LEGAL SERVICES-DEFENSE COSTS K. BALVANEDA		$164.50
Remit to: RIVERSIDE, CA					FYTD:	$14,479.13
OVERLAND PACIFIC & CUTLER, INC.	9109	04/22/2013	1301155	CONSULTING SERVICES, ACQUISITION - PERRIS BLVD. WIDENING		$5,880.00
			1212244	CONSULTING SERVICES, ACQUISITION - PERRIS BLVD WIDENING		

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: LONG BEACH, CA					FYTD:	$56,715.75
P & G BURGERS	217044	04/29/2013	BL#08999-YR2013	REFUND OF OVERPAYMENT FOR BL#08999		$60.39
Remit to: MORENO VALLEY, CA					FYTD:	$60.39
PACIFIC TELEMANAGEMENT SERVICES	8895	04/01/2013	502438	PAYPHONE SERVICES		$313.20
			502438 a	PAYPHONE SERVICES		
Remit to: SAN RAMON, CA					FYTD:	$3,194.64
PACIFIC TELEMANAGEMENT SERVICES	9110	04/22/2013	512924 a	PAYPHONE SERVICES		$313.20
			512924	PAYPHONE SERVICES		
Remit to: SAN RAMON, CA					FYTD:	$3,194.64
PAINTING BY ZEB BODE	8934	04/08/2013	132703	PAINT CELEBRATION PARK SPLASH PAD AND ADJACENT SIDEWALK		$3,950.00
Remit to: NORCO, CA					FYTD:	$43,063.00
PAINTING BY ZEB BODE	9046	04/15/2013	130704	CLEAR COAT APPLIED ON CITY MURALS ETC.		$1,925.00
			130407	PAINT FOUNTAIN AND LIGHT POLES AT PATRIOT PARK		
Remit to: NORCO, CA					FYTD:	$43,063.00
PARADIGM ENERGY CONSULTING	9047	04/15/2013	MVU-03-2013	CONSULTING SERVICES RE: MV UTILITY 10-YR RESOURCE PLAN		$5,575.00
Remit to: SACRAMENTO, CA					FYTD:	$15,800.00
PATTERSON, ALFREY	216698	04/08/2013	130401	RETIREE MED APR '13		$146.32

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$1,715.23
PAYLESS SHOE SOURCE #4914	216824	04/15/2013	BL#16306-YR2013	REFUND OF OVERPAYMENT FOR B/L#16306		$90.72
Remit to: TOPEKA, KS					FYTD:	$90.72
PEDLEY SQUARE VETERINARY CLINIC	9163	04/29/2013	FEB-2013	VETERINARY SERVICES FOR MV ANIMAL SHELTER		$10,249.00
Remit to: RIVERSIDE, CA					FYTD:	$57,685.25
PENHALL COMPANY	217045	04/29/2013	BL#14608-YR2013	REFUND OF OVERPAYMENT FOR BL#14608		$66.48
Remit to: ANAHEIM, CA					FYTD:	$66.48
PENIGAR TAX	216745	04/08/2013	BL#07877-YR2013	REFUND OF OVERPAYMENT FOR B/L #07877		$67.00
Remit to: MORENO VALLEY, CA					FYTD:	$67.00
PERMA	8936	04/08/2013	2011-12 PROP PRG	FY 2011-12 PROPERTY INSURANCE PREMIUM FINAL AUDIT		$382.72
Remit to: PALM DESERT, CA					FYTD:	$410,463.13
PERRY, NORMA	8988	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: LOCKEFORD, CA					FYTD:	$2,868.57
PERS LONG TERM CARE PROGRAM	216579	04/01/2013	130321	LONG TERM CARE INSURANCE		$458.63
Remit to: PASADENA, CA					FYTD:	$9,631.23
PERS LONG TERM CARE PROGRAM	216887	04/22/2013	2013-00000029	4720 - PERS LONG TERM CARE		$458.63
Remit to: PASADENA, CA					FYTD:	$9,631.23

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
PERS LONG TERM CARE PROGRAM	216914	04/22/2013	2013-00000007	4720 - PERS LONG TERM CARE		$458.63
Remit to: PASADENA, CA					FYTD:	$9,631.23
PERS RETIREMENT	9189	04/12/2013	P130329a	MISCELLANEOUS SERVICES		$443.70
Remit to: SACRAMENTO, CA					FYTD:	$5,146,286.92
PERS RETIREMENT	9361	04/25/2013	P130412a	PERS RETIREMENT PEPRA		$1,021.17
Remit to: SACRAMENTO, CA					FYTD:	$5,146,286.92
PETTY CASH - FINANCE	216921	04/22/2013	04/04/2013	PETTY CASH REPLENISHMENT		$1,397.63
Remit to: MORENO VALLEY, CA					FYTD:	$5,823.52
PILAR & MARTINA LOPEZ	216927	04/22/2013	CK#196970	REISSUE UNCLAIMED CK#196970 DTD 8/17/09		$96.00
Remit to: MORENO VALLEY, CA					FYTD:	$96.00
PIP PRINTING	8937	04/08/2013	53640	PRINTING OF CAFR - 40 COPIES		$1,458.83
Remit to: MORENO VALLEY, CA					FYTD:	$7,148.04
POUNDS, NANCY	8989	04/08/2013	130401	MAR '13, PD APR '13		$318.73
Remit to: BOISE, ID					FYTD:	$2,549.84
PRAISE & WORSHIP CENTER	216746	04/08/2013	MSC13-0005	REFUND - RESEARCH LETTER NOT REQUIRED (PAID W/ CK# 1258)		$250.00
Remit to: HEMET, CA					FYTD:	$250.00
PRECIS SOLAR	217047	04/29/2013	BL#26008-YR2013	REFUND OF DUPLICATE PAYMENT FOR BL#26008		$67.00
Remit to: CANYON LAKE, CA					FYTD:	$67.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
PRICE, GEORGE E.	8990	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
PRO NAILS & HAIR	217048	04/29/2013	BL#21642-YR2013	REFUND OF OVERPAYMENT FOR BL#21642		$61.28
Remit to: MORENO VALLEY, CA					FYTD:	$61.28
PROFESSIONAL COMMUNICATIONS NETWORK PCN	216788	04/15/2013	130300445	LIVE ANSWERING SERVICE FOR TOW PROGRAM		$540.95
Remit to: RIVERSIDE, CA					FYTD:	$4,961.00
PSOMAS	216580	04/01/2013	86313	CONSULTING SERVICES, SURVEY - CACTUS/NASON		$3,280.00
			87032	CONSULTING SERVICES, SURVEY - CACTUS/NASON		
Remit to: SANTA ANA, CA					FYTD:	$87,470.43
PSOMAS	216661	04/08/2013	84437	CONSULTING SERVICES, SURVEY - NASON INTERCHANGE		$6,593.42
			85007	CONSULTING SERVICES, SURVEY - CACTUS/NASON		
Remit to: SANTA ANA, CA					FYTD:	$87,470.43
PSOMAS	216965	04/29/2013	87777	CONSULTING SERVICES, SURVEY - SR-60/NASON OC		$2,831.88
Remit to: SANTA ANA, CA					FYTD:	$87,470.43
PULLIAM, TRENT D.	8991	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: MISSION VIEJO, CA					FYTD:	$2,868.57
PW ENHANCEMENT CENTER	9111	04/22/2013	JAN 2013	CDBG PROGRAM REIMB.-EMERGENCY OUTREACH SERVICES		$28.14
Remit to: MORENO VALLEY, CA					FYTD:	$18,565.85

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
QWEST COMMUNICATIONS COMPANY, LLC	216623	04/01/2013	BL#09842-YR2013	REFUND OF OVERPAYMENT FOR BL#09842		$124.10
Remit to: DENVER, CO					FYTD:	$124.10
RAEMIE WOOD	216812	04/15/2013	4/22-4/26/13	TRAVEL PER DIEM-OFFICER INVOLVED SHOOTING & FORCE INVESTIG. TRNG		$250.00
Remit to: MORENO VALLEY, CA					FYTD:	$345.00
RAMON RUBAL	216849	04/15/2013	MV1120410005	REFUND-CITATION OVERPAYMENT		$65.00
Remit to: MORENO VALLEY, CA					FYTD:	$65.00
RAMOS, ROBERTO	216922	04/22/2013	APR-2013	INSTRUCTOR SVCS-KINDER KARATE & TAE KWON DO CLASSES		$492.00
Remit to: MORENO VALLEY, CA					FYTD:	$5,024.70
RASMUSSEN BROTHERS CONSTRUCTION	216889	04/22/2013	MVPD MR 2	CONSTRUCTION CONTRACT - MVPD MONITOR ROOM		$6,360.25
Remit to: FALLBROOK, CA					FYTD:	$138,313.35
RAY-RAMIREZ, DARCY L.	216699	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: RIVERSIDE, CA					FYTD:	$2,868.57
RBF CONSULTING, INC.	8896	04/01/2013	842636	CONSULTING SVCS-IS/MND FOR ALESSANDRO BLVD CORRIDOR IMPLEMENTAT.		$675.00
Remit to: IRVINE, CA					FYTD:	$46,995.94
RBF CONSULTING, INC.	8938	04/08/2013	839295	CONSULTING SERVICES, ENGINEERING - CACTUS/NASON		$4,377.50
			841232	CONSULTING SERVICES, ENGINEERING - CACTUS/NASON		
Remit to: IRVINE, CA					FYTD:	$46,995.94

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
REDBOX AUTOMATED RETAIL, LLC	216624	04/01/2013	BL#19764-YR2013	REFUND OF OVERPAYMENT FOR BL#19764		$76.19
Remit to: VILLA PARK, IL					FYTD:	$76.19
REDBOX AUTOMATED RETAIL, LLC	216625	04/01/2013	BL#21097-YR2013	REFUND OF OVERPAYMENT FOR BL#21097		$82.90
Remit to: VILLA PARK, IL					FYTD:	$82.90
REESE, JEFF	216604	04/01/2013	4/9-4/11/13	TRAVEL PER DIEM-CNOA DRUG ABUSE RECOGNITION TRNG		$150.00
Remit to: MORENO VALLEY, CA					FYTD:	$150.00
REFUGIO VAZQUEZ	216852	04/15/2013	MV3110818003	REFUND-CITATION OVERPAYMETN		$67.00
Remit to: PERRIS, CA					FYTD:	$67.00
REGINA BANKOLE	216707	04/08/2013	FEB-2013	INSTRUCTOR SVCS-AFRICAN AMERICAN HERITAGE CLASS		$24.00
Remit to: MORENO VALLEY, CA					FYTD:	$24.00
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	9048	04/15/2013	10929227	LINEN RENTAL FOR CRC		$75.00
			10935616	LINEN RENTAL FOR CRC		
			10941605	LINEN RENTAL FOR CRC		
Remit to: LOS ANGELES, CA					FYTD:	$1,295.61
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	9112	04/22/2013	10948339	LINEN RENTAL FOR CRC		$27.52
Remit to: LOS ANGELES, CA					FYTD:	$1,295.61
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	9164	04/29/2013	10954345	LINEN RENTAL FOR CRC		$22.50

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: LOS ANGELES, CA					FYTD:	$1,295.61
RESCUE ROOTER	216663	04/08/2013	259102	MAIN WATER LINE REPAIR IN ANNEX 1 PARKING LOT		$919.17
Remit to: RIVERSIDE, CA					FYTD:	$919.17
RHONDA VECHT	216832	04/15/2013	7013057-02	SOLAR INCENTIVE REBATE		$10,435.50
Remit to: MORENO VALLEY, CA					FYTD:	$10,435.50
RICARDO REYES	217054	04/29/2013	R13-060557	AS REFUND-ADPT,MC,VACS,LIC		$82.00
Remit to: MORENO VALLEY, CA					FYTD:	$82.00
RICK ENGINEERING COMPANY	8939	04/08/2013	0030625	CONSULTING SERVICES, SURVEY - CACTUS/NASON		$11,265.00
			0030604	CONSULTING SERVICES, SURVEY - CACTUS/NASON		
			0030605	CONSULTING SERVICES, SURVEY - SIP/KENTLAND WILSON KINNY		
			0031065	CONSULTING SERVICES, SURVEY - SIP/KENTLAND, WILSON, KINNY		
Remit to: RIVERSIDE, CA					FYTD:	$170,098.21
RICK HARTMANN	216691	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: SAN DIMAS, CA					FYTD:	$2,231.11
RIGHTWAY SITE SERVICES, INC.	216890	04/22/2013	722154	PORTABLE RESTROOMS-EQUESTRIAN CENTER		$470.90
			722228	PORTABLE TOILET ON WHEELS/SERVICE FOR M&O DIV.		
			722153	PORTABLE RESTROOM-COTTONWOOD GOLF COURSE		
Remit to: LAKE ELSINORE, CA					FYTD:	$5,196.17
RITA SOOHOO	217060	04/29/2013	R13-057715	AS REFUND-RABIES DEPOSIT		$20.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT)	216664	04/08/2013	9990023000-1301	800-MHZ RADIO MONTHLY LEASE		$379.80
			9990023000-1302	800-MHZ RADIO MONTHLY LEASE		
Remit to: RIVERSIDE, CA					FYTD:	$23,490.17
RIVERSIDE COUNTY SHERIFF CIVIL DIVISION-WEST	216581	04/01/2013	130321	GARNISHMENT		$159.67
Remit to: RIVERSIDE, CA					FYTD:	$5,720.83
ROGERS, EUGENE	8992	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: PEBBLE BEACH, CA					FYTD:	$2,868.57
ROMAN REYES	216848	04/15/2013	MV2120720042	REFUND-CITATION OVERPAYMENT		$133.00
Remit to: MEAD VALLEY, CA					FYTD:	$133.00
ROSENOW SPEVACEK GROUP (RSG, INC.)	216665	04/08/2013	0028900	NSP ELIGIBILITY REVIEW SERVICES		$1,235.00
			0028901	ELIGIBILITY REVIEW - ROBLES		
Remit to: SANTA ANA, CA					FYTD:	$13,058.98
ROSS, DAVID T.	8993	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
ROSSON, LOUIS A.	8994	04/08/2013	130401	RETIREE MED APR '13		$269.87
			130401a	RETIREE MED APR '13		

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: PERRIS, CA					FYTD:	$2,479.97
ROSSTON SCHOOL OF HAIR DESIGN	216626	04/01/2013	BL#24056-YR2013	REFUND OF OVERPAYMENT FOR BL#24056		$62.66
Remit to: MORENO VALLEY, CA					FYTD:	$62.66
ROTO-ROOTER PLUMBERS	9114	04/22/2013	IE242646	EMERGENCY PLUMBING REPAIRS AT COTTONWOOD GOLF COURSE		$211.00
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$563.36
RSPC, INC	217055	04/29/2013	BL#25995-YR2013	REFUND OF OVERPAYMENT FOR BL#25995		$64.20
Remit to: CORONA, CA					FYTD:	$64.20
RUDY LOPEZ	216736	04/08/2013	R12-051108	REFUND AS-REF COLL OF DEBTS FR REV EXP		$400.00
Remit to: MORENO VALLEY, CA					FYTD:	$400.00
RUSSO, JOHN	8995	04/08/2013	130401	RETIREE MED APR '13		$146.32
Remit to: RANCHO MIRAGE, CA					FYTD:	$1,715.23
SA ASSOCIATES	9049	04/15/2013	78	CONSULTING PROJECT MANAGEMENT - CACTUS/NASON		$10,800.00
Remit to: ARCADIA, CA					FYTD:	$103,425.00
SABRE LIGHTING AND SIGNS	216666	04/08/2013	5190	SIGNAGE - MORENO VALLEY UTILITIES		$2,221.31
			5167	CITY OF MORENO VALLEY ALUMINUM PLAQUE OF CITY EMBLEM		
Remit to: MORENO VALLEY, CA					FYTD:	$5,300.79
SAFEWAY SIGN CO.	9165	04/29/2013	93578	TRAFFIC SIGNS, POSTS, HARDWARE		$1,021.30

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
Remit to: ADELANTO, CA				FYTD:	$19,874.33
SALMAN, CLAUDIA	216997	04/29/2013	APR-2013	INSTRUCTOR SVCS-LATIN ZUMBA CLASS	$90.00
Remit to: MORENO VALLEY, CA				FYTD:	$876.00
SALVATION ARMY	217057	04/29/2013	1025906	REFUND RENTAL DEPOSIT FOR 3/31/13 EVENT AT CONFERENCE & REC CTR.	$300.00
Remit to: MORENO VALLEY, CA				FYTD:	$300.00
SAMBITO, MARK W.	216809	04/15/2013	FALL 2012	TUITION FEE REIMBURSEMENT	$1,500.00
Remit to: MORENO VALLEY, CA				FYTD:	$1,500.00
SANDRA GARZA	217071	04/29/2013	1026983	REFUND-CANCELLED CONTRACT CLASS	$47.00
Remit to: MORENO VALLEY, CA				FYTD:	$47.00
SAVAGE, JONATHAN	216966	04/29/2013	305	RED NOT CHILI PEPPERS BAND-5/3/13 CONCERT AT TOWNGATE PARK	$1,200.00
Remit to: SAN DIEGO, CA				FYTD:	$1,200.00
SBI BUILDERS, INC	216627	04/01/2013	BL#23915-YR2013	REFUND OF OVERPAYMENT FOR BL#23915	$61.00
Remit to: SAN JOSE, CA				FYTD:	$61.00
SCHIEFELBEIN, LORI C.	216700	04/08/2013	130401	MAR '13, PD APR '13	$318.73
Remit to: BULLHEAD CITY, AZ				FYTD:	$15,174.82
SCHIEFELBEIN, LORI C.	216967	04/29/2013	MAR 2013	CONSULTANT SVCS-ROTATIONAL TOW PROGRAM	$1,416.25
Remit to: BULLHEAD CITY, AZ				FYTD:	$15,174.82

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
SCHUMAN, MICHAEL	8996	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: RIVERSIDE, CA					FYTD:	$2,868.57
SCMAF - INLAND VALLEY	216667	04/08/2013	979	2013 SCMAF ACTIVE MEMBERS-K. CALLISTER & M. SMITH		$140.00
Remit to: EL MONTE, CA					FYTD:	$140.00
SCOTT FAZEKAS & ASSOCIATES, INC	216968	04/29/2013	16575	PLAN CHECK SERVICES FOR BLDG & SAFETY DEPT.		$605.00
Remit to: IRVINE, CA					FYTD:	$4,048.00
SEAN PAUL MERWARTH	216844	04/15/2013	MV2120216011	REFUND-CITATION OVERPAYMENT		$115.00
Remit to: RIVERSIDE, CA					FYTD:	$115.00
SEARS PORTRAIT STUDIO #41868	217059	04/29/2013	BL#05959-YR2013	REFUND OF OVERPAYMENT FOR B/L#05959		$64.90
Remit to: SAINT LOUIS, MO					FYTD:	$64.90
SECTRAN SECURITY, INC	216969	04/29/2013	13040626 - ENT	ARMORED TRANSPORT SERVICES-MV UTILITY		$477.00
			13040626 - CH	ARMORED TRANSPORT SERVICES-CITY HALL		
			13040626 - PR	ARMORED TRANSPORT SERVICES-PARKS & COMM. SVCS		
Remit to: LOS ANGELES, CA					FYTD:	$4,770.00
SECURITY LOCK & KEY	8940	04/08/2013	25852	RE-KEY OF CITY HALL CONFERENCE RM C - WO# 13-0448		$62.50
Remit to: YUCAIPA, CA					FYTD:	$15,472.35
SECURITY LOCK & KEY	9050	04/15/2013	25851	LOCK REPAIRS & DUPLICATE KEYS-SUNNYMEAD PARK SNACK BAR		$80.78
Remit to: YUCAIPA, CA					FYTD:	$15,472.35

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
SECURITY LOCK & KEY	9115	04/22/2013	25881	DOOR/LOCK REPAIRS & DUP. KEYS FOR ANNEX #1 WO#13-0550	$9,262.69
			25882	DOOR/LOCK REPAIRS-ANNEX #1 RENOVATION WO#10-2354	
Remit to: YUCAIPA, CA				FYTD:	$15,472.35
SERAFIN RAMIREZ	216747	04/08/2013	R13-059388	REFUND AS-ADOPT,VACCINES,CHIP	$87.00
Remit to: MURRIETA, CA				FYTD:	$87.00
SHARRETT, SHARON K.	8997	04/08/2013	130401	RETIREE MED APR '13	$173.37
Remit to: ONTARIO, CA				FYTD:	$1,522.53
SHEFFIELD FORECLOSURE RENOVATION	216892	04/22/2013	MV0237	FINAL REHAB COSTS FOR NSP PROPERTY AT 25472 ORCHID CT.	$7,349.09
Remit to: RIVERSIDE, CA				FYTD:	$47,828.31
SHEILA D. GIBSON	216840	04/15/2013	MV97430	REFUND-CITATION OVERPAYMENT	$407.50
Remit to: MORENO VALLEY, CA				FYTD:	$407.50
SHELDON, STUART H.	216701	04/08/2013	130401	RETIREE MED APR '13	$318.73
Remit to: MURRIETA, CA				FYTD:	$2,868.57
SHELL OIL CO.	216582	04/01/2013	065124489303	FUEL PURCHASES-PD MOTORCYCLES	$1,412.81
Remit to: COLUMBUS, OH				FYTD:	$18,518.56
SHELL OIL CO.	216893	04/22/2013	065124489304	FUEL PURCHASES-PD MOTORCYCLES	$1,564.98
Remit to: COLUMBUS, OH				FYTD:	$18,518.56
SHELL OIL CO.	216970	04/29/2013	065159196304	FUEL PURCHASE-M&O TREE CREW	$23.12

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: COLUMBUS, OH					FYTD:	$18,518.56
SHENNY MANSILLA	216928	04/22/2013	CK#2947	REISSUE UNCLAIMED CK#2947 DTD 5/12/10		$179.26
Remit to: GRAND TERRACE, CA					FYTD:	$179.26
SINGER & COFFIN, APC	8941	04/08/2013	2900	PROFESSIONAL LEGAL SERVICES - SR-60/MB PH II		$15,507.16
Remit to: IRVINE, CA					FYTD:	$74,114.00
SIRE TECHNOLOGIES/HYLAND SOFTWARE	9166	04/29/2013	215294	SIRE AGENDA/MOBILE LICENSING		$675.00
Remit to: WESTLAKE, OH					FYTD:	$49,335.04
SKECHERS	216826	04/15/2013	7013669-01/MAR13	SOLAR INCENTIVE REBATE		$5,976.34
Remit to: MANHATTAN BEACH, CA					FYTD:	$5,976.34
SKY PUBLISHING	216583	04/01/2013	13_2_282	FULL PAGE ADVERTISEMENT-"YOUR VILLA" PUBLICATION-MAR.21-23 ISSUE		$1,485.00
Remit to: MORENO VALLEY, CA					FYTD:	$56,337.00
SKY PUBLISHING	216894	04/22/2013	13_2_286	SUMMER 2013 SOARING REC. GUIDE PUBLICATION PRINTING & DELIVERY		$12,093.00
Remit to: MORENO VALLEY, CA					FYTD:	$56,337.00
SKY TRAILS MOBILE VILLAGE	9052	04/15/2013	JAN 2013a	REFUND-UUT FOR EXEMPT RESIDENTS		$58.38
Remit to: LOS ANGELES, CA					FYTD:	$417.98
SMITH, MARIA A.	8998	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
SMOOTH TRANSITION, INC	216938	04/22/2013	JAN-MAR 2013	CDBG REIMB-JOB READINESS PROGRAM		$2,500.00
Remit to: RIVERSIDE, CA					FYTD:	$5,000.00
SO CAL FIRE PREVENTION OFFICERS ASSOC.	216998	04/29/2013	5/14/13 TRAINING	RANDY MELTZ REGIS-SIGNIFICANT CODE CHANGES TRAINING		$50.00
Remit to: SAN DIEGO, CA					FYTD:	$600.00
SOCO GROUP, INC	9053	04/15/2013	690901	FUEL FOR CITY VEHICLES & EQUIPMENT		$4,816.98
Remit to: PERRIS, CA					FYTD:	$301,905.42
SOCO GROUP, INC	9116	04/22/2013	690198	FUEL FOR CITY VEHICLES & EQUIPMENT		$8,349.09
Remit to: PERRIS, CA					FYTD:	$301,905.42
SOCO GROUP, INC	9167	04/29/2013	691925	FUEL FOR CITY VEHICLES & EQUIPMENT		$7,673.78
Remit to: PERRIS, CA					FYTD:	$301,905.42
SOLAR CITY CORP.	216827	04/15/2013	BL#20338-YR2013	REFUND OF DUPICATE PAYMENT FOR BL#20338		$510.08
Remit to: SAN MATEO, CA					FYTD:	$510.08
SORRELLA CREATIVE DESIGN	216895	04/22/2013	0001-000003	FINAL FEE FOR MURAL		$3,406.25
Remit to: RIVERSIDE, CA					FYTD:	$14,445.00
SOUTH COAST AIR QUALITY MGMT DISTRICT	216669	04/08/2013	2567419	ANNUAL OPERATING FEES FOR GENERATOR AT FIRE ST #6		$426.41
			2568406	EMISSIONS FEES FOR GENERATOR AT FIRE ST #6		
Remit to: DIAMOND BAR, CA					FYTD:	$3,589.37

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
SOUTH COAST AIR QUALITY MGMT DISTRICT	216896	04/22/2013	2581091	ANNUAL OPERATING FEES FOR GENERATOR AT FIRE ST #58		$426.41
			2581741	EMISSIONS FEES FOR GENERATOR AT FIRE ST #58		
Remit to: DIAMOND BAR, CA					FYTD:	$3,589.37
SOUTHERN CALIFORNIA EDISON 1	216584	04/01/2013	FEB-13 4/1/13	ELECTRICITY		$18,816.72
			MAR-13 4/1/13	ELECTRICITY		
Remit to: ROSEMEAD, CA					FYTD:	$2,645,221.80
SOUTHERN CALIFORNIA EDISON 1	216671	04/08/2013	MAR-13 4/8/13	ELECTRICITY		$6,437.36
Remit to: RIALTO, CA					FYTD:	$2,645,221.80
SOUTHERN CALIFORNIA EDISON 1	216897	04/22/2013	MAR-13 4/22/13	ELECTRICITY		$15,558.86
Remit to: ROSEMEAD, CA					FYTD:	$2,645,221.80
SOUTHERN CALIFORNIA EDISON 1	216971	04/29/2013	MAR-13 4/29/13	ELECTRICITY		$17,956.52
			APR-13 4/29/13	ELECTRICITY		
Remit to: ROSEMEAD, CA					FYTD:	$2,645,221.80
SOUTHERN CALIFORNIA GAS CO.	216791	04/15/2013	178 260 1859 4	GAS CHARGES - OPENING BILL FOR ANNEX BLDG 1		$1,065.92
Remit to: MONTEREY PARK, CA					FYTD:	$54,773.50
SOUTHERN CALIFORNIA GAS CO.	216898	04/22/2013	MAR-2013	GAS CHARGES		$4,671.80
Remit to: MONTEREY PARK, CA					FYTD:	$54,773.50
SOUTHERN PET SUPPLIES	9054	04/15/2013	9255	PET SUPPLIES-COLLARS		$937.30
			9257	PET SUPPLIES-COLLARS, LEADS, HARNESSES		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: SAN DIEGO, CA					FYTD:	$4,226.40
SPARKLETTS	216585	04/01/2013	7387294 020713	BOTTLED WATER/SVC-COTTONWOOD GOLF COURSE		$14.50
			7387294 030713	BOTTLED WATER/SVC-COTTONWOOD GOLF COURSE		
			10050036 030213	BOTTLED WATER/SVC-EOC/ERF		
Remit to: DALLAS, TX					FYTD:	$1,029.62
SPARKLETTS	216792	04/15/2013	7364596 040213	BOTTLED WATER/SVC-CREEKSIDE ELEMENTARY "A CHILDS PLACE"		$62.77
			7363683 040213	BOTTLED WATER/SVC-ARMADA ELEMENTARY "A CHILDS PLACE"		
			7364551 032313	BOTTLED WATER/SVC-SUNNYMEAD ELEMENTARY "A CHILDS PLACE"		
Remit to: DALLAS, TX					FYTD:	$1,029.62
SPARKLETTS	216899	04/22/2013	7387294 040713	BOTTLED WATER/SVC-COTTONWOOD GOLF COURSE		$5.00
Remit to: DALLAS, TX					FYTD:	$1,029.62
SPARKLETTS	216972	04/29/2013	10050036 040213	BOTTLED WATER/SVC-EOC/ERF		$4.50
Remit to: DALLAS, TX					FYTD:	$1,029.62
SPECK, GARY B.	8999	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
SPECTRUM FLORAL SERVICE	216750	04/08/2013	BL#06249-YR2013	REFUND OF OVERPAYMENT FOR BL#06249		$98.14
Remit to: VISTA, CA					FYTD:	$98.14
SPENCER, MARTHA	9000	04/08/2013	130401	RETIREE MED APR '13		$146.32

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$1,715.23
SPORTS TREASURES	216629	04/01/2013	BL#22711-YR2013	REFUND OF OVERPAYMENT FOR BL#22711		$90.57
Remit to: ORANGE, CA					FYTD:	$90.57
SPRINT	8897	04/01/2013	634235346-030	CELLULAR PHONE SVC FOR PD SET		$530.79
Remit to: CAROL STREAM, IL					FYTD:	$7,323.01
SPRINT	8942	04/08/2013	634235346-031	CELLULAR PHONE SVC FOR PD SET		$570.06
			417544340-076	CELLULAR PHONE SVC FOR PD GTF		
Remit to: CAROL STREAM, IL					FYTD:	$7,323.01
SPRINT	216900	04/22/2013	LCI-159599	CELLULAR TECH EXTRACTION & LOCATOR SVCS		$30.00
Remit to: KANSAS CITY, MO					FYTD:	$7,323.01
SPRINT	216973	04/29/2013	LCI-167972	CELLULAR TECH EXTRACTION & LOCATOR SVCS		$30.00
Remit to: KANSAS CITY, MO					FYTD:	$7,323.01
SPRINT SPECTRUM, LP	216828	04/15/2013	BL#09485-YR2013	REFUND OF OVERPAYMENT FOR B/L#		$70.37
Remit to: OVERLAND PARK, KS					FYTD:	$70.37
STACIE CLARK	216726	04/08/2013	R13-057401	REFUND AS-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
STANDARD INSURANCE CO	216605	04/01/2013	130401	SUPPLEMENTAL INSURANCE		$2,018.57
Remit to: PORTLAND, OR					FYTD:	$304,037.46

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
STANLEY CONVERGENT SECURITY SOLUTNS, INC	8898	04/01/2013	10032217	SECURITY SYSTEM MONITORING-PARKS SNACK BARS	$186.17
Remit to: PALATINE, IL				FYTD:	$44,433.58
STANLEY CONVERGENT SECURITY SOLUTNS, INC	9055	04/15/2013	10046384	ALARM SYSTEM MONITORING SVCS-TOWNGATE COMM. CTR	$19,585.83
			10065809	FIRE ALARM SYSTEM EXPANSION AT ANNEX 1 BUILDING	
			10055949	ALARM SYSTEM MONITORING SVCS-TS ANNEX	
			10057887	ALARM SYSTEM MONITORING SVCS-PUBLIC SAFETY BLDG	
			10045048	ALARM SYSTEM MONITORING SVCS-ANNEX BLDG 1	
			10045025	ALARM SYSTEM MONITORING SVCS-CONF. & REC CTR.	
			10040951	ALARM SYSTEM MONITORING SVCS-MARCH FIELD PARK COMM CTR.	
			10038429	ALARM SYSTEM MONITORING SVCS-EOC	
			10065689	INTRUSION ALARM SYSTEM EXPANSION AT ANNEX 1 BUILDING	
Remit to: PALATINE, IL				FYTD:	$44,433.58
STANLEY CONVERGENT SECURITY SOLUTNS, INC	9168	04/29/2013	10118194	ALARM SYSTEM MONITORING SVCS-GANG TASK FORCE OFFICE	$361.24
			10074601	ALARM SYSTEM SERVICE AT ANNEX 4-MALFUNCTION/PHONE LINE DOWN	
			10123021	ALARM SYSTEM MONITORING SVCS-EOC	
Remit to: PALATINE, IL				FYTD:	$44,433.58
STATE BOARD OF EQUALIZATION	216974	04/29/2013	1ST QTR 2013	ACCT# 31-000177-ELECTR. ENERGY SURCHARGE RETURN/JAN-MAR 2013	$7,611.88
Remit to: SACRAMENTO, CA				FYTD:	$35,307.18

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
STATE BOARD OF EQUALIZATION 1	9184	04/26/2013	033113	SALES & USE TAX-1ST QTR 2013 (1/1-3/31/13)		$1,249.00
Remit to: SACRAMENTO, CA					FYTD:	$20,816.12
STATE CONTROLLER'S OFFICE	216975	04/29/2013	27285	ANNUAL STREET REPORT 2011-12		$2,500.00
Remit to: SACRAMENTO, CA					FYTD:	$2,500.00
STATE DISBURSEMENT UNIT	9065	04/05/2013	2013-00000012	1005 - GARNISHMENT - CHILD SUPPORT*		$2,111.48
Remit to: WEST SACRAMENTO, CA					FYTD:	$47,215.73
STATE DISBURSEMENT UNIT	9180	04/19/2013	2013-00000034	1005 - GARNISHMENT - CHILD SUPPORT*		$2,059.56
Remit to: WEST SACRAMENTO, CA					FYTD:	$47,215.73
STATE OF CALIFORNIA DEPT. OF JUSTICE	216586	04/01/2013	961578	BLOOD ALCOHOL ANALYSIS FOR PD		$2,081.00
			958040	FINGERPRINTING SVCS-PD		
			932463 (SRTS)	FINGERPRINTING SVCS-SRTS PROGRAM		
			932463	FINGERPRINTING SVCS-HR		
Remit to: SACRAMENTO, CA					FYTD:	$29,588.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	216672	04/08/2013	932463 (C. PTRL)	FINGERPRINTING SVCS-CITZ. PATROL VOLS.		$64.00
Remit to: SACRAMENTO, CA					FYTD:	$29,588.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	216673	04/08/2013	881756	FINGERPRINTING SVCS-PD		$32.00
Remit to: SACRAMENTO, CA					FYTD:	$29,588.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
STATE OF CALIFORNIA DEPT. OF JUSTICE	216976	04/29/2013	963126	FINGERPRINTING SVCS-PD		$1,609.00
			967100	BLOOD ALCOHOL ANALYSIS FOR PD		
Remit to: SACRAMENTO, CA					FYTD:	$29,588.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	216977	04/29/2013	937971 (C. PTRL)	FINGERPRINTING SVCS-CITIZEN PATROL VOLUNTEERS		$288.00
			937971 (SRTS)	FINGERPRINTING SVCS-SRTS PROGRAM		
Remit to: SACRAMENTO, CA					FYTD:	$29,588.00
STATEWIDE TOWING & RECOVERY	216978	04/29/2013	67941	TOWING SERVICES FOR PD-COMM. SVCS. VEHICLE		$109.00
Remit to: RIVERSIDE, CA					FYTD:	$254.00
STENO SOLUTIONS TRANSCRIPTION SVCS., IN	9117	04/22/2013	42518	TRANSCRIPTION SERVICES FOR PD		$1,465.28
Remit to: CORONA, CA					FYTD:	$28,096.96
STENO SOLUTIONS TRANSCRIPTION SVCS., IN	216632	04/01/2013	42504	TRANSCRIPTION SERVICES FOR PD		$1,430.08
Remit to: CORONA, CA					FYTD:	$28,096.96
STEPHANIE BERUMEN	216724	04/08/2013	R12-056130	REFUND AS-SPAY/NEUTER AND RABIES		$95.00
Remit to: REDLANDS, CA					FYTD:	$95.00
STEPHANIE C SHIPMAN	216850	04/15/2013	MV3121127043	REFUND-CITATION OVERPAYMENT		$57.50
Remit to: PINE GROVE, CA					FYTD:	$57.50
STEVE M. DURAN	216838	04/15/2013	MV2120822017	REFUND-CITATION OVERPAYMENT		$20.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
STEVE SALAIZ	216923	04/22/2013	MAR-2013	INSTRUCTOR SVCS-TAE KWON DO CLASS		$78.00
			APR-2013	INSTRUCTOR SVCS-TAE KWON DO CLASS		
Remit to: MIRA LOMA, CA					FYTD:	$195.00
STEVEN MA	216737	04/08/2013	FA12-1678	REFUND-WAIVED FIRE INSPECTION LATE CHARGES		$15.70
Remit to: LOS ANGELES, CA					FYTD:	$15.70
STEWART, CLIFFORD	9001	04/08/2013	130401	RETIREE MED APR '13		$210.74
Remit to: GLENDALE, AZ					FYTD:	$2,200.16
STITES, ROBERT	216810	04/15/2013	4/22-4/26/13	TRAVEL PER DIEM-OFFICER INVOLVED SHOOTING & FORCE INVESTIG. TRNG		$250.00
Remit to: MORENO VALLEY, CA					FYTD:	$345.00
STK ARCHITECTURE, INC.	8899	04/01/2013	19700	ARCHITECTURAL SERVICES - FIRE STATION NO. 6 STORAGE		$16,301.50
			19711	ANNEX 1 REDESIGN & RENOVATION PROJ.-WATER/LANDSCAPE METERS SVCS		
			19714	CITY HALL RESTROOM REMODEL-DESIGN SERVICES		
			19697	ARCHITECTURAL SERVICES - CITY HALL 2ND LEVEL FLOOR		
			19712	ARCHITECTURAL SERVICES - CITY HALL 2ND LEVEL FLOOR		
			19713	ARCHITECTURAL SERVICES - CITY HALL 2ND LEVEL FLOOR		
			19699	ARCHITECTURAL SERVICES - FIRE STATION NO. 6 STORAGE		
			19710	ANNEX 1 REDESIGN & RENOVATION PROJECT SVCS		
Remit to: TEMECULA, CA					FYTD:	$218,247.88

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
STRADLING, YOCCA, CARLSON & RAUTH	8943	04/08/2013	278464-0031	LEGAL SERVICES		$2,499.50
			278466-0036	LEGAL SERVICES		
			278465-0034	LEGAL SERVICES		
Remit to: NEWPORT BEACH, CA					FYTD:	$95,127.03
STRADLING, YOCCA, CARLSON & RAUTH	9118	04/22/2013	279062-0032	LEGAL SERVICES		$6,306.30
Remit to: NEWPORT BEACH, CA					FYTD:	$95,127.03
STRADLING, YOCCA, CARLSON & RAUTH	216633	04/01/2013	278463-0017	LEGAL SERVICES RE: HIGHLAND FAIRVIEW PROJECT		$3,708.50
Remit to: NEWPORT BEACH, CA					FYTD:	$95,127.03
STREICH, TERRY L.	9002	04/08/2013	130401	VSP APR '13, PD APR '13		$30.33
Remit to: MORENO VALLEY, CA					FYTD:	$2,162.88
STRICKLER ASSOCIATION, THE	8900	04/01/2013	4400	CONSULTANT SVCS-NSP PROJECT-FEB13		$910.00
Remit to: SAN BERNARDINO, CA					FYTD:	$14,066.23
STRICKLER ASSOCIATION, THE	9119	04/22/2013	4500	CONSULTANT SVCS-HABITAT FOR HUMANITY PROJECT		$2,177.50
Remit to: SAN BERNARDINO, CA					FYTD:	$14,066.23
STUDIO PRODUCTIONS	216674	04/08/2013	7318	PURCHASE OF USED SOUND EQUIPMENT		$13,105.82
Remit to: COLTON, CA					FYTD:	$13,105.82
SUNGLASS HUT STORE #4536	216829	04/15/2013	BL#06427-YR2013	REFUND OF OVERPAYMENT FOR B/L#06427		$64.88

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MASON, OH					FYTD:	$64.88
SUNNYMEAD ACE HARDWARE	216587	04/01/2013	50696	MISC. SUPPLIES FOR FIRE ST. 2		$97.97
Remit to: MORENO VALLEY, CA					FYTD:	$1,516.82
SUNNYMEAD ACE HARDWARE	216588	04/01/2013	48502	MISC. SUPPLIES FOR PD		$257.61
			50382	MISC. SUPPLIES FOR PD		
			50108	MISC. SUPPLIES FOR PD		
			49840	MISC. SUPPLIES FOR PD		
			49707	MISC. SUPPLIES FOR PD		
			49447	MISC. SUPPLIES FOR PD		
			49289	MISC. SUPPLIES FOR PD		
			48088	MISC. SUPPLIES FOR PD		
			49424	MISC. SUPPLIES FOR PD		
Remit to: MORENO VALLEY, CA					FYTD:	$1,516.82
SUNNYMEAD ACE HARDWARE	216675	04/08/2013	48841	MISC. SUPPLIES FOR PD		$71.49
			50608	MISC. SUPPLIES FOR PD		
			47538	MISC. SUPPLIES FOR PD		
			50511	MISC. SUPPLIES FOR PD		
			50427	MISC. SUPPLIES FOR PD		
Remit to: MORENO VALLEY, CA					FYTD:	$1,516.82
SUNNYMEAD ACE HARDWARE	216901	04/22/2013	50923	MISC. SUPPLIES FOR PD		$15.94
Remit to: MORENO VALLEY, CA					FYTD:	$1,516.82

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
SUNNYMEAD ACE HARDWARE	216902	04/22/2013	50958	MISC. SUPPLIES FOR FIRE ST. 48 - SHOWER HEAD		$32.08
Remit to: MORENO VALLEY, CA					FYTD:	$1,516.82
SUNNYMEAD ACE HARDWARE	216979	04/29/2013	51148	MISC. SUPPLIES FOR PD		$24.38
Remit to: MORENO VALLEY, CA					FYTD:	$1,516.82
SUNNYMEAD INVESTMENT CORP	216830	04/15/2013	FW13-0001	REFUND-SPECIAL DISTRICT FEE/APN 292-250-012		$13.80
Remit to: BUENA PARK, CA					FYTD:	$13.80
SUNNYMEAD VILLAGE DENTAL GROUP	217062	04/29/2013	BL#22729-YR2013	REFUND OF DUPLICATE PAYMENT FOR BL#22729		$441.29
Remit to: MORENO VALLEY, CA					FYTD:	$441.29
SUNWEST ELECTRIC, INC	216751	04/08/2013	BL#13034-YR2013	REFUND OF OVERPAYMENT FOR BL#13034		$60.00
Remit to: ANAHEIM, CA					FYTD:	$60.00
SUPERIOR TOWING INC	216676	04/08/2013	66487	TOWING SERVICE FOR PD - INV MV130400203		$562.50
			66736	TOWING SERVICE FOR PD - INV MV130400203		
Remit to: MORENO VALLEY, CA					FYTD:	$562.50
TAQUERIA ZACATECAS	216630	04/01/2013	BL#17787-YR2013	REFUND OF OVERPAYMENT FOR BL#17787		$83.27
Remit to: MORENO VALLEY, CA					FYTD:	$83.27
TAX COMPLIANCE SERVICES	216589	04/01/2013	2012-2013 STMT 8	UUT AUDIT & CONSULTING SERVICES		$5,000.00
Remit to: THOUSAND OAKS, CA					FYTD:	$50,000.00
TAX COMPLIANCE SERVICES	216980	04/29/2013	2012-2013 STMT 9	UUT AUDIT & CONSULTING SERVICES		$5,000.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: THOUSAND OAKS, CA					FYTD:	$50,000.00
TAYLOR'S APPLIANCE	216677	04/08/2013	J81560	CLOTHES DRYER REPAIR - FIRE STATION 58		$182.74
Remit to: RIVERSIDE, CA					FYTD:	$1,206.79
TAYLOR'S APPLIANCE	216904	04/22/2013	J81692	INITIAL SERVICE CALL REGARDING DISHWASHER AT FIRE ST. #65		$546.28
			BB4258-0	PURCHASE OF NEW DISHWASHER FOR FIRE ST #65		
Remit to: RIVERSIDE, CA					FYTD:	$1,206.79
TAYLOR'S APPLIANCE	216981	04/29/2013	J82206	GAS DRYER REPAIRS AT FIRE ST. #91		$162.56
Remit to: RIVERSIDE, CA					FYTD:	$1,206.79
TEIRNEY LEEKS	217037	04/29/2013	R13-060767	AS REFUND - RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
TERRI MEINE	216739	04/08/2013	R13-059586	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MEAD VALLEY, CA					FYTD:	$20.00
THERMAL COMBUSTION INNOVATORS	216678	04/08/2013	105035	BIOHAZARD MEDICAL WASTE DISPOSAL SVCS FOR ANIMAL SHELTER		$73.20
Remit to: COLTON, CA					FYTD:	$872.42
THERMAL-COOL INC.	216793	04/15/2013	31649	MAINT. SERVICE TO A/C AT SUNNYMEAD PARK SNACK BAR		$95.00
Remit to: RIVERSIDE, CA					FYTD:	$1,845.77
THOMAS ASHLEY	216723	04/08/2013	R13-060089	AS REFUND-TRAP DEPOSIT		$50.00
Remit to: MORENO VALLEY, CA					FYTD:	$50.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
THOMAS MADRIL	216842	04/15/2013	MVP57126	REFUND-CITATION OVERPAYMETN		$57.50
Remit to: RIVERSIDE, CA					FYTD:	$57.50
THOMAS MADRIL	216843	04/15/2013	MVP50844	REFUND-CITATION OVERPAYMENT		$54.50
Remit to: RIVERSIDE, CA					FYTD:	$54.50
THRIFTY OIL COMPANY #348	217063	04/29/2013	BL#06624-YR2013	REFUND OF OVERPAYMENT FOR B/L#06624		$61.86
Remit to: SANTA FE SPRINGS, CA					FYTD:	$61.86
TILT	217064	04/29/2013	BL#13877-YR2013	REFUND OF OVERPAYMENT FOR BL#13877		$49.56
Remit to: CARROLLTON, TX					FYTD:	$49.56
TINO MONTEMOR	216929	04/22/2013	CK#190277	REISSUE UNCLAIMED CK#190277 DTD 11/13/08		$73.49
Remit to: MORENO VALLEY, CA					FYTD:	$73.49
TITLE 365	216753	04/08/2013	APN 481-171-049	REFUND OF 2011 FIRE ABATEMENT FEES (DUP PAID THRU PROP TAX BILL)		$500.50
Remit to: RIVERSIDE, CA					FYTD:	$500.50
TMAD TAYLOR & GAINES ENGINEERS	216983	04/29/2013	00076932	CONSTRUCTION SUPPORT SERVICES - EOC GENERATOR		$1,950.00
Remit to: PASADENA, CA					FYTD:	$13,600.00
T-MOBILE USA	216903	04/22/2013	40399	CELLULAR TECH EXTRACTION & LOCATOR SVCS FOR PD-MV121200513		$700.00
Remit to: SEATTLE, WA					FYTD:	$1,000.00
TRACSYSTEMS, INC.	216679	04/08/2013	1103	PHAROS ANNUAL MAINTENANCE FOR LIBRARY		$3,919.50

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: ADDISON, TX					FYTD:	$6,114.50
TRICHE, TARA	216924	04/22/2013	APR-2013	INSTRUCTOR SVCS-DANCE CLASSES		$2,863.80
Remit to: MORENO VALLEY, CA					FYTD:	$21,696.00
TROPICAL PLAZA NURSERY, INC.	9120	04/22/2013	M51635	IRRIGATION REPAIRS-ZONE E-2		$403.71
			M51636	IRRIGATION REPAIRS-ZONE E-2		
Remit to: VILLA PARK, CA					FYTD:	$91,890.67
TROPICAL PLAZA NURSERY, INC.	9169	04/29/2013	M51694	LANDSCAPE MAINT.-ZONE E-2		$6,101.66
Remit to: VILLA PARK, CA					FYTD:	$91,890.67
TROPICAL PLAZA NURSERY, INC.	216761	04/08/2013	M51533	LANDSCAPE MAINT.-ZONE E-2		$6,376.51
			M51474	IRRIGATION REPAIRS-ZONE E-2		
Remit to: VILLA PARK, CA					FYTD:	$91,890.67
TRUGREEN LANDCARE	9170	04/29/2013	7498100	REPLACEMENT OF 2" VALVE AT ALESSANDRO & VETERANS WAY		$110.94
Remit to: RIVERSIDE, CA					FYTD:	$257,027.21
TRULY NOLEN OF AMERICA, INC	216631	04/01/2013	BL#06792-YR2013	REFUND OF OVERPAYMENT FOR BL#06792		$66.40
Remit to: TUCSON, AZ					FYTD:	$66.40
TUFFSTUFF FITNESS EQUIPMENT, INC	216591	04/01/2013	215620	TREADMILL FOR FIRE STATION 2		$3,698.90
Remit to: CHINO, CA					FYTD:	$8,510.48
TW TELECOM	216592	04/01/2013	05390074a	INTERNET & DATA SERVICES		$3,022.90

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
TW TELECOM	216592	04/01/2013	05390074	TELECOM SVCS-LOCAL/LONG DISTANCE CALLS		$3,022.90
Remit to: DENVER, CO					FYTD:	$32,751.64
TW TELECOM	216905	04/22/2013	05450665	TELECOM SVCS-LOCAL/LONG DISTANCE CALLS		$3,094.88
			05450665a	INTERNET & DATA SERVICES		
Remit to: DENVER, CO					FYTD:	$32,751.64
U.S. HEALTHWORKS MEDICAL GROUP	216794	04/15/2013	130067879 2/28	EMPLOYEE INJURY MEDICAL TREATMENT/CARE		$68.62
Remit to: LOS ANGELES, CA					FYTD:	$3,484.26
U.S. POSTAL SERVICE	216718	04/08/2013	PERMIT DEPOSIT	PERMIT #656 - POSTAGE TO MAIL CSD ANNUAL NOTICE POSTCARDS		$6,649.35
Remit to: MORENO VALLEY, CA					FYTD:	$30,074.35
U.S. POSTAL SERVICE	216719	04/08/2013	PERMIT 6 RENEWAL	BRM PERMIT AND ANNUAL MAINTENANCE FEES FOR PERMIT #6		$835.00
Remit to: MORENO VALLEY, CA					FYTD:	$30,074.35
UC REGENTS - GOVT'L & COMMUNITY RELATION	216811	04/15/2013	4/24/13 MEETING	COUNCIL MEMBER V. BACA FOR CUC BREAKFAST MEETING 4/24/13		$22.00
Remit to: RIVERSIDE, CA					FYTD:	$47.00
ULTRA HEALTH CENTER	216831	04/15/2013	BL#23150-YR2013	REFUND OF OVERPAYMENT FOR B/L#23150		$100.00
Remit to: MORENO VALLEY, CA					FYTD:	$100.00
UNDERGROUND SERVICE ALERT	9122	04/22/2013	320130441 d	DIGALERT TICKETS SUBSCRIPTION SERVICE		$445.50
			320130441 b	DIGALERT TICKETS SUBSCRIPTION SERVICE		
			320130441 a	DIGALERT TICKETS SUBSCRIPTION SERVICE		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
UNDERGROUND SERVICE ALERT	9122	04/22/2013	320130441 c	DIGALERT TICKETS SUBSCRIPTION SERVICE		$445.50
Remit to: CORONA, CA					FYTD:	$4,090.50
UNICCA CHATMAN	216725	04/08/2013	R13-057415	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
UNION BANK OF CALIFORNIA 1	216984	04/29/2013	802036	INVESTMENT SAFEKEEPING SERVICES		$291.67
Remit to: SAN DIEGO, CA					FYTD:	$2,951.03
UNITED POWER GENERATION, INC.	216985	04/29/2013	3427	PURCHASE/INSTALL NEW GRP SEALED BATTERY FOR GENERATOR-FS #48		$346.96
Remit to: RIVERSIDE, CA					FYTD:	$9,376.51
UNITED ROTARY BRUSH CORP	9056	04/15/2013	274859	STREET SWEEPER BROOM KITS/RECONDITIONING		$1,494.76
Remit to: ESCONDIDO, CA					FYTD:	$27,763.49
UNITED SITE SERVICES OF CA, INC.	9057	04/15/2013	114-1168681	FENCE RENTAL AT ANIMAL SHELTER		$106.65
Remit to: PHOENIX, AZ					FYTD:	$1,064.75
UNITED WAY OF INLAND VALLEYS	216593	04/01/2013	130321	U W CONTRIBUTIONS		$261.00
Remit to: RIVERSIDE, CA					FYTD:	$8,143.00
UNITED WAY OF INLAND VALLEYS	216906	04/22/2013	2013-00000030	8720 - UNITED WAY		$261.00
Remit to: RIVERSIDE, CA					FYTD:	$8,143.00
UNITED WAY OF INLAND VALLEYS	216915	04/22/2013	2013-00000008	8720 - UNITED WAY		$261.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$8,143.00
UNIVERSAL SPECIALTY VEHICLES, INC	216907	04/22/2013	26002	PARTS & LABOR FOR AWNINGS, ETC. REPAIRS FOR PD MCC		$7,289.03
Remit to: PERRIS, CA					FYTD:	$7,289.03
USA MOBILITY/ARCH WIRELESS	9123	04/22/2013	W6218870D	PAGER SERVICE		$34.68
Remit to: SPRINGFIELD, VA					FYTD:	$366.17
VA CONSULTING, INC.	9171	04/29/2013	31009	CONSULTING SERVICES, SURVEY - HEACOCK BRIDGE		$16,880.25
			31055	CONSULTING SERVICES, SURVEY - HEACOCK BRIDGE		
			31098	CONSULTING SERVICES, SURVEY - HEACOCK BRIDGE		
Remit to: IRVINE, CA					FYTD:	$22,715.40
VACATE PEST ELIMINATION COMPANY	8944	04/08/2013	39964	RODENT CONTROL-AQUEDUCT		$180.00
			39965	RODENT CONTROL-ELECTRIC UTILITY SUBSTATION		
			40278	RODENT CONTROL-AQUEDUCT		
			40279	RODENT CONTROL-ELECTRIC UTILITY SUBSTATION		
Remit to: MORENO VALLEY, CA					FYTD:	$12,635.00
VACATE PEST ELIMINATION COMPANY	9058	04/15/2013	40326	PEST CONTROL SERVICE-TRANSP. TRAILER		$1,410.00
			40316	PEST CONTROL SERVICE-CITY HALL		
			40317	PEST CONTROL SERVICE-CONFERENCE & REC CTR.		
			40318	PEST CONTROL SERVICE-CITY YARD		
			40319	PEST CONTROL SERVICE-PUBLIC SAFETY BLDG		

MV00209947

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
VACATE PEST ELIMINATION COMPANY	9058	04/15/2013	40320	PEST CONTROL SERVICE-EOC	$1,410.00
			40322	PEST CONTROL SERVICE-ANNEX BLDG 1	
			40323	PEST CONTROL SERVICE-ANIMAL SHELTER	
			40325	PEST CONTROL SERVICE-MARCH FIELD PARK COMM. CTR	
			40157	PEST CONTROL SERVICE-FIRE ST. #2	
			39918	EMERGENCY SVCS-TREATED BEE HIVE IN TREE ON VACANT LOT	
			40324	PEST CONTROL SERVICE-MARCH FIELD BLDG 823	
			40148	PEST CONTROL SERVICE-FIRE ST. #48	
			40314	PEST CONTROL SERVICE-GOLF COURSE PRO SHOP	
			40122	PEST CONTROL SERVICE-FIRE ST. #65	
			40158	PEST CONTROL SERVICE-FIRE ST. #91	
			40149	PEST CONTROL SERVICE-TOWNGATE COMM. CTR	
			40150	PEST CONTROL SERVICE-FIRE ST. #99	
			40151	PEST CONTROL SERVICE-UTILITY FIELD OFFICE	
			40153	PEST CONTROL SERVICE-FIRE ST. #6	
			40154	PEST CONTROL SERVICE-LIBRARY	
			40155	PEST CONTROL SERVICE-FIRE ST. #58	
			40156	PEST CONTROL SERVICE-SENIOR CENTER	
Remit to: MORENO VALLEY, CA				FYTD:	$12,635.00
VAL VERDE UNIFIED SCHOOL DISTRICT	216795	04/15/2013	12/3/12-3/1/13	REFUND MARCH MIDDLE SCHOOL PUBLIC PURPOSE FUNDS ON ELECTRIC BILL	$1,806.81
Remit to: PERRIS, CA				FYTD:	$18,214.67
VARIABLE SPEEDS SOLUTIONS INC	216935	04/22/2013	8777	PUMP LABOR MAINT. OT-HERITAGE RANCH WQB #31269-1	$285.00

MV00209948

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: HUNTINGTON BEACH, CA					FYTD:	$3,515.00
VAS ASSOCIATES, INC.	8945	04/08/2013	177	CONSULTING PROJECT MANAGEMENT - CACTUS/NASON		$20,160.00
Remit to: CORONA, CA					FYTD:	$209,760.00
VASQUEZ, CAROL	216702	04/08/2013	130401	MAR '13, PD APR '13		$318.73
Remit to: RIALTO, CA					FYTD:	$956.19
VAVRINEK, TRINE, DAY & CO., LLP	216681	04/08/2013	0095204-IN	ACCOUNTING SERVICES - FEB. 2013		$7,682.00
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$37,229.00
VAVRINEK, TRINE, DAY & CO., LLP	216986	04/29/2013	0095871-IN	ACCOUNTING SERVICES-TEMP. PRINCIPAL ACCOUNTANT BACKFILL-MAR 2013		$2,232.00
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$37,229.00
VEGAS SHEPHARD RESCUE	217065	04/29/2013	R13-060984	AS REFUND-AD RESCUE		$10.00
Remit to: BOULDER, NV					FYTD:	$10.00
VENA RIDDERBUSCH	216825	04/15/2013	1025340/1025341	REFUND-RENTAL & OTHER FEES-TCC		$294.00
Remit to: MORENO VALLEY, CA					FYTD:	$294.00
VERIZON	216796	04/15/2013	EQN6913105-13087	BACKBONE COMMUNICATION CHARGES		$1,755.12
Remit to: TRENTON, NJ					FYTD:	$17,612.52
VERIZON CALIFORNIA	216594	04/01/2013	951 UH2-7052/MAR	PHONE CHARGES-ERC		$623.89
Remit to: DALLAS, TX					FYTD:	$7,527.75
VERIZON CALIFORNIA	216908	04/22/2013	951 UH2-7052/APR	PHONE CHARGES-ERC		$624.03

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: DALLAS, TX					FYTD:	$7,527.75
VERIZON CALIFORNIA	216987	04/29/2013	1258220327APR-13	FIOS SERVICES FOR FIRE STATION 99		$101.56
Remit to: DALLAS, TX					FYTD:	$7,527.75
VERIZON WIRELESS	216682	04/08/2013	9701391358	CELLULAR SERVICE FOR PD TICKET WRITERS		$159.45
Remit to: DALLAS, TX					FYTD:	$1,482.15
VICTOR MEDICAL CO	216683	04/08/2013	3261613	ANIMAL MEDICAL SUPPLIES/VACCINES		$8,989.92
			3261867	ANIMAL MEDICAL SUPPLIES/VACCINES		
			3233209	ANIMAL MEDICAL SUPPLIES/VACCINES		
			3228731	ANIMAL MEDICAL SUPPLIES/VACCINES		
			3219763	ANIMAL MEDICAL SUPPLIES/VACCINES		
			3200671	ANIMAL MEDICAL SUPPLIES/VACCINES		
Remit to: LAKE FOREST, CA					FYTD:	$24,264.22
VICTOR MEDICAL CO	216797	04/15/2013	3278173	ANIMAL MEDICAL SUPPLIES/VACCINES		$1,033.13
Remit to: LAKE FOREST, CA					FYTD:	$24,264.22
VIEVU	217074	04/29/2013	5530	REPAIR OF WEARABLE CAMERA FOR PD		$193.00
Remit to: SEATTLE, WA					FYTD:	$19,352.00
VIGIL, ERNEST	9004	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
VINCENT, CLARENCE	216703	04/08/2013	130401	RETIREE MED APR '13		$318.73

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$18,074.33
VISION SERVICE PLAN	8901	04/01/2013	130401	EMPLOYEE VISION INSURANCE		$3,914.97
Remit to: SAN FRANCISCO, CA					FYTD:	$39,199.12
VORTEX INDUSTRIES, INC	217066	04/29/2013	BL#07070-YR2013	REFUND OF OVERPAYMENT FOR BL#07070		$88.02
Remit to: COSTA MESA, CA					FYTD:	$88.02
VOYAGER FLEET SYSTEM, INC.	8946	04/08/2013	869211615309	CNG FUEL PURCHASES		$2,373.81
Remit to: HOUSTON, TX					FYTD:	$18,166.10
VULCAN MATERIALS CO, INC.	216798	04/15/2013	304284	ASPHALTIC MATERIALS		$937.49
			306763	ASPHALTIC MATERIALS		
			306764	ASPHALTIC MATERIALS		
			301502	ASPHALTIC MATERIALS		
			298890	ASPHALTIC MATERIALS		
			306765	ASPHALTIC MATERIALS		
Remit to: LOS ANGELES, CA					FYTD:	$19,268.38
VULCAN MATERIALS CO, INC.	216909	04/22/2013	309119	ASPHALTIC MATERIALS		$476.28
			313498	ASPHALTIC MATERIALS		
			315724	ASPHALTIC MATERIALS		
			316825	ASPHALTIC MATERIALS		
Remit to: LOS ANGELES, CA					FYTD:	$19,268.38
WACHOVIA MORTGAGE/WELLS FARGO BANK, N.A.	216757	04/08/2013	REISSUE CK#2254	REISSUANCE-UNCLAIMED CK#2254 DTD 6/15/09		$222.42

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: PORTLAND, OR					FYTD:	$222.42
WAGNER, GARY D.	9005	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
WAGNER, MARIANNE K	9006	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$1,274.92
WAGONER, ROBERT	8903	04/01/2013	130301b	RET MED REIMB 1/2 FEB OMITTED IN ERROR		$181.40
Remit to: ZEPHYRHILLS, FL					FYTD:	$1,451.20
WAGY, CARYLON	216704	04/08/2013	130401B	MEDICARE FEB '13, PD APR '13		$315.64
			130401	RETIREE MED APR '13		
Remit to: MORENO VALLEY, CA					FYTD:	$2,332.62
WALTER MENDEZ	216925	04/22/2013	REIMB. 3/24-3/28	REIMBURSE LODGING COST DURING TRAINING-ORIG. CC CHARGE REJECTED		$651.63
Remit to: MORENO VALLEY, CA					FYTD:	$1,051.63
WASHINGTON INVENTORY SERVICE	216833	04/15/2013	BL#17503-YR2013	REFUND OF OVERPAYMENT FOR BL#17503		$63.28
Remit to: MORENO VALLEY, CA					FYTD:	$63.28
WEBFORTIS, LLC	216988	04/29/2013	7706	CONSULTING SERVICES FOR CRM 2011 IMPLEMENTATION		$3,712.50
Remit to: WALNUT CREEK, CA					FYTD:	$3,712.50
WENDY BLANCH	217007	04/29/2013	R13-060426	AS REFUND-SPAY/NEUTER DEP		$75.00

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City of Moreno Valley
Payment Register
For Period 4/1/2013 through 4/30/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: CORONA, CA					FYTD:	$75.00
WENDY S. SAINATO	216756	04/08/2013	REISSUE CK197009	REISSUANCE-UNCLAIMED CK#197009 DTD 8/17/09		$96.00
Remit to: MORENO VALLEY, CA					FYTD:	$96.00
WEST COAST ARBORISTS, INC.	8947	04/08/2013	86605	TREE TRIMMING SERVICES-ZONE E-7		$1,155.00
Remit to: ANAHEIM, CA					FYTD:	$50,175.00
WEST COAST ARBORISTS, INC.	9172	04/29/2013	87012	TREE REMOVAL SERVICES-ZONE E-2		$9,520.00
			86929	TREE TRIMMING & REMOVAL SERVICES-ZONE DSG-2 & DSG-1		
Remit to: ANAHEIM, CA					FYTD:	$50,175.00
WEST PAYMENT CENTER	216595	04/01/2013	826760636	INFORMATION DATABASE SERVICE FOR PD INVESTIGATIONS		$710.96
Remit to: CAROL STREAM, IL					FYTD:	$13,319.56
WEST PAYMENT CENTER	216989	04/29/2013	827026742	ANNUAL CHARGE FOR LEGAL LIBRARY UPDATES SUBSCRIPTION SERVICE		$1,385.48
			826960558	INFORMATION DATABASE SERVICE FOR PD INVESTIGATIONS		
Remit to: CAROL STREAM, IL					FYTD:	$13,319.56
WESTERN MUNICIPAL WATER DISTRICT	216910	04/22/2013	24753-018620/MAR	WATER CHARGES-MARB BALLFIELDS		$2,270.22
			23866-018292/MAR	WATER CHARGES-SKATE PARK		
			23821-018257/MAR	WATER CHARGES-MFPCC LANDSCAPE		
			23821-018258/MAR	WATER CHARGES-MFPCC BLDG 938		
Remit to: ARTESIA, CA					FYTD:	$22,251.29

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
WESTERN RENEWABLE ENERGY GENERATION	216596	04/01/2013	12629	WREGIS ANNUAL FEE		$1,500.00
Remit to: SALT LAKE, UT					FYTD:	$1,500.00
WFD TOWNGATE INVESTORS VI, LLC	216597	04/01/2013	SC JETTING 33806	REIMB. FOR EMERG. PLUMBING SVCS AT ERC-SO CAL JETTING & PLUMBING		$1,150.00
			SC JETTING 33865	REIMB. FOR EMERG. PLUMBING SVCS AT ERC-SO CAL JETTING & PLUMBING		
Remit to: NEWPORT BEACH, CA					FYTD:	$1,150.00
WIBERG, CHRISTOPHER	216705	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: ANAHEIM, CA					FYTD:	$2,868.57
WIELIN, RONALD A.	9007	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: BANNING, CA					FYTD:	$2,868.57
WILLIS, ROBERT H	216799	04/15/2013	032413	SPORTS OFFICIATING SERVICES-SOFTBALL		$40.00
Remit to: PERRIS, CA					FYTD:	$1,540.00
WILSON-BEILKE, DENESE	216706	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: GLENDORA, CA					FYTD:	$4,143.49
WURM'S JANITORIAL SERVICES, INC.	8902	04/01/2013	22047	JANITORIAL SVCS-GANG TASK FORCE OFFICE		$112.82
Remit to: CORONA, CA					FYTD:	$255,032.98
WURM'S JANITORIAL SERVICES, INC.	8948	04/08/2013	21974	JANITORIAL SERVICE-SPECIAL CLEANING FOR COTTONWOOD GOLF CTR.		$120.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
Remit to: CORONA, CA				FYTD:	$255,032.98
WURM'S JANITORIAL SERVICES, INC.	9124	04/22/2013	22139	JANITORIAL SVCS-PUBLIC SAFETY BLDG	$22,617.82
			22148	JANITORIAL SVCS-CITY HALL	
			22147	JANITORIAL SVCS-CITY YARD & TRANSP. TRAILER	
			22146	JANITORIAL SVCS-CONFERENCE & REC CTR.	
			22145	JANITORIAL SVCS-EOC	
			22141	JANITORIAL SVCS-LIBRARY	
			22137	JANITORIAL SVCS-RAINBOW RIDGE "A CHILD'S PLACE"	
			22140	JANITORIAL SVCS-MARCH FIELD PARK COMM. CTR.	
			22138	JANITORIAL SVCS-GANG TASK FORCE OFFICE	
			22132	JANITORIAL SVCS-TOWNGATE COMM. CTR.	
			22130	JANITORIAL SVCS-ANNEX 1	
			22151	SPECIAL CLEANINGS FOR EVENT RENTALS AT SENIOR CENTER	
			22136	JANITORIAL SVCS-RED MAPLE "A CHILD'S PLACE"/MAR.26-APR.5	
			22134	JANITORIAL SVCS-SUNNYMEAD MIDDLE SCHOOL/ASES	
			22133	JANITORIAL SVCS-SUNNYMEAD ELEMENTARY "A CHILD'S PLACE"	
			22135	JANITORIAL SVCS-SENIOR CENTER	
			22152	SPECIAL CLEANINGS FOR EVENT RENTALS AT TOWNGATE COMM. CTR.	
Remit to: CORONA, CA				FYTD:	$255,032.98
WURM'S JANITORIAL SERVICES, INC.	9173	04/29/2013	22162	CARPET CLEANING FOR FIRE STATIONS-2012 SERVICE	$4,561.81
			22150	SPECIAL CLEANINGS FOR EVENT RENTALS AT CRC	

MV00209955

City of Moreno Valley

Payment Register

For Period 4/1/2013 through 4/30/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
WURM'S JANITORIAL SERVICES, INC.	9173	04/29/2013	22144	JANITORIAL SVCS-EMP. RESOURCE CENTER		$4,561.81
Remit to: CORONA, CA					FYTD:	$255,032.98
XEROX CAPITAL SERVICES, LLC	216598	04/01/2013	066810140	COPIER RENTAL/MAINT. FOR PD		$84.16
Remit to: PASADENA, CA					FYTD:	$37,542.54
XEROX CAPITAL SERVICES, LLC	216801	04/15/2013	067329514	COPIER LEASE/BILLABLE PRINTS FOR PARKS DEPT.		$1,482.67
			067329515	COPIER LEASE FOR PARKS DEPT.		
Remit to: PASADENA, CA					FYTD:	$37,542.54
XEROX CAPITAL SERVICES, LLC	216911	04/22/2013	067329516	COPIER LEASE FOR GRAPHICS DEPT.		$394.36
Remit to: PASADENA, CA					FYTD:	$37,542.54

TOTAL CHECKS UNDER $25,000	**$1,626,997.60**
GRAND TOTAL	**$17,065,756.74**

MV00209956

SECOND AMENDMENT TO THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SECOND AMENDMENT TO THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Amendment") is made and entered into as of the last day of execution below, by and between the City of Moreno Valley, a municipal corporation organized and existing under the laws of the State of California ("City") and Rados Properties - California Land, LLC, a California Limited Liability ("Rados Properties"). The City and Rados Properties collectively are referred to herein as the "Parties."

RECITALS

A. On February 4, 2005, Alexander S. Rados, Walter S. Rados, Stephen S. Rados, Olivera Lynn and Sonja Doder initiated a lawsuit in the Riverside County Superior Court, State of California, entitled *Alexander S. Rados, et al. v. City of Moreno Valley*, Case No. RIC 425323 (the "Action") alleging causes of action for (1) petition for writ of mandate for administrative mandamus; and (2) inverse condemnation. The Action generally requests (1) a writ of mandate directing the City of Moreno Valley to rescind the City Council's denial of the Planning Commission's approval of Plot Plan number PA 03-0014, and (2) damages based upon an alleged regulatory taking.

B. On or about February 6, 2007, the City, on one hand, and Alexander S. Rados, Walter S. Rados, Stephen S. Rados, Olivera Lynn and Sonja Doder, on the other hand, entered into a SETTLEMENT AGREEMENT AND MUTUAL RELEASE, which acknowledged that Alexander S. Rados, Walter S. Rados, Stephen S. Rados, Olivera Lynn and Sonja Doder had submitted an alternative land use application for the property that was the subject of the Action. The land use application is described in the SETTLEMENT AGREEMENT AND MUTUAL RELEASE and is identified as the "Proposed Project." The Parties have entered into six extensions of the SETTLEMENT AGREEMENT AND MUTUAL RELEASE.

C. The Proposed Project included both residential and industrial components. The residential component consists of two parcels (APN 485-230-025, 026; Lots 20 and 21 of Riverside Alfalfa Acres) ("Northerly Property"). The industrial component consists of two groups of parcels -- one group where a single large industrial building is proposed (APNs 485-230-014 through 024; Lots 14 through 24 of Parcel Map 24314), and another group of parcels where a series of smaller industrial buildings is proposed (APNs 485-230-001 through 010; Lots 1 through 10 of Parcel Map 24314.) (The industrial parcels shall collectively be referred to herein as the "Southerly Property"). The residential component and the industrial component were the subject of two separate land use applications to the City.

D. Paragraph 3 of the SETTLEMENT AGREEMENT AND MUTUAL RELEASE provides as follows:

"**Development Fees for the Proposed Project**. As to both the Northerly Property and the Southerly Property, City agrees to apply and impose all development impact fees ("Development Impact Fees") subject to City's control at the rates and structures in effect at the time the City Council denied the Project on November 23, 2004. The rates and structures of such Development Impact Fees shall remain in place and be fixed for a period of 3 years from the date of the City's last discretionary approval associated with the Proposed Project, from and after which time the then existing rates and structures shall be applicable. Current components of City "Development Impact Fees" are: Police Facilities, Fire Facilities, City Hall Facilities, Animal Shelter, Corporate Yard Facilities, Maintenance Equipment, Arterial Streets, Traffic Signals, Interchange Improvements, Library Facilities and Materials, Park Land, "Quimby" fees, Park Improvements, and Community and Recreational Facilities. Fees that are not included within the definition of Development Impact Fees are: (1) City processing fees (such as fees charged for plan checks, building permits, grading permits, etc.), (2) development impact fees that are not under the City's control or jurisdiction, and (3) impact or mitigation fees imposed by the City pursuant to a regional mitigation program such as the Multi Species Conservation Habitat Plan fee and Transportation Uniform Mitigation Fee."

E. On or about September 16, 2008, Alexander S. Rados, Walter S. Rados, Stephen S. Rados, Olivera Lynn and Sonja Doder transferred their interest in the property that comprises the residential component to Rados Properties.

F. On or about July 13, 2010, the City approved the residential component. The City's approval of the residential component was not legally challenged. The three year freeze on Development Impact Fees (as of November 23, 2004) for the residential component is set to expire on July 13, 2013.

G. The purpose of this SECOND AMENDMENT TO THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE is to extend the date on which the three (3) year freeze on Development Fees begins to run on the residential component.

AMENDMENT TO SETTLEMENT AGREEMENT

1. Extension of Three Year Freeze on Development Impact Fees on Residential Component. The City and Rados Properties agree that, with respect to the residential component of the revised project, the three (3) year freeze on Development Impact Fees from November 23, 2004, set forth in Paragraph 3 of the SETTLEMENT

AGREEMENT AND MUTUAL RELEASE, is extended an additional three years to July 13, 2016.

2. **Terms of original SETTLEMENT AGREEMENT AND MUTUAL RELEASE are incorporated by reference.** The City and Rados Properties agree that all recitals and operative provisions of the original SETTLEMENT AGREEMENT AND MUTUAL RELEASE and all six extensions, except those that are directly contradicted by this SECOND AMENDMENT to the SETTLEMENT AGREEMENT AND MUTUAL RELEASE, are incorporated herein by this reference and remain in full force and effect.

"CITY OF MORENO VALLEY, a municipal corporation"

DATE: _____, 2013 By: _____

Rados Properties - California Land, LLC, a California Limited Liability

DATE: _____, 2013 By: _____
Its Managing Agent
Stephen S. Rados

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: John Terell, Interim Community & Economic Development Director

AGENDA DATE: July 9, 2013

TITLE: RESOLUTION TO APPROVE A CONDITIONAL COMMITMENT BY MEANS OF A SECOND AMENDMENT TO THE AFFORDABLE HOUSING AGREEMENT (HOME) BETWEEN THE CITY OF MORENO VALLEY AND MV HEMLOCK LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. 2013-64, approving a Conditional Commitment by means of Second Amendment to the Affordable Housing Agreement, in the amount of $700,000, from the City's HOME entitlement funds, by and between the City of Moreno Valley and MV Hemlock LP, a California Limited Partnership. Resolution No. 2013-57. A Resolution of the City Council of the City of Moreno Valley Approving a Conditional Commitment by Means of Second Amendment to the Affordable Housing Agreement (Home) between the City and MV Hemlock Limited Partnership, A California Limited Partnership.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

The Hemlock Family Apartments project is a 78-unit (including a manager's unit) affordable housing development situated on two parcels with a total of 5.37 acres on Hemlock Avenue, just west of Perris Boulevard. The Developer of this project is Rancho Belago Developers, Inc. using a limited partnership structure for the project – MV Hemlock LP. The project includes two sites with a 1.75 acre parcel on the south side of

Hemlock Avenue that contains 26 units, and a 3.63 acre parcel on the north side of Hemlock Avenue that will contain 52 units.

On June 28, 2011, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA) and MV Hemlock LP entered into two Affordable Housing Agreements with one agreement to be funded by RDA Housing set-aside funds (RDA Affordable Housing Agreement) and the other a HOME funded agreement (HOME Affordable Housing Agreement) for the development of the Hemlock Family Apartments. The developer of the affordable housing complex is Rancho Belago Developers, Inc. using a limited partnership structure for the project – MV Hemlock LP.

On November 13, 2012, the City Council approved the First Amendment to the HOME Affordable Housing Agreement by and between the City of Moreno Valley and MV Hemlock LP. The amended agreement modified the terms of the HOME Affordable Housing Agreement.

DISCUSSION

The Original Agreements provided for $6.3 million in assistance from the RDA through RDA Housing set-aside funds, along with $1.2 million from the City's HOME entitlement funds provided through the US Department of Housing and Urban Development (HUD).

On November 13, 2012, the City Council approved HOME First Amendment to the Affordable Housing Agreement by and between the City of Moreno Valley and MV Hemlock LP. The amended agreement modified the terms of the HOME Affordable Housing Agreement to allow for disbursement of $400,000 of the total $1.2 million HOME loan upon the issuance of the Certificate of Occupancy of the 26 units on the southerly phase.

On June 25, 2013, the Developer – Rancho Belago Developers, Inc. formally requested the City Council consider increasing funding from the City's HOME entitlement funds by $700,000, and to modify the terms of the HOME Affordable Housing Agreement from the original $1.2 million to $1.9 million.

Based on communication with the developer, the project was delayed for seven months due to the discovery of an undisclosed utility easement on the 52-unit site on the north side of Hemlock Avenue, which required redesigning of the site to the meet the utility company's standards. The increased construction costs and the loss of tax credit equity associated with delayed tax credit delivery have resulted in the need for additional funds to complete the project, hence, the request for additional funding from the City's HOME entitlement funds.

Before the terms of the HOME Affordable Housing Agreement can be modified and the HOME funds can be disbursed, there are compliance requirements established by HUD that must first be met. The City is required to conduct a subsidy layering analysis that entails a review of the sources and uses, development budget, and pro-forma to ensure the 'reasonableness' of the request. HUD requires the developer to provide the City

with a formal certification that lists all the forms of governmental assistance the project is receiving including specific amounts. Regulations also state that the maximum per unit subsidy needs to be calculated to ensure that the per-unit cost does not exceed the maximum allowed for Riverside County.

Additionally, if the amended project costs and/or financial assistance exceed the original amount by 20%, a substantial amendment process must be implemented. If approved, the revised HOME subsidy to this project will exceed the original amount by 42%, thus a Substantial Amendment is required to be completed.

For all substantial amendments, HUD requires the City comply with the citizen participation requirements (these provide for the public to be given adequate notice of the proposed change and the opportunity to comment on it). Per the City's Citizen Participation Plan, a 30-day Public Comment period is required, after which the City will need to hold a Public Hearing, and then submit the request in writing to HUD for review and approval of the increased funding. The entire Substantial Amendment process could take approximately six to eight weeks.

This Conditional Commitment of Funds is requested by the Developer so that the funds may be reserved and to provide staff sufficient time to conduct a subsidy layering analysis and complete a Substantial Amendment to the project. Once the conditions for the financing considerations and compliance requirements established by HUD are met and HUD has approved the Substantial Amendment, staff will amend the HOME Affordable Housing Agreement and will present to Council for final consideration.

ALTERNATIVES

1. Approve and authorize the recommended action as presented in this staff report. *This alternative will reserve the funds required to complete the project.*

2. Do not approve and authorize the recommended action as presented in this staff report. *This alternative may delay the completion of the project.*

FISCAL IMPACT

The approval of the Conditional Commitments of Funds has ***no impact to the General Fund*** as the funding source shall be entirely provided by HOME entitlement funds. Budget Appropriation for the HOME funds will be completed once the Amended AHA is approved.

CITY COUNCIL GOALS

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS: Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

POSITIVE ENVIRONMENT: Create a positive environment for the development of Moreno Valley's future.

ATTACHMENTS

ATTACHMENT 1 Proposed Resolution

Prepared By:
Anochar Clark
Sr. Financial Analyst

Department Head Approval:
John Terell
Interim Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY APPROVING A CONDITIONAL COMMITMENT BY MEANS OF SECOND AMENDMENT TO THE AFFORDABLE HOUSING AGREEMENT (HOME) BETWEEN THE CITY AND MV HEMLOCK LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

WHEREAS, the City of Moreno Valley ("City") previously entered into an agreement entitled "Affordable Housing Agreement (HOME)" with MV Hemlock Limited Partnership, a California limited partnership ("Participant"), dated as of June 21, 2011 ("Original AHA"); and

WHEREAS, the Original AHA provides for the Participant to develop for affordable rental housing use improvements consisting of seventy-eight (78) rental dwelling units as well as other associated improvements; and

WHEREAS, the Original AHA provides for the City to disburse moneys from the HOME Program in the amount of One Million Two Hundred Thousand Dollars ($1,200,000)("HOME Amount") subject to the satisfaction of conditions precedent delineated in the Original AHA; and

WHEREAS, On November 13, 2012, the City Council approved the First Amendment to the Affordable Housing Agreement ("First Amendment"), which modified the terms to allow for disbursement of Four Hundred Thousand Dollars ($400,000) of the HOME loan upon the issuance of the Certificate of Occupancy of the 26 units on the southerly phase; and

WHEREAS, Participant has requested that the City agree to disburse an additional Seven Hundred Thousand Dollars ($700,000) of moneys from the City's HOME entitlement funds increasing the HOME Loan Amount from One Million Two Hundred Thousand Dollars ($1,200,000) to One Million Nine Hundred Thousand Dollars ($1,900,000) subject to the satisfaction of conditions precedent delineated in the Original AHA and subsequently the First Amendment to AHA; and

WHEREAS, the disbursal of additional moneys from the City's HOME entitlement funds will require a Second Amendment to the Original AHA; and

WHEREAS, City staff will cause to be prepared a Second Amendment to the Affordable Housing Agreement ("Second Amendment"), which would, upon approval by

the City Council and execution by the parties thereto, implement the changes as proposed by the Participant as described above; and

WHEREAS, the allocation and disbursal of the additional moneys from the City's HOME entitlement funds is subject to the compliance requirements, terms and conditions established and administered by HUD. HUD's approval is necessary before the AHA can be amended; and

WHEREAS, City staff has reviewed the request and circumstances related to the request and supports the conditional commitment of additional HOME entitlement funds; and

WHEREAS, the City Council has duly considered this Conditional Commitment and believes that it is in the best interests of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY DOES RESOLVE AS FOLLOWS:

1. The City Council hereby finds that the statements set forth in the Recitals hereto are true and correct.

2. The City Council hereby approves the Conditional Commitment of additional HOME entitlement funds, subject to the compliance requirements, terms, and conditions established by HUD.

3. The City Council directs City staff to complete the requirements imposed by HUD to allocate moneys from the City's HOME entitlement funds in accordance with the Conditional Commitment.

APPROVED and ADOPTED this 9th day of July, 2013.

By:_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00209966

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halsted, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-64 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 9th day of July, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

MV00209967

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer and John Terell, Interim Community & Economic Development Director

AGENDA DATE: July 9, 2013

TITLE: PA07-0080, PM 35672 – REQUEST TO CONDUCT A FULL ROAD CLOSURE OF INDIAN STREET FROM IRIS AVENUE TO KRAMERIA AVENUE AND IRIS AVENUE BETWEEN INDIAN AVENUE AND CONCORD WAY FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM AUGUST 12, 2013 – NOVEMBER 1, 2013

RECOMMENDED ACTION

Recommendations:

1. Authorize a full road closure of Indian Street from Iris Avenue to Krameria Avenue and Iris Avenue between Indian Avenue and Concord Way for the construction of street improvements from August 12, 2013 – November 1, 2013.

2. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

BACKGROUND

On July 8, 2008 the City Council of the City of Moreno Valley approved Tentative Parcel Map No. 35672 (PA07-0080) and a Plot Plan (PA08-0018) for a one-building option 1,560,046 square foot industrial building. The parcel map proposes to subdivide 80.24 gross acres into one (1) parcel. The map is located at the southeast corner of Iris Avenue and Indian Street.

On May 16, 2013 the developer submitted a planning application for Amended Plot Plan PA13-0022, an amendment to original Plot Plan PA08-0018. The Amended Plot Plan PA13-0022 proposes a 1,476,017 square foot building. Staff has reviewed the

Amended Plot Plan and is in the process of recommending approval of the project to the Community and Economic Development Director.

The required improvements in the conditions of approval associated with the tentative map approval will not change as a result of the approval of Amended Plot Plan PA13-0022. On February 11, 2009, a Cooperative Agreement, among the developer, the City, and Riverside County Flood Control and Water Conservation District recorded, obligating the developer to construct master storm drain facilities within Indian Street and Krameria Avenue consistent with the Sunnymead Area Drainage Plan.

DISCUSSION

Due to the nature and complexity of the required public improvements, the Developer is requesting a full road closure of Indian Street from Iris Avenue to Krameria Avenue and Iris Avenue between Indian Avenue and Concord Way. The road closure will be conducted in such a manner that will provide local and emergency vehicle access to affected properties.

The entire duration of road closure will be eight (8) weeks or approximately 60 calendar days. The request for the road closure is due to major improvement work including, but not limited to, removal of existing asphalt pavement, installation of major storm drain facilities, asphalt paving, sidewalk, street lights, landscaping, catch basins and storm drain laterals, utilities and associated signing and striping. All of the work will be reviewed by inspectors from the City of Moreno Valley. It is anticipated that the road will be open to traffic on November 1, 2013.

There are two (2) single family homes within the area of the closure. The road closure will affect the ingress or egress of these parcels, so the contractor will coordinate with the occupants to ensure safe access to and from the properties as needed. The road closure will also require a detour to the traveling public. The contractor performing the roadway improvements will phase the work such that both roads will not be closed at the same time. In addition, the contractor is being required to maintain safe pedestrian access along Indian Street throughout the duration of the construction.

City staff was advised by the developer that all potentially affected property owners have been contacted/notified, as has the principal for the adjacent public school. The road closure/detour/traffic control plan for this closure has been reviewed and approved by the City Traffic Engineer.

ALTERNATIVES

1. Authorize a full road closure of Indian Street from Iris Avenue to Krameria Avenue and Iris Avenue between Indian Avenue and Concord Way for the construction of street improvements from August 12, 2013 – November 1, 2013. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

2. Do not authorize a full road closure of Indian Street from Iris Avenue to Krameria Avenue and Iris Avenue between Indian Avenue and Concord Way for the construction of street improvements from August 12, 2013 – November 1, 2013. Do not authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues. There would be no road closure. *This alternative would result in an unsafe work environment and would significantly delay the completion of this project.*

FISCAL IMPACT

The developer will be responsible for all costs associated with this proposal.

CITY COUNCIL GOALS

PUBLIC SAFETY
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

NOTIFICATION

The approved traffic control/detour plan requires the contractor to give notification to the Post Office, Police, Fire Department, Ambulance Services, Riverside Transit Authority, Waste Management, and nearby school. The public will be notified by special roadside signage showing the dates of closure and detour signs.

EXHIBITS

Attachment 1 – Road Closure Detour Map

Prepared By
Mark W. Sambito, P.E.
Engineering Division Manager

Department Head Approval
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By
Eric Lewis, P.E.
City Traffic Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

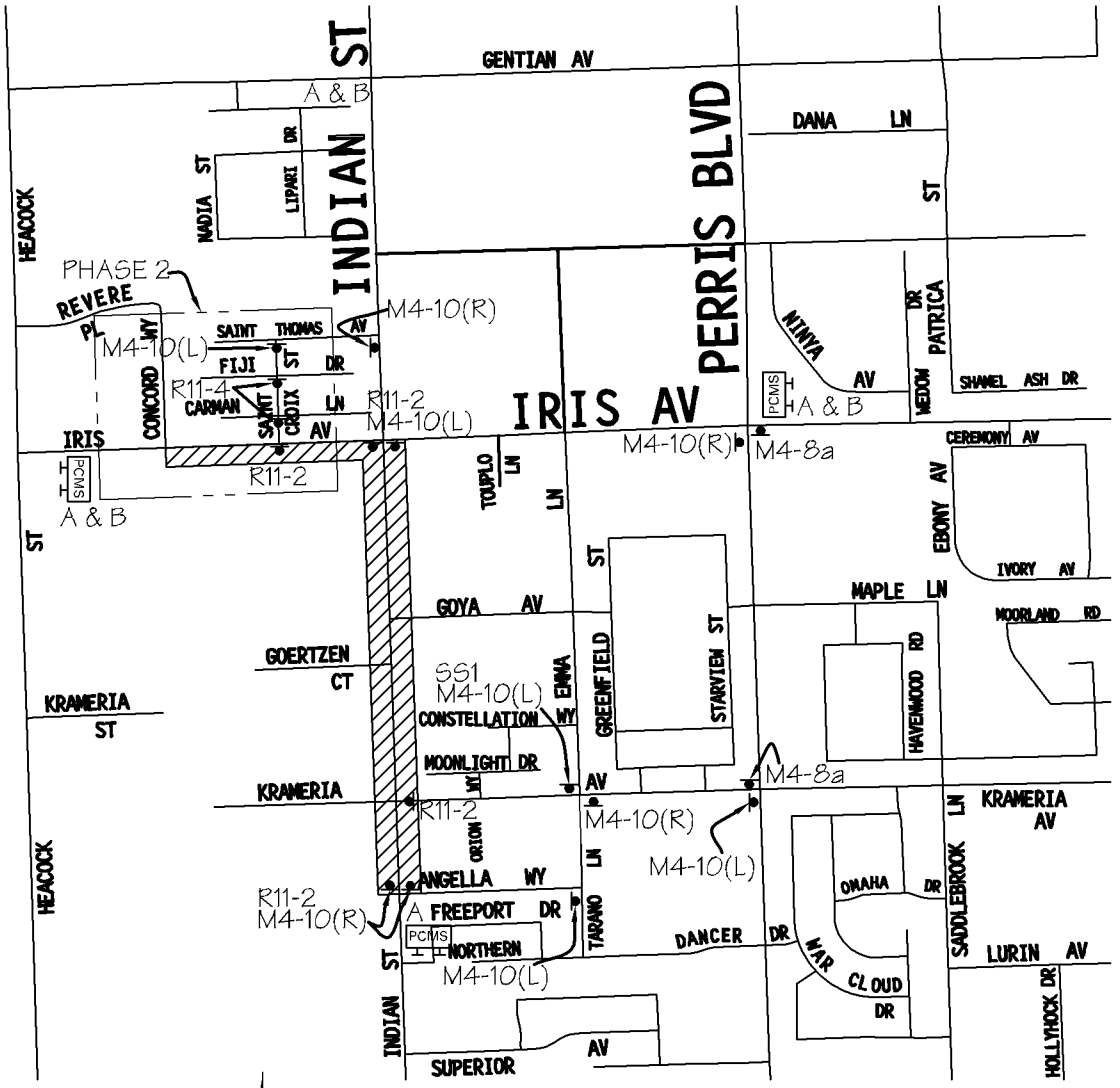

DETOUR PLAN - NO SCALE

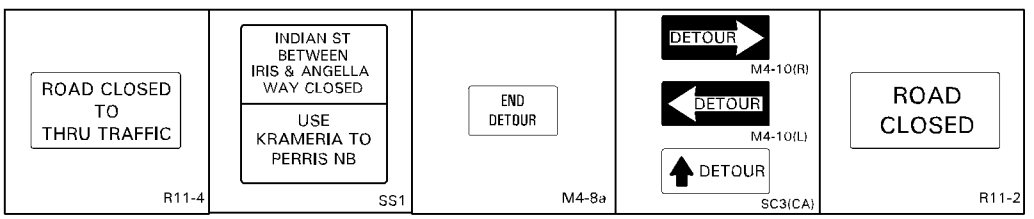

Road Closure Detour Map

Attachment 1

PA07-0080

MV00209971

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: July 9, 2013

TITLE: APPROVE THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY, CITY OF RIVERSIDE, AND MJPA FOR THE COLLECTION AND EXPENDITURE OF FAIR SHARE TRAFFIC IMPACT MITIGATION FEES

RECOMMENDED ACTION

Recommendation:

1. Approve the Cooperative Agreement between the City of Moreno Valley, City of Riverside, and March Joint Powers Authority (MJPA) for the collection and expenditure of fair share impact mitigation fees for the Meridian Specific Plan located within the MJPA.

BACKGROUND

On May 1, 2013, the MJPA adopted Ordinance #JPA 13-01 approving Z 13-01 a Cooperative Agreement among the MJPA, City of Moreno Valley and City of Riverside for the collection and expenditure of land use fair share fees for the mitigation of cumulative traffic impacts, and established traffic impact fees for the 257.7 acre Meridian Specific Plan.

DISCUSSION

The Cooperative Agreement implements the fair share off-site street Development Impact Fees as required by mitigation measure IV.B-1-3 of the certified Final Subsequent Environmental Impact Report (SCH# 2009071069) for the Meridian Specific Plan, and further established in Appendix N of the traffic technical report for the Meridian EIR. The terms of the off-site mitigation are fully covered in the Cooperative Agreement between and among the MJPA, City of Moreno Valley and City of Riverside for the collection and expenditure of land use fair share fees for the mitigation of cumulative traffic impacts. The MJPA has adopted traffic mitigation fees for intersection improvements within the City of Riverside and Moreno Valley, applicable on new development within the 257.7 acre Meridian Specific Plan, generally located north of Van Buren Boulevard, south of Alessandro Boulevard, and west of Interstate 215, within the Meridian Specific Plan (SP-5).

Per the provisions of the Cooperative Agreement, the City of Moreno Valley will receive $36,634 to mitigate cumulative impacts on City streets associated with new development within the Meridian Specific Plan. Fees collected shall be used to supplement the funding of planned improvements in the areas of the cumulative impacts. The areas with cumulative impacts associated with the Meridian Specific Plan are Cactus Avenue/Elsworth Street, Alessandro Boulevard/Old 215 Frontage Road, and Day Street/Cottonwood Avenue. Planned improvements at these locations shall be constructed once the projects are fully funded.

ALTERNATIVES

1. Approve the recommended action as presented in this Staff Report. *This alternative will allow the City to accept traffic impact mitigation fees associated with the Meridian Specific Plan.*

2. Do not approve the recommended action as presented in this Staff Report. *This alternative will prohibit the City from accepting traffic impact mitigation fees associated with the Meridian Specific Plan.*

FISCAL IMPACT

Fees collected pursuant to the Cooperative Agreement shall be placed in Account 3002 70 76 80008 for use as Project No. 808 0012 70 76-3002. Per the provisions of the Cooperative Agreement, the fees collected shall be used to mitigate cumulative impacts as identified in the Agreement and are limited to this use. There will be no impact to the General Fund.

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

ATTACHMENTS

Attachment 1: Cooperative Agreement for Fair Share Fees (six originals to be forwarded to the City of Riverside)

Prepared By
Michael Lloyd, P.E.
Senior Engineer

Department Head Approval
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By
Eric Lewis, P.E., T.E.
City Traffic Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

COOPERATIVE AGREEMENT BETWEEN AND AMONG MARCH JOINT POWERS AUTHORITY, CITY OF MORENO VALLEY AND CITY OF RIVERSIDE FOR THE COLLECTION AND EXPENDITURE OF LAND USE FAIR SHARE FEES FOR THE MITIGATION OF CUMULATIVE TRAFFIC IMPACTS

This COOPERATIVE AGREEMENT (**"Agreement"**) by and among March Joint Powers Authority, a joint powers authority created via a joint powers agreement, dated September 7, 1993, and amended pursuant to Section 6500, *et seq.*, of the Government Code (**"Authority"**), the City of Moreno Valley, a general law city (**"Moreno Valley"**) and the City of Riverside, a California charter city and municipal corporation (**"Riverside"**) is dated as of May 1, 2013 (**"Effective Date"**). The Authority, Moreno Valley and Riverside are sometimes individually referred to as **"Party"** and collectively as **"Parties."**

1. Recitals.

1.1 Each Party to this Agreement is a governmental entity established by law with full powers of government in legislative, administrative, and other related fields. The purpose of this Agreement is to authorize the Authority to manage and administer all land use fair share per acreage mitigation fees and ordinances and resolutions pertaining to the same and to set guidelines for the expenditure of said fees.

1.2 Each Party to this Agreement recognizes that the Authority's approval of the Meridian Specific Plan Amendment may result in cumulative impacts to the environment that the Authority cannot deem less than significant. Each Party further recognizes that the payment of fair share per acreage mitigation fees that are proportional to the cumulative impacts to each respective Parties' jurisdiction may partially mitigate the impacts if the Authority approves a mitigation program based on a reasonable plan of actual mitigation that the Parties commit themselves to implementing.

1.3 Each Party to this Agreement acknowledges that such a program can include the Authority's collection of fees from a project proponent within the North portion of the Meridian Specific Plan (**"Amendment Area"**) to fund that project's fair share of a mitigation measure designed to alleviate cumulative impacts.

1.4 Each Party to this Agreement understands that since significant cumulative impacts will occur beyond the Authority's jurisdictional boundaries that the most feasible way to implement the Authority's mitigation program is for the Authority to administer all land use fair share per acreage mitigation fees and for Moreno Valley and Riverside (the **"Implementing Parties"**) to use the same to design, plan, construct, and acquire all real property and equipment necessary to implement those traffic improvements identified in **Exhibit A**, which is attached hereto and incorporated herein by this reference (**"Appendix N, Meridian Mitigation Costs"**) or any other traffic improvement that the Implementing Parties identify within their respective jurisdictions that achieves the objective of mitigating the cumulative impacts caused by the Authority's approval of the Meridian Specific Plan Amendment, provided that **Exhibit A** is amended by the Authority and the Implementing Party desiring to identify an alternative traffic improvement in its jurisdiction, and provided that such use is otherwise in compliance with Government Code section 66000, et. seq.

1.5 The Parties recognize the importance of the Meridian Specific Plan Amendment to the creation of jobs and economic development within Western Riverside County and desire to set forth their

respective commitments to mitigate any cumulative traffic impacts that approval of the Meridian Specific Plan Amendment may cause.

1.6 The County of Riverside has elected not to participate in this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter contained and for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

2. Responsibilities of Parties.

2.1 Authority. The Authority shall undertake the following commitments:

2.1.1 Adoption of Land Use Fair Share Fees. On or before the Effective Date of this Agreement it is anticipated that the Authority will adopt the proposed land use fair share per acreage mitigation fees contained within the attached schedule, which is incorporated herein by this reference as **Exhibit B** (**"Meridian Specific Plan Land Use Fair Share Fee Schedule"**) for the purpose of requiring new development within the boundaries of the Amendment Area to contribute a fair share to traffic-related impact mitigation costs that the Authority, Moreno Valley and Riverside incur within their respective jurisdictions as a result of new development occurring within the Amendment Area.

2.1.2 Collection of Land Use Fair Share Fees. Upon adoption of the Meridian Specific Plan Land Use Fair Share Fee Schedule, Authority agrees to collect land use fair share per acreage mitigation fees (**"LU Fair Share Fees"**) from every developer proposing projects within the Amendment Area on the date the Authority issues a certificate of occupancy and remits the same to the Implementing Parties pursuant to Section 2.1.3 below. To determine a LU Fair Share Fee, the Authority shall identify the land use designation for the project, the proposed acreage of the project and the applicable LU Fair Share Fee for the project, which is identified in **Exhibit B**. The Authority shall calculate the LU Fair Share Fee by multiplying the applicable LU Fair Share Fee for the project by the proposed acreage of the project. The LU Fair Share Fees constitute separate fees that the Authority shall collect in addition to any Transportation Uniform Mitigation Fee (TUMF) that the Authority is under obligation to collect.

2.1.3 Disbursement of Land Use Fair Share Fees. Following the Effective Date, the Authority shall remit to each Implementing Party its allocation of any LU Fair Share Fee within thirty (30) calendar days of receipt. The Authority shall determine an Implementing Party's fair share allocation by multiplying the total of the LU Fair Share Fees received by the percentage of LU Fair Share Fees that the Implementing Party is entitled to. The percentage of LU Fair Share Fees that an Implementing Party is entitled to is identified in **Exhibit C** (**"Fair Share Fee Allocation Table"**), which is attached hereto and incorporated herein by this reference.

2.2 Moreno Valley and Riverside. The Implementing Parties shall undertake the following commitments:

2.2.1 Receipt of Land Use Fair Share Fees. Upon receipt, each Implementing Party shall place the LU Fair Share Fees in trust in an interest-bearing account with interest to accrue to the benefit of the Implementing Party. Implementing Parties shall deposit, invest, account for and expend the LU Fair Share Fees in accordance with this Agreement, Government Code section 66006 et seq. and/or any other applicable statute as enacted by the State of California.

2.2.2 Use of Land Use Fair Share Fees for Completion of Traffic Mitigation Improvements. The Implementing Parties shall expend LU Fair Share Fees and any interest accrued

therefrom on (i) the design, planning, construction of and acquisition of the Traffic Mitigation Improvements identified in **Exhibit A**; or (ii) the design, planning, construction of and acquisition of any other traffic improvement within the jurisdiction of the Implementing Party that achieves the objective of mitigating the cumulative impacts caused by the Authority's approval of the Meridian Specific Plan Amendment, provided that **Exhibit A** is amended by the Authority and the Implementing Party desiring to identify an alternative traffic improvement in its jurisdiction, and provided that such use is otherwise in compliance with Government Code section 66000, et. seq. (collectively referred to herein as the **"Permitted Uses"**). The Implementing Parties shall not use the LU Fair Share Fees or any interest accrued therefrom for any other expenditure or purposes other than the Permitted Uses. The Meridian Specific Plan Amendment Final EIR and Mitigation Monitoring Reporting Plan are on file at the offices of Authority and are incorporated herein by reference. Nothing herein shall preclude the Implementing Parties from using the Traffic Mitigation Fees to reimburse the Implementing Parties for prior expenditures on the Permitted Uses not funded with LU Fair Share Fees, provided that the Implementing Party utilizing the funds for this purpose has determined that such use is consistent with Government Code section 66000, et seq., and makes such use at its sole risk and subject to the indemnification obligations set forth below.

3. Mutual Indemnification.

3.1 Moreno Valley and Riverside (each, under this Section 3.1, an **"Indemnifying Party"**) shall each defend, indemnify and hold the Authority, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death ("Claim"), to the extent arising out of or incident to any intentional or negligent acts, errors or omissions of the respective Indemnifying Party, its officials, officers, employees, or agents in the performance of this Agreement or the expenditure of the LU Fair Share Fees for the Permitted Uses, including without limitation the payment of all consequential damages and reasonable attorneys' fees, expert witness fees and other related costs and expenses of defense. The sole exception to each Indemnifying Party's obligation to indemnify shall be for acts of negligence or willful misconduct of the Authority, its officials, officers, employees, or agents as relates to the relevant Claim. This is a comparative negligence provision and each party shall bear their own costs to the extent to which they are each negligent. Each Indemnifying Party shall, respectively, defend, at its own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Authority, its officials, officers, employees, volunteers and agents. Each Indemnifying Party shall, respectively, pay and satisfy any judgment, award or decree that may be rendered against the Authority, its officials, officers, employees, volunteers and agents in any such suits, actions or other legal proceedings. The Indemnifying Party's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Authority, its officials, officers, employees, volunteers and agents.

3.2 Authority (under this Section 3.2, the **"Indemnifying Party"**) shall defend, indemnify and hold Moreno Valley, Riverside and their officials, officers, employees, volunteers and agents free and harmless from any and all Claims, to the extent arising out of or incident to any intentional or negligent acts, errors or omissions of the Indemnifying Party, its officials, officers, employees, or agents in the performance of this Agreement, or the adoption, collection or disbursement of the LU Fair Share Fees, including without limitation the payment of all consequential damages and reasonable attorneys' fees, expert witness fees and other related costs and expenses of defense. The sole exception to the Indemnifying Party's obligation to indemnify shall be for acts of negligence or willful misconduct of Moreno Valley and/or Riverside, as applicable, and their officials, officers, employees, or agents as relates to the relevant Claim. This is a comparative negligence provision and each party shall bear their own costs to the extent to which they are each negligent. The Indemnifying Party shall defend, at its own

cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Moreno Valley, Riverside, and their officials, officers, employees, volunteers and agents. The Indemnifying Party shall pay and satisfy any judgment, award or decree that may be rendered against Moreno Valley, Riverside or their officials, officers, employees, volunteers and agents in any such suits, actions or other legal proceedings. The Indemnifying Party's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Moreno Valley, Riverside or their officials, officers, employees, volunteers and agents.

4. Audit and Inspection of Records.

4.1 Moreno Valley and Riverside agree that their respective records, which shall include, but not be limited to accounting records, written policies and procedures, public bid documents, engineering and construction contracts, consultant contracts and payment history, contract files (including plans and specifications), original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence relied upon to substantiate charges related to the Permitted Uses or to substantiate receipt of the LU Fair Share Fees (collectively referred to as the **"Records"**), shall be open to inspection and subject to audit and reproduction by Authority's auditors or other authorized representatives at all reasonable times, in order for the Authority to enforce its rights under this Agreement. The cost of said audit shall be at the expense of the Authority.

4.2 The Authority, through any of its duly authorized representatives, upon providing at least forty-eight (48) hours prior written notice, shall be afforded access to all of the Records of Moreno Valley and Riverside during normal business hours, subject to reasonable limitations, throughout the term of this Agreement.

4.3 Information contained in the Records or other matters discovered during such audits or inspections shall not be disclosed to third parties unless required by law or unless otherwise resulting from or related to the pursuit of any remedies or the Authority's assertion of any rights hereunder.

4.4 All Records must be retained by Moreno Valley and Riverside for three (3) years, or for any longer period required by law, following the complete fulfillment and satisfaction by Moreno Valley and Riverside of all commitments made and undertaken pursuant to this Agreement.

5. Exhibits. The following exhibits are hereby incorporated into and made a part of this Agreement wherever referred to as though set forth at length, except where certain portions of specific exhibits have been deleted or superseded by sections of this Agreement:

Exhibit "A"	**Appendix N, Meridian Mitigation Costs**
Exhibit "B"	**Meridian Specific Plan Land Use Fair Share Fee Schedule**
Exhibit "C"	**Fair Share Fee Allocation Table**

6. Dispute Resolution.

6.1 Negotiation. In the event of a dispute, claim or controversy arising from or in relation to this Agreement, the Parties agree to undertake good faith attempts to resolve said dispute, claim or controversy within seven (7) calendar days after the receipt of written notice from the Party alleging that a minor dispute, claim or controversy exists. The Parties additionally agree to cooperate with the other Party in scheduling negotiation sessions. However, if said matter is not resolved within thirty (30) calendar days after conducting the first negotiating session, any Party may then request that the matter be submitted for alternative dispute resolution.

6.2 Alternative Dispute Resolution. If any Party, in accordance with this Agreement, requests that an unresolved dispute, claim or controversy be submitted to non-binding mediation or arbitration, the Parties agree first to undertake good faith efforts to settle the dispute through an agreed upon method of alternative dispute resolution. If any Party rejects the resulting mediation or arbitration determination within the specified timeframe determined during the mediation or arbitration process, the Parties may seek any other available legal remedies.

6.3 Legal Action. Compliance with the provisions of Sections 6.1 and 6.2 shall be a condition precedent to any legal action, provided that nothing herein shall limit the Parties' right to terminate this Agreement for default.

6.4 Allocation of Fees and Costs. The Parties agree to share the fees of the mediator or arbitrator and all costs associated with mediation and arbitration; provided, however, each Party that is subject to the proceeding shall be responsible for its own legal costs, including attorneys' fees and the costs associated with experts.

7. Default.

7.1 Notice of Default. Failure or delay by any Party to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided, however, that if the Party or Parties who are otherwise claimed to be in default by the other Party or Parties commences to cure, correct or remedy the alleged default within thirty (30) calendar days after receipt of written notice specifying such default and thereafter diligently undertakes efforts to complete such cure, correction or remedy, such Party or Parties shall not be deemed to be in default hereunder. The Party claiming that a default has occurred shall give written notice of default to the defaulting Party or Parties, specifying the deficiencies causing the alleged default. Delay in giving such written notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the non-defaulting Party or Parties shall have no right to exercise any remedy for a default hereunder without first delivering the written default notice as specified herein.

7.2 Failure to Cure. In the event that the defaulting Party or Parties fails to commence to cure, correct or remedy a default within thirty (30) calendar days following receipt of written notice, or thereafter fails to diligently complete such cure, correction or remedy, a breach of this Agreement shall be deemed to have occurred. In the event of a breach, the non-defaulting Party or Parties may terminate this Agreement through a written notice of termination. Disputes regarding the facts that may have given rise to termination under this section shall be subject to the dispute resolution provisions provided above, but the right to terminate for such reason shall not be subject to review.

7.3 Changed Conditions. In the event that any Party to this Agreement, despite its best efforts, cannot, for reasons beyond the control of the Party, timely satisfy a contingency or condition required by this Agreement, that Party shall provide immediate written notification to the other Parties

within seven (7) calendar days after the occurrence of the event specifying the reasons for which the requirements cannot be met. As soon as practically possible thereafter, the Parties shall meet and confer in good faith to consider the changed conditions and the potentially adverse impacts upon this Agreement. The Parties shall work in good faith to resolve the problem and if this meet-and-confer process results in a recommended restructured form of this Agreement, representatives of all Parties will recommend such changes as necessary to the individual, Party or governing body authorized to amend this Agreement. Any approval of such restructured Agreement shall be subject to the amendment provisions provided below.

8. Force Majeure. In addition to specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default, or considered to be a default, where delays or defaults are due to the force majeure events of war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes or lack of transportation, weather-caused delays, inability to secure necessary labor, materials or tools, delays of any contractors, subcontractor or supplier, which are not attributable to the fault of the Party claiming an extension of time to prepare or acts or failure to act of any public or governmental agency or entity. Delays encountered by any Party due to governmental actions, reviews, approvals and permits shall not be deemed to be an enforced delay or a force majeure event pursuant to this section. An extension of time for any such force majeure event shall be for the period of the enforced delay and shall commence to run from the date of occurrence of the delay; provided, however, that the Party that claims the existence of the delay has first provided each of the other Parties with written notice of the occurrence of the delay within seven (7) calendar days after the commencement of such occurrence or delay. A Party's failure to timely submit such notice of the occurrence of the delay pursuant to this section shall be precluded from asserting the occurrence of an enforced delay or force majeure event.

9. Attorneys' Fees. Except as otherwise expressly provided herein, each Party who files any action or brings any action or proceeding against the other arising from this Agreement, seeks resolution of disputes pursuant to this Agreement or is made a party to any action or proceeding brought by any other person or governmental entity, shall bear its own costs and fees.

10. Laws and Regulations. Each Party shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of this Agreement, including the California Environmental Quality Act, and shall give all notices required by law. Each Party shall be liable for all violations of such laws and regulations in connection with this Agreement. If any Party performs any of its obligations hereunder knowing that its actions are contrary to such laws, rules and regulations and without giving written notice to the other, the violating Party shall be solely responsible for all costs arising therefrom. The violating Party shall defend, indemnify and hold the other, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

11. Miscellaneous Terms.

11.1 Notices, Demands and Communications Among the Parties.

11.1.1 Formal notices, demands and communications between the Parties shall be deemed sufficiently given if: (i) dispatched by registered or certified mail via the United States Postal Service, postage prepaid, return receipt requested, as designated in this section; or (ii) by messenger service for immediate personal delivery; or (iii) by electronic transmittal, including fax transmissions with telephonic verification receipt. Such written notices, demands and communications may be sent in the

same manner to such other addresses as the Parties may from time to time designate by written notice to the other Parties.

11.1.2 All notices, demands and communications shall be sent, as follows:

TO MARCH JOINT POWERS AUTHORITY	**TO CITY OF MORENO VALLEY:**
March Joint Powers Authority 23555 Meyer Drive Riverside, CA 92552 Attn: Executive Director With a copy to: Best Best & Krieger, LLP 3500 Porsche Way, Suite 200 Ontario, CA 91764 Attn: General Counsel	City of Moreno Valley P.O. Box 88005 Moreno Valley, CA 92552-0805 Attn: City Manager With a copy to: Office of the City Attorney P.O. Box 88005 Moreno Valley, CA 92552-0805 Attn: City Attorney
TO CITY OF RIVERSIDE:	
City of Riverside 3900 Main Street Riverside, CA 92522 Attn: City Manager With a copy to: Office of the City Attorney 3900 Main Street Riverside, CA 92522 Attn: City Attorney	

11.1.3 Notices that are dispatched by registered or certified mail through the United States Postal Service shall be deemed to be received, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, five (5) calendar days after deposit with the United States Postal Service. Notices that are dispatched by messenger for immediate personal delivery services shall be deemed received upon the day dispatched. Notices dispatched by express delivery services shall be deemed received upon execution of the delivery receipt by the Party receiving such notices. Notices dispatched through electronic transmittals shall be deemed received upon telephonic verification of such receipt.

11.2 Amendment. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing signed by all Parties. **Exhibit A** may be amended by the Authority and the Party seeking an amendment in its jurisdiction only, as further set forth in this Agreement.

11.3 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement.

11.4 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

11.5 Time is of the Essence. For each provision of this Agreement which states a specific amount of time within which the requirements thereof are to be satisfied, time shall be deemed of the essence.

11.6 Third Party Beneficiaries. This Agreement and the performance of the Parties' obligations hereunder are for the sole and exclusive benefit of the Parties. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against the Parties hereunder as a result of any Party's performance or nonperformance of their respective obligations under this Agreement.

11.7 Governing Law. This Agreement shall be governed by the laws of the State of California without regard to conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Riverside, California, regardless of the order of the signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for Riverside County, California. The Parties consent to the personal jurisdiction and venue in federal or state court located within or for the County of Riverside, California, and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

11.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days unless specifically stated to the contrary as business days or work days. All references to Authority include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of Authority, except as otherwise specified in this Agreement. All references to the Implementing Parties include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of the Implementing Parties, except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

other default by the other Parties. All warranties and promises to indemnify shall survive the termination, abandonment, or completion of this Agreement.

11.11 Legal Counsel. Each Party acknowledges that: (i) it has read this Agreement; (ii) it has had the opportunity to have this Agreement explained to it by legal counsel of its choice; (iii) it is aware of the content and legal effect of this Agreement; and (iv) it is not relying on any representations made by the other Party or any of the employees, agents, representatives, or attorneys of the other Party, except as expressly set forth in this Agreement.

11.12 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder.

11.13 Binding Effect. The terms of this Agreement shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective successors and assigns.

11.14 Nondiscrimination. During the term of this Agreement, the Parties shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, the Implementing Parties agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

11.15 Authorized Representatives. The person or persons executing this Agreement on behalf each Party warrants and represents that he/she has the authority to execute this Agreement on behalf of that Party and that they have the authority to bind that Party to the performance of its obligations hereunder.

11.16 Entire Agreement. This Agreement constitutes the entire and integrated agreement of the Authority and the Implementing Parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous oral or written negotiations, representations or agreements.

[SIGNATURES ON THE FOLLOWING PAGE]

SIGNATURE PAGE TO COOPERATIVE AGREEMENT

MARCH JOINT POWERS AUTHORITY

By: _____
Chair, March Joint Powers Authority

APPROVED AS TO LEGAL FORM:

By: _____
General Counsel

ATTEST:

By: _____
Authority Secretary

SIGNATURE PAGE TO COOPERATIVE AGREEMENT

CITY OF MORENO VALLEY

By: _____
Mayor

APPROVED AS TO LEGAL FORM:

By:_____
City Attorney

ATTEST:

By:_____
City Clerk

SIGNATURE PAGE TO COOPERATIVE AGREEMENT

CITY OF RIVERSIDE

By: _____
Mayor

ATTEST:

By:_____
City Clerk

APPROVED AS TO FORM:

By:_____
City Attorney

MV00209986

EXHIBIT "A"

Appendix N, Meridian Mitigation Costs

[attached behind this page]

Appendix N

Meridian Mitigation Costs

Introduction

This Appendix contains drawings and Opinion of Probable Construction Cost estimates for the proposed improvements identified in the Meridian SPA Traffic Impact Analysis. It also provides a calculation of the proposed Project's fair share payment toward each improvement where it contributes toward a significant cumulative traffic impact.

Project Mitigation Measures

As discussed in the Traffic Impact Analysis, the proposed Project would result in significant direct and cumulative traffic impacts. Feasible improvements have been identified, and the drawings and the estimated opinion of probable cost for these improvements are included in this Appendix. The proposed Project will be responsible for fully funding feasible improvements required to mitigate its direct impacts. Mitigation for direct impacts is limited to the intersection of Van Buren Boulevard and Barton Street. In addition, the Project applicant has agreed to fully fund improvements to mitigate its cumulative traffic impacts at the following locations:

- Van Buren Boulevard/Coyote Bush Road
- Van Buren Boulevard/Village West Drive
- Cactus Avenue/Meridian Parkway (Existing + Amendment + Cumulative Projects condition only)

At all other locations where the Project has a significant cumulative impact, the Project's mitigation would be the payment of a fee based on its "fair share" of traffic impacts, as described in Chapter 10 of the Traffic Impact Analysis.

Method for Collecting Fair Share Payments

Prior to the issuance of a certificate of occupancy for any lot in the SPA area that would generate traffic in excess of the external traffic generation of Phases I and II, the developer of that lot shall provide to the March JPA that lot's fair share contribution toward the mitigation of cumulative traffic impacts.

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Intersection	Fair Share	
INT #3 ALESSANDRO BOULEVARD & MISSION GROVE PARKWAY - LONG TERM CUMULATIVE	$	284
INT #6 ALESSANDRO BOULEVARD & MERIDIAN PARKWAY - LONG TERM CUMULATIVE	$	2,607
INT #7 ALESSANDRO BOULEVARD & I-215 SB RAMPS - LONG TERM CUMULATIVE	$	10,248
INT #8 ALESSANDRO BOULEVARD & I-215 NB - NEAR TERM CUMULATIVE	$	7,363
INT #8 ALESSANDRO BOULEVARD & I-215 NB - LONG TERM CUMULATIVE	$	5,516
INT #9 ALESSANDRO BOULEVARD & OLD 215 - LONG TERM CUMULATIVE	$	1,404
INT #12 MERIDIAN PARKWAY & CACTUS AVENUE- NEAR TERM CUMULATIVE	$	37,000
INT #15 CACTUS AVENUE & ELSWORTH STREET - NEAR TERM CUMULATIVE	$	24,587
INT #15 CACTUS AVENUE & ELSWORTH STREET - LONG TERM CUMULATIVE	$	6,744
INT #21 VAN BUREN BOULEVARD & WOOD ROAD - NEAR TERM CUMULATIVE	$	69,476
INT #22 VAN BUREN BOULEVARD & TRAUTWEIN ROAD - NEAR TERM CUMULATIVE	$	24,476
INT #23 VAN BUREN BOULEVARD & BARTON ROAD - Direct Impact	$	391,000
INT #24 VAN BUREN BOULEVARD & COYOTE BUSH ROAD - NEAR TERM CUMULATIVE	$	327,000
INT #26 VAN BUREN BOULEVARD & VILLAGE WEST DRIVE - NEAR TERM CUMULATIVE	$	29,000
INT #36 NANDINA AVENUE & BARTON STREET- NEAR TERM CUMULATIVE	$	4,103
INT #37 COTTONWOOD AVENUE & DAY STREET- LONG TERM CUMULATIVE	$	3,899
TOTAL	$	944,707

Note: Fair share allocations are for cumulative impacts outside JPA boundaries. Costs for Meridian/Cactus ($37,000), Van Buren/Barton ($391,000), Van Buren/Coyote Bush ($327,000), and Van Buren/Village West ($29,000) will be borne 100% by the Project.

MV00209989

FAIR SHARE CALCULATIONS

Int #	Project Traffic Volume	Existing Traffic Volume	Existing Plus Amendment Plus Cumulative Traffic Volume	Existing Plus Amendment Plus Cumulative Fair Share (%)	Future Year Plus Amendment Traffic Volume	Future Year Plus Amendment Fair Share (%)
1	73	8360	n/a	n/a	15797	0.98%
2	73	6881	n/a	n/a	11892	1.46%
3	78	6033	n/a	n/a	14028	0.98%
6	809	6193	n/a	n/a	21400	5.32%
7	341	6513	n/a	n/a	15627	3.74%
8	251	6071	9308	7.75%	13995	3.17%
9	110	4679	n/a	n/a	13784	1.21%
12	1468	462	6893	22.83%	12047	12.67%
13	918	2207	6995	19.17%	n/a	n/a
14	592	5882	12743	8.63%	n/a	n/a
15	139	6241	11632	2.58%	12023	2.40%
21	256	8065	10889	9.07%	13470	4.74%
22	181	8132	13149	3.61%	n/a	n/a
23	188	6777	12317	3.39%	14590	2.41%
24	321	5484	11555	5.29%	n/a	n/a
26	537	5844	13723	6.82%	16609	4.99%
27	1123	5707	n/a	n/a	17349	9.65%
36	51	658	2026	3.73%	n/a	n/a
37	49	1516	n/a	n/a	7971	0.76%

Notes:

Traffic Volume is the total combined a.m. and p.m. peak-hour traffic traversing the intersection.

MV00209990

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

KHA Job #: 095300028 5-Apr-10

Prepared By: Kimley-Horn and Associates, Inc.

FOR THE CONSTRUCTION OF :

MERIDIAN SPA- DIRECT, NEAR TERM CUMULATIVE, & LONG TERM CUMULATIVE TRAFFIC IMPACTS

Off-Site Improvement Costs by Location

INTERSECTION	Jurisdiction	Funding Source(s)	Cumulative or Direct Cost	Total Cost	Fair share*	Anticipated Total LNR Cost	Potentially Overlapping Local Agency CIP Project	Notes
INT #3 ALESSANDRO BOULEVARD & MISSION GROVE PARKWAY - LONG TERM CUMULATIVE	City of Riverside	Fair Share	Cumulative	$ 29,000	0.88%	$ 254	None	
INT #6 ALESSANDRO BOULEVARD & MERIDIAN PARKWAY - LONG TERM CUMULATIVE	City of Riverside	Fair Share	Cumulative	$ 49,000	5.32%	$ 2,607	None	
INT #7 ALESSANDRO BOULEVARD & I-215 SB RAMPS - LONG TERM CUMULATIVE	Caltrans	Fair Share, TUMF Interchange	Cumulative	$ 274,000	3.74%	$ 10,248	None	
INT #8 ALESSANDRO BOULEVARD & I-215 NB - NEAR TERM CUMULATIVE	Caltrans	Fair Share, Meridian Phase 3, TUMF	Cumulative	$ 95,000	7.75%	$ 7,363	None	
INT #8 ALESSANDRO BOULEVARD & I-215 NB - LONG TERM CUMULATIVE	Caltrans	Fair Share, Meridian Phase 3, TUMF	Cumulative	$ 174,000	3.17%	$ 5,516	None	
INT #9 ALESSANDRO BOULEVARD & OLD 215 - LONG TERM CUMULATIVE	City of Moreno Valley	Fair Share	Cumulative	$ 116,000	1.21%	$ 1,404	None	
INT #12 MERIDIAN PARKWAY & CACTUS AVENUE- NEAR TERM CUMULATIVE	March JPA	Meridian Phase 2A	Cumulative	$ 37,000	100.00%	$ 37,000	None	
INT #12 MERIDIAN PARKWAY & CACTUS AVENUE- LONG TERM CUMULATIVE	March JPA	Meridian West Campus	Cumulative	$ 934,000	0.00%	$ -	None	
INT #15 CACTUS AVENUE & ELSWORTH STREET - NEAR TERM CUMULATIVE	City of Moreno Valley	Fair Share, EB lane Fully Funded per 08 RTIP	Cumulative	$ 953,000	2.58%	$ 24,557	Yes	Cactus widening project planned by Moreno Valley would provide one of the additional lanes in proposed improvements
INT #15 CACTUS AVENUE & ELSWORTH STREET - LONG TERM CUMULATIVE	City of Moreno Valley	Fair Share	Cumulative	$ 281,000	2.40%	$ 6,744	None	
INT #21 VAN BUREN BOULEVARD & WOOD ROAD - NEAR TERM CUMULATIVE	City of Riverside	Fair Share, TUMF	Cumulative	$ 766,000	9.07%	$ 69,476	Yes	Van Buren widening to a 6 lanes from Washington to Wood planned by Riverside County would provide two lanes identified in mitigation.
INT #22 VAN BUREN BOULEVARD & TRAUTWEIN ROAD - NEAR TERM CUMULATIVE	City of Riverside	Fair Share, Meridian Phase 3, TUMF	Cumulative	$ 675,000	3.81%	$ 25,479	None	
INT #23 VAN BUREN BOULEVARD & BARTON ROAD - Direct Impact	City/County of Riverside	Meridian Phase 2A	Direct	$ 391,000	100.00%	$ 391,000	None	
INT #24 VAN BUREN BOULEVARD & COYOTE BUSH ROAD - NEAR TERM CUMULATIVE	City/County of Riverside	Meridian Phase 2A	Cumulative	$ 327,000	100.00%	$ 327,000	None	
INT #25 VAN BUREN BOULEVARD & VILLAGE WEST DRIVE - NEAR TERM CUMULATIVE	County of Riverside	Meridian Phase 2A	Cumulative	$ 29,000	100.00%	$ 29,000	None	
INT #36 NANDINA AVENUE & BARTON STREET- NEAR TERM CUMULATIVE	County of Riverside	Fair Share	Cumulative	$ 110,000	3.73%	$ 4,103	None	
INT #37 COTTONWOOD AVENUE & DAY STREET- LONG TERM CUMULATIVE	City of Moreno Valley	Fair Share	Cumulative	$ 513,000	0.76%	$ 3,899	Yes	Planned widening from Cottonwood to Alessandro by Moreno Valley may provide one of the additional lanes in proposed improvements
TOTAL				$ 5,793,000		$ 945,351		

* Fair Share percentage contingent upon agency approval of the calculation.

Total Direct	$ 391,000	Total Direct	$ 391,000
Near Term Cumulative	$ 2,995,000	Near Term Cumulative	$ 523,005
Long Term Cumulative	$ 2,407,000	Long Term Cumulative	$ 34,376

MV00209991

CITY OF MORENO VALLEY
Capital Improvement Plan - Project Details
FY 2009-2014 and Beyond

Project Title: Cactus Avenue Eastbound 3rd Lane Improvements / I-215 to Veterans Way

Department / Division: Public Works Department / Capital Projects Division

Fund . Business Unit: 416.78527 416.Unfunded

Project Status:
- [ ] New
- [ ] Delayed
- [x] In Progress
- [ ] Deleted
- [ ] Completed
- [ ] On Hold

Project Priority in CIP Category
- [x] Essential (Start within 1 yr)
- [ ] Necessary (Start within 1 to 3 yrs)
- [ ] Desirable (Start within 3 to 5 yrs)
- [ ] Deferrable (Start within 5 to 10 yrs)

Project Description:
This is a component of the Cactus Avenue / I-215 interchange project and also supports the signalization of the intersection of Cactus Avenue / Commerce Center. The project involves adding a third eastbound through lane on Cactus Avenue to receive the traffic from the northbound I-215 high-speed off-ramp. The third lane will extend through the intersection of Cactus Avenue / Elsworth Street before merging the traffic back in before Veterans Way. The existing eastbound right-turn lane on Cactus Avenue at Elsworth Street / March Air Reserve Base entrance would be retained by reconstructing it south of the new through lane.

Design: January 2009 to November 2009
Construction: TBD (subject to available funding)

Project Location Map:

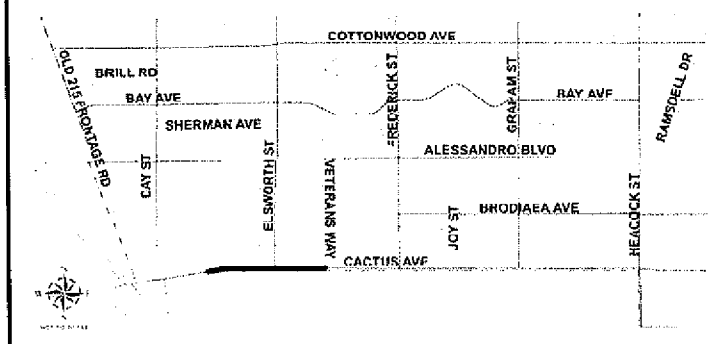

Justification or Significance of Improvement:
This project is needed to relieve traffic congestion on Cactus Avenue. The project will improve capacity and provide a potential safety benefit at the existing high-speed off-ramp merge.

CIP Category
- [x] Street Improvements
- [ ] Bridges
- [ ] Buildings
- [ ] Drainage, Sewers, & Waterlines
- [ ] Electric Utility
- [ ] Landscaping
- [ ] Parks
- [ ] Special Projects
- [ ] Traffic Signals
- [ ] Underground Utilities

PROJECT PHASE	CY Budget FY 2008-2009	CY Projected Expenditure FY 2008-2009	CY Return to Fund Balance FY 2008-2009	Carryover to FY 2009-2010	New Request FY 2009-2010	Carryover plus New Request FY 2009-2010	FY 2010-2011	FY 2011-2012	FY 2012-2013	FY 2013-2014 and Beyond	Total
Prelim. Eng. / Environ.	376,136	59,421		316,715		316,715					316,715
Design							140,000				140,000
Right-of-Way							1,460,000				1,460,000
Construction											
Other											
PROJECT TOTAL	**376,136**	**59,421**	**0**	**316,715**	**0**	**316,715**	**1,600,000**	**0**	**0**	**0**	**1,916,715**

FUNDING SOURCE	CY Budget FY 2008-2009	CY Projected Expenditure FY 2008-2009	CY Return to Fund Balance FY 2008-2009	Carryover to FY 2009-2010	New Request FY 2009-2010	Carryover plus New Request FY 2009-2010	FY 2010-2011	FY 2011-2012	FY 2012-2013	FY 2013-2014 and Beyond	Total
DIF Arterial Streets (201) 416.78527	376,136	59,421		316,715		316,715					316,715
DIF Arterial Streets (201) 416.Unfunded							1,600,000				1,600,000
REVENUE TOTAL	**376,136**	**59,421**	**0**	**316,715**	**0**	**316,715**	**1,600,000**	**0**	**0**	**0**	**1,916,715**

MV00209992

Supervisorial District 1

FISCAL YEAR COST (x $1000)
D = Design E = Environmental C = Construction
R = Right-of-way Acquistion PFY = Previous Fiscal Year

NAME / LIMITS / LENGTH (mi) / DESCRIPTION (comments)	EW (ft) / PW (ft)	MD / CT / PL / RW	PROJECT NUMBER / ROAD BOOK PAGE / ROAD NUMBER / LEAD AGENCY / LARGER PROJECT	FUND SOURCE	FUND SOURCE COST (x $1000)		PFY	09/10	10/11	11/12	12/13	13/14	14/15	15/16
Van Buren Blvd		11	B3-0743	364	590	D	106	3						
Porter Ave		C	53			F	1							
0.01(mi)	0 (ft)/ 0 (ft)	Y	S5415B			R	2	1						
Install Traffic Signal		N	RCTD			C	2	475						
				TOTAL	590	364 Signal Supervisor District 1								
Van Buren Blvd		11	B5-0657	349	470	D	435	199						
Washington St	Wood Rd	C	53	627	200	E	11	48		437				
2.10(mi)	62 (ft)/ 110(ft)	Y	S5415B	999	6,441	R	9			2,180				
Widen AC paved road to 6 lanes		Y	RCTD			C					3,792			
				TOTAL	7,111	349 TUMF Regional System (RCTC) 627 DIF AP7 Maj. Imp. Fnd- Lk Mathews/Woodcrest Area 999 Unfunded								
Van Buren Blvd Ichg		14	B7-0798	217	10,000	D	1,244	2,129	2,697	250				
I-215		C	55	343	17,537	E	3,550							
0.00(mi)	0 (ft)/ 0 (ft)	Y	S5415C	344	2,013	R			7,170					
Replace & Expand interchange		Y	RCTD	399	10,000	C			70	22,510	37,690	13,610		
PA & ED was done by March JPA.				600	14,000	217 Prop. 1B - Trade Corridor Improv. Funds 343 TUMF - Identified/Unfunded 344 TUMF - Northwest zone (WRCOG) 399 Riverside County Transportation Commission								
				869	15,000									
				999	22,370									
				TOTAL	90,920									
Van Buren Blvd Signal Synchronization		11	CO-0509	369	17	D		2						
Mockingbird Cyn Rd	Gamble Ave	C	27	990	5	E								
3.10(mi)	0 (ft)/ 0 (ft)	N	S5415A			R								
Modify Signals for improved signal timing.		N	CO RIV			C		20						
City of Riverside secured a MSRC grant and is the lead agency. Only County jurisdiction funds are shown.						369 West County DIF Signal Mitigation Fund 990 Miscellaneous								
				TOTAL	22									
Van Buren Blvd Signals		11	B7-0719	369	131	D	39	20						
Mockingbird Cyn	Porter Ave	C	27			E	1	1						
0.00(mi)	0 (ft)/ 0 (ft)	Y	S5415A			R								
Coordination of traffic signals		N	RCTD			C	32	38						
						369 West County DIF Signal Mitigation Fund								
				TOTAL	131									
Vernona Dr		12	B9-0311	214	2	D								
Amatista Ave	455' Ely	C	78			F								
0.09(mi)	32 (ft)/ 32 (ft)	N	M9214			R								
Slurry Seal Type II		N	RCTD X0901			C	2							
				TOTAL	2	214 Proposition 42 (sales tax on gasoline)								

MV00209993

CITY OF MORENO VALLEY
Capital Improvement Plan - Project Details
FY 2009-2014 and Beyond

Project Title: Day Street Improvements / Alessandro Boulevard to Cottonwood Avenue

Department / Division: Economic Development Department / Capital Projects Division

Fund . Business Unit: : 897.91724

Project Status:
- [ ] New
- [ ] Delayed
- [x] In Progress
- [ ] Deleted
- [ ] Completed
- [ ] On Hold

Project Priority in CIP Category
- [x] Essential (Start within 1 yr)
- [ ] Necessary (Start within 1 to 3 yrs)
- [ ] Desirable (Start within 3 to 5 yrs)
- [ ] Deferable (Start within 5 to 10 yrs)

Project Description:
This project involves the improvement of Day Street from (1) Alessandro Boulevard to Cottonwood Avenue; (2) Sherman Avenue from Day Street to Nolze Place; and (3) Bay Avenue from Day Street to Nolze Place.

Construction: August 2009 to January 2010

Project Location Map:

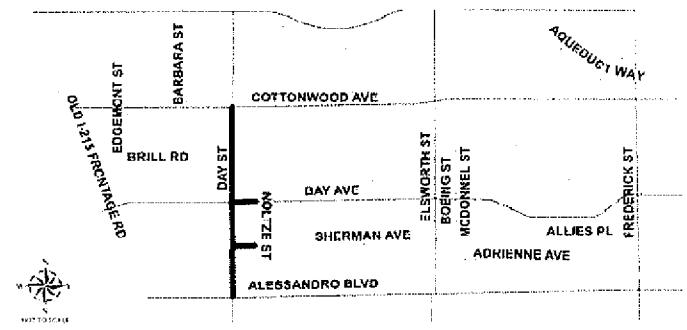

Justification or Significance of Improvement:
The project will beautify the area and enhance safety by improving the roadway cross-section, as well as mitigate traffic congestion by reducing travel time and fuel consumption.

CIP Category
- [x] Street Improvements
- [ ] Bridges
- [ ] Buildings
- [ ] Drainage, Sewers, & Waterlines
- [ ] Electric Utility
- [ ] Landscaping
- [ ] Parks
- [ ] Special Projects
- [ ] Traffic Signals
- [ ] Underground Utilities

PROJECT PHASE	CY Budget FY 2008-2009	CY Projected Expenditure FY 2008-2009	CY Return to Fund Balance FY 2008-2009	Carryover to FY 2009-2010	New Request FY 2009-2010	Carryover plus New Request FY 2009-2010	FY 2010-2011	FY 2011-2012	FY 2012-2013	FY 2013-2014 and Beyond	Total
Prelim. Eng. / Environ.											
Design	100,000	100,000									
Right-of-Way	220,000	220,000									
Construction	2,604,611			2,604,611		2,604,611					2,604,611
Other	2,000	2,000									
PROJECT TOTAL	**2,926,611**	**322,000**	**0**	**2,604,611**	**0**	**2,604,611**	**0**	**0**	**0**	**0**	**2,604,611**

FUNDING SOURCE	CY Budget FY 2008-2009	CY Projected Expenditure FY 2008-2009	CY Return to Fund Balance FY 2008-2009	Carryover to FY 2009-2010	New Request FY 2009-2010	Carryover plus New Request FY 2009-2010	FY 2010-2011	FY 2011-2012	FY 2012-2013	FY 2013-2014 and Beyond	Total
RDA 2007 TABS (897) 897.91724	2,926,611	322,000		2,604,611		2,604,611					2,604,611
REVENUE TOTAL	**2,926,611**	**322,000**	**0**	**2,604,611**	**0**	**2,604,611**	**0**	**0**	**0**	**0**	**2,604,611**

MV00209994

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300026 22-Dec-09

FOR THE CONSTRUCTION OF :

MERIDIAN SPA- DIRECT, NEAR TERM, & LONG TERM

1	Buildout condition assumes improvements provided by others based on the General Plan
2	Developer Impact Fees paid by LNR and Others will fully fund anticipated near term and buildout conditions assumed in the traffic study
3	Fair share contribution is the fair share for the additional improvements necessary to improve the intersection LOS (in addition to #2 as outlined above)
4	Turn lanes are assumed to be 250 feet with a 100 foot transition
5	Widening is assumed to be for 500 feet in advance of the intersection and 1500 feet downstream of the intersection
6	Asphalt assumes a 6" section (@ 150 lbs/cubic foot), base is assumed to be 8" in depth

MV00209995

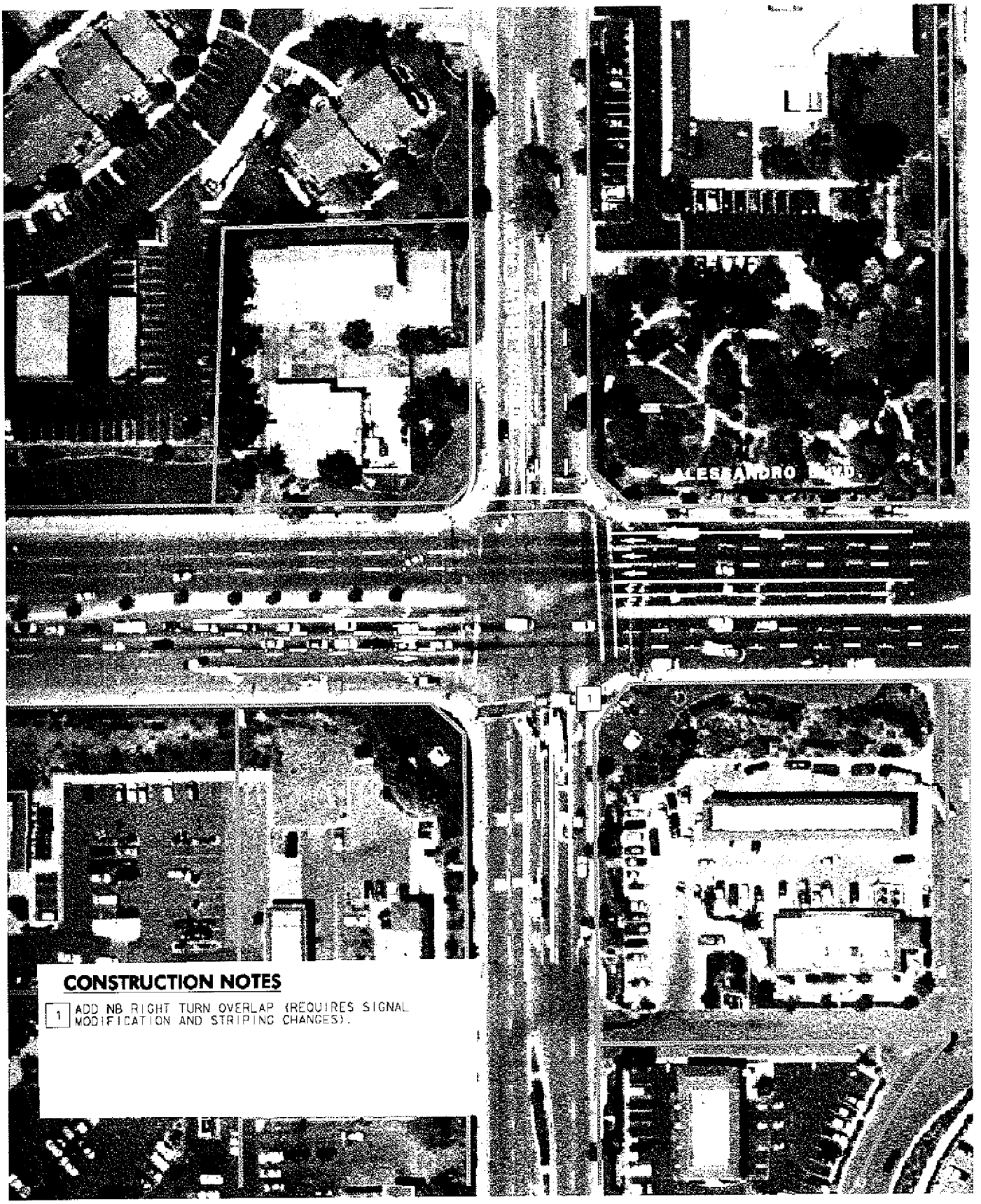

CONSTRUCTION NOTES

1 ADD NB RIGHT TURN OVERLAP (REQUIRES SIGNAL MODIFICATION AND STRIPING CHANGES).

N.T.S.

Kimley-Horn and Associates, Inc.

INTERSECTION 3

Proposed Improvements- LONG TERM CUMULATIVE (Alessandro Blvd. & Mission Grove Pkwy.)

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 **Date:** 22-Dec-09

FOR THE CONSTRUCTION OF :

MERIDIAN SPA LONG TERM CUMULATIVE

INT #3 ALESSANDRO BOULEVARD & MISSION GROVE PARKWAY - LONG TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	$ 5,000.00	1	$ 5,000.00
2	SIGNAL MODIFICATION	LS	$ 10,000.00	1	$ 10,000.00
SWPPP	STORMWATER MANAGEMENT @ 3%				$ 1,000.00
TC	TRAFFIC CONTROL @ 8%				$ 1,200.00
MOB	MOBILIZATION @ 5%				$ 2,000.00
Subtotal Construction Cost					$19,200
Contingency		25%			$4,800
Design, Administration and Construction Management		24%			$4,608
TOTAL					**$29,000**

Notes/Assumptions

Widening: none required
Signal Mod: modification to signal heads for addition of northbound overlap
Signing/Striping: minor modifications to existing northbound signing/striping
Right-of-Way: none required

MV00209997

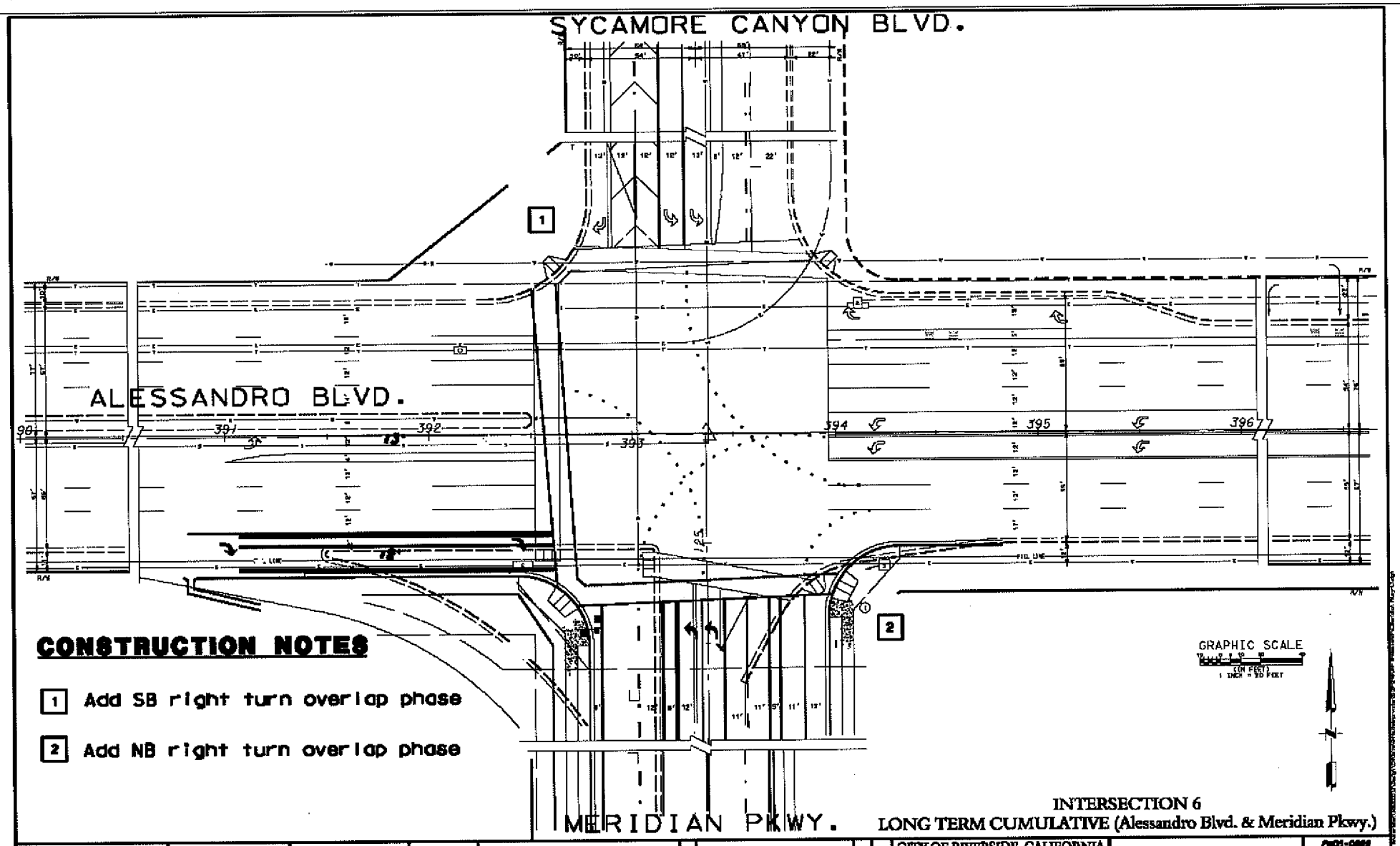
SYCAMORE CANYON BLVD.
ALESSANDRO BLVD.
MERIDIAN PKWY.
1
2
391
392
393
394
395
396
GRAPHIC SCALE
(IN FEET)
1 INCH = 30 FEET
CONSTRUCTION NOTES
1 Add SB right turn overlap phase
2 Add NB right turn overlap phase
INTERSECTION 6
LONG TERM CUMULATIVE (Alessandro Blvd. & Meridian Pkwy.)
Kimley-Horn and Associates, Inc.
CITY OF RIVERSIDE, CALIFORNIA
UNIT 2 TRAFFIC SIGNAL PLANS
MERIDIAN-UNIT 2
SHEET 1 OF 1

MV00209998

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 **Date:** 22-Dec-09

FOR THE CONSTRUCTION OF :

MERIDIAN SPA LONG TERM CUMULATIVE

INT #6 ALESSANDRO BOULEVARD & MERIDIAN PARKWAY - LONG TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	$ 7,500.00	1	$ 7,500.00
2	SIGNAL MODIFICATION	LS	$ 20,000.00	1	$ 20,000.00
SWPPP	STORMWATER MANAGEMENT @ 3%				$ 1,000.00
TC	TRAFFIC CONTROL @ 8%				$ 2,200.00
MOB	MOBILIZATION @ 5%				$ 2,000.00
Subtotal Construction Cost					$32,700
Contingency		25%			$8,175
Design, Administration and Construction Management		24%			$7,848
TOTAL					$49,000

Notes/Assumptions

Widening: none required
Signal Mod: modification to signal heads for addition of overlap for both northbound and southbound
Signing/Striping: minor modifications to existing northbound and southbound signing/striping
Right-of-Way: none required

MV00209999

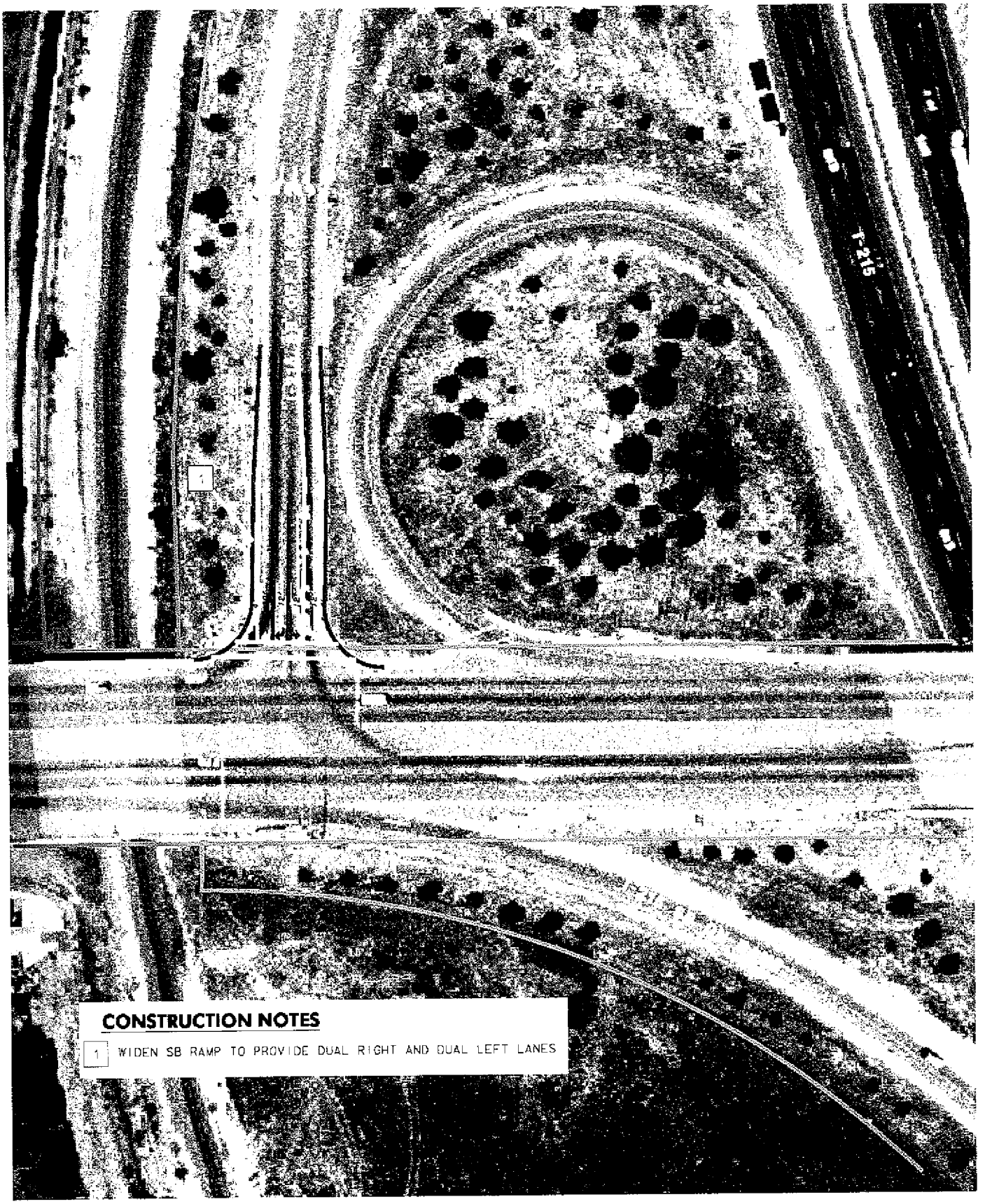

CONSTRUCTION NOTES

1 WIDEN SB RAMP TO PROVIDE DUAL RIGHT AND DUAL LEFT LANES

N.T.S.

Kimley-Horn and Associates, Inc.

INTERSECTION 7

Proposed Improvements- LONG TERM CUMULATIVE (Alessandro Blvd. & SB I-215 Ramp)

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 **Date:** 22-Dec-09

FOR THE CONSTRUCTION OF :

MERIDIAN SPA LONG TERM CUMULATIVE

INT #7 ALESSANDRO BOULEVARD & I-215 SB RAMPS - LONG TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	$ 10,000.00	1	$ 10,000.00
2	SIGNAL MODIFICATION	LS	$ 70,000.00	1	$ 70,000.00
3	CONTRACTOR'S STAGING AND STORAGE AREA	LS	$ 10,000.00	1	$ 10,000.00
4	CALTRANS PERMIT	LS	$ 30,000.00	1	$ 30,000.00
5	CLEARING AND GRUBBING	SF	$ 1.50	2400	$ 3,600.00
6	REMOVE CONCRETE (SIDEWALK)	SF	$ 2.80	500	$ 1,400.00
7	ASPHALT CONCRETE	TON	$ 90.00	90	$ 8,100.00
8	CEMENT TREATED BASE	CY	$ 70.00	59	$ 4,130.00
9	MINOR UTILITY ADJUSTMENT	LS	$ 5,000.00	1	$ 5,000.00
10	MINOR CONCRETE, CURB AND GUTTER	LF	$ 15.00	100	$ 1,500.00
11	MINOR CONCRETE, SIDEWALK	SF	$ 5.00	500	$ 2,500.00
12	MINOR CONCRETE, CURB RAMP	EA	$ 2,500.00	2	$ 5,000.00
13	DRAINAGE IMPROVEMENTS	LS	$ 5,000.00	1	$ 5,000.00
14	GRADING	CY	$ 20.00	104	$ 2,080.00
SWPPP	STORMWATER MANAGEMENT @ 3%				$ 4,700.00
TC	TRAFFIC CONTROL @ 8%				$ 12,700.00
MOB	MOBILIZATION @ 2.5%				$ 7,900.00
Subtotal Construction Cost					$183,610
Contingency			25%		$45,903
Design, Administration and Construction Management			24%		$44,066
TOTAL					**$274,000**

Notes/Assumptions

Widening: symmetrical widening of 250' with 100' transition of the SB off ramp to add new lane
Signal Mod: relocate/replace traffic signal equipment on NWC, minor modifications to equipment on NEC
Signing/Striping: replace southbound ramp signage and restriping of the ramp and crosswalk
Right-of-Way: none required

MV00210001

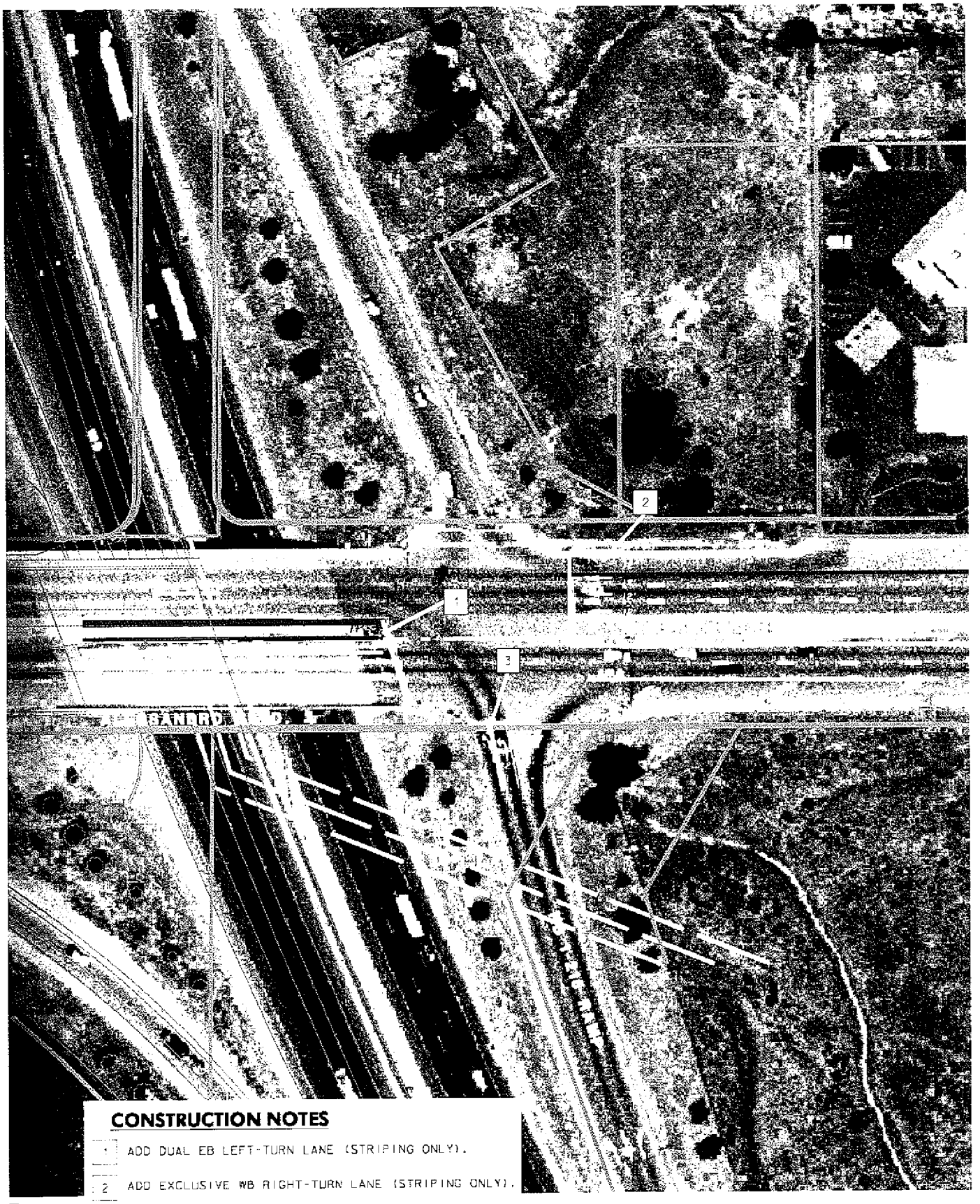

CONSTRUCTION NOTES

1. ADD DUAL EB LEFT-TURN LANE (STRIPING ONLY).
2. ADD EXCLUSIVE WB RIGHT-TURN LANE (STRIPING ONLY).
3. ADD NB LEFT TURN.
   RECONFIGURE NB LANES (STRIPING ONLY).

N.T.S.

Kimley-Horn and Associates, Inc.

INTERSECTION 8

Proposed Improvements- NEAR TERM CUMULATIVE (Alessandro Blvd. & NB I-215 Ramp)

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 **Date:** 22-Dec-09

FOR THE CONSTRUCTION OF :

MERIDIAN SPA NEAR TERM CUMULATIVE

INT #8 ALESSANDRO BOULEVARD & I-215 NB - NEAR TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	$ 20,000.00	1	$ 20,000.00
2	CONTRACTOR'S STAGING AND STORAGE AREA	LS	$ 5,000.00	1	$ 5,000.00
3	CALTRANS PERMIT	LS	$ 30,000.00	1	$ 30,000.00
SWPPP	STORMWATER MANAGEMENT @ 3%				$ 1,700.00
TC	TRAFFIC CONTROL @ 8%				$ 4,400.00
MOB	MOBILIZATION @ 2.5%				$ 2,800.00
Subtotal Construction Cost					$63,900
Contingency		25%			$15,975
Design, Administration and Construction Management		24%			$15,336
TOTAL					$95,000

Notes/Assumptions

Widening: assumes no new widening and that the improvements can be completed within existing roadway

Signal Mod: none required

Signing/Striping: replace northbound ramp, eastbound left-turn and westbound right turn signage; restripe northbound, eastbound and westbound approaches

Right-of-Way: none required

MV00210003

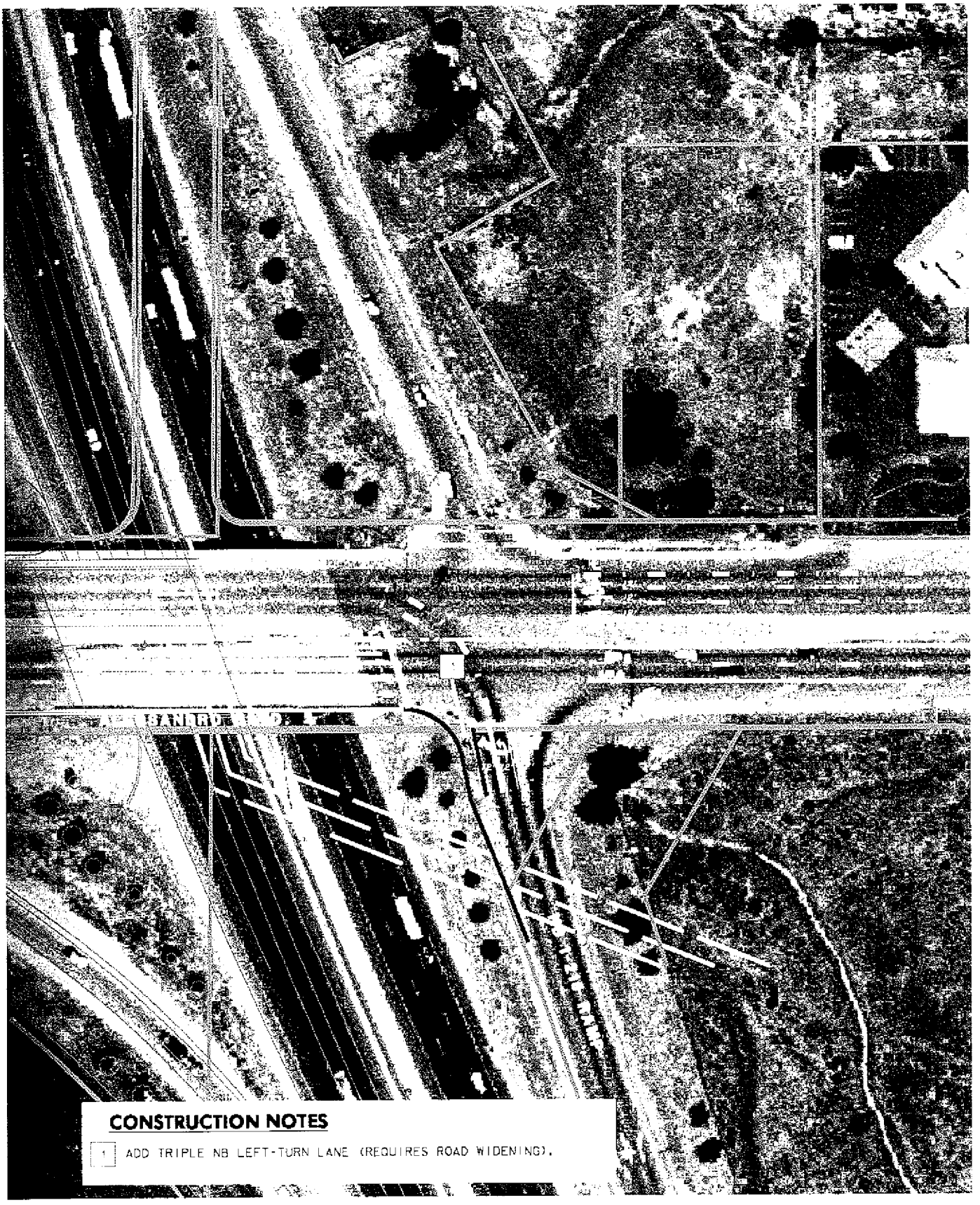

CONSTRUCTION NOTES

1 ADD TRIPLE NB LEFT-TURN LANE (REQUIRES ROAD WIDENING).

N.T.S.

Kimley-Horn and Associates, Inc.

INTERSECTION 8

Proposed Improvements- LONG TERM CUMULATIVE (Alessandro Blvd. & NB I-215 Ramp)

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 **Date:** 22-Dec-09

FOR THE CONSTRUCTION OF :

MERIDIAN SPA LONG TERM CUMULATIVE

INT #8 ALESSANDRO BOULEVARD & I-215 NB - LONG TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	$ 10,000.00	1	$ 10,000.00
2	SIGNAL MODIFICATION	LS	$ 20,000.00	1	$ 20,000.00
3	CONTRACTOR'S STAGING AND STORAGE AREA	LS	$ 10,000.00	1	$ 10,000.00
4	CALTRANS PERMIT	LS	$ 30,000.00	1	$ 30,000.00
5	CLEARING AND GRUBBING	SF	$ 1.50	3600	$ 5,400.00
6	ASPHALT CONCRETE	TON	$ 90.00	135	$ 12,150.00
7	CEMENT TREATED BASE	CY	$ 70.00	89	$ 6,230.00
8	MINOR CONCRETE, CURB AND GUTTER	LF	$ 15.00	50	$ 750.00
9	MINOR CONCRETE, SIDEWALK	SF	$ 5.00	250	$ 1,250.00
10	MINOR CONCRETE, CURB RAMP	EA	$ 2,500.00	1	$ 2,500.00
11	GRADING	CY	$ 20.00	156	$ 3,120.00
SWPPP	STORMWATER MANAGEMENT @ 3%				$ 2,900.00
TC	TRAFFIC CONTROL @ 8%				$ 7,900.00
MOB	MOBILIZATION @ 2.5%				$ 4,900.00
Subtotal Construction Cost					$117,100
Contingency			25%		$29,275
Design, Administration and Construction Management			24%		$28,104
TOTAL					**$174,000**

Notes/Assumptions

Widening: widening of SWC to provide third northbound left turn lane
Signal Mod: minor modifications to equipment on SWC
Signing/Striping: replace signing and striping on northbound ramp
Right-of-Way: none required

MV00210005

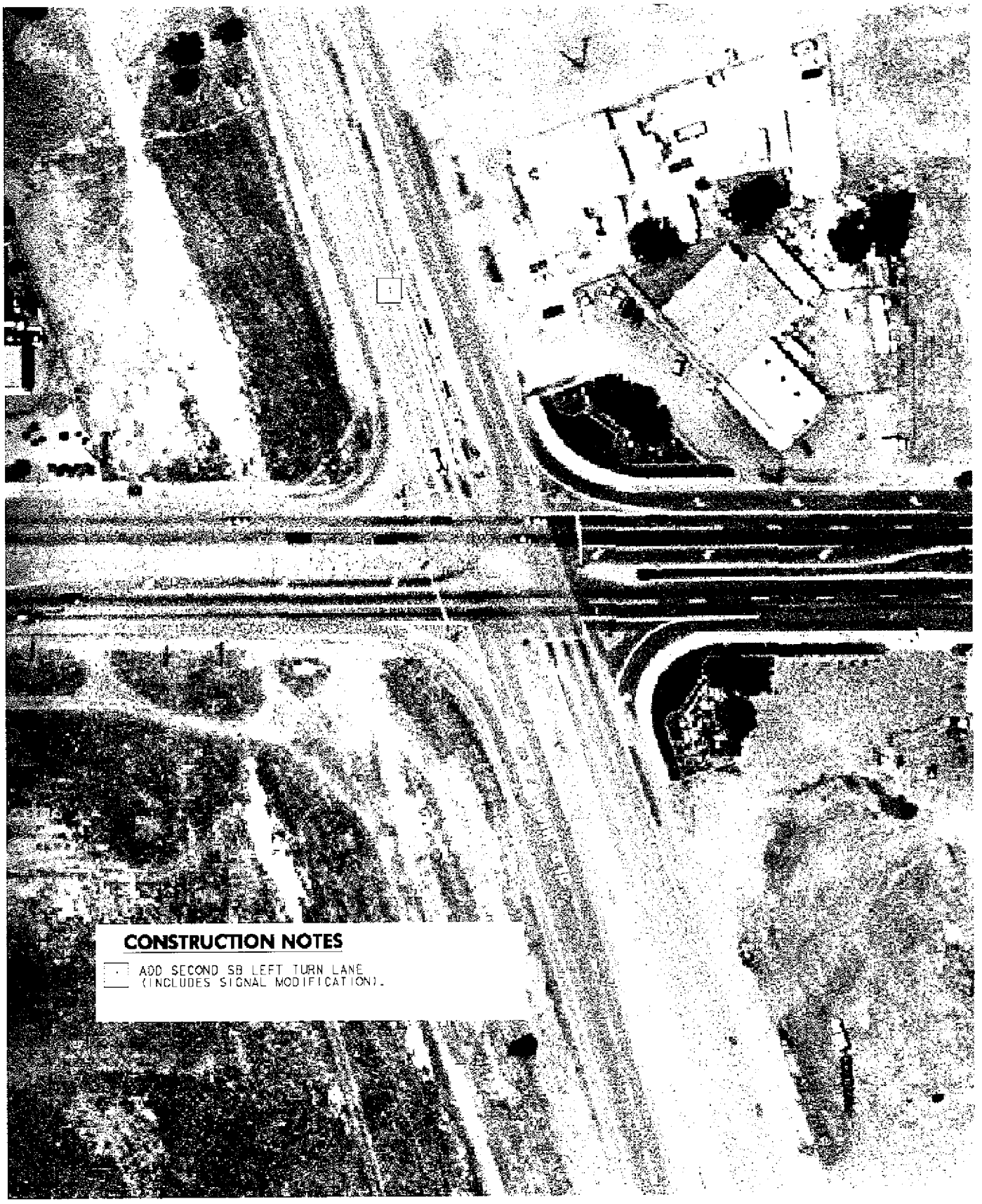

N.T.S.

Kimley-Horn and Associates, Inc.

INTERSECTION 9

Proposed Improvements- LONG TERM CUMULATIVE (Alessandro Blvd. & Old 215)

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 **Date:** 22-Dec-09

FOR THE CONSTRUCTION OF :

MERIDIAN SPA LONG TERM CUMULATIVE

INT #9 ALESSANDRO BOULEVARD & OLD 215 - LONG TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	$ 5,000.00	1	$ 5,000.00
2	SIGNAL MODIFICATION	LS	$ 20,000.00	1	$ 20,000.00
3	CLEARING AND GRUBBING	SF	$ 1.50	3600	$ 5,400.00
4	ASPHALT CONCRETE	TON	$ 90.00	135	$ 12,150.00
5	CEMENT TREATED BASE	CY	$ 70.00	89	$ 6,230.00
6	MINOR UTILITY ADJUSTMENT	LS	$ 5,000.00	1	$ 5,000.00
7	DRAINAGE IMPROVEMENTS	LS	$ 10,000.00	1	$ 10,000.00
8	GRADING	CY	$ 20.00	156	$ 3,120.00
SWPPP	STORMWATER MANAGEMENT @ 3%		$ 20,000.00		$ 2,000.00
TC	TRAFFIC CONTROL @ 8%		$ 40,000.00		$ 5,400.00
MOB	MOBILIZATION @ 5%		$ 10,000.00		$ 3,300.00
Subtotal Construction Cost					$77,600
Contingency			25%		$19,400
Design, Administration and Construction Management			24%		$18,624
TOTAL					**$116,000**

Notes/Assumptions

Widening: southbound left turn lane can be added by widening will be into the median
Signal Mod: minor signal modification on SWC and add loops for dual southbound left turn lane
Signing/Striping: additional signing and marking for dual southbound left turn lanes
Right-of-Way: none required

MV00210007

POLE AND EQUIPMENT SCHEDULE

STANDARD					VEH SIG MTG		PED SIGNAL	PPB -		POLE LOC.		PPB LOW.	STD. SHAFT LENGTH LENGTH	REMARKS
POLE	TYPE	HGT.	BRKT. ARM STB.	BRKT. ARM LONG.	MAST ARM	POLE	MTG.	#	#VAD.	A	B			
A	BE-4-12B	30'	46'	15'	2-RAS	SV-1-T	-	#GP	#	STA. 90+59 #44' OFF C/L		200 W	Cactus Avenue	
B	1-A	10'	-	-	-	TV-1-T	SP-1-T	-	-	STA. 90+72 #61' OFF C/L		-	-	
C	3E-4-12B	30'	40'	15'	2-MAS	SV-2-TA	SP-1-T	#GP	#	STA. 91+73 #44' OFF C/L		200 W	Intersect EB Meridian Pkwy	
D	19-4-12B	30'	30'	15'	2-MAS	SV-1-T	SP-1-T	#GP	#	12'	4'	200 W	Cactus Ave	
E	1S	30'	-	15'	-	SV-1-T	SP-1-T	#GP	#	12'	4'	200 W	-	
F	1-A	7'	-	-	-	-	TP-1-T	#GP	#	12'	4'	-	-	
G	1G	30'	-	15'	-	SV-2-TS	SP-1-T	#GP	#	12'	4'	200 W	-	

* PED PUSH BUTTONS SHALL MEET OR EXCEED ALL ADA ACCESSIBILITY DIRECTIVES.

▲ ROTATE LUMINAIRE 90 DEGREES AND CAP UNUSED LUMINAIRE MOUNT WITH METAL PLATE.

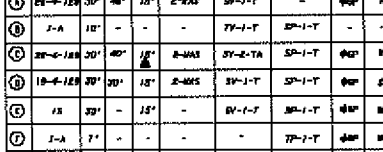

SIGN DETAILS
NOT TO SCALE

OPTICAL DETECTOR ASSEMBLY
NOT TO SCALE

CONDUCTOR SCHEDULE

WIRE SIZE OR CABLE TYPE	POLE OR CIRCUIT		3"	3"	3"	3"	3"	3"	3"	3"	3"
12 CONDUCTOR 3 CONDUCTOR	POLE - A										
		B									
		C									
		D									
		E									
		F									
		G									
	TOTAL		1	1	1	1	1	1	1	1	-
#12	1-1, 1, 1, 1		-	2	2	2	-	-	-	2	-
	P.E.C.		-	-	-	-	-	-	-	2	-
	TOTAL		-	2	2	2	-	-	2	4	-
#10	LUMINAIRES		2	2	2	2	-	2	-	2	-
	FLASHING BEACON		-	-	-	-	-	-	-	-	-
	TOTAL		2	2	2	2	-	2	-	2	-
#6	SIGNAL SERVICE		-	-	-	-	-	-	-	-	-
DLC (TYPE "B")	#4		-	-	2	2	-	-	-	2	2
	#6		5	5	5	5	-	-	-	5	5
	#2		-	-	4	4	-	-	-	4	4
	#0		-	-	-	-	-	3	-	3	3
	TOTAL		5	5	11	11	-	3	-	14	14
3M OPTICOM CABLE #138			-	1	1	2	-	-	-	3	3
PERCENT FILL			12	22	28	24	6	10	12	24	23

SENSOR TABLE

SENSOR UNIT	CHANNEL	DETECTOR	OPERATION	NO.
#1	1	6JEU	COUNT & EXT.	1
	2	6JFL	CALL	2
#2	1	6JSU	COUNT & EXT.	3
	2	6JSL	CALL	4
#3	1	6J4U	CALL IF1	5
	-	-	-	6
#4	1	43EU	COUNT & EXT.	7
	2	43EL	CALL	8
#5	1	TJEL	COUNT & EXT.	9
	2	TJSL	CALL	10
#6	1	TJSU	COUNT & EXT. IF1	11
	-	-	-	12
#7	1	8JSU	COUNT & EXT.	13
	2	8JSL	CALL	14
#8	1	8J8U	CALL	15
	2	8J7L	CALL	16

(F1 FUTURE)

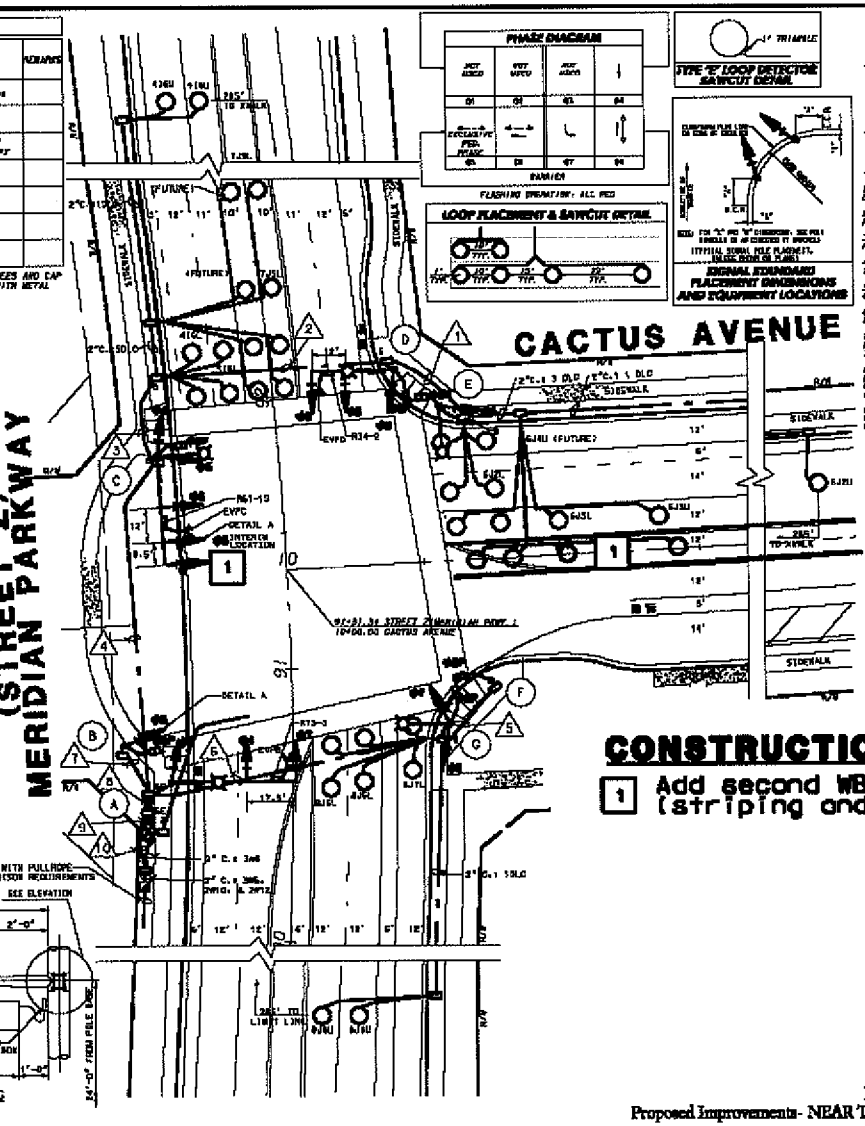

WORK TO BE DONE

CONSTRUCT TRAFFIC SIGNALS AND INTERSECTION SAFETY LIGHTING SYSTEMS AS SHOWN AND NOTED.

STANDARD SPECIFICATIONS

1. CALIFORNIA DEPARTMENT OF TRANSPORTATION, "MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES".
2. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS (JULY 2002).

STANDARD DRAWINGS

1. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION STANDARD PLANS (JULY 2002).

GENERAL NOTES

1. ALL PULL BOXES SHALL BE #5 UNLESS OTHERWISE INDICATED OR APPROVED BY THE ENGINEER. MAXIMUM SPACING SHALL BE 300'.
2. ALL SPARE CONDUCTORS SHALL BE CONTINUOUS, WITH 5' OF SLACK IN EACH PULL BOX.
3. DETECTOR LOOP CORE TERMINATIONS SHALL BE TYPE "A" PER STANDARD PLAN ES-5D.
4. A MINIMUM OF 2 FEET OF CLEARANCE SHALL BE MAINTAINED BETWEEN TELEPHONE CONDUIT AND ELECTRICAL CONDUITS.
5. A MINIMUM OF 15 FEET OF CLEARANCE SHALL BE MAINTAINED BETWEEN THE CONTROLLER CABINET AND THE SERVICE EQUIPMENT ENCLOSURE.
4. ALL PULL BOXES IN UNIMPROVED AREAS SHALL BE TRAFFIC BEARING. UNIMPROVED AREAS ARE DEFINED AS LOCATIONS NOT PROTECTED BY CURB AND GUTTER.
7. OBTAIN APPROVAL FOR EXACT EQUIPMENT LOCATIONS PRIOR TO FINAL PLACEMENT. STRUCTURE LAYOUT (CAST-TRACKING) SHALL BE APPROVED PRIOR TO LOOP DETECTOR INSTALLATION.
8. ALL DETECTOR LOOPS SHALL BE BOXED (6' SIX 1 WITH 10' MINIMUM SPACING BETWEEN LOOPS IN THE DIRECTION OF TRAVEL AND CENTERED IN THE LANE UNLESS OTHERWISE INDICATED. INSTALL DETECTOR LOOPS 1' BEHIND LIMIT LINE OR CROSSWALK UNLESS OTHERWISE INDICATED.
9. TEASER MOUNTS SHALL BE PROVIDED WHERE FUTURE TRAFFIC SIGNAL HEADS WILL BE LOCATED. THESE UNUSED TERMINALS SHALL BE COVERED IN A WATER PROOF CONDUIT AND REMOVABLE BARRIER.

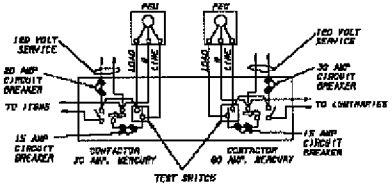

DUAL TYPE V PEC WIRING DIAGRAM

CONSTRUCTION NOTES

1. Add second WB left turn lane (striping and signal modification).

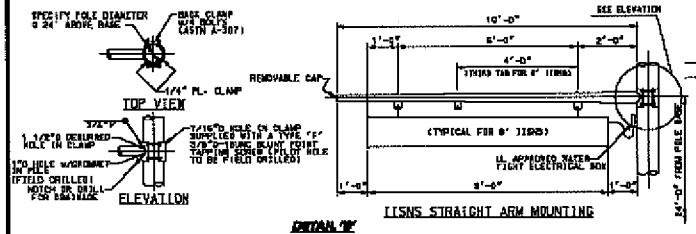

DETAIL "B"
NOT TO SCALE

INTERSECTION 12
Proposed Improvements - NEAR TERM CUMULATIVE (Meridian Pkwy. & Cactus Ave.)

BENCH MARK I
NAIL w/ DISC TOP AT THE SOUTHEAST CORNER OF PARKING LOT LOCATED SOUTHEAST OF THE BONED BLDG., AND EASTERLY OF HARBOR DRIVE.
CITY NGVD 1929 DATUM
ELEVATION= 1548.41

March Joint Powers Authority
APPROVED BY: DATE

Kimley-Horn and Associates, Inc.
Transportation Planning and Environmental Consultants
17 Fourth Avenue - Suite 101 - San Diego, CA - 92101
Tel: (619) 234-9411 Fax: (619) 234-9412
PREPARED BY:
JOE M. COLLINS P.E. No. 62005 DATE

March Joint Powers Authority
UNIT 1 TRAFFIC SIGNAL PLAN
MARCH BUSINESS CENTER
TRACT NO. 23853-UNIT 1

SHEET NO. 24 of 25 SHEETS
PROJECT NO. 01-009

MV00210008

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 **Date:** 22-Dec-09

FOR THE CONSTRUCTION OF :

MERIDIAN SPA NEAR TERM CUMULATIVE

INT #12 MERIDIAN PARKWAY & CACTUS AVENUE- NEAR TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	$ 5,000.00	1	$ 5,000.00
2	SIGNAL MODIFICATION	LS	$ 15,000.00	1	$ 15,000.00
SWPPP	STORMWATER MANAGEMENT @ 3%				$ 1,000.00
TC	TRAFFIC CONTROL @ 8%				$ 1,600.00
MOB	MOBILIZATION @ 5%				$ 2,000.00
Subtotal Construction Cost					$24,600
Contingency		25%			$6,150
Design, Administration and Construction Management		24%			$5,904
TOTAL					**$37,000**

Notes/Assumptions

Widening: none required
Signal Mod: modification to add loops and modify signal heads for the westbound direction
Signing/Striping: modification to the westbound signing and striping to add a dual left-turn lane
Right-of-Way: none required

MV00210009

POLE AND EQUIPMENT SCHEDULE

POLE	STANDARD TYPE	HGT.	MAST ARM STYL.	MAST ARM LENG.	VEH SIG HTR MAST ARM	VEH SIG HTR POLE	PED SIGNAL HTR.	APS - #	APS - ANGL	POLE LOC. A	POLE LOC. B	APS KW.	STD. SHAFT ITEMS LEGEND	REMARKS
A	24-4-12B	30'	40'	15'	2-MAS	SV-1-T	-	4SP	#	STA. 90+59 44'+ OFF C/L		200 W	Cactus Avenue	
B	7-A	30'	-	-	-	TV-1-T	SP-1-T	-	-	STA. 90+72 45'+ OFF C/L		-	-	
C	24-4-12B	30'	40'	15'	2-MAS	SV-2-TA	SP-1-T	4SP	#	STA. 91+79 44'+ OFF C/L		200 W	(Street 2) Meridian Pkwy	
D	18-4-12B	30'	30'	15'	2-MAS	SV-1-T	SP-1-T	4SP	S	12'	4'	200 W	Cactus Ave	
E	15	30'	-	15'	-	SV-1-T	SP-1-T	4SP	W	12'	4'	200 W	-	
F	1-A	7'	-	-	-	-	TP-1-T	4SP	W	12'	4'	-	-	
G	15	30'	-	15'	-	SV-2-TB	SP-1-T	4SP	#	12'	4'	200 W	-	

* PED PUSH BUTTONS SHALL MEET OR EXCEED ALL ADA ACCESSIBILITY GUIDELINES.

● ROTATE LUMINAIRE 90 DEGREES AND CAP UNUSED LUMINAIRE MOUNT WITH METAL PLATE.

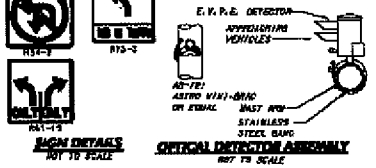

SIGN DETAILS
NOT TO SCALE

OPTICAL DETECTOR ASSEMBLY
NOT TO SCALE

CONDUCTOR SCHEDULE

AND SIZE OR CABLE TYPE	POLE OR CIRCUIT	A	B	C	D	E	F	G	H	I	J
12 CONDUCTOR 3 CONDUCTOR	POLE - A										
	B										
	C										
	D										
	E										
	F										
	G										
	TOTAL	1	1	1	1	1	1	1	1	1	-
#12	1-1, 1-2, 1-3	-	2	2	2	-	-	-	2	-	2
	P.E.C.	-	-	-	-	-	-	-	2	-	-
	TOTAL	-	2	2	2	-	-	2	4	-	2
#10	LUMINAIRES	2	2	2	2	-	2	-	2	-	2
	FLASHING BEACON	-	-	-	-	-	-	-	-	-	-
	TOTAL	2	2	2	2	-	2	-	2	-	2
#8	SIGNAL SERVICE	-	-	-	-	-	-	-	-	-	-
DLC TYPE "B"	04	-	-	3	3	-	-	-	3	3	-
	06	5	5	6	3	-	-	-	3	5	-
	07	-	-	4	4	-	-	-	4	4	-
	08	-	-	-	-	-	3	-	3	3	-
	TOTAL	6	6	13	11	-	3	-	14	14	-
96 OPTICOM CABLE #12B		-	1	1	2	-	-	-	3	3	-
PERCENT FULL		12	22	26	24	6	10	12	32	32	2

SENSOR TABLE

SENSOR UNIT	CHANNEL	DETECTOR	OPERATION	NO.
#1	1	6J5U	COUNT & EXT.	1
	2	6J5L	CALL	2
#2	1	6J3U	COUNT & EXT.	3
	2	6J3L	CALL	4
#3	1	6J4U	CALL IF1	5
	-	-	-	6
#4	1	4J6U	COUNT & EXT.	7
	2	4J6L	CALL	8
#5	1	TJ5L	COUNT & EXT.	9
	2	TJ5L	CALL	10
#6	1	TJ5U	COUNT & EXT. IF1	11
	-	-	-	12
#7	1	6J6U	COUNT & EXT.	13
	2	6J6L	CALL	14
#8	1	6J8U	CALL	15
	2	6J7L	CALL	16

(F1 FUTURE

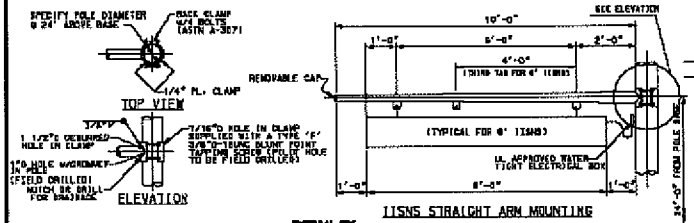

DETAIL "B"
NOT TO SCALE

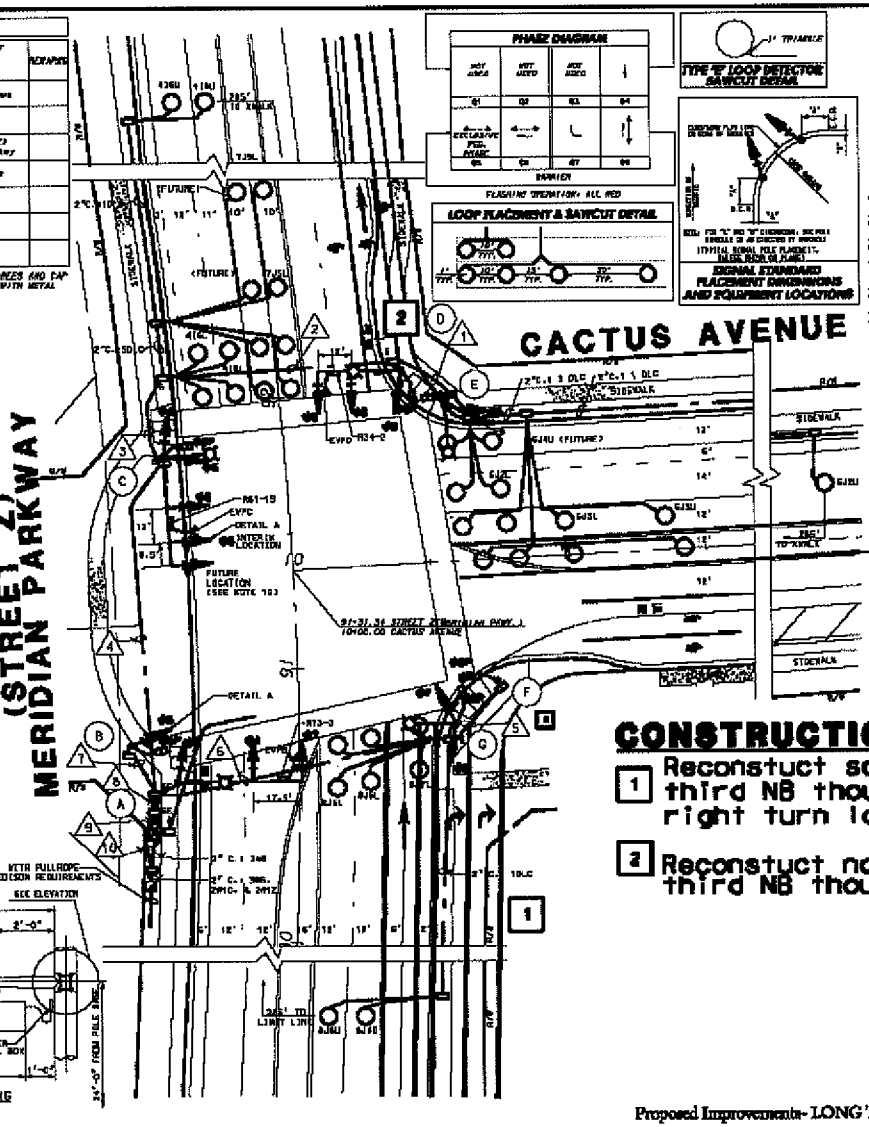

WORK TO BE DONE

CONSTRUCT TRAFFIC SIGNALS AND INTERSECTION SAFETY LIGHTING SYSTEMS AS SHOWN AND NOTED.

STANDARD SPECIFICATIONS

1. CALIFORNIA DEPARTMENT OF TRANSPORTATION, "MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES".
2. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS (JULY 2002).

STANDARD DRAWINGS

1. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION STANDARD PLANS (JULY 2002).

GENERAL NOTES

1. ALL PULL BOXES SHALL BE #6 UNLESS OTHERWISE INDICATED OR APPROVED BY THE ENGINEER. MINIMUM SPACING SHALL BE 500'.
2. ALL SPARE CONDUCTORS SHALL BE CONTINUOUS, WITH 6" OF SLACK IN EACH PULL BOX.
3. DETECTOR LOOP CORE TERMINATIONS SHALL BE TYPE "A" PER STANDARD PLAN ES-5A.
4. A MINIMUM OF 2 FEET OF CLEARANCE SHALL BE MAINTAINED BETWEEN TELEPHONE CONDUITS AND ELECTRICAL CONDUITS.
5. A MINIMUM OF 15 FEET OF CLEARANCE SHALL BE MAINTAINED BETWEEN THE CONTROLLER CABINET AND THE SERVICE EQUIPMENT ENCLOSURE.
6. ALL PULL BOXES IN UNIMPROVED AREAS SHALL BE TRAFFIC BEARING. UNIMPROVED AREAS ARE DEFINED AS LOCATIONS NOT PROTECTED BY CURB AND GUTTER.
7. OBTAIN APPROVAL FOR EXACT EQUIPMENT LOCATIONS PRIOR TO FINAL PLACEMENT. STRUCTURE LAYOUT (CAP-TRACKING) SHALL BE APPROVED PRIOR TO LOOP DETECTOR INSTALLATION.
8. ALL DETECTOR LOOPS SHALL BE SQUARE 6' DIA. WITH 10' MINIMUM SPACING BETWEEN LOOPS IN THE DIRECTION OF TRAVEL AND CENTERED IN THE LANE UNLESS OTHERWISE INDICATED. INSTALL DETECTOR LOOPS 4' BEHIND LIMIT LINE OR CROSSWALK UNLESS OTHERWISE INDICATED.
9. TCADD MOUNTS SHALL BE PROVIDED WHERE FUTURE TRAFFIC SIGNAL HEADS WILL BE LOCATED. THESE UNUSED TERMINALS SHALL BE COVERED IN A WATER PROOF CONDUIT AND REMOVABLE MARKER.

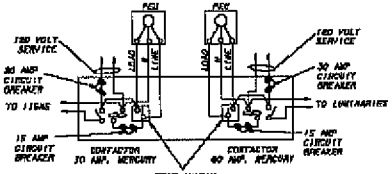

DUAL TYPE V PEC WIRING DIAGRAM

CONSTRUCTION NOTES

1. Reconstuct southeast corner to provide third NB though lane and second WB right turn lane.
2. Reconstuct northeast corner to provide third NB though lane.

INTERSECTION 12
Proposed Improvements- LONG TERM CUMULATIVE (Meridian Pkwy. & Cactus Ave.)

BENCH MARK: NAIL IN BOLT THE 45' THE SOUTHEAST CORNER OF PARKING LOT LYING NORTHERLY OF VAN BUREN BLVD., AND EASTERLY OF HOWARD ROAD. ZONE: NGVD 29 ELEVATION: 1516.66

March Joint Powers Authority

Kimley-Horn and Associates, Inc.
Engineering, Planning and Environmental Consultants
27 Fourth Avenue - Suite 201 - San Diego, CA - 92101
Tel: 619/234-9481 Fax: 619/234-9413
PREPARED BY:
JOE M. COLLINS R.C.E. 42890 DATE

March Joint Powers Authority
UNIT 1 TRAFFIC SIGNAL PLAN
MARCH BUSINESS CENTER
TRACT NO. 30857-UNIT 1

SHEET NO. 24 OF 25 SHEETS

FILE NO. 01-009

MV00210010

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 **Date:** 22-Dec-09

FOR THE CONSTRUCTION OF :

MERIDIAN SPA LONG TERM CUMULATIVE

INT #12 MERIDIAN PARKWAY & CACTUS AVENUE- LONG TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	$ 20,000.00	1	$ 20,000.00
2	SIGNAL MODIFICATION	LS	$ 100,000.00	1	$ 100,000.00
3	CLEARING AND GRUBBING	SF	$ 0.10	30000	$ 3,000.00
4	REMOVE CONCRETE (SIDEWALK)	SF	$ 2.80	13200	$ 36,960.00
5	ASPHALT CONCRETE	TON	$ 90.00	1125	$ 101,250.00
6	CEMENT TREATED BASE	CY	$ 70.00	741	$ 51,870.00
7	MINOR CONCRETE, CURB AND GUTTER	LF	$ 15.00	2000	$ 30,000.00
8	MINOR CONCRETE, SIDEWALK	SF	$ 5.00	12000	$ 60,000.00
9	MINOR CONCRETE, CURB RAMP	EA	$ 2,500.00	2	$ 5,000.00
10	MINOR UTILITY ADJUSTMENT	LS	$ 10,000.00	1	$ 10,000.00
11	DRAINAGE IMPROVEMENTS	LS	$ 10,000.00	1	$ 10,000.00
12	GRADING	CY	$ 20.00	1296	$ 25,920.00
13	LANDSCAPING	LS	$ 10,000.00	1	$ 10,000.00
SWPPP	STORMWATER MANAGEMENT @ 3%				$ 13,600.00
TC	TRAFFIC CONTROL @ 8%				$ 36,300.00
MOB	MOBILIZATION @ 5%				$ 22,700.00
ROW	RIGHT OF WAY	SF	$ 15.00	6000	$ 90,000.00
Subtotal Construction Cost					$626,600
Contingency		25%			$156,650
Design, Administration and Construction Management		24%			$150,384
TOTAL					**$934,000**

Notes/Assumptions

Widening: widening of southeast and northeast corners required for installation of third northbound through lane and second northbound right turn lane

Signal Mod: relocate/replace traffic signal equipment on NWC and SWC

Signing/Striping: restriping and signing required for south leg approach and north and east leg departure lanes

Right-of-Way: additional right-of-way assumed to be required for installation of additional northbound through lane, ROW costs are an estimate and may be higher

MV00210011

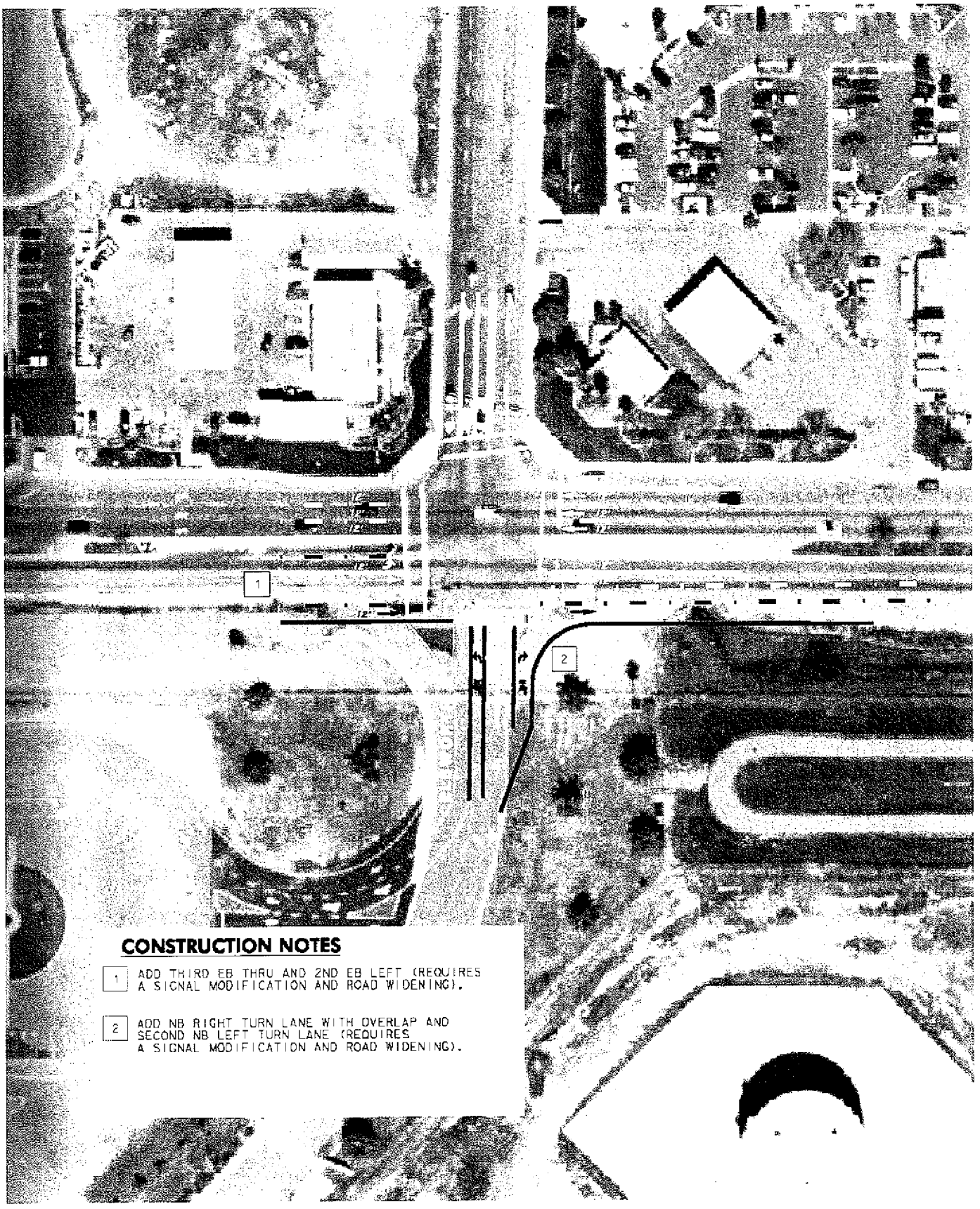

CONSTRUCTION NOTES

1. ADD THIRD EB THRU AND 2ND EB LEFT (REQUIRES A SIGNAL MODIFICATION AND ROAD WIDENING).

2. ADD NB RIGHT TURN LANE WITH OVERLAP AND SECOND NB LEFT TURN LANE (REQUIRES A SIGNAL MODIFICATION AND ROAD WIDENING).

N.T.S.

Kimley-Horn and Associates, Inc.

INTERSECTION 15

Proposed Improvements- NEAR TERM CUMULATIVE (Cactus Ave. & Elsworth St.)

PLOTTED : 12/21/2005

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 **Date:** 22-Dec-09

FOR THE CONSTRUCTION OF :

MERIDIAN SPA NEAR TERM CUMULATIVE

INT #15 CACTUS AVENUE & ELSWORTH STREET - NEAR TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	$ 25,000.00	1	$ 25,000.00
2	SIGNAL MODIFICATION	LS	$ 150,000.00	1	$ 150,000.00
3	CLEARING AND GRUBBING	SF	$ 0.10	36900	$ 3,690.00
4	ASPHALT CONCRETE	TON	$ 90.00	1230	$ 110,700.00
5	CEMENT TREATED BASE	CY	$ 70.00	911	$ 63,770.00
6	MINOR CONCRETE, CURB AND GUTTER	LF	$ 15.00	2250	$ 33,750.00
7	MINOR CONCRETE, SIDEWALK	SF	$ 5.00	13500	$ 67,500.00
8	MINOR CONCRETE, CURB RAMP	EA	$ 2,500.00	2	$ 5,000.00
9	MINOR UTILITY ADJUSTMENT	LS	$ 20,000.00	1	$ 20,000.00
10	DRAINAGE IMPROVEMENTS	LS	$ 40,000.00	1	$ 40,000.00
11	GRADING	CY	$ 20.00	1594	$ 31,880.00
SWPPP	STORMWATER MANAGEMENT @ 3%				$ 16,500.00
TC	TRAFFIC CONTROL @ 8%				$ 44,100.00
MOB	MOBILIZATION @ 5%				$ 27,600.00
Subtotal Construction Cost					$639,490
Contingency		25%			$159,873
Design, Administration and Construction Management		24%			$153,478
TOTAL					**$953,000**

Notes/Assumptions

Widening: widening of south leg required for additional left and right turn lanes; widening on southside of Cactus for additional eastbound lane
Signal Mod: relocate/replace traffic signal equipment on SWC and SEC; modify traffic signal heads on NEC
Signing/Striping: restriping and signing required for south and west leg approaches and east leg departure lanes
Right-of-Way: not required, assumed to be dedicated by others

MV00210013

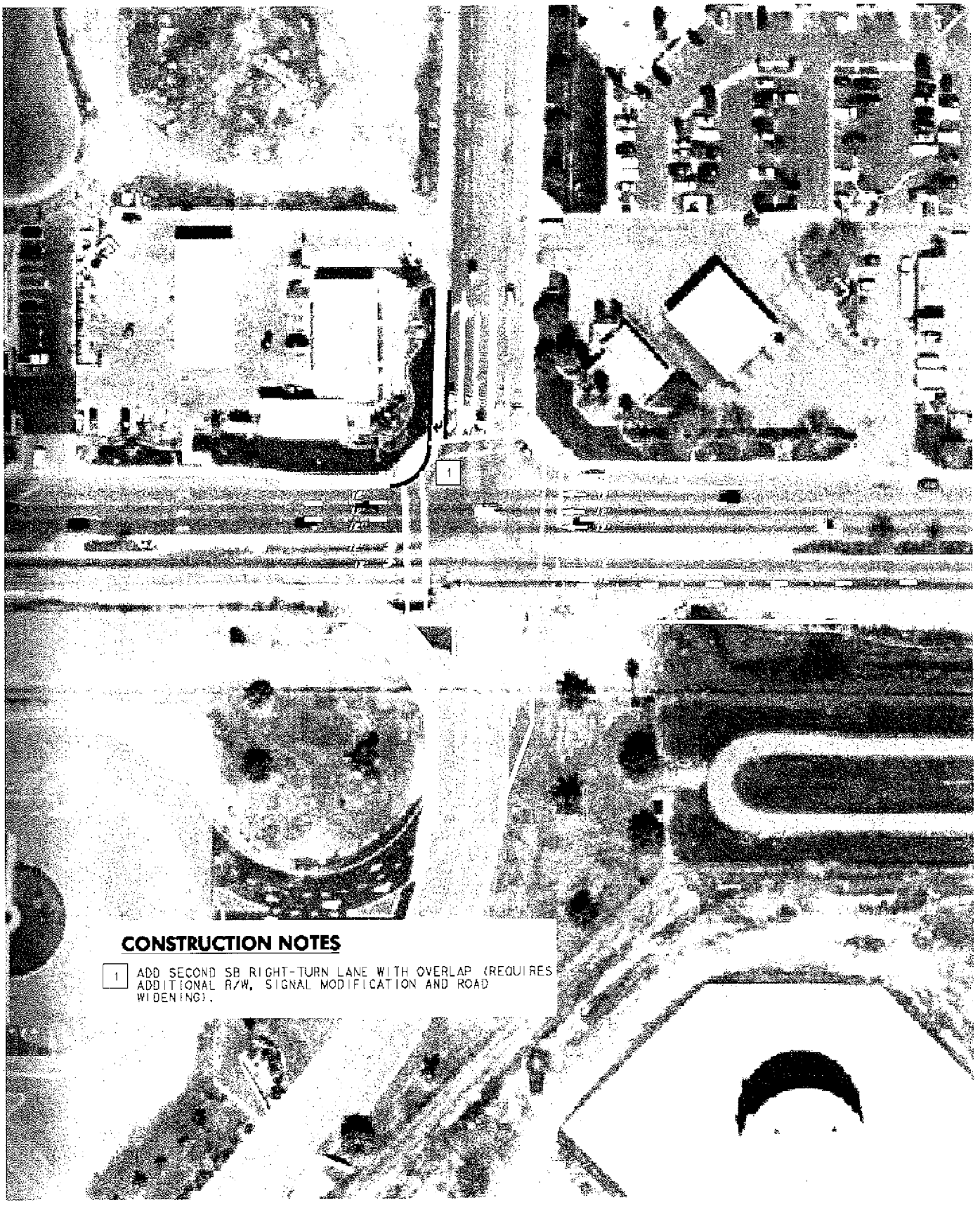

CONSTRUCTION NOTES

1 ADD SECOND SB RIGHT-TURN LANE WITH OVERLAP (REQUIRES ADDITIONAL R/W, SIGNAL MODIFICATION AND ROAD WIDENING).

N.T.S.

Kimley-Horn and Associates, Inc.

INTERSECTION 15

Proposed Improvements- LONG TERM CUMULATIVE (Cactus Ave. & Elsworth St.)

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 **Date:** 22-Dec-09

FOR THE CONSTRUCTION OF :

MERIDIAN SPA LONG TERM CUMULATIVE

INT #15 CACTUS AVENUE & ELSWORTH STREET - LONG TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	$ 5,000.00	1	$ 5,000.00
2	SIGNAL MODIFICATION	LS	$ 50,000.00	1	$ 50,000.00
3	CLEARING AND GRUBBING	SF	$ 0.10	3600	$ 360.00
4	REMOVE CONCRETE (SIDEWALK)	SF	$ 2.80	2100	$ 5,880.00
5	ASPHALT CONCRETE	TON	$ 90.00	135	$ 12,150.00
6	CEMENT TREATED BASE	CY	$ 70.00	89	$ 6,230.00
7	MINOR CONCRETE, CURB AND GUTTER	LF	$ 15.00	350	$ 5,250.00
8	MINOR CONCRETE, SIDEWALK	SF	$ 5.00	2100	$ 10,500.00
9	MINOR CONCRETE, CURB RAMP	EA	$ 2,500.00	1	$ 2,500.00
10	MINOR UTILITY ADJUSTMENT	LS	$ 5,000.00	1	$ 5,000.00
11	DRAINAGE IMPROVEMENTS	LS	$ 10,000.00	1	$ 10,000.00
12	GRADING	CY	$ 20.00	156	$ 3,120.00
SWPPP	STORMWATER MANAGEMENT @ 3%				$ 3,500.00
TC	TRAFFIC CONTROL @ 8%				$ 9,300.00
MOB	MOBILIZATION @ 5%				$ 5,800.00
ROW	RIGHT OF WAY	SF	$ 15.00	3600	$ 54,000.00
Subtotal Construction Cost					$188,590
Contingency		25%			$47,148
Design, Administration and Construction Management		24%			$45,262
TOTAL					**$281,000**

Notes/Assumptions

Widening: widening of north leg required for southbound right turn lane

Signal Mod: replace/relocate signal equipment on NWC

Signing/Striping: additionqal striping and signing required for southbound dual right turn lanes

Right-of-Way: obtain right-of-way for construction of southbound right turn lane, ROW costs are an estimate and may be higher

MV00210015

CONSTRUCTION NOTES

1. IMPROVEMENTS BY TUMF.
2. IMPROVEMENTS BY TUMF.
3. ADD SECOND NB THRU LANE (REQUIRES ADDITIONAL R/W, WIDENING ALONG EAST SIDE OF WOOD RD., AND SIGNAL MODIFICATION).
4. ADD SECOND EB LEFT TURN LANE.

N.T.S.

Kimley-Horn and Associates, Inc.

INTERSECTION 21

Proposed Improvements- NEAR TERM CUMULATIVE (Van Buren Blvd. & Wood Rd.)

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 **Date:** 31-Mar-10

FOR THE CONSTRUCTION OF :

MERIDIAN SPA NEAR TERM CUMULATIVE

INT #21 VAN BUREN BOULEVARD & WOOD ROAD - NEAR TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	$ 10,000.00	1	$ 10,000.00
2	SIGNAL MODIFICATION	LS	$ 100,000.00	1	$ 100,000.00
3	CLEARING AND GRUBBING	SF	$ 0.10	12000	$ 1,200.00
4	REMOVE CONCRETE (SIDEWALK)	SF	$ 2.80	6000	$ 16,800.00
5	ASPHALT CONCRETE	TON	$ 90.00	450	$ 40,500.00
6	CEMENT TREATED BASE	CY	$ 70.00	296	$ 20,720.00
7	MINOR CONCRETE, CURB AND GUTTER	LF	$ 15.00	1000	$ 15,000.00
8	MINOR CONCRETE, SIDEWALK	SF	$ 5.00	6000	$ 30,000.00
9	MINOR CONCRETE, CURB RAMP	EA	$ 2,500.00	2	$ 5,000.00
10	MINOR UTILITY ADJUSTMENT	LS	$ 10,000.00	1	$ 10,000.00
11	DRAINAGE IMPROVEMENTS	LS	$ 20,000.00	1	$ 20,000.00
12	GRADING	CY	$ 20.00	519	$ 10,380.00
13	LANDSCAPING	LS	$ 10,000.00	1	$ 10,000.00
SWPPP	STORMWATER MANAGEMENT @ 3%				$ 8,400.00
TC	TRAFFIC CONTROL @ 8%				$ 22,400.00
MOB	MOBILIZATION @ 5%				$ 14,000.00
ROW	RIGHT OF WAY	SF	$ 15.00	12000	$ 180,000.00
Subtotal Construction Cost					$514,400
Contingency			25%		$128,600
Design, Administration and Construction Management			24%		$123,456
TOTAL					**$766,000**

Notes/Assumptions

Widening: widening of two legs of the intersection is anticipated to be required
Signal Mod: replace/relocate traffic signal equipment on the east side of the intersection
Signing/Striping: minor modifications to signing and makring for north, south, and west legs
Right-of-Way: obtain right-of-way for widening, ROW costs are an estimate and may be higher

MV00210017

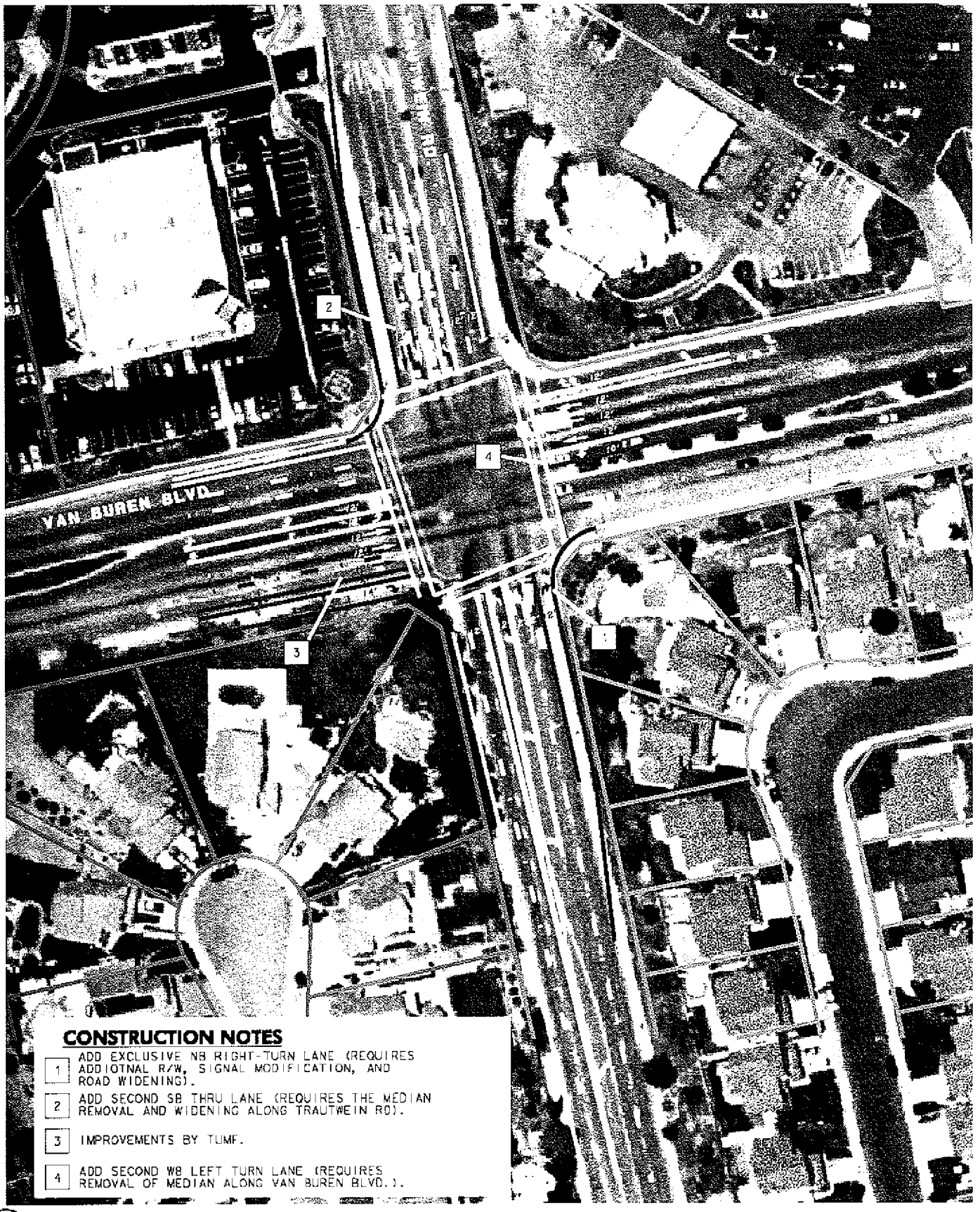

CONSTRUCTION NOTES

1. ADD EXCLUSIVE NB RIGHT-TURN LANE (REQUIRES ADDIOTNAL R/W, SIGNAL MODIFICATION, AND ROAD WIDENING).
2. ADD SECOND SB THRU LANE (REQUIRES THE MEDIAN REMOVAL AND WIDENING ALONG TRAUTWEIN RD).
3. IMPROVEMENTS BY TUMF.
4. ADD SECOND WB LEFT TURN LANE (REQUIRES REMOVAL OF MEDIAN ALONG VAN BUREN BLVD.).

N.T.S.

Kimley-Horn and Associates, Inc.

INTERSECTION 22

Proposed Improvements- NEAR TERM CUMULATIVE (Van Buren Blvd. & Trautwein Rd.)

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 **Date:** 31-Mar-10

FOR THE CONSTRUCTION OF :

MERIDIAN SPA YEAR NEAR TERM CUMULATIVE

INT #22 VAN BUREN BOULEVARD & TRAUTWEIN ROAD - NEAR TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	$ 15,000.00	1	$ 15,000.00
2	SIGNAL MODIFICATION	LS	$ 150,000.00	1	$ 150,000.00
3	CLEARING AND GRUBBING	SF	$ 0.10	8400	$ 840.00
4	REMOVE CONCRETE (SIDEWALK)	SF	$ 2.80	4200	$ 11,760.00
5	ASPHALT CONCRETE	TON	$ 90.00	315	$ 28,350.00
6	CEMENT TREATED BASE	CY	$ 70.00	207	$ 14,490.00
7	MINOR CONCRETE, CURB AND GUTTER	LF	$ 15.00	700	$ 10,500.00
8	MINOR CONCRETE, SIDEWALK	SF	$ 5.00	4200	$ 21,000.00
9	MINOR CONCRETE, CURB RAMP	EA	$ 2,500.00	3	$ 7,500.00
10	MINOR UTILITY ADJUSTMENT	LS	$ 50,000.00	1	$ 50,000.00
11	DRAINAGE IMPROVEMENTS	LS	$ 40,000.00	1	$ 40,000.00
12	GRADING	CY	$ 20.00	363	$ 7,260.00
13	LANDSCAPING	LS	$ 10,000.00	1	$ 10,000.00
SWPPP	STORMWATER MANAGEMENT @ 3%				$ 10,700.00
TC	TRAFFIC CONTROL @ 8%				$ 28,500.00
MOB	MOBILIZATION @ 5%				$ 17,800.00
ROW	RIGHT OF WAY	SF	$ 15.00	2100	$ 31,500.00
Subtotal Construction Cost					$455,200
Contingency		25%			$113,800
Design, Administration and Construction Management		24%			$109,248
TOTAL					**$678,000**

Notes/Assumptions

Widening: widening of two legs of the intersection is anticipated to be required and removal of median on east side

Signal Mod: replace/relocate traffic signal equipment on northwest and southeast corners of the intersection

Signing/Striping: minor signing and striping assumed for three legs of the intersection

Right-of-Way: additional right-of-way assumed to be required for northwest and southeast corner improvements, ROW costs are an estimate and may be higher

MV00210019

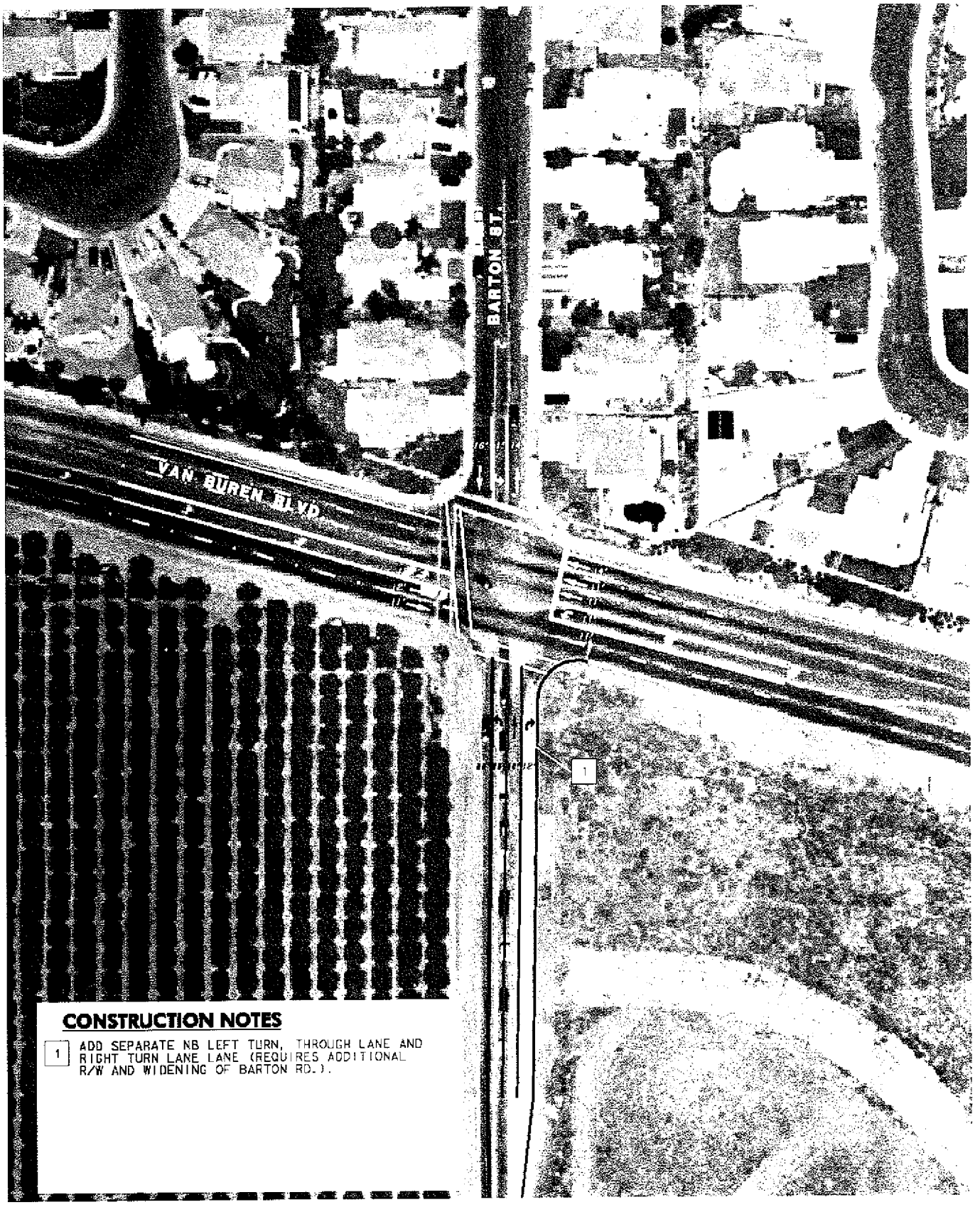

CONSTRUCTION NOTES

1 ADD SEPARATE NB LEFT TURN, THROUGH LANE AND RIGHT TURN LANE LANE (REQUIRES ADDITIONAL R/W AND WIDENING OF BARTON RD.).

N.T.S.

Kimley-Horn and Associates, Inc.

INTERSECTION 23

Proposed Improvements- DIRECT IMPACT (Van Buren Blvd. & Barton St.)

PLOTTED : 3/15/2010 [illegible]

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 **Date:** 16-Mar-10

FOR THE CONSTRUCTION OF :

MERIDIAN SPA DIRECT IMPACT

INT #23 VAN BUREN BOULEVARD & BARTON ROAD - Direct Impact

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	$ 7,500.00	1	$ 7,500.00
2	SIGNAL MODIFICATION	LS	$ 70,000.00	1	$ 70,000.00
3	CLEARING AND GRUBBING	SF	$ 0.10	9000	$ 900.00
4	ASPHALT CONCRETE	TON	$ 90.00	338	$ 30,420.00
5	CEMENT TREATED BASE	CY	$ 70.00	222	$ 15,540.00
6	MINOR CONCRETE, CURB AND GUTTER	LF	$ 15.00	500	$ 7,500.00
7	MINOR CONCRETE, SIDEWALK	SF	$ 5.00	3000	$ 15,000.00
8	MINOR CONCRETE, CURB RAMP	EA	$ 2,500.00	1	$ 2,500.00
9	MINOR UTILITY ADJUSTMENT	LS	$ 10,000.00	1	$ 10,000.00
10	DRAINAGE IMPROVEMENTS	LS	$ 20,000.00	1	$ 20,000.00
11	GRADING	CY	$ 20.00	389	$ 7,780.00
SWPPP	STORMWATER MANAGEMENT @ 3%				$ 5,600.00
TC	TRAFFIC CONTROL @ 8%				$ 15,000.00
MOB	MOBILIZATION @ 5%				$ 9,400.00
ROW	RIGHT OF WAY	SF	$ 15.00	3000	$ 45,000.00
Subtotal Construction Cost					$262,140
Contingency		25%			$65,535
Design, Administration and Construction Management		24%			$62,914
TOTAL					**$391,000**

Notes/Assumptions

Widening: widening is required at the southeast corner of the intersection
Signal Mod: relocate traffic signal equipment on southeast corner of the intersection; modify traffic signal heads on northeast corner
Signing/Striping: minor signing and striping improvements on north and south legs of the intersection
Right-of-Way: acquire right-of-way for widening of south leg, ROW costs as an estimate and may be higher
Other: major utility relocation assumed to be by others

MV00210021

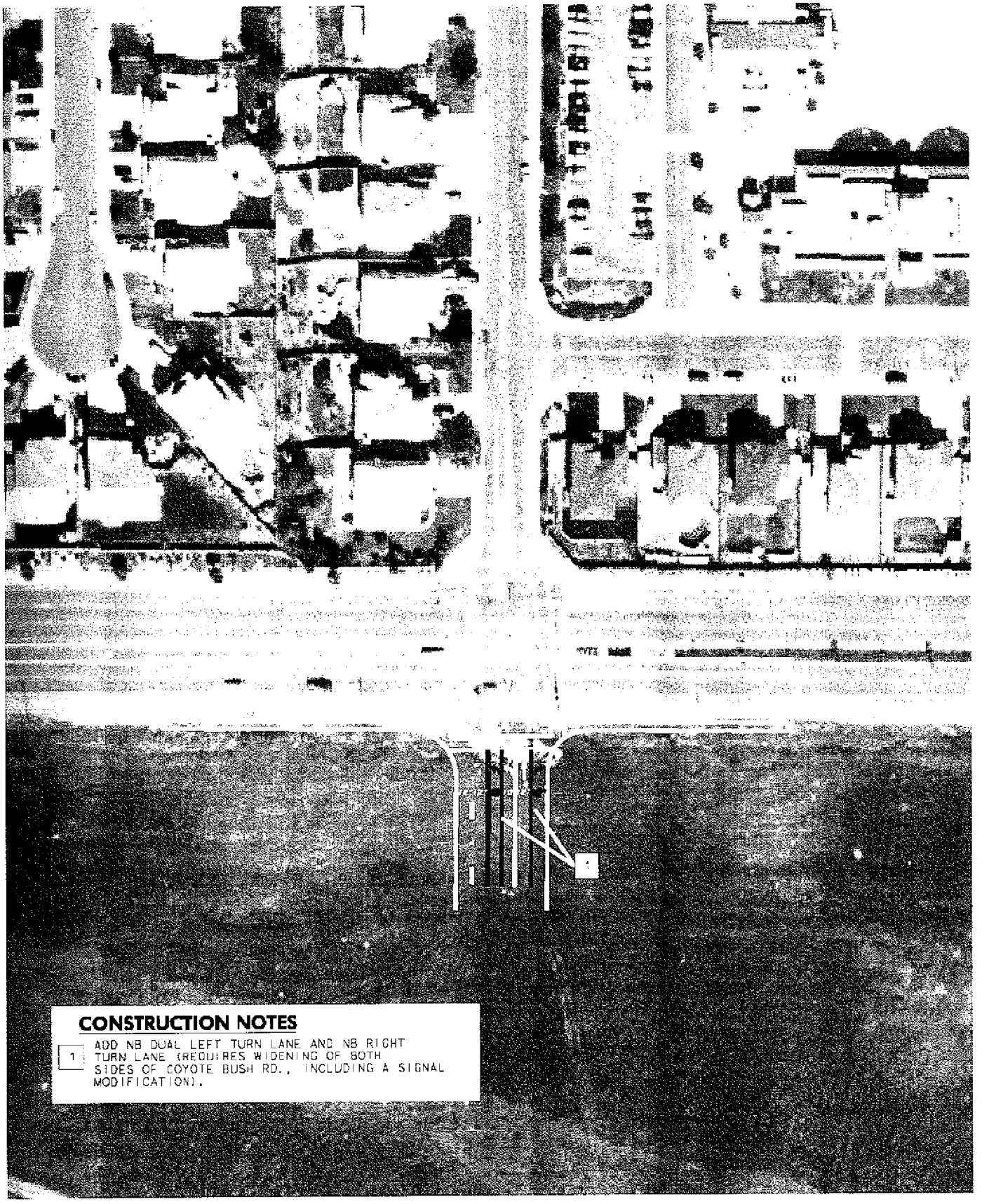

CONSTRUCTION NOTES

1 ADD NB DUAL LEFT TURN LANE AND NB RIGHT TURN LANE (REQUIRES WIDENING OF BOTH SIDES OF COYOTE BUSH RD., INCLUDING A SIGNAL MODIFICATION).

N.T.S.

Kimley-Horn and Associates, Inc.

INTERSECTION 24

Proposed Improvements- NEAR TERM CUMULATIVE (Van Buren Blvd. & Coyote Bush Road)

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 **Date:** 22-Dec-09

FOR THE CONSTRUCTION OF :

MERIDIAN SPA NEAR TERM CUMULATIVE

INT #24 VAN BUREN BOULEVARD & COYOTE BUSH ROAD - NEAR TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	$ 10,000.00	1	$ 10,000.00
2	SIGNAL MODIFICATION	LS	$ 100,000.00	1	$ 100,000.00
3	CLEARING AND GRUBBING	SF	$ 0.10	4400	$ 440.00
4	ASPHALT CONCRETE	TON	$ 90.00	165	$ 14,850.00
5	CEMENT TREATED BASE	CY	$ 70.00	109	$ 7,630.00
6	MINOR CONCRETE, CURB AND GUTTER	LF	$ 15.00	500	$ 7,500.00
7	MINOR CONCRETE, SIDEWALK	SF	$ 5.00	3000	$ 15,000.00
8	MINOR CONCRETE, CURB RAMP	EA	$ 2,500.00	2	$ 5,000.00
9	MINOR UTILITY ADJUSTMENT	LS	$ 5,000.00	1	$ 5,000.00
10	DRAINAGE IMPROVEMENTS	LS	$ 20,000.00	1	$ 20,000.00
11	GRADING	CY	$ 20.00	190	$ 3,800.00
SWPPP	STORMWATER MANAGEMENT @ 3%				$ 5,700.00
TC	TRAFFIC CONTROL @ 8%				$ 15,100.00
MOB	MOBILIZATION @ 5%				$ 9,500.00
Subtotal Construction Cost					$219,520
Contingency			25%		$54,880
Design, Administration and Construction Management			24%		$52,685
TOTAL					**$327,000**

Notes/Assumptions

Widening: assumes symmetrical widening of the south leg for construction of the additional northbound lanes

Signal Mod: relocate/replace traffic signal equipment on southwest and southeast corners of the intersection, modify signal heads on northeast corner

Signing/Striping: replace striping and signing on south leg of the intersection

Right-of-Way: not anticipated to be required, right-of-way assumed to be dedicated upon construction of south leg of the intersection

MV00210023

CONSTRUCTION NOTES

1. ADD NB RIGHT TURN OVERLAP (SIGNAL MODIFICATION AND STRIPING).

N.T.S.

Kimley-Horn and Associates, Inc.

INTERSECTION 26

Proposed Improvements- NEAR TERM CUMULATIVE (Van Buren Blvd. & Village West Dr.)

PLOTTED: 8/22/2009

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 **Date:** 22-Dec-09

FOR THE CONSTRUCTION OF :

MERIDIAN SPA NEAR TERM CUMULATIVE

INT #26 VAN BUREN BOULEVARD & VILLAGE WEST DRIVE - NEAR TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	$ 5,000.00	1	$ 5,000.00
2	SIGNAL MODIFICATION	LS	$ 10,000.00	1	$ 10,000.00
SWPPP	STORMWATER MANAGEMENT @ 3%				$ 1,000.00
TC	TRAFFIC CONTROL @ 8%				$ 1,200.00
MOB	MOBILIZATION @ 5%				$ 2,000.00
Subtotal Construction Cost					$19,200
Contingency		25%			$4,800
Design, Administration and Construction Management		24%			$4,608
TOTAL					$29,000

Notes/Assumptions

Widening: none required
Signal Mod: only anticipate modifications to the northbound traffic signal heads
Signing/Striping: minor signing and striping modifications for northbound approach
Right-of-Way: none required

MV00210025

POLE AND EQUIPMENT SCHEDULE

POLE	TYPE	STANDARD HT.	STANDARD BTM.	STANDARD LOAD	MAST ARM	POLE	PED SIGNAL HTS.	PPB A	QUAD	POLE LOC. X	POLE LOC. Y	MPS LOAD	STD. SHAFT LOAD LEGEND	REMARKS
(A)	1-A	10'	-	-	-	TV-1-T φ4	S2-1-7 φ4T	φ3P	S	11.8'	8.5'	-	-	
(B)	1C	30'	-	15	-	-	-	-	-	14.6'	8.5'	200 W	-	
(C)	1S	30'	-	15	-	SV-2-T φ6, φ8	S2-1-7 φ4T	φ4P	N	11.8'	8.3'	200 W	-	
(D)	1-A	10'	-	-	-	TV-1-T φ5	-	-	-	STA 735+71	7'	-	-	
(E)	M1-5-100	30'	65'	15'	1-MAS φ2	SV-2-T φ6, φ4	-	-	-	STA 735+53	10'	200 W	Opportunity Way	4 5
(F)	M4-4-100	30'	35'	15	1-MAS φ4	SV-2-T φ2, φ4	S2-1-7 φ4T	φ4P	W	STA 734+68	3.3'	200 W	Van Buren	4 5
(G)	PM-5-100	30'	50'	15'	2-MAS φ8	SV-1-T φ5	S2-1-7 φ5P	φ4P	E	11.8'	4'	200 W	Opportunity Way	4 5

* PED PUSH BUTTONS SHALL MEET OR EXCEED ALL ADA ACCESSIBILITY REQUIREMENTS. ** ROTATE 90° COUNTER CLOCKWISE

CONSTRUCTION NOTES

1. CONSTRUCT POE FOUNDATION FOR TYPE 332 CONTROLLER CABINET PER STD PLAN ES-4A.
2. FURNISH AND INSTALL TYPE 170E CONTROLLER IN MODEL 332 ALUMINUM CABINET WIRED FOR 8 PHASE CAPABILITY AND NECESSARY ACCESSORIES TO PROVIDE PHASING SHOWN ON THESE PLANS. CONTROLLER UNIT SHALL BE EQUIPPED WITH ONE MODEL 412C SYSTEM MONITOR MODULE, ONE MODEL 404 MODEM, ONE ISLAND MODEL ET250 SERIAL INTERFACE UNIT AND EVP CARDS. AN EXTERNAL BATTERY BACKUP SYSTEM SHALL BE INSTALLED PER RIVERSIDE COUNTY SPECIFICATIONS OR AS DIRECTED BY THE TRANSPORTATION DEPARTMENT INSPECTOR.
3. INSTALL TYPE III-CP SIGNAL AND LIGHTING SERVICE CABINET PER SD. EA. EDISON REQUIREMENTS AND COUNTY SPECIFICATIONS AND SHALL CONFORM TO THE FOLLOWING
   1. 120 240 V 2 METER SERVICE
   2. CIRCUIT BREAKERS REQUIRED.
      E- 100 AMP 2 POLE (SIGNAL MAIN & LIGHTING MAIN)
      I- 30 AMP (POLE LIGHTING)
      J- 30 AMP (POLE SIGNALS)
      J- 15 AMP (POLE LUMINAIRE PHOTOELECTRIC CONTROL)
   3. TYPE V PHOTOELECTRIC CONTROL CONTACTOR AND TEST SWITCH ASSEMBLY SHALL BE INSTALLED IN THE SERVICE CABINET.
4. INSTALL SINGLE CHANNEL E.V.P.E. DETECTOR UNIT KSN OPTICOM MODEL 101 OR APPROVED EQUAL. CONTRACTOR SHALL FURNISH AND INSTALL E.V.P.E. EQUIPMENT, MOUNTING HARDWARE, CABLE AND ALL OTHER HARDWARE NECESSARY. SEE DETAIL THIS SHEET.
5. INSTALL MAST ARM-MOUNTED OR POLE MOUNTED SIGN PER CALTRANS STANDARD PLAN ES-7H. DETAIL "U". SIGN TYPE AS NOTED ON PLAN.
6. CONNECT TO SERVICE POINT. CONTACT S.C.E. SERVICE PLANNER 48 HOURS BEFORE BEGINNING WORK.
7. INSTALL 2" SIGNAL INTERCONNECT CONDUIT WITH 6 PAIR OF #22 INTERCONNECT CABLE TO MERIDIAN PARKWAY AND VAN BUREN BOULEVARD SIGNAL PER RIVERSIDE COUNTY STANDARDS.
8. INSTALL 2" CONDUIT WITH PULL ROPE AND #3 PULL BOX FOR FUTURE INTERCONNECT TO INTERCHANGE SIGNAL.

CONDUCTOR SCHEDULE

WIRE SIZE OR CABLE TYPE	POLE OR CONDUIT	CONDUIT SIZE AND NUMBER REQUIRED 2"	3"	4"	2"	3"	4"	1-4	1"
10 (3 CONDUIT)	POLE - A	X	X	X	X	X	X	X	X
	B	X	X	X	X	X	X	X	X
	C	X	X	X	X	X	X	X	X
	D	X	X	X	X	X	X	X	X
	E	X	X	X	X	X	X	X	X
	F	X	X	X	X	X	X	X	X
	G	X	X	X	X	X	X	X	X
	TOTAL	X	X	X	X	X	X	X	X
#12	(+)-B-N-B-	2	2	2	–	–	–	–	2
	P.E.C.	–	–	2	–	–	–	2	–
	TOTAL	2	2	4	–	–	–	4	– 4
#10	LUMINAIRE	2	2	2	–	–	–	2	– 4
	TOTAL	2	2	2	–	–	–	2	– 4
#6	SIGNAL SERVICE	–	–	–	–	–	–	–	2
DLC (TYPE "B")	φ2	–	–	–	2	2	2	2	–
	φ2 & φ3	–	3	3	–	–	3	3	–
	φ4	–	–	–	–	–	4	4	–
	TOTAL	–	5	5	–	2	5	11	15 –
3M OPTICOM CABLE #18		–	1	2	–	1	1	3	3 –
INTERCONNECT		–	–	–	–	–	–	2	–
PERCENT FILL		13	20	20	10	24	24	18	20 7

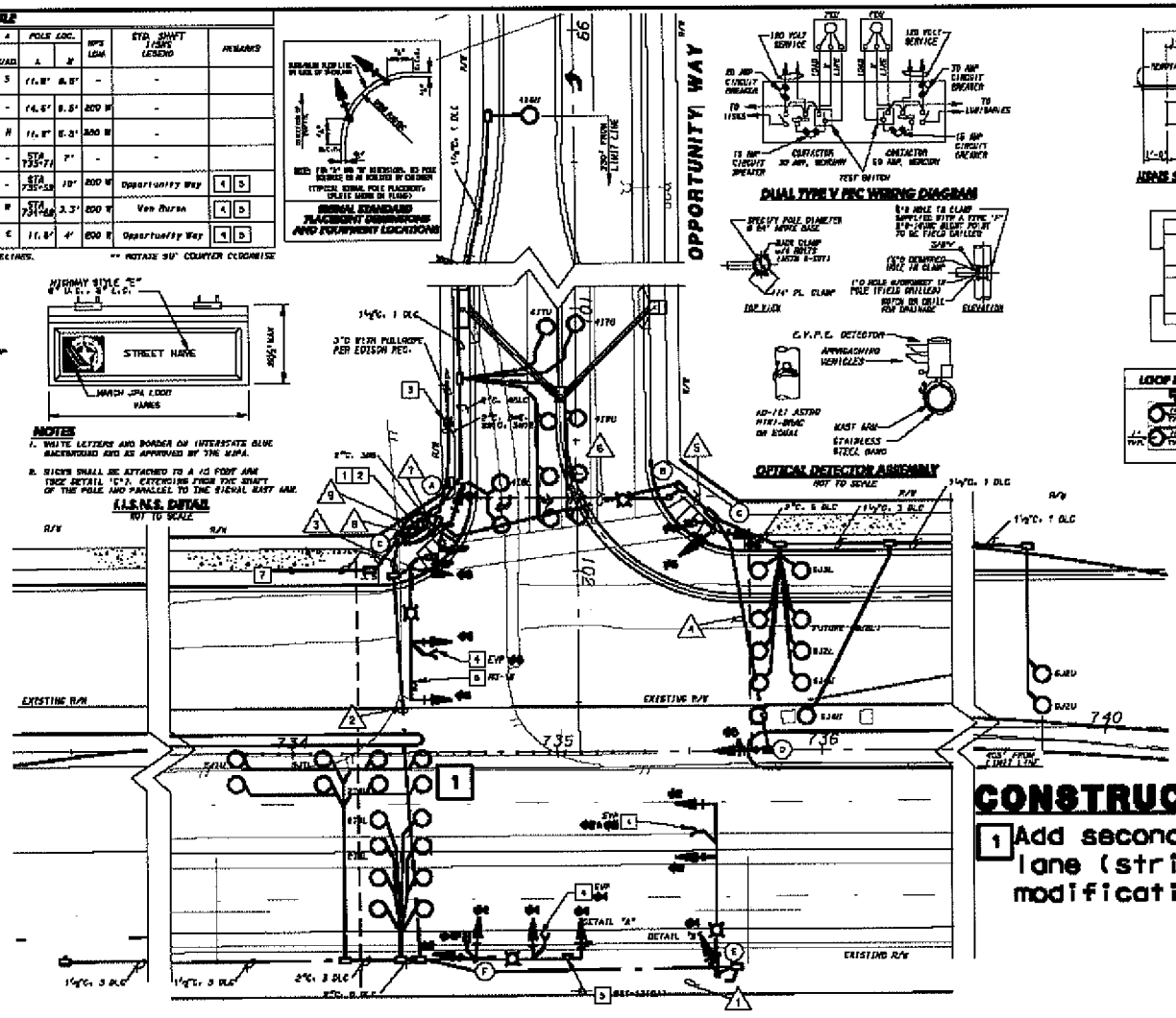

CONSTRUCTION NOTES

1. Add second EB left turn lane (striping and signal modification).

INTERSECTION 28
Proposed Improvements - LONG TERM CUMULATIVE (Van Buren Blvd. & Opportunity Wy.)

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

Kimley-Horn and Associates, Inc.
Engineering, Planning and Environmental Consultants
31 Pacific Avenue - Suite 30 - San Bernardino, Ca. - 92408
Tel: (909) 884-5941 Fax: (909) 884-9858

VAN BUREN BLVD. PHASE 1
SIGNAL PLANS
TRAFFIC SIGNAL AT
VAN BUREN BLVD AND OPPORTUNITY WAY

13 of 13

MV00210026

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 **Date:** 22-Dec-09

FOR THE CONSTRUCTION OF :

MERIDIAN SPA LONG TERM CUMULATIVE

INT #28 VAN BUREN BOULEVARD AND OPPORTUNITY WAY- LONG TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	$ 5,000.00	1	$ 5,000.00
2	SIGNAL MODIFICATION	LS	$ 15,000.00	1	$ 15,000.00
SWPPP	STORMWATER MANAGEMENT @ 3%				$ 1,000.00
TC	TRAFFIC CONTROL @ 8%				$ 1,600.00
MOB	MOBILIZATION @ 5%				$ 2,000.00
Subtotal Construction Cost					$24,600
Contingency			25%		$6,150
Design, Administration and Construction Management			24%		$5,904
TOTAL					**$37,000**

Notes/Assumptions

Widening: none required
Signal Mod: modification to add loops and modify signal heads for the eastbound direction
Signing/Striping: modification to the eastbound signing and striping to add a dual left-turn lane
Right-of-Way: none required

MV00210027

CONSTRUCTION NOTES

1. ADD SB SHARED THROUGH-RIGHT LANE AND SB LEFT TURN LANE (STRIPING ONLY).
2. WIDEN SW CORNER TO ALIGN SB THROUGH LANE AND TRANSITION TAPER (REQUIRES ADDITIONAL R/W. AND RESTRIPE OF NB LANES).

N.T.S.

Kimley-Horn and Associates, Inc.

INTERSECTION 36

Proposed Improvements- NEAR TERM CUMULATIVE (Nandina Ave & Barton St)

PLOTTED : 2/21/2005

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 **Date:** 22-Dec-09

FOR THE CONSTRUCTION OF :

MERIDIAN SPA NEAR TERM CUMULATIVE

INT #36 NANDINA AVENUE & BARTON STREET- NEAR TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	$ 10,000.00	1	$ 10,000.00
2	CLEARING AND GRUBBING	SF	$ 0.10	3600	$ 360.00
3	ASPHALT CONCRETE	TON	$ 90.00	135	$ 12,150.00
4	CEMENT TREATED BASE	CY	$ 70.00	89	$ 6,230.00
5	MINOR CONCRETE, CURB AND GUTTER	LF	$ 15.00	400	$ 6,000.00
6	MINOR CONCRETE, SIDEWALK	SF	$ 5.00	2400	$ 12,000.00
7	MINOR CONCRETE, CURB RAMP	EA	$ 2,500.00	1	$ 2,500.00
8	MINOR UTILITY ADJUSTMENT	LS	$ 5,000.00	1	$ 5,000.00
9	DRAINAGE IMPROVEMENTS	LS	$ 5,000.00	1	$ 5,000.00
10	GRADING	CY	$ 20.00	156	$ 3,120.00
SWPPP	STORMWATER MANAGEMENT @ 3%				$ 1,900.00
TC	TRAFFIC CONTROL @ 8%				$ 5,000.00
MOB	MOBILIZATION @ 5%				$ 3,100.00
ROW	RIGHT OF WAY	SF	$ 15.00	113	$ 1,695.00
Subtotal Construction Cost					$74,055
Contingency		25%			$18,514
Design, Administration and Construction Management		24%			$17,773
TOTAL					**$110,000**

Notes/Assumptions

Widening: widen southwest corner to align southbound through movement

Signal Mod: none required

Signing/Striping: minor signing and marking improvements for both north and south legs of the intersection

Right-of-Way: obtain right-of-way on southwest corner for widening, ROW costs are an estimate and may be higher

MV00210029

CONSTRUCTION NOTES

1. ADD SECOND SB LEFT TURN LANE (REQUIRES ADDITIONAL R/W, ROAD WIDENING, AND SIGNAL MODIFICATION).
2. WIDEN SOUTH LEG DUE TO NORTH LEG WIDENING (REQUIRES ADDITIONAL R/W AND ROAD WIDENING).

N.T.S.

Kimley-Horn and Associates, Inc.

INTERSECTION 37

Proposed Improvements- LONG TERM CUMULATIVE (Cottonwood Ave. & Day St.)

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 **Date:** 22-Dec-09

FOR THE CONSTRUCTION OF :

MERIDIAN SPA LONG TERM CUMULATIVE

INT #37 COTTONWOOD AVENUE & DAY STREET- LONG TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	$ 10,000.00	1	$ 10,000.00
2	SIGNAL MODIFICATION	LS	$ 100,000.00	1	$ 100,000.00
3	CLEARING AND GRUBBING	SF	$ 0.10	6000	$ 600.00
4	REMOVE CONCRETE (SIDEWALK)	SF	$ 2.80	1750	$ 4,900.00
5	ASPHALT CONCRETE	TON	$ 90.00	225	$ 20,250.00
6	CEMENT TREATED BASE	CY	$ 70.00	148	$ 10,360.00
7	MINOR CONCRETE, CURB AND GUTTER	LF	$ 15.00	700	$ 10,500.00
8	MINOR CONCRETE, SIDEWALK	SF	$ 5.00	2100	$ 10,500.00
9	MINOR CONCRETE, CURB RAMP	EA	$ 2,500.00	2	$ 5,000.00
10	MINOR UTILITY ADJUSTMENT	LS	$ 10,000.00	1	$ 10,000.00
11	DRAINAGE IMPROVEMENTS	LS	$ 30,000.00	1	$ 30,000.00
12	GRADING	CY	$ 20.00	259	$ 5,180.00
13	LANDSCAPING	LS	$ 10,000.00	1	$ 10,000.00
SWPPP	STORMWATER MANAGEMENT @ 3%				$ 6,500.00
TC	TRAFFIC CONTROL @ 8%				$ 17,400.00
MOB	MOBILIZATION @ 5%				$ 10,900.00
ROW	RIGHT OF WAY	SF	$ 15.00	5500	$ 82,500.00
Subtotal Construction Cost					$344,590
Contingency		25%			$86,148
Design, Administration and Construction Management		24%			$82,702
TOTAL					**$513,000**

Notes/Assumptions

Widening: assumes all widening to the western side of Day Street

Signal Mod: relocate/replace traffic signal equipment on northwest and southwest corners of the intersection

Signing/Striping: replace signing and marking on both the north and south legs of the intersection

Right-of-Way: acquire right-of-way along the western side of Day Streed for the proposed widening, ROW costs are an estimate and may be higher

MV00210031

EXHIBIT "B"

Meridian Specific Plan Land Use Fair Share Fee Schedule

[attached behind this page]

Land Use

	Acres	External ADT	Land Use Fair Share	LU Fair Share Per A
Business Park	22.97	3458	$ 12,236.90	$ 532.73
Commercial	22.24	13471	$ 47,662.24	$ 2,143.09
Industrial	158.5	9867	$ 34,910.70	$ 220.26
Mixed Use	16.77	11787	$ 41,705.75	$ 2,486.93
Office	21.54	6791	$ 24,028.30	$ 1,115.52
Public Facility	4.63	46	$ 163.11	$ 35.23
Park/Recreation/Open Space	11.1	0	$ -	
		45420	$ 160,707	

MV00210033

Exhibit "C"

Fair Share Fee Allocation Table

[attached behind this page]

Intersection	Fair Share	City of Riverside Share	City of Moreno Valley Share	Riverside County Share
INT #3 ALESSANDRO BOULEVARD & MISSION GROVE PARKWAY - LONG TERM CUMULATIVE	$ 284	$ 284	$ -	$ -
INT #6 ALESSANDRO BOULEVARD & MERIDIAN PARKWAY - LONG TERM CUMULATIVE	$ 2,607	$ 2,607	$ -	$ -
INT #7 ALESSANDRO BOULEVARD & I-215 SB RAMPS - LONG TERM CUMULATIVE	$ 10,248	$ 10,248	$ -	$ -
INT #8 ALESSANDRO BOULEVARD & I-215 NB - NEAR TERM CUMULATIVE	$ 7,363	$ 7,363	$ -	$ -
INT #8 ALESSANDRO BOULEVARD & I-215 NB - LONG TERM CUMULATIVE	$ 5,516	$ 5,516	$ -	$ -
INT #9 ALESSANDRO BOULEVARD & OLD 215 - LONG TERM CUMULATIVE	$ 1,404	$ -	$ 1,404	$ -
INT #12 MERIDIAN PARKWAY & CACTUS AVENUE- NEAR TERM CUMULATIVE	$ 37,000	$ -	$ -	$ -
INT #15 CACTUS AVENUE & ELSWORTH STREET - NEAR TERM CUMULATIVE	$ 24,587	$ -	$ 24,587	$ -
INT #15 CACTUS AVENUE & ELSWORTH STREET - LONG TERM CUMULATIVE	$ 6,744	$ -	$ 6,744	$ -
INT #21 VAN BUREN BOULEVARD & WOOD ROAD - NEAR TERM CUMULATIVE	$ 69,476	$ 69,476	$ -	$ -
INT #22 VAN BUREN BOULEVARD & TRAUTWEIN ROAD - NEAR TERM CUMULATIVE	$ 24,476	$ 24,476	$ -	$ -
INT #23 VAN BUREN BOULEVARD & BARTON ROAD - Direct Impact	$ 391,000	$ -	$ -	$ -
INT #24 VAN BUREN BOULEVARD & COYOTE BUSH ROAD - NEAR TERM CUMULATIVE	$ 327,000	$ -	$ -	$ -
INT #26 VAN BUREN BOULEVARD & VILLAGE WEST DRIVE - NEAR TERM CUMULATIVE	$ 29,000	$ -	$ -	$ -
INT #36 NANDINA AVENUE & BARTON STREET- NEAR TERM CUMULATIVE	$ 4,103	$ -	$ -	$ 4,103
INT #37 COTTONWOOD AVENUE & DAY STREET- LONG TERM CUMULATIVE	$ 3,899	$ -	$ 3,899	$ -
TOTAL CONTRIBUTIONS (Fully Funded and Fair Share) [1]	$ 944,707			
FULLY FUNDED BY PROJECT SPONSOR	$ 784,000			
FAIR SHARE ALLOCATION (by Agency)	$ 160,707	$ 119,970 74.7%	$ 36,634 22.8%	$ 4,103 2.6%

[1] Costs for Meridian/Cactus ($37,000), Van Buren/Barton ($391,000), Van Buren/Coyote Bush ($327,000), and Van Buren/Village West ($29,000) will be borne 100% by the Project sponsor.

MV00210035

MINUTES - REGULAR MEETING OF JUNE 25, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD)

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: July 9, 2013 (Continued from June 25, 2013)

TITLE: AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROJECT NO. E-2 (HIDDEN SPRINGS) MAINTENANCE OF PARKWAY, MEDIAN AND OPEN SPACE LANDSCAPING AND IRRIGATION

RECOMMENDED ACTION

Recommendations:

1. Approve the Agreement for Project No. E-2/13-14 (Hidden Springs) Maintenance of Parkway, Median and Open Space Landscaping and Irrigation with Mariposa Landscapes, Inc., 15529 Arrow Highway, Irwindale, CA 91706 for landscape maintenance services of the parkways, medians and paseos (open spaces).

2. Authorize the City Manager to execute the Agreement for Project No. E- 2/13-14 with Mariposa Landscapes, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Mariposa Landscapes, Inc. in the not–to-exceed (NTE) amount of $104,282.00 ($85,482.00 for base and $18,800.00 for additional work).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize associated purchase orders (P.O.s) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. Property owners pay a parcel charge as part of their annual property tax bill, which funds the cost of providing the service. Revenue from the parcel charges collected may only be used for landscape maintenance services for the zone in which they were collected. CSD landscape maintenance areas include:

> Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services.
>
> Zone E (extensive landscape maintenance), provides landscape maintenance services at full (standard) or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), E-15 (Celebration), and E-16 (Shadow Mountain).
>
> Zone M (Commercial, Industrial, and/or Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide, and
>
> Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors that perform landscape or specialty maintenance services. The landscape maintenance scope of services is broken into either "base services" or "additional work services":

> "Base services" is the regular, routine landscape maintenance service and typically applies to medians and parkways. These services may include: mowing, edging and trimming of turf grass areas (if applicable), pruning and trimming of shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes and groundcovers, and pesticide applications. For open space areas (e.g. Hidden Springs paseo area), base services may include: irrigation monitoring, annual weed abatement, and vegetation clearance. The vegetation clearing is to maintain a 24 inch width of clearance of open space from abutting residential parcels. Typically, the cost for this service is a set monthly cost.

"Additional work services" includes, but is not necessarily limited to: additional labor and material costs for irrigation repairs, plant material replacement, fertilizer applications and if applicable, the addition of added square footage of landscaped areas. The cost for these services vary based upon needs determined throughout the term of the Agreement and is based on the unit prices for additional work as specified in the Agreement.

The frequency of the base services (i.e. standard service vs. reduced service) and level of additional work services depends upon the financial resources available within the budget of the specific zone. The CSD Board adopted service levels guidelines (most recently amended on April 26, 2011) for both Zones D and E defining the frequency of such services.

Landscape maintenance and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement. In accordance with the terms of the Agreement, annual extensions may be granted up to four times, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the CSD and Contractor, and contingent upon available program funding.

Zone E-2

In May 2011, the property owners within Zone E-2 did not support an increase in their parcel charge to support increasing costs to continue providing landscape maintenance at a standard service level. As a result, the base services were reduced for the landscape maintenance of the paseo area (maintenance of the parkways was retained at a standard service level) and additional work services were reduced (e.g. reduction in the number of replants) in order to balance the budget. The modified reduced service schedule became effective October 1, 2011. The current Agreement is no longer eligible for extensions and necessitated commencement of an RFP process.

DISCUSSION

An RFP soliciting proposals to provide landscape maintenance services to the Hidden Springs area (Zone E-2) was issued at the end of March 2013. In addition to the current level of service being provided (standard service to the parkways and once a year service to the paseos), proposers were requested to provide responses for different frequency levels of service. This strategy provides the CSD flexibility in adjusting service levels based on available funding without incurring additional costs of issuing another RFP.

The RFP was advertised in *The Press-Enterprise* on April 2, 2013, and April 6, 2013 and posted to the City's website. Representatives from seven landscape maintenance companies attended the mandatory pre-submittal meeting on April 9, 2013, at which time the scope of the project, information being requested in the RFP, and the proposal submittal and selection process were reviewed.

On May 8, 2013, six companies submitted proposals to the office of the City Clerk. A review of the proposals was conducted by the City's Senior Landscape Services Inspector, an Associate Engineer and a Senior Parks Maintenance Technician, all of whom have

experience with landscape maintenance and contract management. The review rating scores from each reviewer were collectively totaled, which identified Mariposa Landscapes, Inc. as the top ranked proposer based upon their overall understanding of the project and services to be performed, staffing levels, and cost. The costs as confirmed are their best and final offer for these services. In addition, the costs provided by Mariposa will allow for an increase in the frequency of services levels for the paseos from the once a year service that the area was transitioned to in October 2011 to a six times per year service level, while still coming in below the 2013/14 budgeted amount for this service. Further, Mariposa has demonstrated its work quality with its satisfactory performance during the original term and granted first extension of the agreement covering landscape maintenance of the CSD Zone D reduced service parkways and medians. Therefore, staff recommends awarding the contract for landscape maintenance within the Hidden Springs area (Zone E-2) to Mariposa Landscapes, Inc.

Authority for City Manager Approval of Future Extension Agreements for the Balance of Available Extensions to the Agreement

Pursuant to City Council Resolution No. 2008-115, the City Council/CSD shall provide approval of procurements greater than $100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the Agreement as may be allowed per the terms of the Agreement.

Project No. E-2/13-14						
	FY 2012/13[1] Proposed Original Agreement	FY 2013/14 Potential First Extension[2]	FY 2013/14 Potential Second Extension[2]	FY 2014/15 Potential Third Extension[2]	FY 2015/16 Potential Fourth Extension[2]	Cumulative Total
Base	$ 85,482.00	$ 85,482.00	$ 85,482.00	$ 85,482.00	$ 85,482.00	$ 427,410.00
Additional Work	$ 18,800.00	$ 18,800.00	$ 18,800.00	$ 18,800.00	$ 18,800.00	$ 94,000.00
Total	$ 104,282.00	$104,282.00	$104,282.00	$ 104,282.00	$ 104,282.00	$ 521,410.00

[1]Amount for the maintenance of the landscaped parkways and medians at the standard service level and landscaped maintenance of the paseo area at the every-other month, 6 times a year, service level.

[2]Dollar amounts are based upon presently known information and may change in the future for reasons including, but not limited to adding additional service area (water quality basins) or emergency work.

Staff is requesting the CSD Board authorize the City Manager to approve the Agreement and any future extensions or amendments, as well as associated purchase orders (P.O.) for the Agreement and all future amendments/extensions available, in accordance with the terms of the Agreement and subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the CSD Board and

demonstration by the Contractor of having provided satisfactory performance of the services, and both the CSD and the Contractor mutually agreeing to extend the Agreement.

ALTERNATIVES

1. Approve the Agreement for Project No. E-2/13-14 (Hidden Springs) Maintenance of Parkway, Median and Open Space Landscaping and Irrigation with Mariposa Landscapes, Inc., in the form attached hereto to provide for the continuation of landscape maintenance services of the parkways, medians and open areas of Zone E-2 (Hidden Springs); authorize the City Manager to execute said Agreement; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $104,282.00 ($85,482.00 for base services and $18,800.00 for additional work services); and authorize the City Manager to execute subsequent extensions or amendments to the Agreement including authorizing the associated P.O.s as may be required, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will ensure uninterrupted maintenance of the parkways, medians, and open space landscaped areas in Zone E-2.*

2. Do not approve the Agreement for Project No. E-2/13-14 (Hidden Springs) Maintenance of Parkway, Median and Open Space Landscaping and Irrigation with Mariposa Landscapes, Inc., in the form attached hereto; nor authorize the City Manager to execute said Agreement; nor authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $ 104,282.00 ($85,482.00 for base services and $18,800.00 for additional work services); and do not authorize the City Manager to execute subsequent extensions or amendments to the Agreement nor authorize associated P.O.s as may be required, in accordance with the terms of the Agreement. *By selecting this alternative, there will be an interruption in the maintenance of the parkways, medians and open space areas associated with Zone E-2 (Hidden Springs). This will cause landscaping to be deficient in receiving any level of landscape maintenance services and result in additional costs to obtain another contractor to provide these services with no guarantee that a more qualified contractor can be found at a better cost.*

FISCAL IMPACT

Administration and maintenance of Zone E-2 is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills. Revenue from the parcel charges collected for Zone E-2 may only be used for landscape maintenance services associated with the parkways, medians and open spaces in Zone E-2. **The costs for these maintenance services have been budgeted for in the coming fiscal year and are below approved amounts**. **These actions will not impact the City's General Fund.**

The following table represents the base service and additional work service costs of the Agreement for FY 2013/14.

Service Area	Contractor	GL Account	2013/14 Base Agreement Amount	Additional Work Agreement Amount	2013/14 Total Agreement Amount
Zone E-2	Mariposa Landscapes, Inc.	5013-30-79-25708-620910	$ 85,482.00	$ 18,800.00	$ 104,282.00
		Total	$ 85,482.00	$ 18,800.00	$ 104,282.00

CITY COUNCIL GOALS

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AN CLEANLINESS
By accepting the proposal of Mariposa Landscapes, Inc., the CSD Board will continue to promote community image, as well as neighborhood pride and cleanliness, while ensuring that these public facilities are being properly maintained.

SUMMARY

The actions before the City Council are to approve the Agreement for Project No. E-2/13-14 (Hidden Springs) Maintenance of Parkway, Median and Open Space Landscaping and Irrigation, authorize the City Manager to execute the Agreement for Project No. E-2/13-14 with Mariposa Landscapes, Inc., authorize the issuance of purchase orders for service in the NTE amount of $104,282.00 ($85,482.00 for base services and $18,800.00 for additional work) and authorize the City Manager to execute subsequent extensions or amendments to the Agreement including authority to authorize the associated P.O.s in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1: Vicinity Map – Zone E-2

Attachment 2: Proposal Recap Sheet

Attachment 3: Copy of Agreement

Attachment 4: Copy of Addendums 1 and 2

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace E. Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-2 • Hidden Springs

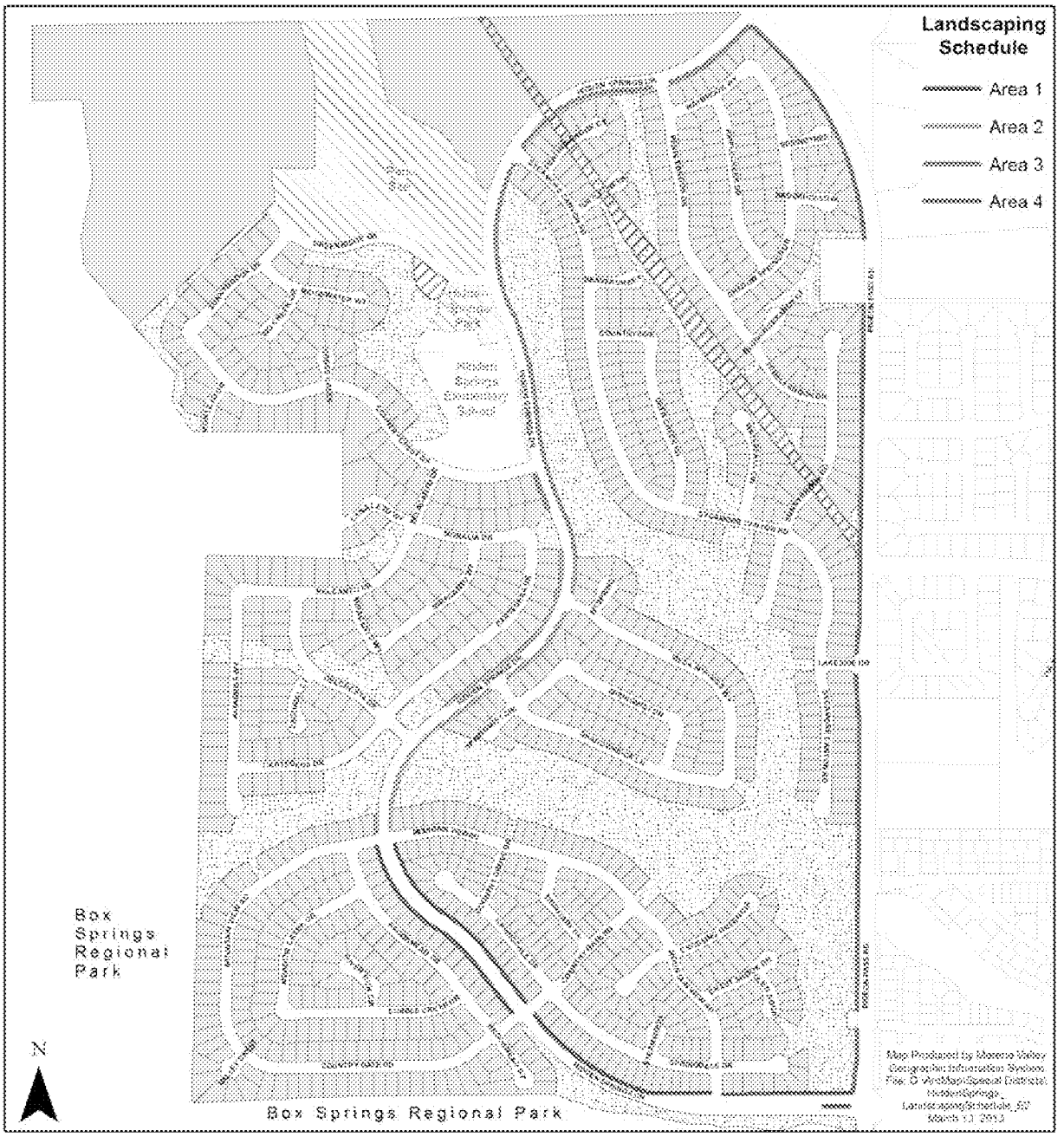

EMWD/SCE Easement

Landscaped Open Space *(Area abierta Ajardinada)*

Zone E-2 Properties *(Zona E-2 Propiedades)*

MORENO VALLEY

RFP No. 12/13-10
Project No. E-2
Hidden Springs (E-2) Maintenance of Parkway, Median and Open Space Landscaping and Irrigation

Evaluation Recap Sheet

Vendor	Irrigation Markup	4 Week Parkways & Medians Service Total	Every-Other Month Paseo Service Total	Total Parkways & Paseos	Rating Panel (Total rating)	Ranking
Mariposa Landscapes, Inc.	15%	$52,525.44	$32,956.56	$85,482.00	233	1
Tropical Plaza Nursery, Inc.	15%	$62,712.00	$68,200.00	$130,912.00	229.5	2
Excel Landscape, Inc.	15%	$48,387.00	$47,648.04	$96,035.04	226	3
Merchants Landsape Services, Inc.	15%	$58,431.84	$23,823.96	$82,255.80	210.5	4
TruGreen Landcare	20%	$52,843.78	$62,339.52	$115,183.30	207	5
Marina Landscape, Inc.	15%	$17,136.00	$64,123.20	$81,259.20	184.5	6

Parkway Landscape Maintenance is at the Standard Service Level
Open Space (Paseo) is at a Modified Reduced Level (Every-Other Month)

INDEPENDENT CONTRACTOR AGREEMENT

RFP NO. 12/13-10
PROJECT NO. E-2 /13-14
HIDDEN SPRINGS (E-2)
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name	Mariposa Landscapes, Inc.
Street Address	15529 Arrow Highway
Street Address	
City, State, Zip	Irwindale, CA 91706
Mailing Address	
(If same as Street Address,	Same as Above
write same or same as above)	
Business Phone (with area code)	(626) 960-0196
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	(909)429-2546
Fax Number	(626) 960-8477
Email Address	
Social Security Number	
Business License Number	16607
Federal Tax ID Number	95-4245898
Contractor's License Number & Classification	592268 , Class C-27, A C61/D49

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of work, responsibilities, requirements, provisions, and

additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contract Starting Date is July 1, 2013 and the Contract Ending Date is June 30, 2014. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will consider Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

A. Control of Work. Except for compliance with service schedules, general and technical provisions (which may also be referred to herein as specifications) and performance standards as provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with

the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Contract.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Moreno Valley Housing Authority (Housing Authority), and the Moreno Valley Community Services District (District), and the their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, Housing Authority's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, Housing Authority, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, Housing Authority, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Contract

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.
By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City's Risk Manager prior to the execution of this Contract. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, the Moreno Valley Community Services District, and, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the City of amendment or cancellation, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.

J. Termination.

1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.

2. The District may terminate this Contract without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

L. Restrictions on District / City Employees. The Contractor shall not employ any

District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor: 15529 Arrow Highway, Irwindale, CA 91706
[Mailing Address (Post Office Box, if applicable]
626-960-0196
[Telephone number]
626-960-8477
[Fax number]
jaimeg@mariposa-ca.com
[Email address]

With a copy to:
[Attorney for Contractor, if applicable]
[Street Address]
[Post Office Box, if applicable]
[City, State, Zip]
[Telephone number]
[Fax number]
[Email address]

To District (CSD): MORENO VALLEY COMMUNITY SERVICES DISTRICT
Financial & Management Services Department
Special Districts Division
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Sharon Sharp, Senior Management Analyst
Telephone number: 951.413.3480
Fax Number: 951.413.3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951.413.3036
Fax number: 951.413.3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor
By: _____	By: _____
Title: City Manager, acting in the capacity of District Manager to the Moreno Valley Community Services District	Title: (President or Vice President)
Date: _____	Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)
Date: _____

Affix Corporate Seal Below
(If applicable)

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On_____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO. _____

PREMIUM $ _____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

RFP NO. 12/13-10
PROJECT NO. E-2 /13-14
HIDDEN SPRINGS (E-2)
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the Board of Directors of the Moreno Valley Community Services District, State of California, known as "CSD," has awarded to _____, as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as **PROJECT NO. E-2 /13-14**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of_____ dollars, ($_____), lawful money of the United States, to be paid to the said CSD or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. E-2 /13-14

BOND NO.

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

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- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO. _____

PREMIUM $ _____

LABOR AND MATERIALS BOND
(100% of Total Contract Amount)

RFP NO. 12/13-10
PROJECT NO. E-2 /13-14
HIDDEN SPRINGS (E-2)
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the board of Directors of the Moreno Valley Community Services District of the City of Moreno Valley, State of California, known as "CSD," has awarded to _____, as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement, whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as Project No. E-2 /13-14, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley Community Services District for the City of Moreno Valley, County of Riverside in the penal sum of_____ dollars, ($_____) (words and figures), lawful money of the United States, to be paid to said CSD or its certain attorney, successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Moreno Valley Community Services District, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the CSD and judgment is recovered, the Surety shall pay all costs incurred by the CSD in such suit, including reasonable attorney fees to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extensions of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

WITNESS our hands this _____day of _____, 20_____.

PRINCIPAL	SURETY
Name: _____	Name: _____
Address:_____	Address:_____
_____	_____
_____	_____
Telephone Number:_____	Telephone Number:_____
By: _____	By: _____
Title:_____	Title:_____
By: _____	By: _____
Title:_____	Title:_____

Approved as to form this _____ day of _____, 20___.

_____
City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor**.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).

The bond shall include the address at which the Principal (Contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

EXHIBIT A

RFP NO. 12/13-10
PROJECT NO. E-2 /13-14
HIDDEN SPRINGS (E-2)
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

1. GENERAL PROVISIONS - SCOPE OF WORK

A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council (Community Services District Board) establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 21, Project Location Map.

B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf, if applicable, groundcover, and shrub areas designated hereunder; regularly maintain and prune those portions of trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Chief Financial Officer/City Treasurer of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.

E. All work shall be performed in accordance with the General and Technical Provisions of this Contract and in accordance with an approved service schedule, as approved by the Director. Service schedules may be modified with 30 days advance written notice by the District.

2. GENERAL PROVISIONS - SCHEDULING OF WORK

A. The Contractor will adhere to the facilities, equipment and monthly and annual work schedules submitted as a part of the Contractor's RFP, and incorporated herein by this reference. These schedules, and any approved revisions thereto, will be used by the District as a basis for determining Contractor's satisfactory performance.

B. Revisions to facilities, equipment, or monthly and annual work schedules may not be implemented without the prior written approval of the Director. The Contractor is required to submit proposed revisions regarding facilities, equipment or monthly and annual work schedules in writing to the District at the address as set forth in the Independent Contractor Agreement, Section 3, paragraph N. at least ten (10) working days prior to commencing work per the proposed revisions.

C. Failure to submit proposed revisions concerning facilities, equipment, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations. Specialty type maintenance operations includes, but is not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

F. When inclement weather renders performance per the approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor is required to adjust his work force in order to accomplish those work items not affected by weather, and will contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-performance penalties per Exhibit C, Section 4.

G. For the purposes of this Contract, "Working Days" are Mondays through Thursdays, excluding holidays as provided herein. The hours of on-site maintenance service will be from 7:00 a.m. to 4:30 p.m., not including mobilization to or from work site, on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

3. GENERAL PROVISIONS - FUNCTIONS AND RESPONSIBILITIES

A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Exhibit G, Monthly Landscape Services Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears.

C. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

D. The Director may require the Contractor to attend meetings with the District field staff at some fixed interval to review the Contractor's operations, and schedule future work as may be ordered by the Director. Failure to attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.

E. The Contractor shall maintain an office at some fixed place, and be listed in the telephone directory in Contractor's own name or in the Contractor's company name. Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph ~~E~~ F. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

F. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by telephone, written email, written mailed correspondence or facsimile transmission. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at **<u>any</u>** time:

1. City Manager
2. Chief Fin. Officer/City Treasurer
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Street Maintenance Supervisor
7. Senior Landscape Services Inspector
8. Landscape Services Inspector
9. Landscape Irrigation Technician

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. GENERAL PROVISIONS - CONTRACTOR'S STAFF

A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.

C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.

D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements.

   Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. GENERAL PROVISIONS - EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

6. GENERAL PROVISIONS - COMPLAINTS

A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.

B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B.

C. In addition to the provisions of Section 6., paragraph A. in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. GENERAL PROVISIONS - SAFETY

A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

   Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2009 (or most current revised version) California Supplement".

   Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

   The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Exhibit A, Section 3, paragraph J of the Contract Agreement.

8. USE OF CHEMICALS

A. Before the beginning of the Contract period, the Contractor is required to submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS) of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.

B. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Financial & Management Services Department of the City of Moreno Valley.

D. Contractor shall report all fertilizers and pesticides used in the performance of the work as an element of Contractor's Monthly Report, as set forth in Exhibit A, Section 3, paragraph B. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City of Moreno Valley (City) and/or the City of Moreno Valley Community Services District (District). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the City and District that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments;

employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Financial & Management Services Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.

B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars ($25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Driver, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL PROVISIONS

A. TURF CARE (IF APPLICABLE)

1. All turf areas shall be mowed, edged, and trimmed per the Frequency of Service Table, as set forth in Exhibit E. Should weather and/or site conditions preclude the normally scheduled frequency of this service during any month, or portion thereof, the maintenance schedule shall be modified at the discretion and approval of the Director.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Provisions - Fertilization, Section 18.

13. Pest control: See Technical Provisions - Pesticide Use, Section 19.

14. Aeration:

    (a) All turf areas shall be aerated per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise directed by the Director;

(b) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

(c) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

(d) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

(e) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions – Fertilization, Section 18.

15. Renovation/thatching and additional areation operations are to be considered Additional Work, per Exhibit C., Section 2.

16. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Trees shall be pruned at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Portions of trees up to eighteen feet (18') in height shall:

   (a) Be pruned to enable successful adaptation to their particular site situation;

   (b) Have no more than one-third (1/3) of living branches removed annually;

   (c) Be fertilized only as directed by District field staff.

6. Portions of trees over eighteen feet (18') in height shall:

   (a) Be inspected annually;

   (b) Pruned and/or trimmed as necessary to maintain proper site orientation;

   (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

   (d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall <u>not</u> be allowed:

   (a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

   (c) Use of pruning paint/pruning compound/wound dressing;

   (d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Provisions – Pesticide Use, Section 19.

13. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Shrubs shall be pruned and/or trimmed per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise directed by the Director, in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned in a manner that will:

   (a) Enable successful adaptation to their particular site situation;

   (b) Follow the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

6. Pruning tools must:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices are not allowed:

   (a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") will be done only when authorized by the Director on a site-specific basis.

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

   (c) Use of pruning paint/pruning compound/wound dressing.

8. Fertilization: See Technical Provisions - Fertilization, Section 18.

9. Pest control: See Technical Provisions –Pesticide Use, Section 19.

10. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Technical Provisions, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed per the Frequency of Service Table, as set forth in Exhibit E , unless otherwise directed by the Director in order to:

   (a) Remove dead, diseased, or damaged branches/crowns;

   (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

   (c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

   (a) To enable successful adaptation to their particular site situation;

   (b) In accordance with accepted practices for the particular species in question;

5. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Provisions - Fertilization, Section 18.

8. Pest control: See Technical Provisions –Pesticide Use, Section 19.

9. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

E. WEED CONTROL

1. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

2. Weed control shall be addressed per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise directed by the Director.

3. Chemical weed control: See Technical Provisions – Pesticide Use, Section 19.

4. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.

5. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

6. Failure to adhere to the specifications of this section of the Technical Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. Said maintenance shall include, but not be limited to: visual and operational inspections; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

3. For the purposes of this section, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

   (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage;

   (b) Be turned off during periods of rainfall, or as directed by District field staff;

   (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

   (a) Be operated only when Contractor's personnel are present on site;

   (b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;

(c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. Debris/litter control shall be provided per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise stated herein this Section and/or as directed by the Director.

2. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

3. Contractor shall remove from both planted areas and adjacent hardscapes/walkways the following items, which include but are not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by the Contractor before the close of business the working day following notification of this condition.

4. All hardscape areas that include, but are not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

5. The Contractor shall dispose of all debris and litter, as described in paragraphs 1 and 2 above, off-site, and in a legal manner.

6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices such as, televisions, computers and computer monitors; firearms, ammunition or other appliances. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

7. Failure to adhere to the specifications of this section of the Technical Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in the performance of contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in the course of the performing the contract's Scope of Work services at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report, (see Exhibit I), per The Frequency of Service Table as an element of Contractor's Monthly Reporting requirements, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

18. TECHNICAL PROVISIONS - FERTILIZER

A. TURF FERTILIZATION (IF APPLICABLE)

1. Per the Technical Provisions, Exhibit A, Section 17, No. 14, e. f., a humus base fertilizer shall be applied to turf areas in accordance with Table I, below. At the discretion and request of the Director additional applications at the pricing terms as listed in the additional work section of Scheduled II may be provided. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs
OCT	1	22-5-5*	1.25	5.7 lbs

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See the following section on fertilizers.

**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See the following sections, below, regarding fertilizers.

2. Humus base fertilizers to be applied by drop spreader only.

3. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Exhibit A, Section 8. – Use of Chemicals. Any changes to said list shall be reported per Exhibit A, Section 8. – Use of Chemicals.

6. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. The Specifications contained in this Section 18,B. do not apply to the Open Space Areas (Paseos).

2. All shrubs and ground covers shall be fertilized per the Frequency of Service Table, as set forth in Exhibit E. Table II, below provides the standard fertilization guidelines, however the frequency of the application shall comply with the application frequency rates as identified in the Frequency of Service Table, as set forth in Exhibit E. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

3. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

4. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Exhibit A, Section 8. – Use of Chemicals. Any changes to said list shall be reported per Exhibit A, Section 8. – Use of Chemicals.

5. Written notification is required to Director five (5) working days prior to fertilizer application.

6. For fertilizer application reporting specifications, see Exhibit A, Section 3 – Functions and Responsibilities and Exhibit A, Section 8. – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per, Exhibit A Section 8. – Use of Chemicals. Any changes to said list shall be reported per Exhibit A, Section 8. – Use of Chemicals.

4. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Exhibit A, Section 3 – Functions and Responsibilities and Exhibit A, Section 8. – Use of Chemicals.

19. TECHNICAL PROVISIONS – PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.

3. All pesticide applications shall be applied as directed by the Director.

4. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

5. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Exhibit A, Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Exhibit A, Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a

copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. For pesticide application reporting specifications, see Exhibit A, Section 3 – Functions and Responsibilities and Exhibit A, Section 8. – Use of Chemicals.

3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice a year, as determined by the Director.

   (b) Appropriate chemical control must be used on the following weeds.

   Bermuda Grass
   Kikuyu Grass
   Nutsedge
   Field Bindweed
   Spurge

   The aforementioned list is inclusive; other species may be added by the Director as necessary

   (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

   (a) Snails shall be controlled on a regular basis on the following plant species:

   Agapanthus africanus
   Aptenia sp.
   Gazania sp.
   Hemerocallis sp.

   (b) Snails shall be controlled on an as needed basis on all other plant material.

   (c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

   (a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

   (b) The Director may require all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

   (c) The Director may require all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

   (d) The Director may require all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

   (e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA (IF APPLICABLE)

1. Weed Control

   (a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

   (b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

   (c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Insect and Disease Control

   (a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

   (b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

20. OPEN SPACE AREA (PASEO) PROVISIONS – E-2 HIDDEN SPRINGS

E. GENERAL GUIDELINES

1. The following provisions are intended to address routine maintenance of the open area (paseos) located within and throughout the residential community of Hidden Springs (E-2). Should a conflict between these Special Provisions as outlined herein and the preceding Specification Sections of this document, these Special Provisions shall prevail regarding maintenance of the open area (paseos) located within and throughout Hidden Springs (E-2). These Special Provisions DO NOT APPLY to the landscaped parkway and median areas of Hidden Springs (E-2).

   (a) All open space areas shall be maintained in a condition free of unwanted plant species, as determined by the Director.

   (b) Non-woody plants, such as grasses and annual forbs shall be trimmed to a height of twenty-four (24) inches or lower at a frequency of no less than one (1) time per year, as determined by the Director.

   (c) Woody slope plantings shall be maintained in a manner that minimizes the accumulation of dead wood. This shall be accomplished by means of periodic trimming, pruning, and/or roguing, as determined by the Director.

   (d) A band of bare soil, twenty-four (24) inches in width shall be maintained per the Frequency of Service Table wherever Open Space (Paseo) areas abut residential parcels.

   (e) Newly planted and/or established tree and woody shrub plantings shall receive irrigation adequate to maintain soil moisture and plant vigor; in no case shall the interval between irrigations be greater than once per week. This work may require the use of a water tanker. Contractor shall be liable for replacement of any new or establishing plan materials lost due to Contractor's negligence, as determined by Director.

(f) Watering basins for newly planted and/or establishing tree and woody shrub plantings shall be continuously maintained and kept free of unwanted plant species until properly established, as determined by the Director.

(g) All areas damaged by erosion shall be immediately repaired to the originally intended condition and soil. Contractor shall be liable for the cost of repairing all erosion damage caused by Contractor's negligence.

(h) All areas damaged by rodent burrowings shall be immediately repaired to the originally intended condition and soil.

(i) All catch basins, drain lines, brow ditches, and lower slope swale areas shall at all times be kept clean and clear for proper drainage.

(j) Minimum flow channels shall be maintained in a manner that assures unimpeded flow of nuisance water per limits of design intent. This work may require periodic thinning/rouging of existing riparian plans, as determined by Director.

21. PROJECT LOCATION MAPS

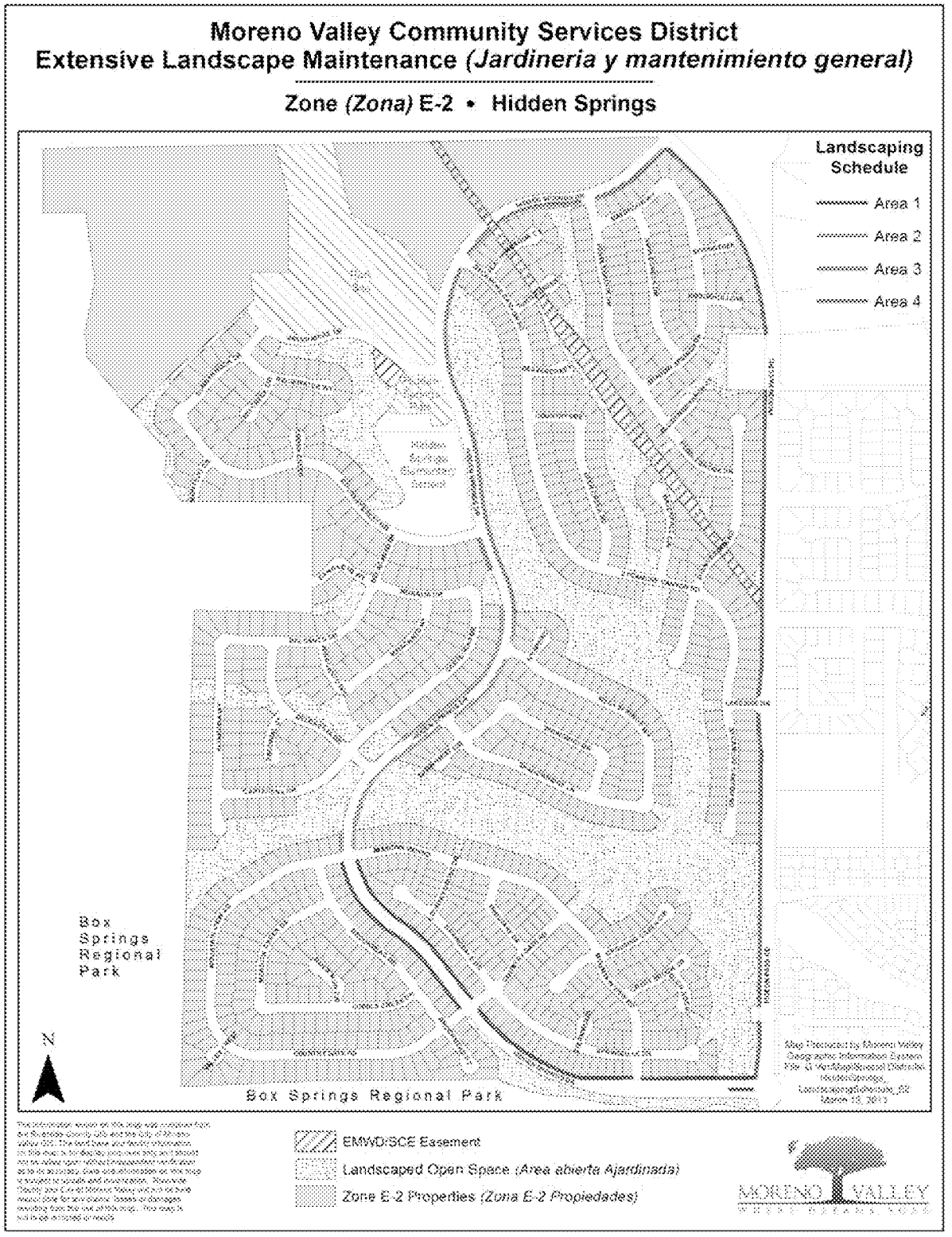

EXHIBIT B: District Responsibilities

RFP NO. 12/13-10
PROJECT NO. E-2 /13-14
HIDDEN SPRINGS (E-2)
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

1. CONTRACT SUPERVISION

A. The Contract shall be administered on behalf of the Chief Financial Officer/City Treasurer of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.

B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C: Payment Terms

RFP NO. 12/13-10
PROJECT NO. E-2 /13-14
HIDDEN SPRINGS (E-2)
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

1. CONTRACTOR'S COMPENSATION

A. The Contractor will be paid monthly per site based upon successful performance of the maintenance services provided in accordance with an approved service schedule for each area/site and in compliance with the terms and provisions of this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports of the following: 1) Maintenance performed, 2) Greenwaste, 3) Complaints received, 3) Hazards noted, and 4) Chemicals used in the prior month, along with 5) A detailed invoice for services in accordance with the Contract price for the work performed, which shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved.

The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to 951.413.3073.

Copies of invoices and reports will be submitted to the Special Districts Division of the Financial and Management Services ~~Public Works~~ Department at specialdistricts@moval.org. Calls may also be directed to the Special Districts Division at 951.413.3480.

B. The Contractor will obtain and keep current during the term of this Contract, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at http://www.moval.org/do_biz/biz-license.shtml.

C. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of seven thousand one hundred and twenty-three and 50/100 ($7,123.50) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed eighty-five thousand four hundred eighty-two and 00/100 dollars and 00/100 ($85,482.00), except as provided for in Section 2 below.

D. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be

completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall_forms.shtml#bf.

E. The minimum information required on all invoices includes:

1. Vendor Name, Mailing Address and Phone Number

2. Invoice Date

3. Vendor Invoice Number

4. City – provided Reference Number (Project No. and Title)

5. Detailed work hours by class title (e.g. Manager, Technician or Specialist), services performed, and rates, explicit portion of a contract amount or detailed billing information is sufficient to justify the invoice amount: single or lump sum amounts without detail are not acceptable.

F. The City shall pay the Contractor for all invoiced and authorized maintenance services within thirty (30) days of receipt of invoice for the same.

G. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2, paragraph C. herein this Exhibit, in addition to the work set forth in Exhibit A, General Provisions - Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Schedule II, Section B & C or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2, paragraph B. below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage

to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the

District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in Exhibit E, Schedule II , shall be prorated from the day the Contractor commences work on the additional areas.

D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Schedule II, Section D. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).

E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of eighteen thousand eight hundred and 00/100 dollars ($18,800.00) for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

A. Work required in the General or Technical Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or

reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, telephone, facsimile transmission or in writing.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the District to allow for explanations.

EXHIBIT D: Term of Contract

RFP NO. 12/13-10
PROJECT NO. E-2 /13-14
HIDDEN SPRINGS (E-2)
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

1. TERM OF CONTRACT

A. Following approval by both parties, the Contract will commence on July 1, 2013, and shall terminate June 30, 2014 (12) months thereafter.

B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.

C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.

E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

RFP NO. 12/13-10
PROJECT NO. E-2 /13-14
HIDDEN SPRINGS (E-2)
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

I: SCHEDULE I – VENDOR INFORMATION

A. COMPANY NAME: Mariposa Landscapes, Inc.

TYPE
- Sole proprietor _____
- Partnership _____
- Corporation X

B. COMPANY ADDRESS (STREET) 15529 Arrow Highway

(CITY, STATE, ZIP) Irwindale, CA 91706

C. COMPANY ADDRESS (MAILING) 15529 Arrow Highway

(CITY, STATE, ZIP) Irwindale, CA 91706

D. BUSINESS PHONE NUMBER(with area code) 626-960-0196

E. SATELLITE OFFICE ADDRESS (if applicable):
11093 Almond Ave, Fontana, CA 92337

F. SATELLITE OFFICE PHONE NUMBER 909-429-2546

G. CONTRACTOR'S LICENSING INFORMATION:

1. LICENSE NUMBER/CLASSIFICATION/NAME STYLE:
Lic. No. 592268, Class C-27, A, C61/D49
2. NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 23 years
3. LICENSE EXPIRATION DATE: 4/30/14
4. CURRENT LICENSE STATUS: Active
5. PRIOR ACTIONS AGAINST THIS LICENSE? Yes / (No)
6. IF YES, LIST CITATION TYPE AND HOW RESOLVED:
N/A

H. .COMPANY'S FEDERAL IDENTIFICATION NO.: 95-4245898

I. NAME AND TITLE(s) OF COMPANY OFFICERS:

Terry Noriega, President
Antonio Valenzuela, Secretary

J. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES: 32 years

K. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 32 years

L. CURRENT LANDSCAPE MAINTENANCE OPERATIONS

THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED IN ANSWER TO THIS QUESTION (QUESTION L.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

TOTAL NUMBER OF LANDSCAPE MAINTENANCE CONTRACTS: 70

PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 65%

TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: $15,000,000.00

1. NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS: 11	AVERAGE WAGE SCALE: $65.00 /Hr.*
TECHNICIANS: 55	AVERAGE WAGE SCALE: $45.00 /Hr.*
FOREMEN: 77	AVERAGE WAGE SCALE: $35.00 /Hr.*
LABORERS: 157	AVERAGE WAGE SCALE: $30.00 /Hr.*

*Use the fully burdened rate (i.e., taxes, insurance, benefits, OH &P) - This is a prevailing wage project.

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

A. MOTOR VEHICLES

- TYPE: Dump Truck NUMBER: 4
- TYPE: Pick Up Truck NUMBER: 53
- TYPE: Stake NUMBER: 53
- TYPE: Sweeper NUMBER: 1

B POWER EQUIPMENT

- TYPE: Mowers NUMBER: 78
- TYPE: Weed Eaters NUMBER: 118
- TYPE: Blowers NUMBER: 101
- TYPE: Edgers NUMBER: 47

II: REFERENCES

Attach Responses to this question on additional sheets – One sheet per reference

A. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.

B. REFERENCE RESPONSES MUST INCLUDE:

1. NAME AND ADDRESS OF AGENCY;
2. NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
3. CONTRACT NAME(S) / NUMBER(S);
4. ANNUAL CONTRACT AMOUNT(S);
5. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
6. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
6. LENGTH OF CONTRACT(S).

C. **THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:**

1. How many (number) of contracts and years under contract?
2. What are/were the Scope of the contract(s), acreage amounts, location(s)?
3. What are/were the Contract amount(s)?
4. Do/did they have adequate (quantity/quality) staffing?
5. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
6. Does staff have the ability to comprehend/speak English?
7. How are/were the appearance, uniforms, and use of safety equipment?
8. Do/did they have availability of additional personnel for extra work/special projects?
9. Is/was the equipment used in good working order?
10. Do/did they have an effective in-company communications system?
11. How is/was the knowledge of project/contract standards?
12. Do/did they have the ability to respond to complaints/requests in a timely fashion?

II: REFERENCES

Name:	Exposition Park
Address:	700 State Drive Los Angeles, CA 90037
Contact:	Seana Campos, Manager
Phone:	213-744-7454
Contract Amount:	$547,246.00 year
Acreage:	40 Acres
Locations:	Provides grounds and landscape service for Exposition Park
Length of Contract:	2008-Current

15529 ARROW HIGHWAY, IRWINDALE, CA 91706
CA. LANDSCAPE CONTRACTORS LICENSE NO. 592268
TEL. 626 • 960 • 0196 FAX 626 • 960 • 8477

Name:	Rancho Cucamonga
Address:	9153 9th Street Rancho Cucamonga, CA 91730
Contact:	Steve Relph, Supervisor
Phone:	909-477-2730 x4116
Fax:	909-477-2732
Contract Amount:	$1,164,213.00 year
Acreage:	124 Acres
Locations:	Various Locations – all medians in the city
Length of Contract:	1989-Current

Name:	City of Placentia
Address:	401 E. Chapman Ave. Placentia, CA 92870
Contact:	Joe Najera, Supervisor
Phone:	714-238-2422
Contract Amount:	$769,975.00 year
Acreage:	100 Acres
Locations:	Various locations throughout the city
Length of Contract:	1993-Current

13. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
14. How accurate & timely is/was billing/invoicing?
15. Have Contract(s) been successfully completed to term?
16. Would you accept future proposals/bids from this company?

III: PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

A. **Facilities** – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

Mariposa Landscapes, Inc.
11093 Almond Ave
Fontana, CA 92337

Mariposa Landscapes, Inc.
15529 Arrow Highway
Irwindale, CA 91706

B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full and comprehensive response.

1. Equipment:

Weedeater (S)
Backpack blowers (S)
Various hand tools (S)

2. Motor Vehicles:

3/4 ton full size pick up (S)
3/4 ton full size ext. cab pickup (S)
3/4 ton full size irrigation truck (S)
utility trailer (S)

3. Turf Maintenance Power Equipment/Tools:

N/A

4. **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**
(List both powered and hand equipment/tools)

Hedgetrimmer
Stick hedgetrimmer
Pole Saw
Hand Pruner
lopers
Rakes
Brulaps

5. **Irrigation System Maintenance Equipment:**
(List both powered and hand equipment/tools)

Shovels (various)
picks
pipe cutter
pipe wrenches (various)
screw drivers (various)
volt meter
wire tracer
hand held remote
pliers

6. **Fertilizer Application Equipment:**
(List both powered and hand equipment/tools)

walk behind broadcast spreader
hand held broadcast spreader

7. **Pesticide Application Equipment:**
(List both powered and hand equipment/tools)

backpack spayer
100 gallon spray tank (if necessary)

C. **Staff**: - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**
(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

Luis Valenzuela-Maintenance Division Manager, CLT, QAC, Arborist (aslo refer to attached resume
Jaime Garcia-Maintenance Supervisor-QAC (also refer to attached resume)
Forman-to be assigned upon award of contract
Irrigator-to be assigned upon award of contract
Laborer 1-to be assigned upon award of contract
Laborer 2-to be assigned upon award of contract (subject to change or modify)

2. **Tree Trimming/Maintenance:**
(List any ISA or equivalent certified personnel)

Tasks to be performed by Assigned Routine Crew

3. **Irrigation System Maintenance:**
(List technical personnel – include any relevant education, certification, licensing information for each person listed)

Irrigator to be assigned upon award of contract

4. **Pesticide Application:**
(List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.)

Tasks to be performed by Assigned Routine Crew.

IV: PROPOSED PROJECT WORK SCHEDULES

Pages 73-76 contain blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed scheduled for performing the services as describe in Exhibit A. For those services listed under the Technical Provisions found in Exhibit A, Sections 17, A., C., D., E., and G.; 18 A. and B.; and 19 C. 1 (a), refer to the FREQUENCY OF SERVICE TABLE located in Exhibit E, Section V., A Parkways and Medians for **Service Schedule Level 1**, and B Open Spaces (Paseos) **for Service Level 4** on page 77. Use additional sheets as necessary to provide a full and comprehensive response on each of the schedule sheets.

If selected, the awarded Contractor will provide the CSD, within 30 days after contract execution, a mapped work schedule for E-2. Sample mapped work schedules have been provided for reference.

A. MONTHLY SCHEDULE SHEET

1. List all tasks specified to be performed on a weekly or monthly basis for the E-2 area in the box corresponding to the day of the week/month the work is proposed to be performed.

2. Be sure to include administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

B. ANNUAL SCHEDULE SHEET

1. List all tasks specified to be performed for the E-2 area~~s~~ at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which the work is proposed to be performed.

2. Be sure to include any administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

E-2 MONTHLY SCHEDULE SHEET

PARKWAYS – SERVICE SCHEDULE LEVEL 1

OPEN SPACE (PASAEOS) – SERVICE SCHEDULE LEVEL 4

PROPOSED PROJECT WORK SCHEDULES

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 -Debris/litter (partial) -Shrub & GC care (partial) -Weed control (partial) -Irrigation inspect/ adjust -Reports	-Debris/litter (partial) -Shrub & GC care (partial) -Weed control (partial) -Irrigation inspect/ adjust -Reports	NO WORK	NO WORK	NO WORK
WEEK #2 Same as above	Same as above	Same as above	Same as above	Same as above
WEEK #3 Same as above	Same as above	Same as above	Same as above	Same as above
WEEK #4 Same as above	Same as above	Same as above	Same as above	Same as above

E-2 ANNUAL SCHEDULE SHEET

PARKWAYS – SERVICE SCHEDULE LEVEL 1
OPEN SPACE (PASAEOS) – SERVICE SCHEDULE LEVEL 4
PROPOSED PROJECT WORK SCHEDULES

JANUARY Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	**FEBRUARY** Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	**MARCH** Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Pre-emergent Reports
APRIL Routine Maint. Tree,Shrub & GC Care (as necessary) Fertilize shrubs & GC w/ 23-5-10 Reports	**MAY** Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	**JUNE** Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Reports
JULY Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	**AUGUST** Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	**SEPTEMBER** Routine Maint. Tree,Shrub & GC Care (as necessary) Fertilize shrubs & GC w/ 23-5-10 Pre-emergent Reports
OCTOBER Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	**NOVEMBER** Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	**DECEMBER** Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Reports

V: FREQUENCY OF SERVICE TABLES

A. PARKWAYS AND MEDIANS

Service Type	Service Schedule Level 1 (4 Week)	Service Schedule Level 2 (8 Week)	Service Schedule Level 3 (12 Week)
17.A. Turf Care[1]			
Mow/edge/trim	Weekly	Every other week	Every other week
Aeration	Bi-annually (Spring & Fall)	Bi-annually (Spring & Fall)	Annually (Spring)
17.C. Shrub Care			
Prune/trim	Monthly	6x's per year	4x's per year
17.D. Ground Cover			
Prune/trim	Monthly	6x's per year	4x's per year
17.F. 2. Irrigation	Weekly	Weekly	Weekly
17.E. Weed Control			
Weed control	Monthly	6x's per year	4x's per year
17.G. Debris/Litter			
Debris/Litter removal	Weekly	Every other week	Monthly
18.A. Turf Fertilization[1]	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)
18.B. Shrub/Ground Cover Fertilization	2x's per year (April & Sept.)	2x's per year (April & Sept.)	1x per year (April)
19. C. 1. (a) Pre-Emergent Ground covers, shrubs & trees - Pesticide usage criteria[2]	2x's per year (Spring & Fall)	2x's per year (Spring & Fall)	2x's per year (Spring & Fall)
Exhibits G & I Reports	Monthly	Monthly	Monthly
Exhibit H Report	Weekly	Weekly	Weekly

[1]As of the preparation of this Contract, no Turf areas are located within the E-2 Hidden Springs community. This Specification is consistent with CSD landscaped service areas having Turf. Should E-2 add and/or remediate parkway or median locations to include Turf this Specification shall apply.

[2] Specification of month to be approved by Director in advance of application.

B. OPEN SPACE (PASEOS)

Service Schedule Levels	Service Type
Level 1 - (Monthly)	Monthly Maintenance includes: ▪ Weekly irrigation monitoring. ▪ Monthly - Shrub trimming and clearing from trails and fences. ▪ Monthly - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One annual weed abatement.
Level 2 - (Every Other Month)	Every Other Month Mainteance includes: ▪ Monthly irrigation monitoring. ▪ Every Other Month - Shrub trimming and clearance from trails and fences. ▪ Every Other Month - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One Annual weed abatement.
Level 3 - (Quarterly)	Quarterly Maintenance includes: ▪ Monthly irrigation monitoring. ▪ Quarterly - Shrub trimming and clearing from trails and fences. ▪ Quarterly - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One Annual weed abatement.
Level 4 - (Annually)	Annual Maintenance includes: ▪ Monthly irrigation monitoring. ▪ Annual - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One Annual weed abatement.

FREQUENCY OF SERVICE TABLES (continued)

(Sign here) _____

By signing, I hereby acknowledge review of the aforementioned Frequency of Services and have incorporated reference of the frequencies in the Bid Schedule, including the Optional Bid Schedule, and the proposed monthly and annual schedule sheets for the services to be provided consistent with the terms of this Contract.

SAMPLE SERVICE SCHEDULES

A. E-2 - 4 WEEK ROTATION (Service Schedule Level 1)

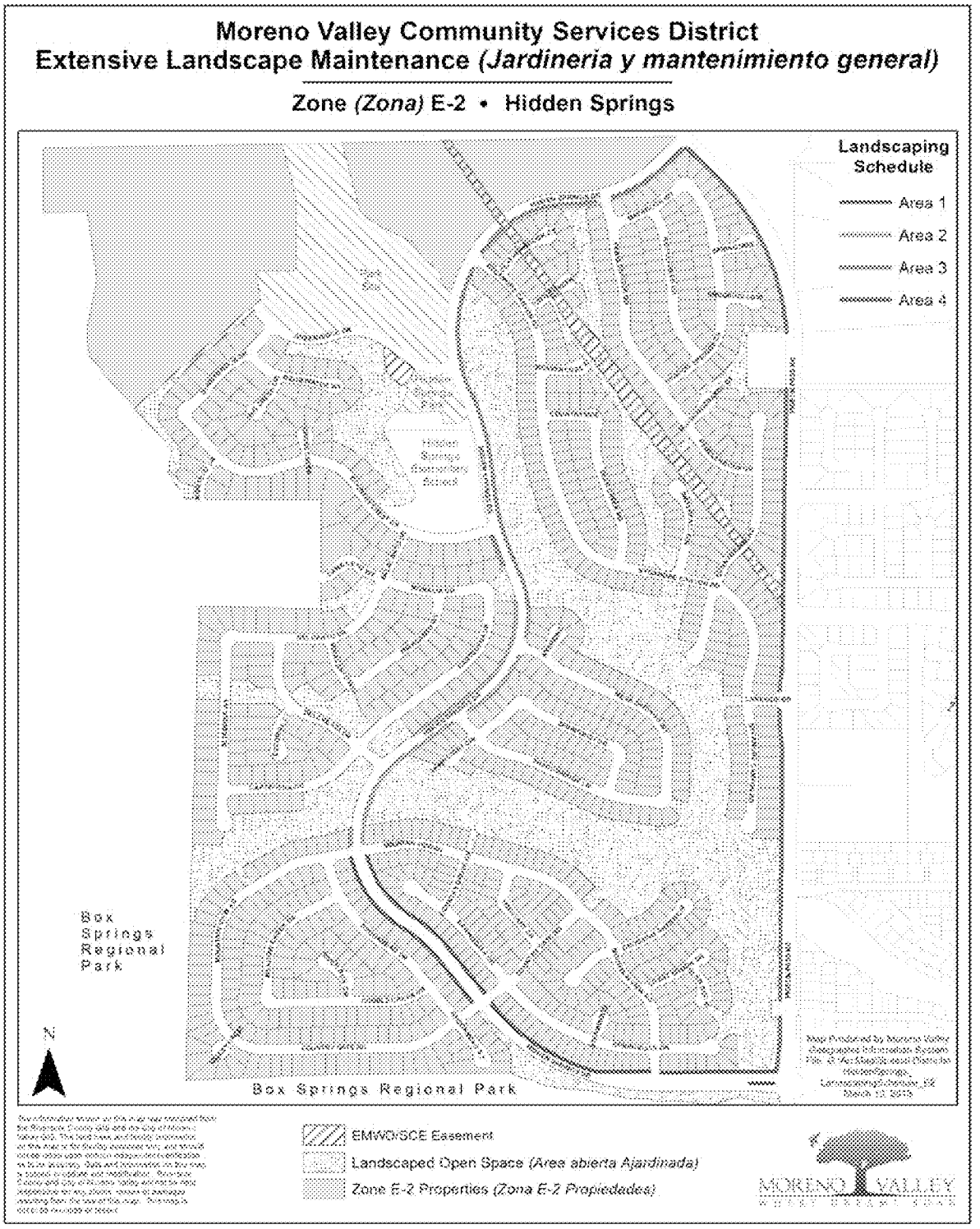

B. E-2 - 8 WEEK ROTATION (Service Schedule Level 2)

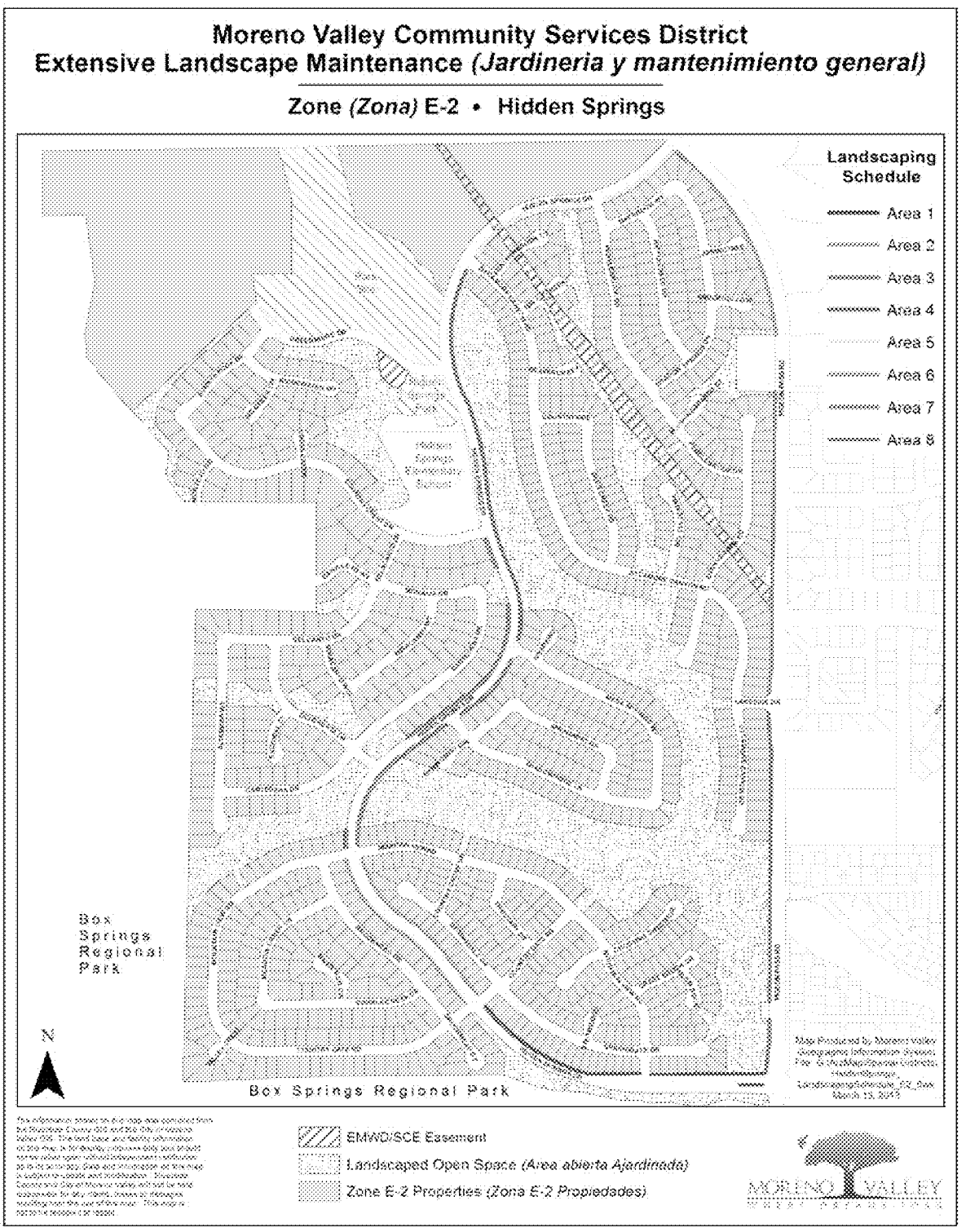

C. E-2 - 12 WEEK ROTATION (Service Schedule Level 3)

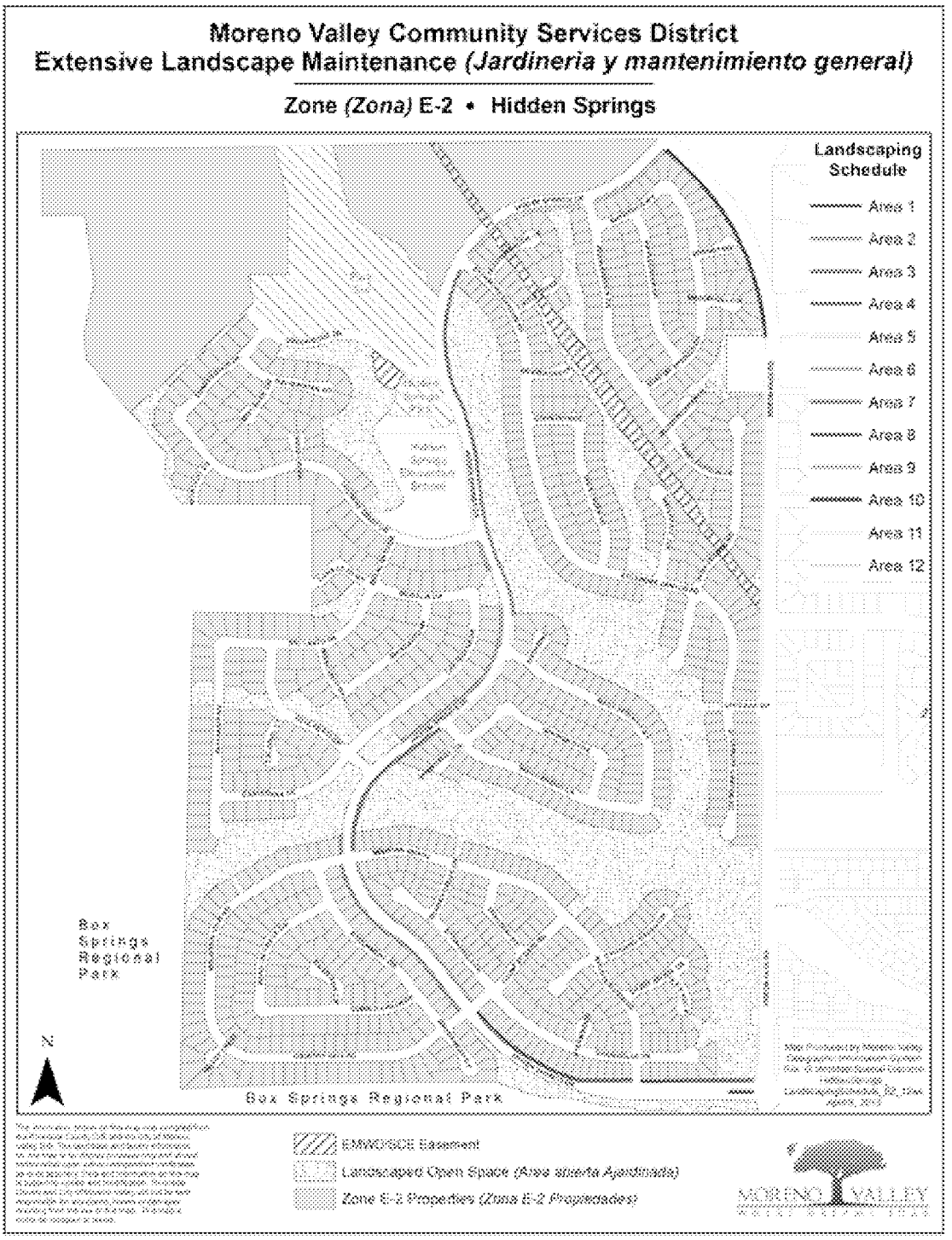

VII. PROPOSED ANNUAL MATERIAL SCHEDULE

A. Fertilizers:

List the fertilizers to be furnished to execute work tasks specified in Exhibit A. Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
23-5-10	2,000 lbs	$2,048.00
Misc	1 lump sum	$150.00

B. Pesticides:

List pesticides to be furnished to execute work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Glyphosate	7 gallons	$274.00
Pre-emergent	4 gallons	$308.00
Fumitoxin	6 flasks	$336.00
Misc chemicals	1 lump sum	$150.00

VIII. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

A. Communications:

The General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Scope of Services specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

All communications will be routed through our main office and dispatch center in Irwindale. A 24-hour "800" number will be provided to the City of Moreno Valley and will use all of the current communication methods such as two way radios, and cellular phones.
The Supervisor responsible for the crew and foreman performing the work is in daily communication with the foreman personally or by cellular phone, or radio communications to insure that the schedule of work operations is followed in strict accordance to the guidelines of the contact. Furthermore, the Supervisor routinely inspects the job site by walking it with his foreman or crew, identifying areas of concern and keeping the Branch Manager in charge of landscape maintenance operations informed as to the condition of the sites in question. All work not in compliance in the opinion of the Supervisor will be addressed immediately through specific instructions to the foreman and crew to perform the corrective work. Our office is open for communications from 5:30am to 4:30pm, Monday-Friday and we are available 24 hours a day through the answering service to address emergency call outs. We have a full support staff of mechanics that can respond to emergencies immediately and a depth of replacement equipment that will allow us to stay consistent with our schedules.

B. Traffic Safety:

The General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

We pride ourselves in safety. Our company's goal is to have no work-related injuries. Mariposa strongly believes that a clean, safe and healthy environment should be provided for all employees. Every reasonable precaution is taken to provide all employees with a safe place to work including on job locations.
Mariposa periodically conduct training for various safety topics and issues, from defensive driving to driving in wet/icy weather.
Our company follow the WATCH manual when it comes to conducting traffic control on projects in traffic areas. Mariposa also conducts periodic training on the WATCH manual.
Mariposa owns and utilize arrow boards, delineators, cones, signs and any other necessary traffic control equipment (as necessary).

C. Greenwaste Recycling:

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

Mariposa Landscapes, Inc. uses effort to initiate "green" environment and energy conservation. Our company has a recycling program for green waste and paper products. We implement this program at our local offices and at all the job sites.

Mariposa will provide the City of Moreno Valley any documentation necessary to meet the mandate such as receipts and any other documentation.
For this project site, one potential location to take the greenwaste is:

Robert A. Nelson Transfer Station
1830 Agua Mansa Road
Riverside, CA 92509
(951) 786-0655

IX. LIST OF SUBCONTRACTORS

A. SUBCONTRACTORS:

In compliance with the provisions of Government Code, Section 4102, the undersigned Proposer sets forth the name and location (address) of the place of business of each subcontractor who will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
None		

X. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE _____

PRINTED NAME Terry Noriega

TITLE President

COMPANY NAME Mariposa Landscapes, Inc.

DATE May 8, 2013

XI. PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the Moreno Valley Community Services District and Mariposa Landscapes, Inc., and further, the aforesaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind Mariposa Landscapes, Inc. to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT (PRINTED), SIGNED AND DATED

SIGNATURE _____

NAME Terry Noriega

TITLE President

COMPANY NAME Mariposa Landscapes, Inc.

DATE May 8, 2013

I. SCHEDULE II

BID SCHEDULE

PROPOSER: ~~Mariposa Landscapes, Inc.~~
(Company Name)

A. SERVICE SCHEDULES:

1. E-2 (Hidden Springs) ~~& E-16 (Shadow Mountain)~~ Parkways & Medians - Current Service – Level 1

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 LANDSCAPED PARKWAYS & MEDIANS	Planter:265,280 sq. ft.	0.0165 $	4,377.12 $	52,525.44 $
~~E-16 LANDSCAPED PARKWAYS & MEDIANS~~	~~Planter:118,002 sq. ft.~~	$	$	$
PARKWAYS & MEDIANS TOTAL		0.0165 $	4,377.12 $	52,525.44 $

2. E-2 (Hidden Springs) Open Space (Paseos) - Current Service –Service – Level ~~1~~ 2

~~SITE~~	~~ESTIMATED AREA (sq. footage)~~	~~COST PER SQ. FT. PER OCCURRENCE~~	~~COST PER MONTH~~	~~COST PER TWELVE MONTHS~~
~~E-2 OPEN SPACE (PASEOS)~~	~~Planter:3,308,892 sq. ft.~~	0.00083 $	2,746.38 $	32,956.56 $
~~OPEN SPACE (PASEOS)TOTAL~~		$	$	$

~~E-2 & E-16 Landscaped Parkways & Medians and E-2 Open Space (Paseos) TOTAL AMOUNT OF SERVICE~~	0.00083 $	2,746.38 $	32,956.56 $

The Total Amount of the Service shall be the combined total cost for twelve (12) months of service based upon the totals in A. 1. E-2 (Hidden Springs) ~~and E-16~~ Parkways and Medians – Service Schedule Level 1 and A. 2 E-2 (Hidden Springs) Open Space (Paseos) – Service Schedule Level ~~1~~ 2 as listed on the preceding page:

Figures: $85,482 and 00 /100's Dollars

Words: Eighty Five Thousand Four Hundred Eighty two Dollars and 00 /100's Dollars

All work shall be performed in accordance with the terms and conditions of this Independent Contractor Agreement, which includes all General and Technical Provisions as outlined herein for the Full or Reduced Services. Any modification to the number of occurrences for any service shall be made per written direction by the District. Service occurrences may be modified with 30 days advance written notice by the District.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway, irrigation, and landscaping as set forth in Exhibit A of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 1, 2 has/have been received and is/are made a part of this proposal.

President June 6, 2013

(AUTHORIZED SIGNATURE AND TITLE) (DATE)

B. OPTIONAL SERVICE LEVELS

1. E-2 (Hidden Springs) ~~& E-16 (Shadow Mountain)~~ Parkways & Medians

- Service Schedule Level 2 – Optional Service

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 LANDSCAPED PARKWAYS & MEDIANS	Planter:265,280 sq. ft.	0.0115 $	3,050.72 $	36,608.64 $
~~E-16 LANDSCAPED PARKWAYS & MEDIANS~~	~~Planter:118,002 sq. ft.~~	$	$	$

- Service Schedule Level 3 – Optional Service

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 LANDSCAPED PARKWAYS & MEDIANS	Planter:265,280 sq. ft.	0.0103 $	2,732.38 $	32,788.61 $
~~E-16 LANDSCAPED PARKWAYS & MEDIANS~~	~~Planter:118,002 sq. ft.~~	$	$	$

2. E-2 (Hidden Springs) Open Space (Paseos)

- Service Schedule Level 1 – Optional Service

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 OPEN SPACE (PASEOS)	Planter:3,308,892 sq. ft.	0.00152 $	5,029.52 $	60,354.19 $

PROPOSER: Mariposa Landscapes, Inc.
(Company Name)

President June 6, 2013
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

OPTIONAL SERVICE LEVELS (Continued)

E-2 (Hidden Springs) Open Space (Paseos)

- **Service Schedule Level ~~2~~ 4 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 OPEN SPACE (PASEOS)	Planter:3,308,892 sq. ft.	0.00061 $	2,018.42 $	24,221.09 $

- **Service Schedule Level 3 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 OPEN SPACE (PASEOS)	Planter:3,308,892 sq. ft.	0.00078 $	2,580.94 $	30,971.23 $

PROPOSER: Mariposa Landscapes, Inc.
(Company Name)

President June 6, 2013
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

C. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work and Routine Irrigation Repair shall include, but are not limited to, those situations where Additional Work may be required, as referenced in Exhibits A and C.

UNIT PRICES (Includes all labor and materials)

1. 1 gal. shrub/vine/ground cover in place	@	$7.00	ea
2. 5 gal. shrub/vine/ground cover in place	@	$18.00	ea
3. 5 gal. tree in place (stakes included)	@	$30.00	ea
4. 15 gal. tree in place (stakes included)	@	$75.00	ea
5. 24" box tree in place (stakes included)	@	$250.00	ea
6. 36" box tree in place (guy wires included)	@	$750.00	ea
7. Flat of ground cover in place	@	$25.00	ea
8. Fertilizer application	@	$0.02 per sf	ea
9. Planter bed mulch in place	@	$40.00	/cu. yd
10. Additional labor	@	$30.00	/man hour
11. Additional Irrigation Technician	@	$45.00	/man hour

PROPOSER: Mariposa landscapes, Inc.
(Company Name)

President May 8, 2013
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

D. ROUTINE IRRIGATION REPAIR PRICES

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

1. Irrigation repair parts for routine repairs @ cost plus 15 %

2. Unit prices for Additional Work (additional landscape areas) per Exhibit C, Section 2.

   A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable).

   $ .02 /sq. ft./mo.

   B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable).

   $ .025 /sq. ft./mo.

3. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: Mariposa Landscapes, Inc.
(Company Name)

President May 8, 2013
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

II. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, (Schedule II) A. "Bid Schedule"):

Eighty Five Thousand Four Hundred Eighty Two Dollars and Zero Cents.
(Dollar Amount in Words)

$ 85,482.00
(Dollar Amount in Figures)

Date: June 6, 2013

Proposer: Mariposa Landscapes, Inc.
(Company Name)

By: [signature]
(Signature)

Title: President

State License Number and Classification: Lic. No. 592268, Class : C-27, A, C61/D49

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF California

PRESIDENT [signature]

(Corporate Seal)

SECRETARY [signature]

III. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

~~Accom~~panying this proposal is a cashier's check, a certified check, or a Proposal Surety Bond for 10% of BID AMOUNT, payable to the Moreno ~~Valley Community Services~~ District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated May 8, 2013

Signature of Proposer _____

By _____

Address of Proposer _____

_____

Telephone Number of Proposer ( ) _____

Names and Addresses of Members of the Company:

Terry Noriega, President

Antonio Valenzuela, Secretary

(If a Corporation)

Signature of Proposer _____

By Terry Noriega

Title President

Business Address 15529 Arrow Highway

Irwindale, CA 91706

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of California

State License Number and Classification Lic. No. 592268, Class: C-27, A, C61/D49

PRESIDENT

SECRETARY

TREASURER

(Corporate Seal)

IV. PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Mariposa Landscapes, Inc.

_____, as

principals, and The Ohio Casualty Insurance Company, a duly

authorized corporate surety: Business Address 790 The City Drive South, Suite 200,

Orange, CA 92868,

Phone 714-634-3311, are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of Ten Percent of the Total Amount Bid Dollars, ($ 10%), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly, and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about to hand in and submit to the Board of Directors of the Moreno Valley Community Services District, a proposal for **PROJECT NO. E-2 ~~AND E-16/~~13-14 -, HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~ MAINTENANCE OF PARKWAY, MEDIAN & OPEN SPACE LANDSCAPING AND IRRIGATION**, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said Board of Directors, and if the said principal shall fail or neglect to enter into a Contract therefore within the required time, then in that case the undersigned obligors will pay to the Moreno Valley Community Services District the full sum of Ten Percent of the Total Amount Bid Dollars,

($ 10%), as liquidated damages for such failure and neglect.

WITNESS our hands this 18th day of April, 20 13.

(SIGNATURE PAGE FOLLOWS)

Proposal Surety Bond (cont.)

PRINCIPAL	CORPORATE SURETY
Name: Mariposa Landscapes, Inc.	Name: The Ohio Casualty Insurance Company
Address: 15529 Arrow Highway	Address: 790 The City Drive South, Suite 200
Irwindale, CA 91706	Orange, CA 92868
Tel. No.: 626-960-0196	Tel. No.: 714-634-3311
By:	By: Attorney-in-Fact Jeffrey R. Gryde

SIGNING INSTRUCTIONS

- **The Bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.**
- **The Bond shall include attached Notary Certificates for the Attorney-in-Fact and the Principal.**
- **The Bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).**
- **The Bond shall include the address at which the Principal and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).**

If any of the above items are omitted, the proposal will be considered non-responsive and will be rejected.

790 The City Drive South, Suite 200, Orange, CA 92868

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5901255

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jeffrey R Gryde

all of the city of Laguna Niguel, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of December, 2012.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: _____
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 19th day of December, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of April, 20 13.

By: _____
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of Orange

On April 18, 2013 before me, **P Zeis, Notary Public**, personally appeared **Jeffrey R. Gryde**
Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

NRO1 P. ZEIS COMM. #1974059 Notary Public - California Orange County My Comm. Expires Apr. 29, 2016 NRO1

Signature _____

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____ Document Date _____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

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- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/~~they~~ - is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On May 8, 2013 before me, J. Cho, Notary Public,
(Here insert name and title of the officer)

Personally appeared Terry Noriega, President,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

J. CHO
COMM # 2002552
Notary Public - California
LOS ANGELES COUNTY
My Commission Expires Dec. 30, 2016
AER1 AER1

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

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- ☐ Individual(s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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- Securely attach this document to the signed document.

V. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF)§

(NAME) Terry Noriega, affiant being first duly sworn, deposes and says:

That he or she is President of
(sole owner, partner or other proper title)

Mariposa Landscapes, Inc.
(Contractor)

the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: Mariposa Landscapes, Inc.

Bidder's Address:
15529 Arrow Highway, Irwindale, CA 91706

Telephone No.: (626) 960-0196

(Signature of Bidder) President (Title)

ALL SIGNATURES MUST BE NOTARIZED

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On May 8, 2013 before me, J. Cho, Notary Public,
(Here insert name and title of the officer)

Personally appeared Terry Noriega, President,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

J. CHO
COMM # 2002552
Notary Public - California
LOS ANGELES COUNTY
My Commission Expires Dec. 30, 2016
AER1 AER1

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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- Securely attach this document to the signed document.

EXHIBIT F: PREVAILING WAGE DETERMINATION

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

DETERMINATION: SC-LML-2008-1
ISSUE DATE: February 22, 2008
EXPIRATION DATE OF DETERMINATION: December 31, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

		Employer Payments					Straight-Time		Overtime
LOCALITY:	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2X
Imperial	$8.00	-	-	[a] 0.115	0.17	-	8	[b] 8.285	[b] 12.285
Inyo, Mono and San Bernardino	8.00	-	-	0.30	0.17	-	8	8.47	12.47
Kern	8.00	-	-	[c] 0.16	0.17	-	8	[b] 8.33	[b] 12.33
	10.00	-	-	[d] 0.27	0.46	-	8	[b] 10.73	[b] 15.73
Los Angeles	8.00	0.89	-	[e] 0.115	0.14	-	8	[b] 9.145	[b] 13.145
Orange	8.00	-	-	[f] 0.11	0.11	-	8	[b] 8.22	[b] 12.22
Riverside	8.00	-	-	[g] 0.20	0.16	-	8	[b] 8.36	[b] 12.36
San Diego	8.00	-	-	0.22	0.115	-	8	8.335	12.335
	8.00	-	-	0.24	0.12	-	8	8.36	12.36
San Luis Obispo	8.00	-	-	[h] 0.15	0.15	-	8	8.30	12.30
	8.00	-	-	[i] 0.16	0.16	-	8	8.32	12.32
Santa Barbara	8.00	-	-	[h] 0.12	0.12	-	8	[b] 8.24	[b] 12.24
	8.00	-	-	[i] 0.13	0.13	-	8	[b] 8.26	[b] 12.26
Ventura	8.00	-	-	0.115	0.16	-	8	8.275	12.275
	8.00	2.87	-	[j] 0.19	0.26	-	8	[b] 11.42	[b] 15.42

Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

[a] $0.22 after 3 years of service.
[b] Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
[c] $0.31 after 2 years of service.
[d] $0.54 after 2 years of service: $0.81 after 3 years of service.
[e] $0.24 after 3 years of service: $0.37 after 7 years of service.
[f] $0.22 after 4 years of service.
[g] $0.40 after 3 years of service.
[h] $0.23 after 2 years of service.
[i] $0.27 after 2 years of service.
[j] $0.38 after 3 years of service.
[k] $0.29 after 2 years of service.
[l] $0.31 after 2 years of service.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Travel and subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

18C

EXHIBIT G: MONTHLY LANDSCAPE SERVICES REPORT FORM

MONTHLY LANDSCAPE SERVICES REPORT
PROJECT NO._____ MORENO VALLEY COMMUNITY SERVICES DISTRICT MONTH OF _____, 20___

MAINTENANCE • DATE(S) • AREA • SERVICE TYPE: MOW/EDGE TRIM/PRUNE-WEED LITTER-IRRIGATION ETC.	FERTILIZER • DATE(S) • AREA • PRODUCT/ANALYSIS • AMOUNT/AREA • CROP	PESTICIDES • DATE(S) • PRODUCT USED • AMOUNT USED • AREA • TARGET PEST	COMPLAINTS • DATE(S) RECEIVED • AREA/LOCATION • COMPLAINT/ACTION • DATE CORRECTED • CORRECTIVE ACTION	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED • CORRECTIVE ACTION
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

EXHIBIT H: WEEKLY IRRIGATION REPORT FORM

WEEKLY IRRIGATION REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT

CONTROLLER NO. _____ FOR MONTH OF _____, 20___

STATION NO. _____ PROJECT NO._____

	DATE(S) CHECKED	PROBLEM(S) IDENTIFIED	CORRECTIVE ACTIONS • DATE CORRECTED • CORRECTIVE ACTION DETAILS	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

EXHIBIT I: GREENWASTE REPORT FORM

MORENO VALLEY COMMUNITY SERVICES DISTRICT
-MONTHLY GREENWASTE REPORT-
FOR

MONTH:_____YEAR:_____

1. **Source of greenwaste (Project No./Location):_____**

   _____

2. **Amount of greenwaste generated from above source (by weight):**
   _____LBS. –or- TONS.

3. Name, address, and phone number of recycle accepting greenwaste:

   - **Company Name:_____**
   - **Address: _____**

     _____
   - **Phone Number: (_____)_____**

4. **Amount of greenwaste-source products (mulch, compost, top dressing, and soil amendments, etc.) furnished to Project (by weight):**

   _____LBS. -or- TONS.

5. **Name, address, and phone number of recycle supplying greenwaste-source products to Project (if different from No. 3 above):**

   _____

   _____

   _____

6. **Number of times turf mowed this month:_____**

7. **Number of times turf mowed without clippings caught:_____**

CONTRACTOR:_____

ADDRESS:_____

PHONE:_(_____)_____

MORENO VALLEY
WHERE DREAMS SOAR

April 9, 2013

ADDENDUM NO. 1

CITY OF MORENO VALLEY
HIDDEN SPRINGS (E-2) AND
SHADOW MOUNTAIN (E-16)
MAINTENANCE OF PARKWAY, MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION
RFP NO. 12/13-10
PROJECT NO. E-2 AND E-16/13-14

The changes, omissions, and/or additions to the contract documents as noted on the attached shall apply to proposals made for and to the execution of the various parts of the work affected thereby; all other conditions shall remain the same.

Careful note of the Addendum shall be taken by all parties of interest so that the proper allowances may be made in strict accordance with Addendum No. 1 and all trades shall be fully advised in the performance of the work, which will be required of them.

In case of conflict between the contract documents and this Addendum, Addendum No. 1, this addendum shall govern.

CONTRACT DOCUMENT CHANGES – ADDENDUM 1

- Exhibit E, Section V: FREQUENCY OF SERVICE TABLE, Letter A. – Page 77. The following revision has been made to the original RFP document as follows:

  - Addition of 17. F. 2. Irrigation system will be checked on a weekly basis for all service levels. Irrigation system should be maintained in a working order at all times.

  - Revision of 19. C. 1. (a) Includes reference to Pre-emergent. No other change has been made to this frequency other than the addition of pre-emergent.

Attached is the revised page 77 with the aforementioned revision to be included with your proposal submission.

I: FREQUENCY OF SERVICE TABLES

A. PARKWAYS AND MEDIANS

Service Type	Service Schedule Level 1 (4 Week)	Service Schedule Level 2 (8 Week)	Service Schedule Level 3 (12 Week)
17.A. Turf Care[1]			
Mow/edge/trim	Weekly	Every other week	Every other week
Aeration	Bi-annually (Spring & Fall)	Bi-annually (Spring & Fall)	Annually (Spring)
17.C. Shrub Care			
Prune/trim	Monthly	6x's per year	4x's per year
17.D. Ground Cover			
Prune/trim	Monthly	6x's per year	4x's per year
17.F. 2. Irrigation	Weekly	Weekly	Weekly
17.E. Weed Control			
Weed control	Monthly	6x's per year	4x's per year
17.G. Debris/Litter			
Debris/Litter removal	Weekly	Every other week	Monthly
18.A. Turf Fertilization[1]	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)
18.B. Shrub/Ground Cover Fertilization	2x's per year (April & Sept.)	2x's per year (April & Sept.)	1x per year (April)
19. C. 1. (a) Pre-Emergent Ground covers, shrubs & trees - Pesticide usage criteria[2]	2x's per year (Spring & Fall)	2x's per year (Spring & Fall)	2x's per year (Spring & Fall)
Exhibits G & I Reports	Monthly	Monthly	Monthly
Exhibit H Report	Weekly	Weekly	Weekly

[1]As of the preparation of this Contract, no Turf areas are located within the E-2 Hidden Springs or E-16 Shadow Mountin communities. This Specification is consistent with CSD landscaped service areas having Turf. Should either E-2 or E-16 add and/or remediate parkway or median locations to include Turf this Specification shall apply.

[3] Specification of month to be approved by Director in advance of application.

B. OPEN SPACE (PASEOS)

Service Schedule Levels	Service Type
Level 1 - (Monthly)	Monthly Maintenance includes: ▪ Weekly irrigation monitoring. ▪ Monthly - Shrub trimming and clearing from trails and fences. ▪ Monthly - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One annual weed abatement.
Level 2 - (Every Other Month)	Every Other Month Mainteance includes: ▪ Monthly irrigation monitoring. ▪ Every Other Month - Shrub trimming and clearance from trails and fences. ▪ Every Other Month - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One Annual weed abatement.
Level 3 - (Quarterly)	Quarterly Maintenance includes: ▪ Monthly irrigation monitoring. ▪ Quarterly - Shrub trimming and clearing from trails and fences. ▪ Quarterly - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One Annual weed abatement.
Level 4 - (Annually)	Annual Maintenance includes: ▪ Monthly irrigation monitoring. ▪ Annual - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One Annual weed abatement.

April 25, 2013

ADDENDUM NO. 2

CITY OF MORENO VALLEY
HIDDEN SPRINGS (E-2) ~~AND~~
~~SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY, MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION
RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14

The changes, omissions, and/or additions to the contract documents as noted on the attached shall apply to proposals made for and to the execution of the various parts of the work affected thereby; all other conditions shall remain the same.

Careful note of the Addendum shall be taken by all parties of interest so that the proper allowances may be made in strict accordance with Addendum No. 2 and all trades shall be fully advised in the performance of the work, which will be required of them.

In case of conflict between the contract documents and this Addendum, Addendum No. 2, this addendum shall govern.

CONTRACT DOCUMENT CHANGES – ADDENDUM 2

- Throughout the entirety of RFP NO. 12/13-10, PROJECT NO. E-2 AND E-16/13-14 all reference to E-16 or E-16 (Shadow Mountain) has been stricken (lined through). Proposals should only be made on those portions of the RFP that reference E-2 (Hidden Springs) parkways, medians and open spaces.

- Submittal deadline has been changed from 2:00 P.M., THURSDAY, APRIL 25, 2013, TO 2:00 P.M., WEDNESDAY, MAY 8, 2013. **ALL PROPOSALS MUST BE RECEIVED BEFORE 2:00 P.M., WEDNESDAY, MAY 8, 2013.**

- Exhibit A, Section 1 C. (page 30): Title change from "Financial and Management Services Director" to "Chief Financial Officer/City Treasurer".

- Exhibit A, Section 3. E., (page 33) : First sentence should reference the… individuals or agencies listed in Exhibit A, Section 3., paragraph F.

- Exhibit A, Section 3. F. 2. (page 33): Title change from "Financial and Management Services Director" to "Chief Financial Officer/City Treasurer".

- Exhibit A, Section 8. D. (page 37): First sentence the words "Exhibit A" have been added before Section 3, paragraph B.

- Exhibit A, Section 18, A. 1. (page 48).: First sentence should be modified from "Section 17, No. 14 f ." to "Exhibit A, Section 17, No. 14 e."

- Exhibit A, Section 18, A. 5 (page 49): the words "Exhibit A" were added before "Section 8".

- Exhibit A, Section 18, B. 4 (page 50): the words "Exhibit A" were added before "Section 8".

- Exhibit A, Section 18, B. 6 (page 50): the words "Exhibit A" were added before "Section 3" and "Section 8".

- Exhibit A, Section 18, C. 3 (page 50): the words "Exhibit A" were added before "Section 8" and "Section 8".

- Exhibit A, Section 18, C. 6 (page 51): the words "Exhibit A" were added before "Section 3" and "Section 8".

- Exhibit A, Section 19, A. 5 (page 51): the words "Exhibit A" were added before "Section 8".

- Exhibit A, Section 19, B. 2 (page 52): the words "Exhibit A" were added before "Section 3" and "Section 8".

- Exhibit A, Section 21, (page 57) Project Location Maps is changed to Project Location Map.

- Exhibit A, Section 21, (page 58) Zone E-16 map is lined through (should not be referenced).

- Exhibit B, Section 1, A (page 59): Title change from "Financial and Management Services Director" to "Chief Financial Officer/City Treasurer".

- Exhibit C, Section 1, A (page 60): Department Title change from "Public Works Department" to "Financial and Management Services Department".

- Exhibit E, Section IV., (page 74) monthly schedule sheet for E-16 has been lined out. Do not complete with the submission.

- Exhibit E, Section IV. (page 76) annual schedule sheet for E-16 has been lined out. Do not complete with the submission.

- Exhibit E, Section IV., (page 74) monthly schedule sheet for E-16 has been lined out. Do not complete with the submission.

- Exhibit E, Sample Service Schedules, C., for E-2 (page 81) map has been correct to reflect 12 service areas as identified under Landscaping Schedule

- Exhibit E, Sample Service Schedules, D., for E-16 (page 82) has been lined out. Do not reference in the proposal submission.

- Exhibit E, I., Schedule II, A., (page 89) E-16 has been lined out, do not submit proposal costs on any E-16 area.

- Exhibit E, I., Schedule II, B, (page 91) E-16 has been lined out, do not submit proposal costs on any E-16 area.

Attached is the revised RFP with the aforementioned changes and includes the Frequency of Service Table updates as referenced in Addendum No. 1.

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CONTRACT DOCUMENTS

FOR

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14

HIDDEN SPRINGS (E-2) AND
~~SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY, MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

MANDATORY PRE-SUBMITTAL MEETING
9 A.M., TUESDAY, APRIL 9, 2013
SPECIAL DISTRICTS CONFERENCE ROOM, CITY HALL ANNEX 1
14331 FREDERICK ST., SUITE 6
MORENO VALLEY, CA, 92553

PROPOSAL SUBMISSION DATE
2 P.M., WEDNESDAY MAY 8, 2013 ~~THURSDAY, APRIL 25, 2013~~
CITY CLERK'S OFFICE, CITY HALL
14177 FREDERICK ST.
MORENO, VALLEY, CA 92552-0805

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NOTICE REQUESTING PROPOSALS

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

Proposers are invited to submit a response to the Request For Proposal, RFP No 12/13-10, Project No. E-2 ~~and E-16~~/13-14 Hidden Springs (E-2) ~~and Shadow Mountain (E-16)~~ Maintenance of Parkway Median and Open Space Landscaping and Irrigation for the purpose of providing landscape maintenance services for the parkway and median landscaped areas of Hidden Springs (E-2) ~~and Shadow Mountain (E-16)~~ along with the open space paseo areas of Hidden Springs (E-2) under the direction of the City of Moreno Valley Community Services District (CSD) for twelve (12) months, with the possibility of contract extensions for up to four (4) additional one (1) year contract extensions.

RECEIPT OF PROPOSAL:

Sealed proposals will be received by the office of the City Clerk, located in the City Hall building, at 14177 Frederick Street, Moreno Valley, California, 92553 SUBMISSIONS MUST BE SENT SO THEY ARE RECEIVED IN THE CITY CLERK'S OFFICE BEFORE 2:00 P.M. on **WEDNESDAY, MAY 8, 2013** ~~THURSDAY, April 25, 2013~~. **Late submissions will not be accepted and postmarks will NOT constitute receipt of a proposal**.

OBTAINING CONTRACT DOCUMENTS:

You may download the RFP and Contract documents (document set) from the City's website at www.moval.org or, the document set may be obtained from the City of Moreno Valley Finance Department, located in the Moreno Valley City Hall, at 14177 Frederick Street, Moreno Valley, CA 92553, 1st floor customer service front counter, for a nonrefundable twenty-five dollar ($25.00) charge per set to cover printing costs. The RFP and contract documents may also be received by mail by contacting the SPECIAL DISTRICTS DIVISION OFFICE at 951.413.3480 or by email at SpecialDist@moval.org to request having document set(s) mailed. A five dollar ($5.00) mailing charge per set, plus twenty-five dollar ($25.00) per set printing cost is required prior to having document sets mailed.

MANDATORY PRE-SUBMITTAL MEETING:

A **mandatory** pre-submittal meeting will be held at **9:00 A.M. on MONDAY, APRIL 9, 2013 in the TECHNOLOGY SERVICES CONFERENCE ROOM located in Annex 1. The Annex building is located south of City Hall at 14331 Frederick Street, Suite 6, Moreno Valley, CA 92553.** COMPANIES WISHING TO SUBMIT A PROPOSAL FOR THIS PROJECT ARE REQUIRED TO ATTEND THIS MEETING. **Late arrivals will be denied entrance to this meeting.**

PROPOSAL GUARANTEE:

Each proposal shall be accompanied by a certified or cashier's check or surety bond in an amount equal to ten percent (10%) of the total proposal price, payable to the Moreno Valley Community Services District (CSD) as a guarantee that if the proposer's proposal, is accepted, the proposer will promptly execute the Contract, and secure Worker's Compensation Insurance. The Moreno Valley Community Services District (District) will retain the proposal guarantees from all companies whose proposals are selected for consideration until such time as the Contract is fully executed. Submitted proposal guarantees by all other proposers will be released within thirty (30) days after the date the awarded Contract is fully executed.

WAGE RATES:

Pursuant to provision of Section 1773 of the Labor Code of the State of California, the District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. The proposer whose proposal receives the Award of Contract and becomes the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code throughout the term of this contract.

STATE LICENSE:

Contractors submitting proposals shall hold a valid California State Contractor's License which shall be a Class C-27. The Contractor's California State License Number and Classification shall be clearly stated on the Proposer's Proposal.

OWNER'S RIGHT RESERVED:

Within such limits as may be prescribed by law, the Board of Directors of the Moreno Valley Community Services District reserves the right to reject any and all proposals, to accept, reject, or waive minor variances and/or any informality in a proposal, or to accept the proposal or proposals that best serve the interests of the District.

CONTRACT/ACREAGE LIMITATION:

The Moreno Valley Community Services District divides parkway and median landscape maintenance sites into separate and distinct Contract Service Areas. The District has historically adhered to these guidelines of limiting awards of maintenance service contracts based on contract and acreage limits to more fairly and evenly distribute maintenance contracts among various contracting entities to decrease the risk to the District in the event of non-performance by a Contractor to perform the contracted maintenance services. **However in the interest of the community being served, the Moreno Valley Community Services District reserves the right to limit or waive the requirements of this Section.**

Said Contract/Acreage Limitations are as follows:

- No single contracting company or entity may hold District maintenance contracts whose combined Base Compensation is valued at more than forty percent (40%) of the total Base Compensation cost of all of the District's Service Area contracts;

-AND-

- No single contracting company or entity may hold District maintenance contracts whose combined acreage totals more than sixty percent (60%) of the total acreage of all District Service Areas.

For technical information relating to the details of the proposed project and/or proposal requirements, please contact the City of Moreno Valley, Department of Public Works, Special Districts Division at 951. 413.3480.

By Order of the Board of Directors of the Moreno Valley Community Services District.

_____
City Clerk in the Capacity of Secretary to the Board of Directors of the Moreno Valley Community Services District

RFP SUBMITTAL 'CHECK-OFF' LIST

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

The following check list (together with the necessary, and where required, notarized original documentations) must be completed, signed and included with the sealed bid envelopes for the RFP to be considered responsive:

☐ **INCLUDE THIS COMPLETED SIGNED 'CHECK-OFF' LIST WITH SCHEDULE I:**

Company Name (Please print)	Company Address (Please print)
Authorized Signature	Company Phone Number
	Fax Number

SUBMIT THREE DOCUMENT SETS (ONE ORIGINAL & TWO COPIES FOR EACH SCHEDULE):

☐ **SCHEDULE I** - **VENDOR INFORMATION** (Form filled out in its entirety) along with the following:

- ☐ REFERENCES (Minimum of three (3) current public agencies that have been successfully completed within the last two (2) years.)
- ☐ PROPOSED FACILITIES, EQUIPMENT & STAFFING SCHEDULE
- ☐ PROPOSED PROJECT WORK SCHEDULES
  - ☐ MONTHLY SCHEDULE SHEETS FOR ~~EACH~~ E-2 ~~& E-16~~
  - ☐ ANNUAL SCHEDULE SHEETS FOR ~~EACH E-2~~ & ~~E-16~~
- ☐ FREQUENCY OF SERVICE TABLE (signed acknowledging min. frequencies per service level)
- ☐ PROPOSED ANNUAL MATERIAL SCHEDULE
- ☐ COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING SHEETS
- ☐ LIST OF DESIGNATED SUBCONTRACTORS
- ☐ CERTIFICATION OF NON-DISCRIMINATION
- ☐ PROPOSAL AFFIRMATION
- ☐ CERTIFICATION OF NON-DISCRIMINATION

☐ **SCHEDULE II** - **BID SCHEDULE** (Filled out, signed and dated) along with the following:

- ☐ OPTIONAL SERVICE LEVELS SHEET (signed and dated)
- ☐ ADDITIONAL WORK PRICE LIST (signed and dated)
- ☐ CONTRACT PROPOSAL SHEET (completed, signed, & corporate seal, if incorporated)
- ☐ AFFIRMATION OF PROPOSAL GUARANTEE
- ☐ PROPOSAL SURETY BOND, CASHIER'S CHECK OR CERTIFIED CHECK
  A PROPOSAL SURETY BOND MUST INCLUDE NOTARY CERTIFICATES AND NOTARIZED SIGNATURES FOR BOTH ATTORNEY-IN-FACT AND PRINCIPAL(S).
- ☐ NON-COLLUSION AFFIDAVIT (signed and notarized)

INSTRUCTIONS TO PROPOSERS

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

A. GENERAL

Proposals under these specifications shall be submitted on the Proposal Submittal Documents (Exhibit E) furnished herewith. When presented, they must be fully completed in the manner and form indicated therein, showing clearly and legibly the proposed prices in both words and numerals, and must be properly signed and where required notarized by the proposer, and include Proposer's address, telephone number, and California Contractor's License Number, and Classification. The Board of Directors of the Moreno Valley Community Services District ("District") reserves the right to reject any proposal which does not furnish all of the above information.

Proposal submissions will be received **Before 2:00P.M., WEDNESDAY MAY 8, 2013 ~~THURSDAY, APRIL 25, 2013~~.** Proposals should be submitted as follows in two separate sealed envelopes:

The first envelope should include **one (1) original and two (2) copies** of the information as requested in Exhibit "E" Proposal Submittal Documents, Schedule I; and the 'Check-Off' list, as identified on page 4. The envelope must be clearly labeled: "RESPONSE TO REQUEST FOR PROPOSAL – RFP NO. 12/13-10 PROJECT NO. E-2 ~~AND E-16~~/13-14 – MORENO VALLEY COMMUNITY SERVICES DISTRICT – SCHEDULE I – **DO NOT OPEN WITH REGULAR MAIL**"

The second envelope should include **one (1) original and two (2) copies** of the information as requested in Exhibit "E" Proposal Submittal Documents, Schedule II; and include all items as listed under the SCHEDULE II heading as identified on the check list on page 4. The envelope must be clearly labeled: "RESPONSE TO REQUEST FOR PROPOSAL - RFP NO. 12/13-10 PROJECT NO. E-2 ~~AND E-16~~/13-14 – MORENO VALLEY COMMUNITY SERVICES DISTRICT – SCHEDULE II - **DO NOT OPEN WITH REGULAR MAIL**."

IMPORTANT

IDENTIFYING YOUR RESPONSE

The Request for Proposal (RFP) must be visibly shown on the outside of both proposal submission envelopes as noted above.

ON-TIME RECEIPT OF YOUR RESPONSE

The responsibility of ensuring that your time-sensitive proposal submission is received by the City of Moreno Valley, City Clerk's office prior to the due date and time as stated in the RFP, rests solely with the sender. You may hand deliver your documents to the proper office listed in the invitation. Only an official time stamp from the City office listed in our invitation is acceptable as proof of timely delivery. A delivery time stated by a delivery service is NOT valid as proof of timely delivery. The City of Moreno Valley, the Moreno Valley Community Services District (CSD), and the Moreno Valley Housing Authority assumes no responsibility for proposals, which arrive at the City office beyond the stated due date and time as stated in the Notice Requesting Proposals.

You are encouraged to call the City Clerk's Office at 951.413.3001 for verification of proposal package receipt. Proposals may be mailed or delivered by messenger; however, it is the proposer's responsibility alone to ensure delivery of the proposal to the office of the City Clerk prior to the submittal deadline stipulated in the Notice Requesting Proposals. Late proposals will not be considered.

PLEASE NOTE: Deliveries made to the City by the United States Postal Service, or any other delivery service, will be routed through an internal delivery system. Utilizing any delivery service will delay delivery to the actual addressed City office or individual and may cause your response to be late and unacceptable.

Regardless of the method you choose to submit your time-sensitive document, you must allow additional time for the City's internal delivery system to process your item through before the due date and time, as stated in the RFP, to the City Clerk's office. In order to be fair to all responders, late bids, proposals or quotes will not be accepted and will be returned unopened.

B. EXAMINATION OF WORK SITES

Proposers must satisfy themselves by personal examination of the locations of the proposed work, and by such other means as they may choose, as to the actual conditions and requirements of the work, and shall not at any time after submission of the proposal assert, complaint or dispute that there was any misunderstanding in regard to the nature or amount of work to be done.

C. DISQUALIFICATION OF PROPOSERS AND PROPOSALS

More than one (1) proposal for the same work from any individual, company, partnership, corporation, or association under the same or different names will not be accepted; and shall be considered reasonable grounds to deem that a proposer has a financial interest in more than one (1) proposal for the work, which will be cause for rejecting all proposals in which such said proposer is interested.

Proposals which contain prices that are obviously unbalanced, and those which are incomplete or show alterations of form, or contain any additions or conditional or alternate quotations that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the proposer has been omitted will be rejected.

D. SIGNATURE OF CONTRACT PROPOSAL

Corporations

The signature must contain the name of the corporation, must be signed by the President and Secretary or Assistant Secretary, and the corporate seal must be affixed. Other persons may sign for the corporation in lieu of the above, if a certified copy of a resolution of the Corporate Board of Directors, so authorizing them to do so, accompanies the Proposal.

Partnership

The names of all persons comprising the partnership or co-partnership must be stated. The Proposal must be signed by all partners comprising the partnership unless proof, in the form of a certified copy of a Certificate of Partnership acknowledging the signer to be a general partner accompanies the Proposal, in which case a general partner may sign.

Joint Ventures

Proposals submitted as joint ventures must so state and be signed by or on behalf of each joint venturer, in compliance with the signature requirements for an individual, a partnership or a corporation, as applicable.

Individuals and/or Sole Proprietors

Proposals submitted on behalf of an individual must be signed by such individual. The above rules also apply in the case of the use of a fictitious business name. In addition, where a fictitious business name is used it must be so indicated in the signature.

E. PROPOSAL GUARANTEE

Exhibit "E" - Schedule II. must be accompanied by a cashier's check, certified check or surety bond in an amount not less than ten percent (10%) of the proposal amount. Checks shall be made payable to the Moreno Valley Community Services District. Surety bonds shall name as obligee the Board of Directors of the Moreno Valley Community Services District. **Execution of the bond must be acknowledged before a Notary Public by both the Contractor, and the corporate surety**.

F. ACCEPTANCE OR REJECTION

Within the limits prescribed by law, the right is reserved to reject any and all proposals, or to accept the proposal deemed best for the District. The Board of Directors shall be and is hereby constituted the exclusive judge as to what proposal is best for the District, and, in ascertaining that fact, the Board of Directors will take into consideration the business integrity, references, financial resources, facilities and equipment for performing the work, and experience in similar operations of the various proposing companies.

G. AWARD CRITERIA

The award of this Contract shall be made based upon the following criteria, as determined solely by the CSD:

- Pricing.
- Proposal's demonstration of ability to provide the described services.
- Demonstration of qualifications and certifications in accordance with accepted standards.
- Reference responses from other municipalities/public agencies where similar landscaping and irrigation services currently are and/or have been provided

The District reserves the right to reject any or all proposals, waive informalities, and make award in the best interests of the District. Upon award, the Contractor selected will be expected to enter into an Independent Contractor Agreement with the Moreno Valley Community Services District for the terms as stated in this Request For Proposal.

H. AWARD OF CONTRACT

The award, if made, will be made by the District as expeditiously as possible after the opening of the proposals, but in no case will an award be made until the District is satisfied as to the responsibility of the party to whom it is proposed to award the Contract.

I. RETURN OF PROPOSAL GUARANTIES

The District will return the proposal guaranties accompanying those, which in the District's judgment are not to be considered in making the award. All other proposal guaranties will be held until the Contract has been awarded, after which they will be returned to the respective companies whose proposals they accompany, with the exception of the proposer to whom the award has been made. After satisfactory security has been furnished and the Contract has been fully executed and approved, the successful proposer's guaranty will be returned.

J. INSURANCE REQUIREMENTS

During the entire term of the Contract, the Contractor agrees to procure and maintain commercial general liability insurance at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of the Contractor, its subcontractors, or any person acting for the Contractor or under his/her/its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person(s) caused directly or indirectly by or from acts, omissions or activities of the Contractor, its subcontractors, or any person acting for the Contractor or under his/her/its control or direction. Such liability and property damage insurance shall also provide for and protect the Moreno Valley Community Services District, the Moreno Valley Housing Authority, and the City of Moreno Valley, against incurring any legal cost in defending claims for alleged loss.

Such liability and property damage insurance shall be maintained in full force and effect throughout the term of the Contract, and any extension thereof in the minimum limits provided below:

Bodily Injury	$1,000,000 per occurrence
Property Damage	$1,000,000 per occurrence

A combined single limit policy with limits not less than $2,000,000 per occurrence shall be considered equivalent to the above minimum limits.

If the operation under this Contract results in an increased or decreased risk in the opinion of the District's Risk Manager, then the Contractor agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the Risk Manager.

During the entire term of this Contract, the Contractor shall procure and maintain, at its sole expense, liability and property damage insurance coverage for owned, leased, hired or borrowed automotive equipment with coverage limits of not less than $1,000,000 combined single limit.

During the entire term of this Contract, the Contractor or any subcontractors hired by the Contractor shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California, and employer's liability limits of $1,000,000 per occurrence.

The insurer shall agree to waive all rights of subrogation against the District, the Moreno Valley Housing Authority, and the City, their officers, officials, employees, volunteers or agents for losses arising from work performed by the Contractor for the District, Housing Authority, and/or the City of Moreno Valley, respectively.

A certificate of insurance or an appropriate insurance binder evidencing each of the above referenced insurance coverages shall be submitted prior to the execution of this Contract. Such evidence of insurance shall be sent to the attention of the requesting department, and shall reference the project name or number, where appropriate.

Except for Worker's Compensation and Professional Liability Insurance, and solely as respects to work done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the Moreno Valley Community Services District, the Moreno Valley Housing Authority of the City of Moreno Valley, and the City of Moreno Valley, their officers, officials, employees, volunteers, and agents are added as Additional Insured on all required insurance policies. A policy endorsement or an appropriate insurance binder evidencing the required insurance must accompany the certificate of insurance and shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Moreno Valley Community Services District, and the Moreno Valley Housing Authority of the City of Moreno Valley, their officers, employees, agents, and volunteers are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the Moreno Valley Community Services District, City of Moreno Valley, and the Moreno Valley Housing Authority of the City of Moreno Valley, their officers, employees, agents, and volunteers, under any third party liability policy.

The endorsement shall be signed by a person authorized by that insurer to bind coverage on its behalf.

The Contractor shall also include all subcontractors as an additional insured under its policies or shall furnish separate insurance certificates, and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

The coverage provided pursuant to this Contract shall be primary insurance and not contributory with any other insurance. Insurance companies providing insurance hereunder shall be rated A- VII (or better) in Best's Insurance Rating Guide, and shall be legally admitted to the business of an insurance carrier by the State of California Department of Insurance.

The terms of the insurance policies issued to provide the above insurance coverages may not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the District, Housing Authority, and the City, except that cancellation for

non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event that the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

Any deductibles or self-insured retentions must be declared to and approved by the District, Housing Authority, and the City. At the option of the District, Housing Authority, and the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects to the District, Housing Authority, and the City, their officers, officials, employees, volunteers and agents, or the Contractor shall provide a financial guarantee satisfactory to the District, Housing Authority, and the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, Housing Authority, and the City, their officers, officials, employees, volunteers, and agents.

Contractor certifies by Contractor's signature hereunder that said Contractor is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and the Contractor will comply with such provisions before commencing the performance of the work of this Contract.

K. INDEMNIFICATION & DEFENSE REQUIREMENT

Per the terms of the Contract, the Contractor shall agree to indemnify, defend, and hold the District, Housing Authority, and the City of Moreno Valley, their officers, officials, employees, volunteers, and agents harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Contract, or are caused or claimed to be caused by the negligent acts or willful misconduct of the Contractor, its subcontractors, suppliers, officers, officials, employees, volunteers or agents, and all expenses of investigating and defending against the same, provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the District, Housing Authority, and the City, their officers, officials, employees, volunteers, and agents.

L. EXECUTION OF THE CONTRACT

The Contract shall be signed by the successful proposer and returned, together with the required documents, within fourteen (14) calendar days from the date of the Notice of Award of Contract. No award shall be considered binding upon the District until the full execution of the Contract.

Failure to execute a Contract and file acceptable documents, as required herein shall be just cause for the annulment of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages as a reasonable estimate of the damages which would be suffered by the District, which cannot be determined with reasonable particularity at this time. Award may then be made to the next proposer deemed to be fit in all respects to perform the Scope Of Work, or the work may be re-advertised or may be maintained by District employees as the Board of Directors of the Moreno Valley Community Services District may determine.

M. CONTRACTOR'S BONDS

The Contractor shall furnish good and sufficient Surety Bonds issued by a surety company authorized to do business in the State of California, or other acceptable security, in an amount equal to one hundred percent (100%) of the total Proposed Compensation amount, conditioned for the faithful performance by the Contractor of all covenants, stipulations and agreements contained in said Contract; in addition, the Contractor shall furnish a material and labor bond in a sum equal to one-hundred percent (100%) of the Contract price, as required by the Public Contract Code.

Surety companies providing surety bonds hereunder shall be rated A- VII (or better) in the Best's Insurance Rating Guide, and shall be legally admitted to the business of a surety provider by the State of California Department of Insurance.

INDEPENDENT CONTRACTOR AGREEMENT

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name _____
Street Address _____
Street Address _____
City, State, Zip _____
Mailing Address _____
(If same as Street Address, _____
write same or same as above) _____
Business Phone (with area code) _____
Cell or Mobile Phone (with area code) _____
Other Contact Number (with area code) _____
Fax Number _____
Email Address _____
Social Security Number _____
Business License Number _____
Federal Tax ID Number _____
Contractor's License Number & Classification _____

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of work, responsibilities, requirements, provisions, and

additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contract Starting Date is July 1, 2013 and the Contract Ending Date is June 30, 2014. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will consider Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

A. Control of Work. Except for compliance with service schedules, general and technical provisions (which may also be referred to herein as specifications) and performance standards as provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with

the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Contract.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Moreno Valley Housing Authority (Housing Authority), and the Moreno Valley Community Services District (District), and the their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, Housing Authority's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, Housing Authority, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, Housing Authority, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Contract

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.
By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City's Risk Manager prior to the execution of this Contract. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, the Moreno Valley Community Services District, and, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the City of amendment or cancellation, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.

J. Termination.

1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.

2. The District may terminate this Contract without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

L. Restrictions on District / City Employees. The Contractor shall not employ any

District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor:

_____
[Mailing Address (Post Office Box, if applicable]

_____
[Telephone number]

_____
[Fax number]

_____
[Email address]

With a copy to:

_____
[Attorney for Contractor, if applicable]

_____
[Street Address]

_____
[Post Office Box, if applicable]

_____
[City, State, Zip]

_____
[Telephone number]

_____
[Fax number]

_____
[Email address]

To District (CSD): MORENO VALLEY COMMUNITY SERVICES DISTRICT
Financial & Management Services Department
Special Districts Division
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Sharon Sharp, Senior Management Analyst
Telephone number: 951.413.3480
Fax Number: 951.413.3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951.413.3036
Fax number: 951.413.3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor
By: _____	By: _____
Title: Mayor, acting in the capacity of President of the Board of Directors of the Moreno Valley Community Services District	Title: (President or Vice President)
Date: _____	Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)
Date: _____

Affix Corporate Seal Below
(If applicable)

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On_____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO. _____

PREMIUM $ _____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the Board of Directors of the Moreno Valley Community Services District, State of California, known as "CSD," has awarded to _____, as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as **PROJECT NO. E-2 ~~AND E-16~~/13-14**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of_____ dollars, ($_____), lawful money of the United States, to be paid to the said CSD or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. E-2 ~~AND E-16~~/13-14

BOND NO.

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO. _____

PREMIUM $ _____

LABOR AND MATERIALS BOND
(100% of Total Contract Amount)

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the board of Directors of the Moreno Valley Community Services District of the City of Moreno Valley, State of California, known as "CSD," has awarded to _____, as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement, whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as Project No. E-2 ~~AND E-16~~/13-14, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley Community Services District for the City of Moreno Valley, County of Riverside in the penal sum of_____ dollars, ($_____) (words and figures), lawful money of the United States, to be paid to said CSD or its certain attorney, successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Moreno Valley Community Services District, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the CSD and judgment is recovered, the Surety shall pay all costs incurred by the CSD in such suit, including reasonable attorney fees to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extensions of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

WITNESS our hands this _____day of _____, 20_____.

PRINCIPAL	SURETY
Name: _____	Name: _____
Address:_____	Address:_____
_____	_____
_____	_____
Telephone Number:_____	Telephone Number:_____
By: _____	By: _____
Title:_____	Title:_____
By: _____	By: _____
Title:_____	Title:_____

Approved as to form this _____ day of _____, 20___.

_____
City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor**.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).

The bond shall include the address at which the Principal (Contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

EXHIBIT A

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

1. GENERAL PROVISIONS - SCOPE OF WORK

A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council (Community Services District Board) establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 21, Project Location Map.

B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf, if applicable, groundcover, and shrub areas designated hereunder; regularly maintain and prune those portions of trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The ~~Financial and Management Services Director~~ Chief Financial Officer/City Treasurer of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.

E. All work shall be performed in accordance with the General and Technical Provisions of this Contract and in accordance with an approved service schedule, as approved by the Director. Service schedules may be modified with 30 days advance written notice by the District.

2. GENERAL PROVISIONS - SCHEDULING OF WORK

A. The Contractor will adhere to the facilities, equipment and monthly and annual work schedules submitted as a part of the Contractor's RFP, and incorporated herein by this reference. These schedules, and any approved revisions thereto, will be used by the District as a basis for determining Contractor's satisfactory performance.

B. Revisions to facilities, equipment, or monthly and annual work schedules may not be implemented without the prior written approval of the Director. The Contractor is required to submit proposed revisions regarding facilities, equipment or monthly and annual work schedules in writing to the District at the address as set forth in the Independent Contractor Agreement, Section 3, paragraph N. at least ten (10) working days prior to commencing work per the proposed revisions.

C. Failure to submit proposed revisions concerning facilities, equipment, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations. Specialty type maintenance operations includes, but is not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

F. When inclement weather renders performance per the approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor is required to adjust his work force in order to accomplish those work items not affected by weather, and will contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-performance penalties per Exhibit C, Section 4.

G. For the purposes of this Contract, "Working Days" are Mondays through Thursdays, excluding holidays as provided herein. The hours of on-site maintenance service will be from 7:00 a.m. to 4:30 p.m., not including mobilization to or from work site, on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

3. GENERAL PROVISIONS - FUNCTIONS AND RESPONSIBILITIES

A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Exhibit G, Monthly Landscape Services Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears.

C. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

D. The Director may require the Contractor to attend meetings with the District field staff at some fixed interval to review the Contractor's operations, and schedule future work as may be ordered by the Director. Failure to attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.

E. The Contractor shall maintain an office at some fixed place, and be listed in the telephone directory in Contractor's own name or in the Contractor's company name. Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph ~~E~~ F. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

F. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by telephone, written email, written mailed correspondence or facsimile transmission. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at **<u>any</u>** time:

1. City Manager
2. Chief Fin. Officer/City Treasurer ~~Financial & Mgmt. Ser. Dir~~.
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Street Maintenance Supervisor
7. Senior Landscape Services Inspector
8. Landscape Services Inspector
9. Landscape Irrigation Technician

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. GENERAL PROVISIONS - CONTRACTOR'S STAFF

A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.

C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.

D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements.

   Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. GENERAL PROVISIONS - EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

6. GENERAL PROVISIONS - COMPLAINTS

A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.

B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B.

C. In addition to the provisions of Section 6., paragraph A. in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. GENERAL PROVISIONS - SAFETY

A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

   Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2009 (or most current revised version) California Supplement".

   Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

   The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Exhibit A, Section 3, paragraph J of the Contract Agreement.

8. USE OF CHEMICALS

A. Before the beginning of the Contract period, the Contractor is required to submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS) of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.

B. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Financial & Management Services Department of the City of Moreno Valley.

D. Contractor shall report all fertilizers and pesticides used in the performance of the work as an element of Contractor's Monthly Report, as set forth in Exhibit A, Section 3, paragraph B. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City of Moreno Valley (City) and/or the City of Moreno Valley Community Services District (District). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the City and District that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments;

employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Financial & Management Services Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.

B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars ($25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Driver, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL PROVISIONS

A. TURF CARE (IF APPLICABLE)

1. All turf areas shall be mowed, edged, and trimmed per the Frequency of Service Table, as set forth in Exhibit E. Should weather and/or site conditions preclude the normally scheduled frequency of this service during any month, or portion thereof, the maintenance schedule shall be modified at the discretion and approval of the Director.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Provisions - Fertilization, Section 18.

13. Pest control: See Technical Provisions - Pesticide Use, Section 19.

14. Aeration:

    (a) All turf areas shall be aerated per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise directed by the Director;

(b) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

(c) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

(d) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

(e) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions – Fertilization, Section 18.

15. Renovation/thatching and additional areation operations are to be considered Additional Work, per Exhibit C., Section 2.

16. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Trees shall be pruned at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Portions of trees up to eighteen feet (18') in height shall:

   (a) Be pruned to enable successful adaptation to their particular site situation;

   (b) Have no more than one-third (1/3) of living branches removed annually;

   (c) Be fertilized only as directed by District field staff.

6. Portions of trees over eighteen feet (18') in height shall:

   (a) Be inspected annually;

   (b) Pruned and/or trimmed as necessary to maintain proper site orientation;

   (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

   (d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall <u>not</u> be allowed:

   (a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

   (c) Use of pruning paint/pruning compound/wound dressing;

   (d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Provisions – Pesticide Use, Section 19.

13. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Shrubs shall be pruned and/or trimmed per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise directed by the Director, in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned in a manner that will:

   (a) Enable successful adaptation to their particular site situation;

   (b) Follow the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

6. Pruning tools must:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices are not allowed:

   (a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") will be done only when authorized by the Director on a site-specific basis.

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

   (c) Use of pruning paint/pruning compound/wound dressing.

8. Fertilization: See Technical Provisions - Fertilization, Section 18.

9. Pest control: See Technical Provisions –Pesticide Use, Section 19.

10. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Technical Provisions, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed per the Frequency of Service Table, as set forth in Exhibit E , unless otherwise directed by the Director in order to:

   (a) Remove dead, diseased, or damaged branches/crowns;

   (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

   (c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

   (a) To enable successful adaptation to their particular site situation;

   (b) In accordance with accepted practices for the particular species in question;

5. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Provisions - Fertilization, Section 18.

8. Pest control: See Technical Provisions –Pesticide Use, Section 19.

9. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

E. WEED CONTROL

1. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

2. Weed control shall be addressed per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise directed by the Director.

3. Chemical weed control: See Technical Provisions – Pesticide Use, Section 19.

4. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.

5. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

6. Failure to adhere to the specifications of this section of the Technical Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. Said maintenance shall include, but not be limited to: visual and operational inspections; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

3. For the purposes of this section, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

   (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage;

   (b) Be turned off during periods of rainfall, or as directed by District field staff;

   (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

   (a) Be operated only when Contractor's personnel are present on site;

   (b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;

(c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. Debris/litter control shall be provided per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise stated herein this Section and/or as directed by the Director.

2. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

3. Contractor shall remove from both planted areas and adjacent hardscapes/walkways the following items, which include but are not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by the Contractor before the close of business the working day following notification of this condition.

4. All hardscape areas that include, but are not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

5. The Contractor shall dispose of all debris and litter, as described in paragraphs 1 and 2 above, off-site, and in a legal manner.

6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices such as, televisions, computers and computer monitors; firearms, ammunition or other appliances. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

7. Failure to adhere to the specifications of this section of the Technical Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in the performance of contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in the course of the performing the contract's Scope of Work services at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report, (see Exhibit I), per The Frequency of Service Table as an element of Contractor's Monthly Reporting requirements, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

18. TECHNICAL PROVISIONS - FERTILIZER

A. TURF FERTILIZATION (IF APPLICABLE)

1. Per the Technical Provisions, Exhibit A, Section 17, No. 14, e. ~~f~~., a humus base fertilizer shall be applied to turf areas in accordance with Table I, below. At the discretion and request of the Director additional applications at the pricing terms as listed in the additional work section of Scheduled II may be provided. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs
OCT	1	22-5-5*	1.25	5.7 lbs

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See the following section on fertilizers.

**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See the following sections, below, regarding fertilizers.

2. Humus base fertilizers to be applied by drop spreader only.

3. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Exhibit A, Section 8. – Use of Chemicals. Any changes to said list shall be reported per Exhibit A, Section 8. – Use of Chemicals.

6. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. The Specifications contained in this Section 18,B. do not apply to the Open Space Areas (Paseos).

2. All shrubs and ground covers shall be fertilized per the Frequency of Service Table, as set forth in Exhibit E. Table II, below provides the standard fertilization guidelines, however the frequency of the application shall comply with the application frequency rates as identified in the Frequency of Service Table, as set forth in Exhibit E. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

3. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

4. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Exhibit A, Section 8. – Use of Chemicals. Any changes to said list shall be reported per Exhibit A, Section 8. – Use of Chemicals.

5. Written notification is required to Director five (5) working days prior to fertilizer application.

6. For fertilizer application reporting specifications, see Exhibit A, Section 3 – Functions and Responsibilities and Exhibit A, Section 8. – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per, Exhibit A Section 8. – Use of Chemicals. Any changes to said list shall be reported per Exhibit A, Section 8. – Use of Chemicals.

4. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Exhibit A, Section 3 – Functions and Responsibilities and Exhibit A, Section 8. – Use of Chemicals.

19. TECHNICAL PROVISIONS – PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.

3. All pesticide applications shall be applied as directed by the Director.

4. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

5. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Exhibit A, Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Exhibit A, Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a

copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. For pesticide application reporting specifications, see Exhibit A, Section 3 – Functions and Responsibilities and Exhibit A, Section 8. – Use of Chemicals.

3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice a year, as determined by the Director.

   (b) Appropriate chemical control must be used on the following weeds.

   Bermuda Grass
   Kikuyu Grass
   Nutsedge
   Field Bindweed
   Spurge

   The aforementioned list is inclusive; other species may be added by the Director as necessary

   (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

   (a) Snails shall be controlled on a regular basis on the following plant species:

   Agapanthus africanus
   Aptenia sp.
   Gazania sp.
   Hemerocallis sp.

   (b) Snails shall be controlled on an as needed basis on all other plant material.

   (c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

   (a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

   (b) The Director may require all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

   (c) The Director may require all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

   (d) The Director may require all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

   (e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA (IF APPLICABLE)

1. Weed Control

   (a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

   (b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

   (c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Insect and Disease Control

   (a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

   (b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

20. OPEN SPACE AREA (PASEO) PROVISIONS – E-2 HIDDEN SPRINGS

E. GENERAL GUIDELINES

1. The following provisions are intended to address routine maintenance of the open area (paseos) located within and throughout the residential community of Hidden Springs (E-2). Should a conflict between these Special Provisions as outlined herein and the preceding Specification Sections of this document, these Special Provisions shall prevail regarding maintenance of the open area (paseos) located within and throughout Hidden Springs (E-2). These Special Provisions DO NOT APPLY to the landscaped parkway and median areas of Hidden Springs (E-2) nor Shadow Mountain (E-16).

   (a) All open space areas shall be maintained in a condition free of unwanted plant species, as determined by the Director.

   (b) Non-woody plants, such as grasses and annual forbs shall be trimmed to a height of twenty-four (24) inches or lower at a frequency of no less than one (1) time per year, as determined by the Director.

   (c) Woody slope plantings shall be maintained in a manner that minimizes the accumulation of dead wood. This shall be accomplished by means of periodic trimming, pruning, and/or roguing, as determined by the Director.

   (d) A band of bare soil, twenty-four (24) inches in width shall be maintained per the Frequency of Service Table wherever Open Space (Paseo) areas abut residential parcels.

   (e) Newly planted and/or established tree and woody shrub plantings shall receive irrigation adequate to maintain soil moisture and plant vigor; in no case shall the interval between irrigations be greater than once per week. This work may require the use of a water tanker. Contractor shall be liable for replacement of any new or establishing plan materials lost due to Contractor's negligence, as determined by Director.

(f) Watering basins for newly planted and/or establishing tree and woody shrub plantings shall be continuously maintained and kept free of unwanted plant species until properly established, as determined by the Director.

(g) All areas damaged by erosion shall be immediately repaired to the originally intended condition and soil. Contractor shall be liable for the cost of repairing all erosion damage caused by Contractor's negligence.

(h) All areas damaged by rodent burrowings shall be immediately repaired to the originally intended condition and soil.

(i) All catch basins, drain lines, brow ditches, and lower slope swale areas shall at all times be kept clean and clear for proper drainage.

(j) Minimum flow channels shall be maintained in a manner that assures unimpeded flow of nuisance water per limits of design intent. This work may require periodic thinning/rouging of existing riparian plans, as determined by Director.

21. PROJECT LOCATION MAPS

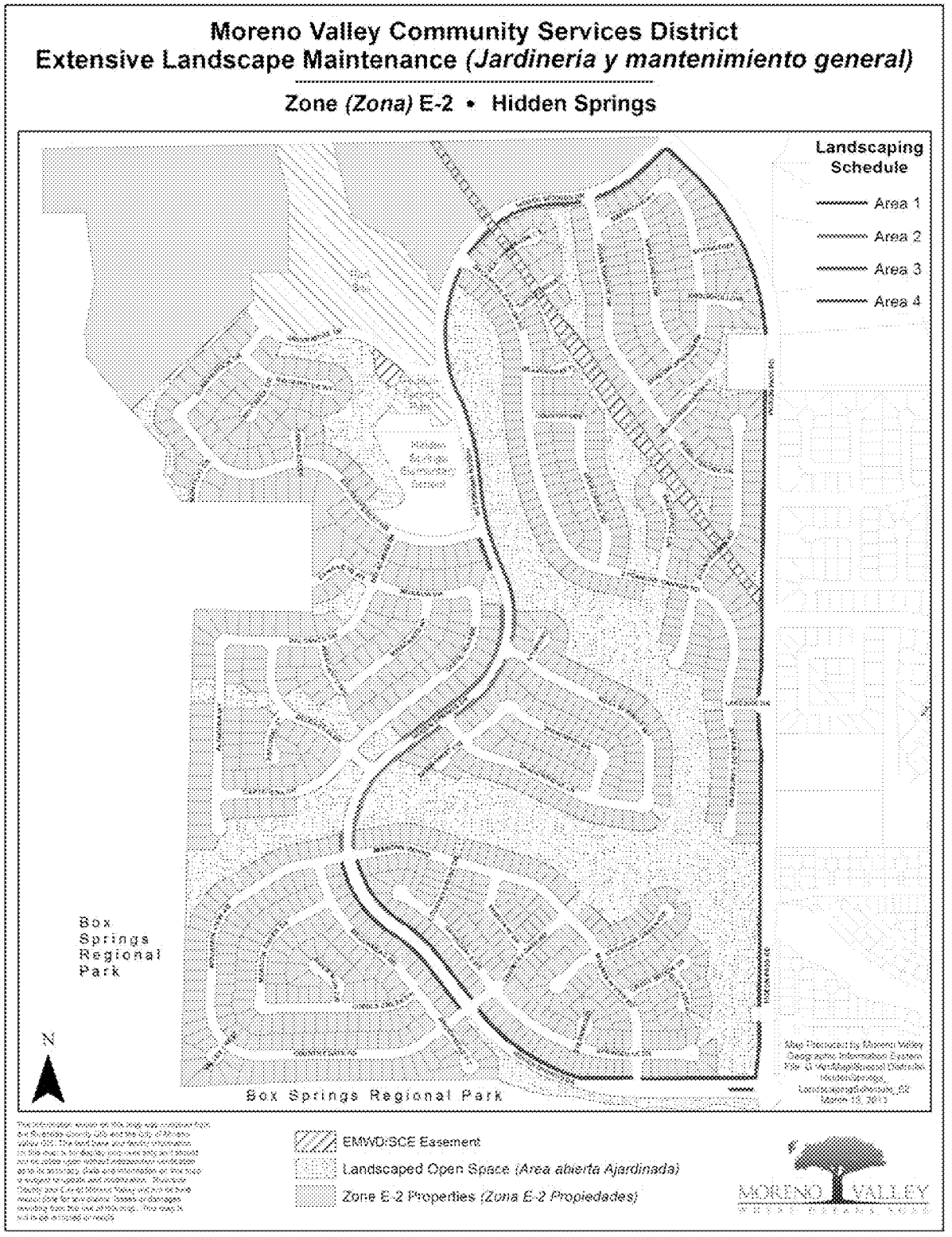

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-16 • Shadow Mountain

EXHIBIT B: District Responsibilities

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

1. CONTRACT SUPERVISION

A. The Contract shall be administered on behalf of the Chief Financial Officer/City Treasurer ~~Financial and Management Services Director~~ of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.

B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C: Payment Terms

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

1. CONTRACTOR'S COMPENSATION

A. The Contractor will be paid monthly per site based upon successful performance of the maintenance services provided in accordance with an approved service schedule for each area/site and in compliance with the terms and provisions of this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports of the following: 1) Maintenance performed, 2) Greenwaste, 3) Complaints received, 3) Hazards noted, and 4) Chemicals used in the prior month, along with 5) A detailed invoice for services in accordance with the Contract price for the work performed, which shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved.

The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to 951.413.3073.

Copies of invoices and reports will be submitted to the Special Districts Division of the Financial and Management Services ~~Public Works~~ Department at specialdistricts@moval.org. Calls may also be directed to the Special Districts Division at 951.413.3480.

B. The Contractor will obtain and keep current during the term of this Contract, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at http://www.moval.org/do_biz/biz-license.shtml.

C. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of _____ and _____/100 ($_____) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed _____ dollars and _____/100 ($_____), except as provided for in Section 2 below.

D. The Contractor agrees that City payments will be received via Automated Clearing

House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall_forms.shtml#bf.

E. The minimum information required on all invoices includes:

1. Vendor Name, Mailing Address and Phone Number

2. Invoice Date

3. Vendor Invoice Number

4. City – provided Reference Number (Project No. and Title)

5. Detailed work hours by class title (e.g. Manager, Technician or Specialist), services performed, and rates, explicit portion of a contract amount or detailed billing information is sufficient to justify the invoice amount: single or lump sum amounts without detail are not acceptable.

F. The City shall pay the Contractor for all invoiced and authorized maintenance services within thirty (30) days of receipt of invoice for the same.

G. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2, paragraph C. herein this Exhibit, in addition to the work set forth in Exhibit A, General Provisions - Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Schedule II, Section B & C or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2, paragraph B. below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

B. Notwithstanding the above requirement for prior written authorization, when a

condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the

District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in Exhibit E, Schedule II , shall be prorated from the day the Contractor commences work on the additional areas.

D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Schedule II, Section D. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).

E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of _____ ($_____) for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

A. Work required in the General or Technical Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or

reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, telephone, facsimile transmission or in writing.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the District to allow for explanations.

EXHIBIT D: Term of Contract

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

1. TERM OF CONTRACT

A. Following approval by both parties, the Contract will commence on July 1, 2013, and shall terminate June 30, 2014 (12) months thereafter.

B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.

C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.

E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

I: SCHEDULE I – VENDOR INFORMATION

A. COMPANY NAME: _____

TYPE
- Sole proprietor _____
- Partnership _____
- Corporation _____

B. COMPANY ADDRESS (STREET) _____

(CITY, STATE, ZIP)_____

C. COMPANY ADDRESS (MAILING)_____

(CITY, STATE, ZIP)_____

D. BUSINESS PHONE NUMBER(with area code)_____

E. SATELLITE OFFICE ADDRESS (if applicable):

_____

_____

_____

F. SATELLITE OFFICE PHONE NUMBER _____

G. CONTRACTOR'S LICENSING INFORMATION:

1. LICENSE NUMBER/CLASSIFICATION/NAME STYLE: _____

_____

2. NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: _____
3. LICENSE EXPIRATION DATE: _____
4. CURRENT LICENSE STATUS: _____
5. PRIOR ACTIONS AGAINST THIS LICENSE? Yes / No
6. IF YES, LIST CITATION TYPE AND HOW RESOLVED: _____

_____

_____

H. .COMPANY'S FEDERAL IDENTIFICATION NO.:_____

I. NAME AND TITLE(s) OF COMPANY OFFICERS:_____

_____ _____
_____ _____
_____ _____
_____ _____

J. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES: _____

K. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: _____

L. CURRENT LANDSCAPE MAINTENANCE OPERATIONS

THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED IN ANSWER TO THIS QUESTION (QUESTION L.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

TOTAL NUMBER OF LANDSCAPE MAINTENANCE CONTRACTS: _____

PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: _____

TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: _____

---

1. NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS: _____ AVERAGE WAGE SCALE: $_____/__*
TECHNICIANS: _____ AVERAGE WAGE SCALE: $_____/Hr.*
FOREMEN: _____ AVERAGE WAGE SCALE: $_____/Hr.*
LABORERS: _____ AVERAGE WAGE SCALE: $_____/Hr.*

*Use the fully burdened rate (i.e., taxes, insurance, benefits, OH &P) - This is a prevailing wage project.

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

A. MOTOR VEHICLES
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____

B POWER EQUIPMENT

- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____

II: REFERENCES

Attach Responses to this question on additional sheets – One sheet per reference

A. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.

B. REFERENCE RESPONSES MUST INCLUDE:

1. NAME AND ADDRESS OF AGENCY;
2. NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
3. CONTRACT NAME(S) / NUMBER(S);
4. ANNUAL CONTRACT AMOUNT(S);
5. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
6. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
6. LENGTH OF CONTRACT(S).

C. **THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:**

1. How many (number) of contracts and years under contract?
2. What are/were the Scope of the contract(s), acreage amounts, location(s)?
3. What are/were the Contract amount(s)?
4. Do/did they have adequate (quantity/quality) staffing?
5. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
6. Does staff have the ability to comprehend/speak English?
7. How are/were the appearance, uniforms, and use of safety equipment?
8. Do/did they have availability of additional personnel for extra work/special projects?
9. Is/was the equipment used in good working order?
10. Do/did they have an effective in-company communications system?
11. How is/was the knowledge of project/contract standards?
12. Do/did they have the ability to respond to complaints/requests in a timely fashion?

13. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
14. How accurate & timely is/was billing/invoicing?
15. Have Contract(s) been successfully completed to term?
16. Would you accept future proposals/bids from this company?

III: PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

A. **Facilities** – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full and comprehensive response.

1. Equipment:

2. Motor Vehicles:

3. Turf Maintenance Power Equipment/Tools:

4. **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**
(List both powered and hand equipment/tools)

5. **Irrigation System Maintenance Equipment:**
(List both powered and hand equipment/tools)

6. **Fertilizer Application Equipment:**
(List both powered and hand equipment/tools)

7. **Pesticide Application Equipment:**
(List both powered and hand equipment/tools)

C. **Staff**: - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**
(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

2. **Tree Trimming/Maintenance:**
(List any ISA or equivalent certified personnel)

3. **Irrigation System Maintenance:**
(List technical personnel – include any relevant education, certification, licensing information for each person listed)

4. **Pesticide Application:**
(List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.)

IV: PROPOSED PROJECT WORK SCHEDULES

Pages 73-76 contain blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed scheduled for performing the services as describe in Exhibit A. For those services listed under the Technical Provisions found in Exhibit A, Sections 17, A., C., D., E., and G.; 18 A. and B.; and 19 C. 1 (a), refer to the FREQUENCY OF SERVICE TABLE located in Exhibit E, Section V., A Parkways and Medians for **Service Schedule Level 1**, and B Open Spaces (Paseos) **for Service Level 4** on page 77. Use additional sheets as necessary to provide a full and comprehensive response on each of the schedule sheets.

If selected, the awarded Contractor will provide the CSD, within 30 days after contract execution, a mapped work schedule for E-2 ~~and E-16~~. Sample mapped work schedules have been provided for reference.

A. MONTHLY SCHEDULE SHEET

1. List all tasks specified to be performed on a weekly or monthly basis for the E-2 ~~and E-16~~ area~~s~~ in the box corresponding to the day of the week/month the work is proposed to be performed.

2. Be sure to include administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

B. ANNUAL SCHEDULE SHEET

1. List all tasks specified to be performed for the E-2 ~~and E-16~~ area~~s~~ at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which the work is proposed to be performed.

2. Be sure to include any administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

E-2 MONTHLY SCHEDULE SHEET

PARKWAYS – SERVICE SCHEDULE LEVEL 1

OPEN SPACE (PASAEOS) – SERVICE SCHEDULE LEVEL 4

PROPOSED PROJECT WORK SCHEDULES

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1				
WEEK #2				
WEEK #3				
WEEK #4				

~~E-16 MONTHLY SCHEDULE SHEET~~

~~SERVICE SCHEDULE LEVEL 1~~
~~PROPOSED PROJECT WORK SCHEDULES~~

~~MONDAY~~	~~TUESDAY~~	~~WEDNESDAY~~	~~THURSDAY~~	~~FRIDAY~~
~~WEEK #1~~				
~~WEEK #2~~				
~~WEEK #3~~				
~~WEEK #4~~				

E-2 ANNUAL SCHEDULE SHEET

PARKWAYS – SERVICE SCHEDULE LEVEL 1

OPEN SPACE (PASAEOS) – SERVICE SCHEDULE LEVEL 4

PROPOSED PROJECT WORK SCHEDULES

JANUARY	**FEBRUARY**	**MARCH**
APRIL	**MAY**	**JUNE**
JULY	**AUGUST**	**SEPTEMBER**
OCTOBER	**NOVEMBER**	**DECEMBER**

~~E-16 ANNUAL SCHEDULE SHEET~~

~~SERVICE SCHEDULE LEVEL 1~~
~~PROPOSED PROJECT WORK SCHEDULES~~

~~JANUARY~~	~~FEBRUARY~~	~~MARCH~~
~~APRIL~~	~~MAY~~	~~JUNE~~
~~JULY~~	~~AUGUST~~	~~SEPTEMBER~~
~~OCTOBER~~	~~NOVEMBER~~	~~DECEMBER~~

V: FREQUENCY OF SERVICE TABLES

A. PARKWAYS AND MEDIANS

Service Type	Service Schedule Level 1 (4 Week)	Service Schedule Level 2 (8 Week)	Service Schedule Level 3 (12 Week)
17.A. Turf Care[1]			
Mow/edge/trim	Weekly	Every other week	Every other week
Aeration	Bi-annually (Spring & Fall)	Bi-annually (Spring & Fall)	Annually (Spring)
17.C. Shrub Care			
Prune/trim	Monthly	6x's per year	4x's per year
17.D. Ground Cover			
Prune/trim	Monthly	6x's per year	4x's per year
17.F. 2. Irrigation	Weekly	Weekly	Weekly
17.E. Weed Control			
Weed control	Monthly	6x's per year	4x's per year
17.G. Debris/Litter			
Debris/Litter removal	Weekly	Every other week	Monthly
18.A. Turf Fertilization[1]	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)
18.B. Shrub/Ground Cover Fertilization	2x's per year (April & Sept.)	2x's per year (April & Sept.)	1x per year (April)
19. C. 1. (a) Pre-Emergent Ground covers, shrubs & trees - Pesticide usage criteria[2]	2x's per year (Spring & Fall)	2x's per year (Spring & Fall)	2x's per year (Spring & Fall)
Exhibits G & I Reports	Monthly	Monthly	Monthly
Exhibit H Report	Weekly	Weekly	Weekly

[1]As of the preparation of this Contract, no Turf areas are located within the E-2 Hidden Springs community ~~or E-16 Shadow Mountain communitie~~s. This Specification is consistent with CSD landscaped service areas having Turf. Should E-2 or ~~E-16~~ add and/or remediate parkway or median locations to include Turf this Specification shall apply.

[2] Specification of month to be approved by Director in advance of application.

B. OPEN SPACE (PASEOS)

Service Schedule Levels	Service Type
Level 1 - (Monthly)	Monthly Maintenance includes: ▪ Weekly irrigation monitoring. ▪ Monthly - Shrub trimming and clearing from trails and fences. ▪ Monthly - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One annual weed abatement.
Level 2 - (Every Other Month)	Every Other Month Mainteance includes: ▪ Monthly irrigation monitoring. ▪ Every Other Month - Shrub trimming and clearance from trails and fences. ▪ Every Other Month - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One Annual weed abatement.
Level 3 - (Quarterly)	Quarterly Maintenance includes: ▪ Monthly irrigation monitoring. ▪ Quarterly - Shrub trimming and clearing from trails and fences. ▪ Quarterly - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One Annual weed abatement.
Level 4 - (Annually)	Annual Maintenance includes: ▪ Monthly irrigation monitoring. ▪ Annual - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One Annual weed abatement.

FREQUENCY OF SERVICE TABLES (continued)

_____
(Sign here)

By signing, I hereby acknowledge review of the aforementioned Frequency of Services and have incorporated reference of the frequencies in the Bid Schedule, including the Optional Bid Schedule, and the proposed monthly and annual schedule sheets for the services to be provided consistent with the terms of this Contract.

SAMPLE SERVICE SCHEDULES

A. E-2 - 4 WEEK ROTATION (Service Schedule Level 1)

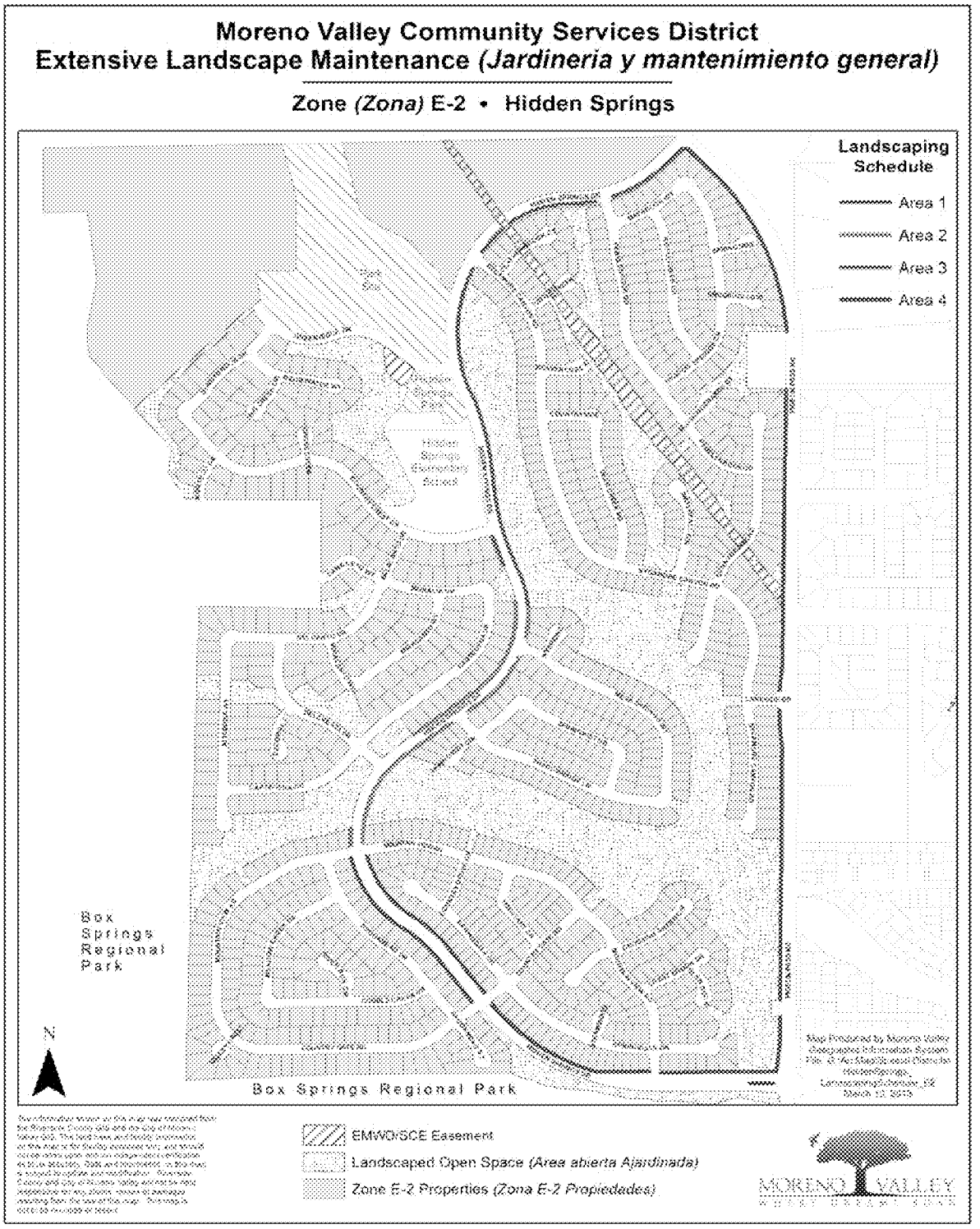

B. E-2 - 8 WEEK ROTATION (Service Schedule Level 2)

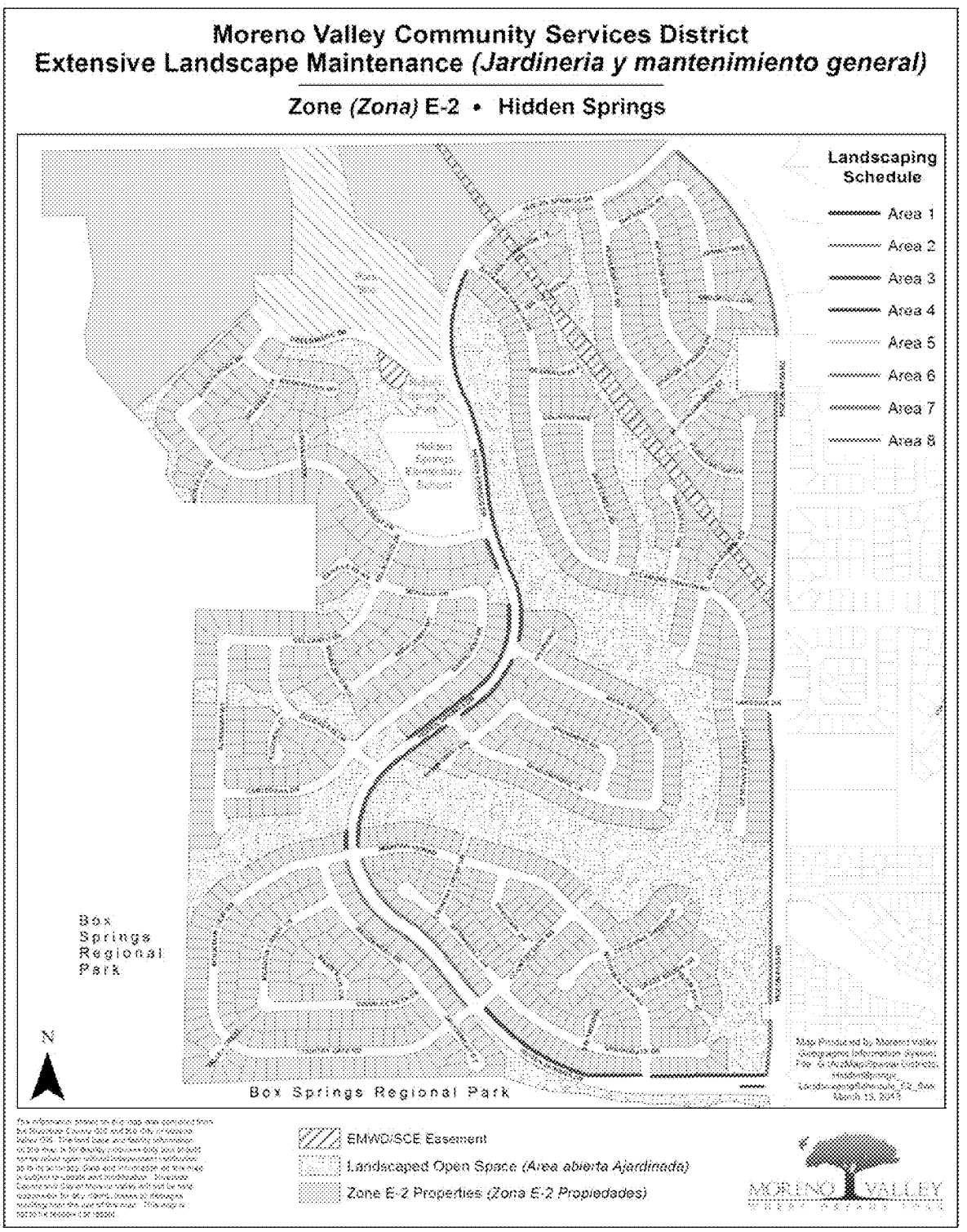

C. E-2 - 12 WEEK ROTATION (Service Schedule Level 3)

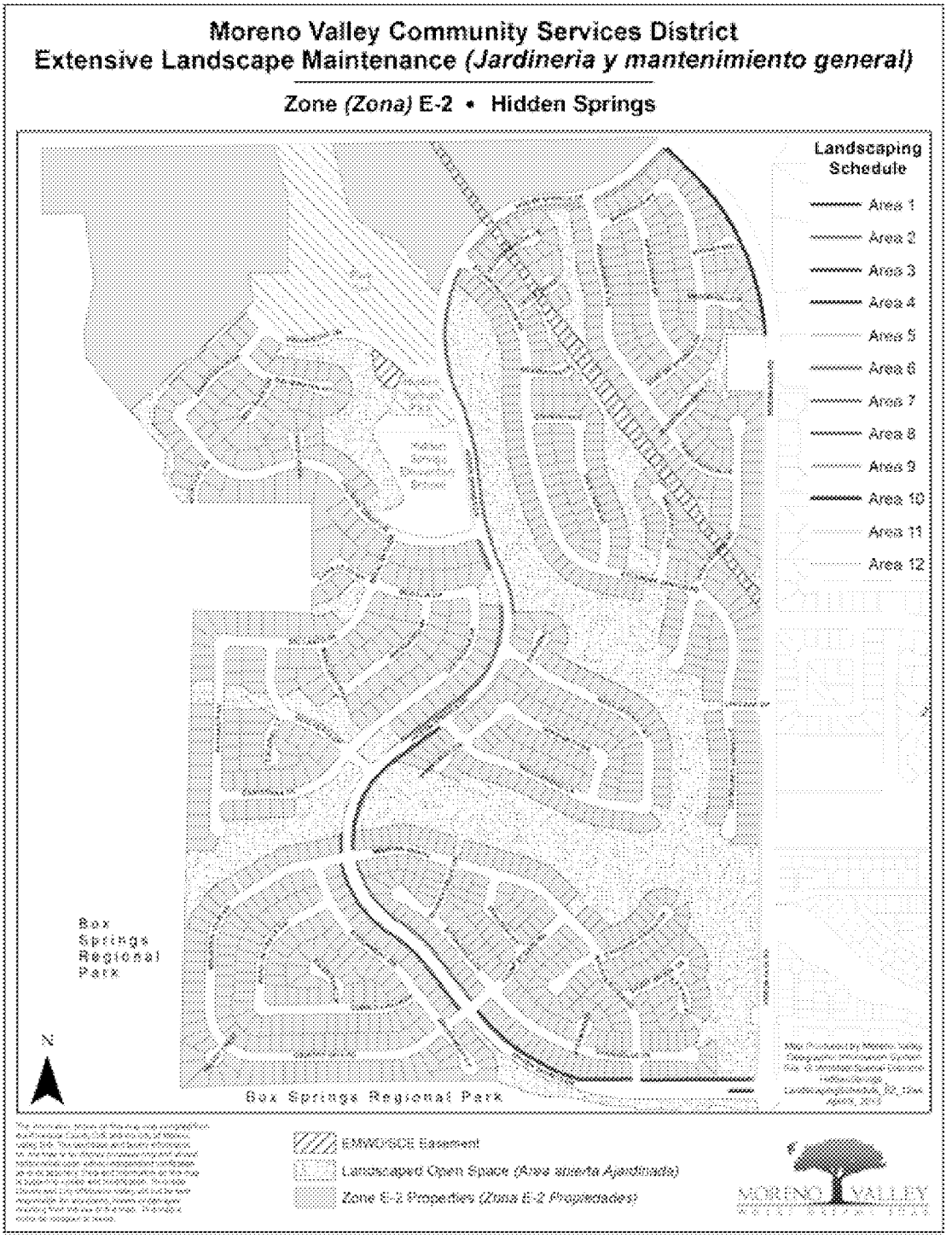

~~**D. E-16**~~

~~The E-16 area shall be maintained at the frequency of every 4 weeks (service schedule level 1), 8 weeks (service schedule level 2), or 12 weeks (service schedule level 3).~~

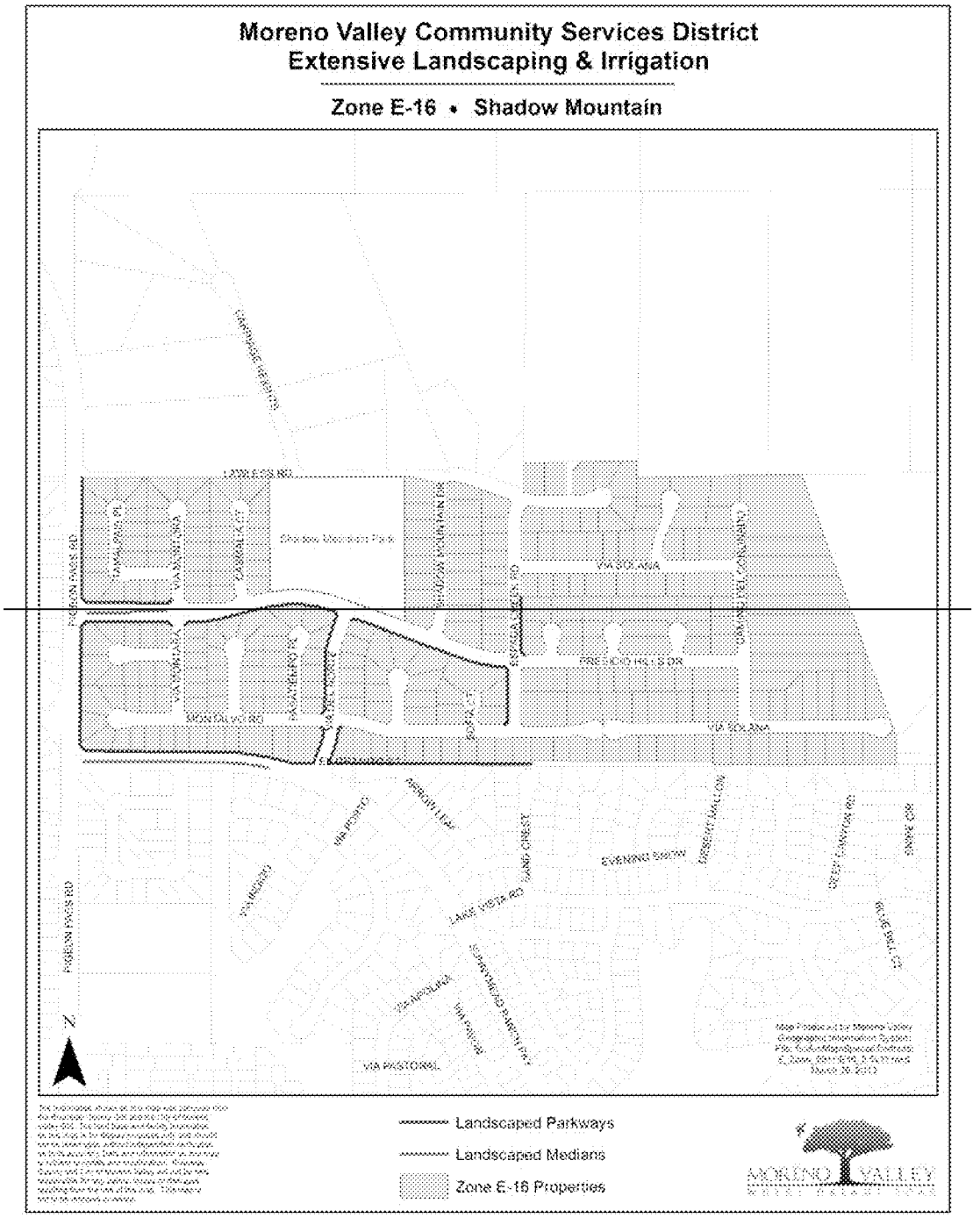

VII. PROPOSED ANNUAL MATERIAL SCHEDULE

A. Fertilizers:

List the fertilizers to be furnished to execute work tasks specified in Exhibit A. Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST

B. Pesticides:

List pesticides to be furnished to execute work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST

VIII. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

A. Communications:

The General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Scope of Services specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

B. Traffic Safety:

The General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

C. Greenwaste Recycling:

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

IX. LIST OF SUBCONTRACTORS

A. SUBCONTRACTORS:

In compliance with the provisions of Government Code, Section 4102, the undersigned Proposer sets forth the name and location (address) of the place of business of each subcontractor who will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work

X. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE _____

PRINTED NAME _____

TITLE _____

COMPANY NAME _____

DATE _____

XI. PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the Moreno Valley Community Services District and _____, and further, the aforesaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind _____ to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT (PRINTED), SIGNED AND DATED

SIGNATURE _____

NAME _____

TITLE _____

COMPANY NAME _____

DATE _____

I. SCHEDULE II

BID SCHEDULE

PROPOSER: _____
(Company Name)

A. SERVICE SCHEDULES:

1. E-2 (Hidden Springs) ~~& E-16 (Shadow Mountain)~~ Parkways & Medians - Current Service – Level 1

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 LANDSCAPED PARKWAYS & MEDIANS	Planter:265,280 sq. ft.	$	$	$
~~E-16 LANDSCAPED PARKWAYS & MEDIANS~~	~~Planter:118,002 sq. ft.~~	~~$~~	~~$~~	~~$~~
PARKWAYS & MEDIANS TOTAL		$	$	$

2. E-2 (Hidden Springs) Open Space (Paseos) - Current Service –Service – Level 4

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 OPEN SPACE (PASEOS)	Planter:3,308,892 sq. ft.	$	$	$
OPEN SPACE (PASEOS)TOTAL		$	$	$

E-2 ~~& E-16~~ Landscaped Parkways & Medians and E-2 Open Space (Paseos) TOTAL AMOUNT OF SERVICE	$	$	$

The Total Amount of the Service shall be the combined total cost for twelve (12) months of service based upon the totals in A. 1. E-2 (Hidden Springs) ~~and E-16~~ Parkways and Medians – Service Schedule Level 1 and A. 2 E-2 (Hidden Springs) Open Space (Paseos) –Service Schedule Level 4 as listed on the preceding page:

Figures: _____and _____/100's Dollars

Words: _____ and _____/100's Dollars

All work shall be performed in accordance with the terms and conditions of this Independent Contractor Agreement, which includes all General and Technical Provisions as outlined herein for the Full or Reduced Services. Any modification to the number of occurrences for any service shall be made per written direction by the District. Service occurrences may be modified with 30 days advance written notice by the District.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway, irrigation, and landscaping as set forth in Exhibit A of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s)._____ has/have been received and is/are made a part of this proposal.

_____ _____
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

B. OPTIONAL SERVICE LEVELS

1. E-2 (Hidden Springs) ~~& E-16 (Shadow Mountain)~~ Parkways & Medians

- **Service Schedule Level 2 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 LANDSCAPED PARKWAYS & MEDIANS	Planter:265,280 sq. ft.	$	$	$
~~E-16 LANDSCAPED PARKWAYS & MEDIANS~~	~~Planter:118,002 sq. ft.~~	~~$~~	~~$~~	~~$~~

- **Service Schedule Level 3 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 LANDSCAPED PARKWAYS & MEDIANS	Planter:265,280 sq. ft.	$	$	$
~~E-16 LANDSCAPED PARKWAYS & MEDIANS~~	~~Planter:118,002 sq. ft.~~	~~$~~	~~$~~	~~$~~

2. E-2 (Hidden Springs) Open Space (Paseos)

- **Service Schedule Level 1 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 OPEN SPACE (PASEOS)	Planter:3,308,892 sq. ft.	$	$	$

PROPOSER: _____
(Company Name)

_____ _____
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

OPTIONAL SERVICE LEVELS (Continued)

E-2 (Hidden Springs) Open Space (Paseos)

- **Service Schedule Level 2 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 OPEN SPACE (PASEOS)	Planter:3,308,892 sq. ft.	$	$	$

- **Service Schedule Level 3 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 OPEN SPACE (PASEOS)	Planter:3,308,892 sq. ft.	$	$	$

PROPOSER: _____
(Company Name)

_____ _____
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

C. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work and Routine Irrigation Repair shall include, but are not limited to, those situations where Additional Work may be required, as referenced in Exhibits A and C.

UNIT PRICES (Includes all labor and materials)

1. 1 gal. shrub/vine/ground cover in place	@	$_____	ea
2. 5 gal. shrub/vine/ground cover in place	@	$_____	ea
3. 5 gal. tree in place (stakes included)	@	$_____	ea
4. 15 gal. tree in place (stakes included)	@	$_____	ea
5. 24" box tree in place (stakes included)	@	$_____	ea
6. 36" box tree in place (guy wires included)	@	$_____	ea
7. Flat of ground cover in place	@	$_____	ea
8. Fertilizer application	@	$_____	ea
9. Planter bed mulch in place	@	$_____	/cu. yd
10. Additional labor	@	$_____	/man hour
11. Additional Irrigation Technician	@	$_____	/man hour

PROPOSER: _____
(Company Name)

_____ _____
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

D. ROUTINE IRRIGATION REPAIR PRICES

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

1. Irrigation repair parts for routine repairs @ cost plus _____%

2. Unit prices for Additional Work (additional landscape areas) per Exhibit C, Section 2.

   A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable).
   $_____/sq. ft./mo.

   B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable).
   $_____/sq. ft./mo.

3. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: _____
(Company Name)

_____ _____
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

II. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, (Schedule II) A. "Bid Schedule"):

_____
(Dollar Amount in Words)

$_____
(Dollar Amount in Figures)

Date: _____

Proposer: _____
(Company Name)

By: _____
(Signature)

Title: _____

State License Number and Classification: _____

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF _____

PRESIDENT_____

(Corporate Seal)

SECRETARY_____

III. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is a cashier's check, a certified check, or a Proposal Surety Bond for_____, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated _____

Signature of Proposer _____

By _____

Address of Proposer _____

_____

Telephone Number of Proposer (____)_____

Names and Addresses of Members of the Company:

_____

_____

(If a Corporation)

Signature of Proposer _____

By _____

Title _____

Business Address _____

_____

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of _____

State License Number and Classification _____

PRESIDENT _____

SECRETARY _____

TREASURER _____

(Corporate Seal)

IV. PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____, as

principals, and_____, a duly

authorized corporate surety: Business Address_____

_____,

Phone (___)_____, are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of _____Dollars, ($_____), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly, and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about to hand in and submit to the Board of Directors of the Moreno Valley Community Services District, a proposal for **PROJECT NO. E-2 ~~AND E-16~~/13-14 -, HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~ MAINTENANCE OF PARKWAY, MEDIAN & OPEN SPACE LANDSCAPING AND IRRIGATION**, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said Board of Directors, and if the said principal shall fail or neglect to enter into a Contract therefore within the required time, then in that case the undersigned obligors will pay to the Moreno Valley Community Services District the full sum of _____Dollars,

($_____), as liquidated damages for such failure and neglect.

WITNESS our hands this_____day of_____,20_____.

(SIGNATURE PAGE FOLLOWS)

Proposal Surety Bond (cont.)

PRINCIPAL	CORPORATE SURETY
Name:_____	Name:_____
Address:_____	Address:_____
_____	_____
Tel. No.:_____	Tel. No.:_____
By:_____	By:_____ Attorney-in-Fact

SIGNING INSTRUCTIONS

- **The Bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.**
- **The Bond shall include attached Notary Certificates for the Attorney-in-Fact and the Principal.**
- **The Bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).**
- **The Bond shall include the address at which the Principal and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).**

If any of the above items are omitted, the proposal will be considered non-responsive and will be rejected.

V. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF)§

(NAME)_____, affiant being first duly sworn, deposes and says:

That he or she is_____ of
(sole owner, partner or other proper title)

_____
(Contractor)
the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name:_____

Bidder's Address:_____

_____

Telephone No.: (_____)_____

_____ _____
(Signature of Bidder) (Title)

ALL SIGNATURES MUST BE NOTARIZED

EXHIBIT F: PREVAILING WAGE DETERMINATION

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

DETERMINATION: SC-LML-2008-1
ISSUE DATE: February 22, 2008
EXPIRATION DATE OF DETERMINATION: December 31, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

		Employer Payments					Straight-Time		Overtime
LOCALITY:	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2X
Imperial	$8.00	-	-	[a] 0.115	0.17	-	8	[a] 8.285	[a] 12.285
Inyo, Mono and San Bernardino	8.00	-	-	0.30	0.17	-	8	8.47	12.47
Kern	8.00	-	-	[c] 0.16	0.17	-	8	[b] 8.33	[b] 12.33
	10.00	-	-	[d] 0.27	0.46	-	8	[a] 10.73	[b] 15.73
Los Angeles	8.00	0.89	-	[e] 0.115	0.14	-	8	[b] 9.145	[b] 13.145
Orange	8.00	-	-	[f] 0.11	0.11	-	8	[a] 8.22	[b] 12.22
Riverside	8.00	-	-	[g] 0.20	0.16	-	8	[a] 8.36	[a] 12.36
San Diego	8.00	-	-	0.22	0.115	-	8	8.335	12.335
	8.00	-	-	0.24	0.12	-	8	8.36	12.36
San Luis Obispo	8.00	-	-	[h] 0.15	0.15	-	8	8.30	12.30
	8.00	-	-	[i] 0.16	0.16	-	8	8.32	12.32
Santa Barbara	8.00	-	-	[h] 0.12	0.12	-	8	[a] 8.24	[a] 12.24
	8.00	-	-	[i] 0.13	0.13	-	8	[a] 8.26	[a] 12.26
Ventura	8.00	-	-	0.115	0.16	-	8	8.275	12.275
	8.00	2.87	-	[j] 0.19	0.26	-	8	[a] 11.42	[a] 15.42

Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

[a] $0.22 after 3 years of service.
[b] Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
[c] $0.31 after 2 years of service.
[d] $0.54 after 2 years of service: $0.81 after 3 years of service.
[e] $0.24 after 3 years of service: $0.37 after 7 years of service.
[f] $0.22 after 4 years of service.
[g] $0.40 after 3 years of service.
[h] $0.23 after 2 years of service.
[i] $0.27 after 2 years of service.
[j] $0.38 after 3 years of service.
[k] $0.29 after 2 years of service.
[l] $0.31 after 2 years of service.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Travel and subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

18C

EXHIBIT G: MONTHLY LANDSCAPE SERVICES REPORT FORM

MONTHLY LANDSCAPE SERVICES REPORT
PROJECT NO._____ MORENO VALLEY COMMUNITY SERVICES DISTRICT MONTH OF _____, 20___

MAINTENANCE • DATE(S) • AREA • SERVICE TYPE: MOW/EDGE TRIM/PRUNE-WEED LITTER-IRRIGATION ETC.	FERTILIZER • DATE(S) • AREA • PRODUCT/ANALYSIS • AMOUNT/AREA • CROP	PESTICIDES • DATE(S) • PRODUCT USED • AMOUNT USED • AREA • TARGET PEST	COMPLAINTS • DATE(S) RECEIVED • AREA/LOCATION • COMPLAINT/ACTION • DATE CORRECTED • CORRECTIVE ACTION	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED • CORRECTIVE ACTION
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

EXHIBIT H: WEEKLY IRRIGATION REPORT FORM

WEEKLY IRRIGATION REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT

CONTROLLER NO. _____ FOR MONTH OF _____, 20___

STATION NO. _____ PROJECT NO._____

	DATE(S) CHECKED	PROBLEM(S) IDENTIFIED	CORRECTIVE ACTIONS • DATE CORRECTED • CORRECTIVE ACTION DETAILS	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

EXHIBIT I: GREENWASTE REPORT FORM

MORENO VALLEY COMMUNITY SERVICES DISTRICT
-MONTHLY GREENWASTE REPORT-
FOR

MONTH:_____YEAR:_____

1. **Source of greenwaste (Project No./Location):_____**

   _____

2. **Amount of greenwaste generated from above source (by weight):**
   _____LBS. –or- TONS.

3. Name, address, and phone number of recycle accepting greenwaste:

   - **Company Name:_____**
   - **Address: _____**

     _____
   - **Phone Number: (_____)_____**

4. **Amount of greenwaste-source products (mulch, compost, top dressing, and soil amendments, etc.) furnished to Project (by weight):**

   _____LBS. -or- TONS.

5. **Name, address, and phone number of recycle supplying greenwaste-source products to Project (if different from No. 3 above):**

   _____

   _____

   _____

6. **Number of times turf mowed this month:_____**

7. **Number of times turf mowed without clippings caught:_____**

CONTRACTOR:_____

ADDRESS:_____

PHONE:_(_____)_____

MINUTES - REGULAR MEETING OF JUNE 25, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

MINUTES - REGULAR MEETING OF JUNE 25, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: July 9, 2013

TITLE: PUBLIC HEARING TO CONSIDER FEE SCHEDULE FOR FISCAL YEAR 2013-14

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a Public Hearing to receive public input on the proposed Fee Schedule for Fiscal Year 2013-14.

2. Adopt Resolution No. 2013-25, approving the Fee Schedule for Fiscal Year 2013-14.

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Finance Sub-Committee of the City Council recommends that the City Council adopt the proposed resolution approving the Fee Schedule for Fiscal Year 2013-14.

BACKGROUND

The guiding principle behind user fee cost recovery, as established in the California Government Code, is that a jurisdiction is entitled to recover the estimated reasonable cost of providing a service for which a fee is charged, but not to recover more than its estimated reasonable cost. The City's Fee Schedule is based upon this principle.

In 2005, a comprehensive review of the City's user fee structure and cost recovery policies was conducted with the assistance of the consulting firm DMG-Maximus. Building & Safety fees were excluded from this review and are based on an earlier study conducted by DMG-Maximus in 1999. One of the major policy decisions approved by

the City Council in 1999, and which has continued to the present, is to adjust user fees each year based on the year-over-year change in the Consumer Price Index (CPI), All Items, for Los Angeles-Riverside-Orange County. This policy of adjusting fees based on the annual change in CPI provides a mechanism for user fees to be adjusted annually to keep pace with inflationary cost increases incurred by the City without the need for a comprehensive review of fees each year.

It is anticipated that a new fee cost study will be conducted during Fiscal Year 2014 after the completion of a new cost allocation plan. This will provide accurate overhead cost allocation rates which will reflect the current organization structure and activity levels to ensure that full cost recovery is achieved by the City's fee structure.

DISCUSSION

Although the City's user fees, in general, are adjusted based on the annual change in CPI, the annual process for establishing the recommended Fee Schedule provides City departments the opportunity to recommend other actions, as appropriate, with respect to their fees. Department fee recommendations may include a number of different actions including the following:

1. Adding new fees as recommended;

2. Deleting certain fees that are no longer applicable;

3. Moving a certain fee from one department/program to another to reflect changes in program oversight;

4. Revising a fee description to more accurately reflect the nature of the service provided;

5. Recommending a fee adjustment different than CPI if the cost of providing the service has materially changed in the past year; and

6. Recommending a different methodology for charging a given fee to achieve more equitable cost recovery.

In order to ensure consistency among departments, all new fees or fees that are proposed to increase are based on a uniform cost analysis methodology. All fees have been increased by the growth in the Consumer Price Index (CPI) with the exception of any new fees created after November 2, 2010. With the passage of Proposition 26, fees created after November 2, 2010, cannot be increased automatically by CPI. Fees subject to this provision are identified with "See Note 1" in the comment section of the Fee Schedule. If fees were increased by some other factor or if divisions requested that fees not be increased by CPI, a comment will be shown in the comments column identifying this activity. All proposed fee additions, deletions or revisions other than those resulting from the application of the CPI factor have been identified in red text and

the description of the modification will be shown in the comments column to make them more easily identifiable.

The increase in the CPI applied to existing fees is 2.0%. This factor was developed from data released by the Bureau of Labor Statistics (BLS) for the Los Angeles-Riverside-Orange County region and reflects the average growth in the CPI over the twelve month period of December 2011 through November 2012. A twelve month average was used to reduce the impact from spikes that may occur during any given month.

Other revisions to the fee schedule include the following:

Administrative Services

The fees related to dog adoption were left unchanged. This is based on the direction of the City Council to maintain dog adoption fees at levels consistent with other jurisdictions.

Community and Economic Development Department / Building and Safety Division

- The following fees were not increased by CPI but were set to match the fully burdened average hourly rate:
    - Demand Letter
    - Updated Demand Letter
    - Replacement Lien Release

- The following new fees were added:
    - Replacement Job Card
    - Transfer of Issued Permit to New Applicant with Job Card
    - Special Inspector Registration
    - Address Assignment
    - Alternate Means, Methods or Materials Review
    - Counter Plan Check/Site Plan Approval
    - Plan Check (Accessibility, Green Code & Energy Code)
    - Plan Check Solar SV System
    - Plan Check/Permit Extension
    - Revision of Approved Plans
    - Inspections (Accessibility, Green Code, & Energy Code)
    - Training Surcharge (AB 717)
    - Document Archive
    - Technology Maintenance Fee

Community and Economic Development Department / Land Development Division

Fees which represent the cost of the review process performed by both Land Development and Planning staff have been consolidated. This activity does not result in any increase in cost to the developers. The specific fees that will be consolidated are:

- Lot Line Adjustment
- Certificate of Parcel Merger
- Certificate of Compliance
- Conditional Certificate of Compliance
- Parcel Map Residential & Commercial
- Amended Parcel Map Residential & Non-Residential
- Amended Tract Map
- 4th and Subsequent Reviews
- Subdivisions & Custom Homes
- Tract Maps & Non-Subdivisions
- Revisions (Mass/Rough Grading Plans)
- Stockpile/Borrow Site Plans
- Revisions (Stockpile/Borrow)
- Precise Grading Plan Check Parcel Maps
- Precise Grading Plan Check Tract Maps
- Precise Grading Plan Non-Subdivisions
- Precise Grading Plan Revisions (Precise Grading Plans)

- Added NPDES Construction Inspection Invoice Processing Fee
- Added NPDES Business Inspection Invoice Processing Fee
- Advanced Energy categories have been expanded to better represent potential future street light installations.

Community and Economic Development Department / Planning Division

- The "Fully Burdened Hourly Rate" is being increased from $168.00 to $176.00.
- Fees have been recalculated to capture the cost of the review process performed by Building & Safety and Special Districts Division staff. These services have been provided in the past but were not included in the fee calculation that was charged. Specific fees that will be increased to include these cost components:
  - Conditional Use Permit
  - Conditional Use Permit Amended CUP/Substantial Conformance
  - Custom Home Review
  - Environmental Review-Expanded Initial Study/Expanded Project Review
  - Plot Plan
    - With Hearing
    - Without Hearing (notice)
    - Without Hearing (no notice)
    - Amended Plot Plan/Substantial Conformance
  - Temporary Use Permits
- Added DIF Processing Fee

Financial & Management Services Department / Special Districts Division

Added a notation that Mail Ballot/Special Elections Processing fees will include any associated 3rd party costs.

Fire

- The following fees are being added:
  - Alarm-Fire Monitoring (Plan Check & Inspection)
  - Photovoltaic Systems (Plan Check & Inspection)
  - Hazardous Materials (Plan Check & Inspection)
  - Welding & Cutting (Plan Check & Inspection)
  - Multi-Family Housing Residential Inspection (This fee has been reviewed and approved by the Public Safety Sub-Committee)

Parks & Community Services

- The following fees are being added:
  - Athletic Field Lighting – Adult Groups at Moreno Valley Community Park
  - Over 4 Hour Play – Field Preparation Weekends
  - Golf Course:
    - Adult 18 Holes Twilight Rate (after 2PM)
    - Adult 9 Holes Twilight Rate (after 2PM)
    - Seniors 55 & Over 18 Holes Twilight Rate (after 2PM)
    - Seniors 55 & Over 9 Holes Twilight Rate (after 2PM)
    - Students Under 18 -18 Holes Twilight Rate (after 2PM)
    - Students Under 18 - 9 Holes Twilight Rate (after 2PM)
    - Students Under 18 -18 Holes (Weekends, Holiday, Tournament)
    - Students Under 18 - 9 Holes (Weekends, Holiday, Tournament)
    - Replay for Additional 9 Holes
    - Punch Cards
      - Adults, Seniors & Students
        - Ten 9-Hole Rounds (Any Day)
        - Ten 18-Hole Rounds (Mon-Fri)
        - Ten 18-Hole Rounds (Any Day)
  - Facility Rental
    - Fees have been added for the Cottonwood Banquet Room
- The following fees are being deleted:
  - Locker Rentals
  - Youth After School Cards
  - Monthly Cards: Family of 4

Police

- The following fees are revised to match the current contract:
  - Police Services at Public Event
    - Police Sergeant
    - Police Officer

        - Community Services Officer
- The following fees are being revised to reflect the current Business & Professions Code
    - Second Hand Dealers License (Initial & Renewal)

Public Works Department / Maintenance & Operations Division

Public Works Department, Maintenance & Operations Division, Solid Waste & Recycling Program is proposing an ordinance to institute illegal hauling prohibitions which will result in the need for additional fees to be included in the FY13/14 Fee Schedule. The following fees are related to the costs for the City's franchise waste hauler to haul and store illegal bins for a maximum of 30 days:

- Confiscation of Bin
    - Hauling & Disposal
    - Storage

Fee Schedule Implementation

The proposed updates to the Fee Schedule will occur in a two-cycle process. Non-development related fees become effective on Monday, July 15, 2013. Development related fees will become effective Monday September 9, 2013. Development related fees would be considered fees related to Planning, Building & Safety, Land Development, Special Districts and Fire. This will meet the 60 day waiting period required by the Government Code Section 66016-17 for development related fees.

ALTERNATIVES

The following alternatives are available to the City Council:

1. Following the public hearing, adopt Proposed Resolution, approving the proposed Fee Schedule for FY 2013-14.

2. Following the public hearing, modify the proposed Fee Schedule prior to adopting Proposed Resolution.

3. Provide staff with further direction.

Staff recommends Alternative No. 1.

FISCAL IMPACT

User fees included in the City's Fee Schedule generate revenues that enable the City to provide a wide variety of services requested by our constituents. For FY 2013-14, these revenues are projected to be approximately $13 million, which includes the General Fund and various zones in the Community Services District (CSD).

CITY COUNCIL GOALS

Revenue Diversification and Preservation: Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

SUMMARY

It has been City Council's policy to adjust user fees annually to reflect changes in the Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County region. The applicable CPI has increased by 2.0% in the past year and most fees have been adjusted to reflect this increase. Other fee adjustments are recommended, where appropriate, to better reflect the City's actual cost of providing the applicable service, to achieve more equitable cost recovery, or to clarify how fees are applied. It is anticipated that a new fee cost study will be conducted during Fiscal Year 2014 after the completion of a new cost allocation plan. This will provide accurate overhead cost allocation rates which will reflect the current organization structure and activity levels to ensure that full cost recovery is achieved by the City's fee structure. It is recommended that City Council adopt the Proposed Resolution approving the Fee Schedule for FY 2013-14.

NOTIFICATION

The City Council meeting of July 9, 2013, has been properly noticed as a Public Hearing to consider the proposed FY 2013-14 Fee Schedule.

ATTACHMENTS

Attachment 1: Proposed Resolution
Attachment 2: PowerPoint

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ESTABLISHING SPECIFIED FEES FOR VARIOUS SERVICES FOR FISCAL YEAR 2013-14 AND REPEALING PRIOR RESOLUTIONS THAT MAY BE IN CONFLICT

WHEREAS, the City Council has in the past approved and adopted fee schedules for various services provided by the City for the benefit of a limited number of persons; and

WHEREAS, the cost of rendering such services should be borne by the beneficiaries of such service; and

WHEREAS, data supporting the estimated cost of providing said services has been made available to the City Council and to the public; and

WHEREAS, the City Council has duly considered at a duly noticed public hearing the question of whether or not to modify existing fees and establish new fees for such services, to provide more equitable cost recovery for such services; and

WHEREAS, at said hearing, the City Council duly considered all public comments which were made with respect to said question;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The fee schedule attached as Exhibit "A" hereto is hereby approved and adopted.

2. Where services are performed for the City by another governmental agency, the fees charged by the City shall be adjusted upward or downward to reflect fluctuations, if any, in the price which the City pays to the other government agency for such services. Such adjustments shall be made as the fluctuations occur if imposed upon the City without recourse.

3. All prior enactments of the City Council establishing fees for services, materials, impact and mitigation are hereby repealed to the extent that such enactments establish fees for services, materials and mitigation which are different than the fees established therefore by this Resolution, but shall otherwise remain in full force and effect.

4. All fees established by this Resolution shall, when collected, be paid to the City Treasurer for deposit into the General Fund of the City or into such special funds as may be otherwise required by law.

5. If any provision, clause, sentence or paragraph of this Resolution or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect any other provision or application of the provisions of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are hereby declared to be severable.

6. Each fee or charge set by this Resolution is for the specific process or service to which the fee or charge is related. When a process or service in addition thereto is requested or required, the appropriate additional fee or charge shall be imposed and collected only upon approval of the City Council.

7. When a fee or charge is indicated on a unit basis, a fee or charge for each such unit or portion of a unit associated with the requested or required process or service shall be imposed and collected.

8. If a deposit has been made on account of a fee or charge, and where the deposit is insufficient to pay the later-determined actual fee or charge, the balance due shall be paid to the City before any associated entitlement or permit is issued to the applicant. If the amount of the deposit exceeds the later-determined actual fee or charge, the overage shall be refunded to the applicant, except that an overage of one dollar or less shall not be refunded but shall be transferred to the General Fund of the City.

9. The fees approved, increased and established herein shall become effective July 15, 2013 for fees considered to be non-development related and September 9, 2013 for fees considered to be development related.

APPROVED AND ADOPTED this 9th day of July, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00210258

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-25 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 9th day of July, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

City of Moreno Valley

Schedule of City Fees, Charges and Rates

Fiscal Year 2013-14

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MV00210260

Section 1 - Administrative Services

Animal Services

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Adoption Fee (Does not include the cost for spay/neuter)				
Dogs	Each	$ 31.00	$ 31.00	NO CHANGE
Cats	Each	$ 20.00	$ 20.00	
Rabbit, Hamsters and Guinea Pigs	Each	$ 10.00	$ 10.00	
Other Animals *	Each	$ 10.00	$ 10.00	
* Fee for "Other Animals" not to exceed the fair market price				
Deposits (Refundable)				
Rabies Vaccination	Each	$ 20.00	$ 20.00	
Spay & Neuter	Each	$ 75.00	$ 75.00	
Owner Relinquishment				
Dog/Cat*	Each	$ 23.00	$ 23.00	
Dog/Cat-Litter*	Each	$ 23.00	$ 23.00	
Other Domestic*	Each	$ 10.00	$ 10.00	
* Owner may be asked to pay for the cost of spay/neuter and/or vaccines				
** Out of area animals are accepted at the discretion of shelter staff based on adoptability and shelter population				
Owner Requested Companion Pet Euthanasia				
Small/Medium (0-50 lbs)	Each	$ 23.00	$ 23.00	
Medium/Large (> 50 lbs)	Each	$ 27.00	$ 28.00	
Litter (up to 8)	Each	$ 23.00	$ 23.00	
Litter (each add'l >8)	Each	$ 2.00	$ 2.00	
Deceased Animal Disposal				
Small/Medium (0-50 lbs)	Each	$ 18.00	$ 18.00	
Medium/Large (51+ lbs)	Each	$ 23.00	$ 23.00	
Animal Redemption				
1st Impound	Per Animal	$ 26.00	$ 27.00	
2nd Impound	Per Animal	$ 52.00	$ 53.00	
3rd Impound	Per Animal	$ 78.00	$ 80.00	
More than 3 (each occurrence)*	Per Animal	See Note *	See Note *	
Small Livestock **	Per Animal	$ 30.00	$ 31.00	
Large Livestock **	Per Animal	$ 60.00	$ 61.00	
Other (birds, reptiles, etc)	Per Animal	$ 20.00	$ 20.00	
* Impound fee will increase by $50 for each additional occurrence. For example the 4th occurrence would be $125, the 5th occurrence would be $175 etc.				
** Trailering Fee		$ 60.00	$ 61.00	
		+ actual cost for ACO	+ actual cost for ACO	

MV00210261

Section 1 - Administrative Services

Animal Services

			Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Boarding						
	Dogs, Cats & Other		Per Day	$ 6.00	$ 6.00	
	Small Livestock		Per Day	$ 8.00	$ 8.00	
	Large Livestock		Per Day	$ 11.00	$ 11.00	
	Other Small Animals		Per Day	$ 5.00	$ 5.00	
	Special handling fee		Per Animal	$ 21.00	$ 21.00	
	(Special handling relates to call that require additional Animal Control Officers or extraordinary circumstances such as badly decomposed, owned, deceased animals or transportation to a Veterinarian for sick/injured animals.)					
	Re-inspection Fee (Failed compliance on confinement/property inspections)		Per Inspection	$ 51.00	$ 52.00	
Licensing						
	Dog (altered)					
		1 year	Each	$ 15.00	$ 15.00	
		2 year	Each	$ 26.00	$ 27.00	
		3 year	Each	$ 33.00	$ 34.00	
	Dog (unaltered)					
		1 year	Each	$ 51.00	$ 52.00	
		2 year	Each	$ 82.00	$ 84.00	
		3 year	Each	$ 103.00	$ 105.00	
Licensing (cont)	Potentially Dangerous/Vicious		Each	$ 103.00	$ 105.00	
	Economic Hardship* (altered only)		Each	$ 6.00	$ 6.00	
	*Residents must provide proof that they earn 65% of the median income as set by HUD for the County of Riverside.					
	Late Fee		Each	$ 20.00	$ 20.00	
	Transfer Fee		Each	$ 6.00	$ 6.00	
	Lost Tag Replacement		Each	$ 6.00	$ 6.00	
Kennel						
	Class I Dog					
		1 year	Each	$ 134.00	$ 137.00	
		2 year	Each	$ 196.00	$ 200.00	
	Class II Dog					
		1 year	Each	$ 201.00	$ 205.00	
		2 year	Each	$ 261.00	$ 266.00	
	Cattery					
		1 year	Each	$ 134.00	$ 137.00	
		2 year	Each	$ 196.00	$ 200.00	
	Late Fee			$ 64.00	$ 65.00	

MV00210262

Section 1 - Administrative Services

Animal Services

	Unit	Current Fee		Proposed Fee	Comments on Proposed Changes to Fees
Other Services					
Dog DA2PP Vaccination *	Each	$ 10.00		$ 10.00	
Cat FVRCP Vaccination **	Each	$ 10.00		$ 10.00	
Bordatella Vaccination	Each	$ 10.00	**See Note 1**	**$ 10.00**	
Microchip (Owner to pay AKC registration fee)	Each	$ 16.00		$ 16.00	

* DA2PP Vaccination- Distemper, Adeno-2, Parvo and Oanfluenza (commonly known as a 5 in 1)

** FVRCP Vaccination - Feline Viral Rhinotracheitus (FHV-1), Calicivirus and Panleukopenia (commonly known as a 4 in 1)

Trap Rental					
Cat					
Trap Rental	per Week	$ 12.00		$ 12.00	NO CHANGE
Refundable Deposit		$ 50.00		$ 50.00	NO CHANGE
Dog					
Trap Rental	per Week	$ 21.00		$ 21.00	NO CHANGE
Refundable Deposit		$ 150.00		$ 150.00	NO CHANGE
Requests for Information	per Page	$ 0.20		$ 0.20	
Pet Identification Tags	Each	$5.50 - $7.50		$5.50 - $7.50	
Surcharges					
Unlicensed Animal	Each	$ 15.00		$ 15.00	
Un-altered Animal	Each	$ 15.00		$ 15.00	
Out-of-area Service Request (for non-residents)	Each	$ 26.00		$ 27.00	
Un-altered Kennel/Cattery	Each	$ 52.00		$ 53.00	
Owner Field Service Request	Each	$ 15.00		$ 15.00	
After Hours Emergency Field Response	Each	$ 21.00		$ 21.00	

MV00210263

Section 1 - Administrative Services

Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees

Animal Services

Municipal Code Reference	Violation	Offenses within a 36 month period		
		1st	2nd	3rd
10.02.020 A	Failure to License Dog/Wear License Tag	$50.00	$100.00	$200.00
10.02.020 B	Failure to Vaccinate for Rabies	$50.00	$100.00	$200.00
10.02.040	Failure to License Kennel/Cattery	$100.00	$200.00	$500.00
10.02.130 A-G	Animal Cruelty-Minor Offense	$100.00	$200.00	$500.00
10.02.130 A-G	Animal Cruelty-Major Offense	$200.00	$500.00	
10.02.090 N	Animal Abandonment	$100.00	$200.00	$500.00
10.02.080 A,B	Animal at Large-Altered	$50.00	$100.00	$200.00
10.02.080 A,B	Animal at Large-Unaltered	$100.00	$200.00	$500.00
10.02.080 E	Animal at Large-Threat to Public Safety	$200.00	$500.00	$500.00 (plus removal from City*)
10.02.100	Failure to Provide Proof of Spay/Neuter (spay/neuter deposit forfeited)	$150.00		
10.02.160	Failure to Comply with Public Nuisance Remedial Requirements	$100.00	$200.00	$500.00
10.02.240-270	Failure to Comply with Requirements for Potentially Dangerous or Vicious Animals	$500.00	$500.00	(plus removal from City*)
10.02.120	Failure to Quarantine/Produce the Animal/Concealing Information	$100.00	$200.00	$500.00
10.02.110	Barking Dog	$100.00	$200.00	$500.00
10.02.140 C,D	Interference with ACE or Tampering with Animal/Equipment	$100.00	$200.00	$500.00
10.02.010	Failure to Pay for Services Rendered or Outstanding Fees	$50.00	(plus outstanding balance)	
H&S 122335	Dog Tethering Violation	$50.00	$100.00	$200.00
122220	Violation of Pet Protection Act (Businesses/Commercial Breeding)	$50.00	$200.00	$500.00

* 10.20.160 B.8 Public Nuisance-Prohibit or regulate the acquiring and keeping within the city specified animals for a period of up to five years.

Note 1 - Any fees added to the Fee Schedule after November 2010 may not be automatically increased by CPI based on legal interpretation of Prop 26. This ruling does not include fees related to recreation programs, facility rental or utility operations.

MV00210264

Section 1 - Administrative Services

Library

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Replacement Library Card	Each	$ 2.00	$ 2.00	
Inter-Library Loan Overdue	per Day	$ 2.00	$ 2.00	
Floppy Disks (blank)	Each	$ 1.00	$ 1.00	
Flash Drives & Earbuds	Each	Actual Cost		
Replacement Bar Code	Each	$ 1.00	$ 1.00	
Account Printout	per Page	$ 0.20	$ 0.20	
Printing - Black & White	per Page	$ 0.20	$ 0.20	
Printing - Color	per Page	$ 0.75	$ 0.75	
Copies - Black & White	per Page	$ 0.15	$ 0.15	
Faxes				
Send/Receive Public Faxes - Local	per Page	$ 1.00	$ 1.00	
Domestic Long Distance Faxes	per Page	$ 2.00	$ 2.00	
International Long Distance Faxes	per Page	$ 3.00	$ 3.00	
Exam Proctoring	per Exam	$ 15.00	$ 15.00	
Lost Materials	per Item	Actual Cost +	Actual Cost +	
Lost Material Processing	per Item*	$ 10.00	$ 10.00	
* Except for uncataloged paperbacks, no processing fee				
Fines				
Overdue Books				
Adult	per Item per Day	$ 0.50	$ 0.50	
Children	per Item per Day	$ 0.25	$ 0.25	
Overdue Videos, Kits & Book Club Bags	per Item per Day	$ 1.00	$ 1.00	
Overdue CDs	per Item per Day	$ 0.50	$ 0.50	
Overdue Audiocassettes	per Item per Day	$ 0.50	$ 0.50	

Section 2 - City Clerk

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Agenda Subscription	per Year	$ 106.00		$ 108.00		
Certification of Public Records	Each	$ 6.00		$ 6.00		
Minutes Subscription	per Year	$ 106.00		$ 108.00		
Municipal Code and Code Supplements	per Page	$ 0.20	+mailing costs	$ 0.20	+mailing costs	
Nomination Papers Filing Fee	Each	$ 25.00	Pursuant to §10228 of the CA Elections Code	$ 25.00	Pursuant to §10228 of the CA Elections Code	
Notice of Intent Filing Fee	Each	$ 200.00	Pursuant to § 9202 of the CA Elections Code	$ 200.00	Pursuant to § 9202 of the CA Elections Code	
Audio Tape Recordings of Council Meetings	per Tape	$ 2.00		$ 2.00		
Fair Political Practices Commission (FPPC)	per Page	$ 0.10		$ 0.10		

MV00210266

Section 3 - City Manager

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Cable TV Administration and Production				
Video Recordings of Council Meetings	per Tape	$ 6.00	$ 6.00	
Recordings of Council Meetings on DVD	per DVD	$ 2.00	$ 2.00	
Recording of Council Meetings on CD (Audio only MP3 file)	per CD	$ 2.00	$ 2.00	

MV00210267

Section 4 - Community & Economic Development

Building and Safety

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Water Heater Permit	Each	$ 60.00	$ 60.00	
Water Heater Permit Re-inspection	Each	$ 60.00	$ 60.00	
Residential Tract Unit				
Note: Residential tract plan check fees and residential tract housing inspection fees are based on the following tables:				
1 Story Permit				
<= 1,400 sq ft		$ 471.00	$ 480.00	
> 1,400 sq ft	per 50 sq ft	$ 7.38	$ 7.53	
1 Story Plan Check				
<= 1,400 sq ft		$ 667.00	$ 680.00	
> 1,400 sq ft	per 50 sq ft	$ 6.78	$ 6.92	
1.5 Story Permit				
<= 1,400 sq ft		$ 545.00	$ 556.00	
> 1,400 sq ft	per 50 sq ft	$ 8.32	$ 8.49	
1.5 Story Plan Check				
<= 1,400 sq ft		$ 824.00	$ 840.00	
> 1,400 sq ft	per 50 sq ft	$ 8.93	$ 9.11	
2 Story Permit				
<= 1,400 sq ft		$ 662.00	$ 675.00	
> 1,400 sq ft	per 50 sq ft	$ 9.24	$ 9.42	
2 Story Plan Check				
<= 1,400 sq ft		$ 824.00	$ 840.00	
> 1,400 sq ft	per 50 sq ft	$ 8.93	$ 9.11	
~~Identical Unit Plan Check~~ Site Plan Approval Tract Only	per Unit	$ 91.00	$ 93.00	

MV00210268

Section 4 - Community & Economic Development

Building and Safety

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Structural Alterations-Plan Check-Per Option				
1 Story				
<= 1,400 sq ft		$ 386.00	$ 394.00	
> 1,400 sq ft	per 50 sq ft	$ 3.10	$ 3.16	
1.5 Story				
<= 1,400 sq ft		$ 407.00	$ 415.00	
> 1,400 sq ft	per 50 sq ft	$ 4.62	$ 4.71	
2 Story				
<= 1,400 sq ft		$ 407.00	$ 415.00	
> 1,400 sq ft	per 50 sq ft	$ 4.62	$ 4.71	
Non-Structural Alterations-Plan Check-Per Option				
1 Story				
<= 1,400 sq ft		$ 162.00	$ 165.00	
> 1,400 sq ft	per 50 sq ft	$ 1.54	$ 1.57	
1.5 Story				
<= 1,400 sq ft		$ 201.00	$ 205.00	
> 1,400 sq ft	per 50 sq ft	$ 2.15	$ 2.19	
2 Story				
<= 1,400 sq ft		$ 201.00	$ 205.00	
> 1,400 sq ft	per 50 sq ft	$ 2.15	$ 2.19	

Building Permit Fees

1997 Uniform Administrative Code fees

Building Plan Check Fees

When building plans are required by the Building Official, plan check fees shall be equal to the building permit fee (100%) and shall be paid at the time of submitting plans, excluding the permit issuance fee.

MV00210269

Section 4 - Community & Economic Development

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees

Building and Safety

Electrical Permit Fees

1997 Uniform Administrative Code fees

Note: An Electrical Permit Fee is separate from, and in addition to, the fee for any other permit which may be required by other code provisions.

Electrical Plan Check Fees

Whenever electrical plans are required by the Building Official, plan check fees shall be equal to the electrical permit (100%) and shall be paid at the time of submitting plans, excluding the permit fee.

Mechanical Permit Fees

1997 Uniform Administrative Code fees

Note: A mechanical permit fee is separate from, and in addition to, the fee for any other permit, which may be required by other code provisions.

Mechanical Plan Check Fees

Whenever mechanical plans are required by the Building Official, plan check fees shall be equal to the electrical permit (100%) and shall be paid at the time of submitting plans, excluding the permit fee.

Plumbing Permit Fees

1997 Uniform Administrative Code fees

Note: A plumbing permit fee is separate from, and in addition to, the fee for any other permit, which may be required by other code provisions.

Plumbing Plan Check Fees

Whenever plumbing plans are required by the Building Official, plan check fees shall be equal to the (100%) and shall be paid at the time of submitting plans, excluding the permit fee.

Pool and Spa Permit Fees

1997 Uniform Administrative Code

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Section 4 - Community & Economic Development

Building and Safety

Pool and Spa Plan Check Fees

Whenever specific plans are required by the Building Official, plan check fees shall be equal to the electrical permit (100%) and shall be paid at the time of submitting plans, excluding the permit fee.

Note: These fees do not include the permit fees for any parts of the pool and spa system which are subject to the requirements of other applicable codes.

Miscellaneous Fees

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Minimum Permit Fee	Each	$ 154.00	$ 157.00	
Permit Issuance	Fee	$ 33.00	$ 34.00	

Investigation Fees

For work that is under construction for which no permit has been obtained, the investigation fee shall be equal to the value set forth in this Resolution for permit fees (building, electrical, mechanical, plumbing, etc). Plan check fees may be assessed as directed by the Building Official.

Research/Administration Fee				
First 15 minutes		No charge		
Each additional 30 minutes or fraction thereof		$ 77.00	$ 79.00	
Re-inspection fees approved by the Building Official	per Hour	$ 154.00	$ 157.00	
Inspections for which no fee is specifically identified	per Hour	$ 154.00	$ 157.00	
Additional plan review required by changes, additions or revisions to approved plans or incomplete plan check re-submittal after 3 reviews	per Hour	$ 154.00	$ 157.00	
Inspection outside of normal business hours (2 hr min)	per Hour	$ 154.00 *	$ 157.00 *	

* Or the fully burdened hourly rate cost to the City, whichever is greater

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Section 4 - Community & Economic Development

Building and Safety

	Unit	Current Fee	Proposed Fee		Comments on Proposed Changes to Fees
Premium Inspection - During business hours (Inspection provided within 2 hours after payment)	per Hour	$ 154.00	$ 157.00		
Certificate of Occupancy Inspection	Each	$ 185.00	$ 189.00		
Temporary Certificate of Occupancy		No Charge	No Charge		Note 1
Up to and including first 30 days					
Each subsequent 30 day period (Due in Advance)		$ 616.00	$628.00		Note 1 (DEPT REQUESTED)
Demand Letter (1 hr min)	per Hour	$ 154.00	$157.00	Actual time spent	Note 1 (DEPT REQUESTED)
Updated Demand Letter (30 minute min)	per Hour	$ 154.00	$157.00	Actual time spent	Note 1 (DEPT REQUESTED)
Lien Release - Initial Preparation		No Charge	No Charge		Note 1
Replacement Lien Release					
within 60 days of initial preparation		$ 77.00	$79.00		Note 1 (DEPT REQUESTED)
more than 60 days from initial preparation		$ 154.00	$157.00		Note 1 (DEPT REQUESTED)
Replacement Job Card			$38.25		NEW
Transfer of Issued Permit to New Applicant with Job Card			$38.25		NEW
Special Inspector Registration					
Initial Registration			$59.25		NEW
Renewal/ Addition of Certification			$13.70		NEW
Address Assignment					
1st Assignment (min 30 minute)			$78.50		NEW
2nd through 10th (add)			$78.50		NEW
Each Additional (add)			$39.25		NEW
Alternate Means, Methods or Materials Review	DEPOSIT		$628.00	Actual charge is "fully burdened" rate charge	NEW
Counter Plan Check/Site Plan Approval (min 15 minutes)	per Hour		$157.00		NEW
Plan Check					
Accessibility			10% of Plan Check Fee		NEW
Green Code			10% of Plan Check Fee		NEW
Energy Code			10% of Plan Check Fee		NEW
Plan Check Solar PV System			$106.50		NEW
Plan Check / Permit Extension			$13.70		NEW
Revision of Approved Plans (min 1 hour)	per Hour		$157.00		NEW
Inspections					

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Section 4 - Community & Economic Development

Building and Safety

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Accessibility			10% of Inspection Fee	NEW
Green Code			10% of Inspection Fee	NEW
Energy Code			10% of Inspection Fee	NEW
Training Surcharge (AB 717)			$0.40	NEW
Document Archive Fee				
No Plan Check Documents	per Permit		$0.40	NEW
With Plan Check Documents	per Permit		10% of Plan Check Fee	NEW
Technology Maintenance Fee			$3.40	NEW

Construction Valuation Will Be Based on the Latest ICC Valuation Table

Note 1 - Any fees added to the Fee Schedule after November 2010 may not be automatically increased by CPI based on legal interpretation of Prop 26. This ruling does not include fees related to recreation programs, facility rental or utility operations.

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Section 4 - Community & Economic Development

Code and Neighborhood Services

	Unit	Current Fee			Proposed Fee		Comments on Proposed Changes to Fees
Re-inspection Fee for Failed Compliance	Each	$ 188.00			$ 192.00		
Nuisance Abatement Administrative Fee							
Level 1 (4 hrs or less)	Each	$ 250.00			$ 255.00		
Level 2 (more than 4 hrs)	Hourly	$ 92.00			$ 94.00		
Removal of Signs in Right-of-Way							
Sign Removal	Each	$ 26.00			$ 27.00		
Surcharge on signs requiring special equipment or additional labor to remove	Each	$ 55.00	or actual cost of removal whichever is greater		$ 56.00	or actual cost of removal whichever is greater	
Lost or Stolen Parking Ticket Recovery	Each	$ 11.00			$ 11.00		
Drive-off Parking Violation	Each	$ 18.00			$ 18.00		
Department of Motor Vehicle (DMV) Hold	Each	$ 10.00	or current DMV rate		$ 10.00		
Certificate of Correction		$ 147.00			$ 150.00		
Rotational Tow Service Program							
Application	Each	$ 2,939.00			$2,998.00		
Agreement	Deposit	$ 5,000.00	Actual charge is "fully burdened" rate charge		$5,000.00	Actual charge is "fully burdened" rate charge	
Rotational Tow Vehicle Release Fee	Each	$ 77.00			$ 79.00		
Demand Letter (1 hr min)	per Hour	$ 154.00	Actual time spent	Note 1	$154.00	Actual time spent	
Updated Demand Letter (30 minute min)	per Hour	$ 154.00	Actual time spent	Note 1	$154.00	Actual time spent	
Lien Release - Initial Preparation		No Charge		Note 1	No Charge		
Replacement Lien Release							
within 60 days of initial preparation		$ 77.00		Note 1	$77.00		
more than 60 days from initial preparation		$ 154.00		Note 1	$154.00		

Note 1 - Any fees added to the Fee Schedule after November 2010 may not be automatically increased by CPI based on legal interpretation of Prop 26. This ruling does not include fees related to recreation programs, facility rental or utility operations.

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Section 4 - Community & Economic Development

Land Development

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
LEGAL AND OTHER DOCUMENTS				
Fee Includes Three (3) Reviews, Unless Otherwise Noted				
Lot Line Adjustment	Each	$ 973.00	$ 1,168.00	SEE NOTE 2
Certificate of Parcel Merger	Each	$ 973.00	$ 1,168.00	SEE NOTE 2
Certificate of Correction	Each	$ 488.00	$ 498.00	
Certificate of Compliance	Each	$ 788.00	$ 966.00	SEE NOTE 2
Conditional Certificate of Compliance	Each	$ 1,224.00	$ 1,424.00	SEE NOTE 2
Street Vacation				
Summary	Each	$ 1,184.00	$ 1,208.00	
Full	Each	$ 3,930.00	$ 4,009.00	
Condemnation				
Initial Processing Deposit	Deposit	$ 5,000.00	$ 5,000.00	
Right-of-Way Acquisition and Processing (minimum fee)	Deposit (per lot)	$ 5,000.00	$ 5,000.00	
		Amount determined by City Engineer. Not to exceed total City cost.	Amount determined by City Engineer. Not to exceed total City cost.	
Document Review and Processing				
Minor Documents (Staff Reports, Offers of Dedication, Easement Deeds, Grant Deeds, Centerline Tie Sheets, Public Improvement Agreements, partial Security Reduction, etc) (For 2 Reviews)	Each	$ 782.00	$ 798.00	
Major Documents (DIF/TUMF Actual cost verification, etc)	Each	Amount determined by City Engineer. Not to exceed total City cost.	Amount determined by City Engineer. Not to exceed total City cost.	
Public Improvement Agreement (Extension)	Each	$ 914.00	$ 932.00	
Security Release/Exoneration	Each	$ 1,760.00	$ 1,795.00	
Assurance of Construction (Grading, Damage and Minor Construction Securities)	Deposit	Security amount determined by City Engineer	Security amount determined by City Engineer	

MV00210275

Section 4 - Community & Economic Development

Land Development

MAP CHECKING

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Parcel Map ~~Residential and Tract Map~~	Each ~~per Lot~~	$ 4,011.00 + ~~$ 12.00~~	~~$ 4,771.00~~	SEE NOTE 2 DELETE
Parcel Map ~~Non-Residential~~	Each	$ 4,011.00 +	~~$ 5,108.00~~	SEE NOTE 2
Tract Map	Each per Lot	$ 4,011.00 + $ -	~~$ 5,108.00~~ $ 43.00	SEE NOTE 2
4th and Subsequent Reviews (Parcel and Tract)	per Sheet, per Review	$ 197.00	~~$ 289.00~~	SEE NOTE 2
Amended Map ~~Residential~~	Each	$ 2,241.00	~~$ 2,966.00~~	SEE NOTE 2
~~Amended Map Non-Residential~~	Each	$ 2,241.00	~~$ 3,303.00~~	SEE NOTE 2
~~Amended Tract Map~~	Each	$ 2,241.00	~~$ 3,303.00~~	SEE NOTE 2
4th and Subsequent Reviews (Parcel and Tract)	per Sheet, per Review	$ 197.00	~~$ 289.00~~	SEE NOTE 2
Reversion to Acreage	Each	$ 1,699.00	$ 1,733.00	
Monument Review Field		5% of Bond or $415 min	5% of Bond or $415 min	
Survey Monument Restoration (Two Reviews, Per Set)	Each	$ 267.00	$ 272.00	

IMPROVEMENT PLAN CHECK (Includes but is not limited to Street Improvements, Storm Drain, Water, Sewer, etc Plans)

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

<= $100,000 of Engineer's estimate Plus		4.00% +	4.00% +
$100,001-$250,000 of Engineer's estimate Plus		3.00% +	3.00% +
> $250,000 of Engineer's estimate		2.50%	2.50%
On-site Improvements (For non-single family residential, based on Engineer's estimate)		1.00%	1.00%
4th and Subsequent Reviews (Improvement Plans minimum fee)	per Sheet, per Review	$ 258.00	$ 263.00
		or amount determined by the City Engineer. Fee not to exceed total City cost.	or amount determined by the City Engineer. Fee not to exceed total City cost.

Revisions (Improvement Plans)

Minor (Including As-Builts, minimum fee*)	per Sheet, per Review	$ 271.00	$ 276.00
Major (minimum fee)	per Sheet, per Review	$ 279.00	$ 285.00
		Amount determined by the City Engineer. Fee not to exceed total City	Amount determined by the City Engineer. Fee not to exceed total City cost.

* For As-Builts with no changes, a one sheet fee is required.

Resolution No. 2013-25
Date Adopted: July 9, 2013

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Section 4 - Community & Economic Development

Land Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
MASS/ROUGH GRADING PLAN CHECK						
Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted						
Parcel Map **Subdivisions and Custom Homes**						
0-5,000 CY		$ 2,004.00		$ 2,724.00		SEE NOTE 2
5,001-100,000 CY Plus		$ 2,004.00	+	$ 2,724.00	+	SEE NOTE 2
Each Additional 5,000 CY or portion thereof over 5,000 CY (prorated per cubic yard)		$ 331.00		$ 338.00		
> 100,000 CY Plus		$ 8,293.00	+	$ 9,186.00	+	SEE NOTE 2
Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)		$ 111.00		$ 113.00		
Tract Maps & **Non Subdivisions**						
0-5,000 CY		$ 2,004.00		$ 3,061.00		SEE NOTE 2
5,001-100,000 CY Plus		$ 2,004.00	+	$ 3,061.00	+	SEE NOTE 2
Each Additional 5,000 CY or portion thereof over 5,000 CY (prorated per cubic yard)		$ 295.00		$ 301.00		DEPT REQ
> 100,000 CY Plus		$ 7,609.00	+	$ 8,760.00	+	SEE NOTE 2
Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)		$ 73.00		$ 74.00		
4th and Subsequent Reviews (Mass/Rough Grading Plans)	per Sheet, per Review	$ 215.00		$ 307.00		SEE NOTE 2
Revisions (Mass/Rough Grading Plans)						
Minor (Including As-Builts, minimum fee*)	per Sheet, per Review	$ 257.00		$ 350.00		SEE NOTE 2
Major (minimum fee)	per Sheet, per Review	$ 306.00		$ 400.00		SEE NOTE 2
* For As-Builts with no changes, a one sheet fee is required.						
STOCKPILE/BORROW SITE PLAN						
Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted						
0-5,000CY		$ 607.00		$ 798.00		SEE NOTE 2
5,001-100,000 CY		$ 1,049.00		$ 1,246.00		SEE NOTE 2
> 100,000 CY		$ 1,456.00		$ 1,661.00		SEE NOTE 2
4th and Subsequent Reviews (Stockpile/Borrow Plans)	per Sheet, per Review	$ 215.00		$ 307.00		SEE NOTE 2
Revisions (Stockpile/Borrow Plans)						
Minor	per Sheet, per Review	$ 257.00		$ 350.00		SEE NOTE 2
Major (minimum fee)	per Sheet, per Review	$ 306.00		$ 400.00		SEE NOTE 2
		Actual amount determined by the City Engineer. Fee not to exceed total City cost.		Actual amount determined by the City Engineer. Fee not to exceed total City cost.		

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Section 4 - Community & Economic Development

Land Development

PRECISE GRADING PLAN CHECK

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Parcel Map **Subdivisions and Custom Homes Plus**	Each	$ 1,909.00 +	$ 2,027.00 +	SEE NOTE 2
	per Lot	$ 73.00	$ 74.00	
Tract Maps	Each		$ 2,964.00 +	SEE NOTE 2
	per Lot	$ 73.00	$ 74.00	
Non Subdivisions				
Precise Improvement Plan Check Fee				
0-5,000CY		$ 1,910.00	$ 1,965.00	SEE NOTE 2
5,001-100,000 CY Plus		$ 1,910.00 +	$ 2,965.00 +	SEE NOTE 2
Each Additional 5,000 CY or portion thereof over 5,000 CY (prorated per cubic yard)		$ 295.00	$ 301.00	
> 100,000 CY Plus		$ 7,515.00 +	$ 8,684.00 +	SEE NOTE 2
Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)		$ 73.00	$ 74.00	
4th and Subsequent Reviews (Precise Grading Plans)	per Sheet, per Review	$ 227.00	$ 520.00	SEE NOTE 2
Revisions (Precise Grading Plans)				
Minor (Including As-Builts, minimum fee*)	per Sheet, per Review	$ 257.00	$ 530.00	SEE NOTE 2
Major (minimum fee)	per Sheet, per Review	$ 306.00	$ 400.00	SEE NOTE 2
* For As-Builts with no changes, a one sheet fee is required.		Actual amount determined by the City Engineer. Fee not to exceed total City cost.	Actual amount determined by the City Engineer. Fee not to exceed total City cost.	

STORM WATER MANAGEMENT PLAN CHECK

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

Water Quality Basins (SFR Projects) (Civil Drawings)	Per Sheet	$ 1,499.00	$ 1,529.00
Water Quality Treatment (Non SFR Projects) (Civil Drawings)	Per Sheet	$ 1,499.00	$ 1,529.00
4th and Subsequent Reviews (Civil Drawings)	per Sheet, per Review	$ 257.00	$ 262.00
Water Quality Basin Landscaping (Landscape Drawings)			
Base Fee (7 sheets Maximum)		$ 6,158.00	$ 6,281.00
Each Additional Sheet		$ 863.00	$ 880.00
4th and Subsequent Reviews (Landscape Drawings)	per Sheet, per Review	$ 185.00	$ 189.00
Hydrology & Hydraulic Calculations for Treatment Control Devices	Each	$ 483.00	$ 493.00
Storm Water Pollution Prevention Plan (SWPPP) Document Review	Each	$ 681.00	$ 695.00

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Section 4 - Community & Economic Development

Land Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
STUDIES						
Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted						
Flood Plain (CLOMR/LOMR)						
1-10 Acres (Tributary)	Each	$ 3,516.00		$ 3,516.00		NO CHANGE
Over 10 Acres	Each	$ 3,516.00	+	$ 3,516.00	+	NO CHANGE
Each Acre over 10 Acres	per Acre	$ 21.00		$ 21.00		
Drainage (Hydrology/Hydraulics)						
0-50 Acres (Tributary)	per Acre	$ 50.00	$450 minimum	$ 51.00	$450 minimum	
51-100 Acres Plus	Each	$ 2,500.00	+	$ 2,500.00	+	
Each Additional Acre over 50	per Acre	$ 6.00		$ 6.00		NO CHANGE
101-1,000 Acres Plus	Each	$ 2,800.00	+	$ 2,800.00	+	
Each Additional Acre over 100	per Acre	$ 4.00		$ 4.00		NO CHANGE
Over 1,000 Acres Plus	Each	$ 6,400.00	+	$ 6,400.00	+	
Each Additional Acre over 1,000	per Acre	$ 1.00		$ 1.00		NO CHANGE
4th and Subsequent Review	Each Review	Total City Cost		Total City Cost		
Preliminary Drainage Study (Entitlement Stage)	Each	$ 483.00		$ 493.00		
Preliminary Water Quality Management Plan (P-WQMP)						
WQMP Preliminary Document Review						
First Two Reviews Only (Consultant and Admin)		$ 971.00		$ 990.00		
Third and Subsequent Reviews (Fee for Consultant Only)	Each Review	$ 334.00		$ 341.00		
All Meetings	per Hour	$ 260.00		$ 265.00		
All Teleconferences	per Hour	$ 156.00		$ 159.00		
Final Water Quality Management Plan (F-WQMP)						
WQMP Final Document Review						
(Initial fee includes Document Review, Teleconferences and Meetings)						
Basic Review (Maximum 2 Reviews and 2 Meetings)		$ 1,141.00		$ 1,164.00		
(Applies to Hillside Residential ≤ 9 Units)						
Subsequent Reviews	Each Review	$ 779.00		$ 795.00		
Subsequent Meetings	per Hour	$ 260.00		$ 265.00		
Subsequent Teleconferences	per Hour	$ 156.00		$ 159.00		
Standard Review (Maximum 2 Reviews and 2 Meetings)		$ 4,458.00		$ 4,547.00		
(Applies to Residential ≤ 50 Units; Commercial ≤ 2 Acres; Industrial ≤ 1 Acre; Automotive ≤1 Acre; Restaurants ≤ 1 Acre; Hillside Development ≤ 1 Acre (Except Hillside Residential ≤ 9 Units); and Parking Lots ≤ 2 Acres)						
Subsequent Reviews	Each Review	$ 1,496.00		$ 1,526.00		
Subsequent Meetings	per Hour	$ 260.00		$ 265.00		
Subsequent Teleconferences	per Hour	$ 156.00		$ 159.00		

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Section 4 - Community & Economic Development

Land Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
STUDIES (CONT)						
Complex Review (Maximum 3 Reviews and 3 Meetings)		$ 6,422.00		$ 6,550.00		
(Applies to MFR or SFR > 50 Units; Commercial > 2 Acres; Industrial > 1 Acre; Automotive > 1 Acre; Restaurants > 1 Acre; Hillside Development > 1 Acre (Except Hillside Residential ≤ 9 Units); and Parking Lots > 2 Acres)						
Subsequent Reviews	Each Review	$ 1,896.00		$ 1,934.00		
Subsequent Meetings	per Hour	$ 260.00		$ 265.00		
Subsequent Teleconferences	per Hour	$ 156.00		$ 159.00		
OTHER PLAN CHECK FEES						
Underground Overhead Utilities						
Underground of Utilities Administration Fee Plus		$ 73.00	+	$ 74.00	+	
Underground of Utilities In-Lieu Fee	per Linear Foot	$ 203.00		$ 207.00		
(In accordance with Development Code 9.14.130)						
IMPROVEMENT PLAN INSPECTION						
Grading						
Mass, Rough, Precise, Stockpile or Borrow Grading Inspection (All projects)						
0-100 CY		$ 662.00		$ 675.00		
101-1,000 CY Plus		$ 662.00	+	$ 675.00	+	
Each Additional 100 CY or portion thereof over 100 CY (prorated per cubic yard)		$ 124.00		$ 126.00		
1,001-10,000 CY Plus		$ 1,778.00	+	$ 1,809.00	+	DEPT REQUESTED
Each Additional 1,000 CY or portion thereof over 1,000 CY (prorated per cubic yard)		$ 406.00		$ 414.00		
10,001-100,000 CY Plus		$ 5,432.00	+	$ 5,535.00	+	DEPT REQUESTED
Each Additional 10,000 CY or portion thereof over 10,000 CY (prorated per cubic yard)		$ 369.00		$ 376.00		
> 100,000 CY Plus		$ 8,753.00	+	$ 8,919.00	+	DEPT REQUESTED
Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)		$ 331.00		$ 338.00		
Improvements						
Improvement Plan (Offsite Public Improvements, Per Project)						
< $100,000 of Engineers estimate Plus		4.00%	+	4.00%	+	
$100,000-$250,000 of Engineers estimate Plus		3.00%	+	3.00%	+	
> $250,000 of Engineers estimate		2.50%		2.50%		
Onsite Improvements (Based on Engineer's estimate)		1.00%		1.00%		
Re-inspection	Each	$ 449.00		$ 458.00		
Holidays, Weekends and Night Inspections (Based on staff availability)	per Hour*	$ 79.00	Straight Time	$ 79.00	Straight Time	
	*minimum of 2 hour	$ 96.00	Over Time	$ 96.00	Over Time	

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Section 4 - Community & Economic Development

Land Development

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
STORM WATER MANAGEMENT INSPECTION				
Storm Water Pollution Abatement Program				
Projects Under Construction				
Construction Site Inspection		$ 418.00	$ 426.00	
NPDES Construction Inspection Invoice Processing		$ -	$ 19.00	NEW
Existing Businesses				
NPDES Industrial Site Initial Inspection	Each	$ 468.00	$ 477.00	
Follow-up Compliance Inspection	Each	$ 220.00	$ 224.00	
NPDES Commercial Site Initial Inspection	Each	$ 344.00	$ 351.00	
Follow-up Compliance Inspection	Each	$ 220.00	$ 224.00	
NPDES Restaurant Initial Inspection (CAP)	Each	$ 281.00	$ 287.00	
Follow-up Compliance Inspection	Each	$ 220.00	$ 224.00	
NPDES Business Inspection Invoice Processing		$ -	$ 19.00	NEW
Water Quality Basin Landscape Inspection				
0-1 Acre		$12,319.00	$ 12,565.00	
1-1.5 Acres		$14,167.00	$ 14,450.00	
1.5-2 Acres		$16,014.00	$ 16,334.00	
2-2.5 Acres		$17,863.00	$ 18,220.00	
Each additional 1/2 Acre > 2.5 Acres	per 1/2 Acre	$ 1,847.00	$ 1,884.00	
PENALTY FEES				
Inspection and Testing work in Right-of-Way without Encroachment Permit		$ 626.00	$ 639.00	
Failure to Schedule Inspection Prior to Performing Work *		$ 126.00	$ 129.00	
* Penalty Fee to be determined by the City Engineer. Listed amount for the first offense and not to exceed $500 for each subsequent offense.				
PERMITS - ADMINISTRATION FEES				
Grading or Inspection: Permit Issuance	Each	$ 85.00	$ 87.00	
Construction Permit Issuance	Each	$ 85.00	$ 87.00	
Newspaper Rack Annual Permit Issuance	Each	$ 85.00	$ 87.00	
Annual Utility Blanket Permit Administration	Each	$ 85.00	$ 87.00	
Second Driveway Approach Application	Each	$ 85.00	$ 87.00	

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Section 4 - Community & Economic Development

Land Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
PERMITS - INSPECTION FEES						
Concrete Sidewalk						
0-100 Linear Feet	Each	$ 69.00	+	$ 70.00	+	
> 100 Linear Feet	per Linear Foot	$ 1.00		$ 1.00		
Parkway Drains	Each	$ 150.00		$ 153.00		
Residential Curb Core (2 maximum per lot)	per Lot	$ 81.00		$ 83.00		
Driveways						
Commercial	Each	$ 150.00		$ 153.00		
Residential	Each	$ 211.00		$ 215.00		
Excavation-Street Crossing	per Linear Foot	$ 2.00	$232 min	$ 2.00		
Excavation Parallel Trench	per Linear Foot	$ 0.50	$232 min	$ 0.50		
Small Bore Potholes (12" Diameter Maximum)	Each	$ 27.00		$ 28.00		
All Other Potholes	Each	$ 80.00		$ 82.00		
Bores/Splice Pits	Each	$ 54.00		$ 55.00		
Non-Retaining Wall	Each	$ 150.00		$ 153.00		
Fence	Each	$ 150.00		$ 153.00		
Newspaper Rack Installation	Each	$ 54.00		$ 55.00		
Utility Blanket Permit Individual Location Inspection	Each	$ 15.00		$ 15.00		
Miscellaneous Inspections (Based on staff availability)	per Hour*	$ 79.00	Straight Time	$ 79.00	Straight Time	
	*minimum of 1 hour	$ 96.00	Over Time	$ 96.00	Over Time	
OTHER PERMITS						
Application Fee for Special Events, (Including Permit to Conduct a Parade or other event within Public Property or Street Right-of-Way.)	Each	$ 213.00		$ 217.00		
Block Party Permit Processing	Each	$ 85.00		$ 87.00		
Flood Plain Determination (Community Rating System)	per Lot	$ 21.00		$ 21.00		
Elevation Certification (Mobile Home Park)	Each	$ 161.00		$ 164.00		

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Land Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
OTHER FEES						
Advanced Energy Fees						
Street Light(s) -Zone B (Residential and Zone C (Arterial & Intersections)						
Administration Fee		$ 420.00		$ 428.00		
~~Zone B~~ 100w HPSV or equivalent (9,500 Lumens)	Each	$ 637.00		$ 621.00		DECREASE
~~Zone C~~ 200w HPSV or equivalent (22,000 Lumens)	Each	$ 700.00		$ 680.00		DECREASE
250w HPSV or equivalent*				$ 703.00		NEW
100w LED or equivalent				$ 655.00		NEW
145w LED or equivalent*				$ 706.00		NEW

* The fee for any street light installation which may exceed the identified wattages (w), as denoted above will be determined by the Special Districts Division. Fee is not to exceed actual City Cost.

Area Drainage Plan Fee	Established by and payable to the County of Riverside Flood Control District					
MISCELLANEOUS LAND DEVELOPMENT FEES						
City of Moreno Valley Book of Standard Drawings	Each	$ 47.00		$ 48.00		
Research of Records, Files, etc.						
Technical	per Hour *	$ 87.00	+reproduction costs	$ 87.00	+reproduction costs	NO CHANGE
Professional	per Hour *	$ 142.00	+reproduction costs	$ 142.00	+reproduction costs	NO CHANGE
	* minimum of 1/2 hour					
In-house Reproduction costs of Engineered Plan Sheets (Large Format)	per Sq Ft	$ 1.00		$ 1.00		

NOTE 2: These Land Development fees have been modified to include the costs related to the Planning Division that should be reflected in these numbers.

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Section 4 - Community & Economic Development

Planning

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Annexation Process and Environmental Review	Deposit	$ 5,000.00	Actual charge is "fully burdened" rate charge	$ 5,000.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Appeal		$ 750.00		$ 750.00		NO CHANGE
Change of Zone	Deposit	$ 3,500.00	Actual charge is "fully burdened" rate charge	$ 3,500.00	Actual charge is "fully burdened" rate charge	
Conditional Use Permit		$ 10,562.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	$10,926.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	SEE NOTE 3
Conditional Use Permit: Admin & Existing Structure		$ 6,240.00	Plus applicable notice and posting fees	$ 6,365.00		
Conditional Use Permit (Com/Ind)	per Acre	$ 65.00		$ 91.00		DEPT REQ
Conditional Use Permit: Amended CUP/Substantial Conformance		$ 5,608.00	Plus applicable notice and posting fees	$ 5,875.00	Plus applicable notice and posting fees	SEE NOTE 3
Custom Home Review		$ 1,047.00		$ 1,108.00		SEE NOTE 3
Development Agreement	Deposit	$ 7,400.00	Actual charge is "fully burdened" rate charge	$ 7,400.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Development Agreement Amendment	Deposit	$ 3,225.00	Actual charge is "fully burdened" rate charge	$ 3,225.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Development Agreement Annual Review	Deposit	$ 1,000.00	Actual charge is "fully burdened" rate charge	$ 1,000.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Development Code Amendment	Deposit	$ 5,000.00	Actual charge is "fully burdened" rate charge	$ 5,000.00	Actual charge is "fully burdened" rate charge	NO CHANGE

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Section 4 - Community & Economic Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Planning						
Environmental Review						
EIR Report Preparation	Deposit	$ 7,000.00	Actual charge is "fully burdened" rate charge	$ 7,000.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Expanded Initial Study / Expanded Project Review	Deposit	$500 per Study	Actual charge is "fully burdened" rate charge	$ 3,000.00	Actual charge is "fully burdened" rate charge	SEE NOTE 3
Environmental Assessment		$ 1,033.00		$ 1,054.00		
Environmental Mitigation Monitoring	Deposit	$ 3,500.00	Actual charge is "fully burdened" rate charge	$ 3,500.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Extension of Time		$ 3,267.00		$ 3,611.00		SEE NOTE 3
Fully Burdened Hourly Rate	Per Hour	$ 168.00	See Note 1	$ 176.00		DEPT REQ
General Plan Amendment	Deposit	$ 3,500.00	Actual charge is "fully burdened" rate charge	$ 3,500.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Home Occupation Permit		$ 93.00		$ 95.00		
Plan Check and Inspection						
Residential						
1-4 Lots (1st through 3rd Review)		$ 667.00		$ 680.00		
5 or more Lots and Multi-Family(1st through 3rd Review)		$ 997.00		$ 1,017.00		
~~Commercial/ Industrial Non-Residential (1st through 3rd Review)~~ ~~(including multiple family projects residential tentative and final tract maps)~~		$ 997.00		$ 1,017.00		
Re-inspection/Residential Front Yard Landscape Plancheck fee		$ 173.00		$ 176.00		
4th and subsequent (Land Development Reviews)	Per Sheet	$ 86.00		$ 88.00		
4th and subsequent (All Other Reviews)		100% of original fee		100% of original fee		NO CHANGE
Concurrent processing		Base Fee + 30%	See Note 1	Base fee + 30%		
Land Development Reviews	Per Sheet	$ 86.00		$ 88.00		
~~Development Impact Fee Processing~~	~~Per Hour~~			~~$ 176.00~~		NEW
Newspaper Notice		$ 285.00		$ 285.00		NO CHANGE
Phasing Map		$ 2,384.00		$ 2,333.00		SEE NOTE 3

Section 4 - Community & Economic Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Planning						
Planning Letter						
Basic		$ 112.00		$ 114.00		
Interpretation and Research Required	Deposit	$ 250.00	Actual charge is "fully burdened" rate charge	$ 250.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Planning Review of Building Permits		$ 178.00	+5% of plan check fee	$ 182.00	+5% of plan check fee	NO CHANGE
Plot Plan						
With hearing		$ 10,776.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	$11,237.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	SEE NOTE 3
(Note: More than one may be charged for projects with multiple buildings or parcels)						
Without hearing (notice)		$ 7,321.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	$ 8,113.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	SEE NOTE 3
Without hearing (no notice)		$ 3,596.00		$ 4,315.00		SEE NOTE 3
Amended plot plan/substantial conformance		$ 3,982.00		$ 4,709.00		SEE NOTE 3
Multi-Family	per Unit	$ 41.00		$ 42.00		
Plot Plan Conditional Use Permit (Com/Ind)	per Acre	$ 89.00		$ 91.00		
Administrative (Includes second units)		$ 833.00		$ 850.00		
Property Posting		$140 per street frontage + $75 per project		$140 per street frontage + $75 per project		NO CHANGE
Pre-application Review		$ 769.00		$ 784.00		
Renewal Fee		50% of original fee		50% of original fee		
Reversion to Acreage	Deposit	$ 1,500.00	Actual charge is "fully burdened" rate charge	$ 1,500.00	Actual charge is "fully burdened" rate charge	NO CHANGE

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	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Planning						
Signs						
Banner		$ 42.00		$ 43.00		
Permit: Wall		$ 119.00		$ 121.00		
Permit: Monument		$ 474.00		$ 483.00		
Permit: Pole and Freeway		$ 793.00		$ 809.00		
Review Program	Deposit	$ 1,300.00	Actual charge is "fully burdened" rate charge	$ 1,300.00	Actual charge is "fully burdened" rate charge	
Program Amendment Review	Deposit	$ 975.00	Actual charge is "fully burdened" rate charge	$ 975.00	Actual charge is "fully burdened" rate charge	
Special Event Permit		$ 35.00		$ 36.00		NO CHANGE
Specific Plan	Deposit	$ 17,000.00	Actual charge is "fully burdened" rate charge	$17,000.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Specific Plan Amendment	Deposit	$ 8,000.00	Actual charge is "fully burdened" rate charge	$ 8,000.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Subdivision Sales Office (Trailer) and Model Home Complexes-Temporary		$ 1,034.00		$ 1,055.00		
Temporary Use Permits		$ 284.00		$ [illegible]		SEE NOTE 3
Tentative Parcel Map						
Residential		$ 8,877.00	+	$ 9,049.00		
additional lot	per Lot	$ 116.00		$ 116.00		
		+ applicable environmental review and applicable notice and posting fees.		+ applicable environmental review and applicable notice and posting fees.		
Commercial		$ 9,619.00	+	$ 9,806.00		
additional lot	per Lot	$ 116.00		$ 116.00		
		+ applicable environmental review and applicable notice and posting fees.		+ applicable environmental review and applicable notice and posting fees.		

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Section 4 - Community & Economic Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Planning						
Waiver	Deposit	$ 1,000.00	Actual charge is "fully burdened" rate charge plus applicable notice and posting fees.	$ 1,000.00	Actual charge is "fully burdened" rate charge plus applicable notice and posting fees.	NO CHANGE
Tentative Tract or Condo Map		$ 11,090.00	+	$11,307.00	+	
additional lot	per Lot	$ 96.00		$ 96.00		
		+ applicable environmental review and applicable notice and posting fees.		+ applicable environmental review and applicable notice and posting fees.		
Tentative Tract or Parcel Map Revised		$ 5,612.00	Plus applicable notice and posting fees	$ 5,721.00	Plus applicable notice and posting fees	
Variance from Standards						
Public Hearing Variance		$ 3,591.00	Plus applicable notice and posting fees	$ 3,663.00	Plus applicable notice and posting fees	
Administrative Variance		$ 650.00		$ 663.00		

Notes:

The environmental review fee shall be charged only one time for concurrently filed major developmental review applications. For example, the fee for a concurrently filed Parcel Map and Plot Plan will be the sum of the respective fees minus one environmental review fee.

Fees for quasi-public uses shall be reduced by 25%.

Note 1 - Any fees added to the Fee Schedule after November 2010 may not be automatically increased by CPI based on legal interpretation of Prop 26. This ruling does not include fees related to recreation programs, facility rental or utility operations.

Note 3 - These fees have been increased to reflect the time spent by both the Building & Safety and the Special Districts Divisions in providing these services.

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Section 5 - Financial & Management Services

		Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Financial Operations					
Annual City Budget		Each	$10.00	$10.00	Also available on City website
Comprehensive Annual Financial Report (CAFR)		Each	$10.00	$10.00	Also available on City website
The Annual City Budget and the CAFR are also available on the City's website at the following links:					
Budget	http://www.moval.org/city_hall/departments/admin/budgetoffice.shtml				
CAFR	http://www.moval.org/city_hall/departments/admin/financial-ops.shtml				
Treasury Operations					
Collection of Returned Check		Each	$32.00	$33.00	
Business License					
Application	Jan 1, 2013 thru Dec 31, 2013	per License	$60.00		
	Jan 1, 2014 thru Dec 31, 2014	per License		$61.00	
Vehicle Tag		per Tag	$6.00	$6.00	
License for Farmers Market at Towngate Mall		Per Vendor Per Day	$5.00	$5.00	
License for single day events		Per Vendor Per Day	$5.00	$5.00	
(Note: Licenses for single day events must be reviewed and approved by the Chief Financial Officer)					
Reprint of License		Each	$5.00	$5.00	
Business Listing		Each	$20.00	$20.00	
Photo Identification Card		Each	$5.00	$5.00	

Section 5 - Financial & Management Services

Special Districts

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Miscellaneous Document Preparation, Review, Research, Processing etc	per Hour	$ 121.00	+ third party expenses	$ 123.00	+ third party expenses	
Land and Assessment Division Applications		$ 924.00 +		$ 942.00	+ third party expenses	
	per Parcel	$ 26.00		$ 27.00		
Special District Formation Application	Each	$ 5,135.00		$ 5,238.00		
Special District Bond Issuance	Each	1% of bond issue	$50,000 min	1% of bond issue	$50,000 min	
Special Tax Report	Each	City Cost	$10 min	City Cost	$10 min	NO CHANGE
Annual Levy Report	Each	City Cost	$10 min	City Cost	$10 min	NO CHANGE
Parcel Payoff/Amortization Schedule Note: Bond payoff/amortization schedule information is given to property owners free of charge. Others requesting information will be charged per parcel.	per Parcel	$ 46.00		$ 46.00		NO CHANGE
Fixed Charge Tax Bill Revisions	per Parcel	County Cost		County Cost		NO CHANGE
Plans and Specifications (Non-refundable) (Landscape and Street Light documents)		City Cost	$10 min	City Cost	$10 min	NO CHANGE

Resolution No. 2013-25
Date Adopted: July 9, 2013

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Section 5 - Financial & Management Services

Special Districts

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Mail Ballot / Special Election Processing (includes 2 Council meetings)						
Administrative Fee	per Proceeding	$ 3,309.00		$ 3,375.00	+ 3rd Party expenses	
Administrative Fee (CFD Annexations Only)	per Proceeding	$ 1,800.00		$ 1,800.00	+ 3rd Party expenses	SEE NOTE 1
Additional/rescheduled Council Meeting	per Meeting	$ 791.00		$ 791.00	+ 3rd Party expenses	SEE NOTE 1
Annexation/boundary map preparation	per Map	Actual charge is "fully burdened" rate charge plus expenses. Not to exceed actual City cost.		Actual charge is "fully burdened" rate charge plus expenses. Not to exceed actual City cost.		SEE NOTE 1
Landscape Plan Check						
Base Fee (7 sheets & 3 total submittals)		$ 6,158.00		$ 6,281.00		
Each Additional Sheet & 3 submittals		$ 863.00		$ 880.00		
Each Additional submittal	per Sheet	$ 185.00		$ 189.00		
Landscape Inspection						
0-1 Acre		$ 12,319.00		$ 12,565.00		
1-1.5 Acres		$ 14,167.00		$ 14,450.00		
1.5-2 Acres		$ 16,014.00		$ 16,334.00		
2-2.5 Acres		$ 17,863.00		$ 18,220.00		
Each additional 1/2 acre > 2.5	per 1/2 acre	$ 1,847.00		$ 1,884.00		
Additional Inspections or Re-Inspections	per Hour	$ 121.00	See Note 1	$ 121.00		SEE NOTE 1
Public Works Landscape Design Guidelines	Each	$ 10.00		$ 10.00		

Note 1 - Any fees added to the Fee Schedule after November 2010 may not be automatically increased by CPI based on legal interpretation of Prop 26.
This ruling does not include fees related to recreation programs, facility rental or utility operations.

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Section 6 - Fire

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Pre-Development				
Annexation Agreement	Deposit	$ 94.00	$ 94.00	
Community Care Facility (Pre-inspection)				
25 or less		$ 50.00	$ 50.00	State Mandated
26 or more		$ 100.00	$ 100.00	State Mandated
Revised Tentative Parcel Map		$ 442.00	$ 451.00	
Fuel Modification Plan		$ 104.00	$ 106.00	
Fire Protection Plan		$ 339.00	$ 346.00	
Alternate methods and materials		$ 104.00	$ 106.00	
3rd review and subsequent submittals		$ 104.00	$ 106.00	
OTC/Misc Plan Review			$ -	

Architectural / Development

Plan Check and Inspections

	Unit	Plan Check Current Fee	Plan Check Proposed Fee	Inspection Current Fee	Inspection Proposed Fee
A-1 <=10,000 SF		$ 647.00	$ 660.00	$ 622.00	$ 634.00
A-1 > 10,000 SF		$ 803.00	$ 819.00	$ 830.00	$ 847.00
A-2, 2.1 <= 10,000 SF		$ 544.00	$ 555.00	$ 519.00	$ 529.00
A-2, 2.1 > 10,000 SF		$ 700.00	$ 714.00	$ 726.00	$ 741.00
A-3 <= 10,000 SF		$ 544.00	$ 555.00	$ 572.00	$ 583.00
A-3 >10,000 SF		$ 647.00	$ 660.00	$ 622.00	$ 634.00
A-4 <= 5000 SF		$ 441.00	$ 450.00	$ 519.00	$ 529.00
A-4 > 5000 SF		$ 494.00	$ 504.00	$ 572.00	$ 583.00
A-5<=5000 SF		$ 427.00	$ 436.00	$ 503.00	$ 513.00
A-5>5000 SF		$ 480.00	$ 490.00	$ 554.00	$ 565.00
A TI 0-5000 SF		$ 338.00	$ 345.00	$ 415.00	$ 423.00
A TI 5001 - 25,000 SF		$ 441.00	$ 450.00	$ 519.00	$ 529.00
A TI > 25,001 SF		$ 544.00	$ 555.00	$ 572.00	$ 583.00
B 0-5000 SF		$ 182.00	$ 186.00	$ 242.00	$ 247.00
B 5001 - 50,000 SF		$ 284.00	$ 290.00	$ 415.00	$ 423.00
B >50,000 SF		$ 388.00	$ 396.00	$ 572.00	$ 583.00
B TI 0-5000 SF		$ 157.00	$ 160.00	$ 215.00	$ 219.00
B TI 5001 - 50,000 SF		$ 207.00	$ 211.00	$ 312.00	$ 318.00
B TI >50,000 SF		$ 284.00	$ 290.00	$ 388.00	$ 396.00
E-1,2 0-2000 SF (private schools only)		$ 233.00	$ 238.00	$ 364.00	$ 371.00
E-1,2 2001 - 20,000 SF (private schools only)		$ 284.00	$ 290.00	$ 415.00	$ 423.00
E-1,2 > 20,000 SF (private schools only)		$ 441.00	$ 450.00	$ 494.00	$ 504.00
E-1,2 TI 0-2000 SF (private schools only)		$ 104.00	$ 106.00	$ 215.00	$ 219.00

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Section 6 - Fire

Plan Check and Inspections (Cont)

	Unit	Plan Check Current Fee	Plan Check Proposed Fee	Inspection Current Fee	Inspection Proposed Fee
E-1,2 TI 2001 - 20,000 SF (private schools only)		$ 157.00	$ 160.00	$ 242.00	$ 247.00
E-1,2 TI > 20,000 SF (private schools only)		$ 207.00	$ 211.00	$ 268.00	$ 273.00
E-3 0-1000 SF (private schools only)		$ 130.00	$ 133.00	$ 215.00	$ 219.00
E-3 1001 - 20,000 SF (private schools only)		$ 233.00	$ 238.00	$ 441.00	$ 450.00
E-3 > 20,000 SF (private schools only)		$ 284.00	$ 290.00	$ 494.00	$ 504.00
E-3 TI 0-1000 SF (private schools only)		$ 104.00	$ 106.00	$ 189.00	$ 193.00
E-3 TI 1001 - 20,000 SF (private schools only)		$ 130.00	$ 133.00	$ 215.00	$ 219.00
E-3 TI > 20,000 SF (private schools only)		$ 157.00	$ 160.00	$ 242.00	$ 247.00
F,M,S 0-5000 SF		$ 233.00	$ 238.00	$ 364.00	$ 371.00
F,M,S 5001 - 12,500 SF		$ 338.00	$ 345.00	$ 415.00	$ 423.00
F,M,S 12,501 - 100,000 SF		$ 388.00	$ 396.00	$ 519.00	$ 529.00
F,M,S > 100,000 SF		$ 441.00	$ 450.00	$ 622.00	$ 634.00
F,M,S TI 0-5000 SF		$ 157.00	$ 160.00	$ 242.00	$ 247.00
F,M,S TI 5001 - 12,500 SF		$ 182.00	$ 186.00	$ 312.00	$ 318.00
F,M,S TI 12,501 - 100,000 SF		$ 233.00	$ 238.00	$ 338.00	$ 345.00
F,M,S TI > 100,000 SF		$ 284.00	$ 290.00	$ 364.00	$ 371.00
H-1,2,3, 7 0-1000 SF		$ 338.00	$ 345.00	$ 388.00	$ 396.00
H-1,2,3, 7 1001- 2,500 SF		$ 388.00	$ 396.00	$ 415.00	$ 423.00
H-1,2,3, 7 2,501 - 10,000 SF		$ 494.00	$ 504.00	$ 519.00	$ 529.00
H-1,2,3, 7 > 10,000 SF		$ 622.00	$ 634.00	$ 622.00	$ 634.00
H-1,2,3, 7 TI 0-1000 SF		$ 233.00	$ 238.00	$ 338.00	$ 345.00
H-1,2,3, 7 TI 1001- 2,500 SF		$ 284.00	$ 290.00	$ 364.00	$ 371.00
H-1,2,3, 7 TI 2,501 - 10,000 SF		$ 338.00	$ 345.00	$ 388.00	$ 396.00
H-1,2,3, 7 TI > 10,000 SF		$ 388.00	$ 396.00	$ 415.00	$ 423.00
H-4,5,6 0-1000 SF		$ 260.00	$ 265.00	$ 388.00	$ 396.00
H-4,5,6 1001- 2,500 SF		$ 364.00	$ 371.00	$ 415.00	$ 423.00
H-4,5,6 2,501 - 10,000 SF		$ 467.00	$ 476.00	$ 467.00	$ 476.00
H-4,5,6 > 10,000 SF		$ 597.00	$ 609.00	$ 519.00	$ 529.00
H-4,5,6 TI 0-1000 SF		$ 207.00	$ 211.00	$ 338.00	$ 345.00
H-4,5,6 TI 1001- 2,500 SF		$ 260.00	$ 265.00	$ 364.00	$ 371.00
H-4,5,6 TI 2,501 - 10,000 SF		$ 312.00	$ 318.00	$ 388.00	$ 396.00
H-4,5,6 TI > 10,000 SF		$ 364.00	$ 371.00	$ 415.00	$ 423.00
L-0-1,000 SF		$ 328.00	$ 335.00	$ 375.00	$ 383.00
L-1,001-2,500 SF		$ 377.00	$ 385.00	$ 403.00	$ 411.00
L-2,501-10,000 SF		$ 480.00	$ 490.00	$ 503.00	$ 513.00
L->10,000 SF		$ 604.00	$ 616.00	$ 604.00	$ 616.00
L-T.I. 0-1,000 SF		$ 226.00	$ 231.00	$ 328.00	$ 335.00
L-T.I. 1,001-2,500 SF		$ 276.00	$ 282.00	$ 352.00	$ 359.00
L-T.I. 2,501-10,000 SF		$ 328.00	$ 335.00	$ 377.00	$ 385.00
L-T.I. >10,000 SF		$ 377.00	$ 385.00	$ 403.00	$ 411.00
I Occupancies	Deposit	$ 350.00	$ 350.00	$ 409.00	$ 417.00
R-1, 2 0-5000 SF		$ 233.00	$ 238.00	$ 338.00	$ 345.00
R-1, 2 5001 - 25,000 SF		$ 284.00	$ 290.00	$ 364.00	$ 371.00

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Section 6 - Fire

Plan Check and Inspections (Cont)

	Unit	Plan Check Current Fee	Plan Check Proposed Fee	Inspection Current Fee	Inspection Proposed Fee
R-1, 2 >25,001 SF		$ 338.00	$ 345.00	$ 415.00	$ 423.00
R-3 Model 1-5 homes		$ 182.00	$ 186.00	$ 242.00	$ 247.00
R-3 Model > 6 homes		$ 233.00	$ 238.00	$ 293.00	$ 299.00
R-3 Custom (1-2 units)		$ 157.00	$ 160.00	$ 234.00	$ 239.00
U - Occupancy		$ 157.00	$ 160.00	$ 207.00	$ 211.00
Shell 0-50,000 SF		$ 1,037.00	$ 1,058.00	$ 908.00	$ 926.00
Shell > 50,000 SF	Deposit	$ 350.00	$ 350.00	$ 350.00	$ 350.00
High-rise (4 floors or greater)	Deposit	$ 350.00	$ 350.00	$ 362.00	$ 362.00

	Occupancy Classifications
A	Facilities for Assemblies
B	Professional or Service Facilities
E	Educational Facilities
F	Factory and Industrial (non H)
H	Factory and Industrial (high fire, explosion or health hazard)
I	Hospitals, Nursing Homes
L	Laboratories
M	Sale of Merchandise
R	Hotels, Apartments and Congregate Residences
S	Storage (non hazardous)
U	Garages, Carports, Sheds and Agricultural Buildings

Fire Development

Development Plan Check and Inspection

	Unit	Plan Check Current Fee	Plan Check Proposed Fee	Inspection Current Fee	Inspection Proposed Fee
Sprinkler System New 1-100 heads		$ 234.00	$ 239.00	$ 546.00	$ 557.00
Sprinkler System New > 100 heads		$ 366.00	$ 373.00	NA	NA
Sprinkler System New 101-300 heads		NA	NA	$ 598.00	$ 610.00
Sprinkler System New 301-700 heads		NA	NA	$ 651.00	$ 664.00
Sprinkler System New > 700 heads		NA	NA	$ 702.00	$ 716.00
Sprinkler TI 1-10 heads		$ 157.00	$ 160.00	$ 234.00	$ 239.00
Sprinkler TI 11-50 heads		$ 182.00	$ 186.00	$ 442.00	$ 451.00
Sprinkler TI 51-100 heads		$ 234.00	$ 239.00	$ 495.00	$ 505.00
Sprinkler TI > 100 heads		$ 260.00	$ 265.00	$ 546.00	$ 557.00
Alarm New 1-10 Initiating Devises with notification		$ 157.00	$ 160.00	$ 339.00	$ 346.00
Alarm New 11-50 Initiating Devises with notification		$ 234.00	$ 239.00	$ 366.00	$ 373.00
Alarm New 51-100 Initiating Devises with notification		$ 287.00	$ 293.00	$ 416.00	$ 424.00
Alarm New > 100 Initiating Devises with notification		$ 339.00	$ 346.00	$ 495.00	$ 505.00
Alarm TI 1-10 Initiating Devices with notification		$ 131.00	$ 134.00	$ 287.00	$ 293.00
Alarm TI 11-50 Initiating Devices with notification		$ 157.00	$ 160.00	$ 313.00	$ 319.00
Alarm TI 51-100 Initiating Devices with notification		$ 208.00	$ 212.00	$ 366.00	$ 373.00
Alarm TI > 100 Initiating Devices with notification		$ 287.00	$ 293.00	$ 416.00	$ 424.00

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Section 6 - Fire

Development Plan Check and Inspection (Cont)

	Unit	Plan Check Current Fee	Plan Check Proposed Fee	Inspection Current Fee	Inspection Proposed Fee	
Alarm-Fire Monitoring		$ -	$ 157.00	$ -	$ 200.00	NEW
ESFR	per Riser	$ 157.00	$ 160.00	NA	NA	
Underground Sprinkler	per Riser	$ 234.00	$ 239.00	$ 633.00	$ 646.00	
Underground Hydrant		$ 182.00	$ 186.00	$ 633.00	$ 646.00	
Underground Combo Up to 4 Connections		$ 339.00	$ 346.00	$ 711.00	$ 725.00	
Aboveground Hydrant		$ 260.00	$ 265.00	$ 520.00	$ 530.00	
Residential Sprinkler 13R Family 1-2 units		$ 234.00	$ 239.00	$ 520.00	$ 530.00	
Residential Sprinkler 13D Single Family 1-2 units		$ 182.00	$ 186.00	$ 520.00	$ 530.00	
Residential Sprinkler 13R Multi Family up to 4 stories	per System	$ 313.00	$ 319.00	$ 651.00	$ 664.00	
Hood and Duct	per System	$ 157.00	$ 160.00	$ 216.00	$ 220.00	
Fire Pump	per Pump	$ 287.00	$ 293.00	$ 287.00	$ 293.00	
Standpipes		$ 390.00	$ 398.00	$ 295.00	$ 301.00	
Special Extinguishing Systems		$ 182.00	$ 186.00	NA	NA	
Vapor Recovery Special Equipment		$ 157.00	$ 160.00	NA	NA	
Medical Gases Special System		$ 182.00	$ 186.00	$ 189.00	$ 193.00	
Industrial Gases Special System		$ 234.00	$ 239.00	$ 295.00	$ 301.00	
Liquefied Petroleum Gases Special System > 500 gal		$ 234.00	$ 239.00	$ 346.00	$ 353.00	
Tank/Piping Installation	per Tank	$ 243.00	$ 248.00	$ 243.00	$ 248.00	
Tank/Piping Removal	per Tank	$ 164.00	$ 167.00	$ 287.00	$ 293.00	
Ovens, industrial baking or drying per oven, furnace or kiln Special Equip. (New Construction)		$ 131.00	$ 134.00	$ 189.00	$ 193.00	
Smoke Control		$ 234.00	$ 239.00	$ 346.00	$ 353.00	
Dust Collection Special Equipment		$ 157.00	$ 160.00	$ 189.00	$ 193.00	
Hazmat Storage		$ 287.00	$ 293.00	$ 295.00	$ 301.00	
High Piled/Solid Piled Storage Class III, IV, High Hazard		$ 339.00	$ 346.00	$ 451.00	$ 460.00	
Racking System		$ 390.00	$ 398.00	$ 451.00	$ 460.00	
Photovoltaic Systems		$ -	$ 200.00	$ -	$ 157.00	NEW
Regulated Refrigeration per system		$ 157.00	$ 160.00	$ 295.00	$ 301.00	
Miscellaneous Industrial Equipment Install		$ 157.00	$ 160.00	$ 189.00	$ 193.00	
FPE Technical Report Major Review		$ 442.00	$ 451.00	NA	NA	
FPE Technical Report Minor Review		$ 234.00	$ 239.00	NA	NA	
Spray Booth Inspection		NA	NA	$ 295.00	$ 301.00	
Foam/Liquid System Inspection		NA	NA	$ 346.00	$ 353.00	
Dry Chemical System Inspection		NA	NA	$ 243.00	$ 248.00	
CO2 System Inspection		NA	NA	$ 243.00	$ 248.00	
Inert Gas System Inspection		NA	NA	$ 243.00	$ 248.00	
FM200 Clean Agent System		NA	NA	$ 243.00	$ 248.00	
Adult Care Facility Inspection		NA	NA	$ 390.00	$ 398.00	
Child Care Facility Inspection		NA	NA	$ 390.00	$ 398.00	
Residential Care Facilities 1 - 6		NA	NA	$ 366.00	$ 373.00	
Residential Care Facilities >6	per Story	NA	NA	$ 149.00	$ 152.00	
K-12 Public School Inspection		NA	NA	$ 197.00	$ 201.00	
K-12 Private School Inspection		NA	NA	$ 442.00	$ 451.00	
High-rise Inspection	per Hour	NA	NA	$ 104.00	$ 106.00	
Asbestos removal		NA	NA	$ 243.00	$ 248.00	

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Section 6 - Fire

Development Plan Check and Inspection (Cont)	Unit	Plan Check Current Fee	Plan Check Proposed Fee	Inspection Current Fee	Inspection Proposed Fee	
Work without Approval or Permit		NA	NA	$ 208.00	$ 212.00	
Inspection following Failure to Maintain Fire Protection Systems		NA	NA	$ 208.00	$ 212.00	
Fire Prevention Inspection/Re-inspection/Phasing		NA	NA	$ 148.00	$ 151.00	
Renewable Permit Fees						
Aerosol Products		$ 233.00	$ 238.00	$ 66.00	$ 67.00	
Aircraft Refueling Vehicles		$ 182.00	$ 186.00	$ 91.00	$ 93.00	
Automobile Wrecking Yard		$ 182.00	$ 186.00	$ 195.00	$ 199.00	
Battery System		$ 233.00	$ 238.00	$ 66.00	$ 67.00	
Candles and Open Flame in Assembly Occupancy Areas		$ 130.00	$ 133.00	$ 66.00	$ 67.00	
Cellulose Nitrate Film		$ 130.00	$ 133.00	$ 66.00	$ 67.00	
Cellulose Nitrate Storage		$ 182.00	$ 186.00	$ 195.00	$ 199.00	
Combustible fiber Storage		$ 182.00	$ 186.00	$ 195.00	$ 199.00	
Combustible materials Storage		$ 182.00	$ 186.00	$ 195.00	$ 199.00	
Commercial Rubbish Handling Operation		$ 182.00	$ 186.00	$ 195.00	$ 199.00	
Compressed Gases		$ 207.00	$ 211.00	$ 195.00	$ 199.00	
Cryogens		$ 207.00	$ 211.00	$ 195.00	$ 199.00	
Dry Cleaning Plant		$ 233.00	$ 238.00	$ 299.00	$ 305.00	
Dust-Producing Operations		$ 130.00	$ 133.00	$ 91.00	$ 93.00	
Explosives or Blasting agents, Use or Transportation		$ 284.00	$ 290.00	$ 325.00	$ 332.00	
Flammable or Combustible Liquids pipelines, store, handle, use		$ 284.00	$ 290.00	$ 299.00	$ 305.00	
Hazardous Materials		$ -	$ 284.00	$ -	$ 299.00	NEW
High Piled/Solid Piled Combustible Storage Class I, II		$ 77.00	$ 79.00	$ 144.00	$ 147.00	
Hot Works Operations		$ 130.00	$ 133.00	$ 66.00	$ 67.00	
Liquefied Petroleum Gases store, use, handle, dispense-Plan Check 125-500 gals		$ 77.00	$ 79.00	$ 144.00	$ 147.00	
Ovens - Industrial Baking or drying		$ 77.00	$ 79.00	$ 91.00	$ 93.00	
Places of Assembly		$ 182.00	$ 186.00	$ 66.00	$ 67.00	
Refrigeration Equipment		$ 77.00	$ 79.00	$ 91.00	$ 93.00	
Repair Garages		$ 157.00	$ 160.00	$ 91.00	$ 93.00	
Spraying or Dipping		$ 77.00	$ 79.00	$ 66.00	$ 67.00	
Wood Products		$ 77.00	$ 79.00	$ 91.00	$ 93.00	
Motor Vehicle fuel dispensing		$ 77.00	$ 79.00	$ 91.00	$ 93.00	
Tire Storage		$ 182.00	$ 186.00	$ 91.00	$ 93.00	
Lumber Yard		$ 182.00	$ 186.00	$ 195.00	$ 199.00	
Fireworks, manufacture, compound, store		$ 338.00	$ 345.00	$ 299.00	$ 305.00	
Fruit ripening		$ 182.00	$ 186.00	$ 91.00	$ 93.00	
Magnesium Working		$ 182.00	$ 186.00	$ 91.00	$ 93.00	
Radioactive materials		$ 338.00	$ 345.00	$ 195.00	$ 199.00	
Welding & Cutting		$ 338.00	$ 345.00	$ 195.00	$ 199.00	NEW

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Section 6 - Fire

		Current Fee	Proposed Fee		
Activity Permits					
Bowling pin or alley refinishing		$ 164.00	$ 167.00		
Candles and open flames in assembly areas		$ 164.00	$ 167.00		
Carnivals and fairs		$ 243.00	$ 248.00		
Explosives or blasting agents, use, dispose		$ 346.00	$ 353.00		
Fireworks, displays		$ 320.00	$ 326.00		
Hot works operations		$ 164.00	$ 167.00		
Liquefied petroleum gases, install containers		$ 243.00	$ 248.00		
Liquid or gas fueled vehicles or equipment in assembly areas		$ 216.00	$ 220.00		
Mall, covered		$ 216.00	$ 220.00		
Open Burning		$ 164.00	$ 167.00		
Parade floats (per event)		$ 243.00	$ 248.00		
Pyrotechnical special effects material / model rockets		$ 346.00	$ 353.00		
Temporary membrane structures, tents and canopies		$ 295.00	$ 301.00		
Christmas Tree sales		$ 164.00	$ 167.00		
Pumpkin Patch		$ 164.00	$ 167.00		
Haunted Houses		$ 164.00	$ 167.00		
Hazardous Area Fire Permit		$ 320.00	$ 326.00		
Miscellaneous Activity Permit		$ 157.00	$ 160.00		
Post Development					
Fire and Life Safety Inspection					
Annual inspection (includes one re-inspection)		$ 157.00	$ 160.00		
2nd re-inspection		$ 313.00	$ 319.00		
3rd and subsequent re-inspections		$ 469.00	$ 478.00		
Fire Watch Inspection	per Hour	$ 104.00	$ 106.00		
Fire Hydrant Inspection		$ 104.00	$ 106.00		
Fire Inspection					
State Mandated		$ 89.00	$ 89.00		
Community Care Facility					
25 or less (not including elderly 1-6)		$ 89.00	$ 89.00	State Mandated	
26 or more		$ 134.00	$ 134.00	State Mandated	
Special Event		$ 89.00	$ 89.00		
Miscellaneous Post Development Inspection		$ 89.00	$ 89.00		
Multi-Family Residential Housing Inspection	per Unit	$ -	$ 36.00	State Mandated	NEW
Records Request					
Photographs, color print (4"x6")		$ 5.00	$ 5.00		
Fire Incident Reports (paid to County of Riverside)		$ 20.00	$ 20.00		
Fire Inspection Reports (up to 8 1/2"x14")					
First 10 pages	per Report	$ 6.00	$ 6.00		
Additional pages	per Page	$ 1.00	$ 1.00		

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Section 6 - Fire

	Unit	Current Fee	Proposed Fee	
Hourly Rates				
Fire Marshal		$ 140.00		The fully-burdened wage rate including overhead; not to exceed actual City costs.
Deputy Fire Marshal		$ 105.00		
Fire Safety Specialists		$ 106.00		
Fire Safety Inspector		$ 106.00		
Overtime		Position time + 50%		
Consultant Fire Plan Review		Consultant Cost +20% Admin Fee		

Other Fees	Unit	Current Fee	Proposed Fee
False Alarm			
Residential		$ 100.00	$ 100.00
Commercial		$ 200.00	$ 200.00
Fire Permit Issuance Fee		$ 22.00	$ 22.00
Hazard Reduction Inspection			
This fee will be assessed to all parcels defined as open space land and where legally permitted. Any fees associated with failure to comply and fire department ordered abated land will be pursued separately from this inspection fee. This fee will be collected as part of the annual property tax bill through the County of Riverside.			
Parcels < 1 acre		$ 50.00	$ 50.00
Parcels 1 acre to < 5 acres		$ 75.00	$ 75.00
Parcels > 5 acres		$ 100.00	$ 100.00
Hazard Reduction Abatement Administrative Fee		$ 240.00	$ 240.00
Hazard Reduction Abatement Cost Recovery		Actual cost charged by the City's abatement contractor.	

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Section 6 - Fire

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Office of Emergency Management and Volunteer Services				
Community Emergency Response (CERT)	per Class	$ 15.00	$ 15.00	

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Section 7 - Parks and Community Services

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Parks Projects				
Plan Check Fees (1 - 3 submittals)				
Project Cost:				
$0-$20,000		3.50%	3.50%	
$20,001-$100,000		3.25%	3.25%	
> $100,000		3.00%	3.00%	
4th and subsequent submittals		$ 140.00	$ 140.00	
Revisions				
Minor (detail changes only)		$ 256.00	$ 256.00	
Major		Same as initial submittal		
Inspection and Testing				
Project Cost:				
$0-$20,000		7.00%	7.00%	
$20,001-$100,000		6.00%	6.00%	
> $100,000		5.00%	5.00%	
Research of Records, Files, etc		Actual City Cost	Actual City Cost	
Penalty Fees				
Inspection and Testing Work in the right-of-way or park without encroachment permit or written agreement with Parks and Community Services	per Offense	$ 561.00 plus actual damages	$ 561.00 plus actual damages	
Applicant's failure to schedule inspection prior to performing work	per Offense	$ 112.00	$ 112.00	
Applicant's failure to attend or be prepared for a scheduled inspection	per Offense	$ 112.00	$ 112.00	

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Section 7 - Parks and Community Services

Recreation Programs

Non-Resident Fees: Fees for Non-Residents to participate in Recreation Programs and Services will be charged at full cost recovery, which is the Resident Fee plus 30%.

Adult Sports (18 Years or Older)

Category 4 includes Adult Sports Programs provided by the City which are Council approved fees to cover the direct program cost plus 20% for administrative and overhead related costs.

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Program Registration Fee		Per Program	$ 2.00	$ 2.00	
Basketball League *	Category 4	Per Team	$ 300.00	$ 300.00	
Basketball Open Play **	Category 4	Per Person	$ 3.00	$ 3.00	
Bowling Class and League	Category 4	Per Person	$ 78.00 - 85.00	$ 78.00 - 85.00	
Father's Day Over-The-Line Softball Tournament *	Category 4	Per Team	$ 65.00 - 100.00	$ 65.00 - 100.00	
Flag Football League *	Category 4	Per Team	$ 300.00	$ 300.00	
Flag Football Tournament *	Category 4	Per Team	$ 150.00 - 200.00	$ 150.00 - 200.00	
Official's Clinic	Category 4	Per Person	$ 15.00	$ 15.00	
Protest Fee	Category 4	Per Team	$ 25.00	$ 25.00	
Softball League - Competitive *	Category 4	Per Team	$ 345.00	$ 345.00	
Softball League - Non-Competitive *	Category 4	Per Team	$ 260.00	$ 260.00	
Softball Tournament *	Category 4	Per Team	$ 185.00 - 310.00	$ 185.00 - 310.00	
Tennis Tournament *	Category 4	Per Person	$ 20.00 - 50.00	$ 20.00 - 50.00	
Volleyball League *	Category 4	Per Team	$ 260.00	$ 260.00	
Volleyball Tournament *	Category 4	Per Team	$ 175.00 - 225.00	$ 175.00 - 225.00	
Volleyball Open Play **	Category 4	Per Person	$ 3.00	$ 3.00	
New Program	Category 4	Per Person	$ Cost Recovery	$ Cost Recovery	
Cancellation /Transfer Fee	Category 4	Per Person	20%	20%	
* Denotes Fee for Late Registration	Category 4	Per Team	$ 18.00	$ 18.00	

** Excludes Program Registration Fee

Adult Contract Classes (18 Years or Older)

Category 5 includes Adult Contract Programs provided by the City which are Council approved fees to cover the direct program cost plus 15% for administrative and overhead related costs.

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Program Registration Fee		Per Program	$ 2.00	$ 2.00	
Belly Dancing For Fun and Fitness	Category 5	Per Person	$ 32.00 - 45.00	$ 32.00 - 45.00	
Boxing	Category 5	Per Person	$ 60.00 - 80.00	$ 60.00 - 80.00	
Bryan's Dog Training	Category 5	Per Person	$ 65.00 - 75.00	$ 65.00 - 75.00	
Kung Fu Art of Self-Defense	Category 5	Per Person	$ 65.00 - 85.00	$ 65.00 - 85.00	
Yoga - 1 Day	Category 5	Per Person	$ 36.00 - 50.00	$ 36.00 - 50.00	
Cancellation /Transfer Fee	Category 5	Per Person	20%	20%	
New Adult Contract Classes	Category 5	Per Person	Full Cost Recovery	Full Cost Recovery	

Section 7 - Parks and Community Services

Youth Sports

Category 6 includes Youth Sports Programs provided by the City which are Council approved fees to cover the direct program cost plus 20% for administrative and overhead related costs.

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Program Registration Fee		Per Program	$ 2.00	$ 2.00	
Basketball League * #	Category 6	Per Person	$ 65.00 - 86.00	$ 65.00 - 86.00	
Basketball Pee Wee * #	Category 6	Per Person	$ 50.00	$ 50.00	
Sports Camp #	Category 6	Per Person	$ 60.00-110.00	$ 60.00-110.00	
Flag Football League * #	Category 6	Per Person	$ 59.00	$ 59.00	
Middle School Sports Program #	Category 6	Per Person	$ 25.00	$ 25.00	
Spudball * #	Category 6	Per Person	$ 50.00	$ 50.00	
Tennis Lessons #	Category 6	Per Person	$ 37.00-65.00	$ 37.00-65.00	
Pee Wee Flag Football #	Category 6	Per Person	$ 50.00	$ 50.00	
General Sports Skills Contests #	Category 6	Per Person	Cost Recovery	Cost Recovery	
Open Play Basketball / Volleyball # **	Category 6	Per Person	$ 1.00	$ 1.00	
Jr. Basketball #	Category 6	Per Person	$ 60.00	$ 60.00	
New Youth Sports Programs #	Category 6	Per Person	Cost Recovery	Cost Recovery	
Cancellation /Transfer Fee	Category 6	Per Person	20%	20%	
* Denotes Fee for Late Registration	Category 6	Per Person	$ 5.00-10.00	$ 5.00-10.00	

** Excludes Program Registration Fee

# Denotes Family Discount available. See note below.

Youth/Teen Activities and Programs

Category 7 includes Youth Contract Classes and Youth Programs provided by the City which are Council approved fees to cover the direct program cost plus 15% for administrative and overhead related costs.

Program Registration Fee		Per Program	$ 2.00	$ 2.00	
Breakfast with Santa #	Category 7	Per Person	$ 6.00 - 10.00	$ 6.00 - 10.00	
Bunny Brunch #	Category 7	Per Person	$ 6.00 - 10.00	$ 6.00 - 10.00	
Holiday Chef #	Category 7	Per Person	$ 8.00 - 10.00	$ 8.00 - 10.00	
Holiday Craft #	Category 7	Per Person	$ 8.00 - 10.00	$ 8.00 - 10.00	
Camp * (Weekly) #	Category 7	Per Person	$ 85.00	$ 85.00	
Spring Chef Workshop #	Category 7	Per Person	$ 8.00 - 10.00	$ 8.00 - 10.00	
Spring Craft #	Category 7	Per Person	$ 8.00 - 10.00	$ 8.00 - 10.00	
Time for Tots - 2 Days (2 Weeks) #	Category 7	Per Person	$ 40.00	$ 40.00	
Time for Tots - 4 Days (2 Weeks) #	Category 7	Per Person	$ 52.00	$ 52.00	
T-Shirts **	Category 7	Per Shirt	$ 10.00	$ 10.00	
Sunshine Social #	Category 7	Per Person	$ 20.00	$ 20.00	
Bowling Class/League #	Category 7	Per Person	$ 50.00 - 65.00	$ 50.00 - 65.00	
New Youth/Teen Activities and Programs #	Category 7	Per Person	$ Cost Recovery	$ Cost Recovery	
Cancellation /Transfer Fee	Category 7	Per Person	20%	20%	
* Denotes Fee for Late Registration	Category 7	Per Person	$ 5.00	$ 5.00	

** Excludes Program Registration Fee

# Denotes Family Discount available. See note below.

 # -FAMILY DISCOUNT

A family discount applies when siblings are registered in the same program. The family discount only applies to non-contract programs as identified with an #. The following family discount rates apply:

1st child = Full rate
2nd Child = Receives a 15% discount
3rd Child += Receives a 10% discount

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Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Youth/Teen Classes					
Category 7 includes Youth Contract Classes and Youth Programs provided by the City which are Council approved fees to cover the direct program cost plus 15% for administrative and overhead related costs.					
Program Registration Fee		Per Program	$ 2.00	$ 2.00	
Ballet Folklorico - Youth	Category 7	Per Person	$ 22.00 - 35.00	$ 22.00 - 35.00	
Boxing - Youth	Category 7	Per Person	$ 60.00 - 70.00	$ 60.00 - 70.00	
Drawing for Kids - Youth	Category 7	Per Person	$ 30.00 - 40.00	$ 30.00 - 40.00	
Hip Hop Jazz	Category 7	Per Person	$ 32.00 - 45.00	$ 32.00 - 45.00	
Instant Piano	Category 7	Per Person	$ 25.00 - 35.00	$ 25.00 - 35.00	
Golf Clinic - Youth	Category 7	Per Person	$ 42.00 - 55.00	$ 42.00 - 55.00	
Kickboxing - Teen	Category 7	Per Person	$ 70.00	$ 70.00	
Kung Fu Art of Self Defense - Youth	Category 7	Per Person	$ 42.00 - 55.00	$ 42.00 - 55.00	
Salsa/Latin Dance - Teen	Category 7	Per Person	$ 55.00 - 85.00	$ 55.00 - 85.00	
Cancellation /Transfer Fee	Category 7	Per Person	20%	20%	
New Youth/Teen Contract Classes	Category 7	Per Person	Cost Recovery	Cost Recovery	
Senior Programs					
Category 1 includes Senior Programs provided by outside agencies at no charge to the participant, and there is no direct cost to the City. All indirect costs will be subsidized by the City.					
Bingo	Category 3	Per Person	$ 1.00 = 2 Cards add Cards = $.50 ea	$ 1.00 = 2 Cards add Cards = $.50 ea	
Breakfast, Lunch, Pizza, Picnic	Category 3	Per Person	Cost Recovery	Cost Recovery	
Bunco	Category 3	Per Person	$ 2.00	$ 2.00	
Dances	Category 3	Per Person	$ 8.00	$ 8.00	
Line Dancing	Category 11	Per Person	Contracted	Contracted	
Swap Meet	Category 3	Per Table	$ 5.00	$ 5.00	
New Senior Contract Program - Administered by Contract	Category 11	Per Person	Contracted	Contracted	
New Senior Program Provided by Outside Agencies	Category 1	Per Person	$ 0	$ 0	
New Senior Program Assisted by City Staff	Category 3	Per Person	Cost Recovery	Cost Recovery	
New Senior Programs Assisted By Volunteers	Category 2	Per Person	$ 0	$ 0	
Trips / Tours - Administered by Contract	Category 11	Per Person	Contracted	Contracted	
Special Events					
Category 8 includes Family and Community Seasonal Non-Fee Programs approved and directed by City Council to seek potential private sector sponsorship for programs in this category to cover direct program cost where possible. This may include charging a fee					
Program Registration Fee		Per Program	$ 2.00	$ 2.00	
Easter Egg Hunt	Category 8	Per Person	FREE	FREE	
Fourth of July Parade Entry **	Category 8	Per Entry	$ 30.00	$ 30.00	
Fourth of July Parade Vendor **	Category 8	Per Booth	$ 50.00	$ 50.00	
Fourth of July Festival Arts & Crafts Booth **	Category 8	Per Booth	$ 75.00	$ 75.00	
Fourth of July Festival Food Booth (Commercial) **	Category 8	Per Booth	$ 250.00	$ 250.00	
Fourth of July Festival Food Booth (Non-Profit) **	Category 8	Per Booth	$ 150.00	$ 150.00	
Fourth of July Festival Service Info Booth (Non-Profit) **	Category 8	Per Booth	$ 25.00	$ 25.00	
Fourth of July Food Booth Deposit **	Category 8	Per Booth	$ 50.00	$ 50.00	
Youth Fest	Category 8	Per Booth	FREE	FREE	
Artober Fest	Category 8	Per Booth	$ 15.00 - 25.00	$ 15.00 - 25.00	
Art au Soleil	Category 8	Per Booth	$ 15.00-25.00	$ 15.00 - 25.00	
Wine & Art Show	Category 8	Per Booth	$ 15.00 - 25.00	$ 15.00 - 25.00	

** Excludes Program Registration Fee

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Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
On-Line Registration Processing Fee (This fee is charged by the on-line provider)					
On-Line Registration has no applicable category association.					
Transactions < $150					
Percentage of Transaction cost plus			6.50% *	6.50%	
Fixed Fee per Transaction		$	0.50 *	$ 0.50	
Transactions from $150 to $500					
Percentage of Transaction cost plus			3.50%	3.50%	
Fixed Fee per Transaction		$	5.00	$ 5.00	
Transactions over $500					
Percentage of Transaction cost plus			2.50%	2.50%	
Fixed Fee per Transaction		$	10.00	$ 10.00	

* $2.00 minimum

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Section 7 - Parks and Community Services

Park Reservations

Non-Resident Fees: Fees for Non-Residents to participate in Recreation Programs and Services will be charged at full cost recovery, which is the Resident Fee plus 30%.

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Athletic Field Reservation					
Non-Profit Youth Groups per field	N/A	2 Hour min.	$ 2.00	$ 2.00	
Adult Non-Profit Groups and Unorganized Group Play per field	N/A	Per Hour	$ 5.00	$ 5.00	
Adult & Youth Sports play by Private Groups	N/A	Per Hour	$ 10.00	$ 10.00	
Organized Commercial (For Profit) Groups (per field)	N/A	Per Hour	$ 50.00	$ 50.00	
Field Preparation - not included - cost recovery of staff overtime	N/A	Per Hour	$ 50.00	$ 75.00	
Cancellation /Transfer Fee	N/A	N/A	20%	20%	
Athletic Field Lighting					
All Users (This does not include adult groups at Moreno Valley Community Park)	N/A	Per Hour	$ 15.00	$ 14.00	DEPT REQUESTED
Adult groups at Moreno Valley Community Park	N/A	Per Hour	$	$ 17.00	NEW
Snack Bar (4 Hours or Less Play)					
Moreno Valley Youth and Non-Profit Groups	N/A	Per Day	$ 20.00	$ 20.00	
Moreno Valley Youth and Non-Profit Groups	N/A	Per Evening *	$ 10.00	$ 10.00	
Cleaning Deposit Fee (required for all groups)	N/A	Per Rental	$ 125.00	$ 125.00	
Key Deposit (required for all groups)	N/A	Per Group	$ 25.00	$ 25.00	
Storage Unit Rental					
Storage Units	N/A	Per Month	$ 35.00	$ 35.00	
Over 4 Hour Play					
Field Reservation/Non-Profit (First field preparation included.)	N/A	Per Field	$ 100.00	$ 100.00	
Field Reservation/ Private Group (First field preparation included.)	N/A	Per Field	$ 175.00	$ 175.00	
Field Preparation - Weekday-Cost Recovery	N/A	Per Field	$ 50.00	$ 75.00	
Field Preparation - Weekend	N/A	Per Field	$	$ 115.00	NEW
Mound Drop and Removal	N/A	Per Event	$ 175.00- 300.00	$ 175.00- 300.00	
Admission Gate (Pre-Approved by Director)	N/A	Per Event	25% of gate	25% of gate revenue	
Snackbar Cleaning Deposit Fee (required for all groups)	N/A	Per Event	$ 200.00	$ 200.00	
Snackbar	N/A	Per Day	$ 50.00	$ 50.00	
Vendor Fee	N/A	Per Event	$ 100.00	$ 100.00	
Facility Deposit	N/A	N/A	$ 100.00	$ 100.00	
Cancellation/Transfer Fee	N/A	N/A	20%	20%	

Gate Admission Must be Pre-Approved by Director Per Event

Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Park Fees					
Park Reservation for Special Events	N/A	Per Day	$ 50.00	$ 50.00	
Park Reservation for Park Area	N/A	Per Day	$ 25.00	25.00	
Picnic Shelter Small (1-2 Tables)	N/A	Per Day	$ 37.00	$ 37.00	
Picnic Shelter Medium (3-6 Tables)	N/A	Per Day	$ 80.00	$ 80.00	
Picnic Shelter Large (Over 6 Tables)	N/A	Per Day	$ 156.00	$ 156.00	
Cleaning/Security Deposit	N/A	Per Day	$ 75.00	$ 75.00	
Special Event Permit	N/A	Per Day	$ 207.00	$ 207.00	
Cancellation/Transfer Fee	N/A	N/A	20%	20%	
Electrical Use		Per Day	$ 35.00	$ 35.00	
Valley Skate Park and Soccer Arena					
Helmet Rental	N/A	Per Person	$ 3.00	$ 3.00	
Helmet Deposit (ID Required or $20 Deposit)	N/A	Per Person	$ 20.00	$ 20.00	
Instructional Clinics/Lessons Per Session	N/A	Per Person	$ 5.00-20.00	$ 5.00-20.00	
Skate Park and Arena Soccer Session Entry Fee					
Youth	NA	Per Session	$ 2.00	$ 2.00	
Adult	NA	Per Session	$ 4.00	$ 4.00	
Soccer Arena Rental	NA	Per Hour	$ 5.00-50.00	$ 5.00-50.00	
Arena Soccer League					
Youth	NA	Per Team	$ 50.00-100.00	$ 50.00-100.00	
Adult	NA	Per Team	$ 300.00-500.00	$ 300.00-500.00	
Lights	NA	Half Hour	$ 7.50	$ 7.50	
School District Arena Rental	NA	Per Team	$ Cost Recovery for Staff	$ Cost Recovery for Staff	
Golf Course					
Golf Course Fees:					
Adult - 18 Holes (Mon. - Fri.)	N/A	Per Person	$ 11.00	$ 13.00	
Adult - 18 Holes Twilight Rate (after 2PM)	N/A	Per Person	$	$ 10.00	NEW
Adult - 9 Holes (Mon. - Fri.)	N/A	Per Person	$ 8.00	$ 9.00	
Adult - 9 Holes Twilight Rate (After 2PM)	N/A	Per Person	$	$ 6.00	NEW
Seniors 55 & Over - 18 Holes (Mon. - Fri.)	N/A	Per Person	$ 9.00	$ 11.00	
Seniors 55 & Over - 18 Holes Twilight Rate (After 2PM)	N/A	Per Person	$	$ 10.00	NEW
Seniors 55 & Over - 9 Holes (Mon. - Fri.)	N/A	Per Person	$ 6.50	$ 7.00	
Seniors 55 & Over - 9 Holes Twilight Rate (After 2PM)	N/A	Per Person	$	$ 6.00	
Adult & Seniors 18 Holes - Weekends, Holidays, Tournament Play	N/A	Per Person	$ 14.00	$ 15.00	NEW
Adult & Seniors 9 Holes - Weekends, Holidays, Tournament Play	N/A	Per Person	$ 9.50	$ 11.00	
Students Under 18 - 18 Holes (Mon. - Fri.)	N/A	Per Person	$ 9.00	$ 8.00	
Students Under 18 - 18 Holes Twilight Rates (After 2PM)	N/A	Per Person	$	$ 8.00	NEW
Students Under 18 - 9 Holes (Mon. - Fri.)	N/A	Per Person	$ 6.50	$ 5.00	
Students Under 18 - 9 Holes Twilight Rates (After 2PM)	N/A	Per Person	$	$ 3.00	NEW
Students Under 18 - 18 Holes (Weekends, Holidays, Tournament	N/A	Per Person	$	$ 8.00	NEW
Students Under 18 - 9 Holes (Weekends, Holidays, Tournament	N/A	Per Person	$	$ 7.00	NEW
Cart Rental	N/A	Per Cart	$ 2.50	$ 3.00	
Club Rental	N/A	Per Set	$ 5.00	$ 5.00	
Replay for Additional 9-Holes	N/A	Per Person	$	$ 3.00	NEW
~~Senior Rounds - with Monthly Card~~	~~N/A~~	~~Per Person~~	~~$ 5.00~~	~~$ 5.00~~	DELETE
~~Senior Rounds - without Monthly Card~~	~~N/A~~	~~Per Person~~	~~$ 10.00~~	~~$ 10.00~~	DELETE

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Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Golf Course Specials					
Punch Cards: Adults = Ten 9-Hole Rounds (Mon-Fri)	N/A	Per Card	$ 75.00	$ 60.00	
Punch Cards: Seniors = Ten 9-Hole Rounds (Mon-Fri)	N/A	Per Card	$ 50.00	$ 50.00	
Punch Cards: ~~Juniors~~ Students = Ten 9-Hole Rounds (Mon-Fri)	N/A	Per Card	$ 50.00	$ 35.00	
Punch Cards: Adults = Ten 9-Hole Rounds (Any Day)	N/A	Per Card	$	$ 75.00	NEW
Punch Cards: Seniors = Ten 9-Hole Rounds (Any Date)	N/A	Per Card	$	$ 75.00	NEW
Punch Cards: Students = Ten 9-Hole Rounds (Any Day)	N/A	Per Card	$	$ 50.00	NEW
Punch Cards: Adults = Ten 18-Hole Rounds (Mon-Fri)	N/A	Per Card	$	$ 90.00	NEW
Punch Cards: Seniors = Ten 18-Hole Rounds (Mon-Fri)	N/A	Per Card	$	$ 75.00	NEW
Punch Cards: Students = Ten 18-Hole Rounds (Mon-Fri)	N/A	Per Card	$	$ 35.00	NEW
Punch Cards: Adults = Ten 18-Hole Rounds (Any Day)	N/A	Per Card	$	$ 100.00	NEW
Punch Cards: Seniors = Ten 18-Hole Rounds (Any Date)	N/A	Per Card	$	$ 100.00	NEW
Punch Cards: Students = Ten 18-Hole Rounds (Any Day)	N/A	Per Card	$	$ 60.00	NEW
~~Youth After School Cards = 3 months (Level of skill = up to 3 for old kid, 1 or 2 for young kid)~~	~~N/A~~	~~Per Person~~	~~$ 99.00~~	~~$ 99.00~~	DELETE
Monthly Cards: Seniors (Mon.-Fri.) Unlimited Play	N/A	Per Person	$ 65.00	$ 75.00	
Monthly Cards: ~~Juniors~~ Students (Mon.-Fri.) Unlimited Play	N/A	Per Person	$ 65.00	$ 75.00	
Monthly Cards: Adults (Mon.-Fri.) Unlimited Play	N/A	Per Person	$ 90.00	$ 75.00	
~~Monthly Cards: Family of 3 (Mon.-Fri.) Unlimited Play~~	~~N/A~~	~~Per Group~~	~~$ 170.00~~	~~$ 170.00~~	DELETE

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Section 7 - Parks and Community Services

Facility Rental

Senior Center

User Group	Classification	Room	Minimum Time	Comments	Unit	Fee	Proposed Fee
Group 1	City sponsored/conducted events, governmental agencies (Federal, State, County) and educational institutions with reciprocal arrangements (defined below)	Banquet Room	4 hours	Monday through Thursday (with Kitchen)	Per Hour	$ 10.00	$ 10.00
		Banquet Room with Patio	4 hours	Monday through Thursday (with Kitchen)	Per Hour	$ 20.00	$ 20.00
		Banquet Room	2 hours	Friday through Sunday (with Kitchen)	Per Hour	$ 20.00	$ 20.00
		Banquet Room with Patio	2 hours	Friday through Sunday (with Kitchen)	Per Hour	$ 35.00	$ 35.00
		Classroom I and II	2 hours	Monday through Thursday	Per Hour	-	-
		Classroom I or II	2 hours	Monday through Thursday	Per Hour	-	-
		Arts & Crafts I and II	2 hours	Monday through Thursday	Per Hour	-	-
		Arts & Crafts I or II	2 hours	Monday through Thursday	Per Hour	-	-
					Service/Facility fees may apply		Service/Facility fees may apply
Group 2	City of Moreno Valley resident, non-profit resident organization, Moreno Valley commercial groups for social activities, government agencies (Federal, State, County) and educational institutions. Proof of residency may be required.	Banquet Room	4 hours	Monday through Thursday	Per Hour	$ 45.00	$ 45.00
		Banquet Room with Patio	4 hours	Monday through Thursday (with Kitchen)	Per Hour	$ 90.00	$ 90.00
		Banquet Room	2 hours	Friday through Sunday	Per Hour	$ 100.00	$ 100.00
		Banquet Room with Patio	2 hours	Friday through Sunday (with Kitchen)	Per Hour	$ 175.00	$ 175.00
		Classroom I and II	2 hours	Monday through Thursday	Per Hour	$ 55.00	$ 55.00
		Classroom I or II	2 hours	Monday through Thursday	Per Hour	$ 40.00	$ 40.00
		Arts & Crafts I and II	2 hours	Monday through Thursday	Per Hour	$ 45.00	$ 45.00
		Arts & Crafts I or II	2 hours	Monday through Thursday	Per Hour	$ 30.00	$ 30.00
					Service/Facility fees may apply		Service/Facility fees may apply
Group 3	Non-Resident and non-resident non-profit agencies. Proof of non-profit status may be required. Commercial use.	Banquet Room	4 hours	Monday through Thursday	Per Hour	$ 100.00	$ 100.00
		Banquet Room with Patio	4 hours	Monday through Thursday (with Kitchen)	Per Hour	$ 175.00	$ 175.00
		Banquet Room	2 hours	Friday through Sunday	Per Hour	$ 175.00	$ 175.00
		Banquet Room with Patio	2 hours	Friday through Sunday (with Kitchen)	Per Hour	$ 300.00	$ 300.00
		Classroom I and II	2 hours	Monday through Thursday	Per Hour	$ 125.00	$ 125.00
		Classroom I or II	2 hours	Monday through Thursday	Per Hour	$ 68.00	$ 68.00
		Arts & Crafts I and II	2 hours	Monday through Thursday	Per Hour	$ 100.00	$ 100.00
		Arts & Crafts I or II	2 hours	Monday through Thursday	Per Hour	$ 58.00	$ 58.00
					Service/Facility fees may apply		Service/Facility fees may apply

Service/Facility		Current Fee	Proposed Fee
Refundable Cleaning / Security Deposit		$ 300.00	$ 300.00
Setup / Reset Charge (if applicable)		$ 75.00	$ 75.00
Main Kitchen (Only)		$ 100.00	$ 100.00
Cleaning		$130.00 - $150.00	$130.00 - $150.00
Decorating	Per Hour	$ 25.00	$ 25.00
Overtime Staff Charge	Per Hour	Cost Recovery	Cost Recovery
Staff Time	Per Hour	$20.00 - $30.00	$20.00 - $30.00
Security Services	Per Hour	$20.00 - $25.00	$20.00 - $25.00
False Fire / Police Alarm penalty (per each false alarm)	Per False Alarm	$ 200.00	$ 200.00
False Alarm - Fire penalty	Per False Alarm	$ 28.00	$ 28.00
False Alarm - Police penalty	Per Hour	$ 150.00	$ 150.00
Insurance		Cost Recovery	Cost Recovery
Cancellation Fee		$ 300.00	$ 300.00

RECIPROCAL ARRANGEMENTS

Reciprocal arrangements are defined as a relationship of mutual facility use between the City of Moreno Valley and/or Moreno Valley Community Services District and governmental, educational agencies or resident non-profit organizations. Where reciprocal arrangements exist, no rental fee will be charged. However, cost recovery for staff and/or extraordinary expenses will be passed on to the user.

MV00210308

Section 7 - Parks and Community Services

Towngate Community Center

User Group	Classification	Room	Minimum Time	Comments	Unit	Current Fee	Proposed Fee
Group 1	City sponsored/conducted events, governmental agencies (Federal, State, County) and educational institutions with reciprocal arrangements (defined below)	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday	Per Hour	$ 15.00	$ 15.00
			4 hours	Friday through Sunday	Per Hour	$ 15.00	$ 15.00
						Service/Facility fees may apply	Service/Facility fees may apply
Group 2	City of Moreno Valley resident, non-profit resident organization, Moreno Valley commercial groups for social activities, government agencies (Federal, State, County) and educational institutions. Proof of residency may be required.	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday	Per Hour	$ 60.00	$ 60.00
			4 Hours	Friday through Sunday	Per Hour	$ 70.00	$ 70.00
						Service/Facility fees may apply	Service/Facility fees may apply
Group 3	Non-Resident and non-resident non-profit agencies. Proof of non-profit status may be required. Commercial use.	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday	Per Hour	$ 80.00	$ 80.00
			4 Hours	Friday through Sunday	Per Hour	$ 90.00	$ 90.00
						Service/Facility fees may apply	Service/Facility fees may apply
Group 4	Resident of Renaissance Park Housing Development	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday			
				First two hours	Per Hour	$ 25.00	$ 25.00
				Thereafter	Per Hour	$ 60.00	$ 60.00
			4 Hours	Friday through Sunday			
				First two hours	Per Hour	$ 18.00	$ 18.00
				Thereafter	Per Hour	$ 70.00	$ 70.00
						Service/Facility fees may apply	Service/Facility fees may apply

Service/Facility	Unit	Current Fee	Proposed Fee
Refundable Security Deposit	Per Hour	$ 200.00	$ 200.00
Setup/Reset Charge (if applicable)		$ 25.00	$ 25.00
Cleaning Fee		$130.00 - $150.00	$130.00 - $150.00
Cancellation Fee		$ 200.00	$ 200.00
Staff Regular Time	Per Hour	$20.00 - $30.00	$20.00 - $30.00
Staff Overtime		Cost Recovery	Cost Recovery
Decorating	Per Hour	$ 25.00	$ 25.00
Set-up Time and Tear Down of Event	Per Hour	$ 25.00	$ 25.00
False Alarm - Fire	Per Alarm	$ 200.00	$ 200.00
False Alarm - Police	Per Alarm	$ 28.00	$ 28.00
Unscheduled Program Use	Per Hour	$ 100.00	$ 100.00
Security Services	Per Hour	$20.00 - $25.00	$20.00 - $25.00

RECIPROCAL ARRANGEMENTS

Reciprocal arrangements are defined as a relationship of mutual facility use between the City of Moreno Valley and/or Moreno Valley Community Services District and governmental, educational agencies or resident non-profit organizations. Where reciprocal arrangements exist, no rental fee will be charged. However, cost recovery for staff and/or extraordinary expenses will be passed on to the user.

MV00210309

Section 7 - Parks and Community Services

Conference and Recreation Center

User Group	Classification	Room	Minimum Time	Comments	Unit	Current Fee	Proposed Fee
Group 1	City sponsored/conducted events	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 25.00	$ 25.00
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 25.00	$ 25.00
		Grand Valley Ballroom with small patio or large patio	3 Hours	Friday evening beginning at 5:00 pm and Sunday	Per Hour	$ 250.00	$ 250.00
		Grand Valley Ballroom with small patio or large patio	3 Hours	Saturday	Per Hour	$ 300.00	$ 300.00
		Alessandro Room	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 12.00	$ 12.00
		Alessandro Room	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 12.00	$ 12.00
		Dance Studio	2 Hours	Monday through Sunday	Per Hour	$ 12.00	$ 12.00
		Gymnasium	2 Hours	Monday through Sunday	Per Hour	$ 12.00	$ 12.00
		Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	$ 25.00	$ 25.00
		Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	$ 25.00	$ 25.00
					Service/Facility fees may apply		Service/Facility fees may apply
2	Federal, State, County and Educational Institutions.	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 144.00	$ 144.00
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 144.00	$ 144.00
		Grand Valley Ballroom with small patio	3 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	$ 250.00	$ 250.00
		Grand Valley Ballroom with small patio	3 Hours	Saturday	Per Hour	$ 300.00	$ 300.00
		Grand Valley Ballroom with large patio	2 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	$ 300.00	$ 300.00
		Grand Valley Ballroom with large patio	3 Hours	Saturday	Per Hour	$ 350.00	$ 350.00
		Alessandro Room (Full)	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 50.00	$ 50.00
		Alessandro Room (Half)	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 25.00	$ 25.00
		Alessandro Room (Half)	2 Hours	Long Term Rental 2-12 months	Per Hour	$ 20.00	$ 20.00
		Alessandro Room (Full)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 50.00	$ 50.00
		Alessandro Room (Half)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 25.00	$ 25.00
		Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	$ 25.00	$ 25.00
		Dance Studio	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 30.00	$ 30.00
		Dance Studio	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 45.00	$ 45.00
		Entire Gymnasium	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 50.00	$ 50.00
		Half Gymnasium	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 25.00	$ 25.00
		Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	$ 40.00	$ 40.00
					Service/Facility fees may apply		
Group 3	City of Moreno Valley resident, non-profit resident organization, Moreno Valley commercial groups for social activities.- Proof of residency may be required.	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 160.00	$ 160.00
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 210.00	$ 210.00
		Grand Valley Ballroom with small patio	3 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	$ 250.00	$ 250.00
		Grand Valley Ballroom with small patio	3 Hours	Saturday	Per Hour	$ 300.00	$ 300.00
		Grand Valley Ballroom with small patio-attendance under 200	3 Hours	Saturday	Per Hour	$ 250.00	$ 250.00
		Grand Valley Ballroom with large patio	2 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	$ 300.00	$ 300.00
		Grand Valley Ballroom with large patio	3 Hours	Saturday	Per Hour	$ 350.00	$ 350.00
		Alessandro Room (Full)	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 50.00	$ 50.00
		Alessandro Room (Half)	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 25.00	$ 25.00
		Alessandro Room (Half)	2 Hours	Long Term Rental 2-12 months	Per Hour	$ 20.00	$ 20.00
		Alessandro Room (Full)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 50.00	$ 50.00
		Alessandro Room (Half)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 25.00	$ 25.00
		Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	$ 25.00	$ 25.00
		Dance Studio	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 30.00	$ 30.00
		Dance Studio	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 45.00	$ 45.00
		Entire Gymnasium	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 50.00	$ 50.00
		Half Gymnasium	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 25.00	$ 25.00

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Section 7 - Parks and Community Services

Conference and Recreation Center (Cont.)

User Group	Classification	Room	Minimum Time	Comments	Unit	Current Fee	Proposed Fee
		Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	$ 40.00	$ 40.00
						Service/Facility fees may apply	Service/Facility fees may apply
Group 4	Non-Resident and non-resident non-profit agencies. Proof of non-profit status may be required. Commercial use.	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 200.00	$ 200.00
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 250.00	$ 250.00
		Grand Valley Ballroom with small patio	2 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	$ 350.00	$ 350.00
		Grand Valley Ballroom with small patio	3 Hours	Saturday	Per Hour	$ 400.00	$ 400.00
		Grand Valley Ballroom with small patio - Long Term Rental (2 to 12 months)	3 Hours	Saturday	Per Hour	$ 160.00	$ 160.00
		Grand Valley Ballroom with large patio	3 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	$ 350.00	$ 350.00
		Grand Valley Ballroom with large patio	3 Hours	Saturday	Per Hour	$ 400.00	$ 400.00
		Alessandro Room (Full)	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 75.00	$ 75.00
		Alessandro Room (Half)	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 40.00	$ 40.00
		Alessandro Room (Half)	2 Hours	Long Term Rental 2-12 months	Per Hour	$ 20.00	$ 20.00
		Alessandro Room (Full)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 75.00	$ 75.00
		Alessandro Room (Half)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 40.00	$ 40.00
		Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	$ 40.00	$ 40.00
		Dance Studio	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 75.00	$ 75.00
		Dance Studio	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 110.00	$ 110.00
		Entire Gymnasium	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 100.00	$ 100.00
		Half Gymnasium	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 50.00	$ 50.00
		Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	$ 40.00	$ 40.00
						Service/Facility fees may apply	Service/Facility fees may apply

Service/Facility		Unit	Current Fee	Proposed Fee
Grand Valley Ballroom Refundable Security Deposit for Groups 3 and 4			$200.00 - $750.00	$200.00-$750.00
Grand Valley Ballroom Refundable Security Deposit for Group 2 (Dependent on Event Liability)			$ -	$ -
Alessandro Room Refundable Security Deposit			$ 100.00	$ 100.00
Frank E. Brown Room Refundable Security Deposit			$ 100.00	$ 100.00
Dance Studio Refundable Security Deposit			$250.00 - $500.00	$250.00 - $500.00
Gymnasium Refundable Security Deposit			$250.00 - $500.00	$250.00 - $500.00
Grand Valley Ballroom Set-up Time and Tear Down of Event Minimum of one hour prior and one hour following event. Maximum of two hours.		Per Hour	$ 31.00	$ 31.00
Alessandro Room Set-up Time and Tear Down of Event Minimum of one hour prior and one hour following event. Maximum of two hours.		Per Hour	$ 25.00	$ 25.00
Scoreboard and Controller		Per Day	$ 20.00	$ 20.00
Extended Facility Use	Entire Gymnasium	Per Hour	$ 100.00	$ 100.00
	Half Gymnasium	Per Hour	$ 50.00	$ 50.00
	Grand Valley Ballroom	Per Hour	$ 450.00	$ 450.00
False Alarm - Fire		Per Alarm	$ 200.00	$ 200.00
False Alarm - Police		Per Alarm	$ 28.00	$ 28.00
Cleaning Fee			$200.00 - $230.00	$200.00 - $230.00
Unscheduled Program Use		Per Hour	$ 100.00	$ 100.00
Insurance			Cost Recovery	Cost Recovery
Decorating		Per Hour	$ 31.00	$ 31.00
Audio Visual Technician		Per Hour	$35.00 - $45.00	$35.00 - $45.00
Staff Time		Per Hour	$20.00 - $30.00	$20.00 - $30.00
Staff Overtime (per hour)			Cost Recovery	Cost Recovery
Security Services		Per Hour/Per Guard	$20.00 - $25.00	$20.00 - $25.00

MV00210311

Section 7 - Parks and Community Services

Conference and Recreation Center (Cont.)

Equipment Rental	Current Fee	Proposed Fee
TV/VCR/DVD	$25	$25
Coffee Pot (12 cup)	$6	$6
Coffee Pot (55 cup)	$20	$20
Coffee Pot (100 cup)	$40	$40
Linen Rental	$5	$5
AV Projector	$25	$25
Overhead Projector	$20	$20
Microphone (cordless)	$25	$25
Deluxe Sound System (small system available at no charge)	$100	$100
Dance Floor - 500 sq.ft. thru 1000 sq. ft. (includes set-up)	$200	$200
Easel	$10	$10
Flags	No charge	No charge
Gymnasium Floor Covering	$1,300	$1,300
Platform Lights	$100.00 - $200.00	$100.00 - $200.00
Portable Bar	$50	$50
Projection Screen	No charge	No charge
Podium with microphone	No charge	No charge

* Tables and chairs are included in the room rental fee.
* Linens, cutlery, decorations, and patio furniture are not included with the room rental fee.
* Replacement fee will be assessed if equipment is damaged or destroyed.
* Rental equipment fees are subject to change without notice.
* Fees are subject to cost recovery charges.

RECIPROCAL ARRANGEMENTS

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MV00210312

Section 7 - Parks and Community Services

Mobile Stage Unit

Categories	Mandatory Staff Fee: Stage Unit with Platforms (3 staff)	Mandatory Staff Fee: (2 staff)	Refundable Cleaning Deposit	Unit	Current Fee	Proposed Fee
Category I	Cost Recovery	Cost Recovery				
			No Charge		No Charge	No Charge
Category II						
Within Moreno Valley City Boundaries	Cost Recovery	Cost Recovery	$ 100.00	Per Day	$ 135.00	$ 135.00
Boundaries Outside of Moreno Valley	Cost Recovery	Cost Recovery	$ 100.00	Per Day	$ 575.00	$ 575.00
Category III						
	Cost Recovery	Cost Recovery	$ 100.00	Per Day	$ 125.00	$ 125.00
Category IV						
	Cost Recovery	Cost Recovery	$ 100.00	Per Day	$ 335.00	$ 335.00
Category V						
Within boundaries of Moreno Valley	Cost Recovery	Cost Recovery	$ 100.00	Per Day	$ 560.00	$ 560.00
Outside of boundaries of Moreno Valley	Cost Recovery	Cost Recovery	$ 100.00	Per Day	$ 600.00	$ 600.00

CATEGORY DEFINITIONS	
Category I:	Parks and Community Services Department, City sponsored and/or city co-sponsored events.
Category II:	Other governmental agencies (city, county, federal or state) and educational institutions (school districts).
Category III:	A Moreno Valley based non-profit service organization that holds monthly meetings within the City of Moreno Valley's city boundaries. Organization must have a City of Moreno Valley mailing address. Organization's primary purpose must be charity, youth development, cultural enrichment, or civic improvement; and must show proof of non-profit status (Section 501(c)(3) and 501(c)(4) of Internal Revenue Code). Organization must show a viable organizational structure including with the application a listing of board officers' names, addresses and telephone numbers.
Category IV:	Moreno Valley businesses located within the City of Moreno Valley's city boundaries.
Category V:	Non-Moreno Valley based businesses and non-profit organizations.

MOBILE STAGE UNIT MISCELLANEOUS INFORMATION

DIMENSIONS Stage When Extended	
Interior Length	36'
Interior Depth	13', 6"
Body of Mobile Stage Unit	
Width	8 feet
Length	40', 45' hitch
Height of Back Wall	92" or 7'-8'
Platforms	
Extra Stage - Total of 9 Each	4' X 8'

AMENITIES INCLUDED IN MOBILE STAGE UNIT COST

Skirting around mobile stage unit

Generator

OPTIONAL AMENITIES

Sound System available at an additional cost of $50.00 per day plus $100.00 refundable security / deposit.

Sound System include Amplifier - Includes 8 Channels

Two (2) Large speakers with stands

Two (2) microphones with stands

Tape deck

MV00210313

Section 7 - Parks and Community Services

Equestrian Center

User Group	Classification		Current Fee		Proposed Fee
Group 1	City sponsored/conducted events, non-profit organizations, governmental agencies (Federal, State, County) and Educational Institutions with reciprocal arrangements (defined below).		$ 0	*	$ 0
Group 2	City of Moreno Valley resident (proof of residency may be required), resident non-profit organization (proof of residency may be required), governmental agencies (Federal, State, County) and Education Institutions.		$ 100.00	*	$ 100.00
Group 3	Moreno Valley commercial groups - social activities.	Per Day	$ 125.00	*	$ 125.00
Group 4	Non-Resident, non-profit, (proof of non-profit status may be required).	Per Day	$ 125.00	*	$ 125.00
Group 5	Resident, commercial use for profit.	Per Day	$ 125.00	*	$ 125.00
Group 6	Non-Resident, commercial use for profit.	Per Day	$ 125.00	*	$ 125.00

*Service/Facility Use Fees may apply

SERVICE / FACILITY USE FEES

Service / Facility	Current Fee	Proposed Fee
Refundable Security Deposit	$ 300.00	$ 300.00
Tractoring Fee (if applicable), each	$ 100.00	$ 100.00
Standby Tractoring Fee	$ 50.00	$ 50.00
Water Key Deposit	$ 25.00	$ 25.00
Lighting	$ 15.00	
Cancellation	$ 25.00	$ 25.00
Staff Overtime (per hour)	Cost Recovery	Cost Recovery

RECIPROCAL ARRANGEMENTS

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Cottonwood Banquet Room

Room	Classification		Current Fee		Proposed Fee	
Banquet Room	Friday through Saturday (Minimum Time 4 hours)	per Hour	$ 0	*	$ [illegible]	NEW
Banquet Room	Monday through Thursday (Minimum Time 2 hours)	Per Hour	$ 0	*	$ [illegible]	NEW

*Service/Facility Use Fees may apply

SERVICE / FACILITY USE FEES

Service / Facility		Current Fee	Proposed Fee	
Refundable Cleaning/Security Deposit		$ -	$ [illegible]	NEW
Setup/Reset Charge	per Hour	$ -	$ [illegible]	NEW
Cleaning		$ -	Cost Recovery	NEW
Decorating	per Hour	$ -	$ [illegible]	NEW
Staff Charge	per Hour	$ -	$ [illegible]	NEW
Other Security Services	per Hour	$ -	$ [illegible]	NEW
Unscheduled Program Use	per Hour	$ -	$ [illegible]	NEW
Cancellation Fee	per Hour	$ -	$ [illegible]	NEW

MV00210314

Section 8 - Police

	Unit	Current Fee		Proposed Fee	Comments on Proposed Changes to Fees
ABC Letter (Alcohol Beverage Control Letter)	Each	$ 20.00		$ 20.00	
Administrative Citations					
1st Offense		$ 100.00	MC 1.01.230	$ 100.00	
2nd Offense		$ 200.00	MC 1.01.230	$ 200.00	
3rd Offense		$ 500.00	MC 1.01.230	$ 500.00	
Bingo Permit	Annual	$ 50.00	Fee set by PC 326.5/Ord 611 11.50.050	$ 50.00	
Certification of Police Records	Each	$ 5.00		$ 5.00	
Clearance Letter	Each	$ 10.00	GC6253(b)	$ 10.00	
Citation Sign-off for Non-Resident	Each	$ 15.00	GC26746.1	$ 15.00	
Concealed Weapons Permit	Processed by the Riverside County Sheriff's Department				
Explosive Permit (fingerprinting)	See Fingerprinting: Live Scan				
False Alarm Response					
Burglary	per Occurrence	$ 31.00		$ 32.00	
Robbery	per Occurrence	$ 123.00		$ 125.00	
Fingerprinting (Live Scan)					
Processing through DOJ and FBI	per Set	$ 49.00	Fee set by DOJ and FBI	$ 49.00	
Processing through DOJ	per Set	$ 32.00	Fee set by DOJ	$ 32.00	
Processing fee	per Set	$ 10.00	PC 13300(e)	$ 10.00	
Juvenile Daytime Curfew Ordinance Police Service Fee (plus fine amount)		$ 30.00	MC 11.05.080	$ 30.00	
Photographs					
Photographs: Traffic Collisions (3"x5" or 8"x10")*	Each	$ 22.00		$ 22.00	
Color Copy of Digital Photo	Each	$ 5.00		$ 5.00	
Mug Shot/Booking Photo	Each	$ 5.00		$ 5.00	

MV00210315

Section 8 - Police

	Unit	Current Fee		Proposed Fee	Comments on Proposed Changes to Fees
Police Services at Public Event					
Police Sergeant	per Hour	$ 95.37	Fully burdened City cost per contract	$ 99.46	Fully burdened City cost per contract
Police Officer	per Hour	$ 70.67	Fully burdened City cost per contract	$ 71.11	Fully burdened City cost per contract
Community Services Officer	per Hour	$ 48.35	Fully burdened City cost per contract	$ 48.63	Fully burdened City cost per contract
Reports					
Collision and Crime	up to 10 pages	$ 5.00		$ 5.00	
	each additional page	$ 0.20		$ 0.20	
Repossession Fee		$ 15.00	Fee set by GC26751 & GC41612	$ 15.00	
Second Hand Dealers License					
State Initial License		$ 195.00	Bus & Prof Code 21641	$ 500.00	BASED ON BUS & PROF CODE
Renewal		$ 12.00	Bus & Prof Code 21642	$ 300.00	BASED ON BUS & PROF CODE
Fingerprinting (Live Scan)		$ 32.00	Fee set by DOJ	$ 32.00	
Live Scan processing fee		$ 10.00	PC 13300(e)	$ 10.00	
Security Clearance Information Act (SCIA) - Local Records Check		$ 5.00	Federal Statute Title 5 Chapter 91 Section 9101	$ 5.00	
Taxicab					
Application Processing	Annual	$ 156.00		$ 159.00	
Taxicab Driver Permit	Annual / per Driver	$ 11.00		$ 11.00	
Taxicab Permit	Annual / per Taxicab	$ 11.00		$ 11.00	
Fingerprinting/Background Check		See Fingerprinting: Live Scan			
Tow Truck					
Driver Fee	Annual	$ 25.00		$ 26.00	
Fingerprinting/Background Check		See Fingerprinting: Live Scan			
Vehicle Release		$ 120.00		$ 120.00	
Massage					
Appeal Fee (Operator and technician)		$ 143.00		$ 146.00	
Application Fee and Renewal		$ 13.00		$ 13.00	
Inspection Fee		$ 139.00		$ 142.00	
Background Check, Fingerprinting and photo					
Initial		$ 172.00		$ 175.00	
Renewal		$ 69.00		$ 70.00	
Testing Fee (Operator and technician)		$ 96.00		$ 98.00	

MV00210316

Section 9 - Public Works

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Administration				
Plans and Specification Fee (non-refundable)		Actual cost ($10 min)	Actual cost ($10 min)	
Copy of Capital Improvement Plan	Each	Actual City Cost	Actual City Cost	

MV00210317

Section 9 - Public Works

Electric Utility

	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
PLAN CHECKING AND INSPECTION/TESTING FEES			
Upon submittal of improvement plan(s) for a project's electrical distribution system, line extension facilities and/or structures for plan review, the submittal shall be accompanied with a deposit of an amount equal to 3.25% of the engineer's estimated construction costs for improvements. Prior to second submittal of improvement plans, the City Engineer will approve a final cost for improvements and a plan review fee will be established. From this final fee, the deposit will be deducted. This fee shall be paid prior to the second submittal of the improvement plan(s).			
Improvement Plans (Total cost of construction)			
Off-Site & On-Site 1-3 submittals			
First $20,000	4.00%	4.00%	
Next $80,000	3.50%	3.50%	
Over $100,000	3.25%	3.25%	
4th and subsequent submittals per sheet	$248/sheet or as directed by City Engineer	$248/sheet or as directed by City Engineer	
Revisions (Improvement Plans)			
Minor per sheet	$ 261.00	$ 261.00	
Major per sheet (minimum fee)	$ 269.00	$ 269.00	
Inspection and Testing (Total cost of construction)			
Off-Site & On-Site			
First $20,000	4.00%	4.00%	
Next $80,000	3.50%	3.50%	
Over $100,000	3.25%	3.25%	
RATE SCHEDULE & CHART OF CHARGES AND FEES			
The chart of Moreno Valley Electric Utility charges and fees are located in the *City of Moreno Valley Electric Service Rules, Fees and Charges* document. Moreno Valley Electric Utility rates are located in the *Moreno Valley Electric Rates* document. Both documents are approved by the City Council under separate consideration and are available online at http://www.moval.org/resident_services/utilities/rate-tariff.shtml or from the MVU Office.			

Section 9 - Public Works

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Maintenance and Operations				
Private Residence Tree Removal (Service not available on request; service will only be performed when required as determined by Public Works, Maintenance and Operations Division)	Each	$ 280.00	$ 286.00	
Solid Waste				
Self Haul Permit (Solid Waste)	Each	$ 41.00	$ 42.00	
Confiscation of Bin				
(1.5 yard - 6 yard)				
Hauling & Disposal	per Bin	$ -	$ 98.00	NEW
Storage	per Bin	$ -	$ 25.00	NEW
(10 yard - 40 yard)				
Hauling & Disposal	per Bin	$ -	$ 458.00	NEW
Storage	per Bin	$ -	$ 75.00	NEW

MV00210319

Section 9 - Public Works

Transportation Engineering

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Permit Parking Program						
Application Fee	Each	$ 93.00		$ 95.00		
Special Traffic Count						
Daily Directional	per Count	$ 141.00		$ 144.00		
Daily Non-Directional	per Count	$ 70.00		$ 71.00		
Peak Hour Intersectional	per Count	$ 49.00		$ 50.00		
Speed Study						
Radar		$ 53.00		$ 54.00		
Speed Profile (2 tubes, 1 machine)		$ 197.00		$ 201.00		
Special Traffic Curb Painting	Deposit	$ 178.00	Actual charge is "fully burdened" rate charge	$ 178.00	Actual charge is "fully burdened" rate charge	
Signs						
Miscellaneous Traffic Control Signs (Stop, Yield, Bus Stop, etc)	Each	$ 280.00		$ 286.00		
Neighborhood Watch Signs (Installed)	Each	$ 13.00		$ 13.00		
				$ -		
Street Name Sign	Each	$ 421.00		$ 429.00		

MV00210320

Section 9 - Public Works

Transportation Engineering

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Signal Construction Inspection and Turn-on				
<= $100,000 of Engineer's estimate		4.00%	4.00%	
$100,001-$250,000 of Engineer's estimate		3.00%	3.00%	
> $250,000 of Engineer's estimate		2.50%	2.50%	
Controller Testing		$ 2,005.00	$ 2,045.00	
Signing and Striping Plan Review (1-3 submittals)	Per Sheet	$ 364.00	$ 371.00	
4th and subsequent submittals	Per Sheet	$ 213.00	$ 217.00	
Temporary Parking Permit				
Type I		$ 141.00	$ 144.00	
(Allow temporary parking on a restricted street section with curb lane width of less than 18 ft)				
Type II		$ 70.00	$ 71.00	
(Allow temporary parking on a restricted street section with curb lane width of 18 ft or more)				
Traffic Impact Analysis				
Minor	Each	$ 1,177.00	$ 1,201.00	
Major	Each	$ 3,118.00	$ 3,180.00	
Traffic Control Plan Review (1-3 submittals)	per Sheet	$ 364.00	$ 371.00	
4th and subsequent submittals	Per Sheet	$ 213.00	$ 217.00	

MV00210321

Section 10 - Miscellaneous Fees and Charges

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Council Chamber Room Rental	per Day	$ 132.00	$ 132.00	
Neighborhood Preservation Revitalization Program Housing Inspection Minimum Permit Fees (all types of permits)	Each	$1,526.00	$ 1,557.00	
Housing Assistance Financial Analysis Charge		City Cost	City Cost	
Mileage for City employee appearances	per Mile	IRS allowable rate	IRS allowable rate	
Motion Picture Permit	Each	$ 393.00	$ 393.00	
Copies *				
Black & White	per Page	$ 0.20	$ 0.20	
Color	per Page	$ 0.75	$ 0.75	

* All government agencies and their official representatives shall be exempt from paying these charges for single copies for official use.

Copies and Research in response to subpoena	per Occurrence	City cost as provided for in California Evidence Code Section 1563	

Copies of maps, documents, graphs or special work may be furnished upon the payment of the cost of printing and preparation. For such items for which a regular established price is unavailable, the Department Head, in collaboration with the Financial & Administrative Services Director, may establish a price consistent with the cost of printing and preparation thereof. The Financial & Administrative Services Director shall report such exceptions to the City Manager. It shall be the responsibility of the City Manager to review such costs annually and make such recommendations to the City Council as required to keep charges consistent with actual costs.

The City Council may waive processing or appeal fees for any private or public agency on a case-by-case basis. In the case of an appeal by a public agency or school district, no fee shall be charged until the City Council considers the appeal matter itself and renders a decision on the waiver of the fee after the entire appeal matter has been heard.

Note: Projects equal to or in excess of $50,000,000 in total value will qualify to be considered for inclusion in the City's pilot program utilizing Time-and-Material charging/billing methodology for Development Services activities; this program encompasses all Departments and all fees for projects in the program. For more information on this pilot program please contact the City Manager's Office.

Land Development Division Deposits will be valued at one-quarter of the fee that would typically be charged for plan check or inspection services.

MV00210322

Section 11 - Penalties and Delinquent Fee Schedule for Parking Violations

M.V.M.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
12.12.130	Parked in violation of designated curb color	$ 28.50	$ 12.50	$ 41.00	$ 69.50	$ 12.50	$ 82.00
12.12.130	No standing/stopping/parking anytime (posted)	$ 28.50	$ 12.50	$ 41.00	$ 69.50	$ 12.50	$ 82.00
12.12.130	Posted time 6 p.m. to 6 a.m. (commercial vehicle)	$ 28.50	$ 12.50	$ 41.00	$ 69.50	$ 12.50	$ 82.00
12.38.040	Vehicle parked on street in excess of 72 hours	$ 28.50	$ 12.50	$ 41.00	$ 69.50	$ 12.50	$ 82.00
12.42	No parking (street sweeping)	$ 45.00	$ 12.50	$ 57.50	$ 102.50	$ 12.50	$ 115.00
6.04.040.D2	Parking on unimproved surface	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
11.24.200	Inoperative vehicle in view in excess of 72 hours	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00

M.V.M.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
12.38.020A	It is unlawful to park or leave standing any of the following:						
12.383020A1	Any vehicle or trailer which is used to transport animals or which harbors vermin or pestilence or which emits noxious or nuisance odors on any highway, street, road alley or on any public or private property within the city.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020A2	Any vehicle or trailer which contains any hazardous substances as defined in section 2452 of the California Vehicle Code on any highway, street, road, alley or on any public or private property within the city.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020A3	Any trailer, utility trailer, boat trailer, boat, camper, camper shell, camp trailer, trailer coach or semi-trailer that is non-self propelled, non-motorized or not capable of movement under its own power and which is unattached to a vehicle on any highway, street, road or alley within the city.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020A4	Any vehicle on any highway, street, road or alley within the city for the purpose of servicing or repairing such vehicle except when necessitated by an emergency.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00

Section 11 - Penalties and Delinquent Fee Schedule for Parking Violations

M.V.M.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
12.38.020B	It is unlawful to park or leave standing any commercial vehicle, truck, trailer or semi-trailer having a manufacturer's gross vehicle weight rating (Vehicle Code Section 390) of ten thousand (10,000) pounds or more as described in the following:						
12.38.020B1	On any highway, street, road, alley or private property within the residential district within the city.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B2	On any vacant or unimproved non-residential property in the city.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B3	On any residential property so that any part of such vehicle is within one hundred (100) feet of any human dwelling.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B4	Within one hundred fifty (150) feet of any driveway opening.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B5	Within any commercially zoned property for the purpose other than doing business at the site, or for the purpose not related to such business operation, or remaining parked or standing for longer than reasonably appropriate to do such business or acts related to such business operations.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B6	On any residential property so that any part of such vehicle is within fifteen (15) feet of the property line, a public sidewalk or a public or private roadway edge.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B7	On any alley within the city.	$ 73.50	$ 12.50	$ 86.00	$ 156.50	$ 12.50	$ 172.00
12.38.020B7	On any highway, street or road which is adjacent to a parcel upon which there exists a public facility. Within the meaning of this subsection, "public facility" includes, but is not limited to, parks, schools and civic buildings.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B9	Any unattached semi-trailer on a public highway, street, road or alley within the city.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020C	While adjacent to a developed residential area within the city, the operator shall not idle the vehicle's engine for longer than fifteen (15) minutes.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00

MV00210324

Section 11 - Penalties and Delinquent Fee Schedule for Parking Violations

C.V.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
5204	Improper display of tabs	$ 45.00	$ 12.50	$ 57.50	NA	NA	NA
	Improper display of tabs with correction	$ 5.00	$ 5.00	$ 10.00	NA	NA	NA
21113(a)	Unauthorized parking upon public grounds	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
21211(a)	Stopping in bicycle lane	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(a)	Parking unlawfully, within intersection	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(b)	Parking unlawfully, on crosswalk	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(c)	Parking unlawfully, adjacent to safety zone	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(d)	Parking unlawfully, within 15 feet of fire station driveway	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(e)	Parking unlawfully, blocking any driveway	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(f)	Parking unlawfully, on a sidewalk	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(g)	Parking unlawfully, blocking excavation	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(h)	Parking unlawfully, double parking	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(i)	Parking unlawfully, in posted bus loading zone	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(k)	Parking on a bridge, unless otherwise permitted or authorized	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(l)	Parking unlawfully, blocking sidewalk wheelchair access	$ 420.00	$ 12.50	$ 432.50	NA	NA	NA
22500.1	Parking unlawfully, in posted fire area	$ 50.00	$ 12.50	$ 62.50	$ 112.50	$ 12.50	$ 125.00
22502(a)	Vehicle parked with right wheels in excess of 18" from right hand curb (exception: Motorcycles shall be parked with at least one wheel touching the right hand curb).	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22507.8(a)	Parking in space designated for disabled	$ 420.00	$ 12.50	$ 432.50	NA	NA	NA
22507.8(b)	Obstruct or block disabled parking space	$ 420.00	$ 12.50	$ 432.50	NA	NA	NA
22507.8(c)	Parking in cross-hatch area designated for disabled	$ 420.00	$ 12.50	$ 432.50	NA	NA	NA
22514	Parking within 15 feet of fire hydrant	$ 50.00	$ 12.50	$ 62.50	$ 112.50	$ 12.50	$ 125.00
22515(b)	Unattended vehicle wheels not blocked, and/or parking brake not	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22522	Parking within 3 feet of a sidewalk access ramp	$ 420.00	$ 12.50	$ 432.50	NA	NA	NA
22658	Unauthorized parking	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
40226	Failure to display handicapped placard	$ 20.00	$ 12.50	$ 32.50	NA	NA	NA
	Other	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00

MORENO VALLEY
WHERE DREAMS SOAR

CITY OF MORENO VALLEY

Annual Fee Schedule Update

July 9, 2013

MV00210326

Background

- The Fee Schedule is based on the recovery of the estimated reasonable cost to provide a service as established by the California Government Code
- Last comprehensive fee study was done in FY 2005
- Anticipate conducting a new fee/cost study during FY 2014

MV00210327

General Considerations

- An inflation factor of 2% has been applied to most fees to reflect the average rate of change in the CPI (Los Angeles-Riverside-Orange County)
- The inflation factor has not been applied to Deposit based fees which generally reflect time & material based charges
- Other increases or decreases in fees or the addition or deletion of fees can be recommended by departments

MV00210328

Administrative Services
Animal Services

- Dog adoption fees were not increased. Council can reduce fees over the course of the year.

MV00210329

Community and Economic Development
Building & Safety Division

- Fees increased to match fully burdened rate
  - Demand Letter
  - Updated Demand Letter
  - Replacement Lien Release
- New fees requested
  - Replacement Job Card
  - Transfer of Issued Permit to New Applicant with Job Card
  - Special Inspector Registration
  - Address Assignment
  - Alternate Means, Methods or Materials Review

MV00210330

Community and Economic Development
Building & Safety Division

- New fees requested (continued)
  - Counter Plan Checks/Site Approval
  - Plan Check (Accessibility, Green or Energy Code)
  - Plan Check Solar SV System
  - Plan Check/Permit Extension
  - Revision of Approved Plans
  - Inspections (Accessibility, Green or Energy Code)
  - Training Surcharge (AB717)
  - Document Archive
  - Technology Maintenance Fee

MV00210331

Community and Economic Development
Land Development Division

- Fees consolidated to include review processes performed by Planning
  - Lot Line Adjustment
  - Certificate of Parcel Merger
  - Certificate of Compliance
  - Conditional Certificate of Compliance
  - Parcel Map Residential & Commercial
  - Amended Parcel Map Residential & Commercial
  - Amended Tract Map
  - 4th and Subsequent Reviews
  - Subdivisions & Custom Homes

MV00210332

Community and Economic Development
Land Development Division

- Fees consolidated to include review processes performed by Planning (continued)
  - Tract Map & Non-Subdivisions
  - Revisions (Mass/Rough Grading Plans)
  - Stockpile/Borrow Site Plans
  - Revisions (Stockpile/Borrow)
  - Precise Grading Plan Check Parcel Maps
  - Precise Grading Plan Check Tract Maps
  - Precise Grading Plan Non-Subdivisions
  - Precise Grading Plan Revisions (Precise Grading Plans)

MV00210333

Community and Economic Development
Land Development Division

- New fees requested
  - NPDES Invoice Processing Fees
  - Construction Inspection
  - Business Inspection
- Advanced Energy categories have been expanded to better represent potential future street lighting installations

MV00210334

Community and Economic Development Planning Division

- Increased "Fully Burdened Hourly Rate" to reflect current cost levels
- Fees recalculated to reflect review processes performed by the Building & Safety and Special Districts Divisions
  - Conditional Use Permit
  - Conditional Use Permit Amended CUP/Substantial Conformance
  - Custom Home Review
  - Environmental Review-Expanded Initial Study /Expanded Project Review

MV00210335

Community and Economic Development Planning Division

- Fees recalculated to reflect review processes performed by the Building & Safety and Special Districts Divisions (continued)
  - Plot Plan
    - With Hearing
    - Without Hearing (notice)
    - Without Hearing (no notice)
    - Amended Plot Plan/Substantial Conformance
  - Temporary Use Permits
- New fee requested for Development Impact Fee (DIF) Processing

MV00210336

Financial & Management Services
Special Districts

- Added a notation that Mail Ballot/Special Election Fees will include any associated 3rd party costs

MV00210337

Fire

- New fees requested:
  - Plan Check & Inspection Fees for:
    - Alarm (Fire) Monitoring
    - Photovoltaic Systems
    - Hazardous Materials
    - Welding & Cutting
  - Multi-Family Residential Housing Fire Inspection

MV00210338

Parks & Community Services

- New fees requested
  - Athletic Field Lighting-Adult Groups at Moreno Valley Community Park
  - Over 4 Hour Play-Field Preparation-Weekends
  - Golf Course
    - Twilight Rate (after 2 P.M.)
      - Adult
      - Senior (55 & Over)
      - Students under 18
  - Students under 18 (Weekends, Holiday, Tournament)
  - Replay for Additional 9 Holes
  - Punch Cards for Adults, Seniors & Students
  - Facility Rental Fee for the Cottonwood Banquet Room

MV00210339

Parks & Community Services

- Fees to be deleted
  - Golf Course
    - Locker Rentals
    - Youth After School Cards
    - Monthly Cards: Family of 4

MV00210340

Police

- Fees revised to reflect current contract rates
  - Police Services at Public Events
    - Police Sergeant
    - Police Officer
    - Community Services Officer
- Fees revised to reflect the Business & Professions Code
  - Second Hand Dealers License-State (Initial & Renewal)

MV00210341

Public Works Maintenance & Operations

- Public Works Department, Maintenance & Operations Division, Solid Waste & Recycling Program is proposing an ordinance to institute illegal hauling prohibitions which will result in the need for additional fees to be included in the FY13/14 Fee Schedule. The following fees are related to the costs for the City's franchise waste hauler to haul and store illegal bins for a maximum of 30 days:
  - Confiscation of Bins
    - Hauling & Disposition
    - Storage

MV00210342

Implementation Schedule

- Non-Development Fees effective Monday July 15, 2013
- Development related fees effective Monday September 9, 2013

  - Development fees are those fees associated with Planning, Building & Safety, Land Development, Special Districts and Fire

  - This will accommodate the 60 day waiting period required by Government Code Section 660016-17 for development related fees

MV00210343

MORENO VALLEY
WHERE DREAMS SOAR

CITY OF MORENO VALLEY

Annual Fee Schedule Update

Questions

MV00210344

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E. Public Works Director/City Engineer

AGENDA DATE: July 9, 2013

TITLE: AUTHORIZATION TO AWARD CONTRACT TO ALL CITY MANAGEMENT SERVICES FOR THE ADMINISTRATION OF THE CROSSING GUARD PROGRAM

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Authorize the Award of a Crossing Guard Services Contract to All City Management Services to provide adult crossing guard services within the City commencing with the start of the 2013/2014 school year in mid-August.

2. Authorize the City Manager to execute an agreement with All City Management Services.

3. Authorize the issuance of a Purchase Order to All City Management Services in the amount of $440,972 for the first year of the agreement and subsequent purchase orders as necessary to fund the four subsequent years of services in accordance with the terms of the agreement.

4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with All City Management Services, if needed, subject to the approval of the City Attorney.

BACKGROUND

As part of City Council identified potential deficit reduction strategies, staff issued a Request for Proposal (RFP) for crossing guard services in June, 2012. All proposals were required to be submitted to the City no later than June 28, 2012. In response to the City's RFP, proposals were received from the following companies (presented in alphabetical order):

1. All City Management Services
2. American Guard Services
3. Commonwealth Integrated Security
4. General Security Service

An internal review team consisting of Public Works staff reviewed the proposals. The proposals were evaluated on multiple criteria utilizing a point system. The criteria included:

- Compliance with the Proposal Format and Clarity of the Proposal
- Proposer's qualifications and similar project management experience
- Key project personnel qualifications and experiences
- Schedule of Implementation, Training, and Staffing
- References

The review team unanimously ranked All City Management Services as the best-qualified firm. All City Management Services currently employs over 2,900 crossing guards and provides service to over 135 local agencies including Anaheim, Bellflower, Bell Gardens, Brea, Dana Point, Downey, and Fontana.

On July 10, 2012 the City Council considered an action to award a contract for crossing guard services to All City Management Services. After discussing the item, the City Council continued the action to contract for the Crossing Guard Services and directed staff to bring the item back to a future Study Session.

On May 21, 2013, staff brought the item to a regularly scheduled Study Session to provide additional information and answer questions. At the conclusion of the item, staff was directed to bring additional information and answer questions in meetings with individual Council Members. These meetings were conducted and requested information has been provided. The action is now being brought forth again for City Council consideration.

DISCUSSION

The City of Moreno Valley has provided adult school crossing guards, supervised by the Public Works Department, since the 1980's to serve the 28 Elementary schools within the Moreno Valley and Val Verde Unified School Districts. The current program employs 33 regular crossing guards, 10 alternate crossing guards, one crossing guard supervisor, and one assistant crossing guard supervisor. The City provides approximately 33,350 hours of crossing guard services for a typical school year.

The costs of providing the guards in the Moreno Valley Unified School District are borne entirely by City funding. In the Val Verde School District, the costs of the guards are shared through a longstanding partial reimbursement agreement. The reimbursement amount is $48,184 on an annual basis.

Val Verde Unified School District has indicated a desire to create a uniform crossing guard program throughout their district including school sites outside of Moreno Valley. This has resulted in a commitment to take over the responsibility of the five crossing guards within the City of Moreno Valley with the costs completely borne by Val Verde School District. This modification will result in a reduction of approximately 4,485 hours of required crossing guard service provided by the City. The remaining annual contract amount required to serve the Moreno Valley Unified School District would be approximately 28,505 hours of crossing guard service.

All City Management Services is still considered the best qualified firm to provide management of the City's Crossing Guard program. All City Management Services has proposed to provide crossing guard services at a rate of $15.47 per hour for the first three years of the contract. This represents a slight decrease from their original 2012 proposal of $15.51 per hour. In the 4th year of the contract, there will be a 3% cost increase with no further cost escalation in the fifth and final year of the contract.

The hourly rate would be billed for guards manning posts; all other costs (such as equipment and supervisory personnel) are considered overhead and are thus included in the hourly rate. The proposed contractor prices for Moreno Valley are comparable to those being paid by similar agencies. All City Management Services would be responsible to administer the Crossing Guard Program in its entirety, including recruiting, hiring, and supervising the crossing guards, maintaining each assigned post, training each of the guards in accordance with State established standards, and providing daily oversight of the program to ensure the highest quality service is provided to our residents.

The recommended action will result in the layoff of the City's current crossing guard employees (33 regular / 10 alternate guards, one part-time Assistant Supervisor, and one full-time Supervisor). However, as a condition of the RFP, All City Management Services will offer employment to all qualified employees of the City's crossing guard program at their current hourly rate. If the recommendations are approved, the Financial and Management Services Department will administratively make the required funding

adjustments within the program's operating budget to defund the current positions and increase the monies available for professional services as appropriate.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This proposed action is considered to be the best value for the City and therefore staff recommends this alternative.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *Staff does not recommend this action.*

3. Provide additional direction to staff.

FISCAL IMPACT

The Crossing Guard Program is currently funded by Gas Tax (Fund 2000). Outsourcing the crossing guard services to All City Management Services, will result in a reduction of program costs of approximately $100,119 per year. This amount is based upon actual expenditures for FY 11/12 and is inclusive of expected decreases in workers' compensation / general liabilities, discontinued reimbursement from VVUSD, and continued expenditures for engineering oversight of the program. It should be noted that the savings will be reduced in FY 13/14 due to the one-time cost to pay for accrued annual leave payout for each employee laid off as a result of contracting out the program.

CITY COUNCIL GOALS

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

SUMMARY

The Public Works Department staff's evaluation concluded that contracting out the Crossing Guard Program is in the best interest of the City. It allows the City to remain fiscally responsible and yet maintain a high quality crossing guard program that will continue to serve the residents of Moreno Valley.

ATTACHMENTS

Attachment 1: Agreement with All City Management Services (To be provided under separate cover)
Attachment 2: PowerPoint Presentation

Prepared By:
Eric Lewis, P.E., T.E.
City Traffic Engineer

Department Head Approval:
Ahmad R. Ansari, P.E.
Director of Public Works / City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

ATTACHMENT 1

Agreement with All City Management Services

(To be provided under separate cover)

Attachment 2

MORENO VALLEY
WHERE DREAMS SOAR

Crossing Guard Program Outsourcing

Report of the Public Works Department

City Council Regular Meeting

July 9, 2013

MV00210351

Background

- Program employs 45 crossing guards at 32 locations in the City
  - 28 locations in Moreno Valley Unified School District (MVUSD)
  - 5 locations in Val Verde Unified School District (VVUSD)
  - 10 alternate crossing guards
- 2 Career field supervisors
  - 1 full-time and 1 part-time
- Serves both MVUSD and VVUSD
- Managed by the Transportation Engineering Division (TED)

MV00210352

Employee Benefits

- **Regular Guards receive:**
  - Pro-rated CalPERS retirement
  - Pro-rated annual leave
  - Return pay
  - Holiday Pay
- **Career Field Supervisor's**
  - Crossing Guard Supervisor: full-time career benefits
  - Assistant Crossing Guard Supervisor: part-time career benefits.

MV00210353

VVUSD UPDATE

- Val Verde Unified School District recently announced beginning school year 2013-14, they will be providing their own crossing guard services.
- This would impact 5 crossing guards, currently serving their locations.
- VVUSD's decision would have occurred independent of City's outsourcing plan.

MV00210354

Background

- City Council direction: Balance the budget, be fiscally responsible, and augment street maintenance budget.
  - Crossing Guard Program identified as a potential cost saving mechanism.
  - Crossing Guard outsourcing offers the City reduced costs, potential savings, and enhance services.
  - Outsourcing concept first brought for Council's consideration back in July 2012.
    - All City Management Services (ACMS) was selected by staff.
    - Council requested additional information.
    - Item was tabled to a study session at a later date.
    - Council reviewed the item on May 21, 2013 Study Session.
    - Council was briefed on pros and cons of outsourcing the program.

MV00210355

ACMS

- ACMS is reffered to as "The" Crossing Guard Company service and is its only business.
  - Corporate Headquarters located in California.
  - Employs over 2,900 crossing guards.
  - ACMS has successfully managed over 135 crossing guard programs.
    - Immediate goal is to provide a seamless transition from public agency to ACMS.
  - 28 years of providing crossing guard service.

MV00210356

Operational Costs

- City of Moreno Valley
  - $599,512 based on FY 11-12 figures expended from Gas Tax Funding.
- Crossing Guard staff salaries with benefits:
  - Crossing Guard Supervisor- ~ $55,860
  - Assistant Crossing Guard Supervisor- ~ $49,245
  - Crossing Guard- ~$9.48 to $13.36/hr
- ACMS
  - $440,972 cost to operate program. Price is all inclusive. Includes supervision, liability, equipment, space, training, payroll functions and administrative support, etc.

MV00210357

Comparison

- Ownership and Control of Program
  - Remains under City direction
  - Policies set by and Council implemented by staff

City	ACMS
No change	No Change

MV00210358

Comparison

- Hours of service provided:
  - City: 33,350 hrs/year ACMS: No change
- Cost of Program:
  - City: $599,512 ACMS: $440,972
- Difference:

$158,540
- 48,184 VVUSD

Less approximately $10,000 for admin costs

~$100,000 program savings

MV00210359

Comparison

- **Service Enhancement:**
- **City**
  - One of many tasks handled by Public Works
  - Limited to current guards
  - Safety utmost goal
- **ACMS**
  - Flexibility, large access pool of crossing guards
  - Expertise, providing crossing guard service is all they do.
  - Enhance Safety

MV00210360

Comparison

- Staffing at 33 Existing Locations

City	ACMS
No change	No Change

- Contract requires ACMS to offer employment to existing guards
- ACMS, as a practice routinely hires existing staff

MV00210361

Status of Employees

- Employees in CalPERS would not lose any vested credit.
- Any leave annual and grandfathered sick leave would be paid-out. (~ $25,000)
- Affected employees would be laid-off from City Services.
- Employees will be given offer of employment by vendor at ***current hourly rate of pay.***

MV00210362

Summary

Outsourcing will allow the City to:

- Save ~$100,000 per year that could augment funding for street maintenance.
- Maintain and/or enhance level of service.
- Reduce City liabilities and insurance premium(s).
- Reallocation of staff's functions, space, computer equipment, storage, etc.
- Overall, maintain public safety.

- Safety
- Services

- Costs
- Liability

MV00210363

Recommendation

- Authorization to award the contract to All City Management Services.
- Authorize the City Manager to execute the agreement with All City Management Services.
- Authorize the Public Works Director/City Engineer to execute any subsequent amendments, if needed, subject to the approval of the City Attorney.

MV00210364

ORDINANCE NO. 866

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 6.02 OF CHAPTER 6 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO REFUSE COLLECTION, TRANSFER AND DISPOSAL

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1. MUNICIPAL CODE AMENDED:

Section 6.02 of Chapter 6 of Title 1 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

"6.02 REFUSE COLLECTION, TRANSFER AND DISPOSAL

6.02.010 Findings.

The city council makes the following findings:

A. Refuse collection, transfer and disposal services within the city were provided pursuant to nonexclusive permits, all of which expired by their own terms after December 31, 1985.

B. It is in the best interests of the public health, safety and welfare that refuse collection, transfer and disposal services within the city be provided either by city officers and employees directly, or by exclusive contract with a qualified provider of such services.

6.02.020 Definitions.

For the purpose of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

"Bins" means those containers provided by the city's franchise hauler for commercial, industrial, construction and multifamily residential uses. Bins are of two types: (i) bins (usually three cubic yards in size) which are picked up by refuse trucks by means of front loading apparatus; and (ii) roll-off bins (usually forty (40) cubic yards in size) which are picked up by trucks using rear loading winches onto rails.

"Bulky Waste" means discarded furniture (including chairs, sofas, and mattresses; rugs); appliances (including refrigerators with freon, ranges, washers, dryers, water heaters, dishwashers, air conditioner units with CFCs, televisions, electronic appliances, small household appliances and other similar items commonly

known as “white goods”), waste tires, and oversized yard waste such as tree trunks and large branches if no larger than two feet (2) in diameter and four feet (4) in length and similar large items discarded from residential service recipients; “Bulky waste” does not include large items such as car bodies, camper shells, mobile homes, trailers, Jacuzzi tubs or spas, or any other item that cannot be safely lifted and collected by one person. In addition, bulky waste do not include any hazardous waste, special waste, or any other item or items that in the future may be banned by regulation.

“City” means the city of Moreno Valley.

“City manager” means the city manager of the city or his duly authorized representative.

“Collector” means, depending upon the context in which used, either the city or a contractor.

“Construction material” means discarded material from the construction or destruction of buildings, roads and bridges, to include concrete, rocks, asphalt, plasterboard, wood, and other related construction material.

“Contractor” means a person, persons, firm or corporation authorized by contract with the city to provide single-family residential, multi-family residential, commercial or industrial (roll-off) refuse collection services within the city.

“Dump or dumping” means placing, depositing, discarding and/or storing of any items of solid waste, hazardous waste, green waste, garbage, special waste, medical waste, rocks, or dirt, or of any vehicles which do not have value beyond scrap value or which are inoperable and unlicensed or which are considered abandoned due to the surrounding conditions.

“Garbage” means the putrescible animal, fish, fowl, food, fruit or vegetable matter resulting from the cultivation, preparation, storage, handling, decay or consumption of such substance.

“Green waste” means all forms of biodegradable plant material which can be placed in a covered container, such as tree trimmings, grass clippings, etc. Tree stumps and logs are not to be considered green waste unless they are reduced to a chipped form; they shall be considered bulky waste. Biodegradable plant material which is mixed with other kinds of refuse shall not be considered green waste.

“Hazardous waste” means any chemical compound, mixture, substance or article which, if improperly used, handled, transplanted, processed or stored, may constitute a hazard to health or may cause damage to property and contaminate the water table by reason of being explosive, flammable, poisonous, corrosive, radioactive, or otherwise harmful to the environment.

“Medical waste” means any materials of whatever nature normally disposed of in

the course of, after, or as a result of any medical treatment or procedures or any administration of any legal or illegal drug or other substance to the body of humans or animals, including without limitation, medicines, syringes, hypodermic needles, body parts or fluids of humans or animals (and any other materials, such as bedding or clothing, containing or having been in contact with body fluids), medical implements, packaging from any such substances or materials, and other related materials, whether or not such items are the result of legal medical treatment or other legal or illegal activities.

"Place" or "premises" means every dwelling house, dwelling unit; apartment house or multiple dwelling building; trailer or mobilehome park; store; restaurant; rooming house; hotel; motel; office building; department store; manufacturing, processing, or assembling shop or plant; and every other place or premises where any person resides, or any business is carried on or conducted within the city.

"Private premises" means any privately owned real property, together with any structure thereon, whether inhabited or temporarily or continuously uninhabited or vacant, including the yard, grounds, walks, driveway, porch, steps, vestibule or entryway thereof and any off-street parking area.

"Public place" means any and all public streets, sidewalks, gutters, boulevards, alleys or other public rights-of-way and any and all public buildings, parks, squares, grounds and off-street parking areas, and all other publicly owned improved or unimproved real property.

"Recyclable Material" means a commodity which is sold for compensation (i.e. the generator receives a payment from the recycler net of any transportation or processing costs), or given away, but which is not discarded into the waste stream. A Recyclable Material which is not sold for compensation or given away, or which is discarded into the waste stream, loses its character as a Recyclable Material and becomes Recyclable Solid Waste subject to the definition in this code.

"Recyclables Container" shall mean containers provided and owned by city's franchise hauler for service recipients for the temporary accumulation of Recyclable Solid Waste.

"Recyclable Solid Waste" shall mean Solid Waste which contains Recyclables separated from the remaining Solid Waste stream in Recyclables containers. It includes all those materials to be collected under the city's existing recycling programs and shall consist of paper, cardboard, glass jars and bottles, aluminum/tin cans and PET (polyethylene terephthalate) and HDPE (high density polyethylene) plastic containers. It shall also include designation recyclable and reusable materials from demolition and construction waste as detailed in chapter 8.80.020 of the Municipal Code. Subject to City Council approval, the scope of this definition may be changed to exclude any of the materials listed above or to include other materials, provided that such changes in scope are made to account for changes in the market for recyclable materials.

"Recyclables" shall mean products or substances, including but not limited to paper, cardboard, metal, glass, plastic, or other substances capable of being re-processed, reused or resold, which have passed through their originally intended usage.

"Rubbish" means nonputrescible, useless, unused, unwanted or discarded material or debris, either combustible or noncombustible, including but not limited to, paper, cardboard, grass, tree or shrub trimmings, straw, clothing, wood or wood products, crockery, glass, rubber, metal, plastic, construction material and similar material.

"Solid waste" means and includes all putrescible and nonputrescible solid or semisolid wastes (including semiliquid or wet wastes with insufficient moisture so as not to be free flowing), garbage, rubbish, ashes, recyclable solid waste~~,~~ bulky waste, green waste, demolition and construction wastes and other discarded materials resulting from domestic, institutional, commercial, industrial, agricultural and community operations and activities. It shall not include Special Waste.

"Special waste" means and includes, but is not limited to, flammable waste, liquid waste, sewage sludge, dead animals, manure, radioactive, explosive substances, asbestos, pesticides, herbicides, fungicides, rodenticides and other hazardous materials.

"Standard container" means those containers approved by the city for normal curbside service to single unit residential premises. This includes automated containers as provided by the city's franchise hauler for collection of acceptable "solid waste", "recyclable solid waste", and "green waste". This definition expressly excludes the use of oil drums, grease barrels, plastic bags and cardboard boxes as collection containers.

6.02.030 Collection services.

A. The city shall provide for and furnish services relating to collection, transfer and disposal of solid waste within and throughout the city. Such services will be furnished either by city officers and employees directly, or by contract agent or agents of the city.

B. By appropriate resolution or contract, the city council may determine that all or part of the solid waste collection, transfer and disposal services shall be provided within the city by the city through its officers and employees or by an exclusive or nonexclusive contract with one or more qualified providers of such services. By the same resolution or contract, the city council may establish classes of recipients of such services and may mandate as to all or less than all of such classes that each member of the class shall make appropriate arrangements for regular solid waste collection services with the city or, when a contract for solid waste collection is in force, with an authorized contractor.

C. Every person having a duty, pursuant to subsection B of this section, to

make or cause to be made arrangements for regular solid waste collection services, shall be liable for payment of the appropriate service fees and charges therefor to the same extent and at the same times, irrespective of whether the person has or has not made the appropriate arrangements for collection services in compliance with such resolution or contract. Whenever the fees or charges for such services have not been paid when due, all of the persons mentioned in Section 6.02.040(B) shall be jointly and severally liable for payment thereof (together with any applicable penalties and interest) irrespective of which person may have made any existing arrangements for collection services; provided, that an occupant of only a portion of a parcel of real property or premises shall be deemed liable only for the fees or charges, or portion thereof, attributable to collection services for refuse produced or to be produced or accumulated or to be accumulated by the occupant, and also upon all portions of the property occupied by the occupant.

D. Notwithstanding the foregoing provisions of this section relating to which persons are liable for payments for refuse collection services, pursuant to Sections 5473 and 5473a of the California Health and Safety Code, the city elects to have delinquent and unpaid fees and charges collected on the tax roll in the same manner, by the same person, and at the same time as, together with and not separately from, its general taxes. Delinquent and unpaid fees or charges shall mean those fees and charges for which services have been rendered but which have not been paid for more than sixty (60) days after the billing date.

E. The procedure for collecting delinquent and unpaid fees and charges on the tax roll shall be as follows:

1. City may cause a written report to be prepared each year and filed with the clerk which shall contain a description of each parcel of real property receiving such services and facilities and the amount of the delinquent fees and charges for each parcel for the year which remain outstanding, computed in conformity with the charges prescribed by this chapter. In addition to delinquent fees and charges, the amount may also include a ten (10) percent basic penalty for nonpayment of those fees and charges and, in addition, a penalty of one and one-half percent per month for nonpayment of those fees, charges and the basic penalty.

2. On or before August 10th of each year following the final determination of the delinquent charges, the city clerk shall file with the county auditor a copy of the report prepared with a statement endorsed on the report over his or her signature that the report has been finally adopted by the city council. (Ord. 524 § 1.2, 1997; Ord. 399 § 1.1, 1993; Ord. 361 §§ 1.1, 1.2, 1992; Ord. 54 § 1.1 (part), 1986)

6.02.040 Public nuisance.

A. It is unlawful, and a public nuisance, for any person to occupy or inhabit any property within the city for which appropriate arrangements have not been made and kept in full force and effect for regular solid waste collection services, in compliance

with Section 6.02.030(A) and (B).

B. An occupant of property shall be deemed to have complied with Section 6.02.030(A) and (B) if the owner of the property has caused to be made such appropriate arrangements for collection of solid waste upon all portions of the property occupied by the occupant. An owner of property shall be deemed to have complied with Section 6.02.030(A) and (B) if an occupant or occupants has or have caused to be made such appropriate arrangements for collection of all refuse upon all portions of the property. (Ord. 54 § 1.1 (part), 1986)

6.02.050 Containers.

A. It is the duty of every person in possession, charge or control of any place within the city, in or from which solid waste accumulates or is produced, to provide, and at all times to keep in a suitable place readily accessible to the collector, containers capable of holding without spilling all solid waste which would ordinarily accumulate on the premises between the time of two successive collections. At the time of collection, no containers to be emptied shall be located inside locked gates or doors or in a fenced or enclosed area used to restrain animals.

B. Every person in charge of a residence, commercial or industrial business shall deposit or cause to be deposited all solid waste in standard containers or commercial bins as approved by the city manager and the collector. No person shall maintain or place for collection any container not in conformance with the standard container designated in this section. Residences and dwelling units who have self-haul permits must furnish their own containers and shall be responsible for their maintenance, cleanliness and replacement. No container shall be placed adjacent to a street or public right-of-way for collection service more than twelve (12) hours prior to the normal collection time and shall be removed from the street or right-of-way location within twelve (12) hours after collection.

C. All persons in possession of any place within the city shall store standard containers or commercial bins on their properties, when not placed for collection, in a manner which will be screened from public view and which will not allow such containers or bins to roll, fall or protrude onto the public streets, sidewalks or alleys of the city. Any standard container or commercial bin which partially or wholly blocks or obstructs any public street, sidewalk or alley in violation of the foregoing requirement is a nuisance abatable under Section 1.01.250 and shall also subject the person responsible therefor, whether or not the owners thereof, to punishment under Section 1.01.200 et seq., whenever the standard container or commercial bin was placed in the public street, alley or sidewalk as a result of the intent or negligence of the person charged with the violation of this section. An exemption may be allowed to the requirement that commercial recycling bins be stored in a manner which will screen them from public view. In cases where existing trash enclosures do not allow adequate space to maintain two bins or in such cases where a commercial property has no existing trash enclosure. However, in no event will any exemption be allowed to the requirement that commercial bins be stored in a manner that will not allow such

containers to roll, fall, or protrude onto the public streets, sidewalks, or alleys of the City. Bins covered by this exemption shall be placed in such a manner as to minimize visibility from public view. Any such exemptions will be evaluated at such time that a property owner files for a major entitlement or the buildings on the property are expanded over 50%. In such cases, a condition of approval may be placed on the property to build larger enclosure(s) to accommodate both a trash and recycling bin.

D. It is unlawful for any person to place solid waste in, or to otherwise use the solid waste containers of another person, without the permission of such other person. (Ord. 324 § 1.1, 1991; Ord. 54 § 1.1 (part), 1986)

6.02.060 Frequency of collection.

A. Every person in charge of a residence or residences, whether single-family, multiple-family, commercial or industrial buildings, shall make arrangements with the collector, to have removed, not less than once a week, from the property upon which the residence, residences, commercial buildings, or industrial buildings are located, all solid waste created or produced or brought upon the premises. This provision, however, will not apply to food handling establishments, from which solid waste shall be removed or caused to be removed not less than twice a week. (Ord. 54 § 1.1 (part), 1986)

B. Every person, industrial or commercial customer shall have adequate services, as it pertains to the number/size of standard containers/bin(s) and the frequency of collection, and materials which are contained within the standard containers/bin(s) without causing an overflow of materials and meets the needs of the generation of waste produced.

6.02.070 Unlawful and prohibited acts.

A. The keeping of solid waste in containers other than those prescribed by this chapter, constitutes a public nuisance and may be abated in the manner now or hereafter provided by law for the abatement of nuisances. Section 6.02.070, paragraph A, shall not, however, be deemed to apply to any persons operating under a valid self-haul permit.

B. The keeping upon premises of solid waste which is offensive, obnoxious or unsanitary is unlawful, constitutes a public nuisance and may be abated in the manner now or hereafter provided by law for the abatement of nuisances.

C. It is unlawful for any person other than the person in charge of a residential, institutional, commercial, industrial or other premises or the person authorized by law to remove any container from the location where the container was placed by the person in charge for storage or collection, to remove any solid waste from the location in which the solid waste was placed by the person in charge for storage or collection, without prior written approval of the person in charge of such premises.

D. No person shall place solid waste adjacent to or on a street or public right-of-way for collection or removal purposes without prior approval and arrangements with the collector.

E. It is unlawful for any person to place or deposit institutional, commercial or industrial solid waste in any container placed upon the public street by public authority, and meant primarily for the disposal of solid waste by pedestrians using the sidewalk.

F. No person shall burn any solid waste within the city, except in an approved incinerator or other device for which a permit has been issued by the building official, and which complies with all applicable permit and other regulations of air pollution control authorities, and provided any such act of burning in all respects complies with all other laws, and rules and regulations.

G. At such times as there is in force a contract entered into by the City with any contractor for the collection and disposal of solid waste of the City or its inhabitants, it is unlawful for any person other than the contractor or his agents and employees, to collect any solid waste for hire within the City. Additionally it is unlawful to place and/or maintain any container for the purpose of collecting solid waste for hire within the City. This section shall not, however, be deemed to apply to persons holding a valid City business license to engage in the removal of special wastes, or large or oversized items of solid waste, or to a contractor completing public improvement or utility work within existing public right-of-way and/or easements, or in cases where the placement of a stationary bin is not feasible due to project scope and/or operations, or in cases where the materials that the owner seeks to recycle are not recyclable by the franchised waste hauler, as determined by the City Manager or his or her designee.

H. It is unlawful for any person, other than the owner thereof, the owner's agents or employees, an authorized officer or employee of the city, or an authorized person employed by or representing a company holding a contract issued pursuant to this chapter, to do any of the following:

1. To take, remove or appropriate for his or her own use any salvageable, recyclable or other collected solid waste, or property which the owner discarded which has been placed in any street or alley for collection or removal, whether or not the solid waste has been placed in recycling or other permissible containers;

2. To take, damage or appropriate for his or her own use any container which has been placed in any street or alley for use in the collection of salvageable, recyclable or other solid waste.

6.02.075 Illegal dumping prohibited—Misdemeanor.

A. No person shall engage in dumping on any private premises owned, possessed or controlled by any other person without the consent of that other person,

nor shall any person engage in dumping in or on public places, except in permissible receptacles, as provided under this chapter for lawful pickup and disposal.

B. Dumping prohibited under this section, and the accumulation of any materials dumped upon any public or private property, are hereby declared to the public nuisances and may be abated as such pursuant to applicable provisions of this code and state law. The perpetrator of any dumping, as well as the owner of any private property subject to such abatement, shall be liable to the city for the costs of cleanup and abatement. Any such costs assessed to the owner of any private property upon which the abatement took place shall become a lien upon that property in accordance with applicable law.

C. Costs of abatement are in addition to any fine imposed upon conviction and are due and payable upon receipt of a written statement from the city setting forth such costs. Such costs under this chapter are a debt owing to the city and may be collected in the same manner as any other debt.

D. If a violation of this section presents an emergency condition which presents an imminent health and safety hazard to the citizens of the city in the reasonable judgment of the director of community development or his or her deputy appointed for such purposes, the director or his/her duly appointed representative may order the property owner to immediately abate such conditions or order immediately emergency abatement by the city. (Ord. 694 § 1.1 (part), 2005; Ord. 614 § 1 (part), 2002)

6.02.080 Special collections.

Subscribers to a solid waste disposal service may order special collections of such things as landscape trimmings, discarded furniture, and other items too large to fit in standard containers, subject to rates which have been established from time to time by the city council. (Ord. 54 § 1.1 (part), 1986)

6.02.090 Rates and schedules.

The city council shall establish by appropriate contract or resolution, the rate and collection schedules for solid waste collection services within the city. (Ord. 54 § 1.1 (part), 1986)

6.02.100 Collection equipment.

A. Each contractor shall provide sufficient collection equipment in accordance with the terms of the contract with the city authorizing such contractor to provide collection, transfer and disposal services.

B. Trucks used for the collection or transportation of solid waste shall be leakproof and equipped with a close-fitting cover which shall be affixed in a manner that

will prevent spilling, dropping or blowing of any solid waste upon the public right-of-way during collection or transportation.

C. All trucks used for collection or transportation of solid waste shall be maintained in a clean and sanitary condition, neatly and uniformly painted, and shall carry a shovel, broom and fire extinguisher.

D. The owner of each truck used for collection or transportation of solid waste shall have the owner's name, telephone number and truck number printed on each side of all trucks in letters not less than three inches high.

E. All solid waste conveying trucks, tanks, containers and other solid waste receptacles shall be cleaned and disinfected both on the inside and outside thereof at least once daily, and at all times shall be kept free from any solid waste on the outside thereof.

F. The collector shall maintain in good repair all containers furnished to commercial, industrial and institutional customers. (Ord. 54 § 1.1 (part), 1986)

6.02.110 Self-haulers.

Each person who is authorized to remove solid waste from his own premises shall deposit such solid waste only at authorized disposal or dumping sites and shall not deposit, leave, dump, drop, place or otherwise dispose of such solid waste upon any street, alley, waterway or other unauthorized lot or land within the city. (Ord. 54 § 1.1 (part), 1986)

6.02.111 Self hauling permit.

A. Any person in charge of a single-family residence desiring a self hauling permit to remove solid waste from his own premises shall obtain a permit from the city public works department, which shall issue such permit upon the payment of a fee as authorized by resolution of the city council, upon the showing that the proposed permittee owns an enclosed pickup truck or similar enclosed vehicle, and demonstrates proof of permittee's compliance with this chapter by providing weekly receipts from any County of Riverside landfill or other Riverside County licensed/permitted disposal facilities on a quarterly basis. The permit shall be subject to revocation if there be any violation of this chapter. The permittee shall have the right to dispute the revocation by an appeal to the director of public works or his designee within ten (10) calendar days notice of the proposed revocation. The decision of the director or his designee shall be final.

B. Any governmental agency which is located within the city and which demonstrates that it has the appropriate equipment to haul solid waste may be granted a self-haul permit. The city shall retain the right to request proof of the quantity, and proper handling (e.g., Riverside County landfill receipts), of the solid waste by such

governmental agency, as well as other statistical information necessary for the city's reporting requirements. This provision does not extend the right of any government agency to contract with an independent contractor, other than the city-approved contractor, to provide services under a self-haul permit. (Ord. 524 § 1.3, 1997: Ord. 337 § 1, 1991: Ord. 54 § 1.1 (part), 1986)

6.02.120 Audit of contractor's records.

Whenever the city enters into a contract which requires payments to be made to the city by the contractor a part of the consideration for authorizing the contractor to furnish solid waste collection services within the city, and whether or not such contract so provides, the payment shall be accompanied by a financial report on a form provided by the city manager covering the period of time related to the payment. The city manager may inspect the financial records of the contractor at any reasonable time in order to verify the contractor's financial report or may require the contractor to provide an audited financial report prepared by a certified public accountant. (Ord. 54 § 1.1 (part), 1986)

6.02.130 Illegal Hauling Provisions and Procedures

A. Any container not owned, placed, and serviced by the City's franchise hauler that is placed within the right-of-way, on private property, or on public property, for the purpose of collection of solid waste will be prima facie evidence of the owner of such containers engaging in the prohibited act of collecting solid waste for hire while a contract is in force with the City and a franchiser hauler for the collection and disposal of solid waste. Any such containers associated with the prohibited act of collecting solid waste for hire are considered a public nuisance and shall be subject to removal. The City will make a determination based on prima facie evidence that a contract for service is in effect if a container not owned by the City's franchise waste hauler is placed on private property or within the right-of-way. Consent must be obtained from a responsible person(s) prior to entering private property to perform an abatement, or an administrative inspection warrant and proper notice must be obtained as required by law.

B. The City Manager or his or her designee may cause the posting of a Notice to Remove, in a conspicuous place, on any container placed on any public or private property that is used for or is ancillary to any act in violation of any provision of this Chapter. Notices to Remove posted pursuant to the provisions of this section shall specify the nature of the violation and shall state that the container must be removed within three (3) calendar days from the date the notice is posted on the container or it may be removed and stored by the City or its designee, and the contents disposed of, at the expense of the owner of the container. The posting of a Notice to Remove shall constitute constructive notice to the owner and user of the container of the requirement to remove the container.

C. Independent of any criminal prosecution or the results thereof, the City is authorized and empowered to impound any unauthorized solid waste or recycling container to enforce the provisions in this Chapter. In carrying out a removal, the City shall follow the procedure established in this section.

D. If the container is not removed within three (3) calendar days after the posting or issuance of a Notice to Remove, the City Manager, or his or her designee, may direct the removal and storage of the container and the disposal of its contents by either the City or its designee. The City may employ the services of its franchise waste hauler or any other contractor properly equipped to remove said containers. No party, including the franchise waste hauler, shall remove a container without prior written authorization from the City Manager or his or her designee. Any person whose duty it is to enforce the provisions of this chapter may enter upon private property with the consent of the property owner, tenant or occupier, or by authority of a warrant, or without consent or a warrant if exigent circumstances exist.

E. In the event that a container is removed by the City and the identity of the owner of the container is known to the City Manager or its designee, the City Manager or its designee shall promptly cause notice to be issued to the owner by first class mail to claim the stored property. After a container has been removed by the City pursuant to a notice to remove, and following 3 calendar days after the mailing of written notice, the owner thereof shall be deemed to have actual notice of the provisions of this section. This notice requirement is not applicable in the event that the identity of the owner of the container cannot be determined following reasonable efforts by the City Manager or its designee to establish identity. If the container is not claimed within thirty (30) calendar days after removal and notice to the owner, if the identity of the owner is known, the container shall be deemed abandoned property and may be disposed of accordingly. The owner of any container may appeal the actions of the City Manager or its designee in removing a container, or the imposition or amount of any costs, in accordance with Sections 6.04.090.

F. In the event of a subsequent placement of a container owned by the same owner in violation of this Chapter, the City Manager or its designee may immediately, without the giving of notice under subsections B, direct the removal and storage of the unlawfully placed container and shall, in such case, give notice to the owner to claim the container. If the container is not claimed within thirty (30) days after removal and notice to the owner, if the identity of the owner is known, the container shall be deemed abandoned property and may be disposed of accordingly.

G. If the contents of the collection container include the presence of biodegradable wastes, hazardous constituents, or other environmental or sanitary threats, the City Manager may order the immediate appropriate disposition of the contents so as to protect the public's health and safety, and the container's owner shall be liable for the costs and fees of disposal.

H. No container shall be released to its owner except upon written authorization of the City Manager or his or her designee. The owner of the container shall be responsible for payment of all related fines and to reimburse the City for the actual costs of the removal, storage and disposal of contents, and in addition any administrative and ancillary fees established by resolution of the City Council. All amounts due to the City, shall constitute a civil debt owed to the City by the owner, who shall be liable therefore in an action by the City or its designee for the recovery of such amounts. Notwithstanding the above, the City Manager or his or her designee may direct the release of a container without payment of costs or fees in the event that a determination is made that significant mitigating circumstances exist that relieve the owner of the container from the responsibility of the container being placed on private property or within the right-of-way for the apparent purpose of collecting solid waste for hire.

6.02.140 Penalties

Any person who violates any provision of this Chapter shall be guilty of an infraction or a misdemeanor in accordance with the provision of Section 1.01.200 and upon conviction of such violation shall be punished in accordance with the provisions of Sections 1.01.230(A) and 1.01.230(B). (Ord. 383 § 1.1, 1992: Ord. 54 § 1.1 (part), 1986)

SECTION 2 NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 3 EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 9th day of July, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 866 had its first reading on June 25th, 2013 and had its second reading on July 9th, 2013, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 9th day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

AGENDA

CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

July 9, 2013

SPECIAL PRESENTATIONS – 5:30 P.M.
REGULAR MEETING – 6:00 P.M.

City Council Study Sessions
First & Third Tuesdays of each month – 6:00 p.m.
City Council Meetings
Second & Fourth Tuesdays of each month – 6:00 p.m.
City Council Closed Sessions
Immediately following Regular City Council Meetings and Study Sessions, unless no Closed Session Items are Scheduled

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3705 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Tom Owings, Mayor

Marcelo Co, Mayor Pro Tem
Jesse L. Molina, Council Member
Richard A. Stewart, Council Member
Victoria Baca, Council Member

MV00210379

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
July 9, 2013

CALL TO ORDER – 5:30 PM

SPECIAL PRESENTATIONS

1. Presentation of 4th of July Parade Awards

2. Business Spotlight
   a) Fix Auto Moreno Valley
   b) Estates, Furniture, Cabinets & Flooring

AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
AND THE BOARD OF LIBRARY TRUSTEES

THE CITY COUNCIL RECEIVES A SEPARATE STIPEND FOR CSD MEETINGS

REGULAR MEETING - 6:00 PM
JULY 9, 2013

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION - Dr. Janet Wallace - Agape Fellowship

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority or the Board of Library Trustees requests that an item be removed for separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF JUNE 25, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approved as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
1. Approved as submitted.

A.4 REQUEST TO CONDUCT A FULL ROAD CLOSURE OF GILMAN SPRINGS ROAD IN SUPPORT OF RIVERSIDE COUNTY RECONSTRUCTION PROJECT
(Report of: Public Works Department)

Recommendations
1. Authorize a full road closure of Gilman Springs Road from SR60 to approximately 1.7 miles southerly of Alessandro Boulevard from September 15, 2013 to November 15, 2013.

2. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

A.5 ANNUAL STATEMENT OF INVESTMENT POLICY
(Report of: Financial & Management Services Department)

Recommendation:

1. Adopt the Annual Statement of Investment Policy

A.6 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY
(Report of: Public Works Department)

Recommendations

1. Approve Resolution No. 2013-48 amending the Electric Rates for Moreno Valley Utility. A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates, and Electric Service Rules, Fees, and Charges for Moreno Valley Utility.

A.7 AGREEMENT FOR ON-CALL LEGAL SERVICES
(Report of: City Attorney Department)

Recommendations

1. Approve and authorize the City Attorney to execute the Agreement for On-Call Legal Services with Meyers Nave.

2. Authorize the City Attorney to execute subsequent extensions or amendments subject to budget constraints and approvals.

A.8 APPROVE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF RIVERSIDE OFFICE OF EMERGENCY MANAGEMENT REGARDING URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDING FOR FEDERAL FISCAL YEAR 2011
(Report of: Fire Department)

Recommendations

1. Adopt Resolution No. 2013-62 of the City of Moreno Valley, California, approving the Memorandum of Understanding with the City of Riverside Office of Emergency Management regarding the Urban Area Security Initiative (UASI) grant funding for Federal Fiscal Year 2011. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the City to Enter into a Memorandum of Understanding With the City of Riverside Office of Emergency Management Regarding Urban Area Security Initiative (UASI) Grant Funding for Federal Fiscal Year 2011.

2. Authorize the allocation of $8,000 for expenditures related to the UASI grant funding for Federal Fiscal Year 2011 not to exceed the amount of grant award.

3. Authorize the City Manager or her designee to execute the Certificate of Non-Supplanting.

4. Authorize the City Manager or her designee to execute the Riverside Urban Area Security Initiative Certification Regarding Debarment, Suspension, and other Responsibility Matters.

5. Authorize the City Manager or her designee to execute the California Emergency Management Agency Fiscal Year (FY) 2011 Grant Assurances.

6. Accept the grant award from the City of Riverside Office of Emergency Management regarding the Urban Area Security Initiative (UASI) grant funding for Federal Fiscal Year 2011.

A.9 AUTHORIZATION TO AWARD AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES TO RBF CONSULTING FOR THE STATE ROUTE 60/THEODORE STREET INTERCHANGE IMPROVEMENTS - PROJECT NO. 801 0052 70 77
(Report of: Public Works Department)

Recommendations

1. Approve the Agreement for Professional Consultant Services with RBF Consulting, 3300 East Guasti Road, Suite 100, Ontario, CA 91761, to provide design services for a total contract not to exceed $1,750,183.

2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with RBF Consulting.

3. Authorize the issuance of a Purchase Order with RBF Consulting totaling $1,750,183 when the Agreement has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent related amendments to the Agreement for Professional Consultant Services with RBF Consulting, not to exceed the Purchase Order amount, subject to the approval by the City Attorney.

5. Authorize the re-appropriation of $2,000,000 in realized project savings from the Cactus Avenue/Nason Street Improvement project to the SR-60/Theodore Street Interchange Improvements project.

A.10 AUTHORIZATION OF GRANT APPLICATION SUBMITTALS FOR CYCLE 6 OF THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)
(Report of: Public Works Department)

Recommendation:

1. Authorize the submittal of grant applications for Cycle 6 of the Highway Safety Improvement Program (HSIP).

A.11 AUTHORIZATION OF ANNUAL TECHNOLOGY SOFTWARE AND HARDWARE MAINTENANCE PAYMENTS AND WAIVING FORMAL BIDDING AND INSURANCE REQUIREMENTS FOR THESE PAYMENTS
(Report of: Financial & Management Services Department)

Recommendations

1. Waive the formal bidding requirements for technology annual maintenance payments.

2. Waive the insurance requirements for technology annual maintenance payments.

3. Authorize the City Manager to make technology annual maintenance payments to various vendors for an aggregate amount not-to-exceed $850,069 during Fiscal Year 2013-14 according to the schedule.

A.12 ACCEPTANCE OF DONATION IN THE AMOUNT OF $12,214 BY THE MORENO VALLEY FRIENDS OF THE LIBRARY FOR THE MORENO VALLEY PUBLIC LIBRARY
(Report of: Administrative Services Department)

Recommendations

1. Accept a monetary donation from the Moreno Valley Friends of the Library in the amount of $12,214.

2. Authorize the increase of $12,214 to the Moreno Valley Library FY 2012-13 operating budget.

3. Renew the annual subscription to BookLetters, which supports the Library's page on the City web site.

A.13 AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH ALL-AMERICAN ASPHALT FOR SR-60/NASON STREET INTERCHANGE IMPROVEMENTS –
PROJECT NO. 801 0012 70 77
(Report of: Public Works Department)

Recommendations

1. Authorize a Change Order to increase the existing Purchase Order with All-American Asphalt, in the amount of $39,091 for the SR-60/Nason Street Interchange Improvements.

2. Authorize the City Manager to execute the Change Order to the

Purchase Order for All-American Asphalt.

3. Authorize the Public Works Director/City Engineer to execute any subsequent Contract Change Orders to the construction contract with All-American Asphalt up to, but not exceeding, the new increased Purchase Order amount, subject to approval of the City Attorney.

4. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements, punch-list items, and Caltrans acceptance is completed by the Contractor.

5. Authorize the Public Works Director/City Engineer to record the Notice of Completion and accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

A.14 AGREEMENT FOR AUTOMATED LIBRARY SERVICES DURING FISCAL YEARS 2013/2014 THROUGH 2015/2016
(Report of: Administrative Services Department)

Recommendation:

1. Approve the Agreement for Automated Library Services between Riverside County Library System and the City of Moreno Valley, for the period July 1, 2013, through June 30, 2016.

A.15 APPROVAL OF PAYMENT REGISTER FOR APRIL, 2013
(Report of: Financial & Management Services Department)

Recommendation:

1. Adopt Resolution No. 2013-63, Approving the Payment Register for the month of April, 2013 in the amount of $17,065,756.74. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Payment Register for the Month of April, 2013.

A.16 AUTHORIZATION FOR THE MAYOR TO SIGN THE SECOND AMENDMENT TO THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE FOR THE RIVERSIDE SUPERIOR COURT CASE ENTITLED RADOS, ET AL. V. CITY OF MORENO VALLEY
(Report of: City Attorney Department)

Recommendation:

1. Staff recommends that the City Council authorize the Mayor to sign the Second Amendment to the Settlement Agreement in the case Rados, et al. v. City of Moreno Valley (Riverside Superior Court Case No. RIC 425623).

A.17 RESOLUTION TO APPROVE A CONDITIONAL COMMITMENT BY MEANS OF A SECOND AMENDMENT TO THE AFFORDABLE HOUSING AGREEMENT (HOME) BETWEEN THE CITY OF MORENO VALLEY AND MV HEMLOCK LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP
(Report of: Community & Economic Development Department)

Recommendation:

1. Adopt Resolution No. 2013-64, approving a Conditional Commitment by means of Second Amendment to the Affordable Housing Agreement, in the amount of $700,000, from the City's HOME entitlement funds, by and between the City of Moreno Valley and MV Hemlock LP, a California Limited Partnership. A Resolution of the City Council of the City of Moreno Valley Approving a Conditional Commitment by Means of Second Amendment to the Affordable Housing Agreement (Home) between the City and MV Hemlock Limited Partnership, A California Limited Partnership.

A.18 PA07-0080, PM 35672 – REQUEST TO CONDUCT A FULL ROAD CLOSURE OF INDIAN STREET FROM IRIS AVENUE TO KRAMERIA AVENUE AND IRIS AVENUE BETWEEN INDIAN AVENUE AND CONCORD WAY FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM AUGUST 12, 2013 – NOVEMBER 1, 2013
(Report of: Community & Economic Development Department)

Recommendations

1. Authorize a full road closure of Indian Street from Iris Avenue to Krameria Avenue and Iris Avenue between Indian Avenue and Concord Way for the construction of street improvements from August 12, 2013 – November 1, 2013.

2. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

A.19 APPROVE THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY, CITY OF RIVERSIDE, AND MJPA FOR THE COLLECTION AND EXPENDITURE OF FAIR SHARE TRAFFIC IMPACT MITIGATION FEES
(Report of: Public Works Department)

Recommendation:

1. Approve the Cooperative Agreement between the City of Moreno Valley, City of Riverside, and March Joint Powers Authority (MJPA) for the collection and expenditure of fair share impact mitigation fees for the Meridian Specific Plan located within the MJPA.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF JUNE 25, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

B.3 AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROJECT NO. E-2 (HIDDEN SPRINGS) MAINTENANCE OF PARKWAY, MEDIAN AND OPEN SPACE LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations
1. Approve the Agreement for Project No. E-2/13-14 (Hidden Springs) Maintenance of Parkway, Median and Open Space Landscaping and Irrigation with Mariposa Landscapes, Inc., 15529 Arrow Highway, Irwindale, CA 91706 for landscape maintenance services of the parkways, medians and paseos (open spaces).

2. Authorize the City Manager to execute the Agreement for Project No. E- 2/13-14 with Mariposa Landscapes, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Mariposa Landscapes, Inc. in the not–to-exceed (NTE) amount of $104,282.00 ($85,482.00 for base and $18,800.00 for additional work).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize associated purchase orders (P.O.s) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF JUNE 25, 2013 (Report of: City Clerk's Department)

Recommendation:

1. Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF JUNE 25, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

E. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

E.1 PUBLIC HEARING TO CONSIDER FEE SCHEDULE FOR FISCAL YEAR 2013-14
(Report of: Financial & Management Services Department)

Recommendations That the City Council:
1. Conduct a Public Hearing to receive public input on the proposed Fee Schedule for Fiscal Year 2013-14.

2. Adopt Resolution No. 2013-25, approving the Fee Schedule for Fiscal Year 2013-14. A Resolution of the City Council of the City of Moreno Valley, California, Establishing Specified Fees for Various Services for Fiscal Year 2013-14 and Repealing Prior Resolutions that may be in Conflict.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

a) Report by Council Member Jesse L. Molina on Riverside Transit Agency (RTA)

G.2 AUTHORIZATION TO AWARD CONTRACT TO ALL CITY MANAGEMENT

SERVICES FOR THE ADMINISTRATION OF THE CROSSING GUARD PROGRAM
(Report of: Public Works Department)

Recommendations That the City Council:

1. Authorize the Award of a Crossing Guard Services Contract to All City Management Services to provide adult crossing guard services within the City commencing with the start of the 2013/2014 school year in mid-August.

2. Authorize the City Manager to execute an agreement with All City Management Services.

3. Authorize the issuance of a Purchase Order to All City Management Services in the amount of $440,972 for the first year of the agreement and subsequent purchase orders as necessary to fund the four subsequent years of services in accordance with the terms of the agreement.

4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with All City Management Services, if needed, subject to the approval of the City Attorney.

G.3 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

G.4 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION

H.2 ORDINANCES - 2ND READING AND ADOPTION

H.2.1 ORDINANCE NO. 866 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 6.02 OF CHAPTER 6 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO REFUSE COLLECTION, TRANSFER AND DISPOSAL (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 25, 2013 BY A 5-0 VOTE) (Report of: Public Works Department)

Recommendations That the City Council:

1. Adopt Ordinance No. 866. An Ordinance of the City Council of the City of Moreno Valley, California, amending Municipal Code Section

6.02 of Chapter 6 of the City of Moreno Valley Municipal Code Relating to Refuse Collection, Transfer and Disposal.

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/City as Successor Agency for the Community Redevelopment Agency/Housing Authority or Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority will be held in Conference Room C, First Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

a) Case: *Nancy Thompson v City of Moreno Valley*
Court: Riverside Superior Court
Case No: RIC 1306943

b) Case: *City of Moreno Valley v. Matosantos, Chiang, Angulo, March Joint Powers Authority, Successor Agency to the March Joint Powers Redevelopment Agency, et al*
Court: Sacramento Superior Court
Case No: 34-2013-80001478

2 SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF SECTION 54956.9

Number of Cases: 5

3 SECTION 54956.9(d)(4) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

4 SECTION 54956.8 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR

a)

Property:	33kV Substation Site
City Negotiator:	Ahmad R. Ansari, P.E.
Under Negotiation:	Price and terms of payment
APN/Caltrans Parcel:	316-100-028, 030, 048, 050 and 051
Owner:	Moorpark Country Property

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

ADJOURNMENT

CERTIFICATION

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, certify that the City Council Agenda was posted in the following places pursuant to City of Moreno Valley Resolution No. 2007-40:

City Hall, City of Moreno Valley
14177 Frederick Street

Moreno Valley Library
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center
25075 Fir Avenue

Jane Halstead, CMC,
City Clerk

Date Posted: July 3, 2013

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MV00210394

MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
June 25, 2013

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Shor Denny - Safe Routes to School Award Presentation

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:00 PM
June 25, 2013

CALL TO ORDER

The Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority and the Board of Library Trustees was called to order at 6:02 p.m. by Mayor Tom Owings in the Council Chamber located at 14177 Frederick Street.

Mayor Tom Owings announced that the City Council receives a separate stipend for CSD meetings.

ROLL CALL

Council:

Tom Owings	Mayor
Marcelo Co	Mayor Pro Tem
Victoria Baca	Council Member
Jesse L. Molina	Council Member
Richard A. Stewart	Council Member

Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
Richard Teichert	Chief Financial Officer/City Treasurer
Suzanne Bryant	Acting City Attorney
Michelle Dawson	City Manager
Joel Ontiveros	Police Chief
Abdul Ahmad	Fire Chief
Ahmad Ansari	Public Works Director
Tom DeSantis	Assistant City Manager
Mike McCarty	Parks & Community Services Director

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Jeffrey Giba.

INVOCATION - Pastor Mark Orellana - Victory Outreach

PUBLIC COMMENTS **ON ANY SUBJECT NOT ON THE AGENDA** UNDER THE JURISDICTION OF THE CITY COUNCIL

Mayor Tom Owings announced that 15 minutes will be allowed for public comments. Public comments will be taken until 6:20 p.m., and the remainder before Closed Session.

Jeffrey Giba

1. City business/concerns

Betty Masters

1. Opposed to World Logistics Center

Sherald Koliboski (MVCEA)

1. Thanked for selecting City Manager Michelle Dawson as a city manager
2. Thanked the mayor for establishing relationship with employees

Kathy Savala (MVCEA)

1. Thanked for selecting City Manager Michelle Dawson as a city manager
2. Employees relationship with the Mayor
3. Congratulated MVTV-3 staff for Emmy nomination

Kenny Bell

1. Voicing opinions

Deanna Reader

1. Community involvement
2. Input from the public

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Tom Owings opened the agenda items for the Consent Calendars for public comments; there being none, public comments were closed.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF JUNE 11, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

A.4 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY
(Report of: Public Works Department)

Recommendation:
Approve Resolution No. 2013-48 amending the Electric Rates for Moreno Valley Utility. A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates, and Electric Service Rules, Fees, and Charges for Moreno Valley Utility.

A.5 AUTHORIZE PLACEMENT OF AN OFFICER ON THE "WESTERN RIVERSIDE COUNTY POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM"
(Report of: Police Department)

Recommendation:
Approve the placement of an officer on the "Western Riverside County Post-Release Accountability and Compliance Team" (WEST-PACT).

A.6 APPROVE EQUIPMENT LEASE AND PURCHASE OPTION AGREEMENT

BETWEEN MUNI-FED ENERGY, INC. AND THE CITY OF MORENO VALLEY
(Report of: Public Works Department)

Recommendations

1. Approve Equipment Lease and Purchase Option Agreement between Muni-Fed Energy, Inc. and the City of Moreno Valley.

2. Authorize the City Manager to execute the Agreement on behalf of the City.

A.7 APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 4-MAINTENANCE MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14
(Report of: Financial & Management Services Department)

Recommendation:
Acting in its capacity as the legislative body of Moreno Valley Community Facilities District No. 4-Maintenance ("CFD No. 4-M" or "District") approve and adopt Resolution No. 2013-49. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Community Facilities District No. 4-Maintenance Maximum Special Tax Rate For Fiscal Year 2013/14.

A.8 APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 3 (AUTO MALL REFINANCING) MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14
(Report of: Financial & Management Services Department)

Recommendation:
Acting in its capacity as the legislative body of the Moreno Valley Community Facilities District No. 3 (Auto Mall Refinancing), adopt Resolution No. 2013-50. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Maximum Special Tax Rate for Community Facilities District No. 3 (Auto Mall Refinancing) for Fiscal Year 2013/14.

A.9 APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14
(Report of: Financial & Management Services Department)

Recommendation:
Acting in its capacity as the legislative body of the Moreno Valley Community Facilities District No. 87-1 (Towngate) adopt Resolution No. 2013-51. A Resolution of the City Council of the City Of Moreno Valley,

California, Approving the Calculation of the Maximum Special Tax Rate For Community Facilities District No. 87-1 (Towngate) for Fiscal Year 2013/14.

A.10 APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) IMPROVEMENT AREA NO. 1 MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14
(Report of: Financial & Management Services Department)

Recommendation:
Acting in its capacity as the legislative body of the Moreno Valley Community Facilities District (CFD) No. 87-1, Improvement Area No. 1 to adopt Resolution No. 2013-52. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Maximum Special Tax Rate for Community Facilities District No. 87-1 (Towngate) Improvement Area No. 1 for Fiscal Year 2013/14.

A.11 APPROVAL OF THE CALCULATION OF THE MAXIMUM SPECIAL TAX RATE FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 5 FOR FISCAL YEAR 2013/14
(Report of: Financial & Management Services Department)

Recommendation:
Acting in its capacity as the legislative body of Moreno Valley Community Facilities District No. 5 adopt Resolution No. 2013-53. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Maximum Special Tax Rate for Moreno Valley Community Facilities District No. 5 for fiscal year 2013/14.

A.12 AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROJECT NO. WQB 12/13 CITY OF MORENO VALLEY LANDSCAPING AND IRRIGATION MAINTENANCE OF THE WATER QUALITY CONTROL BASINS
(Report of: Community & Economic Development Department)

Recommendations

1. Approve the Agreement for WQB-12/13 City of Moreno Valley Landscaping and Irrigation Maintenance of the Water Quality Control Basins with Excel Landscape, Inc., 710 Rimpau Ave., Suite 108, Corona, CA 92879 for landscape maintenance services of the water quality control basins.

2. Authorize the City Manager to execute the Agreement for WQB-12/13 with Excel Landscape, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Excel Landscape, Inc. in the not–to-exceed (NTE) amount of $80,880.00 ($74,880.00 for base and $6,000.00 for additional work).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

A.13 P10-085 – ACCEPT THE AGREEMENT AND SECURITY FOR PUBLIC IMPROVEMENTS
(Report of: Community & Economic Development Department)

Recommendations

1. Accept the Agreement and Irrevocable Letters of Credit for Public Improvements for P10-085.

2. Authorize the Mayor to execute the agreement.

3. Direct the City Clerk to forward the signed agreement to the County Recorder's office for recordation.

4. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

A.14 TRACT MAP 31319 – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTIONS OF DUNLAVY COURT, INDIAN STREET AND HUBBARD STREET ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM
(Report of: Community & Economic Development Department)

Recommendations

1. Adopt the proposed Resolution No. 2013-54. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete Within Tract Map 31319 and Accepting the Portions of Dunlavy Court, Indian Street, and Hubbard Street Associated with the Project into the City's Maintained Street System.

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the remaining Material and

Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.15 WASTE MANAGEMENT OF THE INLAND EMPIRE FY 2013/2014 RATE ADJUSTMENT
(Report of: Public Works Department)

Recommendation:
Approve the Waste Management of the Inland Empire proposed FY 2013/2014 Rate Adjustment.

A.16 ADOPT RESOLUTION OF THE CITY OF MORENO VALLEY SUPPORTING THE RE-DESIGNATION OF RIVERSIDE COUNTY AS A RECYCLING MARKET DEVELOPMENT ZONE DUE TO AN INCREASE IN BOUNDARIES
(Report of: Public Works Department)

Recommendation:
Adopt Resolution No. 2013-55. A Resolution of the City of Moreno Valley Supporting the Redesignation of Riverside County as a Recycling Market Development Zone Due to an Increase in Boundaries.

A.17 PA07-0165 (PM 35859) – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTIONS OF KNOX STREET, SAN MICHELE ROAD, NANDINA AVENUE AND PERRIS BOULEVARD ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM
(Report of: Community & Economic Development Department)

Recommendations

1. Adopt the proposed Resolution No. 2013-56. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete Within PA07-0165 (Parcel Map 35859) and Accepting the Portions of Knox Street, San Michele Road, Nandina Avenue and Perris Boulevard Associated with the Project into the City's Maintained Street System.

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.18 AUTHORIZATION TO AWARD AGREEMENT FOR PROFESSIONAL

CONSULTANT SERVICES TO KTU+A FOR THE CITY OF MORENO VALLEY BICYCLE MASTER PLAN UPDATE - PROJECT NO. 801 0045 70 76
(Report of: Public Works Department)

Recommendations

1. Approve the Agreement for Professional Consultant Services with KTU+A, for the City of Moreno Valley Bicycle Master Plan Update project.

2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with KTU+A.

3. Authorize the issuance of a Purchase Order to KTU+A in the amount of $134,381.00 when the Agreement has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with KTU+A, up to but not to exceed the Purchase Order amount, subject to the approval of the City Attorney.

A.19 FINAL APPROPRIATION FOR CAPITAL PROJECTS FUNDED BY THE 2007 TAX ALLOCATION BONDS
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the final appropriation for capital projects funded by the 2007 Tax Allocation Bonds as presented in Attachment 1.

2. Approve the creation of the Capital Project Reimbursement Fund (Fund 3008) to record the receipt of federal, state and local project reimbursements and appropriate the revenues and expenses presented in Attachment 1 in the amount of $834,525.

A.20 RESOLUTION TO RATIFY THE APPLICATION FOR THE 2013 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM (JAG) AND TO ACCEPT THE $60,317 ALLOCATION TO THE CITY
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Approve Resolution 2013-58 to ratify the application by the Code & Neighborhood Services Division for the Edward Byrne Memorial Justice Assistance Grant (JAG) and to accept the $60,317 allocated to the City. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Grant Application Submitted by the Code & Neighborhood Services Division to the Office of Justice

Programs for the Edward Byrne Memorial Justice Assistance Grant and Accept the $60,317 Allocation.

2. Authorize revenue and expenditure budget appropriations of $60,317 respectively to a new JAG Grant Fund for FY 2013-14.

A.21 AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES TO BURST COMMUNICATIONS, INC. FOR THE MVTV-3 BROADCAST EQUIPMENT UPGRADE PROJECT –
PROJECT NO. 803 0021 70 77
(Report of: Public Works Department)

Recommendations

1. Approve the Agreement for Professional Consultant Services with Burst Communications, Inc., 8200 S. Akron Street, Suite 108; Centennial, CO 80112, for the MVTV-3 Broadcast Equipment Upgrade Project.

2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with Burst Communications, Inc. in the form attached hereto.

3. Authorize the issuance of a Purchase Order to Burst Communications, Inc., totaling $460,000 ($450,720 plus $9,280 contingency) when the Agreement has been signed by all parties.

4. Authorize the Public Works Director / City Engineer to execute any subsequent related minor Amendments to the Agreement for Professional Consultant Services with Burst Communications, Inc. up to, but not to exceed, the contingency amount of $9,280, subject to the approval of the City Attorney.

5. Authorize the transfer of $500,000 within the Public / Education / Government Access Program (PEG) Fund from account 2011-16-16-16150-620910 to the CIP – Buildings account 2011-70-77-80003-720199.

A.22 SECOND AMENDMENT TO AGREEMENT WITH DMC DESIGN GROUP FOR MORENO TOWNSITE AREA STORM DRAIN AND MISCELLANEOUS STREET IMPROVEMENTS BETWEEN ALESSANDRO BOULEVARD AND DRAINAGE FACILITY LINE F - PROJECT NO. 801 0011 70 77
(Report of: Public Works Department)

Recommendations

1. Approve the Second Amendment to Agreement for Professional

Consultant Services with DMC Design Group for the additional work needed to complete the design for the Moreno Townsite Area Storm Drain and Miscellaneous Street Improvements.

2. Authorize the City Manager to execute the Amendment to Agreement for Professional Consultant Services with DMC Design Group.

3. Authorize an increase to the Purchase Order to DMC Design Group not to exceed the amount of $28,000 once the Amendment to Agreement has been signed by all parties.

A.23 ADOPT RESOLUTION NO. 2013-59 APPROVING THE LOAN AGREEMENT FROM THE GENERAL FUND TO THE POLICE FACILITIES DEVELOPMENT IMPACT FEE FUND IN THE AMOUNT OF $3,000,000, THE RECREATION CENTER DEVELOPMENT IMPACT FEE FUND IN THE AMOUNT OF $145,000 AND THE ANIMAL SHELTER DEVELOPMENT IMPACT FEE FUND IN THE AMOUNT OF $175,000
(Report of: Financial & Management Services Department)

Recommendation:
Staff recommends that the Council adopt Resolution 2013-59 approving the Loan Agreements from the General Fund to the Police Facilities Development Impact Fee Fund in the amount of $3,000,000, the Recreation Center Development Impact Fee Fund in the amount of $145,000 and the Animal Services Development Impact Fee Fund in the amount of $175,000. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing an Loan Agreement Between the City of Moreno Valley and the Police Facility Development Impact Fee Fund in the Amount of $3,000,000, the Recreation Center Development Impact Fee Fund in the Amount of $145,000 and the Animal Shelter Development Impact Fee Fund in the Amount of $175,000.

A.24 ADOPT RESOLUTION NO. 2013-60 APPROVING THE FIRST EXTENSION TO THE LOAN AGREEMENT FROM THE LIBRARY DEVELOPMENT IMPACT FEE FUND TO THE FACILITY CONSTRUCTION FUND
(Report of: Financial & Management Services Department)

Recommendations
1. Adopt Resolution 2013-60. A Resolution of the City Council of the City of Moreno Valley, California, Approving the First Extension to the Loan Agreement Between the Library Development Impact Fee Fund and the Facility Construction Fund in the Amount of $4,000,000 Plus Interest for the FY 2012/13 Period Extending the Repayment Term to June 30, 2014.

2. Authorize the City Manager to execute the First Extension to Loan Agreement for the interfund loan from the Library Development Impact Fee Fund to the Facility Construction Fund.

A.25 ADOPT RESOLUTION NO. 2013-61 APPROVING THE FIRST EXTENSION TO THE LOAN AGREEMENT FROM THE CORPORATE YARD DEVELOPMENT IMPACT FEE FUND TO THE FACILITY CONSTRUCTION FUND
(Report of: Financial & Management Services Department)

Recommendations

1. Adopt Resolution 2013-61. A Resolution of the City Council of the City of Moreno Valley, California, Approving the First Extension to the Loan Agreement from the City of Moreno Valley Corporate Yard Development Impact Fee Fund to the City of Moreno Valley Facility Construction Fund in the amount of $2,500,000 plus interest for the FY 2012/13 period extending the repayment term to June 30, 2014.

2. Authorize the City Manager to execute the First Extension to Loan Agreement for the interfund loan from the Corporate Yard Development Impact Fee Fund to the Facility Construction Fund.

A.26 AMENDMENTS TO PERSONNEL POLICY 5.14 – MANAGEMENT CONTRACTS
(Report of: City Manager Department)

Recommendation:
Approve Personnel Policy 5.14 which updates terms for employment of at-will management employees.

A.27 APPROVAL OF EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND CITY MANAGER MICHELLE DAWSON FOR THE POSITION OF CITY MANAGER
(Report of: City Attorney Department)

Recommendation:
Approve the Employment Agreement between the City of Moreno Valley and City Manager Michelle Dawson for the position of City Manager.

A.28 REQUEST TO ESTABLISH THE BUILDING & NEIGHBORHOOD SERVICES DIVISION MANAGER POSITION
(Report of: Administrative Services Department)

Recommendation:
Adopt the new position, class specification and salary range of the Building

& Neighborhood Services Division Manager in the Community & Economic Development Department.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OFJUNE 11, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

B.3 AUTHORIZATION TO CLOSE PUBLIC STREETS FOR THE INDEPENDENCE DAY FESTIVITIES ON THURSDAY, JULY 4, 2013
(Report of: Parks & Community Services Department)

Recommendations

1. Authorize the closure of the following streets between the hours of 6:00 a.m. and 12:00 noon for the purpose of conducting the Fourth of July Parade scheduled to take place on July 4, 2013.TownGate Boulevard between Frederick Street, Eucalyptus Avenue and Memorial Way; Frederick Street between Centerpointe Drive and Cactus Avenue; Cottonwood Avenue between Pan Am Boulevard and Dunhill Drive; Eucalyptus Avenue between Pan Am Boulevard and Kochi Drive; Dracaea Avenue between Pan Am Boulevard and Kochi Drive; Atlantic Circle east of Frederick Street; Brabham Street between Frederick Street and Andretti Street; TownGate Boulevard between Frederick Street and Heritage Way; Bay Avenue between Kristina Court and Courage Street; Alessandro Boulevard between Chagall Court and Elsworth Street; Brodiaea Avenue between Joy Street, and Frederick Street; Resource Way between Frederick Street and Corporate Way; Corporate Way between Calle San Juan de Los Lagos and Resource Way; Eastridge Street between Frederick Street and Heritage Way; Calle San Juan De Los Lagos between Frederick Street and Veterans Way; Veterans Way between Business Center Drive and Alessandro Boulevard; New Hope between Veterans Way and Elsworth; Veterans Way between Cactus Avenue and Alessandro Boulevard, and Heritage Way between TownGate Boulevard and Town Circle.

2. Authorize the closure of Dracaea Avenue between Morrison Street and Nason Street, between the hours of 6:00 a.m. on Thursday, July 4, 2013 through 5:00 p.m. on Friday, July 5, 2013 for the purpose of conducting the Fourth of July Festival and Fireworks Program

scheduled to take place on July 4, 2013.

3. For a short period of time and immediately following the fireworks display, authorize one-way traffic on various streets in the vicinity of Morrison Park as directed by the Moreno Valley Police Department.

B.4 APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 1 MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14
(Report of: Financial & Management Services Department)

Recommendation:
Acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board") and as the legislative body of Community Facilities District No. 1 ("CFD No. 1" or "District") approve and adopt Resolution No. CSD 2013-15 approving the calculation of the Community Facilities District No. 1 maximum special tax rate for fiscal year 2013/14. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Community Facilities District No. 1 Maximum Special Tax Rate for Fiscal Year 2013/14

B.5 AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROJECT NO. E-2 (HIDDEN SPRINGS) MAINTENANCE OF PARKWAY, MEDIAN AND OPEN SPACE LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Agreement for Project No. E-2/13-14 (Hidden Springs) Maintenance of Parkway, Median and Open Space Landscaping and Irrigation with Mariposa Landscapes, Inc., 15529 Arrow Highway, Irwindale, CA 91706 for landscape maintenance services of the parkways, medians and paseos (open spaces).

2. Authorize the City Manager to execute the Agreement for Project No. E- 2/13-14 with Mariposa Landscapes, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Mariposa Landscapes, Inc. in the not–to-exceed (NTE) amount of $104,282.00 ($85,482.00 for base and $18,800.00 for additional work).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize associated purchase orders (P.O.s) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OFJUNE 11, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF JUNE 11, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

Motion to Continue Items A.4 and B.5 to July 9, 2013 City Council meeting by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 (except Items A.4 and B.5, which were continued) by m/Council Member Victoria Baca, s/Council Member Richard A. Stewart

Approved by a vote of 5-0.

E. PUBLIC HEARINGS

E.1 PUBLIC HEARING FOR DELINQUENT RESIDENTIAL SOLID WASTE ACCOUNTS
(Report of: Public Works Department)

Recommendations That the City Council:

1. Approve placing the submitted list of delinquent solid waste accounts that are attached to this report on the Fiscal Year (FY) 2013/2014 Riverside County property tax roll for collection.

2. Direct the City Clerk to file with the Riverside County Auditor a

certified copy of Resolution No. 2012-55 and the list of delinquent solid waste accounts as required by Section 5473.4 of the California Health and Safety Code and Section 6.02.030 of the City of Moreno Valley Municipal Code.

Mayor Tom Owings opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Motion to Approve Recommendation No. 1 by m/Council Member Jesse L. Molina, s/Council Member Richard A. Stewart

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 2 by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - none

G. REPORTS

G.1 RECOMMENDATION TO OUTSOURCE MORENO VALLEY LIBRARY SERVICES
(Report of: City Manager Department)

Recommendations That the City Council:

1. Select Library Systems and Services, LSSI to provide library services in the City of Moreno Valley, with a target implementation date prior to September 15, 2013.

2. Authorize the City Manager to sign a contract for provision of outsourced library services consistent with the terms outlined in this report, with approval by the City Attorney.

Recess;
Reconvened

Mayor Tom Owings opened the agenda item for public comments, which were received from Les Johnson (opposes), Evelyn Bell (opposes), Tom Thornsley, John Tabarrini, Paula Winter (opposes), and Deanna Reeder (opposes).

Motion to Approve by m/Council Member Victoria Baca, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

Motion to Approve by m/Council Member Victoria Baca, s/Council Member Richard A. Stewart

Approved by a vote of 5-0.

G.2 APPOINTMENTS TO THE CITY COUNCIL ADVISORY BOARDS AND COMMISSIONS
(Report of: City Clerk Department)

Recommendations That the City Council:

1. Review the ballots for appointments to various City Council Boards and Commissions (to be provided by the City Clerk) and mark your choices where appropriate.

2. Appoint those applicants who received majority vote by the City Council.

3. Confirm the appointment of Shor Denny to the Traffic Safety Commission as the Moreno Valley Parent-Teacher Council representative, with a term expiring June 30, 2016.

4. If vacancies are not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the positions as vacant and carry over the current applications for reconsideration of appointment at a future date.

Motion to Continue the item to August 27, 2013 and extend the expiring terms of the current board members and commissioners to August 31, 2013 by m/Council Member Jesse L. Molina, s/Council Member Richard A. Stewart

Approved by a vote of 5-0.

G.3 APPROVAL OF SUCCESSOR MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF MORENO VALLEY AND THE MORENO VALLEY CITY EMPLOYEES ASSOCIATION AND MORENO VALLEY MANAGEMENT ASSOCIATION FOR THE PERIOD OF JULY 1, 2013 THROUGH JUNE 30, 2015
(Report of: Administrative Services Department)

Recommendations That the City Council:

1. Approve the successor Memoranda of Understanding (MOUs) between the City of Moreno Valley and the Moreno Valley City

Employees Association (Attachment A), and Moreno Valley Management Association (Attachment B) for the period of July 1, 2013 through June 30, 2015.

2. Extend the economic provisions of these Agreements to employees represented by the Moreno Valley Confidential Management Employees as well as those in unrepresented classifications.

3. Approve updates to the Salary Schedule and Personnel Rules & Regulations to incorporate revisions as specified in the attached MOUs.

4. Direct the Chief Financial Officer to adjust FY 2013-14 and FY 2014-15 Budget Appropriations as outlined in this report (projected cost of $1,706,870 with General Fund impact projected at $734,527) to reflect the Council's approval of these Memoranda of Understanding.

Mayor Tom Owings opened the agenda item for public comments, which were received from Daryl Terrell, Deanna Reeder and Tom Thornsley (opposes).

Motion to Approve Recommendation No. 1 by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 2 by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 3 by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 4 by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 5-0.

G.4 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

City Manager stated that this is the first time since 2008 that the City has a balanced budget without using reserves; the addition of Aldi, an

international grocery chain, to our business community is a huge win for Moreno Valley. Aldi has selected Moreno Valley to locate its distribution center and regional headquarters; staff is ready to facilitate their move to our community. With the approval of the MOUs tonight, the City Council re-established City Hall hours to our development community; the development services staff is ready to welcome our business community back on the 2nd and 4th Fridays of the month beginning on July 12. Thanked the Moreno Valley Chamber of Commerce, local restaurants and members of the executive team that participated in the Taste of the Valley event last weekend. Executive management team members will participate in this year's July 4th parade.

G.5 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action) - none

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION

H.1.1 AMENDMENT TO CHAPTER 6.02 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE AND ADOPTION OF THE PROPOSED ORDINANCE RELATED TO ILLEGAL HAULING AND COMMERCIAL RECYCLING BIN SCREENING (Report of: Public Works Department)

Recommendations That the City Council:
Introduce the proposed Ordinance No. 866. An Ordinance of the City Council of the City of Moreno Valley, California, amending Municipal Code Section 6.02 of Chapter 6 of the City of Moreno Valley Municipal Code Relating to Refuse Collection, Transfer and Disposal.

Mayor Tom Owings opened the agenda item for public comments, which were received from Deanna Reeder.

Motion to Approve by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

H.2 ORDINANCES - 2ND READING AND ADOPTION

H.2.1 ORDINANCE NO. 870 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING ZONE CHANGE APPLICATION NO. PA13-0007, CHANGING THE

LAND USE DESIGNATION FROM NEIGHBORHOOD COMMERCIAL AND R15 TO R30 AND OPEN SPACE FOR APPROXIMATELY 10 ACRES LOCATED AT THE SOUTHEAST CORNER OF ALESSANDRO BOULEVARD AND LASSELLE STREET (ASSESSOR'S PARCEL NUMBER 486-280-044 AND A PORTION OF -043). (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 11, 2013 BY A 4-0-1 VOTE, MAYOR TOM OWINGS RECUSED HIMSELF) (Report of: Community & Economic Development Department)

Recommendations That the City Council:
Adopt Ordinance No. 870. An Ordinance of the City Council of the City of Moreno Valley, California, Approving Zone Change Application No. PA13-0007, Changing the Land Use Designation From Neighborhood Commercial and R15 to R30 and Open Space for Approximately 10 Acres Located at the Southeast Corner of Alessandro Boulevard and Lasselle Street (Assessor's Parcel Number 486-280-044 and a Portion Of -043).

Mayor Tom Owings recused himself and left the Council Chamber in order to fulfill a campaign promise of not voting on matters that involve large contributors to his campaign.

Motion to Approve by m/Council Member Richard A. Stewart, s/Mayor Pro Tem Marcelo Co

Approved by a vote of 4-0-1, Mayor Tom Owings recused himself.

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

AGENDA ORDER

PUBLIC COMMENTS **ON ANY SUBJECT NOT ON THE AGENDA** UNDER THE JURISDICTION OF THE CITY COUNCIL

Continued the remainder of the public comments:

Curtis Gardner (Concerned Citizens of Moreno Valley)

1. Citizens' voice in government; accountability and transparency

Craig Givens

1. FBI investigation

2. Budget issue - concession on utilities; jobs; revenues

3. March Joint Power

Alicia Espinoza (Moreno Valley Concerned Citizens)

1. Recall of the Mayor

Brandon Cam (Moreno Valley Historical Society)

1. Preservation/restoration of local historic properties, including Red Cross building on former military land (March Joint Powers property) established during World War II; more information on the Historical Society Web site

Tom Thornsley

1. Community awareness meeting regarding World Logistic Center - invited everyone to attend a meeting on July 13 at Moreno Valley High School

2. Lawsuit opposing Medical facility planned at March Air Force Base

Louise Palomarez

1. Congratulated the new City Manager Michelle Dawson and the new Acting City Attorney Suzanne Bryant

2. Budget/jobs

Robert Palomarez

1. Budget; Commented on other speakers' comments

Jo Ann M. Stephan

1. Great job done by Council

2. Proposal for the library

Daryl Terrell

1. Comes with solutions to problems

2. Cuts in public safety

3. Warehouses

4. Campaign contributions

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Council Member Victoria Baca

1. Asked the Parks and Recreation Director for July 4th celebration update

2. Is proud that the Council appointed women to leadership positions (City Manager, City Clerk and City Attorney)

3. Reducing furlough will help very much, bringing staff on Fridays to meet community's needs

4. Is very optimistic and happy about Aldi coming to Moreno Valley; Aldi will be the second building coming up against Freeway 60; heard a lot of positive comments; we will have more businesses coming to Moreno Valley; glad about business-friendly attitude

Mayor Pro Tem Marcelo Co

1. Stated that we have a brighter future now; asked citizens for suggestions for improvements and solutions to the problems; emphasized that any job is a good job; any business that wants to come to the City, is welcomed and should be given a break; asked for residents' positive input; is trying to bring jobs

Council Member Jesse Molina

1. Concurred with Mayor Pro Tem Marcelo Co's remarks; stated that the Council has to make tough decisions; loyalty is to the City first, not to other agencies; we are losing the war of commerce to surrounding cities, resulting in budget cuts; we need to get the jobs here

2. Wants to go in a positive direction

Council Member Richard Stewart

1. Stated that the article in L.A. Times regarding Aldi foods is very positive.

The City did concession on utilities - the reason we started the utility is to attract business; Aldi is bringing headquarters along with its distribution center; we need to give incentives to be competitive and attract business

2. Interim Economic & Development Director John Terrell is working with possible clients to come in to the old Albertson and Ralphs

3. Moreno Valley Sheriff's Department is using updated sophisticated methods to fight crime: sophisticated tracking devices that can be used during robbery, new camera system to assist crime solutions, checkpoints, which are successful at catching criminals, special burglary suppression team to solve crimes, computerized assessment allocation of resources; almost every year new innovations are coming; cuts are coming next year - hopes that revenues will go up

4. Warehouses next to the freeway are at the proper place; is not proper to put houses next to the freeway

Mayor Tom Owings

1. Applauded the City Manager for the new stricter dress code, which is a sign of respect

2. Stated that you can learn a lot about a person how he treats others: Mayor Pro Tem Marcelo Co participated in the last Council meeting via telephone, as he was abroad attending his mother's funeral; he took care of his 95 year-old mother; Is proud of remarks made by Council Member Jesse Molina - the only things Council Member Molina has in mind is good for the City; might disagree with Council Member Richard Stewart from time to time, but both usually vote alike; has the highest regard for Richard's experience on this Council – stated that we have a very unified council and that he believes that majority of population supports the current council

3. On Saturday, attended Rising Star Academy graduation, which graduated 117 students; the Academy is getting students through high school with aspiration for meaningful life and job

4. Attended with his wife the 25th anniversary of ROTC program; it was astonishing to see these cadets with almost 95% graduation rate; the community needs to support these kids; asked the community to see what good is going on and duplicate it; ROTC program is run by Valley View High School

5. Shared the City Manager's appreciation for the good press about Aldi

6. Stated that last November he was candid with voters what he is going to do to keep Moreno Valley from becoming the next San Bernardino; no

mayor should be afraid to make an unpopular decision

There being no further business to conduct, the meeting was adjourned at 10:33 p.m. to Closed Session by unanimous informal consent.

CLOSED SESSION

The City Attorney announced that three cases listed on the agenda under Government Code Section 54956.9(d)1 will be discussed.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Mayor Tom Owings opened the Closed Session items for public comments; there being none, public comments were closed.

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority was held in Conference Room C, First Floor, City Hall. The City Council met in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

The Closed Session was held pursuant to Government Code:

1 SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

a) Rodriguez, Olga V. City of Moreno Valley

b) Silver Creek Industries, Inc. V. City of Moreno Valley

c) Verizon California Inc. V. California State Board of Equalization, et al.

2 SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF SECTION 54956.9

Number of Cases: 5

3 SECTION 54956.9(d)(4) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

None

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 10:45 p.m. by unanimous informal consent.

Submitted by:

_____

City Clerk Jane Halstead, CMC
Secretary, Moreno Valley Community Services District
Secretary, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Secretary, Moreno Valley Housing Authority
Secretary, Board of Library Trustees

Approved by:

_____

Mayor Tom Owings
President, Moreno Valley Community Services District
Chairperson, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Moreno Valley Housing Authority
Chairperson, Board of Library Trustees

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MV00210420

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: July 9, 2013

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Reports on Reimbursable Activities for the period of June 19 - July 2, 2013.

Reports on Reimbursable Activities June 19 - July 2, 2013			
Council Member	Date	Meeting	Cost
Victoria Baca	6/22/13	Moreno Valley Chamber of Commerce Taste of the Valley	$25.00
	6/26/13	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley	$15.00
	6/26/13	Carol Fairfield's Retirement Luncheon	$7.00
	7/2/13	Moreno Valley Hispanic Chamber of Commerce Adelante	$10.00
Marcelo Co	6/22/13	Moreno Valley Chamber of Commerce Taste of the Valley	$25.00
Jesse L. Molina	6/26/13	Carol Fairfield's Retirement Luncheon	$7.00
	6/27/13	Moreno Valley Chamber of Commerce Leadership Moreno Valley	$25.00
Tom Owings	6/27/13	Moreno Valley Chamber of Commerce Leadership Moreno Valley	$25.00

Richard A. Stewart	6/22/13	Moreno Valley Chamber of Commerce Taste of the Valley	$25.00
	6/26/13	Carol Fairfield's Retirement Luncheon	$7.00
	6/27/13	Moreno Valley Chamber of Commerce Leadership Moreno Valley	$25.00

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: July 9, 2013

TITLE: REQUEST TO CONDUCT A FULL ROAD CLOSURE OF GILMAN SPRINGS ROAD IN SUPPORT OF RIVERSIDE COUNTY RECONSTRUCTION PROJECT

RECOMMENDED ACTION

Recommendations:

1. Authorize a full road closure of Gilman Springs Road from SR60 to approximately 1.7 miles southerly of Alessandro Boulevard from September 15, 2013 to November 15, 2013.

2. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The County of Riverside and the City of Moreno Valley propose to complete roadway improvements on Gilman Springs Road from SR60 to approximately 1.70 miles southerly of Alessandro Boulevard. The County of Riverside has received grant funding from the Highway Safety Improvement Program (HSIP) to perform safety enhancements within the corridor. Additionally, the City of Moreno Valley has an approved CIP project (801 0042 70 77-2002) to perform pavement rehabilitation within the project limits. With both projects being in the same location, the City and the County felt that it would be most cost effective and efficient to combine them into one effort.

On August 28, 2012 the City Council approved a construction reimbursement agreement with the County of Riverside for the project. This agreement was fully executed by the County of Riverside on February 26, 2013. The County is the lead agency for both the design and construction phase of these improvements.

DISCUSSION

The duration of the actual road closure will be approximately 45 working days. However, staff is requesting authorization for a closure window of approximately 60 calendar days due to potential delays experienced during bidding and other pre-construction activities. After the actual closure start date has been finalized all impacted agencies will be informed and advanced notification signage will be installed.

The request for the road closure is due to major improvement work required including complete pavement rehabilitation of the existing roadway, widening for the provision of six foot paved / 2 foot graded shoulders, extension of existing drainage facilities, curve realignment in three locations, the addition of a passing lane southerly of Alessandro Boulevard, and intersection improvements at Alessandro Boulevard for the provision of a northbound left turn pocket.

To expedite the construction, the contractor will be allowed to work from 6:00 a.m. to 6:00 p.m., seven days a week for sixty calendar days including holidays. During the closure, access will be maintained for local residents and businesses. Through traffic will be temporarily re-routed to SR79 in accordance with an approved road closure / detour / traffic control plan (attachment 1).

The closure of Gilman Springs Road will significantly enhance the safety for both the contractor and the motoring public, will shorten the construction duration by six months, and reduce the overall costs of the project by 25 percent.

ALTERNATIVES

1. Authorize a full closure of Gilman Springs Road from SR60 to approximately 1.7 miles southerly of Alessandro Boulevard for the construction of street improvements from September 15, 2013 to November 15, 2013. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues. *This alternative will provide for a safer work environment, significantly reduce the construction duration / overall cost of the project.*

2. Do not authorize a full closure of Gilman Springs Road from SR60 to approximately 1.7 miles southerly of Alessandro Boulevard for the construction of street improvements from September 15, 2013 to November 15, 2013. Do not authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues. *This alternative will result in an unsafe work environment, significantly delay the completion of the project, and increase the overall cost of the improvements.*

FISCAL IMPACT

Costs associated with this closure will be shared by the County and City through the cooperative project for Gilman Springs Road. There will be no impact to the General Fund.

CITY COUNCIL GOALS

Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work, and visit the City of Moreno Valley.

NOTIFICATION

The contractor will be required to provide notification to all impacted agencies and / or businesses including the Post Office, Fire and Police Departments, Ambulance Services, Riverside Transit Agency, and Waste Management. Additionally, advanced notification will be provided to the public by special roadside signage indicating the dates and duration of the closure.

ATTACHMENTS

Attachment 1 – Road Closure Detour Map

Prepared By:
Eric Lewis, P.E., T.E.
City Traffic Engineer

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00210426

ATTACHMENT 1

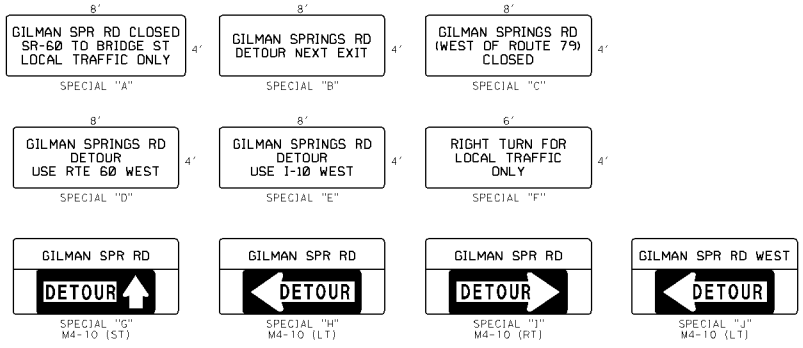

NOTES:

1. DEPLOY CHANGEABLE MESSAGE SIGN 14 DAYS PRIOR TO ROAD CLOSURE. SIGN SHOULD STATE CLOSURE DATES.

   LOCATION 1: GILMAN SPRINGS RD, SOUTH OF SR-60 FACING SOUTHBOUND TRAFFIC

   LOCATION 2: GILMAN SPRINGS RD, NORTH OF BRIDGE FACING NORTHBOUND TRAFFIC

   LOCATION 3: ALESSANDRO BLVD, WEST OF GILMAN SPRINGS RD, FACING EASTBOUND TRAFFIC

2. MINIMUM LETTER SIZE FOR SPECIAL SIGNS ON LOCAL STREETS SHALL BE 6 INCHES, SERIES C, BLACK LEGEND ON ORANGE BACKGROUND.
3. MINIMUM LETTER SIZE FOR SPECIAL SIGNS ON SR-79, I-10, SR-60 SHALL BE 10 INCHES, SERIES C, BLACK LEGEND ON ORANGE BACKGROUND.
4. EXACT SIGN LOCATION TO BE DETERMINED BY THE ENGINEER.
5. ALL SIGNS SHALL CONFORM WITH 2012 CA MUTCD.

CONSTRUCTION AREA SIGNS

SIGN No.	SIGN CODE	REMARKS	NUMBER OF SIGNS
A	SPECIAL "A"		16
B	SPECIAL "B"		1
C	SPECIAL "C"		1
D	SPECIAL "D"		2
E	SPECIAL "E"		4
F	SPECIAL "F"		1
G	SPECIAL "G"		7
H	SPECIAL "H"		4
I	SPECIAL "I"		4
J	SPECIAL "J"		1
GRAND TOTAL			41

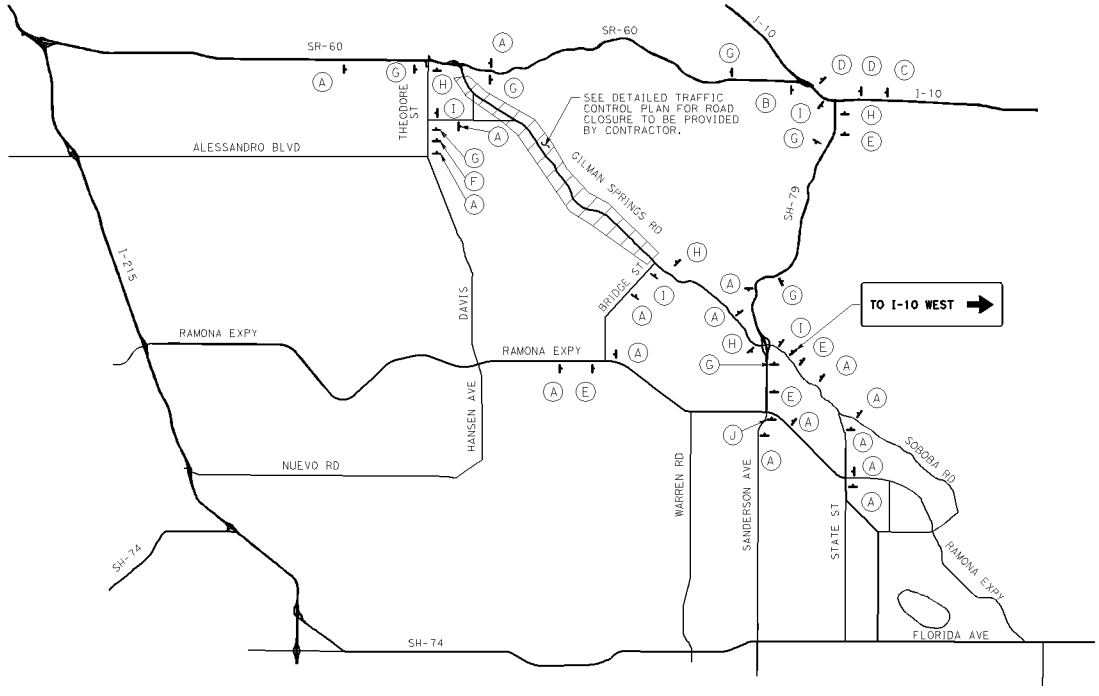

DESIGNED BY		SHEET No.
APPROVED BY: DENNIS ACUNA, No. 73905, PROFESSIONAL ENGINEER, STATE OF CALIFORNIA, CIVIL DENNIS ACUNA — DATE ASSOCIATE ENGINEER RIVERSIDE COUNTY TRANSPORTATION	**GILMAN SPRINGS RD** CURVE REALIGNMENT/SHOULDER WIDENING/RESURFACING PROJECT NO SCALE	**DE-1** SHEET 1 OF 1

REVISED 05/01/2013

RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3

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WO CO-0531

COUNTY FILE No.

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Item No. A.4

MV00210427

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MV00210428

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: July 9, 2013

TITLE: ANNUAL STATEMENT OF INVESTMENT POLICY

RECOMMENDED ACTION

Recommendation:

1. Adopt the Annual Statement of Investment Policy

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Finance Sub-committee of the City Council recommends that the City Council adopt the attached Annual Statement of Investment Policy.

BACKGROUND

In response to the Orange County bankruptcy and investment problems and in order to deal with tightening regulations and controls over local investment of public funds, Senate Bills 866 and 564 were signed into law and became effective January 1, 1996, creating California Government Code Sections 53601 and 53646, respectively. California Government Code Section 53601 delineates the types of investments allowed and defines various restrictions governing these investments. California Government Code Section 53646 originally required periodic review of the investment report and investment policy by the governing body of the local agency. However this section has since been amended to make these periodic reviews optional. The City's investment policy, originally adopted in December, 1996, is in full compliance with the requirements of both the above mentioned Code Sections in addressing: the types of investments allowed; the governing restrictions on these investments; the perfection of receipt through proper arrangements; and, the reporting and review requirements.

DISCUSSION

The City's Investment Policy calls for the policy to be reviewed and adopted by the City Council annually. The policy was last updated in April 2012. The policy was certified by both the Association of Public Treasurers of the United States and Canada (APT US&C) and the California Municipal Treasurer's Association in June 2012. The City of Moreno Valley is the first recipient of the certification awarded by the California Municipal Treasurer's Association.

The Investment Policy has been reviewed by both staff and the Chandler Asset Management who act as the City's investment management firm. Based on this review there are no suggested changes for this year.

The attached Statement of Investment Policy is prepared in compliance with California Government Code Section 53646. All the investments contained within the portfolio are in full compliance with this Investment Policy.

ALTERNATIVES

1. Adopt Annual Statement of Investment Policy.

2. Do not adopt Annual Statement of Investment Policy and provide staff with additional direction.

FISCAL IMPACT

There is no fiscal impact

CITY COUNCIL GOALS

Revenue Diversification and Preservation. Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services.

SUMMARY

California Government Code Sections 53601 and 53646, respectively delineate the types of investments allowed and defines various restrictions governing these investments and suggest a periodic review of the investment report and investment policy by the governing body of the local agency. The City's Investment Policy has established a review process whereby the Council reviews and adopts the policy annually. The policy identifies allowable investments, the reporting process related to the investments, safekeeping measures in maintaining assets and the roles of staff in the management of the investment program.

ATTACHMENTS

Attachment 1 – Investment Policy

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00210432

INVESTMENT POLICY

PURPOSE: The City Council of the City of Moreno Valley (City) and its related authorities and agencies recognizes its responsibility to properly direct the investments of funds under its care. It is the purpose of this policy to provide guidelines for the prudent investment of unexpended funds in a manner which allows for maximum security, while at the same time providing the best investment return to meet the daily cash flow demands of the City, and conform to all applicable statutes pertaining to the investment of public funds. In instances in which the Policy is more restrictive than Federal or State law, the Policy supersedes.

I. Scope

A. Investments for the City and its related authorities and agencies will be made on a pooled basis including the City of Moreno Valley the City of Moreno Valley Housing Authority, the Moreno Valley Community Services District, the Moreno Valley Public Facilities Financing Corporation, the Moreno Valley Public Financing Authority, and the Moreno Valley Industrial Development Authority. These funds are accounted for in the City's Comprehensive Annual Financial Report (CAFR) and include:

1. General Fund
2. Special Revenue Funds
3. Debt Service Funds
4. Capital Project Funds
5. Internal Service Funds
6. Agency Funds
7. Enterprise Funds

B. The City Council has the authority to allow investments that do not follow this policy as long as such investments are recommended by the City Manager and City Treasurer, and expressly authorized by the City Council.

C. At the time this policy is adopted, the portfolio may hold investments which were made in the past and in accordance with previous policies and existing State law, but do not meet the provisions of this policy. These past investments are grandfathered as permissible investments. The City may choose to hold these investments until maturity; however, their maturity cannot be extended without the expressed authorization of the City Council.

D. Funds excluded from this policy

1. **Bond Proceeds.** Proceeds of debt issuance shall be invested in accordance with the City's general investment philosophy as set forth in this policy. The overriding policy for the investment of bond proceeds will be dictated by the bond documents governing such funds as long as the documents are approved by the City Council or related governing board.

2. **Deferred Compensation Plans.** Investments related to the City's deferred compensation plans are not subject to this policy since third-party administrators manage them and the individual plan participant's direct investment and mutual fund selection. Deferred compensation plans must be approved by the City Council.

II. Prudence

A. Prudent Investor Standard: Management of the City's investments is governed by the Prudent Investor Standard as set forth in the California Government Code 53600.3:

> "…all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter

are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law."

B. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

III. Objectives

A. The City's investment philosophy sets the tone for its policies, practices, procedures and objectives that control the investment function. The investment of funds will be guided by the primary objectives of safety, liquidity and a reasonable market rate of return.

1. **Safety** – Safety of principal is the foremost objective of the investment program. The City will undertake investments in a manner that ensures the preservation of capital in the portfolio taken as a whole.

2. **Liquidity** – The City will maintain sufficient cash and short-term investment instruments which, together with projected revenues, will provide sufficient liquidity so that the City will be able to meet all operating requirements which might be reasonably anticipated including an amount to cover reasonably estimated contingencies.

3. **Reasonable market rate of return (Yield)** – The City's investment portfolio will be designed with the objective to attain a benchmark rate of return throughout budgetary and economic cycles, commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio.

B. The investment function will have the ongoing objectives of: assuring compliance with Federal, State and local laws governing the investment of public funds, maintaining reserves for long-term projects and contingencies, and establishing quality standards and limits related to the type of investments made and with which institutions investments are placed.

IV. Delegation of Authority

A. The City of Moreno Valley Municipal Code specifies that the City Council will appoint the City Treasurer. By resolution, the City Council has appointed the Financial & Administrative Services Director to serve as the City Treasurer. The Treasurer serves as the chief investment officer for the City and is authorized to invest or deposit the City's funds in accordance with this policy, California Government Code Sections 53600 and 53630 et seq., and all other related Federal and State laws. The City Treasurer also serves as the Treasurer for the City of Moreno Valley Housing Authority, the Moreno Valley Public Financing Authority, the Moreno Valley Public Facilities Financing Corporation, the Moreno Valley Community Services District and other related City entities. In the absence of the City Treasurer, and unless otherwise delegated, the Treasury Operations Division Manager/Assistant City Treasurer will serve as the Acting Treasurer. The City Treasurer may appoint

deputy treasurers to act on behalf of the City. The City Treasurer will provide written authorization in delegating any of his/her authority.

B. The City Manager will provide periodic oversight to the investment function which includes but is not limited to reviewing monthly investment reports issued by the City Treasurer.

C. The City Council's primary responsibilities over the investment function include approving the Investment Policy, annually reviewing such policy, reviewing monthly investment reports issued by the Treasurer, authorizing bond documents and other unique financing transactions, and authorizing any deviations from the City's investment policies.

D. The Finance Sub-Committee of the City Council will provide oversight to the investment function through the periodic review of the investment report at their committee meetings.

E. The City may engage the services of one or more external investment managers to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940.

V. Investment Procedures

A. The City Treasurer shall establish internal procedures for the operation of the investment program consistent with this policy. These procedures shall include, but are not limited to, the following items:

1. Safekeeping
2. Master repurchase agreements
3. Wire transfer agreements
4. Collateral/Depository agreements
5. Broker/Dealer relationships

B. Cash handling and cash management are integral components of an effective investment management program. In keeping with the Administrative Policy on Cash Control, the aforementioned procedure manual shall include references to the following:

1. Cash collection practices
2. Depository practices
3. Cash flow issues
4. Cash flow projections
5. Anti-theft/Anti-fraud practices
6. Banking agreements
7. Accounting practices

C. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City Treasurer.

D. Allocation of Pool Interest

1. All interest earnings related to the investment pool will be allocated to the General Fund unless specifically directed by Federal or State statute, City Council directive or contractual agreement.

2. The allocation methodology will be maintained by the City Treasurer.

VI. Ethics and Conflict of Interest

A. All officials, staff members and consultants, involved in the investment functions will refrain from personal business activity that could conflict with the execution of the investment function or which may impair their ability to make impartial investment decisions. Officials, staff members, and consultants, will disclose to the City Manager any financial interests with a financial institution, provider, dealer or broker that conducts business with the City.

B. Officials, staff members and consultants will further disclose any personal financial positions that could be related to the City's cash and investment portfolio.

C. All bond issue participants, including but not limited to, underwriters, bond counsel, financial advisors, brokers and dealers will disclose any fee sharing arrangements or fee splitting to the City Manager prior to the execution of any transactions. The providers must disclose the percentage share and approximate dollar amount share to the City prior to the execution of any transactions.

VII. Investment Controls

A. The City Manager shall oversee and ensure that the City Treasurer implements and maintains a system of internal investment controls and segregated responsibilities of the investment function in order to prevent the following:

1. Fraud
2. Theft
3. Loss of principal
4. Loss of control over funds
5. Inaccurate reporting
6. Negligence
7. Over-reliance on a single employee for investment decisions

B. Internal controls should include but are not limited to (for a more specific list of internal controls see the investment management plan):

1. Segregation of duties (e.g., the purchaser of investments is different than the person recording the transaction)
2. Reconciliation of investment report and cash balances
3. Dual authorization of transactions

C. An external auditor will review the investment program annually in order to provide reasonable assurance that policy and procedures are complied with.

VIII. Authorized Financial Dealers and Institutions

A. The City Treasurer will obtain financial information from qualified institutions to determine if the institution markets in securities appropriate to the City's needs, can assign qualified sales representatives, and can provide written agreement to abide by the conditions set forth in the City of Moreno Valley Investment Policy.

B. The City Treasurer will maintain a list of financial institutions and broker/dealers authorized to provide investment services to the City who are authorized to provide investment services in the State of California. An eligible designation does not guarantee that the City will do business with the firm or institution.

C. The following criteria will be used in determining investment providers

1. Broker/Dealers: The purchase by the City of any investment other than those purchased directly from the issuer shall be purchased from a broker/dealer firm designated as a "Primary Government Dealer" by the Federal Reserve Bank of New York or a regional dealer that qualifies under SEC Rule 15C3-1 (uniform net capital rule).

2. Banks: The City shall purchase securities from banks which meet all of the following criteria:

a. Nationally or State chartered banks
b. Registered as investment securities dealers with the Securities and Exchange Commission
c. Independently rated "A" or higher by two nationally recognized statistical ranking organizations

3. Investment Bankers, Underwriters and Financial Advisors: The purchase by the City of any investments from these providers in the course of completing a bond transaction must be expressly authorized by the City Council after such a provider discloses their commission, spread or fee in approximate dollar amount. Otherwise, the acquisition of such investments must be procured from the broker/dealers customarily used by the City.

4. The Federal Reserve Bank: Direct purchases of Treasury bills, notes and bonds from the U.S. Federal Reserve Banks branches are allowed and are exempt from quality requirements.

D. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must provide the following information to the City Treasurer:

1. A completed City of Moreno Valley Broker/Dealer Questionnaire
2. Audited financial statements
3. Proof of Financial Industry Regulatory Authority (FINRA) certification
4. Trading resolution
5. Proof of state registration
6. Certification of having read and willingness to comply with City's investment policy.

E. The City Treasurer will conduct an annual review of the financial condition and registrations of brokers/dealers on the City's approved list.

F. A current audited financial statement is required to be on file for each financial institution and broker/dealer in which or with which the City invests.

G. Certificates of deposit will not be placed with an institution once it has received a Cease and Desist order from any bank regulatory agency.

IX. Authorized and Suitable Investments (with quality and limitation guidelines)

A. The California Government Code sections 53600 et seq. governs the allowable investments into which a local government agency can enter. These Government Code sections also stipulate as to the portfolio percentage limits and investment quality standards for some but not all permitted investments. The Government Code sections provide a starting point for establishing the City quality standards, percentage limits and maturity levels. Should the Government Code become more restrictive than this policy, the Government Code restrictions shall prevail.

INVESTMENT POLICY

B. Whenever a maximum allowable percentage of the portfolio is stipulated for any type of security as detailed below, the limit or maximum allowable is determined by the portfolio size or composition at the close of the date on which the security is purchased.

C. Following is a table summarizing allowable investments for the City. This table summarizes and is consistent with California Government Code Sections 53600 and 53630 et seq.

INVESTMENT TYPE	MAXIMUM MATURITY	MAXIMUM SPECIFIED % OF PORTFOLIO	MINIMUM QUALITY REQUIREMENTS
Local Agency Bonds	5 years	— none —	— none —
U.S. Treasury Obligations	5 years	— none —	— none —
State Obligations —CA and Others	5 years	— none —	— none —
CA Local Agency Obligations	5 years	— none —	— none —
U.S Agency Obligations	5 years	— none —	— none —
Bankers' Acceptances	180 days	40%	— none —
Commercial Paper —Select Agencies	270 days	25% of the agency's invested funds	"A-1/P-1/F-1"; if the issuer has issued long-term debt it must be rated "A" without regard to modifiers
Commercial Paper —Other Agencies	270 days	40% of the agency's invested funds	A-1/P-1/F-1"; if the issuer has issued long-term debt it must be rated "A" without regard to modifiers
Negotiable Certificates of Deposit	5 years	30%	— none —
CD Placement Service	5 years	30%	— none —
Repurchase Agreements	1 year	— none —	— none —
Reverse Repurchase Agreements and Securities Lending Agreements	92 days	20% of the base value of the portfolio	— none —
Medium-Term Notes	5 years	30%	"A" rating
Mutual Funds and Money Market Mutual Funds	n/a	20%	Multiple
Collateralized Bank Deposits	5 years	— none —	— none —
Mortgage Pass-Through Securities	5 years	20%	"AA" rating
Bank/Time Deposits	5 years	— none —	— none —
County Pooled Investment Funds	n/a	— none —	— none —
Joint Powers Authority Pool	n/a	—none —	Multiple
Local Agency Investment Fund (LAIF)	n/a	— none —	— none —

D. Investment Pools: A thorough investigation of an Investment Pool account is required prior to investing, and on a continual basis. The investigation must include information, if available, on the following items before investing:

1. A description of eligible investment securities, and a written statement of investment policy.
2. A description of interest calculations and distribution and how gains and losses will be treated.
3. A description of how the securities are safeguarded (including the settlement process), and how often the securities are priced and the program audited.

4. A description of who may invest in the program, how often and what is the allowable size of deposits and withdrawals, and any limitations as to number of transactions.
5. A schedule for receiving statements and portfolio listings.
6. Are reserves, retained earnings, etc. utilized by the pool?
7. Is the pool eligible for bond proceeds and/or will it accept such proceeds?

E. Repurchase Agreements are legal and authorized by policy. In order to invest in repurchase agreements the City must obtain a signed Master Repurchase Agreement from the participating bank or broker/dealer.

F. Prohibited Investment Transactions and Derivatives:

1. The Government Code specifically prohibits certain types of investment instruments for municipalities. In addition to those prohibitions, the following investments are not permitted:

a. Reverse Repurchase Agreements
b. Financial futures or financial option contracts
c. Security lending

2. Additionally the City shall not invest in any security that could result in zero interest accrual if held to maturity.

3. Due to the complexity of the securities market and ever-changing market conditions, it is difficult to define derivatives and specifically prohibit their acquisition. Therefore, the City desires to limit the potential risk of derivatives by specifically prohibiting the most common types of derivatives with certain market exposures. These prohibited derivatives include but are not limited to: inverse floaters, interest only securities derived from mortgages, residual securities, structured notes, forward based derivatives, forward contracts, forward rate agreements, futures contracts, interest rate futures contracts, foreign currency futures contracts, option based derivatives, option contracts, interest rate caps, interest rate floors, swap contracts, interest rate swaps, interest rate collars, foreign currency swaps, cross currency exchange agreements, fixed rate currency swaps, basis swaps, equity swaps, fixed rate equity swaps, floating rate equity swaps and commodity swaps.

4. Leveraging

a. The City may not purchase investments on a margin or through a margin account.

b. The General Portfolio may not be leveraged by more than 30% through the issuance of tax and revenue anticipation notes (TRANS). The proceeds of any TRANS issue are to be invested in accordance with the guidelines in this policy, with investment maturities not to exceed the life of the TRANS.

c. The City may not leverage its investments through the use of reverse repurchase agreements.

X. Collateralization

A. Bank Deposits: Under provisions of the Government Code, California banks and savings and loan associations are required to secure the City's deposits by pledging government securities with a value of 110% of principal and accrued interest. State law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of the City's total deposits.

B. Certificates of Deposit:

1. The market value of securities that underlay certificates of deposit shall be valued at 110% of the market value of principal and accrued interest.

2. The City Treasurer, at his/her discretion may waive the collateral requirement for deposits up to the maximum dollar amount which are covered by the Federal Deposit Insurance Corporation.

C. Repurchase Agreements

1. The market value of securities that underlay certificates of deposit shall be valued at 102% of the market value of principal and accrued interest.

2. The value shall be adjusted no less than weekly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back to 102% no later than the next business day.

D. A clearly marked evidence of ownership, safekeeping receipt, must be supplied to the City and retained.

E. The City chooses to limit collateral to US Treasuries.

F. Collateral will always be held by an independent third-party with whom the entity has a current written custodial agreement.

G. The right of collateral substitution is granted based on the approval of the City Treasurer and City Manager.

XI. Safekeeping, Custody and Competitive Bids

A. Third-party safekeeping is required for all investments. Securities may be maintained by a banking institution or a broker/dealer firm for safekeeping as long as the securities are held in the City's name.

B. Third-party safekeeping arrangements will be approved by the City Treasurer and will be corroborated by a written custodial agreement.

C. All investment transactions of the City will be conducted using standard delivery vs. payment (DVP) procedures.

D. All securities held by the safekeeping custodian on behalf of the City shall have the City of Moreno Valley as the registered owner, and all interest and principal payments and withdrawals shall indicate the City of Moreno Valley as the payee.

E. All bank deposits will be FDIC insured or deposited with institutions that comply with the State collateral requirements for public funds.

F. Securities used as collateral for repurchase agreements with a maturity from one to seven days can be held in safekeeping by a third party bank trust department or by the broker/dealer's safekeeping institution, acting as the agent for the City, under the terms of a custody agreement executed by the selling institution and by the City specifying the City's "perfected" ownership of the collateral.

G. All investment transactions shall be conducted on a competitive basis with quotes from a minimum of three brokers or financial institutions when possible.

XII. Diversification and Credit Risk Management

A. Investments contained within the portfolio will be diversified by security type, institution and maturity.

B. The diversification requirements included in Section IX are designed to mitigate credit risk in the portfolio.

C. No more than 5% of the total portfolio may be invested in securities of any single issuer, other than the US Government, its agencies and instrumentalities.

D. The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity or yield of the portfolio in response to market conditions or City's risk preferences; and,

E. If securities owned by City are downgraded by any nationally recognized statistical ratings organization to a level below the quality required by this Investment Policy, it shall be the City's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.

1. If a security is downgraded, the City Treasurer will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.

2. If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the City Council.

XIII. Maximum Maturities

A. The City Treasurer will maintain sufficient liquidity in cash and short-term investments, which together with projected revenue receipts will meet the cash flow requirements of the City for the upcoming six months.

B. The City will not directly invest in securities maturing more than five years away from the settlement date. In any case, where a cash flow is matched with an investment which exceeds the five year limit, the investment must be approved by the City Council.

C. The average weighted maturity of the general portfolio shall not exceed 3 years. The general portfolio does not include bond proceeds or deferred compensation funds.

D. To the extent possible, longer-term investment maturities will be spaced so that a portion of such investments mature each year to cover unanticipated emergencies.

XIV. Performance Standards

A. The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints.

B. The investment performance objective for the portfolio shall be to earn a total rate of return over a market cycle which is approximately equal to the return on a market benchmark Index of similar securities, as determined by the City Treasurer.

C. Market Return (Benchmark): The City's investment strategy is active. Given this strategy, the basis used by the Treasurer to determine whether market return is being achieved shall be to identify a benchmark which reflects a portfolio structure that is comparable to the City's portfolio. *An example as it pertains to the long term portion of the portfolio would be the Bank of America Merrill Lynch Index of 1to 5 Year Government securities.*

XV. Reporting

A. The City Treasurer will provide a monthly report to the City Manager and City Council which will include the following information by security held at the end of the reporting period:

1. Investment Type
2. Issuer
3. Maturity Date
4. Par Value
5. Market Value
6. Book Value
7. Weighted Average Maturity
8. Source of Market Valuation
9. Monies maintained within the treasury
10. Funds, investments and loans that are under the management of contracted parties

B. Quarterly, and within 60 days of the completion of the quarter, the City Treasurer will submit a report to the City Council in open public meeting with the same investment information provided to the City Manager and City Council on a monthly basis with the addition of the following data:

1. A description of the compliance with the statement of investment policy, or manner in which the portfolio is not in compliance.

2. A statement denoting the ability of the City to meet cash flow requirements for the next six months, or provide an explanation as to why sufficient money shall, or may, not be available.

XVI. Investment Policy Adoption

A. Annually, the City Treasurer will render to the City Council a Statement of Investment Policy, including any changes or revisions, to be reviewed and approved at a public meeting.

XVII. Record Retention

A. The following investment or cash management documents will be maintained in accordance with Chapter 2.60 of Title 2 of the City of Moreno Valley Municipal Code:

1. Investment Reports and supporting documentation
2. Third-party statements of assets held
3. Investment permanent files
4. Market pricing documentation

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: July 9, 2013 (Continued from June 25, 2013)

TITLE: APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY

RECOMMENDED ACTION

Recommendation:

1. Approve Resolution No. 2013-48 amending the Electric Rates for Moreno Valley Utility. A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates, and Electric Service Rules, Fees, and Charges for Moreno Valley Utility.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

On July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges for the City of Moreno Valley's Electric Utility, or Moreno Valley Utility (MVU). Electric Rule 12 entitled "Rates and Optional Rates" of that document states that the rates to be charged by and paid to the City's utility for electric service will be the rates legally in effect and on file with the Electric Utility Division, Department of Public Works. At its meeting on December 9, 2003, the City Council approved Ordinances 650 and 651 providing for the establishment and adjustment of electric rates by resolution.

DISCUSSION

Consistent with Ordinances 650 and 651, the resolution considered in this action amends MVU's Electric Rates. A complete copy of the proposed *Electric Rates* document is available for review in the Public Works Department, Electric Utility Division office. To ensure the City's rates are just and reasonable and to ensure that the City's rates are set at a level sufficient to cover the utility's costs, it will be necessary for the City Council to approve an adjustment of the rates that MVU charges customers for service from time to time. Due to the structure of MVU's rates, the customer's usage will ultimately determine the impact of this proposed rate adjustment on their monthly bill.

For example, the proposed rate adjustment considered in this council action will affect a residential customer who uses 600 kWh in a month differently than a customer who uses 1000 kWh in a month. The proposed rate changes considered in the council action will result in an increase of MVU's rate schedules for both the summer season and winter season. Pursuant to MVU's rates, the summer season begins at 12:00 am on the first Sunday in June and continues until 12:00 am on the first Sunday in October. The winter season begins at 12:00 am on the first Sunday in October, and continues until 12:00 am on the first Sunday in June of the following year. In other words, there are four months in the summer season, and eight months in the winter season.

If the City Council approves the proposed rate adjustments, the impact to each class of customers is described in the tables below:

Average Residential Schedule A	SUMMER		WINTER	
600 kWh usage	-$0.62	-0.72%	-$4.46	-3.81%
1,000 kWh usage	-$8.74	-4.26%	-$12.58	-4.93%

Average Small Commercial Schedule B	SUMMER		WINTER	
2,978 kWh usage	-$129.48	-23.45%	-$17.96	-3.93%

Average Large Commercial Schedule C	SUMMER		WINTER	
24,531 kWh usage, Demand of 100 kW	-$54.76	-0.93%	-$55.15	-1.60%

Average Large Commercial, TOU Schedule TOU-LGS	SUMMER		WINTER
386,896 kWh usage, Demand of 865 kW	$1,041.88	1.46%	

392,333 kWh usage, Demand of 666 kW		$917.68	2.44%

Average Traffic Controller Schedule TC-1	SUMMER		WINTER	
364 kWh usage	-$0.31	-0.48%	-$0.31	-0.48%

Average Streetlight	SUMMER		WINTER	
Schedule SL-1 9,500 Lumen (973 lights)	-$1,119.88	-8.54%	-$1,119.88	-8.54%
Schedule SL-1 22,000 Lumen (317 lights)	-$297.00	-5.33%	-$297.00	-5.33%
Schedule SL-2 27,500 Lumen (139 lights)	-$282.97	-16.82%	-$282.97	-16.82%
Schedule SL-3 (per lamp)	-$18.37	-3.93%	-$18.37	-3.93%

If approved by the City Council, these changes will become effective at 12:00 a.m. on July 10, 2013.

Pursuant to Section 5 of the Professional Services Agreement by and between the City of Moreno Valley and ENCO Utility Services Moreno Valley, LLC, the City is obligated to adjust its rates from time to time so that the City's electric rates remain roughly equivalent to the otherwise applicable investor owned utility rate schedules. This council action will true-up MVU's rates to comply with this obligation. If adopted, the net impact upon MVU customers will be a decrease in rates.

ALTERNATIVES

1. Approve proposed resolution amending the Electric Rates and Rules for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *The amendment of the Electric Rates will allow the City's utility to recover its costs for service, and to offer competitive rates.* Staff recommends this alternative.

2. Do not approve proposed resolution amending the Electric Rates for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *This would restrict the City's utility in its ability to recover utility costs, and also its ability to offer competitive rates.* Staff does not recommend this alternative.

FISCAL IMPACT

As rates are adjusted, revenues will reflect the adjustments. Utility revenues are projected to decrease if the proposed changes are adopted by the City Council.

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:
The municipal electric utility will generate revenues to provide funding for City programs and services over time. These revenues will help achieve important financial goals of the City.

POSITIVE ENVIRONMENT:
The proposed rate adjustments ensures timely changes to the rates of the City's utility, and helps to create a positive environment for promoting economic development within the community. The City of Moreno Valley electric utility will be able to offer competitive rates and will help the City to attract and retain businesses.

NOTIFICATION

Posting of the Agenda.

ATTACHMENTS

Attachment 1 – Proposed Resolution
Attachment 2 – Proposed Electric Rates

Prepared By:
Jeannette Olko
Electric Utility Division Manager

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY

WHEREAS, the City of Moreno Valley (the "City"), a municipal corporation, is authorized pursuant to Article XI, Section 9(a) of the California Constitution to establish, purchase, and operate public works to furnish its inhabitants with light, water, power, heat, transportation, or means of communication; and

WHEREAS, on June 26, 2001, the City Council of the City of Moreno Valley approved Resolution No. 2001-33 and, as amended by Resolution 2002-46, authorized the formation of a municipally owned utility for the purpose of providing electrical power, storm water, telephone telecommunications, cable TV, water, natural gas, and sanitary sewer; and

WHEREAS, on July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges document for Moreno Valley Utility which states, in part, that the rates to be charged by and paid to the City for electric service will be the rates legally in effect and on file with the City Council; and

WHEREAS, there are sections of the Electric Service Rules, Fees and Charges document that contain rules which define the terms and conditions under which electric service will be provided to the customer; and

WHEREAS, there are rules, fees, charges, and rates associated with providing the services identified in the document. These rules, fees, charges, and rates are deemed necessary and equitable for services rendered and are required to fund in whole or in part, all of the services required to facilitate the delivery of electric distribution pursuant to the rules; and

WHEREAS, Urgency Ordinance No. 651 was adopted by the City Council on December 9, 2003, allowing for the adoption of rates by resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The City Council hereby adopts the amended Moreno Valley Utility Electric Rates as on file in the Public Works Department.

APPROVED AND ADOPTED this 9th day of July, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-48 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 9th day of July, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00210450

Moreno Valley Utility

Electric Rates

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SCHEDULE A – RESIDENTIAL SERVICE

Applicability

Applicable to electric service for residential uses.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Basic Charge - $/Day	
Single-Family Residence	$ 0.030
Multi-Family Residence	$ 0.023
Energy Usage Charge - $/kWh	
Summer:	
Tier 1 -Baseline Quantities, all kWh, per kWh	$ 0.11534
Tier 2 – 101% to 130% of Baseline	$ 0.14661
Tier 3 – 131% to 200% of Baseline	$ 0.25903
Tier 4 – 201% to 300% of Baseline	$ 0.29903
Tier 5 – All excess kWh, per kWh	$ 0.29903
Winter	
Tier 1 -Baseline Quantities, all kWh, per kWh	$ 0.11534
Tier 2 – 101% to 130% of Baseline	$ 0.14661
Tier 3 – 131% to 200% of Baseline	$ 0.25903
Tier 4 – 201% to 300% of Baseline	$ 0.29903
Tier 5 – All excess kWh, per kWh	$ 0.29903
Public Purpose Programs	
All kWh per kWh	$0.01314
Monthly Minimum Charge:	$10.00

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Baseline Rates: Baseline rates are applicable only to separately metered residential use.

2. Baseline Quantities: The residential allocation shall be 16.0 kWhs per day in the Summer season and 10.5 kWhs per day in the Winter season.

3. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on the first Sunday in June and will continue until 12:00 a.m. of the first Sunday in October each year. The Winter season begins at 12:00 a.m. on the first Sunday in October and continues until 12:00 a.m. on the first Sunday in June of the following year.

4. Voltage: Service will be supplied at one standard voltage.

5. For the purposes of applying the Basic Charge, the following definitions shall be used:

   Single-Family Residence - A building of single occupancy which does not share common walls, floors, or ceilings with other residential dwelling units.

   Multi-Family Residence - Apartments, mobile homes, condominiums, townhouses, or a building of multiple occupancy which shares common walls and /or floors and ceilings with other residential dwelling units.

6. Medical Baseline Allocation: Upon application and acceptance of a certification from a medical doctor or osteopath licensed to practice medicine in California, eligible residential customers are provided a standard year-round medical baseline allocation of 16.5 kWh per day in addition to the applicable baseline allocation for the season.

	Regular Baseline Daily kWh Allocation	Additional Medical Baseline Daily kWh Allocation	Total Baseline Daily kWh Allocation
Summer	16.0	16.5	32.5
Winter	10.5	16.5	27.0

   Medical Baseline Allocation Eligibility:

   a) Regular use in the customer's home of one or more medical life-support devices essential to maintain the life of a full-time resident of the household; and/or
   b) A full-time resident of the household is: a paraplegic, hemiplegic, quadriplegic, multiple sclerosis or scleroderma patient, being treated for life-threatening illness, and/or has a compromised immune system.

Life support devices are those devices or equipment that utilize mechanical or artificial means to sustain, restore or supplant a vital function, or mechanical equipment relied upon for mobility both within and outside of buildings.

Life-support devices include:

Aerosol Tent	Ultrasonic Nebulizer
Pressure Pad	Electrostatic Nebulizer
Apnea Monitor	Inhalation Pulmonary Pressure
Pressure Pump	Breather Machine (IPPB)
Compressor	Iron Lung
Concentrator	Dialysis Machine
Respirator (all types)	Hemodialysis Machine
Electronic Nerve Stimulator	Motorized Wheelchair
Suction Machine	Oxygen Generator

Applying for the Medical Baseline Allocation

1. Request application from Moreno Valley Utility by telephone, mail or in person
2. Complete application.
3. The patient's physician will need to fill out the required information on the application and sign it certifying the medical need.
4. The customer can mail or bring the application to Moreno Valley Utility's offices
5. Once the application is reviewed and approved, the Medical Baseline Allocation will be effective on the next regular electric billing.
6. Applications must be renewed every two years.

7. Low Income Program - A low-income assistance discount program is offered under this standard residential rate. To be considered for this discount, an application must be filed with Moreno Valley Utility. To be eligible for this discount, the income of the customer, including all members of the household, must meet the income levels of the program and can be no more than 200% of Federal Poverty Guidelines. Under this program a discount for qualified low-income residents of 20% is provided on monthly energy charges. Discount applies to energy charges only. The customer charge, public purpose charge, service fees and all taxes are calculated at the standard rates.

SCHEDULE B – GENERAL SERVICE

Applicability

Applicable to nonresidential electric service for all types of uses including lighting and power. Customers whose monthly maximum demand is expected to exceed 20 kW, or has exceeded 20 kW in any three months during the preceding 12 months, are ineligible for service under this schedule.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge - $/Day	
Single-Phase Service	$ 0.836
Polyphase Service	$ 0.058
Energy Usage Charge - $/kWh	
Summer, all kWh, per kWh	$ 0.15305
Winter, all kWh, per kWh	$ 0.12305
Public Purpose Programs	
All kWh per kWh	$0.01327
Monthly Minimum Charge:	$10.00

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on the first Sunday in June and will continue until 12:00 a.m. on the first Sunday in October each year. The Winter season begins at 12:00 a.m. on the first Sunday in October and continues until 12:00 a.m. on the first Sunday in June of the following year.

2. Voltage: Service will be supplied at one standard voltage.

SCHEDULE C – LARGE GENERAL SERVICE

Applicability

Applicable to nonresidential electric service for all types of uses including lighting and power where the customer's monthly maximum demand is expected to exceed 20 kW or has exceeded 20 kW in any of the 3 months during the preceding 12 months.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge - $/Meter/Month – Single Phase	$177.08	
Polyphase	$189.25	
Energy Usage Charge - $/kWh		
Summer, all kWh, per kWh	$ 0.06951	
Winter, all kWh, per kWh	$ 0.06051	
Demand Charge- $/kW	Summer	Winter
Facilities Related Demand Charge, per kW	$12.71	$12.71
Time Related Demand Charge, per kW	$20.64	$0.00
Public Purpose Programs		
All kWh per kWh	$ 0.01230	
Monthly Minimum:	$10.00	

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Summer and Winter Seasons are defined as follows:

   The Summer season begins at 12:00 a.m. on the first Sunday in June and will continue until 12:00 a.m. on the first Sunday in October of each year. The Winter season begins at 12:00 a.m. on the first Sunday in October and continue until 12:00 a.m. on the first Sunday in June of the following year.

2. Voltage: Service will be supplied at one standard voltage.

3. Billing Demand: The Billing Demand shall be the kilowatts of Maximum Demand, determined to the nearest kW. The Billing Demand shall be the greater of the kilowatts of Maximum Demand recorded (or established for) the monthly billing period or 50% of the highest Maximum Demand established in the preceding eleven months (Ratcheted Demand).

4. Maximum Demand: The maximum demand in any month shall be the measured maximum average kilowatt input, indicated or recorded by instruments to be supplied by the City, during any 15-minute metered interval in the month.

5. Voltage Discount: The monthly Facilities Related Demand Charge will be reduced by 23.3% for service delivered and metered at voltages of 4 kV through 12 kV. The energy charge will be reduced by $.00074 per kWh for service delivered and metered at voltages of 2 kV through 12 kV.

6. Excess Transformer Capacity: Excess Transformer Capacity is the amount of transformer capacity requested by a customer in excess of that which the City would normally install to serve the customer's Maximum Demand. Excess Transformer Capacity shall be billed at the amount shown in the rates section above.

7. Power Factor Adjustment: When Maximum Demand has exceeded 200 kW for three consecutive months, kilovar metering will be installed as soon as practical, and thereafter, until the Maximum Demand has been less than 150 kW for twelve consecutive months, the billing will be adjusted each month for power factor.

   a. Adjustment Rate:
      i. For service delivered and metered at voltages 12 kV or less, the billing will be increased by $0.27 per kilovar of maximum reactive demand.

   b. Determining the Reactive Demand:
      i. Service delivered and metered at voltages of 4 kV or greater:
         1. The maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15-minute metered interval in the month. The kilovars shall be determined to

the nearest unit. A device will be installed on each kilovar meter to prevent reverse operation of the meter.

ii. Services delivered and metered at voltages less than 4 kV:

1. For customers with metering used for billing that measures reactive demand, the maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15-minute metered interval in the month. The kilovars shall be determined to the nearest unit. A device will be installed on each kilovar meter to prevent reverse operation of the meter.

2. For customers with metering used for billing that measures kilovar-hours instead of reactive demand, the kilovars of reactive demand shall be calculated by multiplying the kilowatts of measured maximum demand by the ratio of the kilovar-hours to the kilowatt-hours. Demands in kilowatts and kilovars shall be determined to the nearest unit. A ratchet device will be installed on the kilovar-hour meter to prevent its reverse operation on leading power factors.

SCHEDULE SL – STREET LIGHTING SERVICE

MVU OWNED SYSTEM

Applicability

Applicable to un-metered service for the lighting of streets and highways where MVU owns and maintains the street lighting equipment and associated facilities included under this schedule.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Energy Usage Charge - High Pressure Sodium Vapor Lamps

Basic Charge:

Initial Lumens	Wattage	All Night Service Monthly kWhs	**$/Lamp Monthly Charge**	**$/Lamp/Month Public Purpose Programs Charge**
9,500	100	40	$11.33	$0.31
16,000	150	67	$13.46	$0.51
22,000	200	85	$15.04	$0.66
27,500	250	108	$16.35	$0.83

Energy Usage Charge – Light Emitting Diode (LED) Lamps

Basic Charge:

Initial Lumens	Wattage	All Night Service Monthly kWhs	**$/Lamp Monthly Charge**	**$/Lamp/Month Public Purpose Programs Charge**
14,700	173	75	18.90	$0.61

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Maintenance shall include periodic inspection, renewal of lamps, cleaning of glassware, replacement of damaged glassware and lamps, and minor repairs to wiring and electrical appurtenances.

2. Hours of Service: Under MVU's standard all night operating schedule, approximately 4,140 hours of service will be furnished.

3. The developer shall install streetlights that will be served from MVU's underground system. These streetlights must be installed in accordance with MVU's specifications and the developer will deed such facilities to MVU.

4. Requirements and Restrictions:

    a. The applicant for street light service shall specify the lamp size and location of streetlights.

    b. Service shall not be furnished under this schedule where location, mounting height, or other considerations are unacceptable to the MVU.

    c. The installation of street lighting equipment and facilities hereunder is contingent upon the MVU obtaining easements, rights of way, and highway permits satisfactory to the MVU for the required poles, equipment, and facilities.

    d. In accordance with Rule No. 4, a written contract for a term of not less than one year is required in order to receive street light service under the provisions of this schedule.

    e. Should the applicant not commence using the street lighting in a bona fide manner within ninety (90) days after date of completion and installation of a street light or street lighting system requested by the applicant, the MVU will bill, and the applicant shall pay, the applicable lamp charge(s).

5. Liability of Utility: MVU shall not, by taking action pursuant to its tariffs, be liable for any loss, damage, or injury, established or alleged, which may result, or be claimed to result, therefrom.

SCHEDULE SL2 – STREET LIGHTING SERVICE

CUSTOMER OWNED AND MAINTAINED SYSTEM SCHEDULE (UNMETERED)

Applicability

Applicable to service for un-metered lighting of streets, highways, and directional highway signs served in conjunction with street and highway lighting, and other publicly operated automobile parking lots which are open to the general public, where the customer owns and maintains the street lighting equipment operated within the period from dusk to dawn.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Energy Usage Charge - High Pressure Sodium Vapor Lamps

Basic Charge:

Initial Lumens	Wattage	All Night Service Monthly kWhs	**$/Lamp Monthly Charge**	**$/Lamp/Month Public Purpose Programs Charge**
9,500	100	40	$ 4.99	$0.31
16,000	150	67	$ 6.62	$0.51
22,000	200	85	$ 7.76	$0.66
27,500	250	108	$ 9.21	$0.83

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Voltage: Service will be supplied at one standard voltage.

2. Requirements and Restrictions:

a. The applicant for street light service shall specify the lamp size and location of streetlights.

b. Service shall not be furnished under this schedule where location, mounting height, or other considerations are unacceptable to the MVU.

c. The installation of street lighting equipment and facilities hereunder is contingent upon the MVU obtaining easements, rights of way, and highway permits satisfactory to the MVU for the required poles, equipment, and facilities.

3. Liability of Utility: MVU shall not, by taking action pursuant to its tariffs, be liable for any loss, damage, or injury, established or alleged, which may result, or be claimed to result, therefrom.

SCHEDULE SL3 – STREET LIGHTING SERVICE
CUSTOMER OWNED SYSTEM SCHEDULE
(METERED)

Applicability

Applicable to service for metered lighting service of streets, highways, and directional highway signs served in conjunction with street and highway lighting, and other publicly operated automobile parking lots which are open to the general public, where the customer owns the street lighting equipment operated within the period from dusk to dawn.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge – Per meter per Month	$14.75
Energy Usage Charge - $/kWh	
All Year - all kWh, per kWh	$ 0.05525
Public Purpose Programs	
All kWh, per kWh	$0.00772

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Voltage: Service will be supplied at one standard voltage.

2. The customer will furnish and maintain all equipment beyond the meter.

SCHEDULE TC-1 – TRAFFIC CONTROL SERVICE

Applicability

Applicable to service for traffic directional sign or signal lighting service owned by governmental agencies and located on streets, highways and other publicly dedicated outdoor ways and places.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge – per Meter per Day	
Single-Phase Service	$ 0.546
Polyphase Service	$ 0.034
Energy Usage Charge - $/kWh	
All Year - all kWh, per kWh	$ 0.10740
Public Purpose Programs	
All kWh, per kWh	$0.01259

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Voltage: Service will be supplied at one standard voltage.

SCHEDULE TOU-LGS – TIME OF USE – LARGE GENERAL SERVICE

Applicability

Applicable to nonresidential electric service for all types of uses including lighting and power where the customer's monthly maximum demand is expected to exceed 500 kW or has exceeded 500 kW in any of the 3 months during the preceding 12 months.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge - $/Meter/Month	$580.50	
Energy Usage Charge - $/kWh		
Summer		
On-Peak	$ 0.12058	
Mid-Peak	$ 0.06805	
Off-Peak	$ 0.04436	
Winter		
Mid-Peak	$ 0.06951	
Off-Peak	$ 0.04939	
Demand Charge- $/kW	Summer	Winter
Facilities Related Demand Charge, per kW	$14.95	$14.95
Time Related Demand Charge, per kW		
On-Peak	$22.11	$0.00
Mid-Peak	$6.25	$0.00
Off-Peak	$0.00	$0.00
Public Purpose Programs		
All kWh per kWh	$ 0.01098	
Monthly Minimum :	See Condition #4	

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned

utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Time periods are defined as follows:

On-Peak:	Noon to 6:00 p.m. Summer weekdays except holidays
Mid-Peak:	8:00 a.m. to Noon and 6:00 p.m. to 11 p.m. Summer weekdays except holidays; 8 a.m. to 9 p.m. Winter weekdays except holidays
Off-Peak:	All other hours

   Holidays are defined as New Year's Day (January 1), Martin Luther King's Birthday (third Monday in January), Washington's Birthday (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veterans Day (November 11), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

   When any holiday listed above falls on Sunday, the following Monday will be recognized as an off-peak period. No change will be made for holidays falling on Saturday.

2. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on the first Sunday in June and will continue until 12:00 a.m. on the first Sunday in October of each year. The Winter season begins at 12:00 a.m. on the first Sunday in October and continue until 12:00 a.m. on the first Sunday in June of the following year.

3. Voltage: Service will be supplied at one standard voltage.

4. Billing Demand: The Billing Demand shall be the kilowatts of Maximum Demand, determined to the nearest kW. The Billing Demand shall be the greater of the kilowatts of Maximum Demand recorded (or established for) the monthly billing period or 50% of the highest Maximum Demand established in the preceding eleven months (Ratcheted Demand).

5. Maximum Demand: The maximum demand in any month shall be the measured maximum average kilowatt input, indicated or recorded by instruments to be supplied by the City, during any 15-minute metered interval in the month.

6. Excess Transformer Capacity: Transformer Capacity is the amount of transformer capacity requested by a customer in excess of that which the City would normally install to serve the customer's Maximum Demand. Excess Transformer Capacity shall be billed at the amount shown in the rates section above.

7. Power Factor Adjustment: The billing will be adjusted each month for power factor.

   a. Adjustment Rate: The customer's bill will be increased each month for the power factor $0.27 per kilovar of maximum reactive demand.

   b. The maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15 minute metered interval in the month. For customers with metering used for billing that measures kilovar-hours instead of reactive demand, the kilovars of reactive demand shall be calculated by multiplying the kilowatts of measured maximum demand by the ratio of the kilovar-hours to the kilowatt-hours. Demands in kilowatts and kilovars shall be determined to the nearest unit. A device will be installed on the kilovar-hour meter to prevent its reverse operation on leading power factors.

SCHEDULE SE - SERVICE ESTABLISHMENT CHARGE

Applicability

Applicable to general service and domestic service customers.

Territory

Within the entire territory served by Moreno Valley Utility.

Rate

For each establishment of electric service, a charge will apply.

Special Conditions

1. The service establishment charge is in addition to the charges calculated on the applicable rate schedule and will be made each time an account is established.

2. Establishment means each time an account is opened, including a turn on of electric service or a change of name that requires a meter reading.

3. If the customer requests electric service be established on the same day as his request or outside regular business hours, an additional charge will apply.

SCHEDULE NEM – NET ENERGY METERING

Applicability

Applicable to general service and domestic service customers who have eligible renewable energy generation systems connected to MVU's system (interconnected) and meet program requirements.

Territory

Within the entire territory served by Moreno Valley Utility.

Net Surplus Compensation Rate

The net surplus compensation rate shall be $0.08979 per kWh applied to any net surplus energy remaining at the end of the customer's twelve (12) month billing period ("relevant period").

Special Conditions

1. NEM customers will receive a credit for the surplus electricity supplied to MVU's system.
2. This credit will be applied to the customer's energy bill, to offset all or part of the costs associated with the energy that is consumed each month.
3. Residential accounts are billed once a year for "net" energy consumed or generated over the previous 12 months, if any.
4. Small business accounts served under the General Service Rate also qualify for annual billing.
5. Large business NEM accounts under the Large General Service Rate are billed monthly for their energy usage.
6. Net surplus energy is the amount of generated kilowatt-hours (kWh) energy that is exported to MVU's system that exceeds the amount that is received from MVU.
7. Any net surplus energy remaining at the end of the 12-month billing period (also called the "relevant period") will be given a monetary value known as the Net Surplus Compensation Rate (NSCR).
8. The NSCR value is established by MVU to reflect the costs MVU avoids in procuring power during the time period net surplus generators are likely to produce excess power.
9. Customers may choose to either roll over the monetary value of any net surplus energy to the next billing cycle, or receive payment for any net surplus energy at the end of your 12-month relevant period.
10. Customers will be billed monthly for nominal non-energy-related charges such as taxes.

SCHEDULE ED – ECONOMIC DEVELOPMENT ("ED") RATE

Applicability

Commercial or industrial end-use customers that would otherwise receive service under Electric Rate Schedule TOU-LGS (Time of Use-Large General Service) and meet certain criteria as established and adopted by resolution of the City Council of the City of Moreno Valley may take advantage of the ED rate as a New Customer or Expanded Load Customer. This ED rate is applicable to all or part of the services provided to New Customers and Expanded Load Customers, as such terms are defined herein.

1. A New Customer shall be a customer seeking to locate a new business or relocate an existing business (not currently located within the territory served by Moreno Valley Utility) within Moreno Valley Utility's service territory.
2. An Expanded Load Customer shall be an existing Moreno Valley Utility TOU-LGS customer that is adding new load to Moreno Valley by a minimum of 200 kW based upon the customer's past electrical demand as determined by Moreno Valley Utility. The expanded load can be at the customer's current site, or at a new site within the Moreno Valley Utility service territory. The ED rate will only be applied to the expanded load as determined in Section 5 below.
3. A New Customer shall meet the following criteria:
    - a. Targeted industries
        - i. Logistics/Distribution
        - ii. Medical/Healthcare
        - iii. Auto Dealerships
    - b. Building/Area size
        - i. Logistics/Distribution 500,000 sf minimum
            1. Tier 5 Discount Rate
                - a. Regional Corporate Office Space 50,000 sf minimum
                - b. Perishable Space 200,000 sf minimum
        - ii. Medical/Healthcare 100,000 sf minimum
        - iii. Auto Dealerships 5 acres
    - c. Job Creation
        - i. Tier 1 Discount Rate 150 – 499 jobs
        - ii. Tier 2 Discount Rate 500 – 999 jobs
        - iii. Tier 3 Discount Rate greater than 1000 jobs
        - iv. Tier 4 Discount Rate 350 jobs minimum
        - v. Tier 5 Discount Rate 200 jobs minimum
    - d. City Revenue Producer – either sales tax or use tax generation
        - i. Tier 1a Discount Rate
        - ii. Tier 4 Discount Rate minimum $40,000 annual sales tax revenue to the City

Territory

Within the entire territory served by Moreno Valley Utility.

Character of Service

The service provided hereunder shall be alternating current with regulated frequency of 60 hertz, three-phase, or a combination single and three-phase served through one meter, at a standard voltage not to exceed 480 volts, or as may be specified by the Electric Division. To be eligible to participate all customers must have a demand meter.

Rates

Except as provided herein, or in the Economic Development Rate Agreement, all charges and provisions of the customer's otherwise applicable rate schedule shall apply. The applicable Energy Charge and Demand Charge under the customer's otherwise applicable rate schedule will be reduced as follows:

	Tier 1/Tier 1a	Tier 2	Tier 3	Tier 4	Tier 5
Years 1 - 2	15%	20%	20%	20%	20%
Years 3 - 4	12%	15%	20%	20%	20%
Years 5 – 6	10%	10%	15%	20%	20%
Years 7 -12	-	-	-	20%	20%
Years 13 - 18					20%

Special Conditions

1. Term: Economic Development Rate Agreements entered into under this Schedule shall be for a single six-year term, except for Tier 4, which shall be for a single twelve-year term and Tier 5, which shall be for a single eighteen-year term.
2. Approval: Application of this Rate Schedule shall be subject to the approval of the City Manager or his designee, based on meeting the eligibility criteria outlined herein.
3. Agreement: The customer must sign a standard Moreno Valley Economic Development Rate Agreement in order for the rates under this Schedule to be applicable. In addition to the other terms of this Schedule, the Economic Development Rate Agreement shall require the customer to reimburse Moreno Valley for all rate reductions received under this Schedule, if the customer fails to maintain the required minimum load during the applicable term of the Agreement.

4. Minimum Load: Customers qualifying under this Schedule as a New Customer with a projected minimum monthly electric demand of at least 500 kW or as an Expanded Load Customer under Applicability Sections 1and 2 above, respectively, must agree to maintain a minimum level of load for six years for Tier 1/1a, Tier 2, and Tier 3 discounts, twelve years for Tier 4 discount, and eighteen years for Tier 5 discount from the date service is first rendered under this Schedule as set forth in the Economic Development Rate Agreement.
5. Base Period Usage: Base Period Usage shall be established and agreed to in the Economic Development Rate Agreement for Expanded Load Customers. Base Period Usage shall be the average monthly energy use and demand for the customer during the last three years of service to the customer, from the date ending the last payment period before the date of the Agreement. Expanded Load qualifying for the rate under this Schedule shall be measured as the difference between the new monthly, meter documented energy use and demand, and the Base Period Usage.
6. State Mandated Public Purpose Program Charge: All bills rendered under this Schedule shall be subject to the Public Purpose Program Charge as established by the City Council.
7. Miscellaneous Fees and Charges: Rates charged pursuant to this Schedule shall be subject to any Energy Users Taxes, Utility Users Taxes, and any other governmental taxes, duties, or fees which are applicable to Electric Service provided to Customer by the City of Moreno Valley. Rates are also subject to adjustment, as established by the City of Moreno Valley City Council in response to federal or state climate change laws, renewable portfolio standard or other mandated legislation. These adjustments may include but are not limited to charges to mitigate the impacts of greenhouse gas emissions or "green power" premiums.
8. Expanded Load: Expanded Load customers applying for this rate must demonstrate to the satisfaction of the Utility that the expanded load is new to Moreno Valley.
9. Effective Date: The effective date of the Economic Development Rate Agreement shall commence within 12 months from the date of the City's approval, or the Agreement becomes null and void. The Agreement becomes effective upon execution by the parties, and the Economic Development Rate commences upon written notice by customer, and coincides with the customer's normal billing cycle.
10. Reapplication: Customers who have received service under the Economic Development Rate are eligible to reapply for the rate as an Expanded Load Customer 12 months after their current Economic Development Rate Agreement has expired, if they meet the criteria therefore.
11. Restrictions: Residential customers and federal, state or local government agencies are not eligible to apply for service under this Schedule.

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MV00210474

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Suzanne Bryant, City Attorney

AGENDA DATE: July 9, 2013

TITLE: AGREEMENT FOR ON-CALL LEGAL SERVICES

RECOMMENDED ACTION

Recommendations:

1. Approve and authorize the City Attorney to execute the Agreement for On-Call Legal Services with Meyers Nave.

2. Authorize the City Attorney to execute subsequent extensions or amendments subject to budget constraints and approvals.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

DISCUSSION

Authorization for the City Attorney to execute the attached Agreement for On-Call Legal Services will allow the City Attorney to work with Meyers Nave on an as-needed basis. Meyers Nave has agreed to provide up to 22 hours of services per month for $5,000.00 per month. Any unused hours in any month will be considered a credit and may be used in a subsequent month in the same fiscal year. If any month exceeds 22 hours of work, attorney rates would be billed at $265.00 per hour and paralegal rates would be billed at $135.00 per hour. Compensation for this Agreement shall not exceed $70,000 per fiscal year. The Agreement would be effective for two years beginning on August 1, 2013.

ALTERNATIVES

1. Approve and authorize the City Attorney to execute the Agreement for On-Call Legal Services with Meyers Nave in the form attached hereto and allow the City Attorney to execute any amendments or extensions subject to budget approvals. *Staff recommends the execution of this Agreement in order to continue the timeliness of legal services to the City.*

2. Decline to approve the Agreement for On-Call Legal Services. *Staff does not recommend this Alternative because it could impact the timeliness of the City's needed legal services.*

FISCAL IMPACT

This Agreement would be funded through the City Attorney's approved budget for Professional Legal Services.

NOTIFICATION

Posting of the agenda.

ATTACHMENTS

1. Agreement for On-Call Legal Services

Prepared and Approved By:
Suzanne Bryant
City Attorney

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

AGREEMENT FOR ON-CALL LEGAL SERVICES

This Agreement by and between the City of Moreno Valley, a municipal corporation, the Housing Authority of the City of Moreno and/or the Moreno Valley Community Services District (hereafter referred to collectively as "City") and the law firm of Meyers Nave ("Attorneys"), is made and becomes effective August 1, 2013.

Section 1. Subject of the Agreement

This Agreement is for general on-call legal services on an as-needed basis as requested by the City Attorney. The City may, at its sole discretion, by and through its City Attorney, employ other attorneys to perform the same type of legal services.

Section 2. Standard of Performance

Attorneys will perform all legal work referred to them in a professional manner pursuant to the standards of their profession and the rules and statutes governing their conduct.

A. Attorneys will furnish all office space, equipment, labor, materials, supplies, reference and background data and information necessary to accomplish the assigned tasks, except as otherwise provided in this Agreement.

B. Attorneys will keep the City Attorney apprised of the amount of hours spent working on the assigned work.

Section 3. Compensation

A. Attorneys will provide up to 22 hours per month of services for $5,000.00 per month. Any unused hours in any month will be considered a credit and may be used in a subsequent month in the same fiscal year. If any month exceeds 22 hours of work, attorney rates are $265.00 per hour and paralegal rates are $135.00 per hour. Attorneys shall advise the City Attorney when 22 hours of service have been met in any month for budget control purposes. Compensation for this Agreement shall not exceed $70,000 per fiscal year and Attorneys shall not be obligated to provide additional services within the then current fiscal year if costs in that fiscal year equal $70,000.

Except for reimbursable expenses defined below, such compensation shall be the sole and total remuneration for the services rendered pursuant to this Agreement.

B. Reimbursement of expenses

The City will reimburse actual, reasonable and necessary out-of-pocket expenses incurred by Attorneys in performing the services under this Agreement as follows:

1. Long distance telephone charges
2. Photocopying at no more than $0.15 per page
3. Computerized legal research at the actual amount charged to Attorneys

To obtain reimbursement, Attorneys will submit a summary of these expenses, along with supporting receipts, within 30 days of the expense being incurred.

C. Invoice

Attorneys agree to invoice the City monthly. All charges must be itemized by Attorneys.

D. Tax information

Attorneys agree to provide a completed federal W-9 form to facilitate tax reporting for payments under this Agreement.

Section 4. Conflict of Interest

Attorneys represent that they presently have no material financial interest other than that which may be held by the general public and shall not acquire any interest, direct or indirect, in any contract or decision made on behalf of City which may be affected by the services to be performed by the Attorneys under this Agreement. Attorneys further agree that they shall employ no person having any such interest. If Attorneys or their employees acquire a direct or indirect personal interest, such interest shall be immediately disclosed to the City and the interested individual shall abstain from any contracts or decisions under this Agreement.

In addition to the proscriptions regarding conflicts of interest imposed on attorneys by the Business and Professions Code and by Rule 3-310 of the California Rules of Professional Conduct, Attorneys represent that no attorney shall represent clients before any board, commission, committee or agency of the City or represent a client adverse to the City for a period of one year from the date of termination of this Agreement.

Section 5. Indemnification and Hold Harmless

Attorneys agree to defend and indemnify City for any claims or lawsuits against City which are based on contentions that negligence or misconduct by Attorneys proximately caused damage to the claimant or plaintiff.

No official or employee of City shall be personally liable for any default or liability under this Agreement.

Section 6. Nondiscrimination

In the performance of this Agreement, Attorneys shall not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, sexual orientation or medical condition. Attorneys shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, age, sex, national origin, sexual orientation or medical condition. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.

Section 7. Insurance

A. General Liability Insurance: During the entire term of this Agreement, Attorneys agree to procure and maintain general liability insurance at their sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of the Attorneys or any person acting for the Attorneys or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of Attorneys or any person acting for Attorneys or under its control or direction. Such liability and

property damage insurance shall also provide for and protect the City against incurring any legal cost in defending claims for alleged loss. Such liability and property damage insurance shall be maintained in full force and effect throughout the term of the Agreement and any extension thereof in the minimum limits provided below:

B. Automobile Liability: Attorneys shall procure and maintain, at their sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than $500,000 combined single limit.

C. Professional Liability Insurance: During the entire term of this Agreement, Attorneys shall procure and maintain, at their sole expense, professional liability insurance to protect the City, the Moreno Valley Community Services District, and the Community Redevelopment Agency of the City of Moreno Valley against liability arising from errors or omissions committed in the performance of their work with coverage limits of not less than $1,000,000 per occurrence.

D. Workers' Compensation Insurance: Attorneys shall procure and maintain, at their sole expense, workers' compensation insurance in such amounts as will fully comply with the laws of the state of California.

E. Primary Coverage and Insurance Company Ratings: The coverages provided pursuant to this Agreement shall be primary insurance and not contributory with any other insurance. Insurance companies providing insurance hereunder shall be rated (A-: VII – Admitted) or better in the Best's Insurance Rating Guide.

F. Notice to City, Insurance Coverage Change: A certificate of insurance or an appropriate insurance binder evidencing each of the above referenced insurance coverage shall be submitted prior to the execution of this Agreement. Such evidence of insurance shall be sent to the attention of the requesting department and shall reference a project number, where appropriate.

Solely as respect to work done by or on behalf of the named insured for the City, it is agreed that the City of Moreno Valley, the Moreno Valley Community Services District, and the Housing Authority of the City of Moreno Valley are added as additional insureds under the general liability policy. A policy endorsement or an appropriate insurance binder evidencing the required general liability insurance must accompany the certificate of insurance. The endorsement shall be signed by a person authorized by that insurer to bind coverage on its behalf.

The terms of the insurance policies or policies issued to provide the above insurance coverage may not be amended or canceled by the carrier, without thirty (30) days prior written notice by certified or registered mail or amendment or cancellation to the City, except that cancellation for nonpayment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event that the said insurance is canceled, Attorneys shall, prior to the cancellation date, submit to the City new evidence of insurance in the amounts established.

Section 8. Independent Contractor

Attorneys, and anyone employed by Attorneys, are not and shall not be deemed to be employees of the City. Attorneys are solely responsible for the payment of employment taxes, workers' compensation and any similar taxes for any employees of Attorneys.

Section 9. Files

All legal files of Attorneys pertaining to the City shall be and remain the property of the City. Attorneys will control the physical location of such legal files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

Section 10. Notices

Any notices under this Agreement by either party to the other may be given by either personal delivery in writing or by mail. Notices must be delivered or mailed to the following:

If to Attorneys:

Steven Mattas
Meyers Nave
633 W. 5th Street, Suite 1700
Los Angeles, CA 90071

If to City:

Suzanne Bryant
City Attorney
City of Moreno Valley
P. O. Box 88005
Moreno Valley, CA 92552-0805

Section 11. Entire Agreement of the Parties

This Agreement represents the parties' final and mutual understanding. It replaces and supersedes any prior agreements, whether oral or written except for litigation matters.

Section 12. Nonassignment

Neither this Agreement nor any portion shall be assigned by Attorneys without the prior written consent of City.

Section 13. City Agent

Suzanne Bryant, City Attorney, for the purpose of this Agreement, is the agent for the City. Whenever approval or authorization is required, Attorneys understand that the City Attorney has the authority to provide that approval or authorization.

Section 14. Term of Agreement

The term of this Agreement shall be from August 1, 2013 until June 30, 2015.

It is understood by and between the parties that City may also hire Attorneys for other matters subsequent to the execution of this Agreement.

Section 15. Termination

This Agreement may be terminated by City with or without cause upon thirty (30) days written notice to Attorneys. City shall be responsible for payment of all services rendered and costs incurred by Attorneys prior to the termination date. Attorneys may terminate this Agreement with or without cause upon thirty (30) days written notice to City and only if City will suffer no actual or perceived harm or prejudice in any pending matter by Attorneys' termination. Upon Attorneys' termination of this Agreement, Attorneys, upon the request of the City, will continue to represent City on any specified matters pending at that time of the termination until completion or reassignment to new Attorneys, whichever occurs first. The rates and terms of compensation shall continue to be the same as set forth above.

Section 16 Resolution of Fee Disputes

The City is entitled to require that any fee dispute be resolved by binding arbitration in Riverside pursuant to the arbitration rules of the Riverside County Bar Association for legal fee disputes. In the event that the City chooses not to utilize the Riverside County Bar Association's arbitration procedures, the City agrees that all disputes regarding the professional services rendered or fees charged by Attorneys shall be submitted to binding arbitration in Riverside to be conducted by the American Arbitration Association in accordance with its commercial arbitration rules.

Section 17. Modification

This Agreement may not be modified or replaced except by another signed written agreement.

Section 18. Partial Invalidity

Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

Section 19. No Waiver

The waiver of any breach of any provisions of this Agreement does not waive any other breach of that term or any other term in this Agreement.

Section 20. Attorneys' Fees

If a party brings any action, including an action for declaratory relief to enforce or interpret the provisions of this Agreement, the prevailing party is entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. Such fees may be set by the court in the same action or in a separate action brought for that purpose.

Section 21. Governing Law

This Agreement shall be construed – and its performance enforced – under California law.

Section 22. Survival

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the City and Attorneys survive the termination of this Agreement.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and date signed by the City Attorney.

Dated: _____

Firm: Meyers Nave

By: _____
Steven T. Mattas

Dated: _____

CITY OF MORENO VALLEY,
A Municipal Corporation

By: _____
Suzanne Bryant, City Attorney

2098806.2

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Abdul Ahmad, Fire Chief

AGENDA DATE: July 9, 2013

TITLE: APPROVE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF RIVERSIDE OFFICE OF EMERGENCY MANAGEMENT REGARDING URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDING FOR FEDERAL FISCAL YEAR 2011

RECOMMENDED ACTION

Recommendations:

1. Adopt Resolution No. 2013-62 of the City of Moreno Valley, California, approving the Memorandum of Understanding with the City of Riverside Office of Emergency Management regarding the Urban Area Security Initiative (UASI) grant funding for Federal Fiscal Year 2011.

2. Authorize the allocation of $8,000 for expenditures related to the UASI grant funding for Federal Fiscal Year 2011 not to exceed the amount of grant award.

3. Authorize the City Manager or her designee to execute the Certificate of Non-Supplanting.

4. Authorize the City Manager or her designee to execute the Riverside Urban Area Security Initiative Certification Regarding Debarment, Suspension, and other Responsibility Matters.

5. Authorize the City Manager or her designee to execute the California Emergency Management Agency Fiscal Year (FY) 2011 Grant Assurances.

6. Accept the grant award from the City of Riverside Office of Emergency Management regarding the Urban Area Security Initiative (UASI) grant funding for

Federal Fiscal Year 2011.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

Since 2004, the United States Department of Homeland Security (DHS), through the State of California Emergency Management Agency (Cal EMA) acting as the State Administrative Agency, has designated areas as being eligible for Urban Area Security Initiative (UASI) grant funds. The City of Moreno Valley is a participating agency within the Riverside UASI and is eligible for reimbursement associated with conferences and training.

DISCUSSION

The City of Riverside is designated as the Single Point of Contact (SPC) for the grant application and financial management of the UASI grant funding for Federal Fiscal Year 2011. This grant has a performance period of November 18, 2011 through April 30, 2014. The SPC responsibilities include serving as the application lead; financial and reporting management; and coordination of grant requirements with DHS.

On May 1, 2013 a letter was received by the Fire Department authorizing reimbursement to the City of Moreno Valley for Office of Emergency Management (OEM) staff to attend various conferences and training utilizing UASI grant funding for Federal Fiscal Year 2011. In order to receive reimbursement from this grant for conferences that will be attended by OEM Staff, the City of Moreno Valley is required to file the following paperwork with the City or Riverside Office of Emergency Management:

- Memorandum of Understanding
- Grant Assurances
- Certificate of Non-Supplanting
- Certification Regarding Debarment
- A copy of the City of Moreno Valley Travel Policy

ALTERNATIVES

1. Approve and authorize the recommended action as presented in this staff report. *This alternative allows for the cost recovery of expenses associated with training and travel that is authorized by the Riverside UASI.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will result in the postponement of necessary training for Office of Emergency Management staff until other grant funding can be identified.*

FISCAL IMPACT

The UASI grant funding for Federal Fiscal Year 2011 provides for 100% reimbursement of registration and travel costs associated with specific training opportunities for Office of Emergency Management staff as outlined by the Riverside UASI. The Fire Department is requesting $8,000 to be allocated to 2503-40-47-74111-620510 for expenditures related to the UASI grant funding for Federal Fiscal Year 2011 which has a performance period of November 18, 2011 through April 30, 2014. All expenditures are offset with corresponding grant reimbursement and therefore there is no net impact to the City's General Fund. Expenditures will not exceed the amount of the grant award.

Proposed Budget Appropriation Adjustment for Fiscal Year 2013/2014:

Cat.	Fund	Account Number	Account Type	FY 13/14 Adopted Budget	Proposed Adjustment	FY 13/14 Revised Budget
G/L	EMPG – Emergency Mgmt Grant	2503-40-47-74111-487000	Revenue	$0	$8,000	$8,000
G/L	EMPG – Emergency Mgmt Grant	2503-40-47-74111-620510	Expense	$0	$8,000	$8,000

CITY COUNCIL GOALS

Revenue Diversification and Preservation - Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

ATTACHMENTS

Attachment 1 Resolution Approving the Memorandum of Understanding with the City of Riverside Office of Emergency Management Regarding the Urban Area Security Initiative (UASI) Grant Funding for Federal Fiscal Year 2011

Attachment 2 Riverside Urban Area Security Initiative Certification Regarding Debarment, Suspension, and other Responsibility Matters

Attachment 3 Certificate of Non-Supplanting

Attachment 4 California Emergency Management Agency FY2010 Grant Assurances

Attachment 5 City of Moreno Valley Travel and Related Business Expense Policy

Prepared By:
Cynthia Owens
Management Assistant

Department Head Approval:
Abdul Ahmad
Fire Chief

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF RIVERSIDE OFFICE OF EMERGENCY MANAGEMENT REGARDING URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDING FOR FEDERAL FISCAL YEAR 2011

WHEREAS, the United States Department of Homeland Security, through the State of California Emergency Management Agency, has allocated Federal Fiscal Year 2011 Urban Area Security Initiative (UASI) grant funding to the Riverside UASI which is administered by the City of Riverside Office of Emergency Management; and

WHEREAS, the City is familiar with the terms, conditions, and limitations of any such grant; and

WHEREAS, the City received a letter dated May 1, 2013 authorizing reimbursement for staff from the City's Office of Emergency Management to attend various conferences and training from the Riverside UASI for which the City of Riverside Office of Emergency Management is the lead agency of the Fiscal Year 2011 UASI grant funding; and

WHEREAS, in order to receive this funding, the Mayor must sign the Memorandum of Understanding with the City of Riverside Office of Emergency Management regarding Urban Area Security initiative (UASI) grant funding for Federal Fiscal Year 2011.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

That the City of Moreno Valley will enter into a Memorandum of Understanding with the City of Riverside Office of Emergency Management regarding the Urban Area Security Initiative (UASI) grant funding for Federal Fiscal Year 2011 attached hereto as Exhibit A and incorporated herein by this reference.

APPROVED AND ADOPTED this 9th day of July, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-62 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 9th day of July, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00210490

MEMORANDUM OF UNDERSTANDING
CITY OF RIVERSIDE OFFICE OF EMERGENCY MANAGEMENT
AND THE_____
REGARDING URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDING
FOR FEDERAL FISCAL YEAR 2011

THIS MEMORANDUM OF UNDERSTANDING (MOU) is effective _____, 20__, between THE CITY OF RIVERSIDE OFFICE OF EMERGENCY MANAGEMENT and the _____ ("Participating Agency") under the following terms and conditions:

1. The Participating Agency agrees to comply with the Grant Assurances for Urban Area Security Initiative (**Attachment A**).

2. The Participating Agency agrees to comply with United States Department of Homeland Security – Homeland Security Grant Program guidance, processes and requirements.

3. The Participating Agency agrees that all equipment, supplies and training funded through the UASI program is for the mutual benefit of the Riverside UASI Region and not for the exclusive benefit of the Participating Agency.

4. The Participating Agency agrees that all equipment, supplies and technical expertise developed through training funded by the UASI program is to be made available for emergency use through established mutual aid systems, established mutual aid agreements or made reasonably available through a valid request by a member jurisdiction or organization of the Riverside UASI.

5. The Participating Agency agrees to provide prior to being funded the most recent copy of their; 1. NIMSCAST Report and 2. Single Audit Report.

6. The Participating Agency agrees to submit a Monthly Project Progress Report (**Attachment B**) by the 15th day of each month in accordance with the UASI grant program guidelines.

7. The participating agency agrees to designate a Project Manager and Grant Manager for each project awarded and provide the contact information of those individuals to the City of Riverside Office of Emergency Management / UASI. Upon any changes to the original designation the agency will provide written notification and updated contact information.

8. The Participating Agency agrees to maintain all documentation supporting all expenditures reimbursed from grant funds, and ensure all expenditures are allowable under grant requirements. Recipients that expend $300,000 or more of federal funds during their respective fiscal year agree to submit an organization wide financial and compliance audit report. The audit shall be performed in accordance with the U. S. General Accounting Office Government Auditing Standards and OMB Circular A-133 (Federal Grantor Agency: U. S. Department of Homeland Security; Pass-Through Agency: Office of Homeland Security; Program Title: Public Assistance Grants; Federal CFDA Number: 97.008). The records shall be maintained and retained in accordance with UASI grant requirements and shall be available for audit and inspection by the City and designated grant agent personnel.

9. The Participating Agency agrees that all its expenditures shall be in accordance with the approved project expenditures and allowable costs as submitted to the City and approved by the California Emergency Management Agency (Cal EMA) and the U.S. Department of Homeland Security Grants Program Directorate.

10. The Participating Agency agrees to defend, indemnify, and hold harmless the City, its agents, officers, and employees, from and against all liability arising out of the Participating Agency's acts or omissions under this MOU.

11. The City agrees to defend, indemnify, and hold harmless the Participating Agency, its agents, officers, and employees, from and against all liability arising out of the City's acts or omissions under this MOU.

12. The Participating Agency agrees to provide the Certificate of Non-Supplanting (**Attachment C**).

13. The Participating Agency agrees to provide the Certification regarding Debarment, Suspension and Other responsibility matters (**Attachment D**).

14. The Subgrantee Performance Period for the FY 2011 UASI funding cycle is from November 18, 2011 to January 31, 2014.

IN WITNESS WHEREOF, this Memorandum of Understanding is entered into by the City of Riverside Office of Emergency Management and the _____, by and through their authorized representatives.

CITY OF RIVERSIDE

By: _____

Title: _____

Attest:

By: _____
Colleen J. Nicol

Title: _____
City Clerk

Approved as to form:
By: _____
James E. Brown

Title: _____
Supervising Deputy City Attorney

PARTICIPATING AGENCY

By: _____

Title: _____

Attest:

By: _____

Title: _____

Governing Body Resolution
(For Operational Areas and Urban Area's)

BE IT RESOLVED BY THE _____
(Governing Body)

OF THE _____ *THAT*
(Name of Applicant)

_____, *OR*
(Name or Title of Authorized Agent)

_____, *OR*
(Name or Title of Authorized Agent)

_____,
(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of California.

Passed and approved this _____ day of _____, 20_____

Certification

I, _____, duly appointed and
(Name)
_____ of the _____
(Title) (Governing Body)
do hereby certify that the above is a true and correct copy of a resolution passed and approved by the _____ of the _____ on the
(Governing body) (Name of Applicant)
_____ day of _____, 20_____.

_____
(Official Position)

_____
(Signature)

Certificate of Non-Supplanting

My signature below affirms that grant funds from the Urban Area Security Initiative Grant will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose.

Designated Agent:

_____
Printed Name

_____
Signature

_____
Title

_____
Agency

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MV00210496

RIVERSIDE URBAN AREA SECURITY INITIATIVE
CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Government-wide Debarment and Suspension (Non-procurement). The certification shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction or cooperative agreement.

If it is later determined that an applicant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The applicant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the applicant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in covered transactions, as defined in the applicable CFR

1. The applicant certifies that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency (Note: The terms "covered transaction," "debarred," "suspended," "ineligible," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.);

   b. Have not within a three-year period preceding this application been conflicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and

   d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

2. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach as explanation to this application.

Authorized Agent Signature	Business Name
Name Printed or Typed	Street Address
Date	City, State, Zip Code

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MV00210498

California Emergency Management Agency (Cal EMA)

Fiscal Year (FY) 2011 Grant Assurances
(All HSGP Applicants)

Name of Applicant: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Will assure that grant funds will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.

2. Has the legal authority to apply for federal assistance and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, Cal EMA.

3. Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between grant programs (for example: State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System) or fiscal years.

4. Will comply with any cost sharing commitments included in the FY 2011 Investment Justifications submitted to DHS/FEMA and Cal EMA, where applicable.

5. Will give the federal government, the General Accounting Office, the Comptroller General of the United States, the State of California, the Office of Inspector General, through any authorized representative, access to, and the right to examine, all paper or electronic records, books, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards and/or awarding agency directives.

6. Agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines, follow the federal and state approved privacy policies, and achieve (at a minimum) baseline level of capability as defined by the Fusion Capability Planning Tool.

7. Will provide progress reports, and other such information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP) within 45 days of the award, and update via the Grant Reporting Tool (GRT) twice each year.

8. Will initiate and complete the work within the applicable time frame after receipt of approval from Cal EMA.

9. Will maintain procedures to minimize the time elapsing between the award of funds and the disbursement of funds.

10. Will comply with all regulations applicable to DHS/FEMA grants, including, but not limited to, 44 CFR, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments including, but not limited to, all provisions relevant to the payment of interest earned on advances.

11. Will comply with all provisions of 48 CFR, Part 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations.

12. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other ties.

13. Understands and agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from DHS/FEMA and Cal EMA.

14. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

15. Will notify Cal EMA of any developments that have a significant impact on award-supported activities, including changes to key program staff.

16. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of structures.

17. Will comply, and will assure the compliance of all agents and contractors, with all federal and state statues relating to civil rights and nondiscrimination. These include, but are not limited, to:

    a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin.
    b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of gender.
    c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination against individuals with disabilities.
    d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age.
    e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
    f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
    g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
    h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing.
    i. Title 44 Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.
    j. The requirements of any other nondiscrimination provisions in the specific statute(s) under which the application for federal assistance is being made.
    k. The nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.

18. In the event that a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds or race, color, religion, national origin, gender, or disability against a recipient of funds, the recipient will forward a copy of the finding to Cal EMA, FEMA and the U.S. Department of Justice Office of Civil Rights, Office of Justice Programs.

19. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.

20. Will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of federal participation in purchases. Will also comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.

21. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

22. Will comply with all applicable federal, state, and local environmental and historical preservation (EHP) requirements. Failure to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Applicant will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require reevaluation of compliance with these EHP requirements.

23. Will comply with all regulations applicable to DHS/FEMA grants including, but not limited to, 44 CFR, Part 10, Environmental Considerations. Applicant will also comply with all state laws, including the California Environmental Quality Act.

24. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of DHS/FEMA and Cal EMA including, but not limited to, ground disturbance, construction, modification to any structure, physical security enhancements, communications towers, any structure over 50 years old, and purchase and/or use of any sonar equipment. The subgrantee must comply with all conditions and restrictions placed on the project as a result of the EHP review. Any construction- related activities initiated without the necessary EHP review and approval will result in a noncompliance finding, and may not be eligible for reimbursement with DHS/FEMA/Cal EMA funding. Any change to the scope of work will require re-evaluation of compliance with the EHP. If ground-disturbing activities occur during the project implementation, the subgrantee must ensure monitoring of the disturbance. If any potential archeological resources are discovered, the subgrantee will immediately cease activity in that area and notify DHS/FEMA, Cal EMA, and the appropriate State Historic Preservation Office.

25. Agrees any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. Subgrantees must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to Cal EMA for review. The EHP Screening Form is part of an Information Bulletin available at: www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award.

26. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not on the Environmental Protection Agency's (EPAs) List of

Violating Facilities, and will notify Cal EMA and FEMA of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating if a facility to be used in the project is under consideration for listing by the EPA.

27. Will provide any information requested by DHS/FEMA and/or Cal EMA to ensure compliance with applicable laws, including the following:

    a. Institution of environmental quality control measures under the National Environmental Policy Act, National Historical Preservation Act, Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990), Environmental Justice (12898), and Environmental Quality (11514).
    b. Notification of violating facilities pursuant to EO 11738.
    c. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.).
    d. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.).
    e. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523).
    f. California Environmental Quality Act (CEQA), California Public Resources Code Sections 21080-21098: California Code of Regulations (CCR), Title 14, Chapter 3 Sections 15000-15007.
    g. Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
    h. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.), which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

28. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447, and 2448.

29. Agrees that all publications created or published with funding under this grant shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."* The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*

30. Acknowledges that DHS/FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal government purposes: a) the copyright in any work developed under an award or sub-award; and b) any rights of copyright to which a recipient or sub-recipient purchases ownership with federal support.

31. The recipient agrees to consult with DHS/FEMA and Cal EMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

32. Has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the submitted application for federal assistance and after the receipt of federal financial assistance, through the State of California, agrees to the following:

    a. Promptly return to the State of California all the funds received, which exceed the approved, actual expenditures as accepted by the federal or state government.

b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
c. Separately account for interest earned on grant funds, and will return all interest earned, in excess of $100 per Federal Fiscal Year.

33. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

34. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

35. Will comply, if applicable, with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

36. Understands and agrees that the applicant, grantees, subgrantees, recipients, sub-recipients, employees of the applicant, grantees, subgrantees, recipients and subrecipients, may not:

    a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    b. Procure a commercial sex act during the period of time that the award is in effect; or
    c. Use forced labor in the performance of the award or subawards under the award.

    Applicant understands and agrees that Cal EMA and/or DHS/FEMA may unilaterally terminate any award, without penalty, if the subgrantee that is a private entity:

    d. Is determined to have violated a prohibition identified in paragraph 35, subsections a, b, or c; or
    e. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 35 subsection a, b, or c through conduct that is either:
        i. associated with performance under this award; or
        ii. imputed to the authorized agent or subrecipient using the standards and due process for imputing the conduct of an individual to an organization provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Department and Suspension (Non-procurement)," as implemented by DHS/FEMA at 2 CFR, Part 3000.

    And further understands that subgrantees and subrecipients must:

    f. Inform Cal EMA immediately of any information received from any source alleging a violation of a prohibition in paragraph 35 subsection a, b, or c;
    g. FEMA's right to terminate unilaterally as described in paragraph 35 implements section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 USC 7104(g)). The right of FEMA and Cal EMA to terminate this award unilaterally is in addition to all other remedies for noncompliance that are available under this award.

h. For purposes of this term:

i. "Employee" means either:

i. an individual employed by the subgrantee or subrecipient who is engaged in the performance of the project or program under this award; or

ii. another person engaged in the performance of the project or program under this award and not compensated by the subgrantee or subrecipient, including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

ii. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage or slavery.

iii. "Private entity" means any entity other than a state, local government, Indian Tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25, and includes non-profit organizations, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b), and for-profit organizations.

iv. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 USC 7102).

37. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

38. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

39. Agrees that "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

40. Agrees that no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.

41. Agrees that where an award recipient, grantee, subrecipient, or subgrantee has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the federal department or agency with whom the classified effort will be performed. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: http://www.dhs.gov/xopnbiz/grants/index.shtm.

42. Understands that immediately upon determination by the award recipient that funding under this award will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable federal department or agency, for approval and processing instructions.

    DHS Office of Security ISPB contact information:
    Telephone: 202-447-5346
    E-mail: DD254AdministrativeSecurity@dhs.gov

    Mail: Department of Homeland Security
    Office of the Chief Security Officer
    ATTN: ASD/Industrial Security Program Branch
    Washington, DC 20528

43. Agrees with the requirements regarding Data Universal Numbering System (DUNS) Numbers, meaning if recipients are authorized to make subawards under this award, they must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive or make a subaward to any entity unless the entity has provided its DUNS number.

    a. For purposes of this award term, the following definitions will apply:

        i. "Data Universal Numbering System (DUNS)" number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform).
        ii. "Entity", as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C, as a Governmental organization, which is a state, local government, or Indian Tribe; or a foreign public entity; or a domestic or foreign nonprofit organization; or a domestic or foreign for-profit organization; or a federal agency, but only as a sub-recipient under an award or subaward to a non-federal entity.
        iii. "Subaward" means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient. It does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations") and may be provided through any legal agreement, including an agreement that you consider a contract.
        iv. "Subrecipient" means an entity that receives a subaward from you under this award; and is accountable to you for the use of the federal funds provided by the subaward.

44. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally-assisted construction sub-agreements.

45. Agrees that:

    a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

b. If any other funds than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a Member of Congress in connection with the federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all sub recipients shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

46. Agrees that equipment acquired or obtained with grant funds:

a. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.

b. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.

47. Agrees that funds awarded under this grant will be used to supplement existing funds for program activities, and will not supplant (replace) non-federal funds.

48. Will comply with all applicable federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A102 and A-133, E.O. 12372 and the current Administrative Requirements, Cost Principles, and Audit Requirements.

49. Will comply with all provisions of 2 CFR, including: Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110); Part 225 Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87); Part 220 Cost Principles for Educational Institutions (OMB Circular A-21); Part 230 Cost Principles for Non-Profit Organizations (OMB Circular A-122).

50. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.

51. Agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

52. Will comply with Federal Acquisition Regulations (FAR), part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.

53. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide.

54. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2011 Homeland Security Grant Program Guidance and Application Kit, and the California Supplement to the

FY 2011 Homeland Security Grant Program Guidance and Application Kit. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the state and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY 2011 Homeland Security Grant Program application. Further, use of FY 2011 funds is limited to those investments included in the California FY 2011 Investment Justifications submitted to DHS/FEMA and Cal EMA and evaluated through the peer review process.

55. Will not make any award or permit any award (subgrant or contract) to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under EOs 12549 and 12689, "Debarment and Suspension".

56. As required by EO 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions, the applicant certifies that it and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency.
    b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

57. Agrees to comply with the Drug-Free Workplace Act of 1988, and certifies that it will or will continue to provide a drug-free workplace by:

    a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
    b. Establishing an ongoing drug-free awareness program to inform employees about:

        i. The dangers of drug abuse in the workplace;
        ii. The grantee's policy of maintaining a drug-free workplace;
        iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
        iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

    c. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
    d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

        i. Abide by the terms of the statement; and
        ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

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MV00210508

TRAVEL AND RELATED BUSINESS EXPENSES

PURPOSE: This policy establishes the basic guidelines for travel on City business. It defines the City's expectations of its employees who are required to travel in connection with their work responsibilities, and clarifies which expenses will be advanced or reimbursed to the employee by the City, and which expenses are considered the personal responsibility of the employee. Business travel is defined as authorized attendance at conferences and seminars, or authorized travel for any other purpose in connection with official City responsibilities. Business travel includes one-day trips and trips requiring one or more overnight stays.

As a general rule, this policy is not intended to cover business meetings of less than one day involving travel of less than 150 miles round trip, even though employees may be reimbursed for their cost of meals and travel. In such cases department head discretion is required and departments may decide that such travel fits within the scope of this policy. As an example, a day trip to Los Angeles to attend a business meeting will likely involve meals and transportation expense reimbursement. However, such travel may involve less than $100 of expenditures and are generally not considered as part of the scope of this policy.

POLICY:

I. General Standards

A. Mandatory Use of the Travel Authorization & Expense Reporting Form ("Travel Form")

1. The Travel Form is a mandatory document for all employees, whether or not one expects to receive a travel advance or reimbursement for business related travel expenses. It serves as an estimate of the total cost of attending conferences, meetings and seminars, and provides documentation of cash advances, vendor payments and credit card purchases. Equally important, it serves as documented authorization to travel on City business and helps identify when the employee is traveling on behalf of the City in case of an accident or other incident.

B. Mandatory Use of the Travel Expense Log

1. The Travel Expense Log is a specially designed record and envelope to assist the employee in accounting for daily travel expenses and consolidating business travel receipts.

2. Employees are to notate each travel expense item requiring a receipt and check the appropriate box for its inclusion in the packet. Receipts are required for reimbursement of out-of pocket expenses and certain advanced expenses such as ground transportation.

3. The Travel Expense Log is submitted to Finance along with the completed Travel Expense Report within 15 workdays after completion of travel.

C. Policy Emphasizes Economy and Practicality with Reasonable Subsistence and Accommodations while on City Business

1. This policy provides for reasonable subsistence, modes of travel, and lodging and accommodations while on City business. The intent is to allow employees to eat in moderately priced restaurants, stay in moderately priced hotels, and travel comfortably. Employees are responsible for using good judgment in making reservations, and travel decisions should emphasize economy and efficiency at all times. For example:

a. When using air travel, employees should always book flights in coach as opposed to first class.

b. Although the Internet offers plenty of specials and low-priced flights, flexibility is often sacrificed and sales are often final. Employees should consider this when

booking their flights and can be held personally accountable if a flight is booked incorrectly, costing the City money. To provide more flexibility, designated travel agencies should be used.

c. When choosing a hotel for a conference, it is preferable to stay at the hotel where the conference is being held even though it may be slightly more expensive than others in the area.

2. It is permissible to combine personal travel with business travel, such as departing for a business conference a few days early to utilize personal vacation time. But only strictly business-related expenses will be advanced or reimbursed and personal travel shall not result in higher business travel costs or they must be reimbursed to the City.

D. Policy is Not Intended to be All Inclusive

1. This policy is not intended to address every issue, exception or contingency that may arise in the course of City travel or attendance at meetings.

2. Accordingly, the basic standard that should always prevail is to use good judgment and economy in the use and stewardship of City funds.

II. Travel Authorization & Expense Reporting Form ("Travel Form")

A. Travel Authorization

1. Travel Authorization approval by a department head is required whenever:

a. Total estimated cost will exceed $200; or

b. Overnight accommodations will be required.

2. Division Manager authorization can be substituted for department head authorization for employee travel that is estimated at $200 or less and does not involve overnight accommodations.

3. Travel Restrictions

a. Out-of-state travel authorizations require City Manager approval (or his designee).

b. Department Head travel authorizations require City Manager approval (or his designee)

4. Determining Methods of Payment for Travel Expenses

a. The City will pay for legitimate and reasonable travel-related business expenses, including transportation, lodging, registration fees, meals, and any other related expenses if they are for official business and fit within these guidelines.

b. There are four methods of payment for travel-related expenses: (1) direct payment to vendors by check, (2) payment by City CAL-Card or credit card, (3) reimbursement to the employee for out-of-pocket expenses, and (4) cash advances, which include per diem.

c. Direct payments to vendors are made by the City to an organization to pay for specific costs related to the trip. These are usually registration fees, lodging and airfare.

d. City CAL-Card or credit card may be used to prepay travel expenses, including registration fees, lodging and airfare, or may be used to cover expenses as they arise on the trip. CAL-Cards and credit cards may not be used to advance per diem.

e. The employee will be reimbursed for actual, reasonable and allowable out-of-pocket expenses related to travel on City business. The employee must account for out-of-pocket expenses with receipts and utilizing the Travel Expense Log.

f. Cash advances, including per diem, are lump sum payments made to the employee prior to one's travel based on reasonable estimated expenses. Ground transportation is often difficult to estimate, but may be advanced to the employee using reasonable estimates based on the itinerary. Upon the employee's return, and with the exception of per diem expenses, the employee must account for advanced expenses with receipts and utilizing the Travel Expense Log. Advances exceeding substantiated expenses must be returned to the City. If authorized expenses (excluding meals and incidentals covered by per diem) exceed the amount advanced, the City will reimburse the employee for the difference.

Note: Receipts are not needed to justify meals and incidental expenses covered by per diem.

g. To obtain direct vendor payments or to receive a cash advance, the employee must do the following prior to his trip:

1) Complete the appropriate sections of the Travel Form. The form is available on the City's Intranet under "Forms".

2) Attach documentation for all payments requested. This would include copies of registration forms, announcements, itineraries, and copies of seminar brochures that provide detail of costs.

3) Attach completed and signed Direct Pay forms for all travel-related payment requests.

a) Include the appropriate authorization signatures.

b) Retain a copy of the completed form to reconcile and account for actual expenses upon return from trip.

c) Submit the Travel Form and any Direct Pay forms to the Accounts Payable Unit of the Finance Department.

5. Per Diem (Meals and Incidentals)

a. Meals and incidentals, as defined by IRS guidelines, include all meals and miscellaneous hotel services, such as tips to waiters and porters. Per Diem will be paid at the current rates established by IRS guidelines determined by the maximum federal per diem rate table. All IRS tax rules will apply.

NOTE: Per Diem rates for California cities and out-of-state destinations are identifiable through a hyperlink on the Travel Form on the City's Intranet.

b. By IRS regulations, per diem is defined as travel subsistence extending beyond one day and there is no requirement to provide receipts. However, for one day or partial days of travel, meals expense receipts ARE required and the standard one day, non-per diem meal allowance will be $50 allocated as follows:

Breakfast – $10.00

Lunch – $15.00

Dinner – $25.00

If an employee is advanced money for one-day or partial day meals and the total amount of all receipts is less than the amount advanced, the difference must be reimbursed to the City.

Conversely, if the employee exceeds the total one-day or partial day standard non-per diem meal allowance and is requesting reimbursement, receipts MUST be provided and reimbursement shall be at the discretion of the Finance Director based on the circumstances.

c. As a general rule, employees are expected to base their requests for daily meals and incidentals according to the federal per diem rates.

d. As an alternative, an employee can elect not to receive per diem and request reimbursement of actual, reasonable and allowable subsistence expenses that are substantiated with receipts. This alternative must be approved in advance and receipts must accompany the request for reimbursement. However, a combination of per diem and reimbursement of meals and incidental business expenses is prohibited.

e. Partial per diem for travel of more than one day may be advanced depending on the employee's departure time and return time. The request for partial or full per diem will be based on the employee's itinerary and will be granted based on a "fair and reasonable" request. Partial days per diem will be prorated as follows:

- Travel of less than 12 hours in a day will be prorated to one-half day of per diem.
- Travel of 12 hours or more in a day will count as a full day for per diem.

For example, assuming a daily per diem of $50, if an employee leaves on Monday at 6:00 A.M. to San Francisco for a business conference and returns to work at 1:00 P.M. on Tuesday, the per diem advance would be $100.

f. A CAL-Card or City credit card may be used on a business trip as a substitute for petty cash to cover business related expenses other than meals and incidentals.

g. Employees will be reimbursed up to $5.00 per day for personal phone calls while on overnight travel on city business. Employees with City-assigned cell phones should use these phones whenever possible and keep such calls to a limited duration.

6. Other Expenses

   a. Alcoholic Beverages – Expense reimbursement for alcoholic beverages will not be allowed. The City Council or City Manager may approve exceptions to this policy on a case-by-case basis for special receptions or other unique circumstances.

   b. Spouses and Guests – Spouses and guests are welcome to accompany employees on City travel and at conferences, seminars and meetings. However, any additional costs associated with the participation of a spouse or guests are the responsibility of the employee.

7. Method of Travel

   a. When planning the transportation portion of the trip, the employee must consider all aspects of cost to the City, such as daily expenses, overtime, lost work time, and actual transportation costs. In general, common carrier (bus, train or plane) is preferred mode of transportation.

   b. The City will only pay or reimburse employees for the cost of coach class flights.

   c. Employees shall be responsible for canceling any airline or hotel reservations they will not use. Any charge for an unused reservation shall be considered the employee's personal expense, unless failure to cancel the reservation was due to circumstances beyond the employee's control.

   d. Whenever practical, City owned vehicles should be used for travel unless the employee receives a mileage allowance.

   e. If a City vehicle is not available, or if there is another reason why the employee should drive his/her personal automobile, the City shall reimburse the employee with either the cost of the most appropriate means of transportation, or the actual mileage involved in the travel, whichever is the lesser of the two.

   f. The reimbursed mileage rate for use of a private vehicle for City travel will be at the current Standard Federal Mileage Rate set by the IRS.

   g. Mileage reimbursement for a private vehicle being used for City travel must consider the employee's normal commute to work and whether the employee receives a monthly vehicle allowance. If the employee does not receive a vehicle allowance, the employee is entitled to reimbursement for all business miles driven, with the following exceptions:

      1) If travel begins and ends at work, the entire business mileage will be reimbursed.

      2) If travel begins at work and ends at home (or vice versa), and if the total business mileage driven is less than the total mileage that would have been driven if travel began and ended at work, the total mileage can be claimed. (Example: John Doe lives in Banning and is attending a morning conference in Los Angeles. The trip from Banning to Los Angeles is 75 miles, but is only 60 miles from Moreno Valley to Los Angeles. Since his normal commute would bring him to Moreno Valley

and 15 miles closer, in this case John would be reimbursed 120 miles, the round-trip distance from City Hall).

3) If travel begins at home and ends at home, and if the total business mileage driven is less than the total mileage that would have been driven if travel began and ended at work, the total mileage can be claimed. (Example: Jane Doe lives in Banning and is attending a conference in Palm Springs. The round-trip mileage from her house is 60 miles, but would have been 90 miles had she started at and returned to Moreno Valley City Hall. In this case Jane would be reimbursed for the 60 mile round trip).

4) Under no circumstances shall reimbursement be given to the total business mileage claimed that exceeds the total mileage had the travel begun and ended at work.

h. If an employee already receives a monthly vehicle allowance, a total of 50 miles must be deducted for each one-way travel to or from the authorized City business travel destination. The mileage exceeding a 50-mile radius is subject to reimbursement, however, the first 50 miles each way is considered applicable to the employee's vehicle allowance. The above four rules shall also apply.

i. In order to drive a privately owned vehicle on City business, the employee must:

1) Possess a valid California driver's license.

2) Carry liability insurance, as required by the State of California

3) Realize that any damage to the employee's personal vehicle and/or service or repair occurring on the trip will be the employee's responsibility, as insurance costs are factored in the IRS per mile cost reimbursement.

j. If local ground transportation is needed during the trip, the use of public transit such as airport shuttles, buses, streetcars, and subways is appropriate.

k. Ground transportation must be efficient and cost effective. Use of taxis, hotel courtesy buses and local shuttles are allowed when other public transit or common carriers are not reasonably available.

l. Requests for advances of ground transportation costs (including tips) should be substantiated whenever possible. If the cost cannot be substantiated, advances will be based on a fair and reasonable estimate of expenses.

m. Ground transportation receipts are required. However, in cases where a receipt is not available, the employee must notate this on the Travel Expense Log. Employee requests for out-of-pocket reimbursement of ground transportation costs without receipts are subject to review and approval by the Finance Director.

n. The use of a rental car is authorized in cases where it is economical or more feasible relative to using ground transportation.

o. If a car rental is required, the employee may use a City CAL-Card or credit card or request reimbursement for out-of-pocket costs including fuel, upon return from

business travel. Receipts are required. The optional car rental agency-provided insurance is not a reimbursable cost. Since employees are normally insured by their own automobile insurance carrier for use of a rental vehicle, employees may opt for this coverage at their own expense.

p. The City will reimburse all reasonable business travel expenses, including bridge tolls and parking fees incurred as a result of an employee's authorized use of a private vehicle or City vehicle while traveling on City business. Receipts are required, and if a receipt is not available, the employee shall notate this on the Travel Expense Log.

q. Without receipts, any employee request for out-of-pocket reimbursement of costs incurred as a result of an employee's authorized use of a private vehicle or City vehicle while traveling on City business is subject to review and approval by the Finance Director.

8. Compensation for Travel Time (Non-Exempt Employees)

a. When travel time exceeds the normal workday or workweek, the City's rules for overtime apply to those employees eligible for overtime.

b. In determining overtime compensation, normal commute time should be deducted from total travel time.

c. Normal unpaid meal periods are not considered work time while traveling.

d. Overtime eligibility applies equally to drivers and passengers, and should be granted whether travel occurs during normal workdays or on weekends or evenings.

9. Lodging

a. Lodging is allowed for attendance at conferences, seminars or meetings that are in excess of 50 miles or one hour of travel time, one-way, from the employee's home. A Department Head may approve exceptions to the 50-mile/one hour minimum if he/she considers the request to be reasonable and practical, especially considering the destination, the difficulty of the commute, and the starting time of the conference.

b. Reasonable lodging expenses will be paid at actual cost including taxes and parking, for as many nights as necessary.

c. The lodging accommodations should be economical and practical. In general, the employee should select the most reasonably priced accommodations available, but consistent with the purpose and goals of the trip.

d. When choosing a hotel for a conference, it is preferable to stay at the hotel where the conference is being held even though it may be slightly more expensive than others in the area.

e. Other non-business related room charges, including movies or refreshments are not reimbursable.

f. When making lodging reservations, be sure to ask if a "government rate" is available. Some cities exempt travelers on government business from their local transient occupancy tax (TOT). This can be as much as a 12-15% savings on lodging costs depending on the TOT rate. Check with the hotel for this exemption and form.

g. Since there is seldom a difference in the room rate for double occupancy, it is permissible for an employee to share a room with a spouse or guest at no additional cost to the City. However, if double occupancy of a room by a non-City employee results in an increased room rate, the difference shall be the employee's personal expense. Furthermore, incurring a non-business related expense using advanced City funds, or a City Cal-Card or credit card is prohibited.

10. Incidental Expenses

a. Incidental expenses include but are not limited to tips for persons who provide services, such as waiters, maids, porters, and baggage handlers.

b. Incidental expenses incurred while on an overnight business trip are covered by per diem. To receive reimbursement on incidental expenses incurred on a day business trip, receipts should be submitted whenever possible. If the employee is unable to obtain a receipt, the costs should be documented on the Travel Expense Log and on the Travel Form as a reimbursement request.

c. Business-related expenses such as telegrams and telephone calls, copying and faxing, computer accessories, tapes and other training materials purchased at a conference are reimbursable with receipts, and become property of the City. Whenever possible, employees should anticipate the need for supplies and should take whatever they need with them instead of purchasing these supplies at their destination, where the cost may be significantly more than what the City would normally pay.

d. Tips are generally an allowable and reimbursable cost of business travel, but they must be reasonable.

1) For business trips not involving per diem, they should never exceed 15%-20% of the cost of the meal.

2) For ground transportation, they should not exceed 15% - 20% of the fare.

11. Non-Reimbursable Expenses

a. Personal entertainment costs are not reimbursable. These include headphones or alcoholic beverages purchased on airplanes, video rentals and refreshment bars in hotel rooms, spas and gyms, laundry or dry cleaning and other items of a personal nature.

B. Travel Expense Report

1. When returning from a trip, a final accounting of all expenses related to the trip must be approved by the Department Head (or applicable Division Manager) and submitted to the Finance Department within fifteen working days. A travel expense report is required in all cases – there are no exceptions. This is mandatory whether or not the advance received is equal to the expenses incurred, whether the employee is eligible for additional reimbursement, or whether money is owed to the City.

2. The final accounting of the travel is made by completing the Travel Expense Report, Section Two of the Travel Form.

3. After completing the Travel Expense Report, the employee must place it in the Travel Expense Log envelope with all required receipts, sign the report attesting to its accuracy and submit it to your Department Head for review and approval. Remember, receipts are not required to justify meals and incidental expenses covered by per diem.

4. If the employee owes the City for the unused balance of a cash advance (other than per diem), he should pay the amount due to the Finance Department cashier and attach the receipt to his Travel Expense Report. The amount returned to the City must be applied as a credit to the expense account originally used for the cash advance.

5. Department Heads (or applicable Division Managers) approving Travel Expense Reports are responsible for ensuring that:

   a. All expenses are reasonable, necessary and consistent with these guidelines.

   b. Any required receipts are attached and enclosed in the Travel Expense Log.

   c. The final disposition is correct (balance due employee, or balance due City).

   d. Any amounts due to the City are fully reimbursed.

   e. Final accounting of all expenses related to the trip is submitted to the Finance Department within fifteen workdays following the employee's completed travel.

6. If the City owes the employee money, the employee may request reimbursement by forwarding the Travel Expense Report to the Finance Department along with a Request for Direct Pay. If the amount requested is $100 or less, a Petty Cash Request may be submitted for reimbursement. Requests for reimbursement by direct pay will be processed on the next available Accounts Payable check run, if submitted by the normal Accounts Payable deadline, but no later than ten workdays following receipt. Requests for reimbursement by petty cash will be reimbursed per the Petty Cash Policy.

7. If the employee owes the City money, he should pay the Finance Department cashier and forward the Travel Expense Report with the cash register receipt attached evidencing payment of the amount due.

Summary of Travel and Related Business Expense Policy

A. TRAVEL AUTHORIZATION REMINDERS (Part I of Travel Form)

Employee	• Consult with Department Head or applicable Division Manager on the need for travel. • Carefully plan the itinerary, including basic transportation, ground transportation, lodging, and meals and incidentals. • Complete the Travel Authorization (Section One of "Travel Form"); attach a copy of the announcement for the conference, meeting or seminar; attach a Request for Direct Pay for employee cash advance (if needed), and attach a Request for Direct Pay for each direct vendor payment request. All requests for vendor payments must include copies of the conference brochure or similar information. • It is the employee's responsibility to make and attach all necessary copies. Travel request packages submitted to the Finance Department without appropriate copies and documentation will be returned to the requesting department for follow-up and resubmittal. Checks will not be released before all authorized and required paperwork is received.
Department Head or if applicable, Division Manager	• Review Travel Authorization Form for compliance with City travel policy, employee's professional development needs, and department's overall training needs and priorities. • Verify that adequate funding exists in the appropriate travel budget to cover all costs. • If travel is out-of state, obtain City Manager's approval. • Approve the Travel Authorization Form, provide a copy to the employee and submit to the Finance Department for payment processing.
Finance Department	• Review the Travel Authorization Form for compliance with City Travel policy. • Make cash advance and vendor payments. • File Travel Authorization Form with copies of Direct Pays and all related Direct Pay forms for hotels, conference registration, etc., in employee file for subsequent matching and review of employee's Expense Reporting, which is due within fifteen workdays of his/her return from the business trip.

B. TRAVEL EXPENSE REPORTING REMINDERS (Part II of Travel Form)

Employee	• Complete the Travel Expense Report (Section Two of "Travel Form"), which is the mandatory accounting for all expenses incurred on the business trip. • Attach the Travel Expense Log and include all applicable business expense receipts. • Notate all business expenses on the log, by date, and check the appropriate box to indicate if the receipt is enclosed. • Sign the Expense Report, attesting to its accuracy. • Submit the completed package to the appropriate department authority in time to meet the requirement that the employee's Travel Expense Reporting be submitted within fifteen workdays after completion of travel. • Make payment to the City of Moreno Valley and submit to the Finance Department for any amount of the cash advance balance due and attach the receipt as proof of payment.
Department Head or if applicable, Division Manager	• Review the Travel Expense Report and Travel Expense Log for compliance with City travel guidelines. • Verify the accuracy of balances and review all expenses incurred for propriety and in relation to original goals of the business trip. • Approve the Travel Expense Report, make a copy for department records, and submit to the Finance Department. • Ensure that a Request for Direct Pay is attached if funds are due to the employee.
Finance Department	• Review the Travel Expense Report and Travel Expense Log for compliance with the City's Travel Policy. • File the Travel Expense Report and Travel Expense Log in the employee's vendor file and process any Request for Direct Pay if funds are due to the employee.

Any questions regarding the Travel and Related Business Expense Policy can be directed to the Finance Department, Accounts Payable Supervisor at (909) 413-3087.

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MV00210520

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: July 9, 2013

TITLE: AUTHORIZATION TO AWARD AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES TO RBF CONSULTING FOR THE STATE ROUTE 60/THEODORE STREET INTERCHANGE IMPROVEMENTS - PROJECT NO. 801 0052 70 77

RECOMMENDED ACTION

Recommendations:

1. Approve the Agreement for Professional Consultant Services with RBF Consulting, 3300 East Guasti Road, Suite 100, Ontario, CA 91761, to provide design services for a total contract not to exceed $1,750,183.

2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with RBF Consulting.

3. Authorize the issuance of a Purchase Order with RBF Consulting totaling $1,750,183 when the Agreement has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent related amendments to the Agreement for Professional Consultant Services with RBF Consulting, not to exceed the Purchase Order amount, subject to the approval by the City Attorney.

5. Authorize the re-appropriation of $2,000,000 in realized project savings from the Cactus Avenue/Nason Street Improvement project to the SR-60/Theodore Street Interchange Improvements project.

BACKGROUND

On April 26, 2011, the City Council Adopted a 2-Year Economic Development Action Plan that identified Eastern Moreno Valley as one of the five critical Areas of Opportunity. This 2-Year Economic Development Action plan referenced the need for CIP revenues to be strategically planned and used for new public improvements that benefit economic development.

At the April 2, 2013 City Council Study Session, a new 3-Year Economic Development Action Plan was presented to City Council that further expanded the previously referenced Eastern Moreno Valley area to include the World Logistics Center at Rancho Belago and the SR-60 East Corridor. This Economic Development Action Plan also further emphasizes the continued coordination of CIP revenues with economic development efforts. The Moreno Valley Freeway, State Route 60 (SR-60), is a major east-west transportation route within Riverside County and an integral part of the freeway network for the Southern California metropolitan area. The entire SR-60 route is considered a Priority Global Gateway trade corridor for movement of international trade. It is also a Surface Transportation Assistance Act (STAA) Route for use by oversized trucks. The SR-60/Theodore Street Interchange has regional significance. It serves as a major access point for the existing and proposed development in the Eastern Moreno Valley area.

On April 23, 2013, City Council approved a budget appropriation to create a new Capital Improvement Project Expenditure account for the SR-60/Theodore Interchange Improvements. The action appropriated initial seed money for City staff to coordinate with Caltrans and consultants to launch this project into the Caltrans-required preliminary engineering and environmental clearance phase. The City has always taken a proactive approach in moving forward with infrastructure projects in a timely manner to meet the demands of traffic growth patterns rather than dealing with the situation after grid lock and congestion exists.

On June 11, 2013, City Council approved the Adoption of the Fiscal Year 2013-2014 Capital Improvement Plan. The Plan contained the SR-60/Theodore Interchange anticipated schedule, which targeted completion of the Caltrans-required and technically called the Project Approval and Environmental Documentation (PA&ED) phase by February 2015, Design phase by November 2015, and Right of Way by November 2015, subject to availability of appropriate funding.

DISCUSSION

The approximately 50 year old SR-60/Theodore Street Interchange is in need of operational and capacity improvements. The needed improvements will correct existing geometrical deficiencies, improve access and reduce congestion for existing traffic volumes as well as forecasted increased traffic demands. Without improvements, based on 20 year traffic projections in accordance with the City's General Plan growth build-out, the eastbound SR-60 on & off ramps are expected to operate at LOS (Level of Service) F (heavy congestion and unacceptable delays) in the PM peak hour, while the

westbound SR-60 on & off ramps are expected to operate at LOS E and F, respectively in the AM peak hour.

In order to proceed with the planning and design efforts for the needed improvements for the SR-60/Theodore Street Interchange, the City solicited proposals from professional design consultants with expertise in Caltrans interchange design. Requests for Proposals (RFP) for Professional Consultant Planning (Project Approval and Environmental Documentation) and Design Services (Plans, Specifications and Estimates) were requested by email to a list of several hundred professional consultants, posting to the City Website, and advertisement in the Press Enterprise.

The City received three (3) proposals in response to the RFP. A Selection Committee, comprised of City and Caltrans staff, reviewed and rated all proposals, based on qualifications-based selection criteria. All three firms were invited for interviews. RBF Consulting was selected as a result of a competitive selection process as the most qualified consultant to complete the subject project. RBF Consulting was ranked first for several important reasons. The firm demonstrated a very thorough understanding of the work. The firm had recently completed a very similar interchange project in a neighboring city in a similarly expedited manner. The firm demonstrated excellent technical ability in all critical areas. The firm proposed and committed qualified staff and subconsultants that are familiar with Caltrans procedures. They identified substantial time savings in design and in construction, thereby achieving expedited delivery of the project. The firm had completed and submitted to Caltrans the draft Project Study Report-Project Development Support (PSR-PDS) for the interchange and was very familiar with the interchange operations. Upon their top ranking, contract negotiations were conducted with RBF Consulting, and agreement has been reached.

As part of the first phase of work, the planning scope of work consists of scoping and development of alternatives, Caltrans Project Report, surveys, utility investigations, and right-of-way research. The scope also includes environmental studies, resulting in preparation of an approved environmental document in accordance with National Environmental Protection Act (NEPA)/California Environmental Quality Act (CEQA) guidelines. In addition, the Consultant will prepare mapping, Geometric Approval Drawings (GADs), structural analyses, and other design-related deliverables to support the environmental studies, and concurrently as needed to meet the delivery schedule for completion of planning, design, and right-of-way acquisition as approved in the adopted Capital Improvement Plan.

The cost of design services is $1,750,183. The consultant will be held to strict milestone payment requirements as stipulated in the Agreement, ensuring satisfactory performance measured by work item deliverables and approvals by both the City and Caltrans. Upon satisfactory completion of the first phase, and available funding, the Consultant may be retained to complete the second phase of the work. The second phase consists of final design and right-of-way tasks, including preparing plans, specifications, and estimate, right-of-way acquisition, utility coordination, permitting, and agency coordination. Construction support services will be considered a third phase of the project once the design is nearing completion. It is the intent to retain the same consultant who prepares the design for construction support as it is required by Caltrans

procedures. The City will proceed with the second and third phases upon successful completion of the prior phases and availability of funds. The consultant's scope of work submitted for the second phase will be used as a starting point for contract negotiations at the appropriate time when a preferred alternative has been selected. The current action requested of City Council is to approve the Agreement for the first phase. With the recent completion of the Cactus Avenue/Nason Street Improvement project, it is proposed that the savings be utilized to fund the PA&ED (first phase) work for the SR-60/Theodore Street Interchange project.

Caltrans will require the City to enter into Cooperative Agreements by phase, setting forth the City's and Caltrans responsibilities for that particular phase. Contingent upon available funding, federal-aid reimbursement may be sought for current and/or subsequent phases of this project; therefore, all activities will conform to Federal Highway Administration (FHWA) requirements. The consultant's proposed overhead rate is subject to Caltrans audit to comply with Federal Acquisition Regulations, and once the audit is complete, the rate may be adjusted accordingly.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will allow the project to move forward in a timely manner with the preliminary engineering and environmental phase.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will not allow the preliminary engineering and environmental phase of the project to be initiated which inevitably will delay the timeliness of the needed improvements at the referenced interchange.*

FISCAL IMPACT

The April 2013 City Council appropriation of $138,000 utilized all available Developer Impact Fee (DIF) Interchange Improvements Capital Projects funds (Fund 3311). These funds can only be used for interchange related improvement efforts. With the recent completion of the Cactus Avenue/Nason Street Improvement project it is proposed that $2,000,000 of the savings be utilized to fund the PA&ED (first phase) work for the SR-60/Theodore Street Interchange Improvements project. Staff is requesting a re-appropriation of $2,000,000 from Measure A funds allocated to the Cactus Avenue/Nason Street Improvement project to the SR-60/Theodore Street Interchange project. There is no impact to the General Fund.

Proposed Re-Appropriation:

Cat.	Fund	Project No. (PN)	Type	Original Budget	Proposed Adjustment	Revised Budget
CIP	Cactus Avenue/Nason Street Improvements	801 0019 70 77-2001	EXP	$25,182,845	($2,000,000)	$23,182,845
CIP	SR-60/Theodore Street Improvements	801 0052 70 77-2001	EXP	$138,000	$2,000,000	$2,138,000

AVAILABLE FUNDS

Fiscal Year 2013/14 SR-60/Theodore Street*	
(Account No. 3311-70-77-80001) (Project No. 801 0052 70 77-3311)...	$ 138,000
Proposed Re-Appropriation	
(Account No. 2001-70-77-80001) (Project No. 801 0052 70 77-2001)...	$ 2,000,000
Total FY 2013/2014 Project Budget	$ 2,138,000

**As approved in the FY 2013/2014 Capital Improvement Plan.*

ESTIMATED COST FOR PA&ED PHASE

Consultant Costs.....	**$ 1,750,000**
Project Administration*.....	$ 200,000
Total Estimated Cost.....	$ 1,950,000

**Includes City project administration, application fees, and other related miscellaneous costs.*

ANTICIPATED PROJECT SCHEDULE

Start Preliminary Engineering and Environmental Document Phase ..... August 2013
End Preliminary Engineering and Environmental Document Phase..... February 2015

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

SUMMARY

Through a qualifications-based selection process, RBF Consulting was identified as the most qualified firm to provide planning and design services for the SR-60/Theodore Street Interchange Improvements project. RBF Consulting is recommended to complete the planning, preliminary engineering, and environmental documentation phase in the amount of $1,750,183. Staff recommends the City Council approve the Agreement for Professional Consultant Services with RBF Consulting, in the form attached hereto, and authorize the issuance of a Purchase Order totaling $1,750,183. Staff also recommends the re-appropriation of savings from the Cactus Avenue/Nason Street project to the SR-60/Theodore Street Interchange Improvements project which will allow for the initiation of work efforts to get this important project started in order to facilitate timely development in the Eastern Moreno Valley area.

ATTACHMENTS

Attachment 1 – Location Map

Attachment 2 – Agreement for Professional Consulting Services

Prepared By:
Margery Lazarus, P.E.
Senior Engineer

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

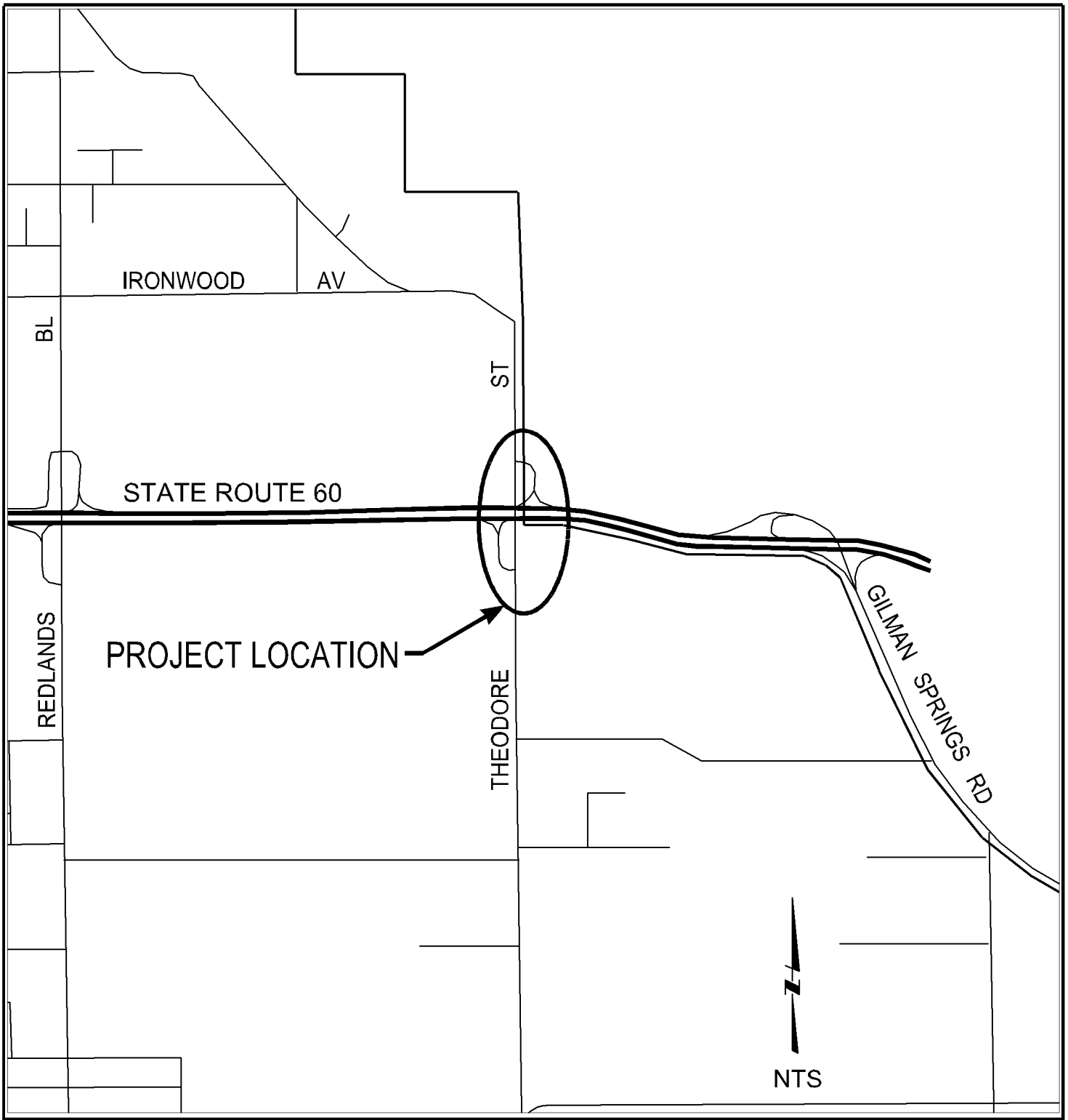

THEODORE STREET

LOCATION MAP
Public Works Department
Capital Projects Division

ATTACHMENT 1

SR 60 & THEODORE STREET
INTERCHANGE IMPROVEMENTS
Project No. 801 0052 70 77

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MV00210528

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) - ZONAL PROJECT NO. 801 0052 70 77

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **RBF Consulting,** a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project; and

WHEREAS, the Consultant has committed to separately complete the Project Study Report-Project Development Support (PSR-PDS) for the SR-60/Theodore Street Interchange (Caltrans EA 0M590);

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

DESCRIPTION OF PROJECT

1. The project is described as professional consultant services for:

STATE ROUTE 60/THEODORE STREET INTERCHANGE IMPROVEMENTS

Project No. 801 0052 70 77

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of **$1,750,183** in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on **December 31, 2016** unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "E" attached hereto and incorporated by this reference.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

12. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be

subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

15. (a) To the maximum extent allowable by law, the Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD) and the Western Riverside Council of Governments (WRCOG), and the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, MVHA, CSD and WRCOG, and the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, their officers, agents or employees.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any

person, including injury to the City's, MVHA's, CSD's, and WRCOG's and the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, MVHA, CSD and WRCOG, and the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such Public Liability and Property Damage Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

GENERAL LIABILITY

Bodily Injury	$1,000,000 per occurrence
Property Damage	$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum general liability limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, MVHA, CSD and WRCOG and the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant

in the course of carrying out the Agreement.

(g) A Certificate of Insurance, or an appropriate insurance binder evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(h) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, the Moreno Valley Community Services District and Western Riverside Council of Governments, and the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, their officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, the Moreno Valley Community Services District and Western Riverside Council of Governments, and the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, its officers, employees and agents, under any third party liability policy."

(i) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(j) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings at all times and during all phases of the project.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other projects without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

(b) Upon notice of termination, the Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain for its files copies of any and all materials, including drawings, documents, and specifications produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings, regardless of the completeness of said documents.

(c) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(d) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant. Consultant acknowledges that Consultant work product produced under this Agreement may be public record under State law.

(e) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

25. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

27. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
City Manager

DATE: _____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

RBF Consulting

BY: _____

TITLE: _____
(President or Vice President)

BY: _____

TITLE: _____
(Corporate Secretary)

Enclosures: Exhibit "A" – City's Request for Proposal
Exhibit "B" – Consultant's Proposal
Exhibit "C" – City's Responsibility
Exhibit "D" – Terms of Payment
Exhibit "E" – Consultant's Schedule

REQUEST FOR PROPOSAL
FOR PROFESSIONAL CONSULTANT SERVICES
STATE ROUTE 60/THEODORE STREET INTERCHANGE IMPROVEMENTS
PROJECT NO. 801 0052 70 77

I. INVITATION

You are hereby invited to submit a Proposal for Professional Consultant Planning (preliminary engineering and environmental documentation) and Design Services associated with the interchange improvements for State Route 60 (SR 60) at Theodore Street as shown on the enclosed Location Map.

Six (6) paper copies (including one [1] copy unbound and paper clipped) and one [1] digital copy in pdf format on compact disk of your Proposal shall be submitted no later than **12:00 p.m. (noon), May 9, 2013**, addressed to Capital Projects Division, 14325 Frederick Street, Suite 9 (hand delivery), or 14177 Frederick Street, P.O. Box 88005, Moreno Valley, California 92552-0805 (mail delivery) (postmark will not be accepted), Attention: Margery Lazarus, Senior Engineer P.E. (Contract Administrator).

II. PROJECT DESCRIPTION

The purpose of the project is to alleviate congestion, enhance freeway access and regional goods movement, and increase vertical clearance by realigning the SR 60/Theodore Street ramps, adding auxiliary lanes, and replacing the overcrossing structure at SR 60/Theodore Street. The proposed project includes: 1) reconstruction and realignment of SR 60/Theodore Street ramps with auxiliary lanes, 2) widening of Theodore Street and replacement of the overcrossing structure, 3) installation of signalization, 4) provision for California Highway Patrol (CHP) enforcement areas as required, 5) addition of ramp metering as required, 6) provision for truck operations, 7) coordination of utility relocations, 8) provision for landscaping and irrigation, and/or hardscape, to the extent required, and 9) related improvements as required by the City and Caltrans.

This project will require: a Project Report (PR); environmental documentation; Geometric Approval Drawing (GAD); design; right-of-way acquisition; utility relocation; Plans, Specifications, and Estimate (PS&E); permitting; agency coordination; and related services, all in accordance with California Department of Transportation (Caltrans) and City of Moreno Valley (City) requirements.

A draft Project Study Report-Project Development Support (PSR-PDS) has been submitted to Caltrans, including the Preliminary Environmental Analysis Report (PEAR).

III. PROJECT FUNDING AND SCHEDULE

The City is currently funding the planning phase through various City fund sources. In order to proceed with an expedited delivery and completion of the design phase no federal funds are anticipated to be used during the design phase. However, the Consultant must prepare all applicable documents in a manner that assumes at least partial federal funds will be utilized during the construction phase. **Because it is anticipated that federal-aid reimbursement may be sought for various phases, it is imperative that all activities conform to federal requirements. Failure to conform will jeopardize potential federal funding.**

The City intends to have the selected consultant complete the Planning, Design, and Right-of-Way/Utility phases within two years and nine months of notice-to-proceed (NTP). Anticipated NTP is approximately July 9, 2013 (assuming a post award audit is acceptable to Caltrans), and expected completion is April 30, 2016.

Consultant shall be advised of target selection process dates as follows: Shortlist May 16, 2013; interviews May 22, 2013; complete negotiations June 3, 2013; contract approval by City Council June 25, 2013.

IV. SCOPE OF ENGINEERING SERVICES

A draft PSR-PDS dated February 2013 was submitted to Caltrans for review. The submittal included the following: PEAR, Traffic Engineering Performance Assessment, Storm Water Data Report (SWDR), Conceptual Cost Estimate – Right of Way Component, and Division of Engineering Services Scoping Checklist. The submittal and the City Comments are attached to this RFP. Caltrans comments are pending.

The scope of this project consists of a Project Report. The scope includes preparation of environmental analyses leading to documentation for an Initial Study/Environmental Assessment (IS/EA) in accordance with National Environmental Protection Act (NEPA)/California Environmental Quality Act (CEQA) guidelines. It is anticipated that up to three build alternatives will be analyzed, along with the "no-build" alternative. In addition, the Consultant will be required to prepare mapping, Geometric Approval Drawings (GADs), structural analyses, and other design-related deliverables concurrently as needed to meet the schedule.

Upon satisfactory completion of the PR and environmental document, the Consultant may be retained to complete the Design Phase, consisting of remaining final design tasks, right-of-way acquisition, utility coordination, permitting, and agency coordination. The Consultant will separate the Planning Phase scope, Design Phase scope, and Right-of-Way scope, and also clearly identify and segregate the design-phase tasks that will be performed concurrently with the Planning Phase.

The Consultant shall be required to follow current policy and guidelines regarding design conformance with the Americans with Disabilities Act (ADA).

The current project construction estimate, depending upon alternative, ranges from $31,500,000 to $38,800,000. Approximate right-of-way and utility relocation costs are estimated at $6,000,000.

A. PLANNING/PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED) PHASE

1. Project Report (PR), Geometric Approval Drawing (GAD), and Structures

The Consultant shall prepare a PR document according to current Caltrans requirements, as shown in Caltrans Project Development Procedures Manual, and in accordance with District 8 requirements. The PR will include existing and forecasted traffic, design volumes, and accident data; current

cost estimate; Right-of-Way Data Sheets; Exceptions to Non-Standard Mandatory and Advisory Design Features; and all information in accordance with current Caltrans and District requirements and procedures. In addition, the Consultant shall prepare Advance Planning Studies consisting of up to two alternative structure types, including **one aesthetically unique structure**. All alternatives shall provide the required minimum vertical clearance and thorough accommodation of truck operations. The Consultant shall prepare all structure-related design and submittals in accordance with Caltrans requirements.

The Consultant shall prepare required engineering studies to support the PR and the environmental document preparation (see below), including development of horizontal and vertical geometry, typical section, and cost. To support the engineering effort, the Consultant will study geology, conceptual bridge structure types, utilities, drainage, traffic capacity, traffic operations, truck operations, and traffic management, including partial or full closure of the interchange to facilitate construction.

The Consultant shall evaluate structure types and prepare up to two bridge architecture aesthetic renderings for build alternatives, including one unique bridge type with aesthetic spire(s).

The Consultant shall prepare the Right-of-Way Data Sheets, along with supporting documentation to facilitate review. Data Sheets will include a detailed utility relocation estimate for affected facilities, including Southern California Edison 115 kV overhead facilities. Caltrans will review and approve the Right-of-Way Data Sheets along with any other right-of-way and survey-related deliverables.

2. Environmental Documentation

The Consultant shall prepare environmental documentation in accordance with State and Federal guidelines and procedures. The Consultant shall prepare Purpose and Need, and other required documents. The Consultant shall prepare required technical reports and analyses to address, as appropriate, traffic (including interchange closure feasibility during construction), noise impacts, air quality, lighting, wetlands, floodplains, wildlife and plants, relocation impacts, historic and cultural resources, archaeological resources, paleontological resources, social and economic changes, park lands and recreational areas, farm lands, tribal consultation, hazardous waste, aerially deposited lead, geological, water quality, energy, and visual effects. The Consultant shall identify permits, and shall coordinate with permitting agencies. For estimating purposes, Consultant will assume two "build" alternatives will be analyzed throughout the completion of the final environmental document. Caltrans will make the final NEPA and CEQA determinations.

3. Surveying and Mapping

a. The Consultant shall perform aerial photography and design-level surveys to conform to the Caltrans Surveys Manual. The Consultant shall perform aerial photography to cover all potential impacted intersections and interchanges. Consultant shall perform design survey to the required accuracy for contours to perform the design, establish the limits of the new right-of-way, and locate all existing utilities and the future location of the relocated utilities. The Consultant shall confirm required survey accuracy with Caltrans. Caltrans will review and approve all survey-related work and deliverables.

b. The Consultant shall provide base mapping suitable for the design of the project, in English units and in digital format. Horizontal datum will be verified with Caltrans. Consultant shall retain aerial photography in the event that the selected alternative requires additional base mapping during the course of PS&E.

c. The Consultant shall provide cross-sections at a scale and frequency approved by Caltrans within the limits described. Topography shall include, but not be limited to, all features within the right-of-way. Topography shall extend a minimum of three hundred feet (300 foot) beyond the existing and future join points and curb returns at intersections.

4. Research of Record Information

a. The Consultant shall perform all research of agency records, as necessary, to secure the information, clearances, and/or plan review services required to identify, locate, and accurately lay out all underground improvements and easements, centerline, right-of-way, and private property lines.

b. The Consultant shall perform all research of private development plans adjacent to or affecting the project site, as necessary, to secure the information, clearances, and/or plan review services required to identify, locate, and accurately lay out all underground improvements and easements, centerline, right-of-way, and private property lines.

c. The City will provide copies of available pertinent City records such as survey ties, benchmarks, and street plans that the City knowingly has in its possession.

5. Existing Utilities Research and Potholing

a. The Consultant shall conduct existing utility research for all utilities within the project limits to identify, locate, and accurately lay out all underground improvements.

b. The Consultant shall provide preliminary notification letters to the utilities and request current information. The Consultant shall provide additional notification letters to the utilities and/or call utilities, as necessary, until a written response is received from the utility. The City will provide the required format in the current version of Microsoft Word for Windows. The Consultant is responsible to complete and mail the document, and provide the City with a copy. The City will be responsible for printing all letters on City letterhead.

c. The Consultant shall measure the height of the existing overhead utility lines for freeway, ramp, traffic signal, safety lighting, and street light vertical and horizontal clearances.

d. The Consultant shall positively locate all utilities in accordance with Caltrans' policy on High and Low Risk Utilities. The Consultant shall pothole all underground utilities to determine the depth for clearance and connection points or conflicts for any underground improvements such as gas lines, sewer lines, storm drains, aqueducts, or waterlines. The Consultant shall submit to each utility company a preliminary set of Plans that provide the location, elevation of the utility, and the elevation of the improvement with the conflict area clouded to show the utility companies the areas of conflict with the proposed improvement. The potholing information and plan shall be submitted to the City after completion of this task. If an area of possible conflict was not potholed, the Consultant shall pothole the area to verify no conflicts, at no additional cost to the City.

6. Geotechnical

a. The Consultant shall submit a geotechnical exploration plan for City and Caltrans review, reflecting location and type of boring. The Consultant shall identify owners and agencies from which right-of-entry permits are required, and shall submit a list to the City, with mailing addresses. The Consultant shall prepare and the City will mail right-of-entry letters. The Consultant shall evaluate whether appropriate environmental clearance is needed, and obtain if needed.

b. A qualified geotechnical engineer shall prepare a draft Geotechnical Design Report (GDR), preliminary Foundation Report, preliminary Materials Report, and preliminary Life Cycle Cost Analysis (LCCA). All reports shall be in accordance with Caltrans procedures, regulations, manuals, standards, policies, and format. The pavement structural sections shall be determined by a qualified Geotechnical Engineer in accordance with Caltrans policies and procedures. Consultant shall identify known faults and evaluate risks, if any.

c. The Consultant shall propose Traffic Indices (TI) for the auxiliary lanes, ramps, and freeway mainline, and obtain Caltrans approval.

Consultant shall propose TI for Theodore Street, and obtain City approval.

d. It will be the responsibility of the Consultant to notify Underground Service Alert and provide traffic control.

7. GAD Approval

The Consultant shall prepare final GAD, including preliminary right-of-way requirements, and submit for City and Caltrans review. The Consultant shall conduct a GAD review meeting.

8. Project Management and Coordination

a. Project Management and Coordination

The Consultant shall aggressively pursue project approvals, and provide proactive project management for the project, including: 1) management of the work, 2) coordination with the City, Caltrans, and all affected and involved agencies, 3) establishing schedule and budget conformance, 4) provide progress reporting, 5) completing other duties as required to obtain Caltrans approval, 6) conduct regular Project Development Team (PDT) meetings, 7) schedule and lead additional meetings, 8) coordinate with developers, utilities, and adjacent owners as directed by the City, and 9) prepare meeting agendas and minutes for all meetings. The minutes shall be distributed within five working days after the meeting to all attendees, and invitees, including the City's project manager. The minutes shall include, but not be limited to, a list of attendees with phone numbers and e-mail, a synopsis of discussion items, any pertinent information, the action items, and all follow-ups to the action items.

The Consultant shall monitor quality on all deliverables, calculations, and other work products. The Consultant shall prepare a Quality Control Plan for use during this phase of the project, and submit a copy to the City within thirty (30) calendar days of Notice-to-Proceed. This is not a separate task, but shall be included as part of project management.

b. Project Schedule

The Consultant shall provide a digital version of the project schedule in Microsoft Project format and a hard copy. The project schedule shall be updated regularly and handed out during the PDT Meetings.

A MS Project Schedule shall be required, in conformance with the Caltrans Work Breakdown Structure (WBS) for the project phases. The project schedule shall be divided into tasks and subtasks in detail including, but not limited to, City function timeline, Caltrans function timeline, and other outside sources such as agencies or

utilities. Some of the tasks shall be, but are not limited to, major milestones, deliverables, critical path items, and stakeholder meetings.

B. DESIGN/PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E) PHASE

1. Project Management, Coordination, and Quality Control

a. Project Management and Coordination

The Consultant shall provide project management for the project, including: 1) management of the work, 2) coordination with the City, Caltrans, and all affected and involved agencies, 3) establishing schedule and budget conformance, 4) provide progress reporting, 5) completing other duties as required to obtain Caltrans approval, 6) furnish the PS&E, 7) schedule periodic progress meetings with the City, 8) conduct regular Project Development Team (PDT) meetings with the City and Caltrans, 9) prepare meeting agendas and minutes for all meetings as noted above, and 10) perform Quality Control.

b. Additional Meetings

The Consultant shall conduct additional meetings as required to complete the project, including Safety Review meetings, Design Review meetings, ADA meetings, Peer Review meetings, Constructability Review meetings, Quality meetings, and meetings with stakeholders.

c. Project Schedule

The Consultant shall provide a digital version of the project schedule in Microsoft Project format and hard copy. The project schedule shall be updated regularly and handed out during the PDT Meetings as in the Planning Phase.

d. Caltrans Documentation

The Consultant shall prepare supporting documents (e.g., project scope) for required Cooperative Agreements with Caltrans. The Consultant shall also prepare the following Caltrans forms and documents as needed: Request for Authorization for preliminary engineering; Request for Authorization for right-of-way; Request for Authorization for utilities; Request for Authorization for construction; supporting documents (e.g., project scope) for Construction Cooperative Agreement with Caltrans; and supporting documents for the Maintenance and Traffic Signal Maintenance Agreements. All documents shall be in accordance with Caltrans requirements.

e. Permits

The Consultant shall identify and prepare applications for the necessary permits for construction. Potential agencies include the California Department of Fish & Game (CDFG), Regional Water Quality Control Board, Riverside County Flood Control and Water Conservation District, and U.S. Army Corps of Engineers.

The Consultant will be required to obtain a Caltrans Encroachment Permit to conduct engineering field studies. The Consultant shall obtain permits to enter and any other necessary permits from landowners for all research such as surveying, geotechnical, and any other design-related work.

f. Design Surveys

The Consultant shall continue to perform design surveys. The Consultant shall be required to prepare a complete and accurate design, and to tie in existing features. Cross sections shall be prepared at a scale and frequency approved by Caltrans.

2. Geotechnical

A qualified geotechnical engineer shall prepare a final Geotechnical Design Report (GDR), a Pavement Design Report (PDR), a Final Materials Report, and Pavement Life Cycle Cost Analysis (LCCA). All reports shall be in accordance with Caltrans procedures, regulations, manuals, standards, policies, and format. The pavement structural sections shall be determined by a qualified Geotechnical Engineer in accordance with Caltrans policies and procedures.

3. Right-of-Way

This project will require the acquisition of additional right-of-way. The acquisition process shall be conducted in accordance with Caltrans Standards, California Civil Code, and the California Relocation Assistance law adopted by resolution of the City Council of the City of Moreno Valley on August 19, 1986. Caltrans will review and approve all right-of-way-related work and deliverables. The right-of-way acquisition process shall include, but not be limited to the following:

a. Right-of-Way Requirements

The Consultant shall determine right-of-way needs and prepare maps for submittal to Caltrans Right-of-Way. The Consultant shall identify the need for new right-of-way, new access control, permanent easements, and temporary construction easements. The Consultant shall coordinate with affected agencies to determine right-of-way impacts (including utility right-of-way needs). Caltrans shall approve

right-of-way requirements prior to initiating preparation of right-of-way maps.

b. Right-of-Way Maps

1. The Consultant shall prepare right-of-way base maps in accordance with Caltrans requirements. Base maps shall show existing features with all right-of-way and easement areas, assessor's parcel numbers, addresses, types of businesses, property lines, footprints of buildings, setback distances from right-of-way to buildings, vegetation, and improvements in the take areas and existing driveways.

2. The Consultant shall identify all utilities that have prior rights.

3. The Consultant shall prepare right-of-way maps at a scale determined by Caltrans, reflecting all right-of-way for the project, including easements required for maintenance access, drainage, material sites, utilities, and construction work areas, as necessary. The Consultant shall also show access control.

c. Title Reports

The Consultant is to provide Title Reports for the properties that are directly adjacent to the project area. The Consultant shall first obtain written authorization from the Project Engineer prior to researching any parcel that appears to require a Title Report. Title Reports are to be shown as a separate task, and shall be estimated per unit cost. The Consultant is to provide said Title Reports to confirm right-of-way boundaries prior to any field survey work.

d. Appraisal Maps, Descriptions, Appraisals, and Negotiations

1. The Consultant shall prepare legal descriptions, plats, deeds, and maps for each parcel and each utility company (as required) for conveyance of marketable title interests and for accurate representation of right-of-way necessary for construction.

2. The Consultant shall prepare a right-of-way map acceptable to Caltrans.

3. The Consultant shall obtain appraisals of the required right-of-way and perform all acquisition negotiations. Appraised values shall be approved by the City prior to making offers. Consultant shall prepare a council memorandum requesting authorization of appraised amounts.

4. Existing Utilities Research and Coordination

   a. The Consultant shall update utility research performed during the Planning Phase for all utilities within the project limits. The Consultant shall prepare Utility Plan sheets depicting all known existing utility facilities from record research and field verification.

   b. The Consultant shall provide preliminary notification letters to the utilities and request current information. The Consultant shall provide additional notification letters to the utilities and/or call utilities, as necessary, until a written response is received from the utility.

   c. The Consultant shall measure the height of the existing overhead utility lines for freeway, ramp, traffic signal, safety lighting, and street light vertical and horizontal clearances.

   d. For electrical service, this area may be planned for service by the City of Moreno Valley Enterprise Services Administration. The Consultant shall obtain a release letter for source of power from the City of Moreno Valley Enterprise Services Administration, if necessary.

   e. The Consultant shall coordinate with SCE or the City of Moreno Valley Enterprise Services Administration for the source of power location for the traffic signals and location for the meter cabinets and traffic signal controller cabinets.

   f. The Consultant shall coordinate with the utility companies regarding the project related to modifications of their facilities. The Consultant shall determine special requirements for facilities including protection, relocation, right-of-way, easements, and construction.

5. Utility Potholing

   The Consultant shall update the potholing task to locate all utilities in accordance with Caltrans policy on High and Low Risk Utilities. The Consultant shall pothole any additional utilities or locations not potholed during the Planning Phase.

6. Utility Relocations

   a. The Consultant shall coordinate all utility relocations. Eastern Municipal Water District (EMWD), Southern California Edison (SCE), Southern California Gas Company, Verizon, and Metropolitan Water District (MWD) may have facilities in the project area.

7. Roadway, Drainage, and Traffic Plans; Specifications; and Reports

   a. The Consultant shall prepare 35% Plans, 60% Plans, 95% Plans, and 100% Plans, in accordance with Caltrans submittal requirements. Final Plans shall include title sheet; layouts; typical

cross sections; key map and line index; profiles and superelevations; construction details; contour grading; summary of quantities; drainage plans, profiles, details, and quantities; retaining walls (if required); sound walls (if required); stage construction and traffic handling; detour plans; construction area signs; pavement delineation plans; sign plans; electrical plans, consisting of lighting, sign illumination, ramp metering, traffic signal, and related interconnect system; design pollution prevention Best Management Practices (BMPs), treatment BMPs and critical construction site BMPs; landscaping and irrigation; and any other required plans.

b. The Consultant shall compile specifications using the applicable Caltrans Standard Special Provisions (SSPs) to prepare required Draft Special Provisions for the project. The Consultant shall utilize and incorporate the City "boiler plate" documents including the notice to bidders, proposal, bond forms, and agreement into the Draft Special Provisions.

c. The Consultant shall also prepare and submit required reports in accordance with Caltrans requirements unless noted otherwise. Reports shall be prepared and submitted at the appropriate plan submittal, including but not limited to the reports listed below. Reports shall be submitted in Draft and Final format.

1. Hydrology Report – the report shall include both off-site and on-site hydrologic calculations. Off-site calculations shall conform to the Riverside County Hydrology Manual and the City Standards.

2. Storm Water Data Report – the Consultant shall prepare a Storm Water Data Report consistent with Caltrans requirements.

3. Hydraulic Report - the on-site hydraulic computations shall be based on Caltrans and/or RCFC & WCD Standards.

4. Transportation Management Plan (TMP).

5. Final Traffic Report – the report will identify existing and forecasted traffic, collision history, lane configurations, level of service, capacity adequacy, and operational analyses including recommended signal timing plans, construction lane closures/traffic handling, detours, and work-hour restrictions.

8. Bridge PS&E

a. The Consultant shall prepare Structure Type Selection documents and Bridge General Plans to comply with the most current Caltrans guidelines and policies. The Consultant will prepare for and attend the Bridge Type Selection Meeting. Upon completion of the Type

Selection, the Consultant will submit and distribute meeting summary and required copies of General Plan and General Plan Estimate.

b. The Consultant shall prepare the 65% Unchecked Plans, 90% Plans, 100% Plans, and Final Plans in accordance with Caltrans submittal requirements.

c. The Consultant shall also prepare and submit required marginal estimates and design calculations, along with check calculations. The Consultant will also prepare and submit workday schedule.

d. The Consultant shall prepare and submit bridge four-scale plans.

9. Cost Estimate

a. The Consultant shall compile and prepare the Estimate based on all biddable construction items identified throughout the design package. Contingencies shall be included at the appropriate percentage in accordance with Caltrans procedures.

b. The Consultant shall be required to periodically submit updated cost estimates. Submission of computations does not relieve the Consultant's responsibility of submitting an accurate estimate of quantities.

10. Format Submission (<u>BOTH PHASES</u>)

a. Reports, Plans, Specifications, and Estimate shall be in dual units and must conform to Caltrans and Federal standards, regulations, policies, procedures, manuals, and practices. The Engineer shall provide clear, concise, and complete Plans. The Consultant shall include other details that are of benefit to and/or requested by the City such as details of private improvements to be constructed, reconstructed or relocated, consisting of driveways, fences, gates, and mailboxes.

b. Design of City streets shall conform to City Standard Plans and policies.

c. All drawings shall be prepared in MicroStation formats. The City will require conversion of drawings to AutoCAD format and electronic submittals to the City at the various phases of design. The final approved drawings are to be converted into AutoCAD format and submitted to the City. The final drawings are to be considered to be the property of the City at all times, and shall be submitted to the City in hard copy, along with electronic files, upon completion or as otherwise directed by the City.

d. Cross sections are considered necessary to properly and accurately design the improvements and to accurately establish the earthwork

volumes and extent of construction or reconstruction beyond the right-of-way lines onto private property, where and if necessary. Cross sections shall be prepared at a scale and frequency approved by Caltrans and the City. The cut and fill quantities shall be included with the cross sections. The cross sections shall be provided to the City at the same time as the final plans.

e. The City will provide the Consultant with its boilerplate Specifications and Technical Provisions. The Consultant shall be responsible for compiling the latest version of Caltrans Standard Special Provisions, signed by a Civil Engineer registered in the state of California.

11. Submittals to City, Caltrans, Agencies, and Utilities (BOTH PHASES)

a. The Consultant shall submit one (1) set of full size Plans and two (2) sets of half size Plans of the design drawings with each submittal for checking by the City, along with the previous check prints. The design drawings should be as complete, accurate, and error-free as possible before Plan checking is considered in order to reduce the number of plan checks required and related costs. The Consultant shall field review the site and compare the Plans to existing site conditions before all Plan submittals.

b. The Consultant shall submit one (1) set of full size Plans and two (2) sets of half size Plans of cross sections along with each submittal of the design drawings for City plan checking. One (1) reproducible and three (3) sets of cross sections shall be submitted along with the final submittal of the design drawings.

c. The Consultant shall, at no additional cost to the City, correct errors, omissions, and unworkable and/or improper design/drafting on the original drawings, which are discovered subsequent to the completion of the plan checking process.

d. The Consultant shall directly submit Plans to the utilities for review of conflicts (minimum of three utility notifications).

e. Upon completion of City reviews, and upon authorization by the City, the Consultant shall directly submit materials to Caltrans. For Plans, the Consultant shall first submit one (1) set of half-size "screencheck" Plans for review. Following this review, the Consultant shall submit up to twenty-five (25) sets of half-size Plans and Special Provisions to Caltrans. For other reports, the Consultant shall submit four (4) sets. For all deliverables submitted directly to Caltrans, the Consultant shall submit two (2) sets to the City at the same time.

f. The City shall receive a copy of all transmittals, submittals, and letters sent to utilities and agencies regarding the project.

12. COPIES OF THE DESIGN DRAWINGS AND CONTRACT DOCUMENTS

The City will have copies of the design drawings and Contract Specifications reproduced for bidding purposes.

13. Resident Engineer (RE) File

The Consultant shall prepare a RE File in accordance with City requirements. The Consultant shall submit two (2) copies to the City.

V. CONSULTANT'S PROPOSAL AND COMPENSATION

Consultant's Proposal shall be no more than forty (40) pages, excluding a cover letter of up to two pages, dividers, and certificates. Proposal shall clearly segregate the scope, schedule, and DBE utilization for the bridge overcrossing and the landscaping contracts. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration. The Consultant's Proposal shall include the following:

A. A statement that this Request For Proposal shall be incorporated in its entirety as a part of the Consultant's Proposal.

B. A statement that this Request For Proposal and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.

C. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's Request For Proposal except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."

D. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedence over this Request For Proposal.

E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.

F. A resource allocation matrix must be submitted with the Proposal. The resource allocation matrix shall list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on

each task listed, included in adjacent columns. The resource allocation matrix is required of both the primary consultant, as well as any sub-consultant. The resource allocation matrix, in addition to any tasks the consultant chooses to list, shall include but not limited to meetings, specific deliverables, and other relevant milestones.

G. A rate schedule must be submitted with the proposal. The rate schedule must list titles, names, roles, and hourly billing rates in rows. A statement that said hourly rate schedules in part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred shall also be included. All extra work will require prior approval from the City. (COST PROPOSAL DETAILS MUST BE IN A SEALED ENVELOPE)

H. A statement of sub-consultant's qualifications (including relief personnel) applicable to this project, including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.

A statement that the Consultant acknowledges and understands that the consultant will not be allowed to change any sub-consultant without written permission from the City.

I. A statement that all charges for Consultant (construction) services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.

J. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.

K. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.

L. A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this Request For Proposal. **An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of your Proposal submittal.** All extra work will require prior approval from the City. The City requests the consultant to provide in the proposal the number of hours on the job, in addition to the cost proposal. The Cost Proposal must be in a sealed envelope.

M. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

N. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.

O. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.

P. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.

Q. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

R. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

S. This solicitation and resultant Contract is not financed in whole or part with federal funds, but the City encourages Bidders to follow Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Bidders who obtain DBE participation on this Contract will assist the City in meeting its DBE goals for the Project.

DBEs and other small businesses are strongly encouraged to participate in the performance of this Contract. The City encourages Bidders to give DBEs and other small businesses the opportunity to participate in the performance of the Work that is the subject of this solicitation and to take all necessary and reasonable steps for this assurance. The Bidder shall not discriminate on the basis of race, color, national origin, sex, age, or physical or mental disability, sexual orientation or retaliation in the award and performance of subcontracts.

A Race Neutral program is one that, while benefiting DBEs, is not solely focused on DBE firms. A Race Neutral program utilizes measures that can assist a wide variety

of small businesses, including DBEs, such as arranging solicitations, times for the presentation of proposals, quantities, specifications, and delivery schedules in ways that facilitate DBE and other small business participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces). Race Neutral DBE participation includes: a DBE obtaining a prime contract through customary competitive procurement procedures; a DBE being awarded a subcontract on a prime contract, whether or not the prime contract has a DBE goal; and a DBE being awarded a subcontract from a prime contractor that did not consider its DBE status in making the award.

The Consultant is encouraged to include DBE firms in the proposal. Complete the forms listed in "Attachments" at the end of this RFP.

VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES

A. The Consultant shall be required to comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

B. The Consultant is required to submit certified payrolls weekly. This applies to all applicable field personnel working on the project. In accordance with Section 1771.5 (b) (5) of the California Labor Code, the City will withhold payments when the payroll records are delinquent or inadequate.

VII. FEDERAL EMPLOYEE BENEFIT

No member of, or delegate to, the Congress of the United States, and no Resident Commissioner shall be admitted to any share or part of the Agreement to the said project or to any benefit to arise from the same.

The Consultant shall complete and include the "Certification for Contracts, Grants, Loans, and Cooperative Agreements" and "Disclosure of Lobbying Activities" forms with the Proposal.

VIII. PAYMENT TO CONSULTANT

A. This work is to be performed for a "Not-to-Exceed Fixed Fee This method of payment is similar to the Cost per Unit Work, which is defined in Chapter 10 of the Caltrans Local Assistance and Procedures Manual, as follows: The Consultant is paid based on the work performed."

B. The Consultant shall provide a "Project Fee Schedule" indicating the fee for individual tasks with a "Not-to-Exceed Fixed Fee" which shall be the sum of all tasks, by part, phase, and milestone and shall be submitted in a separate sealed envelope with cost proposal.

C. Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.

D. The City will only process invoices and pay the Consultant for the applicable work completed after the successful performance milestones are achieved These milestones are:

1. Project Report complete and approved by Caltrans.
2. Fact Sheets approved by Caltrans.
3. Technical Studies approved by Caltrans.
4. Public Hearing conducted.
5. Draft IS/EA circulated.
6. Environmental Clearance (Notice of Determination) obtained.
7. Environmental Mitigation Negotiation and Permitting complete.
8. GAD complete and approved by Caltrans.
9. Design-level mapping complete.
10. 35% submittal approved by Caltrans.
11. 60% submittal approved by Caltrans
12. 95% submittal approved by Caltrans.
13. 100% submittal approved by Caltrans.
14. Legals/plats and appraisal reports are complete.
15. Right-of-way negotiations and related services on a property-acquired basis.
16. Any other additional authorized work on a task successfully completed and accepted basis.

The City shall make sole and final determination if a milestone as described above is complete and acceptable for payment.

E. Progress payments shall be based on tasks performed as identified in the Payment Schedule. Invoices will specifically identify job title, person-hours, and costs incurred by each task.

F. Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the "Not-to-Exceed Fixed Fee."

G. All tasks including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage, and delivery shall be supporting documentation presented at the time payment is requested.

H. The City will pay the Consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."

I. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an "Amendment to the Agreement" will be executed between the City and Consultant.

J. The Consultant shall receive no compensation for any re-work necessary as result of the Consultant's errors or oversight.

K. The Consultant shall include a reasonable assumption for salary cost escalation beyond the current year.

L. The Consultant shall provide Errors and Omissions Professional Insurance. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

M. The Consultant shall have Public Liability and Property Damage Insurance in the amounts as follows:

GENERAL LIABILITY		
Bodily Injury	$1,000,000	per occurrence
Property Damage	$ 500,000	per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

N. The Consultant shall have Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment in the amount of not less than $1,000,000.

O. The Consultant shall have Workers' Compensation Insurance in the amounts as will fully comply with the laws of the State of California.

P. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District, its officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District,

its officers and employees and agents, under any third party liability policy."

Q. Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

R. The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverage's nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the Agency, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amount established.

IX. INDEMNIFICATION - CITY WILL NOT ACCEPT ANY EXCEPTION TO THIS CLAUSE OF THE CONTRACT/AGREEMENT.

A. To the maximum extent allowable by law, the Consultant, when functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, MVHA and CDS, their officers, agents or employees.

B. The consultant, when not functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, MVHA, and CSD, their officers, agents or employees.

C. The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, MVHA's and CSD's employees

and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, MVHA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

X. TERMINATION FOR CONVENIENCE OF THE CITY - CITY WILL NOT ACCEPT ANY EXCEPTION TO THIS CLAUSE OF THE CONTRACT/AGREEMENT.

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

XI. INDEPENDENT CONTRACTOR

The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent Contractor. The personnel performing the said Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said work shall be responsible for all employee reports and obligations, including but not necessarily restricted to, social security, income tax withholding, unemployment compensation, and Workers' Compensation.

XII. CONTRACT

The Contract includes the Agreement for Professional Consultant Services, City's Request for Proposal, Consultant's Proposal, and Exhibits.

The Political Reform Act and the City's Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

XIII. GENERAL CONDITIONS

A. Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this

Proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant.

B. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).

C. The City reserves the right to reject any or all Proposals submitted. Any Contract awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.

XIV. Other Requirements

The following requirements are mandatory:

A. The Agreement is subject to pre-award audit by Caltrans, which is estimated to take a minimum of thirty (30) calendar days from the time Caltrans receives the pre-award audit submittal. After the pre-award audit recommendations are received, the Consultant's Proposal shall be adjusted by the Contract Manager to conform to the audit recommendations. The Consultant agrees that any audit recommendations regarding the contract amount, the Consultant's Proposal, or individual items of cost may be incorporated into the contract at the State's sole discretion. Refusal by the Consultant to incorporate the audit recommendations will be considered a breach of contract terms and cause for termination of the contract or rejection for consideration of contract.

B. The Consultant shall provide its complete name and address, including whether the Consultant is an individual, a partnership, or a corporation. The Consultant shall list the location of the office where the Consultant's work will be available for inspection by local agency and State representatives.

C. This work is to be performed for a "Not-to-Exceed Fixed Fee." This method of payment is similar to the Cost per Unit Work, which is defined in Chapter 10 of the Caltrans Local Assistance and Procedures Manual, as follows: The Consultant is paid based on the work performed.

D. The Consultant shall commence services upon written direction to proceed from the City. No charges are to be incurred prior to the Notice to Proceed.

E. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code Regulations, Chapter 21, Section 2500et seq., when

applicable or other matters connected with the performance of the contract pursuant to Government Code 8546.7; the Consultant and subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The State, the State Auditor, City, Federal Highway Administration, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the Consultant that are pertinent to the contract for audit, examination, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of $25,000 shall contain this provision.

F. Cost Principles - Title 48 Code of Federal Regulations (CFR) Chapter 1, Part 31 and Uniform Administrative Requirements, Title 49 CFR, Part 18 are incorporated herein by reference. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by the Consultant to the City.

G. The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this agreement. For breach or violation of this warranty, the City shall have the right to annul this agreement without liability, or at its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Consultant shall complete and return LAPM Exhibit 10-F, "Certification of Consultant, Commissions, and Fees," to City, prior to starting work.

H. Subcontractors, Assignment and Transfer - Consultant services are considered to be a personal relationship between the City and the Consultant; therefore, subcontracting, assignment, or transfer of any of the work except as otherwise provided for in the executed agreement is expressly prohibited. All subcontracts exceeding $25,000 in cost shall contain all required provisions of the prime contract.

I. The responsible Consultant shall sign all plans, specifications, estimates, and engineering data furnished by Consultant and where appropriate, indicate his/her registration number.

J. Conflict of Interest

1. The Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this contract, or any ensuing

City Construction project. The Consultant shall also list current clients who may have financial interest in the outcome of this Agreement, or any ensuing City construction project, which will follow.

2. The Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

3. Any subcontract in excess of $25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Agreement.

4. The Consultant hereby certifies that neither the Consultant, its employees, nor any firm affiliated with the Consultant providing services on this project, prepared the Plans, Specifications, and Estimates for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

5. The Consultant further certifies that neither Consultant, nor any firm affiliated with the Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this Agreement is also employed by the construction contractor for any project included within this agreement.

6. Except for subcontractors whose services are limited to materials testing, no subcontractor who is providing services on this Agreement shall have provided services on the design of any project within this contract.

Attachments (incorporated by reference):

Attachment "A"	Location Map
Attachment "B"	PSR-PSD – SR-60/Theodore Street Interchange Improvements (draft)
Attachment "C"	Traffic Engineering Performance Assessment (draft)
Attachment "D"	Storm Water Data Report – Short Form (draft)
Attachment "E"	Conceptual Cost Estimate – Right of Way Component (draft)
Attachment "F"	DES Scoping Checklist (draft)
Attachment "G"	Preliminary Environmental Analysis Report (draft)
Attachment "H"	City Comments
Attachment "I"	City Standard Consultant Agreement (no changes to this agreement will be allowed)
Attachment "J"	Disclosure of Lobbying Activities (Form LLL)
Attachment "K"	List of Subconsultants
Attachment "L"	Proposer's List of Subconsultants (DBE and Non-DBE) Parts I and II
Attachment "M"	Exhibit 10-O2 – Local Agency Proposer DBE Information

XV. SELECTION CRITERIA

Consultant may be invited to a selection interview. The Proposals will be rated/ranked according to the following criteria:

A. The Firm's General Experience and Qualification Information (10 points) – Information about the company (and all sub-consultants) including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services.

B. Experience of Key Personnel (30 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with state and federal procedures, local experience on comparable projects shown in Criteria Number 1 above, length of service with the firm, and reference information preferably with municipal agencies.

C. Project Approach/Understanding (60 points) – A project approach that reassures the City that the Consultant will deliver this project on time and within budget because they have an excellent grasp of the issues associated with this specific project and can obtain the necessary approvals. Discussion of major issues identified on the project and how Consultant team plans to address them; the management approach and organization necessary to complete the specific project; and outline of quality control measures to ensure delivery of a quality product on time and within budget.

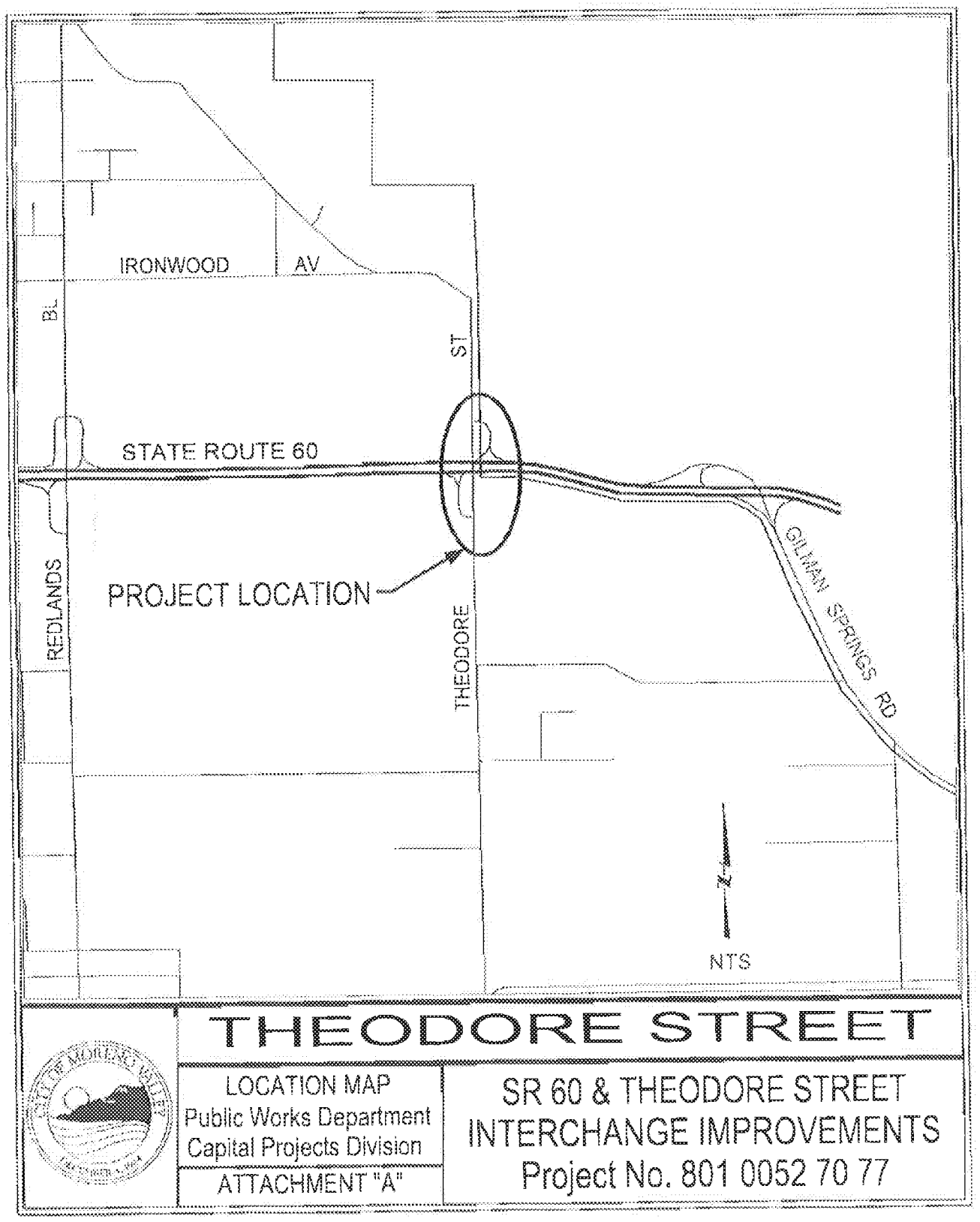
IRONWOOD
AV
BL
ST
STATE ROUTE 60
REDLANDS
PROJECT LOCATION
THEODORE
GILMAN SPRINGS RD
N
NTS
THEODORE STREET
LOCATION MAP
Public Works Department
Capital Projects Division
ATTACHMENT "A"
SR 60 & THEODORE STREET
INTERCHANGE IMPROVEMENTS
Project No. 801 0052 70 77

08 - Riv - 60 – PM 20.0/PM 22.0
Program Code 2010400911
EA 0M590
Project ID#0800000000
February 2013

Project Study Report-Project Development Support (PSR-PDS)
For
SR-60/Theodore Street Interchange Improvements
To
Request Approval of a Locally Funded Project to Proceed to Project Approval and Environmental Document Phase

On Route SR-60 – Theodore Street Interchange

Between Redlands Boulevard

And Gilman Springs Road

APPROVAL RECOMMENDED:

Margery Lazarus, P.E.
CITY OF MORENO VALLEY
Accepts Risks Identified in this PSR-PDS and Attached Risk Register

APPROVAL RECOMMENDED:

Emad Makar, P.E.
CALTRANS PROJECT MANAGER

APPROVED:

Basem Muallem, P.E.
DISTRICT DIRECTOR

DATE

Vicinity Map

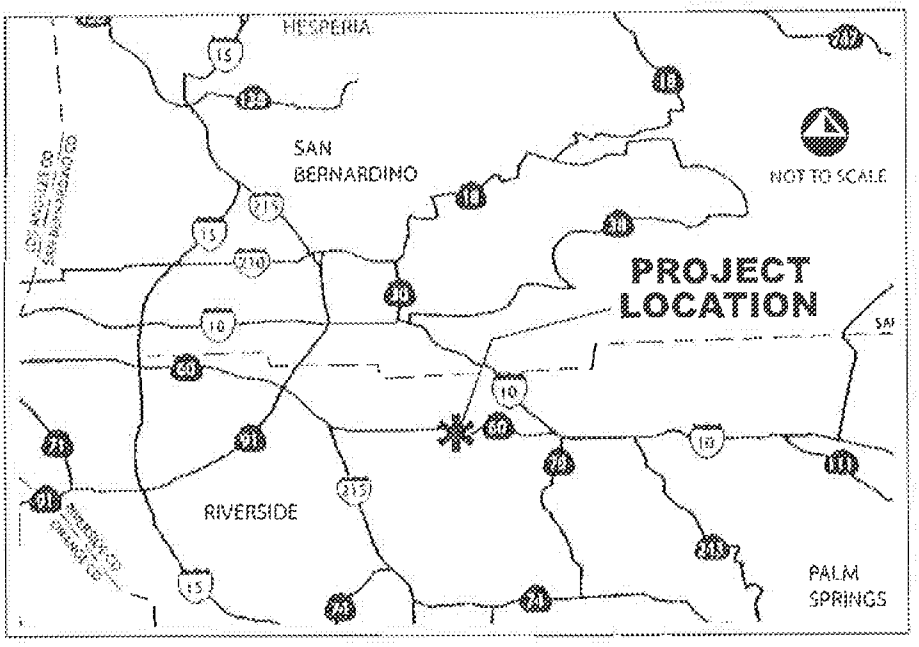

On Route SR-60 – Theodore Street Interchange

Between Redlands Boulevard

And Gilman Springs Road

This project study report-project development support has been prepared under the direction of the following registered civil engineer. The registered civil engineer attests to the technical information contained herein and the engineering data upon which recommendations, conclusions, and decisions are based.

Trisha Keith, P.E. *DATE*
REGISTERED CIVIL ENGINEER

Item No. A.9

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1. INTRODUCTION

The Moreno Valley Freeway, State Route 60 (SR-60), is a major east-west transportation route within Riverside County and an integral part of the freeway network for the Southern California metropolitan area. In an effort to improve traffic flow along the freeway, the City of Moreno Valley (City), in cooperation with the California Department of Transportation (Caltrans) District 8 and the County of Riverside, is proposing to reconstruct the local interchange at SR-60 and Theodore Street. This PSR-PDS includes four alternatives, including a no build alternative. Each of the three build alternatives would reconfigure the interchange by replacing the Theodore Street overcrossing and all interchange ramps. The project will be locally-funded. Caltrans will be the lead agency for California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance.

The SR-60/Theodore Street interchange is a major access point for existing and proposed logistics sites located in the eastern portion of the City. This area is projected to experience substantial growth for goods movement. Build out of the area, as well as increased shipping traffic through the area, will generate additional traffic on the freeway and at the interchange. Reconstruction of the interchange will address existing deficiencies and accommodate projected growth.

Below is a summary of the project information.

Project Limits	08-Riv-60 PM 20.0/PM 22.0		
Number of Alternatives	4 (One No Build, Three Build Alts)		
Alternative	Alternative 2	Alternative 3	Alternative 4
Capital Outlay Support for PA&ED	TBD	TBD	TBD
Capital Outlay Construction Cost Range	$38,800,000	$31,500,000	$37,800,000
Capital Outlay Right-of-Way Cost Range	$5,300,000	$5,500,000	$5,500,000
Funding Source	Local Funds		
Type of Facility	Freeway Interchange		
Number of Structures	1		
Anticipated Environmental Determination or Document	IS/EA with MND/FONSI		
Project Development Category	4A		

The remaining support, right of way, and construction components of the project are preliminary estimates and are not suitable for programming purposes. The Project Report will serve as the programming document for the remaining support and capital components of the project. A project report will serve as approval of the "preferred" alternative.

Project environmental studies are anticipated to begin in early 2013, and the project approval/environmental document (PA/ED) phase is expected to be completed by October 2014. Construction is anticipated to begin January 2016, with a duration of two years.

2. BACKGROUND

SR-60 is an east-west transportation route within Los Angeles, San Bernardino, and Riverside Counties. It connects Moreno Valley with coastal cities and the greater Los Angeles area to the west, and the communities of Beaumont, Banning, the cities of the Coachella Valley, and beyond to the east (see Attachment A). Its westerly terminus is located at the East Los Angeles Interchange complex, where it intersects with Interstate 5 (I-5), Interstate 10 (I-10), and US Route 101 (US-101). Its easterly terminus is located at its junction with I-10 in the City of Beaumont.

SR-60 is functionally classified as an Urban Principal Arterial. The entire route is considered a Priority Global Gateway trade corridor for movement of international trade. It is also a Surface Transportation Assistance Act (STAA) Route for use by oversized trucks.

The segment of SR-60 within the project limits is a four-lane freeway. It has two mixed flow lanes in each direction and an unpaved median. Based on Caltrans 2011 Traffic Data, the annual average daily traffic (AADT) volume to the east and west of the interchange is approximately 56,000 vehicles.

Theodore Street is north-south minor arterial in the City of Moreno Valley. To the north and south of the interchange, it is an undivided two-lane roadway without curbs or sidewalks.

The SR-60/Theodore Street interchange was designed and constructed in 1964. The existing interchange consists of the Theodore Street overcrossing with eastbound and westbound SR-60 entrance and exit ramps. The interchange shares characteristics with Type L-6 and Type L-7 two-quadrant cloverleaf interchanges. It is configured with hook ramps but, rather than terminating at parallel streets, the ramps terminate at Theodore Street. The existing ramp termini are stop-controlled.

In September of 2000, the City commissioned KFM Engineering, Inc. to prepare an interchange improvement study for five interchanges along SR-60: Nason Street, Redlands Boulevard, Gilman Springs Road, Moreno Beach Drive, and Theodore Street. The study proposed Theodore Street as a minor arterial north of SR-60 and a divided major arterial for the southerly portion. The proposed SR-60 / Theodore Street interchange configuration consisted of a modified partial cloverleaf.

Proposed development in the area includes the World Logistics Center, a plan for the development of up to 41.6 million square feet of modern high-cube logistics

warehouse distribution facilities on approximately 2,665 acres of land located immediately south of the SR-60 / Theodore Street interchange.

Existing nonstandard features within the project area include the following:

- The posted vertical clearance is 15'-5" in the eastbound direction and 15'-3" in the westbound direction. Minimum standard vertical clearance is 16'-6" for freeways.
- On Theodore Street, sidewalks are not provided some sections of shoulder are nonstandard.
- Interchange spacing between Theodore Street and Gilman Springs Road is approximately 3,850 feet. Minimum interchange spacing is one mile in urban areas and two miles in rural areas.
- Weaving length from the existing Gilman Springs Road on-ramp to the existing Theodore Street off-ramp is approximately 1,200 feet. Minimum weaving length is 2,000 feet in urban areas and 5,000 feet in rural areas.

Existing Structure

Theodore Street Overcrossing (PM 21.37, Bridge Number 56-0488) is a four-span precast concrete stringer structure. It is approximately 234 feet long, 38 feet wide, and spans four lanes of traffic on SR-60.

The City of Moreno Valley has identified the need for operational and capacity improvements at the SR-60/Theodore Street interchange. The City and Caltrans are members of the PDT and have been involved in the development of the purpose and need statement for the project.

Opportunities to incorporate Context Sensitive Solutions and Complete Streets concepts will be studied further in the PA/ED phase of the project.

3. PURPOSE AND NEED

Purpose:

The purpose of the proposed project is to reconstruct and improve the interchange at SR-60 and Theodore Street in order to correct existing geometric deficiencies, increase capacity, and improve operations. The proposed improvements will reduce congestion at the interchange and provide adequate access for existing traffic volumes as well as forecasted increased traffic demands.

Need:

The proposed project is needed to improve existing geometric deficiencies and address long range projected operational deficiencies at the SR-60/Theodore Street interchange due to forecasted growth and development in the area. Without improvements, by 2035, the eastbound SR-60 on- and off-ramps are expected to operate at LOS F in the PM peak hour, while the westbound SR-60 on- and off-ramps are expected to operate at LOS E and F, respectively, in the AM peak hour. The

intersections of Theodore Street at Ironwood Avenue, SR-60 westbound and eastbound ramps, and Eucalyptus Avenue are forecast to operate at LOS F in the PM peak hour.

Capacity and Transportation Demand
Daily traffic in the project area is expected to increase over time. The existing interchange has insufficient capacity for the projected traffic volumes, and will provide substandard levels of service. Existing and forecasted traffic volumes for 2012 and 2035 are shown in Section 4 of this report.

Social Demand and Economic Development
Similar to other areas in the Inland Empire, population growth continues to occur in the City of Moreno Valley. Major developments in the area, consisting of a mixture of residential, commercial, industrial, and office uses have been completed, are under construction, or are in the planning process. Build out of the area in accordance with the City of Moreno Valley General Plan will generate substantial traffic on the freeway and local streets leading to the interchange.

4. TRAFFIC ENGINEERING PERFORMANCE ASSESSMENT

A traffic impact analysis (TIA) prepared by Parsons Brinkerhoff, Inc. for the proposed World Logistics Center (WLC) in the City of Moreno Valley (dated February 2013) provided existing and forecast traffic conditions in the project area which served as the basis for the Traffic Engineering Performance Assessment (TEPA) for this project. Detailed methodologies and analysis can be found in the TEPA. Key findings and recommendations are summarized herein.

Three scenarios were selected from the WLC TIA to be evaluated in the TEPA:

1. Existing – *Existing baseline conditions (2012) without the WLC project (Scenario 1).* This scenario best reflects current existing conditions for the proposed SR-60/ Theodore Street Interchange improvements project.

2. Forecast Long-Range without WLC Project – *Existing baseline conditions plus other past, present, and reasonably foreseeable projects expected to be constructed by 2035, including full build-out of the City of Moreno Valley General Plan, without the WLC project (Scenario 7).* This scenario best reflects the long-term traffic condition without interchange improvements. It does not include the World Logistics Center project, but does include all other foreseeable build-out for that time.

3. Forecast Long-Range with WLC Project – *Existing baseline conditions plus other past, present, and reasonably foreseeable projects expected to be constructed by 2035, including full build-out of the City of Moreno Valley General Plan, plus the full build-out of the WLC project (Scenario 8).* This scenario best reflects the

long-term traffic condition with interchange improvements, which are similar to proposed Alternative 2 for this project.

Existing and Forecast Traffic Volumes

Table 1 shows the SR-60 and ramp segment peak hour volumes for the existing year (2012), forecast long-range (2035) without WLC project, and forecast long-range (2035) with WLC project.

Table 1: Existing and Forecast Peak Hour Volumes SR-60 and Interchange Ramps Segments

Location	Existing 2012		Forecast Long-Range w/o WLC Project		Forecast Long-Range with WLC Project	
	AM	PM	AM	PM	AM	PM
EB SR-60 from Redlands Blvd. to Theodore St.	1,614	1,920	3,200	4,500	3,640	4,280
WB SR-60 from Redlands Blvd. to Theodore St.	1,193	1,498	4,010	3,530	4,290	3,780
EB SR-60 from Theodore St. to Gilman Springs Rd.	1,521	1,915	2,088	2,858	1,853	2,771
WB SR-60 from Theodore St. to Gilman Springs Rd.	1,183	1,393	2,657	2,217	2,483	1,967
EB SR-60 Off-Ramp to Theodore St.	207	434	270	150	860	420
EB SR-60 Loop On-Ramp from Theodore St.	70	71	150	1,350	50	340
EB SR-60 Direct On-Ramp from Theodore St.	(1)	(1)	(1)	(1)	260	1,420
WB SR-60 Off-Ramp to Theodore St.	24	26	640	380	730	430
WB SR-60 On-Ramp from Theodore St.	34	131	90	230	530	650

Note: (1) This ramp does not exist in the Existing and 2035 w/o WLC Project scenarios.

Table 2 shows the Theodore Street segment ADT volumes for the existing year (2012), forecast long-range (2035) without WLC project, and forecast long-range (2035) with WLC project.

Table 2: Existing and Forecast ADT Volumes Theodore Street Segments

Location	Existing 2012	Forecast Long-Range w/o WLC Project	Forecast Long-Range with WLC Project

	ADT	V/C	ADT	V/C	ADT	V/C
Theodore St. from WB SR-60 Ramps to Ironwood Ave.	650	0.06	9,653	0.85	14,617	0.65
Theodore St. from EB SR-60 Ramps to Eucalyptus Ave.	2,018	0.18	8,699	0.77	34,518	0.68

Segment Levels of Service

Tables 3 and 4 summarize the existing and forecast segment levels of service (LOS) for SR-60, interchange ramps, and Theodore Street. Table 3 shows that, by the year 2035, LOS F is anticipated for eastbound SR-60 from Redlands Boulevard to Theodore Street in the PM peak hour, with LOS E expected for the same segment of SR-60 in the westbound direction in the AM peak hour. LOS E is anticipated for eastbound SR-60 between Theodore Street and Gilman Springs Road in the PM peak hour. The eastbound SR-60 on- and off-ramps are expected to operate at LOS F in the PM peak hour, while the westbound SR-60 on- and off-ramps are expected to operate at LOS E and F, respectively, in the AM peak hour.

Table 3: Existing and Forecast Segment Level of Service (LOS)
SR-60 and Interchange Ramps Segments

Location	Existing 2012		Forecast Long-Range w/o WLC Project		Forecast Long-Range with WLC Project	
	AM	PM	AM	PM	AM	PM
EB SR-60 from Redlands Blvd. to Theodore St.	B	B	C	F	D	E
WB SR-60 from Redlands Blvd. to Theodore St.	A	B	E	D	E	E
EB SR-60 from Theodore St. to Gilman Springs Rd.	B	B	B	E	B	E
WB SR-60 from Theodore St. to Gilman Springs Rd.	A	A	D	C	C	C
EB SR-60 Off-Ramp to Theodore St.	B	B	D	F	C	C
EB SR-60 Loop On-Ramp from Theodore St.	B	B	C	F	D	E
EB SR-60 Direct On-Ramp from Theodore St.	(1)	(1)	(1)	(1)	C	F
WB SR-60 Off-Ramp to Theodore St.	B	B	F	C	C	C
WB SR-60 On-Ramp from Theodore St.	B	B	E	D	E	D

Note: (1) This ramp does not exist in the Existing scenario.

Table 4: Existing and Forecast Segment Level of Service (LOS)
Theodore Street Segments

Location	Existing 2012	Forecast Long-Range w/o WLC Project	Forecast Long-Range with WLC Project
	LOS(1)	LOS(1)	LOS(1)
Theodore St. from WB SR-60 Ramps to Ironwood Ave.	A	C	A
Theodore St. from EB SR-60 Ramps to Eucalyptus Ave.	A	B	B

Note: (1) LOS values for Theodore Street segments were determined based on the WLC TIA values for segment capacities and volumes and Table 11: Level of Service (LOS) Standards for Surface Streets in Moreno Valley.

Intersection Levels of Service

Table 5 shows that the intersections of Theodore Street at Ironwood Avenue, the SR-60 ramps, and Eucalyptus Avenue are forecast to operate at LOS F in the PM peak hour by the year 2035, and the intersection of Theodore Street at SR-60 westbound ramps is forecast to operate at LOS F in the AM peak hour.

Table 5: Existing and Forecast Intersection Delay / Level of Service (LOS) Summary

Intersection	AM		PM	
	Delay (sec.)	LOS	Delay (sec.)	LOS
Existing 2012				
Theodore St. & Ironwood Ave. (Stop-Sign Controlled)	9.7	A	9.8	A
Theodore St. & SR-60 WB ramps (Stop-Sign Controlled)	9.0	A	9.6	A
Theodore St. & SR-60 EB ramps (Stop-Sign Controlled)	9.2	A	9.4	A
Theodore St. & Eucalyptus Ave. (Stop-Sign Controlled)	9.2	A	9.8	A
Forecast Long-Range w/o WLC Project				
Theodore St. & Ironwood Ave. (Stop-Sign Controlled)	22.9	C	992.4	F
Theodore St. & SR-60 WB ramps (Stop-Sign Controlled)	62.2	F	173.7	F
Theodore St. & SR-60 EB ramps (Stop-Sign Controlled)	13.5	B	999.9	F
Theodore St. & Eucalyptus Ave. (Stop-Sign Controlled)	10.5	B	68.9	F
Forecast Long-Range with WLC Project – includes interchange improvements similar to Alternative 2				
Theodore St. & Ironwood Ave. (Signalized)	6.6	A	7.5	A
Theodore St. & SR-60 WB ramps (Signalized)	14.4	B	20.1	C
Theodore St. & SR-60 EB ramps (Signalized)	2.2	A	34.1	C
Theodore St. & Eucalyptus Ave. (Signalized)	28.6	C	47.5	D

Safety / Accident Data

Traffic Accident Surveillance and Analysis System (TASAS) – Transportation System Network (TSN) data was provided by Caltrans District 8 and included accidents that occurred between July 1, 2008 and June 30, 2011 on SR-60, from PM 19.0 to 23.0, as well as the interchange ramps. A summary of the accident data provided in TASAS Table B is shown in Table 6 below:

Table 6: TASAS-TSN Table B Accident Rates from 7/1/2008 to 6/30/2011

Location	Number of Accidents			Accident Rates[1]					
				Actual			Average		
	Total	Fatal	Inj	Fatal	F+I	Total	Fatal	F+I	Total
Eastbound									
Mainline PM 19.0/23.0	70	1	31	0.008	0.27	0.59	0.006	0.23	0.69
Theodore Street Exit Ramp	3	1	0	1.661	1.66	4.98	0.003	0.35	1.01
Theodore Street Entrance Ramp	1	0	0	0.000	0.00	2.28	0.005	0.14	0.44
Westbound									
Mainline PM 19.0/23.0	78	0	30	0.000	0.25	0.66	0.006	0.23	0.69
Theodore Street Exit Ramp	0	0	0	0.000	0.00	0.00	0.007	0.34	1.04
Theodore Street Entrance Ramp	0	0	0	0.000	0.00	0.00	0.003	0.24	0.72

Note: 1. Accident rates are expressed as # of accidents/ Million vehicle miles for mainline, and # of accidents/Million vehicles for ramps.

The majority of accidents on the SR-60 mainline were sideswipes or incidents where vehicles struck objects, and the primary collision factors were mostly improper turns, speeding, or other violations. On the Theodore Street exit ramp, two of the accidents were attributed to speeding and one to improper turn movement. All three resulted in vehicles striking curb, dike, or guardrail. The accident on the eastbound Theodore Street entrance ramp resulted in a vehicle striking the guardrail along the ramp, and was attributed to improper turn movement.

The proposed interchange improvements would provide greater deceleration length and larger radius curves on the exit ramps, which would give drivers more opportunity to slow after leaving the mainline and negotiate turns. Proposed entrance ramps would be longer and have fewer tight curves, which should again improve drivers' ability to negotiate turns. As a result, accidents attributed to the existing hook ramp configurations should be minimized. On SR-60 mainline, auxiliary lanes will be considered between the Redlands Boulevard, Theodore Street, and Gilman Springs Road interchanges, which would improve weaving conditions between the ramp junctions.

Recommended Design Features

The following features are recommended for consideration during design in PA/ED to improve operations and safety on SR-60 and Theodore Street, and at the interchange:

- Auxiliary lanes
- Acceleration/Deceleration lanes
- Pedestrian crossing systems
- Traffic signals
- Metal beam guard rails
- Lighting
- Clear zones
- Ramp metering and detection systems

Traffic Engineering Studies

The traffic study prepared for the project during PA/ED will include the following analyses:

- Capacity
- Delay
- Queue
- Level of service
- Signal warrants
- Ramp merge/diverge
- Weave analysis
- Special truck studies
- Ramp metering analysis

Other Traffic Considerations and Coordination

In addition to the traffic analyses listed above, traffic-related efforts during PA/ED should include the following:

- Electrical systems, including traffic signals, safety lighting, and overhead sign structures

- Coordination with Caltrans and the City regarding signal coordination and connection to the City TMC
- TMP data sheets
- Stage construction

5. DEFICIENCIES

Based on traffic projections, three of the four segments of SR-60 between Redlands Boulevard and Gilman Springs Road will experience declines in LOS to below concept LOS D by year 2035. In that same time, the eastbound ramps at Theodore Street are expected to operate at LOS F in the PM peak hour, and the westbound exit and entrance ramps at Theodore Street are expected to operate at LOS F and E, respectively, in the AM peak hour. Additionally, all four intersections within the project area are forecast to operate at LOS F in the PM peak hour by year 2035. The existing SR-60/Theodore Street interchange does not have adequate capacity to support the growth in traffic volumes anticipated by this forecast year due to future development.

Without this project, the operation and efficiency of the SR-60/Theodore Street interchange would continue to deteriorate over time, resulting in congestion, delays, and consequent decreased LOS at the interchange and adjacent intersections.

6. CORRIDOR AND SYSTEM COORDINATION

SR-60 is a STAA route on the National Network, a Priority Global Gateway trade corridor as part of the Global Gateways Development Program, and a Transportation Gateway of Major Statewide Significance per the Caltrans Interregional Transportation Strategic Plan (ITSP).

SR-60 is classified as a rural Principal Arterial in the project area per the District 8 Transportation Concept Report for SR-60, dated September 2012. The proposed project is located in Segment 6, between Redlands Boulevard and Gilman Springs Road. The recommended concept for this segment is six mixed flow lanes and no HOV.

The 2012 Regional Transportation Plan (RTP), titled "2012-2035 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS): Towards a Sustainable Future", adopted by Southern California Area Governments (SCAG) in April 2012 includes improvements to SR-60 and Theodore Street in the following projects:

(1) Project ID# 3M0801 – Description: AT SR-60/THEODORE ST IC: WIDEN OC FROM 2 TO 6 THRU LANES; WIDEN WB EXIT/ENTRY RAMPS FROM 1 LN TO 2 LNS AT EXIT/ENTRY, 3 LNS AT ART. W/ HOV AT ENTRY; WIDEN EB EXIT RAMP FROM 1 LN TO 2 LNS AT EXIT AND 3 LNS AT ART.; WIDEN EB ENTRY RAMP FROM 1 LN TO 2 LNS W/ HOV; ADD EB

LOOP ENTRY WITH 2 LNS AT ART. AND 1 LN AT ENTRY; ADD AUX LNS 1700' EACH DIR WEST OF IC & 1200' EB AND 2200' WB EAST OF IC

(2) Project ID# 3A0807 – Description: IN MORENO VALLEY, WIDEN THEODORE ST FROM 2 TO 4 LANES +2 AUX LANES FROM EUCALYPTUS AVE TO SR-60 EB RAMPS, INCLUDING MEDIANS, TRAFFIC SIGNALS, CHANNELIZATION IMPROVEMENTS, LEFT-TURN POCKETS, DEDICATED RIGHT-TURN LANES, DRAINAGE IMPROVEMENTS, LANDSCAPING, SIDEWALKS, AND BIKE LANES

(3) Project ID# 3A0806 – Description: IN MORENO VALEY, WIDEN THEODORE ST FROM 2 TO 4 LANES FROM SR-60 WB RAMPS TO IRONWOOD AVE, INCLUDING TRAFFIC SIGNALS, CHANNELIZATION IMPROVEMENTS, LEFT-TURN POCKETS, DEDICATED RIGHT-TURN LANES, DRAINAGE IMPROVEMENTS, LANDSCAPING, SIDEWALKS, AND BIKE LANES.

The July 2006 City of Moreno Valley General Plan Circulation Plan designates Theodore Street as a Divided Major Arterial, with six traffic lanes.

7. ALTERNATIVES

Project Alternatives

Four alternatives were analyzed for the project: a no build alternative and three new interchange configurations. Each of the new interchange alternatives includes removal and reconstruction of the Theodore Street overcrossing and all ramps. The existing lane configuration on SR-60 at the interchange will not be changed, however the Theodore Street overcrossing will be reconstructed to allow for future widening of the freeway to an ultimate section consisting of four mixed flow lanes and one HOV lane in each direction. Proposed ramps will be designed to be compatible with future freeway widening to minimize future reconstruction. Theodore Street will be widened to three lanes in each direction, with standard shoulders, a center median, and dedicated turn lanes where needed. See Attachment B-1 for the Project Area and Attachment C for Typical Sections. Additional details of each alternative are provided below:

Alternative 1 (No Build Alternative): Under this alternative, no reconstruction or improvements would be made to the existing SR-60 / Theodore Street interchange other than routine roadway maintenance and currently approved improvements. See Attachment B-2 for the No Build Alternative.

Alternative 2 (Modified Partial Cloverleaf – Mod Type L-7/L-8): This alternative avoids an existing residential development located in the northeast quadrant of the interchange. It would reconstruct and improve the existing interchange in a modified Type L-7/L-8 configuration. Improvements would include construction of new

westbound entrance and loop exit ramps in the northwest quadrant of the interchange and an eastbound entrance ramp in the southeast quadrant, in a partial Type L-8 configuration. New eastbound exit and loop entrance ramps would be constructed in the southwest quadrant, in a partial Type L-7 configuration. The existing Theodore Street overcrossing would be removed and replaced by a new bridge, approximately 142 feet wide and 300 feet long. An auxiliary lane would be added in both directions between the Redlands Boulevard and Theodore Street interchanges, as well as in the eastbound direction between the Theodore Street and Gilman Springs Road interchanges. See Attachment B-3 for the proposed interchange layout.

The divergence point of the proposed westbound loop exit ramp would be located west of the existing exit ramp divergence point, thereby increasing the weave length between the westbound Gilman Springs Road entrance ramp and Theodore Street exit ramp.

Alternative 2 will impact areas in the northwest, southwest, and southeast quadrants of the interchange. Additional right of way will be required to accommodate proposed ramps in these locations.

Alternative 3 (Spread Diamond - Type L-2): This alternative would reconstruct and improve the existing interchange in an L-2 configuration. Improvements would include construction of new entrance and exit ramps in all four quadrants of the interchange. The existing Theodore Street overcrossing would be removed and replaced by a new bridge, approximately 142 feet wide and 300 feet long. An auxiliary lane will be added in both directions between the Redlands Boulevard and Theodore Street interchanges, as well as between the Theodore Street and Gilman Springs Road interchanges. See Attachment B-4 for the proposed interchange layout.

The divergence point of the proposed westbound exit ramp would be located east of the existing exit ramp divergence point, thereby decreasing the weave length between the westbound Gilman Springs Road entrance ramp and Theodore Street exit ramp.

Alternative 3 would impact areas in all four interchange quadrants. Additional right of way would be required to accommodate the proposed ramps. This alternative would impact the existing residential development located in the northeast quadrant of the interchange.

Alternative 4 (Modified Spread Diamond – Mod Type L-2/L-9): This alternative would reconstruct and improve the existing interchange in a modified Type L-2/L-9 configuration. Improvements would include construction of a new westbound entrance ramp in the northwest quadrant of the interchange and westbound exit and loop entrance ramps in the northeast quadrant, in a partial Type L-9 configuration. New eastbound exit and entrance ramps would be constructed in the southwest and southeast quadrants respectively, in a partial Type L-2 configuration. The existing Theodore Street overcrossing would be removed and replaced by a new bridge, approximately 142 feet wide and 300 feet long. An auxiliary lane will be added in

both directions between the Redlands Boulevard and Theodore Street interchanges, as well as between the Theodore Street and Gilman Springs Road interchanges. See Attachment B-5 for the proposed interchange layout.

Similar to Alternative 3, the divergence point of the proposed westbound exit ramp would be located east of the existing exit ramp divergence point, thereby decreasing the weave length between the westbound Gilman Springs Road entrance ramp and Theodore Street exit ramp.

Alternative 4 will impact areas in all quadrants of the interchange. Additional right of way will be required to accommodate proposed ramps. This alternative would impact the existing residential development located in the northeast quadrant of the interchange.

The following technical reports are anticipated for Alternatives 2, 3, and 4 during the PA/ED phase of the project:

- Advanced Planning Study for the Theodore Street Overcrossing;
- Drainage Reports to address existing and proposed hydrology and hydraulic designs;
- Preliminary materials and geotechnical design reports;
- Life-Cycle Cost Analysis for pavement design;
- Storm Water Data Report (update to PA/ED level);
- Right of Way Data Sheets;
- Traffic analyses (see Section 4. Traffic Engineering Performance Assessment); and,
- Traffic Management Plan Data Sheets

Nonstandard Features

The following nonstandard features have been identified in the proposed alternatives based on May 2012 Caltrans Highway Design Manual (HDM) standards. Further analysis will be performed in the PA/ED phase. Fact sheets for exceptions to design standards will be prepared to document nonstandard features prior to completion of the PA/ED phase of the project.

The segment of SR-60 between Redlands Boulevard and Gilman Springs Road is currently designated rural. The following design exception features are based on the rural designation. Development of adopted General Plan land uses in the area is expected to change the route's future designation from rural to urban.

Mandatory Design Exception Features

A. Design Exception Feature #1 (existing feature) – Interchange Spacing, HDM Index 501.3

Per HDM Index 501.3, minimum interchange spacing is one mile, or 5,280 feet, in urban areas and two miles, or 10,560 feet, in rural areas. The segment of SR-60 between Redlands Boulevard and Gilman Springs is currently considered rural, therefore the minimum spacing between interchanges should be two miles. The existing interchange spacing between Theodore Street and Redlands Boulevard is approximately 5,282 feet, which is nonstandard for rural conditions but standard for urban conditions. The existing interchange spacing between Theodore Street and Gilman Springs Road is approximately 3,850 feet, which is nonstandard for both rural and urban conditions. The proposed alternatives will not alter the alignments of Theodore Street, Redlands Boulevard, or Gilman Springs Road, therefore the interchange spacing will remain unchanged.

B. Design Exception Feature #2 (existing and proposed feature) – Minimum Weave Length, HDM Index 504.7

The minimum weave length per HDM Index 504.7 is 2,000 feet in urban areas and 5,000 feet in rural areas. The section of SR-60 between Redlands Boulevard and Gilman Springs is currently considered rural, therefore the minimum weave length between ramps should be 5,000 feet. Under Alternative 1, the no build alternative, the existing weave lengths for all ramps would remain unchanged.

The existing weave length between the westbound Theodore Street on-ramp and Redlands Boulevard off-ramp is approximately 4,575 feet. Alternative 2 would reduce the weave length to approximately 2,196 feet. Alternatives 3 and 4 would reduce the weave length to approximately 2,502 feet. The proposed alternative weave lengths would be nonstandard for rural conditions but standard for urban conditions.

The existing weave length between the eastbound Redlands Boulevard on-ramp and Theodore Street off-ramp is approximately 4,542 feet. Alternatives 2, 3, and 4 would reduce the weave length to approximately 3,344 feet. The proposed alternative weave lengths would be nonstandard for rural conditions but standard for urban conditions.

The existing weave length between the eastbound Theodore Street on-ramp and Gilman Springs Road off-ramp is approximately 2,900 feet. Alternatives 2, 3, and 4 would reduce the weave length to approximately 1,273 feet. The proposed alternative weave lengths would be nonstandard for both rural and urban conditions.

The existing weave length between the westbound Gilman Springs Road on-ramp and Theodore Street off-ramp is approximately 1,200 feet. Alternative 2 would improve the weave length to approximately 1,700 feet. Alternatives 3 and 4 would reduce the weave length to approximately 500 feet. The proposed alternative weave lengths would be nonstandard for both rural and urban conditions.

Alternative	Design Standard from Highway Design Manual Tables 82.1A & 82.1B	Probability of Design Exception Approval (None, Low, Medium, High,)	Justification for Probability Rating
2, 3, 4	501.3 – Interchange Spacing (Redlands Blvd to Theodore St) - proposed 5,282 ft, - required 10,560 ft	High	Non-standard feature is an existing condition.
2, 3, 4	501.3 – Interchange Spacing (Theodore St to Gilman Springs Rd) - proposed 3,850 ft, - required 10,560 ft	High	Non-standard feature is an existing condition.
2	504.7- Minimum Weave Length (WB Theodore St to Redlands Blvd) - proposed 2,196 ft, - required 5,000 ft	High	Non-standard feature will not be considered non-standard when route designation changes to urban.
3, 4	504.7- Minimum Weave Length (WB Theodore St to Redlands Blvd) - proposed 2,502 ft, - required 5,000 ft	High	Non-standard feature will not be considered non-standard when route designation changes to urban.
2, 3, 4	504.7- Minimum Weave Length (EB Redlands Blvd to Theodore St) - proposed 3,344 ft, - required 5,000 ft	High	Non-standard feature will not be considered non-standard when route designation changes to urban.
2, 3, 4	504.7- Minimum Weave Length (EB Theodore St to Gilman Springs Rd) - proposed 1,273 ft, - required 5,000 ft	Medium	Additional weaving analysis needed to understand the impacts.
2	504.7- Minimum Weave Length (WB Gilman Springs Rd to Theodore St) - proposed 1,700 ft, - required 5,000 ft	Medium	Non-standard feature is an existing condition that is being improved upon.
3, 4	504.7- Minimum Weave Length (WB Gilman Springs Rd to Theodore St) - proposed 500 ft, - required 5,000 ft	Low	Additional weaving analysis needed to understand the impacts.

Item No. A.9

Advisory Design Exception Features

A. Design Exception Feature #1 (existing and proposed feature) – Superelevation Transition, HDM Index 202.5(1)

The existing interchange ramps include nonstandard superelevation transition lengths. It is anticipated that nonstandard superelevation transitions will be necessary in restrictive conditions of the proposed alternatives, however the requirements for Superelevation Transition in Restrictive Situations, HDM Index 202.5(3) will be met.

Design Standards Risk Assessment			
Alternative	Design Standard from Highway Design Manual Tables 82.1A & 82.1B	Probability of Design Exception Approval (None, Low, Medium, High,)	Justification for Probability Rating
2, 3, 4	202.5(1) – Superelevation Transition	High	Requiring standard superelevation transitions would significantly impact adjacent properties.

Common Features for Alternatives

Transportation Management Plan

Based on the initial examination of items related to the TMP Data Sheet, the impacts of the project to the freeway and ramps are estimated to be medium while the impacts to the local roads are estimated to be medium. TMP data sheets will be developed during the PA/ED phase in order to recommend methods of reducing construction and circulation impacts.

Construction Staging

It is anticipated that the project will be staged to minimize impacts to existing traffic. Construction of the overcrossings under Alternatives 2, 3 and 4 will be phased to allow Theodore Street to remain open during construction. A preliminary stage construction concept will be developed in PA/ED phase. Detailed staging plans and traffic handling plans will be developed in the final design phase.

Storm Water BMPs

A Storm Water Pollution Prevention Plan (SWPPP) will be prepared for this project to address construction BMPs. Consideration for permanent treatment BMPs will also be required. It is anticipated that post-project State right of way will provide adequate area for BMPs. This will be confirmed during the PA/ED and PS&E phases. Downstream receiving water bodies for the project are Canyon Lake and Lake Elsinore. Both are 303(d) listed facilities. The anticipated storm water project risk level is Level 1.

Permits

It is anticipated that the following permits will be required for the project:

- National Pollutant Discharge Elimination System (NPDES) Permit (Notice of Construction for the Construction General Permit)
- Section 402 Clean Water Act Certification
- Section 7 Consultation with USFWS in the event Waters of the U.S. or Federally-listed species are affected
- State Right-of-Way Encroachment Permit
- City of Moreno Valley Encroachment Permit

8. RIGHT-OF-WAY

Below is a summary of the right of way required for each project alternative. Attachment G provides the Conceptual Cost Estimate - Right of Way Component.

Alternative 1 (No Build): No parcels are required.

Alternative 2: The modified partial cloverleaf alternative will require approximately 25.1 acres of right of way over 9 parcels, all of which are currently vacant.

Alternatives 3 and 4: The spread diamond and modified spread diamond alternatives will require approximately 25.8 acres of right of way over 10 parcels, most of which are currently vacant, with the exception of an existing residential development located in the northeast quadrant of the interchange.

Utilities:
Based on initial utility information, the proposed project may impact the following utilities:

Utility	Owner
Cable	Time Warner Cable
Electrical	Moreno Valley Electric Utility
	Southern California Edison
Gas	Southern California Gas
Water	Eastern Municipal Water District
	Metropolitan Water District
Wireless	Verizon Wireless

Information provided by the Dig Alert web site was used to prepare this list. Coordination with the identified utility companies will be carried out during the PA/ED, PS&E, and construction phases. It is anticipated that all proposed build

Item No. A.9

alternatives will impact existing overhead electrical lines located along the west side of Theodore Street. An existing domestic water line located along the south side of SR-60 may also be impacted. The need for relocation of these lines will be confirmed during PA/ED.

Railroad:
There are no railroad facilities within the project limits.

9. STAKEHOLDER INVOLVEMENT

The draft environmental document prepared for this project will be publicly noticed and circulated as applicable. Specific outreach efforts will be undertaken to invite response to this proposed project from the adjoining properties within 500 yards of project site.

The City, the project sponsor, has regularly attended Project Development Team (PDT) meetings. The City has stated that to their knowledge there is no opposition to the proposed project.

10. ENVIRONMENTAL DETERMINATION/DOCUMENTATION

A Preliminary Environmental Analysis Report (PEAR) has been prepared for this project, and is attached herewith as Attachment E. At this time, it is anticipated that this project will be funded solely through local funds. However, with a possibility of securing federal funds during project development, the PEAR has been developed to comply with both CEQA and NEPA. Based on the preliminary evaluation conducted as part of the PEAR, the anticipated environmental document for this project is an Initial Study/ Environmental Assessment (IS/EA) leading to a Mitigated Negative Declaration (MND) under CEQA, and Finding of No Significant Impacts (FONSI) for NEPA.

Based on the technical summaries described in the PEAR, it is expected that impacts associated with all build alternatives would be mitigated to a level below significance. The total cost estimates for potential mitigation measures and permits associated with all build alternatives are premature and speculative at this time as one or more of these measures may not be required. However, as a conservative budget estimate, costs associated with commitments above should be assumed at up to $250,000. The schedule associated with the IS/MND is expected to have a duration of approximately 15 to 18 months.

Several technical studies are required for this proposed project. It is not anticipated that the individual resource evaluations will identify significant environmental concerns within or adjacent to the proposed project area that cannot be mitigated. If additional technical studies are necessary, the completion of these studies could affect schedule and cost. Construction monitoring for biological and cultural resources, if

deemed necessary, could also complicate, slow, or lengthen the schedule and increase costs.

The following is a list of the anticipated environmental technical studies.

- Visual Impact Assessment (VIA)
- Archaelogical Survey Report (ASR)
- Historic Property Survey Report (HPSR)
- Storm Water Data Report (SWDR)
- Geotechnical Report
- Initial Site Assessment (ISA)
- Aerially Deposited Lead (ADL) Report
- Air Quality Assessment (AQA)
- Traffic Noise Analysis Protocol (TNAP) – based upon screening result
- Noise Abatement Decision Report (NADR) – based upon screening result
- Natural Environment Study (NES)
- Traffic Analysis
- Farmland Technical Memorandum – Alternatives 3 and 4
- Relocation Impact Statement – Alternatives 3 and 4
- Historic Resources Evaluation Report (HRER) – Alternatives 3 and 4

11. FUNDING

At this time, no federal or state funding has been identified for this project. The project will be funded through local funds.

Capital Outlay Project Estimate

	Range of Estimate		STIP Funds		Fund Source "A"	
	Construction	Right-of-Way	Construction	Right-of-Way	Construction	Right-of-Way
Alternative 1	$0	$0	-	-	$0	$0
Alternative 2	$38,800,000	$5,300,000	-	-	$38,800,000	$5,300,000
Alternative 3	$31,500,000	$5,500,000	-	-	$31,500,000	$5,500,000
Alternative 4	$37,800,000	$5,500,000	-	-	$37,800,000	$5,500,000

The level of detail available to develop these capital outlay project estimates is only accurate to within the above ranges and is useful for long-range planning purposes only. The capital outlay project estimates should not be used to program or commit State-programmed capital outlay funds. The Project Report will serve as the appropriate document from which the remaining support and capital components of the project will be programmed.

Capital Outlay Support Estimate

Capital outlay support estimate for programming PA/ED in the 2013 STIP for this project: $TBD.

12. SCHEDULE

Project Milestones		Scheduled Delivery Date (Month/Year)
PROGRAM PROJECT	M015	3/2013
BEGIN ENVIRONMENTAL	M020	3/2013
CIRCULATE DPR & DED EXTERNALLY	M120	3/2014
PA & ED	M200	10/2014

The anticipated funding fiscal year for construction is 2015/16.

13. RISKS

The Project Risk Management Team has identified 7 potential risks, all threats: right of way acquisition delays, non-standard slopes, lack of project funding, delay of Locally Preferred Alternative, utility relocation difficulties, Aesthetic Plan, and Traffic Study scope. While probability and impact varies with each one, these risks require close attention throughout the project. These risks should be monitored and updated at least once during the PA/ED phase and quarterly during the construction phase. See Attachment H for the Risk Register.

14. FHWA COORDINATION

This project is considered to be an Assigned Project in accordance with the current Federal Highway Administration (FHWA) and Department of Transportation (Caltrans) Joint Stewardship and Oversight Agreement.

15. PROJECT CONTACTS

Margery Lazarus.....(951) 413-3133
Senior Engineer
City of Moreno Valley

Emad Makar .....(909) 383-4978
Project Manager
Caltrans District 8

Diane Morales.....(909) 383-4625
Task Manager/PID Program Manager
Division of Planning, Caltrans District 8

Matthew Maestas.....(909) 383-4825
Project Manager, PID Oversight
Division of Planning and Local Assistance, Caltrans District 8

Tim Halle.....(909) 974-4922
Consultant Project Manager
RBF Consulting

Trisha Keith.....(949) 855-7049
Consultant Project Engineer
RBF Consulting

Alan Ashimine.....(949) 855-5710
Environmental Studies
RBF Consulting

16. PROJECT REVIEWS

Field Review _____ Date _____
District Maintenance _____ Date _____
District Traffic Safety Engineer _____ Date _____
District Safety Review _____ Date _____
HQ Design Coordinator _____ Date _____
Project Manager _____ Date _____

ATTACHMENTS (Number of Pages)

Attachment A – Regional Vicinity Map (1)
Attachment B – Project Area and Alternatives Plans (5)
Attachment C – Typical Cross Sections (1)
Attachment D – Cost Estimates (18)
Attachment E – Preliminary Environmental Analysis Report (PEAR) (15)
Attachment F – Transportation Planning Scoping Information Sheet (8)
Attachment G – Conceptual Cost Estimate – Right-of-Way Component (2)
Attachment H – Risk Register (1)

Regional Vicinity Map

Attachment A

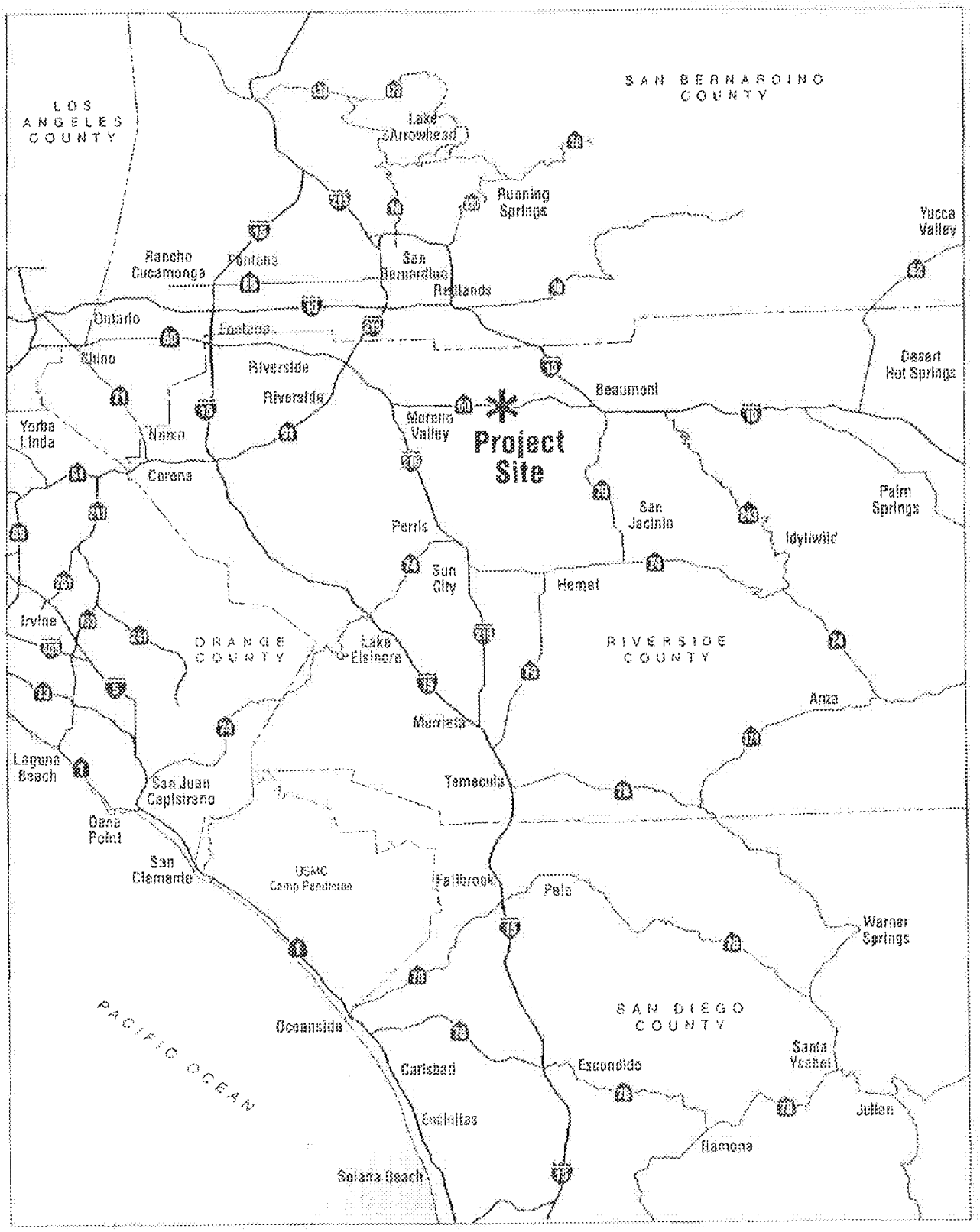

RBF

0 5 11 miles

SR-60 / THEODORE STREET INTERCHANGE PROJECT

Regional Vicinity Map

Attachment A

Item No. A.9

MV00210595

Project Area and Alternatives Plans

Attachment B

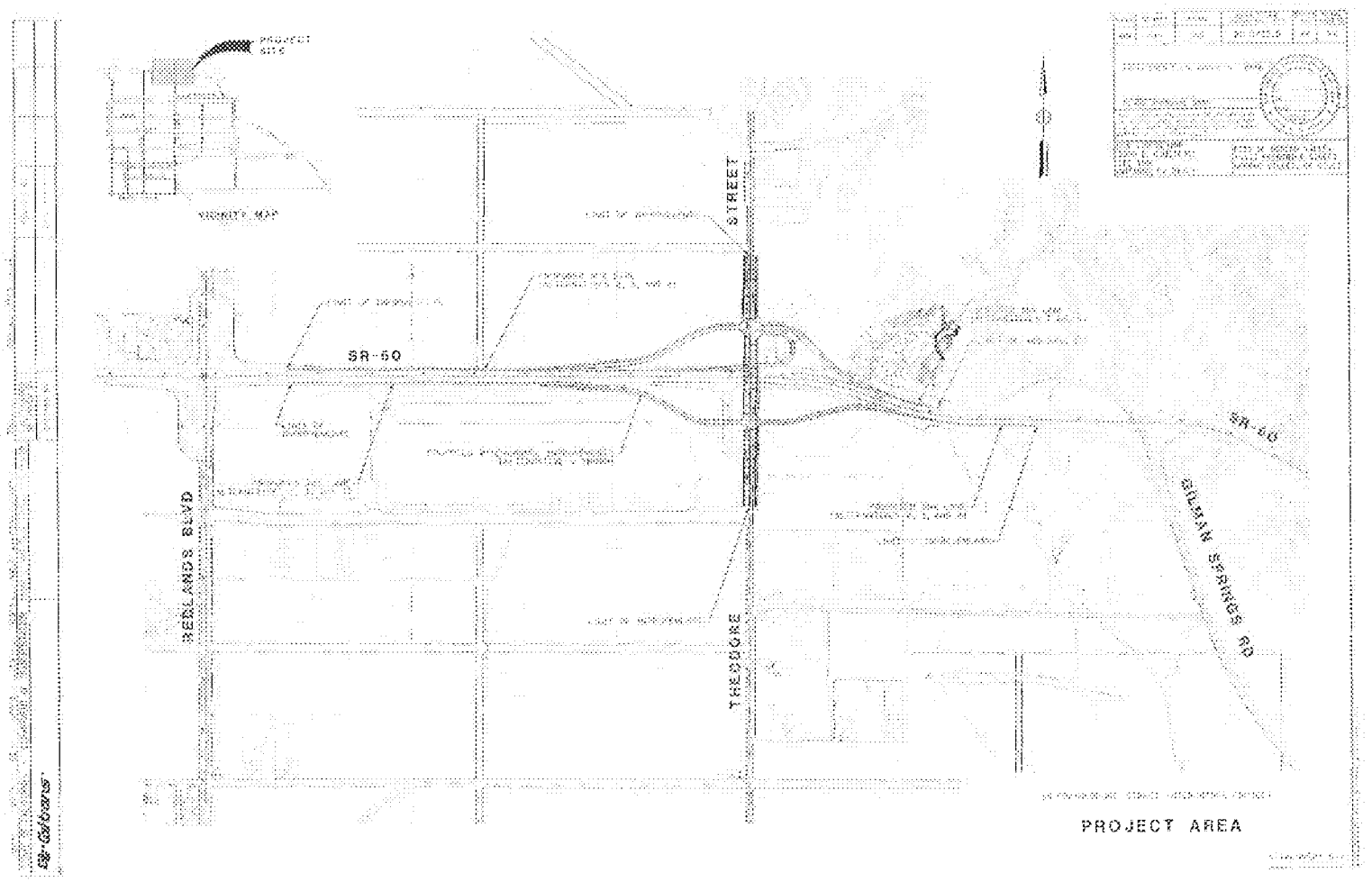
REDLANDS BLVD
SR-60
THEODORE
STREET
SR-60
GILMAN SPRINGS RD
PROJECT AREA

Item No. A.9

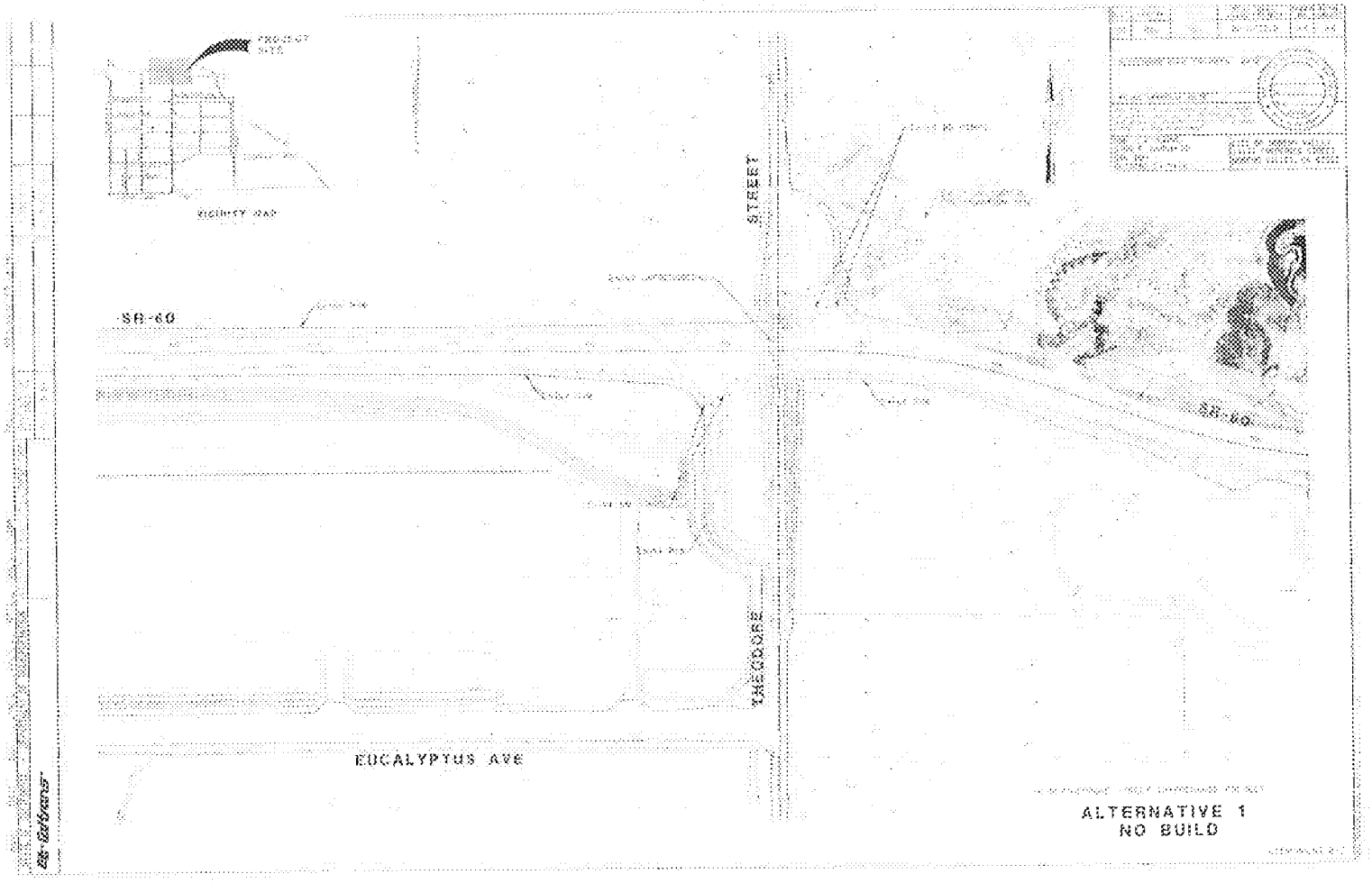
PROJECT SITE
VICINITY MAP
SR-60
EUCALYPTUS AVE
THEODORE
STREET
SR-60
ALTERNATIVE 1
NO BUILD

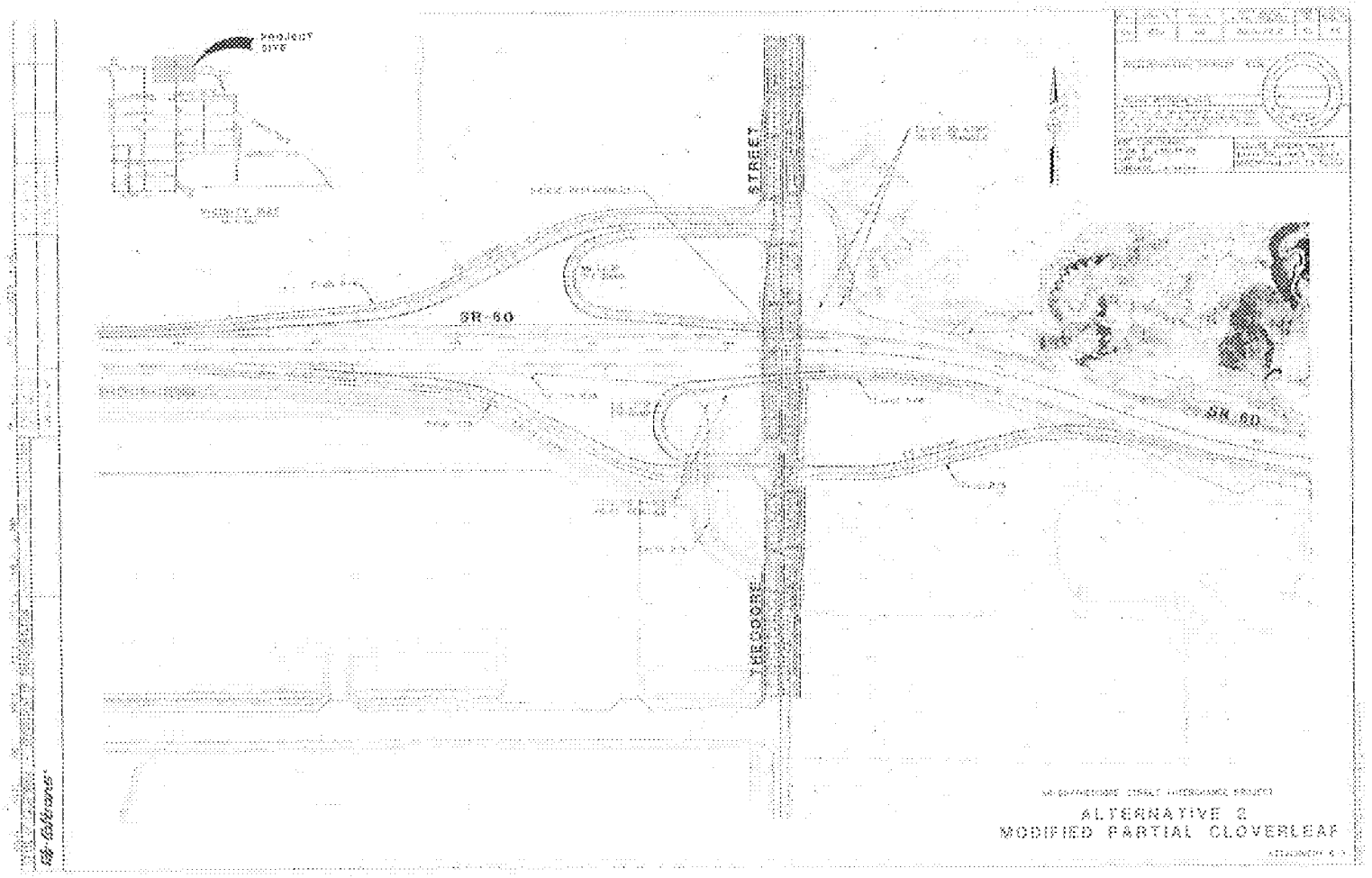
PROJECT SITE
SR-60
STREET
SR-60
ALTERNATIVE 2
MODIFIED PARTIAL CLOVERLEAF

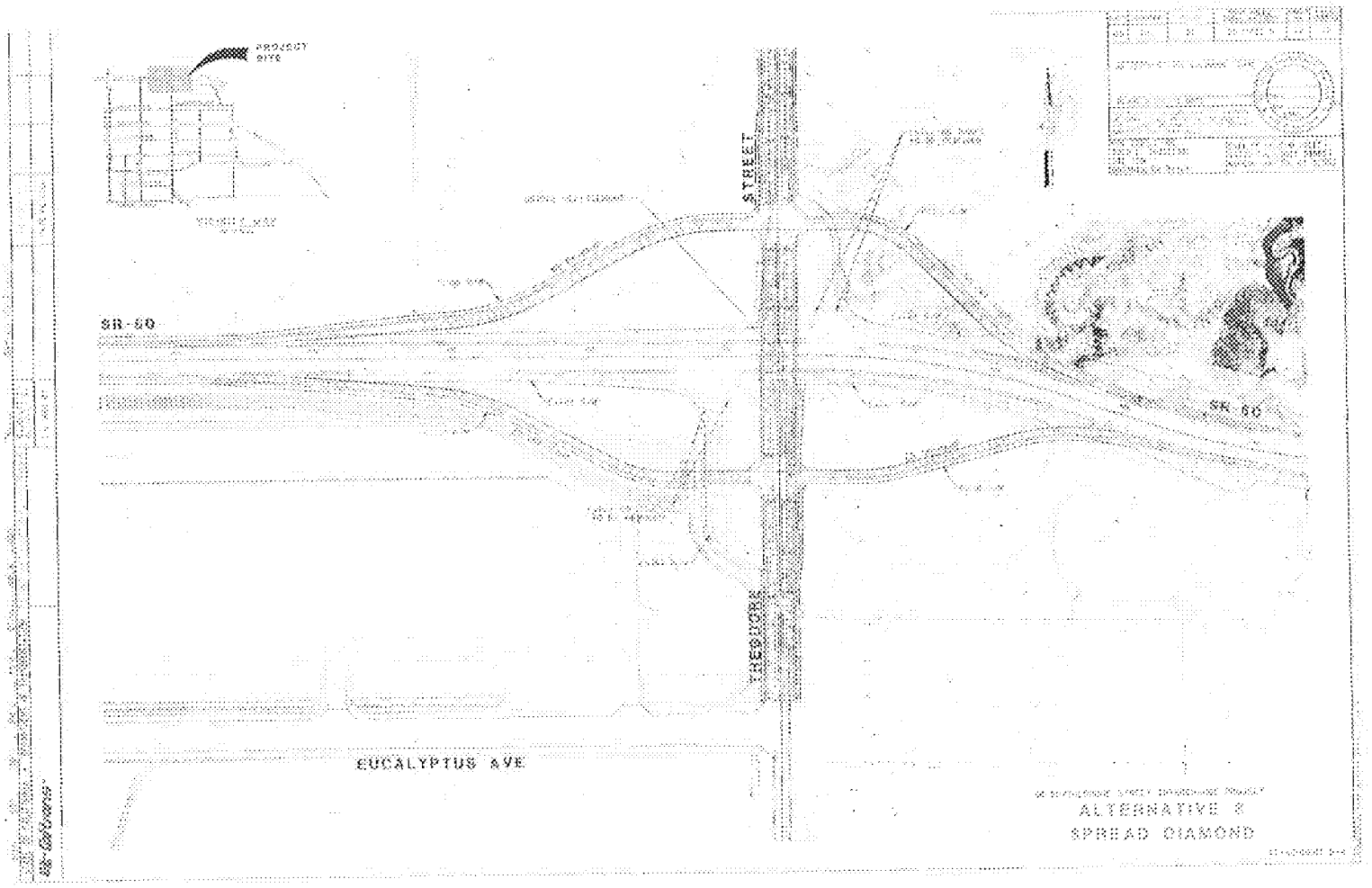
PROJECT SITE
SR-60
EUCALYPTUS AVE
MEDIANA
STREET
SR 60
ALTERNATIVE 2
SPREAD DIAMOND

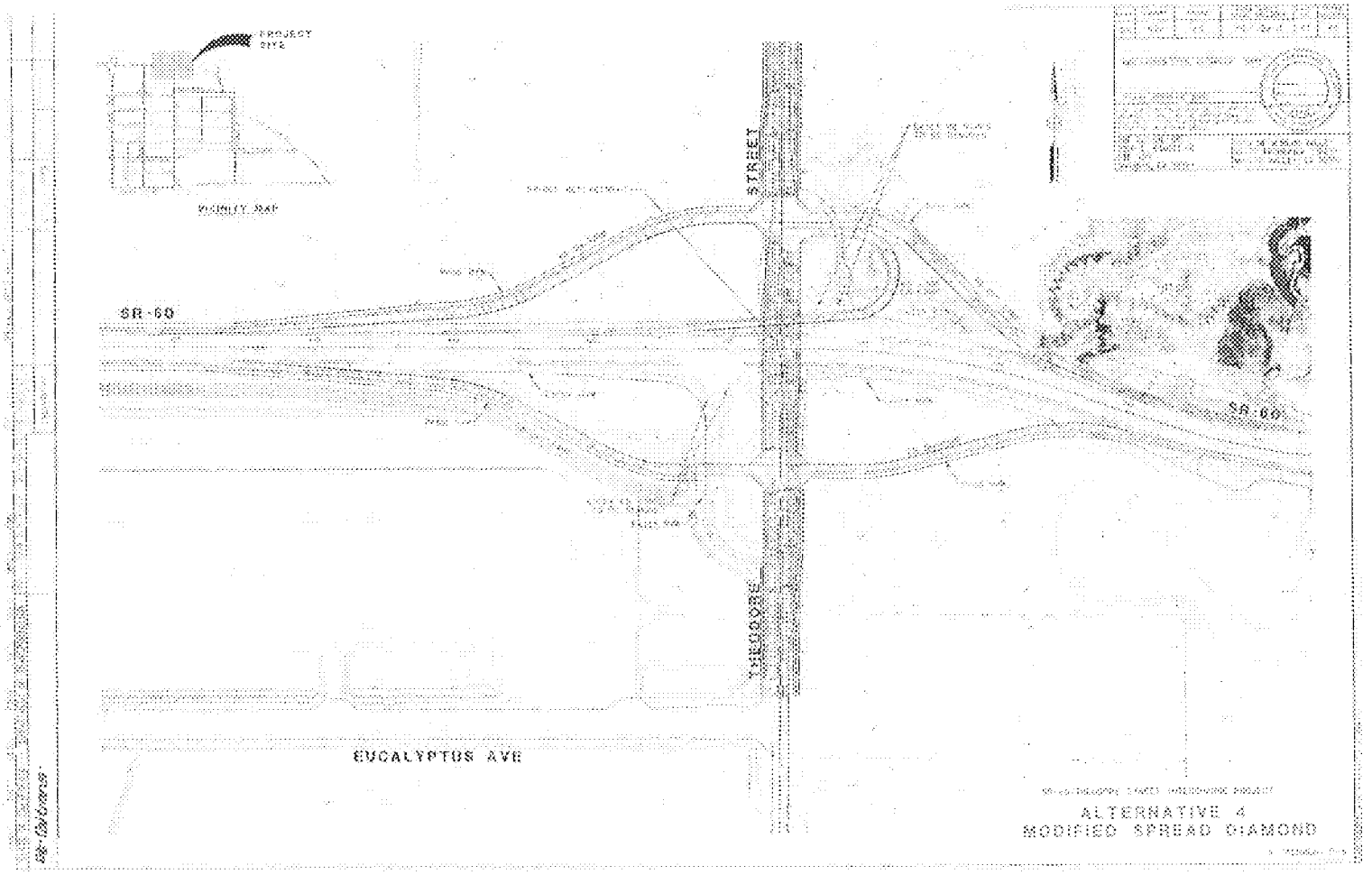
PROJECT SITE
VICINITY MAP
SR-60
EUCALYPTUS AVE
HELLMANN STREET
ALTERNATIVE 4
MODIFIED SPREAD DIAMOND

Typical Cross Sections

Attachment C

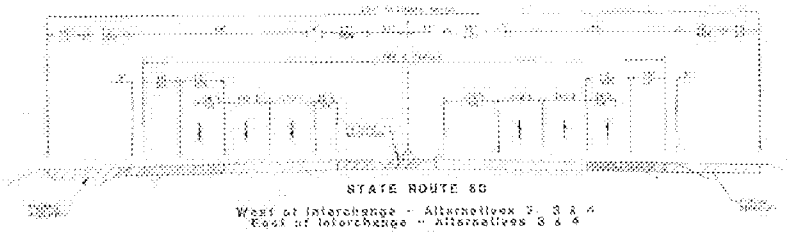

STATE ROUTE 60

West of Interchange - Alternatives 2, 3 & 4
East of Interchange - Alternatives 3 & 4

THEODORE STREET OVERCROSSING

Alternative 2 - Modified Partial Cloverleaf

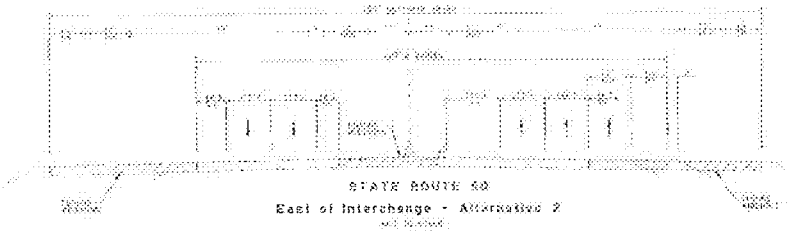

STATE ROUTE 60

East of Interchange - Alternative 2

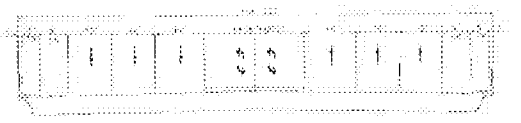

THEODORE STREET OVERCROSSING

Alternative 3 - Spread Diamond

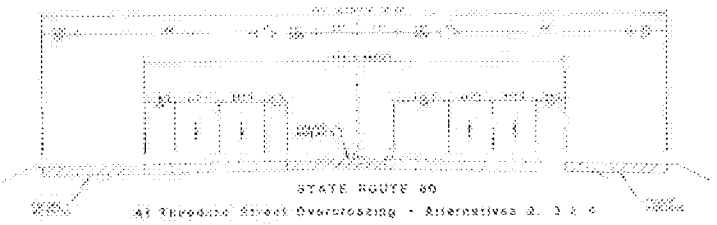

STATE ROUTE 60

At Theodore Street Overcrossing - Alternatives 2, 3 & 4

THEODORE STREET OVERCROSSING

Alternative 4 - Modified Spread Diamond

TYPICAL CROSS SECTIONS

Cost Estimates

Attachment D

PRELIMINARY
PROJECT COST ESTIMATE SUMMARY

Type of Estimate PSR-PDS

Dist - CO - RTE	08-Riv-60
PM	20.0/22.0
EA	0M590
Program Code	2010400911

Project Description: Improve SR-60 Interchange at Theodore Street

Limits: In Riverside County at Route 60, Theodore Street.

Proposed Improvements (Scope): Add 1 Aux lane in both directions between Redlands Blvd and Theodore Street and EB between Theodore Street and Gilman Spring Road. Reconstruct right shoulders on SR-60, both directions through interchange. Construct a Modified Partial Cloverleaf interchange at SR-60/Theodore Street with new entrance and exit ramps.

Alternative 2: Modified Partial Cloverleaf

ROADWAY ITEMS	$27,800,000
STRUCTURE ITEMS	$11,000,000
SUBTOTAL CONSTRUCTION	$38,800,000
RIGHT OF WAY	$5,300,000
TOTAL PROJECT COST	$44,100,000

PRELIMINARY
PROJECT COST ESTIMATE

DIST - CO - RTE	08-Riv-60
PM	20.0/22.0
EA	0M590
Program Code	2010400911

I. ROADWAY ITEMS

	Quantity	Unit	Unit Price	Unit Cost	
Section 1 Earthwork					
Grading	150,000	CY	$5.00	$750,000	
Fine Grading	850,700	SF	$1.00	$850,700	
Clearing & Grubbing	54	AC	$5,000.00	$270,000	
Develop Water Supply	1	LS	$60,000.00	$60,000	
				Total Earthwork	$1,930,700
Section 2 Structural Section					
Construct Freeway Pavement	562,900	SF	$10.00	$5,629,000	
Construct Arterial Pavement	262,800	SF	$5.00	$1,314,000	
Construct Curb & Gutter	5,000	LF	$15.00	$75,000	
Construct Median Curb	5,000	LF	$10.00	$50,000	
Construct PCC Sidewalk	25,000	SF	$3.00	$75,000	
Construct Access Ramps	8	EA	$5,000.00	$40,000	
Remove Pavement	327,200	SF	$1.00	$327,000	
				Total Structural Section	$7,510,000
Section 3 Drainage					
Large Drainage Facilites	~	~	~	$0	
Storm Drains	~	~	~	$0	
Pumping Plants	~	~	~	$0	
Project Drainage (X-Drains, overside, etc.)	1	LS	$3,600,000	$3,600,000	
				Total Drainage	$3,600,000

PRELIMINARY
PROJECT COST ESTIMATE

DIST - CO - RTE	08-Riv-60
PM	20.0/22.0
EA	0M590
Program Code	2010400911

	Quantity	Unit	Unit Price	Unit Cost	
Section 4: Specialty Items					
Specialty Items	1	LS	$3,000,000	$3,000,000	
				Total Specialty Items	$3,000,000
Section 5 Traffic Items					
Lighting (Ramp)	22	EA	$5,000	$110,000	
Traffic Signals	2	EA	$250,000	$500,000	
Permanent Signing/Striping	~	LS	~	$300,000	
Bridge Mounted Overhead Signs	1	EA	$40,000	$40,000	
Overhead Sign Structures	2	EA	$60,000	$120,000	
Traffic Control Systems	~	LS	~	$500,000	
Traffic Management Plan	~	LS	~	$750,000	
Ramp Metering System	3	EA	$100,000	$300,000	
				Total Traffic Items	$2,620,000
				SUBTOTAL SECTIONS 1-5	$18,661,000

PRELIMINARY
PROJECT COST ESTIMATE

DIST - CO - RTE	
08-Riv-60	
PM	20.0/22.0
EA	0M590
Program Code	2010400911

Section 6 Minor Items

			Unit Cost
Subtotal Sections 1-5	$18,661,000	x (10%)	$1,866,100
		TOTAL MINOR ITEMS	$1,866,100

Section 7 Roadway Mobilization

Subtotal Sections 1-5	$18,661,000		
Minor Items	$1,866,100		
SUM	$20,527,100	x (10%)	$2,053,000
		TOTAL ROADWAY MOBILIZATION	$2,053,000

Section 8 Roadway Additions

Supplemental

Subtotal Sections 1-5	$18,661,000		
Minor Items	$1,866,100		
SUM	$20,527,100	x (5%)	$1,026,000

Contingencies

Subtotal Sections 1-5	$18,661,000		
Minor Items	$1,866,100		
SUM	$20,527,100	x (20%)	4,105,000
		TOTAL ROADWAY ADDITIONS	5,131,000
		TOTAL ROADWAY ITEMS (Total Sections 1-8)	27,711,000

PRELIMINARY
PROJECT COST ESTIMATE

DIST - CO - RTE	
08-Riv-60	
PM	20.0/22.0
EA	0M590
Program Code	20104000911

II. STRUCTURE ITEMS

Bridge Name	Theodore Street OC	
Structure Type		
Width (ft) (out to out)	144	
Span (ft)	316	
Area (sq ft)	45,504	
Footing Type (pile/spread)	Pile	
Cost Per Sq. Ft. (incl. 10% mobilization and 25% contingency)	$230.00	
Subtotal Structure	$10,465,920	
Demolition (incl. 10% mobilization and 25% contingency)	$500,000	
Total Cost for Structure	$10,965,920	

SUBTOTAL STRUCTURES ITEMS $10,965,920

Railroad Related Costs $0

TOTAL STRUCTURES ITEMS $10,965,920

PRELIMINARY
PROJECT COST ESTIMATE

DIST - CO - RTE	
08-Riv-60	
PM	20.0/22.0
EA	0M590
Program Code	2010400911

III. RIGHT OF WAY

	Current Values		Escalation Rates %		Escalated Values*
Acquistion, including excess lands and damages to remainder (s)	$4,150,000		3		$4,275,000
Utility Relocations	~	~	~	~	$1,000,000
Clearance / Demolition	~	~	~	~	~
RAP	~	~	~	~	~
Title and Escrow Fees	~	~	~	~	~

TOTAL RIGHT OF WAY $5,275,000

CONSTRUCTION CONTRACT WORK $0

*Escalated to assumed year of advertising of 2016

Estimate Prepared By RBF Consulting Phone # (949) 472-3505

Date 2/4/2013

PRELIMINARY
PROJECT COST ESTIMATE SUMMARY

Type of Estimate PSR-PDS

Dist - CO - RTE
08-Riv-60
PM 20.0/22.0
EA 0M590
Program Code 2010400911

Project Description: Improve SR-60 Interchange at Theodore Street

Limits: In Riverside County at Route 60, Theodore Street.

Proposed Improvements (Scope): Add 1 Aux lane in both directions between Redlands Blvd and Theodore Street and EB between Theodore Street and Gilman Spring Road. Reconstruct right shoulders on SR-60, both directions through interchange. Construct a Spread Diamond interchange at SR-60/Theodore Street with new entrance and exit ramps.

Alternative 3: Spread Diamond

ROADWAY ITEMS	$22,800,000
STRUCTURE ITEMS	$8,700,000
SUBTOTAL CONSTRUCTION	$31,500,000
RIGHT OF WAY	$5,500,000
TOTAL PROJECT COST	$37,000,000

PRELIMINARY
PROJECT COST ESTIMATE

DIST - CO - RTE	
08-Riv-60	
PM	20.0/22.0
EA	0M590
Program Code	2010400911

I. ROADWAY ITEMS

	Quantity	Unit	Unit Price	Unit Cost	
Section 1 Earthwork					
Grading	150,000	CY	$5.00	$750,000	
Fine Grading	561,700	SF	$1.00	$561,700	
Clearing & Grubbing	54	AC	$5,000.00	$270,000	
Develop Water Supply	1	LS	$60,000.00	$60,000	
				Total Earthwork	$1,641,700
Section 2 Structural Section					
Construct Freeway Pavement	266,300	SF	$10.00	$2,663,000	
Construct Arterial Pavement	270,400	SF	$5.00	$1,352,000	
Construct Curb & Gutter	5,000	LF	$15.00	$75,000	
Construct Median Curb	5,000	LF	$10.00	$50,000	
Construct PCC Sidewalk	25,000	SF	$3.00	$75,000	
Construct Access Ramps	8	EA	$5,000.00	$40,000	
Remove Pavement	338,100	SF	$1.00	$338,000	
				Total Structural Section	$4,593,000
Section 3 Drainage					
Large Drainage Facilites	~	~	~	$0	
Storm Drains	~	~	~	$0	
Pumping Plants	~	~	~	$0	
Project Drainage (X-Drains, overside, etc.)	1	LS	$3,600,000	$3,600,000	
				Total Drainage	$3,600,000

PRELIMINARY
PROJECT COST ESTIMATE

DIST - CO - RTE	
08-Riv-60	
PM	20.0/22.0
EA	0M590
Program Code	2010400911

	Quantity	Unit	Unit Price	Unit Cost	
Section 4: Specialty Items					
Specialty Items	1	LS	$3,000,000	$3,000,000	
				Total Specialty Items	$3,000,000
Section 5 Traffic Items					
Lighting (Ramp)	16	LS	$5,000	$80,000	
Traffic Signals	2	LS	$250,000	$500,000	
Permanent Signing/Striping	~	LS	~	$300,000	
Bridge Mounted Overhead Signs	1	LS	$40,000	$40,000	
Overhead Sign Structures	2	LS	$60,000	$120,000	
Traffic Control Systems	~	LS	~	$500,000	
Traffic Management Plan	~	LS	~	$750,000	
Ramp Metering System	2	LS	$100,000	$200,000	
				Total Traffic Items	$2,490,000
				SUBTOTAL SECTIONS 1-5	$15,325,000

PRELIMINARY
PROJECT COST ESTIMATE

DIST - CO - RTE	
08-Riv-60	
PM	20.0/22.0
EA	0M590
Program Code	2010400911

Section 6 Minor Items

			Unit Cost
Subtotal Sections 1-5	$15,325,000	x (10%)	$1,532,500

TOTAL MINOR ITEMS $1,532,500

Section 7 Roadway Mobilization

Subtotal Sections 1-5	$15,325,000		
Minor Items	$1,532,500		
SUM	$16,857,500	x (10%)	$1,686,000

TOTAL ROADWAY MOBILIZATION $1,686,000

Section 8 Roadway Additions

Supplemental

Subtotal Sections 1-5	$15,325,000		
Minor Items	$1,532,500		
SUM	$16,857,500	x (5%)	$843,000

Contingencies

Subtotal Sections 1-5	$15,325,000		
Minor Items	$1,532,500		
SUM	$16,857,500	x (20%)	3,372,000

TOTAL ROADWAY ADDITIONS 4,215,000

TOTAL ROADWAY ITEMS 22,759,000
(Total Sections 1-8)

PRELIMINARY
PROJECT COST ESTIMATE

DIST - CO - RTE	
08-Riv-60	
PM	20.0/22.0
EA	0M590
Program Code	2010400911

II. STRUCTURE ITEMS

Bridge Name	Theodore Street OC	
Structure Type		
Width (ft) (out to out)	137	
Span (ft)	260	
Area (sq ft)	35,620	
Footing Type (pile/spread)	Pile	
Cost Per Sq. Ft. (incl. 10% mobilization and 25% contingency)	$230.00	
Subtotal Structure	$8,192,600	
Demolition (incl. 10% mobilization and 25% contingency)	$500,000	
Total Cost for Structure	$8,692,600	

SUBTOTAL STRUCTURES ITEMS $8,692,600

Railroad Related Costs $0

TOTAL STRUCTURES ITEMS $8,692,600

PRELIMINARY
PROJECT COST ESTIMATE

DIST - CO - RTE	
08-Riv-60	
PM	20.0/22.0
EA	0M590
Program Code	2010400911

III. RIGHT OF WAY

	Current Values		Escalation Rates %		Escalated Values*
Acquistion, including excess lands and damages to remainder (s)	$4,291,000		3		$4,420,000
Utility Relocations	~	~	~	~	$1,000,000
Clearance / Demolition	~	~	~	~	~
RAP	~	~	~	~	~
Title and Escrow Fees	~	~	~	~	~

TOTAL RIGHT OF WAY $5,420,000

CONSTRUCTION CONTRACT WORK $0

*Escalated to assumed year of advertising of 2016

Estimate Prepared By RBF Consulting Phone # (949) 472-3505

Date 2/4/2013

PRELIMINARY
PROJECT COST ESTIMATE SUMMARY

Type of Estimate PSR-PDS

Dist - CO - RTE
08-Riv-60
PM 20.0/22.0
EA 0M590
Program Code 2010400911

Project Description: Improve SR-60 Interchange at Theodore Street

Limits: In Riverside County at Route 60, Theodore Street.

Proposed Improvements (Scope): Add 1 Aux lane in both directions between Redlands Blvd and Theodore Street and between Theodore Street and Gilman Spring Road.
Reconstruct right shoulders on SR-60, both directions through interchange.
Construct a Modified Spread Diamond interchange at SR-60/Theodore Street with new entrance and exit ramps.

Alternative 4: Modified Spread Diamond

ROADWAY ITEMS	$27,600,000
STRUCTURE ITEMS	$10,200,000
SUBTOTAL CONSTRUCTION	$37,800,000
RIGHT OF WAY	$5,500,000
TOTAL PROJECT COST	$43,300,000

PRELIMINARY
PROJECT COST ESTIMATE

DIST - CO - RTE	08-Riv-60
PM	20.0/22.0
EA	0M590
Program Code	2010400911

I. ROADWAY ITEMS

	Quantity	Unit	Unit Price	Unit Cost	
Section 1 Earthwork					
Grading	150,000	CY	$5.00	$750,000	
Fine Grading	844,000	SF	$1.00	$844,000	
Clearing & Grubbing	54	AC	$5,000.00	$270,000	
Develop Water Supply	1	LS	$60,000.00	$60,000	
				Total Earthwork	$1,924,000
Section 2 Structural Section					
Construct Freeway Pavement	558,600	SF	$10.00	$5,586,000	
Construct Arterial Pavement	260,400	SF	$5.00	$1,302,000	
Construct Curb & Gutter	5,000	LF	$15.00	$75,000	
Construct Median Curb	5,000	LF	$10.00	$50,000	
Construct PCC Sidewalk	25,000	SF	$3.00	$75,000	
Construct Access Ramps	8	EA	$5,000.00	$40,000	
Remove Pavement	338,100	SF	$1.00	$338,000	
				Total Structural Section	$7,466,000
Section 3 Drainage					
Large Drainage Facilites	~	~	~	$0	
Storm Drains	~	~	~	$0	
Pumping Plants	~	~	~	$0	
Project Drainage (X-Drains, overside, etc.)	1	LS	$3,600,000	$3,600,000	
				Total Drainage	$3,600,000

PRELIMINARY
PROJECT COST ESTIMATE

DIST - CO - RTE	08-Riv-60
PM	20.0/22.0
EA	0M590
Program Code	2010400911

	Quantity	Unit	Unit Price	Unit Cost	
Section 4: Specialty Items					
Specialty Items	1	LS	$3,000,000	$3,000,000	
				Total Specialty Items	$3,000,000
Section 5 Traffic Items					
Lighting (Ramp)	16	LS	$5,000	$80,000	
Traffic Signals	2	LS	$250,000	$500,000	
Permanent Signing/Striping	~	LS	~	$300,000	
Bridge Mounted Overhead Signs	1	LS	$40,000	$40,000	
Overhead Sign Structures	2	LS	$60,000	$120,000	
Traffic Control Systems	~	LS	~	$500,000	
Traffic Management Plan	~	LS	~	$750,000	
Ramp Metering System	3	LS	$100,000	$300,000	
				Total Traffic Items	$2,590,000
				SUBTOTAL SECTIONS 1-5	$18,580,000

PRELIMINARY
PROJECT COST ESTIMATE

DIST - CO - RTE	
08-Riv-60	
PM	20.0/22.0
EA	0M590
Program Code	2010400911

Section 6 Minor Items

			Unit Cost
Subtotal Sections 1-5	$18,580,000	x (10%)	$1,858,000

TOTAL MINOR ITEMS $1,858,000

Section 7 Roadway Mobilization

Subtotal Sections 1-5	$18,580,000		
Minor Items	$1,858,000		
SUM	$20,438,000	x (10%)	$2,044,000

TOTAL ROADWAY MOBILIZATION $2,044,000

Section 8 Roadway Additions

Supplemental

Subtotal Sections 1-5	$18,580,000		
Minor Items	$1,858,000		
SUM	$20,438,000	x (5%)	$1,022,000

Contingencies

Subtotal Sections 1-5	$18,580,000		
Minor Items	$1,858,000		
SUM	$20,438,000	x (20%)	4,088,000

TOTAL ROADWAY ADDITIONS 5,110,000

TOTAL ROADWAY ITEMS 27,592,000
(Total Sections 1-8)

PRELIMINARY
PROJECT COST ESTIMATE

DIST - CO - RTE	
08-Riv-60	
PM	20.0/22.0
EA	0M590
Program Code	20.10.400.911

II. STRUCTURE ITEMS

Bridge Name	Theodore Street OC	
Structure Type		
Width (ft) (out to out)	144	
Span (ft)	290	
Area (sq ft)	41,760	
Footing Type (pile/spread)	Pile	
Cost Per Sq. Ft. (incl. 10% mobilization and 25% contingency)	$230.00	
Subtotal Structure	$9,604,800	
Demolition (incl. 10% mobilization and 25% contingency)	$500,000	
Total Cost for Structure	$10,104,800	

SUBTOTAL STRUCTURES ITEMS $10,104,800

Railroad Related Costs $0

TOTAL STRUCTURES ITEMS $10,104,800

PRELIMINARY
PROJECT COST ESTIMATE

DIST - CO - RTE	
08-Riv-60	
PM	20.0/22.0
EA	0M590
Program Code	2010400911

III. RIGHT OF WAY

	Current Values		Escalation Rates %		Escalated Values*
Acquistion, including excess lands and damages to remainder (s)	$4,291,000		3		$4,420,000
Utility Relocations	~	~	~	~	$1,000,000
Clearance / Demolition	~	~	~	~	~
RAP	~	~	~	~	~
Title and Escrow Fees	~	~	~	~	~

TOTAL RIGHT OF WAY $5,420,000

CONSTRUCTION CONTRACT WORK $0

*Escalated to assumed year of advertising of 2016

Estimate Prepared By RBF Consulting Phone # (949) 472-3505

Date 2/4/2013

Preliminary Environmental Analysis Report (PEAR)

Attachment E

PRELIMINARY ENVIRONMENTAL ANALYSIS REPORT

1. Project Information

District	County	Route	PM	EA
08	RIV	60	20.0/22.0	0M590
Project Title: State Route 60/Theodore Street Interchange				
Project Manager Emad Makar, P.E.			Phone # 909/383-4561	
Project Engineer RBF Consulting – Trisha Keith, P.E.			Phone # 949/855-7049	
Environmental Office Chief/Manager David Bricker			Phone # 909/388-7725	
PEAR Preparer RBF Consulting – Alan Ashimine			Phone # 949/855-5710	

2. Project Description

Purpose and Need

The purpose of the proposed project is to reconstruct and improve the interchange at State Route 60 (SR-60) and Theodore Street in order to correct existing geometric deficiencies, increase capacity, and improve operations. The proposed improvements would reduce congestion at the interchange and provide adequate access for existing traffic volumes as well as forecasted increased traffic demands.

The proposed project is needed to improve existing geometric deficiencies and address long range projected operational deficiencies on SR-60 and Theodore Street due to forecasted growth and development in the area. Without improvements, by 2035, the eastbound SR-60 on- and off-ramps are expected to operate at LOS F in the PM peak hour, while the westbound SR-60 on- and off-ramps are expected to operate at LOS E and F, respectively, in the AM peak hour. The intersections of Theodore Street at Ironwood Avenue, SR-60 westbound and eastbound ramps, and Eucalyptus Avenue are forecast to operate at LOS F in the PM peak hour. Traffic within the project area is expected to result in inadequate capacity at the existing interchange due to the following:

- Capacity and Transportation Demand: Daily traffic in the project area is expected to increase over time. The existing interchange has insufficient capacity for the projected traffic volumes, and will provide substandard levels of service. See Section 4 of the PSR/PDS for additional information.
- Social Demand and Economic Development: Similar to other areas in the Inland Empire, population growth continues to occur in the City of Moreno Valley.

Major developments in the area, consisting of a mixture of residential, commercial, industrial, and office uses have been completed, are under construction, or are in the planning process. The build out of the area in accordance with the *City of Moreno Valley General Plan* will generate substantial traffic on the freeway and local streets leading to the interchange.

Description of work

A total of four alternatives are being considered as part of the project, consisting of the No Build Alternative (Alternative 1) and three Build Alternatives. The three Build Alternatives are as follows: Alternative 2 - Modified Partial Cloverleaf; Alternative 3 -- Spread Diamond; and Alternative 4 -- Modified Spread Diamond. The alternatives are discussed in detail below.

Alternatives

Alternative 1 - No Build Alternative

The No Build Alternative would not result in changes to the existing interchange. Existing conditions would remain. This Alternative does not meet the proposed project's purpose and need.

Build Alternatives

Alternative 2 -- Modified Partial Cloverleaf (Mod Type L-7/L-8)

Alternative 2 would reconstruct and improve the existing interchange in a modified Type L-7/L-8 configuration. Improvements would include construction of new westbound entrance and loop exit ramps in the northwest quadrant of the interchange and an eastbound entrance ramp in the southeast quadrant, in a partial Type L-8 configuration. New eastbound exit and loop entrance ramps would be constructed in the southwest quadrant, in a partial Type L-7 configuration. The existing Theodore Street overcrossing would be removed and replaced by a new bridge approximately 142 feet wide and 300 feet long. An auxiliary lane would be added in both directions between the Redlands Boulevard and Theodore Street interchanges, as well as in the eastbound direction between the Theodore Street and Gilman Springs Road interchanges. Refer to Attachment B of the PSR/PDS for the proposed interchange layout.

Alternative 2 would impact areas in the northwest, southwest, and southeast quadrants of the interchange. Right-of-way (ROW) acquisition would be required to accommodate proposed ramps in these locations.

Alternative 3 (Spread Diamond - Type L-2)

Alternative 3 would reconstruct and improve the existing interchange in an L-2 configuration. Improvements would include construction of new entrance and exit ramps

in all four quadrants of the interchange. The existing Theodore Street overcrossing would be removed and replaced by a new bridge approximately 142 feet wide and 300 feet long. An auxiliary lane would be added in both directions between the Redlands Boulevard and Theodore Street interchanges, as well as between the Theodore Street and Gilman Springs Road interchanges. See Attachment B of the Project Study Report/Project Development Support (PSR/PDS) for the proposed interchange layout.

Alternative 3 would impact areas in all four interchange quadrants. ROW acquisition would be required to accommodate the proposed ramps. This Alternative would impact the existing residential development located in the northeast quadrant of the interchange.

Alternative 4 (Modified Spread Diamond – Mod Type L-2/L-9)

Alternative 4 would reconstruct and improve the existing interchange in a modified Type L-2/L-9 configuration. Improvements would include construction of a new westbound entrance ramp in the northwest quadrant of the interchange and westbound exit and loop entrance ramps in the northeast quadrant, in a partial Type L-9 configuration. New eastbound exit and entrance ramps would be constructed in the southwest and southeast quadrants, respectively, in a partial Type L-2 configuration. The existing Theodore Street overcrossing would be removed and replaced by a new bridge approximately 142 feet wide and 300 feet long. An auxiliary lane would be added in both directions between the Redlands Boulevard and Theodore Street interchanges, as well as between the Theodore Street and Gilman Springs Road interchanges. See Attachment B of the PSR/PDS for the proposed interchange layout.

Alternative 4 would impact areas in all quadrants of the interchange. ROW acquisition would be required to accommodate proposed ramps. This Alternative would impact the existing residential development located in the northeast quadrant of the interchange.

3. *Anticipated Environmental Approval*

CEQA		NEPA	
Environmental Determination			
Statutory Exemption	☐		
Categorical Exemption	☐	Categorical Exclusion	☐
Environmental Document			
Initial Study or Focused Initial Study with proposed Negative Declaration (ND) or Mitigated ND	☒	Routine Environmental Assessment with proposed Finding of No Significant Impact Complex Environmental Assessment with proposed Finding of No Significant Impact	☒ ☐
Environmental Impact Report	☐	Environmental Impact Statement	☐

CEQA Lead Agency (if determined):	Caltrans
Estimated length of time (months) to obtain environmental approval:	15-18 Months
Estimated person hours to complete identified tasks:	700

The anticipated environmental document for the proposed project is an Initial Study (IS) leading to a Mitigated Negative Declaration (MND) under the California Environmental Quality Act (CEQA) and a Routine Environmental Assessment (EA) leading to a Finding of No Significant Impact (FONSI) under the National Environmental Policy Act (NEPA).

4. *Special Environmental Considerations*

The preliminary impact area associated with the Build Alternatives is reviewed within this document. In general, special considerations include any special processes and/or seasonal constraints that may affect project delivery and require unusual, exceptional, or extended environmental processes.

For the SR-60/Theodore Street Interchange, special environmental considerations may include the need for formal agency consultation (i.e., Section 7 or Section 106 Consultations) and/or the need for construction monitoring for biological and cultural resources. Regulatory permits may be required for impacts to jurisdictional waters of the U.S. and State from the U.S. Army Corps of Engineers (ACOE), State Water Resources Control Board (SWRCB), and California Department of Fish and Wildlife (CDFW). If any of these activities are deemed necessary, there is a potential that the environmental process may be extended. The requirement for these potential permits, approvals, and consultations would be determined as part of project-specific field investigations and technical analyses to be performed during the PA/ED phase.

5. *Anticipated Environmental Commitments*

The following is a list of possible avoidance, minimization, and/or mitigation measures that could be required for the purposes of this proposed project, under all Build Alternatives.

1. If human remains are encountered during construction, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code (PRC) Section 5097.98. The County Coroner must be notified of the find immediately. If the remains are determined to be Native American, the County Coroner will notify the Native American Heritage Commission (NAHC), who will determine and notify the Most Likely Descendant (MLD). The MLD may inspect the site of the discovery with the permission of the land owner, or his/her authorized representative. The MLD shall complete the inspection within 48 hours of being granted access to the site.
2. If historic or archaeological resource materials are discovered during construction, all earth-moving activity within and around the immediate discovery area will be diverted until a qualified archaeologist can assess the nature and significance of the find.
3. If any paleontological resources are encountered during construction activities, all ground disturbing activities shall stop until the services of a qualified paleontologist can be retained to identify and evaluate the resources and, if necessary, recommend mitigation measures to document and preserve the resources.
4. If ground disturbing activities are scheduled to commence during the raptor breeding season (February 1 through August 31), pre-construction raptor surveys shall be conducted by a qualified biologist in order to identify possible nesting activity. A construction-free buffer of suitable dimensions must be established around any active raptor nests (up to 250 feet, depending on the nest location and species) for the duration of the project or until it has been determined that the chicks have fledged and are independent of their parents.
5. If unknown wastes or suspect materials are discovered during construction by the contractor, which he/she believes may involve hazardous waste/materials, the contractor shall:
    a. Immediately stop work in the vicinity of the suspected contaminant, removing
    b. workers and the public from the area;
    c. Notify the project engineer of the implementing agency;
    d. Secure the areas as directed by the project engineer; and
    e. Notify the implementing agency's Hazardous Waste/Materials Coordinator.

6. During construction, Underground Service Alert (USA) services shall be used to identify the location of all public utilities and avoid unplanned disruptions.
7. In compliance with Executive Order (EO) 13112, Invasive Species, and subsequent guidance from the Federal Highway Administration, the landscaping and erosion control included in the project will not use species listed as noxious weeds. In areas of particular sensitivity, extra precautions will be taken if invasive species are found in, or adjacent to, the construction areas. These include the inspection and clearing of construction equipment and eradication strategies to be implemented should an invasion occur.
8. Where landscaping is proposed, the project shall install landscaping that is compatible with the existing landscaping. All selected plant species within the roadway right-of-way shall share similar water requirements. The new landscaping concept and plant palette shall be determined and approved by Caltrans District Landscape Architect.

The environmental commitments cited above are considered standard construction provisions. Additional commitments will be required and would be determined as part of the PA/ED phase. Detailed cost estimates are premature and speculative at this time as one or more of these commitments may not be required. However, as a conservative budget estimate, costs associated with commitments above should be assumed at up to $250,000.[1]

6. *Permits and Approvals*

The following table identifies the anticipated permits and approvals required for the proposed project. These permits and approvals are subject to change based upon project-specific field investigations and technical analyses to be performed during the PA/ED phase.

Permit/Approval	Agency	Notes
Section 7 Consultation	U.S. Fish and Wildlife Service	Required in the event Waters of the U.S. or Federally-listed species are affected
National Pollutant Discharge Elimination System (NPDES) Notice of Construction (NOC)	Santa Ana RWQCB	Required for compliance with the Caltrans Construction General Permit
Section 402 Clean Water Act NPDES	Santa Ana RWQCB	Required for compliance with the Caltrans Statewide NPDES Storm Water Permit and General NPDES Permit
Storm Water Pollution Prevention Plan (SWPPP)	Santa Ana RWQCB	The SWPPP addresses water pollution controls during construction under NPDES requirements
Encroachment Permit	Caltrans District 8	Required for field surveys and construction activities
Encroachment Permit	City of Moreno Valley	Required for field surveys and construction activities.

[1] Cost is approximate/preliminary and subject to change based upon the significance of resources encountered and additional commitments required by affected resource agencies.

7. Level of Effort: Risks and Assumptions

The environmental factors that could affect cost and schedule for this proposed project include the anticipated permit processes (NPDES/SWPPP approvals through the Santa Ana RWQCB and encroachment permits) and potential permit processes (regulatory permits from the ACOE, RWQCB, and CDFW). Other factors include the need for additional technical studies, or the identification of cultural or biological resources resulting in unanticipated mitigation requirements. The environmental document would be prepared based on technical studies completed and approved for the proposed project, as well as any additional studies in the vicinity. For this proposed project, special considerations may entail resource agency permits, the potential for hazards/hazardous materials within the proposed project limits, and pre-construction biological resource surveys.

8. PEAR Technical Summaries

8.1 **Land Use:** The proposed project site is located primarily within the City of Moreno Valley, while the northeastern quadrant is located in the City's Sphere of Influence (within unincorporated Riverside County). Based on the City's *General Plan Land Use Map*, the following designations apply to the project:

- Northeast Quadrant: Residential, Maximum 1 Dwelling Unit/Acre ("R1");
- Northwest Quadrant: Office ("O");
- Southwest Quadrant: Commercial ("C") and Business Park/Light Industrial ("BP"); and
- Southeast Quadrant: Business Park/Light Industrial ("BP").

Based on the City's Zoning Map, the following zoning applies to the project:

- Northeast Quadrant: Sphere of Influence;
- Northwest Quadrant: Office ("O");
- Southwest Quadrant: Community Commercial ("CC"); and
- Southeast Quadrant: Industrial/Business Park ("BP").

Land use compatibility and consistency with the City's and County's General Plans and Zoning Codes will be evaluated in the IS. A separate technical study is not required.

8.2 **Growth:** The proposed project is meant to improve safety and operation of Theodore Street and the SR-60/Theodore Street interchange by relieving existing congestion and improving vehicle, pedestrian, and bicycle safety. No residences or businesses would be introduced as a result of this proposed project; therefore, a direct increase in population is not anticipated. The proposed project would accommodate projected growth within the vicinity, particularly in regards to goods movement due to buildout of planned industrial/logistics facilities south of SR-60.

The proposed project is not considered to be growth inducing. A separate technical study is not required.

8.3 **Farmlands/Timberlands:** Based on the City's *General Plan* and *Zoning Code*, there are no farmland land use or zoning designations within the proposed project study limits or within the immediate project vicinity. No timberlands are identified within or adjacent to the proposed project.

However, according to the California Department of Conservation's 2010 map denoting *Riverside County Important Farmland*, the northeastern quadrant of the project site is designated as Prime Farmland and Farmland of Statewide Importance. Build Alternatives 3 and 4 would result in impacts to this quadrant. As such, a Farmland Technical Memorandum and conversion analysis would be required for Alternatives 3 and 4.

8.4 **Community Impacts:** The proposed project area can be characterized as rural in nature. The only development existing within or adjacent to the project site consists of existing roadway facilities, an industrial/warehousing facility (Skechers) to the southwest, and one single-family residence to the northeast. Due to the limited development in the project area and the existence of roadway facilities (SR-60 and Theodore Street), the project would not divide an existing community.

Build Alternatives 3 and 4 would result in impacts to the existing single-family residence within the northeast quadrant of the project site, and may result in a full acquisition of the property. In the event a full acquisition of the parcel occurs, a Relocation Impact Statement (RIS) would be required.

8.5 **Visual/Aesthetics:** The project is not on, or adjacent to, an officially-designated state scenic highway, according to the Caltrans California Scenic Highway Mapping System. SR-243 is the nearest officially-designated scenic highway, which is located approximately 15 miles east of the project site. Visual resources are often subjective in nature and therefore analysis is completed per the Federal Highway Administration Visual Impact Assessment for Highway Project Guidelines. This screening is done pursuant to the Caltrans SER, discusses the project area, and provides mitigation if necessary. Due to the nature of proposed improvements at the interchange and an increase in elevation of the proposed bridge, a Visual Impact Assessment (VIA) will be prepared for the project.

8.6 **Cultural Resources:** Based on analysis provided within the *Highland Fairview Corporate Park EIR* (Michael Brandman Associates, 2008), no known cultural resources were found to exist in the project vicinity. However, a literature/records search performed as part of the EIR indicated that 14 cultural resource sites were determined to occur within one mile of the project site. As such, there is a potential for impacts to buried archaeological resources during the construction process. A Historic Property Survey Report (HPSR) and Archaeological Survey Report (ASR) will be required. In addition, Alternatives 3 and 4 would result in impacts to an

existing single-family residential property, and the residential structure may be affected. Based on preliminary analysis to be conducted regarding the age and attributes of the residence, a Historical Resources Evaluation Report (HRER) may also be required.

8.7 **Hydrology and Floodplain:** According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRMs), the project site is located outside the 100-year flood plain (Zone X). The IS will discuss hydrological conditions within the project area and drainage facilities that would be included as part of the project. A separate technical study is not required.

8.8 **Water Quality and Storm Water Runoff:** The proposed project is within the jurisdiction of the Santa Ana RWQCB. All major reconstruction and new construction for transportation projects must conform to Caltrans' existing Statewide National Pollutant Discharge Elimination System NPDES Permit CAS000003 and to the existing General NPDES Permit for Construction Activities No. CAS000002. These permits regulate storm water and non-storm water discharges associated with year-round construction activities.

Coverage under the SWRCB General Permit will be required since the proposed project has a soil disturbance area greater than one acre. The SWPPP shall incorporate control measures for soil stabilization, sediment control, wind erosion control, waste management, and disposal control practices. Caltrans' Statewide Storm Water Management Plan requires project development personnel to assess the need for storm water Best Management Practices (BMPs) and incorporate these BMPs as appropriate during the initial planning and design phases for all Caltrans projects.

A Storm Water Data Report (SWDR) is required and shall document all requirements per the NPDES permits during and/or after construction. The signature page of the SWDR will be included as part of an engineering report, anticipated to be a Project Report (PR), during PA/ED phase.

8.9 **Geology, Soils, Seismic and Topography:** The project site is located within a seismically active area, in proximity to several fault zones (San Andreas, San Jacinto, and Elsinore). Thus, the proposed project may be subject to ground shaking due to seismic events. Although geotechnical research performed as part of the *Highland Fairview Corporate Park EIR* found no evidence of ground fissuring or other unstable soil conditions was evident in the project area, a Preliminary Geotechnical Report will be prepared during the PA/ED phase. The results of the Preliminary Geotechnical Report will be summarized within the IS.

8.10 **Paleontology:** The proposed project would require grading and excavation, with deeper excavations required for construction associated with the Theodore Street bridge. It is anticipated that all work would be completed in disturbed areas or areas already containing fill from the construction of the roadways; therefore, the

probability of encountering paleontological resources is considered low. However, based on the *Highland Fairview Corporate Park EIR*, geologic units within the project area have a moderate paleontological sensitivity since the site rests upon older Pleistocene and San Timoteo Formations. Therefore, there is the potential to encounter buried paleontological resources. A separate study is not required; however, provisions for on-site monitoring if resources are encountered during construction activities should be included on construction plans.

8.11 **Hazardous Waste/Materials:** Based on an analysis of hazardous materials conducted as part of the *Highland Fairview Corporate Park EIR*, seven hazardous materials sites were documented to exist within one mile of the project site. However, no Recognized Environmental Conditions (RECs) were determined to exist in the project area. Although no known hazards affect the site, SR-60 was constructed during a time when leaded gasoline was used in motor vehicles; therefore, soils within the proposed project limits should be tested for Aerially Deposited Lead (ADL) in order to determine if any soils are contaminated from vehicular use. Moreover, the build alternatives may require ROW acquisition that would necessitate an investigation of hazardous conditions. A Phase I Initial Site Assessment (ISA) will be prepared for this project, which will include a hazardous materials database search, outlining any hazardous material listings within or in close proximity to the proposed project area.

8.12 **Air Quality:** The proposed project is located within the South Coast Air Basin (SCAB), which is within the jurisdiction of the South Coast Air Quality Management District (SCAQMD). The SCAB is in attainment status for most of the National Ambient Air Quality Standards (NAAQS) and the California Ambient Air Quality Standards (CAAQS); however the SCAB is in nonattainment for the following pollutants (Federal standards):

- Ozone;
- Particulate matter 10 microns in diameter or less (PM_{10}); and
- Particulate matter 2.5 microns in diameter or less ($PM_{2.5}$).

An Air Quality Assessment will be required to determine the project's potential impacts to sensitive receptors for both short-term construction and long-term operations.

8.13 **Noise and Vibration:** Caltrans and the Federal Highway Administration (FHWA) have refined the approach that determines the level of noise analysis necessary for a project. Section 4 (Noise Impact Screening Procedure Checklist) of the Caltrans Technical Noise Supplement (TeNS) involves answering five questions related to the project area and existing noise levels. This Checklist has been designed to eliminate unnecessary Traffic Noise Analysis Protocol (TNAP) and Noise Abatement Decision Report (NADR) analyses. If the project passes the screening procedure, then a detailed impact analysis is not required. If the project does not pass the screening procedure, then a TNAP/NADR Analysis is required.

The proposed project would improve safety and operation of Theodore Street and the SR-60/Theodore Street interchange by relieving existing congestion and improving efficiency. Currently, the closest residence is located approximately 180 feet to the northeast of the interchange. Additional residences are located along Redlands Boulevard, in the vicinity of the proposed auxiliary lane. It is assumed for the purposes of this PEAR that a TNAP/NADR Analysis will be required based on the surrounding sensitive receptors. The final determination will be dependent on the screening process discussed above.

8.14 **Energy and Climate Change:**

The proposed project would relieve congestion and improve travel efficiency through the SR-60/Theodore Street interchange area. Energy consumption would potentially be reduced upon project completion due to improved traffic circulation. Construction energy consumption would be temporary in nature and all construction equipment would be required to operate per the equipment manuals. In addition, air quality requirements pertaining to construction equipment (i.e., construction equipment would not operate for longer than eight cumulative hours, equipment would be shut down when not in use for extended periods of time), would also help to reduce energy consumption from construction equipment. A separate energy technical study will not be required.

It is generally agreed that individual transportation projects, by themselves, do not yield sufficient greenhouse gas (GHG) emissions to have a significant impact on global climate change, but an individual project may make an incremental contribution to cumulative climate change impacts, along with all other global sources of GHG. An Air Quality Assessment will be required for the proposed project and will include a quantitative analysis of GHGs. This quantitative analysis will use the California Air Resources Board's (CARB's) EMFAC model to compare relative carbon dioxide (CO_2) emissions for all alternatives.

8.15 **Biological Environment:** Based on previous biological resources analysis performed within the project area as part of the *Highland Fairview Corporate Park EIR*, several sensitive species are known to occur in the vicinity. These species include Stephen's kangaroo rat and the burrowing owl. Portions of the proposed project site may also provide habitat for ground-, tree-, and shrub-nesting birds which are protected by the Migratory Bird Treaty Act (MBTA). Thus, the preparation of a Natural Environment Study (NES) will be required, in addition to the potential for focused surveys. In the event impacts to special status, consultation and/or permits from the U.S. Fish and Wildlife Service (USFWS) and/or CDFW may be required.

Based in an initial analysis of site conditions, jurisdictional drainages do not appear to be present on the project site. However, a formal analysis of jurisdictional features would be performed as part of the NES. In the event impacts to

jurisdictional features occur, regulatory permits may be required through the ACOE, RWQCB, and CDFW.

8.16 **Cumulative Impacts:** All cumulative impacts will be addressed within the IS. All cumulative impacts will also be addressed within the individual resource technical studies identified in Sections 8.1 through 8.15, above.

8.17 **Context Sensitive Solutions:** Context Sensitive Solutions (CSS) is defined as "innovative and inclusive approaches that integrate and balance community, aesthetic, historic, and environmental values with transportation safety, maintenance and performance goals". As part of this proposed project, there are anticipated to be a series of public workshops and/or potential interviews with stakeholders and property owners. In addition, a public workshop is anticipated to be held during the public circulation of the environmental document.

9. Summary Statement for PSR or PSR-PDS

Based on the technical summaries described above, it is expected that impacts associated with all build alternatives would be mitigated to a level below significance. The total cost estimates for potential mitigation measures and permits associated with all build alternatives are premature and speculative at this time as one or more of these measures may not be required. However, as a conservative budget estimate, costs associated with commitments above should be assumed at up to $250,000. The schedule associated with the IS/MND is expected to have a duration of approximately 15 to 18 months.

Several technical studies are required for this proposed project. It is not anticipated that the individual resource evaluations will identify significant environmental concerns within or adjacent to the proposed project area that cannot be mitigated. If additional technical studies are necessary, the completion of these studies could affect schedule and cost. Construction monitoring for biological and cultural resources, if deemed necessary, could also complicate, slow, or lengthen the schedule and increase costs.

10. Disclaimer

This Preliminary Environmental Analysis Report (PEAR) provides information to support programming of the proposed project. It is not an environmental determination or document. Preliminary analysis, determinations, and estimates of mitigation costs are based on the project description provided in the PSR/PDS. The estimates and conclusions in the PEAR are approximate and are based on cursory analyses of probable effects. A reevaluation of the PEAR will be needed for changes in project scope or alternatives, or in environmental laws, regulations, or guidelines.

11. List of Preparers

Biologist Wesley Salter	Date: 1/29/13
Noise and Vibration specialist Achilles Malisos	Date: 1/30/13
Air Quality specialist Achilles Malisos	Date: 1/30/13
Hazardous Waste/Materials specialist Kristen Bogue	Date: 1/30/13
Visual/Aesthetics specialist Eddie Torres	Date: 1/30/13
Energy and Climate Change specialist Achilles Malisos	Date: 1/30/13
PEAR Preparer (Name and Title) Alan Ashimine	Date: 2/4/13

12. Review and Approval

I confirm that environmental cost, scope, and schedule have been satisfactorily completed and that the PEAR meets all Caltrans requirements. Also, if the project is scoped as a routine EA, complex EA, or EIS, I verify that the HQ DEA Coordinator has concurred in the Class of Action.

_____ Date: _____
Environmental Branch Chief

_____ Date: _____
Project Manager

REQUIRED ATTACHMENTS:

Attachment A: PEAR Environmental Studies Checklist

MV00210636

Attachment A: PEAR Environmental Studies Checklist

Rev. 11/08

Environmental Studies for PA&ED Checklist

	Not anticipated	Memo to file	Report required	Risk* L M H	Comments
Land Use	☒	☐	☐	L	
Growth	☒	☐	☐	L	
Farmlands/Timberlands	☐	☒	☐	L	Tech Memo
Community Impacts	☒	☐	☐	L	
Community Character and Cohesion	☒	☐	☐	L	
Relocations	☐	☐	☒	M	RIS
Environmental Justice	☒	☐	☐	L	
Utilities/Emergency Services	☒	☐	☐	L	
Visual/Aesthetics	☐	☐	☒	L	VIA
Cultural Resources:	☐	☐	☐	L	
Archaeological Survey Report	☐	☐	☒	L	
Historic Resources Evaluation Report	☐	☐	☒	M	
Historic Property Survey Report	☐	☐	☒	L	
Historic Resource Compliance Report	☒	☐	☐	L	
Section 106 / PRC 5024 & 5024.5	☒	☐	☐	L	
Native American Coordination	☐	☐	☒	L	HPSR/ASR
Finding of Effect	☒	☐	☐	L	
Data Recovery Plan	☒	☐	☐	L	
Memorandum of Agreement	☒	☐	☐	L	
Other:	☒	☐	☐	L	
Hydrology and Floodplain	☒	☐	☐	L	
Water Quality and Stormwater Runoff	☐	☐	☒	L	SWDR
Geology, Soils, Seismic and Topography	☐	☐	☒	L	
Paleontology	☒	☐	☐	L	In ED
PER	☒	☐	☐	L	
PMP	☒	☐	☐	L	
Hazardous Waste/Materials:	☐	☐	☐	L	
ISA (Additional)	☐	☐	☒	L	
PSI	☒	☐	☐	L	
Other:	☒	☐	☐	L	
Air Quality	☐	☐	☒	L	
Noise and Vibration	☐	☒	☐	L	Screening
Energy and Climate Change	☒	☐	☐	L	In ED
Biological Environment	☐	☐	☐	L	
Natural Environment Study	☐	☐	☒	L	
Section 7:	☒	☐	☐	M	
Formal	☒	☐	☐	L	
Informal	☒	☐	☐	L	
No effect	☒	☐	☐	L	
Section 10	☒	☐	☐	L	
USFWS Consultation	☒	☐	☐	L	
NMFS Consultation	☒	☐	☐	L	
Species of Concern (CNPS, USFS, BLM, S, F)	☒	☐	☐	L	

Environmental Studies for PA&ED Checklist					
	Not anticipated	Memo to file	Report required	Risk* L M H	Comments
Wetlands & Other Waters/Delineation	☐	☐	☒	M	NES
404(b)(1) Alternatives Analysis	☒	☐	☐	L	
Invasive Species	☒	☐	☐	L	In ED
Wild & Scenic River Consistency	☒	☐	☐	L	
Coastal Management Plan	☒	☐	☐	L	
HMMP	☒	☐	☐	L	
DFG Consistency Determination	☒	☐	☐	L	
2081	☒	☐	☐	L	
Other:	☒	☐	☐	L	
Cumulative Impacts	☒	☐	☐	L	In ED
Context Sensitive Solutions	☒	☐	☐	L	
Section 4(f) Evaluation	☒	☐	☐	L	
Permits:					
401 Certification Coordination	☒	☐	☐	L	
404 Permit Coordination, IP, NWP, or LOP	☒	☐	☐	L	
1602 Agreement Coordination	☒	☐	☐	L	
Local Coastal Development Permit Coordination	☒	☐	☐	L	
State Coastal Development Permit Coordination	☒	☐	☐	L	
NPDES Coordination	☐	☐	☒	L	
US Coast Guard (Section 10)	☒	☐	☐	L	
TRPA	☒	☐	☐	L	
BCDC	☒	☐	☐	L	

Transportation Planning Scoping Information Sheet

Attachment F

Transportation Planning Scoping Information Sheet

PROJECT INFORMATION

District	County	Route	Post Miles	Project ID No/ Expenditure Authorization No.
8	Riv	60	20.0/22.0	Project ID#0800000000 EA 0M590

Project Name and Description :
SR-60 / Theodore St Interchange Improvements -- Interchange improvements including widening of Theodore Street, removal and reconstruction of the Theodore Street overcrossing and all ramps.

Prepared by:

District Information Sheet Point of Contact*:	Name: Trisha Keith	Functional Unit:	Consultant

* The District Information Sheet Point of Contact is responsible for completing Project Information, PDT Team and Stakeholder Information, and coordinating the completion of project-related information with the Transportation Planning Stakeholders. Upon completion, provides the Transportation Planning PDT Representative and Project Manager with a copy of the Information Sheet.

Project Development Team (PDT) Information

Title	Name	Phone Number
Caltrans Project Manager	Emad Makar	(909) 383-4978
Caltrans PID Program Manager	Diane Morales	(909) 383-4625
Caltrans Transportation Planning PDT Representative**	Matthew Maestas	(909)383-4825
City Senior Engineer	Margery Lazarus	(951) 413-3133
Consultant Project Manager	Tim Haile	(909) 974-4922
Consultant Project Engineer	Trisha Keith	(949) 855-7049
Consultant Environmental	Alan Ashimine	(949) 855-5710

Transportation Planning Stakeholder Information

Title	Name	Phone Number
Regional Planner		
System Planner		
Local Development-Intergovernmental Review (LD-IGR) Planner		
Community Planner		
Goods Movement Planner		
Transit Planner		
Bicycle and Pedestrian Coordinator		
Park and Ride Coordinator		
Native American Liaison		
Other:		

Project Purpose and Need –**

Purpose:

The purpose of the proposed project is to reconstruct and improve the interchange at SR-60 and Theodore Street in order to correct existing geometric deficiencies, increase capacity, and improve operations. The proposed improvements will reduce congestion at the interchange and provide adequate access for existing traffic volumes as well as forecasted increased traffic demands.

Need:

The proposed project is needed to improve existing geometric deficiencies and address long range projected operational deficiencies at the SR-60/Theodore Street interchange due to forecasted growth and development in the area. Without improvements, by 2035, the eastbound SR-60 on- and off-ramps are expected to operate at LOS F in the PM peak hour, while the westbound SR-60 on- and off-ramps are expected to operate at LOS E and F, respectively, in the AM peak hour. The intersections of Theodore Street at Ironwood Avenue, SR-60 westbound and eastbound ramps, and Eucalyptus Avenue are forecast to operate at LOS F in the PM peak hour.

** The Transportation Planning PDT Representative is responsible for providing the PDT with the system-wide and corridor level deficiencies identified by Transportation Planning. The PDT uses the information provided by Transportation Planning to develop the purpose and need with contributions from other Caltrans functional units and external stakeholders at the initiation of the PID and is refined throughout the PID process. As the project moves past the project initiation stage and more data becomes available, the purpose and need is refined. For additional information on purpose and need see: www.dot.ca.gov/hq/env/emo/purpose_need.htm

1. **Project Funding:**

a	List all known and potential funding sources and percent splits: (ie. State Transportation Improvement Program (STIP)/State Highway Operations and Protection Program (SHOPP)/Transportation Enhancement (TE)/Environmental Enhancement and Mitigation (EEM)/Safe Routes to School (SR2S)/etc.)
	Local funding 100%
b	Is this a measure project? Yes /No X. If yes, name and describe the measure.

2. **Regional Planning:**

a	Name of and contact information for Metropolitan Planning Organization (MPO) or Regional Transportation Planning Agency (RTPA).
	MPO and RTPA – Southern California Association of Governments (SCAG). (213) 236-1800
b	Name of and contact information for local jurisdiction (City or County)
	City of Moreno Valley **Margery Lazarus** **951-413-3133**
c	Provide the page number and project description as identified in the Regional Transportation Plan (RTP) and the date of adoption, or provide an explanation if not in RTP.
	SCAG RTP (2012 Final) Adopted 4/4/12, - **Pg 262. Project ID #3M0801** **Description: AT SR-60/THEODORE ST IC: WIDEN OC FROM 2 TO 6 THROUGH LANES; WIDEN WB EXIT/ENTRY RAMPS FROM 1 LANE TO 2 LANES AT EXIT/ENTRY, 3 LANES AT ARTERIAL WITH HOV AT ENTRY; WIDEN EB EXIT RAMP FROM 1 LANE TO 2 LANES AT EXIT AND 3 LANES AT ARTERIAL; WIDEN EB ENTRY RAMP FROM 1 LANE TO 2 LANES WITH HOV; ADD EB LOOP ENTRY WITH 2 LANES AT ARTERIAL AND 1 LANE AT ENTRY; ADD AUXILIARY LANES 1700' EACH DIRECTION WEST OF IC & 1200' EB AND 2200' WB EAST OF IC** - **Pg 305. Project ID #3A0807** **Description: IN MORENO VALLEY, WIDEN THEODORE ST FROM 2 TO 4 LANES +2 AUXILIARY LANES FROM EUCALYPTUS AVE TO SR-60 EB RAMPS, INCLUDING**

	MEDIANS, TRAFFIC SIGNALS, CHANNELIZATION IMPROVEMENTS, LEFT-TURN POCKETS, DEDICATED RIGHT-TURN LANES, DRAINAGE IMPROVEMENTS, LANDSCAPING, SIDEWALKS, AND BIKE LANES. - **Pg 305. Project ID #3A0806** **Description: IN MORENO VALEY, WIDEN THEODORE ST FROM 2 TO 4 LANES FROM SR-60 WB RAMPS TO IRONWOOD AVE, INCLUDING TRAFFIC SIGNALS, CHANNELIZATION IMPROVEMENTS, LEFT-TURN POCKETS, DEDICATED RIGHT-TURN LANES, DRAINAGE IMPROVEMENTS, LANDSCAPING, SIDEWALKS, AND BIKE LANES.**
d	Provide nexus between the RTP objectives and the project to establish the basis for the project purpose and need. **Ramps will be consistent with/allow for RTP-planned improvements. Bridge replacement will provide clearance for RTP – planned widening of SR-60.**
e	Is the project located in an area susceptible to sea-level rise? **No**
f	Name of Air Quality Mmagement District (AQMD) **South Coast AQMD**
g	If the project is located in a federal non-attainment or attainment-maintenance area is the project: • Regionally Significant? (per 40 (Code of Federal Regulations (CFR) 93.101) Y X/N • Exempt from conformity? (per 40 CFR 93.126 and 93.128) Y /N X • Exempt from regional analysis? (per 40 CFR 93.127) Y /N X • Not exempt from conformity (must meet all requirements)? Y X /N

3. **Native American Consultation and Coordination:**

a	If project is within or near an Indian Reservation or Rancheria? If so, provide the name of Tribe. **Per the 2012 Transportation Concept Report for SR-60 and the EIR prepared for the Highland Fairview Skechers development, it is not.**
b	Has/have the Tribal Government(s) been consulted? Y /N . If no, why not? **N/A**
c	If the project requires Caltrans to use right-of-way on trust or allotted lands, this information needs to be included as soon as possible as a key topic in the consultation with the Tribe(s). Has the Tribe been consulted on this topic? Y /N . If no, why not? **N/A**
d	Has the Bureau of Indian Affairs (BIA) been notified? Y /N **N/A**
e	Have all applicable Tribal laws, ordinances and regulations [Tribal Employment Rights Ordinances (TERO), etc.] been reviewed for required contract language and coordination? **N/A**
f	If the Tribe has a TERO, is there a related Memorandum of Understanding between the District and the Tribe? **N/A**
g	Has the area surrounding the project been checked for prehistoric, archeological, cultural, spiritual, or ceremonial sites, or areas of potentially high sensitivity? If such areas exist, has the Tribe, Native American Heritage Commission or other applicable persons or entities been consulted? **N/A**
h	If a Native American monitor is required for this project, will this cost be reflected in cost estimates? **N/A**
i	In the event of project redesign, will the changes impact a Native American community as described

	above in d, e, or h?
	N/A

4. System Planning:

a	Is the project consistent with the DSMP? Y X /N . If yes document approval date. If no, explain.
	The District 8 DSMP was approved on 12/2011.
b	Is the project identified in the TSDP? Y /N X ? If yes, document approval date . If no, explain.
	The District 8 TSDP only identifies mainline improvements.
c	Is the project identified in the TCR/RCR or CSMP? Y X/N . If yes, document approval date 9/2012 . If no, explain. Is the project consistent with the future route concept? Y X /N . If no, explain.
	The project is identified in the 9/25/2012 TCR. The TCR calls for reconstruction/widening of the interchange and ramps. The route concept identified in the TCR adds 1 mixed flow lane in each direction, for a total of 6 mixed flow lanes. The proposed ramps and overcrossing would be compatible with this freeway section. Unable to locate current RCR or CSMP.
d	Provide the Concept Level of Service (LOS) through project area.
	D -- Per 2012 Transportation Concept Report.
e	Provide the Concept Facility – include the number of lanes. Does the Concept Facility include High Occupancy Vehicle lanes? Y /N X .
	Per the 2012 TCR, the concept facility has 6 mixed flow lanes with no HOV lanes.
f	Provide the Ultimate Transportation Corridor (UTC) – include the number of lanes. Does the UTC include High Occupancy Vehicle Lanes? Y /N .
	The UTC is not addressed in the TCR. Per the 1999 RCFS, SR-60 will serve as an ultimate transportation corridor, which is recommended to have 10 lanes per District 8 policy. HOV lanes are not addressed in the RCFS.
g	Describe the physical characteristics of the corridor through the project area (i.e. flat, rolling or mountainous terrain…).
	Physical terrain through the project area is rolling.
h	Is the highway in an urban or rural area? Urban /Rural X . Provide Functional Classification.
	Rural Principal Arterial – Per 2012 TCR, Segment 6.
i	Is facility a freeway, expressway or conventional highway?
	Freeway
j	Provide Route Designations: (i.e. Interregional Transportation Strategic Plan (ITSP) High Emphasis or Focus Route, Surface Transportation Assistance Act (STAA) Route, Scenic Route…).
	Per the 2012 TCR, it is an STAA Route on the National Network, is part of the National Highway System and is a Goods Movement Route. Per 1999 RCFS, it is included in the Transportation Gateways of Statewide Significant and Intermodal corridors of Economical Significance (ICES) in Caltrans ITSP.
k	Describe the land uses adjacent to project limits (i.e. agricultural, industrial…).
	Current adjacent land use is light industrial, vacant, and residential.
l	Describe any park and ride facility needs identified in the TCR/CSMP, local plans, and RTP.
	None.
m	Describe the Forecasted 10 and 20-year Vehicle Miles Traveled (VMT), Annual Average Daily Traffic (AADT), and Peak Hour truck data in the TCR. Include the source and year of Forecast, and names and types of traffic and travel demand analysis tools used.
	ADT = 100,700, Truck Peak Hour = 570, AADT 2008 = 55,400, AADT 2035 = 100,700, VMT 2008 = 94,200, VMT 2035 = 171,300.
n	Has analysis on Daily Vehicle Hours of Delay (DVHD) from the Highway Congestion Monitoring Program (HICOMP) been completed and included? Y /N X .

	HICOMP has been replaced by Mobility Performance Report. Per the 3rd Quarter 2012 report, the quarterly Vehicle Hours of Delay were as follows: 191,549 (Q3/2011), 222,801 (Q2/2012), and 169,763 (Q3/2012). The Q3/2012 were 24% lower than Q2/2012 and 11% lower than Q3/2012.

5. **Local Development – Intergovernmental Review (LD-IGR):** Projects led by private development.

List LD-IGR projects that may directly or indirectly impact the proposed Caltrans project or that the proposed Caltrans project may impact. (Attach additional project information if needed.)

	LD-IGR Project Information	Project
a	County-Route-Postmile & Distance to Development.	N/A
b	Development name, type, and size.	
c	Local agency and/or private sponsor, and contact information.	
d	California Environmental Quality Act (CEQA) status and Implementation Date.	
e	If project includes federal funding, National Environmental Policy Act (NEPA) status.	
f	All vehicular and non-vehicular unmitigated impacts and planned mitigation measures including Transportation Demand Management (TDM) and Transportation System Management (TSM) that would affect Caltrans facilities.	
g	Approved mitigation measures and implementing party.	
h	Value of constructed mitigation and/or amount of funds provided.	
i	Encroachment Permit, Transportation Permit, Traffic Management Plan, or California Transportation Commission (CTC) Access approvals needed.	
j	Describe relationship to Regional Blueprint, General Plans, or County Congestion Management Plans.	
k	Inclusion in a Regional Transportation Plan Sustainable Community Strategy or Alternative Planning Strategy?	
l	Regional or local mitigation fee program in place?	

6. **Community Planning:**

	INITIAL PID INFORMATION
a	Has lead agency staff worked with any neighborhood/community groups in the area of the proposed improvements? Y___/N___. If yes, summarize the process and its results including any commitments made to the community. If no, why not?
	N/A
b	Are any active/completed/proposed Environmental Justice (EJ) or Community-Based Transportation (CBTP) Planning Grants in the project area? Y___/N_X_. If yes, summarize the project, its location, and

	whether/how it may interact with the proposed project.
c	Describe any community participation plans for this PID including how recommendations will be incorporated and/or addressed. Has a context sensitive solutions (CSS) approach been applied? Y__/N X
	CSS approach will be considered further in the PA/ED phase.
	FINAL PID INFORMATION
d	How will the proposed transportation improvements impact the local community? Is the project likely to create or exacerbate existing environmental or other issues, including public health and safety, air quality, water quality, noise, environmental justice or social equity? Y__/N X. Describe issues, concerns, and recommendations (from sources including neighborhood/community groups) and what measures will be taken to reduce existing or potential negative effects.
e	Does this highway serve as a main street? Y__/N X. If yes, what main street functions and features need to be protected or preserved?

7. **Freight Planning:**

	INITIAL PID INFORMATION
a	Identify all modal and intermodal facilities that may affect or be affected by the project.
	SR-60
	FINAL PID INFORMATION
b	Describe how the design of this project could facilitate or impede Goods Movement and relieve choke points both locally and statewide through grade separations, lane separations, or other measures (e.g., special features to accommodate truck traffic and at-grade railroad crossings).
	The project will facilitate goods movement by widening Theodore St, improving ramps, and providing for future SR-60 widening.
c	Describe how the project integrates and interconnects with other modes (rail, maritime, air, etc.). Do possibilities exist for an intermodal facility or other features to improve long-distance hauling, farm-to-market transportation and/or accessibility between warehouses, storage facilities, and terminals?
	There are no rail, maritime, or air facilities in the immediate vicinity of the project.
d	Is the project located in a high priority goods movement area, included in the Goods Movement Action Plan (GMAP) or on a Global Gateways Development Program (GGDP) route? Y X /N__. If yes, describe.
	GMAP – NO. **Global Gateways – YES – Priority Global Gateway trade corridor (entire route)**
e	Is the project on a current and/or projected high truck volume route [e.g., Average Annual Daily Truck Traffic (AADTT) of 5 axle trucks is greater than 3000]? Yes X /N__. If yes, describe how the project addresses this demand.
	5+ Axle Truck volumes on SR-60: 5,682 (@ Gilman Springs), 6,552 (@ Jet 215) – Per Caltrans 2010 AADTT data. The proposed project does not address this demand.
f	If the project is located near an airport, seaport, or railroad depot, describe how circulation (including truck parking) needs are addressed.
	N/A
g	Describe any other freight issues.
	Project is adjacent to and will provide access for existing and planned logistics sites.

8. **Transit (bus, light rail, commuter rail, intercity rail, high speed rail):**

	INITIAL PID INFORMATION
a	List all local transit providers that operate within the corridor.
	Riverside Transit Agency
b	Have transit agencies been contacted for possible project coordination? Y__/N X. If no, why not?

	It is not anticipated that existing transit services will be modified by this project. It is also not anticipated that transit agencies will introduce new facilities requiring coordination with this project.
c	Describe existing transit services and transit features (bus stops, train crossings, and transit lines) within the corridor.
	Bus Route 35 – travels on SR-60 (Moreno Beach Dr to Highland Springs)
d	Describe transit facility needs identified in short- and long-range transit plans and RTP. Describe how these future plans affect the corridor.
	None identified in 2012 RTP within project area.
	FINAL PID INFORMATION
e	Describe how the proposed project integrates transit and addresses impacts to transit services and transit facilities.
	The project will allow for future widening of SR-60, and will increase interchange capacity, which will provide better access to future transit stops.
f	Have transit alternatives and improvement features been considered in this project? Y /N__ If yes, describe. If no, why not?
	TBD

9. **Bicycle:**

	INITIAL PID INFORMATION
a	Does the facility provide for bicyclist safety and mobility needs? If no, please explain.
	Yes – Standard shoulders for bike travel and ADA-compliant facilities for pedestrians will be provided on Theodore Street.
b	Are any improvements for bicyclist safety and mobility proposed for this facility by any local agencies or included in bicycle master plans? If yes, describe (including location, time frame, funding, etc.).
	This location has not been identified in the WRCOG Non-Motorized Transportation Plan or City of Moreno Valley Bikeways. Theodore has been identified as a "Proposed Trail" in the City's Master Plan of Trails (2010).
c	Are there any external bicycle advocacy groups and bicycle advisory committees that should be included in the project stakeholder list? If so, provide contact information.
	TBD
	FINAL PID INFORMATION
d	Will bicycle travel deficiencies be corrected? How or why not?
	Standard shoulders will be provided on Theodore Street.
e	How will this project affect local agency plans for bicycle safety and mobility improvements?
	The project will provide enhanced bicycle and pedestrian facilities on Theodore Street.
f	If the project is the construction of a new freeway or modification to an existing freeway, will it sever or destroy existing provisions for bicycle travel? If yes, describe how bicycle travel provisions will be included in this project.
	No, existing provisions for bicycle travel will not be severed or destroyed.

10. **Pedestrian including Americans with Disabilities Act (ADA):**

	INITIAL PID INFORMATION
a	Does this facility provide for pedestrian safety and mobility needs? If so, describe pedestrian facilities. Do continuous and well-maintained sidewalks exist? Are pedestrians forced to walk in the roadway at any locations due to lack of adequate pedestrian facilities? Please explain.
	New pedestrian facilities will include sidewalks and curb ramps. Existing conditions do not provide pedestrian facilities.
b	Are pedestrian crossings located at reasonable intervals?
	Yes.

c	Are all pedestrian facilities within the corridor ADA accessible and in compliance with Federal and State ADA laws and regulations?
	Existing – n/a. Proposed – TBD.
	FINAL PID INFORMATION
d	Will pedestrian travel deficiencies be corrected? How or why not?
	Yes, sidewalks and curb ramps will be provided on Theodore Street.
e	How will this project affect local agency plans for pedestrian safety and mobility improvements?
	Pedestrian facilities will be added consistent with local agency plans.
f	If the project is the construction of a new freeway or modification to an existing freeway, will it sever or destroy existing provisions for pedestrian travel? If yes, describe how pedestrian travel provisions will be included in this project.
	No, existing provisions for pedestrian travel will not be severed or destroyed.
g	Are there any external pedestrian advocacy groups and advisory committees that should be included in the project stakeholder list? If so, provide contact information.
	TBD
h	Have ADA barriers as noted in the District's ADA Transition Plan been identified within the project limits? If not included in the project, provide justification and indicate whether District Design coordinator approval was obtained.
	No. The City of Moreno Valley and SR-60 were not found on the Caltrans ADA Transition Plan website.

11. **Equestrian:**

	INITIAL PID INFORMATION
a	If this corridor accommodates equestrian traffic, describe any project features that are being considered to improve safety for equestrian and vehicular traffic?
	N/A
	FINAL PID INFORMATION
b	Have features that accommodate equestrian traffic been identified? If so, are they included a part of this project? Describe. If no, why not?
	N/A

12. **Intelligent Transportation Systems (ITS):**

	INITIAL PID INFORMATION
a	Have ITS features such as closed-circuit television cameras, signal timing, multi-jurisdictional or multimodal system coordination been considered in the project? Y__/N__. If yes, describe. If no, explain.
	TBD
	FINAL PID INFORMATION
b	Have ITS features been identified? If so, are they included a part of this project? Describe. If no, why not?
	TBD

Conceptual Cost Estimate – Right-of-Way Component

Attachment G

CONCEPTUAL COST ESTIMATE – RIGHT OF WAY COMPONENT

To: Renee Fletcher
Deputy District Director – Right of Way (Acting)

Date: February 2013

From: Trisha Keith
RBF Consulting

08-Riv-60-PM 20.0/22.0
Project ID#0800000000
EA 0M590
SR-60/Theodore Interchange Improvements

A Field Review was conducted _x_ Yes ___ No

Scope of the Right of Way

Provide a general description of the right of way including the location attributes.

The northwest and southeast quadrants of the interchange are currently vacant. An existing logistics facility is located in the southwest quadrant of the interchange, however no impacts to the facility are anticipated. The northeast quadrant contains an existing residence that would be impacted by Alternatives 3 and 4. Current land use zoning includes office, light industrial, commercial, and business park in the northwest, southwest, and southeast quadrants, and low density residential in the northeast quadrant.

Right of Way Required _x_ Yes ___ No
Number of Parcels _x_ 1-10 ___ 11-25 ___ 26-50 ___ 51-100 ___ >100
___ Urban _x_ Rural
Land Area: Fee 25.8 ac Easement ___
Displaced Persons/Businesses _x_ Yes (Alts 3 and 4) ___ No
Demolition/Clearance _x_ Yes (Alts 3 and 4) ___ No
Railroad Involvement ___ Yes _x_ No
Utility Involvements _x_ Yes ___ No 7 Number of Utilities in area

Cost Estimates

Support Costs	___ $0-$25,000	___ $500,001-$1,000,000
	___ $25,001-$100,000	___ $1,000,001-$5,000,000
	___ $100,001-$250,000	___ $5,000,001-$10,000,000
	___ $250,001-$500,000	___ >$10,000,000
Capital Costs	___ $0-$100,000	_x_ $5,000,001-$15,000,000
	___ $100,001-$500,000	___ $15,000,001-$50,000,000
	___ $500,001-$1,000,000	___ $50,000,001-$100,000,000
	___ $1,000,001-$5,000,000	___ >$100,000,000

Schedule

Right of Way will require 12 months to deliver a Right of Way Certification #1 from Final R/W Maps. This estimate is based on a Right of Way Certification date of 7/2015

Project Name	Sri Sai Thandore Street Interchange	Project Manager	Street Maker

Risk Identification							Risk Assessment						Risk Response			
Status	ID	Date	Category	Title	Risk Description	Current Mitigation/Management	Probability	Cost Impact	Cost Score	Time Impact	Time Score	Evaluation	Strategy	Response Actions	Risk Owner	Updated
Active	1	Present	Design	Right of Way acquisition delays	Delays in land acquisition due to land disputes		3 High	2 Low	6 Moderate	2		Do not commence the widening	Mitigate	Engage Contractor to Clearing Work	Site Manager	[illegible]
Active	2	Present	Design	Utility Relocation Delays	Delays in utility relocation due to complex coordination requirements for Telecom and Power	Pre-emptive early engagement with utility owners	3 Moderate	3 Moderate	9	3 Moderate	12	Do not commence the widening	Mitigate	[illegible]	Design Manager	[illegible]
Active	3	Present	Risk	Scope Creep	[illegible]		4 High	4 Major	16	4 Major	16	Do not commence the widening	Accept	[illegible]	Project Manager	[illegible]
Active	4	Present	Risk	Risk of [illegible]	[illegible]		3 Moderate	4 Moderate	12	3 High		Do not commence the widening	Accept	[illegible]	Project Manager	[illegible]
Active	5	Present	Design	Utility Relocation [illegible]	[illegible]	Delays in utility relocation due to complex coordination requirements for Telecom and Power	3 Moderate	3 Moderate	9	4 High		Do not commence the widening	Mitigate	[illegible]	Project Manager	[illegible]
Active	6	Present	GPC	Contractor Claims	[illegible]		2 Low	2 Low		3 High		Do not commence the widening	Mitigate	[illegible]	Project Manager	[illegible]
Active	7	Present	Design	Utility Delays Telecom	[illegible]	[illegible]	3 Moderate	2 High		3 High		Do not commence the widening	Mitigate	[illegible]	Project Manager	[illegible]

Traffic Engineering Performance Assessment

PROJECT PROPOSAL IDENTIFICATION

1. District – County – Route – Limits: 08-Riv-60-PM 20.0/22.0
2. Facility Type: Freeway Interchange
3. Project Type (new facility, increase capacity, increase access, expand access): SR-60/Theodore Street Interchange Improvements - Increase Capacity
4. Targeted System User (motor vehicles, transit, bicyclists, pedestrians): Motor Vehicles
5. Key Transportation Agencies (MPO, RTPA, County, Cities): SCAG, Riverside County, City of Moreno Valley
6. Context (rural, urban, suburban): Currently rural.
7. Project Manager: Emad Makar, P.E., Caltrans Project Manager, District 8

INTRODUCTION

This document presents the proposed traffic analysis methodology for the State Route 60 (SR-60) / Theodore Street Interchange Improvements project, and will serve as a reference document for the Project Study Report-Project Development Study (PSR-PDS). The proposed project consists of improvements to the interchange on SR-60 at Theodore Street, located at the east end of the City of Moreno Valley.

SUMMARY OF PRELIMINARY FINDINGS & RECOMMENDATIONS

Assessment Approach, Data Sources & Major Assumptions

A. Forecasted Traffic Volumes & Conditions

A traffic impact analysis (TIA) prepared by Parsons Brinkerhoff, Inc. for the proposed World Logistics Center (WLC) in the City of Moreno Valley (dated February 2013) serves as the basis for this assessment. The proposed World Logistics Center is a plan for the development of up to 41.6 million square feet of modern high-cube logistics warehouse distribution facilities on approximately 2,665 acres of land in eastern Moreno Valley, located immediately south of the SR-60 / Theodore Street interchange.

The TIA analyzed local and regional traffic impacts of the proposed WLC and identified the specific near-term and longer-term circulation improvements that would be required to mitigate project impacts and maintain acceptable peak hour and daily levels of service on surface streets and freeways affected by the project. Given the nature of the WLC project, special attention was paid to the effects of truck traffic. The study considered eight development scenarios:

1. Existing baseline conditions (2012) without the WLC project
2. Existing baseline conditions plus the full build-out of the WLC project
3. Existing baseline conditions plus other past, present, and reasonably foreseeable projects expected to be constructed by 2017, without the WLC project
4. Existing baseline conditions plus other past, present, and reasonably foreseeable projects expected to be constructed by 2017, plus Phase 1 (only) of the WLC project
5. Existing baseline conditions plus other past, present, and reasonably foreseeable projects expected to be constructed by 2022, without the WLC project

6. Existing baseline conditions plus other past, present, and reasonably foreseeable projects expected to be constructed by 2022, plus the full build-out of the WLC project
7. Existing baseline conditions plus other past, present, and reasonably foreseeable projects expected to be constructed by 2035, including full build-out of the City of Moreno Valley General Plan, without the WLC project
8. Existing baseline conditions plus other past, present, and reasonably foreseeable projects expected to be constructed by 2035, including full build-out of the City of Moreno Valley General Plan, plus the full build-out of the WLC project

It should be noted that the above scenarios with "full build-out of the WLC project" (Scenarios 2, 6, and 8) include improvements to the SR-60 / Theodore Street interchange similar to those proposed as Alternative 2 in the PSR-PDS for this project.

This traffic assessment will include three scenarios from the World Logistics Center traffic impact analysis:

1. **Existing** – Existing baseline conditions (2012) without the WLC project (Scenario 1)

   This scenario best reflects current existing conditions for the proposed SR-60 / Theodore Street Interchange improvements project.

2. **Forecast Long-Range without WLC Project** – Existing baseline conditions plus other past, present, and reasonably foreseeable projects expected to be constructed by 2035, including full build-out of the City of Moreno Valley General Plan, without the WLC project (Scenario 7)

   This scenario best reflects the long-term traffic condition without interchange improvements. It does not include the World Logistics Center project, but does include all other foreseeable build-out for that time.

3. **Forecast Long-Range with WLC Project** – Existing baseline conditions plus other past, present, and reasonably foreseeable projects expected to be constructed by 2035, including full build-out of the City of Moreno Valley General Plan, plus the full build-out of the WLC project (Scenario 8)

   This scenario best reflects the long-term traffic condition with interchange improvements, which are similar to proposed Alternative 2 for this project.

Tables 1, 2, 3, 4, 5, and 5a provide Existing and Forecast traffic volumes relevant to this project from the 2013 World Logistics Center Traffic Impact Analysis scenarios described above.

Table 1: Existing and Forecast Peak Hour Volumes
SR-60 and Interchange Ramps Segments

Location	Existing 2012		Forecast Long-Range w/o WLC Project		Forecast Long-Range with WLC Project	
	AM	PM	AM	PM	AM	PM
EB SR-60 from Redlands Blvd. to Theodore St.	1,614	1,920	3,200	4,500	3,640	4,280
WB SR-60 from Redlands Blvd. to Theodore St.	1,193	1,498	4,010	3,530	4,290	3,780
EB SR-60 from Theodore St. to Gilman Springs Rd.	1,521	1,915	2,088	2,858	1,853	2,771
WB SR-60 from Theodore St. to Gilman Springs Rd.	1,183	1,393	2,657	2,217	2,483	1,967
EB SR-60 Off-Ramp to Theodore St.	207	434	270	150	860	420
EB SR-60 Loop On-Ramp from Theodore St.	70	71	150	1,350	50	340
EB SR-60 Direct On-Ramp from Theodore St.	(1)	(1)	(1)	(1)	260	1,420
WB SR-60 Off-Ramp to Theodore St.	24	26	640	380	730	430
WB SR-60 On-Ramp from Theodore St.	34	131	90	230	530	650

Note: (1) This ramp does not exist in the Existing and 2035 w/o WLC Project scenarios.

Table 2: Existing and Forecast ADT Volumes
Theodore Street Segments

Location	Existing 2012		Forecast Long-Range w/o WLC Project		Forecast Long-Range with WLC Project	
	ADT	V/C	ADT	V/C	ADT	V/C
Theodore St. from WB SR-60 Ramps to Ironwood Ave.	650	0.06	9,653	0.85	14,617	0.65
Theodore St. from EB SR-60 Ramps to Eucalyptus Ave.	2,018	0.18	8,699	0.77	34,518	0.68

Table 3: Existing 2012 Peak Hour Turn Movement Volumes Summary

Location / Peak	West Leg		East Leg		South Leg	
	EBT	EBR	WBL	WBT	NBL	NBR
Theodore St. & Ironwood Ave.						
AM	4	13	9	2	18	22
PM	3	13	11	10	24	4
Location / Peak	**North Leg**		**East Leg**		**South Leg**	
	SBL	SBT	WBL	WBR	NBT	NBR
Theodore St. & SR-60 WB ramps						
AM	13	13	15	9	29	21
PM	13	14	17	9	22	118
Location / Peak	**North Leg**		**South Leg**		**West Leg**	
	SBT	SBR	NBL	NBT	EBL	EBR
Theodore St. & SR-60 EB ramps						
AM	13	8	18	26	32	87
PM	21	6	19	112	9	21
Location / Peak	**North Leg**		**South Leg**		**West Leg**	
	SBT	SBR	NBL	NBT	EBL	EBR
Theodore St. & Eucalyptus Ave.						
AM	11	91	7	29	17	1
PM	16	19	7	19	115	15

Table 4: Forecast Long-Range (2035) w/o WLC Project
Peak Hour Turn Movement Volumes Summary

Location / Peak	West Leg		East Leg		South Leg	
	EBT	EBR	WBL	WBT	NBL	NBR
Theodore St. & Ironwood Ave.						
AM	10	20	150	10	270	290
PM	10	690	160	20	220	130
Location / Peak	**North Leg**		**East Leg**		**South Leg**	
	SBL	**SBT**	**WBL**	**WBR**	**NBT**	**NBR**
Theodore St. & SR-60 WB ramps						
AM	60	120	290	360	210	50
PM	120	740	180	210	170	130
Location / Peak	**North Leg**		**South Leg**		**West Leg**	
	SBT	**SBR**	**NBL**	**NBT**	**EBL**	**EBR**
Theodore St. & SR-60 EB ramps						
AM	280	120	40	130	140	160
PM	110	800	570	200	80	90
Location / Peak	**North Leg**		**South Leg**		**West Leg**	
	SBT	**SBR**	**NBL**	**NBT**	**EBL**	**EBR**
Theodore St. & Eucalyptus Ave.						
AM	130	320	30	70	100	30
PM	50	150	90	310	460	20

Table 5: Forecast Long-Range (2035) with WLC Project
Peak Hour Turn Movement Volumes Summary
Theodore St. at Ironwood Ave. and SR-60 Ramps

Location / Peak	West Leg		East Leg		South Leg	
	EBT	EBR	WBL	WBT	NBL	NBR
Theodore St. & Ironwood Ave.						
AM	10	150	150	10	290	290
PM	10	760	170	20	290	140
Location / Peak	**North Leg**		**South Leg**		**West Leg**	
	SBT	SBR	NBL	NBT	EBL	EBR
Theodore St. & SR-60 WB ramps						
AM	120	190	800	350	230	610
PM	750	170	1000	400	70	460
Location / Peak	**North Leg**		**South Leg**		**West Leg**	
	SBT	SBR	NBT	NBR	EBL	EBR
Theodore St. & SR-60 EB ramps						
AM	670	50	1020	330	90	1560
PM	820	360	1000	1540	390	500

Table 5a: Forecast Long-Range (2035) with WLC Project
Peak Hour Turn Movement Volumes Summary
Theodore St. & Eucalyptus Ave. (4-leg intersection)

Location / Peak	North Leg			East Leg			South Leg			West Leg		
	SBL	SBT	SBR	WBL	WBT	WBR	NBL	NBT	NBR	EBL	EBT	EBR
Theodore St. & Eucalyptus Ave.												
AM	110	2150	170	180	10	50	350	1190	240	130	30	470
PM	80	950	290	230	70	160	810	1790	210	370	70	840

B. Modeling Tools / Methodologies

Macro-level traffic forecasting was conducted for the WLC TIA using the Riverside County Transportation and Analysis Model (RIVTAM), with refinements for traffic analysis zones, peak hour forecasts, development-based trip generation, and truck trips. The "difference method" was used to determine forecast traffic volumes; forecast changes in traffic volumes from the model were added to existing traffic volumes, rather than using raw forecast volumes directly from the model. Link-level forecasts from the RIVTAM model were post-processed using the Furness method to convert them to turning movements for the intersection-level analyses. It was assumed that no trips would be taken by transit.

C. Traffic Analysis

Operational / Capacity

The WLC TIA segment analysis was performed consistent with the City of Moreno Valley *Traffic Impact Analysis Preparation Guide* using the daily capacity standards identified in the Guide. Intersection Level of Service (LOS) analysis was performed using the Highway Capacity Manual (HCM) 2000 methodologies found in Chapter 16 for signalized intersections and Chapter 17 for unsignalized intersections. Computations were performed using Synchro, with the settings specified in the City's *Traffic Impact Analysis Preparation Guide*. Freeway LOS was determined using the density analysis methodology in the HCM, with capacities based on information in the HCM and Caltrans Ramp Meter Design Manual. Existing count data was obtained from Caltrans for the freeway mainline volumes.

Tables 6, 7, and 8 show the Segment and Intersection LOS results of the operational / capacity traffic analyses in the World Logistics Center traffic impact analysis.

Table 6: Existing and Forecast Segment Level of Service (LOS)
SR-60 and Interchange Ramps Segments

Location	Existing 2012		Forecast Long-Range w/o WLC Project		Forecast Long-Range with WLC Project	
	AM	PM	AM	PM	AM	PM
EB SR-60 from Redlands Blvd. to Theodore St.	B	B	C	F	D	E
WB SR-60 from Redlands Blvd. to Theodore St.	A	B	E	D	E	E
EB SR-60 from Theodore St. to Gilman Springs Rd.	B	B	B	E	B	F
WB SR-60 from Theodore St. to Gilman Springs Rd.	A	A	D	C	C	C
EB SR-60 Off-Ramp to Theodore St.	B	B	D	F	C	C
EB SR-60 Loop On-Ramp from Theodore St.	B	B	C	F	D	E
EB SR-60 Direct On-Ramp from Theodore St.	(1)	(1)	(1)	(1)	C	F
WB SR-60 Off-Ramp to Theodore St.	B	B	F	C	C	C
WB SR-60 On-Ramp from Theodore St.	B	B	E	D	E	D

Note: (1) This ramp does not exist in the Existing scenario.

Table 7: Existing and Forecast Segment Level of Service (LOS)
Theodore Street Segments

Location	Existing 2012	Forecast Long-Range w/o WLC Project	Forecast Long-Range with WLC Project
	LOS(1)	LOS(1)	LOS(1)
Theodore St. from WB SR-60 Ramps to Ironwood Ave.	A	C	A
Theodore St. from EB SR-60 Ramps to Eucalyptus Ave.	A	B	B

Note: (1) LOS values for Theodore Street segments were determined based on the WLC TIA values for segment capacities and volumes and Table 11: Level of Service (LOS) Standards for Surface Streets in Moreno Valley.

Table 8: Existing and Forecast Intersection Delay / Level of Service (LOS) Summary

Intersection	AM		PM	
	Delay (sec.)	LOS	Delay (sec.)	LOS
Existing 2012				
Theodore St. & Ironwood Ave. (Stop-Sign Controlled)	9.7	A	9.8	A
Theodore St. & SR-60 WB ramps (Stop-Sign Controlled)	9.0	A	9.6	A
Theodore St. & SR-60 EB ramps (Stop-Sign Controlled)	9.2	A	9.4	A
Theodore St. & Eucalyptus Ave. (Stop-Sign Controlled)	9.2	A	9.8	A
Forecast Long-Range w/o WLC Project				
Theodore St. & Ironwood Ave. (Stop-Sign Controlled)	22.9	C	992.4	F
Theodore St. & SR-60 WB ramps (Stop-Sign Controlled)	62.2	F	173.7	F
Theodore St. & SR-60 EB ramps (Stop-Sign Controlled)	13.5	B	999.9	F

Theodore St. & Eucalyptus Ave. (Stop-Sign Controlled)	10.5	B	68.9	F
Forecast Long-Range with WLC Project – includes interchange improvements similar to Alternative 2				
Theodore St. & Ironwood Ave. (Signalized)	6.6	A	7.5	A
Theodore St. & SR-60 WB ramps (Signalized)	14.4	B	20.1	C
Theodore St. & SR-60 EB ramps (Signalized)	2.2	A	34.1	C
Theodore St. & Eucalyptus Ave. (Signalized)	28.6	C	47.5	D

Safety

The World Logistics Center TIA included discussion of safety considerations, including sight distance and emergency access. No issues or proposed measures were identified for the proposed SR-60 / Theodore Street interchange improvements project area.

Traffic Accident Surveillance and Analysis System (TASAS) – Transportation System Network (TSN) data was provided by Caltrans District 8 and included accidents that occurred between July 1, 2008 and June 30, 2011 on SR-60, from PM 19.0 to 23.0, as well as the interchange ramps. A summary of the accident data provided in TASAS Table B is shown in Table 9 below:

Table 9: TASAS-TSN Table B Accident Rates from 7/1/2008 to 6/30/2011

Location	Number of Accidents			Accident Rates[1]					
				Actual			Average		
	Total	Fatal	Inj	Fatal	F+I	Total	Fatal	F+I	Total
Eastbound									
Mainline PM 19.0/23.0	70	1	31	0.008	0.27	0.59	0.006	0.23	0.69
Theodore Street Exit Ramp	3	1	0	1.661	1.66	4.98	0.003	0.35	1.01
Theodore Street Entrance Ramp	1	0	0	0.000	0.00	2.28	0.005	0.14	0.44
Westbound									
Mainline PM 19.0/23.0	78	0	30	0.000	0.25	0.66	0.006	0.23	0.69
Theodore Street Exit Ramp	0	0	0	0.000	0.00	0.00	0.007	0.34	1.04
Theodore Street Entrance Ramp	0	0	0	0.000	0.00	0.00	0.003	0.24	0.72

Note: 1. Accident rates are expressed as # of accidents/ Million vehicle miles for mainline, and # of accidents/Million vehicles for ramps.

Table 9 shows that accidents occur at a lower rate than state average on SR-60 in both directions, and that there were no accidents in the three year period on the westbound entrance and exit ramps. Accident rates on the eastbound ramps were higher than state average. Three accidents occurred on the eastbound Theodore Street exit ramp during the three year period, one of which was fatal. One accident occurred on the eastbound Theodore Street entrance ramp, with no fatalities or injuries. The majority of accidents on the SR-60 mainline were sideswipes or incidents where vehicles struck objects, and the primary collision factors were mostly improper turns, speeding, or other violations. On the Theodore Street exit ramp, two of the accidents were attributed to speeding and one to improper turn movement. All three resulted in vehicles striking curb, dike, or guardrail. The accident on the eastbound Theodore Street entrance ramp resulted in a vehicle striking the guardrail along the ramp, and was attributed to improper turn movement.

The proposed interchange improvements would provide greater deceleration length and larger radius curves on the exit ramps, which would give drivers more opportunity to slow after leaving the mainline and negotiate turns. Proposed entrance ramps would be longer and have fewer tight curves, which should again improve drivers' ability to negotiate turns. As a result, accidents attributed to the existing hook ramp configurations should be minimized. On SR-60 mainline,

auxiliary lanes will be considered between the Redlands Boulevard, Theodore Street, and Gilman Springs Road interchanges, which would improve weaving conditions between the ramp junctions.

Preliminary Assessment Findings (regarding operational and safety performance)

A. Operational Deficiencies

As shown in Table 6, the segments of SR-60 from Redlands Boulevard to Theodore Street and from Theodore Street to Gilman Springs Road operate at LOS A and B in the Existing condition. All four existing ramps currently operate at LOS B in the Existing condition. In the Forecast Long-Range (2035) without WLC Project scenario, LOS is expected to decline for all segments, except eastbound SR-60 from Theodore Street to Gilman Springs Road in the AM peak hour. LOS F is anticipated for eastbound SR-60 from Redlands Boulevard to Theodore Street in the PM peak hour, with LOS E expected for the same segment of SR-60 in the westbound direction in the AM peak hour. LOS E is anticipated for eastbound SR-60 between Theodore Street and Gilman Springs Road in the PM peak hour. The eastbound SR-60 on- and off-ramps are expected to operate at LOS F in the PM peak hour, while the westbound SR-60 on- and off-ramps are expected to operate at LOS E and F, respectively, in the AM peak hour.

Table 7 summarizes LOS for the segments of Theodore Street between the westbound SR-60 Ramps and Ironwood Avenue and between the eastbound SR-60 Ramps and Eucalyptus Avenue. In the Existing condition, both segments operate at LOS A. In the Forecast Long-Range without WLC Project, LOS is expected to decline to C in the segment north of the freeway, and to B in the segment south of the freeway. In the Forecast Long-Range with WLC Project scenario, it is anticipated that the segment between the westbound ramps and Ironwood will be widened to a 4-lane undivided arterial, resulting in LOS A with the added traffic volumes. The segment between the eastbound ramps and Eucalyptus Avenue would be widened to a 6-lane divided arterial in this scenario, resulting in LOS B with the added traffic volumes.

Table 8 summarizes the intersection delay and LOS for the intersections of Theodore Street at Ironwood Avenue, SR-60 ramps, and Eucalyptus Avenue in the Existing, Forecast Long-Range without WLC Project, and Forecast Long-Range with WLC Project. In the Existing condition, all four intersections operate at LOS A, with delays ranging from 9.0 to 9.8 seconds in the AM and PM peak hours. Increased volumes in the Forecast Long-Range without WLC Project scenario are expected to increase delays, resulting in LOS F for the four study intersections in the PM peak hour, as well as the intersection of Theodore Street at SR-60 westbound ramps in the AM peak hour.

In the Forecast Long-Range with WLC Project scenario, traffic volumes (shown in Tables 1,2, and 5/5a) are typically expected to be greater than volumes for the Forecast Long-Range without WLC Project scenario (shown in Tables 1,2, and 4) due to traffic that would be generated by the proposed logistics facilities south of the interchange. The model developed for the "with WLC Project" scenario included interchange improvements similar to Alternative 2 proposed as part of this project. As a result, LOS values generated for the "with WLC Project" ramp segments in Table 6 showed some improvements over the Forecast Long-Range without WLC Project scenario, despite the higher volumes. The eastbound SR-60 loop on- and direct on-ramps are expected to operate at LOS E and F, respectively, in the PM peak hour. The westbound SR-60 on --ramp is expected to remain at LOS E in the AM peak hour. All four study intersections in Table 8 showed improvement from the "without WLC Project" to "with WLC Project", with the

exception of Theodore Street at Eucalyptus Avenue in the AM peak hour. In the AM and PM peak hours, all intersections are anticipated to operate at or better than LOS D, the operating standard set by Caltrans and the City of Moreno Valley.

B. Infrastructure Deficiencies

Existing vertical clearance for the Theodore Street overcrossing is nonstandard. The posted vertical clearance is 15'-5" in the eastbound direction and 15'-3" in the westbound direction. Minimum standard vertical clearance is 16'-6" for freeways. The segment of SR-60 between Redlands Boulevard and Gilman Springs Road is currently designated rural. Between Theodore Street and Redlands Boulevard, the existing interchange spacing is approximately 5,282 feet. The existing interchange spacing between Theodore Street and Gilman Springs Road is approximately 3,850 feet. Minimum interchange spacing is two miles, or 10,560, in rural areas. The existing weave lengths in the project area are approximately 4,575 feet between the westbound Theodore Street on-ramp and Redlands Boulevard off-ramp, 4,542 feet between the eastbound Redlands Boulevard on-ramp and Theodore Street off-ramp, 2,900 feet between the eastbound Theodore Street on-ramp and Gilman Springs Road off-ramp, and 1,200 feet between the westbound Gilman Springs Road on-ramp and Theodore Street off-ramp. Minimum weaving length is 5,000 feet in rural areas. Existing right shoulders in both directions on SR-60 are approximately eight feet wide. Standard shoulder width is ten feet. The existing entrance and exit ramps at Theodore Street have small radius curves. Shoulder widths on Theodore Street are nonstandard in some locations.

C. Infrastructure Omissions

Sidewalks are not provided on Theodore Street.

D. Assessment of Safety Performance / Needs

TASAS data, accident history and types, and existing nonstandard features will be evaluated to determine the scope and magnitude of the safety analysis. The safety analysis will focus on off-peak and "shoulders" of the peak period when speeds are highest and environmental factors such as darkness and glare affect driver performance.

E. Project Scope: Recommended or Required Features, Systems, Devices

1. Operational Features

Consideration should be given in the PA/ED phase to the design of auxiliary lanes and acceleration/deceleration lanes to improve operations for the anticipated increases in traffic volumes. With the addition of sidewalks on Theodore Street, pedestrian crossing systems should be implemented. Signal warrants should be prepared to examine the operational benefits of signals at the four project intersections on Theodore Street.

2. Safety Systems

Metal beam guard rails should be used where required adjacent to slopes and fixed objects, and at bridge approaches. Lighting will be required at ramp divergence points and intersections, and should be considered along Theodore Street. Clear zones will be

Short Form - Storm Water Data Report

Caltrans

Dist-County-Route: 08-Riv-60
Post Mile Limits: PM 20.0 / PM 22.0
Project Type: SR-60/Theodore St Interchange Improvements
Project ID (or EA): 0M590
Program Identification:
Phase: ☒ PID - PSR-PDS
☐ PA/ED
☐ PS&E

Regional Water Quality Control Board(s): Santa Ana RWQCB

1.	Is the project required to consider incorporating Treatment BMPs?	Yes ☒	No ☐
2.	Does the project disturb 5 or more acres of soil?	Yes ☒	No ☐
3.	Does the project disturb more than 1 acre of soil and not qualify for the Rainfall Erosivity Waiver?	Yes ☒	No ☐
4.	Does the project potentially create permanent water quality impacts?	Yes ☒	No ☐
5.	Does the project require a notification of ADL reuse? TBD during PS&E	Yes ☐	No ☒

The District NPDES Coordinator has approved the use of the short-form for the PID-phase SWDR only.

Estimate Construction Start Date: January 2016 Construction Completion Date: December 2017

Separate Dewatering Permit (If yes, permit number) Yes ☐ Permit # ..... No ☒

Erosivity Waiver Yes ☐ Date: ..... No ☒

This Short Form – Storm Water Data Report has been prepared under the direction of the following Licensed Person. The Licensed Person attests to the technical information contained herein and the data upon which recommendations, conclusions, and decisions are based. Professional Engineer or Landscape Architect stamp required at PS&E.

Trisha Keith, Registered Project Engineer *Date*

I have reviewed the stormwater quality design issues and find this report to be complete, current and accurate:

(Stamp Required for PS&E only) *Cathy Jochal, District SW Coordinator* *Date*

1. Project Description

- The City of Moreno Valley proposes to improve the interchange at State Route 60 (SR-60) and Theodore Street. The existing interchange consists of the Theodore Street overcrossing, with eastbound and westbound SR-60 exit and entrance ramps. The interchange shares characteristics with Type L-6 and Type L-7 two-quadrant cloverleaf interchanges. It is configured with hook ramps, but rather than terminating at parallel streets, the ramps terminate at Theodore Street. Existing Theodore Street consists of one lane in each direction. SR-60 has two mixed flow lanes in each direction.

  Four alternatives are proposed as part of the PSR-PDS: a no-build alternative and three new interchange configurations. All new interchange alternatives include reconstruction of the Theodore Street overcrossing and all ramps. The existing lane configuration on SR-60 will not be changed, however the new Theodore Street overcrossing will be constructed to allow for future widening of the freeway to three mixed flow lanes and one HOV lane in each direction. Theodore Street will be widened to three lanes in each direction, with standard shoulders and a center median.

- The estimated total disturbed soil area is 61 acres for Alternative 2, and 54 acres for Alternatives 3 and 4. Disturbed soil area was determined by calculating the total area affected by grading and new construction, including pavement and sidewalks.
- This project will result in 13 acres of additional impervious surface area in Alternative 2, 11 acres in Alternative 3, and 13 acres in Alternative 4.
- The project is located within the Riverside County (R8-2010-033) Municipal Separate Storm Sewer System (MS4).
- Storm water runoff within the project area is collected in inlets and surface channels. Outside the project area, flow is discharged to surface channels. From there, it flows to Mystic Lake, Canyon Lake, and then to Lake Elsinore. The project is located in the San Jacinto Hydrologic Area, in the Gilman Hot Springs Sub-Area (number 802.21).
- Canyon Lake and Lake Elsinore are 303(d) listed water bodies. Pollutants of concern include pathogens, PCBs, sediment toxicity, and unknown toxicity.
- 401 certification is not required for this project.
- No drinking water reservoirs or recharge facilities have been identified within the project limits.
- TMDLs established by the Santa Ana RWQCB for the receiving water bodies include nutrients and organic enrichment / low dissolved oxygen.
- No local agency requirements or concerns have been identified for this project.
- Annual rainfall in the project area is approximately 10.35 inches. The monthly average high temperature is 79.5° F, and the monthly average low temperature is 49.3° F. The rainy season as defined by the RWQCB is October 1 to May 1.
- Based on the USDA Natural Resources Conservation Service Web Soil Survey, the project area contains Badland, San Emigdio fine sandy loam, San Emigdio loam, and Metz gravelly sandy loam soils. Badland soils are found in the area east of the interchange, toward Gilman Springs Road. This soil is generally rated soil type D and has a very slow infiltration rate and very severe erosion hazard rating. Metz gravelly sandy loam may be found in the northwest quadrant of the proposed interchange. It is generally rated soil type A, with a high infiltration rate and slight erosion hazard rating. The existing interchange and majority of proposed improvements are located in primarily San Emigdio fine sandy loam, with pockets of loam to the west of the interchange. San Emigdio fine sandy loam and loam are generally rated soil

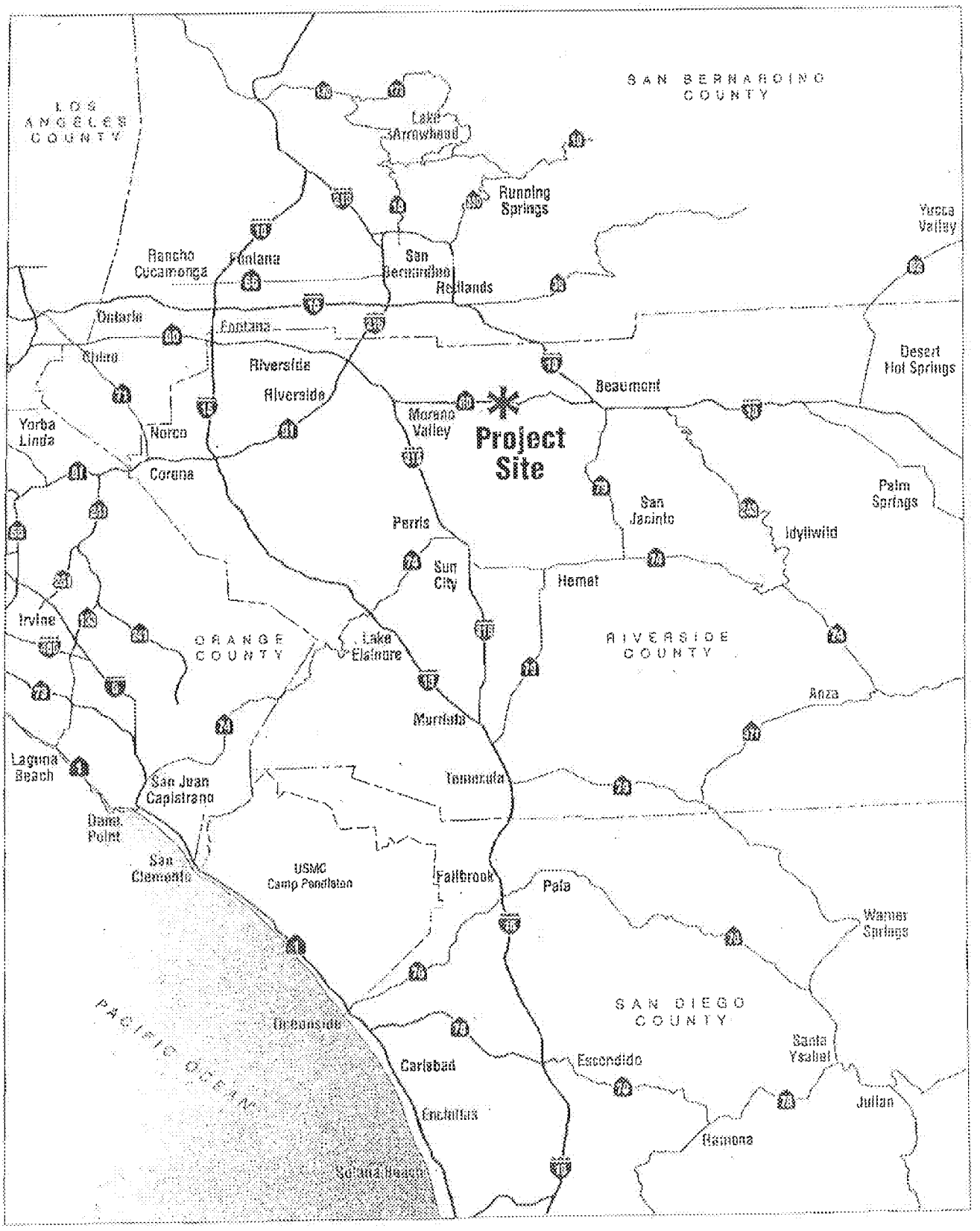

RBF A Company

0 5 11 miles
APPROXIMATE

SR-80 / THEODORE STREET INTERCHANGE PROJECT

Regional Vicinity Map

Attachment A

Item No. A.9

MV00210665

DATE: February 2013

Project ID (or EA): EA 0M590

NO.	CRITERIA	YES ✓	NO ✓	SUPPLEMENTAL INFORMATION FOR EVALUATION
1.	Begin Project Evaluation regarding requirement for consideration of Treatment BMPs	✓		See Figure 4-1, Project Evaluation Process for Consideration of Permanent Treatment BMPs. Go to 2
2.	Is this an emergency project?		✓	If Yes, go to 10. If No, continue to 3.
3.	Have TMDLs or other Pollution Control Requirements been established for surface waters within the project limits? Information provided in the water quality assessment or equivalent document.		✓	If Yes, contact the District/Regional NPDES Coordinator to discuss the Department's obligations under the TMDL (if Applicable) or Pollution Control Requirements, go to 9 or 4. _____ *(Dist./Reg. SW Coordinator Initials)* If No, continue to 4.
4.	Is the project located within an area of a local MS4 Permittee?	✓		If Yes. *(Order No. R8-2010-0033)*, go to 5. If No, document in SWDR go to 5.
5.	Is the project directly or indirectly discharging to surface waters?	✓		If Yes, continue to 6. If No, go to 10.
6.	Is it a new facility or major reconstruction?	✓		If Yes, continue to 8. If No, go to 7.
7.	Will there be a change in line/grade or hydraulic capacity?			If Yes, continue to 8. If No, go to 10.
8.	Does the project result in a net increase of one acre or more of new impervious surface?	✓		If Yes, continue to 9. If No, go to 10. *12.6 ac. (Net Increase New Impervious Surface)*
9.	Project is required to consider approved Treatment BMPs.	✓	See Sections 2.4 and either Section 5.5or 6.5 for BMP Evaluation and Selection Process. Complete Checklist T-1 in this Appendix E.	
10.	Project is not required to consider Treatment BMPs. _____*(Dist./Reg. Design SW Coord. Initials)* _____*(Project Engineer Initials)* _____ *(Date)*		Document for Project Files by completing this form, and attaching it to the SWDR.	

1 *See Figure 4-1, Project Evaluation Process for Consideration of Permanent Treatment BMPs*

Combined Risk Level Matrix

Receiving Water Risk	Sediment Risk: Low	Sediment Risk: Medium	Sediment Risk: High
Low	Level 1	Level 2	
High	Level 2		Level 3

Project Sediment Risk: Low
Project RW Risk: Low
Project Combined Risk: Level 1

	A	B	C
1	**Sediment Risk Factor Worksheet**		Entry
2	**A) R Factor**		
3	Analyses of data indicated that when factors other than rainfall are held constant, soil loss is directly proportional to a rainfall factor composed of total storm kinetic energy (E) times the maximum 30-min intensity (I30) (Wischmeier and Smith, 1958). The numerical value of R is the average annual sum of EI30 for storm events during a rainfall record of at least 22 years. "Isoerodent" maps were developed based on R values calculated for more than 1000 locations in the Western U.S. Refer to the link below to determine the R factor for the project site.		
4	http://cfpub.epa.gov/nodes/stormwater/LEWfewCalculator.cfm		
5	**R Factor Value**		20
6	**B) K Factor (weighted average, by area, for all site soils)**		
7	The soil-erodibility factor K represents: (1) susceptibility of soil or surface material to erosion, (2) transportability of the sediment, and (3) the amount and rate of runoff given a particular rainfall input, as measured under a standard condition. Fine-textured soils that are high in clay have low K values (about 0.05 to 0.15) because the particles are resistant to detachment. Coarse-textured soils, such as sandy soils, also have low K values (about 0.05 to 0.2) because of high infiltration resulting in low runoff even though these particles are easily detached. Medium-textured soils, such as a silt loam, have moderate K values (about 0.25 to 0.45) because they are moderately susceptible to particle detachment and they produce runoff at moderate rates. Soils having a high silt content are especially susceptible to erosion and have high K values, which can exceed 0.45 and can be as large as 0.65. Silt-size particles are easily detached and tend to crust, producing high rates and large volumes of runoff. Use Site-specific data must be submitted.		
8	Site-specific K factor guidance		
9	**K Factor Value**		0.33
10	**C) LS Factor (weighted average, by area, for all slopes)**		
11	The effect of topography on erosion is accounted for by the LS factor, which combines the effects of a hillslope-length factor, L, and a hillslope-gradient factor, S. Generally speaking, as hillslope length and/or hillslope gradient increase, soil loss increases. As hillslope length increases, total soil loss and soil loss per unit area increase due to the progressive accumulation of runoff in the downslope direction. As the hillslope gradient increases, the velocity and erosivity of runoff increases. Use the LS table located in separate tab of this spreadsheet to determine LS factors. Estimate the weighted LS for the site prior to construction.		
12	LS Table		
13	**LS Factor Value**		1.29
14			
15	**Watershed Erosion Estimate (=RxKxLS) in tons/acre**		8.256
16	**Site Sediment Risk Factor**		Low
17	Low Sediment Risk: < 15 tons/acre		
18	Medium Sediment Risk: >=15 and <75 tons/acre		
19	High Sediment Risk: >= 75 tons/acre		
20			

2/4/2013

Receiving Water (RW) Risk Factor Worksheet	Entry	Score
A. Watershed Characteristics	yes/no	
A.1. Does the disturbed area discharge (either directly or indirectly) to a 303(d)-listed waterbody **impaired by sediment** (For help with impaired waterbodies please visit the link below) or has a **USEPA approved TMDL implementation plan for sediment**?: http://www.waterboards.ca.gov/water_issues/programs/tmdl/integrated2010.shtml	no	Low
OR		
A.2. Does the disturbed area discharge to a waterbody with designated beneficial uses of SPAWN & COLD & MIGRATORY? (For help please review the appropriate Regional Board Basin Plan) http://www.waterboards.ca.gov/waterboards_map.shtml		
Region 1 Basin Plan Region 2 Basin Plan Region 3 Basin Plan Region 4 Basin Plan Region 5 Basin Plan Region 6 Basin Plan Region 7 Basin Plan Region 8 Basin Plan Region 9 Basin Plan		

Storm Water BMP Cost Summary

SR-60/Theodore Street Interchange Improvements
EA: 0M580
February 2013

	Item	Quantity	Unit	Unit Price	Unit Cost	Section Cost
	Treatment BMPs					
1	Infiltration Basins			Included in	Grading Cost	
					Total Treatment BMPs	$
	Temporary Construction Site BMPs					
1	Prepare SWPPP	1	LS		27,500.00	
2	Water Pollution Controls	1	LS (1.35% of $39M construction costs)		526,500.00	
3	Additional Water Pollution Controls	1	LS (0.1% of $39M construction costs)		39,000.00	
					Total Temporary Construction Site BMPs	$ 593,100.00
					TOTAL BMPs	$ 593,100.00

H:\pdata\10108751\Admin\reports\SWDR\CostEstimate\8761_PID_SWDR_BMPCostSum.xlsx

CONCEPTUAL COST ESTIMATE – RIGHT OF WAY COMPONENT

To: Renee Fletcher
Deputy District Director – Right of Way (Acting)

Date: February 2013

From: Trisha Keith
RBF Consulting

08-Riv-60-PM 20.0/22.0
Project ID#0800000000
EA 0M590
SR-60/Theodore Interchange Improvements

A Field Review was conducted _x_ Yes ___ No

Scope of the Right of Way

Provide a general description of the right of way including the location attributes.

The northwest and southeast quadrants of the interchange are currently vacant. An existing logistics facility is located in the southwest quadrant of the interchange, however no impacts to the facility are anticipated. The northeast quadrant contains an existing residence that would be impacted by Alternatives 3 and 4. Current land use zoning includes office, light industrial, commercial, and business park in the northwest, southwest, and southeast quadrants, and low density residential in the northeast quadrant.

Right of Way Required _x_ Yes ___ No
Number of Parcels _x_ 1-10 ___ 11-25 ___ 26-50 ___ 51-100 ___ >100
___ Urban _x_ Rural
Land Area: Fee 25.8 ac Easement ___
Displaced Persons/Businesses _x_ Yes (Alts 3 and 4) ___ No
Demolition/Clearance _x_ Yes (Alts 3 and 4) ___ No
Railroad Involvement ___ Yes _x_ No
Utility Involvements _x_ Yes ___ No _7_ Number of Utilities in area

Cost Estimates

Support Costs

___ $0-$25,000
___ $25,001-$100,000
___ $100,001-$250,000
___ $250,001-$500,000
___ $500,001-$1,000,000
___ $1,000,001-$5,000,000
___ $5,000,001-$10,000,000
___ >$10,000,000

Capital Costs

___ $0-$100,000
___ $100,001-$500,000
___ $500,001-$1,000,000
___ $1,000,001-$5,000,000
_x_ $5,000,001-$15,000,000
___ $15,000,001-$50,000,000
___ $50,000,001-$100,000,000
___ >$100,000,000

Schedule

Right of Way will require _12_ months to deliver a Right of Way Certification #1 from Final R/W Maps. This estimate is based on a Right of Way Certification date of _7/2015_.

Areas of Concern

Existing overhead utilities, including 115kV electrical lines, are located on wood poles along the west side of Theodore Street throughout the project area. These lines will require relocation as part of the proposed project.

Assumptions and Limiting Conditions

Per the Caltrans Right of Way Manual, preliminary right of way activities will be conducted after circulation of the draft environmental document and prior to final approval of PA/ED.

Contact

Trisha Keith, P.E.
RBF Consulting
(949) 472-3505

Division of Engineering Services
PSR-PDS Scoping Checklist

Project Information

District 8 County Riv Route 60 (Post Mile) 20.0/22.0EA 0M590 Project ID#0800000000

Project Description: SR-60/Theodore Street Interchange Improvements

Project Manager: Emad Makar Phone # (909) 383-4978

DES Project Liaison Engineer* (PLE):

DES Special Funded Projects Liaison Engineer: Lily Sun Phone # (909) 227-8915

DES Consultant Management Engineer: Phone #

*The Project Liaison Engineer will provide assistance with the completion of this form.

Project Scope

DES acknowledges that scope is in development at this time. The Project Liaison Engineer is available to assist the District in determining the involvement of DES functional units. The intent of the checklist is to gather as much information as possible on the alternatives to accurately identify the involvement of DES.

Describe and identify in the following sections a general description of improvements anticipated as part of the project scope that will require DES functional unit involvement.

Check applicable boxes describing proposed scope of project.

- ☐ New Expressway/Freeway on new alignment
- ☐ Construct Interchange
- ☒ Modify Interchange
- ☒ Bridge Replacement (New alignment? ☐ Yes ☒ No)
- ☐ Bridge Rehabilitation
- ☐ New Bridge
- ☐ Bridge Seismic Retrofit
- ☐ Other Design: Explain:
- ☐ Other Roadway Realignment
- ☐ Emergency/Storm Damage
- ☐ Bridge Widening
- ☐ Curve Correction
- ☐ Building Project
- ☐ Median Barrier Retrofit
- ☐ Construct Passing Lane
- ☐ Soundwall/Retaining Wall
- ☐ Roadway Rehabilitation
- ☐ Widen Highway
- ☐ Rockfall Project
- ☐ Left-turn Pocket
- ☐ Modify Slope
- ☐ Stabilize Subgrade
- ☐ Stabilize Roadway
- ☐ Landslide/Slip-out
- ☐ Bridge Deck Rehab.
- ☐ Bridge Joint Seals

Briefly describe proposed scope of DES involvement for all alternatives.

Alternative 1: No build alternative.

Alternatives 2 through 4: SR-60/Theodore Street interchange improvements including widening of Theodore Street and removal and replacement of all ramps. The existing

SR-60/Theodore Street overcrossing will be removed and reconstructed as a wider and longer bridge structure. It is anticipated that DES will be involved from K phase through construction, and will review and approve the APS and final PS&E package, as well as provide construction support services.

Project Schedule

PA/ED Date	10/2014

Project Cost

For PSR (PDS) projects, the following section is to be used for EACH alternative, provided that the scope is significantly different.

Alternative # 2

Project Cost Range ($ 1000's)		Cost of Largest Structure ($ 1000's)
Roadway	$27,800	$11,000
Structure**	$11,000	
Total	$38,800	

Alternative # 3

Project Cost Range ($ 1000's)		Cost of Largest Structure ($ 1000's)
Roadway	$22,800	$8,700
Structure**	$8,700	
Total	$31,500	

Alternative # 4

Project Cost Range ($ 1000's)		Cost of Largest Structure ($ 1000's)
Roadway	$27,600	$10,200
Structure**	$10,200	
Total	$37,800	

**Structure Cost Range to be provided by (check one)

☐ Consultant ☒ Structure Design Technical Liaison.

Project Scope Breakdown by DES Function

Photogrammetry

Note: A Photogrammetry Service Request PSR (PDS) must be completed and submitted to DES Photogrammetry by the District Photogrammetry Coordinator.

Bridge Design Services (check applicable boxes)

Design by:

- ☐ Office of Structure Design
- ☐ Structure Maintenance Design
- ☐ Office of Structure Contract Management (Consultant Design Oversight)
- ☒ Office of Special Funded Projects (Consultant Design Oversight)

Bridge Information:

☐ New Bridge(s)	Number	Br. Name(s) & No(s).
☒ Bridge Replacement(s)	1	Theodore Street OC Bridge # 56-0488
☐ Bridge Widening(s)	Number	Br. Name(s) & No(s).
☐ New Bridge over water	Number	Br. Name(s) & No(s).
☐Bridge Replacement over water	Number	Br. Name(s) & No(s).
☐Bridge Widening over water	Number	Br. Name(s) & No(s).
☐ Bridge Rail Replacement(s)	Number	Br. Name(s) & No(s).
☐Approach Slab	Number	Br. Name(s) & No(s).
☐Bridge with Railroad Involved	Number	Br. Name(s) & No(s).
☐Bridge w/ Scour Analysis	Number	Br. Name(s) & No(s).
☐Bridge w/ Special Design or Retrofit	Number	Br. Name(s) & No(s).

Other DES functional units required for Structure Work

- ☐ Structure Hydraulics (include if bridge is over or adjacent to water)
- ☒ Preliminary Investigations (Structure Foundation Plan)
- ☒ Geotechnical Services (Structure Foundations)

Wall Design Data for Structure Design & Geotechnical Services

☐ Soundwall(s) Number	Est. Max. Ht Est. Length	☐ Standard Design	☐ Special Design
☐ Ret. walls(s) Number	Est. Max. Ht Est. Length	☐ Standard Design	☐ Special Design
☐ MSE Wall(s) Number	Est. Max. Ht Est. Length	☐ Standard Design	☐ Special Design

Geotechnical Services

Is Oversight for consultant prepared geotechnical reports required?

☒ Yes ☐ No

Has the Geotechnical Design Liaison or other geotechnical person been contacted?

☐ Yes ☒ No If yes, who?

Terrain	☐ Flat	☒ Rolling	☐ Mountainous	
Cuts:	Est. Max Height (ft)	Est. Volume (m^3):	☐ New	☐ Widen
Fills:	Est. Max Height (ft) 30	Est. Volume (m^3):	☐ New	☒ Widen

Sign Structures

☐ Overhead Sign Foundations	Number
☐ Changeable Message Sign Foundations	Number

Other:

☐ Special Studies (slope stability, rockfall, erosion, seepage, ground water, settlement, liquefaction, slipout repair, rock slope, etc.) Explain
☐ Existing Maintenance Problems: Explain:

Technical Specialist Design

Anticipated insertable plan sheet(s) check below:

☐ Culvert(s)	Number
☐ Barrier(s)	Number
☐ Signs and Overhead Structures	Number
☐ Other Design:	Explain:

Transportation Architecture Design

☐ Design New Building(s)	Explain:
☐ Remodel Existing Buildings(s)	Explain:
☐ Bridge Aesthetics Evaluation	Explain:
☐ Build scale model	Explain:
☐ Other Aesthetics work	Explain:

Electrical, Mechanical, Water & Wastewater Design

☐ Pumping Plants	Explain:
☐ Movable bridge, drawbridge	Explain:
☐ Lighting control system for facilities	Explain:
☐ Sanitary Systems	Explain:

Materials Engineering & Testing Services

Pavement

☐ Rigid ☒ Flexible	Average Grade 3%	Average Superelevation 2%
☐ Deflection Study Required	No. of Locations	Lane/miles to be tested

Consultation and Inspection

☒ Loop detectors	☒ Signal & Lighting Products	☐ Changeable Message Signs, Closed Circuit TV
☒ Concrete Bridge	☐ Steel Bridge	

Materials Engineering & Testing Services (Continued)

Corrosion Tests

☒ Soil	☒ Concrete	☐ Cathodic Protection System

Other

☐ Special Products:	Explain

Additional Studies, Investigations or Research from DES

Identify additional studies or investigations that may be required from DES Functional Units.

Prepared By: Trisha Keith, RBF Consulting **Date** February 2013

PRELIMINARY ENVIRONMENTAL ANALYSIS REPORT

1. Project Information

District	County	Route	PM	EA
08	RIV	60	20.0/22.0	0M590
Project Title: State Route 60/Theodore Street Interchange				
Project Manager Emad Makar, P.E.			Phone # 909/383-4561	
Project Engineer RBF Consulting – Trisha Keith, P.E.			Phone # 949/855-7049	
Environmental Office Chief/Manager David Bricker			Phone # 909/388-7725	
PEAR Preparer RBF Consulting – Alan Ashimine			Phone # 949/855-5710	

2. Project Description

Purpose and Need

The purpose of the proposed project is to reconstruct and improve the interchange at State Route 60 (SR-60) and Theodore Street in order to correct existing geometric deficiencies, increase capacity, and improve operations. The proposed improvements would reduce congestion at the interchange and provide adequate access for existing traffic volumes as well as forecasted increased traffic demands.

The proposed project is needed to improve existing geometric deficiencies and address long range projected operational deficiencies on SR-60 and Theodore Street due to forecasted growth and development in the area. Without improvements, by 2035, the eastbound SR-60 on- and off-ramps are expected to operate at LOS F in the PM peak hour, while the westbound SR-60 on- and off-ramps are expected to operate at LOS E and F, respectively, in the AM peak hour. The intersections of Theodore Street at Ironwood Avenue, SR-60 westbound and eastbound ramps, and Eucalyptus Avenue are forecast to operate at LOS F in the PM peak hour. Traffic within the project area is expected to result in inadequate capacity at the existing interchange due to the following:

- Capacity and Transportation Demand: Daily traffic in the project area is expected to increase over time. The existing interchange has insufficient capacity for the projected traffic volumes, and will provide substandard levels of service. See Section 4 of the PSR/PDS for additional information.
- Social Demand and Economic Development: Similar to other areas in the Inland Empire, population growth continues to occur in the City of Moreno Valley.

Major developments in the area, consisting of a mixture of residential, commercial,. industrial, and office uses have been completed, are under construction, or are in the planning process. The build out of the area in accordance with the *City of Moreno Valley General Plan* will generate substantial traffic on the freeway and local streets leading to the interchange.

Description of work

A total of four alternatives are being considered as part of the project, consisting of the No Build Alternative (Alternative 1) and three Build Alternatives. The three Build Alternatives are as follows: Alternative 2 - Modified Partial Cloverleaf; Alternative 3 – Spread Diamond; and Alternative 4 – Modified Spread Diamond. The alternatives are discussed in detail below.

Alternatives

Alternative 1 - No Build Alternative

The No Build Alternative would not result in changes to the existing interchange. Existing conditions would remain. This Alternative does not meet the proposed project's purpose and need.

Build Alternatives

Alternative 2 – Modified Partial Cloverleaf (Mod Type L-7/L-8)

Alternative 2 would reconstruct and improve the existing interchange in a modified Type L-7/L-8 configuration. Improvements would include construction of new westbound entrance and loop exit ramps in the northwest quadrant of the interchange and an eastbound entrance ramp in the southeast quadrant, in a partial Type L-8 configuration. New eastbound exit and loop entrance ramps would be constructed in the southwest quadrant, in a partial Type L-7 configuration. The existing Theodore Street overcrossing would be removed and replaced by a new bridge approximately 142 feet wide and 300 feet long. An auxiliary lane would be added in both directions between the Redlands Boulevard and Theodore Street interchanges, as well as in the eastbound direction between the Theodore Street and Gilman Springs Road interchanges. Refer to Attachment B of the PSR/PDS for the proposed interchange layout.

Alternative 2 would impact areas in the northwest, southwest, and southeast quadrants of the interchange. Right-of-way (ROW) acquisition would be required to accommodate proposed ramps in these locations.

Alternative 3 (Spread Diamond - Type L-2)

Alternative 3 would reconstruct and improve the existing interchange in an L-2 configuration. Improvements would include construction of new entrance and exit ramps

in all four quadrants of the interchange. The existing Theodore Street overcrossing would be removed and replaced by a new bridge approximately 142 feet wide and 300 feet long. An auxiliary lane would be added in both directions between the Redlands Boulevard and Theodore Street interchanges, as well as between the Theodore Street and Gilman Springs Road interchanges. See Attachment B of the Project Study Report/Project Development Support (PSR/PDS) for the proposed interchange layout.

Alternative 3 would impact areas in all four interchange quadrants. ROW acquisition would be required to accommodate the proposed ramps. This Alternative would impact the existing residential development located in the northeast quadrant of the interchange.

Alternative 4 (Modified Spread Diamond – Mod Type L-2/L-9)

Alternative 4 would reconstruct and improve the existing interchange in a modified Type L-2/L-9 configuration. Improvements would include construction of a new westbound entrance ramp in the northwest quadrant of the interchange and westbound exit and loop entrance ramps in the northeast quadrant, in a partial Type L-9 configuration. New eastbound exit and entrance ramps would be constructed in the southwest and southeast quadrants, respectively, in a partial Type L-2 configuration. The existing Theodore Street overcrossing would be removed and replaced by a new bridge approximately 142 feet wide and 300 feet long. An auxiliary lane would be added in both directions between the Redlands Boulevard and Theodore Street interchanges, as well as between the Theodore Street and Gilman Springs Road interchanges. See Attachment B of the PSR/PDS for the proposed interchange layout.

Alternative 4 would impact areas in all quadrants of the interchange. ROW acquisition would be required to accommodate proposed ramps. This Alternative would impact the existing residential development located in the northeast quadrant of the interchange.

3. Anticipated Environmental Approval

CEQA		NEPA	
Environmental Determination			
Statutory Exemption	☐		
Categorical Exemption	☐	Categorical Exclusion	☐
Environmental Document			
Initial Study or Focused Initial Study with proposed Negative Declaration (ND) or Mitigated ND	☒	Routine Environmental Assessment with proposed Finding of No Significant Impact Complex Environmental Assessment with proposed Finding of No Significant Impact	☒ ☐
Environmental Impact Report	☐	Environmental Impact Statement	☐
CEQA Lead Agency (if determined):		Caltrans	
Estimated length of time (months) to obtain environmental approval:		15-18 Months	
Estimated person hours to complete identified tasks:		700	

The anticipated environmental document for the proposed project is an Initial Study (IS) leading to a Mitigated Negative Declaration (MND) under the California Environmental Quality Act (CEQA) and a Routine Environmental Assessment (EA) leading to a Finding of No Significant Impact (FONSI) under the National Environmental Policy Act (NEPA).

4. Special Environmental Considerations

The preliminary impact area associated with the Build Alternatives is reviewed within this document. In general, special considerations include any special processes and/or seasonal constraints that may affect project delivery and require unusual, exceptional, or extended environmental processes.

For the SR-60/Theodore Street Interchange, special environmental considerations may include the need for formal agency consultation (i.e., Section 7 or Section 106 Consultations) and/or the need for construction monitoring for biological and cultural resources. Regulatory permits may be required for impacts to jurisdictional waters of the U.S. and State from the U.S. Army Corps of Engineers (ACOE), State Water Resources Control Board (SWRCB), and California Department of Fish and Wildlife (CDFW). If any of these activities are deemed necessary, there is a potential that the environmental process may be extended. The requirement for these potential permits, approvals, and consultations would be determined as part of project-specific field investigations and technical analyses to be performed during the PA/ED phase.

5. Anticipated Environmental Commitments

The following is a list of possible avoidance, minimization, and/or mitigation measures that could be required for the purposes of this proposed project, under all Build Alternatives.

1. If human remains are encountered during construction, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code (PRC) Section 5097.98. The County Coroner must be notified of the find immediately. If the remains are determined to be Native American, the County Coroner will notify the Native American Heritage Commission (NAHC), who will determine and notify the Most Likely Descendant (MLD). The MLD may inspect the site of the discovery with the permission of the land owner, or his/her authorized representative. The MLD shall complete the inspection within 48 hours of being granted access to the site.
2. If historic or archaeological resource materials are discovered during construction, all earth-moving activity within and around the immediate discovery area will be diverted until a qualified archaeologist can assess the nature and significance of the find.
3. If any paleontological resources are encountered during construction activities, all ground disturbing activities shall stop until the services of a qualified paleontologist can be retained to identify and evaluate the resources and, if necessary, recommend mitigation measures to document and preserve the resources.
4. If ground disturbing activities are scheduled to commence during the raptor breeding season (February 1 through August 31), pre-construction raptor surveys shall be conducted by a qualified biologist in order to identify possible nesting activity. A construction-free buffer of suitable dimensions must be established around any active raptor nests (up to 250 feet, depending on the nest location and species) for the duration of the project or until it has been determined that the chicks have fledged and are independent of their parents.
5. If unknown wastes or suspect materials are discovered during construction by the contractor, which he/she believes may involve hazardous waste/materials, the contractor shall:
    a. Immediately stop work in the vicinity of the suspected contaminant, removing
    b. workers and the public from the area;
    c. Notify the project engineer of the implementing agency;
    d. Secure the areas as directed by the project engineer; and
    e. Notify the implementing agency's Hazardous Waste/Materials Coordinator.

6. During construction, Underground Service Alert (USA) services shall be used to identify the location of all public utilities and avoid unplanned disruptions.
7. In compliance with Executive Order (EO) 13112, Invasive Species, and subsequent guidance from the Federal Highway Administration, the landscaping and erosion control included in the project will not use species listed as noxious weeds. In areas of particular sensitivity, extra precautions will be taken if invasive species are found in, or adjacent to, the construction areas. These include the inspection and clearing of construction equipment and eradication strategies to be implemented should an invasion occur.
8. Where landscaping is proposed, the project shall install landscaping that is compatible with the existing landscaping. All selected plant species within the roadway right-of-way shall share similar water requirements. The new landscaping concept and plant palette shall be determined and approved by Caltrans District Landscape Architect.

The environmental commitments cited above are considered standard construction provisions. Additional commitments will be required and would be determined as part of the PA/ED phase. Detailed cost estimates are premature and speculative at this time as one or more of these commitments may not be required. However, as a conservative budget estimate, costs associated with commitments above should be assumed at up to $250,000.[1]

6. *Permits and Approvals*

The following table identifies the anticipated permits and approvals required for the proposed project. These permits and approvals are subject to change based upon project-specific field investigations and technical analyses to be performed during the PA/ED phase.

Permit/Approval	Agency	Notes
Section 7 Consultation	U.S. Fish and Wildlife Service	Required in the event Waters of the U.S. or Federally-listed species are affected.
National Pollutant Discharge Elimination System (NPDES) Notice of Construction (NOC)	Santa Ana RWQCB	Required for compliance with the Caltrans Construction General Permit
Section 402 Clean Water Act NPDES	Santa Ana RWQCB	Required for compliance with the Caltrans Statewide NPDES Storm Water Permit and General NPDES Permit
Storm Water Pollution Prevention Plan (SWPPP)	Santa Ana RWQCB	The SWPPP addresses water pollution controls during construction under NPDES requirements.
Encroachment Permit	Caltrans District 8	Required for field surveys and construction activities.
Encroachment Permit	City of Moreno Valley	Required for field surveys and construction activities.

[1] Cost is approximate/preliminary and subject to change based upon the significance of resources encountered and additional commitments required by affected resource agencies.

MV00210682

7. Level of Effort: Risks and Assumptions

The environmental factors that could affect cost and schedule for this proposed project include the anticipated permit processes (NPDES/SWPPP approvals through the Santa Ana RWQCB and encroachment permits) and potential permit processes (regulatory permits from the ACOE, RWQCB, and CDFW). Other factors include the need for additional technical studies, or the identification of cultural or biological resources resulting in unanticipated mitigation requirements. The environmental document would be prepared based on technical studies completed and approved for the proposed project, as well as any additional studies in the vicinity. For this proposed project, special considerations may entail resource agency permits, the potential for hazards/hazardous materials within the proposed project limits, and pre-construction biological resource surveys.

8. PEAR Technical Summaries

8.1 **Land Use:** The proposed project site is located primarily within the City of Moreno Valley, while the northeastern quadrant is located in the City's Sphere of Influence (within unincorporated Riverside County). Based on the City's *General Plan Land Use Map*, the following designations apply to the project:

- Northeast Quadrant: Residential, Maximum 1 Dwelling Unit/Acre ("R1");
- Northwest Quadrant: Office ("O");
- Southwest Quadrant: Commercial ("C") and Business Park/Light Industrial ("BP"); and
- Southeast Quadrant: Business Park/Light Industrial ("BP").

Based on the City's Zoning Map, the following zoning applies to the project:

- Northeast Quadrant: Sphere of Influence;
- Northwest Quadrant: Office ("O");
- Southwest Quadrant: Community Commercial ("CC"); and
- Southeast Quadrant: Industrial/Business Park ("BP").

Land use compatibility and consistency with the City's and County's General Plans and Zoning Codes will be evaluated in the IS. A separate technical study is not required.

8.2 **Growth:** The proposed project is meant to improve safety and operation of Theodore Street and the SR-60/Theodore Street interchange by relieving existing congestion and improving vehicle, pedestrian, and bicycle safety. No residences or businesses would be introduced as a result of this proposed project; therefore, a direct increase in population is not anticipated. The proposed project would accommodate projected growth within the vicinity, particularly in regards to goods movement due to buildout of planned industrial/logistics facilities south of SR-60.

The proposed project is not considered to be growth inducing. A separate technical study is not required.

8.3 **Farmlands/Timberlands:** Based on the City's *General Plan* and *Zoning Code*, there are no farmland land use or zoning designations within the proposed project study limits or within the immediate project vicinity. No timberlands are identified within or adjacent to the proposed project.

However, according to the California Department of Conservation's 2010 map denoting *Riverside County Important Farmland*, the northeastern quadrant of the project site is designated as Prime Farmland and Farmland of Statewide Importance. Build Alternatives 3 and 4 would result in impacts to this quadrant. As such, a Farmland Technical Memorandum and conversion analysis would be required for Alternatives 3 and 4.

8.4 **Community Impacts:** The proposed project area can be characterized as rural in nature. The only development existing within or adjacent to the project site consists of existing roadway facilities, an industrial/warehousing facility (Skechers) to the southwest, and one single-family residence to the northeast. Due to the limited development in the project area and the existence of roadway facilities (SR-60 and Theodore Street), the project would not divide an existing community.

Build Alternatives 3 and 4 would result in impacts to the existing single-family residence within the northeast quadrant of the project site, and may result in a full acquisition of the property. In the event a full acquisition of the parcel occurs, a Relocation Impact Statement (RIS) would be required.

8.5 **Visual/Aesthetics:** The project is not on, or adjacent to, an officially-designated state scenic highway, according to the Caltrans California Scenic Highway Mapping System. SR-243 is the nearest officially-designated scenic highway, which is located approximately 15 miles east of the project site. Visual resources are often subjective in nature and therefore analysis is completed per the Federal Highway Administration Visual Impact Assessment for Highway Project Guidelines. This screening is done pursuant to the Caltrans SER, discusses the project area, and provides mitigation if necessary. Due to the nature of proposed improvements at the interchange and an increase in elevation of the proposed bridge, a Visual Impact Assessment (VIA) will be prepared for the project.

8.6 **Cultural Resources:** Based on analysis provided within the *Highland Fairview Corporate Park EIR* (Michael Brandman Associates, 2008), no known cultural resources were found to exist in the project vicinity. However, a literature/records search performed as part of the EIR indicated that 14 cultural resource sites were determined to occur within one mile of the project site. As such, there is a potential for impacts to buried archaeological resources during the construction process. A Historic Property Survey Report (HPSR) and Archaeological Survey Report (ASR) will be required. In addition, Alternatives 3 and 4 would result in impacts to an

existing single-family residential property, and the residential structure may be affected. Based on preliminary analysis to be conducted regarding the age and attributes of the residence, a Historical Resources Evaluation Report (HRER) may also be required.

8.7 **Hydrology and Floodplain:** According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRMs), the project site is located outside the 100-year flood plain (Zone X). The IS will discuss hydrological conditions within the project area and drainage facilities that would be included as part of the project. A separate technical study is not required.

8.8 **Water Quality and Storm Water Runoff:** The proposed project is within the jurisdiction of the Santa Ana RWQCB. All major reconstruction and new construction for transportation projects must conform to Caltrans' existing Statewide National Pollutant Discharge Elimination System NPDES Permit CAS000003 and to the existing General NPDES Permit for Construction Activities No. CAS000002. These permits regulate storm water and non-storm water discharges associated with year-round construction activities.

Coverage under the SWRCB General Permit will be required since the proposed project has a soil disturbance area greater than one acre. The SWPPP shall incorporate control measures for soil stabilization, sediment control, wind erosion control, waste management, and disposal control practices. Caltrans' Statewide Storm Water Management Plan requires project development personnel to assess the need for storm water Best Management Practices (BMPs) and incorporate these BMPs as appropriate during the initial planning and design phases for all Caltrans projects.

A Storm Water Data Report (SWDR) is required and shall document all requirements per the NPDES permits during and/or after construction. The signature page of the SWDR will be included as part of an engineering report, anticipated to be a Project Report (PR), during PA/ED phase.

8.9 **Geology, Soils, Seismic and Topography:** The project site is located within a seismically active area, in proximity to several fault zones (San Andreas, San Jacinto, and Elsinore). Thus, the proposed project may be subject to ground shaking due to seismic events. Although geotechnical research performed as part of the *Highland Fairview Corporate Park EIR* found no evidence of ground fissuring or other unstable soil conditions was evident in the project area, a Preliminary Geotechnical Report will be prepared during the PA/ED phase. The results of the Preliminary Geotechnical Report will be summarized within the IS.

8.10 **Paleontology:** The proposed project would require grading and excavation, with deeper excavations required for construction associated with the Theodore Street bridge. It is anticipated that all work would be completed in disturbed areas or areas already containing fill from the construction of the roadways; therefore, the

probability of encountering paleontological resources is considered low. However, based on the *Highland Fairview Corporate Park EIR*, geologic units within the project area have a moderate paleontological sensitivity since the site rests upon older Pleistocene and San Timoteo Formations. Therefore, there is the potential to encounter buried paleontological resources. A separate study is not required; however, provisions for on-site monitoring if resources are encountered during construction activities should be included on construction plans.

8.11 **Hazardous Waste/Materials:** Based on an analysis of hazardous materials conducted as part of the *Highland Fairview Corporate Park EIR*, seven hazardous materials sites were documented to exist within one mile of the project site. However, no Recognized Environmental Conditions (RECs) were determined to exist in the project area. Although no known hazards affect the site, SR-60 was constructed during a time when leaded gasoline was used in motor vehicles; therefore, soils within the proposed project limits should be tested for Aerially Deposited Lead (ADL) in order to determine if any soils are contaminated from vehicular use. Moreover, the build alternatives may require ROW acquisition that would necessitate an investigation of hazardous conditions. A Phase I Initial Site Assessment (ISA) will be prepared for this project, which will include a hazardous materials database search, outlining any hazardous material listings within or in close proximity to the proposed project area.

8.12 **Air Quality:** The proposed project is located within the South Coast Air Basin (SCAB), which is within the jurisdiction of the South Coast Air Quality Management District (SCAQMD). The SCAB is in attainment status for most of the National Ambient Air Quality Standards (NAAQS) and the California Ambient Air Quality Standards (CAAQS); however the SCAB is in nonattainment for the following pollutants (Federal standards):

- Ozone;
- Particulate matter 10 microns in diameter or less (PM_{10}); and
- Particulate matter 2.5 microns in diameter or less ($PM_{2.5}$).

An Air Quality Assessment will be required to determine the project's potential impacts to sensitive receptors for both short-term construction and long-term operations.

8.13 **Noise and Vibration:** Caltrans and the Federal Highway Administration (FHWA) have refined the approach that determines the level of noise analysis necessary for a project. Section 4 (Noise Impact Screening Procedure Checklist) of the Caltrans Technical Noise Supplement (TeNS) involves answering five questions related to the project area and existing noise levels. This Checklist has been designed to eliminate unnecessary Traffic Noise Analysis Protocol (TNAP) and Noise Abatement Decision Report (NADR) analyses. If the project passes the screening procedure, then a detailed impact analysis is not required. If the project does not pass the screening procedure, then a TNAP/NADR Analysis is required.

The proposed project would improve safety and operation of Theodore Street and the SR-60/Theodore Street interchange by relieving existing congestion and improving efficiency. Currently, the closest residence is located approximately 180 feet to the northeast of the interchange. Additional residences are located along Redlands Boulevard, in the vicinity of the proposed auxiliary lane. It is assumed for the purposes of this PEAR that a TNAP/NADR Analysis will be required based on the surrounding sensitive receptors. The final determination will be dependent on the screening process discussed above.

8.14 Energy and Climate Change:

The proposed project would relieve congestion and improve travel efficiency through the SR-60/Theodore Street interchange area. Energy consumption would potentially be reduced upon project completion due to improved traffic circulation. Construction energy consumption would be temporary in nature and all construction equipment would be required to operate per the equipment manuals. In addition, air quality requirements pertaining to construction equipment (i.e., construction equipment would not operate for longer than eight cumulative hours, equipment would be shut down when not in use for extended periods of time), would also help to reduce energy consumption from construction equipment. A separate energy technical study will not be required.

It is generally agreed that individual transportation projects, by themselves, do not yield sufficient greenhouse gas (GHG) emissions to have a significant impact on global climate change, but an individual project may make an incremental contribution to cumulative climate change impacts, along with all other global sources of GHG. An Air Quality Assessment will be required for the proposed project and will include a quantitative analysis of GHGs. This quantitative analysis will use the California Air Resources Board's (CARB's) EMFAC model to compare relative carbon dioxide (CO_2) emissions for all alternatives.

8.15 Biological Environment: Based on previous biological resources analysis performed within the project area as part of the *Highland Fairview Corporate Park EIR*, several sensitive species are known to occur in the vicinity. These species include Stephen's kangaroo rat and the burrowing owl. Portions of the proposed project site may also provide habitat for ground-, tree-, and shrub-nesting birds which are protected by the Migratory Bird Treaty Act (MBTA). Thus, the preparation of a Natural Environment Study (NES) will be required, in addition to the potential for focused surveys. In the event impacts to special status, consultation and/or permits from the U.S. Fish and Wildlife Service (USFWS) and/or CDFW may be required.

Based in an initial analysis of site conditions, jurisdictional drainages do not appear to be present on the project site. However, a formal analysis of jurisdictional features would be performed as part of the NES. In the event impacts to

jurisdictional features occur, regulatory permits may be required through the ACOE, RWQCB, and CDFW.

8.16 **Cumulative Impacts:** All cumulative impacts will be addressed within the IS. All cumulative impacts will also be addressed within the individual resource technical studies identified in Sections 8.1 through 8.15, above.

8.17 **Context Sensitive Solutions:** Context Sensitive Solutions (CSS) is defined as "innovative and inclusive approaches that integrate and balance community, aesthetic, historic, and environmental values with transportation safety, maintenance and performance goals". As part of this proposed project, there are anticipated to be a series of public workshops and/or potential interviews with stakeholders and property owners. In addition, a public workshop is anticipated to be held during the public circulation of the environmental document.

9. Summary Statement for PSR or PSR-PDS

Based on the technical summaries described above, it is expected that impacts associated with all build alternatives would be mitigated to a level below significance. The total cost estimates for potential mitigation measures and permits associated with all build alternatives are premature and speculative at this time as one or more of these measures may not be required. However, as a conservative budget estimate, costs associated with commitments above should be assumed at up to $250,000. The schedule associated with the IS/MND is expected to have a duration of approximately 15 to 18 months.

Several technical studies are required for this proposed project. It is not anticipated that the individual resource evaluations will identify significant environmental concerns within or adjacent to the proposed project area that cannot be mitigated. If additional technical studies are necessary, the completion of these studies could affect schedule and cost. Construction monitoring for biological and cultural resources, if deemed necessary, could also complicate, slow, or lengthen the schedule and increase costs.

10. Disclaimer

This Preliminary Environmental Analysis Report (PEAR) provides information to support programming of the proposed project. It is not an environmental determination or document. Preliminary analysis, determinations, and estimates of mitigation costs are based on the project description provided in the PSR/PDS. The estimates and conclusions in the PEAR are approximate and are based on cursory analyses of probable effects. A reevaluation of the PEAR will be needed for changes in project scope or alternatives, or in environmental laws, regulations, or guidelines.

11. List of Preparers

Biologist Wesley Salter	Date: 1/29/13
Noise and Vibration specialist Achilles Malisos	Date: 1/30/13
Air Quality specialist Achilles Malisos	Date: 1/30/13
Hazardous Waste/Materials specialist Kristen Bogue	Date: 1/30/13
Visual/Aesthetics specialist Eddie Torres	Date: 1/30/13
Energy and Climate Change specialist Achilles Malisos	Date: 1/30/13
PEAR Preparer (Name and Title) Alan Ashimine	Date: 2/4/13

12. Review and Approval

I confirm that environmental cost, scope, and schedule have been satisfactorily completed and that the PEAR meets all Caltrans requirements. Also, if the project is scoped as a routine EA, complex EA, or EIS, I verify that the HQ DEA Coordinator has concurred in the Class of Action.

_____ Date: _____
Environmental Branch Chief

_____ Date: _____
Project Manager

REQUIRED ATTACHMENTS:

Attachment A: PEAR Environmental Studies Checklist

Attachment A: PEAR Environmental Studies Checklist

Rev. 11/08

Environmental Studies for PA&ED Checklist

	Not anticipated	Memo to file	Report required	Risk* L M H	Comments
Land Use	X			L	
Growth	X			L	
Farmlands/Timberlands		X		L	Tech Memo
Community Impacts	X			L	
Community Character and Cohesion	X			L	
Relocations			X	M	RIS
Environmental Justice	X			L	
Utilities/Emergency Services	X			L	
Visual/Aesthetics			X	L	VIA
Cultural Resources:				L	
Archaeological Survey Report			X	L	
Historic Resources Evaluation Report			X	M	
Historic Property Survey Report			X	L	
Historic Resource Compliance Report	X			L	
Section 106 / PRC 5024 & 5024.5	X			L	
Native American Coordination			X	L	HPSR/ASR
Finding of Effect	X			L	
Data Recovery Plan	X			L	
Memorandum of Agreement	X			L	
Other:	X			L	
Hydrology and Floodplain	X			L	
Water Quality and Stormwater Runoff			X	L	SWDR
Geology, Soils, Seismic and Topography			X	L	
Paleontology	X			L	In ED
PER	X			L	
PMP	X			L	
Hazardous Waste/Materials:				L	
ISA (Additional)			X	L	
PSI	X			L	
Other:	X			L	
Air Quality			X	L	
Noise and Vibration		X		L	Screening
Energy and Climate Change	X			L	In ED
Biological Environment				L	
Natural Environment Study			X	L	
Section 7:	X			M	
Formal	X			L	
Informal	X			L	
No effect	X			L	
Section 10	X			L	
USFWS Consultation	X			L	
NMFS Consultation	X			L	
Species of Concern (CNPS, USFS, BLM, S, F)	X			L	

Environmental Studies for PA&ED Checklist

	Not anticipated	Memo to file	Report required	Risk* L M H	Comments
Wetlands & Other Waters/Delineation	☐	☐	☒	M	NES
404(b)(1) Alternatives Analysis	☒	☐	☐	L	
Invasive Species	☒	☐	☐	L	In ED
Wild & Scenic River Consistency	☒	☐	☐	L	
Coastal Management Plan	☒	☐	☐	L	
HMMP	☒	☐	☐	L	
DFG Consistency Determination	☒	☐	☐	L	
2081	☒	☐	☐	L	
Other:	☒	☐	☐	L	
Cumulative Impacts	☒	☐	☐	L	In ED
Context Sensitive Solutions	☒	☐	☐	L	
Section 4(f) Evaluation	☒	☐	☐	L	
Permits:					
401 Certification Coordination	☒	☐	☐	L	
404 Permit Coordination, IP, NWP, or LOP	☒	☐	☐	L	
1602 Agreement Coordination	☒	☐	☐	L	
Local Coastal Development Permit Coordination	☒	☐	☐	L	
State Coastal Development Permit Coordination	☒	☐	☐	L	
NPDES Coordination	☐	☐	☒	L	
US Coast Guard (Section 10)	☒	☐	☐	L	
TRPA	☒	☐	☐	L	
BCDC	☒	☐	☐	L	

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MORENO VALLEY
WHERE DREAMS SOAR

14177 Frederick St.
P.O. Box 2744
Moreno Valley, CA 92553-0805

February 19, 2013

Mr. Tim Haile
RBF Consulting
14725 Alton Parkway
Irvine, CA 92618-2027

Subject: PSR-PDS – SR-60/Theodore Street Interchange Improvements
Comments on February 11, 2013 Submittal

Dear Mr. Haile:

We have received and reviewed your submittal of February 11, 2013. Please continue with expediting the project. Our comments are intended to be addressed in subsequent submittals/approval documents.

General Comments, Capital Projects:

- PSR-PDS Page 3: Will traffic analysis be required to be projected for year 2035 or 2040?
- Reference and incorporate Route 60 Corridor Master Plan of Aesthetics and Landscaping (August 2010 – on City website).
- See attached pages for PSR-PDS specific comments (pages 3, 13, 30, Attachment H).

General Comments, Transportation:

- Consider bicycle/pedestrian/transit Measures of Effectiveness.
- Explain how 2040 traffic volumes will be derived.
- Consider roundabout locations. (for example, Ironwood/Theodore intersection may be a good candidate in the future – long-range comment)
- At what point in the project process will aesthetics be considered?

CAPITAL PROJECTS

ATTACHMENT "H"

Item No. A.9

If you have any questions, please contact Margery Lazarus, Senior Engineer, at 951.413.3133.

Sincerely,

Margery Lazarus, P.E.
Senior Engineer

ML: sc

Enclosures: As listed above

c: Prem Kumar, Deputy Public Works Director/Assistant City Engineer
Eric Lewis, Transportation Division Manager/City Traffic Engineer
Michael Lloyd, Senior Engineer, P.E.
Brian Hixson, Highland Fairview
File

warehouse distribution facilities on approximately 2,665 acres of land located immediately south of the SR-60 / Theodore Street interchange.

Existing nonstandard features within the project area include the following:

- The posted vertical clearance is 15'-5" in the eastbound direction and 15'-3" in the westbound direction. Minimum standard vertical clearance is 16'-6" for freeways.
- On Theodore Street, sidewalks are not provided some sections of shoulder are nonstandard.
- Interchange spacing between Theodore Street and Gilman Springs Road is approximately 3,850 feet. Minimum interchange spacing is one mile in urban areas and two miles in rural areas.
- Weaving length from the existing Gilman Springs Road on-ramp to the existing Theodore Street off-ramp is approximately 1,200 feet. Minimum weaving length is 2,000 feet in urban areas and 5,000 feet in rural areas.

Existing Structure

Theodore Street Overcrossing (PM 21.37, Bridge Number 56-0488) is a four-span precast concrete stringer structure. It is approximately 234 feet long, 38 feet wide, and spans four lanes of traffic on SR-60.

The City of Moreno Valley has identified the need for operational and capacity improvements at the SR-60/Theodore Street interchange. The City and Caltrans are members of the PDT and have been involved in the development of the purpose and need statement for the project.

Opportunities to incorporate Context Sensitive Solutions and Complete Streets concepts will be studied further in the PA/ED phase of the project.

3. PURPOSE AND NEED

Purpose:

The purpose of the proposed project is to reconstruct and improve the interchange at SR-60 and Theodore Street in order to correct existing geometric deficiencies, increase capacity, and improve operations. The proposed improvements will reduce congestion at the interchange and provide adequate access for existing traffic volumes as well as forecasted increased traffic demands.

Need:

The proposed project is needed to improve existing geometric deficiencies and address long range projected operational deficiencies at the SR-60/Theodore Street interchange due to forecasted growth and development in the area. Without improvements, by 2035, the eastbound SR-60 on- and off-ramps are expected to operate at LOS F in the PM peak hour, while the westbound SR-60 on- and off-ramps are expected to operate at LOS E and F, respectively, in the AM peak hour. The

→ Reference the SR-60 Corridor Aesthetic Master Plan in the appropriate part of the document

LOOP ENTRY WITH 2 LNS AT ART. AND 1 LN AT ENTRY; ADD AUX LNS 1700' EACH DIR WEST OF IC & 1200' EB AND 2200' WB EAST OF IC

(2) Project ID# 3A0807 – Description: IN MORENO VALLEY, WIDEN THEODORE ST FROM 2 TO 4 LANES +2 AUX LANES FROM EUCALYPTUS AVE TO SR-60 EB RAMPS, INCLUDING MEDIANS, TRAFFIC SIGNALS, CHANNELIZATION IMPROVEMENTS, LEFT-TURN POCKETS, DEDICATED RIGHT-TURN LANES, DRAINAGE IMPROVEMENTS, LANDSCAPING, SIDEWALKS, AND BIKE LANES

(3) Project ID# 3A0806 – Description: IN MORENO VALEY, WIDEN THEODORE ST FROM 2 TO 4 LANES FROM SR-60 WB RAMPS TO IRONWOOD AVE, INCLUDING TRAFFIC SIGNALS, CHANNELIZATION IMPROVEMENTS, LEFT-TURN POCKETS, DEDICATED RIGHT-TURN LANES, DRAINAGE IMPROVEMENTS, LANDSCAPING, SIDEWALKS, AND BIKE LANES.

The July 2006 City of Moreno Valley General Plan Circulation Plan designates Theodore Street as a Divided Major Arterial, with six traffic lanes.

7. ALTERNATIVES

Project Alternatives.

Four alternatives were analyzed for the project: a no build alternative and three new interchange configurations. Each of the new interchange alternatives includes removal and reconstruction of the Theodore Street overcrossing and all ramps. The existing lane configuration on SR-60 at the interchange will not be changed, however the Theodore Street overcrossing will be reconstructed to allow for future widening of the freeway to an ultimate section consisting of four mixed flow lanes and one HOV lane in each direction. Proposed ramps will be designed to be compatible with future freeway widening to minimize future reconstruction. Theodore Street will be widened to three lanes in each direction, with standard shoulders, a center median, and dedicated turn lanes where needed. See Attachment B-1 for the Project Area and Attachment C for Typical Sections. Additional details of each alternative are provided below:

p. 12 says No HOV in TDR!

Alternative 1 (No Build Alternative): Under this alternative, no reconstruction or improvements would be made to the existing SR-60 / Theodore Street interchange other than routine roadway maintenance and currently approved improvements. See Attachment B-2 for the No Build Alternative.

Alternative 2 (Modified Partial Cloverleaf – Mod Type L-7/L-8): This alternative avoids an existing residential development located in the northeast quadrant of the interchange. It would reconstruct and improve the existing interchange in a modified Type L-7/L-8 configuration. Improvements would include construction of new

alternatives will impact existing overhead electrical lines located along the west side of Theodore Street. An existing domestic water line located along the south side of SR-60 may also be impacted. The need for relocation of these lines will be confirmed during PA/ED.

Railroad:
There are no railroad facilities within the project limits.

9. STAKEHOLDER INVOLVEMENT

The draft environmental document prepared for this project will be publicly noticed and circulated as applicable. Specific outreach efforts will be undertaken to invite response to this proposed project from the adjoining properties within 500 yards of project site.

The City, the project sponsor, has regularly attended Project Development Team (PDT) meetings. The City has stated that to their knowledge there is no opposition to the proposed project.

10. ENVIRONMENTAL DETERMINATION/DOCUMENTATION

A Preliminary Environmental Analysis Report (PEAR) has been prepared for this project, and is attached herewith as Attachment E. At this time, it is anticipated that this project will be funded solely through local funds. However, with a possibility of securing federal funds during project development, the PEAR has been developed to comply with both CEQA and NEPA. Based on the preliminary evaluation conducted as part of the PEAR, the anticipated environmental document for this project is an Initial Study/ Environmental Assessment (IS/EA) leading to a Mitigated Negative Declaration (MND) under CEQA, and Finding of No Significant Impacts (FONSI) for NEPA.

Based on the technical summaries described in the PEAR, it is expected that impacts associated with all build alternatives would be mitigated to a level below significance. The total cost estimates for potential mitigation measures and permits associated with all build alternatives are premature and speculative at this time as one or more of these measures may not be required. However, as a conservative budget estimate, costs associated with commitments above should be assumed at up to $250,000. The schedule associated with the IS/MND is expected to have a duration of approximately 15 to 18 months.

Several technical studies are required for this proposed project. It is not anticipated that the individual resource evaluations will identify significant environmental concerns within or adjacent to the proposed project area that cannot be mitigated. If additional technical studies are necessary, the completion of these studies could affect schedule and cost. Construction monitoring for biological and cultural resources, if

LEVEL 2 - RISK REGISTER | Project Name: SR-63/Hampton Street Interchange | 08STIP | 08-[illegible] | Project Number: [illegible] | Project Number: [illegible]

Risk Identification							Risk Assessment						Risk Response			
Status	ID #	Type	Category	Title	Risk Statement	[illegible]	Probability	Cost Impact	Cost Score	Time Impact	Time Score	Risk Level	Response	Response Actions	Risk Owner	Updated
Active	1	Threat	RDW	Right of Way Acquisition Delays	Property acquisitions required from [illegible]		3-Low	2-Low	[illegible]	4-Moderate	4	[illegible]	[illegible]	[illegible]	RW Manager	[illegible]
Active	2	Threat	Design	[illegible]	[illegible]	The current design may require 2:1 slopes.	3-Moderate	1-Very Low	[illegible]	4-Moderate	12	[illegible]	Mitigate	[illegible]	Design Manager	[illegible]
Active	3	Threat	PM	Lack of Project Funding	[illegible]		1-Very Low	1-Very Low	[illegible]	10-Very High	[illegible]	[illegible]	Accept	[illegible]	Project Manager	[illegible]
Active	4	Threat	PM	[illegible]	The PDT may not select a Preferred Alternative in the early stages of the PA/ED phase, [illegible] the PS&E Phase.		3-Moderate	4-Moderate	12	8-High	[illegible]	[illegible]	[illegible]	[illegible]	Project Manager	[illegible]
Active	5	Threat	Design	[illegible]	[illegible]	[illegible]	3-Moderate	4-Moderate	12	8-High	[illegible]	[illegible]	Mitigate	[illegible]	Project Manager	[illegible]
Active	6	Threat	RDW	Acquisition Plan	[illegible]		2-Low	2-Low	[illegible]	8-High	[illegible]	[illegible]	Mitigate	[illegible]	Project Manager	[illegible]
Active	7	Threat	Design	Traffic Study Scope	Due to the option presented, the other [illegible]	Roadbounds [illegible]	3-Moderate	8-High	[illegible]	8-High	[illegible]	[illegible]	[illegible]	[illegible]	Project Manager	[illegible]

Level 3 Risk Register

Welcome
[illegible]

Item No. A.9

AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) - ZONAL
PROJECT NO. 801 0052 70 77

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **Consultant Company,** a (California corporation, partnership, sole ownership) hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 801 0052 70 77

DESCRIPTION OF PROJECT

1. The project is described as professional consultant services for:

STATE ROUTE 60/THEODORE STREET INTERCHANGE IMPROVEMENTS

Project No. 801 0052 70 77

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $_____ in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on **Month Date, Year** unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "E" attached hereto and incorporated by this reference.

Or

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the design/construction schedule as stated in the Notice to Proceed.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

12. The Consultant may also retain or subcontract for the services of other necessary

consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

15. (a) To the maximum extent allowable by law, the Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD) and the Western Riverside Council of Governments (WRCOG), and the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, MVHA, CSD and WRCOG, and the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, their officers, agents or employees.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, MVHA's, CSD's, and WRCOG's and the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, MVHA, CSD and WRCOG, and the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any

property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such Public Liability and Property Damage Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

GENERAL LIABILITY

Bodily Injury	$1,000,000 per occurrence
Property Damage	$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum general liability limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, MVHA, CSD and WRCOG and the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, against any loss, claim, or damage arising

from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) A Certificate of Insurance, or an appropriate insurance binder evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(h) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, the Moreno Valley Community Services District and Western Riverside Council of Governments, and the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, their officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, the Moreno Valley Community Services District and Western Riverside Council of Governments, and the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, its officers, employees and agents, under any third party liability policy."

(i) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(j) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings at all times and during all phases of the project.

(b) The Consultant shall be entitled to copies of all furnished materials for his

files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other projects without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

(b) Upon notice of termination, the Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain for its files copies of any and all materials, including drawings, documents, and specifications produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings, regardless of the completeness of said documents.

(c) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(d) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant. Consultant acknowledges that Consultant work product produced under this Agreement may be public record under State law.

(e) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's

time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

25. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

27. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement.

SIGNATURE PAGE FOLLOWS

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0052 70 77

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
Department Head/Mayor/City Manager
(Select only one please)

DATE: _____

ATTEST:

_____
City Clerk *(not needed if City Manager signs)*

APPROVED AS TO LEGAL FORM:

_____
City Attorney

DATE: _____

Consultant Company

BY: _____

TITLE: _____
(President or Vice President)

BY: _____

TITLE: _____
(Corporate Secretary)

Enclosures: Exhibit "A" – City's Request for Proposal
Exhibit "B" – Consultant's Proposal
Exhibit "C" – City's Responsibility
Exhibit "D" – Terms of Payment
Exhibit "E" – Consultant's Schedule

CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT "C"

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed $.....

2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml

3. The Consultant will electronically submit an invoice and a hard copy invoice to the City for milestone payments along with documentation evidencing services completed to date. The milestone payment is based on actual time and materials expended in furnishing authorized professional services during the preceding period. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any milestone payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at miab@moval.org or calls directed to (951) 413-3156.

4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the

completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:

   A. Vendor Name, Mailing Address, and Phone Number
   B. Invoice Date
   C. Vendor Invoice Number
   D. City-provided Reference Number (e.g. Project, Activity)
   E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

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Revised 4/16/13

EXHIBIT "D"

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance	2. Status of Federal Action: ☐ a. Bid/offer/application b. Initial award c. Post-award	3. Report Type: ☐ a. Initial filing b. Material change For Material Change Only: Year _____ Quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier_____, *if known* Congressional District, *if known:*	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, *if known:*	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, *if applicable*_____	
8. Federal Action Number, *if known:*	9. Award Amount, *if known:* $	
10. Name and Address of Lobbying Entity *(if individual, last name, first name, MI):*	b. Individuals Performing Services *(including address if different from No. 10a)* *(Last name, first name, MI):*	
11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature:_____ Print Name:_____ Title:_____ Telephone No.:_____ Date:_____	
Federal Use Only:		Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)

Standard Form LLL Rev 06-04-90
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Item No. A.9

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to Title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee if the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influenced the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB NO. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(Federal Fiscal Year ..... to .....)

I, , hereby certify on behalf
(Name and title of Grantee official)

of The City of Moreno Valley , that
(Name of Grantee)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, of cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, an cooperative agreements) which exceed $100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this ..... of ....., 20....

By:
(Signature of authorized official)

.....
(Title of authorized official)

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LIST OF SUBCONSULTANTS

PROJECT NAME: _____

PROJECT NO: _____

CONSULTANT NAME: _____

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

Duplicate this form as necessary to report all subconsultant(s) information.

PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) – PART I

The proposer shall list all subconsultants (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE subconsultants elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		*Age of Firm (Yrs.)*

Distribution: 1) Original – Local Agency File

Item No. A.9

PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) – PART II

The proposer shall list all subconsultants who provided a quote or proposal but were not selected to participate as a subconsultant on this project. This is required fc compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name	Phone	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		If YES list DBE #:
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	Phone	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		If YES list DBE #:
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	Phone	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		If YES list DBE #:
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	Phone	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		If YES list DBE #:
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

Distribution: 1) Original – Local Agency File

MV00210718

EXHIBIT 10-O2: LOCAL AGENCY CONSULTANT DBE INFORMATION

(Inclusive of all DBEs listed at bid proposal)

NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section

1. Local Agency Name: _____

2. Project Location: _____

3. Project Description: _____

4. Total Contract Award Amount: $ _____

5. Consultant Name: _____

6. Contract DBE Goal %: _____

7. Total Dollar Amount for all Subcontractors: $ _____

8. Total Number of all Subcontractors: _____

Award DBE Information

9. Description of Services to be Provided	10. DBE Firm Contact Information	11. DBE Cert Number	12. DBE Dollar Amount

Local Agency to Complete this Section

20. Local Agency Contract Number: _____

21. Federal-aid Project Number: _____

22. Contract Execution Date: _____

Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:

23. Local Agency Representative Name (Print) _____

24. Local Agency Representative Signature _____ 25. Date _____

26. Local Agency Representative Title _____ 27. (Area Code) Tel. No. _____

13. Total Dollars Claimed _____

14. Total % Claimed _____ %

15. Preparer's Signature _____

16. Preparer's Name (Print) _____

17. Preparer's Title _____

18. Date _____ 19. (Area Code) Tel. No. _____

Caltrans to Complete this Section

Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:

28. DLAE Name (Print) _____ 29. DLAE Signature _____ 30. Date _____

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment
(2) Copy – Include in award package sent to Caltrans DLAE (3) Original – Local agency files

INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE INFORMATION

Consultant Section

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subcontractors** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do not include the prime consultant information in this count.
8. **Total number of all subcontractors** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do not include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subcontractors on the Exhibit 10-O1 form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for columns 12 and 13.
14. **Total % Claimed** – Enter the total participation claimed for columns 12 and 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", a Good Faith Effort (GFE) is required.
15. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
25. **Date** - Enter the date the Local Agency Representative signs the form.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

Caltrans Section:

Caltrans District Local Assistance Engineer (DLAE) shall:

28. **DLAE Name (Print)** – Clearly enter the name of the DLAE.
29. **DLAE Signature** – DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. **Date** - Enter the date that the DLAE signs this section the form.

Accelerated Project Delivery.
Established Relationships.
Proven Success.

June 13, 2013

Ms. Margery Lazarus, P.E. | *Senior Engineer*
City of Moreno Valley
Capital Projects Division
14325 Frederick Street, Suite 9
Moreno Valley, CA 92552-0805

Subject: Work Plan and Cost Proposal for Professional Consultant Services for the State Route 60/Theodore Street Interchange Improvements Project No. 801 0052 70 77

Dear Ms. Margery Lazarus:

Thank you for selecting RBF Consulting for performing services relative to the SR-60/Theodore Street interchange. We are excited to work with the City on this very important project. I am pleased to provide you with our revised work plan and cost proposal for the Project Report, Environmental Document, and Plans, Specifications and Estimate. Based on our discussions, the following was revised or included in the scope of work and cost proposal:

- Included support for completing funding applications to the Riverside County Transportation Commission and support the City in identifying additional funds for the interchange;
- Included alternatives analysis and traffic analysis for the following three (3) additional build alternatives to identify the most efficient interchange configuration relative to operational performance;
  - Collector Distributor Road Systems between Theodore Street and Gilman Springs Road to address deficient performance and non-standard interchange spacing;
  - Roundabout Interchange;
  - Single Point Urban Interchange;
- Included Subsurface Fault Evaluation relative to the adjacent active Claremont segment of the San Jacinto Fault Zone;
- Expanded Ramp Closure Study to include the Alessandro Road and Gilman Springs Road intersection;
- Included development of a stage construction concept for the interchange to remain open to traffic during construction;
- Expanded limits of Aerial Deposited Lead Study from Theodore Street to Gilman Springs Road;
- Additional research and investigation for asbestos containing material within the existing Theodore Street bridge based on recent encounter during construction of the Nason Street Overcrossing;
- Consideration and exploration with Caltrans to develop a NEPA CE in lieu of EA/FONSI to expedite project approvals;
- Adjusted cost proposal to include current overhead rates;

These inclusions and revisions to the scope of work will add benefit to the work plan to ensure project delivery is streamlined through Caltrans approvals. It is important to consider additional alternatives early to make sure the most efficient interchange configuration is evaluated through the environmental process relative to operational performance, accommodation of growth, and minimizing construction costs. Please feel free to call me at 909/974-4922 if you have any questions.

Respectfully,

Timothy Haile, PE
Project Manager
909/974-4922 | thaile@rbf.com

EXHIBT B-1

CONSULTANT'S PROPOSAL

EXHIBIT B-2

SCOPE OF WORK

AND

COST PROPOSAL

SR-60/Theodore Street Interchange Improvement Project
Project Approval and Environmental Document Phase
Scope of Work
Exhibit "B"
June 13, 2013

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PHASE 1 – PROJECT REPORT AND ENVIRONMENTAL DOCUMENT

1.0 Draft Project Report Approved by Caltrans

1.1 Task Management and Meetings

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical and environmental documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures. CONSULTANT will attend and participate in eight (8) monthly PDT meetings. CONSULTANT shall prepare deliverables log and action items log. CONSULTANT shall report the progress of the work. Progress shall be based on physical percent complete such as number of drawings or deliverables

Deliverables:

- Attendance at bi-weekly project team conference calls
- Attend eight (8) PDT meetings
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Deliverables and Action Item Logs
- Milestone Progress Reports

1.2 Project Scoping

CONSULTANT will coordinate and attend four (4) project scoping meetings with the City of Moreno Valley (CITY) and CALTRANS. The purposes of the project scoping meetings are to initiate the project with CALTRANS. CONSULTANT will prepare materials for the meetings and document correspondences with the CITY, County, and CALTRANS.
The following meetings will be held with the CITY and CALTRANS:

- Project Management Meeting – meeting to discuss the project approach with CITY and CALTRANS management.
- Project Scoping Meeting – meeting to discuss scope of work assumptions and approach with CITY and CALTRANS staff reviewing the project documents.
- Project Schedule Meeting – meeting to discuss project schedule with CALTRANS management and staff to obtain approval of sequence and duration of all activities. Tracking and understanding the significance of the schedule will aid in ensuring timely task completion in order to deliver the accelerated project delivery goal.
- Risk Management Meeting – meeting to identify and discuss project risks and complete CALTRANS risk register. The risk register will be reviewed on a quarterly basis with Project Development Team (PDT) Meetings

Deliverables:

- Project Scope of Work Assumptions
- Risk Register

1.3 Project Scheduling

CONSULTANT shall submit a project schedule to for PA&ED for review and approval by the CITY and Caltrans. At the formal initiation of the PA&ED phase with Caltrans District 8, the schedule shall be submitted to the Caltrans Project Manager and revised as necessary. CONSULTANT will include the following elements in the schedule:

- Work items and deliverables;
- Work items of agencies and other third parties that may affect or be affected by Consultant's activities;
- The schedule shall include all data necessary to represent the total project;
- The order, sequence, and interdependence of significant work items shall be reflected on the schedule

Once the project schedule is approved by the CITY and Caltrans, CONSULTANT will set the baseline schedule for the project. CONSULTANT will continue to monitor and track all tasks and update the project schedule accordingly. CONSULTANT will prepare a 60 day outlook summary schedule for the monthly PDT meetings. CONSULTANT will prepare a detail deliverables log to track and monitor all submittals and reviews of each of the deliverables within this scope of work.

Deliverables:

- Approved Project Schedule with Baseline

1.4 Project Funding Support

CONSULTANT will prepare funding application for Riverside County Transportation Commission (RCTC) Call for Projects. CONSULTANT will coordinate with RCTC on technical documentation in support of the application.

Deliverables:

- Technical Documentation for RCTC Call for Projects

1.5 Geometric Alternatives Analysis

In conjunction with traffic analysis, CONSULTANT will prepare preliminary horizontal geometrics for six (6) build alternatives. The following six (6) build alternatives will be evaluated:

- PSR-PDS Alternative 2 – Modified Partial Cloverleaf Interchange
- PSR-PDS Alternative 3 – Spread Diamond Interchange
- PSR-PDS Alternative 4 – Modified Spread Diamond Interchange
- Alternative 5 – Collector-Distributor Road Between Theodore Street and Gilman Springs Rd Interchanges
- Alternative 6 – Roundabout Interchange
- Alternative 7 – Single Point Urban Interchange

The six (6) build alternatives will be analyzed for geometric and operation feasibility based upon traffic analysis. CONSULTANT will determine based upon the analysis, which two (2) build alternatives will be carried forward into PA/ED phase. CONSULTANT will

assess qualitatively the impacts of the build alternatives and compare to project purpose and need in order to reject two build alternatives. CONSULTANT will prepare matrix comparing six (6) build alternatives, such as geometric design, traffic operations, impacts, design exceptions, environmental impacts, right of way impacts and other variables. The comparison will be rated using numeric ratings and low, medium, high ratings for each of the six (6) build alternatives

Deliverables

- *Preliminary horizontal geometrics for six (6) build alternatives*
- *Identify two (2) build alternatives for PA/ED phase*

1.6 Traffic Analysis and Study

Traffic Counts

The latest traffic counts are several years old and will need to be updated with fresh counts. For budgeting purposes peak-hour turning movement counts at the 8 study intersections and 24-hour tube counts at 4 locations were assumed. The study intersections will be:

- Theodore Street/Ironwood Avenue
- Theodore Street/Westbound SR-60 Ramps
- Theodore Street/Eastbound SR-60 Ramps
- Theodore Street/Fir (Eucalyptus) Avenue
- Redlands Boulevard/Ironwood Avenue
- Redlands Boulevard/Westbound SR-60 Ramps
- Redlands Boulevard/Eastbound SR-60 Ramps
- Redlands Boulevard/Fir (Eucalyptus) Avenue

Counts will also be performed at the Gilman Springs Road Interchange which, in combination with the turning movement counts at the 8 study intersections, will enable us to determine the through, merging, and diverging volumes of the study freeway sections.

RIVTAM Traffic Demand Forecast and Technical Memorandum

The purpose of this task is to estimate the volume of traffic generated by the study area that uses the Theodore Interchange now and that may use it in the future. This task will also estimate the traffic demand at SR-60 at Redlands Blvd and SR-60 at Gilman Springs Rd interchanges. The demand information generated by this task (for example westbound on-movements in the morning peak hour, eastbound off-movements in the evening peak hour, etc.) will be used as inputs to the VISSIM modeling in a subsequent task.

CONSULTANT will modify the version of the RIVTAM model that was developed for the World Logistics Center (WLC) project by changing the modeled years to match the study years, 2017 and 2040. Among the modifications is the development of a new scenario with the Moreno Highlands Specific Plan land uses and network. We will then run the model and generate forecasts for the traffic on the study segments of SR-60 and the

turning movements at the ramp intersections. The forecast volumes will cover the following study years:

- Existing Conditions. This is not really a forecast, but rather a reporting of traffic count data in a format consistent with the future-year forecasts.
- Opening Year Conditions (2017). The background assumptions will include the Existing land uses and roadway network plus other known projects expected to be complete by 2017, including Phase 1 of the WLC.
- Cumulative Conditions per General Plan (2040). The land use and network assumptions will follow the SCAG 2012 RTP/SCS for areas outside of Moreno Valley and the Moreno Valley General Plan for areas inside the CITY. For the WLC site we will assume the Moreno Highlands Specific Plan (MHSP), not the WLC, since that is the official plan at the time of this study.
- Cumulative Conditions with WLC (2040). The land use and network assumptions will follow the SCAG 2012 RTP/SCS for areas outside of Moreno Valley and the Moreno Valley General Plan for areas inside the CITY, except that for the WLC site we will assume the full build-out of the WLC.

In the case of this project there is no need to prepare separate with- and without project demand forecasts because the interchange project itself will not generate any traffic. Also, since the existing interchange accommodates all four movements there is no suppressed demand or demand that diverts to other interchanges that might complicate the analysis.

Once the forecasts are complete CONSULTANT will prepare a technical memorandum describing the components of the model, the land use and network assumptions, and the forecast traffic volumes for each study year.

VISSIM Analysis of Interchange Alternatives

CONSULTANT will perform a VISSIM analysis of traffic flows along SR-60 in both directions from the eastbound off-ramp of the Gilman Springs Road Interchange to the westbound off-ramp of Moreno Beach Drive Interchange, including weaving analysis, for the existing and four alternative configurations for the Theodore Street interchange. This analysis will focus on the level of service for both the mainline traffic and the traffic merging from on-ramps or diverging to off-ramps.

The section of Theodore Street from Fir (Eucalyptus) Avenue to Ironwood Avenue and the section of Redlands Boulevard from Fir (Eucalyptus) Avenue to Ironwood Avenue will also be analyzed. These analyses shall cover the AM and PM peak periods. This analysis will focus on the LOS of the eight study intersections, and issues regarding queuing and storage space for turning movements.

The study will cover the AM and PM peak-hour traffic conditions for the following 28 scenarios:

- Existing without project (Alt 1)
- Existing + Alt 2

- Existing + Alt 3
- Existing + Alt 4
- Existing + Alt 5
- Existing + Alt 6
- Existing + Alt 7
- Opening year (2017) without project (Alt 1)
- Opening year + Alt 2
- Opening year + Alt 3
- Opening year + Alt 4
- Opening year + Alt 5
- Opening year + Alt 6
- Opening year + Alt 7
- Design Year (2040) with General Plan (MHSP) and without project (Alt 1)
- Design Year (2040) w/ General Plan + Alt 2
- Design Year (2040) w/ General Plan + Alt 3
- Design Year (2040) w/ General Plan + Alt 4
- Design Year (2040) w/ General Plan + Alt 5
- Design Year (2040) w/ General Plan + Alt 6
- Design Year (2040) w/ General Plan + Alt 7
- Design Year (2040) with WLC and without project (Alt 1)
- Design Year (2040) w/ WLC + Alt 2
- Design Year (2040) w/ WLC + Alt 3
- Design Year (2040) w/ WLC + Alt 4
- Design Year (2040) w/ WLC + Alt 5
- Design Year (2040) w/ WLC + Alt 6
- Design Year (2040) w/ WLC + Alt 7

The intersections shall be analyzed using Highway Capacity Manual (HCM) Chapter 16 methodologies for signalized intersections and HCM Chapter 17 methodologies for unsignalized intersections. Freeway segments will be analyzed using HCM operational analysis.

Ramp Closure Study

CONSULTANT will perform a ramp closure study in accordance with CALTRANS' *Community Impact Assessment*[1] guidelines. The purpose of the ramp closure study is to identify the likely impacts of complete closure of the existing Theodore Street interchange while a replacement is under construction, and to recommend measures to mitigate these impacts.

The study area will be bounded by Ironwood Avenue in the north, Alessandro Boulevard in the south, Gilman Springs Road to the east, and Redlands Boulevard to the west. Within this area Parsons Brinckerhoff will:

[1] *Community Impact Assessment, Standard Environmental Reference, Environmental Handbook Volume 4*, Caltrans, October 2011

- Identify homes and businesses that may currently use the Theodore Street Interchange and determine the degree to which they are dependent on freeway access.
- Identify alternatives for crossing or accessing SR-60 during the period of closure and determine the travel costs, delay, and safety impacts of prolonged closure of the Theodore Street interchange.
- Determine whether measures are needed to improve the viability of the alternate routes and, if so, identify appropriate measures. Estimate the cost of these measures.
- Indentify routes for through traffic that may currently use the Theodore Street Interchange and determine the travel cost, delay, and safety impacts of prolonged closure of the interchange.
- Identify routes for emergency response vehicles that may currently use the Theodore Street Interchange and determine delay to response time and facility locations

CONSULTANT will document the methodology and conclusions of the ramp closure study and incorporate it into the traffic impact assessment.

Traffic Impact Analysis Report

CONSULTANT will prepare a Traffic Impact Analysis report in conformance with Caltrans guidelines[2] that will document the results of the previous tasks.

Deliverables

- Traffic Safety and Accident Analysis
- Traffic Methodology and Forecasting Memorandum
- Draft/Final Traffic Forecast Volumes Report
- Draft/Final Traffic Study
- Ramp Closure Study

1.7 Obtain Right of Entries

CONSULTANT will obtain right of entries for nine (9) affected parcels to support environmental and engineering studies. The following are the tasks involved:

- Creation of necessary Right of Entry documents and securing approval as to form from Project Team.
- Contact and negotiations with private property owners and securing execution of required agreements.
- Provision of regular status updates to any relevant parties part of the Project Team.
- If necessary, facilitation of any payments from CITY to private property owners via mail.
- Reasonable assistance to project survey team with special owner requests and access concerns.

[2] *Guide for the Preparation of Traffic Impact Studies*, Caltrans, December 2002

Deliverables

- Right of Entry for Nine (9) Parcels

1.8 Selection of Locally Preferred Alternative

CONSULTANT will prepare matrix comparing two (2) build alternatives to select a locally preferred alternative (LPA). Geometric design, traffic operations impacts, design exceptions, environmental impacts, right of way impacts and other variables will be compared between the two (2) build alternatives. CONSULTANT will prepare power point presentation and present LPA evaluation in Study Session with CITY Council for consideration and input. A PDT focus meeting will be held to discuss the evaluations and results. A memorandum will be prepared and sent to the PDT summarizing the findings of the comparisons for review and approval by the PDT. Upon agreement, the PDT will choose a LPA. The selection of the LPA will begin at-risk Geometric Approval Drawings, PS&E, and supporting engineering design and reports based upon the LPA.

Deliverable

- Locally Preferred Alternative Memorandum
- Selection of Locally Preferred Alternative

1.9 Construction Phasing Plan

CONSULTANT will develop construction phasing plan to determine phasing of construction for the interchange based upon available funding. The construction phasing plan will be based upon the LPA. The construction phasing plan will be based upon two (2) phases and will be determined using construction cost estimates for each phase and traffic operations in opening year (2017). CONSULTANT assumes the remaining improvements after phase 1 will be constructed by 2040 and completes the selected LPA. CONSULTANT will prepare one (1) exhibit at 1"=100' for each construction phase. The construction phasing plan will verify constructability and feasibility of construction phasing.

Deliverable

- Construction Phasing Plan for Locally Preferred Alternative

1.10 Draft Project Report

CONSULTANT will prepare a Draft Project Report (PR) in accordance with Caltrans' PDPM. The Draft PR shall contain a discussion of the existing conditions, the need for improvements, and the alternatives considered. The Draft PR will be submitted to Caltrans for review and comment.

Deliverable

- Administrative Draft PR
- Final Draft Project Report

2.0 *Preliminary Engineering Studies Approved by Caltrans*

2.1 Task Management and Meetings

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual environmental tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical and environmental documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures, including the 5-step NEPA QC process and QA/QC Design Checklists. CONSULTANT will attend and participate in six (6) monthly PDT meetings. CONSULTANT shall prepare deliverables log and action items log. CONSULTANT shall report the progress of the work. Progress shall be based on physical percent complete such as number of drawings or deliverables

Deliverables:

- Attendance at bi-weekly project team conference calls
- Attend six (6) PDT meetings
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Deliverables and Action Item Logs
- Milestone Progress Reports

2.2 Geometric Plans for Project Alternatives

CONSULTANT will prepare geometric plans at 1"=100' scale for two (2) build alternatives and will be included in the Draft Project Report. Geometric layout plans will be developed for two (2) build alternatives in accordance with Caltrans Plans Preparation Manual and Project Development Procedures Manual. Plans will show the developed geometrics, lane configurations, bike lanes, recreational trails, sidewalks, existing and proposed right-of-way limits, grading, as well as any retaining wall locations. Lane, shoulder, and right-of-way widths will be labeled. Comments received from the submittal of geometric plans will be reviewed and incorporated as required for final approval. The plans will be updated and revised for the Draft Project Report and Final Project Report.

Deliverables

- Geometric design plans for two (2) build alternatives
- Established Project Footprint

2.3 Drainage Assessment

CONSULTANT will identify drainage impacts including the improvements, relocation or realignment of adjacent channels, retention basins (i.e Sinclair Basin), storm drains, and determine the drainage improvements for on-site and off-site drainage facilities. Impacts on and replacement of these facilities shall be analyzed and included in the cost estimate. CONSULTANT shall review drainage master plans prepared by Riverside County Flood Control District and CITY. Freeway drainage shall be reviewed to assess the

adequacy of the existing systems. Freeway, County and CITY drainage systems (including pump stations) shall be reviewed and the impacts of the proposed alternatives on these facilities shall be studied. Necessary replacements and/or improvements including incorporation of Water Quality Best Management practices shall be reflected in the cost estimates.

CONSULTANT will prepare Location Hydraulic Study and Floodplain Evaluation Summary in accordance to Caltrans standards for two (2) build alternatives.

Deliverables

- Identification of Major Drainage Improvements on Layout Plans or, if required, individual drainage layouts
- Inclusion of Drainage Improvements in Cost Estimate
- Draft/Final Location Hydraulic Study
- Draft/Final Floodplain Evaluation Summary

2.4 Storm Water Data Report

CONSULTANT will develop the Storm Water Data Report for the two (2) build alternatives in conformance with current Caltrans requirements in the Caltrans Project Planning and Design Guide (July 2010). The SWDR will be developed in accordance to guidelines set forth for the PA / ED phase. The SWDR is to include the following information: Project description, identification of the receiving water bodies, geotechnical information, design pollution prevention and post-construction BMPs proposed, costs, and checklists. The SWDR will be signed by the Project Engineer, the District/Regional Design Storm Water Coordinator, the designated Landscape Representative, and approved by the Project Manager to verify that storm water quality design issues have been addressed, and the data is complete, current, and accurate.

Deliverables

- Draft/Final SWDR for PA/ED

2.5 Conceptual Stage Construction Plan

CONSULTANT will develop one (1) construction staging / traffic handling concept plan based upon the Ramp Closure Study. Any interim improvements identified in the Ramp Closure Study will be designed per the Highway Design Manual. CONSULTANT will develop one (1) construction staging / traffic handling concept plan based upon the interchange being open during construction if the full closure option is unfeasible based upon Ramp Closure Study. Conceptual construction staging / traffic handling concepts and exhibits shall be prepared to verify constructability and feasibility of traffic handling. The construction staging and traffic handling concept shall identify detour concepts that minimizes disruption and impacts to adjacent residents and businesses.

Deliverable

- One (1) Preliminary Stage Construction Design/Concept Plan based upon full closure of interchange during construction
- One (1) Preliminary Stage Construction Design/Concept Plan based upon interchange being open during construction

2.6 Preliminary Transportation Management Plan Data Sheet

CONSULTANT will develop Transportation Management Plan Data sheets for the two (2) build alternatives to be included in the Supplemental Draft Project Report and Final Project Report in accordance with Transportation Management Plan Guidelines, June 2009. The TMP shall identify methods for minimizing project-related traffic delays and accidents by implementing effective traditional traffic handling practices.

Deliverable

- Draft/Final TMP Data Sheets

2.7 Utility Assessment

CONSULTANT will identify proposed utility impacts associated with the two (2) build alternatives developed as part of this project. Existing major utilities shall be identified and shown using utility exhibits. Notifications will be prepared to obtain the latest planned utilities with the project limits. Existing utilities will be mapped using utility company as-builts and correspondence, and will be verified by visual inspection. This task will be performed in support of updated Utility Information Sheets for attachment to the Right of Way Data Sheets.

Deliverable

- Utility Information Sheet for two (2) build alternatives (for inclusion into ROW Data Sheets)
- Utility Conflict Map for two (2) build alternatives

2.8 Right of Way Data Sheets

CONSULTANT will assess right-of-way impacts for the two (2) build alternatives developed in the Draft Project Report. Right of Way Data will be prepared for the two (2) build alternatives in accordance with Caltrans standards and procedures, including Utility Information Sheets. CONSULTANT is an approved right of way consultant, will assist in evaluating and determining cost estimates for the Right of Way Data Sheets.

Deliverable

- Draft/Final Right-of-way Data Sheets for two (2) build alternatives
- Preliminary Right of Way Requirement Maps for two (2) build alternatives

2.9 Life Cycle Cost Analysis

CONSULTANT will prepare a Life Cycle Cost Analysis. CONSULTANT will utilize the current and updated Life Cycle Cost Analysis Procedures Manual, Project Development Procedures Manual (PDPM) and the Highway Design Manual, (6th Edition) to prepare and document life cycle costs for pavement for review and approval by Caltrans. Four pavement alternatives will be analyzed for the project. Each alternative will be analyzed using RealCost software provided by Caltrans to determine the initial construction costs, project support costs, future maintenance and rehabilitation costs, total agency costs, user costs, and total life cycle costs. The results of the approved LCCA from the PA/ED phase will be incorporated into the development of the Materials Report developed during the PS&E phase.

Deliverable

- Draft/Final Life-Cycle Cost Analysis

2.10 Preliminary Geotechnical Investigations and Evaluation

Initial Site Assessment Memorandum

The purpose of the Initial Site Assessment (ISA) is to evaluate potential recognized environmental conditions (RECs) on and around the proposed site/alternatives that would affect future project construction. The proposed ISA will be performed in general accordance with the current ASTM "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessments Process E 1527-05". The document will also be prepared under the ISA guidelines discussed in Chapter 18 of the Caltrans *Project Development Procedures Manual* dated February 28, 2006.

The ISA will include a site reconnaissance with photographic coverage, owner and user screen questionnaires, environmental database review, records search from Caltrans and local city agencies, completion of the Caltrans ISA checklist, and historical records review including aerial photographs and topographic maps. An illustrated ISA Report will be submitted that includes our conclusions and recommendations.

The property owners will be contacted at commencement of ISA activities so that access and interviews can be obtained in a timely manner. If the ISA identifies RECs that should be investigated, we will coordinate necessary project aspects with the Caltrans Environmental Engineering.

It was assumed that nine (9) parcels will be investigated for the purposes of the ISA.

An ISA cannot wholly eliminate uncertainty regarding hazardous environmental condition(s) at impacting a property. Performance of this ISA is intended to reduce, but not eliminate, uncertainty regarding the potential for hazardous environmental conditions at or impacting a property, and this practice recognizes reasonable limits of time and cost.

Aerially Deposited Lead Survey Memorandum

CONSULTANT will conduct an Aerially Deposited Lead (ADL) survey for the proposed alignments/alternatives. Our ADL sampling will consist of pre-sampling activities (including preparation of a work plan, a health and safety plan, and underground utility clearance), direct-push soil sampling, analytical laboratory testing for lead, statistical analysis and report preparation, as describe in the following subsections:

- Pre-Sampling Activities: CONSULTANT will prepare ADL Survey Memorandum to determine if ADL surveys will be required in coordination with CALTRANS. The project site will be qualitatively assessed for potential of ADL to exist along the SR-60 from Redlands Avenue to Gilman Springs Road. If ADL is present, CONSULTANT will prepare a Work Plan for this fieldwork and submit to Caltrans for their approval prior to the start of work. It should be noted that Caltrans may require additional sampling activities based on their review of the Work Plan. We will also prepare a Health and Safety Plan (HSP) for this fieldwork, in

compliance with the Occupational Safety and Health and Administration (OSHA) regulation 29 CFR 1910.120 and signed by a Certified Industrial Hygienist. We will mark proposed boring locations and Underground Service Alert (USA) will be contacted prior to our subsurface exploration, to designate underground utility locations.

- Direct-Push Soil Sampling: CONSULTANT previously conducted an ADL Survey to the SR-60 East-Bound Widening between Redlands Boulevard and Theodore Street in August 2008. CONSULTANT will use the information from this report to avoid duplicate sampling activities. Sampling intervals for this project are assumed to be 400 lineal-feet for a total of 34 borings. The borings will be advanced using a direct push truck-mounted drill rig, sampling soils at depths of ½-, 1-, 2- and 5-feet below existing exposed grade. The soil samples will be collected in acetate sleeves, placed in an ice-cooled chest for temporary storage and transported to laboratory certified by the California Environmental Laboratory Accreditation Program for analysis as described below. Traffic Control will conform to Caltran's Standard Plan T10 for shoulder closures.
- Analytical Laboratory Testing: Collected soil samples will be analyzed by a fixed based State Certified Laboratory for total threshold limit concentration (TTLC) lead by EPA Method 6010B. Samples with TTLC lead above 50 mg/kg but less than 1,000 mg/kg will be analyzed for Soluble Threshold Limit Concentration (STLC) by California (CA) Waste Extraction Test (WET) method using citric acid (WET-CITRIC). Samples that exhibit a TTLC exceeding 400 mg/kg but lower than 3,397 mg/kg will be analyzed with an additional CA WET method using deionized water (WET-DI). An additional 10% of random soil samples will also be analyzed for WET-CITRIC and WET-DI. Soil samples with TTLC lead > 1,000 mg/kg will also be analyzed by the Toxicity Characteristic Leaching Procedure (TCLP) by EPA Method 1311. An additional 10% of random soil samples will also be analyzed for TCLP if deemed necessary for the statistical analysis. For the purposes of this cost estimate, it is assumed that 20 soil samples will be analyzed for STLC WET-CITRIC, STLC WET-DI, and TCLP. In addition, 10% of the soil samples (12 soil samples) will also be analyzed for soil pH by EPA Method 9045.
- ADL Report: CONSULTANT will analyze field and laboratory data and prepare a letter-report summarizing results of this soil sampling and analysis. We will perform a statistical evaluation of these soil samples tested for lead to characterize the soil to an 80% confidence interval. This statistical analysis will be performed in accordance with SW-846, Chapter 9. Our report will include conclusions and recommendations and will be signed by a California registered Professional Geologist or Engineer (PG or PE).

Asbestos and Lead-Based Paint Sampling Memorandum

Purpose of this asbestos and lead-based paint sampling on the Theodore bridge (PM 21.37, Bridge No. 56-0488) is to look for hazardous materials that may require special handling or disposal during bridge demolition/modification/augmentation construction. CONSULTANT will research as-built and/or maintenance records for the bridge to determine the existence of potential asbestos containing materials within the existing bridge. CONSULTANT will oversee and coordinate asbestos and lead-based paint sampling by a qualified subcontractor. The following is a breakdown of our anticipated

scope of work for sampling and analysis of surficial materials obtained from the bridge structure.

- Provide required traffic control and scissors-lifts for this sampling.
- An HSA field representative will visit the bridge to establish appropriate sampling locations.
- We will then conduct an asbestos and lead-based paint survey in accordance with all applicable regulatory and professional requirements, in anticipation of structure demolition/modification/augmentation construction.
- Sampling locations will be digitally photographed.
- Provide written documentation of our survey including observations, evaluations/findings, photo exhibits and sample test results.

Destructive testing is not included in the above survey. If review of the maintenance documents do not provide sufficient information with regards to potential asbestos containing materials within the bridge structure (asbestos pipes within sidewalk similar to Nason Bridge), destructive testing may be warranted to further verify. This testing/potholing can be conducted at the time of the structure demolition by a licensed abatement contractor with appropriate precautionary measures. CONSULTANT will include as a provisional line item in the bid documents to verify the presence and disposal of such materials during construction.

Preliminary Materials Memorandum

CONSULTANT will prepare a preliminary materials report addressing the materials conditions and pavement design aspects based on exiting information and previous testing performed during design and construction of interim improvements of the exiting interchange. The report will generally follow the requirements of Topic 114 and Chapter 600 of Caltrans *Highway Design Manual* (HDM). Our report will be signed and stamped by a California licensed Geotechnical Engineer (GE).

Preliminary Geotechnical Design Memorandum

CONSULTANT will prepare a preliminary geotechnical design report based on exiting available information and those collected during design and construction of the adjacent Skechers building and interim improvements of the existing interchange. The collected information will be evaluated and provided in this preliminary GDR, including site geology, subsurface conditions, faulting and seismicity, corrosion potential, earthwork and grading (including slope gradients), roadway structural sections/pavement design, excavations, lateral earth pressures, material specifications, material sources and disposal. Our reports will be signed and stamped by a California licensed Geotechnical Engineer (GE) and a Certified Engineering Geologist (CEG). A site reconnaissance will be performed to observes surface conditions.

Preliminary Structures Foundation Report

CONSULTANT will prepare a preliminary SFR based on exiting bridge information and those collected during design and construction of the adjacent Skechers building and interim improvements of the exiting interchange. It is assumed that CONSULTANT will provide as-built information regarding existing bridge including previous LOTBs. The

collected information will be evaluated and provided in this preliminary SFR, including site geology, fault rupture, and the selection of specific foundation type for the bridge. Our report will be prepared in general accordance with Caltrans Guidelines (updated December 2009) and signed and stamped by a California licensed Geotechnical Engineer (GE) and a Certified Engineering Geologist (CEG).

Subsurface Fault Evaluation

The proposed SR-60/Theodore Street Bridge structure is located between a mapped un-named fault splay and the State of California Alquist Priolo fault hazard zone. This nearby zone contains the active Claremont segment of the San Jacinto Fault Zone. CONSULTANT will perform a subsurface fault evaluation to explore the proposed bridge structure. This study is proposed to further determine if active faulting exists within the northwesterly portion of the interchange which would "shadow" the bridge structure. This scope is not intended to completely review and evaluate the entire interchange area (off and on-ramps), but to provide an evaluation of the bridge structure area only. Based on previous nearby work, one approximately 300-foot long trench to an estimated depth of 15 feet is planned in the vacant field northwest of the bridge. CONSULTANT and CITY will obtain right of entry to perform this work. This trench location is selected to intercept a parallel projection of the mapped un-named fault, if it were to cross through the subject bridge structure. CONSULTANT will perform the following tasks:

- Coordination with CITY representatives for site access of equipment and location of the proposed trench.
- Obtain and review sequential pairs of historical aerial photos to evaluate geomorphic patterns that could be the result of past ground rupture/faulting.
- Dig Alert notification and site coordination.
- Trench excavation equipment, supervision and trench preparation (manual scraping off excavation smear), logging and review of approximately 300 lineal feet of fault trench to an approximate depth up to 15 feet below ground surface (bgs). The fault trench will be examined by a Certified Engineering Geologist and logged by a geologist at a detailed scale of 1 inch to 5 feet. If encountered, fault locations will be field staked for surveying purposes.
- Compaction equipment, compaction testing and associated laboratory testing during backfill of trench.
- Preparation of an illustrated report (4 copies plus pdf on CD) summarizing the results of the investigation. The report will address current geologic conditions and provide recommendations for additional studies (if needed) to be performed as additional work.

Deliverables

- Draft/Final Initial Site Assessment (Phase 1)
- Draft/Final Aerially Deposited Lead Survey
- Draft/Final Asbestos and Lead Based Paint Sampling
- Draft/Final Preliminary Materials Report
- Draft/Final Preliminary Geotechnical Design Report
- Draft/Final Preliminary Structures Foundation Report

- Draft/Final Subsurface Fault Evaluation Report

2.11 Structure Advance Planning Studies (APS)

The Advance Planning Study (APS) will be developed based upon the bridge structures for the two (2) build alternatives and SPGDR. Consideration will be given to span lengths, structure depth, column locations and types of footing supports, falsework requirements, vertical and horizontal clearance (ultimate and during construction), stage construction, railing types, including temporary rails, approach slabs, slope paving, and other controls. To ensure that traffic handling is given proper consideration in the early design stages, traffic handling and falsework assumptions will be identified including falsework openings during construction. This analysis shall be the basis for a preliminary cost estimate and include an analysis of construction feasibility for proposed structure improvements.

Deliverable

- Draft/Final Advance Planning Studies for two (2) structures

2.12 Conceptual Bridge Architecture

CONSULTANT will develop two (2) renderings/visual simulations of conceptual bridge architecture aesthetics for two (2) build alternatives. Two (2) bridge architecture concepts will be developed and applied to proposed bridges for build alternatives. Renderings will include unique bridge aesthetics details, such as faux cables, spires, etc to illustrate the vision for the Golden Triangle.

Deliverable

- Visual simulations for two (2) bridge aesthetics concepts
- Final concept plan for the APS
- Preliminary Cost Estimate

2.13 Preliminary Landscape and Aesthetics Plan

CONSULTANT will prepare one (1) preliminary landscape and aesthetics concept layout for two (2) build alternatives. The preliminary concepts will be based upon the Route 60 Corridor Master Plan for Aesthetics and Landscaping. It is assumed the SR-60/Theodore Street interchange is not a gateway interchange to the City. The purpose of the layout is to determine ground treatments, locations of water quality basins [Best Management Practices (BMP)] and determine impervious areas based on landscape and hardscape treatments. Landscaping and Aesthetics will be developed in accordance with CALTRANS and CITY standard maintenance requirements within the interchange. Final landscaping and aesthetics will be developed during PS&E using Aesthetics Committee and Workshop approach by CONSULTANT.

Deliverable

- Preliminary Landscape and aesthetics concept layout for two (2) build alternatives
- Preliminary Cost Estimate

2.14 Preliminary Cost Estimates

CONSULTANT will prepare cost estimates for the two (2) build alternatives to be analyzed in the Project Report. Project Report level cost estimates shall be prepared based on the preliminary engineering plans and in conformance with the Caltrans Project Development Procedures Manual (PDPM) Chapter 20.

Deliverable

- Cost Estimates for two (2) build alternatives

3.0 Fact Sheets for Exceptions to Design Standards Approved by Caltrans

3.1 Fact Sheets for Exception to Design Standards

The geometric designs will be checked using Caltrans Design Information Bulletin Number 78-02 (Design Checklist for the Development of Geometric Plans) and Design Information Bulletin Number 82-03 (Pedestrian Accessibility Guidelines for Highway Projects). Fact Sheets shall be developed to document reduced standard features within the two (2) build alternatives. Fact Sheets shall be prepared in conformance with the Caltrans Project Development Procedures Manual (PDPM) Chapter 21. It is assumed that this project will include Mandatory and Advisory standard design exceptions.

Exceptions to mandatory design standards will be prepared detailing nonstandard design elements. Revisions will be made as appropriate and documented in the Mandatory Fact Sheets. Mandatory Fact Sheets shall be prepared in conformance with PDPM Chap 21, Section 1. This scope assumes four (4) design exceptions to mandatory standards.

Exceptions to advisory design standards will be prepared detailing nonstandard design elements. Revisions will be made as appropriate and documented in the Advisory Fact Sheets. Advisory Fact Sheets shall be prepared in conformance with PDPM Chap 21, Section 3. This scope assumes four (4) design exceptions to advisory standards.

Deliverables

- Draft/Final Mandatory Fact Sheets
- Draft/Final Advisory Fact Sheets

4.0 Prepare and Circulated Draft Environmental Document

Environmental analyses will be performed for two (2) build alternatives to meet CEQA and NEPA requirements, and in accordance with the environmental review process for transportation projects, FHWA guidelines, and the Caltrans Standard Environmental Reference (SER). All technical studies and the environmental document will be reviewed by Caltrans. For purposes of this scope, one round of internal CONSULTANT project team review and two rounds of Caltrans review are anticipated for each deliverable.

CONSULTANT has prepared a PEAR that has been submitted to Caltrans for review but not approved (signed). The scope of work presented below is based on the draft PEAR and CONSULTANT's extensive knowledge of the project area.

An Environmental Document will be prepared in accordance with the Caltrans SER, FHWA Technical Advisory T6640.8A, and 23 CFR 771. This scope of work is based on the IS/EA Annotated Outline dated October 1, 2012). CONSULTANT will prepare an Environmental Document incorporating an environmental checklist, technical analyses, a discussion of critical environmental issues identified, an analysis of the cumulative effects of the project, mitigation measures, and a list of potential permits required. CONSULTANT shall prepare, as separate deliverables in advance of the screencheck draft ED Caltrans approval, the project Purpose and Need and the Project Description.

The Purpose and Need and Project Description that will be circulated to Caltrans for review and approval will be a concise document that is appropriate for use in the technical studies. The Caltrans SER IS/EA template requires a more expanded Purpose and Need and Project Description in Chapter 1 of the IS/EA, which will be developed later in the process.

4.1 Task Management and Meetings

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual environmental tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical and environmental documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures, including the 5-step NEPA QC process and QA/QC Design Checklists. CONSULTANT will attend and participate in fourteen (14) monthly PDT meetings. CONSULTANT shall prepare deliverables log and action items log. CONSULTANT shall report the progress of the work. Progress shall be based on physical percent complete such as number of drawings or deliverables

Deliverables:

- Attendance at bi-weekly project team conference calls
- Attend fourteen (14) PDT meetings
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Deliverables and Action Item Logs
- Milestone Progress Reports

4.2 Area of Potential Effects (APE) Map

In consultation with Caltrans, CONSULTANT will develop an Area of Potential Effects (APE) map on a base map provided by the project engineer. The APE map will depict the existing topography; grading limits; borrow and staging areas; temporary construction easements; existing and proposed right-of-way; existing and proposed roadway geometrics; utility relocations adjacent to project, not within a separate utility corridor; parcel boundaries and numbers, as needed; evaluated buildings and structures; a scale in U.S. Customary Units; a north arrow; sound and/or retaining walls, if any; conceptual Best Management Practices (BMPs); the APE boundary; a signature block; a legend; and

all other Caltrans format requirements per the SER (January 2011). Per Caltrans, the map will be at scale of 1 inch = 200–400 ft (a scale of 1 inch = 200 ft is preferable). The map identifies the entire area that is archaeologically and architecturally surveyed for the project.

Deliverables

- Draft/Final Area of Potential Effects (APE) Map

4.3 Water Quality Assessment Report (WQAR)

CONSULTANT will prepare a WQAR for the project that follows the Caltrans November 2011 Water Quality Assessment Report Content and Recommended Format. The WQAR will discuss watershed characteristics, groundwater hydrology, regulatory requirements, pollutants of concern, and receiving waters conditions, objectives, and beneficial uses. The report will also discuss design pollution prevention Best Management Practices (BMPs), construction site BMPs, and treatment BMPs that are applicable to the project alternatives per Caltrans Storm Water Quality Handbooks Project Planning and Design Guide. Information to be obtained from the SWDR and incorporated into the WQAR includes, but is not limited to, proposed BMPs, disturbed soil area, and new impervious surface area for each alternative. The project's potential impact on water quality will be evaluated and mitigation measures necessary to prevent adverse water quality impacts will be identified. In addition, rough hydrologic calculations (suitable for determination of estimated storm water runoff volumes) based upon topography and preliminary engineering plans will be provided by the project engineer and incorporated into the WQAR.

Deliverables:

- Draft/Final WQAR

4.4 Noise Study Report

CONSULTANT will address issues related to the traffic noise impact for use in the Environmental Document. A Noise Study Report (NSR) will be prepared to analyze two (2) build and a no build alternatives. The study will comply with Caltrans Traffic Noise Analysis Protocol (August 2011) requirements. Tasks to be completed by CONSULTANT include:

- Conduct a site visit to identify frequent human use areas, existing property walls, existing noise sources, and possible locations for the noise barriers.
- Prepare a work plan for Caltrans review and approval. The work plan will identify noise measurement sites, land use type in the study area, study methodology, and traffic volumes that will be used for the noise impact analysis.
- Conduct short-term noise measurements to determine the existing background noise levels in the study area and to calibrate the traffic noise model. Noise measurements will be conducted in accordance to the guidelines specified in the Caltrans' Technical Noise Supplement - A Technical Noise Supplement to the Traffic Noise Analysis Protocol (TeNS). Noise measurements will be conducted using Type 1 (precision) noise monitoring equipment. Traffic volumes will be recorded during short-term noise measurements which will be used to calibrate the traffic noise model.

- Use the FHWA Traffic Noise Model (TNM) version 2.5 to compute traffic noise levels of the future two build alternatives and the future no build alternative when there are existing major roadways in the proposed alignment. Areas where the traffic noise levels would approach or exceed Noise Abatement Criteria will be identified.
- Use the Level of Service C/D volumes for the main lanes and the actual 2035 traffic volumes for the ramps to determine traffic noise impacts. However, ramp traffic will be capped at 1,000 vehicles per hour per lane.
- Identify noise barriers that would provide feasible noise abatement for the impacted frequent human use areas.
- Conduct reasonableness analysis in accordance with Caltrans guidelines to determine the reasonableness cost allowance for the feasible noise barriers.
- Analyze construction noise and vibration impacts in general terms because detailed construction activities and their sequences will not be available at the time of the study.
- Prepare a Noise Study Report to summarize noise measurement results, noise impact analysis results, feasible noise abatement measures, and reasonableness cost allowance for each feasible noise barrier. Figures will also be prepared that will show noise measurement sites, noise modeling sites, land use, as well as the location and minimum heights of the sound walls that would provide feasible abatement.
- Prepare a noise section of the environmental document to present the results of the noise impact analysis and proposed mitigation measures to minimize noise impacts.

Deliverables:

- Draft/Final NSR

4.5 Noise Abatement Decision Report (NADR)

CONSULTANT will prepare a Draft Noise Abatement Decision Report (NADR) following criteria described in the California Traffic Noise Protocol for New Highway Construction and Reconstruction Reports, and the Technical Noise Supplement (TeNS). To determine whether a noise abatement measure is reasonable, CONSULTANT will evaluate noise reduction design goal and conduct a cost-benefit analysis. Additionally, soundwall surveys will be prepared for review by Caltrans for properties which would be affected by soundwall construction. The approved soundwall surveys will be mailed to affected property owners during the public review period of the Draft ED.

A Final NADR will be prepared that incorporates the results of the soundwall surveys and final determinations regarding reasonable and feasible walls. The NADR is a design document that must be signed by the Project Engineer.

Deliverables:

- Draft/Final NADR

4.6 Visual Impact Assessment (VIA)

Pursuant to the California Department of Transportation (Caltrans) Standard Environmental Reference (SER), CONSULTANT will provide a Visual Impact Assessment (VIA) that is consistent with the guidelines set forth by the *Federal Highway Administration Visual Impact Assessment for Highway Projects Guidelines*. The VIA report will be prepared consistent with the Caltrans Landscape Architecture Program's recommended Moderate VIA Annotated Outline. CONSULTANT assumes that two build alternatives will be analyzed as part of this scope of work. The analysis will discuss the following issue areas:

- Environmental Baseline Conditions – The existing visual setting will be qualitatively discussed for the project area. An inventory of existing conditions will also be documented by a site visit. CONSULTANT will also document the existing conditions from potential Key Views, as seen from within and to the project site. Key Views represent areas within sensitive viewer locations within and surrounding the project site, which also have views to the project features. This task assumes that up to four (4) Key Views will be selected for the project. A discussion of existing visual classification areas will also be provided.
- Visual Resource Analysis – Pursuant to Federal Highway Administration (FHWA) guidelines, CONSULTANT will analyze the existing visual character (i.e., form, line, color texture, dominance, scale, diversity, and continuity) and quality (i.e., vividness, intactness, and unity) from each Key View (up to four [4] Key Views will be considered for the project). CONSULTANT will consider the visual resource change for each Key View for each of the two build alternatives. The resultant visual change from baseline conditions will be discussed, as seen from surrounding public viewers.
- Summary of Resultant Visual Impacts – This analysis will summarize the resultant visual impacts from the proposed project (per visual assessment unit). The project's overall temporary construction, project operations, and cumulative conditions will also be considered. Avoidance, minimization, and/or mitigation measures will be recommended to reduce the visual impacts from the project and alternative, if any. Last, the resultant significance of visual impacts will be determined.
- Avoidance, Minimization, and Mitigation – CONSULTANT will provide a listing of potential avoidance, minimization, and/or mitigation measures to reduce any potential adverse impacts that may result as part of the proposed project.

Photosimulations. CONSULTANT will select preliminary Key Views for the proposed project, in consultation with Caltrans staff. Upon project kickoff, CONSULTANT will schedule site reconnaissance. At this time, professional photographs will be taken at multiple locations with a Fuji GX617 Panoramic camera providing a 2.25 x 6 inch film transparency. Back-up shots will be taken using a Nikon D1X digital camera. CONSULTANT will provide Caltrans staff with the preliminary photographs, at which time Caltrans will comment and approve up to four (4) Key View photographs for the project, which will then be simulated for the project.

Two (2) three-dimensional (3D) computer models will be prepared to simulate the project from up to four (4) Key Views. This scope assumes that two build alternatives

will be simulated. Site topography, paving, and landscape will be modeled at a level of detail that includes curb and gutter drainage swales, fences, and other significant objects. The various objects in the model will also be assigned color and material textures. The rendered subject will be superimposed into a photograph and foreground objects will be masked.

Viewshed Mapping. A viewshed analysis will be performed to determine potential areas that the proposed improvements would be visible within a one-mile radius. The data for the viewshed map will be created using Geographic Information System (GIS) technology and will include Digital Surface Model (DSM) data, which takes into account view blockage resulting from existing structures and vegetation. When the viewshed is completed, each cell within the viewshed will be given colored value to represent areas that can view the project site versus areas that cannot view the project site.

Graphics. In order to enhance the written text and clarify the viewshed and Key View locations, CONSULTANT will create 12 photosimulation exhibits that will depict both the existing and proposed conditions as well as a viewshed map exhibit.

Deliverable

- Draft/Final Visual Impact Assessment

4.7 Farmland Technical Memorandum

According to the California Department of Conservation's 2010 map denoting *Riverside County Important Farmland*, the northeastern quadrant of the project site is designated as Prime Farmland and Farmland of Statewide Importance. If farmlands will be disrupted by the proposed project, CONSULTANT will prepare Form AD 1006 for submittal to Caltrans. The results determine if mitigation will be required. The Land Evaluation and Site Assessment (LESA), originally developed by the NRCS, will be used for quantifying the merits of retaining, in agricultural use, parcels proposed for conversion.

Deliverables:

- Draft/Final Farmland Technical Memorandum

4.8 Draft Relocation Impact Statement (DRIS)

A Draft Relocation Impact Statement (DRIS) will be prepared in accordance with Chapter 602, Relocation Impact Documents, of the Caltrans Relocation Assistance and Housing Procedures Manual. This task includes a site visit, research, and preparation of the DRIS, including exhibits. The study will include the following items for all alternatives being studied:

- Number and type of residential and nonresidential displacements
- Current and anticipated availability of relocation resources
- A discussion of any relocation problems specific to this project, along with suggested solutions to those problems

After a preferred alternative has been selected, if required, a Final Relocation Impact Statement (FRIS) will be prepared in conjunction with the final environmental document.

Both the DRIS and the FRIS depend upon the provision of accurate Right of Way Data Sheets prepared by CONSULTANT. Interviewing the affected owners and tenants and appraising the displaced properties, or portions thereof, shall be the responsibility of Caltrans as they are typically done after completion of the PA/ED phase.

Deliverables:

- Draft/Final Relocation Impact Statement

4.9 Air Quality Analysis Report (AQA)

CONSULTANT will conduct an air quality analysis to satisfy CEQA, state and federal environmental requirements, and conformity provisions of the Clean Air Act Amendments (CAAA) to support the environmental document. The proposed project is located within the South Coast Air Basin (SCAB) region of Riverside County. Therefore, the project is subject to the South Coast Air Quality Management District's (SCAQMD) rules and regulations.

The Air Quality Analysis Report will be prepared in accordance with the following protocols/guidelines: Caltrans Transportation Project-Level Carbon Monoxide Protocol, FHWA/EPA Transportation Conformity Guidance for Quantitative Hot-spot Analyses in PM2.5 and PM10 Nonattainment and Maintenance Areas, FHWA Interim Guidance on Air Toxic Analysis in NEPA Documents, and Caltrans' policy on greenhouse gas emissions. The Air Quality Report will also analyze and discuss the presence/ absence of asbestos-containing structures/roadway affected by the Project and construction-related impacts. In addition, the proposed project's short-term construction and long-term operational impact on global warming and climate change will be discussed.

The Air Quality Report will include the project listings from the latest Regional Transportation Plan (RTP), Federal Transportation Improvement Program (FTIP), and Federal Statewide Transportation Improvement Program (FSTIP) and describe how the proposed project is consistent with those listings. The Air Quality Report will make a final determination whether the build alternatives will conform to applicable state and federal air quality plans. Mitigation measures will be defined for any construction and/or operational impacts that are identified. Coordination with EPA, Caltrans, and FHWA through SCAG's Transportation Conformity Working Group (TCWG) will be necessary to ensure that the proposed project would not violate/exacerbate air quality in the SCAB.

In addition to the air quality analysis, CONSULTANT will prepare the "Conformity Analysis Documentation for Project-Level Conformity Determinations in Metropolitan Nonattainment/Maintenance Areas" required for NEPA delegation.

Deliverables:

- Draft/Final TCWG PM Hot Spot Form
- Draft/Final Air Quality Report

- Draft/Final Air Quality Report
- Draft/Final Air Quality Conformity Report and Checklist

4.10 Paleontological Identification Report and Paleontological Evaluation Report (PIR/PER)

Paleontological Identification Report/Paleontological Evaluation Report (PIR/PER) will be conducted/prepared per the guidelines set forth in The State of California Department of Transportation (Caltrans) *Standard Environmental Reference (SER), Environmental Handbook (EH), Volume 1, Chapter 8 – Paleontology* (Revised February 2012[3]); and guidelines developed by the Society of Vertebrate Paleontology (SVP, 1995[4] and 2010[5])

This scope of work for paleontological resources includes the initial tasks that are required for this project. If findings are positive, a budget augment may be necessary to prepare additional reports that may be required by the Caltrans *SER, EH, Volume 1, Chapter 8 – Paleontology,* such as a Paleontological Mitigation Plan (PMP). The tasks that will be completed under the Paleontology Resources Scope are as follows:

- **Locality Search.** CONSULTANT will conduct a geological and paleontological literature and locality review through the San Bernardino County Museum (SBCM), and records maintained by CONSULTANT. All information will be summarized in the Paleontological Investigation Report (PIR).
- **Field Survey.** Depending on the results of the locality search, CONSULTANT will complete a windshield or pedestrian survey of the project footprint. The purpose of the survey is to confirm the geology as it has been mapped, confirm the presence of any localities that may have been recorded, and to determine if there might be any unrecorded localities within the project footprint. Results will be summarized in the PIR.
- **Paleontological Investigation Report (PIR).** CONSULTANT will prepare a PIR. This report will detail results of the locality search, the geological investigation, and the field survey. The PIR will assess whether there are known or reasonably anticipated paleontological resources within the project footprint. If so, based on the description of proposed work and excavation parameters, the report will determine whether or not project excavation will impact those resources.
- **Paleontological Evaluation Report (PER).** CONSULTANT will prepare a PER. This report is usually combined with the PIR and is prepared when the PIR determines that there is potential for paleontological resources to be

[3] http://www.dot.ca.gov/ser/vol1/sec3/physical/Ch08Paleo/chap08paleo.htm

[4] Society of Vertebrate Paleontology. 1995. *Assessment and Mitigation of Adverse Impacts to Nonrenewable Paleontologic Resources: Standard Guidelines.* Society of Vertebrate Paleontology *News Bulletin*, No. 163, January 1995: 22–27.

[5] Society of Vertebrate Paleontology. 2010. *Standard Procedures for the Assessment and Mitigation of Adverse Impacts to Paleontological Resources* Society of Vertebrate Paleontology. Impact Mitigation Guidelines Revision Committee. Pages 1–11.

encountered during excavation for the project. The PER will determine: (1) the Department's legal responsibilities; (2) the necessity for involving other agencies and stakeholders; (3) whether the resource can be avoided (regardless of its potential significance); and (4) the significance of the resource. If significant resources are identified, the PER will make recommendations on how to mitigate any impacts such as avoidance or preparation of additional studies such as a PMP.

The PIR and PER are often combined into a single document. The PIR and PER must be completed prior to Project Approval/ Evaluation Documentation (PA/ED) in order to minimize construction delays. If required, the PMP must be completed prior to the beginning of construction. The purpose of the PIR is to identify if resources may be present within the project area, the purpose of the PER is to evaluate the significance of the resources, if they are determined to be present, and the purpose of the PMP is to develop mitigation, for those significant resources.

Occasionally the PIR/PER will determine that despite the results of the literature search, it is unlikely that the project will encounter significant resources during construction. This may be due to sediments or rock units in the project area not being sensitive for paleontological resources (such as being too young <10,000 years, or being a rock unit like granite or a metamorphic rock that do not contain fossils); or previous construction in the area removing the sensitive sediments, or burying the sensitive sediments with fill deeper than depths that which will be encountered during the project. In these cases, a PMP will not be required, and the reason will be specified in the PIR/PER.

Deliverables

- Draft/Final PIR/PER

4.11 Archaeological Survey Report (ASR)/Historical Property Survey Report (HPSR)/Historical Evaluation Report (HER)

All tasks and documents are scoped to be completed per the guidelines set forth in the California Department of Transportation Standard Environmental Reference *Caltrans Environmental Handbook, Volume 2, Cultural Resources* (February 3, 2012) and the Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California (January 2004; Caltrans PA).

Native American Consultation. As directed by Caltrans, CONSULTANT will conduct Native American consultation per Section 106 of the National Historic Preservation Act. This will include contacting the Native American Heritage Commission for (1) a search of its Sacred Lands File, and (2) a list of parties with cultural ties to the APE. All parties will receive a letter describing the project and inviting comments on cultural resource concerns. Each unanswered letter will be followed by up to two telephone calls and/or emails. A summary of the Native American consultation will appear in the Historic Property Survey Report (HPSR) and the Archaeological Survey Report (ASR).

Records Search. CONSULTANT will conduct an archaeological and historical records review and literature search through the San Bernardino Archaeological Information Center of the California Historical Resources Information System, located at the San Bernardino Museum in Redlands, California. The records search will include a 1-mile radius around the APE. All pertinent references will be reviewed, and the extent of previously recorded sites, surveys, and excavations within and immediately adjacent to the APE will be determined. All information will be summarized in the appropriate Caltrans report.

Archival Research/Historic Outreach. CONSULTANT will complete research at various repositories and archives for the properties within the APE to determine dates of construction for any buildings and structures. In addition, CONSULTANT will conduct research that will lead to the preparation of a historic context and recommendation of eligibility for the National Register of Historic Places. CONSULTANT will also determine whether any cultural resources qualify as historical resources under CEQA. As required by Caltrans, outreach will be conducted with local historical societies and similar groups. CONSULTANT stipulates that research will be conducted for up to two historic-period (45 years of age or older) cultural resources. If additional cultural resources are identified within the APE, additional research and budget may be required.

Field Surveys. CONSULTANT will complete both an archaeological and an architectural field survey of the APE. The purpose of the surveys is to document respective resources that are previously unrecorded, as well as to update existing State of California Department of Parks and Recreation forms (Series 523; DPR) for previously recorded resources. It is expected that findings will be negative for archaeological remains (i.e., there will be no sites requiring an extended Phase I survey). If historic-period resources are identified in the project APE they will require documentation and evaluation unless they meet the criteria for exemption provided in the Caltrans PA. Typically, extensively altered resources are exempt from evaluation. This scope assumes up to 2 properties will require evaluation. If the number of properties requiring evaluation is different, then CONSULTANT will request additional budget authorization from the CITY before proceeding with any out of scope work.

Historic Property Survey Report (HPSR). CONSULTANT will prepare an HPSR, the cover document for all cultural reports that are required. This report will summarize all archaeological, architectural, historical, and Native American concerns. The APE map will be attached to the HPSR.

Archaeological Survey Report (ASR). CONSULTANT will prepare an ASR that details results of the records search and archaeological field survey.

Historical Resources Evaluation Report (HRER). CONSULTANT will prepare an HRER. The report will be completed to document and evaluate a maximum of 2 built environment resources within the APE. This report will include research and field methods used in identifying cultural resources, the historic resources identified in the project APE, the historic contexts based on the types of cultural resources identified, and the significance evaluations for each resource.

Deliverables:

- Draft/Final HPSR including:
- Draft/Final ASR;
- Draft/Final HRER (with DPR forms); and
- Native American consultation record (includes sample letters, phone logs, etc.).

4.12 Jurisdictional Delineation (JD) Report

A focused wetland/jurisdictional delineation will be completed by CONSULTANT according to Corps and CDFW criteria. Wetland delineations for Section 404 purposes must be conducted according to the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0) (USACE 2008) and the Corps of Engineers Wetlands Delineation Manual (Environmental Laboratory 1987). We anticipate that a routine delineation, tailored to the site characteristics, will be adequate. A jurisdictional "waters of the U.S." determination will also be completed according to the current Corps standards. Further, the extent of any streambed and associated riparian areas subject to review by the CDFW under Section 1602 of the Fish and Game Code will be determined. The recommended time for conducting the jurisdictional delineation is between January and March. The results of the draft jurisdictional delineation/determination will require verification and approval by the Corps and CDFW.

A technical report will be prepared presenting the results of the jurisdictional delineation. The report will be suitable for submittal to the involved agencies for purposes of future permit application and for inclusion as a technical appendix in the environmental document. Accordingly, the report will identify and quantify jurisdictional areas and features by alternative, including a breakdown of wetlands and non-wetland waters of the U.S., as well as an estimate of permanent and temporary impacts resulting from the discharge of fill material into jurisdictional waters of the U.S.

The jurisdictional waters delineation, consisting of a map in the appropriate scale and data forms will be submitted to the Caltrans for review and approval.

Deliverables:

- Draft/Final Wetlands Delineation Report
- Rapanos Form

4.13 Natural Environment Study (NES)

The biological resources studies for the proposed project will be conducted in accordance with Caltrans guidance to satisfy the requirements of CEQA and NEPA. The biological resource studies will also consider the requirements regarding covered species and covered activities identified in the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) which is relevant to the proposed project.

The MSHCP serves as a comprehensive, multi-jurisdictional Habitat Conservation Plan pursuant to Section 10(a)(1)(B) of the FESA of 1973 and the Natural Communities Conservation Plan (NCCP), focusing on the conservation of species and their associated habitats in western Riverside County. The MSHCP is utilized to allow participating

jurisdictions to authorize the "take" of both the plant and wildlife species identified within the MSHCP area. Regulation of the "take" of threatened, endangered, and rare species is authorized by the Wildlife Agencies (USFWS and CDFW), which allow "take authorization" for otherwise lawful actions (e.g., public and private development) in exchange for the assembly and management of a coordinated MSHCP Conservation Area. Caltrans is obligated to specific conditions, as described in Section 13.8 of the MSHCP Implementation Agreement, including providing an analysis of riparian/riverine and special status species (including Criteria Area and Narrow Endemic Plant species in context with the MSHCP).

Under the requirements of the MSHCP, certain studies or analyses and reports may be required to ensure that the project has achieved consistency with all MSHCP requirements. MSHCP requirements vary depending on the project location, the specific MSHCP conservation needs identified for that location, and the biological resources present on or adjacent to the project site. For this project, studies and findings will include: focused species surveys, a jurisdictional delineation, MSHCP Equivalency Finding, MSHCP Determination of Biologically Equivalent or Superior Preservation (DBESP), and functions and values analyses for any riverine/riparian areas or vernal pools.

Caltrans is a participating jurisdiction, or a "Permittee" of the MSHCP, and receives "take" authorization, as long as the project is in compliance with the MSHCP. However, if a non-participating entity requires a take permit from the USFWS in Riverside County, Section 7 Consultation would be required for those impacts. However, the USFWS has agreed that this Section 7 Consultation would be an expedited consultation process and would not require any additional mitigation beyond that required under the MSHCP.

CONSULTANT will conduct a literature review to assist in determining the existence or potential occurrence of sensitive plant and animal species on site or in the vicinity. Federal and State lists of sensitive species and current database records, including the *California Natural Diversity Data Base* (CNDDB) (California Department of Fish and Wildlife [CDFW], 2013) and the California Native Plant Society's *Electronic Inventory of Rare and Endangered Vascular Plants of California* (Skinner, et al., 2013) will be examined. In accordance with Caltrans guidelines, CONSULTANT will be available to assist Caltrans with a letter request to the U.S. Fish and Wildlife Service (USFWS) for a list of threatened and endangered species known from the project vicinity. The results of the records search will be summarized in a table and included in the NES. The Biological Study Area (BSA) will be determined through coordination with the Caltrans biologist.

To verify the CNDDB search for listed and special status species, the field work will be conducted by qualified biologists in order to document the presence/absence of sensitive biological resources (e.g., plant and animal species and habitats) or to determine the potential for occurrence of such resources that may not be detectable when the field work is conducted. The location of any sensitive biological resources present on site, including plants and plant communities, will be mapped. In addition, a discussion of any areas that may be considered wetlands or jurisdictional waters will be addressed in the Natural Environment Study (NES).

CONSULTANT will prepare an NES that will include a description of the field methods used and the results of the biological assessment of the project area. The report will include a list of plant and animal species present within the project area and a general description of the plant communities occurring. If any sensitive resources are found on site, CONSULTANT will prepare and include in the NES a graphic displaying the location of the sensitive plant communities on site and any sensitive biological resources observed. Tables describing sensitive species and their habitats that are present or potentially present will also be provided in the report. The report will also identify and assess project impacts on the existing biological resources, including any sensitive species. Conceptual mitigation measures will also be included as necessary. Specific restoration plans are not included in this scope. Regulatory permitting is not included in this scope of work, but can be added at the request of the CITY.

The proposed scope of services includes preparation of a draft NES to be reviewed by the CITY and Caltrans. CONSULTANT will prepare and distribute up to five copies of the NES for each of the two review cycles before the final is submitted. CONSULTANT will respond to comments and update the NES as needed for completion of each cycle.

Vegetation Mapping and Field Surveys

Field surveys will be conducted in accordance with the requirements of the applicable survey protocols of the United States Fish and Wildlife Service (USFWS) and the California Department of Fish and Wildlife (CDFW). A site survey concentrating on the State's right-of-way will be conducted by qualified biologists to map vegetation communities within the State right-of-way. Vegetation will be mapped within the right-of-way boundaries to adequately address any potential biological resources in the study area to satisfy CEQA and NEPA requirements.

Focused Burrowing Owl Surveys

The project is within the burrowing owl survey area of the MSHCP. The burrowing owl is a California Species of Concern and a covered species under the MSHCP. The MSHCP requires surveys for burrowing owl in areas with suitable habitat during the early planning stages of projects to identify occupied areas that may be desirable for acquisition for the MSHCP Conservation Area. Suitable habitat for the burrowing owl consists of grasslands, croplands, playas, and vernal pools.

CONSULTANT will conduct an habitat site assessment (HSA) of the burrowing owl BSA according to the California Burrowing Owl Consortium Survey Protocol and Guidelines (survey protocol), which is endorsed by both CDFW and USFWS. Surveys will be conducted between February 1 and August 31 at transect intervals sufficient to provide 100 percent coverage of all potential habitat. Areas of suitable habitat will be surveyed for the presence of burrows that could be used by the burrowing owl. Potential burrows will be mapped and surveyed during four separate visits, on four separate days, to determine whether the burrowing owl is present on site. Preconstruction surveys for burrowing owl are not included in this scope of work.

Focused Survey for Riparian Birds

An HSA for riparian birds will be conducted within the entire project study area, as

required under the MSHCP. Preliminary review of the aerial photographs for the project area shows a vegetated drainage course along the southeastern portion of the project. This drainage may provide potential suitable habitat for the least Bell's vireo *(Vireo bellii pusillus)* (LBV). Focused surveys for LBV will be required to be in compliance with the MSHCP and in order to determine presence/absence for Section 7 consultation with the USFWS. Focused surveys for the other MSHCP riparian birds (southwestern willow flycatcher and yellow-billed cuckoo) are likely not required, which are anticipated to be confirmed by the results of the HSA. Focused surveys for LBV and other species, if required, will be conducted according to the latest USFWS protocol. The survey results will be valid for a period of at least one year. Focused surveys will be conducted eight times, with a minimum of 10-day intervals, during the period from May 20 to July 31. Focused surveys for riparian bird species in more than two acres of the study area are not included in this scope.

Focused Small Mammal Surveys

The eastern end of the project, near Gilman Springs Road, is within the MSHCP designated survey area for Los Angeles pocket mouse (LAPM). CONSULTANT will conduct an HSA of the designated survey area within the project according to small mammal survey protocol. If suitable habitat for Los Angeles pocket mouse is identified during a habitat suitability assessment for this species, focused surveys will be required for the project, and are included in this scope and budget.

If the project results in ground disturbance within the MSHCP designated survey area for LAPM, it is likely that focused surveys will be required. It is anticipated that a single complete survey (five consecutive nights of trapping) will be sufficient to determine the presence or absence of this species in the small mammal biological study area (BSA). Focused surveys will be conducted according to accepted state survey protocols between May 1 and September 15. Surveys for LAPM are contingent on weather and nighttime temperatures. Inclement weather or nighttime temperatures below 50 degrees Fahrenheit may delay trapping efforts. Walkover and trapping surveys will be conducted by biologists qualified under CDFW permits for working with the LAPM.

Habitat Site Assessment for Fairy Shrimp

Due to project activities occurring solely within the existing right-of-way, it is not anticipated that any vernal pools are present and that no focused surveys for Riversidean and vernal pool fairy shrimp will be required. However, in order to be in compliance with the MSHCP, an HSA of the project study area will be performed using the results of the vegetation mapping, botanical surveys, and aerial photographs to identify areas for which focused surveys for Riversidean and vernal pool fairy shrimp may be required.

If a focused fairy shrimp survey is required, this may impact the CITY's desired schedule. A complete survey consists of two wet season surveys within a 5-year period, or a wet season survey immediately preceded or followed by a dry season survey. Dry season surveys require special written authorization from the United States Fish and Wildlife Service (USFWS) and are not always permitted. If the HSA determines the need for a focused fairy shrimp survey, a separate scope and fee for the focused fairy shrimp surveys will be provided.

Habitat Site Assessment for Bats
CONSULTANT will conduct a bat assessment at the bridge structure over SR-60 in order to address potential project effects on bats, as well as to identify any appropriate mitigation measures. A qualified biologist will conduct a daytime inspection of the bridge structure for evidence of use by bats. Evidence of bats includes the presence of guano, urine staining, bat vocalizations, and the presence of bats themselves. Efforts will also be made to identify the types of bats utilizing the project site. The results of the bat assessment, including potential project impacts and mitigation measures, will be included in the NES. Although a bat assessment is not required under the MSHCP, it is recommended in order to satisfy CEQA requirements for special-interest species.

MSHCP Consistency Report. CONSULTANT will prepare a stand-alone MSHCP Consistency Report as an Appendix to the NES. The report will identify any requirements pursuant to the MSHCP objectives including the following:

- Conservation Requirements including Compliance with Criteria Cells and Public/Quasi-Public Lands conservation;
- Riparian, Riverine, Vernal Pool Conservation Objectives;
- Habitat assessments and/or surveys for sensitive species within specified survey areas (such as least Bell's vireo, Los Angeles pocket mouse, or endangered fairy shrimp); and
- Urban Wildland Interface Guidelines.

The site visit for the NES and focused surveys discussed above will be utilized for the preparation of the MSHCP Consistency Report. The MSHCP Consistency Report will be submitted for approval by Caltrans, as Caltrans is a Permittee of the MSHCP. If the project will affect any of the above conservation objectives, the project will be required to go through the Joint Project Review (JPR) process with the Regional Conservation Authority (RCA), as discussed below in Task 3.12.7.3.

The project is a Covered Activity under the MSHCP and is specifically called out as a Planned Facility in Table 7-4 of the MSHCP. The project is not located within Criteria Cells designated for conservation by the MSHCP. The MSHCP Consistency Assessment will be included as a separate section in the NES. The Determination of Biologically Equivalent or Superior Preservation (DBESP), as discussed below will be an appendix to the NES.

Determination of Biologically Equivalent or Superior Preservation Report. A Determination of Biologically Equivalent of Superior Preservation (DBESP), including an analysis of functions and values of riparian/riverine areas, may be required if there are riverine/riparian areas, vernal pools, or if the least Bell's vireo or Los Angeles pocket mouse are present on the site, which will be affected by the proposed project. The DBESP shall include the following information:

- Definition of the project area.

- A written project description, demonstrating why an avoidance alternative is not possible.
- A written description of biological information available for the project site including the results of resource mapping.
- Quantification of unavoidable impacts to riparian/riverine areas and vernal pools associated with the project, including direct and indirect effects.
- A written description of project design features and mitigation measures that reduce indirect effects, such as edge treatments, landscaping, elevation difference, minimization and/or compensation through restoration or enhancement.
- A finding demonstrating that although the proposed project would not avoid impacts, with proposed design and compensation measures, the project would be biologically equivalent or superior to that which would occur under an avoidance alternative without these measures, based on one or more of the following factors:
- Effects on Conserved Habitats;
- Effects on the riparian/riverine species listed in MSHCP Section 6.1.2; and
- Effects on riparian linkages and function of the MSHCP Conservation Area

Copies of the DBESP will be provided to the CDFW and USFWS for a 60-day review and response period.

Joint Project Review. Project design and potential impacts to riparian vegetation and special species survey areas within the proposed project area will be subject to Joint Project Review (JPR) by the Regional Conservation Authority (RCA). The RCA reviews the Local Lead Agency's determination for compliance with the MSHCP conservation objectives and other MSHCP requirements. The JPR includes a 60-day period for the USFWS and CDFW for review of the DBESP report. This review is intended to achieve a project design that will be acceptable for subsequent permit issuance by the USFWS and CDFW.

If a JPR is required, CONSULTANT will coordinate with the RCA to ensure the project complies with MSHCP conservation objectives and other MSHCP requirements. CONSULTANT will coordinate with the project team and respond to comments from the RCA, USFWS, and CDFW, as required. This scope includes 40 hours for coordination time and meetings during the JPR process.

Deliverables:

- Draft/Final NES

4.14 Categorical Exemption/Categorical Exclusion for Geotechnical Borings

To provide information needed for preliminary design, geotechnical boring activities will need to be conducted as an early task in the engineering effort. CONSULTANT will prepare a Class 6 Categorical Exemption pursuant to Section 15306 of the CEQA Guidelines for Caltrans approval and a Federal Categorical Exclusion pursuant to SAFETEA-LU Section 6004 for approval by Caltrans. CONSULTANT will provide Caltrans

10 copies of the CE/CE. Once the CE/CE is approved CONSULTANT will file it with the State Clearinghouse and Riverside County Clerk.

Deliverable:

- CE/CE for Geotechnical Borings

4.15 Screencheck Draft IS/EA

The Screencheck Draft IS/EA will incorporate the environmental checklist, technical analyses, a discussion of critical environmental issues identified, an analysis of the cumulative and indirect effects of the project, proposed mitigation measures, an environmental commitment record (ECR) and a listing of environmental (and related) permits required for implementation of the project. CONSULTANT will not proceed with this task until the appropriate environmental document, including NEPA CE, is considered and discussed with CALTRANS and CONSULTANT is authorized by the CITY to proceed with this task. Tasks to be completed by CONSULTANT include:

- Prepare a Screen-check Draft IS/EA following the guidance stated above;
- Prepare an Environmental Document Preparation and Review Tool and an External Quality Control (QC) Certification for submittal to Caltrans along with the Screen-check Draft IS/EA;
- Revise Screen-check Draft IS/EA per Caltrans' comments and submit for review and/or approval (Up to 5 hardcopies and 5 CD ROMs); and
- Resolve any additional comments in a workshop setting.

Deliverables:

- Screen-check Draft IS/EA with Environmental Document Preparation and Review Tool and External QC Certification Sheet

4.16 Draft Initial Study (IS) / Environmental Assessment (EA)

The Draft IS/EA with an updated Environmental Document Preparation and Review Tool and External QC Certification Sheet will be submitted to Caltrans D-8 for signature. Because the project is an interchange improvement project, it is anticipated that a Routine IS/EA will be applicable as opposed to a Complex IS/EA. A Routine IS/EA would be approved by the District Director for circulation and would not be submitted to Caltrans Headquarters for review and comment. Per the SER, Legal review is only required for Draft EISs and individual Section 4(f) Evaluations; therefore, legal review is not specified.

Deliverables:

- Final Draft IS/EA
- ED Preparation and Review Tool
- External QC Certification Sheet

4.17 Obtain Approval to Circulate

Once Caltrans D-8 is satisfied with the Draft IS/EA and issues an approval letter, CONSULTANT will work in close coordination with the Caltrans Environmental Coordinator to prepare all required notices to circulate the Draft IS/EA. Tasks to be completed by CONSULTANT include:

- Prepare Notice of Completion (NOC) to be transmitted to the State Clearinghouse, Office of Planning and Research.
- Prepare a Notice of Availability of the IS/EA/Notice of Intent to Adopt an MND/Notice of Public Hearing.
- Submit all notices to Caltrans for approval and signatures.

Deliverables:

- Approved Circulation of Draft IS/EA

4.18 Circulate Draft Initial Study (IS) / Environmental Assessment (EA)

Following approval of the Draft IS/EA, a Notice of Availability (NOA), Notice of Intent to Adopt a Mitigated Negative Declaration (NOI), and a Notice of Public Hearing (NOPH) will be prepared for publication. The notices will be placed at least once in newspapers of general circulation, posted on and off site, and mailed directly to owners and occupants of contiguous properties. CONSULTANT will assist in conducting a formal Public Hearing. A Record of Public Hearing will be prepared and submitted to Caltrans. The public hearing will conform to the requirements of Caltrans' Project Development Procedures Manual, Chapter 11, and Article 7. When approval to circulate has been obtained from Caltrans and confirmed by the signed title sheet, CONSULTANT will circulate the Draft IS/EA with an unsigned Mitigated Negative Declaration (MND)/Finding of No Significant Impact (FONSI) in accordance with the requirements of the Caltrans' SER. Before the Draft IS/EA is circulated, the Draft PR must be approved to ensure that the project concept in the Draft IS/EA is consistent with the Draft PR. The Draft IS/EA will be circulated to responsible agencies, trustee agencies, state, federal, and local agencies that have jurisdiction by law, bordering cities and counties, and other applicable groups or persons as suggested in Caltrans's SER. The CTC has to review all projects that receive State highway funds. CONSULTANT will coordinate with D-8 Environmental staff for transmittal of Draft IS/EA to CTC. Tasks to be completed by CONSULTANT include:

- Publish up to 50 hard copies of the Draft IS/EA, up to 200 copies of the Executive Summary, and up to 200 copies of the CD ROM containing electronic files of the Draft IS/EA and Executive Summary
- Submit a NOC and copies of Draft IS/EA to the State Clearinghouse
- Distribute the Draft IS/EA to federal, state, and local agencies as well as interested parties contained on the Master Distribution list for review and comments.
- Coordinate with the Caltrans to post the electronic version of the Draft IS/EA on the websites for public review and comments.
- File an NOI/NOA with the State Clearinghouse, and County Clerk
- CONSULTANT will maintain and update the distribution and invitation lists throughout the environmental review process.

Deliverables:

- Draft IS/EA - 50 hard copies
- Executive Summary - 200 hard copies
- 200 copies of CD ROM containing electronic files of the Draft IS/EA and Executive Summary

- Updates to Master Distribution/Invitation Lists

5.0 Public Meetings and Outreach Conducted

5.1 Public Outreach Support and Public Meetings

CONSULTANT to provide public outreach support and all necessary preparations for Public Meetings, including one Open House meeting during project development and one Open House during the public circulation of the Draft IS/EA.

CONSULTANT will develop a stakeholder database to serve as the official contact list for this task. Contacts will include elected officials, city/county/school district representatives, planning commissioners, residents, businesses, transportation and transit agencies, logistics organizations, emergency responders, news media and other area stakeholders identified by Caltrans and the project team. Parcel data also will be obtained for property owners and tenants in the vicinity of the project area.

CONSULTANT will prepare collateral material for the Public Meetings outlined in above. Material will include public notices to conform to the Caltrans template, a project fact sheet, sign-in sheets, comment cards, and name tags. Information will be translated into Spanish to ensure complete communication. CONSULTANT will coordinate placement of newspaper advertisements in both English and Spanish in two local newspapers. All materials will undergo review by Caltrans and internal CONSULTANT project team prior to issuance or printing.

CONSULTANT will coordinate two (2) Public Information Meetings, both in a open house format. One (1) Public Meeting will take place during the public circulation of the Draft Environmental Document. One (1) Public Meeting will take place prior to selection of the LPA. Support activities will include coordination of dates and times with the project team, organization of facility details (including equipment and insurance, if applicable), meeting set-up and clean-up, certified bilingual interpretation services, court reporter services, materials listed in above, photography, refreshments and preparation of summary reports for both public hearings. Public hearing participants will receive copies of project materials, encouraged to complete the comment card and added to the stakeholder database for future communication.

CONSULTANT will prepare a record of the Public Meetings, including a summary of the notification methods, level of participation, comments, and other items to serve as formal documentation of the meeting.

Deliverables:

- Stakeholder database, updated stakeholder databases (following public hearings or public inquiries)
- Public notices, project fact sheet, newspaper advertisements, sign-in sheets, comment cards, name tags – English and Spanish
- Meeting logistics lists, summary reports and comment log, court reporter transcripts
- One (1) Public Meeting prior to selection of LPA

- One (1) Public Meeting during the public circulation of the Draft Environmental Document

6.0 Prepare Final Environmental Document, Final Project Report and Obtain Environmental Clearance

6.1 Task Management and Meetings

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical and environmental documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures, including the 5-step NEPA QC process and QA/QC Design Checklists. CONSULTANT will attend and participate in eight (8) monthly PDT meetings. CONSULTANT shall report the progress of the work. Progress shall be based on physical percent complete such as number of drawings or deliverables

Deliverables:

- Attendance at bi-weekly project team conference calls
- Attend eight (8) PDT meetings
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Deliverables and Action Item Logs
- Milestone Progress Reports

6.2 Prepare Response to Comments Matrix

CONSULTANT will maintain documentation and provide response to internal and public comments on the Draft IS/EA. A response-to-comments matrix outlining how and where the revisions to the documents have been made will be included in the revised Draft and Final IS/EA. The response-to-comments matrix will be provided to Caltrans for review and concurrence prior to finalization of the Draft and Final IS/EA.

Deliverable:

- Response to Comments Matrix

6.3 Select Preferred Project Alternatives

CONSULTANT will prepare matrix comparing two (2) build alternatives to select a preferred alternative. Geometric design, traffic operations impacts, design exceptions, environmental impacts, right of way impacts and other variables will be compared between the two (2) build alternatives. A PDT focus meeting will be held to discuss the evaluations and results. A memorandum will be prepared and sent to the PDT summarizing the findings of the comparisons for review and approval by the PDT. Upon agreement, the PDT will choose a Preferred Alternative.

Deliverable

- Preferred Alternative Memorandum
- Selection of Preferred Alternative

6.4 Final Project Report

CONSULTANT will document recommendation of the Preferred Alternative based on the public input on the Draft Environmental Document and concurrence by the PDT. Subsequently, CONSULTANT will prepare a Draft Final Project Report, which will incorporate the selected Preferred Alternative. The report shall review the development of the Preferred Alternative including public and agency comments obtained during the public meetings and environmental review period. The Draft Final PR shall be submitted to Caltrans for Screencheck and subsequently for review and comment. Upon receipt of comments from Caltrans, CONSULTANT will develop a response matrix documenting the comments and response to each comment. The Final PR will be revised and submitted to Caltrans for approval. The Final PR will be signed by a Registered Civil Engineer and submitted to Caltrans for approval and signature.

Deliverable

- Draft/Final Final PR

6.5 Final Environmental Document

After the public distribution of the Draft Environmental Document, CONSULTANT will prepare a Final Environmental Document to document the selection of the preferred alternative and address public comments on the Draft IS/EA.

The FED will be submitted to Caltrans for review. Comments will be resolved in a workshop setting.

Environmental Commitment Record (ECR): CONSULTANT will develop an ECR to be included with the Final IS/EA submittal. The plan will identify mitigation measures necessary to minimize or reduce potential significant environmental impacts to a less than significant level. The ECR will identify all design, construction and post-regulatory mitigation requirements, the responsible party, timing, and verification. Monitoring may include the submittal of monitoring sheets/reports to Caltrans, and other agencies.

Final Environmental Document (MND/FONSI): Following the development of the ECR, the Final IS/EA will be prepared and submitted for approval. The proposed MND will be signed and incorporated into the Final IS/EA. The Final IS/EA will also become part of the Project Report. The Final IS/EA will be submitted for approval and signature along with the Checklist for Final Documents, and a request to issue a FONSI. Following Caltrans review, any comments will be addressed and the Final IS/EA will be re-submitted. CONSULTANT will coordinate with D-8 Environmental staff for transmittal of the approved ND/FONSI IS/EA to the CTC.

Deliverables:

- Approved ECR
- Draft/Final Final IS/EA

6.6 *Notice of Determination (NOD) and Notice of Availability (NOA)*

Filing of the Notice of Determination (NOD) completes the CEQA Environmental Document. A Draft NOD will be prepared and submitted to Caltrans for review and comment. Following this review, a final NOD will be prepared and submitted to Caltrans. CONSULTANT will send a copy of the Notice of Determination and a copy of the Notice of Availability - FONSI (NOA - -FONSI) to the State Clearinghouse along with proof of payment of an environmental filing fee to the State Department of Fish and Wildlife. The estimated filing fees to be paid directly by the CITY include $2,156.25[6] CDFW environmental filing fee, $64 County processing fee.

CONSULTANT will also prepare a draft SOL notice for submittal to Caltrans for their review and transmittal to FHWA for publication in the Federal Register. SAFETEA-LU Section 6002 established a 180-day statute of limitations (SOL) on claims against USDOT and other federal agencies for certain environmental and other approval actions if certain circumstances apply. The enactment of MAP-21 revised this to a 150-day statute of limitations.

Deliverables:

- Filed Notice of Determination (NOD)
- Filed Notice of Availability (NOA) – FONSI

7.0 *Environmental Mitigation Negotiation and Permitting Complete*

7.1 *Resource Agency Permit Related Coordination*

Regulatory permits may be required for impacts to jurisdictional waters of the U.S. and State from the U.S. Army Corps of Engineers (ACOE), State Water Resources Control Board (SWRCB), and California Department of Fish and Wildlife (CDFW). The accurate permitting requirements cannot be determined until the NES and Jurisdictional Delineation are prepared.

7.2 *Federal Clean Water Act and California Fish and Game Code Permits*

Permit Preparation. CONSULTANT will prepare packages for submittal to the ACOE, the CDFW, and the RWQCB to obtain the required authorizations pursuant to Section 404 of the CWA, Sections 1600 et seq. of the California Fish and Game Code, and Section 401 of the CWA, respectively, for the any disturbance to the potential streambed between the Theodore and Gilman Springs interchanges. It is necessary that the project design be sufficiently complete to identify all permanent and temporary construction impacts before the permitting process is initiated.

Streambed Alteration Agreement Package. The CDFW is empowered to issue agreements for any alteration of a river, blue line stream, or lake where fish or wildlife resources may be adversely affected. In order to obtain a Streambed Alteration Agreement (SAA), CONSULTANT will prepare and submit to the CDFW a Notification of Streambed Alteration for the proposed project. The notification letter will include the following information and attachments.

[6] The CDFW filing fee is current as of January 1, 2013. It will most likely be higher by the time the environmental document is approved and the NOD is filed.

- A discussion, with supporting figures, of existing and/or potential biological resources, project impacts to the CDFW jurisdictional area, and mitigation measures to compensate for anticipated project impacts.
- A completed Notification Form and Project Questionnaire.
- A complete set of project design/construction plans and drawings.
- A copy of the jurisdictional delineation, compensatory mitigation plan, and Storm Water Pollution Prevention Plan (SWPPP).
- Evidence of local project CEQA certification.
- A check for payment of the application fee must be paid by the City (this fee is not included in the current fee for this proposal).
- Assumes each package for permitting is $40 each for printing and binding.

Section 404 Authorization Request. Obtaining authorization under Section 404 requires that the applicant (CITY) prepare a notification requesting authorization for fill of jurisdictional waters. In this case, it is anticipated that the proposed impacts would be authorized under a nationwide permit (NWP). CONSULTANT will prepare and submit an NWP Preconstruction Notification to the ACOE. The notification will include the following information and attachments.

- A detailed project description, including project background.
- A discussion (with supporting figures) of existing and/or potential biological resources, project impacts to ACOE jurisdictional areas, and mitigation measures to compensate for anticipated project impacts.
- A complete set of project design/construction plans and drawings.
- A copy of the jurisdictional delineation, compensatory mitigation plan, and the SWPPP.
- A copy of the cultural resources report.
- A copy of the Section 401 Water Quality Certification package.
- Evidence of local project CEQA certification.

Section 401 Certification of Water Quality Request. To issue authorization for fill of waters under Section 404 of the CWA, the ACOE is required to ensure that the RWQCB has issued a Certification of Water Quality or waste discharge requirements in compliance with Section 401 of the CWA. CONSULTANT will prepare and submit a request for Water Quality Certification to the RWQCB. The request letter will include the following information and attachments.

- A completed Section 401 Water Quality Certification Form, including the required supplemental text and figures.
- A complete set of project design/construction plans and drawings.

- A copy of the jurisdictional delineation, compensatory mitigation plan, and the SWPPP.
- A copy of the Section 404 Authorization package.
- Evidence of local project CEQA certification.
- A check for payment of the application fee to be paid by the City (this fee is not included in current fee for this proposal).

Compensatory Mitigation Plan. CONSULTANT will coordinate with the CITY to prepare a compensatory mitigation plan for the project. CONSULTANT will also consult with resource agency personnel prior to preparing the compensatory mitigation plan to negotiate proposed mitigation strategies to be described in the compensatory mitigation plan. On-site mitigation is generally preferred over off-site mitigation or contribution to an in-lieu fee program.

CONSULTANT will develop the compensatory mitigation plan to achieve the mitigation criteria as set forth in the Environmental Document and MSHCP compliance and as anticipated to be required by the resource agencies as permit conditions designed to offset impacts to jurisdictional waters and sensitive habitats. This mitigation plan will include a general evaluation of the project impacts, the location of potential mitigation areas/sites, habitat types to be created or enhanced, general implementation strategy, supporting rationale, and target and ultimate performance standards for the mitigation measures. CONSULTANT will also develop basic revegetation strategies addressing hydrological requirements, soils requirements, general species selection, types of revegetation to be employed, sources for plant materials, planting techniques, monitoring and maintenance, and documentation of results.

The compensatory mitigation plan will be provided in draft form for review by the CITY. Following CITY staff review, CONSULTANT will assist the CITY in coordinating with the appropriate resource agencies to obtain their concurrence on the mitigation plan.

Assumptions:

- Assumes a Nationwide not an Individual Permit will be required for the ACOE 404 permit.
- Assumes one blue line stream/drainage crossing.
- Assumes the mitigation in the MSHCP and the DBESP will be used for the coordinated CDFW 1600 permit.
- Assumes one tri-agency meeting with the Regional Conservation Authority to negotiate mitigation and permitting requirements.
- A check for payment of the application fees to be paid by the City for the CDFW 1600 Permit and RWQCB Applications (these fees are not included in the fee proposal).
- Assumes a Final Hydrology Report has been approved by the City and Caltrans.
- Assumes a Final HPSR is approved and signed by Caltrans and SHPO if required.

Deliverables:

- ACOE 404 Permit Application
- RWQCB 401 Permit Application
- CDFW 1600 Permit Application (Streambed Alteration Agreement Package)

8.0 Geometric Approval Drawings Complete and Approved by Caltrans

8.1 Geometric Approval Drawings

CONSULTANT will prepare geometric approval drawings (GAD) at a scale of 1" = 50' (1" = 100' at a reduced scale) in accordance with Caltrans plan preparation criteria for GAD for the Locally Preferred Alternative. The GAD will include existing topographic and planimetric mapping, approximate right-of-way acquisition lines, center lines, calculated geometric layouts, and typical sections. CONSULTANT will design roadway geometry including horizontal and vertical geometry for ramps, connectors and cross streets, including profile and superelevation diagrams. Conceptual grading utilizing 1:2 or 1:4 slopes will be developed to establish preliminary right-of-way limits. Typical cross sections will be prepared to illustrate lane and shoulders in the lane configurations and other basic cross sectional data.

GAD will be prepared according to Caltrans District 8 GAD guidelines with the intent of establishing an approved scope relative to geometric project features and the ability to move directly to the basemaps required for PS&E. This effort provides equivalent detail to PS&E requirements for Cross Sections, Layouts, Profiles, and Superelevation Diagrams. Additional detail will be provided indicating pavement delineation, truck turning radii, and traffic volumes. Preliminary Right of Way requirements will also be incorporated. Approval will be obtained from Caltrans Offices of Traffic Operations and Design, and HQ Geometric Reviewer. Up to three submittals (two review cycles) of the GADs are anticipated.

Deliverables:

- Draft/Final Geometric Approval Drawings
- Truck Turning Template Exhibits
- Completed DIB 78 Checklist

9.0 Design Mapping and Surveys Complete

9.1 Photogrammetric Surveys

CONSULTANT will obtain the necessary permits to perform aerial topographic mapping for the Geometric Approval Drawings and PS&E based on accelerated delivery work program. The aerial topographic mapping will cover all areas of the proposed improvements. Limits of mapping will be from Redlands Blvd to Gilman Springs Rd along the SR-60 and to the next adjacent intersection north and south of Redlands Blvd, Theodore Street. The new aerial topographic mapping will be compiled at a scale of 1"=50' with one foot interval contours. Surveys will be performed in accordance with the current Caltrans Survey Manual and its revisions. Work not covered by the Manual will be performed in accordance with accepted professional surveying standards. The minimum standard of survey quality will be that of similar surveys performed by

Caltrans. Caltrans will designate the existing horizontal and vertical control monuments that are to be the basis of the performed surveys. Caltrans will provide the California Coordinate System values and/or elevation values for these monuments. CONSULTANT will adjust the performed surveys to the designated control monuments and their values - no other control will be used by CONSULTANT. The following is a list of services to be performed:

- Compiling and researching Caltrans, NGS, and Riverside County survey control and benchmarks.
- Caltrans ABC Checklist
- Place aerial targets and horizontal and vertical control each to Caltrans specifications.
- Photogrammetric mapping – Vertical Mapping Inc. cost (includes AT solution, Aerial Photos, & Ortho Photos)
- QA/QC field survey for blind checks of aerial mapping and associated report per Caltrans Requirements.

Pavement, utility, or design surveys are not included with this scope of work and will be done as part of the PS&E phase.

Deliverables:

- Preparation of Caltrans Photogrammetric A, B, and C List of Materials
- Othorectified Aerial Photography
- Aerial Topography

9.2 Preliminary Right of Way Mapping

CONSULTANT will develop a preliminary hard copy base map consisting of a compilation of electronic file information showing the project boundary compiled from maps and documents of record, easements of record, and existing utilities based upon research from Caltrans, County of Riverside, and CITY. The preliminary right of way mapping will not be surveyed or monumented at this time. Based on the available information, CONSULTANT will perform field surveys to rectify as-built roadway centerlines for the State Route 60, Theodore Street and existing ramps at SR-60/Theodore Street interchange.

Deliverables:

- Preliminary Hard Copy Based Map
- Centerlines for SR-60 and Theodore Street

9.3 Land Net Mapping and Surveys / Pre-construction Record of Survey

CONSULTANT will perform existing right of way surveying and prepare "Before Condition" Record of Survey and CALTRANS Hard Copy Base Map. The "Before Condition" Record of Survey and CALTRANS Hard Copy Base Map is limited to the nine (9) affected parcels where right of way fee acquisition has been defined in the Draft PSR-PDS. The Preliminary Hard Copy Base Map will be updated based on field survey and prepared in one (1) 36"x96" strip plot at 1"=100' scale per Caltrans Right of Way Manual. The "Before Condition" Record of Survey will be prepared at 1"=50' scale in conformance with the County of Riverside Survey Standards and Procedures.

Deliverables:

- Draft/Final Hard Copy Base Map
- Draft/Final "Before Condition" Record of Survey

10.0 Other Services Directed by the City

CONSULTANT will perform services as directed by CITY based upon changes, updates or revisions in CALTRANS or CITY standards, procedures or requirements for the project.

PHASE 2 – FINAL PLANS, SPECIFICATIONS, AND ESTIMATE

11.0 35% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 65% PS&E

35% Design Plans, Specifications, and Estimates (PS&E) are excluded from this scope of work. It is assumed the Geometric Approval Drawings will be prepared and approved in lieu of 35% PS&E.

12.0 65% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 95% PS&E

12.1 Task Management and Meetings

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual final PS&E tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures. CONSULTANT will attend and participate in eight (8) monthly PDT meetings. A Project kick-off meeting with key personnel and CONSULTANT team personnel will be held just prior to NTP to discuss project goals, objectives, lines of communication, and schedule. CONSULTANT shall prepare deliverables log and action items log. CONSULTANT shall report the progress of the work. Progress shall be based on physical percent complete such as number of drawings or deliverables

Deliverables:

- Attendance at bi-weekly project team conference calls
- Attend eight (8) PDT meetings
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Deliverables and Action Item Logs
- Milestone Progress Reports

12.2 Design Surveys

CONSULTANT will set one (1) control monument at 300 feet intervals north and south of the SR-60 freeway from Redlands Avenue to Gilman Springs Road. Assumes 23 monuments will be set to control 7,000 feet at 300 feet intervals for design surveys along freeway shoulder. Monuments will be set to CALTRANS 3RD order design topography specifications.

CONSULTANT will prepare design survey along shoulder, edge of travel way, and lane line for mainline widening for proposed auxiliary lanes. This survey work will be performed by mobile laser scanning methods to minimize traffic disruption. Design

surveys will include existing utilities, storm drain inlets, roadway features, and utility features. Overhead power line adjacent to Theodore Street will be surveyed for vertical clearance. All design surveys will be in accordance with CALTRANS Survey Manual.

Deliverables:

- Draft/Final Survey Control Report
- Design Surveys

12.3 Landscape and Aesthetic Plan

CONSULTANT, in coordination with the CITY and CALTRANS, will develop an Aesthetics Technical Focus Group for the Project. CONSULTANT shall facilitate three (3) design workshops with the Aesthetics Technical Focus Group at the beginning of the project to address issues, concerns, and priorities and to obtain input and ideas relative to the implementation of the themes and concepts for the Project within the SR-60 CORRIDOR MASTER PLAN FOR AESTHETICS AND LANDSCAPING(Aesthetics Plan). CONSULTANT shall introduce the project site and design objectives through the use of Power Point and large-scale exhibits and engage the Aesthetics Technical Focus Group in interactive feedback exercises to obtain their input. CONSULTANT shall prepare up to two (2) graphic boards and one (1) Power Point presentation with ten (10) slides as visual reference for the aesthetics design workshop presentations.

The intent of the aesthetics design workshops is to engage the project participants and implement the Aesthetics Plan for the project. The three (3) meetings budgeted for the design workshop efforts are anticipated to cover the following:

Meeting No. 01 – CONSULTANT shall introduce project to team members, outline design guidelines of the Aesthetics Plans, develop understanding of where aesthetic treatments can be applied and where they will not be able to be applied, and review the next steps.

Meeting No. 02 – CONSULTANT shall review research and materials gathered since first meeting, gather ideas and input from team members, focus on specific aesthetic treatments for specific structural components, and document understanding of final concept and implementation of the Aesthetics Plan.

Meeting No. 03 – CONSULTANT shall present final concept for specific aesthetic treatments for specific structural components. The goal of this final Aesthetic Technical Focus Group workshop is to obtain final acceptance and approval of the implementation of the Aesthetics Plan by Caltrans, and CITY.

CONSULTANT shall prepare meeting minutes for each meeting that will document decisions and that will be distributed to all appropriate project team and Aesthetics Committee members.

CONSULTANT shall implement the Aesthetics Plan and coordinate the structural and landscape aesthetic treatment concept with the design team and distribute final design-developed working sketches and exhibits in strip map, 8½ x 11, and 11 x 17 format. No draft, final or formal bound written document, thematic explanation, or defined concept aesthetic treatment report will be provided.

CONSULTANT shall develop one (1) structural and landscape aesthetic treatment concept option consistent with the Aesthetics Plan for the following elements of the Project:

- Unique Structure Monument/Spire
- Bridge Structure Outside Railing and Fence Finish
- Bridge Columns Finish
- Crosswalks Finish
- Retaining Wall Finish
- Sound Wall Finish
- Slope Paving Finish
- Landscape Areas

All working sketches and exhibits in strip map, 8½ x 11, and 11 x 17 formats will illustrate general dimensions and proportions of the aesthetic treatments. All final design elements and aesthetics construction details will be prepared by the individual design functional discipline and incorporated into their respective plans and specifications.

All existing bridge structures remaining, existing bridge structures to be widened, existing retaining walls, and existing soundwalls will not incorporate any new aesthetic treatments.

RBF shall back-check the final details, dimensions, and constructed design elements prepared by the individual design functional discipline and incorporated into their respective plans and specifications for consistency and conformity to the intent of the approved Aesthetics Concept Plan. One (1) set of redlined comments will be returned to the individual design functional discipline to be incorporated into their respective plans and specifications.

Deliverable:

- Aesthetics Technical Focus Group
- Three (3) Aesthetics Workshops/Meetings
- One (1) Aesthetic Treatment for Eight (8) Project Elements

12.4 Bridge Site Data Submittal

CONSULTANT shall prepare Bridge Site Data Submittal (BSDS) Forms for bridge structures in accordance with the Caltrans OSFP Information and Procedures Guide.

Deliverable:

- Draft/Final Bridge Site Data Submittal

12.5 Bridge Type Selection

CONSULTANT will prepare the Structure Type Selection documents and the General Plan for bridges and non-standard retaining walls to comply with the most current Caltrans guidelines, including, but not necessarily limited to: Bridge Design Details 3-10 to 3-14; Bridge Design Aids, Section 10; Memos To Designers 1-23, 14-29, 17-105, 110,

and 21-19. A cast-in-place box girder bridge has been assumed as the general expected bridge type.

The Type Selection Report will include a discussion of foundation and falsework requirements, seismic and aesthetic considerations, traffic handling requirements, special aesthetics (i.e. spire) and alternatives, and staging. In addition, CONSULTANT will develop an order-of-magnitude construction cost estimate. Anticipated construction methods will be identified in the Type Selection process and coordinated with the project geometry.

CONSULTANT will submit Type Selection documents to the Caltrans Office of Special Funded Projects (OSFP) for review and approval

CONSULTANT will attend a Type Selection review meeting at Caltrans Headquarters in Sacramento to finalize structure type, foundations, seismic design, aesthetics, and traffic handling plans.

CONSULTANT will summarize and submit meeting proceedings to the liaison engineer within one week for written Type Selection approval. The meeting summary may update or supplement the Type Selection Report.

Deliverables:

- Type Selection Meeting
- Draft/Final Type Selection Report

12.6 Storm Water Data Report

In accordance with current Caltrans Project Planning and Design Guide (July 2010), a Storm Water Data Report (SWDR) shall be prepared for this phase of the project. The SWDR prepared for the Project Approval and Environmental Document (PA/ED) phase of the project will be updated for the PS&E Phase. The SWDR will be prepared as a second order of work during the PS&E Phase based on the approved Geometric Approval Drawings (GADs). Specific objectives of the SWDR include:

- Define storm water quality issues and pollutants of concern.
- Form the Project Development Team (PDT), including the District/Regional National Pollutant Discharge Elimination System (NPDES) Storm Water Coordinator.
- Evaluate potential storm water impacts for mitigation purposes and address water quality concerns.
- Develop a list of potentially feasible permanent storm water Design Pollution Prevention and Treatment Best Management Practices (BMPs) to be evaluated during project design.
- Document storm water design decisions made regarding project compliance with the NPDES permit.
- Develop the preliminary costs for BMPs.

- Discuss the project with the Regional Water Quality Control Board (RWQCB) and local agencies, if advised by the District/Regional NPDES Storm Water Coordinator or requested by the RWQCB.
- Address mandates associated with TMDLs/303(d) impaired waterbodies
- Construction Risk Level Determination and RUSLE2 Analysis
- Program the project construction costs.

Caltrans storm water evaluation forms will be included to ensure that the proper evaluation process is used for the consideration of treatment best management practices (BMPs). The methods and calculations that will be used to size and design treatment BMPs will be in accordance with Caltrans Storm Water Quality Handbook.

The SWDR will be signed by the Project Engineer, the District/Regional Design Storm Water Coordinator, the designated Landscape Representative, and approved by the Project Manager to verify that storm water quality design issues have been addressed, and the data is complete, current, and accurate.

Deliverables

- Draft Storm Water Data Report for PS&E

12.7 Drainage Report

CONSULTANT will conduct an analysis to determine the impacts this project has on the natural drainage patterns. This analysis will incorporate the use of available information from the CITY, COUNTY and CALTRANS. CONSULTANT will prepare a preliminary drainage report utilizing data from prior hydrology/drainage investigations in the area. CONSULTANT will analyze existing drainage sub-basins and summarize changes in drainage patterns that will occur from the proposed improvements. Included in the report will be recommendations for on-site improvements such as structures needed at pipe culverts, inlet and outlet locations, erosion control measures and other storm drainage controls.

A hydrology map will be prepared using available aerial photography and mapping. The hydrology map will summarize the local drainage by indicating drainage subareas, existing and proposed storm drainage facilities, drainage patterns, times of concentration and preliminary design year flow rates. Existing off-site hydrology for the drainage cross-culvert systems under the freeway will be referenced from previous drainage studies and will not be updated or modified by the project, unless directly impacted by roadway improvements. Previous reports will be utilized to determine hydraulic control for any new storm drain facilities that may be connected to the existing cross-culverts. In the absence of such information, best professional judgment will be used to establish the required hydraulic controls.

The scope of the drainage design will be to convey storm water run-off from the proposed and existing roadway, freeway and ramps through the use of overside drains and inlets that will be located within the interchange area, into BMPs, retention basins, etc, to hold the storm water "on-site". A hydrology analysis will be performed for the proposed roadway improvements.

The Drainage Report will generally contain the following:

- Project Location Map
- Project Description
- Evaluation of Runoff Characteristics and Flow Patterns
- Description of Existing and Proposed Facilities
- Description of Unusual or Special Conditions
- Hydrology Map and Other Applicable Hydrologic Data and Calculations

Deliverables

- Draft Drainage Report

12.8 Transportation Management Plan Data Sheet

CONSULTANT will prepare Transportation Management Plan (TMP) Data Sheet to qualitatively discuss anticipated traffic impacts resulting from the proposed project. Based on such data, potential TMP measures to reduce traffic impacts anticipated to result from project construction will be recommended.

Deliverables

- Draft Transportation Management Plan Data Sheets

12.9 Geotechnical Design and Reports

Final Materials Report

CONSULTANT will prepare a final materials report based on additional field and laboratory testing performed for the selected interchange alternative. The report will generally follow the requirements of Topic 114 and Chapter 600 of HDM and organized in general accordance with California Test (CT) 130 (Caltrans, 2000). The main purpose of this report is to develop design and construction recommendations to aid RBF in preparing project Plans, Specifications and Estimates (PS&Es). As such, this report will provide site-specific geotechnical information and recommendations for project (proposed ramps) pavements, mitigating soil corrosion and materials sources as outlined in the HDM. CONSULTANT will drill hollow-stem auger borings along the proposed alignments of all ramps and auxiliary lanes to perform appropriate field testing and collect samples for laboratory testing. An encroachment permit for the work within Caltrans right of way will be obtained. Any access agreements or rights to enter to private land will be provided by CONSULTANT and CITY. This report will be signed and stamped by a California licensed Geotechnical Engineer (GE).

Final Geotechnical Design Report (GDR) and Foundation Report

The final GDR report will be based on comprehensive field and geotechnical laboratory testing and analyses prepared in accordance with most current Caltrans guidelines and requirements. The field program will explore geotechnical subsurface conditions along the proposed bridge alignment at each bent, and along ramps and auxiliary lanes. CONSULTANT plans to drill hollow-stem auger borings to at least 80-foot-deep at each embankment. All borings will be visually logged by a member of the technical staff. Representative relatively undisturbed and bulk soil samples will be collected at selected

depth intervals in the borings. The borings will be backfilled with soil cuttings from borings and topped with cold patch asphalt or rapid set concrete (where pavement is penetrated) to match existing surfaces. Geotechnical testing of sampled soil materials will be conducted in the laboratory for soil classification and to evaluate engineering properties. CONSULTANT will typically provide GDR and/or Structures Foundation Report (FR) for the bridge PS&E submittal, and a letter report for the roadway pavement and embankment, and retaining walls foundation. The reports will be signed and stamped by a California licensed Geotechnical Engineer (GE) and a Certified Engineering Geologist (CEG) and will include exploration logs (LOTBs) and field test data, geotechnical laboratory test data, and geotechnical cross sections in addition to the following:

- **Alignment Conditions**: CONSULTANT will review and summarize the surface and subsurface geologic conditions and materials, groundwater conditions, and the engineering properties of the soils encountered during this investigation.
- **Seismic Design Parameters:** CONSULTANT will present results of site-specific seismic hazard evaluation including recommended soil profile type, peak bedrock acceleration and design acceleration response spectra (ARS) curves, in accordance with current (2012) Caltrans seismic design criteria.
- **Earthwork and Grading**: CONSULTANT will present earthwork criteria, including recommendations for clearing and site preparation, subgrade preparation, recommendations for removal of unsuitable soil or fill, utility trench backfill, surface drainage, and landscaping considerations. Recommendations for import soil engineering and compaction criteria will also be provided.
- **Foundation Design Recommendations:** Utilizing data collected during the subsurface exploration, CONSULTANT will recommend suitable foundation types for the proposed replacement bridge, retaining walls, and other structures. Overhead sign structure foundations will be included in the work program. Relevant foundation design parameters will be provided in the reports. Foundation design parameters include: footing data table, bearing pressures and settlements.
- **Corrosion Potential**: Results of corrosivity tests will be presented and analyzed in accordance with *Caltrans Corrosion Guidelines*. Recommendations for corrosion protection and mitigation of steel and concrete foundation

Field Percolation Testing

CONSULTANT proposes to perform two (2) percolation tests for four (4) basins within a depth of 2 to 5 feet BGS unless specified by the civil engineer prior to field testing (depth not to exceed 5 feet). The tests will be performed in general accordance with those set forth in California Test 750, "Method For Determining The Percolation Rate Of Soils Using A 6-Inch-Diameter-Test Hole." These tests are to be performed simultaneously with either the ADL field sampling or the geotechnical borings so no additional field mobilization of drill rig is required.

Deliverables

- Draft Materials Report

- Draft Geotechnical Design Report
- Draft Structures Foundation Report
- Field Percolation Testing

12.10 Supplemental Fact Sheet for Exception to Design Standards for PS&E

The geometric designs will be checked using Caltrans Design Information Bulletin Number 78-02 (Design Checklist for the Development of Geometric Plans) and Design Information Bulletin Number 82-03 (Pedestrian Accessibility Guidelines for Highway Projects). Fact Sheets shall be developed to document reduced standard features within the selected locally preferred alternative. Fact Sheets shall be prepared in conformance with the Caltrans Project Development Procedures Manual (PDPM) Chapter 21. It is assumed that this project will include Supplemental Mandatory and Advisory standard design exceptions.

Exceptions to mandatory design standards will be prepared detailing nonstandard design elements. Revisions will be made as appropriate and documented in the Supplemental Mandatory Fact Sheets. Supplemental Mandatory Fact Sheets shall be prepared in conformance with PDPM Chap 21, Section 1. This scope assumes two (2) design exceptions to mandatory standards.

Exceptions to advisory design standards will be prepared detailing nonstandard design elements. Revisions will be made as appropriate and documented in the Supplemental Advisory Fact Sheets. Supplemental Advisory Fact Sheets shall be prepared in conformance with PDPM Chap 21, Section 3. This scope assumes two (2) design exceptions to advisory standards.

Deliverables

- Draft Supplemental Mandatory Fact Sheets
- Draft Supplemental Advisory Fact Sheets

12.11 Draft Roadway Plans

CONSULTANT will prepare 65 percent level layouts, profiles, super-elevation diagrams, and typical sections. Pavement type will be as defined in the pavement life cycle analysis completed during the Project Report phase. ADA upgrades for ramp intersections with arterial streets within the project limits will be based on the project scope as defined in the approved Project Report.

Deliverables

- 65% Title Sheet
- 65% Typical Cross Sections
- 65% Key Map and Line Index
- 65% Layout Plans
- 65% Removal Plans
- 65% ADL Removal and Placement Plans
- 65% Profile and Superelevation Plans
- 65% Construction Details
- 65% Contour Grading Plans

- 65% Summary of Quantities

12.12 Draft Utility Location Plans

CONSULTANT will prepare 65 percent level utility location plans using base layout sheets, showing the location of existing utilities, delineating those that will require relocation/adjustment, and designating who will be responsible for any required adjustment/relocation. Plans will be sent to utility companies to confirm existing facilities locations and relocation limits. This Scope of Work assumes that proposed utility relocations, overhead utility undergrounding and new utility design plans will be prepared by the utility companies.

Deliverables

- 65% Utility Plans

12.13 Draft Drainage Plans

CONSULTANT will prepare 65 percent level drainage plans, profiles, and quantities based on the drainage report. The drainage, SWDR, and temporary water pollution control will be prepared in accordance with Caltrans Standard Drainage Plans and Quantity Sheets guidance.

The scope of the drainage plans is based on utilization of existing cross culverts and downstream drainage systems for tying in new or relocated drainage systems or extending existing systems. Deficient existing systems will be identified, whether due to the new or widened pavement section, different hydrology design criteria currently in place, or other reasons. Analysis and design for the upgrade of any deficient existing off-site or downstream/upstream on-site drainage facilities, if such facilities are not physically impacted by the roadway work, is not included in the Scope of Work. Deficiency upgrade of the existing on-site drainage systems within the right of way that are physically impacted as a result of the highway improvements is included in the scope of work. Deficiencies due to other reasons will be presented for a policy decision by the CITY to incorporate into the project design and construction. New regional storm drain facilities are not included in the work program.

The scope of the drainage plans/profiles and details will be designed to convey storm water run-off from the proposed and existing roadway, freeway and ramps through the use of overside drains and inlets that will be located within the interchange area, into BMPs, retention basins, etc to hold the storm water "on-site".

Treatment BMP facilities will be incorporated within the Drainage plans. Separate Temporary Water Pollution Control plans will be prepared. It is assumed that the Temporary Water Pollution Control plans will be prepared for the appropriate Risk Level based on planned construction schedule duration and the condition of the receiving waters and per the latest General Construction Permit. Erosion Control plans will be part of the Erosion Control and Highway Planting plans described elsewhere in this scope of work.

Deliverables

- 65% Water Pollution Control Plans

- 65% Drainage Plans
- 65% Drainage Profiles
- 65% Drainage Details
- 65% Drainage Quantities

12.14 Draft Stage Construction / Traffic Handling Plans

CONSULTANT will prepare 65 percent level construction staging / traffic handling based on the concept for the Preferred Alternative in the Project Report. CONSULTANT will prepare stage construction/traffic handling plans, details and quantities to reflect the appropriate stages of construction and temporary signing/pavement delineation/ barrier placement for protection of the work zone. CONSULTANT will prepare detour (constructions area signs) plans to reflect the detour routes for freeway/ramp/arterial street closures. The scope is based on the assumption that a complete interchange closure will be expected for construction and construction work will be completed in one stage. To accommodate detouring during interchange construction, our assumption is that Eucalyptus Avenue will have been previously constructed to connect to Redlands Avenue. It is assumed that no temporary detour physical roadway improvements, temporary lighting, temporary signals or temporary communication systems will be required for any stage of construction. The construction staging and traffic handling plans will be developed to minimize disruption and impacts to adjacent residents and businesses. CONSULTANT shall provide special provisions related to stage construction / traffic handling items.

Deliverables

- 65% Stage Construction Index Plans
- 65% Traffic Handling Plans
- 65% Traffic Handling Detail Plans
- 65% Construction Area Sign Plans
- 65% Detour (Construction Area Sign) Plans
- 65% Detour Detail Plans
- 65% Stage Construction Quantity Plans

12.15 Draft Traffic Plans

CONSULTANT will prepare 65 percent level pavement delineation plans to identify locations of painted and thermoplastic stripes and markings, pavement markers, and delineators.

CONSULTANT will prepare 65 percent level Sign Plans to show existing and proposed new signs. The plans will include sign details and quantity sheets (including contractor furnished sign summary quantities). The Sign Plans will include roadside signs per Caltrans guidelines and MUTCD. It is assumed the two proposed off-ramps will each receive a lightweight overhead sign structures at the ramp termini. It is assumed four overhead sign foundations and signing will be modified in advance to the two proposed off-ramps. It is assumed two sign panels (excluding sign structure and foundations) on overhead freeway sign structures will be modified in the eastbound and westbound direction along the SR-60.

Deliverables

- 65% Pavement Delineation Plans

- 65% Pavement Delineation Quantities
- 65% Sign Plans
- 65% Sign Details
- 65% Sign Quantites
-

12.16 Draft Highway Planting Plans

Consultant shall prepare 65 percent level plans, specifications and estimates for landscape and irrigation improvements. The plans shall be based on the approved landscape concept plan prepared by CONSULTANT under a separate task and shall be prepared at an appropriate scale in Microstation on a base map of the project site prepared by CONSULTANT under a separate task. The Planting / Irrigation Plans will be limited to the interchange within Caltrans right of way and will be included in the single PS&E bid package for the Roadway project.

Deliverables

- 65% Planting Plans
- 65% Erosion Control Plans
- 65% Planting Details
- 65% Planting Quantities
- 65% Irrigation Details
- 65% Irrigation Quantities

12.17 Draft Electrical Plans

CONSULTANT will prepare 65 percent level Electrical Plans for the project including traffic signal, lighting and sign illumination, and ramp metering systems, CONSULTANT will prepare traffic signal plans for two (2) intersections at the eastbound and westbound ramp intersections.

Traffic signal plans will include locations of traffic signal appurtenances, schedules, signal phasing and structural or foundation requirements in accordance with CITY and CALTRANS standards and design criteria. Requirements for electrical service will be coordinated with the local electric utility owner. CONSULTANT will request new addresses for each new electrical service point. Installation of traffic signal interconnect conduit and cable to the adjacent signalized intersections will be shown on the traffic signal and intersection lighting plans.

CONSULTANT will prepare lighting plans to relocate lighting along the on-ramps and off-ramps. The lighting plans will include proposed poles and fixtures, pull boxes, conduit, service locations, wiring, connection diagrams, panel schedules and meter pedestal details. Removal of existing lighting equipment will be shown on the Lighting Plans and no separate Lighting Removal Plans will be prepared.

CONSULTANT will prepare Ramp Metering plans for installation of ramp metering equipment at the 3 proposed on-ramp locations.

It is not anticipated that the project will require preparation of fiber optic communication, closed circuit television (CCTV), changeable message sign (CMS), and

traffic monitoring station (TMS) plans. Preparation of improvement plans for these design elements are specifically excluded from the scope of work.

Deliverables

- 65% Traffic Signal Plans
- 65% Lighting and Sign Illumination Plans & Details
- 65% Metering Plans

12.18 Draft Structural Plans

CONSULTANT will prepare 65 percent level layout plans and structural details for one (1) bridge for Theodore Street Overcrossing. Bridge design will be in accordance with Caltrans Seismic Design Criteria, Bridge Design Specifications, Memos to Designers and Bridge Design Details Manual. Details and construction specifications will be prepared in accordance with Caltrans Standard Plans, Standard Specifications, and Standard Special Provisions.

An independent bridge design check will be performed by a California-registered civil engineer experienced in bridge design. The process will be similar to, but independent of the initial design process. The independent check includes design calculations, review of bridge design details, review of bridge special provisions, and bridge quantity calculations.

Any significant differences between the initial design and the independent check will immediately be resolved between the two licensed engineers until substantial agreement on the final design is achieved. Any required changes will be made to the design and construction documents.

Bridge Quantity calculations and cost estimates will be prepared with the initial design and as part of the independent check. The two estimates will be reconciled to develop the final estimate.

CONSULTANT will complete the Caltrans OSFP Consultant Quality Control Statement and submit the completed PS&E documents (checked) for review. This submittal will include the independent bridge design calculations.

Deliverables

- 65% Structures Plans
- Structure Independent Check Design Calculations

12.19 Special Provisions

CONSULTANT will prepare unedited special provisions for the construction of the roadway improvements through editing of the current Caltrans Standard Special Provisions (SSP's) in accordance with Caltrans' Ready-To-List Guide. The technical special provisions will be prepared by a California licensed civil engineer for incorporation into the construction bid documents for the overall project by the CITY.

Deliverables

- 65% Roadway Specifications
- 65% Utility Specifications
- 65% Drainage Specifications
- 65% Stage Construction/Traffic Handling Specifications
- 65% Traffic Specifications
- 65% Highway Planting Specifications
- 65% Electrical Specifications
- 65% Structural Specifications

12.20 Cost Estimate

CONSULTANT will prepare 65% level quantity calculations and final construction cost estimates in accordance with Caltrans requirements utilizing the current edition of Caltrans Contract Cost Data book, recent construction bid data and in BEES format. Engineer's cost estimates will be prepared at each submittal stage. It is anticipated that three (3) engineer's cost estimates will be prepared for PS&E.

Deliverables

- 65% Cost Estimate in BEES format

13.0 95% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 100% PS&E

13.1 Task Management and Meetings

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual final PS&E tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures. CONSULTANT will attend and participate in seven (7) monthly PDT meetings. CONSULTANT shall prepare deliverables log and action items log. CONSULTANT shall report the progress of the work. Progress shall be based on physical percent complete such as number of drawings or deliverables

Deliverables:

- Attendance at bi-weekly project team conference calls
- Attend seven (7) PDT meetings
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Deliverables and Action Item Logs
- Milestone Progress Reports

13.2 Update Reports

CONSULTANT will update design report to incorporate changes in design based on comments provide by CATRANS after the 65% submittal.

Deliverables

- Final Storm Water Data Report
- Final Drainage Report
- Final TMP Data Sheets
- Final Materials Report
- Final Geotechnical Design Report
- Final Structures Foundation Report
- Final Subsurface Fault Evaluation Report
- Final Supplemental Mandatory Fact Sheets
- Final Supplemental Advisory Fact Sheets

13.3 Update Roadway Plans

CONSULTANT will update Roadway Plans to incorporate changes in design based on comments and reviews provided by CALTRANS, coordination efforts and updated information after the 65% submittal.

During preparation of 95% Plan submittal, Caltrans will schedule a safety review and a constructability review of the plans. CONSULTANT will attend these review meetings, respond to comments, prepare and submit a response to comment disposition matrix.

Deliverables

- 95% Roadway Plans

13.4 Update Structure Plans

CONSULTANT will update Structures Plans to incorporate changes in design based on comments and reviews provided by CALTRANS, coordination efforts and updated information after the 65% submittal.

Deliverables

- 95% Structure Plans

13.5 Update Special Provisions

CONSULTANT will update Special Provisions to incorporate changes in design based on comments and reviews provided by CALTRANS, coordination efforts and updated information after the 65% submittal.

Deliverables

- 95% Special Provisions

13.6 Update Cost Estimate

CONSULTANT will update Cost Estimate to incorporate changes in design based on comments and reviews provided by CALTRANS, coordination efforts and updated information after the 65% submittal.

Deliverables

- 95% Cost Estimate

14.0 100% Design Plans, Specifications, and Estimates Ready-To-List

14.1 Task Management and Meetings

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual final PS&E tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures. CONSULTANT will attend and participate in five (5) monthly PDT meetings. CONSULTANT shall prepare deliverables log and action items log. CONSULTANT shall report the progress of the work. Progress shall be based on physical percent complete such as number of drawings or deliverables

Deliverables:

- Attendance at bi-weekly project team conference calls
- Attend five (5) PDT meetings
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Deliverables and Action Item Logs
- Milestone Progress Reports

14.2 Final Roadway Plans

CONSULTANT will update Roadway Plans to incorporate changes in design based on comments and reviews provided by CALTRANS, coordination efforts and updated information after the 95% submittal. CONSULTANT will meet collectively with all participating agencies to resolve outstanding issues relative to agency comments. CONSULTANT will prepare final dispositions for each review comment for submittal to the Agencies. When revisions have been made, CONSULTANT will obtain signatures and provide the requested number of stamped plans to the CITY.

This project is anticipated to bid advertised, and awarded by the CITY, therefore CALTRANS District Office Engineer and CALTRANS Headquarter Office Engineer reviews and approvals are not required. Additional compensation will be required if the project is bid advertised, and awarded by CALTRANS, which will require additional reviews by CALTRANS District OE and HQ OE. These reviews are excluded from this scope of work.

Plan sheet format will be per CALTRANS plan sheet preparation guidelines. CONSULTANT will supply CALTRANS with an electronic version of final plans sheets for their records, however this work effort does not include meeting the strict requirements of an electronic submittal for a CALTRANS advertised and bid project.

Deliverables

- Approved 100% Roadway Plans

14.3 Final Structure Plans

CONSULTANT will update Structures Plans to incorporate changes in design based on comments and reviews provided by CALTRANS, coordination efforts and updated information after the 95% submittal. CONSULTANT will meet collectively with all participating agencies to resolve outstanding issues relative to agency comments. CONSULTANT will prepare final dispositions for each review comment for submittal to the Agencies. When revisions have been made, CONSULTANT will obtain signatures and provide the requested number of stamped plans to the CITY.

This project is anticipated to bid advertised, and awarded by the CITY, therefore CALTRANS District Office Engineer and CALTRANS Headquarter Office Engineer reviews and approvals are not required. Additional compensation will be required if the project is bid advertised, and awarded by CALTRANS, which will require additional reviews by CALTRANS District OE and HQ OE. These reviews are excluded from this scope of work.

Plan sheet format will be per CALTRANS plan sheet preparation guidelines. CONSULTANT will supply CALTRANS with an electronic version of final plans sheets for their records, however this work effort does not include meeting the strict requirements of an electronic submittal for a CALTRANS advertised and bid project.

Deliverables

- Approved 100% Structure Plans

14.4 Final Special Provisions

CONSULTANT will update Special Provisions to incorporate changes in design based on comments and reviews provided by CALTRANS, coordination efforts and updated information after the 95% submittal. CONSULTANT will meet collectively with all participating agencies to resolve outstanding issues relative to agency comments. CONSULTANT will prepare final dispositions for each review comment for submittal to the Agencies. When revisions have been made, CONSULTANT will obtain signatures and provide the requested number of stamped specifications to the CITY. CITY will be responsible for developing "upfront" Notice to Bidders and other Construction Contract related specification to complete the specification bid package.

Deliverables

- Approved 100% Special Provisions

14.5 Final Cost Estimate

CONSULTANT will update Cost Estimate to incorporate changes in design based on comments and reviews provided by CALTRANS, coordination efforts and updated information after the 95% submittal. CONSULTANT will meet collectively with all participating agencies to resolve outstanding issues relative to agency comments. CONSULTANT will prepare final dispositions for each review comment for submittal to the Agencies. When revisions have been made, CONSULTANT will obtain approval and provide cost estimate to the CITY.

Deliverables

- Approved 100% Cost Estimate

14.6 Resident Engineer's File

CONSULTANT will meet with the Resident Engineer (RE) and functional units and provide the following information for the RE file. This list is not comprehensive and CONSULTANT shall provide additional information as appropriate:

- Permits
- Surveying Notes
- Geotechnical (GDR) and Foundation (FDR) Reports
- Hydrology/Hydraulics Report and calculations
- Relevant correspondence and memoranda
- Engineering calculations (horizontal and vertical alignments, earthwork quantities, etc.)
- Environmental Agreements and Reports
- Summary and discussion of Environmental issues
- Traffic Management Plan and supplements
- Material Handouts
- Storm Water Data Report
- Right-of-Way Maps & Agreements
- List of Project Personnel
- Cooperative Agreements
- Bridge deck contour 4-scale plans

CONSULTANT will provide an electronic version of all RE file information.

Deliverables

- Resident Engineer's File
- Bridge Deck Contour Plans

15.0 Right of Way Legal / Plats and Appraisal Reports Complete

15.1 Task Management and Meetings

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual right of way tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures. CONSULTANT will attend and participate in two (2) monthly PDT meetings. CONSULTANT shall prepare deliverables log and action items log. CONSULTANT shall report the progress of the work. Progress shall be based on physical percent complete such as number of drawings or deliverables

Deliverables:

- Attendance at bi-weekly project team conference calls
- Attend two (2) PDT meetings

- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Deliverables and Action Item Logs
- Milestone Progress Reports

15.2 Right of Way Requirements Map

CONSULTANT will determine right of way needs and prepare preliminary right of way requirements maps. Right of way requirements may include the need for new right of way, permanent easements, slope easements, and temporary construction easements. CONSULTANT will prepare nine (9) property exhibits identifying improvements and right of way needs for each individual parcel overlaid on aerial photography including field photography.

Deliverables:

- Draft/Final Right of Way Requirements Map
- Nine (9) individual parcel exhibits

15.3 Appraisal Map

CONSULTANT will prepare Appraisal Map at 1"=50' scale to facilitate the acquisition of nine (9) parcels necessary for the construction of the project. The Appraisal Map will cover the area sufficient to fully depict only the acquisition parcels and shall be prepared in conformance with the Caltrans Right of Way Manual.

Deliverables:

- Draft/Final Appraisal Map

15.4 Legal Descriptions

CONSULTANT will prepare legal descriptions with accompanying exhibits to be used in conjunction with Grant Deed and/or easement deed language prepared by the City in the acquisition of fee parcels. The following acquisitions are anticipated:

- Eighteen (18) partial acquisitions
- Eighteen (18) temporary construction easements

There are a total of thirty-six (36) legal descriptions, including exhibits, and traverse closures.

Deliverables:

- Thirty-six (36) Legal Descriptions and Exhibits

15.5 Right of Way Map

CONSULTANT will update Appraisal Map and prepare Right of Way Map at 1"=50' scale to facilitate the acquisition of nine (9) parcels necessary for the construction of the project. The Right of Way Map will cover the area sufficient to fully depict the acquisition parcels and shall be prepared in conformance with the Caltrans Right of Way Manual.

Deliverables:

- Draft/Final Right of Way Map

16.0 Right of Way Acquisition Complete

16.1 Task and Management Meetings

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual right of way acquisition tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical and environmental documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures. CONSULTANT will attend and participate in two (2) monthly PDT meetings. CONSULTANT shall prepare deliverables log and action items log. CONSULTANT shall report the progress of the work. Progress shall be based on physical percent complete such as number of drawings or deliverables

Deliverables:

- Attendance at bi-weekly project team conference calls
- Attend two (2) PDT meetings
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Deliverables and Action Item Logs
- Milestone Progress Reports

16.2 Utility Coordination

CONSULTANT will coordinate and work closely with the CITY and utility companies to determine the need to relocate impacted lines, using CALTRANS policy for high and low-risk utilities. CONSULTANT will coordinate and attend up to five (5) project coordination meetings with CALTRANS, CITY and utility companies, such as Southern California Edison. It is assumed the utility companies will perform relocation design for their own facilities. CONSULTANT is responsible for coordinating electrical service points of connection with the electrical utility company. Plans for any extension of utility service facilities up to the designated service point of connection will be prepared by the utility company. Any necessary interim or permanent utility relocation plans will not be part of the PS&E package developed by CONSULTANT.

Deliverables:

- Attendance five (5) project utility coordination meetings
- Utility coordination with affected utilities within project limits

16.3 Utility Notices

CONSULTANT will prepare the following utility notices per CALTRANS Right of Way Manual, Chapter 13:

- Utility Verification
  CONSULTANT will prepare utility record drawing request letters under CITY's letterhead for CITY to mail to affected utility owners. CONSULTANT is responsible for verification of utility facilities that may have been shown as part of the Project Report documents. CONSULTANT will attach Utility Location Plans to Utility Verification Notices.

- Positive Location (Potholing)
  CONSULTANT will perform approximately four (4)_ potholes of existing utilities, and prepare and distribute utility base maps to affected utilities. Pothole intervals for any high risk utilities shall conform to the requirements of the CALTRANS Policy Manual for High and Low Risk Utilities. A pothole location map will be prepared summarizing the planned pothole locations. Any required agency encroachment permits and traffic control plans will be prepared by the CONSULTANT.

- Claim Letter to Owner (Preliminary Utility Design and Liability Determination)
  If utilities are required to be relocated or protected in place, CONSULTANT will prepare Claim Letter to Owners and distribute prepared conflict maps to affected utilities. CITY and/or CALTRANS and Utilities will provide the prior rights determination and will also prepare a Utility Relocation Agreement (URA) and Joint Use Agreement (JUA) or Consent to Common Use Agreement (CCUA) for each prior right utility relocation within state right-of-way. CITY and/or CALTRANS will also be responsible for all negotiations with the utility companies for cost responsibility and processing the URA's for approval. URA's will also be prepared by CITY and/or CALTRANS for non-prior rights utility relocations.

- Notice to Owner (Relocation Notice)
  CONSULTANT will prepare Notice to Owner to affected utility owners based upon conflict maps and utility conflict matrix. CONSULTANT will attach conflict maps, approved utility relocation design prepared by utility owner, and approved URA, JUA, or CCUA for each affected utility owner.

Deliverables:

- Utility Verification Notices
- Utility Positive Location Notices
- Utility Claim Letter to Owner Notices
- Utility Notice to Owner Notices

16.4 Utility Relocation

CONSULTANT will develop conflict maps and utility conflict matrix identifying all conflicts with the project based upon utility verification and positive location (potholing). The utility conflict matrix will be provided to Caltrans right of ways utilities and design unit and CONSULTANT will coordinate with CALTRANS, CITY, and utility owners for relocation planning.

if necessary, CONSULTANT will conduct a utility relocation feasibility study to evaluate existing systems and optimize relocations. CONSULTANT will develop preliminary cost estimate of relocation of affected utilities. Utility relocation final design plans will be prepared by the responsible utility company.

Deliverables:

- Utility Conflict Maps
- Utility Conflict Matrix
- Preliminary Utility Relocation Feasibility Study and Cost Estimate

16.5 Acquisition Coordination

CONSULTANT will perform the following tasks for acquisition coordination for nine (9) affected parcels:

Title Investigation Services

- Secure vesting deeds, property profile, and tax map for each property.
- Secure preliminary title reports for each property which will remain valid for a minimum of 6 months or until there is an ownership change.
- Secure copies of recorded back-up documents as needed.
- Share preliminary title information with right of way engineer, surveyor, and real estate appraisers for their use on the project.
- Prepare list of title exceptions to be cleared; confirm manner of disposition is consistent with approved project plan.
- Facilitate changes to preliminary title reports after the preparation of the legal descriptions, if necessary for partial acquisition projects.

Appraisal and Specialty Appraisal Services

- CONSULTANT will mail a notification letter and acquisition policies brochure to the property owner requesting permission to conduct an on-site inspection of the property, advising them of their right to accompany the appraiser at the time of the inspection, and requesting information regarding the property appraised which could influence the appraised value.
- Appraiser will review title information pertaining to respective ownerships and will review drawings and other pertinent information relative to the parcel.
- Appraiser will inspect each property personally with the owner (if possible) and document the inspection with photographs for use in the report.
- Appraiser will inventory all improvements affected by the proposed taking, including notes on their manner of disposition (i.e., pay-for and remove vs. move back).
- CONSULTANT will coordinate with CITY regarding the timing and need of loss of business goodwill appraisals in preparation of owner/tenant negotiations or in the event of condemnation proceedings.
- Appraiser will perform market research to support the selected appraisal methodologies and will document and confirm comparable sales information.
- Appraiser will prepare a narrative appraisal report that conforms to the Uniform Standards of Professional Appraisal Practice (USPAP). The appraisal study and report are intended to serve as an acquisition appraisal and will be prepared in a summary format consistent with the specifications for narrative appraisal reports.

- Upon completion of the fee appraisal, CONSULTANT will facilitate a formal review by an independent appraiser in accordance with federal regulations and Caltrans procedures manual.
- CONSULTANT will receive and analyze the completed appraisal reports accordingly.
- CONSULTANT will reconcile the real estate and fixtures and equipment conclusions, as necessary.

Deliverables:

- Nine (9) Preliminary Title Reports
- Nine (9) Summary Fee Appraisals
- Nine (9) Review Appraisals

16.6 Acquisition Documentation

CONSULTANT will perform the following tasks for acquisition documentation for nine (9) affected parcels:

Negotiate Right of Way Settlement/Prepare Acquisition Documents

- Establish and maintain a complete and current record file for each ownership in a form acceptable to CALTRANS and CITY.
- Receive and analyze title information, approved appraisal reports, and legal descriptions in sufficient detail to negotiate with property owners and other parties.
- Prepare all offer letters, summary statements, and lists of compensable items of fixtures and equipment, in accordance with state or federal regulations and approval of CITY.
- Present written purchase offers to owners or their representatives in person, when possible. Secure receipt of delivery of offer as practical and present and secure tenant information statements, as applicable.
- Notify relocation agent of initiation of negotiations within 2 business days and provide appraisal information, occupant contact information, and tenant information, as necessary.
- Follow-up and negotiate with each property owner, as necessary; prepare and submit recommended settlement justifications to CITY for review and approval; review any independent appraisal secured by property owner; and coordinate reimbursement of appraisal fees (up to $5,000) with CITY. Ongoing negotiations and settlement discussions will continue for 8 weeks after the initial offer or until we reach settlement or impasse.
- Prepare and assemble acquisition contracts, deeds, and related acquisition documents required for the acquisition of necessary property interests. Legal descriptions to accompany easements or to accompany partial acquisition deeds are not included in this Scope of Work.
- Maintain a diary report of all contacts made with property owners or representatives and a summary of the status of negotiations indicating attitude of owners, problem areas, and other pertinent information. Copies of all applicable written correspondence will be maintained in files.
- Prepare an impasse letter for any parcel where, after diligent attempts to settle by negotiation, it appears eminent domain will be needed or prudent to acquire the needed interest.

- Litigation support: in the event an acquisition is unable to be settled via voluntary means, the negotiations staff will provide a condemnation-ready case file, all relevant negotiations history and meet with City counsel as needed to provide relevant acquisition content.
- Transmit executed acquisition documents to CITY. Each transmittal package shall include a fully executed and properly notarized deed(s), fully executed acquisition contract with attachments, and a brief settlement memorandum which summarizes the pertinent data relative to the transaction.

Title Clearance Services

- Work in conjunction with escrow officer to facilitate the clearance of title matters as set forth in the settlement memorandum and escrow instructions.
- Coordinate payment of taxes due and release of liens.
- Secure full or partial reconveyance instruments from lien holders of record.
- Coordinate lost instrument bonds as may be necessary.
- Coordinate and facilitate recordation of corrective deeds to clear vesting issues.
- Secure subordination agreements from conflicting easement holders, as needed.
- All escrow fees, title insurance and other closing fees for acquiring right of way will be the responsibility of the CITY.

Escrow Coordination

If by Negotiated Settlement: Assist the escrow/title company in the following:

- Open escrow and coordinate execution of closing instructions providing for title insurance coverage at the settlement amount.
- Provide escrow officer with fully executed acquisition contract and notarized deed.
- Review settlement statement for accuracy.
- Coordinate deposit of acquisition price and estimated closing costs with escrow.
- After the closing, review the title insurance policy for accuracy.
- Prepare and mail a letter to County Assessor requesting cancellation of taxes if appropriate.

Eminent Domain Assistance

If Settlement by Eminent Domain: Assist eminent domain counsel with the following:

- Prepare a letter for the CITY signature to eminent domain counsel, requesting proceeding to condemnation.
- Provide eminent domain counsel with available right of way maps and legal descriptions, preliminary title reports and title review documents, and information on how to contact each owner or interest holder.
- Provide eminent domain counsel with a duplicate copy of the parcel file, together with a copy of the appraisal, offer to purchase, correspondence, acquisition contract, and deed as presented.
- Convert preliminary title reports to litigation guarantees for eminent domain counsels' use. Title company fees (based of the value of the interest required) are additional costs to be reimbursed by the CITY.
- Additional services in support of any formal legal proceeding that may be required for the condemnation process is not included in the this scope of work and will require a contract amendment.

Deliverables:

- Nine (9) Parcel Acquisitions

16.7 Right of Way Certification

CONSULTANT will prepare Right of Way Certification based upon the following tasks:

- Attend certification planning meeting with CALTRANS Right of Way Local Assistance Coordinator and project team.
- Ensure appraisal maps/right of way maps and legal descriptions are all properly identified and prepared in conformance with approved right of way numbering system.
- Ensure that all interests necessary for the project have been secured and all relocation activities have been performed in compliance with applicable law and regulations.
- Prepare certification form in coordination with engineer and CITY to include the compilation of all necessary back-up documents required including; deed, final order of condemnation, access easements, cooperative agreements, permits, right of entries, etc.
- Attend and coordinate pre and post-audit submittal meetings.
- The Hazardous Substances Disclosure Document (HSDD) will be prepared by the appropriate governing agency (CITY or CALTRANS).

Deliverables:

- Right of Way Certification

PHASE 3 – BID SUPPORT SERVICES AND SERVICES DURING CONSTRUCTION

Bid support services and services during construction will be phase three of the project. The CITY will proceed with the third phase upon successful completion of phase two. Bid support services and services during construction (e.g shop drawing review, RFI's, Record Drawings, Final Survey Monumentation, etc) are not included in this scope of work and will be authorized under a separate contract amendment.

Exclusions

- 35% Plans, Specifications, and Estimate will not be prepared as the GAD will serve as this milestone.
- A Value Analysis is not anticipated as the estimated project cost is under $50 million per FHWA guidelines and therefore excluded from this scope of work.
- Separate Environmental Documentation for Edison Transmission power line relocation to shift horizontally or within a new corridor is excluded from this scope of work.
- Pavement testing, deflection, and rehabilitation/overlay will not be required.
- Edge drain plans will not be required.
- No retaining walls or sound walls will be required.
- The CITY will be responsible for reproduction of plans and specification for bidding.
- It has been assumed that private property owners will be compensated through the right of way appraisal and acquisition process for any impacts to their

property requiring any type of demolition, new or reconstructed improvements (i.e., landscape, irrigation, entry monuments, signs, drive circulation, parking configuration, building or other structure relocation, decorative lighting, storage sheds, planters pools, etc.); therefore, no design fees have been assumed to perform field surveys or to prepare plans for any of these "off-site" improvements.

ESTIMATED HOURS AND FEE
SR-60 AT THEODORE STREET INTERCHANGE
CITY OF MORENO VALLEY
Exhibit "B-2"

RBF CONSULTING TEAM

Task Description	Principal	Project Manager	Structural Engineer	Technical Manager	Senior Project Engineer	Landscape Architect	Project Engineer/Planner	Design Engineer	Design Technician	Technician	Clerical	2-Person Survey Crew	1-Person Survey Crew	Licensed Surveyor	Subconsultants (LSA = LSA Associates, Inc.; PB = Parsons Brinckerhoff; LEI = Leighton & Assoc; OPC = Overland Pacific; US = Utility Specialists; AA = Arellano Associates) Hrs	Sub	Dollars	Total Estimated Hours	Total Estimated Fee
	Hours																		
	$ 185	$ 216	$ 188	$ 208	$ 182	$ 183	$ 157	$ 146	$ 118	$ 96	$ 83	$ 271	$ 133	$ 196					
PHASE 1 - PROJECT REPORT AND ENVIRONMENTAL DOCUMENT																			
1.0 Draft Project Report Approved by Caltrans		164		72	119		94	129	106	36	19				1872		$ 236,356	2,405	$ 360,399
1.1 Task Management and Meetings		44		20	13		8	8			7							96	$ 18,080
1.2 Project Scoping		20		8			8				12				60	LSA	$ 3,726	108	$ 17,002
1.3 Project Scheduling		8		4			20								8	LSA	$ 1,270	40	$ 7,210
1.4 Project Funding Support		8			16		20			16								60	$ 8,856
1.5 Geometric Alternatives Analysis		32		20			40	80	100	20								292	$ 43,952
1.6 Traffic Analysis and Study		12													1394	PB+LSA	$ 197,094	1406	$ 199,686
1.7 Obtain Right of Entry		12													54	OPC	$ 6,552	66	$ 8,154
1.8 Selection of Locally Preferred Alternative		20		8	16			12							12	LSA	$ 2,508	68	$ 10,344
1.9 Construction Phasing Plan															142	PB	$ 21,198	142	$ 21,198
1.10 Draft Project Report		8		12	80			32										132	$ 22,576
2.0 Preliminary Engineering Studies Approved by Caltrans		180	48	52	77	20	196	467	238	88	7				1154		$ 214,234	2,527	$ 427,235
2.1 Task Management and Meetings		44		20	13		8	8			7							96	$ 19,080
2.2 Geometric Plans for Project Alternatives		20		12	16		20	40	72	32								212	$ 31,904
2.3 Drainage Assessment		12		4			30	30	30									106	$ 23,144
2.4 Storm Water Data Report															194	PB	$ 26,186	194	$ 26,186
2.5 Conceptual Stage Construction Plan		32													160	PB	$ 23,072	192	$ 29,984
2.6 Preliminary Transportation Management Plan Data Sheet															44	PB	$ 6,518	44	$ 6,518
2.7 Utility Assessment															84	US	$ 11,385	84	$ 11,385
2.8 Right of Way Data Sheets		8					8	8	24						60	OPC	$ 4,914	108	$ 11,898
2.9 Life Cycle Cost Analysis		32			8		8	32	80	24								176	$ 24,712
2.10 Preliminary Geotechnical Investigations and Evaluation															629	LEI	$ 142,160	629	$ 142,160
2.11 Structure Advance Planning Study (APS)		12	40	12	16		40	200										320	$ 31,400
2.12 Conceptual Bridge Architecture		8	8				8	80										104	$ 18,864
2.13 Preliminary Landscape and Aesthetics Plan		8				20	8		32	32								100	$ 13,080
2.14 Preliminary Cost Estimates		4		4	24		16	32										128	$ 20,016
3.0 Fact Sheets for Exceptions to Design Standards Approved by Caltrans		4		4	42		32	120			8						$ -	210	$ 31,788
3.1 Fact Sheets for Exception to Design Standards		4		4	42		32	120			8							210	$ 31,788
4.0 Prepare and Circulate Draft Environmental Document		31		16	20		36	58		80	22				2764		$ 338,528	3,086	$ 377,082
4.1 Task Management and Meetings		16		7	4		2	2			2				64	LSA	$ 11,558	96	$ 15,154
4.2 Area of Potential Effects (APE) Map		4		4	12		8	32							34	LSA	$ 4,947	94	$ 13,653
4.3 Water Quality Assessment Report (WQAR)															192	LSA	$ 13,716	192	$ 13,716
4.4 Noise Study Report															316	LSA	$ 38,435	316	$ 38,435
4.5 Noise Abatement Decision Report (NADR)															126	LSA	$ 14,706	126	$ 14,706
4.6 Visual Impact Assessment (VIA)		8					30			80	20				6	LSA	$ 1,252	194	$ 24,452
4.7 Farmland Technical Memorandum															70	LSA	$ 7,308	70	$ 7,308
4.8 Draft Relocation Impact Statement (DRIS)															48	LSA	$ 5,195	48	$ 5,195

ESTIMATED HOURS AND FEE
SR-60 AT THEODORE STREET INTERCHANGE
CITY OF MORENO VALLEY
Exhibit "B-2"

RBF CONSULTING TEAM

Subconsultants
LSA = LSA Associates, Inc.
PB = Parsons Brinckerhoff
LEI = Leighton & Assoc
OPC = Overland Pacific
US = Utility Specialists
AA = Arellano Associates

	Task Description	Hours: Principal	Project Manager	Structural Engineer	Technical Manager	Senior Project Engineer	Landscape Architect	Project Engineer/Planner	Design Engineer	Design Technician	Technician	Clerical	2-Person Survey Crew	1-Person Survey Crew	Licensed Surveyor	Subconsultants Hrs	Sub	Dollars	Total Estimated Hours	Total Estimated Fee
		$ 136	$ 210	$ 188	$ 288	$ 162	$ 108	$ 157	$ 130	$ 118	$ 96	$ 82	$ 271	$ 133	$ 190					
4.9	Air Quality Analysis Report (AQA)															112	LSA	$ 18,310	112	$ 18,310
4.10	Paleontological Identification Paleontological Eval Rpt (PIR/PER)															78	LSA	$ 9,942	78	$ 9,942
4.11	Archaeological Survey Report (A&R/HPSR/HEIR															360	LSA	$ 39,872	360	$ 39,872
4.12	Jurisdictional Delineation (JD) Report															108	LSA	$ 13,556	108	$ 13,556
4.13	Natural Environment Study (NES)															834	LSA	$ 79,659	834	$ 79,659
4.14	DEIR for Geotech Borings		4		4	4		8	24							32	LSA	$ 3,570	74	$ 10,020
4.15	Screencheck Draft IS/EA															348	LSA	$ 41,794	348	$ 41,794
4.16	Draft IS/EA															180	LSA	$ 28,137	180	$ 28,137
4.17	Obtain Approval to Circulate															70	LSA	$ 8,277	70	$ 8,277
4.18	Circulate Draft IS/EA															82	LSA	$ 8,984	82	$ 8,984
5.0	Public Meetings and Outreach Conducted		16		8	8		8								420		$ 34,171	440	$ 42,323
5.1	Public Outreach Support and Public Meetings		16		8	8		8								420	LSA+AA	$ 34,171	440	$ 42,323
6.0	Prepare Final Env Document, Final Project Report and Obtain Env Clr		48		10	72		38	25			2				417		$ 53,578	604	$ 87,220
6.1	Task Management and Meetings		12		2	4		8	1			2				38	LSA	$ 8,628	65	$ 12,060
6.2	Prepare Response to Comments Matrix		8													138	LSA	$ 18,660	146	$ 19,788
6.3	Select Preferred Project Alternative		20					24											44	$ 8,088
6.4	Final Project Report		8		8	68			24										108	$ 18,292
6.5	Final Environmental Document															232	LSA	$ 27,568	232	$ 27,568
6.6	FONSI and NOA															9	LSA	$ 1,834	9	$ 1,834
7.0	Environmental Mitigation Negotiation and Permitting Complete															420		$ 56,308	420	$ 56,308
7.1	Resource Agency Permit Related Coordination																		0	$ -
7.2	Federal Clean Water Act and California Fish and Game Code Permits															420	LSA	$ 56,308	420	$ 56,308
8.0	Geometric Approval Drawings Complete and Approved by Caltrans				72	80		160	320									$ -	672	$ 94,678
8.1	Geometric Approval Drawings				72	80		160	320										672	$ 94,678
9.0	Design Mapping and Surveys Complete				14						122		16	144	37			$ -	333	$ 56,136
9.1	Photogrammetric Surveys				8						38		16	72	33				171	$ 28,518
9.2	Preliminary Right of Way Mapping				2						58			54	40				154	$ 17,608
9.3	Land Net Mapping and Surveys / Pre-Con Record of Survey				4						26			48	18				96	$ 13,512
10.0	Other Services Directed by the City		80		80	48		108	80	120	128								628	$ 99,556
	OTHER DIRECT COSTS FOR PHASE 1																	$ 46,380		$ 115,460
	Reproduction & Mileage																	$ 41,350		$ 58,350
	Aerial Photogrammetry																			$ 34,180
	Title Reports																	$ 4,950		$ 4,950
	PHASE 1 SUBTOTAL		212	16	210	496	27	562	1194	458	442	58	16	144	87	4627		$ 371,467	11,228	$ 1,750,182

ESTIMATED HOURS AND FEE
SR-60 AT THEODORE STREET INTERCHANGE
CITY OF MORENO VALLEY
Exhibit "B-2"

RBF CONSULTING TEAM

	Task Description	Hours: Principal	Project Manager	Structural Engineer	Technical Manager	Senior Project Engineer	Landscape Architect	Project Engineer/Planner	Design Engineer	Design Technician	Technician	Clerical	2-Person Survey Crew	1-Person Survey Crew	Licensed Surveyor	Subconsultants (LSA = LSA Associates, Inc. PB = Parsons Brinckerhoff LEI = Leighton & Assoc OPC = Overland Pacific US = Utility Specialists AA = Arellano Associates) Hrs	Sub	Dollars	Total Estimated Hours	Total Estimated Fee
		$ 235	$ 211	$ 181	$ 218	$ 182	$ 133	$ 157	$ 144	$ 118	$ 95	$ 60	$ 271	$ 103	$ 198					
	PHASE 2 - FINAL PLANS, SPECIFICATIONS, AND ESTIMATE																			
11.0	35% Design Plans, Specifications, and Estimate Authorized by Caltrans to Proceed to 65% PS&E (Not Required)																	0	$ -	
12.0	65% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 95% PS&E		509	68	473	369	232	1400	1652	1032	808	38	204		72	974		$ 153,922	7,828	$ 1,227,086
12.1	Task Management and Meetings		186		85	55		28	21			30							430	$ 80,374
12.2	Design Surveys				7						36		204		72				319	$ 74,886
12.3	Landscape and Aesthetics Plan				24		50			60									144	$ 21,792
12.4	Bridge Site Data Submittal				8			24		16									48	$ 7,800
12.5	Bridge Type Selection			24		60			40	80									204	$ 29,312
12.6	Storm Water Data Report															162	PB	$ 22,686	162	$ 22,686
12.7	Drainage Report				8	12		72	88	40									220	$ 32,960
12.8	Transportation Management Plan Data Sheet															50	PB	$ 7,802	50	$ 7,802
12.9	Geotechnical Design and Reports															296	LEI	$ 52,534	296	$ 52,534
12.10	Supplemental Fact Sheets for Exception to Standards for PS&E				6			40	60			6							112	$ 17,152
12.11	Draft Roadway Plans																			
	Title Sheet							4	2		6								12	$ 1,486
	Typical Cross Sections		12		12			40	32		32								132	$ 20,304
	Key Map and Line Index							4	4		4								12	$ 1,588
	Layout Plans		40		36			120	112		112								420	$ 64,788
	Removal Plans				8			16	16		16								44	$ 7,076
	ADL Removal and Placement Plans				8			16	16		16								52	$ 8,762
	Profile and Superelevation Plans		12		12			40	28		28								120	$ 18,420
	Construction Details		24		24			56	96		80								280	$ 41,192
	Contour Grading Plans		40		28			112	120		100								400	$ 59,848
	Summary of Quantities		24		24			80	80		80								288	$ 40,336
12.12	Draft Utility Plans		16		24			40	40		40					58	US	$ 8,736	218	$ 35,584
12.13	Draft Drainage Plans																			
	Water Pollution Control Plans					4		24	44	24									96	$ 13,872
	Drainage Plans					12		64	104	70									240	$ 35,868
	Drainage Profiles					8		40	75	50									173	$ 24,428
	Drainage Details					10		80	120	20									230	$ 34,080
	Drainage Quantities					12		40	96	64									212	$ 30,792
12.14	Draft Stage Construction/Traffic Handling Plans																			
	Stage Construction Index Plans															44	PB	$ 7,084	44	$ 7,084
	Traffic Handling Plans															214	PB	$ 31,329	214	$ 31,329
	Construction Area Signs															36	PB	$ 5,783	36	$ 5,783
	Temporary Signal Plans (Not Required)																		0	$ -
	Detour (Temp Rdwy) Plans / Profiles (Not Required)																		0	$ -
	Detour (Construction Area Sign) Plans															40	PB	$ 6,105	40	$ 6,105
	Detour Details															21	PB	$ 3,007	21	$ 3,007
	Stage Construction Quantities															51	PB	$ 7,856	51	$ 7,856

ESTIMATED HOURS AND FEE
SR-60 AT THEODORE STREET INTERCHANGE
CITY OF MORENO VALLEY
Exhibit "B-2"

RBF CONSULTING TEAM

Hours

	Task Description	Principal	Project Manager	Structural Engineer	Technical Manager	Senior Project Engineer	Landscape Architect	Project Engineer/Planner	Design Engineer	Design Technician	Technician	Clerical	2-Person Survey Crew	1-Person Survey Crew	Licensed Surveyor	Subconsultants LSA = LSA Associates, Inc. PB = Parsons Brinckerhoff LEI = Leighton & Assoc OPC = Overland Pacific US = Utility Specialists AA = Arellano Associates			Total Estimated Hours	Total Estimated Fee
		$ 318	$ 218	$ 188	$ 208	$ 182	$ 108	$ 167	$ 146	$ 118	$ 86	$ 68	$ 271	$ 133	$ 198	Hrs	Sub	Dollars		
12.16	Draft Traffic Plans																			
	Pavement Delineation Plans		16		8			16	32		32								202	$ 28,336
	Pavement Delineation Overlays				2			12	12		12								40	$ 5,860
	Sign Plans		16		28			36	72		40								192	$ 30,528
	Sign Details				8			12	20		16								56	$ 8,384
	Sign Quantities		10		12			24	12		20								88	$ 13,268
12.16	Draft Highway Planting Plans																			
	Planting Plans / Erosion Control Plans						68			92									160	$ 20,040
	Planting Details / Quantities						16			28									44	$ 4,860
	Irrigation Plans						68			92									160	$ 20,340
	Irrigation Details / Quantities						32			16									48	$ 4,980
12.17	Draft Electrical Plans																			
	Electrical - Traffic Signal Plans		20		12			50	28		30								140	$ 22,870
	Electrical - Lighting & Sign Illumination Plans & Details		30		36			36	60		64								296	$ 47,264
	Electrical - Ramp Metering Plans		12		12			28	30		18								100	$ 16,012
12.18	Draft Structure Plans			80		160			120	360									680	$ 89,440
12.19	Special Provisions		40	8	30	28	8	128											232	$ 42,156
12.20	Cost Estimate		12			16	4	80	28	8									148	$ 22,656
	90% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 100% PS&E		118	72	88	383	84	343	446	324	168	8				334		$ 47,843	2,221	$ 339,895
13.1	Task Management and Meetings		56		28	12		7	6			8							121	$ 20,390
13.2	Update Reports					8		20	40	84						208	PB+LEI	$ 27,584	352	$ 41,280
13.3	Update Roadway Plans		32		16			54	64		96								262	$ 38,848
	Update Utility Plans							8	16							27	US	$ 4,192	51	$ 7,704
	Update Drainage Plans				2	48		36	30	84									254	$ 38,883
	Update Stage Construction/Traffic Handling Plans															110	PB	$ 16,127	110	$ 16,127
	Update Traffic Plans		12		8			28	28		40								116	$ 17,060
	Update Highway Planting Plans						32			48									80	$ 10,080
	Update Electrical Plans		16		8			32	12		24								92	$ 11,814
13.4	Update Structure Plans			40		280			160	120									600	$ 90,400
13.5	Update Special Provisions		20	32	24	8	8	72											164	$ 30,472
13.6	Update Cost Estimate					24	4	32	40	8									108	$ 15,924
14.0	100% Design Plans, Specifications, and Estimates Ready-To-List		84	36	64	108	28	278	184	104	140	8				233		$ 33,911	1,273	$ 194,801
14.1	Task Management and Meetings		30		16	10		4	6			8							74	$ 14,842
14.2	Final Roadway Plans		28		24	28	16	136	140	36	136					233	PB	$ 33,911	777	$ 110,775
14.3	Final Structure Plans			16		40			40	60									156	$ 22,608
14.4	Final Special Provisions		16	8	20	8	8	36											108	$ 20,608
14.5	Final Cost Estimate			4		16	4	32		8									56	$ 6,892
14.6	Resident Engineer's File		12	8		16		72											108	$ 16,864
15.0	Right of Way Legal/Plats and Appraisal Reports Complete		18		66	6		131	2	48	364	3			182			$ -	820	$ 118,112

ESTIMATED HOURS AND FEE
SR-60 AT THEODORE STREET INTERCHANGE
CITY OF MORENO VALLEY
Exhibit "B-2"

RBF CONSULTING TEAM

Task Description	Principal	Project Manager	Structural Engineer	Technical Manager	Senior Project Engineer	Landscape Architect	Project Engineer/Planner	Design Engineer	Design Technician	Technician	Clerical	2-Person Survey Crew	1-Person Survey Crew	Licensed Surveyor	Subconsultants (LSA = LSA Associates, Inc.; PB = Parsons Brinckerhoff; LEI = Leighton & Assoc; OPC = Overland Pacific; US = Utility Specialists; AA = Arellano Associates)			Total Estimated Hours	Total Estimated Fee
Hours	$ 305	$ 216	$ 128	$ 208	$ 152	$ 138	$ 137	$ 146	$ 110	$ 96	$ 68	$ 273	$ 133	$ 138	Hrs	Sub	Dollars		
16.1 Task Management and Meetings		16		8	8		8	2			1							42	$ 3,440
16.2 Right of Way Requirement Maps				2			40		48	72								224	$ 31,808
16.3 Appraisal Map				2						40				12				54	$ 8,740
16.4 Legal Descriptions				14						120				144				380	$ 50,684
16.5 Right of Way Map				16			48			80				8				156	$ 20,691
16.6 Right of Way Acquisition Complete		12		6	4		2	1			2				608		$ 62,465	635	$ 87,899
16.1 Task Management and Meetings		12		6	4		2	1			2							27	$ 5,634
16.2 Utility Coordination															8	US	$ 1,159	8	$ 1,159
16.3 Utility Notices															20	US	$ 3,145	20	$ 3,145
16.4 Utility Relocations															64	US	$ 7,338	64	$ 7,338
16.5 Appraisal Coordination															443	OPC	$ 44,115	443	$ 44,115
16.6 Acquisition Documentation															40	OPC	$ 4,120	40	$ 4,120
16.7 Right of Way Certification															33	OPC	$ 2,569	33	$ 2,569
OTHER DIRECT COSTS FOR PHASE 2:																	$ 75,550		$ 99,550
Reproduction & Mileage																	$ 4,000		$ 24,000
Appraisals and Review Appraisal																	$ 71,550		$ 71,550
Utility Potholes																			$ 4,000
PHASE 2 SUBTOTAL		744	184	828	870	324	2152	3201	1408	1402	84	204		234	2140		$ 372,731	5778	$ 2,042,145
TOTAL ESTIMATED HOURS AND BUDGET		1,056	832	1027	1136	324	3804	3464	1648	1538	318	258	144	331	2978		$ 1,144,752	14406	$ 3,777,327

SR-60/Theodore Street Interchange Improvement Project
Project Approval and Environmental Document Phase
Milestone Payment Schedule
June 12, 2013

Task	Begin	End	Duration	Cost
PHASE 1 - PROJECT REPORT AND ENVIRONMENTAL DOCUMENT				
1.0 Draft Project Report Approved by Caltrans	7/15/2013	8/1/2014	13	$360,399
2.0 Preliminary Engineering Studies Approved By Caltrans	10/1/2013	5/1/2014	7	$427,235
3.0 Fact Sheets for Exceptions to Design Standards Approved By Caltrans	10/1/2013	5/1/2014	7	$31,788
4.0 Prepare and Circulate Environmental Document	10/1/2013	8/1/2014	10	$377,082
5.0 Public Meetings and Outreach Conducted	5/1/2014	10/1/2014	5	$42,323
6.0 Prepare Final Environmental Document, Final Project Report, and Obtain Environmental Clearance	8/1/2014	3/1/2015	7	$87,220
7.0 Environmental Mitigation Negotiation and Permitting Complete	8/1/2014	3/1/2015	7	$56,308
8.0 Geometric Approval Drawings Complete and Approved By Caltrans	1/1/2014	8/1/2014	7	$94,676
9.0 Design Mapping and Surveys Complete	7/1/2013	1/1/2014	6	$58,136
10.0 Other Services Directed by the City				$99,556
OTHER DIRECT COSTS FOR PHASE 1				$115,460
PHASE 1 SUBTOTAL				$1,750,183

Item No. A.9

MV00210799

SR-60/Theodore Street Interchange Improvement Project
Project Approval and Environmental Document Phase
Milestone Payment Schedule
June 12, 2013

PHASE 2 - FINAL PLANS, SPECIFICATIONS, AND ESTIMATE				
11.0 35% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 65% PS&E				$0
12.0 65% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 95% PS&E	5/1/2014	1/1/2015	8	$1,227,086
13.0 95% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 100% PS&E	1/1/2015	8/1/2015	7	$339,895
14.0 100% Design Plans, Specifications, and Estimates Ready-To-List	8/1/2015	12/31/2015	5	$194,601
15.0 Right of Way Legal/Plats and Appraisal Reports Complete	1/1/2014	1/1/2015	12	$118,112
16.0 Right of Way Acquistion Complete	1/1/2014	12/31/2015	24	$67,899
OTHER DIRECT COSTS FOR PHASE 2				$99,550
PHASE 2 SUBTOTAL				$2,047,143
TOTAL BUDGET				$3,797,326

RBF CONSULTING

LABOR RATE SCHEDULE
SR-60/THEODORE STREET INTERCHANGE
PROFESSIONAL PLANNING AND ENGINEERING SERVICES

June 25, 2013

STAFF NAME	CLASSIFICATION	PROJECT ROLE	RANGE OF DIRECT HOURLY RATES		INITIAL DIRECT HOURLY RATE	FULLY LOADED HOURLY RATE
			LOW	HIGH		
Steve Huff	Principal	Principal			$115.85	$334.82
Tim Hale	Project Manager	Project Manager			$75.56	$316.14
Darin Johnson	Senior Technical Manager	Engineering Lead			$91.35	$268.42
Josue Vaqueiro	Project Engineer	Roadway Design			$63.56	$157.38
Carie Davis	Senior Project Engineer	Project Report			$35.00	$161.61
Alan Su	Project Engineer	Cost Estimates			$63.00	$155.73
Patrick Cruz	Design Technician	Roadway Design			$40.00	$117.53
Rebecca Kelcher	Design Technician	Life Cycle Cost Analysis			$36.55	$107.40
Daniel David	Technician	Drafting			$27.50	$80.80
Ramy Ratziaff	Project Engineer	Engineering QC			$52.61	$152.82
Jennifer Chan	Design Engineer	Roadway Design			$48.88	$143.54
Steven Nguyen	Technician	Roadway Design			$32.70	$96.06
Carlos Ortiz	Technical Manager	Traffic Lead			$89.43	$262.77
Gary Tolmie	Design Engineer	Traffic Engineer			$40.90	$120.18
Antonio Salas	Technician	Traffic Engineer			$29.95	$88.00
						$0.00
Brad Losey	Project Engineer	Drainage Lead			$49.76	$146.21
Barbara Veasley	Project Engineer	Drainage Engineer			$52.06	$152.79
Amos Lantin	Technical Manager	Water Quality Lead			$98.08	$288.19
Terrence Chen	Design Engineer	SWDR			$44.17	$129.79
Kevin Evarts	Design Technician	SWDR			$39.12	$114.95
Brad Mielke	Structural Engineer	Structures Lead			$98.08	$288.19
Sal Sheikh	Structural Engineer	Structural Engineer			$64.00	$188.05
Jessica Mosquera	Project Engineer	Structures Engineer			$50.61	$148.85
Tihomir Kirilov	Project Engineer	Independent QC			$50.73	$149.08
Ciprian Stelea	Design Engineer	Structures Engineer			$44.50	$130.78
Cathy Johnson	Landscape Architecture	Aesthetics			$46.85	$137.66
Daniel Baxter	Design Engineer	Aesthetics			$35.31	$103.75
Robert Klekner	Project Planner	Aesthetics			$40.85	$120.02
Kristen Bonon	Project Planner	Visual Impact Assessment			$35.28	$103.66
Tracy Worth	Technician	VIA/Aesthetics			$26.25	$77.13
Larry Poman	Licensed Surveyor	Design Surveys & Maps			$67.31	$197.78
John Duquet	Design Engineer	Right of Way Mapping			$49.50	$145.45
Amanis Urena	Technician	Right of Way Mapping			$24.60	$72.35
Paul Schell	Party Chief	Surveyor			$46.96	$137.96
Matt Nees	Instrument Man	Surveyor			$45.08	$132.49
Amy Bardos	Clerical				$21.50	$63.17

INDIRECT COST	
Overhead	116.77%
General & Admin	50.35%
Total	**167.12%**

FEE (PROFIT)	10%

Escalation Per Year =			
Year	# of Months		Value
2014	12		0.00%
2015	12		0.00%
2016	12		0.00%
2017	0		0.00%
TOTAL	36		0.00%

Item No. A.9

MV00210801

EXHIBIT B-3

LSA ASSOCIATES, INC

LSA

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20 EXECUTIVE PARK, SUITE 200
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CARLSBAD
FORT COLLINS

FRESNO
PALM SPRINGS
PT. RICHMOND

RIVERSIDE
ROCKLIN
SAN LUIS OBISPO

June 14, 2013

Tim Haile, P.E.
RBF Consulting
3300 East Guasti Road, Suite 100
Ontario, CA 91761

Subject: Theodore/SR 60 Interchange Environmental Scope of Work

Dear Mr. Haile:

LSA Associates, Inc. (LSA or CONSULTANT) is pleased to provide you with this scope of work to provide environmental documentation for the improvements to the Theodore/SR-60 Interchange project in the City of Moreno Valley.

We anticipate, based on the Preliminary Environmental Analysis Report (PEAR) prepared for the proposed project, the level of environmental documentation environmental clearance of the project under both CEQA and NEPA to be an Initial Study/ Environmental Assessment (IS/EA) leading to a Mitigated Negative Declaration/Finding of No Significant Impact (MND/FONSI) with the following supporting technical studies:

- Air Quality and Greenhouse Gases
- Noise
- Natural Environment Study (NES)
- Cultural and Paleontological Resources
- Farmland Technical Memorandum
- Geotechnical
- Phase I Hazardous Materials
- Relocation Impact Statement
- Water Quality
- Visual Resources
- Traffic
- Water Quality

Environmental analyses will be performed to meet CEQA and NEPA requirements, and in accordance with the environmental review process for transportation projects, FHWA guidelines, and the Caltrans Standard Environmental Reference (SER). We will meet with Caltrans to scope the technical studies and address any comments made on draft environmental documents.

The scope of work presented below is based on the PEAR and LSA's extensive knowledge of the project area. LSA understands the Client will contract separately to prepare a traffic study, Visual Impact Assessment (VIA), and Initial Site Assessment (ISA). The Client will prepare a Floodplain Encroachment Summary and the Area of Potential (APE) map. All these studies will be provided to LSA in PDF format for inclusion in the environmental document.

The purpose of the proposed project is to reconstruct and improve the interchange at SR-60 and Theodore Street in order to correct existing geometric deficiencies, increase capacity, and improve operations. The challenge of this project is to balance the needs of the traveling public with the physical disruptions to the natural, built, and human environment. The only development existing

within or adjacent to the project site consists of existing roadway facilities, an industrial/warehousing facility (Skechers) to the southwest, and one single-family residence to the northeast.

There are Edison power lines that will require relocation because of impacts of the proposed project. The environmental effects of relocating these poles will be covered in the Area of Potential Effect (APE) map and technical and environmental documents (IS/MND and EA/FONSI).

The environmental factors that could affect cost and schedule for this proposed project include the anticipated permit processes (NPDES/SWPPP approvals through the Santa Ana RWQCB and encroachment permits) and potential permit processes (regulatory permits from the ACOE, RWQCB, and CDFW). Other factors include the need for additional technical studies, or the identification of cultural or biological resources resulting in unanticipated mitigation requirements. The environmental document would be prepared based on technical studies completed and approved for the proposed project, as well as any additional studies in the vicinity. For this proposed project, special considerations may entail resource agency permits, the potential for hazards/hazardous materials within the proposed project limits, and pre-construction biological resource surveys.

According the Moreno Valley General Plan EIR (Table and Figure 5.10-1) the area of potential effect of the proposed alternatives contains three potential historic resources in the northeast quadrant of the interchange that will require evaluation for potential historic effects. A Historic Property Survey Report (HPSR) that includes an Archaeological Survey Report (ASR) and a Historical Resources Evaluation Report (HRER), to evaluate effects to any historic structures or resources in the area of potential effect will be prepared.

Of greatest concern are the project alternatives effects on biological resources. The biological resource studies will also consider the requirements regarding covered species and covered activities identified in the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) which is relevant to the proposed project. Under the requirements of the MSHCP, certain studies or analyses and reports may be required to ensure that the project has achieved consistency with all MSHCP requirements. For this project, studies and findings will include: focused species surveys for burrowing owl, Los Angeles pocket mouse, riparian birds; habitat assessment for fairy shrimp and bats; a jurisdictional delineation; MSHCP Equivalency Finding; MSHCP Determination of Biologically Equivalent or Superior Preservation (DBESP); and functions and values analyses for any riverine/riparian areas or vernal pools.

Caltrans is a participating jurisdiction, or a "Permittee" of the MSHCP, and receives "take" authorization, as long as the project is in compliance with the MSHCP. However, if a non-participating entity requires a take permit from the USFWS in Riverside County, Section 7 Consultation would be required for those impacts. However, the USFWS has agreed that this Section 7 Consultation would be an expedited consultation process and would not require any additional mitigation beyond that required under the MSHCP.

There is the potential for the built alternative to effect a blue line stream that drains into Mystic Lake located east of the interchange between Theodore and Gilman Springs. This stream contains vegetation that may be habitat for riparian bird species. A jurisdictional "waters of the U.S." determination will be prepared according to current Corps standards. Finally, we will determine the extent of any streambed and associated riparian areas are subject to review by California Department of Fish and Wildlife under Section 1600 et seq. of the Fish and Game Code.

SCOPE OF WORK

Environmental analyses will be performed for two (2) build alternatives to meet CEQA and NEPA requirements, and in accordance with the environmental review process for transportation projects, FHWA guidelines, and the Caltrans Standard Environmental Reference (SER). All technical studies and the environmental document will be reviewed by Caltrans. For purposes of this scope, one round of internal CONSULTANT project team review and two (2) rounds of Caltrans review are anticipated for each deliverable. The level of effort for the technical studies and the environmental document assumes providing no more than two bound hard copies, one unbound hard copy, and the remainder of the copies on CD for each submittal.

CONSULTANT has prepared a PEAR that has been submitted to Caltrans for review but not approved (signed). The scope of work presented below is based on the draft PEAR and CONSULTANT's extensive knowledge of the project area.

The Environmental Document will be prepared in accordance with the Caltrans SER, FHWA Technical Advisory T6640.8A, and 23 CFR 771. This scope of work is based on the IS/EA Annotated Outline dated October 1, 2012). CONSULTANT will prepare an Environmental Document incorporating an environmental checklist, technical analyses, a discussion of critical environmental issues identified, an analysis of the cumulative effects of the project, mitigation measures, and a list of potential permits required. CONSULTANT shall prepare, as separate deliverables in advance of the screencheck draft ED Caltrans approval, the project Purpose and Need and the Project Description.

The Purpose and Need and Project Description that will be circulated to Caltrans for review and approval will be a concise document that is appropriate for use in the technical studies. The Caltrans SER IS/EA template requires a more expanded Purpose and Need and Project Description in Chapter 1 of the IS/EA, which will be developed later in the process.

1.0 ENVIRONMENTAL TECHNICAL STUDIES

1.1 Task Management and Meetings

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual environmental tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical and environmental documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures, including the 5-step NEPA QC process. CONSULTANT will attend and participate in ten (10) monthly PDT meetings. A Project kick-off meeting with key personnel and CONSULTANT team personnel will be held just prior to NTP to discuss project goals, objectives, lines of communication, and schedule.

Deliverables:

- Attendance at bi-weekly project team conference calls
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Attend 10 PDT meetings

1.2 Project Scoping

LSA will prepare a Scoping Document at the outset of the environmental process that will identify the assumptions for each of the technical studies. This document will be presented to Caltrans staff after review by the Client. The objective is to get Caltrans' concurrence on the assumptions used in the analysis for each one the technical subjects so there is limited exposure to misunderstandings between Caltrans and LSA as to what the technical studies are to contain and how the analysis is to be conducted. This will protect the Client, LSA, and Caltrans if disagreements among technical experts occur during the review of the technical studies and environmental document. LSA will attend one meeting with Caltrans and the Client to present the scoping document.

Deliverables:

- Preparation of a Scoping Document – 10 hard bound copies
- Attendance at one (1) meeting with Caltrans to present the Scoping Document.
- Attendance at one meeting with the Project Team to discuss the schedule.

1.6 Traffic Analysis and Study

LSA will review the traffic analysis (prepared by others) and coordinate with RBF Consulting regarding the traffic data required for use as the basis for preparing the Air Quality Analysis, the Noise Study Report, the project description, and the traffic section for the environmental document.

1.8 Selection of Locally Preferred Alternative

LSA will provide environmental support to RBF Consulting for identification of the Locally Preferred Alternative.

4.0 PREPARE AND CIRCULATE DRAFT ENVIRONMENTAL DOCUMENT

4.1 Task Management and Meetings

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual environmental tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical and environmental documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures, including the 5-step NEPA QC process. CONSULTANT will attend and participate in four (4) monthly PDT meetings. A Project kick-off meeting with key personnel and CONSULTANT team personnel will be held just prior to NTP to discuss project goals, objectives, lines of communication, and schedule.

Deliverables:

- Attendance at bi-weekly project team conference calls
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Attend 4 PDT meetings

4.2 Area of Potential Effects (APE) Map

In consultation with Caltrans, CONSULTANT will develop an Area of Potential Effects (APE) map on a base map provided by the project engineer. The APE map will depict the existing topography; grading limits; borrow and staging areas; relocation of the Edison power poles, temporary construction easements; existing and proposed right-of-way; existing and proposed roadway geometrics; parcel boundaries and numbers, as needed; evaluated buildings and structures; a scale in U.S. Customary Units; a north arrow; sound and/or retaining walls, if any; conceptual Best Management Practices (BMPs); the APE boundary; a signature block; a legend; and all other Caltrans format requirements per the SER (January 2011). Per Caltrans, the map will be at scale of 1 inch = 200–400 ft (a scale of 1 inch = 200 ft is preferable). The map identifies the entire area that is archaeologically and architecturally surveyed for the project.

Deliverables

- Draft/Final Area of Potential Effects (APE) Map

4.3 Water Quality Assessment Report (WQAR)

CONSULTANT will prepare a WQAR for the project that follows the Caltrans November 2011 Water Quality Assessment Report Content and Recommended Format. The WQAR will discuss watershed characteristics, groundwater hydrology, regulatory requirements, pollutants of concern, and receiving waters conditions, objectives, and beneficial uses. The report will also discuss design pollution prevention Best Management Practices (BMPs), construction site BMPs, and treatment BMPs that are applicable to the project alternatives per Caltrans Storm Water Quality Handbooks Project Planning and Design Guide. Information to be obtained from the SWDR and incorporated into the WQAR includes, but is not limited to, proposed BMPs, disturbed soil area, and new impervious surface area for each alternative. The project's potential impact on water quality will be evaluated and mitigation measures necessary to prevent adverse water quality impacts will be identified. In addition, rough hydrologic calculations (suitable for determination of estimated storm water runoff volumes) based upon topography and preliminary engineering plans will be provided by the project engineer and incorporated into the WQAR.

Deliverables:

- Draft/Final WQAR - 6 hard copies of the Draft and Final and one CD-ROM.

4.4 Noise Study Report

CONSULTANT will address issues related to the traffic noise impact for use in the Environmental Document. A Noise Study Report (NSR) will be prepared to analyze two (2) build and a no build alternatives. The study will comply with Caltrans Traffic Noise Analysis Protocol (August 2011) requirements. Tasks to be completed by CONSULTANT include:

- Conduct a site visit to identify frequent human use areas, existing property walls, existing noise sources, and possible locations for the noise barriers.
- Prepare a work plan for Caltrans review and approval. The work plan will identify noise measurement sites, land use type in the study area, study methodology, and traffic volumes that will be used for the noise impact analysis.

- Conduct short-term noise measurements to determine the existing background noise levels in the study area and to calibrate the traffic noise model. Noise measurements will be conducted in accordance to the guidelines specified in the Caltrans' Technical Noise Supplement - A Technical Noise Supplement to the Traffic Noise Analysis Protocol (TeNS). Noise measurements will be conducted using Type 1 (precision) noise monitoring equipment. Traffic volumes will be recorded during short-term noise measurements which will be used to calibrate the traffic noise model.
- Use the FHWA Traffic Noise Model (TNM) version 2.5 to compute traffic noise levels of the future two build alternatives and the future no build alternative when there are existing major roadways in the proposed alignment. Areas where the traffic noise levels would approach or exceed Noise Abatement Criteria will be identified.
- Use the Level of Service C/D volumes for the main lanes and the actual 2035 traffic volumes for the ramps to determine traffic noise impacts. However, ramp traffic will be capped at 1,000 vehicles per hour per lane.
- Identify noise barriers that would provide feasible noise abatement for the impacted frequent human use areas.
- Conduct reasonableness analysis in accordance with Caltrans guidelines to determine the reasonableness cost allowance for the feasible noise barriers.
- Analyze construction noise and vibration impacts in general terms because detailed construction activities and their sequences will not be available at the time of the study.
- Prepare a Noise Study Report to summarize noise measurement results, noise impact analysis results, feasible noise abatement measures, and reasonableness cost allowance for each feasible noise barrier. Figures will also be prepared that will show noise measurement sites, noise modeling sites, land use, as well as the location and minimum heights of the sound walls that would provide feasible abatement.
- Prepare a noise section of the environmental document to present the results of the noise impact analysis and proposed mitigation measures to minimize noise impacts.

Assumptions:

- Conduct short-term noise measurements to determine the existing background noise levels in the study area and to calibrate the traffic noise model at 10 sites within the APE.
- Use FHWA Traffic Noise Model (TNM) version 2.5 to compute traffic noise levels of the future 2 build alternatives and the future no build alternative.

Deliverables:

- Draft/Final NSR - 6 hard copies of the Draft and Final and one CD-ROM.

4.5 Noise Abatement Decision Report (NADR)

CONSULTANT will prepare a Draft Noise Abatement Decision Report (NADR) following criteria described in the California Traffic Noise Protocol for New Highway Construction and Reconstruction Reports, and the Technical Noise Supplement (TeNS). To determine whether a noise abatement measure is reasonable, CONSULTANT will evaluate noise reduction design goal and conduct a cost-benefit analysis. Additionally, sound wall surveys will be prepared for review by Caltrans for properties which would be affected by sound wall construction. The approved sound wall surveys will be mailed to affected property owners during the public review period of the Draft ED.

A Final NADR will be prepared that incorporates the results of the sound wall surveys and final determinations regarding reasonable and feasible walls. The NADR is a design document that must be signed by the Project Engineer.

Assumptions:

- Assumes up to 25 mailings.

Deliverables:

- Draft/Final NADR - 6 hard copies of the Draft and Final and one CD-ROM.

4.6 Visual Impact Assessment

The VIA is being prepared by RBF. LSA will review the VIA for use as the basis for preparing the Visual Impact Section of the Draft IS/EA.

4.7 Farmland Technical Memorandum

According to the California Department of Conservation's 2010 map denoting *Riverside County Important Farmland*, the northeastern quadrant of the project site is designated as Prime Farmland and Farmland of Statewide Importance. If farmlands will be disrupted by the proposed project, CONSULTANT will prepare Form AD 1006 for submittal to Caltrans. The results determine if mitigation will be required. The Land Evaluation and Site Assessment (LESA), originally developed by the NRCS, will be used for quantifying the merits of retaining, in agricultural use, parcels proposed for conversion.

Assumptions:

- Assumes Form AD 1006 for submittal to Caltrans will be prepared if farmlands will be disrupted by the proposed project.

Deliverables:

- Draft/Final Farmland Technical Memorandum - 6 hard copies of the Draft and Final and one CD-ROM.

4.8 Draft Relocation Impact Statement (DRIS)

A Draft Relocation Impact Statement (DRIS) will be prepared in accordance with Chapter 602, Relocation Impact Documents, of the Caltrans Relocation Assistance and Housing Procedures Manual. This task includes a site visit, research, and preparation of the DRIS, including exhibits. The study will include the following items for all alternatives being studied:

- Number and type of residential and nonresidential displacements
- Current and anticipated availability of relocation resources
- A discussion of any relocation problems specific to this project, along with suggested solutions to those problems

After a preferred alternative has been selected, if required, a Final Relocation Impact Statement (FRIS) will be prepared in conjunction with the final environmental document.

Both the DRIS and the FRIS depend upon the provision of accurate Right of Way Data Sheets prepared by CONSULTANT. Interviewing the affected owners and tenants and appraising the displaced properties, or portions thereof, shall be the responsibility of Caltrans as they are typically done after completion of the PA/ED phase.

Assumptions:

- Interviewing the affected owners and tenants and appraising the displaced properties, or portions thereof, shall be the responsibility of CALTRANS as they are typically done after completion of the PA/ED phase.

Deliverables:

- Draft/Final Relocation Impact Statement - 6 hard copies of the Draft and Final and one CD-ROM.

4.9 Air Quality Analysis Report (AQA)

CONSULTANT will conduct an air quality analysis to satisfy CEQA, state and federal environmental requirements, and conformity provisions of the Clean Air Act Amendments (CAAA) to support the environmental document. The proposed project is located within the South Coast Air Basin (SCAB) region of Riverside County. Therefore, the project is subject to the South Coast Air Quality Management District's (SCAQMD) rules and regulations.

The Air Quality Analysis Report will be prepared in accordance with the following protocols/guidelines: Caltrans Transportation Project-Level Carbon Monoxide Protocol, FHWA/EPA Transportation Conformity Guidance for Quantitative Hot-spot Analyses in PM2.5 and PM10 Nonattainment and Maintenance Areas, FHWA Interim Guidance on Air Toxic Analysis in NEPA Documents, and Caltrans' policy on greenhouse gas emissions. The Air Quality Report will also analyze and discuss the presence/ absence of asbestos-containing structures/roadway affected by the Project and construction-related impacts. In addition, the proposed project's short-term construction and long-term operational impact on global warming and climate change will be discussed.

The Air Quality Report will include the project listings from the latest Regional Transportation Plan (RTP), Federal Transportation Improvement Program (FTIP), and Federal Statewide Transportation Improvement Program (FSTIP) and describe how the proposed project is consistent with those listings. The Air Quality Report will make a final determination whether the build alternatives will conform to applicable state and federal air quality plans. Mitigation measures will be defined for any construction and/or operational impacts that are identified. Coordination with EPA, Caltrans, and FHWA through SCAG's Transportation Conformity Working Group (TCWG) will be necessary to ensure that the proposed project would not violate/exacerbate air quality in the SCAB.

In addition to the air quality analysis, CONSULTANT will prepare the "Conformity Analysis Documentation for Project-Level Conformity Determinations in Metropolitan Nonattainment/ Maintenance Areas" required for NEPA delegation.

Deliverables:

- Draft/Final TCWG PM Hot Spot Form
- Draft/Final Air Quality Report - 6 hard copies of the Draft and Final and one CD-ROM.
- Draft/Final Air Quality Conformity Report and Checklist

4.10 Paleontological Identification Report and Paleontological Evaluation Report (PIR/PER)

Paleontological Identification Report/Paleontological Evaluation Report (PIR/PER) will be conducted/prepared per the guidelines set forth in The State of California Department of Transportation (Caltrans) *Standard Environmental Reference (SER), Environmental Handbook (EH), Volume 1, Chapter 8 – Paleontology* (Revised February 2012[1]); and guidelines developed by the Society of Vertebrate Paleontology (SVP, 1995[2] and 2010[3]).

This scope of work for paleontological resources includes the initial tasks that are required for this project. If findings are positive, a budget augment may be necessary to prepare additional reports that may be required by the Caltrans *SER, EH, Volume 1, Chapter 8 – Paleontology,* such as a Paleontological Mitigation Plan (PMP). The tasks that will be completed under the Paleontology Resources Scope are as follows:

- **Locality Search.** CONSULTANT will conduct a geological and paleontological literature and locality review through the San Bernardino County Museum (SBCM), and records maintained by CONSULTANT. All information will be summarized in the Paleontological Investigation Report (PIR).
- **Field Survey.** Depending on the results of the locality search, CONSULTANT will complete a windshield or pedestrian survey of the project footprint. The purpose of the survey is to confirm the geology as it has been mapped, confirm the presence of any localities that may have been recorded, and to determine if there might be any unrecorded localities within the project footprint. Results will be summarized in the PIR.
- **Paleontological Investigation Report (PIR).** CONSULTANT will prepare a PIR. This report will detail results of the locality search, the geological investigation, and the field survey. The PIR will assess whether there are known or reasonably anticipated paleontological resources within the project footprint. If so, based on the description of proposed work and excavation parameters, the report will determine whether or not project excavation will impact those resources.
- **Paleontological Evaluation Report (PER).** CONSULTANT will prepare a PER. This report is usually combined with the PIR and is prepared when the PIR determines that there is potential for paleontological resources to be encountered during excavation for the project. The PER will determine: (1) the Department's legal responsibilities; (2) the necessity for involving other agencies and stakeholders; (3) whether the resource can be avoided (regardless of its potential significance); and (4) the significance of the resource. If significant

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1 http://www.dot.ca.gov/ser/vol1/sec3/physical/Ch08Paleo/chap08paleo.htm.

2 Society of Vertebrate Paleontology. 1995. *Assessment and Mitigation of Adverse Impacts to Nonrenewable Paleontologic Resources: Standard Guidelines*. Society of Vertebrate Paleontology News Bulletin, No. 163, January 1995: 22–27.

3 Society of Vertebrate Paleontology. 2010. *Standard Procedures for the Assessment and Mitigation of Adverse Impacts to Paleontological Resources*. Society of Vertebrate Paleontology. Impact Mitigation Guidelines Revision Committee. Pages 1–11.

resources are identified, the PER will make recommendations on how to mitigate any impacts such as avoidance or preparation of additional studies such as a PMP.

The PIR and PER are often combined into a single document. The PIR and PER must be completed prior to Project Approval/ Evaluation Documentation (PA/ED) in order to minimize construction delays. If required, the PMP must be completed prior to the beginning of construction. The purpose of the PIR is to identify if resources may be present within the project area, the purpose of the PER is to evaluate the significance of the resources, if they are determined to be present, and the purpose of the PMP is to develop mitigation, for those significant resources.

Occasionally the PIR/PER will determine that despite the results of the literature search, it is unlikely that the project will encounter significant resources during construction. This may be due to sediments or rock units in the project area not being sensitive for paleontological resources (such as being too young <10,000 years, or being a rock unit like granite or a metamorphic rock that do not contain fossils); or previous construction in the area removing the sensitive sediments, or burying the sensitive sediments with fill deeper than depths that which will be encountered during the project. In these cases, a PMP will not be required, and the reason will be specified in the PIR/PER.

Assumptions:

- Assumes negative findings.
- CONSULTANT will complete a windshield or pedestrian survey of the project footprint.
- Assumes the PIR and PER will be combined into a single document.

Deliverables

- Draft/Final PIR/PER - 6 hard copies of the Draft and Final and one CD-ROM.

4.11 Archaeological Survey Report (ASR)/Historical Property Survey Report (HPSR)/Historical Evaluation Report (HER)

All tasks and documents are scoped to be completed per the guidelines set forth in the California Department of Transportation Standard Environmental Reference *Caltrans Environmental Handbook, Volume 2, Cultural Resources* (February 3, 2012) and the Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California (January 2004; Caltrans PA).

Native American Consultation. As directed by Caltrans, CONSULTANT will conduct Native American consultation per Section 106 of the National Historic Preservation Act. This will include contacting the Native American Heritage Commission for (1) a search of its Sacred Lands File, and (2) a list of parties with cultural ties to the APE. All parties will receive a letter describing the project and inviting comments on cultural resource concerns. Each unanswered letter will be followed by up to two telephone calls and/or emails. A summary of the Native American consultation will appear in the Historic Property Survey Report (HPSR) and the Archaeological Survey Report (ASR).

Records Search. CONSULTANT will conduct an archaeological and historical records review and literature search through the San Bernardino Archaeological Information Center of the California Historical Resources Information System, located at the San Bernardino Museum in Redlands,

California. The records search will include a 1-mile radius around the APE. All pertinent references will be reviewed, and the extent of previously recorded sites, surveys, and excavations within and immediately adjacent to the APE will be determined. All information will be summarized in the appropriate Caltrans report.

Archival Research/Historic Outreach. CONSULTANT will complete research at various repositories and archives for the properties within the APE to determine dates of construction for any buildings and structures. In addition, CONSULTANT will conduct research that will lead to the preparation of a historic context and recommendation of eligibility for the National Register of Historic Places. CONSULTANT will also determine whether any cultural resources qualify as historical resources under CEQA. As required by Caltrans, outreach will be conducted with local historical societies and similar groups. CONSULTANT stipulates that research will be conducted for up to two historic-period (45 years of age or older) cultural resources. If additional cultural resources are identified within the APE, additional research and budget may be required.

Field Surveys. CONSULTANT will complete both an archaeological and an architectural field survey of the APE. The purpose of the surveys is to document respective resources that are previously unrecorded, as well as to update existing State of California Department of Parks and Recreation forms (Series 523; DPR) for previously recorded resources. It is expected that findings will be negative for archaeological remains (i.e., there will be no sites requiring an extended Phase I survey). If historic-period resources are identified in the project APE they will require documentation and evaluation unless they meet the criteria for exemption provided in the Caltrans PA. Typically, extensively altered resources are exempt from evaluation. This scope assumes up to 2 properties will require evaluation. If the number of properties requiring evaluation is different, then CONSULTANT will request additional budget authorization from the CITY before proceeding with any out of scope work.

Historic Property Survey Report (HPSR). CONSULTANT will prepare an HPSR, the cover document for all cultural reports that are required. This report will summarize all archaeological, architectural, historical, and Native American concerns. The APE map will be attached to the HPSR.

Archaeological Survey Report (ASR). CONSULTANT will prepare an ASR that details results of the records search and archaeological field survey.

Historical Resources Evaluation Report (HRER). CONSULTANT will prepare an HRER. The report will be completed to document and evaluate a maximum of 2 built environment resources within the APE. This report will include research and field methods used in identifying cultural resources, the historic resources identified in the project APE, the historic contexts based on the types of cultural resources identified, and the significance evaluations for each resource.

Assumptions:

- Assumes negative results for archaeology.
- Assumes up to 3 historic structures to be evaluated.

Deliverables:

- Draft/Final HPSR - 6 hard copies of the Draft and Final and one CD-ROM including:
  - Draft/Final ASR;
  - Draft/Final HRER (with DPR forms); and
  - Native American consultation record (includes sample letters, phone logs, etc.).

4.12 Jurisdictional Delineation (JD) Report

A focused wetland/jurisdictional delineation will be completed by CONSULTANT according to Corps and CDFW criteria. Wetland delineations for Section 404 purposes must be conducted according to the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0) (USACE 2008) and the Corps of Engineers Wetlands Delineation Manual (Environmental Laboratory 1987). We anticipate that a routine delineation, tailored to the site characteristics, will be adequate. A jurisdictional "waters of the U.S." determination will also be completed according to the current Corps standards. Further, the extent of any streambed and associated riparian areas subject to review by the CDFW under Section 1602 of the Fish and Game Code will be determined. The recommended time for conducting the jurisdictional delineation is between January and March. The results of the draft jurisdictional delineation/determination will require verification and approval by the Corps and CDFW.

A technical report will be prepared presenting the results of the jurisdictional delineation. The report will be suitable for submittal to the involved agencies for purposes of future permit application and for inclusion as a technical appendix in the environmental document. Accordingly, the report will identify and quantify jurisdictional areas and features by alternative, including a breakdown of wetlands and non-wetland waters of the U.S., as well as an estimate of permanent and temporary impacts resulting from the discharge of fill material into jurisdictional waters of the U.S.

The jurisdictional waters delineation, consisting of a map in the appropriate scale and data forms will be submitted to the Caltrans for review and approval.

Assumptions:

- Assumes one jurisdictional waters.

Deliverables:

- Draft/Final Wetlands Delineation Report 6 hard copies of the Draft and Final and one CD-ROM.
- Rapanos Form

4.13 Natural Environment Study (NES)

The biological resources studies for the proposed project will be conducted in accordance with Caltrans guidance to satisfy the requirements of CEQA and NEPA. The biological resource studies will also consider the requirements regarding covered species and covered activities identified in the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) which is relevant to the proposed project.

The MSHCP serves as a comprehensive, multi-jurisdictional Habitat Conservation Plan pursuant to Section 10(a)(1)(B) of the FESA of 1973 and the Natural Communities Conservation Plan (NCCP), focusing on the conservation of species and their associated habitats in western Riverside County. The MSHCP is utilized to allow participating jurisdictions to authorize the "take" of both the plant and wildlife species identified within the MSHCP area. Regulation of the "take" of threatened, endangered, and rare species is authorized by the Wildlife Agencies (USFWS and CDFW), which allow "take authorization" for otherwise lawful actions (e.g., public and private development) in exchange for the assembly and management of a coordinated MSHCP Conservation Area. Caltrans is obligated to specific conditions, as described in Section 13.8 of the MSHCP Implementation Agreement, including providing an analysis of riparian/riverine and special status species (including Criteria Area and Narrow Endemic Plant species in context with the MSHCP).

Under the requirements of the MSHCP, certain studies or analyses and reports may be required to ensure that the project has achieved consistency with all MSHCP requirements. MSHCP requirements vary depending on the project location, the specific MSHCP conservation needs identified for that location, and the biological resources present on or adjacent to the project site. For this project, studies and findings will include: focused species surveys, a jurisdictional delineation, MSHCP Equivalency Finding, MSHCP Determination of Biologically Equivalent or Superior Preservation (DBESP), and functions and values analyses for any riverine/riparian areas or vernal pools.

Caltrans is a participating jurisdiction, or a "Permittee" of the MSHCP, and receives "take" authorization, as long as the project is in compliance with the MSHCP. However, if a non-participating entity requires a take permit from the USFWS in Riverside County, Section 7 Consultation would be required for those impacts. However, the USFWS has agreed that this Section 7 Consultation would be an expedited consultation process and would not require any additional mitigation beyond that required under the MSHCP.

CONSULTANT will conduct a literature review to assist in determining the existence or potential occurrence of sensitive plant and animal species on site or in the vicinity. Federal and State lists of sensitive species and current database records, including the *California Natural Diversity Data Base* (CNDDB) (California Department of Fish and Wildlife [CDFW], 2013) and the California Native Plant Society's *Electronic Inventory of Rare and Endangered Vascular Plants of California* (Skinner, et al., 2013) will be examined. In accordance with Caltrans guidelines, CONSULTANT will be available to assist Caltrans with a letter request to the U.S. Fish and Wildlife Service (USFWS) for a list of threatened and endangered species known from the project vicinity. The results of the records search will be summarized in a table and included in the NES. The Biological Study Area (BSA) will be determined through coordination with the Caltrans biologist.

To verify the CNDDB search for listed and special status species, the field work will be conducted by qualified biologists in order to document the presence/absence of sensitive biological resources (e.g., plant and animal species and habitats) or to determine the potential for occurrence of such resources that may not be detectable when the field work is conducted. The location of any sensitive biological resources present on site, including plants and plant communities, will be mapped. In addition, a discussion of any areas that may be considered wetlands or jurisdictional waters will be addressed in the Natural Environment Study (NES).

CONSULTANT will prepare an NES that will include a description of the field methods used and the results of the biological assessment of the project area. The report will include a list of plant and

animal species present within the project area and a general description of the plant communities occurring. If any sensitive resources are found on site, CONSULTANT will prepare and include in the NES a graphic displaying the location of the sensitive plant communities on site and any sensitive biological resources observed. Tables describing sensitive species and their habitats that are present or potentially present will also be provided in the report. The report will also identify and assess project impacts on the existing biological resources, including any sensitive species. Conceptual mitigation measures will also be included as necessary. Specific restoration plans are not included in this scope. Regulatory permitting is not included in this scope of work, but can be added at the request of the CITY.

The proposed scope of services includes preparation of a draft NES to be reviewed by the CITY and Caltrans. CONSULTANT will prepare and distribute up to five copies of the NES for each of the two review cycles before the final is submitted. CONSULTANT will respond to comments and update the NES as needed for completion of each cycle.

Vegetation Mapping and Field Surveys. Field surveys will be conducted in accordance with the requirements of the applicable survey protocols of the United States Fish and Wildlife Service (USFWS) and the California Department of Fish and Wildlife (CDFW). A site survey concentrating on the State's right-of-way will be conducted by qualified biologists to map vegetation communities within the State right-of-way. Vegetation will be mapped within the right-of-way boundaries to adequately address any potential biological resources in the study area to satisfy CEQA and NEPA requirements.

Focused Burrowing Owl Surveys. The project is within the burrowing owl survey area of the MSHCP. The burrowing owl is a California Species of Concern and a covered species under the MSHCP. The MSHCP requires surveys for burrowing owl in areas with suitable habitat during the early planning stages of projects to identify occupied areas that may be desirable for acquisition for the MSHCP Conservation Area. Suitable habitat for the burrowing owl consists of grasslands, croplands, playas, and vernal pools.

CONSULTANT will conduct an habitat site assessment (HSA) of the burrowing owl BSA according to the California Burrowing Owl Consortium Survey Protocol and Guidelines (survey protocol), which is endorsed by both CDFW and USFWS. Surveys will be conducted between February 1 and August 31 at transect intervals sufficient to provide 100 percent coverage of all potential habitat. Areas of suitable habitat will be surveyed for the presence of burrows that could be used by the burrowing owl. Potential burrows will be mapped and surveyed during four separate visits, on four separate days, to determine whether the burrowing owl is present on site. Preconstruction surveys for burrowing owl are not included in this scope of work.

Focused Survey for Riparian Birds. An HSA for riparian birds will be conducted within the entire project study area, as required under the MSHCP. Preliminary review of the aerial photographs for the project area shows a vegetated drainage course along the southeastern portion of the project. This drainage may provide potential suitable habitat for the least Bell's vireo (Vireo bellii pusillus) (LBV). Focused surveys for LBV will be required to be in compliance with the MSHCP and in order to determine presence/absence for Section 7 consultation with the USFWS. Focused surveys for the other MSHCP riparian birds (southwestern willow flycatcher and yellow-billed cuckoo) are likely not required, which are anticipated to be confirmed by the results of the HSA. Focused surveys for LBV and other species, if required, will be conducted according to the latest USFWS protocol. The survey

results will be valid for a period of at least one year. Focused surveys will be conducted eight times, with a minimum of 10-day intervals, during the period from May 20 to July 31. Focused surveys for riparian bird species in more than two acres of the study area are not included in this scope.

Focused Small Mammal Surveys. The eastern end of the project, near Gilman Springs Road, is within the MSHCP designated survey area for Los Angeles pocket mouse (LAPM). CONSULTANT will conduct an HSA of the designated survey area within the project according to small mammal survey protocol. If suitable habitat for Los Angeles pocket mouse is identified during a habitat suitability assessment for this species, focused surveys will be required for the project, and are included in this scope and budget.

If the project results in ground disturbance within the MSHCP designated survey area for LAPM, it is likely that focused surveys will be required. It is anticipated that a single complete survey (five consecutive nights of trapping) will be sufficient to determine the presence or absence of this species in the small mammal biological study area (BSA). Focused surveys will be conducted according to accepted state survey protocols between May 1 and September 15. Surveys for LAPM are contingent on weather and nighttime temperatures. Inclement weather or nighttime temperatures below 50 degrees Fahrenheit may delay trapping efforts. Walkover and trapping surveys will be conducted by biologists qualified under CDFW permits for working with the LAPM.

Habitat Site Assessment for Fairy Shrimp. Due to project activities occurring solely within the existing right-of-way, it is not anticipated that any vernal pools are present and that no focused surveys for Riversidean and vernal pool fairy shrimp will be required. However, in order to be in compliance with the MSHCP, an HSA of the project study area will be performed using the results of the vegetation mapping, botanical surveys, and aerial photographs to identify areas for which focused surveys for Riversidean and vernal pool fairy shrimp may be required.

If a focused fairy shrimp survey is required, this may impact the CITY's desired schedule. A complete survey consists of two wet season surveys within a 5-year period, or a wet season survey immediately preceded or followed by a dry season survey. Dry season surveys require special written authorization from the United States Fish and Wildlife Service (USFWS) and are not always permitted. If the HSA determines the need for a focused fairy shrimp survey, a separate scope and fee for the focused fairy shrimp surveys will be provided.

Habitat Site Assessment for Bats. CONSULTANT will conduct a bat assessment at the bridge structure over SR-60 in order to address potential project effects on bats, as well as to identify any appropriate mitigation measures. A qualified biologist will conduct a daytime inspection of the bridge structure for evidence of use by bats. Evidence of bats includes the presence of guano, urine staining, bat vocalizations, and the presence of bats themselves. Efforts will also be made to identify the types of bats utilizing the project site. The results of the bat assessment, including potential project impacts and mitigation measures, will be included in the NES. Although a bat assessment is not required under the MSHCP, it is recommended in order to satisfy CEQA requirements for special-interest species.

MSHCP Consistency Report. CONSULTANT will prepare a stand-alone MSHCP Consistency Report as an Appendix to the NES. The report will identify any requirements pursuant to the MSHCP objectives including the following:

- Conservation Requirements including Compliance with Criteria Cells and Public/Quasi-Public Lands conservation;
- Riparian, Riverine, Vernal Pool Conservation Objectives;
- Habitat assessments and/or surveys for sensitive species within specified survey areas (such as least Bell's vireo, Los Angeles pocket mouse, or endangered fairy shrimp); and
- Urban Wildland Interface Guidelines.

The site visit for the NES and focused surveys discussed above will be utilized for the preparation of the MSHCP Consistency Report. The MSHCP Consistency Report will be submitted for approval by Caltrans, as Caltrans is a Permittee of the MSHCP. If the project will affect any of the above conservation objectives, the project will be required to go through the Joint Project Review (JPR) process with the Regional Conservation Authority (RCA), as discussed below in Task 3.12.7.3.

The project is a Covered Activity under the MSHCP and is specifically called out as a Planned Facility in Table 7-4 of the MSHCP. The project is not located within Criteria Cells designated for conservation by the MSHCP. The MSHCP Consistency Assessment will be included as a separate section in the NES. The Determination of Biologically Equivalent or Superior Preservation (DBESP), as discussed below will be an appendix to the NES.

Determination of Biologically Equivalent or Superior Preservation Report. A Determination of Biologically Equivalent of Superior Preservation (DBESP), including an analysis of functions and values of riparian/riverine areas, may be required if there are riverine/riparian areas, vernal pools, or if the least Bell's vireo or Los Angeles pocket mouse are present on the site, which will be affected by the proposed project. The DBESP shall include the following information:

- Definition of the project area.
- A written project description, demonstrating why an avoidance alternative is not possible.
- A written description of biological information available for the project site including the results of resource mapping.
- Quantification of unavoidable impacts to riparian/riverine areas and vernal pools associated with the project, including direct and indirect effects.
- A written description of project design features and mitigation measures that reduce indirect effects, such as edge treatments, landscaping, elevation difference, minimization and/or compensation through restoration or enhancement.
- A finding demonstrating that although the proposed project would not avoid impacts, with proposed design and compensation measures, the project would be biologically equivalent or superior to that which would occur under an avoidance alternative without these measures, based on one or more of the following factors:
- Effects on Conserved Habitats;
- Effects on the riparian/riverine species listed in MSHCP Section 6.1.2; and
- Effects on riparian linkages and function of the MSHCP Conservation Area

Copies of the DBESP will be provided to the CDFW and USFWS for a 60-day review and response period.

Joint Project Review. Project design and potential impacts to riparian vegetation and special species survey areas within the proposed project area will be subject to Joint Project Review (JPR) by the Regional Conservation Authority (RCA). The RCA reviews the Local Lead Agency's determination

for compliance with the MSHCP conservation objectives and other MSHCP requirements. The JPR includes a 60-day period for the USFWS and CDFW for review of the DBESP report. This review is intended to achieve a project design that will be acceptable for subsequent permit issuance by the USFWS and CDFW.

If a JPR is required, CONSULTANT will coordinate with the RCA to ensure the project complies with MSHCP conservation objectives and other MSHCP requirements. CONSULTANT will coordinate with the project team and respond to comments from the RCA, USFWS, and CDFW, as required. This scope includes 40 hours for coordination time and meetings during the JPR process.

Assumptions:

- The survey results will be valid for a period of at least one year. Focused surveys will be conducted eight times, with a minimum of 10-day intervals, during the period from May 20 to July 31.

Deliverables:

- Draft/Final NES – 6 hard copies of the Draft and Final and one CD-ROM.

4.14 Categorical Exemption/Categorical Exclusion for Geotechnical Borings

To provide information needed for preliminary design, geotechnical boring activities will need to be conducted as an early task in the engineering effort. CONSULTANT will prepare a Class 6 Categorical Exemption pursuant to Section 15306 of the CEQA Guidelines for Caltrans approval and a Federal Categorical Exclusion pursuant to SAFETEA-LU Section 6004 for approval by Caltrans. CONSULTANT will provide Caltrans 6 copies of the CE/CE. Once the CE/CE is approved CONSULTANT will file it with the State Clearinghouse and Riverside County Clerk.

Deliverable:

- CE/CE for Geotechnical Borings - 6 hard copies and one CD ROM.

4.15 Screencheck Draft IS/EA

The Screencheck Draft IS/EA will incorporate the environmental checklist, technical analyses, a discussion of critical environmental issues identified, an analysis of the cumulative and indirect effects of the project, proposed mitigation measures, an environmental commitment record (ECR) and a listing of environmental (and related) permits required for implementation of the project. CONSULTANT will not proceed with this task until the appropriate environmental document, including NEPA CE, is considered and discussed with CALTRANS and CONSULTANT is authorized by the CITY to proceed with this task.

Tasks to be completed by CONSULTANT include:

- Prepare a Screencheck Draft IS/EA following the guidance stated above;
- Prepare an Environmental Document Preparation and Review Tool and an External Quality Control (QC) Certification for submittal to Caltrans along with the Screen-check Draft IS/EA;

- Revise Screencheck Draft IS/EA per Caltrans' comments and submit for review and/or approval (Up to 5 hardcopies and 5 CD ROMs); and
- Resolve any additional comments in a workshop setting.

Deliverables:

- Screencheck Draft IS/EA with Environmental Document Preparation and Review Tool and External QC Certification Sheet (Up to 5 hardcopies and 5 CD ROMs).

4.16 Draft Initial Study (IS) / Environmental Assessment (EA)

The Draft IS/EA with an updated Environmental Document Preparation and Review Tool and External QC Certification Sheet will be submitted to Caltrans D-8 for signature. Because the project is an interchange improvement project, it is anticipated that a Routine IS/EA will be applicable as opposed to a Complex IS/EA. A Routine IS/EA would be approved by the District Director for circulation and would not be submitted to Caltrans Headquarters for review and comment. Per the SER, Legal review is only required for Draft EISs and individual Section 4(f) Evaluations; therefore, legal review is not specified.

Assumptions:

- A Routine IS/EA would be approved by the District Director for circulation and would not be submitted to Caltrans Headquarters for review and comment.
- Assumes no legal review is required.

Deliverables:

- Final Draft IS/EA
- ED Preparation and Review Tool
- External QC Certification Sheet

4.17 Obtain Approval to Circulate

Once Caltrans D-8 is satisfied with the Draft IS/EA and issues an approval letter, CONSULTANT will work in close coordination with the Caltrans Environmental Coordinator to prepare all required notices to circulate the Draft IS/EA. Tasks to be completed by CONSULTANT include:

- Prepare Notice of Completion (NOC) to be transmitted to the State Clearinghouse, Office of Planning and Research.
- Prepare a Notice of Availability of the IS/EA/Notice of Intent to Adopt an MND/Notice of Public Hearing.
- Submit all notices to Caltrans for approval and signatures.

Deliverables:

- Approved Circulation of Draft IS/EA

4.18 Circulate Draft Initial Study (IS) / Environmental Assessment (EA)

Following approval of the Draft IS/EA, a Notice of Availability (NOA), Notice of Intent to Adopt a Mitigated Negative Declaration (NOI), and a Notice of Public Hearing (NOPH) will be prepared for

publication. The notices will be placed at least once in newspapers of general circulation, posted on and off site, and mailed directly to owners and occupants of contiguous properties. CONSULTANT will assist in conducting a formal Public Hearing. A Record of Public Hearing will be prepared and submitted to Caltrans. The public hearing will conform to the requirements of Caltrans' Project Development Procedures Manual, Chapter 11, and Article 7. When approval to circulate has been obtained from Caltrans and confirmed by the signed title sheet, CONSULTANT will circulate the Draft IS/EA with an unsigned Mitigated Negative Declaration (MND)/Finding of No Significant Impact (FONSI) in accordance with the requirements of the Caltrans' SER. Before the Draft IS/EA is circulated, the Draft PR must be approved to ensure that the project concept in the Draft IS/EA is consistent with the Draft PR. The Draft IS/EA will be circulated to responsible agencies, trustee agencies, state, federal, and local agencies that have jurisdiction by law, bordering cities and counties, and other applicable groups or persons as suggested in Caltrans's SER. The CTC has to review all projects that receive State highway funds. CONSULTANT will coordinate with D-8 Environmental staff for transmittal of Draft IS/EA to CTC. Tasks to be completed by CONSULTANT include:

- Publish up to 50 hard copies of the Draft IS/EA, up to 200 copies of the Executive Summary, and up to 200 copies of the CD ROM containing electronic files of the Draft IS/EA and Executive Summary
- Submit a NOC and copies of Draft IS/EA to the State Clearinghouse
- Distribute the Draft IS/EA to federal, state, and local agencies as well as interested parties contained on the Master Distribution list for review and comments.
- Coordinate with the Caltrans to post the electronic version of the Draft IS/EA on the websites for public review and comments.
- File an NOI/NOA with the State Clearinghouse, and County Clerk
- CONSULTANT will maintain and update the distribution and invitation lists throughout the environmental review process.

Deliverables:

- Draft IS/EA - 50 hard copies
- Executive Summary - 200 hard copies
- 200 copies of CD ROM containing electronic files of the Draft IS/EA and Executive Summary
- Updates to Master Distribution/Invitation Lists

5.0 PUBLIC MEETINGS AND OUTREACH CONDUCTED

LSA staff will provide limited assistance to plan and coordinate the public information meeting to be conducted during public review of the Draft IS/EA. The LSA Environmental Principal (if requested) and the Project Manager will attend the public meeting. LSA will provide up to 4 additional staff to attend the public meeting and staff the environmental stations during the meeting.

6.0 PREPARE FINAL ENVIRONMENTAL DOCUMENT AND OBTAIN ENVIRONMENTAL CLEARANCE

6.1 Task Management and Meetings

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be

necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual environmental tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical and environmental documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures, including the 5-step NEPA QC process. CONSULTANT will attend and participate in six (6) monthly PDT meetings. A Project kick-off meeting with key personnel and CONSULTANT team personnel will be held just prior to NTP to discuss project goals, objectives, lines of communication, and schedule.

Deliverables:

- Attendance at bi-weekly project team conference calls
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Attend 6 PDT meetings

6.2 Prepare Response to Comments Matrix

CONSULTANT will maintain documentation and provide response to internal and public comments on the Draft IS/EA. A response-to-comments matrix outlining how and where the revisions to the documents have been made will be included in the revised Draft and Final IS/EA. The response-to-comments matrix will be provided to Caltrans for review and concurrence prior to finalization of the Draft and Final IS/EA.

Deliverable:

- Response to Comments Matrix - one hard copy and one CD ROM

6.3 Select Preferred Project Alternative

Not included in LSA's scope of services.

6.4 Final Project Report

Not included in LSA's scope of services.

6.5 Final Environmental Document

After the public distribution of the Draft Environmental Document, CONSULTANT will prepare a Final Environmental Document to document the selection of the preferred alternative and address public comments on the Draft IS/EA.

The FED will be submitted to Caltrans for review. Comments will be resolved in a workshop setting.

Environmental Commitment Record (ECR). CONSULTANT will develop an ECR to be included with the Final IS/EA submittal. The plan will identify mitigation measures necessary to minimize or reduce potential significant environmental impacts to a less than significant level. The ECR will identify all design, construction and post-regulatory mitigation requirements, the responsible party,

timing, and verification. Monitoring may include the submittal of monitoring sheets/reports to Caltrans, and other agencies.

Final Environmental Document (MND/FONSI). Following the development of the ECR, the Final IS/EA will be prepared and submitted for approval. The proposed MND will be signed and incorporated into the Final IS/EA. The Final IS/EA will also become part of the Project Report. The Final IS/EA will be submitted for approval and signature along with the Checklist for Final Documents, and a request to issue a FONSI. Following Caltrans review, any comments will be addressed and the Final IS/EA will be re-submitted. CONSULTANT will coordinate with D-8 Environmental staff for transmittal of the approved ND/FONSI IS/EA to the CTC.

Deliverables:

- Approved ECR
- Draft/Final IS/EA (Up to 20 hardcopies and 20 CD ROMs)

6.6 Notice of Determination (NOD) and Notice of Availability (NOA)

Filing of the Notice of Determination (NOD) completes the CEQA Environmental Document. A Draft NOD will be prepared and submitted to Caltrans for review and comment. Following this review, a final NOD will be prepared and submitted to Caltrans. CONSULTANT will send a copy of the Notice of Determination and a copy of the Notice of Availability - FONSI (NOA - -FONSI) to the State Clearinghouse along with proof of payment of an environmental filing fee to the State Department of Fish and Wildlife. The estimated filing fees to be paid directly by the CITY include $2,156.25[1] CDFW environmental filing fee, $64 County processing fee.

CONSULTANT will also prepare a draft SOL notice for submittal to Caltrans for their review and transmittal to FHWA for publication in the Federal Register. SAFETEA-LU Section 6002 established a 180-day statute of limitations (SOL) on claims against USDOT and other federal agencies for certain environmental and other approval actions if certain circumstances apply. The enactment of MAP-21 revised this to a 150-day statute of limitations.

Assumptions:

- The estimated filing fees to be paid directly by the CITY include $2,156.25 CDFW environmental filing fee, $64 County processing fee.

Deliverables:

- Filed Notice of Determination (NOD)
- Filed Notice of Availability (NOA) – FONSI

7.0 ENVIRONMENTAL MITIGATION NEGOTIATION AND PERMITTING

7.1 Resource Agency Permit Related Coordination

Regulatory permits may be required for impacts to jurisdictional waters of the U.S. and State from the U.S. Army Corps of Engineers (ACOE), State Water Resources Control Board (SWRCB), and

[1] The CDFW filing fee is current as of January 1, 2013. It will most likely be higher by the time the environmental document is approved and the NOD is filed.

California Department of Fish and Wildlife (CDFW). The accurate permitting requirements cannot be determined until the NES and Jurisdictional Delineation are prepared.

7.2 Federal Clean Water Act and California Fish and Game Code Permits

Without the finalized NES and Jurisdictional Delineation the following is our best estimate and assumptions for the Federal Clean Water Act and *California Fish and Game Code Permits.*

Permit Preparation. LSA will prepare packages for submittal to the ACOE, the CDFW, and the RWQCB to obtain the required authorizations pursuant to Section 404 of the CWA, Sections 1600 et seq. of the California Fish and Game Code, and Section 401 of the CWA, respectively, for the any disturbance to the potential streambed between the Theodore and Gilman Springs interchanges. It is necessary that the project design be sufficiently complete to identify all permanent and temporary construction impacts before the permitting process is initiated.

Streambed Alteration Agreement Package. The CDFW is empowered to issue agreements for any alteration of a river, stream, or lake where fish or wildlife resources may be adversely affected. In order to obtain a Streambed Alteration Agreement (SAA), CONSULTANT will prepare and submit to the CDFW a Notification of Streambed Alteration for the proposed project. The notification letter will include the following information and attachments.

- A discussion, with supporting figures, of existing and/or potential biological resources, project impacts to the CDFW jurisdictional area, and mitigation measures to compensate for anticipated project impacts.
- A completed Notification Form and Project Questionnaire.
- A complete set of project design/construction plans and drawings.
- A copy of the jurisdictional delineation, compensatory mitigation plan, and Storm Water Pollution Prevention Plan (SWPPP).
- Evidence of local project CEQA certification.
- A check for payment of the application fee must be paid by the City (this fee is not included in the current fee for this proposal).
- Assumes each package for permitting is $40 each for printing and binding.

Section 404 Authorization Request. Obtaining authorization under Section 404 requires that the applicant (City of Moreno Valley) prepare a notification requesting authorization for fill of jurisdictional waters. In this case, it is anticipated that the proposed impacts would be authorized under a nationwide permit (NWP). CONSULTANT will prepare and submit an NWP Preconstruction Notification to the ACOE. The notification will include the following information and attachments.

- A detailed project description, including project background.
- A discussion (with supporting figures) of existing and/or potential biological resources, project impacts to ACOE jurisdictional areas, and mitigation measures to compensate for anticipated project impacts.
- A complete set of project design/construction plans and drawings.
- A copy of the jurisdictional delineation, compensatory mitigation plan, and the SWPPP.
- A copy of the cultural resources report.
- A copy of the Section 401 Water Quality Certification package.
- Evidence of local project CEQA certification.

Section 401 Certification of Water Quality Request. To issue authorization for fill of waters under Section 404 of the CWA, the ACOE is required to ensure that the RWQCB has issued a Certification of Water Quality or waste discharge requirements in compliance with Section 401 of the CWA. CONSULTANT will prepare and submit a request for Water Quality Certification to the RWQCB. The request letter will include the following information and attachments.

- A completed Section 401 Water Quality Certification Form, including the required supplemental text and figures.
- A complete set of project design/construction plans and drawings.
- A copy of the jurisdictional delineation, compensatory mitigation plan, and the SWPPP.
- A copy of the Section 404 Authorization package.
- Evidence of local project CEQA certification.
- A check for payment of the application fee to be paid by the City (this fee is not included in current fee for this proposal).

Compensatory Mitigation Plan. CONSULTANT will coordinate with the City of Moreno Valley to prepare a compensatory mitigation plan for the project. CONSULTANT will also consult with resource agency personnel prior to preparing the compensatory mitigation plan to negotiate proposed mitigation strategies to be described in the compensatory mitigation plan. On-site mitigation is generally preferred over off-site mitigation or contribution to an in-lieu fee program.

CONSULTANT will develop the compensatory mitigation plan to achieve the mitigation criteria as set forth in the Environmental Document and MSHCP compliance and as anticipated to be required by the resource agencies as permit conditions designed to offset impacts to jurisdictional waters and sensitive habitats. This mitigation plan will include a general evaluation of the project impacts, the location of potential mitigation areas/sites, habitat types to be created or enhanced, general implementation strategy, supporting rationale, and target and ultimate performance standards for the mitigation measures. CONSULTANT will also develop basic revegetation strategies addressing hydrological requirements, soils requirements, general species selection, types of revegetation to be employed, sources for plant materials, planting techniques, monitoring and maintenance, and documentation of results.

The compensatory mitigation plan will be provided in draft form for review by the City. Following City staff review, CONSULTANT will assist the City in coordinating with the appropriate resource agencies to obtain their concurrence on the mitigation plan.

Assumptions:

- Assumes a Nationwide not an Individual Permit will be required for the ACOE 404 permit.
- Assumes one stream/drainage crossing.
- Assumes the mitigation in the MSHCP and the DBESP will be used for the coordinated CDFW 1600 permit.
- Assumes one tri-agency meeting with the Regional Conservation Authority to negotiate mitigation and permitting requirements.
- A check for payment of the application fees to be paid by the City for the CDFW 1600 Permit and RWQCB Applications (these fees are not included in the fee proposal).
- Assumes a Final Hydrology Report has been approved by the City and Caltrans.
- Assumes a Final HPSR is approved and signed by Caltrans and SHPO if required.

Deliverables:

- ACOE 404 Permit Application – 6 hard copies
- RWQCB 401 Permit Application – 6 hard copies
- CDFW 1600 Permit Application (Streambed Alteration Agreement Package) - 6 hard copies

We are looking forward to working with you and the City on this project. If you have any questions concerning the scope of work please give me a call at 949-553-0666 or king.thomas@lsa-assoc.com.

Sincerely,

LSA ASSOCIATES, INC.

King Thomas

King Thomas
Associate

ESTIMATED HOURS AND FEE
SR-60 AT THEODORE STREET INTERCHANGE
CITY OF MORENO VALLEY
Exhibit "B-3"

LSA ASSOCIATES, INC

Task Description	Principal/QA/QC	Associate Environmental	Principal Biology	Principal Air/Noise	Principal Cultural Resources	Senior Environmental Planner	Senior Air Quality Specialist	Associate Biologist	Senior Noise Specialist	Environmental Planner	Assistant Environmental Planner	Senior Biologist	Senior Cultural Resources Manager	Associate Paleontologist	Senior GIS/Graphics Specialist	Technical Editor	Biologist	Cultural Resources Manager	Office Assistant	Total Estimated Hours	Total Estimated Fee
Hours	$ 210	$ 159	$ 211	$ 191	$ 166	$ 143	$ 148	$ 112	$ 111	$ 97	$ 79	$ 111	$ 104	$ 96	$ 84	$ 96	$ 83	$ 89	$ 83		
1.0 Draft Project Report Approved by Caltrans																					
1.2 Project Scoping	8	12				4		2	2	16		4	4	2	4				4	62	$ 9,726
1.3 Project Scheduling		8																		8	$ 1,272
1.6 Traffic Analysis and Study	2	4																		6	$ 1,254
1.8 Selection of Locally Preferred Alternative	2	8																		12	$ 2,508
4.0 Prepare and Circulate Draft Environmental Document																					
4.1 Task Management and Meetings	12	32								16										60	$ 11,698
4.2 Area of Potential Effects (APE) Map	2	4											16		12					34	$ 4,047
4.3 Water Quality Assessment Report (WQAR)	4	8				56									2	12			4	106	$ 13,718
4.4 Noise Study Report	4	8		32					240						24	28			4	316	$ 36,436
4.5 Noise Abatement Decision Report (NADR)	2	4		8					80						2	10			8	124	$ 14,708
4.6 Visual Impact Assessment (VIA)	2	4																		6	$ 1,284
4.7 Farmland Technical Memorandum	2	4								40					2	12			4	64	$ 7,308
4.8 Draft Relocation Impact Statement (DRIS)	2	4								36					2	2			4	48	$ 5,185
4.9(a) Air Quality Analysis Report (AQR)	4	4		16			76								2	12			8	122	$ 15,016
4.10 Paleontological Identification/Paleontological Eval Rpt (PIA/PER)	4	4			4									48	2	8			4	74	$ 8,040
4.11 Archaeological Survey Report (ASR/HPSR/ARER)	4	8			12								128		48	32		80	8	360	$ 35,872
4.12 Jurisdictional Delineation (JD) Report	4	4	8					30				30			10	8			4	102	$ 13,056
4.13 Natural Environment Study (NES)	4	8	8					200				200			54	32	160		16	682	$ 75,468
4.14 SR-60 & Imp. Geotech Borings		2						8		24										34	$ 3,570
4.15 Screencheck Draft IS/EA	14	48				72		8		100	88					16			2	348	$ 41,794
4.16 Draft IS/EA	12	24				48		8		48	32					10			2	180	$ 23,187
4.17 Obtain Approval to Circulate	8	12								34					8	8			4	74	$ 8,227
4.18 Circulate Draft IS/EA	4	12								34					8	8			16	82	$ 8,984
5.0 Public Meetings and Outreach Conducted																					
5.1 Public Outreach Support and Public Meetings	8	8					8	16	8	8										48	$ 7,616
6.0 Prepare Final Env Document, Final Project Report and Design Env Dr																					
6.1 Task Management and Meetings	8	24								16										38	$ 6,626
6.2 Prepare Response to Comments Matrix	8	16				16	8	8	8	34	20					8				132	$ 18,060
6.3 Final Environmental Document	8	16				24	24	8	8	50	40		12		14	16			8	232	$ 27,588
6.6 NOD and NOA	1	4								1										6	$ 1,094
7.0 Environmental Mitigation, Negotiation and Permitting Complete																				0	
7.1 Resource Agency Permit Related Coordination																				0	$ -
7.2 Federal Clean Water Act and California Fish and Game Code Permits	8	12	40					168				48			40	40	48		16	420	$ 56,368
OTHER DIRECT COSTS FOR PHASE 1																				0	
Reproduction & Mileage																				0	$ 20,000
Aerial Photogrammetry																					
Total Returns																					

ESTIMATED HOURS AND FEE
SR-60 AT THEODORE STREET INTERCHANGE
CITY OF MORENO VALLEY
Exhibit "B-3"

LSA ASSOCIATES, INC

Task Description	Hours																			Total Estimated Hours	Total Estimated Fee
	Principal/QA/QC	Associate Environmental	Principal Biology	Principal Air/Noise	Principal Cultural Resources	Senior Environmental Planner	Senior Air Quality Specialist	Associate Biologist	Senior Noise Specialist	Environmental Planner	Assistant Environmental Planner	Senior Biologist	Senior Cultural Resources Manager	Associate Paleontologist	Senior GIS/Graphics Specialist	Technical Editor	Biologist	Cultural Resources Manager	Office Assistant		
PHASE 1 SUBTOTAL	143	306	54	22	24	236	128	446	356	432	186	288	300	60	256	262	156	80	110	3735	$ 481,731
TOTAL ESTIMATED HOURS AND BUDGET:	143	306	54	22	24	236	128	446	356	432	186	288	300	60	256	262	156	80	110	3735	$ 481,731

LSA Associates, Inc.

LABOR RATE SCHEDULE
SR-60/THEODORE STREET INTERCHANGE
PROFESSIONAL PLANNING AND ENGINEERING SERVICES

June 25, 2013

STAFF CLASSIFICATION	STAFF NAME	PROJECT ROLE	RANGE OF DIRECT HOURLY RATES		INITIAL DIRECT HOURLY RATE	FULLY LOADED HOURLY RATE
			LOW	HIGH		
Principal/President	R. McCann	Principal in Charge/QA/QC	47.12	98.44	$98.44	$309.54
Associate	K. Thomas	Environmental Task Manager	30.68	62.46	$50.48	$158.73
Principal	L. Calvert-Hayes	Environmental QA/QC	47.12	98.44	$61.22	$192.50
Principal	Y. Chang	QA/QC Noise & Air Quality	47.12	98.44	$60.61	$190.59
Principal	D. McLean	QA/QC ASR/HRER/HPSR	47.12	98.44	$62.65	$196.18
Principal	A. Honeighausen	QA/QC Biology	47.12	98.44	$67.39	$211.91
Senior Air Quality Specialist/Associate	K. Lay	Air Quality Task Manager	30.68	62.46	$46.15	$145.12
Senior Biologist/Associate	W. Davis	Biology Task Manager	30.68	62.46	$48.50	$152.50
Senior Biologist/Associate	M. Lien	NES/MSHCP Compliance	30.68	62.46	$36.29	$114.08
Senior Biologist/Associate	D. Woodard	Biological Field Surveys	30.68	62.46	$39.63	$124.61
Senior Environmental Planner/Associate	N. West	Water Quality Task Manager	30.68	62.46	$45.94	$143.20
Senior Biologist	S. Spencer	Biological Field Surveys	31.73	37.00	$35.35	$111.16
Senior Biologist	S. Barrera	NES/MSHCP Compliance	31.73	37.00	$34.13	$107.32
Senior Environmental Planner	K. Czechowski	Environmental Analysis	32.75	56.24	$32.75	$102.98
Senior Noise Specialist	J. Lui	Noise Task Manager	35.10	39.00	$36.00	$113.39
Senior Paleontologist/Associate	B. Smith	Paleontology Report (PER/PIR)	30.68	62.46	$30.68	$96.47
Senior Cultural Resources Manager	C. Hibbet	HRER Task Manager	26.27	38.87	$33.20	$104.40
Senior Cultural Resources Manager	R. Goodwin	ASR/HPSR Task Manager	28.27	38.87	$28.27	$88.89
Cultural Resources Manager	E. Bechtel	ASR/HRER Research	21.00	21.00	$21.00	$66.03
Biologist	C. Bauer	Biological Field Surveys	26.44	38.40	$26.44	$83.14
Environmental Planner	D. Atwater	Environmental Analysis/Relocation Report	26.41	32.21	$31.00	$97.48
Assistant Environmental Planner	A. Helper	Environmental Analysis	28.43	25.00	$28.43	$84.24
Assistant Environmental Planner	K. Best	Environmental Analysis	28.43	25.00	$25.00	$78.61
Senior Editor	S. Dang	Editing/Word Processing	21.43	30.58	$30.58	$96.16
Senior GIS/Graphics Specialist	M. Gooding	Graphics	25.54	32.00	$29.74	$93.52
Office Manager/Assistant	M. Zentner	Clerical	17.81	20.07	$20.07	$63.11
						$0.00

INDIRECT COST	
Overhead	88.01%
General & Admin	97.85%
Total	185.86%

FEE (PROFIT)	10%

EXHIBIT B-4

PARSONS BRINKERHOFF

SR-60/Theodore Street Interchange Improvement Project
Project Approval and Environmental Document Phase, and
Plans, Specifications and Estimate Phase
PARSONS BRINCKERHOFF Scope of Work
June 14, 2013

1.0	**Draft Project Report Approved by Caltrans**	**2**
1.6	Traffic Analysis and Study	2
1.9	Construction Phasing Plan	5
2.0	**Preliminary Engineering Studies Approved by Caltrans**	**5**
2.4	Storm Water Data Report (SWDR)	5
2.5	Conceptual Stage Construction Plan	6
2.6	Preliminary Transportation Management Plan Data Sheet	6
11	**35% Design Plans, Specifications, and Estimates**	**6**
12.0	65% Design Plans, Specifications, and Estimates	6
12.6	Storm Water Data Report	6
12.8	Transportation Management Plan	7
12.14	Draft Stage Construction / Traffic Handling Plans	7
13.0	**95% Design Plans, Specifications, and Estimates**	**8**
13.2	Update Reports	8
13.6	Update Stage Construction/Traffic Handling Plans	8
14.0	**100% Design Plans, Specifications, and Estimates**	**8**
14.2	Final Roadway Plans	8
Exclusions		8

1.0 *Draft Project Report Approved by Caltrans*

1.6 *Traffic Analysis and Study*

Traffic Counts

The latest traffic counts are several years old and will need to be updated with fresh counts. For budgeting purposes peak-hour turning movement counts at the 8 study intersections and 24-hour tube counts at 4 locations were assumed. The study intersections will be:

- Theodore Street/Ironwood Avenue
- Theodore Street/Westbound SR-60 Ramps
- Theodore Street/Eastbound SR-60 Ramps
- Theodore Street/Fir (Eucalyptus) Avenue
- Redlands Boulevard/Ironwood Avenue
- Redlands Boulevard/Westbound SR-60 Ramps
- Redlands Boulevard/Eastbound SR-60 Ramps
- Redlands Boulevard/Fir (Eucalyptus) Avenue

Counts will also be performed at the Gilman Springs Road Interchange which, in combination with the turning movement counts at the 8 study intersections, will enable us to determine the through, merging, and diverging volumes of the study freeway sections.

RIVTAM Traffic Demand Forecast and Technical Memorandum

The purpose of this task is to estimate the volume of traffic generated by the study area that uses the Theodore Interchange now and that may use it in the future. This task will also estimate the traffic demand at SR-60 at Redlands Blvd and SR-60 at Gilman Springs Road interchanges. The demand information generated by this task (for example westbound on-movements in the morning peak hour, eastbound off-movements in the evening peak hour, etc.) will be used as inputs to the VISSIM modeling in a subsequent task.

CONSULTANT will modify the version of the RIVTAM model that was developed for the World Logistics Center (WLC) project by changing the modeled years to match the study years, 2017 and 2040. Among the modifications is the development of a new scenario with the Moreno Highlands Specific Plan land uses and network. We will then run the model and generate forecasts for the traffic on the study segments of SR-60 and the turning movements at the ramp intersections. The forecast volumes will cover the following study years:

- Existing Conditions. This is not really a forecast, but rather a reporting of traffic count data in a format consistent with the future-year forecasts.
- Opening Year Conditions (2017). The background assumptions will include the Existing land uses and roadway network plus other known projects expected to be complete by 2017, including Phase 1 of the WLC.

- Cumulative Conditions per General Plan (2040). The land use and network assumptions will follow the SCAG 2012 RTP/SCS for areas outside of Moreno Valley and the Moreno Valley General Plan for areas inside the CITY. For the WLC site we will assume the Moreno Highlands Specific Plan (MHSP), not the WLC, since that is the official plan at the time of this study.
- Cumulative Conditions with WLC (2040). The land use and network assumptions will follow the SCAG 2012 RTP/SCS for areas outside of Moreno Valley and the Moreno Valley General Plan for areas inside the CITY, except that for the WLC site we will assume the full build-out of the WLC.

In the case of this project there is no need to prepare separate with- and without project demand forecasts because the interchange project itself will not generate any traffic. Also, since the existing interchange accommodates all four movements there is no suppressed demand or demand that diverts to other interchanges that might complicate the analysis.

Once the forecasts are complete CONSULTANT will prepare a technical memorandum describing the components of the model, the land use and network assumptions, and the forecast traffic volumes for each study year.

VISSIM Analysis of Interchange Alternatives

CONSULTANT will perform a VISSIM analysis of traffic flows along SR-60 in both directions from the eastbound off-ramp of the Gilman Springs Road Interchange to the westbound off-ramp of Moreno Beach Drive Interchange, including weaving analysis, for the existing and four alternative configurations for the Theodore Street interchange. This analysis will focus on the level of service for both the mainline traffic and the traffic merging from on-ramps or diverging to off-ramps.

The section of Theodore Street from Fir (Eucalyptus) Avenue to Ironwood Avenue and the section of Redlands Boulevard from Fir (Eucalyptus) Avenue to Ironwood Avenue will also be analyzed. These analyses shall cover the AM and PM peak periods. This analysis will focus on the LOS of the eight study intersections, and issues regarding queuing and storage space for turning movements.

The study will cover the AM and PM peak-hour traffic conditions for the following 28 scenarios:

- Existing without project (Alt 1)
- Existing + Alt 2
- Existing + Alt 3
- Existing + Alt 4
- Existing + Alt 5
- Existing + Alt 6
- Existing + Alt 7
- Opening year (2017) without project (Alt 1)
- Opening year + Alt 2
- Opening year + Alt 3

- Opening year + Alt 4
- Opening year + Alt 5
- Opening year + Alt 6
- Opening year + Alt 7
- Design Year (2040) with General Plan (MHSP) and without project (Alt 1)
- Design Year (2040) w/ General Plan + Alt 2
- Design Year (2040) w/ General Plan + Alt 3
- Design Year (2040) w/ General Plan + Alt 4
- Design Year (2040) w/ General Plan + Alt 5
- Design Year (2040) w/ General Plan + Alt 6
- Design Year (2040) w/ General Plan + Alt 7
- Design Year (2040) with WLC and without project (Alt 1)
- Design Year (2040) w/ WLC + Alt 2
- Design Year (2040) w/ WLC + Alt 3
- Design Year (2040) w/ WLC + Alt 4
- Design Year (2040) w/ WLC + Alt 5
- Design Year (2040) w/ WLC + Alt 6
- Design Year (2040) w/ WLC + Alt 7

The intersections shall be analyzed using Highway Capacity Manual (HCM) Chapter 16 methodologies for signalized intersections and HCM Chapter 17 methodologies for unsignalized intersections. Freeway segments will be analyzed using HCM operational analysis.

Ramp Closure Study

CONSULTANT will perform a ramp closure study in accordance with CALTRANS' *Community Impact Assessment*[1] guidelines. The purpose of the ramp closure study is to identify the likely impacts of complete closure of the existing Theodore Street interchange while a replacement is under construction, and to recommend measures to mitigate these impacts.

The study area will be bounded by Ironwood Avenue in the north, Alessandro Boulevard in the south, Gilman Springs Road to the east, and Redlands Boulevard to the west. Within this area Parsons Brinckerhoff will:

- Identify homes and businesses that may currently use the Theodore Street Interchange and determine the degree to which they are dependent on freeway access.
- Identify alternatives for crossing or accessing SR-60 during the period of closure and determine the travel costs, delay, and safety impacts of prolonged closure of the Theodore Street interchange.
- Determine whether measures are needed to improve the viability of the alternate routes and, if so, identify appropriate measures. Estimate the cost of these measures.

[1] *Community Impact Assessment, Standard Environmental Reference, Environmental Handbook Volume 4*, Caltrans, October 2011

- Indentify routes for through traffic that may currently use the Theodore Street Interchange and determine the travel cost, delay, and safety impacts of prolonged closure of the interchange.

  CONSULTANT will document the methodology and conclusions of the ramp closure study and incorporate it into the traffic impact assessment.

Traffic Impact Analysis Report

CONSULTANT will prepare a Traffic Impact Analysis report in conformance with Caltrans guidelines[2] that will document the results of the previous tasks.

Deliverables

- Traffic Safety and Accident Analysis
- Traffic Methodology and Forecasting Memorandum
- Draft/Final Traffic Forecast Volumes Report
- Draft/Final Traffic Study
- Ramp Closure Study

1.9 Construction Phasing Plan

CONSULTANT will develop one (1) preliminary stage construction phasing based on cost, traffic and any other related factors based upon the locally preferred alternative. A preliminary stage construction phasing plan shall be prepared to verify constructability and feasibility of traffic handling due to phasing the project. It is assumed that the phasing would identify a standalone phase that could be completed at a different time with transitions to existing or proposed roadways.

Deliverable

- Preliminary Stage Construction Phasing Plan Exhibits

2.0 Preliminary Engineering Studies Approved by Caltrans

2.4 Storm Water Data Report (SWDR)

CONSULTANT will develop the Storm Water Data Report for the two (2) build alternatives in conformance with current Caltrans requirements in the Caltrans Project Planning and Design Guide (July 2010). The SWDR will be developed in accordance to guidelines set forth for the PA/ED phase. The SWDR is to include the following information: Project description, identification of the receiving water bodies, geotechnical information, design pollution prevention and post-construction BMPs proposed, costs, and checklists. The SWDR will be signed by the Project Engineer, the District/Regional Design Storm Water Coordinator, the designated Landscape Representative, and approved by the Project Manager to verify that storm water quality design issues have been addressed, and the data is complete, current, and accurate.

Deliverables

[2] *Guide for the Preparation of Traffic Impact Studies*, Caltrans, December 2002

- Draft/Final SWDR

2.5 ***Conceptual Stage Construction Plan***

CONSULTANT will develop two (2) construction staging / traffic handling design/concept exhibits based upon the locally preferred alternative. The first construction staging / traffic handling concepts will be to construct the interchange while keeping the interchange open during construction. Second, an option based on the full interchange closure as defined by the ramp closure study. A conceptual construction staging / traffic handling concepts and exhibits shall be prepared to verify constructability and feasibility of traffic handling. The construction staging and traffic handling concept shall identify detour concepts that minimizes disruption and impacts to adjacent residents and businesses.

Deliverable

- Preliminary Stage Construction Design/Concept Exhibits

2.6 ***Preliminary Transportation Management Plan Data Sheet***

CONSULTANT will develop Transportation Management Plan Data sheets for the two (2) build alternatives to be included in the Supplemental Draft Project Report and Final Project Report in accordance with Transportation Management Plan Guidelines, June 2009. The TMP shall identify methods for minimizing project-related traffic delays and accidents by implementing effective traditional traffic handling practices.

Deliverable

- Transportation Management Plan Data Sheets

11.0 ***35% Design Plans, Specifications, and Estimates***

35% Design Plans, Specifications, and Estimates (PS&E) are excluded from this scope of work. It is assumed the Geometric Approval Drawings will be prepared and approved in lieu of 35% PS&E.

12.0 ***65% Design Plans, Specifications, and Estimates***

12.6 ***Storm Water Data Report***

In accordance with current Caltrans Project Planning and Design Guide (July 2010), a Storm Water Data Report (SWDR) shall be prepared for this phase of the project. The SWDR prepared for the Project Approval and Environmental Document (PA/ED) phase of the project will be updated for the PS&E Phase. The SWDR will be prepared as a second order of work during the PS&E Phase based on the approved Geometric Approval Drawings (GADs). Specific objectives of the SWDR include:

- Define storm water quality issues and pollutants of concern.
- Form the Project Development Team (PDT), including the District/Regional National Pollutant Discharge Elimination System (NPDES) Storm Water Coordinator.

- Evaluate potential storm water impacts for mitigation purposes and address water quality concerns.
- Develop a list of potentially feasible permanent storm water Design Pollution Prevention and Treatment Best Management Practices (BMPs) to be evaluated during project design.
- Document storm water design decisions made regarding project compliance with the NPDES permit.
- Develop the preliminary costs for BMPs.
- Discuss the project with the Regional Water Quality Control Board (RWQCB) and local agencies, if advised by the District/Regional NPDES Storm Water Coordinator or requested by the RWQCB.
- Address mandates associated with TMDLs/303(d) impaired waterbodies
- Construction Risk Level Determination and RUSLE2 Analysis
- Program the project construction costs.

Caltrans storm water evaluation forms will be included to ensure that the proper evaluation process is used for the consideration of treatment best management practices (BMPs). The methods and calculations that will be used to size and design treatment BMPs will be in accordance with Caltrans Storm Water Quality Handbook.

The SWDR will be signed by the Project Engineer, the District/Regional Design Storm Water Coordinator, the designated Landscape Representative, and approved by the Project Manager to verify that storm water quality design issues have been addressed, and the data is complete, current, and accurate.

Deliverables

- Draft Updated Storm Water Data Report

12.8 Transportation Management Plan

CONSULTANT will prepare a Transportation Management Plan (TMP) to qualitatively discuss anticipated traffic impacts resulting from the proposed project, utilizing existing and forecast traffic analysis data. Based on such data, potential TMP measures to reduce traffic impacts anticipated to result from project construction will be recommended.

Deliverables

- Final Transportation Management Plan Data Sheets

12.14 Draft Stage Construction / Traffic Handling Plans

CONSULTANT will prepare final construction staging / traffic handling concept for the Preferred Alternative. CONSULTANT will prepare stage construction/traffic handling plans, details and quantities to reflect the appropriate stages of construction and temporary signing/pavement delineation/ barrier placement for protection of the work zone. CONSULTANT will prepare detour (constructions area signs) plans to reflect the detour routes for freeway/ramp/arterial street closures. Our scope is based on the assumption that a complete interchange closure will be expected for construction and only be completed in one stage. To accommodate detouring interchange construction,

our assumption is that Eucalyptus Avenue will have been previously constructed to connect to Redlands Avenue. The construction staging and traffic handling plans shall minimize disruption and impacts to adjacent residents and businesses. CONSULTANT shall provide special provisions related to stage construction / traffic handling items.

Deliverables

- Construction Area Sign Plans
- Stage Construction Index Plans
- Traffic Handling Plans
- Traffic Handling Detail Plan
- Detour (Construction Area Sign) Plans
- Detour Detail Plans
- Stage Construction Quantity Plans

13.0 95% Design Plans, Specifications, and Estimates

13.2 Update Reports

CONSULTANT will update Storm Water Data Report to incorporate changes in design based on comments provide by CATRANS after the 65% submittal.

Deliverables

- Final Storm Water Data Report

13.6 Update Stage Construction/Traffic Handling Plans

CONSULTANT will update Stage Construction/Traffic Handling Plans to incorporate changes in design based on comments provide by CATRANS after the 65% submittal.

Deliverables

- Updated Stage Construction/Traffic Handling Plans

14.0 100% Design Plans, Specifications, and Estimates

14.2 Final Roadway Plans

CONSULTANT will update Stage Construction/Traffic Handling Plans to incorporate minor changes in design based on comments provide by CATRANS after the 100% submittal.

Deliverables

- Final Stage Construction/Traffic Handling Plans

Exclusions

- 35% Plans, Specifications, and Estimate
- A Value Analysis is not anticipated as the estimated project cost is under $50 million per FHWA guidelines and therefore excluded from this scope of work.

ESTIMATED HOURS AND FEE
SR-60 AT THEODORE STREET INTERCHANGE
CITY OF MORENO VALLEY
Exhibit "B-4"

PARSONS BRINKERHOFF

Task Description	Project Manager	Engineering QC/Q Manager	Senior Project Administrator	Senior Managing Engineer	Senior Planner	Lead Planner	Traffic Planner	Traffic Engineer	Senior Traffic Engineer	Traffic Planner	Engineering Manager	Project Engineer	Project Engineer	Lead Manager	Total Estimated Hours	Total Estimated Fee
	$ 157	$ 221	$ 114	$ 260	$ 182	$ 135	$ 167	$ 81	$ 182	$ 102	$ 235	$ 115	$ 135	$ 141		
1.0 Draft Project Report Approved by Caltrans															1969	$ 199,236
1.5 Traffic Analysis and Study	8		3	20	80	80	200	48	78	120					637	$ 71,186
1.6 Construction Phasing Plan			2								40	160			6	$ -
															0	$ -
2.0 Preliminary Engineering Studies Approved by Caltrans															1[illegible]	$ 29,185
2.3 Storm Water Data Report	6		10										120	30	166	$ 25,372
2.5 Conceptual Stage Construction Plan			2								36	120			158	$ 23,018
2.6 Preliminary Transportation Management Plan Data Sheet			2								1	30			43	$ 6,318
															0	$ -
															0	$ -
OTHER DIRECT COSTS FOR PHASE 1															0	$ 5,000
Reproduction & Mileage																
Aerial Photogrammetry																
Site Reports																
PHASE 1 SUBTOTAL	10	0	30	200	80	80	400	48	78	420	180	200	180	30	1819	$ 277,319
															0	$ -
12.0 90% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 95% PS&E															112	$ 12,080
12.1 Storm Water Data Report	1	8											100		60	$ 7,960
12.3 Transportation Management Plan Data Sheet	1	2									12	20				
12.14 Draft Stage Construction Traffic Handling Plans															48	$ 7,084
Stage Construction Index Plans	2	4									48	80		2	216	$ 31,580
Traffic Handling Plans	2	2									12	120		2	38	$ 5,781
Construction Area Signs	1	2									6	10		2	2	$ -
Temporary Signal Plans (Not Required)															0	$ -
Detour / Temp Signal Plans / Profiles (Not Required)															0	$ -
Detour (Construction Area Signs) Plans			1								12	20			33	$ 5,197
Detour Details			1								4	12		4	21	$ 3,287
Stage Construction Sequence			1								18	30		2	51	$ 7,866
															0	
13.0 95% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 100% PS&E													120		12	$ 10,170
13.2 Signing Plans	8	2									24	50		2	38	$ 6,107
13.3 Complete Stage Construction Traffic Handling Plans		3														
															0	
14.0 100% Design Plans, Specifications, and Estimates Ready Project											48	120		2	330	$ 33,011
14.1 Final Roadway Plans	2	2														

Page 1

Item No. A.9

ESTIMATED HOURS AND FEE
SR-60 AT THEODORE STREET INTERCHANGE
CITY OF MORENO VALLEY
Exhibit "B-4"

PARSONS BRINKERHOFF

Task Description	Project Manager	Engineering QC/IQ Manager	Senior Project Coordinator	Senior Managing Planner	Senior Planner	Lead Planner	Traffic Planner	Traffic Engineer	Senior Traffic Engineer	Traffic Manager	Engineering Manager	Project Engineer	Project Engineer	CADD Manager	Est. Estimated Hours	Est. Estimated Fee
OTHER DIRECT COSTS FOR PHASE 2:																
Reproduction & Mileage																$ 4,000
Approvals and Review Services																$ -
Utility Potholes																$ -
PHASE 2 SUBTOTAL	44	39	4	0	0	0	0	0	0	0	183	516	270	26	1084	$ 353,168
TOTAL ESTIMATED HOURS AND BUDGET	80	39	34	280	80	80	408	48	78	420	283	748	429	48	3852	$ 440,978

PARSONS BRINCKERHOFF, INC.

LABOR RATE SCHEDULE

SR-60/THEODORE STREET INTERCHANGE

PROFESSIONAL PLANNING AND ENGINEERING SERVICES

May 29, 2013

STAFF CLASSIFICATION	STAFF NAME	PROJECT ROLE	RANGE OF DIRECT HOURLY RATES		INITIAL DIRECT HOURLY RATE	FULLY LOADED HOURLY RATE
			LOW	HIGH		
Project Manager	Vikrant Sanghar	Project Manager			$66.12	$156.79
Engineering QA/QC Manager	Gary Wintergerst	QA/QC Manager			$77.75	$224.17
Senior Project Administrator	Cynthia Cavazos	Project Administrator			$39.98	$113.72
Senior Managing Planner	Don Hubbard	Transportation Planning Manager			$87.04	$247.59
Senior Planner	Chang Park	Senior Planner			$56.97	$162.05
Lead Planner	Jeff Gulden	Lead Planner			$47.53	$135.20
Traffic Planner	Daniel Block	Traffic Planner			$37.54	$106.80
Traffic Engineer	Aaron Truong	Traffic Engineer			$32.50	$92.45
Senior Traffic Engineer	Jay Yamerich	Senior Traffic Engineer			$57.05	$162.30
Traffic Planner	Jhong Cao	Traffic Planner			$35.95	$102.26
Engineering Manager	Craig Schneider	Traffic Engineering Manager			$82.44	$234.51
Project Engineer	Jonathan Hofert	Lead Traffic Engineer			$40.74	$115.88
Project Engineer	Jarred Miller	Storm Water Data Report			$47.55	$135.26
CADD Manager	Dennis Rodriguez	CADD Manager			$49.81	$141.11
						$0.00
						$0.00
						$0.00

INDIRECT COST	
Overhead	158.60%
General & Admin	
Total	158.60%

FEE (PROFIT)	10%

Escalation Per Year =			
Year	# of Months		Value
2014	12		0.00%
2015	12		0.00%
2016	12		0.00%
2017	0		0.00%
TOTAL	36		0.00%

EXHIBT B-5

OVERLAND, PACIFIC, AND CUTLER

Project Understanding and Approach

Project Understanding

The timely delivery and execution of the right of way program will be of paramount importance to the overall success of the project. Based on OPC's recent experience in providing turnkey right of way services for other on-system interchange projects in the Inland Empire, OPC understands the importance of meeting the ongoing demands and complexities that are inherit with these types of projects. Our team has the foresight and ability to respond to evolving design requirements and the knowledge and experience to quickly adapt to a changing landscape of priorities and constraints.

Information obtained from the Project's Request for Proposal indicates that up to (10) unique APN's may be impacted between the (3) build alternatives being evaluated during the early PA/ED phase. Of these (10) parcels, (9) are partial acquisitions requiring either simple-fee interests and/or temporary construction easements and (1) is a single-family residence with a farming operation that may result in a full acquisition under the Spread Diamond Design in Alternative 3 or Modified Spread Diamond Design in Alternative 4. For the cost estimating task, OPC will identify and characterize right of way requirements and explore potential measures to mitigate/minimize project impacts and relocations, wherever possible. After reviewing the right of way impacts information provided and performing a detailed field investigation, OPC has identified that all (9) partial acquisitions are currently vacant land uses with mixed agricultural or commercial zoning. It is also notable that the proposed east bound off ramp improvements adjacent to the Sketchers site should not have any significant impacts to the operation, though there is an existing business travel route created by the facility that traverses along the northeast corner of the building that will need to be preserved to avoid hindering on-site operations. Our team will work closely with the design team regarding this pinch point to evaluate any potential damages scenarios. The complexity of the acquisition assignments appears to be relatively low and no building structures, severance damages or loss of business goodwill exposure are anticipated at this time. On site improvements potentially impacted may include mixed landscaping buffers, small trees, business signage, mixed agricultural crops and security fencing.

As stated in the project's RFP, the right of way program will adhere in the Uniform Act and the *Caltrans Right of Way Manual.* As such, appraisal reviews and Caltrans Right of Way Certification are anticipated requirements for the project. Additionally, because many of the parcels may be integrated into the Caltrans highway system at project closeout, all acquired rights will need to be free of all title encumbrances and environmental contamination prior to the City's efforts in transferring ownership to the state. Finally, implementation procedures and approvals such as administrative settlement approvals, the establishment of Just Compensation, relocation claims approvals, document reviews, and other related functions, would be expedited through the City's project management team.

Caltrans Experience. OPC has become a specialist in California for delivering Caltrans compliant projects in large part because of a delivery team staffed by former Caltrans supervisors from various districts around the state. Notable projects OPC has successfully certified for the City of Moreno Valley include the SR-60 at Nason Street Interchange Project and the SR-60 Moreno Beach Drive Interchange Project.

Project Approach

Upon notice to proceed, OPC will begin working with the Project Team in developing a Project Plan detailing all aspects of the right of way program to ensure that all acquisition and relocation tasks are properly identified and executed according to the *Caltrans Right of Way Manual* and the Uniform Act. An ancillary task to the Project Plan will be the creation of the project's acquisition schedule that will integrate with the major project development milestones including right of way certification and advertisement of the project's construction contractor. Concurrent with these activities, OPC's project

management will secure and review preliminary title reports for all impacted parcels and coordinate with the agency's right of way engineering team to review legal descriptions and plat maps for each full and partial acquisition. Once the latter are finalized and delivered to OPC's acquisition staff, appraisal and appraisal review activities will be initiated to value each temporary and permanent interest required for the construction of project improvements. As the appraisal and appraisal review reports are finalized, the agency will review the findings and establish the Determination of Just Compensation for each property owner offer package. During this time, if relocations are present, a replacement housing payment (RHP) benefit will be calculated and approved by the agency for each family unit being displaced. OPC will subsequently draft the offer packages and all applicable acquisition agreements, submit them to the agency for final approval, negotiate owner settlements, and present 90-Day Notices to Vacate and any applicable relocation benefits to impacted displacees. Once an amenable agreement is reached, a Purchase and Sale Agreement will be executed by each respective ownership and an escrow account will be initiated to facilitate agency payment and any required title clearance activities. Throughout the negotiations and closing process, relocation advisory services to each displacee will be administered to assist any owners or tenants in securing replacement housing and all relocation claims will be submitted to the agency for approval and payment disbursement. When the transaction closes and owner payments are disbursed, OPC will begin coordination with local Caltrans District 8 Right of Way Management to secure Caltrans Right of Way Certification. Where voluntary agreements are not possible, OPC will coordinate with the agency's legal counsel in eminent domain proceedings and provide all relevant property and negotiations details to support the condemnation task.

Proposed Scope of Work – PA/ED Phase:
Right of Way Data Sheets, Rights of Entry and Relocation Impact Statement

OPC has been tasked with analyzing and researching the right of way impacts of the proposed SR-60 at Theodore Street Interchange Project assessing any temporary and permanent easement and permanent fee impacts for up to (10) unique Assessor's Parcel Numbers. Up to (3) alignment studies will be analyzed and the scope of services includes (1) update, but excludes utility cost estimating. This information will be gathered for inclusion into the project's financial programming documents. Information ascertained from this analysis will be used to assist in the clarification of design concerns throughout the PA/ED and PS&E phases of the project. Additionally, the identification of critical property acquisitions will influence program management decisions pertaining to the project delivery schedule, project financing, project risk management approaches and other significant factors. OPC will facilitate the integration of this analysis into the appropriate project documents and assist the project team in understanding how the right of way component of the project influences all aspects required for a successful project delivery.

Design Review and Project Team Coordination
This task involves 3 subtasks:
1) Ascertain all relevant design plans available for review of project impacts.
2) Coordinate with Project Design Team to review impacts and confirm impact assumptions.
3) Continue coordination with Design Team as new findings are revealed throughout field research phase.

Field Research
This task involves 3 subtasks:
1) Individual field agent design review of assigned parcels. Individual meetings with appropriate OPC management ensue, as necessary to examine impacts and potential remediation possibilities.
2) Physical viewing of site, appropriate data recorded. Online data of individual properties incorporated into field research, where necessary.
3) Integration of field research into appropriate OPC cost estimating formats.

Property Analysis
This task involves 2 subtasks:
1) Field Agent and OPC Property Analysts meeting to discuss data and draw impact conclusions and property remediation strategies.
2) Reporting to Design Team of initial property impact conclusions. Opportunities provided to Project Team for creative problem-solving either in design or property remediation strategies.

Caltrans Data Sheet Drafts
This task involves 2 subtasks:
1) Preparation of latest approved Caltrans Right of Way Data Sheet form, and draft per the standards and guidelines presented in the revised Caltrans Right of Way Manual.
2) Coordination with relevant Caltrans district representatives and/or design leads to address comments and recommendations.

Quality Assurance Reviews / Report Drafts and Submittal
This task involves 3 subtasks:
1) Concurrent with the Design Team's review of OPC's initial conclusions on select parcels, the OPC QA/QC Team will review its internal data reporting, analysis and conclusions for accuracy and consistency.
2) Once property remediation and design assumptions are finalized and property impact conclusions are confirmed, data is finalized into the approved cost estimating formats.
3) The report is subsequently submitted to the client for their formal review.

Project Oversight and Post-Submittal Design Team Follow-up
This task involves 3 subtasks:
1) Review of initial comments from Project's Design Team and possible coordination of subsequent team meetings to clarify assumptions and strategize about cost and/or remediation strategies.
2) Potential new analyses are determined from revised assumptions.
3) Incorporation of new analysis and conclusions into the revised cost estimate analysis and subsequent re-submittal of report, where necessary.

QA/QC:
The QA/QC Plan for the Right of Way Data Sheets and Cost Estimates entail a three-fold scope involving thorough design coordination, detailed field research and a multi-party property impact analysis review. Errors in cost estimating for right of way often occur because of an estimator's inability to understand the nuances of a project's design impacts on any given property. Related to this, the lack of consistent, informed correspondence with the appropriate design personnel - throughout the estimating process - can lead to an impact analysis based on faulty assumptions. For these reasons, OPC is committed to working closely with the design team to understand the issues and thereby assure that impact conclusions are based on correct assumptions. Second, quality assurance and quality control can be maintained when a well-trained, organized and experienced estimator performs field research with an eye toward all relevant issues. Simply viewing the site is insufficient. Factors such as multiple design alternatives and potential property remediation options need to be understood to complete an effective field analysis. Finally, once the design is understood and the field research is complete, an in-depth property impact analysis overseen by multiple, experienced right of way professionals completes the process. This review entails a higher level, program management view as well as a detailed, in-depth analytical approach. This process assures a quality dependable product for project programming purposes.

Securing of up to (9) Rights of Entry in Support of Environmental Studies - Scope

This task involves 5 subtasks:

1) Creation of necessary Right of Entry documents and securing approval as to form from LPA and Prime.
2) Contact and negotiations with private property owners and securing execution of required agreements.
3) Provision of regular status updates to any relevant parties part of the Project Team.
4) Facilitation of any payments from LPA to private property owners via mail.
5) Reasonable assistance to project survey team with special owner requests and access concerns.

OPTIONAL

Draft and Final Relocation Impact Statement - Preparation Services

This task involved 6 subtasks:

1) Coordinate with Project Team to integrate necessary design narratives, mapping and other required project components into submittal.
2) Determine relocation impacts for project, in conjunction with Project Team, and draft narratives detailing impacts
3) Coordinate with Caltrans and other oversight agencies on Caltrans R/W Manual reporting formats
4) Submit drafts to Project Team, respond to QA/QC process, and coordinate resubmittals.
5) Coordinate Caltrans submittal and responses to review process.
6) Final Report includes interviews with impacted property owners, as needed, and reporting on impact conclusions for the locally preferred alternative.

Scope of Work: PS&E Phase
Acquisition, Relocation, and Project Management

Right of Way Project Management and Document Support

1) Preparation of a comprehensive project planning worksheet designed to ensure all project elements are considered and the work plan and client's policies are clearly understood.
2) Comprehensive initial project planning, including policy and budget analysis, and participation in informational meetings with the public and official representatives.
3) Tracking and managing all budgetary-related aspects of the project associated with OPC's Scope of Work.
4) Assisting with the development of administrative policies, procedures, and forms necessary to carry out the initial program.
5) Ongoing general consultation and project coordination with the client, social service agencies, governmental entities, and project team members.
6) Representation of the client at public meetings, hearings, and litigation related matters.
7) Preparation of tracking reports that monitor the completion of project milestones of the various disciplines involved on the project.
8) Preparation and presentation of a monthly written status report based on the agreed-upon guidelines on information to be provided. Confer weekly with client verbally on general status, problem areas, and progress. Participate in up to ***(6)*** Project Development Team Meetings to report on acquisition progress.
9) Coordination with federal and state oversight agencies such as Caltrans, and FHWA, as needed.
10) Subcontracting and managing all necessary disciplines needed for the project.

Title Investigation Services – *up to (9) preliminary title reports*

1) Secure vesting deeds, property profile, and tax map for each property.
2) Secure preliminary title reports for each property which will remain valid for a minimum of 6 months or until there is an ownership change.

3) Secure copies of recorded back-up documents as needed.
4) Share preliminary title information with right of way engineer, surveyor, and real estate appraisers for their use on the project.
5) Prepare list of title exceptions to be cleared; confirm manner of disposition is consistent with approved project plan.
6) Facilitate changes to preliminary title reports after the preparation of the legal descriptions, if necessary for partial acquisition projects.

Appraisal and Specialty Appraisal Services: ***(9) Summary Fee Appraisals, (9) Appraisal Reviews***

1) OPC will mail a notification letter and acquisition policies brochure to the property owner requesting permission to conduct an on-site inspection of the property, advising them of their right to accompany the appraiser at the time of the inspection, and requesting information regarding the property appraised which could influence the appraised value.
2) Appraiser will review title information pertaining to respective ownerships and will review drawings and other pertinent information relative to the parcel.
3) Appraiser will inspect each property personally with the owner (if possible) and document the inspection with photographs for use in the report.
4) Appraiser will inventory all improvements affected by the proposed taking, including notes on their manner of disposition (i.e., pay-for and remove vs. move back).
5) OPC will coordinate with Agency regarding the timing and need of loss of business goodwill appraisals in preparation of owner/tenant negotiations or in the event of condemnation proceedings.
6) Appraiser will perform market research to support the selected appraisal methodologies and will document and confirm comparable sales information.
7) Appraiser will prepare a narrative appraisal report that conforms to the Uniform Standards of Professional Appraisal Practice (USPAP). The appraisal study and report are intended to serve as an acquisition appraisal and will be prepared in a summary format consistent with the specifications for narrative appraisal reports.
8) Upon completion of the fee appraisal, OPC will facilitate a formal review by an independent appraiser in accordance with federal regulations and Caltrans procedures manual.
9) OPC will receive and analyze the completed appraisal reports accordingly.
10) OPC will reconcile the real estate and fixtures and equipment conclusions, as necessary.

Negotiate Right of Way Settlement/Prepare Acquisition Documents: ***(9) Fee Owners***

1) Establish and maintain a complete and current record file for each ownership in a form acceptable to the client.
2) Receive and analyze title information, approved appraisal reports, and legal descriptions in sufficient detail to negotiate with property owners and other parties.
3) Prepare all offer letters, summary statements, and lists of compensable items of fixtures and equipment, in accordance with state or federal regulations and approval of client.
4) Present written purchase offers to owners or their representatives in person, when possible. Secure receipt of delivery of offer as practical and present and secure tenant information statements, as applicable.
5) Notify relocation agent of initiation of negotiations within 2 business days and provide appraisal information, occupant contact information, and tenant information, as necessary.
6) Follow-up and negotiate with each property owner, as necessary; prepare and submit recommended settlement justifications to client for review and approval; review any independent appraisal secured by property owner; and coordinate reimbursement of appraisal fees (up to $5,000) with client. Ongoing negotiations and settlement discussions will continue for 8 weeks after the initial offer or until we reach settlement or impasse.

7) Prepare and assemble acquisition contracts, deeds, and related acquisition documents required for the acquisition of necessary property interests. Legal descriptions to accompany easements or to accompany partial acquisition deeds are not included in this Scope of Work.
8) Maintain a diary report of all contacts made with property owners or representatives and a summary of the status of negotiations indicating attitude of owners, problem areas, and other pertinent information. Copies of all applicable written correspondence will be maintained in files.
9) Prepare an impasse letter for any parcel where, after diligent attempts to settle by negotiation, it appears eminent domain will be needed or prudent to acquire the needed interest.
10) Litigation support: in the event an acquisition is unable to be settled via voluntary means, the negotiations staff will provide a condemnation-ready case file, all relevant negotiations history and meet with City counsel as needed to provide relevant acquisition content.
11) Transmit executed acquisition documents to client. Each transmittal package shall include a fully executed and properly notarized deed(s), fully executed acquisition contract with attachments, and a brief settlement memorandum which summarizes the pertinent data relative to the transaction.

Right of Way Support Services: Certification Oversight

1) Attend certification planning meeting with client's Right of Way Local Assistance Coordinator and project team.
2) Ensure appraisal maps/right of way maps and legal descriptions are all properly identified and prepared in conformance with approved right of way numbering system.
3) Ensure that all interests necessary for the project have been secured and all relocation activities have been performed in compliance with applicable law and regulations.
4) Prepare certification forms in coordination with engineer and client to include the compilation of all necessary back-up documents required including; deed, final order of condemnation, access easements, cooperative agreements, permits, right of entries, etc.
5) Attend and coordinate pre and post-audit submittal meetings.

Title Clearance Services

1) Work in conjunction with escrow officer to facilitate the clearance of title matters as set forth in the settlement memorandum and escrow instructions.
2) Coordinate payment of taxes due and release of liens.
3) Secure full or partial reconveyance instruments from lien holders of record.
4) Coordinate lost instrument bonds as may be necessary.
5) Coordinate and facilitate recordation of corrective deeds to clear vesting issues.
6) Secure subordination agreements from conflicting easement holders, as needed.

Escrow Coordination

<u>If by Negotiated Settlement:</u> Assist the escrow/title company in the following:

1) Open escrow and coordinate execution of closing instructions providing for title insurance coverage at the settlement amount.
2) Provide escrow officer with fully executed acquisition contract and notarized deed.
3) Review settlement statement for accuracy.
4) Coordinate deposit of acquisition price and estimated closing costs with escrow.
5) After the closing, review the title insurance policy for accuracy.
6) Prepare and mail a letter to County Assessor requesting cancellation of taxes if appropriate.

Eminent Domain Assistance

<u>If Settlement by Eminent Domain:</u> Assist eminent domain counsel with the following:

1) Prepare a letter for the client signature to eminent domain counsel, requesting proceeding to condemnation.

2) Provide eminent domain counsel with available right of way maps and legal descriptions, preliminary title reports and title review documents, and information on how to contact each owner or interest holder.
3) Provide eminent domain counsel with a duplicate copy of the parcel file, together with a copy of the appraisal, offer to purchase, correspondence, acquisition contract, and deed as presented.
4) Convert preliminary title reports to litigation guarantees for eminent domain counsels' use. Title company fees (based of the value of the interest required) are additional.

OPTIONAL

Relocation Assistance Services - *up to (1) Residential Displacee and (1) Farm Operation*

1) Secure basic case information and set up case file and maintain the necessary case documentation and contact diary throughout the course of our involvement with the claimant.
2) Conduct initial in-depth field interview with claimant: document rent, income, family size, names/ages of occupants, and determine relocation needs, preferences, and special requirements; provide general information notices and brochure; and explain relocation process, rights, and benefits available.
3) Provide on-going advisory assistance to minimize hardships on claimants, including referrals to and coordination with community service resources, public housing, and other public services as needed.
4) Document rent with rental agreement, receipts, or economic rent if needed.
5) Document/verify income using pay stubs, budget worksheets, tax returns, certification, and/or cash affidavit as necessary. Use rent-to-rent method if income cannot be verified.
6) Assist with the reconciliation of FF&E ownership among owner and tenant.
7) Create rent schedule for project as appropriate and if authorized by client.
8) Search and document comparables for each claimant: provide initial referrals and three sets of additional housing referrals every 4-6 weeks, as necessary and search for available non-residential sites until OPC recommends at least one appropriate site or determines that no such site exists. Provide with any referral, an evaluation form which requests feedback as to the suitability of the site referral and attempt to secure response from claimant.
9) Prepare letter of eligibility based on most appropriate comparable or rent schedule and seek authorization of client.
10) Deliver letter of eligibility to claimant and discuss findings and impacts to occupants' particular needs. Amend the letter of eligibility one additional time if the economics of the comparable's availability changes over the course of our assignment.
11) Prepare and deliver 90-day notices to vacate no later than 12 weeks after general information notices have been delivered.
12) Arrange for transportation to view replacement sites if needed and assist claimants with their selection of a replacement site, with lease offers, with review of rental agreements, and with move bids or fixed moving payment.
13) Inspect selected site to ensure it meets decent, safe, and sanitary requirements.
14) Monitor the replacement site escrow and explain the relocation process to agent and escrow officer, as necessary.
15) Review and discuss claimants' moving plans, build-out specifications and personal property inventory, and coordinate eligibility limitations in advance of physical move.
16) Verify vacation of the displacement site and secure a certificate of abandonment.
17) Determine eligibility for proposed amount of relocation benefits including actual and reasonable moving payments, rental/purchase differential payments, re-establishment payments, and fixed payments as applicable.
18) For residential moves, secure and process an advance claim to assist with the move and a second final claim incorporating the moving costs and rental/purchase differential payment once family has moved to selected displacement site. For non-residential moves, secure and process moving

assistance, re-establishment, in-lieu, or settlement claims ensuring that no item was duplicated in the acquisition process.

19) Each claim will be signed by the claimant, supported by appropriate back-up (written bids, schedules, receipts, etc.), and will be reviewed by OPC's project manager for recommendation before submitting to client for approval. Each claim check will be delivered to claimant in person (as feasible) and a receipt of payment will be secured.

Proposed Services Fee Summary: PA/ED Phase		
Project Management and Project Team Support: Includes involvement of up to (1) Project Development Team meetings, plan reviews with design lead and project management of the PA/ED tasks.	8 Hours @ $108/Hour Project Manager Rate	**$864**
Right of Way Cost Estimates and Caltrans Data Sheets: Includes property valuation analyses of up to (10) impacted APN's for up to (3) build alternatives, including (1) update, according to the scope of services provided.	45 Hours @ $90/Hour Senior Analyst Rate	**$4,050**
Rights of Entry Support Services: Includes preparation and coordination of up to (9) rights of entries in support of geotech, survey and other design related tasks, according to the scope of work provided.	54 Hours @ $103/Hour Senior Acquisition Agent Rate	**$5,562**
Preliminary Title Reports / Investigation Services: Up to (9) Preliminary Title Reports will be provided and analyzed to determine ownership interests and title encumbrances.	$550 @ (9) Reports	**$4,950**
Services Fees Total:		**$15,426**
OPTIONAL SERVICES		
Caltrans Draft and Final Relocation Impact Statements: Includes preparation of Caltrans Draft and Final Relocation Impact Statements, per the requirements of Caltrans guidelines. Includes draft document considering (3) build alternatives and updated final version for locally preferred alternative.	30 Hours @ $130/Hour Project Manager Rate	**$3,900**

Proposed Services Fee Summary: PS&E Phase		
Project Management and Project Team Support: Includes involvement of up to (6) Project Development Team meetings, weekly status updating, and management oversight of right of way program and sub consultants.	80 Hours @ $108/Hour Project Manager Rate 15 Hours @ $207/Hour ROW Principal Rate	**$11,745**
Right of Way Summary Fee Appraisals: Includes preparation and coordination of (9) narrative appraisal reports (comprising 9 APN's) in compliance with USPAP and the *Caltrans Right of Way Manual.*	Fixed Fee	**$44,550**
Right of Way Review Appraisals: Includes preparation and coordination of (9) appraisal reviews in compliance with USPAP and the *Caltrans Right of Way Manual.*	Fixed Fee	**$27,000**
Property Owner Negotiations: Includes document preparations and acquisition activities for up to (9) property owners, per the scope of work provided.	295 Hours @$103/Hour Senior Acquisition Agent Rate	**$30,385**
Escrow Coordination/Title Clearance: Includes preparation of escrow instructions, escrow agent coordination, and monetary encumbrance title clearance.	101 Hours @ $69/Hour Project Support Rate	**$6,969**
Caltrans Right of Way Certification – Support Services: Includes preparation of escrow instructions, escrow agent coordination, and monetary encumbrance title clearance.	25 Hours @ $69/Hour Project Support Rate	**$1,725**
Services Fees Total:		**$137,800**
OPTIONAL TASKS		
Relocation Assistance: OPC will implement the relocation assistance program in conformance to the Uniform Act for up to (1) residential occupant and (1) farm operation, per the scope of work provided.	80Hours @ $115/Hour Senior Relocation Agent Rate	**$9,200**

ESTIMATED HOURS AND FEE
SR-60 AT THEODORE STREET INTERCHANGE
CITY OF MORENO VALLEY
Exhibit "B-5"

OVERLAND, PACIFIC, AND CUTLER

	Task Description	Hours					Total Estimated Hours	Total Estimated Fee
		ROW Principal	ROW Project Manager	Senior Acquistion/ Relocation Agent	Senior ROW Analyst	Clerical		
		$ 207	$ 108	$ 103	$ 90	$ 69		
1.0	Draft Project Report Approved by Caltrans							
1.7	Obtain Right of Entry			54			54	$ 5,562
2.0	Preliminary Engineering Studies Approved by Caltrans							
2.8	Right of Way Data Sheets		8		45		53	$ 4,914
OTHER DIRECT COSTS FOR PHASE 1								
	Reproduction & Mileage						0	$ 4,950
	Aerial Photogrametry							
	Title Reports							
	PHASE 1 SUBTOTAL:	0	8	54	45	0	107	$ 15,426
16.0	Right of Way Acquisition Complete							
16.1	Task Management and Meetings						0	$ -
16.2	Utility Coordination						0	$ -
16.3	Utility Notices						0	$ -
16.4	Utility Relocations						0	$ -
16.5	Acquistion Coordination	15	72	255		101	443	$ 44,115
16.6	Acquistion Documentation			40			40	$ 4,120
16.7	Right of Way Certification		8			25	33	$ 2,589
							0	$ -
OTHER DIRECT COSTS FOR PHASE 2:							0	$ -
	Reproduction & Mileage						0	$ -
	Appraisals and Review Appraisal						0	$ 71,550
	Utility Potholes						0	$ -
	PHASE 2 SUBTOTAL:	15	80	295	0	126	516	$ 122,374
	TOTAL ESTIMATED HOURS AND BUDGET:	15	88	349	45	126	623	$ 137,800

OVERLAND, PACIFIC, AND CUTLER

LABOR RATE SCHEDULE
SR-60/THEODORE STREET INTERCHANGE
PROFESSIONAL PLANNING AND ENGINEERING SERVICES

June 25, 2013

STAFF CLASSIFICATION	STAFF NAME	PROJECT ROLE	RANGE OF DIRECT HOURLY RATES		INITIAL DIRECT HOURLY RATE	FULLY LOADED HOURLY RATE
			LOW	HIGH		
Principal In Charge	Mark La Bonte	QA/QC and Regulatory Compliance	$72.12	$72.12	$72.12	$207.06
Project Manager	Daniela Borbe	Project Manager	$37.50	$37.50	$37.50	$107.66
Senior Acquisition Agent	Roy Guinaldo	Acquisition/Relocation Agent	$35.95	$35.95	$35.95	$103.21
Senior Project Analyst	John Van Hoogan	Cost Estimates	$31.25	$31.25	$31.25	$89.72
Project Support	Rosie Stewart	Project Support	$24.03	$24.03	$24.03	$68.99
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00

INDIRECT COST	
Overhead	100.00%
General & Admin	61.00%
Total	**161.00%**

FEE (PROFIT)	10%

Escalation Per Year =			
Year	# of Months		Value
2014	12		0.00%
2015	12		0.00%
2016	12		0.00%
2017	0		0.00%
TOTAL	36		0.00%

EXHIBT B-6

LEIGHTON

Revised June 11, 2013

Proposal No. TE13-019

RBF Consulting
3300 East Guasti Road, Suite 100
Ontario, CA 91761

Attention: Mr. Timothy T. Haile, PE

Subject: Proposal to Provide Geotechnical and Environmental Services
Proposed SR-60/Theodore Street Interchange Improvements
Moreno Valley, California

In accordance with your request, Leighton Consulting, Inc. (Leighton) is pleased to present this *revised* scope and fee proposal to provide geotechnical engineering and environmental services for the subject project. We believe that Leighton is uniquely qualified to provide these services due to our past experience in the site vicinity, which includes geotechnical studies and ADL survey for widening of SR-60 between Redlands Boulevard and Theodore Street, and materials report and pavement evaluation for Theodore Street on-and off-ramps associated with interim improvements for Skechers World Distribution Center. Additional information regarding our qualifications can be provided upon request

PROJECT DESCRIPTION/ASSUMPTIONS

Based on information provided (Draft PSR-PDS dated February 2013), we understand that the City of Moreno Valley (City), in cooperation with the California Department of Transportation (Caltrans), District 8, and the County of Riverside, is proposing to reconstruct the interchange at SR-60 and Theodore Street. We understand that the proposed improvements are to generally consist of a Modified Partial Cloverleaf interchange. For this design option, the existing Theodore Street overcrossing (PM 21.37, Bridge No. 56-0488) would be removed and replaced by a new bridge. *A C-D road alternative between Theodore Street and Gilman Springs Road is also proposed.* This design will impact areas in all four quadrants of the interchange. Additional right of way will be required to accommodate proposed ramps in these locations.

PROPOSED SCOPE OF WORK

Based on discussions with you, we understand that our services are needed in support of the PA/ED and PS&E project development process and Alternative 2 will be chosen.

Our proposed scope of work is separated into the following three tasks to address environmental site characterization:

- Initial Site Assessment (ISA),
- Aerially Deposited Lead (ADL) survey, and
- Asbestos and lead-based-paint sampling (of the existing bridge) services.

Our proposed geotechnical scope of work in support of the PA/ED and PS&E project development process is expected to include the following tasks:

- Preliminary and final Materials Reports
- Preliminary and Final GDRs including percolation testing
- Preliminary and Final Foundation Reports (SPGR and FR)
- Percolation testing for four potential basins
- Fault Trenching (proposal provided under a separate cover)

A brief description for each of the above tasks are provided below:

Task 1 – Initial Site Assessment (ISA)

The purpose of the ISA is to evaluate potential recognized environmental conditions (RECs) on and around the proposed site/alternatives that would affect future project construction. The proposed ISA will be performed in general accordance with the current ASTM "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessments Process E 1527-05". The document will also be prepared under the ISA guidelines discussed in Chapter 18 of the Caltrans *Project Development Procedures Manual* dated February 28, 2006.

The ISA will include a site reconnaissance with photographic coverage, owner and user screen questionnaires, environmental database review, records search from Caltrans and local city agencies, completion of the Caltrans ISA checklist, and historical records review including aerial photographs and topographic maps. An illustrated ISA Report will be submitted that includes our conclusions and recommendations.

Access to right-of-way acquisition properties can cause project delays; therefore, Leighton will work closely with RBF to obtain a list of acquisition properties associated with the Project, including assessors' parcel numbers, addresses, and owner information. The property owners will be contacted at commencement of ISA activities so that access and interviews can be obtained in a timely manner. If the ISA identifies RECs that should be investigated, we will notify RBF and coordinate necessary project aspects with the Caltrans Environmental Engineering.

For budgeting, we have made two important assumptions as follows:

- **Caltrans Encroachment Permit**: For centralized efficiency for the whole RBF team, we assume an encroachment permit will be acquired by RBF, which we can use to access Caltrans right-of-way at this interchange; costs to obtain an encroachment permit are not included in our cost estimate.
- **Parcel Takes**: We have budgeted for 7 parcel takes (2 to 3 for each new diamond ramp). More parcel takes will increase our ISA cost.

An initial site assessment (ISA) cannot wholly eliminate uncertainty regarding hazardous environmental condition(s) at impacting a property. Performance of this ISA is intended to reduce, but not eliminate, uncertainty regarding the potential for hazardous environmental conditions at or impacting a property, and this practice recognizes reasonable limits of time and cost.

Task 2 – Phase II ISA (Aerially Deposited Lead Survey)

Leighton will conduct an Aerially Deposited Lead (ADL) survey for the proposed alignments/alternatives. Our ADL sampling will consist of pre-sampling activities (including preparation of a work plan, a health and safety plan, and underground utility clearance), direct-push soil sampling, analytical laboratory testing for lead, statistical analysis and report preparation, as describe in the following subsections:

- **Pre-Sampling Activities**: Leighton will prepare a Work Plan for this fieldwork and submit to Caltrans for their approval prior to the start of work. We will also prepare a Health and Safety Plan (HSP) for this fieldwork, in compliance with the Occupational Safety and Health and Administration (OSHA) regulation 29 CFR 1910.120 and signed by a Certified Industrial Hygienist. We will mark proposed boring locations and Underground Service Alert (USA) will be contacted prior to our subsurface exploration, to designate underground utility locations. Leighton anticipates that an encroachment permit and access agreements to private land will be provided by others.

- **Direct-Push Soil Sampling**: Leighton previously conducted an ADL Survey to the SR-60 East-Bound Widening between Redlands Boulevard and Theodore Street in August 2008. Leighton will use the information from this report to avoid duplicate sampling activities. Sampling intervals for this project are assumed to be 400 lineal feet for a total of *34 borings*. The borings will be advanced using a direct push truck-mounted drill rig, sampling soils at depths of ½-, 1-, 2- and 5-feet below existing exposed grade. The soil samples will be collected in acetate sleeves, placed in an ice-cooled chest for temporary storage and transported to laboratory certified by the California Environmental Laboratory Accreditation Program for analysis as described below. Traffic Control will conform to Caltran's Standard Plan T10 for shoulder closures.

- **Analytical Laboratory Testing**: Collected soil samples will be analyzed by a fixed based State Certified Laboratory for total threshold limit concentration (TTLC) lead by EPA Method 6010B. Samples with TTLC lead above 50 mg/kg but less than 1,000 mg/kg will be analyzed for Soluble Threshold Limit Concentration (STLC) by California (CA) Waste Extraction Test (WET) method using citric acid (WET-CITRIC). Samples that exhibit a TTLC exceeding 400 mg/kg but lower than 3,397 mg/kg will be analyzed with an additional CA WET method using deionized water (WET-DI). An additional 10% of random soil samples will also be analyzed for WET-CITRIC and WET-DI. Soil samples with TTLC lead > 1,000 mg/kg will also be analyzed by the Toxicity Characteristic Leaching Procedure (TCLP) by EPA Method 1311. An additional 10% of random soil samples will also be analyzed for TCLP if deemed necessary for the statistical analysis. For the purposes of this cost estimate, it is assumed that 15 soil samples will be analyzed for STLC WET-CITRIC, STLC WET-DI, and TCLP. In addition, 10% of the soil samples (11 soil samples) will also be analyzed for soil pH by EPA Method 9045.

- **ADL Report**: Leighton will analyze field and laboratory data and prepare a letter-report summarizing results of this soil sampling and analysis. We will perform a statistical evaluation of these soil samples tested for lead to characterize the soil to an 80% confidence interval. This statistical analysis will be performed in accordance with SW-846, Chapter 9. Our report will include conclusions and recommendations and will be signed by a California registered Professional Geologist or Engineer (PG or PE).

Task 3 – Asbestos And Lead-Based Paint Sampling

Purpose of this asbestos and lead-based paint sampling on the Theodore bridge (PM 21.37, Bridge No. 56-0488) is to look for hazardous materials that may require special handling or disposal during bridge demolition/modification/augmentation construction. *Leighton will also research as-built and/or maintenance records for the bridge to determine the existence of potential asbestos containing materials within the bridge.* Leighton will oversee and coordinate asbestos and lead-based paint sampling by a

qualified subcontractor. The following is a breakdown of our anticipated scope of work for sampling and analysis of surficial materials obtained from the bridge structure.

- Provide required traffic control and scissors-lifts for this sampling.
- A field representative will visit the bridge to establish appropriate sampling locations.
- We will then conduct an asbestos and lead-based paint survey in accordance with all applicable regulatory and professional requirements, in anticipation of structure demolition/modification/augmentation construction.
- Sampling locations will be digitally photographed.
- Provide written documentation of our survey including observations, evaluations/findings, photo exhibits and sample test results.

Further details regarding the scope and methods of sampling and testing can be provided upon request. *Destructive testing is not included in the above survey. If review of the maintenance documents do not provide sufficient information with regards to potential asbestos containing materials within the bridge structure (asbestos pipes within sidewalk similar to Nason Bridge), destructive testing may be warranted to further verify. This testing/potholing can be conducted at the time of the structure demolition by a licensed abatement contractor with appropriate precautionary measures. We recommend that this is included as a provisional line item in the bid documents to verify the presence and disposal of such materials.*

Task 4 – Preliminary Materials Report

Leighton will prepare a preliminary materials report addressing the materials conditions and pavement design aspects based on exiting information and previous testing performed during design and construction of interim improvements of the exiting interchange. The report will generally follow the requirements of Topic 114 and Chapter 600 of Caltrans Highway Design Manual (HDM). Our report will be signed and stamped by a California licensed Geotechnical Engineer (GE).

Task 5 – Preliminary Geotechnical Design Report (GDR)

Leighton will prepare a preliminary geotechnical design report based on exiting information collected during design and construction of the adjacent Skechers building and interim improvements of the exiting interchange. The collected information will be evaluated and provided in this preliminary GDR, including site geology, subsurface conditions, faulting and seismicity, corrosion potential, earthwork and grading (including slope gradients), roadway structural sections/pavement design, excavations, lateral earth pressures, *slope stability*, material specifications, material sources and disposal.

Our reports will be signed and stamped by a California licensed Geotechnical Engineer (GE) and a Certified Engineering Geologist (CEG). In addition, we will perform 2 percolation tests at 1.5 to 2.5 feet below exiting ground surface for the 5 infields (total 10 tests). We assume that an encroachment permit, if required, will be provided to us.

Task 6 – Preliminary Structures Foundation Report (SFR)

Leighton will prepare a preliminary SFR based on exiting information collected during design and construction of the adjacent Skechers building and interim improvements of the exiting interchange. Depending on existing information, we may also drill hollow-stem auger borings to at least 80-foot-deep at middle bent. The collected information will be evaluated and provided in this preliminary SFR, including site geology, fault rupture, and the selection of specific foundation type for the bridge. Our report will be prepared in general accordance with Caltrans Guidelines (updated December 2009) and signed and stamped by a California licensed Geotechnical Engineer (GE) and a Certified Engineering Geologist (CEG).

Task 7 – Final Materials Report

Leighton will prepare a final materials report based on additional field and laboratory testing performed for the selected interchange alternative. The report will generally follow the requirements of Topic 114 and Chapter 600 of HDM and organized in general accordance with California Test (CT) 130 (Caltrans, 2000). The main purpose of this report is to develop design and construction recommendations to aid RBF in preparing project Plans, Specifications and Estimates (PS&Es). As such, this report will provide site-specific geotechnical information and recommendations for project (proposed ramps) pavements, mitigating soil corrosion and materials sources as outlined in the HDM. Leighton will drill hollow-stem auger borings along the proposed alignments of all ramps and auxiliary lanes to perform appropriate field testing and collect samples for laboratory testing. Leighton anticipates that an encroachment permit to Caltrans easements and access agreements to private land will be provided by RBF. Our report will be signed and stamped by a California licensed Geotechnical Engineer (GE).

Task 8 – Final Geotechnical Design Report (GDR) and Foundation Report

Our final GDR report will be based on comprehensive field and geotechnical laboratory testing and analyses prepared in accordance with most current Caltrans guidelines and requirements. Our field program will explore geotechnical subsurface conditions along this proposed bridge alignment at each bent, and along ramps and auxiliary lanes. We plan to drill hollow-stem auger borings to at least 80-foot-deep at each embankment. All our borings will be visually logged by a member of our technical staff. Representative

relatively undisturbed and bulk soil samples will be collected at selected depth intervals in the borings. Our borings will be backfilled with soil cuttings from borings and topped with cold patch asphalt or rapid set concrete (where pavement is penetrated) to match existing surfaces. Geotechnical testing of sampled soil materials will be conducted in our laboratory for soil classification and to evaluate engineering properties. At this stage of the project process, we typically provide GDR and/or Structures Foundation Report (FR) for the bridge PS&E submittal, and a letter report for the roadway pavement and embankment, and retaining walls foundation. Our reports will be signed and stamped by a California licensed Geotechnical Engineer (GE) and a Certified Engineering Geologist (CEG) and will include exploration logs (LOTBs) and field test data, geotechnical laboratory test data, and geotechnical cross sections in addition to the following:

- **Alignment Conditions**: We will review and summarize the surface and subsurface geologic conditions and materials, groundwater conditions, and the engineering properties of the soils encountered during this investigation.
- **Seismic Design Parameters**: We will present results of site-specific seismic hazard evaluation including recommended soil profile type, peak bedrock acceleration and design acceleration response spectra (ARS) curves, in accordance with current (2012) Caltrans seismic design criteria.
- **Earthwork and Grading**: We will present earthwork criteria, including recommendations for clearing and site preparation, subgrade preparation, recommendations for removal of unsuitable soil or fill, utility trench backfill, surface drainage, and landscaping considerations. Recommendations for import soil engineering and compaction criteria will also be provided.
- **Foundation Design Recommendations:** Utilizing data collected during our subsurface exploration, we will recommend suitable foundation types for the proposed replacement bridge, retaining walls, and other structures. Relevant foundation design parameters will be provided in the reports. Foundation design parameters include: footing data table, bearing pressures and settlements.
- **Corrosion Potential**: Results of corrosivity tests will be presented and analyzed in accordance with *Caltrans Corrosion Guidelines*. Recommendations for corrosion protection and mitigation of steel and concrete foundation elements will also be provided.

Task 9 – Field Percolation Testing (Four Basins)

Leighton proposes to perform two (2) percolation tests per basin within a depth of 2 to 5 feet BGS unless specified by the civil engineer prior to field testing (depth not to exceed 5 feet). The tests will be performed in general accordance with those set forth in

California Test 750, "Method For Determining The Percolation Rate Of Soils Using A 6-Inch-Diameter-Test Hole." These tests are to be performed simultaneously with either the ADL field sampling or the geotechnical borings so no additional field mobilization of drill rig is required.

COST ESTIMATE

We propose to complete the above scope of services on time-and-expense basis for the estimate fee as further outlined in Table 1 below.

Task #	Brief Description of Task	Fee ($)*	Anticipated Schedule (weeks)**
1	Initial Site Assessment (ISA), ≤7 parcel takes	12,000	4 to 6
2	Aerially Deposited Lead (ADL) Survey	31,736	4 to 8*
3	Bridge Structure Asbestos and Lead-Based Paint Sampling	7,000	3 to 4
4/5/6	Preliminary Materials, Geotechnical Design, Structure Foundation Reports and meetings***	25,722	2 to 3
7/8	Final Materials, Geotechnical, and/or Structures Foundation Reports (26 to 36 borings) and meetings***	46,014	6 to 8
9	Percolation testing for 4 basins (8 total tests)	6,520	1 to 2
10	Fault Trenching, See proposal under separate cover	65,692	NA
11	Addendum reports (no field work) and meetings***	9,154	NA
TOTAL:		$203,838	(parallel not serial)

*Alternative 2 is chosen with C-D road alternative between Theodore St. Gilman Springs Rd.
**Assuming that necessary encroachment permit is already provided, where applicable.
***Total of Five Project Team Meetings or Agencies are assumed (at 4 hrs/meeting at locations < 60 miles from site)

Services requested beyond the above-described scope will be billed on a time-and-expense basis in accordance with Leighton's *FAR Fee Schedule* submitted for this project. Please note that our fee is contingent on the following conditions:

- The information provided by your office will include reports of previous geotechnical or environmental-related investigations of the site, <u>not</u> performed by Leighton.
- We will obtain encroachment permits from the City of Moreno Valley to have legal access to drill within right-of-ways of existing streets. Other permits to access Caltrans right-of-way and private properties will be provided to us.
- The project is subject to the Prevailing Wage Law.

- This fee is based on the condition that our fieldwork can be performed during normal weekday daylight-hours. Additional costs will accrue if nighttime or weekend exploration is required.
- Electronic copies of proposed interchange improvement plans and alignments with property boundaries will be provided to us.

CLOSURE

We appreciate the opportunity to provide this proposal. If you have any questions regarding this proposal, please do not hesitate to contact this office. The undersigned can be reached at 866-*LEIGHTON*, directly at the phone extensions and e-mail addresses listed below.

Respectfully submitted,

LEIGHTON CONSULTING, INC.

Simon Saiid, PE, GE
Principal Engineer
Extension 8013, ssaiid@leightongroup.com

Kristin Stout
Senior Project Scientist
Extension 8927, kstout@leightongroup.com

Distribution: (1) addressee

ESTIMATED HOURS AND FEE
SR-60 AT THEODORE STREET INTERCHANGE
CITY OF MORENO VALLEY
Exhibit "B-6"

LEIGHTON CONSULTING

	Task Description	Hours										Total Estimated Hours	Total Estimated Fee
		Principal	Project Manager	Technical Manager	Senior Project Engineer/Planner	Project Engineer/Planner	Design Engineer	Design Technician	Technician	Clerical	Subconsultants/ Other Direct Costs		
		$ 214	$ 179	$ 159	$ 118	$ 97	$ 73	$ 96	$ 118	$ 70			
2.0	Preliminary Engineering Studies Approved by Caltrans											0	$ -
2.10	Preliminary Geotechnical Investigations and Evaluation											0	$ -
	ISA, ADL, and Bridge Asbestos	2	4		94		130	20		45	$ 24,000	295	$ 50,736
	Preliminary Geotechnical Reports	4	50	40		24	40	20		20	$ 1,000	198	$ 25,722
	Subsurface Fault Investigation	24	4				52	8	40	8	$ 50,000	136	$ 65,692
												0	$ -
												0	$ -
OTHER DIRECT COSTS FOR PHASE 1												0	$ -
	Reproduction & Mileage											0	
	Aerial Photogrametry												
	Title Reports												
	PHASE 1 SUBTOTAL:	**30**	**58**	**40**	**94**	**24**	**222**	**48**	**40**	**73**	**75000**	**629**	**$ 142,150**
12.0	65% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 95% PS&E											0	$ -
12.9	Geotechnical Design and Reports											0	$ -
	Geotechnical Design Reports	4	40	40		42	70	32		30	$ 16,000	248	$ 46,014
	Percolation Testing		2	2			44			2	$ 2,500	50	$ 6,520
13.0	95% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 100% PS&E											0	$ -
13.2	Update Reports	2	16	16		12	14	6		8		74	$ 9,154
OTHER DIRECT COSTS FOR PHASE 2:												0	$ -
	Reproduction & Mileage											0	$ -
	Appraisals and Review Appraisal											0	$ -
	Utility Potholes											0	$ -
	PHASE 2 SUBTOTAL:	**6**	**58**	**58**	**0**	**54**	**128**	**38**	**0**	**30**	**$ 20,500**	**372**	**$ 61,688**
	TOTAL ESTIMATED HOURS AND BUDGET:	**36**	**116**	**98**	**94**	**78**	**350**	**86**	**40**	**103**	**$ 95,500**	**1001**	**$ 203,837**

LEIGHTON CONULTING INC.

LABOR RATE SCHEDULE
SR-60/THEODORE STREET INTERCHANGE
PROFESSIONAL PLANNING AND ENGINEERING SERVICES

June 25, 2013

STAFF CLASSIFICATION	STAFF NAME	PROJECT ROLE	RANGE OF DIRECT HOURLY RATES		INITIAL DIRECT HOURLY RATE	FULLY LOADED HOURLY RATE (initial)	FULLY LOADED HOURLY RATE (2014)
			LOW	HIGH			
Sr. Principal Engineer/Geologist	Bob Riha / Tom Benson	Project Manager	60	72	$68.00	$204.51	$208.60
Principal Engineer	Simon Saiid, PE, GE	Project Manager	55	65	$57.69	$178.76	$182.34
Associate Engineer	Siva Sivathasan, PE, GE	Task Manager	50	55	$51.44	$159.40	$162.59
Sr. Project Scientist	Kristin Stout / Richard Or	Task Manager	33	46	$38.00	$117.75	$120.11
Sr. Staff Engineer	Sreekar Pullala	Project Engineer	30	35	$31.25	$96.83	$98.77
Staff Engineer/Geologist	Bashir Saiid / Jeff Deland	Design Engineer	21	26	$23.50	$72.82	$74.28
CAD Tech / GIS / Drafter	Buu Tran / Cristiano Giovando / Mary Murphy	Design Technician	26	36	$31.00	$96.06	$97.98
Secretary / Accounting	Deb Meggers, Mary-Ann Venilli, Karen Oulette	Admin/Clerical Support	20	25	$22.50	$69.72	$71.12
Soils Technician - PW	Loren Murphy / Avi Shwartz	Technician			$38.18	$118.31	$120.67
						$0.00	$0.00
						$0.00	$0.00
						$0.00	$0.00

INDIRECT COST	
Overhead	48.90%
General & Admin	132.80%
Total	**181.70%**

FEE (PROFIT)	10%	

Escalation Per Year =			
Year	**# of Months**		**Value**
2014	12		0.00%
2015	12		0.00%
2016	12		0.00%
2017	0		0.00%
TOTAL	36		0.00%

EXHIBT B-7

ARELLANO AND ASSOCIATES

City of Moreno Valley
State Route 60 / Theodore Street Interchange Improvements
Proposed Public Outreach Services Scope of Work – Arellano Associates

Arellano Associates is pleased to propose the following services to support the notification and public circulation of the Draft Environmental Document for the State Route 60 / Theodore Street Interchange in Moreno Valley.

Proposed public outreach activities include:

Task 1: Stakeholder Database

AA will develop a stakeholder database to serve as the official contact list for this task. Contacts will include elected officials, city/county/school district representatives, planning commissioners, residents, businesses, transportation and transit agencies, logistics organizations, emergency responders, news media and other area stakeholders identified by Caltrans and the project team. Parcel data also will be obtained for property owners and tenants in the vicinity of the project area.

Deliverables:
Stakeholder database, updated stakeholder databases (following public meeting, public hearing and inquiries)

Task 2: Collateral Material

AA will prepare collateral material for the Public Meetings outlined in Task 3. Material will include public notices to conform to the Caltrans template, a project fact sheet, sign-in sheets, comment cards, and name tags. Information will be translated into Spanish to ensure complete communication. AA will coordinate placement of newspaper advertisements in both English and Spanish in two local newspapers. All materials will undergo review by Caltrans and internal CONSULTANT project team prior to issuance or printing.

Deliverables:
Public notices, project fact sheet, newspaper advertisements, sign-in sheets, comment cards, name tags – English and Spanish

Task 3: Public Meetings

AA will coordinate two (2) Public Information Meetings, both in an open house format. The first meeting will take place during public circulation of the Draft Environmental Document and the second prior to the selection of the LPA. Support activities for both meetings will include coordination of dates and times with the project team, organization of facility details (including equipment and insurance, if applicable), meeting set-up and clean-up, materials listed in Task 2, photography, refreshments and preparation of a summary report. Meeting participants will receive copies of project materials, encouraged to complete the comment card and added to the stakeholder database for future communication.

Deliverables:
Meeting logistics lists, summary reports and comment log

Task 4: Public Hearing Record

AA will prepare a record of the Public Meetings, including a summary of the notification methods, level of participation, comments, and other items to serve as documentation of the meeting.

Deliverables:
Draft/final Public Meeting Record

Task 5: Team Coordination/Meeting Record

AA will attend and participate in Project Development Team meetings as needed.

cm: 05-29-13

City of Moreno Valley
State Route 60 / Theodore Street Interchange Improvements
Outreach Services Budget Estimate - Arellano Associates

As of: April 29, 2013

LABOR COSTS	Cheryl Donahue		Maria Yanez-Forgash		Staff Support		TOTAL	
	Project Manager		Outreach Support		Outreach Support			
	$ 158.40		$ 95.04		$ 35.20			
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Task 1 Stakeholder Database	8	$ 1,267	24	$ 2,281	60	$ 2,112	92	$ 5,660
Task 2 Collateral Material	8	$ 1,267	24	$ 2,281	42	$ 1,478	74	$ 5,027
Task 3 Public Meeting and Public Hearing	20	$ 3,168	32	$ 3,041	40	$ 1,408	92	$ 7,617
Task 4 Public Hearing Record	16	$ 2,534	24	$ 2,281	32	$ 1,126	72	$ 5,942
Task 5 Project Coordination	8	$ 1,267	8	$ 760	8	$ 282	24	$ 2,309
SUB-TOTAL LABOR COSTS	60	$ 9,504	112	$ 10,644	182	$ 6,406	354	$ 26,555
DIRECT COSTS*								
Graphics/Printing								1,000
Mailing Prep/Postage - Public Hearing Notices								2,000
Advertisements (x2 meetings)								10,000
Meeting Supplies/Refreshments (x2 meetings)								300
Facility Rental (x2 meetings)								400
Translation								500
Certified Bilingual Interpretation (x1 meeting)								500
Court Reporter (x1 meeting)								750
Parcel Data								500
Mileage								400
SUB-TOTAL - DIRECT COSTS*								16,350
TOTAL PROPOSED BUDGET								$ 42,905

* Direct Costs to be billed at actual cost.

Arellano Associates

LABOR RATE SCHEDULE
SR-60/THEODORE STREET INTERCHANGE
PROFESSIONAL PLANNING AND ENGINEERING SERVICES

June 25, 2013

STAFF CLASSIFICATION	STAFF NAME	PROJECT ROLE	RANGE OF DIRECT HOURLY RATES		INITIAL DIRECT HOURLY RATE	FULLY LOADED HOURLY RATE
			LOW	HIGH		
Project Manager	Cheryl Donahue	Public Outreach	90	100	$90.00	$158.40
Outreach Specialist	Maria Yanez-Forgash	Public Outreach	54	61	$54.00	$95.04
Outreach Support	Support Staf	Public Outreach	20	30	$20.00	$35.20
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00

INDIRECT COST	
Overhead	60.00%
General & Admin	
Total	**60.00%**

FEE (PROFIT)	10%

Escalation Per Year =			0.00%
Year	# of Months		Value
2014	12		0.00%
2015	12		0.00%
2016	12		0.00%
2017	0		0.00%
TOTAL	36		0.00%

EXHIBT B-8

UTILITY SPECIALISTS

Utility Specialists

results through teamwork

Dry Utility Scope of Work for SR60 & Theodore Street, Moreno Valley, CA

Preliminary Tasks:

- Request facility maps from utilities and follow up requests as necessary (Qty: 7)
- Field site to determine existing utilities
- Assist in determination of Utility Right-of-way requirements
- Request Utility Property rights verification

Project Support:

- Attend meetings (Qty: 5)
- Monthly Progress Report (Qty: 12)
- Provide Utility Verification letters (Qty: 7)
- Provide Utility Relocation Claim letters (Qty: 3)
- Provide (Utility) Notice To Owners (Qty: 3)
- Submit Plans to Utilities for Utility Verification (Qty: 7) (plans provided by others)
- Complete Right-of-way Data Sheet item VII, and Utility Information Sheet items 1 - 5

Design:

- Relocation Study for 2 alternatives
- Cost estimate for 2 alternatives. Initial, 65%, 95%, 100%
- Coordinate utility preliminary relocation designs
- Distribute and review utility preliminary relocation designs
- Plot existing dry utilities on base provided by civil (redline not Cad)
- Submit 65% plans to Utilities for utility relocation designs (plans provided by others)
- QA plans 65%,95%, 100%
- Coordinate utility final designs (Qty: 3)

**Note the attached Scope applies to franchise gas, electric, communication, oil. Wet utilities and private or after meter utilities not included.*

ESTIMATED HOURS AND FEE
SR-60 AT THEODORE STREET INTERCHANGE
CITY OF MORENO VALLEY
Exhibit "B-8"

UTILITY SPECIALISTS

	Task Description	Hours: Sr. Project Manager $ 209	Sr. Project Specialist $ 208	Project Specialist $ 136	Project Coordinator $ 80	Design Specialist $ 134	Total Estimated Hours	Total Estimated Fee
2.0	Preliminary Engineering Studies Approved by Caltrans							
2.7	Utility Assessment	16	9	22	33	4	84	$ 11,395
	OTHER DIRECT COSTS FOR PHASE 1:							
	Reproduction & Mileage						0	
	Aerial Photogrammetry							
	Title Reports							
	PHASE 1 SUBTOTAL:	**16**	**9**	**22**	**33**	**4**	**84**	**$ 11,395**
12.0	65% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 95% PS&E						0	$ -
12.12	Draft Utility Plans	25	6	10	7	10	58	$ 9,736
13.0	95% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 100% PS&E						0	$ -
13.4	Update Utility Plans	12	2	4	9		27	$ 4,192
16.0	Right of Way Acquisition Complete						0	$ -
16.2	Utility Coordination	4			4		8	$ 1,156
16.3	Utility Notices	4	8		8		20	$ 3,145
16.4	Utility Relocations	4	8	8	40	4	64	$ 7,338
							0	$ -
	OTHER DIRECT COSTS FOR PHASE 2:						0	$ -
	Reproduction & Mileage						0	$ -
	Appraisals and Review Appraisal						0	$ -
	Utility Potholes						0	$ -
	PHASE 2 SUBTOTAL:	**49**	**24**	**22**	**68**	**14**	**177**	**$ 25,568**
	TOTAL ESTIMATED HOURS AND BUDGET:	**65**	**33**	**44**	**101**	**18**	**261**	**$ 36,964**

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Page 1

Utility Specialists California, Inc.

LABOR RATE SCHEDULE
SR-60/THEODORE STREET INTERCHANGE
PROFESSIONAL PLANNING AND ENGINEERING SERVICES

June 25, 2013

STAFF CLASSIFICATION	STAFF NAME	PROJECT ROLE	RANGE OF DIRECT HOURLY RATES		INITIAL DIRECT HOURLY RATE	FULLY LOADED HOURLY RATE
			LOW	HIGH		
Sr. Project Manager	Tony Nissen	Primary lead on Project T	60.24	60.24	$60.24	$209.06
Sr. Project Specialist	David Warner	Technical resource on pr	39.16	60.00	$60.00	$208.23
Project Specialist	Marty Peterson	Technical resource on pr	39.16	60.00	$39.16	$135.90
Project Coordinator	Jennell Lawrence	Support PM and team. Al	21.70	23.15	$23.15	$80.34
Design Specialist	Andre Rubiano	Support CAD and design	26.43	38.57	$38.57	$133.86
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
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						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00

INDIRECT COST	
Overhead	215.50%
General & Admin	0.00%
Total	**215.50%**

FEE (PROFIT)	10%

Escalation Per Year =			
Year	# of Months		Value
2014	12		0.00%
2015	12		0.00%
2016	12		0.00%
2017	0		0.00%
TOTAL	36		0.00%

A Company

Accelerated Project Delivery.
Established Relationships.
Proven Success.

May 9, 2013

Ms. Margery Lazarus, P.E. | *Senior Engineer*
City of Moreno Valley
Capital Projects Division
14325 Frederick Street, Suite 9
Moreno Valley, CA 92552-0805

Subject: Proposal for Professional Consultant Services for the State Route 60/Theodore Street Interchange Improvements Project No. 801 0052 70 77

Dear Ms. Margery Lazarus:

I am pleased to provide you with our work plan and cost proposal to accelerate and deliver the necessary services for the SR-60/Theodore Street Interchange Improvements Project, to accommodate economic growth in the City of Moreno Valley. RBF's proven success with Caltrans District 8 with accelerated delivery will realize the necessary improvements to the interchange for growth in the City. I have developed a unique approach to reduce the typical Caltrans delivery process by two years to realize these improvements for the City. RBF is successfully executing this same approach on the I-10/Jefferson Street interchange, which is delivering environmental clearance and construction drawings within three years. The key to this accelerated delivery program is my established relationships with Caltrans District 8 District Director, Basem Muallem, executive management, and supporting staff. Our team of experts, coupled with relationships at Caltrans, will successfully deliver this project to the City. We are very excited to have the opportunity to work on this project with you and the regional partners to set the bar for future projects in the region to accelerate and deliver infrastructure improvements to the public.

The RBF Team is committed to excellence! To demonstrate this pledge, we carefully assembled our team to include the following sub-consultant partners and experts: **Parsons Brinckerhoff** (Traffic Analysis), **LSA Associates, Inc.** (Environmental), **Overland, Pacific & Cutler, Inc.** (Right-of-Way), **Leighton Consulting, Inc.** (Geotechnical), **Arellano Associates** (Public Outreach), and **Utility Specialists** (Utilities).

The RBF Team will provide the City of Moreno Valley with the following benefits:

- **Hands-On, Local Project Manager | Tim Haile, PE** is recognized as a Project Manager who takes ownership of each of his projects and is actively involved in understanding every project detail. He is a known expert in delivering PA/ED and PS&E in Caltrans District 8. He is local to Riverside County and is respected for his ability to build consensus among stakeholders while effectively collaborating with Caltrans and FHWA to deliver a successful project. Mr. Haile's relationships with District 8 are unparallel. He has maintained a strong relationship with Mr. Emad Makar, Caltrans District 8 Project Manager for the SR-60/Theodore Street Interchange, Mr. Anthony Ng, Headquarters Reviewer and FHWA Liaison at Caltrans District 8 and has worked closely with Caltrans NEPA Delegation, Mr. James Shankel and Senior Environmental Planner, Mr. Kurt Heidelberg.
- **Proven Accelerated Project Delivery Due to Established Relationships** | RBF is successfully executing the accelerated delivery approach on I-10/Jefferson Street interchange. RBF is working with Mr. Emad Makar, Mr. Anthony Ng, Mr. Du Lu, Mr. James Shankel, and Mr. Kurt Heidelberg on the I-10/Jefferson Street interchange. These are same individuals assigned to the SR-60/Theodore Street interchange due to our established relationships with District 8. We know how to work together, understand our expectations, and have developed partnerships to deliver projects. It is through these established relationships and partnerships that the I-10/Jefferson Street interchange project has been successful. In other words, this is the same Caltrans and Consultant team, same accelerated project delivery approach, and same proven success, which brings tremendous value to the City of Moreno Valley.

- **Unparallel Knowledge of the SR-60/Theodore Street interchange** | Our team has extensive experience relative to the SR-60/Theodore Street interchange and surrounding development. Mr. Tim Haile, PE is leading and preparing the Project Study Report – Project Development Support (PSR-PDS) and Preliminary Environmental Analysis Report (PEAR) for the SR-60/Theodore Street Interchange. RBF supported the City and Caltrans in preparing the Draft Cooperative Agreement for PA/ED, PS&E, and Right-of-Way. PB, LSA, and Utility Specialists prepared the traffic study and environmental documentation for the World Logistics Center, an adjacent proposed development to the interchange. Our team has already collected traffic counts for the interchange traffic study. Our team is already familiar with the environmental scope and ready to perform biological surveys. There is no other team that knows more about the SR-60/Theodore Street interchange than the RBF team. Based on our prior experience, every member of our team is ready to begin work immediately upon receipt of a "Notice-to-Proceed."

Please feel free to call me at **909/974-4922** if you have any questions or would like to schedule a time for us to meet with you.

Respectfully,

Tim Haile, PE
Senior Associate, Transportation Public Works
Project Manager
909/974-4922 | thaile@rbf.com

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Cost Proposal ..... *Separately Sealed*

1. The Right Team

The Right Team

Firm Profiles

RBF Consulting | *Prime Firm*

RBF Consulting, a Company of Michael Baker Corporation (RBF), is a full-service consulting firm providing turnkey planning, design, and construction services for public- and private-sector clients on a diverse range of projects.

RBF is a California corporation founded in Orange County, California in 1944. With over 65 years of experience, RBF offers a professional staff of nearly 500 employees located in 14 offices throughout California, Arizona, and Nevada. Nearly 250 personnel are headquartered in RBF's Irvine office. Through RBF's recent merger with Michael Baker Corporation, our team has grown to over 3,000 professionals located in 87 offices nationally.

In the 2013 list of "Top 20 Design Firms" as published by Engineering News Record (ENR), our firm ranked number 12. The firm is also ranked number 13 in the national list of "Top 100 Pure Designers." The firm's ENR ranking for "Top 500 Design Firms" is number 30.

RBF has played a significant role in development and implementation of the expansive transportation network throughout Southern California. We have been involved in a leadership role on significant projects such as the Riverside County-Orange County Major Investment Study (MIS), SR-91 Corridor Improvement Project (CIP) to extend the SR-91 Express Lanes into Riverside County, design-build of the SR-241 toll road, and the I-5/I-405 Interchange Project (also known as the "El Toro Y").

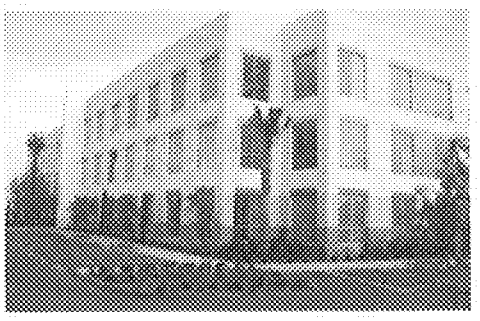

3300 East Guasti Road,
Suite 100, Ontario, CA 91761
909/974-4900

Having successfully worked with Caltrans District 8 for the past 20 years, RBF has strong, established relationships at the District that will facilitate project delivery and performance for the City of Moreno Valley. This has included extensive involvement with Caltrans District 8 and FHWA staff for the development of complex geometric design for Project Reports and environmental documents for the I-10/Jefferson Street Interchange Project in Indio and the SR-91 CIP for RCTC, as well as a 4-year highway design on-call contract with District 8.

RBF brings tremendous value to the City of Moreno Valley based on our previous experience with the SR-60/Theodore Street interchange. RBF has supported the improvements associated with the adjacent Sketchers development, including planning and accommodating ultimate improvements to the SR-60 freeway and interim improvements to the interchange. RBF is also preparing in collaboration with the City and Caltrans District 8 the Project Study Report – Project Development Support for the SR-60/Theodore Street interchange.

RBF has been involved in planning and designing Caltrans freeway facilities since the advent of consultant-prepared planning and design projects in the 1980s. Our firm's experience includes preparation of over 50 Caltrans Design Reports (Project Study Report, Project Report and combined PSR/PRs), initial route alignment and feasibility studies, as well as preliminary geometric plans for over 300 miles of highway routes and over 120 freeway interchanges.

Figure 1 illustrates the extensive work on state highway projects that RBF has completed over the past 20 years involving numerous agencies in Riverside counties, as well as Caltrans District 8.

Our thorough understanding of the Caltrans review process and local public agency standards from project planning and environmental through final PS&E to construction, ensure the timely and cost-efficient completion of the bidding documents, construction drawings, and cost estimates. In addition, RBF's extensive experience in geometric design has been demonstrated through our development of final plans, specifications, and

estimates (PS&E) for over 100 projects totaling well over $1 billion in improvements on state highways comprising over 12,000 plan sheets in accordance with Caltrans standards. RBF has also completed over 200 task orders on a wide variety of Caltrans on-call contracts in Districts 7, 8 and 12 and with the Caltrans Division of Environmental Analysis (water quality) and Engineering Services Center (structures).

The overall expertise of RBF includes transportation/traffic planning and engineering; civil, structural, mechanical, and electrical engineering; survey/mapping; environmental planning; GIS/GIT; water/wastewater engineering; architecture, land use planning, urban design, and landscape architecture; public outreach; land development; and construction management.

The SR-60/Theodore Street Interchange Improvements Project will be managed out of RBF's Ontario office, which is located in direct proximity to Caltrans District 8 and the City of Moreno Valley. RBF is a strong, financially stable firm, with no bankruptcy, pending litigation, closures or mergers that would impede our ability to complete this project.

Figure 1 - State Highway / Interchange Experience in Caltrans District 8

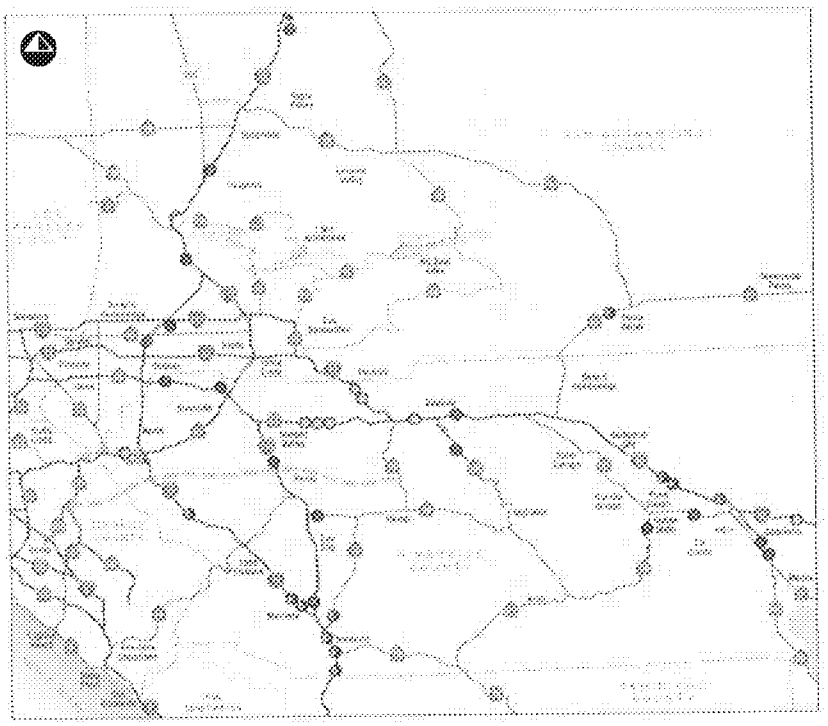

Legend

Regional Circulation Planning

- Riverside / Orange County Major Investment Study (Transportation Planning)
- Mid-County Parkway (North of Lake Mathews alignment; I-15/Mid-County Parkway Interchange; I-15 Widening; Drainage Analysis from I-15 to I-215)
- High Desert Corridor / Southern California Logistics Airport (Transportation Planning)

Caltrans Project Development Reports (PSR, PR, PSR/PR) and Final Design (PS&E)

- I-10 / Jefferson Street
- I-10 / Monterey Avenue
- I-10 / Ramon Road
- I-15 / California Oaks Road
- I-15 / Indian Truck Trail
- I-15 / Nutmeg Street Overcrossing
- I-15 / Rainbow Valley Boulevard
- I-15 / Rancho California Road
- I-15 / SR-79 South
- SR-62 Widening
- SR-79 / Winchester Road Widening

Caltrans Project Development Reports (PSR, PR, PSR/PR)

- I-10 / Cherry Valley
- I-10 / Highland Springs Avenue
- I-10 / McNaughton Parkway
- I-10 / Singleton Road
- I-10 / Cherry Avenue
- SR-91 Corridor Improvement Project

Final Design (PS&E)

- Caltrans Southern Region Lab Site and Park and Ride Lot
- Highway 111 from Plaza Way to Larkspur Lane
- I-10 Median Widening and Barrier Replacement (Nelle Avenue to Fields Road, and Cabazon Road to West Stubby Wash Bridge)
- I-15 / Valley Wells Rest Area
- I-15 Pavement Rehabilitation
- I-215 / Los Alamos Road (Bridge Structure)
- I-215 / Ramona Expressway
- SR-60 / Market Street
- SR-60 HOV Widening, I-15 to Valley Way (Traffic Engineering)
- SR-74 Coachella Valley Vista Point (Traffic Engineering)
- SR-74/Sherman Road
- SR-86 / 62nd Avenue
- SR-86 / Airport Boulevard (Traffic Engineering)
- SR-138 (Traffic Engineering)
- SR-243 Indian Vista Point (Traffic Engineering)

Subconsultants

Parsons Brinckerhoff | Traffic

Parsons Brinckerhoff (PB) is a global consulting firm assisting public and private clients to plan, develop, design, construct, operate, and maintain thousands of critical infrastructure projects around the world. They have a full-service office local to the Project Site in San Bernardino and support major clients, including the City of Moreno Valley, Riverside County Transportation Department (RCTD), Riverside County Transportation Commission (RCTC), and Caltrans District 8.

PB has assisted Inland Empire clients for nearly 60 years with the planning, design and construction of highway and freeway improvements. PB has completed the plans, specifications and estimates (PS&E) on the $65 million SR-210/I-215 interchange connector project in San Bernardino and the $50 million I-15/La Mesa Road/Nisqualli Road interchange in Victorville, two $16 million interchanges in the lower desert and the $8 million SR-60/Nason Street interchange in Moreno Valley. All of these projects involved scope items similar to what is required for the SR-60/Theodore Street Interchange Improvements Project, including ramps, structures, auxiliary lanes and local streets, as well as significant interface with, and approval by, Caltrans District 8.

LSA Associates, Inc. | *Environmental*

LSA Associates, Inc. (LSA) is a diversified environmental, transportation, and community planning firm that evolved from a small consulting firm formed by Larry Seeman in 1976, then called Larry Seeman Associates. LSA is a leader in the fields of environmental science, planning, and design. During its 37 years in the environmental consulting field, LSA has managed a large volume of Caltrans/FHWA projects in California and has completed these services for both public-sector clients and development interests. This experience has fostered an excellent understanding of Caltrans and FHWA project development procedures and environmental review requirements. This has also resulted in the development of outstanding professional working relationships with all levels of Caltrans and FHWA personnel. LSA has prepared environmental documents (EIR/EISs,IS/EAs, CE/CEs), various environmental technical reports, feasibility studies, support for Project Study Reports, Project Reports, Project Approval Reports, and/or general project management activities for State highway projects in every Caltrans District in California.

Overland, Pacific & Cutler, Inc. | *Right-of-Way*

Overland, Pacific & Cutler, Inc. (OPC) was established in 1980 and specializes in providing clients right-of-way program management for transportation projects. OPC provides all disciplines associated with the acquisition of land and right-of-way, as well as expert relocation assistance and related services. OPC has provided right-of-way services on numerous City of Moreno Valley projects and Caltrans District 8 Projects, providing an excellent understanding of local opportunities and constraints.

Leighton Consulting, Inc. | *Geotechnical*

Leighton Consulting, Inc. (Leighton), a California corporation, has been providing geotechnical, environmental and hazardous material testing services for over 51 years. Their client base of state, regional and local agencies includes Caltrans, RCTD, RCTC, RCFC&WCD, and City of Moreno Valley. Leighton's local Temecula office will be providing the required geotechnical services for this project. Leighton's Temecula office has been providing geotechnical engineering and geologic services for southwestern Riverside County for almost 30 years and currently provides on-call geotechnical services for the City of Moreno Valley. Leighton's familiarity with local geologic conditions and applicable City and State standards will be beneficial for efficient and cost effective planning and design.

Their local experience includes numerous projects in Moreno Valley including pavement evaluation and and design for the interim widening of the on- and off-ramps for this Theodore Street Interchange, GDR and QA testing for the widening of SR-60 between Theodore Street and Redlands Boulevard (including an ADL survey), GDR and QA testing for Heacock Bridge Widening pavement design and testing for Nason Street that included a single- span cast-in-place bridge over the RCFC Line F Channel, and other street improvements for local streets such as Lassalle,

Cactus, Eucalyptus, and others. Leighton is currently providing engineering support and QA testing for the SR-60 / Nason Street Interchange project all located within Caltrans ROW.

Leighton's local experience includes various types of transportation projects such as bridges, interchanges, and local streets. They are experienced in performing pile foundation analyses, shallow foundation analyses, slope stability analyses, retaining structures analyses, site response analyses, and liquefaction potential assessment. Leighton has provided Caltrans standard Foundation Report (FR) or Geotechnical Design Reports (GDR), Initial Site Assessment (ISA) and Aerially Deposited Lead (ADL) Surveys for numerous projects in Southern California.

Arellano Associates | *Public Outreach*

Established in 1994, Arellano Associates (AA) is a specialized public outreach and communications firm focusing on public infrastructure, transportation and urban planning programs throughout Southern California. Their team of professionals provides comprehensive communications and planning services for the full spectrum of public projects from planning to construction or implementation. AA also offers specialized professional services geared toward Latino and Spanish speaking communities. AA is a limited liability corporation and a certified Small Business-owned (SBE), Minority-owned (MBE), Woman-owned (WBE) and Disadvantaged Business Enterprise (DBE). AA operates out of a single office in the City of Chino Hills and is comprised of a team of 20 staff members. AA conducts early research of key issues within the communities it serves to gain an understanding of the public's awareness and interest in the project. AA then develops a customized strategy in consultation with the lead agency and the prime consultant for the most effective public outreach program possible. The public outreach program must support the overall technical program/process, particularly at key milestones. The overall outreach goals are to ensure that the public understands the project, how it affects them, and how to obtain more information or provide feedback.

Utility Specialists | *Utilities*

Established in 1976, Utility Specialists provides natural gas, electric, telephone and cable television system design and extension negotiation services. The firm has managed projects throughout California, Arizona, Nevada and Colorado. Utility Specialists has supported both private and public entities and managed a wide range of projects including highway expansion, high rises, commercial, residential, port/harbor, and bridges.

Utility Specialists are staffed by project managers with extensive dry utility experience. The support staff consists of highly skilled design and technical personnel. Utility Specialists has computer-aided natural gas, electric, telephone, and cable television design capability, as well as computerized project status monitoring. This firm was the first to offer dry utility construction coordination to ensure efficient facility installation and energizing once the design phase is completed.

Team Organization

The RBF Project Team is looking forward to committing its personnel and resources to the City of Moreno Valley for this very important project. As illustrated in the **Organization Chart** below, the RBF Team is led by **Mr. Tim Haile, PE**, a known expert within the Inland Empire for successful delivery of PA/ED on complex projects in Caltrans District 8. Mr. Haile is supported by individual Environmental and Engineering Leads, as well as a variety of technical experts with local knowledge and established Caltrans District 8 relationships.

Tim Haile hand selected the project team relative to the team's previous experience on the SR-60/Theodore Street interchange and surrounding development. LSA, PB, Leighton, and Utility Specialists are currently supporting the proposed development, World Logistics Center, adjacent to the interchange. Based on this experience, our team has significant background and understanding of the environmental, traffic, geotechnical, and existing utility impacts relative to the interchange. Our team is ready to hit the ground running and begin delivering PA/ED and PS&E to the City.

Figure 1 - Organizational Chart

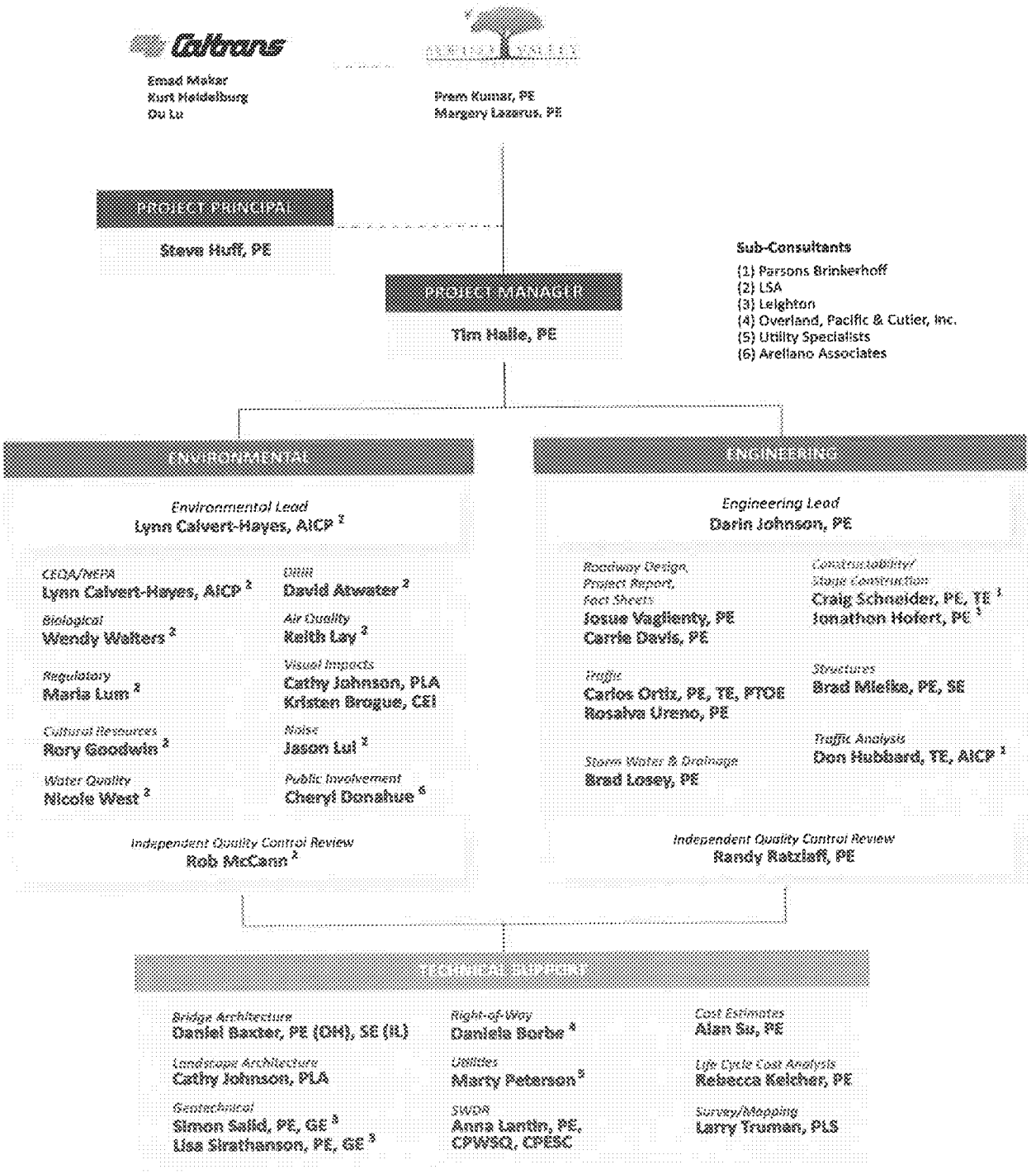

RBF has nearly 400 local engineers and planners, as well as 3,000 in-house technical and professional staff nationwide who are available to support the City of Moreno Valley and the Project Team on any part of this project, should the need arise.

Key Personnel

Tim Haile, PE | *Project Manager*

The RBF Team will be led by Mr. Tim Haile, PE, a known expert within the Inland Empire for successful delivery of Project Reports, Environmental Documents, and Final PS&E on complex projects in Caltrans District 8. Mr. Haile has 15 years of experience with public works and transportation projects. He is an expert in Caltrans design policies, procedures and standards that apply to transportation projects.

He has been managing and assisting with large multi-discipline projects, such as the SR-60/Theodore Street Interchange PS&E, State Route 91 Corridor Improvement Project, Mid County Parkway, I-10/Jefferson Street PA/ED and PS&E, and I-15 HOT Lanes PSR. Mr. Haile has extensive knowledge of the Inland Empire and Riverside County.

Mr. Haile brings a unique combination of project management expertise, technical skills, and unparalleled agency relationships to the City of Moreno Valley for the SR-60/Theodore Street Interchange Improvements Project. As Project Manager, Mr. Haile takes ownership of each of his projects and is known to "roll up his sleeves," becoming closely familiar with every project detail.

Mr. Haile is local to Riverside County and has a long standing relationship with Caltrans District 8, specifically with management, environmental, and design staff. Over the last 15 years and since working together at Caltrans District 7, Mr. Haile has maintained a strong relationship with Mr. Anthony Ng, Headquarters Reviewer and FHWA Liaison at Caltrans District 8. He has also worked closely with Mr. Tay Dam, FHWA Field Engineer, on multiple projects. Mr. Dam frequently compliments Mr. Haile on *"his unique patience for the project development process, as well as his ability to successfully deliver projects that are rooted in complex issues"*.

In addition to the aforementioned strengths, Mr. Haile has worked closely with Caltrans NEPA delegation, Mr. James Shankel, and Senior Environmental Planner, Mr. Kurt Heidelberg. Mr. Haile's agency relations, collaborative communication skills, and proactive approach to evaluating the combined environmental and engineering design aspects result in his ability to streamline numerous projects through the Caltrans development review and approval process.

Mr. Haile is an expert in the complete planning and environmental review process. He has an appreciation for, and keen understanding of, their interrelationships with the engineering components of a project. To this end, Mr. Haile has managed multi-disciplined project teams, including oversight of environmental, highway, drainage, structures, traffic, and water quality aspects.

Mr. Haile has participated in project development review and approval on multiple projects and fully understands how to navigate the process to effectively deliver the SR-60/Theodore Street Interchange Improvements Project. His recognized leadership, ability to collaboratively develop context-sensitive design solutions, and build consensus with multiple stakeholders around complex project challenges will prove valuable to the City of Moreno Valley and Caltrans for delivery of this interchange improvement project on-time.

Mr. Haile is currently leading RBF's efforts on the SR-60/Theodore Street PSR-PDS. He also was the record of engineer for the interim improvements at the Theodore Street Interchange for the existing Skechers Logistics Facility. He is extremely familiar with all components of the Theodore Street Interchange and surrounding developments.

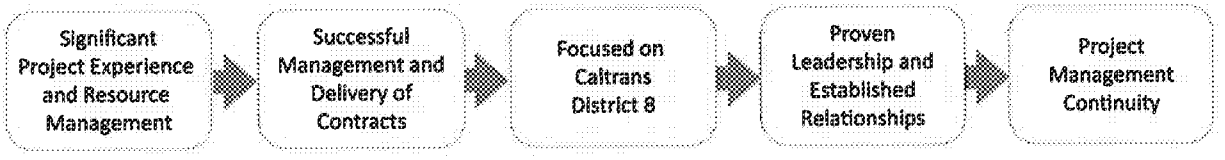

Lynn Calvert-Hayes, AICP | *Environmental Lead*

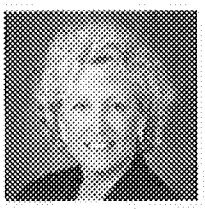

Ms. Lynn Calvert-Hayes brings 27 years of experience in land use planning, public agency cases, comprehensive environmental analysis (CEQA and NEPA), geology, soils, and seismicity analysis, surface mining and reclamation plans, public agency case processing, preparation of environmental documents on transportation projects, residential and commercial specific plans, materials recovery facilities (MRF), surface mining permits, mitigation monitoring programs, and other specialized planning documents.

Abbreviated Relevant Project Experience:

- Greenspot Road Realignment and Bridge over the Santa Ana River IS/MND and CE **(Highland, CA)**
- Boulder Avenue Bridge Replacement and Roadway Improvements IS/MND and CE **(Highland, CA)**
- Fifth Street Bridge and Roadway Improvements Environmental Documentation **(Highland, CA)**
- I-10 Widening Between Orange Street and Ford Avenue IS/MND and EA **(Redlands and SANBAG, CA)**

Ms. Calvert-Hayes has provided CEQA/NEPA documentation for five interchange projects, 26 transportation projects, and 21 projects in Riverside County. She is currently the Managing Principal of LSA's Riverside Office, less than a 20 minute drive to the Project Site.

Ms. Calvert-Hayes's professional history includes experience as a Project Manager at Chambers Group; Environmental Planner/Project Manager for J.F. Davidson Associates in Riverside, California; a Planner with the City of Banning, California; and an Environmental Technician with the County of San Bernardino, California. Ms. Calvert-Hayes has also taught Geology for the Redlands Unified School District gifted student program and is a guest lecturer on CEQA at the University of California, Riverside.

Darin Johnson, PE | *Engineering Lead*

Mr. Darin Johnson has extensive experience in managing and coordinating a wide variety of projects on state freeway and local arterial highway systems, as well as identifying and resolving local, federal and Caltrans issues. This background provides him with an understanding of which key features should be addressed in the PR phase to provide sufficient design detail to environmentally clear the Project and also provide a solid basis for the subsequent PS&E phase.

Abbreviated Relevant Project Experience:

- Interstate 10/Jefferson Street Interchange Improvements **(Indio, CA)**
- Interstate 15/State Route 79 South Interchange **(Temecula, CA)**
- Interstate 710/Firestone Boulevard Interchange Phase II **(South Gate, CA)**
- Interstate 5 Avenida Vista Hermosa Interchange **(San Clemente, CA)**

Mr. Johnson brings 29 years of experience, including 14 with RBF, focused exclusively in the transportation arena with emphasis on state highway improvements under Caltrans jurisdiction. He is particularly well qualified to serve as the Engineering Lead having served in a leadership role on numerous projects with local agencies and Caltrans Districts 5, 6, 7, 8, 10 and 12. This has provided him a wealth of knowledge of the Caltrans project development process.

Steve Huff, PE | *Project Principal*

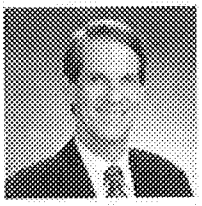

Mr. Huff has extensive expertise is in overseeing multi-discipline, multi-agency teams on complex projects requiring active and strong leadership. Mr. Huff has spent his entire 29-year career with RBF where he has established relationships and built trust with the transportation professionals under his direct management as the leader of RBF's Southern California transportation practice. Complementary to his ability to assist Project Managers in maneuvering through issue resolution, staffing and scheduling matters that may arise, he has demonstrated leadership consistency through managing the delivery of numerous high profile projects throughout Southern California. This experience has included the design of major highway improvement projects and the management of complex interstate freeway projects which have totaled over $1 billion dollars in construction costs.

Abbreviated Relevant Project Experience:

- Interstate 10/Jefferson Street Interchange Improvements **(Indio, CA)**
- Interstate 10 / Ramon Road Interchange Improvements **(Riverside County, CA)**
- SR-91 Corridor Improvement Project **(Corona, CA)**
- SR- 91 WB Widening Final PS&E from I-5 to SR-57 **(Orange County, CA)**
- SR-57 Widening Final PS&E from Orangethorpe Ave to Yorba Linda Blvd **(Orange County, CA)**

Brad Mielke, PE | *Structures*

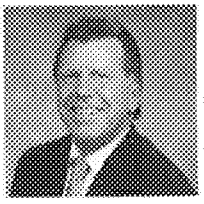

Mr. Mielke is RBF's Chief Structural Engineer and has 33 years of experience. He is responsible for design and management of civil and structural engineering projects related to bridges, drainage facilities, and earth retaining structures. His bridge design experience includes new steel and concrete bridges, widening, evaluations, and seismic retrofit design of existing bridges using AASHTO and Caltrans standards. Mr. Mielke has excellent relationships and history of work with Caltrans on projects involving approval of Advance Planning Studies, Type Selection Reports and final PS&E. One such project includes the recently completed SR-91 Westbound PS&E Widening, which involved widening six (6) bridges using newly-adopted Caltrans 2010 Standard Plans, Specifications and the LRFD Design Method.

Abbreviated Relevant Project Experience:

- Interstate 10/Jefferson Street Interchange Improvements **(Indio, CA)**
- SR-91 Corridor Improvements, APS **(Riverside & Orange County, CA)**
- Interstate 405/State Route 55 Transitway **(Orange County, CA)**

Don Hubbard, TE, AICP | *Traffic Analysis*

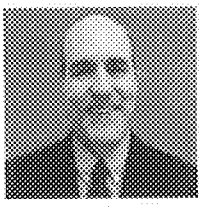

Mr. Don Hubbard will provide Traffic Analysis expertise. Mr. Hubbard is a Senior Planning Manager with 33 years of experience in travel demand forecasting and transportation planning. Mr. Hubbard is a rare combination of "big picture" regional planner and detail-oriented traffic engineer. He specializes in improving the performance of traffic models to analyze real-world problems and develop innovative techniques for modeling smart growth and tolled facilities.

Abbreviated Relevant Project Experience:

- Highland Fairview Industrial Park Environmental Impact Report/Specific Plan **(Moreno Valley, CA)**
- Traffic and Revenue Study for the U.S. 101 Corridor **(Marin County, CA)**
- Congestion Pricing Operating Plan, **(Los Angeles, CA)**
- MTC HOT Lanes Feasibility Study **(Bay Area, CA)**

Relevant Experience

To demonstrate the RBF Team's expertise, we have provided three detailed projects, followed by a table of additional relevant projects. These projects highlight the RBF Team's experience with interchange improvement projects, preliminary engineering and environmental documentation, public involvement and multi-agency coordination, as well as our proven accelerated delivery approach, extensive experience and familiarity with the SR-60/Theodore Street Interchange, and previous team collaboration.

Interstate 10 / Jefferson Street Interchange Improvements | *Indio, CA*

RBF was the prime consultant responsible for the preparation of a Modified Access Report, Project Report, Environmental Documentation, Geometric Approval Drawings, and Design Exceptions Fact Sheets, as well as the current project development phase of Plans, Specifications, and Estimates for improvements to the existing I-10 interchange at the Jefferson Street Overcrossing in the City of Indio. The Modified Access Report included the first safety analysis per FHWA requirements. The I-10/Jefferson Street interchange improvements included construction of a new modified diamond interchange with a new seven-lane overcrossing. The improvements also included bridge structure removal, intersection reconfigurations, traffic signal construction, and multi-staged construction phasing plans. The multiple plan types and discipline coordination include horizontal and vertical roadway geometry, grading, new bridge structure construction, on-site drainage, signing, striping, traffic signals, lighting, and stage construction.

References:

County of Riverside
3525 14th Street
Riverside, CA 92501
Mrs. Cindi Wachi
951/955-1863
cwachi@rctlma.org

RBF re-initiated the PA/ED phase of the project in spring 2011 and developed a unique approach to accelerate delivery of the PA/ED and PS&E within three years. The accelerated approach was developed in coordination with Caltrans staff and management. RBF is successfully executing this delivery of the project and maintaining the accelerated schedule. PA/ED was just approved on May 1, 2013 and 95% PS&E is being delivered to Caltrans on May 20, 2013. Our approach is proven and successful due to the outstanding relationships and partnerships with Caltrans District 8. It is a great example of collaboration and team work to accelerate delivery of infrastructure projects to the public.

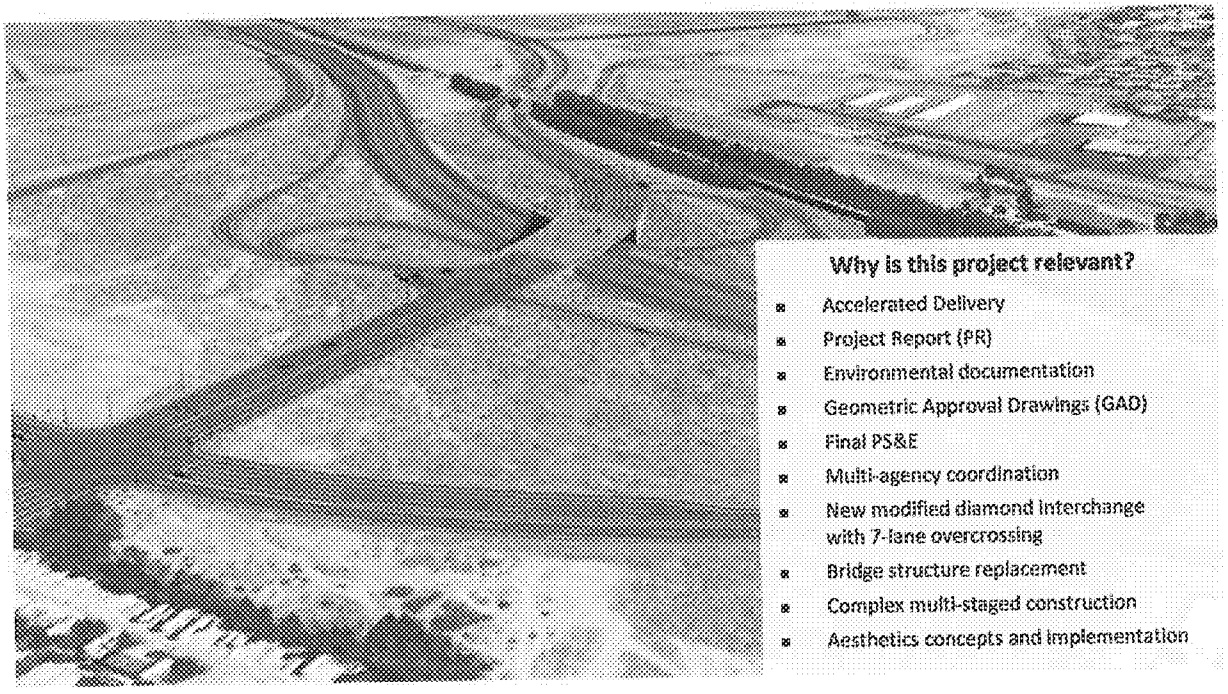

Why is this project relevant?

- Accelerated Delivery
- Project Report (PR)
- Environmental documentation
- Geometric Approval Drawings (GAD)
- Final PS&E
- Multi-agency coordination
- New modified diamond interchange with 7-lane overcrossing
- Bridge structure replacement
- Complex multi-staged construction
- Aesthetics concepts and implementation

State Route 60/Theodore Street Interchange PS&E | *Moreno Valley, CA*

Reference:

Highland Fairview Operating Company
14225 Corporate Way
Moreno Valley, CA 92553
Mr. Brian Hixson,
714/824-8023
bhixson@highlandfairview.com

RBF has extensive experience of the SR-60/Theodore Street Interchange. RBF's work began with supporting the development and planning of the existing Sketcher's logistics facility. RBF developed the site plan of the logistic facility to accommodate the ultimate improvements of the SR-60 freeway and Redlands Blvd, Theodore Street, and Gilman Springs Road interchanges. Additionally, RBF worked on the existing SR-60 / Theodore Street Interchange improvements which accommodated the anticipated truck-turning movements to and from the logistics warehouse project along the southerly side of the freeway. The improvements added a dedicated right turn lane on the eastbound off-ramp, increased the capacity of the interchange and overall operation of the intersection. In addition, the improvements addressed the trucks driving outside of the pavement by widening the curb returns and striping the lanes adequately. The westbound ramp termini intersections were also widened to accommodate for trucks exiting and entering from the ramps to southbound and northbound Theodore Street.

RBF was responsible for the preparation of the final Plans, Specifications, and Estimates (PS&E) and encroachment permit in Caltrans right-of-way to perform the work for the existing interchange improvements. RBF supported the project by preparing the supporting engineering reports, such as; the preliminary engineering evaluation report, fact sheets to exceptions to advisory and mandatory design standards, storm water pollution prevention plan, and transportation management plan. In addition, RBF prepared all necessary environmental documents for the projects, performed all supporting surveying and right-of-way for the project; such as design surveys and right-of-way maps. RBF also conducted lighting luminance analysis for both off and on-ramps to ensure that it met with Caltrans standards, as well as prepared exhibits of the lighting luminance analysis and voltage drop calculations for Caltrans approval.

RBF is currently preparing the Project Study Report – Project Development Support (PSR-PDS) for the SR-60/Theodore Street interchange improvement project. The purpose of the PSR-PDS per Appendix S of the Project Development Procedures Manual is to scope the requirements of the PA/ED phase. The purpose of the proposed project is to reconstruct and improve the interchange at SR-60 and Theodore Street in order to correct existing geometric deficiencies, increase capacity, and improve operations. The proposed improvements will reduce congestion at the interchange and provide adequate access for existing traffic volumes as well as forecasted increased traffic demands. RBF developed the proposed three build alternatives, cost estimate, Traffic Engineering Performance Assessment, Conceptual Cost Estimate – Right of Way Component, and supporting checklists and documentation. RBF also prepared the Preliminary Environmental Analysis Report (PEAR), which scopes the environmental document for PA/ED.

Why is this project relevant?

- Planning of Ultimate Freeway and Interchange Configuration
- Developed PSR-PDS for Theodore St Interchange
- Scoped the PA/ED phase for Theodore St Interchange
- Plans, Specifications, and Estimates (PS&E)

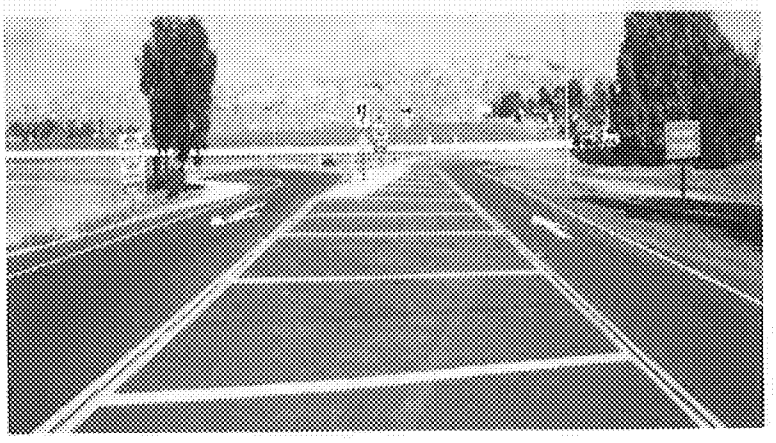

State Route 91 Corridor Improvement | *Riverside and Orange Counties, CA*

RBF was the lead civil engineering team for the western 7-mile segment, from SR-241 in Anaheim to Smith Street in Corona. RBF was responsible for alternative development; highway geometry; structure design of bridges, retaining walls; interchange design; and drainage design. Over 30 advance planning studies were prepared for this segment. RBF developed a system of collector-distributor roads, and braided ramps to alleviate substandard interchange spacing and weaving conditions along SR-91. RBF was also successful in coordinating with the US Army Corps of Engineers to develop a Santa Ana River Bank Protection project that would ultimately be compatible with SR-91. RBF coordinated with Caltrans District 8, Caltrans District 12, Riverside County, Orange County, OCTA, and City of Corona for improvements along this segment to be compatible with planned and future projects along SR-91.

Reference:

Riverside County Transportation Commission (RCTC)
4080 Lemon Street, Third Floor
Riverside, CA 92502-2208
Mr. Michael Biomquist, Toll Program Manager,
951/787-7141

This $1.2 billion project for the Riverside County Transportation Commission (RCTC), totaling 12 miles on SR-91 from SR-241 to Pierce Street and five miles along I-15 at the SR-91 interchange, is currently in the Design-Build phase. The improvements include extending the existing two tolled Express Lanes in the median of SR-91 to I-15. This is the first proposed use of managed toll lanes in Riverside County. The project includes major reconfiguration and reconstruction of all local interchanges along SR-91 in the City of Corona, including Auto Center Drive, Maple Street, Lincoln Avenue, Main Street and McKinley Street. **The proposed RBF Team for SR-60/Theodore Street Interchange Improvements includes the same firms that collaborated on the SR-91 Corridor Improvement Project, providing the City of Moreno Valley with established relationships within the Project Team (RBF, Parsons Brinckerhoff, Utility Specialists, Overland, Pacific & Cutler, Arellano Associates, and LSA).**

Why is this project relevant?

- Modified Access Report (MAR)
- Project Report (PR)
- Geometric Approval Drawings (GAD)
- 30 Bridge Advance Planning Studies (APS)
- Extensive Design Exception Reports
- Multi-agency coordination/consensus-building
- Complex geometric design involving collector-distributor roads and braided ramps
- Significant public outreach activities with local agencies City/Company

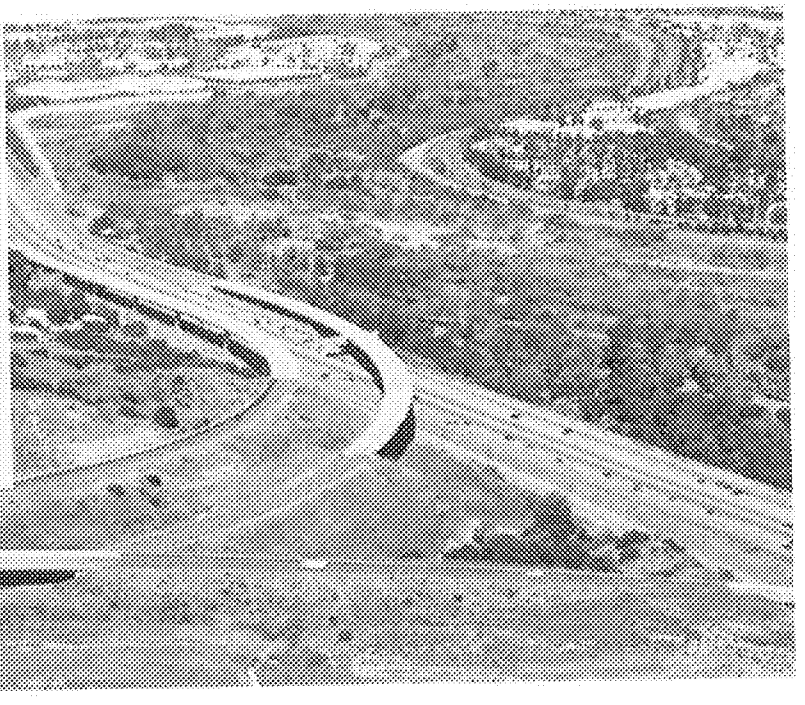

Table 1 - Relevant Project Experience

Project Name	Project Description	Project Highlights	Reference
State Route 60 [illegible] Interchange Improvements | Riverside County, CA	RBF served as the prime consultant for the preparation of the Project Report and Environmental Document for the [illegible] project on the [illegible] in Riverside County. The project consisted of [illegible] improvements at the [illegible] Interchange. The project took place in [illegible] County, California. Since this project involved [illegible] of [illegible] Caltrans District's standards and is being administered by the County of Riverside Transportation Department.	• Widening of [illegible] • Widening of [illegible] Truck Interchange [illegible] • Widening of [illegible] Canyon Road	Fuscoe Engineering 2151 Michelson Drive Suite 250 Irvine, CA 92612 Mr. Brian Woods, Vice President of Land Development 949-746-6714 Ext 204
State Route 55 Northbound Widening Project (PM 10.50 - Northbound from 0.5 to 5.9-5.5) | Orange County, CA 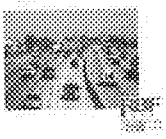	RBF is the prime consultant for the full option, 55-65 widening project for Orange County's State Route 55 (SR-55) between Santa Ana and Tustin. The project will add two new lanes and improve safety and operations along the SR-55 corridor. The project includes widening of State College Boulevard, Pacific Coast and Dyer Roads, Raymond Avenue, Sunset Street and Sycamore Street, and additional ramp improvements and widening of Main Street. Approximately 6 [illegible] acres of [illegible] are required for six locations. RBF identified an SR-55 [illegible] corridor shows approximately 6 [illegible] acres of [illegible] and [illegible] right-of-way from 55 residences to widen the corridor beyond. Further [illegible] during the PSR-PDT phase by RBF found that the auxiliary lane could be removed, with a modified change to freeway operation due to the lane [illegible] ramp to Santa [illegible]. As well as the right-of-way impact of the 55 residences, [illegible] relocation of a 12 kV Southern California Edison line.	• Widening of SR-55 Mainline and Six Auxiliary Lane Improvements Along SR-55 Mainline • Widening of Six Bridge Structures • 3.5 Miles of Widening Sound Walls • Special Soil Structure Interface • Noise Barrier Installation • Intelligent Transportation Systems • Regulatory Permitting (401, 404, and 1602)	Orange County Transportation Authority 600 South Main Street Orange, CA 92868 Mr. Pradeep Gudavalli, 714/560-5668 pgudavalli@octa.net
I-215/I-215 Interchange Improvements | San Bernardino County, CA	LSA provided the environmental documents for the I-215/I-215 Interchange Improvements, a project sponsored by San Bernardino Associated Governments. The project expanded an Initial Study and Finding for a Mitigated Negative Declaration (IS/MND) for CEQA compliance and for NEPA compliance, an Environmental Assessment (EA) leading to a Finding of No Significant Impact (FONSI), in the course of completing the transportation improvements. LSA prepared the following technical studies: • Visual Impact Analysis • Community Impact Analysis • Noise Study • Air Quality Study • Water Quality Assessment Report • Floodplain Study Report • Historical Environmental Study, including section 4(f) and Phase 1 archaeological [illegible] • Section 4(f) Evaluation • Right of Way Relocation Impact Report • Archaeological Survey • Architectural Survey Report • Paleontological Survey Report	• Interchange Improvements • Environmental Documents • CEQA and NEPA Compliance	Vandermost Consulting Service, Inc. 30500 Rancho Viejo Street Suite 100 San Juan Capistrano, CA 92675 Mr. John Vandermost, President (SANBAG) 909/889-2700 jvanderwost@vcsenvironmental.com
World Logistics Center Specific Plan EIR | Moreno Valley, CA	LSA is preparing the EIR for the World Logistics Center (WLC) project located on 3,910 acres south of State Route 60 (SR-60), west of Redlands Boulevard, West of Gilman Springs Road and north of the San Jacinto Wildlife Area. The project proposes a maximum of 40.4 million square feet of "high-cube logistics" warehouse distribution facilities (WLC Logistics Development) (1a) and 350,000 square feet (approximately 0.3%) of warehousing-related uses classified as "Light Logistics" (1t) on 2,710 acres (2,200,350-2,000,350 SF/Plan). A new Specific Plan and for adoption of the proposed development of the WLC for the 2,710 acres that will be governed by the Specific Plan. A separate zoning amendment will also be processed and adopted for approx. 1,504 acres for open space and public facilities uses and to incorporate the Specific Plan into the City's Zoning Map. The project also includes [illegible] acres of land within the Gilman Springs area. The project is highly controversial because of its size and challenges involved in providing an accurate description of the document in track and [illegible] Plan as [illegible] involving: [illegible] the increase and traffic related noise and air quality concerns including diesel. In addition the project is located adjacent to the San Jacinto Wildlife Area and there are concerns on the effects of the project on foraging habitat for birds and water quality from project runoff. Challenges also included working with and organizing the technical analysis of nine separate consultants. The Draft EIR has been released for public comment and LSA is currently preparing the Response to Comments document.	• Local to the SR-60/Theodore Street Interchange Improvements Project Site • Environmental Documentation	Highland Fairview Operating Company 3070 Bristol Street, Suite 300 Costa Mesa, California 92626 Mr. Wayne Peterson, 714/824-2033 wpeterson@highlandfairview.com

State Route 60/Nason Street Interchange	The City of Moreno Valley contracted with Parsons Brinckerhoff to prepare a new Caltrans PSR/PR and PSSR for improvements to the SR 60/Nason Street interchange. The project includes reconstruction and realignment of all four freeway ramps, introduction of auxiliary lanes on the eastern half of the project, reconstruction of street improvements on Nason Street from the avenue to Cedar Avenue, acquisition of approximately 20 acres of right-of-way, relocation of one telecommunications tower, relocation of one telephone and cable television pole on the east side of Nason Street, relocation of CMP culvert crossing and road widening, relocation and replacement of one drainage station and installation, signal and wire engineering, landscape restoration and revegetation.	• Environmental Improvements • Established Caltrans Relationship • Auxiliary Lanes	City of Moreno Valley 14177 Frederick Street Moreno Valley, CA 92553 Ms. Margery Tazarac, PE, Senior Engineer 951/413-3133 margery@moreno.org
State Route 60/Moreno Beach Interchange	Parsons Brinckerhoff provided preliminary engineering services for 33 months. The project will construct eastbound on/off ramps, westbound on/off ramps, and road improvements on Moreno Beach Drive (SR 60) and include the replacement of the existing 3-lane bridge with a 6-lane bridge crossing State Route 60. In addition, the project includes construction of approximately 1,500 feet of storm drain improvements along Ironwood Avenue in the vicinity of Moreno Beach Drive. The project will relocate a telephone pole, widen Ironwood Avenue, and replace the existing bridge over State Route 60.	• On- and off-ramps • Road Improvements • Land Acquisition	City of Moreno Valley 14177 Frederick Street Moreno Valley, CA 92553 Ms. Margery Tazarac, PE, Senior Engineer 951/413-3133 margery@moreno.org
I-10/Sunset Avenue Grade Separation	Geotechnical consultant and environmental review for the Sunset Avenue Grade Separation Project. The project and grade separation consisted of all four ramps, a full or partial cloverleaf interchange, and three sets of the westbound on/off ramps. Improvements to the existing roadway system, including Sunset Avenue (a 4-lane arterial) and Cedar Street (a 2-lane arterial), and Sunset Avenue and Cedar Street (a two-lane arterial) and Sunset Avenue and Cedar Street (a two-lane arterial).

2. The RBF Approach

The RBF Approach

The RBF team brings tremendous value to the City of Moreno Valley through our years of experience, design work, and knowledge of the local development surrounding the SR-60 at Theodore Street interchange. RBF's value extends beyond our experience of the Theodore Street interchange. RBF brings to the City a proven accelerated project delivery approach reducing the typical project delivery process of five to seven years to three years. RBF's proven success with our accelerated approach has been demonstrated with Caltrans District 8 with the I-10 Jefferson Street interchange project. Our established relationship with Caltrans District 8, from staff, through project management, up to the Deputy District Directors, brings a partnership and collaboration leading to the ability to build and maintain project momentum. Our experience combined with our proven accelerated approach and established relationships with Caltrans District 8 is the perfect combination to deliver and meet the expectations of the City.

RBF is extremely familiar with the SR-60/Theodore Street interchange. Our involvement began with the development of the now existing Sketchers logistics facility. RBF developed the ultimate corridor configuration along the SR-60 in coordination with Caltrans District 8. This was a planning effort to accommodate the ultimate freeway facility and interchange configuration at SR-60/Theodore Street interchange for the site development of the Sketcher's facility. Tim Haile, our Project Manager, was the project manager and engineer record for the interim improvements to accommodate the additional truck traffic at the Theodore Street interchange due to the Sketcher's facility. RBF led the planning efforts of the approved Moreno Highland's Specific Plan, which led to the to the initiation of Project Study Reports for the SR-60 at Redlands Boulevard, Theodore Street, and Gilman Springs Road. RBF developed the Project Initiation Proposals and coordinated with Caltrans District 8 to establish the expenditure authorizations and project numbers for Caltrans staff and begin the Project Initiation Document phase or K-phase. RBF participated and led several Project Development Team (PDT) meetings with Caltrans. Our effort included development of three alternatives at the SR-60 at Redlands Blvd, Theodore St, and Gilman Springs Road interchange based upon preliminary forecasting and traffic information from available data and traffic models.

Based on this experience and recent new guidance from Caltrans, RBF, led by Tim Haile, PE, is developing the Project Study Report - Project Development Support (PSR-PDS) and supporting documentation, such as the Preliminary Environmental Analysis Report (PEAR) for the SR-60/Theodore Street Interchange Improvements Project. RBF's approach to the K-Phase was to summarize our knowledge, experience, and previously developed interchange alternative concepts to develop the PSR-PDS effectively and efficiently with the City of Moreno Valley and Caltrans District 8. RBF has recently received comments on the PSR-PDS, including commendations of the accuracy and content relative to the new Project Development Procedures Manual, Appendix S guidelines. The purpose of the new guidance is to scope the next project development phase, Project Approval and Environmental Document (PA/ED). Based on our knowledge and preparation of the PSR-PDS, RBF is scoping the necessary requirements for PA/ED specifically for the SR-60/Theodore Street interchange.

The following are key elements for the PA/ED phase:

- Traffic forecasting and analysis
- Identification of build alternatives
- Partial or full closure of the interchange to facilitate construction
- ADA requirements
- Bridge architecture and aesthetics
- Historic Anco Ranch
- Coordination with surrounding development, such as the approved Moreno Highlands Specific Plan and recently circulated Environmental Impact Report (EIR) for World Logistics Center
- Right-of-Way Acquisition
- Utility Relocations

Through our involvement with the PSR-PDS and established relationship with District 8, RBF supported the initiation of the PA/ED phase with Caltrans District 8, by preparing, on behalf of the City, the cooperative agreement fact sheet that was submitted to Caltrans. This foresight will help accelerate the beginning of the PA/ED phase due to the approval process to execute the agreement. Based on our established relationships and partnership with Caltrans, they have strategically selected the same Caltrans team working on the I-10/Jefferson Street interchange. RBF will be pleased to have the opportunity to work again with Emad Makar as the designated

Caltrans Project Manager. Emad Makar is also the Caltrans Project Manager for the I-10/Jefferson Street interchange and the I-10 Corridor Manager. Emad has been instrumental, as well as other Caltrans staff such as Du Lu and Kurt Heidelberg, in supporting the accelerated approach relative to the I-10/Jefferson interchange. Based on his outstanding support, Emad was selected to be the Project Manager for the SR-60/Theodore interchange, which is atypical since he is normally assigned to projects along the I-10. Caltrans has also selected Du Lu, Branch Chief of Design Oversight, Branch "J", and Kurt Heidelberg, Senior Environmental Planner as well as other staff that supported the I-10/Jefferson Street interchange. Using the same team brings many benefits to the City, such as the RBF and Caltrans staff knows how to work together effectively and efficiently and understand the expectations from each other. Additionally, there is no learning curve to the RBF accelerated approach. Using the same Caltrans team allows the team to hit the ground running with Caltrans relative to our accelerated approach.

Figure 2 -- Accelerated Delivery Comparison

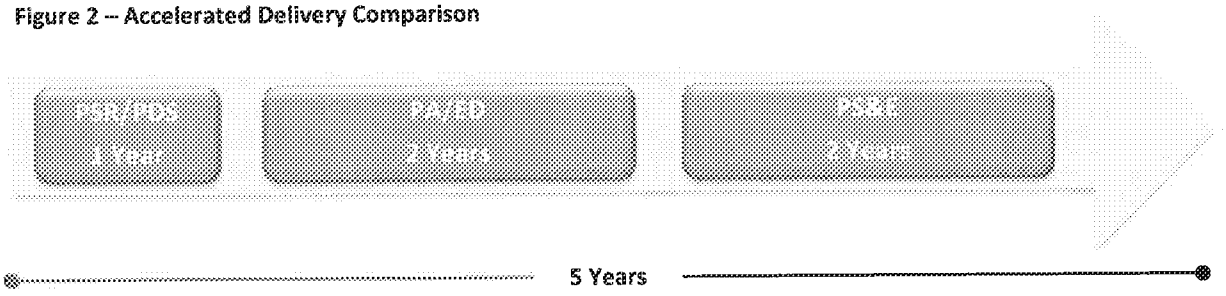

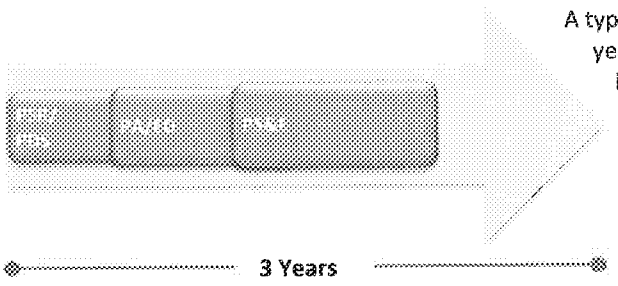

A typical project delivery process would take approximately 5 years. As shown in **Figure 2**, by overlapping phases and initiating at-risk design early in PA/ED phase allows for a net savings of approximately two years to the project schedule. The key milestones relative to PA/ED and PS&E are relative to circulation of the draft environmental document and final approved PA/ED. There are certain items of scope that are based on these two milestones associated with PA/ED. For example, 65% PS&E cannot be submitted to Caltrans for review until the draft environmental document is circulated to the public. Likewise, the 95% PS&E cannot be submitted to Caltrans until after final approvals of PA/ED. Based on this approach, we are successfully delivering both PA/ED and Plans, Specifications, and Estimate (PS&E) in less than 32 months for the I-10/Jefferson Street interchange project. The PA/ED phase was just recently approved on May 1, 2013, which was re-initiated in the spring of 2011. We are delivering 95% PS&E on May 20, 2013 to Caltrans consistent with the approach described above. PS&E is targeted to be approved in December 2013, which would be approximately 32 months for approval of both the PA/ED and PS&E phases for the I-10/Jefferson Street interchange. The accelerated approach involves substantial overlapping in both the PA/ED and PS&E phases. The accelerated approach is illustrated in **Exhibit 1**.

Based on our proven experience, RBF has identified key success factors specifically for the SR-60/Theodore interchange:

- Project Initiation
- Traffic forecasting and analysis
- Alternatives analysis
- Selection of locally preferred alternative
- Design mapping and surveys
- Categorical Exemption/Categorical Exclusion for geotechnical borings
- Utility coordination, services and relocation
- Right of way engineering, appraisals, and acquisitions

Project Initiation

Project initiation is a key success factor to the RBF approach. RBF will work closely with the City and Caltrans to identify specific goals, objectives, and critical issues. It is important that all parties and staff involved have an understanding of the approach, provide input, take ownership, and understand the importance of any critical risk items. As shown in **Figure 3**, RBF takes a four step approach to successfully obtaining "buy in" from the PDT, including the City, Caltrans Management, and Caltrans staff assigned to the project. This is the same approach used on the I-10/Jefferson project and built a solid foundation to initiate the accelerated approach. It also built tremendous synergy and momentum creating a partnership to successfully execute the aggressive accelerated schedule.

Figure 3 – RBF's Approach to Project Scoping

The first step is to schedule a project management meeting involving City, Caltrans, and RBF project management staff, including the following:

- Public Works Director
- City Engineer
- City Project Manager
- Caltrans Deputy District Director, Program Management
- Caltrans Deputy District Director, Design
- Caltrans Deputy District Director, Traffic Operations
- Caltrans Deputy District Director, Environmental
- Caltrans Project Manager
- Caltrans Senior Environmental Planner
- Caltrans Branch Chief, Design Oversight "J"
- RBF Project Manager
- RBF Environmental Manager
- RBF Engineering Manager

RBF will review the scope of the project and accelerated approach with the City and Caltrans management to describe how we will accelerate the delivery process, review critical risk items, and review the project schedule specifically for the SR-60/Theodore Street interchange project. It is extremely important to make sure that Caltrans management is aware of that an accelerated approach is being used on the SR-60/Theodore Street interchange, obtain their support, and communicate to all staff at the District.

The second step is preparing and reviewing the scoping and assumptions document with the PDT. A scoping meeting will be scheduled to review the project scope and assumptions relative to the SR-60/Theodore Street interchange. The meeting would be attended by PDT members involved with reviewing the deliverables at the City and Caltrans. The scope and assumptions relative to each deliverable will be discussed and documented in a matrix. The development of the matrix is intended to develop an understanding and expectation between the reviewer and the preparer of the deliverable. This understanding develops a partnership, avoids multiple reviews, and expedites approvals to facilitate the accelerated delivery.

SR-60 at Theodore Street Interchange

Accelerated Project Delivery Schedule

Exhibit 1

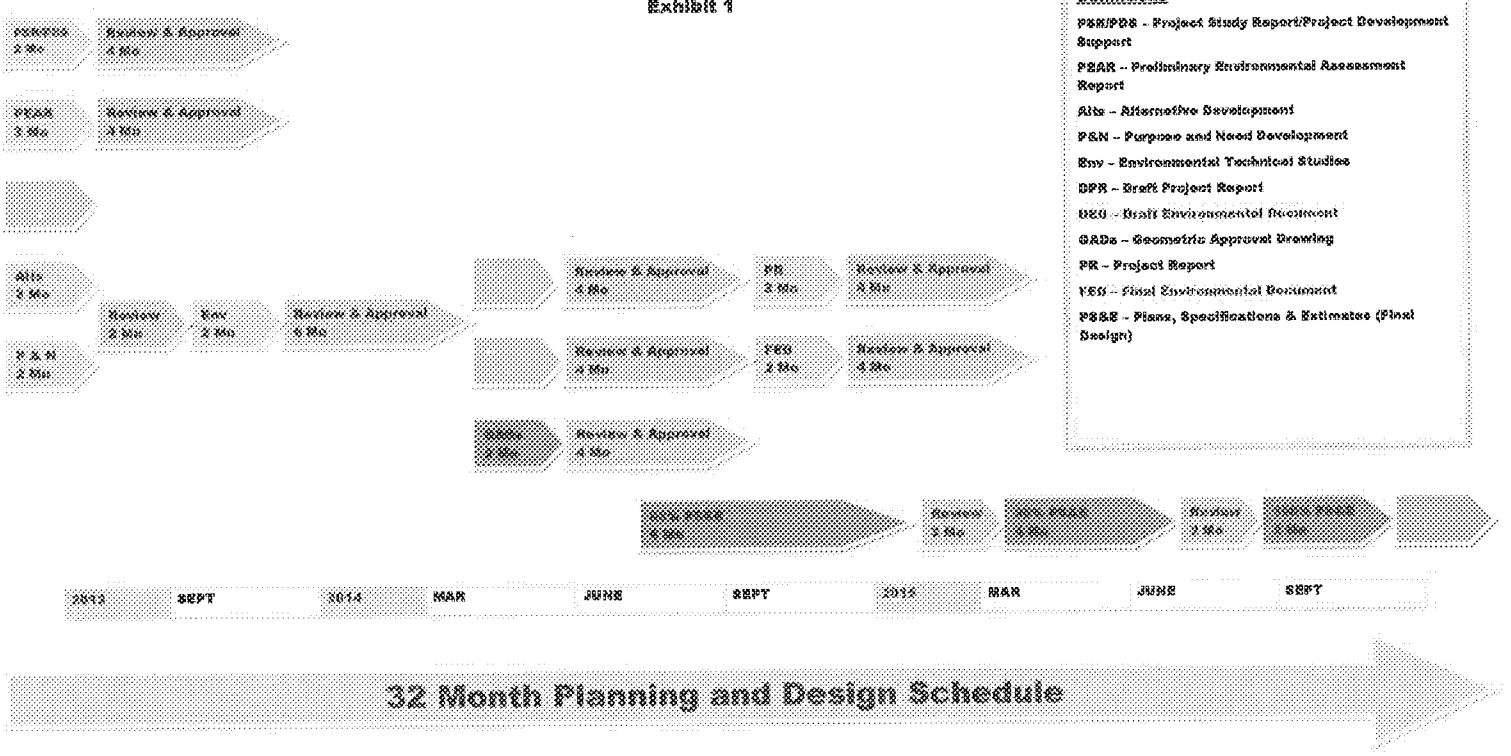

Definitions

PSR/PDS - Project Study Report/Project Development Support

PSSR -- Preliminary Environmental Assessment Report

Alts -- Alternative Development

P&N -- Purpose and Need Development

Env - Environmental Technical Studies

DPR -- Draft Project Report

DEC - Draft Environmental Document

GADs -- Geometric Approval Drawing

PR -- Project Report

FES -- Final Environmental Document

PS&E - Plans, Specifications & Estimates (Final Design)

The third step is to schedule a meeting to review the project schedule with the all staff assigned or working on the project. RBF is known throughout Caltrans District 8 for an outstanding Level 7 and 8 Work Breakdown Structure (WBS) project schedule. A detailed schedule is an important tool to manage the start and end of all deliverables and activities for the project, monitor critical path, and track critical links of the accelerated approach. It is important to review the schedule with all staff to obtain "buy in". For example, on I-10/Jefferson, County, City and Caltrans staff agreed upon a thirty working day first review and twenty day subsequent reviews to help accelerate the schedule. Additionally, it is important for everyone to review the logical sequence of work in the schedule to be consistent with the scoping and assumptions document. As shown in Section 5 of our proposal, RBF has developed a schedule for PA/ED and PS&E illustrating the accelerated delivery of the project in approximately 32 months for PA/ED and PS&E approval.

The fourth step is to assess and identify project specific risks relative to SR-60/Theodore Street Interchange. As part of the PSR-PDS, RBF developed a risk register that identified potential project risks. The following were the risks identified for the project:

- Right of way acquisition
- Non-standard slopes
- Delay of selecting locally preferred alternative
- Lack of project funding
- Utility relocation
- Aesthetics plan

While probability and impact varies with each one, these risks require close attention through the PA/ED phase. RBF will schedule a risk workshop with the PDT to identify additional risk, update and further refine the risk register. Project risks will be discussed at each monthly PDT meeting and updated on a quarterly basis throughout PA/ED and PS&E.

Project initiation is the important foundation for the successful development and delivery of the accelerated approach. Project initiation establishes relationships, begins collaboration, and develops a partnership with one goal, to deliver the SR-60/Theodore Street interchange improvements within 32 months.

RBF's approach to accelerated delivery is proven to be successful with continuous collaboration and partnerships among the project team.

Traffic Forecasting and Analysis

Once the project is initiated with the City and Caltrans, our team will begin to develop traffic forecast volumes to 2040 and prepare the traffic analysis. Our team is intimately involved with not only the SR-60/Theodore Street interchange, but also the existing and proposed surrounding development. Our team has been developing the traffic study for the proposed World Logistics Center (WLC) in support of the Environmental Impact Report. Based on our extensive experience, our team will develop a methodology memorandum based on the Traffic Engineering Performance Assessment developed in conjunction with the PSR-PDS. The traffic study would use our previous work on the WLC traffic impact assessment. This means that the modifications to the RIVTAM model (TAZs, other known projects, etc.), the post-processing spreadsheets, the Synchro files for the study intersections, etc. are already set up and our staff that created them can start work without any delay or cost for start-up and familiarization. *In addition, in anticipation of this work we recently performed new traffic counts at the study intersections to avoid the possibility that this essential first step might be delayed by the local school district's summer vacation, which would in turn delay all subsequent tasks in the study.*

Our approach will be to use RIVTAM to generate raw traffic volumes for each scenario, then perform the usual post-processing methodologies (difference method, Furness adjustments, etc.) to convert the raw volumes into forecast volumes. We will then perform a VISSIM analysis of traffic flows along SR-60 in both directions from the Gilman Springs Road Interchange to the Moreno Beach Drive Interchange, including weaving analysis, for the existing and three build alternative configurations for the Theodore Street interchange as identified in the PSR-PDS. This analysis will focus on the level of service for both the mainline traffic and the traffic merging from on-ramps or diverging to off-ramps, including consideration of ramp metering. The section of Theodore Street from Fir (future Eucalyptus) Avenue to Ironwood Avenue and the section of Redlands Boulevard from Fir (Eucalyptus) Avenue to Ironwood Avenue will also be analyzed. These analyses will cover the AM and PM peak periods. The surface street analysis will focus on the LOS of the study intersections, and issues regarding queuing and storage space for turning movements.

One difference between this study and the WLC traffic study is the need to analyze the interchange assuming full build-out of the Moreno Highlands Specific Plan (MHSP) which is the adopted plan at the time of this study. A second set of scenarios assuming build-out of the WLC will also be required, to ensure that the interchange design would work whether the City General Plan is revised based on the proposed WLC specific plan.

Alternative Analysis and Identification of Build Alternatives

The PSR-PDS considered three build alternatives, Alternative 2 (Modified Partial Cloverleaf Interchange), Alternative 3 (Spread Diamond), and Alternative 4 (Modified Spread Diamond). In conjunction with the traffic forecasting and analysis, our team will evaluate the three proposed build alternatives in the PSR-PDS. Based on the Caltrans Highway Design Manual, Sixth Edition post May 7, 2012 and forecast traffic volumes, our team will refine the three build alternatives to accommodate future growth surrounding the SR-60/Theodore street interchange. Based on the approved Moreno Highlands Specific Plan and the proposed WLC, the interchange will need to accommodate the future demand on the interchange. Specifically, the WLC would be potentially adding additional trucks to the interchange to and from the west. Based on the additional trucks, the build alternatives would be evaluated for truck operations and queues within the interchange. The traffic analysis and study for the WLC identifies queues extending south to Eucalyptus Avenue. Based on these queues from Theodore Street to WB SR-60, RBF would consider an additional build alternative, as shown in **Figure 4**, that would accommodate the queue and improve operations for the interchange. The re-alignment of Theodore Street as shown in **Figure 4** is due to the avoidance of the historical Anco Ranch in the northeast quadrant of the existing interchange as well as providing a continuous movement to the north connecting to Redlands Boulevard allowing for better access to I-10 from the Theodore Street interchange. Alternative 3 (Spread Diamond) and Alternative 4 (Modified Spread Diamond) would impact the historical Anco Ranch and result in additional environmental impacts compared to Alternative 2.

Figure 4 – Potential Additional Build Alternative

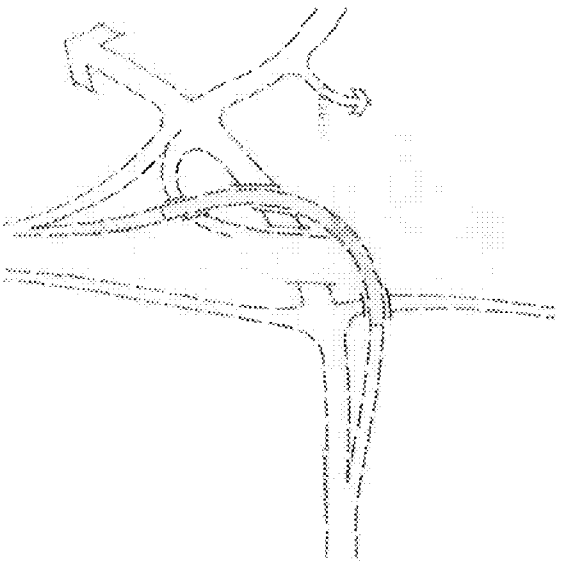

The existing Theodore Street is currently at an approximate 7% longitudinal grade. To meet standard vertical clearance based upon Caltrans standards, falsework and a wider Theodore Street OC, the bridge would require to be raised approximately 6 feet. The raising of Theodore Street OC would require reconstructing Theodore Street to match existing grade just south of Eucalyptus intersection. This profile will be challenging to achieve 4% grades for trucks at the ramp intersections. RBF would consider a profile along Theodore Street to go under the SR-60. Flatter grades at the intersection will be more achievable and provide for better truck operations within the interchange. The challenges associated with profiling under the SR-60 would be providing a structure under the SR-60, which would be evaluated as part of this alternative during the PA/ED phase.

Based on traffic forecast volumes; surrounding developments; avoidance of historical Anco Ranch; providing regional connectivity; and a preliminary analysis of impacts, RBF, in collaboration with the City and Caltrans, will identify two build alternatives, including a No-Build alternative, to carry forward through the PA/ED phase. Based on our knowledge of the project, previously developed PSR-PDS Alternative 2, as shown in **Exhibit 2**, will be the basis of our proposal at this time relative to PS&E.

Exhibit 2 - Alternative 2

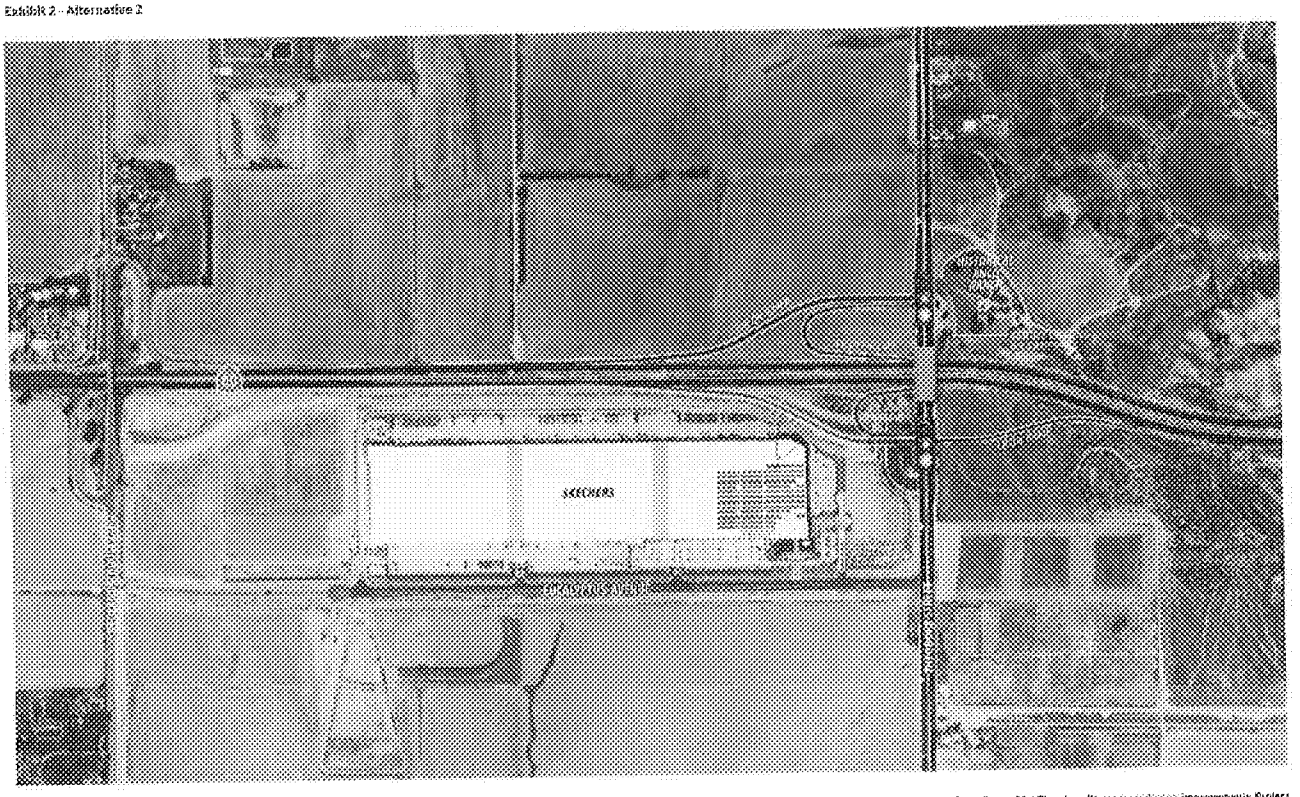

Proposed Traffic Signal

Santa Route 60 / Theodore Street Interchange Improvements Project

PSR-PDS Alternative 2

Proposal SR 60/Theodore Street Interchange Improvements 20

Selection of Locally Preferred Alternative

The most critical success factor to the accelerated approach is to select a locally preferred alternative (LPA). As shown in **Figure 5**, after completion of the traffic analysis and study, engineering analysis, and environmental analysis of the build alternatives, the PDT will meet to develop screening criteria for the basis of the selection of the LPA. RBF will develop a matrix comparing the build alternatives based upon the screening criteria and present to the PDT. The PDT will meet to discuss the evaluation and select a LPA.

Figure 5 – Selection of Locally Preferred Alternative

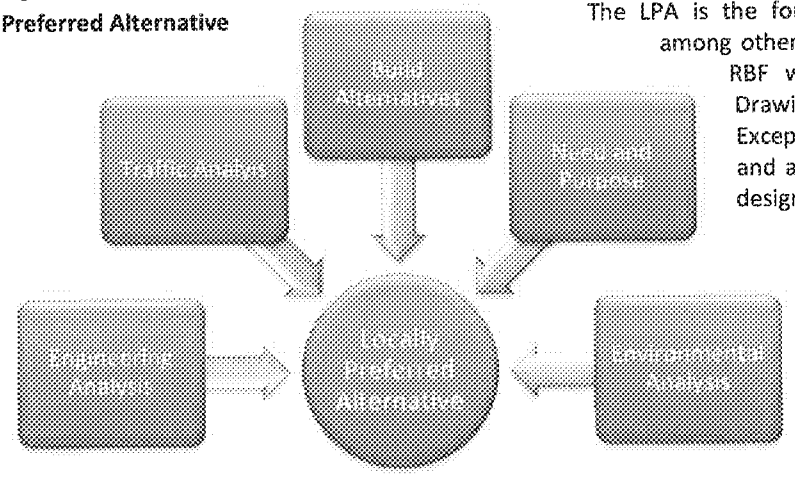

The LPA is the foundation for beginning at-risk design among other tasks. Based on selection of the LPA, RBF will develop the Geometric Approval Drawings (GADs) and Facts Sheets for Exceptions to Caltrans Standards for review and approval. The GADs will be based upon design level topographic mapping and survey. Similarl to I-10/Jefferson Street interchange, RBF will obtain approval from Caltrans to use the approved GAD as the 35% PS&E. Once the GAD is approved by Caltrans, the RBF team will begin preparation of 65% PS&E.

Interchange Closure during Construction

The existing SR-60/Theodore Street interchange serves primarily traffic to and from the existing Sketchers logistics facility and the landfill to the north. Based on discussions with the City, full closure of the interchange will be evaluated in coordination with Caltrans. Our team will prepare a ramp closure study in accordance with Caltrans' Community Impact Assessment guidelines during PA/ED. The purpose of the ramp closure study is to identify the potential impacts of complete closure of the existing Theodore Street interchange while a replacement is under construction, and to recommend measures to mitigate these impacts. The study area will be bounded by Ironwood Avenue to the north, Alessandro Boulevard in the south, Gilman Springs Road to the east, and Redlands Boulevard to the west. The primary issue will be how to re-route existing traffic (primarily Sketchers and landfill) to other SR-60 ramps with minimum disruption both to their operations and to other road users. Interim improvements may be required to accommodate the additional traffic at Redlands Boulevard and Gilman Springs Road interchanges.

The Ramp Closure Study will be prepared in conjunction with the traffic analysis and study. The potential interim improvements will need to be identified early in the process. Any impacts associated with the interim improvements during the full closure of the interchange will need to be included in the project footprint and environmental document. The RBF team will develop a conceptual stage construction exhibit identifying the geometrics relative to the interim improvements to be included in the Project Report and Environmental Document. The interim improvements will be in accordance with Caltrans Highway Design Manual, Sixth Edition post May 7, 2012. These improvements will be reviewed by traffic operations, constructability, safety, and district traffic management through focus meetings to obtain conceptual approval and then included in the 65% PS&E. This approach is an example of the RBF approach of collaboration early in the process which leads to minimizing comments on the PS&E.

Design Mapping and Surveys

The first step in obtaining mapping is to obtain right of entry, Caltrans encroachment permit, and a City encroachment permit to place any necessary aerial targets for design mapping. The design mapping and survey will be prepared in accordance with Caltrans standards and policies. Specifically, the ABC checklist required by Caltrans Survey to ensure the flight path, aerial targets and photos, and topographic mapping (planimetrics) are accurate for final design and meet Caltrans requirements. RBF's approach to the design mapping is to develop a flight path

to capture aerial photography to include mapping for the potential interim impacts at Redlands Boulevard and Gilman Springs Rd interchange as a result of the Ramp Closure Study. However, topographic mapping (planimetrics) will be prepared based upon the limits required for the Geometric Approval Drawing. This approach provides flexibility for PS&E. Once the interim improvements have been identified through the ramp closure study and conceptual stage construction exhibit in coordination with Caltrans staff, topographic mapping will be prepared from available flown aerial photography to be utilized during PS&E. This approach will save time and work within our accelerated delivery approach.

Bridge Architecture and Aesthetics

The City of Moreno Valley has prepared an SR-60 Corridor Master Plan for Aesthetics, which includes the SR-60/Theodore Street interchange. RBF's approach to developing landscaping and aesthetics for any interchange project is to establish a project specific Aesthetics Committee. The Aesthetics Committee would consist of representation from the City and Caltrans. RBF will schedule three workshops with the Aesthetics Committee to develop the aesthetics for the SR-60/Theodore Street interchange. The first workshop would discuss the implementation of the SR-60 Corridor Master Plan, develop understanding of where aesthetic treatments can be applied, and gather any input from committee. The second workshop will discuss materials and focus on specific aesthetic treatments for special structural components, and document understanding of final concept and implementation of aesthetics plan. RBF developed artist sketches, as shown in **Figure 6**, for several components of the aesthetics to help illustrate the overall concept to the aesthetics committee. The third workshop shall present final concepts to committee to obtain approval. Once the concepts are approved, details are prepared and incorporated into the 65% PS&E. This approach was proven successful on the I-10/Jefferson Street interchange. The aesthetics for I-10/Jefferson Street interchange, as shown in **Figure 6**, was approved by all stakeholders in three aesthetic workshops in approximately six months. This approach obtains input from specific individuals that represent all parties avoiding input from several groups and committees. It is critical to take a structured approach to avoid impact to the overall schedule when using the accelerated delivery approach.

Additionally, based upon discussions with the City, the Theodore Street overcrossing will be designed with special aesthetics, such as a spire. As shown on the cover of the proposal and **Figure 7**, RBF has developed examples of the spire aesthetics for the Theodore Street OC. RBF, in coordination with the City and the Aesthetics Committee, will continue to evaluate bridge architecture concepts for the Theodore Street OC. It is important to note the bridge architecture concepts are intended to be aesthetic only and not structural. For example, the cables shown in **Figure 7**, would only be for aesthetics only and not structural.

The vision for the bridge aesthetic is to create an iconic structure to identify the SR-60/Theodore Street Interchange as a gateway for the City of Moreno Valley based upon economic growth within the City.

Figure 6 - I-10/Jefferson Street Interchange Landscaping and Aesthetics

Figure 7 - Spire Aesthetics for the Theodore Street Overcrossing

Categorical Exemption/Categorical Exclusion for Geotechnical Borings

Accelerated delivery requires substantial overlapping of the PA/ED and PS&E phases. Per our accelerated delivery schedule, 65% PS&E would be submitted to Caltrans subsequent to circulation of the draft environmental document. Soils investigations will be required for evaluation and geotechnical design reports relative to materials, slope stability, structures, etc. Typically, these soil investigations occur after PA/ED in the normal project development process. With this overlapping approach, separate environmental clearance will be required to perform borings prior to PA/ED. The RBF team will prepare a Categorical Exemption/Categorical Exclusion (CE/CE) for the project specific scope of the geotechnical borings. This will require preparation of a boring exhibit illustrating locations of borings and separate technical memorandums, such as biology, air quality checklist, etc in support of the CE/CE. Once approval is obtained, the RBF team will perform the geotechnical borings early in PA/ED in support of the 65% PS&E. This approach was proven successful with the I-10/Jefferson Street interchange project to obtain geotechnical information for the proposed Jefferson Street OC and Mechanically Stabilized Earth (MSE) retaining wall.

Utility Coordination, Services and Relocation

Utility relocations are a critical path item in any project schedule. Similar to the geotechnical borings, certain utility activities cannot begin until final approval obtained for PA/ED. As illustrated in **Figure 7,** utility identification and verification will begin upon notice to proceed for the project and can occur during the PA/ED phase. Once final approvals are obtained for PA/ED, the Claim Letter to Owner can be sent to affected utility owners. At that time, we will coordinate with the utility owners to determine prior rights and liability based upon the conflict maps. Notice to Owners to relocate will be sent upon final approvals of utility agreements and final resolution of the utility conflict and relocation design.

Figure 7 – Accelerated Utility Process

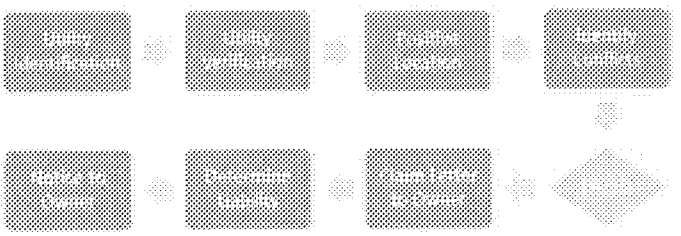

Based on our experience with the project, an existing Edison electrical transmission line is adjacent to the west side of Theodore Street. The transmission line will require relocation. The RBF team will coordinate with Edison early in the process and follow the steps outlined above to ensure the relocation process does not delay the project schedule.

Right-of-Way Engineering, Appraisals, and Acquisitions

Right of way is always a critical path item for any project schedule. Per the Project Development Procedures Manual (PDPM) and Right of Way Manual, preliminary right of way activities can begin during the PA/ED process. Right of way engineering and appraisals are considered preliminary right of way activities. Upon notice to proceed, RBF will begin field surveys to established existing right of way and roadway centerlines for the SR-60/Theodore Street interchange. A hard copy base map of the existing right of way and roadway centerlines will be prepared based on field survey and approved by Caltrans. The hard copy base map will be the basis of preliminary right of way for the Geometric Approval Drawing and the Right of Way Requirement Map. The GADs will be prepared in lieu of 35% PS&E and will be based upon field survey in order to "tie down" the design and move into 65% PS&E upon approval of the GADs. The Right of Way Requirements Map is an engineering document and is approved by Caltrans Design Oversight. The purpose of the Right of Way Requirements Map is to establish the necessary right of way for the interchange improvements. Once the Right of Way Requirements Map is approved by Caltrans and the draft environmental document is circulated to the public, the City would be able to begin appraisals of

Figure 8 - Accelerated Right-of-Way Process

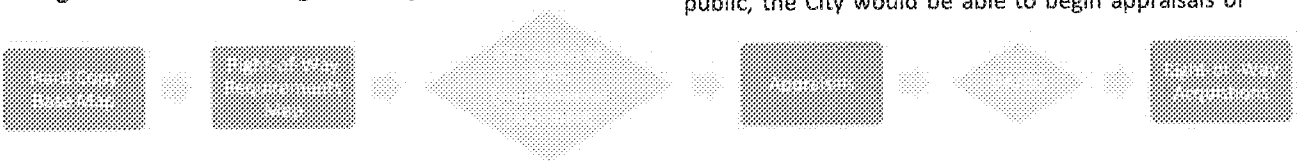

the affected properties by the locally preferred alternative. The intent is to have appraisals prepared and approved by Caltrans by completion of PA/ED. After PA/ED, offers can be sent to affected property owners and the City would be able to begin negotiations.

Environmental Review Opportunities

We anticipate, based on the Preliminary Environmental Analysis Report (PEAR) prepared for the proposed project, the level of environmental documentation environmental clearance of the project under both CEQA and NEPA to be an Initial Study/ Environmental Assessment (IS/EA) leading to a Mitigated Negative Declaration/Finding of No Significant Impact (MND/FONSI) with the following supporting technical studies:

- Air Quality and Greenhouse Gases
- Noise
- Natural Environment Study (NES)
- Cultural and Paleontological Resources
- Farmland Technical Memorandum
- Geotechnical
- Phase I Hazardous Materials
- Relocation Impact Statement
- Water Quality
- Visual Resources
- Traffic
- Water Quality

Environmental analyses will be performed to meet CEQA and NEPA requirements, and in accordance with the environmental review process for transportation projects, FHWA guidelines, and the Caltrans Standard Environmental Reference (SER). We will meet with Caltrans to scope the technical studies and address any comments made on draft environmental documents.

According the Moreno Valley General Plan EIR (Figure 5.10-1) the area of potential effect of the proposed alternatives contains three potential historic resources in the northeast quadrant of the interchange that will require evaluation for potential historic effects. A Historic Property Survey Report (HPSR) that includes an Archaeological Survey Report (ASR) and a Historical Resources Evaluation Report (HRER), to evaluate effects to any historic structures or resources in the area of potential effect will be prepared.

Of greatest concern are the project alternatives effects on biological resources. The biological resource studies will also consider the requirements regarding covered species and covered activities identified in the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) which is relevant to the proposed project. For this project, studies and findings will include: focused species surveys for burrowing owl, Los Angeles pocket mouse, riparian birds; habitat assessment for fairy shrimp and bats; a jurisdictional delineation; MSHCP Equivalency Finding; MSHCP Determination of Biologically Equivalent or Superior Preservation (DBESP); and functions and values analyses for any riverine/riparian areas or vernal pools.

There is the potential for the built alternative to effect a blue line stream that drains into Mystic Lake located east of the interchange between Theodore and Gilman Springs. This stream contains vegetation that may be habitat for riparian bird species. A jurisdictional "waters of the U.S." determination will be prepared according to current Corps standards. Finally, we will determine the extent of any streambed and associated riparian areas are subject to review by California Department of Fish and Wildlife under Section 1600 et seq. of the Fish and Game Code.

Project Management Plan

The RBF Team's management approach has been proven on past projects to be effective in meeting or exceeding client goals for completing PA/ED and PS&E on, or ahead of, schedule and within, or below, budget benefiting the City of Moreno Valley. The basic components of our project approach are as follows.

Scope of Work

A critical key to ensuring that an effective project schedule can be developed and maintained is preparing a comprehensive scope of work that clearly identifies the various project tasks and the deliverables expected from those tasks, as well as who is responsible for the deliverable product. RBF develops a very detailed scope of work in the proper design sequence and identifies assumptions that are critical for understanding the intent of the

project delivery process. Development of a comprehensive scope of work minimizes the chances of miscommunications or misdirection.

Budget Control

RBF is well aware of the Cities' continual effort to control the total cost of capital improvement projects both in development and construction. RBF will use the following methods to control total project costs:

- **Consultant costs** will be controlled by frequent monitoring and early identification of any project change affecting project costs. This monitoring is accomplished easily through RBF's comprehensive Work Breakdown Structure (WBS) which is based on a detailed scope of work. This WBS is equated to Tasks with assigned budgets that are maintained in RBF's project cost accounting system. Project Managers and other Functional Task Managers have real time access to this cost data from their desktop computers enabling continuous monitoring of project costs by each of the work task managers on a project. Budgets and schedules for each component of the WBS are reviewed with each functional leader prior to commencing work, progress/payment "S" curves are developed and regular updates of cost to date and percent complete are evaluated with each leader throughout the project.

- **Construction costs** will be controlled with a cost trending technique, which uses the original construction cost estimate prepared for the PSR-PDS as a starting baseline. If cost increases after this stage of the project have occurred, alternatives will be presented by RBF to reduce the cost to the baseline level, or other funding alternatives will be explored. Each project meeting will include an agenda item to analyze the construction cost impact of any significant decisions made. These techniques will keep the baseline construction estimate up to date and will allow members of the project team to monitor the cost impacts of their decisions.

Project Progress and Focus Workshop Meetings

On a monthly or as needed basis, RBF will chair Project Development Team (PDT) meetings with the City of Moreno Valley and Caltrans, and other involved agencies. The purpose of these meetings will be to discuss the project objectives, review schedule and work progress to date, to resolve critical issues promptly, to address budget issues and concerns and discuss other related items. Another effective management tool used by RBF has been Focus Workshop Meetings with appropriate functional or management groups of the PDT members. There are often several ways to implement a transportation improvement project and RBF has found that small meetings conducted in workshop settings encourage dialogue and creativity more easily than larger regular PDT meetings. This proactive approach avoids costly surprises and delays as the project proceeds through the project delivery process. Meetings are managed effectively by RBF through the use of a comprehensive, yet easily understood, meeting minute format that documents the meeting discussions and clearly tracks the action items from meeting to meeting. Action items summarize the issue, responsible party and deadline target dates for resolution and are maintained until the action item is closed.

Progress Reports

RBF will provide monthly progress reports for the duration of project development activities. RBF will submit a Progress Report summarizing all work progress, billings to date, and also address potential problems that may delay project delivery, and recommend how to avert such problems. RBF's management approach has been tested by the numerous agencies involved in our past projects.

Quality Assurance/Quality Control Program

The RBF Team's Quality Assurance/Quality Control Program is a continuous process used not just at project milestones but also on a daily basis as work flows from desk to desk, discipline to discipline, and consultant to client. RBF utilizes this QA/QC program on each and every project undertaken to ensure that a high quality product is delivered on schedule and within budget. RBF's key organizational elements for QA/QC are adaptable to any project. This program consists of the following key elements:

Table 2 - Quality Assurance/Quality Control Program Key Elements

POLICY	APPROACH
Defined roles and responsibilities of key staff	Specify individual responsibilities for each of the positions in the QC/QA organization structure; QC/QA training for all project staff.
Dissemination and retention of pertinent project control or reference information	Establish process for flow of project documentation to key staff and document control procedures (e.g., scope of work, invoice/progress reporting, meeting minutes/action items, deliverables, etc.).
Expectations of internal/external Project Team and design interface meetings	Develop consistent meeting minutes, action item tracking, and issue resolution log format.
Expectations for regular "over the shoulder" reviews by Discipline/Task Manager	Define protocols for continuous review process during plan/document preparation to engage interactive discipline leadership involvement.
Inter-disciplinary coordination and shared work elements	Establish design workshops (e.g., bridge LRFD, stage construction, landscape) etc. Inter-disciplinary exchange of plans prior to milestone submittals for joint review ensuring plan and work element consistency.
Milestone checking of calculations, reports and plans	Assign qualified, experienced independent review staff.
	Perform checking, revisions and backchecking in a coordinated coded manner considering standards, project scope, technical accuracy, format, presentation and previous review comments.
Constructability and biddability review	Perform overall constructability review with experienced construction management personnel considering biddability and buildability.
	Cross check utility systems against underground features (e.g., storm drain, wall at bridge, footings, etc.).
	Cross check all pay items with plans, specifications and quantity estimates.
Caltrans Quality Control Review Checklists & Environmental Commitments Record	Require all design disciplines to implement the Caltrans Quality Control Review Checklists in the preparation of project PS&E.
	Ensure the Environmental Commitments Record from the approved Environmental Document is implemented as part of the project PS&E.
Internal quality assurance audits	Hold overall team QC/QA kick off meeting to review QC/QA plan and expectations.
	Perform audits to ensure quality control performance.

3. Scope of Work

3. Scope of Work

Table 3 - Scope of Work (1 of 5)

Task No.	Task Name	Scope of Work	Deliverables	Assumptions / Exclusions	Responsible Staff
1.0	Preliminary Engineering Studies and Project Report				Gayle Johnson, PE
1.1	Geometric Alternatives Analysis	• Analyze up to 6 interchange (IC) conceptual geometric alternatives	• Hydraulic concept "sketch" alternatives	• Prepare a total of four (4) conceptual "sketch" alternatives	
1.2	Alternative Selection Report Preparation	• Develop report that will produce the development of locally preferred "build" alternatives • Develop plans for Caltrans review and approval of the preferred alternative • Implement appropriate Stakeholder outreach within the selected alternative in the new project environment	• Conceptual Design Plans • Established Project Footprint	• Preparation of Draft and Final (1) "build" alternative conceptual plans	Cincia Davis, PE Jesse Voglianty, PE
1.3	Drainage Assessment	• Prepare and process "Preliminary Floodplain Encroachment Report" per Caltrans Guidelines • Prepare and process "Location Hydraulic Study" per Caltrans Guidelines	• Identification of major drainage improvements • Inclusion of drainage improvements in the build cost estimates • Draft/Final Floodplain Encroachment Report • Draft/Final Location Hydraulic Study		Gayle Johnson, PE
1.4	Water Quality Data Record (WQDR)	• Develop a WQDR to identify location and concept of best management practices (BMPs) for each alternative	• Draft and Final Water Quality Data Record	• The WQDR will be developed in conjunction with the alternatives	Anne Loudin, PE, CPWQ [illegible]
1.5	Preliminary Stage Construction Plan	• Prepare conceptual staging and traffic handling considerations, project delays and impacts	• Preliminary Stage Construction Description for each alternative	• Only (1) concept for Preferred Build Alternative Project concept Exhibit will be prepared based upon design feasibility study	Doug Schneider, PE, PE
1.6	Traffic Management Plan	• Prepare a Transportation Management Plan to identify methods to minimize temporary traffic delays and incidents to both traveling public and emergency handling practices in accordance with Caltrans TMP guidelines	• Transportation Management Plan Concept	• Transportation Management Plan Concept is for one (1) build alternative	Doug Schneider, PE, PE
1.7	Utility Assessment	• Research utility companies and coordinate to identify owners for relocations. Use existing utilities in accordance with Caltrans policy investigation and potential conflicts, identify impacts, prepare cost estimates and plan. Identify potential utility relocations and prepare relocations as part of the Right-of-Way Data Sheet	• Utility Conceptual Conflict Map	• Utility locations and conflict analysis are for (1) build alternative	Mary Schmidt
1.8	Right-of-Way Data Sheet	• Prepare Right-of-Way Data Sheets including impacts to potential relocations and easements and utility impacts • Develop Right-of-Way Requirements Map graphically depicting proposed impacts based upon build alternative of project	• Preliminary Right-of-Way Requirement Map • Approved Right-of-Way Data Sheets		Cincia Davis, PE Daniela Bertha
1.9	Life Cycle Cost Analysis	• Prepare LCCA report for assessment purposes per the LCCA Procedures Manual and Caltrans Materials and Test requirements	• Draft/Final Life Cycle Cost Analysis Report		Rebecca Kelcher, PE
1.10	Preliminary Geotechnical Investigation and Evaluation	• Develop geotechnical recommendations through field analysis and investigations • Develop SPGR for Structures per Caltrans guidelines • Prepare Aerially Deposited Lead Site Investigation Report • Prepare Asbestos and Lead Site Investigation Report • Prepare Hazardous Waste Initial Site Assessment pursuant to Caltrans Standard Environmental Reference (SER) and Stage 1 Preliminary Site Assessment (PSA)	• Draft/Final Preliminary Geotechnical Design Report • Draft/Final Preliminary Foundation Report • Draft/Final Structure Preliminary Geotechnical Report • Draft/Final Aerially Deposited Soil Report • Asbestos and Lead Soil Survey Report • Draft/Final Investigation Phase Initial Site Assessment		Steve Gold, PE, GE Justin Stout
1.11	Value Engineering Analysis (VEA)	• Develop VEA for project alternatives per Caltrans guidelines for cost effective "Value Engineering"	• Advanced Planning Study and supporting documents	• Perform VEA for a total of four (4) alternatives build concepts	[illegible]
1.12	Conceptual Office Alternatives	• Prepare concept options for the Preferred Build Alternative footprint with "Green" type features and present to the PDT for review/input. One concept option will be advanced as the PDT selected option	• Conceptual Concept Options (3) • Final Conceptual Plan for the ARS	• Prepare concept options for up to two (2) large structures (one option) alternatives	[illegible]
1.13	Permitting Cost Estimate	• Prepare cost estimates for each of the two (2) environmental documents	• Alternative Cost Estimates		[illegible]
1.14	Draft Project Report	• Prepare Draft Project Report for Caltrans review • Develop appendix of Draft Project Report • Incorporate Caltrans and FHWA review comments into Final Project Report	• Draft Project Report • Draft Project Report Appendix • Final Project Report		Jesse Voglianty, PE Cincia Davis, PE
1.15	Final Project Report				[illegible]
2.0	Plans, Specs, Estimate and Design Standards				Jesse Voglianty, PE
2.1	PS&E Plans for Acquisition of Design Standards for PDT	• Develop PS&E plans to document design exceptions required for build alternatives	• Approved Mainline and Interchange Plans for PDT		Jesse Voglianty, PE
2.2	Supplemental Specs for Acquisition of Design Standards for PDT	• Develop PS&E plans to document design exceptions required for build alternatives	• Approved Mainline and Interchange Plans for PDT		Jesse Voglianty, PE
2.3	Environmental Technical Studies				Jesse Voglianty, PE
3.1	PDT Management and Meetings	• Attend bi-weekly conference calls with the project team to discuss work progress, issues, design constraints, upcoming PDT meetings, etc. • Attend PDT meetings. • Develop weekly updated and review of agendas and meeting minutes for PDT meetings	• Agendas for PDT meetings • Monthly updates to the project schedule • Copies of incorporated documents • Minutes of Caltrans meetings	• Attend up to 6 monthly PDT meetings • Attend up to 5 Project meetings with CALTRANS staff	Jesse Voglianty, PE
3.2	Traffic Studies and Models	• Develop traffic forecasting and analysis tools for the proposed alternatives and environments • Support environmental, traffic data and information for analysis of alternatives, stakeholder meetings and PDT meetings. Fully coordinate traffic and ramp capacity, delay, queuing, etc. Report results, meeting analysis, stakeholder input and provide recommendations of the high-benefit alternatives • Prepare comprehensive traffic analysis for alternatives, Initial Site Assessment (ISA)	• Traffic Forecasting Model • Traffic Microscopic Simulation • Alternative Traffic Forecast Report • Draft/Final Traffic Study • Ramp Closure Study	• BRTAM Model (volumes) • VISSIM (LOS for interchange & SR-60) • Synchro (LOS for non-freeway intersections) • Study years (2013, 2037, 2046) • 6% Buildout and WLC both analyzed • 4 Design Alternatives + No Build (only 6%)	Ron Gatewood, PE

Table 3 - Scope of Work (2 of 5)

Sub-Task	Task Name	Scope of Work	Deliverables	Assumptions / Exclusions	Responsible Staff
2.4	Natural Resources Check List (NRCL) Map	Prepare NRCL map in accordance with the Caltrans Project Development Procedures Manual and Caltrans Environmental Handbook.	Draft/Final NRCL Map		Kevin Boyd
2.4	Water Quality Assessment Report (WQAR)	Prepare WQAR in accordance with Caltrans Project Development Procedures Manual and Caltrans Environmental Handbook.	Draft/Final Water Quality Report		Kevin Boyd
2.5	Noise Study Report	Prepare Noise Study Report pursuant to Caltrans Environmental Handbook. Specialist will be prepared that will show noise measurement sites, noise prediction sites, land use, sensitive receptors and continuous height of the sound wall. Noise study report will include alternatives.	Draft/Final Noise Study Report	Conduct short-term noise measurements to determine the existing background noise levels in the study area and to calibrate the traffic noise model at 10 sites within the APE. Use FHWA Traffic Noise Model (TNM) version 2.5 to calculate traffic noise levels under future 2040 conditions with the noise barrier alternatives.	Kevin Boyd
2.6	Noise Abatement Decision Report (NADR)	Prepare Noise Abatement Decision Report pursuant to Caltrans Environmental Handbook. NADR will be prepared following guidance described in the California Traffic Noise Protocol for New Highway Construction and Reconstruction Projects, and the Standard Noise Supplement (SNS). CONSULTANT will prepare noise abatement decision reports for noise barriers to be considered and evaluated by Caltrans. The required coordination will be led by the CONSULTANT to provide impacted property owners during the public review period of the draft EIR. Prepare Noise Impact Technical Memorandum pursuant to Caltrans Environmental Handbook.	Draft/Final Noise Abatement Decision Report	Agency review of draft report will be completed in 30 days. Assumes one (1) workshop with the City of Placentia will be required.	Kevin Boyd
2.7	Visual Impact Assessment (VIA)	Prepare Visual Impact Assessment pursuant to Caltrans Environmental Handbook.	Draft/Final Visual Impact Assessment	Assumes one (1) workshop will be required if Fairplands will be disrupted by the project.	Kevin Boyd
2.8	Relocation Impact Memorandum	Prepare Relocation Impact Memorandum pursuant to Caltrans Environmental Handbook.	Draft/Final Relocation Impact Memorandum		Kevin Boyd
2.9	Draft Relocation Impact Statement (RIS)	Prepare Relocation Impact Statement pursuant to Caltrans Environmental Handbook.	Draft/Final Relocation Impact Statement	Administering the relocation assistance and appraising the displaced properties, as applicable, shall be the responsibility of CALTRANS as they are typically done after completion of the PA/ED phase.	Kevin Boyd
2.10	Air Quality Analysis (AQA)	Prepare air quality analysis pursuant to Caltrans Environmental Handbook. Air quality analysis report will be prepared in accordance with the following guidance documents: California Transportation Project-Level Carbon Monoxide Protocol, CO2010, Transportation Conformity Guidance for South Coast Air Quality Management District and Mobile Source Air Toxics (MSAT) and Mobile Source Air Toxics (MSAT) Interim Guidance until the Final Guidance of MSAT Regulations, and Caltrans' policy on greenhouse gas emissions.	Draft/Final Air Quality Analysis		Kevin Boyd
2.11	Paleontological Identification Report and Paleontological Evaluation Report (PIR/PER)	Prepare Paleontological Identification Report and Paleontological Evaluation Report, pursuant to Caltrans Environmental Handbook.	Draft/Final Paleontological Identification Report and Paleontological Evaluation Report (PIR/PER)	Assumes negative findings. CONSULTANT completes a windshield or pedestrian survey of the project footprint. Assumes the PIR and PER will be combined into a single document.	Kevin Boyd
2.12	Archaeological Survey Report (ASR)/Historic Property Survey Report (HPSR)/Finding of Effect Report (FOE)	Prepare Paleontological Identification Report and Paleontological Evaluation Report pursuant to Caltrans Standard Environmental References (SER). Prepare Historical and Archaeological Resources Studies pursuant to Caltrans Standard Environmental References (SER).	Public Notice to Interested Parties Interested Party consultation letters Request of Native American consultation Draft/Final Archaeological Survey Report Draft/Final HPSR Draft/Final No Adverse Determination Record Executive Order	Assumes negative findings for archaeology. Assumes up to 5 archaeological sites to be evaluated.	Kelly Gaumer Casey Hibert Kelly Gaumer
2.13	Cultural Resources Report	Prepare Cultural Resources Report.	Draft/Final Cultural Resources Report		
2.14	Natural Environment Study (NES)	Prepare Natural Environment Study per Caltrans SER. NES will include the following: biotic assessment, wetlands delineation, jurisdictional mapping, invasive species mapping, biological assessment, and the preliminary fish, aquatic resources, and wildlife impacts analysis.	Draft/Final Natural Environment Study	The natural resources will be used for consideration of project alternatives, environmental impacts, and mitigation measures. Assumes protocols of special status species during the period from April 30 to July 31.	Kevin Boyd Kim Sidell, P.E.
2.15	Section 4(f) Letter/Determination	Prepare Section 4(f) Letter/Determination.	Section 4(f) Letter/Determination		Kevin Boyd
2.16	Public Hearing and Outreach				
2.17	Prepare and support the Public Hearing	Provide support to the Public Outreach Officer and take the lead in conducting two public meetings, one prior and during the IS/EA public review period.	Draft/Final Agenda Draft/Finalized Project Fact Sheet Public Meeting Comment log and Documentation Meeting Minutes	Assumes one (1) meeting.	Kevin Boyd
2.18	Prepare and Circulate Draft Environmental Document				Kevin Boyd/Consultant
2.19	Prepare Check Draft Initial Study (IS)/Environmental Assessment (EA)	Prepare the Check Draft IS/EA incorporating the environmental documentation, technical analyses, the comments received during the Public Review, analyses of the impacts and benefits of the project, proposed mitigation measures, and environmental commitment record (ECR) and environmental permits required.	Check Draft IS/EA EA Preparation and review tool External QC Certification Sheet	Assumes 45 days for the Caltrans Review and Caltrans Publication October 1, 2022. Analyses of 2 build alternatives and the no project alternative.	Kevin Boyd/Consultant

Table 3 - Scope of Work (3 of 5)

Task No.	Task Name	Scope of Work	Deliverables	Responsibilities for Tasks	Responsible Party
5.2	Draft Initial Study/Environmental Assessment (IS/EA)	[illegible]	• Draft IS/EA • ED Preparation and review from • External QC Certification Sheet	• Executive IS/EA would be approximately the Design Director for circulation and would not be subjected to Caltrans Headquarters for review and comment. • Assume one review cycle	Dave Gilbert Hayes
5.3	Design Approval of the IS/EA	Design approval of all technical sections and Draft IS/EA	Approved Technical Sections of the IS/EA		Dave Gilbert Hayes
5.4	Provide Draft Initial Study/Environmental Assessment (EA)	• Assume that copies of the draft IS/EA are available for review/comment at City and District offices in the project area; responsible for posting newspaper advertisement of the project in accordance with CEQA/NEPA	• Draft IS/EA; Technical Studies • Master Distribution/Invitation Lists • Prepare the Notice of Completion (NOC) - one hard copy and one electronic version on CD-ROM • Prepare Notice of Availability of the IS/EA/Notice of Intent to Adopt an MND/Notice of Public Hearing – one hard copy and one electronic version on CD-ROM	• Distribute and prepare mailings for Draft IS/EA Master Distribution list for maintenance by the CONSULTANT. • Publish up to 50 hard copies of the Draft IS/EA, up to 200 copies of the Executive Summary, and up to 200 copies of the CD ROM containing electronic files of the Draft IS/EA and Executive Summary	Dave Gilbert Hayes
6.0	Prepare Final Environmental Document and Obtain Environmental Clearance				Dave Gilbert Hayes
6.1	Prepare Response to Comments Matrix	Microsoft Word compilation and providing the adequate responses to internal and public comments on the project and Draft IS/EA	Responses to Comments Matrix		Dave Gilbert Hayes
6.2	Select Mitigation Measures/Alternatives	Select mitigation measures and alternatives and prepare documentation to accompany the Caltrans IS/MND and FONSI	Selected Mitigation Measures/Alternatives		Dave Gilbert Hayes
6.3	Finalize Determination of Significance	Incorporate Caltrans and FHWA review comments into final environmental documents	• Approved IS/EA • Final IS/EA	• Use collaborating team to be coordinated by the CITY include SCTA, PA-DOD, Caltrans and Solano County Sheriff's Office • Digital MND will be prepared for a CEQA project exemption pursuant to Section 15306 of the CEQA Guidelines for Caltrans approval and a Finding of Categorical Exclusion pursuant to SAFETEA-LU Section 6005 for approval by Caltrans	Dave Gilbert Hayes
6.4	Notice of Determination (NOD) and Notice of Availability (NOA)	• Prepare "Notice of Determination" associated with CEQA and "NOA and Availability" associated with NEPA	• Final Notice of Determination • Final Notice of Availability (NOA)		Dave Gilbert Hayes
6.5	Complete Completion Documentation for Environmental Process	• Prepare CE/PE Submittal for Resource Agencies	• SHPO Concurrence on Environmental Findings		Dave Gilbert Hayes
7.0	Environmental Mitigation, Negotiation and Permitting				Dave Gilbert Hayes
7.1	Resource Agency Permit Related Coordination	• Prepare Coordination Documents and related correspondence/meetings • Negotiate permit process/requirements on impacts to jurisdictional waters of the U.S. and waters from the U.S. Army Corps of Engineers (USACE), State Water Resources Control Board (SWRCB), and California Department of Fish and Wildlife (CDFW). The goal is to avoid the need for permits, however, if permits are required, the USACE and State Water Resources Control Board (SWRCB) will be the lead agencies for permitting requirements.	• Coordination documents	• Assume 4 meetings and one collaborative permit will be required for the ECCR 404 permit. • Assume one site visit and one meeting. • Prepare the notification to the USACE and the DFG/CDFW and to the Regional QWQCB. If permit is required, coordinate with the USACE to agree on permitting with the USACE or regulatory agencies and permitting requirements.	Arnold Rodriguez
8.0	Successful Approval Strategy				Gary Thomas PE
8.1	Successful Approval Strategy	• Prepare Key Issues Matrix, Project Scope Statement Diagrams, Project Issues, and SWOT requirements based on the project scope to submit to the approving/Draft Project Team	• Identified Technical Approval Strategy • Completed SWOT Matrix	• Assume one field observation	Gary Thomas PE
9.0	Design Mapping and Surveys				Gary Thomas PE
9.1	Photogrammetric Survey	• Survey office performance in accordance with the Caltrans Survey Manual • Establish coordinate with Caltrans, HQ's and Solano County survey control and monuments	• Map control (topographic mapping compiled into usable DGN files) with one (1) additional revision • Signal Mapping Requirements Exhibits • Geodetic Base Maps		Gary Thomas PE
9.2	Preliminary Right of Way Mapping	• Develop preliminary right of way (R/W) mapping including a compilation of existing R/W information, including the project boundary, centerline of roadway and the centerline of record, easements of record, and existing utilities based upon available field data	• Legal Mapping • Pre-construction Record of Survey		Gary Thomas PE
9.3	Land Surveying and Mapping for "Select Location" Record of Survey	• Establish and bring in the "Select Location" Record of Survey	• Design Survey		Gary Thomas PE
9.4	Design Surveys	• Perform design surveys in the vicinity of the ramps, the bridge, and the replacement pond		• Expense field observations like footings	Gary Thomas PE
10.0	Site Design Plans, Specifications, and Estimate			Site required, G&BN will be prepared and accepted as site plans applies to accelerated project approach	
10.0	Site Design Plans, Specifications, and Estimate				Dave Gilbert PE
10.1	Conceptual Landscape and Irrigation Plan	• Prepare a conceptual landscape plan at a scale of 1" = 40' showing planting, irrigation, grading and construction limits. Proposed plant palette will be developed in the PSR.	• Concept Landscape Plan	• Assume Landscape Architect provides specific plan • Include costs	Cindy Gustafson, Alex
10.2	Bridge Site Data Collection	• Prepare Bridge Site Data Submittal (BSDS) report to Bridge Headquarters in accordance with the Caltrans BSDS Submission and Inspection Guide	• Bridge Site Data Submittal		David Mackie, PE, SE Frank Vrankovich, PE Dave Gilbert, PE, SE
10.3	Bridge Type Selection	• The Type Selection Report will include a bridge General Plan, structural assumptions and alternatives, requirements, seismic and aesthetic considerations, stage construction and traffic handling requirements and costs • Attend Type Selection Meeting with Caltrans HQ's	• Bridge Type Selection Report • Type Selection Meeting Attendance	• Assume Type Selection Meeting	David Mackie, PE, SE Frank Vrankovich, PE Dave Gilbert, PE, SE

Table 3 - Scope of Work (4 of 5)

Task No.	Task Name	Scope of Work	Deliverables	Assumptions / Exceptions	Responsible Staff
11.0	Design Water Quality Report	• Update the previously prepared Water Quality Report (Update	• Water Quality Quality Report Update		[illegible]
12.0	Drainage Report	• Prepare Hydrology/Hydraulic report for the purpose of setting the stormwater requirements for the project. The report shall also be updated and incorporated into the design	• Hydrology Report • Hydrology Maps • Hydraulic Calculations – pipe sizing, flooded width and inlet spacing, HSP sizing calculations • Water Quality BMP design calculations – flow rates, information, sizing, etc.	• Improvements to existing or new hydrology and hydraulic controls for the freeway or highway cross-culverts and regional drainage facilities in the vicinity are excluded from scope of work	[illegible]
13.0	Hydrogeologic/Hydrogeology Report	• Prepare a GMR in accordance with Caltrans guidelines and report summarizing from the proposed project, utilizing existing and forecast traffic volume data. Assess each alternative BMP measures to reduce traffic impacts anticipated to result from project construction and operation.	• Geotechnical GMR Data Sheets	• Only GMR documentation will be prepared	[illegible], PE, TE
14.0	Geotechnical Design and Reports	• Conduct a geotechnical field investigation, laboratory and office analysis to address the design, construction and maintenance issues for design and construction of the proposed improvements. Prepare the Geotechnical Design Report, Materials Report, and Foundation Report	• Geotechnical Foundational Design Report • Foundation Materials Report • Foundation Report Data Sheets	• Additional Subsurface Investigation needed for pavement and grading designs are not included	[illegible]
15.0	Draft Roadway Plans	• Prepare the Draft Layout (DLP), Layout, Profile, Foundation Report and Roadway Drawing Plans • Prepare Supplemental Fact Sheet for design exceptions identified during the PS&E phase	• DPR Roadway Plans • Approved Mandatory and Advisory Fact Sheets for PS&E phase	• No exceptions to mandatory standards is required • Alternate ramp alignments will be designed to the extent that they have not deviated from the existing mainline freeway • No proposed horizontal and/or vertical alignment changes will be considered • A total of two (2) projects will be processed	*Overie Davis, PE* *Jesse Vaglienty, PE*
16.0	Draft Water Plans	• Prepare Utility Relocation Plans, including the locations of existing utility facilities, identified in the project area and the proposed utility improvements to utilities	• DPR Utility Relocation Plans	• A total of two (2) projects will be processed	[illegible], PE
17.0	Draft Drainage Plans	• Prepare Drainage Plans, Profiles, Detail, Soil Disposal Sheets for drainage systems to be constructed or reconstructed	• DPR Drainage Plans	• Cross culverts are to be outside • No new connections to regional storm drains • No new regional storm drains • No edge drains will be required	[illegible]
18.0	Draft Stage Construction/Traffic Handling Plans	• Prepare stage construction/traffic handling plans, details and quantities for the appropriate stages of construction, also prepare construction Detail Cost Estimate (DCE) for preparation of the work plan • Prepare detour (construction area signs) plans to reflect the detour routes for freeway/ramp/arterial closed roadways	• Construction Detail Cost Estimate (DCE) • Stage Plans	• No temporary detour roads or roadway improvements will be required • Existing interchange will be closed during construction of proposed interchange and traffic detoured to adjacent interchanges • Eucalyptus Avenue will have been previously constructed to connect to Redlands Avenue and be used as detour traffic during the stage construction • Temporary lighting, temporary signals and temporary communication systems will not be required for any stage of construction phases	[illegible], PE, TE *Jonathan Hulbert, PE*
19.0	Draft Traffic Plans	• Prepare signing/pavement delineation plans, details and quantities	• Sign Layout/Pavement Delineation Plans		[illegible], PE, TE [illegible], PE, TE
20.0	Hydrology/Flooding Plans	• Prepare highway flooding plans, details and quantities for the flooding scheme approved as part of the conceptual hydrologic study	• Highway Flooding Plans	• Highway flooding does not be caused by the Roadway PS&E. Assessment of flood and no impact highway flooding needed and not required	[illegible]
21.0	Draft Electrical Plans	• Prepare lighting and Sign Illumination plans for the new ramp connections, modified and relocated sign locations • Prepare Traffic Signal plans for two (2) locations – [illegible] ramps/[illegible] ramp/Theodore Ramps/Theodore • Prepare Power Metering Plans for the two (2) SR-60 on-ramp locations in accordance with Caltrans OB [illegible]	• DPR Roadway Plans	• No communications systems (i.e. fiber optic communication system, CCTV, CMS or TMS) will be required	[illegible], PE, SE *Sunder Ubeno, PE*
22.0	Draft Structure Plans	• Prepare Draft Bridge Plans for the Interchange Improvements for approved type selection report	• DPR Bridge Plans	• Structure Plans for Cypress Avenue bridge widening • No structure widening or reconstruction will be required	[illegible], SE, SE
23.0	Special Provisions	• Prepare specifications (Draft Special Provisions) including the major components of work and activities	• Draft Project Special Provisions		[illegible], PE
24.0	Cost Estimate	• Prepare preliminary cost estimate based on the 90% Draft Project Report and the project plans			[illegible], PE
25.0	PS&E Design Plans, Specifications, and Estimate				
25.1	Update Reports	• Update all reports/documents/documents of reports based on approved PDT comments and that include	• DPR Reports		[illegible]
25.2	Update Roadway Plans	• Update all roadway drawings/profiles/cross all Utility Relocation/Drainage Plans based on lead agency comments and final design	• DPR Roadway Plans		[illegible]
25.3	Update Structure Plans	• Update all Structure Plans based on lead agency comments and final design changes	• DPR Structure Plans		[illegible]
25.4	Update Special Provisions	• Update Special Provisions with comments and final design changes and add/delete requirements for bidding	• DPR Special Provisions		[illegible]

Table 3 - Scope of Work (5 of 5)

Task No.	Task Name	Scope of Work	Deliverables	Assumptions / Exclusions	Responsible Party
[illegible]	Update Cost Estimate	Prepare updated construction cost estimates for alternatives in accordance with Caltrans Project Development Procedures using the current edition of Caltrans Contract Cost Data book and recent construction bid data	Updated Cost Estimate		Kaplan Kirsch & Rockwell; Alternative 3D
35.0	100% Design Plans, Specifications, and Estimate				
35.1	Final Structure Plans	Update structure plans based on design comments, coordination efforts and final quality control technical review of the PS&E documents	100% Structure Plans	The SDC will provide updated structure plans for coordination and review	Kaplan Kirsch & Rockwell; Anthony Wolf
35.2	Final Structure Plans	Update structure plans based on review comments, coordination efforts and final quality control technical review of the PS&E documents	100% Structure Plans		Anthony Wolf
35.3	Final Specifications	Update specifications based on review comments, coordination efforts and final quality control technical review of the PS&E documents	100% Specifications		Anthony Wolf
35.4	Final Cost Estimate	Update structure cost estimate based on review comments, coordination efforts and final quality control technical review of the PS&E documents	100% Cost Estimate		Anthony Wolf
35.5	Structure Engineer's File	Prepare structure project data, design assumptions and calculations for inclusion into the structure file, including a scale plans, cross sections and profiles	100 %	Bidding and contract documents will not be included in the scope of work and will be addressed with a future contract amendment	Kaplan Kirsch & Rockwell; Alternative 3D; Anthony Wolf; Alternative 3D; Gary Hoppe, RE
35.6	Right-of-Way Legal Plats and Appraisal Maps				
35.7	Right-of-Way Requirement Map	Prepare Right-of-Way requirement map	Right-of-Way Requirement Map		Gary Hoppe, RE
35.8	Approval Map Maps	Prepare Right-of-Way Maps required for Approval	Approved Maps		Gary Hoppe, RE
35.9	Legal Description	Prepare legal descriptions with accompanying exhibits consistent with Caltrans Right-of-Way assessment deed language	Legal Descriptions and exhibits	Right of Way legal descriptions and exhibits for public improvements, temporary construction easements, and utility easements for the relocation of utilities Subject 1st cycle review to be provided Appraisal maps will not be prepared for the entire project limits	Gary Hoppe, RE
35.10	Approved Maps	Prepare Approval Maps	Approved Maps		Gary Hoppe, RE
35.11	Right-of-Way Acquisition				Gary Hoppe, RE
35.12	Utility Coordination	Utility coordination	Utility Coordination Plans & Agreements	Prior rights determination will be responsibility the governing agency Ahead for 35% coverage Only the existing and relocation of utilities shown. Identify is only utility in order relocation	Alternative 3D
35.13	Utility Notices	Prepare Utility Notices	Prepare utility notices and send notices		Utility Consultant
35.14	Utility Subscriptions	Coordinate plans for Utility Service Plans	Utility Subscriptions Coordination	Electric service requires a utility plan, or for any underground service line extension, will be prepared by the utility companies	Alternative 3D
35.15	Acquisition Coordination	Provide engineering team coordination with the Right-of-Way consultant/personnel team Prepare appraisal and acquisition documents required for processing utility jobs for property acquisitions	Right-of-Way Acquisition coordination		Kaplan Kirsch & Rockwell; Alternative 3D
35.16	Relocation Coordination	Provide coordination	Relocation coordination	Relocation coordination, including preparation of utility will be prepared by the appropriate governing agency for condemnation, and supporting documentation will be required	Alternative 3D
35.17	Right-of-Way certification	Prepare Right-of-Way certification	Right-of-Way certification		Gary Hoppe, RE; Alternative 3D
36.0	Project Management				
36.1	Project Scoping	Prepare a Scoping Document at the outset of the environmental process that will identify the assumptions on which the design is based. The objective is to get Caltrans' concurrence on the assumptions used in the analysis for each one the technical subjects to share a common understanding between Caltrans and CONSULTANT as to what the technical deliverables will consist and the analysis to be conducted	Scoping Document of Work Assumptions Pertinent to Technical Study Scoping Meeting Scoping Checklist Job Beginning	Attend one Project Management Meeting Attend one meeting to discuss scope of work assumptions and approach Attend one Project Schedule Meeting to discuss project schedule	Alternative 3D; Gary Hoppe, RE
36.2	Project Contract & Administration	Prepare, coordinate, and process work for contracting with Caltrans and other consultants and agencies. Prepare, coordinate and for correspondence and memoranda as appropriate. Monitor project flow using the Caltrans File System	Monthly Project Management and administration		Kaplan Kirsch & Rockwell
36.3	Project Schedule	Prepare and update project schedule	Project Schedule		Kaplan Kirsch & Rockwell
36.4	Project Meetings	Meet with all effected parties to discuss issues encountered in the analysis, design, and effects of the project.	Meeting Agendas and Minutes Presentation Materials		Kaplan Kirsch & Rockwell
36.5	Project Reports	Provide overall financial management of the project	Monthly Progress reports		Kaplan Kirsch & Rockwell

Table 4 - Resource Allocation Matrix (1 of 3)

| Task Description | Roles | | |

Table 4 - Resource Allocation Matrix (2 of 3)

| Task Description | Hours | | |

Table 4 - Resource Allocation Matrix (3 of 3)

Task Description	Project Manager	Project Sponsor	Data Manager	Procurement Manager	Procurement Sponsor	Senior Project Engineer/Planner	Environmental Specialist	Procurement Specialist	Traffic Engineer	Traffic Analyst	Project Engineer	Asset Management	Design Engineer/ Area Project Mgr	Acoustic Specialist	Planner	Right-of-Way Development Sr. Traffic Rep.	Right-of-Way Acquisition Agent	Right-of-Way Relocation Agent	Right-of-Way Appraiser Sr. Staff Analyst	Right-of-Way Engineer	Right-of-Way Appraiser	Right-of-Way Acquisition Agent	Communication	Public Affairs / Media Relations	Biologist / Habitat Specialist	Cultural Resources	Cultural / Historical Staff Specialist	Cultural Resources Specialist	Hydrologist	Hydrologist Assistant	Landscape Designer	Total Individual Hours
[illegible]																																

Table 5 - SR-60/Theodore Street Interchange PA/ED & PS&E 2013 Rate Schedule

Category	Rate
Principal	$ 240
Project Manager	$ 225
Senior Appraiser	$ 225
Structural Engineer	$ 195
Technical Manager	$ 180
Senior Project Engineer/Planner	$ 165
Air Quality Specialist	$ 150
Associate Biologist	$ 150
Landscape Architect	$ 150
Project Engineer/Planner	$ 150
Staff Appraiser	$ 150
Design Engineer / ROW Project Manager	$ 135
Noise Specialist	$ 120
Planner	$ 120
Design Technician / Sr. Traffic Engineer	$ 115
Senior Acquistion/Relocation Agent	$ 115
Senior Biologist / Sr. ROW Analyst	$ 115
Senior Cultural Resources	$ 110
Acquistion/Relocation Agent	$ 105
Technician	$ 105
Technical Editor / Traffic Engineer	$ 100
Biologist / Outreach Coordinator	$ 90
Cultural Resources	$ 70
Clerical	$ 75
2-Person Survey Crew	$ 255
1-Person Survey Crew	$ 155
Licensed Surveyor	$ 165

4. Project Schedule

4. Project Schedule

Exhibit 3 - SR-60/Theodore Street Interchange Improvement Schedule (1 of 3)

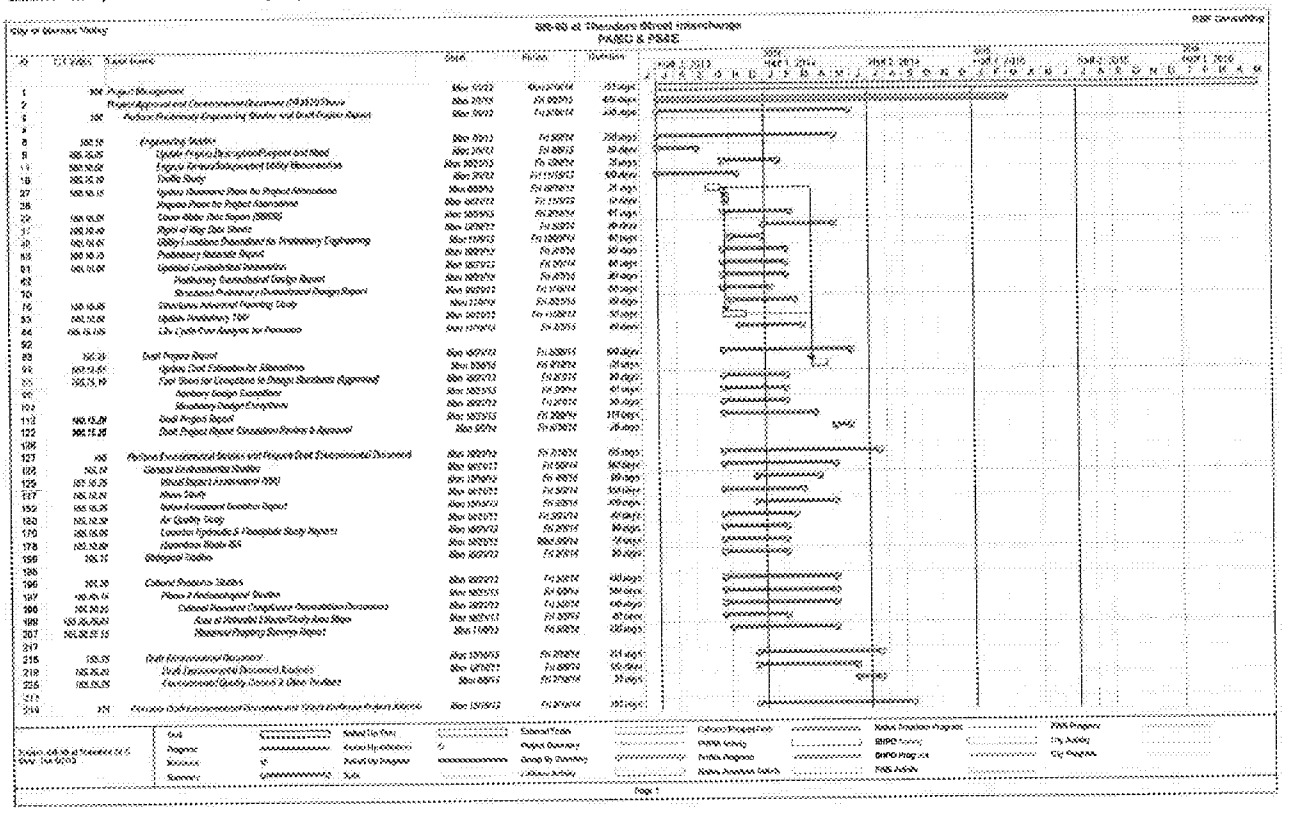

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Exhibit 3 - SR-60/Theodore Street Interchange Improvement Schedule (2 of 3)

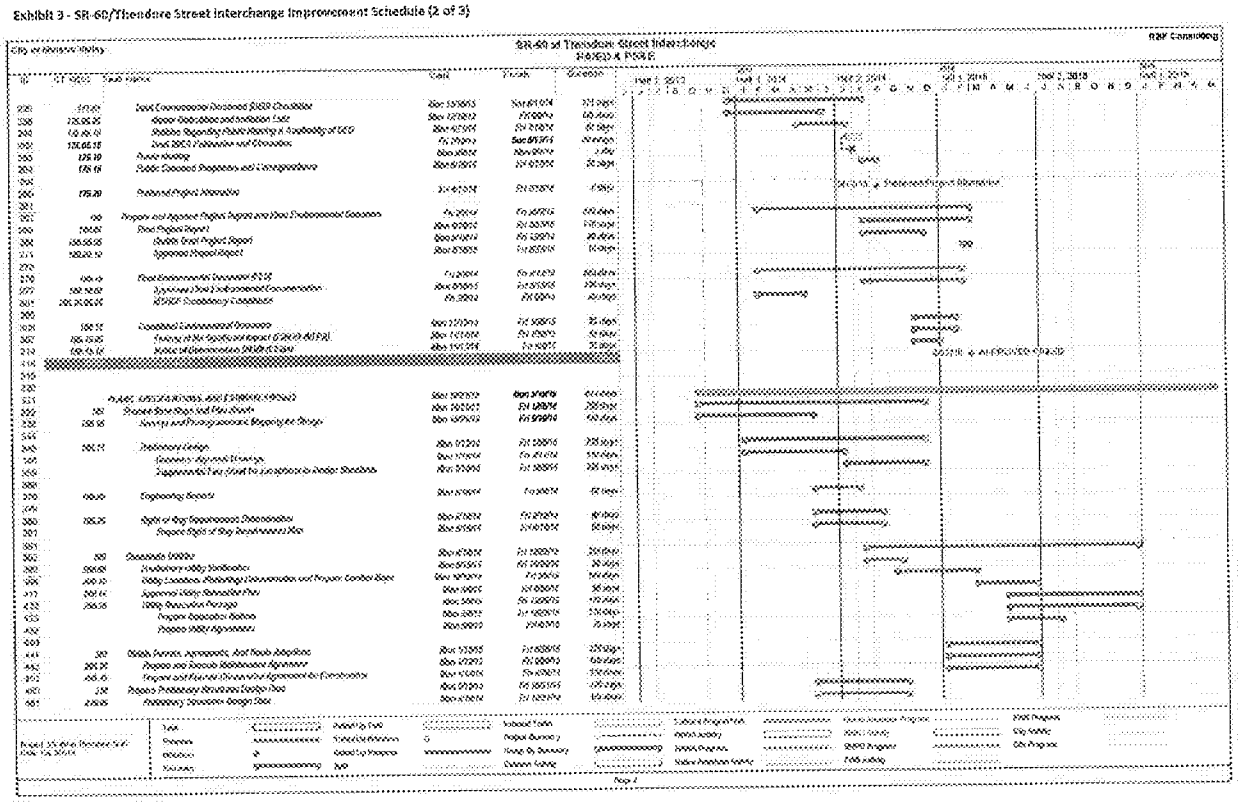

Exhibit 3 - SR-60/Theodore Street Interchange Improvements Schedule (3 of 3)

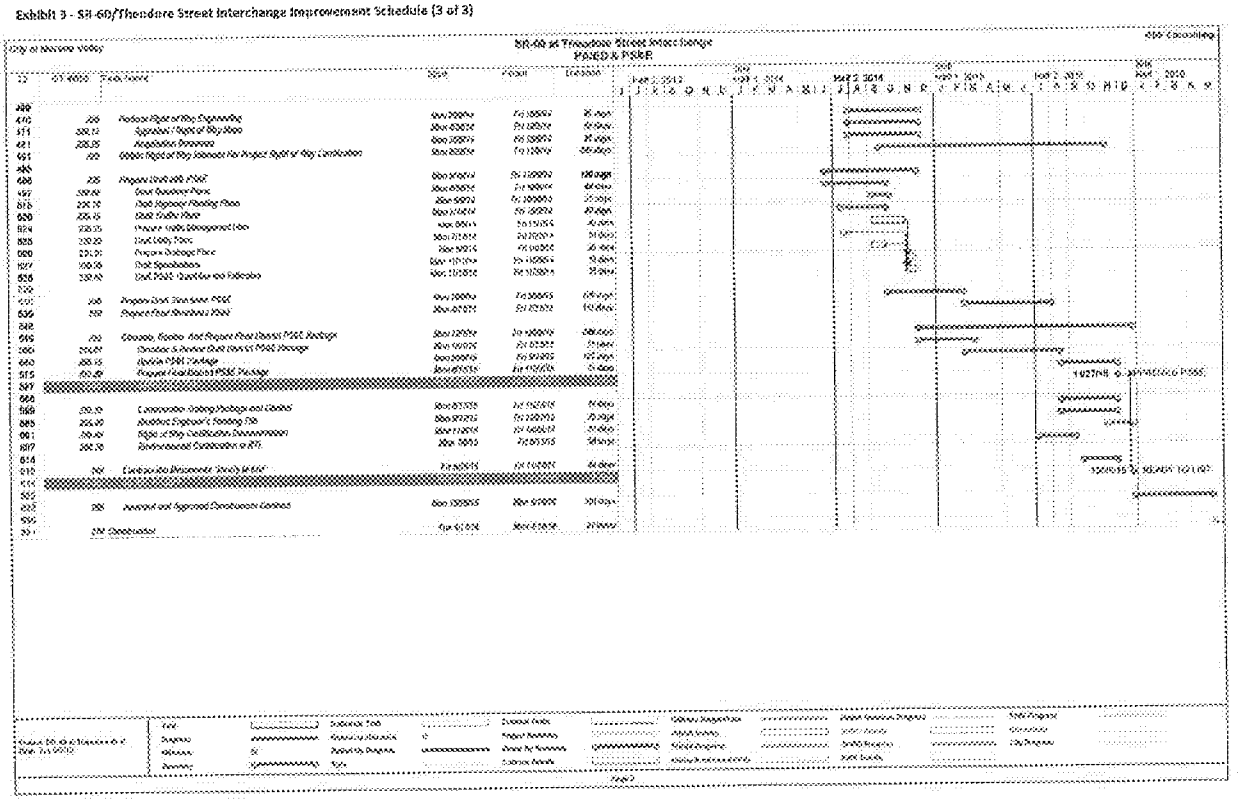

5. Required Statements

5. Required Statements

Required Statements

RBF certifies the following statements:

A. The Request for Proposal shall be incorporated in its entirety as a part of RBF's Proposal.
B. The Request for Proposal and RBF's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by RBF and the Mayor or City Manager of Moreno Valley.
C. RBF's Services to be provided and fees therefore, will be in accordance with the City's Request for Proposal and therefore, a specified section under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" is not necessary.
D. Due to no additions or exceptions requested by RBF, we have not included a single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of the City's Request for Proposal upon which RBF's Proposal is contingent and shall take precedence over the Request for Proposal for Professional Consultant Services.
E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of RBF's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact are provided in Section C of this proposal. If one or more of RBF's staff should become unavailable, RBF may substitute other staff of at least equal competence only after prior written approval by the City.
F. Resource Allocation Matrix. *Provided in Section 3 - Scope of Work.*
G. A rate schedule must be submitted with the proposal. The rate schedule must list titles, names, roles, and hourly billing rates in rows. A statement that said hourly rate schedules in part of the consultant's Proposal for use in invoicing for progress payments and for extra work incurred shall also be included. All extra work will require prior approval from the City. (COST PROPOSAL DETAILS MUST BE IN A SEALED ENVELOPE).
H. A statement of sub-consultant's qualifications (including relief personnel) applicable to this project, including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact. *Provided in Section 1 -The Right Team.* RBF acknowledges and understands that RBF will not be allowed to change any sub-consultant without written permission from the City.
I. All charges for RBF's (construction) services is a "Not-to-Exceed Fee" which includes conservatively estimated reimbursable expenses, as submitted with and made a part of RBF's Proposal.
J. RBF will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
K. RBF will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.
L. An hourly rate schedule has been submitted with this Proposal *provided in the Appendix.* The rate schedule includes titles, names, roles, and hourly billing rates in rows. The hourly rate schedule is part of RBF's Proposal for use in invoicing for progress payments and for extra work incurred. All extra work will require prior approval from the City. An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of RBF's proposal submittal.
M. RBF will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
N. All federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.

O. RBF shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project only. All relevant records shall be retained for at least three years.

P. RBF shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision and State of California prevailing wage rates, respectively.

Q. RBF shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR3) issued pursuant thereto, and any amendments thereof.

R. RBF offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (1 5 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 167001 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to RBF, without further acknowledgment by the parties.

S. This solicitation and resultant Contract is not financed in whole or part with federal funds, but the city encourages Bidders to follow Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Bidders who obtain DBE participation on this Contract will assist the City in meeting its DBE goals for the Project

DBEs and other small business are strongly encouraged to participate in the performance of this Contract. The City encourages Bidders to give DBEs and other small businesses the opportunity to participate in the performance of the Work that is the subject of this solicitation and to take all necessary and reasonable steps for this assurance. The Bidder shall not discriminate on the basis of race, color, national origin, sex, age, or physical or mental disability, sexual orientation or retaliation in the award and performance of subcontracts.

A Race Neutral program is one that, while benefiting DBEs, is not solely focused on DBE firms. A Race Neutral program utilizes measures that can assist a wide variety of small businesses, including DBEs, such as arranging solicitations, times for the presentation of proposals, quantities, specifications, and delivery schedules in ways that facilitate DBE and other small business participation (e.g. unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractor s to subcontract portions of work that they might otherwise perform with their own forces). Race Neutral DBE participation includes: a DBE obtaining a prime contract through customary competitive procurement procedures; a DBE being awarded a subcontract on a prime contract, whether or not the prime contract has a DBE goal; and a DBE being awarded a subcontract from a prime contractor that did not consider its DBE status in making the award.

The Consultant is encouraged to include DBE firms in the proposal. RBF has completed the forms listed in the "Attachments" at the end of the RFP. Proposer's List of Subconsultants (DBE and Non-DBE) Parts I and II are *provided in the Appendix*.

Appendix

LIST OF SUBCONSULTANTS

Project Name: State Route 60 / Theodore Street Interchange Improvements

Project No: 801 0052 70 77

Consultant Name: RBF Consulting, a Company of Michael Baker Corporation

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
Parsons Brinckerhoff	**PB will provide Traffic Analysis services.**
TELEPHONE **909-386-2814**	
ADDRESS **451 E. Vanderbilt Way, Suite 200**	
CITY, STATE ZIP **San Bernardino, CA 92408**	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
LSA Associates, Inc.	**LSA will provide Environmental services.**
TELEPHONE **951-781-9310**	
ADDRESS **1500 Iowa Avenue, Suite 200**	
CITY, STATE ZIP **Riverside, CA 92507**	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
Overland, Pacific & Cutler, Inc.	**OPC will provide Right-of-Way services.**
TELEPHONE **951-801-6825**	
ADDRESS **2280 Market Street, Suite 200**	
CITY, STATE ZIP **Riverside, CA 92501**	

Duplicate this form as necessary to report all subconsultant(s) information.

Attachment "K"

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
Leighton Consulting, Inc.	**Leighton will provide geotechnical services.**
TELEPHONE **951-252-8013**	
ADDRESS **41715 Enterprise Circle North, Suite 103**	
CITY, STATE ZIP **Temecula, CA 92590-5661**	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
Arellano Associates	**Arellano Associates will provide Public Outreach services.**
TELEPHONE **909-627-2974**	
ADDRESS **5851 Pine Ave., Ste. A**	
CITY, STATE ZIP **Chino Hills, CA 91709**	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
Utility Specialists	**Utility Specialists will provide utility coordination services.**
TELEPHONE **858-581-2250**	
ADDRESS **4429 Morena Boulevard**	
CITY, STATE ZIP **San Diego, CA 92117**	

PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) -- PART I

The proposer shall list all subconsultants (both DBE and non-DBE) in accordance with Section2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the code of Federal Regulations. This listing is required in addition to listing DBE subconsultants elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name / Address,/ City, State, ZIP	Phone/ FAX	Gross Annual Receipts	Description of Portion of Work to be Performed	Certified DBE?
Parsons Brinckerhoff 451 E. Vanderbilt Way, Suite 200 San Bernardino, CA 92408	P. 909-386-2814 F. 909/889-1884	☐ < $1million ☐ < $5 million ☐ < $10 million ☐ < $15 million ☒ > $15 million	Parsons Brinckerhoff will provide Traffic Analysis services.	☐ YES ☒ NO *If YES list DBE #* Age of Firm (Yrs.) 128 years
Firm Name / Address,/ City, State, ZIP	**Phone/ FAX**	**Gross Annual Receipts**	**Description of Portion of Work to be Performed**	**Certified DBE?**
LSA Associates, Inc. 1500 Iowa Avenue, Suite 200 Riverside, CA 92507	P. 951-781-9310 F. 951-781-4277	☐ < $1million ☐ < $5 million ☐ < $10 million ☐ < $15 million ☒ > $15 million	LSA Associates, Inc. will provide Environmental services.	☐ YES ☒ NO *If YES list DBE #* Age of Firm (Yrs.) 37 years
Firm Name / Address,/ City, State, ZIP	**Phone/ FAX**	**Gross Annual Receipts**	**Description of Portion of Work to be Performed**	**Certified DBE?**
Overland, Pacific & Cutler, Inc. 2280 Market Street, Suite 200 Riverside, CA 92501	P. 951-801-6825 F. 562-304-2020	☐ < $1million ☐ < $5 million ☐ < $10 million ☐ < $15 million ☒ > $15 million	Overland, Pacific & Cutler, Inc. will provide Right-of-Way services.	☐ YES ☒ NO *If YES list DBE #* Age of Firm (Yrs.) 32.5 years
Firm Name / Address,/ City, State, ZIP	**Phone/ FAX**	**Gross Annual Receipts**	**Description of Portion of Work to be Performed**	**Certified DBE?**
Leighton Consulting, Inc. 41715 Enterprise Circle North, Suite 103 Temecula, CA 92590-5661	P. 951-252-8013 F. 951-296-0534	☐ < $1million ☐ < $5 million ☐ < $10 million ☐ < $15 million ☒ > $15 million	Leighton Consulting, Inc. will provide Geotechnical services.	☐ YES ☒ NO *If YES list DBE #* Age of Firm (Yrs.) 51 years

Distribute: 1) Original -- Local Agency File

Attachment "L" - Part I

Firm Name / Address,/ City, State, ZIP	Phone/ FAX	Gross Annual Receipts	Description of Portion of Work to be Performed	Certified DBE?
Areliano Associates 5851 Pine Ave., Ste. A Chino Hills, CA 91709	P. 909-627-2974 F. 909-628-5804	☐ < $1million ☒ < $5 million ☐ < $10 million ☐ < $15 million ☐ > $15 million	Areliano Associates will provide Public Outreach services.	☒ YES ☐ NO *If YES list DBE #* 41198 Age of Firm (Yrs.) 18 years

Firm Name / Address,/ City, State, ZIP	Phone/ FAX	Gross Annual Receipts	Description of Portion of Work to be Performed	Certified DBE?
Utility Specialists 4429 Morena Boulevard San Diego, CA 92117	P. 858-581-2250 F. 858-483-2734	☐ < $1million ☒ < $5 million ☐ < $10 million ☐ < $15 million ☐ > $15 million	Utility Specialists will provide Utility Coordination services *Utility Specialists are a State of California Department of General Services Certified Small Business (Micro) #52819	☐ YES ☒ NO * *If YES list DBE #* Age of Firm (Yrs.) 37 years

Distribute: 1) Original – Local Agency File

Attachment "L" - Part I

PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) – PART II

The proposer shall list all subconsultants who provided a quote or proposal but were not selected to participate as a subconsultant on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. **Photocopy this form for additional firms.**

Firm Name / Address,/ City, State, ZIP	Phone/ FAX	Gross Annual Receipts	Description of Portion of Work to be Performed	Certified DBE?
N/A		☐ < $1million ☐ < $5 million ☐ < $10 million ☐ < $15 million ☐ > $15 million		☐ YES ☐ NO *If YES list DBE #* Age of Firm (Yrs.)
Firm Name / Address,/ City, State, ZIP	**Phone/ FAX**	**Gross Annual Receipts**	**Description of Portion of Work to be Performed**	**Certified DBE?**
N/A		☐ < $1million ☐ < $5 million ☐ < $10 million ☐ < $15 million ☐ > $15 million		☐ YES ☐ NO *If YES list DBE #* Age of Firm (Yrs.)
Firm Name / Address,/ City, State, ZIP	**Phone/ FAX**	**Gross Annual Receipts**	**Description of Portion of Work to be Performed**	**Certified DBE?**
N/A		☐ < $1million ☐ < $5 million ☐ < $10 million ☐ < $15 million ☐ > $15 million		☐ YES ☐ NO *If YES list DBE #* Age of Firm (Yrs.)

Distribute: 1) Original – Local Agency File

Attachment "L" - Part II

EXHIBIT 10-O2: LOCAL AGENCY CONSULTANT DBE INFORMATION

(Inclusive of all DBEs listed at bid proposal)

NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section

1. Local Agency Name: City of Moreno Valley
2. Project Location: State Route 60 / Theodore Street, Moreno Valley, CA
3. Project Description: Interchange Improvements
4. Total Contract Award Amount: $
5. Consultant Name: Arellano Associates
6. Contract DBE Goal %: Not required, but encouraged by City
7. Total Dollar Amount for all Subcontractors: $
8. Total Number of all Subcontractors: 6

Award DBE Information

9. Description of Services to be Provided	10. DBE Firm Contact Information	11. DBE Cert Number	12. DBE Dollar Amount
Public Outreach Services	Genoveva Arellano, garellano@arellanoassociates.com	41199	

13. Total Dollars Claimed: $

14. Total % Claimed: %

Local Agency to Complete this Section

20. Local Agency Contract Number
21. Federal-aid Project Number
22. Contract Execution Date.

Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:

23. Local Agency Representative Name (Print)
24. Local Agency Representative Signature
25. Date
26. Local Agency Representative Title
27. (Area Code) Tel No.

15. Preparer's Signature
Genoveva Arellano
16. Preparer's Name (Print)
17. Preparer's Title
5/9/2013
18. Date
(909) 627-2974
19. (Area Code) Tel No

Caltrans to Complete this Section

Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:

28. DLAE Name (Print)
29. DLAE Signature
30. Date

Distribution. (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment
(2) Copy – Include in award package sent to Caltrans DLAE (3) Original – Local agency files

CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT "C"

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed **$1,750,183**.

2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml

3. The Consultant will electronically submit an invoice and a hard copy invoice to the City for milestone payments along with documentation evidencing services completed to date. The milestone payment is based on actual time and materials expended in furnishing authorized professional services during the preceding period. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any milestone payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at miab@moval.org or calls directed to (951) 413-3155.

4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the

completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:

   A. Vendor Name, Mailing Address, and Phone Number
   B. Invoice Date
   C. Vendor Invoice Number
   D. City-provided Reference Number (e.g. Project, Activity)
   E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

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EXHIBIT "D"

City of Moreno Valley

SR-60 at Theodore Street Interchange
PA/ED & PS&E

Exhibit "E"
RBF Consulting

ID	CT WBS	Task Name	Start	Finish	Duration	Predecessors	Successors	Free Slack
1	100	Project Management	Mon 7/15/13	Mon 3/30/16	751 days			470 days
2		Project Approval and Environmental Document (PA&ED) Phase	Mon 7/15/13	Fri 2/27/15	425 days			0 days
3	160	Perform Preliminary Engineering Studies and Draft Project Report	Mon 7/15/13	Fri 6/13/14	240 days			0 days
4								
5	160.10	Engineering Studies	Mon 7/15/13	Fri 5/16/14	220 days			0 days
6	160.10.05	Update Project Description/Purpose and Need	Mon 7/15/13	Fri 9/20/13	50 days			60 days
11	160.10.06	Logical Termini/Independent Utility Memorandum	Mon 11/4/13	Fri 3/7/14	70 days			20 days
15	160.10.10	Traffic Study	Mon 7/15/13	Fri 11/29/13	100 days			0 days
27	160.10.15	Update Geometric Plans for Project Alternatives	Mon 10/7/13	Fri 11/1/13	20 days	21,22,179,38,200,325,326,324		0 days
28		Prepare Plans for Project Alternatives	Mon 11/4/13	Fri 11/15/13	10 days	27,223,114,115,48,240,241		0 days
29	160.10.25	Storm Water Data Report (SWDR)	Mon 11/4/13	Fri 3/28/14	85 days			80 days
37	160.10.40	Right of Way Data Sheets	Mon 1/13/14	Fri 5/16/14	90 days			35 days
48	160.10.45	Utility Locations Determined for Preliminary Engineering	Mon 11/18/13	Fri 1/10/14	40 days			35 days
53	160.10.75	Preliminary Materials Report	Mon 11/4/13	Fri 2/21/14	80 days			75 days
61	160.10.80	Updated Geotechnical Information	Mon 11/4/13	Fri 2/21/14	80 days			65 days
62		Preliminary Geotechnical Design Report	Mon 11/4/13	Fri 3/21/14	80 days			95 days
70		Structures Preliminary Geotechnical Design Report	Mon 11/4/13	Fri 1/24/14	60 days			25 days
75	160.10.85	Structures Advanced Planning Study	Mon 11/18/13	Fri 3/7/14	80 days			35 days
83	160.10.95	Update Preliminary TMP	Mon 11/4/13	Fri 12/13/13	30 days	27,33	96	80 days
84	160.10.100	Life Cycle Cost Analysis for Pavement	Mon 12/2/13	Fri 3/21/14	80 days			75 days
92								
93	160.15	Draft Project Report	Mon 11/4/13	Fri 6/13/14	160 days			35 days
94	160.15.05	Update Cost Estimates for Alternatives	Mon 4/7/14	Fri 5/2/14	20 days	27,33,88,78,83,41	123	10 days
95	160.15.10	Fact Sheet for Exceptions to Design Standards (Approved)	Mon 11/4/13	Fri 2/21/14	80 days			95 days
96		Advisory Design Exceptions	Mon 11/4/13	Fri 3/21/14	80 days			95 days
104		Mandatory Design Exceptions	Mon 11/4/13	Fri 3/21/14	80 days			95 days
112	160.15.20	Draft Project Report	Mon 11/4/13	Fri 4/11/14	115 days			60 days
122	160.15.25	Draft Project Report Circulation Review & Approval	Mon 5/19/14	Fri 6/13/14	20 days			35 days
123								
124	165	Perform Environmental Studies and Prepare Draft Environmental Document	Mon 11/4/13	Fri 6/1/14	125 days			0 days
125	165.10	General Environmental Studies	Mon 11/4/13	Fri 5/16/14	140 days			0 days
129	165.10.20	Visual Impact Assessment (VIA)	Mon 12/30/13	Fri 4/18/14	80 days			55 days
131	165.10.25	Noise Study	Mon 11/4/13	Fri 3/21/14	100 days			0 days
132	165.10.26	Noise Abatement Decision Report	Mon 12/30/13	Fri 5/16/14	100 days			45 days
160	165.10.30	Air Quality Study	Mon 11/4/13	Fri 3/7/14	90 days			10 days
170	165.10.60	Location Hydraulic & Floodplain Study Reports	Mon 11/4/13	Fri 2/21/14	80 days			20 days
176	165.10.80	Hazardous Waste ISA	Mon 11/4/13	Wed 2/19/14	78 days			22 days
178	165.15	Biological Studies	Mon 11/4/13	Fri 3/21/14	80 days			20 days
181	165.15.20	Natural Environment Study (NES) Report	Mon 11/4/13	Fri 3/21/14	80 days			20 days
195								
196	165.20	Cultural Resource Studies	Mon 11/4/13	Fri 5/16/14	140 days			25 days
197	165.20.15	Phase 2 Archaeological Studies	Mon 11/4/13	Fri 5/16/14	140 days			25 days
198	165.20.25	Cultural Resource Compliance Consultation Documents	Mon 11/4/13	Fri 5/16/14	140 days			25 days
199	165.20.25.05	Area of Potential Effects/Study Area Maps	Mon 11/4/13	Fri 3/21/14	80 days			25 days
207	165.20.25.15	Historical Property Surveys Report	Mon 11/18/13	Fri 5/16/14	130 days			25 days
217								
218	165.25	Draft Environmental Document	Mon 12/30/13	Fri 6/1/14	155 days			0 days
219	165.25.05	Draft Environmental Document Analysis	Mon 12/30/13	Fri 6/20/14	125 days			0 days

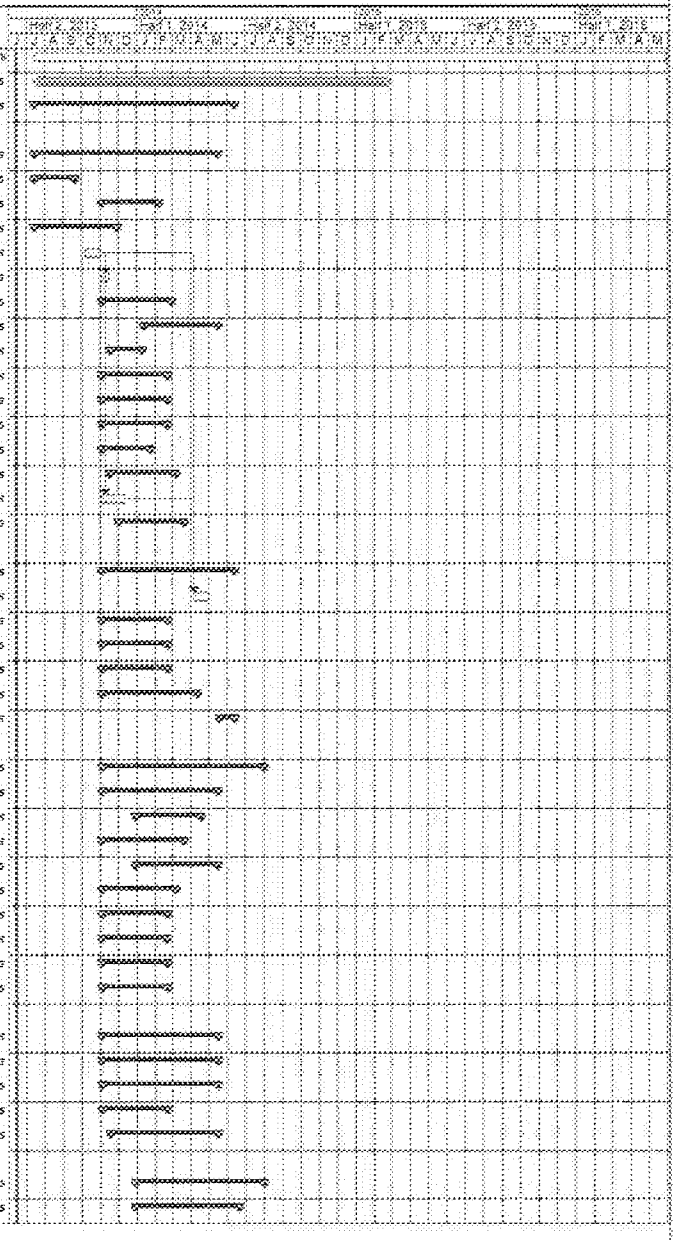

Project: SR-60 at Theodore St IC
Date: Thu 6/13/13

Task | Progress | Milestone | Summary | Rolled Up Task | Rolled Up Milestone | Rolled Up Progress | Split | External Tasks | Project Summary | Group By Summary | Caltrans Activity | Caltrans Progress Task | FHWA Activity | FHWA Progress | Native American Activity | Native American Progress | SHPO Activity | SHPO Progress | FWS Activity | FWS Progress | City Activity | City Progress

City of Moreno Valley

SR-60 at Theodore Street Interchange
PA/ED & PS&E

Exhibit "E"
RBF Consulting

ID	CT WBS	Task Name	Start	Finish	Duration	Predecessors	Successors	Free Slack
228	155.25.20	Environmental Quality Control & Other Reviews	Mon 6/23/14	Fri 8/1/14	30 days			0 days
233								
234	175	Circulate Draft Environmental Document and Select Preferred Project Alternat	Mon 12/30/13	Fri 9/26/14	195 days			10 days
235	175.05	Draft Environmental Document (DED) Circulation	Mon 12/30/13	Sun 9/31/14	175 days			0 days
236	175.05.05	Master Distribution and Invitation Lists	Mon 12/30/13	Fri 6/20/14	125 days			20 days
244	175.05.10	Notices Regarding Public Hearing & Availability of DED	Mon 5/5/14	Fri 8/1/14	65 days			0 days
252	175.05.15	Draft IS/EA Publication and Circulation	Fri 8/1/14	Sun 8/31/14	30 edays	250,251 15+10 days,265,276,292		0.63 edays
253	175.10	Public Meeting	Mon 9/18/14	Mon 9/18/14	1 day	252SS+10 days	255,265,276,292	9 days
254	175.15	Public Comment Responses and Correspondence	Mon 9/1/14	Fri 9/26/14	20 days			10 days
259								
260	175.20	Preferred Project Alternative	Fri 9/26/14	Fri 9/26/14	0 days	258	268,293,294	0 days
261								
262	180	Prepare and Approve Project Report and Final Environmental Document	Fri 2/21/14	Fri 2/27/15	265 days			135 days
263	180.05	Final Project Report	Mon 9/1/14	Fri 2/27/15	130 days			0 days
275								
276	180.10	Final Environmental Document (FED)	Fri 2/21/14	Fri 2/13/15	255 days			135 days
305								
306	180.15	Completed Environmental Document	Mon 11/17/14	Fri 1/30/15	55 days			816 days
318								
319								
320								
321		PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)	Mon 11/4/13	Mon 5/19/15	661 days			30 days
322	185	Prepare Base Maps and Plan Sheets	Mon 11/4/13	Fri 12/5/14	285 days			20 days
323	185.10	Surveys and Photogrammetric Mapping for Design	Mon 11/4/13	Fri 5/30/14	150 days			20 days
344								
345	185.15	Preliminary Design	Mon 1/27/14	Fri 12/5/14	225 days			30 days
346		Geometric Approval Drawings	Mon 1/27/14	Fri 7/11/14	130 days			30 days
359		Supplemental Fact Sheet for Exceptions to Design Standards	Mon 7/14/14	Fri 12/5/14	105 days			220 days
369								
370	185.20	Engineering Reports	Mon 5/19/14	Fri 8/8/14	60 days			100 days
379								
380	185.25	Right of Way Requirements Determination	Mon 5/19/14	Fri 9/19/14	90 days			55 days
381		Prepare Right of Way Requirements Map	Mon 5/19/14	Fri 9/19/14	90 days			55 days
391								
392	200	Coordinate Utilities	Mon 9/1/14	Fri 12/25/15	345 days			60 days
393	200.05	Preliminary Utility Verification	Mon 9/1/14	Fri 11/7/14	90 days			60 days
396	200.10	Utility Locations (Potholing) Determination and Prepare Conflict Maps	Mon 10/27/14	Fri 3/20/15	105 days			60 days
399	200.15	Approved Utility Relocation Plan	Mon 3/23/15	Fri 7/10/15	80 days			60 days
422	200.20	Utility Relocation Package	Mon 5/18/15	Fri 12/25/15	160 days			0 days
423		Prepare Relocation Notices	Mon 5/18/15	Fri 12/25/15	160 days			0 days
432		Prepare Utility Agreements	Mon 5/18/15	Fri 9/21/15	70 days			90 days
440								
441	205	Obtain Permits, Agreements, And Route Adoptions	Mon 1/12/15	Fri 6/26/15	120 days			105 days
442	205.30	Prepare and Execute Maintenance Agreement	Mon 1/12/15	Fri 6/26/15	120 days			105 days
451	205.35	Prepare and Execute Cooperative Agreement for Construction	Mon 1/12/15	Fri 6/26/15	120 days			105 days
460	210	Prepare Preliminary Structures Design Data	Mon 5/19/14	Fri 10/31/14	120 days			50 days
461	210.05	Preliminary Structures Design Data	Mon 5/19/14	Fri 10/31/14	120 days			50 days
469								
470	220	Perform Right of Way Engineering	Mon 7/28/14	Fri 12/5/14	95 days			855 days

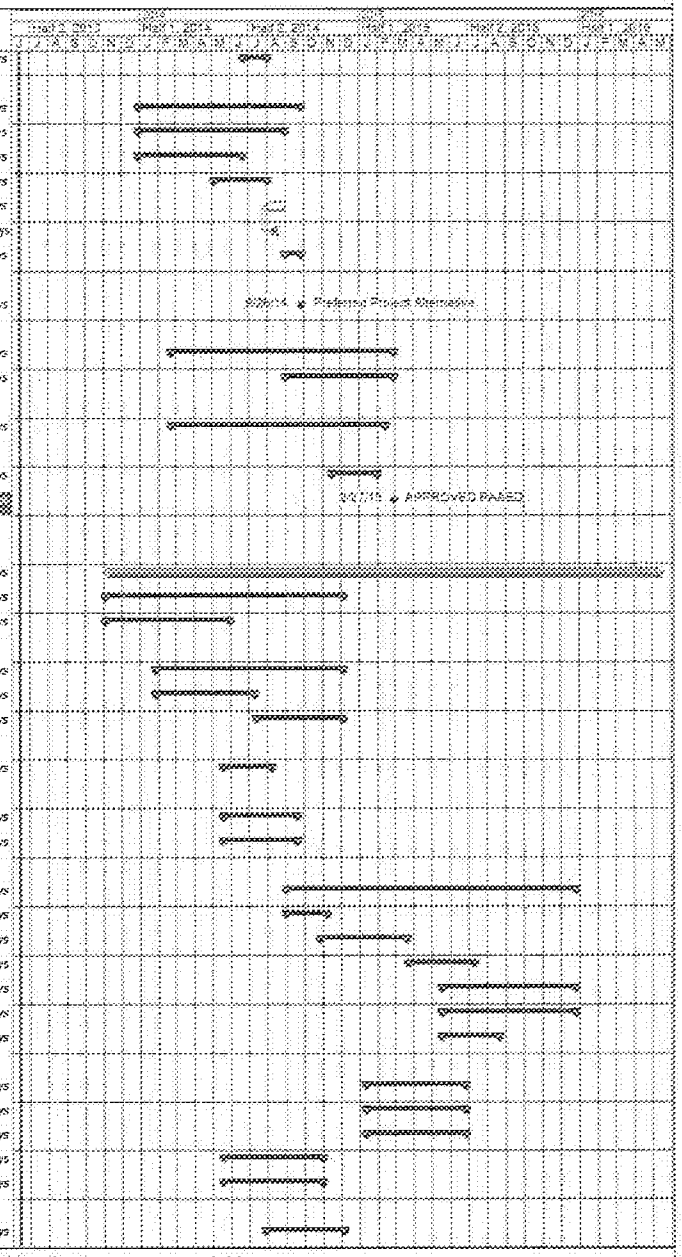

Project: SR-60 at Theodore St IC
Date: Thu 8/15/13

Task | Progress | Milestone | Summary | Rolled Up Task | Rolled Up Milestone | Rolled Up Progress | Split | External Tasks | Project Summary | Group By Summary | Caltrans Activity | Caltrans ProgressTask | FHWA Activity | FHWA Progress | Native American Activity | Native American Progress | SHPO Activity | SHPO Progress | FWS Activity | FWS Progress | City Activity | City Progress

Item No. A.9

City of Moreno Valley

SR-60 at Theodore Street Interchange
PA/ED & PS&E

Exhibit "E"
RBF Consulting

ID	CT WBS	Task Name	Start	Finish	Duration	Predecessors	Successors	Free Slack
471	220.15	Appraisal / Right of Way Maps	Mon 7/28/14	Fri 12/26/14	95 days			336 days
481	230.20	Acquisition Document	Mon 7/28/14	Fri 12/5/14	95 days			356 days
491	225	Obtain Right of Way Interests For Project Right of Way Certification	Mon 9/22/14	Fri 11/6/15	295 days			0 days
496								
496	230	Prepare Draft 60% PS&E	Mon 5/12/14	Fri 11/28/14	120 days			20 days
497	230.05	Draft Roadway Plans	Mon 5/12/14	Fri 10/3/14	80 days			20 days
513	230.10	Draft Highway Planting Plans	Mon 9/8/14	Fri 10/10/14	25 days			40 days
520	230.15	Draft Traffic Plans	Mon 7/14/14	Fri 10/3/14	60 days			45 days
524	230.20	Prepare Traffic Management Plan	Mon 9/8/14	Fri 11/7/14	45 days	510	551,527,528	0 days
525	230.25	Draft Utility Plans	Mon 7/14/14	Fri 7/25/14	10 days	501	551,527,528	75 days
526	230.30	Preliminary Drainage Plans	Mon 5/12/14	Fri 10/3/14	20 days	505	551,527,528	25 days
527	230.35	Draft Specifications	Mon 11/10/14	Fri 11/28/14	15 days	18,519,521,522,523,524,525	551	0 days
528	230.40	Draft PS&E Quantities and Estimates	Mon 11/10/14	Fri 11/28/14	15 days	18,519,521,522,523,524,525	551	0 days
529								
530	240	Prepare Draft Structures PS&E	Mon 10/6/14	Fri 3/20/15	100 days			40 days
539	245	Prepare Final Structures PS&E	Mon 3/23/15	Fri 10/9/15	115 days			50 days
548								
549	255	Circulate, Review, And Prepare Final District PS&E Package	Mon 12/1/14	Fri 12/25/15	280 days			0 days
550	255.05	Circulate & Review Draft District PS&E Package	Mon 12/1/14	Fri 3/13/15	75 days			20 days
560	255.10	Update PS&E Package	Mon 3/23/15	Fri 9/14/15	125 days			20 days
575	255.20	Prepare Final District PS&E Package	Mon 8/17/15	Fri 11/27/15	75 days			20 days
587								
588								
589	255.35	Construction Staking Package and Control	Mon 8/17/15	Fri 11/27/15	75 days			20 days
595	255.40	Resident Engineer's Pending File	Mon 8/17/15	Fri 11/27/15	75 days			20 days
601	255.65	Right of Way Certification Documentation	Mon 11/9/15	Fri 12/25/15	35 days			0 days
607	260.70	Environmental Certification at RTI.	Mon 7/6/15	Fri 9/11/15	50 days			75 days
614								
615	265	Contract Bid Documents "Ready to List"	Fri 9/25/15	Fri 11/27/15	45 days			20 days
621								
622								
623	266	Awarded and Approved Construction Contract	Mon 12/28/15	Mon 8/14/16	161 days			0 days
630								
631	270	Construction	Tue 5/17/16	Mon 8/19/18	24 mons	628		0 mons

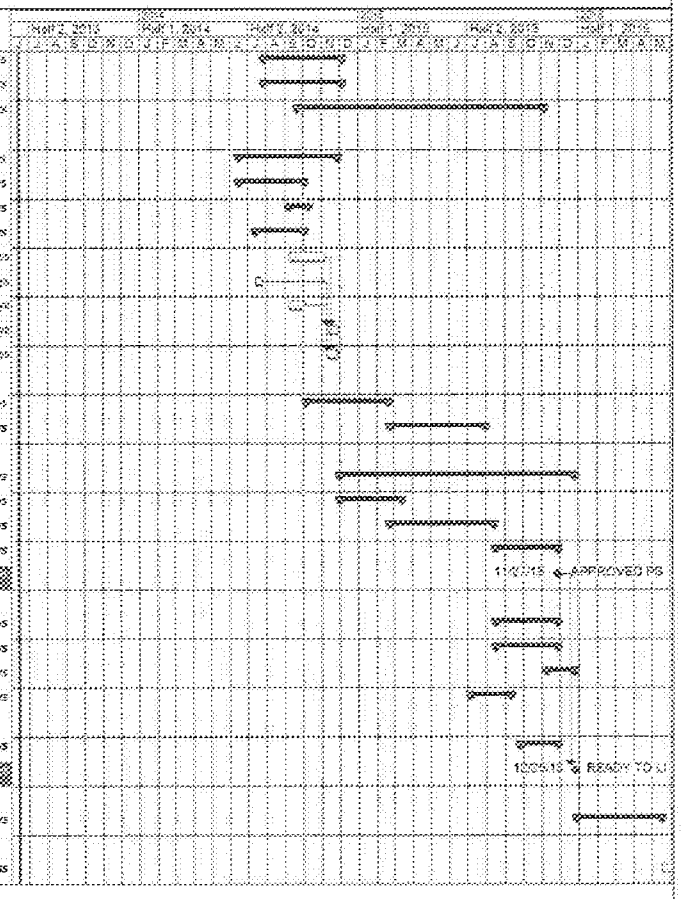

Project: SR-60 at Theodore St IC
Date: Thu 6/13/13

Task		Rolled Up Task		External Tasks		Caltrans Progress Task		Native American Progress		PWR Progress	
Progress		Rolled Up Milestone		Project Summary		FHWA Activity		SHPO Activity		City Activity	
Milestone		Rolled Up Progress		Group By Summary		FHWA Progress		SHPO Progress		City Progress	
Summary		Split		Caltrans Activity		Native American Activity		PWR Activity			

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E. Public Works Director/City Engineer

AGENDA DATE: July 9, 2013

TITLE: AUTHORIZATION OF GRANT APPLICATION SUBMITTALS FOR CYCLE 6 OF THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

RECOMMENDED ACTION

Recommendation:

1. Authorize the submittal of grant applications for Cycle 6 of the Highway Safety Improvement Program (HSIP).

BACKGROUND

On April 29, 2013, Caltrans published the Call for Projects for the sixth cycle of the HSIP. Approximately $150 million will be allocated under this program. The grant applications are due Friday, July 26, 2013.

DISCUSSION

HSIP eligible projects must enhance roadway safety and be consistent with California's Strategic Highway Safety Plan (SHSP). Projects will be prioritized in descending order, statewide, using a benefit/cost (B/C) ratio comparison.

Staff recommends submittal of the following project applications in response to the call for projects:

1. *Improvements at Alessandro Boulevard/Chagall Court and Alessandro Boulevard/Graham Street.* This project would provide safety improvements at two intersections located within a quarter-mile of each other. At Alessandro Boulevard and Chagall Court, the raised median would be modified to preclude left turns. At Alessandro Boulevard and Graham Street, the traffic signal would be modified to eliminate median-mounted traffic signal indications, eliminate the eastbound free right-turn lane, and provide dilemma zone detection to reduce rear-end collisions.
2. *Cross gutter removal and traffic signal improvements at Perris Boulevard and Cactus Avenue.* This project would remove the cross gutters at Perris Boulevard and Cactus Avenue, and provide advanced dilemma-zone protection for the intersection to reduce rear-end collisions.
3. *Citywide pedestrian countdown indications, pushbuttons, and Safe Routes to School program.* This project would fund the procurement and installation of pedestrian countdown indications for all signalized intersections not already so equipped, would furnish ADA-compatible pushbuttons with the proper placards to match the countdown indications, and would fund a program to encourage walking to school for a two-year period.

City staff requests authorization of the proposed applications pursuant to the City's grant policy.

ALTERNATIVES

1. Authorize the submittal of grant applications for the Highway Safety Improvement Program (HSIP) as shown. *This alternative will provide for potential federal funding of the proposed improvements.*

2. Do not authorize the submittal of grant applications for the Highway Safety Improvement Program (HSIP). *This alternative will not provide for the funding opportunity for the proposed improvements.*

FISCAL IMPACT

Caltrans is soliciting applications for the sixth cycle of HSIP. The maximum federal reimbursement ratio for any HSIP project is 90% with a maximum reimbursement of $1.5 million per project.

The total estimated cost for the proposed HSIP projects is $2,130,000. The applications, if successful, would require match funding in the amount of $213,000. The City could receive a maximum of $1,917,000 in reimbursement for approved projects under the

HSIP. Dedicated funding sources, including Measure A, DIF Arterials, or Gas Tax, would be used for the local match. There would be no impact to the General Fund.

Improvements at Alessandro Boulevard/Chagall Street and Alessandro Boulevard/Graham Street:

ESTIMATED PROJECT REVENUE

HSIP Cycle 6 Application	$618,300
City Participation*	$68,700
Total Project Budget	**$687,000**

*—City Funding Source would be Measure A, DIF Arterials, or Gas Tax

ESTIMATED PROJECT COSTS

Design	$104,000
Construction & Construction Administration	$583,000
Estimated Total Project Cost	**$687,000**

Cross Gutter Removals and Traffic Signal Improvements at Perris Boulevard and Cactus Avenue:

ESTIMATED PROJECT REVENUE

HSIP Cycle 6 Application	$740,700
City Participation*	$82,300
Total Project Budget	**$823,000**

*—City Funding Source would be Measure A, DIF Arterials, or Gas Tax

ESTIMATED PROJECT COSTS

Design	$86,000
Construction & Construction Administration	$737,000
Estimated Total Project Cost	**$823,000**

Citywide Pedestrian Countdown Indications, Pushbuttons, and Safe Routes to School Program

ESTIMATED PROJECT REVENUE

HSIP Cycle 6 Application	$558,000
City Participation*	$62,000
Total Project Budget	**$620,000**

*—City Funding Source would be Measure A, DIF Arterials, or Gas Tax

ESTIMATED PROJECT COSTS

Preparation of Bid Documents for Countdown Indications	$30,000
Construction & Construction Administration	$215,000
Safe Routes to School Program	$375,000
Estimated Total Project Cost	**$620,000**

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION
Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential city services, regardless of economic climate.

PUBLIC SAFETY
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

Caltrans has announced a call for the Highway Safety Improvement Program. Staff is requesting authorization to submit the recommended projects as part of Public Works' aggressive pursuit of outside funding to improve the safety and efficiency of Moreno Valley's transportation system.

ATTACHMENTS/EXHIBITS

Attachment 1 - Grant Cost/Benefit Worksheet

Prepared By:
John Kerenyi, P.E.
Senior Engineer

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Eric Lewis, P.E., T.E.
City Traffic Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00210940

GRANT COST/BENEFIT WORKSHEET

Attachment 1

Expenditure Category	Grant Budget	Grant Budget by Fiscal Year	Percent of Grant	Local Match Budget	Local Match by Fiscal Year	Percent of Local Match	Revenue Source Local Match (Description & Account Code)	Total Cost (Grant plus Local Match)	Total Cost by Fiscal Year
Personnel/Title									
		FY			FY				FY
		FY			FY				FY
		FY			FY				FY
		FY			FY				FY
		FY			FY				FY
Subtotal									
Equipment/Technology									
		FY			FY				FY
		FY			FY				FY
		FY			FY				FY
		FY			FY				FY
		FY			FY				FY
Subtotal									
Design/Engineering									
Alessandro/Chagall and Alessandro/Graham	93,600	FY2014/2015	90.00%	10,400	FY2014/2015	10.00%	Measure A/DIF Arterials/Gas Tax	104,000	FY2014/2015
Perris/Cactus	77,400	FY2014/2015	90.00%	8,600	FY2014/2015	10.00%	Measure A/DIF Arterials/Gas Tax	86,000	FY2014/2015
Citywide Countdown/ped pushbuttons/Safe Routes	27,000	FY2014/2015	90.00%	3,000	FY2014/2015	10.00%	Measure A/DIF Arterials/Gas Tax	30,000	FY2014/2015
		FY			FY				FY
		FY			FY				FY
Subtotal									
Construction									
Alessandro/Chagall and Alessandro/Graham	524,700	FY2015/2016	90.00%	58,300	FY2015/2016	10.00%	Measure A/DIF Arterials/Gas Tax	583,000	FY2015/2016
Perris/Cactus	663,300	FY2015/2016	90.00%	73,700	FY2015/2016	10.00%	Measure A/DIF Arterials/Gas Tax	737,000	FY2015/2016
Citywide Countdown/ped pushbuttons/Safe Routes	193,500	FY2015/2016	90.00%	21,500	FY2015/2016	10.00%	Measure A/DIF Arterials/Gas Tax	215,000	FY2015/2016
		FY			FY				FY
		FY			FY				FY
Subtotal									
Other									
Safe Routes To School Program for Application 3 (yr 1)	168,750	FY2014/2015	90.00%	18,750	FY2014/2015	10.00%	Measure A/DIF Arterials/Gas Tax	187,500	FY2014/2015
Safe Routes To School Program for Application 3 (yr 2)	168,750	FY2015/2016	90.00%	18,750	FY2015/2016	10.00%	Measure A/DIF Arterials/Gas Tax	187,500	FY2015/2016
		FY			FY				FY
		FY			FY				FY
		FY			FY				FY
Subtotal									
Grand Total									
Alessandro/Chagall and Alessandro/Graham	93,600	FY2014/2015	90.00%	10,400	FY2014/2015	10.00%	Measure A/DIF Arterials/Gas Tax	104,000	FY2014/2015
Alessandro/Chagall and Alessandro/Graham	524,700	FY2015/2016	90.00%	58,300	FY2015/2016	10.00%	Measure A/DIF Arterials/Gas Tax	583,000	FY2015/2016
Perris/Cactus	77,400	FY2014/2015	90.00%	8,600	FY2014/2015	10.00%	Measure A/DIF Arterials/Gas Tax	86,000	FY2014/2015
Perris/Cactus	663,300	FY2015/2016	90.00%	73,700	FY2015/2016	10.00%	Measure A/DIF Arterials/Gas Tax	737,000	FY2015/2016
Citywide Countdown/ped pushbuttons/Safe Routes	195,750	FY2014/2015	90.00%	21,750	FY2014/2015	10.00%	Measure A/DIF Arterials/Gas Tax	217,500	FY2014/2015
Citywide Countdown/ped pushbuttons/Safe Routes	362,250	FY2015/2016	90.00%	40,250	FY2015/2016	10.00%	Measure A/DIF Arterials/Gas Tax	402,500	FY2015/2016
Total	1,917,000			213,000				2,130,000	

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MV00210942

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: July 9, 2013

TITLE: AUTHORIZATION OF ANNUAL TECHNOLOGY SOFTWARE AND HARDWARE MAINTENANCE PAYMENTS AND WAIVING FORMAL BIDDING AND INSURANCE REQUIREMENTS FOR THESE PAYMENTS

RECOMMENDED ACTION

Recommendations:

1. Waive the formal bidding requirements for technology annual maintenance payments.

2. Waive the insurance requirements for technology annual maintenance payments.

3. Authorize the City Manager to make technology annual maintenance payments to various vendors for an aggregate amount not-to-exceed $850,069 during Fiscal Year 2013-14 according to the schedule (Attachment 1).

BACKGROUND

Consistent with the City's ongoing efforts towards fiscal transparency and accountability, a schedule of technology related annual maintenance payments is presented for the City Council's approval. The City's Purchasing Policy (3.18, Section II) specifies the dollar limit over which purchases must be approved by the City Council. The initial technology purchases which require annual maintenance payments each received City Council approval if the purchase amount exceeded the amount specified in the purchasing policy. The annual maintenance payments, which are approved with the initial purchase, may continue beyond the original contract term if the technology continues to be used in the City. This authorization makes all such payments explicit

and transparent. The "right to use" most technology is contractually tied to the annual maintenance payments.

DISCUSSION

The City's Purchasing Ordinance allows for exceptions to the normal bidding process for materials, supplies, equipment, and services. Sections 3.12.080 and 3.12.250-270 recognize that the City's best interests are served by waiving formal bidding requirements under certain circumstances. The annual maintenance for Technology Services (TS) software, hardware, and off-site maintenance services fall into this category.

There are two reasons why TS annual maintenance payments are incongruent to bidding. Annual maintenance payments are negotiated or purchased as part of the initial equipment or service purchase, per the City's Purchasing Ordinance, but they are budgeted and paid each year. The City does not fund multi-year maintenance payments in advance when the equipment or service does not have a foreseeable termination date. It is not in the City's best interests to attempt to bid such payments annually.

Additionally, many vendors are the sole providers of the support for their products (e.g. software, hardware, and professional services). Many of these sole source providers do not sell directly to customers; they have outsourced all sales functions to Distributors. Thus, technology software, equipment, and maintenance services may appear to have multiple sources but that is an artifact of the manufacturer having outsourced its sales functions. Therefore, the vendors listed in the attached schedule (Attachment 1) should be declared sole source providers per Section 3.12.080 of the City's Purchasing Ordinance.

Waiving the normal insurance requirements for these payments is also requested for two reasons. The first reason is that applicable insurance requirements have already been met for the initial purchase of the software, equipment, and maintenance. Re-occurring payments should not trigger additional insurance requirements; although any insurance requirements necessary for the initial purchase will be kept current. In addition, annual maintenance payments are a continuation of existing software or equipment use, or maintenance services that do not involve vendors coming on-site. Furthermore, none of the vendors listed below stores assets or information for the City so there is no risk of them losing or damaging City assets. Thus the City's usual insurance requirements are not applicable to these payments.

ALTERNATIVES

1. Waive the formal bidding requirements for technology annual maintenance payments.

2. Waive the insurance requirements for technology annual maintenance payments.

3. Authorize the City Manager to make technology annual maintenance payments to various vendors for an aggregate amount not-to-exceed $850,069 during Fiscal Year 2013-14 according to the attached schedule (Attachment 1).

4. Do not waive the formal bidding and insurance requirements nor authorize the technology annual maintenance payments. ***This action would cause the City to cease using its communications, radio, and computer technology.***

5. Provide staff with further direction.

Staff recommends Alternative Nos. 1, 2 and 3.

FISCAL IMPACT

Funding for all technology annual maintenance payments is available in the Technology Services operating budget accounts (7210-30-39-25410-625010, 7210-30-39-25411-625010, 7210-30-39-25412-625010, 7210-30-39-25412-625099, 7210-30-39-25413-625010, 1010-60-65-40010-620930, and 1010-60-65-40010-625010) due to the City Council's approval of the FY 2013-14 budget.

SUMMARY

The right to continue to use technology is typically tied to the continuation of annual maintenance payments for that technology. While all technology purchases requiring City Council approval include annual maintenance costs, these costs may continue beyond the initial purchase contract term if the City continues to use the software. Therefore, the requested authorizations make such payments transparent to the City Council. Due to the unique requirements of technology annual maintenance payments, the requested authorizations also seek the City Council to waive the formal bidding and insurance requirements associated with these technology payments.

ATTACHMENTS

Attachment 1: Schedule of Technology Annual Maintenance Payments

Prepared By:
Steve Hargis
Technology Services Division Manager

Department Head Approval by:
Richard Teichert
Chief Financial Officer

Concurred By:
Suzanne Bryant
City Attorney

Concurred By:
Rix Skonberg
Purchasing Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Schedule of Technology Annual Maintenance Payments

VENDOR NAME	DESCRIPTION	APPROX. COST THIS FISCAL YEAR
A. M. Best Company, Inc.	Insurance Rating software for Risk Management	$533
Accela	Permitting software	$95,595
Active Network	Parks software & Cashiering software	$17,382
Advantage Business Equip.	Check Signer for Finance	$723
Airtight Networks	Wireless Security monitoring	$2,005
Alpha Corp. SIRE	Imaging software	$25,493
American Towers	Box Springs Communications Site (10/1/12 - 9/30/13)	$35,000
APWA Paver	PW Street Paving software	$605
AutoTurn MAP	Transoft Solutions	$800
Avrio RMS	Maintenance and support services.	$98,000
Barracuda	Senior Center Web filter	$1,100
Centurion	PC lockdown software for Library	$300
Cisco	24x7 Maintenance all Cisco Equip	$14,900
Commvault City Hall	Backup software for the City, Library, and PD	$10,990
CompuCom - Adobe Acrobat	Presentation & reporting software, Acrobat, Photoshop, Contribute, Premier Pro	$2,750
CompuCom - MS	MS Enterprise Agreement	$118,000
ComSearch	Microwave Frequency Protection	$792
Data Ticket	Parking Ticket software/service	$1,200
Digital Telecom Corp	AVST Voicemail system	$12,000
DLT Solutions	AutoCAD	$15,128
DNSStuff	DNS tools website	$200
Eagle Aerial Map Co.	GIS imagery and data files	$6,000
ESET	Workstation antivirus	$5,395
ESI Acquisition, Inc.	WebEOC - EOC Situation software & mapping	$9,400
ESRI	GIS software	$44,373
Global Software	Spreadsheet Server/Executive Dash	$6,756

Gruber	Six (18, 12.5, 10KVA) UPS systems	$5,474
HDL Coren & Cone	Property Tax software	$19,305
HDL Software, LLC	Business Licensing and False Fire Alarm software	$13,492
HLP, Inc. (Chameleon)	Animal Control software	$18,464
Hostway	External website hosting	$572
HP SAN Support	Citywide file storage	$18,000
iBoss Web filter	Wireless web filter	$4,000
Idera	SQL Admin Toolset	$60
Iron Mountain	Offsite tape storage	$14,400
Jam Fire Protection	EOC Equipment Room	$1,750
Kiwi Syslog Daemon	Syslog Software for Cisco equipment	$100
Latitude Geographic	GIS hosting + GeoCortex	$1,350
LexisNexis	Time Matters software for City Attorney	$1,790
Mitchell1	City Yard Fleet Maintenance	$1,400
MPulse	Facilities Online Request System	$4,500
Nessus Professional Feed	Nessus security scanning software subscription	$1,200
New World Systems	Logos Support	$127,160
Nexus IS	PBX (Telephone System) and Power Supply Maintenance	$15,000
ONSSI	Video Surveillance at EOC	$4,500
Qualys	External security audit provider	$2,140
Quantum	Tape Library City Hall and PD	$3,210
Retina	Vulnerability assessment	$3,600
Riverside County GIS Data Agreement	Subscription to City Centerline and Parcel Digital Landbase	$3,000
Riverside County RCIT	800-MHz Radio lease	$3,000
Riverside County VPN	VPN access for Code Enforcement	$540
San Bernardino & RS County Fire Equipment	Bi-annual FM-200 Testing in City Hall and MVTV-3 control rooms	$1,400
Shavlik	PC patch updates	$3,760
SolarWinds	Orion & Engineer Edition network monitoring and tools	$1,490
Sonicwall Aventail	VPN for remote access	$1,200
St Bernard	iPrism Web filter at Library	$3,229

TeleMate.Net	Call Accounting Software support	$1,500
Thawte	Server Cert for OWA	$349
TracSystems	Library public print/Internet access	$3,920
TW Telecomm	ISP	$18,600
VMware/Nth	VMware Support	$5,804
Web Helpdesk	HelpDesk	$1,791
Websense	Websense email filtering	$8,851
WildPackets (OmniPeek)	Network Analysis	$3,398
WinZip	File compression & encryption	$1,350

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MV00210950

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Paula Smus, Library Services Division Manager

AGENDA DATE: July 9, 2013

TITLE: ACCEPTANCE OF DONATION IN THE AMOUNT OF $12,214 BY THE MORENO VALLEY FRIENDS OF THE LIBRARY FOR THE MORENO VALLEY PUBLIC LIBRARY

RECOMMENDED ACTION

Recommendations:

1. Accept a monetary donation from the Moreno Valley Friends of the Library in the amount of $12,214.

2. Authorize the increase of $12,214 to the Moreno Valley Library FY 2012-13 operating budget.

3. Renew the annual subscription to BookLetters, which supports the Library's page on the City web site.

BACKGROUND

The City's administrative policy on Donations (Fiscal Policy #3.5) requires that the City Council formally accept all donations whose estimated value exceeds $3,000.

DISCUSSION

On February 6, 2013, the executive board of the Moreno Valley Friends of the Library approved a donation in the amount of $12,214, to be used for the purchase of Moreno Valley Public Library's 2013 Summer Reading Program materials and incentives and

the annual subscription to BookLetters, which supports the Library's page on the City web site.

The Friends of the Library (FOL) adopted its bylaws on Jan 19, 1994. Its mission is to focus public attention on library services, facilities, and needs while working to encourage gifts of books, magazines, desirable collections, endowments and bequests to the organization. The FOL maintains an ongoing used book sale in the Moreno Valley Public Library and regularly donates proceeds to the library, for use in providing programming, supplies and equipment which the library budget might not be able to accommodate.

ALTERNATIVES

The following alternatives are available to the City Council:

1. Accept the monetary donation of $12,214 for the purchase of 2013 Summer Reading Program materials and incentives; authorize the increase of $12,214 to the Moreno Valley Library FY 2012-13 operating budget; and renew the annual subscription to BookLetters, which supports the Library's page on the City web site.

2. Reject the monetary donation of $12,214; do not authorize the increase of $12,214 to the Moreno Valley Library FY 2012-13 operating budget; do not renew the annual subscription to BookLetters, which supports the Library's page on the City website; and provide further direction to staff.

FISCAL IMPACT

Accepting the $12,214 monetary donation will allow the Library to purchase materials and incentives for the popular annual Summer Reading Program and to renew the annual subscription to BookLetters, which supports the Library's page on the City web site. The selected materials and services would be received in Fiscal Year 2012/2013. Accepting the $12,214 donation would enable the Moreno Valley Public Library to fulfill the purpose of the donation as expressed by the donor.

Description	GL Account	Type (Rev/Exp)	FY 12/13 Amended Budget	Proposed Adjustment	FY 12/13 Revised Budget
Marketing Svcs-PR/Promo	5010.18.56.18510.620620	Exp	$0	$8,650	$8,650
Dues and Subscriptions	5010.18.56.18510.625030	Exp	$12,650	$3,564	$16,214
Donations	5010.18.56.18510.580200	Rev	$2,000	$12,214	$14,214

The expenses for these materials and services will be offset by the additional revenue, so there would be no net budgetary impact.

SUMMARY

The Moreno Valley Friends of the Library have approved a donation to the Moreno Valley Public Library in the amount of $12,214. The express purpose of this donation is to purchase materials and incentives for the popular Summer Reading Program and to renew the annual subscription to BookLetters, which supports the Library's page on the City web site.

The City's administrative policy on Donations (Fiscal Policy #3.5) requires that the City Council formally accept all donations whose estimated value exceeds $3,000. Staff recommends that the City Council accept the $12,214 donation to the Moreno Valley Public Library so that staff may fulfill the purpose of the donation as expressed by the donor.

Prepared By:
Paula Smus
Library Services Division Manager

Department Head Approval:
Tom DeSantis
Assistant City Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00210954

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: July 9, 2013

TITLE: AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH ALL-AMERICAN ASPHALT FOR SR-60/NASON STREET INTERCHANGE IMPROVEMENTS – PROJECT NO. 801 0012 70 77

RECOMMENDED ACTION

Recommendations:

1. Authorize a Change Order to increase the existing Purchase Order with All-American Asphalt, in the amount of $39,091 for the SR-60/Nason Street Interchange Improvements.

2. Authorize the City Manager to execute the Change Order to the Purchase Order for All-American Asphalt, in the form attached hereto.

3. Authorize the Public Works Director/City Engineer to execute any subsequent Contract Change Orders to the construction contract with All-American Asphalt up to, but not exceeding, the new increased Purchase Order amount, subject to approval of the City Attorney.

4. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements, punch-list items, and Caltrans acceptance is completed by the Contractor.

5. Authorize the Public Works Director/City Engineer to record the Notice of Completion and accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

BACKGROUND

On January 11, 2011, the City Council awarded the SR-60/Nason Interchange Improvements Project construction contract to All-American Asphalt, and authorized the issuance of Purchase Orders totaling $9,261,009 (the bid amount plus 20% contingency). The All-American contract included construction of interchange ramps, addition of auxiliary lanes on SR-60 at the eastbound on-ramp and the westbound off-ramp, installation of traffic signals at the intersections of Nason Street/westbound ramps/Elder Avenue and Nason Street/eastbound ramps, installation of ramp meter signals on the on-ramps, widening of Nason Street between the eastbound ramps and Fir Avenue, a new sidewalk on the west side of Nason Street, and utility adjustments.

This project lies within the State of California's (Caltrans) jurisdiction and, therefore, was subject to Caltrans procedures and approvals.

DISCUSSION

All-American Asphalt started the work in February 2011. The work was substantially completed in June 2012, with minor long-lead Caltrans electrical materials installed by December 2012. The work was completed within the approved Purchase Order amount. During the course of the work, All-American submitted a Notice of Potential Claim for a differing site condition resulting in out-of-sequence work to import material in the southwest quadrant of the interchange. Upon completion of the work and during project close-out phase, all parties met and ultimately resolved the potential claim, agreeing upon a cost settlement of $40,000 for the differing site condition. All-American has agreed to accept the amount as full compensation and settlement. Because the remaining Purchase Order amount is not sufficient to cover the full amount of the settlement, staff is requesting a $39,091 increase to the Purchase Order. Under federal funding guidelines, the project is eligible to seek additional reimbursement of contingency amounts spent; therefore staff will pursue additional federal funding to obtain reimbursement.

The Public Works Director/City Engineer is requested to accept the work as complete when all contract requirements, punch-list items, and Caltrans acceptance are completed by the Contractor. The City will accept maintenance of the City portions of the project in accordance with the existing City/Caltrans Freeway Maintenance Agreement.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will facilitate completion of the project in a timely manner.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the project closeout and incur more costs to the City.*

FISCAL IMPACT

The project is included in the Fiscal Year 2012/2013 Capital Improvement Program. Because no City match is required, 100% of the project cost is reimbursable from federal funds. There is no impact to the General Fund. The increase to the Purchase Order from $9,261,009 to $9,300,100 will cover the settlement amount.

AVAILABLE FUNDS - FY 2012/2013

Measure A Funds – SR-60/Nason Interchange Improvements (Account 2001-70-77-80001) (Project No. 801 0012 70 77-2001)	$ 286,000
Total	$ 286,000

CONSTRUCTION COSTS – FY 2012/2013

Requested increase in P.O. for All-American Asphalt	$ 39,000
Agency and Material Expenses	$ 247,000
Total Estimated Cost	$ 286,000

PROJECT SCHEDULE

Completed Construction	December 2012

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:
Develop a variety of city revenue sources and policies to create a stable revenue base and fiscal policies to support essential city services, regardless of economic climate.

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

All-American Asphalt completed work. During the course of the work, All-American submitted a Notice of Potential Claim. During project close-out, All-American has agreed to a settlement amount. Because the remaining Purchase Order amount is not sufficient to cover the settlement, staff is requesting an increase to the Purchase Order.

Prepared By:
Margery A. Lazarus
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Thomas M. DeSantis, Assistant City Manager

AGENDA DATE: July 9, 2013

TITLE: AGREEMENT FOR AUTOMATED LIBRARY SERVICES DURING FISCAL YEARS 2013/2014 THROUGH 2015/2016

RECOMMENDED ACTION

Recommendation:

1. Approve the Agreement for Automated Library Services between Riverside County Library System and the City of Moreno Valley, for the period July 1, 2013, through June 30, 2016.

BACKGROUND

City policy requires that the City Council approve all expenditures exceeding $100,000.

DISCUSSION

At the time the City assumed control of the Library on July 1, 1998, a contract for the provision of automated library services was entered into with the Riverside County Library System for the period of July 1, 1998 through June 30, 1999. At that time, it was more feasible to contract for this service than to purchase the central site hardware and software, workstations and printers, and accomplish the necessary data conversions. All automation services were provided from a central site in Riverside, just as they continue to be today. Ownership of all computer equipment housed at the Alessandro Boulevard location was transferred to the City of Moreno Valley.

During the past 15 years, library automation service provided by the County of Riverside has been satisfactory, and the contract has been consistently renewed. At this time, staff believes that it is still in the City's best interest to contract with Riverside County for library automation services, rather than providing our own automation.

ALTERNATIVES

The following alternatives are available to the City Council:

1. Approve the agreement for automated library services. **Recommended**

2. Reject the agreement and provide further direction to staff.

FISCAL IMPACT

The fiscal impact is $66,550 per year, for a total for three years of $199,650, which is currently in the budget.

CITY COUNCIL GOALS

Positive Environment: Continuance of this contract will allow for computerized library services to continue uninterrupted at the Library.

SUMMARY

Staff recommends that the City Council approve the Agreement for Automated Library Services between Riverside County Library System and the City of Moreno Valley.

ATTACHMENT

Attachment 1 - Agreement for Automated Library Services

Prepared By:
Paula Smus
Library Services Division Manager

Department Head Approval:
Thomas M. DeSantis
Assistant City Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

AGREEMENT FOR

AUTOMATED LIBRARY SERVICES

(Riverside County Library System and City of Moreno Valley)

This Agreement is made and entered into by and between the COUNTY OF RIVERSIDE ("COUNTY"), and the City of Moreno Valley ("CITY") with respect to the following facts:

A. CITY and COUNTY now wish to enter into an agreement whereby the COUNTY will provide automated library services to the CITY library system.

B. Under this Agreement, CITY will continue to be a customer of COUNTY for various automated library services including reports, maintaining and updating bibliographic, authority, holdings and patron records utilizing various software modules for common access to a shared database.

C. The contract administrator for the Riverside County Library System shall be the administrator on behalf of COUNTY for this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall be July 1, 2013 to June 30, 2016.

2. SCOPE OF WORK: The scope of work is generally described to include the following automated library services:

a. COUNTY will run all Integrated Library System reports required for system operation. Reporting requirements for the CITY shall be similar to those provided for COUNTY branches. COUNTY will allow CITY to create, modify and electronically submit Integrated Library System reports provided the processing time used to generate such reports does not interfere with system operation and response time.

b. COUNTY will allow the addition of new patron and bibliographic records and specified modification of existing records. The CITY's collection, patron, circulation and acquisition records shall be considered the property of the CITY.

c. COUNTY will maintain confidentiality of all patron files and circulation records regardless of the source of inquiry, except as otherwise provided by law. Employees of each party shall have access to such records as provided for the orderly operation of each library; however, such records shall not be made available to anyone else except pursuant to such process, order or subpoena, as may be authorized by law. Any problems or conditions relating to the privacy of

circulation and patron records shall be referred to the CITY and COUNTY library directors for resolution.

d. CITY will be provided with the same access to electronic databases and services as the COUNTY.

e. COUNTY or COUNTY CONTRACTOR shall provide base on-site network connectivity from the library to central automated system servers including Staff administrative and Web catalog and subscription database access. All other maintenance and troubleshooting responsibilities will be divided as agreed upon in Exhibit "A". Up-time will be maintained during all regularly scheduled hours the library is open.

f. Nothing in this Agreement shall be construed as restricting the right of the CITY to make local decisions and set local policies about the administration, management, implementation and control of its own library, library service, and library resources, and to operate according to the policies and rules established by its governing body.

g. COUNTY will appraise CITY of significant policy decisions which directly impact the scope of services provided under this Agreement.

h. COUNTY will act as the paying agent for any CITY collection agency charges incurred under the contract between COUNTY and the contracted collection agency, as set forth in Exhibit A.

All of the above work is more specifically set forth in Exhibit A, which is attached hereto and made a part hereof by this reference.

3. PAYMENT: Payment will be made semi annually and will be made within two weeks of receipt of the billing invoice.

a. The total amount payable to the County for Fiscal Years 2013- 2016 shall not exceed $66,550 per fiscal year.

4. STANDARD OF PERFORMANCE. Each party will perform its duties hereunder in a manner which is consistent with the standards of professional and technical excellence as practiced in library systems in Southern California. In addition, each party will comply with state laws regarding confidentiality with respect to registration and circulation information.

5. MUTUAL HOLD HARMLESS. The parties agree to hold each other, their elected officials, employees, contractors and agents mutually harmless from any and all claims, demands and liability, including attorney's fees, arising from each party's performance of this Agreement except to the extent that such liability is caused by the negligence of the other party.

6. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and all prior negotiations and dealings pertaining to the subject matter hereof shall be deemed merged herein.

7. AMENDMENT. This Agreement shall not be modified except by written consent of the parties.

8. ADMINISTRATION. The Assistant County Executive Officer/EDA, or designee, shall administer this Agreement on behalf of the COUNTY.

9. SEVERABILITY. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

10. TERMINATION. This Agreement may be terminated by either party upon the giving of thirty (30) days written notice to the other party. Upon the failure of either party to comply with a material term of this Agreement, the other party shall provide written notice of the material breach. If the material breach is not corrected or if the dispute is not resolved within 15 days of the receipt of the notice, written notice of immediate termination of this Agreement may be given. The period within which the material breach must be cured may be extended for good cause.

If the City withdraws from the Inland Library Network, it shall be responsible for all expenses relating to the extraction of its data from the Integrated Library System and the transference of that data to another system.

11. ASSIGNMENT. Neither this Agreement nor the duties or obligations under this Agreement shall be assigned by either party without prior written consent of the other party. This does not prohibit COUNTY however from performing its duties or obligations hereunder by way of subcontract.

12. NONDISCRIMINATION. Except as provided in Section 12940 of the California Government Code, during CITY's performance of the contract, CITY shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related hereto, marital status, sex or sexual orientation in the selection and retention of employees and subcontractors and the procurement of materials and equipment. Furthermore, CITY agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

13. NOTICES. All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

CITY OF MORENO VALLEY
14177 Frederick Street
PO Box 88005
Moreno Valley, CA 92552-0805
Attn: Library Director

COUNTY OF RIVERSIDE
3403 Tenth Street, Suite 500
Riverside, CA 92501
Attn: Riverside County Library System

IN WITNESS WHEREOF, COUNTY and CITY have caused this Agreement to be duly executed on this _____ day of _____, 2013.

COUNTY OF RIVERSIDE

By_____
John J. Benoit, Chairman
Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By_____
Deputy

APPROVED AS TO FORM:
Neal Kipnis
County Counsel

By_____
Deputy County Counsel

CITY OF MORENO VALLEY

By_____
Michelle Dawson
City Manager

ATTEST:
Jane Halstead
City Clerk, City of Moreno Valley

By_____
Clerk

APPROVED AS TO FORM:
Suzanne Bryant
City Attorney

By_____
City Attorney

Item No. A.14

EXHIBIT "A"

AGREEMENT between

CITY OF MORENO VALLEY AND RIVERSIDE COUNTY

for the PROVISION OF AUTOMATED LIBRARY SERVICES

City of Moreno Valley and Riverside County agree to the following:

1. County will support City in the same manner as County agencies are supported.

Automation Services to provide the City:

(All incidents, Call-in, Web, Emergency, etc., will be recorded in the tracking system)

- Call-in HelpDesk support from 8 AM to 5 PM Mon-Fri
- Mechanism to report and track incidents 24/7 on a Web based HelpDesk portal
- Emergency support on-call 24/7
- Interface with common systems, communications and databases vendors such as Integrated Library System, AT&T, Verizon, Time Warner, Charter, Gale, etc. to resolve issues.
- Router/Switch required by the Network for interface with Automation Services servers
- Broadband network connection with Automation Services & the Internet
- Training as available from competent County staff

2. County will ensure that resources necessary to produce reports to meet City, County, and State reporting requirements.

Automation Services to provide the City:

Access and necessary training for selected City library staff to employ the Integrated Library Systems tools to produce ad hoc reports to meet ad hoc requirements. In addition to ad hoc reporting capability the following standard reports

Daily

Holds – Phone, Email and Paper notices to customers that items are ready to pick up

Send List – Pull list for library staff to pull items to send to other libraries for interlibrary loan

Fees Paid Report – Identifies and notifying collection agency what fees are paid

Weekly

Overdue – Phone, Email and Paper notices to customers that items are overdue

Bills – Phone, Email and Paper notices to customers re: fees and fines owed above threshold

Delinquency Report – Identifies and sends delinquent accounts to collections agency

Quarterly

CSLA Direct Loan Survey – 2 week sample of Direct Loan Transactions sent to State Library

Interlibrary Loan Claim Report – Interlibrary Loan participation claim sent to State Library

Annual

Annual Bibliostat Statistics Report – Annual statistical report sent to State Library

- Other reports as staff time and machine hours permit including specific reports as rise

3. County will allow the addition of new bibliographic records and modification of existing bibliographic records according to the standards mutually agreed upon in the Inland Library System Technical Advisory Group (ILS-TAG) to which the City will supply a member.

4. City will be provided the same access to electronic databases and services as the County. Currently these include the following all of which can be searched individually, as a full set or a selection set:

    Auralog

    BookLetters

    (Califa) One Click Audio Core Collection

    Gale Chilton's

    Gale Reference Center Gold

    Gale Health and Wellness Resource Center

    Gale Biography

    Gale Literature Resource Center

    OverDrive eBooks

Reference USA

Tuition Funding Sources

Brainfuse

Worldbook Online

5. Library Automation Software modules currently provided include:

Authority Control

Web Public Access Catalog

Z39.50 Version 3 Server

Circulation Control

Collection Agency Interface

Acquisitions and Fund Accounting

Staff Clients

Telephone Notification

Reporting Module

MARC Bib Import/Export Utility

3M Self-Check Interface

OCLC ILL Protocol Interface

Serial Checkin & Control

Academic Reserves

EDI Electronic Ordering

9XX Order Interface (Acquisitions)

6. COUNTY or CONTRACTOR will provide base on-site wide area network (WAN) network equipment maintenance. County will be responsible for maintaining and troubleshooting the telecommunications network from the library application servers in Automation Services to

the City buildings. Uptime will be maintained during all regularly schedule hours library is open.

7. Services and access privileges listed above will be included in the annual service charge. For additional services the City will pay the full cost. Such services may be, but are not limited to:
   - Training above the level done at County libraries
   - Additional software modules that are not used by the County as well as any documentation, training and installation that those modules may require
   - Additional hardware required for City, but not used by County and all fees associated with installation and upgrades

8. Collection Agency Services:

City agrees to pay to County upon presentation of a monthly invoice that percentage of the total collection agency billing which corresponds to the City's percentage of the total system circulation based on the annual circulation for the previous calendar year.

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MV00210970

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: July 9, 2013

TITLE: APPROVAL OF PAYMENT REGISTER FOR APRIL, 2013

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. 2013-63, Approving the Payment Register for the month of April, 2013 in the amount of $17,065,756.74. Resolution No. 2013-XX. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Payment Register for the Month of April, 2013.

DISCUSSION

To facilitate Council's review, the Payment Register lists in alphabetical order all checks in the amount of $25,000 or greater, followed by a listing in alphabetical order of all checks less than $25,000. The Payment Register also includes wire transfers, thus eliminating the need for a separate wire transfer register, as well as the fiscal year-to-date (FYTD) amount paid to each vendor.

FISCAL IMPACT

The disbursements itemized in the attached Payment Register are reflected in the FY 2012-13 budget. Therefore, there is no fiscal impact other than the expenditure of budgeted funds.

ATTACHMENTS

Attachment 1: Proposed Resolution
Attachment 2: Payment Register for Month of April, 2013

Prepared By:
Dena Heald
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Attachment 1

RESOLUTION NO. 2013-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE PAYMENT REGISTER FOR THE MONTH OF APRIL, 2013

WHEREAS, the Financial & Management Services Department has prepared and provided the Payment Register for the period April 1, 2013 through April 30, 2013, for review and approval by the City Council of the City of Moreno Valley; and

WHEREAS, it is in the best interest of the City that the referenced Payment Register be approved.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Payment Register for the period April 1, 2013 through April 30, 2013, in the total amount of $17,065,756.74 is approved.

APPROVED AND ADOPTED this 9th day of July, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-63 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 9th day of July, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

CITY CLERK

Attachment 2

City of Moreno Valley
Payment Register
For Period 4/1/2013 through 4/30/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
AMERICAN ASPHALT SOUTH, INC	216943	04/29/2013	2013-23	CONSTRUCTION CONTRACT - SUNNYMEAD RANCH PKWY	$78,351.25
			2013-15 rev	CONSTRUCTION CONTRACT - SUNNYMEAD RANCH PKWY	
Remit to: FONTANA, CA				FYTD:	$78,351.25
AVRIO GROUP SURVEILLANCE SOLUTIONS, LLC	8879	04/01/2013	2013-1395	CITYWIDE CAMERA SURVEILLANCE PROJECT-PROJECT MILESTONE 2(B)	$225,000.00
Remit to: BUFFALO GROVE, IL				FYTD:	$720,000.00
BMW MOTORCYCLES OF RIVERSIDE	216948	04/29/2013	APRIL 12, 2013	NEW MOTORCYCLES (2)-VIN#S WB1044007DZW22069,WB1044003DZW22070	$55,039.48
Remit to: RIVERSIDE, CA				FYTD:	$55,039.48
C & C GRADING & PAVING, INC	9140	04/29/2013	1630-2	CONSTRUCTION CONTRACT - SIP/KENTLAND, WILSON, KENNY	$102,797.86
Remit to: TEMECULA, CA				FYTD:	$228,704.87
COUNTY OF RIVERSIDE SHERIFF	8914	04/08/2013	SH0000020837	CONTRACT LAW ENFORCEMENT BILLING #7 (12/13/12-1/9/13)	$2,541,551.68
Remit to: RIVERSIDE, CA				FYTD:	$29,664,061.64
COUNTY OF RIVERSIDE SHERIFF	9089	04/22/2013	SH0000021001	CONTRACT LAW ENFORCEMENT BILLING #8 (1/10/13-2/6/13)	$2,755,371.00
Remit to: RIVERSIDE, CA				FYTD:	$29,664,061.64
DDL TRAFFIC INC.	217075	04/29/2013	2617	PURCHASE SPEED CNTRL SIGNS-TRANSPORTATN	$27,815.68
Remit to: CHINO HILLS, CA				FYTD:	$54,450.12
EASTERN MUNICIPAL WATER DISTRICT	216871	04/22/2013	MAR-13 4/22/13	WATER CHARGES	$59,346.24
Remit to: PERRIS, CA				FYTD:	$1,251,298.98

City of Moreno Valley

Payment Register

For Period 4/1/2013 through 4/30/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
EASTERN MUNICIPAL WATER DISTRICT	216957	04/29/2013	APR-13 4/29/13	WATER CHARGES		$25,238.33
			MAR-13 4/29/13	WATER CHARGES		
Remit to: PERRIS, CA					FYTD:	$1,251,298.98
EMPLOYMENT DEVELOPMENT DEPARTMENT	9015	04/05/2013	2013-00000016	CA TAX - STATE TAX WITHHOLDING*		$32,148.41
Remit to: WEST SACRAMENTO, CA					FYTD:	$836,642.59
EMPLOYMENT DEVELOPMENT DEPARTMENT	9191	04/19/2013	2013-00000039	CA TAX - STATE TAX WITHHOLDING*		$31,790.61
Remit to: WEST SACRAMENTO, CA					FYTD:	$836,642.59
ENCO UTILITY SERVICES MORENO VALLEY LLC	8918	04/08/2013	40-286-02	WORK AUTHORIZATION 40-286/FEB13		$386,770.18
			40-256B-09	FEES FOR PROFESSIONAL SERVICES - CACTUS/NASON		
			40-254B-10	FEES FOR PROFESSIONAL SERVICES		
			40-256B-10	FEES FOR PROFESSIONAL SERVICES - CACTUS/NASON		
			0405-1-166R	DISTRIBUTION CHARGES 11/5-12/3/12		
			0402-MF-01442A	SOLAR METER INSTALLATIONS-13297 WEXFORD AVE		
			0402-MF-01441A	SOLAR METER INSTALLATIONS-13533 BAXTER CT		
			40-268B-03	WORK AUTHORIZATION 40-268B/FEB13		
			40-254B-09	FEES FOR PROFESSIONAL SERVICES - CACTUS/NASON		
			40-268B-02	WORK AUTHORIZATION 40-268B/JAN13		
			40-270B-04	WORK AUTHORIZATION 40-270B/JAN13		
			40-286-01	WORK AUTHORIZATION 40-286/JAN13		
			40-247B-04	WORK AUTHORIZATION 40-247B/JAN13		

MV00210976

City of Moreno Valley

Payment Register

For Period 4/1/2013 through 4/30/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
ENCO UTILITY SERVICES MORENO VALLEY LLC	8918	04/08/2013	0405-1-165R	DISTRIBUTION CHARGES 10/7-11/5/12	$386,770.18
			40-284-01	WORK AUTHORIZATION 40-284/FEB13	
			40-268A-06	WORK AUTHORIZATION 40-268A/FEB13	
			40-285-01	WORK AUTHORIZATION 40-285/FEB13	
Remit to: ANAHEIM, CA				FYTD:	$2,158,084.83
ENCO UTILITY SERVICES MORENO VALLEY LLC	9092	04/22/2013	40-257B-01	WORK AUTHORIZATION 40-257B	$186,331.99
			40-279-04	WORK AUTHORIZATION 40-279	
			0405-1-167R	DISTRIBUTION CHARGES/BAD DEBT ALLOWANCE	
			40-272-07	WORK AUTHORIZATION 40-272	
			40-247B-05	WORK AUTHORIZATION 40-247B	
Remit to: ANAHEIM, CA				FYTD:	$2,158,084.83
FALCON ENGINEERING SERVICES, INC.	216937	04/22/2013	2012-07REV	CONSULTING SERVICES, ENGINEERING - SR-60/NASON INTRCHG	$237,794.40
			2012-09-A	CONSULTING SERVICES, ENGINEERING - SR-60/MB PH I	
Remit to: CORONA, CA				FYTD:	$863,545.67
FIDELITY NATIONAL TITLE COMPANY ESCROW	9070	04/15/2013	W130405	ACQUISITION COST & ESCROW FEES-24270 BAY AVE	$127,912.70
Remit to: IRVINE, CA				FYTD:	$256,960.67
FIDELITY NATIONAL TITLE COMPANY ESCROW	9074	04/16/2013	W130409	ACQUISITION COST & ESCROW FEES-14598 ANTILLES DR.	$129,047.97
Remit to: IRVINE, CA				FYTD:	$256,960.67

City of Moreno Valley

Payment Register

For Period 4/1/2013 through 4/30/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
GIBBS, GIDEN, LOCHER,TURNER, SENET & WITTBRODT LLP	9150	04/29/2013	219346-004	LEGAL SVCS-LINEAR PARK BOND SAFEGUARD		$26,007.08
Remit to: LOS ANGELES, CA					FYTD:	$207,686.10
GLOBAL POWER GROUP, INC.	8889	04/01/2013	27547	CONSTRUCTION CONTRACT - EOC FAMILY CARE CENTER		$151,566.75
			27960	CONSTRUCTION CONTRACT - EOC FAMILY CARE CENTER		
Remit to: LAKESIDE, CA					FYTD:	$263,396.66
HILLCREST CONTRACTING, INC	9152	04/29/2013	PB 22234	CONSTRUCTION CONTRACT - PERRIS BLVD. WIDENING		$443,024.46
Remit to: CORONA, CA					FYTD:	$1,874,648.75
INTERNAL REVENUE SERVICE CENTER	9077	04/08/2013	2013-00000014	MEDICARE - MEDICARE TAX WITHHOLDING*		$127,021.67
Remit to: OGDEN, UT					FYTD:	$258,629.27
INTERNAL REVENUE SERVICE CENTER	9190	04/19/2013	2013-00000038	FED TAX - FEDERAL TAX WITHHOLDING*		$127,215.50
Remit to: OGDEN, UT					FYTD:	$258,629.27
KAISER FOUNDATION HOSPITALS, INC.	216926	04/22/2013	PA11-0009	REFUND OF EROSION CONTROL & GRADING SECURITY DEPOSITS		$64,645.20
Remit to: MORENO VALLEY, CA					FYTD:	$64,645.20
KIP INCORPORATED	216574	04/01/2013	6951	CONSTRUCTION RETENTION RELEASE - HEACOCK STREET BRIDGE		$102,000.49
Remit to: MURRIETA, CA					FYTD:	$1,576,683.63
LEIGHTON CONSULTING, INC.	8925	04/08/2013	10710A	CONSULTING SERVICES, GEOTECHNICAL - CACTUS/NASON		$61,513.17
			10957A	CONSULTING SERVICES, GEOTECHNICAL - CACTUS/NASON		

MV00210978

City of Moreno Valley

Payment Register

For Period 4/1/2013 through 4/30/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: IRVINE, CA					FYTD:	$315,586.39
MCCAIN TRAFFIC SUPPLY	216883	04/22/2013	INV0161030	TRAFFIC CONTROLLER-333L 4 DOOR CABINET-4 UNITS		$82,839.25
			INV0160086	TRAFFIC CONTROLLER PARTS		
			INV0160259	CONTROLLER FOR CABINETS - ITS DEPLOYMENT PH I		
Remit to: VISTA, CA					FYTD:	$147,140.01
MORENO VALLEY UTILITY	216963	04/29/2013	7013411-01/MAR13	ELECTRICITY-UTILITY FIELD OFFICE		$56,465.53
			APR-13 4/29/13	ELECTRICITY		
Remit to: HEMET, CA					FYTD:	$661,863.77
NATIONWIDE RETIREMENT SOLUTIONS CP	9064	04/05/2013	2013-00000011	8010 - DEF COMP 457 - NATIONWIDE*		$26,191.39
Remit to: COLUMBUS, OH					FYTD:	$576,413.96
NATIONWIDE RETIREMENT SOLUTIONS CP	9179	04/19/2013	2013-00000033	8010 - DEF COMP 457 - NATIONWIDE*		$26,227.40
Remit to: COLUMBUS, OH					FYTD:	$576,413.96
NOBLE AMERICAS ENERGY SOLUTIONS	9044	04/15/2013	130660002856705	ELECTRIC ENERGY PURCHASE FOR MV UTILITY		$229,073.23
Remit to: PASADENA, CA					FYTD:	$2,784,316.15
NOBLE AMERICAS ENERGY SOLUTIONS	9161	04/29/2013	131070002926474	ELECTRIC ENERGY PURCHASE FOR MV UTILITY		$266,437.27
Remit to: PASADENA, CA					FYTD:	$2,784,316.15
PARSONS TRANSPORTATION GROUP, INC.	8935	04/08/2013	1302A901	CONSULTING SERVICES, ENGINEERING - SR-60/MB PH II		$63,594.75

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
PARSONS TRANSPORTATION GROUP, INC.	8935	04/08/2013	1301A853	CONSULTING SERVICES, ENGINEERING - SR-60/MB PH II		$63,594.75
Remit to: IRVINE, CA					FYTD:	$1,045,113.77
PARSONS TRANSPORTATION GROUP, INC.	9162	04/29/2013	1304A098	CONSTRUCTION SUPPORT - SR-60/NASON OC		$68,918.43
			1304A097	CONSTRUCTION SUPPORT - SR-60/MB PH I		
			1303B478	CONSULTING ENGINEERING SERVICES - SR-60/MB PH I		
			1303B480	CONSULTING ENGINEERING SERVICES - SR-60/NASON OC		
Remit to: IRVINE, CA					FYTD:	$1,045,113.77
PERS HEALTH INSURANCE	9068	04/08/2013	W130401	EMPLOYEE HEALTH INSURANCE		$207,040.22
Remit to: SACRAMENTO, CA					FYTD:	$1,999,355.76
PERS RETIREMENT	9187	04/01/2013	P130315	MISCELLANEOUS SERVICES		$232,767.26
Remit to: SACRAMENTO, CA					FYTD:	$5,146,286.92
PERS RETIREMENT	9188	04/12/2013	P130329	MISCELLANEOUS SERVICES		$229,959.08
Remit to: SACRAMENTO, CA					FYTD:	$5,146,286.92
PERS RETIREMENT	9360	04/25/2013	P130412	PERS RETIREMENT CLASSIC		$227,432.05
Remit to: SACRAMENTO, CA					FYTD:	$5,146,286.92
POWELL CONSTRUCTORS, INC.	9073	04/16/2013	W130408	RETENTION RELEASE PER ESCROW AGREEMENT-INV#3 & #4		$41,360.84
Remit to: FONTANA, CA					FYTD:	$1,484,364.79
POWELL CONSTRUCTORS, INC.	216888	04/22/2013	05	CONSTRUCTION CONTRACT - SR-60/MB PH I		$432,225.29

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CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: FONTANA, CA					FYTD:	$1,484,364.79
PTM GENERAL ENGINEERING SERVICES, INC.	216662	04/08/2013	0226131217	CONSTRUCTION CONTRACT - JFK/LAS BRISIS		$60,335.77
Remit to: RIVERSIDE, CA					FYTD:	$60,335.77
RIV CO FLOOD CONTROL & WATER CONSERVATN	216891	04/22/2013	FC0000013732	FY 2012-13 NPDES COST-SHARING OF CONSULTANT SVCS FOR MS4 PERMIT		$79,084.45
Remit to: RIVERSIDE, CA					FYTD:	$83,308.41
RIVERSIDE CONSTRUCTION COMPANY, INC	9072	04/16/2013	W130407	RETENTION RELEASE PER ESCROW AGREEMENT-INV#1		$46,645.24
Remit to: RIVERSIDE, CA					FYTD:	$1,897,161.21
RIVERSIDE CONSTRUCTION COMPANY, INC	9113	04/22/2013	130301	CONSTRUCTION CONTRACT - SR-60/NASON OC		$964,256.36
Remit to: RIVERSIDE, CA					FYTD:	$1,897,161.21
SHELL ENERGY NORTH AMERICA (US) L.P.	9051	04/15/2013	1183582	ELECTRIC ENERGY PURCHASE FOR MV UTILITY		$448,061.60
Remit to: PHILADELPHIA, PA					FYTD:	$5,203,794.40
SKECHERS	216628	04/01/2013	ACCT 7013669-01	SOLAR INCENTIVE REBATE FOR AUG. 2012 - FEB. 2013		$33,060.65
Remit to: MORENO VALLEY, CA					FYTD:	$33,060.65
SOUTHERN CALIFORNIA EDISON 1	216670	04/08/2013	08-UT-22557	FACILITY RELOCATION FEE - SR-60/MORENO BEACH PH I		$200,392.93
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$2,645,221.80
SOUTHERN CALIFORNIA EDISON 1	216789	04/15/2013	587-9520 MAR-13	ELECTRICITY-FERC CHARGES		$122,367.87

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
SOUTHERN CALIFORNIA EDISON 1	216789	04/15/2013	707-6081 MAR-13	ELECTRICITY		$122,367.87
			721-3449 MAR-13	IFA CHARGES-SUBSTATION		
			MAR-13 4/15/13	ELECTRICITY		
Remit to: ROSEMEAD, CA					FYTD:	$2,645,221.80
SOUTHERN CALIFORNIA EDISON 1	216790	04/15/2013	7500274651	WDAT CHARGES-NANDINA AVE. LOCATION		$30,720.59
			7500278046	RELIABILITY SERVICE-DLAP_SCE_SEES_HV		
			7500274653	WDAT CHARGES-SUBSTATION 115KV INTERCONNECTION		
			7500274650	WDAT CHARGES-GLOBE ST. LOCATION		
			7500274649	WDAT CHARGES-GRAHAM ST. LOCATION		
			7500274648	WDAT CHARGES-IRIS AVE. LOCATION		
			7500274652	WDAT CHARGES-FREDERICK AVE. LOCATION		
Remit to: ROSEMEAD, CA					FYTD:	$2,645,221.80
STANDARD INSURANCE CO	216854	04/15/2013	130401a	LIFE & DISABILITY INSURANCE		$28,316.03
Remit to: PORTLAND, OR					FYTD:	$304,037.46
SULLY- MILLER CONTRACTING CO., INC.	9069	04/10/2013	W130402	RETENTION RELEASE PER ESCROW AGREEMENT-INV#8-SMC		$87,270.24
Remit to: BREA, CA					FYTD:	$17,398,208.72
SULLY- MILLER CONTRACTING CO., INC.	9071	04/16/2013	W130406	RETENTION RELEASE PER ESCROW AGREEMENT-INV#9-SMC & 10-SMC		$139,799.04
Remit to: BREA, CA					FYTD:	$17,398,208.72
THE LEW EDWARDS GROUP	216982	04/29/2013	0002	REVENUE MEASURE FEASIBILITY STUDY		$32,250.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: OAKLAND, CA					FYTD:	$39,402.60
THE UNIVERSITY ENTERPRISES CORPORATION AT CSUSB	216590	04/01/2013	SP0005050	SMALL BUSINESS CONSULTANT SVCS-3RD QTR		$25,000.00
			SP0005051	SMALL BUSINESS CONSULTANT SVCS-4TH QTR		
Remit to: SAN BERNARDINO, CA					FYTD:	$50,000.00
THINK TOGETHER, INC	216934	04/22/2013	111000-12/13-8	ASES PROGRAM MANAGEMENT SERVICES		$444,467.51
Remit to: LOS ANGELES, CA					FYTD:	$3,597,768.13
TRANSTECH ENGINEERS, INC.	216680	04/08/2013	12	CONSULTING SERVICES, INSPECTION - CACTUS/NASON		$54,245.00
Remit to: WALNUT, CA					FYTD:	$447,977.24
TRUGREEN LANDCARE	9121	04/22/2013	7481308	TREE TRIMMING SERVICES-CELEBRATION PARK		$25,137.08
			7481364	TREE TRIMMING SERVICES AT LIBRARY		
			7491309	LANDSCAPE MAINT.-ZONE M		
			7491310	LANDSCAPE MAINT.-ZONE DSG-1		
			7491311	LANDSCAPE MAINT.-ZONE E-16		
			7491313	LANDSCAPE MAINT.-ZONE E-4 & E-4A		
			7491319	LANDSCAPE MAINT.-ZONE S		
			7481343	TREE MAINTENANCE IN CFD #1		
Remit to: RIVERSIDE, CA					FYTD:	$257,027.21
U.S. BANK/CALCARDS	216762	04/08/2013	03-27-13	CALCARD PAYMENT FOR CYCLE END 3/27/13		$144,331.80
Remit to: ST. LOUIS, MO					FYTD:	$1,751,128.32
WELLS FARGO CORPORATE	9182	04/17/2013	W130403	2005 LRB DEBT SVC PAYMENT		$950,147.80

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: LOS ANGELES, CA					FYTD:	$7,997,572.99
WELLS FARGO CORPORATE	9183	04/17/2013	W130404	2007 LRB DEBT SVC PAYMENT		$1,139,758.29
Remit to: LOS ANGELES, CA					FYTD:	$7,997,572.99
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.	216800	04/15/2013	MAR-13 TUMF	TUMF FEES COLLECTED 3/1-3/31/13		$87,276.80
Remit to: RIVERSIDE, CA					FYTD:	$1,316,740.93

TOTAL AMOUNTS OF $25,000 OR GREATER **$15,438,759.14**

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
1ST LIGHT ENERGY, INC	216720	04/08/2013	BL#25135-YR2013	REFUND OF DUPLICATE PAYMENT FOR BL#25135		$67.00
Remit to: MODESTO, CA					FYTD:	$67.00
3SI SECURITY SYSTEMS	216939	04/29/2013	314524	ELECTRONIC SATELLITE PURSUIT CASH TRACKERS FOR PATROL		$16,279.01
Remit to: EXTON, PA					FYTD:	$16,279.01
A/S MARKET CORP	216834	04/15/2013	MV3130213012	REFUND-CITATION OVERPAYMENT		$86.00
Remit to: SAN BERNARDINO, CA					FYTD:	$86.00
A1 PAYDAY ADVANCE, INC	216721	04/08/2013	BL#00075-YR2013	REFUND OF OVERPAYMENT FOR BL#00075		$95.95
Remit to: MORENO VALLEY, CA					FYTD:	$95.95
ABILITY COUNTS, INC	216635	04/08/2013	ACI9837	LANDSCAPE MAINT-CFD #1		$2,065.00
Remit to: CORONA, CA					FYTD:	$20,300.00
ABILITY COUNTS, INC	216940	04/29/2013	ACI9901	LANDSCAPE MAINT-CFD #1		$2,065.00
Remit to: CORONA, CA					FYTD:	$20,300.00
ABLE CARD, LLC	216764	04/15/2013	0031920-IN	PATRON LIBRARY CARDS-BALANCE		$1,162.88
Remit to: AZUSA, CA					FYTD:	$1,162.88
ABRASIVE BLASTING SERVICE	216941	04/29/2013	6371	SANDBLASTING SVCS-TRANSPORTATION		$4,250.00
Remit to: RIVERSIDE, CA					FYTD:	$13,750.00
ACCESS SECURITY CONTROLS INT., INC.	216857	04/22/2013	13-1263	QUARTERLY MONITORING-ERC		$150.00
			13-1264	MONITOR ALARM-SUNNYMD MIDDLE SCHOOL-ASES		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: TEMECULA, CA					FYTD:	$725.00
ACTION DOOR REPAIR CORP.	8876	04/01/2013	85293	REPAIR GATE 7-PSB		$4,695.20
			85188	INSTALL/REPAIR DOOR #1 NEW BARREL-FIRE STN 58		
Remit to: HUNTINGTON PARK, CA					FYTD:	$22,552.03
ACTION DOOR REPAIR CORP.	8908	04/08/2013	85318	REPAIRED ALUMINUM DOOR WO121861-PSB		$1,667.00
Remit to: HUNTINGTON PARK, CA					FYTD:	$22,552.03
ACTION DOOR REPAIR CORP.	9016	04/15/2013	85441	REPAIR LOBBY FIRE DOOR-PSB		$2,340.00
Remit to: ORLANDO, FL					FYTD:	$22,552.03
ACTION DOOR REPAIR CORP.	9133	04/29/2013	85543	REPAIRED RETRACTABLE WALL-SENIOR CNTR		$5,424.45
			85544	INSTALLED REVERSING DOOR EDGES-FIRE STN 91		
Remit to: ORLANDO, FL					FYTD:	$22,552.03
ACTIVE NETWORK, INC., THE	8877	04/01/2013	1006272	PROFESSIONAL SVCS-LOGOS PROJECT		$3,121.97
			11043823	ELECTRONIC DEPOSIT CHECK SCANNERS		
Remit to: SAN DIEGO, CA					FYTD:	$3,121.97
ADAMS, MARK L.	8949	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: REDLANDS, CA					FYTD:	$2,868.57
ADLERHORST INTERNATIONAL INC.	9017	04/15/2013	18003	MONTHLY TRAINING-K-9 IVAN-FEB13		$141.67
Remit to: RIVERSIDE, CA					FYTD:	$5,693.75

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
ADLERHORST INTERNATIONAL INC.	9134	04/29/2013	18226	MONTHLY K-9 TRAINING-DUKE-MAR13		$425.01
			18227	MONTHLY K-9 TRAINING-OZZIE-MAR13		
			18228	MONTHLY K-9 TRAINING-IVAN-MAR13		
Remit to: RIVERSIDE, CA					FYTD:	$5,693.75
ADLERHORST INTERNATIONAL INC.	216551	04/01/2013	18113	DOG FOOD FOR K-9 IVAN		$172.80
Remit to: RIVERSIDE, CA					FYTD:	$5,693.75
ADLERHORST INTERNATIONAL INC.	216765	04/15/2013	18001	MONTHLY TRAINING-K-9 DUKE-FEB13		$283.34
			18002	MONTHLY TRAINING-K-9 OZZI-FEB13		
Remit to: RIVERSIDE, CA					FYTD:	$5,693.75
ADMINSURE	216766	04/15/2013	6304	WORKERS' COMP CLAIMS ADMINISTRATION		$2,600.00
Remit to: DIAMOND BAR, CA					FYTD:	$28,600.00
ADVANCE REFRIGERATION & ICE SYSTEMS, INC	9018	04/15/2013	3284-36324	REPAIRED ICE MACHINE FAN MOTOR-CITY YARD		$370.35
Remit to: RIVERSIDE, CA					FYTD:	$10,011.00
ADVANCED ELECTRIC	216552	04/01/2013	10649	ELECTRICAL REPAIRS-CELEBRATION PARK		$3,066.00
			10583	ELECTRICAL REPAIRS-MARCH FIELD PARK #2		
			10582	ELECTRICAL REPAIR-MARCH FIELD PARK #2		
			10581	ELECTRIC REPAIR-MARCH FIELD PARK #2		
			10577	ELECTRICAL REPAIR-CITY PARK		
			10701	ELECTRICAL REPAIR-CFD #1 COLD CREEK DR		

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ADVANCED ELECTRIC	216552	04/01/2013	10586	ELECTRICAL WORK-ERC		$3,066.00
			10569	ELECTRICAL SVC CALL-SHADOW MOUNTAIN PARK		
			10585	ELECTRICAL WORK-CITY HALL		
Remit to: RIVERSIDE, CA					FYTD:	$32,521.48
ADVANCED ELECTRIC	216636	04/08/2013	10651	ELECTRICAL PUMP HOOKUP-GOLF COURSE		$2,888.00
			01570	CHECKED GENERATOR TRANSFER SWITCH-CITY YARD		
			10549	ELECTRICAL WIRING MODIFICATION-SATELLITE TMC		
			10652	INSTALL HEATERS FOR PUMP-GOLF COURSE		
			10572	ELECTRICAL SERVICE CALL-CRC		
			10643	ELECTRICAL REPAIR-DOOR SLIDER POWER-PSB		
			10587	ELECTRICAL REPAIR-COUNCIL CHAMBERS		
Remit to: RIVERSIDE, CA					FYTD:	$32,521.48
ADVANCED ELECTRIC	216767	04/15/2013	10644	INSTALLATION OF OUTLET AT THE ERC		$729.00
Remit to: RIVERSIDE, CA					FYTD:	$32,521.48
ADVANCED ELECTRIC	216858	04/22/2013	10729	ELECTRICAL WORK-TS		$195.00
Remit to: RIVERSIDE, CA					FYTD:	$32,521.48
ADVANCED ELECTRIC	216942	04/29/2013	10707	ELECTRICAL REPAIRS-RIDGE CREST PARK		$4,921.31
			10734	REPAIRED ELECTRICAL RECEPTACLE-CRC GYM		
			10726	INSTALLED TV WIRE/MOUNT-CITY HALL		
			10719	REPLACED ELECTRICAL BALLESTS/BULBS-ANNEX 4		
			10708	ELECTRICAL REPAIR-REWIRED RECEPTACLE-PSB		
			10712	ELECTRICAL REPAIRS-TOWNGATE PARK		

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ADVANCED ELECTRIC	216942	04/29/2013	10710	ELECTRICAL REPAIR-SOLID WASTE RECYCLNG OFFICE	$4,921.31
			10709	INSTALLED RECEPTACLE-ANNEX 1 BREAKDOWN	
			10725	ELECTRICAL REPAIRS-MARCH BALLFIELD	
Remit to: RIVERSIDE, CA				FYTD:	$32,521.48
ADVANTAGE BUSINESS EQUIPMENT, INC	8909	04/08/2013	16393	CHANGE PAYROLL CHECK SIGNER-LOGOS PAYCHECKS	$329.00
Remit to: SAN DIEGO, CA				FYTD:	$1,621.61
AECOM TECHNICAL SERVICES INC	216553	04/01/2013	37307596 (18)	CONSULTING SERVICES, DESIGN	$13,152.32
Remit to: ONTARIO, CA				FYTD:	$206,501.26
AECOM TECHNICAL SERVICES INC	216637	04/08/2013	37320167 (04)	CONSULTING SERVICES, ENGINEERING - PERRIS BLVD WIDENING	$16,986.69
			37314730 (03)	CONSULTING SERVICES, ENGINEERING - PERRIS BLVD. WIDENING	
			37310169 (02)	CONSULTING SERVICES, ENGINEERING - PERRIS BLVD. WIDENING	
Remit to: ONTARIO, CA				FYTD:	$206,501.26
AEROTEK, INC.	9080	04/22/2013	OC06554267	TEMPORARY LABOR STAFFING-TECH SVCS	$399.23
			OC06571094	TEMPORARY LABOR STAFFING-TECH SVCS	
			OC06587721	TEMPORARY LABOR STAFFING-TECH SVCS	
Remit to: MORENO VALLEY, CA				FYTD:	$21,511.48
AEROTEK, INC.	9135	04/29/2013	OC06504251	TEMPORARY LABOR STAFFING-TECH SVCS	$500.24
Remit to: MORENO VALLEY, CA				FYTD:	$21,511.48
AEROTEK, INC.	216855	04/15/2013	OC06520890	TEMPORARY LABOR STAFFING-TECH SVCS	$885.04
			OC06537563	TEMPORARY LABOR STAFFING-TECH SVCS	

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$21,511.48
AFAF YEHIA	217068	04/29/2013	R13-059752	AS REFUND-ADP,VACS,MC,RAB DEP		$87.00
Remit to: MORENO VALLEY, CA					FYTD:	$87.00
AFECO, INC DBA FIRE ETC	9019	04/15/2013	46488	HEAVY RESCUE EQUIPMENT		$6,172.01
Remit to: SAN DIEGO, CA					FYTD:	$6,172.01
AIR EXCHANGE INC	216768	04/15/2013	30900	PLYMOVENT MAINT/REPAIR-FIRE STN 48		$1,242.50
Remit to: SAN BRUNO, CA					FYTD:	$2,907.43
AIRPORT LAND USE COMMISSION (ALUC)	216769	04/15/2013	MarchEIR2012-MV1	MARCH JPA LAND USE COMPATIBILITY STUDY-1ST INSTALLMENT		$19,000.00
Remit to: RIVERSIDE, CA					FYTD:	$19,000.00
ALAN K. DANDRIDGE	216730	04/08/2013	03262013	REFUND-SPECIAL DISTRICT FEE-FIRE PREVENTN		$13.80
Remit to: RIVERSIDE, CA					FYTD:	$13.80
ALARMCO SECURITY SYSTEMS	216606	04/01/2013	FP03142013	REFUND OVRPYMNT-PLAN CHK/INSPECTN FEES		$78.00
Remit to: REDLANDS, CA					FYTD:	$78.00
ALESSANDRO SMOG TEST ONLY	217000	04/29/2013	BL#21905-YR2013	REFUND OF OVERPAYMENT FOR BL#21905		$83.38
Remit to: HEMET, CA					FYTD:	$83.38
ALEX HERRERA	217030	04/29/2013	1023611	REFUND-RENTAL CANCELLED-CRC		$75.00
Remit to: MORENO VALLEY, CA					FYTD:	$75.00
ALLIANCE RESIDENTIAL CO	216607	04/01/2013	BL#21318-YR2013	REFUND OF OVERPAYMENT #21318		$62.08

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$62.08
ALLIANZ LIFE INSURANCE CO	216859	04/22/2013	2013-00000024	8794 - ALLIANZ - EMPLOYEE*		$75.00
Remit to: PITTSBURGH, PA					FYTD:	$750.00
ALONDRA ALVAREZ	217001	04/29/2013	1023662	REFUND-CANCELLED CONTRACT CLASS		$26.20
Remit to: MORENO VALLEY, CA					FYTD:	$26.20
ALONZO, MELCHOR	216990	04/29/2013	REIMB 3/5-3/8/13	REIMBURSE LODGING COST DURING CPRS CONFERENCE		$686.64
Remit to: YUCAIPA, CA					FYTD:	$1,246.16
AMADOR ESTEVENE	216995	04/29/2013	307	LATIN SOCIETY BAND CONCERT-5/10/13 TOWNGATE PRK		$1,000.00
Remit to: FONTANA, CA					FYTD:	$1,000.00
AMELIS GALINDO	217022	04/29/2013	R13-060008	AS REFUND-ADOPT,VACS,RAB DEP		$54.00
Remit to: PERRIS, CA					FYTD:	$54.00
AMERICAN CLEANERS	217002	04/29/2013	BL#07920-YR2013	REFUND OF OVERPAYMENT FOR BL#07920		$14.04
Remit to: RIVERSIDE, CA					FYTD:	$14.04
AMERICAN FORENSIC NURSES	8878	04/01/2013	62884	BLOOD DRAW SERVICE		$2,382.64
			62909	BLOOD DRAW SERVICE		
Remit to: PALM SPRINGS, CA					FYTD:	$52,930.12
AMERICAN FORENSIC NURSES	9020	04/15/2013	62975	BLOOD DRAW SERVICE		$2,894.52
			62952	BLOOD DRAW SERVICE		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: PALM SPRINGS, CA					FYTD:	$52,930.12
AMERICAN PUBLIC POWER ASSOCIATION	216860	04/22/2013	234924	ANNUAL UTILITY MEMBERSHIP DUES		$5,291.00
Remit to: BALTIMORE, MD					FYTD:	$5,291.00
AMERICAN SOLAR SOLUTION & HOME REMODELING	216722	04/08/2013	BL#25799-YR2013	REFUND OF OVERPAYMENT FOR BL#25799		$67.00
Remit to: NORTH HOLLYWOOD, CA					FYTD:	$67.00
AMTECH ELEVATOR SERVICES	216770	04/15/2013	DVB65903112	WHEELCHAIR LIFT MAINT/REPAIR 1/1/12 TO 6/30/12-CRC		$646.72
			DVB65903711	WHEELCHAIR LIFT MAINT/REPAIR 7/1/11 TO 12/31/11-CRC		
			DVB65909413	ELEVATOR MAINT/REPAIR-EOC		
			DVB05044413	ELEVATOR MAINT/REPAIR-CITY HALL		
Remit to: PASADENA, CA					FYTD:	$3,199.84
ANALISA SANTANA	217058	04/29/2013	#11005246	DUPLICATE PAYMENT		$32.70
Remit to: MORENO VALLEY, CA					FYTD:	$32.70
ANGELA NAILS & SPA	216608	04/01/2013	BL#15492-YR2013	REFUND OF OVER PAYMENT FOR #15492		$93.83
Remit to: MORENO VALLEY, CA					FYTD:	$93.83
ANIMAL EMERGENCY CLINIC, INC.	8910	04/08/2013	394069	AFTER HOURS EMERGENCY VETERINARY SVCS		$70.00
Remit to: GRAND TERRACE, CA					FYTD:	$1,625.00
ANIMAL HEALTH AND SANITARY SUPPLY	216638	04/08/2013	27312	MISC. SUPPLIES-ANIMAL SVCS		$715.57

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$2,957.80
ANIMAL HEALTH AND SANITARY SUPPLY	216944	04/29/2013	27819	MISC SUPPLIES-ANIMAL SVCS		$588.40
Remit to: RIVERSIDE, CA					FYTD:	$2,957.80
ANIMAL PEST MANAGEMENT SERVICES, INC.	9136	04/29/2013	108850	PEST CONTROL-CITY PARKS		$1,525.50
			108851	PEST CONTROL-SCE ESMNT/AQDCT/BIKEWAY		
			108982	PEST CONTROL-GOLF COURSE		
			108962	PEST CONTROL-CFD #1		
			108853	PEST CONTROL-MARCH FIELD CNTR		
			108852	PEST CONTROL-MARCH BALLFIELDS		
Remit to: CHINO, CA					FYTD:	$15,455.00
ANIMAL PEST MANAGEMENT SERVICES, INC.	216759	04/08/2013	107704	PEST CONTROL-MARCH FIELD CNTR		$1,525.50
			107703	PEST CONTROL-MARCH BALLFIELDS		
			107702	PEST CONTROL-SCE ESMNT/AQDCT/BIKEWAY		
			107701	PEST CONTROL-CITY PARKS		
			107817	PEST CONTROL-CFD #1		
			107836	PEST CONTROL-GOLF COURSE		
Remit to: CHINO, CA					FYTD:	$15,455.00
ANNE MARIE RAMIREZ	217051	04/29/2013	LIBRARY REFUND	REFUND OVERPAYMENT OF LIBRARY FEES/FINES		$10.00
Remit to: MORENO VALLEY, CA					FYTD:	$10.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
ARCHIVE MANAGEMENT SERVICE	9081	04/22/2013	0203186	OFF-SITE STORAGE OF CITY RECORDS-APR13		$1,515.17
Remit to: KING OF PRUSSIA, PA					FYTD:	$16,032.01
ARCHIVE MANAGEMENT SERVICE	216554	04/01/2013	0201512	OFF-SITE STORAGE OF CITY RECORDS		$2,668.25
Remit to: KING OF PRUSSIA, PA					FYTD:	$16,032.01
ARROWHEAD WATER	8911	04/08/2013	03C0032567869	WATER PURIFY RNTL UNIT-FINANCE ANNEX		$81.93
Remit to: LOUISVILLE, KY					FYTD:	$6,332.45
ARROWHEAD WATER	9021	04/15/2013	03C0030878268	WATER PURIFY RNTL UNIT-EOC		$194.34
			03C0029115359	WATER PURIFY RNTL UNIT-CRC		
			03C0029115300	WATER PURIFY RNTL UNIT-FACILITIES ANNEX		
			03C0029115243	WATER PURIFY RNTL UNIT-TECH SVCS ANNEX		
			03C0029115177	WATER PURIFY RNTL UNIT-ANIMAL SVCS		
			03C0029115227	WATER PURIFY RNTL UNIT-SDA ANNEX		
Remit to: LOUISVILLE, KY					FYTD:	$6,332.45
ARROWHEAD WATER	9137	04/29/2013	03D0028990919	WATER PURIFY RNTL UNIT-CITY HALL		$412.41
			03D0029648037	WATER PURIFY RNTL UNIT-FIRE STN 91		
			03D0032567869	WATER PURIFY RNTL UNIT-FINANCE ANNEX		
			03D0032414377	WATER PURIFY RNTL UNIT-PSB		
			03D0030878268	WATER PURIFY RNTL UNIT-EOC		
			03D0032389744	WATER PURIFY RNTL UNIT-FIRE STN 99		
			03D0029648052	WATER PURIFY RNTL UNIT-FIRE STN 65		
			03D0029647971	WATER PURIFY RNTL UNIT-FIRE STN 2		
			03D0029647948	WATER PURIFY RNTL UNIT-FIRE STN 48		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
ARROWHEAD WATER	9137	04/29/2013	03D0029647914	WATER PURIFY RNTL UNIT-FIRE STN 6		$412.41
			03D0029115110	WATER PURIFY RNTL UNIT-CITY YARD		
			03D0029115144	WATER PURIFY RNTL UNIT-LIBRARY		
			03D0029647997	WATER PURIFY RNTL UNIT-FIRE STN 58		
Remit to: LOUISVILLE, KY					FYTD:	$6,332.45
ARTISTIC MAINTENACE, INC	216814	04/15/2013	BL#19039-YR2013	REFUND OF OVERPAYMENT FOR B/L#19039		$64.56
Remit to: LAKE FOREST, CA					FYTD:	$64.56
ARTURO DELGADO	216837	04/15/2013	MV1121108021	REFUND-CITATION OVERPAYMENT		$407.50
Remit to: MORENO VALLEY, CA					FYTD:	$407.50
ASSA ABLOY ENTRANCE SYSTEMS US, INC	216609	04/01/2013	BL#19612-YR2013	REFUND OF OVERPAYMENT FOR BL#19612		$82.67
Remit to: MONROE, CA					FYTD:	$82.67
AT&T DIGITAL LIFE, INC	217004	04/29/2013	BL#26029-YR2013	REFUND OF OVERPAYMENT FOR B/L#26029		$75.00
Remit to: NORTH PALM BEACH, FL					FYTD:	$75.00
AT&T MOBILITY	216555	04/01/2013	872455379X030613	MCC CELLULAR PHONE SVC-2/7/13-3/6/13		$91.98
Remit to: CAROL STREAM, IL					FYTD:	$919.63
AT&T MOBILITY	216945	04/29/2013	872455379X040613	MCC CELLULAR PHONE SVC		$91.82
Remit to: CAROL STREAM, IL					FYTD:	$919.63
AT&T/MCI	216556	04/01/2013	4190939	LANDLINE PHONE SVC FOR GTF SATELLITE OFFICE		$184.92

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: CAROL STREAM, IL					FYTD:	$2,028.12
AT&T/MCI	216946	04/29/2013	4274231	LANDLINE PHONE SVC FOR GTF SATELLITE OFFICE		$184.96
Remit to: CAROL STREAM, IL					FYTD:	$2,028.12
AUTOMATED GATE SERVICES, INC	216610	04/01/2013	BL#10931-YR2013	REFUND OF OVERPAYMENT FOR BL#10931		$79.82
Remit to: CORONA, CA					FYTD:	$79.82
AUTOMATIC STOREFRONT SERVICE, INC.	216771	04/15/2013	0015430	INITIAL TRIP CHG-REPAIR AUTOMATIC DOOR-LIBRARY		$157.00
Remit to: CHINO, CA					FYTD:	$1,638.00
AUTOMATIC STOREFRONT SERVICE, INC.	216947	04/29/2013	0015549	REPAIRED AUTOMATIC FRONT DOOR-LIBRARY		$1,481.00
Remit to: CHINO, CA					FYTD:	$1,638.00
AYALA, NANNERL A.	216802	04/15/2013	4/3/13 MILEAGE	MILEAGE REIMBURSEMENT		$23.73
Remit to: RIVERSIDE, CA					FYTD:	$524.32
BACHER, GRACE	216684	04/08/2013	130401	RETIREE MED APR '13		$255.43
Remit to: HEMET, CA					FYTD:	$2,615.37
BAUTISTA, JOSEPH C.	8950	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: FONTANA, CA					FYTD:	$2,868.57
BEACON ECONOMICS, LLC	216861	04/22/2013	2223	ECONOMIC IMPACT & DEMOGRAPHIC ANALYSIS-INITIAL INVOICE		$16,200.00
			2248	ECONOMIC IMPACT & DEMOGRAPHIC ANALYSIS-FINAL INVOICE		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: LOS ANGELES, CA					FYTD:	$16,200.00
BECKY PLAYMAN	217046	04/29/2013	R13-059795	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: RIVERSIDE, CA					FYTD:	$20.00
BELMUDES, DEBRA	8951	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$1,274.92
BEMUS LANDSCAPE, INC.	8912	04/08/2013	240452	LANDSCAPE MAINT-LIBRARY		$16,978.63
			240453	LANDSCAPE MAINT-MVU		
			240454	LANDSCAPE MAINT-TOWNGATE CNTR		
			240455	LANDSCAPE MAINT-TOWNGATE BIKE AQDCT		
			240456	LANDSCAPE MAINT-MVU SUBSTN		
			240457	LANDSCAPE MAINT-PSB		
			240459	LANDSCAPE MAINT-CITY HALL		
			240458	LANDSCAPE MAINT-ANIMAL SVCS		
			240450	LANDSCAPE MAINT-FORMER STARS BLDG		
			240449	LANDSCAPE MAINT-CITY YARD		
			240460	LANDSCAPE MAINT-FIRE STNS		
			240437	LANDSCAPE MAINT-S AQDCT B		
			240448	LANDSCAPE MAINT-ANNEX 1		
			240447	LANDSCAPE MAINT-VETERANS MEMORIAL		
			240451	LANDSCAPE MAINT-CRC		
			240445	LANDSCAPE MAINT-S AQDCT A		
			240444	LANDSCAPE MAINT-INDIAN/FILAREE/FAY BIKE AQDCT		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
BEMUS LANDSCAPE, INC.	8912	04/08/2013	240443	LANDSCAPE MAINT-BAY/JFK AQDCT	$16,978.63
			240442	LANDSCAPE MAINT-PATRIOT PARK	
			240441	LANDSCAPE MAINT-SCE/OLD LAKE DR	
			240440	LANDSCAPE MAINT-SENIOR CNTR	
			240439	LANDSCAPE MAINT-PAN AM/AQDCT LANDSCAPE MAINT	
			240438	LANDSCAPE MAINT-N AQDCT	
Remit to: SAN CLEMENTE, CA				FYTD:	$184,192.36
BEMUS LANDSCAPE, INC.	9082	04/22/2013	241605	LANDSCAPE MAINT-FIRE STNS	$4,174.30
			241604	LANDSCAPE MAINT-CITY HALL	
			241592	LANDSCAPE MAINT-VETERANS MEMORIAL	
			241593	LANDSCAPE MAINT-ANNEX 1	
Remit to: SAN CLEMENTE, CA				FYTD:	$184,192.36
BEMUS LANDSCAPE, INC.	9138	04/29/2013	241595	LANDSCAPE MAINT-FORMER STARS BLDG	$12,804.33
			241583	LANDSCAPE MAINT-N AQDCT	
			241603	LANDSCAPE MAINT-ANIMAL SVCS	
			241602	LANDSCAPE MAINT-PSB	
			241601	LANDSCAPE MAINT-MVU SUBSTN	
			241600	LANDSCAPE MAINT-TOWNGATE BIKE AQDCT	
			241599	LANDSCAPE MAINT-TOWNGATE CNTR	
			241598	LANDSCAPE MAINT-MVU	
			241597	LANDSCAPE MAINT-LIBRARY	
			241596	LANDSCAPE MAINT-CRC	
			241594	LANDSCAPE MAINT-CITY YARD	

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
BEMUS LANDSCAPE, INC.	9138	04/29/2013	241590	LANDSCAPE MAINT-S AQDCT A		$12,804.33
			241589	LANDSCAPE MAINT-INDIAN/FILAREE/FAY BIKE AQDCT		
			241588	LANDSCAPE MAINT-BAY/JFK AQDCT		
			241587	LANDSCAPE MAINT-PATRIOT PARK		
			241586	LANDSCAPE MAINT-SCE/OLD LAKE DR		
			241584	LANDSCAPE MAINT-PAN AM/AQDCT		
			241582	LANDSCAPE MAINT-S AQDCT B		
			241585	LANDSCAPE MAINT-SENIOR CNTR		
Remit to: SAN CLEMENTE, CA					FYTD:	$184,192.36
BEN FU	217021	04/29/2013	R13-058465	AS REFUND-RABIES DEP		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
BENESYST	9022	04/15/2013	0313147	FSA ADMIN COSTS		$416.64
			0313286	COBRA ADMIN FEE		
Remit to: MINNEAPOLIS, MN					FYTD:	$4,496.28
BERNARDO REYES	216931	04/22/2013	1030846	REFUND FOR TOWNGATE		$200.00
Remit to: MORENO VALLEY, CA					FYTD:	$200.00
BEST CALIFORNIA GAS, LTD. #353	217006	04/29/2013	BL#06625-YR2013	REFUND OF OVERPAYMENT FOR B/L#06625		$62.87
Remit to: SANTA FE SPRINGS, CA					FYTD:	$62.87
BEST, BEST & KRIEGER, LLP	9008	04/08/2013	697960	LEGAL SVCS		$67.50
Remit to: RIVERSIDE, CA					FYTD:	$7,482.50

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
BEST, BEST & KRIEGER, LLP	9139	04/29/2013	700042	LEGAL SVCS		$1,440.00
Remit to: RIVERSIDE, CA					FYTD:	$7,482.50
BESTWAY LAUNDRY SOLUTIONS, INC.	216639	04/08/2013	I259703	COMMERCIAL WASHER REPAIRS-ANIMAL SVCS		$358.94
Remit to: CORONA, CA					FYTD:	$358.94
BIO-TOX LABORATORIES	216772	04/15/2013	26518	BLOOD DRAW TOXICOLOGY ANALYSIS		$13,925.59
			26519	BLOOD DRAW TOXICOLOGY ANALYSIS		
			26510	BLOOD DRAW TOXICOLOGY ANALYSIS		
Remit to: RIVERSIDE, CA					FYTD:	$111,872.20
BLAIR, CHERYL	216916	04/22/2013	APR-2013	INSTRUCTOR SVCS-BELLY DANCING CLASS		$81.00
Remit to: RIVERSIDE, CA					FYTD:	$297.00
BMI	216640	04/08/2013	23303134	ANNUAL MUSIC LICENSE-INV#7729277		$1,277.00
Remit to: NASHVILLE, TN					FYTD:	$1,277.00
BOB'S BIG BOY	216815	04/15/2013	BL#21764-2013	REFUND OF OVERPAYMENT FOR B/L#21764		$358.54
Remit to: SAN DIEGO, CA					FYTD:	$358.54
BOX SPRINGS MUTUAL WATER COMPANY	216641	04/08/2013	03272013	WATER USAGE ACCOUNT 721-1 - ZONE E-1		$77.46
Remit to: MORENO VALLEY, CA					FYTD:	$451.50
BRAUN BLAISING MCLAUGHLIN	216642	04/08/2013	14562	LEGAL SVCS-STREETLIGHT RATE CASE-CASL		$3,916.63
			14582	LEGAL SVCS-STREETLIGHT RATE CASE-CASL		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
BRAUN BLAISING MCLAUGHLIN	216642	04/08/2013	14581	LEGAL SVCS-MVU		$3,916.63
Remit to: SACRAMENTO, CA					FYTD:	$55,930.74
BROADSTONE OVERLOOK APARTMENTS	216611	04/01/2013	BL#17423-YR2013	REFUND OF OVERPAYMENT FOR BL#17423		$211.84
Remit to: MORENO VALLEY, CA					FYTD:	$211.84
BRODART CO.	8880	04/01/2013	B2726285	MISC BOOKS-LIBRARY		$221.50
			B2731628	MISC BOOKS-LIBRARY		
			B2733461	MISC BOOKS-LIBRARY		
Remit to: WILLIAMSPORT, PA					FYTD:	$20,614.42
BRODART CO.	9023	04/15/2013	B2714647	MISC BOOKS-LIBRARY		$998.32
			B2719572	MISC BOOKS-LIBRARY		
			B2718011	MISC BOOKS-LIBRARY		
			B2716329	MISC BOOKS-LIBRARY		
			B2695783	MISC BOOKS-LIBRARY		
			B2706997	MISC BOOKS-LIBRARY		
			B2742256	MISC BOOKS-LIBRARY		
			B2740849	MISC BOOKS-LIBRARY		
			B2737182	MISC BOOKS-LIBRARY		
			B2736638	MISC BOOKS-LIBRARY		
			B2718007	MISC BOOKS-LIBRARY		
Remit to: WILLIAMSPORT, PA					FYTD:	$20,614.42
BRODART CO.	9024	04/15/2013	B2711518	MISC BOOKS-LIBRARY		$287.59

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: COLUMBUS, OH					FYTD:	$20,614.42
BRODART CO.	9083	04/22/2013	B2759851	MISC BOOKS-LIBRARY		$2,986.50
			B2753175	MISC BOOKS-LIBRARY		
			B2764929	MISC BOOKS-LIBRARY		
			B2767121	MISC BOOKS-LIBRARY		
			B2761118	MISC BOOKS-LIBRARY		
			B2769286	MISC BOOKS-LIBRARY		
			B2758105	MISC BOOKS-LIBRARY		
			B2756336	MISC BOOKS-LIBRARY		
			B2752068	MISC BOOKS-LIBRARY		
			B2748005	MISC BOOKS-LIBRARY		
			B2744472	MISC BOOKS-LIBRARY		
			B2744463	MISC BOOKS-LIBRARY		
			B2742440	MISC BOOKS-LIBRARY		
			B2731367	MISC BOOKS-LIBRARY		
			B2729791	MISC BOOKS-LIBRARY		
			B2762938	MISC BOOKS-LIBRARY		
			B2752089	MISC BOOKS-LIBRARY		
Remit to: WILLIAMSPORT, PA					FYTD:	$20,614.42
BROOKS, TAMMY	216599	04/01/2013	4/8-4/11/13	TRAVEL PER DIEM-CHAMELEON CONFERENCE		$517.44
Remit to: MORENO VALLEY, CA					FYTD:	$517.44
BUCKINGHAM, STAN	216685	04/08/2013	130401	RETIREE MED APR '13		$318.73

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: TEMECULA, CA					FYTD:	$2,868.57
BY HIS DESIGN, INC	216862	04/22/2013	5448	YOUTH/ADULT SPORT UNIFORMS-RECREATION		$10.00
Remit to: SAN JACINTO, CA					FYTD:	$1,112.03
C P CONSTRUCTION CO., INC.	216557	04/01/2013	1613RETN	CONSTRUCTION RETENTION RELEASE - CORPORATE YARD SEWER IMPRV.		$10,929.75
Remit to: ONTARIO, CA					FYTD:	$218,594.86
CAIN, GREGORY	8952	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: TAMPA, FL					FYTD:	$2,868.57
CALIFORNIA BRIGHT DENTAL	217010	04/29/2013	BL#23245-YR2013	REFUND OF OVERPAYMENT FOR BL#23245		$75.04
Remit to: MORENO VALLEY, CA					FYTD:	$75.04
CALIFORNIA BUILDING STANDARDS COMMISSION	216773	04/15/2013	1ST QTR 2013	SB1473 FEES COLLECTED FOR 1/1-3/31/13		$1,853.10
Remit to: SACRAMENTO, CA					FYTD:	$4,739.40
CALIFORNIA MUNICIPAL UTILITIES ASSOC.	216949	04/29/2013	1578	CMUA 81ST ANNUAL CONFERENCE (APRIL 9-11, 2013)-WEDNESDAY LUNCH		$55.00
Remit to: SACRAMENTO, CA					FYTD:	$7,322.00
CALI'S NAILS & SKIN CARE	216816	04/15/2013	BL#19966-YR2013	REFUND OF OVERPAYMENT FOR BL#19966		$98.29
Remit to: MORENO VALLEY, CA					FYTD:	$98.29
CALVARY CHAPEL OF MORENO VALLEY	217011	04/29/2013	RCT#0321489	REFUND-RENTAL DEPOSIT FOR MOBILE STAGE UNIT		$100.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$100.00
CAMERON CARREON	217012	04/29/2013	R13-058181	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: BEAUMONT, CA					FYTD:	$20.00
CANNON, ANA M.	8953	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: HASLET, TX					FYTD:	$2,868.57
CANON SOLUTIONS AMERICA, INC.	9084	04/22/2013	122109658	COPIER RELOCATION-FROM CITY HALL TO ANNEX 4		$1,080.00
			122109653	COPIER RELOCATION-FROM CITY HALL TO ANNEX 4		
			122109654	COPIER RELOCATION-FROM CITY HALL TO ANNEX 4		
			122109655	COPIER RELOCATION-FROM CITY HALL TO ANNEX 4		
			122109656	COPIER RELOCATION-FROM CITY HALL TO ANNEX 4		
			122109657	COPIER RELOCATION-FROM CITY HALL TO ANNEX 4		
Remit to: BURLINGTON, NJ					FYTD:	$78,973.46
CAROLE KNOX	217036	04/29/2013	R13-059263	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
CASA FOR RIVERSIDE COUNTY, INC.	9085	04/22/2013	JULY 2012	CASA REIMBURSEMENT-CDBG		$1,174.21
Remit to: INDIO, CA					FYTD:	$1,433.60
CATHOLIC CHARITIES	216936	04/22/2013	JULY-DEC 2012	CATHOLIC CHARITIES REIMBURSEMENT-CDBG		$10,465.39
Remit to: SAN BERNARDINO, CA					FYTD:	$10,465.39

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For Period 4/1/2013 through 4/30/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
CEMEX	216774	04/15/2013	9425650466	PORTLAND CEMENT-MAIN/OP'S		$782.75
Remit to: PASADENA, CA					FYTD:	$18,566.93
CEMEX	216863	04/22/2013	9425779428	PURCHASE PORTLAND CEMENT-MAIN/OP'S		$2,157.80
			9425541759	PURCHASE PORTLAND CEMENT-MAIN/OP'S		
			9425673704	PURCHASE PORTLAND CEMENT-MAIN/OP'S		
			9425730247	PURCHASE PORTLAND CEMENT-MAIN/OP'S		
			9425771449	PURCHASE PORTLAND CEMENT-MAIN/OP'S		
Remit to: PASADENA, CA					FYTD:	$18,566.93
CENTERPOINTE BUSINESS PARK PROPERTY O.A.	217013	04/29/2013	PA04-0063	TRUST ACCT DEPOSIT PARTIAL REFUND		$15,000.00
Remit to: TUSTIN, CA					FYTD:	$15,000.00
CENTRAL CITY ENTERPRISES	217014	04/29/2013	BL#01400-YR2013	REFUND OF OVERPAYMENT FOR BL#01400		$67.75
Remit to: RIVERSIDE, CA					FYTD:	$67.75
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	216775	04/15/2013	04-0312111	PRE-EMPLOYMENT PHYSICAL		$1,093.50
			04-0311044	PRE-EMPLOYMENT PHYSICAL		
			04-0311053	PRE-EMPLOYMENT PHYSICAL		
			04-0311052	PRE-EMPLOYMENT PHYSICAL		
			04-0311054	PRE-EMPLOYMENT PHYSICAL		
			04-0311055	PRE-EMPLOYMENT PHYSICAL		
			04-0311060	PRE-EMPLOYMENT PHYSICAL		
			04-0311045	PRE-EMPLOYMENT PHYSICAL		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	216775	04/15/2013	04-0311043	PRE-EMPLOYMENT PHYSICAL	$1,093.50
			04-0311047	PRE-EMPLOYMENT PHYSICAL	
			04-0312026	PRE-EMPLOYMENT PHYSICAL	
			04-0311061	PRE-EMPLOYMENT PHYSICAL	
			01-0323636	PRE-EMPLOYMENT PHYSICAL	
			04-0310993	PRE-EMPLOYMENT PHYSICAL	
			04-0312110	PRE-EMPLOYMENT PHYSICAL	
			04-0311878	PRE-EMPLOYMENT PHYSICAL	
			04-0311059	PRE-EMPLOYMENT PHYSICAL	
			04-0312025	PRE-EMPLOYMENT PHYSICAL	
			04-0310996	PRE-EMPLOYMENT PHYSICAL	
			01-0323614	PRE-EMPLOYMENT PHYSICAL	
			04-0310997	PRE-EMPLOYMENT PHYSICAL	
			04-0309471	PRE-EMPLOYMENT PHYSICAL	
			04-0310992	PRE-EMPLOYMENT PHYSICAL	
			01-0323613	PRE-EMPLOYMENT PHYSICAL	
			01-0323612	PRE-EMPLOYMENT PHYSICAL	
			04-0311042	PRE-EMPLOYMENT PHYSICAL	
			04-0311075	PRE-EMPLOYMENT PHYSICAL	
			04-0311041	PRE-EMPLOYMENT PHYSICAL	
			04-0311040	PRE-EMPLOYMENT PHYSICAL	
			04-0311076	PRE-EMPLOYMENT PHYSICAL	
			04-0311077	PRE-EMPLOYMENT PHYSICAL	
			04-0311078	PRE-EMPLOYMENT PHYSICAL	

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CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	216775	04/15/2013	04-0311058	PRE-EMPLOYMENT PHYSICAL		$1,093.50
			04-0311039	PRE-EMPLOYMENT PHYSICAL		
Remit to: RIVERSIDE, CA					FYTD:	$9,071.00
CERTIFIED CREDIT REPORTING, INC	216864	04/22/2013	109133	CREDIT REPORT SVCS-NP		$39.60
Remit to: ONTARIO, CA					FYTD:	$136.32
CHANCY, CHIZURU	216708	04/08/2013	MAR-2013	INSTRUCTOR SVCS-HAWAIIAN DANCE CLASSES		$168.60
Remit to: MORENO VALLEY, CA					FYTD:	$1,332.00
CHAPMAN, STEVE	216686	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: REDLANDS, CA					FYTD:	$2,868.57
CHAPPELL, ISAAC	8954	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
CHARLENE GOFF	216732	04/08/2013	R13-060493	AS REFUND-LIC 1 SN		$15.00
Remit to: MORENO VALLEY, CA					FYTD:	$15.00
CHICAGO TITLE COMPANY	216817	04/15/2013	B1101195	REFUND-BLDG PERMIT OVERPAYMENT		$187.00
Remit to: SAN BERNARDINO, CA					FYTD:	$187.00
CHRIS J. BRADLEY	217008	04/29/2013	CK#2345	REISSUE UNCLAIMED CK#2345 DTD 8/10/09		$71.24
Remit to: PERRIS, CA					FYTD:	$71.24
CHRISTINA VALLE	217072	04/29/2013	1024690	REFUND FOR DRUMS CLASS		$52.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: PERRIS, CA					FYTD:	$52.00
CINTAS CORPORATION	8881	04/01/2013	150796751	UNIFORM RNTL SVC-ST MAINT		$336.17
			150801297	UNIFORM RNTL SVC-FACILITIES		
			150796752	UNIFORM RNTL SVC-CONCRETE MAINT		
			150801287	UNIFORM RNTL SVC-TRAFFIC SIGNAL		
			150801288	UNIFORM RNTL SVC-ST SIGNS/STRIPING		
			150796747	UNIFORM RNTL SVC-ST TREE MAINT		
			150796749	UNIFORM RNTL SVC-ST SWEEPING		
			150796750	UNIFORM RNTL SVC-DRAIN MAINT		
			150796745	UNIFORM RNTL SVC-GRAFFITI RMVL		
			150796746	UNIFORM RNTL SVC-VEHICLE MAINT		
			150796754	UNIFORM RNTL SVC-GOLF COURSE		
			150796748	UNIFORM RNTL SVC-CFD #1		
			150796741	UNIFORM RNTL SVC-PARK MAINT		
			150796742	UNIFORM RNTL SVC-PURCHASING		
			150792184	UNIFORM RNTL SVC-PURCHASING		
Remit to: ONTARIO, CA					FYTD:	$14,574.13
CINTAS CORPORATION	8913	04/08/2013	150810344	UNIFORM RNTL SVC-ST SIGNS/STRIPING		$772.71
			150805878	UNIFORM RNTL SVC-GRAFFITI RMVL		
			150805879	UNIFORM RNTL SVC-VEHICLE MAINT		
			150805880	UNIFORM RNTL SVC-ST TREE MAINT		
			150805882	UNIFORM RNTL SVC-ST SWEEPING		
			150805883	UNIFORM RNTL SVC-DRAIN MAINT		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
CINTAS CORPORATION	8913	04/08/2013	150805884	UNIFORM RNTL SVC-ST MAINT	$772.71
			150805885	UNIFORM RNTL SVC-CONCRETE MAINT	
			150805877	UNIFORM RNTL SVC-ST SIGNS/STRIPING	
			150810343	UNIFORM RNTL SVC-TRAFFIC SIGNAL	
			150801295	UNIFORM RNTL SVC-ST MAINT	
			150796753	UNIFORM RNTL SVC-FACILITIES	
			150801294	UNIFORM RNTL SVC-DRAIN MAINT	
			150801285	UNIFORM RNTL SVC-PARK MAINT	
			150801292	UNIFORM RNTL SVC-CFD #1	
			150801298	UNIFORM RNTL SVC-GOLF COURSE	
			150801289	UNIFORM RNTL SVC-GRAFFITI RMVL	
			150801290	UNIFORM RNTL SVC-VEHICLE MAINT	
			150805886	UNIFORM RNTL SVC-FACILITIES	
			150801293	UNIFORM RNTL SVC-ST SWEEPING	
			150805876	UNIFORM RNTL SVC-TRAFFIC SIGNAL	
			150801296	UNIFORM RNTL SVC-CONCRETE MAINT	
			150801291	UNIFORM RNTL SVC-ST TREE MAINT	
Remit to: ONTARIO, CA				FYTD:	$14,574.13
CINTAS CORPORATION	9025	04/15/2013	150814839	UNIFORM RNTL SVC-TRAFFIC SIGNAL	$224.74
			150765046	UNIFORM RNTL SVC-FACILITIES	
			150814849	UNIFORM RNTL SVC-FACILITIES	
			150810354	UNIFORM RNTL SVC-GOLF COURSE	
			150814840	UNIFORM RNTL SVC-ST SIGNS/STRIPING	

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
CINTAS CORPORATION	9025	04/15/2013	150810348	UNIFORM RNTL SVC-CFD #1	$224.74
			150810353	UNIFORM RNTL SVC-FACILITIES	
			150805887	UNIFORM RNTL SVC-GOLF COURSE	
			150805881	UNIFORM RNTL SVC-CFD #1	
			150810341	UNIFORM RNTL SVC-PARK MAINT	
			150805874	UNIFORM RNTL SVC-PARK MAINT	
Remit to: ONTARIO, CA				FYTD:	$14,574.13
CINTAS CORPORATION	9086	04/22/2013	150819296	UNIFORM RNTL SVC-VEHICLE MAINT	$997.46
			150814846	UNIFORM RNTL SVC-DRAIN MAINT	
			150801286	UNIFORM RNTL SVC-PURCHASING	
			150814848	UNIFORM RNTL SVC-CONCRETE MAINT	
			150819291	UNIFORM RNTL SVC-PARK MAINT	
			150819298	UNIFORM RNTL SVC-CFD #1	
			150819304	UNIFORM RNTL SVC-GOLF COURSE	
			150819293	UNIFORM RNTL SVC-TRAFFIC SIGNAL	
			150814843	UNIFORM RNTL SVC-ST TREE MAINT	
			150819295	UNIFORM RNTL SVC-GRAFFITI RMVL	
			150814845	UNIFORM RNTL SVC-ST SWEEPING	
			150819297	UNIFORM RNTL SVC-ST TREE MAINT	
			150819299	UNIFORM RNTL SVC-ST SWEEPING	
			150819300	UNIFORM RNTL SVC-DRAIN MAINT	
			150819301	UNIFORM RNTL SVC-ST MAINT	
			150819302	UNIFORM RNTL SVC-CONCRETE MAINT	

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
CINTAS CORPORATION	9086	04/22/2013	150819294	UNIFORM RNTL SVC-ST SIGNS/STRIPING	$997.46
			150814837	UNIFORM RNTL SVC-PARK MAINT	
			150805875	UNIFORM RNTL SVC-PURCHASING	
			150814847	UNIFORM RNTL SVC-ST MAINT	
			150814838	UNIFORM RNTL SVC-PURCHASING	
			150814842	UNIFORM RNTL SVC-VEHICLE MAINT	
			150814844	UNIFORM RNTL SVC-CFD #1	
			150814850	UNIFORM RNTL SVC-GOLF COURSE	
			150810345	UNIFORM RNTL SVC-GRAFFITI RMVL	
			150810347	UNIFORM RNTL SVC-ST TREE MAINT	
			150810349	UNIFORM RNTL SVC-ST SWEEPING	
			150810350	UNIFORM RNTL SVC-DRAIN MAINT	
			150810351	UNIFORM RNTL SVC-ST MAINT	
			150810352	UNIFORM RNTL SVC-CONCRETE MAINT	
			150814841	UNIFORM RNTL SVC-GRAFFITI RMVL	
			150810346	UNIFORM RNTL SVC-VEHICLE MAINT	
			150810342	UNIFORM RNTL SVC-PURCHASING	
Remit to: ONTARIO, CA				FYTD:	$14,574.13
CINTAS CORPORATION	9141	04/29/2013	150828255	UNIFORM RNTL SVC-ST SIGNS/STRIPING	$381.26
			150832739	UNIFORM RNTL SVC-FACILITIES	
			150832729	UNIFORM RNTL SVC-TRAFFIC SIGNAL	
			150832730	UNIFORM RNTL SVC-ST SIGNS/STRIPING	
			150828252	UNIFORM RNTL SVC-PARK MAINT	

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
CINTAS CORPORATION	9141	04/29/2013	150828259	UNIFORM RNTL SVC-CFD #1		$381.26
			150828265	UNIFORM RNTL SVC-GOLF COURSE		
			150823821	UNIFORM RNTL SVC-PARK MAINT		
			150832734	UNIFORM RNTL SVC-CFD #1		
			150832727	UNIFORM RNTL SVC-PARK MAINT		
			150819303	UNIFORM RNTL SVC-FACILITIES		
			150828264	UNIFORM RNTL SVC-FACILITIES		
			150823834	UNIFORM RNTL SVC-GOLF COURSE		
			150823828	UNIFORM RNTL SVC-CFD #1		
			150828254	UNIFORM RNTL SVC-TRAFFIC SIGNAL		
			150823824	UNIFORM RNTL SVC-ST SIGNS/STRIPING		
			150823823	UNIFORM RNTL SVC-TRAFFIC SIGNAL		
			150823833	UNIFORM RNTL SVC-FACILITIES		
Remit to: ONTARIO, CA					FYTD:	$14,574.13
CIRCLE POINT	217015	04/29/2013	1026920	REFUND-EXCESS OF RENTAL-CRC		$25.00
Remit to: SACRAMENTO, CA					FYTD:	$25.00
CITRUS BELT CHAPTER, I.C.C.	216558	04/01/2013	FY2012-13	MEMBERSHIP DUES-ANNE SCHNEIDER		$25.00
Remit to: SAN BERNARDINO, CA					FYTD:	$25.00
CITY OF MORENO VALLEY VEBA TRUST	8882	04/01/2013	130321	EXEMPT VEBA		$1,950.00
Remit to: MORENO VALLEY, CA					FYTD:	$165,717.53

MV00211012

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
CITY OF MORENO VALLEY VEBA TRUST	9087	04/22/2013	130404	EXEMPT VEBA		$9,036.29
			2013-00000025	4020 - EXEC VEBA*		
Remit to: MORENO VALLEY, CA					FYTD:	$165,717.53
CITY OF RIVERSIDE	216865	04/22/2013	00211000	SIX SHARED TRAFFIC SIGNAL COSTS-12/27/11-6/27/12		$11,862.72
			00211455	SIX SHARED TRAFFIC SIGNAL COSTS-6/28/12-12/8/12		
Remit to: RIVERSIDE, CA					FYTD:	$11,862.72
CITY OF TUSTIN	216559	04/01/2013	03182013	MEMBERSHIP-2013 CALPACS		$275.00
Remit to: TUSTIN, CA					FYTD:	$275.00
CIVIL SOURCE, INC.	216776	04/15/2013	1041-306-1	PLAN CHECK SVCS-PM 36207		$1,637.50
Remit to: IRVINE, CA					FYTD:	$44,457.50
CLINICA MEDICA PARA TODOS	216818	04/15/2013	BL#12532-2013	REFUND OF OVERPAYMENT FOR B/L#12532		$70.62
Remit to: MORENO VALLEY, CA					FYTD:	$70.62
COLLINS, COLLINS, MUIR & STEWART, LLP	216950	04/29/2013	181770	LEGAL SVCS-CASE #MV1219		$316.75
Remit to: SOUTH PASADENA, CA					FYTD:	$16,745.95
COLONIAL SUPPLEMENTAL INSURANCE	216600	04/01/2013	7133069-0401521	SUPPLEMENTAL INSURANCE		$7,305.81
Remit to: COLUMBIA, SC					FYTD:	$64,360.21
COMMUNITY ASSISTANCE PROGRAM - CAP	9088	04/22/2013	JAN 2013	CAP FOOD PROGRAM-CDBG		$2,522.64

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$22,005.43
COMMUNITY CONNECT	216866	04/22/2013	NOV-2012	211 CALL CENTER INFO/REFERRAL		$2,109.32
			DEC-2012	211 CALL CENTER INFO/REFERRAL		
			JAN-2013	211 CALL CENTER INFO/REFERRAL		
			FEB-2013	211 CALL CENTER INFO/ REFERRAL		
Remit to: RIVERSIDE, CA					FYTD:	$4,206.46
COMMUNITY HEALTH CHARITIES	216560	04/01/2013	130321	CHC CONTRIBUTIONS		$94.00
Remit to: COSTA MESA, CA					FYTD:	$4,298.00
COMMUNITY HEALTH CHARITIES	216867	04/22/2013	2013-00000026	8725 - CH CHARITY		$94.00
Remit to: COSTA MESA, CA					FYTD:	$4,298.00
COMMUNITY HEALTH CHARITIES	216912	04/22/2013	2013-00000004	8725 - CH CHARITY		$94.00
Remit to: COSTA MESA, CA					FYTD:	$4,298.00
COMPEX LEGAL SERVICES, INC.	216561	04/01/2013	19807714	DEFENSE COSTS-KATELYN BALVANEDA		$128.70
Remit to: TORRANCE, CA					FYTD:	$2,283.42
CONTINENTAL WESTERN TRANSPORTATION	216868	04/22/2013	0104784-IN	ASPHALTIC MATERIAL-SURFACE RECYCLING-MAIN/OPS		$4,595.71
Remit to: SAN DIEGO, CA					FYTD:	$9,665.11
CONTINUING EDUCATION OF THE BAR	216777	04/15/2013	10121834	BOOKS, PUBLICATIONS & AUDIOVISUAL-LAW LIB.		$354.86
			10115620	BOOKS/PUBLICATIONS-LAW LIBRARY		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: OAKLAND, CA					FYTD:	$1,626.57
CONTINUING EDUCATION OF THE BAR	216951	04/29/2013	10126878	BOOKS, PUBLICATIONS & AUDIOVISUAL-LAW LIBRARY		$211.18
Remit to: OAKLAND, CA					FYTD:	$1,626.57
CONTRACT CARPET CORP	216612	04/01/2013	BL#14603-YR2013	REFUND OF OVERPAYMENT FOR BL#14603		$79.19
Remit to: ANAHEIM, CA					FYTD:	$79.19
CONTRERAS, SANDRA E.	216991	04/29/2013	4/25/13 MILEAGE	MILEAGE REIMBURSEMENT - VISIO 2010 TRAINING CLASS/SAN DIEGO		$90.15
Remit to: MORENO VALLEY, CA					FYTD:	$306.60
COSTCO	216643	04/08/2013	19462	SNACK SUPPLIES FOR SKATE PARK		$73.02
Remit to: MORENO VALLEY, CA					FYTD:	$14,025.35
COSTCO	216869	04/22/2013	19490	MISC SUPPLIES-A CHILDS PLACE		$1,791.81
Remit to: MORENO VALLEY, CA					FYTD:	$14,025.35
COSTCO	216952	04/29/2013	19514	SNACK SUPPLIES FOR SKATE PARK		$426.05
Remit to: MORENO VALLEY, CA					FYTD:	$14,025.35
COUNSELING TEAM, THE	216562	04/01/2013	20892	EMPLOYEE ASSISTANCE PROGRAM-HR		$1,250.00
Remit to: SAN BERNARDINO, CA					FYTD:	$15,600.00
COUNSELING TEAM, THE	216953	04/29/2013	20999	EMPLOYEE ASSISTANCE SVCS		$1,250.00
Remit to: SAN BERNARDINO, CA					FYTD:	$15,600.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
COUNTRY SQUIRE ESTATES	216644	04/08/2013	FEB 2013	REFUND-UUT EXEMPT RESIDENTS		$84.25
Remit to: ONTARIO, CA					FYTD:	$934.50
COUNTRY SQUIRE ESTATES	216778	04/15/2013	FEB 2013a	REFUND-UUT EXEMPT RESIDENTS		$162.51
			MARCH 2013	REFUND-UUT EXEMPT RESIDENTS		
Remit to: ONTARIO, CA					FYTD:	$934.50
COUNTY OF RIVERSIDE - RMAP	216563	04/01/2013	9990023000-1301	VPN CONNECTION FOR CODE ENFORCEMENT		$57.68
			9990170000-1302	VPN CONNECTION FOR CODE ENFORCEMENT		
			9990170000-1301	VPN CONNECTION FOR CODE ENFORCEMENT		
			9990023000-1302	VPN CONNECTION FOR CODE ENFORCEMENT		
Remit to: RIVERSIDE, CA					FYTD:	$602,504.18
COUNTY OF RIVERSIDE - RMAP	216564	04/01/2013	APR8-12/PEARSON	REGISTR. FEE FOR MOTOR VEH. INSPECTION/T.C.I. COURSE		$347.00
Remit to: RIVERSIDE, CA					FYTD:	$602,504.18
COUNTY OF RIVERSIDE - RMAP	216565	04/01/2013	SH0000021020	LAW ENFORCEMENT SVCS/JAG GRANT 2010-EXTRA DUTY/RANCHO VERDE FTBL		$2,960.38
Remit to: MORENO VALLEY, CA					FYTD:	$602,504.18
COUNTY OF RIVERSIDE - RMAP	216645	04/08/2013	9990085000-1302	RADIO COMM. SERVICES FOR PD MOTORCYCLES		$983.50
Remit to: RIVERSIDE, CA					FYTD:	$602,504.18
COUNTY OF RIVERSIDE - RMAP	216646	04/08/2013	SH0000020818	LAW ENFORCEMENT SVCS/JAG GRANT 2010 - BP #06		$17,643.12
			SH0000020819	LAW ENFORCEMENT SVCS/JAG GRANT 2010 - BP #07		
Remit to: MORENO VALLEY, CA					FYTD:	$602,504.18

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
COUNTY OF RIVERSIDE - RMAP	216870	04/22/2013	SH0000021024	LAW ENFORCEMENT SVCS/JAG GRANT 2010-EXTRA DUTY/RANCHO VERDE BBAL	$3,558.85
			SH0000021195	LAW ENFORCEMENT SVCS/GRANT #PT1303-TRAFFIC ENF OPERATION-2/25/13	
			SH0000021196	LAW ENFORCEMENT SVCS/GRANT #PT1303-DISTR. DRIVING ENF.-2/26/13	
			SH0000021197	LAW ENFORCEMENT SVCS/GRANT #PT1303-DISTR. DRIVING ENF.-3/4/13	
			SH0000021198	LAW ENFORCEMENT SVCS/GRANT #PT1303-TRAFFIC ENF OPERATION-3/5/13	
			SH0000021193	LAW ENFORCEMENT SVCS/GRANT #PT1303-DUI SATURATION PATROL-2/16/13	
			SH0000021192	LAW ENFORCEMENT SVCS/GRANT #PT1303-DISTR. DRIVING ENF.-2/14/13	
			SH0000021194	LAW ENFORCEMENT SVCS/GRANT #PT1303-TRAFFIC ENF OPERATION-2/18/13	
Remit to: MORENO VALLEY, CA				FYTD:	$602,504.18
COUNTY OF RIVERSIDE - RMAP	216992	04/29/2013	SH0000021314	LAW ENFORCEMENT SVCS/GRANT #SC13272-DUI CHECKPOINT 3/1/13	$8,495.50
Remit to: MORENO VALLEY, CA				FYTD:	$602,504.18
COUNTY OF RIVERSIDE-BUILDING & SAFETY	216566	04/01/2013	02262013	COPIES OF COUNTY BUILDING RECORDS 7/1-12/31/12	$61.00
Remit to: RIVERSIDE, CA				FYTD:	$70.00
COURTNEY HILL	216819	04/15/2013	7008307-02	SOLAR INCENTIVE REBATE	$10,946.25
Remit to: MORENO VALLEY, CA				FYTD:	$10,946.25
CREATIVE TOUCH INTERIOR	217016	04/29/2013	BL#01767-YR2013	REFUND OF OVERPAYMENT FOR B/L#01767	$70.26

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: CASTLETON, IN					FYTD:	$70.26
CRIME SCENE STERI-CLEAN, LLC	216758	04/08/2013	31800	BIOHAZARD CLEANING SERVICES FOR PD - 1/30/13		$750.00
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$7,500.00
CRYSTAL RIVERA	216748	04/08/2013	R13-058954	REFUND AS-SPAY/NEUTER DEPOSIT		$75.00
Remit to: MORENO VALLEY, CA					FYTD:	$75.00
CYCLERY USA - RIVERSIDE	216779	04/15/2013	031313184645	BICYCLE EQUIPMENT/ACCESSORIES-POP TEAM		$734.31
Remit to: RIVERSIDE, CA					FYTD:	$5,463.09
D & D SERVICES DBA D & D DISPOSAL, INC.	216647	04/08/2013	21380	ANIMAL REMOVAL-ANIMAL SVCS		$745.00
Remit to: VALENCIA, CA					FYTD:	$7,450.00
D & D SERVICES DBA D & D DISPOSAL, INC.	216954	04/29/2013	33153	DECEASED ANIMAL REMOVAL-ANIMAL SVCS		$745.00
Remit to: VALENCIA, CA					FYTD:	$7,450.00
D&L DEVELOPMENT	216729	04/08/2013	BL#01861-YR2013	REFUND OF OVERPAYMENT FOR BL#01861		$62.77
Remit to: MORENO VALLEY, CA					FYTD:	$62.77
DALE, KATHLEEN	8955	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
DANIEL PERRINO	216846	04/15/2013	MVP63696	REFUND-CITATION PAYMENT		$432.50
Remit to: MORENO VALLEY, CA					FYTD:	$432.50

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
DATA TICKET, INC.	8915	04/08/2013	45634	ADMIN CITATION PROCESSING-ANIMAL SVCS-FEB13		$2,462.15
			45634TPC	THIRD PARTY COLLECTION SVCS-FEB13		
Remit to: NEWPORT BEACH, CA					FYTD:	$168,996.28
DATA TICKET, INC.	9142	04/29/2013	46213TPC	THIRD PARTY COLLECTIONS-MAR13		$511.92
			46214TPC	THIRD PARTY COLLECTIONS-B&S-MAR13		
Remit to: NEWPORT BEACH, CA					FYTD:	$168,996.28
DATA TICKET, INC.	9143	04/29/2013	46216	ADMIN CITATION PROCESSING-PD-MAR13		$4,637.80
			45688MS	MAINTENANCE/SUPPORT-FEB13		
			46213	ADMIN CITATION PROCESSING-ANIMAL SVCS-MAR13		
Remit to: NEWPORT BEACH, CA					FYTD:	$168,996.28
DATAQUICK CORPORATE HEADQUARTERS	216780	04/15/2013	B1-2147725	ON-LINE SOFTWARE SUBCRIPTION-POP UNIT		$130.50
Remit to: LOS ANGELES, CA					FYTD:	$1,305.00
DAVID BELL	217005	04/29/2013	R13-057850	AS REFUND-RABIES DEP		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
DAVID MUSSER	216717	04/08/2013	MAR-2013	INSTRUCTOR SVCS-WATERCOLOR TECHNIQUE CLASS		$420.00
Remit to: MENIFEE, CA					FYTD:	$4,284.00
DAVID MUSSER	216996	04/29/2013	APR-2013	INSTRUCTOR SVCS-WATERCOLOR TECHNIQUE CLASS		$336.00
Remit to: MENIFEE, CA					FYTD:	$4,284.00
DAVID RAMEY	217050	04/29/2013	R13-059816	AS REFUND-S/N DEPOSIT		$75.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: PALM SPRINGS, CA					FYTD:	$75.00
DAVID TINKER	216917	04/22/2013	REIMB. 3/24-3/28	REIMBURSE LODGING COST DURING TRAINING-ORIG. CC CHARGE REJECTED		$619.50
Remit to: MORENO VALLEY, CA					FYTD:	$869.50
DAVID TURCH & ASSOCIATES	216781	04/15/2013	MAR. 2013	FEDERAL LEGISLATIVE ADVOCATE SERVICES 3/1-3/31/13		$8,333.34
			APR. 2013	FEDERAL LEGISLATIVE ADVOCATE SERVICES 4/1-4/30/13		
Remit to: WASHINGTON, DC					FYTD:	$41,666.70
DAVID W. MOORE	216845	04/15/2013	MV2120523010	REFUND-CITATION OVERPAYMENT		$115.00
Remit to: RIVERSIDE, CA					FYTD:	$115.00
DEBINAIRE COMPANY	216955	04/29/2013	138870	REBUILD BOILER CIRCULATING PUMP-PSB		$1,392.12
			139287	REPLACED BOILER PUMP/IMPELLER/3J INSERT-EOC		
Remit to: CORONA, CA					FYTD:	$4,337.10
DELTA DENTAL OF CALIFORNIA	8883	04/01/2013	BE000516120	EMPLOYEE DENTAL INSURANCE		$10,856.33
Remit to: SAN FRANCISCO, CA					FYTD:	$103,983.37
DELTACARE USA	216993	04/29/2013	5275187	EMPLOYEE DENTAL INSURANCE		$5,533.43
Remit to: LOS ANGELES, CA					FYTD:	$56,643.00
DENNIS GRUBB & ASSOCIATES, LLC	8884	04/01/2013	1180	PLAN REVIEW SVCS-FIRE PREVENTION		$4,075.00
Remit to: MIRA LOMA, CA					FYTD:	$107,440.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
DENNIS GRUBB & ASSOCIATES, LLC	9026	04/15/2013	1182	PLAN REVIEW SVCS-FIRE PREVENTION		$6,740.00
Remit to: MIRA LOMA, CA					FYTD:	$107,440.00
DENNIS GRUBB & ASSOCIATES, LLC	9090	04/22/2013	1184	PLAN REVIEW SVCS-FIRE PREVENTION		$7,100.00
Remit to: MIRA LOMA, CA					FYTD:	$107,440.00
DEPARTMENT OF CONSERVATION	216710	04/08/2013	1ST QTR 2013	SMI FEES FOR 1/1/13-3/31/13		$9,200.47
Remit to: SACRAMENTO, CA					FYTD:	$19,039.70
DIGITAL TELECOMMUNICATIONS CORP.	8885	04/01/2013	14406	VOICE AND DATA CABLING FOR ANNEX 1		$1,872.00
Remit to: VAN NUYS, CA					FYTD:	$19,968.00
DIVERSIFIED REAL ESTATE SERVICES, INC	216613	04/01/2013	BL#11729-YR2013	REFUND OF OVERPAYMENT		$75.00
Remit to: MORENO VALLEY, CA					FYTD:	$75.00
DIVISION OF THE STATE ARCHITECT	216956	04/29/2013	1ST QTR 2013	STATE PORTION OF DISABILITY ACCESS & EDUC FEES 1/1-3/31/13		$1,425.30
Remit to: SACRAMENTO, CA					FYTD:	$1,425.30
DLS LANDSCAPE, INC	8886	04/01/2013	13859	LANDSCAPE MAINT-ZONE A		$12,390.00
			13858	LANDSCAPE MAINT-CFD #1		
Remit to: REDLANDS, CA					FYTD:	$123,900.00
DLS LANDSCAPE, INC	9144	04/29/2013	13917	LANDSCAPE MAINT-CFD #1		$12,390.00
			13918	LANDSCAPE MAINT-ZONE A		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: REDLANDS, CA					FYTD:	$123,900.00
DMC DESIGN GROUP, INC	8916	04/08/2013	2013-029	CONSULTING SERVICES, ADMINISTRATIVE - CACTUS/NASON		$3,629.50
Remit to: CORONA, CA					FYTD:	$110,233.01
DORY, ALLEEN F.	216687	04/08/2013	130401	RETIREE MED APR '13		$146.32
Remit to: HEMET, CA					FYTD:	$2,914.03
DREXLER, DAVID	216803	04/15/2013	4/22-4/26/13	TRAVEL PER DIEM-OFFICER INVOLVED SHOOTING & FORCE INVESTIG. TRNG		$250.00
Remit to: MORENO VALLEY, CA					FYTD:	$250.00
DURAN, BLANCA	216711	04/08/2013	MAR-2013	INSTRUCTOR SVCS-FOLKLORIC DANCE CLASS		$147.00
Remit to: MORENO VALLEY, CA					FYTD:	$1,449.00
DURAN, BLANCA	216994	04/29/2013	APR-2013	INSTRUCTOR SVCS-FOLKLORIC DANCE CLASS		$126.00
Remit to: MORENO VALLEY, CA					FYTD:	$1,449.00
E.R. BLOCK PLUMBING & HEATING, INC.	8887	04/01/2013	111692	BACKFLOW REPAIR-GATEWAY PARK		$1,308.00
			111693	BACKFLOW REPAIR-PARK CONTRACT AREAS		
			111695	BACKFLOW REPAIR-GATEWAY PARK		
			111694	BACKFLOW REPAIR-PARK-WATERFORD WY		
Remit to: RIVERSIDE, CA					FYTD:	$45,251.06
E.R. BLOCK PLUMBING & HEATING, INC.	8917	04/08/2013	111779	BACKFLOW DEVICE TESTS-VRS LOCATIONS		$160.00
			111407	BACKFLOW DEVICE TESTS-ZONES D, M, NPDES		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$45,251.06
E.R. BLOCK PLUMBING & HEATING, INC.	9027	04/15/2013	111714	REPLACED STOLEN BACKFLOW-BETHUNE PARK		$2,508.11
			111601	BACKFLOW DEVICE TESTS-FIRE STN 48		
			111593	BACKFLOW DEVICE TESTS-PSB		
			111591	BACKFLOW DEVICE TESTS-ANIMAL SVCS		
			111603	BACKFLOW DEVICE TESTS-VRS LOCATIONS		
			111858	BACKFLOW DEVICE TEST-MORGAN-CFD #1		
			111857	REPAIRED BACKFLOW DEVICE-BALBOA LN-PARKS		
			111629	BACKFLOW DEVICE TESTS-VRS LOCATIONS		
Remit to: RIVERSIDE, CA					FYTD:	$45,251.06
E.R. BLOCK PLUMBING & HEATING, INC.	9091	04/22/2013	111602	BACKFLOW DEVICE TEST-MVU FIELD OFFICE		$20.00
Remit to: RIVERSIDE, CA					FYTD:	$45,251.06
E.R. BLOCK PLUMBING & HEATING, INC.	9145	04/29/2013	111838	BACKFLOW DEVICE TESTS-VRS LOCATIONS-PARKS		$223.30
			112053	REPAIRED BACKFLOW-MV COMMUNITY PARK		
			111592	BACKFLOW DEVICE TESTS-FIRE STN 91		
Remit to: RIVERSIDE, CA					FYTD:	$45,251.06
EASTERN MUNICIPAL WATER DISTRICT	216567	04/01/2013	MAR-13 4/1/13	WATER CHARGES		$21,960.48
Remit to: PERRIS, CA					FYTD:	$1,251,298.98

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
EASTERN MUNICIPAL WATER DISTRICT	216648	04/08/2013	MAR-13 4/8/13	WATER CHARGES		$4,527.85
Remit to: PERRIS, CA					FYTD:	$1,251,298.98
EASY TURF, INC.	216763	04/08/2013	Q1129	SYNTHETIC TURF AT MARCH SOCCER ARENA		$13,568.40
			Q1128	SYNTHETIC TURF AT TGCC		
Remit to: VISTA, CA					FYTD:	$13,568.40
EBARISTO RAMIREZ	217052	04/29/2013	ACCT 7010605-04	SOLAR INCENTIVE REBATE		$14,000.00
Remit to: MORENO VALLEY, CA					FYTD:	$14,000.00
ECOLAB, INC	217017	04/29/2013	BL#02198-YR2013	REFUND OF OVERPAYMENT FOR BL#02198		$72.45
Remit to: SAINT PAUL, MN					FYTD:	$72.45
EDGELANE MOBILE PARK	9028	04/15/2013	JAN 2013a	REFUND-UUT FOR EXEMPT RESIDENTS		$18.13
Remit to: LOS ANGELES, CA					FYTD:	$146.11
EDNA RICE	216755	04/08/2013	1023244	REFUND-CANCELLED CONTRACT CLASS		$42.00
Remit to: MORENO VALLEY, CA					FYTD:	$42.00
EDWARD'S GLASS & ALUMINUM	217018	04/29/2013	BL#02221-YR2013	REFUND OF OVERPAYMENT FOR B/L#02221		$93.00
Remit to: MORENO VALLEY, CA					FYTD:	$93.00
EGGERSTEN, ANNE	216688	04/08/2013	130401	RETIREE MED APR '13		$255.43
Remit to: RANCHO MIRAGE, CA					FYTD:	$2,623.87
EL SUPER #34	217019	04/29/2013	BL#22420-YR2013	REFUND OF OVERPAYMENT FOR BL#22420		$300.87

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: PARAMOUNT, CA					FYTD:	$300.87
ELISA CONTRERAS	217069	04/29/2013	1019243	REFUND-CANCELLED CONTRACT CLASS		$48.00
Remit to: PERRIS, CA					FYTD:	$48.00
ELITE 88 CONSTRUCTION	216614	04/01/2013	BL#25241-YR2013	REFUND OF OVERPAYMENT FOR BL#25241		$58.00
Remit to: IRVINE, CA					FYTD:	$58.00
ELIZABETH MONTES	217041	04/29/2013	R13-059840	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
ELIZABETH RUBALCAVA	217056	04/29/2013	R13-059329	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
EMPLOYMENT DEVELOPMENT DEPARTMENT	9079	04/02/2013	S130401	DEPOSIT TO STATE ACCOUNT		$500.00
Remit to: WEST SACRAMENTO, CA					FYTD:	$836,642.59
EMPLOYMENT DEVELOPMENT DEPARTMENT	9186	04/26/2013	2013-00000043	CA TAX - STATE TAX WITHHOLDING*		$1,029.64
Remit to: WEST SACRAMENTO, CA					FYTD:	$836,642.59
ENCO UTILITY SERVICES MORENO VALLEY LLC	9146	04/29/2013	0402-MF-01443A	SOLAR METER INSTALLATION-28327 TRISTAN DR		$633.00
Remit to: ANAHEIM, CA					FYTD:	$2,158,084.83
ERICKSON-HALL CONSTRUCTION CO	216731	04/08/2013	BL#07931-YR2013	REFUND OF PAYMENT BUSINESS CLOSED FOR BL#07931		$91.90

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: ESCONDIDO, CA					FYTD:	$91.90
ESGIL CORPORATION	9147	04/29/2013	03133346	PLAN CHECK SVCS-B&S-MAR13		$487.50
Remit to: SAN DIEGO, CA					FYTD:	$3,862.57
EVANS ENGRAVING & AWARDS	8888	04/01/2013	21813-13	NAME PLATES		$25.92
Remit to: MORENO VALLEY, CA					FYTD:	$1,545.84
EVANS ENGRAVING & AWARDS	8919	04/08/2013	31113-5	PLAQUE-EMPLOYEE OF THE QTR		$37.80
Remit to: MORENO VALLEY, CA					FYTD:	$1,545.84
EVANS ENGRAVING & AWARDS	9093	04/22/2013	4032013-2	NAMEPLATE-TRANSPORTATION		$12.96
Remit to: MORENO VALLEY, CA					FYTD:	$1,545.84
EVELYN COLLETT	216727	04/08/2013	R13-058753	REF ADOPTION, INCLUDING VACCINES, LICENSE		$66.00
Remit to: MORENO VALLEY, CA					FYTD:	$66.00
EVELYN COLLETT	216728	04/08/2013	R13-059851	REFUND AS-PTS FEE		$23.00
Remit to: MORENO VALLEY, CA					FYTD:	$23.00
EVERLAST HOME ENERGY SOLUTIONS	216615	04/01/2013	BL#25171-YR2013	REFUND OF OVERPAYMENT FOR BL#25171		$80.28
Remit to: ANAHEIM, CA					FYTD:	$80.28
EXCEED	216712	04/08/2013	04202013	REGIS-ANNUAL AWARDS CELEB & DANCE-MAYOR OWINGS		$20.00
Remit to: HEMET, CA					FYTD:	$20.00
EXCEL LANDSCAPE, INC	216649	04/08/2013	75769	LANDSCAPE IRRIGATION REPAIR-NPDES WQB		$10,534.99

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
EXCEL LANDSCAPE, INC	216649	04/08/2013	75770	LANDSCAPE IRRIGATION REPAIRS-ZONE E-7		$10,534.99
			75847	LANDSCAPE MAINT-ZONE E-7		
			75854	LANDSCAPE MAINT-NPDES WQB		
Remit to: CORONA, CA					FYTD:	$98,869.69
EXCEL LANDSCAPE, INC	216782	04/15/2013	76069	LANDSCAPE IRRIGATION REPAIR-WQB		$52.08
Remit to: CORONA, CA					FYTD:	$98,869.69
EXCEL LANDSCAPE, INC	216872	04/22/2013	76205	LANDSCAPE MAINT-NPDES WQB		$10,102.95
			76198	LANDSCAPE MAINT-ZONE E-7		
Remit to: CORONA, CA					FYTD:	$98,869.69
FAIR HOUSING COUNCIL OF RIV CO, INC.	9094	04/22/2013	7 JAN 13 (FH)	FAIR HOUSING DISCRIMINATION PROGRAM		$9,623.08
			8 FEB 13 (FH)	FAIR HOUSING DISCRIMINATION PROGRAM		
			7 JAN 13 (LM)	FORECLOSURE PREVENTION/LOSS MITIGATION-CDBG		
			8 FEB 13 (LM)	FORECLOSURE PREVENTION/LOSS MITIGATION-CDBG		
			7 JAN 13 (LT)	LANDLORD/TENANT MEDIATION PROGRAM-CDBG		
Remit to: RIVERSIDE, CA					FYTD:	$51,991.18
FAIRFIELD, CAROL	216689	04/08/2013	130401	MAR-MAY '13, PD APR '13		$419.60
Remit to: RIVERSIDE, CA					FYTD:	$1,057.06
FAMILY FISH MARKET	216616	04/01/2013	BL#19188-YR2013	REFUND OF OVERPAYMENT FOR BL#19188		$97.59
Remit to: MORENO VALLEY, CA					FYTD:	$97.59
FEENSTRA, JOHN	8956	04/08/2013	130401	RETIREE MED APR '13		$361.25

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: REDLANDS, CA					FYTD:	$3,251.25
FEHR & PEERS	9095	04/22/2013	85984	PROFESSIONAL CONSULTANT SCVS-1/26/13-2/22/13		$7,062.26
Remit to: RIVERSIDE, CA					FYTD:	$14,843.89
FIRST AMERICAN CORE LOGIC, INC.	217073	04/29/2013	80790572	REAL QUEST ONLINE PROPERTY SEARCH-CODE		$640.00
			80790575	REAL QUEST ONLINE PROPERTY SEARCH-CODE		
Remit to: SANTA ANA, CA					FYTD:	$6,400.00
FIRST CHOICE SERVICES	9029	04/15/2013	521826	EMPLOYEE PAID COFFEE SVC-CITY HALL		$359.81
			521816	EMPLOYEE PAID COFFEE SVC-CITY YARD		
Remit to: ONTARIO, CA					FYTD:	$7,472.96
FIRST CHOICE SERVICES	9148	04/29/2013	523404	EMPLOYEE PAID COFFEE SVC-CITY HALL		$664.06
			521827	EMPLOYEE PAID COFFEE SVC-CITY HALL		
			524030	EMPLOYEE PAID COFFEE SVC-CITY HALL		
			523403	EMPLOYEE PAID COFFEE SVC-CITY HALL		
			521824	EMPLOYEE PAID COFFEE SVC-CITY HALL		
			821243	EMPLOYEE PAID COFFEE SVC-CITY HALL		
			520287	EMPLOYEE PAID COFFEE SVC-TS ANNEX		
			521825	EMPLOYEE PAID COFFEE SVC-CITY HALL		
Remit to: ONTARIO, CA					FYTD:	$7,472.96
FITNESS 19 CA 155 11C	216568	04/01/2013	130321	GYM MEMBERSHIP DEDUCTIONS		$199.00
Remit to: MORENO VALLEY, CA					FYTD:	$1,998.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
FITNESS 19 CA 155 11C	216873	04/22/2013	2013-00000027	8730 - GYM MEMBERSHIP*		$205.00
Remit to: MORENO VALLEY, CA					FYTD:	$1,998.00
FOSTER, NANCY A.	8957	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: GRASS VALLEY, CA					FYTD:	$2,868.57
FOSTER, ZACHARY F.	8958	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: GRASS VALLEY, CA					FYTD:	$2,231.11
FRANCHISE TAX BOARD	216569	04/01/2013	130321	GARNISHMENT		$412.03
Remit to: SACRAMENTO, CA					FYTD:	$6,621.59
FRANCHISE TAX BOARD	216874	04/22/2013	2013-00000036	1015 - GARNISHMENT - CREDITOR %		$290.00
Remit to: SACRAMENTO, CA					FYTD:	$6,621.59
FRANCHISE TAX BOARD	216913	04/22/2013	2013-00000005	1015 - GARNISHMENT - CREDITOR %*		$411.03
Remit to: SACRAMENTO, CA					FYTD:	$6,621.59
FRANKLIN, L. C.	216713	04/08/2013	MAR-13 MILEAGE	MILEAGE REIMBURSEMENT		$162.72
Remit to: PERRIS, CA					FYTD:	$1,559.75
FRAZEE INDUSTRIES, INC	216650	04/08/2013	9530501080511	GRAFFITI REMOVAL PRODUCST		$1,925.51
			9530501081400	GRAFFITI REMOVAL PRODUCTS		
			9530501082950	GRAFFITI REMOVAL PRODUCTS		
			9530501089380	GRAFFITI REMOVAL PRODUCTS		
			9530501089540	GRAFFITI REMOVAL PRODUCTS		
			9530501077700	GRAFFITI REMOVAL PRODUCTS		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: LOS ANGELES, CA					FYTD:	$6,515.01
FRESQUEZ, HANNAH	216875	04/22/2013	040713	SPORTS OFFICIATING SERVICES-SOFTBALL		$40.00
Remit to: MORENO VALLEY, CA					FYTD:	$360.00
FRESQUEZ, JOHN	216876	04/22/2013	040713	SPORTS OFFICIATING SERVICES-SOFTBALL		$60.00
Remit to: MORENO VALLEY, CA					FYTD:	$1,520.00
FRIENDS OF THE MV SENIOR CENTER	9096	04/22/2013	2012-2013-1	EXPENSES FOR JUL-SEPT 2012/CDBG PROG SVCS		$8,000.00
Remit to: MORENO VALLEY, CA					FYTD:	$36,500.00
GALLEGOS, TINA M.	216601	04/01/2013	4/8-4/11/13	TRAVEL PER DIEM-CHAMELEON CONFERENCE		$248.50
Remit to: PERRIS, CA					FYTD:	$248.50
GALLS INC., INLAND UNIFORM	9149	04/29/2013	307581	UNIFORM REPLACEMENT-SET		$426.38
			261527	UNIFORM REPLACEMENT-POP UNIT		
Remit to: PASADENA, CA					FYTD:	$4,733.04
GALLS INC., INLAND UNIFORM	216932	04/22/2013	261548	UNIFORM PURCHASE/REPLACEMENT-POP UNIT		$493.43
			306419	UNIFORM REPLACEMENT-TRAFFIC UNIT		
Remit to: PASADENA, CA					FYTD:	$4,733.04
GENERAL SECURITY SERVICES, INC.	9030	04/15/2013	173477	SECURITY SVCS-LIBRARY 3/24-3/30/13		$122.72
Remit to: WILMINGTON, CA					FYTD:	$42,553.17

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
GENERAL SECURITY SERVICES, INC.	9097	04/22/2013	173551	SECURITY SVCS-LIBRARY-4/2-4/6/13	$1,135.16
			173476	SECURITY SVCS-CRC 3/24-3/30/13	
			173454	SECURITY SVCS-CRC SPECIAL EVENTS 3/29/13	
			173408	SECURITY SVCS-CRC 3/17-3/23/13	
Remit to: WILMINGTON, CA				FYTD:	$42,553.17
GENERAL SECURITY SERVICES, INC.	216651	04/08/2013	173231	SECURITY SVCS-LIBRARY (2/24-3/2/13)	$2,040.22
			173410	SECURITY SVCS-MVU-3/17>3/23/13	
			173411	SECURITY SVCS-LIBRARY (3/17-3/23/13)	
			173288	SECURITY SVCS-LIBRARY (3/3-3/9/13)	
			173146	SECURITY SVCS-LIBRARY (2/17-2/23/13)	
			173086	SECURITY SVCS-LIBRARY (2/10-2/16/13)	
			173285	SECURITY SVCS-CRC-3/4>3/7/13	
			173287	SECURITY SVCS-SENIOR CTR RENTALS	
			173286	SECURITY SVCS-CRC SPECIAL EVENTS	
			173228	SECURITY SVCS-CRC-2/25>2/28/13	
			173338	SECURITY SVCS-LIBRARY (3/10-3/16/13)	
Remit to: WILMINGTON, CA				FYTD:	$42,553.17
GENERAL SECURITY SERVICES, INC.	216760	04/08/2013	173229	SECURITY SVCS-CRC SPECIAL EVENTS	$398.84
Remit to: WILMINGTON, CA				FYTD:	$42,553.17
GIBBS, GIDEN, LOCHER,TURNER, SENET & WITTBRODT LLP	8920	04/08/2013	219137-002	PROFESSIONAL LEGAL SERVICES - DAY STREET (AEI-CASC)	$7,186.83

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: LOS ANGELES, CA					FYTD:	$207,686.10
GIBBS, GIDEN, LOCHER,TURNER, SENET & WITTBRODT LLP	9031	04/15/2013	219137-004	LEGAL SVCS-LINEAR PARK BOND SAFEGUARD		$20,733.33
Remit to: LOS ANGELES, CA					FYTD:	$207,686.10
GIBBS, GIDEN, LOCHER,TURNER, SENET & WITTBRODT LLP	9098	04/22/2013	217939-005	PROFESSIONAL LEGAL SERVICES - ANNUAL ADA (GOLDEN STATE CONST.)		$9,221.77
			219137-005	PROFESSIONAL LEGAL SERVICES - ANNUAL ADA (GOLDEN STATE CONST.)		
			218797-004	PROFESSIONAL LEGAL SERVICES - ANNUAL ADA (GOLDEN STATE CONS.)		
			218460-005	PROFESSIONAL LEGAL SERVICES - ANNUAL ADA (GOLDEN STATE CONS)		
Remit to: LOS ANGELES, CA					FYTD:	$207,686.10
GINGI FULCHER	217070	04/29/2013	1027383	REFUND-CANCELLED CONTRACT CLASS		$87.00
Remit to: MORENO VALLEY, CA					FYTD:	$87.00
GONZALES, DOMILENA R.	8959	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$2,549.84
GONZALES, LORENZ R.	216804	04/15/2013	1/2/13-3/28/13	MILEAGE REIMBURSEMENT		$199.45
Remit to: WILDOMAR, CA					FYTD:	$692.30
GORM INC.	216958	04/29/2013	200285	JANITORIAL SUPPLIES-CITY PARKS		$1,291.49
Remit to: ONTARIO, CA					FYTD:	$5,076.24
GOZDECKI, DAN	9032	04/15/2013	APR-2013 ADULT	INSTRUCTOR SVCS-KUNG FU CLASS		$594.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
GOZDECKI, DAN	9032	04/15/2013	APR-2013 YOUTH	INSTRUCTOR SVCS-KUNG FU CLASS		$594.00
Remit to: MORENO VALLEY, CA					FYTD:	$5,249.40
GRAND OPENINGS DOORS & WINDOWS	216617	04/01/2013	BL#25818-YR2013	REFUND OF OVERPAYMENT FOR BL#25818		$60.00
Remit to: POMONA, CA					FYTD:	$60.00
GRAVES & KING, LLP	216570	04/01/2013	1301-0009442	LEGAL SVCS-MV1261		$2,535.36
Remit to: RIVERSIDE, CA					FYTD:	$2,535.36
GRIFFIN, MARLENE C	8960	04/08/2013	130401	RETIREE MED APR '13		$255.43
Remit to: GREEN VALLEY, AZ					FYTD:	$2,615.37
GRUBE, PATTY	216918	04/22/2013	5/2-5/3/13	TRAVEL PER DIEM & MILEAGE-BOOST CONFERENCE		$161.31
Remit to: MORENO VALLEY, CA					FYTD:	$246.31
GUARDSMARK	8890	04/01/2013	5311118	SECURITY SVCS-CITY HALL-3/3/13-3/9/13		$714.40
			111075	SECURITY SVCS-CITY HALL-3/10/13-3/16/13		
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$16,440.13
GUARDSMARK	8921	04/08/2013	5313118	SECURITY SVCS-CITY HALL-3/17-3/23/13		$357.20
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$16,440.13
GUARDSMARK	9033	04/15/2013	5314119	SECURITY SVCS-CITY HALL 3/24-3/30/13		$785.84
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$16,440.13
GUARDSMARK	9099	04/22/2013	5315118	SECURITY SVCS-CITY HALL 3/31-4/6/13		$357.20

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$16,440.13
GUILLAN, REBECCA S.	8961	04/08/2013	130401	MAR '13, PD APR '13		$291.38
Remit to: ADVANCE, NC					FYTD:	$2,532.07
GUILLEN, RUTH	8904	04/01/2013	4/8-4/11/13	TRAVEL PER DIEM-CHAMELEON CONFERENCE		$248.50
Remit to: MORENO VALLEY, CA					FYTD:	$372.00
GUTIERREZ, ROBERT	8962	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: LA VERNE, CA					FYTD:	$2,868.57
GWEN ROBINSON	216749	04/08/2013	R13-057163	REFUND AS-RABIES AND SPAY/NEUTER DEP		$95.00
Remit to: RIVERSIDE, CA					FYTD:	$95.00
H & P NAILS	217024	04/29/2013	BL#09738-YR2013	REFUND OF OVERPAYMENT FOR BL#09738		$90.00
Remit to: RIVERSIDE, CA					FYTD:	$90.00
H & R BLOCK	217025	04/29/2013	BL#00901-YR2013	REFUND OF OVERPAYMENT FOR B/L#00901		$61.00
Remit to: KANSAS CITY, MO					FYTD:	$61.00
HABITAT FOR HUMANITY RIVERSIDE	216933	04/22/2013	NOV 2012	HELPING HANDS REIMBURSEMENT		$729.73
			DEC 2012	HELPING HANDS REIMBURSEMENT		
			JAN 2013	HELPING HANDS REIMBURSEMENT		
			FEB 2013	HELPING HANDS REIMBURSEMENT		
Remit to: RIVERSIDE, CA					FYTD:	$13,216.57

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
HAIR PERFECT	217026	04/29/2013	BL#14637-YR2013	REFUND OF OVERPAYMENT FOR BL#14637		$83.37
Remit to: MORENO VALLEY, CA					FYTD:	$83.37
HAMLIN, WILLIAM R.	8963	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: BEAUMONT, CA					FYTD:	$2,868.57
HANES, MARTIN D.	8964	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
HAPPY TIME BOOK STORE	217027	04/29/2013	BL#02963-YR2013	REFUND OF OVERPAYMENT FOR BL#02963		$67.82
Remit to: MORENO VALLEY, CA					FYTD:	$67.82
HARDING, JOHN	216690	04/08/2013	13041	RETIREE MED APR '13		$318.73
Remit to: BANNING, CA					FYTD:	$2,868.57
HARTLEY PARENT	216744	04/08/2013	R13-058738	REFUND AS-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
HATFIELD, CHARLES	8965	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: LAS VEGAS, NV					FYTD:	$2,868.57
HAUN, DORATHY	216602	04/01/2013	4/8-4/11/13	TRAVEL PER DIEM-CHAMELEON CONFERENCE		$248.50
Remit to: NUEVO, CA					FYTD:	$248.50
HAYWARD TILTON & ROLAPP INS. ASSOC., INC	9100	04/22/2013	365449	RENEWAL-EARTHQUAKE & FLOOD INSURANCE-POLICY#SSE7551601		$9,958.80
Remit to: ANAHEIM, CA					FYTD:	$9,958.80

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
HCR HOMES AND LAND, INC	217029	04/29/2013	BL#21047-YR2013	REFUND OF OVERPAYMENT FOR BL#21047		$61.00
Remit to: MORENO VALLEY, CA					FYTD:	$61.00
HDL SOFTWARE LLC	216652	04/08/2013	0008950-IN	PROGRAM BL SOFTWARE-SB1186 COMPLIANCE		$500.00
Remit to: DIAMOND BAR, CA					FYTD:	$13,352.79
HEACOCK CHIROPRACTIC CENTER	216618	04/01/2013	BL#22704-YR2013	REFUND OF OVERPAYMENT FOR BL#22704		$63.61
Remit to: MORENO VALLEY, CA					FYTD:	$63.61
HEFFLEY, ROSS W.	8966	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: HEMET, CA					FYTD:	$2,868.57
HERRICK, ROBERT D.	216692	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
HETHERMAN, ANTHONY CHRISTOPHER	9151	04/29/2013	4/18/13 MILEAGE	MILEAGE REIMBURSEMENT - DEPOSITION FOR CITY CASE		$29.38
Remit to: TEMECULA, CA					FYTD:	$231.28
HILTY'S ELECTRIC - CALIFORNIA, INC	216619	04/01/2013	BL#12044-YR2013	REFUND OF OVER PAYMENT FOR BL#12044		$99.82
Remit to: SCOTTSDALE, AZ					FYTD:	$99.82
HLP, INC.	8922	04/08/2013	8243	WEB LICENSE ANNUAL SVC FEE		$3,955.85
			8213	WEB LICENSING MONTHLY SVCS-NOV12>FEB13		
Remit to: LITTLETON, CO					FYTD:	$21,679.95
HLP, INC.	9153	04/29/2013	8376	WEB LICENSING MONTHLY SVCS-MAR13		$38.50

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: LITTLETON, CO					FYTD:	$21,679.95
HODGE PRODUCTS, INC.	8923	04/08/2013	0303177-IN	LOCKS FOR CITY PARKS		$443.02
Remit to: EL CAJON, CA					FYTD:	$741.59
HOLT, ANITRA N	216693	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: CLERMONT, FL					FYTD:	$956.19
HONDA YAMAHA OF REDLANDS	9034	04/15/2013	14787	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		$471.20
Remit to: REDLANDS, CA					FYTD:	$22,304.39
HONDA YAMAHA OF REDLANDS	216571	04/01/2013	13775	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		$895.46
Remit to: REDLANDS, CA					FYTD:	$22,304.39
HONDA YAMAHA OF REDLANDS	216877	04/22/2013	12975	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		$42.48
Remit to: REDLANDS, CA					FYTD:	$22,304.39
HONDA YAMAHA OF REDLANDS	216959	04/29/2013	16444	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		$766.90
Remit to: REDLANDS, CA					FYTD:	$22,304.39
HOUSE OF BEAUTY #2	217031	04/29/2013	BL#20716-YR2013	REFUND OF OVERPAYMENT FOR B/L#20716		$60.73
Remit to: MORENO VALLEY, CA					FYTD:	$60.73
HOUSE OF BEAUTY #3	217032	04/29/2013	BL#21911-YR2013	REFUND OF OVERPAYMENT FOR B/L#21911		$61.00
Remit to: RIVERSIDE, CA					FYTD:	$61.00
HOUSER, EDITH E.	216694	04/08/2013	130401	RETIREE MED APR '13		$318.73

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
HUNSAKER & ASSOCIATES, INC.	216783	04/15/2013	13020290	PLAN CHECK SVCS-PM 36511		$3,525.31
			13020291	MAP REVIEW-PA05-0135/TR 32556		
			13020289	PLAN CHECK SVCS-PM 36511		
Remit to: IRVINE, CA					FYTD:	$84,016.31
ICMA RETIREMENT CORP	9062	04/05/2013	2013-00000009	8030 - DEF COMP 457 - ICMA		$13,707.14
Remit to: BALTIMORE, MD					FYTD:	$202,743.46
ICMA RETIREMENT CORP	9177	04/19/2013	2013-00000031	8030 - DEF COMP 457 - ICMA		$13,707.14
Remit to: BALTIMORE, MD					FYTD:	$202,743.46
ICR DOORS	9101	04/22/2013	637	AUTOMATIC GATE MAINT-FS#2		$480.00
			636	AUTOMATIC GATE MAINT-FS#48		
			635	AUTOMATIC GATE MAINT-FS#65		
			633	AUTOMATIC GATE MAINT-FS#58		
Remit to: UPLAND, CA					FYTD:	$6,928.97
IES COMMERCIAL, INC	216653	04/08/2013	93681	REMOVE & RELOCATE EXISTING ACCESS CONTROL SYSTEM TO ANNEX 1		$7,978.86
Remit to: TEMPE, AZ					FYTD:	$13,314.93
IES COMMERCIAL, INC	216784	04/15/2013	96977	INSTALLED NEW SLIDER DOOR @ PSB		$4,093.87
			96975	REPAIR OF POWER SUPPLY-PSB ALUM DOOR		
Remit to: TEMPE, AZ					FYTD:	$13,314.93

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
IL SORRENTO MOBILE PARK	216654	04/08/2013	FEB 2013	REFUND-UUT FOR EXEMPT RESIDENTS		$113.49
Remit to: MORENO VALLEY, CA					FYTD:	$1,081.70
ING USA ANNUITY & LIFE INSURANCE CO.	216878	04/22/2013	2013-00000028	8792 - ING - EMPLOYEE *		$325.00
Remit to: DES MOINES, IA					FYTD:	$3,775.00
INLAND EMPIRE ARCHITECTURAL SPECIALTIES, INC	216620	04/01/2013	BL#03313-YR2013	REFUND OF OVERPAYMENT FOR BL#03313		$108.00
Remit to: RIVERSIDE, CA					FYTD:	$108.00
INLAND EMPIRE MAGAZINE	216572	04/01/2013	INV33256	IE MAG-CMO AD-FEB13		$3,595.00
Remit to: RIVERSIDE, CA					FYTD:	$4,490.00
INLAND EMPIRE MAGAZINE	216879	04/22/2013	INV33596	AD PLACEMENT FOR BALLROOM AT CRC-APR13 ISSUE		$895.00
Remit to: RIVERSIDE, CA					FYTD:	$4,490.00
INLAND EMPIRE PROPERTY SERVICE, INC	9035	04/15/2013	3135	NUISANCE ABATEMENT SVCS-24460 TYANN CT		$504.00
			3129	NUISANCE ABATEMENT SVCS-14880 PETE DYE		
Remit to: MORENO VALLEY, CA					FYTD:	$50,818.99
INLAND EMPIRE PROPERTY SERVICE, INC	9102	04/22/2013	3107	ABATEMENT SVCS-APN#291-191-007 THRU 013; 025 THRU 029		$2,250.00
Remit to: MORENO VALLEY, CA					FYTD:	$50,818.99
INLAND TAN	216621	04/01/2013	BL#16674-YR2013	REFUND OF OVERPAYMENT FOR BL#16674		$65.00
Remit to: MORENO VALLEY, CA					FYTD:	$65.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
INSIDE PLANTS, INC.	9103	04/22/2013	46478	INDOOR PLANT MAINT-CRC		$320.00
Remit to: CORONA, CA					FYTD:	$3,200.00
INSIDE PLANTS, INC.	216655	04/08/2013	46164	INDOOR PLANT MAINT-CRC-MAR13		$320.00
Remit to: CORONA, CA					FYTD:	$3,200.00
INTERNAL REVENUE SERVICE	9078	04/02/2013	F130401	DEPOSIT TO FEDERAL ACCOUNT		$2,000.00
Remit to: SACRAMENTO, CA					FYTD:	$2,536,437.72
INTERNAL REVENUE SERVICE CENTER	9185	04/26/2013	2013-00000041	FED TAX - FEDERAL TAX WITHHOLDING*		$4,392.10
Remit to: OGDEN, UT					FYTD:	$258,629.27
ISG INFRASYS	216785	04/15/2013	37758	REPAIR OF TIC CAMERA-FS#48		$1,157.77
Remit to: LAWRENCEVILLE, GA					FYTD:	$1,157.77
J D H CONTRACTING	8891	04/01/2013	030313-01	RELOCATION OF MVU SAFE/BIKE RACK		$750.00
Remit to: RIVERSIDE, CA					FYTD:	$110,129.90
J D H CONTRACTING	8924	04/08/2013	031513-02	REPAIRS AT PEDRORENA PARK		$8,078.00
			031513-01	REPAIRS AT FAIRWAY PARK		
			031513-03	REPAIRS AT RIDGECREST PARK		
			032713-01	INSTALL BLEACHERS AT SPORTS PARK		
Remit to: RIVERSIDE, CA					FYTD:	$110,129.90
J D H CONTRACTING	9104	04/22/2013	040813-01	MURALS INSTALLATION-CRC WALL		$2,155.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$110,129.90
JACKIE LOGGINS	216735	04/08/2013	R12-056647	REFUND AS-SPAY/NEUTER DEPOSIT		$75.00
Remit to: MORENO VALLEY, CA					FYTD:	$75.00
JACQUELINE EZZELL	216839	04/15/2013	MV2120309029	REFUND-CITATION OVERPAYMENT		$115.00
Remit to: MORENO VALLEY, CA					FYTD:	$115.00
JANET JEFFCOAT	217034	04/29/2013	R13-060589	AS REFUND-ADOPT,VACS,MC,SN DEP,RAB DEP		$158.00
Remit to: EL CENTRO, CA					FYTD:	$158.00
JANNEY & JANNEY ATTORNEY SVCS, INC.	216786	04/15/2013	00130333036	MONTHLY RETAINER-DELIVERY OF COURT FILINGS-APR13		$75.00
Remit to: RIVERSIDE, CA					FYTD:	$1,465.00
JC PENNEY OPTICAL #1045	217033	04/29/2013	BL#03457-YR2013	REFUND OF OVERPAYMENT FOR BL#03457		$99.63
Remit to: GLENDORA, NJ					FYTD:	$99.63
JDEDGE SOFTWARE, LLC	8892	04/01/2013	314	HR & PAYROLL DATA CONVERSION INTO NEW ERP		$4,375.00
Remit to: KRUGERVILLE, TX					FYTD:	$217,956.90
JDEDGE SOFTWARE, LLC	9154	04/29/2013	318	HR & PAYROL DATA CONVERSION INTO NEW ERP		$550.00
Remit to: KRUGERVILLE, TX					FYTD:	$217,956.90
JENNIFER COLE	216709	04/08/2013	REIMB. 3/25-29	REIMBURSE LODGING, FUEL & PARKING EXPENSES DURING TRAINING CLASS		$689.50
Remit to: MORENO VALLEY, CA					FYTD:	$1,034.50

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
JENNY JUAREZ	217035	04/29/2013	R12-056787	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
JIM BUCKLEY	217009	04/29/2013	1025912	REFUND-RENTAL DEPOSIT-CRC		$500.00
Remit to: MORENO VALLEY, CA					FYTD:	$500.00
JOE A. GONSALVES & SON	216573	04/01/2013	23389	STATE LEGISLATIVE ADVOCACY SVCS-FEB13		$15,000.00
			23450	STATE LEGISLATIVE ADVOCACY SVCS-MAR13		
			23518	STATE LEGISLATIVE ADVOCACY SVCS-APR13		
			23347	STATE LEGISLATIVE ADVOCACY SVCS-DEC12		
			23348	STATE LEGISLATIVE ADVOCACY SVCS-JAN13		
Remit to: SACRAMENTO, CA					FYTD:	$15,000.00
JOHN O'DONOHNE	216742	04/08/2013	R13-060317	REFUND AS-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
JOHN W. STRICKLER	9003	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: SAN BERNARDINO, CA					FYTD:	$2,549.84
JOHN WILSON	216853	04/15/2013	MV2120828031	REFUND-CITATION OVERPAYMENT		$198.00
Remit to: MORENO VALLEY, CA					FYTD:	$198.00
JOHNNY ANDREWS	217003	04/29/2013	R13-060861	AS REFUND-OVERCHG ON RTO		$50.00
Remit to: MORENO VALLEY, CA					FYTD:	$50.00
JONES, SUSAN	8967	04/08/2013	130401	RETIREE MED APR '13		$318.73

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
jose limon a professional medical corp	216733	04/08/2013	12344230	REFUND DUPLICATE PAYMENT CITATION		$39.91
Remit to: MORENO VALLEY, CA					FYTD:	$39.91
JOSEPH SORIA	217061	04/29/2013	R13-059888	AS REFUND-ADPT,VACS,MC,LIC,RAB DEP		$102.00
Remit to: MORENO VALLEY, CA					FYTD:	$102.00
JUAN C. ALVERDE	216813	04/15/2013	7009488-04	SOLAR INCENTIVE REBATE		$6,252.75
Remit to: MORENO VALLEY, CA					FYTD:	$6,252.75
K & S DEVELOPMENT CO.	216734	04/08/2013	APN#478-080-002	REFUND-SPECIAL DISTRICT FEE		$13.80
Remit to: SANTA MONICA, CA					FYTD:	$13.80
KASHEFIPOUR, HOSSEIN	216805	04/15/2013	7/1/12-3/31/13	MILEAGE REIMBURSEMENT		$420.89
Remit to: RIVERSIDE, CA					FYTD:	$420.89
KATE THERIEAU	216752	04/08/2013	R13-058360	REFUND AS-SPAY/NEUTER DEPOSIT		$75.00
Remit to: SAN DIEGO, CA					FYTD:	$75.00
KEPLER, JANELLE	9036	04/15/2013	APR-2013	INSTRUCTOR SVCS-CHEERLEADING CLASS		$761.60
Remit to: RIVERSIDE, CA					FYTD:	$4,597.60
KING, PATRICIA A.	216695	04/08/2013	130401	RETIREE MED APR '13		$210.74
Remit to: LAS VEGAS, NV					FYTD:	$2,200.16
KOLB, CHARLES E.	8968	04/08/2013	130401	RETIREE MED APR '13		$318.73

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
KOLLAR, KYLE	8969	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
KRISS RASMUSSEN	217053	04/29/2013	R13-061111	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: PERRIS, CA					FYTD:	$20.00
KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD	216634	04/01/2013	265795	LEGAL SVCS-DISSOLUTION OF REDEVT.		$385.00
Remit to: SACRAMENTO, CA					FYTD:	$19,870.35
KYLE, GARY M.	8970	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: PRESCOTT VALLEY, AZ					FYTD:	$2,868.57
LA FOLLETTE, JOHNSON, DE HAAS, FESLER & AMES	216960	04/29/2013	272484	LEGAL SVCS-MAR13-CASE# MV1216		$6,060.00
			272142	LEGAL SVCS THRU FEB13-CASE#2010-3266		
Remit to: LOS ANGELES, CA					FYTD:	$88,940.05
LAFATA, JOSEPHINE	8971	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
LANCE, SOLL & LUNGHARD, LLP	216880	04/22/2013	6849	2012 SINGLE AUDIT-FINAL		$3,600.00
Remit to: BREA, CA					FYTD:	$82,910.00
LANDMARK SURVEYING SOLUTIONS, INC.	216656	04/08/2013	1112	CONSULTING SERVICES, SURVEY - DRACAEA/PERRIS TO PATRICIA		$4,320.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: EAST HIGHLAND, CA					FYTD:	$15,455.00
LARRY MERRILL	217040	04/29/2013	R13-060700	AS REFUND-TRAP DEPOSIT		$50.00
Remit to: MORENO VALLEY, CA					FYTD:	$50.00
LATITUDE GEOGRAPHICS	216657	04/08/2013	201300245	GIS SOFTWARE & SERVICES-M2		$15,891.18
Remit to: VICTORIA, BC					FYTD:	$59,572.16
LATITUDE GEOGRAPHICS	216881	04/22/2013	201300289	GEOCORTEX ESSENTIALS VIRTUAL TRAINING-STEPHEN JARRETT		$4,000.00
			201300300	GEOCORTEX ESSENTIALS VIRTUAL TRAINING-DALE MENDENHALL		
Remit to: VICTORIA, BC					FYTD:	$59,572.16
LATITUDE GEOGRAPHICS	216961	04/29/2013	201300310	LATITUDE GEOCORTEX DEVELOPMENT-SPECIAL DISTRICTS		$17,051.18
			201300312	GIS SOFTWARE & SERVICES-M3		
Remit to: VICTORIA, BC					FYTD:	$59,572.16
LAURA OPRIS	216743	04/08/2013	R13-057779	REFUND AS-RABIES DEPOSIT		$20.00
Remit to: YUCAIPA, CA					FYTD:	$20.00
LAW ENFORCEMENT APPRECIATION COMMITTEE	216658	04/08/2013	4/18/13 EVENT	CHIEF J. ONTIVEROS - 35TH LAW ENF. APPRECIATION DINNER/AWARDS		$50.00
Remit to: RIVERSIDE, CA					FYTD:	$50.00
LENORE K SKINNER	216851	04/15/2013	MV1130204020	REFUND-CITATION OVERPAYMENT		$57.50
Remit to: PERRIS, CA					FYTD:	$57.50
LEON FLINT	217020	04/29/2013	13045373	REFUN OF FALSE ALARM THAT WAS GRANTED APPEAL		$31.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$31.00
LEWIS, CAROLYN S.	8972	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: MIDLAND, TX					FYTD:	$2,868.57
LEXISNEXIS PRACTICE MGMT.	9037	04/15/2013	1303081707	ONLINE LEGAL RESEARCH TOOLS-MAR13		$1,180.00
Remit to: CARY, NC					FYTD:	$12,400.00
LIENHARD, DORI A.	216919	04/22/2013	4/28-5/1/13	TRAVEL PER DIEM-NEW WORLD SYSTEMS-COMM. DEV. ADVISORY COMMITTEE		$196.00
Remit to: RANCHO MIRAGE, CA					FYTD:	$402.36
LIGHTHOUSE TREATMENT CENTER, INC.	216856	04/16/2013	MARCH 2013	CASE MANAGEMENT CONSULTANT SVCS-CDBG		$1,400.00
Remit to: ALTA LOMA, CA					FYTD:	$5,000.00
LINDO, HERMINA G.	8973	04/08/2013	130401	FEB '13 TRI & MED, PD APR '13		$232.24
Remit to: TITUSVILLE, FL					FYTD:	$1,530.98
LINE MASTER ENGINEERING, INC	216882	04/22/2013	13-5471	REPLACEMENT THERMO MATERIALS		$4,822.40
Remit to: LONG BEACH, CA					FYTD:	$4,822.40
LISA CHROMY	216836	04/15/2013	MV4111010020	REFUND-CITATION OVERPAYMENT		$64.00
Remit to: RIVERSIDE, CA					FYTD:	$64.00
LISSETTE PLAZOLA	216808	04/15/2013	FY2012-13	TUITION FEE REIMBURSEMENT		$1,500.00
Remit to: SAN JACINTO, CA					FYTD:	$1,500.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
LITTLE BEIJING	217038	04/29/2013	BL#14476-YR2013	REFUND OF OVERPAYMENT FOR BL#14476		$83.51
Remit to: MORENO VALLEY, CA					FYTD:	$83.51
LOGAN, CHARLES	8974	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: LAS VEGAS, NV					FYTD:	$2,868.57
LONGDYKE, DENNIS	8975	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: BEAUMONT, CA					FYTD:	$2,868.57
LORIE NATZIC	217043	04/29/2013	R13-058867	AS REFUND-S/N DEPOSIT		$75.00
Remit to: MURRIETA, CA					FYTD:	$75.00
LUMLEY, ROBERT C.	8976	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
LUTHERAN SOCIAL SERVICES OF SO. CALI F.	9105	04/22/2013	NOV 2012	CDBG SHELTER PROGRAM		$2,641.66
			DEC 2012	CDBG SHELTER PROGRAM		
Remit to: RIVERSIDE, CA					FYTD:	$10,216.65
MALCOLM SMITH MOTORCYCLES, INC.	8893	04/01/2013	100045578	CREDIT ADJUSTMENT		$1,019.09
			100046247	MAINT. & REPAIRS-LABOR & PARTS-POP OFF ROAD VEHICLES		
			100045605	CREDIT ADJUSTMENT		
			100046249	MAINT. & REPAIRS-LABOR & PARTS-POP OFF ROAD VEHICLES		
Remit to: RIVERSIDE, CA					FYTD:	$35,347.21

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
MALCOLM SMITH MOTORCYCLES, INC.	9038	04/15/2013	100049159	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		$386.37
Remit to: RIVERSIDE, CA					FYTD:	$35,347.21
MALCOLM SMITH MOTORCYCLES, INC.	9106	04/22/2013	100052626	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		$526.51
Remit to: RIVERSIDE, CA					FYTD:	$35,347.21
MALCOLM SMITH MOTORCYCLES, INC.	9155	04/29/2013	100054714	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		$251.69
Remit to: RIVERSIDE, CA					FYTD:	$35,347.21
MARCH JOINT POWERS AUTHORITY	216659	04/08/2013	0026941	GAS CHARGES-BLDG 823-FEB13		$12.24
			0026946	GAS CHARGES-BLDG 938-FEB13		
Remit to: RIVERSIDE, CA					FYTD:	$63.77
MARGO RANKINS	216930	04/22/2013	CK#2296	REISSUE UNCLAIMED CK#2296 DTD 6/30/09		$69.12
Remit to: MORENO VALLEY, CA					FYTD:	$69.12
MARINA LANDSCAPE, INC	8926	04/08/2013	8216021300	LANDSCAPE MAINT-ZONE E-1 & E-1A-FEB13		$5,733.34
Remit to: ANAHEIM, CA					FYTD:	$80,501.65
MARINA LANDSCAPE, INC	9156	04/29/2013	8216031300	LANDSCAPE MAINT-ZONE E-1/E-1A-MAR13		$5,838.06
			8216021301	LANDSCAPE MAINT-ZONE E-1/E-1A-ADDL WORK-MAR13		
Remit to: ANAHEIM, CA					FYTD:	$80,501.65
MARIO AGUILERA	216999	04/29/2013	R13-060059	AS REFUND-ADOPT,VACS,MC,RAB DEP,LIC		$85.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$85.00
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	8927	04/08/2013	58570	LANDSCAPE MAINT-ZONE DSG-2-BASE-FEB13		$12,857.13
Remit to: IRWINDALE, CA					FYTD:	$131,749.98
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	9157	04/29/2013	58913	LANDSCAPE MAINT-ZONE DSG-2 BASE-MAR13		$14,647.58
			59058	LANDSCAPE MAINT-ZONE DSG-2-ADDL WORK-FEB13		
			59060	LANDSCAPE MAINT-ZONE DSG-2-ADDL WORK-MAR13		
Remit to: IRWINDALE, CA					FYTD:	$131,749.98
MARTHA BANKS	216835	04/15/2013	MV97521	REFUND-CITATION OVERPAYMENT		$407.50
Remit to: MORENO VALLEY, CA					FYTD:	$407.50
MARY ERICKSON COMMUNITY HOUSING	216575	04/01/2013	MV110	REIMB-PERMIT FEES & OTHER INDIRECT CONSTRCTN COSTS		$14,064.80
Remit to: SAN CLEMENTE, CA					FYTD:	$387,870.37
MARY MEEK	216738	04/08/2013	R13-058142	REFUND AS-RABIES DEPOSIT		$20.00
Remit to: GLENDORA, CA					FYTD:	$20.00
MASCO SERVICES OF CALIFORNIA, INC	217039	04/29/2013	BL#05938-YR2013	REFUND OF OVERPAYMENT FOR B/L#05938		$75.74
Remit to: DAYTONA BEACH, FL					FYTD:	$75.74
MATHIS, NOLAN	8977	04/08/2013	130401	FEB '13, PD APR '13		$298.20
Remit to: JACKSON, KY					FYTD:	$2,555.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
MATICH CORPORATION	9158	04/29/2013	157050	ASPHALTIC MATERIALS		$12,222.05
Remit to: HIGHLAND, CA					FYTD:	$47,559.88
MAXINOSKI, SUE A.	8978	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: AVINGER, TX					FYTD:	$2,868.57
MEEKS, DANIEL	9039	04/15/2013	032413 / 030313	SPORTS OFFICIATING SERVICES		$100.00
Remit to: PERRIS, CA					FYTD:	$1,320.00
MEEKS, DANIEL	9107	04/22/2013	041413	SPORTS OFFICIATING SERVICES		$40.00
Remit to: PERRIS, CA					FYTD:	$1,320.00
MELODY WILLIAMS	217067	04/29/2013	R13-060851	AS REFUND-TRAP DEPOSIT		$50.00
Remit to: MORENO VALLEY, CA					FYTD:	$50.00
MENGISTU, YESHIALEM	216714	04/08/2013	MAR-13 MILEAGE	MILEAGE REIMBURSEMENT		$160.46
Remit to: MORENO VALLEY, CA					FYTD:	$1,307.48
MERCEDES WILSON	216754	04/08/2013	R13-058639	REFUND AS-IMP FEES, LIC		$200.00
Remit to: MORENO VALLEY, CA					FYTD:	$200.00
MERCHANTS LANDSCAPE SERVICES INC	8928	04/08/2013	39596	IRRIGATION REPAIRS-MV RANCH 6897-FEB13		$19,449.18
			39459	LANDSCAPE MAINT-ZONE E3 & E3A-FEB13		
			39574	LANDSCAPE SVCS-ZONE E3A-ADDL WORK-FEB13		
			39458	LANDSCAPE MAINT-ZONE E8,E12,E14 & E15-FEB13		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: Santa Ana, CA					FYTD:	$180,337.75
MERCHANTS LANDSCAPE SERVICES INC	8929	04/08/2013	39575	LANDSCAPE SVCS-ZONE E3A-ADDL WORK-FEB13		$465.00
			39573	LANDSCAPE SVCS-ZONE E3A-ADDL WORK-FEB13		
Remit to: MONTEREY PARK, CA					FYTD:	$180,337.75
MERCHANTS LANDSCAPE SERVICES INC	9159	04/29/2013	39664	LANDSCAPE MAINT-ZONE E8,E12,E14,& E15-MAR13		$6,765.97
Remit to: Santa Ana, CA					FYTD:	$180,337.75
MESA CONTRACTING CORPORATION	216740	04/08/2013	BL#04380-YR2013	REFUND OF OVERPAYMENT FOR BL#04380		$67.00
Remit to: ORANGE, CA					FYTD:	$67.00
MESA ENERGY SYSTEMS EMCOR SERVICE	216820	04/15/2013	BL#18607-YR2013	REFUND OF OVERPAYMENT FOR BL#18607		$50.52
Remit to: IRVINE, CA					FYTD:	$50.52
MESSIN, LOUIS	8979	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: BULLHEAD CITY, AZ					FYTD:	$2,868.57
MEYERS, NAVE, RIBACK, SILVER & WILSON	216576	04/01/2013	2013010744	LEGAL SERVICES-JAN13		$23,850.98
			2013010743	LEGAL SERVICES-JAN13		
Remit to: OAKLAND, CA					FYTD:	$94,429.11
MEYERS, NAVE, RIBACK, SILVER & WILSON	216884	04/22/2013	2013020209	LEGAL SERVICES-FEB13		$6,773.94

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: OAKLAND, CA					FYTD:	$94,429.11
MEYERS, NAVE, RIBACK, SILVER & WILSON	216962	04/29/2013	2013030735	LEGAL SVCS-MARCH JPA		$7,985.00
Remit to: OAKLAND, CA					FYTD:	$94,429.11
MGT OF AMERICA, INC.	8894	04/01/2013	23562	PROF SVCS-MANDATED CLAIM PREPARATION		$6,000.00
Remit to: TALLAHASSEE, FL					FYTD:	$12,000.00
MICKEY GRIMES	217023	04/29/2013	1028014	REFUND-RENTAL DEPOSIT-SENIOR CTR		$300.00
Remit to: MORENO VALLEY, CA					FYTD:	$300.00
MIGUEL HERNANDEZ	216841	04/15/2013	MV2121003008	REFUND-CITATION OVERPAYMENT		$57.50
Remit to: MORENO VALLEY, CA					FYTD:	$57.50
MILES, ROBERT	8980	04/08/2013	130401	RETIREE MED APR '13		$146.32
Remit to: MORENO VALLEY, CA					FYTD:	$1,715.23
MINARD, MARK E.	8981	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: REDLANDS, CA					FYTD:	$2,868.57
MINDEN STORM DRAIN STRUCTURES	216821	04/15/2013	BL#24278-YR2013	REFUND OF OVERPAYMENT FOR BL#24278		$50.00
Remit to: LAKE ELSINORE, CA					FYTD:	$50.00
MIRACLE RECREATION EQUIPMENT	8930	04/08/2013	734181	PLAYGROUND EQUIPMENT-CITY PARKS		$2,480.15
Remit to: CORONA, CA					FYTD:	$106,809.42

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
MIRACLE RECREATION EQUIPMENT	9040	04/15/2013	734391	PLAYGROUND EQUIPMENT-CFD#1		$638.39
Remit to: CORONA, CA					FYTD:	$106,809.42
MISTRETTA, ARTHUR	9059	04/15/2013	032113	SPORTS OFFICIATING SERVICES-SOFTBALL		$120.00
			032813	SPORTS OFFICIATING SERVICES-SOFTBALL		
Remit to: MORENO VALLEY, CA					FYTD:	$840.00
MISTRETTA, ARTHUR	9125	04/22/2013	041413	SPORTS OFFICIATING SERVICES		$60.00
Remit to: MORENO VALLEY, CA					FYTD:	$840.00
MOLLICA, MIKE	8982	04/08/2013	130401	RETIREE MED APR '13		$401.42
Remit to: DUNNELLON, FL					FYTD:	$3,612.78
MONTGOMERY PLUMBING INC	216787	04/15/2013	032213	PLUMBING SVCS-FS#65		$775.00
			031413	PLUMBING SVCS-FS#65		
Remit to: MORENO VALLEY, CA					FYTD:	$12,713.75
MORA, PATRICIA A.	8983	04/08/2013	13041	RETIREE MED APR '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
MORENO VALLEY CHAMBER OF COMMERCE	216806	04/15/2013	3664	WAKE-UP MEETING ATTENDANCE-3/18/13		$90.00
Remit to: MORENO VALLEY, CA					FYTD:	$20,510.00
MORENO VALLEY CITY EMPLOYEES ASSOC.	9063	04/05/2013	2013-00000010	8710 - MVCEA EMPLOYEE DUES		$1,378.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$29,330.50
MORENO VALLEY CITY EMPLOYEES ASSOC.	9178	04/19/2013	2013-00000032	8710 - MVCEA EMPLOYEE DUES		$1,376.00
Remit to: MORENO VALLEY, CA					FYTD:	$29,330.50
MORENO VALLEY GATEWAY, LLC	8931	04/08/2013	2163	LEASE-SUITES 5-9/APR13		$17,142.59
			2161	LEASE-FACILITIES ANNEX-APR13		
			2162	LEASE-T/S ANNEX-APR13		
Remit to: SAN JUAN CAPISTRANO, CA					FYTD:	$154,283.31
MORENO VALLEY GATEWAY, LLC	9041	04/15/2013	2142	LEASE-FACILITIES ANNEX		$7,934.87
			2143	LEASE-T/S ANNEX		
Remit to: SAN JUAN CAPISTRANO, CA					FYTD:	$154,283.31
MORENO VALLEY GATEWAY, LLC	9067	04/16/2013	2144	LEASE-SUITES 5-9/ESA ANNEX		$9,207.72
Remit to: SAN JUAN CAPISTRANO, CA					FYTD:	$154,283.31
MORENO VALLEY HISPANIC CHAMBER OF COMMER	216715	04/08/2013	05242013	DONATION-MV H/S AVID PROGRAM ANNUAL DINNER & RECOG.		$500.00
Remit to: MORENO VALLEY, CA					FYTD:	$6,960.00
MORENO VALLEY HISTORICAL SOCIETY	216716	04/08/2013	04122013	REGIS-3RD ANNUAL DINNER & SILENT AUCTION-MAYOR OWINGS		$30.00
Remit to: MORENO VALLEY, CA					FYTD:	$30.00
MORGAN, LISA A.	8984	04/08/2013	130401	RETIREE MED APR '13		$318.73

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MENTONE, CA					FYTD:	$2,868.57
MOTHERHOOD MATERNITY#1889	216622	04/01/2013	BL#11220-YR2013	REFUND OF OVERPAYMENT FOR BL#11220		$79.12
Remit to: PHILADELPHIA, PA					FYTD:	$79.12
MOTOPORT USA	216964	04/29/2013	140090	NEW MOTOR UNIFORMS-TRAFFIC UNIT		$1,114.28
			140148	NEW MOTOR UNIFORMS-TRAFFIC UNIT		
Remit to: SAN MARCOS, CA					FYTD:	$3,652.16
MR. CLEAN MAINTENANCE SYSTEMS	217042	04/29/2013	BL#20429-YR2013	REFUND OF OVERPAYMENT FOR BL#20429		$80.46
Remit to: COLTON, CA					FYTD:	$80.46
MTY TRANSPORTATION	216741	04/08/2013	BL#17823-YR2013	REFUND OF OVERPAYMENT FOR BL#17823		$84.82
Remit to: ALISO VIEJO, CA					FYTD:	$84.82
MUSICSTAR	216920	04/22/2013	MAR-2013	INSTRUCTOR SVCS-GUITAR, PIANO FOR KIDS, MOVIEWORKZ, ETC. CLASSES		$1,713.60
			APR-2013	INSTRUCTOR SVCS-MUSICSTAR KIDZ & PIANO FOR KIDS CLASSES		
Remit to: RIVERSIDE, CA					FYTD:	$6,330.60
NAEEM QURESHI	217049	04/29/2013	1026821	REFUND RENTAL DEPOSIT FOR 3/30/13 EVENT AT SENIOR CTR.		$300.00
Remit to: MORENO VALLEY, CA					FYTD:	$300.00
NANCY PHILLIPS	216847	04/15/2013	MV110218041	REFUND-CITATION OVERPAYMENT		$133.00
Remit to: LOS ANGELES, CA					FYTD:	$133.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
NATIONAL LAW ENFORCEMENT SUPPLY, INC.	216577	04/01/2013	89070	FORENSIC TECHNICIAN SUPPLIES		$23.22
Remit to: ALBANY, NY					FYTD:	$23.22
NATIONWIDE RETIREMENT SOLUTIONS CP	9066	04/05/2013	2013-00000013	8020 - DEF COMP PST - NATIONWIDE		$2,898.85
Remit to: COLUMBUS, OH					FYTD:	$576,413.96
NATIONWIDE RETIREMENT SOLUTIONS CP	9181	04/19/2013	2013-00000035	8020 - DEF COMP PST - NATIONWIDE		$2,549.63
Remit to: COLUMBUS, OH					FYTD:	$576,413.96
NATURE'S IMAGE, INC.	216578	04/01/2013	13-01-116	WEED ABATEMENT-HAZARD REDUCTION SVCS-SUNNYMEAD BLVD LOT ABATEMNT		$17,995.00
Remit to: LAKE FOREST, CA					FYTD:	$54,014.70
NATURE'S IMAGE, INC.	216885	04/22/2013	13-01-159	DETENTION BASIN MAINTENANCE-1 YR EXTENSION		$11,944.00
Remit to: LAKE FOREST, CA					FYTD:	$54,014.70
NAVARRETTE, RALPH	8985	04/08/2013	130401	RETIREE MED APR '13		$146.32
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$1,715.23
NAVCO NETWORKS & SECURITY	8932	04/08/2013	335890	REPAIRS TO STATION DVR FOR INTERIOR OF BLDG		$210.00
Remit to: ANAHEIM, CA					FYTD:	$1,701.84
NELSON PAVING	216660	04/08/2013	1111529	ANNEX 1 PARKING LOT WORK-SEAL & RE-STRIPE, ASPHALT OVERLAY, ETC.		$9,840.83
Remit to: PERRIS, CA					FYTD:	$9,840.83

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
NELSON, MICHELE	216807	04/15/2013	4/22-4/26/13	TRAVEL PER DIEM-OFFICER INVOLVED SHOOTING & FORCE INVESTIG. TRNG		$250.00
Remit to: MORENO VALLEY, CA					FYTD:	$250.00
NELSON, ROBERT	8986	04/08/2013	130401	RETIREE MED APR '13		$255.43
Remit to: ONTARIO, CA					FYTD:	$2,623.87
NELSON, RUTH L.	8987	04/08/2013	130401	RETIREE MED APR '13		$173.37
Remit to: PERRIS, CA					FYTD:	$1,522.53
NEUSTAEDTER, CRAIG S	216696	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: IRVINE, CA					FYTD:	$2,868.57
NEW HORIZON MOBILE HOME PARK	9042	04/15/2013	MARCH 2013	REFUND UTILITY USER TAXES FOR EXEMPT RESIDENTS		$17.76
Remit to: LOS ANGELES, CA					FYTD:	$97.03
NEW WORLD SYSTEMS, CORP	8933	04/08/2013	026612	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT		$1,854.55
			026793	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT		
Remit to: TROY, MI					FYTD:	$213,860.34
NEW WORLD SYSTEMS, CORP	9108	04/22/2013	026935	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT		$2,637.66
			027097	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT		
Remit to: TROY, MI					FYTD:	$213,860.34
NEWPORT DENTAL	216822	04/15/2013	BL#14732-2013	REFUND OF OVERPAYMENT FOR B/L#14732		$2,174.60
Remit to: IRVINE, CA					FYTD:	$2,174.60

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
NEXUS IS, INC.	9043	04/15/2013	SVC0061025	CONSULTING WORK-VOIP SETUP ON NETWORK		$330.00
Remit to: VALENCIA, CA					FYTD:	$83,311.69
NICOLE HARDEMAN	217028	04/29/2013	R12-056608	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: FOREST FALLS, CA					FYTD:	$20.00
NIEBURGER, JUDITH A.	216697	04/08/2013	130401	RETIREE MED APR '13		$401.42
Remit to: MORENO VALLEY, CA					FYTD:	$3,612.78
NINYO & MOORE GEOTECHNICAL	9160	04/29/2013	171813	CONSULTING SERVICES, GEOTECHNICAL - SR-60/MB PH I		$20,109.00
Remit to: SAN DIEGO, CA					FYTD:	$87,016.50
OLGUIN, JULIO	216603	04/01/2013	4/9-4/11/13	TRAVEL PER DIEM-CNOA DRUG ABUSE RECOGNITION TRNG		$150.00
Remit to: MORENO VALLEY, CA					FYTD:	$150.00
ONE ACUPUNTURE CLINIC	216823	04/15/2013	BL#19789-YR2013	REFUND OF OVERPAYMENT FOR BL#19789		$80.64
Remit to: MORENO VALLEY, CA					FYTD:	$80.64
OPERATION SAFEHOUSE, INC.	216886	04/22/2013	JAN 2013	REIMBURSEMENT FOR CDBG PROGRAM SERVICES		$559.46
Remit to: RIVERSIDE, CA					FYTD:	$5,959.08
ORROCK, POPKA, FORTINO & BRISLIN	9045	04/15/2013	90-034M STMT 6	LEGAL SERVICES-DEFENSE COSTS K. BALVANEDA		$164.50
Remit to: RIVERSIDE, CA					FYTD:	$14,479.13
OVERLAND PACIFIC & CUTLER, INC.	9109	04/22/2013	1301155	CONSULTING SERVICES, ACQUISITION - PERRIS BLVD. WIDENING		$5,880.00
			1212244	CONSULTING SERVICES, ACQUISITION - PERRIS BLVD WIDENING		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: LONG BEACH, CA					FYTD:	$56,715.75
P & G BURGERS	217044	04/29/2013	BL#08999-YR2013	REFUND OF OVERPAYMENT FOR BL#08999		$60.39
Remit to: MORENO VALLEY, CA					FYTD:	$60.39
PACIFIC TELEMANAGEMENT SERVICES	8895	04/01/2013	502438	PAYPHONE SERVICES		$313.20
			502438 a	PAYPHONE SERVICES		
Remit to: SAN RAMON, CA					FYTD:	$3,194.64
PACIFIC TELEMANAGEMENT SERVICES	9110	04/22/2013	512924 a	PAYPHONE SERVICES		$313.20
			512924	PAYPHONE SERVICES		
Remit to: SAN RAMON, CA					FYTD:	$3,194.64
PAINTING BY ZEB BODE	8934	04/08/2013	132703	PAINT CELEBRATION PARK SPLASH PAD AND ADJACENT SIDEWALK		$3,950.00
Remit to: NORCO, CA					FYTD:	$43,063.00
PAINTING BY ZEB BODE	9046	04/15/2013	130704	CLEAR COAT APPLIED ON CITY MURALS ETC.		$1,925.00
			130407	PAINT FOUNTAIN AND LIGHT POLES AT PATRIOT PARK		
Remit to: NORCO, CA					FYTD:	$43,063.00
PARADIGM ENERGY CONSULTING	9047	04/15/2013	MVU-03-2013	CONSULTING SERVICES RE: MV UTILITY 10-YR RESOURCE PLAN		$5,575.00
Remit to: SACRAMENTO, CA					FYTD:	$15,800.00
PATTERSON, ALFREY	216698	04/08/2013	130401	RETIREE MED APR '13		$146.32

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$1,715.23
PAYLESS SHOE SOURCE #4914	216824	04/15/2013	BL#16306-YR2013	REFUND OF OVERPAYMENT FOR B/L#16306		$90.72
Remit to: TOPEKA, KS					FYTD:	$90.72
PEDLEY SQUARE VETERINARY CLINIC	9163	04/29/2013	FEB-2013	VETERINARY SERVICES FOR MV ANIMAL SHELTER		$10,249.00
Remit to: RIVERSIDE, CA					FYTD:	$57,685.25
PENHALL COMPANY	217045	04/29/2013	BL#14608-YR2013	REFUND OF OVERPAYMENT FOR BL#14608		$66.48
Remit to: ANAHEIM, CA					FYTD:	$66.48
PENIGAR TAX	216745	04/08/2013	BL#07877-YR2013	REFUND OF OVERPAYMENT FOR B/L #07877		$67.00
Remit to: MORENO VALLEY, CA					FYTD:	$67.00
PERMA	8936	04/08/2013	2011-12 PROP PRG	FY 2011-12 PROPERTY INSURANCE PREMIUM FINAL AUDIT		$382.72
Remit to: PALM DESERT, CA					FYTD:	$410,463.13
PERRY, NORMA	8988	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: LOCKEFORD, CA					FYTD:	$2,868.57
PERS LONG TERM CARE PROGRAM	216579	04/01/2013	130321	LONG TERM CARE INSURANCE		$458.63
Remit to: PASADENA, CA					FYTD:	$9,631.23
PERS LONG TERM CARE PROGRAM	216887	04/22/2013	2013-00000029	4720 - PERS LONG TERM CARE		$458.63
Remit to: PASADENA, CA					FYTD:	$9,631.23

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
PERS LONG TERM CARE PROGRAM	216914	04/22/2013	2013-00000007	4720 - PERS LONG TERM CARE		$458.63
Remit to: PASADENA, CA					FYTD:	$9,631.23
PERS RETIREMENT	9189	04/12/2013	P130329a	MISCELLANEOUS SERVICES		$443.70
Remit to: SACRAMENTO, CA					FYTD:	$5,146,286.92
PERS RETIREMENT	9361	04/25/2013	P130412a	PERS RETIREMENT PEPRA		$1,021.17
Remit to: SACRAMENTO, CA					FYTD:	$5,146,286.92
PETTY CASH - FINANCE	216921	04/22/2013	04/04/2013	PETTY CASH REPLENISHMENT		$1,397.63
Remit to: MORENO VALLEY, CA					FYTD:	$5,823.52
PILAR & MARTINA LOPEZ	216927	04/22/2013	CK#196970	REISSUE UNCLAIMED CK#196970 DTD 8/17/09		$96.00
Remit to: MORENO VALLEY, CA					FYTD:	$96.00
PIP PRINTING	8937	04/08/2013	53640	PRINTING OF CAFR - 40 COPIES		$1,458.83
Remit to: MORENO VALLEY, CA					FYTD:	$7,148.04
POUNDS, NANCY	8989	04/08/2013	130401	MAR '13, PD APR '13		$318.73
Remit to: BOISE, ID					FYTD:	$2,549.84
PRAISE & WORSHIP CENTER	216746	04/08/2013	MSC13-0005	REFUND - RESEARCH LETTER NOT REQUIRED (PAID W/ CK# 1258)		$250.00
Remit to: HEMET, CA					FYTD:	$250.00
PRECIS SOLAR	217047	04/29/2013	BL#26008-YR2013	REFUND OF DUPLICATE PAYMENT FOR BL#26008		$67.00
Remit to: CANYON LAKE, CA					FYTD:	$67.00

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PRICE, GEORGE E.	8990	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
PRO NAILS & HAIR	217048	04/29/2013	BL#21642-YR2013	REFUND OF OVERPAYMENT FOR BL#21642		$61.28
Remit to: MORENO VALLEY, CA					FYTD:	$61.28
PROFESSIONAL COMMUNICATIONS NETWORK PCN	216788	04/15/2013	130300445	LIVE ANSWERING SERVICE FOR TOW PROGRAM		$540.95
Remit to: RIVERSIDE, CA					FYTD:	$4,961.00
PSOMAS	216580	04/01/2013	86313	CONSULTING SERVICES, SURVEY - CACTUS/NASON		$3,280.00
			87032	CONSULTING SERVICES, SURVEY - CACTUS/NASON		
Remit to: SANTA ANA, CA					FYTD:	$87,470.43
PSOMAS	216661	04/08/2013	84437	CONSULTING SERVICES, SURVEY - NASON INTERCHANGE		$6,593.42
			85007	CONSULTING SERVICES, SURVEY - CACTUS/NASON		
Remit to: SANTA ANA, CA					FYTD:	$87,470.43
PSOMAS	216965	04/29/2013	87777	CONSULTING SERVICES, SURVEY - SR-60/NASON OC		$2,831.88
Remit to: SANTA ANA, CA					FYTD:	$87,470.43
PULLIAM, TRENT D.	8991	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: MISSION VIEJO, CA					FYTD:	$2,868.57
PW ENHANCEMENT CENTER	9111	04/22/2013	JAN 2013	CDBG PROGRAM REIMB.-EMERGENCY OUTREACH SERVICES		$28.14
Remit to: MORENO VALLEY, CA					FYTD:	$18,565.85

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QWEST COMMUNICATIONS COMPANY, LLC	216623	04/01/2013	BL#09842-YR2013	REFUND OF OVERPAYMENT FOR BL#09842		$124.10
Remit to: DENVER, CO					FYTD:	$124.10
RAEMIE WOOD	216812	04/15/2013	4/22-4/26/13	TRAVEL PER DIEM-OFFICER INVOLVED SHOOTING & FORCE INVESTIG. TRNG		$250.00
Remit to: MORENO VALLEY, CA					FYTD:	$345.00
RAMON RUBAL	216849	04/15/2013	MV1120410005	REFUND-CITATION OVERPAYMENT		$65.00
Remit to: MORENO VALLEY, CA					FYTD:	$65.00
RAMOS, ROBERTO	216922	04/22/2013	APR-2013	INSTRUCTOR SVCS-KINDER KARATE & TAE KWON DO CLASSES		$492.00
Remit to: MORENO VALLEY, CA					FYTD:	$5,024.70
RASMUSSEN BROTHERS CONSTRUCTION	216889	04/22/2013	MVPD MR 2	CONSTRUCTION CONTRACT - MVPD MONITOR ROOM		$6,360.25
Remit to: FALLBROOK, CA					FYTD:	$138,313.35
RAY-RAMIREZ, DARCY L.	216699	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: RIVERSIDE, CA					FYTD:	$2,868.57
RBF CONSULTING, INC.	8896	04/01/2013	842636	CONSULTING SVCS-IS/MND FOR ALESSANDRO BLVD CORRIDOR IMPLEMENTAT.		$675.00
Remit to: IRVINE, CA					FYTD:	$46,995.94
RBF CONSULTING, INC.	8938	04/08/2013	839295	CONSULTING SERVICES, ENGINEERING - CACTUS/NASON		$4,377.50
			841232	CONSULTING SERVICES, ENGINEERING - CACTUS/NASON		
Remit to: IRVINE, CA					FYTD:	$46,995.94

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
REDBOX AUTOMATED RETAIL, LLC	216624	04/01/2013	BL#19764-YR2013	REFUND OF OVERPAYMENT FOR BL#19764		$76.19
Remit to: VILLA PARK, IL					FYTD:	$76.19
REDBOX AUTOMATED RETAIL, LLC	216625	04/01/2013	BL#21097-YR2013	REFUND OF OVERPAYMENT FOR BL#21097		$82.90
Remit to: VILLA PARK, IL					FYTD:	$82.90
REESE, JEFF	216604	04/01/2013	4/9-4/11/13	TRAVEL PER DIEM-CNOA DRUG ABUSE RECOGNITION TRNG		$150.00
Remit to: MORENO VALLEY, CA					FYTD:	$150.00
REFUGIO VAZQUEZ	216852	04/15/2013	MV3110818003	REFUND-CITATION OVERPAYMETN		$67.00
Remit to: PERRIS, CA					FYTD:	$67.00
REGINA BANKOLE	216707	04/08/2013	FEB-2013	INSTRUCTOR SVCS-AFRICAN AMERICAN HERITAGE CLASS		$24.00
Remit to: MORENO VALLEY, CA					FYTD:	$24.00
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	9048	04/15/2013	10929227	LINEN RENTAL FOR CRC		$75.00
			10935616	LINEN RENTAL FOR CRC		
			10941605	LINEN RENTAL FOR CRC		
Remit to: LOS ANGELES, CA					FYTD:	$1,295.61
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	9112	04/22/2013	10948339	LINEN RENTAL FOR CRC		$27.52
Remit to: LOS ANGELES, CA					FYTD:	$1,295.61
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	9164	04/29/2013	10954345	LINEN RENTAL FOR CRC		$22.50

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: LOS ANGELES, CA					FYTD:	$1,295.61
RESCUE ROOTER	216663	04/08/2013	259102	MAIN WATER LINE REPAIR IN ANNEX 1 PARKING LOT		$919.17
Remit to: RIVERSIDE, CA					FYTD:	$919.17
RHONDA VECHT	216832	04/15/2013	7013057-02	SOLAR INCENTIVE REBATE		$10,435.50
Remit to: MORENO VALLEY, CA					FYTD:	$10,435.50
RICARDO REYES	217054	04/29/2013	R13-060557	AS REFUND-ADPT,MC,VACS,LIC		$82.00
Remit to: MORENO VALLEY, CA					FYTD:	$82.00
RICK ENGINEERING COMPANY	8939	04/08/2013	0030625	CONSULTING SERVICES, SURVEY - CACTUS/NASON		$11,265.00
			0030604	CONSULTING SERVICES, SURVEY - CACTUS/NASON		
			0030605	CONSULTING SERVICES, SURVEY - SIP/KENTLAND WILSON KINNY		
			0031065	CONSULTING SERVICES, SURVEY - SIP/KENTLAND, WILSON, KINNY		
Remit to: RIVERSIDE, CA					FYTD:	$170,098.21
RICK HARTMANN	216691	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: SAN DIMAS, CA					FYTD:	$2,231.11
RIGHTWAY SITE SERVICES, INC.	216890	04/22/2013	722154	PORTABLE RESTROOMS-EQUESTRIAN CENTER		$470.90
			722228	PORTABLE TOILET ON WHEELS/SERVICE FOR M&O DIV.		
			722153	PORTABLE RESTROOM-COTTONWOOD GOLF COURSE		
Remit to: LAKE ELSINORE, CA					FYTD:	$5,196.17
RITA SOOHOO	217060	04/29/2013	R13-057715	AS REFUND-RABIES DEPOSIT		$20.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT)	216664	04/08/2013	9990023000-1301	800-MHZ RADIO MONTHLY LEASE		$379.80
			9990023000-1302	800-MHZ RADIO MONTHLY LEASE		
Remit to: RIVERSIDE, CA					FYTD:	$23,490.17
RIVERSIDE COUNTY SHERIFF CIVIL DIVISION-WEST	216581	04/01/2013	130321	GARNISHMENT		$159.67
Remit to: RIVERSIDE, CA					FYTD:	$5,720.83
ROGERS, EUGENE	8992	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: PEBBLE BEACH, CA					FYTD:	$2,868.57
ROMAN REYES	216848	04/15/2013	MV2120720042	REFUND-CITATION OVERPAYMENT		$133.00
Remit to: MEAD VALLEY, CA					FYTD:	$133.00
ROSENOW SPEVACEK GROUP (RSG, INC.)	216665	04/08/2013	0028900	NSP ELIGIBILITY REVIEW SERVICES		$1,235.00
			0028901	ELIGIBILITY REVIEW - ROBLES		
Remit to: SANTA ANA, CA					FYTD:	$13,058.98
ROSS, DAVID T.	8993	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
ROSSON, LOUIS A.	8994	04/08/2013	130401	RETIREE MED APR '13		$269.87
			130401a	RETIREE MED APR '13		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: PERRIS, CA					FYTD:	$2,479.97
ROSSTON SCHOOL OF HAIR DESIGN	216626	04/01/2013	BL#24056-YR2013	REFUND OF OVERPAYMENT FOR BL#24056		$62.66
Remit to: MORENO VALLEY, CA					FYTD:	$62.66
ROTO-ROOTER PLUMBERS	9114	04/22/2013	IE242646	EMERGENCY PLUMBING REPAIRS AT COTTONWOOD GOLF COURSE		$211.00
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$563.36
RSPC, INC	217055	04/29/2013	BL#25995-YR2013	REFUND OF OVERPAYMENT FOR BL#25995		$64.20
Remit to: CORONA, CA					FYTD:	$64.20
RUDY LOPEZ	216736	04/08/2013	R12-051108	REFUND AS-REF COLL OF DEBTS FR REV EXP		$400.00
Remit to: MORENO VALLEY, CA					FYTD:	$400.00
RUSSO, JOHN	8995	04/08/2013	130401	RETIREE MED APR '13		$146.32
Remit to: RANCHO MIRAGE, CA					FYTD:	$1,715.23
SA ASSOCIATES	9049	04/15/2013	78	CONSULTING PROJECT MANAGEMENT - CACTUS/NASON		$10,800.00
Remit to: ARCADIA, CA					FYTD:	$103,425.00
SABRE LIGHTING AND SIGNS	216666	04/08/2013	5190	SIGNAGE - MORENO VALLEY UTILITIES		$2,221.31
			5167	CITY OF MORENO VALLEY ALUMINUM PLAQUE OF CITY EMBLEM		
Remit to: MORENO VALLEY, CA					FYTD:	$5,300.79
SAFEWAY SIGN CO.	9165	04/29/2013	93578	TRAFFIC SIGNS, POSTS, HARDWARE		$1,021.30

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: ADELANTO, CA					FYTD:	$19,874.33
SALMAN, CLAUDIA	216997	04/29/2013	APR-2013	INSTRUCTOR SVCS-LATIN ZUMBA CLASS		$90.00
Remit to: MORENO VALLEY, CA					FYTD:	$876.00
SALVATION ARMY	217057	04/29/2013	1025906	REFUND RENTAL DEPOSIT FOR 3/31/13 EVENT AT CONFERENCE & REC CTR.		$300.00
Remit to: MORENO VALLEY, CA					FYTD:	$300.00
SAMBITO, MARK W.	216809	04/15/2013	FALL 2012	TUITION FEE REIMBURSEMENT		$1,500.00
Remit to: MORENO VALLEY, CA					FYTD:	$1,500.00
SANDRA GARZA	217071	04/29/2013	1026983	REFUND-CANCELLED CONTRACT CLASS		$47.00
Remit to: MORENO VALLEY, CA					FYTD:	$47.00
SAVAGE, JONATHAN	216966	04/29/2013	305	RED NOT CHILI PEPPERS BAND-5/3/13 CONCERT AT TOWNGATE PARK		$1,200.00
Remit to: SAN DIEGO, CA					FYTD:	$1,200.00
SBI BUILDERS, INC	216627	04/01/2013	BL#23915-YR2013	REFUND OF OVERPAYMENT FOR BL#23915		$61.00
Remit to: SAN JOSE, CA					FYTD:	$61.00
SCHIEFELBEIN, LORI C.	216700	04/08/2013	130401	MAR '13, PD APR '13		$318.73
Remit to: BULLHEAD CITY, AZ					FYTD:	$15,174.82
SCHIEFELBEIN, LORI C.	216967	04/29/2013	MAR 2013	CONSULTANT SVCS-ROTATIONAL TOW PROGRAM		$1,416.25
Remit to: BULLHEAD CITY, AZ					FYTD:	$15,174.82

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SCHUMAN, MICHAEL	8996	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: RIVERSIDE, CA					FYTD:	$2,868.57
SCMAF - INLAND VALLEY	216667	04/08/2013	979	2013 SCMAF ACTIVE MEMBERS-K. CALLISTER & M. SMITH		$140.00
Remit to: EL MONTE, CA					FYTD:	$140.00
SCOTT FAZEKAS & ASSOCIATES, INC	216968	04/29/2013	16575	PLAN CHECK SERVICES FOR BLDG & SAFETY DEPT.		$605.00
Remit to: IRVINE, CA					FYTD:	$4,048.00
SEAN PAUL MERWARTH	216844	04/15/2013	MV2120216011	REFUND-CITATION OVERPAYMENT		$115.00
Remit to: RIVERSIDE, CA					FYTD:	$115.00
SEARS PORTRAIT STUDIO #41868	217059	04/29/2013	BL#05959-YR2013	REFUND OF OVERPAYMENT FOR B/L#05959		$64.90
Remit to: SAINT LOUIS, MO					FYTD:	$64.90
SECTRAN SECURITY, INC	216969	04/29/2013	13040626 - ENT	ARMORED TRANSPORT SERVICES-MV UTILITY		$477.00
			13040626 - CH	ARMORED TRANSPORT SERVICES-CITY HALL		
			13040626 - PR	ARMORED TRANSPORT SERVICES-PARKS & COMM. SVCS		
Remit to: LOS ANGELES, CA					FYTD:	$4,770.00
SECURITY LOCK & KEY	8940	04/08/2013	25852	RE-KEY OF CITY HALL CONFERENCE RM C - WO# 13-0448		$62.50
Remit to: YUCAIPA, CA					FYTD:	$15,472.35
SECURITY LOCK & KEY	9050	04/15/2013	25851	LOCK REPAIRS & DUPLICATE KEYS-SUNNYMEAD PARK SNACK BAR		$80.78
Remit to: YUCAIPA, CA					FYTD:	$15,472.35

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SECURITY LOCK & KEY	9115	04/22/2013	25881	DOOR/LOCK REPAIRS & DUP. KEYS FOR ANNEX #1 WO#13-0550	$9,262.69
			25882	DOOR/LOCK REPAIRS-ANNEX #1 RENOVATION WO#10-2354	
Remit to: YUCAIPA, CA				FYTD:	$15,472.35
SERAFIN RAMIREZ	216747	04/08/2013	R13-059388	REFUND AS-ADOPT,VACCINES,CHIP	$87.00
Remit to: MURRIETA, CA				FYTD:	$87.00
SHARRETT, SHARON K.	8997	04/08/2013	130401	RETIREE MED APR '13	$173.37
Remit to: ONTARIO, CA				FYTD:	$1,522.53
SHEFFIELD FORECLOSURE RENOVATION	216892	04/22/2013	MV0237	FINAL REHAB COSTS FOR NSP PROPERTY AT 25472 ORCHID CT.	$7,349.09
Remit to: RIVERSIDE, CA				FYTD:	$47,828.31
SHEILA D. GIBSON	216840	04/15/2013	MV97430	REFUND-CITATION OVERPAYMENT	$407.50
Remit to: MORENO VALLEY, CA				FYTD:	$407.50
SHELDON, STUART H.	216701	04/08/2013	130401	RETIREE MED APR '13	$318.73
Remit to: MURRIETA, CA				FYTD:	$2,868.57
SHELL OIL CO.	216582	04/01/2013	065124489303	FUEL PURCHASES-PD MOTORCYCLES	$1,412.81
Remit to: COLUMBUS, OH				FYTD:	$18,518.56
SHELL OIL CO.	216893	04/22/2013	065124489304	FUEL PURCHASES-PD MOTORCYCLES	$1,564.98
Remit to: COLUMBUS, OH				FYTD:	$18,518.56
SHELL OIL CO.	216970	04/29/2013	065159196304	FUEL PURCHASE-M&O TREE CREW	$23.12

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: COLUMBUS, OH					FYTD:	$18,518.56
SHENNY MANSILLA	216928	04/22/2013	CK#2947	REISSUE UNCLAIMED CK#2947 DTD 5/12/10		$179.26
Remit to: GRAND TERRACE, CA					FYTD:	$179.26
SINGER & COFFIN, APC	8941	04/08/2013	2900	PROFESSIONAL LEGAL SERVICES - SR-60/MB PH II		$15,507.16
Remit to: IRVINE, CA					FYTD:	$74,114.00
SIRE TECHNOLOGIES/HYLAND SOFTWARE	9166	04/29/2013	215294	SIRE AGENDA/MOBILE LICENSING		$675.00
Remit to: WESTLAKE, OH					FYTD:	$49,335.04
SKECHERS	216826	04/15/2013	7013669-01/MAR13	SOLAR INCENTIVE REBATE		$5,976.34
Remit to: MANHATTAN BEACH, CA					FYTD:	$5,976.34
SKY PUBLISHING	216583	04/01/2013	13_2_282	FULL PAGE ADVERTISEMENT-"YOUR VILLA" PUBLICATION-MAR.21-23 ISSUE		$1,485.00
Remit to: MORENO VALLEY, CA					FYTD:	$56,337.00
SKY PUBLISHING	216894	04/22/2013	13_2_286	SUMMER 2013 SOARING REC. GUIDE PUBLICATION PRINTING & DELIVERY		$12,093.00
Remit to: MORENO VALLEY, CA					FYTD:	$56,337.00
SKY TRAILS MOBILE VILLAGE	9052	04/15/2013	JAN 2013a	REFUND-UUT FOR EXEMPT RESIDENTS		$58.38
Remit to: LOS ANGELES, CA					FYTD:	$417.98
SMITH, MARIA A.	8998	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57

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SMOOTH TRANSITION, INC	216938	04/22/2013	JAN-MAR 2013	CDBG REIMB-JOB READINESS PROGRAM		$2,500.00
Remit to: RIVERSIDE, CA					FYTD:	$5,000.00
SO CAL FIRE PREVENTION OFFICERS ASSOC.	216998	04/29/2013	5/14/13 TRAINING	RANDY MELTZ REGIS-SIGNIFICANT CODE CHANGES TRAINING		$50.00
Remit to: SAN DIEGO, CA					FYTD:	$600.00
SOCO GROUP, INC	9053	04/15/2013	690901	FUEL FOR CITY VEHICLES & EQUIPMENT		$4,816.98
Remit to: PERRIS, CA					FYTD:	$301,905.42
SOCO GROUP, INC	9116	04/22/2013	690198	FUEL FOR CITY VEHICLES & EQUIPMENT		$8,349.09
Remit to: PERRIS, CA					FYTD:	$301,905.42
SOCO GROUP, INC	9167	04/29/2013	691925	FUEL FOR CITY VEHICLES & EQUIPMENT		$7,673.78
Remit to: PERRIS, CA					FYTD:	$301,905.42
SOLAR CITY CORP.	216827	04/15/2013	BL#20338-YR2013	REFUND OF DUPICATE PAYMENT FOR BL#20338		$510.08
Remit to: SAN MATEO, CA					FYTD:	$510.08
SORRELLA CREATIVE DESIGN	216895	04/22/2013	0001-000003	FINAL FEE FOR MURAL		$3,406.25
Remit to: RIVERSIDE, CA					FYTD:	$14,445.00
SOUTH COAST AIR QUALITY MGMT DISTRICT	216669	04/08/2013	2567419	ANNUAL OPERATING FEES FOR GENERATOR AT FIRE ST #6		$426.41
			2568406	EMISSIONS FEES FOR GENERATOR AT FIRE ST #6		
Remit to: DIAMOND BAR, CA					FYTD:	$3,589.37

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
SOUTH COAST AIR QUALITY MGMT DISTRICT	216896	04/22/2013	2581091	ANNUAL OPERATING FEES FOR GENERATOR AT FIRE ST #58		$426.41
			2581741	EMISSIONS FEES FOR GENERATOR AT FIRE ST #58		
Remit to: DIAMOND BAR, CA					FYTD:	$3,589.37
SOUTHERN CALIFORNIA EDISON 1	216584	04/01/2013	FEB-13 4/1/13	ELECTRICITY		$18,816.72
			MAR-13 4/1/13	ELECTRICITY		
Remit to: ROSEMEAD, CA					FYTD:	$2,645,221.80
SOUTHERN CALIFORNIA EDISON 1	216671	04/08/2013	MAR-13 4/8/13	ELECTRICITY		$6,437.36
Remit to: RIALTO, CA					FYTD:	$2,645,221.80
SOUTHERN CALIFORNIA EDISON 1	216897	04/22/2013	MAR-13 4/22/13	ELECTRICITY		$15,558.86
Remit to: ROSEMEAD, CA					FYTD:	$2,645,221.80
SOUTHERN CALIFORNIA EDISON 1	216971	04/29/2013	MAR-13 4/29/13	ELECTRICITY		$17,956.52
			APR-13 4/29/13	ELECTRICITY		
Remit to: ROSEMEAD, CA					FYTD:	$2,645,221.80
SOUTHERN CALIFORNIA GAS CO.	216791	04/15/2013	178 260 1859 4	GAS CHARGES - OPENING BILL FOR ANNEX BLDG 1		$1,065.92
Remit to: MONTEREY PARK, CA					FYTD:	$54,773.50
SOUTHERN CALIFORNIA GAS CO.	216898	04/22/2013	MAR-2013	GAS CHARGES		$4,671.80
Remit to: MONTEREY PARK, CA					FYTD:	$54,773.50
SOUTHERN PET SUPPLIES	9054	04/15/2013	9255	PET SUPPLIES-COLLARS		$937.30
			9257	PET SUPPLIES-COLLARS, LEADS, HARNESSES		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: SAN DIEGO, CA					FYTD:	$4,226.40
SPARKLETTS	216585	04/01/2013	7387294 020713	BOTTLED WATER/SVC-COTTONWOOD GOLF COURSE		$14.50
			7387294 030713	BOTTLED WATER/SVC-COTTONWOOD GOLF COURSE		
			10050036 030213	BOTTLED WATER/SVC-EOC/ERF		
Remit to: DALLAS, TX					FYTD:	$1,029.62
SPARKLETTS	216792	04/15/2013	7364596 040213	BOTTLED WATER/SVC-CREEKSIDE ELEMENTARY "A CHILDS PLACE"		$62.77
			7363683 040213	BOTTLED WATER/SVC-ARMADA ELEMENTARY "A CHILDS PLACE"		
			7364551 032313	BOTTLED WATER/SVC-SUNNYMEAD ELEMENTARY "A CHILDS PLACE"		
Remit to: DALLAS, TX					FYTD:	$1,029.62
SPARKLETTS	216899	04/22/2013	7387294 040713	BOTTLED WATER/SVC-COTTONWOOD GOLF COURSE		$5.00
Remit to: DALLAS, TX					FYTD:	$1,029.62
SPARKLETTS	216972	04/29/2013	10050036 040213	BOTTLED WATER/SVC-EOC/ERF		$4.50
Remit to: DALLAS, TX					FYTD:	$1,029.62
SPECK, GARY B.	8999	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
SPECTRUM FLORAL SERVICE	216750	04/08/2013	BL#06249-YR2013	REFUND OF OVERPAYMENT FOR BL#06249		$98.14
Remit to: VISTA, CA					FYTD:	$98.14
SPENCER, MARTHA	9000	04/08/2013	130401	RETIREE MED APR '13		$146.32

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$1,715.23
SPORTS TREASURES	216629	04/01/2013	BL#22711-YR2013	REFUND OF OVERPAYMENT FOR BL#22711		$90.57
Remit to: ORANGE, CA					FYTD:	$90.57
SPRINT	8897	04/01/2013	634235346-030	CELLULAR PHONE SVC FOR PD SET		$530.79
Remit to: CAROL STREAM, IL					FYTD:	$7,323.01
SPRINT	8942	04/08/2013	634235346-031	CELLULAR PHONE SVC FOR PD SET		$570.06
			417544340-076	CELLULAR PHONE SVC FOR PD GTF		
Remit to: CAROL STREAM, IL					FYTD:	$7,323.01
SPRINT	216900	04/22/2013	LCI-159599	CELLULAR TECH EXTRACTION & LOCATOR SVCS		$30.00
Remit to: KANSAS CITY, MO					FYTD:	$7,323.01
SPRINT	216973	04/29/2013	LCI-167972	CELLULAR TECH EXTRACTION & LOCATOR SVCS		$30.00
Remit to: KANSAS CITY, MO					FYTD:	$7,323.01
SPRINT SPECTRUM, LP	216828	04/15/2013	BL#09485-YR2013	REFUND OF OVERPAYMENT FOR B/L#		$70.37
Remit to: OVERLAND PARK, KS					FYTD:	$70.37
STACIE CLARK	216726	04/08/2013	R13-057401	REFUND AS-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
STANDARD INSURANCE CO	216605	04/01/2013	130401	SUPPLEMENTAL INSURANCE		$2,018.57
Remit to: PORTLAND, OR					FYTD:	$304,037.46

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
STANLEY CONVERGENT SECURITY SOLUTNS, INC	8898	04/01/2013	10032217	SECURITY SYSTEM MONITORING-PARKS SNACK BARS	$186.17
Remit to: PALATINE, IL				FYTD:	$44,433.58
STANLEY CONVERGENT SECURITY SOLUTNS, INC	9055	04/15/2013	10046384	ALARM SYSTEM MONITORING SVCS-TOWNGATE COMM. CTR	$19,585.83
			10065809	FIRE ALARM SYSTEM EXPANSION AT ANNEX 1 BUILDING	
			10055949	ALARM SYSTEM MONITORING SVCS-TS ANNEX	
			10057887	ALARM SYSTEM MONITORING SVCS-PUBLIC SAFETY BLDG	
			10045048	ALARM SYSTEM MONITORING SVCS-ANNEX BLDG 1	
			10045025	ALARM SYSTEM MONITORING SVCS-CONF. & REC CTR.	
			10040951	ALARM SYSTEM MONITORING SVCS-MARCH FIELD PARK COMM CTR.	
			10038429	ALARM SYSTEM MONITORING SVCS-EOC	
			10065689	INTRUSION ALARM SYSTEM EXPANSION AT ANNEX 1 BUILDING	
Remit to: PALATINE, IL				FYTD:	$44,433.58
STANLEY CONVERGENT SECURITY SOLUTNS, INC	9168	04/29/2013	10118194	ALARM SYSTEM MONITORING SVCS-GANG TASK FORCE OFFICE	$361.24
			10074601	ALARM SYSTEM SERVICE AT ANNEX 4-MALFUNCTION/PHONE LINE DOWN	
			10123021	ALARM SYSTEM MONITORING SVCS-EOC	
Remit to: PALATINE, IL				FYTD:	$44,433.58
STATE BOARD OF EQUALIZATION	216974	04/29/2013	1ST QTR 2013	ACCT# 31-000177-ELECTR. ENERGY SURCHARGE RETURN/JAN-MAR 2013	$7,611.88
Remit to: SACRAMENTO, CA				FYTD:	$35,307.18

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
STATE BOARD OF EQUALIZATION 1	9184	04/26/2013	033113	SALES & USE TAX-1ST QTR 2013 (1/1-3/31/13)		$1,249.00
Remit to: SACRAMENTO, CA					FYTD:	$20,816.12
STATE CONTROLLER'S OFFICE	216975	04/29/2013	27285	ANNUAL STREET REPORT 2011-12		$2,500.00
Remit to: SACRAMENTO, CA					FYTD:	$2,500.00
STATE DISBURSEMENT UNIT	9065	04/05/2013	2013-00000012	1005 - GARNISHMENT - CHILD SUPPORT*		$2,111.48
Remit to: WEST SACRAMENTO, CA					FYTD:	$47,215.73
STATE DISBURSEMENT UNIT	9180	04/19/2013	2013-00000034	1005 - GARNISHMENT - CHILD SUPPORT*		$2,059.56
Remit to: WEST SACRAMENTO, CA					FYTD:	$47,215.73
STATE OF CALIFORNIA DEPT. OF JUSTICE	216586	04/01/2013	961578	BLOOD ALCOHOL ANALYSIS FOR PD		$2,081.00
			958040	FINGERPRINTING SVCS-PD		
			932463 (SRTS)	FINGERPRINTING SVCS-SRTS PROGRAM		
			932463	FINGERPRINTING SVCS-HR		
Remit to: SACRAMENTO, CA					FYTD:	$29,588.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	216672	04/08/2013	932463 (C. PTRL)	FINGERPRINTING SVCS-CITZ. PATROL VOLS.		$64.00
Remit to: SACRAMENTO, CA					FYTD:	$29,588.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	216673	04/08/2013	881756	FINGERPRINTING SVCS-PD		$32.00
Remit to: SACRAMENTO, CA					FYTD:	$29,588.00

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STATE OF CALIFORNIA DEPT. OF JUSTICE	216976	04/29/2013	963126	FINGERPRINTING SVCS-PD		$1,609.00
			967100	BLOOD ALCOHOL ANALYSIS FOR PD		
Remit to: SACRAMENTO, CA					FYTD:	$29,588.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	216977	04/29/2013	937971 (C. PTRL)	FINGERPRINTING SVCS-CITIZEN PATROL VOLUNTEERS		$288.00
			937971 (SRTS)	FINGERPRINTING SVCS-SRTS PROGRAM		
Remit to: SACRAMENTO, CA					FYTD:	$29,588.00
STATEWIDE TOWING & RECOVERY	216978	04/29/2013	67941	TOWING SERVICES FOR PD-COMM. SVCS. VEHICLE		$109.00
Remit to: RIVERSIDE, CA					FYTD:	$254.00
STENO SOLUTIONS TRANSCRIPTION SVCS., IN	9117	04/22/2013	42518	TRANSCRIPTION SERVICES FOR PD		$1,465.28
Remit to: CORONA, CA					FYTD:	$28,096.96
STENO SOLUTIONS TRANSCRIPTION SVCS., IN	216632	04/01/2013	42504	TRANSCRIPTION SERVICES FOR PD		$1,430.08
Remit to: CORONA, CA					FYTD:	$28,096.96
STEPHANIE BERUMEN	216724	04/08/2013	R12-056130	REFUND AS-SPAY/NEUTER AND RABIES		$95.00
Remit to: REDLANDS, CA					FYTD:	$95.00
STEPHANIE C SHIPMAN	216850	04/15/2013	MV3121127043	REFUND-CITATION OVERPAYMENT		$57.50
Remit to: PINE GROVE, CA					FYTD:	$57.50
STEVE M. DURAN	216838	04/15/2013	MV2120822017	REFUND-CITATION OVERPAYMENT		$20.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
STEVE SALAIZ	216923	04/22/2013	MAR-2013	INSTRUCTOR SVCS-TAE KWON DO CLASS		$78.00
			APR-2013	INSTRUCTOR SVCS-TAE KWON DO CLASS		
Remit to: MIRA LOMA, CA					FYTD:	$195.00
STEVEN MA	216737	04/08/2013	FA12-1678	REFUND-WAIVED FIRE INSPECTION LATE CHARGES		$15.70
Remit to: LOS ANGELES, CA					FYTD:	$15.70
STEWART, CLIFFORD	9001	04/08/2013	130401	RETIREE MED APR '13		$210.74
Remit to: GLENDALE, AZ					FYTD:	$2,200.16
STITES, ROBERT	216810	04/15/2013	4/22-4/26/13	TRAVEL PER DIEM-OFFICER INVOLVED SHOOTING & FORCE INVESTIG. TRNG		$250.00
Remit to: MORENO VALLEY, CA					FYTD:	$345.00
STK ARCHITECTURE, INC.	8899	04/01/2013	19700	ARCHITECTURAL SERVICES - FIRE STATION NO. 6 STORAGE		$16,301.50
			19711	ANNEX 1 REDESIGN & RENOVATION PROJ.-WATER/LANDSCAPE METERS SVCS		
			19714	CITY HALL RESTROOM REMODEL-DESIGN SERVICES		
			19697	ARCHITECTURAL SERVICES - CITY HALL 2ND LEVEL FLOOR		
			19712	ARCHITECTURAL SERVICES - CITY HALL 2ND LEVEL FLOOR		
			19713	ARCHITECTURAL SERVICES - CITY HALL 2ND LEVEL FLOOR		
			19699	ARCHITECTURAL SERVICES - FIRE STATION NO. 6 STORAGE		
			19710	ANNEX 1 REDESIGN & RENOVATION PROJECT SVCS		
Remit to: TEMECULA, CA					FYTD:	$218,247.88

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STRADLING, YOCCA, CARLSON & RAUTH	8943	04/08/2013	278464-0031	LEGAL SERVICES		$2,499.50
			278466-0036	LEGAL SERVICES		
			278465-0034	LEGAL SERVICES		
Remit to: NEWPORT BEACH, CA					FYTD:	$95,127.03
STRADLING, YOCCA, CARLSON & RAUTH	9118	04/22/2013	279062-0032	LEGAL SERVICES		$6,306.30
Remit to: NEWPORT BEACH, CA					FYTD:	$95,127.03
STRADLING, YOCCA, CARLSON & RAUTH	216633	04/01/2013	278463-0017	LEGAL SERVICES RE: HIGHLAND FAIRVIEW PROJECT		$3,708.50
Remit to: NEWPORT BEACH, CA					FYTD:	$95,127.03
STREICH, TERRY L.	9002	04/08/2013	130401	VSP APR '13, PD APR '13		$30.33
Remit to: MORENO VALLEY, CA					FYTD:	$2,162.88
STRICKLER ASSOCIATION, THE	8900	04/01/2013	4400	CONSULTANT SVCS-NSP PROJECT-FEB13		$910.00
Remit to: SAN BERNARDINO, CA					FYTD:	$14,066.23
STRICKLER ASSOCIATION, THE	9119	04/22/2013	4500	CONSULTANT SVCS-HABITAT FOR HUMANITY PROJECT		$2,177.50
Remit to: SAN BERNARDINO, CA					FYTD:	$14,066.23
STUDIO PRODUCTIONS	216674	04/08/2013	7318	PURCHASE OF USED SOUND EQUIPMENT		$13,105.82
Remit to: COLTON, CA					FYTD:	$13,105.82
SUNGLASS HUT STORE #4536	216829	04/15/2013	BL#06427-YR2013	REFUND OF OVERPAYMENT FOR B/L#06427		$64.88

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MASON, OH					FYTD:	$64.88
SUNNYMEAD ACE HARDWARE	216587	04/01/2013	50696	MISC. SUPPLIES FOR FIRE ST. 2		$97.97
Remit to: MORENO VALLEY, CA					FYTD:	$1,516.82
SUNNYMEAD ACE HARDWARE	216588	04/01/2013	48502	MISC. SUPPLIES FOR PD		$257.61
			50382	MISC. SUPPLIES FOR PD		
			50108	MISC. SUPPLIES FOR PD		
			49840	MISC. SUPPLIES FOR PD		
			49707	MISC. SUPPLIES FOR PD		
			49447	MISC. SUPPLIES FOR PD		
			49289	MISC. SUPPLIES FOR PD		
			48088	MISC. SUPPLIES FOR PD		
			49424	MISC. SUPPLIES FOR PD		
Remit to: MORENO VALLEY, CA					FYTD:	$1,516.82
SUNNYMEAD ACE HARDWARE	216675	04/08/2013	48841	MISC. SUPPLIES FOR PD		$71.49
			50608	MISC. SUPPLIES FOR PD		
			47538	MISC. SUPPLIES FOR PD		
			50511	MISC. SUPPLIES FOR PD		
			50427	MISC. SUPPLIES FOR PD		
Remit to: MORENO VALLEY, CA					FYTD:	$1,516.82
SUNNYMEAD ACE HARDWARE	216901	04/22/2013	50923	MISC. SUPPLIES FOR PD		$15.94
Remit to: MORENO VALLEY, CA					FYTD:	$1,516.82

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
SUNNYMEAD ACE HARDWARE	216902	04/22/2013	50958	MISC. SUPPLIES FOR FIRE ST. 48 - SHOWER HEAD		$32.08
Remit to: MORENO VALLEY, CA					FYTD:	$1,516.82
SUNNYMEAD ACE HARDWARE	216979	04/29/2013	51148	MISC. SUPPLIES FOR PD		$24.38
Remit to: MORENO VALLEY, CA					FYTD:	$1,516.82
SUNNYMEAD INVESTMENT CORP	216830	04/15/2013	FW13-0001	REFUND-SPECIAL DISTRICT FEE/APN 292-250-012		$13.80
Remit to: BUENA PARK, CA					FYTD:	$13.80
SUNNYMEAD VILLAGE DENTAL GROUP	217062	04/29/2013	BL#22729-YR2013	REFUND OF DUPLICATE PAYMENT FOR BL#22729		$441.29
Remit to: MORENO VALLEY, CA					FYTD:	$441.29
SUNWEST ELECTRIC, INC	216751	04/08/2013	BL#13034-YR2013	REFUND OF OVERPAYMENT FOR BL#13034		$60.00
Remit to: ANAHEIM, CA					FYTD:	$60.00
SUPERIOR TOWING INC	216676	04/08/2013	66487	TOWING SERVICE FOR PD - INV MV130400203		$562.50
			66736	TOWING SERVICE FOR PD - INV MV130400203		
Remit to: MORENO VALLEY, CA					FYTD:	$562.50
TAQUERIA ZACATECAS	216630	04/01/2013	BL#17787-YR2013	REFUND OF OVERPAYMENT FOR BL#17787		$83.27
Remit to: MORENO VALLEY, CA					FYTD:	$83.27
TAX COMPLIANCE SERVICES	216589	04/01/2013	2012-2013 STMT 8	UUT AUDIT & CONSULTING SERVICES		$5,000.00
Remit to: THOUSAND OAKS, CA					FYTD:	$50,000.00
TAX COMPLIANCE SERVICES	216980	04/29/2013	2012-2013 STMT 9	UUT AUDIT & CONSULTING SERVICES		$5,000.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: THOUSAND OAKS, CA					FYTD:	$50,000.00
TAYLOR'S APPLIANCE	216677	04/08/2013	J81560	CLOTHES DRYER REPAIR - FIRE STATION 58		$182.74
Remit to: RIVERSIDE, CA					FYTD:	$1,206.79
TAYLOR'S APPLIANCE	216904	04/22/2013	J81692	INITIAL SERVICE CALL REGARDING DISHWASHER AT FIRE ST. #65		$546.28
			BB4258-0	PURCHASE OF NEW DISHWASHER FOR FIRE ST #65		
Remit to: RIVERSIDE, CA					FYTD:	$1,206.79
TAYLOR'S APPLIANCE	216981	04/29/2013	J82206	GAS DRYER REPAIRS AT FIRE ST. #91		$162.56
Remit to: RIVERSIDE, CA					FYTD:	$1,206.79
TEIRNEY LEEKS	217037	04/29/2013	R13-060767	AS REFUND - RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
TERRI MEINE	216739	04/08/2013	R13-059586	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MEAD VALLEY, CA					FYTD:	$20.00
THERMAL COMBUSTION INNOVATORS	216678	04/08/2013	105035	BIOHAZARD MEDICAL WASTE DISPOSAL SVCS FOR ANIMAL SHELTER		$73.20
Remit to: COLTON, CA					FYTD:	$872.42
THERMAL-COOL INC.	216793	04/15/2013	31649	MAINT. SERVICE TO A/C AT SUNNYMEAD PARK SNACK BAR		$95.00
Remit to: RIVERSIDE, CA					FYTD:	$1,845.77
THOMAS ASHLEY	216723	04/08/2013	R13-060089	AS REFUND-TRAP DEPOSIT		$50.00
Remit to: MORENO VALLEY, CA					FYTD:	$50.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
THOMAS MADRIL	216842	04/15/2013	MVP57126	REFUND-CITATION OVERPAYMETN		$57.50
Remit to: RIVERSIDE, CA					FYTD:	$57.50
THOMAS MADRIL	216843	04/15/2013	MVP50844	REFUND-CITATION OVERPAYMENT		$54.50
Remit to: RIVERSIDE, CA					FYTD:	$54.50
THRIFTY OIL COMPANY #348	217063	04/29/2013	BL#06624-YR2013	REFUND OF OVERPAYMENT FOR B/L#06624		$61.86
Remit to: SANTA FE SPRINGS, CA					FYTD:	$61.86
TILT	217064	04/29/2013	BL#13877-YR2013	REFUND OF OVERPAYMENT FOR BL#13877		$49.56
Remit to: CARROLLTON, TX					FYTD:	$49.56
TINO MONTEMOR	216929	04/22/2013	CK#190277	REISSUE UNCLAIMED CK#190277 DTD 11/13/08		$73.49
Remit to: MORENO VALLEY, CA					FYTD:	$73.49
TITLE 365	216753	04/08/2013	APN 481-171-049	REFUND OF 2011 FIRE ABATEMENT FEES (DUP PAID THRU PROP TAX BILL)		$500.50
Remit to: RIVERSIDE, CA					FYTD:	$500.50
TMAD TAYLOR & GAINES ENGINEERS	216983	04/29/2013	00076932	CONSTRUCTION SUPPORT SERVICES - EOC GENERATOR		$1,950.00
Remit to: PASADENA, CA					FYTD:	$13,600.00
T-MOBILE USA	216903	04/22/2013	40399	CELLULAR TECH EXTRACTION & LOCATOR SVCS FOR PD-MV121200513		$700.00
Remit to: SEATTLE, WA					FYTD:	$1,000.00
TRACSYSTEMS, INC.	216679	04/08/2013	1103	PHAROS ANNUAL MAINTENANCE FOR LIBRARY		$3,919.50

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: ADDISON, TX					FYTD:	$6,114.50
TRICHE, TARA	216924	04/22/2013	APR-2013	INSTRUCTOR SVCS-DANCE CLASSES		$2,863.80
Remit to: MORENO VALLEY, CA					FYTD:	$21,696.00
TROPICAL PLAZA NURSERY, INC.	9120	04/22/2013	M51635	IRRIGATION REPAIRS-ZONE E-2		$403.71
			M51636	IRRIGATION REPAIRS-ZONE E-2		
Remit to: VILLA PARK, CA					FYTD:	$91,890.67
TROPICAL PLAZA NURSERY, INC.	9169	04/29/2013	M51694	LANDSCAPE MAINT.-ZONE E-2		$6,101.66
Remit to: VILLA PARK, CA					FYTD:	$91,890.67
TROPICAL PLAZA NURSERY, INC.	216761	04/08/2013	M51533	LANDSCAPE MAINT.-ZONE E-2		$6,376.51
			M51474	IRRIGATION REPAIRS-ZONE E-2		
Remit to: VILLA PARK, CA					FYTD:	$91,890.67
TRUGREEN LANDCARE	9170	04/29/2013	7498100	REPLACEMENT OF 2" VALVE AT ALESSANDRO & VETERANS WAY		$110.94
Remit to: RIVERSIDE, CA					FYTD:	$257,027.21
TRULY NOLEN OF AMERICA, INC	216631	04/01/2013	BL#06792-YR2013	REFUND OF OVERPAYMENT FOR BL#06792		$66.40
Remit to: TUCSON, AZ					FYTD:	$66.40
TUFFSTUFF FITNESS EQUIPMENT, INC	216591	04/01/2013	215620	TREADMILL FOR FIRE STATION 2		$3,698.90
Remit to: CHINO, CA					FYTD:	$8,510.48
TW TELECOM	216592	04/01/2013	05390074a	INTERNET & DATA SERVICES		$3,022.90

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TW TELECOM	216592	04/01/2013	05390074	TELECOM SVCS-LOCAL/LONG DISTANCE CALLS		$3,022.90
Remit to: DENVER, CO					FYTD:	$32,751.64
TW TELECOM	216905	04/22/2013	05450665	TELECOM SVCS-LOCAL/LONG DISTANCE CALLS		$3,094.88
			05450665a	INTERNET & DATA SERVICES		
Remit to: DENVER, CO					FYTD:	$32,751.64
U.S. HEALTHWORKS MEDICAL GROUP	216794	04/15/2013	130067879 2/28	EMPLOYEE INJURY MEDICAL TREATMENT/CARE		$68.62
Remit to: LOS ANGELES, CA					FYTD:	$3,484.26
U.S. POSTAL SERVICE	216718	04/08/2013	PERMIT DEPOSIT	PERMIT #656 - POSTAGE TO MAIL CSD ANNUAL NOTICE POSTCARDS		$6,649.35
Remit to: MORENO VALLEY, CA					FYTD:	$30,074.35
U.S. POSTAL SERVICE	216719	04/08/2013	PERMIT 6 RENEWAL	BRM PERMIT AND ANNUAL MAINTENANCE FEES FOR PERMIT #6		$835.00
Remit to: MORENO VALLEY, CA					FYTD:	$30,074.35
UC REGENTS - GOVT'L & COMMUNITY RELATION	216811	04/15/2013	4/24/13 MEETING	COUNCIL MEMBER V. BACA FOR CUC BREAKFAST MEETING 4/24/13		$22.00
Remit to: RIVERSIDE, CA					FYTD:	$47.00
ULTRA HEALTH CENTER	216831	04/15/2013	BL#23150-YR2013	REFUND OF OVERPAYMENT FOR B/L#23150		$100.00
Remit to: MORENO VALLEY, CA					FYTD:	$100.00
UNDERGROUND SERVICE ALERT	9122	04/22/2013	320130441 d	DIGALERT TICKETS SUBSCRIPTION SERVICE		$445.50
			320130441 b	DIGALERT TICKETS SUBSCRIPTION SERVICE		
			320130441 a	DIGALERT TICKETS SUBSCRIPTION SERVICE		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
UNDERGROUND SERVICE ALERT	9122	04/22/2013	320130441 c	DIGALERT TICKETS SUBSCRIPTION SERVICE		$445.50
Remit to: CORONA, CA					FYTD:	$4,090.50
UNICCA CHATMAN	216725	04/08/2013	R13-057415	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
UNION BANK OF CALIFORNIA 1	216984	04/29/2013	802036	INVESTMENT SAFEKEEPING SERVICES		$291.67
Remit to: SAN DIEGO, CA					FYTD:	$2,951.03
UNITED POWER GENERATION, INC.	216985	04/29/2013	3427	PURCHASE/INSTALL NEW GRP SEALED BATTERY FOR GENERATOR-FS #48		$346.96
Remit to: RIVERSIDE, CA					FYTD:	$9,376.51
UNITED ROTARY BRUSH CORP	9056	04/15/2013	274859	STREET SWEEPER BROOM KITS/RECONDITIONING		$1,494.76
Remit to: ESCONDIDO, CA					FYTD:	$27,763.49
UNITED SITE SERVICES OF CA, INC.	9057	04/15/2013	114-1168681	FENCE RENTAL AT ANIMAL SHELTER		$106.65
Remit to: PHOENIX, AZ					FYTD:	$1,064.75
UNITED WAY OF INLAND VALLEYS	216593	04/01/2013	130321	U W CONTRIBUTIONS		$261.00
Remit to: RIVERSIDE, CA					FYTD:	$8,143.00
UNITED WAY OF INLAND VALLEYS	216906	04/22/2013	2013-00000030	8720 - UNITED WAY		$261.00
Remit to: RIVERSIDE, CA					FYTD:	$8,143.00
UNITED WAY OF INLAND VALLEYS	216915	04/22/2013	2013-00000008	8720 - UNITED WAY		$261.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$8,143.00
UNIVERSAL SPECIALTY VEHICLES, INC	216907	04/22/2013	26002	PARTS & LABOR FOR AWNINGS, ETC. REPAIRS FOR PD MCC		$7,289.03
Remit to: PERRIS, CA					FYTD:	$7,289.03
USA MOBILITY/ARCH WIRELESS	9123	04/22/2013	W6218870D	PAGER SERVICE		$34.68
Remit to: SPRINGFIELD, VA					FYTD:	$366.17
VA CONSULTING, INC.	9171	04/29/2013	31009	CONSULTING SERVICES, SURVEY - HEACOCK BRIDGE		$16,880.25
			31055	CONSULTING SERVICES, SURVEY - HEACOCK BRIDGE		
			31098	CONSULTING SERVICES, SURVEY - HEACOCK BRIDGE		
Remit to: IRVINE, CA					FYTD:	$22,715.40
VACATE PEST ELIMINATION COMPANY	8944	04/08/2013	39964	RODENT CONTROL-AQUEDUCT		$180.00
			39965	RODENT CONTROL-ELECTRIC UTILITY SUBSTATION		
			40278	RODENT CONTROL-AQUEDUCT		
			40279	RODENT CONTROL-ELECTRIC UTILITY SUBSTATION		
Remit to: MORENO VALLEY, CA					FYTD:	$12,635.00
VACATE PEST ELIMINATION COMPANY	9058	04/15/2013	40326	PEST CONTROL SERVICE-TRANSP. TRAILER		$1,410.00
			40316	PEST CONTROL SERVICE-CITY HALL		
			40317	PEST CONTROL SERVICE-CONFERENCE & REC CTR.		
			40318	PEST CONTROL SERVICE-CITY YARD		
			40319	PEST CONTROL SERVICE-PUBLIC SAFETY BLDG		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
VACATE PEST ELIMINATION COMPANY	9058	04/15/2013	40320	PEST CONTROL SERVICE-EOC	$1,410.00
			40322	PEST CONTROL SERVICE-ANNEX BLDG 1	
			40323	PEST CONTROL SERVICE-ANIMAL SHELTER	
			40325	PEST CONTROL SERVICE-MARCH FIELD PARK COMM. CTR	
			40157	PEST CONTROL SERVICE-FIRE ST. #2	
			39918	EMERGENCY SVCS-TREATED BEE HIVE IN TREE ON VACANT LOT	
			40324	PEST CONTROL SERVICE-MARCH FIELD BLDG 823	
			40148	PEST CONTROL SERVICE-FIRE ST. #48	
			40314	PEST CONTROL SERVICE-GOLF COURSE PRO SHOP	
			40122	PEST CONTROL SERVICE-FIRE ST. #65	
			40158	PEST CONTROL SERVICE-FIRE ST. #91	
			40149	PEST CONTROL SERVICE-TOWNGATE COMM. CTR	
			40150	PEST CONTROL SERVICE-FIRE ST. #99	
			40151	PEST CONTROL SERVICE-UTILITY FIELD OFFICE	
			40153	PEST CONTROL SERVICE-FIRE ST. #6	
			40154	PEST CONTROL SERVICE-LIBRARY	
			40155	PEST CONTROL SERVICE-FIRE ST. #58	
			40156	PEST CONTROL SERVICE-SENIOR CENTER	
Remit to: MORENO VALLEY, CA				FYTD:	$12,635.00
VAL VERDE UNIFIED SCHOOL DISTRICT	216795	04/15/2013	12/3/12-3/1/13	REFUND MARCH MIDDLE SCHOOL PUBLIC PURPOSE FUNDS ON ELECTRIC BILL	$1,806.81
Remit to: PERRIS, CA				FYTD:	$18,214.67
VARIABLE SPEEDS SOLUTIONS INC	216935	04/22/2013	8777	PUMP LABOR MAINT. OT-HERITAGE RANCH WQB #31269-1	$285.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: HUNTINGTON BEACH, CA					FYTD:	$3,515.00
VAS ASSOCIATES, INC.	8945	04/08/2013	177	CONSULTING PROJECT MANAGEMENT - CACTUS/NASON		$20,160.00
Remit to: CORONA, CA					FYTD:	$209,760.00
VASQUEZ, CAROL	216702	04/08/2013	130401	MAR '13, PD APR '13		$318.73
Remit to: RIALTO, CA					FYTD:	$956.19
VAVRINEK, TRINE, DAY & CO., LLP	216681	04/08/2013	0095204-IN	ACCOUNTING SERVICES - FEB. 2013		$7,682.00
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$37,229.00
VAVRINEK, TRINE, DAY & CO., LLP	216986	04/29/2013	0095871-IN	ACCOUNTING SERVICES-TEMP. PRINCIPAL ACCOUNTANT BACKFILL-MAR 2013		$2,232.00
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$37,229.00
VEGAS SHEPHARD RESCUE	217065	04/29/2013	R13-060984	AS REFUND-AD RESCUE		$10.00
Remit to: BOULDER, NV					FYTD:	$10.00
VENA RIDDERBUSCH	216825	04/15/2013	1025340/1025341	REFUND-RENTAL & OTHER FEES-TCC		$294.00
Remit to: MORENO VALLEY, CA					FYTD:	$294.00
VERIZON	216796	04/15/2013	EQN6913105-13087	BACKBONE COMMUNICATION CHARGES		$1,755.12
Remit to: TRENTON, NJ					FYTD:	$17,612.52
VERIZON CALIFORNIA	216594	04/01/2013	951 UH2-7052/MAR	PHONE CHARGES-ERC		$623.89
Remit to: DALLAS, TX					FYTD:	$7,527.75
VERIZON CALIFORNIA	216908	04/22/2013	951 UH2-7052/APR	PHONE CHARGES-ERC		$624.03

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: DALLAS, TX					FYTD:	$7,527.75
VERIZON CALIFORNIA	216987	04/29/2013	1258220327APR-13	FIOS SERVICES FOR FIRE STATION 99		$101.56
Remit to: DALLAS, TX					FYTD:	$7,527.75
VERIZON WIRELESS	216682	04/08/2013	9701391358	CELLULAR SERVICE FOR PD TICKET WRITERS		$159.45
Remit to: DALLAS, TX					FYTD:	$1,482.15
VICTOR MEDICAL CO	216683	04/08/2013	3261613	ANIMAL MEDICAL SUPPLIES/VACCINES		$8,989.92
			3261867	ANIMAL MEDICAL SUPPLIES/VACCINES		
			3233209	ANIMAL MEDICAL SUPPLIES/VACCINES		
			3228731	ANIMAL MEDICAL SUPPLIES/VACCINES		
			3219763	ANIMAL MEDICAL SUPPLIES/VACCINES		
			3200671	ANIMAL MEDICAL SUPPLIES/VACCINES		
Remit to: LAKE FOREST, CA					FYTD:	$24,264.22
VICTOR MEDICAL CO	216797	04/15/2013	3278173	ANIMAL MEDICAL SUPPLIES/VACCINES		$1,033.13
Remit to: LAKE FOREST, CA					FYTD:	$24,264.22
VIEVU	217074	04/29/2013	5530	REPAIR OF WEARABLE CAMERA FOR PD		$193.00
Remit to: SEATTLE, WA					FYTD:	$19,352.00
VIGIL, ERNEST	9004	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
VINCENT, CLARENCE	216703	04/08/2013	130401	RETIREE MED APR '13		$318.73

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Remit to: MORENO VALLEY, CA					FYTD:	$18,074.33
VISION SERVICE PLAN	8901	04/01/2013	130401	EMPLOYEE VISION INSURANCE		$3,914.97
Remit to: SAN FRANCISCO, CA					FYTD:	$39,199.12
VORTEX INDUSTRIES, INC	217066	04/29/2013	BL#07070-YR2013	REFUND OF OVERPAYMENT FOR BL#07070		$88.02
Remit to: COSTA MESA, CA					FYTD:	$88.02
VOYAGER FLEET SYSTEM, INC.	8946	04/08/2013	869211615309	CNG FUEL PURCHASES		$2,373.81
Remit to: HOUSTON, TX					FYTD:	$18,166.10
VULCAN MATERIALS CO, INC.	216798	04/15/2013	304284	ASPHALTIC MATERIALS		$937.49
			306763	ASPHALTIC MATERIALS		
			306764	ASPHALTIC MATERIALS		
			301502	ASPHALTIC MATERIALS		
			298890	ASPHALTIC MATERIALS		
			306765	ASPHALTIC MATERIALS		
Remit to: LOS ANGELES, CA					FYTD:	$19,268.38
VULCAN MATERIALS CO, INC.	216909	04/22/2013	309119	ASPHALTIC MATERIALS		$476.28
			313498	ASPHALTIC MATERIALS		
			315724	ASPHALTIC MATERIALS		
			316825	ASPHALTIC MATERIALS		
Remit to: LOS ANGELES, CA					FYTD:	$19,268.38
WACHOVIA MORTGAGE/WELLS FARGO BANK, N.A.	216757	04/08/2013	REISSUE CK#2254	REISSUANCE-UNCLAIMED CK#2254 DTD 6/15/09		$222.42

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: PORTLAND, OR					FYTD:	$222.42
WAGNER, GARY D.	9005	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
WAGNER, MARIANNE K	9006	04/08/2013	130401	RETIREE MED APR '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$1,274.92
WAGONER, ROBERT	8903	04/01/2013	130301b	RET MED REIMB 1/2 FEB OMITTED IN ERROR		$181.40
Remit to: ZEPHYRHILLS, FL					FYTD:	$1,451.20
WAGY, CARYLON	216704	04/08/2013	130401B	MEDICARE FEB '13, PD APR '13		$315.64
			130401	RETIREE MED APR '13		
Remit to: MORENO VALLEY, CA					FYTD:	$2,332.62
WALTER MENDEZ	216925	04/22/2013	REIMB. 3/24-3/28	REIMBURSE LODGING COST DURING TRAINING-ORIG. CC CHARGE REJECTED		$651.63
Remit to: MORENO VALLEY, CA					FYTD:	$1,051.63
WASHINGTON INVENTORY SERVICE	216833	04/15/2013	BL#17503-YR2013	REFUND OF OVERPAYMENT FOR BL#17503		$63.28
Remit to: MORENO VALLEY, CA					FYTD:	$63.28
WEBFORTIS, LLC	216988	04/29/2013	7706	CONSULTING SERVICES FOR CRM 2011 IMPLEMENTATION		$3,712.50
Remit to: WALNUT CREEK, CA					FYTD:	$3,712.50
WENDY BLANCH	217007	04/29/2013	R13-060426	AS REFUND-SPAY/NEUTER DEP		$75.00

City of Moreno Valley

Payment Register

For Period 4/1/2013 through 4/30/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: CORONA, CA					FYTD:	$75.00
WENDY S. SAINATO	216756	04/08/2013	REISSUE CK197009	REISSUANCE-UNCLAIMED CK#197009 DTD 8/17/09		$96.00
Remit to: MORENO VALLEY, CA					FYTD:	$96.00
WEST COAST ARBORISTS, INC.	8947	04/08/2013	86605	TREE TRIMMING SERVICES-ZONE E-7		$1,155.00
Remit to: ANAHEIM, CA					FYTD:	$50,175.00
WEST COAST ARBORISTS, INC.	9172	04/29/2013	87012	TREE REMOVAL SERVICES-ZONE E-2		$9,520.00
			86929	TREE TRIMMING & REMOVAL SERVICES-ZONE DSG-2 & DSG-1		
Remit to: ANAHEIM, CA					FYTD:	$50,175.00
WEST PAYMENT CENTER	216595	04/01/2013	826760636	INFORMATION DATABASE SERVICE FOR PD INVESTIGATIONS		$710.96
Remit to: CAROL STREAM, IL					FYTD:	$13,319.56
WEST PAYMENT CENTER	216989	04/29/2013	827026742	ANNUAL CHARGE FOR LEGAL LIBRARY UPDATES SUBSCRIPTION SERVICE		$1,385.48
			826960558	INFORMATION DATABASE SERVICE FOR PD INVESTIGATIONS		
Remit to: CAROL STREAM, IL					FYTD:	$13,319.56
WESTERN MUNICIPAL WATER DISTRICT	216910	04/22/2013	24753-018620/MAR	WATER CHARGES-MARB BALLFIELDS		$2,270.22
			23866-018292/MAR	WATER CHARGES-SKATE PARK		
			23821-018257/MAR	WATER CHARGES-MFPCC LANDSCAPE		
			23821-018258/MAR	WATER CHARGES-MFPCC BLDG 938		
Remit to: ARTESIA, CA					FYTD:	$22,251.29

MV00211094

City of Moreno Valley

Payment Register

For Period 4/1/2013 through 4/30/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
WESTERN RENEWABLE ENERGY GENERATION	216596	04/01/2013	12629	WREGIS ANNUAL FEE	$1,500.00
Remit to: SALT LAKE, UT				FYTD:	$1,500.00
WFD TOWNGATE INVESTORS VI, LLC	216597	04/01/2013	SC JETTING 33806	REIMB. FOR EMERG. PLUMBING SVCS AT ERC-SO CAL JETTING & PLUMBING	$1,150.00
			SC JETTING 33865	REIMB. FOR EMERG. PLUMBING SVCS AT ERC-SO CAL JETTING & PLUMBING	
Remit to: NEWPORT BEACH, CA				FYTD:	$1,150.00
WIBERG, CHRISTOPHER	216705	04/08/2013	130401	RETIREE MED APR '13	$318.73
Remit to: ANAHEIM, CA				FYTD:	$2,868.57
WIELIN, RONALD A.	9007	04/08/2013	130401	RETIREE MED APR '13	$318.73
Remit to: BANNING, CA				FYTD:	$2,868.57
WILLIS, ROBERT H	216799	04/15/2013	032413	SPORTS OFFICIATING SERVICES-SOFTBALL	$40.00
Remit to: PERRIS, CA				FYTD:	$1,540.00
WILSON-BEILKE, DENESE	216706	04/08/2013	130401	RETIREE MED APR '13	$318.73
Remit to: GLENDORA, CA				FYTD:	$4,143.49
WURM'S JANITORIAL SERVICES, INC.	8902	04/01/2013	22047	JANITORIAL SVCS-GANG TASK FORCE OFFICE	$112.82
Remit to: CORONA, CA				FYTD:	$255,032.98
WURM'S JANITORIAL SERVICES, INC.	8948	04/08/2013	21974	JANITORIAL SERVICE-SPECIAL CLEANING FOR COTTONWOOD GOLF CTR.	$120.00

City of Moreno Valley

Payment Register

For Period 4/1/2013 through 4/30/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
Remit to: CORONA, CA				FYTD:	$255,032.98
WURM'S JANITORIAL SERVICES, INC.	9124	04/22/2013	22139	JANITORIAL SVCS-PUBLIC SAFETY BLDG	$22,617.82
			22148	JANITORIAL SVCS-CITY HALL	
			22147	JANITORIAL SVCS-CITY YARD & TRANSP. TRAILER	
			22146	JANITORIAL SVCS-CONFERENCE & REC CTR.	
			22145	JANITORIAL SVCS-EOC	
			22141	JANITORIAL SVCS-LIBRARY	
			22137	JANITORIAL SVCS-RAINBOW RIDGE "A CHILD'S PLACE"	
			22140	JANITORIAL SVCS-MARCH FIELD PARK COMM. CTR.	
			22138	JANITORIAL SVCS-GANG TASK FORCE OFFICE	
			22132	JANITORIAL SVCS-TOWNGATE COMM. CTR.	
			22130	JANITORIAL SVCS-ANNEX 1	
			22151	SPECIAL CLEANINGS FOR EVENT RENTALS AT SENIOR CENTER	
			22136	JANITORIAL SVCS-RED MAPLE "A CHILD'S PLACE"/MAR.26-APR.5	
			22134	JANITORIAL SVCS-SUNNYMEAD MIDDLE SCHOOL/ASES	
			22133	JANITORIAL SVCS-SUNNYMEAD ELEMENTARY "A CHILD'S PLACE"	
			22135	JANITORIAL SVCS-SENIOR CENTER	
			22152	SPECIAL CLEANINGS FOR EVENT RENTALS AT TOWNGATE COMM. CTR.	
Remit to: CORONA, CA				FYTD:	$255,032.98
WURM'S JANITORIAL SERVICES, INC.	9173	04/29/2013	22162	CARPET CLEANING FOR FIRE STATIONS-2012 SERVICE	$4,561.81
			22150	SPECIAL CLEANINGS FOR EVENT RENTALS AT CRC	

City of Moreno Valley

Payment Register

For Period 4/1/2013 through 4/30/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
WURM'S JANITORIAL SERVICES, INC.	9173	04/29/2013	22144	JANITORIAL SVCS-EMP. RESOURCE CENTER		$4,561.81
Remit to: CORONA, CA					FYTD:	$255,032.98
XEROX CAPITAL SERVICES, LLC	216598	04/01/2013	066810140	COPIER RENTAL/MAINT. FOR PD		$84.16
Remit to: PASADENA, CA					FYTD:	$37,542.54
XEROX CAPITAL SERVICES, LLC	216801	04/15/2013	067329514	COPIER LEASE/BILLABLE PRINTS FOR PARKS DEPT.		$1,482.67
			067329515	COPIER LEASE FOR PARKS DEPT.		
Remit to: PASADENA, CA					FYTD:	$37,542.54
XEROX CAPITAL SERVICES, LLC	216911	04/22/2013	067329516	COPIER LEASE FOR GRAPHICS DEPT.		$394.36
Remit to: PASADENA, CA					FYTD:	$37,542.54

TOTAL CHECKS UNDER $25,000	**$1,626,997.60**
GRAND TOTAL	**$17,065,756.74**

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MV00211098

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Suzanne Bryant, City Attorney

AGENDA DATE: July 9, 2013

TITLE: Authorization for the Mayor to sign the Second Amendment to the Settlement Agreement and Mutual Release for the Riverside Superior Court case entitled Rados, et al. v. City of Moreno Valley

RECOMMENDED ACTION

Recommendation:

1. Staff recommends that the City Council authorize the Mayor to sign the Second Amendment to the Settlement Agreement in the case Rados, et al. v. City of Moreno Valley (Riverside Superior Court Case No. RIC 425623).

BACKGROUND

On February 4, 2005, the plaintiffs initiated a lawsuit about the City Council's denial of the Planning Commission's approval of Plot Plan PA 03-0014. In 2007, a settlement agreement was entered into which acknowledged that Rados has submitted an alternative application for the land use. The agreement was extended while the application and approval was pending. Paragraph 3 of the settlement agreement provides as follows:

> **Development Fees for the Proposed Project.** As to both the Northerly Property and the Southerly Property, City agrees to apply and impose all development impact fees ("Development Impact Fees") subject to City's control at the rates and structures in effect at the time the City Council denied the Project on November 23, 2004. The rates and structures of such Development Impact Fees shall remain in

> place and be fixed for a period of 3 years from the date of the City's last discretionary approval associated with the Proposed Project, from and after which time the then existing rates and structures shall be applicable. Current components of City "Development Impact Fees" are: Police Facilities, Fire Facilities, City Hall Facilities, Animal Shelter, Corporate Yard Facilities, Maintenance Equipment, Arterial Streets, Traffic Signals, Interchange Improvements, Library Facilities and Materials, Park Land, "Quimby" fees, Park Improvements, and Community and Recreational Facilities. Fees that are not included within the definition of Development Impact Fees are: (1) City processing fees (such as fees charged for plan checks, building permits, grading permits, etc.), (2) development impact fees that are not under the City's control or jurisdiction, and (3) impact or mitigation fees imposed by the City pursuant to a regional mitigation program such as the Multi Species Conservation Habitat Plan fee and Transportation Uniform Mitigation Fee.

In July 2009, the Planning Commission approved the industrial component of the new application. Thereafter, "Residents for a Livable Moreno Valley" appealed the Planning Commission's approval to the Council. In January 2010, the Council denied the appeal of "Residents for a Livable Moreno Valley" and approved the industrial component. In February 2010, "Residents for a Livable Moreno Valley" filed a CEQA lawsuit against the City and Rados. In July 2010, the City approved the residential component. In May 2011, "Residents" and Rados settled the CEQA lawsuit. In June 2011, Rados dismissed their case against the City.

The three year freeze on Development Impact Fees for the residential component is set to expire on July 13, 2013. The purpose of this Second Amendment will extend the date to July 13, 2016.

DISCUSSION

Amending the Settlement Agreement will extend the expiration date to July 13, 2016.

ALTERNATIVES

Amending the Settlement Agreement will extend the expiration date to July 13, 2016. Staff recommends this option.

Not amending the Settlement Agreement means the Agreement will expire on July 13, 2013. Staff does not recommend this option.

FISCAL IMPACT

No new fiscal impact to the City is contemplated by this amendment.

CITY COUNCIL GOALS

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

SUMMARY

The purpose of amending the Settlement Agreement between Rados and the City is to extend the date on which the freeze on Development Fees for the residential component of the project (because of the time effect the CEQA case had). The Amendment will extend the Agreement to July 13, 2016.

NOTIFICATION

Posting of the Agenda.

ATTACHMENTS

Second Amendment to the Settlement Agreement and Mutual Release

Prepared By:
Suzanne M. Bryant
City Attorney

Concurred By:
John Terell
Interim Community and Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00211102

SECOND AMENDMENT TO THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SECOND AMENDMENT TO THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Amendment") is made and entered into as of the last day of execution below, by and between the City of Moreno Valley, a municipal corporation organized and existing under the laws of the State of California ("City") and Rados Properties - California Land, LLC, a California Limited Liability ("Rados Properties"). The City and Rados Properties collectively are referred to herein as the "Parties."

RECITALS

A. On February 4, 2005, Alexander S. Rados, Walter S. Rados, Stephen S. Rados, Olivera Lynn and Sonja Doder initiated a lawsuit in the Riverside County Superior Court, State of California, entitled *Alexander S. Rados, et al. v. City of Moreno Valley*, Case No. RIC 425323 (the "Action") alleging causes of action for (1) petition for writ of mandate for administrative mandamus; and (2) inverse condemnation. The Action generally requests (1) a writ of mandate directing the City of Moreno Valley to rescind the City Council's denial of the Planning Commission's approval of Plot Plan number PA 03-0014, and (2) damages based upon an alleged regulatory taking.

B. On or about February 6, 2007, the City, on one hand, and Alexander S. Rados, Walter S. Rados, Stephen S. Rados, Olivera Lynn and Sonja Doder, on the other hand, entered into a SETTLEMENT AGREEMENT AND MUTUAL RELEASE, which acknowledged that Alexander S. Rados, Walter S. Rados, Stephen S. Rados, Olivera Lynn and Sonja Doder had submitted an alternative land use application for the property that was the subject of the Action. The land use application is described in the SETTLEMENT AGREEMENT AND MUTUAL RELEASE and is identified as the "Proposed Project." The Parties have entered into six extensions of the SETTLEMENT AGREEMENT AND MUTUAL RELEASE.

C. The Proposed Project included both residential and industrial components. The residential component consists of two parcels (APN 485-230-025, 026; Lots 20 and 21 of Riverside Alfalfa Acres) ("Northerly Property"). The industrial component consists of two groups of parcels -- one group where a single large industrial building is proposed (APNs 485-230-014 through 024; Lots 14 through 24 of Parcel Map 24314), and another group of parcels where a series of smaller industrial buildings is proposed (APNs 485-230-001 through 010; Lots 1 through 10 of Parcel Map 24314.) (The industrial parcels shall collectively be referred to herein as the "Southerly Property"). The residential component and the industrial component were the subject of two separate land use applications to the City.

D. Paragraph 3 of the SETTLEMENT AGREEMENT AND MUTUAL RELEASE provides as follows:

"**Development Fees for the Proposed Project**. As to both the Northerly Property and the Southerly Property, City agrees to apply and impose all development impact fees ("Development Impact Fees") subject to City's control at the rates and structures in effect at the time the City Council denied the Project on November 23, 2004. The rates and structures of such Development Impact Fees shall remain in place and be fixed for a period of 3 years from the date of the City's last discretionary approval associated with the Proposed Project, from and after which time the then existing rates and structures shall be applicable. Current components of City "Development Impact Fees" are: Police Facilities, Fire Facilities, City Hall Facilities, Animal Shelter, Corporate Yard Facilities, Maintenance Equipment, Arterial Streets, Traffic Signals, Interchange Improvements, Library Facilities and Materials, Park Land, "Quimby" fees, Park Improvements, and Community and Recreational Facilities. Fees that are not included within the definition of Development Impact Fees are: (1) City processing fees (such as fees charged for plan checks, building permits, grading permits, etc.), (2) development impact fees that are not under the City's control or jurisdiction, and (3) impact or mitigation fees imposed by the City pursuant to a regional mitigation program such as the Multi Species Conservation Habitat Plan fee and Transportation Uniform Mitigation Fee."

E. On or about September 16, 2008, Alexander S. Rados, Walter S. Rados, Stephen S. Rados, Olivera Lynn and Sonja Doder transferred their interest in the property that comprises the residential component to Rados Properties.

F. On or about July 13, 2010, the City approved the residential component. The City's approval of the residential component was not legally challenged. The three year freeze on Development Impact Fees (as of November 23, 2004) for the residential component is set to expire on July 13, 2013.

G. The purpose of this SECOND AMENDMENT TO THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE is to extend the date on which the three (3) year freeze on Development Fees begins to run on the residential component.

AMENDMENT TO SETTLEMENT AGREEMENT

1. Extension of Three Year Freeze on Development Impact Fees on Residential Component. The City and Rados Properties agree that, with respect to the residential component of the revised project, the three (3) year freeze on Development Impact Fees from November 23, 2004, set forth in Paragraph 3 of the SETTLEMENT

AGREEMENT AND MUTUAL RELEASE, is extended an additional three years to July 13, 2016.

2. **Terms of original SETTLEMENT AGREEMENT AND MUTUAL RELEASE are incorporated by reference.** The City and Rados Properties agree that all recitals and operative provisions of the original SETTLEMENT AGREEMENT AND MUTUAL RELEASE and all six extensions, except those that are directly contradicted by this SECOND AMENDMENT to the SETTLEMENT AGREEMENT AND MUTUAL RELEASE, are incorporated herein by this reference and remain in full force and effect.

"CITY OF MORENO VALLEY, a municipal corporation"

DATE: _____, 2013 By: _____

Rados Properties - California Land, LLC, a California Limited Liability

DATE: _____, 2013 By: _____
Its Managing Agent
Stephen S. Rados

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MV00211106

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: John Terell, Interim Community & Economic Development Director

AGENDA DATE: July 9, 2013

TITLE: RESOLUTION TO APPROVE A CONDITIONAL COMMITMENT BY MEANS OF A SECOND AMENDMENT TO THE AFFORDABLE HOUSING AGREEMENT (HOME) BETWEEN THE CITY OF MORENO VALLEY AND MV HEMLOCK LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. 2013-64, approving a Conditional Commitment by means of Second Amendment to the Affordable Housing Agreement, in the amount of $700,000, from the City's HOME entitlement funds, by and between the City of Moreno Valley and MV Hemlock LP, a California Limited Partnership. Resolution No. 2013-57. A Resolution of the City Council of the City of Moreno Valley Approving a Conditional Commitment by Means of Second Amendment to the Affordable Housing Agreement (Home) between the City and MV Hemlock Limited Partnership, A California Limited Partnership.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

The Hemlock Family Apartments project is a 78-unit (including a manager's unit) affordable housing development situated on two parcels with a total of 5.37 acres on Hemlock Avenue, just west of Perris Boulevard. The Developer of this project is Rancho Belago Developers, Inc. using a limited partnership structure for the project – MV Hemlock LP. The project includes two sites with a 1.75 acre parcel on the south side of

Hemlock Avenue that contains 26 units, and a 3.63 acre parcel on the north side of Hemlock Avenue that will contain 52 units.

On June 28, 2011, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA) and MV Hemlock LP entered into two Affordable Housing Agreements with one agreement to be funded by RDA Housing set-aside funds (RDA Affordable Housing Agreement) and the other a HOME funded agreement (HOME Affordable Housing Agreement) for the development of the Hemlock Family Apartments. The developer of the affordable housing complex is Rancho Belago Developers, Inc. using a limited partnership structure for the project – MV Hemlock LP.

On November 13, 2012, the City Council approved the First Amendment to the HOME Affordable Housing Agreement by and between the City of Moreno Valley and MV Hemlock LP. The amended agreement modified the terms of the HOME Affordable Housing Agreement.

DISCUSSION

The Original Agreements provided for $6.3 million in assistance from the RDA through RDA Housing set-aside funds, along with $1.2 million from the City's HOME entitlement funds provided through the US Department of Housing and Urban Development (HUD).

On November 13, 2012, the City Council approved HOME First Amendment to the Affordable Housing Agreement by and between the City of Moreno Valley and MV Hemlock LP. The amended agreement modified the terms of the HOME Affordable Housing Agreement to allow for disbursement of $400,000 of the total $1.2 million HOME loan upon the issuance of the Certificate of Occupancy of the 26 units on the southerly phase.

On June 25, 2013, the Developer – Rancho Belago Developers, Inc. formally requested the City Council consider increasing funding from the City's HOME entitlement funds by $700,000, and to modify the terms of the HOME Affordable Housing Agreement from the original $1.2 million to $1.9 million.

Based on communication with the developer, the project was delayed for seven months due to the discovery of an undisclosed utility easement on the 52-unit site on the north side of Hemlock Avenue, which required redesigning of the site to the meet the utility company's standards. The increased construction costs and the loss of tax credit equity associated with delayed tax credit delivery have resulted in the need for additional funds to complete the project, hence, the request for additional funding from the City's HOME entitlement funds.

Before the terms of the HOME Affordable Housing Agreement can be modified and the HOME funds can be disbursed, there are compliance requirements established by HUD that must first be met. The City is required to conduct a subsidy layering analysis that entails a review of the sources and uses, development budget, and pro-forma to ensure the 'reasonableness' of the request. HUD requires the developer to provide the City

with a formal certification that lists all the forms of governmental assistance the project is receiving including specific amounts. Regulations also state that the maximum per unit subsidy needs to be calculated to ensure that the per-unit cost does not exceed the maximum allowed for Riverside County.

Additionally, if the amended project costs and/or financial assistance exceed the original amount by 20%, a substantial amendment process must be implemented. If approved, the revised HOME subsidy to this project will exceed the original amount by 42%, thus a Substantial Amendment is required to be completed.

For all substantial amendments, HUD requires the City comply with the citizen participation requirements (these provide for the public to be given adequate notice of the proposed change and the opportunity to comment on it). Per the City's Citizen Participation Plan, a 30-day Public Comment period is required, after which the City will need to hold a Public Hearing, and then submit the request in writing to HUD for review and approval of the increased funding. The entire Substantial Amendment process could take approximately six to eight weeks.

This Conditional Commitment of Funds is requested by the Developer so that the funds may be reserved and to provide staff sufficient time to conduct a subsidy layering analysis and complete a Substantial Amendment to the project. Once the conditions for the financing considerations and compliance requirements established by HUD are met and HUD has approved the Substantial Amendment, staff will amend the HOME Affordable Housing Agreement and will present to Council for final consideration.

ALTERNATIVES

1. Approve and authorize the recommended action as presented in this staff report. *This alternative will reserve the funds required to complete the project.*

2. Do not approve and authorize the recommended action as presented in this staff report. *This alternative may delay the completion of the project.*

FISCAL IMPACT

The approval of the Conditional Commitments of Funds has ***no impact to the General Fund*** as the funding source shall be entirely provided by HOME entitlement funds. Budget Appropriation for the HOME funds will be completed once the Amended AHA is approved.

CITY COUNCIL GOALS

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS: Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

POSITIVE ENVIRONMENT: Create a positive environment for the development of Moreno Valley's future.

ATTACHMENTS

ATTACHMENT 1 Proposed Resolution

Prepared By:
Anochar Clark
Sr. Financial Analyst

Department Head Approval:
John Terell
Interim Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY APPROVING A CONDITIONAL COMMITMENT BY MEANS OF SECOND AMENDMENT TO THE AFFORDABLE HOUSING AGREEMENT (HOME) BETWEEN THE CITY AND MV HEMLOCK LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

WHEREAS, the City of Moreno Valley ("City") previously entered into an agreement entitled "Affordable Housing Agreement (HOME)" with MV Hemlock Limited Partnership, a California limited partnership ("Participant"), dated as of June 21, 2011 ("Original AHA"); and

WHEREAS, the Original AHA provides for the Participant to develop for affordable rental housing use improvements consisting of seventy-eight (78) rental dwelling units as well as other associated improvements; and

WHEREAS, the Original AHA provides for the City to disburse moneys from the HOME Program in the amount of One Million Two Hundred Thousand Dollars ($1,200,000)("HOME Amount") subject to the satisfaction of conditions precedent delineated in the Original AHA; and

WHEREAS, On November 13, 2012, the City Council approved the First Amendment to the Affordable Housing Agreement ("First Amendment"), which modified the terms to allow for disbursement of Four Hundred Thousand Dollars ($400,000) of the HOME loan upon the issuance of the Certificate of Occupancy of the 26 units on the southerly phase; and

WHEREAS, Participant has requested that the City agree to disburse an additional Seven Hundred Thousand Dollars ($700,000) of moneys from the City's HOME entitlement funds increasing the HOME Loan Amount from One Million Two Hundred Thousand Dollars ($1,200,000) to One Million Nine Hundred Thousand Dollars ($1,900,000) subject to the satisfaction of conditions precedent delineated in the Original AHA and subsequently the First Amendment to AHA; and

WHEREAS, the disbursal of additional moneys from the City's HOME entitlement funds will require a Second Amendment to the Original AHA; and

WHEREAS, City staff will cause to be prepared a Second Amendment to the Affordable Housing Agreement ("Second Amendment"), which would, upon approval by

the City Council and execution by the parties thereto, implement the changes as proposed by the Participant as described above; and

WHEREAS, the allocation and disbursal of the additional moneys from the City's HOME entitlement funds is subject to the compliance requirements, terms and conditions established and administered by HUD. HUD's approval is necessary before the AHA can be amended; and

WHEREAS, City staff has reviewed the request and circumstances related to the request and supports the conditional commitment of additional HOME entitlement funds; and

WHEREAS, the City Council has duly considered this Conditional Commitment and believes that it is in the best interests of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY DOES RESOLVE AS FOLLOWS:

1. The City Council hereby finds that the statements set forth in the Recitals hereto are true and correct.

2. The City Council hereby approves the Conditional Commitment of additional HOME entitlement funds, subject to the compliance requirements, terms, and conditions established by HUD.

3. The City Council directs City staff to complete the requirements imposed by HUD to allocate moneys from the City's HOME entitlement funds in accordance with the Conditional Commitment.

APPROVED and ADOPTED this 9th day of July, 2013.

By:_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halsted, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-64 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 9th day of July, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer and John Terell, Interim Community & Economic Development Director

AGENDA DATE: July 9, 2013

TITLE: PA07-0080, PM 35672 – REQUEST TO CONDUCT A FULL ROAD CLOSURE OF INDIAN STREET FROM IRIS AVENUE TO KRAMERIA AVENUE AND IRIS AVENUE BETWEEN INDIAN AVENUE AND CONCORD WAY FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM AUGUST 12, 2013 – NOVEMBER 1, 2013

RECOMMENDED ACTION

Recommendations:

1. Authorize a full road closure of Indian Street from Iris Avenue to Krameria Avenue and Iris Avenue between Indian Avenue and Concord Way for the construction of street improvements from August 12, 2013 – November 1, 2013.

2. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

BACKGROUND

On July 8, 2008 the City Council of the City of Moreno Valley approved Tentative Parcel Map No. 35672 (PA07-0080) and a Plot Plan (PA08-0018) for a one-building option 1,560,046 square foot industrial building. The parcel map proposes to subdivide 80.24 gross acres into one (1) parcel. The map is located at the southeast corner of Iris Avenue and Indian Street.

On May 16, 2013 the developer submitted a planning application for Amended Plot Plan PA13-0022, an amendment to original Plot Plan PA08-0018. The Amended Plot Plan PA13-0022 proposes a 1,476,017 square foot building. Staff has reviewed the

Amended Plot Plan and is in the process of recommending approval of the project to the Community and Economic Development Director.

The required improvements in the conditions of approval associated with the tentative map approval will not change as a result of the approval of Amended Plot Plan PA13-0022. On February 11, 2009, a Cooperative Agreement, among the developer, the City, and Riverside County Flood Control and Water Conservation District recorded, obligating the developer to construct master storm drain facilities within Indian Street and Krameria Avenue consistent with the Sunnymead Area Drainage Plan.

DISCUSSION

Due to the nature and complexity of the required public improvements, the Developer is requesting a full road closure of Indian Street from Iris Avenue to Krameria Avenue and Iris Avenue between Indian Avenue and Concord Way. The road closure will be conducted in such a manner that will provide local and emergency vehicle access to affected properties.

The entire duration of road closure will be eight (8) weeks or approximately 60 calendar days. The request for the road closure is due to major improvement work including, but not limited to, removal of existing asphalt pavement, installation of major storm drain facilities, asphalt paving, sidewalk, street lights, landscaping, catch basins and storm drain laterals, utilities and associated signing and striping. All of the work will be reviewed by inspectors from the City of Moreno Valley. It is anticipated that the road will be open to traffic on November 1, 2013.

There are two (2) single family homes within the area of the closure. The road closure will affect the ingress or egress of these parcels, so the contractor will coordinate with the occupants to ensure safe access to and from the properties as needed. The road closure will also require a detour to the traveling public. The contractor performing the roadway improvements will phase the work such that both roads will not be closed at the same time. In addition, the contractor is being required to maintain safe pedestrian access along Indian Street throughout the duration of the construction.

City staff was advised by the developer that all potentially affected property owners have been contacted/notified, as has the principal for the adjacent public school. The road closure/detour/traffic control plan for this closure has been reviewed and approved by the City Traffic Engineer.

ALTERNATIVES

1. Authorize a full road closure of Indian Street from Iris Avenue to Krameria Avenue and Iris Avenue between Indian Avenue and Concord Way for the construction of street improvements from August 12, 2013 – November 1, 2013. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

2. Do not authorize a full road closure of Indian Street from Iris Avenue to Krameria Avenue and Iris Avenue between Indian Avenue and Concord Way for the construction of street improvements from August 12, 2013 – November 1, 2013. Do not authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues. There would be no road closure. *This alternative would result in an unsafe work environment and would significantly delay the completion of this project.*

FISCAL IMPACT

The developer will be responsible for all costs associated with this proposal.

CITY COUNCIL GOALS

PUBLIC SAFETY
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

NOTIFICATION

The approved traffic control/detour plan requires the contractor to give notification to the Post Office, Police, Fire Department, Ambulance Services, Riverside Transit Authority, Waste Management, and nearby school. The public will be notified by special roadside signage showing the dates of closure and detour signs.

EXHIBITS

Attachment 1 – Road Closure Detour Map

Prepared By
Mark W. Sambito, P.E.
Engineering Division Manager

Department Head Approval
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By
Eric Lewis, P.E.
City Traffic Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00211118

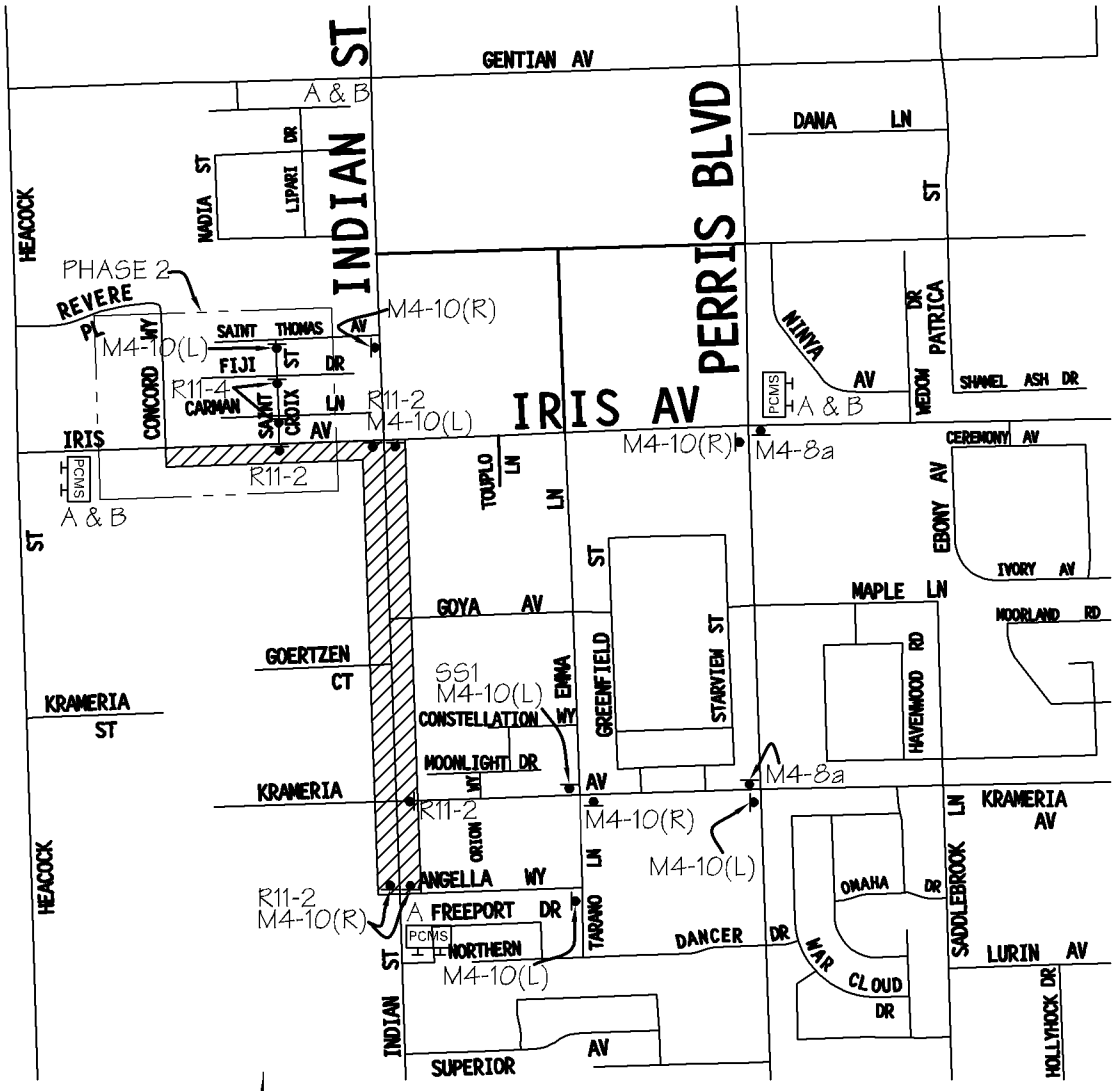

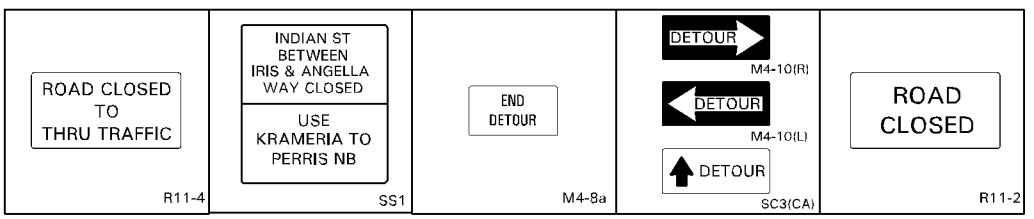

Road Closure Detour Map

PA07-0080

Attachment 1

Item No. A.18

MV00211119

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MV00211120

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: July 9, 2013

TITLE: APPROVE THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY, CITY OF RIVERSIDE, AND MJPA FOR THE COLLECTION AND EXPENDITURE OF FAIR SHARE TRAFFIC IMPACT MITIGATION FEES

RECOMMENDED ACTION

Recommendation:

1. Approve the Cooperative Agreement between the City of Moreno Valley, City of Riverside, and March Joint Powers Authority (MJPA) for the collection and expenditure of fair share impact mitigation fees for the Meridian Specific Plan located within the MJPA.

BACKGROUND

On May 1, 2013, the MJPA adopted Ordinance #JPA 13-01 approving Z 13-01 a Cooperative Agreement among the MJPA, City of Moreno Valley and City of Riverside for the collection and expenditure of land use fair share fees for the mitigation of cumulative traffic impacts, and established traffic impact fees for the 257.7 acre Meridian Specific Plan.

DISCUSSION

The Cooperative Agreement implements the fair share off-site street Development Impact Fees as required by mitigation measure IV.B-1-3 of the certified Final Subsequent Environmental Impact Report (SCH# 2009071069) for the Meridian Specific Plan, and further established in Appendix N of the traffic technical report for the Meridian EIR. The terms of the off-site mitigation are fully covered in the Cooperative Agreement between and among the MJPA, City of Moreno Valley and City of Riverside for the collection and expenditure of land use fair share fees for the mitigation of cumulative traffic impacts. The MJPA has adopted traffic mitigation fees for intersection improvements within the City of Riverside and Moreno Valley, applicable on new development within the 257.7 acre Meridian Specific Plan, generally located north of Van Buren Boulevard, south of Alessandro Boulevard, and west of Interstate 215, within the Meridian Specific Plan (SP-5).

Per the provisions of the Cooperative Agreement, the City of Moreno Valley will receive $36,634 to mitigate cumulative impacts on City streets associated with new development within the Meridian Specific Plan. Fees collected shall be used to supplement the funding of planned improvements in the areas of the cumulative impacts. The areas with cumulative impacts associated with the Meridian Specific Plan are Cactus Avenue/Elsworth Street, Alessandro Boulevard/Old 215 Frontage Road, and Day Street/Cottonwood Avenue. Planned improvements at these locations shall be constructed once the projects are fully funded.

ALTERNATIVES

1. Approve the recommended action as presented in this Staff Report. *This alternative will allow the City to accept traffic impact mitigation fees associated with the Meridian Specific Plan.*

2. Do not approve the recommended action as presented in this Staff Report. *This alternative will prohibit the City from accepting traffic impact mitigation fees associated with the Meridian Specific Plan.*

FISCAL IMPACT

Fees collected pursuant to the Cooperative Agreement shall be placed in Account 3002 70 76 80008 for use as Project No. 808 0012 70 76-3002. Per the provisions of the Cooperative Agreement, the fees collected shall be used to mitigate cumulative impacts as identified in the Agreement and are limited to this use. There will be no impact to the General Fund.

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

ATTACHMENTS

Attachment 1: Cooperative Agreement for Fair Share Fees (six originals to be forwarded to the City of Riverside)

Prepared By
Michael Lloyd, P.E.
Senior Engineer

Department Head Approval
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By
Eric Lewis, P.E., T.E.
City Traffic Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00211124

COOPERATIVE AGREEMENT BETWEEN AND AMONG MARCH JOINT POWERS AUTHORITY, CITY OF MORENO VALLEY AND CITY OF RIVERSIDE FOR THE COLLECTION AND EXPENDITURE OF LAND USE FAIR SHARE FEES FOR THE MITIGATION OF CUMULATIVE TRAFFIC IMPACTS

This COOPERATIVE AGREEMENT (**"Agreement"**) by and among March Joint Powers Authority, a joint powers authority created via a joint powers agreement, dated September 7, 1993, and amended pursuant to Section 6500, *et seq.*, of the Government Code (**"Authority"**), the City of Moreno Valley, a general law city (**"Moreno Valley"**) and the City of Riverside, a California charter city and municipal corporation (**"Riverside"**) is dated as of May 1, 2013 (**"Effective Date"**). The Authority, Moreno Valley and Riverside are sometimes individually referred to as **"Party"** and collectively as **"Parties."**

1. Recitals.

1.1 Each Party to this Agreement is a governmental entity established by law with full powers of government in legislative, administrative, and other related fields. The purpose of this Agreement is to authorize the Authority to manage and administer all land use fair share per acreage mitigation fees and ordinances and resolutions pertaining to the same and to set guidelines for the expenditure of said fees.

1.2 Each Party to this Agreement recognizes that the Authority's approval of the Meridian Specific Plan Amendment may result in cumulative impacts to the environment that the Authority cannot deem less than significant. Each Party further recognizes that the payment of fair share per acreage mitigation fees that are proportional to the cumulative impacts to each respective Parties' jurisdiction may partially mitigate the impacts if the Authority approves a mitigation program based on a reasonable plan of actual mitigation that the Parties commit themselves to implementing.

1.3 Each Party to this Agreement acknowledges that such a program can include the Authority's collection of fees from a project proponent within the North portion of the Meridian Specific Plan (**"Amendment Area"**) to fund that project's fair share of a mitigation measure designed to alleviate cumulative impacts.

1.4 Each Party to this Agreement understands that since significant cumulative impacts will occur beyond the Authority's jurisdictional boundaries that the most feasible way to implement the Authority's mitigation program is for the Authority to administer all land use fair share per acreage mitigation fees and for Moreno Valley and Riverside (the **"Implementing Parties"**) to use the same to design, plan, construct, and acquire all real property and equipment necessary to implement those traffic improvements identified in **Exhibit A**, which is attached hereto and incorporated herein by this reference (**"Appendix N, Meridian Mitigation Costs"**) or any other traffic improvement that the Implementing Parties identify within their respective jurisdictions that achieves the objective of mitigating the cumulative impacts caused by the Authority's approval of the Meridian Specific Plan Amendment, provided that **Exhibit A** is amended by the Authority and the Implementing Party desiring to identify an alternative traffic improvement in its jurisdiction, and provided that such use is otherwise in compliance with Government Code section 66000, et. seq.

1.5 The Parties recognize the importance of the Meridian Specific Plan Amendment to the creation of jobs and economic development within Western Riverside County and desire to set forth their

respective commitments to mitigate any cumulative traffic impacts that approval of the Meridian Specific Plan Amendment may cause.

1.6 The County of Riverside has elected not to participate in this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter contained and for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

2. Responsibilities of Parties.

2.1 Authority. The Authority shall undertake the following commitments:

2.1.1 Adoption of Land Use Fair Share Fees. On or before the Effective Date of this Agreement it is anticipated that the Authority will adopt the proposed land use fair share per acreage mitigation fees contained within the attached schedule, which is incorporated herein by this reference as **Exhibit B** (**"Meridian Specific Plan Land Use Fair Share Fee Schedule"**) for the purpose of requiring new development within the boundaries of the Amendment Area to contribute a fair share to traffic-related impact mitigation costs that the Authority, Moreno Valley and Riverside incur within their respective jurisdictions as a result of new development occurring within the Amendment Area.

2.1.2 Collection of Land Use Fair Share Fees. Upon adoption of the Meridian Specific Plan Land Use Fair Share Fee Schedule, Authority agrees to collect land use fair share per acreage mitigation fees (**"LU Fair Share Fees"**) from every developer proposing projects within the Amendment Area on the date the Authority issues a certificate of occupancy and remits the same to the Implementing Parties pursuant to Section 2.1.3 below. To determine a LU Fair Share Fee, the Authority shall identify the land use designation for the project, the proposed acreage of the project and the applicable LU Fair Share Fee for the project, which is identified in **Exhibit B**. The Authority shall calculate the LU Fair Share Fee by multiplying the applicable LU Fair Share Fee for the project by the proposed acreage of the project. The LU Fair Share Fees constitute separate fees that the Authority shall collect in addition to any Transportation Uniform Mitigation Fee (TUMF) that the Authority is under obligation to collect.

2.1.3 Disbursement of Land Use Fair Share Fees. Following the Effective Date, the Authority shall remit to each Implementing Party its allocation of any LU Fair Share Fee within thirty (30) calendar days of receipt. The Authority shall determine an Implementing Party's fair share allocation by multiplying the total of the LU Fair Share Fees received by the percentage of LU Fair Share Fees that the Implementing Party is entitled to. The percentage of LU Fair Share Fees that an Implementing Party is entitled to is identified in **Exhibit C** (**"Fair Share Fee Allocation Table"**), which is attached hereto and incorporated herein by this reference.

2.2 Moreno Valley and Riverside. The Implementing Parties shall undertake the following commitments:

2.2.1 Receipt of Land Use Fair Share Fees. Upon receipt, each Implementing Party shall place the LU Fair Share Fees in trust in an interest-bearing account with interest to accrue to the benefit of the Implementing Party. Implementing Parties shall deposit, invest, account for and expend the LU Fair Share Fees in accordance with this Agreement, Government Code section 66006 et seq. and/or any other applicable statute as enacted by the State of California.

2.2.2 Use of Land Use Fair Share Fees for Completion of Traffic Mitigation Improvements. The Implementing Parties shall expend LU Fair Share Fees and any interest accrued

therefrom on (i) the design, planning, construction of and acquisition of the Traffic Mitigation Improvements identified in **Exhibit A**; or (ii) the design, planning, construction of and acquisition of any other traffic improvement within the jurisdiction of the Implementing Party that achieves the objective of mitigating the cumulative impacts caused by the Authority's approval of the Meridian Specific Plan Amendment, provided that **Exhibit A** is amended by the Authority and the Implementing Party desiring to identify an alternative traffic improvement in its jurisdiction, and provided that such use is otherwise in compliance with Government Code section 66000, et. seq. (collectively referred to herein as the **"Permitted Uses"**). The Implementing Parties shall not use the LU Fair Share Fees or any interest accrued therefrom for any other expenditure or purposes other than the Permitted Uses. The Meridian Specific Plan Amendment Final EIR and Mitigation Monitoring Reporting Plan are on file at the offices of Authority and are incorporated herein by reference. Nothing herein shall preclude the Implementing Parties from using the Traffic Mitigation Fees to reimburse the Implementing Parties for prior expenditures on the Permitted Uses not funded with LU Fair Share Fees, provided that the Implementing Party utilizing the funds for this purpose has determined that such use is consistent with Government Code section 66000, et seq., and makes such use at its sole risk and subject to the indemnification obligations set forth below.

3. Mutual Indemnification.

3.1 Moreno Valley and Riverside (each, under this Section 3.1, an **"Indemnifying Party"**) shall each defend, indemnify and hold the Authority, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death ("Claim"), to the extent arising out of or incident to any intentional or negligent acts, errors or omissions of the respective Indemnifying Party, its officials, officers, employees, or agents in the performance of this Agreement or the expenditure of the LU Fair Share Fees for the Permitted Uses, including without limitation the payment of all consequential damages and reasonable attorneys' fees, expert witness fees and other related costs and expenses of defense. The sole exception to each Indemnifying Party's obligation to indemnify shall be for acts of negligence or willful misconduct of the Authority, its officials, officers, employees, or agents as relates to the relevant Claim. This is a comparative negligence provision and each party shall bear their own costs to the extent to which they are each negligent. Each Indemnifying Party shall, respectively, defend, at its own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Authority, its officials, officers, employees, volunteers and agents. Each Indemnifying Party shall, respectively, pay and satisfy any judgment, award or decree that may be rendered against the Authority, its officials, officers, employees, volunteers and agents in any such suits, actions or other legal proceedings. The Indemnifying Party's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Authority, its officials, officers, employees, volunteers and agents.

3.2 Authority (under this Section 3.2, the **"Indemnifying Party"**) shall defend, indemnify and hold Moreno Valley, Riverside and their officials, officers, employees, volunteers and agents free and harmless from any and all Claims, to the extent arising out of or incident to any intentional or negligent acts, errors or omissions of the Indemnifying Party, its officials, officers, employees, or agents in the performance of this Agreement, or the adoption, collection or disbursement of the LU Fair Share Fees, including without limitation the payment of all consequential damages and reasonable attorneys' fees, expert witness fees and other related costs and expenses of defense. The sole exception to the Indemnifying Party's obligation to indemnify shall be for acts of negligence or willful misconduct of Moreno Valley and/or Riverside, as applicable, and their officials, officers, employees, or agents as relates to the relevant Claim. This is a comparative negligence provision and each party shall bear their own costs to the extent to which they are each negligent. The Indemnifying Party shall defend, at its own

cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Moreno Valley, Riverside, and their officials, officers, employees, volunteers and agents. The Indemnifying Party shall pay and satisfy any judgment, award or decree that may be rendered against Moreno Valley, Riverside or their officials, officers, employees, volunteers and agents in any such suits, actions or other legal proceedings. The Indemnifying Party's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Moreno Valley, Riverside or their officials, officers, employees, volunteers and agents.

4. Audit and Inspection of Records.

4.1 Moreno Valley and Riverside agree that their respective records, which shall include, but not be limited to accounting records, written policies and procedures, public bid documents, engineering and construction contracts, consultant contracts and payment history, contract files (including plans and specifications), original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence relied upon to substantiate charges related to the Permitted Uses or to substantiate receipt of the LU Fair Share Fees (collectively referred to as the **"Records"**), shall be open to inspection and subject to audit and reproduction by Authority's auditors or other authorized representatives at all reasonable times, in order for the Authority to enforce its rights under this Agreement. The cost of said audit shall be at the expense of the Authority.

4.2 The Authority, through any of its duly authorized representatives, upon providing at least forty-eight (48) hours prior written notice, shall be afforded access to all of the Records of Moreno Valley and Riverside during normal business hours, subject to reasonable limitations, throughout the term of this Agreement.

4.3 Information contained in the Records or other matters discovered during such audits or inspections shall not be disclosed to third parties unless required by law or unless otherwise resulting from or related to the pursuit of any remedies or the Authority's assertion of any rights hereunder.

4.4 All Records must be retained by Moreno Valley and Riverside for three (3) years, or for any longer period required by law, following the complete fulfillment and satisfaction by Moreno Valley and Riverside of all commitments made and undertaken pursuant to this Agreement.

5. Exhibits. The following exhibits are hereby incorporated into and made a part of this Agreement wherever referred to as though set forth at length, except where certain portions of specific exhibits have been deleted or superseded by sections of this Agreement:

Exhibit "A"	**Appendix N, Meridian Mitigation Costs**
Exhibit "B"	**Meridian Specific Plan Land Use Fair Share Fee Schedule**
Exhibit "C"	**Fair Share Fee Allocation Table**

6. Dispute Resolution.

6.1 Negotiation. In the event of a dispute, claim or controversy arising from or in relation to this Agreement, the Parties agree to undertake good faith attempts to resolve said dispute, claim or controversy within seven (7) calendar days after the receipt of written notice from the Party alleging that a minor dispute, claim or controversy exists. The Parties additionally agree to cooperate with the other Party in scheduling negotiation sessions. However, if said matter is not resolved within thirty (30) calendar days after conducting the first negotiating session, any Party may then request that the matter be submitted for alternative dispute resolution.

6.2 Alternative Dispute Resolution. If any Party, in accordance with this Agreement, requests that an unresolved dispute, claim or controversy be submitted to non-binding mediation or arbitration, the Parties agree first to undertake good faith efforts to settle the dispute through an agreed upon method of alternative dispute resolution. If any Party rejects the resulting mediation or arbitration determination within the specified timeframe determined during the mediation or arbitration process, the Parties may seek any other available legal remedies.

6.3 Legal Action. Compliance with the provisions of Sections 6.1 and 6.2 shall be a condition precedent to any legal action, provided that nothing herein shall limit the Parties' right to terminate this Agreement for default.

6.4 Allocation of Fees and Costs. The Parties agree to share the fees of the mediator or arbitrator and all costs associated with mediation and arbitration; provided, however, each Party that is subject to the proceeding shall be responsible for its own legal costs, including attorneys' fees and the costs associated with experts.

7. Default.

7.1 Notice of Default. Failure or delay by any Party to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided, however, that if the Party or Parties who are otherwise claimed to be in default by the other Party or Parties commences to cure, correct or remedy the alleged default within thirty (30) calendar days after receipt of written notice specifying such default and thereafter diligently undertakes efforts to complete such cure, correction or remedy, such Party or Parties shall not be deemed to be in default hereunder. The Party claiming that a default has occurred shall give written notice of default to the defaulting Party or Parties, specifying the deficiencies causing the alleged default. Delay in giving such written notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the non-defaulting Party or Parties shall have no right to exercise any remedy for a default hereunder without first delivering the written default notice as specified herein.

7.2 Failure to Cure. In the event that the defaulting Party or Parties fails to commence to cure, correct or remedy a default within thirty (30) calendar days following receipt of written notice, or thereafter fails to diligently complete such cure, correction or remedy, a breach of this Agreement shall be deemed to have occurred. In the event of a breach, the non-defaulting Party or Parties may terminate this Agreement through a written notice of termination. Disputes regarding the facts that may have given rise to termination under this section shall be subject to the dispute resolution provisions provided above, but the right to terminate for such reason shall not be subject to review.

7.3 Changed Conditions. In the event that any Party to this Agreement, despite its best efforts, cannot, for reasons beyond the control of the Party, timely satisfy a contingency or condition required by this Agreement, that Party shall provide immediate written notification to the other Parties

within seven (7) calendar days after the occurrence of the event specifying the reasons for which the requirements cannot be met. As soon as practically possible thereafter, the Parties shall meet and confer in good faith to consider the changed conditions and the potentially adverse impacts upon this Agreement. The Parties shall work in good faith to resolve the problem and if this meet-and-confer process results in a recommended restructured form of this Agreement, representatives of all Parties will recommend such changes as necessary to the individual, Party or governing body authorized to amend this Agreement. Any approval of such restructured Agreement shall be subject to the amendment provisions provided below.

8. Force Majeure. In addition to specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default, or considered to be a default, where delays or defaults are due to the force majeure events of war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes or lack of transportation, weather-caused delays, inability to secure necessary labor, materials or tools, delays of any contractors, subcontractor or supplier, which are not attributable to the fault of the Party claiming an extension of time to prepare or acts or failure to act of any public or governmental agency or entity. Delays encountered by any Party due to governmental actions, reviews, approvals and permits shall not be deemed to be an enforced delay or a force majeure event pursuant to this section. An extension of time for any such force majeure event shall be for the period of the enforced delay and shall commence to run from the date of occurrence of the delay; provided, however, that the Party that claims the existence of the delay has first provided each of the other Parties with written notice of the occurrence of the delay within seven (7) calendar days after the commencement of such occurrence or delay. A Party's failure to timely submit such notice of the occurrence of the delay pursuant to this section shall be precluded from asserting the occurrence of an enforced delay or force majeure event.

9. Attorneys' Fees. Except as otherwise expressly provided herein, each Party who files any action or brings any action or proceeding against the other arising from this Agreement, seeks resolution of disputes pursuant to this Agreement or is made a party to any action or proceeding brought by any other person or governmental entity, shall bear its own costs and fees.

10. Laws and Regulations. Each Party shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of this Agreement, including the California Environmental Quality Act, and shall give all notices required by law. Each Party shall be liable for all violations of such laws and regulations in connection with this Agreement. If any Party performs any of its obligations hereunder knowing that its actions are contrary to such laws, rules and regulations and without giving written notice to the other, the violating Party shall be solely responsible for all costs arising therefrom. The violating Party shall defend, indemnify and hold the other, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

11. Miscellaneous Terms.

11.1 Notices, Demands and Communications Among the Parties.

11.1.1 Formal notices, demands and communications between the Parties shall be deemed sufficiently given if: (i) dispatched by registered or certified mail via the United States Postal Service, postage prepaid, return receipt requested, as designated in this section; or (ii) by messenger service for immediate personal delivery; or (iii) by electronic transmittal, including fax transmissions with telephonic verification receipt. Such written notices, demands and communications may be sent in the

same manner to such other addresses as the Parties may from time to time designate by written notice to the other Parties.

11.1.2 All notices, demands and communications shall be sent, as follows:

TO MARCH JOINT POWERS AUTHORITY	**TO CITY OF MORENO VALLEY:**
March Joint Powers Authority 23555 Meyer Drive Riverside, CA 92552 Attn: Executive Director With a copy to: Best Best & Krieger, LLP 3500 Porsche Way, Suite 200 Ontario, CA 91764 Attn: General Counsel	City of Moreno Valley P.O. Box 88005 Moreno Valley, CA 92552-0805 Attn: City Manager With a copy to: Office of the City Attorney P.O. Box 88005 Moreno Valley, CA 92552-0805 Attn: City Attorney
TO CITY OF RIVERSIDE:	
City of Riverside 3900 Main Street Riverside, CA 92522 Attn: City Manager With a copy to: Office of the City Attorney 3900 Main Street Riverside, CA 92522 Attn: City Attorney	

11.1.3 Notices that are dispatched by registered or certified mail through the United States Postal Service shall be deemed to be received, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, five (5) calendar days after deposit with the United States Postal Service. Notices that are dispatched by messenger for immediate personal delivery services shall be deemed received upon the day dispatched. Notices dispatched by express delivery services shall be deemed received upon execution of the delivery receipt by the Party receiving such notices. Notices dispatched through electronic transmittals shall be deemed received upon telephonic verification of such receipt.

11.2 Amendment. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing signed by all Parties. **Exhibit A** may be amended by the Authority and the Party seeking an amendment in its jurisdiction only, as further set forth in this Agreement.

11.3 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement.

11.4 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

11.5 Time is of the Essence. For each provision of this Agreement which states a specific amount of time within which the requirements thereof are to be satisfied, time shall be deemed of the essence.

11.6 Third Party Beneficiaries. This Agreement and the performance of the Parties' obligations hereunder are for the sole and exclusive benefit of the Parties. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against the Parties hereunder as a result of any Party's performance or nonperformance of their respective obligations under this Agreement.

11.7 Governing Law. This Agreement shall be governed by the laws of the State of California without regard to conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Riverside, California, regardless of the order of the signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for Riverside County, California. The Parties consent to the personal jurisdiction and venue in federal or state court located within or for the County of Riverside, California, and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

11.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days unless specifically stated to the contrary as business days or work days. All references to Authority include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of Authority, except as otherwise specified in this Agreement. All references to the Implementing Parties include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of the Implementing Parties, except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

other default by the other Parties. All warranties and promises to indemnify shall survive the termination, abandonment, or completion of this Agreement.

11.11 Legal Counsel. Each Party acknowledges that: (i) it has read this Agreement; (ii) it has had the opportunity to have this Agreement explained to it by legal counsel of its choice; (iii) it is aware of the content and legal effect of this Agreement; and (iv) it is not relying on any representations made by the other Party or any of the employees, agents, representatives, or attorneys of the other Party, except as expressly set forth in this Agreement.

11.12 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder.

11.13 Binding Effect. The terms of this Agreement shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective successors and assigns.

11.14 Nondiscrimination. During the term of this Agreement, the Parties shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, the Implementing Parties agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

11.15 Authorized Representatives. The person or persons executing this Agreement on behalf each Party warrants and represents that he/she has the authority to execute this Agreement on behalf of that Party and that they have the authority to bind that Party to the performance of its obligations hereunder.

11.16 Entire Agreement. This Agreement constitutes the entire and integrated agreement of the Authority and the Implementing Parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous oral or written negotiations, representations or agreements.

[SIGNATURES ON THE FOLLOWING PAGE]

SIGNATURE PAGE TO COOPERATIVE AGREEMENT

MARCH JOINT POWERS AUTHORITY

By: _____
Chair, March Joint Powers Authority

APPROVED AS TO LEGAL FORM:

By: _____
General Counsel

ATTEST:

By: _____
Authority Secretary

SIGNATURE PAGE TO COOPERATIVE AGREEMENT

CITY OF MORENO VALLEY

By: _____
Mayor

APPROVED AS TO LEGAL FORM:

By:_____
City Attorney

ATTEST:

By:_____
City Clerk

SIGNATURE PAGE TO COOPERATIVE AGREEMENT

CITY OF RIVERSIDE

By: _____
Mayor

ATTEST:

By:_____
City Clerk

APPROVED AS TO FORM:

By:_____
City Attorney

EXHIBIT "A"

Appendix N, Meridian Mitigation Costs

[attached behind this page]

Appendix N

Meridian Mitigation Costs

Introduction

This Appendix contains drawings and Opinion of Probable Construction Cost estimates for the proposed improvements identified in the Meridian SPA Traffic Impact Analysis. It also provides a calculation of the proposed Project's fair share payment toward each improvement where it contributes toward a significant cumulative traffic impact.

Project Mitigation Measures

As discussed in the Traffic Impact Analysis, the proposed Project would result in significant direct and cumulative traffic impacts. Feasible improvements have been identified, and the drawings and the estimated opinion of probable cost for these improvements are included in this Appendix. The proposed Project will be responsible for fully funding feasible improvements required to mitigate its direct impacts. Mitigation for direct impacts is limited to the intersection of Van Buren Boulevard and Barton Street. In addition, the Project applicant has agreed to fully fund improvements to mitigate its cumulative traffic impacts at the following locations:

- Van Buren Boulevard/Coyote Bush Road
- Van Buren Boulevard/Village West Drive
- Cactus Avenue/Meridian Parkway (Existing + Amendment + Cumulative Projects condition only)

At all other locations where the Project has a significant cumulative impact, the Project's mitigation would be the payment of a fee based on its "fair share" of traffic impacts, as described in Chapter 10 of the Traffic Impact Analysis.

Method for Collecting Fair Share Payments

Prior to the issuance of a certificate of occupancy for any lot in the SPA area that would generate traffic in excess of the external traffic generation of Phases I and II, the developer of that lot shall provide to the March JPA that lot's fair share contribution toward the mitigation of cumulative traffic impacts.

Intersection	Fair Share	
INT #3 ALESSANDRO BOULEVARD & MISSION GROVE PARKWAY - LONG TERM CUMULATIVE	$	284
INT #6 ALESSANDRO BOULEVARD & MERIDIAN PARKWAY - LONG TERM CUMULATIVE	$	2,607
INT #7 ALESSANDRO BOULEVARD & I-215 SB RAMPS - LONG TERM CUMULATIVE	$	10,248
INT #8 ALESSANDRO BOULEVARD & I-215 NB - NEAR TERM CUMULATIVE	$	7,363
INT #8 ALESSANDRO BOULEVARD & I-215 NB - LONG TERM CUMULATIVE	$	5,516
INT #9 ALESSANDRO BOULEVARD & OLD 215 - LONG TERM CUMULATIVE	$	1,404
INT #12 MERIDIAN PARKWAY & CACTUS AVENUE- NEAR TERM CUMULATIVE	$	37,000
INT #15 CACTUS AVENUE & ELSWORTH STREET - NEAR TERM CUMULATIVE	$	24,587
INT #15 CACTUS AVENUE & ELSWORTH STREET - LONG TERM CUMULATIVE	$	6,744
INT #21 VAN BUREN BOULEVARD & WOOD ROAD - NEAR TERM CUMULATIVE	$	69,476
INT #22 VAN BUREN BOULEVARD & TRAUTWEIN ROAD - NEAR TERM CUMULATIVE	$	24,476
INT #23 VAN BUREN BOULEVARD & BARTON ROAD - Direct Impact	$	391,000
INT #24 VAN BUREN BOULEVARD & COYOTE BUSH ROAD - NEAR TERM CUMULATIVE	$	327,000
INT #26 VAN BUREN BOULEVARD & VILLAGE WEST DRIVE - NEAR TERM CUMULATIVE	$	29,000
INT #36 NANDINA AVENUE & BARTON STREET- NEAR TERM CUMULATIVE	$	4,103
INT #37 COTTONWOOD AVENUE & DAY STREET- LONG TERM CUMULATIVE	$	3,899
TOTAL	$	944,707

Note: Fair share allocations are for cumulative impacts outside JPA boundaries. Costs for Meridian/Cactus ($37,000), Van Buren/Barton ($391,000), Van Buren/Coyote Bush ($327,000), and Van Buren/Village West ($29,000) will be borne 100% by the Project.

FAIR SHARE CALCULATIONS

Int #	Project Traffic Volume	Existing Traffic Volume	Existing Plus Amendment Plus Cumulative Traffic Volume	Existing Plus Amendment Plus Cumulative Fair Share (%)	Future Year Plus Amendment Traffic Volume	Future Year Plus Amendment Fair Share (%)
1	73	8360	n/a	n/a	15797	0.98%
2	73	6881	n/a	n/a	11892	1.46%
3	78	6033	n/a	n/a	14028	0.98%
6	809	6193	n/a	n/a	21400	5.32%
7	341	6513	n/a	n/a	15627	3.74%
8	251	6071	9308	7.75%	13995	3.17%
9	110	4679	n/a	n/a	13784	1.21%
12	1468	462	6893	22.83%	12047	12.67%
13	918	2207	6995	19.17%	n/a	n/a
14	592	5882	12743	8.63%	n/a	n/a
15	139	6241	11632	2.58%	12023	2.40%
21	256	8065	10889	9.07%	13470	4.74%
22	181	8132	13149	3.61%	n/a	n/a
23	188	6777	12317	3.39%	14590	2.41%
24	321	5484	11555	5.29%	n/a	n/a
26	537	5844	13723	6.82%	16609	4.99%
27	1123	5707	n/a	n/a	17349	9.65%
36	51	658	2026	3.73%	n/a	n/a
37	49	1516	n/a	n/a	7971	0.76%

Notes:

Traffic Volume is the total combined a.m. and p.m. peak-hour traffic traversing the intersection.

MV00211140

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

KHA Job #: 095300028 5-Apr-10

Prepared By: Kimley-Horn and Associates, Inc.

FOR THE CONSTRUCTION OF :

MERIDIAN SPA- DIRECT, NEAR TERM CUMULATIVE, & LONG TERM CUMULATIVE TRAFFIC IMPACTS

Off-Site Improvement Costs by Location

INTERSECTION	Jurisdiction	Funding Source(s)	Cumulative or Direct Cost	Total Cost	Fair share*	Anticipated Total LNR Cost	Potentially Overlapping Local Agency CIP Project	Notes
INT #3 ALESSANDRO BOULEVARD & MISSION GROVE PARKWAY - LONG TERM CUMULATIVE	City of Riverside	Fair Share	Cumulative	$ 29,000	0.88%	$ 254	None	
INT #6 ALESSANDRO BOULEVARD & MERIDIAN PARKWAY - LONG TERM CUMULATIVE	City of Riverside	Fair Share	Cumulative	$ 49,000	5.32%	$ 2,607	None	
INT #7 ALESSANDRO BOULEVARD & I-215 SB RAMPS - LONG TERM CUMULATIVE	Caltrans	Fair Share, TUMF Interchange	Cumulative	$ 274,000	3.74%	$ 10,248	None	
INT #8 ALESSANDRO BOULEVARD & I-215 NB - NEAR TERM CUMULATIVE	Caltrans	Fair Share, Meridian Phase 3, TUMF	Cumulative	$ 95,000	7.75%	$ 7,363	None	
INT #8 ALESSANDRO BOULEVARD & I-215 NB - LONG TERM CUMULATIVE	Caltrans	Fair Share, Meridian Phase 3, TUMF	Cumulative	$ 174,000	3.17%	$ 5,516	None	
INT #9 ALESSANDRO BOULEVARD & OLD 215 - LONG TERM CUMULATIVE	City of Moreno Valley	Fair Share	Cumulative	$ 116,000	1.21%	$ 1,404	None	
INT #12 MERIDIAN PARKWAY & CACTUS AVENUE- NEAR TERM CUMULATIVE	March JPA	Meridian Phase 2A	Cumulative	$ 37,000	100.00%	$ 37,000	None	
INT #12 MERIDIAN PARKWAY & CACTUS AVENUE- LONG TERM CUMULATIVE	March JPA	Meridian West Campus	Cumulative	$ 934,000	0.00%	$ -	None	
INT #15 CACTUS AVENUE & ELSWORTH STREET - NEAR TERM CUMULATIVE	City of Moreno Valley	Fair Share, EB lane Fully Funded per 08 RTIP	Cumulative	$ 953,000	2.58%	$ 24,557	Yes	Cactus widening project planned by Moreno Valley would provide one of the additional lanes in proposed improvements
INT #15 CACTUS AVENUE & ELSWORTH STREET - LONG TERM CUMULATIVE	City of Moreno Valley	Fair Share	Cumulative	$ 281,000	2.40%	$ 6,744	None	
INT #21 VAN BUREN BOULEVARD & WOOD ROAD - NEAR TERM CUMULATIVE	City of Riverside	Fair Share, TUMF	Cumulative	$ 766,000	9.07%	$ 69,476	Yes	Van Buren widening to a 6 lanes from Washington to Wood planned by Riverside County would provide two lanes identified in mitigation.
INT #22 VAN BUREN BOULEVARD & TRAUTWEIN ROAD - NEAR TERM CUMULATIVE	City of Riverside	Fair Share, Meridian Phase 3, TUMF	Cumulative	$ 675,000	3.81%	$ 25,479	None	
INT #23 VAN BUREN BOULEVARD & BARTON ROAD - Direct Impact	City/County of Riverside	Meridian Phase 2A	Direct	$ 391,000	100.00%	$ 391,000	None	
INT #24 VAN BUREN BOULEVARD & COYOTE BUSH ROAD - NEAR TERM CUMULATIVE	City/County of Riverside	Meridian Phase 2A	Cumulative	$ 327,000	100.00%	$ 327,000	None	
INT #25 VAN BUREN BOULEVARD & VILLAGE WEST DRIVE - NEAR TERM CUMULATIVE	County of Riverside	Meridian Phase 2A	Cumulative	$ 29,000	100.00%	$ 29,000	None	
INT #36 NANDINA AVENUE & BARTON STREET- NEAR TERM CUMULATIVE	County of Riverside	Fair Share	Cumulative	$ 110,000	3.73%	$ 4,103	None	
INT #37 COTTONWOOD AVENUE & DAY STREET- LONG TERM CUMULATIVE	City of Moreno Valley	Fair Share	Cumulative	$ 513,000	0.76%	$ 3,899	Yes	Planned widening from Cottonwood to Alessandro by Moreno Valley may provide one of the additional lanes in proposed improvements
TOTAL				$ 5,793,000		$ 945,351		

* Fair Share percentage contingent upon agency approval of the calculation.

Total Direct	$ 391,000	Total Direct	$ 391,000
Near Term Cumulative	$ 2,995,000	Near Term Cumulative	$ 523,005
Long Term Cumulative	$ 2,407,000	Long Term Cumulative	$ 34,376

CITY OF MORENO VALLEY
Capital Improvement Plan - Project Details
FY 2009-2014 and Beyond

Project Title: Cactus Avenue Eastbound 3rd Lane Improvements / I-215 to Veterans Way

Department / Division: Public Works Department / Capital Projects Division

Fund . Business Unit: : 416.78527 416.Unfunded

Project Status:
- [ ] New
- [ ] Delayed
- [x] In Progress
- [ ] Deleted
- [ ] Completed
- [ ] On Hold

Project Priority in CIP Category
- [x] Essential (Start within 1 yr)
- [ ] Necessary (Start within 1 to 3 yrs)
- [ ] Desirable (Start within 3 to 5 yrs)
- [ ] Deferrable (Start within 5 to 10 yrs)

Project Description:
This is a component of the Cactus Avenue / I-215 interchange project and also supports the signalization of the intersection of Cactus Avenue / Commerce Center. The project involves adding a third eastbound through lane on Cactus Avenue to receive the traffic from the northbound I-215 high-speed off-ramp. The third lane will extend through the intersection of Cactus Avenue / Elsworth Street before merging the traffic back in before Veterans Way. The existing eastbound right-turn lane on Cactus Avenue at Elsworth Street / March Air Reserve Base entrance would be retained by reconstructing it south of the new through lane.

Design: January 2009 to November 2009
Construction: TBD (subject to available funding)

Project Location Map:

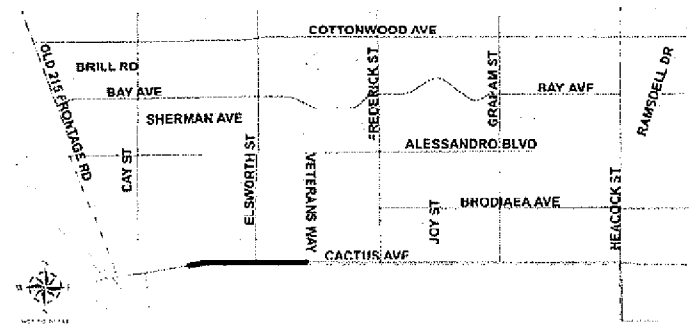

Justification or Significance of Improvement:
This project is needed to relieve traffic congestion on Cactus Avenue. The project will improve capacity and provide a potential safety benefit at the existing high-speed off-ramp merge.

CIP Category
- [x] Street Improvements
- [ ] Bridges
- [ ] Buildings
- [ ] Drainage, Sewers, & Waterlines
- [ ] Electric Utility
- [ ] Landscaping
- [ ] Parks
- [ ] Special Projects
- [ ] Traffic Signals
- [ ] Underground Utilities

PROJECT PHASE	CY Budget FY 2008-2009	CY Projected Expenditure FY 2008-2009	CY Return to Fund Balance FY 2008-2009	Carryover to FY 2009-2010	New Request FY 2009-2010	Carryover plus New Request FY 2009-2010	FY 2010-2011	FY 2011-2012	FY 2012-2013	FY 2013-2014 and Beyond	Total
Prelim. Eng. / Environ.	376,136	59,421		316,715		316,715					316,715
Design							140,000				140,000
Right-of-Way							1,460,000				1,460,000
Construction											
Other											
PROJECT TOTAL	**376,136**	**59,421**	**0**	**316,715**	**0**	**316,715**	**1,600,000**	**0**	**0**	**0**	**1,916,715**

FUNDING SOURCE	CY Budget FY 2008-2009	CY Projected Expenditure FY 2008-2009	CY Return to Fund Balance FY 2008-2009	Carryover to FY 2009-2010	New Request FY 2009-2010	Carryover plus New Request FY 2009-2010	FY 2010-2011	FY 2011-2012	FY 2012-2013	FY 2013-2014 and Beyond	Total
DIF Arterial Streets (201) 416.78527	376,136	59,421		316,715		316,715					316,715
DIF Arterial Streets (201) 416.Unfunded							1,600,000				1,600,000
REVENUE TOTAL	**376,136**	**59,421**	**0**	**316,715**	**0**	**316,715**	**1,600,000**	**0**	**0**	**0**	**1,916,715**

MV00211142

Supervisorial District 1

NAME / LIMITS / LENGTH (mi) / DESCRIPTION (comments)	EW (ft) / PW (ft)	MO / CT / PL / RW	PROJECT NUMBER / ROAD BOOK PAGE / ROAD NUMBER / LEAD AGENCY / LARGER PROJECT	FUND SOURCE	FUND SOURCE COST (x $1000)		PFY	09/10	10/11	11/12	12/13	13/14	14/15	15/16
Van Buren Blvd		11	B3-0743	364	590	D	106	3						
Porter Ave		C	53			F	1							
0.01(mi)	0 (ft)/ 0 (ft)	Y	S5415B			R	2	1						
Install Traffic Signal		N	RCTD			C	2	475						
				TOTAL	590									
Van Buren Blvd		11	B5-0657	349	470	D	435	199						
Washington St	Wood Rd	C	53	627	200	E	11	48		437				
2.10(mi)	62 (ft)/ 110(ft)	Y	S5415B	999	6,441	R	9			2,180				
Widen AC paved road to 6 lanes		Y	RCTD			C					3,792			
				TOTAL	7,111									
Van Buren Blvd Ichg		14	B7-0798	217	10,000	D	1,244	2,129	2,697	250				
I-215		C	55	343	17,537	E	3,550							
0.00(mi)	0 (ft)/ 0 (ft)	Y	S5415C	344	2,013	R			7,170					
Replace & Expand interchange		Y	RCTD	399	10,000	C			70	22,510	37,690	13,610		
PA & ED was done by March JPA.				600	14,000									
				869	15,000									
				999	22,370									
				TOTAL	90,920									
Van Buren Blvd Signal Synchronization		11	CO-0509	369	17	D		2						
Mockingbird Cyn Rd	Gamble Ave	C	27	990	5	E								
3.10(mi)	0 (ft)/ 0 (ft)	N	S5415A			R								
Modify Signals for improved signal timing.		N	CO RIV			C		20						
City of Riverside secured a MSRC grant and is the lead agency. Only County jurisdiction funds are shown.				TOTAL	22									
Van Buren Blvd Signals		11	B7-0719	369	131	D	39	20						
Mockingbird Cyn	Porter Ave	C	27			E	1	1						
0.00(mi)	0 (ft)/ 0 (ft)	Y	S5415A			R								
Coordination of traffic signals		N	RCTD			C	32	38						
				TOTAL	131									
Vernona Dr		12	B9-0311	214	2	D								
Amatista Ave	455' Ely	C	78			F								
0.09(mi)	32 (ft)/ 32 (ft)	N	M9214			R								
Slurry Seal Type II		N	RCTD			C	2							
			X0901	TOTAL	2									

FISCAL YEAR COST (x $1000)
D = Design E = Environmental C = Construction
R = Right-of-way Acquistion PFY = Previous Fiscal Year

369 West County DIF Signal Mitigation Fund
990 Miscellaneous

369 West County DIF Signal Mitigation Fund

214 Proposition 42 (sales tax on gasoline)

Item No. A.19

MV00211143

CITY OF MORENO VALLEY
Capital Improvement Plan - Project Details
FY 2009-2014 and Beyond

Project Title: Day Street Improvements / Alessandro Boulevard to Cottonwood Avenue

Department / Division: Economic Development Department / Capital Projects Division

Fund . Business Unit: : 897.91724

Project Status:
- [ ] New
- [ ] Delayed
- [x] In Progress
- [ ] Deleted
- [ ] Completed
- [ ] On Hold

Project Priority in CIP Category
- [x] Essential (Start within 1 yr)
- [ ] Necessary (Start within 1 to 3 yrs)
- [ ] Desirable (Start within 3 to 5 yrs)
- [ ] Deferable (Start within 5 to 10 yrs)

Project Description:
This project involves the improvement of Day Street from (1) Alessandro Boulevard to Cottonwood Avenue; (2) Sherman Avenue from Day Street to Nolze Place; and (3) Bay Avenue from Day Street to Nolze Place.

Construction: August 2009 to January 2010

Project Location Map:

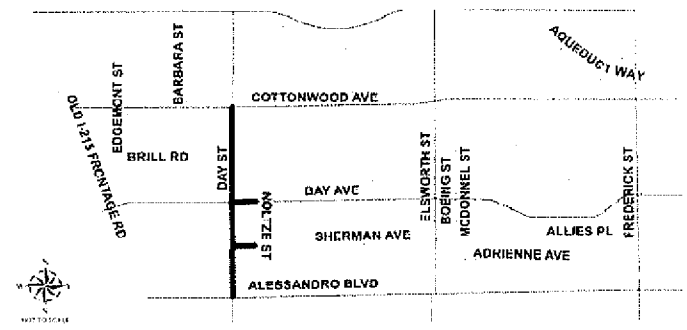

Justification or Significance of Improvement:
The project will beautify the area and enhance safety by improving the roadway cross-section, as well as mitigate traffic congestion by reducing travel time and fuel consumption.

CIP Category
- [x] Street Improvements
- [ ] Bridges
- [ ] Buildings
- [ ] Drainage, Sewers, & Waterlines
- [ ] Electric Utility
- [ ] Landscaping
- [ ] Parks
- [ ] Special Projects
- [ ] Traffic Signals
- [ ] Underground Utilities

PROJECT PHASE	CY Budget FY 2008-2009	CY Projected Expenditure FY 2008-2009	CY Return to Fund Balance FY 2008-2009	Carryover to FY 2009-2010	New Request FY 2009-2010	Carryover plus New Request FY 2009-2010	FY 2010-2011	FY 2011-2012	FY 2012-2013	FY 2013-2014 and Beyond	Total
Prelim. Eng. / Environ.											
Design	100,000	100,000									
Right-of-Way	220,000	220,000									
Construction	2,604,611			2,604,611		2,604,611					2,604,611
Other	2,000	2,000									
PROJECT TOTAL	**2,926,611**	**322,000**	**0**	**2,604,611**	**0**	**2,604,611**	**0**	**0**	**0**	**0**	**2,604,611**

FUNDING SOURCE	CY Budget FY 2008-2009	CY Projected Expenditure FY 2008-2009	CY Return to Fund Balance FY 2008-2009	Carryover to FY 2009-2010	New Request FY 2009-2010	Carryover plus New Request FY 2009-2010	FY 2010-2011	FY 2011-2012	FY 2012-2013	FY 2013-2014 and Beyond	Total
RDA 2007 TABS (897) 897.91724	2,926,611	322,000		2,604,611		2,604,611					2,604,611
REVENUE TOTAL	**2,926,611**	**322,000**	**0**	**2,604,611**	**0**	**2,604,611**	**0**	**0**	**0**	**0**	**2,604,611**

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300026 22-Dec-09

FOR THE CONSTRUCTION OF :

MERIDIAN SPA- DIRECT, NEAR TERM, & LONG TERM

1	Buildout condition assumes improvements provided by others based on the General Plan
2	Developer Impact Fees paid by LNR and Others will fully fund anticipated near term and buildout conditions assumed in the traffic study
3	Fair share contribution is the fair share for the additional improvements necessary to improve the intersection LOS (in addition to #2 as outlined above)
4	Turn lanes are assumed to be 250 feet with a 100 foot transition
5	Widening is assumed to be for 500 feet in advance of the intersection and 1500 feet downstream of the intersection
6	Asphalt assumes a 6" section (@ 150 lbs/cubic foot), base is assumed to be 8" in depth

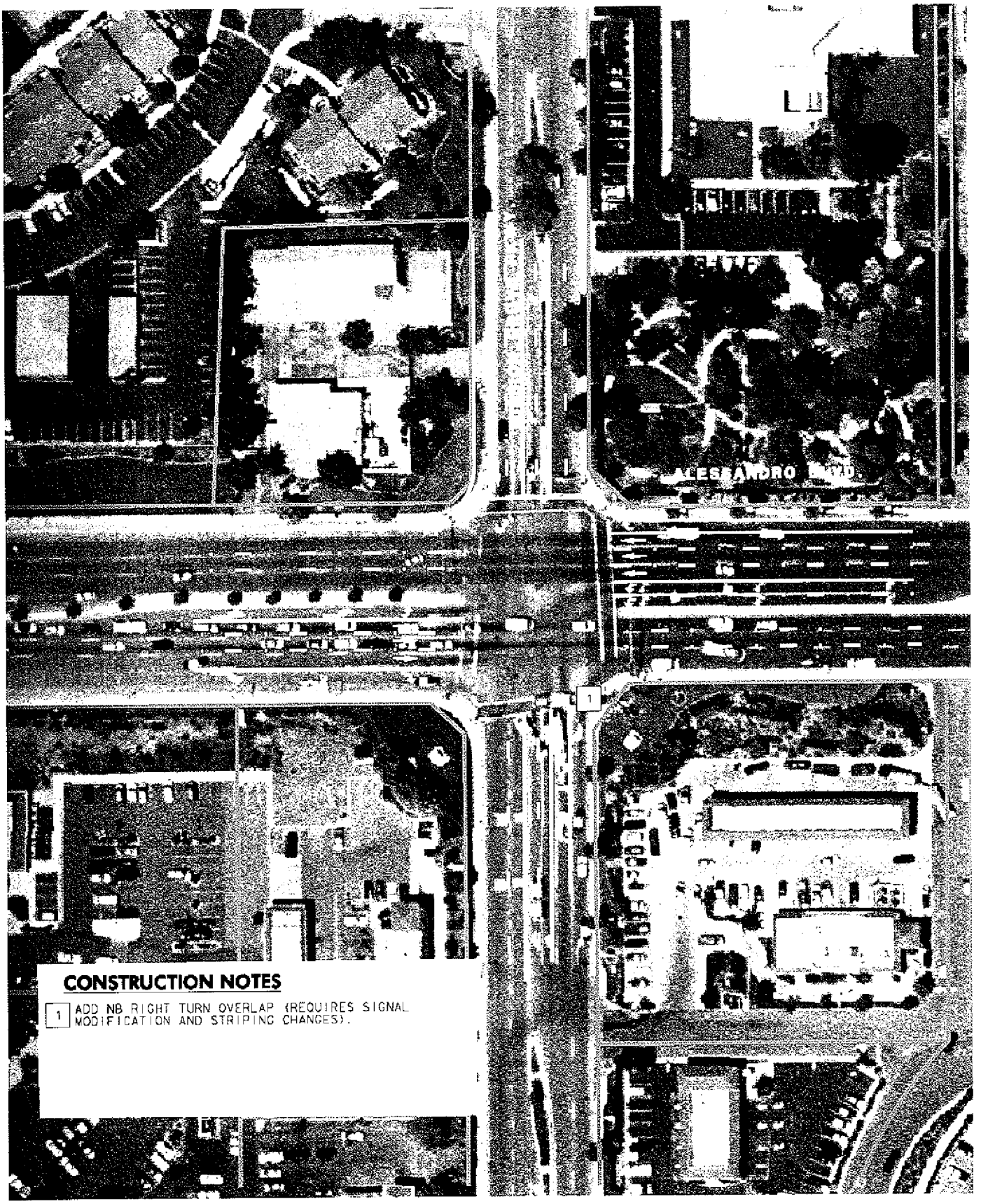

CONSTRUCTION NOTES

1 ADD NB RIGHT TURN OVERLAP (REQUIRES SIGNAL MODIFICATION AND STRIPING CHANGES).

N.T.S.

Kimley-Horn and Associates, Inc.

INTERSECTION 3

Proposed Improvements- LONG TERM CUMULATIVE (Alessandro Blvd. & Mission Grove Pkwy.)

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 **Date:** 22-Dec-09

FOR THE CONSTRUCTION OF :

MERIDIAN SPA LONG TERM CUMULATIVE

INT #3 ALESSANDRO BOULEVARD & MISSION GROVE PARKWAY - LONG TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	$ 5,000.00	1	$ 5,000.00
2	SIGNAL MODIFICATION	LS	$ 10,000.00	1	$ 10,000.00
SWPPP	STORMWATER MANAGEMENT @ 3%				$ 1,000.00
TC	TRAFFIC CONTROL @ 8%				$ 1,200.00
MOB	MOBILIZATION @ 5%				$ 2,000.00
Subtotal Construction Cost					$19,200
Contingency		25%			$4,800
Design, Administration and Construction Management		24%			$4,608
TOTAL					**$29,000**

Notes/Assumptions

Widening: none required
Signal Mod: modification to signal heads for addition of northbound overlap
Signing/Striping: minor modifications to existing northbound signing/striping
Right-of-Way: none required

Item No. A.19

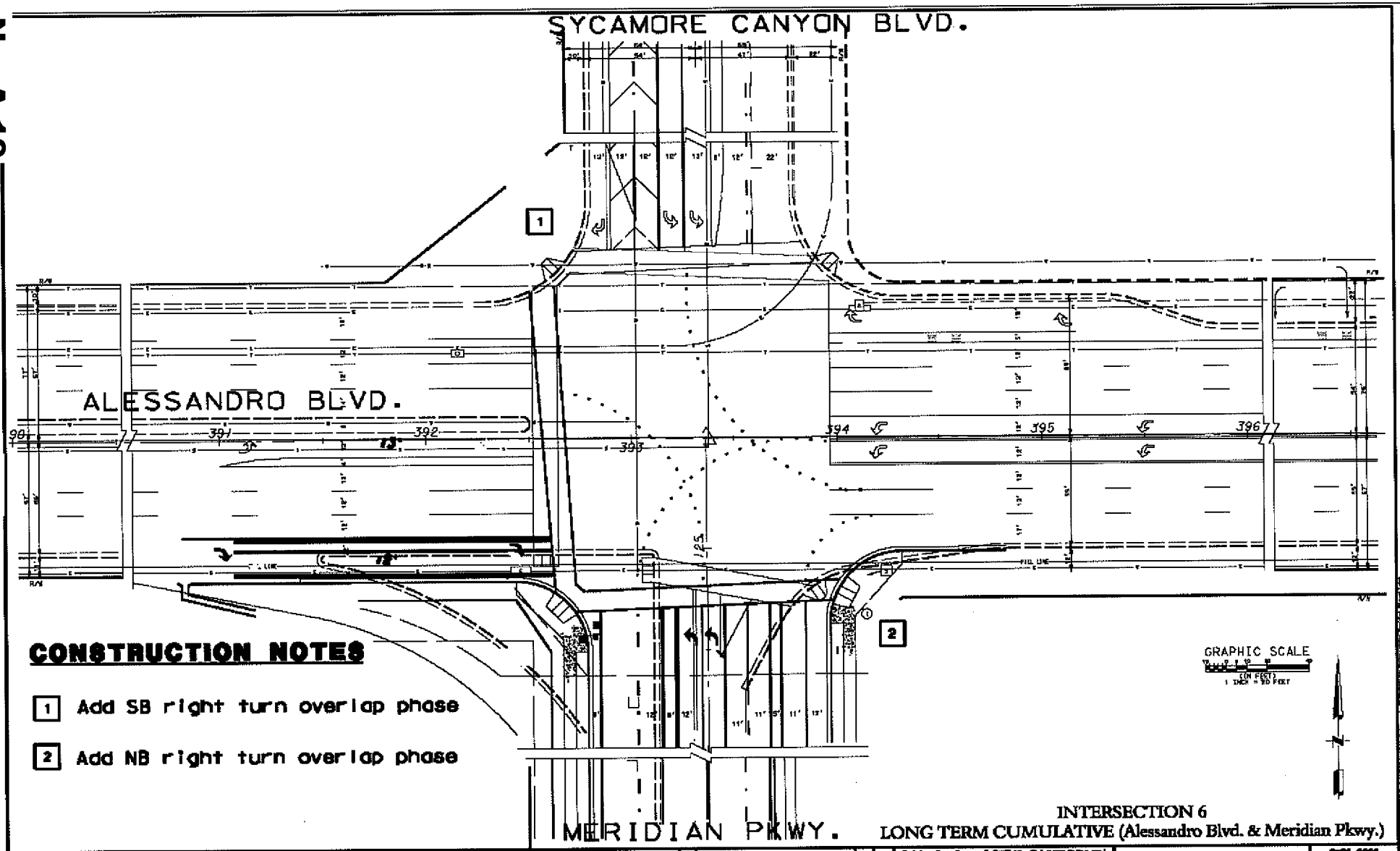

CONSTRUCTION NOTES

1. Add SB right turn overlap phase
2. Add NB right turn overlap phase

INTERSECTION 6
LONG TERM CUMULATIVE (Alessandro Blvd. & Meridian Pkwy.)

Kimley-Horn and Associates, Inc.

CITY OF RIVERSIDE, CALIFORNIA

UNIT 2 TRAFFIC SIGNAL PLANS
MERIDIAN-UNIT 2

SHEET 1 OF 1

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 **Date:** 22-Dec-09

FOR THE CONSTRUCTION OF :

MERIDIAN SPA LONG TERM CUMULATIVE

INT #6 ALESSANDRO BOULEVARD & MERIDIAN PARKWAY - LONG TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	$ 7,500.00	1	$ 7,500.00
2	SIGNAL MODIFICATION	LS	$ 20,000.00	1	$ 20,000.00
SWPPP	STORMWATER MANAGEMENT @ 3%				$ 1,000.00
TC	TRAFFIC CONTROL @ 8%				$ 2,200.00
MOB	MOBILIZATION @ 5%				$ 2,000.00
Subtotal Construction Cost					$32,700
Contingency		25%			$8,175
Design, Administration and Construction Management		24%			$7,848
TOTAL					**$49,000**

Notes/Assumptions

Widening: none required
Signal Mod: modification to signal heads for addition of overlap for both northbound and southbound
Signing/Striping: minor modifications to existing northbound and southbound signing/striping
Right-of-Way: none required

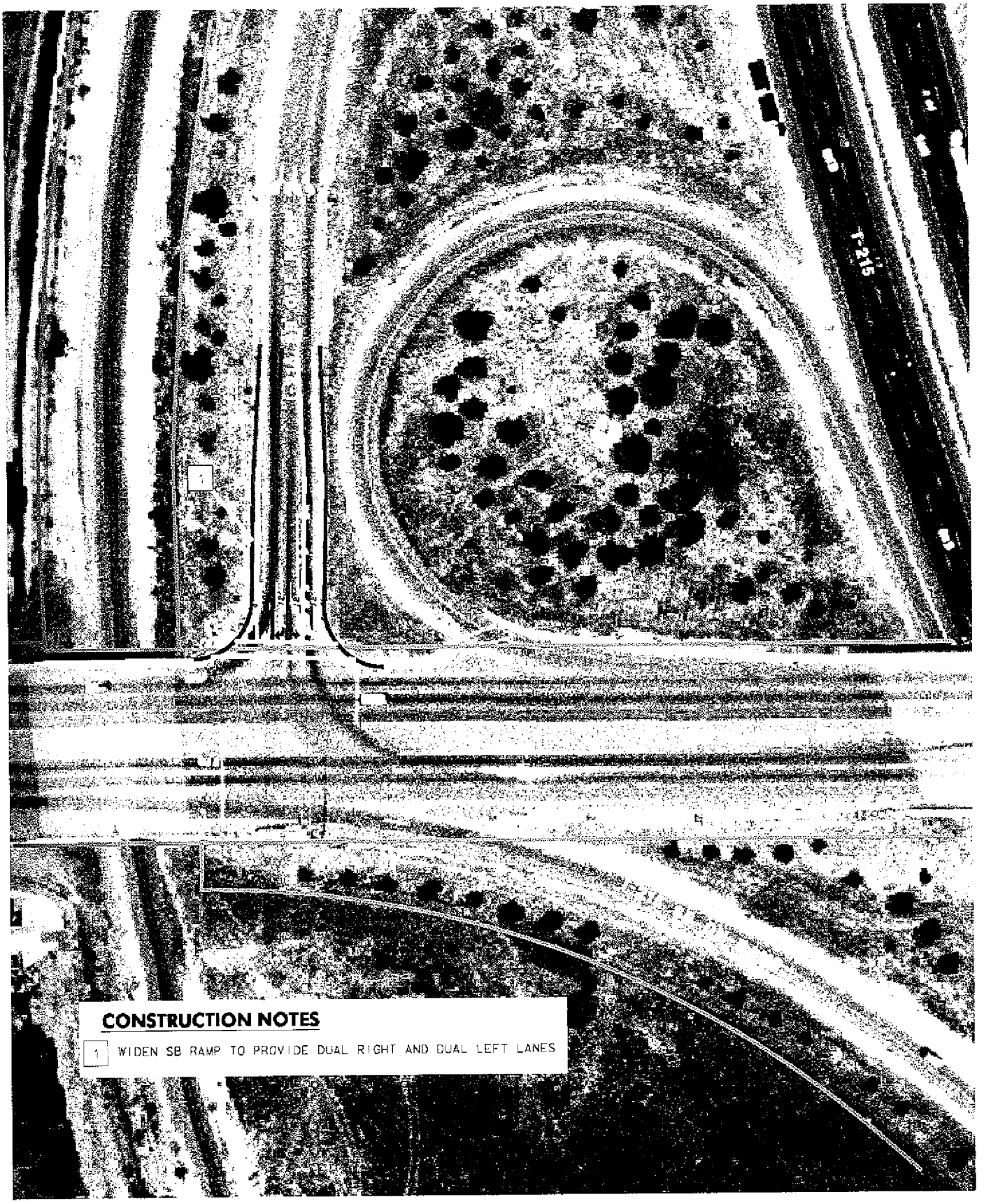

CONSTRUCTION NOTES

1 WIDEN SB RAMP TO PROVIDE DUAL RIGHT AND DUAL LEFT LANES

N.T.S.

Kimley-Horn and Associates, Inc.

INTERSECTION 7

Proposed Improvements- LONG TERM CUMULATIVE (Alessandro Blvd. & SB I-215 Ramp)

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 **Date:** 22-Dec-09

FOR THE CONSTRUCTION OF :

MERIDIAN SPA LONG TERM CUMULATIVE

INT #7 ALESSANDRO BOULEVARD & I-215 SB RAMPS - LONG TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	$ 10,000.00	1	$ 10,000.00
2	SIGNAL MODIFICATION	LS	$ 70,000.00	1	$ 70,000.00
3	CONTRACTOR'S STAGING AND STORAGE AREA	LS	$ 10,000.00	1	$ 10,000.00
4	CALTRANS PERMIT	LS	$ 30,000.00	1	$ 30,000.00
5	CLEARING AND GRUBBING	SF	$ 1.50	2400	$ 3,600.00
6	REMOVE CONCRETE (SIDEWALK)	SF	$ 2.80	500	$ 1,400.00
7	ASPHALT CONCRETE	TON	$ 90.00	90	$ 8,100.00
8	CEMENT TREATED BASE	CY	$ 70.00	59	$ 4,130.00
9	MINOR UTILITY ADJUSTMENT	LS	$ 5,000.00	1	$ 5,000.00
10	MINOR CONCRETE, CURB AND GUTTER	LF	$ 15.00	100	$ 1,500.00
11	MINOR CONCRETE, SIDEWALK	SF	$ 5.00	500	$ 2,500.00
12	MINOR CONCRETE, CURB RAMP	EA	$ 2,500.00	2	$ 5,000.00
13	DRAINAGE IMPROVEMENTS	LS	$ 5,000.00	1	$ 5,000.00
14	GRADING	CY	$ 20.00	104	$ 2,080.00
SWPPP	STORMWATER MANAGEMENT @ 3%				$ 4,700.00
TC	TRAFFIC CONTROL @ 8%				$ 12,700.00
MOB	MOBILIZATION @ 2.5%				$ 7,900.00
Subtotal Construction Cost					$183,610
Contingency			25%		$45,903
Design, Administration and Construction Management			24%		$44,066
TOTAL					**$274,000**

Notes/Assumptions

Widening: symmetrical widening of 250' with 100' transition of the SB off ramp to add new lane
Signal Mod: relocate/replace traffic signal equipment on NWC, minor modifications to equipment on NEC
Signing/Striping: replace southbound ramp signage and restriping of the ramp and crosswalk
Right-of-Way: none required

Item No. A.19

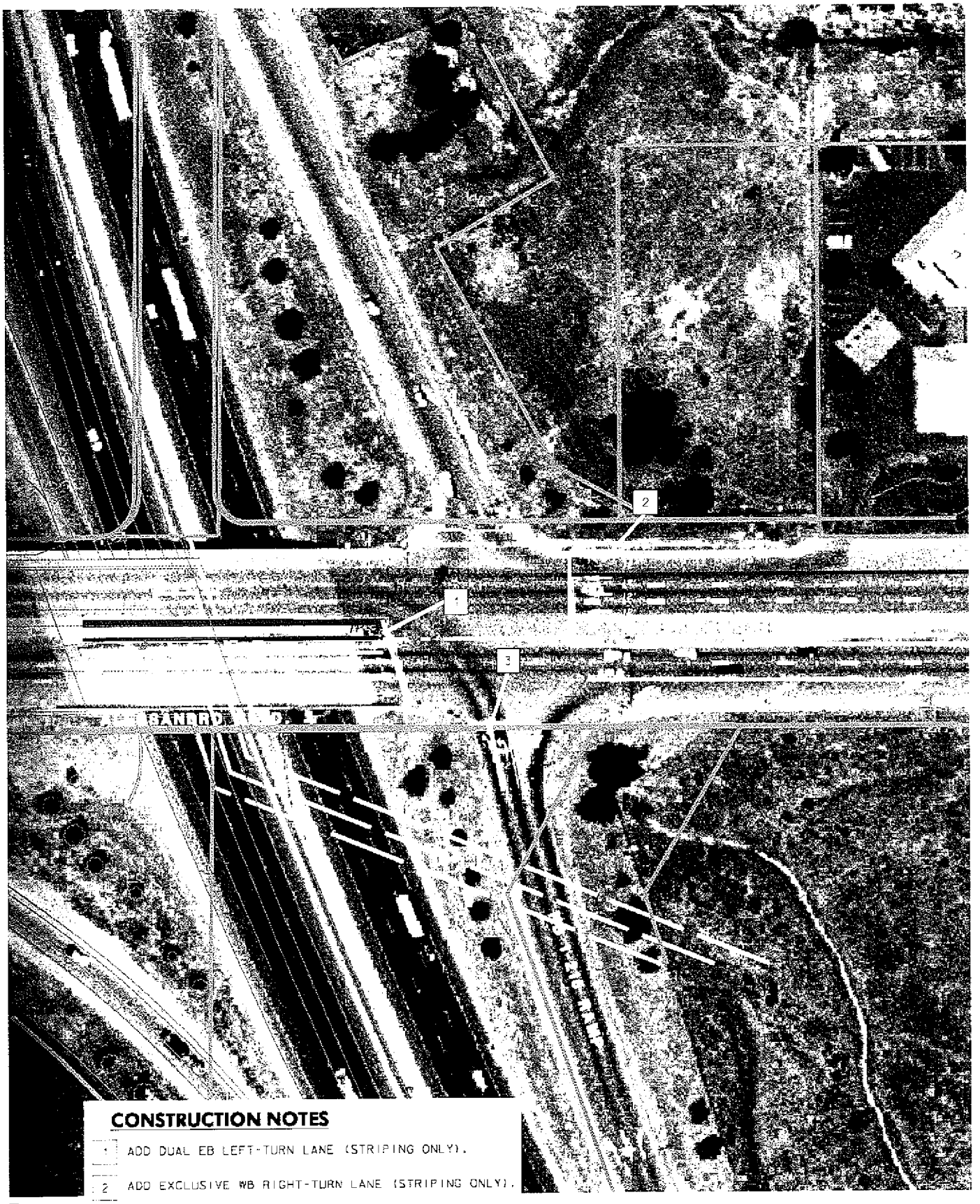

CONSTRUCTION NOTES

1. ADD DUAL EB LEFT-TURN LANE (STRIPING ONLY).
2. ADD EXCLUSIVE WB RIGHT-TURN LANE (STRIPING ONLY).
3. ADD NB LEFT TURN.
   RECONFIGURE NB LANES (STRIPING ONLY).

N.T.S.

Kimley-Horn and Associates, Inc.

INTERSECTION 8

Proposed Improvements- NEAR TERM CUMULATIVE (Alessandro Blvd. & NB I-215 Ramp)

Item No. A.19

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 **Date:** 22-Dec-09

FOR THE CONSTRUCTION OF :

MERIDIAN SPA NEAR TERM CUMULATIVE

INT #8 ALESSANDRO BOULEVARD & I-215 NB - NEAR TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	$ 20,000.00	1	$ 20,000.00
2	CONTRACTOR'S STAGING AND STORAGE AREA	LS	$ 5,000.00	1	$ 5,000.00
3	CALTRANS PERMIT	LS	$ 30,000.00	1	$ 30,000.00
SWPPP	STORMWATER MANAGEMENT @ 3%				$ 1,700.00
TC	TRAFFIC CONTROL @ 8%				$ 4,400.00
MOB	MOBILIZATION @ 2.5%				$ 2,800.00
Subtotal Construction Cost					$63,900
Contingency		25%			$15,975
Design, Administration and Construction Management		24%			$15,336
TOTAL					$95,000

Notes/Assumptions

Widening: assumes no new widening and that the improvements can be completed within existing roadway

Signal Mod: none required

Signing/Striping: replace northbound ramp, eastbound left-turn and westbound right turn signage; restripe northbound, eastbound and westbound approaches

Right-of-Way: none required

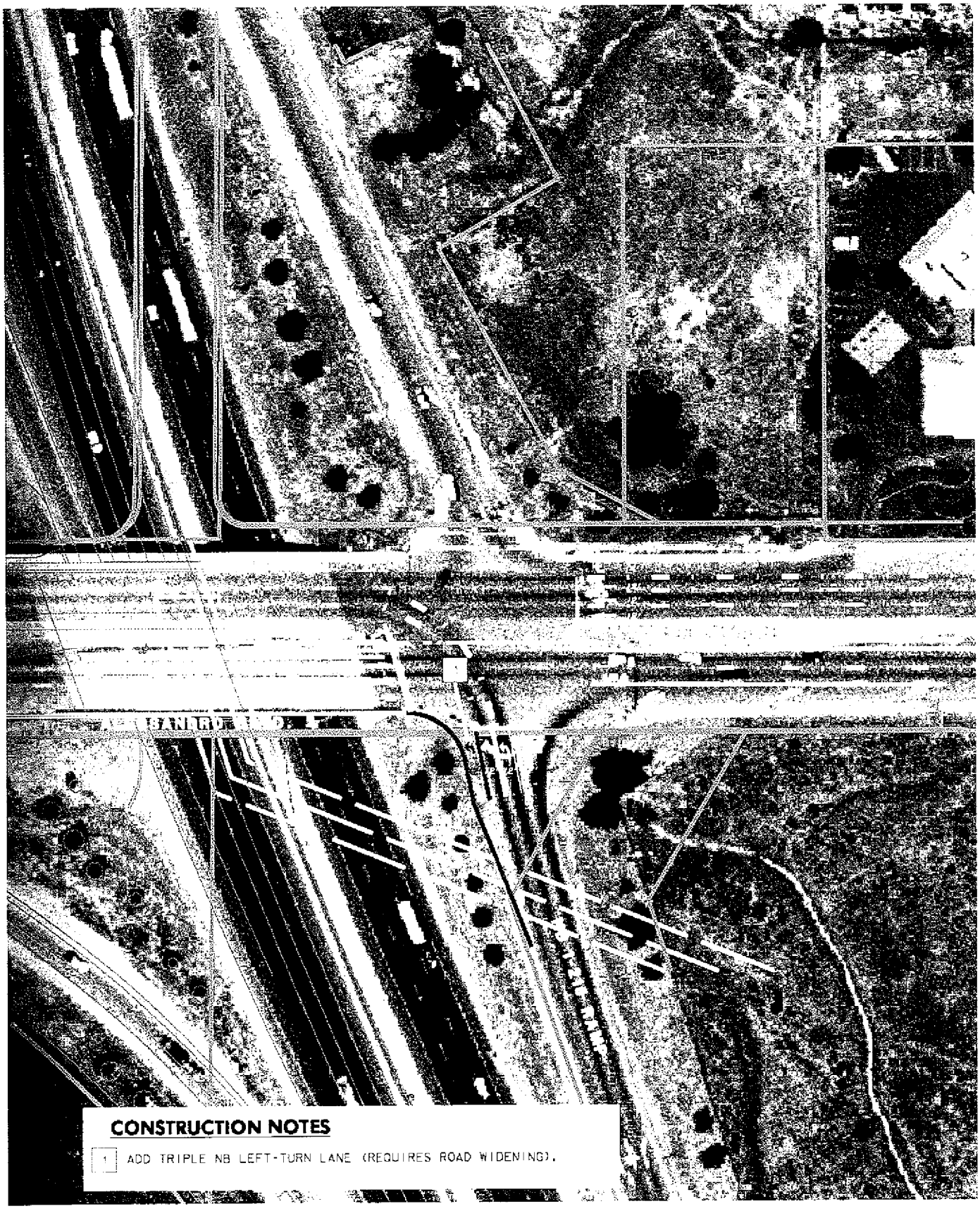

CONSTRUCTION NOTES

1 ADD TRIPLE NB LEFT-TURN LANE (REQUIRES ROAD WIDENING).

N.T.S.

Kimley-Horn and Associates, Inc.

INTERSECTION 8

Proposed Improvements- LONG TERM CUMULATIVE (Alessandro Blvd. & NB I-215 Ramp)

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 **Date:** 22-Dec-09

FOR THE CONSTRUCTION OF :

MERIDIAN SPA LONG TERM CUMULATIVE

INT #8 ALESSANDRO BOULEVARD & I-215 NB - LONG TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	$ 10,000.00	1	$ 10,000.00
2	SIGNAL MODIFICATION	LS	$ 20,000.00	1	$ 20,000.00
3	CONTRACTOR'S STAGING AND STORAGE AREA	LS	$ 10,000.00	1	$ 10,000.00
4	CALTRANS PERMIT	LS	$ 30,000.00	1	$ 30,000.00
5	CLEARING AND GRUBBING	SF	$ 1.50	3600	$ 5,400.00
6	ASPHALT CONCRETE	TON	$ 90.00	135	$ 12,150.00
7	CEMENT TREATED BASE	CY	$ 70.00	89	$ 6,230.00
8	MINOR CONCRETE, CURB AND GUTTER	LF	$ 15.00	50	$ 750.00
9	MINOR CONCRETE, SIDEWALK	SF	$ 5.00	250	$ 1,250.00
10	MINOR CONCRETE, CURB RAMP	EA	$ 2,500.00	1	$ 2,500.00
11	GRADING	CY	$ 20.00	156	$ 3,120.00
SWPPP	STORMWATER MANAGEMENT @ 3%				$ 2,900.00
TC	TRAFFIC CONTROL @ 8%				$ 7,900.00
MOB	MOBILIZATION @ 2.5%				$ 4,900.00
Subtotal Construction Cost					$117,100
Contingency			25%		$29,275
Design, Administration and Construction Management			24%		$28,104
TOTAL					**$174,000**

Notes/Assumptions

Widening: widening of SWC to provide third northbound left turn lane
Signal Mod: minor modifications to equipment on SWC
Signing/Striping: replace signing and striping on northbound ramp
Right-of-Way: none required

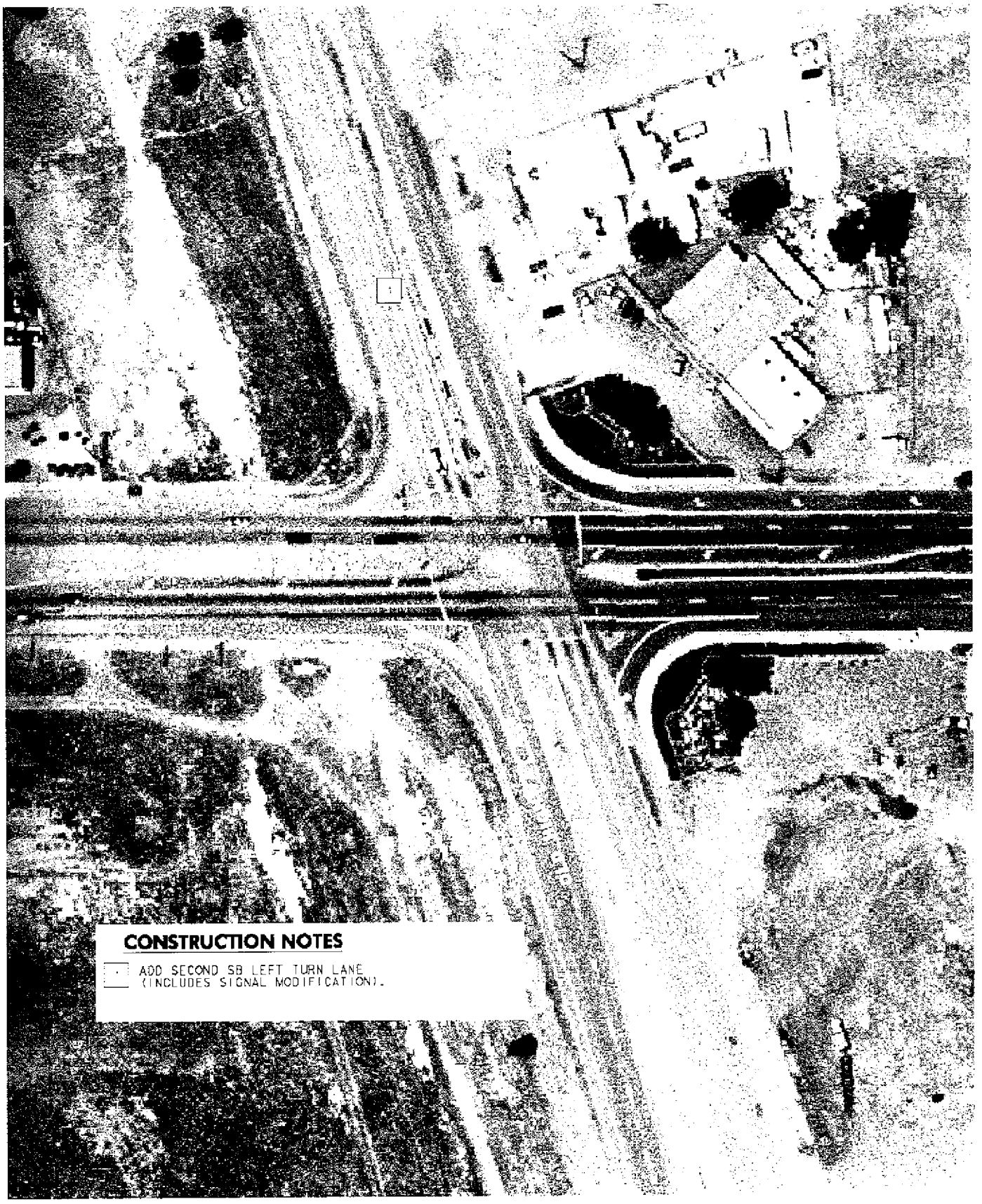

N.T.S.

Kimley-Horn and Associates, Inc.

INTERSECTION 9

Proposed Improvements- LONG TERM CUMULATIVE (Alessandro Blvd. & Old 215)

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 **Date:** 22-Dec-09

FOR THE CONSTRUCTION OF :

MERIDIAN SPA LONG TERM CUMULATIVE

INT #9 ALESSANDRO BOULEVARD & OLD 215 - LONG TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	$ 5,000.00	1	$ 5,000.00
2	SIGNAL MODIFICATION	LS	$ 20,000.00	1	$ 20,000.00
3	CLEARING AND GRUBBING	SF	$ 1.50	3600	$ 5,400.00
4	ASPHALT CONCRETE	TON	$ 90.00	135	$ 12,150.00
5	CEMENT TREATED BASE	CY	$ 70.00	89	$ 6,230.00
6	MINOR UTILITY ADJUSTMENT	LS	$ 5,000.00	1	$ 5,000.00
7	DRAINAGE IMPROVEMENTS	LS	$ 10,000.00	1	$ 10,000.00
8	GRADING	CY	$ 20.00	156	$ 3,120.00
SWPPP	STORMWATER MANAGEMENT @ 3%		$ 20,000.00		$ 2,000.00
TC	TRAFFIC CONTROL @ 8%		$ 40,000.00		$ 5,400.00
MOB	MOBILIZATION @ 5%		$ 10,000.00		$ 3,300.00
Subtotal Construction Cost					$77,600
Contingency			25%		$19,400
Design, Administration and Construction Management			24%		$18,624
TOTAL					**$116,000**

Notes/Assumptions

Widening: southbound left turn lane can be added by widening will be into the median
Signal Mod: minor signal modification on SWC and add loops for dual southbound left turn lane
Signing/Striping: additional signing and marking for dual southbound left turn lanes
Right-of-Way: none required

Item No. A.19

MV00211157

POLE AND EQUIPMENT SCHEDULE

STANDARD POLE	TYPE	HGT.	MAST ARM STB.	MAST ARM LGTH.	VEH SIG WTR MAST ARM	POLE	PED SIGNAL WTR.	PPB - 4	PPB - QUAD	POLE LOC. A	POLE LOC. B	MPS LGH.	STD. SHAFT LTGHT LOCATO	REMARKS
A	DE-4-12B	30'	46'	12'	2-RAS	SV-1-T	-	4GP	N	STA. 90+59 44'+ OFF C/L		250 W	Cactus Avenue	
B	1-A	10'	-	-	-	TV-1-T	SP-1-T	-	-	STA. 90+72 46'+ OFF C/L		-	-	
C	DE-4-12B	30'	40'	12' ▲	2-MAS	SV-2-TA	SP-1-T	4GP	N	STA. 91+73 44' OFF C/L		250 W	Intersect EB Meridian Pkwy	
D	18-4-12B	30'	30'	12'	2-MAS	SV-1-T	SP-1-T	4GP	S	12'	4'	250 W	Cactus Ave	
E	1S	30'	-	12'	-	SV-1-T	SP-1-T	4GP	N	12'	4'	250 W	-	
F	1-A	7'	-	-	-	-	TP-1-T	4GP	N	12'	4'	-	-	
G	1G	30'	-	16'	-	SV-2-TB	SP-1-T	4GP	N	12'	4'	250 W	-	

* PED PUSH BUTTONS SHALL MEET OR EXCEED ALL ADA ACCESSIBILITY DIRECTIVES.

▲ ROTATE LUMINAIRE 90 DEGREES AND CAP UNUSED LUMINAIRE MOUNT WITH METAL PLATE.

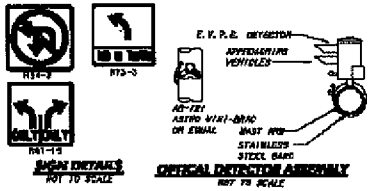

SIGN DETAILS
NOT TO SCALE

OPTICAL DETECTOR ASSEMBLY
NOT TO SCALE

CONDUCTOR SCHEDULE

AWG SIZE OF CABLE TYPE	POLE OR CIRCUIT		3"	3"	3"	3"	3"	3"	3"	3"	3"
12 CONDUCTOR 3 CONDUCTOR	POLE - A										
		B									
		C									
		D									
		E									
		F									
		G									
	TOTAL		1	1	1	1	1	1	1	1	-
#12	1-1, 1, 8, 8		-	2	2	2	-	-	-	2	-
	P.E.C.		-	-	-	-	-	-	-	2	-
	TOTAL		-	2	2	2	-	-	2	4	-
#10	LUMINAIRES		2	2	2	2	-	2	-	2	-
	FLASHING BEACON		-	-	-	-	-	-	-	-	-
	TOTAL		2	2	2	2	-	2	-	2	-
#6	SIGNAL SERVICE		-	-	-	-	-	-	-	-	-
DLC (TYPE "B")	#4		-	-	2	2	-	-	-	2	2
	#6		5	5	5	5	-	-	-	5	5
	#2		-	-	4	4	-	-	-	4	4
	#0		-	-	-	-	-	3	-	3	3
	TOTAL		5	5	11	11	-	3	-	14	14
3M OPTICOM CABLE #138			-	1	1	2	-	-	-	3	3
PERCENT FILL			12	22	28	24	6	10	12	24	23

SENSOR TABLE

SENSOR UNIT	CHANNEL	DETECTOR	OPERATION	NO.
#1	1	6JEU	COUNT & EXT.	1
	2	6JTL	CALL	2
#2	1	6JSU	COUNT & EXT.	3
	2	6JSL	CALL	4
#3	1	6J4U	CALL IF1	5
	-	-	-	6
#4	1	43EU	COUNT & EXT.	7
	2	43EL	CALL	8
#5	1	TJEL	COUNT & EXT.	9
	2	TJSL	CALL	10
#6	1	TJSU	COUNT & EXT. IF1	11
	-	-	-	12
#7	1	6JSU	COUNT & EXT.	13
	2	6JSL	CALL	14
#8	1	6J4U	CALL	15
	2	6J7L	CALL	16

(F1 FUTURE)

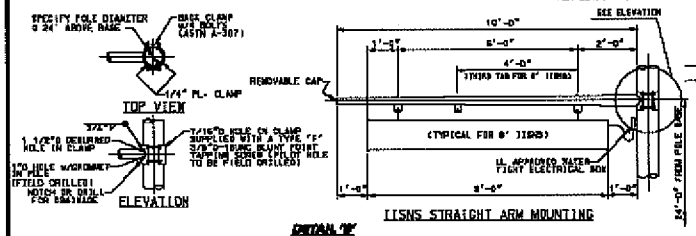

DETAIL "B"
NOT TO SCALE

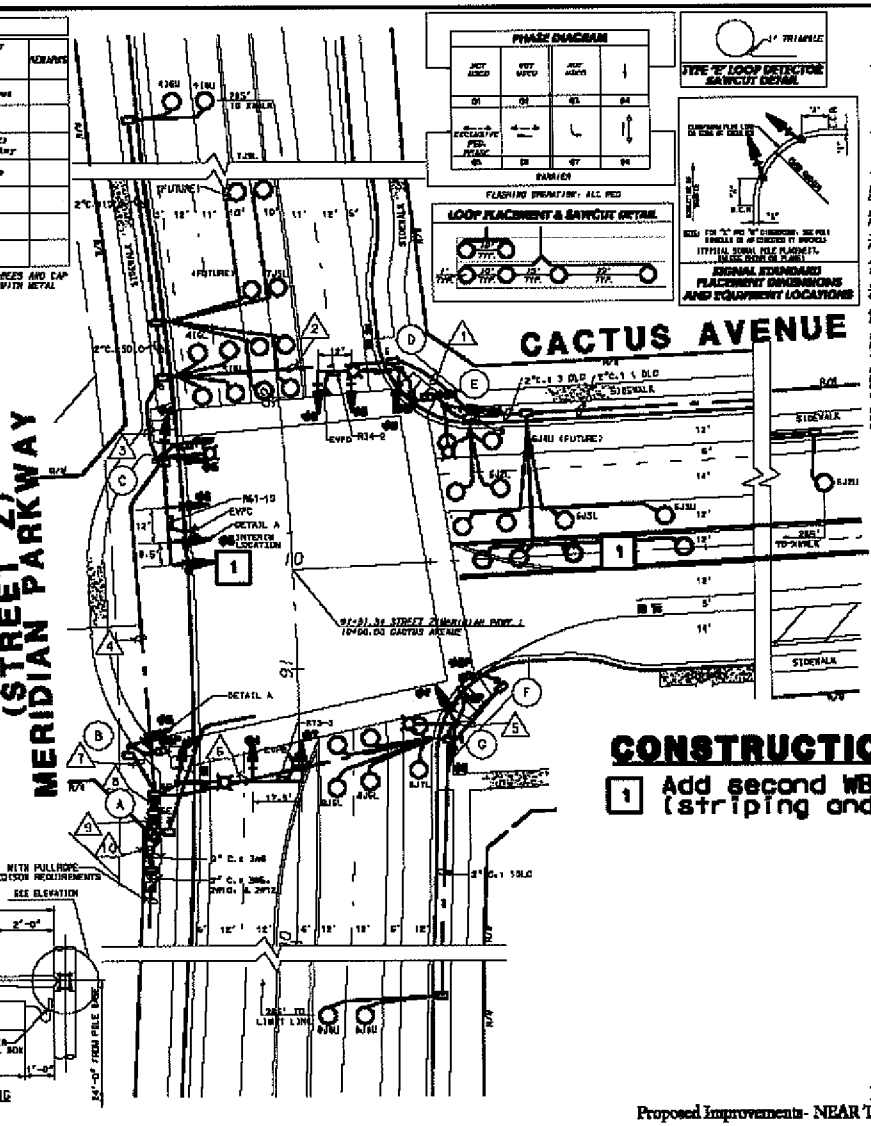

WORK TO BE DONE

CONSTRUCT TRAFFIC SIGNALS AND INTERSECTION SAFETY LIGHTING SYSTEMS AS SHOWN AND NOTED.

STANDARD SPECIFICATIONS

1. CALIFORNIA DEPARTMENT OF TRANSPORTATION, "MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES".
2. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS (JULY 2002).

STANDARD DRAWINGS

1. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION STANDARD PLANS (JULY 2002).

GENERAL NOTES

1. ALL PULL BOXES SHALL BE #5 UNLESS OTHERWISE INDICATED OR APPROVED BY THE ENGINEER. MAXIMUM SPACING SHALL BE 300'.
2. ALL SPARE CONDUCTORS SHALL BE CONTINUOUS, WITH 5' OF SLACK IN EACH PULL BOX.
3. DETECTOR LOOP CORE TERMINATIONS SHALL BE TYPE "A" PER STANDARD PLAN ES-5D.
4. A MINIMUM OF 2 FEET OF CLEARANCE SHALL BE MAINTAINED BETWEEN TELEPHONE CONDUIT AND ELECTRICAL CONDUITS.
5. A MINIMUM OF 15 FEET OF CLEARANCE SHALL BE MAINTAINED BETWEEN THE CONTROLLER CABINET AND THE SERVICE EQUIPMENT ENCLOSURE.
4. ALL PULL BOXES IN UNIMPROVED AREAS SHALL BE TRAFFIC BEARING. UNIMPROVED AREAS ARE DEFINED AS LOCATIONS NOT PROTECTED BY CURB AND GUTTER.
7. OBTAIN APPROVAL FOR EXACT EQUIPMENT LOCATIONS PRIOR TO FINAL PLACEMENT. STRIPING LAYOUT (CRF-TRACKING) SHALL BE APPROVED PRIOR TO LOOP DETECTOR INSTALLATION.
8. ALL DETECTOR LOOPS SHALL BE BOXED (6' SIX) WITH 10' MINIMUM SPACING BETWEEN LOOPS IN THE DIRECTION OF TRAVEL AND CENTERED IN THE LANE UNLESS OTHERWISE INDICATED. INSTALL DETECTOR LOOPS 1' BEHIND LIMIT LINE OR CROSSWALK UNLESS OTHERWISE INDICATED.
9. TEASER MOUNTS SHALL BE PROVIDED WHERE FUTURE TRAFFIC SIGNAL HEADS WILL BE LOCATED. THESE UNUSED TERMINALS SHALL BE COVERED IN A WATER PROOF CONNECTOR AND REMOVABLE BARRIER.

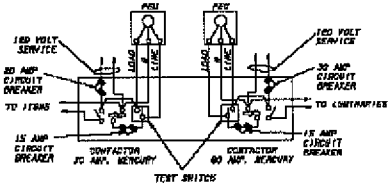

DUAL TYPE V PEC WIRING DIAGRAM

CONSTRUCTION NOTES

1. Add second WB left turn lane (striping and signal modification).

INTERSECTION 12
Proposed Improvements - NEAR TERM CUMULATIVE (Meridian Pkwy. & Cactus Ave.)

BENCH MARK I
NAIL w/ DISC TOP AT THE SOUTHEAST CORNER OF PARKING LOT LOCATED SOUTHEAST OF THE BONED BLDG., AND EASTERLY OF HARBOR DRIVE.
CITY NGVD 1929 DATUM
ELEVATION= 1548.41

Matrix Joint Powers Authority
APPROVED BY:
DATE

Kimley-Horn and Associates, Inc.
Transportation Planning and Environmental Consultants
17 Fourth Avenue - Suite 101 - San Diego, CA - 92101
Tel: (619) 234-9411 Fax: (619) 234-9412
PREPARED BY:
JOE M. COLLINS P.E. No. 62005 DATE

March Joint Powers Authority
UNIT 1 TRAFFIC SIGNAL PLAN
MARCH BUSINESS CENTER
TRACT NO. 23850-UNIT 1

SHEET NO. 24 of 25 SHEETS
PROJECT NO. 01-009

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 **Date:** 22-Dec-09

FOR THE CONSTRUCTION OF :

MERIDIAN SPA NEAR TERM CUMULATIVE

INT #12 MERIDIAN PARKWAY & CACTUS AVENUE- NEAR TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	$ 5,000.00	1	$ 5,000.00
2	SIGNAL MODIFICATION	LS	$ 15,000.00	1	$ 15,000.00
SWPPP	STORMWATER MANAGEMENT @ 3%				$ 1,000.00
TC	TRAFFIC CONTROL @ 8%				$ 1,600.00
MOB	MOBILIZATION @ 5%				$ 2,000.00
Subtotal Construction Cost					$24,600
Contingency		25%			$6,150
Design, Administration and Construction Management		24%			$5,904
TOTAL					**$37,000**

Notes/Assumptions

Widening: none required
Signal Mod: modification to add loops and modify signal heads for the westbound direction
Signing/Striping: modification to the westbound signing and striping to add a dual left-turn lane
Right-of-Way: none required

POLE AND EQUIPMENT SCHEDULE

POLE	STANDARD TYPE	HGT.	MAST ARM STYL.	MAST ARM LENG.	VEH SIG MTG MAST ARM	VEH SIG MTG POLE	PED SIGNAL MTG.	APS - #	APS - ANGL	POLE LOC. A	POLE LOC. B	APS KW.	STD. SHAFT ITEMS LEGEND	REMARKS
A	26-4-12B	30'	40'	15'	2-MAS	SV-1-T	-	#6P	#	STA. 90+59 8FT OFF C/L		250 W	Cactus Avenue	
B	7-A	30'	-	-	-	TV-1-T	SP-1-T	-	-	STA. 90+72 45' OFF C/L		-	-	
C	26-4-12B	30'	40'	15'	2-MAS	SV-2-TA	SP-1-T	#6P	5	STA. 91+79 44' OFF C/L		200 W	(Street 2) Meridian Pkwy	
D	10-4-12B	30'	30'	15'	2-MAS	SV-1-T	SP-1-T	#6P	5	12'	4'	200 W	Cactus Ave	
E	15	30'	-	15'	-	SV-1-T	SP-1-T	#6P	5	12'	4'	200 W	-	
F	1-A	7'	-	-	-	-	TP-1-T	#6P	5	12'	4'	-	-	
G	15	30'	-	15'	-	SV-2-TB	SP-1-T	#6P	#	12'	4'	200 W	-	

* PED PUSH BUTTONS SHALL MEET OR EXCEED ALL ADA ACCESSIBILITY GUIDELINES.

● ROTATE LUMINAIRE 90 DEGREES AND CAP UNUSED LUMINAIRE MOUNT WITH METAL PLATE.

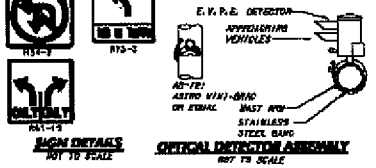

SIGN DETAILS
NOT TO SCALE

OPTICAL DETECTOR ASSEMBLY
NOT TO SCALE

CONDUCTOR SCHEDULE

AND SIZE OF CABLE TYPE	POLE OR CIRCUIT	INDICATE SIZE AND NUM NUMBER (NO.)									
		3"	3"	3"	1½"	2"	3"	2"	2"	2"	3"
12 CONDUCTOR / 3 CONDUCTOR	POLE - A										
	B										
	C										
	D										
	E										
	F										
	G										
	TOTAL	1	3	4	3	0	1	1	3	4	3
#12	1-1, 1-2, 1-3	-	2	2	2	-	-	-	2	-	2
	P.E.C.	-	-	-	-	-	-	-	2	-	-
	TOTAL	-	2	2	2	-	-	2	4	-	2
#10	LUMINAIRES	2	2	2	2	-	2	-	2	-	2
	FLASHING BEACON	-	-	-	-	-	-	-	-	-	-
	TOTAL	2	2	2	2	-	2	-	2	-	2
#8	SIGNAL SERVICE	-	-	-	-	-	-	-	-	-	-
DLC (TYPE "B")	#4	-	-	3	3	-	-	-	3	3	-
	#6	5	5	6	3	-	-	-	3	5	-
	#7	-	-	4	4	-	-	-	4	4	-
	#8	-	-	-	-	-	3	-	3	3	-
	TOTAL	5	5	13	11	-	3	-	13	14	-
3M OPTICOM CABLE #12B		-	1	1	2	-	-	-	3	3	-
PERCENT FULL		12	22	26	24	0	10	12	22	22	2

SENSOR TABLE

SENSOR UNIT	CHANNEL	DETECTOR	OPERATION	NO.
#1	1	6J1U	COUNT & EXT.	1
	2	6J1L	CALL	2
#2	1	6J3U	COUNT & EXT.	3
	2	6J3L	CALL	4
#3	1	6J4U	CALL IF1	5
	-	-	-	6
#4	1	4J1U	COUNT & EXT.	7
	2	4J1L	CALL	8
#5	1	TJ1L	COUNT & EXT.	9
	2	TJ1L	CALL	10
#6	1	TJ3U	COUNT & EXT. IF1	11
	-	-	-	12
#7	1	8J6U	COUNT & EXT.	13
	2	8J6L	CALL	14
#8	1	8J8U	CALL	15
	2	8J7L	CALL	16

(F1 FUTURE)

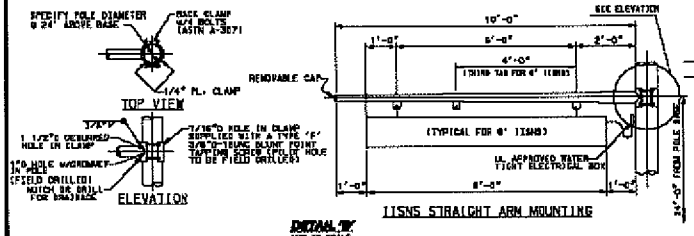

DETAIL "B"
NOT TO SCALE

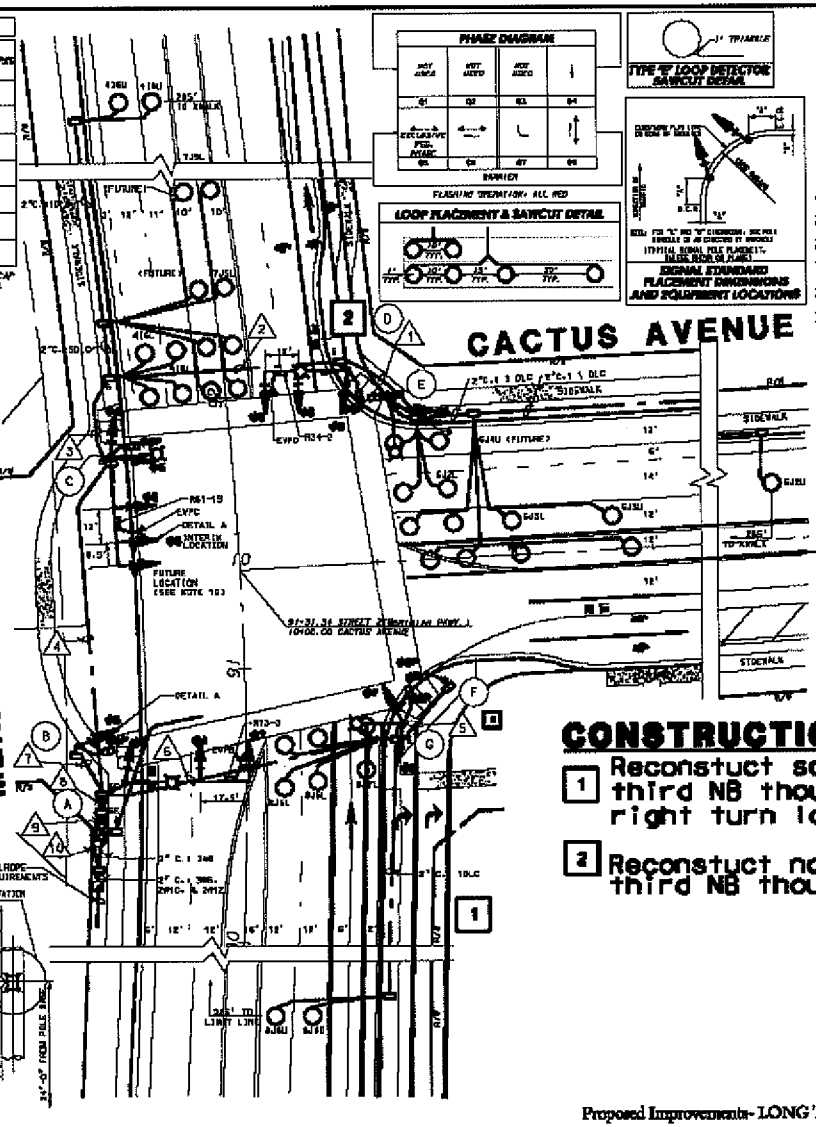

WORK TO BE DONE

CONSTRUCT TRAFFIC SIGNALS AND INTERSECTION SAFETY LIGHTING SYSTEMS AS SHOWN AND NOTED.

STANDARD SPECIFICATIONS

1. CALIFORNIA DEPARTMENT OF TRANSPORTATION, "MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES".
2. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS (JULY 2006).

STANDARD DRAWINGS

1. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION STANDARD PLANS (JULY 2006).

GENERAL NOTES

1. ALL PULL BOXES SHALL BE #6 UNLESS OTHERWISE INDICATED OR APPROVED BY THE ENGINEER. MINIMUM SPACING SHALL BE 500'.
2. ALL SPARE CONDUCTORS SHALL BE CONTINUOUS, WITH 6" OF SLACK IN EACH PULL BOX.
3. DETECTOR LOOP CORE TERMINATIONS SHALL BE TYPE "A" PER STANDARD PLAN ES-5A.
4. A MINIMUM OF 2 FEET OF CLEARANCE SHALL BE MAINTAINED BETWEEN TELEPHONE CONDUITS AND ELECTRICAL CONDUITS.
5. A MINIMUM OF 15 FEET OF CLEARANCE SHALL BE MAINTAINED BETWEEN THE CONTROLLER CABINET AND THE SERVICE EQUIPMENT ENCLOSURE.
6. ALL PULL BOXES IN UNIMPROVED AREAS SHALL BE TRAFFIC BEARING. UNIMPROVED AREAS ARE DEFINED AS LOCATIONS NOT PROTECTED BY CURB AND GUTTER.
7. OBTAIN APPROVAL FOR EXACT EQUIPMENT LOCATIONS PRIOR TO FINAL PLACEMENT. STRUCTURE LAYOUT (CAP-TRACKING) SHALL BE APPROVED PRIOR TO LOOP DETECTOR INSTALLATION.
8. ALL DETECTOR LOOPS SHALL BE SQUARE 6' (L) x 6' (W) WITH 10' MINIMUM SPACING BETWEEN LOOPS IN THE DIRECTION OF TRAVEL AND CENTERED IN THE LANE UNLESS OTHERWISE INDICATED. INSTALL DETECTOR LOOPS 4' BEHIND LIMIT LINE OR CROSSWALK UNLESS OTHERWISE INDICATED.
9. TCADD MOUNTS SHALL BE PROVIDED WHERE FUTURE TRAFFIC SIGNAL HEADS WILL BE LOCATED. THESE UNUSED TERMINALS SHALL BE COVERED IN A WATER PROOF CONDUIT AND TERMINALS MARKED.

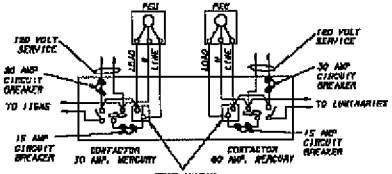

DUAL TYPE V PEC WIRING DIAGRAM

CONSTRUCTION NOTES

1. Reconstuct southeast corner to provide third NB though lane and second WB right turn lane.
2. Reconstuct northeast corner to provide third NB though lane.

BENCH MARK: NAIL IN BOLT THE 45' THE SOUTHEAST CORNER OF PARKING LOT LYING NORTHERLY OF VAN BUREN BLVD., AND EASTERLY OF HOWARD ROAD. ZONE: NAVD 88 ELEVATION: 1516.66

March Joint Powers Authority

Kimley-Horn and Associates, Inc.
Engineering, Planning and Environmental Consultants
27 Fourth Avenue - Suite 301 - San Diego, CA - 92101
Tel: 619.234.9411 Fax: 619.234.9412

PREPARED BY:
JOE M. COLLINS R.C.E. 42890 DATE

INTERSECTION 12
Proposed Improvements- LONG TERM CUMULATIVE (Meridian Pkwy. & Cactus Ave.)

March Joint Powers Authority
UNIT 1 TRAFFIC SIGNAL PLAN
MARCH BUSINESS CENTER
TRACT NO. 30857-UNIT 1

SHEET NO. 24 OF 25 SHEETS

MV00211160

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 **Date:** 22-Dec-09

FOR THE CONSTRUCTION OF :

MERIDIAN SPA LONG TERM CUMULATIVE

INT #12 MERIDIAN PARKWAY & CACTUS AVENUE- LONG TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	$ 20,000.00	1	$ 20,000.00
2	SIGNAL MODIFICATION	LS	$ 100,000.00	1	$ 100,000.00
3	CLEARING AND GRUBBING	SF	$ 0.10	30000	$ 3,000.00
4	REMOVE CONCRETE (SIDEWALK)	SF	$ 2.80	13200	$ 36,960.00
5	ASPHALT CONCRETE	TON	$ 90.00	1125	$ 101,250.00
6	CEMENT TREATED BASE	CY	$ 70.00	741	$ 51,870.00
7	MINOR CONCRETE, CURB AND GUTTER	LF	$ 15.00	2000	$ 30,000.00
8	MINOR CONCRETE, SIDEWALK	SF	$ 5.00	12000	$ 60,000.00
9	MINOR CONCRETE, CURB RAMP	EA	$ 2,500.00	2	$ 5,000.00
10	MINOR UTILITY ADJUSTMENT	LS	$ 10,000.00	1	$ 10,000.00
11	DRAINAGE IMPROVEMENTS	LS	$ 10,000.00	1	$ 10,000.00
12	GRADING	CY	$ 20.00	1296	$ 25,920.00
13	LANDSCAPING	LS	$ 10,000.00	1	$ 10,000.00
SWPPP	STORMWATER MANAGEMENT @ 3%				$ 13,600.00
TC	TRAFFIC CONTROL @ 8%				$ 36,300.00
MOB	MOBILIZATION @ 5%				$ 22,700.00
ROW	RIGHT OF WAY	SF	$ 15.00	6000	$ 90,000.00
Subtotal Construction Cost					$626,600
Contingency		25%			$156,650
Design, Administration and Construction Management		24%			$150,384
TOTAL					**$934,000**

Notes/Assumptions

Widening: widening of southeast and northeast corners required for installation of third northbound through lane and second northbound right turn lane

Signal Mod: relocate/replace traffic signal equipment on NWC and SWC

Signing/Striping: restriping and signing required for south leg approach and north and east leg departure lanes

Right-of-Way: additional right-of-way assumed to be required for installation of additional northbound through lane, ROW costs are an estimate and may be higher

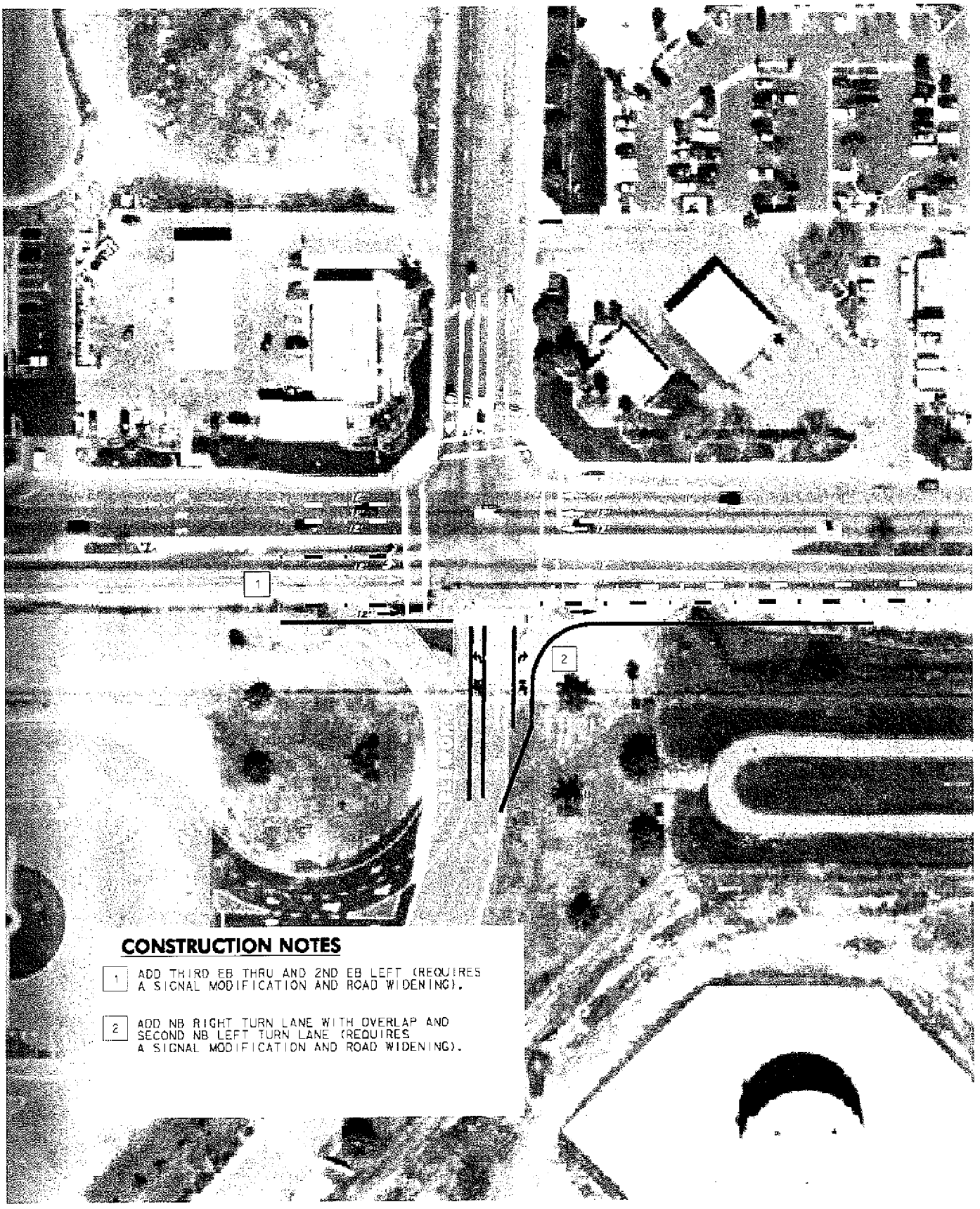

CONSTRUCTION NOTES

1. ADD THIRD EB THRU AND 2ND EB LEFT (REQUIRES A SIGNAL MODIFICATION AND ROAD WIDENING).

2. ADD NB RIGHT TURN LANE WITH OVERLAP AND SECOND NB LEFT TURN LANE (REQUIRES A SIGNAL MODIFICATION AND ROAD WIDENING).

N.T.S.

Kimley-Horn and Associates, Inc.

INTERSECTION 15

Proposed Improvements- NEAR TERM CUMULATIVE (Cactus Ave. & Elsworth St.)

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 **Date:** 22-Dec-09

FOR THE CONSTRUCTION OF :

MERIDIAN SPA NEAR TERM CUMULATIVE

INT #15 CACTUS AVENUE & ELSWORTH STREET - NEAR TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	$ 25,000.00	1	$ 25,000.00
2	SIGNAL MODIFICATION	LS	$ 150,000.00	1	$ 150,000.00
3	CLEARING AND GRUBBING	SF	$ 0.10	36900	$ 3,690.00
4	ASPHALT CONCRETE	TON	$ 90.00	1230	$ 110,700.00
5	CEMENT TREATED BASE	CY	$ 70.00	911	$ 63,770.00
6	MINOR CONCRETE, CURB AND GUTTER	LF	$ 15.00	2250	$ 33,750.00
7	MINOR CONCRETE, SIDEWALK	SF	$ 5.00	13500	$ 67,500.00
8	MINOR CONCRETE, CURB RAMP	EA	$ 2,500.00	2	$ 5,000.00
9	MINOR UTILITY ADJUSTMENT	LS	$ 20,000.00	1	$ 20,000.00
10	DRAINAGE IMPROVEMENTS	LS	$ 40,000.00	1	$ 40,000.00
11	GRADING	CY	$ 20.00	1594	$ 31,880.00
SWPPP	STORMWATER MANAGEMENT @ 3%				$ 16,500.00
TC	TRAFFIC CONTROL @ 8%				$ 44,100.00
MOB	MOBILIZATION @ 5%				$ 27,600.00
Subtotal Construction Cost					$639,490
Contingency		25%			$159,873
Design, Administration and Construction Management		24%			$153,478
TOTAL					**$953,000**

Notes/Assumptions

Widening: widening of south leg required for additional left and right turn lanes; widening on southside of Cactus for additional eastbound lane
Signal Mod: relocate/replace traffic signal equipment on SWC and SEC; modify traffic signal heads on NEC
Signing/Striping: restriping and signing required for south and west leg approaches and east leg departure lanes
Right-of-Way: not required, assumed to be dedicated by others

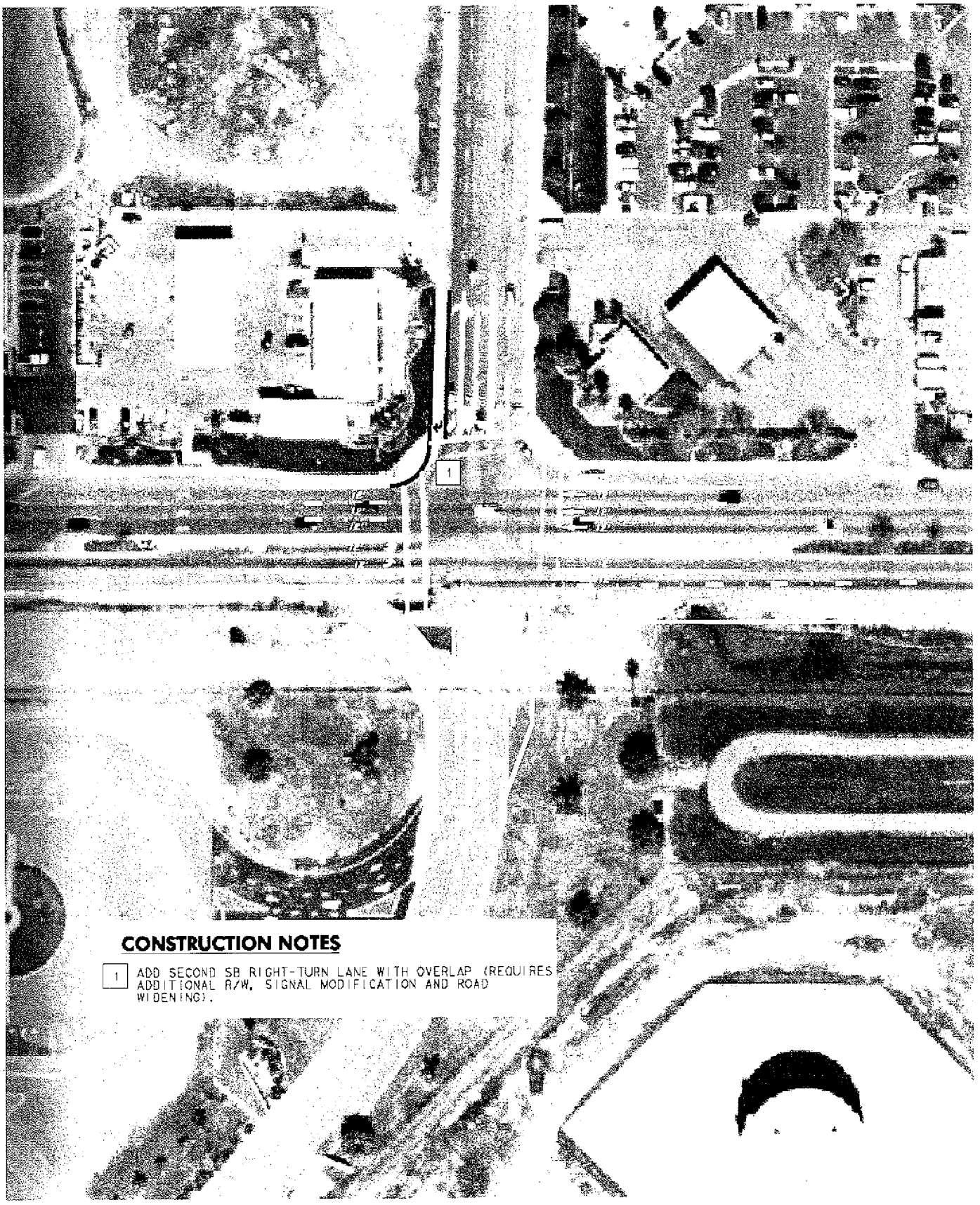

CONSTRUCTION NOTES

1 ADD SECOND SB RIGHT-TURN LANE WITH OVERLAP (REQUIRES ADDITIONAL R/W, SIGNAL MODIFICATION AND ROAD WIDENING).

N.T.S.

Kimley-Horn and Associates, Inc.

INTERSECTION 15

Proposed Improvements- LONG TERM CUMULATIVE (Cactus Ave. & Elsworth St.)

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 **Date:** 22-Dec-09

FOR THE CONSTRUCTION OF :

MERIDIAN SPA LONG TERM CUMULATIVE

INT #15 CACTUS AVENUE & ELSWORTH STREET - LONG TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	$ 5,000.00	1	$ 5,000.00
2	SIGNAL MODIFICATION	LS	$ 50,000.00	1	$ 50,000.00
3	CLEARING AND GRUBBING	SF	$ 0.10	3600	$ 360.00
4	REMOVE CONCRETE (SIDEWALK)	SF	$ 2.80	2100	$ 5,880.00
5	ASPHALT CONCRETE	TON	$ 90.00	135	$ 12,150.00
6	CEMENT TREATED BASE	CY	$ 70.00	89	$ 6,230.00
7	MINOR CONCRETE, CURB AND GUTTER	LF	$ 15.00	350	$ 5,250.00
8	MINOR CONCRETE, SIDEWALK	SF	$ 5.00	2100	$ 10,500.00
9	MINOR CONCRETE, CURB RAMP	EA	$ 2,500.00	1	$ 2,500.00
10	MINOR UTILITY ADJUSTMENT	LS	$ 5,000.00	1	$ 5,000.00
11	DRAINAGE IMPROVEMENTS	LS	$ 10,000.00	1	$ 10,000.00
12	GRADING	CY	$ 20.00	156	$ 3,120.00
SWPPP	STORMWATER MANAGEMENT @ 3%				$ 3,500.00
TC	TRAFFIC CONTROL @ 8%				$ 9,300.00
MOB	MOBILIZATION @ 5%				$ 5,800.00
ROW	RIGHT OF WAY	SF	$ 15.00	3600	$ 54,000.00
Subtotal Construction Cost					$188,590
Contingency		25%			$47,148
Design, Administration and Construction Management		24%			$45,262
TOTAL					**$281,000**

Notes/Assumptions

Widening: widening of north leg required for southbound right turn lane
Signal Mod: replace/relocate signal equipment on NWC
Signing/Striping: additionqal striping and signing required for southbound dual right turn lanes
Right-of-Way: obtain right-of-way for construction of southbound right turn lane, ROW costs are an estimate and may be higher

CONSTRUCTION NOTES

1. IMPROVEMENTS BY TUMF.
2. IMPROVEMENTS BY TUMF.
3. ADD SECOND NB THRU LANE (REQUIRES ADDITIONAL R/W, WIDENING ALONG EAST SIDE OF WOOD RD., AND SIGNAL MODIFICATION).
4. ADD SECOND EB LEFT TURN LANE.

N.T.S.

Kimley-Horn and Associates, Inc.

INTERSECTION 21

Proposed Improvements- NEAR TERM CUMULATIVE (Van Buren Blvd. & Wood Rd.)

Item No. A.19

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 **Date:** 31-Mar-10

FOR THE CONSTRUCTION OF :

MERIDIAN SPA NEAR TERM CUMULATIVE

INT #21 VAN BUREN BOULEVARD & WOOD ROAD - NEAR TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	$ 10,000.00	1	$ 10,000.00
2	SIGNAL MODIFICATION	LS	$ 100,000.00	1	$ 100,000.00
3	CLEARING AND GRUBBING	SF	$ 0.10	12000	$ 1,200.00
4	REMOVE CONCRETE (SIDEWALK)	SF	$ 2.80	6000	$ 16,800.00
5	ASPHALT CONCRETE	TON	$ 90.00	450	$ 40,500.00
6	CEMENT TREATED BASE	CY	$ 70.00	296	$ 20,720.00
7	MINOR CONCRETE, CURB AND GUTTER	LF	$ 15.00	1000	$ 15,000.00
8	MINOR CONCRETE, SIDEWALK	SF	$ 5.00	6000	$ 30,000.00
9	MINOR CONCRETE, CURB RAMP	EA	$ 2,500.00	2	$ 5,000.00
10	MINOR UTILITY ADJUSTMENT	LS	$ 10,000.00	1	$ 10,000.00
11	DRAINAGE IMPROVEMENTS	LS	$ 20,000.00	1	$ 20,000.00
12	GRADING	CY	$ 20.00	519	$ 10,380.00
13	LANDSCAPING	LS	$ 10,000.00	1	$ 10,000.00
SWPPP	STORMWATER MANAGEMENT @ 3%				$ 8,400.00
TC	TRAFFIC CONTROL @ 8%				$ 22,400.00
MOB	MOBILIZATION @ 5%				$ 14,000.00
ROW	RIGHT OF WAY	SF	$ 15.00	12000	$ 180,000.00
Subtotal Construction Cost					$514,400
Contingency			25%		$128,600
Design, Administration and Construction Management			24%		$123,456
TOTAL					**$766,000**

Notes/Assumptions

Widening: widening of two legs of the intersection is anticipated to be required
Signal Mod: replace/relocate traffic signal equipment on the east side of the intersection
Signing/Striping: minor modifications to signing and makring for north, south, and west legs
Right-of-Way: obtain right-of-way for widening, ROW costs are an estimate and may be higher

Item No. A.19

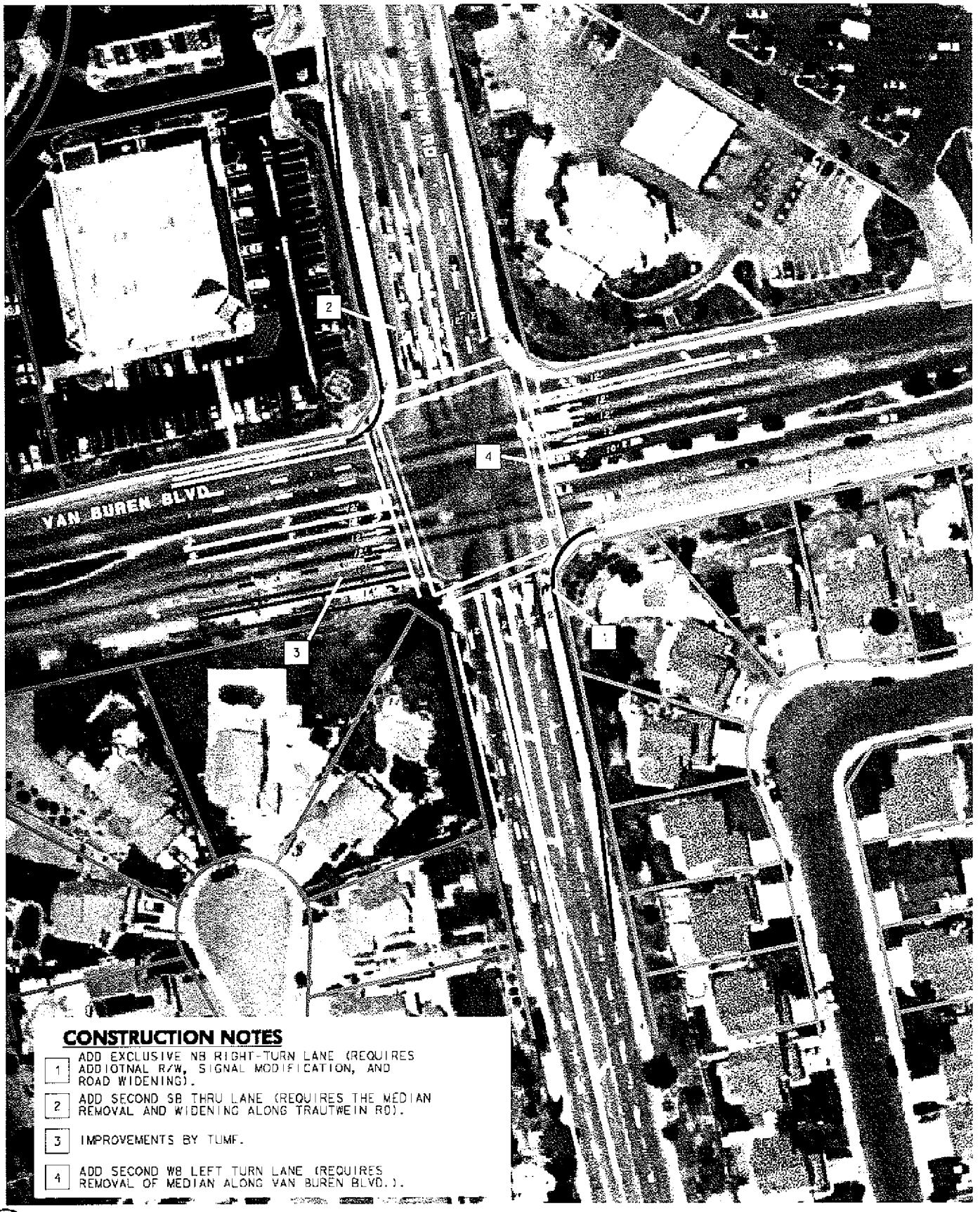

CONSTRUCTION NOTES

1. ADD EXCLUSIVE NB RIGHT-TURN LANE (REQUIRES ADDIOTNAL R/W, SIGNAL MODIFICATION, AND ROAD WIDENING).
2. ADD SECOND SB THRU LANE (REQUIRES THE MEDIAN REMOVAL AND WIDENING ALONG TRAUTWEIN RD).
3. IMPROVEMENTS BY TUMF.
4. ADD SECOND WB LEFT TURN LANE (REQUIRES REMOVAL OF MEDIAN ALONG VAN BUREN BLVD.).

N.T.S.

Kimley-Horn and Associates, Inc.

INTERSECTION 22

Proposed Improvements- NEAR TERM CUMULATIVE (Van Buren Blvd. & Trautwein Rd.)

Item No. A.19

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 **Date:** 31-Mar-10

FOR THE CONSTRUCTION OF :

MERIDIAN SPA YEAR NEAR TERM CUMULATIVE

INT #22 VAN BUREN BOULEVARD & TRAUTWEIN ROAD - NEAR TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	$ 15,000.00	1	$ 15,000.00
2	SIGNAL MODIFICATION	LS	$ 150,000.00	1	$ 150,000.00
3	CLEARING AND GRUBBING	SF	$ 0.10	8400	$ 840.00
4	REMOVE CONCRETE (SIDEWALK)	SF	$ 2.80	4200	$ 11,760.00
5	ASPHALT CONCRETE	TON	$ 90.00	315	$ 28,350.00
6	CEMENT TREATED BASE	CY	$ 70.00	207	$ 14,490.00
7	MINOR CONCRETE, CURB AND GUTTER	LF	$ 15.00	700	$ 10,500.00
8	MINOR CONCRETE, SIDEWALK	SF	$ 5.00	4200	$ 21,000.00
9	MINOR CONCRETE, CURB RAMP	EA	$ 2,500.00	3	$ 7,500.00
10	MINOR UTILITY ADJUSTMENT	LS	$ 50,000.00	1	$ 50,000.00
11	DRAINAGE IMPROVEMENTS	LS	$ 40,000.00	1	$ 40,000.00
12	GRADING	CY	$ 20.00	363	$ 7,260.00
13	LANDSCAPING	LS	$ 10,000.00	1	$ 10,000.00
SWPPP	STORMWATER MANAGEMENT @ 3%				$ 10,700.00
TC	TRAFFIC CONTROL @ 8%				$ 28,500.00
MOB	MOBILIZATION @ 5%				$ 17,800.00
ROW	RIGHT OF WAY	SF	$ 15.00	2100	$ 31,500.00
Subtotal Construction Cost					$455,200
Contingency		25%			$113,800
Design, Administration and Construction Management		24%			$109,248
TOTAL					**$678,000**

Notes/Assumptions

Widening: widening of two legs of the intersection is anticipated to be required and removal of median on east side

Signal Mod: replace/relocate traffic signal equipment on northwest and southeast corners of the intersection

Signing/Striping: minor signing and striping assumed for three legs of the intersection

Right-of-Way: additional right-of-way assumed to be required for northwest and southeast corner improvements, ROW costs are an estimate and may be higher

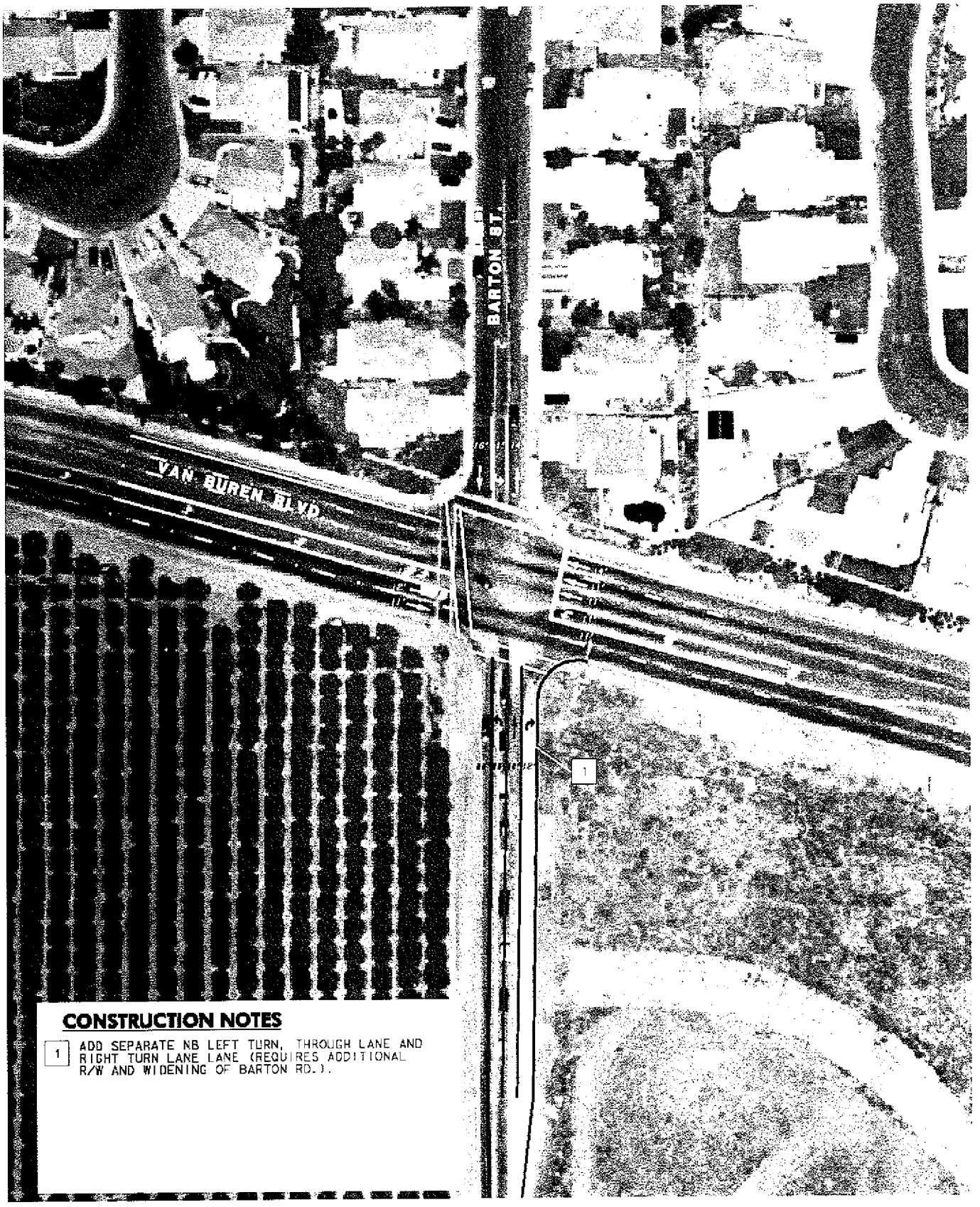

CONSTRUCTION NOTES

1 ADD SEPARATE NB LEFT TURN, THROUGH LANE AND RIGHT TURN LANE LANE (REQUIRES ADDITIONAL R/W AND WIDENING OF BARTON RD.).

N.T.S.

Kimley-Horn and Associates, Inc.

INTERSECTION 23

Proposed Improvements- DIRECT IMPACT (Van Buren Blvd. & Barton St.)

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 **Date:** 16-Mar-10

FOR THE CONSTRUCTION OF :

MERIDIAN SPA DIRECT IMPACT

INT #23 VAN BUREN BOULEVARD & BARTON ROAD - Direct Impact

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	$ 7,500.00	1	$ 7,500.00
2	SIGNAL MODIFICATION	LS	$ 70,000.00	1	$ 70,000.00
3	CLEARING AND GRUBBING	SF	$ 0.10	9000	$ 900.00
4	ASPHALT CONCRETE	TON	$ 90.00	338	$ 30,420.00
5	CEMENT TREATED BASE	CY	$ 70.00	222	$ 15,540.00
6	MINOR CONCRETE, CURB AND GUTTER	LF	$ 15.00	500	$ 7,500.00
7	MINOR CONCRETE, SIDEWALK	SF	$ 5.00	3000	$ 15,000.00
8	MINOR CONCRETE, CURB RAMP	EA	$ 2,500.00	1	$ 2,500.00
9	MINOR UTILITY ADJUSTMENT	LS	$ 10,000.00	1	$ 10,000.00
10	DRAINAGE IMPROVEMENTS	LS	$ 20,000.00	1	$ 20,000.00
11	GRADING	CY	$ 20.00	389	$ 7,780.00
SWPPP	STORMWATER MANAGEMENT @ 3%				$ 5,600.00
TC	TRAFFIC CONTROL @ 8%				$ 15,000.00
MOB	MOBILIZATION @ 5%				$ 9,400.00
ROW	RIGHT OF WAY	SF	$ 15.00	3000	$ 45,000.00
Subtotal Construction Cost					$262,140
Contingency		25%			$65,535
Design, Administration and Construction Management		24%			$62,914
TOTAL					$391,000

Notes/Assumptions

Widening: widening is required at the southeast corner of the intersection
Signal Mod: relocate traffic signal equipment on southeast corner of the intersection; modify traffic signal heads on northeast corner
Signing/Striping: minor signing and striping improvements on north and south legs of the intersection
Right-of-Way: acquire right-of-way for widening of south leg, ROW costs as an estimate and may be higher
Other: major utility relocation assumed to be by others

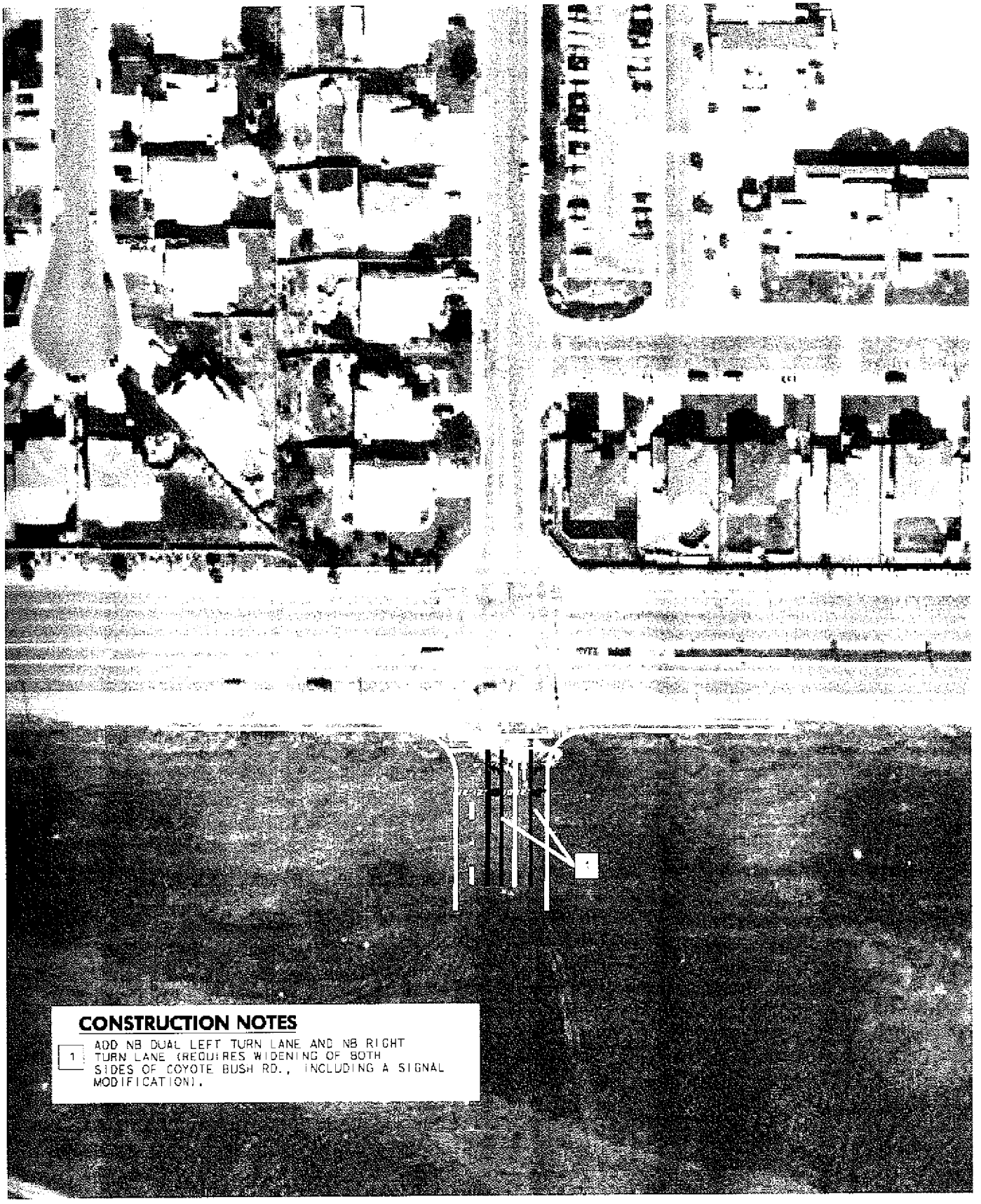

CONSTRUCTION NOTES

1 ADD NB DUAL LEFT TURN LANE AND NB RIGHT TURN LANE (REQUIRES WIDENING OF BOTH SIDES OF COYOTE BUSH RD., INCLUDING A SIGNAL MODIFICATION).

N.T.S.

Kimley-Horn and Associates, Inc.

INTERSECTION 24

Proposed Improvements- NEAR TERM CUMULATIVE (Van Buren Blvd. & Coyote Bush Road)

Item No. A.19

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 **Date:** 22-Dec-09

FOR THE CONSTRUCTION OF :

MERIDIAN SPA NEAR TERM CUMULATIVE

INT #24 VAN BUREN BOULEVARD & COYOTE BUSH ROAD - NEAR TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	$ 10,000.00	1	$ 10,000.00
2	SIGNAL MODIFICATION	LS	$ 100,000.00	1	$ 100,000.00
3	CLEARING AND GRUBBING	SF	$ 0.10	4400	$ 440.00
4	ASPHALT CONCRETE	TON	$ 90.00	165	$ 14,850.00
5	CEMENT TREATED BASE	CY	$ 70.00	109	$ 7,630.00
6	MINOR CONCRETE, CURB AND GUTTER	LF	$ 15.00	500	$ 7,500.00
7	MINOR CONCRETE, SIDEWALK	SF	$ 5.00	3000	$ 15,000.00
8	MINOR CONCRETE, CURB RAMP	EA	$ 2,500.00	2	$ 5,000.00
9	MINOR UTILITY ADJUSTMENT	LS	$ 5,000.00	1	$ 5,000.00
10	DRAINAGE IMPROVEMENTS	LS	$ 20,000.00	1	$ 20,000.00
11	GRADING	CY	$ 20.00	190	$ 3,800.00
SWPPP	STORMWATER MANAGEMENT @ 3%				$ 5,700.00
TC	TRAFFIC CONTROL @ 8%				$ 15,100.00
MOB	MOBILIZATION @ 5%				$ 9,500.00
Subtotal Construction Cost					$219,520
Contingency			25%		$54,880
Design, Administration and Construction Management			24%		$52,685
TOTAL					**$327,000**

Notes/Assumptions

Widening: assumes symmetrical widening of the south leg for construction of the additional northbound lanes

Signal Mod: relocate/replace traffic signal equipment on southwest and southeast corners of the intersection, modify signal heads on northeast corner

Signing/Striping: replace striping and signing on south leg of the intersection

Right-of-Way: not anticipated to be required, right-of-way assumed to be dedicated upon construction of south leg of the intersection

CONSTRUCTION NOTES

1. ADD NB RIGHT TURN OVERLAP (SIGNAL MODIFICATION AND STRIPING).

N.T.S.

Kimley-Horn and Associates, Inc.

INTERSECTION 26

Proposed Improvements- NEAR TERM CUMULATIVE (Van Buren Blvd. & Village West Dr.)

Item No. A.19

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 **Date:** 22-Dec-09

FOR THE CONSTRUCTION OF :

MERIDIAN SPA NEAR TERM CUMULATIVE

INT #26 VAN BUREN BOULEVARD & VILLAGE WEST DRIVE - NEAR TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	$ 5,000.00	1	$ 5,000.00
2	SIGNAL MODIFICATION	LS	$ 10,000.00	1	$ 10,000.00
SWPPP	STORMWATER MANAGEMENT @ 3%				$ 1,000.00
TC	TRAFFIC CONTROL @ 8%				$ 1,200.00
MOB	MOBILIZATION @ 5%				$ 2,000.00
Subtotal Construction Cost					$19,200
Contingency		25%			$4,800
Design, Administration and Construction Management		24%			$4,608
TOTAL					$29,000

Notes/Assumptions

Widening: none required
Signal Mod: only anticipate modifications to the northbound traffic signal heads
Signing/Striping: minor signing and striping modifications for northbound approach
Right-of-Way: none required

POLE AND EQUIPMENT SCHEDULE

POLE	TYPE	MAST ARM STD.	MAST ARM EXTD.	MAST ARM LONG	MAST ARM	POLE	PED SIGNAL STD.	PPB A	QUAD	POLE LOC. X	POLE LOC. Y	MPS LOAD	STD. SHAFT LIGHT LEGEND	REMARKS
A	1-A	10'	-	-	-	TV-1-7 φ4	S2-1-7 φ4P	φ3P	S	11.8'	8.5'	-	-	
B	1C	30'	-	15	-	-	-	-	-	14.6'	8.5'	200 W	-	
C	1S	30'	-	15	-	SV-2-7 φ6, φ8	S2-1-7 φ4P	φ4P	N	11.8'	8.3'	200 W	-	
D	1-A	10'	-	-	-	TV-1-7 φ5	-	-	-	STA 735+71	7'	-	-	
E	M1-5-100	30'	65'	15'	2-MAS φ2	SV-2-7 φ6, φ4	-	-	-	STA 735+53	10'	200 W	Opportunity Way	4 5
F	M4-4-100	30'	35'	15	1-MAS φ4	SV-2-7 φ2 , φ4	S2-1-7 φ4P	φ4P	W	STA 734+68	3.3'	200 W	Van Buren	4 5
G	M4-5-100	30'	50'	15'	2-MAS φ8	SV-1-7 φ5	S2-1-7 φ5P	φ4P	E	11.8'	4'	200 W	Opportunity Way	4 5

* PED PUSH BUTTONS SHALL MEET OR EXCEED ALL ADA ACCESSIBILITY REQUIREMENTS. ** ROTATE 90° COUNTER CLOCKWISE

CONSTRUCTION NOTES

1. CONSTRUCT POE FOUNDATION FOR TYPE 332 CONTROLLER CABINET PER STD PLAN ES-4A.
2. FURNISH AND INSTALL TYPE 170E CONTROLLER IN MODEL 332 ALUMINUM CABINET WIRED FOR 8 PHASE CAPABILITY AND NECESSARY ACCESSORIES TO PROVIDE PHASING SHOWN ON THESE PLANS. CONTROLLER UNIT SHALL BE EQUIPPED WITH ONE MODEL 412C SYSTEM MONITOR MODULE, ONE MODEL 404 MODEM, ONE ISLAND MODEL ETI250 SERIAL PROGRAMMING UNIT AND EVP CARDS. AN EXTERNAL BATTERY BACKUP SYSTEM SHALL BE INSTALLED PER RIVERSIDE COUNTY SPECIFICATIONS OR AS DIRECTED BY THE TRANSPORTATION DEPARTMENT INSPECTOR.
3. INSTALL TYPE III-CP SIGNAL AND LIGHTING SERVICE CABINET PER SD. EA. EDISON REQUIREMENTS AND COUNTY SPECIFICATIONS AND SHALL CONFORM TO THE FOLLOWING
   1. 120 240 V 2 METER SERVICE
   2. CIRCUIT BREAKERS REQUIRED.
      E- 100 AMP 2 POLE (SIGNAL MAIN & LIGHTING MAIN)
      I- 30 AMP (POLE LIGHTING)
      J- 30 AMP (POLE SIGNALS)
      J- 15 AMP (POLE LUMINAIRE PHOTOELECTRIC CONTROL)
   3. TYPE V PHOTOELECTRIC CONTROL CONTACTOR AND TEST SWITCH ASSEMBLY SHALL BE INSTALLED IN THE SERVICE CABINET.
4. INSTALL SINGLE CHANNEL E.V.P.E. DETECTOR UNIT KSH OPTICOM MODEL 101 OR APPROVED EQUAL. CONTRACTOR SHALL FURNISH AND INSTALL E.V.P.E. EQUIPMENT, MOUNTING HARDWARE, CABLE AND ALL OTHER HARDWARE NECESSARY. SEE DETAIL THIS SHEET.
5. INSTALL MAST ARM-MOUNTED OR POLE MOUNTED SIGN PER CALTRANS STANDARD PLAN ES-7H. DETAIL "U". SIGN TYPE AS NOTED ON PLAN.
6. CONNECT TO SERVICE POINT. COMPLETE S.C.E. SERVICE PLANCHE 48 HOURS BEFORE BEGINNING WORK.
7. INSTALL 2" SIGNAL INTERCONNECT CONDUIT WITH 6 PAIR OF #22 INTERCONNECT CABLE TO MERIDIAN PARKWAY AND VAN BUREN BOULEVARD SIGNAL PER RIVERSIDE COUNTY STANDARDS.
8. INSTALL 2" CONDUIT WITH PULL ROPE AND "3 PULL BOX FOR FUTURE INTERCONNECT TO INTERCHANGE SIGNAL.

CONDUCTOR SCHEDULE

AND SIZE OR CABLE TYPE	POLE OR CONDUIT	CONDUIT SIZE AND NUMBER REQUIRED 2"	3"	4"	2"	3"	4"	1-1/2"	1"
1# 3 CONDUIT	POLE - A	X	X	X	X	X	X	X	X
	B	X	X	X	X	X	X	X	X
	C	X	X	X	X	X	X	X	X
	D	X	X	X	X	X	X	X	X
	E	X	X	X	X	X	X	X	X
	F	X	X	X	X	X	X	X	X
	G	X	X	X	X	X	X	X	X
	TOTAL	X	X	X	X	X	X	X	X
#12	I-1-B-N-B-	2	2	2	-	-	-	-	2
	P.E.C.	-	-	2	-	-	-	2	-
	TOTAL	2	2	4	-	-	-	4	- 4
#10	LUMINAIRE	2	2	2	-	-	-	2	- 4
	TOTAL	2	2	2	-	-	-	2	- 4
#6	SIGNAL SERVICE	-	-	-	-	-	-	-	2
DLC (TYPE "B")	φ6	-	-	-	2	2	2	2	-
	φ2 & φ8	-	3	3	-	-	3	3	-
	φ4	-	-	-	-	-	4	4	-
	TOTAL	-	3	3	-	2	5	11	15 -
3M OPTICOM CABLE #138		-	1	2	-	1	1	3	3 -
INTERCONNECT		-	-	-	-	-	-	2	-
PERCENT FILL		13	20	20	10	24	24	18	20 7

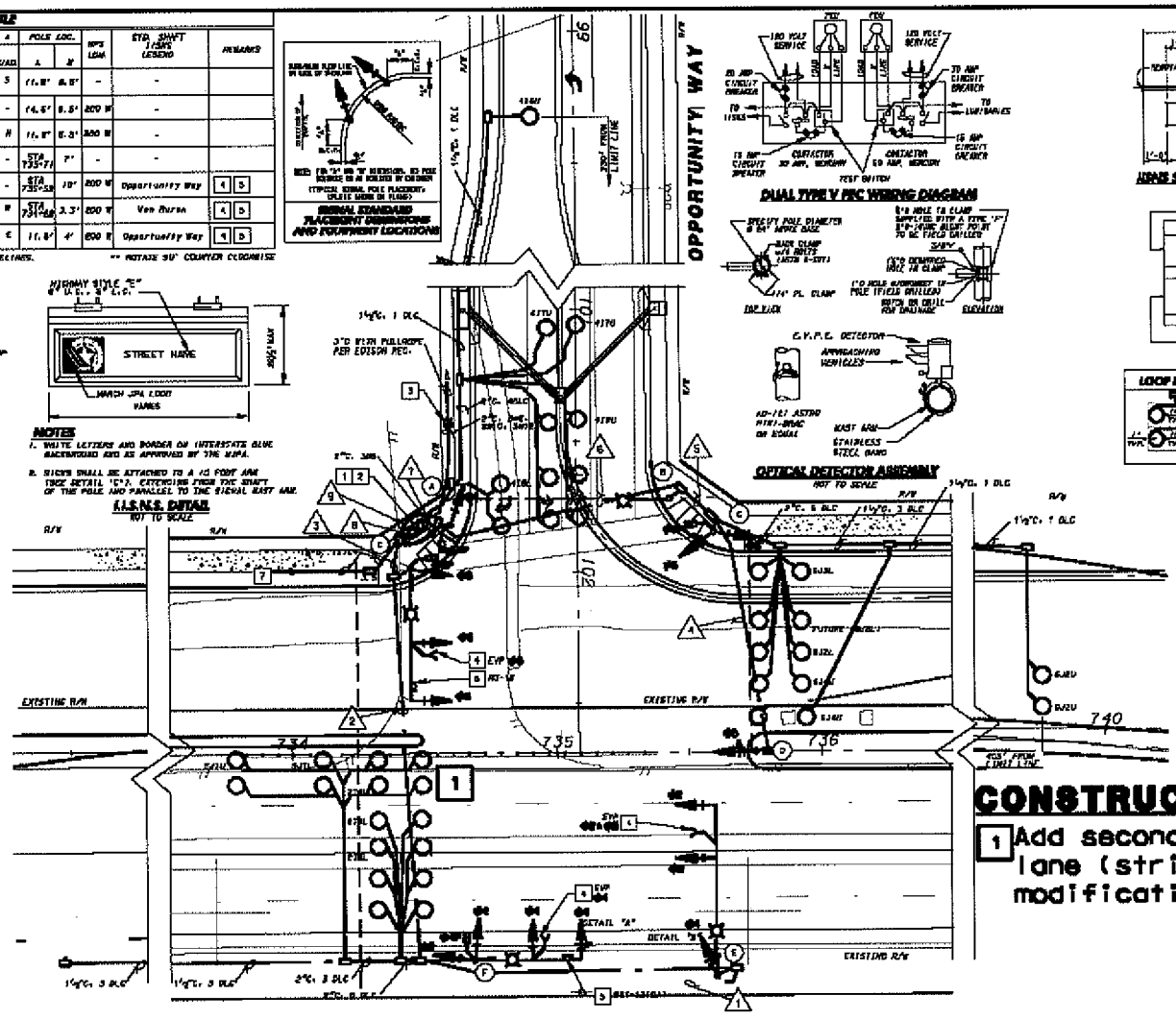

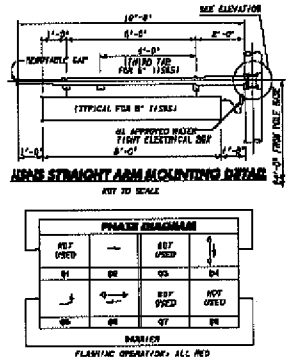

INTERSECTION 28
Proposed Improvements- LONG TERM CUMULATIVE (Van Buren Blvd. & Opportunity Wy.)

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

Kimley-Horn and Associates, Inc.

VAN BUREN BLVD. PHASE 1
SIGNAL PLANS
TRAFFIC SIGNAL AT
VAN BUREN BLVD AND OPPORTUNITY WAY

13 of 13

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 **Date:** 22-Dec-09

FOR THE CONSTRUCTION OF :

MERIDIAN SPA LONG TERM CUMULATIVE

INT #28 VAN BUREN BOULEVARD AND OPPORTUNITY WAY- LONG TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	$ 5,000.00	1	$ 5,000.00
2	SIGNAL MODIFICATION	LS	$ 15,000.00	1	$ 15,000.00
SWPPP	STORMWATER MANAGEMENT @ 3%				$ 1,000.00
TC	TRAFFIC CONTROL @ 8%				$ 1,600.00
MOB	MOBILIZATION @ 5%				$ 2,000.00
Subtotal Construction Cost					$24,600
Contingency			25%		$6,150
Design, Administration and Construction Management			24%		$5,904
TOTAL					**$37,000**

Notes/Assumptions

Widening: none required
Signal Mod: modification to add loops and modify signal heads for the eastbound direction
Signing/Striping: modification to the eastbound signing and striping to add a dual left-turn lane
Right-of-Way: none required

CONSTRUCTION NOTES

1. ADD SB SHARED THROUGH-RIGHT LANE AND SB LEFT TURN LANE (STRIPING ONLY).
2. WIDEN SW CORNER TO ALIGN SB THROUGH LANE AND TRANSITION TAPER (REQUIRES ADDITIONAL R/W. AND RESTRIPE OF NB LANES).

N.T.S.

Kimley-Horn and Associates, Inc.

INTERSECTION 36

Proposed Improvements- NEAR TERM CUMULATIVE (Nandina Ave & Barton St)

Item No. A.19

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 **Date:** 22-Dec-09

FOR THE CONSTRUCTION OF :

MERIDIAN SPA NEAR TERM CUMULATIVE

INT #36 NANDINA AVENUE & BARTON STREET- NEAR TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	$ 10,000.00	1	$ 10,000.00
2	CLEARING AND GRUBBING	SF	$ 0.10	3600	$ 360.00
3	ASPHALT CONCRETE	TON	$ 90.00	135	$ 12,150.00
4	CEMENT TREATED BASE	CY	$ 70.00	89	$ 6,230.00
5	MINOR CONCRETE, CURB AND GUTTER	LF	$ 15.00	400	$ 6,000.00
6	MINOR CONCRETE, SIDEWALK	SF	$ 5.00	2400	$ 12,000.00
7	MINOR CONCRETE, CURB RAMP	EA	$ 2,500.00	1	$ 2,500.00
8	MINOR UTILITY ADJUSTMENT	LS	$ 5,000.00	1	$ 5,000.00
9	DRAINAGE IMPROVEMENTS	LS	$ 5,000.00	1	$ 5,000.00
10	GRADING	CY	$ 20.00	156	$ 3,120.00
SWPPP	STORMWATER MANAGEMENT @ 3%				$ 1,900.00
TC	TRAFFIC CONTROL @ 8%				$ 5,000.00
MOB	MOBILIZATION @ 5%				$ 3,100.00
ROW	RIGHT OF WAY	SF	$ 15.00	113	$ 1,695.00
Subtotal Construction Cost					$74,055
Contingency		25%			$18,514
Design, Administration and Construction Management		24%			$17,773
TOTAL					**$110,000**

Notes/Assumptions

Widening: widen southwest corner to align southbound through movement
Signal Mod: none required
Signing/Striping: minor signing and marking improvements for both north and south legs of the intersection
Right-of-Way: obtain right-of-way on southwest corner for widening, ROW costs are an estimate and may be higher

Item No. A.19

CONSTRUCTION NOTES

1. ADD SECOND SB LEFT TURN LANE (REQUIRES ADDITIONAL R/W, ROAD WIDENING, AND SIGNAL MODIFICATION).
2. WIDEN SOUTH LEG DUE TO NORTH LEG WIDENING (REQUIRES ADDITIONAL R/W AND ROAD WIDENING).

N.T.S.

Kimley-Horn and Associates, Inc.

INTERSECTION 37

Proposed Improvements- LONG TERM CUMULATIVE (Cottonwood Ave. & Day St.)

Item No. A.19

LNR Property Corporation

OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 **Date:** 22-Dec-09

FOR THE CONSTRUCTION OF :

MERIDIAN SPA LONG TERM CUMULATIVE

INT #37 COTTONWOOD AVENUE & DAY STREET- LONG TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	$ 10,000.00	1	$ 10,000.00
2	SIGNAL MODIFICATION	LS	$ 100,000.00	1	$ 100,000.00
3	CLEARING AND GRUBBING	SF	$ 0.10	6000	$ 600.00
4	REMOVE CONCRETE (SIDEWALK)	SF	$ 2.80	1750	$ 4,900.00
5	ASPHALT CONCRETE	TON	$ 90.00	225	$ 20,250.00
6	CEMENT TREATED BASE	CY	$ 70.00	148	$ 10,360.00
7	MINOR CONCRETE, CURB AND GUTTER	LF	$ 15.00	700	$ 10,500.00
8	MINOR CONCRETE, SIDEWALK	SF	$ 5.00	2100	$ 10,500.00
9	MINOR CONCRETE, CURB RAMP	EA	$ 2,500.00	2	$ 5,000.00
10	MINOR UTILITY ADJUSTMENT	LS	$ 10,000.00	1	$ 10,000.00
11	DRAINAGE IMPROVEMENTS	LS	$ 30,000.00	1	$ 30,000.00
12	GRADING	CY	$ 20.00	259	$ 5,180.00
13	LANDSCAPING	LS	$ 10,000.00	1	$ 10,000.00
SWPPP	STORMWATER MANAGEMENT @ 3%				$ 6,500.00
TC	TRAFFIC CONTROL @ 8%				$ 17,400.00
MOB	MOBILIZATION @ 5%				$ 10,900.00
ROW	RIGHT OF WAY	SF	$ 15.00	5500	$ 82,500.00
Subtotal Construction Cost					$344,590
Contingency			25%		$86,148
Design, Administration and Construction Management			24%		$82,702
TOTAL					**$513,000**

Notes/Assumptions

Widening: assumes all widening to the western side of Day Street

Signal Mod: relocate/replace traffic signal equipment on northwest and southwest corners of the intersection

Signing/Striping: replace signing and marking on both the north and south legs of the intersection

Right-of-Way: acquire right-of-way along the western side of Day Streed for the proposed widening, ROW costs are an estimate and may be higher

EXHIBIT "B"

Meridian Specific Plan Land Use Fair Share Fee Schedule

[attached behind this page]

Land Use

	Acres	External ADT	Land Use Fair Share	LU Fair Share Per A
Business Park	22.97	3458	$ 12,236.90	$ 532.73
Commercial	22.24	13471	$ 47,662.24	$ 2,143.09
Industrial	158.5	9867	$ 34,910.70	$ 220.26
Mixed Use	16.77	11787	$ 41,705.75	$ 2,486.93
Office	21.54	6791	$ 24,028.30	$ 1,115.52
Public Facility	4.63	46	$ 163.11	$ 35.23
Park/Recreation/Open Space	11.1	0	$ -	
		45420	$ 160,707	

Exhibit "C"

Fair Share Fee Allocation Table

[attached behind this page]

Intersection	Fair Share	City of Riverside Share	City of Moreno Valley Share	Riverside County Share
INT #3 ALESSANDRO BOULEVARD & MISSION GROVE PARKWAY - LONG TERM CUMULATIVE	$ 284	$ 284	$ -	$ -
INT #6 ALESSANDRO BOULEVARD & MERIDIAN PARKWAY - LONG TERM CUMULATIVE	$ 2,607	$ 2,607	$ -	$ -
INT #7 ALESSANDRO BOULEVARD & I-215 SB RAMPS - LONG TERM CUMULATIVE	$ 10,248	$ 10,248	$ -	$ -
INT #8 ALESSANDRO BOULEVARD & I-215 NB - NEAR TERM CUMULATIVE	$ 7,363	$ 7,363	$ -	$ -
INT #8 ALESSANDRO BOULEVARD & I-215 NB - LONG TERM CUMULATIVE	$ 5,516	$ 5,516	$ -	$ -
INT #9 ALESSANDRO BOULEVARD & OLD 215 - LONG TERM CUMULATIVE	$ 1,404	$ -	$ 1,404	$ -
INT #12 MERIDIAN PARKWAY & CACTUS AVENUE- NEAR TERM CUMULATIVE	$ 37,000	$ -	$ -	$ -
INT #15 CACTUS AVENUE & ELSWORTH STREET - NEAR TERM CUMULATIVE	$ 24,587	$ -	$ 24,587	$ -
INT #15 CACTUS AVENUE & ELSWORTH STREET - LONG TERM CUMULATIVE	$ 6,744	$ -	$ 6,744	$ -
INT #21 VAN BUREN BOULEVARD & WOOD ROAD - NEAR TERM CUMULATIVE	$ 69,476	$ 69,476	$ -	$ -
INT #22 VAN BUREN BOULEVARD & TRAUTWEIN ROAD - NEAR TERM CUMULATIVE	$ 24,476	$ 24,476	$ -	$ -
INT #23 VAN BUREN BOULEVARD & BARTON ROAD - Direct Impact	$ 391,000	$ -	$ -	$ -
INT #24 VAN BUREN BOULEVARD & COYOTE BUSH ROAD - NEAR TERM CUMULATIVE	$ 327,000	$ -	$ -	$ -
INT #26 VAN BUREN BOULEVARD & VILLAGE WEST DRIVE - NEAR TERM CUMULATIVE	$ 29,000	$ -	$ -	$ -
INT #36 NANDINA AVENUE & BARTON STREET- NEAR TERM CUMULATIVE	$ 4,103	$ -	$ -	$ 4,103
INT #37 COTTONWOOD AVENUE & DAY STREET- LONG TERM CUMULATIVE	$ 3,899	$ -	$ 3,899	$ -
TOTAL CONTRIBUTIONS (Fully Funded and Fair Share) [1]	$ 944,707			
FULLY FUNDED BY PROJECT SPONSOR	$ 784,000			
FAIR SHARE ALLOCATION (by Agency)	$ 160,707	$ 119,970 74.7%	$ 36,634 22.8%	$ 4,103 2.6%

[1] Costs for Meridian/Cactus ($37,000), Van Buren/Barton ($391,000), Van Buren/Coyote Bush ($327,000), and Van Buren/Village West ($29,000) will be borne 100% by the Project sponsor.

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MV00211186

MINUTES - REGULAR MEETING OF JUNE 25, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00211188

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD)

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: July 9, 2013 (Continued from June 25, 2013)

TITLE: AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROJECT NO. E-2 (HIDDEN SPRINGS) MAINTENANCE OF PARKWAY, MEDIAN AND OPEN SPACE LANDSCAPING AND IRRIGATION

RECOMMENDED ACTION

Recommendations:

1. Approve the Agreement for Project No. E-2/13-14 (Hidden Springs) Maintenance of Parkway, Median and Open Space Landscaping and Irrigation with Mariposa Landscapes, Inc., 15529 Arrow Highway, Irwindale, CA 91706 for landscape maintenance services of the parkways, medians and paseos (open spaces).

2. Authorize the City Manager to execute the Agreement for Project No. E- 2/13-14 with Mariposa Landscapes, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Mariposa Landscapes, Inc. in the not–to-exceed (NTE) amount of $104,282.00 ($85,482.00 for base and $18,800.00 for additional work).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize associated purchase orders (P.O.s) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. Property owners pay a parcel charge as part of their annual property tax bill, which funds the cost of providing the service. Revenue from the parcel charges collected may only be used for landscape maintenance services for the zone in which they were collected. CSD landscape maintenance areas include:

> Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services.
>
> Zone E (extensive landscape maintenance), provides landscape maintenance services at full (standard) or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), E-15 (Celebration), and E-16 (Shadow Mountain).
>
> Zone M (Commercial, Industrial, and/or Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide, and
>
> Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors that perform landscape or specialty maintenance services. The landscape maintenance scope of services is broken into either "base services" or "additional work services":

> "Base services" is the regular, routine landscape maintenance service and typically applies to medians and parkways. These services may include: mowing, edging and trimming of turf grass areas (if applicable), pruning and trimming of shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes and groundcovers, and pesticide applications. For open space areas (e.g. Hidden Springs paseo area), base services may include: irrigation monitoring, annual weed abatement, and vegetation clearance. The vegetation clearing is to maintain a 24 inch width of clearance of open space from abutting residential parcels. Typically, the cost for this service is a set monthly cost.

"Additional work services" includes, but is not necessarily limited to: additional labor and material costs for irrigation repairs, plant material replacement, fertilizer applications and if applicable, the addition of added square footage of landscaped areas. The cost for these services vary based upon needs determined throughout the term of the Agreement and is based on the unit prices for additional work as specified in the Agreement.

The frequency of the base services (i.e. standard service vs. reduced service) and level of additional work services depends upon the financial resources available within the budget of the specific zone. The CSD Board adopted service levels guidelines (most recently amended on April 26, 2011) for both Zones D and E defining the frequency of such services.

Landscape maintenance and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement. In accordance with the terms of the Agreement, annual extensions may be granted up to four times, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the CSD and Contractor, and contingent upon available program funding.

Zone E-2

In May 2011, the property owners within Zone E-2 did not support an increase in their parcel charge to support increasing costs to continue providing landscape maintenance at a standard service level. As a result, the base services were reduced for the landscape maintenance of the paseo area (maintenance of the parkways was retained at a standard service level) and additional work services were reduced (e.g. reduction in the number of replants) in order to balance the budget. The modified reduced service schedule became effective October 1, 2011. The current Agreement is no longer eligible for extensions and necessitated commencement of an RFP process.

DISCUSSION

An RFP soliciting proposals to provide landscape maintenance services to the Hidden Springs area (Zone E-2) was issued at the end of March 2013. In addition to the current level of service being provided (standard service to the parkways and once a year service to the paseos), proposers were requested to provide responses for different frequency levels of service. This strategy provides the CSD flexibility in adjusting service levels based on available funding without incurring additional costs of issuing another RFP.

The RFP was advertised in *The Press-Enterprise* on April 2, 2013, and April 6, 2013 and posted to the City's website. Representatives from seven landscape maintenance companies attended the mandatory pre-submittal meeting on April 9, 2013, at which time the scope of the project, information being requested in the RFP, and the proposal submittal and selection process were reviewed.

On May 8, 2013, six companies submitted proposals to the office of the City Clerk. A review of the proposals was conducted by the City's Senior Landscape Services Inspector, an Associate Engineer and a Senior Parks Maintenance Technician, all of whom have

experience with landscape maintenance and contract management. The review rating scores from each reviewer were collectively totaled, which identified Mariposa Landscapes, Inc. as the top ranked proposer based upon their overall understanding of the project and services to be performed, staffing levels, and cost. The costs as confirmed are their best and final offer for these services. In addition, the costs provided by Mariposa will allow for an increase in the frequency of services levels for the paseos from the once a year service that the area was transitioned to in October 2011 to a six times per year service level, while still coming in below the 2013/14 budgeted amount for this service. Further, Mariposa has demonstrated its work quality with its satisfactory performance during the original term and granted first extension of the agreement covering landscape maintenance of the CSD Zone D reduced service parkways and medians. Therefore, staff recommends awarding the contract for landscape maintenance within the Hidden Springs area (Zone E-2) to Mariposa Landscapes, Inc.

Authority for City Manager Approval of Future Extension Agreements for the Balance of Available Extensions to the Agreement

Pursuant to City Council Resolution No. 2008-115, the City Council/CSD shall provide approval of procurements greater than $100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the Agreement as may be allowed per the terms of the Agreement.

Project No. E-2/13-14						
	FY 2012/13[1] Proposed Original Agreement	FY 2013/14 Potential First Extension[2]	FY 2013/14 Potential Second Extension[2]	FY 2014/15 Potential Third Extension[2]	FY 2015/16 Potential Fourth Extension[2]	Cumulative Total
Base	$ 85,482.00	$ 85,482.00	$ 85,482.00	$ 85,482.00	$ 85,482.00	$ 427,410.00
Additional Work	$ 18,800.00	$ 18,800.00	$ 18,800.00	$ 18,800.00	$ 18,800.00	$ 94,000.00
Total	$ 104,282.00	$104,282.00	$104,282.00	$ 104,282.00	$ 104,282.00	$ 521,410.00

[1]Amount for the maintenance of the landscaped parkways and medians at the standard service level and landscaped maintenance of the paseo area at the every-other month, 6 times a year, service level.

[2]Dollar amounts are based upon presently known information and may change in the future for reasons including, but not limited to adding additional service area (water quality basins) or emergency work.

Staff is requesting the CSD Board authorize the City Manager to approve the Agreement and any future extensions or amendments, as well as associated purchase orders (P.O.) for the Agreement and all future amendments/extensions available, in accordance with the terms of the Agreement and subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the CSD Board and

demonstration by the Contractor of having provided satisfactory performance of the services, and both the CSD and the Contractor mutually agreeing to extend the Agreement.

ALTERNATIVES

1. Approve the Agreement for Project No. E-2/13-14 (Hidden Springs) Maintenance of Parkway, Median and Open Space Landscaping and Irrigation with Mariposa Landscapes, Inc., in the form attached hereto to provide for the continuation of landscape maintenance services of the parkways, medians and open areas of Zone E-2 (Hidden Springs); authorize the City Manager to execute said Agreement; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $104,282.00 ($85,482.00 for base services and $18,800.00 for additional work services); and authorize the City Manager to execute subsequent extensions or amendments to the Agreement including authorizing the associated P.O.s as may be required, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will ensure uninterrupted maintenance of the parkways, medians, and open space landscaped areas in Zone E-2.*

2. Do not approve the Agreement for Project No. E-2/13-14 (Hidden Springs) Maintenance of Parkway, Median and Open Space Landscaping and Irrigation with Mariposa Landscapes, Inc., in the form attached hereto; nor authorize the City Manager to execute said Agreement; nor authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $ 104,282.00 ($85,482.00 for base services and $18,800.00 for additional work services); and do not authorize the City Manager to execute subsequent extensions or amendments to the Agreement nor authorize associated P.O.s as may be required, in accordance with the terms of the Agreement. *By selecting this alternative, there will be an interruption in the maintenance of the parkways, medians and open space areas associated with Zone E-2 (Hidden Springs). This will cause landscaping to be deficient in receiving any level of landscape maintenance services and result in additional costs to obtain another contractor to provide these services with no guarantee that a more qualified contractor can be found at a better cost.*

FISCAL IMPACT

Administration and maintenance of Zone E-2 is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills. Revenue from the parcel charges collected for Zone E-2 may only be used for landscape maintenance services associated with the parkways, medians and open spaces in Zone E-2. **The costs for these maintenance services have been budgeted for in the coming fiscal year and are below approved amounts**. **These actions will not impact the City's General Fund.**

The following table represents the base service and additional work service costs of the Agreement for FY 2013/14.

Service Area	Contractor	GL Account	2013/14 Base Agreement Amount	Additional Work Agreement Amount	2013/14 Total Agreement Amount
Zone E-2	Mariposa Landscapes, Inc.	5013-30-79-25708-620910	$ 85,482.00	$ 18,800.00	$ 104,282.00
		Total	$ 85,482.00	$ 18,800.00	$ 104,282.00

CITY COUNCIL GOALS

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AN CLEANLINESS
By accepting the proposal of Mariposa Landscapes, Inc., the CSD Board will continue to promote community image, as well as neighborhood pride and cleanliness, while ensuring that these public facilities are being properly maintained.

SUMMARY

The actions before the City Council are to approve the Agreement for Project No. E-2/13-14 (Hidden Springs) Maintenance of Parkway, Median and Open Space Landscaping and Irrigation, authorize the City Manager to execute the Agreement for Project No. E-2/13-14 with Mariposa Landscapes, Inc., authorize the issuance of purchase orders for service in the NTE amount of $104,282.00 ($85,482.00 for base services and $18,800.00 for additional work) and authorize the City Manager to execute subsequent extensions or amendments to the Agreement including authority to authorize the associated P.O.s in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1: Vicinity Map – Zone E-2

Attachment 2: Proposal Recap Sheet

Attachment 3: Copy of Agreement

Attachment 4: Copy of Addendums 1 and 2

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace E. Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00211196

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-2 • Hidden Springs

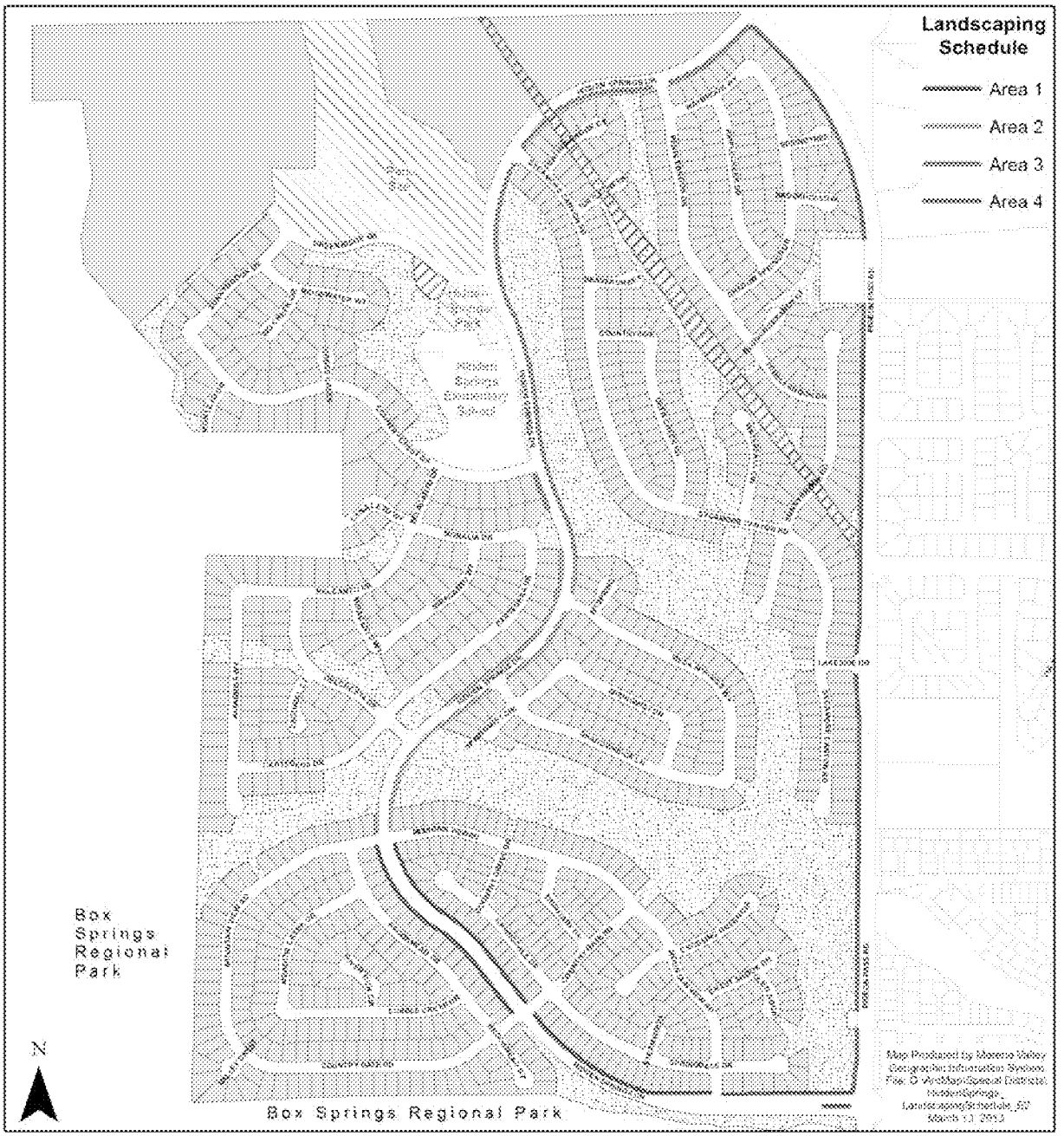

EMWD/SCE Easement

Landscaped Open Space *(Area abierta Ajardinada)*

Zone E-2 Properties *(Zona E-2 Propiedades)*

MORENO VALLEY

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MV00211198

RFP No. 12/13-10
Project No. E-2
Hidden Springs (E-2) Maintenance of Parkway, Median and Open Space Landscaping and Irrigation

Evaluation Recap Sheet

Vendor	Irrigation Markup	4 Week Parkways & Medians Service Total	Every-Other Month Paseo Service Total	Total Parkways & Paseos	Rating Panel (Total rating)	Ranking
Mariposa Landscapes, Inc.	15%	$52,525.44	$32,956.56	$85,482.00	233	1
Tropical Plaza Nursery, Inc.	15%	$62,712.00	$68,200.00	$130,912.00	229.5	2
Excel Landscape, Inc.	15%	$48,387.00	$47,648.04	$96,035.04	226	3
Merchants Landsape Services, Inc.	15%	$58,431.84	$23,823.96	$82,255.80	210.5	4
TruGreen Landcare	20%	$52,843.78	$62,339.52	$115,183.30	207	5
Marina Landscape, Inc.	15%	$17,136.00	$64,123.20	$81,259.20	184.5	6

Parkway Landscape Maintenance is at the Standard Service Level
Open Space (Paseo) is at a Modified Reduced Level (Every-Other Month)

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MV00211200

INDEPENDENT CONTRACTOR AGREEMENT

RFP NO. 12/13-10
PROJECT NO. E-2 /13-14
HIDDEN SPRINGS (E-2)
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name	Mariposa Landscapes, Inc.
Street Address	15529 Arrow Highway
Street Address	
City, State, Zip	Irwindale, CA 91706
Mailing Address	
(If same as Street Address,	Same as Above
write same or same as above)	
Business Phone (with area code)	(626) 960-0196
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	(909)429-2546
Fax Number	(626) 960-8477
Email Address	
Social Security Number	
Business License Number	16607
Federal Tax ID Number	95-4245898
Contractor's License Number & Classification	592268 , Class C-27, A C61/D49

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of work, responsibilities, requirements, provisions, and

additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contract Starting Date is July 1, 2013 and the Contract Ending Date is June 30, 2014. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will consider Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

A. Control of Work. Except for compliance with service schedules, general and technical provisions (which may also be referred to herein as specifications) and performance standards as provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with

the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Contract.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Moreno Valley Housing Authority (Housing Authority), and the Moreno Valley Community Services District (District), and the their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, Housing Authority's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, Housing Authority, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, Housing Authority, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Contract

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.
By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City's Risk Manager prior to the execution of this Contract. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, the Moreno Valley Community Services District, and, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the City of amendment or cancellation, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.

J. Termination.

1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.

2. The District may terminate this Contract without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

L. Restrictions on District / City Employees. The Contractor shall not employ any

District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor: 15529 Arrow Highway, Irwindale, CA 91706
[Mailing Address (Post Office Box, if applicable]
626-960-0196
[Telephone number]
626-960-8477
[Fax number]
jaimeg@mariposa-ca.com
[Email address]

With a copy to:
[Attorney for Contractor, if applicable]
[Street Address]
[Post Office Box, if applicable]
[City, State, Zip]
[Telephone number]
[Fax number]
[Email address]

To District (CSD): MORENO VALLEY COMMUNITY SERVICES DISTRICT
Financial & Management Services Department
Special Districts Division
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Sharon Sharp, Senior Management Analyst
Telephone number: 951.413.3480
Fax Number: 951.413.3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951.413.3036
Fax number: 951.413.3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor
By: _____	By: _____
Title: City Manager, acting in the capacity of District Manager to the Moreno Valley Community Services District	Title: (President or Vice President)
Date: _____	Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)
Date: _____

Affix Corporate Seal Below
(If applicable)

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On_____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
  - ❖ Securely attach this document to the signed docum

Item No. B.3

MV00211209

BOND NO. _____

PREMIUM $ _____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

RFP NO. 12/13-10
PROJECT NO. E-2 /13-14
HIDDEN SPRINGS (E-2)
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the Board of Directors of the Moreno Valley Community Services District, State of California, known as "CSD," has awarded to _____, as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as **PROJECT NO. E-2 /13-14**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of_____ dollars, ($_____), lawful money of the United States, to be paid to the said CSD or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. E-2 /13-14

BOND NO.

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO. _____

PREMIUM $ _____

LABOR AND MATERIALS BOND
(100% of Total Contract Amount)

RFP NO. 12/13-10
PROJECT NO. E-2 /13-14
HIDDEN SPRINGS (E-2)
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the board of Directors of the Moreno Valley Community Services District of the City of Moreno Valley, State of California, known as "CSD," has awarded to _____, as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement, whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as Project No. E-2 /13-14, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley Community Services District for the City of Moreno Valley, County of Riverside in the penal sum of_____ dollars, ($_____) (words and figures), lawful money of the United States, to be paid to said CSD or its certain attorney, successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Moreno Valley Community Services District, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the CSD and judgment is recovered, the Surety shall pay all costs incurred by the CSD in such suit, including reasonable attorney fees to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extensions of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

WITNESS our hands this _____day of _____, 20_____.

PRINCIPAL	SURETY
Name: _____	Name: _____
Address:_____	Address:_____
_____	_____
_____	_____
Telephone Number:_____	Telephone Number:_____
By: _____	By: _____
Title:_____	Title:_____
By: _____	By: _____
Title:_____	Title:_____

Approved as to form this _____ day of _____, 20___.

_____
City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor**.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).

The bond shall include the address at which the Principal (Contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

EXHIBIT A

RFP NO. 12/13-10
PROJECT NO. E-2 /13-14
HIDDEN SPRINGS (E-2)
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

1. GENERAL PROVISIONS - SCOPE OF WORK

A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council (Community Services District Board) establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 21, Project Location Map.

B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf, if applicable, groundcover, and shrub areas designated hereunder; regularly maintain and prune those portions of trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Chief Financial Officer/City Treasurer of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.

E. All work shall be performed in accordance with the General and Technical Provisions of this Contract and in accordance with an approved service schedule, as approved by the Director. Service schedules may be modified with 30 days advance written notice by the District.

2. GENERAL PROVISIONS - SCHEDULING OF WORK

A. The Contractor will adhere to the facilities, equipment and monthly and annual work schedules submitted as a part of the Contractor's RFP, and incorporated herein by this reference. These schedules, and any approved revisions thereto, will be used by the District as a basis for determining Contractor's satisfactory performance.

B. Revisions to facilities, equipment, or monthly and annual work schedules may not be implemented without the prior written approval of the Director. The Contractor is required to submit proposed revisions regarding facilities, equipment or monthly and annual work schedules in writing to the District at the address as set forth in the Independent Contractor Agreement, Section 3, paragraph N. at least ten (10) working days prior to commencing work per the proposed revisions.

C. Failure to submit proposed revisions concerning facilities, equipment, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations. Specialty type maintenance operations includes, but is not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

F. When inclement weather renders performance per the approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor is required to adjust his work force in order to accomplish those work items not affected by weather, and will contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-performance penalties per Exhibit C, Section 4.

G. For the purposes of this Contract, "Working Days" are Mondays through Thursdays, excluding holidays as provided herein. The hours of on-site maintenance service will be from 7:00 a.m. to 4:30 p.m., not including mobilization to or from work site, on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

3. GENERAL PROVISIONS - FUNCTIONS AND RESPONSIBILITIES

A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Exhibit G, Monthly Landscape Services Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears.

C. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

D. The Director may require the Contractor to attend meetings with the District field staff at some fixed interval to review the Contractor's operations, and schedule future work as may be ordered by the Director. Failure to attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.

E. The Contractor shall maintain an office at some fixed place, and be listed in the telephone directory in Contractor's own name or in the Contractor's company name. Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph ~~E~~ F. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

F. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by telephone, written email, written mailed correspondence or facsimile transmission. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at **<u>any</u>** time:

1. City Manager
2. Chief Fin. Officer/City Treasurer
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Street Maintenance Supervisor
7. Senior Landscape Services Inspector
8. Landscape Services Inspector
9. Landscape Irrigation Technician

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. GENERAL PROVISIONS - CONTRACTOR'S STAFF

A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.

C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.

D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements.

   Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. GENERAL PROVISIONS - EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

6. GENERAL PROVISIONS - COMPLAINTS

A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.

B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B.

C. In addition to the provisions of Section 6., paragraph A. in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. GENERAL PROVISIONS - SAFETY

A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

   Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2009 (or most current revised version) California Supplement".

   Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

   The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Exhibit A, Section 3, paragraph J of the Contract Agreement.

8. USE OF CHEMICALS

A. Before the beginning of the Contract period, the Contractor is required to submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS) of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.

B. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Financial & Management Services Department of the City of Moreno Valley.

D. Contractor shall report all fertilizers and pesticides used in the performance of the work as an element of Contractor's Monthly Report, as set forth in Exhibit A, Section 3, paragraph B. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City of Moreno Valley (City) and/or the City of Moreno Valley Community Services District (District). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the City and District that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments;

employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Financial & Management Services Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.

B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars ($25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Driver, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL PROVISIONS

A. TURF CARE (IF APPLICABLE)

1. All turf areas shall be mowed, edged, and trimmed per the Frequency of Service Table, as set forth in Exhibit E. Should weather and/or site conditions preclude the normally scheduled frequency of this service during any month, or portion thereof, the maintenance schedule shall be modified at the discretion and approval of the Director.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Provisions - Fertilization, Section 18.

13. Pest control: See Technical Provisions - Pesticide Use, Section 19.

14. Aeration:

    (a) All turf areas shall be aerated per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise directed by the Director;

(b) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

(c) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

(d) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

(e) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions – Fertilization, Section 18.

15. Renovation/thatching and additional areation operations are to be considered Additional Work, per Exhibit C., Section 2.

16. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Trees shall be pruned at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Portions of trees up to eighteen feet (18') in height shall:

   (a) Be pruned to enable successful adaptation to their particular site situation;

   (b) Have no more than one-third (1/3) of living branches removed annually;

   (c) Be fertilized only as directed by District field staff.

6. Portions of trees over eighteen feet (18') in height shall:

   (a) Be inspected annually;

   (b) Pruned and/or trimmed as necessary to maintain proper site orientation;

   (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

   (d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall <u>not</u> be allowed:

   (a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

   (c) Use of pruning paint/pruning compound/wound dressing;

   (d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Provisions – Pesticide Use, Section 19.

13. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Shrubs shall be pruned and/or trimmed per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise directed by the Director, in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned in a manner that will:

   (a) Enable successful adaptation to their particular site situation;

   (b) Follow the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

6. Pruning tools must:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices are not allowed:

   (a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") will be done only when authorized by the Director on a site-specific basis.

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

   (c) Use of pruning paint/pruning compound/wound dressing.

8. Fertilization: See Technical Provisions - Fertilization, Section 18.

9. Pest control: See Technical Provisions –Pesticide Use, Section 19.

10. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Technical Provisions, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed per the Frequency of Service Table, as set forth in Exhibit E , unless otherwise directed by the Director in order to:

   (a) Remove dead, diseased, or damaged branches/crowns;

   (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

   (c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

   (a) To enable successful adaptation to their particular site situation;

   (b) In accordance with accepted practices for the particular species in question;

5. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Provisions - Fertilization, Section 18.

8. Pest control: See Technical Provisions –Pesticide Use, Section 19.

9. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

E. WEED CONTROL

1. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

2. Weed control shall be addressed per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise directed by the Director.

3. Chemical weed control: See Technical Provisions – Pesticide Use, Section 19.

4. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.

5. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

6. Failure to adhere to the specifications of this section of the Technical Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. Said maintenance shall include, but not be limited to: visual and operational inspections; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

3. For the purposes of this section, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

   (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage;

   (b) Be turned off during periods of rainfall, or as directed by District field staff;

   (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

   (a) Be operated only when Contractor's personnel are present on site;

   (b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;

(c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. Debris/litter control shall be provided per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise stated herein this Section and/or as directed by the Director.

2. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

3. Contractor shall remove from both planted areas and adjacent hardscapes/walkways the following items, which include but are not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by the Contractor before the close of business the working day following notification of this condition.

4. All hardscape areas that include, but are not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

5. The Contractor shall dispose of all debris and litter, as described in paragraphs 1 and 2 above, off-site, and in a legal manner.

6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices such as, televisions, computers and computer monitors; firearms, ammunition or other appliances. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

7. Failure to adhere to the specifications of this section of the Technical Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in the performance of contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in the course of the performing the contract's Scope of Work services at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report, (see Exhibit I), per The Frequency of Service Table as an element of Contractor's Monthly Reporting requirements, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

18. TECHNICAL PROVISIONS - FERTILIZER

A. TURF FERTILIZATION (IF APPLICABLE)

1. Per the Technical Provisions, Exhibit A, Section 17, No. 14, e. f., a humus base fertilizer shall be applied to turf areas in accordance with Table I, below. At the discretion and request of the Director additional applications at the pricing terms as listed in the additional work section of Scheduled II may be provided. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs
OCT	1	22-5-5*	1.25	5.7 lbs

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See the following section on fertilizers.

**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See the following sections, below, regarding fertilizers.

2. Humus base fertilizers to be applied by drop spreader only.

3. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Exhibit A, Section 8. – Use of Chemicals. Any changes to said list shall be reported per Exhibit A, Section 8. – Use of Chemicals.

6. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. The Specifications contained in this Section 18,B. do not apply to the Open Space Areas (Paseos).

2. All shrubs and ground covers shall be fertilized per the Frequency of Service Table, as set forth in Exhibit E. Table II, below provides the standard fertilization guidelines, however the frequency of the application shall comply with the application frequency rates as identified in the Frequency of Service Table, as set forth in Exhibit E. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

3. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

4. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Exhibit A, Section 8. – Use of Chemicals. Any changes to said list shall be reported per Exhibit A, Section 8. – Use of Chemicals.

5. Written notification is required to Director five (5) working days prior to fertilizer application.

6. For fertilizer application reporting specifications, see Exhibit A, Section 3 – Functions and Responsibilities and Exhibit A, Section 8. – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per, Exhibit A Section 8. – Use of Chemicals. Any changes to said list shall be reported per Exhibit A, Section 8. – Use of Chemicals.

4. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Exhibit A, Section 3 – Functions and Responsibilities and Exhibit A, Section 8. – Use of Chemicals.

19. TECHNICAL PROVISIONS – PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.

3. All pesticide applications shall be applied as directed by the Director.

4. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

5. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Exhibit A, Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Exhibit A, Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a

copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. For pesticide application reporting specifications, see Exhibit A, Section 3 – Functions and Responsibilities and Exhibit A, Section 8. – Use of Chemicals.

3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice a year, as determined by the Director.

   (b) Appropriate chemical control must be used on the following weeds.

   Bermuda Grass
   Kikuyu Grass
   Nutsedge
   Field Bindweed
   Spurge

   The aforementioned list is inclusive; other species may be added by the Director as necessary

   (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

   (a) Snails shall be controlled on a regular basis on the following plant species:

   Agapanthus africanus
   Aptenia sp.
   Gazania sp.
   Hemerocallis sp.

   (b) Snails shall be controlled on an as needed basis on all other plant material.

   (c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

   (a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

   (b) The Director may require all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

   (c) The Director may require all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

   (d) The Director may require all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

   (e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA (IF APPLICABLE)

1. Weed Control

(a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Insect and Disease Control

(a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

20. OPEN SPACE AREA (PASEO) PROVISIONS – E-2 HIDDEN SPRINGS

E. GENERAL GUIDELINES

1. The following provisions are intended to address routine maintenance of the open area (paseos) located within and throughout the residential community of Hidden Springs (E-2). Should a conflict between these Special Provisions as outlined herein and the preceding Specification Sections of this document, these Special Provisions shall prevail regarding maintenance of the open area (paseos) located within and throughout Hidden Springs (E-2). These Special Provisions DO NOT APPLY to the landscaped parkway and median areas of Hidden Springs (E-2).

   (a) All open space areas shall be maintained in a condition free of unwanted plant species, as determined by the Director.

   (b) Non-woody plants, such as grasses and annual forbs shall be trimmed to a height of twenty-four (24) inches or lower at a frequency of no less than one (1) time per year, as determined by the Director.

   (c) Woody slope plantings shall be maintained in a manner that minimizes the accumulation of dead wood. This shall be accomplished by means of periodic trimming, pruning, and/or roguing, as determined by the Director.

   (d) A band of bare soil, twenty-four (24) inches in width shall be maintained per the Frequency of Service Table wherever Open Space (Paseo) areas abut residential parcels.

   (e) Newly planted and/or established tree and woody shrub plantings shall receive irrigation adequate to maintain soil moisture and plant vigor; in no case shall the interval between irrigations be greater than once per week. This work may require the use of a water tanker. Contractor shall be liable for replacement of any new or establishing plan materials lost due to Contractor's negligence, as determined by Director.

(f) Watering basins for newly planted and/or establishing tree and woody shrub plantings shall be continuously maintained and kept free of unwanted plant species until properly established, as determined by the Director.

(g) All areas damaged by erosion shall be immediately repaired to the originally intended condition and soil. Contractor shall be liable for the cost of repairing all erosion damage caused by Contractor's negligence.

(h) All areas damaged by rodent burrowings shall be immediately repaired to the originally intended condition and soil.

(i) All catch basins, drain lines, brow ditches, and lower slope swale areas shall at all times be kept clean and clear for proper drainage.

(j) Minimum flow channels shall be maintained in a manner that assures unimpeded flow of nuisance water per limits of design intent. This work may require periodic thinning/rouging of existing riparian plans, as determined by Director.

21. PROJECT LOCATION MAPS

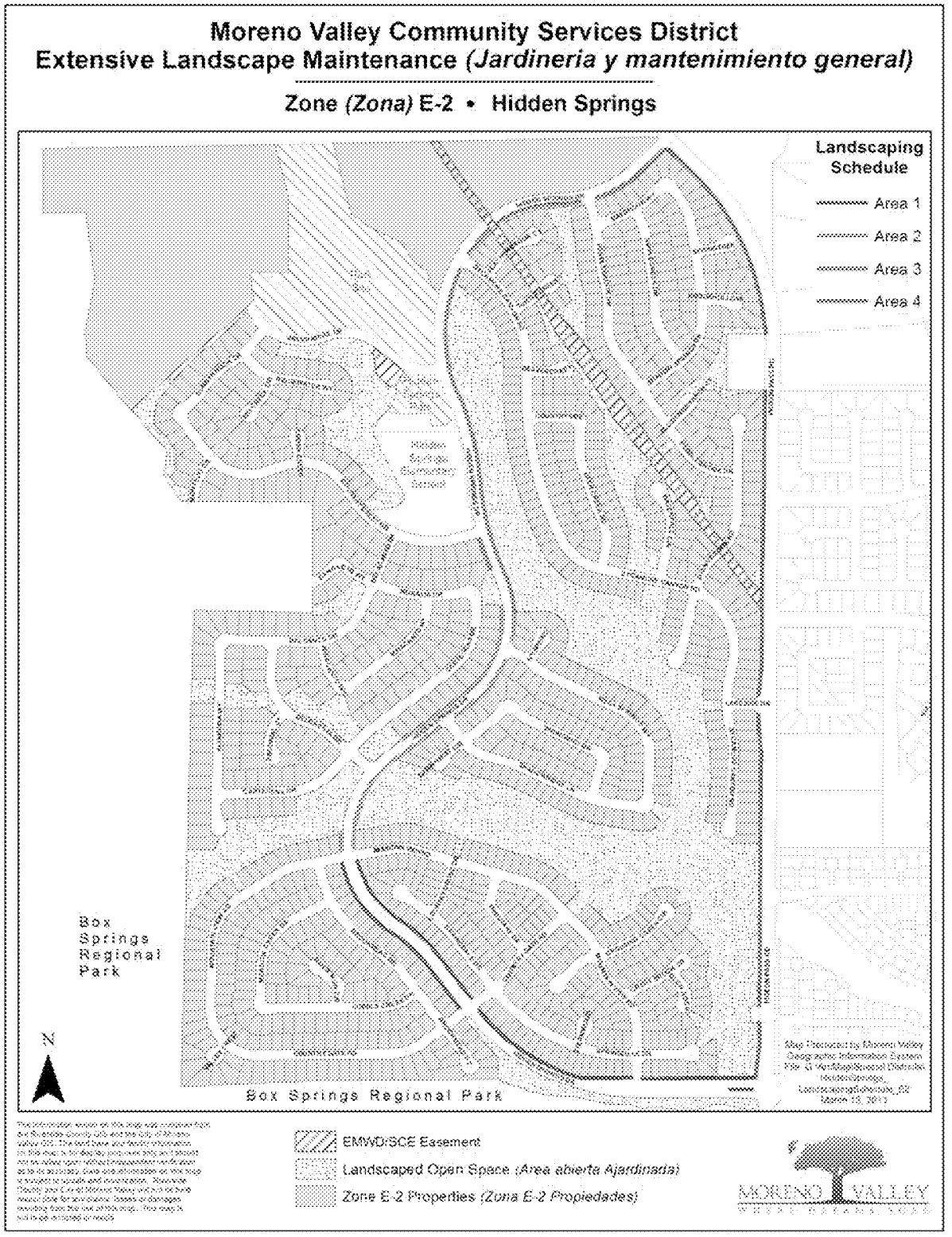

EXHIBIT B: District Responsibilities

RFP NO. 12/13-10
PROJECT NO. E-2 /13-14
HIDDEN SPRINGS (E-2)
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

1. CONTRACT SUPERVISION

A. The Contract shall be administered on behalf of the Chief Financial Officer/City Treasurer of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.

B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C: Payment Terms

RFP NO. 12/13-10
PROJECT NO. E-2 /13-14
HIDDEN SPRINGS (E-2)
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

1. CONTRACTOR'S COMPENSATION

A. The Contractor will be paid monthly per site based upon successful performance of the maintenance services provided in accordance with an approved service schedule for each area/site and in compliance with the terms and provisions of this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports of the following: 1) Maintenance performed, 2) Greenwaste, 3) Complaints received, 3) Hazards noted, and 4) Chemicals used in the prior month, along with 5) A detailed invoice for services in accordance with the Contract price for the work performed, which shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved.

The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to 951.413.3073.

Copies of invoices and reports will be submitted to the Special Districts Division of the Financial and Management Services ~~Public Works~~ Department at specialdistricts@moval.org. Calls may also be directed to the Special Districts Division at 951.413.3480.

B. The Contractor will obtain and keep current during the term of this Contract, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at http://www.moval.org/do_biz/biz-license.shtml.

C. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of seven thousand one hundred and twenty-three and 50/100 ($7,123.50) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed eighty-five thousand four hundred eighty-two and 00/100 dollars and 00/100 ($85,482.00), except as provided for in Section 2 below.

D. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be

completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall_forms.shtml#bf.

E. The minimum information required on all invoices includes:

1. Vendor Name, Mailing Address and Phone Number

2. Invoice Date

3. Vendor Invoice Number

4. City – provided Reference Number (Project No. and Title)

5. Detailed work hours by class title (e.g. Manager, Technician or Specialist), services performed, and rates, explicit portion of a contract amount or detailed billing information is sufficient to justify the invoice amount: single or lump sum amounts without detail are not acceptable.

F. The City shall pay the Contractor for all invoiced and authorized maintenance services within thirty (30) days of receipt of invoice for the same.

G. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2, paragraph C. herein this Exhibit, in addition to the work set forth in Exhibit A, General Provisions - Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Schedule II, Section B & C or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2, paragraph B. below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage

to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the

District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in Exhibit E, Schedule II , shall be prorated from the day the Contractor commences work on the additional areas.

D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Schedule II, Section D. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).

E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of eighteen thousand eight hundred and 00/100 dollars ($18,800.00) for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

A. Work required in the General or Technical Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or

reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, telephone, facsimile transmission or in writing.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the District to allow for explanations.

EXHIBIT D: Term of Contract

RFP NO. 12/13-10
PROJECT NO. E-2 /13-14
HIDDEN SPRINGS (E-2)
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

1. TERM OF CONTRACT

A. Following approval by both parties, the Contract will commence on July 1, 2013, and shall terminate June 30, 2014 (12) months thereafter.

B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.

C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.

E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

RFP NO. 12/13-10
PROJECT NO. E-2 /13-14
HIDDEN SPRINGS (E-2)
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

I: SCHEDULE I – VENDOR INFORMATION

A. COMPANY NAME: Mariposa Landscapes, Inc.

TYPE
- Sole proprietor _____
- Partnership _____
- Corporation X

B. COMPANY ADDRESS (STREET) 15529 Arrow Highway

(CITY, STATE, ZIP) Irwindale, CA 91706

C. COMPANY ADDRESS (MAILING) 15529 Arrow Highway

(CITY, STATE, ZIP) Irwindale, CA 91706

D. BUSINESS PHONE NUMBER(with area code) 626-960-0196

E. SATELLITE OFFICE ADDRESS (if applicable):
11093 Almond Ave, Fontana, CA 92337

F. SATELLITE OFFICE PHONE NUMBER 909-429-2546

G. CONTRACTOR'S LICENSING INFORMATION:

1. LICENSE NUMBER/CLASSIFICATION/NAME STYLE:
Lic. No. 592268, Class C-27, A, C61/D49
2. NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 23 years
3. LICENSE EXPIRATION DATE: 4/30/14
4. CURRENT LICENSE STATUS: Active
5. PRIOR ACTIONS AGAINST THIS LICENSE? Yes / (No)
6. IF YES, LIST CITATION TYPE AND HOW RESOLVED:
N/A

H. .COMPANY'S FEDERAL IDENTIFICATION NO.: 95-4245898

I. NAME AND TITLE(s) OF COMPANY OFFICERS:

Terry Noriega, President
Antonio Valenzuela, Secretary

J. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES: 32 years

K. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 32 years

L. CURRENT LANDSCAPE MAINTENANCE OPERATIONS

THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED IN ANSWER TO THIS QUESTION (QUESTION L.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

TOTAL NUMBER OF LANDSCAPE MAINTENANCE CONTRACTS: 70

PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 65%

TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: $15,000,000.00

1. NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS: 11	AVERAGE WAGE SCALE: $65.00 /Hr.*
TECHNICIANS: 55	AVERAGE WAGE SCALE: $45.00 /Hr.*
FOREMEN: 77	AVERAGE WAGE SCALE: $35.00 /Hr.*
LABORERS: 157	AVERAGE WAGE SCALE: $30.00 /Hr.*

*Use the fully burdened rate (i.e., taxes, insurance, benefits, OH &P) - This is a prevailing wage project.

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

A. MOTOR VEHICLES

- TYPE: Dump Truck NUMBER: 4
- TYPE: Pick Up Truck NUMBER: 53
- TYPE: Stake NUMBER: 53
- TYPE: Sweeper NUMBER: 1

B POWER EQUIPMENT

- TYPE: Mowers NUMBER: 78
- TYPE: Weed Eaters NUMBER: 118
- TYPE: Blowers NUMBER: 101
- TYPE: Edgers NUMBER: 47

II: REFERENCES

Attach Responses to this question on additional sheets – One sheet per reference

A. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.

B. REFERENCE RESPONSES MUST INCLUDE:

1. NAME AND ADDRESS OF AGENCY;
2. NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
3. CONTRACT NAME(S) / NUMBER(S);
4. ANNUAL CONTRACT AMOUNT(S);
5. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
6. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
6. LENGTH OF CONTRACT(S).

C. **THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:**

1. How many (number) of contracts and years under contract?
2. What are/were the Scope of the contract(s), acreage amounts, location(s)?
3. What are/were the Contract amount(s)?
4. Do/did they have adequate (quantity/quality) staffing?
5. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
6. Does staff have the ability to comprehend/speak English?
7. How are/were the appearance, uniforms, and use of safety equipment?
8. Do/did they have availability of additional personnel for extra work/special projects?
9. Is/was the equipment used in good working order?
10. Do/did they have an effective in-company communications system?
11. How is/was the knowledge of project/contract standards?
12. Do/did they have the ability to respond to complaints/requests in a timely fashion?

II: REFERENCES

Name:	Exposition Park
Address:	700 State Drive Los Angeles, CA 90037
Contact:	Seana Campos, Manager
Phone:	213-744-7454
Contract Amount:	$547,246.00 year
Acreage:	40 Acres
Locations:	Provides grounds and landscape service for Exposition Park
Length of Contract:	2008-Current

15529 ARROW HIGHWAY, IRWINDALE, CA 91706
CA. LANDSCAPE CONTRACTORS LICENSE NO. 592268
TEL. 626 • 960 • 0196 FAX 626 • 960 • 8477

Name:	Rancho Cucamonga
Address:	9153 9th Street Rancho Cucamonga, CA 91730
Contact:	Steve Relph, Supervisor
Phone:	909-477-2730 x4116
Fax:	909-477-2732
Contract Amount:	$1,164,213.00 year
Acreage:	124 Acres
Locations:	Various Locations – all medians in the city
Length of Contract:	1989-Current

Name:	City of Placentia
Address:	401 E. Chapman Ave. Placentia, CA 92870
Contact:	Joe Najera, Supervisor
Phone:	714-238-2422
Contract Amount:	$769,975.00 year
Acreage:	100 Acres
Locations:	Various locations throughout the city
Length of Contract:	1993-Current

13. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
14. How accurate & timely is/was billing/invoicing?
15. Have Contract(s) been successfully completed to term?
16. Would you accept future proposals/bids from this company?

III: PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

A. **Facilities** – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

Mariposa Landscapes, Inc.
11093 Almond Ave
Fontana, CA 92337

Mariposa Landscapes, Inc.
15529 Arrow Highway
Irwindale, CA 91706

B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full and comprehensive response.

1. Equipment:

Weedeater (S)
Backpack blowers (S)
Various hand tools (S)

2. Motor Vehicles:

3/4 ton full size pick up (S)
3/4 ton full size ext. cab pickup (S)
3/4 ton full size irrigation truck (S)
utility trailer (S)

3. Turf Maintenance Power Equipment/Tools:

N/A

4. **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**
(List both powered and hand equipment/tools)

Hedgetrimmer
Stick hedgetrimmer
Pole Saw
Hand Pruner
lopers
Rakes
Brulaps

5. **Irrigation System Maintenance Equipment:**
(List both powered and hand equipment/tools)

Shovels (various)
picks
pipe cutter
pipe wrenches (various)
screw drivers (various)
volt meter
wire tracer
hand held remote
pliers

6. **Fertilizer Application Equipment:**
(List both powered and hand equipment/tools)

walk behind broadcast spreader
hand held broadcast spreader

7. **Pesticide Application Equipment:**
(List both powered and hand equipment/tools)

backpack spayer
100 gallon spray tank (if necessary)

C. **Staff**: - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**
(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

Luis Valenzuela-Maintenance Division Manager, CLT, QAC, Arborist (aslo refer to attached resume
Jaime Garcia-Maintenance Supervisor-QAC (also refer to attached resume)
Forman-to be assigned upon award of contract
Irrigator-to be assigned upon award of contract
Laborer 1-to be assigned upon award of contract
Laborer 2-to be assigned upon award of contract (subject to change or modify)

2. **Tree Trimming/Maintenance:**
(List any ISA or equivalent certified personnel)

Tasks to be performed by Assigned Routine Crew

3. **Irrigation System Maintenance:**
(List technical personnel – include any relevant education, certification, licensing information for each person listed)

Irrigator to be assigned upon award of contract

4. **Pesticide Application:**
(List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.)

Tasks to be performed by Assigned Routine Crew.

IV: PROPOSED PROJECT WORK SCHEDULES

Pages 73-76 contain blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed scheduled for performing the services as describe in Exhibit A. For those services listed under the Technical Provisions found in Exhibit A, Sections 17, A., C., D., E., and G.; 18 A. and B.; and 19 C. 1 (a), refer to the FREQUENCY OF SERVICE TABLE located in Exhibit E, Section V., A Parkways and Medians for **Service Schedule Level 1**, and B Open Spaces (Paseos) **for Service Level 4** on page 77. Use additional sheets as necessary to provide a full and comprehensive response on each of the schedule sheets.

If selected, the awarded Contractor will provide the CSD, within 30 days after contract execution, a mapped work schedule for E-2. Sample mapped work schedules have been provided for reference.

A. MONTHLY SCHEDULE SHEET

1. List all tasks specified to be performed on a weekly or monthly basis for the E-2 area in the box corresponding to the day of the week/month the work is proposed to be performed.

2. Be sure to include administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

B. ANNUAL SCHEDULE SHEET

1. List all tasks specified to be performed for the E-2 area~~s~~ at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which the work is proposed to be performed.

2. Be sure to include any administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

E-2 MONTHLY SCHEDULE SHEET

PARKWAYS – SERVICE SCHEDULE LEVEL 1

OPEN SPACE (PASAEOS) – SERVICE SCHEDULE LEVEL 4

PROPOSED PROJECT WORK SCHEDULES

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 -Debris/litter (partial) -Shrub & GC care (partial) -Weed control (partial) -Irrigation inspect/ adjust -Reports	-Debris/litter (partial) -Shrub & GC care (partial) -Weed control (partial) -Irrigation inspect/ adjust -Reports	NO WORK	NO WORK	NO WORK
WEEK #2 Same as above	Same as above	Same as above	Same as above	Same as above
WEEK #3 Same as above	Same as above	Same as above	Same as above	Same as above
WEEK #4 Same as above	Same as above	Same as above	Same as above	Same as above

E-2 ANNUAL SCHEDULE SHEET

PARKWAYS – SERVICE SCHEDULE LEVEL 1
OPEN SPACE (PASAEOS) – SERVICE SCHEDULE LEVEL 4
PROPOSED PROJECT WORK SCHEDULES

JANUARY Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	**FEBRUARY** Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	**MARCH** Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Pre-emergent Reports
APRIL Routine Maint. Tree,Shrub & GC Care (as necessary) Fertilize shrubs & GC w/ 23-5-10 Reports	**MAY** Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	**JUNE** Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Reports
JULY Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	**AUGUST** Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	**SEPTEMBER** Routine Maint. Tree,Shrub & GC Care (as necessary) Fertilize shrubs & GC w/ 23-5-10 Pre-emergent Reports
OCTOBER Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	**NOVEMBER** Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	**DECEMBER** Routine Maint. Tree,Shrub & GC Care (as necessary) Weed Control (as necessary) Reports

V: FREQUENCY OF SERVICE TABLES

A. PARKWAYS AND MEDIANS

Service Type	Service Schedule Level 1 (4 Week)	Service Schedule Level 2 (8 Week)	Service Schedule Level 3 (12 Week)
17.A. Turf Care[1]			
Mow/edge/trim	Weekly	Every other week	Every other week
Aeration	Bi-annually (Spring & Fall)	Bi-annually (Spring & Fall)	Annually (Spring)
17.C. Shrub Care			
Prune/trim	Monthly	6x's per year	4x's per year
17.D. Ground Cover			
Prune/trim	Monthly	6x's per year	4x's per year
17.F. 2. Irrigation	Weekly	Weekly	Weekly
17.E. Weed Control			
Weed control	Monthly	6x's per year	4x's per year
17.G. Debris/Litter			
Debris/Litter removal	Weekly	Every other week	Monthly
18.A. Turf Fertilization[1]	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)
18.B. Shrub/Ground Cover Fertilization	2x's per year (April & Sept.)	2x's per year (April & Sept.)	1x per year (April)
19. C. 1. (a) Pre-Emergent Ground covers, shrubs & trees - Pesticide usage criteria[2]	2x's per year (Spring & Fall)	2x's per year (Spring & Fall)	2x's per year (Spring & Fall)
Exhibits G & I Reports	Monthly	Monthly	Monthly
Exhibit H Report	Weekly	Weekly	Weekly

[1]As of the preparation of this Contract, no Turf areas are located within the E-2 Hidden Springs community. This Specification is consistent with CSD landscaped service areas having Turf. Should E-2 add and/or remediate parkway or median locations to include Turf this Specification shall apply.

[2] Specification of month to be approved by Director in advance of application.

B. OPEN SPACE (PASEOS)

Service Schedule Levels	Service Type
Level 1 - (Monthly)	Monthly Maintenance includes: ▪ Weekly irrigation monitoring. ▪ Monthly - Shrub trimming and clearing from trails and fences. ▪ Monthly - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One annual weed abatement.
Level 2 - (Every Other Month)	Every Other Month Mainteance includes: ▪ Monthly irrigation monitoring. ▪ Every Other Month - Shrub trimming and clearance from trails and fences. ▪ Every Other Month - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One Annual weed abatement.
Level 3 - (Quarterly)	Quarterly Maintenance includes: ▪ Monthly irrigation monitoring. ▪ Quarterly - Shrub trimming and clearing from trails and fences. ▪ Quarterly - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One Annual weed abatement.
Level 4 - (Annually)	Annual Maintenance includes: ▪ Monthly irrigation monitoring. ▪ Annual - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One Annual weed abatement.

FREQUENCY OF SERVICE TABLES (continued)

(Sign here) _____

By signing, I hereby acknowledge review of the aforementioned Frequency of Services and have incorporated reference of the frequencies in the Bid Schedule, including the Optional Bid Schedule, and the proposed monthly and annual schedule sheets for the services to be provided consistent with the terms of this Contract.

SAMPLE SERVICE SCHEDULES

A. E-2 - 4 WEEK ROTATION (Service Schedule Level 1)

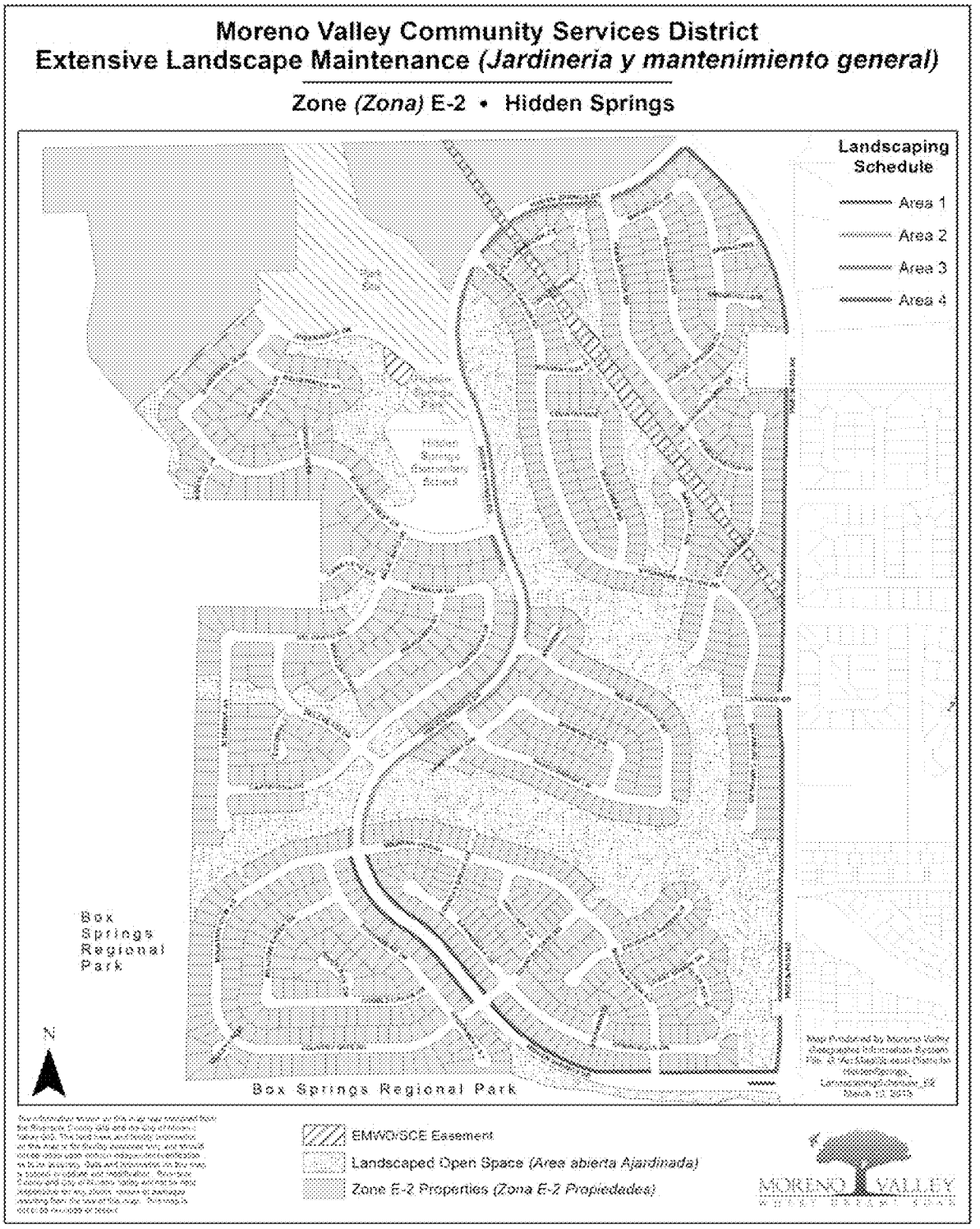

B. E-2 - 8 WEEK ROTATION (Service Schedule Level 2)

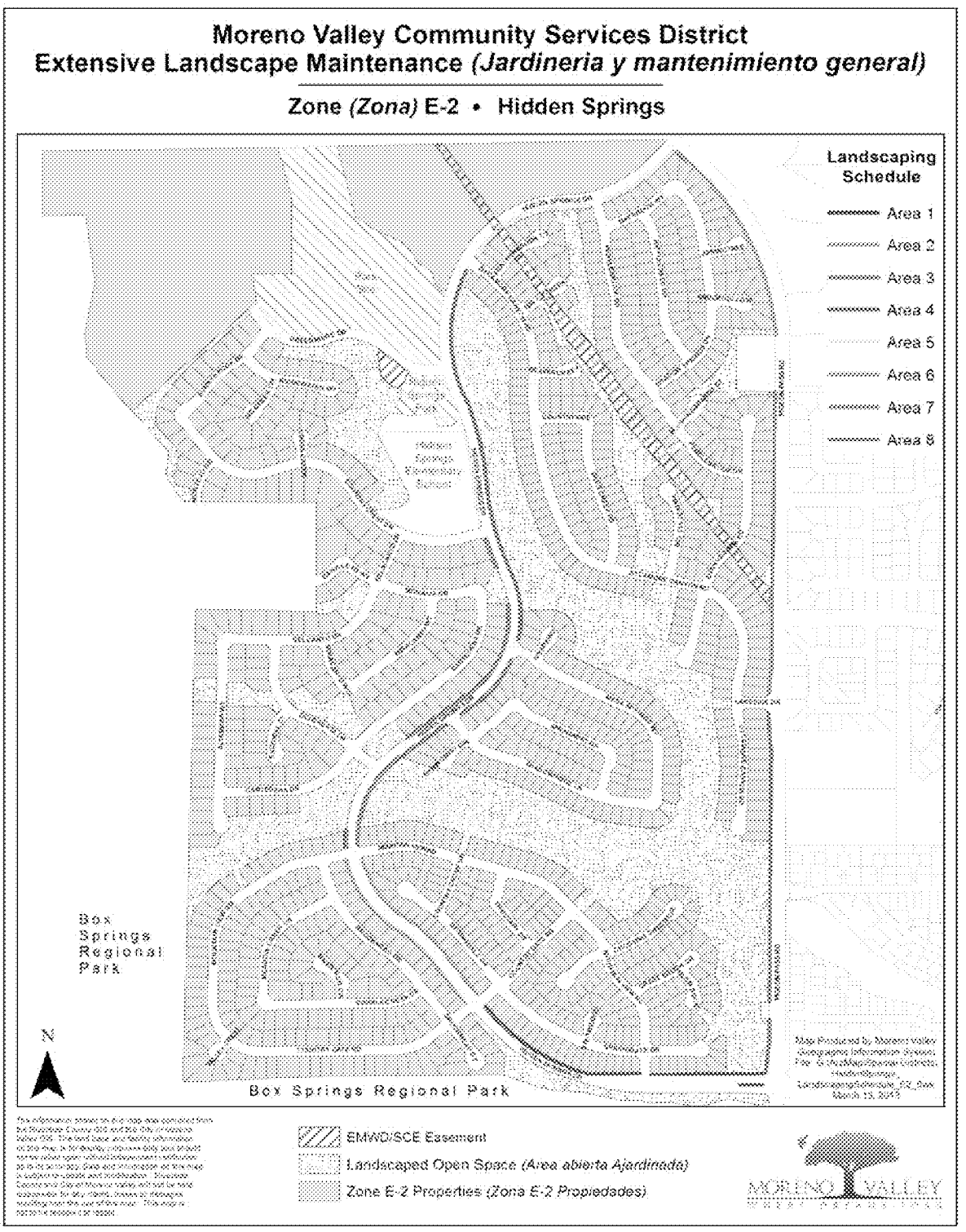

C. E-2 - 12 WEEK ROTATION (Service Schedule Level 3)

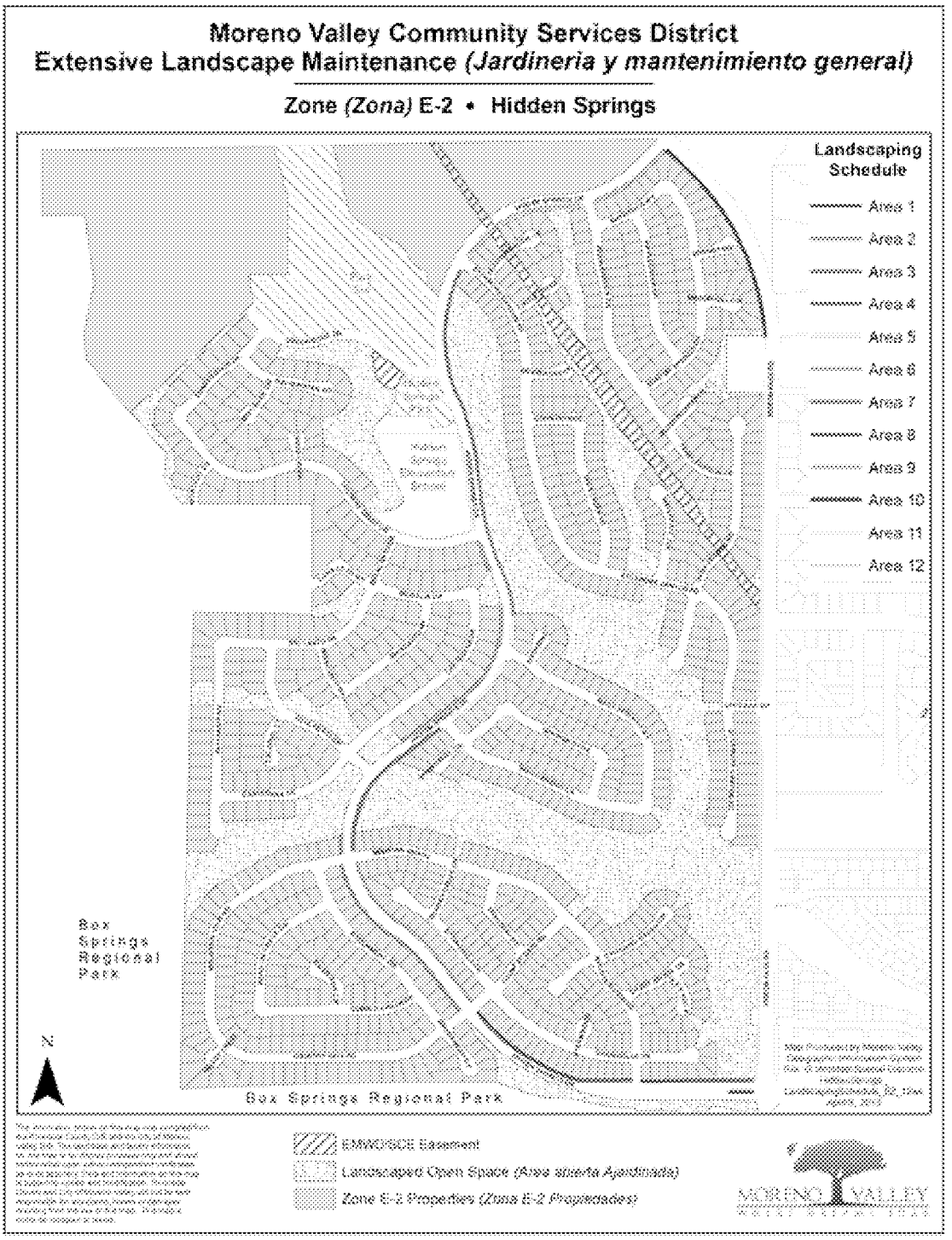

VII. PROPOSED ANNUAL MATERIAL SCHEDULE

A. Fertilizers:

List the fertilizers to be furnished to execute work tasks specified in Exhibit A. Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
23-5-10	2,000 lbs	$2,048.00
Misc	1 lump sum	$150.00

B. Pesticides:

List pesticides to be furnished to execute work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Glyphosate	7 gallons	$274.00
Pre-emergent	4 gallons	$308.00
Fumitoxin	6 flasks	$336.00
Misc chemicals	1 lump sum	$150.00

VIII. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

A. Communications:

The General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Scope of Services specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

All communications will be routed through our main office and dispatch center in Irwindale. A 24-hour "800" number will be provided to the City of Moreno Valley and will use all of the current communication methods such as two way radios, and cellular phones.
The Supervisor responsible for the crew and foreman performing the work is in daily communication with the foreman personally or by cellular phone, or radio communications to insure that the schedule of work operations is followed in strict accordance to the guidelines of the contact. Furthermore, the Supervisor routinely inspects the job site by walking it with his foreman or crew, identifying areas of concern and keeping the Branch Manager in charge of landscape maintenance operations informed as to the condition of the sites in question. All work not in compliance in the opinion of the Supervisor will be addressed immediately through specific instructions to the foreman and crew to perform the corrective work. Our office is open for communications from 5:30am to 4:30pm, Monday-Friday and we are available 24 hours a day through the answering service to address emergency call outs. We have a full support staff of mechanics that can respond to emergencies immediately and a depth of replacement equipment that will allow us to stay consistent with our schedules.

B. Traffic Safety:

The General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

We pride ourselves in safety. Our company's goal is to have no work-related injuries. Mariposa strongly believes that a clean, safe and healthy environment should be provided for all employees. Every reasonable precaution is taken to provide all employees with a safe place to work including on job locations.
Mariposa periodically conduct training for various safety topics and issues, from defensive driving to driving in wet/icy weather.
Our company follow the WATCH manual when it comes to conducting traffic control on projects in traffic areas. Mariposa also conducts periodic training on the WATCH manual.
Mariposa owns and utilize arrow boards, delineators, cones, signs and any other necessary traffic control equipment (as necessary).

C. Greenwaste Recycling:

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

Mariposa Landscapes, Inc. uses effort to initiate "green" environment and energy conservation. Our company has a recycling program for green waste and paper products. We implement this program at our local offices and at all the job sites.

Mariposa will provide the City of Moreno Valley any documentation necessary to meet the mandate such as receipts and any other documentation.
For this project site, one potential location to take the greenwaste is:

Robert A. Nelson Transfer Station
1830 Agua Mansa Road
Riverside, CA 92509
(951) 786-0655

IX. LIST OF SUBCONTRACTORS

A. SUBCONTRACTORS:

In compliance with the provisions of Government Code, Section 4102, the undersigned Proposer sets forth the name and location (address) of the place of business of each subcontractor who will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
None		

X. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE _____

PRINTED NAME Terry Noriega

TITLE President

COMPANY NAME Mariposa Landscapes, Inc.

DATE May 8, 2013

XI. PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the Moreno Valley Community Services District and Mariposa Landscapes, Inc., and further, the aforesaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind Mariposa Landscapes, Inc. to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT (PRINTED), SIGNED AND DATED

SIGNATURE _____

NAME Terry Noriega

TITLE President

COMPANY NAME Mariposa Landscapes, Inc.

DATE May 8, 2013

I. SCHEDULE II

BID SCHEDULE

PROPOSER: ~~Mariposa Landscapes, Inc.~~
(Company Name)

A. SERVICE SCHEDULES:

1. E-2 (Hidden Springs) ~~& E-16 (Shadow Mountain)~~ Parkways & Medians - Current Service – Level 1

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 LANDSCAPED PARKWAYS & MEDIANS	Planter:265,280 sq. ft.	0.0165 $	4,377.12 $	52,525.44 $
~~E-16 LANDSCAPED PARKWAYS & MEDIANS~~	~~Planter:118,002 sq. ft.~~	$	$	$
PARKWAYS & MEDIANS TOTAL		0.0165 $	4,377.12 $	52,525.44 $

2. E-2 (Hidden Springs) Open Space (Paseos) - Current Service –Service – Level ~~2~~ 1

~~SITE~~	~~ESTIMATED AREA (sq. footage)~~	~~COST PER SQ. FT. PER OCCURRENCE~~	~~COST PER MONTH~~	~~COST PER TWELVE MONTHS~~
~~E-2 OPEN SPACE (PASEOS)~~	~~Planter:3,308,892 sq. ft.~~	0.00083 $	2,746.38 $	32,956.56 $
~~OPEN SPACE (PASEOS)TOTAL~~		$	$	$

~~E-2 & E-16 Landscaped Parkways & Medians and E-2 Open Space (Paseos) TOTAL AMOUNT OF SERVICE~~	0.00083 $	2,746.38 $	32,956.56 $

The Total Amount of the Service shall be the combined total cost for twelve (12) months of service based upon the totals in A. 1. E-2 (Hidden Springs) ~~and E-16~~ Parkways and Medians – Service Schedule Level 1 and A. 2 E-2 (Hidden Springs) Open Space (Paseos) – Service Schedule Level ~~1~~ 2 as listed on the preceding page:

Figures: $85,482 7h and 00 /100's Dollars

Words: Eighty Five Thousand Four Hundred Eighty two Dollars and 00 /100's Dollars

All work shall be performed in accordance with the terms and conditions of this Independent Contractor Agreement, which includes all General and Technical Provisions as outlined herein for the Full or Reduced Services. Any modification to the number of occurrences for any service shall be made per written direction by the District. Service occurrences may be modified with 30 days advance written notice by the District.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway, irrigation, and landscaping as set forth in Exhibit A of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 1, 2 has/have been received and is/are made a part of this proposal.

President June 6, 2013

(AUTHORIZED SIGNATURE AND TITLE) (DATE)

B. OPTIONAL SERVICE LEVELS

1. E-2 (Hidden Springs) ~~& E-16 (Shadow Mountain)~~ Parkways & Medians

- Service Schedule Level 2 – Optional Service

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 LANDSCAPED PARKWAYS & MEDIANS	Planter:265,280 sq. ft.	0.0115 $	3,050.72 $	36,608.64 $
~~E-16 LANDSCAPED PARKWAYS & MEDIANS~~	~~Planter:118,002 sq. ft.~~	$	$	$

- Service Schedule Level 3 – Optional Service

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 LANDSCAPED PARKWAYS & MEDIANS	Planter:265,280 sq. ft.	0.0103 $	2,732.38 $	32,788.61 $
~~E-16 LANDSCAPED PARKWAYS & MEDIANS~~	~~Planter:118,002 sq. ft.~~	$	$	$

2. E-2 (Hidden Springs) Open Space (Paseos)

- Service Schedule Level 1 – Optional Service

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 OPEN SPACE (PASEOS)	Planter:3,308,892 sq. ft.	0.00152 $	5,029.52 $	60,354.19 $

PROPOSER: Mariposa Landscapes, Inc.
(Company Name)

President June 6, 2013
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

OPTIONAL SERVICE LEVELS (Continued)

E-2 (Hidden Springs) Open Space (Paseos)

- **Service Schedule Level ~~2~~ 4 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 OPEN SPACE (PASEOS)	Planter:3,308,892 sq. ft.	0.00061 $	2,018.42 $	24,221.09 $

- **Service Schedule Level 3 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 OPEN SPACE (PASEOS)	Planter:3,308,892 sq. ft.	0.00078 $	2,580.94 $	30,971.23 $

PROPOSER: Mariposa Landscapes, Inc.
(Company Name)

President June 6, 2013
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

C. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work and Routine Irrigation Repair shall include, but are not limited to, those situations where Additional Work may be required, as referenced in Exhibits A and C.

UNIT PRICES (Includes all labor and materials)

1. 1 gal. shrub/vine/ground cover in place	@	$7.00	ea
2. 5 gal. shrub/vine/ground cover in place	@	$18.00	ea
3. 5 gal. tree in place (stakes included)	@	$30.00	ea
4. 15 gal. tree in place (stakes included)	@	$75.00	ea
5. 24" box tree in place (stakes included)	@	$250.00	ea
6. 36" box tree in place (guy wires included)	@	$750.00	ea
7. Flat of ground cover in place	@	$25.00	ea
8. Fertilizer application	@	$0.02 per sf	ea
9. Planter bed mulch in place	@	$40.00	/cu. yd
10. Additional labor	@	$30.00	/man hour
11. Additional Irrigation Technician	@	$45.00	/man hour

PROPOSER: Mariposa landscapes, Inc.
(Company Name)

President May 8, 2013
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

D. ROUTINE IRRIGATION REPAIR PRICES

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

1. Irrigation repair parts for routine repairs @ cost plus 15 %

2. Unit prices for Additional Work (additional landscape areas) per Exhibit C, Section 2.

   A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable).

   $ .02 /sq. ft./mo.

   B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable).

   $ .025 /sq. ft./mo.

3. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: Mariposa Landscapes, Inc.
(Company Name)

President May 8, 2013
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

II. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, (Schedule II) A. "Bid Schedule"):

Eighty Five Thousand Four Hundred Eighty Two Dollars and Zero Cents.
(Dollar Amount in Words)

$ 85,482.00
(Dollar Amount in Figures)

Date: June 6, 2013

Proposer: Mariposa Landscapes, Inc.
(Company Name)

By: [signature]
(Signature)

Title: President

State License Number and Classification: Lic. No. 592268, Class : C-27, A, C61/D49

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF California

PRESIDENT [signature]

(Corporate Seal)

SECRETARY [signature]

III. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

~~Accom~~panying this proposal is a cashier's check, a certified check, or a Proposal Surety Bond for 10% of BID AMOUNT, payable to the Moreno ~~Valley Community Services~~ District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated May 8, 2013

Signature of Proposer _____

By _____

Address of Proposer _____

_____

Telephone Number of Proposer ( ) _____

Names and Addresses of Members of the Company:

Terry Noriega, President

Antonio Valenzuela, Secretary

(If a Corporation)

Signature of Proposer _____

By Terry Noriega

Title President

Business Address 15529 Arrow Highway

Irwindale, CA 91706

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of California

State License Number and Classification Lic. No. 592268, Class: C-27, A, C61/D49

PRESIDENT

SECRETARY

TREASURER

(Corporate Seal)

IV. PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Mariposa Landscapes, Inc.

_____, as

principals, and The Ohio Casualty Insurance Company, a duly

authorized corporate surety: Business Address 790 The City Drive South, Suite 200,

Orange, CA 92868,

Phone 714-634-3311, are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of Ten Percent of the Total Amount Bid Dollars, ($ 10%), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly, and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about to hand in and submit to the Board of Directors of the Moreno Valley Community Services District, a proposal for **PROJECT NO. E-2 ~~AND E-16/~~13-14 -, HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~ MAINTENANCE OF PARKWAY, MEDIAN & OPEN SPACE LANDSCAPING AND IRRIGATION**, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said Board of Directors, and if the said principal shall fail or neglect to enter into a Contract therefore within the required time, then in that case the undersigned obligors will pay to the Moreno Valley Community Services District the full sum of Ten Percent of the Total Amount Bid Dollars,

($ 10%), as liquidated damages for such failure and neglect.

WITNESS our hands this 18th day of April, 20 13.

(SIGNATURE PAGE FOLLOWS)

Proposal Surety Bond (cont.)

PRINCIPAL	CORPORATE SURETY
Name: Mariposa Landscapes, Inc.	Name: The Ohio Casualty Insurance Company
Address: 15529 Arrow Highway	Address: 790 The City Drive South, Suite 200
Irwindale, CA 91706	Orange, CA 92868
Tel. No.: 626-960-0196	Tel. No.: 714-634-3311
By:	By: Attorney-in-Fact Jeffrey R. Gryde

SIGNING INSTRUCTIONS

- **The Bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.**
- **The Bond shall include attached Notary Certificates for the Attorney-in-Fact and the Principal.**
- **The Bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).**
- **The Bond shall include the address at which the Principal and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).**

If any of the above items are omitted, the proposal will be considered non-responsive and will be rejected.

790 The City Drive South, Suite 200, Orange, CA 92868

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5901255

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jeffrey R Gryde

all of the city of Laguna Niguel, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of December, 2012.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: _____
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 19th day of December, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of April, 20 13.

By: _____
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Item No. B.3

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of Orange

On April 18, 2013 before me, **P Zeis, Notary Public**, personally appeared **Jeffrey R. Gryde**
Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

NRO1 P. ZEIS COMM. #1974059 Notary Public - California Orange County My Comm. Expires Apr. 29, 2016 NRO1

Signature _____

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____ Document Date _____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/~~they~~ - is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

Item No. B.3

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On May 8, 2013 before me, J. Cho, Notary Public,
(Here insert name and title of the officer)

Personally appeared Terry Noriega, President,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

J. CHO
COMM # 2002552
Notary Public - California
LOS ANGELES COUNTY
My Commission Expires Dec. 30, 2016
AER1 AER1

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

V. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF)§

(NAME) Terry Noriega, affiant being first duly sworn, deposes and says:

That he or she is President of
(sole owner, partner or other proper title)

Mariposa Landscapes, Inc.
(Contractor)

the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: Mariposa Landscapes, Inc.

Bidder's Address:
15529 Arrow Highway, Irwindale, CA 91706

Telephone No.: (626) 960-0196

(Signature of Bidder) President (Title)

ALL SIGNATURES MUST BE NOTARIZED

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On May 8, 2013 before me, J. Cho, Notary Public,
(Here insert name and title of the officer)

Personally appeared Terry Noriega, President,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

J. CHO
COMM # 2002552
Notary Public - California
LOS ANGELES COUNTY
My Commission Expires Dec. 30, 2016
AER1 AER1

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

EXHIBIT F: PREVAILING WAGE DETERMINATION

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

DETERMINATION: SC-LML-2008-1
ISSUE DATE: February 22, 2008
EXPIRATION DATE OF DETERMINATION: December 31, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

		Employer Payments					Straight-Time		Overtime
LOCALITY:	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2X
Imperial	$8.00	-	-	[a] 0.115	0.17	-	8	[a] 8.285	[a] 12.285
Inyo, Mono and San Bernardino	8.00	-	-	0.30	0.17	-	8	8.47	12.47
Kern	8.00	-	-	[c] 0.16	0.17	-	8	[b] 8.33	[b] 12.33
	10.00	-	-	[d] 0.27	0.46	-	8	[a] 10.73	[a] 15.73
Los Angeles	8.00	0.89	-	[e] 0.115	0.14	-	8	[b] 9.145	[b] 13.145
Orange	8.00	-	-	[f] 0.11	0.11	-	8	[a] 8.22	[b] 12.22
Riverside	8.00	-	-	[g] 0.20	0.16	-	8	[a] 8.36	[a] 12.36
San Diego	8.00	-	-	0.22	0.115	-	8	8.335	12.335
	8.00	-	-	0.24	0.12	-	8	8.36	12.36
San Luis Obispo	8.00	-	-	[k] 0.15	0.15	-	8	8.30	12.30
	8.00	-	-	[i] 0.16	0.16	-	8	8.32	12.32
Santa Barbara	8.00	-	-	[h] 0.12	0.12	-	8	[a] 8.24	[a] 12.24
	8.00	-	-	[j] 0.13	0.13	-	8	[a] 8.26	[a] 12.26
Ventura	8.00	-	-	0.115	0.16	-	8	8.275	12.275
	8.00	2.87	-	[j] 0.19	0.26	-	8	[a] 11.42	[a] 15.42

Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

[a] $0.22 after 3 years of service.
[b] Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
[c] $0.31 after 2 years of service.
[d] $0.54 after 2 years of service: $0.81 after 3 years of service.
[e] $0.24 after 3 years of service: $0.37 after 7 years of service.
[f] $0.22 after 4 years of service.
[g] $0.40 after 3 years of service.
[h] $0.23 after 2 years of service.
[i] $0.27 after 2 years of service.
[j] $0.38 after 3 years of service.
[k] $0.29 after 2 years of service.
[l] $0.31 after 2 years of service.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Travel and subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

18C

EXHIBIT G: MONTHLY LANDSCAPE SERVICES REPORT FORM

MONTHLY LANDSCAPE SERVICES REPORT
PROJECT NO._____ MORENO VALLEY COMMUNITY SERVICES DISTRICT MONTH OF _____, 20___

MAINTENANCE • DATE(S) • AREA • SERVICE TYPE: MOW/EDGE TRIM/PRUNE-WEED LITTER-IRRIGATION ETC.	FERTILIZER • DATE(S) • AREA • PRODUCT/ANALYSIS • AMOUNT/AREA • CROP	PESTICIDES • DATE(S) • PRODUCT USED • AMOUNT USED • AREA • TARGET PEST	COMPLAINTS • DATE(S) RECEIVED • AREA/LOCATION • COMPLAINT/ACTION • DATE CORRECTED • CORRECTIVE ACTION	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED • CORRECTIVE ACTION
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

EXHIBIT H: WEEKLY IRRIGATION REPORT FORM

WEEKLY IRRIGATION REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT

CONTROLLER NO. _____ FOR MONTH OF _____, 20___

STATION NO. _____ PROJECT NO._____

	DATE(S) CHECKED	PROBLEM(S) IDENTIFIED	CORRECTIVE ACTIONS • DATE CORRECTED • CORRECTIVE ACTION DETAILS	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

EXHIBIT I: GREENWASTE REPORT FORM

MORENO VALLEY COMMUNITY SERVICES DISTRICT
-MONTHLY GREENWASTE REPORT-
FOR

MONTH:_____YEAR:_____

1. **Source of greenwaste (Project No./Location):_____**

   _____

2. **Amount of greenwaste generated from above source (by weight):**
   _____LBS. –or- TONS.

3. Name, address, and phone number of recycle accepting greenwaste:

   - **Company Name:_____**
   - **Address: _____**

     _____
   - **Phone Number: (_____)_____**

4. **Amount of greenwaste-source products (mulch, compost, top dressing, and soil amendments, etc.) furnished to Project (by weight):**

   _____LBS. -or- TONS.

5. **Name, address, and phone number of recycle supplying greenwaste-source products to Project (if different from No. 3 above):**

   _____

   _____

   _____

6. **Number of times turf mowed this month:_____**

7. **Number of times turf mowed without clippings caught:_____**

CONTRACTOR:_____

ADDRESS:_____

PHONE:_(_____)_____

MORENO VALLEY
WHERE DREAMS SOAR

April 9, 2013

ADDENDUM NO. 1

CITY OF MORENO VALLEY
HIDDEN SPRINGS (E-2) AND
SHADOW MOUNTAIN (E-16)
MAINTENANCE OF PARKWAY, MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION
RFP NO. 12/13-10
PROJECT NO. E-2 AND E-16/13-14

The changes, omissions, and/or additions to the contract documents as noted on the attached shall apply to proposals made for and to the execution of the various parts of the work affected thereby; all other conditions shall remain the same.

Careful note of the Addendum shall be taken by all parties of interest so that the proper allowances may be made in strict accordance with Addendum No. 1 and all trades shall be fully advised in the performance of the work, which will be required of them.

In case of conflict between the contract documents and this Addendum, Addendum No. 1, this addendum shall govern.

CONTRACT DOCUMENT CHANGES – ADDENDUM 1

- Exhibit E, Section V: FREQUENCY OF SERVICE TABLE, Letter A. – Page 77. The following revision has been made to the original RFP document as follows:

  - Addition of 17. F. 2. Irrigation system will be checked on a weekly basis for all service levels. Irrigation system should be maintained in a working order at all times.

  - Revision of 19. C. 1. (a) Includes reference to Pre-emergent. No other change has been made to this frequency other than the addition of pre-emergent.

Attached is the revised page 77 with the aforementioned revision to be included with your proposal submission.

I: FREQUENCY OF SERVICE TABLES

A. PARKWAYS AND MEDIANS

Service Type	Service Schedule Level 1 (4 Week)	Service Schedule Level 2 (8 Week)	Service Schedule Level 3 (12 Week)
17.A. Turf Care[1]			
Mow/edge/trim	Weekly	Every other week	Every other week
Aeration	Bi-annually (Spring & Fall)	Bi-annually (Spring & Fall)	Annually (Spring)
17.C. Shrub Care			
Prune/trim	Monthly	6x's per year	4x's per year
17.D. Ground Cover			
Prune/trim	Monthly	6x's per year	4x's per year
17.F. 2. Irrigation	Weekly	Weekly	Weekly
17.E. Weed Control			
Weed control	Monthly	6x's per year	4x's per year
17.G. Debris/Litter			
Debris/Litter removal	Weekly	Every other week	Monthly
18.A. Turf Fertilization[1]	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)
18.B. Shrub/Ground Cover Fertilization	2x's per year (April & Sept.)	2x's per year (April & Sept.)	1x per year (April)
19. C. 1. (a) Pre-Emergent Ground covers, shrubs & trees - Pesticide usage criteria[2]	2x's per year (Spring & Fall)	2x's per year (Spring & Fall)	2x's per year (Spring & Fall)
Exhibits G & I Reports	Monthly	Monthly	Monthly
Exhibit H Report	Weekly	Weekly	Weekly

[1]As of the preparation of this Contract, no Turf areas are located within the E-2 Hidden Springs or E-16 Shadow Mountin communities. This Specification is consistent with CSD landscaped service areas having Turf. Should either E-2 or E-16 add and/or remediate parkway or median locations to include Turf this Specification shall apply.

[3] Specification of month to be approved by Director in advance of application.

B. OPEN SPACE (PASEOS)

Service Schedule Levels	Service Type
Level 1 - (Monthly)	Monthly Maintenance includes: ▪ Weekly irrigation monitoring. ▪ Monthly - Shrub trimming and clearing from trails and fences. ▪ Monthly - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One annual weed abatement.
Level 2 - (Every Other Month)	Every Other Month Mainteance includes: ▪ Monthly irrigation monitoring. ▪ Every Other Month - Shrub trimming and clearance from trails and fences. ▪ Every Other Month - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One Annual weed abatement.
Level 3 - (Quarterly)	Quarterly Maintenance includes: ▪ Monthly irrigation monitoring. ▪ Quarterly - Shrub trimming and clearing from trails and fences. ▪ Quarterly - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One Annual weed abatement.
Level 4 - (Annually)	Annual Maintenance includes: ▪ Monthly irrigation monitoring. ▪ Annual - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One Annual weed abatement.

April 25, 2013

ADDENDUM NO. 2

CITY OF MORENO VALLEY
HIDDEN SPRINGS (E-2) ~~AND~~
~~SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY, MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION
RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14

The changes, omissions, and/or additions to the contract documents as noted on the attached shall apply to proposals made for and to the execution of the various parts of the work affected thereby; all other conditions shall remain the same.

Careful note of the Addendum shall be taken by all parties of interest so that the proper allowances may be made in strict accordance with Addendum No. 2 and all trades shall be fully advised in the performance of the work, which will be required of them.

In case of conflict between the contract documents and this Addendum, Addendum No. 2, this addendum shall govern.

CONTRACT DOCUMENT CHANGES – ADDENDUM 2

- Throughout the entirety of RFP NO. 12/13-10, PROJECT NO. E-2 AND E-16/13-14 all reference to E-16 or E-16 (Shadow Mountain) has been stricken (lined through). Proposals should only be made on those portions of the RFP that reference E-2 (Hidden Springs) parkways, medians and open spaces.

- Submittal deadline has been changed from 2:00 P.M., THURSDAY, APRIL 25, 2013, TO 2:00 P.M., WEDNESDAY, MAY 8, 2013. **ALL PROPOSALS MUST BE RECEIVED BEFORE 2:00 P.M., WEDNESDAY, MAY 8, 2013.**

- Exhibit A, Section 1 C. (page 30): Title change from "Financial and Management Services Director" to "Chief Financial Officer/City Treasurer".

- Exhibit A, Section 3. E., (page 33) : First sentence should reference the… individuals or agencies listed in Exhibit A, Section 3., paragraph F.

- Exhibit A, Section 3. F. 2. (page 33): Title change from "Financial and Management Services Director" to "Chief Financial Officer/City Treasurer".

- Exhibit A, Section 8. D. (page 37): First sentence the words "Exhibit A" have been added before Section 3, paragraph B.

- Exhibit A, Section 18, A. 1. (page 48).: First sentence should be modified from "Section 17, No. 14 f ." to "Exhibit A, Section 17, No. 14 e."

- Exhibit A, Section 18, A. 5 (page 49): the words "Exhibit A" were added before "Section 8".

- Exhibit A, Section 18, B. 4 (page 50): the words "Exhibit A" were added before "Section 8".

- Exhibit A, Section 18, B. 6 (page 50): the words "Exhibit A" were added before "Section 3" and "Section 8".

- Exhibit A, Section 18, C. 3 (page 50): the words "Exhibit A" were added before "Section 8" and "Section 8".

- Exhibit A, Section 18, C. 6 (page 51): the words "Exhibit A" were added before "Section 3" and "Section 8".

- Exhibit A, Section 19, A. 5 (page 51): the words "Exhibit A" were added before "Section 8".

- Exhibit A, Section 19, B. 2 (page 52): the words "Exhibit A" were added before "Section 3" and "Section 8".

- Exhibit A, Section 21, (page 57) Project Location Maps is changed to Project Location Map.

- Exhibit A, Section 21, (page 58) Zone E-16 map is lined through (should not be referenced).

- Exhibit B, Section 1, A (page 59): Title change from "Financial and Management Services Director" to "Chief Financial Officer/City Treasurer".

- Exhibit C, Section 1, A (page 60): Department Title change from "Public Works Department" to "Financial and Management Services Department".

- Exhibit E, Section IV., (page 74) monthly schedule sheet for E-16 has been lined out. Do not complete with the submission.

- Exhibit E, Section IV. (page 76) annual schedule sheet for E-16 has been lined out. Do not complete with the submission.

- Exhibit E, Section IV., (page 74) monthly schedule sheet for E-16 has been lined out. Do not complete with the submission.

- Exhibit E, Sample Service Schedules, C., for E-2 (page 81) map has been correct to reflect 12 service areas as identified under Landscaping Schedule

- Exhibit E, Sample Service Schedules, D., for E-16 (page 82) has been lined out. Do not reference in the proposal submission.

- Exhibit E, I., Schedule II, A., (page 89) E-16 has been lined out, do not submit proposal costs on any E-16 area.

- Exhibit E, I., Schedule II, B, (page 91) E-16 has been lined out, do not submit proposal costs on any E-16 area.

Attached is the revised RFP with the aforementioned changes and includes the Frequency of Service Table updates as referenced in Addendum No. 1.

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CONTRACT DOCUMENTS

FOR

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14

HIDDEN SPRINGS (E-2) AND
~~SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY, MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

MANDATORY PRE-SUBMITTAL MEETING
9 A.M., TUESDAY, APRIL 9, 2013
SPECIAL DISTRICTS CONFERENCE ROOM, CITY HALL ANNEX 1
14331 FREDERICK ST., SUITE 6
MORENO VALLEY, CA, 92553

PROPOSAL SUBMISSION DATE
2 P.M., WEDNESDAY MAY 8, 2013 ~~THURSDAY, APRIL 25, 2013~~
CITY CLERK'S OFFICE, CITY HALL
14177 FREDERICK ST.
MORENO, VALLEY, CA 92552-0805

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NOTICE REQUESTING PROPOSALS

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

Proposers are invited to submit a response to the Request For Proposal, RFP No 12/13-10, Project No. E-2 ~~and E-16~~/13-14 Hidden Springs (E-2) ~~and Shadow Mountain (E-16)~~ Maintenance of Parkway Median and Open Space Landscaping and Irrigation for the purpose of providing landscape maintenance services for the parkway and median landscaped areas of Hidden Springs (E-2) ~~and Shadow Mountain (E-16)~~ along with the open space paseo areas of Hidden Springs (E-2) under the direction of the City of Moreno Valley Community Services District (CSD) for twelve (12) months, with the possibility of contract extensions for up to four (4) additional one (1) year contract extensions.

RECEIPT OF PROPOSAL:

Sealed proposals will be received by the office of the City Clerk, located in the City Hall building, at 14177 Frederick Street, Moreno Valley, California, 92553 SUBMISSIONS MUST BE SENT SO THEY ARE RECEIVED IN THE CITY CLERK'S OFFICE BEFORE 2:00 P.M. on **WEDNESDAY, MAY 8, 2013** ~~THURSDAY, April 25, 2013~~. **Late submissions will not be accepted and postmarks will NOT constitute receipt of a proposal**.

OBTAINING CONTRACT DOCUMENTS:

You may download the RFP and Contract documents (document set) from the City's website at www.moval.org or, the document set may be obtained from the City of Moreno Valley Finance Department, located in the Moreno Valley City Hall, at 14177 Frederick Street, Moreno Valley, CA 92553, 1st floor customer service front counter, for a nonrefundable twenty-five dollar ($25.00) charge per set to cover printing costs. The RFP and contract documents may also be received by mail by contacting the SPECIAL DISTRICTS DIVISION OFFICE at 951.413.3480 or by email at SpecialDist@moval.org to request having document set(s) mailed. A five dollar ($5.00) mailing charge per set, plus twenty-five dollar ($25.00) per set printing cost is required prior to having document sets mailed.

MANDATORY PRE-SUBMITTAL MEETING:

A **mandatory** pre-submittal meeting will be held at **9:00 A.M. on MONDAY, APRIL 9, 2013 in the TECHNOLOGY SERVICES CONFERENCE ROOM located in Annex 1. The Annex building is located south of City Hall at 14331 Frederick Street, Suite 6, Moreno Valley, CA 92553.** COMPANIES WISHING TO SUBMIT A PROPOSAL FOR THIS PROJECT ARE REQUIRED TO ATTEND THIS MEETING. **Late arrivals will be denied entrance to this meeting.**

PROPOSAL GUARANTEE:

Each proposal shall be accompanied by a certified or cashier's check or surety bond in an amount equal to ten percent (10%) of the total proposal price, payable to the Moreno Valley Community Services District (CSD) as a guarantee that if the proposer's proposal, is accepted, the proposer will promptly execute the Contract, and secure Worker's Compensation Insurance. The Moreno Valley Community Services District (District) will retain the proposal guarantees from all companies whose proposals are selected for consideration until such time as the Contract is fully executed. Submitted proposal guarantees by all other proposers will be released within thirty (30) days after the date the awarded Contract is fully executed.

WAGE RATES:

Pursuant to provision of Section 1773 of the Labor Code of the State of California, the District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. The proposer whose proposal receives the Award of Contract and becomes the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code throughout the term of this contract.

STATE LICENSE:

Contractors submitting proposals shall hold a valid California State Contractor's License which shall be a Class C-27. The Contractor's California State License Number and Classification shall be clearly stated on the Proposer's Proposal.

OWNER'S RIGHT RESERVED:

Within such limits as may be prescribed by law, the Board of Directors of the Moreno Valley Community Services District reserves the right to reject any and all proposals, to accept, reject, or waive minor variances and/or any informality in a proposal, or to accept the proposal or proposals that best serve the interests of the District.

CONTRACT/ACREAGE LIMITATION:

The Moreno Valley Community Services District divides parkway and median landscape maintenance sites into separate and distinct Contract Service Areas. The District has historically adhered to these guidelines of limiting awards of maintenance service contracts based on contract and acreage limits to more fairly and evenly distribute maintenance contracts among various contracting entities to decrease the risk to the District in the event of non-performance by a Contractor to perform the contracted maintenance services. **However in the interest of the community being served, the Moreno Valley Community Services District reserves the right to limit or waive the requirements of this Section.**

Said Contract/Acreage Limitations are as follows:

- No single contracting company or entity may hold District maintenance contracts whose combined Base Compensation is valued at more than forty percent (40%) of the total Base Compensation cost of all of the District's Service Area contracts;

-AND-

- No single contracting company or entity may hold District maintenance contracts whose combined acreage totals more than sixty percent (60%) of the total acreage of all District Service Areas.

For technical information relating to the details of the proposed project and/or proposal requirements, please contact the City of Moreno Valley, Department of Public Works, Special Districts Division at 951. 413.3480.

By Order of the Board of Directors of the Moreno Valley Community Services District.

_____
City Clerk in the Capacity of Secretary to the Board of Directors of the Moreno Valley Community Services District

RFP SUBMITTAL 'CHECK-OFF' LIST

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

The following check list (together with the necessary, and where required, notarized original documentations) must be completed, signed and included with the sealed bid envelopes for the RFP to be considered responsive:

☐ **INCLUDE THIS COMPLETED SIGNED 'CHECK-OFF' LIST WITH SCHEDULE I:**

_____	_____
Company Name (Please print)	Company Address (Please print)
_____	_____
Authorized Signature	Company Phone Number
	_____
	Fax Number

SUBMIT THREE DOCUMENT SETS (ONE ORIGINAL & TWO COPIES FOR EACH SCHEDULE):

☐ **SCHEDULE I** - **VENDOR INFORMATION** (Form filled out in its entirety) along with the following:

- ☐ REFERENCES (Minimum of three (3) current public agencies that have been successfully completed within the last two (2) years.)
- ☐ PROPOSED FACILITIES, EQUIPMENT & STAFFING SCHEDULE
- ☐ PROPOSED PROJECT WORK SCHEDULES
  - ☐ MONTHLY SCHEDULE SHEETS FOR ~~EACH~~ E-2 ~~& E-16~~
  - ☐ ANNUAL SCHEDULE SHEETS FOR ~~EACH E-2~~ & ~~E-16~~
- ☐ FREQUENCY OF SERVICE TABLE (signed acknowledging min. frequencies per service level)
- ☐ PROPOSED ANNUAL MATERIAL SCHEDULE
- ☐ COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING SHEETS
- ☐ LIST OF DESIGNATED SUBCONTRACTORS
- ☐ CERTIFICATION OF NON-DISCRIMINATION
- ☐ PROPOSAL AFFIRMATION
- ☐ CERTIFICATION OF NON-DISCRIMINATION

☐ **SCHEDULE II** - **BID SCHEDULE** (Filled out, signed and dated) along with the following:

- ☐ OPTIONAL SERVICE LEVELS SHEET (signed and dated)
- ☐ ADDITIONAL WORK PRICE LIST (signed and dated)
- ☐ CONTRACT PROPOSAL SHEET (completed, signed, & corporate seal, if incorporated)
- ☐ AFFIRMATION OF PROPOSAL GUARANTEE
- ☐ PROPOSAL SURETY BOND, CASHIER'S CHECK OR CERTIFIED CHECK
  A PROPOSAL SURETY BOND MUST INCLUDE NOTARY CERTIFICATES AND NOTARIZED SIGNATURES FOR BOTH ATTORNEY-IN-FACT AND PRINCIPAL(S).
- ☐ NON-COLLUSION AFFIDAVIT (signed and notarized)

INSTRUCTIONS TO PROPOSERS

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

A. GENERAL

Proposals under these specifications shall be submitted on the Proposal Submittal Documents (Exhibit E) furnished herewith. When presented, they must be fully completed in the manner and form indicated therein, showing clearly and legibly the proposed prices in both words and numerals, and must be properly signed and where required notarized by the proposer, and include Proposer's address, telephone number, and California Contractor's License Number, and Classification. The Board of Directors of the Moreno Valley Community Services District ("District") reserves the right to reject any proposal which does not furnish all of the above information.

Proposal submissions will be received **Before 2:00P.M., WEDNESDAY MAY 8, 2013 ~~THURSDAY, APRIL 25, 2013~~.** Proposals should be submitted as follows in two separate sealed envelopes:

The first envelope should include **one (1) original and two (2) copies** of the information as requested in Exhibit "E" Proposal Submittal Documents, Schedule I; and the 'Check-Off' list, as identified on page 4. The envelope must be clearly labeled: "RESPONSE TO REQUEST FOR PROPOSAL – RFP NO. 12/13-10 PROJECT NO. E-2 ~~AND E-16~~/13-14 – MORENO VALLEY COMMUNITY SERVICES DISTRICT – SCHEDULE I – **DO NOT OPEN WITH REGULAR MAIL**"

The second envelope should include **one (1) original and two (2) copies** of the information as requested in Exhibit "E" Proposal Submittal Documents, Schedule II; and include all items as listed under the SCHEDULE II heading as identified on the check list on page 4. The envelope must be clearly labeled: "RESPONSE TO REQUEST FOR PROPOSAL - RFP NO. 12/13-10 PROJECT NO. E-2 ~~AND E-16~~/13-14 – MORENO VALLEY COMMUNITY SERVICES DISTRICT – SCHEDULE II - **DO NOT OPEN WITH REGULAR MAIL**."

IMPORTANT

IDENTIFYING YOUR RESPONSE

The Request for Proposal (RFP) must be visibly shown on the outside of both proposal submission envelopes as noted above.

ON-TIME RECEIPT OF YOUR RESPONSE

The responsibility of ensuring that your time-sensitive proposal submission is received by the City of Moreno Valley, City Clerk's office prior to the due date and time as stated in the RFP, rests solely with the sender. You may hand deliver your documents to the proper office listed in the invitation. Only an official time stamp from the City office listed in our invitation is acceptable as proof of timely delivery. A delivery time stated by a delivery service is NOT valid as proof of timely delivery. The City of Moreno Valley, the Moreno Valley Community Services District (CSD), and the Moreno Valley Housing Authority assumes no responsibility for proposals, which arrive at the City office beyond the stated due date and time as stated in the Notice Requesting Proposals.

You are encouraged to call the City Clerk's Office at 951.413.3001 for verification of proposal package receipt. Proposals may be mailed or delivered by messenger; however, it is the proposer's responsibility alone to ensure delivery of the proposal to the office of the City Clerk prior to the submittal deadline stipulated in the Notice Requesting Proposals. Late proposals will not be considered.

PLEASE NOTE: Deliveries made to the City by the United States Postal Service, or any other delivery service, will be routed through an internal delivery system. Utilizing any delivery service will delay delivery to the actual addressed City office or individual and may cause your response to be late and unacceptable.

Regardless of the method you choose to submit your time-sensitive document, you must allow additional time for the City's internal delivery system to process your item through before the due date and time, as stated in the RFP, to the City Clerk's office. In order to be fair to all responders, late bids, proposals or quotes will not be accepted and will be returned unopened.

B. EXAMINATION OF WORK SITES

Proposers must satisfy themselves by personal examination of the locations of the proposed work, and by such other means as they may choose, as to the actual conditions and requirements of the work, and shall not at any time after submission of the proposal assert, complaint or dispute that there was any misunderstanding in regard to the nature or amount of work to be done.

C. DISQUALIFICATION OF PROPOSERS AND PROPOSALS

More than one (1) proposal for the same work from any individual, company, partnership, corporation, or association under the same or different names will not be accepted; and shall be considered reasonable grounds to deem that a proposer has a financial interest in more than one (1) proposal for the work, which will be cause for rejecting all proposals in which such said proposer is interested.

Proposals which contain prices that are obviously unbalanced, and those which are incomplete or show alterations of form, or contain any additions or conditional or alternate quotations that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the proposer has been omitted will be rejected.

D. SIGNATURE OF CONTRACT PROPOSAL

Corporations

The signature must contain the name of the corporation, must be signed by the President and Secretary or Assistant Secretary, and the corporate seal must be affixed. Other persons may sign for the corporation in lieu of the above, if a certified copy of a resolution of the Corporate Board of Directors, so authorizing them to do so, accompanies the Proposal.

Partnership

The names of all persons comprising the partnership or co-partnership must be stated. The Proposal must be signed by all partners comprising the partnership unless proof, in the form of a certified copy of a Certificate of Partnership acknowledging the signer to be a general partner accompanies the Proposal, in which case a general partner may sign.

Joint Ventures

Proposals submitted as joint ventures must so state and be signed by or on behalf of each joint venturer, in compliance with the signature requirements for an individual, a partnership or a corporation, as applicable.

Individuals and/or Sole Proprietors

Proposals submitted on behalf of an individual must be signed by such individual. The above rules also apply in the case of the use of a fictitious business name. In addition, where a fictitious business name is used it must be so indicated in the signature.

E. PROPOSAL GUARANTEE

Exhibit "E" - Schedule II. must be accompanied by a cashier's check, certified check or surety bond in an amount not less than ten percent (10%) of the proposal amount. Checks shall be made payable to the Moreno Valley Community Services District. Surety bonds shall name as obligee the Board of Directors of the Moreno Valley Community Services District. **Execution of the bond must be acknowledged before a Notary Public by both the Contractor, and the corporate surety**.

F. ACCEPTANCE OR REJECTION

Within the limits prescribed by law, the right is reserved to reject any and all proposals, or to accept the proposal deemed best for the District. The Board of Directors shall be and is hereby constituted the exclusive judge as to what proposal is best for the District, and, in ascertaining that fact, the Board of Directors will take into consideration the business integrity, references, financial resources, facilities and equipment for performing the work, and experience in similar operations of the various proposing companies.

G. AWARD CRITERIA

The award of this Contract shall be made based upon the following criteria, as determined solely by the CSD:

- Pricing.
- Proposal's demonstration of ability to provide the described services.
- Demonstration of qualifications and certifications in accordance with accepted standards.
- Reference responses from other municipalities/public agencies where similar landscaping and irrigation services currently are and/or have been provided

The District reserves the right to reject any or all proposals, waive informalities, and make award in the best interests of the District. Upon award, the Contractor selected will be expected to enter into an Independent Contractor Agreement with the Moreno Valley Community Services District for the terms as stated in this Request For Proposal.

H. AWARD OF CONTRACT

The award, if made, will be made by the District as expeditiously as possible after the opening of the proposals, but in no case will an award be made until the District is satisfied as to the responsibility of the party to whom it is proposed to award the Contract.

I. RETURN OF PROPOSAL GUARANTIES

The District will return the proposal guaranties accompanying those, which in the District's judgment are not to be considered in making the award. All other proposal guaranties will be held until the Contract has been awarded, after which they will be returned to the respective companies whose proposals they accompany, with the exception of the proposer to whom the award has been made. After satisfactory security has been furnished and the Contract has been fully executed and approved, the successful proposer's guaranty will be returned.

J. INSURANCE REQUIREMENTS

During the entire term of the Contract, the Contractor agrees to procure and maintain commercial general liability insurance at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of the Contractor, its subcontractors, or any person acting for the Contractor or under his/her/its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person(s) caused directly or indirectly by or from acts, omissions or activities of the Contractor, its subcontractors, or any person acting for the Contractor or under his/her/its control or direction. Such liability and property damage insurance shall also provide for and protect the Moreno Valley Community Services District, the Moreno Valley Housing Authority, and the City of Moreno Valley, against incurring any legal cost in defending claims for alleged loss.

Such liability and property damage insurance shall be maintained in full force and effect throughout the term of the Contract, and any extension thereof in the minimum limits provided below:

Bodily Injury	$1,000,000 per occurrence
Property Damage	$1,000,000 per occurrence

A combined single limit policy with limits not less than $2,000,000 per occurrence shall be considered equivalent to the above minimum limits.

If the operation under this Contract results in an increased or decreased risk in the opinion of the District's Risk Manager, then the Contractor agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the Risk Manager.

During the entire term of this Contract, the Contractor shall procure and maintain, at its sole expense, liability and property damage insurance coverage for owned, leased, hired or borrowed automotive equipment with coverage limits of not less than $1,000,000 combined single limit.

During the entire term of this Contract, the Contractor or any subcontractors hired by the Contractor shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California, and employer's liability limits of $1,000,000 per occurrence.

The insurer shall agree to waive all rights of subrogation against the District, the Moreno Valley Housing Authority, and the City, their officers, officials, employees, volunteers or agents for losses arising from work performed by the Contractor for the District, Housing Authority, and/or the City of Moreno Valley, respectively.

A certificate of insurance or an appropriate insurance binder evidencing each of the above referenced insurance coverages shall be submitted prior to the execution of this Contract. Such evidence of insurance shall be sent to the attention of the requesting department, and shall reference the project name or number, where appropriate.

Except for Worker's Compensation and Professional Liability Insurance, and solely as respects to work done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the Moreno Valley Community Services District, the Moreno Valley Housing Authority of the City of Moreno Valley, and the City of Moreno Valley, their officers, officials, employees, volunteers, and agents are added as Additional Insured on all required insurance policies. A policy endorsement or an appropriate insurance binder evidencing the required insurance must accompany the certificate of insurance and shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Moreno Valley Community Services District, and the Moreno Valley Housing Authority of the City of Moreno Valley, their officers, employees, agents, and volunteers are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the Moreno Valley Community Services District, City of Moreno Valley, and the Moreno Valley Housing Authority of the City of Moreno Valley, their officers, employees, agents, and volunteers, under any third party liability policy.

The endorsement shall be signed by a person authorized by that insurer to bind coverage on its behalf.

The Contractor shall also include all subcontractors as an additional insured under its policies or shall furnish separate insurance certificates, and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

The coverage provided pursuant to this Contract shall be primary insurance and not contributory with any other insurance. Insurance companies providing insurance hereunder shall be rated A- VII (or better) in Best's Insurance Rating Guide, and shall be legally admitted to the business of an insurance carrier by the State of California Department of Insurance.

The terms of the insurance policies issued to provide the above insurance coverages may not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the District, Housing Authority, and the City, except that cancellation for

non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event that the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

Any deductibles or self-insured retentions must be declared to and approved by the District, Housing Authority, and the City. At the option of the District, Housing Authority, and the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects to the District, Housing Authority, and the City, their officers, officials, employees, volunteers and agents, or the Contractor shall provide a financial guarantee satisfactory to the District, Housing Authority, and the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, Housing Authority, and the City, their officers, officials, employees, volunteers, and agents.

Contractor certifies by Contractor's signature hereunder that said Contractor is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and the Contractor will comply with such provisions before commencing the performance of the work of this Contract.

K. INDEMNIFICATION & DEFENSE REQUIREMENT

Per the terms of the Contract, the Contractor shall agree to indemnify, defend, and hold the District, Housing Authority, and the City of Moreno Valley, their officers, officials, employees, volunteers, and agents harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Contract, or are caused or claimed to be caused by the negligent acts or willful misconduct of the Contractor, its subcontractors, suppliers, officers, officials, employees, volunteers or agents, and all expenses of investigating and defending against the same, provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the District, Housing Authority, and the City, their officers, officials, employees, volunteers, and agents.

L. EXECUTION OF THE CONTRACT

The Contract shall be signed by the successful proposer and returned, together with the required documents, within fourteen (14) calendar days from the date of the Notice of Award of Contract. No award shall be considered binding upon the District until the full execution of the Contract.

Failure to execute a Contract and file acceptable documents, as required herein shall be just cause for the annulment of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages as a reasonable estimate of the damages which would be suffered by the District, which cannot be determined with reasonable particularity at this time. Award may then be made to the next proposer deemed to be fit in all respects to perform the Scope Of Work, or the work may be re-advertised or may be maintained by District employees as the Board of Directors of the Moreno Valley Community Services District may determine.

M. CONTRACTOR'S BONDS

The Contractor shall furnish good and sufficient Surety Bonds issued by a surety company authorized to do business in the State of California, or other acceptable security, in an amount equal to one hundred percent (100%) of the total Proposed Compensation amount, conditioned for the faithful performance by the Contractor of all covenants, stipulations and agreements contained in said Contract; in addition, the Contractor shall furnish a material and labor bond in a sum equal to one-hundred percent (100%) of the Contract price, as required by the Public Contract Code.

Surety companies providing surety bonds hereunder shall be rated A- VII (or better) in the Best's Insurance Rating Guide, and shall be legally admitted to the business of a surety provider by the State of California Department of Insurance.

INDEPENDENT CONTRACTOR AGREEMENT

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name _____
Street Address _____
Street Address _____
City, State, Zip _____
Mailing Address _____
(If same as Street Address, _____
write same or same as above) _____
Business Phone (with area code) _____
Cell or Mobile Phone (with area code) _____
Other Contact Number (with area code) _____
Fax Number _____
Email Address _____
Social Security Number _____
Business License Number _____
Federal Tax ID Number _____
Contractor's License Number & Classification _____

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of work, responsibilities, requirements, provisions, and

additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contract Starting Date is July 1, 2013 and the Contract Ending Date is June 30, 2014. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will consider Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

A. Control of Work. Except for compliance with service schedules, general and technical provisions (which may also be referred to herein as specifications) and performance standards as provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with

the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Contract.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Moreno Valley Housing Authority (Housing Authority), and the Moreno Valley Community Services District (District), and the their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, Housing Authority's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, Housing Authority, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, Housing Authority, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Contract

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.
By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City's Risk Manager prior to the execution of this Contract. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, the Moreno Valley Community Services District, and, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the City of amendment or cancellation, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.

J. Termination.

1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.

2. The District may terminate this Contract without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

L. Restrictions on District / City Employees. The Contractor shall not employ any

District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor:

_____
[Mailing Address (Post Office Box, if applicable]

_____
[Telephone number]

_____
[Fax number]

_____
[Email address]

With a copy to:

_____
[Attorney for Contractor, if applicable]

_____
[Street Address]

_____
[Post Office Box, if applicable]

_____
[City, State, Zip]

_____
[Telephone number]

_____
[Fax number]

_____
[Email address]

To District (CSD): MORENO VALLEY COMMUNITY SERVICES DISTRICT
Financial & Management Services Department
Special Districts Division
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Sharon Sharp, Senior Management Analyst
Telephone number: 951.413.3480
Fax Number: 951.413.3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951.413.3036
Fax number: 951.413.3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor
By: _____	By: _____
Title: Mayor, acting in the capacity of President of the Board of Directors of the Moreno Valley Community Services District	Title: (President or Vice President)
Date: _____	Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)
Date: _____

Affix Corporate Seal Below
(If applicable)

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On_____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

Item No. B.3

MV00211322

BOND NO. _____

PREMIUM $ _____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the Board of Directors of the Moreno Valley Community Services District, State of California, known as "CSD," has awarded to _____, as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as **PROJECT NO. E-2 ~~AND E-16~~/13-14**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of_____ dollars, ($_____), lawful money of the United States, to be paid to the said CSD or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. E-2 ~~AND E-16~~/13-14

BOND NO.

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

Item No. B.3

MV00211325

BOND NO. _____

PREMIUM $ _____

LABOR AND MATERIALS BOND
(100% of Total Contract Amount)

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the board of Directors of the Moreno Valley Community Services District of the City of Moreno Valley, State of California, known as "CSD," has awarded to _____, as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement, whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as Project No. E-2 ~~AND E-16~~/13-14, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley Community Services District for the City of Moreno Valley, County of Riverside in the penal sum of_____ dollars, ($_____) (words and figures), lawful money of the United States, to be paid to said CSD or its certain attorney, successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Moreno Valley Community Services District, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the CSD and judgment is recovered, the Surety shall pay all costs incurred by the CSD in such suit, including reasonable attorney fees to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extensions of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

WITNESS our hands this _____day of _____, 20_____.

PRINCIPAL	SURETY
Name: _____	Name: _____
Address:_____	Address:_____
_____	_____
_____	_____
Telephone Number:_____	Telephone Number:_____
By: _____	By: _____
Title:_____	Title:_____
By: _____	By: _____
Title:_____	Title:_____

Approved as to form this _____ day of _____, 20___.

_____
City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor**.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).

The bond shall include the address at which the Principal (Contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

EXHIBIT A

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

1. GENERAL PROVISIONS - SCOPE OF WORK

A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council (Community Services District Board) establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 21, Project Location Map.

B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf, if applicable, groundcover, and shrub areas designated hereunder; regularly maintain and prune those portions of trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The ~~Financial and Management Services Director~~ Chief Financial Officer/City Treasurer of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.

E. All work shall be performed in accordance with the General and Technical Provisions of this Contract and in accordance with an approved service schedule, as approved by the Director. Service schedules may be modified with 30 days advance written notice by the District.

2. GENERAL PROVISIONS - SCHEDULING OF WORK

A. The Contractor will adhere to the facilities, equipment and monthly and annual work schedules submitted as a part of the Contractor's RFP, and incorporated herein by this reference. These schedules, and any approved revisions thereto, will be used by the District as a basis for determining Contractor's satisfactory performance.

B. Revisions to facilities, equipment, or monthly and annual work schedules may not be implemented without the prior written approval of the Director. The Contractor is required to submit proposed revisions regarding facilities, equipment or monthly and annual work schedules in writing to the District at the address as set forth in the Independent Contractor Agreement, Section 3, paragraph N. at least ten (10) working days prior to commencing work per the proposed revisions.

C. Failure to submit proposed revisions concerning facilities, equipment, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations. Specialty type maintenance operations includes, but is not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

F. When inclement weather renders performance per the approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor is required to adjust his work force in order to accomplish those work items not affected by weather, and will contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-performance penalties per Exhibit C, Section 4.

G. For the purposes of this Contract, "Working Days" are Mondays through Thursdays, excluding holidays as provided herein. The hours of on-site maintenance service will be from 7:00 a.m. to 4:30 p.m., not including mobilization to or from work site, on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

3. GENERAL PROVISIONS - FUNCTIONS AND RESPONSIBILITIES

A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Exhibit G, Monthly Landscape Services Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears.

C. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

D. The Director may require the Contractor to attend meetings with the District field staff at some fixed interval to review the Contractor's operations, and schedule future work as may be ordered by the Director. Failure to attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.

E. The Contractor shall maintain an office at some fixed place, and be listed in the telephone directory in Contractor's own name or in the Contractor's company name. Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph ~~E~~ F. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

F. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by telephone, written email, written mailed correspondence or facsimile transmission. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at **<u>any</u>** time:

1. City Manager
2. Chief Fin. Officer/City Treasurer ~~Financial & Mgmt. Ser. Dir~~.
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Street Maintenance Supervisor
7. Senior Landscape Services Inspector
8. Landscape Services Inspector
9. Landscape Irrigation Technician

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. GENERAL PROVISIONS - CONTRACTOR'S STAFF

A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.

C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.

D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements.

   Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. GENERAL PROVISIONS - EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

6. GENERAL PROVISIONS - COMPLAINTS

A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.

B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B.

C. In addition to the provisions of Section 6., paragraph A. in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. GENERAL PROVISIONS - SAFETY

A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

   Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2009 (or most current revised version) California Supplement".

   Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

   The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Exhibit A, Section 3, paragraph J of the Contract Agreement.

8. USE OF CHEMICALS

A. Before the beginning of the Contract period, the Contractor is required to submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS) of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.

B. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Financial & Management Services Department of the City of Moreno Valley.

D. Contractor shall report all fertilizers and pesticides used in the performance of the work as an element of Contractor's Monthly Report, as set forth in Exhibit A, Section 3, paragraph B. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City of Moreno Valley (City) and/or the City of Moreno Valley Community Services District (District). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the City and District that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments;

employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Financial & Management Services Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.

B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars ($25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Driver, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL PROVISIONS

A. TURF CARE (IF APPLICABLE)

1. All turf areas shall be mowed, edged, and trimmed per the Frequency of Service Table, as set forth in Exhibit E. Should weather and/or site conditions preclude the normally scheduled frequency of this service during any month, or portion thereof, the maintenance schedule shall be modified at the discretion and approval of the Director.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Provisions - Fertilization, Section 18.

13. Pest control: See Technical Provisions - Pesticide Use, Section 19.

14. Aeration:

    (a) All turf areas shall be aerated per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise directed by the Director;

(b) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

(c) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

(d) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

(e) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions – Fertilization, Section 18.

15. Renovation/thatching and additional areation operations are to be considered Additional Work, per Exhibit C., Section 2.

16. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Trees shall be pruned at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Portions of trees up to eighteen feet (18') in height shall:

   (a) Be pruned to enable successful adaptation to their particular site situation;

   (b) Have no more than one-third (1/3) of living branches removed annually;

   (c) Be fertilized only as directed by District field staff.

6. Portions of trees over eighteen feet (18') in height shall:

   (a) Be inspected annually;

   (b) Pruned and/or trimmed as necessary to maintain proper site orientation;

   (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

   (d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall <u>not</u> be allowed:

   (a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

   (c) Use of pruning paint/pruning compound/wound dressing;

   (d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Provisions – Pesticide Use, Section 19.

13. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Shrubs shall be pruned and/or trimmed per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise directed by the Director, in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned in a manner that will:

   (a) Enable successful adaptation to their particular site situation;

   (b) Follow the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

6. Pruning tools must:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices are not allowed:

   (a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") will be done only when authorized by the Director on a site-specific basis.

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

   (c) Use of pruning paint/pruning compound/wound dressing.

8. Fertilization: See Technical Provisions - Fertilization, Section 18.

9. Pest control: See Technical Provisions –Pesticide Use, Section 19.

10. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Technical Provisions, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed per the Frequency of Service Table, as set forth in Exhibit E , unless otherwise directed by the Director in order to:

   (a) Remove dead, diseased, or damaged branches/crowns;

   (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

   (c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

   (a) To enable successful adaptation to their particular site situation;

   (b) In accordance with accepted practices for the particular species in question;

5. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Provisions - Fertilization, Section 18.

8. Pest control: See Technical Provisions –Pesticide Use, Section 19.

9. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

E. WEED CONTROL

1. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

2. Weed control shall be addressed per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise directed by the Director.

3. Chemical weed control: See Technical Provisions – Pesticide Use, Section 19.

4. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.

5. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

6. Failure to adhere to the specifications of this section of the Technical Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. Said maintenance shall include, but not be limited to: visual and operational inspections; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

3. For the purposes of this section, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

   (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage;

   (b) Be turned off during periods of rainfall, or as directed by District field staff;

   (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

   (a) Be operated only when Contractor's personnel are present on site;

   (b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;

(c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. Debris/litter control shall be provided per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise stated herein this Section and/or as directed by the Director.

2. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

3. Contractor shall remove from both planted areas and adjacent hardscapes/walkways the following items, which include but are not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by the Contractor before the close of business the working day following notification of this condition.

4. All hardscape areas that include, but are not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

5. The Contractor shall dispose of all debris and litter, as described in paragraphs 1 and 2 above, off-site, and in a legal manner.

6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices such as, televisions, computers and computer monitors; firearms, ammunition or other appliances. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

7. Failure to adhere to the specifications of this section of the Technical Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in the performance of contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in the course of the performing the contract's Scope of Work services at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report, (see Exhibit I), per The Frequency of Service Table as an element of Contractor's Monthly Reporting requirements, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

18. TECHNICAL PROVISIONS - FERTILIZER

A. TURF FERTILIZATION (IF APPLICABLE)

1. Per the Technical Provisions, Exhibit A, Section 17, No. 14, e. ~~f~~., a humus base fertilizer shall be applied to turf areas in accordance with Table I, below. At the discretion and request of the Director additional applications at the pricing terms as listed in the additional work section of Scheduled II may be provided. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs
OCT	1	22-5-5*	1.25	5.7 lbs

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See the following section on fertilizers.

**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See the following sections, below, regarding fertilizers.

2. Humus base fertilizers to be applied by drop spreader only.

3. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Exhibit A, Section 8. – Use of Chemicals. Any changes to said list shall be reported per Exhibit A, Section 8. – Use of Chemicals.

6. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. The Specifications contained in this Section 18,B. do not apply to the Open Space Areas (Paseos).

2. All shrubs and ground covers shall be fertilized per the Frequency of Service Table, as set forth in Exhibit E. Table II, below provides the standard fertilization guidelines, however the frequency of the application shall comply with the application frequency rates as identified in the Frequency of Service Table, as set forth in Exhibit E. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

3. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

4. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Exhibit A, Section 8. – Use of Chemicals. Any changes to said list shall be reported per Exhibit A, Section 8. – Use of Chemicals.

5. Written notification is required to Director five (5) working days prior to fertilizer application.

6. For fertilizer application reporting specifications, see Exhibit A, Section 3 – Functions and Responsibilities and Exhibit A, Section 8. – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per, Exhibit A Section 8. – Use of Chemicals. Any changes to said list shall be reported per Exhibit A, Section 8. – Use of Chemicals.

4. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Exhibit A, Section 3 – Functions and Responsibilities and Exhibit A, Section 8. – Use of Chemicals.

19. TECHNICAL PROVISIONS – PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.

3. All pesticide applications shall be applied as directed by the Director.

4. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

5. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Exhibit A, Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Exhibit A, Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a

copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. For pesticide application reporting specifications, see Exhibit A, Section 3 – Functions and Responsibilities and Exhibit A, Section 8. – Use of Chemicals.

3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice a year, as determined by the Director.

   (b) Appropriate chemical control must be used on the following weeds.

   Bermuda Grass
   Kikuyu Grass
   Nutsedge
   Field Bindweed
   Spurge

   The aforementioned list is inclusive; other species may be added by the Director as necessary

   (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

   (a) Snails shall be controlled on a regular basis on the following plant species:

   Agapanthus africanus
   Aptenia sp.
   Gazania sp.
   Hemerocallis sp.

   (b) Snails shall be controlled on an as needed basis on all other plant material.

   (c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

   (a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

   (b) The Director may require all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

   (c) The Director may require all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

   (d) The Director may require all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

   (e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA (IF APPLICABLE)

1. Weed Control

(a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Insect and Disease Control

(a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

20. OPEN SPACE AREA (PASEO) PROVISIONS – E-2 HIDDEN SPRINGS

E. GENERAL GUIDELINES

1. The following provisions are intended to address routine maintenance of the open area (paseos) located within and throughout the residential community of Hidden Springs (E-2). Should a conflict between these Special Provisions as outlined herein and the preceding Specification Sections of this document, these Special Provisions shall prevail regarding maintenance of the open area (paseos) located within and throughout Hidden Springs (E-2). These Special Provisions DO NOT APPLY to the landscaped parkway and median areas of Hidden Springs (E-2) nor Shadow Mountain (E-16).

   (a) All open space areas shall be maintained in a condition free of unwanted plant species, as determined by the Director.

   (b) Non-woody plants, such as grasses and annual forbs shall be trimmed to a height of twenty-four (24) inches or lower at a frequency of no less than one (1) time per year, as determined by the Director.

   (c) Woody slope plantings shall be maintained in a manner that minimizes the accumulation of dead wood. This shall be accomplished by means of periodic trimming, pruning, and/or roguing, as determined by the Director.

   (d) A band of bare soil, twenty-four (24) inches in width shall be maintained per the Frequency of Service Table wherever Open Space (Paseo) areas abut residential parcels.

   (e) Newly planted and/or established tree and woody shrub plantings shall receive irrigation adequate to maintain soil moisture and plant vigor; in no case shall the interval between irrigations be greater than once per week. This work may require the use of a water tanker. Contractor shall be liable for replacement of any new or establishing plan materials lost due to Contractor's negligence, as determined by Director.

(f) Watering basins for newly planted and/or establishing tree and woody shrub plantings shall be continuously maintained and kept free of unwanted plant species until properly established, as determined by the Director.

(g) All areas damaged by erosion shall be immediately repaired to the originally intended condition and soil. Contractor shall be liable for the cost of repairing all erosion damage caused by Contractor's negligence.

(h) All areas damaged by rodent burrowings shall be immediately repaired to the originally intended condition and soil.

(i) All catch basins, drain lines, brow ditches, and lower slope swale areas shall at all times be kept clean and clear for proper drainage.

(j) Minimum flow channels shall be maintained in a manner that assures unimpeded flow of nuisance water per limits of design intent. This work may require periodic thinning/rouging of existing riparian plans, as determined by Director.

21. PROJECT LOCATION MAPS

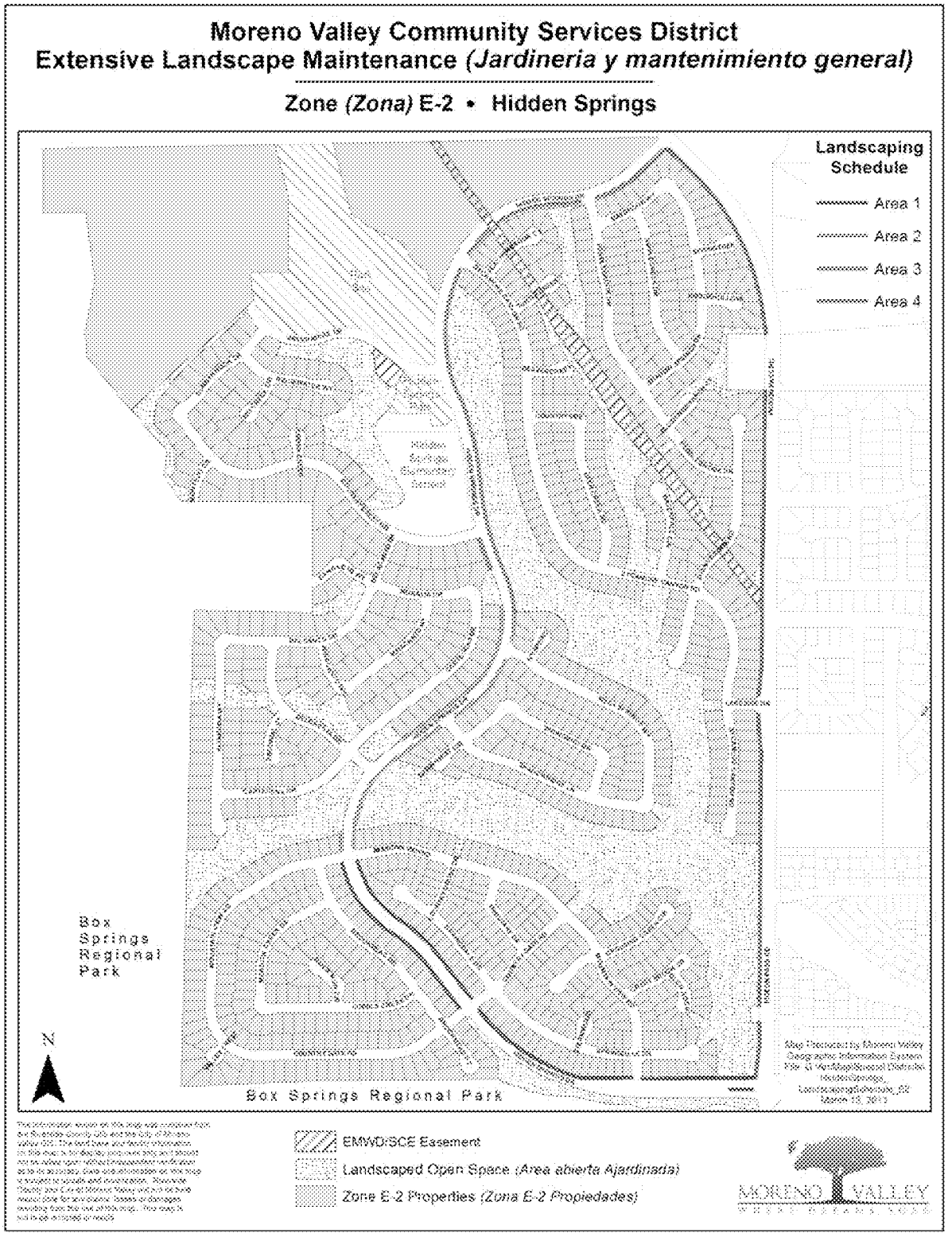

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-16 • Shadow Mountain

EXHIBIT B: District Responsibilities

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

1. CONTRACT SUPERVISION

A. The Contract shall be administered on behalf of the Chief Financial Officer/City Treasurer ~~Financial and Management Services Director~~ of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.

B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C: Payment Terms

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

1. CONTRACTOR'S COMPENSATION

A. The Contractor will be paid monthly per site based upon successful performance of the maintenance services provided in accordance with an approved service schedule for each area/site and in compliance with the terms and provisions of this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports of the following: 1) Maintenance performed, 2) Greenwaste, 3) Complaints received, 3) Hazards noted, and 4) Chemicals used in the prior month, along with 5) A detailed invoice for services in accordance with the Contract price for the work performed, which shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved.

The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to 951.413.3073.

Copies of invoices and reports will be submitted to the Special Districts Division of the Financial and Management Services ~~Public Works~~ Department at specialdistricts@moval.org. Calls may also be directed to the Special Districts Division at 951.413.3480.

B. The Contractor will obtain and keep current during the term of this Contract, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at http://www.moval.org/do_biz/biz-license.shtml.

C. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of _____ and _____/100 ($_____) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed _____ dollars and _____/100 ($_____), except as provided for in Section 2 below.

D. The Contractor agrees that City payments will be received via Automated Clearing

House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall_forms.shtml#bf.

E. The minimum information required on all invoices includes:

1. Vendor Name, Mailing Address and Phone Number

2. Invoice Date

3. Vendor Invoice Number

4. City – provided Reference Number (Project No. and Title)

5. Detailed work hours by class title (e.g. Manager, Technician or Specialist), services performed, and rates, explicit portion of a contract amount or detailed billing information is sufficient to justify the invoice amount: single or lump sum amounts without detail are not acceptable.

F. The City shall pay the Contractor for all invoiced and authorized maintenance services within thirty (30) days of receipt of invoice for the same.

G. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2, paragraph C. herein this Exhibit, in addition to the work set forth in Exhibit A, General Provisions - Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Schedule II, Section B & C or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2, paragraph B. below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

B. Notwithstanding the above requirement for prior written authorization, when a

condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the

District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in Exhibit E, Schedule II , shall be prorated from the day the Contractor commences work on the additional areas.

D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Schedule II, Section D. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).

E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of _____ ($_____) for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

A. Work required in the General or Technical Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or

reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, telephone, facsimile transmission or in writing.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the District to allow for explanations.

EXHIBIT D: Term of Contract

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

1. TERM OF CONTRACT

A. Following approval by both parties, the Contract will commence on July 1, 2013, and shall terminate June 30, 2014 (12) months thereafter.

B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.

C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.

E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

RFP NO. 12/13-10
PROJECT NO. E-2 ~~AND E-16~~/13-14
HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

I: SCHEDULE I – VENDOR INFORMATION

A. COMPANY NAME: _____

TYPE
- Sole proprietor _____
- Partnership _____
- Corporation _____

B. COMPANY ADDRESS (STREET) _____

(CITY, STATE, ZIP)_____

C. COMPANY ADDRESS (MAILING)_____

(CITY, STATE, ZIP)_____

D. BUSINESS PHONE NUMBER(with area code)_____

E. SATELLITE OFFICE ADDRESS (if applicable):

_____

_____

_____

F. SATELLITE OFFICE PHONE NUMBER _____

G. CONTRACTOR'S LICENSING INFORMATION:

1. LICENSE NUMBER/CLASSIFICATION/NAME STYLE: _____

_____

2. NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: _____
3. LICENSE EXPIRATION DATE: _____
4. CURRENT LICENSE STATUS: _____
5. PRIOR ACTIONS AGAINST THIS LICENSE? Yes / No
6. IF YES, LIST CITATION TYPE AND HOW RESOLVED: _____

_____

_____

H. .COMPANY'S FEDERAL IDENTIFICATION NO.:_____

I. NAME AND TITLE(s) OF COMPANY OFFICERS:_____

_____ _____
_____ _____
_____ _____
_____ _____

J. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES: _____

K. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: _____

L. CURRENT LANDSCAPE MAINTENANCE OPERATIONS

THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED IN ANSWER TO THIS QUESTION (QUESTION L.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

TOTAL NUMBER OF LANDSCAPE MAINTENANCE CONTRACTS: _____

PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: _____

TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: _____

_____

1. NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS: _____ AVERAGE WAGE SCALE: $_____/__*
TECHNICIANS: _____ AVERAGE WAGE SCALE: $_____/Hr.*
FOREMEN: _____ AVERAGE WAGE SCALE: $_____/Hr.*
LABORERS: _____ AVERAGE WAGE SCALE: $_____/Hr.*

*Use the fully burdened rate (i.e., taxes, insurance, benefits, OH &P) - This is a prevailing wage project.

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

A. MOTOR VEHICLES
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____

B POWER EQUIPMENT

- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____

II: REFERENCES

Attach Responses to this question on additional sheets – One sheet per reference

A. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.

B. REFERENCE RESPONSES MUST INCLUDE:

1. NAME AND ADDRESS OF AGENCY;
2. NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
3. CONTRACT NAME(S) / NUMBER(S);
4. ANNUAL CONTRACT AMOUNT(S);
5. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
6. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
6. LENGTH OF CONTRACT(S).

C. **THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:**

1. How many (number) of contracts and years under contract?
2. What are/were the Scope of the contract(s), acreage amounts, location(s)?
3. What are/were the Contract amount(s)?
4. Do/did they have adequate (quantity/quality) staffing?
5. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
6. Does staff have the ability to comprehend/speak English?
7. How are/were the appearance, uniforms, and use of safety equipment?
8. Do/did they have availability of additional personnel for extra work/special projects?
9. Is/was the equipment used in good working order?
10. Do/did they have an effective in-company communications system?
11. How is/was the knowledge of project/contract standards?
12. Do/did they have the ability to respond to complaints/requests in a timely fashion?

13. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
14. How accurate & timely is/was billing/invoicing?
15. Have Contract(s) been successfully completed to term?
16. Would you accept future proposals/bids from this company?

III: PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

A. **Facilities** – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full and comprehensive response.

1. Equipment:

2. Motor Vehicles:

3. Turf Maintenance Power Equipment/Tools:

4. **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**
(List both powered and hand equipment/tools)

5. **Irrigation System Maintenance Equipment:**
(List both powered and hand equipment/tools)

6. **Fertilizer Application Equipment:**
(List both powered and hand equipment/tools)

7. **Pesticide Application Equipment:**
(List both powered and hand equipment/tools)

C. **Staff**: - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**
(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

2. **Tree Trimming/Maintenance:**
(List any ISA or equivalent certified personnel)

3. **Irrigation System Maintenance:**
(List technical personnel – include any relevant education, certification, licensing information for each person listed)

4. **Pesticide Application:**
(List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.)

IV: PROPOSED PROJECT WORK SCHEDULES

Pages 73-76 contain blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed scheduled for performing the services as describe in Exhibit A. For those services listed under the Technical Provisions found in Exhibit A, Sections 17, A., C., D., E., and G.; 18 A. and B.; and 19 C. 1 (a), refer to the FREQUENCY OF SERVICE TABLE located in Exhibit E, Section V., A Parkways and Medians for **Service Schedule Level 1**, and B Open Spaces (Paseos) **for Service Level 4** on page 77. Use additional sheets as necessary to provide a full and comprehensive response on each of the schedule sheets.

If selected, the awarded Contractor will provide the CSD, within 30 days after contract execution, a mapped work schedule for E-2 ~~and E-16~~. Sample mapped work schedules have been provided for reference.

A. MONTHLY SCHEDULE SHEET

1. List all tasks specified to be performed on a weekly or monthly basis for the E-2 ~~and E-16~~ area~~s~~ in the box corresponding to the day of the week/month the work is proposed to be performed.

2. Be sure to include administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

B. ANNUAL SCHEDULE SHEET

1. List all tasks specified to be performed for the E-2 ~~and E-16~~ area~~s~~ at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which the work is proposed to be performed.

2. Be sure to include any administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

E-2 MONTHLY SCHEDULE SHEET

PARKWAYS – SERVICE SCHEDULE LEVEL 1

OPEN SPACE (PASAEOS) – SERVICE SCHEDULE LEVEL 4

PROPOSED PROJECT WORK SCHEDULES

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1				
WEEK #2				
WEEK #3				
WEEK #4				

~~E-16 MONTHLY SCHEDULE SHEET~~

~~SERVICE SCHEDULE LEVEL 1~~
~~PROPOSED PROJECT WORK SCHEDULES~~

~~MONDAY~~	~~TUESDAY~~	~~WEDNESDAY~~	~~THURSDAY~~	~~FRIDAY~~
~~WEEK #1~~				
~~WEEK #2~~				
~~WEEK #3~~				
~~WEEK #4~~				

E-2 ANNUAL SCHEDULE SHEET

PARKWAYS – SERVICE SCHEDULE LEVEL 1

OPEN SPACE (PASAEOS) – SERVICE SCHEDULE LEVEL 4

PROPOSED PROJECT WORK SCHEDULES

JANUARY	**FEBRUARY**	**MARCH**
APRIL	**MAY**	**JUNE**
JULY	**AUGUST**	**SEPTEMBER**
OCTOBER	**NOVEMBER**	**DECEMBER**

~~E-16 ANNUAL SCHEDULE SHEET~~

~~SERVICE SCHEDULE LEVEL 1~~
~~PROPOSED PROJECT WORK SCHEDULES~~

~~JANUARY~~	~~FEBRUARY~~	~~MARCH~~
~~APRIL~~	~~MAY~~	~~JUNE~~
~~JULY~~	~~AUGUST~~	~~SEPTEMBER~~
~~OCTOBER~~	~~NOVEMBER~~	~~DECEMBER~~

V: FREQUENCY OF SERVICE TABLES

A. PARKWAYS AND MEDIANS

Service Type	Service Schedule Level 1 (4 Week)	Service Schedule Level 2 (8 Week)	Service Schedule Level 3 (12 Week)
17.A. Turf Care[1]			
Mow/edge/trim	Weekly	Every other week	Every other week
Aeration	Bi-annually (Spring & Fall)	Bi-annually (Spring & Fall)	Annually (Spring)
17.C. Shrub Care			
Prune/trim	Monthly	6x's per year	4x's per year
17.D. Ground Cover			
Prune/trim	Monthly	6x's per year	4x's per year
17.F. 2. Irrigation	Weekly	Weekly	Weekly
17.E. Weed Control			
Weed control	Monthly	6x's per year	4x's per year
17.G. Debris/Litter			
Debris/Litter removal	Weekly	Every other week	Monthly
18.A. Turf Fertilization[1]	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)
18.B. Shrub/Ground Cover Fertilization	2x's per year (April & Sept.)	2x's per year (April & Sept.)	1x per year (April)
19. C. 1. (a) Pre-Emergent Ground covers, shrubs & trees - Pesticide usage criteria[2]	2x's per year (Spring & Fall)	2x's per year (Spring & Fall)	2x's per year (Spring & Fall)
Exhibits G & I Reports	Monthly	Monthly	Monthly
Exhibit H Report	Weekly	Weekly	Weekly

[1]As of the preparation of this Contract, no Turf areas are located within the E-2 Hidden Springs community ~~or E-16 Shadow Mountain communitie~~s. This Specification is consistent with CSD landscaped service areas having Turf. Should E-2 or ~~E-16~~ add and/or remediate parkway or median locations to include Turf this Specification shall apply.

[2] Specification of month to be approved by Director in advance of application.

B. OPEN SPACE (PASEOS)

Service Schedule Levels	Service Type
Level 1 - (Monthly)	Monthly Maintenance includes: ▪ Weekly irrigation monitoring. ▪ Monthly - Shrub trimming and clearing from trails and fences. ▪ Monthly - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One annual weed abatement.
Level 2 - (Every Other Month)	Every Other Month Mainteance includes: ▪ Monthly irrigation monitoring. ▪ Every Other Month - Shrub trimming and clearance from trails and fences. ▪ Every Other Month - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One Annual weed abatement.
Level 3 - (Quarterly)	Quarterly Maintenance includes: ▪ Monthly irrigation monitoring. ▪ Quarterly - Shrub trimming and clearing from trails and fences. ▪ Quarterly - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One Annual weed abatement.
Level 4 - (Annually)	Annual Maintenance includes: ▪ Monthly irrigation monitoring. ▪ Annual - Clearance to maintain a 24' width of clearance of open space abutting residential parcels. ▪ One Annual weed abatement.

FREQUENCY OF SERVICE TABLES (continued)

_____
(Sign here)

By signing, I hereby acknowledge review of the aforementioned Frequency of Services and have incorporated reference of the frequencies in the Bid Schedule, including the Optional Bid Schedule, and the proposed monthly and annual schedule sheets for the services to be provided consistent with the terms of this Contract.

SAMPLE SERVICE SCHEDULES

A. E-2 - 4 WEEK ROTATION (Service Schedule Level 1)

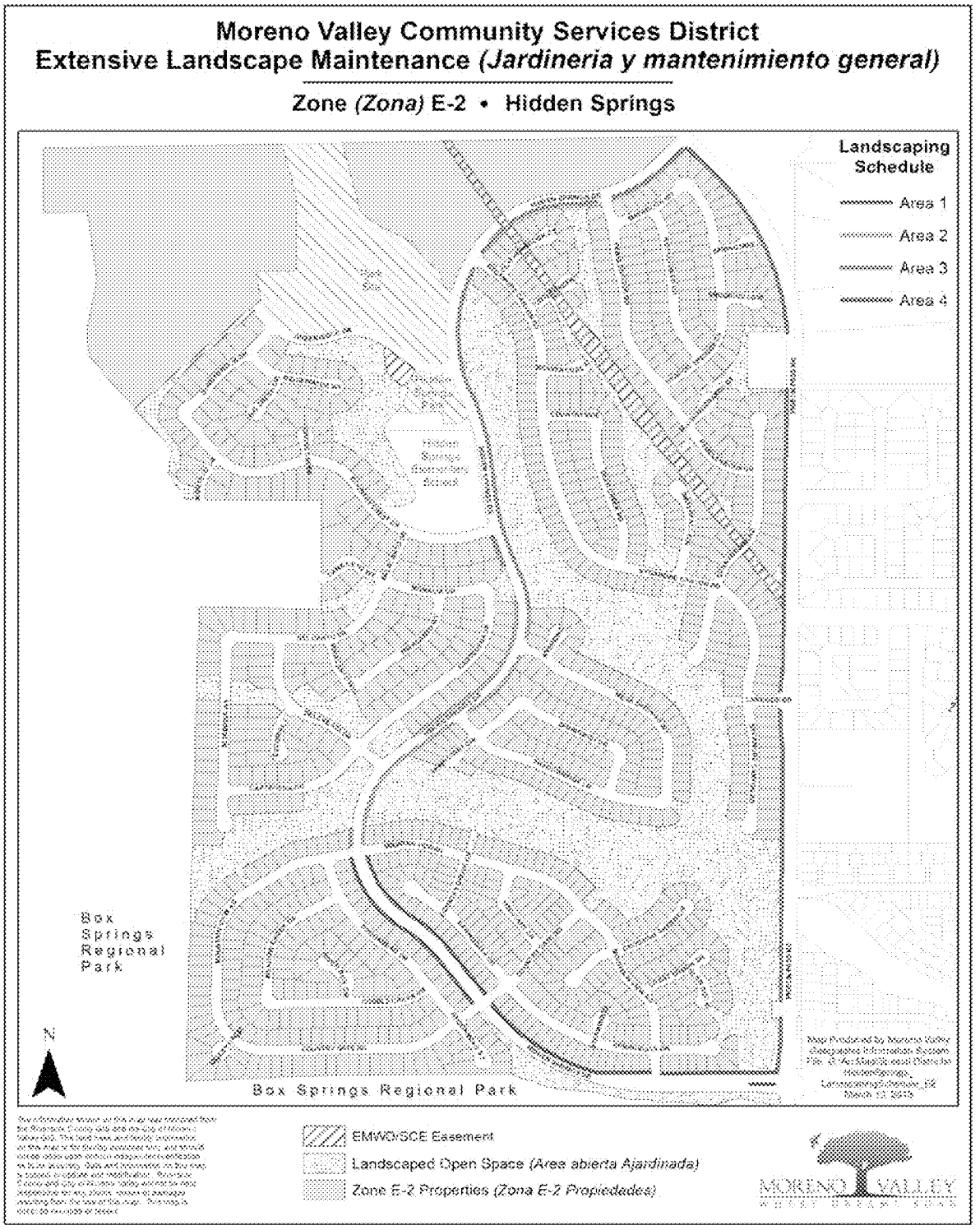

B. E-2 - 8 WEEK ROTATION (Service Schedule Level 2)

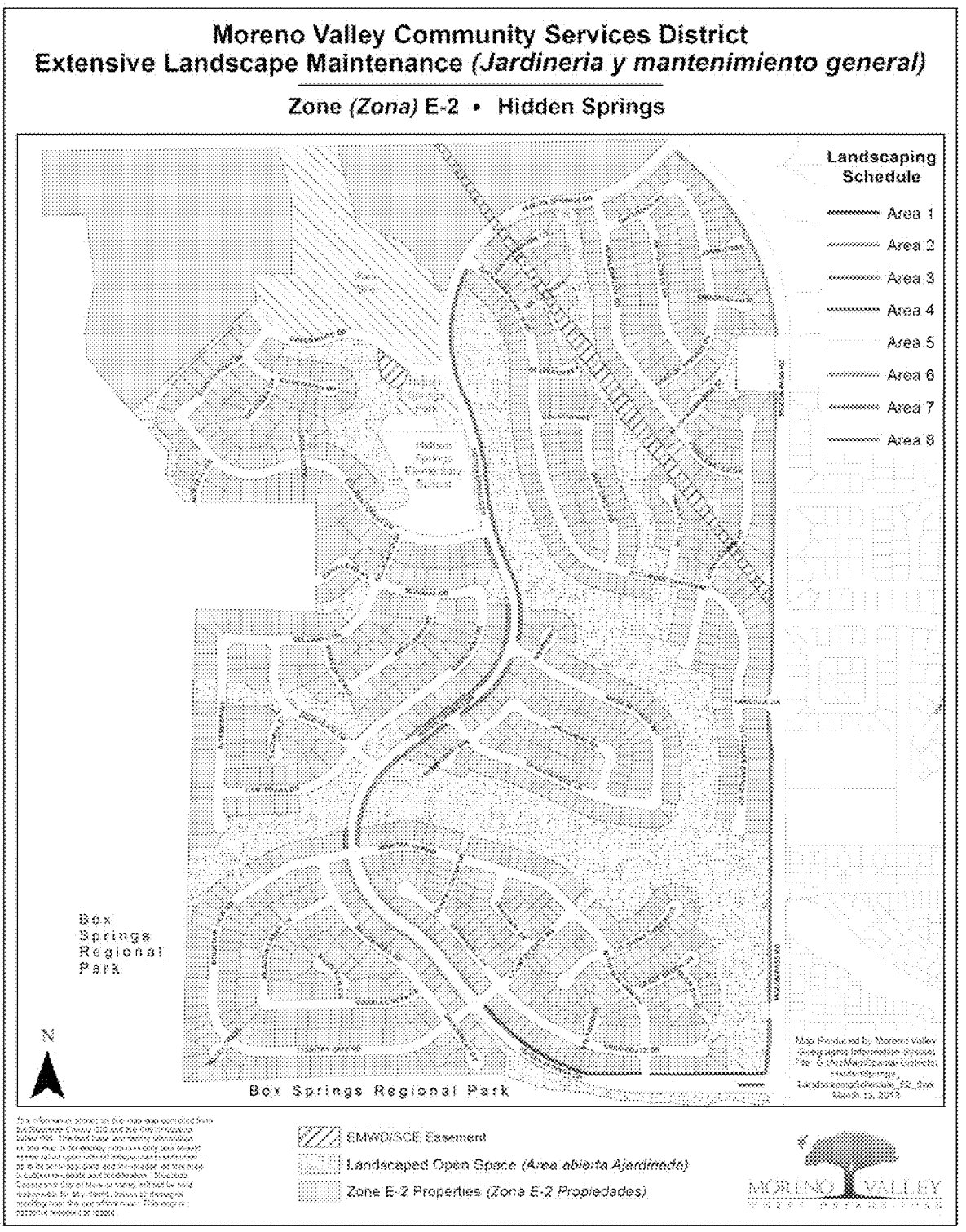

C. E-2 - 12 WEEK ROTATION (Service Schedule Level 3)

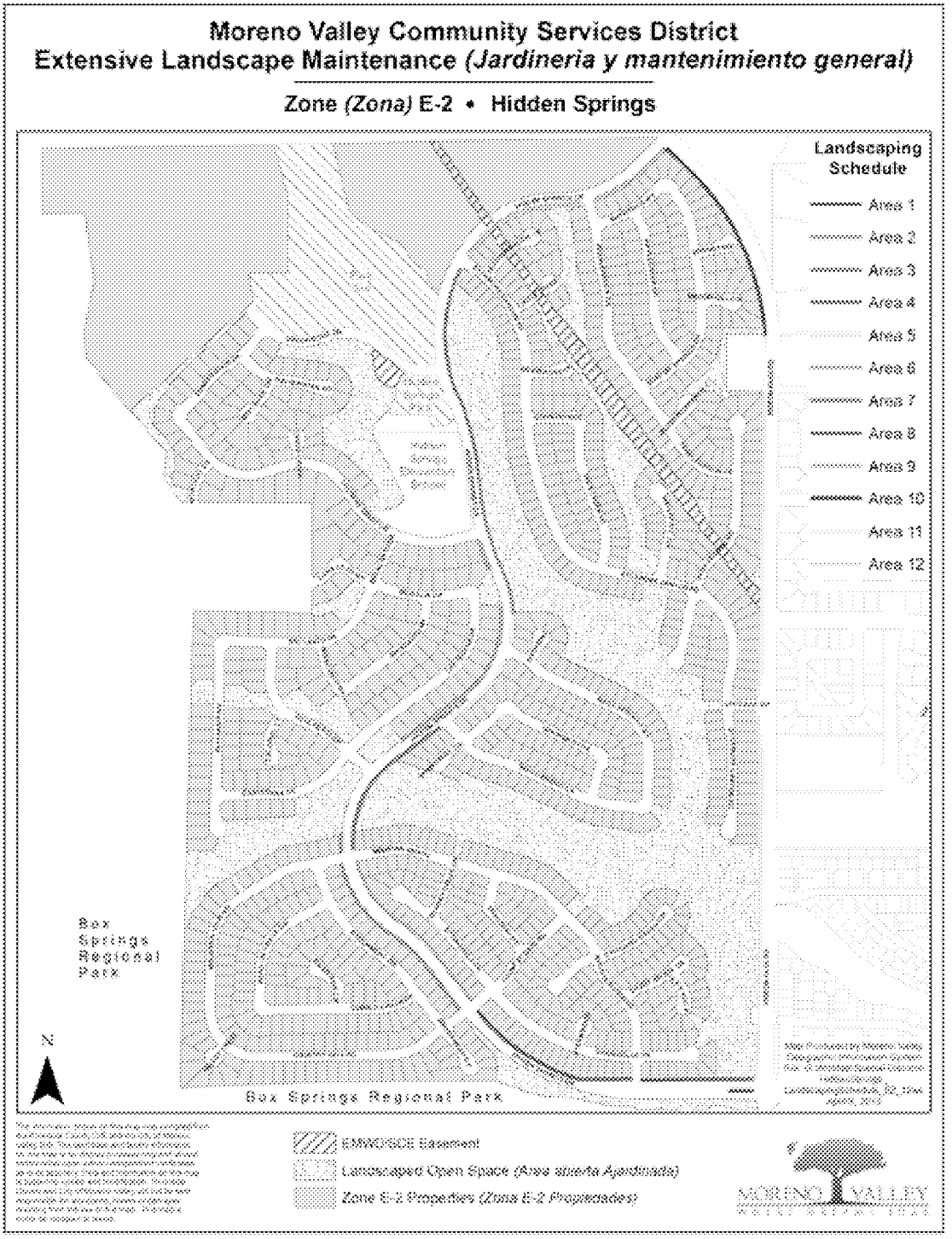

~~**D. E-16**~~

~~The E-16 area shall be maintained at the frequency of every 4 weeks (service schedule level 1), 8 weeks (service schedule level 2), or 12 weeks (service schedule level 3).~~

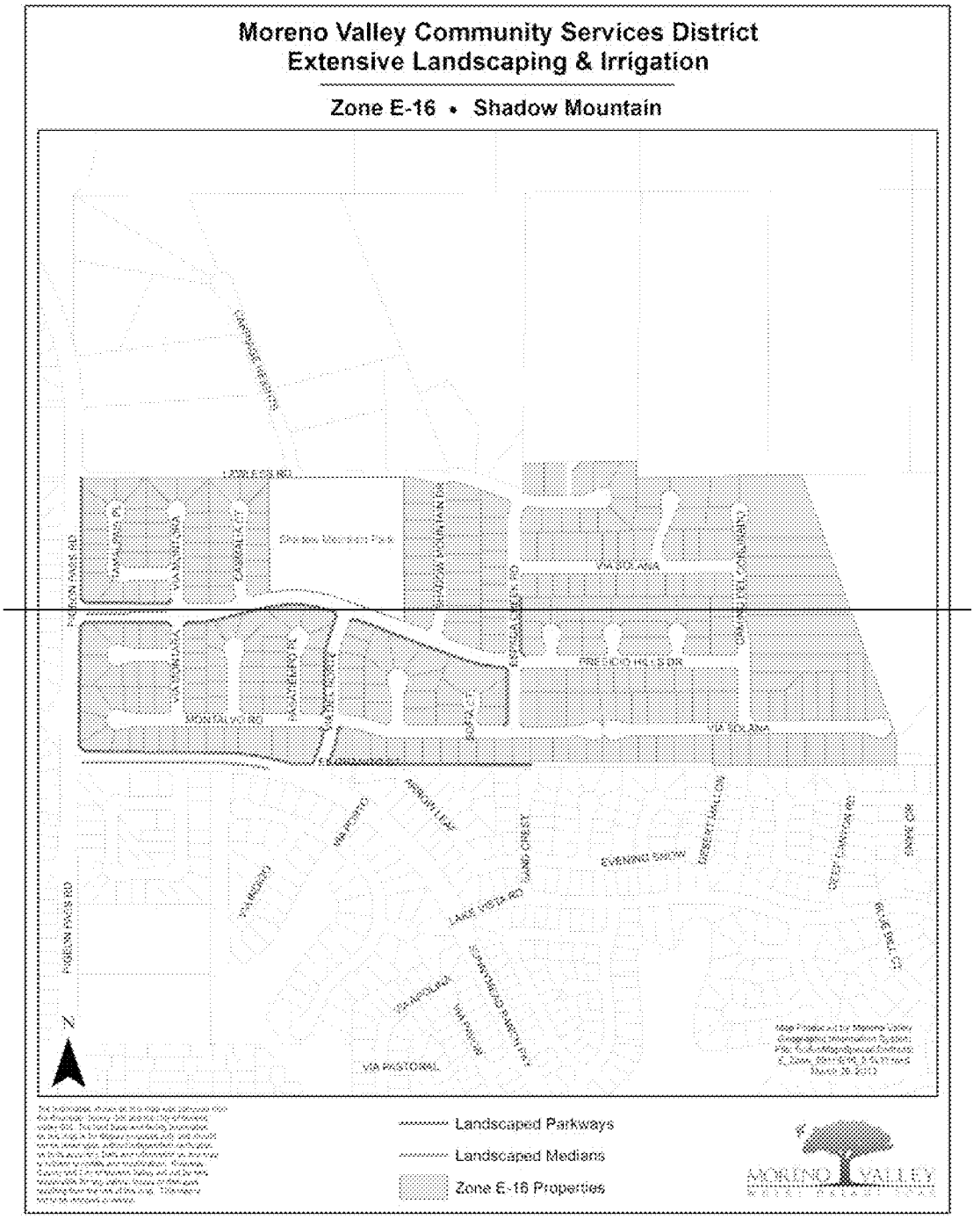

VII. PROPOSED ANNUAL MATERIAL SCHEDULE

A. Fertilizers:

List the fertilizers to be furnished to execute work tasks specified in Exhibit A. Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST

B. Pesticides:

List pesticides to be furnished to execute work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST

VIII. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

A. Communications:

The General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Scope of Services specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

B. Traffic Safety:

The General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

C. Greenwaste Recycling:

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

IX. LIST OF SUBCONTRACTORS

A. SUBCONTRACTORS:

In compliance with the provisions of Government Code, Section 4102, the undersigned Proposer sets forth the name and location (address) of the place of business of each subcontractor who will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work

X. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE _____

PRINTED NAME _____

TITLE _____

COMPANY NAME _____

DATE _____

XI. PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the Moreno Valley Community Services District and _____, and further, the aforesaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind _____ to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT (PRINTED), SIGNED AND DATED

SIGNATURE _____

NAME _____

TITLE _____

COMPANY NAME _____

DATE _____

I. SCHEDULE II

BID SCHEDULE

PROPOSER: _____
(Company Name)

A. SERVICE SCHEDULES:

1. E-2 (Hidden Springs) ~~& E-16 (Shadow Mountain)~~ Parkways & Medians - Current Service – Level 1

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 LANDSCAPED PARKWAYS & MEDIANS	Planter:265,280 sq. ft.	$	$	$
~~E-16 LANDSCAPED PARKWAYS & MEDIANS~~	~~Planter:118,002 sq. ft.~~	~~$~~	~~$~~	~~$~~
PARKWAYS & MEDIANS TOTAL		$	$	$

2. E-2 (Hidden Springs) Open Space (Paseos) - Current Service –Service – Level 4

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 OPEN SPACE (PASEOS)	Planter:3,308,892 sq. ft.	$	$	$
OPEN SPACE (PASEOS)TOTAL		$	$	$

E-2 ~~& E-16~~ Landscaped Parkways & Medians and E-2 Open Space (Paseos) TOTAL AMOUNT OF SERVICE	$	$	$

The Total Amount of the Service shall be the combined total cost for twelve (12) months of service based upon the totals in A. 1. E-2 (Hidden Springs) ~~and E-16~~ Parkways and Medians – Service Schedule Level 1 and A. 2 E-2 (Hidden Springs) Open Space (Paseos) –Service Schedule Level 4 as listed on the preceding page:

Figures: _____and _____/100's Dollars

Words: _____ and _____/100's Dollars

All work shall be performed in accordance with the terms and conditions of this Independent Contractor Agreement, which includes all General and Technical Provisions as outlined herein for the Full or Reduced Services. Any modification to the number of occurrences for any service shall be made per written direction by the District. Service occurrences may be modified with 30 days advance written notice by the District.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway, irrigation, and landscaping as set forth in Exhibit A of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s)._____ has/have been received and is/are made a part of this proposal.

_____ _____
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

B. OPTIONAL SERVICE LEVELS

1. E-2 (Hidden Springs) ~~& E-16 (Shadow Mountain)~~ Parkways & Medians

- **Service Schedule Level 2 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 LANDSCAPED PARKWAYS & MEDIANS	Planter:265,280 sq. ft.	$	$	$
~~E-16 LANDSCAPED PARKWAYS & MEDIANS~~	~~Planter:118,002 sq. ft.~~	~~$~~	~~$~~	~~$~~

- **Service Schedule Level 3 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 LANDSCAPED PARKWAYS & MEDIANS	Planter:265,280 sq. ft.	$	$	$
~~E-16 LANDSCAPED PARKWAYS & MEDIANS~~	~~Planter:118,002 sq. ft.~~	~~$~~	~~$~~	~~$~~

2. E-2 (Hidden Springs) Open Space (Paseos)

- **Service Schedule Level 1 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 OPEN SPACE (PASEOS)	Planter:3,308,892 sq. ft.	$	$	$

PROPOSER: _____
(Company Name)

_____ _____
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

OPTIONAL SERVICE LEVELS (Continued)

E-2 (Hidden Springs) Open Space (Paseos)

- **Service Schedule Level 2 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 OPEN SPACE (PASEOS)	Planter:3,308,892 sq. ft.	$	$	$

- **Service Schedule Level 3 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 OPEN SPACE (PASEOS)	Planter:3,308,892 sq. ft.	$	$	$

PROPOSER: _____
(Company Name)

_____ _____
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

C. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work and Routine Irrigation Repair shall include, but are not limited to, those situations where Additional Work may be required, as referenced in Exhibits A and C.

UNIT PRICES (Includes all labor and materials)

1. 1 gal. shrub/vine/ground cover in place	@	$_____	ea
2. 5 gal. shrub/vine/ground cover in place	@	$_____	ea
3. 5 gal. tree in place (stakes included)	@	$_____	ea
4. 15 gal. tree in place (stakes included)	@	$_____	ea
5. 24" box tree in place (stakes included)	@	$_____	ea
6. 36" box tree in place (guy wires included)	@	$_____	ea
7. Flat of ground cover in place	@	$_____	ea
8. Fertilizer application	@	$_____	ea
9. Planter bed mulch in place	@	$_____	/cu. yd
10. Additional labor	@	$_____	/man hour
11. Additional Irrigation Technician	@	$_____	/man hour

PROPOSER: _____
(Company Name)

_____ _____
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

D. ROUTINE IRRIGATION REPAIR PRICES

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

1. Irrigation repair parts for routine repairs @ cost plus _____%

2. Unit prices for Additional Work (additional landscape areas) per Exhibit C, Section 2.

   A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable).
   $_____/sq. ft./mo.

   B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable).
   $_____/sq. ft./mo.

3. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: _____
(Company Name)

_____ _____
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

II. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, (Schedule II) A. "Bid Schedule"):

_____
(Dollar Amount in Words)

$_____
(Dollar Amount in Figures)

Date: _____

Proposer: _____
(Company Name)

By: _____
(Signature)

Title: _____

State License Number and Classification: _____

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF _____

PRESIDENT_____

(Corporate Seal)

SECRETARY_____

III. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is a cashier's check, a certified check, or a Proposal Surety Bond for_____, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated _____

Signature of Proposer _____

By _____

Address of Proposer _____

_____

Telephone Number of Proposer (____) _____

Names and Addresses of Members of the Company:

_____

_____

(If a Corporation)

Signature of Proposer _____

By _____

Title _____

Business Address _____

_____

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of _____

State License Number and Classification _____

PRESIDENT _____

SECRETARY _____

TREASURER _____

(Corporate Seal)

IV. PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____, as

principals, and_____, a duly

authorized corporate surety: Business Address_____

_____,

Phone (___)_____, are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of _____Dollars, ($_____), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly, and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about to hand in and submit to the Board of Directors of the Moreno Valley Community Services District, a proposal for **PROJECT NO. E-2 ~~AND E-16~~/13-14 -, HIDDEN SPRINGS (E-2) ~~AND SHADOW MOUNTAIN (E-16)~~ MAINTENANCE OF PARKWAY, MEDIAN & OPEN SPACE LANDSCAPING AND IRRIGATION**, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said Board of Directors, and if the said principal shall fail or neglect to enter into a Contract therefore within the required time, then in that case the undersigned obligors will pay to the Moreno Valley Community Services District the full sum of _____Dollars,

($_____), as liquidated damages for such failure and neglect.

WITNESS our hands this_____day of_____,20_____.

(SIGNATURE PAGE FOLLOWS)

Proposal Surety Bond (cont.)

PRINCIPAL	CORPORATE SURETY
Name:_____	Name:_____
Address:_____	Address:_____
_____	_____
Tel. No.:_____	Tel. No.:_____
By:_____	By:_____ Attorney-in-Fact

SIGNING INSTRUCTIONS

- **The Bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.**
- **The Bond shall include attached Notary Certificates for the Attorney-in-Fact and the Principal.**
- **The Bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).**
- **The Bond shall include the address at which the Principal and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).**

If any of the above items are omitted, the proposal will be considered non-responsive and will be rejected.

V. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF)§

(NAME)_____, affiant being first duly sworn, deposes and says:

That he or she is_____ of
(sole owner, partner or other proper title)

_____
(Contractor)
the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name:_____

Bidder's Address:_____

_____

Telephone No.: (_____)_____

_____ _____
(Signature of Bidder) (Title)

ALL SIGNATURES MUST BE NOTARIZED

EXHIBIT F: PREVAILING WAGE DETERMINATION

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

DETERMINATION: SC-LML-2008-1
ISSUE DATE: February 22, 2008
EXPIRATION DATE OF DETERMINATION: December 31, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

		Employer Payments					Straight-Time		Overtime
LOCALITY:	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2X
Imperial	$8.00	-	-	[a] 0.115	0.17	-	8	[b] 8.285	[b] 12.285
Inyo, Mono and San Bernardino	8.00	-	-	0.30	0.17	-	8	8.47	12.47
Kern	8.00	-	-	[c] 0.16	0.17	-	8	[b] 8.33	[b] 12.33
	10.00	-	-	[d] 0.27	0.46	-	8	[b] 10.73	[b] 15.73
Los Angeles	8.00	0.89	-	[e] 0.115	0.14	-	8	[b] 9.145	[b] 13.145
Orange	8.00	-	-	[f] 0.11	0.11	-	8	[b] 8.22	[b] 12.22
Riverside	8.00	-	-	[g] 0.20	0.16	-	8	[b] 8.36	[b] 12.36
San Diego	8.00	-	-	0.22	0.115	-	8	8.335	12.335
	8.00	-	-	0.24	0.12	-	8	8.36	12.36
San Luis Obispo	8.00	-	-	[h] 0.15	0.15	-	8	8.30	12.30
	8.00	-	-	[i] 0.16	0.16	-	8	8.32	12.32
Santa Barbara	8.00	-	-	[h] 0.12	0.12	-	8	[b] 8.24	[b] 12.24
	8.00	-	-	[j] 0.13	0.13	-	8	[b] 8.26	[b] 12.26
Ventura	8.00	-	-	0.115	0.16	-	8	8.275	12.275
	8.00	2.87	-	[j] 0.19	0.26	-	8	[b] 11.42	[b] 15.42

Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

[a] $0.22 after 3 years of service.
[b] Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
[c] $0.31 after 2 years of service.
[d] $0.54 after 2 years of service: $0.81 after 3 years of service.
[e] $0.24 after 3 years of service: $0.37 after 7 years of service.
[f] $0.22 after 4 years of service.
[g] $0.40 after 3 years of service.
[h] $0.23 after 2 years of service.
[i] $0.27 after 2 years of service.
[j] $0.38 after 3 years of service.
[k] $0.29 after 2 years of service.
[l] $0.31 after 2 years of service.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Travel and subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

18C

EXHIBIT G: MONTHLY LANDSCAPE SERVICES REPORT FORM

MONTHLY LANDSCAPE SERVICES REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT

PROJECT NO._____ MONTH OF _____, 20___

MAINTENANCE • DATE(S) • AREA • SERVICE TYPE: MOW/EDGE TRIM/PRUNE-WEED LITTER-IRRIGATION ETC.	FERTILIZER • DATE(S) • AREA • PRODUCT/ANALYSIS • AMOUNT/AREA • CROP	PESTICIDES • DATE(S) • PRODUCT USED • AMOUNT USED • AREA • TARGET PEST	COMPLAINTS • DATE(S) RECEIVED • AREA/LOCATION • COMPLAINT/ACTION • DATE CORRECTED • CORRECTIVE ACTION	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED • CORRECTIVE ACTION
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

EXHIBIT H: WEEKLY IRRIGATION REPORT FORM

WEEKLY IRRIGATION REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT

CONTROLLER NO. _____ FOR MONTH OF _____, 20___

STATION NO. _____ PROJECT NO._____

	DATE(S) CHECKED	PROBLEM(S) IDENTIFIED	CORRECTIVE ACTIONS • DATE CORRECTED • CORRECTIVE ACTION DETAILS	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

EXHIBIT I: GREENWASTE REPORT FORM

MORENO VALLEY COMMUNITY SERVICES DISTRICT
-MONTHLY GREENWASTE REPORT-
FOR

MONTH:_____YEAR:_____

1. **Source of greenwaste (Project No./Location):_____**

   _____

2. **Amount of greenwaste generated from above source (by weight):**
   _____LBS. –or- TONS.

3. Name, address, and phone number of recycle accepting greenwaste:

   - **Company Name:_____**
   - **Address: _____**

     _____
   - **Phone Number: (_____)_____**

4. **Amount of greenwaste-source products (mulch, compost, top dressing, and soil amendments, etc.) furnished to Project (by weight):**

   _____LBS. -or- TONS.

5. **Name, address, and phone number of recycle supplying greenwaste-source products to Project (if different from No. 3 above):**

   _____

   _____

   _____

6. **Number of times turf mowed this month:_____**

7. **Number of times turf mowed without clippings caught:_____**

CONTRACTOR:_____

ADDRESS:_____

PHONE:_(_____)_____

MINUTES - REGULAR MEETING OF JUNE 25, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00211404

MINUTES - REGULAR MEETING OF JUNE 25, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00211406

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: July 9, 2013

TITLE: PUBLIC HEARING TO CONSIDER FEE SCHEDULE FOR FISCAL YEAR 2013-14

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a Public Hearing to receive public input on the proposed Fee Schedule for Fiscal Year 2013-14.

2. Adopt Resolution No. 2013-25, approving the Fee Schedule for Fiscal Year 2013-14.

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Finance Sub-Committee of the City Council recommends that the City Council adopt the proposed resolution approving the Fee Schedule for Fiscal Year 2013-14.

BACKGROUND

The guiding principle behind user fee cost recovery, as established in the California Government Code, is that a jurisdiction is entitled to recover the estimated reasonable cost of providing a service for which a fee is charged, but not to recover more than its estimated reasonable cost. The City's Fee Schedule is based upon this principle.

In 2005, a comprehensive review of the City's user fee structure and cost recovery policies was conducted with the assistance of the consulting firm DMG-Maximus. Building & Safety fees were excluded from this review and are based on an earlier study conducted by DMG-Maximus in 1999. One of the major policy decisions approved by

the City Council in 1999, and which has continued to the present, is to adjust user fees each year based on the year-over-year change in the Consumer Price Index (CPI), All Items, for Los Angeles-Riverside-Orange County. This policy of adjusting fees based on the annual change in CPI provides a mechanism for user fees to be adjusted annually to keep pace with inflationary cost increases incurred by the City without the need for a comprehensive review of fees each year.

It is anticipated that a new fee cost study will be conducted during Fiscal Year 2014 after the completion of a new cost allocation plan. This will provide accurate overhead cost allocation rates which will reflect the current organization structure and activity levels to ensure that full cost recovery is achieved by the City's fee structure.

DISCUSSION

Although the City's user fees, in general, are adjusted based on the annual change in CPI, the annual process for establishing the recommended Fee Schedule provides City departments the opportunity to recommend other actions, as appropriate, with respect to their fees. Department fee recommendations may include a number of different actions including the following:

1. Adding new fees as recommended;

2. Deleting certain fees that are no longer applicable;

3. Moving a certain fee from one department/program to another to reflect changes in program oversight;

4. Revising a fee description to more accurately reflect the nature of the service provided;

5. Recommending a fee adjustment different than CPI if the cost of providing the service has materially changed in the past year; and

6. Recommending a different methodology for charging a given fee to achieve more equitable cost recovery.

In order to ensure consistency among departments, all new fees or fees that are proposed to increase are based on a uniform cost analysis methodology. All fees have been increased by the growth in the Consumer Price Index (CPI) with the exception of any new fees created after November 2, 2010. With the passage of Proposition 26, fees created after November 2, 2010, cannot be increased automatically by CPI. Fees subject to this provision are identified with "See Note 1" in the comment section of the Fee Schedule. If fees were increased by some other factor or if divisions requested that fees not be increased by CPI, a comment will be shown in the comments column identifying this activity. All proposed fee additions, deletions or revisions other than those resulting from the application of the CPI factor have been identified in red text and

the description of the modification will be shown in the comments column to make them more easily identifiable.

The increase in the CPI applied to existing fees is 2.0%. This factor was developed from data released by the Bureau of Labor Statistics (BLS) for the Los Angeles-Riverside-Orange County region and reflects the average growth in the CPI over the twelve month period of December 2011 through November 2012. A twelve month average was used to reduce the impact from spikes that may occur during any given month.

Other revisions to the fee schedule include the following:

Administrative Services

The fees related to dog adoption were left unchanged. This is based on the direction of the City Council to maintain dog adoption fees at levels consistent with other jurisdictions.

Community and Economic Development Department / Building and Safety Division

- The following fees were not increased by CPI but were set to match the fully burdened average hourly rate:
  - Demand Letter
  - Updated Demand Letter
  - Replacement Lien Release

- The following new fees were added:
  - Replacement Job Card
  - Transfer of Issued Permit to New Applicant with Job Card
  - Special Inspector Registration
  - Address Assignment
  - Alternate Means, Methods or Materials Review
  - Counter Plan Check/Site Plan Approval
  - Plan Check (Accessibility, Green Code & Energy Code)
  - Plan Check Solar SV System
  - Plan Check/Permit Extension
  - Revision of Approved Plans
  - Inspections (Accessibility, Green Code, & Energy Code)
  - Training Surcharge (AB 717)
  - Document Archive
  - Technology Maintenance Fee

Community and Economic Development Department / Land Development Division

Fees which represent the cost of the review process performed by both Land Development and Planning staff have been consolidated. This activity does not result in any increase in cost to the developers. The specific fees that will be consolidated are:

- Lot Line Adjustment
- Certificate of Parcel Merger
- Certificate of Compliance
- Conditional Certificate of Compliance
- Parcel Map Residential & Commercial
- Amended Parcel Map Residential & Non-Residential
- Amended Tract Map
- 4th and Subsequent Reviews
- Subdivisions & Custom Homes
- Tract Maps & Non-Subdivisions
- Revisions (Mass/Rough Grading Plans)
- Stockpile/Borrow Site Plans
- Revisions (Stockpile/Borrow)
- Precise Grading Plan Check Parcel Maps
- Precise Grading Plan Check Tract Maps
- Precise Grading Plan Non-Subdivisions
- Precise Grading Plan Revisions (Precise Grading Plans)

- Added NPDES Construction Inspection Invoice Processing Fee
- Added NPDES Business Inspection Invoice Processing Fee
- Advanced Energy categories have been expanded to better represent potential future street light installations.

Community and Economic Development Department / Planning Division

- The "Fully Burdened Hourly Rate" is being increased from $168.00 to $176.00.
- Fees have been recalculated to capture the cost of the review process performed by Building & Safety and Special Districts Division staff. These services have been provided in the past but were not included in the fee calculation that was charged. Specific fees that will be increased to include these cost components:
  - Conditional Use Permit
  - Conditional Use Permit Amended CUP/Substantial Conformance
  - Custom Home Review
  - Environmental Review-Expanded Initial Study/Expanded Project Review
  - Plot Plan
    - With Hearing
    - Without Hearing (notice)
    - Without Hearing (no notice)
    - Amended Plot Plan/Substantial Conformance
  - Temporary Use Permits
- Added DIF Processing Fee

Financial & Management Services Department / Special Districts Division

Added a notation that Mail Ballot/Special Elections Processing fees will include any associated 3rd party costs.

Fire

- The following fees are being added:
  - Alarm-Fire Monitoring (Plan Check & Inspection)
  - Photovoltaic Systems (Plan Check & Inspection)
  - Hazardous Materials (Plan Check & Inspection)
  - Welding & Cutting (Plan Check & Inspection)
  - Multi-Family Housing Residential Inspection (This fee has been reviewed and approved by the Public Safety Sub-Committee)

Parks & Community Services

- The following fees are being added:
  - Athletic Field Lighting – Adult Groups at Moreno Valley Community Park
  - Over 4 Hour Play – Field Preparation Weekends
  - Golf Course:
    - Adult 18 Holes Twilight Rate (after 2PM)
    - Adult 9 Holes Twilight Rate (after 2PM)
    - Seniors 55 & Over 18 Holes Twilight Rate (after 2PM)
    - Seniors 55 & Over 9 Holes Twilight Rate (after 2PM)
    - Students Under 18 -18 Holes Twilight Rate (after 2PM)
    - Students Under 18 - 9 Holes Twilight Rate (after 2PM)
    - Students Under 18 -18 Holes (Weekends, Holiday, Tournament)
    - Students Under 18 - 9 Holes (Weekends, Holiday, Tournament)
    - Replay for Additional 9 Holes
    - Punch Cards
      - Adults, Seniors & Students
        - Ten 9-Hole Rounds (Any Day)
        - Ten 18-Hole Rounds (Mon-Fri)
        - Ten 18-Hole Rounds (Any Day)
  - Facility Rental
    - Fees have been added for the Cottonwood Banquet Room
- The following fees are being deleted:
  - Locker Rentals
  - Youth After School Cards
  - Monthly Cards: Family of 4

Police

- The following fees are revised to match the current contract:
  - Police Services at Public Event
    - Police Sergeant
    - Police Officer

        - Community Services Officer
- The following fees are being revised to reflect the current Business & Professions Code
    - Second Hand Dealers License (Initial & Renewal)

Public Works Department / Maintenance & Operations Division

Public Works Department, Maintenance & Operations Division, Solid Waste & Recycling Program is proposing an ordinance to institute illegal hauling prohibitions which will result in the need for additional fees to be included in the FY13/14 Fee Schedule. The following fees are related to the costs for the City's franchise waste hauler to haul and store illegal bins for a maximum of 30 days:

- Confiscation of Bin
    - Hauling & Disposal
    - Storage

Fee Schedule Implementation

The proposed updates to the Fee Schedule will occur in a two-cycle process. Non-development related fees become effective on Monday, July 15, 2013. Development related fees will become effective Monday September 9, 2013. Development related fees would be considered fees related to Planning, Building & Safety, Land Development, Special Districts and Fire. This will meet the 60 day waiting period required by the Government Code Section 66016-17 for development related fees.

ALTERNATIVES

The following alternatives are available to the City Council:

1. Following the public hearing, adopt Proposed Resolution, approving the proposed Fee Schedule for FY 2013-14.

2. Following the public hearing, modify the proposed Fee Schedule prior to adopting Proposed Resolution.

3. Provide staff with further direction.

Staff recommends Alternative No. 1.

FISCAL IMPACT

User fees included in the City's Fee Schedule generate revenues that enable the City to provide a wide variety of services requested by our constituents. For FY 2013-14, these revenues are projected to be approximately $13 million, which includes the General Fund and various zones in the Community Services District (CSD).

CITY COUNCIL GOALS

Revenue Diversification and Preservation: Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

SUMMARY

It has been City Council's policy to adjust user fees annually to reflect changes in the Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County region. The applicable CPI has increased by 2.0% in the past year and most fees have been adjusted to reflect this increase. Other fee adjustments are recommended, where appropriate, to better reflect the City's actual cost of providing the applicable service, to achieve more equitable cost recovery, or to clarify how fees are applied. It is anticipated that a new fee cost study will be conducted during Fiscal Year 2014 after the completion of a new cost allocation plan. This will provide accurate overhead cost allocation rates which will reflect the current organization structure and activity levels to ensure that full cost recovery is achieved by the City's fee structure. It is recommended that City Council adopt the Proposed Resolution approving the Fee Schedule for FY 2013-14.

NOTIFICATION

The City Council meeting of July 9, 2013, has been properly noticed as a Public Hearing to consider the proposed FY 2013-14 Fee Schedule.

ATTACHMENTS

Attachment 1: Proposed Resolution
Attachment 2: PowerPoint

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00211414

RESOLUTION NO. 2013-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ESTABLISHING SPECIFIED FEES FOR VARIOUS SERVICES FOR FISCAL YEAR 2013-14 AND REPEALING PRIOR RESOLUTIONS THAT MAY BE IN CONFLICT

WHEREAS, the City Council has in the past approved and adopted fee schedules for various services provided by the City for the benefit of a limited number of persons; and

WHEREAS, the cost of rendering such services should be borne by the beneficiaries of such service; and

WHEREAS, data supporting the estimated cost of providing said services has been made available to the City Council and to the public; and

WHEREAS, the City Council has duly considered at a duly noticed public hearing the question of whether or not to modify existing fees and establish new fees for such services, to provide more equitable cost recovery for such services; and

WHEREAS, at said hearing, the City Council duly considered all public comments which were made with respect to said question;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The fee schedule attached as Exhibit "A" hereto is hereby approved and adopted.

2. Where services are performed for the City by another governmental agency, the fees charged by the City shall be adjusted upward or downward to reflect fluctuations, if any, in the price which the City pays to the other government agency for such services. Such adjustments shall be made as the fluctuations occur if imposed upon the City without recourse.

3. All prior enactments of the City Council establishing fees for services, materials, impact and mitigation are hereby repealed to the extent that such enactments establish fees for services, materials and mitigation which are different than the fees established therefore by this Resolution, but shall otherwise remain in full force and effect.

4. All fees established by this Resolution shall, when collected, be paid to the City Treasurer for deposit into the General Fund of the City or into such special funds as may be otherwise required by law.

5. If any provision, clause, sentence or paragraph of this Resolution or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect any other provision or application of the provisions of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are hereby declared to be severable.

6. Each fee or charge set by this Resolution is for the specific process or service to which the fee or charge is related. When a process or service in addition thereto is requested or required, the appropriate additional fee or charge shall be imposed and collected only upon approval of the City Council.

7. When a fee or charge is indicated on a unit basis, a fee or charge for each such unit or portion of a unit associated with the requested or required process or service shall be imposed and collected.

8. If a deposit has been made on account of a fee or charge, and where the deposit is insufficient to pay the later-determined actual fee or charge, the balance due shall be paid to the City before any associated entitlement or permit is issued to the applicant. If the amount of the deposit exceeds the later-determined actual fee or charge, the overage shall be refunded to the applicant, except that an overage of one dollar or less shall not be refunded but shall be transferred to the General Fund of the City.

9. The fees approved, increased and established herein shall become effective July 15, 2013 for fees considered to be non-development related and September 9, 2013 for fees considered to be development related.

APPROVED AND ADOPTED this 9th day of July, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-25 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 9th day of July, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00211418

City of Moreno Valley

Schedule of City Fees, Charges and Rates

Fiscal Year 2013-14

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Item No. E.1

MV00211419

Resolution No. 2013-25
Date Adopted: July 9, 2013

Section 1 - Administrative Services

Animal Services

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Adoption Fee (Does not include the cost for spay/neuter)				
Dogs	Each	$ 31.00	$ 31.00	NO CHANGE
Cats	Each	$ 20.00	$ 20.00	
Rabbit, Hamsters and Guinea Pigs	Each	$ 10.00	$ 10.00	
Other Animals *	Each	$ 10.00	$ 10.00	
* Fee for "Other Animals" not to exceed the fair market price				
Deposits (Refundable)				
Rabies Vaccination	Each	$ 20.00	$ 20.00	
Spay & Neuter	Each	$ 75.00	$ 75.00	
Owner Relinquishment				
Dog/Cat*	Each	$ 23.00	$ 23.00	
Dog/Cat-Litter*	Each	$ 23.00	$ 23.00	
Other Domestic*	Each	$ 10.00	$ 10.00	
* Owner may be asked to pay for the cost of spay/neuter and/or vaccines				
** Out of area animals are accepted at the discretion of shelter staff based on adoptability and shelter population				
Owner Requested Companion Pet Euthanasia				
Small/Medium (0-50 lbs)	Each	$ 23.00	$ 23.00	
Medium/Large (> 50 lbs)	Each	$ 27.00	$ 28.00	
Litter (up to 8)	Each	$ 23.00	$ 23.00	
Litter (each add'l >8)	Each	$ 2.00	$ 2.00	
Deceased Animal Disposal				
Small/Medium (0-50 lbs)	Each	$ 18.00	$ 18.00	
Medium/Large (51+ lbs)	Each	$ 23.00	$ 23.00	
Animal Redemption				
1st Impound	Per Animal	$ 26.00	$ 27.00	
2nd Impound	Per Animal	$ 52.00	$ 53.00	
3rd Impound	Per Animal	$ 78.00	$ 80.00	
More than 3 (each occurrence)*	Per Animal	See Note *	See Note *	
Small Livestock **	Per Animal	$ 30.00	$ 31.00	
Large Livestock **	Per Animal	$ 60.00	$ 61.00	
Other (birds, reptiles, etc)	Per Animal	$ 20.00	$ 20.00	
* Impound fee will increase by $50 for each additional occurrence. For example the 4th occurrence would be $125, the 5th occurrence would be $175 etc.				
** Trailering Fee		$ 60.00	$ 61.00	
		+ actual cost for ACO	+ actual cost for ACO	

Resolution No. 2013-25
Date Adopted: July 9, 2013

Item No. E.1
-1042-
MV00211420

Section 1 - Administrative Services

Animal Services

			Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Boarding						
	Dogs, Cats & Other		Per Day	$ 6.00	$ 6.00	
	Small Livestock		Per Day	$ 8.00	$ 8.00	
	Large Livestock		Per Day	$ 11.00	$ 11.00	
	Other Small Animals		Per Day	$ 5.00	$ 5.00	
	Special handling fee		Per Animal	$ 21.00	$ 21.00	
	(Special handling relates to call that require additional Animal Control Officers or extraordinary circumstances such as badly decomposed, owned, deceased animals or transportation to a Veterinarian for sick/injured animals.)					
	Re-inspection Fee		Per Inspection	$ 51.00	$ 52.00	
	(Failed compliance on confinement/property inspections)					
Licensing						
	Dog (altered)					
		1 year	Each	$ 15.00	$ 15.00	
		2 year	Each	$ 26.00	$ 27.00	
		3 year	Each	$ 33.00	$ 34.00	
	Dog (unaltered)					
		1 year	Each	$ 51.00	$ 52.00	
		2 year	Each	$ 82.00	$ 84.00	
		3 year	Each	$ 103.00	$ 105.00	
Licensing (cont)	Potentially Dangerous/Vicious		Each	$ 103.00	$ 105.00	
	Economic Hardship* (altered only)		Each	$ 6.00	$ 6.00	
	*Residents must provide proof that they earn 65% of the median income as set by HUD for the County of Riverside.					
	Late Fee		Each	$ 20.00	$ 20.00	
	Transfer Fee		Each	$ 6.00	$ 6.00	
	Lost Tag Replacement		Each	$ 6.00	$ 6.00	
Kennel						
	Class I Dog					
		1 year	Each	$ 134.00	$ 137.00	
		2 year	Each	$ 196.00	$ 200.00	
	Class II Dog					
		1 year	Each	$ 201.00	$ 205.00	
		2 year	Each	$ 261.00	$ 266.00	
	Cattery					
		1 year	Each	$ 134.00	$ 137.00	
		2 year	Each	$ 196.00	$ 200.00	
	Late Fee			$ 64.00	$ 65.00	

Section 1 - Administrative Services

Animal Services

	Unit	Current Fee		Proposed Fee	Comments on Proposed Changes to Fees
Other Services					
Dog DA2PP Vaccination *	Each	$ 10.00		$ 10.00	
Cat FVRCP Vaccination **	Each	$ 10.00		$ 10.00	
Bordatella Vaccination	Each	$ 10.00	**See Note 1**	**$ 10.00**	
Microchip (Owner to pay AKC registration fee)	Each	$ 16.00		$ 16.00	

* DA2PP Vaccination- Distemper, Adeno-2, Parvo and Oanfluenza (commonly known as a 5 in 1)
** FVRCP Vaccination - Feline Viral Rhinotracheitus (FHV-1), Calicivirus and Panleukopenia (commonly known as a 4 in 1)

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Trap Rental				
Cat				
Trap Rental	per Week	$ 12.00	$ 12.00	NO CHANGE
Refundable Deposit		$ 50.00	$ 50.00	NO CHANGE
Dog				
Trap Rental	per Week	$ 21.00	$ 21.00	NO CHANGE
Refundable Deposit		$ 150.00	$ 150.00	NO CHANGE
Requests for Information	per Page	$ 0.20	$ 0.20	
Pet Identification Tags	Each	$5.50 - $7.50	$5.50 - $7.50	
Surcharges				
Unlicensed Animal	Each	$ 15.00	$ 15.00	
Un-altered Animal	Each	$ 15.00	$ 15.00	
Out-of-area Service Request (for non-residents)	Each	$ 26.00	$ 27.00	
Un-altered Kennel/Cattery	Each	$ 52.00	$ 53.00	
Owner Field Service Request	Each	$ 15.00	$ 15.00	
After Hours Emergency Field Response	Each	$ 21.00	$ 21.00	

Section 1 - Administrative Services

Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees

Animal Services

Municipal Code Reference	Violation	Offenses within a 36 month period		
		1st	2nd	3rd
10.02.020 A	Failure to License Dog/Wear License Tag	$50.00	$100.00	$200.00
10.02.020 B	Failure to Vaccinate for Rabies	$50.00	$100.00	$200.00
10.02.040	Failure to License Kennel/Cattery	$100.00	$200.00	$500.00
10.02.130 A-G	Animal Cruelty-Minor Offense	$100.00	$200.00	$500.00
10.02.130 A-G	Animal Cruelty-Major Offense	$200.00	$500.00	
10.02.090 N	Animal Abandonment	$100.00	$200.00	$500.00
10.02.080 A,B	Animal at Large-Altered	$50.00	$100.00	$200.00
10.02.080 A,B	Animal at Large-Unaltered	$100.00	$200.00	$500.00
10.02.080 E	Animal at Large-Threat to Public Safety	$200.00	$500.00	$500.00 (plus removal from City*)
10.02.100	Failure to Provide Proof of Spay/Neuter (spay/neuter deposit forfeited)	$150.00		
10.02.160	Failure to Comply with Public Nuisance Remedial Requirements	$100.00	$200.00	$500.00
10.02.240-270	Failure to Comply with Requirements for Potentially Dangerous or Vicious Animals	$500.00	$500.00	(plus removal from City*)
10.02.120	Failure to Quarantine/Produce the Animal/Concealing Information	$100.00	$200.00	$500.00
10.02.110	Barking Dog	$100.00	$200.00	$500.00
10.02.140 C,D	Interference with ACE or Tampering with Animal/Equipment	$100.00	$200.00	$500.00
10.02.010	Failure to Pay for Services Rendered or Outstanding Fees	$50.00	(plus outstanding balance)	
H&S 122335	Dog Tethering Violation	$50.00	$100.00	$200.00
122220	Violation of Pet Protection Act (Businesses/Commercial Breeding)	$50.00	$200.00	$500.00

* 10.20.160 B.8 Public Nuisance-Prohibit or regulate the acquiring and keeping within the city specified animals for a period of up to five years.

Note 1 - Any fees added to the Fee Schedule after November 2010 may not be automatically increased by CPI based on legal interpretation of Prop 26. This ruling does not include fees related to recreation programs, facility rental or utility operations.

Section 1 - Administrative Services

Library

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Replacement Library Card	Each	$ 2.00	$ 2.00	
Inter-Library Loan Overdue	per Day	$ 2.00	$ 2.00	
Floppy Disks (blank)	Each	$ 1.00	$ 1.00	
Flash Drives & Earbuds	Each	Actual Cost		
Replacement Bar Code	Each	$ 1.00	$ 1.00	
Account Printout	per Page	$ 0.20	$ 0.20	
Printing - Black & White	per Page	$ 0.20	$ 0.20	
Printing - Color	per Page	$ 0.75	$ 0.75	
Copies - Black & White	per Page	$ 0.15	$ 0.15	
Faxes				
Send/Receive Public Faxes - Local	per Page	$ 1.00	$ 1.00	
Domestic Long Distance Faxes	per Page	$ 2.00	$ 2.00	
International Long Distance Faxes	per Page	$ 3.00	$ 3.00	
Exam Proctoring	per Exam	$ 15.00	$ 15.00	
Lost Materials	per Item	Actual Cost +	Actual Cost +	
Lost Material Processing	per Item*	$ 10.00	$ 10.00	
* Except for uncataloged paperbacks, no processing fee				
Fines				
Overdue Books				
Adult	per Item per Day	$ 0.50	$ 0.50	
Children	per Item per Day	$ 0.25	$ 0.25	
Overdue Videos, Kits & Book Club Bags	per Item per Day	$ 1.00	$ 1.00	
Overdue CDs	per Item per Day	$ 0.50	$ 0.50	
Overdue Audiocassettes	per Item per Day	$ 0.50	$ 0.50	

Section 2 - City Clerk

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Agenda Subscription	per Year	$ 106.00		$ 108.00		
Certification of Public Records	Each	$ 6.00		$ 6.00		
Minutes Subscription	per Year	$ 106.00		$ 108.00		
Municipal Code and Code Supplements	per Page	$ 0.20	+mailing costs	$ 0.20	+mailing costs	
Nomination Papers Filing Fee	Each	$ 25.00	Pursuant to §10228 of the CA Elections Code	$ 25.00	Pursuant to §10228 of the CA Elections Code	
Notice of Intent Filing Fee	Each	$ 200.00	Pursuant to § 9202 of the CA Elections Code	$ 200.00	Pursuant to § 9202 of the CA Elections Code	
Audio Tape Recordings of Council Meetings	per Tape	$ 2.00		$ 2.00		
Fair Political Practices Commission (FPPC)	per Page	$ 0.10		$ 0.10		

Section 3 - City Manager

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Cable TV Administration and Production				
Video Recordings of Council Meetings	per Tape	$ 6.00	$ 6.00	
Recordings of Council Meetings on DVD	per DVD	$ 2.00	$ 2.00	
Recording of Council Meetings on CD (Audio only MP3 file)	per CD	$ 2.00	$ 2.00	

Section 4 - Community & Economic Development

Building and Safety

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Water Heater Permit	Each	$ 60.00	$ 60.00	
Water Heater Permit Re-inspection	Each	$ 60.00	$ 60.00	
Residential Tract Unit				
Note: Residential tract plan check fees and residential tract housing inspection fees are based on the following tables:				
1 Story Permit				
<= 1,400 sq ft		$ 471.00	$ 480.00	
> 1,400 sq ft	per 50 sq ft	$ 7.38	$ 7.53	
1 Story Plan Check				
<= 1,400 sq ft		$ 667.00	$ 680.00	
> 1,400 sq ft	per 50 sq ft	$ 6.78	$ 6.92	
1.5 Story Permit				
<= 1,400 sq ft		$ 545.00	$ 556.00	
> 1,400 sq ft	per 50 sq ft	$ 8.32	$ 8.49	
1.5 Story Plan Check				
<= 1,400 sq ft		$ 824.00	$ 840.00	
> 1,400 sq ft	per 50 sq ft	$ 8.93	$ 9.11	
2 Story Permit				
<= 1,400 sq ft		$ 662.00	$ 675.00	
> 1,400 sq ft	per 50 sq ft	$ 9.24	$ 9.42	
2 Story Plan Check				
<= 1,400 sq ft		$ 824.00	$ 840.00	
> 1,400 sq ft	per 50 sq ft	$ 8.93	$ 9.11	
~~Identical Unit Plan Check~~ Site Plan Approval Tract Only	per Unit	$ 91.00	$ 93.00	

Section 4 - Community & Economic Development

Building and Safety

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Structural Alterations-Plan Check-Per Option				
1 Story				
<= 1,400 sq ft		$ 386.00	$ 394.00	
> 1,400 sq ft	per 50 sq ft	$ 3.10	$ 3.16	
1.5 Story				
<= 1,400 sq ft		$ 407.00	$ 415.00	
> 1,400 sq ft	per 50 sq ft	$ 4.62	$ 4.71	
2 Story				
<= 1,400 sq ft		$ 407.00	$ 415.00	
> 1,400 sq ft	per 50 sq ft	$ 4.62	$ 4.71	
Non-Structural Alterations-Plan Check-Per Option				
1 Story				
<= 1,400 sq ft		$ 162.00	$ 165.00	
> 1,400 sq ft	per 50 sq ft	$ 1.54	$ 1.57	
1.5 Story				
<= 1,400 sq ft		$ 201.00	$ 205.00	
> 1,400 sq ft	per 50 sq ft	$ 2.15	$ 2.19	
2 Story				
<= 1,400 sq ft		$ 201.00	$ 205.00	
> 1,400 sq ft	per 50 sq ft	$ 2.15	$ 2.19	

Building Permit Fees

1997 Uniform Administrative Code fees

Building Plan Check Fees

When building plans are required by the Building Official, plan check fees shall be equal to the building permit fee (100%) and shall be paid at the time of submitting plans, excluding the permit issuance fee.

Section 4 - Community & Economic Development

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees

Building and Safety

Electrical Permit Fees

1997 Uniform Administrative Code fees

Note: An Electrical Permit Fee is separate from, and in addition to, the fee for any other permit which may be required by other code provisions.

Electrical Plan Check Fees

Whenever electrical plans are required by the Building Official, plan check fees shall be equal to the electrical permit (100%) and shall be paid at the time of submitting plans, excluding the permit fee.

Mechanical Permit Fees

1997 Uniform Administrative Code fees

Note: A mechanical permit fee is separate from, and in addition to, the fee for any other permit, which may be required by other code provisions.

Mechanical Plan Check Fees

Whenever mechanical plans are required by the Building Official, plan check fees shall be equal to the electrical permit (100%) and shall be paid at the time of submitting plans, excluding the permit fee.

Plumbing Permit Fees

1997 Uniform Administrative Code fees

Note: A plumbing permit fee is separate from, and in addition to, the fee for any other permit, which may be required by other code provisions.

Plumbing Plan Check Fees

Whenever plumbing plans are required by the Building Official, plan check fees shall be equal to the (100%) and shall be paid at the time of submitting plans, excluding the permit fee.

Pool and Spa Permit Fees

1997 Uniform Administrative Code

Section 4 - Community & Economic Development

Building and Safety

Pool and Spa Plan Check Fees

Whenever specific plans are required by the Building Official, plan check fees shall be equal to the electrical permit (100%) and shall be paid at the time of submitting plans, excluding the permit fee.

Note: These fees do not include the permit fees for any parts of the pool and spa system which are subject to the requirements of other applicable codes.

Miscellaneous Fees

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Minimum Permit Fee	Each	$ 154.00	$ 157.00	
Permit Issuance	Fee	$ 33.00	$ 34.00	

Investigation Fees

For work that is under construction for which no permit has been obtained, the investigation fee shall be equal to the value set forth in this Resolution for permit fees (building, electrical, mechanical, plumbing, etc). Plan check fees may be assessed as directed by the Building Official.

Research/Administration Fee				
First 15 minutes		No charge		
Each additional 30 minutes or fraction thereof		$ 77.00	$ 79.00	
Re-inspection fees approved by the Building Official	per Hour	$ 154.00	$ 157.00	
Inspections for which no fee is specifically identified	per Hour	$ 154.00	$ 157.00	
Additional plan review required by changes, additions or revisions to approved plans or incomplete plan check re-submittal after 3 reviews	per Hour	$ 154.00	$ 157.00	
Inspection outside of normal business hours (2 hr min)	per Hour	$ 154.00 *	$ 157.00 *	

* Or the fully burdened hourly rate cost to the City, whichever is greater

Section 4 - Community & Economic Development

Building and Safety

	Unit	Current Fee	Proposed Fee		Comments on Proposed Changes to Fees
Premium Inspection - During business hours (Inspection provided within 2 hours after payment)	per Hour	$ 154.00	$ 157.00		
Certificate of Occupancy Inspection	Each	$ 185.00	$ 189.00		
Temporary Certificate of Occupancy		No Charge	No Charge		Note 1
Up to and including first 30 days					
Each subsequent 30 day period (Due in Advance)		$ 616.00	$628.00		Note 1 (DEPT REQUESTED)
Demand Letter (1 hr min)	per Hour	$ 154.00	$157.00	Actual time spent	Note 1 (DEPT REQUESTED)
Updated Demand Letter (30 minute min)	per Hour	$ 154.00	$157.00	Actual time spent	Note 1 (DEPT REQUESTED)
Lien Release - Initial Preparation		No Charge	No Charge		Note 1
Replacement Lien Release					
within 60 days of initial preparation		$ 77.00	$79.00		Note 1 (DEPT REQUESTED)
more than 60 days from initial preparation		$ 154.00	$157.00		Note 1 (DEPT REQUESTED)
Replacement Job Card			$39.25		NEW
Transfer of Issued Permit to New Applicant with Job Card			$39.25		NEW
Special Inspector Registration					
Initial Registration			$59.25		NEW
Renewal/ Addition of Certification			$13.70		NEW
Address Assignment					
1st Assignment (min 30 minute)			$78.50		NEW
2nd through 10th (add)			$78.50		NEW
Each Additional (add)			$39.25		NEW
Alternate Means, Methods or Materials Review	DEPOSIT		$628.00	Actual charge is "fully burdened" rate charge	NEW
Counter Plan Check/Site Plan Approval (min 15 minutes)	per Hour		$157.00		NEW
Plan Check					
Accessibility			10% of Plan Check Fee		NEW
Green Code			10% of Plan Check Fee		NEW
Energy Code			10% of Plan Check Fee		NEW
Plan Check Solar PV System			$106.50		NEW
Plan Check / Permit Extension			$13.70		NEW
Revision of Approved Plans (min 1 hour)	per Hour		$157.00		NEW
Inspections					

Section 4 - Community & Economic Development

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Building and Safety				
Accessibility			10% of Inspection Fee	NEW
Green Code			10% of Inspection Fee	NEW
Energy Code			10% of Inspection Fee	NEW
Training Surcharge (AB 717)			$0.40	NEW
Document Archive Fee				
No Plan Check Documents	per Permit		$0.40	NEW
With Plan Check Documents	per Permit		10% of Plan Check Fee	NEW
Technology Maintenance Fee			$3.40	NEW
Construction Valuation Will Be Based on the Latest ICC Valuation Table				

Note 1 - Any fees added to the Fee Schedule after November 2010 may not be automatically increased by CPI based on legal interpretation of Prop 26. This ruling does not include fees related to recreation programs, facility rental or utility operations.

Section 4 - Community & Economic Development

Code and Neighborhood Services

	Unit	Current Fee			Proposed Fee		Comments on Proposed Changes to Fees
Re-inspection Fee for Failed Compliance	Each	$ 188.00			$ 192.00		
Nuisance Abatement Administrative Fee							
Level 1 (4 hrs or less)	Each	$ 250.00			$ 255.00		
Level 2 (more than 4 hrs)	Hourly	$ 92.00			$ 94.00		
Removal of Signs in Right-of-Way							
Sign Removal	Each	$ 26.00			$ 27.00		
Surcharge on signs requiring special equipment or additional labor to remove	Each	$ 55.00	or actual cost of removal whichever is greater		$ 56.00	or actual cost of removal whichever is greater	
Lost or Stolen Parking Ticket Recovery	Each	$ 11.00			$ 11.00		
Drive-off Parking Violation	Each	$ 18.00			$ 18.00		
Department of Motor Vehicle (DMV) Hold	Each	$ 10.00	or current DMV rate		$ 10.00		
Certificate of Correction		$ 147.00			$ 150.00		
Rotational Tow Service Program							
Application	Each	$ 2,939.00			$2,998.00		
Agreement	Deposit	$ 5,000.00	Actual charge is "fully burdened" rate charge		$5,000.00	Actual charge is "fully burdened" rate charge	
Rotational Tow Vehicle Release Fee	Each	$ 77.00			$ 79.00		
Demand Letter (1 hr min)	per Hour	$ 154.00	Actual time spent	Note 1	$154.00	Actual time spent	
Updated Demand Letter (30 minute min)	per Hour	$ 154.00	Actual time spent	Note 1	$154.00	Actual time spent	
Lien Release - Initial Preparation		No Charge		Note 1	No Charge		
Replacement Lien Release							
within 60 days of initial preparation		$ 77.00		Note 1	$77.00		
more than 60 days from initial preparation		$ 154.00		Note 1	$154.00		

Note 1 - Any fees added to the Fee Schedule after November 2010 may not be automatically increased by CPI based on legal interpretation of Prop 26. This ruling does not include fees related to recreation programs, facility rental or utility operations.

Section 4 - Community & Economic Development

ıd Development

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
LEGAL AND OTHER DOCUMENTS				
Fee Includes Three (3) Reviews, Unless Otherwise Noted				
Lot Line Adjustment	Each	$ 973.00	$ 1,168.00	SEE NOTE 2
Certificate of Parcel Merger	Each	$ 973.00	$ 1,168.00	SEE NOTE 2
Certificate of Correction	Each	$ 488.00	$ 498.00	
Certificate of Compliance	Each	$ 788.00	$ 966.00	SEE NOTE 2
Conditional Certificate of Compliance	Each	$ 1,224.00	$ 1,424.00	SEE NOTE 2
Street Vacation				
Summary	Each	$ 1,184.00	$ 1,208.00	
Full	Each	$ 3,930.00	$ 4,009.00	
Condemnation				
Initial Processing Deposit	Deposit	$ 5,000.00	$ 5,000.00	
Right-of-Way Acquisition and Processing (minimum fee)	Deposit (per lot)	$ 5,000.00 Amount determined by City Engineer. Not to exceed total City cost.	$ 5,000.00 Amount determined by City Engineer. Not to exceed total City cost.	
Document Review and Processing				
Minor Documents (Staff Reports, Offers of Dedication, Easement Deeds, Grant Deeds, Centerline Tie Sheets, Public Improvement Agreements, partial Security Reduction, etc) (For 2 Reviews)	Each	$ 782.00	$ 798.00	
Major Documents (DIF/TUMF Actual cost verification, etc)	Each	Amount determined by City Engineer. Not to exceed total City cost.	Amount determined by City Engineer. Not to exceed total City cost.	
Public Improvement Agreement (Extension)	Each	$ 914.00	$ 932.00	
Security Release/Exoneration	Each	$ 1,760.00	$ 1,795.00	
Assurance of Construction (Grading, Damage and Minor Construction Securities)	Deposit	Security amount determined by City Engineer	Security amount determined by City Engineer	

Section 4 - Community & Economic Development

Land Development

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
MAP CHECKING				
Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted				
Parcel Map ~~Residential and Tract Map~~	Each ~~per lot~~	$ 4,011.00 + ~~$ 12.00~~	~~$ 4,771.00~~	SEE NOTE 2 DELETE
Parcel Map ~~Non-Residential~~	Each	$ 4,011.00 +	~~$ 3,108.00~~	SEE NOTE 2
Tract Map	Each per Lot	$ 4,011.00 + $ -	~~$ 3,108.00~~ $ 43.00	SEE NOTE 2
4th and Subsequent Reviews (Parcel and Tract)	per Sheet, per Review	$ 197.00	~~$ 289.00~~	SEE NOTE 2
Amended Map ~~Residential~~	Each	$ 2,241.00	~~$ 2,966.00~~	SEE NOTE 2
~~Amended Map Non-Residential~~	Each	$ 2,241.00	~~$ 3,303.00~~	SEE NOTE 2
~~Amended Tract Map~~	Each	$ 2,241.00	~~$ 3,303.00~~	SEE NOTE 2
4th and Subsequent Reviews (Parcel and Tract)	per Sheet, per Review	$ 197.00	~~$ 289.00~~	SEE NOTE 2
Reversion to Acreage	Each	$ 1,699.00	$ 1,733.00	
Monument Review Field		5% of Bond or $415 min	5% of Bond or $415 min	
Survey Monument Restoration (Two Reviews, Per Set)	Each	$ 267.00	$ 272.00	
IMPROVEMENT PLAN CHECK (Includes but is not limited to Street Improvements, Storm Drain, Water, Sewer, etc Plans)				
Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted				
<= $100,000 of Engineer's estimate Plus		4.00% +	4.00% +	
$100,001-$250,000 of Engineer's estimate Plus		3.00% +	3.00% +	
> $250,000 of Engineer's estimate		2.50%	2.50%	
On-site Improvements (For non-single family residential, based on Engineer's estimate)		1.00%	1.00%	
4th and Subsequent Reviews (Improvement Plans minimum fee)	per Sheet, per Review	$ 258.00	$ 263.00	
		or amount determined by the City Engineer. Fee not to exceed total City cost.	or amount determined by the City Engineer. Fee not to exceed total City cost.	
Revisions (Improvement Plans)				
Minor (Including As-Builts, minimum fee*)	per Sheet, per Review	$ 271.00	$ 276.00	
Major (minimum fee)	per Sheet, per Review	$ 279.00 Amount determined by the City Engineer. Fee not to exceed total City	$ 285.00 Amount determined by the City Engineer. Fee not to exceed total City cost.	

* For As-Builts with no changes, a one sheet fee is required.

Section 4 - Community & Economic Development

ıd Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
MASS/ROUGH GRADING PLAN CHECK						
Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted						
Parcel Map **Subdivisions and Custom Homes**						
0-5,000 CY		$ 2,004.00		$ 2,724.00		SEE NOTE 2
5,001-100,000 CY Plus		$ 2,004.00	+	$ 2,724.00	+	SEE NOTE 2
Each Additional 5,000 CY or portion thereof over 5,000 CY (prorated per cubic yard)		$ 331.00		$ 338.00		
> 100,000 CY Plus		$ 8,293.00	+	$ 9,186.00	+	SEE NOTE 2
Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)		$ 111.00		$ 113.00		
Tract Maps & **Non Subdivisions**						
0-5,000 CY		$ 2,004.00		$ 3,061.00		SEE NOTE 2
5,001-100,000 CY Plus		$ 2,004.00	+	$ 3,061.00	+	SEE NOTE 2
Each Additional 5,000 CY or portion thereof over 5,000 CY (prorated per cubic yard)		$ 295.00		$ 301.00		DEPT REQ
> 100,000 CY Plus		$ 7,609.00	+	$ 8,760.00	+	SEE NOTE 2
Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)		$ 73.00		$ 74.00		
4th and Subsequent Reviews (Mass/Rough Grading Plans)	per Sheet, per Review	$ 215.00		$ 307.00		SEE NOTE 2
Revisions (Mass/Rough Grading Plans)						
Minor (Including As-Builts, minimum fee*)	per Sheet, per Review	$ 257.00		$ 350.00		SEE NOTE 2
Major (minimum fee)	per Sheet, per Review	$ 306.00		$ 400.00		SEE NOTE 2
* For As-Builts with no changes, a one sheet fee is required.						
STOCKPILE/BORROW SITE PLAN						
Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted						
0-5,000CY		$ 607.00		$ 796.00		SEE NOTE 2
5,001-100,000 CY		$ 1,049.00		$ 1,246.00		SEE NOTE 2
> 100,000 CY		$ 1,456.00		$ 1,661.00		SEE NOTE 2
4th and Subsequent Reviews (Stockpile/Borrow Plans)	per Sheet, per Review	$ 215.00		$ 307.00		SEE NOTE 2
Revisions (Stockpile/Borrow Plans)						
Minor	per Sheet, per Review	$ 257.00		$ 350.00		SEE NOTE 2
Major (minimum fee)	per Sheet, per Review	$ 306.00		$ 400.00		SEE NOTE 2
		Actual amount determined by the City Engineer. Fee not to exceed total City cost.		Actual amount determined by the City Engineer. Fee not to exceed total City cost.		

Section 4 - Community & Economic Development

Land Development

PRECISE GRADING PLAN CHECK

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Parcel Map **Subdivisions and Custom Homes Plus**	Each	$ 1,909.00 +	$ 2,027.00 +	SEE NOTE 2
	per Lot	$ 73.00	$ 74.00	
Tract Maps	Each		$ 2,964.00 +	SEE NOTE 2
	per Lot	$ 73.00	$ 74.00	
Non Subdivisions				
Precise Improvement Plan Check Fee				
0-5,000CY		$ 1,910.00	$ 1,965.00	SEE NOTE 2
5,001-100,000 CY Plus		$ 1,910.00 +	$ 2,965.00 +	SEE NOTE 2
Each Additional 5,000 CY or portion thereof over 5,000 CY (prorated per cubic yard)		$ 295.00	$ 301.00	
> 100,000 CY Plus		$ 7,515.00 +	$ 8,684.00 +	SEE NOTE 2
Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)		$ 73.00	$ 74.00	
4th and Subsequent Reviews (Precise Grading Plans)	per Sheet, per Review	$ 227.00	$ 520.00	SEE NOTE 2
Revisions (Precise Grading Plans)				
Minor (Including As-Builts, minimum fee*)	per Sheet, per Review	$ 257.00	$ 530.00	SEE NOTE 2
Major (minimum fee)	per Sheet, per Review	$ 306.00	$ 400.00	SEE NOTE 2
* For As-Builts with no changes, a one sheet fee is required.		Actual amount determined by the City Engineer. Fee not to exceed total City cost.	Actual amount determined by the City Engineer. Fee not to exceed total City cost.	

STORM WATER MANAGEMENT PLAN CHECK

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

Water Quality Basins (SFR Projects) (Civil Drawings)	Per Sheet	$ 1,499.00	$ 1,529.00
Water Quality Treatment (Non SFR Projects) (Civil Drawings)	Per Sheet	$ 1,499.00	$ 1,529.00
4th and Subsequent Reviews (Civil Drawings)	per Sheet, per Review	$ 257.00	$ 262.00
Water Quality Basin Landscaping (Landscape Drawings)			
Base Fee (7 sheets Maximum)		$ 6,158.00	$ 6,281.00
Each Additional Sheet		$ 863.00	$ 880.00
4th and Subsequent Reviews (Landscape Drawings)	per Sheet, per Review	$ 185.00	$ 189.00
Hydrology & Hydraulic Calculations for Treatment Control Devices	Each	$ 483.00	$ 493.00
Storm Water Pollution Prevention Plan (SWPPP) Document Review	Each	$ 681.00	$ 695.00

Section 4 - Community & Economic Development

ıd Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
STUDIES						
Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted						
Flood Plain (CLOMR/LOMR)						
1-10 Acres (Tributary)	Each	$ 3,516.00		$ 3,516.00		NO CHANGE
Over 10 Acres	Each	$ 3,516.00	+	$ 3,516.00	+	NO CHANGE
Each Acre over 10 Acres	per Acre	$ 21.00		$ 21.00		
Drainage (Hydrology/Hydraulics)						
0-50 Acres (Tributary)	per Acre	$ 50.00	$450 minimum	$ 51.00	$450 minimum	
51-100 Acres Plus	Each	$ 2,500.00	+	$ 2,500.00	+	
Each Additional Acre over 50	per Acre	$ 6.00		$ 6.00		NO CHANGE
101-1,000 Acres Plus	Each	$ 2,800.00	+	$ 2,800.00	+	
Each Additional Acre over 100	per Acre	$ 4.00		$ 4.00		NO CHANGE
Over 1,000 Acres Plus	Each	$ 6,400.00	+	$ 6,400.00	+	
Each Additional Acre over 1,000	per Acre	$ 1.00		$ 1.00		NO CHANGE
4th and Subsequent Review	Each Review	Total City Cost		Total City Cost		
Preliminary Drainage Study (Entitlement Stage)	Each	$ 483.00		$ 493.00		
Preliminary Water Quality Management Plan (P-WQMP)						
WQMP Preliminary Document Review						
First Two Reviews Only (Consultant and Admin)		$ 971.00		$ 990.00		
Third and Subsequent Reviews (Fee for Consultant Only)	Each Review	$ 334.00		$ 341.00		
All Meetings	per Hour	$ 260.00		$ 265.00		
All Teleconferences	per Hour	$ 156.00		$ 159.00		
Final Water Quality Management Plan (F-WQMP)						
WQMP Final Document Review						
(Initial fee includes Document Review, Teleconferences and Meetings)						
Basic Review (Maximum 2 Reviews and 2 Meetings)		$ 1,141.00		$ 1,164.00		
(Applies to Hillside Residential ≤ 9 Units)						
Subsequent Reviews	Each Review	$ 779.00		$ 795.00		
Subsequent Meetings	per Hour	$ 260.00		$ 265.00		
Subsequent Teleconferences	per Hour	$ 156.00		$ 159.00		
Standard Review (Maximum 2 Reviews and 2 Meetings)		$ 4,458.00		$ 4,547.00		
(Applies to Residential ≤ 50 Units; Commercial ≤ 2 Acres; Industrial ≤ 1 Acre; Automotive ≤1 Acre; Restaurants ≤ 1 Acre; Hillside Development ≤ 1 Acre (Except Hillside Residential ≤ 9 Units); and Parking Lots ≤ 2 Acres)						
Subsequent Reviews	Each Review	$ 1,496.00		$ 1,526.00		
Subsequent Meetings	per Hour	$ 260.00		$ 265.00		
Subsequent Teleconferences	per Hour	$ 156.00		$ 159.00		

Section 4 - Community & Economic Development

Land Development

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
STUDIES (CONT)				
Complex Review (Maximum 3 Reviews and 3 Meetings)		$ 6,422.00	$ 6,550.00	
(Applies to MFR or SFR > 50 Units; Commercial > 2 Acres; Industrial > 1 Acre; Automotive > 1 Acre; Restaurants > 1 Acre; Hillside Development > 1 Acre (Except Hillside Residential ≤ 9 Units); and Parking Lots > 2 Acres)				
Subsequent Reviews	Each Review	$ 1,896.00	$ 1,934.00	
Subsequent Meetings	per Hour	$ 260.00	$ 265.00	
Subsequent Teleconferences	per Hour	$ 156.00	$ 159.00	
OTHER PLAN CHECK FEES				
Underground Overhead Utilities				
Underground of Utilities Administration Fee Plus		$ 73.00 +	$ 74.00 +	
Underground of Utilities In-Lieu Fee (In accordance with Development Code 9.14.130)	per Linear Foot	$ 203.00	$ 207.00	
IMPROVEMENT PLAN INSPECTION				
Grading				
Mass, Rough, Precise, Stockpile or Borrow Grading Inspection (All projects)				
0-100 CY		$ 662.00	$ 675.00	
101-1,000 CY Plus		$ 662.00 +	$ 675.00 +	
Each Additional 100 CY or portion thereof over 100 CY (prorated per cubic yard)		$ 124.00	$ 126.00	
1,001-10,000 CY Plus		$ 1,778.00 +	$ 1,809.00 +	DEPT REQUESTED
Each Additional 1,000 CY or portion thereof over 1,000 CY (prorated per cubic yard)		$ 406.00	$ 414.00	
10,001-100,000 CY Plus		$ 5,432.00 +	$ 5,535.00 +	DEPT REQUESTED
Each Additional 10,000 CY or portion thereof over 10,000 CY (prorated per cubic yard)		$ 369.00	$ 376.00	
> 100,000 CY Plus		$ 8,753.00 +	$ 8,919.00 +	DEPT REQUESTED
Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)		$ 331.00	$ 338.00	
Improvements				
Improvement Plan (Offsite Public Improvements, Per Project)				
< $100,000 of Engineers estimate Plus		4.00% +	4.00% +	
$100,000-$250,000 of Engineers estimate Plus		3.00% +	3.00% +	
> $250,000 of Engineers estimate		2.50%	2.50%	
Onsite Improvements (Based on Engineer's estimate)		1.00%	1.00%	
Re-inspection	Each	$ 449.00	$ 458.00	
Holidays, Weekends and Night Inspections (Based on staff availability)	per Hour*	$ 79.00 Straight Time	$ 79.00 Straight Time	
	*minimum of 2 hour	$ 96.00 Over Time	$ 96.00 Over Time	

Section 4 - Community & Economic Development

ıd Development

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
STORM WATER MANAGEMENT INSPECTION				
Storm Water Pollution Abatement Program				
Projects Under Construction				
Construction Site Inspection		$ 418.00	$ 426.00	
NPDES Construction Inspection Invoice Processing		$ -	$ 19.00	NEW
Existing Businesses				
NPDES Industrial Site Initial Inspection	Each	$ 468.00	$ 477.00	
Follow-up Compliance Inspection	Each	$ 220.00	$ 224.00	
NPDES Commercial Site Initial Inspection	Each	$ 344.00	$ 351.00	
Follow-up Compliance Inspection	Each	$ 220.00	$ 224.00	
NPDES Restaurant Initial Inspection (CAP)	Each	$ 281.00	$ 287.00	
Follow-up Compliance Inspection	Each	$ 220.00	$ 224.00	
NPDES Business Inspection Invoice Processing		$ -	$ 19.00	NEW
Water Quality Basin Landscape Inspection				
0-1 Acre		$12,319.00	$ 12,565.00	
1-1.5 Acres		$14,167.00	$ 14,450.00	
1.5-2 Acres		$16,014.00	$ 16,334.00	
2-2.5 Acres		$17,863.00	$ 18,220.00	
Each additional 1/2 Acre > 2.5 Acres	per 1/2 Acre	$ 1,847.00	$ 1,884.00	
PENALTY FEES				
Inspection and Testing work in Right-of-Way without Encroachment Permit		$ 626.00	$ 639.00	
Failure to Schedule Inspection Prior to Performing Work *		$ 126.00	$ 129.00	
* Penalty Fee to be determined by the City Engineer. Listed amount for the first offense and not to exceed $500 for each subsequent offense.				
PERMITS - ADMINISTRATION FEES				
Grading or Inspection: Permit Issuance	Each	$ 85.00	$ 87.00	
Construction Permit Issuance	Each	$ 85.00	$ 87.00	
Newspaper Rack Annual Permit Issuance	Each	$ 85.00	$ 87.00	
Annual Utility Blanket Permit Administration	Each	$ 85.00	$ 87.00	
Second Driveway Approach Application	Each	$ 85.00	$ 87.00	

Section 4 - Community & Economic Development

Land Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
PERMITS - INSPECTION FEES						
Concrete Sidewalk						
0-100 Linear Feet	Each	$ 69.00	+	$ 70.00	+	
> 100 Linear Feet	per Linear Foot	$ 1.00		$ 1.00		
Parkway Drains	Each	$ 150.00		$ 153.00		
Residential Curb Core (2 maximum per lot)	per Lot	$ 81.00		$ 83.00		
Driveways						
Commercial	Each	$ 150.00		$ 153.00		
Residential	Each	$ 211.00		$ 215.00		
Excavation-Street Crossing	per Linear Foot	$ 2.00	$232 min	$ 2.00		
Excavation Parallel Trench	per Linear Foot	$ 0.50	$232 min	$ 0.50		
Small Bore Potholes (12" Diameter Maximum)	Each	$ 27.00		$ 28.00		
All Other Potholes	Each	$ 80.00		$ 82.00		
Bores/Splice Pits	Each	$ 54.00		$ 55.00		
Non-Retaining Wall	Each	$ 150.00		$ 153.00		
Fence	Each	$ 150.00		$ 153.00		
Newspaper Rack Installation	Each	$ 54.00		$ 55.00		
Utility Blanket Permit Individual Location Inspection	Each	$ 15.00		$ 15.00		
Miscellaneous Inspections (Based on staff availability)	per Hour*	$ 79.00	Straight Time	$ 79.00	Straight Time	
	*minimum of 1 hour	$ 96.00	Over Time	$ 96.00	Over Time	
OTHER PERMITS						
Application Fee for Special Events, (Including Permit to Conduct a Parade or other event within Public Property or Street Right-of-Way.)	Each	$ 213.00		$ 217.00		
Block Party Permit Processing	Each	$ 85.00		$ 87.00		
Flood Plain Determination (Community Rating System)	per Lot	$ 21.00		$ 21.00		
Elevation Certification (Mobile Home Park)	Each	$ 161.00		$ 164.00		

Section 4 - Community & Economic Development

ıd Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
OTHER FEES						
Advanced Energy Fees						
Street Light(s) -Zone B (Residential and Zone C (Arterial & Intersections)						
Administration Fee		$ 420.00		$ 428.00		
~~Zone B~~ 100w HPSV or equivalent (9,500 Lumens)	Each	$ 637.00		$ 621.00		DECREASE
~~Zone C~~ 200w HPSV or equivalent (22,000 Lumens)	Each	$ 700.00		$ 680.00		DECREASE
250w HPSV or equivalent*				$ 703.00		NEW
100w LED or equivalent				$ 655.00		NEW
135w LED or equivalent*				$ 706.00		NEW

* The fee for any street light installation which may exceed the identified wattages (w), as denoted above will be determined by the Special Districts Division. Fee is not to exceed actual City Cost.

Area Drainage Plan Fee	Established by and payable to the County of Riverside Flood Control District					
MISCELLANEOUS LAND DEVELOPMENT FEES						
City of Moreno Valley Book of Standard Drawings	Each	$ 47.00		$ 48.00		
Research of Records, Files, etc.						
Technical	per Hour *	$ 87.00	+reproduction costs	$ 87.00	+reproduction costs	NO CHANGE
Professional	per Hour *	$ 142.00	+reproduction costs	$ 142.00	+reproduction costs	NO CHANGE
	* minimum of 1/2 hour					
In-house Reproduction costs of Engineered Plan Sheets (Large Format)	per Sq Ft	$ 1.00		$ 1.00		

NOTE 2: These Land Development fees have been modified to include the costs related to the Planning Division that should be reflected in these numbers.

Section 4 - Community & Economic Development

Planning

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Annexation Process and Environmental Review	Deposit	$ 5,000.00	Actual charge is "fully burdened" rate charge	$ 5,000.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Appeal		$ 750.00		$ 750.00		NO CHANGE
Change of Zone	Deposit	$ 3,500.00	Actual charge is "fully burdened" rate charge	$ 3,500.00	Actual charge is "fully burdened" rate charge	
Conditional Use Permit		$ 10,562.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	$10,926.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	SEE NOTE 3
Conditional Use Permit: Admin & Existing Structure		$ 6,240.00	Plus applicable notice and posting fees	$ 6,365.00		
Conditional Use Permit (Com/Ind)	per Acre	$ 65.00		$ 91.00		DEPT REQ
Conditional Use Permit: Amended CUP/Substantial Conformance		$ 5,608.00	Plus applicable notice and posting fees	$ 5,875.00	Plus applicable notice and posting fees	SEE NOTE 3
Custom Home Review		$ 1,047.00		$ 1,108.00		SEE NOTE 3
Development Agreement	Deposit	$ 7,400.00	Actual charge is "fully burdened" rate charge	$ 7,400.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Development Agreement Amendment	Deposit	$ 3,225.00	Actual charge is "fully burdened" rate charge	$ 3,225.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Development Agreement Annual Review	Deposit	$ 1,000.00	Actual charge is "fully burdened" rate charge	$ 1,000.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Development Code Amendment	Deposit	$ 5,000.00	Actual charge is "fully burdened" rate charge	$ 5,000.00	Actual charge is "fully burdened" rate charge	NO CHANGE

Section 4 - Community & Economic Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Planning						
Environmental Review						
EIR Report Preparation	Deposit	$ 7,000.00	Actual charge is "fully burdened" rate charge	$ 7,000.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Expanded Initial Study / Expanded Project Review	Deposit	$500 per Study	Actual charge is "fully burdened" rate charge	$ 3,000.00	Actual charge is "fully burdened" rate charge	SEE NOTE 3
Environmental Assessment		$ 1,033.00		$ 1,054.00		
Environmental Mitigation Monitoring	Deposit	$ 3,500.00	Actual charge is "fully burdened" rate charge	$ 3,500.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Extension of Time		$ 3,267.00		$ 3,611.00		SEE NOTE 3
Fully Burdened Hourly Rate	Per Hour	$ 168.00	See Note 1	$ 176.00		DEPT REQ
General Plan Amendment	Deposit	$ 3,500.00	Actual charge is "fully burdened" rate charge	$ 3,500.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Home Occupation Permit		$ 93.00		$ 95.00		
Plan Check and Inspection						
Residential						
1-4 Lots (1st through 3rd Review)		$ 667.00		$ 680.00		
5 or more Lots and Multi-Family(1st through 3rd Review)		$ 997.00		$ 1,017.00		
Commercial/ Industrial Non-Residential (1st through 3rd Review) (including multiple-family projects residential tentative and final tract maps)		$ 997.00		$ 1,017.00		
Re-inspection/Residential Front Yard Landscape Plancheck fee		$ 173.00		$ 176.00		
4th and subsequent (Land Development Reviews)	Per Sheet	$ 86.00		$ 88.00		
4th and subsequent (All Other Reviews)		100% of original fee		100% of original fee		NO CHANGE
Concurrent processing		Base Fee + 30%	See Note 1	Base fee + 30%		
Land Development Reviews	Per Sheet	$ 86.00		$ 88.00		
Development Impact Fee Processing	Per Hour			$ 176.00		NEW
Newspaper Notice		$ 285.00		$ 285.00		NO CHANGE
Phasing Map		$ 2,384.00		$ 2,333.00		SEE NOTE 3

Section 4 - Community & Economic Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Planning						
Planning Letter						
Basic		$ 112.00		$ 114.00		
Interpretation and Research Required	Deposit	$ 250.00	Actual charge is "fully burdened" rate charge	$ 250.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Planning Review of Building Permits		$ 178.00	+5% of plan check fee	$ 182.00	+5% of plan check fee	NO CHANGE
Plot Plan						
With hearing		$ 10,776.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	$11,237.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	SEE NOTE 3
(Note: More than one may be charged for projects with multiple buildings or parcels)						
Without hearing (notice)		$ 7,321.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	$ 8,113.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	SEE NOTE 3
Without hearing (no notice)		$ 3,596.00		$ 4,315.00		SEE NOTE 3
Amended plot plan/substantial conformance		$ 3,982.00		$ 4,709.00		SEE NOTE 3
Multi-Family	per Unit	$ 41.00		$ 42.00		
Plot Plan Conditional Use Permit (Com/Ind)	per Acre	$ 89.00		$ 91.00		
Administrative (Includes second units)		$ 833.00		$ 850.00		
Property Posting		$140 per street frontage + $75 per project		$140 per street frontage + $75 per project		NO CHANGE
Pre-application Review		$ 769.00		$ 784.00		
Renewal Fee		50% of original fee		50% of original fee		
Reversion to Acreage	Deposit	$ 1,500.00	Actual charge is "fully burdened" rate charge	$ 1,500.00	Actual charge is "fully burdened" rate charge	NO CHANGE

Section 4 - Community & Economic Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Planning						
Signs						
Banner		$ 42.00		$ 43.00		
Permit: Wall		$ 119.00		$ 121.00		
Permit: Monument		$ 474.00		$ 483.00		
Permit: Pole and Freeway		$ 793.00		$ 809.00		
Review Program	Deposit	$ 1,300.00	Actual charge is "fully burdened" rate charge	$ 1,300.00	Actual charge is "fully burdened" rate charge	
Program Amendment Review	Deposit	$ 975.00	Actual charge is "fully burdened" rate charge	$ 975.00	Actual charge is "fully burdened" rate charge	
Special Event Permit		$ 35.00		$ 36.00		NO CHANGE
Specific Plan	Deposit	$ 17,000.00	Actual charge is "fully burdened" rate charge	$17,000.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Specific Plan Amendment	Deposit	$ 8,000.00	Actual charge is "fully burdened" rate charge	$ 8,000.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Subdivision Sales Office (Trailer) and Model Home Complexes-Temporary		$ 1,034.00		$ 1,055.00		
Temporary Use Permits		$ 284.00		$ [illegible]		SEE NOTE 3
Tentative Parcel Map						
Residential		$ 8,877.00	+	$ 9,049.00		
additional lot	per Lot	$ 116.00		$ 116.00		
		+ applicable environmental review and applicable notice and posting fees.		+ applicable environmental review and applicable notice and posting fees.		
Commercial		$ 9,619.00	+	$ 9,806.00		
additional lot	per Lot	$ 116.00		$ 116.00		
		+ applicable environmental review and applicable notice and posting fees.		+ applicable environmental review and applicable notice and posting fees.		

Section 4 - Community & Economic Development

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Planning						
Waiver	Deposit	$ 1,000.00	Actual charge is "fully burdened" rate charge plus applicable notice and posting fees.	$ 1,000.00	Actual charge is "fully burdened" rate charge plus applicable notice and posting fees.	NO CHANGE
Tentative Tract or Condo Map		$ 11,090.00	+	$11,307.00	+	
additional lot	per Lot	$ 96.00		$ 96.00		
		+ applicable environmental review and applicable notice and posting fees.		+ applicable environmental review and applicable notice and posting fees.		
Tentative Tract or Parcel Map Revised		$ 5,612.00	Plus applicable notice and posting fees	$ 5,721.00	Plus applicable notice and posting fees	
Variance from Standards						
Public Hearing Variance		$ 3,591.00	Plus applicable notice and posting fees	$ 3,663.00	Plus applicable notice and posting fees	
Administrative Variance		$ 650.00		$ 663.00		

Notes:

The environmental review fee shall be charged only one time for concurrently filed major developmental review applications. For example, the fee for a concurrently filed Parcel Map and Plot Plan will be the sum of the respective fees minus one environmental review fee.

Fees for quasi-public uses shall be reduced by 25%.

Note 1 - Any fees added to the Fee Schedule after November 2010 may not be automatically increased by CPI based on legal interpretation of Prop 26. This ruling does not include fees related to recreation programs, facility rental or utility operations.

Note 3 - These fees have been increased to reflect the time spent by both the Building & Safety and the Special Districts Divisions in providing these services.

Section 5 - Financial & Management Services

		Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Financial Operations					
Annual City Budget		Each	$10.00	$10.00	Also available on City website
Comprehensive Annual Financial Report (CAFR)		Each	$10.00	$10.00	Also available on City website
The Annual City Budget and the CAFR are also available on the City's website at the following links:					
Budget	http://www.moval.org/city_hall/departments/admin/budgetoffice.shtml				
CAFR	http://www.moval.org/city_hall/departments/admin/financial-ops.shtml				
Treasury Operations					
Collection of Returned Check		Each	$32.00	$33.00	
Business License					
Application	Jan 1, 2013 thru Dec 31, 2013	per License	$60.00		
	Jan 1, 2014 thru Dec 31, 2014	per License		$61.00	
Vehicle Tag		per Tag	$6.00	$6.00	
License for Farmers Market at Towngate Mall		Per Vendor Per Day	$5.00	$5.00	
License for single day events		Per Vendor Per Day	$5.00	$5.00	
(Note: Licenses for single day events must be reviewed and approved by the Chief Financial Officer)					
Reprint of License		Each	$5.00	$5.00	
Business Listing		Each	$20.00	$20.00	
Photo Identification Card		Each	$5.00	$5.00	

Section 5 - Financial & Management Services

Special Districts

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Miscellaneous Document Preparation, Review, Research, Processing etc	per Hour	$ 121.00	+ third party expenses	$ 123.00	+ third party expenses	
Land and Assessment Division Applications		$ 924.00 +		$ 942.00	+ third party expenses	
	per Parcel	$ 26.00		$ 27.00		
Special District Formation Application	Each	$ 5,135.00		$ 5,238.00		
Special District Bond Issuance	Each	1% of bond issue	$50,000 min	1% of bond issue	$50,000 min	
Special Tax Report	Each	City Cost	$10 min	City Cost	$10 min	NO CHANGE
Annual Levy Report	Each	City Cost	$10 min	City Cost	$10 min	NO CHANGE
Parcel Payoff/Amortization Schedule Note: Bond payoff/amortization schedule information is given to property owners free of charge. Others requesting information will be charged per parcel.	per Parcel	$ 46.00		$ 46.00		NO CHANGE
Fixed Charge Tax Bill Revisions	per Parcel	County Cost		County Cost		NO CHANGE
Plans and Specifications (Non-refundable) (Landscape and Street Light documents)		City Cost	$10 min	City Cost	$10 min	NO CHANGE

Section 5 - Financial & Management Services

Special Districts

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Mail Ballot / Special Election Processing (includes 2 Council meetings)						
Administrative Fee	per Proceeding	$ 3,309.00		$ 3,375.00	+ 3rd Party expenses	
Administrative Fee (CFD Annexations Only)	per Proceeding	$ 1,800.00		$ 1,800.00	+ 3rd Party expenses	SEE NOTE 1
Additional/rescheduled Council Meeting	per Meeting	$ 791.00		$ 791.00	+ 3rd Party expenses	SEE NOTE 1
Annexation/boundary map preparation	per Map	Actual charge is "fully burdened" rate charge plus expenses. Not to exceed actual City cost.		Actual charge is "fully burdened" rate charge plus expenses. Not to exceed actual City cost.		SEE NOTE 1
Landscape Plan Check						
Base Fee (7 sheets & 3 total submittals)		$ 6,158.00		$ 6,281.00		
Each Additional Sheet & 3 submittals		$ 863.00		$ 880.00		
Each Additional submittal	per Sheet	$ 185.00		$ 189.00		
Landscape Inspection						
0-1 Acre		$ 12,319.00		$ 12,565.00		
1-1.5 Acres		$ 14,167.00		$ 14,450.00		
1.5-2 Acres		$ 16,014.00		$ 16,334.00		
2-2.5 Acres		$ 17,863.00		$ 18,220.00		
Each additional 1/2 acre > 2.5	per 1/2 acre	$ 1,847.00		$ 1,884.00		
Additional Inspections or Re-Inspections	per Hour	$ 121.00	See Note 1	$ 121.00		SEE NOTE 1
Public Works Landscape Design Guidelines	Each	$ 10.00		$ 10.00		

Note 1 - Any fees added to the Fee Schedule after November 2010 may not be automatically increased by CPI based on legal interpretation of Prop 26.
This ruling does not include fees related to recreation programs, facility rental or utility operations.

Section 6 - Fire

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Pre-Development				
Annexation Agreement	Deposit	$ 94.00	$ 94.00	
Community Care Facility (Pre-inspection)				
25 or less		$ 50.00	$ 50.00	State Mandated
26 or more		$ 100.00	$ 100.00	State Mandated
Revised Tentative Parcel Map		$ 442.00	$ 451.00	
Fuel Modification Plan		$ 104.00	$ 106.00	
Fire Protection Plan		$ 339.00	$ 346.00	
Alternate methods and materials		$ 104.00	$ 106.00	
3rd review and subsequent submittals		$ 104.00	$ 106.00	
OTC/Misc Plan Review			$ -	

Architectural / Development

Plan Check and Inspections

	Unit	Plan Check Current Fee	Plan Check Proposed Fee	Inspection Current Fee	Inspection Proposed Fee
A-1 <=10,000 SF		$ 647.00	$ 660.00	$ 622.00	$ 634.00
A-1 > 10,000 SF		$ 803.00	$ 819.00	$ 830.00	$ 847.00
A-2, 2.1 <= 10,000 SF		$ 544.00	$ 555.00	$ 519.00	$ 529.00
A-2, 2.1 > 10,000 SF		$ 700.00	$ 714.00	$ 726.00	$ 741.00
A-3 <= 10,000 SF		$ 544.00	$ 555.00	$ 572.00	$ 583.00
A-3 >10,000 SF		$ 647.00	$ 660.00	$ 622.00	$ 634.00
A-4 <= 5000 SF		$ 441.00	$ 450.00	$ 519.00	$ 529.00
A-4 > 5000 SF		$ 494.00	$ 504.00	$ 572.00	$ 583.00
A-5<=5000 SF		$ 427.00	$ 436.00	$ 503.00	$ 513.00
A-5>5000 SF		$ 480.00	$ 490.00	$ 554.00	$ 565.00
A TI 0-5000 SF		$ 338.00	$ 345.00	$ 415.00	$ 423.00
A TI 5001 - 25,000 SF		$ 441.00	$ 450.00	$ 519.00	$ 529.00
A TI > 25,001 SF		$ 544.00	$ 555.00	$ 572.00	$ 583.00
B 0-5000 SF		$ 182.00	$ 186.00	$ 242.00	$ 247.00
B 5001 - 50,000 SF		$ 284.00	$ 290.00	$ 415.00	$ 423.00
B >50,000 SF		$ 388.00	$ 396.00	$ 572.00	$ 583.00
B TI 0-5000 SF		$ 157.00	$ 160.00	$ 215.00	$ 219.00
B TI 5001 - 50,000 SF		$ 207.00	$ 211.00	$ 312.00	$ 318.00
B TI >50,000 SF		$ 284.00	$ 290.00	$ 388.00	$ 396.00
E-1,2 0-2000 SF (private schools only)		$ 233.00	$ 238.00	$ 364.00	$ 371.00
E-1,2 2001 - 20,000 SF (private schools only)		$ 284.00	$ 290.00	$ 415.00	$ 423.00
E-1,2 > 20,000 SF (private schools only)		$ 441.00	$ 450.00	$ 494.00	$ 504.00
E-1,2 TI 0-2000 SF (private schools only)		$ 104.00	$ 106.00	$ 215.00	$ 219.00

Section 6 - Fire

Plan Check and Inspections (Cont)

	Unit	Plan Check Current Fee	Plan Check Proposed Fee	Inspection Current Fee	Inspection Proposed Fee
E-1,2 TI 2001 - 20,000 SF (private schools only)		$ 157.00	$ 160.00	$ 242.00	$ 247.00
E-1,2 TI > 20,000 SF (private schools only)		$ 207.00	$ 211.00	$ 268.00	$ 273.00
E-3 0-1000 SF (private schools only)		$ 130.00	$ 133.00	$ 215.00	$ 219.00
E-3 1001 - 20,000 SF (private schools only)		$ 233.00	$ 238.00	$ 441.00	$ 450.00
E-3 > 20,000 SF (private schools only)		$ 284.00	$ 290.00	$ 494.00	$ 504.00
E-3 TI 0-1000 SF (private schools only)		$ 104.00	$ 106.00	$ 189.00	$ 193.00
E-3 TI 1001 - 20,000 SF (private schools only)		$ 130.00	$ 133.00	$ 215.00	$ 219.00
E-3 TI > 20,000 SF (private schools only)		$ 157.00	$ 160.00	$ 242.00	$ 247.00
F,M,S 0-5000 SF		$ 233.00	$ 238.00	$ 364.00	$ 371.00
F,M,S 5001 - 12,500 SF		$ 338.00	$ 345.00	$ 415.00	$ 423.00
F,M,S 12,501 - 100,000 SF		$ 388.00	$ 396.00	$ 519.00	$ 529.00
F,M,S > 100,000 SF		$ 441.00	$ 450.00	$ 622.00	$ 634.00
F,M,S TI 0-5000 SF		$ 157.00	$ 160.00	$ 242.00	$ 247.00
F,M,S TI 5001 - 12,500 SF		$ 182.00	$ 186.00	$ 312.00	$ 318.00
F,M,S TI 12,501 - 100,000 SF		$ 233.00	$ 238.00	$ 338.00	$ 345.00
F,M,S TI > 100,000 SF		$ 284.00	$ 290.00	$ 364.00	$ 371.00
H-1,2,3, 7 0-1000 SF		$ 338.00	$ 345.00	$ 388.00	$ 396.00
H-1,2,3, 7 1001- 2,500 SF		$ 388.00	$ 396.00	$ 415.00	$ 423.00
H-1,2,3, 7 2,501 - 10,000 SF		$ 494.00	$ 504.00	$ 519.00	$ 529.00
H-1,2,3, 7 > 10,000 SF		$ 622.00	$ 634.00	$ 622.00	$ 634.00
H-1,2,3, 7 TI 0-1000 SF		$ 233.00	$ 238.00	$ 338.00	$ 345.00
H-1,2,3, 7 TI 1001- 2,500 SF		$ 284.00	$ 290.00	$ 364.00	$ 371.00
H-1,2,3, 7 TI 2,501 - 10,000 SF		$ 338.00	$ 345.00	$ 388.00	$ 396.00
H-1,2,3, 7 TI > 10,000 SF		$ 388.00	$ 396.00	$ 415.00	$ 423.00
H-4,5,6 0-1000 SF		$ 260.00	$ 265.00	$ 388.00	$ 396.00
H-4,5,6 1001- 2,500 SF		$ 364.00	$ 371.00	$ 415.00	$ 423.00
H-4,5,6 2,501 - 10,000 SF		$ 467.00	$ 476.00	$ 467.00	$ 476.00
H-4,5,6 > 10,000 SF		$ 597.00	$ 609.00	$ 519.00	$ 529.00
H-4,5,6 TI 0-1000 SF		$ 207.00	$ 211.00	$ 338.00	$ 345.00
H-4,5,6 TI 1001- 2,500 SF		$ 260.00	$ 265.00	$ 364.00	$ 371.00
H-4,5,6 TI 2,501 - 10,000 SF		$ 312.00	$ 318.00	$ 388.00	$ 396.00
H-4,5,6 TI > 10,000 SF		$ 364.00	$ 371.00	$ 415.00	$ 423.00
L-0-1,000 SF		$ 328.00	$ 335.00	$ 375.00	$ 383.00
L-1,001-2,500 SF		$ 377.00	$ 385.00	$ 403.00	$ 411.00
L-2,501-10,000 SF		$ 480.00	$ 490.00	$ 503.00	$ 513.00
L->10,000 SF		$ 604.00	$ 616.00	$ 604.00	$ 616.00
L-T.I. 0-1,000 SF		$ 226.00	$ 231.00	$ 328.00	$ 335.00
L-T.I. 1,001-2,500 SF		$ 276.00	$ 282.00	$ 352.00	$ 359.00
L-T.I. 2,501-10,000 SF		$ 328.00	$ 335.00	$ 377.00	$ 385.00
L-T.I. >10,000 SF		$ 377.00	$ 385.00	$ 403.00	$ 411.00
I Occupancies	Deposit	$ 350.00	$ 350.00	$ 409.00	$ 417.00
R-1, 2 0-5000 SF		$ 233.00	$ 238.00	$ 338.00	$ 345.00
R-1, 2 5001 - 25,000 SF		$ 284.00	$ 290.00	$ 364.00	$ 371.00

Section 6 - Fire

Plan Check and Inspections (Cont)

	Unit	Plan Check Current Fee	Plan Check Proposed Fee	Inspection Current Fee	Inspection Proposed Fee
R-1, 2 >25,001 SF		$ 338.00	$ 345.00	$ 415.00	$ 423.00
R-3 Model 1-5 homes		$ 182.00	$ 186.00	$ 242.00	$ 247.00
R-3 Model > 6 homes		$ 233.00	$ 238.00	$ 293.00	$ 299.00
R-3 Custom (1-2 units)		$ 157.00	$ 160.00	$ 234.00	$ 239.00
U - Occupancy		$ 157.00	$ 160.00	$ 207.00	$ 211.00
Shell 0-50,000 SF		$ 1,037.00	$ 1,058.00	$ 908.00	$ 926.00
Shell > 50,000 SF	Deposit	$ 350.00	$ 350.00	$ 350.00	$ 350.00
High-rise (4 floors or greater)	Deposit	$ 350.00	$ 350.00	$ 362.00	$ 362.00

	Occupancy Classifications
A	Facilities for Assemblies
B	Professional or Service Facilities
E	Educational Facilities
F	Factory and Industrial (non H)
H	Factory and Industrial (high fire, explosion or health hazard)
I	Hospitals, Nursing Homes
L	Laboratories
M	Sale of Merchandise
R	Hotels, Apartments and Congregate Residences
S	Storage (non hazardous)
U	Garages, Carports, Sheds and Agricultural Buildings

Fire Development

Development Plan Check and Inspection

	Unit	Plan Check Current Fee	Plan Check Proposed Fee	Inspection Current Fee	Inspection Proposed Fee
Sprinkler System New 1-100 heads		$ 234.00	$ 239.00	$ 546.00	$ 557.00
Sprinkler System New > 100 heads		$ 366.00	$ 373.00	NA	NA
Sprinkler System New 101-300 heads		NA	NA	$ 598.00	$ 610.00
Sprinkler System New 301-700 heads		NA	NA	$ 651.00	$ 664.00
Sprinkler System New > 700 heads		NA	NA	$ 702.00	$ 716.00
Sprinkler TI 1-10 heads		$ 157.00	$ 160.00	$ 234.00	$ 239.00
Sprinkler TI 11-50 heads		$ 182.00	$ 186.00	$ 442.00	$ 451.00
Sprinkler TI 51-100 heads		$ 234.00	$ 239.00	$ 495.00	$ 505.00
Sprinkler TI > 100 heads		$ 260.00	$ 265.00	$ 546.00	$ 557.00
Alarm New 1-10 Initiating Devises with notification		$ 157.00	$ 160.00	$ 339.00	$ 346.00
Alarm New 11-50 Initiating Devises with notification		$ 234.00	$ 239.00	$ 366.00	$ 373.00
Alarm New 51-100 Initiating Devises with notification		$ 287.00	$ 293.00	$ 416.00	$ 424.00
Alarm New > 100 Initiating Devises with notification		$ 339.00	$ 346.00	$ 495.00	$ 505.00
Alarm TI 1-10 Initiating Devices with notification		$ 131.00	$ 134.00	$ 287.00	$ 293.00
Alarm TI 11-50 Initiating Devices with notification		$ 157.00	$ 160.00	$ 313.00	$ 319.00
Alarm TI 51-100 Initiating Devices with notification		$ 208.00	$ 212.00	$ 366.00	$ 373.00
Alarm TI > 100 Initiating Devices with notification		$ 287.00	$ 293.00	$ 416.00	$ 424.00

Section 6 - Fire

Development Plan Check and Inspection (Cont)

	Unit	Plan Check Current Fee	Plan Check Proposed Fee	Inspection Current Fee	Inspection Proposed Fee	
Alarm-Fire Monitoring		$ -	$ 157.00	$ -	$ 200.00	NEW
ESFR	per Riser	$ 157.00	$ 160.00	NA	NA	
Underground Sprinkler	per Riser	$ 234.00	$ 239.00	$ 633.00	$ 646.00	
Underground Hydrant		$ 182.00	$ 186.00	$ 633.00	$ 646.00	
Underground Combo Up to 4 Connections		$ 339.00	$ 346.00	$ 711.00	$ 725.00	
Aboveground Hydrant		$ 260.00	$ 265.00	$ 520.00	$ 530.00	
Residential Sprinkler 13R Family 1-2 units		$ 234.00	$ 239.00	$ 520.00	$ 530.00	
Residential Sprinkler 13D Single Family 1-2 units		$ 182.00	$ 186.00	$ 520.00	$ 530.00	
Residential Sprinkler 13R Multi Family up to 4 stories	per System	$ 313.00	$ 319.00	$ 651.00	$ 664.00	
Hood and Duct	per System	$ 157.00	$ 160.00	$ 216.00	$ 220.00	
Fire Pump	per Pump	$ 287.00	$ 293.00	$ 287.00	$ 293.00	
Standpipes		$ 390.00	$ 398.00	$ 295.00	$ 301.00	
Special Extinguishing Systems		$ 182.00	$ 186.00	NA	NA	
Vapor Recovery Special Equipment		$ 157.00	$ 160.00	NA	NA	
Medical Gases Special System		$ 182.00	$ 186.00	$ 189.00	$ 193.00	
Industrial Gases Special System		$ 234.00	$ 239.00	$ 295.00	$ 301.00	
Liquefied Petroleum Gases Special System > 500 gal		$ 234.00	$ 239.00	$ 346.00	$ 353.00	
Tank/Piping Installation	per Tank	$ 243.00	$ 248.00	$ 243.00	$ 248.00	
Tank/Piping Removal	per Tank	$ 164.00	$ 167.00	$ 287.00	$ 293.00	
Ovens, industrial baking or drying per oven, furnace or kiln Special Equip. (New Construction)		$ 131.00	$ 134.00	$ 189.00	$ 193.00	
Smoke Control		$ 234.00	$ 239.00	$ 346.00	$ 353.00	
Dust Collection Special Equipment		$ 157.00	$ 160.00	$ 189.00	$ 193.00	
Hazmat Storage		$ 287.00	$ 293.00	$ 295.00	$ 301.00	
High Piled/Solid Piled Storage Class III, IV, High Hazard		$ 339.00	$ 346.00	$ 451.00	$ 460.00	
Racking System		$ 390.00	$ 398.00	$ 451.00	$ 460.00	
Photovoltaic Systems		$ -	$ 200.00	$ -	$ 157.00	NEW
Regulated Refrigeration per system		$ 157.00	$ 160.00	$ 295.00	$ 301.00	
Miscellaneous Industrial Equipment Install		$ 157.00	$ 160.00	$ 189.00	$ 193.00	
FPE Technical Report Major Review		$ 442.00	$ 451.00	NA	NA	
FPE Technical Report Minor Review		$ 234.00	$ 239.00	NA	NA	
Spray Booth Inspection		NA	NA	$ 295.00	$ 301.00	
Foam/Liquid System Inspection		NA	NA	$ 346.00	$ 353.00	
Dry Chemical System Inspection		NA	NA	$ 243.00	$ 248.00	
CO2 System Inspection		NA	NA	$ 243.00	$ 248.00	
Inert Gas System Inspection		NA	NA	$ 243.00	$ 248.00	
FM200 Clean Agent System		NA	NA	$ 243.00	$ 248.00	
Adult Care Facility Inspection		NA	NA	$ 390.00	$ 398.00	
Child Care Facility Inspection		NA	NA	$ 390.00	$ 398.00	
Residential Care Facilities 1 - 6		NA	NA	$ 366.00	$ 373.00	
Residential Care Facilities >6	per Story	NA	NA	$ 149.00	$ 152.00	
K-12 Public School Inspection		NA	NA	$ 197.00	$ 201.00	
K-12 Private School Inspection		NA	NA	$ 442.00	$ 451.00	
High-rise Inspection	per Hour	NA	NA	$ 104.00	$ 106.00	
Asbestos removal		NA	NA	$ 243.00	$ 248.00	

Section 6 - Fire

Development Plan Check and Inspection (Cont)	Unit	Plan Check Current Fee	Plan Check Proposed Fee	Inspection Current Fee	Inspection Proposed Fee	
Work without Approval or Permit		NA	NA	$ 208.00	$ 212.00	
Inspection following Failure to Maintain Fire Protection Systems		NA	NA	$ 208.00	$ 212.00	
Fire Prevention Inspection/Re-inspection/Phasing		NA	NA	$ 148.00	$ 151.00	
Renewable Permit Fees						
Aerosol Products		$ 233.00	$ 238.00	$ 66.00	$ 67.00	
Aircraft Refueling Vehicles		$ 182.00	$ 186.00	$ 91.00	$ 93.00	
Automobile Wrecking Yard		$ 182.00	$ 186.00	$ 195.00	$ 199.00	
Battery System		$ 233.00	$ 238.00	$ 66.00	$ 67.00	
Candles and Open Flame in Assembly Occupancy Areas		$ 130.00	$ 133.00	$ 66.00	$ 67.00	
Cellulose Nitrate Film		$ 130.00	$ 133.00	$ 66.00	$ 67.00	
Cellulose Nitrate Storage		$ 182.00	$ 186.00	$ 195.00	$ 199.00	
Combustible fiber Storage		$ 182.00	$ 186.00	$ 195.00	$ 199.00	
Combustible materials Storage		$ 182.00	$ 186.00	$ 195.00	$ 199.00	
Commercial Rubbish Handling Operation		$ 182.00	$ 186.00	$ 195.00	$ 199.00	
Compressed Gases		$ 207.00	$ 211.00	$ 195.00	$ 199.00	
Cryogens		$ 207.00	$ 211.00	$ 195.00	$ 199.00	
Dry Cleaning Plant		$ 233.00	$ 238.00	$ 299.00	$ 305.00	
Dust-Producing Operations		$ 130.00	$ 133.00	$ 91.00	$ 93.00	
Explosives or Blasting agents, Use or Transportation		$ 284.00	$ 290.00	$ 325.00	$ 332.00	
Flammable or Combustible Liquids pipelines, store, handle, use		$ 284.00	$ 290.00	$ 299.00	$ 305.00	
Hazardous Materials		$ -	$ 284.00	$ -	$ 299.00	NEW
High Piled/Solid Piled Combustible Storage Class I, II		$ 77.00	$ 79.00	$ 144.00	$ 147.00	
Hot Works Operations		$ 130.00	$ 133.00	$ 66.00	$ 67.00	
Liquefied Petroleum Gases store, use, handle, dispense-Plan Check 125-500 gals		$ 77.00	$ 79.00	$ 144.00	$ 147.00	
Ovens - Industrial Baking or drying		$ 77.00	$ 79.00	$ 91.00	$ 93.00	
Places of Assembly		$ 182.00	$ 186.00	$ 66.00	$ 67.00	
Refrigeration Equipment		$ 77.00	$ 79.00	$ 91.00	$ 93.00	
Repair Garages		$ 157.00	$ 160.00	$ 91.00	$ 93.00	
Spraying or Dipping		$ 77.00	$ 79.00	$ 66.00	$ 67.00	
Wood Products		$ 77.00	$ 79.00	$ 91.00	$ 93.00	
Motor Vehicle fuel dispensing		$ 77.00	$ 79.00	$ 91.00	$ 93.00	
Tire Storage		$ 182.00	$ 186.00	$ 91.00	$ 93.00	
Lumber Yard		$ 182.00	$ 186.00	$ 195.00	$ 199.00	
Fireworks, manufacture, compound, store		$ 338.00	$ 345.00	$ 299.00	$ 305.00	
Fruit ripening		$ 182.00	$ 186.00	$ 91.00	$ 93.00	
Magnesium Working		$ 182.00	$ 186.00	$ 91.00	$ 93.00	
Radioactive materials		$ 338.00	$ 345.00	$ 195.00	$ 199.00	
Welding & Cutting		$ 338.00	$ 345.00	$ 195.00	$ 199.00	NEW

Section 6 - Fire

		Current Fee	Proposed Fee		
Activity Permits					
Bowling pin or alley refinishing		$ 164.00	$ 167.00		
Candles and open flames in assembly areas		$ 164.00	$ 167.00		
Carnivals and fairs		$ 243.00	$ 248.00		
Explosives or blasting agents, use, dispose		$ 346.00	$ 353.00		
Fireworks, displays		$ 320.00	$ 326.00		
Hot works operations		$ 164.00	$ 167.00		
Liquefied petroleum gases, install containers		$ 243.00	$ 248.00		
Liquid or gas fueled vehicles or equipment in assembly areas		$ 216.00	$ 220.00		
Mall, covered		$ 216.00	$ 220.00		
Open Burning		$ 164.00	$ 167.00		
Parade floats (per event)		$ 243.00	$ 248.00		
Pyrotechnical special effects material / model rockets		$ 346.00	$ 353.00		
Temporary membrane structures, tents and canopies		$ 295.00	$ 301.00		
Christmas Tree sales		$ 164.00	$ 167.00		
Pumpkin Patch		$ 164.00	$ 167.00		
Haunted Houses		$ 164.00	$ 167.00		
Hazardous Area Fire Permit		$ 320.00	$ 326.00		
Miscellaneous Activity Permit		$ 157.00	$ 160.00		
Post Development					
Fire and Life Safety Inspection					
Annual inspection (includes one re-inspection)		$ 157.00	$ 160.00		
2nd re-inspection		$ 313.00	$ 319.00		
3rd and subsequent re-inspections		$ 469.00	$ 478.00		
Fire Watch Inspection	per Hour	$ 104.00	$ 106.00		
Fire Hydrant Inspection		$ 104.00	$ 106.00		
Fire Inspection					
State Mandated		$ 89.00	$ 89.00		
Community Care Facility					
25 or less (not including elderly 1-6)		$ 89.00	$ 89.00	State Mandated	
26 or more		$ 134.00	$ 134.00	State Mandated	
Special Event		$ 89.00	$ 89.00		
Miscellaneous Post Development Inspection		$ 89.00	$ 89.00		
Multi-Family Residential Housing Inspection	per Unit	$ -	$ 36.00	State Mandated	NEW
Records Request					
Photographs, color print (4"x6")		$ 5.00	$ 5.00		
Fire Incident Reports (paid to County of Riverside)		$ 20.00	$ 20.00		
Fire Inspection Reports (up to 8 1/2"x14")					
First 10 pages	per Report	$ 6.00	$ 6.00		
Additional pages	per Page	$ 1.00	$ 1.00		

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Section 6 - Fire

	Unit	Current Fee	Proposed Fee	
Hourly Rates				
Fire Marshal		$ 140.00		The fully-burdened wage rate including overhead; not to exceed actual City costs.
Deputy Fire Marshal		$ 105.00		
Fire Safety Specialists		$ 106.00		
Fire Safety Inspector		$ 106.00		
Overtime		Position time + 50%		
Consultant Fire Plan Review		Consultant Cost +20% Admin Fee		

Other Fees	Unit	Current Fee	Proposed Fee
False Alarm			
Residential		$ 100.00	$ 100.00
Commercial		$ 200.00	$ 200.00
Fire Permit Issuance Fee		$ 22.00	$ 22.00
Hazard Reduction Inspection			
This fee will be assessed to all parcels defined as open space land and where legally permitted. Any fees associated with failure to comply and fire department ordered abated land will be pursued separately from this inspection fee. This fee will be collected as part of the annual property tax bill through the County of Riverside.			
Parcels < 1 acre		$ 50.00	$ 50.00
Parcels 1 acre to < 5 acres		$ 75.00	$ 75.00
Parcels > 5 acres		$ 100.00	$ 100.00
Hazard Reduction Abatement Administrative Fee		$ 240.00	$ 240.00
Hazard Reduction Abatement Cost Recovery		Actual cost charged by the City's abatement contractor.	

Section 6 - Fire

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Office of Emergency Management and Volunteer Services				
Community Emergency Response (CERT)	per Class	$ 15.00	$ 15.00	

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Section 7 - Parks and Community Services

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Parks Projects				
Plan Check Fees (1 - 3 submittals)				
Project Cost:				
$0-$20,000		3.50%	3.50%	
$20,001-$100,000		3.25%	3.25%	
> $100,000		3.00%	3.00%	
4th and subsequent submittals		$ 140.00	$ 140.00	
Revisions				
Minor (detail changes only)		$ 256.00	$ 256.00	
Major		Same as initial submittal		
Inspection and Testing				
Project Cost:				
$0-$20,000		7.00%	7.00%	
$20,001-$100,000		6.00%	6.00%	
> $100,000		5.00%	5.00%	
Research of Records, Files, etc		Actual City Cost	Actual City Cost	
Penalty Fees				
Inspection and Testing Work in the right-of-way or park without encroachment permit or written agreement with Parks and Community Services	per Offense	$ 561.00 plus actual damages	$ 561.00 plus actual damages	
Applicant's failure to schedule inspection prior to performing work	per Offense	$ 112.00	$ 112.00	
Applicant's failure to attend or be prepared for a scheduled inspection	per Offense	$ 112.00	$ 112.00	

Section 7 - Parks and Community Services

Recreation Programs

Non-Resident Fees: Fees for Non-Residents to participate in Recreation Programs and Services will be charged at full cost recovery, which is the Resident Fee plus 30%.

Adult Sports (18 Years or Older)

Category 4 includes Adult Sports Programs provided by the City which are Council approved fees to cover the direct program cost plus 20% for administrative and overhead related costs.

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Program Registration Fee		Per Program	$ 2.00	$ 2.00	
Basketball League *	Category 4	Per Team	$ 300.00	$ 300.00	
Basketball Open Play **	Category 4	Per Person	$ 3.00	$ 3.00	
Bowling Class and League	Category 4	Per Person	$ 78.00 - 85.00	$ 78.00 - 85.00	
Father's Day Over-The-Line Softball Tournament *	Category 4	Per Team	$ 65.00 - 100.00	$ 65.00 - 100.00	
Flag Football League *	Category 4	Per Team	$ 300.00	$ 300.00	
Flag Football Tournament *	Category 4	Per Team	$ 150.00 - 200.00	$ 150.00 - 200.00	
Official's Clinic	Category 4	Per Person	$ 15.00	$ 15.00	
Protest Fee	Category 4	Per Team	$ 25.00	$ 25.00	
Softball League - Competitive *	Category 4	Per Team	$ 345.00	$ 345.00	
Softball League - Non-Competitive *	Category 4	Per Team	$ 260.00	$ 260.00	
Softball Tournament *	Category 4	Per Team	$ 185.00 - 310.00	$ 185.00 - 310.00	
Tennis Tournament *	Category 4	Per Person	$ 20.00 - 50.00	$ 20.00 - 50.00	
Volleyball League *	Category 4	Per Team	$ 260.00	$ 260.00	
Volleyball Tournament *	Category 4	Per Team	$ 175.00 - 225.00	$ 175.00 - 225.00	
Volleyball Open Play **	Category 4	Per Person	$ 3.00	$ 3.00	
New Program	Category 4	Per Person	$ Cost Recovery	$ Cost Recovery	
Cancellation /Transfer Fee	Category 4	Per Person	20%	20%	
* Denotes Fee for Late Registration	Category 4	Per Team	$ 18.00	$ 18.00	

** Excludes Program Registration Fee

Adult Contract Classes (18 Years or Older)

Category 5 includes Adult Contract Programs provided by the City which are Council approved fees to cover the direct program cost plus 15% for administrative and overhead related costs.

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Program Registration Fee		Per Program	$ 2.00	$ 2.00	
Belly Dancing For Fun and Fitness	Category 5	Per Person	$ 32.00 - 45.00	$ 32.00 - 45.00	
Boxing	Category 5	Per Person	$ 60.00 - 80.00	$ 60.00 - 80.00	
Bryan's Dog Training	Category 5	Per Person	$ 65.00 - 75.00	$ 65.00 - 75.00	
Kung Fu Art of Self-Defense	Category 5	Per Person	$ 65.00 - 85.00	$ 65.00 - 85.00	
Yoga - 1 Day	Category 5	Per Person	$ 36.00 - 50.00	$ 36.00 - 50.00	
Cancellation /Transfer Fee	Category 5	Per Person	20%	20%	
New Adult Contract Classes	Category 5	Per Person	Full Cost Recovery	Full Cost Recovery	

Section 7 - Parks and Community Services

Youth Sports

Category 6 includes Youth Sports Programs provided by the City which are Council approved fees to cover the direct program cost plus 20% for administrative and overhead related costs.

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Program Registration Fee		Per Program	$ 2.00	$ 2.00	
Basketball League * #	Category 6	Per Person	$ 65.00 - 86.00	$ 65.00 - 86.00	
Basketball Pee Wee * #	Category 6	Per Person	$ 50.00	$ 50.00	
Sports Camp #	Category 6	Per Person	$ 60.00-110.00	$ 60.00-110.00	
Flag Football League * #	Category 6	Per Person	$ 59.00	$ 59.00	
Middle School Sports Program #	Category 6	Per Person	$ 25.00	$ 25.00	
Spudball * #	Category 6	Per Person	$ 50.00	$ 50.00	
Tennis Lessons #	Category 6	Per Person	$ 37.00-65.00	$ 37.00-65.00	
Pee Wee Flag Football #	Category 6	Per Person	$ 50.00	$ 50.00	
General Sports Skills Contests #	Category 6	Per Person	Cost Recovery	Cost Recovery	
Open Play Basketball / Volleyball # **	Category 6	Per Person	$ 1.00	$ 1.00	
Jr. Basketball #	Category 6	Per Person	$ 60.00	$ 60.00	
New Youth Sports Programs #	Category 6	Per Person	Cost Recovery	Cost Recovery	
Cancellation /Transfer Fee	Category 6	Per Person	20%	20%	
* Denotes Fee for Late Registration	Category 6	Per Person	$ 5.00-10.00	$ 5.00-10.00	

** Excludes Program Registration Fee

# Denotes Family Discount available. See note below.

Youth/Teen Activities and Programs

Category 7 includes Youth Contract Classes and Youth Programs provided by the City which are Council approved fees to cover the direct program cost plus 15% for administrative and overhead related costs.

Program Registration Fee		Per Program	$ 2.00	$ 2.00	
Breakfast with Santa #	Category 7	Per Person	$ 6.00 - 10.00	$ 6.00 - 10.00	
Bunny Brunch #	Category 7	Per Person	$ 6.00 - 10.00	$ 6.00 - 10.00	
Holiday Chef #	Category 7	Per Person	$ 8.00 - 10.00	$ 8.00 - 10.00	
Holiday Craft #	Category 7	Per Person	$ 8.00 - 10.00	$ 8.00 - 10.00	
Camp * (Weekly) #	Category 7	Per Person	$ 85.00	$ 85.00	
Spring Chef Workshop #	Category 7	Per Person	$ 8.00 - 10.00	$ 8.00 - 10.00	
Spring Craft #	Category 7	Per Person	$ 8.00 - 10.00	$ 8.00 - 10.00	
Time for Tots - 2 Days (2 Weeks) #	Category 7	Per Person	$ 40.00	$ 40.00	
Time for Tots - 4 Days (2 Weeks) #	Category 7	Per Person	$ 52.00	$ 52.00	
T-Shirts **	Category 7	Per Shirt	$ 10.00	$ 10.00	
Sunshine Social #	Category 7	Per Person	$ 20.00	$ 20.00	
Bowling Class/League #	Category 7	Per Person	$ 50.00 - 65.00	$ 50.00 - 65.00	
New Youth/Teen Activities and Programs #	Category 7	Per Person	$ Cost Recovery	$ Cost Recovery	
Cancellation /Transfer Fee	Category 7	Per Person	20%	20%	
* Denotes Fee for Late Registration	Category 7	Per Person	$ 5.00	$ 5.00	

** Excludes Program Registration Fee

# Denotes Family Discount available. See note below.

 # -FAMILY DISCOUNT

A family discount applies when siblings are registered in the same program. The family discount only applies to non-contract programs as identified with an #. The following family discount rates apply:

1st child = Full rate
2nd Child = Receives a 15% discount
3rd Child += Receives a 10% discount

Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Youth/Teen Classes					
Category 7 includes Youth Contract Classes and Youth Programs provided by the City which are Council approved fees to cover the direct program cost plus 15% for administrative and overhead related costs.					
Program Registration Fee		Per Program	$ 2.00	$ 2.00	
Ballet Folklorico - Youth	Category 7	Per Person	$ 22.00 - 35.00	$ 22.00 - 35.00	
Boxing - Youth	Category 7	Per Person	$ 60.00 - 70.00	$ 60.00 - 70.00	
Drawing for Kids - Youth	Category 7	Per Person	$ 30.00 - 40.00	$ 30.00 - 40.00	
Hip Hop Jazz	Category 7	Per Person	$ 32.00 - 45.00	$ 32.00 - 45.00	
Instant Piano	Category 7	Per Person	$ 25.00 - 35.00	$ 25.00 - 35.00	
Golf Clinic - Youth	Category 7	Per Person	$ 42.00 - 55.00	$ 42.00 - 55.00	
Kickboxing - Teen	Category 7	Per Person	$ 70.00	$ 70.00	
Kung Fu Art of Self Defense - Youth	Category 7	Per Person	$ 42.00 - 55.00	$ 42.00 - 55.00	
Salsa/Latin Dance - Teen	Category 7	Per Person	$ 55.00 - 85.00	$ 55.00 - 85.00	
Cancellation /Transfer Fee	Category 7	Per Person	20%	20%	
New Youth/Teen Contract Classes	Category 7	Per Person	Cost Recovery	Cost Recovery	
Senior Programs					
Category 1 includes Senior Programs provided by outside agencies at no charge to the participant, and there is no direct cost to the City. All indirect costs will be subsidized by the City.					
Bingo	Category 3	Per Person	$ 1.00 = 2 Cards add Cards = $.50 ea	$ 1.00 = 2 Cards add Cards = $.50 ea	
Breakfast, Lunch, Pizza, Picnic	Category 3	Per Person	Cost Recovery	Cost Recovery	
Bunco	Category 3	Per Person	$ 2.00	$ 2.00	
Dances	Category 3	Per Person	$ 8.00	$ 8.00	
Line Dancing	Category 11	Per Person	Contracted	Contracted	
Swap Meet	Category 3	Per Table	$ 5.00	$ 5.00	
New Senior Contract Program - Administered by Contract	Category 11	Per Person	Contracted	Contracted	
New Senior Program Provided by Outside Agencies	Category 1	Per Person	$ 0	$ 0	
New Senior Program Assisted by City Staff	Category 3	Per Person	Cost Recovery	Cost Recovery	
New Senior Programs Assisted By Volunteers	Category 2	Per Person	$ 0	$ 0	
Trips / Tours - Administered by Contract	Category 11	Per Person	Contracted	Contracted	
Special Events					
Category 8 includes Family and Community Seasonal Non-Fee Programs approved and directed by City Council to seek potential private sector sponsorship for programs in this category to cover direct program cost where possible. This may include charging a fee					
Program Registration Fee		Per Program	$ 2.00	$ 2.00	
Easter Egg Hunt	Category 8	Per Person	FREE	FREE	
Fourth of July Parade Entry **	Category 8	Per Entry	$ 30.00	$ 30.00	
Fourth of July Parade Vendor **	Category 8	Per Booth	$ 50.00	$ 50.00	
Fourth of July Festival Arts & Crafts Booth **	Category 8	Per Booth	$ 75.00	$ 75.00	
Fourth of July Festival Food Booth (Commercial) **	Category 8	Per Booth	$ 250.00	$ 250.00	
Fourth of July Festival Food Booth (Non-Profit) **	Category 8	Per Booth	$ 150.00	$ 150.00	
Fourth of July Festival Service Info Booth (Non-Profit) **	Category 8	Per Booth	$ 25.00	$ 25.00	
Fourth of July Food Booth Deposit **	Category 8	Per Booth	$ 50.00	$ 50.00	
Youth Fest	Category 8	Per Booth	FREE	FREE	
Artober Fest	Category 8	Per Booth	$ 15.00 - 25.00	$ 15.00 - 25.00	
Art au Soleil	Category 8	Per Booth	$ 15.00-25.00	$ 15.00 - 25.00	
Wine & Art Show	Category 8	Per Booth	$ 15.00 - 25.00	$ 15.00 - 25.00	

** Excludes Program Registration Fee

Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
On-Line Registration Processing Fee (This fee is charged by the on-line provider)					
On-Line Registration has no applicable category association.					
Transactions < $150					
Percentage of Transaction cost plus			6.50% *	6.50%	
Fixed Fee per Transaction		$	0.50 *	$ 0.50	
Transactions from $150 to $500					
Percentage of Transaction cost plus			3.50%	3.50%	
Fixed Fee per Transaction		$	5.00	$ 5.00	
Transactions over $500					
Percentage of Transaction cost plus			2.50%	2.50%	
Fixed Fee per Transaction		$	10.00	$ 10.00	

* $2.00 minimum

Section 7 - Parks and Community Services

Park Reservations

Non-Resident Fees: Fees for Non-Residents to participate in Recreation Programs and Services will be charged at full cost recovery, which is the Resident Fee plus 30%.

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Athletic Field Reservation					
Non-Profit Youth Groups per field	N/A	2 Hour min.	$ 2.00	$ 2.00	
Adult Non-Profit Groups and Unorganized Group Play per field	N/A	Per Hour	$ 5.00	$ 5.00	
Adult & Youth Sports play by Private Groups	N/A	Per Hour	$ 10.00	$ 10.00	
Organized Commercial (For Profit) Groups (per field)	N/A	Per Hour	$ 50.00	$ 50.00	
Field Preparation - not included - cost recovery of staff overtime	N/A	Per Hour	$ 50.00	$ 75.00	
Cancellation /Transfer Fee	N/A	N/A	20%	20%	
Athletic Field Lighting					
All Users (This does not include adult groups at Moreno Valley Community Park)	N/A	Per Hour	$ 15.00	$ 14.00	DEPT REQUESTED
Adult groups at Moreno Valley Community Park	N/A	Per Hour	$	$ 17.00	NEW
Snack Bar (4 Hours or Less Play)					
Moreno Valley Youth and Non-Profit Groups	N/A	Per Day	$ 20.00	$ 20.00	
Moreno Valley Youth and Non-Profit Groups	N/A	Per Evening *	$ 10.00	$ 10.00	
Cleaning Deposit Fee (required for all groups)	N/A	Per Rental	$ 125.00	$ 125.00	
Key Deposit (required for all groups)	N/A	Per Group	$ 25.00	$ 25.00	
Storage Unit Rental					
Storage Units	N/A	Per Month	$ 35.00	$ 35.00	
Over 4 Hour Play					
Field Reservation/Non-Profit (First field preparation included.)	N/A	Per Field	$ 100.00	$ 100.00	
Field Reservation/ Private Group (First field preparation included.)	N/A	Per Field	$ 175.00	$ 175.00	
Field Preparation - Weekday-Cost Recovery	N/A	Per Field	$ 50.00	$ 75.00	
Field Preparation - Weekend	N/A	Per Field	$	$ 115.00	NEW
Mound Drop and Removal	N/A	Per Event	$ 175.00- 300.00	$ 175.00- 300.00	
Admission Gate (Pre-Approved by Director)	N/A	Per Event	25% of gate	25% of gate revenue	
Snackbar Cleaning Deposit Fee (required for all groups)	N/A	Per Event	$ 200.00	$ 200.00	
Snackbar	N/A	Per Day	$ 50.00	$ 50.00	
Vendor Fee	N/A	Per Event	$ 100.00	$ 100.00	
Facility Deposit	N/A	N/A	$ 100.00	$ 100.00	
Cancellation/Transfer Fee	N/A	N/A	20%	20%	

Gate Admission Must be Pre-Approved by Director Per Event

Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Park Fees					
Park Reservation for Special Events	N/A	Per Day	$ 50.00	$ 50.00	
Park Reservation for Park Area	N/A	Per Day	$ 25.00	25.00	
Picnic Shelter Small (1-2 Tables)	N/A	Per Day	$ 37.00	$ 37.00	
Picnic Shelter Medium (3-6 Tables)	N/A	Per Day	$ 80.00	$ 80.00	
Picnic Shelter Large (Over 6 Tables)	N/A	Per Day	$ 156.00	$ 156.00	
Cleaning/Security Deposit	N/A	Per Day	$ 75.00	$ 75.00	
Special Event Permit	N/A	Per Day	$ 207.00	$ 207.00	
Cancellation/Transfer Fee	N/A	N/A	20%	20%	
Electrical Use		Per Day	$ 35.00	$ 35.00	
Valley Skate Park and Soccer Arena					
Helmet Rental	N/A	Per Person	$ 3.00	$ 3.00	
Helmet Deposit (ID Required or $20 Deposit)	N/A	Per Person	$ 20.00	$ 20.00	
Instructional Clinics/Lessons Per Session	N/A	Per Person	$ 5.00-20.00	$ 5.00-20.00	
Skate Park and Arena Soccer Session Entry Fee					
Youth	NA	Per Session	$ 2.00	$ 2.00	
Adult	NA	Per Session	$ 4.00	$ 4.00	
Soccer Arena Rental	NA	Per Hour	$ 5.00-50.00	$ 5.00-50.00	
Arena Soccer League					
Youth	NA	Per Team	$ 50.00-100.00	$ 50.00-100.00	
Adult	NA	Per Team	$ 300.00-500.00	$ 300.00-500.00	
Lights	NA	Half Hour	$ 7.50	$ 7.50	
School District Arena Rental	NA	Per Team	$ Cost Recovery for Staff	$ Cost Recovery for Staff	
Golf Course					
Golf Course Fees:					
Adult - 18 Holes (Mon. - Fri.)	N/A	Per Person	$ 11.00	$ 13.00	
Adult - 18 Holes Twilight Rate (after 2PM)	N/A	Per Person	$	$ 10.00	NEW
Adult - 9 Holes (Mon. - Fri.)	N/A	Per Person	$ 8.00	$ 9.00	
Adult - 9 Holes Twilight Rate (After 2PM)	N/A	Per Person	$	$ 6.00	NEW
Seniors 55 & Over - 18 Holes (Mon. - Fri.)	N/A	Per Person	$ 9.00	$ 11.00	
Seniors 55 & Over - 18 Holes Twilight Rate (After 2PM)	N/A	Per Person	$	$ 10.00	NEW
Seniors 55 & Over - 9 Holes (Mon. - Fri.)	N/A	Per Person	$ 6.50	$ 7.00	
Seniors 55 & Over - 9 Holes Twilight Rate (After 2PM)	N/A	Per Person	$	$ 6.00	
Adult & Seniors 18 Holes - Weekends, Holidays, Tournament Play	N/A	Per Person	$ 14.00	$ 15.00	NEW
Adult & Seniors 9 Holes - Weekends, Holidays, Tournament Play	N/A	Per Person	$ 9.50	$ 11.00	
Students Under 18 - 18 Holes (Mon. - Fri.)	N/A	Per Person	$ 9.00	$ 8.00	
Students Under 18 - 18 Holes Twilight Rates (After 2PM)	N/A	Per Person	$	$ 8.00	NEW
Students Under 18 - 9 Holes (Mon. - Fri.)	N/A	Per Person	$ 6.50	$ 5.00	
Students Under 18 - 9 Holes Twilight Rates (After 2PM)	N/A	Per Person	$	$ 3.00	NEW
Students Under 18 - 18 Holes (Weekends, Holidays, Tournament	N/A	Per Person	$	$ 8.00	NEW
Students Under 18 - 9 Holes (Weekends, Holidays, Tournament	N/A	Per Person	$	$ 7.00	NEW
Cart Rental	N/A	Per Cart	$ 2.50	$ 3.00	
Club Rental	N/A	Per Set	$ 5.00	$ 5.00	
Replay for Additional 9-Holes	N/A	Per Person	$	$ 3.00	NEW
~~Junior Rentals - with Monthly Card~~	~~N/A~~	~~Per Person~~	~~$ 5.00~~	~~$ 5.00~~	DELETE
~~Junior Rentals - without Monthly Card~~	~~N/A~~	~~Per Person~~	~~$ 10.00~~	~~$ 10.00~~	DELETE

Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Golf Course Specials					
Punch Cards: Adults = Ten 9-Hole Rounds (Mon-Fri)	N/A	Per Card	$ 75.00	$ 60.00	
Punch Cards: Seniors = Ten 9-Hole Rounds (Mon-Fri)	N/A	Per Card	$ 50.00	$ 50.00	
Punch Cards: ~~Juniors~~ Students = Ten 9-Hole Rounds (Mon-Fri)	N/A	Per Card	$ 50.00	$ 35.00	
Punch Cards: Adults = Ten 9-Hole Rounds (Any Day)	N/A	Per Card	$	$ 75.00	NEW
Punch Cards: Seniors = Ten 9-Hole Rounds (Any Date)	N/A	Per Card	$	$ 75.00	NEW
Punch Cards: Students = Ten 9-Hole Rounds (Any Day)	N/A	Per Card	$	$ 50.00	NEW
Punch Cards: Adults = Ten 18-Hole Rounds (Mon-Fri)	N/A	Per Card	$	$ 90.00	NEW
Punch Cards: Seniors = Ten 18-Hole Rounds (Mon-Fri)	N/A	Per Card	$	$ 75.00	NEW
Punch Cards: Students = Ten 18-Hole Rounds (Mon-Fri)	N/A	Per Card	$	$ 55.00	NEW
Punch Cards: Adults = Ten 18-Hole Rounds (Any Day)	N/A	Per Card	$	$ 100.00	NEW
Punch Cards: Seniors = Ten 18-Hole Rounds (Any Date)	N/A	Per Card	$	$ 100.00	NEW
Punch Cards: Students = Ten 18-Hole Rounds (Any Day)	N/A	Per Card	$	$ 60.00	NEW
~~Youth After School Cards = 3 months (Level play, up to 17 yrs old) 1 or 2 per golf day~~	~~N/A~~	~~Per Person~~	~~$ 90.00~~	~~$ 90.00~~	DELETE
Monthly Cards: Seniors (Mon.-Fri.) Unlimited Play	N/A	Per Person	$ 65.00	$ 75.00	
Monthly Cards: ~~Juniors~~ Students (Mon.-Fri.) Unlimited Play	N/A	Per Person	$ 65.00	$ 75.00	
Monthly Cards: Adults (Mon.-Fri.) Unlimited Play	N/A	Per Person	$ 90.00	$ 75.00	
~~Monthly Cards: Family of 3 (Mon.-Fri.) Unlimited Play~~	~~N/A~~	~~Per Group~~	~~$ 170.00~~	~~$ 170.00~~	DELETE

Section 7 - Parks and Community Services

Facility Rental

Senior Center

User Group	Classification	Room	Minimum Time	Comments	Unit	Fee	Proposed Fee
Group 1	City sponsored/conducted events, governmental agencies (Federal, State, County) and educational institutions with reciprocal arrangements (defined below)	Banquet Room	4 hours	Monday through Thursday (with Kitchen)	Per Hour	$ 10.00	$ 10.00
		Banquet Room with Patio	4 hours	Monday through Thursday (with Kitchen)	Per Hour	$ 20.00	$ 20.00
		Banquet Room	2 hours	Friday through Sunday (with Kitchen)	Per Hour	$ 20.00	$ 20.00
		Banquet Room with Patio	2 hours	Friday through Sunday (with Kitchen)	Per Hour	$ 35.00	$ 35.00
		Classroom I and II	2 hours	Monday through Thursday	Per Hour	-	-
		Classroom I or II	2 hours	Monday through Thursday	Per Hour	-	-
		Arts & Crafts I and II	2 hours	Monday through Thursday	Per Hour	-	-
		Arts & Crafts I or II	2 hours	Monday through Thursday	Per Hour	-	-
					Service/Facility fees may apply		Service/Facility fees may apply
Group 2	City of Moreno Valley resident, non-profit resident organization, Moreno Valley commercial groups for social activities, government agencies (Federal, State, County) and educational institutions. Proof of residency may be required.	Banquet Room	4 hours	Monday through Thursday	Per Hour	$ 45.00	$ 45.00
		Banquet Room with Patio	4 hours	Monday through Thursday (with Kitchen)	Per Hour	$ 90.00	$ 90.00
		Banquet Room	2 hours	Friday through Sunday	Per Hour	$ 100.00	$ 100.00
		Banquet Room with Patio	2 hours	Friday through Sunday (with Kitchen)	Per Hour	$ 175.00	$ 175.00
		Classroom I and II	2 hours	Monday through Thursday	Per Hour	$ 55.00	$ 55.00
		Classroom I or II	2 hours	Monday through Thursday	Per Hour	$ 40.00	$ 40.00
		Arts & Crafts I and II	2 hours	Monday through Thursday	Per Hour	$ 45.00	$ 45.00
		Arts & Crafts I or II	2 hours	Monday through Thursday	Per Hour	$ 30.00	$ 30.00
					Service/Facility fees may apply		Service/Facility fees may apply
Group 3	Non-Resident and non-resident non-profit agencies. Proof of non-profit status may be required. Commercial use.	Banquet Room	4 hours	Monday through Thursday	Per Hour	$ 100.00	$ 100.00
		Banquet Room with Patio	4 hours	Monday through Thursday (with Kitchen)	Per Hour	$ 175.00	$ 175.00
		Banquet Room	2 hours	Friday through Sunday	Per Hour	$ 175.00	$ 175.00
		Banquet Room with Patio	2 hours	Friday through Sunday (with Kitchen)	Per Hour	$ 300.00	$ 300.00
		Classroom I and II	2 hours	Monday through Thursday	Per Hour	$ 125.00	$ 125.00
		Classroom I or II	2 hours	Monday through Thursday	Per Hour	$ 68.00	$ 68.00
		Arts & Crafts I and II	2 hours	Monday through Thursday	Per Hour	$ 100.00	$ 100.00
		Arts & Crafts I or II	2 hours	Monday through Thursday	Per Hour	$ 58.00	$ 58.00
					Service/Facility fees may apply		Service/Facility fees may apply

Service/Facility		Current Fee	Proposed Fee
Refundable Cleaning / Security Deposit		$ 300.00	$ 300.00
Setup / Reset Charge (if applicable)		$ 75.00	$ 75.00
Main Kitchen (Only)		$ 100.00	$ 100.00
Cleaning		$130.00 - $150.00	$130.00 - $150.00
Decorating	Per Hour	$ 25.00	$ 25.00
Overtime Staff Charge	Per Hour	Cost Recovery	Cost Recovery
Staff Time	Per Hour	$20.00 - $30.00	$20.00 - $30.00
Security Services	Per Hour	$20.00 - $25.00	$20.00 - $25.00
False Fire / Police Alarm penalty (per each false alarm)	Per False Alarm	$ 200.00	$ 200.00
False Alarm - Fire penalty	Per False Alarm	$ 28.00	$ 28.00
False Alarm - Police penalty	Per Hour	$ 150.00	$ 150.00
Insurance		Cost Recovery	Cost Recovery
Cancellation Fee		$ 300.00	$ 300.00

RECIPROCAL ARRANGEMENTS

Reciprocal arrangements are defined as a relationship of mutual facility use between the City of Moreno Valley and/or Moreno Valley Community Services District and governmental, educational agencies or resident non-profit organizations. Where reciprocal arrangements exist, no rental fee will be charged. However, cost recovery for staff and/or extraordinary expenses will be passed on to the user.

Section 7 - Parks and Community Services

Towngate Community Center

User Group	Classification	Room	Minimum Time	Comments	Unit	Current Fee	Proposed Fee
Group 1	City sponsored/conducted events, governmental agencies (Federal, State, County) and educational institutions with reciprocal arrangements (defined below)	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday	Per Hour	$ 15.00	$ 15.00
			4 hours	Friday through Sunday	Per Hour	$ 15.00	$ 15.00
				Service/Facility fees may apply			Service/Facility fees may apply
Group 2	City of Moreno Valley resident, non-profit resident organization, Moreno Valley commercial groups for social activities, government agencies (Federal, State, County) and educational institutions. Proof of residency may be required.	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday	Per Hour	$ 60.00	$ 60.00
			4 Hours	Friday through Sunday	Per Hour	$ 70.00	$ 70.00
				Service/Facility fees may apply			Service/Facility fees may apply
Group 3	Non-Resident and non-resident non-profit agencies. Proof of non-profit status may be required. Commercial use.	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday	Per Hour	$ 80.00	$ 80.00
			4 Hours	Friday through Sunday	Per Hour	$ 90.00	$ 90.00
				Service/Facility fees may apply			Service/Facility fees may apply
Group 4	Resident of Renaissance Park Housing Development	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday			
				First two hours	Per Hour	$ 25.00	$ 25.00
				Thereafter	Per Hour	$ 60.00	$ 60.00
			4 Hours	Friday through Sunday			
				First two hours	Per Hour	$ 18.00	$ 18.00
				Thereafter	Per Hour	$ 70.00	$ 70.00
				Service/Facility fees may apply			Service/Facility fees may apply

Service/Facility	Unit	Current Fee	Proposed Fee
Refundable Security Deposit	Per Hour	$ 200.00	$ 200.00
Setup/Reset Charge (if applicable)		$ 25.00	$ 25.00
Cleaning Fee		$130.00 - $150.00	$130.00 - $150.00
Cancellation Fee		$ 200.00	$ 200.00
Staff Regular Time	Per Hour	$20.00 - $30.00	$20.00 - $30.00
Staff Overtime		Cost Recovery	Cost Recovery
Decorating	Per Hour	$ 25.00	$ 25.00
Set-up Time and Tear Down of Event	Per Hour	$ 25.00	$ 25.00
False Alarm - Fire	Per Alarm	$ 200.00	$ 200.00
False Alarm - Police	Per Alarm	$ 28.00	$ 28.00
Unscheduled Program Use	Per Hour	$ 100.00	$ 100.00
Security Services	Per Hour	$20.00 - $25.00	$20.00 - $25.00

RECIPROCAL ARRANGEMENTS

Reciprocal arrangements are defined as a relationship of mutual facility use between the City of Moreno Valley and/or Moreno Valley Community Services District and governmental, educational agencies or resident non-profit organizations. Where reciprocal arrangements exist, no rental fee will be charged. However, cost recovery for staff and/or extraordinary expenses will be passed on to the user.

Section 7 - Parks and Community Services

Conference and Recreation Center

User Group	Classification	Room	Minimum Time	Comments	Unit	Current Fee	Proposed Fee
Group 1	City sponsored/conducted events	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 25.00	$ 25.00
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 25.00	$ 25.00
		Grand Valley Ballroom with small patio or large patio	3 Hours	Friday evening beginning at 5:00 pm and Sunday	Per Hour	$ 250.00	$ 250.00
		Grand Valley Ballroom with small patio or large patio	3 Hours	Saturday	Per Hour	$ 300.00	$ 300.00
		Alessandro Room	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 12.00	$ 12.00
		Alessandro Room	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 12.00	$ 12.00
		Dance Studio	2 Hours	Monday through Sunday	Per Hour	$ 12.00	$ 12.00
		Gymnasium	2 Hours	Monday through Sunday	Per Hour	$ 12.00	$ 12.00
		Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	$ 25.00	$ 25.00
		Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	$ 25.00	$ 25.00
					Service/Facility fees may apply		Service/Facility fees may apply
2	Federal, State, County and Educational Institutions.	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 144.00	$ 144.00
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 144.00	$ 144.00
		Grand Valley Ballroom with small patio	3 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	$ 250.00	$ 250.00
		Grand Valley Ballroom with small patio	3 Hours	Saturday	Per Hour	$ 300.00	$ 300.00
		Grand Valley Ballroom with large patio	2 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	$ 300.00	$ 300.00
		Grand Valley Ballroom with large patio	3 Hours	Saturday	Per Hour	$ 350.00	$ 350.00
		Alessandro Room (Full)	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 50.00	$ 50.00
		Alessandro Room (Half)	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 25.00	$ 25.00
		Alessandro Room (Half)	2 Hours	Long Term Rental 2-12 months	Per Hour	$ 20.00	$ 20.00
		Alessandro Room (Full)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 50.00	$ 50.00
		Alessandro Room (Half)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 25.00	$ 25.00
		Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	$ 25.00	$ 25.00
		Dance Studio	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 30.00	$ 30.00
		Dance Studio	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 45.00	$ 45.00
		Entire Gymnasium	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 50.00	$ 50.00
		Half Gymnasium	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 25.00	$ 25.00
		Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	$ 40.00	$ 40.00
					Service/Facility fees may apply		
Group 3	City of Moreno Valley resident, non-profit resident organization, Moreno Valley commercial groups for social activities.- Proof of residency may be required.	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 160.00	$ 160.00
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 210.00	$ 210.00
		Grand Valley Ballroom with small patio	3 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	$ 250.00	$ 250.00
		Grand Valley Ballroom with small patio	3 Hours	Saturday	Per Hour	$ 300.00	$ 300.00
		Grand Valley Ballroom with small patio-attendance under 200	3 Hours	Saturday	Per Hour	$ 250.00	$ 250.00
		Grand Valley Ballroom with large patio	2 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	$ 300.00	$ 300.00
		Grand Valley Ballroom with large patio	3 Hours	Saturday	Per Hour	$ 350.00	$ 350.00
		Alessandro Room (Full)	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 50.00	$ 50.00
		Alessandro Room (Half)	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 25.00	$ 25.00
		Alessandro Room (Half)	2 Hours	Long Term Rental 2-12 months	Per Hour	$ 20.00	$ 20.00
		Alessandro Room (Full)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 50.00	$ 50.00
		Alessandro Room (Half)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 25.00	$ 25.00
		Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	$ 25.00	$ 25.00
		Dance Studio	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 30.00	$ 30.00
		Dance Studio	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 45.00	$ 45.00
		Entire Gymnasium	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 50.00	$ 50.00
		Half Gymnasium	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 25.00	$ 25.00

Section 7 - Parks and Community Services

Conference and Recreation Center (Cont.)

User Group	Classification	Room	Minimum Time	Comments	Unit	Current Fee	Proposed Fee
		Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	$ 40.00	$ 40.00
						Service/Facility fees may apply	Service/Facility fees may apply
Group 4	Non-Resident and non-resident non-profit agencies. Proof of non-profit status may be required. Commercial use.	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 200.00	$ 200.00
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	$ 250.00	$ 250.00
		Grand Valley Ballroom with small patio	2 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	$ 350.00	$ 350.00
		Grand Valley Ballroom with small patio	3 Hours	Saturday	Per Hour	$ 400.00	$ 400.00
		Grand Valley Ballroom with small patio - Long Term Rental (2 to 12 months)	3 Hours	Saturday	Per Hour	$ 160.00	$ 160.00
		Grand Valley Ballroom with large patio	3 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	$ 350.00	$ 350.00
		Grand Valley Ballroom with large patio	3 Hours	Saturday	Per Hour	$ 400.00	$ 400.00
		Alessandro Room (Full)	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 75.00	$ 75.00
		Alessandro Room (Half)	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 40.00	$ 40.00
		Alessandro Room (Half)	2 Hours	Long Term Rental 2-12 months	Per Hour	$ 20.00	$ 20.00
		Alessandro Room (Full)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 75.00	$ 75.00
		Alessandro Room (Half)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 40.00	$ 40.00
		Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	$ 40.00	$ 40.00
		Dance Studio	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 75.00	$ 75.00
		Dance Studio	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 110.00	$ 110.00
		Entire Gymnasium	2 Hours	Monday through Friday 4:59pm	Per Hour	$ 100.00	$ 100.00
		Half Gymnasium	2 Hours	Friday 5:00 pm through Sunday	Per Hour	$ 50.00	$ 50.00
		Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	$ 40.00	$ 40.00
						Service/Facility fees may apply	Service/Facility fees may apply

Service/Facility		Unit	Current Fee	Proposed Fee
Grand Valley Ballroom Refundable Security Deposit for Groups 3 and 4			$200.00 - $750.00	$200.00-$750.00
Grand Valley Ballroom Refundable Security Deposit for Group 2 (Dependent on Event Liability)			$ -	$ -
Alessandro Room Refundable Security Deposit			$ 100.00	$ 100.00
Frank E. Brown Room Refundable Security Deposit			$ 100.00	$ 100.00
Dance Studio Refundable Security Deposit			$250.00 - $500.00	$250.00 - $500.00
Gymnasium Refundable Security Deposit			$250.00 - $500.00	$250.00 - $500.00
Grand Valley Ballroom Set-up Time and Tear Down of Event Minimum of one hour prior and one hour following event. Maximum of two hours.		Per Hour	$ 31.00	$ 31.00
Alessandro Room Set-up Time and Tear Down of Event Minimum of one hour prior and one hour following event. Maximum of two hours.		Per Hour	$ 25.00	$ 25.00
Scoreboard and Controller		Per Day	$ 20.00	$ 20.00
Extended Facility Use	Entire Gymnasium	Per Hour	$ 100.00	$ 100.00
	Half Gymnasium	Per Hour	$ 50.00	$ 50.00
	Grand Valley Ballroom	Per Hour	$ 450.00	$ 450.00
False Alarm - Fire		Per Alarm	$ 200.00	$ 200.00
False Alarm - Police		Per Alarm	$ 28.00	$ 28.00
Cleaning Fee			$200.00 - $230.00	$200.00 - $230.00
Unscheduled Program Use		Per Hour	$ 100.00	$ 100.00
Insurance			Cost Recovery	Cost Recovery
Decorating		Per Hour	$ 31.00	$ 31.00
Audio Visual Technician		Per Hour	$35.00 - $45.00	$35.00 - $45.00
Staff Time		Per Hour	$20.00 - $30.00	$20.00 - $30.00
Staff Overtime (per hour)			Cost Recovery	Cost Recovery
Security Services		Per Hour/Per Guard	$20.00 - $25.00	$20.00 - $25.00

Section 7 - Parks and Community Services

Conference and Recreation Center (Cont.)

Equipment Rental	Current Fee	Proposed Fee
TV/VCR/DVD	$25	$25
Coffee Pot (12 cup)	$6	$6
Coffee Pot (55 cup)	$20	$20
Coffee Pot (100 cup)	$40	$40
Linen Rental	$5	$5
AV Projector	$25	$25
Overhead Projector	$20	$20
Microphone (cordless)	$25	$25
Deluxe Sound System (small system available at no charge)	$100	$100
Dance Floor - 500 sq.ft. thru 1000 sq. ft. (includes set-up)	$200	$200
Easel	$10	$10
Flags	No charge	No charge
Gymnasium Floor Covering	$1,300	$1,300
Platform Lights	$100.00 - $200.00	$100.00 - $200.00
Portable Bar	$50	$50
Projection Screen	No charge	No charge
Podium with microphone	No charge	No charge

* Tables and chairs are included in the room rental fee.
* Linens, cutlery, decorations, and patio furniture are not included with the room rental fee.
* Replacement fee will be assessed if equipment is damaged or destroyed.
* Rental equipment fees are subject to change without notice.
* Fees are subject to cost recovery charges.

RECIPROCAL ARRANGEMENTS

Reciprocal arrangements are defined as a relationship of mutual facility use between the City of Moreno Valley and/or Moreno Valley Community Services District and governmental, educational agencies or resident non-profit organizations. Where reciprocal arrangements exist, no rental fee will be charged. However, cost recovery for staff and/or extraordinary expenses will be passed on to the user.

Section 7 - Parks and Community Services

Mobile Stage Unit

Categories	Mandatory Staff Fee: Stage Unit with Platforms (3 staff)	Mandatory Staff Fee: (2 staff)	Refundable Cleaning Deposit	Unit	Current Fee	Proposed Fee
Category I	Cost Recovery	Cost Recovery				
			No Charge		No Charge	No Charge
Category II						
Within Moreno Valley City Boundaries	Cost Recovery	Cost Recovery	$ 100.00	Per Day	$ 135.00	$ 135.00
Boundaries Outside of Moreno Valley	Cost Recovery	Cost Recovery	$ 100.00	Per Day	$ 575.00	$ 575.00
Category III						
	Cost Recovery	Cost Recovery	$ 100.00	Per Day	$ 125.00	$ 125.00
Category IV						
	Cost Recovery	Cost Recovery	$ 100.00	Per Day	$ 335.00	$ 335.00
Category V						
Within boundaries of Moreno Valley	Cost Recovery	Cost Recovery	$ 100.00	Per Day	$ 560.00	$ 560.00
Outside of boundaries of Moreno Valley	Cost Recovery	Cost Recovery	$ 100.00	Per Day	$ 600.00	$ 600.00

CATEGORY DEFINITIONS	
Category I:	Parks and Community Services Department, City sponsored and/or city co-sponsored events.
Category II:	Other governmental agencies (city, county, federal or state) and educational institutions (school districts).
Category III:	A Moreno Valley based non-profit service organization that holds monthly meetings within the City of Moreno Valley's city boundaries. Organization must have a City of Moreno Valley mailing address. Organization's primary purpose must be charity, youth development, cultural enrichment, or civic improvement; and must show proof of non-profit status (Section 501(c)(3) and 501(c)(4) of Internal Revenue Code). Organization must show a viable organizational structure including with the application a listing of board officers' names, addresses and telephone numbers.
Category IV:	Moreno Valley businesses located within the City of Moreno Valley's city boundaries.
Category V:	Non-Moreno Valley based businesses and non-profit organizations.

MOBILE STAGE UNIT MISCELLANEOUS INFORMATION

DIMENSIONS Stage When Extended	
Interior Length	36'
Interior Depth	13', 6"
Body of Mobile Stage Unit	
Width	8 feet
Length	40', 45' hitch
Height of Back Wall	92" or 7'-8'
Platforms	
Extra Stage - Total of 9 Each	4' X 8'

AMENITIES INCLUDED IN MOBILE STAGE UNIT COST

Skirting around mobile stage unit

Generator

OPTIONAL AMENITIES

Sound System available at an additional cost of $50.00 per day plus $100.00 refundable security / deposit.

Sound System include Amplifier - Includes 8 Channels

Two (2) Large speakers with stands

Two (2) microphones with stands

Tape deck

Section 7 - Parks and Community Services

Equestrian Center

User Group	Classification		Current Fee		Proposed Fee
Group 1	City sponsored/conducted events, non-profit organizations, governmental agencies (Federal, State, County) and Educational Institutions with reciprocal arrangements (defined below).		$ 0	*	$ 0
Group 2	City of Moreno Valley resident (proof of residency may be required), resident non-profit organization (proof of residency may be required), governmental agencies (Federal, State, County) and Education Institutions.		$ 100.00	*	$ 100.00
Group 3	Moreno Valley commercial groups - social activities.	Per Day	$ 125.00	*	$ 125.00
Group 4	Non-Resident, non-profit, (proof of non-profit status may be required).	Per Day	$ 125.00	*	$ 125.00
Group 5	Resident, commercial use for profit.	Per Day	$ 125.00	*	$ 125.00
Group 6	Non-Resident, commercial use for profit.	Per Day	$ 125.00	*	$ 125.00

*Service/Facility Use Fees may apply

SERVICE / FACILITY USE FEES

Service / Facility	Current Fee	Proposed Fee
Refundable Security Deposit	$ 300.00	$ 300.00
Tractoring Fee (if applicable), each	$ 100.00	$ 100.00
Standby Tractoring Fee	$ 50.00	$ 50.00
Water Key Deposit	$ 25.00	$ 25.00
Lighting	$ 15.00	
Cancellation	$ 25.00	$ 25.00
Staff Overtime (per hour)	Cost Recovery	Cost Recovery

RECIPROCAL ARRANGEMENTS

Reciprocal arrangements are defined as a relationship of mutual facility use between the City of Moreno Valley and/or Moreno Valley Community Services District and governmental, educational agencies or resident non-profit organizations. Where reciprocal arrangements exist, no rental fee will be charged. However, cost recovery for staff and/or extraordinary expenses will be passed on to the user.

Cottonwood Banquet Room

Room	Classification		Current Fee		Proposed Fee	
Banquet Room	Friday through Saturday (Minimum Time 4 hours)	per Hour	$ 0	*	$ [illegible]	NEW
Banquet Room	Monday through Thursday (Minimum Time 2 hours)	Per Hour	$ 0	*	$ [illegible]	NEW

*Service/Facility Use Fees may apply

SERVICE / FACILITY USE FEES

Service / Facility		Current Fee	Proposed Fee	
Refundable Cleaning/Security Deposit		$ -	$ [illegible]	NEW
Setup/Reset Charge	per Hour	$ -	$ [illegible]	NEW
Cleaning		$ -	Cost Recovery	NEW
Decorating	per Hour	$ -	$ [illegible]	NEW
Staff Charge	per Hour	$ -	$ [illegible]	NEW
Other Security Services	per Hour	$ -	$ [illegible]	NEW
Unscheduled Program Use	per Hour	$ -	$ [illegible]	NEW
Cancellation Fee	per Hour	$ -	$ [illegible]	NEW

Section 8 - Police

	Unit	Current Fee		Proposed Fee	Comments on Proposed Changes to Fees
3C Letter (Alcohol Beverage Control Letter)	Each	$ 20.00		$ 20.00	
Iministrative Citations					
1st Offense		$ 100.00	MC 1.01.230	$ 100.00	
2nd Offense		$ 200.00	MC 1.01.230	$ 200.00	
3rd Offense		$ 500.00	MC 1.01.230	$ 500.00	
Bingo Permit	Annual	$ 50.00	Fee set by PC 326.5/Ord 611 11.50.050	$ 50.00	
Certification of Police Records	Each	$ 5.00		$ 5.00	
Clearance Letter	Each	$ 10.00	GC6253(b)	$ 10.00	
Citation Sign-off for Non-Resident	Each	$ 15.00	GC26746.1	$ 15.00	
Concealed Weapons Permit	Processed by the Riverside County Sheriff's Department				
Explosive Permit (fingerprinting)	See Fingerprinting: Live Scan				
alse Alarm Response					
Burglary	per Occurrence	$ 31.00		$ 32.00	
Robbery	per Occurrence	$ 123.00		$ 125.00	
Fingerprinting (Live Scan)					
Processing through DOJ and FBI	per Set	$ 49.00	Fee set by DOJ and FBI	$ 49.00	
Processing through DOJ	per Set	$ 32.00	Fee set by DOJ	$ 32.00	
Processing fee	per Set	$ 10.00	PC 13300(e)	$ 10.00	
Juvenile Daytime Curfew Ordinance Police Service Fee (plus fine amount)		$ 30.00	MC 11.05.080	$ 30.00	
Photographs					
Photographs: Traffic Collisions (3"x5" or 8"x10")*	Each	$ 22.00		$ 22.00	
Color Copy of Digital Photo	Each	$ 5.00		$ 5.00	
Mug Shot/Booking Photo	Each	$ 5.00		$ 5.00	

Section 8 - Police

	Unit	Current Fee		Proposed Fee	Comments on Proposed Changes to Fees
Police Services at Public Event					
Police Sergeant	per Hour	$ 95.37	Fully burdened City cost per contract	$ 99.46	Fully burdened City cost per contract
Police Officer	per Hour	$ 70.67	Fully burdened City cost per contract	$ 71.11	Fully burdened City cost per contract
Community Services Officer	per Hour	$ 48.35	Fully burdened City cost per contract	$ 48.63	Fully burdened City cost per contract
Reports					
Collision and Crime	up to 10 pages	$ 5.00		$ 5.00	
	each additional page	$ 0.20		$ 0.20	
Repossession Fee		$ 15.00	Fee set by GC26751 & GC41612	$ 15.00	
Second Hand Dealers License					
State Initial License		$ 195.00	Bus & Prof Code 21641	$ 500.00	BASED ON BUS & PROF CODE
Renewal		$ 12.00	Bus & Prof Code 21642	$ 300.00	BASED ON BUS & PROF CODE
Fingerprinting (Live Scan)		$ 32.00	Fee set by DOJ	$ 32.00	
Live Scan processing fee		$ 10.00	PC 13300(e)	$ 10.00	
Security Clearance Information Act (SCIA) - Local Records Check		$ 5.00	Federal Statute Title 5 Chapter 91 Section 9101	$ 5.00	
axicab					
Application Processing	Annual	$ 156.00		$ 159.00	
Taxicab Driver Permit	Annual / per Driver	$ 11.00		$ 11.00	
Taxicab Permit	Annual / per Taxicab	$ 11.00		$ 11.00	
Fingerprinting/Background Check		See Fingerprinting: Live Scan			
Tow Truck					
Driver Fee	Annual	$ 25.00		$ 26.00	
Fingerprinting/Background Check		See Fingerprinting: Live Scan			
Vehicle Release		$ 120.00		$ 120.00	
Massage					
Appeal Fee (Operator and technician)		$ 143.00		$ 146.00	
Application Fee and Renewal		$ 13.00		$ 13.00	
Inspection Fee		$ 139.00		$ 142.00	
Background Check, Fingerprinting and photo					
Initial		$ 172.00		$ 175.00	
Renewal		$ 69.00		$ 70.00	
Testing Fee (Operator and technician)		$ 96.00		$ 98.00	

Section 9 - Public Works

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Administration				
Plans and Specification Fee (non-refundable)		Actual cost ($10 min)	Actual cost ($10 min)	
Copy of Capital Improvement Plan	Each	Actual City Cost	Actual City Cost	

Section 9 - Public Works

Electric Utility

	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
PLAN CHECKING AND INSPECTION/TESTING FEES			
Upon submittal of improvement plan(s) for a project's electrical distribution system, line extension facilities and/or structures for plan review, the submittal shall be accompanied with a deposit of an amount equal to 3.25% of the engineer's estimated construction costs for improvements. Prior to second submittal of improvement plans, the City Engineer will approve a final cost for improvements and a plan review fee will be established. From this final fee, the deposit will be deducted. This fee shall be paid prior to the second submittal of the improvement plan(s).			
Improvement Plans (Total cost of construction)			
Off-Site & On-Site 1-3 submittals			
First $20,000	4.00%	4.00%	
Next $80,000	3.50%	3.50%	
Over $100,000	3.25%	3.25%	
4th and subsequent submittals per sheet	$248/sheet or as directed by City Engineer	$248/sheet or as directed by City Engineer	
Revisions (Improvement Plans)			
Minor per sheet	$ 261.00	$ 261.00	
Major per sheet (minimum fee)	$ 269.00	$ 269.00	
Inspection and Testing (Total cost of construction)			
Off-Site & On-Site			
First $20,000	4.00%	4.00%	
Next $80,000	3.50%	3.50%	
Over $100,000	3.25%	3.25%	

RATE SCHEDULE & CHART OF CHARGES AND FEES

The chart of Moreno Valley Electric Utility charges and fees are located in the *City of Moreno Valley Electric Service Rules, Fees and Charges* document. Moreno Valley Electric Utility rates are located in the *Moreno Valley Electric Rates* document. Both documents are approved by the City Council under separate consideration and are available online at http://www.moval.org/resident_services/utilities/rate-tariff.shtml or from the MVU Office.

Section 9 - Public Works

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Maintenance and Operations				
Private Residence Tree Removal (Service not available on request; service will only be performed when required as determined by Public Works, Maintenance and Operations Division)	Each	$ 280.00	$ 286.00	
Solid Waste				
Self Haul Permit (Solid Waste)	Each	$ 41.00	$ 42.00	
Confiscation of Bin				
(1.5 yard - 6 yard)				
Hauling & Disposal	per Bin	$ -	$ 98.00	NEW
Storage	per Bin	$ -	$ 25.00	NEW
(10 yard - 40 yard)				
Hauling & Disposal	per Bin	$ -	$ 458.00	NEW
Storage	per Bin	$ -	$ 75.00	NEW

Section 9 - Public Works

Transportation Engineering

	Unit	Current Fee		Proposed Fee		Comments on Proposed Changes to Fees
Permit Parking Program						
Application Fee	Each	$ 93.00		$ 95.00		
Special Traffic Count						
Daily Directional	per Count	$ 141.00		$ 144.00		
Daily Non-Directional	per Count	$ 70.00		$ 71.00		
Peak Hour Intersectional	per Count	$ 49.00		$ 50.00		
Speed Study						
Radar		$ 53.00		$ 54.00		
Speed Profile (2 tubes, 1 machine)		$ 197.00		$ 201.00		
Special Traffic Curb Painting	Deposit	$ 178.00	Actual charge is "fully burdened" rate charge	$ 178.00	Actual charge is "fully burdened" rate charge	
Signs						
Miscellaneous Traffic Control Signs (Stop, Yield, Bus Stop, etc)	Each	$ 280.00		$ 286.00		
Neighborhood Watch Signs (Installed)	Each	$ 13.00		$ 13.00		
				$ -		
Street Name Sign	Each	$ 421.00		$ 429.00		

Section 9 - Public Works

Transportation Engineering

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Signal Construction Inspection and Turn-on				
<= $100,000 of Engineer's estimate		4.00%	4.00%	
$100,001-$250,000 of Engineer's estimate		3.00%	3.00%	
> $250,000 of Engineer's estimate		2.50%	2.50%	
Controller Testing		$ 2,005.00	$ 2,045.00	
Signing and Striping Plan Review (1-3 submittals)	Per Sheet	$ 364.00	$ 371.00	
4th and subsequent submittals	Per Sheet	$ 213.00	$ 217.00	
Temporary Parking Permit				
Type I		$ 141.00	$ 144.00	
(Allow temporary parking on a restricted street section with curb lane width of less than 18 ft)				
Type II		$ 70.00	$ 71.00	
(Allow temporary parking on a restricted street section with curb lane width of 18 ft or more)				
Traffic Impact Analysis				
Minor	Each	$ 1,177.00	$ 1,201.00	
Major	Each	$ 3,118.00	$ 3,180.00	
Traffic Control Plan Review (1-3 submittals)	per Sheet	$ 364.00	$ 371.00	
4th and subsequent submittals	Per Sheet	$ 213.00	$ 217.00	

Section 10 - Miscellaneous Fees and Charges

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Council Chamber Room Rental	per Day	$ 132.00	$ 132.00	
Neighborhood Preservation Revitalization Program Housing Inspection Minimum Permit Fees (all types of permits)	Each	$1,526.00	$ 1,557.00	
Housing Assistance Financial Analysis Charge		City Cost	City Cost	
Mileage for City employee appearances	per Mile	IRS allowable rate	IRS allowable rate	
Motion Picture Permit	Each	$ 393.00	$ 393.00	
Copies *				
Black & White	per Page	$ 0.20	$ 0.20	
Color	per Page	$ 0.75	$ 0.75	

* All government agencies and their official representatives shall be exempt from paying these charges for single copies for official use.

Copies and Research in response to subpoena	per Occurrence	City cost as provided for in California Evidence Code Section 1563	

Copies of maps, documents, graphs or special work may be furnished upon the payment of the cost of printing and preparation. For such items for which a regular established price is unavailable, the Department Head, in collaboration with the Financial & Administrative Services Director, may establish a price consistent with the cost of printing and preparation thereof. The Financial & Administrative Services Director shall report such exceptions to the City Manager. It shall be the responsibility of the City Manager to review such costs annually and make such recommendations to the City Council as required to keep charges consistent with actual costs.

The City Council may waive processing or appeal fees for any private or public agency on a case-by-case basis. In the case of an appeal by a public agency or school district, no fee shall be charged until the City Council considers the appeal matter itself and renders a decision on the waiver of the fee after the entire appeal matter has been heard.

Note: Projects equal to or in excess of $50,000,000 in total value will qualify to be considered for inclusion in the City's pilot program utilizing Time-and-Material charging/billing methodology for Development Services activities; this program encompasses all Departments and all fees for projects in the program. For more information on this pilot program please contact the City Manager's Office.

Land Development Division Deposits will be valued at one-quarter of the fee that would typically be charged for plan check or inspection services.

Section 11 - Penalties and Delinquent Fee Schedule for Parking Violations

M.V.M.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
12.12.130	Parked in violation of designated curb color	$ 28.50	$ 12.50	$ 41.00	$ 69.50	$ 12.50	$ 82.00
12.12.130	No standing/stopping/parking anytime (posted)	$ 28.50	$ 12.50	$ 41.00	$ 69.50	$ 12.50	$ 82.00
12.12.130	Posted time 6 p.m. to 6 a.m. (commercial vehicle)	$ 28.50	$ 12.50	$ 41.00	$ 69.50	$ 12.50	$ 82.00
12.38.040	Vehicle parked on street in excess of 72 hours	$ 28.50	$ 12.50	$ 41.00	$ 69.50	$ 12.50	$ 82.00
12.42	No parking (street sweeping)	$ 45.00	$ 12.50	$ 57.50	$ 102.50	$ 12.50	$ 115.00
6.04.040.D2	Parking on unimproved surface	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
11.24.200	Inoperative vehicle in view in excess of 72 hours	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00

M.V.M.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
12.38.020A	It is unlawful to park or leave standing any of the following:						
12.383020A1	Any vehicle or trailer which is used to transport animals or which harbors vermin or pestilence or which emits noxious or nuisance odors on any highway, street, road alley or on any public or private property within the city.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020A2	Any vehicle or trailer which contains any hazardous substances as defined in section 2452 of the California Vehicle Code on any highway, street, road, alley or on any public or private property within the city.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020A3	Any trailer, utility trailer, boat trailer, boat, camper, camper shell, camp trailer, trailer coach or semi-trailer that is non-self propelled, non-motorized or not capable of movement under its own power and which is unattached to a vehicle on any highway, street, road or alley within the city.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020A4	Any vehicle on any highway, street, road or alley within the city for the purpose of servicing or repairing such vehicle except when necessitated by an emergency.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00

Section 11 - Penalties and Delinquent Fee Schedule for Parking Violations

M.V.M.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
12.38.020B	It is unlawful to park or leave standing any commercial vehicle, truck, trailer or semi-trailer having a manufacturer's gross vehicle weight rating (Vehicle Code Section 390) of ten thousand (10,000) pounds or more as described in the following:						
12.38.020B1	On any highway, street, road, alley or private property within the residential district within the city.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B2	On any vacant or unimproved non-residential property in the city.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B3	On any residential property so that any part of such vehicle is within one hundred (100) feet of any human dwelling.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B4	Within one hundred fifty (150) feet of any driveway opening.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B5	Within any commercially zoned property for the purpose other than doing business at the site, or for the purpose not related to such business operation, or remaining parked or standing for longer than reasonably appropriate to do such business or acts related to such business operations.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B6	On any residential property so that any part of such vehicle is within fifteen (15) feet of the property line, a public sidewalk or a public or private roadway edge.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B7	On any alley within the city.	$ 73.50	$ 12.50	$ 86.00	$ 156.50	$ 12.50	$ 172.00
12.38.020B7	On any highway, street or road which is adjacent to a parcel upon which there exists a public facility. Within the meaning of this subsection, "public facility" includes, but is not limited to, parks, schools and civic buildings.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020B9	Any unattached semi-trailer on a public highway, street, road or alley within the city.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00
12.38.020C	While adjacent to a developed residential area within the city, the operator shall not idle the vehicle's engine for longer than fifteen (15) minutes.	$ 73.50	$ 12.50	$ 86.00	$ 159.50	$ 12.50	$ 172.00

Section 11 - Penalties and Delinquent Fee Schedule for Parking Violations

C.V.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
5204	Improper display of tabs	$ 45.00	$ 12.50	$ 57.50	NA	NA	NA
	Improper display of tabs with correction	$ 5.00	$ 5.00	$ 10.00	NA	NA	NA
21113(a)	Unauthorized parking upon public grounds	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
21211(a)	Stopping in bicycle lane	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(a)	Parking unlawfully, within intersection	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(b)	Parking unlawfully, on crosswalk	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(c)	Parking unlawfully, adjacent to safety zone	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(d)	Parking unlawfully, within 15 feet of fire station driveway	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(e)	Parking unlawfully, blocking any driveway	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(f)	Parking unlawfully, on a sidewalk	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(g)	Parking unlawfully, blocking excavation	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(h)	Parking unlawfully, double parking	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(i)	Parking unlawfully, in posted bus loading zone	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(k)	Parking on a bridge, unless otherwise permitted or authorized	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22500(l)	Parking unlawfully, blocking sidewalk wheelchair access	$ 420.00	$ 12.50	$ 432.50	NA	NA	NA
22500.1	Parking unlawfully, in posted fire area	$ 50.00	$ 12.50	$ 62.50	$ 112.50	$ 12.50	$ 125.00
22502(a)	Vehicle parked with right wheels in excess of 18" from right hand curb (exception: Motorcycles shall be parked with at least one wheel touching the right hand curb).	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22507.8(a)	Parking in space designated for disabled	$ 420.00	$ 12.50	$ 432.50	NA	NA	NA
22507.8(b)	Obstruct or block disabled parking space	$ 420.00	$ 12.50	$ 432.50	NA	NA	NA
22507.8(c)	Parking in cross-hatch area designated for disabled	$ 420.00	$ 12.50	$ 432.50	NA	NA	NA
22514	Parking within 15 feet of fire hydrant	$ 50.00	$ 12.50	$ 62.50	$ 112.50	$ 12.50	$ 125.00
22515(b)	Unattended vehicle wheels not blocked, and/or parking brake not	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
22522	Parking within 3 feet of a sidewalk access ramp	$ 420.00	$ 12.50	$ 432.50	NA	NA	NA
22658	Unauthorized parking	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00
40226	Failure to display handicapped placard	$ 20.00	$ 12.50	$ 32.50	NA	NA	NA
	Other	$ 20.00	$ 12.50	$ 32.50	$ 52.50	$ 12.50	$ 65.00

MORENO VALLEY

CITY OF MORENO VALLEY

Annual Fee Schedule Update

July 9, 2013

Background

- The Fee Schedule is based on the recovery of the estimated reasonable cost to provide a service as established by the California Government Code
- Last comprehensive fee study was done in FY 2005
- Anticipate conducting a new fee/cost study during FY 2014

MV00211486

General Considerations

- An inflation factor of 2% has been applied to most fees to reflect the average rate of change in the CPI (Los Angeles-Riverside-Orange County)
- The inflation factor has not been applied to Deposit based fees which generally reflect time & material based charges
- Other increases or decreases in fees or the addition or deletion of fees can be recommended by departments

MV00211487

Item No. E.1

Administrative Services
Animal Services

- Dog adoption fees were not increased. Council can reduce fees over the course of the year.

MV00211488

Community and Economic Development
Building & Safety Division

- Fees increased to match fully burdened rate
  - Demand Letter
  - Updated Demand Letter
  - Replacement Lien Release
- New fees requested
  - Replacement Job Card
  - Transfer of Issued Permit to New Applicant with Job Card
  - Special Inspector Registration
  - Address Assignment
  - Alternate Means, Methods or Materials Review

MV00211489

Community and Economic Development
Building & Safety Division

New fees requested (continued)

- Counter Plan Checks/Site Approval
- Plan Check (Accessibility, Green or Energy Code)
- Plan Check Solar SV System
- Plan Check/Permit Extension
- Revision of Approved Plans
- Inspections (Accessibility, Green or Energy Code)
- Training Surcharge (AB717)
- Document Archive
- Technology Maintenance Fee

MV00211490

Community and Economic Development
Land Development Division

- Fees consolidated to include review processes performed by Planning
  - Lot Line Adjustment
  - Certificate of Parcel Merger
  - Certificate of Compliance
  - Conditional Certificate of Compliance
  - Parcel Map Residential & Commercial
  - Amended Parcel Map Residential & Commercial
  - Amended Tract Map
  - 4th and Subsequent Reviews
  - Subdivisions & Custom Homes

MV00211491

Community and Economic Development
Land Development Division

Fees consolidated to include review processes performed by Planning (continued)

- Tract Map & Non-Subdivisions
- Revisions (Mass/Rough Grading Plans)
- Stockpile/Borrow Site Plans
- Revisions (Stockpile/Borrow)
- Precise Grading Plan Check Parcel Maps
- Precise Grading Plan Check Tract Maps
- Precise Grading Plan Non-Subdivisions
- Precise Grading Plan Revisions (Precise Grading Plans)

Community and Economic Development
Land Development Division

- New fees requested
  - NPDES Invoice Processing Fees
  - Construction Inspection
  - Business Inspection

- Advanced Energy categories have been expanded to better represent potential future street lighting installations

MV00211493

Community and Economic Development
Planning Division

- Increased "Fully Burdened Hourly Rate" to reflect current cost levels
- Fees recalculated to reflect review processes performed by the Building & Safety and Special Districts Divisions
  - Conditional Use Permit
  - Conditional Use Permit Amended CUP/Substantial Conformance
  - Custom Home Review
  - Environmental Review-Expanded Initial Study /Expanded Project Review

MV00211494

Community and Economic Development
Planning Division

- Fees recalculated to reflect review processes performed by the Building & Safety and Special Districts Divisions (continued)
  - Plot Plan
    - With Hearing
    - Without Hearing (notice)
    - Without Hearing (no notice)
    - Amended Plot Plan/Substantial Conformance
  - Temporary Use Permits
- New fee requested for Development Impact Fee (DIF) Processing

MV00211495

Item No. E.1

Financial & Management Services
Special Districts

- Added a notation that Mail Ballot/Special Election Fees will include any associated 3rd party costs

-1118-

MV00211496

Fire

- New fees requested:
  - Plan Check & Inspection Fees for:
    - Alarm (Fire) Monitoring
    - Photovoltaic Systems
    - Hazardous Materials
    - Welding & Cutting
  - Multi-Family Residential Housing Fire Inspection

Parks & Community Services

New fees requested

- Athletic Field Lighting-Adult Groups at Moreno Valley Community Park
- Over 4 Hour Play-Field Preparation-Weekends
- Golf Course
  - Twilight Rate (after 2 P.M.)
    - Adult
    - Senior (55 & Over)
    - Students under 18
- Students under 18 (Weekends, Holiday, Tournament)
- Replay for Additional 9 Holes
- Punch Cards for Adults, Seniors & Students
- Facility Rental Fee for the Cottonwood Banquet Room

MV00211498

Parks & Community Services

- Fees to be deleted
  - Golf Course
    - Locker Rentals
    - Youth After School Cards
    - Monthly Cards: Family of 4

Police

- Fees revised to reflect current contract rates
  - Police Services at Public Events
    - Police Sergeant
    - Police Officer
    - Community Services Officer
- Fees revised to reflect the Business & Professions Code
  - Second Hand Dealers License-State (Initial & Renewal)

MV00211500

Public Works
Maintenance & Operations

- Public Works Department, Maintenance & Operations Division, Solid Waste & Recycling Program is proposing an ordinance to institute illegal hauling prohibitions which will result in the need for additional fees to be included in the FY13/14 Fee Schedule. The following fees are related to the costs for the City's franchise waste hauler to haul and store illegal bins for a maximum of 30 days:
  - Confiscation of Bins
  - Hauling & Disposition
  - Storage

Implementation Schedule

- Non-Development Fees effective Monday July 15, 2013
- Development related fees effective Monday September 9, 2013

- Development fees are those fees associated with Planning, Building & Safety, Land Development, Special Districts and Fire
- This will accommodate the 60 day waiting period required by Government Code Section 660016-17 for development related fees

CITY OF MORENO VALLEY

Annual Fee Schedule Update

Questions

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MV00211504

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E. Public Works Director/City Engineer

AGENDA DATE: July 9, 2013

TITLE: AUTHORIZATION TO AWARD CONTRACT TO ALL CITY MANAGEMENT SERVICES FOR THE ADMINISTRATION OF THE CROSSING GUARD PROGRAM

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Authorize the Award of a Crossing Guard Services Contract to All City Management Services to provide adult crossing guard services within the City commencing with the start of the 2013/2014 school year in mid-August.

2. Authorize the City Manager to execute an agreement with All City Management Services.

3. Authorize the issuance of a Purchase Order to All City Management Services in the amount of $440,972 for the first year of the agreement and subsequent purchase orders as necessary to fund the four subsequent years of services in accordance with the terms of the agreement.

4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with All City Management Services, if needed, subject to the approval of the City Attorney.

BACKGROUND

As part of City Council identified potential deficit reduction strategies, staff issued a Request for Proposal (RFP) for crossing guard services in June, 2012. All proposals were required to be submitted to the City no later than June 28, 2012. In response to the City's RFP, proposals were received from the following companies (presented in alphabetical order):

1. All City Management Services
2. American Guard Services
3. Commonwealth Integrated Security
4. General Security Service

An internal review team consisting of Public Works staff reviewed the proposals. The proposals were evaluated on multiple criteria utilizing a point system. The criteria included:

- Compliance with the Proposal Format and Clarity of the Proposal
- Proposer's qualifications and similar project management experience
- Key project personnel qualifications and experiences
- Schedule of Implementation, Training, and Staffing
- References

The review team unanimously ranked All City Management Services as the best-qualified firm. All City Management Services currently employs over 2,900 crossing guards and provides service to over 135 local agencies including Anaheim, Bellflower, Bell Gardens, Brea, Dana Point, Downey, and Fontana.

On July 10, 2012 the City Council considered an action to award a contract for crossing guard services to All City Management Services. After discussing the item, the City Council continued the action to contract for the Crossing Guard Services and directed staff to bring the item back to a future Study Session.

On May 21, 2013, staff brought the item to a regularly scheduled Study Session to provide additional information and answer questions. At the conclusion of the item, staff was directed to bring additional information and answer questions in meetings with individual Council Members. These meetings were conducted and requested information has been provided. The action is now being brought forth again for City Council consideration.

DISCUSSION

The City of Moreno Valley has provided adult school crossing guards, supervised by the Public Works Department, since the 1980's to serve the 28 Elementary schools within the Moreno Valley and Val Verde Unified School Districts. The current program employs 33 regular crossing guards, 10 alternate crossing guards, one crossing guard supervisor, and one assistant crossing guard supervisor. The City provides approximately 33,350 hours of crossing guard services for a typical school year.

The costs of providing the guards in the Moreno Valley Unified School District are borne entirely by City funding. In the Val Verde School District, the costs of the guards are shared through a longstanding partial reimbursement agreement. The reimbursement amount is $48,184 on an annual basis.

Val Verde Unified School District has indicated a desire to create a uniform crossing guard program throughout their district including school sites outside of Moreno Valley. This has resulted in a commitment to take over the responsibility of the five crossing guards within the City of Moreno Valley with the costs completely borne by Val Verde School District. This modification will result in a reduction of approximately 4,485 hours of required crossing guard service provided by the City. The remaining annual contract amount required to serve the Moreno Valley Unified School District would be approximately 28,505 hours of crossing guard service.

All City Management Services is still considered the best qualified firm to provide management of the City's Crossing Guard program. All City Management Services has proposed to provide crossing guard services at a rate of $15.47 per hour for the first three years of the contract. This represents a slight decrease from their original 2012 proposal of $15.51 per hour. In the 4th year of the contract, there will be a 3% cost increase with no further cost escalation in the fifth and final year of the contract.

The hourly rate would be billed for guards manning posts; all other costs (such as equipment and supervisory personnel) are considered overhead and are thus included in the hourly rate. The proposed contractor prices for Moreno Valley are comparable to those being paid by similar agencies. All City Management Services would be responsible to administer the Crossing Guard Program in its entirety, including recruiting, hiring, and supervising the crossing guards, maintaining each assigned post, training each of the guards in accordance with State established standards, and providing daily oversight of the program to ensure the highest quality service is provided to our residents.

The recommended action will result in the layoff of the City's current crossing guard employees (33 regular / 10 alternate guards, one part-time Assistant Supervisor, and one full-time Supervisor). However, as a condition of the RFP, All City Management Services will offer employment to all qualified employees of the City's crossing guard program at their current hourly rate. If the recommendations are approved, the Financial and Management Services Department will administratively make the required funding

adjustments within the program's operating budget to defund the current positions and increase the monies available for professional services as appropriate.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This proposed action is considered to be the best value for the City and therefore staff recommends this alternative.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *Staff does not recommend this action.*

3. Provide additional direction to staff.

FISCAL IMPACT

The Crossing Guard Program is currently funded by Gas Tax (Fund 2000). Outsourcing the crossing guard services to All City Management Services, will result in a reduction of program costs of approximately $100,119 per year. This amount is based upon actual expenditures for FY 11/12 and is inclusive of expected decreases in workers' compensation / general liabilities, discontinued reimbursement from VVUSD, and continued expenditures for engineering oversight of the program. It should be noted that the savings will be reduced in FY 13/14 due to the one-time cost to pay for accrued annual leave payout for each employee laid off as a result of contracting out the program.

CITY COUNCIL GOALS

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

SUMMARY

The Public Works Department staff's evaluation concluded that contracting out the Crossing Guard Program is in the best interest of the City. It allows the City to remain fiscally responsible and yet maintain a high quality crossing guard program that will continue to serve the residents of Moreno Valley.

ATTACHMENTS

Attachment 1: Agreement with All City Management Services (To be provided under separate cover)
Attachment 2: PowerPoint Presentation

Prepared By:
Eric Lewis, P.E., T.E.
City Traffic Engineer

Department Head Approval:
Ahmad R. Ansari, P.E.
Director of Public Works / City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00211510

Agreement with All City Management Services

(To be provided under separate cover)

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MV00211512

Attachment 2

MORENO VALLEY
WHERE DREAMS SOAR

Crossing Guard Program Outsourcing

Report of the Public Works Department

City Council Regular Meeting

July 9, 2013

Item No. G.2

MV00211513

Background

- Program employs 45 crossing guards at 32 locations in the City
  - 28 locations in Moreno Valley Unified School District (MVUSD)
  - 5 locations in Val Verde Unified School District (VVUSD)
  - 10 alternate crossing guards
- 2 Career field supervisors
  - 1 full-time and 1 part-time
- Serves both MVUSD and VVUSD
- Managed by the Transportation Engineering Division (TED)

Employee Benefits

- **Regular Guards receive:**
  - Pro-rated CalPERS retirement
  - Pro-rated annual leave
  - Return pay
  - Holiday Pay
- **Career Field Supervisor's**
  - Crossing Guard Supervisor: full-time career benefits
  - Assistant Crossing Guard Supervisor: part-time career benefits.

MV00211515

VVUSD UPDATE

- Val Verde Unified School District recently announced beginning school year 2013-14, they will be providing their own crossing guard services.
- This would impact 5 crossing guards, currently serving their locations.
- VVUSD's decision would have occurred independent of City's outsourcing plan.

Background

- City Council direction: Balance the budget, be fiscally responsible, and augment street maintenance budget.
  - Crossing Guard Program identified as a potential cost saving mechanism.
  - Crossing Guard outsourcing offers the City reduced costs, potential savings, and enhance services.
  - Outsourcing concept first brought for Council's consideration back in July 2012.
    - All City Management Services (ACMS) was selected by staff.
    - Council requested additional information.
    - Item was tabled to a study session at a later date.
    - Council reviewed the item on May 21, 2013 Study Session.
    - Council was briefed on pros and cons of outsourcing the program.

MV00211517

ACMS

- ACMS is reffered to as "The" Crossing Guard Company service and is its only business.
  - Corporate Headquarters located in California.
  - Employs over 2,900 crossing guards.
  - ACMS has successfully managed over 135 crossing guard programs.
    - Immediate goal is to provide a seamless transition from public agency to ACMS.
  - 28 years of providing crossing guard service.

MV00211518

Operational Costs

- City of Moreno Valley
  - $599,512 based on FY 11-12 figures expended from Gas Tax Funding.
- Crossing Guard staff salaries with benefits:
  - Crossing Guard Supervisor- ~ $55,860
  - Assistant Crossing Guard Supervisor- ~ $49,245
  - Crossing Guard- ~$9.48 to $13.36/hr
- ACMS
  - $440,972 cost to operate program. Price is all inclusive. Includes supervision, liability, equipment, space, training, payroll functions and administrative support, etc.

MV00211519

Comparison

- Ownership and Control of Program
  - Remains under City direction
  - Policies set by and Council implemented by staff

City	ACMS
No change	No Change

MV00211520

Comparison

- **Hours of service provided:**
  - **City: 33,350 hrs/year** **ACMS: No change**
- **Cost of Program:**
  - **City: $599,512** **ACMS: $440,972**
- **Difference:**

$158,540

- 48,184 VVUSD

Less approximately $10,000 for admin costs

~$100,000 program savings

Comparison

- Service Enhancement:
- City
  - One of many tasks handled by Public Works
  - Limited to current guards
  - Safety utmost goal
- ACMS
  - Flexibility, large access pool of crossing guards
  - Expertise, providing crossing guard service is all they do.
  - Enhance Safety

MV00211522

Comparison

- Staffing at 33 Existing Locations

City	ACMS
No change	No Change

- Contract requires ACMS to offer employment to existing guards
- ACMS, as a practice routinely hires existing staff

Status of Employees

- Employees in CalPERS would not lose any vested credit.
- Any leave annual and grandfathered sick leave would be paid-out. (~ $25,000)
- Affected employees would be laid-off from City Services.
- Employees will be given offer of employment by vendor at ***current hourly rate of pay.***

Summary

Outsourcing will allow the City to:

- Save ~$100,000 per year that could augment funding for street maintenance.
- Maintain and/or enhance level of service.
- Reduce City liabilities and insurance premium(s).
- Reallocation of staff's functions, space, computer equipment, storage, etc.
- Overall, maintain public safety.

- Safety
- Services

- Costs
- Liability

MV00211525

Recommendation

- Authorization to award the contract to All City Management Services.
- Authorize the City Manager to execute the agreement with All City Management Services.
- Authorize the Public Works Director/City Engineer to execute any subsequent amendments, if needed, subject to the approval of the City Attorney.

ORDINANCE NO. 866

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 6.02 OF CHAPTER 6 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO REFUSE COLLECTION, TRANSFER AND DISPOSAL

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1. MUNICIPAL CODE AMENDED:

Section 6.02 of Chapter 6 of Title 1 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

"6.02 REFUSE COLLECTION, TRANSFER AND DISPOSAL

6.02.010 Findings.

The city council makes the following findings:

A. Refuse collection, transfer and disposal services within the city were provided pursuant to nonexclusive permits, all of which expired by their own terms after December 31, 1985.

B. It is in the best interests of the public health, safety and welfare that refuse collection, transfer and disposal services within the city be provided either by city officers and employees directly, or by exclusive contract with a qualified provider of such services.

6.02.020 Definitions.

For the purpose of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

"Bins" means those containers provided by the city's franchise hauler for commercial, industrial, construction and multifamily residential uses. Bins are of two types: (i) bins (usually three cubic yards in size) which are picked up by refuse trucks by means of front loading apparatus; and (ii) roll-off bins (usually forty (40) cubic yards in size) which are picked up by trucks using rear loading winches onto rails.

"Bulky Waste" means discarded furniture (including chairs, sofas, and mattresses; rugs); appliances (including refrigerators with freon, ranges, washers, dryers, water heaters, dishwashers, air conditioner units with CFCs, televisions, electronic appliances, small household appliances and other similar items commonly

known as “white goods”), waste tires, and oversized yard waste such as tree trunks and large branches if no larger than two feet (2) in diameter and four feet (4) in length and similar large items discarded from residential service recipients; “Bulky waste” does not include large items such as car bodies, camper shells, mobile homes, trailers, Jacuzzi tubs or spas, or any other item that cannot be safely lifted and collected by one person. In addition, bulky waste do not include any hazardous waste, special waste, or any other item or items that in the future may be banned by regulation.

“City” means the city of Moreno Valley.

“City manager” means the city manager of the city or his duly authorized representative.

“Collector” means, depending upon the context in which used, either the city or a contractor.

“Construction material” means discarded material from the construction or destruction of buildings, roads and bridges, to include concrete, rocks, asphalt, plasterboard, wood, and other related construction material.

“Contractor” means a person, persons, firm or corporation authorized by contract with the city to provide single-family residential, multi-family residential, commercial or industrial (roll-off) refuse collection services within the city.

“Dump or dumping” means placing, depositing, discarding and/or storing of any items of solid waste, hazardous waste, green waste, garbage, special waste, medical waste, rocks, or dirt, or of any vehicles which do not have value beyond scrap value or which are inoperable and unlicensed or which are considered abandoned due to the surrounding conditions.

“Garbage” means the putrescible animal, fish, fowl, food, fruit or vegetable matter resulting from the cultivation, preparation, storage, handling, decay or consumption of such substance.

“Green waste” means all forms of biodegradable plant material which can be placed in a covered container, such as tree trimmings, grass clippings, etc. Tree stumps and logs are not to be considered green waste unless they are reduced to a chipped form; they shall be considered bulky waste. Biodegradable plant material which is mixed with other kinds of refuse shall not be considered green waste.

“Hazardous waste” means any chemical compound, mixture, substance or article which, if improperly used, handled, transplanted, processed or stored, may constitute a hazard to health or may cause damage to property and contaminate the water table by reason of being explosive, flammable, poisonous, corrosive, radioactive, or otherwise harmful to the environment.

“Medical waste” means any materials of whatever nature normally disposed of in

the course of, after, or as a result of any medical treatment or procedures or any administration of any legal or illegal drug or other substance to the body of humans or animals, including without limitation, medicines, syringes, hypodermic needles, body parts or fluids of humans or animals (and any other materials, such as bedding or clothing, containing or having been in contact with body fluids), medical implements, packaging from any such substances or materials, and other related materials, whether or not such items are the result of legal medical treatment or other legal or illegal activities.

"Place" or "premises" means every dwelling house, dwelling unit; apartment house or multiple dwelling building; trailer or mobilehome park; store; restaurant; rooming house; hotel; motel; office building; department store; manufacturing, processing, or assembling shop or plant; and every other place or premises where any person resides, or any business is carried on or conducted within the city.

"Private premises" means any privately owned real property, together with any structure thereon, whether inhabited or temporarily or continuously uninhabited or vacant, including the yard, grounds, walks, driveway, porch, steps, vestibule or entryway thereof and any off-street parking area.

"Public place" means any and all public streets, sidewalks, gutters, boulevards, alleys or other public rights-of-way and any and all public buildings, parks, squares, grounds and off-street parking areas, and all other publicly owned improved or unimproved real property.

"Recyclable Material" means a commodity which is sold for compensation (i.e. the generator receives a payment from the recycler net of any transportation or processing costs), or given away, but which is not discarded into the waste stream. A Recyclable Material which is not sold for compensation or given away, or which is discarded into the waste stream, loses its character as a Recyclable Material and becomes Recyclable Solid Waste subject to the definition in this code.

"Recyclables Container" shall mean containers provided and owned by city's franchise hauler for service recipients for the temporary accumulation of Recyclable Solid Waste.

"Recyclable Solid Waste" shall mean Solid Waste which contains Recyclables separated from the remaining Solid Waste stream in Recyclables containers. It includes all those materials to be collected under the city's existing recycling programs and shall consist of paper, cardboard, glass jars and bottles, aluminum/tin cans and PET (polyethylene terephthalate) and HDPE (high density polyethylene) plastic containers. It shall also include designation recyclable and reusable materials from demolition and construction waste as detailed in chapter 8.80.020 of the Municipal Code. Subject to City Council approval, the scope of this definition may be changed to exclude any of the materials listed above or to include other materials, provided that such changes in scope are made to account for changes in the market for recyclable materials.

"Recyclables" shall mean products or substances, including but not limited to paper, cardboard, metal, glass, plastic, or other substances capable of being re-processed, reused or resold, which have passed through their originally intended usage.

"Rubbish" means nonputrescible, useless, unused, unwanted or discarded material or debris, either combustible or noncombustible, including but not limited to, paper, cardboard, grass, tree or shrub trimmings, straw, clothing, wood or wood products, crockery, glass, rubber, metal, plastic, construction material and similar material.

"Solid waste" means and includes all putrescible and nonputrescible solid or semisolid wastes (including semiliquid or wet wastes with insufficient moisture so as not to be free flowing), garbage, rubbish, ashes, recyclable solid waste~~,~~ bulky waste, green waste, demolition and construction wastes and other discarded materials resulting from domestic, institutional, commercial, industrial, agricultural and community operations and activities. It shall not include Special Waste.

"Special waste" means and includes, but is not limited to, flammable waste, liquid waste, sewage sludge, dead animals, manure, radioactive, explosive substances, asbestos, pesticides, herbicides, fungicides, rodenticides and other hazardous materials.

"Standard container" means those containers approved by the city for normal curbside service to single unit residential premises. This includes automated containers as provided by the city's franchise hauler for collection of acceptable "solid waste", "recyclable solid waste", and "green waste". This definition expressly excludes the use of oil drums, grease barrels, plastic bags and cardboard boxes as collection containers.

6.02.030 Collection services.

A. The city shall provide for and furnish services relating to collection, transfer and disposal of solid waste within and throughout the city. Such services will be furnished either by city officers and employees directly, or by contract agent or agents of the city.

B. By appropriate resolution or contract, the city council may determine that all or part of the solid waste collection, transfer and disposal services shall be provided within the city by the city through its officers and employees or by an exclusive or nonexclusive contract with one or more qualified providers of such services. By the same resolution or contract, the city council may establish classes of recipients of such services and may mandate as to all or less than all of such classes that each member of the class shall make appropriate arrangements for regular solid waste collection services with the city or, when a contract for solid waste collection is in force, with an authorized contractor.

C. Every person having a duty, pursuant to subsection B of this section, to

make or cause to be made arrangements for regular solid waste collection services, shall be liable for payment of the appropriate service fees and charges therefor to the same extent and at the same times, irrespective of whether the person has or has not made the appropriate arrangements for collection services in compliance with such resolution or contract. Whenever the fees or charges for such services have not been paid when due, all of the persons mentioned in Section 6.02.040(B) shall be jointly and severally liable for payment thereof (together with any applicable penalties and interest) irrespective of which person may have made any existing arrangements for collection services; provided, that an occupant of only a portion of a parcel of real property or premises shall be deemed liable only for the fees or charges, or portion thereof, attributable to collection services for refuse produced or to be produced or accumulated or to be accumulated by the occupant, and also upon all portions of the property occupied by the occupant.

D. Notwithstanding the foregoing provisions of this section relating to which persons are liable for payments for refuse collection services, pursuant to Sections 5473 and 5473a of the California Health and Safety Code, the city elects to have delinquent and unpaid fees and charges collected on the tax roll in the same manner, by the same person, and at the same time as, together with and not separately from, its general taxes. Delinquent and unpaid fees or charges shall mean those fees and charges for which services have been rendered but which have not been paid for more than sixty (60) days after the billing date.

E. The procedure for collecting delinquent and unpaid fees and charges on the tax roll shall be as follows:

1. City may cause a written report to be prepared each year and filed with the clerk which shall contain a description of each parcel of real property receiving such services and facilities and the amount of the delinquent fees and charges for each parcel for the year which remain outstanding, computed in conformity with the charges prescribed by this chapter. In addition to delinquent fees and charges, the amount may also include a ten (10) percent basic penalty for nonpayment of those fees and charges and, in addition, a penalty of one and one-half percent per month for nonpayment of those fees, charges and the basic penalty.

2. On or before August 10th of each year following the final determination of the delinquent charges, the city clerk shall file with the county auditor a copy of the report prepared with a statement endorsed on the report over his or her signature that the report has been finally adopted by the city council. (Ord. 524 § 1.2, 1997; Ord. 399 § 1.1, 1993; Ord. 361 §§ 1.1, 1.2, 1992; Ord. 54 § 1.1 (part), 1986)

6.02.040 Public nuisance.

A. It is unlawful, and a public nuisance, for any person to occupy or inhabit any property within the city for which appropriate arrangements have not been made and kept in full force and effect for regular solid waste collection services, in compliance

with Section 6.02.030(A) and (B).

B. An occupant of property shall be deemed to have complied with Section 6.02.030(A) and (B) if the owner of the property has caused to be made such appropriate arrangements for collection of solid waste upon all portions of the property occupied by the occupant. An owner of property shall be deemed to have complied with Section 6.02.030(A) and (B) if an occupant or occupants has or have caused to be made such appropriate arrangements for collection of all refuse upon all portions of the property. (Ord. 54 § 1.1 (part), 1986)

6.02.050 Containers.

A. It is the duty of every person in possession, charge or control of any place within the city, in or from which solid waste accumulates or is produced, to provide, and at all times to keep in a suitable place readily accessible to the collector, containers capable of holding without spilling all solid waste which would ordinarily accumulate on the premises between the time of two successive collections. At the time of collection, no containers to be emptied shall be located inside locked gates or doors or in a fenced or enclosed area used to restrain animals.

B. Every person in charge of a residence, commercial or industrial business shall deposit or cause to be deposited all solid waste in standard containers or commercial bins as approved by the city manager and the collector. No person shall maintain or place for collection any container not in conformance with the standard container designated in this section. Residences and dwelling units who have self-haul permits must furnish their own containers and shall be responsible for their maintenance, cleanliness and replacement. No container shall be placed adjacent to a street or public right-of-way for collection service more than twelve (12) hours prior to the normal collection time and shall be removed from the street or right-of-way location within twelve (12) hours after collection.

C. All persons in possession of any place within the city shall store standard containers or commercial bins on their properties, when not placed for collection, in a manner which will be screened from public view and which will not allow such containers or bins to roll, fall or protrude onto the public streets, sidewalks or alleys of the city. Any standard container or commercial bin which partially or wholly blocks or obstructs any public street, sidewalk or alley in violation of the foregoing requirement is a nuisance abatable under Section 1.01.250 and shall also subject the person responsible therefor, whether or not the owners thereof, to punishment under Section 1.01.200 et seq., whenever the standard container or commercial bin was placed in the public street, alley or sidewalk as a result of the intent or negligence of the person charged with the violation of this section. An exemption may be allowed to the requirement that commercial recycling bins be stored in a manner which will screen them from public view. In cases where existing trash enclosures do not allow adequate space to maintain two bins or in such cases where a commercial property has no existing trash enclosure. However, in no event will any exemption be allowed to the requirement that commercial bins be stored in a manner that will not allow such

containers to roll, fall, or protrude onto the public streets, sidewalks, or alleys of the City. Bins covered by this exemption shall be placed in such a manner as to minimize visibility from public view. Any such exemptions will be evaluated at such time that a property owner files for a major entitlement or the buildings on the property are expanded over 50%. In such cases, a condition of approval may be placed on the property to build larger enclosure(s) to accommodate both a trash and recycling bin.

D. It is unlawful for any person to place solid waste in, or to otherwise use the solid waste containers of another person, without the permission of such other person. (Ord. 324 § 1.1, 1991; Ord. 54 § 1.1 (part), 1986)

6.02.060 Frequency of collection.

A. Every person in charge of a residence or residences, whether single-family, multiple-family, commercial or industrial buildings, shall make arrangements with the collector, to have removed, not less than once a week, from the property upon which the residence, residences, commercial buildings, or industrial buildings are located, all solid waste created or produced or brought upon the premises. This provision, however, will not apply to food handling establishments, from which solid waste shall be removed or caused to be removed not less than twice a week. (Ord. 54 § 1.1 (part), 1986)

B. Every person, industrial or commercial customer shall have adequate services, as it pertains to the number/size of standard containers/bin(s) and the frequency of collection, and materials which are contained within the standard containers/bin(s) without causing an overflow of materials and meets the needs of the generation of waste produced.

6.02.070 Unlawful and prohibited acts.

A. The keeping of solid waste in containers other than those prescribed by this chapter, constitutes a public nuisance and may be abated in the manner now or hereafter provided by law for the abatement of nuisances. Section 6.02.070, paragraph A, shall not, however, be deemed to apply to any persons operating under a valid self-haul permit.

B. The keeping upon premises of solid waste which is offensive, obnoxious or unsanitary is unlawful, constitutes a public nuisance and may be abated in the manner now or hereafter provided by law for the abatement of nuisances.

C. It is unlawful for any person other than the person in charge of a residential, institutional, commercial, industrial or other premises or the person authorized by law to remove any container from the location where the container was placed by the person in charge for storage or collection, to remove any solid waste from the location in which the solid waste was placed by the person in charge for storage or collection, without prior written approval of the person in charge of such premises.

D. No person shall place solid waste adjacent to or on a street or public right-of-way for collection or removal purposes without prior approval and arrangements with the collector.

E. It is unlawful for any person to place or deposit institutional, commercial or industrial solid waste in any container placed upon the public street by public authority, and meant primarily for the disposal of solid waste by pedestrians using the sidewalk.

F. No person shall burn any solid waste within the city, except in an approved incinerator or other device for which a permit has been issued by the building official, and which complies with all applicable permit and other regulations of air pollution control authorities, and provided any such act of burning in all respects complies with all other laws, and rules and regulations.

G. At such times as there is in force a contract entered into by the City with any contractor for the collection and disposal of solid waste of the City or its inhabitants, it is unlawful for any person other than the contractor or his agents and employees, to collect any solid waste for hire within the City. Additionally it is unlawful to place and/or maintain any container for the purpose of collecting solid waste for hire within the City. This section shall not, however, be deemed to apply to persons holding a valid City business license to engage in the removal of special wastes, or large or oversized items of solid waste, or to a contractor completing public improvement or utility work within existing public right-of-way and/or easements, or in cases where the placement of a stationary bin is not feasible due to project scope and/or operations, or in cases where the materials that the owner seeks to recycle are not recyclable by the franchised waste hauler, as determined by the City Manager or his or her designee.

H. It is unlawful for any person, other than the owner thereof, the owner's agents or employees, an authorized officer or employee of the city, or an authorized person employed by or representing a company holding a contract issued pursuant to this chapter, to do any of the following:

1. To take, remove or appropriate for his or her own use any salvageable, recyclable or other collected solid waste, or property which the owner discarded which has been placed in any street or alley for collection or removal, whether or not the solid waste has been placed in recycling or other permissible containers;

2. To take, damage or appropriate for his or her own use any container which has been placed in any street or alley for use in the collection of salvageable, recyclable or other solid waste.

6.02.075 Illegal dumping prohibited—Misdemeanor.

A. No person shall engage in dumping on any private premises owned, possessed or controlled by any other person without the consent of that other person,

nor shall any person engage in dumping in or on public places, except in permissible receptacles, as provided under this chapter for lawful pickup and disposal.

B. Dumping prohibited under this section, and the accumulation of any materials dumped upon any public or private property, are hereby declared to the public nuisances and may be abated as such pursuant to applicable provisions of this code and state law. The perpetrator of any dumping, as well as the owner of any private property subject to such abatement, shall be liable to the city for the costs of cleanup and abatement. Any such costs assessed to the owner of any private property upon which the abatement took place shall become a lien upon that property in accordance with applicable law.

C. Costs of abatement are in addition to any fine imposed upon conviction and are due and payable upon receipt of a written statement from the city setting forth such costs. Such costs under this chapter are a debt owing to the city and may be collected in the same manner as any other debt.

D. If a violation of this section presents an emergency condition which presents an imminent health and safety hazard to the citizens of the city in the reasonable judgment of the director of community development or his or her deputy appointed for such purposes, the director or his/her duly appointed representative may order the property owner to immediately abate such conditions or order immediately emergency abatement by the city. (Ord. 694 § 1.1 (part), 2005; Ord. 614 § 1 (part), 2002)

6.02.080 Special collections.

Subscribers to a solid waste disposal service may order special collections of such things as landscape trimmings, discarded furniture, and other items too large to fit in standard containers, subject to rates which have been established from time to time by the city council. (Ord. 54 § 1.1 (part), 1986)

6.02.090 Rates and schedules.

The city council shall establish by appropriate contract or resolution, the rate and collection schedules for solid waste collection services within the city. (Ord. 54 § 1.1 (part), 1986)

6.02.100 Collection equipment.

A. Each contractor shall provide sufficient collection equipment in accordance with the terms of the contract with the city authorizing such contractor to provide collection, transfer and disposal services.

B. Trucks used for the collection or transportation of solid waste shall be leakproof and equipped with a close-fitting cover which shall be affixed in a manner that

will prevent spilling, dropping or blowing of any solid waste upon the public right-of-way during collection or transportation.

C. All trucks used for collection or transportation of solid waste shall be maintained in a clean and sanitary condition, neatly and uniformly painted, and shall carry a shovel, broom and fire extinguisher.

D. The owner of each truck used for collection or transportation of solid waste shall have the owner's name, telephone number and truck number printed on each side of all trucks in letters not less than three inches high.

E. All solid waste conveying trucks, tanks, containers and other solid waste receptacles shall be cleaned and disinfected both on the inside and outside thereof at least once daily, and at all times shall be kept free from any solid waste on the outside thereof.

F. The collector shall maintain in good repair all containers furnished to commercial, industrial and institutional customers. (Ord. 54 § 1.1 (part), 1986)

6.02.110 Self-haulers.

Each person who is authorized to remove solid waste from his own premises shall deposit such solid waste only at authorized disposal or dumping sites and shall not deposit, leave, dump, drop, place or otherwise dispose of such solid waste upon any street, alley, waterway or other unauthorized lot or land within the city. (Ord. 54 § 1.1 (part), 1986)

6.02.111 Self hauling permit.

A. Any person in charge of a single-family residence desiring a self hauling permit to remove solid waste from his own premises shall obtain a permit from the city public works department, which shall issue such permit upon the payment of a fee as authorized by resolution of the city council, upon the showing that the proposed permittee owns an enclosed pickup truck or similar enclosed vehicle, and demonstrates proof of permittee's compliance with this chapter by providing weekly receipts from any County of Riverside landfill or other Riverside County licensed/permitted disposal facilities on a quarterly basis. The permit shall be subject to revocation if there be any violation of this chapter. The permittee shall have the right to dispute the revocation by an appeal to the director of public works or his designee within ten (10) calendar days notice of the proposed revocation. The decision of the director or his designee shall be final.

B. Any governmental agency which is located within the city and which demonstrates that it has the appropriate equipment to haul solid waste may be granted a self-haul permit. The city shall retain the right to request proof of the quantity, and proper handling (e.g., Riverside County landfill receipts), of the solid waste by such

governmental agency, as well as other statistical information necessary for the city's reporting requirements. This provision does not extend the right of any government agency to contract with an independent contractor, other than the city-approved contractor, to provide services under a self-haul permit. (Ord. 524 § 1.3, 1997: Ord. 337 § 1, 1991: Ord. 54 § 1.1 (part), 1986)

6.02.120 Audit of contractor's records.

Whenever the city enters into a contract which requires payments to be made to the city by the contractor a part of the consideration for authorizing the contractor to furnish solid waste collection services within the city, and whether or not such contract so provides, the payment shall be accompanied by a financial report on a form provided by the city manager covering the period of time related to the payment. The city manager may inspect the financial records of the contractor at any reasonable time in order to verify the contractor's financial report or may require the contractor to provide an audited financial report prepared by a certified public accountant. (Ord. 54 § 1.1 (part), 1986)

6.02.130 Illegal Hauling Provisions and Procedures

A. Any container not owned, placed, and serviced by the City's franchise hauler that is placed within the right-of-way, on private property, or on public property, for the purpose of collection of solid waste will be prima facie evidence of the owner of such containers engaging in the prohibited act of collecting solid waste for hire while a contract is in force with the City and a franchiser hauler for the collection and disposal of solid waste. Any such containers associated with the prohibited act of collecting solid waste for hire are considered a public nuisance and shall be subject to removal. The City will make a determination based on prima facie evidence that a contract for service is in effect if a container not owned by the City's franchise waste hauler is placed on private property or within the right-of-way. Consent must be obtained from a responsible person(s) prior to entering private property to perform an abatement, or an administrative inspection warrant and proper notice must be obtained as required by law.

B. The City Manager or his or her designee may cause the posting of a Notice to Remove, in a conspicuous place, on any container placed on any public or private property that is used for or is ancillary to any act in violation of any provision of this Chapter. Notices to Remove posted pursuant to the provisions of this section shall specify the nature of the violation and shall state that the container must be removed within three (3) calendar days from the date the notice is posted on the container or it may be removed and stored by the City or its designee, and the contents disposed of, at the expense of the owner of the container. The posting of a Notice to Remove shall constitute constructive notice to the owner and user of the container of the requirement to remove the container.

C. Independent of any criminal prosecution or the results thereof, the City is authorized and empowered to impound any unauthorized solid waste or recycling container to enforce the provisions in this Chapter. In carrying out a removal, the City shall follow the procedure established in this section.

D. If the container is not removed within three (3) calendar days after the posting or issuance of a Notice to Remove, the City Manager, or his or her designee, may direct the removal and storage of the container and the disposal of its contents by either the City or its designee. The City may employ the services of its franchise waste hauler or any other contractor properly equipped to remove said containers. No party, including the franchise waste hauler, shall remove a container without prior written authorization from the City Manager or his or her designee. Any person whose duty it is to enforce the provisions of this chapter may enter upon private property with the consent of the property owner, tenant or occupier, or by authority of a warrant, or without consent or a warrant if exigent circumstances exist.

E. In the event that a container is removed by the City and the identity of the owner of the container is known to the City Manager or its designee, the City Manager or its designee shall promptly cause notice to be issued to the owner by first class mail to claim the stored property. After a container has been removed by the City pursuant to a notice to remove, and following 3 calendar days after the mailing of written notice, the owner thereof shall be deemed to have actual notice of the provisions of this section. This notice requirement is not applicable in the event that the identity of the owner of the container cannot be determined following reasonable efforts by the City Manager or its designee to establish identity. If the container is not claimed within thirty (30) calendar days after removal and notice to the owner, if the identity of the owner is known, the container shall be deemed abandoned property and may be disposed of accordingly. The owner of any container may appeal the actions of the City Manager or its designee in removing a container, or the imposition or amount of any costs, in accordance with Sections 6.04.090.

F. In the event of a subsequent placement of a container owned by the same owner in violation of this Chapter, the City Manager or its designee may immediately, without the giving of notice under subsections B, direct the removal and storage of the unlawfully placed container and shall, in such case, give notice to the owner to claim the container. If the container is not claimed within thirty (30) days after removal and notice to the owner, if the identity of the owner is known, the container shall be deemed abandoned property and may be disposed of accordingly.

G. If the contents of the collection container include the presence of biodegradable wastes, hazardous constituents, or other environmental or sanitary threats, the City Manager may order the immediate appropriate disposition of the contents so as to protect the public's health and safety, and the container's owner shall be liable for the costs and fees of disposal.

H. No container shall be released to its owner except upon written authorization of the City Manager or his or her designee. The owner of the container shall be responsible for payment of all related fines and to reimburse the City for the actual costs of the removal, storage and disposal of contents, and in addition any administrative and ancillary fees established by resolution of the City Council. All amounts due to the City, shall constitute a civil debt owed to the City by the owner, who shall be liable therefore in an action by the City or its designee for the recovery of such amounts. Notwithstanding the above, the City Manager or his or her designee may direct the release of a container without payment of costs or fees in the event that a determination is made that significant mitigating circumstances exist that relieve the owner of the container from the responsibility of the container being placed on private property or within the right-of-way for the apparent purpose of collecting solid waste for hire.

6.02.140 Penalties

Any person who violates any provision of this Chapter shall be guilty of an infraction or a misdemeanor in accordance with the provision of Section 1.01.200 and upon conviction of such violation shall be punished in accordance with the provisions of Sections 1.01.230(A) and 1.01.230(B). (Ord. 383 § 1.1, 1992: Ord. 54 § 1.1 (part), 1986)

SECTION 2 NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 3 EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 9th day of July, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 866 had its first reading on June 25th, 2013 and had its second reading on July 9th, 2013, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 9th day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
June 25, 2013

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Shor Denny - Safe Routes to School Award Presentation

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:00 PM
June 25, 2013

CALL TO ORDER

The Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority and the Board of Library Trustees was called to order at 6:02 p.m. by Mayor Tom Owings in the Council Chamber located at 14177 Frederick Street.

Mayor Tom Owings announced that the City Council receives a separate stipend for CSD meetings.

ROLL CALL

Council:

Tom Owings	Mayor
Marcelo Co	Mayor Pro Tem
Victoria Baca	Council Member
Jesse L. Molina	Council Member
Richard A. Stewart	Council Member

Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
Richard Teichert	Chief Financial Officer/City Treasurer
Suzanne Bryant	Acting City Attorney
Michelle Dawson	City Manager
Joel Ontiveros	Police Chief
Abdul Ahmad	Fire Chief
Ahmad Ansari	Public Works Director
Tom DeSantis	Assistant City Manager
Mike McCarty	Parks & Community Services Director

MV00211542

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Jeffrey Giba.

INVOCATION - Pastor Mark Orellana - Victory Outreach

PUBLIC COMMENTS **ON ANY SUBJECT NOT ON THE AGENDA** UNDER THE JURISDICTION OF THE CITY COUNCIL

Mayor Tom Owings announced that 15 minutes will be allowed for public comments. Public comments will be taken until 6:20 p.m., and the remainder before Closed Session.

Jeffrey Giba

1. City business/concerns

Betty Masters

1. Opposed to World Logistics Center

Sherald Koliboski (MVCEA)

1. Thanked for selecting City Manager Michelle Dawson as a city manager
2. Thanked the mayor for establishing relationship with employees

Kathy Savala (MVCEA)

1. Thanked for selecting City Manager Michelle Dawson as a city manager
2. Employees relationship with the Mayor
3. Congratulated MVTV-3 staff for Emmy nomination

Kenny Bell

1. Voicing opinions

Deanna Reader

1. Community involvement
2. Input from the public

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Tom Owings opened the agenda items for the Consent Calendars for public comments; there being none, public comments were closed.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF JUNE 11, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

A.4 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY
(Report of: Public Works Department)

Recommendation:
Approve Resolution No. 2013-48 amending the Electric Rates for Moreno Valley Utility. A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates, and Electric Service Rules, Fees, and Charges for Moreno Valley Utility.

A.5 AUTHORIZE PLACEMENT OF AN OFFICER ON THE "WESTERN RIVERSIDE COUNTY POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM"
(Report of: Police Department)

Recommendation:
Approve the placement of an officer on the "Western Riverside County Post-Release Accountability and Compliance Team" (WEST-PACT).

MV00211544

A.6 APPROVE EQUIPMENT LEASE AND PURCHASE OPTION AGREEMENT BETWEEN MUNI-FED ENERGY, INC. AND THE CITY OF MORENO VALLEY
(Report of: Public Works Department)

Recommendations

1. Approve Equipment Lease and Purchase Option Agreement between Muni-Fed Energy, Inc. and the City of Moreno Valley.

2. Authorize the City Manager to execute the Agreement on behalf of the City.

A.7 APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 4-MAINTENANCE MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14
(Report of: Financial & Management Services Department)

Recommendation:
Acting in its capacity as the legislative body of Moreno Valley Community Facilities District No. 4-Maintenance ("CFD No. 4-M" or "District") approve and adopt Resolution No. 2013-49. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Community Facilities District No. 4-Maintenance Maximum Special Tax Rate For Fiscal Year 2013/14.

A.8 APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 3 (AUTO MALL REFINANCING) MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14
(Report of: Financial & Management Services Department)

Recommendation:
Acting in its capacity as the legislative body of the Moreno Valley Community Facilities District No. 3 (Auto Mall Refinancing), adopt Resolution No. 2013-50. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Maximum Special Tax Rate for Community Facilities District No. 3 (Auto Mall Refinancing) for Fiscal Year 2013/14.

A.9 APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14
(Report of: Financial & Management Services Department)

Recommendation:
Acting in its capacity as the legislative body of the Moreno Valley Community Facilities District No. 87-1 (Towngate) adopt Resolution No.

MV00211545

2013-51. A Resolution of the City Council of the City Of Moreno Valley, California, Approving the Calculation of the Maximum Special Tax Rate For Community Facilities District No. 87-1 (Towngate) for Fiscal Year 2013/14.

A.10 APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) IMPROVEMENT AREA NO. 1 MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14
(Report of: Financial & Management Services Department)

Recommendation:
Acting in its capacity as the legislative body of the Moreno Valley Community Facilities District (CFD) No. 87-1, Improvement Area No. 1 to adopt Resolution No. 2013-52. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Maximum Special Tax Rate for Community Facilities District No. 87-1 (Towngate) Improvement Area No. 1 for Fiscal Year 2013/14.

A.11 APPROVAL OF THE CALCULATION OF THE MAXIMUM SPECIAL TAX RATE FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 5 FOR FISCAL YEAR 2013/14
(Report of: Financial & Management Services Department)

Recommendation:
Acting in its capacity as the legislative body of Moreno Valley Community Facilities District No. 5 adopt Resolution No. 2013-53. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Maximum Special Tax Rate for Moreno Valley Community Facilities District No. 5 for fiscal year 2013/14.

A.12 AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROJECT NO. WQB 12/13 CITY OF MORENO VALLEY LANDSCAPING AND IRRIGATION MAINTENANCE OF THE WATER QUALITY CONTROL BASINS
(Report of: Community & Economic Development Department)

Recommendations

1. Approve the Agreement for WQB-12/13 City of Moreno Valley Landscaping and Irrigation Maintenance of the Water Quality Control Basins with Excel Landscape, Inc., 710 Rimpau Ave., Suite 108, Corona, CA 92879 for landscape maintenance services of the water quality control basins.

2. Authorize the City Manager to execute the Agreement for WQB-12/13 with Excel Landscape, Inc.

MV00211546

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Excel Landscape, Inc. in the not–to-exceed (NTE) amount of $80,880.00 ($74,880.00 for base and $6,000.00 for additional work).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

A.13 P10-085 – ACCEPT THE AGREEMENT AND SECURITY FOR PUBLIC IMPROVEMENTS
(Report of: Community & Economic Development Department)

Recommendations

1. Accept the Agreement and Irrevocable Letters of Credit for Public Improvements for P10-085.

2. Authorize the Mayor to execute the agreement.

3. Direct the City Clerk to forward the signed agreement to the County Recorder's office for recordation.

4. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

A.14 TRACT MAP 31319 – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTIONS OF DUNLAVY COURT, INDIAN STREET AND HUBBARD STREET ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM
(Report of: Community & Economic Development Department)

Recommendations

1. Adopt the proposed Resolution No. 2013-54. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete Within Tract Map 31319 and Accepting the Portions of Dunlavy Court, Indian Street, and Hubbard Street Associated with the Project into the City's Maintained Street System.

2. Authorize the City Engineer to execute the 90% reduction to the

MV00211547

Faithful Performance Bond, exonerate the remaining Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.15 WASTE MANAGEMENT OF THE INLAND EMPIRE FY 2013/2014 RATE ADJUSTMENT
(Report of: Public Works Department)

Recommendation:
Approve the Waste Management of the Inland Empire proposed FY 2013/2014 Rate Adjustment.

A.16 ADOPT RESOLUTION OF THE CITY OF MORENO VALLEY SUPPORTING THE RE-DESIGNATION OF RIVERSIDE COUNTY AS A RECYCLING MARKET DEVELOPMENT ZONE DUE TO AN INCREASE IN BOUNDARIES
(Report of: Public Works Department)

Recommendation:
Adopt Resolution No. 2013-55. A Resolution of the City of Moreno Valley Supporting the Redesignation of Riverside County as a Recycling Market Development Zone Due to an Increase in Boundaries.

A.17 PA07-0165 (PM 35859) – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTIONS OF KNOX STREET, SAN MICHELE ROAD, NANDINA AVENUE AND PERRIS BOULEVARD ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM
(Report of: Community & Economic Development Department)

Recommendations

1. Adopt the proposed Resolution No. 2013-56. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete Within PA07-0165 (Parcel Map 35859) and Accepting the Portions of Knox Street, San Michele Road, Nandina Avenue and Perris Boulevard Associated with the Project into the City's Maintained Street System.

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

MV00211548

A.18 AUTHORIZATION TO AWARD AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES TO KTU+A FOR THE CITY OF MORENO VALLEY BICYCLE MASTER PLAN UPDATE - PROJECT NO. 801 0045 70 76

(Report of: Public Works Department)

Recommendations

1. Approve the Agreement for Professional Consultant Services with KTU+A, for the City of Moreno Valley Bicycle Master Plan Update project.

2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with KTU+A.

3. Authorize the issuance of a Purchase Order to KTU+A in the amount of $134,381.00 when the Agreement has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with KTU+A, up to but not to exceed the Purchase Order amount, subject to the approval of the City Attorney.

A.19 FINAL APPROPRIATION FOR CAPITAL PROJECTS FUNDED BY THE 2007 TAX ALLOCATION BONDS

(Report of: Financial & Management Services Department)

Recommendations

1. Approve the final appropriation for capital projects funded by the 2007 Tax Allocation Bonds as presented in Attachment 1.

2. Approve the creation of the Capital Project Reimbursement Fund (Fund 3008) to record the receipt of federal, state and local project reimbursements and appropriate the revenues and expenses presented in Attachment 1 in the amount of $834,525.

A.20 RESOLUTION TO RATIFY THE APPLICATION FOR THE 2013 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM (JAG) AND TO ACCEPT THE $60,317 ALLOCATION TO THE CITY

(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Approve Resolution 2013-58 to ratify the application by the Code & Neighborhood Services Division for the Edward Byrne Memorial Justice Assistance Grant (JAG) and to accept the $60,317 allocated to the City. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Grant Application Submitted by the

Code & Neighborhood Services Division to the Office of Justice Programs for the Edward Byrne Memorial Justice Assistance Grant and Accept the $60,317 Allocation.

2. Authorize revenue and expenditure budget appropriations of $60,317 respectively to a new JAG Grant Fund for FY 2013-14.

A.21 AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES TO BURST COMMUNICATIONS, INC. FOR THE MVTV-3 BROADCAST EQUIPMENT UPGRADE PROJECT –
PROJECT NO. 803 0021 70 77
(Report of: Public Works Department)

Recommendations

1. Approve the Agreement for Professional Consultant Services with Burst Communications, Inc., 8200 S. Akron Street, Suite 108; Centennial, CO 80112, for the MVTV-3 Broadcast Equipment Upgrade Project.

2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with Burst Communications, Inc. in the form attached hereto.

3. Authorize the issuance of a Purchase Order to Burst Communications, Inc., totaling $460,000 ($450,720 plus $9,280 contingency) when the Agreement has been signed by all parties.

4. Authorize the Public Works Director / City Engineer to execute any subsequent related minor Amendments to the Agreement for Professional Consultant Services with Burst Communications, Inc. up to, but not to exceed, the contingency amount of $9,280, subject to the approval of the City Attorney.

5. Authorize the transfer of $500,000 within the Public / Education / Government Access Program (PEG) Fund from account 2011-16-16-16150-620910 to the CIP – Buildings account 2011-70-77-80003-720199.

A.22 SECOND AMENDMENT TO AGREEMENT WITH DMC DESIGN GROUP FOR MORENO TOWNSITE AREA STORM DRAIN AND MISCELLANEOUS STREET IMPROVEMENTS BETWEEN ALESSANDRO BOULEVARD AND DRAINAGE FACILITY LINE F - PROJECT NO. 801 0011 70 77
(Report of: Public Works Department)

MV00211550

Recommendations

1. Approve the Second Amendment to Agreement for Professional Consultant Services with DMC Design Group for the additional work needed to complete the design for the Moreno Townsite Area Storm Drain and Miscellaneous Street Improvements.

2. Authorize the City Manager to execute the Amendment to Agreement for Professional Consultant Services with DMC Design Group.

3. Authorize an increase to the Purchase Order to DMC Design Group not to exceed the amount of $28,000 once the Amendment to Agreement has been signed by all parties.

A.23 ADOPT RESOLUTION NO. 2013-59 APPROVING THE LOAN AGREEMENT FROM THE GENERAL FUND TO THE POLICE FACILITIES DEVELOPMENT IMPACT FEE FUND IN THE AMOUNT OF $3,000,000, THE RECREATION CENTER DEVELOPMENT IMPACT FEE FUND IN THE AMOUNT OF $145,000 AND THE ANIMAL SHELTER DEVELOPMENT IMPACT FEE FUND IN THE AMOUNT OF $175,000
(Report of: Financial & Management Services Department)

Recommendation:
Staff recommends that the Council adopt Resolution 2013-59 approving the Loan Agreements from the General Fund to the Police Facilities Development Impact Fee Fund in the amount of $3,000,000, the Recreation Center Development Impact Fee Fund in the amount of $145,000 and the Animal Services Development Impact Fee Fund in the amount of $175,000. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing an Loan Agreement Between the City of Moreno Valley and the Police Facility Development Impact Fee Fund in the Amount of $3,000,000, the Recreation Center Development Impact Fee Fund in the Amount of $145,000 and the Animal Shelter Development Impact Fee Fund in the Amount of $175,000.

A.24 ADOPT RESOLUTION NO. 2013-60 APPROVING THE FIRST EXTENSION TO THE LOAN AGREEMENT FROM THE LIBRARY DEVELOPMENT IMPACT FEE FUND TO THE FACILITY CONSTRUCTION FUND
(Report of: Financial & Management Services Department)

Recommendations

1. Adopt Resolution 2013-60. A Resolution of the City Council of the City of Moreno Valley, California, Approving the First Extension to the Loan Agreement Between the Library Development Impact Fee Fund and the Facility Construction Fund in the Amount of $4,000,000

MV00211551

Plus Interest for the FY 2012/13 Period Extending the Repayment Term to June 30, 2014.

2. Authorize the City Manager to execute the First Extension to Loan Agreement for the interfund loan from the Library Development Impact Fee Fund to the Facility Construction Fund.

A.25 ADOPT RESOLUTION NO. 2013-61 APPROVING THE FIRST EXTENSION TO THE LOAN AGREEMENT FROM THE CORPORATE YARD DEVELOPMENT IMPACT FEE FUND TO THE FACILITY CONSTRUCTION FUND
(Report of: Financial & Management Services Department)

Recommendations

1. Adopt Resolution 2013-61. A Resolution of the City Council of the City of Moreno Valley, California, Approving the First Extension to the Loan Agreement from the City of Moreno Valley Corporate Yard Development Impact Fee Fund to the City of Moreno Valley Facility Construction Fund in the amount of $2,500,000 plus interest for the FY 2012/13 period extending the repayment term to June 30, 2014.

2. Authorize the City Manager to execute the First Extension to Loan Agreement for the interfund loan from the Corporate Yard Development Impact Fee Fund to the Facility Construction Fund.

A.26 AMENDMENTS TO PERSONNEL POLICY 5.14 – MANAGEMENT CONTRACTS
(Report of: City Manager Department)

Recommendation:
Approve Personnel Policy 5.14 which updates terms for employment of at-will management employees.

A.27 APPROVAL OF EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND CITY MANAGER MICHELLE DAWSON FOR THE POSITION OF CITY MANAGER
(Report of: City Attorney Department)

Recommendation:
Approve the Employment Agreement between the City of Moreno Valley and City Manager Michelle Dawson for the position of City Manager.

A.28 REQUEST TO ESTABLISH THE BUILDING & NEIGHBORHOOD SERVICES DIVISION MANAGER POSITION
(Report of: Administrative Services Department)

MV00211552

Recommendation:
Adopt the new position, class specification and salary range of the Building & Neighborhood Services Division Manager in the Community & Economic Development Department.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OFJUNE 11, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

B.3 AUTHORIZATION TO CLOSE PUBLIC STREETS FOR THE INDEPENDENCE DAY FESTIVITIES ON THURSDAY, JULY 4, 2013
(Report of: Parks & Community Services Department)

Recommendations

1. Authorize the closure of the following streets between the hours of 6:00 a.m. and 12:00 noon for the purpose of conducting the Fourth of July Parade scheduled to take place on July 4, 2013.TownGate Boulevard between Frederick Street, Eucalyptus Avenue and Memorial Way; Frederick Street between Centerpointe Drive and Cactus Avenue; Cottonwood Avenue between Pan Am Boulevard and Dunhill Drive; Eucalyptus Avenue between Pan Am Boulevard and Kochi Drive; Dracaea Avenue between Pan Am Boulevard and Kochi Drive; Atlantic Circle east of Frederick Street; Brabham Street between Frederick Street and Andretti Street; TownGate Boulevard between Frederick Street and Heritage Way; Bay Avenue between Kristina Court and Courage Street; Alessandro Boulevard between Chagall Court and Elsworth Street; Brodiaea Avenue between Joy Street, and Frederick Street; Resource Way between Frederick Street and Corporate Way; Corporate Way between Calle San Juan de Los Lagos and Resource Way; Eastridge Street between Frederick Street and Heritage Way; Calle San Juan De Los Lagos between Frederick Street and Veterans Way; Veterans Way between Business Center Drive and Alessandro Boulevard; New Hope between Veterans Way and Elsworth; Veterans Way between Cactus Avenue and Alessandro Boulevard, and Heritage Way between TownGate Boulevard and Town Circle.

2. Authorize the closure of Dracaea Avenue between Morrison Street and Nason Street, between the hours of 6:00 a.m. on Thursday, July

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4, 2013 through 5:00 p.m. on Friday, July 5, 2013 for the purpose of conducting the Fourth of July Festival and Fireworks Program scheduled to take place on July 4, 2013.

3. For a short period of time and immediately following the fireworks display, authorize one-way traffic on various streets in the vicinity of Morrison Park as directed by the Moreno Valley Police Department.

B.4 APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 1 MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14
(Report of: Financial & Management Services Department)

Recommendation:
Acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board") and as the legislative body of Community Facilities District No. 1 ("CFD No. 1" or "District") approve and adopt Resolution No. CSD 2013-15 approving the calculation of the Community Facilities District No. 1 maximum special tax rate for fiscal year 2013/14. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Community Facilities District No. 1 Maximum Special Tax Rate for Fiscal Year 2013/14

B.5 AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROJECT NO. E-2 (HIDDEN SPRINGS) MAINTENANCE OF PARKWAY, MEDIAN AND OPEN SPACE LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Agreement for Project No. E-2/13-14 (Hidden Springs) Maintenance of Parkway, Median and Open Space Landscaping and Irrigation with Mariposa Landscapes, Inc., 15529 Arrow Highway, Irwindale, CA 91706 for landscape maintenance services of the parkways, medians and paseos (open spaces).

2. Authorize the City Manager to execute the Agreement for Project No. E- 2/13-14 with Mariposa Landscapes, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Mariposa Landscapes, Inc. in the not–to-exceed (NTE) amount of $104,282.00 ($85,482.00 for base and $18,800.00 for additional work).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize associated purchase orders (P.O.s) in accordance with the terms of

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the Agreement, subject to the approval of the City Attorney.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OFJUNE 11, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF JUNE 11, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

Motion to Continue Items A.4 and B.5 to July 9, 2013 City Council meeting by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 (except Items A.4 and B.5, which were continued) by m/Council Member Victoria Baca, s/Council Member Richard A. Stewart

Approved by a vote of 5-0.

E. PUBLIC HEARINGS

E.1 PUBLIC HEARING FOR DELINQUENT RESIDENTIAL SOLID WASTE ACCOUNTS
(Report of: Public Works Department)

Recommendations That the City Council:

1. Approve placing the submitted list of delinquent solid waste accounts that are attached to this report on the Fiscal Year (FY) 2013/2014 Riverside County property tax roll for collection.

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2. Direct the City Clerk to file with the Riverside County Auditor a certified copy of Resolution No. 2012-55 and the list of delinquent solid waste accounts as required by Section 5473.4 of the California Health and Safety Code and Section 6.02.030 of the City of Moreno Valley Municipal Code.

Mayor Tom Owings opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Motion to Approve Recommendation No. 1 by m/Council Member Jesse L. Molina, s/Council Member Richard A. Stewart

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 2 by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - none

G. REPORTS

G.1 RECOMMENDATION TO OUTSOURCE MORENO VALLEY LIBRARY SERVICES
(Report of: City Manager Department)

Recommendations That the City Council:

1. Select Library Systems and Services, LSSI to provide library services in the City of Moreno Valley, with a target implementation date prior to September 15, 2013.

2. Authorize the City Manager to sign a contract for provision of outsourced library services consistent with the terms outlined in this report, with approval by the City Attorney.

Recess;
Reconvened

Mayor Tom Owings opened the agenda item for public comments, which were received from Les Johnson (opposes), Evelyn Bell (opposes), Tom Thornsley, John Tabarrini, Paula Winter (opposes), and Deanna Reeder (opposes).

MV00211556

Motion to Approve by m/Council Member Victoria Baca, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

Motion to Approve by m/Council Member Victoria Baca, s/Council Member Richard A. Stewart

Approved by a vote of 5-0.

G.2 APPOINTMENTS TO THE CITY COUNCIL ADVISORY BOARDS AND COMMISSIONS
(Report of: City Clerk Department)

Recommendations That the City Council:

1. Review the ballots for appointments to various City Council Boards and Commissions (to be provided by the City Clerk) and mark your choices where appropriate.

2. Appoint those applicants who received majority vote by the City Council.

3. Confirm the appointment of Shor Denny to the Traffic Safety Commission as the Moreno Valley Parent-Teacher Council representative, with a term expiring June 30, 2016.

4. If vacancies are not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the positions as vacant and carry over the current applications for reconsideration of appointment at a future date.

Motion to Continue the item to August 27, 2013 and extend the expiring terms of the current board members and commissioners to August 31, 2013 by m/Council Member Jesse L. Molina, s/Council Member Richard A. Stewart

Approved by a vote of 5-0.

G.3 APPROVAL OF SUCCESSOR MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF MORENO VALLEY AND THE MORENO VALLEY CITY EMPLOYEES ASSOCIATION AND MORENO VALLEY MANAGEMENT ASSOCIATION FOR THE PERIOD OF JULY 1, 2013 THROUGH JUNE 30, 2015
(Report of: Administrative Services Department)

MV00211557

Recommendations That the City Council:

1. Approve the successor Memoranda of Understanding (MOUs) between the City of Moreno Valley and the Moreno Valley City Employees Association (Attachment A), and Moreno Valley Management Association (Attachment B) for the period of July 1, 2013 through June 30, 2015.

2. Extend the economic provisions of these Agreements to employees represented by the Moreno Valley Confidential Management Employees as well as those in unrepresented classifications.

3. Approve updates to the Salary Schedule and Personnel Rules & Regulations to incorporate revisions as specified in the attached MOUs.

4. Direct the Chief Financial Officer to adjust FY 2013-14 and FY 2014-15 Budget Appropriations as outlined in this report (projected cost of $1,706,870 with General Fund impact projected at $734,527) to reflect the Council's approval of these Memoranda of Understanding.

Mayor Tom Owings opened the agenda item for public comments, which were received from Daryl Terrell, Deanna Reeder and Tom Thornsley (opposes).

Motion to Approve Recommendation No. 1 by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 2 by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 3 by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 4 by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 5-0.

G.4 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

City Manager stated that this is the first time since 2008 that the City has a balanced budget without using reserves; the addition of Aldi, an international grocery chain, to our business community is a huge win for Moreno Valley. Aldi has selected Moreno Valley to locate its distribution center and regional headquarters; staff is ready to facilitate their move to our community. With the approval of the MOUs tonight, the City Council re-established City Hall hours to our development community; the development services staff is ready to welcome our business community back on the 2nd and 4th Fridays of the month beginning on July 12. Thanked the Moreno Valley Chamber of Commerce, local restaurants and members of the executive team that participated in the Taste of the Valley event last weekend. Executive management team members will participate in this year's July 4th parade.

G.5 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action) - none

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION

H.1.1 AMENDMENT TO CHAPTER 6.02 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE AND ADOPTION OF THE PROPOSED ORDINANCE RELATED TO ILLEGAL HAULING AND COMMERCIAL RECYCLING BIN SCREENING (Report of: Public Works Department)

Recommendations That the City Council:
Introduce the proposed Ordinance No. 866. An Ordinance of the City Council of the City of Moreno Valley, California, amending Municipal Code Section 6.02 of Chapter 6 of the City of Moreno Valley Municipal Code Relating to Refuse Collection, Transfer and Disposal.

Mayor Tom Owings opened the agenda item for public comments, which were received from Deanna Reeder.

Motion to Approve by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

H.2 ORDINANCES - 2ND READING AND ADOPTION

H.2.1 ORDINANCE NO. 870 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING ZONE CHANGE APPLICATION NO. PA13-0007, CHANGING THE LAND USE DESIGNATION FROM NEIGHBORHOOD COMMERCIAL AND R15 TO R30 AND OPEN SPACE FOR APPROXIMATELY 10 ACRES LOCATED AT THE SOUTHEAST CORNER OF ALESSANDRO BOULEVARD AND LASSELLE STREET (ASSESSOR'S PARCEL NUMBER 486-280-044 AND A PORTION OF -043). (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 11, 2013 BY A 4-0-1 VOTE, MAYOR TOM OWINGS RECUSED HIMSELF) (Report of: Community & Economic Development Department)

Recommendations That the City Council:
Adopt Ordinance No. 870. An Ordinance of the City Council of the City of Moreno Valley, California, Approving Zone Change Application No. PA13-0007, Changing the Land Use Designation From Neighborhood Commercial and R15 to R30 and Open Space for Approximately 10 Acres Located at the Southeast Corner of Alessandro Boulevard and Lasselle Street (Assessor's Parcel Number 486-280-044 and a Portion Of -043).

Mayor Tom Owings recused himself and left the Council Chamber in order to fulfill a campaign promise of not voting on matters that involve large contributors to his campaign.

Motion to Approve by m/Council Member Richard A. Stewart, s/Mayor Pro Tem Marcelo Co

Approved by a vote of 4-0-1, Mayor Tom Owings recused himself.

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

AGENDA ORDER

PUBLIC COMMENTS **ON ANY SUBJECT NOT ON THE AGENDA** UNDER THE JURISDICTION OF THE CITY COUNCIL

Continued the remainder of the public comments:

Curtis Gardner (Concerned Citizens of Moreno Valley)

1. Citizens' voice in government; accountability and transparency

MV00211560

Craig Givens

1. FBI investigation

2. Budget issue - concession on utilities; jobs; revenues

3. March Joint Power

Alicia Espinoza (Moreno Valley Concerned Citizens)

1. Recall of the Mayor

Brandon Cam (Moreno Valley Historical Society)

1. Preservation/restoration of local historic properties, including Red Cross building on former military land (March Joint Powers property) established during World War II; more information on the Historical Society Web site

Tom Thornsley

1. Community awareness meeting regarding World Logistic Center - invited everyone to attend a meeting on July 13 at Moreno Valley High School

2. Lawsuit opposing Medical facility planned at March Air Force Base

Louise Palomarez

1. Congratulated the new City Manager Michelle Dawson and the new Acting City Attorney Suzanne Bryant

2. Budget/jobs

Robert Palomarez

1. Budget; Commented on other speakers' comments

Jo Ann M. Stephan

1. Great job done by Council

2. Proposal for the library

Daryl Terrell

1. Comes with solutions to problems

2. Cuts in public safety

3. Warehouses

4. Campaign contributions

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Council Member Victoria Baca

1. Asked the Parks and Recreation Director for July 4th celebration update

2. Is proud that the Council appointed women to leadership positions (City Manager, City Clerk and City Attorney)

3. Reducing furlough will help very much, bringing staff on Fridays to meet community's needs

4. Is very optimistic and happy about Aldi coming to Moreno Valley; Aldi will be the second building coming up against Freeway 60; heard a lot of positive comments; we will have more businesses coming to Moreno Valley; glad about business-friendly attitude

Mayor Pro Tem Marcelo Co

1. Stated that we have a brighter future now; asked citizens for suggestions for improvements and solutions to the problems; emphasized that any job is a good job; any business that wants to come to the City, is welcomed and should be given a break; asked for residents' positive input; is trying to bring jobs

Council Member Jesse Molina

1. Concurred with Mayor Pro Tem Marcelo Co's remarks; stated that the Council has to make tough decisions; loyalty is to the City first, not to other agencies; we are losing the war of commerce to surrounding cities, resulting in budget cuts; we need to get the jobs here

2. Wants to go in a positive direction

Council Member Richard Stewart

1. Stated that the article in L.A. Times regarding Aldi foods is very positive. The City did concession on utilities - the reason we started the utility is to attract business; Aldi is bringing headquarters along with its distribution center; we need to give incentives to be competitive and attract business

2. Interim Economic & Development Director John Terrell is working with possible clients to come in to the old Albertson and Ralphs

3. Moreno Valley Sheriff's Department is using updated sophisticated methods to fight crime: sophisticated tracking devices that can be used during robbery, new camera system to assist crime solutions, checkpoints, which are successful at catching criminals, special burglary suppression team to solve crimes, computerized assessment allocation of resources; almost every year new innovations are coming; cuts are coming next year - hopes that revenues will go up

4. Warehouses next to the freeway are at the proper place; is not proper to put houses next to the freeway

Mayor Tom Owings

1. Applauded the City Manager for the new stricter dress code, which is a sign of respect

2. Stated that you can learn a lot about a person how he treats others: Mayor Pro Tem Marcelo Co participated in the last Council meeting via telephone, as he was abroad attending his mother's funeral; he took care of his 95 year-old mother; Is proud of remarks made by Council Member Jesse Molina - the only things Council Member Molina has in mind is good for the City; might disagree with Council Member Richard Stewart from time to time, but both usually vote alike; has the highest regard for Richard's experience on this Council – stated that we have a very unified council and that he believes that majority of population supports the current council

3. On Saturday, attended Rising Star Academy graduation, which graduated 117 students; the Academy is getting students through high school with aspiration for meaningful life and job

4. Attended with his wife the 25th anniversary of ROTC program; it was astonishing to see these cadets with almost 95% graduation rate; the community needs to support these kids; asked the community to see what good is going on and duplicate it; ROTC program is run by Valley View High School

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5. Shared the City Manager's appreciation for the good press about Aldi

6. Stated that last November he was candid with voters what he is going to do to keep Moreno Valley from becoming the next San Bernardino; no mayor should be afraid to make an unpopular decision

There being no further business to conduct, the meeting was adjourned at 10:33 p.m. to Closed Session by unanimous informal consent.

CLOSED SESSION

The City Attorney announced that three cases listed on the agenda under Government Code Section 54956.9(d)1 will be discussed.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Mayor Tom Owings opened the Closed Session items for public comments; there being none, public comments were closed.

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority was held in Conference Room C, First Floor, City Hall. The City Council met in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

The Closed Session was held pursuant to Government Code:

1 SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

a) Rodriguez, Olga V. City of Moreno Valley

b) Silver Creek Industries, Inc. V. City of Moreno Valley

c) Verizon California Inc. V. California State Board of Equalization, et al.

2 SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF SECTION 54956.9

Number of Cases: 5

3 SECTION 54956.9(d)(4) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

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Number of Cases: 5

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

None

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 10:45 p.m. by unanimous informal consent.

Submitted by:

_____
City Clerk Jane Halstead, CMC
Secretary, Moreno Valley Community Services District
Secretary, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Secretary, Moreno Valley Housing Authority
Secretary, Board of Library Trustees

Approved by:

_____
Mayor Tom Owings
President, Moreno Valley Community Services District
Chairperson, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Moreno Valley Housing Authority
Chairperson, Board of Library Trustees

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AGENDA

CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

August 27, 2013

SPECIAL PRESENTATIONS – 5:30 P.M.
REGULAR MEETING – 6:00 P.M.

City Council Study Sessions
First & Third Tuesdays of each month – 6:00 p.m.
City Council Meetings
Second & Fourth Tuesdays of each month – 6:00 p.m.
City Council Closed Sessions
Immediately following Regular City Council Meetings and Study Sessions, unless no Closed Session Items are Scheduled

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3705 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Tom Owings, Mayor

_____, Mayor Pro Tem
Jesse L. Molina, Council Member
Richard A. Stewart, Council Member
Victoria Baca, Council Member

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
August 27, 2013

CALL TO ORDER – 5:30 PM

SPECIAL PRESENTATIONS

1. Recognition of 2013 Summer Reading Program Super Readers, by Moreno Valley Friends of the Library

2. Proclamation Recognizing National Preparedness Month - September 2013

MV00211817

AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
AND THE BOARD OF LIBRARY TRUSTEES

THE CITY COUNCIL RECEIVES A SEPARATE STIPEND FOR CSD MEETINGS

REGULAR MEETING - 6:00 PM
AUGUST 27, 2013

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION

Captain Julius Murphy - The Salvation Army - Moreno Valley Corps

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

MV00211818

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority or the Board of Library Trustees requests that an item be removed for separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF JULY 9, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

A.4 AUTHORIZE SUBMISSION OF GRANT FUNDING APPLICATIONS FOR RIVERSIDE COUNTY TRANSPORTATION COMMISSION'S MULTI-FUNDING CALL FOR PROJECTS AND APPROVE RESOLUTION 2013-65 (Report of: Public Works Department)

Recommendations
1. Authorize the submittal of grant applications for the Riverside County Transportation Commission's (RCTC) Multi-funding Call for Projects.

2. Approve Resolution No. 2013-65. A Resolution of the City Council of the City of Moreno Valley, California indicating the City's commitment to provide a funding match for projects selected as a part of the RCTC Multi-funding Call for Projects. Resolution No. 2013-65, a Resolution of the City Council of the City of Moreno Valley, California, authorizing the submittal of applications for the RCTC Multi-Funding Call for Projects and Matching Fund Commitment

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A.5 AWARD THE PURCHASE OF EMERGENCY VEHICLE PRE-EMPTION EQUIPMENT TO GLOBAL TRAFFIC TECHNOLOGIES FOR RETROFITTING 117 EXISTING SIGNALIZED INTERSECTIONS—PROJECT NO. 808 0010 70 76 (Report of: Public Works Department)

Recommendations

1. Award the purchase of Emergency Vehicle Pre-emption systems for Project No. 808 0010 70 76 to Global Traffic Technologies.

2. Authorize the Purchasing & Facilities Division Manager to execute a Purchase Order to Global Traffic Technologies, in the amount of $319,062.39 ($282,356.10 for the bid amount, plus sales tax and 5% contingency) - Account No. 3302-70-76-80008-660310).

A.6 APPROVAL OF PAYMENT REGISTER FOR MAY, 2013 (Report of: Financial & Management Services Department)

Recommendation:

1. Adopt Resolution No. 2013-66, approving the Payment Register for the month of May, 2013 in the amount of $12,527,069.50. Resolution No. 2013-66, A Resolution of the City Council of the City of Moreno Valley, California, Approving the Payment Register for the Month of May, 2013.

A.7 APPROVAL OF PAYMENT REGISTER FOR JUNE, 2013 (Report of: Financial & Management Services Department)

Recommendation:

1. Adopt Resolution No. 2013-67, approving the Payment Register for the month of June, 2013 in the amount of $22,008,214.83. A Resolution of the City Council of the City of Moreno Valley, California Approving the Payment Register for the Month of June, 2013.

A.8 RECEIPT OF QUARTERLY INVESTMENT REPORT – QUARTER ENDED JUNE 30, 2013 (Report of: Financial & Management Services Department)

Recommendation:

1. Receive and file the Quarterly Investment Report, in compliance with the City's Investment Policy.

A.9 ADOPT RESOLUTION NO. 2013-68 APPROVING THE RELOCATION PLAN FOR ELIGIBLE OCCUPANTS OF A SINGLE FAMILY RESIDENCE LOCATED AT 13597 NASON STREET (APN 487-470-017) FOR THE NASON STREET FROM CACTUS AVENUE TO FIR AVENUE STREET IMPROVEMENT PROJECT – PROJECT NO. 801 0001 70 77
(Report of: Public Works Department)

MV00211820

Recommendation:

1. Adopt Resolution No. 2013-68. A Resolution of the City Council of the City of Moreno Valley, California approving the Relocation Plan for eligible occupants of a single family residence located at 13597 Nason Street (APN: 487-470-017). Resolution No. 2013-68, a Resolution of the City Council of the City of Moreno Valley, California, Approving the Relocation Plan for Eligible Occupants of a single family residence located at 13597 Nason Street (APN 487-470-017) for the Nason Street from Cactus Avenue to Fir Avenue Street Improvement Project – Project No. 801 0001 70 77.

A.10 RIGHT OF WAY EASEMENTS (APNS 487-470-023 AND 487-470-026) AND DRAINAGE EASEMENT (APN 487-470-023) FOR THE NASON STREET FROM CACTUS AVENUE TO FIR AVENUE STREET IMPROVEMENT PROJECT - PROJECT NO. 801 0001 70 77 (Report of: Public Works Department)

Recommendations

1. Adopt Resolution No. 2013-69. A Resolution of the City Council of the City of Moreno Valley, California, granting a roadway easement on City owned parcels fronting the west side of Nason Street between Alessandro Boulevard and Cottonwood Avenue known as Assessor Parcel Numbers 487-470-023 and 487-470-026.

2. Authorize the granting of roadway easements for the City owned parcels known as Assessor Parcel Numbers 487-470-023 and 487-470-026.

3. Direct the City Clerk to forward the Resolution to the Mayor for execution and the roadway Easement Deeds to the Public Works Director/City Engineer for execution and to forward the documents to the County Recorder's office for recordation for Assessor Parcel Numbers 487-470-023 and 487-470-026.

4. Adopt Resolution No. 2013-70. A Resolution of the City Council of the City of Moreno Valley, California, granting a drainage easement on a City owned parcel on the northwest corner of Alessandro Boulevard and Nason Street known as Assessor Parcel Number 487-470-023.

5. Authorize the granting of a drainage easement for the City owned parcel known as Assessor Parcel Number 487-470-023.

6. Direct the City Clerk to forward the Resolution for Assessor Parcel

Number 487-470-023 to the Mayor for execution and the Drainage Easement to the Public Works Director/City Engineer for execution and to forward the documents to the County Recorder's office for recordation for Assessor Parcel Number 487-470-023.

A.11 APPROVE BIO-TOX LABORATORIES PURCHASE ORDER FOR $125,000 (Report of: Police Department)

Recommendation:

1. Authorize the Moreno Valley Police Department to execute a Purchase Order to Bio-Tox Laboratories, 1965 Chicago Ave. #C, Riverside, CA 92507, for $125,000 (Account No. 1010-60-65-40010-625099)

A.12 PA07-0080 (PM 35672) – APPROVE PARCEL MAP AND ACCEPT THE AGREEMENT AND SECURITY FOR PUBLIC IMPROVEMENTS (Report of: Public Works Department)

Recommendations

1. Approve Parcel Map 35672 and authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

2. Accept the Agreement and Security for Public Improvements.

3. Authorize the Mayor to execute the Agreement.

4. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.

5. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

A.13 PA13-0012 – APPROVAL OF PROPOSED RESOLUTION FOR THE VACATION OF A PORTION OF JOY STREET FROM CACTUS AVENUE TO BRODIAEA AVENUE (Report of: Public Works Department)

Recommendations

1. Adopt the Resolution No. 2013-71. A Resolution of the City Council of the City of Moreno Valley, California, ordering the vacation of a portion of Joy Street from Cactus Avenue to Brodiaea Avenue.

2. Direct the City Clerk to certify said resolution and transmit a copy of the resolution to the County Recorder's office for recording.

A.14 RECOMMENDATION TO ESTABLISH THE CLASSIFICATION OF RECYCLING SPECIALIST IN THE PUBLIC WORKS DEPARTMENT (Report of: Administrative Services Department)

Recommendation:

1. Adopt the new position, class specification and salary range of the Recycling Specialist in the Public Works Department.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF JULY 9, 2013 (Report of: City Clerk's Department)

Recommendation:

1. Approve as submitted.

B.3 REPLACEMENT OF PLAY STRUCTURES AND PLAYGROUND SURFACING AT FAIRWAY PARK, EL POTRERO PARK, AND WESTBLUFF PARK (Report of: Parks & Community Services Department)

Recommendations

1. Award Purchase Order to Miracle Recreation Equipment Company, 8445 Solution Center, Chicago, IL 60677-8004 for material and labor to replace play structures and playground surfacing at Fairway Park, El Potrero Park, and Westbluff Park.

2. Authorize the Purchasing Manager to execute a purchase order in an amount not to exceed $381,928.11 as appropriated in FY13/14, in GL account 3006-50-57-80007-720199, project number 807 0004 50 57 3006Q.

3. Authorize the issuance of a Purchase Order to Miracle Recreation Equipment Company, in the amount of $381,928.11 ($356,928.11 for the bid amount plus 7% contingency) when the contract has been signed by all parties.

4. Authorize the Parks and Community Services Director to execute any subsequent change orders to the contract with Miracle Recreation Equipment Company, up to but not to exceed the Purchase Order contingency of $25,000 subject to the approval of the City Attorney.

5. Authorize the Parks and Community Services Director to accept the

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improvements into the Community Services District's maintained system upon acceptance of the improvements as complete.

B.4 AMEND THE CONTRACT WITH THINK TOGETHER, INC., TO OPERATE DAY-TO-DAY ACTIVITIES AND FUNCTIONS INVOLVING THE CITY'S AFTER SCHOOL EDUCATION AND SAFETY (ASES) GRANT PROGRAM FOR FISCAL YEAR 2013-14 THROUGH FISCAL YEAR 2015-16 (Report of: Parks & Community Services Department)

Recommendations

1. Authorize the City Manager to amend the contract entered into with THINK Together, Inc., on April 26, 2011, to operate day-to-day activities and functions of the City's Prop 49 state-funded ASES after school grant program, as outlined within this document.

2. Authorize the additional revenue and expense budgets in the ASES Program Grant Fund (Fund 2202) for the ASES Grant Program in the amount of $520,050, respectively, upon approval of the contract amendment with THINK Together, Inc.

B.5 ACCEPTANCE OF GRANT MONIES FROM THE CALIFORNIA DEPARTMENT OF EDUCATION, CHILD DEVELOPMENT SERVICES, FOR CHILD CARE SERVICES AND ADOPTION OF THE RESOLUTION TO CERTIFY THE APPROVAL OF THE GOVERNING BOARD (Report of: Parks & Community Services Department)

Recommendations

1. Authorize the acceptance of grant money in the amount of $547,461 for Fiscal Year (FY) 2013/2014 from the California Department of Education, Child Development Division, for the purpose of providing school age child care and development services.

2. Adopt Resolution No. CSD 2013-16. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, certifying the approval of the governing board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel, to sign contract documents for FY 2013/2014.

B.6 SECOND EXTENSION OF THE AGREEMENT – PROJECT NO. 2011 TREE TRIM/REMOVAL MAINTENANCE (Report of: Financial & Management Services Department)

Recommendations

1. Approve the Second Extension of the Agreement ("Second Extension

Agreement") for Project No. 2011, Tree Trim/Removal Services, with West Coast Arborists, Inc., 2200 E. Burton Street, Anaheim, CA 92806 for tree trimming and removal services within Community Services District (CSD) zones D, E-1, E-1A, E-2, E-3, E-4, E-7, E-8, E-12, E-14, E-15, E-16, M and S.

2. Authorize the City Manager to execute the Second Extension Agreement for tree trimming/removal services with West Coast Arborists, Inc.

3. Authorize the issuance of a purchase order for services beginning September 1, 2013 to West Coast Arborists, Inc., in the not-to-exceed (NTE) amount of $97,050.00. This amount includes $82,705.00 for base and $14,345.00 for additional work.

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, within Council approved annual budgeted amounts, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF JULY 9, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF JULY 9, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

E. PUBLIC HEARINGS - None

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

G. REPORTS

G.1 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 291-650-011 BALLOTING FOR NPDES (Report of: Financial & Management Services Department)

Recommendations That the City Council:

1. Accept public comments regarding the mail ballot proceeding for Assessor Parcel Number (APN) 291-650-011 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.

G.2 MONTHLY REPORT: MORENO VALLEY ANIMAL SHELTER ADOPTION RATE (Report of: Administrative Services Department)

Recommendations That the City Council:

1. Receive and file the Monthly Report: Moreno Valley Animal Shelter Adoption Rate for the periods of May 1, 2013 to May 31, 2013 and June 1, 2013 to June 30, 2013.

G.3 APPOINT A VOTING DELEGATE AND ALTERNATE DELEGATES FOR THE LEAGUE OF CALIFORNIA CITIES (LCC) 2013 ANNUAL CONFERENCE BUSINESS MEETING (Report of: City Clerk Department)

Recommendations That the City Council:

1. Appoint a voting delegate, and first and second alternate delegates for the League of California Cities (LCC) 2013 Annual Conference business meeting.

G.4 2013 COUNCIL COMMITTEE PARTICIPATION APPOINTMENTS TO VACANT POSITIONS (Report of: City Clerk Department)

Recommendations That the City Council:

1. Appoint Council Member Victoria Baca to serve as the City of Moreno Valley's representative on the March Joint Powers Commission (MJPC).

2. Appoint Council Member Jesse L. Molina to serve as the City of Moreno Valley's alternate representative on the Riverside County Transportation Commission (RCTC).

3. Appoint Council Member Victoria Baca to serve as the City of Moreno Valley's alternate representative on the Riverside Transit Agency (RTA).

4. Appoint Council Member Jesse L. Molina to serve as the City of Moreno Valley's alternate representative on the Western Riverside Council of Governments (WRCOG).

5. Appoint Council Member Jesse L. Molina to serve on the City of Moreno Valley's Economic Development Subcommittee.

6. Appoint Council Member Jesse L. Molina to serve on the City of Moreno Valley's Finance Subcommittee.

7. Appoint Council Member Victoria Baca to serve as the alternate on the City of Moreno Valley's Public Safety Subcommittee.

G.5 DISCUSSION AND APPOINTMENT REGARDING MAYOR PRO TEM POSITION (Report of: City Clerk Department)

Recommendations That the City Council:

1. Select a Council Member to serve as Mayor Pro Tem for the remainder of the unexpired term.

G.6 APPOINTMENTS TO THE CITY COUNCIL ADVISORY BOARDS AND COMMISSIONS (Report of: City Clerk's Department)

Recommendations That the City Council:

1. Extend the expiring August 31, 2013 terms of the current City Council Advisory Board and Commission members to October 31, 2013 to allow additional time for recruitment.

G.7 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

G.8 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

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H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/City as Successor Agency for the Community Redevelopment Agency/Housing Authority or Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

MV00211828

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF SECTION 54956.9

Number of Cases: 5

2 SECTION 54956.9(d)(4) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

ADJOURNMENT

CERTIFICATION

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, certify that the City Council Agenda was posted in the following places pursuant to City of Moreno Valley Resolution No. 2007-40:

City Hall, City of Moreno Valley
14177 Frederick Street

AGENDA
August 27, 2013

Moreno Valley Library
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center
25075 Fir Avenue

Jane Halstead, CMC,
City Clerk

Date Posted: 8/21/2013

AGENDA
August 27, 2013

MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
July 9, 2013

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Presentation of 4th of July Parade Awards

2. Business Spotlight
   a) Fix Auto Moreno Valley
   b) Estates, Furniture, Cabinets & Flooring

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:00 PM
July 9, 2013

CALL TO ORDER

The Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority and the Board of Library Trustees was called to order at 6:08 p.m. by Mayor Tom Owings in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Frank Wright

INVOCATION - Dr. Janet Wallace - Agape Fellowship

ROLL CALL

Council:

Tom Owings	Mayor
Marcelo Co	Mayor Pro Tem
Victoria Baca	Council Member
Jesse L. Molina	Council Member
Richard A. Stewart	Council Member

Staff:

Jane Halstead	City Clerk
Kathy Gross	Executive Assistant
Richard Teichert	Chief Financial Officer/City Treasurer
Suzanne Bryant	City Attorney
Michelle Dawson	City Manager
Joel Ontiveros	Police Chief
Abdul Ahmad	Fire Chief
Ahmad Ansari	Public Works Director

Tom DeSantis	Assistant City Manager
Mike McCarty	Parks & Community Services Director
John Terell	Interim Community and Economic Development Director

City Attorney, Suzanne Bryant, stated an issue has arisen that necessitates that a matter listed on the agenda under Closed Session be taken out of order. If the Council votes to go into Closed Session now, we will be discussing one item under Significant Exposure to Litigation pursuant to Government Code Section 54956.9 as listed on the agenda. A vote is needed to go into Closed Session now. No reportable action is anticipated. The other items listed on the Closed Session agenda will be discussed after the regular part of the meeting.

Motion to Approve discussing one item out of order listed on the Closed Session under Signficant Exposure to Litigation Pursuant to Government Code Section 54956.9 by m/Mayor Pro Tem Marcelo Co, s/Council Member Richard A. Stewart

Approved by a vote of 5-0.

Adjourned to Closed Session at 6:16 p.m.

Reconvened from Closed Session at 6:22 p.m. There was no reportable action at this time.

PUBLIC COMMENTS **ON ANY SUBJECT NOT ON THE AGENDA** UNDER THE JURISDICTION OF THE CITY COUNCIL

Mary Anne Gonzales

1. Development Growth
2. Negative Environment

Connie Pat

1. New resident with concerns
2. Negative comments against council

Danny Morales

1. Democracy

2. Recalls

3. Supports Council Member Victoria Baca and Jesse Molina

Raquel C.

1. Thank you for keeping the Morrison Park Fire Station

Louise Palomarez

1. 4th of July event, was a great concert and compliments to Parks & Community Services Director Mike McCarty

Chris Baca

1. Commends the City on the 4th of July event

2. Immigration Reform

Betty Masters

1. World Logistics Center (Opposed)

Tom Thornsley

1. World Logistics Center

2. Upcoming meeting will be held at Moreno Valley High School on July 13th from 10 a.m. - 12 p.m. to discuss the impacts of these types of warehouses.

3. Speaker Slips

Nicolas Gomez

1. Immigration Reform

Robert Palomarez

1. 4th of July was a blast and Parks & Community Services Director Mike McCarty did a great job.

Susan Owings

1. Public Safety costs

2. March Joint Powers Authority

Frank Wright

1. City Administration

Debra Craig

1. Recall

Alicia Espinoza

1. Recall

Curtis Gardner

1. Jobs

Craig Givens

1. March Joint Powers
2. Warehouses

Veronica Landaverde

1. Immigration Reform

Deanna Reeder

1. 4th of July event was great
2. Community Awareness Meeting
3. Speakers being interrupted/discriminated
4. Recall
5. Lawsuit mentioned

Tom Jerele Sr.

1. MVTV-3 congratulations on Emmy Nomination
2. Crossing Guard Continuation
3. 4th of July event
4. Recall

Scott Heveran

1. Speakers

Valerie Perris

1. New Resident
2. Medical Corridor

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, MORENO VALLEY HOUSING AUTHORITY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Tom Owings opened the agenda items for the Consent Calendars for public comments, which were received from Chris Baca (A.4), Jeff Giba (B.3, Supports), Deanna Reeder (A.7, A.9 (Opposed) and A.11), Scott Heveran (A.6), Marcia Amino (A.9, A.19), Susan Gilchrist (A.9, A.17), Craig Givens (A.4), Tom Thornsley (A.9), and Louise Palomarez (A.4).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF JUNE 25, 2013 (Report of: City Clerk's Department)

Recommendation:
Approved as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
Approved as submitted.

A.4 REQUEST TO CONDUCT A FULL ROAD CLOSURE OF GILMAN SPRINGS ROAD IN SUPPORT OF RIVERSIDE COUNTY RECONSTRUCTION PROJECT
(Report of: Public Works Department)

Recommendations

1. Authorize a full road closure of Gilman Springs Road from SR60 to approximately 1.7 miles southerly of Alessandro Boulevard from September 15, 2013 to November 15, 2013.

2. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

A.5 ANNUAL STATEMENT OF INVESTMENT POLICY
(Report of: Financial & Management Services Department)

Recommendation:
Adopt the Annual Statement of Investment Policy

A.6 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY
(Report of: Public Works Department)

Recommendations
Approve Resolution No. 2013-48 amending the Electric Rates for Moreno Valley Utility. A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates, and Electric Service Rules, Fees, and Charges for Moreno Valley Utility.

A.7 AGREEMENT FOR ON-CALL LEGAL SERVICES
(Report of: City Attorney Department)

Recommendations
1. Approve and authorize the City Attorney to execute the Agreement for On-Call Legal Services with Meyers Nave.

2. Authorize the City Attorney to execute subsequent extensions or amendments subject to budget constraints and approvals.

A.8 APPROVE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF RIVERSIDE OFFICE OF EMERGENCY MANAGEMENT REGARDING URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDING FOR FEDERAL FISCAL YEAR 2011
(Report of: Fire Department)

Recommendations
1. Adopt Resolution No. 2013-62 of the City of Moreno Valley, California, approving the Memorandum of Understanding with the City of Riverside Office of Emergency Management regarding the Urban Area Security Initiative (UASI) grant funding for Federal Fiscal Year 2011. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the City to Enter into a Memorandum of Understanding With the City of Riverside Office of Emergency Management Regarding Urban Area Security Initiative (UASI) Grant Funding for Federal Fiscal Year 2011.

2. Authorize the allocation of $8,000 for expenditures related to the UASI grant funding for Federal Fiscal Year 2011 not to exceed the amount of grant award.

3. Authorize the City Manager or her designee to execute the Certificate of Non-Supplanting.

4. Authorize the City Manager or her designee to execute the Riverside Urban Area Security Initiative Certification Regarding Debarment, Suspension, and other Responsibility Matters.

5. Authorize the City Manager or her designee to execute the California Emergency Management Agency Fiscal Year (FY) 2011 Grant Assurances.

6. Accept the grant award from the City of Riverside Office of Emergency Management regarding the Urban Area Security Initiative (UASI) grant funding for Federal Fiscal Year 2011.

A.9 AUTHORIZATION TO AWARD AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES TO RBF CONSULTING FOR THE STATE ROUTE 60/THEODORE STREET INTERCHANGE IMPROVEMENTS - PROJECT NO. 801 0052 70 77
(Report of: Public Works Department)

Recommendations

1. Approve the Agreement for Professional Consultant Services with RBF Consulting, 3300 East Guasti Road, Suite 100, Ontario, CA 91761, to provide design services for a total contract not to exceed $1,750,183.

2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with RBF Consulting.

3. Authorize the issuance of a Purchase Order with RBF Consulting totaling $1,750,183 when the Agreement has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent related amendments to the Agreement for Professional Consultant Services with RBF Consulting, not to exceed the Purchase Order amount, subject to the approval by the City Attorney.

5. Authorize the re-appropriation of $2,000,000 in realized project savings from the Cactus Avenue/Nason Street Improvement project

MV00211838

to the SR-60/Theodore Street Interchange Improvements project.

A.10 AUTHORIZATION OF GRANT APPLICATION SUBMITTALS FOR CYCLE 6 OF THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)
(Report of: Public Works Department)

Recommendation:
Authorize the submittal of grant applications for Cycle 6 of the Highway Safety Improvement Program (HSIP).

A.11 AUTHORIZATION OF ANNUAL TECHNOLOGY SOFTWARE AND HARDWARE MAINTENANCE PAYMENTS AND WAIVING FORMAL BIDDING AND INSURANCE REQUIREMENTS FOR THESE PAYMENTS
(Report of: Financial & Management Services Department)

Recommendations

1. Waive the formal bidding requirements for technology annual maintenance payments.

2. Waive the insurance requirements for technology annual maintenance payments.

3. Authorize the City Manager to make technology annual maintenance payments to various vendors for an aggregate amount not-to-exceed $850,069 during Fiscal Year 2013-14 according to the schedule.

A.12 ACCEPTANCE OF DONATION IN THE AMOUNT OF $12,214 BY THE MORENO VALLEY FRIENDS OF THE LIBRARY FOR THE MORENO VALLEY PUBLIC LIBRARY
(Report of: Administrative Services Department)

Recommendations

1. Accept a monetary donation from the Moreno Valley Friends of the Library in the amount of $12,214.

2. Authorize the increase of $12,214 to the Moreno Valley Library FY 2012-13 operating budget.

3. Renew the annual subscription to BookLetters, which supports the Library's page on the City web site.

A.13 AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH ALL-AMERICAN ASPHALT FOR SR-60/NASON STREET INTERCHANGE IMPROVEMENTS –
PROJECT NO. 801 0012 70 77
(Report of: Public Works Department)

MV00211839

Recommendations

1. Authorize a Change Order to increase the existing Purchase Order with All-American Asphalt, in the amount of $39,091 for the SR-60/Nason Street Interchange Improvements.

2. Authorize the City Manager to execute the Change Order to the Purchase Order for All-American Asphalt.

3. Authorize the Public Works Director/City Engineer to execute any subsequent Contract Change Orders to the construction contract with All-American Asphalt up to, but not exceeding, the new increased Purchase Order amount, subject to approval of the City Attorney.

4. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements, punch-list items, and Caltrans acceptance is completed by the Contractor.

5. Authorize the Public Works Director/City Engineer to record the Notice of Completion and accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

A.14 AGREEMENT FOR AUTOMATED LIBRARY SERVICES DURING FISCAL YEARS 2013/2014 THROUGH 2015/2016
(Report of: Administrative Services Department)

Recommendation:
Approve the Agreement for Automated Library Services between Riverside County Library System and the City of Moreno Valley, for the period July 1, 2013, through June 30, 2016.

A.15 APPROVAL OF PAYMENT REGISTER FOR APRIL, 2013
(Report of: Financial & Management Services Department)

Recommendation:
Adopt Resolution No. 2013-63, Approving the Payment Register for the month of April, 2013 in the amount of $17,065,756.74. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Payment Register for the Month of April, 2013.

A.16 AUTHORIZATION FOR THE MAYOR TO SIGN THE SECOND AMENDMENT TO THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE FOR THE RIVERSIDE SUPERIOR COURT CASE ENTITLED RADOS, ET AL. V. CITY OF MORENO VALLEY

(Report of: City Attorney Department)

Recommendation:
Staff recommends that the City Council authorize the Mayor to sign the Second Amendment to the Settlement Agreement in the case Rados, et al. v. City of Moreno Valley (Riverside Superior Court Case No. RIC 425623).

A.17 RESOLUTION TO APPROVE A CONDITIONAL COMMITMENT BY MEANS OF A SECOND AMENDMENT TO THE AFFORDABLE HOUSING AGREEMENT (HOME) BETWEEN THE CITY OF MORENO VALLEY AND MV HEMLOCK LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP
(Report of: Community & Economic Development Department)

Recommendation:
Adopt Resolution No. 2013-64, approving a Conditional Commitment by means of Second Amendment to the Affordable Housing Agreement, in the amount of $700,000, from the City's HOME entitlement funds, by and between the City of Moreno Valley and MV Hemlock LP, a California Limited Partnership. A Resolution of the City Council of the City of Moreno Valley Approving a Conditional Commitment by Means of Second Amendment to the Affordable Housing Agreement (Home) between the City and MV Hemlock Limited Partnership, A California Limited Partnership.

A.18 PA07-0080, PM 35672 – REQUEST TO CONDUCT A FULL ROAD CLOSURE OF INDIAN STREET FROM IRIS AVENUE TO KRAMERIA AVENUE AND IRIS AVENUE BETWEEN INDIAN AVENUE AND CONCORD WAY FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM AUGUST 12, 2013 – NOVEMBER 1, 2013
(Report of: Community & Economic Development Department)

Recommendations

1. Authorize a full road closure of Indian Street from Iris Avenue to Krameria Avenue and Iris Avenue between Indian Avenue and Concord Way for the construction of street improvements from August 12, 2013 – November 1, 2013.

2. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

A.19 APPROVE THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY, CITY OF RIVERSIDE, AND MJPA FOR THE COLLECTION AND EXPENDITURE OF FAIR SHARE TRAFFIC IMPACT MITIGATION FEES

(Report of: Public Works Department)

Recommendation:
Approve the Cooperative Agreement between the City of Moreno Valley, City of Riverside, and March Joint Powers Authority (MJPA) for the collection and expenditure of fair share impact mitigation fees for the Meridian Specific Plan located within the MJPA.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF JUNE 25, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

B.3 AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROJECT NO. E-2 (HIDDEN SPRINGS) MAINTENANCE OF PARKWAY, MEDIAN AND OPEN SPACE LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Agreement for Project No. E-2/13-14 (Hidden Springs) Maintenance of Parkway, Median and Open Space Landscaping and Irrigation with Mariposa Landscapes, Inc., 15529 Arrow Highway, Irwindale, CA 91706 for landscape maintenance services of the parkways, medians and paseos (open spaces).

2. Authorize the City Manager to execute the Agreement for Project No. E- 2/13-14 with Mariposa Landscapes, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Mariposa Landscapes, Inc. in the not–to-exceed (NTE) amount of $104,282.00 ($85,482.00 for base and $18,800.00 for additional work).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize associated purchase orders (P.O.s) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF JUNE 25, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF JUNE 25, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 by m/Mayor Pro Tem Marcelo Co, s/Council Member Victoria Baca

Approved by a vote of 5-0.

Motion to hear Item G.2 out of order by m/Council Member Victoria Baca, s/Council Member Richard A. Stewart

Approved by a vote of 5-0.

E. PUBLIC HEARINGS

E.1 PUBLIC HEARING TO CONSIDER FEE SCHEDULE FOR FISCAL YEAR 2013-14
(Report of: Financial & Management Services Department)

Recommendations That the City Council:

1. Conduct a Public Hearing to receive public input on the proposed Fee Schedule for Fiscal Year 2013-14.

2. Adopt Resolution No. 2013-25, approving the Fee Schedule for Fiscal Year 2013-14. A Resolution of the City Council of the City of Moreno Valley, California, Establishing Specified Fees for Various

Services for Fiscal Year 2013-14 and Repealing Prior Resolutions that may be in Conflict

Mayor Tom Owings opened the public testimony portion of the public hearing. Public testimony was received from Susan Gilchrist and Tom Thornsley.

Motion to Approve Recommendation No. 2; and hold a Study Session in September 2013 to review the Fee Schedule and to revise as needed by m/Council Member Victoria Baca, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

Recess;

Reconvened.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

a) Report by Council Member Council Member Jesse L. Molina on Riverside Transit Agency (RTA)

Council Member Jesse L. Molina reported that Riverside Transit Agency (RTA) has allowed disabled Veteran's that have the U.S. Department of Veteran's Affair issued photo I.D. cards to ride the senior and discounted fares. Free on all RTA fixed route buses to ride free. A hearing will take place in Murrieta on July 16th from 2-3 p.m. Your new bus passes can be used to travel to the Murrieta Town hall meeting to celebrate "Dump the Pump" day, which RTA will be joining other transit agencies giving out prizes and free bus passes. The Dump the Pump day is on July 15th.

Item G.2 was discussed after the conclusion of the Joint Consent Calendars.

G.2 AUTHORIZATION TO AWARD CONTRACT TO ALL CITY MANAGEMENT SERVICES FOR THE ADMINISTRATION OF THE CROSSING GUARD PROGRAM
(Report of: Public Works Department)

MV00211844

Recommendations That the City Council:

1. Authorize the Award of a Crossing Guard Services Contract to All City Management Services to provide adult crossing guard services within the City commencing with the start of the 2013/2014 school year in mid-August.

2. Authorize the City Manager to execute an agreement with All City Management Services.

3. Authorize the issuance of a Purchase Order to All City Management Services in the amount of $440,972 for the first year of the agreement and subsequent purchase orders as necessary to fund the four subsequent years of services in accordance with the terms of the agreement.

4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with All City Management Services, if needed, subject to the approval of the City Attorney.

Motion to pull this item 1) to revisit at the next mid-year budget; and 2) keep the current level of service until then (throughout the school year) by m/Council Member Victoria Baca, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

G.3 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

City Manager and Assistant City Manager Speak to Local Groups

I was honored to be the speaker at the July 2nd meeting at Adelante, the monthly meeting of the Moreno Valley Hispanic Chamber of Commerce. I appreciate the Hispanic Chamber Board for inviting me to speak. Today Assistant City Manager Assistant City Manager Tom DeSantis and I spoke to the Moreno Valley Noon Rotary. We enjoyed sharing information with these community stakeholders and ambassadors for the community.

Helen Putnam Award Judging

I served as a judge for the 2013 Helen Putnam Award for Excellence for the League of California Cities. The Helen Putnam Award for Excellence program was designed to recognize and promote the outstanding efforts and innovative solutions made by city governments each year. There are a total of 12 categories and I judged the 18 entries submitted in the Public Safety category. Winners will be announced at the League's Annual

Conference in September.

Executive Team Participates in League Events

On June 26th I participated in a luncheon meeting hosted by Riverside County League of California Cities representative Erin Sasse for the city managers in Riverside County. The purpose of the meeting was to engage the managers in participating in regularly scheduled meetings to discuss League initiatives and items of mutual interest. Given the size of the County, this group has not been very cohesive in years past. Last night Assistant City Manager Assistant City Manager Tom DeSantis, CFO Rick Teichert, and Public Works Director Public Works Director Ahmad Ansari attended the League's Riverside County Division General meeting. Hosted by the City of Banning, the featured speaker was Randall Lewis of the Lewis Group of Companies.

July 4th Parade

As promised, with the exception of Interim Community and Economic Development Director John Terell who was out of state, ALL of your Executive Management Team participated in the July 4th parade last week and had such a fun time. Thanks to Public Works Director Ahmad Ansari and Assistant City Manager Tom DeSantis for letting us use their classic vehicles, and thank you to all of the residents lining the parade route. We enjoyed celebrating our nation's birthday with our residents and promise to participate each year as we all enjoyed ourselves very much.

Movies in the Park

This Thursday night's installment of the free movies in the park series features Kung Fu Panda 2. Bring your lawn chair, blanket, dinner, and family to the CRC, film starts at dusk.

G.4 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

The case "Sierra Club and Residents for a Livable Moreno Valley v. City of Moreno Valley and Vogel Engineers" Riverside Superior Court Case No. RIC 1215934 was dismissed on June 24, 2013.

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION

H.2 ORDINANCES - 2ND READING AND ADOPTION

H.2.1 ORDINANCE NO. 866 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING

SECTION 6.02 OF CHAPTER 6 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO REFUSE COLLECTION, TRANSFER AND DISPOSAL (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 25, 2013 BY A 5-0 VOTE) (Report of: Public Works Department)

Recommendations That the City Council:
Adopt Ordinance No. 866. An Ordinance of the City Council of the City of Moreno Valley, California, amending Municipal Code Section 6.02 of Chapter 6 of the City of Moreno Valley Municipal Code Relating to Refuse Collection, Transfer and Disposal.

Motion to Approve by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Council Member Victoria Baca

1. 4th of July - being in the parade with her grandchildren. Fireworks show was phenomenal. Parks & Community Services Director Mike McCarty is a leader of our Parks & Community Services Department and has a lot of people working under him. It takes a long time to put an event of this size together. 4th of July is a kickoff to summer. Commends City Council for putting the funds together for an event of this size. Thank you to the Police Department of keeping everything under control; no disorderly conduct. Loved the music, it was fantastic.

2. Recalls - it's Democracy. The recalls are part of the voting process. Everyone has the right to their opinions. We have a wonderful City and City staff.

3. Budget - Very happy we have a balanced budget; not too many Cities can say that.

Mayor Pro Tem Marcelo Co

1. 4th of July was the best we have ever seen. Thank you to staff and

the volunteers. Prepare for next year to have a better event.

2. Businesses in Moreno Valley, whether it is warehouses or restaurants - we need jobs and high paying jobs.

3. Submit your suggestions to the City Council on what you would like to do to work together and bring these jobs to Moreno Valley. The businesses will not come if we continue to fight.

Council Member Jesse L. Molina

1. 4th of July event and the parade. Everyone did a great job and it is better every year.

2. Unity of Moreno Valley - work together with a common goal.

3. Immigration Reform, maybe we can look into it?

4. Businesses don't like to see fighting amongst each other or with its citizens. United we can do things together; divided we cannot go anywhere.

5. Homes with children dream and come back giving and serving the community.

6. Thank you for voicing your opinions. We do listen.

Council Member Richard A. Stewart

1. 4th of July event and parade. Missed the fireworks in town, but we saw it from on top of the hill for the first time. Color Guard and posse, is a sworn officer and reserve riding his own horse.

2. Good news: Stater Bros. bought the Albertson's building. New restaurants coming to town.

3. Attended Moss Bros. ribbon cuttings with Council Member Victoria Baca - Volkswagen, GMC and Chevrolet.

4. Four Alarm fire last week in Moreno Valley storage shed. 23 engines and 3 truck companies. Very impressed with the Fire Department and how they handled this fire.

5. August 28 - Town hall meeting with Chief Ontiveros in District 2 and the Sunnymead Ranch Homeowners Association.

6. Miguel's Jr.

7. Recalls - More information coming out in August. It's not always what you think.

Mayor Tom Owings

1. Jeff Giba's remarks - credit really belongs to the City Manager, Assistant City Manager, the Public Works Director and their Division Managers have done right by us with outstanding customer satisfaction. City Manager, Michelle Dawson, and her staff have fulfilled her promises; Council has some credit, embracing standards for customer service. The Moreno Valley City Employee's Association has a lot to with embracing the initiative. Thanked Rick Teichert and Candace Cassel for their hard work. The speed of crew is speed of Captain, you deserve the same kudos. Personally thanked John Terell and Public Works Director, Ahmad Ansari, for greatest tool to use Utilities. The senior management is an effective way to make our future brighter.

There being no further business to conduct, the meeting was adjourned at 9:50 p.m. to Closed Session by unanimous informal consent.

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority was held in the City Manager's Conference Room, Second Floor, City Hall. The City Council met in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

The Closed Session was held pursuant to Government Code:

1 SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

a) Nancy Thompson V. City of Moreno Valley

b) City of Moreno Valley v. Matosantos, Chiang, Angulo, March Joint Powers Authority, Successor Agency to the March Joint Powers Redevelopment Agency, et al

2 SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF SECTION 54956.9

Number of Cases: 5

3 SECTION 54956.9(d)(4) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

4 SECTION 54956.8 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR

a)

Property:	33kV Substation Site
City Negotiator:	Ahmad R. Ansari, P.E.
Under Negotiation:	Price and terms of payment
Owner:	Moorpark Country Property
Owners Negotiator:	
APN	316-100-028, 030, 048, 050 and 051

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

None.

MV00211850

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 10:23 p.m. by unanimous informal consent.

Submitted by:

_____

City Clerk Jane Halstead, CMC
Secretary, Moreno Valley Community Services District
Secretary, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Secretary, Moreno Valley Housing Authority
Secretary, Board of Library Trustees

Approved by:

_____

Mayor Tom Owings
President, Moreno Valley Community Services District
Chairperson, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Moreno Valley Housing Authority
Chairperson, Board of Library Trustees

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: August 27, 2013

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Reports on Reimbursable Activities for the period of July 3 - August 20, 2013.

Reports on Reimbursable Activities July 3 - August 20, 2013			
Council Member	Date	Meeting	Cost
Victoria Baca	8/3/13	65th Los Angeles Area Emmy Awards MVTV3 Recognition	$125.00
	8/15-17/13	League of California Cities Latino Caucus – Hispanic Elected Local Officials (HELO)	$435.08
Marcelo Co		None	
Jesse L. Molina		None	
Tom Owings	7/24/13	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley	$15.00
Richard A. Stewart	8/6/13	Moreno Valley Hispanic Chamber of Commerce Adelante	$10.00

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: August 27, 2013

TITLE: AUTHORIZE SUBMISSION OF GRANT FUNDING APPLICATIONS FOR RIVERSIDE COUNTY TRANSPORTATION COMMISSION'S MULTI-FUNDING CALL FOR PROJECTS AND APPROVE RESOLUTION 2013-65

RECOMMENDED ACTION

Recommendations:

1. Authorize the submittal of grant applications for the Riverside County Transportation Commission's (RCTC) Multi-funding Call for Projects.

2. Approve Resolution No. 2013-65 indicating the City's commitment to provide a funding match for projects selected as a part of the RCTC Multi-funding Call for Projects. Resolution No. 2013-65, a Resolution of the City Council of the City of Moreno Valley, California, authorizing the submittal of applications for the RCTC Multi-Funding Call for Projects and Matching Fund Commitment

BACKGROUND

On June 25, 2013, RCTC announced the Multi-funding Call for Projects. Project Categories include the Surface Transportation Program (STP), Congestion Mitigation and Air Quality (CMAQ) program, and Measure A Regional Arterial (MARA) program. The STP funds highway and arterial roadway capacity enhancements, interchange improvements, and bridge/arterial widening. The CMAQ program funds traffic signal control systems, transit projects, and bicycle and pedestrian facilities projects. The MARA program funds arterial roadway projects in Western Riverside County.

Project selection will be based upon scoring criteria consisting of Regional Significance, Project Readiness, Local Match, Safety, Air Quality, Cost Benefit, and Regional

Transportation Plan/Sustainability Communities Strategy. Grant applications are due to RCTC by September 23, 2013.

DISCUSSION

The City is currently pursuing funding opportunities for projects that meet the intent of the RCTC Multi-funding Call for Projects program.

After considering all the requirements of the program, staff has determined several projects to be the best candidates for potential funding. Staff recommends submitting applications for the following projects based upon readiness for construction, type of environmental clearance required, and maximum available funds:

- **SR-60/Moreno Beach Drive Interchange**: The project consists of the replacement of the SR-60/Moreno Beach Drive two-lane bridge with a six-through-lane bridge, reconfiguration of the existing westbound on-ramp and off-ramp, addition of a westbound direct on-ramp, completion of a westbound auxiliary lane, and construction of a portion of Line K-1 drainage facility on Ironwood Avenue. The project is eligible for Federal funding since it already has NEPA environmental clearance. Approximately $20 million in various funds may be requested to update the previously completed plans and specifications to current Caltrans requirements and construct this $24 million project.
- **SR-60/Theodore Street Interchange**: This project consists of the replacement of the SR-60/Theodore Street two-lane bridge with a new wider bridge, reconfiguration of the existing ramps, and other improvements as may be identified through the planning/environmental phase. The project planning/environmental stage has just commenced. Approximately $1 million of various types of funds may be sought for project development phase work, which could include later-phase preliminary engineering and planning.
- **Kitching Street from Cactus Avenue to Iris Avenue**: The existing roadway consists of a two-lane road with existing improvements on the east side. The proposed project will widen and improve a mile-long segment of Kitching Street to its General Plan ultimate width of four travel lanes and turning lanes at intersections. The project would include curb, gutter, minor storm drain, pavement, sidewalk, street lights, traffic signal modifications, signing and striping, and related road improvements. A total of $2.5 million in STP funding will be requested as a part of this $6 million project.
- **Cactus Avenue from Veteran's Way to Heacock Street**: Currently, Cactus Avenue between Heacock Street and Elsworth Street is built to three lanes westbound and two lanes eastbound. This project will widen the eastbound roadway to include an additional third lane, increasing the level of service within this segment of Cactus Avenue. Additionally, the project will modify four traffic signals, install additional raised median and median landscaping on the east leg of Graham/Cactus intersection, new curb and gutter, and asphalt concrete curbs. A total of $1.64 million in STP funding will be requested as a part of this $1.85 million project.

- **Transportation Management Center Phase 1B**: The project will improve mobility and air quality on several arterial roadways (portions of Eucalyptus Avenue/Towngate Boulevard, Alessandro Boulevard, Perris Boulevard, Cactus Avenue, and Lasselle Street) by enhancing the integration of the City's traffic management system via the deployment of a critical portion of the field devices and supporting communications system. Proposed improvements include an Ethernet fiber-optic backbone system, closed-circuit television cameras at 16 key intersections, and new traffic signal controllers at 45 existing signalized intersections. A total of $1.9 million in CMAQ funding will be requested as a part of this $2.4 million project.
- **Aqueduct Trail**: The City's Aqueduct Trail is planned to extend from the Towngate area to the Lake Perris State Recreation Area. The Trail has various segments constructed, mostly within residential neighborhoods connecting to adjacent arterial streets. Funds will be requested to develop plans for all missing segments, improved connections to adjacent neighborhoods, and trail crossings at arterial streets. A total of $375,000 in CMAQ funding will be requested as a part of this $425,000 design project.
- **Dynamic Traveler Alert Message Boards**: Dynamic Message Signs (DMS) serve the purpose of alerting the traveling public to incidents and other traffic related issues, so that alternative routes may be taken. The City will request CMAQ funding for DMS to be placed on City streets approaching the freeways. A total of $398,000 in funding for three signs will be requested as a part of this $450,000 project.

Other projects that may become evident during the analysis and grant preparation process will be submitted to the RCTC for funding consideration as well.

The total amount of funding requested will be a minimum of $27.8 million.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this Staff Report. *This alternative will allow the City to submit applications for the RCTC Multi-funding Call for Projects and potentially receive funding for several key infrastructure projects.*

2. Do not approve and authorize the recommended actions as presented in this Staff Report. *This alternative will prohibit the City from submitting applications for the RCTC Multi-funding Call for Projects.*

FISCAL IMPACT

Applications for the RCTC Multi-funding Call for Projects require a matching fund commitment ranging from 11.47% to 20% from the agency submitting the application (amount dependent upon the type of funding). If projects are selected for the RCTC Multi-funding Call for Projects Program, City staff will bring those selected projects back

to City Council to accept the RCTC grants and appropriate funds. The source of the matching funding would come from available Gas Tax (Fund 2000), Measure A (Fund 2001), DIF Traffic Signals (Fund 2902), DIF Interchange (Fund 2911), TUMF Capital Project funds (Fund 3003), or any other available transportation funding sources. These funds may be used only to implement transportation related programs. There is no impact to the General Fund with this action.

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

ATTACHMENTS

Attachment 1: Proposed Resolution

Prepared By
Michael Lloyd, P.E.
Senior Engineer

Department Head Approval
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By
Eric Lewis, P.E., T.E.
City Traffic Engineer

Concurred By
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF APPLICATIONS FOR THE RCTC MULTI-FUNDING CALL FOR PROJECTS AND MATCHING FUND COMMITMENT

WHEREAS, the Riverside County Transportation Commission (RCTC) announced the 2013 Multi-funding Call for Projects seeking candidate projects for a variety of transportation related funds; and

WHEREAS, the City of Moreno Valley has many unfunded projects that may qualify for the RCTC funds; and

WHEREAS, the City of Moreno Valley desires to submit applications for funding from the RCTC 2013 Multi-funding Call for Projects;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: It does hereby authorize the City Manager to submit applications for the RCTC 2013 Multi-funding Call for Projects and commit to provide the necessary matching funds from available transportation related funds, if projects are selected by the RCTC for funding.

APPROVED AND ADOPTED this 27th day of August, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00211858

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-65 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 27th day of August, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

MV00211859

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: August 27, 2013

TITLE: AWARD THE PURCHASE OF EMERGENCY VEHICLE PRE-EMPTION EQUIPMENT TO GLOBAL TRAFFIC TECHNOLOGIES FOR RETROFITTING 117 EXISTING SIGNALIZED INTERSECTIONS—PROJECT NO. 808 0010 70 76

RECOMMENDED ACTION

Recommendations:

1. Award the purchase of Emergency Vehicle Pre-emption systems for Project No. 808 0010 70 76 to Global Traffic Technologies.

2. Authorize the Purchasing & Facilities Division Manager to execute a Purchase Order to Global Traffic Technologies, in the amount of $319,062.39 ($282,356.10 for the bid amount, plus sales tax and 5% contingency) - Account No. 3302-70-76-80008-660310).

BACKGROUND

An Emergency Vehicle Pre-emption (EVP) system allows for priority treatment of emergency vehicles, such as fire trucks and ambulances, at traffic signals. Emergency vehicles are provided with strobe lights which flash light patterns that can be detected by the EVP system. Upon receipt of the appropriate strobe light signal, the traffic signal is programmed to terminate conflicting traffic movements and display a green light for the approaching emergency vehicle. The EVP system's primary benefits are a reduction in response time, of between 14% and 23%, and an improvement in safety since emergency vehicles would normally enter intersections on a green light instead of on a red light.

On March 27, 2007, the City Council authorized Resolution No. 2007-32 requiring the installation of EVP equipment for all future traffic signals. At the time, the City had successfully retrofitted 19 signalized intersections with pre-emption equipment. Subsequently, the City has installed EVP systems at approximately 25 newly signalized intersections.

In 2008, the City successfully applied for Highway Safety Improvement Program (HSIP) funds for the deployment of Emergency Vehicle Pre-emption equipment at 117 existing signalized intersections. Although the City has more than 117 intersections in need of retrofit, staff estimated this to be the maximum number that could be retrofitted under the maximum HSIP grant. The City was awarded the maximum HSIP grant amount of $1,000,000.

On June 8, 2010, the City Council ratified an agreement with the California Department of Transportation to commence preliminary engineering for this project.

Caltrans environmental staff has declared this project to be categorically excluded from federal environmental review under the National Environmental Policy Act (NEPA), and City planning staff have concurred with the finding and declared the project to be categorically exempt from the California Environmental Quality Act (CEQA).

On November 27, 2012, the City Council rejected all bids for procurement and installation of emergency vehicle pre-emption equipment based on staff's recommendation. The rejection was required due to concerns about the product proposed by the low bidder which were unable to be addressed during the bid evaluation period.

DISCUSSION

Since the last Council activity on this project, staff has performed extensive research, testing, and systems engineering to specify minimum requirements for an EVP system which meets the City's needs while being open to multiple vendors. The procurement documents were drafted based on the new system requirements.

In contrast to the previous advertisement, the current award is for equipment procurement only. It is staff's opinion that a two-step process consisting of procurement, followed by construction, would be the best path to successful completion of the project. Staff is prepared to advertise for construction of the project upon approval of the equipment procurement. All applicable local, state, and federal requirements have been met for this procurement, and will be met for the advertising and award of the construction contract.

A new systems engineering report and concept of operations was prepared by in-house staff. This document was routed to prospective bidders to confirm that multiple bidders would be able to satisfy the requirements. The procurement documents were then completed in May 2013 by in-house staff. The engineer's estimate for the procurement

was $395,000, which was based on prices provided to another public agency in a competitive procurement process that occurred earlier this year.

Formal bidding procedures have been followed in conformance with the Public Contract Code. The project was also advertised twice in the Press-Enterprise. The Clerk opened bids at 3:00 p.m., on June 18, 2013, for the subject project. The three (3) valid bids received were as follows:

	BIDDERS	Bid Amount
1.	Global Traffic Technologies (GTT)	$282,356.10
2.	KM Enterprises, Inc.	non-responsive
3.	Southwest Traffic Systems	non-responsive

This bid required testing of product prior to award, since the City previously went out to bid on this project on November 27, 2012 and was unable to proceed with the award of contract due to concerns with the proposed equipment.

KM Enterprises, Inc. acknowledged receipt of City correspondence requiring testing, but did not follow up to arrange a test. Therefore the bid is non-responsive since the City was unable to ascertain the suitability of the proposed materials.

Southwest Traffic Systems performed testing on July 17, 2013 and was not able to achieve the equipment performance requirements. Southwest Traffic Systems' bid is therefore non-responsive.

Existing GTT systems installed within the City limits were evaluated and meet the required range test. GTT emergency vehicle pre-emption systems have performed at high levels for many years in Moreno Valley.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will be the best path to successful completion of the project for the City.*

2. Do not approve and authorize the recommended actions as presented in this staff report and provide alternate direction to Staff. *This alternative would potentially delay this project.*

FISCAL IMPACT

This project is included in the Fiscal Year 2013/2014 Capital Improvements Project Budget and is funded using the Traffic Signals Development Impact Fee Fund (Fund 3302). These funds can only be used for traffic signal purposes. There is no impact to

the General Fund. Upon completion of the project, the City will be reimbursed for 90% of the project cost from the Highway Safety Improvement Program.

AVAILABLE FUNDS*

Fiscal Year 2013/2014 Development Impact Fees:
Account No. 3302-70-76-80008, Project No. 808-0010-70-76-3302 .... $910,000

* Fiscal Year 2013/2014 budget estimates do not account for final carryover amounts.

ESTIMATED COSTS (FY13/14 only)

Procurement of EVP System Equipment
(including 5% contingency and sales tax) $319,000
Construction (including 15% contingency) $550,000
Administration/Project Management** $35,000
Total Estimated Cost $904,000

** Administration/Project Management will be provided by City staff.

ANTICIPATED PROJECT SCHEDULE

Advertise for construction ..... August 2013
Award construction contract ..... October 2013
Construction contract duration ..... November 2013-March 2014

CITY COUNCIL GOALS

Advocacy. Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives, and goals to appropriate external governments, agencies and corporations.

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

Public Facilities and Capital Projects. Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

Prepared By:
John Kerenyi
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Eric Lewis, P.E., T.E.
Transportation Division Manager/City Traffic Engineer

Concurred By:
Rix Skonberg
Purchasing and Facilities Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: August 27, 2013

TITLE: APPROVAL OF PAYMENT REGISTER FOR MAY, 2013

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. 2013-66 approving the Payment Register for the month of May, 2013 in the amount of $12,527,069.50.

DISCUSSION

To facilitate Council's review, the Payment Register lists in alphabetical order all checks in the amount of $25,000 or greater, followed by a listing in alphabetical order of all checks less than $25,000. The Payment Register also includes wire transfers, thus eliminating the need for a separate wire transfer register, as well as the fiscal year-to-date (FYTD) amount paid to each vendor.

FISCAL IMPACT

The disbursements itemized in the attached Payment Register are reflected in the FY 2012-13 budget. Therefore, there is no fiscal impact other than the expenditure of budgeted funds.

ATTACHMENTS

Attachment 1: Proposed Resolution
Attachment 2: Payment Register for Month of May, 2013

Prepared By:
Dena Heald
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Attachment 1

RESOLUTION NO. 2013-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE PAYMENT REGISTER FOR THE MONTH OF MAY, 2013

WHEREAS, the Financial & Management Services Department has prepared and provided the Payment Register for the period May 1, 2013 through May 31, 2013, for review and approval by the City Council of the City of Moreno Valley; and

WHEREAS, it is in the best interest of the City that the referenced Payment Register be approved.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Payment Register for the period May 1, 2013 through May 31, 2013, in the total amount of $12,527,069.50 is approved.

APPROVED AND ADOPTED this 27th day of August, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00211867

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-66 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 27th day of August, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

CITY CLERK

MV00211868

City of Moreno Valley
Payment Register
For Period 5/1/2013 through 5/31/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
APPIAN ESCROW COMPANY	9354	05/07/2013	W130504	ACQUISITION COSTS & ESCOW FEES/NSP3 PROGRAM-22862 ADRIENNE AVE		$187,076.97
Remit to: RIVERSIDE, CA					FYTD:	$187,076.97
AVRIO GROUP SURVEILLANCE SOLUTIONS, LLC	9366	05/20/2013	2013-1424	CITYWIDE CAMERA SURVEILLANCE PROJECT-MILESTONE 3		$180,000.00
Remit to: BUFFALO GROVE, IL					FYTD:	$900,000.00
BANC OF AMERICA PUBLIC CAPITAL CORP	9351	05/01/2013	W130502/R15159	DEBT SVC-2011 PRIV PLCMT REF 1997 LRB-INT EXP		$55,501.10
Remit to: ATLANTA, GA					FYTD:	$1,124,783.70
BANC OF AMERICA PUBLIC CAPITAL CORP	9352	05/01/2013	W130503/R15160	DEBT SVC-2011 PRIV PLCMT REF 1997 VAR COPS-INT EXP		$43,391.20
Remit to: ATLANTA, GA					FYTD:	$1,124,783.70
COMPU COM	217270	05/20/2013	61777507	MICROSOFT ANNUAL LICENSING		$117,341.56
Remit to: DALLAS, TX					FYTD:	$118,895.30
COUNTY OF RIVERSIDE SHERIFF	9198	05/06/2013	SH0000021173	CONTRACT LAW ENFORCEMENT BILLING #9 (2/7/13-3/6/13)		$2,970,860.74
Remit to: RIVERSIDE, CA					FYTD:	$32,634,922.38
DMC DESIGN GROUP, INC	9201	05/06/2013	2013-040	CONSULTING SERVICES - HEACOCK ST. SOUTH EXTENSION		$38,109.86
			2013-022	CONSULTING SERVICES - HEACOCK ST. SOUTH EXTENSION		
			2013-034	CONSULTING SERVICES - HEACOCK BRIDGE		
Remit to: CORONA, CA					FYTD:	$148,342.87
E.R. BLOCK PLUMBING & HEATING, INC.	9308	05/13/2013	111997	REPLACE STOLEN BACKFLOW-ZONE E-14		$26,113.14

MV00211869

City of Moreno Valley

Payment Register

For Period 5/1/2013 through 5/31/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
E.R. BLOCK PLUMBING & HEATING, INC.	9308	05/13/2013	112059	REPLACE STOLEN BACKFLOW-NPDES T33437	$26,113.14
			112018	REPLACE STOLEN BACKFLOW-ZONE D T21597	
			112017	REPLACE STOLEN BACKFLOW-ZONE D T20660	
			112016	REPLACE STOLEN BACKFLOW-ZONE D T22276	
			112015	REPLACE STOLEN BACKFLOW-ZONE E-14	
			112014	REPLACE STOLEN BACKFLOW-ZONE D T20525	
			112096	REPLACE STOLEN BACKFLOW-ZONE D T31424	
			111998	REPLACE STOLEN BACKFLOW-ZONE E-14	
			112062	REPLACE STOLEN BACKFLOW-ZONE D T19799	
			111996	REPLACE STOLEN BACKFLOW-NPDES T31269	
			111995	REPLACE STOLEN BACKFLOW-ZONE E-14	
			111977	REPLACE STOLEN BACKFLOW-ZONE D T20404	
			111976	REPLACE STOLEN BACKFLOW-ZONE D T30967	
			111975	REPLACE STOLEN BACKFLOW-ZONE D T21113	
			111698	INSTALL BACKFLOW REPAIR KIT-ZONE D T13576,19080,19081	
			111696	INSTALL BACKFLOW REPAIR KIT-NPDES T33437	
			111697	INSTALL BACKFLOW REPAIR KIT-ZONE M	
			111999	REPLACE STOLEN BACKFLOW-ZONE D T31591	
			112019	REPLACE STOLEN BACKFLOW-ZONE D T22277	
Remit to: RIVERSIDE, CA				FYTD:	$74,276.86
EASTERN MUNICIPAL WATER DISTRICT	217274	05/20/2013	APR-13 5/20/13	WATER CHARGES	$52,202.53
Remit to: PERRIS, CA				FYTD:	$1,357,341.38

MV00211870

City of Moreno Valley
Payment Register
For Period 5/1/2013 through 5/31/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
EASTERN MUNICIPAL WATER DISTRICT	217362	05/28/2013	APR-13 5/28/13	WATER CHARGES		$32,220.31
Remit to: PERRIS, CA					FYTD:	$1,357,341.38
EMPLOYMENT DEVELOPMENT DEPARTMENT	9356	05/03/2013	2013-00000057	CA TAX - STATE TAX WITHHOLDING*		$31,350.97
Remit to: WEST SACRAMENTO, CA					FYTD:	$940,832.72
EMPLOYMENT DEVELOPMENT DEPARTMENT	9400	05/17/2013	2013-00000072	CA TAX - STATE TAX WITHHOLDING*		$31,255.18
Remit to: WEST SACRAMENTO, CA					FYTD:	$940,832.72
EMPLOYMENT DEVELOPMENT DEPARTMENT	9467	05/31/2013	2013-00000099	CA TAX - STATE TAX WITHHOLDING*		$32,123.63
Remit to: WEST SACRAMENTO, CA					FYTD:	$940,832.72
ENCO UTILITY SERVICES MORENO VALLEY LLC	9423	05/28/2013	0405-1-168R	DISTRIBUTION CHARGES 1/4/13-2/1/13		$187,135.45
			40-284-02	WORK AUTHORIZATION #40-284		
			40-286-03	WORK AUTHORIZATION #40-286		
			40-221-14	WORK AUTHORIZATION #40-221		
			40-268B-04	WORK AUTHORIZATION #40-268B		
			40-287-01	WORK AUTHORIZATION #40-287		
			40-243A-11	WORK AUTHORIZATION #40-243A-11		
			40-243B-10	WORK AUTHORIZATION #40-243B		
			0406-Temp MF-086	ELECTRIC METER CHARGES (4 METERS)		
			0405-MTS1-SP096	ELECTRIC METER CHARGES (11 METERS)		
			0402-MF-01450A	SOLAR METER INSTALLATION-26186 UNBRIDLED CIR		

MV00211871

City of Moreno Valley

Payment Register

For Period 5/1/2013 through 5/31/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
ENCO UTILITY SERVICES MORENO VALLEY LLC	9423	05/28/2013	0402-MF-01448A	SOLAR METER INSTALLATION-27162 BARK LN		$187,135.45
			0402-MF-01446A	SOLAR METER INSTALLATION-13806 CLARISSA CT,13315 WEXFORD AV		
			40-273A-07	WORK AUTHORIZATION #40-273A		
			40-247B-06	WORK AUTHORIZATION #40-247B		
			40-279-05	WORK AUTHORIZATION #40-279		
			40-257B-02	WORK AUTHORIZATION #40-257B		
			40-268A-07	WORK AUTHORIZATION #40-268A		
			40-272-08	WORK AUTHORIZATION #40-272		
Remit to: ANAHEIM, CA					FYTD:	$2,347,752.28
FALCON ENGINEERING SERVICES, INC.	9397	05/20/2013	2012-10-A	PROFESSIONAL ENGINEERING SERVICES - SR-60/MB PH I		$260,116.72
			2012-08	PROFESSIONAL ENGINEERING SERVICES - SR-60/NASON IC		
Remit to: CORONA, CA					FYTD:	$1,123,662.39
GLOBAL POWER GROUP, INC.	9427	05/28/2013	28620	CONSTRUCTION CONTRACT - EOC GENERATOR		$52,088.26
Remit to: LAKESIDE, CA					FYTD:	$315,484.92
GOLDEN STATE CONSTRUCTORS, INC	217144	05/06/2013	442013	SETTLEMENT PAYMENT		$30,000.00
Remit to: ORANGE, CA					FYTD:	$196,652.00
HILLCREST CONTRACTING, INC	9428	05/28/2013	PB 22279	CONSTRUCTION CONTRACT - PERRIS BLVD WIDENING		$858,928.54
Remit to: CORONA, CA					FYTD:	$2,733,577.29

MV00211872

City of Moreno Valley

Payment Register

For Period 5/1/2013 through 5/31/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
INTERNAL REVENUE SERVICE CENTER	9357	05/03/2013	2013-00000066	FED TAX - FEDERAL TAX WITHHOLDING*		$112,058.46
Remit to: OGDEN, UT					FYTD:	$508,592.52
INTERNAL REVENUE SERVICE CENTER	9563	05/17/2013	2013-00000071	FED TAX - FEDERAL TAX WITHHOLDING*		$124,921.94
Remit to: OGDEN, UT					FYTD:	$508,592.52
MORENO VALLEY UTILITY	217283	05/20/2013	MAY-13 5/20/13	ELECTRICITY		$56,158.76
Remit to: HEMET, CA					FYTD:	$718,121.58
NATIONWIDE RETIREMENT SOLUTIONS CP	9297	05/03/2013	2013-00000070	8010 - DEF COMP 457 - NATIONWIDE*		$26,652.04
Remit to: COLUMBUS, OH					FYTD:	$675,276.51
NATIONWIDE RETIREMENT SOLUTIONS CP	9405	05/16/2013	2013-00000088	8010 - DEF COMP 457 - NATIONWIDE*		$62,804.40
Remit to: COLUMBUS, OH					FYTD:	$675,276.51
PARSONS TRANSPORTATION GROUP, INC.	9441	05/28/2013	1305A861	PROFESSIONAL ENGINEERING SERVICES - SR-60/NASON OC (FINAL DESIGN		$107,534.45
			1305A860	PROFESSIONAL ENGINEERING SERVICES - SR-60/MB PH I		
			1305A205	CONSTRUCTION SUPPORT - SR-60/MB PH I		
			1304A098-A	CONSTRUCTION SUPPORT - SR-60/NASON OC		
Remit to: IRVINE, CA					FYTD:	$1,152,648.22
PERS HEALTH INSURANCE	9353	05/09/2013	W130501	EMPLOYEE HEALTH INSURANCE		$205,507.80
Remit to: SACRAMENTO, CA					FYTD:	$2,204,863.56

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CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
PERS RETIREMENT	9406	05/10/2013	P130426	PERS RETIREMENT DEPOSIT - CLASSIC		$219,390.21
Remit to: SACRAMENTO, CA					FYTD:	$5,596,057.52
PERS RETIREMENT	9564	05/24/2013	P130510	MISCELLANEOUS SERVICES		$219,277.33
Remit to: SACRAMENTO, CA					FYTD:	$5,596,057.52
PROACTIVE ENGINEERING CONSULTANTS, INC.	9215	05/06/2013	2098	CONSULTING SERVICES - NASON/CACTUS TO FIR		$205,802.60
			2097	CONSULTING SERVICES - NASON/CACTUS TO FIR		
Remit to: CORONA, CA					FYTD:	$638,985.27
PSOMAS	217381	05/28/2013	88021	CONSULTING SERVICES, CONSTRUCTION SUPPORT - CACTUS/NASON		$26,227.98
			88507	CONSULTING SERVICES, SURVEY - SR-60/NASON OC		
			88327	CONSULTING SERVICES, CONSTRUCTION SUPPORT - CACTUS/NASON		
Remit to: SANTA ANA, CA					FYTD:	$113,698.41
PTM GENERAL ENGINEERING SERVICES, INC.	217382	05/28/2013	0426131217	CONSTRUCTION CONTRACT - JFK/ LAS BRISIS		$108,836.74
Remit to: RIVERSIDE, CA					FYTD:	$169,172.51
RASMUSSEN BROTHERS CONSTRUCTION	217384	05/28/2013	MVCH 2Fl 1	CONSTRUCTION CONTRACT - CITY HALL 2ND FLOOR		$102,817.17
Remit to: FALLBROOK, CA					FYTD:	$251,330.57
RBF CONSULTING, INC.	9324	05/13/2013	846741	CONSULTING SVCS-IS/MND FOR ALESSANDRO BLVD CORRIDOR IMPLEMENTAT.		$37,381.94
			840114	CONSULTING SERVICES - ALESSANDRO MEDIAN		

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CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: IRVINE, CA					FYTD:	$90,536.38
RIVERSIDE CONSTRUCTION COMPANY, INC	9399	05/20/2013	130402	CONSTRUCTION CONTRACT - SR-60/NASON OC		$1,162,958.03
Remit to: RIVERSIDE, CA					FYTD:	$3,060,119.24
SEQUEL CONTRACTORS, INC.	217263	05/13/2013	442-1	CONSTRUCTION CONTRACT - ALESSANDRO IMPROVEMENTS		$239,503.07
Remit to: SANTA FE SPRINGS, CA					FYTD:	$239,503.07
SOUTHERN CALIFORNIA EDISON 1	217107	05/06/2013	7500280653	WDAT CHARGES-IRIS AVE. LOCATION		$33,204.77
			7500280654	WDAT CHARGES-GRAHAM ST. LOCATION		
			7500280655	WDAT CHARGES-GLOBE ST. LOCATION		
			7500280656	WDAT CHARGES-NANDINA AVE. LOCATION		
			7500280657	WDAT CHARGES-FREDERICK AVE. LOCATION		
			7500280658	WDAT CHARGES-SUBSTATION 115KV INTERCONNECTION		
			7500280784	RELIABILITY SERVICE-DLAP_SCE_SEES_HV		
Remit to: ROSEMEAD, CA					FYTD:	$2,913,589.27
SOUTHERN CALIFORNIA EDISON 1	217291	05/20/2013	707-6081 APR-13	ELECTRICITY		$193,199.15
			587-9520 APR-13	ELECTRICITY-FERC CHARGES		
			721-3449 APR-13	IFA CHARGES-SUBSTATION		
			APR-13 5/20/13	ELECTRICITY		
Remit to: ROSEMEAD, CA					FYTD:	$2,913,589.27
STANDARD INSURANCE CO	9280	05/06/2013	130501a	LIFE & DISABILITY INSURANCE		$28,227.22
Remit to: PORTLAND, OR					FYTD:	$334,248.95

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CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
SULLY- MILLER CONTRACTING CO., INC.	217297	05/20/2013	12-SMC	CONSTRUCTION CONTRACT - CACTUS/NASON		$1,262,683.98
			11-SMC	CONSTRUCTION CONTRACT - CACTUS/NASON		
Remit to: BREA, CA					FYTD:	$18,660,892.70
THINK TOGETHER, INC	9331	05/13/2013	111000-12/13-9	ASES PROGRAM MANAGEMENT SERVICES		$444,467.51
Remit to: LOS ANGELES, CA					FYTD:	$4,042,235.64
TRANSTECH ENGINEERS, INC.	217201	05/13/2013	13	CONSULTING ENGINEERING SERVICES - CACTUS/NASON		$51,117.12
Remit to: WALNUT, CA					FYTD:	$499,094.36
U.S. BANK/CALCARDS	9334	05/13/2013	04-29-13	CALCARD PAYMENT FOR CYCLE END 4/29/13		$194,422.96
Remit to: ST. LOUIS, MO					FYTD:	$1,945,551.28
UNION BANK OF CALIFORNIA	9355	05/08/2013	W130505	SUCCESSOR AGENCY-OTHER FUNDS & ACCTS DUE DILIGENCE REVIEW		$230,820.00
Remit to: MONTEREY PARK, CA					FYTD:	$230,820.00
VISUAL SYSTEMS GROUP, INC.	217400	05/28/2013	51697	CRESTRON SURVEILLANCE EQUIPMENT		$67,699.24
			51462	CRESTRON SURVEILLANCE EQUIPMENT		
Remit to: MCLEAN, VA					FYTD:	$67,699.24
WELLS FARGO BANK	9409	05/21/2013	W130506	ACQUISITION COSTS & ESCOW FEES/NSP3 PROGRAM-11972 SUGAR CREEK CT		$119,255.51
Remit to: SAN FRANCISCO, CA					FYTD:	$819,487.56
WELLS FARGO BANK	9561	05/24/2013	W130507	ACQUISITION COSTS & ESCOW FEES/NSP3 PROGRAM-23680 MARK TWAIN ST		$143,604.00

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CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: SAN FRANCISCO, CA					FYTD:	$819,487.56
WELLS FARGO BANK	9562	05/24/2013	W130508	ACQUISITION COSTS & ESCOW FEES/NSP3 PROGRAM-12669 GORHAM ST		$145,569.60
Remit to: SAN FRANCISCO, CA					FYTD:	$819,487.56
WEST COAST ARBORISTS, INC.	9394	05/20/2013	86081-A	TREE TRIMMING & REMOVAL SERVICES-ZONES E-1, E-2, & E-16		$29,645.00
			86606-A	TREE TRIMMING & REMOVAL SERVICES-ZONES DSG-1,DSG-2, E-8 & E-12		
			86501-A	TREE TRIMMING & REMOVAL SERVICES-ZONES E-1, E-2, & E-7		
Remit to: ANAHEIM, CA					FYTD:	$117,390.00
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.	217117	05/06/2013	APR-13 TUMF	TUMF FEES COLLECTED FOR 4/1-4/30/13		$28,784.56
Remit to: RIVERSIDE, CA					FYTD:	$1,345,525.49

TOTAL AMOUNTS OF $25,000 OR GREATER **$11,176,349.70**

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
AARON KENT	217146	05/06/2013	5/6-5/10/13	TRAVEL PER DIEM-MGMT & SUPERVISION OF DETECTIVE UNITS TRAINING		$200.00
Remit to: MORENO VALLEY, CA					FYTD:	$200.00
ABILITY COUNTS, INC	217352	05/28/2013	ACI9964	LANDSCAPE MAINT-VRS LOCATIONS-PARK MAINT		$2,065.00
Remit to: CORONA, CA					FYTD:	$22,365.00
ACCURATE COLORS, INC	217422	05/28/2013	BL#12992-YR2013	REFUND OF OVERPAYMENT FOR BL#12992		$92.00
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$92.00
ACTION DOOR REPAIR CORP.	9363	05/20/2013	85696	DOOR DISTANCE ADJUSMENT-PSB GATE#7		$875.25
			85761	INSTALL ONE IDLER ASSEMBLY-PBS GATE#4		
Remit to: ORLANDO, FL					FYTD:	$27,578.25
ACTION DOOR REPAIR CORP.	9412	05/28/2013	85831	REPAIR REAR BAY DOORS 2 & 3-FIRE STN 58		$4,150.97
			85907	REDESIGN DOUBLE EXTERIOR DOORS-ANIMAL SVCS		
Remit to: ORLANDO, FL					FYTD:	$27,578.25
ACTIVE NETWORK, INC., THE	9298	05/13/2013	1006381	PROFESSIONAL SVCS-LOGOS PROJECT		$9,527.33
			11044354	ELECTRONIC DEPOSIT CHECK SCANNER-1 UNIT		
Remit to: SAN DIEGO, CA					FYTD:	$13,029.30
ACTIVE NETWORK, INC., THE	9413	05/28/2013	1006657	PROFESSIONAL SVCS-SETUP OF CHECK SCANNERS		$380.00
Remit to: SAN DIEGO, CA					FYTD:	$13,029.30
ADAMS, MARK L.	9225	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: REDLANDS, CA					FYTD:	$3,187.30
Addus Health Care	217212	05/13/2013	495428	DEPOSIT REFUND CRC		$500.00
Remit to: RIVERSIDE, CA					FYTD:	$500.00
ADLERHORST INTERNATIONAL INC.	9192	05/06/2013	17356	TRAINING AGITATOR-10/11-10/12/12-D. SALUDES		$300.00
			17355	TRAINING AGITATOR-10/11-10/12/12-R. BENART		
Remit to: RIVERSIDE, CA					FYTD:	$6,422.89
ADLERHORST INTERNATIONAL INC.	9414	05/28/2013	18346	DOG FOOD FOR PATROL K-9 IVAN		$429.14
			18325	MONTHLY K-9 TRAINING-OZZIE-APR13		
			18324	MONTHLY K-9 TRAINING-DUKE-APR13		
Remit to: RIVERSIDE, CA					FYTD:	$6,422.89
ADMINSURE	217176	05/13/2013	6350	WORKERS' COMP CLAIMS ADMIN.-MAY13		$2,600.00
Remit to: DIAMOND BAR, CA					FYTD:	$31,200.00
ADVANCE REFRIGERATION & ICE SYSTEMS, INC	9299	05/13/2013	3284-36518	REMOVE/INSTALL ICE MACHINE NEW DISPENSER		$522.00
Remit to: RIVERSIDE, CA					FYTD:	$10,533.00
ADVANCED ELECTRIC	217177	05/13/2013	10720	REPLACED RECEPTACLE-COPIER-FINANCE ANNEX		$130.50
			10705	DOOR BELL REPAIRED-FIRE STN 58		
Remit to: RIVERSIDE, CA					FYTD:	$32,713.98
ADVANCED ELECTRIC	217265	05/20/2013	10706	ELECTRICAL SVC CALL-DOOR BELL-FIRE STN 65		$62.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$32,713.98
ADVANCO FIRE PROTECTION	217449	05/28/2013	29655-1	FIRE SPRINKLR 5-YR CERTIFICATN-FIRE STN 2,6,48,91		$1,580.00
Remit to: ONTARIO, CA					FYTD:	$1,580.00
AEI-CASC ENGINEERING	9364	05/20/2013	0029301	PLAN CHECK SVCS-PWQMP		$378.00
Remit to: COLTON, CA					FYTD:	$21,874.00
AEROTEK, INC.	217178	05/13/2013	OP04010985	TEMPORARY STAFFING-ERP-PAYROLL		$3,507.38
			OP04026242	TEMPORARY STAFFING-ERP-PAYROLL		
			OP03966324-A	TEMPORARY STAFFING INV BAL DUE-ERP-PAYROLL		
Remit to: CHICAGO, IL					FYTD:	$26,642.34
AEROTEK, INC.	217266	05/20/2013	OP04040735	TEMPORARY STAFFING-ERP-PAYROLL		$1,623.48
Remit to: CHICAGO, IL					FYTD:	$26,642.34
ALBERT A. WEBB ASSOCIATES	217076	05/06/2013	130229	CONSULTING SERVICES - EDGEMONT WATER MASTER PLAN		$13,991.75
			130645	CONSULTING SERVICES - EDGEMONT WATER MASTER PLAN		
Remit to: RIVERSIDE, CA					FYTD:	$31,020.90
ALLIANZ LIFE INSURANCE CO	217267	05/20/2013	2013-00000090	8794 - ALLIANZ - EMPLOYEE*		$75.00
Remit to: PITTSBURGH, PA					FYTD:	$825.00
AMAZING DISCOUNT STORE	217213	05/13/2013	BL#11545-YR2013	REFUND OF OVERPAYMENT FOR B/L #11545		$61.21
Remit to: MONTCLAIR, CA					FYTD:	$61.21
AMBER FRANSIK	217415	05/28/2013	6/4-6/6/13	TRAVEL PER DIEM FOR ADVANCED CPTED TRAINING		$150.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$150.00
Amber White	217254	05/13/2013	495995	REFUND CONTRACT CLASS		$47.00
Remit to: MORENO VALLEY, CA					FYTD:	$47.00
AMERICAN ASPHALT SOUTH, INC	217351	05/20/2013	2013-RETENTION	CONSTRUCTION CONTRACT - SUNNYMEAD RANCH PKWY SLURRY SEAL		$4,123.75
Remit to: FONTANA, CA					FYTD:	$82,475.00
AMTECH ELEVATOR SERVICES	217179	05/13/2013	DVB05044513	ELEVATOR MAINT/REPAIR-MAY 2013-CITY HALL		$224.92
			DVB65909513	ELEVATOR MAINT/REPAIR-MAY 2013-EOC		
Remit to: PASADENA, CA					FYTD:	$4,569.56
AMTECH ELEVATOR SERVICES	217268	05/20/2013	DVB65903113	ELEVATOR MAINT/REPAIR JAN-JUN 2013 - CRC		$421.80
			DVB65903712	ELEVATOR MAINT/REPAIR JUL-DEC 2012-CRC		
Remit to: PASADENA, CA					FYTD:	$4,569.56
AMTECH ELEVATOR SERVICES	217353	05/28/2013	DVB28069001	ELEVATOR MAINT/REPAIR-CITY HALL		$723.00
Remit to: PASADENA, CA					FYTD:	$4,569.56
ANA TSAI	217171	05/06/2013	PK13-0011	REFUND-WITHDRAWAL OF LANDSCAPE PLAN CHECK		$173.00
Remit to: ROWLAND HEIGHTS, CA					FYTD:	$173.00
ANDREA N. HARMON	217342	05/20/2013	MV3130306025	REFUND-CITATION OVERPAYMENT		$48.00
Remit to: SUN CITY, CA					FYTD:	$48.00
ANDREA THOMAS	217446	05/28/2013	1041332	REFUND FOR TOWNGATE DEPOSIT		$200.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$200.00
ANIMAL PEST MANAGEMENT SERVICES, INC.	9415	05/28/2013	110048	PEST CONTROL-CITY PARKS		$1,725.50
			110051	PEST CONTROL-MARCH FIELD CNTR		
			110848	BEE REMOVAL-CFD #1-SHADOW MOUNTAIN PARK		
			110183	PEST CONTROL-GOLF COURSE		
			110049	PEST CONTROL-SCE ESMNT/AQDCT/BIKEWAY		
			110164	PEST CONTROL-CFD #1		
			110050	PEST CONTROL-MARCH BALLFIELDS		
Remit to: CHINO, CA					FYTD:	$17,180.50
ARCHIVE MANAGEMENT SERVICE	9300	05/13/2013	0204854	OFF-SITE STORAGE OF CITY RECORDS		$1,447.58
Remit to: KING OF PRUSSIA, PA					FYTD:	$17,479.59
ARCON STRUCTURAL ENGINEERS, INC	217450	05/28/2013	6584	CONSTRUCTION SUPPORT - CACTUS/NASON		$4,127.50
Remit to: RANCHO SANTA MARGARITA, C					FYTD:	$28,650.68
ARM SECURITY, INC	217214	05/13/2013	BL#23995-YR2013	REFUND OF OVERPAYMENT FOR B/L #23995		$67.11
Remit to: PROVO, UT					FYTD:	$67.11
ARNETT A. LABAUSA	217161	05/06/2013	7013551-02	SOLAR INCENTIVE REBATE		$10,894.50
Remit to: MORENO VALLEY, CA					FYTD:	$10,894.50
ARROWHEAD WATER	9301	05/13/2013	03D0029115201	WATER PURIFY RNTL UNIT-SENIOR CNTR		$199.74
			03D0029115177	WATER PURIFY RNTL UNIT-ANIMAL SVCS		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
ARROWHEAD WATER	9301	05/13/2013	03D0029115243	WATER PURIFY RNTL UNIT-TECH SVCS ANNEX		$199.74
			03D0029115227	WATER PURIFY RNTL UNIT-SDA ANNEX		
			03D0029115300	WATER PURIFY RNTL UNIT-FACILITIES ANNEX		
			03D0029115359	WATER PURIFY RNTL UNIT-CRC		
Remit to: LOUISVILLE, KY					FYTD:	$6,870.11
ARROWHEAD WATER	9365	05/20/2013	03E0032567869	WATER PURIFY RNTL UNIT-ANNEX 1		$337.92
			03E0032414377	WATER PURIFY RNTL UNIT-PSB		
			03E0029647948	WATER PURIFY RNTL UNIT-FIRE STN 48		
			03E0029647997	WATER PURIFY RNTL UNIT-FIRE STN 58		
			03E0028990919	WATER PURIFY RNTL UNIT-CITY HALL		
			03E0029647971	WATER PURIFY RNTL UNIT-FIRE STN 2		
			03E0029648052	WATER PURIFY RNTL UNIT-FIRE STN 65		
			03E0029115110	WATER PURIFY RNTL UNIT-CITY YARD		
			03E0032389744	WATER PURIFY RNTL UNIT-FIRE STN 99		
			03E0029647914	WATER PURIFY RNTL UNIT-FIRE STN 6		
Remit to: LOUISVILLE, KY					FYTD:	$6,870.11
AUDREY SILVERMAN	217167	05/06/2013	R12-053540	AS REFUND-RAB DEP FR FORFEIT ACCT		$20.00
Remit to: NEWPORT BEACH, CA					FYTD:	$20.00
AV GRAPHICS, INC.	217258	05/13/2013	46490	PRINTING SVCS-ADMIN CITATIONS-POLICE		$2,772.04
Remit to: LOS ANGELES, CA					FYTD:	$2,772.04
AXIS APPAREL	9193	05/06/2013	04182013	YOUTH & ADULT UNIFORMS-FLAG FOOTBALL		$1,644.46

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$28,209.49
B A ELECTRIC	217314	05/20/2013	BL#23191-YR2013	REFUND OF OVERPAYMENT FOR BL#23191		$82.23
Remit to: MORENO VALLEY, CA					FYTD:	$82.23
BACHER, GRACE	217118	05/06/2013	130501	RETIREE MEDICAL MAY '13		$255.43
Remit to: HEMET, CA					FYTD:	$2,870.80
BAUTISTA, JOSEPH C.	9226	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: FONTANA, CA					FYTD:	$3,187.30
BELMUDES, DEBRA	9227	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$1,593.65
BEMUS LANDSCAPE, INC.	9302	05/13/2013	242913	LANDSCAPE MAINT-SCE/OLD LAKE DR		$16,978.63
			242916	LANDSCAPE MAINT-INDIAN/FILAREE/FAY BIKE AQDCT		
			242912	LANDSCAPE MAINT-SENIOR CNTR		
			242914	LANDSCAPE MAINT-PATRIOT PARK		
			242926	LANDSCAPE MAINT-TOWNGATE CNTR		
			242919	LANDSCAPE MAINT-VETERANS MEMORIAL		
			242915	LANDSCAPE MAINT-BAY/JFK AQDCT		
			242930	LANDSCAPE MAINT-ANIMAL SVCS		
			242929	LANDSCAPE MAINT-PSB		
			242909	LANDSCAPE MAINT-S AQDCT B		
			242922	LANDSCAPE MAINT-FORMER STARS BLDG		
			242928	LANDSCAPE MAINT-MVU SUBSTN		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
BEMUS LANDSCAPE, INC.	9302	05/13/2013	242923	LANDSCAPE MAINT-CRC		$16,978.63
			242910	LANDSCAPE MAINT-N AQDCT		
			242917	LANDSCAPE MAINT-S AQDCT A		
			242931	LANDSCAPE MAINT-CITY HALL		
			242932	LANDSCAPE MAINT-FIRE STNS		
			242911	LANDSCAPE MAINT-PAN AM/AQDCT		
			242920	LANDSCAPE MAINT-ANNEX 1		
			242927	LANDSCAPE MAINT-TOWNGATE BIKE AQDCT		
			242925	LANDSCAPE MAINT-MVU		
			242921	LANDSCAPE MAINT-CITY YARD		
			242924	LANDSCAPE MAINT-LIBRARY		
Remit to: SAN CLEMENTE, CA					FYTD:	$201,170.99
BEN CLYMER'S THE BODY SHOP MV INC	217423	05/28/2013	ACCT #01509	REFUND OVERPAYMENT OF FALSE ALARM		$41.00
Remit to: MORENO VALLEY, CA					FYTD:	$41.00
BENESYST	9303	05/13/2013	0413285	COBRA ADMIN FEE		$205.00
Remit to: MINNEAPOLIS, MN					FYTD:	$4,912.92
BENESYST	9304	05/13/2013	0413146	FSA ADMIN COSTS		$211.64
Remit to: MINNEAPOLIS, MN					FYTD:	$4,912.92
Bertha Rodriguez	217241	05/13/2013	494175	REFUND PICNIC SHELTER LESS 20%		$64.00
Remit to: MORENO VALLEY, CA					FYTD:	$64.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
BEST, BEST & KRIEGER, LLP	9194	05/06/2013	700368	LEGAL SVCS-MATTER#55416.00100		$7,006.00
			700367	LEGAL SVCS-GENERAL		
Remit to: RIVERSIDE, CA					FYTD:	$24,066.80
BEST, BEST & KRIEGER, LLP	9416	05/28/2013	702562	LEGAL SVCS-COMPTON CASE		$9,578.30
			702561	LEGAL SVCS-GEN MATTERS		
Remit to: RIVERSIDE, CA					FYTD:	$24,066.80
BESTWAY LAUNDRY SOLUTIONS, INC.	217077	05/06/2013	I260344	COMMERCIAL WASHER REPAIRS		$128.00
Remit to: CORONA, CA					FYTD:	$486.94
Betty Torrejon	217249	05/13/2013	493560	DROPPED PROGRAM		$57.60
Remit to: MORENO VALLEY, CA					FYTD:	$57.60
BMW MOTORCYCLES OF RIVERSIDE	217354	05/28/2013	6005495/1	MAINT & REPAIRS-NEW TRAFFIC MOTORCYCLES		$686.68
			6005492/1	MAINT & REPAIRS-NEW TRAFFIC MOTORCYCLES		
Remit to: RIVERSIDE, CA					FYTD:	$55,726.16
BONNIE KENNEMER	217159	05/06/2013	7011355-03	SOLAR INCENTIVE REBATE		$14,000.00
Remit to: MORENO VALLEY, CA					FYTD:	$14,000.00
BOX SPRINGS MUTUAL WATER COMPANY	217078	05/06/2013	04242013	WATER USAGE ACCOUNT 721-1 - ZONE E-1		$108.40
Remit to: MORENO VALLEY, CA					FYTD:	$559.90
BRAUN BLAISING MCLAUGHLIN	217079	05/06/2013	14617	LEGAL SVCS-MVU		$3,616.86

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
BRAUN BLAISING MCLAUGHLIN	217079	05/06/2013	14618	LEGAL SVCS-STREETLIGHT RATE CASE (CASL)		$3,616.86
Remit to: SACRAMENTO, CA					FYTD:	$59,547.60
BREITKREUZ, THOMAS F.	217119	05/06/2013	130501	JAN-MAR '13 PD MA '13		$956.19
Remit to: REDLANDS, CA					FYTD:	$3,824.76
BRODART CO.	9195	05/06/2013	B2771964	MISC BOOKS-LIBRARY		$2,010.94
			B2735107	MISC BOOKS-LIBRARY		
			B2779172	MISC BOOKS-LIBRARY		
			B2780805	MISC BOOKS-LIBRARY		
			B2782632	MISC BOOKS-LIBRARY		
			B2774161	MISC BOOKS-LIBRARY		
			B2794154	MISC BOOKS-LIBRARY		
			B2802467	MISC BOOKS-LIBRARY		
			B2786377	MISC BOOKS-LIBRARY		
			B2784617	MISC BOOKS-LIBRARY		
Remit to: WILLIAMSPORT, PA					FYTD:	$22,625.36
BUCKINGHAM, STAN	217120	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: TEMECULA, CA					FYTD:	$3,187.30
BY HIS DESIGN, INC	217080	05/06/2013	5483	SPORTS UNIFORMS		$300.00
Remit to: SAN JACINTO, CA					FYTD:	$1,412.03
C & C GRADING & PAVING, INC	9367	05/20/2013	1630-3	CONSTRUCTION CONTRACT - SIP (KENTLAND, WILSON, KINNY)		$23,137.15

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: TEMECULA, CA					FYTD:	$251,842.02
CAIN, GREGORY	9228	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: TAMPA, FL					FYTD:	$3,187.30
CALIFORNIA TRANSCRIPTION, LLC	217081	05/06/2013	1549	TRANSCRIPTION SVCS-PLANNING MTG MINUTES		$1,444.53
Remit to: MORONGO VALLEY, CA					FYTD:	$2,368.25
CALIFORNIA WATERSHED ENGINEERING CORP.	9417	05/28/2013	13710	PLAN CHECK SVCS-PWQMP		$970.25
Remit to: FULLERTON, CA					FYTD:	$19,889.25
CANNON, ANA M.	9229	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: HASLET, TX					FYTD:	$3,187.30
Career Care Institute	217219	05/13/2013	494817	DEPOSIT REFUND CRC		$500.00
Remit to: LANCASTER, CA					FYTD:	$500.00
CARTER, ROSALYN	9230	05/06/2013	130501	FEB '13, PD MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$1,912.38
CASTANEDA & ASSOCIATES	217355	05/28/2013	INV 2	PROF SVCS-FAIR HOUSING ACTION PLAN		$8,509.18
Remit to: RIVERSIDE, CA					FYTD:	$18,577.50
CEMEX	217082	05/06/2013	9425883710	PORTLAND CEMENT-MAIN/OP'S		$2,160.74
			9425821284	CONCRETE-SIDEWALK STEPS-ANNEX 1		
			9425838303	PORTLAND CEMENT-MAIN/OP'S		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
CEMEX	217082	05/06/2013	9425916173	PORTLAND CEMENT-MAIN/OP'S		$2,160.74
			9425869147	PORTLAND CEMENT-MAIN/OP'S		
Remit to: PASADENA, CA					FYTD:	$20,727.67
CHANCY, CHIZURU	217140	05/06/2013	APR-2013	INSTRUCTOR SVCS-HAWAIIAN DANCE CLASSES		$327.60
Remit to: MORENO VALLEY, CA					FYTD:	$1,984.20
CHANCY, CHIZURU	217408	05/28/2013	MAY-2013	INSTRUCTOR SVCS-HAWAIIAN DANCE CLASSES		$324.60
Remit to: MORENO VALLEY, CA					FYTD:	$1,984.20
CHANDLER ASSET MANAGEMENT, INC	9305	05/13/2013	12505	INVESTMENT MANAGEMENT SVCS-FEB13		$7,741.00
Remit to: SAN DIEGO, CA					FYTD:	$88,346.00
CHANDLER ASSET MANAGEMENT, INC	9306	05/13/2013	12822	INVESTMENT MANAGEMENT SVCS-APR13		$15,399.00
			12661	INVESTMENT MANAGEMENT SVCS-MAR13		
Remit to: SAN DIEGO, CA					FYTD:	$88,346.00
CHAPMAN, STEVE	217121	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: REDLANDS, CA					FYTD:	$3,187.30
CHAPPELL, ISAAC	9231	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
CHARLES ALM	217407	05/28/2013	321	TOWNGATE PARK CONCERT-JOSHUA TREE BAND-6/14/13		$1,000.00
Remit to: ORANGE, CA					FYTD:	$1,000.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
CHRISTOS E. GANDARA	217338	05/20/2013	MV3130226007	REFUND-CITATION OVERPAYMENT		$57.50
Remit to: RIALTO, CA					FYTD:	$57.50
CINTAS CORPORATION	9196	05/06/2013	150832738	UNIFORM RNTL SVC-CONCRETE MAINT		$631.22
			150832737	UNIFORM RNTL SVC-ST MAINT		
			150832736	UNIFORM RNTL SVC-DRAIN MAINT		
			150832735	UNIFORM RNTL SVC-ST SWEEPING		
			150832733	UNIFORM RNTL SVC-ST TREE MAINT		
			150832732	UNIFORM RNTL SVC-VEHICLE MAINT		
			150828263	UNIFORM RNTL SVC-CONCRETE MAINT		
			150828256	UNIFORM RNTL SVC-GRAFFITI RMVL		
			150823826	UNIFORM RNTL SVC-VEHICLE MAINT		
			150819292	UNIFORM RNTL SVC-PURCHASING		
			150828257	UNIFORM RNTL SVC-VEHICLE MAINT		
			150823822	UNIFORM RNTL SVC-PURCHASING		
			150823830	UNIFORM RNTL SVC-DRAIN MAINT		
			150828253	UNIFORM RNTL SVC-PURCHASING		
			150832731	UNIFORM RNTL SVC-GRAFFITI RMVL		
			150823832	UNIFORM RNTL SVC-CONCRETE MAINT		
			150832728	UNIFORM RNTL SVC-PURCHASING		
			150823825	UNIFORM RNTL SVC-GRAFFITI RMVL		
			150828262	UNIFORM RNTL SVC-ST MAINT		
			150823829	UNIFORM RNTL SVC-ST SWEEPING		
			150823827	UNIFORM RNTL SVC-ST TREE MAINT		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
CINTAS CORPORATION	9196	05/06/2013	150828261	UNIFORM RNTL SVC-DRAIN MAINT		$631.22
			150828260	UNIFORM RNTL SVC-ST SWEEPING		
			150828258	UNIFORM RNTL SVC-ST TREE MAINT		
			150823831	UNIFORM RNTL SVC-ST MAINT		
Remit to: ONTARIO, CA					FYTD:	$15,817.09
CINTAS CORPORATION	9307	05/13/2013	150837200	UNIFORM RNTL SVC-PARK MAINT		$89.70
			150837213	UNIFORM RNTL SVC-GOLF COURSE		
			150837212	UNIFORM RNTL SVC-FACILITIES		
			150837207	UNIFORM RNTL SVC-CFD #1		
Remit to: ONTARIO, CA					FYTD:	$15,817.09
CINTAS CORPORATION	9368	05/20/2013	150837206	UNIFORM RNTL SVC-ST TREE MAINT		$235.45
			150837204	UNIFORM RNTL SVC-GRAFFITI RMVL		
			150837208	UNIFORM RNTL SVC-ST SWEEPING		
			150837210	UNIFORM RNTL SVC-ST MAINT		
			150837211	UNIFORM RNTL SVC-CONCRETE MAINT		
			150837202	UNIFORM RNTL SVC-TRAFFIC SIGNAL		
			150837203	UNIFORM RNTL SVC-ST SIGNS/STRIPING		
			150837205	UNIFORM RNTL SVC-VEHICLE MAINT		
			150837209	UNIFORM RNTL SVC-DRAIN MAINT		
Remit to: ONTARIO, CA					FYTD:	$15,817.09
CINTAS CORPORATION	9418	05/28/2013	150841721	UNIFORM RNTL SVC-PARK MAINT		$286.59
			150100648	UNIFORM RNTL SVC-CFD #1		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
CINTAS CORPORATION	9418	05/28/2013	150846190	UNIFORM RNTL SVC-FACILITIES		$286.59
			150841728	UNIFORM RNTL SVC-CFD #1		
			150100653	UNIFORM RNTL SVC-FACILITIES		
			150100654	UNIFORM RNTL SVC-GOLF COURSE		
			150100641	UNIFORM RNTL SVC-PARK MAINT		
			150841734	UNIFORM RNTL SVC-GOLF COURSE		
			150841733	UNIFORM RNTL SVC-FACILITIES		
			150846191	UNIFORM RNTL SVC-GOLF COURSE		
			150846185	UNIFORM RNTL SVC-CFD #1		
			150846178	UNIFORM RNTL SVC-PARK MAINT		
Remit to: ONTARIO, CA					FYTD:	$15,817.09
CITY OF MORENO VALLEY VEBA TRUST	9197	05/06/2013	2013-00000051	4020 - EXEC VEBA*		$7,000.00
Remit to: MORENO VALLEY, CA					FYTD:	$174,680.03
CITY OF MORENO VALLEY VEBA TRUST	9369	05/20/2013	2013-00000087	4050 - MVCEA VEBA*		$1,962.50
			130418	EXEMPT VEBA		
Remit to: MORENO VALLEY, CA					FYTD:	$174,680.03
CLS LANDSCAPE MANAGEMENT, INC	217317	05/20/2013	BL#01569-YR2013	REFUND OF OVERPAYMENT FOR BL#01569		$139.80
Remit to: CHINO, CA					FYTD:	$139.80
CNOA REGION V	217141	05/06/2013	5/9/13 TRAINING	REGISTR. FEES FOR 4 OFFICERS FOR SYNTHETIC DRUG INVESTIG. TRNG		$180.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$180.00
COLONIAL SUPPLEMENTAL INSURANCE	217206	05/13/2013	7133069-0501423	SUPPLEMENTAL INSURANCE		$6,214.34
Remit to: COLUMBIA, SC					FYTD:	$70,574.55
COMMUNITY HEALTH CHARITIES	217083	05/06/2013	2013-00000052	8725 - CH CHARITY		$94.00
Remit to: COSTA MESA, CA					FYTD:	$4,486.00
COMMUNITY HEALTH CHARITIES	217269	05/20/2013	2013-00000080	8725 - CH CHARITY		$94.00
Remit to: COSTA MESA, CA					FYTD:	$4,486.00
COMPU COM	217356	05/28/2013	61758460	TWO ADOBE PRO XI LICENSE		$691.14
			61789447	ACROBAT PRO XI LICENSE-FIRE ADMIN		
Remit to: DALLAS, TX					FYTD:	$118,895.30
CONCRETE CONNECTION, INC	217428	05/28/2013	BL#18389-YR2013	REFUND OF OVERPAYMENT FOR BL#18389		$96.00
Remit to: CHINO HILLS, CA					FYTD:	$96.00
CONTINENTAL WESTERN TRANSPORTATION	217271	05/20/2013	0104869-IN	ASPHALTIC MATERIAL-SURFACE RECYCLING-MAIN/OPS		$4,568.78
Remit to: SAN DIEGO, CA					FYTD:	$14,233.89
CORY PETERS	217237	05/13/2013	RCT#0331114	REFUND-CANCELLED CERT CLASS FOR TWO		$30.00
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$30.00
COUNSELING TEAM, THE	217084	05/06/2013	20967	EMPLOYEE COACHING-PW		$14,900.00
			20968	EMPLOYEE COACHING-ANIMAL SVCS		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: SAN BERNARDINO, CA					FYTD:	$30,500.00
COUNTRY SQUIRE ESTATES	217357	05/28/2013	MAR 2013	REFUND-UUT-EXEMPT RESIDENTS		$66.19
Remit to: ONTARIO, CA					FYTD:	$1,000.69
COUNTY OF RIVERSIDE - RMAP	217085	05/06/2013	IN0167520	ENVIRONMENTAL HEALTH PERMIT-CELEBRATION PARK		$336.00
Remit to: RIVERSIDE, CA					FYTD:	$625,364.91
COUNTY OF RIVERSIDE - RMAP	217086	05/06/2013	9990085000-1303	RADIO COMM. SERVICES FOR PD MOTORCYCLES		$983.50
Remit to: RIVERSIDE, CA					FYTD:	$625,364.91
COUNTY OF RIVERSIDE - RMAP	217142	05/06/2013	SH0000021347	LAW ENFORCEMENT SVCS/GRANT #PT1303-DISTR. DRIVING ENF.-3/20/13		$20,492.21
			SH0000021350	LAW ENFORCEMENT SVCS/GRANT #PT1303-DUI STAKEOUT OPER. 3/27/13		
			SH0000021351	LAW ENFORCEMENT SVCS/GRANT #PT1303-DISTR. DRIVING ENF.-3/28/13		
			SH0000021358	LAW ENFORCEMENT SVCS/GRANT #SC13272-DUI CHECKPOINT 3/17/13		
			SH0000021354	LAW ENFORCEMENT SVCS/GRANT #PT1303-DUI SATURATION PATROL-3/29/13		
			SH0000021355	LAW ENFORCEMENT SVCS/GRANT #PT1303-TRAFFIC ENF OPERATION-4/1/13		
			SH0000021357	LAW ENFORCEMENT SVCS/GRANT #SC13272-DUI CHECKPOINT 3/22/13		
			SH0000021346	LAW ENFORCEMENT SVCS/GRANT #PT1303-DISTR. DRIVING ENF.-3/13/13		
			SH0000021356	LAW ENFORCEMENT SVCS/GRANT #PT1303-TRAFFIC ENF OPERATION-4/2/13		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$625,364.91
COUNTY OF RIVERSIDE - RMAP	217180	05/13/2013	9990170000-1303	VPN CONNECTION FOR CODE ENFORCEMENT STAFF		$28.84
Remit to: RIVERSIDE, CA					FYTD:	$625,364.91
COUNTY OF RIVERSIDE - RMAP	217409	05/28/2013	SH0000021404	LAW ENFORCEMENT SVCS/JAG GRANT-EXTRA DUTY/RANCHO VERDE BSKTBALL		$1,020.18
			SH0000021405	LAW ENFORCEMENT SVCS/JAG GRANT-EXTRA DUTY/RANCHO VERDE CARNIVAL		
Remit to: MORENO VALLEY, CA					FYTD:	$625,364.91
COUNTY OF RIVERSIDE 1	217410	05/28/2013	PU0000002808	JANITORIAL ITEMS FOR STATION EXPLORERS		$2,493.09
Remit to: MORENO VALLEY, CA					FYTD:	$9,591.31
Crystal Turner	217250	05/13/2013	494343	REFUND PICNIC SHELTER		$124.80
Remit to: MORENO VALLEY, CA					FYTD:	$124.80
D & D SERVICES DBA D & D DISPOSAL, INC.	217272	05/20/2013	37552	DECEASED ANIMAL REMOVAL-ANIMAL SVCS		$745.00
Remit to: VALENCIA, CA					FYTD:	$8,195.00
DALE, KATHLEEN	9232	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
DANIEL BILLEN	217424	05/28/2013	1037479	REFUND - FOOD SERVICE SPACE FOR JULY 4TH		$48.00
Remit to: MURRIETA, CA					FYTD:	$48.00
DANIELLE ARIAS	217151	05/06/2013	R13-061115	AS REFUND-RABIES DEPOSIT		$20.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: LAKE ELSINORE, CA					FYTD:	$20.00
DATA TICKET, INC.	9370	05/20/2013	45644	NPDES BUSINESS INSPECTION SVCS-JAN13		$75.00
Remit to: NEWPORT BEACH, CA					FYTD:	$189,141.45
DATA TICKET, INC.	9419	05/28/2013	45587	REAL ESTATE DEMANDS-CODE-FEB13		$20,070.17
			45636	ADMIN CITATION PROCESSING-CODE-FEB13		
			45688	CITATION PROCESSING-CODE-FEB13		
			2013-0010CM	CREDIT MEMO-FTB REFUND-MVP45974		
Remit to: NEWPORT BEACH, CA					FYTD:	$189,141.45
DATAQUICK CORPORATE HEADQUARTERS	217358	05/28/2013	B1-2157352	ON-LINE SOFTWARE SUBSCRIPTION-POP UNIT		$130.50
Remit to: LOS ANGELES, CA					FYTD:	$1,435.50
DAVID MUSSER	217419	05/28/2013	MAY-2013	INSTRUCTOR SVCS-WATERCOLOR TECHNIQUE CLASS		$294.00
Remit to: MENIFEE, CA					FYTD:	$4,578.00
DAVID TURCH & ASSOCIATES	217181	05/13/2013	MAY 2013	FEDERAL LEGISLATIVE ADVOCATE SERVICES 5/1-5/31/13		$4,166.67
Remit to: WASHINGTON, DC					FYTD:	$45,833.37
DELTA DENTAL OF CALIFORNIA	9199	05/06/2013	BE000539518	EMPLOYEE DENTAL INSURANCE		$10,856.33
Remit to: SAN FRANCISCO, CA					FYTD:	$114,839.70
DELTACARE USA	217207	05/13/2013	5332184	EMPLOYEE DENTAL INSURANCE		$5,436.77
Remit to: LOS ANGELES, CA					FYTD:	$62,079.77

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
DENNIS GRUBB & ASSOCIATES, LLC	9200	05/06/2013	1186	PLAN REVIEW SVCS-FIRE PREVENTION		$5,175.00
Remit to: MIRA LOMA, CA					FYTD:	$115,065.00
DENNIS GRUBB & ASSOCIATES, LLC	9371	05/20/2013	1188	PLAN REVIEW SVCS-FIRE PREVENTION		$2,450.00
Remit to: MIRA LOMA, CA					FYTD:	$115,065.00
DEPARTMENT OF CONSUMER AFFAIRS	217359	05/28/2013	CERT 53613	CIVIL ENGINEER LICENSE RENEWAL - MARK SAMBITO		$115.00
Remit to: SACRAMENTO, CA					FYTD:	$460.00
DEPARTMENT OF CONSUMER AFFAIRS	217360	05/28/2013	CERT 59025	CIVIL ENGINEER LICENSE RENEWAL - CLEMENT JIMENEZ		$115.00
Remit to: SACRAMENTO, CA					FYTD:	$460.00
DEPARTMENT OF CONSUMER AFFAIRS	217361	05/28/2013	CERT 64747	CIVIL ENGINEER LICENSE RENEWAL - HOANG NGUYEN		$115.00
Remit to: SACRAMENTO, CA					FYTD:	$460.00
DEPARTMENT OF INDUSTRIAL RELATIONS	217273	05/20/2013	S1089751SB	EOC-CAL/OSHA-ELEVATORS		$675.00
Remit to: SAN FRANCISCO, CA					FYTD:	$4,988.96
DERRICK N. JOSEPH	217345	05/20/2013	MV2120309015	REFUND-CITATION OVERPAYMENT		$115.00
Remit to: MORENO VALLEY, CA					FYTD:	$115.00
DICK HEIL	217448	05/28/2013	REIMB.-LMV	REIMBURSE LUNCH & COFFEE EXPENSES FOR LEADERSHIP MV PROGRAM		$161.95

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: CORONA, CA					FYTD:	$161.95
DLS LANDSCAPE, INC	9420	05/28/2013	13983	LANDSCAPE MAINT-CFD #1		$12,390.00
			13984	LANDSCAPE MAINT-ZONE A		
Remit to: REDLANDS, CA					FYTD:	$136,290.00
DONALD & GUADALUPE NAF	217322	05/20/2013	CERT REFUND	REFUND FOR CANCELLED APRIL CERT CLASS		$30.00
Remit to: CHINO, CA					FYTD:	$30.00
DORY, ALLEEN F.	217122	05/06/2013	130501	RETIREE MEDICAL MAY '13		$146.32
Remit to: HEMET, CA					FYTD:	$3,060.35
DURAN, BLANCA	217412	05/28/2013	MAY-2013	INSTRUCTOR SVCS-FOLKLORIC DANCE CLASSES		$171.00
Remit to: MORENO VALLEY, CA					FYTD:	$1,620.00
DUVAL, ROBERTA	217143	05/06/2013	APR-2013	INSTRUCTOR SVCS-CPR CLASS		$648.00
Remit to: SUN CITY, CA					FYTD:	$3,343.13
DUVAL, ROBERTA	217413	05/28/2013	MAY-2013	INSTRUCTOR SVCS-CPR CLASS		$144.00
Remit to: SUN CITY, CA					FYTD:	$3,343.13
E.R. BLOCK PLUMBING & HEATING, INC.	9202	05/06/2013	111839	BACKFLOW DEVICE TEST-VRS LOCATIONS		$500.00
			112155	BACKFLOW DEVICE TEST-VRS LOCATIONS		
Remit to: RIVERSIDE, CA					FYTD:	$74,276.86
E.R. BLOCK PLUMBING & HEATING, INC.	9372	05/20/2013	112240	REPLACE 2-STOLEN BACKFLOWS-CITY YARD		$2,372.66

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$74,276.86
E.R. BLOCK PLUMBING & HEATING, INC.	9421	05/28/2013	112202	BACKFLOW DEVICE TEST-CITY HALL		$40.00
			112362	BACKFLOW DEVICE TEST-PSB		
Remit to: RIVERSIDE, CA					FYTD:	$74,276.86
EASTERN MUNICIPAL WATER DISTRICT	217087	05/06/2013	APR-13 5/6/13	WATER CHARGES		$13,824.46
Remit to: PERRIS, CA					FYTD:	$1,357,341.38
EASTERN MUNICIPAL WATER DISTRICT	217182	05/13/2013	APR-13 5/13/13	WATER CHARGES		$7,795.10
Remit to: PERRIS, CA					FYTD:	$1,357,341.38
EDGELANE MOBILE PARK	9422	05/28/2013	APR 2013	REFUND-UUT-EXEMPT RESIDENTS		$14.39
Remit to: LOS ANGELES, CA					FYTD:	$160.50
EDITH B. AYALA	217333	05/20/2013	MVP63679	REFUND-DISMISSED CITATION		$41.00
Remit to: MORENO VALLEY, CA					FYTD:	$41.00
EGGERSTEN, ANNE	217123	05/06/2013	130501	RETIREE MEDICAL MAY '13		$255.43
Remit to: RANCHO MIRAGE, CA					FYTD:	$2,879.30
EMERGENT BATTERY TECHNOLOGIES, INC.	217451	05/28/2013	18957	BATTERY BACK UP SYSTEMS		$6,879.60
Remit to: ANAHEIM, CA					FYTD:	$29,175.30
EMPIRE MOWER	217363	05/28/2013	149754	EQUIPMENT SUPPLIES-CITY PARKS		$29.70

MV00211899

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$29.70
EMPLOYMENT DEVELOPMENT DEPARTMENT	9358	05/03/2013	2013-00000069	CA TAX - STATE TAX WITHHOLDING*		$23.35
Remit to: Unknown, CA					FYTD:	$940,832.72
EMPLOYMENT DEVELOPMENT DEPARTMENT	9410	05/22/2013	1ST QTR 2013	UNEMPLOYMENT INSURANCE CLAIMS 1/1-3/31/13		$9,437.00
Remit to: Unknown, CA					FYTD:	$940,832.72
ENCO UTILITY SERVICES MORENO VALLEY LLC	9203	05/06/2013	0402-MF-01444A	SOLAR METER INSTALLATION-12631 MAGNOLIA DR		$2,532.00
			0402-MF-01429A R	SOLAR METER INSTALLATION-3 RESIDENCE		
Remit to: ANAHEIM, CA					FYTD:	$2,347,752.28
ERICK COOPER	217429	05/28/2013	1041053	REFUND-CONTRACT CLASS		$32.00
Remit to: MORENO VALLEY, CA					FYTD:	$32.00
EVANS ENGRAVING & AWARDS	9204	05/06/2013	41113-4	OFFICER OF THE YEAR & QTR AWARDS		$1,189.88
			41113-9	PLAQUE-VOLUNTEER OF THE YR-EMERGNY MGMNT		
			40913-3	EMPLOYEE PLAQUE-BUS SUPPORT/NEIGHBRHD		
			32220	SERVICE AWARDS-APRIL THRU JUNE-HR		
			32413-14	SERVICE AWARDS-DEC 2012 THRU MAR 2013-HR		
Remit to: MORENO VALLEY, CA					FYTD:	$2,735.72
EXCEL LANDSCAPE, INC	217364	05/28/2013	76481	LANDSCAPE MAINT-ZONE E-7		$2,802.95
			76577	LANDSCAPE MAINT ADD'L WORK-ZONE E-7		

MV00211900

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
EXCEL LANDSCAPE, INC	217364	05/28/2013	76442	LANDSCAPE MAINT ADD'L WORK-NPDES WQB		$2,802.95
Remit to: CORONA, CA					FYTD:	$101,672.64
FALLEN OFFICERS FUND	217275	05/20/2013	CONF. REGISTR.	FEES FOR 4 OFFICERS TO ATTEND THE 2013 SO. CA. GANG CONF.		$340.00
Remit to: CHULA VISTA, CA					FYTD:	$340.00
FEENSTRA, JOHN	9233	05/06/2013	130501	RETIREE MEDICAL MAY '13		$361.25
Remit to: REDLANDS, CA					FYTD:	$3,612.50
Fidel Ruiz	217243	05/13/2013	494578	REFUND DEPOSIT SENIOR CENTER		$300.00
Remit to: MORENO VALLEY, CA					FYTD:	$300.00
FIRST AMERICAN CORE LOGIC, INC.	217088	05/06/2013	80808033	REAL QUEST ONLINE PROPERTY SEARCH-CODE		$640.00
			80808035	REAL QUEST ONLINE PROPERTY SEARCH-CODE/NP		
Remit to: DALLAS, TX					FYTD:	$7,040.00
FIRST CHOICE SERVICES	9309	05/13/2013	523392	EMPLOYEE PAID COFFEE SVC-CITY YARD		$162.89
Remit to: ONTARIO, CA					FYTD:	$7,971.92
FIRST CHOICE SERVICES	9424	05/28/2013	524839	EMPLOYEE PAID COFFEE SVC-CITY YARD		$336.07
			524837	EMPLOYEE PAID COFFEE SVC-CRC		
			524846	EMPLOYEE PAID COFFEE SVC-CITY HALL		
Remit to: ONTARIO, CA					FYTD:	$7,971.92
FITNESS 19 CA 155 11C	217276	05/20/2013	2013-00000081	8730 - GYM MEMBERSHIP*		$216.00

MV00211901

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$2,214.00
FOSTER, JAMES BARRY	217208	05/13/2013	5/19-5/22/13	TRAVEL PER DIEM-ICSC RECON CONVENTION		$248.50
Remit to: RIVERSIDE, CA					FYTD:	$474.12
FOSTER, NANCY A.	9234	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: GRASS VALLEY, CA					FYTD:	$3,187.30
FOSTER, ZACHARY F.	9235	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: GRASS VALLEY, CA					FYTD:	$2,549.84
FRANCHISE TAX BOARD	217089	05/06/2013	2013-00000053	1015 - GARNISHMENT - CREDITOR %*		$311.03
Remit to: SACRAMENTO, CA					FYTD:	$7,243.65
FRANCHISE TAX BOARD	217277	05/20/2013	2013-00000082	1015 - GARNISHMENT - CREDITOR %*		$311.03
Remit to: SACRAMENTO, CA					FYTD:	$7,243.65
Frank Ochoa	217234	05/13/2013	494342	REFUND DROPPED CLASS		$90.00
Remit to: MORENO VALLEY, CA					FYTD:	$90.00
FRANKLIN, L. C.	217414	05/28/2013	APR-13 MILEAGE	MILEAGE REIMBURSEMENT		$210.18
Remit to: PERRIS, CA					FYTD:	$1,769.93
FRAZEE INDUSTRIES, INC	217278	05/20/2013	9530501102730	CREDIT INVOICE FOR RETURNED MATERIALS		$1,462.56
			9530501102740	GRAFFITI REMOVAL PRODUCTS		
			9530501096253	GRAFFITI REMOVAL PRODUCTS		

MV00211902

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: LOS ANGELES, CA					FYTD:	$7,977.57
FREDES PRINTING & SIGNS	217430	05/28/2013	BL#07821-YR2013	REFUND OF OVERPAYMENT FOR BL#07821		$62.20
Remit to: MORENO VALLEY, CA					FYTD:	$62.20
FRED'S GLASS & MIRROR, INC.	217090	05/06/2013	182405	WINDOW REPAIRS-MARCH FIELD COMM PARK		$285.50
			182406	WINDOW REPAIRS-MARCH FIELD COMM PARK		
Remit to: RIVERSIDE, CA					FYTD:	$2,812.75
FUSCOE ENGINEERING, INC	217365	05/28/2013	112553	PLAN CHECK SVCS-MAP FOR PM 36508		$3,058.50
Remit to: IRVINE, CA					FYTD:	$3,058.50
G/M BUSINESS INTERIORS, INC.	217183	05/13/2013	0093496-IN	DESIGN, DISASSEMBLE, RELOCATE & REBUILD FURNITURE AT ANNEX 1		$24,450.38
Remit to: RIVERSIDE, CA					FYTD:	$197,335.05
G/M BUSINESS INTERIORS, INC.	217184	05/13/2013	0093706-IN	DISASSEMBLE, REINSTALL, DESIGN & STORE FURNITURE-2ND FLR CH		$24,113.63
Remit to: RIVERSIDE, CA					FYTD:	$197,335.05
GAGATCH, HEATHER	217416	05/28/2013	6/4-6/6/13	TRAVEL PER DIEM FOR ADVANCED CPTED TRAINING		$150.00
Remit to: MORENO VALLEY, CA					FYTD:	$150.00
GALLS INC., INLAND UNIFORM	9373	05/20/2013	313321	UNIFORM REPLACEMENT-TRAFFIC UNIT		$95.03
Remit to: RIVERSIDE, CA					FYTD:	$5,033.23
GALLS INC., INLAND UNIFORM	217175	05/06/2013	280163	UNIFORMS-PARK RANGERS		$205.16

MV00211903

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$5,033.23
GARDNER COMPANY, INC.	217091	05/06/2013	1834	HVAC OPTIMIZATION PREV MAINT-LIBRARY		$2,750.00
			1833	HVAC OPTIMIZATION PREV MAINT-SENIOR CTR		
Remit to: MURRIETA, CA					FYTD:	$4,245.79
GARDNER COMPANY, INC.	217185	05/13/2013	52964	HVAC REPAIRS-SENIOR CTR		$945.79
Remit to: MURRIETA, CA					FYTD:	$4,245.79
GARDNER COMPANY, INC.	217366	05/28/2013	52965	HVAC REPAIRS-SENIOR CTR		$550.00
Remit to: MURRIETA, CA					FYTD:	$4,245.79
GENE ROGERS	217211	05/13/2013	SETTLEMENT	PAYMENT FOR RELEASE OF CLAIM		$1,750.00
Remit to: PEBBLE BEACH, CA					FYTD:	$1,750.00
GENERAL SECURITY SERVICES, INC.	9205	05/06/2013	171349	SECURITY SVCS-TOWNGATE-8/11/12		$1,871.48
			173550	SECURITY SVCS-SENIOR CTR-4/6/13		
			173549	SECURITY SVCS-CRC 4/1-4/4/13		
			173606	SECURITY SVCS-LIBRARY-4/13/13		
			173603	SECURITY SVCS-CRC 4/8-4/11/13		
			173604	SECURITY SVCS-SENIOR CTR-4/13/13		
			173588	SECURITY SVCS-TOWNGATE-4/13/13		
			173527	SECURITY SVCS-TOWNGATE-4/6/13		
			170496	SECURITY SVCS-CRC 4/16-4/20/12		
Remit to: WILMINGTON, CA					FYTD:	$50,492.36

MV00211904

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
GENERAL SECURITY SERVICES, INC.	9206	05/06/2013	170817	SECURITY SVCS-CRC SPECIAL EVENTS	$1,015.05
			172026	SECURITY SVCS-CRC 7/9-7/12/12	
			173337	SECURITY SVCS-CRC 3/11-3/14/13	
			172027	SECURITY SVCS-CRC SPECIAL EVENTS	
Remit to: WILMINGTON, CA				FYTD:	$50,492.36
GENERAL SECURITY SERVICES, INC.	9310	05/13/2013	173648	SECURITY SVCS-CRC 4/15-4/18/13	$2,299.13
			173666	SECURITY SVCS-LIBRARY-4/17>4/20/13	
			173586	RENTAL OF RADIOS & WANDS-7/4/12	
			173724	SECURITY SVCS-CRC 4/22-4/25/13	
			173723	SECURITY SVCS-CITY HALL 4/22-4/25/13	
			173664	SECURITY SVCS-CITY HALL 4/15-4/18/13	
			173704	SECURITY SVCS-TOWNGATE-4/27/13	
			173649	SECURITY SVCS-CRC SPECIAL EVENTS 4/19/13	
			173703	SECURITY SVCS-TOWNGATE-4/26/13	
Remit to: WILMINGTON, CA				FYTD:	$50,492.36
GENERAL SECURITY SERVICES, INC.	9374	05/20/2013	173725	SECURITY SVCS-MVU 4/22-4/25/13	$1,296.23
			173795	SECURITY SVCS-TOWNGATE-5/1/13	
			173801	SECURITY SVCS-CRC SPECIAL EVENTS 5/3/13	
			173812	SECURITY SVCS-CRC 4/29-5/2/13	
			173665	SECURITY SVCS-SENIOR CTR-4/20/13	
			173800	SECURITY SVCS-CRC SPECIAL EVENTS 5/4/13	

MV00211905

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: WILMINGTON, CA					FYTD:	$50,492.36
GENERAL SECURITY SERVICES, INC.	9425	05/28/2013	173867	SECURITY SVCS-CRC SPECIAL EVENTS 5/9 & 5/10/13		$1,457.30
			173866	SECURITY SVCS-CRC SPECIAL EVENTS 5/5/13		
			173858	SECURITY SVCS-TOWNGATE-5/11/13		
			173879	SECURITY SVCS-LIBRARY-5/11/13		
			173877	SECURITY SVCS-CITY HALL 5/6-5/9/13		
			173811	SECURITY SVCS-CITY HALL 4/29-5/2/13		
			173878	SECURITY SVCS-CRC 5/6-5/9/13		
			173813	SECURITY SVCS-LIBRARY-4/29 & 5/4/13		
Remit to: WILMINGTON, CA					FYTD:	$50,492.36
GIBBS, GIDEN, LOCHER,TURNER, SENET & WITTBRODT LLP	9426	05/28/2013	219346-002	LEGAL SERVICES - SUNNYMEAD (EXCEL)		$1,381.40
			219137-001	LEGAL SERVICES - SUNNYMEAD (EXCEL)		
Remit to: LOS ANGELES, CA					FYTD:	$209,067.50
GIL'S PLASTERING	217223	05/13/2013	BL#22089-YR2013	REFUND OF OVERPAYMENT FOR B/L #22089		$86.79
Remit to: MORENO VALLEY, CA					FYTD:	$86.79
GONZALES, DOMILENA R.	9236	05/06/2013	130501	APR '13 PD MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
GORM INC.	217367	05/28/2013	200711	JANITORIAL SUPPLIES-CITY PARKS & CFC#1 PARKS		$3,401.87
Remit to: ONTARIO, CA					FYTD:	$8,478.11

MV00211906

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
GOZDECKI, DAN	9375	05/20/2013	MAY-2013 YOUTH	INSTRUCTOR SVCS-KUNG FU CLASS		$513.00
			MAY-2013 ADULT	INSTRUCTOR SVCS-KUNG FU CLASS		
Remit to: MORENO VALLEY, CA					FYTD:	$5,762.40
GRAVES & KING, LLP	217186	05/13/2013	1303-0009442	LEGAL SVCS-MV1261		$1,468.66
Remit to: RIVERSIDE, CA					FYTD:	$5,082.90
GRAVES & KING, LLP	217368	05/28/2013	1302-0009442	LEGAL SVCS-MV1261		$1,078.88
Remit to: RIVERSIDE, CA					FYTD:	$5,082.90
GRESHAM SAVAGE NOLAN & TILDEN	217279	05/20/2013	263346	LEGAL SERVICES		$11,820.26
Remit to: SAN BERNARDINO, CA					FYTD:	$11,820.26
GRIFFIN, MARLENE C	9237	05/06/2013	130501	RETIREE MEDICAL MAY '13		$255.43
Remit to: GREEN VALLEY, AZ					FYTD:	$2,870.80
GUADALUPE ORTEGA	217236	05/13/2013	R13-057654	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: RIVERSIDE, CA					FYTD:	$20.00
GUARDSMARK	9207	05/06/2013	5316118	SECURITY SVCS-CITY HALL 4/7-4/13/13		$267.90
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$16,708.03
GUIDANCE SOFTWARE, INC	217187	05/13/2013	TRNG. PASSPORT	ENCASE 1YR ANNUAL TRAINING PASSPORT FOR JOHN LENTON-QUOTE 68727		$5,500.00
Remit to: PASADENA, CA					FYTD:	$10,295.82
GUIDANCE SOFTWARE, INC	217280	05/20/2013	3071683	SOFTWARE & MAINT/SUPPORT-4 NEW FORENSIC COMPUTER		$4,795.82

MV00211907

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: PASADENA, CA					FYTD:	$10,295.82
GUILLAN, REBECCA S.	9238	05/06/2013	130501	APR '13, PD MAY '13		$297.39
Remit to: ADVANCE, NC					FYTD:	$2,829.46
GUTIERREZ, ROBERT	9239	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: LA VERNE, CA					FYTD:	$3,187.30
HAMLIN, WILLIAM R.	9240	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: BEAUMONT, CA					FYTD:	$3,187.30
HANES, MARTIN D.	9241	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
HARDING, JOHN	217124	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: BANNING, CA					FYTD:	$3,187.30
HATFIELD, CHARLES	9242	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: LAS VEGAS, NV					FYTD:	$3,187.30
HDL/HINDERLITER DE LLAMAS & ASSOCIATES	217369	05/28/2013	0020875-IN	SALES TAX AUDIT SVCS		$920.47
Remit to: DIAMOND BAR, CA					FYTD:	$119,390.09
HEFFLEY, ROSS W.	9243	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: HEMET, CA					FYTD:	$3,187.30
Herman Savage	217244	05/13/2013	494383	REFUND JR FLAG FOOTBALL		$48.00

MV00211908

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$48.00
HERRICK, ROBERT D.	217126	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
HLP, INC.	9376	05/20/2013	7977	WEB LICENSING TRANSACTIONS (AUG/SEPT/OCT 2012)		$72.45
Remit to: LITTLETON, CO					FYTD:	$21,792.65
HLP, INC.	9429	05/28/2013	8433RV	WEB LICENSING MONTHLY SVCS-APR13		$40.25
Remit to: LITTLETON, CO					FYTD:	$21,792.65
HOLT, ANITRA N	217127	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: CLERMONT, FL					FYTD:	$1,274.92
HONDA YAMAHA OF REDLANDS	217092	05/06/2013	16500	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		$163.46
Remit to: REDLANDS, CA					FYTD:	$24,358.63
HONDA YAMAHA OF REDLANDS	217370	05/28/2013	17748	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		$1,890.78
			16822	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		
			17366	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		
			16976	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		
Remit to: REDLANDS, CA					FYTD:	$24,358.63
HOUSER, EDITH E.	217128	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
HUNSAKER & ASSOCIATES, INC.	217188	05/13/2013	13030101	PLAN CHECK SVCS-PM 36511		$6,585.90

MV00211909

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
HUNSAKER & ASSOCIATES, INC.	217188	05/13/2013	13010355	CONSULTING SERVICES - IRIS PAVEMENT RESURFACING		$6,585.90
			13010375	CONSULTING SERVICES, SURVEY - PERRIS BLVD. WIDENING		
			13020333	CONSULTING SERVICES, SURVEY - PERRIS BLVD. WIDENING		
Remit to: IRVINE, CA					FYTD:	$90,602.21
ICMA RETIREMENT CORP	9293	05/03/2013	2013-00000044	8030 - DEF COMP 457 - ICMA		$15,094.64
Remit to: BALTIMORE, MD					FYTD:	$231,545.24
ICMA RETIREMENT CORP	9403	05/16/2013	2013-00000076	8030 - DEF COMP 457 - ICMA		$13,707.14
Remit to: BALTIMORE, MD					FYTD:	$231,545.24
ICR DOORS	9377	05/20/2013	643	MAINT. OF TWO ROLL UP DOORS-ANNEX 1		$113.00
Remit to: UPLAND, CA					FYTD:	$7,041.97
IES COMMERCIAL, INC	217256	05/13/2013	97780	REMOVE/RELOCATE EXISTING ACCESS CONTROL SYSTEM TO ANNEX1		$6,954.29
Remit to: TEMPE, AZ					FYTD:	$20,269.22
IL SORRENTO MOBILE PARK	217371	05/28/2013	MARCH 2013	MISCELLANEOUS SERVICES		$71.01
Remit to: MORENO VALLEY, CA					FYTD:	$1,152.71
ING USA ANNUITY & LIFE INSURANCE CO.	217281	05/20/2013	2013-00000083	8792 - ING - EMPLOYEE *		$325.00
Remit to: DES MOINES, IA					FYTD:	$4,100.00
INLAND PETROLEUM EQUIPMENT & REPAIR, INC	9208	05/06/2013	316658	FUEL DISPENSERS CARB TESTING & REPAIRS-FS#65		$2,612.02
			316657	FUEL DISPENSERS CARB TESTING & REPAIRS-FS#48		

MV00211910

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
INLAND PETROLEUM EQUIPMENT & REPAIR, INC	9208	05/06/2013	316659	FUEL DISPENSERS CARB TESTING & REPAIRS-FS#65		$2,612.02
Remit to: BLOOMINGTON, CA					FYTD:	$3,907.93
INLAND PETROLEUM EQUIPMENT & REPAIR, INC	9311	05/13/2013	316656	FUEL DISPENSERS CARB TESTING & REPAIRS-FS#2		$1,019.11
Remit to: BLOOMINGTON, CA					FYTD:	$3,907.93
INSIDE PLANTS, INC.	217189	05/13/2013	46808	INDOOR PLANT MAINT-CRC-MAY13		$320.00
Remit to: CORONA, CA					FYTD:	$3,520.00
INTERNAL REVENUE SERVICE CENTER	9359	05/09/2013	F130502	MISCELLANEOUS SERVICES		$12,982.85
Remit to: OGDEN, UT					FYTD:	$508,592.52
J D H CONTRACTING	9209	05/06/2013	041113-01	REMOVE WALL-CH COUNCIL AREA		$2,790.00
			041113-02	REPAIRS/ADJUSTMENT-PW LOBBY DOOR		
			041813-02	FABRICATE & INSTALL LIGHT COVERS-PSB		
			041813-03	RE-INSTALL LARGE CONCRETE BALL		
Remit to: RIVERSIDE, CA					FYTD:	$131,322.90
J D H CONTRACTING	9312	05/13/2013	042513-02	INSTALL 3 DRINKING FOUNTAINS-WOODLAND PARK		$9,833.00
			050613-02	REPLACED DRINKING FOUNTAIN AT SHADOW MOUNTAIN PARK		
			041813-01	FINISH OFF WALL PATCH & PAINT-F/S#65		
Remit to: RIVERSIDE, CA					FYTD:	$131,322.90
J D H CONTRACTING	9378	05/20/2013	051013-01	INSTALL 5 NEW PARKING BUMBERS-MV LIBRARY		$785.00

MV00211911

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$131,322.90
J D H CONTRACTING	9430	05/28/2013	052013-01	INSTALL ROOF ON WESTOS PARK RESTROOM		$7,785.00
Remit to: RIVERSIDE, CA					FYTD:	$131,322.90
JACK HENRY & ASSOCIATES	217093	05/06/2013	1417378	PROFIT STARS MONTHLY SERVICE FEES		$302.95
Remit to: MONETT, MO					FYTD:	$3,058.30
JAM FIRE PROTECTION, INC	217372	05/28/2013	162342	SEMI-ANNUAL INSPECTION/FM-200 PRE-ACTION FIRE SUPPRESSION		$575.00
Remit to: MONROVIA, CA					FYTD:	$575.00
JAMES D SMITH	217350	05/20/2013	REFUND CITATIONS	REFUND-CITATION OVERPYMT/MV2110428009, MV2110707014, MV210303011		$345.00
Remit to: MORENO VALLEY, CA					FYTD:	$345.00
James Harrison	217226	05/13/2013	493580	REFUND - RAIN OUT SHELTER		$80.00
Remit to: MORENO VALLEY, CA					FYTD:	$80.00
JANET LUCIANO	217433	05/28/2013	CK#193111	REISSUE UNCLAIMED CK#193111 DTD 3/5/09		$73.00
Remit to: RIVERSIDE, CA					FYTD:	$73.00
JANNEY & JANNEY ATTORNEY SVCS, INC.	217190	05/13/2013	00130433036	MONTHLY RETAINER-DELIVERY OF COURT FILINGS-MAY13		$75.00
Remit to: RIVERSIDE, CA					FYTD:	$1,540.00
JENNIFER GUTIERREZ	217225	05/13/2013	R13-061687	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
JESSICA RODRIGUEZ	217242	05/13/2013	R13-059255	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
JESUS HOLGUIN	217431	05/28/2013	1038029	REFUND - DEPOSIT FOR BALLET FOLKLORICO		$500.00
Remit to: MORENO VALLEY, CA					FYTD:	$500.00
JOE A. GONSALVES & SON	9313	05/13/2013	23586	STATE LEGISLATIVE ADVOCACY SVCS-MAY13		$3,000.00
Remit to: SACRAMENTO, CA					FYTD:	$18,000.00
JOEL MORALES	217209	05/13/2013	5/20-5/24/13	TRAVEL PER DIEM-OFFICER-INVOLVED SHOOTING & FORCE INVESTIG TRNG.		$250.00
Remit to: MORENO VALLEY, CA					FYTD:	$250.00
JOHN O'DONOHNE	217438	05/28/2013	R13-060317	AS REFUND-OVERPMT ON LICENSE		$88.00
Remit to: MORENO VALLEY, CA					FYTD:	$88.00
JOHN W. STRICKLER	9282	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: SAN BERNARDINO, CA					FYTD:	$2,868.57
JONES, SUSAN	9244	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
JORGE ALBERTO HERNANDEZ	217343	05/20/2013	MV3110621015	REFUND-CITATION OVERPAYMENT		$115.00
Remit to: BEAUMONT, CA					FYTD:	$115.00
JORRY KEITH	217145	05/06/2013	APR-2013	INSTRUCTOR SVCS-COMIC BOOK CREATION CLASS		$120.00
Remit to: FONTANA, CA					FYTD:	$984.00

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City of Moreno Valley

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For Period 5/1/2013 through 5/31/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
JOSE BAUTISTA	217218	05/13/2013	R13-059128	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
JOSEPH SANCHEZ	217349	05/20/2013	MV2120120012	REFUND-CITATION OVERPAYMENT		$115.00
Remit to: MORENO VALLEY, CA					FYTD:	$115.00
JOSE'S MEXICAN FOOD	217227	05/13/2013	BL#10717-YR2013	REFUND OF OVERPAYMENT FOR B/L #10717		$32.83
Remit to: SAN BERNARDINO, CA					FYTD:	$32.83
JOSHUA MANJARREZ	217305	05/20/2013	5/28-5/30/13	TRAVEL PER DIEM-TRAINING/SOUTHERN CA. GANG CONFERENCE		$150.00
Remit to: MORENO VALLEY, CA					FYTD:	$325.00
JUSTIN HILL	217304	05/20/2013	5/28-5/30/13	TRAVEL PER DIEM-TRAINING/SOUTHERN CA. GANG CONFERENCE		$150.00
Remit to: MORENO VALLEY, CA					FYTD:	$375.00
KASEY RETHERFORD	217166	05/06/2013	R13-060184	AS REFUND-SN DEPOSIT		$75.00
Remit to: BANNING, CA					FYTD:	$75.00
KATRINA BERMUDEZ	217316	05/20/2013	R13-059422	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
KAYLA CLARIN	217221	05/13/2013	R13-061725	AS REFUND-ADOPT.,VACCINES,MICROCHIP,		$67.00
Remit to: RIVERSIDE, CA					FYTD:	$67.00
KENYA BURTON	217152	05/06/2013	R13-060241	AS REFUND-ADOPT,VACS,CHIP,		$87.00
Remit to: PERRIS , CA					FYTD:	$87.00

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For Period 5/1/2013 through 5/31/2013

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
KEPLER, JANELLE	9379	05/20/2013	MAY-2013	INSTRUCTOR SVCS-CHEERLEADING CLASS		$596.40
Remit to: RIVERSIDE, CA					FYTD:	$5,194.00
KEVIN J RICHARDSON	217348	05/20/2013	MV2110922021	REFUND-CITATION OVERPAYMENT		$115.00
Remit to: MORENO VALLEY, CA					FYTD:	$115.00
KING, PATRICIA A.	217129	05/06/2013	130501	RETIREE MEDICAL MAY '13		$210.74
Remit to: LAS VEGAS, NV					FYTD:	$2,410.90
KOLB, CHARLES E.	9245	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
KOLLAR, KYLE	9246	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
KRISTEN BAUDER	217315	05/20/2013	R13-060712	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD	9210	05/06/2013	266282	LEGAL SVCS-DISSOLUTION OF REDEVT.		$3,300.60
Remit to: SACRAMENTO, CA					FYTD:	$23,170.95
KUPSAK, STEVE	9247	05/06/2013	130501	MAR '13, PD MAY '13		$318.73
Remit to: CEDAR GLEN, CA					FYTD:	$3,187.30
KYLE, GARY M.	9248	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: PRESCOTT VALLEY, AZ					FYTD:	$3,187.30

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For Period 5/1/2013 through 5/31/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
L&L ENVIRONMENTAL, INC	217264	05/13/2013	10.1.3950	PROFESSIONAL CONSULTANT SVCS		$1,931.06
Remit to: REDLANDS, CA					FYTD:	$1,931.06
LADY FOOT LOCKER #6515	217228	05/13/2013	BL#03807-YR2013	REFUND OF OVERPAYMENT FOR B/L #03807		$77.69
Remit to: HARRISBURG, PA					FYTD:	$77.69
LAFATA, JOSEPHINE	9249	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
LANGENDORF, BENJAMIN	9250	05/06/2013	130501	FEB-MAR' 13, PD MAY '13		$637.46
Remit to: PERRIS, CA					FYTD:	$2,804.43
LARISSA OCEGUERA	217233	05/13/2013	R13-061137	AS REFUND-SPAY/NEUTER DEPOSIT		$75.00
Remit to: RIVERSIDE, CA					FYTD:	$75.00
LATITUDE GEOGRAPHICS	217373	05/28/2013	201300369	GIS SOFTWARE & SERVICES-M4		$23,836.77
Remit to: VICTORIA, BC					FYTD:	$83,408.93
LAURA MADERAS	217230	05/13/2013	P217283	AS REFUND-RABIES DEPOSITS FOR 12 DOGS AT $20.00 EACH		$240.00
Remit to: SAN MARCOS, CA					FYTD:	$240.00
LAURA YENULONIS	217173	05/06/2013	B1300741	REFUND PERMIT FEE-CC CHARGED TWICE IN ERROR		$60.00
Remit to: COLTON, CA					FYTD:	$60.00
LAWSON PRODUCTS, INC.	9431	05/28/2013	1020128	CREDIT INVOICE FOR RETURNED MATERIALS		$152.84
			9301448215	HARDWARE & BLDG. SUPPLIES-CITY PARKS		

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: CHICAGO, IL					FYTD:	$1,161.73
LEAGUE OF CALIFORNIA CITIES-RIV CNTY DIV 1	217094	05/06/2013	5/13/13 GEN. MTG	COUNCIL MEMBER R. STEWART FOR ATTENDANCE OF GENERAL MEETING		$25.00
Remit to: MIRA LOMA, CA					FYTD:	$315.00
LEIGHTON CONSULTING, INC.	9398	05/20/2013	11632	CONSULTING SERVICES - SR-60/NASON OC		$17,358.87
Remit to: IRVINE, CA					FYTD:	$332,945.26
LEIVAS LIGHTING, INC	217229	05/13/2013	BL#23962-YR2013	REFUND OF OVERPAYMENT FOR B/L #23962		$64.38
Remit to: RIVERSIDE, CA					FYTD:	$64.38
LEIVAS, INC. DBA. LEIVAS LIGHTING	9314	05/13/2013	236096	LANDSCAPE LIGHTING MAINT-E1, E2, E3, E7, M		$2,820.38
			236038	LANDSCAPE LIGHTING MAINT-ZONE M		
			236039	LANDSCAPE LIGHTING MAINT-TOWNGATE		
			236040	LANDSCAPE LIGHTING MAINT-CENTERPOINTE		
			298	LANDSCAPE LIGHTING MAINT-ZONE E3		
			236042	LANDSCAPE LIGHTING MAINT-ZONE E3		
			236063	LANDSCAPE LIGHTING MAINT-ZONE E2		
			236075	LANDSCAPE LIGHTING MAINT-E1, E2, E3, E7, M		
			292	LANDSCAPE LIGHTING MAINT-ZONE E3		
			294	LANDSCAPE LIGHTING MAINT-ZONE E3		
			296	LANDSCAPE LIGHTING MAINT-ZONE E3		
Remit to: RIVERSIDE, CA					FYTD:	$5,762.64

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
LEIVAS, INC. DBA. LEIVAS LIGHTING	9432	05/28/2013	236130	LANDSCAPE LIGHTING MAINT-E1, E2, E3, E7, M		$125.00
Remit to: RIVERSIDE, CA					FYTD:	$5,762.64
LETICIA REYES	217347	05/20/2013	MVP63689	REFUND-CITATION DISMISSED		$407.50
Remit to: MIRA LOMA, CA					FYTD:	$407.50
LEWIS BRISBOIS BISGAARD & SMITH LLP	9380	05/20/2013	1166383	LEGAL SVCS-RIC533180		$4,182.70
Remit to: SAN BERNARDINO, CA					FYTD:	$8,008.79
LEWIS, CAROLYN S.	9251	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MIDLAND, TX					FYTD:	$3,187.30
LEXISNEXIS PRACTICE MGMT.	9381	05/20/2013	1304081613	ONLINE LEGAL RESEARCH TOOLS-APRIL13		$1,180.00
Remit to: LOS ANGELES, CA					FYTD:	$13,580.00
LIEBERT, CASSIDY, WHITMORE	217191	05/13/2013	163392	LEGAL SVCS/MO140-00001		$870.00
Remit to: LOS ANGELES, CA					FYTD:	$26,939.82
LIEBERT, CASSIDY, WHITMORE	217374	05/28/2013	158854	LEGAL SERVICES-MO140-00010		$2,490.50
Remit to: LOS ANGELES, CA					FYTD:	$26,939.82
LILIANA ALVARADO	217303	05/20/2013	REIMB	REIMB-TRAINING REGIS & BOOKS-HR MGT COURSE-UCR EXT		$618.48
Remit to: MORENO VALLEY, CA					FYTD:	$618.48
LINDO, HERMINA G.	9252	05/06/2013	130501	MAR '13 TRI&MED PD MAY '13		$232.24

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: TITUSVILLE, FL					FYTD:	$1,763.22
LISA TERRY	217444	05/28/2013	R13-062295	AS REFUND-LIC EH SN-SERVICE DOG NO CHRG		$6.00
Remit to: CORONA , CA					FYTD:	$6.00
LOGAN, CHARLES	9253	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: LAS VEGAS, NV					FYTD:	$3,187.30
LONGDYKE, DENNIS	9254	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: BEAUMONT, CA					FYTD:	$3,187.30
LORENA ARZATE	217215	05/13/2013	CK#190200	REISSUE UNCLAIMED CK#190200 DTD 11/13/08		$72.13
Remit to: MORENO VALLEY, CA					FYTD:	$72.13
LORENO CASTANEDA	217425	05/28/2013	1040616	REFUND - SENIOR CENTER RENTAL CONTRACT 23262		$285.00
Remit to: MORENO VALLEY, CA					FYTD:	$285.00
LORENO CASTANEDA	217426	05/28/2013	1040622	REFUND - RENTAL DEPOSIT CONTRACT 23262		$15.00
Remit to: MORENO VALLEY, CA					FYTD:	$15.00
LORENO CASTANEDA	217427	05/28/2013	1040619	MISCELLANEOUS SERVICES		$1.00
Remit to: MORENO VALLEY, CA					FYTD:	$1.00
LORI BARTIE	217217	05/13/2013	7011017-03	SOLAR INCENTIVE REBATE		$12,246.75
Remit to: MORENO VALLEY, CA					FYTD:	$12,246.75
LUMLEY, ROBERT C.	9255	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
MALCOLM SMITH MOTORCYCLES, INC.	9211	05/06/2013	100056800	PURCHASE OF NEW BOOTS FOR MOTOR OFFICERS		$351.00
Remit to: RIVERSIDE, CA					FYTD:	$36,824.15
MALCOLM SMITH MOTORCYCLES, INC.	9433	05/28/2013	100059811	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		$1,125.94
Remit to: RIVERSIDE, CA					FYTD:	$36,824.15
MARCH JOINT POWERS AUTHORITY	217095	05/06/2013	0027443	GAS CHARGES-BLDG 823-MAR13		$6.85
			0027447	GAS CHARGES-BLDG 938-MAR13		
Remit to: RIVERSIDE, CA					FYTD:	$70.62
MARIA DIAZ	217154	05/06/2013	R13-061315	AS REFUND-RAB DEP, LIC 1 SN		$35.00
Remit to: MORENO VALLEY, CA					FYTD:	$35.00
MARIA DIAZ	217319	05/20/2013	R13-061315	AS REFUND-ADOPTION,VACCINES		$51.00
Remit to: MORENO VALLEY, CA					FYTD:	$51.00
MARIA TORRES	217170	05/06/2013	1029491	REFUND FOR RENTAL DEPOSIT		$300.00
Remit to: MORENO VALLEY, CA					FYTD:	$300.00
MARILYN KOSTRY	217160	05/06/2013	R13-061287	AS REFUND-PD FOR 3YR LIC, REF 2YR		$18.00
Remit to: MORENO VALLEY, CA					FYTD:	$18.00
MARINA LANDSCAPE, INC	9212	05/06/2013	8216031301	LANDSCAPE MAINT-ZONE E-1/E-1A-ADDL WORK-MAR13		$234.21

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: ANAHEIM, CA					FYTD:	$86,665.30
MARINA LANDSCAPE, INC	9434	05/28/2013	8216041301	LANDSCAPE LIGHTING MAINT-TOWNGATE-ADDL WORK		$5,929.44
			8216041300	LANDSCAPE MAINT-ZONE E-1/E-1A-APR13		
Remit to: ANAHEIM, CA					FYTD:	$86,665.30
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	9435	05/28/2013	59505	LANDSCAPE MAINT-ZONE DSG-2 ADDL WORK-APR13		$17,887.01
			59059	LANDSCAPE MAINT-DSG 2 AREAS-ADDL WORK-FEB13		
			59494	LANDSCAPE MAINT-ZONE DSG-2 BASE-APR13		
Remit to: IRWINDALE, CA					FYTD:	$149,636.99
MARK AURE	217216	05/13/2013	R13-058628	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
MARK SPRUNT	217328	05/20/2013	1038861	REFUND FOR TOWNGATE DEPOSIT		$200.00
Remit to: MORENO VALLEY, CA					FYTD:	$200.00
Marnie Moore	217231	05/13/2013	495583	REFUND DEPOSIT - SENIOR CENTER		$300.00
Remit to: MORENO VALLEY, CA					FYTD:	$300.00
MARTHA ORTEGA	217439	05/28/2013	R13-061232	AS REFUND-ADOPTION,VACCINES,MICROCHIP		$57.00
Remit to: RIVERSIDE, CA					FYTD:	$57.00
MARTHA A. CHAVIRA	217336	05/20/2013	MV4111007005	REFUND-CITATION OVERPAYMENT		$57.00
Remit to: MORENO VALLEY, CA					FYTD:	$57.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
MARY L. BUTLER	217335	05/20/2013	MV2110729005	REFUND-CITATION OVERPAYMENT		$100.00
Remit to: MORENO VALLEY, CA					FYTD:	$100.00
MATHIS, NOLAN	9256	05/06/2013	130501	MAR '13, PD MAY '13		$298.20
Remit to: JACKSON, KY					FYTD:	$2,853.20
MATICH CORPORATION	217282	05/20/2013	157127	ASPHALTIC MATERIALS		$12,335.00
Remit to: HIGHLAND, CA					FYTD:	$59,894.88
MAXIMUS CONSULTING SERVICES, INC.	217192	05/13/2013	001	DEVELOPMENT OF FY 12/13 CAP/ICRP		$17,250.00
Remit to: RANCHO CORDOVA, CA					FYTD:	$17,250.00
MAXINOSKI, SUE A.	9257	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: AVINGER, TX					FYTD:	$3,187.30
MEEKS, DANIEL	9213	05/06/2013	042113 / 042813	SPORTS OFFICIATING SERVICES		$100.00
Remit to: PERRIS, CA					FYTD:	$1,420.00
MEGAN CONATSER	217318	05/20/2013	R13-060610	AS REFUND-SPAY/NEUTER DEPOSIT		$75.00
Remit to: MORENO VALLEY, CA					FYTD:	$75.00
MELAD & ASSOCIATES, INC	217257	05/13/2013	MV13-001	PLAN CHECK SVCS-B&S		$765.00
Remit to: HUNTINGTON BEACH, CA					FYTD:	$8,367.39
MENGISTU, YESHIALEM	217417	05/28/2013	APR-13 MILEAGE	MILEAGE REIMBURSEMENT		$167.81
Remit to: MORENO VALLEY, CA					FYTD:	$1,475.29

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
MERCHANTS LANDSCAPE SERVICES INC	9315	05/13/2013	39665	LANDSCAPE MAINT-ZONE E3 & E3A-MAR13		$11,573.86
			39716	LANDSCAPE MAINT-ZONE E3-ADDL WORK-MAR13		
Remit to: Santa Ana, CA					FYTD:	$213,644.13
MERCHANTS LANDSCAPE SERVICES INC	9436	05/28/2013	39885	LANDSCAPE MAINT-ZONE E3 & E3A-APR13		$21,732.52
			39884	LANDSCAPE MAINT-ZONE E8,E12,E14 & E15-APR13		
			40076	LANDSCAPE MAINT-ZONE E3-ADDL WORK-APR13		
			40022	LANDSCAPE MAINT-ZONE E8-ADDL WORK		
Remit to: Santa Ana, CA					FYTD:	$213,644.13
MESSIN, LOUIS	9258	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: BULLHEAD CITY, AZ					FYTD:	$3,187.30
MEYERS, NAVE, RIBACK, SILVER & WILSON	217096	05/06/2013	2013030736	LEGAL SVCS-MAR13		$7,190.93
Remit to: OAKLAND, CA					FYTD:	$125,860.62
MEYERS, NAVE, RIBACK, SILVER & WILSON	217375	05/28/2013	2013040610	LEGAL SVCS-APR13		$24,240.58
			2013040609	LEGAL SVCS-MARCH JPA		
			2013040608	LEGAL SVCS-GENERAL ATTY SVCS		
Remit to: OAKLAND, CA					FYTD:	$125,860.62
MEYERS, ROBERT	217147	05/06/2013	APR-2013	INSTRUCTOR SVCS-DRAWING FOR KIDS & PHOTOGRAPHY CLASSES		$336.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$1,626.60
MICHELE MCKAY	217162	05/06/2013	R12-056949	AS REFUND-RAB/SN DEP FR FORFEIT ACCT		$95.00
Remit to: ORANGE, CA					FYTD:	$95.00
MICHELLE GOMEZ	217320	05/20/2013	R13-061623	AS REFUND-CAT ADOPTION,VACS,CHIP		$46.00
Remit to: MORENO VALLEY, CA					FYTD:	$46.00
MICHELLE COOK	217337	05/20/2013	MV2120911035	REFUND-DISMISSED CITATION		$115.00
Remit to: PERRIS, CA					FYTD:	$115.00
Mikell Phillips	217238	05/13/2013	493985	REFUND SHELTER LESS 20%		$92.00
Remit to: MORENO VALLEY, CA					FYTD:	$92.00
MILES, ROBERT	9259	05/06/2013	130501	RETIREE MEDICAL MAY '13		$146.32
Remit to: MORENO VALLEY, CA					FYTD:	$1,861.55
MINARD, MARK E.	9260	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: REDLANDS, CA					FYTD:	$3,187.30
MIREYA GALVAN	217155	05/06/2013	1036474	REFUNDS FOR RENTALS		$200.00
Remit to: MORENO VALLEY, CA					FYTD:	$200.00
MISTRETTA, ARTHUR	9456	05/28/2013	050913	SPORTS OFFICIATING SERVICES-SOFTBALL		$60.00
Remit to: MORENO VALLEY, CA					FYTD:	$900.00
MODERN IMAGE	217435	05/28/2013	BL#04468-YR2013	REFUND OF OVERPAYMENT FOR BL#04468		$60.45

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$60.45
MOLLICA, MIKE	9261	05/06/2013	130501	RETIREE MEDICAL MAY '13		$401.42
Remit to: DUNNELLON, FL					FYTD:	$4,014.20
MONOPRICE, INC.	217376	05/28/2013	8274244	CABLING FOR EOC SURVEILLANCE SYSTEM		$2,570.42
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$2,570.42
MONTGOMERY PLUMBING INC	217097	05/06/2013	041513	PLUMBING SVCS-FS#48		$127.50
Remit to: MORENO VALLEY, CA					FYTD:	$15,323.75
MONTGOMERY PLUMBING INC	217377	05/28/2013	051413	PLUMBING SVCS-CITY HALL		$2,482.50
			042613	PLUBMING SVCS-CRC LADIES SHOWER ROOM		
			051013	PLUMBING SVCS-ANIMAL SHELTER		
			051313	PLUMBING SVCS-PSB GARBAGE DISPOSAL		
Remit to: MORENO VALLEY, CA					FYTD:	$15,323.75
MONTGOMERY, BRIDGETTE	217306	05/20/2013	5/1/13 MILEAGE	MILEAGE REIMBURSEMENT - HEALTH CARE REFORM SEMINAR		$39.55
Remit to: YUCAIPA, CA					FYTD:	$39.55
MORA, PATRICIA A.	9262	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
MORENO VALLEY CHAMBER OF COMMERCE	217307	05/20/2013	3691	WAKE-UP MEETING ATTENDANCE-4/24/13		$60.00
Remit to: MORENO VALLEY, CA					FYTD:	$20,570.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
MORENO VALLEY CITY EMPLOYEES ASSOC.	9294	05/03/2013	2013-00000045	8710 - MVCEA EMPLOYEE DUES*		$1,376.00
Remit to: MORENO VALLEY, CA					FYTD:	$33,447.00
MORENO VALLEY CITY EMPLOYEES ASSOC.	9404	05/16/2013	2013-00000077	8710 - MVCEA EMPLOYEE DUES*		$1,371.50
Remit to: MORENO VALLEY, CA					FYTD:	$33,447.00
MORENO VALLEY CITY EMPLOYEES ASSOC.	9463	05/31/2013	2013-00000102	8710 - MVCEA EMPLOYEE DUES*		$1,369.00
Remit to: MORENO VALLEY, CA					FYTD:	$33,447.00
MORENO VALLEY GATEWAY, LLC	9316	05/13/2013	2170	LEASE-T/S ANNEX-MAY13		$17,142.59
			2169	LEASE-FACILITIES ANNEX-MAY13		
			2168	LEASE-SUITES 5-9/ESA ANNEX-MAY13		
Remit to: SAN JUAN CAPISTRANO, CA					FYTD:	$188,568.49
MORENO VALLEY GATEWAY, LLC	9437	05/28/2013	2172	LEASE-T/S ANNEX-JUNE13		$17,142.59
			2171	LEASE-FACILITIES ANNEX-JUNE13		
			2173	LEASE-SUITES 5-9/ESA ANNEX-JUN13		
Remit to: SAN JUAN CAPISTRANO, CA					FYTD:	$188,568.49
MORENO VALLEY HISPANIC CHAMBER OF COMMER	217418	05/28/2013	05132013	ADELANTE MEETINGS-2/5/13 & 3/5/13		$80.00
			5/7/13 ADELANTE	ADELANTE MEETING ATTENDANCE		
Remit to: MORENO VALLEY, CA					FYTD:	$7,040.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
MORENO VALLEY HISPANIC CHAMBER OF COMMERCE	217436	05/28/2013	RCT#328754	REFUND-RENTAL DEPOSIT-MOBILE STAGE UNIT	$100.00
Remit to: MORE, CA				FYTD:	$100.00
MORENO VALLEY UTILITY	217378	05/28/2013	7013411-01/APR13	ELECTRICITY-UTILITY FIELD OFFICE	$99.05
Remit to: HEMET, CA				FYTD:	$718,121.58
MORENO, MARIO	217308	05/20/2013	5/28-5/30/13	TRAVEL PER DIEM-TRAINING/SOUTHERN CA. GANG CONFERENCE	$150.00
Remit to: MORENO VALLEY, CA				FYTD:	$275.00
MORGAN, LISA A.	9263	05/06/2013	130501	RETIREE MEDICAL MAY '13	$318.73
Remit to: MENTONE, CA				FYTD:	$3,187.30
MR. CLEAN MAINTENANCE SYSTEMS	217260	05/13/2013	9952	WOODFLOOR SAND AND FINISH-CRC DANCE ROOM FLOOR	$5,400.00
Remit to: COLTON, CA				FYTD:	$7,006.00
MTGL, INC	217262	05/13/2013	0044051	CONSULTING SERVICES, GEOTECHNICAL - CITYWIDE PAVEMENT RESURFACIN	$17,615.00
			0044050	CONSULTING SERVICES, GEOTECHNICAL - ALESSANDRO IMPROVEMENT	
			0043098	CONSULTING SERVICES, GEOTECHNICAL - SUNNYMEAD RANCH PARKWAY	
			0043099	CONSULTING SERVICES, GEOTECHNICAL - ALESSANDRO IIMPROVEMENT	
Remit to: ANAHEIM, CA				FYTD:	$17,615.00
MUSICSTAR	217309	05/20/2013	MAY-2013	INSTRUCTOR SVCS-GUITAR, MUSICSTAR KIDZ, & PIANO FOR KIDS CLASSES	$853.20

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$7,183.80
NATIONWIDE RETIREMENT SOLUTIONS CP	9296	05/03/2013	2013-00000048	8020 - DEF COMP PST - NATIONWIDE		$2,852.30
Remit to: COLUMBUS, OH					FYTD:	$675,276.51
NATIONWIDE RETIREMENT SOLUTIONS CP	9402	05/16/2013	2013-00000075	8020 - DEF COMP PST - NATIONWIDE*		$2,543.67
Remit to: COLUMBUS, OH					FYTD:	$675,276.51
NATIONWIDE RETIREMENT SOLUTIONS CP	9464	05/31/2013	2013-00000103	8020 - DEF COMP PST - NATIONWIDE*		$2,688.56
Remit to: COLUMBUS, OH					FYTD:	$675,276.51
NATIONWIDE RETIREMENT SOLUTIONS CP	9466	05/31/2013	2013-00000105	8210 - 401(A) 3% DM - NATIONWIDE*		$1,321.58
Remit to: COLUMBUS, OH					FYTD:	$675,276.51
NAVARRETTE, RALPH	9264	05/06/2013	130501	RETIREE MEDICAL MAY '13		$146.32
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$1,861.55
NEIGHBORHOOD SMOKE	217232	05/13/2013	BL#23064-YR2013	REFUND OF OVERPAYMENT FOR B/L #23064		$97.95
Remit to: MORENO VALLEY, CA					FYTD:	$97.95
NELSON, MICHELE	217210	05/13/2013	5/13-5/24/13	TRAVEL PER DIEM-ICE HOMICIDE & DEATH INVESTIGATION TRNG COURSE		$400.00
Remit to: MORENO VALLEY, CA					FYTD:	$650.00
NELSON, ROBERT	9265	05/06/2013	130501	RETIREE MEDICAL MAY '13		$255.43

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: ONTARIO, CA					FYTD:	$2,879.30
NELSON, RUTH L.	9266	05/06/2013	130501	RETIREE MEDICAL MAY '13		$173.37
Remit to: PERRIS, CA					FYTD:	$1,695.90
NEUSTAEDTER, CRAIG S	217130	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: IRVINE, CA					FYTD:	$3,187.30
NEW HORIZON MOBILE HOME PARK	9438	05/28/2013	MARCH 2013 a	REFUND UTILITY USER TAXES FOR EXEMPT RESIDENTS		$12.36
Remit to: LOS ANGELES, CA					FYTD:	$109.39
NEW WORLD SYSTEMS, CORP	9214	05/06/2013	027288	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT		$4,527.93
			027240	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT		
			027461	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT		
Remit to: TROY, MI					FYTD:	$221,972.71
NEW WORLD SYSTEMS, CORP	9317	05/13/2013	027605	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT		$2,198.84
			027537	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT		
Remit to: TROY, MI					FYTD:	$221,972.71
NEW WORLD SYSTEMS, CORP	9439	05/28/2013	027906	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT		$1,385.60
Remit to: TROY, MI					FYTD:	$221,972.71
NEXUS IS, INC.	9382	05/20/2013	JC627950	CISCO SWITCHES FOR ANNEX 1		$14,490.83
Remit to: VALENCIA, CA					FYTD:	$97,802.52

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
NGUYEN, QUANG	9383	05/20/2013	MAR-APR 2013	MILEAGE REIMBURSEMENT		$87.01
Remit to: AZUSA, CA					FYTD:	$641.54
NIEBURGER, JUDITH A.	217131	05/06/2013	130501	RETIREE MEDICAL MAY '13		$401.42
Remit to: MORENO VALLEY, CA					FYTD:	$4,014.20
NINYO & MOORE GEOTECHNICAL	9440	05/28/2013	172493	CONSULTING SEVICES, GEOTECHNICAL - SR-60/MB PH I		$20,885.75
Remit to: SAN DIEGO, CA					FYTD:	$107,902.25
NORMAN A. TRAUB ASSOCIATES	9318	05/13/2013	13036SR.1	INVESTIGATION SERVICES		$503.55
Remit to: YORBA LINDA, CA					FYTD:	$22,221.30
OAKLEY SALES CORP	217379	05/28/2013	724056390	SAFETY EYE WEAR FOR PD MOTOR OFFICER		$82.58
Remit to: LOS ANGELES, CA					FYTD:	$1,468.31
OASIS COMMUNITY CHURCH	217323	05/20/2013	P10-020	RELEASE OF GRADING AND EROSION CONTROL DEPOSIT		$7,900.00
Remit to: MORENO VALLEY, CA					FYTD:	$7,900.00
OLEG REUT	217326	05/20/2013	PA13-0010	80% REFUND FOR WITHDRAWN PLANNING APPLICATION		$2,428.80
Remit to: TARZANA, CA					FYTD:	$2,428.80
OPTUS, INC	217284	05/20/2013	TQI191265	NEC IP SIP D-TERM TELEPHONES		$3,900.96
Remit to: JONESBORO, AZ					FYTD:	$43,660.71
ORIGINAL SUNNYMEAD BURGERS	217235	05/13/2013	BL#17890-YR2013	REFUND OF OVERPAYMENT FOR B/L #17890		$92.00
Remit to: MORENO VALLEY, CA					FYTD:	$92.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
ORROCK, POPKA, FORTINO & BRISLIN	9319	05/13/2013	90-035Z STMT 6	LEGAL DEFENSE COSTS - V. GOODWIN		$72.00
Remit to: RIVERSIDE, CA					FYTD:	$16,243.13
ORROCK, POPKA, FORTINO & BRISLIN	9384	05/20/2013	90-035M STMT 5	LEGAL DEFENSE COSTS - V. GOODWIN		$1,692.00
			90-036M STMT 1	LEGAL DEFENSE COSTS - P. O'DANE CLAIM		
			90-036M STMT 2	LEGAL DEFENSE COSTS - P. O'DANE CLAIM		
Remit to: RIVERSIDE, CA					FYTD:	$16,243.13
PACIFIC SAFETY CENTER	9320	05/13/2013	69482	CONFINED SPACE TRAINING CLASS - 12/6/12		$1,950.00
Remit to: SAN DIEGO, CA					FYTD:	$1,950.00
PACIFIC TELEMANAGEMENT SERVICES	9321	05/13/2013	523833	PAYPHONE SERVICES		$313.20
			523833 a	PAYPHONE SERVICES		
Remit to: SAN RAMON, CA					FYTD:	$3,507.84
PAINTING BY ZEB BODE	9322	05/13/2013	132804	PAINTING OF ABOVE GROUND FUEL STORAGE TANKS-FIRE ST.# 2, 48 & 91		$2,600.00
Remit to: NORCO, CA					FYTD:	$45,663.00
PARADIGM ENERGY CONSULTING	9385	05/20/2013	MVU-04-2013	CONSULTING SERVICES RE: MV UTILITY 10-YR RESOURCE PLAN		$1,400.00
Remit to: SACRAMENTO, CA					FYTD:	$17,200.00
PATTERSON, ALFREY	217132	05/06/2013	130501	RETIREE MEDICAL MAY '13		$146.32
Remit to: MORENO VALLEY, CA					FYTD:	$1,861.55

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
PEDLEY SQUARE VETERINARY CLINIC	9442	05/28/2013	MAR-2013	VETERINARY SERVICES FOR MV ANIMAL SHELTER		$9,593.00
Remit to: RIVERSIDE, CA					FYTD:	$67,278.25
PERRY, NORMA	9267	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: LOCKEFORD, CA					FYTD:	$3,187.30
PERS LONG TERM CARE PROGRAM	217098	05/06/2013	2013-00000054	4720 - PERS LONG TERM CARE		$458.63
Remit to: PASADENA, CA					FYTD:	$10,548.49
PERS LONG TERM CARE PROGRAM	217285	05/20/2013	2013-00000084	4720 - PERS LONG TERM CARE		$458.63
Remit to: PASADENA, CA					FYTD:	$10,548.49
PERS RETIREMENT	9362	05/07/2013	P130412b	PERS RETIREMENT CLASSIC		$465.72
Remit to: SACRAMENTO, CA					FYTD:	$5,596,057.52
PERS RETIREMENT	9407	05/10/2013	P130426a	PERS RETIREMENT - CLASSIC		$9,014.19
Remit to: SACRAMENTO, CA					FYTD:	$5,596,057.52
PERS RETIREMENT	9408	05/10/2013	P130426b	PERS RETIREMENT - PEPRA		$1,623.15
Remit to: SACRAMENTO, CA					FYTD:	$5,596,057.52
PIP PRINTING	9443	05/28/2013	53691	POSTCARD PRINTING WITH MAILING SERVICES		$3,301.21
Remit to: MORENO VALLEY, CA					FYTD:	$10,449.25
POUNDS, NANCY	9268	05/06/2013	130501	APR '13, PD MAY '13		$318.73

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: BOISE, ID					FYTD:	$2,868.57
PRETZELMAKER	217239	05/13/2013	BL#22776-YR2013	REFUND OF OVERPAYMENT FOR B/L #22776		$80.28
Remit to: MORENO VALLEY, CA					FYTD:	$80.28
PRICE, GEORGE E.	9269	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
PROFESSIONAL COMMUNICATIONS NETWORK PCN	217380	05/28/2013	130500452	LIVE ANSWERING SERVICE FOR TOW PROGRAM		$1,063.45
			130400445	LIVE ANSWERING SERVICE FOR TOW PROGRAM		
Remit to: RIVERSIDE, CA					FYTD:	$6,024.45
PULLIAM, TRENT D.	9270	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MISSION VIEJO, CA					FYTD:	$3,187.30
PYRO SPECTACULARS, INC.	217383	05/28/2013	50271	DEPOSIT FOR JULY 4, 2013 FIREWORKS DISPLAY		$15,000.00
Remit to: RIALTO, CA					FYTD:	$30,000.00
QUALITY BOOKS, INC.	217099	05/06/2013	169284	CHILDREN'S ENGLISH LANGUAGE SRP BOOKS FOR LIBRARY		$631.46
			169285	CHILDREN'S SPANISH LANGUAGE SRP BOOKS FOR LIBRARY		
Remit to: OREGON, IL					FYTD:	$631.46
QUALITY CODE PUBLISHING, LLC	9323	05/13/2013	2013-152	SUPPLEMENT SERVICE TO THE MV MUNICIPAL CODE		$1,604.32
Remit to: SEATTLE, WA					FYTD:	$4,720.95
RAINBOW BOOK COMPANY	217100	05/06/2013	0101878	ENGLISH LANGUAGE CHILDREN'S BOOKS FOR LIBRARY		$2,946.41

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
RAINBOW BOOK COMPANY	217100	05/06/2013	0101879	SPANISH LANGUAGE CHILDREN'S BOOKS FOR LIBRARY		$2,946.41
Remit to: LAKE ZURICH, IL					FYTD:	$2,946.41
RAQUEL CERVANTES	217220	05/13/2013	R13-059476	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
RASMUSSEN BROTHERS CONSTRUCTION	217286	05/20/2013	MVPD MR 3 Ret	CONSTRUCTION CONTRACT - MVPD MONITOR ROOM		$10,200.05
			MVPD 4 Retention	CONSTRUCTION CONTRACT - MVPD TRAFFIC DIV. OFFICE		
Remit to: FALLBROOK, CA					FYTD:	$251,330.57
RAY VASQUES CERAMIC TILE CONTRACTOR	217441	05/28/2013	BL#15242-YR2013	REFUND OF OVERPAYMENT FOR BL#15242		$54.00
Remit to: MORENO VALLEY, CA					FYTD:	$54.00
RAY-RAMIREZ, DARCY L.	217133	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: RIVERSIDE, CA					FYTD:	$3,187.30
RAYS BARBER & BEAUTY SALON	217325	05/20/2013	BL#05552-YR2013	REFUND OF OVERPAYMENT FOR BL#05552		$60.50
Remit to: MORENO VALLEY, CA					FYTD:	$60.50
RBF CONSULTING, INC.	9444	05/28/2013	847504	CONSULTING SVCS-IS/MND FOR ALESSANDRO BLVD CORRIDOR IMPLEMENTAT.		$6,158.50
			842612	CONSULTING SERVICES, ENGINEERING - CACTUS/NASON		
Remit to: IRVINE, CA					FYTD:	$90,536.38
RDO EQUIPMENT CO, INC	217101	05/06/2013	P51472	FRONT DIFFERENTIAL ASSEMBLY & PLUG FOR BACKHOE		$8,598.28

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$8,598.28
REEIS CA, INC	217442	05/28/2013	BL#26211-YR2013	REFUND OF OVERPAYMENT FOR BL#26211		$73.74
Remit to: RIVERSIDE, CA					FYTD:	$73.74
Regina Yanez	217255	05/13/2013	493872	REFUND PICNIC SHELTER		$37.00
Remit to: MORENO VALLEY, CA					FYTD:	$37.00
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	9325	05/13/2013	10961174	LINEN RENTAL FOR CRC		$25.00
Remit to: LOS ANGELES, CA					FYTD:	$1,670.43
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	9386	05/20/2013	10892047	LINEN RENTAL FOR CRC		$260.82
			10967913	LINEN RENTAL FOR CRC		
			S220571	LINENS FOR SPECIAL EVENTS AT CRC		
			10898400	LINEN RENTAL FOR CRC		
			10973878	LINEN RENTAL FOR CRC		
			S197511	LINENS FOR SPECIAL EVENTS AT CRC		
			10809921	LINEN RENTAL FOR CRC		
			10879365	LINEN RENTAL FOR CRC		
			10854952	LINEN RENTAL FOR CRC		
Remit to: LOS ANGELES, CA					FYTD:	$1,670.43
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	9445	05/28/2013	10979822	LINEN RENTAL FOR CRC		$89.00
			S224315	LINENS FOR SPECIAL EVENTS AT CRC		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
Remit to: LOS ANGELES, CA				FYTD:	$1,670.43
RHA LANDSCAPE ARCHITECTS-PLANNERS	217385	05/28/2013	0413024	SHADOW MOUNTAIN PARK RAMP MODIFICATION DESIGN SERVICES	$1,600.00
Remit to: RIVERSIDE, CA				FYTD:	$3,430.00
RICHARD DIXON	217310	05/20/2013	5/28-5/30/13	TRAVEL PER DIEM-TRAINING/SOUTHERN CA. GANG CONFERENCE	$150.00
Remit to: MORENO VALLEY, CA				FYTD:	$325.00
RICHARD YOUNG	217313	05/20/2013	304	GOLD RUSH COUNTRY BAND-5/31/13 CONCERT AT TOWNGATE PARK	$1,500.00
Remit to: LOS ANGELES, CA				FYTD:	$1,500.00
RICK HARTMANN	217125	05/06/2013	130501	RETIREE MEDICAL MAY '13	$318.73
Remit to: SAN DIMAS, CA				FYTD:	$2,549.84
RIGHTWAY SITE SERVICES, INC.	217287	05/20/2013	723368	PORTABLE RESTROOM-COTTONWOOD GOLF COURSE	$476.34
			723458	PORTABLE TOILET ON WHEELS/SERVICE FOR M&O DIV.	
			723369	PORTABLE RESTROOMS-EQUESTRIAN CENTER	
Remit to: LAKE ELSINORE, CA				FYTD:	$5,672.51
RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT)	217102	05/06/2013	9990023000-1303	800-MHZ RADIO MONTHLY LEASE	$189.90
Remit to: RIVERSIDE, CA				FYTD:	$23,680.07
RIVERSIDE COUNTY SHERIFF CIVIL DIVISION-WEST	217103	05/06/2013	2013-00000055	1015 - GARNISHMENT - CREDITOR %	$158.43

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$6,035.82
RIVERSIDE COUNTY SHERIFF CIVIL DIVISION-WEST	217288	05/20/2013	2013-00000085	1015 - GARNISHMENT - CREDITOR %		$156.56
Remit to: RIVERSIDE, CA					FYTD:	$6,035.82
RLZ ENGINEERING	9216	05/06/2013	413	CONSULTING SERVICES, ENGINEERING		$5,812.50
Remit to: CORONA, CA					FYTD:	$5,812.50
RODERICK AND ASSOCIATES PROPERTY MANAGEMENT	217240	05/13/2013	BL#16760-YR2013	REFUND OF OVERPAYMENT FOR B/L #16760		$74.26
Remit to: MORENO VALLEY, CA					FYTD:	$74.26
ROGERS, EUGENE	9271	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: PEBBLE BEACH, CA					FYTD:	$3,187.30
RONALD GONZALES	217224	05/13/2013	R13-061316	AS REFUND-TRAP DEPOSIT		$50.00
Remit to: RIVERSIDE, CA					FYTD:	$50.00
ROSA ORELLANA	217165	05/06/2013	1036469	REFUNDS FOR RENTALS		$200.00
Remit to: MORENO VALLEY, CA					FYTD:	$200.00
ROSE GONZALEZ	217341	05/20/2013	MV3130314005	REFUND-CITATION OVERPAYMENT		$57.50
Remit to: OXNARD, CA					FYTD:	$57.50
ROSS, DAVID T.	9272	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
ROSSON, LOUIS A.	9341	05/13/2013	130501A	MAY '13 RETIREE MED REIMBURSEMENT		$269.87
			130501	MAY '13 RETIREE MED REIMBURSEMENT		
Remit to: PERRIS, CA					FYTD:	$2,749.84
ROTO-ROOTER PLUMBERS	9326	05/13/2013	IE242258	PLUMBING REPAIR-MAIN LINE CLEARED AT WESTON PARK		$205.00
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$929.23
ROTO-ROOTER PLUMBERS	9387	05/20/2013	IE242267	PLUMBING REPAIR-2" LINES CLEARED AT MORRISON PARK		$160.87
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$929.23
RUDY MOLINA	217163	05/06/2013	1036422	REFUNDS FOR RENTALS		$750.00
Remit to: MORENO VALLEY, CA					FYTD:	$750.00
RUSSO, JOHN	9273	05/06/2013	130501	RETIREE MEDICAL MAY '13		$146.32
Remit to: RANCHO MIRAGE, CA					FYTD:	$1,861.55
RUTH CASALES	217153	05/06/2013	R12-056984	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
SA ASSOCIATES	9217	05/06/2013	79	CONSULTING SERVICES, ENGINEERING		$4,350.00
Remit to: ARCADIA, CA					FYTD:	$107,775.00
SABRE LIGHTING AND SIGNS	217193	05/13/2013	5231	VINYL LETTERING FOR VARIOUS DOOR SIGNAGE AT ANNEX 1		$130.00
Remit to: MORENO VALLEY, CA					FYTD:	$6,578.70
SABRE LIGHTING AND SIGNS	217289	05/20/2013	5230	MV ELECTRIC UTILITY SIGN FOR NEW BLDG.-LETTERS, LOGO & INSTALL		$1,147.91

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$6,578.70
SAFEWAY SIGN CO.	9388	05/20/2013	93686	TRAFFIC SIGNS, POSTS, HARDWARE		$267.30
Remit to: ADELANTO, CA					FYTD:	$20,141.63
Sanath Siriwardena	217245	05/13/2013	493950	REFUND GUITAR CLASS CANCELLED		$61.00
Remit to: MORENO VALLEY, CA					FYTD:	$61.00
SANDRA THER	217445	05/28/2013	R13-059258	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY , CA					FYTD:	$20.00
SANDRA JO GIL	217340	05/20/2013	MV4130325015	REFUND-CITATION OVERPAYMENT		$57.50
Remit to: MORENO VALLEY, CA					FYTD:	$57.50
SARAH HAYES	217158	05/06/2013	1034817	REFUND FOR TOWNGATE DEPOSIT		$200.00
Remit to: MORENO VALLEY, CA					FYTD:	$200.00
SARAH ORTIZ	217324	05/20/2013	R13-061851	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MENIFEE, CA					FYTD:	$20.00
SCHIEFELBEIN, LORI C.	217134	05/06/2013	130501	APR '13, PD MAY '13		$318.73
Remit to: BULLHEAD CITY, AZ					FYTD:	$16,552.30
SCHIEFELBEIN, LORI C.	217386	05/28/2013	APR 2013	CONSULTANT SVCS-ROTATIONAL TOW PROGRAM		$1,058.75
Remit to: BULLHEAD CITY, AZ					FYTD:	$16,552.30
SCHUMAN, MICHAEL	9274	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$3,187.30
SCMAF - INLAND VALLEY	217104	05/06/2013	2013-7	YOUTH BASKETBALL ENTRY FEES		$525.00
Remit to: EL MONTE, CA					FYTD:	$790.00
SCMAF - INLAND VALLEY	217194	05/13/2013	1355	2013 YOUTH BASKETBALL FINALS FEES		$125.00
Remit to: EL MONTE, CA					FYTD:	$790.00
SECTRAN SECURITY, INC	217290	05/20/2013	13050632 - ENT	ARMORED TRANSPORT SERVICES-MV UTILITY		$477.00
			13050632 - CH	ARMORED TRANSPORT SERVICES-CITY HALL		
			13050632 - PR	ARMORED TRANSPORT SERVICES-PARKS & COMM. SVCS		
Remit to: LOS ANGELES, CA					FYTD:	$5,247.00
SECURITY AND COMMUNICATIONS CONSULTING	9389	05/20/2013	03113	CONSULTING SVCS-CITYWIDE CAMERA SURVEILLANCE SYSTEM/MAR. 2013		$11,677.60
Remit to: CLOVIS, CA					FYTD:	$62,052.40
SECURITY LOCK & KEY	9327	05/13/2013	25672	LOCK CYLINDER CHANGE & DUPLICATE KEYS		$69.27
Remit to: YUCAIPA, CA					FYTD:	$15,635.04
SECURITY LOCK & KEY	9390	05/20/2013	25900	REPAIR OF LOCK ON FIRE SAFE CABINETS-WO#13-0595		$93.42
Remit to: YUCAIPA, CA					FYTD:	$15,635.04
SHALANA GREY	217156	05/06/2013	R13-060176	AS REFUND-SPAY/NEUTER DEPOSIT		$75.00
Remit to: HAWTHORNE, CA					FYTD:	$75.00
SHARON GREY	217157	05/06/2013	R13-060180	AS REFUND-SPAY/NEUTER DEPOSIT		$75.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$75.00
SHARRETT, SHARON K.	9275	05/06/2013	130501	RETIREE MEDICAL MAY '13		$173.37
Remit to: ONTARIO, CA					FYTD:	$1,695.90
SHAWNA HAMON	217321	05/20/2013	R13-061019	AS REFUND-SPAY/NEUTER DEPOSIT		$75.00
Remit to: RIVERSIDE, CA					FYTD:	$75.00
SHEILA BAGGETT	217334	05/20/2013	MV3130326027	REFUND-CITATION OVERPAYMENT		$18.00
Remit to: MORENO VALLEY, CA					FYTD:	$18.00
SHELDON, STUART H.	217135	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MURRIETA, CA					FYTD:	$3,187.30
SHELL OIL CO.	217387	05/28/2013	065124489305	FUEL PURCHASES-PD MOTORCYCLES		$1,894.50
Remit to: COLUMBUS, OH					FYTD:	$20,413.06
SHERRI MILLIGAN	217434	05/28/2013	1037598	REFUND - CANCELLATION BY CLIENT		$29.60
Remit to: MORENO VALLEY, CA					FYTD:	$29.60
SILICON FORENSICS, INC	217452	05/28/2013	101872	FORENSIC COMPUTER WORKSTATION		$4,638.60
Remit to: POMONA, CA					FYTD:	$4,638.60
SILVERIA GARCIA	217339	05/20/2013	MV99478	REFUND-CITATION OVERPAYMENT		$407.50
Remit to: MORENO VALLEY, CA					FYTD:	$407.50
SKECHERS	217327	05/20/2013	7013669-01/APR13	SOLAR INCENTIVE REBATE		$6,207.65

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$6,207.65
SKY PUBLISHING	217105	05/06/2013	13_3_318	1/2 PAGE SHOP MOVAL ADVERTISEMENT/MAY 2-4 ISSUE		$857.00
Remit to: MORENO VALLEY, CA					FYTD:	$59,519.00
SKY PUBLISHING	217195	05/13/2013	13_3_145	FULL PAGE AD FOR USED OIL FILTER RECYCLING & EXCHANGE EVENT		$2,325.00
			13_3_146	1/2 PAGE AD FOR USED OIL RECYCLING LOCATIONS		
Remit to: MORENO VALLEY, CA					FYTD:	$59,519.00
SKY TRAILS MOBILE VILLAGE	9446	05/28/2013	APRIL 2013	REFUND UTILITY USER TAXES FOR EXEMPT RESIDENTS		$47.40
Remit to: LOS ANGELES, CA					FYTD:	$465.38
SLAGERMAN, SUSAN A.	9276	05/06/2013	130501	MAR' 13, PD MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
SMITH, MARIA A.	9277	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
SOCO GROUP, INC	9218	05/06/2013	692814	FUEL FOR CITY VEHICLES & EQUIPMENT		$15,764.99
			693506	FUEL FOR CITY VEHICLES & EQUIPMENT		
Remit to: PERRIS, CA					FYTD:	$317,670.41
SOSA, HUGO	9457	05/28/2013	MAY-2013	INSTRUCTOR SVCS-TRADITIONAL KARATEDO CLASS		$270.00
Remit to: ELK GROVE, CA					FYTD:	$1,380.00
SOSA, HUGO	217261	05/13/2013	FEB-2013	INSTRUCTOR SVCS-TRADITIONAL KARATEDO CLASS		$420.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
SOSA, HUGO	217261	05/13/2013	MAR-2013	INSTRUCTOR SVCS-TRADITIONAL KARATEDO CLASS		$420.00
			APR-2013	INSTRUCTOR SVCS-TRADITIONAL KARATEDO CLASS		
Remit to: ELK GROVE, CA					FYTD:	$1,380.00
SOUTH COAST AIR QUALITY MGMT DISTRICT	217388	05/28/2013	2595776	AQMD "HOT SPOTS" PROGRAM FEE-JULY 2012 TO JUNE 2013		$116.61
Remit to: DIAMOND BAR, CA					FYTD:	$3,879.54
SOUTH COAST AIR QUALITY MGMT DISTRICT	217421	05/28/2013	FORM 222-B	APPLICATION FOR RULE 222 - BOILER/HEATER		$173.56
Remit to: DIAMOND BAR, CA					FYTD:	$3,879.54
SOUTHBOUND AND COMPANY	217148	05/06/2013	320	SOUTHBOUND AND COMPANY BAND-5/17/13 CONCERT AT TOWNGATE PARK		$1,000.00
Remit to: RIVERSIDE, CA					FYTD:	$1,000.00
SOUTHERN CALIFORNIA EDISON 1	217106	05/06/2013	APR-13 5/6/13	ELECTRICITY		$5,424.75
Remit to: ROSEMEAD, CA					FYTD:	$2,913,589.27
SOUTHERN CALIFORNIA EDISON 1	217196	05/13/2013	APR-13 5/13/13	ELECTRICITY		$19,644.07
Remit to: ROSEMEAD, CA					FYTD:	$2,913,589.27
SOUTHERN CALIFORNIA EDISON 1	217292	05/20/2013	7500265388	RELIABILITY SERVICE-DLAP_SCE_SEES_HV		$216.86
Remit to: ROSEMEAD, CA					FYTD:	$2,913,589.27
SOUTHERN CALIFORNIA EDISON 1	217389	05/28/2013	APR-13 5/28/13	ELECTRICITY		$16,677.87
			MAY-13 5/28/13	ELECTRICITY		

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: ROSEMEAD, CA					FYTD:	$2,913,589.27
SOUTHERN CALIFORNIA GAS CO.	217293	05/20/2013	APR-2013	GAS CHARGES		$4,227.10
Remit to: MONTEREY PARK, CA					FYTD:	$59,146.79
SOUTHERN CALIFORNIA GAS CO.	217390	05/28/2013	17826018594 5/20	GAS CHARGES-ANNEX BLDG 1		$146.19
Remit to: MONTEREY PARK, CA					FYTD:	$59,146.79
SPARKLETTS	217197	05/13/2013	7364551 042313	BOTTLED WATER/SVC-SUNNYMEAD ELEMENTARY "A CHILDS PLACE"		$16.29
Remit to: DALLAS, TX					FYTD:	$1,092.05
SPARKLETTS	217294	05/20/2013	7364596 050213	BOTTLED WATER/SVC-CREEKSIDE ELEMENTARY "A CHILDS PLACE"		$41.14
			7363683 050213	BOTTLED WATER/SVC-ARMADA ELEMENTARY "A CHILDS PLACE"		
Remit to: DALLAS, TX					FYTD:	$1,092.05
SPARKLETTS	217391	05/28/2013	7387294 050713	BOTTLED WATER/SVC-COTTONWOOD GOLF COURSE		$5.00
Remit to: DALLAS, TX					FYTD:	$1,092.05
SPECK, GARY B.	9278	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
SPENCER, MARTHA	9279	05/06/2013	130501	RETIREE MEDICAL MAY '13		$146.32
Remit to: MORENO VALLEY, CA					FYTD:	$1,861.55
SPRINT	9447	05/28/2013	634235346-032	CELLULAR PHONE SVC FOR PD SET		$864.73
			417544340-077	CELLULAR PHONE SVC FOR PD GTF		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: CAROL STREAM, IL					FYTD:	$8,687.74
SPRINT	217392	05/28/2013	LCI-158580	CELLULAR TECH EXTRACTION & LOCATOR SVCS		$500.00
			LCI-168800	CELLULAR TECH EXTRACTION & LOCATOR SVCS		
			LCI-170343	CELLULAR TECH EXTRACTION & LOCATOR SVCS		
Remit to: KANSAS CITY, MO					FYTD:	$8,687.74
STA STUDENT TRANSPORTATION OF AMERICA	217198	05/13/2013	5433074	BUS SERVICE FOR "A CHILD'S PLACE" FIELD TRIP		$208.69
Remit to: GOLETA, CA					FYTD:	$8,663.89
STANDARD INSURANCE CO	217149	05/06/2013	130501	SUPPLEMENTAL INSURANCE		$1,984.27
Remit to: PORTLAND, OR					FYTD:	$334,248.95
STANLEY CONVERGENT SECURITY SOLUTNS, INC	9328	05/13/2013	9962964	ALARM SYSTEM MONITORING SVCS-FIRE ST. #58		$958.07
			10115460	SECURITY SYSTEM MONITORING-PARKS SNACK BARS		
			10087786	ADDITION TO INTRUSION ALARM SYSTEM AT ANNEX 1 BLDG.		
Remit to: PALATINE, IL					FYTD:	$48,563.98
STANLEY CONVERGENT SECURITY SOLUTNS, INC	9391	05/20/2013	10151655	ANIMAL SHELTER FIRE ALARM ZONE 22 SERVICE/BATTERY REPLACED		$1,181.95
			10074737	ALARM SYSTEM AT CRC-REPLACED 4 BATTERIES & 1 12V-7AMP BATTERY		
Remit to: PALATINE, IL					FYTD:	$48,563.98
STANLEY CONVERGENT SECURITY SOLUTNS, INC	9448	05/28/2013	10103680	SECURITY SYSTEM MONITORING-MORRISON PARK SNACK BAR		$1,990.38

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
STANLEY CONVERGENT SECURITY SOLUTNS, INC	9448	05/28/2013	10105295	ALARM SYSTEM MONITORING SVCS-COTTONWOOD GOLF COURSE	$1,990.38
			10197511	SECURITY SYSTEM MONITORING-SUNNYMEAD/BETHUNE PARKS SNACK BARS	
			10192349	ALARM SYSTEM MONITORING SVCS-EOC	
			10137884	ALARM SYSTEM MONITORING SVCS-CITY HALL	
			10134689	ALARM SYSTEM MONITORING SVCS-LIBRARY	
			9982612	REPAIRS TO MOTION SENSOR-ZONE 9 AT GOLF COURSE WO#12-0251	
			10117154	ALARM SYSTEM MONITORING SVCS-RED MAPLE FOR "A CHILD'S PLACE"	
Remit to: PALATINE, IL				FYTD:	$48,563.98
STARLETTA SUTTON	217443	05/28/2013	CK#2079	REISSUE UNCLAIMED CK#2079 DTD 5/6/09	$170.19
Remit to: ALTADENA, CA				FYTD:	$170.19
STATE BOARD OF EQUALIZATION 1	9411	05/23/2013	043013	SALES & USE TAX FOR THE PERIOD 4/1-4/30/13	$2,713.00
Remit to: SACRAMENTO, CA				FYTD:	$23,529.12
STATE DISBURSEMENT UNIT	9295	05/03/2013	2013-00000047	1005 - GARNISHMENT - CHILD SUPPORT*	$1,882.76
Remit to: WEST SACRAMENTO, CA				FYTD:	$53,004.25
STATE DISBURSEMENT UNIT	9401	05/16/2013	2013-00000074	1005 - GARNISHMENT - CHILD SUPPORT*	$1,940.79
Remit to: WEST SACRAMENTO, CA				FYTD:	$53,004.25
STATE DISBURSEMENT UNIT	9465	05/31/2013	2013-00000104	1005 - GARNISHMENT - CHILD SUPPORT*	$1,964.97

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: WEST SACRAMENTO, CA					FYTD:	$53,004.25
STATE OF CALIFORNIA DEPT. OF JUSTICE	217108	05/06/2013	937971 (PCS)	FINGERPRINTING SVCS-SPORTS VOLUNTEER		$32.00
Remit to: SACRAMENTO, CA					FYTD:	$33,734.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	217109	05/06/2013	953046 (PCS)	FINGERPRINTING SVCS-CONTRACT CLASS INSTRUCTORS		$448.00
			953046 (BL)	FINGERPRINTING SVCS-BUS. LICENSE RELATED		
			953046 (HR)	FINGERPRINTING SVCS-HR DEPT/EMPLOYMENT RELATED		
Remit to: SACRAMENTO, CA					FYTD:	$33,734.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	217110	05/06/2013	958205 (HR)	FINGERPRINTING SVCS-HR DEPT/EMPLOYMENT RELATED		$352.00
			958205 (BL)	FINGERPRINTING SVCS-BUS. LICENSE RELATED		
Remit to: SACRAMENTO, CA					FYTD:	$33,734.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	217295	05/20/2013	958205 (SRTS)	FINGERPRINTING SVCS-SRTS PROGRAM		$96.00
			953046	FINGERPRINTING SVCS-HR DEPT/EMPLOYMENT RELATED		
Remit to: SACRAMENTO, CA					FYTD:	$33,734.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	217296	05/20/2013	963289 (BL)	FINGERPRINTING SVCS-BUS. LICENSE RELATED		$448.00
			963289 (HR)	FINGERPRINTING SVCS-HR DEPT/EMPLOYMENT RELATED		
			963289 (SRTS)	FINGERPRINTING SVCS-SRTS PROGRAM		
Remit to: SACRAMENTO, CA					FYTD:	$33,734.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
STATE OF CALIFORNIA DEPT. OF JUSTICE	217393	05/28/2013	968246	FINGERPRINTING SVCS-PD		$2,706.00
			972156	BLOOD ALCOHOL ANALYSIS FOR PD		
Remit to: SACRAMENTO, CA					FYTD:	$33,734.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	217394	05/28/2013	937971 (SRTS1)	FINGERPRINTING SVCS-SRTS PROGRAM		$64.00
			937971 (HR1)	FINGERPRINTING SVCS-HR DEPT/EMPLOYMENT RELATED		
Remit to: SACRAMENTO, CA					FYTD:	$33,734.00
STEVE CODY	217222	05/13/2013	R13-059487	AS REFUND-SPAY/NEUTER & RABIES DEPOSITS		$95.00
Remit to: WILLIAMS, AZ					FYTD:	$95.00
STEVE SALAIZ	217420	05/28/2013	MAY-2013	INSTRUCTOR SVCS-TAE KWON DO CLASS		$39.00
Remit to: MIRA LOMA, CA					FYTD:	$234.00
STEVEN M DENYES	217411	05/28/2013	303	TOWNGATE PARK CONCERT-HULLABALOO BAND-6/7/13		$900.00
Remit to: DEL MAR, CA					FYTD:	$900.00
STEWART, CLIFFORD	9281	05/06/2013	130501	RETIREE MEDICAL MAY '13		$210.74
Remit to: GLENDALE, AZ					FYTD:	$2,410.90
STK ARCHITECTURE, INC.	9329	05/13/2013	19736	ANNEX 1 REDESIGN & RENOVATION PROJECT SERVICES		$834.04
Remit to: TEMECULA, CA					FYTD:	$219,081.92
STOPANI, PRISCILLA	217311	05/20/2013	REIMBURSEMENT	MILEAGE & PARKING REIMBURSEMENT FOR APPA SPRING CONF.-TRAINING		$172.10

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: CORONA, CA					FYTD:	$172.10
STRADLING, YOCCA, CARLSON & RAUTH	9449	05/28/2013	279768-0031	LEGAL SERVICES		$8,192.40
			279622-0000	LEGAL SERVICES		
			279614-0036	LEGAL SERVICES		
Remit to: NEWPORT BEACH, CA					FYTD:	$103,319.43
STRICKLER ASSOCIATION, THE	9330	05/13/2013	4600	SURPLUS PROPERTY CONSULTING SERVICES		$1,575.00
Remit to: SAN BERNARDINO, CA					FYTD:	$17,054.98
STRICKLER ASSOCIATION, THE	9450	05/28/2013	4700	CONSULTANT SVCS-HABITAT FOR HUMANITY PROJECT		$1,413.75
Remit to: SAN BERNARDINO, CA					FYTD:	$17,054.98
STROM, BONNIE	9283	05/06/2013	130501	VSP MAY '13, PD MAY '13		$30.33
Remit to: COLTON, CA					FYTD:	$30.33
SUZANNE PARRY	217440	05/28/2013	R13-061214	AS REFUND- RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
SYETA MONROE	217164	05/06/2013	1029093	REFUND PICNIC SHELTER		$64.00
Remit to: MORENO VALLEY, CA					FYTD:	$64.00
SYSCO RIVERSIDE, INC	217246	05/13/2013	BL#26101-YR2013	REFUND OF OVERPAYMENT FOR B/L #26101		$98.31
Remit to: RIVERSIDE, CA					FYTD:	$98.31
TAMI ALTER	217150	05/06/2013	R13-060848	AS REFUND-REF 2 ADOPTIONS		$143.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: SAN JACINTO, CA					FYTD:	$143.00
TARAH MURPHY	217437	05/28/2013	R13-058032	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: LAKE ELSINORE, CA					FYTD:	$20.00
TARAL PATEL	217174	05/06/2013	1030649/1030650	REFUND-READING RASCALS CLASS CANCELLED		$104.87
Remit to: MORENO VALLEY, CA					FYTD:	$104.87
TDI SIGNS	217329	05/20/2013	BL#15502-YR2013	REFUND OF OVERPAYMENT FOR BL#15502		$95.61
Remit to: LONG BEACH, CA					FYTD:	$95.61
THE PENWORTHY COMPANY	9219	05/06/2013	259255	CHILDREN'S SRP BOOKS FOR LIBRARY		$830.38
Remit to: MILWAUKEE, WI					FYTD:	$1,781.53
THE SALVATION ARMY	217169	05/06/2013	1029096	REFURN FOR SPECIAL EVENT		$75.00
Remit to: MORENO VALLEY, CA					FYTD:	$75.00
THERMAL COMBUSTION INNOVATORS	217199	05/13/2013	106609	BIOHAZARD MEDICAL WASTE DISPOSAL SVCS FOR ANIMAL SHELTER		$72.84
Remit to: COLTON, CA					FYTD:	$945.26
THERMAL-COOL INC.	217200	05/13/2013	31701	HARD START KIT FOR AC AT MV EQUESTRIAN CENTER		$121.42
			WO-2066	SERVICE FOR AC AT MV EQUESTRIAN CENTER		
Remit to: RIVERSIDE, CA					FYTD:	$1,967.19
THOMAS MADRIL	217346	05/20/2013	MVP52530	REFUND-CITATION OVERPAYMENT		$13.50
Remit to: RIVERSIDE, CA					FYTD:	$13.50

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
TIJUANA'S TACOS	217247	05/13/2013	BL#24180-YR2013	REFUND OF OVERPAYMENT FOR B/L #24180		$98.12
Remit to: MORENO VALLEY, CA					FYTD:	$98.12
TIOS TACO NO. 3	217248	05/13/2013	BL#06641-YR2013	REFUND OF OVERPAYMENT FOR B/L #06641		$66.95
Remit to: MORENO VALLEY, CA					FYTD:	$66.95
TRANE U.S. INC.	217111	05/06/2013	31904786	CITY HALL-CONTROLS SYSTEM SERVICE AGREEMENT 1946TIS-1 YR.		$4,597.80
Remit to: CITY OF INDUSTRY, CA					FYTD:	$5,075.48
TRICHE, TARA	217312	05/20/2013	MAY-2013	INSTRUCTOR SVCS-DANCE CLASSES		$2,708.40
Remit to: MORENO VALLEY, CA					FYTD:	$24,404.40
TRIPLE T PLUMBING	217447	05/28/2013	BL#19626-YR2013	REFUND OF OVERPAYMENT FOR BL#19626		$96.90
Remit to: MORENO VALLEY, CA					FYTD:	$96.90
TROPICAL PLAZA NURSERY, INC.	9332	05/13/2013	M51807	IRRIGATION REPAIRS-ZONE E-2		$173.04
Remit to: VILLA PARK, CA					FYTD:	$92,063.71
TRUGREEN LANDCARE	9333	05/13/2013	7512718	REMOVE EXISTING CEMENT PAD & INSTALL NEW ONE FOR BACKFLOW CASE		$22,433.06
			7503373	LANDSCAPE MAINT.-ZONE DSG-1		
			7503374	LANDSCAPE MAINT.-ZONE E-16		
			7503372	LANDSCAPE MAINT.-ZONE M		
			7503377	LANDSCAPE MAINT.-ZONE S		
			7503376	LANDSCAPE MAINT.-ZONE E-4 & E-4A		

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
TRUGREEN LANDCARE	9333	05/13/2013	7512652	REPLACEMENT OF 1 1/2" RB PLASTIC VALVE, COUPLING, ETC.-TR.#19541	$22,433.06
			7510335	REPLACEMENT OF 1 1/2" RAIN BIRD PLASTIC VALVE-TR. #85	
			7510325	REPLACEMENT OF 1" RAIN BIRD PLASTIC VALVE-TR. #35	
Remit to: RIVERSIDE, CA				FYTD:	$283,009.79
TRUGREEN LANDCARE	9451	05/28/2013	7464882	IRRIGATION SERVICES FOR JAN. 2013-ZONE E-4	$3,549.52
			7513166	IRRIGATION SERVICES FOR APR. 2013-ZONE E-4	
			7498101	INSTALL 6 YDS OF MULCH ON CTR ISLAND ALONG IRIS AVE BY HOSPITAL	
			7482436	IRRIGATION SERVICES FOR FEB. 2013-ZONE E-4	
			7497820	IRRIGATION SERVICES FOR MAR. 2013-ZONE E-4	
Remit to: RIVERSIDE, CA				FYTD:	$283,009.79
TRUST COMPLETE AUTO REPAIR AND TOWING	217330	05/20/2013	BL#22791-YR2013	REFUND OF OVERPAYMENT FOR BL#22791	$71.18
Remit to: HEMET, CA				FYTD:	$71.18
TW TELECOM	217395	05/28/2013	05504952	TELECOM SVCS-LOCAL/LONG DISTANCE CALLS	$3,137.75
			05504952a	INTERNET & DATA SERVICES	
Remit to: DENVER, CO				FYTD:	$35,889.39
U.S. ALL FIRE PROTECTION SYSTEMS CO.	217331	05/20/2013	FP13-0037 CORR.	REFUND OF FIRE INSPECTION & PERMIT FEES-ALBERTOS MEX. FOOD HOOD	$238.00
Remit to: SOUTH EL MONTE, CA				FYTD:	$238.00
U.S. HEALTHWORKS MEDICAL GROUP	217298	05/20/2013	2264702-CA	EMPLOYMENT DOT PHYSICAL EXAMS	$130.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: LOS ANGELES, CA					FYTD:	$3,614.26
UNDERGROUND SERVICE ALERT	9392	05/20/2013	420130437 b	DIGALERT TICKETS SUBSCRIPTION SERVICE		$381.00
			420130437 a	DIGALERT TICKETS SUBSCRIPTION SERVICE		
			420130437 c	DIGALERT TICKETS SUBSCRIPTION SERVICE		
			420130437 d	DIGALERT TICKETS SUBSCRIPTION SERVICE		
Remit to: CORONA, CA					FYTD:	$4,471.50
UNITED ROTARY BRUSH CORP	9220	05/06/2013	275032	STREET SWEEPER BROOM KITS/RECONDITIONING & REPAIR PARTS		$3,108.04
			275124	STREET SWEEPER BROOM KITS/RECONDITIONING		
			275173	STREET SWEEPER BROOM KITS/RECONDITIONING		
Remit to: ESCONDIDO, CA					FYTD:	$32,016.16
UNITED ROTARY BRUSH CORP	9393	05/20/2013	275259	STREET SWEEPER BROOM KITS/RECONDITIONING & REPAIR PARTS		$1,144.63
Remit to: ESCONDIDO, CA					FYTD:	$32,016.16
UNITED SITE SERVICES OF CA, INC.	9221	05/06/2013	114-1220619	FENCE RENTAL AT ANIMAL SHELTER		$106.65
Remit to: PHOENIX, AZ					FYTD:	$1,277.80
UNITED SITE SERVICES OF CA, INC.	9335	05/13/2013	114-661202	FENCE RENTAL AT ANIMAL SHELTER		$106.40
Remit to: EL MONTE, CA					FYTD:	$1,277.80
UNITED WAY OF INLAND VALLEYS	217112	05/06/2013	2013-00000056	8720 - UNITED WAY		$261.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$8,665.00
UNITED WAY OF INLAND VALLEYS	217299	05/20/2013	2013-00000086	8720 - UNITED WAY		$261.00
Remit to: RIVERSIDE, CA					FYTD:	$8,665.00
UNIVAR USA, INC	217300	05/20/2013	RV568263	AG CHEMICALS FOR CFD #1 PARKS		$873.18
Remit to: LOS ANGELES, CA					FYTD:	$12,038.89
UNIVAR USA, INC	217396	05/28/2013	LA885939	BIRD NETTING MATERIAL FOR CITY YARD CARPORT AREA WO#13-0277		$3,949.65
Remit to: LOS ANGELES, CA					FYTD:	$12,038.89
UNIVERSAL SOCCER	217251	05/13/2013	BL#21232-YR2013	REFUND OF OVERPAYMENT FOR B/L #21232		$75.00
Remit to: MORENO VALLEY , CA					FYTD:	$75.00
URBAN CROSSROADS, INC.	217202	05/13/2013	23885	CONSULTING SERVICES - MV ON CALL TRANSPORTATION FUNDING SUPPORT		$7,632.50
			23936	CONSULTING SERVICES - CACTUS/NASON		
			23803	CONSULTING SERVICES - MV ON CALL TRANSPORTATION FUNDING SUPPORT		
Remit to: IRVINE, CA					FYTD:	$14,557.50
USA MOBILITY/ARCH WIRELESS	9336	05/13/2013	W6218870E	PAGER SERVICE		$34.68
Remit to: SPRINGFIELD, VA					FYTD:	$400.85
VACATE PEST ELIMINATION COMPANY	9337	05/13/2013	40968	PEST CONTROL SERVICE-GOLF COURSE PRO SHOP		$1,440.00
			41237	PEST CONTROL SERVICE-FIRE ST. #65		

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City of Moreno Valley

Payment Register

For Period 5/1/2013 through 5/31/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
VACATE PEST ELIMINATION COMPANY	9337	05/13/2013	40970	PEST CONTROL SERVICE-CITY HALL	$1,440.00
			40822	PEST CONTROL SERVICE-FIRE ST. #91	
			40821	PEST CONTROL SERVICE-FIRE ST. #2	
			40820	PEST CONTROL SERVICE-SENIOR CENTER	
			40819	PEST CONTROL SERVICE-FIRE ST. #58	
			40818	PEST CONTROL SERVICE-LIBRARY	
			40776	RODENT CONTROL-AQUEDUCT	
			40978	PEST CONTROL SERVICE-MARCH FIELD BLDG 823	
			40817	PEST CONTROL SERVICE-FIRE ST. #6	
			40815	PEST CONTROL SERVICE-UTILITY FIELD OFFICE	
			41097	RODENT CONTROL-ELECTRIC UTILITY SUBSTATION	
			41096	RODENT CONTROL-AQUEDUCT	
			40777	RODENT CONTROL-ELECTRIC UTILITY SUBSTATION	
			40814	PEST CONTROL SERVICE-FIRE ST. #99	
			41120	PEST CONTROL SERVICE-TRANSP. TRAILER	
			40971	PEST CONTROL SERVICE-CONFERENCE & REC CTR.	
			40973	PEST CONTROL SERVICE-PUBLIC SAFETY BLDG	
			40976	PEST CONTROL SERVICE-ANNEX BLDG 1	
			40974	PEST CONTROL SERVICE-EOC	
			40977	PEST CONTROL SERVICE-ANIMAL SHELTER	
			40979	PEST CONTROL SERVICE-MARCH FIELD PARK COMM. CTR.	
			41118	PEST CONTROL SERVICE-CITY YARD	
			40813	PEST CONTROL SERVICE-TOWNGATE COMM. CTR.	
			40812	PEST CONTROL SERVICE-FIRE ST. #48	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$17,225.00
VACATE PEST ELIMINATION COMPANY	9452	05/28/2013	41513	BIRD NETTING INSTALLATION-CITY YARD CARPORT AREA WO#13-0277		$3,150.00
Remit to: MORENO VALLEY, CA					FYTD:	$17,225.00
VALLEY PARTY EQUIPMENT RENTALS	217332	05/20/2013	BL#06930-YR2013	REFUND OF OVERPAYMENT FOR BL#06930		$202.04
Remit to: MORENO VALLEY, CA					FYTD:	$202.04
VALOR GROUP PERSONNEL, LLC	217453	05/28/2013	229	EMPLOYMENT PLACEMENT-D. PINSONNEAU, SENIOR ELECTR. ENGINEER-MVU		$17,664.20
Remit to: LAKE WORTH, FL					FYTD:	$17,664.20
VAS ASSOCIATES, INC.	9338	05/13/2013	178	CONSULTING PROJECT MANAGEMENT		$21,120.00
Remit to: CORONA, CA					FYTD:	$230,880.00
VASQUEZ, CAROL	217136	05/06/2013	130501	APR '13 PD MAY '13		$318.73
Remit to: RIALTO, CA					FYTD:	$1,274.92
VERIZON	217203	05/13/2013	EQN6913105-13118	BACKBONE COMMUNICATION CHARGES		$1,744.75
Remit to: TRENTON, NJ					FYTD:	$19,357.27
VERIZON CALIFORNIA	217113	05/06/2013	310 175-9704/'13	ANNUAL PHONE DIRECTORY AD		$58.04
Remit to: DALLAS, TX					FYTD:	$8,366.48
VERIZON CALIFORNIA	217301	05/20/2013	877 811-8700/'13	ANNUAL PHONE DIRECTORY LISTING		$55.10
Remit to: DALLAS, TX					FYTD:	$8,366.48

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
VERIZON CALIFORNIA	217397	05/28/2013	951 UH2-7052/MAY	PHONE CHARGES-ERC		$624.03
Remit to: DALLAS, TX					FYTD:	$8,366.48
VERIZON CALIFORNIA	217398	05/28/2013	1258220327MAY-13	FIOS SERVICES FOR FIRE STATION 99		$101.56
Remit to: DALLAS, TX					FYTD:	$8,366.48
VERIZON WIRELESS	217114	05/06/2013	9703050634	CELLULAR SERVICE FOR PD TICKET WRITERS		$230.18
Remit to: DALLAS, TX					FYTD:	$1,712.33
VICTOR HERNANDEZ	217344	05/20/2013	MV3130226005	REFUND-DISMISSED CITATION		$57.50
Remit to: MORENO VALLEY, CA					FYTD:	$57.50
VICTOR MEDICAL CO	217204	05/13/2013	3249060	ANIMAL MEDICAL SUPPLIES/VACCINES		$3,383.53
			3294109	ANIMAL MEDICAL SUPPLIES/VACCINES		
Remit to: LAKE FOREST, CA					FYTD:	$27,647.75
VIEVU	9453	05/28/2013	5531	REPAIR OF WEARABLE CAMERA FOR PD SET		$193.00
Remit to: SEATTLE, WA					FYTD:	$19,545.00
VIGIL, ERNEST	9284	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
VINCENT, CLARENCE	217137	05/06/2013	130501	APR '13, PD MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$18,393.06
VISION SERVICE PLAN	9222	05/06/2013	130501	EMPLOYEE VISION INSURANCE		$3,937.30

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: SAN FRANCISCO, CA					FYTD:	$43,136.42
VISTA APARTMENTS	217252	05/13/2013	BL#07051-YR2013	REFUND OF OVERPAYMENT FOR B/L #07051		$64.02
Remit to: ORANGE, CA					FYTD:	$64.02
VISTA PAINT CORPORATION	217399	05/28/2013	2013-647044-00	TRAFFIC PAINT		$6,445.33
Remit to: FULLERTON, CA					FYTD:	$43,985.01
VOYAGER FLEET SYSTEM, INC.	9339	05/13/2013	869211615313	CNG FUEL PURCHASES		$2,133.81
Remit to: HOUSTON, TX					FYTD:	$20,299.91
VULCAN MATERIALS CO, INC.	217115	05/06/2013	329890	ASPHALTIC MATERIALS		$1,921.66
			322971	ASPHALTIC MATERIALS		
			328809	ASPHALTIC MATERIALS		
			332906	ASPHALTIC MATERIALS		
			332907	ASPHALTIC MATERIALS		
			335192	ASPHALTIC MATERIALS		
			319804	ASPHALTIC MATERIALS - SURFACE RECYCLING PROJECTS		
Remit to: LOS ANGELES, CA					FYTD:	$21,190.04
WAGGONER JR., GLENN C.	9285	05/06/2013	130501	MAR '13, PD MAY '13		$637.46
			130401	RETIREE MED OMITTED IN ERROR MAR '13		
Remit to: MORENO VALLEY, CA					FYTD:	$2,934.40
WAGNER, GARY D.	9286	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
WAGNER, MARIANNE K	9287	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$1,593.65
WAGONER, ROBERT	9288	05/06/2013	130501	APR '13, PD MAY '13		$362.80
Remit to: ZEPHYRHILLS, FL					FYTD:	$1,814.00
WALLACE CONCRETE, INC	217253	05/13/2013	BL#24257-YR2013	REFUND OF OVERPAYMENT FOR B/L #24257		$81.84
Remit to: YUCAIPA, CA					FYTD:	$81.84
WATER SPECIALIST CONSULTANTS	217401	05/28/2013	REG.-7/30/13 TRN	REGISTR. FEES FOR 4 TO ATTEND RECYCLED WATER SITE SUPV. TRAINING		$180.00
Remit to: LA MESA, CA					FYTD:	$225.00
WEBFORTIS, LLC	217402	05/28/2013	7849	CONSULTING SERVICES FOR MICROSOFT CRM 2011-FIX CODE ERROR		$82.50
Remit to: WALNUT CREEK, CA					FYTD:	$3,795.00
WELLS FARGO BANK	217403	05/28/2013	950784	FEE INVOICE-ANNUAL ADMIN. CHARGES 4/26/13-4/25/14		$2,000.00
Remit to: SAN FRANCISCO, CA					FYTD:	$819,487.56
WEST COAST ARBORISTS, INC.	9340	05/13/2013	87181-A	TREE TRIMMING & REMOVAL SERVICES-PARKS & CONTRACT AREAS		$11,570.00
Remit to: ANAHEIM, CA					FYTD:	$117,390.00
WEST COAST ARBORISTS, INC.	9454	05/28/2013	87680	TREE TRIMMING & REMOVAL SERVICES-PARKS & CONTRACT AREAS		$13,960.00
Remit to: ANAHEIM, CA					FYTD:	$117,390.00

MV00211959

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
WEST COAST ARBORISTS, INC.	217302	05/20/2013	87283	TREE TRIMMING & REMOVAL SERVICES-PARKS & CONTRACT AREAS		$12,040.00
Remit to: ANAHEIM, CA					FYTD:	$117,390.00
WEST PAYMENT CENTER	217404	05/28/2013	827166722	INFORMATION DATABASE SERVICE FOR PD INVESTIGATIONS		$710.96
Remit to: CAROL STREAM, IL					FYTD:	$14,030.52
WESTERN MUNICIPAL WATER DISTRICT	217405	05/28/2013	23866-018292/APR	WATER CHARGES-SKATE PARK		$3,626.27
			23821-018258/APR	WATER CHARGES-MFPCC BLDG 938		
			23821-018257/APR	WATER CHARGES-MFPCC LANDSCAPE		
			24753-018620/APR	WATER CHARGES-MARB BALLFIELDS		
Remit to: ARTESIA, CA					FYTD:	$25,877.56
WIBERG, CHRISTOPHER	217138	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: ANAHEIM, CA					FYTD:	$3,187.30
WIELIN, RONALD A.	9289	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: BANNING, CA					FYTD:	$3,187.30
WILLDAN ENGINEERING	217259	05/13/2013	00314882	ENGINEERING SERVICES - PAVEMENT MANAGEMENT PROGRAM		$12,903.50
			00314966	CONSTRUCTION CONTRACT - PAVEMENT MANAGEMENT PROGRAM		
Remit to: ANAHEIM, CA					FYTD:	$229,285.03
WILLDAN FINANCIAL SERVICES	9223	05/06/2013	010-20563 a	ANNUAL CONTINUING DISCLOSURE SERVICES-2005/2007 LRB		$1,750.00
			010-20563	ANNUAL CONTINUING DISCLOSURE SERVICES-2005 LRB		

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: TEMECULA, CA					FYTD:	$37,008.00
WILLIAMS, JANE L.	9290	05/06/2013	130501	OCT '12 DENTAL/ FEB-MAR '13, PD MAY '13		$256.12
Remit to: GRAND FORKS, ND					FYTD:	$1,611.96
WILLIS, ROBERT H	217116	05/06/2013	042513 - 042813	SPORTS OFFICIATING SERVICES-SOFTBALL		$400.00
			040413 - 042113	SPORTS OFFICIATING SERVICES-SOFTBALL		
			030313	SPORTS OFFICIATING SERVICES-SOFTBALL		
Remit to: PERRIS, CA					FYTD:	$2,100.00
WILLIS, ROBERT H	217406	05/28/2013	051913	SPORTS OFFICIATING SERVICES-SOFTBALL		$160.00
			050913	SPORTS OFFICIATING SERVICES-SOFTBALL		
			050513	SPORTS OFFICIATING SERVICES-SOFTBALL		
Remit to: PERRIS, CA					FYTD:	$2,100.00
WILSON-BEILKE, DENESE	217139	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: GLENDORA, CA					FYTD:	$4,462.22
WURM'S JANITORIAL SERVICES, INC.	9224	05/06/2013	22156	CLEANING OF 3 CHAIRS AT EMP. RESOURCE CENTER		$75.00
Remit to: CORONA, CA					FYTD:	$279,788.95
WURM'S JANITORIAL SERVICES, INC.	9395	05/20/2013	22203	JANITORIAL SVCS-CITY YARD & TRANSP. TRAILER		$21,970.34
			22213	JANITORIAL SVCS-SUNNYMEAD MIDDLE SCHOOL/ASES		
			22202	JANITORIAL SVCS-CITY HALL		
			22205	JANITORIAL SVCS-EOC		

MV00211961

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
WURM'S JANITORIAL SERVICES, INC.	9395	05/20/2013	22207	JANITORIAL SVCS-LIBRARY	$21,970.34
			22208	JANITORIAL SVCS-MARCH FIELD PARK COMM. CTR.	
			22209	JANITORIAL SVCS-PUBLIC SAFETY BLDG.	
			22212	JANITORIAL SVCS-SENIOR CENTER	
			22214	JANITORIAL SVCS-TOWNGATE COMM. CTR.	
			22216	JANITORIAL SVCS-ANNEX 1	
			22211	JANITORIAL SVCS-RAINBOW RIDGE FOR "A CHILD'S PLACE"	
			22204	JANITORIAL SVCS-CONFERENCE & REC. CTR	
			22215	JANITORIAL SVCS-SUNNYMEAD ELEMENTARY FOR "A CHILD'S PLACE"	
Remit to: CORONA, CA				FYTD:	$279,788.95
WURM'S JANITORIAL SERVICES, INC.	9455	05/28/2013	22206	JANITORIAL SVCS-EMP. RESOURCE CENTER	$2,710.63
			22210	JANITORIAL SVCS-GANG TASK FORCE OFFICE	
			22236	SPECIAL CLEANINGS FOR EVENT RENTALS AT CRC	
			22235	SPECIAL CLEANINGS FOR EVENT RENTALS AT TOWNGATE COMM. CTR.	
			22234	SPECIAL CLEANINGS FOR EVENT RENTALS AT SENIOR CENTER	
Remit to: CORONA, CA				FYTD:	$279,788.95
XEROX CAPITAL SERVICES, LLC	217205	05/13/2013	067856952	COPIER LEASE FOR PARKS DEPT.	$2,616.40
			067856953	COPIER LEASE FOR GRAPHICS DEPT.	
			067560043	COPIER LEASE & BILLABLE PRINTS FOR GRAPHICS DEPT.	
			067856951	COPIER RENTAL/MAINT. FOR PD	

MV00211962

City of Moreno Valley

Payment Register

For Period 5/1/2013 through 5/31/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
XEROX CAPITAL SERVICES, LLC	217205	05/13/2013	067560042	COPIER RENTAL & QTRLY BILLABLE PRINTS FOR PD		$2,616.40
Remit to: PASADENA, CA					FYTD:	$40,158.94
YAMASHITA, JULIA J.	9291	05/06/2013	130501	FEVB-MAR '13 PD MAY '13		$293.80
Remit to: LAGUNA WOODS, CA					FYTD:	$1,280.10
YASER R. TELLO	217168	05/06/2013	CK#2331	REISSUE UNCLAIMED CK#2331 DTD 6/30/09		$129.86
Remit to: MORENO VALLEY, CA					FYTD:	$129.86
ZUMAR INDUSTRIES, INC.	9396	05/20/2013	0144712	STENCIL SUPPLIES-EPOXY & DISPENSER		$740.65
			0144930	STENCIL SUPPLIES-5 GAL. Z5 STENCIL COAT		
Remit to: SANTA FE SPRINGS, CA					FYTD:	$1,249.99

TOTAL CHECKS UNDER $25,000	**$1,350,719.80**
GRAND TOTAL	**$12,527,069.50**

MV00211963

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: August 27, 2013

TITLE: APPROVAL OF PAYMENT REGISTER FOR JUNE, 2013

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. 2013-67, approving the Payment Register for the month of June, 2013 in the amount of $22,008,214.83.

DISCUSSION

To facilitate Council's review, the Payment Register lists in alphabetical order all checks in the amount of $25,000 or greater, followed by a listing in alphabetical order of all checks less than $25,000. The Payment Register also includes wire transfers, thus eliminating the need for a separate wire transfer register, as well as the fiscal year-to-date (FYTD) amount paid to each vendor.

FISCAL IMPACT

The disbursements itemized in the attached Payment Register are reflected in the FY 2012-13 budget. Therefore, there is no fiscal impact other than the expenditure of budgeted funds.

ATTACHMENTS

Attachment 1: Proposed Resolution
Attachment 2: Payment Register for Month of June, 2013

Prepared By:
Dena Heald
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Attachment 1

RESOLUTION NO. 2013-67

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE PAYMENT REGISTER FOR THE MONTH OF JUNE, 2013

WHEREAS, the Financial & Management Services Department has prepared and provided the Payment Register for the period June 1, 2013 through June 30, 2013, for review and approval by the City Council of the City of Moreno Valley; and

WHEREAS, it is in the best interest of the City that the referenced Payment Register be approved.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Payment Register for the period June 1, 2013 through June 30, 2013, in the total amount of $22,008,214.83 is approved.

APPROVED AND ADOPTED this 27th day of August, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00211966

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-67 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 27th day of August, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

CITY CLERK

MV00211967

City of Moreno Valley
Payment Register
For Period 6/1/2013 through 6/30/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
ALL AMERICAN ASPHALT, INC.	217691	06/24/2013	17	CONSTRUCTION CONTRACT - SR-60/NASON IC		$297,777.46
Remit to: CORONA, CA					FYTD:	$1,840,887.79
BIO-TOX LABORATORIES	217538	06/10/2013	26676	BLOOD DRAW TOXICOLOGY ANALYSIS		$25,476.21
			26677	BLOOD DRAW TOXICOLOGY ANALYSIS		
			26815	BLOOD DRAW TOXICOLOGY ANALYSIS		
Remit to: RIVERSIDE, CA					FYTD:	$137,348.41
CANON SOLUTIONS AMERICA, INC.	9470	06/03/2013	1103031201304152	COPIER SVC-JAN THRU MAR 2013		$26,709.90
Remit to: BURLINGTON, NJ					FYTD:	$107,894.04
COUNTY OF RIVERSIDE - RMAP	217581	06/10/2013	SH0000021494	REIMB. FOR SEXUAL ASSAULT EXAMS BILLED TO THE COUNTY BY RCRMC		$27,900.00
Remit to: MORENO VALLEY, CA					FYTD:	$654,277.25
COUNTY OF RIVERSIDE FIRE DEPT	9575	06/10/2013	231452	FIRE SVCS CONTRACT-3RD QTR F/Y12-13		$3,581,897.85
Remit to: PERRIS, CA					FYTD:	$12,974,308.12
COUNTY OF RIVERSIDE SHERIFF	9658	06/24/2013	SH0000021398	CONTRACT LAW ENFORCEMENT BILLING #10 (3/7/13-4/3/13)		$2,913,735.87
Remit to: RIVERSIDE, CA					FYTD:	$35,548,658.25
COUNTY OF RIVERSIDE, AUDITOR- CONTROLLER	217699	06/24/2013	FEB-13	TRANSMITTAL OF AB544-PARKING CONTROL FEES		$27,449.07
Remit to: RIVERSIDE, CA					FYTD:	$192,276.95
EASTERN MUNICIPAL WATER DISTRICT	217460	06/03/2013	MAY-13 6/3/13	WATER CHARGES		$47,477.87

MV00211968

City of Moreno Valley

Payment Register

For Period 6/1/2013 through 6/30/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: PERRIS, CA					FYTD:	$1,504,961.70
EASTERN MUNICIPAL WATER DISTRICT	217613	06/17/2013	MAY-13 6/17/13	WATER CHARGES		$50,691.66
Remit to: PERRIS, CA					FYTD:	$1,504,961.70
EASTERN MUNICIPAL WATER DISTRICT	217702	06/24/2013	MAY-13 6/24/13	WATER CHARGES		$39,634.44
Remit to: PERRIS, CA					FYTD:	$1,504,961.70
EMPLOYMENT DEVELOPMENT DEPARTMENT	9616	06/14/2013	2013-00000120	CA TAX - STATE TAX WITHHOLDING*		$30,709.39
Remit to: WEST SACRAMENTO, CA					FYTD:	$1,001,685.05
EMPLOYMENT DEVELOPMENT DEPARTMENT	9704	06/28/2013	2013-00000137	CA TAX - STATE TAX WITHHOLDING		$30,142.94
Remit to: WEST SACRAMENTO, CA					FYTD:	$1,001,685.05
ESRI, INC.	9662	06/24/2013	92662043	ARCGIS & ARCPAD SOFTWARE		$42,260.01
Remit to: REDLANDS, CA					FYTD:	$72,747.83
FALCON ENGINEERING SERVICES, INC.	9663	06/24/2013	2012-09	CONSTRUCTION INSPECTION SERVICES - SR-60/NASON IC		$217,408.07
Remit to: CORONA, CA					FYTD:	$1,407,770.41
FALCON ENGINEERING SERVICES, INC.	9691	06/27/2013	2012-11-A	CONSTRUCTION SUPPORT - SR-60/MB PH I		$66,699.95
Remit to: CORONA, CA					FYTD:	$1,407,770.41

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City of Moreno Valley

Payment Register

For Period 6/1/2013 through 6/30/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
GIBBS, GIDEN, LOCHER,TURNER, SENET & WITTBRODT LLP	9582	06/10/2013	219137-003	PROFESSIONAL LEGAL SERVICES - CACTUS/NASON		$31,661.14
			219816-004	LEGAL SVCS-LINEAR PARK BOND SAFEGUARD		
			219346-003	PROFESSIONAL LEGAL SERVICES - DAY ST.		
Remit to: LOS ANGELES, CA					FYTD:	$245,815.09
INTERNAL REVENUE SERVICE CENTER	9617	06/14/2013	2013-00000121	FED TAX - FEDERAL TAX WITHHOLDING*		$123,039.18
Remit to: OGDEN, UT					FYTD:	$752,783.45
INTERNAL REVENUE SERVICE CENTER	9703	06/28/2013	2013-00000136	FED TAX - FEDERAL TAX WITHHOLDING*		$121,151.75
Remit to: OGDEN, UT					FYTD:	$752,783.45
KIMLEY-HORN & ASSOC., INC.	217531	06/03/2013	5060619	CONSULTING SERVICES, ENGINEERING - TRANSPORTATION MGMT. CTR		$28,779.27
			5091306	CONSULTING SERVICES, ENGINEERING - TRANSPORTATION MGMT. CTR.		
Remit to: SAN DIEGO, CA					FYTD:	$53,024.68
LCTH INVESTMENT, LP	9839	06/13/2013	W130605	ACQUISITION COSTS & ESCROW FEES-APN'S 488-080-003 & 488-080-012		$214,642.00
Remit to: NEWPORT BEACH, CA					FYTD:	$214,642.00
LEIGHTON CONSULTING, INC.	9634	06/17/2013	11484	CONSULTING SERVICES, GEOTECHNICAL - CACTUS/NASON		$52,816.65
			11782	CONSULTING SERVICES, GEOTECHNICAL - CACTUS/NASON		
			11178	CONSULTING SERVICES, GEOTECHNICAL - CACTUS/NASON		
Remit to: IRVINE, CA					FYTD:	$440,099.45

MV00211970

City of Moreno Valley

Payment Register

For Period 6/1/2013 through 6/30/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
LEIGHTON CONSULTING, INC.	9692	06/27/2013	11790A	CONSULTING SERVICES, GEOTECHNICAL - SR-60/NASON OC		$54,337.54
			12122	CONSULTING SERVICES, GEOTECHNICAL - SR-60/NASON OC		
Remit to: IRVINE, CA					FYTD:	$440,099.45
MATICH CORPORATION	9637	06/17/2013	157303	ASPHALTIC MATERIALS-SURFACE RECYCLING PROJ		$25,905.85
			157390	ASPHALTIC MATERIALS-SURFACE RECYCLING PROJ		
			157392	ASPHALTIC MATERIALS-SURFACE RECYCLING PROJ		
Remit to: HIGHLAND, CA					FYTD:	$85,800.73
MORENO VALLEY UTILITY	217624	06/17/2013	7013411-01/MAY13	ELECTRICITY-UTILITY FIELD OFFICE		$62,219.67
			JUN-13 6/17/13	ELECTRICITY		
Remit to: HEMET, CA					FYTD:	$780,341.25
NATIONWIDE RETIREMENT SOLUTIONS CP	9615	06/14/2013	2013-00000119	8010 - DEF COMP 457 - NATIONWIDE*		$28,318.73
Remit to: COLUMBUS, OH					FYTD:	$737,316.85
NATIONWIDE RETIREMENT SOLUTIONS CP	9700	06/28/2013	2013-00000133	8010 - DEF COMP 457 - NATIONWIDE*		$28,318.77
Remit to: COLUMBUS, OH					FYTD:	$737,316.85
PARSONS TRANSPORTATION GROUP, INC.	9678	06/24/2013	1306A240	CONSTRUCTION SUPPORT - SR-60/NASON OC		$45,823.60
			1306A239	CONSTRUCTION SUPPORT - SR-60/MB PH I		
Remit to: IRVINE, CA					FYTD:	$1,198,847.37
PERS HEALTH INSURANCE	9619	06/07/2013	W130601	EMPLOYEE HEALTH INSURANCE		$205,287.00

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CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: SACRAMENTO, CA					FYTD:	$2,410,150.56
PERS RETIREMENT	9622	06/07/2013	P130524	PERS RETIREMENT DEPOSIT - CLASSIC		$218,529.07
Remit to: SACRAMENTO, CA					FYTD:	$6,282,891.10
PERS RETIREMENT	9695	06/21/2013	P130607	PERS RETIREMENT DEPOSIT - CLASSIC		$217,615.54
Remit to: SACRAMENTO, CA					FYTD:	$6,282,891.10
PERS RETIREMENT	9857	06/30/2013	P130621	PERS RETIREMENT DEPOSIT - CLASSIC		$215,934.90
Remit to: SACRAMENTO, CA					FYTD:	$6,282,891.10
POWELL CONSTRUCTORS, INC.	217469	06/03/2013	06	CONSTRUCTION CONTRACT - SR/60-MB PH I		$706,334.36
Remit to: FONTANA, CA					FYTD:	$4,212,952.02
POWELL CONSTRUCTORS, INC.	217709	06/24/2013	07	CONSTRUCTION CONTRACT - SR-60/MB PH I		$1,006,250.85
Remit to: FONTANA, CA					FYTD:	$4,212,952.02
POWELL CONSTRUCTORS, INC.	217749	06/27/2013	08	CONSTRUCTION CONTRACT - SR-60/MB PH I		$993,228.32
Remit to: FONTANA, CA					FYTD:	$4,212,952.02
PRICE FAMILY CHARITABLE TRUST	217643	06/17/2013	4TH QTR 2012	SALES TAX REIMBURSEMENT		$170,414.00
Remit to: LA JOLLA, CA					FYTD:	$676,351.00
RASMUSSEN BROTHERS CONSTRUCTION	217712	06/24/2013	MVCH 2FL 2	CONSTRUCTION CONTRACT - CITY HALL 2ND LEVEL		$345,505.50
Remit to: FALLBROOK, CA					FYTD:	$596,836.07
RECYCLE AWAY, LLC	217713	06/24/2013	5075	METAL RECYCLING RECEPTACLES		$56,724.00

MV00211972

City of Moreno Valley
Payment Register
For Period 6/1/2013 through 6/30/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: BRATTLEBORO, VT					FYTD:	$56,724.00
RICK ENGINEERING COMPANY	9592	06/10/2013	0031505	CONSULTING SERVICES, SURVEY ROS - CACTUS/NASON		$26,398.75
			0031390	CONSULTING SERVICES, SURVEY - CACTUS/NASON		
Remit to: RIVERSIDE, CA					FYTD:	$197,576.96
RIVERSIDE CONSTRUCTION COMPANY, INC	9680	06/24/2013	130502	CONSTRUCTION CONTRACT - SR-60/NASON OC		$971,640.52
Remit to: RIVERSIDE, CA					FYTD:	$5,514,077.08
RIVERSIDE CONSTRUCTION COMPANY, INC	9694	06/27/2013	130601	CONSTRUCTION CONTRACT - SR-60/NASON		$1,370,358.66
Remit to: RIVERSIDE, CA					FYTD:	$5,514,077.08
RIVERSIDE CONSTRUCTION COMPANY, INC	9841	06/18/2013	W130608	RETENTION RELEASE PER ESCROW AGREEMENT		$111,958.66
Remit to: RIVERSIDE, CA					FYTD:	$5,514,077.08
SEQUEL CONTRACTORS, INC.	9681	06/24/2013	442-2	CONSTRUCTION CONTRACT - ALESSANDRO BLVD IMP.		$34,132.91
Remit to: SANTA FE SPRINGS, CA					FYTD:	$273,635.98
SHELL ENERGY NORTH AMERICA (US) L.P.	9645	06/17/2013	1191679	ELECTRIC ENERGY PURCHASE FOR MV UTILITY		$981,848.00
			1201168	ELECTRIC ENERGY PURCHASE FOR MV UTILITY		
Remit to: PHILADELPHIA, PA					FYTD:	$6,185,642.40
SIERRA PACIFIC ELECTRICAL CONTRACTING	217477	06/03/2013	22769	REMOVAL & REPLACEMENT OF TRAFFIC SIGNAL WIRES @ 4 INTERSECTIONS		$58,798.00

MV00211973

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$58,798.00
SINGER & COFFIN, APC	9594	06/10/2013	4017	PROFESSIONAL LEGAL SERVICES - SR-60/MB PH II		$28,021.86
			4002	PROFESSIONAL LEGAL SERVICES - SR-60/MB		
Remit to: IRVINE, CA					FYTD:	$102,135.86
SOCO GROUP, INC	9483	06/03/2013	691328	FUEL FOR CITY VEHICLES & EQUIPMENT		$48,800.55
			696015	RED DYED DIESEL FUEL FOR CITY HALL & EOC EMERGENCY GENERATORS		
			695482	FUEL FOR CITY VEHICLES & EQUIPMENT		
			696014	RED DYED DIESEL FUEL FOR CITY HALL & EOC EMERGENCY GENERATORS		
			696013	RED DYED DIESEL FUEL FOR CITY HALL & EOC EMERGENCY GENERATORS		
			696017	RED DYED DIESEL FUEL FOR CITY HALL & EOC EMERGENCY GENERATORS		
			695194	FUEL FOR CITY VEHICLES & EQUIPMENT		
Remit to: PERRIS, CA					FYTD:	$373,580.48
SOUTHERN CALIFORNIA EDISON 1	217479	06/03/2013	7500285490	WDAT CHARGES-GRAHAM ST. LOCATION		$34,175.48
			7500285491	WDAT CHARGES-GLOBE ST. LOCATION		
			7500285492	WDAT CHARGES-NANDINA AVE. LOCATION		
			7500285493	WDAT CHARGES-FREDERICK AVE. LOCATION		
			7500285494	WDAT CHARGES-SUBSTATION 115KV INTERCONNECTION		
			7500285760	RELIABILITY SERVICE-DLAP_SCE_SEES_HV		
			7500285489	WDAT CHARGES-IRIS AVE. LOCATION		

MV00211974

City of Moreno Valley

Payment Register

For Period 6/1/2013 through 6/30/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
Remit to: ROSEMEAD, CA				FYTD:	$3,146,869.57
SOUTHERN CALIFORNIA EDISON 1	217632	06/17/2013	587-9520 MAY-13	ELECTRICITY-FERC CHARGES	$156,695.50
			707-6081 MAY-13	ELECTRICITY	
			721-3449 MAY-13	IFA CHARGES-SUBSTATION	
			MAY-13 6/17/13	ELECTRICITY	
Remit to: ROSEMEAD, CA				FYTD:	$3,146,869.57
SOUTHERN CALIFORNIA EDISON 1	217719	06/24/2013	MAY-13 6/24/13	ELECTRICITY	$30,836.70
Remit to: ROSEMEAD, CA				FYTD:	$3,146,869.57
STANDARD INSURANCE CO	9647	06/17/2013	130601a	MISCELLANEOUS SERVICES	$39,840.95
Remit to: PORTLAND, OR				FYTD:	$376,006.03
STATE TREASURER'S OFFICE	9844	06/27/2013	W130609	ROW ADDL. DEPOSIT-SR60 MORENO BEACH PH2-APN'S 488-080-014 & 017	$28,110.00
Remit to: SACRAMENTO, CA				FYTD:	$3,536,200.00
STATE TREASURER'S OFFICE	9845	06/27/2013	W130610	ROW ADDL. DEPOSIT-SR60 MORENO BEACH PH2-APN'S 488-080-013	$310,380.00
Remit to: SACRAMENTO, CA				FYTD:	$3,536,200.00
STATE TREASURER'S OFFICE	9846	06/27/2013	W130611	ROW ADDL. DEPOSIT-SR60 MORENO BEACH PH2-APN'S 488-080-016	$167,855.00
Remit to: SACRAMENTO, CA				FYTD:	$3,536,200.00
SULLY- MILLER CONTRACTING CO., INC.	9840	06/18/2013	W130607	RETENTION RELEASE PER ESCROW AGREEMENT	$66,457.07

MV00211975

City of Moreno Valley

Payment Register

For Period 6/1/2013 through 6/30/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: BREA, CA					FYTD:	$19,735,366.95
SULLY- MILLER CONTRACTING CO., INC.	217645	06/17/2013	13-SMC	CONSTRUCTION CONTRACT - CACTUS/NASON		$1,008,017.18
Remit to: BREA, CA					FYTD:	$19,735,366.95
THINK TOGETHER, INC	9686	06/24/2013	111000-12/13-10	ASES PROGRAM MANAGEMENT SERVICES		$444,467.51
Remit to: LOS ANGELES, CA					FYTD:	$4,486,703.15
TRANSTECH ENGINEERS, INC.	217569	06/10/2013	15	CONSULTING SERVICES, ENGINEERING - CACTUS/NASON		$115,370.37
			14	CONSULTING SERVICES, ENGINEERING - CACTUS/NASON		
Remit to: WALNUT, CA					FYTD:	$614,464.73
TRUGREEN LANDCARE	9649	06/17/2013	7526107	LANDSCAPE MAINT.-ZONE E-16		$25,273.57
			7526106	LANDSCAPE MAINT.-ZONE DSG-1		
			7523481	REPAIR OF BROKEN 4" IRRIG. MAIN LINE-CLOCK #3-E ALONG CACTUS AVE		
			7526109	LANDSCAPE MAINT.-ZONE E-4 & E-4A		
			7526110	LANDSCAPE MAINT.-ZONE S		
			7529516	LANDSCAPE MAINT.-ZONE M		
			7529095	IRRIGATION REPAIRS FOR MAY 2013-ZONE E-4		
			7518167	REPLACEMENT OF PLASTIC RAINBIRD VALVE-TRACT #19, #16769		
			7518174	REPLACEMENT OF PLASTIC RAINBIRD VALVE-TRACT #35, #19541		
Remit to: RIVERSIDE, CA					FYTD:	$308,283.36
U.S. BANK/CALCARDS	9601	06/10/2013	05-27-13	CALCARD PAYMENT FOR CYCLE END 5/27/13		$226,752.85

MV00211976

City of Moreno Valley

Payment Register

For Period 6/1/2013 through 6/30/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
Remit to: ST. LOUIS, MO				FYTD:	$2,172,304.13
WASTE MANAGEMENT	217575	06/10/2013	RECEIPT 335019	SOLID WASTE DELINQUENCIES PASS THRU, LESS FRANCHISE FEES	$813,377.51
Remit to: CORONA, CA				FYTD:	$1,737,185.02
WELLS FARGO BANK	9620	06/10/2013	W130602	ACQUISITION COSTS & ESCOW FEES/NSP3 PROGRAM-14861 WINTERGREEN ST	$139,787.09
Remit to: SAN FRANCISCO, CA				FYTD:	$959,274.65
WELLS FARGO CORPORATE	9842	06/19/2013	W130604	DEBT SERVICE-SPECIAL TAXES	$954,745.42
Remit to: LOS ANGELES, CA				FYTD:	$8,993,898.70
WELLS FARGO CORPORATE	9843	06/19/2013	W130606	DEBT SERVICE-BOND PREPAYMENT	$39,580.29
Remit to: LOS ANGELES, CA				FYTD:	$8,993,898.70
WILLDAN ENGINEERING	9488	06/03/2013	002-13273	PLAN CHECK & INSPECTION SERVICES FOR BLDG & SAFETY DEPT.	$30,340.23
			002-13110	PLAN CHECK & INSPECTION SERVICES FOR BLDG & SAFETY DEPT.	
			002-13181	PLAN CHECK & INSPECTION SERVICES FOR BLDG & SAFETY DEPT.	
Remit to: ANAHEIM, CA				FYTD:	$259,625.26
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.	217577	06/10/2013	MAY-13 TUMF	TUMF FEES COLLECTED FOR 5/1-5/31/13	$200,682.07
Remit to: RIVERSIDE, CA				FYTD:	$1,548,207.56

TOTAL AMOUNTS OF $25,000 OR GREATER **$20,843,511.08**

MV00211977

City of Moreno Valley
Payment Register
For Period 6/1/2013 through 6/30/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
2013 CF CONFERENCE	217522	06/03/2013	REG ID: 56258270	REGISTR. FEES FOR JULY15-17 CONF.-GAGATCH/FRANSIK/CUMBERLAND		$1,035.11
Remit to: RIVERSIDE, CA					FYTD:	$1,035.11
A.D. WILSON, INC.	217686	06/24/2013	004067	SR60 MORENO BEACH DR INTERCHANGE IMPRVT PROJ		$7,161.26
Remit to: NORCO, CA					FYTD:	$7,161.26
ABILITY COUNTS, INC	217687	06/24/2013	ACI10017	LANDSCAPE MAINT-PARKS-VRS LOCATIONS		$2,065.00
Remit to: CORONA, CA					FYTD:	$24,430.00
ACTION DOOR REPAIR CORP.	9567	06/10/2013	85762	EXTERIOR DOOR REPAIR-ANIMAL SHELTER		$122.50
Remit to: ORLANDO, FL					FYTD:	$27,700.75
ACTIVE NETWORK, INC., THE	9468	06/03/2013	1006658	PROFESSIONAL SVCS-LOGOS PROJECT		$6,745.00
			1006512	PROFESSIONAL SVCS-LOGOS PROJECT		
Remit to: SAN DIEGO, CA					FYTD:	$19,964.30
ACTIVE NETWORK, INC., THE	9654	06/24/2013	1006797	PROFESSIONAL SVCS-SETUP OF CHECK SCANNER		$190.00
Remit to: SAN DIEGO, CA					FYTD:	$19,964.30
ADAMS, MARK L.	9490	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: REDLANDS, CA					FYTD:	$3,506.03
ADLERHORST INTERNATIONAL INC.	9568	06/10/2013	18326	MONTHLY K-9 TRAINING-IVAN-APR13		$141.67
Remit to: RIVERSIDE, CA					FYTD:	$6,564.56
ADMINSURE	217533	06/10/2013	6392	WORKERS' COMP CLAIMS ADMIN.-JUN13		$2,600.00

MV00211978

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: DIAMOND BAR, CA					FYTD:	$33,800.00
ADVANCED ELECTRIC	217534	06/10/2013	10745	ELECTRICAL REPAIRS-CITY YARD		$10,818.98
			10741	ELECTRICAL REPAIRS-CRC/FITNESS 19		
			10748	ELECTRICAL REPAIRS-FIRE STATION #91		
			10747	ELECTRICAL REPAIRS-CRC		
			10739	ELECTRICAL REPAIRS-CRC		
			10752	ELECTRICAL REPAIRS-TOWNGATE CTR		
			10751	ELECTRICAL REPAIRS-PSB		
			10738	ELECTRICAL REPAIRS-CRC		
			10746	ELECTRICAL REPAIRS-CITY YARD TRANSP. TRAILER		
			01485	ELECTRICAL REPAIRS-ANIMAL SHELTER		
			10750	ELECTRICAL REPAIRS-FIRE STATION #2		
			01484	ELECTRICAL REPAIRS-CITY HALL		
			10744	ELECTRICAL REPAIRS-PSB		
			10740	ELECTRICAL REPAIRS-CRC/FITNESS 19		
Remit to: RIVERSIDE, CA					FYTD:	$44,429.60
ADVANCED ELECTRIC	217688	06/24/2013	10762	ELECTRICAL REPAIRS-BETHUNE PARK		$896.64
			10761	ELECTRICAL REPAIR-WOODLAND PARK		
			10760	ELECTRICAL REPAIR-RIDGECREST PARK		
Remit to: RIVERSIDE, CA					FYTD:	$44,429.60
ADVANTAGE BUSINESS EQUIPMENT, INC	9623	06/17/2013	16546	WYCOM CHECK STOCK FOR A/P		$503.44

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: SAN DIEGO, CA					FYTD:	$2,125.05
AEI-CASC ENGINEERING	217689	06/24/2013	0029397	PLAN CHECK SVCS-PWQMP-MAY13		$472.50
Remit to: COLTON, CA					FYTD:	$22,346.50
AIR EXCHANGE INC	217535	06/10/2013	31215	MAINTENANCE & REPAIR OF PLYMOVENT-FS#6		$701.90
Remit to: Fairfield, CA					FYTD:	$4,090.54
AIR EXCHANGE INC	217690	06/24/2013	31351	PLYMOVENT MAINT/REPAIR-FIRE STN 91		$481.21
			31350	PLYMOVENT MAINT/REPAIR-FIRE STN 2		
Remit to: Fairfield, CA					FYTD:	$4,090.54
ALBERT A. WEBB ASSOCIATES	217608	06/17/2013	131025	WATER QUALITY TESTING & ANALYSIS - EDGEMONT WATER MASTER PLAN		$440.00
Remit to: RIVERSIDE, CA					FYTD:	$31,460.90
ALEJANDRA DELGADO	217588	06/10/2013	1046292	REFUNDS FOR RENTALS		$200.00
Remit to: MORENO VALLEY, CA					FYTD:	$200.00
ALICE KAREN RADER	217683	06/17/2013	MV2121109025	REFUND-CITATION DISMISSED/COURT FEE REIMBURSEMENT		$457.50
Remit to: BANNING, CA					FYTD:	$457.50
ALLISON COLLINS	217652	06/17/2013	R13-058826	AS REFUND-RABIES & S/N DEPOSIT		$95.00
Remit to: LONG BEACH, CA					FYTD:	$95.00
ALYSSA RAMIREZ	217684	06/17/2013	MV4120615011	REFUND-CITATION OVERPAYMENT		$40.50
Remit to: RIVERSIDE, CA					FYTD:	$40.50

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
AMBER FRANSIK	217642	06/17/2013	FUEL REIMB.	REIMBURSEMENT FOR FUEL DURING CPTED TRAINING-HENDERSON, NV.		$74.04
Remit to: MORENO VALLEY, CA					FYTD:	$224.04
AMERICAN FORENSIC NURSES	9469	06/03/2013	63115	BLOOD DRAW SERVICE		$6,739.32
			63044	BLOOD DRAW SERVICE		
			63045	BLOOD DRAW SERVICE		
			63114	BLOOD DRAW SERVICE		
Remit to: PALM SPRINGS, CA					FYTD:	$66,017.68
AMERICAN FORENSIC NURSES	9569	06/10/2013	63174	BLOOD DRAW SERVICE		$3,420.60
			63149	BLOOD DRAW SERVICE		
			63173	BLOOD DRAW SERVICE		
Remit to: PALM SPRINGS, CA					FYTD:	$66,017.68
AMERICAN FORENSIC NURSES	9655	06/24/2013	63259	BLOOD DRAW SERVICE		$2,927.64
			63257	BLOOD DRAW SERVICE		
			63258	BLOOD DRAW SERVICE		
			63232	BLOOD DRAW SERVICE		
			63020	BLOOD DRAW SERVICE		
Remit to: PALM SPRINGS, CA					FYTD:	$66,017.68
AMTECH ELEVATOR SERVICES	217692	06/24/2013	DVB65909613	ELEVATOR MAINT/REPAIR-EOC		$1,727.92
			DVB32508001	ELEVATOR 5-YR FULL LOAD TEST-CITY HALL		
			DVB05044613	ELEVATOR MAINT/REPAIR-CITY HALL		

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: PASADENA, CA					FYTD:	$6,297.48
ANGEL ORELLANA	217665	06/17/2013	1045321	REFUND VALLEY KIDS CAMP		$97.00
Remit to: MORENO VALLEY, CA					FYTD:	$97.00
ANGELA RODRIGUEZ	217668	06/17/2013	1048159	REFUND PEE WEE SOCCER		$72.00
Remit to: MORENO VALLEY, CA					FYTD:	$72.00
ANGELA SANCHEZ	217669	06/17/2013	1044752	REFUND FOR PEE WEE T-BALL		$62.00
Remit to: MORENO VALLEY, CA					FYTD:	$62.00
ARROWHEAD WATER	9624	06/17/2013	03E0029115144	WATER PURIFY RNTL UNIT-LIBRARY		$103.64
			03E0029115359	WATER PURIFY RNTL UNIT-CRC		
			03E0029648037	WATER PURIFY RNTL UNIT-FIRE STN 91		
			03E0029115227	WATER PURIFY RNTL UNIT-SDA ANNEX		
Remit to: LOUISVILLE, KY					FYTD:	$6,973.75
AT&T MOBILITY	217454	06/03/2013	872455379X050613	MCC CELLULAR PHONE SVC 4/7-5/6/13		$91.82
Remit to: CAROL STREAM, IL					FYTD:	$1,103.27
AT&T MOBILITY	217693	06/24/2013	872455379X060613	MCC CELLULAR PHONE SVC 5/7-6/6/13		$91.82
Remit to: CAROL STREAM, IL					FYTD:	$1,103.27
AT&T/MCI	217455	06/03/2013	4357828	LANDLINE PHONE SVC FOR GTF SATELLITE OFFICE		$184.96
Remit to: CAROL STREAM, IL					FYTD:	$2,213.08

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
AU2 ENTERPRISES / RICARDO F. GOLDEN	217694	06/24/2013	539	LABOR FOR MCC SATELLITE REPAIRS		$75.00
Remit to: RIVERSIDE, CA					FYTD:	$75.00
BACHER, GRACE	217489	06/03/2013	130601	RETIREE MED JUNE '13		$255.43
Remit to: HEMET, CA					FYTD:	$3,126.23
BAKER & TAYLOR	217536	06/10/2013	D24NS7254R	AXIS 360 ANNUAL HOSTING, ACCESS & SVC FEES JUN'13-MAY'14		$3,000.00
Remit to: ATLANTA, GA					FYTD:	$8,365.25
BAKER & TAYLOR	217695	06/24/2013	4010483603	E-BOOKS FOR CIRCULATION-LIBRARY		$353.30
Remit to: ATLANTA, GA					FYTD:	$8,365.25
BAUTISTA, JOSEPH C.	9491	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: FONTANA, CA					FYTD:	$3,506.03
BECKNER, PATRICK	9492	06/03/2013	130601	RETIREE MED MAR-MAY '13, PD JUNE '13		$772.64
Remit to: MURRIETA, CA					FYTD:	$3,112.26
BELMUDES, DEBRA	9493	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$1,912.38
BEMUS LANDSCAPE, INC.	9570	06/10/2013	244294	LANDSCAPE MAINT-SCE & OLD LAKE DR		$10,734.33
			244311	LANDSCAPE MAINT-ANIMAL SHELTER		
			244306	LANDSCAPE MAINT-MV UTILITY		
			244305	LANDSCAPE MAINT-PUBLIC LIBRARY		
			244292	LANDSCAPE MAINT-PAN AM SECTION/AQUEDUCT		

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
BEMUS LANDSCAPE, INC.	9570	06/10/2013	244297	LANDSCAPE MAINT-BIKE AQUEDUCT		$10,734.33
			244291	LANDSCAPE MAINT-NORTH AQUEDUCT		
			244290	LANDSCAPE MAINT-SOUTH AQUEDUCT "B"		
			244298	LANDSCAPE MAINT-SOUTH AQUEDUCT "A"		
			244308	LANDSCAPE MAINT-TOWNGATE BIKE AQUEDUCT		
			244310	LANDSCAPE MAINT-PSB		
			244307	LANDSCAPE MAINT-TOWNGATE		
			244293	LANDSCAPE MAINT-SENIOR CTR		
			244303	LANDSCAPE MAINT-ASES ADMIN BLDG		
			244302	LANDSCAPE MAINT-CITY YARD		
			244309	LANDSCAPE MAINT-ELECTRIC SUBSTATION		
			244304	LANDSCAPE MAINT-CRC		
Remit to: SAN CLEMENTE, CA					FYTD:	$218,149.62
BEMUS LANDSCAPE, INC.	217537	06/10/2013	244300	LANDSCAPE MAINT-VETERAN'S MEMORIAL		$6,244.30
			244312	LANDSCAPE MAINT-CITY HALL		
			244295	LANDSCAPE MAINT-PATRIOT PARK		
			244296	LANDSCAPE MAINT-BAY AVE TO JFK AVE/AQUEDUCT		
			244313	LANDSCAPE MAINT-FIRE STATION #6		
			244301	LANDSCAPE MAINT-ANNEX 1		
Remit to: SAN CLEMENTE, CA					FYTD:	$218,149.62
BENESYST	9571	06/10/2013	0513288	COBRA ADMIN FEE		$205.00
Remit to: MINNEAPOLIS, MN					FYTD:	$5,329.56

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
BENESYST	9572	06/10/2013	0513148	FSA ADMIN COSTS		$211.64
Remit to: MINNEAPOLIS, MN					FYTD:	$5,329.56
BENJAMIN POSADA	217747	06/24/2013	12194065	DUPLICATE PAYMENT		$42.56
Remit to: RIVERSIDE, CA					FYTD:	$42.56
BLAIR, CHERYL	217734	06/24/2013	MAY-2013	INSTRUCTOR SVCS-BELLY DANCING CLASS		$81.00
Remit to: RIVERSIDE, CA					FYTD:	$378.00
BMW MOTORCYCLES OF RIVERSIDE	217539	06/10/2013	6005621/1	MAINT & REPAIRS-NEW TRAFFIC MOTORCYCLES		$252.93
Remit to: RIVERSIDE, CA					FYTD:	$55,979.09
BOOKLETTERS	217696	06/24/2013	RB3558	ANNUAL RENEWAL-LIBRARY WEB PAGE SERVICE 4/1/13-3/31/14		$3,564.00
Remit to: COLUMBUS, OH					FYTD:	$3,564.00
BORDEAU, MYLING	217512	06/03/2013	6/10-6/13/13	TRAVEL PER DIEM FOR DRUG IMPAIRED DRIVER TRAINING COURSE		$130.00
Remit to: MORENO VALLEY, CA					FYTD:	$130.00
BOX SPRINGS MUTUAL WATER COMPANY	217609	06/17/2013	05292013	WATER USAGE-ACCOUNT #721-1 ZONE E-1		$99.56
Remit to: MORENO VALLEY, CA					FYTD:	$659.46
BRAUN BLAISING MCLAUGHLIN	217540	06/10/2013	14645	LEGAL SVCS-STREETLIGHT RATE CASE (CASL)		$3,456.00
Remit to: SACRAMENTO, CA					FYTD:	$71,565.60
BRAUN BLAISING MCLAUGHLIN	217697	06/24/2013	14670	LEGAL SVCS-MVU-MAY13		$8,562.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
BRAUN BLAISING MCLAUGHLIN	217697	06/24/2013	14671	LEGAL SVCS-STREETLIGHT RATE CASE (CASL)		$8,562.00
			14644	LEGAL SVCS-MVU-APR13		
Remit to: SACRAMENTO, CA					FYTD:	$71,565.60
BRENDA VASQUEZ	217599	06/10/2013	R13-058318	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: PERRIS, CA					FYTD:	$20.00
BUCKINGHAM, STAN	217490	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: TEMECULA, CA					FYTD:	$3,506.03
C & C GRADING & PAVING, INC	9625	06/17/2013	1630-4	CONSTRUCTION CONTRACT - SIP		$4,393.75
Remit to: TEMECULA, CA					FYTD:	$256,235.77
CAIN, GREGORY	9494	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: TAMPA, FL					FYTD:	$3,506.03
CALIFA GROUP	217456	06/03/2013	5253	PLAY & LEARN ISLAND-TAX/SHIPPING INCLUDED		$1,500.00
Remit to: SAN MATEO, CA					FYTD:	$1,500.00
CALIFORNIA PROPERTY SPECIALISTS, INC	217605	06/10/2013	7057	CONSULTING SERVICES, ROW		$3,675.00
Remit to: MISSION VIEJO, CA					FYTD:	$3,675.00
CALIFORNIA STATE ASSOCIATION OF COUNTIES	217541	06/10/2013	25468	ADVERTISEMENT-JOB POSTING		$250.00
Remit to: SACRAMENTO, CA					FYTD:	$250.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
CALIFORNIA STATE CONTROLLER'S OFFICE	217457	06/03/2013	UC130601	UNCLAIMED PROPERTY - PAYROLL		$18.56
Remit to: SACRAMENTO, CA					FYTD:	$8,916.87
CALIFORNIA STATE CONTROLLER'S OFFICE	217513	06/03/2013	REPORT YEAR 2012	REMITTANCE OF UNCLAIMED A/P CHECKS TO SCO FOR REPORT YEAR 2012		$8,898.31
Remit to: SACRAMENTO, CA					FYTD:	$8,916.87
CANNON, ANA M.	9495	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: HASLET, TX					FYTD:	$3,506.03
CANON SOLUTIONS AMERICA, INC.	9656	06/24/2013	1103031201304151	COPIER SVC-JAN THRU MARCH 2013-POLICE		$2,210.68
Remit to: BURLINGTON, NJ					FYTD:	$107,894.04
CARTER, ROSALYN	9496	06/03/2013	130601	RETIREE MED MAR-MAY '13, PD JUNE '13		$956.19
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
CASSIE BENDIX	217647	06/17/2013	1044980	REFUND VALLEY KIDS CAMP FOR ERIC AND MELODY		$147.20
Remit to: MORENO VALLEY, CA					FYTD:	$147.20
CELLEBRITE USA, CORP	9573	06/10/2013	126630	SOFTWARE UPGRADE & 3 YEAR MAINTENANCE		$6,662.73
Remit to: GLEN ROCK, NJ					FYTD:	$6,662.73
CEMEX	217542	06/10/2013	9426013310	PORTLAND CEMENT-MAINT & OP'S		$1,265.24
			9426030346	PORTLAND CEMENT-MAINT & OP'S		
			9426053731	PORTLAND CEMENT-MAINT & OP'S		

MV00211987

City of Moreno Valley

Payment Register

For Period 6/1/2013 through 6/30/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
Remit to: PASADENA, CA				FYTD:	$21,992.91
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	9574	06/10/2013	04-0314924	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	$2,175.12
			04-0312736	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0313048	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312733	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314963	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			01-0329858	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312731	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312728	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312725	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312723	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312495	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0311527	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314700	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314790	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312759	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314412	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0313194	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			05-0336876	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			01-0329859	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314964	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0313436	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314968	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	

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City of Moreno Valley

Payment Register

For Period 6/1/2013 through 6/30/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	9574	06/10/2013	04-0314952	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	$2,175.12
			04-0312757	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312734	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312729	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0311526	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0313437	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			05-0337012	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			01-0329856	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312850	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			05-0336877	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314772	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314789	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314784	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0311525	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0313435	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314925	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312724	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314969	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314771	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314785	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312735	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312758	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0313193	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314413	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	9574	06/10/2013	04-0312496	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	$2,175.12
			05-0336878	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312730	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0311528	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0311491	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0311492	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312401	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312123	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314411	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314953	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314923	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314699	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314783	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314970	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314773	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314788	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
Remit to: RIVERSIDE, CA				FYTD:	$11,246.12
CESAR CARMARGO	217676	06/17/2013	MV3121109053	REFUND-CITATION OVERPAYMENT	$65.00
Remit to: MORENO VALLEY, CA				FYTD:	$65.00
CHAPMAN, STEVE	217491	06/03/2013	130601	RETIREE MED JUNE '13	$318.73
Remit to: REDLANDS, CA				FYTD:	$3,506.03
CHAPPELL, ISAAC	9497	06/03/2013	130601	RETIREE MED JUNE '13	$318.73

MV00211990

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
CHJ INCORPORATED	217604	06/10/2013	86953	CONSULTING SERVICES, GEOTECHNICAL - PERRIS BLVD		$12,405.00
			86927	CONSULTING SERVICES, GEOTECHNICAL - PERRIS BLVD		
			86897	CONSULTING SERVICES, GEOTECHNICAL - PERRIS BLVD		
Remit to: COLTON, CA					FYTD:	$23,615.00
CINTAS CORPORATION	9471	06/03/2013	150841729	UNIFORM RNTL SVC-ST SWEEPING		$610.64
			150841730	UNIFORM RNTL SVC-DRAIN MAINT		
			150841731	UNIFORM RNTL SVC-ST MAINT		
			150100650	UNIFORM RNTL SVC-DRAIN MAINT		
			150841723	UNIFORM RNTL SVC-TRAFFIC SIGNAL		
			150846180	UNIFORM RNTL SVC-TRAFFIC SIGNAL		
			150846181	UNIFORM RNTL SVC-ST SIGNS/STRIPING		
			150846186	UNIFORM RNTL SVC-ST SWEEPING		
			150846187	UNIFORM RNTL SVC-DRAIN MAINT		
			150841727	UNIFORM RNTL SVC-ST TREE MAINT		
			150100647	UNIFORM RNTL SVC-ST TREE MAINT		
			150841732	UNIFORM RNTL SVC-CONCRETE MAINT		
			150846188	UNIFORM RNTL SVC-ST MAINT		
			150846189	UNIFORM RNTL SVC-CONCRETE MAINT		
			150100652	UNIFORM RNTL SVC-CONCRETE MAINT		
			150100645	UNIFORM RNTL SVC-GRAFFITI RMVL		
			150100649	UNIFORM RNTL SVC-ST SWEEPING		
			150841725	UNIFORM RNTL SVC-GRAFFITI RMVL		

MV00211991

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
CINTAS CORPORATION	9471	06/03/2013	150846184	UNIFORM RNTL SVC-ST TREE MAINT	$610.64
			150846182	UNIFORM RNTL SVC-GRAFFITI RMVL	
			150100642	UNIFORM RNTL SVC-PURCHASING	
			150846179	UNIFORM RNTL SVC-PURCHASING	
			150841722	UNIFORM RNTL SVC-PURCHASING	
			150837201	UNIFORM RNTL SVC-PURCHASING	
			150100644	UNIFORM RNTL SVC-ST SIGNS/STRIPING	
			150100643	UNIFORM RNTL SVC-TRAFFIC SIGNAL	
			150841726	UNIFORM RNTL SVC-VEHICLE MAINT	
			150841724	UNIFORM RNTL SVC-ST SIGNS/STRIPING	
			150100651	UNIFORM RNTL SVC-ST MAINT	
Remit to: ONTARIO, CA				FYTD:	$17,027.06
CINTAS CORPORATION	9626	06/17/2013	150769560	UNIFORM RNTL SVC-FACILITIES	$67.64
			150702028	UNIFORM RNTL SVC-FACILITIES	
			150760564	UNIFORM RNTL SVC-FACILITIES	
			150832740	UNIFORM RNTL SVC-GOLF COURSE	
Remit to: ONTARIO, CA				FYTD:	$17,027.06
CINTAS CORPORATION	9657	06/24/2013	150109599	UNIFORM RNTL SVC-FACILITIES	$531.69
			150113678	UNIFORM RNTL SVC-FACILITIES	
			150105110	UNIFORM RNTL SVC-FACILITIES	
			150100646	UNIFORM RNTL SVC-VEHICLE MAINT	
			150109594	UNIFORM RNTL SVC-CFD #1	
			150846183	UNIFORM RNTL SVC-VEHICLE MAINT	

MV00211992

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
CINTAS CORPORATION	9657	06/24/2013	150105105	UNIFORM RNTL SVC-CFD #1		$531.69
			150105111	UNIFORM RNTL SVC-GOLF COURSE		
			150117188	UNIFORM RNTL SVC-FACILITIES		
			150105098	UNIFORM RNTL SVC-PARK MAINT		
			150109600	UNIFORM RNTL SVC-GOLF COURSE		
			150113666	UNIFORM RNTL SVC-PARK MAINT		
			150113679	UNIFORM RNTL SVC-GOLF COURSE		
			150117176	UNIFORM RNTL SVC-PARK MAINT		
			150120702	UNIFORM RNTL SVC-FACILITIES		
			150109587	UNIFORM RNTL SVC-PARK MAINT		
Remit to: ONTARIO, CA					FYTD:	$17,027.06
CITY OF MORENO VALLEY VEBA TRUST	9472	06/03/2013	2013-00000106	4020 - EXEC VEBA*		$3,362.87
Remit to: MORENO VALLEY, CA					FYTD:	$184,940.40
CITY OF MORENO VALLEY VEBA TRUST	9627	06/17/2013	2013-00000110	4020 - EXEC VEBA*		$6,897.50
Remit to: MORENO VALLEY, CA					FYTD:	$184,940.40
CLS LANDSCAPE MANAGEMENT, INC	217587	06/10/2013	BL#01569-YR2013	REFUND OF OVERPAYMENT FOR B/L#01569		$95.61
Remit to: CHINO, CA					FYTD:	$95.61
COLD STAR, INC.	217735	06/24/2013	05152013	SPECIAL EVENTY TRAILER W/ 38LB ICE-JULY 4TH FESTIVAL		$480.60
Remit to: CHINO HILLS, CA					FYTD:	$480.60

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
COLONIAL SUPPLEMENTAL INSURANCE	217514	06/03/2013	7133069-0601433	SUPPLEMENTAL INSURANCE		$6,613.14
Remit to: COLUMBIA, SC					FYTD:	$77,187.69
COMMUNITY HEALTH CHARITIES	217458	06/03/2013	2013-00000091	8725 - CH CHARITY		$94.00
Remit to: COSTA MESA, CA					FYTD:	$4,674.00
COMMUNITY HEALTH CHARITIES	217610	06/17/2013	2013-00000111	8725 - CH CHARITY		$94.00
Remit to: COSTA MESA, CA					FYTD:	$4,674.00
CONTINENTAL WESTERN TRANSPORTATION	217543	06/10/2013	0104972-IN	ASPHALTIC MATERIALS-SURFACE RECYCLING PROJ		$11,148.19
			0105044-IN	ASPHALTIC MATERIALS-SURFACE RECYCLING PROJ		
Remit to: SAN DIEGO, CA					FYTD:	$25,382.08
CONTINUING EDUCATION OF THE BAR	217544	06/10/2013	10148106	BOOKS, PUBLICATIONS & AUDIOVISUAL-LAW LIBRARY		$162.31
Remit to: OAKLAND, CA					FYTD:	$1,788.88
COSTCO	217545	06/10/2013	19637	SNACK SUPPLIES FOR SKATE PARK		$2,095.78
			19635	SNACK SUPPLIES FOR "A CHILD'S PLACE"		
Remit to: MORENO VALLEY, CA					FYTD:	$16,121.13
COUNSELING TEAM, THE	217611	06/17/2013	21156	EMPLOYEE ASSISTANCE SVCS		$1,250.00
Remit to: SAN BERNARDINO, CA					FYTD:	$31,750.00
COUNTRY SQUIRE ESTATES	217698	06/24/2013	MAY 2013	REFUND-UTILITY USER TAX EXEMPTIONS		$48.04

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: ONTARIO, CA					FYTD:	$1,048.73
COUNTY OF RIVERSIDE - RMAP	217546	06/10/2013	9990085000-1304	RADIO COMM. SERVICES FOR PD MOTORCYCLES		$983.50
Remit to: RIVERSIDE, CA					FYTD:	$654,277.25
COUNTY OF RIVERSIDE - RMAP	217612	06/17/2013	9990170000-1304	VPN CONNECTION FOR CODE ENFORCEMENT STAFF		$28.84
Remit to: RIVERSIDE, CA					FYTD:	$654,277.25
COUNTY OF RIVERSIDE 1	217736	06/24/2013	PU0000002833	JANITORIAL ITEMS FOR STATION EXPLORERS		$1,459.74
			PU0000002836	JANITORIAL ITEMS FOR STATION EXPLORERS		
Remit to: MORENO VALLEY, CA					FYTD:	$11,051.05
CRIME SCENE STERI-CLEAN, LLC	9576	06/10/2013	32027	BIOHAZARD CLEANING SERVICES FOR PD-4/28/13 TRAFFIC ACCIDENT		$750.00
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$8,250.00
DALE, KATHLEEN	9498	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
DANIEL TELLEZ	217748	06/24/2013	1049519/1049518	REFUNDS FOR RENTALS		$828.15
Remit to: MORENO VALLEY, CA					FYTD:	$828.15
DANIELLE PAGE	217682	06/17/2013	MV3130405032	REFUND-CITATION DISMISSED		$57.50
Remit to: RIVERSIDE, CA					FYTD:	$57.50
DATA TICKET, INC.	9473	06/03/2013	46793MS	MAINTENANCE/SUPPORT-MAR13		$1,516.45
			46214	ADMIN CITATION PROCESSING-B&S-MAR13		

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
DATA TICKET, INC.	9473	06/03/2013	46790MS	MAINTENANCE/SUPPORT-APR13		$1,516.45
Remit to: NEWPORT BEACH, CA					FYTD:	$194,363.34
DATA TICKET, INC.	9659	06/24/2013	47282	NPDES BUSINESS INSPECTION SVCS-MAY13		$3,705.44
			47294TPC	THIRD PARTY COLLECTIONS-B & S-MAY13		
			46713	NPDES BUSINESS INSPECTION SVCS-APR13		
			47296	ADMIN CITATION PROCESSING-PD-MAY13		
			47344MS	MAINTENANCE/SUPPORT-MAY13		
			47294	ADMIN CITATION PROCESSING-B & S-MAY13		
Remit to: NEWPORT BEACH, CA					FYTD:	$194,363.34
DATAQUICK CORPORATE HEADQUARTERS	217700	06/24/2013	B1-2167039	ONLINE SOFTWARE SUBSCRIPTION-POP UNIT		$130.50
Remit to: LOS ANGELES, CA					FYTD:	$1,566.00
DAVID EVERITT	217494	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: HEMET, CA					FYTD:	$318.73
DAVID LOZANO	217592	06/10/2013	R13-061978	AS REFUND-TRAP DEPOSIT		$50.00
Remit to: MORENO VALLEY, CA					FYTD:	$50.00
DAVID MUSSER	217741	06/24/2013	JUN-2013	INSTRUCTOR SVCS-WATERCOLOR TECHNIQUE CLASS		$420.00
Remit to: MENIFEE, CA					FYTD:	$4,998.00
DEBINAIRE COMPANY	217701	06/24/2013	139028	BOILER REPAIRS-WO#130934-CITY HALL		$1,409.40
			139637	BOILER REPAIRS-WO#130936-PSB		

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: CORONA, CA					FYTD:	$5,746.50
DELTA DENTAL OF CALIFORNIA	9558	06/03/2013	BE000555703	EMPLOYEE DENTAL INSURANCE		$10,743.39
Remit to: SAN FRANCISCO, CA					FYTD:	$125,583.09
DELTACARE USA	217737	06/24/2013	5388027	EMPLOYEE DENTAL INSURANCE		$5,379.11
Remit to: LOS ANGELES, CA					FYTD:	$67,458.88
DENNIS GRUBB & ASSOCIATES, LLC	9577	06/10/2013	1190	PLAN REVIEW SVCS-FIRE PREVENTION		$6,500.00
Remit to: MIRA LOMA, CA					FYTD:	$121,565.00
DENNY SHOR	217529	06/03/2013	05212013	REIMB-SAFE ROUTES TO SCHOOL (SR2S) PROGRM EXPEND.		$341.90
Remit to: MORENO VALLEY, CA					FYTD:	$341.90
DMC DESIGN GROUP, INC	9660	06/24/2013	2013-057	CONSULTING SERVICES, DESIGN - HEACOCK EXTENSION		$22,955.00
Remit to: CORONA, CA					FYTD:	$171,297.87
DOLORES GRANILLO	217680	06/17/2013	MV2120307018	REFUND-CITATION OVERPAYMENT		$115.00
Remit to: PERRIS, CA					FYTD:	$115.00
DOMINICK GARCIA	217656	06/17/2013	1036071	REFUND PEE WEE TENNIS		$77.00
Remit to: MORENO VALLEY, CA					FYTD:	$77.00
DORY, ALLEEN F.	217492	06/03/2013	130601	RETIREE MED JUNE '13		$146.32
Remit to: HEMET, CA					FYTD:	$3,206.67
DUVAL, ROBERTA	217459	06/03/2013	04272013	CPR & FIRST AID TRAINING-SECURITY GUARD B. CORNWELL		$45.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: SUN CITY, CA					FYTD:	$3,579.33
DUVAL, ROBERTA	217738	06/24/2013	JUN-2013	INSTRUCTOR SVCS-CPR CLASS		$191.20
Remit to: SUN CITY, CA					FYTD:	$3,579.33
E.R. BLOCK PLUMBING & HEATING, INC.	9578	06/10/2013	112020	BACKFLOW DEVICE TESTING-NPDES-ADDL.WORK		$1,160.64
Remit to: RIVERSIDE, CA					FYTD:	$93,221.98
E.R. BLOCK PLUMBING & HEATING, INC.	9628	06/17/2013	112058	REPLACED STOLEN BACKFLOW-ZONE E-1		$17,784.48
			1120951	REPLACED STOLEN BACKFLOW-T16769		
			112182	REPLACED BACKFLOW-T16769		
			112060	REPLACED STOLEN BACKFLOW-ZONE E-15		
			112428	INSTALL BACKFLOW REPAIR KITS-PARKS-BAY AVE		
			112061	REPLACED STOLEN BACKFLOW-T22371		
			112365	BACKFLOW DEVICE TESTS-VRS LOCATIONS		
			112425	REPLACED STOLEN BACKFLOW-T19141		
			112184	REPLACED BACKFLOW-T27526		
			1120941	REPLACED STOLEN BACKFLOW-T20525		
			112183	REPLACED BACKFLOW-ZONE E-2		
			112097	REPLACED STOLEN BACKFLOW-T19852		
Remit to: RIVERSIDE, CA					FYTD:	$93,221.98
EASTERN MUNICIPAL WATER DISTRICT	217547	06/10/2013	MAY-13 6/10/13	WATER CHARGES		$9,816.35

MV00211998

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: PERRIS, CA					FYTD:	$1,504,961.70
EDDIE GARCIA	217657	06/17/2013	1044545	REFUND MEMORIAL DAY FORTBALL TOURNAMENT		$202.00
Remit to: MORENO VALLEY, CA					FYTD:	$202.00
EDGELANE MOBILE PARK	9661	06/24/2013	MAY 2013	REFUND-UTILITY USER TAX EXEMPTIONS		$15.09
Remit to: LOS ANGELES, CA					FYTD:	$175.59
EGGERSTEN, ANNE	217493	06/03/2013	130601	RETIREE MED JUNE '13		$255.43
Remit to: RANCHO MIRAGE, CA					FYTD:	$3,134.73
ENCO UTILITY SERVICES MORENO VALLEY LLC	9629	06/17/2013	40-221-15	WORK AUTHORIZATION 40-221		$13,360.51
			40-285-02	WORK AUTHORIZATION 40-285-02		
			40-273A-08	WORK AUTHORIZATION 40-273A-08		
			40-284-03	WORK AUTHORIZATION 40-284		
			40-254B-11	ENCO FEES FOR PROFESSIONAL SERVICES - CACTUS/NASON		
			40-287-02	WORK AUTHORIZATION 40-287		
			40-247B-07	WORK AUTHORIZATION 40-247B		
			40-257B-03	WORK AUTHORIZATION 40-257B		
			40-256B-11	ENCO FEES FOR PROFESSIONAL SERVICES - CACTUS/NASON		
			40-280A-01	WORK AUTHORIZATION 40-280A		
Remit to: ANAHEIM, CA					FYTD:	$2,361,112.79
ERICICA JAMES	217526	06/03/2013	1040733	REFUND FOR PICNIC SHELTER		$64.00
Remit to: MORENO VALLEY, CA					FYTD:	$64.00

MV00211999

City of Moreno Valley
Payment Register
For Period 6/1/2013 through 6/30/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
ESGIL CORPORATION	9474	06/03/2013	04133387	PLAN CHECK SVCS-B&S-APR13		$1,297.50
Remit to: SAN DIEGO, CA					FYTD:	$5,160.07
ESI ACQUISITION, INC.	9630	06/17/2013	INV10271	WEB EOC PROF/MAPR SOFTWARE SUPPRT-TECH SVCS		$8,800.00
Remit to: AUGUSTA, GA					FYTD:	$8,800.00
ESQUIVEK GUILLERMO	217659	06/17/2013	1047398	REFUND FOR SOCCER MEETING 23724		$100.00
Remit to: HEMET, CA					FYTD:	$100.00
EVANS ENGRAVING & AWARDS	9579	06/10/2013	50713-2	EMPLOYEE RETIREMENT PLAQUES-PARK MAINT		$151.20
			41813-9	PLANNING COMMISSIONER NAME PLATES		
			52113-21	PLANNING COMMISSIONER PLAQUE		
			82813-25	SERVICE AWARDS-EMPLOYEE OF THE QTR		
Remit to: MORENO VALLEY, CA					FYTD:	$2,886.92
EXCEL LANDSCAPE, INC	217614	06/17/2013	76763	LANDSCAPE MAINT-NPDES WQCB-ADDL WORK		$17,580.64
			76766	LANDSCAPE MAINT-ZONE E-7 ADDL WORK		
			76765	LANDSCAPE MAINT-ZONE E-7 ADDL WORK		
			76764	LANDSCAPE MAINT-ZONE E-7 ADDL WORK		
			76820	LANDSCAPE MAINT-NPDES WQCB-MAY13		
			76813	LANDSCAPE MAINT-ZONE E-7-MAY13		
			76488	LANDSCAPE MAINT-WQCB		
Remit to: CORONA, CA					FYTD:	$119,253.28
FAITH HANG	217660	06/17/2013	1036168	REFUND JUNIOR TENNIS		$79.00

MV00212000

City of Moreno Valley
Payment Register
For Period 6/1/2013 through 6/30/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$79.00
FEENSTRA, JOHN	9499	06/03/2013	130601	RETIREE MED JUNE '13		$361.25
Remit to: REDLANDS, CA					FYTD:	$3,973.75
FIRST AMERICAN CORE LOGIC, INC.	9475	06/03/2013	80846172	ACCESS TO REALQUEST ONLINE IMAGING		$300.00
Remit to: SANTA ANA, CA					FYTD:	$7,680.00
FIRST AMERICAN CORE LOGIC, INC.	217461	06/03/2013	80846174	ACCESS TO REALQUEST ONLINE IMAGING		$340.00
Remit to: DALLAS, TX					FYTD:	$7,680.00
FIRST CAL INDUSTRIAL LLC	217678	06/17/2013	CK#210484	REISSUE UNCLAIMED CK#210484 DTD 12/5/11		$4,702.20
Remit to: EL SEGUNDO, CA					FYTD:	$4,702.20
FIRST CHOICE SERVICES	9476	06/03/2013	524835	EMPLOYEE PAID COFFEE SVC-TS ANNEX		$107.01
Remit to: ONTARIO, CA					FYTD:	$8,771.03
FIRST CHOICE SERVICES	9580	06/10/2013	524849	EMPLOYEE PAID COFFEE SVC-CITY HALL		$181.01
Remit to: ONTARIO, CA					FYTD:	$8,771.03
FIRST CHOICE SERVICES	9631	06/17/2013	526275	EMPLOYEE PAID COFFEE SVC-CITY HALL		$433.81
			526272	EMPLOYEE PAID COFFEE SVC-CITY HALL		
			525800	EMPLOYEE PAID COFFEE SVC-CITY HALL		
Remit to: ONTARIO, CA					FYTD:	$8,771.03
FIRST CHOICE SERVICES	9664	06/24/2013	526264	EMPLOYEE PAID COFFEE SVC-CITY YARD		$77.28

MV00212001

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: ONTARIO, CA					FYTD:	$8,771.03
FIRST INDUSTRIAL, LP	217601	06/10/2013	CFD#7-IA2	REFUND-CFD#7-IMPROVEMENT AREA #2 TRUST ACCT. CLOSED		$2,550.50
Remit to: EL SEGUNDO, CA					FYTD:	$2,550.50
FIRST INDUSTRIAL, LP	217679	06/17/2013	CK#210485	REISSUE UNCLAIMED CK#210485 DTD 12/5/11		$4,684.20
Remit to: EL SEGUNDO, CA					FYTD:	$4,684.20
FOSTER, NANCY A.	9500	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: GRASS VALLEY, CA					FYTD:	$3,506.03
FOSTER, ZACHARY F.	9501	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: GRASS VALLEY, CA					FYTD:	$2,868.57
FR/CAL MORENO VALLEY, LLC	217589	06/10/2013	B1001939	REFUND-UNUSED DEPOSIT-T&M PROJ-NANDINA DIST. CTR & PLAN CK FEES		$12,090.28
Remit to: LOS ANGELES, CA					FYTD:	$12,090.28
FRANCHISE TAX BOARD	217462	06/03/2013	2013-00000107	1015 - GARNISHMENT - CREDITOR %*		$311.03
Remit to: SACRAMENTO, CA					FYTD:	$7,844.68
FRANCHISE TAX BOARD	217615	06/17/2013	2013-00000112	1015 - GARNISHMENT - CREDITOR %		$290.00
Remit to: SACRAMENTO, CA					FYTD:	$7,844.68
G/M BUSINESS INTERIORS, INC.	217463	06/03/2013	0094211-IN	ANNEX 1 RECONFIGURATON-FURNITURE PARTS		$4,987.52
Remit to: RIVERSIDE, CA					FYTD:	$224,259.55
G/M BUSINESS INTERIORS, INC.	217548	06/10/2013	0093512-IN	DELIVER/SETUP OF RENTAL FURNITURE AT ANNEX 4		$21,936.98

MV00212002

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$224,259.55
GABRIELA CERVANTES	217650	06/17/2013	P13-035	REFUND-CANCELLED PLANNING APPLICATION		$666.40
Remit to: MORENO VALLEY, CA					FYTD:	$666.40
GALLS INC., INLAND UNIFORM	9665	06/24/2013	317365	UNIFORMS-PARK RANGERS		$729.97
Remit to: PASADENA, CA					FYTD:	$5,763.20
GARDNER COMPANY, INC.	217464	06/03/2013	1854	HVAC PREVENTIVE MAINT-LIBRARY-2ND QTR		$1,375.00
Remit to: MURRIETA, CA					FYTD:	$5,620.79
GENERAL SECURITY SERVICES, INC.	9477	06/03/2013	173935	SECURITY SVCS-CITY HALL 5/13-5/16/13		$429.52
			173937	SECURITY SVCS-LIBRARY 5/18/13		
Remit to: WILMINGTON, CA					FYTD:	$53,863.33
GENERAL SECURITY SERVICES, INC.	9581	06/10/2013	173924	SECURITY SVCS-SENIOR CTR RENTALS-5/18/13		$1,576.19
			173996	SECURITY SVCS-CRC 5/20-5/23/13		
			173999	SECURITY SVCS-LIBRARY-5/25/13		
			173980	SECURITY SVCS-TOWNGATE-5/25/13		
			173995	SECURITY SVCS-CITY HALL 5/20-5/23/13		
			173998	SECURITY SVCS-SENIOR CTR RENTALS-5/19/13		
			173921	SECURITY SVCS-TOWNGATE-5/18/13		
			174035	SECURITY SVCS-CRC SPECIAL EVENTS 5/24/13		
			173936	SECURITY SVCS-CRC 5/13-5/16/13		

MV00212003

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: WILMINGTON, CA					FYTD:	$53,863.33
GENERAL SECURITY SERVICES, INC.	9632	06/17/2013	174060	SECURITY SVCS-LIBRARY 6/1/13		$813.02
			174042	SECURITY SVCS-TOWNGATE-6/1/13		
			173997	SECURITY SVCS-MVU 5/20-5/23/13		
			174059	SECURITY SVCS-CITY HALL 5/28-5/30/13		
			174097	SECURITY SVCS-CRC SPECIAL EVENTS 6/1/13		
Remit to: WILMINGTON, CA					FYTD:	$53,863.33
GENERAL SECURITY SERVICES, INC.	9666	06/24/2013	174147	SECURITY SVCS-LIBRARY 6/6/13 & 6/8/13		$552.24
			174145	SECURITY SVCS-CITY HALL 6/3-6/6/13		
Remit to: WILMINGTON, CA					FYTD:	$53,863.33
GEO PLASTICS, INC.	217549	06/10/2013	64844	DRAINER CONTAINERS 11 QT		$9,999.04
Remit to: LOS ANGELES, CA					FYTD:	$14,995.83
GIBBS, GIDEN, LOCHER,TURNER, SENET & WITTBRODT LLP	9478	06/03/2013	219346-005	LEGAL SERVICES - CITYWIDE SIDEWALKS (GOLDEN STATE CONSTRUCTORS)		$1,535.76
			219816-001	LEGAL SERVICES-GENERAL		
Remit to: LOS ANGELES, CA					FYTD:	$245,815.09
GIBBS, GIDEN, LOCHER,TURNER, SENET & WITTBRODT LLP	9667	06/24/2013	219816-005	LEGAL SERVICES - SR-60/NASON		$3,550.69
			219816-002	LEGAL SERVICES - SUNNYMEAD (EXCEL)		
Remit to: LOS ANGELES, CA					FYTD:	$245,815.09

MV00212004

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
GLOBAL POWER GROUP, INC.	9583	06/10/2013	28941	CONSTRUCTION CONTRACT - EOC GENERATOR		$14,434.03
Remit to: LAKESIDE, CA					FYTD:	$329,918.95
GLOBALSTAR USA, LLC	217703	06/24/2013	1000000004038454	MOBILE SATELLITE TELEPHONE SERVICE FOR PD MCC		$653.75
Remit to: LOS ANGELES, CA					FYTD:	$653.75
GONZALES, DOMILENA R.	9502	06/03/2013	130601	RETIREE MED MAY '13, PD JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
GRAVES & KING, LLP	217550	06/10/2013	1304-0009442	LEGAL SERVICES-MV1261		$7,529.23
			1304-0009459	LEGAL SERVICES-MV1329		
Remit to: RIVERSIDE, CA					FYTD:	$12,612.13
GRESHAM SAVAGE NOLAN & TILDEN	217551	06/10/2013	264791	LEGAL SERVICES-MAR13		$4,417.53
			266197	LEGAL SERVICES-APR13		
Remit to: SAN BERNARDINO, CA					FYTD:	$16,237.79
GRIFFIN, MARLENE C	9503	06/03/2013	130601	RETIREE MED JUNE '13		$255.43
Remit to: GREEN VALLEY, AZ					FYTD:	$3,126.23
GRUBE, PATTY	217515	06/03/2013	4/24/13 MILEAGE	MILEAGE REIMBURSEMENT - NUTRITION EDUCATION PARTNERSHIP FORUM		$33.90
Remit to: MORENO VALLEY, CA					FYTD:	$280.21
GRUBER POWER SERVICES	217607	06/10/2013	139804	UPS POWER SYSTEM-ANNUAL MAINTENANCE		$5,474.00
Remit to: PHOENIX, AZ					FYTD:	$5,474.00

MV00212005

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
GUILLAN, REBECCA S.	9504	06/03/2013	130601	RETIREE MED MAY '13, PD JUNE '13		$297.39
Remit to: ADVANCE, NC					FYTD:	$3,126.85
GUTIERREZ, ROBERT	9505	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: LA VERNE, CA					FYTD:	$3,506.03
HAMLIN, WILLIAM R.	9506	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: BEAUMONT, CA					FYTD:	$3,506.03
HANES, MARTIN D.	9507	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
HARDING, JOHN	217495	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: BANNING, CA					FYTD:	$3,506.03
HATFIELD, CHARLES	9508	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: LAS VEGAS, NV					FYTD:	$3,506.03
HDL COREN & CONE	217465	06/03/2013	0019214-IN	CONTRACT SVCS-PROPERTY TAX - APR-JUN13		$4,387.50
Remit to: DIAMOND BAR, CA					FYTD:	$20,635.16
HDL COREN & CONE	217704	06/24/2013	0018744-IN	CONTRACT SVCS-PROPERTY TAX - OCT-DEC 2012		$8,775.00
			0018957-IN	CONTRACT SVCS-PROPERTY TAX - JAN-MAR 2013		
Remit to: DIAMOND BAR, CA					FYTD:	$20,635.16
HDR ENGINEERING, INC.	217552	06/10/2013	72311-B	CONSULTING SERVICES, ENGINEERING - CACTUS/NASON		$3,944.75

MV00212006

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: IRVINE, CA					FYTD:	$10,723.34
HDR ENGINEERING, INC.	217616	06/17/2013	79424-B	CONSULTING SERVICES, ENGINEERING - CACTUS/NASON		$2,865.28
Remit to: IRVINE, CA					FYTD:	$10,723.34
HEFFLEY, ROSS W.	9509	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: HEMET, CA					FYTD:	$3,506.03
HERRICK, ROBERT D.	217497	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
HIGHLAND FAIRVIEW	217530	06/03/2013	T&M PA07-0091	REFUND-TIME & MATERIALS EXCESS DEPOSIT-CLOSED ACCT		$950.68
Remit to: MORENO VALLEY, CA					FYTD:	$950.68
HILLTOP GEOTECHNICAL, INC.	9633	06/17/2013	14047	PHASE I ENVIRONMENTAL ASSESSMENT		$2,700.00
Remit to: SAN BERNARDINO, CA					FYTD:	$18,588.50
HOGARD, JOHN T.	9510	06/03/2013	130601	RETIREE MED JAN-MAR '13, PD JUNE '13		$300.00
Remit to: CORONA, CA					FYTD:	$1,600.00
HOLLY LOGUE	217662	06/17/2013	R13-060652	AS REFUND-RABIES & S/N DEPOSITS		$95.00
Remit to: LOS ANGELES, CA					FYTD:	$95.00
HOLT, ANITRA N	217498	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: CLERMONT, FL					FYTD:	$1,593.65
HONDA YAMAHA OF REDLANDS	9584	06/10/2013	18588	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		$715.48

MV00212007

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: REDLANDS, CA					FYTD:	$25,074.11
HOUSER, EDITH E.	217499	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
HUNTER ESQUIBEL	217654	06/17/2013	1036169	REFUND ELECTRIC GUITAR AND BASS		$52.00
Remit to: MORENO VALLEY, CA					FYTD:	$52.00
ICMA RETIREMENT CORP	9612	06/14/2013	2013-00000115	8030 - DEF COMP 457 - ICMA		$15,791.11
Remit to: BALTIMORE, MD					FYTD:	$263,127.46
ICMA RETIREMENT CORP	9698	06/28/2013	2013-00000131	8030 - DEF COMP 457 - ICMA		$15,791.11
Remit to: BALTIMORE, MD					FYTD:	$263,127.46
ICR DOORS	9585	06/10/2013	648	REPAIRS TO ANNEX 1 ROLL UP DOORS		$1,787.00
Remit to: UPLAND, CA					FYTD:	$8,828.97
IES COMMERCIAL, INC	9668	06/24/2013	99099	ANNEX 1 MVU-LOBBY DOOR ELECTRIFIED HARDWARE		$2,679.84
Remit to: TEMPE, AZ					FYTD:	$22,949.06
IL SORRENTO MOBILE PARK	217553	06/10/2013	APRIL 2013	REFUND-UUT FOR EXEMPT RESIDENTS		$79.65
Remit to: MORENO VALLEY, CA					FYTD:	$1,232.36
INLAND EMPIRE MAGAZINE	217554	06/10/2013	INV33992	AD PLACEMENT FOR BALLROOM AT CRC-JUN13 ISSUE		$895.00
Remit to: RIVERSIDE, CA					FYTD:	$5,385.00
INSIDE PLANTS, INC.	217617	06/17/2013	47142	INDOOR PLANT MAINT-CRC-JUN13		$320.00

MV00212008

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: CORONA, CA					FYTD:	$3,840.00
ISG INFRASYS	217705	06/24/2013	38419	REPAIR THERMAL IMAGING CAMERA-FS#91		$537.59
Remit to: LAWRENCEVILLE, GA					FYTD:	$1,695.36
J D H CONTRACTING	9479	06/03/2013	052913-01	DOOR INSTALLATION AT CITY HALL		$3,362.00
Remit to: RIVERSIDE, CA					FYTD:	$143,761.90
J D H CONTRACTING	9586	06/10/2013	042913-02	INSTALL ADA DRINKING FOUNTAIN AT WESTON PARK		$6,967.00
			042913-01	INSTALL DRINKING FOUNTAIN AT JFK PARK		
			053113-01	CONSTRUCTION REPAIRS-WESTON PARK		
Remit to: RIVERSIDE, CA					FYTD:	$143,761.90
J D H CONTRACTING	9669	06/24/2013	060513-01	CONSTRUCTION REPAIRS-WESTON PARK		$2,110.00
			051013-02	INDEPENDANT CONTRACTOR - MORRISON PARK FS		
Remit to: RIVERSIDE, CA					FYTD:	$143,761.90
JACK HENRY & ASSOCIATES	217618	06/17/2013	1438257	PROFIT STARS MONTHLY SERVICE FEES		$306.15
Remit to: MONETT, MO					FYTD:	$3,364.45
JACQUELINE ALLEE	217673	06/17/2013	MV2120106023	REFUND-CITATION OVERPAYMENT		$288.00
Remit to: RIVERSIDE, CA					FYTD:	$288.00
JESSICA GARRARD	217590	06/10/2013	R13-061890	AS REFUND-TRAP		$50.00
Remit to: MORENO VALLEY , CA					FYTD:	$50.00
JOEY HARDIE	217681	06/17/2013	MV3120619002	REFUND-CITATION OVERPAYMENT		$115.00

MV00212009

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$115.00
JOHN W. STRICKLER	9550	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: SAN BERNARDINO, CA					FYTD:	$3,187.30
JOHNNY TAN	217671	06/17/2013	R13-062801	AS REFUND-TRAP DEPOSIT		$50.00
Remit to: MORENO VALLEY , CA					FYTD:	$50.00
JONES III, JOSEPH	217516	06/03/2013	3/14/13-4/30/13	MILEAGE REIMBURSEMENT		$199.45
			1/2/13-3/12/13	MILEAGE REIMBURSEMENT		
Remit to: FONTANA, CA					FYTD:	$448.10
JONES, SUSAN	9511	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
JORRY KEITH	217517	06/03/2013	MAY-2013	INSTRUCTOR SVCS-COMIC BOOK CREATION CLASS		$144.00
Remit to: FONTANA, CA					FYTD:	$1,303.20
JORRY KEITH	217739	06/24/2013	JUN-2013	INSTRUCTOR SVCS-COMIC BOOK CREATION CLASS		$175.20
Remit to: FONTANA, CA					FYTD:	$1,303.20
JOSE RODRIGUEZ	217527	06/03/2013	ACCT 7008963-03	SOLAR INCENTIVE REBATE		$9,954.00
Remit to: MORENO VALLEY, CA					FYTD:	$9,954.00
JOYCE NELSON	217595	06/10/2013	R13-062474	AS REFUND-SPAY/NEUTER DEPOSIT		$75.00
Remit to: YORBA LINDA , CA					FYTD:	$75.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
JUDY NGA KWAN	217661	06/17/2013	RCT#0329424	REFUND-CANCELLED CERT CLASS		$15.00
Remit to: CORONA , CA					FYTD:	$15.00
KATRINA DENSON	217677	06/17/2013	MV2120508024	REFUND-CITATION OVERPAYMENT		$107.00
Remit to: MORENO VALLEY, CA					FYTD:	$107.00
KELLY BRINTLE	217675	06/17/2013	MV2111223046	REFUND-CITATION OVERPAYMENT		$115.00
Remit to: SHAFTER, CA					FYTD:	$115.00
KELLY ROSE	217597	06/10/2013	R13-062065	AS REFUND-ADOPT,VACS,CHIP,LICENSE		$82.00
Remit to: MORENO VALLEY, CA					FYTD:	$82.00
KEN'S TREE SERVICE	217591	06/10/2013	BL#03661-YR2013	REFUND OF OVERPAYMENT FOR B/L#03661		$72.00
Remit to: LAKEVIEW, CA					FYTD:	$72.00
KEPLER, JANELLE	9670	06/24/2013	JUN-2013	INSTRUCTOR SVCS-CHEERLEADING CLASS		$512.40
Remit to: RIVERSIDE, CA					FYTD:	$5,706.40
KING, PATRICIA A.	217500	06/03/2013	130601	RETIREE MED JUNE '13		$210.74
Remit to: LAS VEGAS, NV					FYTD:	$2,621.64
KOLB, CHARLES E.	9512	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
KOLLAR, KYLE	9513	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03

MV00212011

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
KUPSAK, STEVE	9514	06/03/2013	130601	RETIREE MED APR '13, PD JUNE '13		$318.73
Remit to: CEDAR GLEN, CA					FYTD:	$3,506.03
KYLE, GARY M.	9515	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: PRESCOTT VALLEY, AZ					FYTD:	$3,506.03
KYONJO GANIBE	217655	06/17/2013	1036072	REFUND FOR ENGLISH AS A SECOND LANGUAGE		$112.00
Remit to: MORENO VALLEY, CA					FYTD:	$112.00
LA FOLLETTE, JOHNSON, DE HAAS, FESLER & AMES	217466	06/03/2013	273044	LEGAL SERVICES-RE: M. ESCOBAR		$126.00
Remit to: LOS ANGELES, CA					FYTD:	$89,066.05
LAFATA, JOSEPHINE	9516	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
LATITUDE GEOGRAPHICS	217706	06/24/2013	201300500	GIS SOFTWARE & SERVICES-M5 (FINAL)		$19,863.97
Remit to: VICTORIA, BC					FYTD:	$103,272.90
LAWYERS TITLE INC	217619	06/17/2013	00647419	PRELIMINARY REPORT PACKAGE - NORTHEAST FS		$550.00
Remit to: NEWPORT BEACH, CA					FYTD:	$239,862.50
LEIVAS, INC. DBA. LEIVAS LIGHTING	9635	06/17/2013	236158	LANDSCAPE LIGHTING INSPECTION-ZONE E7-MAY13		$25.00
Remit to: RIVERSIDE, CA					FYTD:	$5,787.64
LEWIS BRISBOIS BISGAARD & SMITH LLP	217620	06/17/2013	1183478	LEGAL SERVICES-CASE#RIC533180		$10,285.94

MV00212012

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: LOS ANGELES, CA					FYTD:	$18,294.73
LEWIS, CAROLYN S.	9517	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MIDLAND, TX					FYTD:	$3,506.03
LEXISNEXIS PRACTICE MGMT.	9636	06/17/2013	1305081469	ONLINE RESEARCH TOOLS-MAY13		$1,180.00
Remit to: LOS ANGELES, CA					FYTD:	$14,760.00
LIEBERT, CASSIDY, WHITMORE	217621	06/17/2013	164584	LEGAL SERVICES/MO140-00001		$3,575.00
			164585	LEGAL SERVICES/MO140-00011		
			05222013	WORKSHOP REGISTRATION-4/11/13		
Remit to: LOS ANGELES, CA					FYTD:	$30,514.82
LINDA SCHESCHY	217528	06/03/2013	ACCT 7013550-02	SOLAR INCENTIVE REBATE		$14,000.00
Remit to: MORENO VALLEY, CA					FYTD:	$14,000.00
LINDO, HERMINA G.	9518	06/03/2013	130601	RETIREE MED APRIL '13 TRI&MED, PD JUNE '13		$127.34
Remit to: TITUSVILLE, FL					FYTD:	$1,890.56
LOGAN, CHARLES	9519	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: LAS VEGAS, NV					FYTD:	$3,506.03
LONGDYKE, DENNIS	9520	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: BEAUMONT, CA					FYTD:	$3,506.03
LORENA CASAS	217649	06/17/2013	1047604	REFUND AKAI KEMPO		$47.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$47.00
LORIE NATZIC	217664	06/17/2013	R13-058867	AS REFUND-S/N DEPOSIT		$75.00
Remit to: MURRIETA, CA					FYTD:	$75.00
LOS ANGELES COUNTY AUDITOR CONTROLLER	217707	06/24/2013	13ME0332	GSR KITS ANALYZED		$1,068.00
Remit to: LOS ANGELES, CA					FYTD:	$1,068.00
LUMLEY, ROBERT C.	9521	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
MAGNUM BREEZE II, INC/WOODCREST VEH CTR	9671	06/24/2013	12882	INSTALLATION OF INSULATION IN SET SURVEILLANCE VEHICLE		$2,895.72
Remit to: RIVERSIDE, CA					FYTD:	$2,895.72
MALCOLM SMITH MOTORCYCLES, INC.	9587	06/10/2013	100061659	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		$2,471.30
			100061654	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		
Remit to: RIVERSIDE, CA					FYTD:	$40,348.45
MALCOLM SMITH MOTORCYCLES, INC.	9672	06/24/2013	100065569	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		$1,053.00
Remit to: RIVERSIDE, CA					FYTD:	$40,348.45
MARCH JOINT POWERS AUTHORITY	217555	06/10/2013	0027758	GAS CHARGES-BLDG 938-APR13		$5.37
			0027754	GAS CHARGES-BLDG 823-APR13		

MV00212014

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$75.99
MARGARET BRIGGS	217585	06/10/2013	1045055	REFUNDS FOR RENTALS		$781.50
Remit to: MORENO VALLEY, CA					FYTD:	$781.50
MARICRUZ BERNABE	217674	06/17/2013	MV3120810003	REFUND-CITATION OVERPAYMENT		$65.00
Remit to: MORENO VALLEY, CA					FYTD:	$65.00
MARINA LANDSCAPE, INC	9673	06/24/2013	8216051300	LANDSCAPE MAINT-ZONE E-1/E-1A-MAY13		$5,733.34
Remit to: ANAHEIM, CA					FYTD:	$92,398.64
MARIO MORENO	217593	06/10/2013	R13-062227	AS REFUND-ADOPT,VACCINES,MICROCHIP		$67.00
Remit to: MENIFEE, CA					FYTD:	$67.00
MARTIN & CHAPMAN CO.	217622	06/17/2013	2013073	CONSULTING FEES INCLUDING ELECTION MANUAL		$512.05
Remit to: ANAHEIM, CA					FYTD:	$512.05
MATHIS, NOLAN	9522	06/03/2013	130601	RETIREE MED APR '13, PD JUNE '13		$298.20
Remit to: JACKSON, KY					FYTD:	$3,151.40
MATT/LISSETTE TERRILL	217598	06/10/2013	R13-060183	AS REFUND-SPAY/NEUTER DEPOSIT		$75.00
Remit to: MORENO VALLEY, CA					FYTD:	$75.00
MATTHEW HINOTE	217525	06/03/2013	7011276-04	SOLAR INCENTIVE REBATE		$14,000.00
Remit to: MORENO VALLEY, CA					FYTD:	$14,000.00
MAXINOSKI, SUE A.	9523	06/03/2013	130601	RETIREE MED JUNE '13		$318.73

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: AVINGER, TX					FYTD:	$3,506.03
MEEKS, DANIEL	9674	06/24/2013	060613	SPORTS OFFICIATING SERVICES		$120.00
			060213	SPORTS OFFICIATING SERVICES		
Remit to: PERRIS, CA					FYTD:	$1,540.00
MERCHANTS LANDSCAPE SERVICES INC	9675	06/24/2013	40294	LANDSCAPE LIGHTING MAINT-ZONE E3-ADDL WORK-MAY13		$19,208.76
			40117	LANDSCAPE MAINT-ZONE E8, E14, E15 & E12-MAY13		
			40293	LANDSCAPE MAINT-ZONE E12-ADDL WORK-MAY13		
			40118	LANDSCAPE LIGHTING MAINT-ZONE E3 & E3A-MAY13		
Remit to: Santa Ana, CA					FYTD:	$232,852.89
MESSIN, LOUIS	9524	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: BULLHEAD CITY, AZ					FYTD:	$3,506.03
METZ, RANDALL	217740	06/24/2013	SPRING 2013	TUITION REIMBURSEMENT		$1,500.00
Remit to: ARCADIA, CA					FYTD:	$2,111.50
MILES, ROBERT	9525	06/03/2013	130601	RETIREE MED JUNE '13		$146.32
Remit to: MORENO VALLEY, CA					FYTD:	$2,007.87
MINARD, MARK E.	9526	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: REDLANDS, CA					FYTD:	$3,506.03
MISTRETTA, ARTHUR	217623	06/17/2013	041813	SPORTS OFFICIATING SERVICES-SOFTBALL		$60.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$960.00
MOLLICA, MIKE	9527	06/03/2013	130601	RETIREE MED JUNE '13		$401.42
Remit to: DUNNELLON, FL					FYTD:	$4,415.62
MONTGOMERY PLUMBING INC	217467	06/03/2013	052113	PLUMBING SVCS-ANIMAL SHELTER		$852.50
			052013	REPLACED TWO FAUCETS-SENIOR CTR		
Remit to: MORENO VALLEY, CA					FYTD:	$16,551.25
MONTGOMERY PLUMBING INC	217556	06/10/2013	052213	PLUMBING SVCS-ANIMAL SHELTER		$375.00
Remit to: MORENO VALLEY, CA					FYTD:	$16,551.25
MORA, PATRICIA A.	9528	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
MORENO VALLEY CHAMBER OF COMMERCE	217518	06/03/2013	3731	WAKE-UP MEETING ATTENDANCE-5/22/13		$45.00
Remit to: MORENO VALLEY, CA					FYTD:	$20,615.00
MORENO VALLEY CITY EMPLOYEES ASSOC.	9618	06/14/2013	2013-00000123	8710 - MVCEA EMPLOYEE DUES*		$1,369.00
Remit to: MORENO VALLEY, CA					FYTD:	$36,185.00
MORENO VALLEY CITY EMPLOYEES ASSOC.	9699	06/28/2013	2013-00000132	8710 - MVCEA EMPLOYEE DUES		$1,369.00
Remit to: MORENO VALLEY, CA					FYTD:	$36,185.00
MORENO VALLEY GATEWAY, LLC	9638	06/17/2013	2177	LEASE-SUITES 5-9/ESA ANNEX-JUL13		$17,142.59

MV00212017

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
MORENO VALLEY GATEWAY, LLC	9638	06/17/2013	2175	LEASE-FACILITIES ANNEX-JUL13		$17,142.59
			2176	LEASE-T/S ANNEX-JUL13		
Remit to: SAN JUAN CAPISTRANO, CA					FYTD:	$205,711.08
MORGAN, LISA A.	9529	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MENTONE, CA					FYTD:	$3,506.03
MOTOPORT USA	217708	06/24/2013	140424	NEW MOTOR UNIFORMS-PD		$7,877.52
Remit to: SAN MARCOS, CA					FYTD:	$11,529.68
MTGL, INC	9676	06/24/2013	0047042	CONSULTING SERVICES, GEOTECHNICAL - CITYWIDE PAVEMENT		$4,305.00
			0045054	CONSULTING SERVICES, GEOTECHNICAL - CITYWIDE PAVEMENT		
			0045055	CONSULTING SERVICES, GEOTECHNICAL - ALESSANDRO BLVD. IMP		
Remit to: ANAHEIM, CA					FYTD:	$21,920.00
MVBFSA	217594	06/10/2013	MVBFSA 1038029	REFUNDS FOR RENTALS		$500.00
Remit to: MORENO VALLEY, CA					FYTD:	$500.00
NATIONWIDE RETIREMENT SOLUTIONS CP	9613	06/14/2013	2013-00000117	8020 - DEF COMP PST - NATIONWIDE		$2,825.88
Remit to: COLUMBUS, OH					FYTD:	$737,316.85
NATIONWIDE RETIREMENT SOLUTIONS CP	9702	06/28/2013	2013-00000135	8020 - DEF COMP PST - NATIONWIDE		$2,576.96
Remit to: COLUMBUS, OH					FYTD:	$737,316.85
NAVARRETTE, RALPH	9530	06/03/2013	130601	RETIREE MED JUNE '13		$146.32

MV00212018

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$2,007.87
NAVCO NETWORKS & SECURITY	9588	06/10/2013	340504	REPAIR OF DVR LOCATED IN PATROL SGT. OFFICE		$578.05
Remit to: ANAHEIM, CA					FYTD:	$2,279.89
NELSON, ROBERT	9531	06/03/2013	130601	RETIREE MED JUNE '13		$255.43
Remit to: ONTARIO, CA					FYTD:	$3,134.73
NELSON, RUTH L.	9532	06/03/2013	130601	RETIREE MED JUNE '13		$173.37
Remit to: PERRIS, CA					FYTD:	$1,869.27
NEUSTAEDTER, CRAIG S	217501	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: IRVINE, CA					FYTD:	$3,506.03
NEW WORLD SYSTEMS, CORP	9639	06/17/2013	027805	LOGOS SOFTWARE ESCROW ANNUAL FEE		$1,102.00
Remit to: TROY, MI					FYTD:	$223,074.71
NEXUS IS, INC.	9640	06/17/2013	JC630051	CISCO 6500 48-PORT 10/100/1000 RJ45 MODULE		$18,948.02
			JC629919	CISCO FIREWALL FOR PD SURVEILLANCE AND TMS		
Remit to: VALENCIA, CA					FYTD:	$116,750.54
NIEBURGER, JUDITH A.	217502	06/03/2013	130601	RETIREE MED JUNE '13		$401.42
Remit to: MORENO VALLEY, CA					FYTD:	$4,415.62
NIELSEN LLC, CLARITAS	217557	06/10/2013	2090530	ANNUAL RENEWAL FOR SITEREPORTS.COM 5/20/13 - 5/19/14		$3,090.00
Remit to: CHARLOTTE, NC					FYTD:	$3,090.00

MV00212019

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
NINYO & MOORE GEOTECHNICAL	9677	06/24/2013	173138	CONSULTING SERVICES, GEOTECHNICAL - SR-60/MB PH I	$14,968.32
			172245	CONSULTING SERVICES, GEOTECHNICAL - SIP KENTLAND, WILSON, KINNY	
Remit to: SAN DIEGO, CA				FYTD:	$122,870.57
NUBIA FLORES	217524	06/03/2013	1043626	REFUND FOR TOWNGATE DEPOSIT	$200.00
Remit to: MORENO VALLEY, CA				FYTD:	$200.00
OLIVIER PRUD'HOMME	217644	06/17/2013	306 a	SOULSOMATIK BAND-6/21/13 CONCERT AT TOWNGATE PARK	$1,200.00
Remit to: STUDIO CITY, CA				FYTD:	$1,500.00
OVERLAND PACIFIC & CUTLER, INC.	9589	06/10/2013	1303239	RELOCATION SERVICES-MYERS AVE. PROJECT	$520.00
Remit to: LONG BEACH, CA				FYTD:	$57,235.75
PACIFIC SAFETY CENTER	9641	06/17/2013	431	ANNUAL MEMBERSHIP RENEWAL-SAFETY TRAINING PROGRAM	$3,670.00
			69709	HAZWOPER 8 HOUR & TRAFFIC CTRL & FLAGGER SAFETY CLASSES-APRIL'13	
Remit to: SAN DIEGO, CA				FYTD:	$5,620.00
PAINTING BY ZEB BODE	9480	06/03/2013	132305	CITY HALL 2ND FLOOR RENOVATION WORK-PAINT, PATCH, SAND WALLS	$8,890.50
			132804 a	PAINTING OF 2 ONE THOUSAND GAL. ABOVE GROUND FUEL STORAGE TANKS	
Remit to: NORCO, CA				FYTD:	$56,003.50
PAINTING BY ZEB BODE	9590	06/10/2013	132405	TOUCH UP PAINTING AT TOWNGATE COMMUNITY CENTER	$650.00
Remit to: NORCO, CA				FYTD:	$56,003.50

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
PAINTING BY ZEB BODE	9642	06/17/2013	130611	PAINTING AT CITY HALL-ACCENT COLOR IN ARCH WAYS		$800.00
Remit to: NORCO, CA					FYTD:	$56,003.50
PARSONS TRANSPORTATION GROUP, INC.	9693	06/27/2013	1306A245	ENGINEERING SERVCIES - SR-60/NASON OC		$375.55
Remit to: IRVINE, CA					FYTD:	$1,198,847.37
PATTERSON, ALFREY	217503	06/03/2013	130601	RETIREE MED JUNE '13		$146.32
Remit to: MORENO VALLEY, CA					FYTD:	$2,007.87
PEDLEY SQUARE VETERINARY CLINIC	9591	06/10/2013	APR-2013	VETERINARY SERVICES FOR MV ANIMAL SHELTER		$8,898.00
Remit to: RIVERSIDE, CA					FYTD:	$76,176.25
PERRY, NORMA	9533	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: LOCKEFORD, CA					FYTD:	$3,506.03
PERS LONG TERM CARE PROGRAM	217468	06/03/2013	2013-00000092	4720 - PERS LONG TERM CARE		$458.63
Remit to: PASADENA, CA					FYTD:	$11,465.75
PERS LONG TERM CARE PROGRAM	217625	06/17/2013	2013-00000113	4720 - PERS LONG TERM CARE		$458.63
Remit to: PASADENA, CA					FYTD:	$11,465.75
PERS RETIREMENT	9565	06/06/2013	P130510a	PERS RETIREMENT - CLASSIC		$9,342.18
Remit to: SACRAMENTO, CA					FYTD:	$6,282,891.10
PERS RETIREMENT	9566	06/06/2013	P130510b	PERS RETIREMENT - PEPRA		$2,481.21

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: SACRAMENTO, CA					FYTD:	$6,282,891.10
PERS RETIREMENT	9696	06/21/2013	P130524a	PERS RETIREMENT - CLASSIC		$8,086.47
Remit to: SACRAMENTO, CA					FYTD:	$6,282,891.10
PERS RETIREMENT	9697	06/21/2013	P130524b	PERS RETIREMENT - PEPRA		$3,537.01
Remit to: SACRAMENTO, CA					FYTD:	$6,282,891.10
PERS RETIREMENT	9855	06/30/2013	P130607a	PERS RETIREMENT - CLASSIC		$7,761.22
Remit to: SACRAMENTO, CA					FYTD:	$6,282,891.10
PERS RETIREMENT	9856	06/30/2013	P130607b	PERS RETIREMENT - PEPRA		$3,545.98
Remit to: SACRAMENTO, CA					FYTD:	$6,282,891.10
PLUMMER, TED	217742	06/24/2013	101	SOUND SYSTEMS FOR JULY 4, 2013 PARADE		$650.00
Remit to: MORENO VALLEY, CA					FYTD:	$650.00
POUNDS, NANCY	9534	06/03/2013	130601	RETIREE MED MAY '13, PD JUNE '13		$318.73
Remit to: BOISE, ID					FYTD:	$3,187.30
POWELL CONSTRUCTORS, INC.	9621	06/10/2013	W130603	RETENTION RELEASE PER ESCROW AGREEMENT		$22,773.70
Remit to: FONTANA, CA					FYTD:	$4,212,952.02
PRICE, GEORGE E.	9535	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
PROQUEST CSA	217470	06/03/2013	US10003693	RENEWAL OF SIRS DATABASES FOR 2013 FOR THE LIBRARY		$2,505.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: CHIGAGO, IL					FYTD:	$2,505.00
PSOMAS	217710	06/24/2013	89197	CONSULTING SERVICES, SURVEY - SR-60/NASON OC		$24,152.36
Remit to: SANTA ANA, CA					FYTD:	$137,850.77
PTM GENERAL ENGINEERING SERVICES, INC.	217711	06/24/2013	043013121	CONSTRUCTION CONTRACT RELEASE OF RETENTION		$8,903.82
Remit to: RIVERSIDE, CA					FYTD:	$178,076.33
PULLIAM, TRENT D.	9536	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MISSION VIEJO, CA					FYTD:	$3,506.03
QUALITY BOOKS, INC.	217558	06/10/2013	170974	CHILREN'S SPANISH BOOKS FOR THE LIBRARY-BACKORDER		$35.86
Remit to: OREGON, IL					FYTD:	$667.32
RAIMI & ASSOCIATES, INC	217606	06/10/2013	13-640	HIGHWAY 60 CORRIDOR STUDY (PA13-0003)		$12,992.50
Remit to: BERKELEY, CA					FYTD:	$12,992.50
RAY SIKES	217670	06/17/2013	1047208	REFUND ADULT SOFTBALL LEAGUE		$477.00
Remit to: MORENO VALLEY, CA					FYTD:	$477.00
RAY-RAMIREZ, DARCY L.	217504	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: RIVERSIDE, CA					FYTD:	$3,506.03
RBF CONSULTING, INC.	9481	06/03/2013	12090507	CONSULTING SERVICES, ENGINEERING - ALESSANDRO MEDIAN		$1,340.30
Remit to: IRVINE, CA					FYTD:	$93,079.63
RBF CONSULTING, INC.	9679	06/24/2013	848276	CONSULTING SERVICES, ENGINEERING - CACTUS/NASON		$1,202.95

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: IRVINE, CA					FYTD:	$93,079.63
REBECCA CHIAVETTA	217586	06/10/2013	R13-062323	AS REFUND-MICROCHIP REFUND		$16.00
Remit to: MORENO VALLEY, CA					FYTD:	$16.00
RECORDED BOOKS	217471	06/03/2013	74610825	AUDIOBOOK FOR LIBRARY CIRCULATION		$165.92
			74597566	AUDIOBOOK FOR LIBRARY CIRCULATION		
			74596066	AUDIOBOOK FOR LIBRARY CIRCULATION		
			74596063	AUDIOBOOK FOR LIBRARY CIRCULATION		
Remit to: BALTIMORE, MD					FYTD:	$1,010.25
RECORDED BOOKS	217559	06/10/2013	74712133	AUDIOBOOKS FOR LIBRARY CIRCULATION		$344.15
			74601537	AUDIOBOOK FOR LIBRARY CIRCULATION		
			74691400	AUDIOBOOKS FOR LIBRARY CIRCULATION		
			74692919	SALES TAX ON EAR BUDS FOR AUDIOBOOKS		
			74708625	AUDIOBOOK FOR LIBRARY CIRCULATION		
			74596279	AUDIOBOOK REPLACEMENT CDS FOR LIBRARY		
Remit to: BALTIMORE, MD					FYTD:	$1,010.25
RENE ALVAREZ	217646	06/17/2013	B130000	REFUND-80% BUILDING PERMIT FEE		$515.75
Remit to: RIVERSIDE, CA					FYTD:	$515.75
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	9643	06/17/2013	10991173	LINENS RENTAL FOR CRC		$106.70
			10986000	LINENS RENTAL FOR CRC & SPECIAL EVENTS		
Remit to: LOS ANGELES, CA					FYTD:	$1,777.13

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
RHA LANDSCAPE ARCHITECTS-PLANNERS	217626	06/17/2013	0513013	SHADOW MOUNTAIN PARK RAMP MODIFICATION DESIGN PROJ-REIMB EXPENSE	$1,846.70
			0513012	SHADOW MOUNTAIN PARK RAMP MODIFICATION DESIGN SERVICES	
Remit to: RIVERSIDE, CA				FYTD:	$5,276.70
RHONDA MAUTNER	217663	06/17/2013	R13-061610	AS REFUND-ADOPT,VACCINES,CHIP,LIC,RABIES DEP	$102.00
Remit to: MORENO VALLEY, CA				FYTD:	$102.00
RICK ENGINEERING COMPANY	9644	06/17/2013	0031497	CONSULTING SERVICES, SURVEY - SIP KENTLAND WILSON KINNY	$1,080.00
Remit to: RIVERSIDE, CA				FYTD:	$197,576.96
RICK HARTMANN	217496	06/03/2013	130601	RETIREE MED JUNE '13	$318.73
Remit to: SAN DIMAS, CA				FYTD:	$2,868.57
RIDGE MORENO VALLEY, LLC	217602	06/10/2013	CFD#4-INFRA	REFUND-CFD#4-INFRASTRUCTURE TRUST ACCT. CLOSED	$1,194.50
Remit to: LONG BEACH, CA				FYTD:	$1,194.50
RIGHTWAY SITE SERVICES, INC.	217714	06/24/2013	724609	PORTABLE RESTROOMS-EQUESTRIAN CENTER	$381.30
			724608	PORTABLE RESTROOM-COTTONWOOD GOLF COURSE	
Remit to: LAKE ELSINORE, CA				FYTD:	$6,053.81
RIVERSIDE COUNTY DEPARTMENT OF HEALTH	217627	06/17/2013	HS0000004109	RABIES TESTS-ANIMAL SVCS	$100.00
Remit to: RIVERSIDE, CA				FYTD:	$1,656.00
RIVERSIDE COUNTY FIRE DEPARTMENT	217472	06/03/2013	231574	CONSTRUCTION SUPPORT COSTS - FIRE STATION #99	$3,378.19

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: PERRIS, CA					FYTD:	$6,757.77
RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT)	217473	06/03/2013	9990023000-1304	800-MHZ RADIO MONTHLY LEASE		$189.90
Remit to: RIVERSIDE, CA					FYTD:	$25,373.87
RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT)	217715	06/24/2013	SR315577	MATERIAL FOR MVPD - MONITOR ROOM		$1,503.90
Remit to: RIVERSIDE, CA					FYTD:	$25,373.87
RIVERSIDE COUNTY SHERIFF CIVIL DIVISION-WEST	217474	06/03/2013	2013-00000093	1015 - GARNISHMENT - CREDITOR %		$156.56
Remit to: RIVERSIDE, CA					FYTD:	$6,192.38
RLZ ENGINEERING	9593	06/10/2013	513	CONSULTING SERVICES, PROJECT MANAGEMENT		$11,475.00
Remit to: CORONA, CA					FYTD:	$17,287.50
ROCHA, SARA L.	9537	06/03/2013	130601	RETIREE MED MAR-MAY '13 & JUNE-AUG '13 MEDI, PD JUNE '13		$814.20
Remit to: QUEEN CREEK, AZ					FYTD:	$3,031.30
RODRIGO DELGADILLO	217653	06/17/2013	7009561-05	SOLAR INCENTIVE REBATE		$11,191.50
Remit to: MORENO VALLEY, CA					FYTD:	$11,191.50
ROGER WOLFSON	217600	06/10/2013	R13-062182	AS REFUND- RABIES & S/N DEPOSITS		$95.00
Remit to: LOS ANGELES, CA					FYTD:	$95.00
ROGERS, EUGENE	9538	06/03/2013	130601	RETIREE MED JUNE '13		$318.73

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: PEBBLE BEACH, CA					FYTD:	$3,506.03
ROSEEN, ROBERT	217582	06/10/2013	SPRING 2013	TUITION REIMBURSEMENT		$1,500.00
Remit to: REDLANDS, CA					FYTD:	$1,677.50
ROSEEN, ROBERT	217583	06/10/2013	4/9-4/11/13	TRAVEL PER DIEM - NAB 2013 SHOW/COUNCIL EQUIP UPGRADE RESEARCH		$177.50
Remit to: REDLANDS, CA					FYTD:	$1,677.50
ROSENOW SPEVACEK GROUP (RSG, INC.)	217560	06/10/2013	0029076	ELIGIBILITY REVIEW - ARANA		$325.00
Remit to: SANTA ANA, CA					FYTD:	$13,873.98
ROSENOW SPEVACEK GROUP (RSG, INC.)	217628	06/17/2013	0028998	NSP ELIGIBILITY REVIEW SERVICES		$490.00
Remit to: SANTA ANA, CA					FYTD:	$13,873.98
ROSS, DAVID T.	9539	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
ROSSON, LOUIS A.	9540	06/03/2013	130601a	RETIREE MED APR-MAY '13, PD JUNE '13		$366.37
			130601	RETIREE MED JUNE '13		
Remit to: PERRIS, CA					FYTD:	$3,116.21
RUSSO, JOHN	9541	06/03/2013	130601	RETIREE MED JUNE '13		$146.32
Remit to: RANCHO MIRAGE, CA					FYTD:	$2,007.87
RUTH ROBLEDO	217667	06/17/2013	R13-060181	AS REFUND-S/N DEPOSIT		$75.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$75.00
RYMAX ELECTRIC, INC.	217603	06/10/2013	3434	REPAIR SPORTS LIGHTS AND REPLACE LAMPS AT MORRISON PARK		$5,117.57
Remit to: UPLAND, CA					FYTD:	$9,967.57
SAFEWAY SIGN CO.	9482	06/03/2013	94027	TRAFFIC SIGNS, POSTS, HARDWARE		$3,072.82
Remit to: ADELANTO, CA					FYTD:	$23,214.45
SALVATION ARMY	217561	06/10/2013	2013-01	CDBG PROGRAM REIMB. FOR FOOD PANTRY PROGRAM		$6,366.00
Remit to: MORENO VALLEY, CA					FYTD:	$11,366.00
SARAH ORTIZ	217596	06/10/2013	R13-061851	AS REFUND-ADOPT,VACCINES,MICROCHIP		$67.00
Remit to: MENIFEE, CA					FYTD:	$67.00
SCHIEFELBEIN, LORI C.	217505	06/03/2013	130601	RETIREE MED MAY '13, PD JUNE '13		$318.73
Remit to: BULLHEAD CITY, AZ					FYTD:	$17,819.78
SCHIEFELBEIN, LORI C.	217629	06/17/2013	MAY 2013	CONSULTANT SVCS-ROTATIONAL TOW PROGRAM		$948.75
Remit to: BULLHEAD CITY, AZ					FYTD:	$17,819.78
SCHUMAN, MICHAEL	9542	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: RIVERSIDE, CA					FYTD:	$3,506.03
SCOTT FAZEKAS & ASSOCIATES, INC	217475	06/03/2013	16653	PLAN CHECK SERVICES FOR BLDG & SAFETY DEPT.		$9,770.67
			16692	PLAN CHECK SERVICES FOR BLDG & SAFETY DEPT.		

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: IRVINE, CA					FYTD:	$13,818.67
SECRETARY OF STATE - STMT OF INFO UNIT	217519	06/03/2013	NOTARY EXAM	NOTARY PUBLIC EXAM FEE FOR KARYN KIEFER		$40.00
Remit to: SACRAMENTO, CA					FYTD:	$100.00
SECTRAN SECURITY, INC	217716	06/24/2013	13060637 - ENT	ARMORED TRANSPORT SERVICES-MV UTILITY		$477.00
			13060637 - PR	ARMORED TRANSPORT SERVICES-PARKS & COMM. SVCS		
			13060637 - CH	ARMORED TRANSPORT SERVICES-CITY HALL		
Remit to: LOS ANGELES, CA					FYTD:	$5,724.00
SHARRETT, SHARON K.	9543	06/03/2013	130601	RETIREE MED JUNE '13		$173.37
Remit to: ONTARIO, CA					FYTD:	$1,869.27
SHEANIA COLEMAN	217651	06/17/2013	1045041	REFUND FOR SUMMER YOUTH BASKETBALL		$70.00
Remit to: MORENO VALLEY, CA					FYTD:	$70.00
SHELDON, STUART H.	217506	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MURRIETA, CA					FYTD:	$3,506.03
SHELL OIL CO.	217476	06/03/2013	065159196305	FUEL PURCHASE-M&O TREE CREW		$19.52
Remit to: COLUMBUS, OH					FYTD:	$22,333.75
SHELL OIL CO.	217562	06/10/2013	090043845305	FUEL PURCHASES-SPEC. DISTRICTS STAFF		$80.00
Remit to: COLUMBUS, OH					FYTD:	$22,333.75
SHELL OIL CO.	217717	06/24/2013	065124489306	FUEL PURCHASES-PD MOTORCYCLES		$1,821.17

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: COLUMBUS, OH					FYTD:	$22,333.75
SHERRY BROWN	217532	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$318.73
SKY PUBLISHING	217563	06/10/2013	13_4_105	1/2 PAGE SHOP MOVAL ADVERTISEMENT/JUNE 27-29 ISSUE		$857.00
Remit to: MORENO VALLEY, CA					FYTD:	$62,056.00
SKY PUBLISHING	217630	06/17/2013	13_4_107	YOUR VILLA MAGAZINE 1/2 PAGE AD - USED OIL RECYCLING LOCATIONS		$1,680.00
			13_4_106	YOUR VILLA MAGAZINE 1/2 PAGE AD - BOTTLES AND CANS RECYCLING		
Remit to: MORENO VALLEY, CA					FYTD:	$62,056.00
SLAGERMAN, SUSAN A.	9544	06/03/2013	130601	RETIREE MED APRIL-MAY '13, PD JUNE '13		$637.46
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
SLOVER, JASON	217520	06/03/2013	6/10-6/13/13	TRAVEL PER DIEM FOR DRUG IMPAIRED DRIVER TRAINING COURSE		$130.00
Remit to: MORENO VALLEY, CA					FYTD:	$130.00
SMITH, MARIA A.	9545	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
SOCO GROUP, INC	9646	06/17/2013	696240	FUEL FOR CITY VEHICLES & EQUIPMENT		$7,109.52
Remit to: PERRIS, CA					FYTD:	$373,580.48
SOPHIA BOBADILLA	217523	06/03/2013	1043620	REFUND FOR TOWNGATE DEPOSIT		$200.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$200.00
SOUTH COAST AIR QUALITY MGMT DISTRICT	217631	06/17/2013	2595892	AQMD "HOT SPOTS" PROGRAM FEE-CITY HALL (07/2012-06/2013)		$233.22
			2610787	AQMD "HOT SPOTS" PROGRAM FEE-FIRE ST. #99 (07/2012-06/2013)		
Remit to: DIAMOND BAR, CA					FYTD:	$4,229.37
SOUTH COAST AIR QUALITY MGMT DISTRICT	217718	06/24/2013	2610828	AQMD "HOT SPOTS" PROGRAM FEE-CRC (07/2012-06/2013)		$116.61
Remit to: DIAMOND BAR, CA					FYTD:	$4,229.37
SOUTHERN CALIFORNIA EDISON 1	217478	06/03/2013	MAY-13 6/3/13	ELECTRICITY		$6,111.56
Remit to: ROSEMEAD, CA					FYTD:	$3,146,869.57
SOUTHERN CALIFORNIA EDISON 1	217564	06/10/2013	MAY-13 6/10/13	ELECTRICITY		$5,461.06
Remit to: ROSEMEAD, CA					FYTD:	$3,146,869.57
SOUTHERN CALIFORNIA GAS CO.	217633	06/17/2013	MAY-2013	GAS CHARGES		$4,154.72
Remit to: MONTEREY PARK, CA					FYTD:	$63,301.51
SPARKLETTS	217634	06/17/2013	7364596 060213	BOTTLED WATER/SVC-CREEKSIDE ELEMENTARY "A CHILD'S PLACE"		$44.31
			7363683 060213	BOTTLED WATER/SVC-ARMADA ELEMENTARY "A CHILD'S PLACE"		
			7364551 052313	BOTTLED WATER/SVC-SUNNYMEAD ELEMENTARY "A CHILD'S PLACE"		
Remit to: DALLAS, TX					FYTD:	$1,141.36
SPARKLETTS	217720	06/24/2013	7387294 060713	BOTTLED WATER/SVC-COTTONWOOD GOLF COURSE		$5.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: DALLAS, TX					FYTD:	$1,141.36
SPECK, GARY B.	9546	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
SPENCER, MARTHA	9547	06/03/2013	130601	RETIREE MED JUNE '13		$146.32
Remit to: MORENO VALLEY, CA					FYTD:	$2,007.87
SPRINT	9595	06/10/2013	634235346-033	CELLULAR PHONE SVC FOR PD SET		$631.15
			417544340-078	CELLULAR PHONE SVC FOR PD GTF		
Remit to: CAROL STREAM, IL					FYTD:	$9,348.89
SPRINT	217721	06/24/2013	LCI-171257	CELLULAR TECH EXTRACTION & LOCATOR SVCS		$30.00
Remit to: KANSAS CITY, MO					FYTD:	$9,348.89
STANDARD INSURANCE CO	217521	06/03/2013	130601	SUPPLEMENTAL INSURANCE		$1,916.13
Remit to: PORTLAND, OR					FYTD:	$376,006.03
STANLEY CONVERGENT SECURITY SOLUTNS, INC	9596	06/10/2013	10113674	ALARM SYSTEM MONITORING SVCS-TS ANNEX		$1,049.91
			10106339	ALARM SYSTEM MONITORING SVCS-ANNEX 1 BLDG (FIRE ALARM)		
			10137617	ALARM SYSTEM MONITORING SVCS-ANNEX 1 BLDG (BURGLAR ALARM)		
Remit to: PALATINE, IL					FYTD:	$49,613.89
STATE BOARD OF EQUALIZATION 1	9847	06/20/2013	053113	SALES & USE TAX 5/1/13 TO 6/15/13		$2,540.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: SACRAMENTO, CA					FYTD:	$26,069.12
STATE DISBURSEMENT UNIT	9614	06/14/2013	2013-00000118	1005 - GARNISHMENT - CHILD SUPPORT*		$2,091.06
Remit to: WEST SACRAMENTO, CA					FYTD:	$57,287.98
STATE DISBURSEMENT UNIT	9701	06/28/2013	2013-00000134	1005 - GARNISHMENT - CHILD SUPPORT*		$2,192.67
Remit to: WEST SACRAMENTO, CA					FYTD:	$57,287.98
STATE OF CALIF. DEPT OF TRANSPORTATION	217750	06/27/2013	EA 32301	EQUIPMENT FOR TRAFFIC SIGNAL - SR-60/MB		$1,299.49
Remit to: SAN BERNARDINO, CA					FYTD:	$21,299.49
STATE OF CALIFORNIA DEPT. OF JUSTICE	217566	06/10/2013	920419	FINGERPRINTING SVCS FOR VOLUNTEERS		$608.00
			904800	FINGERPRINTING SVCS FOR VOLUNTEERS		
			889585	FINGERPRINTING SVCS FOR VOLUNTEERS		
Remit to: SACRAMENTO, CA					FYTD:	$36,729.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	217635	06/17/2013	968398 (HR)	FINGERPRINTING SVCS-HR DEPT/EMPLOYMENT RELATED		$640.00
Remit to: SACRAMENTO, CA					FYTD:	$36,729.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	217722	06/24/2013	973220	FINGERPRINTING SVCS-PD		$1,619.00
			968398 (ERF)	FINGERPRINTING SVCS-VOLUNTEER SVCS/ERF		
Remit to: SACRAMENTO, CA					FYTD:	$36,729.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	217723	06/24/2013	968398 (C. PTRL)	FINGERPRINTING SVCS-CITZ. PATROL VOLUNTEERS		$128.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: SACRAMENTO, CA					FYTD:	$36,729.00
STENO SOLUTIONS TRANSCRIPTION SVCS., IN	9682	06/24/2013	42534	TRANSCRIPTION SERVICES FOR PD		$3,486.72
			42550	TRANSCRIPTION SERVICES FOR PD		
Remit to: CORONA, CA					FYTD:	$31,583.68
STEVE SALAIZ	217743	06/24/2013	JUN-2013	INSTRUCTOR SVCS-TAE KWON DO CLASS		$39.00
Remit to: MIRA LOMA, CA					FYTD:	$273.00
STEWART, CLIFFORD	9548	06/03/2013	130601	RETIREE MED JUNE '13		$210.74
Remit to: GLENDALE, AZ					FYTD:	$2,621.64
STILES ANIMAL REMOVAL, INC.	217567	06/10/2013	101548	LARGE ANIMAL CARCASS REMOVAL		$150.00
Remit to: GUASTI, CA					FYTD:	$900.00
STK ARCHITECTURE, INC.	9484	06/03/2013	19770	ANNEX 1 REDESIGN & RENOVATION PROJECT REIMBURSABLES		$1,468.69
Remit to: TEMECULA, CA					FYTD:	$243,599.28
STK ARCHITECTURE, INC.	9648	06/17/2013	19774	CONSULTING SERVICES, DESIGN - CITY 2ND LEVEL		$12,977.71
			19772	CONSULTING SERVICES, DESIGN - CITY HALL 2ND LEVEL		
			19737	CONSULTING SERVICES, DESIGN - CITY HALL 2ND LEVEL		
			19771	CONSULTING SERVICES, DESIGN - CITY HALL 2ND LEVEL		
Remit to: TEMECULA, CA					FYTD:	$243,599.28
STK ARCHITECTURE, INC.	9683	06/24/2013	19803	CONSULTING SERVICES, DESIGN - CITY HALL 2ND LEVEL		$10,070.96
			19717	CONSULTING SERVICES, DESIGN - FS NO. 6 STORAGE		

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
STK ARCHITECTURE, INC.	9683	06/24/2013	19718	CONSULTING SERVICES, DESIGN - FS NO. 6 STORAGE		$10,070.96
			19775	CONSULTING SERVICES, DESIGN - FS NO. 6 STORAGE		
			19805	CONSULTING SERVICES, DESIGN - CITY HALL 2ND LEVEL		
			19804	CONSULTING SERVICES, DESIGN - CITY HALL 2ND LEVEL		
			19776	CONSULTING SERVICES, DESIGN - FS NO. 6 STORAGE		
Remit to: TEMECULA, CA					FYTD:	$243,599.28
STRADLING, YOCCA, CARLSON & RAUTH	9684	06/24/2013	280110-0032	LEGAL SERVICES		$2,744.48
			280109-0031	LEGAL SERVICES		
Remit to: NEWPORT BEACH, CA					FYTD:	$106,063.91
STREICH, TERRY L.	9549	06/03/2013	130601	RETIREE MED VSP JUNE '13, PD JUNE '13		$30.33
Remit to: MORENO VALLEY, CA					FYTD:	$2,193.21
STRICKLER ASSOCIATION, THE	9597	06/10/2013	4900	SURPLUS PROPERTY CONSULTING SERVICES		$1,162.50
Remit to: SAN BERNARDINO, CA					FYTD:	$18,314.98
STRICKLER ASSOCIATION, THE	9685	06/24/2013	4800	CONSULTANT SVCS-HABITAT FOR HUMANITY PROJECT		$97.50
Remit to: SAN BERNARDINO, CA					FYTD:	$18,314.98
SUNNYMEAD ACE HARDWARE	217480	06/03/2013	49026	MISC. SUPPLIES FOR FIRE STATION		$34.51
			51426	MISC. SUPPLIES FOR FIRE STATION 48-3 KEYS FOR STATION		
Remit to: MORENO VALLEY, CA					FYTD:	$1,623.03
SUNNYMEAD ACE HARDWARE	217568	06/10/2013	51791	MISC. SUPPLIES FOR PD		$43.13
			51721	MISC. SUPPLIES FOR PD		

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$1,623.03
SUNNYMEAD ACE HARDWARE	217724	06/24/2013	51812	MISC. SUPPLIES FOR PD		$28.57
			51801	MISC. SUPPLIES FOR PD		
			51802	MISC. SUPPLIES FOR PD		
Remit to: MORENO VALLEY, CA					FYTD:	$1,623.03
SUNNYMEAD ANIMAL HOSPITAL	217725	06/24/2013	247556	VETERINARY CARE/SVCS FOR PATROL K-9 IVAN		$30.00
Remit to: MORENO VALLEY, CA					FYTD:	$307.50
TAMARA PITMAN	217666	06/17/2013	R13-061543	AS REFUND-RABIES (2) & S/N DEPOSITS		$115.00
Remit to: LOS ANGELES, CA					FYTD:	$115.00
TAX COMPLIANCE SERVICES	217481	06/03/2013	2012-2013 STMT10	UUT AUDIT & CONSULTING SERVICES		$5,000.00
Remit to: THOUSAND OAKS, CA					FYTD:	$55,000.00
TAYLER GRANT	217658	06/17/2013	1047049	REFUND PEE WEE TBALL AND JR TBALL		$132.00
Remit to: MORENO VALLEY, CA					FYTD:	$132.00
TERRI BILTON	217648	06/17/2013	489104	REFUND DOG TRAINING		$77.00
Remit to: MORENO VALLEY, CA					FYTD:	$77.00
THE PENWORTHY COMPANY	9598	06/10/2013	259856	CHILDREN'S BOOKS FOR THE LIBRARY		$398.23
Remit to: MILWAUKEE, WI					FYTD:	$2,179.76
THERMAL COMBUSTION INNOVATORS	217482	06/03/2013	107713	BIOHAZARD MEDICAL WASTE DISPOSAL SVCS FOR ANIMAL SHELTER		$88.03

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: COLTON, CA					FYTD:	$1,033.29
THINK TOGETHER, INC.	217672	06/17/2013	1049032	REFUND FOR TOWNGATE DEPOSIT		$200.00
Remit to: MORENO VALLEY, CA					FYTD:	$200.00
THOMAS/KAYLENE ALVAREZ	217584	06/10/2013	R13-062421	AS REFUND-TRAP DEPOSIT		$50.00
Remit to: MORENO VALLEY, CA					FYTD:	$50.00
THOMPSON COBURN LLP	9485	06/03/2013	2528626	LEGAL SVCS FOR MVU		$33.50
Remit to: WASHINGTON, DC					FYTD:	$7,370.48
TIME WARNER CABLE	217483	06/03/2013	031518001 5/3/13	CABLE TV SERVICE FOR COTTONWOOD GOLF COURSE		$61.90
Remit to: CORONA, CA					FYTD:	$123.80
TIME WARNER CABLE	217636	06/17/2013	031518001 6/1/13	CABLE TV SERVICE FOR COTTONWOOD GOLF COURSE		$61.90
Remit to: PITTSBURGH, PA					FYTD:	$123.80
TIME WARNER CABLE 2	217484	06/03/2013	8448400551506863	CABLE/BROADBAND SERVICE FOR FIRE ST. 58 TRAINING ROOM		$401.46
Remit to: CITY OF INDUSTRY, CA					FYTD:	$602.19
TIME WARNER CABLE 2	217726	06/24/2013	6/5/13 STMT	CABLE/BROADBAND SVC-FIRE ST. 58 TRNG RM-ACCT #8448400551506863		$200.73
Remit to: CITY OF INDUSTRY, CA					FYTD:	$602.19
TIMOTHY BROWN	217746	06/24/2013	00009538	REFUND DUPLICATE PAYMENT		$88.26
Remit to: REDLANDS, CA					FYTD:	$88.26

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
TIMOTHY CARROLL	217580	06/10/2013	4/9-4/11/13	MILEAGE & PER DIEM-NAB 2013 SHOW/COUNCIL EQUIP UPGRADE RESEARCH		$460.00
Remit to: LA HABRA, CA					FYTD:	$460.00
TKE ENGINEERING INC	217637	06/17/2013	2012-261	CONSULTING SERVICES, ENGINEERING - DRACAEA/PERRIS TO PATRICIA		$1,220.00
Remit to: RIVERSIDE, CA					FYTD:	$4,122.50
TMAD TAYLOR & GAINES ENGINEERS	217485	06/03/2013	00077726	GRANT APPLICATION ASSISTANCE - HIGHWAY BRIDGE MAINTENANCE		$10,000.00
Remit to: PASADENA, CA					FYTD:	$48,046.40
TMAD TAYLOR & GAINES ENGINEERS	217727	06/24/2013	00078107	PROFESSIONAL ENGINEERING SERVICES - EOC GENERATOR		$24,446.40
			00080535	PROFESSIONAL ENGINEERING SERVICES - EOC GENERATOR		
			00080501	PROFESSIONAL ENGINEERING SERVICES - CITY HALL EXTERIOR IMP.		
Remit to: PASADENA, CA					FYTD:	$48,046.40
TR DESIGN GROUP, INC.	9599	06/10/2013	1755	ARCHITECTURAL SERVICES-PD BALLISTIC GLASS PROJECT REIMBURSABLES		$6,198.35
			1754	ARCHITECTURAL SERVICES-PD BALLISTIC GLASS PROJECT		
Remit to: RIVERSIDE, CA					FYTD:	$32,317.50
TRICHE, TARA	217744	06/24/2013	JUN-2013	INSTRUCTOR SVCS-DANCE CLASSES		$1,998.00
Remit to: MORENO VALLEY, CA					FYTD:	$26,402.40
TROPICAL PLAZA NURSERY, INC.	9600	06/10/2013	M51866	LANDSCAPE MAINT.-ZONE E-2		$6,101.66

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: VILLA PARK, CA					FYTD:	$119,246.27
TROPICAL PLAZA NURSERY, INC.	9687	06/24/2013	M52028	LANDSCAPE MAINT.-ZONE E-2		$21,080.90
			M51955	ANNUAL WEED ABATEMENT-HIDDEN SPRINGS/ZONE E-2		
			M51972	LANDSCAPE WORK-4' BUFFER ZONE BEHIND HOMES-ZONE E-2/PASEO AREAS		
			M51977	IRRIGATION REPAIRS-ZONE E-2		
Remit to: VILLA PARK, CA					FYTD:	$119,246.27
TROY ALARM INC.	217728	06/24/2013	51411	FIRE ALARM SERVICES - MORRISON PARK FS		$366.00
Remit to: RIVERSIDE, CA					FYTD:	$366.00
TWRITE, INC.	217729	06/24/2013	13-0129	WEBMASTER SERVICES-COMPLEX PROGRAMMING FOR CSD LOOK UP		$14,133.75
			13-0128	WEBMASTER SERVICES-CITY WEBSITE MAINTENANCE		
			13-0127	WEBMASTER SERVICES-CITY WEBSITE MAINTENANCE		
Remit to: RIVERSIDE, CA					FYTD:	$14,133.75
U.S. HEALTHWORKS MEDICAL GROUP	217570	06/10/2013	2271876-CA	EMPLOYMENT DOT/DRUG SCREENING EXAMS		$230.00
			2279278-CA	EMPLOYMENT DOT/DRUG SCREENING EXAMS		
Remit to: LOS ANGELES, CA					FYTD:	$3,844.26
UNDERGROUND SERVICE ALERT	9688	06/24/2013	520130443 d	DIGALERT TICKETS SUBSCRIPTION SERVICE		$439.50
			520130443 a	DIGALERT TICKETS SUBSCRIPTION SERVICE		
			520130443 b	DIGALERT TICKETS SUBSCRIPTION SERVICE		
			520130443 c	DIGALERT TICKETS SUBSCRIPTION SERVICE		

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: CORONA, CA					FYTD:	$4,911.00
UNION BANK OF CALIFORNIA 1	217571	06/10/2013	806111	INVESTMENT SAFEKEEPING SERVICES		$291.67
Remit to: SAN DIEGO, CA					FYTD:	$3,242.70
UNITED ROTARY BRUSH CORP	9486	06/03/2013	275423	STREET SWEEPER REPAIR PARTS		$916.38
			275443	STREET SWEEPER BROOM KITS/RECONDITIONING		
Remit to: ESCONDIDO, CA					FYTD:	$36,691.73
UNITED ROTARY BRUSH CORP	9602	06/10/2013	27558	STREET SWEEPER BROOM KITS/RECONDITIONING		$2,746.89
			275540	STREET SWEEPER REPAIR PARTS		
			275543	STREET SWEEPER REPAIR PARTS		
			275572	STREET SWEEPER BROOM KITS/RECONDITIONING & REPAIR PARTS		
Remit to: ESCONDIDO, CA					FYTD:	$36,691.73
UNITED ROTARY BRUSH CORP	9650	06/17/2013	275613	STREET SWEEPER BROOM KITS/RECONDITIONING & REPAIR PARTS		$1,012.30
Remit to: ESCONDIDO, CA					FYTD:	$36,691.73
UNITED WAY OF INLAND VALLEYS	217486	06/03/2013	2013-00000094	8720 - UNITED WAY		$261.00
Remit to: RIVERSIDE, CA					FYTD:	$9,187.00
UNITED WAY OF INLAND VALLEYS	217638	06/17/2013	2013-00000114	8720 - UNITED WAY		$261.00
Remit to: RIVERSIDE, CA					FYTD:	$9,187.00
UNIVAR USA, INC	217572	06/10/2013	RV565913	AG CHEMICALS/FERTILIZER FOR PARKS/CFD #1/CONTRACT AREAS		$4,816.43

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: LOS ANGELES, CA					FYTD:	$16,855.32
URBAN CROSSROADS, INC.	217730	06/24/2013	23917	TUMF NETWORK UPDATE		$6,902.50
			24127	CONSTRUCTION SUPPORT SERVICES - CACTUS/NASON		
			24121	TUMF NETWORK UPDATES		
Remit to: IRVINE, CA					FYTD:	$21,460.00
USA MOBILITY/ARCH WIRELESS	9651	06/17/2013	W6218870F	PAGER SERVICE		$34.68
Remit to: SPRINGFIELD, VA					FYTD:	$435.53
VACATE PEST ELIMINATION COMPANY	9603	06/10/2013	41512	PEST CONTROL SERVICE-CONFERENCE & REC CTR		$1,260.00
			41501	PEST CONTROL SERVICE-TOWNGATE COMM. CTR.		
			41503	PEST CONTROL SERVICE-UTILITY FIELD OFFICE		
			41373	PEST CONTROL SERVICE-FIRE ST. #91		
			41500	PEST CONTROL SERVICE-FIRE ST. #48		
			41505	PEST CONTROL SERVICE-FIRE ST. #6		
			41506	PEST CONTROL SERVICE-LIBRARY		
			41507	PEST CONTROL SERVICE-FIRE ST. #58		
			41502	PEST CONTROL SERVICE-FIRE ST. #99		
			41509	PEST CONTROL SERVICE-FIRE ST. #2		
			41682	PEST CONTROL SERVICE-GOLF COURSE PRO SHOP		
			41683	PEST CONTROL SERVICE-CITY HALL		
			41691	PEST CONTROL SERVICE-MARCH FIELD PARK COMM. CTR.		
			41470	PEST CONTROL SERVICE-FIRE ST. #65		
			41508	PEST CONTROL SERVICE-SENIOR CENTER		

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
VACATE PEST ELIMINATION COMPANY	9603	06/10/2013	41692	PEST CONTROL SERVICE-TRANSP. TRAILER		$1,260.00
			41684	PEST CONTROL SERVICE-CITY YARD		
			41690	PEST CONTROL SERVICE-MARCH FIELD BLDG 823		
			41689	PEST CONTROL SERVICE-ANIMAL SHELTER		
			41688	PEST CONTROL SERVICE-ANNEX 1 BLDG		
			41686	PEST CONTROL SERVICE-EOC		
			41685	PEST CONTROL SERVICE-PUBLIC SAFETY BLDG		
Remit to: MORENO VALLEY, CA					FYTD:	$18,485.00
VARIABLE SPEEDS SOLUTIONS INC	9604	06/10/2013	9626	EMERGENCY PUMP REPAIR - TRACT 32625		$2,028.00
			9662	EMERGENCY PUMP REPAIR - ZONE E-14		
Remit to: HUNTINGTON BEACH, CA					FYTD:	$5,543.00
VASQUEZ, CAROL	217507	06/03/2013	130601	RETIREE MED APRIL '13, PD JUNE '13		$318.73
Remit to: RIALTO, CA					FYTD:	$1,593.65
VERIZON	217639	06/17/2013	EQN6913105-13148	BACKBONE COMMUNICATION CHARGES		$1,744.75
Remit to: TRENTON, NJ					FYTD:	$21,102.02
VICTOR MEDICAL CO	217573	06/10/2013	3313687	ANIMAL MEDICAL SUPPLIES/VACCINES		$1,042.76
Remit to: LAKE FOREST, CA					FYTD:	$28,690.51
VIGIL, ERNEST	9551	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
VINCENT, CLARENCE	217508	06/03/2013	130601	RETIREE MED MAY '13, PD JUNE '13		$318.73

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$18,711.79
VISION SERVICE PLAN	9487	06/03/2013	130601	EMPLOYEE VISION INSURANCE		$3,889.20
Remit to: SAN FRANCISCO, CA					FYTD:	$47,025.62
VISTA PAINT CORPORATION	217574	06/10/2013	2013-737815-00	PAINT FOR CITY PARKS		$820.86
			2013-743500-00	PAINT/SUPPLIES FOR EQUESTRIAN CENTER		
Remit to: FULLERTON, CA					FYTD:	$44,805.87
VOYAGER FLEET SYSTEM, INC.	9605	06/10/2013	869211615317	CNG FUEL PURCHASES		$2,348.63
Remit to: HOUSTON, TX					FYTD:	$25,056.67
VOYAGER FLEET SYSTEM, INC.	9652	06/17/2013	869211615321	CNG FUEL PURCHASES		$2,408.13
Remit to: HOUSTON, TX					FYTD:	$25,056.67
VULCAN MATERIALS CO, INC.	217640	06/17/2013	350487	ASPHALTIC MATERIALS		$2,952.42
			365067	ASPHALTIC MATERIALS		
			367578	ASPHALTIC MATERIALS		
			361921	ASPHALTIC MATERIALS		
			354176	ASPHALTIC MATERIALS		
			339264	ASPHALTIC MATERIALS		
			339265	ASPHALTIC MATERIALS		
			350488	ASPHALTIC MATERIALS		
			350486	ASPHALTIC MATERIALS		
			348115	ASPHALTIC MATERIALS		
			345792	ASPHALTIC MATERIALS		

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
VULCAN MATERIALS CO, INC.	217640	06/17/2013	345791	ASPHALTIC MATERIALS		$2,952.42
			341543	ASPHALTIC MATERIALS		
			354175	ASPHALTIC MATERIALS		
Remit to: LOS ANGELES, CA					FYTD:	$24,142.46
WAGGONER JR., GLENN C.	9552	06/03/2013	130601	RETIREE MED APRIL '13, PD JUNE '13		$318.73
Remit to: RIVERSIDE, CA					FYTD:	$3,253.13
WAGNER, GARY D.	9553	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
WAGNER, MARIANNE K	9554	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$1,912.38
WAGY, CARYLON	217509	06/03/2013	130601	RETIREE MED MAR-APR '13, PD JUNE '13		$209.80
Remit to: MORENO VALLEY, CA					FYTD:	$2,542.42
WALLER LANSDEN DORTCH & DAVIS LLP	217745	06/24/2013	10503587	LEGAL SERVICES - BOND SAFEGUARD CASE		$602.70
Remit to: NASHVILLE, TN					FYTD:	$602.70
WELLS FARGO CORPORATE	217576	06/10/2013	960138	ANNUAL TRUSTEE FEE-CFD NO. 5 2007 TAX BONDS 5/31/13-5/30/14		$2,000.00
Remit to: MINNEAPOLIS, MN					FYTD:	$8,993,898.70
WEST COAST ARBORISTS, INC.	9653	06/17/2013	88191	TREE TRIMMING SERVICES -VARIOUS LOCATIONS IN THE CITY		$7,980.00
			88192	TREE TRIMMING & REMOVAL SERVICES-PARKS & CONTRACT AREAS		

MV00212044

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: ANAHEIM, CA					FYTD:	$125,370.00
WEST PAYMENT CENTER	217487	06/03/2013	827226635	LEGAL LIBRARY PUBLICATIONS UPDATES		$190.08
Remit to: CAROL STREAM, IL					FYTD:	$14,220.60
WESTERN MUNICIPAL WATER DISTRICT	217731	06/24/2013	23821-018258/MAY	WATER CHARGES-MFPCC BLDG 938		$3,403.48
			24753-018620/MAY	WATER CHARGES-MARB BALLFIELDS		
			23821-018257/MAY	WATER CHARGES-MFPCC LANDSCAPE		
			23866-018292/MAY	WATER CHARGES-SKATE PARK		
Remit to: ARTESIA, CA					FYTD:	$29,281.04
WIBERG, CHRISTOPHER	217510	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: ANAHEIM, CA					FYTD:	$3,506.03
WIELIN, RONALD A.	9555	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: BANNING, CA					FYTD:	$3,506.03
WILLDAN FINANCIAL SERVICES	9689	06/24/2013	010-20899	CSD ZONE B BENEFIT ANALYSIS SERVICES		$7,410.00
			010-20888	CSD ZONE B BENEFIT ANALYSIS SERVICES		
Remit to: TEMECULA, CA					FYTD:	$44,418.00
WILLIAMS, JANE L.	9556	06/03/2013	130601	RETIREE MED APR-MAY '13, PD JUNE '13		$391.88
Remit to: GRAND FORKS, ND					FYTD:	$2,003.84
WILLIS, ROBERT H	217732	06/24/2013	060613	SPORTS OFFICIATING SERVICES-SOFTBALL		$120.00
			060213	SPORTS OFFICIATING SERVICES-SOFTBALL		

MV00212045

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: PERRIS, CA					FYTD:	$2,220.00
WILSON-BEILKE, DENESE	217511	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: GLENDORA, CA					FYTD:	$4,780.95
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.	217578	06/10/2013	6431	SPONSORSHIP OF WRCOG 2013 GENERAL ASSEMBLY & LEADERSHIP ADDRESS		$2,000.00
Remit to: RIVERSIDE, CA					FYTD:	$1,548,207.56
WRCRCA	217641	06/17/2013	MAY-2013 MSHCP	MSHCP FEES COLLECTED FOR MAY 2013		$4,551.93
Remit to: RIVERSIDE, CA					FYTD:	$424,758.06
WURM'S JANITORIAL SERVICES, INC.	9606	06/10/2013	22161	CARPET CLEANING FOR FIRE STATIONS		$2,449.00
Remit to: CORONA, CA					FYTD:	$306,123.06
WURM'S JANITORIAL SERVICES, INC.	9690	06/24/2013	22282	JANITORIAL SVCS-CITY HALL		$23,885.11
			22297	JANITORIAL SVCS-ANNEX 1		
			22296	JANITORIAL SVCS-TOWNGATE COMM. CTR.		
			22294	JANITORIAL SVCS-SUNNYMEAD MIDDLE SCHOOL/ASES (TO 6/7/13)		
			22295	JANITORIAL SVCS-SUNNYMEAD ELEMENTARY FOR "A CHILD'S PLACE"		
			22292	JANITORIAL SVCS-RED MAPLE FOR "A CHILD'S PLACE"		
			22284	JANITORIAL SVCS-CONFERENCE & REC. CTR.		
			22316	SPECIAL CLEANINGS FOR EVENT RENTALS AT CRC		
			22293	JANITORIAL SVCS-SENIOR CENTER		

MV00212046

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
WURM'S JANITORIAL SERVICES, INC.	9690	06/24/2013	22319	OVEN/STOVE CLEANING IN KITCHEN OF CRC GRAND BALLROOM	$23,885.11
			22283	JANITORIAL SVCS-CITY YARD & TRANSP. TRAILER	
			22290	JANITORIAL SVCS-GANG TASK FORCE OFFICE	
			22291	JANITORIAL SVCS-RAINBOW RIDGE FOR "A CHILD'S PLACE"	
			22317	SPECIAL CLEANINGS FOR EVENT RENTALS AT SENIOR CENTER	
			22289	JANITORIAL SVCS-PUBLIC SAFETY BLDG	
			22288	JANITORIAL SVCS-MARCH FIELD PARK COMM. CTR.	
			22285	JANITORIAL SVCS-EOC	
			22287	JANITORIAL SVCS-LIBRARY	
Remit to: CORONA, CA				FYTD:	$306,123.06
XEROX CAPITAL SERVICES, LLC	217488	06/03/2013	068065039	COPIER LEASE/BILLABLE PRINTS FOR GRAPHICS DEPT.	$2,530.79
			067978039	COPIER LEASE/BILLABLE PRINTS FOR PARKS DEPT.	
Remit to: PASADENA, CA				FYTD:	$44,818.60
XEROX CAPITAL SERVICES, LLC	217579	06/10/2013	068368430	COPIER RENTAL/MAINT.-PD	$84.16
Remit to: PASADENA, CA				FYTD:	$44,818.60
XEROX CAPITAL SERVICES, LLC	217733	06/24/2013	068368431	COPIER LEASE/BILLABLE PRINTS FOR PARKS DEPT.	$2,044.71
			068368432	COPIER LEASE FOR PARKS DEPT.	
Remit to: PASADENA, CA				FYTD:	$44,818.60
XYLINA THERRIEN	217685	06/17/2013	MV4111219004	REFUND-CITATION OVERPAYMENT	$58.00
Remit to: MORENO VALLEY, CA				FYTD:	$58.00

MV00212047

City of Moreno Valley

Payment Register

For Period 6/1/2013 through 6/30/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
YAMASHITA, JULIA J.	9557	06/03/2013	130601	RETIREE MED APRIL '13, PD JUNE '13		$146.90
Remit to: LAGUNA WOODS, CA					FYTD:	$1,427.00
ZUMAR INDUSTRIES, INC.	9489	06/03/2013	0144844	SIGN SUPPLIES/3M 2-WAY YELLOW & 1-WAY WHITE RPM		$9,460.80
Remit to: SANTA FE SPRINGS, CA					FYTD:	$10,710.79

TOTAL CHECKS UNDER $25,000	**$1,164,703.75**
GRAND TOTAL	**$22,008,214.83**

MV00212048

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: August 27, 2013

TITLE: RECEIPT OF QUARTERLY INVESTMENT REPORT – QUARTER ENDED JUNE 30, 2013

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Quarterly Investment Report, in compliance with the City's Investment Policy.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not Applicable

BACKGROUND

California Government Code Sections 53601 and 53646 establish the types of investments allowed, the governing restrictions on these investments, the third-party custodian arrangement for certain investments, and the reporting practices related to the portfolio for local agencies. The City's Investment Policy, adopted on July 9, 2013, is in full compliance with the requirements of both of the above-mentioned Code Sections.

DISCUSSION

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended June 30, 2013. This is the fourth quarterly report submitted for the 2012-13 fiscal year and is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held.

All of the investments contained within the portfolio are in full compliance with the City's Investment Policy and Government Code Section 53601 as to the types of investments allowed. As stated in the attached report, there is more than adequate liquidity within the portfolio for the City to meet its budgeted expenditures over the next six months.

The City has used Chandler Asset Management as its professional portfolio manager since 2010. Chandler uses an active investment management approach. Utilizing an active approach, securities purchased by Chandler on the City's behalf are not necessarily held to maturity but may be actively traded based on market conditions and the City's investment goals. The City's cash flow requirements are evaluated on an ongoing basis, with short-term needs accommodated through the City's pooled investment funds with the State Local Agency Investment Fund (LAIF). LAIF is a pool of public funds managed by the State Treasurer of California, providing 24-hour liquidity while yielding a rate of return approximately equivalent to a one-year treasury bill. With the combined use of a conservative approach to evaluating cash flow needs and LAIF liquidity, the City will not have to liquidate securities at current market rates that are intended to be held for longer-term investment. This is especially important considering that the average maturity of the general portfolio is 2.44 years.

The investments managed by Chandler Asset Management totaled $146,817,918 at par and achieved a Yield to Maturity (YTM) for June 2013 of 1.25%. This compares to a YTM in March 2013 of 1.28% and a YTM in June 2012 of 1.31% In addition, the City maintained $11,652,451 in the State Local Agency Investment Fund Pool (LAIF) with a YTM of .24%.

In accordance with California Government Code Section 53646, the City is properly reporting investments of all bond proceeds and Deferred Compensation Plan funds. These funds are not managed by the City Treasurer as part of the pooled investment program and were not included in the City's investment reports prior to the current legislation. Bond proceeds are held and invested by a Trustee; Deferred Compensation Plan funds are held and invested by the respective plan administrators with the funds also placed in a trust separate from City funds.

FISCAL IMPACT

Current market rates continue to hover at or near all-time lows and based on comments by the Federal Reserve Board we do not expect this to change in the near future. This interest rate environment directly impacts the ability of the portfolio to generate income. The budget for fiscal year 2012-13 projected General Fund investment earnings totaling $2.3 million. Year to date through June 2013 these revenues have totaled $ 2.1 million which is in line with the projections for FY 2013 which were included in the FY 2013-14 budget.

CITY COUNCIL GOALS

Revenue Diversification and Preservation. Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

SUMMARY

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended June 30, 2013. This report is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City's Investment Policy and Government Code Section 53601 as to the types of investments allowed. It is recommended that the City Council receive and file the attached Quarterly Investment Report.

NOTIFICATION

Publication of the agenda

ATTACHMENTS

Attachment 1 - Treasurer's Cash and Investments Report – June 2013
Attachment 2 – Chandler Asset Management Bond Market Review – July 2013

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

CITY OF MORENO VALLEY

Treasurer's Cash and Investments Report

June 2013

General Portfolio	Cost Value	Market Value	Par Value	Average Maturity	Average Yield to Maturity	Average Duration
Bank Accounts	2,172,274	2,172,274	2,172,274			
State of California LAIF Pool	11,652,451	11,652,451	11,652,451	**0.77**	**0.24%**	
Investments	149,572,035	148,649,769	146,817,918	**2.41**	**1.25%**	**2.28**
Total General Portfolio	**163,396,760**	**162,474,494**	**160,642,643**	**Years**		**Years**

Bond Proceeds with Fiscal Agents	Market Value
Construction Funds	2,056,901
Principal & Interest Accounts	642,733
Debt Service Reserve Funds	6,398,041
Custody Accounts	0
Arbitrage Rebate Accounts	0
Other Accounts	241,544
Total Bond Proceeds	**9,339,219**

Deferred Compensation Funds	Market Value as of June 30, 2013
Nationwide	10,713,851
ICMA	4,743,306
Total Deferred Compensation Funds	**15,457,157**
Total Investment Portfolio	**187,270,870**

1. I hereby certify that the investments are in compliance with the investment policy adopted by the City Council. There are no items of non-compliance for this period.
2. The market values for the specific investments in the General Portfolio are provided by the City's investment advisor, Chandler Asset Management.
3. The market value for LAIF is provided by the State Treasurer.
4. The market values for investments held by fiscal agents and the deferred compensation plans are provided by each respective trustee or fiscal agent.
5. The City has the ability to meet its budgeted expenditures for the next six months pending any future action by City Council or any unforeseen catastrophic event.

Richard Teichert
City Treasurer

MV00212052

Portfolio Summary

As of 6/30/2013

PORTFOLIO CHARACTERISTICS

Average Duration	2.28
Average Coupon	1.70 %
Average Purchase YTM	1.25 %
Average Market YTM	0.79 %
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.41 yrs
Average Life	2.33 yrs

ACCOUNT SUMMARY

	Beg. Values as of 5/31/13	End Values as of 6/30/13
Market Value	172,496,458	162,474,494
Accrued Interest	668,916	697,336
Total Market Value	**173,165,375**	**163,171,830**
Income Earned	165,638	172,539
Cont/WD		
Par	169,622,945	160,642,643
Book Value	170,705,588	161,600,328
Cost Value	172,444,997	163,396,760

TOP ISSUERS

Issuer	% Portfolio
Government of United States	17.1 %
Federal Home Loan Mortgage Corp	10.6 %
Federal National Mortgage Assoc	10.1 %
Federal Farm Credit Bank	9.3 %
Federal Home Loan Bank	8.8 %
Local Agency Investment Fund	7.1 %
JP Morgan Chase & Co	2.7 %
Tennessee Valley Authority	2.4 %
	68.1 %

SECTOR ALLOCATION

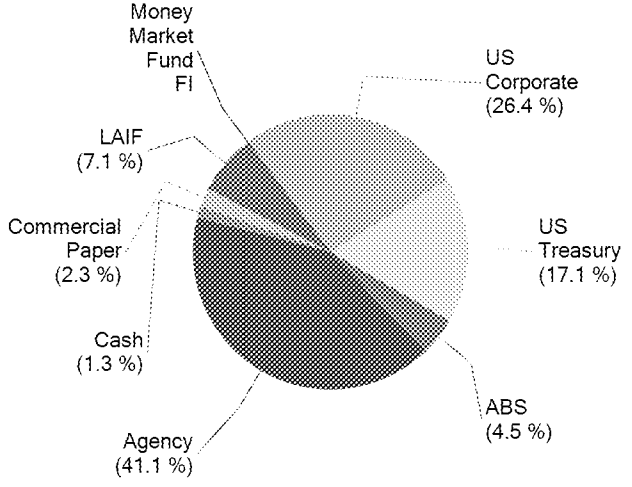

MATURITY DISTRIBUTION

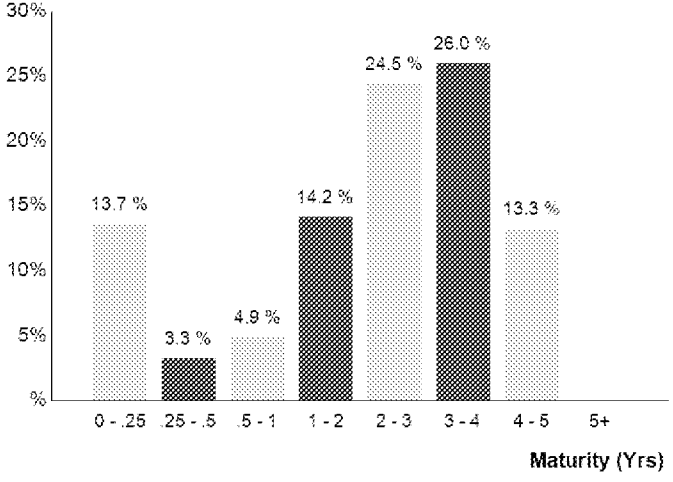

CREDIT QUALITY (S&P)

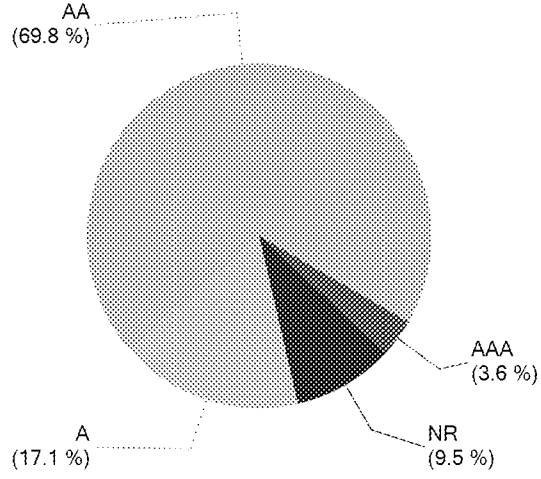

MV00212053

Holdings Report

As of 6/30/13

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
ABS									
47787RAC4	John Deere Owner Trust 2012-B A3 0.53% Due 7/15/2016	1,625,000.00	08/28/2012 0.53 %	1,624,949.79 1,624,960.44	99.70 0.76 %	1,620,108.75 382.78	0.99 % (4,851.69)	Aaa NR	3.04 1.32
89231NAC7	Toyota Auto Receivable 2012-B A3 0.46% Due 7/15/2016	1,620,000.00	09/18/2012 0.46 %	1,619,845.94 1,619,885.45	99.70 0.65 %	1,615,156.20 331.20	0.99 % (4,729.25)	Aaa AAA	3.04 1.60
43814CAC3	Honda Auto Receivables 2013-1 A3 0.48% Due 11/21/2016	2,525,000.00	01/16/2013 0.48 %	2,524,867.44 2,524,887.40	99.51 0.72 %	2,512,602.25 336.67	1.54 % (12,285.15)	NR AAA	3.40 2.05
161571FL3	Chase CHAIT Pool #2012-A5 0.59% Due 8/15/2017	1,680,000.00	03/19/2013 0.59 %	1,680,000.00 1,680,000.00	99.54 0.81 %	1,672,322.40 385.47	1.03 % (7,677.60)	NR AAA	4.13 2.09
Total ABS		**7,450,000.00**	**0.51 %**	**7,449,663.17 7,449,733.29**	**0.73 %**	**7,420,189.60 1,436.12**	**4.55 % (29,543.69)**	**Aaa AAA**	**3.41 1.80**
AGENCY									
880591DW9	Tennessee Valley Authority Note 4.75% Due 8/1/2013	3,750,000.00	03/15/2010 1.90 %	4,097,325.00 3,758,725.34	100.36 0.54 %	3,763,563.75 74,218.75	2.35 % 4,838.41	Aaa AA+	0.09 0.09
31331KET3	FFCB Note 0.98% Due 9/23/2013	1,970,000.00	03/28/2011 1.10 %	1,964,227.90 1,969,466.02	100.19 0.15 %	1,973,766.64 5,255.52	1.21 % 4,300.62	Aaa AA+	0.23 0.23
31331JQA4	FFCB Note 1.9% Due 6/2/2014	2,850,000.00	06/08/2010 1.96 %	2,843,074.50 2,848,394.09	101.54 0.23 %	2,893,915.65 4,362.08	1.78 % 45,521.56	Aaa AA+	0.92 0.92
3136FPLV7	FNMA Callable Note 1X 3/24/2011 1.57% Due 9/24/2014	2,025,000.00	09/26/2011 0.65 %	2,080,181.25 2,047,739.53	101.58 0.29 %	2,056,992.98 8,566.31	1.27 % 9,253.45	Aaa AA+	1.24 1.22
3133EADW5	FFCB Note 0.55% Due 8/17/2015	3,450,000.00	04/27/2012 0.60 %	3,444,862.95 3,446,684.81	99.80 0.64 %	3,443,200.05 7,062.92	2.11 % (3,484.76)	Aaa AA+	2.13 2.11
313370JB5	FHLB Note 1.75% Due 9/11/2015	1,200,000.00	08/04/2011 1.15 %	1,228,608.00 1,215,316.17	102.76 0.49 %	1,233,074.40 6,416.67	0.76 % 17,758.23	Aaa AA+	2.20 2.15
3133ECBJ2	FFCB Note 0.43% Due 11/16/2015	3,100,000.00	12/24/2012 0.45 %	3,098,233.00 3,098,544.82	99.55 0.62 %	3,085,907.40 1,666.25	1.89 % (12,637.42)	Aaa AA+	2.38 2.36
31331J6C2	FFCB Note 2.35% Due 12/22/2015	2,000,000.00	03/28/2011 2.27 %	2,007,240.00 2,003,785.40	104.18 0.65 %	2,083,610.00 1,175.00	1.28 % 79,824.60	Aaa AA+	2.48 2.41
3136FPDC8	FNMA Callable Note 1X 3/8/2011 2% Due 3/8/2016	1,765,000.00	08/24/2011 1.22 %	1,825,645.40 1,800,904.13	103.54 0.67 %	1,827,466.88 11,080.28	1.13 % 26,562.75	Aaa AA+	2.69 2.61
313372YS7	FHLB Note 2.45% Due 3/30/2016	2,150,000.00	07/07/2011 1.87 %	2,206,631.00 2,182,889.92	104.68 0.73 %	2,250,609.25 13,315.07	1.39 % 67,719.33	Aaa AA+	2.75 2.65
3137EACT4	FHLMC Note 2.5% Due 5/27/2016	1,200,000.00	06/14/2011 1.86 %	1,235,992.80 1,221,145.27	105.01 0.76 %	1,260,102.00 2,833.33	0.77 % 38,956.73	Aaa AA+	2.91 2.81
313373SZ6	FHLB Note 2.125% Due 6/10/2016	3,350,000.00	Various 1.42 %	3,456,779.50 3,416,586.72	104.01 0.75 %	3,484,217.75 4,152.61	2.14 % 67,631.03	Aaa AA+	2.95 2.86
3137EACW7	FHLMC Note 2% Due 8/25/2016	3,475,000.00	09/14/2011 1.19 %	3,610,316.50 3,561,239.92	103.60 0.84 %	3,600,065.25 24,325.00	2.22 % 38,825.33	Aaa AA+	3.16 3.04
3135G0ES8	FNMA Note 1.375% Due 11/15/2016	2,900,000.00	01/24/2012 1.17 %	2,927,196.20 2,919,117.97	101.37 0.96 %	2,939,863.40 5,095.14	1.80 % 20,745.43	Aaa AA+	3.38 3.29

MV00212054

Holdings Report

As of 6/30/13

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
AGENCY									
3135G0GY3	FNMA Note 1.25% Due 1/30/2017	3,425,000.00	02/09/2012 1.10 %	3,449,368.88 3,442,604.23	100.61 1.08 %	3,445,961.00 17,957.47	2.12 % 3,356.77	Aaa AA+	3.59 3.48
3133787M7	FHLB Note 1.05% Due 2/27/2017	1,720,000.00	02/27/2012 1.03 %	1,721,582.40 1,721,158.64	99.22 1.27 %	1,706,649.36 6,220.67	1.05 % (14,509.28)	Aaa AA+	3.67 3.56
3135G0UY7	FNMA Callable Note 1X 02/27/15 1% Due 2/27/2017	1,500,000.00	04/23/2013 0.48 %	1,514,250.00 1,512,812.31	99.53 1.13 %	1,492,981.50 5,166.67	0.92 % (19,830.81)	Aaa AA+	3.67 3.57
3137EADC0	FHLMC Note 1% Due 3/8/2017	3,490,000.00	03/14/2012 1.29 %	3,441,314.50 3,453,974.34	99.51 1.14 %	3,472,899.00 10,954.72	2.14 % 18,924.66	Aaa AA+	3.69 3.60
313378WF4	FHLB Note 1.125% Due 3/10/2017	3,435,000.00	04/24/2012 1.05 %	3,447,228.60 3,444,260.76	99.96 1.14 %	3,433,708.44 11,915.16	2.11 % (10,552.32)	Aaa AA+	3.70 3.60
3133782N0	FHLB Note 0.875% Due 3/10/2017	1,310,000.00	03/13/2013 0.70 %	1,318,894.90 1,318,235.11	99.06 1.14 %	1,297,700.41 3,534.27	0.80 % (20,534.70)	Aaa AA+	3.70 3.61
3137EADF3	FHLMC Note 1.25% Due 5/12/2017	3,300,000.00	05/29/2012 1.06 %	3,330,600.90 3,323,881.57	100.14 1.21 %	3,304,610.10 5,614.58	2.03 % (19,271.47)	Aaa AA+	3.87 3.76
313379VE6	FHLB Note 1.01% Due 6/19/2017	915,000.00	07/26/2012 0.82 %	923,363.10 921,777.48	98.90 1.30 %	904,923.11 308.05	0.55 % (16,854.37)	Aaa AA+	3.97 3.87
3137EADH9	FHLMC Note 1% Due 6/29/2017	3,150,000.00	Various 0.85 %	3,171,475.20 3,167,849.16	99.10 1.23 %	3,121,741.36 175.00	1.91 % (46,107.80)	Aaa AA+	4.00 3.90
3133EAY28	FFCB Note 0.83% Due 9/21/2017	1,645,000.00	09/18/2012 0.83 %	1,645,000.00 1,645,000.00	97.73 1.38 %	1,607,712.79 3,792.64	0.99 % (37,287.21)	Aaa AA+	4.23 4.12
3137EADL0	FHLMC Note 1% Due 9/29/2017	1,050,000.00	10/25/2012 0.92 %	1,053,983.70 1,053,442.18	98.81 1.29 %	1,037,503.95 2,683.33	0.64 % (15,938.23)	Aaa AA+	4.25 4.13
3135G0RT2	FNMA Note 0.875% Due 12/20/2017	1,850,000.00	02/22/2013 0.93 %	1,845,264.00 1,845,603.25	97.42 1.47 %	1,802,223.75 494.62	1.10 % (43,379.50)	Aaa AA+	4.48 4.36
3137EADN6	FHLMC Note 0.75% Due 1/12/2018	1,500,000.00	05/10/2013 0.88 %	1,491,378.00 1,491,625.79	96.82 1.48 %	1,452,312.00 5,281.25	0.89 % (39,313.79)	Aaa AA+	4.54 4.42
3135G0TG8	FNMA Note 0.875% Due 2/8/2018	2,950,000.00	Various 1.33 %	2,889,437.30 2,889,868.93	97.09 1.53 %	2,864,110.75 10,253.30	1.76 % (25,758.18)	Aaa AA+	4.61 4.47
Total Agency		**66,425,000.00**	**1.17 %**	**67,269,455.48 66,722,633.86**	**0.91 %**	**66,841,392.92 253,876.66**	**41.12 % 118,759.06**	**Aaa AA+**	**2.95 2.87**
CASH									
90CASH$00	Cash Custodial Cash Account	2,172,273.72	Various 0.00 %	2,172,273.72 2,172,273.72	1.00 0.00 %	2,172,273.72 0.00	1.33 % 0.00	NR NR	0.00 0.00
Total Cash		**2,172,273.72**	**N/A**	**2,172,273.72 2,172,273.72**	**0.00 %**	**2,172,273.72 0.00**	**1.33 % 0.00**	**NR NR**	**0.00 0.00**
COMMERCIAL PAPER									
06538BXF5	Bank of Tokyo Mitsubishi NY Discount CP 0.23% Due 10/15/2013	3,015,000.00	06/12/2013 0.23 %	3,012,611.46 3,012,958.18	99.93 0.23 %	3,012,958.18 0.00	1.85 % 0.00	P-1 A-1	0.29 0.29

MV00212055

Holdings Report

As of 6/30/13

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
COMMERCIAL PAPER									
06416JZG1	Bank of Nova Scotia Discount CP 0.22% Due 12/16/2013	660,000.00	05/14/2013 0.22 %	659,132.83 659,322.40	99.90 0.22 %	659,322.40 0.00	0.40 % 0.00	P-1 A-1	0.46 0.46
Total Commercial Paper		**3,675,000.00**	**0.23 %**	**3,671,744.29 3,672,280.58**	**0.23 %**	**3,672,280.58 0.00**	**2.25 % 0.00**	**P1 A-1**	**0.32 0.32**
LAIF									
90LAIF$00	Local Agency Investment Fund State Pool	11,652,450.84	Various 0.24 %	11,652,450.84 11,652,450.84	1.00 0.24 %	11,652,450.84 7,751.01	7.15 % 0.00	NR NR	0.00 0.00
Total LAIF		**11,652,450.84**	**0.24 %**	**11,652,450.84 11,652,450.84**	**0.24 %**	**11,652,450.84 7,751.01**	**7.15 % 0.00**	**NR NR**	**0.00 0.00**
MONEY MARKET FUND FI									
431114701	Highmark Govt Money Market Fund	47,918.03	Various 0.00 %	47,918.03 47,918.03	1.00 0.00 %	47,918.03 0.00	0.03 % 0.00	Aaa AAA	0.00 0.00
Total Money Market Fund FI		**47,918.03**	**0.00 %**	**47,918.03 47,918.03**	**0.00 %**	**47,918.03 0.00**	**0.03 % 0.00**	**Aaa AAA**	**0.00 0.00**
US CORPORATE									
91159HGY0	US Bancorp Callable Note Cont 8/13/13 1.375% Due 9/13/2013	2,665,000.00	Various 1.32 %	2,668,966.65 2,665,125.35	100.12 0.37 %	2,668,203.33 10,993.13	1.64 % 3,077.98	A1 A+	0.21 0.12
254687AW6	Walt Disney Corp Note 4.5% Due 12/15/2013	1,720,000.00	Various 1.23 %	1,873,880.60 1,745,175.67	101.81 0.54 %	1,751,101.04 3,440.00	1.08 % 5,925.37	A2 A	0.46 0.46
665859AK0	Northern Trust Company Note 4.625% Due 5/1/2014	1,850,000.00	10/20/2010 1.33 %	2,058,421.00 1,899,345.78	103.44 0.50 %	1,913,630.75 14,260.42	1.18 % 14,284.97	A1 A+	0.84 0.82
36962G4C5	General Electric Capital Corp Note 5.9% Due 5/13/2014	3,075,000.00	Various 2.88 %	3,411,681.00 3,150,487.47	104.72 0.45 %	3,220,201.50 24,190.00	1.99 % 69,714.03	A1 AA+	0.87 0.85
74005PAQ7	Praxair Note 5.25% Due 11/15/2014	850,000.00	09/24/2010 1.60 %	973,471.00 891,102.42	106.32 0.63 %	903,684.30 5,702.08	0.56 % 12,581.88	A2 A	1.38 1.33
09247XAD3	Blackrock Inc Note 3.5% Due 12/10/2014	1,630,000.00	Various 2.84 %	1,674,920.75 1,644,408.51	104.03 0.69 %	1,695,762.35 3,327.92	1.04 % 51,353.84	A1 A+	1.45 1.41
713448BM9	Pepsico Inc. Note 3.1% Due 1/15/2015	2,530,000.00	Various 2.04 %	2,641,540.25 2,569,232.94	103.74 0.66 %	2,624,725.74 36,164.95	1.63 % 55,492.80	A1 A-	1.55 1.49
46625HHP8	JP Morgan Chase Note 3.7% Due 1/20/2015	2,550,000.00	Various 3.34 %	2,584,656.00 2,563,353.78	103.86 1.19 %	2,648,537.10 42,195.42	1.65 % 85,183.32	A2 A	1.56 1.49
459200HB0	IBM Corp Note 0.55% Due 2/6/2015	695,000.00	02/01/2012 0.72 %	691,601.45 693,185.99	99.92 0.60 %	694,426.63 1,539.62	0.43 % 1,240.64	Aa3 AA-	1.61 1.59
94980VAA6	Wells Fargo Bank Note 4.75% Due 2/9/2015	2,475,000.00	Various 3.65 %	2,584,316.50 2,515,082.86	105.54 1.26 %	2,612,090.25 46,371.87	1.63 % 97,007.39	A1 A+	1.61 1.53
084670AV0	Berkshire Hathaway Note 3.2% Due 2/11/2015	2,485,000.00	06/09/2010 2.65 %	2,545,012.75 2,505,791.26	104.01 0.69 %	2,584,728.02 30,924.44	1.60 % 78,936.76	Aa2 AA	1.62 1.56

MV00212056

Holdings Report

As of 6/30/13

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
US CORPORATE									
191216AX8	Coca Cola Company Note 0.75% Due 3/13/2015	2,090,000.00	Various 0.80 %	2,086,645.55 2,088,096.67	100.35 0.54 %	2,097,315.00 4,702.50	1.29 % 9,218.33	Aa3 AA-	1.70 1.69
06406JHB4	Bank of New York Mellon Note 4.95% Due 3/15/2015	2,360,000.00	Various 2.11 %	2,645,950.90 2,468,220.96	106.85 0.90 %	2,521,601.01 34,397.01	1.57 % 53,380.05	A1 A	1.71 1.63
717081DA8	Pfizer Inc. Note 5.35% Due 3/15/2015	1,550,000.00	02/18/2011 2.33 %	1,730,497.50 1,625,857.73	107.68 0.81 %	1,669,040.00 24,416.81	1.04 % 43,182.27	A1 AA	1.71 1.63
74005PAR5	Praxair Note 4.625% Due 3/30/2015	740,000.00	Various 2.58 %	807,780.55 764,737.25	106.78 0.72 %	790,156.47 8,651.32	0.49 % 25,419.22	A2 A	1.75 1.68
278642AB9	Ebay Inc Note 1.625% Due 10/15/2015	2,670,000.00	10/22/2010 1.66 %	2,665,327.50 2,667,845.44	102.13 0.69 %	2,726,929.74 9,159.58	1.68 % 59,084.30	A2 A	2.29 2.24
38259PAC6	Google Inc Note 2.125% Due 5/19/2016	1,315,000.00	11/15/2012 0.75 %	1,377,186.90 1,366,318.81	103.34 0.95 %	1,358,970.97 3,260.10	0.83 % (7,347.84)	Aa2 AA	2.89 2.80
24422ERL5	John Deere Capital Corp Note 2% Due 1/13/2017	1,215,000.00	09/11/2012 1.05 %	1,263,733.65 1,254,800.17	101.15 1.66 %	1,228,984.65 11,340.00	0.76 % (25,815.52)	A2 A	3.54 3.37
674599CB9	Occidental Petroleum Note 1.75% Due 2/15/2017	1,575,000.00	03/08/2013 1.13 %	1,612,532.25 1,609,655.21	99.92 1.77 %	1,573,744.73 10,412.50	0.97 % (35,910.48)	A1 A	3.63 3.47
913017BU2	United Tech Corp Note 1.8% Due 6/1/2017	170,000.00	05/24/2012 1.82 %	169,853.80 169,885.43	100.37 1.70 %	170,622.71 255.00	0.10 % 737.28	A2 A	3.92 3.76
166764AA8	Chevron Corp. Callable Note Cont 11/5/17 1.104% Due 12/5/2017	550,000.00	11/28/2012 1.10 %	550,000.00 550,000.00	97.71 1.64 %	537,411.60 438.53	0.33 % (12,588.40)	Aa1 AA	4.44 4.30
458140AL4	Intel Corp Note 1.35% Due 12/15/2017	1,940,000.00	12/12/2012 1.29 %	1,945,790.55 1,945,168.32	97.86 1.85 %	1,898,524.75 1,164.00	1.16 % (46,643.57)	A1 A+	4.46 4.30
931142DF7	Wal-Mart Stores Note 1.125% Due 4/11/2018	1,130,000.00	04/04/2013 1.14 %	1,128,960.40 1,129,006.52	97.05 1.77 %	1,096,645.79 2,825.00	0.67 % (32,360.73)	Aa2 AA	4.78 4.61
037833AJ9	Apple Inc Note 1% Due 5/3/2018	1,900,000.00	05/22/2013 1.25 %	1,877,181.00 1,877,611.79	96.03 1.86 %	1,824,566.20 3,061.11	1.12 % (53,045.59)	Aa1 AA+	4.84 4.68
Total US Corporate		**41,730,000.00**	**1.93 %**	**43,569,908.50 42,359,496.33**	**0.93 %**	**42,811,604.63 333,193.31**	**26.44 % 452,108.30**	**A1 A+**	**1.99 1.91**
US TREASURY									
912828NP1	US Treasury Note 1.75% Due 7/31/2015	3,050,000.00	04/06/2011 1.99 %	3,019,391.07 3,035,239.35	102.83 0.39 %	3,136,257.05 22,264.16	1.94 % 101,017.70	Aaa AA+	2.08 2.04
912828PE4	US Treasury Note 1.25% Due 10/31/2015	3,025,000.00	Various 1.35 %	3,012,297.25 3,018,268.97	101.84 0.45 %	3,080,774.95 6,370.58	1.89 % 62,505.98	Aaa AA+	2.34 2.30
912828PJ3	US Treasury Note 1.375% Due 11/30/2015	3,590,000.00	05/16/2011 1.63 %	3,549,905.00 3,568,645.05	102.13 0.49 %	3,666,287.50 4,180.98	2.25 % 97,642.45	Aaa AA+	2.42 2.38
912828PS3	US Treasury Note 2% Due 1/31/2016	3,505,000.00	05/16/2011 1.70 %	3,551,973.24 3,530,810.67	103.77 0.53 %	3,637,257.67 29,240.61	2.25 % 106,447.00	Aaa AA+	2.59 2.51
912828QA1	US Treasury Note 2.25% Due 3/31/2016	3,435,000.00	Various 1.33 %	3,578,212.10 3,518,470.20	104.51 0.60 %	3,589,842.93 19,427.45	2.21 % 71,372.73	Aaa AA+	2.75 2.66

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Holdings Report

As of 6/30/13

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody S&P	Maturity Duration
US TREASURY									
912828RU6	US Treasury Note 0.875% Due 11/30/2016	3,200,000.00	12/22/2011 0.89 %	3,198,135.71 3,198,707.43	100.06 0.86 %	3,202,000.00 2,371.58	1.96 % 3,292.57	Aaa AA+	3.42 3.36
912828SC5	US Treasury Note 0.875% Due 1/31/2017	1,710,000.00	06/20/2012 0.70 %	1,723,298.31 1,720,338.75	99.84 0.92 %	1,707,328.98 6,241.26	1.05 % (13,009.77)	Aaa AA+	3.59 3.51
912828TG5	US Treasury Note 0.5% Due 7/31/2017	3,100,000.00	02/25/2013 0.73 %	3,069,373.67 3,071,742.66	97.60 1.10 %	3,025,649.60 6,465.47	1.86 % (46,093.06)	Aaa AA+	4.09 4.02
912828TS9	US Treasury Note 0.625% Due 9/30/2017	2,875,000.00	Various 0.74 %	2,860,759.64 2,861,318.37	97.77 1.16 %	2,810,985.25 4,516.74	1.73 % (50,333.12)	Aaa AA+	4.25 4.17
Total US Treasury		**27,490,000.00**	**1.27 %**	**27,563,345.99 27,523,541.45**	**0.70 %**	**27,856,383.93 101,078.83**	**17.13 % 332,842.48**	**Aaa AA+**	**2.99 2.92**
TOTAL PORTFOLIO		**160,642,642.59**	**1.25 %**	**163,396,760.02 161,600,328.10**	**0.79 %**	**162,474,494.25 697,335.93**	**100.00 % 874,166.15**	**Aa1 AA**	**2.41 2.28**
TOTAL MARKET VALUE PLUS ACCRUED						**163,171,830.18**			

MV00212058

COMPLIANCE WITH INVESTMENT POLICY

Assets managed by Chandler Asset Management are in full compliance with State law and with the City's investment policy.

Category	Standard	Comment
Local Agency Bonds	No Limitation	Complies
Treasury Issues	No Limitation	Complies
Agency Issues	No Limitation	Complies
Banker's Acceptances	40% maximum; <180 days maturity	Complies
Commercial Paper	25% maximum; <270 days maturity; A-1/P-1/F-1 minimum ratings	Complies
Negotiable Certificates of Deposit	30% maximum; 5 years maximum maturity	Complies
Repurchase Agreements	No limitation; 1-year maximum maturity	Complies
Reverse Repurchase Agreements	20% maximum; <92 days maturity	Complies
Medium Term Notes	30% maximum; 5 years maximum maturity; A-rated or better	Complies
Money Market Mutual Funds	20% maximum; AAAf/Aaaf, minimum rating	Complies
Collateralized Certificates of Deposits	5 years maximum maturity	Complies
Time Deposits	5 years maximum maturity	Complies
Mortgage Pass-throughs, CMOs and Asset Backed Securities	20% maximum; AA-rated issue; A-rated issuer	Complies
Local Agency Investment Fund - L.A.I.F.	Maximum program limitation	Complies
Prohibited Securities	Inverse floaters; Ranges notes, Interest-only strips from mortgaged backed securities; Zero interest accrual securities	Complies
Maximum maturity	5 years	Complies
Weighted Average Maturity	3 years	Complies

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Holdings Report Glossary

CUSIP (Committee on Uniform Securities Identification Procedures) – A unique identification number assigned to all securities.

Security Description - The issuer name, coupon (periodic interest payment rate) and maturity.

Par Value/Units - The face value or number of units held in the portfolio.

Purchase Date - The settlement date on which the security was purchased.

Book Yield - The YTM that equates the current amortized value of the security to its periodic future cash flows.

Cost Value - The value at which the securities were purchased, excluding purchased interest.

Book Value - The value at which an asset is carried on a balance sheet. To calculate, take the cost of an asset +/- net accretion/amortization.

Mkt Price - The current fair value market price.

Mkt YTM – The internal rate of return that equates the periodic future cash flows (interest payments and redemption value) to the market price, assuming that all cash flows are invested at the YTM rate.

Market Value - The current fair value of an investment as determined by transactions between willing buyers and sellers.

Accrued Int. - The interest that has accumulated on a bond since the last interest payment up to, but not including, the settlement date.

% of Port. - The % of the portfolio that the security represents based on market value, including accrued interest.

Gain/Loss – The unrealized gain or loss on the security, compared to either cost or amortized value, as of the date of the report.

Moody - The Moody's rating for the security.

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Holdings Report Glossary (continued)

S&P - The Standard and Poor's rating for the security.

Term (yrs) - The time, in years, until maturity.

Duration - The weighted average time to maturity of a bond where the weights are the present values of future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates.

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CITY OF MORENO VALLEY

Treasurer's Cash and Investments Report

BOND PROCEEDS WITH FISCAL AGENTS

Account Name	Account Number	Investment	Issuer	Purchase Date	Maturity Date	Market Value	Stated Rate	Yield	Price	% of of Portfolio
Wells Fargo	Community Facilities District 87-1 (I.A.1)									
special tax funds	22631800	money market fund	WF Govt Fund	06/30/13	07/01/13	1,044,451	0.01%	0.01%	1.00000	11.183%
interest acct	22631801	money market fund	WF Govt Fund	06/30/13	07/01/13	0	0.01%	0.01%	1.00000	0.000%
reserve fund	22631804	money market fund	WF Govt Fund	06/30/13	07/01/13	1,028,690	0.01%	0.01%	1.00000	11.015%
admin exp acct	22631805	money market fund	WF Govt Fund	06/30/13	07/01/13	377	0.01%	0.01%	1.00000	0.004%
debt service acct	22631809	money market fund	WF Govt Fund	06/30/13	07/01/13	536,000	0.01%	0.01%	1.00000	5.739%
special tax funds	22631900	money market fund	WF Govt Fund	06/30/13	07/01/13	389,532	0.01%	0.01%	1.00000	4.171%
reserve fund	22631904	money market fund	WF Govt Fund	06/30/13	07/01/13	365,379	0.01%	0.01%	1.00000	3.912%
admin exp acct	22631905	money market fund	WF Govt Fund	06/30/13	07/01/13	15,865	0.01%	0.01%	1.00000	0.170%
						3,380,294				
Wells Fargo	CFD 2-5									
Series B Revenue	22333500	money mkt fund	WF Govt Fund	06/30/13	07/01/13	193,857	0.01%	0.01%	1.00000	2.076%
Series A Principal	22333501	money mkt fund	WF Govt Fund	06/30/13	07/01/13	0	0.01%	2.71%	1.00000	0.000%
Series B reserve	22333503	money mkt fund	WF Govt Fund	06/30/13	07/01/13	543,212	0.01%	0.01%	1.00000	5.816%
Series B admin fund	22333504	money mkt fund	WF Govt Fund	06/30/13	07/01/13	26,743	0.01%	0.01%	1.00000	0.286%
						763,812				
Wells Fargo	2007 Redevelopment Agency Tax Allocation Bonds Series A									
debt service fund	22631700	money mkt fund	WF Govt Fund	06/30/13	07/01/13	0	0.01%	0.01%	1.00000	0.000%
						0				
Wells Fargo	2005 Lease Revenue Bond									
bond fund	18042800	money mkt fund	WF Govt Fund	06/30/13	07/01/13	3	0.01%	0.01%	1.00000	0.000%
reserve fund	18042804	money mkt fund	WF Govt Fund	06/30/13	07/01/13	2,992,753	0.01%	0.01%	1.00000	32.045%
construction fund	18042806	money mkt fund	WF Govt Fund	06/30/13	07/01/13	8	0.01%	0.01%	1.00000	0.000%
						2,992,764				32.045%
Wells Fargo	2007 Taxable Lease Revenue Bonds - Electric Utility									
bond fund	22277600	money mkt fund	WF Govt Fund	06/30/13	07/01/13	4	0.01%	0.01%	1.00000	0.000%
construction fund	22277604	money mkt fund	WF Govt Fund	06/30/13	07/01/13	2,056,893	0.01%	0.01%	1.00000	22.024%
						2,056,897				
Wells Fargo	Automall Refinancing									
revenue fund	20350300	revenue	WF Govt Fund	06/30/13	07/01/13	79,987	0.01%	0.01%	1.00000	0.856%
reserve fund	20350303	reserve	WF Govt Fund	06/30/13	07/01/13	34,020	0.01%	0.01%	1.00000	0.364%
admin fund	20350304	reserve	WF Govt Fund	06/30/13	07/01/13	31,445	0.01%	0.01%	1.00000	0.337%
						145,452				1.557%
			Totals			**9,339,219**				**100.000%**

Type	Summary of Bond Proceeds with Fiscal Agents	
1	Construction Funds	2,056,901
2	**Principal & Interest Accounts**	**642,733**
3	Debt Service Reserve Funds	6,398,041
4	**Custody Accounts**	**0**
5	Arbitrage Rebate Accounts	0
6	**Other Accounts**	**241,544**
	Total Fiscal Agent Funds	**9,339,219**

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DEFERRED COMPENSATION FUNDS

Nationwide

Fund	Market Value as of June 30, 2013
Liquid Savings	**$1,199,180**
Nationwide Fixed (Part Time Employee)	457,908
Liquid Savings (Part Time Employees)	**290,674**
Certificates of Deposit 1 year	30,085
Certificates of Deposit 3 years	**21,705**
Certificates of Deposit 5 years	77,845
Bond Fund of America	**66,551**
Growth Fund of America	97,368
Investment Co. of America	**34,527**
Income Fund of America	146,611
Brown Cap Mgmt Inc SM Co	**53,027**
Fidelity Independence	1,992
Fidelity Equity Income	**53,243**
Fidelity Magellan	233,923
Fidelity Puritan	**99,583**
Fidelity Contrafund	260,740
Janus Fund	**39,458**
Janus Advisor Forty	49,400

Fund	Market Value as of June 30, 2013
Drey SmCap I	**0**
American Century Balanced	36
Am Century Growth	**61,321**
Am Century Select	114,016
JP Morgan Mid Cap Value A	**850,568**
Vanguard Index 500	103,057
Vanguard Institutional Index	**526,423**
Vanguard Wellington	18,823
Vanguard Windsor II	**63,695**
Vanguard Total Bond Index	212,271
Washington Mutual Inv	**78,578**
Templeton Foreign I	0
EuroPacific Growth	**303,115**
Stable Fund C	2,437,100
PBHG Growth Fund	**0**
DWS High Income Fund A	67,352
DWS Eq Divd A	**85,840**
Oppenheimer Global Fund A	297,225

Fund	Market Value as of June 30, 2013
N B Socially Responsive Fund	**35,110**
DFA US Micro Cap Port	91,901
Federated Kaufmann Fund	**106,243**
Invesco Mid Cap Core Equity	25,323
Nationwide Ret Inc Inst Svc	**386**
Nationwide InvDes Mod Cons Fund SC	35,107
Nationwide InvDes Mod Aggr Fund	**904,655**
Nationwide InvDes Aggr Fund	69,877
Nationwide InvDes Mod Fd	**507,905**
Nationwide Inv Des Cons	89,537
Nationwide Large Cap Growth	**47,643**
Nationwide Inter Val Inst Svc	62,014
Nationwide US Sm Cap Val Ins Svc	**1,315**
Nationwide Dest 2020 Inst Svc	134,394
Nationwide Dest 2025 Inst Svc	**159,096**
Nationwide Dest 2030 Inst Svc	4,109
Nationwide Dest 2045 Inst Svc	**5,996**
Total Nationwide Deferred	**$10,713,851**

ICMA

Fund	Market Value as of June 30, 2013
Aggressive Oppor.	**$241,724**
International	214,357
All Equity Growth	**152,141**
Growth and Income	248,074
Broad Market	**78,544**
500 Stock Index	120,771
Equity Income	**401,343**
Asset Allocation	
Core Bond	**24,458**
Cash Management	22,148
Plus Fund	**994,704**
Savings Oriented	
Conservative Growth	**169,651**
Traditional Growth	244,208
Long-Term Growth	**395,724**
Milestone 2010	23,165
Milestone 2015	**898**
Milestone 2020	51,508
Milestone 2025	**27,550**
Milestone 2030	16,257
Milestone 2035	**19,088**
Milestone 2040	7,624

Fund	Market Value as of June 30, 2013
VT Royce Premeir	4,422
VT Ranier Small/Mid Cap Eq	**42,770**
VT Fidelity Contrafund	168,056
VT Vantagepoint Overseas Equity Index Fund	**85,421**
VT Fidelity Diversified International	87,331
VT Allianz NIJ Div Value	**76,848**
Vantage Growth Fund	257,782
VT Fidelity Puritan	**6,556**
VT Royce Value Plus	702
VT TR Price Growth Stock Adv	**19,805**
VT Nuveen Real Estate Secs	62,060
VT TR Price Small Cap Value	**135,854**
VT Vantagepoint MS Ret Inc	32,883
VT Vantagepoint Inflation Protected Securities	**74,379**
VT Oppenheimer Main Street	4,896
VT Vantagepoint Mid/Sm Index	**28,056**
VT PIMCO Total Return	112,676
VT PIMCO High Yield	**61,495**
VT Harbor International Admi	21,996
VT Harbour Mid Cap Growth Admin	**5,381**
Total ICMA	**$4,743,306**

Summary by Plan

Deferred Compensation Plan	Market Value as of June 30, 2013
Total Nationwide	$10,713,851
Total ICMA	4,743,306
Total Deferred Compensation Plans	**$15,457,157**

Summary by Investment Type

Investment Type	Market Value as of June 30, 2013
Savings Deposits and CD's	$4,436,652
Mutual Funds	11,020,505
Total Deferred Compensation Plans	**$15,457,157**

MV00212063

CHANDLER ASSET MANAGEMENT

BOND MARKET REVIEW

A MONTHLY REVIEW OF FIXED INCOME MARKETS

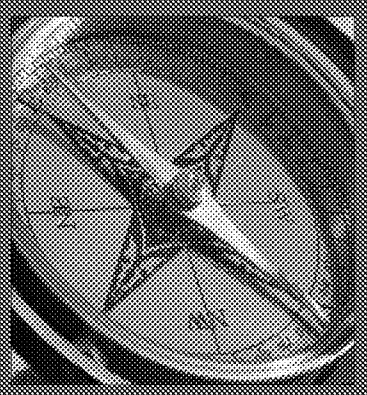

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Credit Spreads
Economic Indicators

Slowing Growth In China ... 3
And What It Means For The Global Economy

Since 1988, Chandler Asset Management has specialized in the management of fixed income portfolios. Chandler's mission is to provide fully customizable, client-centered portfolio management that preserves principal, manages risk and generates income in our clients' portfolios.

Market Summary

The economy continues to grow slowly. Nonfarm payrolls rose 195,000 in June, which was better than the consensus forecast of 161,000. Average nonfarm payroll growth during the second quarter of 2013 was about 196,000 per month. The unemployment rate remained unchanged in June at 7.6% due to an increase in the labor force. Overall, the labor market continues to improve. Manufacturing trends are beginning to show modest improvement as well, while housing trends remain favorable in spite of the recent jump in interest rates. Consumer spending also remains healthy.

The Treasury yield curve steepened again in June as Fed policymakers continued to discuss winding down quantitative easing. The move has also been influenced by a modest improvement in economic data.

The Federal Open Market Committee left policy rates unchanged at its June 18-19 meeting and assured investors that policy changes continue to be data dependent. The Fed noted that the economy continues to grow at a moderate pace. The labor market has continued to improve, but unemployment remains elevated. Inflation is running below target. The Fed will continue to purchase mortgage-backed securities at a pace of $40 billion per month and longer-term Treasury securities at a pace of $45 billion per month. During his press conference, Chairman Bernanke indicated that the Fed could begin tapering bond purchases later this year and that asset purchases could end in 2014. However, he emphasized that Fed policy will depend on the state of the economy.

TREASURY YIELD CURVE STEEPENED IN JUNE

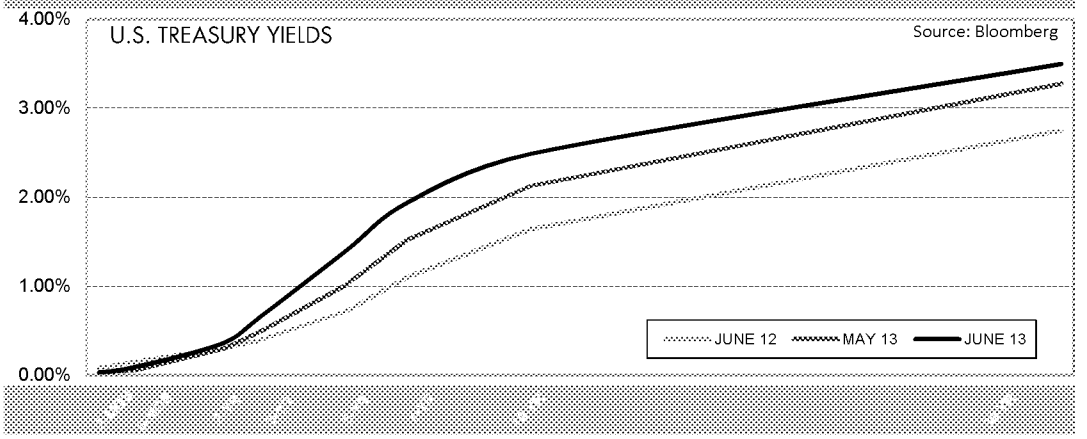

The yield curve steepened in June as economic data improved modestly and Fed policy-makers continued to discuss winding down quantitative easing.

TREASURY YIELDS	6/30/2013	5/31/2013	CHANGE
3 Month	0.03	0.03	0.00
2 Year	0.36	0.30	0.06
3 Year	0.65	0.49	0.16
5 Year	1.40	1.02	0.38
7 Year	1.94	1.53	0.41
10 Year	2.49	2.13	0.36
30 Year	3.50	3.28	0.22

Source: Bloomberg

Consumer Prices

In May, overall CPI inflation rose to 1.4% on a year-over-year basis from 1.1% in April. The year-over-year Core CPI (CPI less food and energy) was unchanged at 1.7%. The core inflation rate is trending below the Fed's long-term goal of 2.0% and remains below the trigger rate for policy action of 2.5%.

Retail Sales

In May, Retail Sales rose 4.3% on a year-over-year basis. On a month-over-month basis, Retail Sales increased 0.6% in May, which was slightly better than expected. Overall, recent consumer spending trends have been favorable.

Labor Markets

The June employment report showed that payrolls increased by 195,000 (better than the 161,000 consensus estimate). The net revisions for job growth in April and May were +70,000. Average nonfarm payroll growth over the past 3 months has been about 196,000. Private payrolls increased 202,000 in June while government jobs fell 7,000. The unemployment rate remained unchanged at 7.6% due to an increase in the labor force. Overall, the jobs report was better than expected and job growth is showing positive momentum.

Housing Starts

Single-family housing starts rose slightly in May to 599,000 from 597,000 in April. Housing permits eased 3.1% in the month after rising 12.9% in April. Recent housing data has been mostly favorable.

Credit Spreads Widened in June

CREDIT SPREADS	Current to December (%)	One Month Ago (%)	Change
3-month top-rated commercial paper	0.13	0.12	0.01
2-year A corporate note	0.71	0.54	0.17
5-year A corporate note	0.86	0.79	0.07
5-year Agency note	0.24	0.16	0.08

Source: Bloomberg

Data as of 6/30/13

Economic Data Remains Indicative of Slow Growth

ECONOMIC INDICATOR	Current Reading	Prior Reading	One Year Ago
Trade Balance	(45.0) $Bln MAY 13	(40.1) $Bln APR 13	(46.2) $Bln MAY 12
GDP	1.8% MAR 13	0.4% DEC 12	2.0% MAR 12
Unemployment Rate	7.6% JUN 13	7.6% MAY 13	8.2% JUN 12
Prime Rate	3.25% JUN 13	3.25% MAY 13	3.25% JUN 12
CRB Index	275.62 JUN 13	281.85 MAY 13	284.19 JUN 12
Oil (West Texas Int.)	$96.56 JUN 13	$91.97 MAY 13	$84.96 JUN 12
Consumer Price Index (y/o/y)	1.4% MAY 13	1.1% APR 13	1.7% MAY 12
Producer Price Index (y/o/y)	1.7% MAY 13	0.6% APR 13	0.6% MAY 12
Dollar/EURO	1.30 JUN 13	1.30 MAY 13	1.27 JUN 12

Source: Bloomberg

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MV00212065

Slowing Growth In China And What It Means For The Global Economy

Concerns about China's economy have made headlines in recent weeks, as the country's interbank and money market interest rates soared to record highs last month. The spike in rates along with weakening economic data has fueled investors' anxiety about the safety of China's banking system and the sustainability of the country's economic growth.

A tightening in liquidity, along with an apparently deliberate move by the People's Bank of China to hold back on providing stimulus, drove overnight repo rates to surge as high as 30% in June, essentially freezing credit markets in China. The run-up in rates was driven by a number of factors, including fears that lending activities had become overstretched, speculation in the media that China could be facing a banking crisis, as well as actions by Chinese authorities to induce monetary tightening and discipline speculators in the country's shadow banking system. While China's central bank eventually injected liquidity into the system at the end of June and interbank lending rates have since eased, it has become evident to market participants that China's new leadership may be willing to tolerate higher interest rates and slower economic growth in pursuit of financial sector deleveraging and reform.

China's new leadership may be willing to tolerate higher interest rates and slower economic growth in pursuit of financial sector deleveraging and reform.

Last November, Xi Jinping was named head of the Communist Party in China and subsequently became President in March. Since he has taken office, Mr. Xi has indicated that he wants to revamp China's economic structure and move toward greater interest rate liberalization (allowing market forces to have a greater influence on interest rates). Also in March, Li Keqiang was elected by the Chinese Congress as Premier (China's head of government and an influential driver of economic policy).

Like Mr. Xi, Mr. Li has vowed to reduce the government's role in the economy and supports private enterprise and fiscal reform. These recent changes in leadership seem to be shifting the trajectory of the Chinese economy to some degree. Policymakers appear willing to accept short-term pain for longer-term gains.

Over the past decade, China's economic growth had been fueled by a number of factors including massive state spending, strong export growth (supported by low-cost labor), a burgeoning real estate market and easy access to credit. However, it appears that these factors are now decelerating.

In 2012, China's GDP grew by 7.8%. It was the first time growth had come in below 8% in more than a decade. For the second quarter of 2013, economists are forecasting GDP growth of roughly 7.6%, a deceleration from first quarter growth of 7.7% (which was below expectations of 8%). Growth is expected to decelerate further in the third quarter to 7.4%, according to Bloomberg. While GDP growth of more than 7% may seem strong when compared to GDP growth of roughly 2% in the U.S., it represents a slowdown for China.

The deceleration in China's economy has been reflected in the recent decline in the country's closely watched purchasing managers' indices as well as the recent weakening in Chinese trade data. Manufacturing investment has declined, as evidenced by the drop in China's HSBC PMI for June to 48.2 (the lowest reading since November 2011). A reading below 50 is indicative of a contraction in factory activity. China's official PMI was 50.1 in June, a decline from 50.8 in May, pointing to lackluster manufacturing growth.

MV00212066

Meanwhile, Chinese exports declined 3.1% in June on a year-over-year basis compared to 1% year-over-year growth in May. In addition, Chinese imports fell 0.7% in June, reflecting weaker demand. Sluggish global economic growth, including an ongoing recession in Europe, has put pressure on China's exports, which has negatively impacted China's manufacturing sector and contributed to the country's overall slowdown.

We believe the most immediate risks related to China's slowdown are to commodity prices (where we have already seen significant volatility) and to second quarter corporate earnings (and second half 2013 forecasts) for companies that generate a significant portion of their revenues in China and/or companies that have been counting on China to be their growth-driver. We believe the slowdown in China also has the potential to spill over to other economies, especially in countries like Australia, South Korea, Taiwan, Indonesia, Japan, and Singapore. Europe, which is already struggling, is also likely to feel additional pain from China's slowdown. In terms of the U.S. economy, the fact that China's policymakers seem to be backing away from providing stimulus at the same time the U.S. Federal Reserve is mapping out its own exit from stimulus does, in our view, add risk to the sustainability of our economic recovery.

We believe speculation in the media about a potential banking crisis in China may be overblown. The difference between what happened in the U.S. during the financial crisis and the trouble that appears to be brewing in China is that all big Chinese banks are owned, or are at least partially controlled, by the government. As such, we believe it is unlikely that Chinese authorities would allow a systemically important bank to fail. Nevertheless, Chinese policymakers have signaled less willingness to provide ongoing stimulus, and any risk to the financial stability of China's banks is a headwind for economic growth in our opinion.

This week, the International Monetary Fund lowered its growth forecast for the global economy to 3.1% in 2013 from its previous forecast of 3.3%. The IMF cited slower growth in developing economies such as China, as well as a deepening recession in the Eurozone, as reasons for the downward revision. The IMF cut its growth forecast for China to 7.7% in 2013 from its previous forecast of 8.3%. The downward revision to the IMF's growth forecast for the U.S. was less severe, down just 0.2 percentage points to 1.7%.

We believe the structural changes taking place in China will be a headwind to the global economy over the near term.

Overall, we believe the structural changes taking place in China will be a headwind to the global economy over the near term. However, we believe the country's new leadership regime is focused on putting China on a longer-term path to stability and consumer-led (rather than government-led) economic growth.

- Shelly Henbest
VP, Credit Analyst

RISKS AND OTHER IMPORTANT CONSIDERATIONS
This report is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of publication, but may become outdated or superseded at any time without notice. Any opinions or views expressed are based on current market conditions and are subject to change. This report may contain forecasts and forward-looking statements which are inherently limited and should not be relied upon as an indicator of future results. Past performance is not indicative of future results. This report is not intended to constitute an offer, solicitation, recommendation or advice regarding any securities or investment strategy and should not be regarded by recipients as a substitute for the exercise of their own judgment.

Fixed income investments are subject to interest, credit, and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.

MV00212067

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: August 27, 2013

TITLE: ADOPT RESOLUTION NO. 2013-68 APPROVING THE RELOCATION PLAN FOR ELIGIBLE OCCUPANTS OF A SINGLE FAMILY RESIDENCE LOCATED AT 13597 NASON STREET (APN 487-470-017) FOR THE NASON STREET FROM CACTUS AVENUE TO FIR AVENUE STREET IMPROVEMENT PROJECT – PROJECT NO. 801 0001 70 77

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. 2013-68 approving the Relocation Plan for eligible occupants of a single family residence located at 13597 Nason Street (APN: 487-470-017). Resolution No. 2013-68, a Resolution of the City Council of the City of Moreno Valley, California, Approving the Relocation Plan for Eligible Occupants of a single family residence located at 13597 Nason Street (APN 487-470-017) for the Nason Street from Cactus Avenue to Fir Avenue Street Improvement Project – Project No. 801 0001 70 77.

BACKGROUND

The Nason Street from Cactus Avenue to Fir Avenue Street Improvement project (Project) will result in a total of four (4) full lanes of street improvements on Nason Street between Cactus Avenue and Fir Avenue. In order to construct the necessary improvements, right of way (ROW) acquisition is required from several parcels. A single-family residence (SFR) is situated on one of these parcels (APN: 487-470-017), located at 13597 Nason Street.

DISCUSSION

The proposed Project requires the acquisition and demolition of one SFR, which consequently results in the permanent relocation of one tenant-occupied household. For this particular parcel, only the necessary right of way for the street widening will be acquired. The City is not seeking acquisition of the whole property.

One tenant-occupied household will be relocated as part of the Project. The proposed displacement triggers relocation assistance obligations under State Relocation Law and the State Relocation Guidelines. The relocation assistance obligations require a Relocation Plan (Plan) addressing the circumstances and needs of those persons potentially displaced by the project and a mandatory 30 day review of the Plan by the impacted parties.

Overland, Pacific & Cutler, Inc. (OPC), real property consultants for the project, has met with the occupants of the subject SFR and prepared the Plan (Attachment 3). The 30 day public review period has expired and no public comment was submitted. Based on the Plan, the estimated cost to relocate the occupants is $63,060 (including 20% contingency).

ALTERNATIVES

1. Adopt the proposed Resolution approving the Relocation Plan for eligible occupants of the SFR located at 13597 Nason Street (APN 487-470-017). *This alternative will allow the City to begin negotiations to acquire right of way needed for construction of this essential project.*

2. Do not adopt the proposed Resolution approving the Relocation Plan for eligible occupants of the SFR located at 13597 Nason Street (APN 487-470-017). *This alternative will not allow the City to begin negotiations to acquire right of way and will delay construction of this essential project.*

FISCAL IMPACT

Funding for the proposed ROW acquisition is included in the current Fiscal Year 2013/2014 budget. The design and construction of the project is funded with the proceeds from the California Communities Gas Tax Revenue Certificates of Participation (COPS), Series 2011B (TRIP – Total Road Improvement Program) in the amount of $15 Million (overall project budget). These funds have been allocated for the Nason Street from Cactus Avenue to Fir Avenue Street Improvement project and cannot be utilized for operational activities. There is no impact on the City's General Fund.

BUDGETED FUNDS FOR DESIGN, RIGHT OF WAY, AND CONSTRUCTION:
Fiscal Year 2013/2014 Budget
(Account No. 2000-70-77-80001 / Project No. 801 0001 70 77) $14,300,000

ESTIMATED PROJECT COSTS:

Remaining Design and Design Management Costs	$550,000
Right of Way	$1,450,000
Utility Relocation Costs (including SCE Engineering Deposit)*	$2,300,000
Construction and Construction Management Costs	$10,000,000
Total Estimated Project Costs	$14,300,000

*An additional $850,000 of separate SCE Rule 20A funds is also estimated for Utility Relocation

CITY COUNCIL GOALS

Public Safety:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

Public Facilities and Capital Projects:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

Positive Environment:
Create a positive environment for the development of Moreno Valley's future.

NOTIFICATION

The Plan was provided to the occupants of the subject property at least 30 days prior to the presentation of this report. The City's real property consultant, OPC, also met in person with the occupants of the subject property to fully explain the Plan.

ATTACHMENTS

Attachment 1: Location Map
Attachment 2: Proposed Resolution
Attachment 3: Relocation Plan

Prepared By:
Lorenz R. Gonzales
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

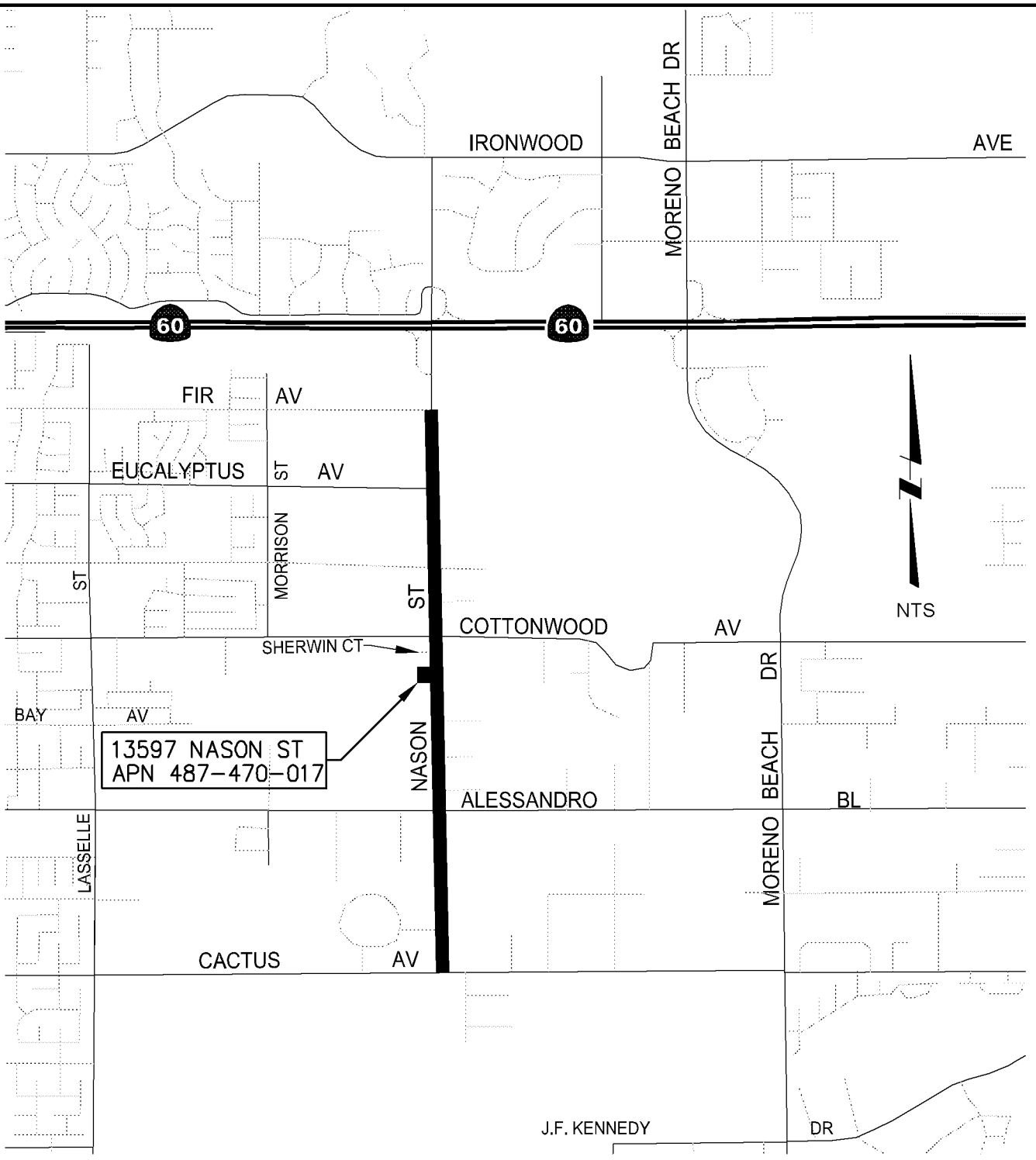

LOCATION MAP

Public Works Department
Capital Projects Division

Scale: None

ATTACHMENT 1

NASON STREET FROM CACTUS AVENUE
TO FIR AVENUE STREET IMPROVEMENT PROJECT
RELOCATION PLAN
PROJECT NUMBER 801 0001 70 77

RESOLUTION NO. 2013-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE RELOCATION PLAN FOR ELIGIBLE OCCUPANTS OF A SINGLE FAMILY RESIDENCE LOCATED AT 13597 NASON STREET (APN 487-470-017) FOR THE NASON STREET FROM CACTUS AVENUE TO FIR AVENUE STREET IMPROVEMENT PROJECT – PROJECT NO. 801 0001 70 77

WHEREAS, the State Relocation Law (California Government Code Section 7260 et seq.) and the State Relocation Guidelines (California Code of Regulations, Title 25, Chapter 6 et seq.) require the City to approve a relocation plan and provide relocation assistance and benefits to eligible residential and business occupants that are either permanently or temporarily displaced; and

WHEREAS, the City, pursuant to the State Relocation Law and the State Relocation Guidelines, has prepared a Relocation Plan, which is attached to this resolution; and

WHEREAS, the proposed action to approve the Relocation Plan is an administrative action and does not constitute a project under the California Environmental Quality Act per Guidelines Section 15262.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The Relocation Plan for eligible occupants of the Site is approved.

2. The City Manager and/or his designee is hereby authorized and directed to act on the City's behalf on all matters pertaining to the approved Relocation Plan including entering into agreement(s) with eligible occupants and payment of benefits to eligible occupants.

3. This resolution shall become effective immediately upon adoption.

APPROVED AND ADOPTED this 27th day of August, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00212074

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-68 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 27th day of August, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Nason Street Widening Project From Cactus Avenue to Fir Avenue

FINAL RELOCATION PLAN

Prepared for:
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

By:

Overland, Pacific & Cutler, Inc.
2280 Market Street, Suite 200
Riverside, California 92501
(951) 683-2353

July 2013

Adopted

Date _____

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Introduction

The City of Moreno Valley (the "City") has authorized the preparation of a Relocation Plan to be undertaken in connection with the commencement of the proposed street improvements necessary to widen Nason Street from Cactus Avenue to Fir Avenue in Moreno Valley. The proposed Nason Street Widening Project ("Project") requires the acquisition of necessary right of way to widen Nason Street from Cactus Avenue to Fir Avenue. This area on Nason Street from Cactus Avenue to Fir Avenue is an existing two to four lane road that would be improved into a four to six lane road though pavement widening, curb, gutter and median construction/ reconstruction, traffic signal upgrades, storm drainage modifications, undergrounding of utility lines, installation/modification of water facilities, sidewalk, and bicycle lanes, side street intersection improvements, and American with Disabilities Act (ADA) ramp and bus bay construction. The improvement would require new right of way acquisition of vacant and improved land.

The currently proposed phase of the Project requires a partial acquisition which impacts a single-family dwelling along Nason Street in City of Moreno Valley jurisdiction. The proposed Project would involve the acquisition and demolition of one single-family residence (SFR) and permanent relocation of one household to accommodate the actions of the proposed Project.

The needs and characteristics of the displacee population, available relocation resources and the City's program to provide assistance to each affected person are general subjects of this Relocation Plan (Plan). This Plan conforms to the requirements of the California Relocation Assistance Law, *Government Code* §7260, et seq. (Law), the Relocation Assistance and Real Property Acquisition Guidelines adopted by the Department of Housing and Community Development and Title 25, *California Code of Regulations* §6000, et seq. (Guidelines).

This Plan is organized in five sections:

1. Project description (**SECTION I**);
2. Assessment of the relocation needs of persons subject to displacement (**SECTION II**);
3. Assessment of available replacement housing units within the City of Moreno Valley and surrounding communities (**SECTION III**);
4. Description of the City's relocation program (**SECTION IV**);
5. Description of the City's outreach efforts, Project timeline and budget (**SECTION V**).

MV00212079

I. Project Description

A. Regional Location

The Project is located in the City of Moreno Valley in Riverside County. Moreno Valley is located approximately 60 miles east of the City of Los Angeles and is easily accessible by SR-60 and Interstate 215 (I-215). Adjacent communities include Riverside, Loma Linda, Beaumont, Yucaipa, Redlands, Grand Terrace, and Perris. (See Figure 1: Regional Project Location)

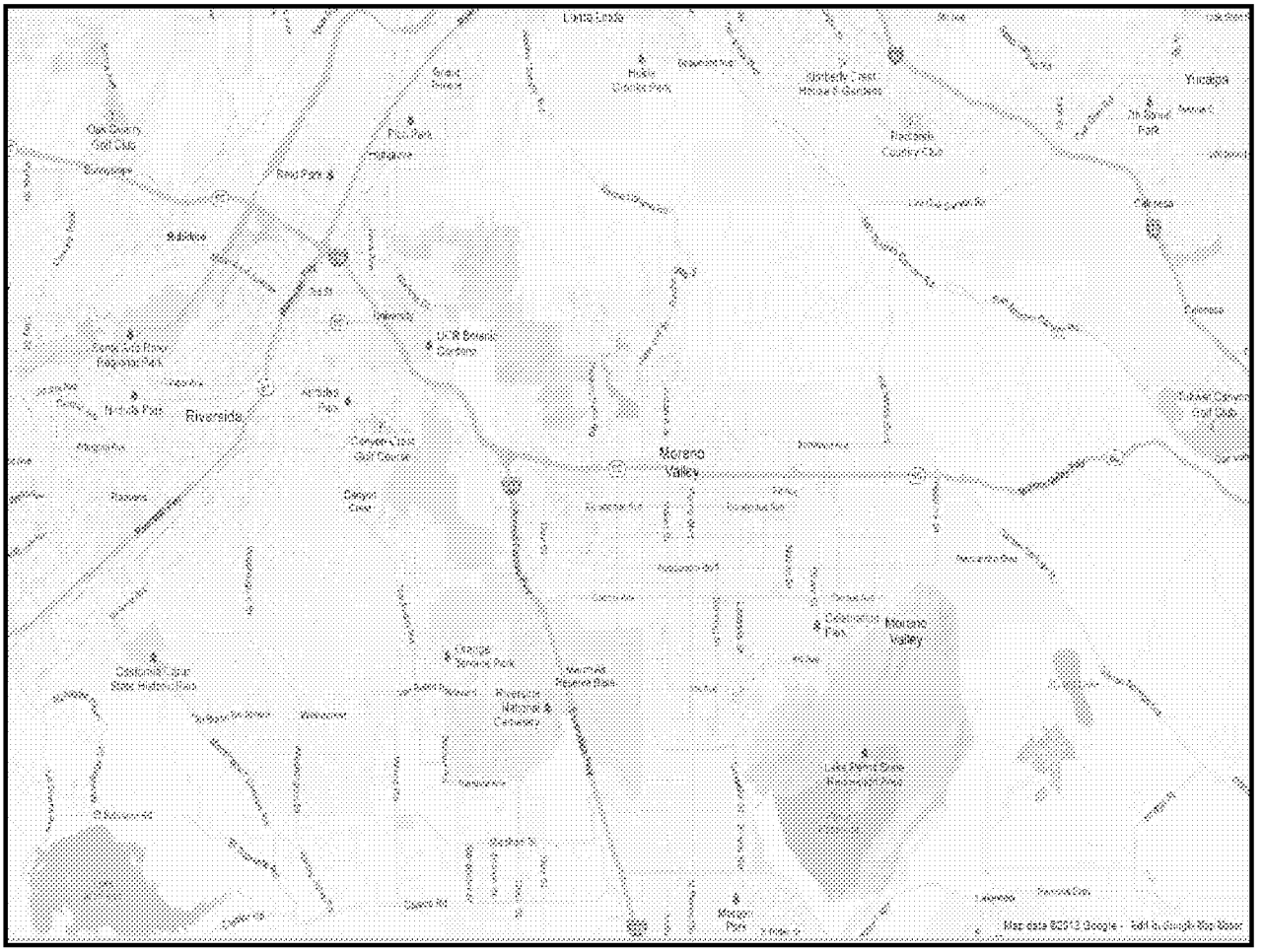

Figure 1: Regional Project Location

The Project site consists of the entire width of Nason Street from Cactus Avenue to Fir Avenue. (See Figure 2: Project Site Location and Description). The Project area of construction is approximately 28 acres.

Due to the nature of the proposed improvements and the impact on the subject property, there will be only one single-family dwelling that will need to be acquired.

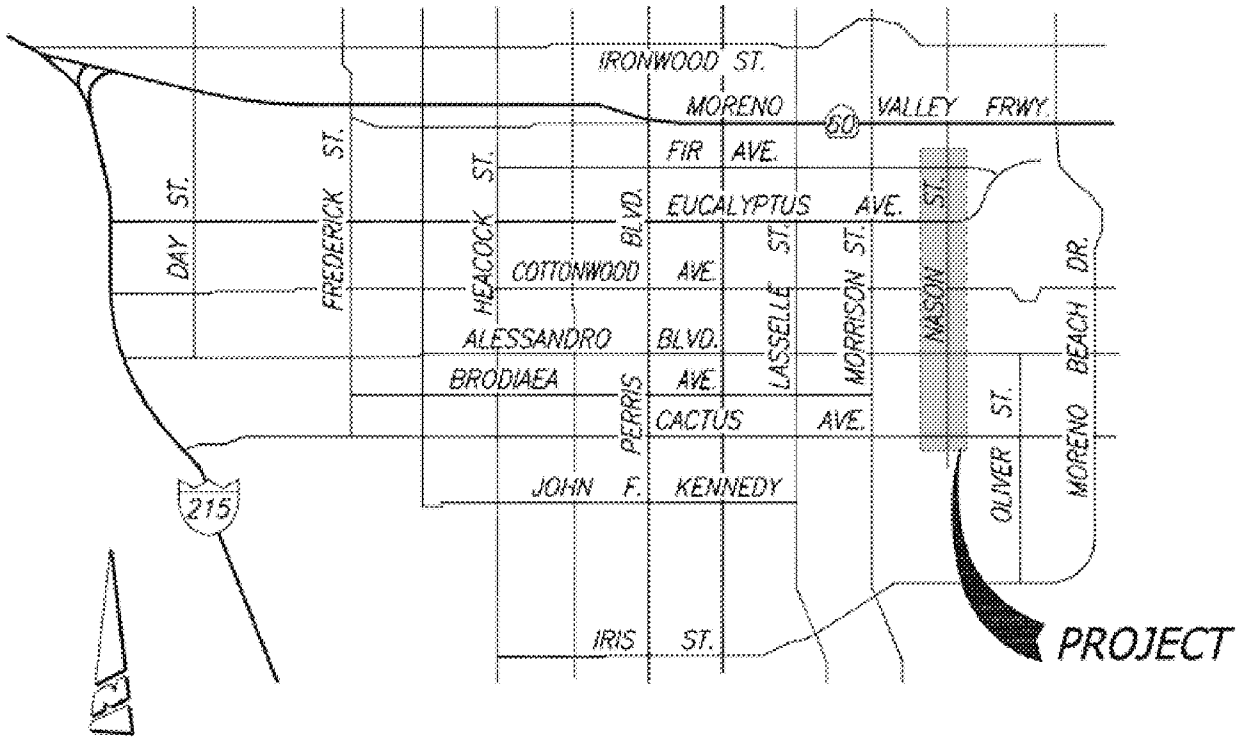

NASON STREET WIDENING PROJECT
CITY OF MORENO VALLEY

CACTUS AVENUE TO FIR AVENUE

FIGURE 2: PROJECT SITE LOCATION AND DESCRIPTION
SOURCE: THE THOMAS GUIDE, 2008 EDITION, SAN BERNARDINO AND RIVERSIDE COUNTIES – PAGE 718

B. General Demographic and Housing Characteristics

According to the 2010 U.S. Census, the population of the City of Moreno Valley is 193,365, and the population of the impacted Census Tract 426.22 is 4,107 (see **Table 1.**). Corresponding Census data concerning the housing mix is shown in **Table 2.**

Table 1: 2010 Census Population – City of Moreno Valley and Impacted Tract

Population	Tract 426.22	%	City	%
Total Population	4,107	100.0%	193,365	100.0%
White	1,430	34.8%	80,969	41.9%
Black or African American	789	19.2%	34,889	18.0%
American Indian or Alaska Native	38	0.9%	1,721	0.9%
Asian	635	15.5%	11,867	6.1%
Native Hawaiian or Other Pacific Islander	8	0.2%	1,117	0.6%
Some Other Race	953	23.2%	51,741	26.8%
Two or More Races	254	6.2%	11,061	5.7%
Hispanic or Latino (of Any Race)	1,816	44.2%	105,169	54.4%

Source: U.S. Census Bureau, QT-P3. Race, Hispanic or Latino, and Age: 2010.

Table 2: 2010 Census Housing Units – City of Moreno Valley and Impacted Tract

Type	Tract 426.22	%	City	%
Total Units	1,360	100.0%	55,559	100.0%
Owner-Occupied	651	47.9%	33,393	60.1%
Renter-Occupied	583	42.8%	18,199	32.8%
Vacant Housing Units	126	9.3%	3,967	7.1%
Available for Sale Only (of Total Vacant Units)	43	34.1%	1,196	30.1%
Available for Rent – Full Time Occupancy (of Total Vacant Units)	50	39.7%	1,486	37.5%
Sold or Rented – Not Occupied	12	9.5%	243	6.1%
Otherwise Not Available (e.g. seasonal, recreational, migratory, occasional use)	4	3.2%	131	3.3%
Other Vacant	17	13.5%	911	23.0%

Source: U.S. Census Bureau, QT-H1. General Housing Characteristics: 2010.

MV00212082

II. Assessment of Relocation Needs

A. Survey Method

To obtain information necessary for the preparation of this Plan, a personal interview with the residents to be permanently displaced was conducted in April 2013. The interviewer was successful in obtaining survey responses from the one occupied household in the Project area that is to be displaced. The data in this section of the Plan are based solely on the unsubstantiated responses of those individuals who participated in the survey.

Inquiries made of the residential occupants concerned household size and composition, income, rent and mortgage payments, length of occupancy, ethnicity, home language, physical disabilities, and replacement housing preferences. A sample of the residential interview form used in the interview process is presented as **Exhibit A** of this report.

B. Field Survey Data

1. *Current Occupants*

There is one residential household that will be relocated as part of the Project. At the time of the interview, based on data known for the one household to be displaced, there was one adult and three children (17 years or younger) onsite to be permanently displaced.

The project occupants reside in a SFR. Among the individual households to be displaced, there is one tenant-occupied household. The commonly accepted standard for housing density allows two persons per bedroom and one person in the common living area. Based on this criterion and available tenant data, there are no overcrowded units among the tenant-occupied households.

2. *Replacement Housing Needs*

Replacement housing needs, as expressed in this plan, are defined by the total number of required replacement units and distribution of those units by bedroom size. The projected number of required units by bedroom size is calculated by comparing survey data for household size with typical replacement housing occupancy standards. These standards, generally, allow for up to three persons in a one-bedroom unit, five persons in a two-bedroom unit, seven persons in a three-bedroom unit and nine or more persons in a four-bedroom unit.

Replacement units required for the displaced Project occupants include one three-bedroom SFR for rent.

3. *Income*

Income information was provided by the only tenant household. According to income standards for the County of Riverside (**Exhibit B**) adjusted for family size as published by the United States Department of Housing and Urban Development (HUD), the household qualifies as Very Low Income (39% of area median income).

MV00212083

4. *Ethnicity/Language*

Based on information from the single household who participated in the survey, the ethnicity stated was as Hispanic for the one household and the household reported English as their preferred language.

5. *Senior/Handicapped Households*

There are no known households identified with a senior head of household or spouse (62 years or older) in the Project. It was reported that a female child living in the household is a child with special needs that are due to behavioral issues.

6. *Preferred Relocation Areas*

The single household indicated that they preferred to remain within Riverside County in order to maintain current access to employment, schools, and family.

MV00212084

III. Relocation Resources

A. Methodology

For residential housing, a resource survey was initially conducted to identify available homes for rent and for sale within a ten-mile radius from the Project site and then expanding throughout the Moreno Valley area. The following source was utilized:

- Internet sources for rental and purchase opportunities, including the Multiple Listing Service.

B. Replacement Housing Availability

1. *Residential Rental Housing*

The rental replacement housing survey considered SFRs for rent in Moreno Valley. This data is summarized in **Table 3** below. The individual figures for number of units found by bedroom size are presented in the table alongside the number of units needed (shown in parentheses) to meet the re-housing obligations.

Table 3: Availability and Cost of Replacement Rental Housing

Bedroom Size	Three
# Found (# Needed)	74 (1)
Rent Range	$995 - $2,300
Median Rent	$1,647.50

The median rent amount shown in the table is among the figures used to make benefit and budget projections for the Plan. This amount is, naturally, subject to change according to the market rates prevailing at the time of displacement.

2. *Summary*

Considering the above described availability of replacement housing resources gathered in April 2013, there are adequate replacement resources for the residential occupants.

Based on survey results of rental opportunities and the tenants' current rent, the tenant occupants will likely not have an increase in monthly rent. However, possible increases, if any, will be met through the Agency's obligation under the relocation regulations, including Last Resort Housing (LHR) requirements. (See Section IV.E, Last Resort Housing).

C. Related Issues

1. *Concurrent Residential Displacement*

At this time, there are no other current public projects causing significant displacements underway in the City of Moreno Valley or adjacent communities which would compete with the Project for needed housing resources. The funding source is California Communities Gas Tax

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Revenue Certificates of Participation (COPS), Series 2011B (Total Road Improvement Program [TRIP]). As shown in Tables 3 and 4, there are adequate resources available for replacement sites. No residential displacee will be required to move without both adequate notice and access to available affordable decent, safe and sanitary housing.

2. *Temporary Housing*

No need for temporary housing is anticipated.

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IV. The Relocation Program

The City's Relocation Program is designed to minimize hardship, be responsive to unique project circumstances, emphasize maintaining personal contact with all affected individuals, consistently apply all regulatory criteria to formulate eligibility and benefit determinations and conform to all applicable requirements.

The City has retained Overland, Pacific & Cutler, Inc. ("OPC") to administer the Relocation Program. OPC has worked on more than 3,000 public acquisition and relocation projects over the past 32 years. Additionally, OPC has an extensive resume of redevelopment and public works projects undertaken in the City of Moreno Valley and other Southern California communities. Experienced City staff will monitor the performance of OPC and be responsible to approve or disapprove OPC recommendations concerning eligibility and benefit determinations and interpretations of the City's policy.

The Relocation Program consists of two principal constituents: Advisory Assistance and Financial Assistance.

A. Advisory Assistance

Individuals who will need to move from existing homes will receive advisory assistance. Advisory assistance services are intended to:

- inform displacees about the relocation program
- help in the process of finding appropriate replacement accommodations
- facilitate claims processing
- maintain a communication link with the City
- coordinate the involvement of outside service providers

To follow through on the advisory assistance component of the relocation program and assure that the City meets its obligations under the law, relocation staff will perform the following functions:

1. Distribute appropriate written information concerning the City's relocation program;
2. Inform eligible project occupants of the nature of, and procedures for, obtaining available relocation assistance and benefits (see **Exhibit C**);
3. Determine the needs of each residential displacee eligible for assistance;
4. Provide residential displacees with at least three referrals to comparable replacement housing within a reasonable time prior to displacement;
5. Maintain an updated database of available housing resources, and distribute referral information to displacees for the duration of the Project;
6. Provide transportation to residential displacees, if necessary, to inspect replacement sites within the local area;

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7. Offer special assistance to help elderly or disabled displacees find housing near friends, relatives, medical facilities, services and convenient transportation;
8. Provide continuously updated referrals to potential replacement sites within a reasonable time prior to displacement,
9. Supply information concerning federal and state programs and other governmental programs providing assistance to displaced persons;
10. Assist each eligible displacee in the preparation and submission of relocation assistance claims;
11. Provide additional reasonable services necessary to successfully relocate occupants;
12. Make benefit determinations and payments in accordance with applicable law and the City's adopted relocation guidelines;
13. Assure that no occupant is required to move without a minimum of 90 days written notice to vacate. This notice could be part of, separate from, or be an Order for Immediate Possession issued from the Court;
14. Inform all persons, subject to displacement, of the City's policies with regard to eviction and property management;
15. Establish and maintain a formal grievance procedure for use by displaced persons seeking administrative review of the City's decision with respect to relocation assistance; and,
16. Provide assistance that does not result in different or separate treatment due to race, color, religion, national origin, sex, marital status or other arbitrary circumstances.

B. Relocation Benefits

Specific eligibility requirements and benefit plans will be detailed on an individual basis with all displacees. In the course of personal interviews and follow-up visits, each displacee will be counseled as to available options and the consequences of any choice with respect to financial assistance.

Relocation benefits will be paid to eligible displacees upon submission of required claim forms and documentation in accordance with the City's administrative procedures. The City may process advance payment requests from determined eligibility amounts to mitigate hardships for residential occupants who do not have access to sufficient funds to initially secure replacement housing such as paying an escrow deposit or first month's rent and security deposit. Approved requests will be processed expeditiously to help avoid the loss of desirable, appropriate replacement housing.

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1. *Residential Moving Expense Payments*

All residential occupants to be relocated will be eligible to receive a payment for moving expenses. Moving expense payments will be made based upon the actual cost of a professional move or a fixed payment based on a room-count schedule.

a. *Actual Cost (Professional Move)*

The displacee may elect to retain the services of a licensed professional mover, in which case the City will pay the actual cost of moving services, based on the lower of at least two (2) acceptable bids. (The City may, at its discretion, solicit competitive bids to determine the lowest, reasonable move cost.) After the move is complete, the displacee may request a direct payment from the City to the mover.

b. *Fixed Payment (based on Room Count Schedule)*

The displacee may, while taking full responsibility for the move, elect to receive a fixed payment for moving expenses based on a room count in the displacement dwelling. The fixed payment is a one-time, all inclusive allowance that does not require back-up documentation. The current schedule for fixed payments is set forth in **Table 4**:

Table 4: Schedule of Fixed Moving Payments

Unfurnished Dwelling									
Room count	1	2	3	4	5	6	7	8	Each additional
Amount	$685	$880	$1,100	$1,295	$1,570	$1,815	$2,090	$2,365	$250
Furnished Dwelling									
Room count	1	each additional							
Amount	$450	$85							

Source: California Department of Transportation – June 2012

2. *Rental Assistance to Tenants Who Choose to Rent*

A tenant displaced from a dwelling may be entitled to a Replacement Housing Payment in the form of rental or downpayment assistance not-to-exceed $5,250 (prior to consideration of eligibility for Last Resort Housing benefits – see Section IV.E, Last Resort Housing), if the displacee:

1. Has actually and lawfully occupied the displacement dwelling for at least 90 days immediately prior to the initiation of negotiations; and
2. Has rented, or purchased, and occupied a decent, safe, and sanitary replacement dwelling within one year (unless the Agency extends this period for good cause) after the date he or she moves from the displacement dwelling.

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Rental Assistance payment amounts are equal to 42 times the difference between the base monthly rent and the lesser of:

1. The monthly rent and estimated average monthly cost of utilities for a comparable replacement dwelling; or
2. The monthly rent and estimated average monthly cost of utilities for the decent, safe and sanitary replacement dwelling actually occupied by displaced person.

The base monthly rent for the displacement dwelling is the lesser of:

1. The average monthly cost for rent and utilities at the displacement dwelling 90 days prior to the offer on the property. For owner-occupants or households, which pay no rent, Fair Market Rent will be used as a substitute for actual rent; or
2. Thirty percent (30%) of the displaced person's average, monthly, adjusted gross household income. If a displacee refuses to provide appropriate evidence of income or is a dependent, the base monthly rent shall be determined to be the average monthly cost for rent and utilities at the displacement dwelling; or
3. The total of the amount designated for shelter and utilities if receiving a welfare assistance payment from a program that designated the amounts for shelter and utilities.

Table 5 illustrates the computation of a rental/downpayment assistance payment.

Table 5: Computation of Rental Assistance Payments (Tenants)

1. Old Rent	$650	Old Rent, plus Utility Allowance
		or
2. Ability to Pay	$700	30% of the Adjusted Gross Household Income*
3. Lesser of lines 1 **or** 2	$650	Base Monthly Rental
Subtract From:		
4. Actual New Rent	$750	Actual New Rent including Utility Allowance
		or
5. Comparable Rent	$775	Determined by Agency, includes Utility Allowance
6. Lesser of lines 4 **or** 5	$750	
7. Yields Monthly Need	$100	Subtract line 3 from line 6
8. Rental Assistance Payment	**$4,200**	**Multiply line 7 by 42 months**

*Gross income means the total amount of annual income of a household less the following: (1) a deduction for each dependent in excess of three; (2) a deduction of 10% of total income for the elderly or disabled head of household; (3) a deduction for recurring extraordinary medical expenses defined for this purpose to mean medical expenses in excess of 3% of total income, where not compensated for, or covered by insurance or other sources; (4) a deduction of reasonable amounts paid for the care of children or sick or incapacitate family members when determined to be necessary to employment of head of household or spouse, except that the amount shall not exceed the amount of income received by the person who would not otherwise be able to seek employment in the absence of such care.

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3. *Downpayment Assistance to Tenants Who Choose to Purchase*

Displacees otherwise eligible to receive a Rental Assistance payment as previously described, may choose to utilize the full amount of their rental assistance eligibility amount (including Last Resort benefit) to purchase a home. Such payments shall be deposited directly into an escrow account with provisions that allow the Agency to recover its funds should the escrow be cancelled or not proceed in a timely manner. These funds can be used as a downpayment and/or to pay for eligible non-recurring closing costs.

4. *Payment to Non-Tenured Residential Tenants*

A residential tenant who has actually and lawfully occupied the displacement dwelling for less than 90 days immediately prior to the initiation of negotiations is entitled to receive a moving expense payment. Additionally, non-tenured residential tenants may qualify for a rental assistance payment under the provisions of Last Resort Housing assistance (see Section IV.E, Last Resort Housing). Such assistance is authorized when comparable replacement housing is not available at rental rates within the tenant's financial means (30% of gross monthly household income). Last Resort Housing assistance to non-tenured households is based solely on income.

C. Determination of Comparable Housing

Relocation staff will evaluate the cost of comparable replacement housing in the preparation of each individual Notice of Eligibility issued to residential displacees. For residential tenant occupants, the cost of comparable replacement housing will be determined by the comparative method.

D. General Information Regarding the Payment of Relocation Benefits

Claims and supporting documentation for relocation benefits must be filed with the City no later than 18 months after the date of displacement. The procedure for the preparation and filing of claims, and the processing and delivery of payments, will be as follows:

1. Claimant(s) will provide all necessary documentation to substantiate eligibility for assistance;
2. Relocation staff will review all necessary documentation including, but not limited to, income verification, lease documents and escrow material before reaching a determination as to which expenses are eligible for compensation;
3. Required claims forms will be prepared by relocation staff and presented to the claimant for review. Signed claims and supporting documentation will be returned to relocation staff and submitted to the City;
4. The City will review and approve claims for payment, or request additional information;
5. The City will issue benefit checks to claimants in the most secure, expeditious manner possible;

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6. Final payments to residential displacees will be issued after confirmation that the Project premises have been completely vacated and actual residency at the replacement unit is verified;

7. Receipts of payment and all claims materials will be maintained in the relocation case file.

E. Last Resort Housing

Specifically, for renters, when the computed replacement housing assistance eligibility exceeds $5,250 or replacement dwelling monthly rental costs (including utilities and other reasonable recurring expenses) exceeds 30% of the person's average monthly income, Last Resort Housing will have to be provided.

Therefore, if the Project is to go forward, the City will authorize its funds or funds authorized for the Project to provide housing of last resort. Funds will be used to make payments in excess of the monetary limit specified in the statute ($5,250); hence, satisfying the requirement that "comparable replacement housing" is available.

A displaced tenant household will be entitled to consideration for supplementary benefits in the form of Last Resort Housing assistance when the computed replacement housing assistance eligibility exceeds $5,250 or replacement dwelling monthly rental costs (including utilities and other reasonable recurring expenses) exceed 30% of the person's average monthly income (financial means) or when a tenant fails to meet the 90-day occupancy requirement and comparable replacement rental housing is not available within the displaced person's financial means. Calculations of Last Resort rental assistance benefits for tenants who fail to meet the 90-day occupancy requirement will be based solely on household income. Non 90-day qualifiers must meet basic eligibility requirements applied to all other displacees.

The City may pay Last Resort Housing payments in installments or a lump sum. Recipients of Last Resort rental assistance, who intend to purchase rather than re-rent replacement housing, will have the right to request a lump sum payment of all benefits in the form of downpayment assistance.

F. Relocation Tax Consequences

California Government Code Section 7269 indicates no relocation payment received shall be considered as income for the purposes of the Personal Income Tax Law, Part 10 (commencing with Section 170 01) of Division 2 of the Revenue and Taxation Code, or the Bank and Corporation Tax law, Part 11 (commencing with Section 23001) of Division 2 of the Revenue and Taxation Code. Furthermore, federal regulations (49 CFR Part 24, Section 24.209) also indicate that no payment received under this part (Part 24) shall be considered as income for the purpose of the Internal Revenue Code of 1954, which has been redesignated as the Internal Revenue Code of 1986. No federal dollars are anticipated for this project. Therefore, federal regulations may not apply and the Internal Revenue Service (IRS) may consider relocation payments as income. The preceding statement is not tendered as legal advice in regard to tax consequences, and displacees should consult with their own tax advisor or legal counsel to determine the current status of such payments.

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(IRS Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting marketing or recommending to another party any matters addressed herein)

MV00212093

V. Administrative Provisions

A. Notices

Each notice, which the City is required to provide to a Project occupant, shall be personally delivered or sent certified or registered first-class mail, return receipt requested and documented in the case file. Each notice will be written in plain, understandable language. Each notice will indicate the name and telephone number of a person who may be contacted for answers to questions and other needed help.

There are three principal notices:

1. the Information Statement
2. the Notice of Relocation Eligibility, and
3. the 90-Day Vacate Notice.

The Informational Statement is intended to provide potential relocatees with a general written description of the City's relocation program and basic information concerning benefits, conditions of eligibility, noticing requirements and appeal rights. (See **Exhibit C**)

A Notice of Relocation Eligibility (NOE) will be distributed to each residential relocatee. The NOE to residential relocatees contains a determination of eligibility for relocation assistance and a computation of a maximum entitlement based on information provided by the affected household and the analysis of comparable replacement properties undertaken by the relocation staff.

No lawful occupant will be required to move without having received at least 90 days advance written notice of the earliest date by which the move will be necessary. The 90-Day Vacate Notice will state a specific date as the earliest date by which the occupant may be required to move or state that the occupant will receive a further notice indicating, at least 60 days in advance, the specific date of the required move. The 90-Day Vacate Notice will not be issued to any residential displacee before a comparable replacement dwelling has been made available.

In addition to the three principal notices, relocation staff will issue timely written notification in the form of a Reminder Notice, which discusses the possible loss of rights and sets the expiration date for the loss of benefits to those persons who:

1. are eligible for monetary benefits
2. have moved from the acquired property, and
3. have not filed a claim for benefits.

Reminder Notices will be issued periodically throughout the qualification period. An attempt shall be made to make written contact with all non-responsive relocatees no later than within the last six months prior to the filing expiration date.

MV00212094

B. Privacy of Records

All information obtained from displacees is considered confidential and will not be shared without consent of the displacee or the City or as a requirement of a specific Public Records Request in accordance with State law. Relocation staff will comply with federal regulations concerning safeguarding of relocation files and their contents.

C. Grievance Procedures

The City's grievance policy will follow the standards described in Article 5 Section 6150, et seq. of the State guidelines. Briefly stated, displacees will have the right to ask for administrative review when they believe themselves aggrieved by a determination as to eligibility, the amount of payment, the failure to provide comparable replacement housing referrals or the City's property management practices.

Requests for review will be directed first to the Director of Public Works or an authorized designee of the City and subsequently to a formal Relocation Appeals Board, at the election of the appellant complainant. Details concerning the entire appeals process will be provided upon request.

D. Eviction Policy

The City recognizes that eviction is permissible only as a last resort, and that relocation records must be documented to reflect the specific circumstances surrounding any eviction. Eviction will only take place in cases of nonpayment of rent, serious violation of the rental agreement, a dangerous or illegal act in the unit, of if the household refuses all reasonable offers of alternate accommodation. In the event of an eviction for cause, the household may forfeit their eligibility for relocation benefits.

E. Citizen Participation

A community meeting regarding this Project phase was held on June 27, 2012 at the local high school that fronts Nason Street in the proposed Project area. As the process for considering the Project moves forward, the City will observe the following protocol:

1. Provide affected tenants with full and timely access to documents relevant to the relocation program;
2. Encourage meaningful participation in reviewing the Relocation Plan and monitoring the relocation assistance program;
3. Provide technical assistance necessary to interpret elements of the Relocation Plan and other pertinent materials;
4. Issue a general notice concerning the availability of the Plan for public review, as required, 30 days prior to its proposed approval; and
5. Include written or oral comments concerning the Plan as an attachment (**Exhibit D**) when it is forwarded to the City Council for approval.

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F. Projected Date of Displacement

The City anticipates that a date specific Notice to Vacate will not be issued prior to **October 2013**. No resident will be required to vacate without a minimum of 90 days' notice. However, a resident may choose to vacate prior to a vacate notice being issued, once they have received their Notice of Eligibility, and be assured they will receive any replacement housing assistance and moving assistance to which they may be entitled.

G. Estimated Relocation Costs

The total budget estimate for relocation-related payments for this Project, including a 10 percent contingency, is **$63,060**.

The Estimated relocation budget does not include any payments related to property acquisition. In addition, the budget does not consider the cost of any services necessary to implement the Plan and complete the relocation element of the Project.

If the Project is to be implemented, and circumstances arise that should change either the number of displaced occupants, or the nature of their activity, the City will authorize any additional compensable funds that may need to be appropriated. The City pledges to appropriate, on a timely basis, the funds necessary to ensure the successful completion of the Project, including funds necessary for Last Resort Housing as indicated in Section IV.E, of this Plan to meet its obligation under the relocation regulations.

MV00212096

Exhibit A
Residential Relocation Interview Form

Residential Relocation Interview

Client/Project:	Case ID:		
Site Address:	Total occupants:	Interview Date:	☐ Unoccupied
City, St, ZIP:		Interviewer:	☐ No Contact

INDIVIDUAL OCCUPANTS (use additional pages as needed)

1. Name:	Gender: F M	Employer/School:			
Relationship (list 1): HEAD OF HOUSEHOLD	☐ ID verified	Income srce (list 2):	Income/empl. description:	Hire/start date:	Mo Income:
Lawful presence (list 3):	Date of birth:				
Phone/fax/email:	Move-in date:				
Notes/special needs:					

2. Name:	Gender: F M	Employer/School:			
Relationship (list 1):	☐ ID verified	Income srce (list 2):	Income/empl. description:	Hire/start date:	Mo Income:
Lawful presence (list 3):	Date of birth:				
Phone/fax/email:	Move-in date:				
Notes/special needs:					

3. Name:	Gender: F M	Employer/School:			
Relationship (list 1):	☐ ID verified	Income srce (list 2):	Income/empl. description:	Hire/start date:	Mo Income:
Lawful presence (list 3):	Date of birth:				
Phone/fax/email:	Move-in date:				
Notes/special needs:					

4. Name:	Gender: F M	Employer/School:			
Relationship (list 1):	☐ ID verified	Income srce (list 2):	Income/empl. description:	Hire/start date:	Mo Income:
Lawful presence (list 3):	Date of birth:				
Phone/fax/email:	Move-in date:				
Notes/special needs:					

5. Name:	Gender: F M	Employer/School:			
Relationship (list 1):	☐ ID verified	Income srce (list 2):	Income/empl. description:	Hire/start date:	Mo Income:
Lawful presence (list 3):	Date of birth:				
Phone/fax/email:	Move-in date:				
Notes/special needs:					

6. Name:	Gender: F M	Employer/School:			
Relationship (list 1):	☐ ID verified	Income srce (list 2):	Income/empl. description:	Hire/start date:	Mo Income:
Lawful presence (list 3):	Date of birth:				
Phone/fax/email:	Move-in date:				
Notes/special needs:					

DWELLING

Mailing Address:

City, St, ZIP:

Carbon Copy Address:

City, St, ZIP:

Dwelling Type (list 4):

Bedrooms:	Attic/Utility/Storage:	Approx Sq Ft:
Kitchen:	Basement:	Bathrooms:
Living/family rooms:	Garage:	Garage Spaces:
Dining room:	Other/Extra:	Carport Spaces:
Den/Office:	**Total physical and content rooms to move:**	Parking Spaces:
Total Rooms:		Number of cars:

Air Cond: ☐Central ☐Wall/Window ☐Heat Pump ☐Evap./Swamp ☐None

Heating: ☐FAU ☐Radiant ☐Hot Water ☐Space Htr ☐Solar ☐Heat Pump

Dwelling Condition: ☐ Good ☐ Fair ☐ Poor

Neighborhood Condition: ☐ Good ☐ Fair ☐ Poor

Amenities:

TENANT

Rent terms: ☐ Month-Month ☐ Lease, months left:

☐ Rent reduced in exchange for service ☐ Unit furnished by tenant

Monthly contract rent: $ Security deposit: $

Landlord/manager name/ph:

☐ Written rental agreement available? ☐ Rent receipts available?

☐ Receiving Section 8 or other housing assistance?

Caseworker name/ph:

Monthly tenant portion of rent: $

Annual family/child care expenses to allow work: $

Annual non-reimbursed medical expenses: $

Annual non-reimb. handicapped assistance expenses: $

Utilities paid by tenant:

☐ Gas: $

☐ Electric: $

☐ Water: $

☐ Sewer: $

☐ Trash: $

☐ NONE

Pets:

Energy source:	Gas	Electr	Oil	Other
Cooking Stove:	☐	☐	☐	_____
Water Heater:	☐	☐	☐	_____
Space Heat:	☐	☐	☐	_____
Air Conditioning:	☐	☐	☐	_____

HOUSEHOLD

☐ Primary residence of all occupants? (If not, explain in notes)

☐ Can someone read/understand English? If not, language:

Race/Ethnicity: ☐ American Indian/Alaskan ☐ Asian ☐ Black/African-American ☐ Hawaiian/Pacific Islander ☐ Hispanic/Latino ☐ White ☐ Other ☐ Mixed

Subscribe to: ☐ Land phone ☐ TV service ☐ Internet

☐ Home-based business? (describe in notes)

☐ Rent rooms in dwelling? (describe in notes)

☐ On fixed income or public assistance? (describe in Occupants)

☐ Disabled occupants? (describe modifications/needs in Occupants)

Replacement site special needs (mark and describe in Notes)

☐ Employment access ☐ Shopping

☐ Public transport ☐ Religious

☐ Medical facilities/services ☐ Social/Public services

☐ School needs ☐ Relatives/Ethnic

☐ Childcare ☐ Other special needs

☐ All occupants to move to the same dwelling? (if not, explain in notes)

Replacement dwelling preference: ☐ Rent ☐ Buy

Can relocate from: ☐ Neighborhood ☐ City ☐ County ☐ State

Preferred relocation areas:

HOMEOWNER

Lot size (sq ft):	Date purchased:	Age (yrs):
☐ Own clear, no mortg/loans	☐ Negative equity	# of stories:

1st Loan Information	2nd Loan Information
Lender:	Lender:
Loan Type (list 5):	Loan Type (list 5):
Current % Rate:	Current % Rate:
Principal Balance: $	Principal Balance: $
Original Date:	Original Date:
Remaining months:	Remaining months:
Monthly P&I payment:	Monthly P&I payment:

MOBILE HOME

Pad space: ☐ Rent ☐ Own	Coach: ☐ Rent ☐ Own
Pad rent: $	Make/Model:
Coach length (ft):	Year:
Coach width (ft):	Decal #:

INTERVIEW NOTES (explain all special dwelling/household circumstances, including those noted on page 2)

1. Relation: Spouse, Child, Foster Child, Parent, Partner, Sibling, Aunt/Uncle, Cousin, Grandparent, Parent In-Law, Sibling In-Law, Other Relative, Roommate
2. Income: Wages/Salaries, Social Security/Disab/Pension, Child Support/Alimony, Welfare/TANF/AFDC, Family Subsidy/Gift, Business Income, Interest/Dividends, Unempl./Workers Comp, AF pay, EITC, Cash Income, Rent Reduction, Other
3. Legal Status: Unknown, Citizen/National, Lawful Other, NOT Lawful, Decline to provide.
4. Dwelling: SFR, Duplex, 3-Plex, 4-Plex, Apartment, Condo/Townhome, Hotel/Motel, Mobile Home, RV, Other
5. Loans: Fixed Mortgage, Adjustable Mortgage, Interest Only, Fixed HELOC, Adjustable HELOC, Reverse Mortgage, Other

I certify that all occupants have been identified above and that all information provided for this survey is true and complete to the best of my knowledge.

Claimant Name: Date: Signature:

Exhibit B
HUD Income Limits – Riverside County

State Income Limits for 2012

See instructions on last page to use income limits to determine applicant eligibility and calculate affordable housing cost and rent

County	Income Category	Number of Persons in Household 1	2	3	4	5	6	7	8
Riverside County	Extremely Low	14,100	16,100	18,100	**20,100**	21,750	23,350	24,950	26,550
4-Person	Very Low Income	23,450	26,800	30,150	**33,500**	36,200	38,900	41,550	44,250
Area Median Income	Lower Income	37,550	42,900	48,250	**53,600**	57,900	62,200	66,500	70,800
63,300	Median Income	44,300	50,650	56,950	**63,300**	68,350	73,450	78,500	83,550
	Moderate Income	53,150	60,750	68,350	**75,950**	82,050	88,100	94,200	100,250
Sacramento County	Extremely Low	16,000	18,300	20,600	**22,850**	24,700	26,550	28,350	30,200
4-Person	Very Low Income	26,650	30,450	34,250	**38,050**	41,100	44,150	47,200	50,250
Area Median Income	Lower Income	42,650	48,750	54,850	**60,900**	65,800	70,650	75,550	80,400
76,100	Median Income	53,250	60,900	68,500	**76,100**	82,200	88,300	94,350	100,450
	Moderate Income	63,900	73,050	82,150	**91,300**	98,600	105,900	113,200	120,500
San Benito County	Extremely Low	16,700	19,050	21,450	**23,800**	25,750	27,650	29,550	31,450
4-Person	Very Low Income	27,800	31,750	35,700	**39,650**	42,850	46,000	49,200	52,350
Area Median Income	Lower Income	44,450	50,800	57,150	**63,450**	68,550	73,650	78,700	83,800
79,300	Median Income	55,500	63,450	71,350	**79,300**	85,650	92,000	98,350	104,700
	Moderate Income	66,600	76,100	85,650	**95,150**	102,750	110,350	118,000	125,600
San Bernardino County	Extremely Low	14,100	16,100	18,100	**20,100**	21,750	23,350	24,950	26,550
4-Person	Very Low Income	23,450	26,800	30,150	**33,500**	36,200	38,900	41,550	44,250
Area Median Income	Lower Income	37,550	42,900	48,250	**53,600**	57,900	62,200	66,500	70,800
63,300	Median Income	44,300	50,650	56,950	**63,300**	68,350	73,450	78,500	83,550
	Moderate Income	53,150	60,750	68,350	**75,950**	82,050	88,100	94,200	100,250
San Diego County	Extremely Low	16,900	19,300	21,700	**24,100**	26,050	28,000	29,900	31,850
4-Person	Very Low Income	28,150	32,150	36,150	**40,150**	43,400	46,600	49,800	53,000
Area Median Income	Lower Income	45,000	51,400	57,850	**64,250**	69,400	74,550	79,700	84,850
75,900	Median Income	53,150	60,700	68,300	**75,900**	81,950	88,050	94,100	100,200
	Moderate Income	63,750	72,900	82,000	**91,100**	98,400	105,700	112,950	120,250
San Francisco County	Extremely Low	23,350	26,650	30,000	**33,300**	36,000	38,650	41,300	44,000
4-Person	Very Low Income	38,850	44,400	49,950	**55,500**	59,950	64,400	68,850	73,300
Area Median Income	Lower Income	62,200	71,050	79,950	**88,800**	95,950	103,050	110,150	117,250
103,000	Median Income	72,100	82,400	92,700	**103,000**	111,250	119,500	127,700	135,950
	Moderate Income	86,500	98,900	111,250	**123,600**	133,500	143,400	153,250	163,150
San Joaquin County	Extremely Low	13,950	15,950	17,950	**19,900**	21,500	23,100	24,700	26,300
4-Person	Very Low Income	23,250	26,550	29,850	**33,150**	35,850	38,500	41,150	43,800
Area Median Income	Lower Income	37,150	42,450	47,750	**53,050**	57,300	61,550	65,800	70,050
66,300	Median Income	46,400	53,050	59,650	**66,300**	71,600	76,900	82,200	87,500
	Moderate Income	55,700	63,650	71,600	**79,550**	85,900	92,300	98,650	105,000
San Luis Obispo County	Extremely Low	15,850	18,100	20,350	**22,600**	24,450	26,250	28,050	29,850
4-Person	Very Low Income	26,400	30,200	33,950	**37,700**	40,750	43,750	46,750	49,800
Area Median Income	Lower Income	42,250	48,250	54,300	**60,300**	65,150	69,950	74,800	79,600
75,400	Median Income	52,800	60,300	67,850	**75,400**	81,450	87,450	93,500	99,550
	Moderate Income	63,350	72,400	81,450	**90,500**	97,750	105,000	112,200	119,450

See instructions on last page to use these income limits to determine applicant eligibility and calculate affordable housing cost and rent

Exhibit C
Residential Informational Brochure

Relocation Assistance Informational Statement for Families and Individuals

(CA State)

Displacing Agency:
City of Moreno Valley

Project Name:
Nason Street Widening Project

Displacing Agency Representative:

Overland, Pacific & Cutler, Inc.
2280 Market St., Suite 200
Riverside, CA 92501-2117
Phone: (951) 683-2353

Informational Statement Content:

1. General Information
2. Assistance In Locating A Replacement Dwelling
3. Moving Benefits
4. Replacement Housing Payment - Tenants And Certain Others
5. Section 8 Tenants
6. Replacement Housing Payment – Homeowners
7. Qualification For And Filing Of Relocation Claims
8. Last Resort Housing Assistance
9. Rental Agreement
10. Evictions
11. Appeal Procedures – Grievance
12. Tax Status of Relocation Benefits
13. Non-Discrimination and Fair Housing
14. Additional Information And Assistance Available

Spanish speaking agents are available. Si necesita esta información en español, por favor llame a su agente.

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Informational Statement for Families and Individuals

(CA State)

1. GENERAL INFORMATION

The dwelling in which you now live is in a project area to be improved by, or financed through, the Displacing Agency using state and/or local funds. If and when the project proceeds, and it is necessary for you to move from your dwelling, you may be eligible for certain benefits. You will be notified in a timely manner as to the date by which you must move. Please read this information, as it will be helpful to you in determining your eligibility and the amount of the relocation benefits you may receive under the state law. You will need to provide adequate and timely information to determine your relocation benefits. The information is voluntary, but if you don't provide it, you may not receive the benefits or it may take longer to pay you. We suggest you save this informational statement for reference.

The Displacing Agency has retained the professional firm of **Overland, Pacific & Cutler, Inc. (OPC)** to provide relocation assistance to you. The firm is available to explain the program and benefits. Their address and telephone number is listed on the cover.

PLEASE DO NOT MOVE PREMATURELY. THIS IS NOT A NOTICE TO VACATE YOUR DWELLING. However, if you desire to move sooner than required, you must contact your agent at Overland, Pacific & Cutler, Inc., so you will not jeopardize any benefits. This is a general informational brochure only, and is not intended to give a detailed description of either the law or regulations pertaining to the Displacing Agency's relocation assistance program.

Please continue to pay your rent to your current landlord, otherwise you may be evicted and jeopardize the relocation benefits to which you may be entitled to receive. Once the Displacing Agency acquires the property, you will also be required to pay rent to the Displacing Agency.

2. ASSISTANCE IN LOCATING A REPLACEMENT DWELLING

The Displacing Agency, through its representatives, will assist you in locating a comparable replacement dwelling by providing referrals to appropriate and available housing units. You are encouraged to actively seek such housing yourself.

When a suitable replacement dwelling unit has been found, your relocation agent will carry out an inspection and advise you as to whether the dwelling unit meets decent, safe and sanitary housing requirements. A decent, safe and sanitary housing unit provides adequate space for its occupants, proper weatherproofing and sound heating, electrical and plumbing systems. Your new dwelling must pass inspection before relocation assistance payments can be authorized.

3. MOVING BENEFITS

If you must move as a result of displacement by the Displacing Agency, you will receive a payment to assist in moving your personal property. The actual, reasonable and necessary expenses for moving your household belongings may be determined based on the following methods:

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- A Fixed Moving Payment based on the number of rooms you occupy (see below); **or**
- A payment for your Actual Reasonable Moving and Related Expenses based on at least two written estimates and receipted bills; **or**
- A combination of both (in some cases).

For example, you may choose a Self-Move, receiving a payment based on the Fixed Residential Moving Cost Schedule shown below, plus contract with a professional mover to transport your grand piano and /or other items that require special handling. In this case, there may be an adjustment in the number of rooms which qualify under the Fixed Residential Moving Cost Schedule.

A. **Fixed Moving Payment (Self-Move)**

A Fixed Moving Payment is based upon the number of rooms you occupy and whether or not you own your own furniture. The payment is based upon a schedule approved by the Displacing Agency, and ranges, for example, from $450.00 for one furnished room to $2,365.00 for eight rooms in an unfurnished dwelling. (For details see the table). Your relocation agent will inform you of the amount you are eligible to receive, if you choose this type of payment.

If you select a fixed payment, you will be responsible for arranging for your own move, and the Displacing Agency will assume no liability for any loss or damage of your personal property. A fixed payment also includes utility hook-ups and other related moving fees.

Fixed Moving Schedule CALIFORNIA (Effective 2012)	
Occupant Owns Furniture:	
1 room	$685
2 rooms	$880
3 rooms	$1,100
4 rooms	$1,295
5 rooms	$1,570
6 rooms	$1,815
7 rooms	$2,090
8 rooms	$2,365
Each additional room	$250
Occupant does NOT Own Furniture:	
1 room	$450
Each additional room	$85

B. **Actual Moving Expense (Professional Move)**

If you wish to engage the services of a licensed commercial mover and have the Displacing Agency pay the bill, you may claim the ACTUAL cost of moving your personal property up to 50 miles. Your relocation agent will inform you of the number of competitive moving bids (if any) which may be required, and assist you in developing a "mover" scope of services for Displacing Agency approval.

4. REPLACEMENT HOUSING PAYMENT - TENANTS AND CERTAIN OTHERS

You may be eligible for a payment of up to $5,250.00 to assist you in renting or purchasing a comparable replacement dwelling. In order to qualify, you must either be a tenant who has occupied the present dwelling for at least 90 days prior to the initiation of negotiations or an owner who has occupied the present dwelling between 90 and 180 days prior to the initiation of negotiations.

A. **Rental Assistance.** If you qualify, and **wish to rent** your replacement dwelling, your maximum rental assistance benefits will be based upon the difference over a forty-two (42) month period between the rent you must pay for a comparable replacement dwelling and the lesser of your current rent and estimated utilities or thirty percent (30%) of your gross monthly household income. You will be required to provide your relocation agent with monthly rent and household income verification prior to the determination of your eligibility for this payment.

- OR -

B. **Down-payment Assistance.** If you qualify, and **wish to purchase** a home as a replacement dwelling, you can apply up to the total amount of your rental assistance payment towards the down-payment and non-recurring incidental expenses. Your relocation agent will clarify procedures necessary to apply for this payment.

Where a tenant is sharing a dwelling with an owner-occupant and paying the owner-occupant rent for the privilege, the tenant shall not be entitled to more than one-half of the rental assistance otherwise payable.

5. SECTION 8 TENANTS

When you do move, you may be eligible to transfer your Section 8 eligibility to a replacement site. In such cases, a comparable replacement dwelling will be determined based on your family composition at the time of displacement and the current housing program criteria. This may not be the size of the unit you currently occupy. Your relocation agent will provide counseling and other advisory services along with moving benefits.

6. REPLACEMENT HOUSING PAYMENT - HOMEOWNERS

A. If you own and occupy a dwelling to be purchased by the Displacing Agency for **at least 180 days** prior to the initiation of negotiations, you may be eligible to receive a payment of up to $22,500.00 to assist you in purchasing a comparable replacement unit. This payment is intended to cover the following items:

1. **Purchase Price Differential** - An amount which, when added to the amount for which the Displacing Agency purchased your property, equals the lesser of the actual cost of your replacement dwelling; **or** the amount determined by the Displacing Agency as necessary to purchase a comparable replacement dwelling. Your relocation agent will explain both methods to you.
2. **Mortgage Interest Differential** - The amount which covers the increased interest costs, if any, required to finance a replacement dwelling. Your relocation agent will explain limiting conditions.
3. **Incidental Expenses** - Those one time incidental costs related to purchasing a replacement unit, such as escrow fees, recording fees, and credit report fees. Recurring expenses such as prepaid taxes and insurance premiums are not compensable.

B. **Rental Assistance Option** - If you are an owner-occupant and choose to rent rather than purchase a replacement dwelling, you may be eligible for a rental assistance payment of up to the amount that you could have received under the Purchase Price Differential, explained above. The payment will be based on the difference between an economic rent of the dwelling you occupy and the rent you must pay for a comparable replacement dwelling.

If you receive a rental assistance payment, as described above, and later decide to purchase a replacement dwelling, you may apply for a payment equal to the amount you would have received if you had initially purchased a comparable replacement dwelling, less the amount you have already received as a rental assistance payment.

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7. QUALIFICATION FOR, AND FILING OF, RELOCATION CLAIMS

To qualify for a Replacement Housing Payment, you must rent or purchase and occupy a comparable replacement unit **within one year from the following**:

- For a tenant, the date you move from the displacement dwelling.
- For an owner-occupant, the latter of:
  a. The date you receive final payment for the displacement dwelling, or, in the case of condemnation, the date the full amount of estimated just compensation is deposited in court,: **or**
  b. The date you move from the displacement dwelling.

All claims for relocation benefits must be filed with the Displacing Agency **within eighteen (18) months** from the date on which you receive final payment for your property, or the date on which you move, whichever is later.

8. LAST RESORT HOUSING ASSISTANCE

If comparable replacement dwellings are not available when you are required to move, or if replacement housing is not available within the monetary limits described above, the Displacing Agency will provide Last Resort Housing assistance to enable you to rent or purchase a replacement dwelling on a timely basis. Last Resort Housing assistance is based on the individual circumstances of the displaced person. Your relocation agent will explain the process for determining whether or not you qualify for Last Resort assistance.

If you are a tenant, and you choose to purchase rather than rent a comparable replacement dwelling, the entire amount of your rental assistance and Last Resort eligibility must be applied toward the down-payment and eligible incidental expenses of the home you intend to purchase.

9. RENTAL AGREEMENT

As a result of the Displacing Agency's action to purchase the property where you live, you may become a tenant of the Displacing Agency. If this occurs, you will be asked to sign a rental agreement which will specify the monthly rent to be paid, when rent payments are due, where they are to be paid and other pertinent information.

10. EVICTIONS

Any person, who occupies the real property and is not in unlawful occupancy, is presumed to be entitled to relocation benefits. Except for the causes of eviction set forth below, no person lawfully occupying property to be purchased by the Agency will be required to move without having been provided with at least 90 days written notice from the Agency. Eviction will be undertaken only in the event of one or more of the following reasons:

- Failure to pay rent; except in those cases where the failure to pay is due to the lessor's failure to keep the premises in habitable condition, is the result of harassment or retaliatory action or is the result of discontinuation or substantial interruption of services;
- Performance of dangerous illegal act in the unit;
- Material breach of the rental agreement and failure to correct breach within the legally prescribed notice period;
- Maintenance of a nuisance and failure to abate within a reasonable time following notice;

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- Refusal to accept one of a reasonable number of offers of replacement dwellings; or
- The eviction is required by State or local law and cannot be prevented by reasonable efforts on the part of the public entity.

11. APPEAL PROCEDURES - GRIEVANCE

Any person aggrieved by a determination as to eligibility for, or the amount of, a payment authorized by the Displacing Agency's Relocation Assistance Program may have the appeal application reviewed by the Displacing Agency in accordance with its appeals procedure. Complete details on appeal procedures are available upon request from the Displacing Agency.

12. TAX STATUS OF RELOCATION BENEFITS

California Government Code Section 7269 indicates no relocation payment received shall be considered as income for the purposes of the Personal Income Tax Law, Part 10 (commencing with Section 170 01) of Division 2 of the Revenue and Taxation Code, or the Bank and Corporation Tax law, Part 11 (commencing with Section 23001) of Division 2 of the Revenue and Taxation Code. Furthermore, federal regulations (49 CFR Part 24, Section 24.209) also indicate that no payment received under this part (Part 24) shall be considered as income for the purpose of the Internal Revenue Code of 1954, which has been redesignated as the Internal Revenue Code of 1986. No federal dollars are anticipated for this project. Therefore, federal regulations may not apply and the IRS may consider relocation payments as income. The preceding statement is not tendered as legal advice in regard to tax consequences, and displacees should consult with their own tax advisor or legal counsel to determine the current status of such payments.

(IRS Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting marketing or recommending to another party any matters addressed herein)

13. NON-DISCRIMINATION AND FAIR HOUSING

No person shall on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Displacing Agency's relocation assistance program pursuant to Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, and other applicable state and federal anti-discrimination and fair housing laws. You may file a complaint if you believe you have been subjected to discrimination. For details contact the Displacing Agency.

14. ADDITIONAL INFORMATION AND ASSISTANCE AVAILABLE

Those responsible for providing you with relocation assistance hope to assist you in every way possible to minimize the hardships involved in relocating to a new home. Your cooperation will be helpful and greatly appreciated. If you have any questions at any time during the process, please do not hesitate to contact your relocation agent at Overland, Pacific & Cutler.

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Exhibit D
Public Comments And Response

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: August 27, 2013

TITLE: RIGHT OF WAY EASEMENTS (APNS 487-470-023 AND 487-470-026) AND DRAINAGE EASEMENT (APN 487-470-023) FOR THE NASON STREET FROM CACTUS AVENUE TO FIR AVENUE STREET IMPROVEMENT PROJECT
PROJECT NO. 801 0001 70 77

RECOMMENDED ACTION

Recommendations:

1. Adopt Resolution No. 2013-69 granting a roadway easement on City owned parcels fronting the west side of Nason Street between Alessandro Boulevard and Cottonwood Avenue known as Assessor Parcel Numbers 487-470-023 and 487-470-026.

2. Authorize the granting of roadway easements for the City owned parcels known as Assessor Parcel Numbers 487-470-023 and 487-470-026.

3. Direct the City Clerk to forward the Resolution to the Mayor for execution and the roadway Easement Deeds to the Public Works Director/City Engineer for execution and to forward the documents to the County Recorder's office for recordation for Assessor Parcel Numbers 487-470-023 and 487-470-026.

4. Adopt Resolution No. 2013-70 granting a drainage easement on a City owned parcel on the northwest corner of Alessandro Boulevard and Nason Street known as Assessor Parcel Number 487-470-023.

5. Authorize the granting of a drainage easement for the City owned parcel known as Assessor Parcel Number 487-470-023.

6. Direct the City Clerk to forward the Resolution for Assessor Parcel Number 487-470-023 to the Mayor for execution and the Drainage Easement to the Public Works Director/City Engineer for execution and to forward the documents to the County Recorder's office for recordation for Assessor Parcel Number 487-470-023.

BACKGROUND

The Nason Street Improvement Project proposes to construct improvements along Nason Street from Cactus Avenue to Fir Avenue for a 4-Lane Divided Arterial Augmented Parkway with 120-foot right of way and 86-foot roadway width. The improvements will include curb and gutter, sidewalk, street lights, drainage facilities, and undergrounding of overhead utilities. Traffic signal modifications will be constructed at intersections with existing traffic signs and a new traffic signal at Medical Center Drive will also be completed.

On November 27, 2012, the environmental document, a Mitigated Negative Declaration (MND), was approved by City Council. On December 4, 2012, the Notice of Determination for the MND was filed with the Riverside County Clerk. The project is currently in the design and right of way phases.

DISCUSSION

In order to construct the proposed Nason Street Widening improvements, right of way is required from Assessor Parcel Numbers (APNs) 487-470-023 and 487-470-026, which are owned by the City of Moreno Valley. The two parcels are located on the west side of Nason Street between Alessandro Boulevard and Cottonwood Avenue. The appropriate manner for the City to grant any easements to itself is by both resolution and easement deeds. Once the Mayor executes the resolution and the easement deeds are executed by the Public Works Director/City Engineer, the documents will be recorded with the County Recorder to memorialize the roadway easements.

A drainage easement is also required from APN 487-470-026, which, as stated earlier, is owned by the City of Moreno Valley. The proposed drainage easement is located on the northwest corner of Nason Street and Alessandro Boulevard. Similarly, a resolution and drainage easement is recommended for the City to grant the easement to itself. As such, once the Mayor executes the resolution and the easement deed is executed by the Public Works Director/City Engineer, the documents will be recorded with the County Recorder to memorialize the drainage easement.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this Staff Report. *This alternative will allow the City to acquire right of way needed for construction of this essential project.*

2. Do not approve and authorize the recommended actions as presented in this Staff Report. *This alternative will not allow the City to acquire right of way needed for construction of this essential project, thereby potentially causing the City to pay for the right of way in the future should the property be sold prior to the construction of the improvements.*

FISCAL IMPACT

Because the City owns the property from which it requires the subject easements, there is no acquisition cost associated with the recommended actions. The design and construction of the project is funded with the proceeds from the California Communities Gas Tax Revenue Certificates of Participation (COPS), Series 2011B (TRIP – Total Road Improvement Program) in the amount of $15 Million (overall project budget). These funds have been allocated for the Nason Street from Cactus Avenue to Fir Avenue Street Improvement project and cannot be utilized for operational activities. There is no fiscal impact to the City's General Fund.

ESTIMATED PROJECT COSTS:

Remaining Design and Design Management Costs	$550,000
Right of Way	$1,450,000
Utility Relocation Costs (including SCE Engineering Deposit)*	$2,300,000
Construction and Construction Management Costs	$10,000,000
Total Estimated Project Costs	$14,300,000

*An additional $850,000 of separate SCE Rule 20A funds is also estimated for Utility Relocation

CITY COUNCIL GOALS

Public Safety:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

Public Facilities and Capital Projects:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

Positive Environment:
Create a positive environment for the development of Moreno Valley's future.

ATTACHMENTS

Attachment 1: Location Map – Roadway and Drainage Easements
Attachment 2: Proposed Resolution – Roadway Easements
Attachment 3: Easement Deed - Roadway Easement (APN 487-470-023)
Attachment 4: Easement Deed - Roadway Easement (APN 487-470-026)
Attachment 5: Proposed Resolution – Drainage Easement
Attachment 6: Drainage Easement - (APN 487-470-023)

Prepared By:
Lorenz R. Gonzales
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

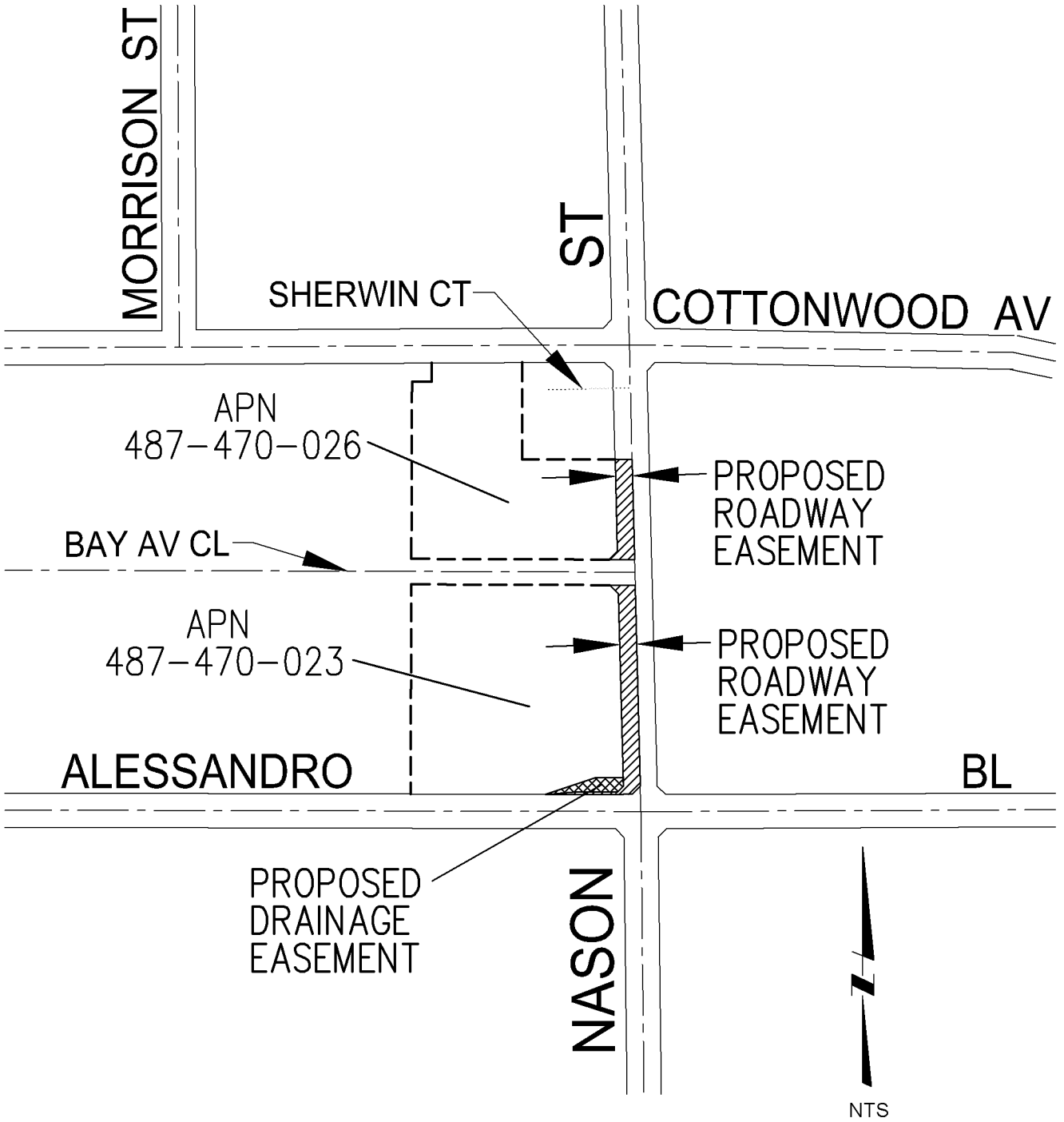

LOCATION MAP

Public Works Department Capital Projects Division	NASON STREET FROM CACTUS AVENUE TO FIR AVENUE STREET IMPROVEMENT PROJECT ROADWAY AND DRAINAGE EASEMENTS PROJECT NUMBER 801 0001 70 77
Scale: None	
ATTACHMENT 1	

RESOLUTION NO. 2013-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, GRANTING A PUBLIC ROADWAY EASEMENT ON CITY OWNED PARCELS FRONTING THE WEST SIDE OF NASON STREET BETWEEN ALESSANDRO BOULEVARD AND COTTONWOOD AVENUE

WHEREAS, the City of Moreno Valley owns two vacant land parcels identified as APNs 487-470-023 AND 487-470-026 fronting the west side of Nason Street between Alessandro Boulevard and Cottonwood Avenue; and

WHEREAS, these parcels may be developed in the future; and

WHEREAS, the City of Moreno Valley wishes to grant easement right of way for public highway purposes, including public utilities, private utilities permitted by the City, and public service facilities over, under, upon, across and within the real property, for future public use, which dedication is specifically described as:

Parcel One (APN 487-470-023): as described in the legal description marked Exhibit A and depicted on the plat map marked Exhibit B attached to the Resolution and incorporated herein by this reference; and

Parcel Two (APN 487-470-026): as described in the legal description marked Exhibit C and depicted on the plat map marked Exhibit D attached to the Resolution and incorporated herein by this reference; and

WHEREAS, the City of Moreno Valley City Council considers this grant of easement to be in the best interest of the City of Moreno Valley and of the public.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The grant of easement as described above and depicted on Exhibits A through D attached to this Resolution are hereby approved.

2. The Mayor and City Clerk are hereby authorized to and directed to execute the Resolution and the Public Works Director/City Engineer is hereby authorized to and directed to execute the associated Easements Deeds on behalf of the City and record all such documents with the County Recorder.

3. This Resolution shall become effective immediately upon adoption.

APPROVED AND ADOPTED this 27th day of August, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00212117

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-69 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 27th day of August, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

EXHIBIT A

Legal Description

POR. APN 487-470-023

IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BEING THAT PORTION OF LOTS 1 AND 8 IN BLOCK 104 OF MAP NO. 1 BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY AS FILED IN MAP BOOK 11, PAGE 10 THEREOF IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY CALIFORNIA DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1;

THENCE SOUTH 00°25'47" WEST ALONG THE EAST LINES OF SAID LOTS 1 AND 8, A DISTANCE OF 1123.96 FEET TO THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL CONVEYED TO THE COUNTY OF RIVERSIDE BY DOCUMENT RECORDED APRIL 20, 1976 AS INSTRUMENT NO. 1976-52387, OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY;

THENCE SOUTH 20°59'02" WEST, ALONG SAID NORTHWEST LINE A DISTANCE OF 102.52 FEET TO THE SOUTH LINE OF SAID LOT 8;

THENCE NORTH 89°33'53" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 459.03 FEET;

THENCE LEAVING SAID SOUTH LINE, NORTH 84°43'29" EAST A DISTANCE OF 140.70 FEET TO A LINE THAT IS PARALLEL AND 14.00 FEET NORTH AS MEASURED AT RIGHT ANGLES FROM SAID SOUTH LINE;

THENCE SOUTH 89°33'53" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 271.02 FEET;

THENCE NORTH 38°28'49" EAST A DISTANCE OF 29.21 FEET TO A LINE THAT IS PARALLEL AND 66.00 FEET WEST AS MEASURED AT RIGHT ANGLES FROM SAID EAST LINE OF LOT 8;

THENCE NORTH 00°25'47" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 281.51 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 517.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°54'58" AN ARC DISTANCE OF 53.38 FEET;

THENCE NORTH 06°20'45" EAST 35.75 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1983.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°54'58" AN ARC DISTANCE OF 204.76 FEET TO A LINE THAT IS PARALLEL AND 49.00 FEET WEST AS MEASURED AT RIGHT ANGLES FROM SAID EAST LINE OF LOT 1;

THENCE NORTH 00°25'47" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 186.30 FEET;

THENCE NORTH 00°08'35" WEST 300.01 FEET TO A LINE THAT IS PARALLEL AND 52.00 FEET WEST AS MEASURED AT RIGHT ANGLES FROM SAID EAST LINE OF LOT 1;

THENCE NORTH 00°25'47" EAST ALONG SAID PARALLEL LINE A DISTANCE OF104.91 FEET;

THENCE NORTH 46°12'25" WEST A DISTANCE OF 24.76 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1, SAID POINT BEING 70.00 FEET WEST ALONG SAID NORTH LINE FROM SAID NORTHEAST CORNER OF LOT 1;

THENCE SOUTH 89°33'43" EAST ALONG SAID NORTH LINE OF LOT 1 A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING;

AREA = 71,684 SF OR 1.646 ACRES

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYORS ACT.

MARK S. BROWN, L.S. 5655	2/4/2013 DATE	J.M PREP

LICENSED LAND SURVEYOR
MARK S. BROWN
L.S. #5655
STATE OF CALIFORNIA

Plat Map

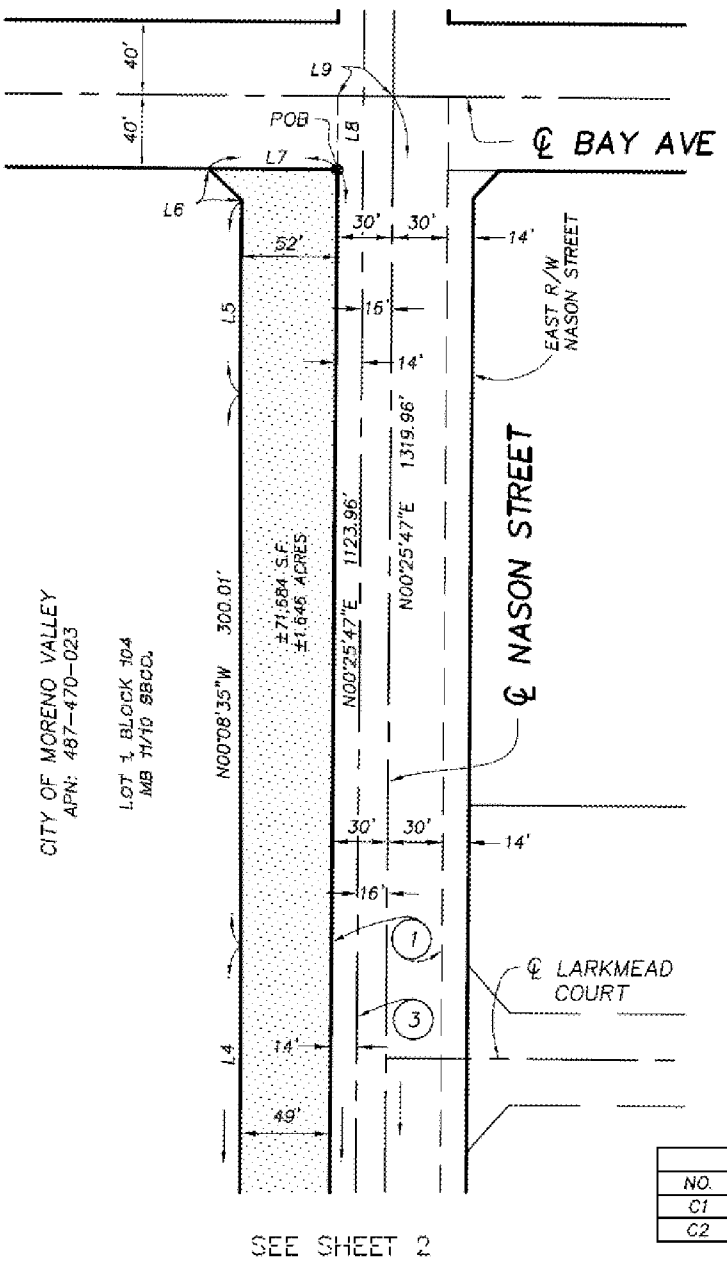

SEE SHEET 2

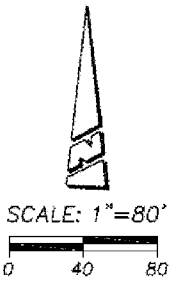

AREA DEDICATED AS PUBLIC STREET HEREON.

1. R/W NASON STREET PER MB 11/10 MAPS, SBCO.
2. ANCHOR EASEMENT PER INST NO. 1976-52387
3. ℄ IMPROVEMENTS PER RSB 113/28-29, RIV. CO.
4. R/W ALESSANDRO BLVD. PER MB 11/10 MAPS, SBCO.

LINE TABLE		
NO.	BEARING	LENGTH
L1	N20°59'02"E	102.52'
L2	N38°28'49"E	29.21'
L3	N06°20'45"E	35.75'
L4	N00°25'47"E	186.30'
L5	N00°25'47"E	104.91'
L6	N46°12'25"W	24.76'
L7	N89°33'43"W	70.00'
L8	N00°26'17"E	40.00'
L9	N89°33'43"W	29.99'
L10	N00°26'07"E	60.00'
L11	N89°33'53"W	66.00'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	517.00'	05°54'58"	53.38'
C2	1983.00'	05°54'58"	204.76'

PROACTIVE ENGINEERING CONSULTANTS

CITY OF MORENO VALLEY

EXHIBIT "B" – PUBLIC STREET DEDICATION
NASON STREET

Z:\06.170.000_MV_NASON STREET\SURVEY\DRAWINGS\RW_CITY_MV-TAKE_EXHIBIT-B.DWG | DATE: 2/4/13 | J.N. 06.170.000 | SHEET 1 OF 3

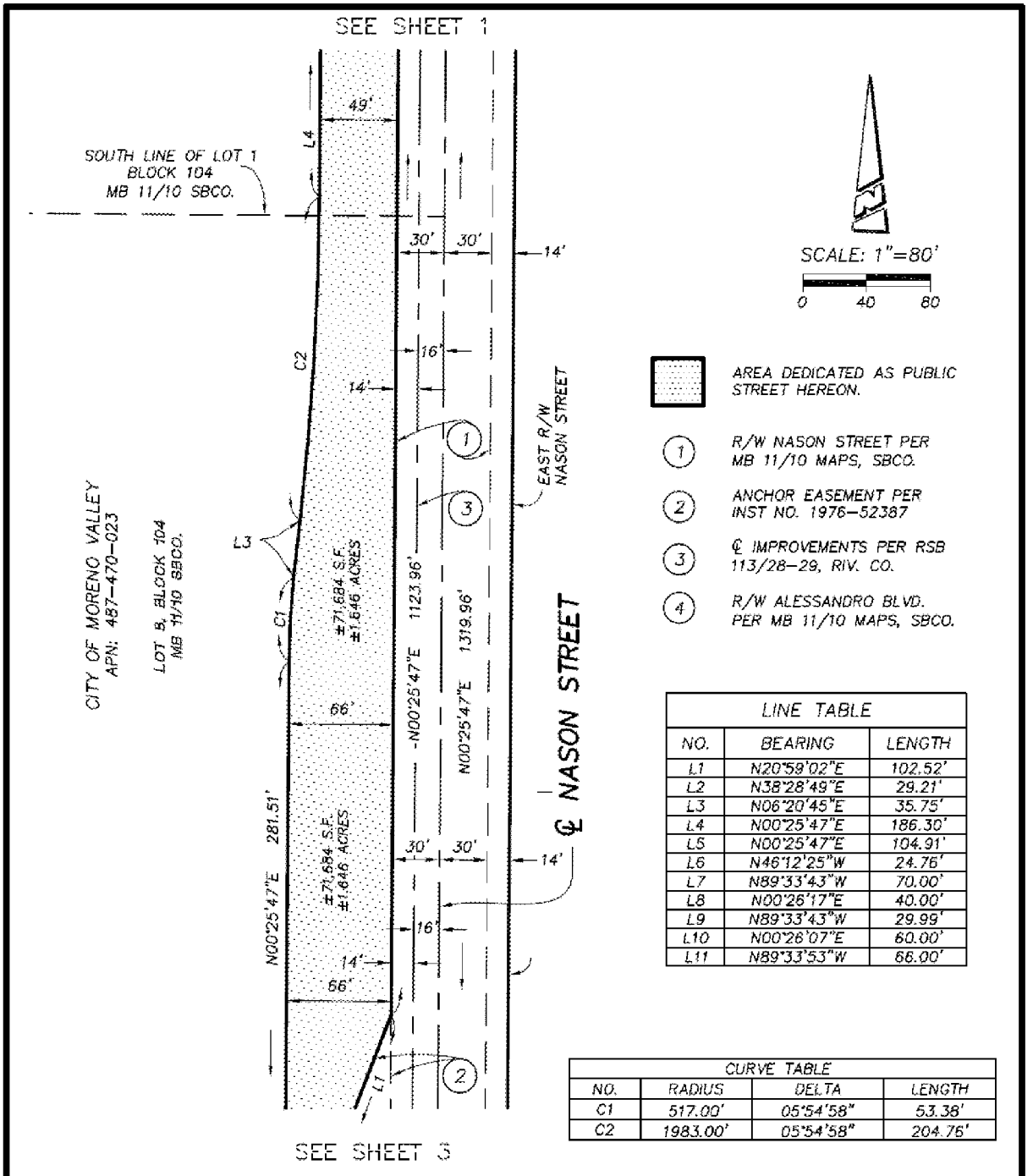

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L8	N00°26'17"E	40.00'
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PROACTIVE ENGINEERING CONSULTANTS

CITY OF MORENO VALLEY

EXHIBIT "B" – PUBLIC STREET DEDICATION
NASON STREET

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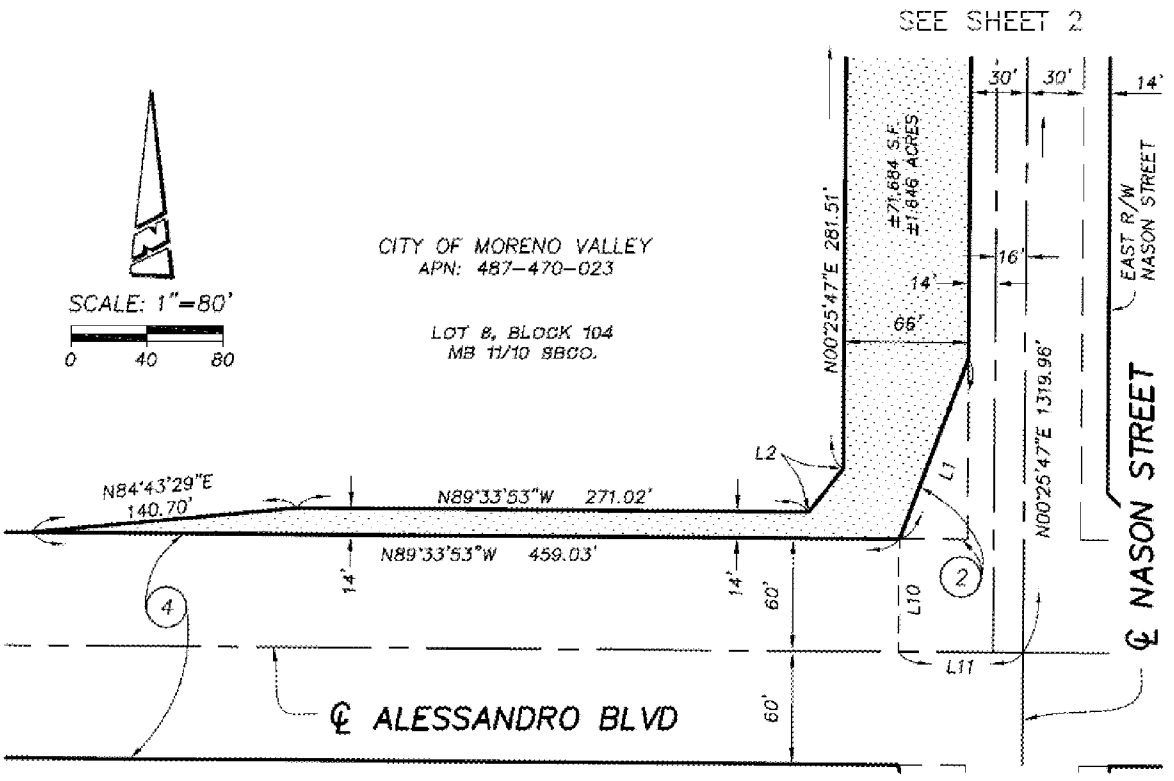

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L8	N00°26'17"E	40.00'
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L10	N00°26'07"E	60.00'
L11	N89°33'53"W	66.00'

AREA DEDICATED AS PUBLIC STREET HEREON.

1 R/W NASON STREET PER MB 11/10 MAPS, SBCO.

2 ANCHOR EASEMENT PER INST NO. 1976-52387

3 ℄ IMPROVEMENTS PER RSB 113/28-29, RIV. CO.

4 R/W ALESSANDRO BLVD. PER MB 11/10 MAPS, SBCO.

LICENSED LAND SURVEYOR
MARK S. BROWN
L.S. 5655
STATE OF CALIFORNIA

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	517.00'	05°54'58"	53.38'
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MARK S. BROWN L.S. 5655
LICENSE EXPIRES 9/30/13

PROACTIVE ENGINEERING CONSULTANTS

CITY OF MORENO VALLEY

EXHIBIT "B" – PUBLIC STREET DEDICATION
NASON STREET

Z:\06.170.000_MV_NASON STREET\SURVEY\DRAWINGS\RW_CITY_MV-TAKE_EXHIBIT-B.DWG | DATE: 2/4/13 | J.N. 06.170.000 | SHEET 3 OF 3

EXHIBIT C

Legal Description

POR. APN 487-470-026

IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BEING THAT PORTION OF LOT 8 IN BLOCK 93 OF MAP NO. 1 BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY AS FILED IN MAP BOOK 11, PAGE 10 THEREOF IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY CALIFORNIA DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 8;

THENCE SOUTH 00°25'47" WEST, ALONG THE EASTERLY LINE OF SAID LOT 8, A DISTANCE OF 619.98 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE, ALONG THE SOUTHERLY LINE OF SAID LOT 8, NORTH 89°33'43" WEST, A DISTANCE OF 70.00 FEET;

THENCE NORTH 47°03'59" EAST, A DISTANCE OF 24.76 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 52.00 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF SAID LOT 8;

THENCE, ALONG SAID PARALLEL LINE, NORTH 00°25'47" EAST, A DISTANCE OF 602.97 FEET TO THE NORTHERLY LINE OF SAID LOT 8;

THENCE, ALONG SAID NORTHERLY LINE, SOUTH 89°33'40" EAST, A DISTANCE OF 52.00 FEET TO THE POINT OF BEGINNING.

AREA = 32,392 SF OR 0.744 ACRES

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYORS ACT.

MARK S. BROWN, L.S. 5655
LICENSE EXPIRES 9/30/13

2/4/2013 DATE

J.M. PREP

LICENSED LAND SURVEYOR
MARK S. BROWN
L.S. #5655
STATE OF CALIFORNIA

Plat Map

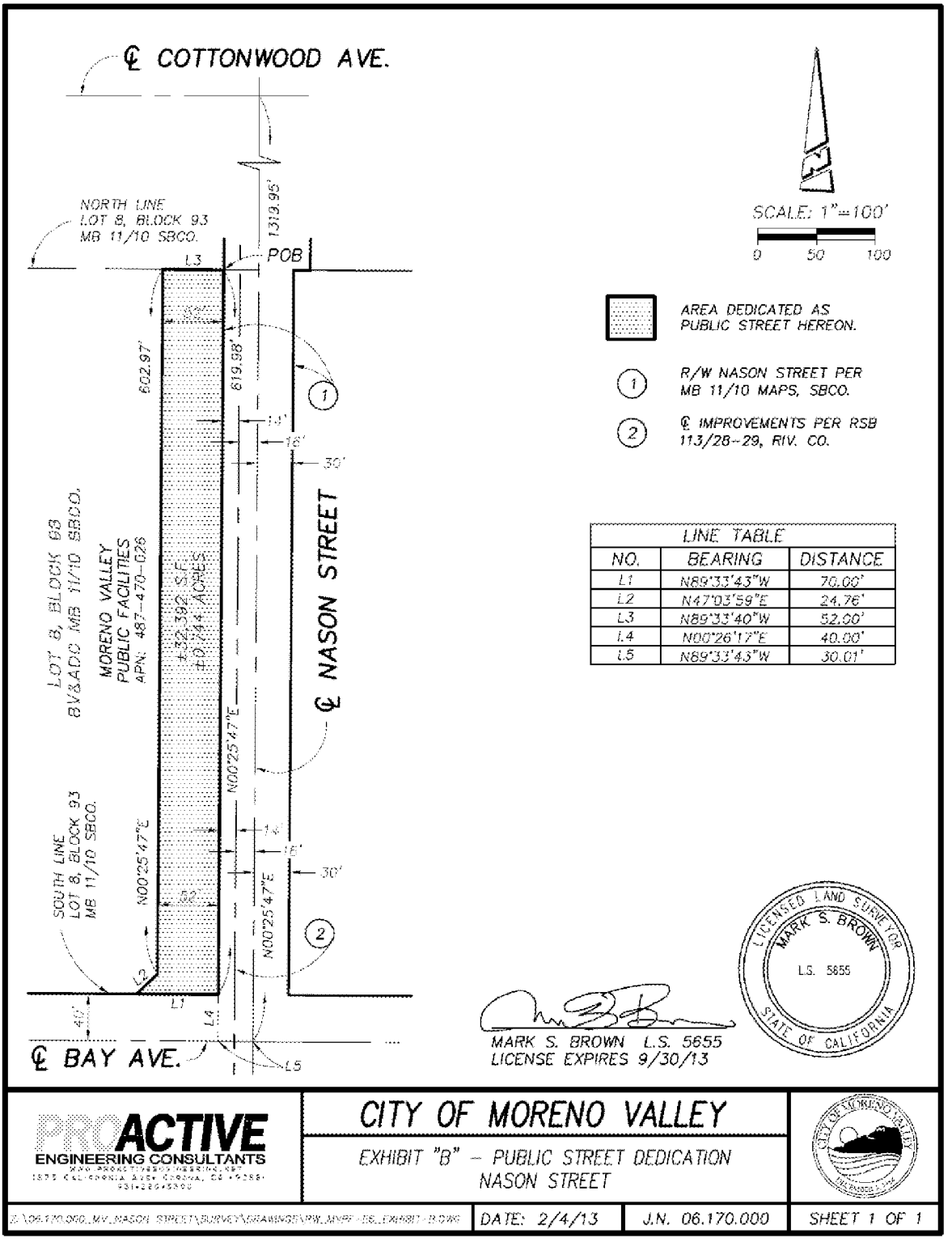

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N89°33'43"W	70.00'
L2	N47°03'59"E	24.76'
L3	N89°33'40"W	52.00'
L4	N00°26'17"E	40.00'
L5	N89°33'43"W	30.01'

PROACTIVE ENGINEERING CONSULTANTS

CITY OF MORENO VALLEY

EXHIBIT "B" – PUBLIC STREET DEDICATION
NASON STREET

S:\06.170.000_MV_NASON STREET\SURVEY\DRAWINGS\PW_MVPF-06_EXHIBIT-B.DWG	DATE: 2/4/13	J.N. 06.170.000	SHEET 1 OF 1

ATTACHMENT 3

Recording requested by and when
recorded, mail to:
City Clerk
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

Exempt from Recording Fee
Govt. Code Sec. 6103
City of Moreno Valley

A.P.N 487-470-023

(Space above this line for Recorder's use)

DOCUMENTARY TRANSFER TAX IS NONE.

Public Agency exempt.
Revenue and Taxation Code Section 11922

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the City of Moreno Valley herein called GRANTOR, hereby conveys to the CITY OF MORENO VALLEY herein called City, the right, power, privilege, and perpetual easement and right of way for public highway purposes, including public utilities, private utilities permitted by the City, and public service facilities over, under, upon, across, and within the real property in the City of Moreno Valley, County of Riverside, State of California, described on the attached Exhibit A, and as illustrated on the plat hereto and marked Exhibit B. IN WITNESS WHEREOF, this instrument has been executed this _____ day of _____, 2013.

GRANTOR:

City of Moreno Valley, a municipal corporation

By: _____

STATE OF CALIFORNIA
County of _____
On _____ before me, _____, Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

LEGAL DESCRIPTION

POR. APN 487-470-023

IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BEING THAT PORTION OF LOTS 1 AND 8 IN BLOCK 104 OF MAP NO. 1 BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY AS FILED IN MAP BOOK 11, PAGE 10 THEREOF IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY CALIFORNIA DESCRIBED AS FOLLOWS:

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THENCE SOUTH 20°59'02" WEST, ALONG SAID NORTHWEST LINE A DISTANCE OF 102.52 FEET TO THE SOUTH LINE OF SAID LOT 8;

THENCE NORTH 89°33'53" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 459.03 FEET;

THENCE LEAVING SAID SOUTH LINE, NORTH 84°43'29" EAST A DISTANCE OF 140.70 FEET TO A LINE THAT IS PARALLEL AND 14.00 FEET NORTH AS MEASURED AT RIGHT ANGLES FROM SAID SOUTH LINE;

THENCE SOUTH 89°33'53" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 271.02 FEET;

THENCE NORTH 38°28'49" EAST A DISTANCE OF 29.21 FEET TO A LINE THAT IS PARALLEL AND 66.00 FEET WEST AS MEASURED AT RIGHT ANGLES FROM SAID EAST LINE OF LOT 8;

THENCE NORTH 00°25'47" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 281.51 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 517.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°54'58" AN ARC DISTANCE OF 53.38 FEET;

THENCE NORTH 06°20'45" EAST 35.75 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1983.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°54'58" AN ARC DISTANCE OF 204.76 FEET TO A LINE THAT IS PARALLEL AND 49.00 FEET WEST AS MEASURED AT RIGHT ANGLES FROM SAID EAST LINE OF LOT 1;

THENCE NORTH 00°25'47" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 186.30 FEET;

THENCE NORTH 00°08'35" WEST 300.01 FEET TO A LINE THAT IS PARALLEL AND 52.00 FEET WEST AS MEASURED AT RIGHT ANGLES FROM SAID EAST LINE OF LOT 1;

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THENCE SOUTH 89°33'43" EAST ALONG SAID NORTH LINE OF LOT 1 A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING;

AREA = 71,684 SF OR 1.646 ACRES

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYORS ACT.

MARK S. BROWN, L.S. 5655	2/4/2013 DATE	J.M PREP

LICENSED LAND SURVEYOR
MARK S. BROWN
L.S. #5655
STATE OF CALIFORNIA

MV00212128

EXHIBIT B

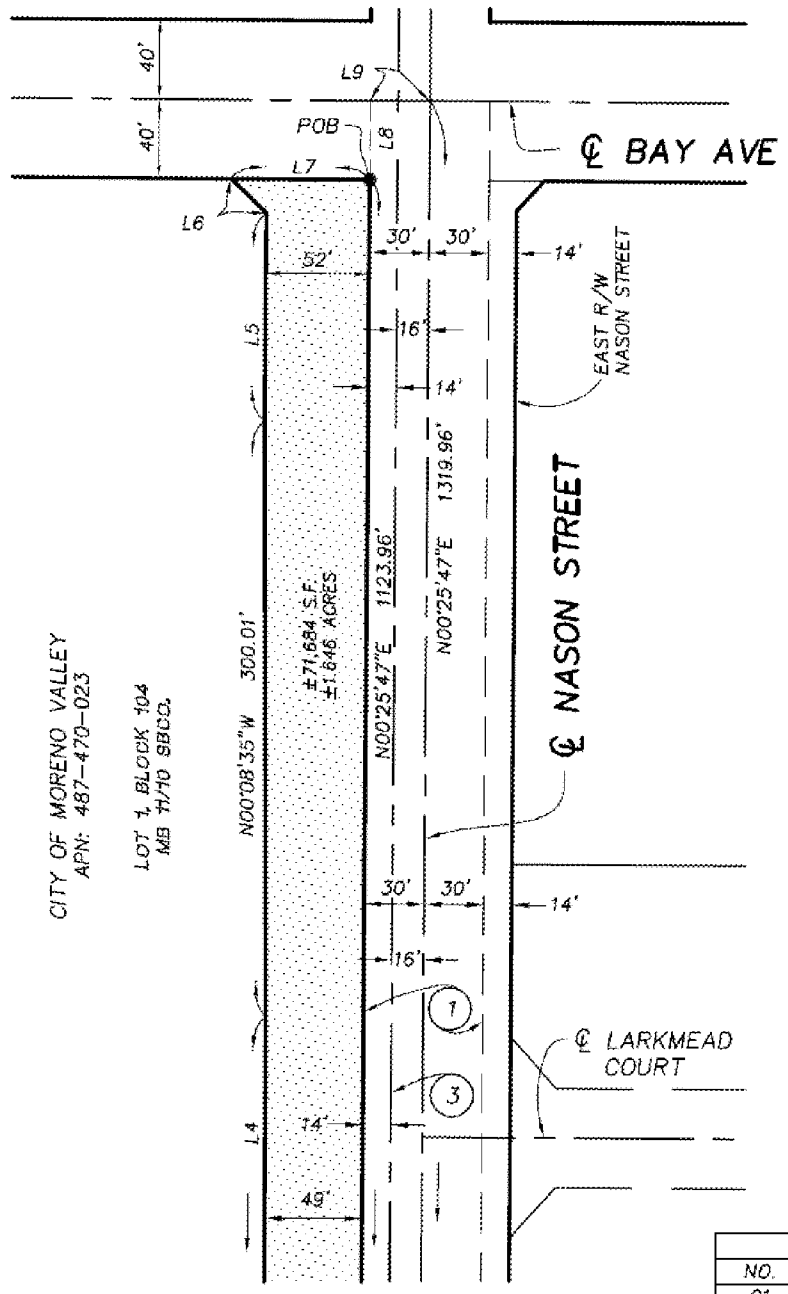

SEE SHEET 2

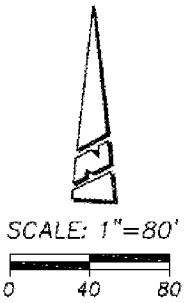

AREA DEDICATED AS PUBLIC STREET HEREON.

1. R/W NASON STREET PER MB 11/10 MAPS, SBCO.
2. ANCHOR EASEMENT PER INST NO. 1976-52387
3. ℄ IMPROVEMENTS PER RSB 113/28-29, RIV. CO.
4. R/W ALESSANDRO BLVD. PER MB 11/10 MAPS, SBCO.

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CURVE TABLE			
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PROACTIVE ENGINEERING CONSULTANTS

CITY OF MORENO VALLEY

EXHIBIT "B" – PUBLIC STREET DEDICATION
NASON STREET

Z:\06.170.000_MV_NASON STREET\SURVEY\DRAWINGS\RW_CITY_MV-TAKE_EXHIBIT-B.DWG	DATE: 2/4/13	J.N. 06.170.000	SHEET 1 OF 3

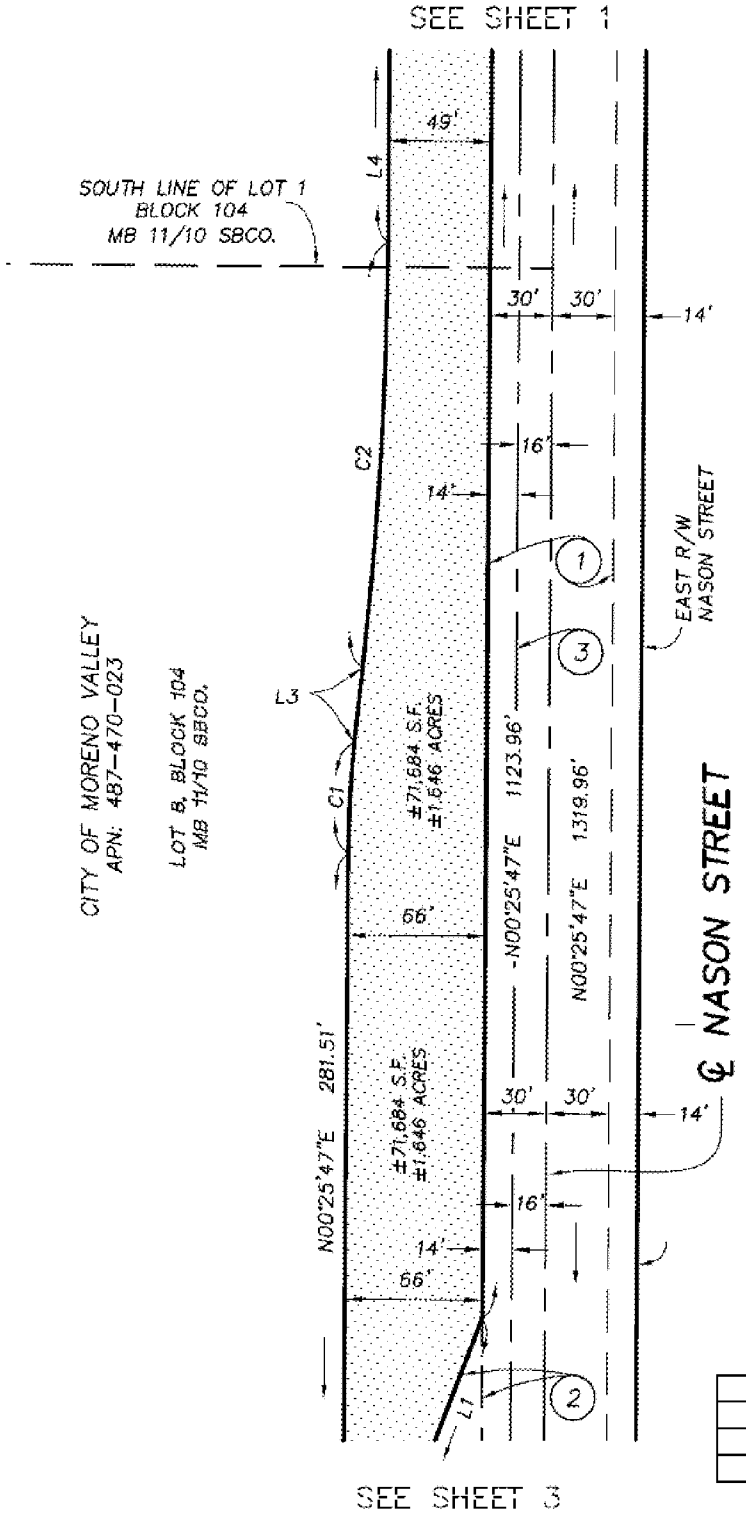

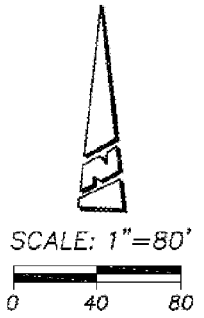

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PROACTIVE ENGINEERING CONSULTANTS

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EXHIBIT "B" – PUBLIC STREET DEDICATION
NASON STREET

Z:\06.170.000_MV_NASON STREET\SURVEY\DRAWINGS\RW_CITY_MV-TAKE_EXHIBIT-B.DWG	DATE: 2/4/13	J.N. 06.170.000	SHEET 2 OF 3

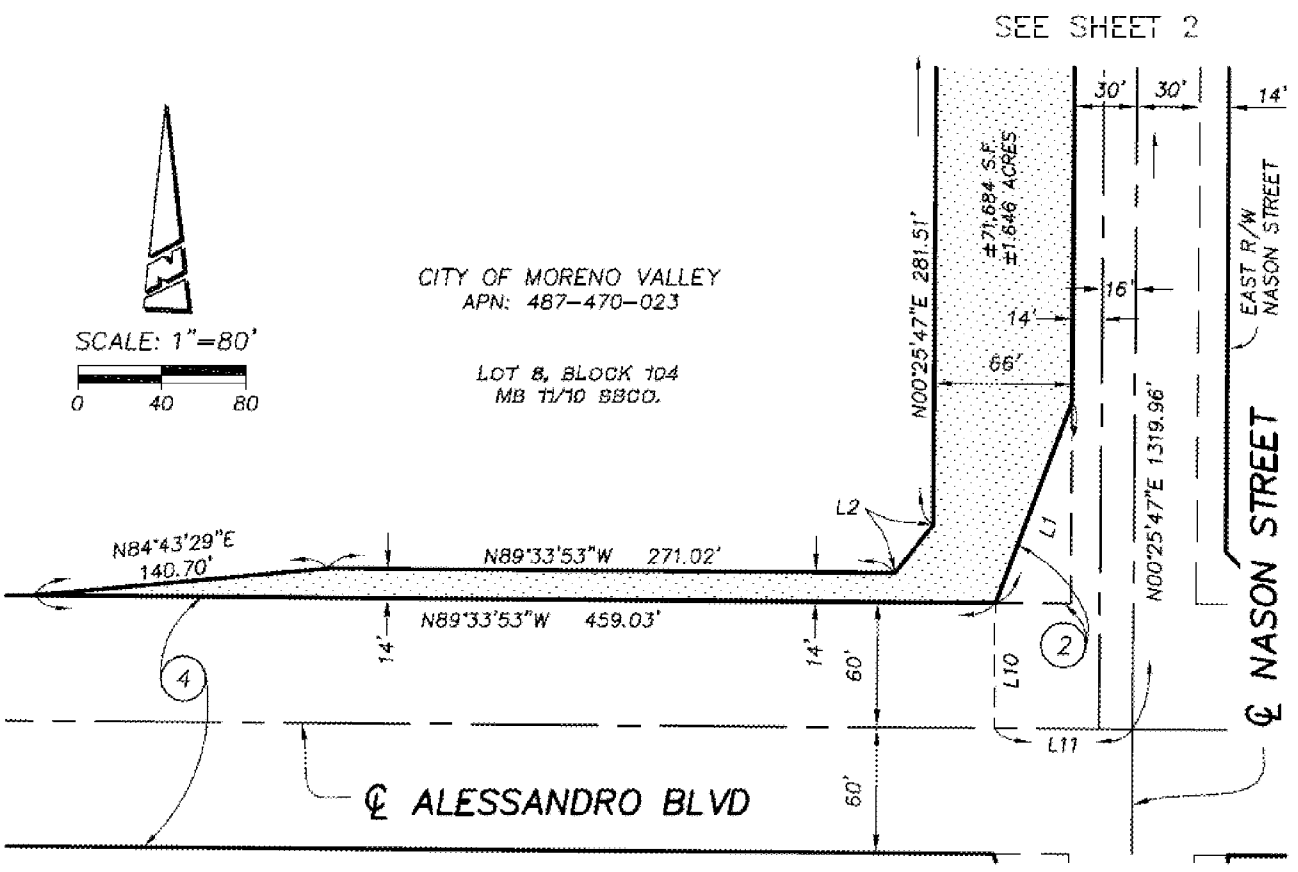

LINE TABLE		
NO.	BEARING	LENGTH
L1	N20°59'02"E	102.52'
L2	N38°28'49"E	29.21'
L3	N06°20'45"E	35.75'
L4	N00°25'47"E	186.30'
L5	N00°25'47"E	104.91'
L6	N46°12'25"W	24.76'
L7	N89°33'43"W	70.00'
L8	N00°26'17"E	40.00'
L9	N89°33'43"W	29.99'
L10	N00°26'07"E	60.00'
L11	N89°33'53"W	66.00'

AREA DEDICATED AS PUBLIC STREET HEREON.

(1) R/W NASON STREET PER MB 11/10 MAPS, SBCO.

(2) ANCHOR EASEMENT PER INST NO. 1976-52387

(3) ℄ IMPROVEMENTS PER RSB 113/28-29, RIV. CO.

(4) R/W ALESSANDRO BLVD. PER MB 11/10 MAPS, SBCO.

LICENSED LAND SURVEYOR
MARK S. BROWN
L.S. 5655
STATE OF CALIFORNIA

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	517.00'	05°54'58"	53.38'
C2	1983.00'	05°54'58"	204.76'

MARK S. BROWN L.S. 5655
LICENSE EXPIRES 9/30/13

PROACTIVE ENGINEERING CONSULTANTS

CITY OF MORENO VALLEY

EXHIBIT "B" – PUBLIC STREET DEDICATION
NASON STREET

Z:\06.170.000_MV_NASON STREET\SURVEY\DRAWINGS\RW_CITY_MV-TAKE_EXHIBIT-B.DWG | DATE: 2/4/13 | J.N. 06.170.000 | SHEET 3 OF 3

ATTACHMENT 4

Recording requested by and when
recorded, mail to:
City Clerk
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

Exempt from Recording Fee
Govt. Code Sec. 6103
City of Moreno Valley

A.P.N 487-470-026

(Space above this line for Recorder's use)

DOCUMENTARY TRANSFER TAX IS NONE.

Public Agency exempt.
Revenue and Taxation Code Section 11922

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the City of Moreno Valley herein called GRANTOR, hereby conveys to the CITY OF MORENO VALLEY herein called City, the right, power, privilege, and perpetual easement and right of way for public highway purposes, including public utilities, private utilities permitted by the City, and public service facilities over, under, upon, across, and within the real property in the City of Moreno Valley, County of Riverside, State of California, described on the attached Exhibit A, and as illustrated on the plat hereto and marked Exhibit B. IN WITNESS WHEREOF, this instrument has been executed this _____ day of _____, 2013.

GRANTOR:

City of Moreno Valley, a municipal corporation

By: _____

STATE OF CALIFORNIA
County of _____
On _____ before me, _____, Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

LEGAL DESCRIPTION

POR. APN 487-470-026

IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BEING THAT PORTION OF LOT 8 IN BLOCK 93 OF MAP NO. 1 BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY AS FILED IN MAP BOOK 11, PAGE 10 THEREOF IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY CALIFORNIA DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 8;

THENCE SOUTH 00°25'47" WEST, ALONG THE EASTERLY LINE OF SAID LOT 8, A DISTANCE OF 619.98 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE, ALONG THE SOUTHERLY LINE OF SAID LOT 8, NORTH 89°33'43" WEST, A DISTANCE OF 70.00 FEET;

THENCE NORTH 47°03'59" EAST, A DISTANCE OF 24.76 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 52.00 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF SAID LOT 8;

THENCE, ALONG SAID PARALLEL LINE, NORTH 00°25'47" EAST, A DISTANCE OF 602.97 FEET TO THE NORTHERLY LINE OF SAID LOT 8;

THENCE, ALONG SAID NORTHERLY LINE, SOUTH 89°33'40" EAST, A DISTANCE OF 52.00 FEET TO THE POINT OF BEGINNING.

AREA = 32,392 SF OR 0.744 ACRES

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYORS ACT.

MARK S. BROWN, L.S. 5655
LICENSE EXPIRES 9/30/13

2/4/2013 — DATE

J.M. — PREP

LICENSED LAND SURVEYOR
MARK S. BROWN
L.S. #5655
STATE OF CALIFORNIA

EXHIBIT B

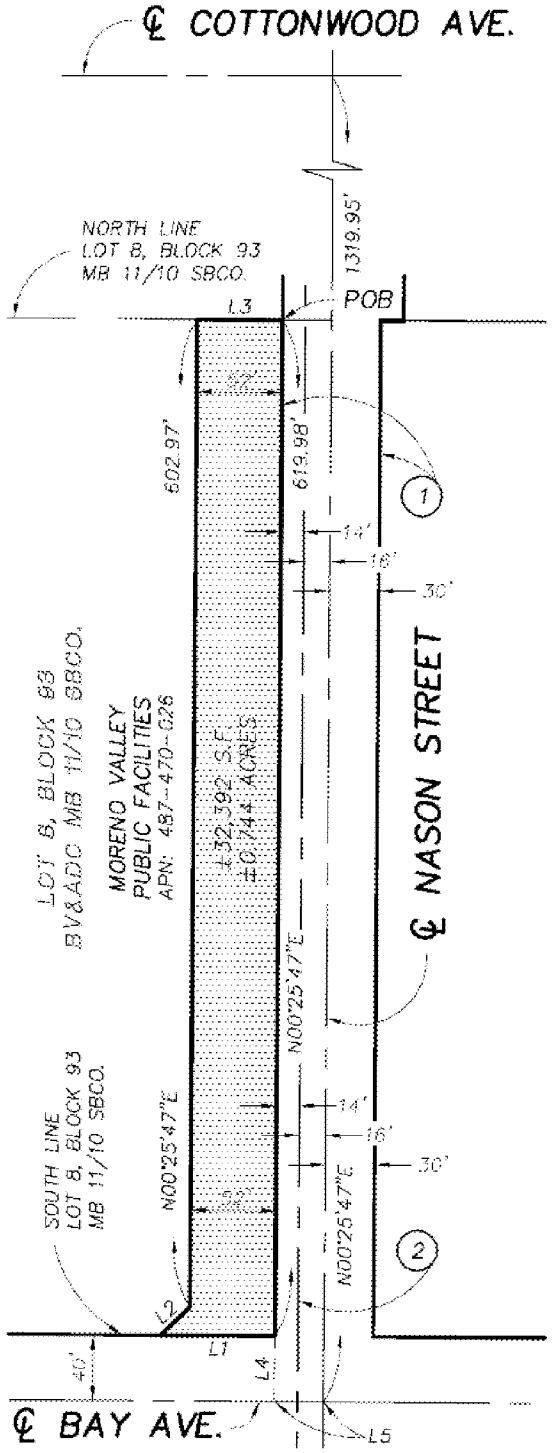

SCALE: 1"=100'

0 50 100

AREA DEDICATED AS PUBLIC STREET HEREON.

(1) R/W NASON STREET PER MB 11/10 MAPS, SBCO.

(2) ℄ IMPROVEMENTS PER RSB 113/28-29, RIV. CO.

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N89°33'43"W	70.00'
L2	N47°03'59"E	24.76'
L3	N89°33'40"W	52.00'
L4	N00°26'17"E	40.00'
L5	N89°33'43"W	30.01'

MARK S. BROWN L.S. 5655
LICENSE EXPIRES 9/30/13

LICENSED LAND SURVEYOR
MARK S. BROWN
L.S. 5655
STATE OF CALIFORNIA

PROACTIVE ENGINEERING CONSULTANTS
WWW.PROACTIVEENGINEERING.NET
1875 CALIFORNIA AVE. CORONA, CA 92881
951.280.1100

CITY OF MORENO VALLEY

EXHIBIT "B" – PUBLIC STREET DEDICATION
NASON STREET

C:\06.170.000_MV_NASON STREET\SURVEY\DRAWINGS\PW_MVPF-06_EXHIBIT-B.DWG	DATE: 2/4/13	J.N. 06.170.000	SHEET 1 OF 1

RESOLUTION NO. 2013-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, GRANTING A DRAINAGE EASEMENT ON A CITY OWNED PARCEL ON THE NORTHWEST CORNER OF ALESSANDRO BOULEVARD AND NASON STREET

WHEREAS, the City of Moreno Valley owns a vacant land parcel identified as APN 487-470-023 on the northwest corner of Alessandro Boulevard and Nason Street; and

WHEREAS, this parcel may be developed in the future; and

WHEREAS, the City of Moreno Valley wishes to grant the drainage easement to operate, maintain, and construct drainage facilities, under, over and across that certain real property, which is specifically described as:

APN 487-470-023: as described in the legal description marked Exhibit A and depicted on the plat map marked Exhibit B attached to the Resolution and incorporated herein by this reference; and

WHEREAS, the City of Moreno Valley City Council considers this grant of drainage easement to be in the best interest of the City of Moreno Valley and of the public.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The grant of drainage easement as described above and depicted on Exhibits A and B attached to this Resolution are hereby approved.

2. The Mayor and City Clerk is hereby authorized to and directed to execute the Resolution and the Public Works Director/City Engineer is hereby authorized to and directed to execute the associated Drainage Easement on behalf of the City and record all such documents with the County Recorder.

3. This Resolution shall become effective immediately upon adoption.

BE IT FURTHER RESOLVED that the City Clerk is authorized and directed to cause this Resolution to be recorded in the Office of the Riverside County Recorder.

APPROVED AND ADOPTED this 27th day of August, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00212136

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-70 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 27th day of August, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

EXHIBIT A

Legal Description

POR. APN 487-470-023

IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BEING THAT PORTION OF LOT 8 IN BLOCK 104 OF MAP NO. 1 BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY AS FILED IN MAP BOOK 11, PAGE 10 THEREOF IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY CALIFORNIA DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 8, DISTANT WESTERLY 495.03 FEET AS MEASURED ALONG SAID LINE FROM THE SOUTHEAST CORNER THEREOF;

THENCE NORTH 89°33'53" WEST ALONG SAID SOUTHERLY LINE OF LOT 8, A DISTANCE OF 40.00 FEET;

THENCE LEAVING SAID SOUTHERLY LINE NORTH 81°08'42" EAST A DISTANCE OF 384.06 FEET TO A LINE THAT IS PARALLEL WITH AND 62.00 FEET NORTHERLY, AS MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF SAID LOT 8;

THENCE SOUTH 89°33'53" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 90.00 FEET TO A LINE THAT IS PARALLEL WITH AND 96.00 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF NASON STREET AS SHOWN ON SAID MAP NO. 1;

THENCE SOUTH 00°25'47" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 25.00 FEET;

THENCE LEAVING SAID PARALLEL LINE SOUTH 38°28'49" WEST A DISTANCE OF 29.21 FEET TO A LINE THAT IS PARALLEL WITH AND 14.00 FEET NORTHERLY, AS MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF SAID LOT 8;

THENCE NORTH 89°33'53" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 271.02 FEET;

THENCE LEAVING SAID PARALLEL LINE SOUTH 84°43'29" WEST A DISTANCE OF 140.70 FEET TO THE POINT OF BEGINNING.

AREA = 12,097 SF OR 0.278 ACRES

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYORS ACT.

MARK S. BROWN, L.S. 5655	6/6/2013	J.W
	DATE	PREP

LICENSED LAND SURVEYOR
MARK S. BROWN
L.S. #5655
STATE OF CALIFORNIA

Page 1 of 1

EXHIBIT B

PLAT MAP

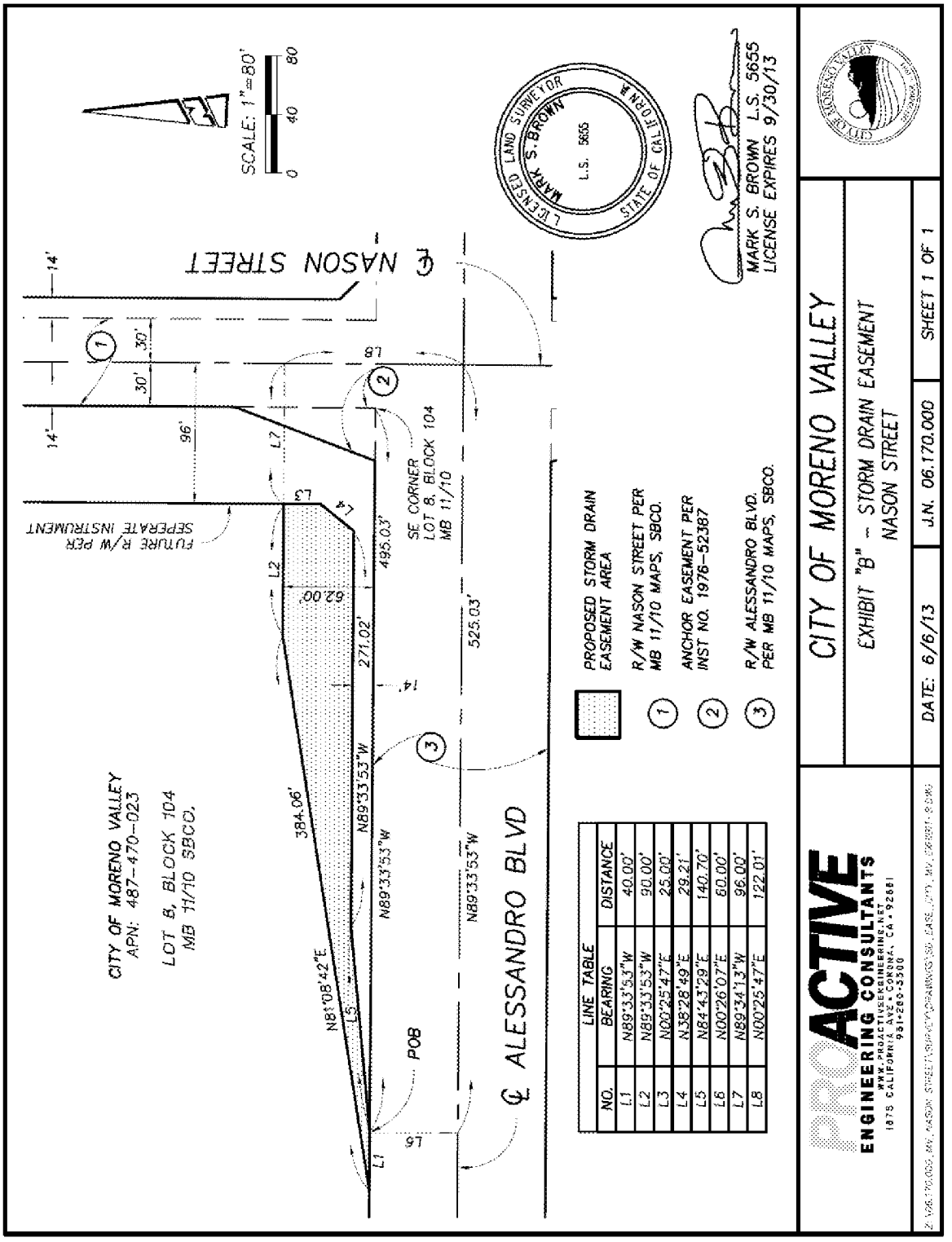

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N89°33'53"W	40.00'
L2	N89°33'53"W	90.00'
L3	N00°25'47"E	25.00'
L4	N38°28'49"E	29.21'
L5	N84°43'29"E	140.70'
L6	N00°26'07"E	60.00'
L7	N89°34'13"W	96.00'
L8	N00°25'47"E	122.01'

Recording requested by and when
recorded, mail to:
City Clerk
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

Exempt from Recording Fee per
Govt. Code Sec. 6103
City of Moreno Valley

A.P.N. 487-470-023

(Space above this line for Recorder's use)

DOCUMENTARY TRANSFER TAX IS NONE.

Public Agency Exempt.
Revenue and Taxation Code Section 11922

DRAINAGE EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, City of Moreno Valley, herein called Grantor, hereby conveys to the CITY OF MORENO VALLEY, herein called City, the right, power, privilege, and easement to operate, maintain, and construct drainage facilities, under, over and across that certain real property located in the City of Moreno Valley, County of Riverside, State of California, which is described on the attached Exhibit "A" and as illustrated on the plat hereto and marked Exhibit "B", provided, however, that no structures for human habitation shall be constructed or maintained on said real property and that no excavation shall be conducted and no landfill placed on said real property except as may be approved, in writing, by an authorized representative of the City, as to the location and method of excavation and/or placement of landfill, as evidenced by the City's approval of a rough grade plan for said real property; reserving, however, to the Grantor, and its successors in interest, all rights and privileges as may be used and enjoyed without interfering with the use of said easement, provided, further, however, that any use of said real property shall be subject to federal and state laws relating to pollution.

STATE OF CALIFORNIA
County of _____
On _____ before me, _____, Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

GRANTOR:

City of Moreno Valley, a municipal corporation

By: _____

EXHIBIT A

LEGAL DESCRIPTION

POR. APN 487-470-023

IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BEING THAT PORTION OF LOT 8 IN BLOCK 104 OF MAP NO. 1 BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY AS FILED IN MAP BOOK 11, PAGE 10 THEREOF IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY CALIFORNIA DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 8, DISTANT WESTERLY 495.03 FEET AS MEASURED ALONG SAID LINE FROM THE SOUTHEAST CORNER THEREOF;

THENCE NORTH 89°33'53" WEST ALONG SAID SOUTHERLY LINE OF LOT 8, A DISTANCE OF 40.00 FEET;

THENCE LEAVING SAID SOUTHERLY LINE NORTH 81°08'42" EAST A DISTANCE OF 384.06 FEET TO A LINE THAT IS PARALLEL WITH AND 62.00 FEET NORTHERLY, AS MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF SAID LOT 8;

THENCE SOUTH 89°33'53" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 90.00 FEET TO A LINE THAT IS PARALLEL WITH AND 96.00 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF NASON STREET AS SHOWN ON SAID MAP NO. 1;

THENCE SOUTH 00°25'47" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 25.00 FEET;

THENCE LEAVING SAID PARALLEL LINE SOUTH 38°28'49" WEST A DISTANCE OF 29.21 FEET TO A LINE THAT IS PARALLEL WITH AND 14.00 FEET NORTHERLY, AS MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF SAID LOT 8;

THENCE NORTH 89°33'53" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 271.02 FEET;

THENCE LEAVING SAID PARALLEL LINE SOUTH 84°43'29" WEST A DISTANCE OF 140.70 FEET TO THE POINT OF BEGINNING.

AREA = 12,097 SF OR 0.278 ACRES

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYORS ACT.

MARK S. BROWN, L.S. 5655	6/6/2013 DATE	J.W PREP

LICENSED LAND SURVEYOR
MARK S. BROWN
L.S #5655
STATE OF CALIFORNIA

EXHIBIT B

PLAT MAP

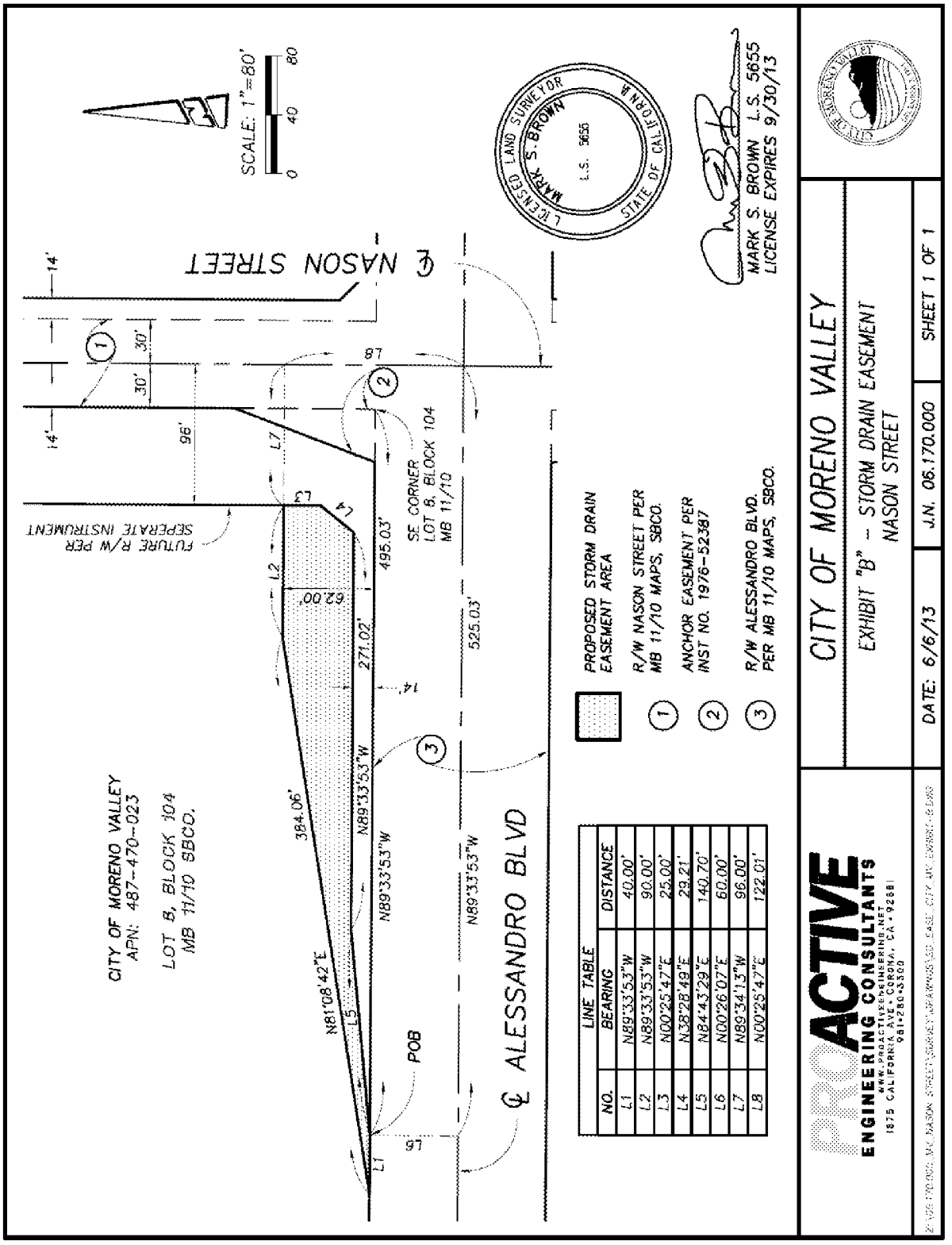

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N89°33'53"W	40.00'
L2	N89°33'53"W	90.00'
L3	N00°26'47"E	25.00'
L4	N38°28'49"E	29.21'
L5	N84°43'29"E	140.70'
L6	N00°26'07"E	60.00'
L7	N89°34'13"W	96.00'
L8	N00°26'47"E	122.01'

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Joel Ontiveros, Chief of Police

AGENDA DATE: August 27, 2013

TITLE: APPROVE BIO-TOX LABORATORIES PURCHASE ORDER FOR $125,000

RECOMMENDED ACTION

Recommendation:

1. Authorize the Moreno Valley Police Department to execute a Purchase Order to Bio-Tox Laboratories, 1965 Chicago Ave. #C, Riverside, CA 92507, for $125,000 (Account No. 1010-60-65-40010-625099)

BACKGROUND

The County of Riverside contracts with Bio-Tox Laboratories for toxicology testing services, to include both blood and urine. This contract details the services provided by Bio-Tox and a fee schedule. The City of Moreno Valley's Police Department has been authorized by the County of Riverside to utilize this contract as its own, which allows us to take advantage of the any negotiated discounts given to the County. Over the last few years, the Moreno Valley Police Department has had a substantial increase in the number of samples sent to Bio-Tox Laboratories for toxicology testing. This increase is partially due to the increased number of grant funded DUI enforcement operations. Additionally, over the past few years, we have had a handful of traffic officers become certified as Drug Recognition Experts (DRE) and most traffic officers have attended the Advanced Roadside Impaired Driving Enforcement (ARIDE) training sponsored by the California Highway Patrol. With deputies trained with these specialized skills, it has allowed for better recognition of drivers appearing to be driving under the influence.

DISCUSSION

Bio-Tox Laboratories collects samples of both blood and urine. A sample sent to Bio-Tox may be tested for multiple drugs and/or alcohol. Each test requested is billed

individually and invoiced on a monthly basis. Bio-Tox has the ability to track the amount of samples received by the Moreno Valley Police Department, which is detailed below, however; this is not an accurate number of tests performed only the number of blood and/or urine samples received. Alcohol tests range from $39-$95/per test and drug tests range from $19-$195/per test, per the contract. The amount of samples sent to Bio-Tox Laboratories from the Moreno Valley Police Department for the past four fiscal years are presented below.

Sample Count: Moreno Valley	FY 09-10	FY 10-11	FY 11-12	FY 12-13
Blood	413	840	964	1374
Urine	172	130	113	118
Total Samples	585	970	1077	1492

We anticipate that the charges for FY13/14 to Bio-Tox Laboratories will be approximately $125,000, due to the increase of samples over the past few years.

ALTERNATIVES

The City Council has the following alternatives:

1) Authorize the Moreno Valley Police Department to execute a purchase order to Bio-Tox Laboratories for $125,000. **Staff recommends this alternative**

2) Not authorize the Moreno Valley Police Department to execute a purchase order to Bio-Tox Laboratories for $125,000. **Staff does not recommend this alternative.**

FISCAL IMPACT

The Moreno Valley Police Department budgeted $125,000 in FY13/14 for the contract with Bio-Tox Laboratories. No appropriation is needed, as this budget was approved and appropriated to Account No. 1010-60-65-40010-625099 during the initial FY13/14 budget process.

CITY COUNCIL GOALS

To provide a safe and secure environment for people and property in the community, and provide protection for citizens who live, work and visit the City of Moreno Valley.

SUMMARY

The City Council is requested to authorize the Moreno Valley Police Department to execute a purchase order to Bio-Tox Laboratories for $125,000.

ATTACHMENTS

Attachment 1: Professional Services Agreement for Toxicology Testing Services between the County of Riverside and Bio-Tox Laboratories

Prepared By:
Brandon Ford
Lieutenant

Department Head Approval:
Joel Ontiveros
Chief of Police

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

PROFESSIONAL SERVICE AGREEMENT

for

TOXICOLOGY TESTING SERVICES

between

COUNTY OF RIVERSIDE

and

BIO-TOX LABORATORIES

APR 2 8 2013 3-56

TABLE OF CONTENTS

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7.	Conduct of Contractor	6
8.	Inspection of Service: Quality Control/Assurance	6
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14.	Non-Discrimination	9
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16.	Confidentiality	9
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18.	Notices	10
19.	Force Majeure	10
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MV00212147

This Agreement, made and entered into this 23 day of April, 2013, by and between Bio-Tox Laboratories, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of 3 pages at the prices stated in Exhibit B, Payment Provisions (4 pages).

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit I. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through April 22, 2014, with the option to renew for four (4) additional years, renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed $510,000.00 annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

MV00212148

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Sheriff Department, Fiscal Department
4080 Lemon Street
Riverside, CA 92502

a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number SHARC-96148-001-3/14; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

MV00212149

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

(a) Stop all work under this Agreement on the date specified in the notice of termination; and

(b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever

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to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the

CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. Independent Contractor

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

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10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to the Riverside County Sheriff's Department, Riverside Police Department and Corona Police

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Department only. It is understood that each entity shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR. COUNTY shall in no way be responsible to CONTRACTOR for Riverside Police Department or Corona Police Department purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall

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promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE	**CONTRACTOR**
Purchasing and Fleet Services	Bio-Tox Laboratories
Attn: James P. Hewett JD/MBA	Attn: Tracey Stangarone
2980 Washington Street	1965 Chicago Ave. #C
Riverside, CA 92504	Riverside, CA 92507

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract

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has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

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21.4 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

21.5 CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

22.2 Workers' Compensation: If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

22.3 Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

22.4 Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than $1,000,000 per occurrence combined single

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limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

22.5 Professional Liability: Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

22.6 General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds $500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or

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reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

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23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

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23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY:

County Administration Center
4080 Lemon St., 4th Floor
Riverside, CA 92501
Board of Supervisors

Signature: John J. Benoit

Print Name: John J. Benoit

Title: Chairman of the Board of Supervisors

Dated: APR 23 2013

CONTRACTOR:

Bio-Tox Laboratories
1965 Chicago Ave. #C
Riverside, CA 92507
Tracey Stangarone

Signature: Dell R Somers for

Print Name: Tracey Stangarone

Title: Business Manager / President

Dated: 3/26/13

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE 3/26/13

ATTEST:
KECIA HARPER-IHEM, Clerk
By: DEPUTY

APR 23 2013 3-50

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EXHIBIT A
SCOPE OF SERVICE

Scope of Services

1.0 Response Time: Contractor will provide an acceptable response time from notification that a specimen is ready for pickup. Preliminary drug screening results should be available within 24 to 48 hours after pick up, followed by confirmation testing of presumptive positive screened results. "Stat" sample testing will be completed in 24 hours or less. Delivery/postmark if mailing of a final report, is to be no longer than (3) three working days (working days are 8:00 am to 5:00 pm, Monday through Friday). Final laboratory reports are to be delivered to the requesting agency. The laboratory shall be appropriately staffed to allow for STAT drug testing when requested by the agency.

2.0 Licenses & Certification:

a. Qualifications of the lab director should include being licensed by the California Department of Health Services as a Supervising Clinical Toxicologist or a Board Certified Forensic Toxicologist;
b. Supervisors of analyst must be licensed by the California Department of Health Services in Clinical Toxicology;
c. It is recommended that the laboratory meet the Scientific and Technical Guidelines, and Standards for Certification of Laboratories engaged in urine drug testing for Federal agencies. The laboratory must be accredited in Forensic Toxicology by the American Board of Forensic Toxicology (ABFT).

3.0 Experience: Suppliers and agents of Contractor must be familiar with the handling of evidence and the proper protocol for documenting and maintaining the correct chain of evidence. All aspects of testing must be appropriately documented. The documentation will include personnel files on analysts, supervisors, directors and all persons with access to specimens; chain of custody documents; quality assurance/control records; all test data; performance on proficiency testing can be accomplished and there is no deterioration of these items of evidence.

4.0 Expert Witness: The County of Riverside reserves the right to request replacement of any professional during the life of this agreement that is found to be unacceptable to the Court. Contractor shall provide analysts and expert witnesses that have previously been established in court proceedings by judges and attorneys. Coroner Review consultations shall be provided by toxicologists familiar with post mortem cases and work in conjunction with coroner staff when additional investigative measures are warranted.

5.0 Testing Procedures:

a. Testing must consist of the screening of appropriate bodily liquids (e.g., blood, urine, bile, vitreous, gastric contents) and tissues (e.g., liver, brain, spleen, muscle) for the presence or absence of drugs, followed by confirmation of the amounts of drugs by a second procedure based on a different chemical principle.
b. Initial screening can be done by Enzyme Multiplied Immunoassay Test (EMIT) or Radioactive Immunoassay Test (RIA); however, only gas chromatography/mass spectroscopy will be considered acceptable for conformation testing (thin layer

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chromatography is unacceptable). Examples of drug panels, which may be required for testing, are noted in Exhibit B - Payment Provisions.

c. Procedures for testing samples will include screening techniques such as Immunoassay Elisa kits, used in conjunction with Tecan instrumentation. The assays are used to determine the presence of a parent molecule and/or metabolite of drugs of abuse in forensic samples such as whole blood, serum, plasma, urine, and/or tissues.
d. Contractor may also use Liquid Chromatography/Mass Spectrometry/Mass Spectrometry (LC/MS/MS) analytical equipment for detecting the presence of drugs. Confirmation analysis will consist of LC/MS/MS. The second MS denotes tandem Mass Spectrometry, an additional separation step. LC/MS/MS will be used to provide quantitative results in most cases. In an effort to provide optimum result accuracy and efficiency, Contractor may enhance analytical methods to include new equipment and procedures.
e. Contractor may utilize one or more secondary toxicology laboratories for forensic testing of substances not provided by the primary laboratory (Send out or other reference laboratory).
f. The secondary facility shall conform to the license and certification requirements of the primary laboratory. Analysis not performed by Contractor may be sent to a secondary toxicology laboratory whereby Contractor acts as a pass-through laboratory for convenience to the Sheriff Department.
g. Contractor has existing accounts with reference laboratories and will handle the sample packaging and shipping once in house testing has been completed. Contractor will accept the routine billing and payment responsibilities for these tests and pass through the results from the specified laboratory. Fees for these services will be billed accordingly during monthly invoice cycles.
h. Chain of custody will be maintained by Contractor until the point of shipping, at which time the chain of custody is transferred to the reference lab. Reference lab will maintain chain of custody and provide the sample return upon request.

6.0 Locations: Locations where the lab may expect to obtain specimens from however, this is not to be considered a complete list. It is only a representation of the major places that were used in the past.

- *Riverside County Sheriff-Coroner Forensic Center West, Perris, CA*
- *Riverside County Sheriff-Coroner Forensic Center East, Indio, CA*
- *Riverside County Sheriff-Jail, Riverside, CA*
- *Riverside County Sheriff-Jail, Indio, CA*
- *Riverside County Sheriff-Jail, Southwest Justice Center, CA*
- *Riverside County Sheriff Station's- Jurupa Valley, Moreno Valley, Southwest, Lake Elsinore, Perris, Cabazon, Palm Desert & Indio.*

City of Corona Police Department
Corona Police Dept.
849 W. Sixth Street
Corona, CA 92882
(951) 279-3685

City of Riverside Police Department
Riverside Police Department
4102 Orange Street
Riverside, CA 92501
(951) 787-7911

Riverside Police Department
10540 Magnolia Avenue
Riverside, CA 92505
(951) 353-7100

Riverside Community Hospital
4445 Magnolia Avenue
Riverside, CA 92501
(951) 788-3200

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County Regional Medical Center
26520 Cactus Avenue
Moreno Valley, CA 92555
(951) 486-5650

Parkview Community Hospital
3865 Jackson Street
Riverside, CA 92503
(951) 688-2211

Kaiser Riverside-Park Sierra
10800 Magnolia Ave.
Riverside, CA 92505
(951) 353-3790

7.0 Special Considerations: The Contractor shall include an itemized listing of any potential special fees (e.g., handling charges, chain of custody, tissue preparation) and listing of tests requiring a secondary laboratory (send outs). It shall specify approximate turnaround times for reporting of results on routine, rush and STAT cases. Specimens are to be maintained for duration to be specified by the agency (at least three (3) years). At the present time, the Riverside County Sheriff-Coroner performs approximately 1100-1500 autopsies per year and 1000 consultations (examination of the decedent without autopsy). The investigation of most of the autopsied decedents requires varying degrees of toxicological support on one or more specimens. A number of decedents not requiring autopsy will be expected to have a toxicological workup.

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EXHIBIT B
PAYMENT PROVISIONS

TEST DESCRIPTION	FEE
ALCOHOL	
ALCOHOL, URINE	39.00
ALCOHOL, VITREOUS	39.00
ALCOHOL, BLOOD	39.00
ALCOHOL, TISSUE	49.00
ALCOHOLIC BEVERAGE (including Pruno)	95.00
VOLITALES PANEL (ACETONE, ISOPROPANOL, METHANOL)	78.00
ANTICONVULSANT PANEL	
ANTICONVULSANT PANEL, SCREEN	**125.00**
ETHOSUXIMIDE	
10-HYDROXYCARBAZEPINE	
BUTABARBITAL	
BUTALBITAL	
CARBAMAZEPINE	
CARBAMAZEPINE, 10, 11-EPOXIDE	
DIAZEPAM	
GABAPENTIN	
GLUTETHIMIDE	
LAMOTRIGINE	
LEVETIRACETAM	
MEPHENYTOIN	
MEPHOBARBITAL	
METHSUXIMIDE	
NORDIAZEPAM	
NORMETHSUXIMIDE	
OXCARBAZEPINE	
PENTOBARBITAL	
PHENYTOIN	
PRIMIDONE	
SECODBARBITAL	
TOPIRAMATE	
BARBITURATE CONFIRMATION, LC/MS/MS	
BARBITURATE CONFIRMATION, LC/MS/MS	**125.00**
BUTALBITAL	
PHENOBARBITAL	
PENTOBARBITAL	
SECOBARBITAL	
BENZODIAZEPINES CONFIRMATION, LC/MS/MS	
BENZODIAZEPINES CONFIRMATION, LC/MS/MS	**145.00**
ALPRAZOLAM	
CHLORDIAZEPOXIDE	
CLONAZEPAM	
DIAZEPAM	
ESTAZOLAM	

MV00212165

FLUNITRAZEPAM	
FLURAZEPAM	
LORAZEPAM	
MIDAZOLAM	
OXAZEPAM	
TEMAZEPAM (RESTORIL)	
TRIAZOLAM (HALCION)	
HYDROXALPRAZOLAM	
7-AMINOCLONAZEPAM	
NORCHLORDIAZEPOXIDE	
NORDIAZEPAM	
DESALKYLFLURAZEPAM	
AMINOFLUNITRAZEPAM	
HYDROXYTRIAZOLAM	
CANNABINOIDS CONFIRMATION, LC/MS/MS	
CANNABINOIDS CONFIRMATION, LC/MS/MS (BLOOD OR URINE)	**85.00**
COCAINE CONFIRMATION, LC/MS/MS	
COCAINE CONFIRMATION, LC/MS/MS	**69.00**
BENZOYLECGONINE	
COCAETHYLENE	
COMPREHENSIVE PANEL DRUG SCREEN	
COMPREHENSIVE PANEL DRUG SCREEN (BLOOD, URINE OR VITREOUS)-OVER 150 PRESCRIPTION DRUGS	114.94
COMPREHENSIVE PANEL DRUG SCREEN (TISSUE)	124.94
CORONER PANEL DRUG SCREEN	
CORONER PANEL DRUG SCREEN (URINE, BLOOD OR VITREOUS)-AMPHETAMINES, BARBITURATES, BENZODIAZEPINES, CANNABINOIDS, COCAINE METABOLITE, OPIATES, PCP, ALCOHOL	55.00
CORONER PANEL DRUG SCREEN (TISSUE)	65.00
OTHER DRUG SCREENS	
4 PANEL DRUG SCREEN (COCAINE METABOLITE, METHAMPHETAMINE, OPIATES, PCP)-ANTI MORTEM CASES ONLY	25.00
AMPHETAMINES SCREEN (URINE, BLOOD OR VITREOUS)	19.00
AMPHETAMINES SCREEN, TISSUE	25.00
BARBITURATES SCREEN	35.00
BATH SALTS DRUG SCREEN	125.00
BENZODIAZEPINES SCREEN	19.00
CANNABINOIDS SCREEN	19.00
COCAINE METABOLITE SCREEN	19.00
DESIGNER STIMULANT SCREEN	125.00
EXPANDED IA SCREEN (BENZODIAZEPINES, CANNABINOIDS + 4 PANEL)-ANTI MORTEM CASES ONLY	35.00
LSD SCREEN	75.00
METHADONE SCREEN, LC/MS/MS	45.00
OPIATES SCREEN, TISSUE	25.00
OPIATES SCREEN (URINE, BLOOD OR VITREOUS)	19.00
PHENCYCLIDINE SCREEN	19.00
METHAMPHETAMINE CONFIRMATION, LC/MS/MS	
METHAMPHETAMINE CONFIRMATION, LC/MS/MS	**69.00**
AMPHETAMINE	
METHYLENEDIOXYAMPHETAMINE (MDA)	
METHYLENEDIOXYMETHAMPHETAMINE (MDMA)	
BETA-PHENETHYLAMINE	

OPIATE CONFIRMATION, LC/MS/MS	
OPIATE CONFIRMATION, LC/MS/MS	**85.00**
MORPHINE	
CODEINE	
OXYCODONE	
HYDROCODONE	
HYDROMORPHONE	
OXYMORPHONE	
MONOACETYLMORPHINE	
PHENCYCLIDINE CONFIRMATION, LC/MS/MS	
PHENCYCLIDINE, LC/MS/MS	**35.00**
PRESCRIPTION DRUGS (WITH METABOLITE) AND OTHER	
ACETAMINOPHEN	75.00
ALBUTEROL	99.00
AMITRIPTYLINE	99.00
ATENOLOL	99.00
BACLOFEN	125.00
BENZTROPINE	75.00
BROMPHENIRAMINE	99.00
BUPRENORPHINE	99.00
BUPROPION	125.00
BUSPIRONE (BUSPAR)	99.00
CARBAMAZEPINE	99.00
CARISOPRODOL	99.00
CHLORPHENIRAMINE	99.00
CHLORPROMAZINE	99.00
CITALOPRAM	99.00
CLOMIPRAMINE	99.00
CLONIDINE	99.00
CYCLOBENZAPRINE	99.00
DESIGNER STIMULANT CONFIRMATION, PER DRUG	105.00
DEXTROMETHORPHAN	99.00
DIPHENHYDRAMINE	79.00
DOXEPIN	79.00
DOXYLAMINE	99.00
DULOXETINE	99.00
FENTANYL	99.00
FLUOXETINE	99.00
GABAPENTIN	125.00
GAMMA-HYDROXYBUTYRIC	195.00
HALOPERIDOL	99.00
HYDROXYZINE	99.00
KETAMINE	99.00
LAMOTRIGINE	99.00
LEVETIRACETAM	99.00
LEVORPHANOL	99.00
LIDOCAINE	99.00
MECLIZINE	89.00
MEPERIDINE	99.00
MESCALINE	75.00

METHADONE	75.00
METHOCARBAMOL	99.00
METHYLPHENIDATE	99.00
MIRTAZAPINE	99.00
NALOXONE	99.00
OLANZAPINE	99.00
OXCARBAZEPINE	99.00
PAROXETINE	99.00
PHENAZEPAM	99.00
PHENTERMINE	99.00
PHENYLPROPANOLAMINE	99.00
PHENYTOIN	125.00
PRIMIDONE	99.00
PROMETHAZINE	125.00
PROPRANOLOL	99.00
PSEUDOEPHEDRINE	99.00
QUETIAPINE	99.00
RISPERIDONE	99.00
SCOPOLAMINE	99.00
SERTRALINE	99.00
TOPIRAMATE	99.00
TRAMADOL	99.00
TRAZODONE	99.00
VENLAFAXINE	99.00
VERAPAMIL	99.00
ZALEPLON	99.00
ZIPRASIDONE	99.00
ZOLPICLONE	99.00
ZOLPIDEM	99.00
SPECIAL FEES	
CAPITATION CORONER PANEL*	375.00
CAPITATION COMPREHENSIVE PANEL*	600.00
CAPITATION CORONER REVIEW*	800.00
CHAIN OF CUSTODY-storage only per sample; no testing; anti mortem	12.00
CHAIN OF CUSTODY-storage only per sample; no testing post mortem after first 3 samples	12.00
HANDLING, SHIPPING & SPECIAL CARE	AT COST
LEAKING SAMPLE	15.00
MATRIX EFFECT-Unsuccessful analysis due to unusual problems with submitted sample.	150.00
NAME DISCREPANCY	15.00
RUSH SAMPLE ANALYSIS-1-2 weeks turnaround time depending on complexity of case	no charge
STAT PICK UP FEE-60 MILE MAXIMUM (Call for other arrangements outside of 60 miles)	75.00
SAMPLE RETURN	15.00
STAT FEE, PER TEST-24 to 48 hours turnaround time	200.00
TISSUE PREPARATION	50.00

**Capitation fees only include drugs tested at Contractor and are inclusive of the coroner panel or comprehensive panel drugs. (i.e. Bath salts not included and GHB are not included in cap rates.*

Note: Drugs listed are subject to review and change as deemed necessary by laboratory management.

MV00212168

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: August 27, 2013

TITLE: PA07-0080 (PM 35672) – APPROVE PARCEL MAP AND ACCEPT THE AGREEMENT AND SECURITY FOR PUBLIC IMPROVEMENTS

RECOMMENDED ACTION

Recommendations:

1. Approve Parcel Map 35672 and authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

2. Accept the Agreement and Security for Public Improvements.

3. Authorize the Mayor to execute the Agreement.

4. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.

5. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

BACKGROUND

On July 8, 2008 the City Council of the City of Moreno Valley approved Tentative Parcel Map No. 35672 (PA07-0080) and a Plot Plan (PA08-0018) for a one-building option 1,560,046 square foot industrial building. The parcel map proposes to consolidate 80.24 gross acres into one (1) parcel. The map is located at the southeast corner of Iris Avenue and Indian Street.

On May 16, 2013 the developer submitted a planning application for Amended Plot Plan PA13-0022, an amendment to original Plot Plan PA08-0018. The Amended Plot Plan PA13-0022 proposes a 1,476,017 square foot building. Staff has reviewed the Amended Plot Plan and is in the process of recommending approval of the project to the Community and Economic Development Director.

The required improvements in the conditions of approval associated with the tentative map approval will not change as a result of the approval of Amended Plot Plan PA13-0022. On February 11, 2009, a Cooperative Agreement, among the developer, the City, and Riverside County Flood Control and Water Conservation District recorded, obligating the developer to construct master storm drain facilities within Indian Street and Krameria Avenue consistent with the Sunnymead Area Drainage Plan.

DISCUSSION

Parcel Map No. 35672 is in substantial conformance with the approved tentative map. The developer has requested that the map be approved for recordation. The Conditions of Approval for this project require that the developer provide surety for the required improvements. Public improvements are to be constructed on Iris Avenue, Indian Street, Krameria Avenue, and Cosmos Street.

The developer of this project has completed an Agreement for Public Improvements. The developer agrees to perform and complete all of the required street improvements within twenty-four (24) months of the date the agreement is executed. The street improvements include, but are not limited to: asphalt, base, curb, gutter, sidewalk, street lights, storm drain, catch basins, striping, signage, water, sewer, and undergrounding overhead utilities. The City Engineer may execute any future amendments to the agreement, subject to City Attorney approval, if the required street improvements are not completed within said timeframe.

Accompanying the agreement is Faithful Performance bond in the amount of $8,664,000 and a Material and Labor bond in the amount of $4,332,000 issued by XL Specialty Insurance Company.

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

NOTIFICATION

Publication of agenda.

ATTACHMENTS

Attachment 1 – Vicinity Map
Attachment 2 – Agreement for Public Improvements
Attachment 3 – Faithful Performance Bond
Attachment 4 – Material and Labor Bond

Prepared By:
Liz Plazola
Sr. Administrative Assistant

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

VICINITY MAP

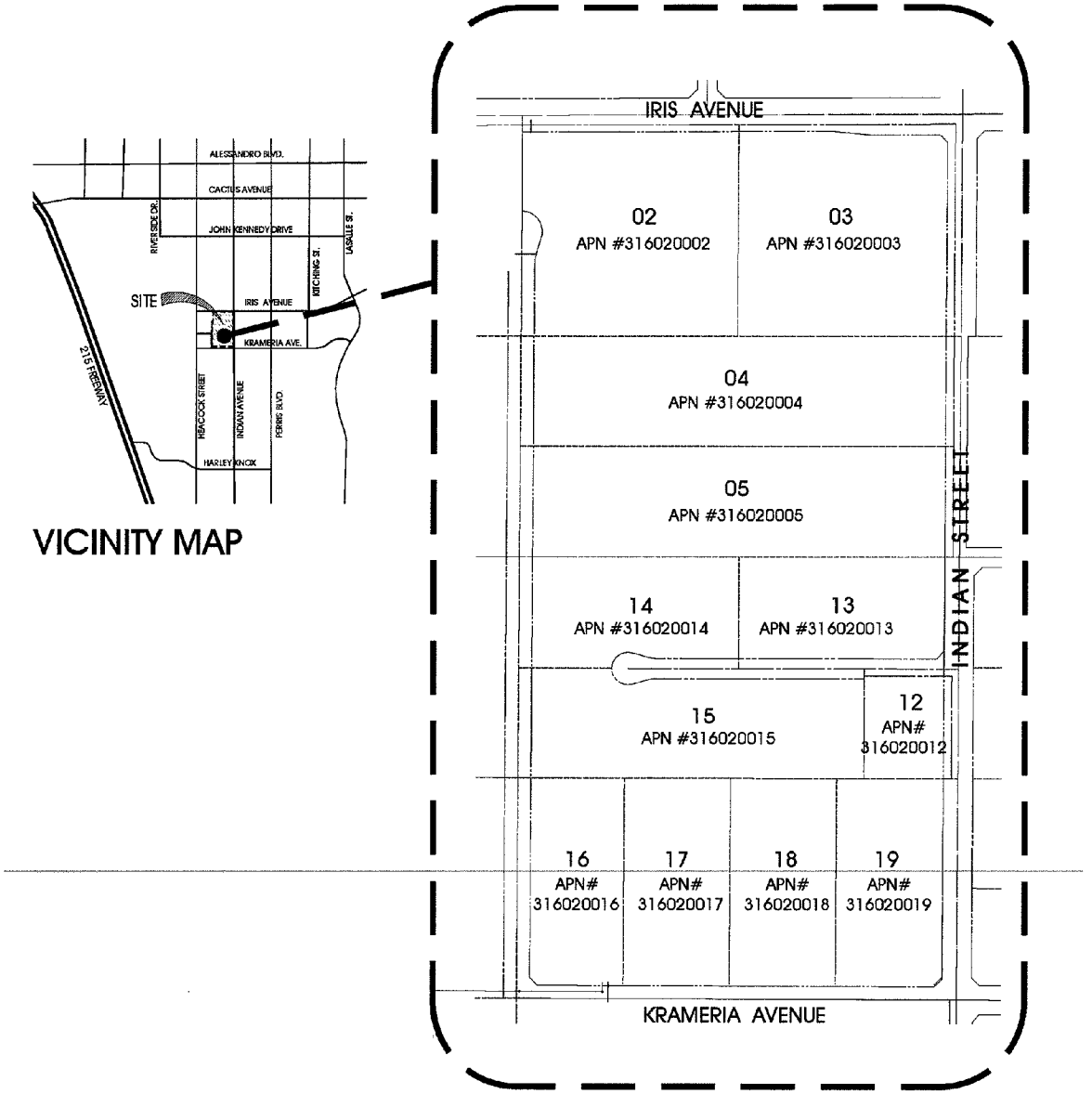

CITY OF MORENO VALLEY PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT	PA07-0080

AGREEMENT FOR PUBLIC IMPROVEMENTS
FOR
PROJECT NO. PA07-0080 (PARCEL MAP 35672)

This Agreement, made and entered into by and between the City of Moreno Valley , State of California , hereinafter called City, and **Panattoni Construction, Inc.,** herein after called Developer, on the date the City signs this agreement.

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **PA07-0080 (PM 35672)** agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **TWENTY-FOUR (24)** months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code.

Security to guarantee the performance of this agreement shall be in the following amounts:

Faithful Performance security shall be in the sum of **EIGHT MILLION SIX HUNDRED SIXTY FOUR THOUSAND AND NO/100** Dollars (*****$8,664,000.00*****). The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto.

Labor and Material security shall be in the sum of **FOUR MILLION THREE HUNDRED THIRTY TWO THOUSAND AND NO/100** Dollars (*****$4,332,000.00*****). The estimated cost securing payment of labor and materials is fifty (50) percent of the total cost estimate of the improvements.

Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Upon entering the warranty period, the City shall retain ten percent of the original faithful performance security. Developer reserves the right to substitute the form of security, in accordance with the Moreno Valley Municipal Code, at any time during the term of this agreement, subject to approval of the City Engineer and City Attorney.

SECOND: Developer agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which

the City Engineer notified the Developer of the insufficiency of said bonds. Developer reserves the right to substitute the form of security in accordance with the City's Municipal Code at anytime during the term of this agreement, subject to approval by the City Engineer and City Attorney.

THIRD: Developer agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Developer further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

FOURTH: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, his agents or employees, in the performance of the work, and all of said liabilities are assumed by Developer. Developer agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Developer, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

FIFTH: The Developer hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed the work within the time specified or any extension thereof granted by the City.

SIXTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. The Developer's obligation under this provision shall be secured by the bonds securing performance of this Agreement.

SEVENTH: The Developer, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

EIGHTH: If the Developer, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Developer because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time **may** be granted by the City from time to time, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds, Developer further agrees to maintain the aforesaid bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City:
City Engineer
P.O. Box 88005
14177 Frederick
Moreno Valley, CA 92552-0805

Developer:
Panattoni Construction, Inc.
8775 Folsom Blvd.
Suite 201
Sacramento, CA 95826

IN WITNESS WHEREOF Developer has affixed his name, address and seal.

Date approved by the City: _____

Panattoni Construction, Inc.:
Developer

BY: See Attached Signature Page
Signature

_____
Print/Type Name

_____
Title

BY: See Attached Signature Page
Signature

_____
Print/Type Name

_____
Title

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

By: _____
City Clerk

(SEAL)

CITY OF MORENO VALLEY

By: _____
Mayor

APPROVED AS TO FORM:
CITY ATTORNEY

Date: _____

By: _____
City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATES OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED IN QUADRUPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; PINK - DEVELOPER; GREEN - SURETY; BLUE - PROJECT FILE

SIGNATURE PAGE
AGREEMENT FOR PUBLIC IMPROVEMENTS
PROJECT NO. PA07-0080 (PARCEL MAP 35672)
JUNE 27, 2013

PANATTONI CONSTRUCTION, INC.
a California corporation

By: _____

Name: PATRICK HASTIE

Its: SR V.P.

State of California, County of Orange
On JULY 3, 2013 before me, Judi Lowenthal, Notary Public,
Personally appeared PATRICK HASTIE,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal. _____

JUDI LOWENTHAL
COMM. # 1919325
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
MY COMM. EXP. JAN. 25, 2015

SIGNATURE PAGE
AGREEMENT FOR PUBLIC IMPROVEMENTS
PROJECT NO. PA07-0080 (PARCEL MAP 35672)
JUNE 27, 2013

PANATTONI CONSTRUCTION, INC.
a California corporation

By: _____

Name: Evan Hamilton

Its: SVP

ANNA LOGUE
MY COMMISSION EXPIRES
NOTARY
PUBLIC
JULY 30, 2013
FULTON COUNTY, GEORGIA

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: PM35672

DATE: **06/13/13**
PREPARED BY: **SH / BB**

OFFSITE PAVEMENT SECTIONS

TYPE			QUANTITY UNIT	UNIT PRICE	TOTAL
Street Work - Non DIF Non TUMF					
			0 C.Y.	20.00	0
A.B. Class II - Krameria South	0.75	Thickness (ft.)			
	57550	S.F.	3129 Ton	55.00	172,110
A.C. - Krameria South	0.45	Thickness (ft.)			
	57550	S.F.	1878 Ton	90.00	168,981
			0 C.Y.	20.00	0
A.B. Class II - Krameria North	0.75	Thickness (ft.)			
	45300	S.F.	2463 Ton	55.00	135,475
A.C. - Krameria North	0.45	Thickness (ft.)			
	45300	S.F.	1478 Ton	90.00	133,012
			0 C.Y.	20.00	0
A.B. Class II - Cosmos	1	Thickness (ft.)			
	107770	S.F.	7813 Ton	55.00	429,733
A.C. - Cosmos	0.5	Thickness (ft.)			
	107770	S.F.	3907 Ton	90.00	351,600
			0 C.Y.	20.00	0
A.B. Class II - Street 4	0	Thickness (ft.)			
	0	S.F.	0 Ton	55.00	0
A.C. - Street 4	0	Thickness (ft.)			
	0	S.F.	0 Ton	90.00	0
Street Work - DIF					
			0 C.Y.	20.00	0
A.B. Class II - Iris	1	Thickness (ft.)			
	92185	S.F.	6683 Ton	55.00	367,588
A.C. - Iris	0.5	Thickness (ft.)			
	92185	S.F.	3342 Ton	90.00	300,754
			0 C.Y.	20.00	0
A.B. Class II - Indian	0.75	Thickness (ft.)			
	171200	S.F.	9309 Ton	55.00	511,995
A.C. - Indian	0.45	Thickness (ft.)			
	171200	S.F.	5585 Ton	90.00	502,686
			0 C.Y.	20.00	0
A.B. Class II - Street 3	0	Thickness (ft.)			
	0	S.F.	0 Ton	55.00	0
A.C. - Street 3	0	Thickness (ft.)			
	0	S.F.	0 Ton	90.00	0
			0 C.Y.	20.00	0
A.B. Class II - Street 4	0	Thickness (ft.)			
	0	S.F.	0 Ton	55.00	0
A.C. - Street 4	0	Thickness (ft.)			
	0	S.F.	0 Ton	90.00	0
Street Work - TUMF					
			0 C.Y.	20.00	0
A.B. Class II - Street 1	0	Thickness (ft.)			
	0	S.F.	0 Ton	55.00	0
A.C. - Street 1	0	Thickness (ft.)			
	0	S.F.	0 Ton	90.00	0
			0 C.Y.	20.00	0
A.B. Class II - Street 2	0	Thickness (ft.)			
	0	S.F.	0 Ton	55.00	0
A.C. - Street 2	0	Thickness (ft.)			
	0	S.F.	0 Ton	90.00	0
			0 C.Y.	20.00	0
A.B. Class II - Street 3	0	Thickness (ft.)			
	0	S.F.	0 Ton	55.00	0
A.C. - Street 3	0	Thickness (ft.)			
	0	S.F.	0 Ton	90.00	0
			0 C.Y.	20.00	0
A.B. Class II - Street 4	0	Thickness (ft.)			
	0	S.F.	0 Ton	55.00	0
A.C. - Street 4	0	Thickness (ft.)			
	0	S.F.	0 Ton	90.00	0
				SUBTOTAL:	3,073,934

REGISTERED PROFESSIONAL ENGINEER
SCOTT R. HILDEBRANDT
NO. C44762
6/17/13
CIVIL
STATE OF CALIFORNIA

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: **PM35672**

DATE: **06/13/13**
PREPARED BY: **Clement Jimenez** CJ

OFFSITE STREET WORK

TYPE	QUANTITY UNIT	UNIT PRICE	TOTAL
Offsite Street Work			
Pavement			
Grind & Pave 0.15' (Iris)	5665 S.F.	3.25	18,411
Grind & Pave 0.15' (Krameria South)	5834 S.F.	3.25	18,961
A.C. Cap (Iris)	25 Ton	90.00	2,250
A.C. Overlay (Iris)	42 Ton	90.00	3,780
A.C. Overlay (Krameria South)	35 Ton	90.00	3,150
Slurry Seal (Based on $150/Ton Type II)	0 S.Y.	2.25	0
Sawcut (Iris)	1830 L.F.	1.50	2,745
Sawcut (Indian)	172 L.F.	1.50	258
Sawcut (Krameria South)	0 L.F.	1.50	0
Utility Trench	0 L.F.	17.00	0
Trench Repaving	0 S.F.	12.00	0
Redwood Header (Krameria South)	0 L.F.	6.00	0
A.C. Berm - 6"	0 L.F.	10.00	0
A.C. Berm - 8" (Iris)	362 L.F.	15.00	5,430
A.C. Berm - 8" (Indian)	295 L.F.	15.00	4,425
Adjust M.H. to Grade (Iris)	2 EA.	800.00	1,600
Adjust Water Valve to Grade (Iris)	4 EA.	400.00	1,600
Adjust Water Valve to Grade (Indian)	2 EA.	400.00	800
Remove & Dispose Existing Pavement & Base (Iris)	42532 SF	3.00	127,596
Remove & Dispose Existing Pavement & Base (Indian)	102535 SF	3.00	307,605
Concrete			
P.C.C. Paving - 6"	0 S.F.	14.00	0
P.C.C. Paving - 8"	0 S.F.	16.00	0
Curb and Gutter - 6"	0 L.F.		0
Curb and Gutter - 8" (Krameria South)	1200 L.F.	25.00	30,000
Curb and Gutter - 8" (Cosmos)	2650 L.F.	25.00	66,250
Curb and Gutter - 8" (DIF - Iris)	1319 L.F.	25.00	32,975
Curb and Gutter - 8" (DIF - Indian)	2900 L.F.	25.00	72,500
Curb Only - 6"	0 L.F.	18.00	0
Curb Only - 8" (Iris Median)	1330 L.F.	20.00	26,600
Cross Gutter and Spandrel	0 S.F.	15.00	0
Sidewalk (Cosmos)	14000 S.F.	7.00	98,000
Sidewalk (Krameria South)	8742 S.F.	7.00	61,194
Sidewalk (Iris)	8570 S.F.	7.00	59,990
Sidewalk (Indian)	16603 S.F.	7.00	116,221
Driveway Approach - 6"	0 S.F.	14.00	0
Driveway Approach - 8" (Iris)	3500 S.F.	16.00	56,000
Driveway Approach - 8" (Indian)	800 S.F.	16.00	12,800
Driveway Approach - 8" (Krameria South)	0 S.F.	16.00	0
Driveway Approach - 8" (Cosmos)	4000 S.F.	16.00	64,000
Wheelchair Ramp (Indian)	2 EA.	1,200.00	2,400
Wheelchair Ramp (Krameria South)	1 EA.	1,200.00	1,200
Alley Approach - 8"	0 S.F.	16.00	0
1/2 Alley Apron	0 S.F.	16.00	0
Barricade	0 L.F.	100.00	0
Other			
SCE Underground Exist Power/Pole Removal	2650 L.F.	325.00	861,250
SCE/Telephone Conduit & Structure Allowance	2650 L.F.	245.00	649,250
Relocate Telephone Riser	1 EA.	10,000.00	10,000
Relocate Telephone Vault	2 EA.	20,000.00	40,000
Relocate SCE Vault	2 EA.	25,000.00	50,000
Underground Phone Cabling	2650 L.F.	25.00	66,250
		SUBTOTAL:	2,875,491

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: **PM35672**

DATE: **06/13/13**
PREPARED BY: **Clement Jimenez**

OFFSITE STREET WORK (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Special Districts				
Landscaping - Medians	0	S.F.	6.00	0
Landscaping - Parkways	0	S.F.	6.00	0
Street Lights (9500 lumen) (Cosmos)	8	EA.	4,000.00	32,000
Street Lights (22000 lumen) (Iris)	6	EA.	5,000.00	30,000
Street Lights (22000 lumen) (Indian)	12	EA.	5,000.00	60,000
Street Lights (22000 lumen) (Krameria South)	6	EA.	5,000.00	30,000
			SPECIAL DISTRICTS SUBTOTAL:	152,000.00
Moreno Valley Utilities				
Electrical Utility Infrastructure	0	L.S.	0.00	0
Electrical Utility Line Extension	0	L.F.	135.00	0
			MVU SUBTOTAL:	0
Water Quality Basin				
Landscaping	0	S.F.	6.00	0.00
Filtration Devices	0	EA	0	0
Access Ramp PCC	0	S.F.	0	0
Low-Flow Pipe System	0	L.F.	0	0
Headwalls	0	EA	0	0
Outlets	0	EA	0	0
Risers	0	EA	0	0
Forebay PCC	0	S.F.	0	0
Toe of slope protection PCC	0	S.F.	20.00	0.00
			WQB SUBTOTAL:	0.00
Transportation Engineering				
Traffic Signal New (Interconnect, Controller, Software, Initial Coordination, Desigr	1	EA.	272,000.00	272,000
Traffic Signal Modification	1	L.S.	150,000.00	150,000
Traffic Signal Interconnect (Existing Signals Only)	0	L.F.	30.00	0
Traffic Striping/raised pavement markers	0	L.S.	3,500.00	0
Traffic Striping (DIF Street Name)	0	L.S.	--	0
Street Name Sign (Iris)	1	EA.	500.00	500
Street Name Sign (Indian)	1	EA.	500.00	500
Street Name Sign (Cosmos)	1	EA.	500.00	500
Street Name Sign (Krameria South)	1	EA.	500.00	500
Stop Sign	0	EA.	200.00	0
Signs and Posts (Krameria North)	1	EA.	200.00	200
Signs and Posts (Cosmos)	1	EA.	200.00	200
Signs and Posts (Krameria South)	1	EA.	200.00	200
Signs and Posts (Indian)	1	EA.	200.00	200
Street Sweeping Sign	0	EA.	200.00	0
Warning Markers - Type L, Type N	0	EA.	100.00	0
Traffic Control	0	L.S.	--	0
Traffic Control (DIF Street Name)	0	L.S.	--	0
Street Light PB-Adjust to Grade	0	EA.	800.00	0
			TRANSPORTATION SUBTOTAL:	424,800
Miscellaneous				
Erosion Control	0	AC	**FILL IN**	0
Walls - Masonry: 6' Maximum	0	L.F.	100.00	0
Walls - Retaining: 6' Maximum	0	L.F.	150.00	0
Relocate Trees	0	EA.	2,500.00	0
			MISCELLANEOUS SUBTOTAL:	0

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: **PM35672**

DATE: **06/13/13**
PREPARED BY: **Clement Jimenez**

OFFSITE STORM DRAIN SYSTEM - RCFCD LINE D & D-1

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipe				
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe (Iris)	94	L.F.	140.00	13,160
18" Reinforced Concrete Pipe (Indian)	54	L.F.	140.00	7,560
24" Reinforced Concrete Pipe (Krameria South)	80	L.F.	160.00	12,800
24" Reinforced Concrete Pipe (Cosmos)	79	L.F.	160.00	12,640
30" Reinforced Concrete Pipe	0	L.F.	180.00	0
36" Reinforced Concrete Pipe (Krameria South)	164	L.F.	190.00	31,160
36" Reinforced Concrete Pipe (Cosmos)	119	L.F.	190.00	22,610
42" Reinforced Concrete Pipe w/AC (RCFC&WCD)	1356	L.F.	228.00	309,168
48" Reinforced Concrete Pipe w/A.C. (RCFC&WCD)	1162	L.F.	261.00	303,282
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe w/A.C. (RCFC&WCD)	659	L.F.	330.00	217,470
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
60" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Reinforced Concrete Structure (RCFC&WCD)	310	C.Y.	700.00	217,000
Caltrans D80 (40") (RCFC&WCD)	48	C.Y.	600.00	28,800
Manholes				
Manhole No. 1	0	EA.	5000.00	0
Manhole No. 2 (RCFC&WCD)	4	EA.	6500.00	26,000
Manhole No. 3	0	EA.	6500.00	0
Manhole No. 4 (RCFC&WCD)	4	EA.	6500.00	26,000
	0		---	0
Catch Basins				
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7') (Iris)	2	EA.	5500.00	11,000
Catch Basin (7') (Indian)	1	EA.	5500.00	5,500
Catch Basin (7') (Krameria South)	1	EA.	5500.00	5,500
Catch Basin (7') (Cosmos)	3	EA.	5500.00	16,500
Catch Basin (14')	0	EA.	8000.00	0
Catch Basin (21')	0	EA.	12500.00	0
Local Depressions (Iris)	2	EA.	535.00	1,070
Local Depressions (Indian)	1	EA.	535.00	535
Local Depressions (Krameria South)	1	EA.	535.00	535
Local Depressions (Cosmos)	3	EA.	535.00	1,605
24" X 24" Grate basin (Krameria South)	1	EA.	2500.00	2,500
18" X 18" Grate Basin	0	EA.	2100.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Removal/Relocation- Catch Basin	0	EA.	5000.00	0
Grated Catch Basin	0	EA.	6000.00	0
Headwall	0	EA.	5500.00	0

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: **PM35672**

DATE: **06/13/13**
PREPARED BY: **Clement Jimenez**

OFFSITE STORM DRAIN SYSTEM - RCFCD (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Structures				
Transition Structure (RCFC&WCD)(Krameria South)	1	EA.	5500.00	5,500
Junction Structure (RCFC&WCD)(Krameria South)	1	EA.	6000.00	6,000
Junction Structure (Cosmos)	1	EA.	6000.00	6,000
Type IX Inlet Structure	0	EA.	2500.00	0
Inlet Structure (drop)	0	EA.	5000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48") (RCFC&WCD)(Iris)	2	EA.	3000.00	6,000
Concrete Collar (to 48") (RCFC&WCD)(Indian)	1	EA.	3000.00	3,000
Headwall	0	EA.	5500.00	0
Drains				
Terrace Drain	0	S.F	10.00	0
Down Drain	0	S.F	10.00	0
Parkway Drain	0	EA.	3500.00	0
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	0	EA.	250.00	0
"V" Gutter	0	S.F.	10.00	0
	0		---	0
Miscellaneous				
Rip Rap	0	TON	60.00	0
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
	0		---	0
			SUBTOTAL:	1,298,895

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: **PM35672**

DATE: **06/13/13**
PREPARED BY: **Clement Jimenez** CJ

OFFSITE WATER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Water System				
4" PVC C-900 (Cosmos)	157		30.00	4,710
6" PVC C-900 (Indian)	81		40.00	3,240
8" PVC C-900 (Indian)	20		50.00	1,000
10" PVC C-900	0		55.00	0
12" PVC C-900 (Indian)	221		60.00	13,260
12" PVC C-900 (Krameria South)	1375		60.00	82,500
12" PVC C-900 (Krameria North)	62		60.00	3,720
12" PVC C-900 (Cosmos)	2606		60.00	156,360
16" PVC C-900	0		90.00	0
18" PVC C-900	0		135.00	0
20" PVC C-900	0		180.00	0
	0	L.F.	---	0
Valves - Water System				
4" Gate Valve (Indian)	2	EA.	600.00	1,200
4" Gate Valve (Cosmos)	2	EA.	600.00	1,200
6" Gate Valve	0	EA.	800.00	0
8" Gate Valve	0	EA.	1,000.00	0
10" Gate Valve	0	EA.	1,200.00	0
12" Gate Valve (Indian)	6	EA.	2,000.00	12,000
12" Gate Valve (Krameria South)	1	EA.	2,000.00	2,000
12" Gate Valve (Cosmos)	3	EA.	2,000.00	6,000
1" Air Vac Release (Krameria South)	2	EA.	2,000.00	4,000
1" Air Vac Release (Cosmos)	1	EA.	2,000.00	2,000
2" Air Vac Release	0	EA.	3,000.00	0
4" Blow Off	0	EA.	2,000.00	0
4" Blow Off (Indian)	2	EA.	2,000.00	4,000
4" Blow Off (Krameria North)	1	EA.	2,000.00	2,000
Fire Hydrants - Water System				
6" Standard Fire Hydrants	0	EA.	2,800.00	0
6" Super Fire Hydrants (Iris)	0	EA.	3,000.00	0
6" Super Fire Hydrants (Indian)	8	EA.	3,000.00	24,000
6" Super Fire Hydrants (Krameria South)	4	EA.	3,000.00	12,000
6" Super Fire Hydrants (Cosmos)	8	EA.	3,000.00	24,000
Services Connections				
1" Service	0	EA.	500.00	0
1 1/2" Service	0	EA.	1,100.00	0
2" Service	0	EA.	1,600.00	0
	0		---	0
Fittings - Water System				
Misc. Fittings 4" (Cosmos)	4		120.00	480
Misc. Fittings 6" (Krameria North)	2		160.00	320
Misc. Fittings 8" (Indian)	2		200.00	400
Misc. Fittings 10" (Indian)	2		240.00	480
Misc. Fittings 12" (Krameria South)	2		750.00	1,500
Misc. Fittings 12" (Cosmos)	4		750.00	3,000
Water Meters - Water System				
5/8" Meter	0		200.00	0
1" Meter	0		270.00	0
1 1/2" Meter	0		360.00	0
2" Meter (Cosmos)	3		455.00	1,365
	0		---	0
Hot Tap Connections - Water System				
8" Hot Tap	0	EA.	2,800.00	0
Water Service (Indian)	10	EA.	330.00	3,300
Miscellaneous - Water System				
Thrust Block	0	CY	150.00	0
Jack & Bore	0	L.F.	300.00	0
Joint at Existing 8" (Cosmos)	1	EA.	650.00	650
			SUBTOTAL:	370,685

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: **PM35672**

DATE: **06/13/13**
PREPARED BY: **Clement Jimenez**

OFFSITE SEWER SYSTEMS

TYPE	QUANTITY UNIT	UNIT PRICE	TOTAL
Pipes - Sewer System			
4" V.C. Pipe	0 L.F.	20.00	0
6" V.C. Pipe (Cosmos)	0 L.F.	25.00	0
8" V.C. Pipe (Krameria South)	32 L.F.	30.00	960
8" V.C. Pipe (Cosmos)	0 L.F.	30.00	0
10" V.C. Pipe (Krameria South)	926 L.F.	40.00	37,040
12" V.C. Pipe	0 L.F.	50.00	0
15" V.C. Pipe	0 L.F.	75.00	0
18" V.C. Pipe	0 L.F.	90.00	0
21" V.C. Pipe	0 L.F.	105.00	0
24" V.C. Pipe	0 L.F.	120.00	0
27" V.C. Pipe	0 L.F.	135.00	0
30" V.C. Pipe	0 L.F.	150.00	0
33" V.C. Pipe	0 L.F.	165.00	0
36" V.C. Pipe	0 L.F.	185.00	0
4" SDR - 35	0 L.F.	13.00	0
6" SDR - 35	0 L.F.	19.00	0
8" SDR - 35	0 L.F.	25.00	0
10" SDR - 35	0 L.F.	30.00	0
12" SDR - 35	0 L.F.	50.00	0
15" SDR - 35	0 L.F.	60.00	0
Concrete Encasement	0 L.F.	20.00	0
	0	---	0
Cleans Outs - Sewer System			
Clean-outs (Krameria South)	1 EA.	700.00	700
Clean-outs	0 EA.	700.00	0
Clean Out Lateral	0 EA.	120.00	0
	0	---	0
Manholes - Sewer System			
Standard Manhole 48" (Krameria South)	4 EA.	3,000.00	12,000
Standard Manhole 48" (Cosmos)	0 EA.	3,000.00	0
Standard Manhole 48" Extra Depth	0 EA.	3,500.00	0
Standard Manhole 60" (Krameria South)	1 EA.	4,500.00	4,500
Shallow Manhole	0 EA.	3,000.00	0
Adjust Manhole to Grade	0 EA.	300.00	0
Tie Into Existing Manhole	0 EA.	1,500.00	0
Rechannel Existing Manhole	0 EA.	1,500.00	0
Join Existing 8" Pipe	0 EA.	600.00	0
Join Existing 12" Pipe	0 EA.	800.00	0
	0	---	0
Miscelleneous - Sewer System			
Wyes (Krameria South)	0 EA.	90.00	0
Wyes (Cosmos)	0 EA.	90.00	0
TV Sewer	0 L.F.	1.00	0
Trench Paving	0 S.F.	5.00	0
Pavement Replacement	0 S.F.	3.00	0
Meter 5/8" W/O Service	0 EA.	200.00	0
		SUBTOTAL:	55,200

EXHIBIT "A"
ENGINEER'S ESTIMATE

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
BOND COMPUTATION SHEET

PROJECT: **PM35672**

DATE: **06/13/13**
PREPARED BY: **Clement Jimenez**

IMPROVEMENT TYPE:

PAVEMENT SECTION WORK	:	$3,073,934
CONCRETE & OTHER STREET WORK	:	$2,875,491
SPECIAL DISTRICTS	:	$152,000
MORENO VALLEY UTILITIES	:	$0
WATER QUALITY BASIN	:	$0
TRANSPORTATION ENGINEERING	:	$424,800
STORM DRAIN SYSTEM - RCFCD LINES	:	$1,298,895
WATER SYSTEM	:	$370,685
SEWER SYSTEM	:	$55,200
MISCELLANEOUS	:	$0
TOTAL COST (VALUE) OF IMPROVEMENTS:		$8,251,005
+5% CONTINGENCY		$412,550
GRAND TOTAL:		$8,663,555

FAITHFUL PERFORMANCE SECURITY
SECURITY AMOUNT: **$8,664,000**

LABOR & MATERIAL SECURITY
SECURITY AMOUNT: **$4,332,000**

*The cost for securing payment of Labor and Materials is fifty (50) percent of the total cost estimate of the improvemetns.

Attachment 3

FAITHFUL PERFORMANCE BOND

City of Moreno Valley
County of Riverside
State of California
(Government Code Section 66499.1)

Public Improvements $8,664,000

Project No. PA07-0080 (PM 35672)

Bond No. SUR7403302

Premium $116,964.00

Surety XL Specialty Insurance Company

Principal Panattoni Construction, Inc.

Address Seaview House, 70 Seaview Avenue

Address 8775 Folsom Blvd., Suite 100

City/Zip Stamford, CT 06902

City/Zip Sacramento, CA 95826

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and Panattoni Construction, Inc. (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to **PA07-0080 (PM 35672)**, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement to furnish bond for the faithful performance of said agreement;

NOW, THEREFORE, we the Principal, and XL Specialty Insurance Company, as Surety, are held and firmly bound to the City of Moreno Valley in the penal sum of **EIGHT MILLION SIX HUNDRED SIXTY FOUR THOUSAND AND NO/100 Dollars (***$8,664,000.00***)**, lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, successors, executors and administrator, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

FAITHFUL PERFORMANCE BOND (Page 2 of 2)
PROJECT NO. PA07-0080 (PM 35672)

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to Surety's obligations hereunder and are hereby waived by Surety.

When the work covered by the agreement is complete, the City Council of the City of Moreno Valley will accept the work and thereupon the amount of the obligation of this bond is reduced by 90%, with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on June 28, 20 13.

NAME OF PRINCIPAL: Panattoni Construction, Inc.
Company Name

AUTHORIZED SIGNATURE(S): By

Name Evan Hamilton — Title SVP

Name Patrick Hastie — Title SrVP

NAME OF SURETY: XL Specialty Insurance Company
Company Name

AUTHORIZED SIGNATURE: Mary Ann Powell
Mary Ann Powell — ITS ATTORNEY-IN-FACT

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.
BOND COMPANY – ATTACH POWER OF ATTORNEY

Approved as to form:

Date: _____

City Attorney
City of Moreno Valley

W:\LandDev\MANAGEMENT ASSISTANT\Agreement Bond Packets\PA07-0080 - Faithful Performance Bond.DOC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of Georgia
County of Fulton

On June 28, 2013 (Date) before me, Anna Logue (Name and Title of Notary)

personally appeared Evan Hamilton (Name and or Names of Signer(s))

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

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

Witness my hand and official seal.

Signature _____ Notary Public Signature
Anna Logue

ANNA LOGUE
MY COMMISSION EXPIRES
NOTARY
PUBLIC
JULY 30, 2013
FULTON COUNTY, GEORGIA

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☒ Corporate Officer – Title(s): Senior Vice President
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____
Panattoni Construction, Inc.

RIGHT THUMBPRINT OF SIGNER
Top of thumb

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF ORANGE }ss
}

On July 3, 2013, before me Judi Lowenthal, Notary Public, personally appeared

PATRICK HASTIE

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

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

WITNESS my hand and official seal.

Signature Judi Lowenthal

JUDI LOWENTHAL
COMM. # 1919325
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
MY COMM. EXP. JAN. 25, 2015

(NOTARY SEAL)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST** BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW.

Title of Document Type FAITHFUL PERFORMANCE BOND

Number of Pages 2 Date of Document 6/28/13

Signer(s) Other Than Named Above _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of Illinois
County of Cook

On June 28, 2013 (Date) before me, Susan K. Landreth (Name and Title of Notary)

personally appeared Mary Ann Powell (Name and or Names of Signer(s))

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

OFFICIAL SEAL
SUSAN K LANDRETH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/18/2015

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

Witness my hand and official seal.

Signature Susan K Landreth
Notary Public Signature
Susan K. Landreth

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☒ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____
XL Specialty Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

XL Group
Insurance
Reinsurance

Power of Attorney
XL Specialty Insurance Company
Greenwich Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
UNLIMITED POWER OF ATTORNEY
XL1504844

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, Greenwich Insurance Company, Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, , do hereby nominate, constitute, and appoint:

Kimberly Bragg, Ila Delman, Mary Ann Powell, Mark V. Baechle, Christine Eitel

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, , for the penal sum of no one of which is in any event to exceed UNLIMITED.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 5th day of October 2012.

RESOLVED, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this October 5th, 2012.

XL SPECIALTY INSURANCE COMPANY CORPORATE SEAL DELAWARE

GREENWICH INSURANCE COMPANY CORPORATE SEAL DELAWARE

XL SPECIALTY INSURANCE COMPANY
GREENWICH INSURANCE COMPANY

By: David S. Hewett
SENIOR VICE PRESIDENT

Attest: Toni Ann Perkins
SECRETARY

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On this 5th day of October, 2012, before me personally came David S. Hewett to me known, who, being duly sworn, did depose and say: that he is Senior Vice President of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.

KIM D. SLIVA NOTARY PUBLIC My Commission Expires June 30, 2016 STATE OF CONNECTICUT

Kim D. Sliva
NOTARY PUBLIC

SB-0034 – 3/11

MV00212191

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Secretary of the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of Power of Attorney issued by said Company, and that I have compared same with the original and that it is a correct transcript there from and of the whole of the original and that the said Power of Attorney is still in full force

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Hartford, this 28th day of June 2013.

XL SPECIALTY INSURANCE COMPANY CORPORATE SEAL DELAWARE

GREENWICH INSURANCE COMPANY CORPORATE SEAL DELAWARE

Toni Ann Perkins
SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 5th day of October, 2012.

XL REINSURANCE AMERICA INC. CORPORATE SEAL NEW YORK

XL REINSURANCE AMERICA INC.

by: [signature]
SENIOR VICE PRESIDENT

Attest: Toni Ann Perkins
SECRETARY

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On this 5th day of October, 2012, before me personally came John P. Welch to me known, who, being duly sworn, did depose and say: that he is President & CEO of XL REINSURANCE AMERICA INC., described in which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.

KIM D. SLIVA NOTARY PUBLIC My Commission Expires June 30, 2016 STATE OF CONNECTICUT

Kim D. Sliva
NOTARY PUBLIC

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Assistant Secretary of the XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Hartford, this 28th day of June 2013.

XL REINSURANCE AMERICA INC. CORPORATE SEAL NEW YORK

Toni Ann Perkins
SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after October 5, 2017
SB0041

THIS DOCUMENT IS PRINTED ON A BLUE BACKGROUND

SB-0034 – 3/11

Attachment 4

MATERIAL AND LABOR BOND

City of Moreno Valley
County of Riverside
State of California
(Government Code Section 66499.2)

Public Improvements $4,332,000

Project No. PA07-0080 (PM 35672)

Bond No SUR7403302

Premium $116,964.00

Surety XL Specialty Insurance Company

Principal Panattoni Construction, Inc.

Address Seaview House, 70 Seaview Avenue

Address 8775 Folsom Blvd., Suite 201

City/Zip Stamford, CT 06902

City/Zip Sacramento, CA 95826

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and **Panattoni Construction, Inc.,** (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to **PA07-0080 (PM 35672)**, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Moreno Valley to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, we the Principal, and the undersigned as corporate Surety, are held and firmly bound unto the City of Moreno Valley and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of **FOUR MILLION THREE HUNDRED THIRTY TWO THOUSAND AND NO/100 Dollars (***$4,332,000.00***)**, lawful money of the United States, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, also in case suit is brought upon this bond, will pay, in addition to the face amount hereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

MATERIAL AND LABOR BOND (Page 2 of 2)
PROJECT NO. PA07-0080 (PM 35672)

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition. Surety further stipulates and agrees that the provision of Section 2845 of the Civil Code are not a condition precedent to the Surety's obligations hereunder and hereby waived by the Surety.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on June 28, 2013.

NAME OF PRINCIPAL: Panattoni Construction, Inc.
Company Name

AUTHORIZED SIGNATURE(S):

Name Evan Hamilton — Title SVP

Name Patrick Hastie — Title Sr. V.P.

NAME OF SURETY: XL Specialty Insurance Company
Company Name

AUTHORIZED SIGNATURE: Mary Ann Powell — ITS ATTORNEY-IN-FACT

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.
BOND COMPANY – ATTACH POWER OF ATTORNEY

Approved as to form:

Date: _____

City Attorney
City of Moreno Valley

W:\LandDev\MANAGEMENT ASSISTANT\Agreement Bond Packets\PA07-0080 - Material Labor Bond.DOC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of Georgia
County of Fulton

On July 3, 2013 (Date) before me, Anna Logue (Name and Title of Notary)

personally appeared Evan Hamilton (Name and or Names of Signer(s))

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

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

ANNA LOGUE
MY COMMISSION EXPIRES
NOTARY PUBLIC
JULY 30, 2013
FULTON COUNTY, GEORGIA

Witness my hand and official seal

Signature _____ Notary Public Signature
Anna Logue

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☒ Corporate Officer – Title(s): Senior Vice President
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____
Panattoni Construction, Inc.

RIGHT THUMBPRINT OF SIGNER
Top of thumb

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF ORANGE }ss
}

On July 3, 2013, before me Judi Lowenthal, Notary Public, personally appeared

PATRICK HASTIE

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

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

WITNESS my hand and official seal.

Signature Judi Lowenthal

JUDI LOWENTHAL
COMM. # 1919325
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
MY COMM. EXP. JAN. 25, 2015

(NOTARY SEAL)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST** BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW.

Title of Document Type MATERIAL + LABOR BOND

Number of Pages 2 Date of Document 6/28/13

Signer(s) Other Than Named Above _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of Illinois
County of Cook

On June 28, 2013 (Date) before me, Susan K. Landreth (Name and Title of Notary)

personally appeared Mary Ann Powell (Name and or Names of Signer(s))

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

OFFICIAL SEAL
SUSAN K LANDRETH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/18/2015

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

Witness my hand and official seal.

Signature Susan K. Landreth
Notary Public Signature
Susan K. Landreth

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

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☐ Individual
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☐ Guardian or Conservator
☒ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____
XL Specialty Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

XL Group
Insurance
Reinsurance

Power of Attorney
XL Specialty Insurance Company
Greenwich Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
UNLIMITED POWER OF ATTORNEY
XL1504843

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, Greenwich Insurance Company, Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, , do hereby nominate, constitute, and appoint:

Kimberly Bragg, Ila Delman, Mary Ann Powell, Mark V. Baechle, Christine Eitel

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, , for the penal sum of no one of which is in any event to exceed UNLIMITED.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 5th day of October 2012.

RESOLVED, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this October 5th, 2012.

XL SPECIALTY INSURANCE COMPANY CORPORATE SEAL DELAWARE

GREENWICH INSURANCE COMPANY CORPORATE SEAL DELAWARE

XL SPECIALTY INSURANCE COMPANY
GREENWICH INSURANCE COMPANY

By: David S. Hewett
SENIOR VICE PRESIDENT

Attest: Toni Ann Perkins
SECRETARY

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On this 5th day of October, 2012, before me personally came David S. Hewett to me known, who, being duly sworn, did depose and say: that he is Senior Vice President of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.

KIM D. SLIVA NOTARY PUBLIC My Commission Expires June 30, 2016 STATE OF CONNECTICUT

Kim D. Sliva
NOTARY PUBLIC

SB-0034 – 3/11

MV00212198

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Secretary of the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of Power of Attorney issued by said Company, and that I have compared same with the original and that it is a correct transcript there from and of the whole of the original and that the said Power of Attorney is still in full force

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Hartford, this 28 day of June 2013.

XL SPECIALTY INSURANCE COMPANY CORPORATE SEAL DELAWARE

GREENWICH INSURANCE COMPANY CORPORATE SEAL DELAWARE

Toni Ann Perkins
SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 5th day of October, 2012.

XL REINSURANCE AMERICA INC. CORPORATE SEAL NEW YORK

XL REINSURANCE AMERICA INC.

by: [signature]
SENIOR VICE PRESIDENT

Attest: Toni Ann Perkins
SECRETARY

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On this 5th day of October, 2012, before me personally came John P. Welch to me known, who, being duly sworn, did depose and say: that he is President & CEO of XL REINSURANCE AMERICA INC., described in which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.

KIM D. SLIVA NOTARY PUBLIC My Commission Expires June 30, 2016 STATE OF CONNECTICUT

Kim D. Sliva
NOTARY PUBLIC

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Assistant Secretary of the XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Hartford, this 28 day of June 2013.

XL REINSURANCE AMERICA INC. CORPORATE SEAL NEW YORK

Toni Ann Perkins
SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after October 5, 2017
SB0041

THIS DOCUMENT IS PRINTED ON A BLUE BACKGROUND

SB-0034 – 3/11

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: August 27, 2013

TITLE: PA13-0012 – APPROVAL OF PROPOSED RESOLUTION FOR THE VACATION OF A PORTION OF JOY STREET FROM CACTUS AVENUE TO BROADIAEA AVENUE

RECOMMENDED ACTION

Recommendations:

1. Adopt the Resolution No. 2013-71, vacating a portion of Joy Street.

2. Direct the City Clerk to certify said resolution and transmit a copy of the resolution to the County Recorder's office for recording.

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Planning Commission is scheduled to review the vacation of Joy Street at its August 22, 2013 meeting. The results of the Planning Commission, if any, will be orally reported at the Council meeting.

BACKGROUND

On December 11, 2012, the City Council approved PA12-0020 an Amended Plot Plan to add 507,720 SF to an existing 779,016 SF warehouse building for a total of 1,286,736 SF on an 18.6 acre site.

On July 23, 2013, the Community & Economic Development Director of the City of Moreno Valley approved PA13-0012, a Tentative Parcel Map for the 507,720 square foot expansion of the existing distribution warehouse building on approximately 18.6 acres. The project is located at the west side of Graham Street, between Cactus Avenue and Brodiaea Avenue. The project conditions of approval require the vacation

of Joy Street in order to accommodate the project's proposed building expansion. The recently approved plot plan requires the same condition of approval.

City staff requires that the vacation be completed prior to issuance of building permits as per the conditions of approval. However, for the purpose of removing unwanted encumbrances from the project site in advance of the design drawings, the developer is requesting the vacation at this time. In addition, as part of the purchase and sales agreement between the private parties, the vacation of Joy Street is required in order for the exchange of property to move forward.

DISCUSSION

The proposed building expansion will enlarge the existing structure and parking area in the westerly direction, across what is now Joy Street. By way of the Tentative Parcel Map approved as PA13-0012, the existing parcel and the additional property needed for the expansion will be merged into a single lot following the proposed vacation. As the proposed building expansion will be constructed over Joy Street, the vacation of this portion of the roadway is necessary to allow for the requested business expansion.

At present, the portion of Joy Street to be vacated is fully improved. Utility Coordination letters were sent to all utility companies that may exists within the portion of the street to be vacated. There is currently an existing sewer main within Joy Street which will be abandoned upon the completion of a new alternate system routed around the proposed expansion area. The developer is coordinating with Eastern Municipal Water District (EMWD) and staff has received correspondence indicating their support of the vacation. In addition, Moreno Valley Utility has some conduits servicing the street lights within the portion of Joy Street to be vacated. These facilities will be removed with the other public improvements within this section of roadway per the conditions of approval. The proposed vacation will continue to reserve the rights and easements within the right-of-way.

Therefore, in accordance with the Streets & Highway Code, staff is recommending the vacation of Joy Street as described and shown in the exhibits attached to the proposed resolution for the following reasons: 1) the vacation would not cut off access to any adjacent properties 2) the street will be impassable to vehicular traffic following the expansion of the existing building and 3) the right-of-way will be considered excess right-of-way and not required for street purposes.

ALTERNATIVES

1. Adopt the proposed resolution, vacating a portion of Joy Street. *The said portion of right-of-way is no longer, nor will be in the future, useful for road or landscaping purposes.*

2. Do not adopt the proposed resolution, vacating a portion of Joy Street. *The said portion of excess right-of-way will remain as public right-of-way, and the proposed building expansion will not be able to move forward. This alternative would prohibit the developer from developing per the previously approved project entitlements.*

NOTIFICATION

Written notice of the intent to vacate Joy Street has been provided to the various utility companies, in addition to those businesses within 300-feet of the project boundaries. The public has been notified by publication in the newspaper, the posting of a large-scale notice on the project site and through the agenda.

ATTACHMENTS

Attachment 1 – Vicinity Map
Attachment 2 – Proposed Resolution

Prepared By:
Mark W. Sambito, P.E.
Engineering Division Manager

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

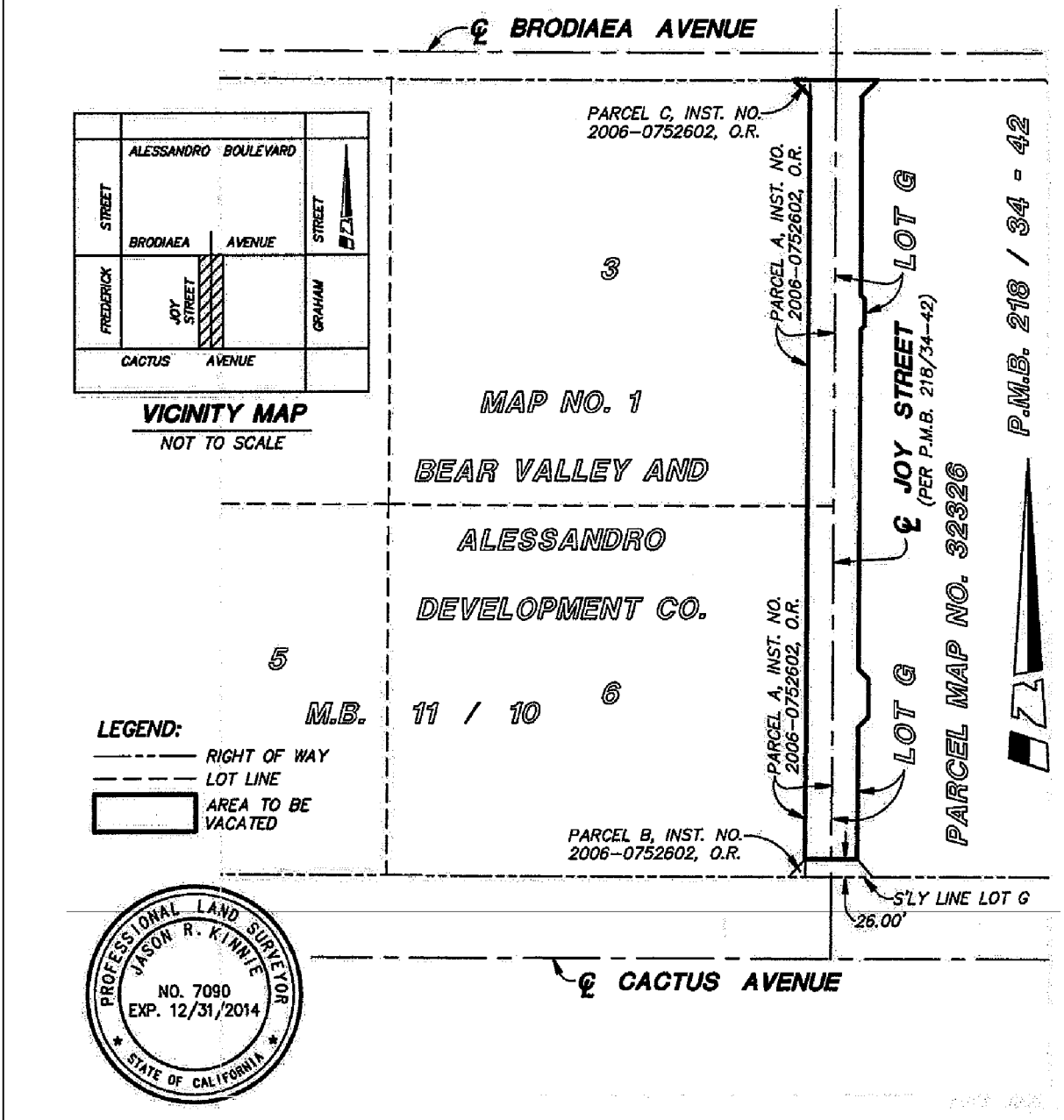

CITY OF MORENO VALLEY PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT	PA13-0012

RESOLUTION NO. 2013-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE VACATION OF A PORTION OF JOY STREET FROM CACTUS AVENUE TO BRODIAEA AVENUE

WHEREAS, the City Council of the City of Moreno Valley, California, acquired right-of-way easements for road and public utility purposes on Joy Street; and

WHEREAS, a portion of this right-of-way is no longer, nor in the future will be, useful for road and public utility purposes; and

WHEREAS, the public improvements which exist on said portion of right-of way will be removed; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1

That pursuant to the provisions of Chapter 4, Part 3, of Division 9 of the Streets and Highways Code of the State of California, designated the "Public Streets, Highways, and Service Easements Vacation Law," the following described portion of right-of way is vacated and abandoned:

That said portion of Joy Street in the City of Moreno Valley, County of Riverside, State of California described in the attached legal description and illustrated on the plat, attached hereto and made a part hereof, marked Exhibits "A" and "B", respectively.

Excepting and reserving from the vacation any easement and fee right-of-way for existing public utilities and public service facilities, together with the right to maintain, operate, replace, remove or renew such facilities, pursuant to Section 8340 of the Streets and Highway Code.

Section 2

That pursuant to the provisions of Sections 831 of Title 3 and 1112 of Title 4, Part 2, Division 2 of the California Civil Code of the State of California, title to the above-described portion of Joy Street revert to the owner of the underlying fee thereof, free from use as an easement for drainage purposes except as noted in Section 1.

Section 3

That the City Clerk of the City of Moreno Valley, California, shall cause a certified copy of this Resolution to be recorded in the office of the Recorder for the County of Riverside, California.

APPROVED AND ADOPTED this 27th day of August, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-71 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 27th day of August, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

EXHIBIT A
STREET VACATION
LEGAL DESCRIPTION

That portion of Joy Street shown as Lot G of Parcel Map No. 32326, in the City of Moreno Valley, County of Riverside, State of California, as shown on the map recorded August 15, 2006 in Book 218, Pages 34 through 42, inclusive of Parcel Maps, in the office of the County Recorder of said County lying Southerly of Brodiaea avenue and Northerly of Cactus Avenue, together with that portion of Joy Street described as Parcels A, B and C in the document recorded October 12, 2006 as Instrument Number 2006-0752602 of Official Records, in said office of the County Recorder.

Excepting therefrom that portion lying Southerly of a line being parallel with and 26.00 feet Northerly of the Southerly line of said Lot G.

Prepared by me or under my supervision.

JASON R. KINNIE, PLS 7090

PROFESSIONAL LAND SURVEYOR
JASON R. KINNIE
NO. 7090
EXP. 12/31/2014
STATE OF CALIFORNIA

PA12-0020
R110244.24 (D)
07-23-13

jrk

Page 1 of 1

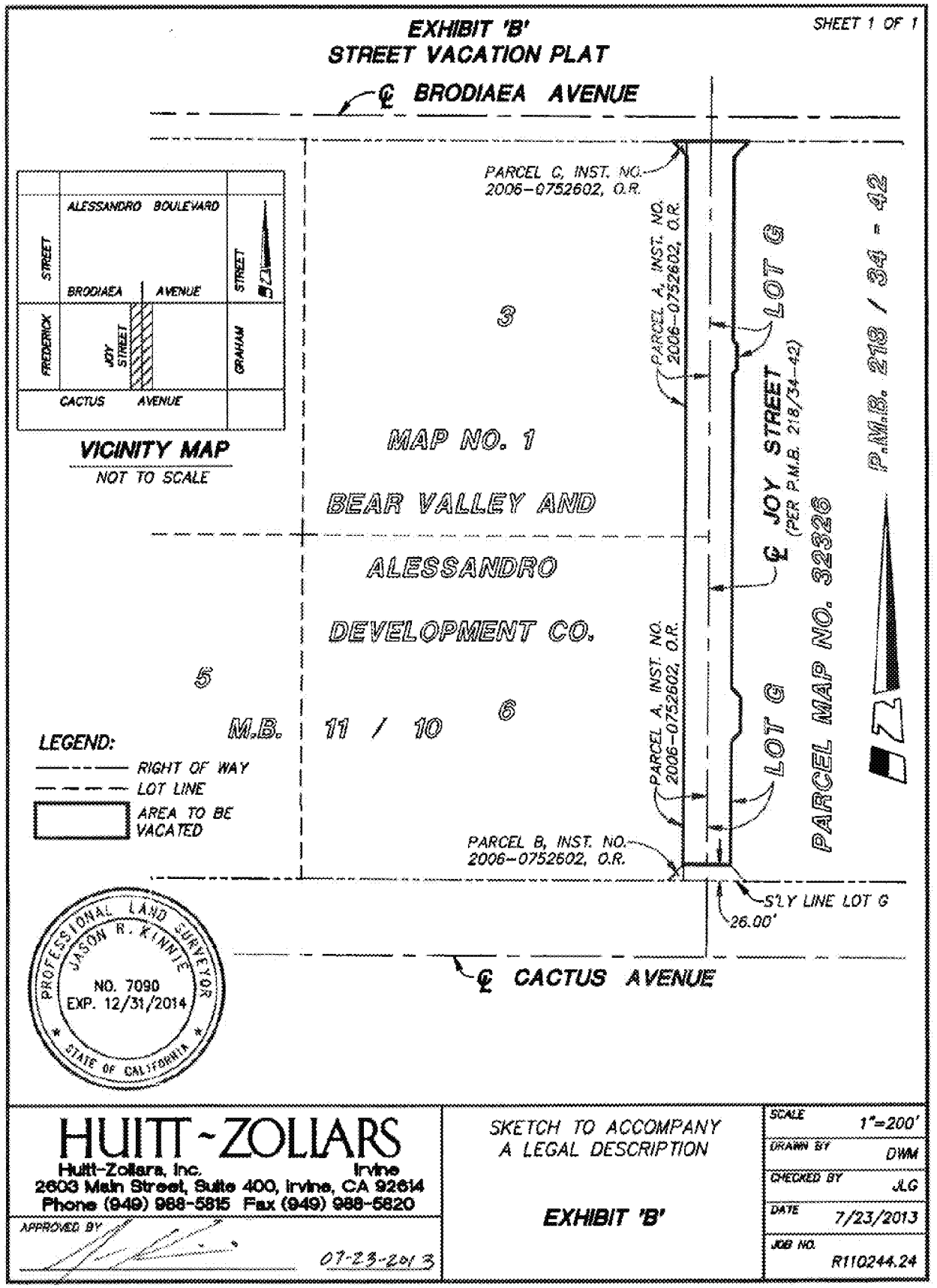
EXHIBIT 'B'
STREET VACATION PLAT
SHEET 1 OF 1
℄ BRODIAEA AVENUE
PARCEL C, INST. NO. 2006-0752602, O.R.
PARCEL A, INST. NO. 2006-0752602, O.R.
LOT G
3
ALESSANDRO BOULEVARD
STREET
BRODIAEA AVENUE
STREET
FREDERICK
JOY STREET
GRAHAM
CACTUS AVENUE
VICINITY MAP
NOT TO SCALE
MAP NO. 1
BEAR VALLEY AND
ALESSANDRO
DEVELOPMENT CO.
℄ JOY STREET
(PER P.M.B. 218/34-42)
P.M.B. 218 / 34 - 42
PARCEL MAP NO. 32326
5
M.B. 11 / 10
6
LEGEND:
RIGHT OF WAY
LOT LINE
AREA TO BE VACATED
PARCEL B, INST. NO. 2006-0752602, O.R.
S'LY LINE LOT G
26.00'
PROFESSIONAL LAND SURVEYOR
JASON R. KINNIE
NO. 7090
EXP. 12/31/2014
STATE OF CALIFORNIA
℄ CACTUS AVENUE
HUITT-ZOLLARS
Huitt-Zollars, Inc. Irvine
2603 Main Street, Suite 400, Irvine, CA 92614
Phone (949) 988-5815 Fax (949) 988-5820
APPROVED BY
07-23-2013
SKETCH TO ACCOMPANY
A LEGAL DESCRIPTION
EXHIBIT 'B'
SCALE 1"=200'
DRAWN BY DWM
CHECKED BY JLG
DATE 7/23/2013
JOB NO. R110244.24

MV00212208

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Thomas M. DeSantis, Assistant City Manager

AGENDA DATE: August 27, 2013

TITLE: RECOMMENDATION TO ESTABLISH THE CLASSIFICATION OF RECYCLING SPECIALIST IN THE PUBLIC WORKS DEPARTMENT

RECOMMENDED ACTION

Recommendation:

1. Adopt the new position, class specification and salary range of the Recycling Specialist in the Public Works Department.

BACKGROUND

The FY 2013/14 City Budget, adopted on June 11, 2013, authorized a Recycling Specialist Position in the Public Works Department pending development of a Classification Specification to be developed in coordination with the Human Resources Department.

DISCUSSION

Authorization for a Recycling Specialist position within the City's FY 2013/14 Budget funds a career, full-time Recycling Specialist (salary grade 16) in lieu of the two existing temporary, part-time Intern positions within the Solid Waste Program. Replacing part-time positions with a single career position will promote program continuity and improved support for the City's Recycling Program.

The Solid Waste/Recycling Program currently has only one full-time Management Analyst as the sole career position associated with this program. Given the specialized nature of this program, and the need to ensure compliance with State of California regulations, it is important to ensure adequate staff support for the state-mandated Recycling Program. The addition of a Full-Time Career Recycling Specialist will

accommodate this need. The position will be funded by the Used Oil Recycling Grant, Beverage Container Recycling Grant, and Solid Waste (General Fund) budget with a funding split of 44% ($27,000), 44% ($27,000), and 12% ($7,000), respectively. The position would utilize approximately 60% of the funds available from the (2) grants and the remainder would remain available for educational outreach efforts. Funding for this position was approved in the FY 2013/14 - 2014/15 budgets.

The recommended Classification Specification and salary range are consistent with similar classifications in the County of Riverside's recycling program.

ALTERNATIVES

1. Approve the Recycling Specialist position and establish the job title, class specification, and salary range for the new classification. *Staff recommends this alternative.*

2. Not approve the Recycling Specialist position. *Staff does not recommend this alternative.*

FISCAL IMPACT

No additional funding is required. Funding for this position is included in the FY 2013/14 - 2014/15 budget.

The salary grade for the Recycling Specialist position is proposed at Grade 16 ($40,777 - $57,411). The position would be funded by the Used Oil Recycling Grant, Beverage Container Recycling Grant, and Solid Waste (General Fund) budget. The position would utilize approximately 60% of the funds available from the (2) grants and the remainder would remain available for educational outreach efforts.

ATTACHMENTS

Attachment 1 – Class Specification

Approved By:
Thomas M. DeSantis
Assistant City Manager

Concurred By:
Robert Lemon
Maintenance & Operations Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

City of Moreno Valley

Date Council Approved_____
Date Effective _____

CLASS SPECIFICATION
Recycling Specialist

GENERAL PURPOSE

Under general supervision, to assist with the development and implementation of the City's Solid Waste and Recycling Program; to participate in all phases of recycling programs; prepare and make presentations and make recycling educational materials available to all segments of the public and other agencies; to research, develop, present and promote recycling information and programs; to assist with management and administration of the City's solid waste collection program and associated hauler franchise agreement; and to do other work as required.

DISTINGUISHING CHARACTERISTICS

Recycling Specialists perform a variety of specialized tasks in providing assistance with the City's Solid Waste and Recycling Program, and is characterized by responsibility to develop and implement projects to accomplish the City's goals of recycling and waste reduction.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Assists with the administration of citywide recycling programs; coordinates recycling efforts with private and public agencies;
2. Conducts grant fund research and prepares or evaluates draft applications; conducts waste stream analyses and audits.
3. Produces brochures and other marketing material to promote recycling.
4. Researches and reports on legislation that affects recycling markets and processes.
5. Develops and implements detailed funding plans.
6. Conducts and participates in waste assessments; prepares statistical reports on waste characterization and waste generation.
7. Conducts promotional events; makes presentations to promote recycling.
8. Prepares and presents educational recycling programs.
9. Acts as liaison between City recycling programs and staff.
10. Assist Solid Waste & Recycling Program staff by attending meetings and providing presentations.

OTHER DUTIES

1. Assists with identifying funding resources to support program objectives; assists with the development of grant proposals and funding applications; assists with preparation of City Council resolutions and other related reports; assists with the administration of contracts and assists with the monitoring of programs to ensure contract requirements; assists with the preparation of expenditure and grant reports as required by funding agencies.

2. Assists with the preparation of the annual Solid Waste Rate Adjustment and delinquent account placement for action by the City Council; assists with responding to citizen concerns and complaints regarding the solid waste collection program.

QUALIFICATIONS

Knowledge of:

1. Principals, practices and methods of program, administrative and organizational analysis.

2. Federal, state and local laws, regulations and court decisions applicable to assigned areas of responsibility.

3. Principles and practices of public outreach and involvement, including marketing principles and practices.

4. Principles and practices of sound business communication.

5. Principles, practices and techniques of group process facilitation and conflict resolution.

Ability to:

1. Assist with the planning, organizing, and managing of a variety of complex program functions and activities to achieve Solid Waste Management program goals and objectives.

2. Collect, evaluate and interpret appropriate and applicable data, either in statistical or narrative form.

3. Coordinate program activities with multiple stakeholders and facilitate development of partnership and multi-agency agreements.

4. Understand, interpret, explain and apply laws, regulations, ordinances and policies applicable to Solid Waste Management program responsibilities.

5. Prepare clear, concise and comprehensive reports, correspondence and other documents appropriate to the audience.

6. Present conclusions and recommendations clearly, logically and persuasively to both internal and external program stakeholders.

7. Ensure the maintenance of all requires files, records and documentation.

8. Exercise tact and diplomacy in dealing with difficult and sensitive people, issues and situations.

MV00212212

9. Establish and maintain effective working relationships with managers at all levels, staff, representatives of other public agencies, executive management of contractors, property and business owners, the public and others encountered in the course of work.

10. Lift, carry and move boxes and files weighing 25 pounds or more.

Education, Training and Experience:

A typical way of obtaining the knowledge, skills and abilities outlined above is graduation from high school or GED equivalent, supplemented by graduation from an accredited college with a Bachelors' degree in Environmental Sciences, Public or Business Administration or a closely related field; and at least one year of progressively responsible experience in the administration, development or implementation of public or private recycling programs or resource recovery programs or an equivalent combination of training and experience.

Licenses; Certificates; Special Requirements:

A valid California driver's license and the ability to maintain insurability under the City's vehicle insurance policy.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this job, employees are regularly required to stand, walk or sit; talk or hear, both in person and by telephone; and use hands to operate, finger, handle or feel computers, office equipment, operate objects or controls; and to reach with hands and arms. Employees are regularly required to kneel, stoop, bend, or balance, and lift up to 25 pounds, and occasionally lift up to 50 pounds.

Specific vision abilities required are close vision, distance vision, peripheral vision and the ability to adjust focus.

Mental Demands

While performing the duties of this class, incumbents are regularly required to use written and oral communication skills; read, interpret and analyze data and information; use math and mathematical reasoning; analyze and solve problems; observe and interpret people and situations; learn and apply new information; perform detailed work on multiple, concurrent tasks; work under deadlines and interact with supervisors, clients, management agents, property owners, coworkers, the public and others encountered in the course of work.

MV00212213

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Employees work under normal office conditions involving a high volume of telephone calls and in-person client interactions; the noise level is moderate. Occasionally, employees are required to work in outdoor weather conditions.

MV00212214

MINUTES - REGULAR MEETING OF JULY 9, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in their respective capacities as the President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Michael McCarty, Director of Parks and Community Services

AGENDA DATE: August 27, 2013

TITLE: REPLACEMENT OF PLAY STRUCTURES AND PLAYGROUND SURFACING AT FAIRWAY PARK, EL POTRERO PARK, AND WESTBLUFF PARK

RECOMMENDED ACTION

Recommendations:

1. Award Purchase Order to Miracle Recreation Equipment Company, 8445 Solution Center, Chicago, IL 60677-8004 for material and labor to replace play structures and playground surfacing at Fairway Park, El Potrero Park, and Westbluff Park.

2. Authorize the Purchasing Manager to execute a purchase order in an amount not to exceed $381,928.11 as appropriated in FY13/14, in GL account 3006-50-57-80007-720199, project number 807 0004 50 57 3006Q.

3. Authorize the issuance of a Purchase Order to Miracle Recreation Equipment Company, in the amount of $381,928.11 ($356,928.11 for the bid amount plus 7% contingency) when the contract has been signed by all parties.

4. Authorize the Parks and Community Services Director to execute any subsequent change orders to the contract with Miracle Recreation Equipment Company, up to but not to exceed the Purchase Order contingency of $25,000 subject to the approval of the City Attorney.

5. Authorize the Parks and Community Services Director to accept the improvements into the Community Services District's maintained system upon acceptance of the improvements as complete.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Parks and Recreation Commission reviewed and recommended the Capital Improvement Plan, including this project on March 8, 2012.

BACKGROUND

In order to comply with the California Code of Regulations, Health and Safety Codes, American Society for Testing and Materials (ASTM) and the U.S. Consumer Products Safety Commission (CPSC), play structures that are not compliant need to be retrofitted and/or replaced to be in compliance. Retrofitting is not an option in these cases, since the play equipment at these sites was discontinued in the 1990's. Several sites have been identified for replacement in the 5-year CIP, including Fairway Park, El Potrero Park, and Westbluff Park.

Miracle Recreation Equipment Company's play equipment is part of the Parks and Community Services Department's specified standards for tot lots and playgrounds. The play equipment being replaced was manufactured by Miracle Recreation Equipment Company. Additionally, Miracle Recreation Equipment Company is the exclusive supplier for Fibar® ADA compliant surfacing used in City parks. Fibar® is the standard specification for loose fill engineered wood fiber for City parks.

DISCUSSION

Project materials and labor costs have all been publically bid utilizing the HGAC (Houston-Galveston Area Council government-to-government procurement service) cooperative bidding process. Miracle Recreation Equipment Company was the low bidder for all components that are being contracted for.

In order to maintain and ensure the continuity of adopted park standards and compliance with the State and Federal codes and regulations, staff recommends that Miracle Recreation Equipment Company provide the play structures, surfacing, and this service during installation of the new structures at Fairway Park, El Potrero Park, and Westbluff Park.

ALTERNATIVES

1. Award Purchase Order to Miracle Recreation Equipment Company, 8445 Solution Center, Chicago, IL 60677-8004 for material and labor to replace play structures and playground surfacing at Fairway Park, El Potrero Park, and Westbluff Park, and authorize the Purchasing Manager to execute a purchase order in an amount not to exceed $381,928.11 as appropriated in FY13/14, in G.L. account 3006-50-57-80007-720199, project number 807 0004 50 57 3006Q.

2. Elect not to award a purchase order to Miracle Recreation Equipment Company at this time and provide further direction to staff.

FISCAL IMPACT

Funding for the new play structures and playground surfacing is estimated not to exceed $381,928.11, utilizing Quimby Development Impact Fees (2906). This item is an approved budget item for FY 13/14 in GL account 3006-50-57-80007-720199, project number 807 0004 50 57 3006Q.

This recommended action imposes NO fiscal impact to the General Fund.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE, AND CLEANLINESS:
Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

NOTIFICATION

Posting of the agenda.

ATTACHMENTS

Attachment 1: Miracle Contract Agreement
Attachment 2: HGAC Contract Information
Attachment 3: HGAC Contract

Prepared By:
Tony Hetherman
Park Projects Coordinator

Department Head Approval:
Michael McCarty
Director of Parks and Community Services

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Attachment 1

Moreno Valley Community Services District of the City of Moreno Valley

INDEPENDENT CONTRACTOR AGREEMENT
PLAYGROUND EQUIPMENT AT EL POTRERO, FAIRWAY AND WESTBLUFF PARKS
PROJECT 12/13-80700045057

This Agreement is made by and between the Moreno Valley Community Services District, a district formed pursuant to California Community Services District Law, County of Riverside, State of California, hereinafter referred to as the "CSD", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon City policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

This Agreement is made and entered into effective the date the CSD signs this Agreement.

1. **CONTRACTOR INFORMATION**:

Miracle Recreation Equipment Company
A subsidiary of PlayPower, Inc.
8445 Solution Center
Chicago, IL 60677-8004
Business Phone: 800-264-7225, Fax No. 877-215-3869
Other Contact Number: 951-695-4515
Social Security Number: N/A
Business License Number: 22609
Federal Tax I.D. Number: 43-1595099

2. **CONTRACTOR SERVICES, FEES, AND RELEVANT DATES**:

A. The Contractor's scope of service is described in Attachment 'A' attached hereto and incorporated herein by this reference.
B. The CSD's responsibility and project locations, other than payment, described in Attachment 'B' attached hereto and incorporated herein by this reference.
C. Payment terms are provided in Attachment 'C' attached hereto and incorporated herein by this reference.
D. Playground apparatus schematics are provided in Attachment 'D'.
E. Contractor's quote is provided in Attachment 'E'.
F. The Agreement shall commence on the date it is signed by the CSD. The termination date of the Agreement shall be April 30, 2014.
G. The Contractor's Starting Date is the date listed on the issued Purchase Order, which will be utilized as the "Notice to Proceed". The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion within **ninety (90) working days** after said date in the "Notice to Proceed". The CSD acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

H. The work performed in this contract shall be performed Monday through Friday, 7 a.m. to 4 p.m. CSD observed holidays shall be observed by the Contractor and no work shall be performed on these dates.

3. **STANDARD TERMS AND CONDITIONS**:

A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The CSD will not provide any training to Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the CSD, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the CSD, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the CSD.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the CSD. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the CSD shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.

E. Contractor Indemnification. To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect, hold harmless and defend (even if the allegations are false, fraudulent, or groundless), the Moreno Valley Community Services District (CSD), the City of Moreno Valley, the City Council and each member thereof, and the Moreno Valley Housing Authority and all of their respective officials, officers, directors, employees, commission members, representatives and agents ("Indemnitees"), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the Work, the Project or any breach of the Contract by Contractor or any of its officers, agents, employees, subcontractors, sub-subcontractors, or any person performing any of the Work, pursuant to a direct or indirect contract with the Contractor ("Indemnity Claims"). Such Indemnity Claims include, but are not limited to, claims for:

1. Any activity on or use of the CSD's and/or City's premises or facilities;
2. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
3. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;
4. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
5. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor's warranties, representations or agreements set forth in the Contract Documents;

6. Any failure to coordinate the Work with CSD's Separate Contractors;
7. Any failure to provide notice to any party as required under the Contract Documents;
8. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;
9. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;
10. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the CSD) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);
11. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;
12. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or subcontractors;
13. Any operation conducted upon or any use or occupation of the Site by Contractor, its officers, agents, employees, or subcontractors under or pursuant to the provisions of the Contract or otherwise;
14. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or subcontractors;
15. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or Owner arising out of Contractor's Work, for which the Contractor is responsible; and
16. Any and all claims against the CSD seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the CSD from such claims.

Effect of Indemnitees' Active Negligence. Contractor's obligations to indemnify and hold the Indemnitees harmless **exclude** only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph E. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

Independent Defense Obligation. The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitee(s) shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any

Indemnity Claim. The Contractor shall respond within thirty (30) Calendar Days to the tender of any Indemnity Claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to the CSD.

Intent of Parties Regarding Scope of Indemnity. It is the intent of the parties that the Contractor and its subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity or hold harmless provisions in the Contract Documents are found to be ambiguous, or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

Waiver of Indemnity Rights Against Indemnitees. With respect to third party claims against the Contractor, to the fullest extent permitted by law, the Contractor waives any and all rights to any type of express or implied indemnity against the Indemnitees.

Subcontractor Requirements. In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Paragraph 11.

No Limitation or Waiver of Rights. Contractor's obligations under this Paragraph E are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Paragraph 11 are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any subcontractor, any supplier of the Contractor or subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Paragraph E shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the CSD to monitor compliance with these requirements imposes no additional obligations on the CSD and will in no way act as a waiver of any rights hereunder.

Withholding to Secure Obligations. In the event an Indemnity Claim arises prior to final payment to Contractor, the CSD may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the CSD may release such funds if the Contractor provides the CSD with reasonable assurances of protection of the Indemnitees' interests. The CSD shall, in its sole discretion, determine whether such assurances are reasonable.

Survival of Indemnity Obligations. Contractor's obligations under this Paragraph E are binding on Contractor's and its subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

F. Insurance Requirements. The Contractor shall procure and maintain at its sole expense and throughout the term of this Agreement, any extension thereof, Commercial General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described herein.

Additional Insured Endorsements. The Contractor shall cause the insurance required by the Contract Document to include the Moreno Valley Community Services District (CSD), the City of Moreno Valley (City), and the Moreno Valley Housing Authority, and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives as an additional insureds. For the Commercial General Liability coverage, said parties shall be named as additional insureds utilizing either:

1. Insurance Services Office ("ISO") Additional Insured endorsement CG 20 10 (11/85); or
2. ISO Additional Insured endorsement CG 20 10 (10/01) and Additional Insured Completed Operations endorsement CG 20 37 (10/01); or
3. Substitute endorsements providing equivalent coverage, approved by the City.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The coverage shall contain no special limitations on the scope of protection afforded to such additional insureds. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.

Waivers of Subrogation. All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the Moreno Valley Community Services District (CSD), the City of Moreno Valley, the City Council and each member thereof, and the Moreno Valley Housing Authority, and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives.

Primary Coverage. All policies and endorsements shall stipulate that the Contractor's (and the subcontractors') insurance coverage shall be primary insurance as respects the Moreno Valley Community Services District (CSD), the City of Moreno Valley, the City Council and each member thereof, and the Moreno Valley Housing Authority, and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives, and shall be excess of the Contractor's (and its subcontractors') insurance and shall not contribute with it.

Coverage Applies Separately to Each Insured and Additional Insured. Coverage shall state that the Contractor's (and its subcontractors') insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage shall apply to any claim or suit brought by an additional insured against a named insured or other insured.

Self-Insurance. Any self-insurance (including deductibles or self-insured retention in excess of $50,000) in lieu of liability insurance must be declared by Contractor and approved by the City in writing prior to execution of the Agreement. The City's approval of self-insurance, if any, is within the City's sole discretion and is subject to the following conditions:

Contractor must, at all times during the term of the Agreement and for a period of at least **one (1) year** after completion of the Project maintain and upon Owner's reasonable request provide evidence of:

1. Contractor's "net worth" (defined as "total assets" [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property and equipment and intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;
2. financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill;) and
3. a claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.

If at any time after such self-insurance has been approved Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this

Paragraph G, at the option of the City:

1. the Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph G and otherwise on the terms required above; or
2. the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, the CSD, its officers, officials, employees and volunteers; or
3. the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

Insurer Financial Rating. Insurance companies providing insurance hereunder shall be rated A-:VII or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

Notices to CSD of Cancellation or Changes. Each insurance policy described in Paragraph G shall contain a provision or be endorsed to state that coverage will not be cancelled without **thirty (30) days'** prior written notice by certified or registered mail to the CSD (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to the CSD), except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. If an insurance carrier cancels any policy or elects not to renew any policy required to be maintained by Contractor pursuant to the Contract Documents, Contractor agrees to give written notice to the CSD at the address indicated on the first page of the Agreement. Contractor agrees to provide the same notice of cancellation and non-renewal to the CSD that is required by such policy(ies) to be provided to the First Named Insured under such policy(ies). Contractor shall provide confirmation that the required policies have been renewed not less than seven (7) days prior to the expiration of existing coverages and shall deliver renewal or replacement policies, certificates and endorsements to the City Clerk within fourteen (14) days of the expiration of existing coverages. Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City Clerk copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

Commercial General Liability. Coverage shall be written on an ISO Commercial General Liability "occurrence" form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the CSD Special Provisions.

Contractor shall maintain Commercial General Liability insurance with the following minimum limits: $1,000,000 per occurrence / $2,000,000 aggregate / $2,000,000 products-completed operations.

Business Automobile Liability. Coverage shall be written on ISO form CA 00 01 (12/93 or later edition) or a substitute form providing equivalent coverage for owned, hired, leased and non-owned vehicles, whether scheduled or not, with $1,000,000 combined single limit per accident for bodily injury and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

Workers' Compensation. Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job.

Compliance is accomplished in one of the following manners:

1. Provide copy of permissive self-insurance certificate approved by the State of California; or
2. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of **$1,000,000** per accident; or
3. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

Subcontractors' Insurance. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

G. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the CSD unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The CSD and the Contractor agree that to the extent permitted by law, until final approval by the CSD, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

H. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

(a) The CSD may terminate this Agreement without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the CSD. The CSD shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

(b) Either party may terminate this Agreement for cause. In the event the CSD terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.

Payment. Payments to the Contractor pursuant to this Agreement will be reported to federal and state taxing authorities as required. The CSD will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the CSD's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement. No payment shall be made until the product has been fully installed, inspected and certified by an authorized Certified Playground Safety Inspector (CPSI).

I. Stop Notice Withholds. The CSD may withhold payments to cover claims filed under Civil Code § 3179 et seq.

J. Restrictions on CSD/City Employees. The Contractor shall not employ any CSD or City employee or official in the work performed pursuant to this Agreement. No officer or

employee of the CSD or City shall have any financial interest in this Agreement in violation of federal, state, or local law.

K. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

L. Legal Action. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Contract Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgement proceedings to enforce any judgments in connection with this Contract Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgement.

M. Warranty. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Contract fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

N. Prevailing Wage. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations and Prevailing Wage Rates. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents. The Contractor shall submit a list of all trades utilized in the project and corresponding DIR wage determinations. Certified payroll reports, Certificates of Compliance and Fringe Benefit Statements shall be submitted weekly.

O. Records. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after Final Acceptance.

P. Performance. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the CSD.

Q. Workers' Compensation. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Contract.

R. Contract Commencement. The effective date of this Contract Agreement shall be the date of the Award of Contract by the CSD.

S. Licensing. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the

Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826.Mailing address: P.O.Box 26000,Sacramento, CA 95826.

T. City of Moreno Valley Business License. The Contractor and all subcontractors shall obtain and keep current a City of Moreno Valley Business License prior to commencement and throughout the duration of the Work.

U. Successors and Assigns. The parties bind themselves, their heirs, executors, administrators, successors and assigns the covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not, either voluntarily or by action of law, assign any right or obligation of the Contractor under the Contract Documents without prior written consent of the CSD.

V. Unconditional Release of Materials and Labor. Prior to final payment for material and labor, the Contractor shall provide the CSD Unconditional Wavers of Release for all products and associated labor.

W. Certification. Prior to final payment, the Contractor shall provide a Certification of Compliance letter, from a Certified Playground Inspector (CPSI), stating that all playground materials were installed in compliance with the United States Consumer Product Safety Commission (CPSC) guidelines.

X. Bonds.

Performance Bond. The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the CSD. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contact Documents as may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the CSD and the CSD's Separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

Labor and Materials Payment Bond. The Contractor shall furnish a satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the CSD in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, form, or entity eligible to file a stop notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the CSD. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the CSD.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the CSD, become non-responsible or unacceptable, the Contractor shall, within ten (10)

Calendar Days after receiving notice from the CSD, provide written documentation to the Satisfaction of the CSD that Contractor has secured new or additional sureties for the bonds; otherwise the Contractor shall be in default of the Contract. No further payments shall be deemed due or will be made under Contract until a new surety(ies) qualifies and is accepted by the CSD.

Contractor agrees that the Labor and Materials Payment Bond and Faithful Performance Bond attached to this Agreement are for reference purposes only, and shall not be considered a part of this Agreement. Contractor further agrees that said bonds are separate obligations of the Contractor and its surety, and that any attorney's fee provision contained in any payment bond or performance bond shall not apply to this Agreement. In the event there is any litigation between the parties arising from the breach of this Agreement, each party will bear its own attorneys' fees in the litigation.

INDEPENDENT CONTRACTOR AGREEMENT
PLAYGROUND EQUIPMENT AT EL POTRERO, FAIRWAY & WESTBLUFF PARKS
PROJECT 12/13-80700045057

SIGNATURE PAGE TO FOLLOW

Moreno Valley Community Services District

BY:_____
President of the Board of Directors

DATE:_____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Parks and Community Services Director
(if contract exceeds $15,000)

_____
Date

Miracle Recreation Equipment Company

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. A general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT PROJECT #12/13-807-0004-50-57
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly appears above in the notary section or a separate acknowledgment form must property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
- Indicate title or type of attached document, number of pages and date.
- Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO._____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

Moreno Valley Community Services District of the City of Moreno Valley
PLAYGROUND EQUIPMENT AT EL POTRERO, FAIRWAY & WESTBLUFF PARKS
PROJECT 12/13-80700045057

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the Moreno Valley Community Services District of the City of Moreno Valley, County of Riverside, State of California, known as "CSD," has awarded to Miracle Recreation Equipment Company as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the President of the Board of Directors, and identified as Project No. 12/13-80700045057, and all Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the Moreno Valley Community Services District of the City of Moreno Valley, County of Riverside in the penal sum of three-hundred fifty-six thousand nine-hundred twenty-eight and 11/100 dollars, ($ 356,928.11), lawful money of the United States, to be paid to the said CSD or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the CSD or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the CSD in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- **The bond shall be executed by a California admitted surety insurer (CCP 995.311).**
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact.**
- **The bond shall include an attached Notary Certificate for the Bidder.**
- **The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.**
- **The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.**
- **The Bidder's and Surety's corporate seal may be affixed hereto.**

- CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as maye printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

BOND NO._____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Price)

Moreno Valley Community Services District of the City of Moreno Valley
PLAYGROUND EQUIPMENT AT EL POTRERO, FAIRWAY & WESTBLUFF PARKS
PROJECT 12/13-80700045057

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the Moreno Valley Community Services District of the City of Moreno Valley, County of Riverside, State of California, known as "CSD," has awarded to Miracle Recreation Equipment Company as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the President of the Board of Directors, and identified as Project No. 12/13-80700045057, and all Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the Moreno Valley Community Services District of the City of Moreno Valley, County of Riverside in the penal sum of three-hundred fifty-six thousand nine-hundred twenty-eight and 11/100 dollars, ($ 356,928.11), lawful money of the United States, to be paid to the said CSD or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Contract Documents and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the CSD, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the CSD and judgement is recovered, the Surety shall pay all costs incurred by the CSD in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)

Contractor Name: _____

Address: _____

_____

Telephone No.: _____

Print Name: _____

Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

SURETY

Name: _____

Address: _____

_____

Telephone No.: _____

Print Name: _____
Attorney-in-Fact

Signature: _____

NOTE:

- **The bond shall be executed by a California admitted surety insurer (CCP 995.311).**
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact.**
- **The bond shall include an attached Notary Certificate for the Bidder.**
- **The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.**
- **The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.**
- **The Bidder's and Surety's corporate seal may be affixed hereto.**

- CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND
SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

ATTACHMENT 'A'

SCOPE OF WORK

Fairway Park:

1. This is a State of California Prevailing Wage Project; certified payroll is required per the Department of Industrial Relations guidelines.
2. Provide and maintain temporary fence (approx.190 l.f.) around area of work (no barb wire allowed).
3. Demo and dispose of all existing play equipment, footings, ramps, rubber surfacing and its base concrete, sand, soil, engineered wood fiber, or other base material. Excavate play pit materials to a depth minimum of 14".
4. Contractor to provide the CSD a **weight certification and weight in 'Tons'** for all recyclable material (concrete, steel, rubber, etc.) removed from the project. The certification shall be generated from the disposal or recycler facility. The Contractor shall be careful not to contaminate materials with other foreign matter.
5. Install one (1) concrete ADA ramp with a maximum 4.5% slope (direction of travel) and a 1.5% maximum cross slope. The ramp must extend to the bottom of the play pit and have a minimum 6" high protective edge. All ramps shall be compliant with ADA/Title 24 and have 6' landings. Ramps shall be reinforced with #4 rebar @ 24" on center. Minimum thickness of concrete shall be no less than 6". Base material for ramp must be Class-II, compacted to 95%.
6. Install two (2) large sump drains (36" wide x 72" deep), utilizing drainage fabric and ¾" washed gravel and filter fabric. The grade shall slope approximately 2% toward the sumps.
7. Install Kid's Choice modular play structure with one (1) Integral 18' x 18' Playcover and Nexus play equipment.
8. Install a minimum of 1760 square feet of Fibar System 312 (including filter cloth and drainage channels) to a minimum compacted depth of 12". Contractor shall make allowances for the extra depth created by the drainage slope. The finished surface of Fibar shall be level across the perimeter of the play pit. Compaction shall be using water and a power whacker or equal.
9. Replace/repair turf, plant and or hardscape damage caused by construction vehicles and/or equipment.
10. Contractor to supply product submittals and shop drawings. Concrete shall be Greenbook 560C-3250 PSI for footings and Greenbook 560C-3250 PSI for flatwork. Fly ash will not be permitted on any concrete. Contractor shall compact all footing excavations and flatwork sub base to 90%.
11. Contractor shall notify Underground Service Alert, prior to any excavation.
12. Contractor to provide unconditional releases from all material suppliers and subcontractors.

El Potrero Park:

1. This is a State of California Prevailing Wage Project; certified payroll is required per the Department of Industrial Relations guidelines.
2. Provide and maintain temporary fence (approx. 240 l.f.) around area of work (no barb wire allowed).
3. Demo and dispose of all existing play equipment, footings, ramps, rubber surfacing and its base concrete, sand, soil, engineered wood fiber, or other base material. Excavate play pit materials to a depth minimum of 14".
4. Contractor to provide the CSD a **weight certification and weight in 'Tons'** for all recyclable material (concrete, steel, rubber, etc.) removed from the project. The certification shall be generated from the disposal or recycler facility. The Contractor shall be careful not to contaminate materials with other foreign matter.
5. Install one (1) concrete ADA ramp with a maximum 4.5% slope (direction of travel) and a 1.5% maximum cross slope. The ramp must extend to the bottom of the play pit and have a minimum 6" high protective edge. All ramps shall be compliant with ADA/Title 24 and have 6' landings. Ramps shall be reinforced with #4 rebar @ 24" on center. Minimum thickness of concrete shall be no less than 6". Base material for ramp must be Class-II, compacted to 95%.
6. Install two (2) large sump drains (36" wide x 72" deep), utilizing drainage fabric and ¾" washed gravel and filter fabric. The grade shall slope approximately 2% toward the sumps.
7. Install Kid's Choice modular play structure and UPC Rocks and ropes course.
8. Install a minimum of 2003 square feet of Fibar System 312 (including filter cloth and drainage channels) to a minimum compacted depth of 12". Contractor shall make allowances for the extra depth created by the drainage slope. The finished surface of Fibar shall be level across the perimeter of the play pit. Compaction shall be using water and a power whacker or equal.
9. Replace/repair turf, plant and or hardscape damage caused by construction vehicles and/or equipment.
10. Contractor to supply product submittals and shop drawings. Concrete shall be Greenbook 560C-3250 PSI for footings and Greenbook 560C-3250 PSI for flatwork. Fly ash will not be permitted on any concrete. Contractor shall compact all footing excavations and flatwork sub base to 90%.
11. Contractor shall notify Underground Service Alert, prior to any excavation.
12. Contractor to provide unconditional releases from all material suppliers and subcontractors.

Westbluff Park:

1. This is a State of California Prevailing Wage Project; certified payroll is required per the Department of Industrial Relations guidelines.
2. Provide and maintain temporary fence (approx. 360 l.f.) around area of work (no barb wire allowed).
3. Demo and dispose of all existing play equipment, footings, ramps, rubber surfacing and its base concrete, sand, soil, engineered wood fiber, or other base material. Excavate play pit materials to a depth minimum of 14".
4. Contractor to provide the CSD a **weight certification and weight in 'Tons'** for all recyclable material (concrete, steel, rubber, etc.) removed from the project. The certification shall be generated from the disposal or recycler facility. The Contractor shall be careful not to contaminate materials with other foreign matter.
5. Install one (1) concrete ADA ramp with a maximum 4.5% slope (direction of travel) and a 1.5% maximum cross slope. The ramp must extend to the bottom of the play pit and have a minimum 6" high protective edge. All ramps shall be compliant with ADA/Title 24 and have 6' landings. Ramps shall be reinforced with #4 rebar @ 24" on center. Minimum thickness of concrete shall be no less than 6". Base material for ramp must be Class-II, compacted to 95%.
6. Install two (2) large sump drains (36" wide x 72" deep), utilizing drainage fabric and ¾" washed gravel and filter fabric. The grade shall slope approximately 2% toward the sumps.
7. Install Kid's Choice Mega Tower play structure, saddle seats, two (2) bay swing and 2-5 play structure with one (1) 18' x 18' Playcover.
8. Install a minimum of 4890 square feet of Fibar System 312 (including filter cloth and drainage channels) to a minimum compacted depth of 12". Contractor shall make allowances for the extra depth created by the drainage slope. The finished surface of Fibar shall be level across the perimeter of the play pit. Compaction shall be using water and a power whacker or equal.
9. Replace/repair turf, plant and or hardscape damage caused by construction vehicles and/or equipment.
10. Contractor to supply product submittals and shop drawings. Concrete shall be Greenbook 560C-3250 PSI for footings and Greenbook 560C-3250 PSI for flatwork. Fly ash will not be permitted on any concrete. Contractor shall compact all footing excavations and flatwork sub base to 90%.
11. Contractor shall notify Underground Service Alert, prior to any excavation.
12. Contractor to provide unconditional releases from all material suppliers and subcontractors.

ATTACHMENT 'B'

CSD'S RESPONSIBILITY AND PROJECT LOCATIONS

→ Provide Contractor access and water to the site.

→ Ensure irrigation water is off as necessary for the Contractor to perform their duties. The Contractor shall notify the Park Maintenance Division one working day in advance to have irrigation turned off.

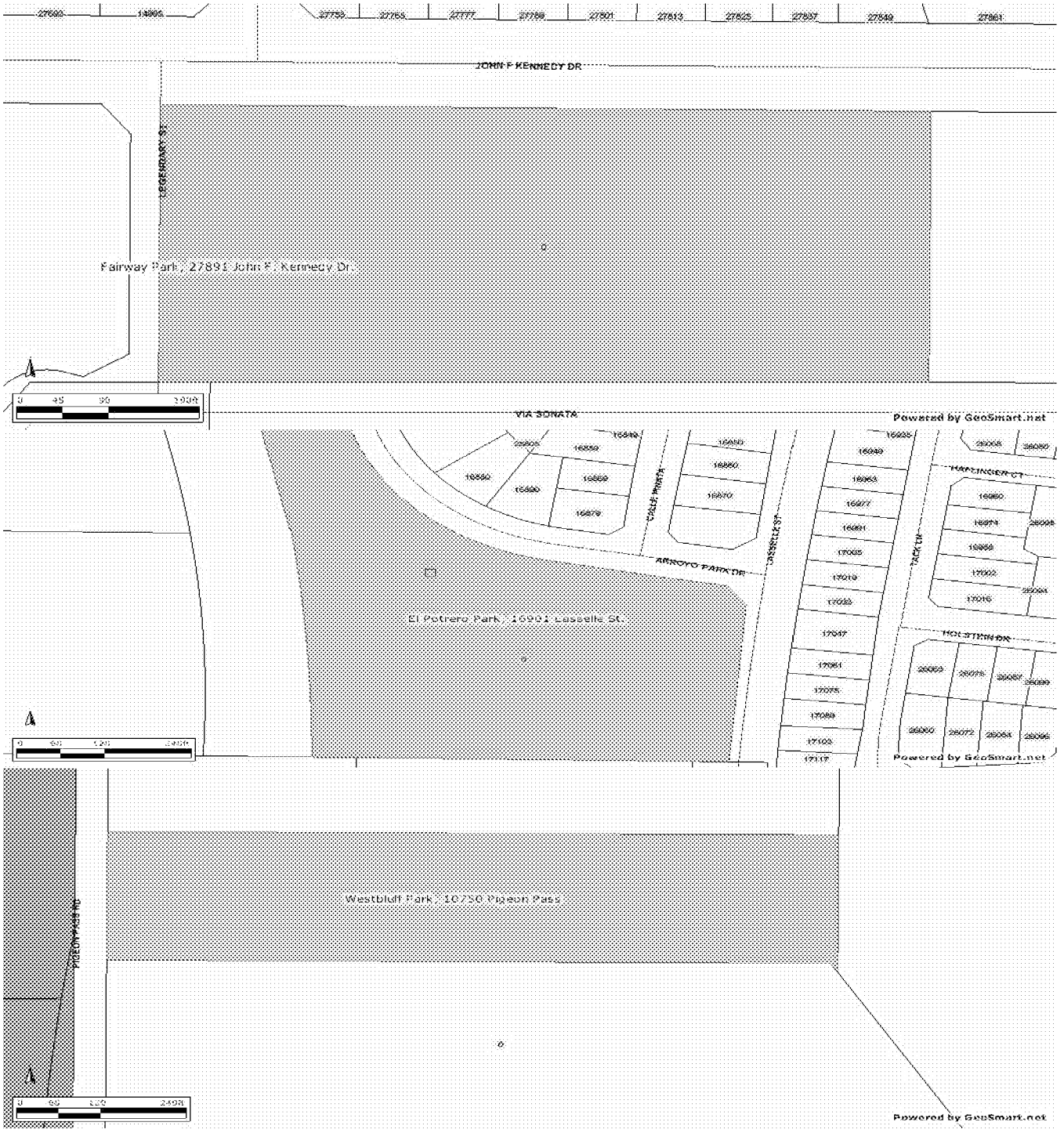

ATTACHMENT 'C'

TERMS OF PAYMENT

1. The Contractor's total compensation shall not exceed $ 356,928.11 for Fairway Park, El Potrero Park, and Westbluff Park play equipment installed complete, per quote and HGAC contract.

2. The Contractor will submit one invoice to the CSD along with documentation evidencing services completed. At no time will the CSD pay for more services than have been satisfactorily completed and the CSD's determination of the amount due shall be final.

3. The CSD shall pay the Contractor for all invoiced, materials and labor as identified in the contract within thirty (30) days of completion, inspection and certification of compliance with national standards set by the American Society for Testing and Materials (ASTM) and Consumer Safety Commission (CPSC), performed by an approved Certified Playground Safety Inspector (CPSI).

4. Any fees for authorized professional services furnished by the Contractor which have not been paid or contested by the CSD within thirty (30) days of the CSD's receipt and of the invoice for such service will be subject to a late charge of one percent (1%) of the unpaid amount for each month for which payment has not been received by the Contractor. For invoices received prior to acceptance, the acceptance date will be utilized as the invoiced date.

Attachment D

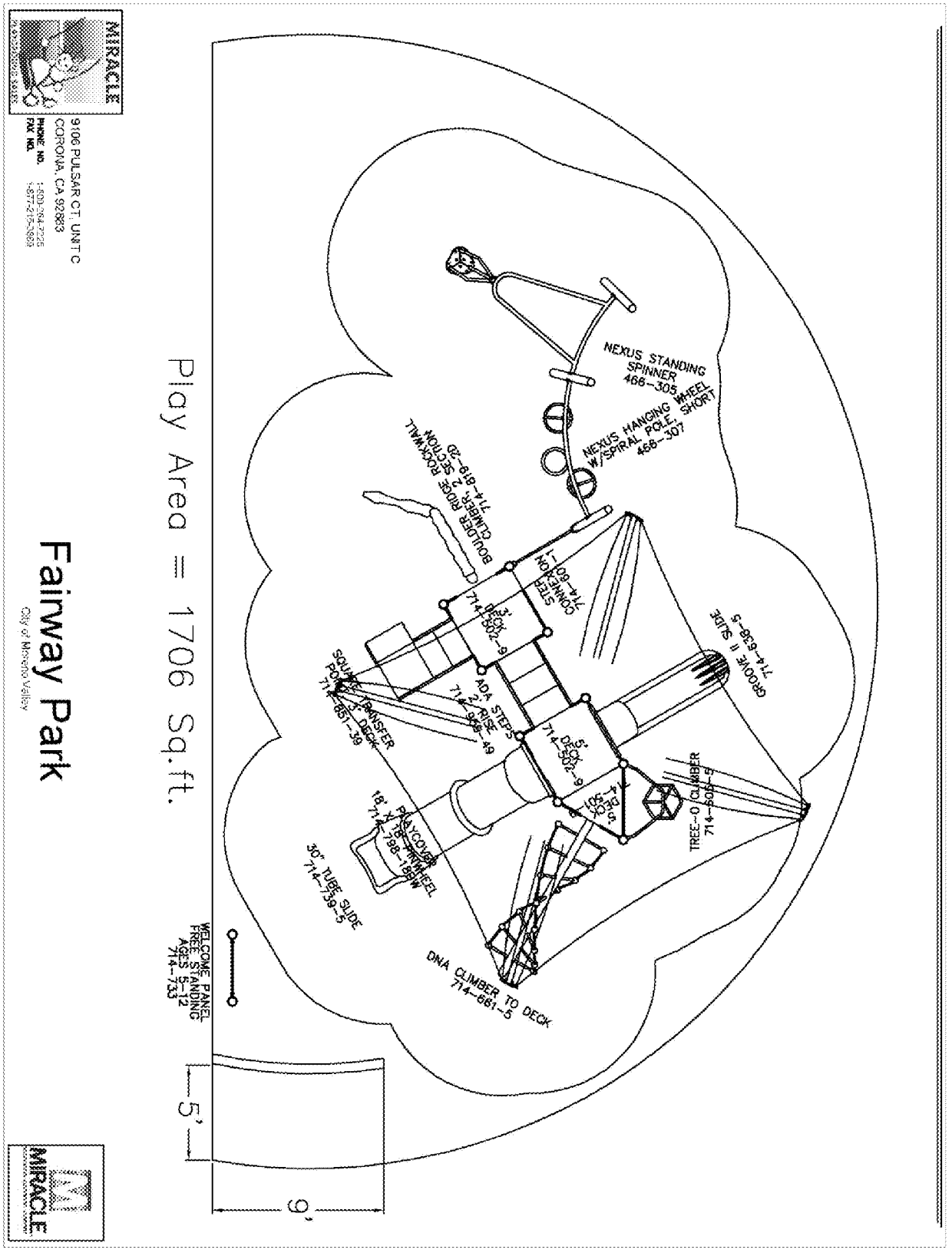

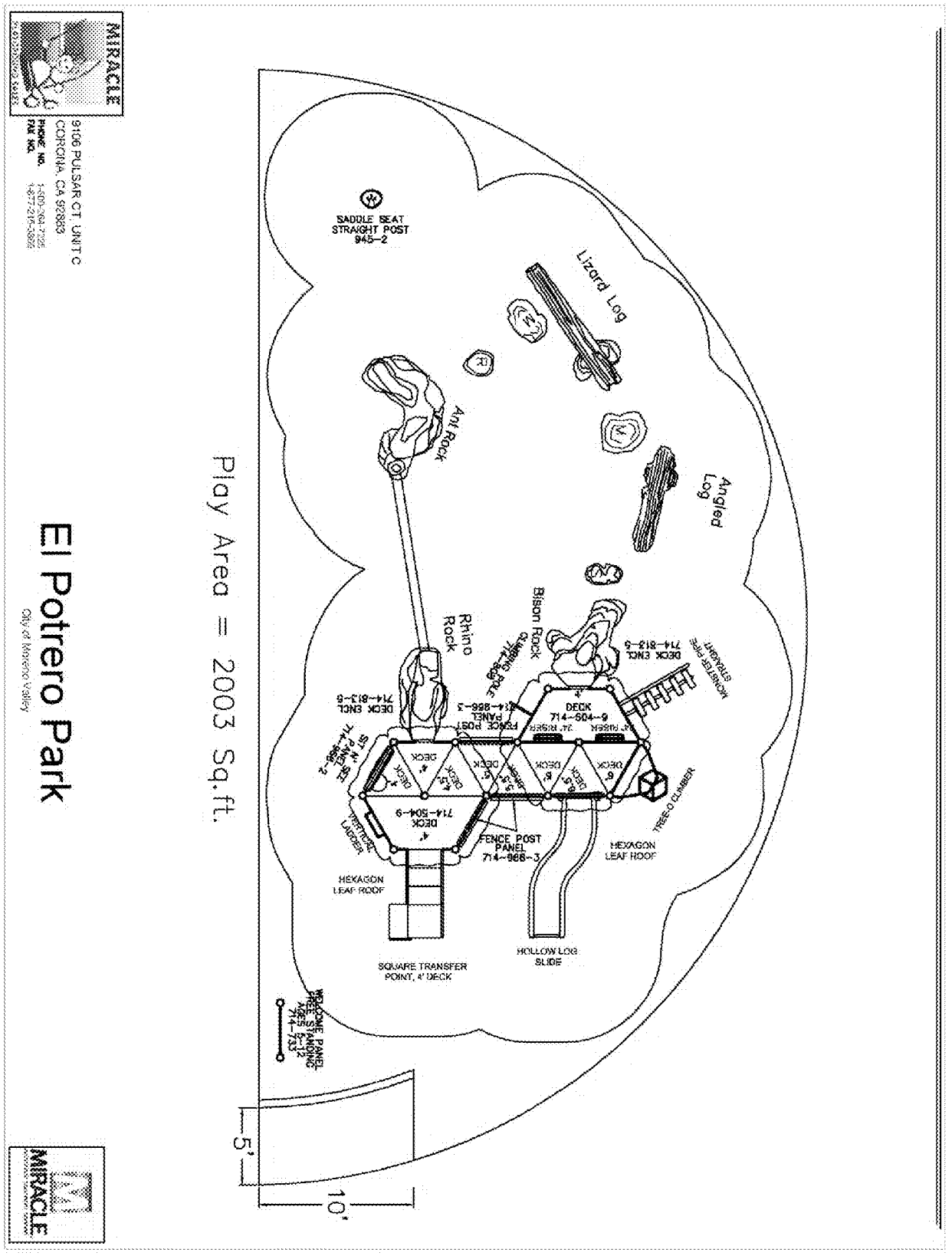
MIRACLE
9106 PULSAR CT. UNIT C
CORONA, CA 92883
PHONE NO. 1-800-364-7225
FAX NO. 1-877-316-3866
El Potrero Park
City of Moreno Valley
Play Area = 2003 Sq.ft.
SADDLE SEAT STRAIGHT POST 945-2
Lizard Log
Ant Rock
Angled Log
Rhino Rock
Bison Rock
DECK 714-604-9
DECK ENCL 714-813-5
FENCE POST PANEL 714-966-3
HEXAGON LEAF ROOF
HOLLOW LOG SLIDE
SQUARE TRANSFER POINT, 4' DECK
TREE-O CLIMBER
VERTICAL LADDER
5'
10'
MIRACLE

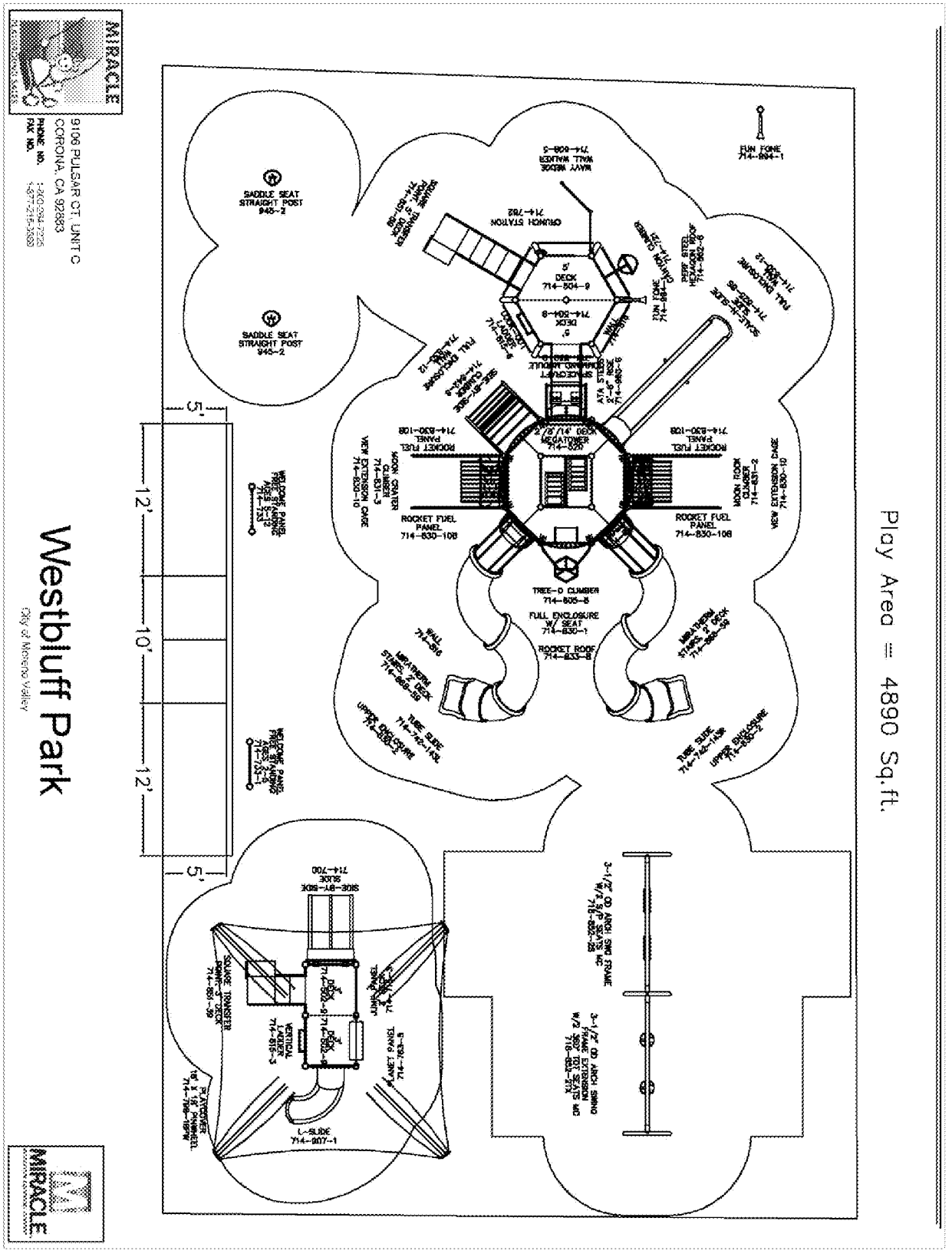
MIRACLE
9106 PULSAR CT. UNIT C
CORONA, CA 92883
PHONE NO. 1-800-594-7225
FAX NO. 1-877-215-3663
Westbluff Park
City of Moreno Valley
Play Area = 4890 Sq.ft.
12'
10'
12'
1.5'
1.5'
SADDLE SEAT STRAIGHT POST 945-2
SADDLE SEAT STRAIGHT POST 945-2
FUN FONE 714-894-1
CRUNCH STATION 714-782
MEGATOWER 714-826
ROCKET FUEL PANEL 714-830-108
ROCKET FUEL PANEL 714-830-108
ROCKET FUEL PANEL 714-830-108
ROCKET FUEL PANEL 714-830-108
TREE-D CLIMBER 714-805-8
FULL ENCLOSURE W/ SEAT 714-830-1
ROCKET ROOF 714-833-8
TUBE SLIDE 714-740-14SW
UPPER ENCLOSURE 714-830-2
SLIDE-BY-SIDE SLIDE 714-700
U-SLIDE 714-807-1
SQUARE TRANSFER 714-850-36
VERTICAL LADDER 714-815-3
PLAYTOWER 714-816-8SP-PW
3-1/2" OD ARCH SWING FRAME W/ 2 SEATS 714-826-28
3-1/2" OD ARCH SWING FRAME EXTENSION W/ 2 SEATS 714-826-28

Attachment E

Miracle

Miracle Recreation Equipment Co

8845 Solution Center
Chicago IL 60677-8004

QUOTATION

Date	Estimate #
6/10/2013	2013-1392

Phone # 800-264-7225
Fax # 877-215-3869

E-mail sales@miracleplayground.com
Web Site www.miracle-recreation.com

Name / Address
City of Moreno Valley

ALL PURCHASE ORDERS
MUST HAVE THIS ADDRESS:
8445 Solution Center
Chicago IL 60677-8004

Project	Terms	Rep	FOB
3 Parks - HGAC	Net 30	Rob	factory

Item	Description	Qty	Rate	Total
	Part A			
Miracle	Kids Choice/RNR play structure #CD197478 - El Potrero Park	1	63,927.20	63,927.20T
Miracle	Mega Tower play structure #Westbluff - West Bluff Park	1	146,694.00	146,694.00T
Miracle	Kids Choice play structure #CD197456 - Fairway Park	1	37,436.00	37,436.00T
	Part B			
Fibar	Fibar Surfacing - 3 parks	1	20,221.46	20,221.46
	Part C			
Freight	Commercial Freight - El Potrero Park	1	5,782.16	5,782.16
Freight	Commercial Freight - Westbluff Park	1	6,586.00	6,586.00
Freight	Commercial Freight - Fairway Park	1	3,195.22	3,195.22
Miracle	Miracle Discount - El Potrero	1	-7,589.50	-7,589.50T
Miracle	Miracle Discount - Westbluff Park	1	-44,004.20	-44,004.20T
Miracle	Miracle Discount - Fairway Park	1	-11,230.80	-11,230.80T
Installation	Installation of play equipment Fairway, Westbluff and El Portrero Parks	1	74,417.16	74,417.16
Installation	Installation of Fibar surfacing	1	6,066.30	6,066.30
Installation	Site work & equipment removal	1	33,608.49	33,608.49

This Quote is Valid for 30 Days

Subtotal

This quote shall not become bindng until signed and delivered by both customer and Miracle Recreation "Miracle". To submit this offer, please sign and forward a complete copy of this quote via fax to 877-215-3869 or email sales@miracleplayground.com.

Sales Tax (8.0%)

Total

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by the customer in writing or otherwise, as materials alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net 30 days from invoice with approved credit and all charges are due and payable in full at 8445 Solution Center Lockbox 778445 Chicago IL 60677-8004 unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the equipment at its own expense. Purchase orders and payments should be made to Miracle Recreation.

Miracle

Miracle Recreation Equipment Co

8845 Solution Center
Chicago IL 60677-8004

QUOTATION

Date	Estimate #
6/10/2013	2013-1392

Phone # 800-264-7225
Fax # 877-215-3869

E-mail sales@miracleplayground.com
Web Site www.miracle-recreation.com

Name / Address
City of Moreno Valley

ALL PURCHASE ORDERS
MUST HAVE THIS ADDRESS:
8445 Solution Center
Chicago IL 60677-8004

Project	Terms	Rep	FOB
3 Parks - HGAC	Net 30	Rob	factory

Item	Description	Qty	Rate	Total
Miracle	Bonding fees	1	7,000.00	7,000.00
HGAC	All pricing based on HGAC Contract. Please see attached interlocal contract.		0.00	0.00T

This Quote is Valid for 30 Days

This quote shall not become bindng until signed and delivered by both customer and Miracle Recreation "Miracle". To submit this offer, please sign and forward a complete copy of this quote via fax to 877-215-3869 or email sales@miracleplayground.com.

Subtotal	$342,109.49
Sales Tax (8.0%)	$14,818.62
Total	$356,928.11

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by the customer in writing or otherwise, as materials alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net 30 days from invoice with approved credit and all charges are due and payable in full at 8445 Solution Center Lockbox 778445 Chicago IL 60677-8004 unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the equipment at its own expense. Purchase orders and payments should be made to Miracle Recreation.

HGACBuy THE SMART PURCHASING SOLUTION

Save Time and Money Buying and Installing Playground and Playground Surfacing by Using H-GAC Purchasing Agreements

PLAYGROUND EQUIPMENT AND SURFACING AVAILABLE

- **Miracle Recreation Equipment Company**
- **HAGS**
- **Xccent**
- **Fibar Engineered Wood Fiber**
- **Fibar Pour In Place Rubber Surfacing**

GENERAL INFORMATION

HGACBuy is a "Government-to-Government" procurement service available nationwide. Governmental entities have been procuring products and services through HGACBuy for over 30 years.

As a unit of local government assisting other local governments, HGACBuy strives to make the governmental procurement process more efficient by establishing competitively priced contracts for goods and services, and providing the customer service necessary to help its members achieve their procurement goals. All contracts available to members of HGACBuy have been **awarded by virtue of a public competitive procurement process compliant with state statutes**.

All units of local government, including non-profits providing governmental services, are eligible to join HGACBuy.

USING THE PROGRAM

Types of Participating Users

- Municipalities, Cities, Counties and State Agencies
- Councils of Government
- Schools, School Districts, Colleges, Universities
- Hospitals and Hospital Districts
- Emergency Medical Services and Services Districts

- Volunteer Fire Departments and Rural Fire Prevention Districts
- Special Law Enforcement Jurisdictions
- Judicial Courts & Districts
- Emergency Communications Districts
- Utility Districts (MUDs, WCIDs, Irrigation, etc.)
- Special Districts
- Authorities (Airport, Port, River, Water, Toll Road, etc.)
- State Agencies
- Not-for-Profit Corporations [501(c)(3)] providing government functions and services. (Special requirements apply: See Program Info/Executing an Interlocal Contract with HGACBuy)

The Texas Interlocal Cooperation Act (ILC)

Most States in the United States have either Interlocal Cooperation or Joint Powers authority to allow local governments in those states to join and participate in programs like HGACBuy.

State of California Statutes
California Code
California Government Code
Title 1 General
Division 7 Miscellaneous
Chapter 5 Joint Exercise of Powers
Article 1 Joint Powers Agreements
§ 6500 Government.

As used in this article, "public agency" includes, but is not limited to, the federal government or any federal department or agency, this state, another state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission of this state or another state, or any joint powers authority formed pursuant to this article by any of these agencies.

§ 6502 Government.

If authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties, even though one or more of the contracting agencies may be located outside this state.

It shall not be necessary that any power common to the contracting parties be exercisable by each such contracting party with respect to the geographical area in

which such power is to be jointly exercised. For purposes of this section, two or more public agencies having the power to conduct agricultural, livestock, industrial, cultural, or other fairs or exhibitions shall be deemed to have common power with respect to any such fair or exhibition conducted by any one or more of such public agencies or by an entity created pursuant to a joint powers agreement entered into by such public agencies.

State of Arizona Statutes
Title 11 Counties
Chapter 7 Intergovernmental Operations
Article 3 Joint Exercise of Powers
§ 11-951. Definitions

For the purposes of this article, the term "public agency" shall include the federal government or any federal department or agency Indian tribe, this state, any other state, all departments, agencies, boards and commissions of this state or any other state, counties, school districts, cities, towns, all municipal corporations, and any other political subdivisions of the state or any other state.

§ 11-952. Intergovernmental agreements and contracts

If authorized by their legislative or other governing bodies, two or more public agencies by direct contract or agreement may contract for services or jointly exercise any powers common to the contracting parties and may enter into agreements with one another for joint or cooperative action or may form a separate legal entity, including a nonprofit corporation, to contract for or perform some or all of the services specified in the contract or agreement or exercise those powers jointly held by the contracting parties, except that if two or more school districts arrange to become contracting parties under the terms of this section, such contract shall first be approved by the state board of education

State of Nevada Statutes
Title 27 – Public Property and Purchasing
Chapter 232 Purchasing: Local Governments
General Provisions
§ NRS 332.015 "Local government" defined.
For the purpose of this chapter, unless the context otherwise requires, "local government" means:

1. Every political subdivision or other entity which has the right to levy or receive money from ad valorem taxes or other taxes or from any mandatory assessments, including counties, cities, towns, school districts and other districts organized pursuant to chapters 244, 309, 318, 379, 450, 473, 474, 539, 541, 543 and 555 of NRS.
2. The Las Vegas Valley Water District created pursuant to the provisions of chapter 167, Statutes of Nevada 1947, as amended.
3. County fair and recreation boards and convention authorities created pursuant to the provisions of NRS 244A.597 to 244A.655, inclusive.
4. District boards of health created pursuant to the provisions of NRS 439.370 to 439.410, inclusive.
5. The Nevada Rural Housing Authority.

§ NRS 332.195 Joinder or mutual use of contracts by local governments.

1. A governing body or its authorized representative may join or use the contracts of other local governments located within or outside this state with the authorization of the contracting vendor. The originally contracting local government is not liable for the obligations of the local government which joins or uses the contract.
2. A governing body or its authorized representative may join or use the contracts of the State of Nevada or another state with the authorization of the contracting vendor. The State of Nevada or other state is not liable for the obligations of the local government which joins or uses the contract.

§ NRS 332.115 Contracts not adapted to award by competitive bidding; purchase of equipment by local law enforcement agency or local fire department; purchase of goods commonly used by hospital.

1. Contracts which by their nature are not adapted to award by competitive bidding, including contracts for:

(m) Supplies, materials or equipment that are available pursuant to an agreement with a vendor that has entered into an agreement with the General Services Administration or another governmental agency located within or outside this state

In 1971, the Texas Legislature passed the Interlocal Cooperation Act [Texas Government Code, Title 7, Chapter 791] to promote activities among local governments across Texas. Any local government or non-profit providing government services may contract or agree with one or more local governments under the terms of this Act to conduct purchasing and other administrative functions. The following excerpt from the Act states that... "The Interlocal Cooperation Act's purpose is to improve the efficiency

and effectiveness of local governments by authorizing the fullest possible range of inter-governmental contracting authority at the local level including contracts between all political subdivisions of the state and agencies of the state.

Legal Authority

Governmental entities join HGACBuy by execution of an Interlocal Contract (ILC). By executing the ILC, the End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a qualifying non-profit corporation, county, municipality, special district, or other political subdivision of the State of Texas, or another state, and (2) it possesses adequate legal authority to enter into this Contract.

Scope of H-GAC's Professional Services

When participating in HGACBuy, members make their purchase orders out to, and directly pay, the HGACBuy contractor (Miracle Recreation). However, H-GAC does act as the designated purchasing agent on behalf of participating End Users by performing specific services including, but not limited to:

- Conducting research and surveys
- Developing specifications for each product/service
- Soliciting vendor participation
- Issuing specifications documents
- Conducting pre-bid/pre-proposal conferences
- Opening bid/proposal responses
- Evaluating responses
- Issuing Vendor Contracts awarded by the H-GAC Board of Directors
- Certifying contract validity
- Contracts Administration

Interlocal Contract Renewals

Provisions of the Interlocal Cooperation Act provide for annual renewal of Interlocal Contracts. The contract document issued by HGACBuy contains a provision for automatic annual renewal. Unless an updated contract document is requested, or statutory change occurs, the initial enactment could remain in effect in perpetuity. A permanent identification number is assigned to each End User contract.

Purchasing Statutes Applied to H-GAC Competitive Bid Process

Products offered through HGACBuy have been subjected to either the competitive bid or competitive proposal format based on Texas statutes for Councils of Governments under the Local Government Code Chapter 252. The 76th Legislature, Regular Session, added language that stipulates Councils of Governments shall specifically use "municipal bidding statutes". As administrator, H-GAC's rules of governance apply. In evaluating bid and proposal responses, HGACBuy takes into account any prospective contractor's ability to meet performance requirements. Factors considered include number and location of sales/service facilities, depth of staff, qualifications of technical support personnel, and business continuity. Contractors are expected to service all End Users participating in the Program wherever possible, practical, and not contrary to franchise or dealership agreements.

H-GAC Board of Directors Awards All Contracts

The Board of Directors composed of 35 elected officials awards all H-GAC cooperative purchasing contracts. As a political subdivision of the State of Texas, Board agenda are publicly posted in advance of public meetings. Board meetings are customarily held on the third Tuesday of each month in H-GAC Conference Room A, Second floor, 3555 Timmons Lane, Houston. The Houston-Galveston Area Council is one of Texas' 24 regional councils of governments.

Steps To Placing Purchase Orders Through HGACBuy

Step 1: (first time only) Execute the "Interlocal Contract" (ILC) and return 2 wet signed copies to H-GAC via mail. H-GAC will sign two copies and return one to the End User for their records. The ILC may be faxed to 713-993-4548 for expedited processing.

Step 2: Obtain specific product plans and quotes from Miracle Playground Sales, your local Miracle Recreation, HAGS, Fibar and Xccent representative at (800) 264-7225 or sales@miracleplayground.com.

Step 3: Prepare and submit your purchase order directly to:

Miracle Recreation c/o Miracle Playground Sales
9196 Stellar Ct

Corona CA, 92883
(800) 264-7225 Phone
(951) 676-8706 Fax
sales@miracleplayground.com

A copy of the order along with a copy of the Miracle Recreation written quotation shall be faxed or mailed to HGACBuy at FAX: 713-993-4548. Orders should include specific details regarding the purchase (i.e., name of the End User's contact person, shipping/delivery instructions, and installation details, if any). Miracle Recreation will then invoice End User for all purchases, and End User will pay the contractor directly following delivery and acceptance.

NOTE: Performance Bond

HGACBuy's contractual requirements no longer include a Performance Bond, and bid pricing should reflect this cost saving. However, Miracle Recreation must be prepared to offer a Performance Bond to cover any specific order, if so requested by End User. Miracle Recreation shall quote a price of 2.5% of the total order to End User for provision of any requested Performance Bond. If Performance Bond is requested by End User for a particular order, Miracle Recreation agrees to furnish the Performance Bond within ten (10) days of receipt of End User's purchase order.

HGACBuy Order Confirmation

On most contracts, when a copy of a purchase order is received (see Step 3 above), HGACBuy staff prepares an Order Confirmation, which is then sent to the Member and Miracle Recreation - authorizing Miracle recreation to proceed with the order. This Order Confirmation indicates that Miracle Recreation does have a valid contract with HGACBuy for the products contained on the order. Actual pricing is not verified on the Order Confirmation. For pricing verification prior to issuing the purchase order, contact HGACBuy staff.

Remitting End User Payments For Products and Services Rendered

The prompt payment requirements for products and services rendered through cooperative purchasing states that "…upon delivery of the goods and services purchased, and presentation by Miracle Recreation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay Miracle

Recreation the full amount of the invoice. All contracts between HGACBuy and Miracle Recreation require prompt payment upon delivery of products/services to an End User.

Ownership Passes Directly From Miracle Recreation to End Users

HGACBuy does not at any time take title to any product. Miracle Recreation assigns ownership directly to End Users.

Reimbursement of HGACBuy's Operational Costs

The HGACBuy program is solely funded through the assessment of an administrative fee paid by Miracle Recreation on each order.

End Users Invited to Attend Pre-Bid Conferences

HGACBuy schedules publicly announced pre-bid/pre-proposal specification conferences with manufacturers, distributors, representatives, and dealers for the various product categories offered. These conferences, held throughout each year, are widely attended by the various industry groups represented in the Program. End Users are invited to attend these conferences also.

3-Way Partnership At Work

The three-way partnership between HGACBuy, Program End Users, and Miracle Recreation is a very important relationship that provides vital links to ensure effective cooperative results. Clear, concise communication is essential to making the partnership effective and successful. The contact path includes all three parties: HGACBuy, End User, and Miracle Recreation.

H-GAC's Role:

HGACBuy's role is to conduct product research and surveys, write technical specifications, conduct pre-bid conferences, open bids, and evaluate responses. After contracts are awarded by the H-GAC Board, HGACBuy certifies contract validity, and administers contracts.

The End User's Role: End Users are expected to consult with Miracle Recreations'

representatives for the purpose of determining the exact requirements needed to serve constituents. End Users work with Miracle Recreation's representatives to detail and complete all documentation required when submitting purchase orders.

Miracle Recreation's Role:

HGACBuy relies upon Miracle Recreation and its local representatives to quickly respond to End User inquiries that provide detailed product information and pricing, including priced options for specific products. Miracle Playground Sales will work closely with each End User to meet specific constituent needs.

H-GAC's Bid Notices

The Program's Coordinator for Specifications & Bids directs the bid/proposal cycle for products and services that HGACBuy desires to place under contract on behalf of Members. The near term schedule of procurements is posted on the HGACBuy website under Bid Notices.

Distribution of H-GAC Product Specifications

Product/service specifications and Invitations To Submit Competitive Bids/Proposals are distributed by email to all prospective responders that HGACBuy is aware of. The documents are also posted on the HGACBuy website, and the legally required notices are posted in newspapers, including minority-emphasis publications.

End User Benefits

HGACBuy offers significant benefits to participating End Users whether large, medium, or small size.

- Expedited procurement
- Volume purchasing discounts
- On-duty professional staff assistance
- Research and development of technical specifications
- Contract administration

Contacting HGACBuy
3555 Timmons Ln, Suite 120
Houston, TX 77027
Phone: 800-926-0234

Fax: 713-993-4548
Web: www.HGACBuy.org

Individual staff phone numbers and emails may be found on the HGACBuy website under Program Staff.

JOINING HGACBUY BY EXECUTING AN INTERLOCAL CONTRACT (ILC)

In order to participate in HGACBuy, you must:

1. Be a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service); and
2. Possess legal authority to enter into the Contract.

End User warrants that both requirements are fulfilled by execution of an ILC.

Steps For Completion And Processing:

Step 1:

Print two copies of the appropriate HGACBuy ILC Form and fill in all required information, including the date your governing body authorized the ILC.

Step 2:

Secure signature by an individual with authority to contractually bind your entity.

Step 3:

Send both documents **with original signatures** to HGACBuy at the address indicated on the ILC Form.

Step 4:

HGACBuy will execute both copies of the contract and return one to you.

Special Requirements For Non-Profit Corporations:

Qualifying non-profit corporations providing one or more government services (e.g. Volunteer Fire Departments, Emergency Medical Services) must also submit the following items together with the ILC documents:

Copy of 501(c)(3) Form

Copy of Charter and By-Laws highlighting section(s) demonstrating that your organization performs a governmental service.

A letter describing the governmental service(s) that your organization performs. (This requirement does not apply to Volunteer Fire Departments or organizations providing Emergency Medical Services).

Fax copies of Interlocal Contracts will be accepted and processed subject to the same requirements as original documents.

FREQUENTLY ASKED QUESTIONS

Q: What is H-GAC?

A: The Houston-Galveston Area Council (H-GAC) is a regional council of governments operating under the laws of the State of Texas and governed by a board comprised of 35 elected officials from the 13 county region. The H-GAC Board awards all contracts, which can then be made available to local governments nationwide thru HGACBuy.

Q: How does HGACBuy work?

A: Government entities join by executing an Interlocal Contract to participate in HGACBuy. This document sets out the conditions, requirements and processes through which an entity's purchase orders are received, confirmed to contract and processed.

Q: Can my entity purchase through HGACBuy?

A: The Texas Interlocal Cooperation Act permits joint participation by local governments, states, state agencies, and certain non-profit corporations. Most states have interlocal cooperation authority or other joint power provisions that allow participation in cooperative activities.

Q: I have to advertise for bids therefore I can't purchase thru HGACBuy.

A: HGACBuy uses mass circulation, minority emphasis print media, and Internet

services to post legal notices and bid solicitations. Therefore, posting of public notices to solicit bids and the formal competitive bid process are satisfied thru HGACBuy procedures.

Q: What other services are offered through the HGACBuy program?

A: Researching products, writing specifications, holding pre-bid conferences, assisting with order placement, contacting vendor reps, helping to resolve order issues, and reviewing and certifying purchase orders to confirm compliance with any specific HGACBuy contract.

Q: What is the difference between HGACBuy and some other cooperatives?

A: HGACBuy is a unit of local government and a political subdivision of the State of Texas. The HGACBuy Program is over 30 years old and specializes in high ticket, capital intensive, products and services that require technical, detailed specifications and extensive professional skills to evaluate bid responses. All products offered through HGACBuy have been awarded by virtue of a public competitive process. There are no annual membership dues required to purchase thru HGACBuy.

Q: Where do I find information on products offered through HGACBuy?

A: Access HGACBuy's web site at www.hgacbuy.org for a complete listing of products with descriptions and prices and/or contractors and contacts.

Q: What products are available thru HGACBuy?

A: Primarily, products that are utilized in Public Safety, Public Works, and Communications, in addition to professional consulting, personnel and financing services. A wide variety of capital equipment is under contract, and thru a unique feature of HGACBuy it can be customized through the use of published and unpublished options to fit your specifications and requirements.

Q: Can I purchase on-line?

A: Because of the nature of most of the products and services we have under contract, we prefer that you speak with a contractor's representative and get a detailed price quote before placing an order. This is to insure that you get what you want, configured

like you want it. Use the HGACBuy website to for basic information and to get the contractor's telephone and email address. After you receive your written quotation and have reviewed it, prepare your purchase order to the Contractor and fax a copy to HGACBuy.

Q: What does it cost to join HGACBuy? How is HGACBuy funded?

A: HGACBuy is a self-funded "Enterprise Fund" government agency, self-supported thru an administrative fee assessed to the contractor. An "Order Processing Charge" (Administrative Fee) will appear on quotation forms for purchases of motor vehicles in the State of Texas in accordance with State of Texas, Department of Transportation - Division of Motor Vehicles requirements.

Q: What are the benefits of HGACBuy? I want to inform my elected officials and staff:

A: We give you access to volume purchasing and discounts. • We put over 200 years of combined purchasing experience to work on your behalf. • We write technical specifications eliminate the need to hire consultants for that purpose. • We absorb the costs associated with publishing legal notices. • We offer you an expedited procurement process so you need not be delayed for months preparing specifications and satisfying all of the other requirements for competitive bids and proposals.

CURRENT USERS OF H-GAC

End User	City
Baldwin Park, City of (CA)	Baldwin Park
Berkeley, City of (CA)	Berkeley
Chico, City of (CA)	Chico
Contra Costa Community College District (CA)	Martinez
Coronado, City of (CA)	Coronado
Fortuna, City of (CA)	Fortuna
Fresno, City of (CA)	Fresno
Gardena, City of (CA)	Gardena
Glendale, City of (California)	Glendale
Humboldt Community Services District (CA)	Eureka
Long Beach Public Transportation Co. (CA)	Long Beach
Los Angeles Unified School District (CA)	Pico Rivera
Manteca, City of (CA)	Manteca
Mendocino, County of (CA)	Ukiah

Monrovia, City of (CA)	Monrovia
Palm Springs, City of (CA)	Palm Springs
Placer County Water Agency (CA)	Auburn
Placer, County of (CA)	Auburn
Porterville, City of (CA)	Porterville
Rancho Cucamonga, City of (CA)	Rancho Cucamonga
Riverside, City of (CA)	Riverside
Sacramento, City of (CA)	Sacramento
Salinas, City of (CA)	Salinas
San Buenaventura, City of (CA)	Ventura
San Diego, County of	San Diego
San Luis Obispo, County of (CA)	San Luis Obispo
San Mateo, City of (CA)	San Mateo
San Miguel Consolidated Fire Protection District (CA)	Spring Valley
Shasta County (CA)	Redding
South Tahoe Public Utility District (CA)	South Lake Tahoe
Stanislaus County (CA)	Modesto
State Center Community College (CA)	Fresno
Truckee, Town of (CA)	Truckee
Ukiah, City of (CA)	Ukiah
Ventura, County of (CA)	Ventura
Wasco, City of (CA)	Wasco

End User	**City**
Avondale, City of (AZ)	Avondale
Buckeye, Town of (AZ)	Buckeye
Casa Grande, City of (AZ)	Casa Grande
Cave Creek, Town of (AZ)	Cave Creek
Chandler, City of	Chandler
Coolidge, City of (AZ)	Coolidge
El Mirage, City of (AZ)	El Mirage
Florence, Town of (AZ)	Florence
Gilbert, Town of (AZ)	Gilbert
Glendale, City of (AZ)	Glendale
Goodyear, City of (AZ)	Goodyear
Lake Havasu City (AZ)	Lake Havasu
Marana, Town of (AZ)	Marana
Maricopa, City of (AZ)	Maricopa
Metro Water District (AZ)	Tucson
Mohave County (AZ)	Kingman
Nogales, City of (AZ)	Nogales
Northwest Fire District (AZ)	Tucson
Oro Valley, Town of (AZ)	Oro Valley

Page, City of (AZ)	Page
Payson, Town of (AZ)	Payson
Peoria, City of (AZ)	Peoria
Phoenix, City of (AZ)	Phoenix
Prescott Valley, The Town of (AZ)	Prescott Valley
Prescott, City of (AZ)	Prescott
Queen Creek, Town of (AZ)	Queen Creek
San Luis, City of (AZ)	San Luis
Scottsdale, City of (AZ)	Scottsdale
Sedona, City of (AZ)	Sedona
Show Low, City of (AZ)	Show Low
Sierra Vista, City of (AZ)	Sierra Vista
Somerton, City of (AZ)	Somerton
Sun City West Fire District (AZ)	Sun City West
Sun Lakes Fire District (AZ)	Sun Lakes
Sunsites-Pearce Volunteer Fire Department (AZ)	Pearce
Surprise, City of (AZ)	Surprise
Tempe, City of (AZ)	Tempe
Tucson Airport Authority (AZ)	Tucson
Wellton, Town of (AZ)	Wellton
Wickenburg, Town of (AZ)	Wickenburg
Yuma County (AZ)	Yuma
Yuma, City of (AZ)	Yuma

End User	**City**
Carson City, City of (NV)	Carson City
Henderson, City of (NV)	Henderson
Nye County (NV)	Tonopah

PARK AND PLAYGROUND EQUIPMENT CONTRACT INFORMATION
Contract No.: PR11-08

Effective Date: Nov 1, 2008 to Oct 31, 2010

RE: Playground and safety surfacing equipment:

(1) Equipment shall be in compliance with CPSC safety standards as expressed in CPSC Publication No. 325: Handbook for Public Playground Safety (most recent version) and ASTM F1487: Standard Consumer Safety Performance Specification for Playground Equipment for Public Use (or most current version).

(2) Playground equipment manufacturers possess IPEMA certification. Surfacing manufacturers shall possess IPEMA certification OR shall provide evidence of compliance to the following ASTM standards: for wood surfacing: F2075: Standard Specification for Engineered Wood Fiber for Use as Playground Safety Surface Under and Around Playground Equipment and F1292: Standard Specification for Impact Attenuation of Surface Systems, Under and Around Playground Equipment (most current versions).

(3) Dealers shall have capability of passing a formal NPSI-CPSI audit if required by HGAC member (by dealer's in-house CPSI certified staff or by third party CPSI-certified auditor).

PRODUCT CODE	MANUFACTURER - CATALOG/PRICE SHEET	CONTRACTOR	DISCOUNT
PR20	Fibar Systems (The Fibar Group, LLC): Fibar Systems Playground Surfacing Systems Catalog - Engineered wood fiber systems - Pour In Place Rubber Surfacing	Miracle Recreation	5%
PR25	Hags Aneby AB: Hags USA Catalog	Miracle Recreation	5%
PR36	Miracle Recreation Equip. Co.: Recreation and Playground Catalog	Miracle Recreation	15%
PR87	Xccent, Inc.: Xccent Catalog	Miracle Recreation	5%

PRODUCTS AND SERVICES AVAILABLE

Services in Contract
Installation of Miracle Hags or Xccent – 30% of list price
Freight and Tax added based on dollars, weight and distance
Installation of Fibar Engineered Wood Fiber – quoted per job
Installation of Pour In Place Rubber Surfacing – Included in price above

Related Extra Services
Can be added to contract up to 25% of the list price of the Products and Services in Contract.

HGACBuy THE SMART PURCHASING SOLUTION | LOGIN

GENERAL PURPOSE & EMERGENCY VEHICLES | INFRASTRUCTURE EQUIPMENT & SERVICES | COMMUNICATIONS EQUIPMENT & SERVICES | GROUNDS FACILITIES & PARKS EQUIPMENT | PUBLIC WORKS EQUIPMENT | EMERGENCY EQUIPMENT & SUPPLIES | CONSULTING LEASING & STAFFING SERVICES | EMERGENCY PREPAREDNESS & DISASTER RECOVERY | COOPERATIVE ENERGY PURCHASING

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INFORMATION ABOUT THE PROGRAM

LIST OF END USERS

Alaska | Alabama | Arkansas | Arizona | California | Colorado | Connecticut | Delaware | Florida | Georgia | Idaho | Illinois | Iowa | Indiana | Kansas | Kentucky | Louisiana | Maryland | Maine | Massachusetts | Michigan | Minnesota | Missouri | Mississippi | Montana | North Carolina | North Dakota | Nebraska | New Jersey | New Mexico | Nevada | New York | Ohio | Oklahoma | Oregon | Pennsylvania | Rhode Island | South Carolina | South Dakota | Tennessee | Texas | Utah | Vermont | Virginia | Washington | West Virginia | Wisconsin | Wyoming |

End User	City
California	
Big Oak Flat-Groveland Unified School District (CA)	Groveland
Bonita Unified School District (CA)	San Dimas
Borrego Springs Fire Protection District (CA)	Borrego Springs
California Congress of Parents and Teachers 31st District PTSA	Van Nuys
California State Polytechnic University Pomona (CA)	Pomona
California State University Fullerton (CA)	Fullerton
Campbell Union School District (CA)	Campbell
Central School District (CA)	Rancho Cucamonga
Chico Unified School District (CA)	Chico
City of Alameda (CA)	Alameda
City of Albany (CA)	Albany
City of Anaheim (CA)	Anaheim
City of Auburn (CA)	Auburn
City of Baldwin Park (CA)	Baldwin Park
City of Bell Gardens (CA)	Bell Gardens
City of Berkeley (CA)	Berkeley
City of Brentwood (CA)	Brentwood
City of Burbank (CA)	Burbank
City of Calabasas (CA)	Calabasas
City of Carlsbad (CA)	Carlsbad
City of Carmel (CA)	Carmel
City of Chico (CA)	Chico
City of Commerce (CA)	Commerce
City of Corning (CA)	Corning
City of Corona (CA)	Corona
City of Coronado (CA)	Coronado
City of Culver City (CA)	Culver City
City of Department of Airport Los Angeles (CA)	Los Angeles
City of Dinuba (CA)	Dinuba
City of Dixon (CA)	Dixon
City of Eureka (CA)	Eureka
City of Fontana (CA)	Fontana
City of Fortuna (CA)	Fortuna
City of Fountain Valley (CA)	Fountain Valley
City of Fresno (CA)	Fresno
City of Gardena (CA)	Gardena
City of Glendale (CA)	Glendale
City of Imperial Beach (CA)	Imperial Beach
City of Irvine (CA)	Irvine
City of La Cañada Flintridge (CA)	La Cañada Flintridge
City of La Mesa (CA)	La Mesa
City of Lakewood (CA)	Lakewood
City of Live Oak (CA)	Live Oak
City of Long Beach(CA)	Long Beach
City of Los Angeles (CA)	Los Angeles
City of Madera (CA)	Madera
City of Manteca (CA)	Manteca
City of Merced (CA)	Merced
City of Monrovia (CA)	Monrovia
City of Monterey Park (CA)	Monterey Park
City of Moreno Valley (CA)	Moreno Valley
City of Oakland (CA)	Oakland
City of Ontario (CA)	Ontario
City of Orange (CA)	Orange
City of Orinda (CA)	Orinda
City of Oroville (CA)	Oroville
City of Oxnard (CA)	Oxnard
City of Palm Springs (CA)	Palm Springs
City of Palmdale (CA)	Palmdale
City of Pasadena (CA)	Pasadena
City of Porterville (CA)	Porterville
City of Portola (CA)	Portola
City of Rancho Cucamonga (CA)	Rancho Cucamonga
City of Riverside (CA)	Riverside
City of Roseville (CA)	Roseville
City of Sacramento (CA)	Sacramento
City of Salinas (CA)	Salinas
City of San Buenaventura (CA)	Ventura
City of San Clemente (CA)	San Clemente
City of San Diego (CA)	San Diego
City of San Leandro (CA)	San Leandro
City of San Mateo (CA)	San Mateo
City of San Ramon (CA)	San Ramon
City of Santa Barbara (CA)	Santa Barbara
City of Santa Clarita (CA)	Santa Clarita
City of Santa Rosa (CA)	Santa Rosa
City of Sausalito (CA)	Sausalito

City of South Gate (CA)	South Gate
City of South San Francisco (CA)	South San Francisco
City of Stockton (CA)	Stockton
City of Ukiah (CA)	Ukiah
City of Visalia (CA)	Visalia
City of Vista (CA)	Vista
City of Westlake Village(CA)	Westlake Village
City of Wheatland (CA)	Wheatland
City of Woodland (CA)	Woodland
City of Yreka (CA)	Yreka
Cold Spring School District (CA)	Santa Barbara
Community Health Center Network, Inc. (CA)	San Leandro
Contra Costa Community College District (CA)	Martinez
Contra Costa County (CA)	Martinez
County of Kings (CA)	Hanford
County of Mendocino (CA)	Ukiah
County of Nevada (CA)	Nevada City
County of Placer (CA)	Auburn
County of Sacramento (CA)	Sacramento
County of San Benito (CA)	Hollister
County of San Diego (CA)	San Diego
County of San Luis Obispo (CA)	San Luis Obispo
County of Ventura (CA)	Ventura
Denair Community Services District (CA)	Denair
El Dorado Irrigation District (CA)	Placerville
Gold Coast Transit (CA)	Oxnard
Housing Authority of the County of Alameda (CA)	Hayward
Humboldt Community Services District (CA)	Eureka
Korean Churches for Community Development (CA)	Los Angeles
Long Beach Public Transportation Co. (CA)	Long Beach
Long Beach Water Department (CA)	Long Beach
Los Angeles Child Guidance Clinic (CA)	Los Angeles
Los Angeles Unified School District (CA)	Pico Rivera
Milpitas Unified School District (CA)	Milpitas
Mojave Public Utility District (CA)	Mojave
Monterey County (CA)	Salinas
National Community Renaissance of California (CA)	Rancho Cucamonga
North County Fire Protection District (CA)	Fallbrook
Placer County Water Agency (CA)	Auburn
River Oak Center for Children (CA)	Sacramento
Sacramento Area Sewer District (CA)	Sacramento
Sacramento Children's Home (CA)	Sacramento
San Miguel Consolidated Fire Protection District (CA)	Spring Valley
Santa Barbara Unified School District (CA)	Santa Barbara
Santa Cruz County (CA)	Watsonville
Shasta County (CA)	Redding
Skid Row Housing Trust (CA)	Los Angeles
Solano County (CA)	Fairfield
South Placer Fire District (CA)	Granite Bay
South Tahoe Public Utility District (CA)	South Lake Tahoe
Southern California Logistics Airport Authority (CA)	Victorville
Southwest Transportation Agency (CA)	Caruthers
St. Vincent de Paul Village, Inc. (CA)	San Diego
Stanislaus County (CA)	Modesto
Stanislaus County Office of Education (CA)	Modesto
State Center Community College (CA)	Fresno
Sunline Transit Agency (CA)	Thousand Palms
Sunnyvale School District (CA)	Sunnyvale
Survivors of Torture, Intl. (CA)	San Diego
Thermalito Water and Sewer District (CA)	Oroville
Town of Apple Valley (CA)	Apple Valley
Town of Hillsborough (CA)	Hillsborough
Town of Los Gatos (CA)	Los Gatos
Town of Truckee (CA)	Truckee
Union Sanitary District (CA)	Union City
Victor Valley Transit Authority (CA)	Hesperia
Vista Hill Foundation (CA)	San Diego
West Bay Sanitary District (CA)	Menlo Park
Wilton Fire Protection District (CA)	Wilton
Yolo County (CA)	Woodland

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HGACBuy
THE SMART PURCHASING SOLUTION

INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No.: 09-2331
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * City of Moreno Valley, CA, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * PO. Box 88005, Moreno Valley, CA 92552

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * 5/12/09 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The End User represents and warrants to H-GAC that **(1)** it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and **(2)** it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS
H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT
This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD
The period of this Contract shall be for the balance of the fiscal year of the End User, which began * July 1st, 2009 and ends * JUNE 30th, 2010. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES
The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through *HGACBuy.com* and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS
H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS
This Contract may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES
H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY
All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE
To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE
Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

*City of Moreno Valley
Name of End User *(local government, agency, or non-profit corporation)*

*P.O. Box 88005
Mailing Address

*Moreno Valley CA 92552
City State ZIP Code

*By:
Signature of chief elected or appointed official

Rix Skonberg 11/30/09
Typed Name & Title of Signatory Date
Purchasing & Facilities Mgr.

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: Executive Director

Date: 12-21-09

Attest: Manager

Date: Dec 15, 2009

**Denotes required fields*

rev. 7/07

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in their capacity as President and Board of Directors of the Moreno Valley Community Services District

FROM: Michael McCarty, Director of Parks and Community Services

AGENDA DATE: August 27, 2013

TITLE: AMEND THE CONTRACT WITH THINK TOGETHER, INC., TO OPERATE DAY-TO-DAY ACTIVITIES AND FUNCTIONS INVOLVING THE CITY'S AFTER SCHOOL EDUCATION AND SAFETY (ASES) GRANT PROGRAM FOR FISCAL YEAR 2013-14 THROUGH FISCAL YEAR 2015-16

RECOMMENDED ACTION

Recommendations:

1. Authorize the City Manager to amend the contract entered into with THINK Together, Inc., on April 26, 2011, to operate day-to-day activities and functions of the City's Prop 49 state-funded ASES after school grant program, as outlined within this document.

2. Authorize the additional revenue and expense budgets in the ASES Program Grant Fund (Fund 2202) for the ASES Grant Program in the amount of $520,050, respectively, upon approval of the contract amendment with THINK Together, Inc.

BACKGROUND

The After School Learning and Safe Neighborhoods Partnership Program began in 1998. Proposition 49 was passed by California voters in 2002, changing the name to After School Education and Safety (ASES) program, and effective July 1, 2006 increasing annual funding from $121 million up to $550 million. Applicants awarded an ASES grant receive a three-year renewable direct grant awarded in one-year increments.

As a result of staff's efforts to provide an increased level of service for Moreno Valley youth through diverse funding, staff submitted competitive grant applications in

partnership with Moreno Valley Unified School District (MVUSD) and Val Verde Unified School District (VVUSD) to the After School Partnerships Office, CDE. The City of Moreno Valley is the fiscal agent for the grant. The City of Moreno Valley Parks and Community Services Department received a three-year direct grant that was awarded in three one-year increments of $4,950,000 from the State Department of Education. Grant funding has been reduced since 2006 directly relating to participation numbers and as a result was at $4,296,909.

A two-year contract with THINK Together was approved on April 26, 2011 in the amount of $4,296,909 per year to operate the City's ASES grant program for 2011 through 2013, along with two subsequent automatic 3-year renewals for the next two ASES grant cycles.

DISCUSSION

THINK Together has successfully provided comprehensive after school programming, serving the City's After School Education and Safety Grant (ASES) at 43 sites in MVUSD and VVUSD for the 2011-2012 and 2012-2013 school years. Attendance increased, and there were waiting lists at several of the school sites.

Due to the increased attendance, the Parks and Community Services Department applied for and received from the California Department of Education $262,941 additional ASES funding to increase the number of students served at eleven school sites for fiscal year 2012-13. An amendment to the THINK Together contract to include an additional $247,766 was approved by Council on June 26, 2012.

The Parks and Community Services Department applied for additional funding to increase the number of students at nine middle school ASES sites for fiscal year 2013-2014 through fiscal year 2015-2016. The California Department of Education posted the funding results, and the City of Moreno Valley will receive an additional $520,050 per fiscal year.

Attachment 1 is the amended payment schedule for THINK Together. Also, due to staffing changes with THINK Together, an additional $30,350 will revert back to the City per the benefit allowance agreement on page 3 of the contract.

ALTERNATIVES

1. Authorize the City Manager to amend the contract with THINK Together, Inc., to operate day-to-day activities and functions of the City's Prop 49 state-funded ASES after school grant program, as outlined within this document.

2. Do not authorize amendment to the contract and provide direction to staff.

FISCAL IMPACT

This amendment will increase the amount for administration of the contract by $30,350 (2202-50-58-75312-611110); $489,700 will be added to Other Contractual - Other

(2202-50-58-75312-625099). All grant funds must be used for ASES Grant Expenditures. There is no impact to the General Fund.

Revenue/Expenditure Appropriations

Description	Fund	GL Account No.	Type (Rev/Exp)	Amount
Receipt of Grant	ASES	2202-50-58-75312-486000	Rev	$520,050
Administration	ASES	2202-50-58-75312-611110	Exp	$30,350
Contract Services	ASES	2202-50-58-75312-625099	Exp	$489,700

Budget Adjustments

Description	Fund	GL Account No.	Type (Rev/Exp)	FYs 13/14 and 14/15 Budgets	Proposed FYs 13/14 and 14/15 Adjustments	FYs 13/14 and 14/15 Amended Budgets
Receipt of Grant	ASES	2202-50-58-75312-486000	Rev	$4,559,850	$520,050	$5,079,900
Administration	ASES	2202-50-58-75312-611110	Exp	$47,700	$30,350	$78,050
Contract Services	ASES	2202-50-58-75312-625099	Exp	$4,461,075	$489,700	$4,950,775

SUMMARY

Parks and Community Services Department staff believe that increasing the contract amount with THINK Together is in the best interest of the City. This will allow the City to serve approximately 385 more students. Not only do after school programs offer constructive alternatives to gangs, drugs, and crime, but can also help improve school day attendance, increase academic achievement, and boost graduation rates.

NOTIFICATION

Posting of the agenda.

ATTACHMENTS

Attachment 1: Amended Contract as to form

Prepared By:
Patty Grube
Management Analyst I

Department Head Approval:
Michael McCarty
Director of Parks and Community Services

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

AMENDMENT TO
THINK TOGETHER, INC., AGREEMENT

This Second Amendment to the THINK Together, Inc., Agreement (hereinafter referred to as "Agreement") is made and entered into between the Community Services District of the City of Moreno Valley (hereinafter referred to as "CSD"), and THINK Together, Inc., (hereinafter referred to as "Contractor") and is effective the date the CSD signs this Amendment.

Whereas, the CSD and Contractor entered into an Agreement dated July 13, 2011.

Whereas, the Contractor is providing operation of the After School Education and Safety Grant Program (hereinafter referred to as "ASES").

Whereas, the CSD desires to renew the Agreement with the Contractor for the July 1, 2013 to June 30, 2016 grant cycle.

Whereas, the Contractor desires to continue to operate the ASES.

Section 1 – Amendment to THINK Together, Inc., Contract

1.1 Pursuant to Page 1 of the Agreement, the Contractor will continue to provide services, July 1, 2013 to June 30, 2016, for the ASES using the first of two (2) subsequent automatic three (3)-year renewals.

Pursuant to Page 3 of the Agreement, the Contractor will not pay the monthly benefit allowance of $1,264.58 to one of the Program Coordinator positions and the Sr. Administrative Analyst. The annual amount of $30,350 will revert back to the CSD. Schedule B has been revised to reflect this change, attached hereto.

Pursuant to Page 4 of the Agreement, the Contractor's compensation shall be changed to 100% of the grant award from California Department of Education (CDE), less $145,525 for administrative costs, according to Schedule A, attached hereto.

Section 2 – Other Terms to Remain

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

SIGNATURE PAGE TO FOLLOW:

Community Services District of the
City of Moreno Valley

BY: _____
City Manager

_____
Date

THINK Together, Inc.

BY: _____
Randy Barth

TITLE: _____
Founder and CEO

_____
Date

INTERNAL USE ONLY

ATTEST:

_____
City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

Schedule A
Payment Schedule

Ten monthly payments, due on the 1st of each month from September 1 through June 1, according to the following:

School Name	Components	Amount Awarded	Total Payment to THINK Together (after $145,525 carve-out)	Monthly Payment Amount (x10) 10%
Armada Elementary	ASES After School Base	$ 112,500.00	$ 109,277.19	$ 10,927.72
Badger Springs Middle	ASES After School Base	150,000.00	145,702.92	14,570.29
Bear Valley Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Box Springs Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Butterfield Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Chaparral Hills Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Cloverdale Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Creekside Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Edgemont Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Hendrick Ranch Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Hidden Springs Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Honey Hollow Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
La Jolla Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Landmark Middle	ASES After School Base	150,000.00	145,702.92	14,570.29
Midland Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Moreno Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Mountain View Middle	ASES After School Base	150,000.00	145,702.92	14,570.29
Palm Middle	ASES After School Base	150,000.00	145,702.92	14,570.29
Ramona Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Ridge Crest Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Seneca Elementary	ASES After School Base	98,550.00	95,726.82	9,572.68
Serrano Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Sugar Hill Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Sunnymead Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Sunnymead Middle	ASES After School Base	150,000.00	145,702.92	14,570.29
Sunnymeadows Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
TownGate Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Avalon Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Columbia Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Lakeside Middle	ASES After School Base	150,000.00	145,702.92	14,570.29
Lasselle Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Manuel L. Real Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
March Middle	ASES After School Base	150,000.00	145,702.92	14,570.29
Mary McLeod Bethune Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
May Ranch Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Mead Valley Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Rainbow Ridge Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Sierra Vista Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Tomas Rivera Middle	ASES After School Base	150,000.00	145,702.92	14,570.29
Triple Crown Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Val Verde Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Victoriano Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Vista Verde Middle	ASES After School Base	68,850.00	66,877.64	6,687.76
		$5,079,900.00	**$ 4,934,375.00**	**$ 493,437.50**

Schedule B
Employee Benefit Allowance

Monthly benefit allowance to be paid semi-monthly as part of employees' regular pay:

Employee	Monthly Allowance
Program Coordinator	$1,264.58

Annual base pay ranges by position:

Current Title	THINK Title	Base Pay Range
Program Coordinator	Quality Assurance Coach	$45,000-$49,000

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in their capacity as President and Board of Directors of the Moreno Valley Community Services District

FROM: Michael McCarty, Director of Parks and Community Services

AGENDA DATE: August 27, 2013

TITLE: ACCEPTANCE OF GRANT MONIES FROM THE CALIFORNIA DEPARTMENT OF EDUCATION, CHILD DEVELOPMENT SERVICES, FOR CHILD CARE SERVICES AND ADOPTION OF THE RESOLUTION TO CERTIFY THE APPROVAL OF THE GOVERNING BOARD

RECOMMENDED ACTION

Recommendations:

1. Authorize the acceptance of grant money in the amount of $547,461 for Fiscal Year (FY) 2013/2014 from the California Department of Education, Child Development Division, for the purpose of providing school age child care and development services.

2. Adopt Resolution No. CSD 2013-16, A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, certifying the approval of the governing board to enter into a transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for FY 2013/2014.

BACKGROUND

The State of California appropriated a total of $6.6 million to be utilized statewide as a continuous funding source for services to school age children, in the range of kindergarten to 14 years of age. However, the Budget Act of 2003 eliminated child care services to children 13 years and older. Of the $6.6 million allocated statewide, Riverside County was appropriated $950,000 based on service level needs. In an effort to provide an increased level of services for Moreno Valley youth through diverse funding, staff submitted a competitive grant application to the California Department of

Education, Child Development Division, requesting funding for a licensed after school child care program. The City of Moreno Valley Parks and Community Services Department was one of ten agencies in Riverside County who competed for this funding. The City of Moreno Valley Parks and Community Services Department was awarded funding, and "A Child's Place" was created.

On November 26, 1996, the City Council authorized the acceptance of a grant in the amount of $427,683 for the calendar years 1997 and 1998 for the purpose of providing an after school child care program for children ages 5 to 14 years. Since that time, the City has applied for and received grant funding every fiscal year for this program. Although the City must apply for the grant funding each year, when the funding was made available to agencies for youth programs in 1987, those agencies that have received this type of grant funding have continued to receive funding for their youth programs.

DISCUSSION

The focus of the grant submitted by the City of Moreno Valley Parks and Community Services Department was based on the high demands assessed by the Department within its own programs. This included the need for after school care during the traditional school year and full day care on school vacation days. The program utilizes five elementary schools: Creekside, Sunnymead, Rainbow Ridge, and Armada during the school year and Red Maple during school breaks. A Child's Place is for low-income parents working or going to school and accommodates up to142 children between the ages of kindergarten through 12 years of age.

A Child's Place is state licensed and operates under the following conditions. The healthy social and emotional development of every child is addressed by providing activities, schedules, materials, and equipment to ensure that children are both challenged and successful. Programming for the students includes a nutritious snack served daily, arts and crafts, indoor and outdoor games, story time, homework time, and social time. The program also includes field trips with bus transportation, parent conferences, and special parenting classes and programs with topics including health issues, substance abuse, nutrition, personal safety, community awareness, literacy, and more. The program works closely with parents and school site staff to incorporate applicable school rules into the program and provide emotional support for children.

A Child's Place operates at schools utilizing the "modified traditional" school schedule between the hours of 2:00 p.m. and 6:00 p.m. on school days and 7:00 a.m. to 6:00 p.m. on school vacation days, Monday through Friday.

As part of the City's policy, the City Council must formally accept this funding from the California Department of Education, Child Development Services and adopt the corresponding resolution.

ALTERNATIVES

1. Authorize the acceptance of grant monies in the amount of $547,461 for FY 2013/2014 from the California Department of Education, Child Development Division for the purpose of providing school age child care and development services; and approve the proposed resolution to certify the approval of the governing board to enter into this transaction with the California Department of Education for the purpose of providing school age child care and development services.

2. Do not accept grant funding and eliminate the Child Care Grant Program.

FISCAL IMPACT

The proposed grant funds program expenditures on a cost reimbursement basis. The grant funds as well as food program revenue and program fees are used for providing school age child care and development services and are restricted to this program. There is no impact to the General Fund. Funds are budgeted in the FY 2013-2014 Operating Budget (2201-50-58-75011).

SUMMARY

Parks and Community Services Department staff believes that continuing A Child's Place program is in the best interest of the City. This will allow the City to continue to serve up to 142 low income students after school and during school breaks. Not only do after school programs offer constructive alternatives to gangs, drugs, and crime, but can also help improve school day attendance, increase academic achievement, and boost graduation rates.

NOTIFICATION

Posting of the agenda.

ATTACHMENTS/EXHIBITS

Attachment 1: Resolution

Prepared By:
Patty Grube
Management Analyst

Department Head Approval:
Michael McCarty
Director of Parks and Community Services

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Attachment 1

RESOLUTION NO. CSD 2013-16

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, CERTIFYING THE APPROVAL OF THE GOVERNING BOARD TO ENTER INTO A TRANSACTION WITH THE CALIFORNIA DEPARTMENT OF EDUCATION FOR THE PURPOSE OF PROVIDING CHILD CARE AND DEVELOPMENT SERVICES AND TO AUTHORIZE DESIGNATED PERSONNEL TO SIGN CONTRACT DOCUMENTS FOR FY 2013/14.

WHEREAS, the Moreno Valley Community Services District Board of Directors desires to provide school age child care services to the citizens of Moreno Valley during FY 2013/14;

WHEREAS, the Moreno Valley Community Services District Board of Directors further desire to enter into this transaction with the California Department of Education for the purpose of providing child care and development services; and

WHEREAS, the Moreno Valley Community Services District Board of Directors authorize the persons listed to sign the transaction for the Governing Board.

Michael McCarty, Director of Parks and Community Services _____

Mel Alonzo, Parks and Community Services Division Mgr _____

Richard Teichert, Chief Financial Officer _____

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Accept the grant monies from the California Department of Education, Child Development Division, in the amount of $547,461 per fiscal year to provide child care services for FY 2013/2014;

2. Adopt a resolution to certify the approval of the governing board to enter into local agreement number/s CCTR-3173, Project Number 33-2186-00-3 with the California Department of Education for the purpose of providing child care and development services;

3. Authorize designated personnel to sign contract documents on behalf of the Governing Board for FY 2013/14.

MV00212279

APPROVED AND ADOPTED this 27th day of August, 2013.

_____
Mayor of the City of Moreno Valley,
acting in the capacity of President
of the Moreno Valley Community
Services District

ATTEST:

_____
Jane Halstead, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

_____
Suzanne Bryant, City Attorney acting
in the capacity of General Legal
Counsel of the Moreno Valley
Community Services District

MV00212280

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2013-16 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 27th day of August, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

_____

SECRETARY

(SEAL)

MV00212281

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: August 27, 2013

TITLE: SECOND EXTENSION OF THE AGREEMENT – PROJECT NO. 2011 TREE TRIM/REMOVAL MAINTENANCE

RECOMMENDED ACTION

Recommendations:

1. Approve the Second Extension of the Agreement ("Second Extension Agreement") for Project No. 2011, Tree Trim/Removal Services, with West Coast Arborists, Inc., 2200 E. Burton Street, Anaheim, CA 92806 for tree trimming and removal services within Community Services District (CSD) zones D, E-1, E-1A, E-2, E-3, E-4, E-7, E-8, E-12, E-14, E-15, E-16, M and S.

2. Authorize the City Manager to execute the Second Extension Agreement for tree trimming/removal services with West Coast Arborists, Inc.

3. Authorize the issuance of a purchase order for services beginning September 1, 2013 to West Coast Arborists, Inc., in the not-to-exceed (NTE) amount of $97,050.00. This amount includes $82,705.00 for base and $14,345.00 for additional work.

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, within Council approved annual budgeted amounts, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include:

Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard or reduced level of landscape maintenance services.

Zone E (extensive landscape maintenance), provides landscape maintenance services at standard or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), E-15 (Celebration), and E-16 (Shadow Mountain).

Zone M (Commercial, Industrial, and/or Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide.

Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance provided to the landscaped CSD zones is performed via contract services by professionally licensed and insured contractors that perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement. In accordance with the terms of the Agreement, annual extensions of the Agreement may be entered into up to no more than 4 extensions of the original Agreement, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the CSD and Contractor, at the base rate as provided in the Agreement, plus an additional amount for extra or unanticipated work that may be performed during the term of the Agreement or any applicable Extension Agreement.

The not-to-exceed (NTE) amount of the Agreement or Extension Agreement includes an amount for base services and an amount for unanticipated additional work.

“Base services” for tree trimming or removal includes: trimming/pruning or removal of identified trees within designated CSD zones, litter and debris pick-up and disposal, and recycling of greenwaste materials in accordance with federal, state, and local codes. Base services are performed on identified trees within designated CSD zones, contingent upon available program funding.

"Additional work" includes, but is not necessarily limited to, additional labor and/or material costs to trim/prune or remove additional trees that may be required as a result of emergency or hazardous conditions at the unit prices for additional work as specified in the Agreement.

DISCUSSION

On October 17, 2011, the Special Districts Division of the Financial and Management Services Department received proposals from two (2) tree maintenance companies in response to a Request for Proposal (RFP) to provide tree trimming and/or removal services of trees within the CSD zones. On November 15, 2011 upon staff's evaluation of the proposals and recommendation, the City Manager, acting in the capacity as District Manager to the Board of Directors of the Moreno Valley CSD, with approval as to legal form by the City Attorney, awarded the contract for tree trimming and removal services to West Coast Arborists, Inc., Anaheim, California (the "Contractor"). The amount of the Agreement for the initial contracting term, fiscal year (FY) 2011/12, was $93,220.00, all of which was designated for base services.

On October 3, 2012, a First Extension Agreement was approved for FY 2012/13 by the City Manager, acting in the capacity as District Manager to the CSD Board, with approval as to legal form by the City Attorney. The Agreement for tree trimming and/or removal services for the CSD zones had a combined base amount of $75,005.00 and a combined additional work amount of $7,445.00 for a NTE Agreement amount of $82,450.00.

The tree trimming and/or removal services have been consistently and satisfactorily performed by the Contractor in accordance with the terms of both the Agreement and the First Extension Agreement, and the Contractor has agreed to further extend the Agreement based upon the same rates and terms of the Agreement as first extended and as identified in this Second Extension Agreement.

Approval of the Extension Agreement for Fiscal Year 2013/14

Approval of the Second Extension Agreement is recommended for authorization in the NTE amount of $97,050.00 for FY 2013/14. This amount includes $82,705.00 for base trimming/removal services and an additional work amount of $14,345.00. This is the second of four possible extensions allowed per the terms of the Agreement.

Authority for City Manager Approval of Extension Agreements for the Balance of Available Extensions to the Agreement

Pursuant to City Council Resolution No. 2008-115, the City Council shall provide approval of procurements greater than $100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the Tree Trim/Removal Agreement, as may be allowed per the terms of the Agreement. Potential extensions are those extensions

which may be allowed, contingent upon satisfactory service by the Contractor and concurrence by the CSD and Contractor to enter into an extension of the Agreement, or the Agreement as Amended.

Project No. 2011 - Tree Trimming / Removal Services						
	FY 2011/12 Original Agreement	FY 2012/13 First Extension[1]	FY 2013/14 Proposed Second Extension[1]	FY 2014/15 Potential Third Extension[2]	FY 2015/16 Potential Fourth Extension[2]	Cumulative Total
Base	$ 93,220.00	$ 75,005.00	$ 82,705.00	$ 82,705.00	$ 82,705.00	$ 416,340.00
Additional Work	$ -	$ 7,445.00	$ 14,345.00	$ 14,345.00	$ 14,345.00	$ 50,480.00
Total	$ 93,220.00	$ 82,450.00	$ 97,050.00	$ 97,050.00	$ 97,050.00	$ 466,820.00

[1] The First and Proposed Second Extensions include the costs for trimming/removal of identified trees (base) cost and an additional work amount for trimming or removals due to unanticipated Health and Safety issues.

[2] Extensions beyond 2013/14 are anticipated costs based upon presently known information.

Staff is requesting the City Council, in its capacity as the CSD Board, authorize the City Manager to approve extensions and any necessary amendments, as well as associated purchase orders for all remaining extensions available, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council (CSD Board), demonstration by the Contractor of having satisfactorily performed services, per the terms of the Agreement in the prior year(s) and both the CSD and the Contractor mutually agreeing to extend the Agreement.

ALTERNATIVES

1. Approve the Second Extension Agreement for Project No. 2011 Tree Trim/Removal Services, with West Coast Arborists, Inc., in the form attached hereto for tree trimming and removal services within the CSD zones; authorize the City Manager to execute said Second Extension Agreement for Project No. 2011 Tree Trim/Removal Services, with West Coast Arborists, Inc.; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $97,050.00 ($82,705.00 for base trimming/removal services and $14,345.00 for additional work) as designated for the various CSD zones; and authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement and authorize the associated purchase orders as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will allow for necessary tree trimming and removal services of identified trees within the various CSD zones.*

2. Do not approve the Second Extension Agreement for Project No. 2011 Tree Trim/Removal Services, with West Coast Arborists, Inc., in the form attached hereto for tree trimming and removal services within the CSD zones; nor authorize the City Manager to execute said Second Extension Agreement for Project No. 2011 Tree Trim/Removal Services, with West Coast Arborists, Inc.; nor authorize issuance of

purchase orders for FY 2013/14 in the NTE amount of $97,050.00 ($82,705.00 for base trimming/removal services and $14,345.00 for additional work) as designated for each CSD zone; and do not authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement nor authorize the associated purchase orders as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative tree trimming and removal services will be delayed, which in turn may cause an increase in the cost of providing the service and could interfere with the migratory bird nesting season, which for Southern California generally runs each year from January 15 to August 31, as advised by staff from the U.S. Fish and Wildlife Services.*

FISCAL IMPACT

Administration and maintenance of the CSD zones D, E, M and S are funded through a property owner approved parcel charge, which is levied and collected on the property tax bills. Revenue from the parcel charges collected for each of the CSD zones may only be used for landscape maintenances services, which includes tree trimming and removal services, associated with the parkways and medians in these CSD zones. **The costs for these maintenance services have been budgeted, respectively, for each of these CSD zones for the current fiscal year**. **These actions will not impact the City's General Fund.**

The following table represents the base and additional work costs for FY 2013/14 associated with the Second Extension Agreement for each of the listed CSD zones.

Service Area (Zone)[1]	Contractor	GL Account	2013/14 Base Agreement Amount	2013/14 Additional Work Agreement Amount	2013/14 Total Agreement Amount
D	West Coast Arborists, Inc.	5111-30-79-25704-620910	$ 18,830.00	$ 1,545.00	$ 20,375.00
E-1	West Coast Arborists, Inc.	5013-30-79-25706-620910	5,250.00	750.00	6,000.00
E-1A	West Coast Arborists, Inc.	5013-30-79-25707-620910	-	500.00	500.00
E-2	West Coast Arborists, Inc.	5013-30-79-25708-620910	16,730.00	2,000.00	18,730.00
E-3	West Coast Arborists, Inc.	5013-30-79-25709-620910	15,995.00	2,000.00	17,995.00
E-4	West Coast Arborists, Inc.	5013-30-79-25711-620910	15,505.00	495.00	16,000.00
E-7	West Coast Arborists, Inc.	5013-30-79-25713-620910	3,360.00	640.00	4,000.00
E-8	West Coast Arborists, Inc.	5013-30-79-25714-620910	1,120.00	1,680.00	2,800.00
E-12	West Coast Arborists, Inc.	5013-30-79-25715-620910	1,855.00	1,145.00	3,000.00
E-14	West Coast Arborists, Inc.	5013-30-79-25716-620910	-	750.00	750.00
E-15	West Coast Arborists, Inc.	5013-30-79-25717-620910	1,750.00	500.00	2,250.00
E-16	West Coast Arborists, Inc.	5013-30-79-25718-620910	-	850.00	850.00
M	West Coast Arborists, Inc.	5112-30-79-25719-620910	2,310.00	490.00	2,800.00
S	West Coast Arborists, Inc.	5114-30-79-25720-620910	-	1,000.00	1,000.00
		Total	**$ 82,705.00**	**$ 14,345.00**	**$ 97,050.00**

[1] No trees are identified for trimming/removal (base) in E-1A, E-14, E-16, and S. An additional work amount for E-1A, E-14, E-16 and S is being allocated in the event of an unanticipated Health and Safety issue(s) is identified.

CITY COUNCIL GOALS

Public Safety and Community Image and Positive Environment:

The City Council in their capacity as the CSD Board will allow for necessary maintenance of the parkway trees within CSD landscaped parkways, medians and open areas be performed in a safe manner, in accordance with State and Federal regulations, and consistent with approved landscape maintenance program funding, which will help to promote community image and pride.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1: Second Extension Agreement for Tree Trimming/Removal Services for FY 2013/14

Attachment 2: First Extension Agreement for Tree Trimming/Removal Services for FY 2012/13

Attachment 3: Agreement for Tree Trimming/Removal Services for FY 2011/12

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

SECOND EXTENSION AGREEMENT
PROJECT NO. 2011 TREE TRIM/REMOVAL
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District ("District") and **West Coast Arborists, Inc.** ("Contractor").

WHEREAS, the District and Contractor entered into an Independent Contractor Agreement, (hereinafter referred to as "Agreement"), dated November 15, 2011 referencing Project No. 2011 Tree Trim/Removal for the purpose of providing tree trimming and removal services of designated trees within various District parkway and median landscaped areas throughout the City of Moreno Valley; and,

WHEREAS, during the initial term of the Agreement tree trimming and removal services were sufficiently performed, and both District and Contractor mutually agreed to enter into an extension of the Agreement (First Extension Agreement) for the term of July 1, 2012 to June 30, 2013; and,

WHEREAS, tree trimming and removal services provided during the term of the First Extension Agreement were sufficiently performed; and,

WHEREAS, pursuant to the terms of the Agreement, both parties wish to enter into a second extension of the Agreement (Second Extension Agreement) for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2013** and shall terminate on **June 30, 2014.**

2. In accordance with Exhibit D. 1. B. of the Agreement, this Extension shall be considered the second of four possible extensions of the Agreement.

3. For the period of this Second Extension Agreement and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) for the performance of tree trimming/removal services of those trees as identified on Attachment 1-A of this Second Extension Agreement, as incorporated herein by this statement and, consistent with the terms of the Agreement, pay to the Contractor a fee of **$35.00 per trim** and **$175.00 per removal** of those trees as listed on Attachment 1 of this Second Extension Agreement. Payment shall be made on a per month basis, one month in arrears, on the last day of the month based upon the total number of trees trimmed and/or removed for the preceding month at the rates stated herein this Second Extension Agreement. The total amount of this Second Extension Agreement for the twelve (12) month extension period shall not exceed **EIGHTY-TWO THOUSAND SEVEN HUNDREND FIVE AND 00/100 DOLLARS ($82,705.00**) to trim or remove the quantity of trees identified in Attachment 1.

4. Except as provided for in Section 3 herein, the unit prices as set forth in the Additional Work Price List on Exhibit E, Schedule II, Section II on page 65 of the Agreement, shall apply for any additional trees not included herein, which may be added to the project during the term of this Extension Agreement.

5. Notwithstanding Exhibit C. 2 A., of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the CSD Board (City Council), the Director (the Chief Financial Officer/City Treasurer or their designated appointee) may not authorize additional work pursuant to this Extension in excess of the cumulative total of **FOURTEEN THOUSAND THREE HUNDRED FORTY-FIVE AND 00/100 DOLLARS ($14,345.00).**

6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SECOND EXTENSION AGREEMENT
PROJECT NO. RFP NO. 2011 TREE TRIM/REMOVAL
PARKWAY AND MEDIAN
TREE TRIMMING AND REMOVAL

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor: West Coast Arborists, Inc.
By: _____	By: _____
Title: City Manager, Acting in the capacity of District Manager to the Moreno Valley Community Services District	Title: (President or Vice President)
Date: _____	Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary

Date: _____
Affix Corporate Seal Below

Zone	Street Section	Tree Species	Work to be Performed Trim or Removal	No of Trees to be Trimmed	No of Trees to be Removed
E- 1 TownGate					
	W/s of Elsworth St., from Dracaea Ave. to Cottonwood Ave.	Eucalyptus	Trim	14	0
	W/s of Elsworth St., from Dracaea Ave. to Cottonwood Ave.	Pepper	Trim	18	0
	N/s Cottonwood Ave., from Elsworth St. to Day St.	Eucalyptus	Trim	19	0
	N/s Cottonwood Ave., from Elsworth St. to Day St.	Pepper	Trim	11	0
	E/s Day St., from Cottonwood Ave. to Dracaea Ave.	Eucalyptus	Trim	13	0
	E/s Day St., from Cottonwood Ave. to Dracaea Ave.	Pepper	Trim	15	0
	E/s of Town Circle	Palm	Trim	12	0
	S/s of Centerpoint	Palm	Trim	25	0
	N/s of Centerpoint	Palm	Trim	23	0
	Total (E-1)			**150**	**0**
E- 2 Hidden Springs					
	E/s of Hidden Springs Dr., from Country Gate Rd. to Mt. View Rd.	Alder	Removal	0	3
	E/s of Hidden Springs Dr., from Mt. View Rd., to Shadow Ridge Ln.	Alder	Removal	0	1
	W/s of Hidden Springs Dr., from Mt. View Rd. to Country Gate Rd.	Alder	Removal	0	3
	Behind residence at 10099 Altabrisa Way	Pepper	Removal	0	1
	Paseo entrance between Crossing Green Circle and Tributary Dr.	Tipawanna	Trim	1	0
	Paseo entrance between Crossing Green Circle and Tributary Dr.	Pepper	Trim	7	0
	Paseo entrance between Tributary Dr., and Hidden Springs Dr.	Tipawanna	Trim	2	0
	Paseo entrance between Tributary Dr., and Hidden Springs Dr.	Pine	Trim	2	0
	Paseo entrance between Tributary Dr., and Hidden Springs Dr.	Oak	Trim	1	0
	Paseo entrance between Tributary Dr., and Hidden Springs Dr.	Pepper	Trim	3	0
	Mt. View Rd., "West" Paseo entrance	Sycamore	Trim	1	0
	Mt. View Rd., "West" Paseo entrance	Pepper	Trim	5	0
	Cartegena Dr., Del Cresta Dr. and Altabrisa Way, Paseo Area	Pepper	Trim	54	0
	Cartegena Dr., Del Cresta Dr. and Altabrisa Way, Paseo Area	Eucalyptus	Trim	35	0
	N/s of Belcanto Dr.	Tipawanna	Trim	2	0
	N/s of Belcanto Dr.	Pine	Trim	1	0
	N/s of Belcanto Dr.	Pepper	Trim	5	0
	Montejo Dr. (end of cul de sac)	Pepper	Trim	1	0
	Greenridge Dr.	Eucalyptus	Trim	12	0
	Greenridge Dr.	Pepper	Trim	12	0
	S/W corner of Pepplebrook Dr. and Hidden Springs Dr.	Pepper	Trim	3	0
	Behind Sycamore Canyon Rd., in the Paseo	Pepper	Trim	23	0
	Behind Sycamore Canyon Rd., in the Paseo	Eucalyptus	Trim	17	0
	Behind Sycamore Canyon Rd., in the Paseo	Alder	Trim	7	0
	Behind Sycamore Canyon Rd., in the Paseo	Pine	Trim	1	0
	Behind Sycamore Canyon Rd., in the Paseo	Oak	Trim	7	0
	Behind Sycamore Canyon Rd., in the Paseo	Tipawanna	Trim	1	0

ATTACHMENT 1-A

MV00212291

Zone	Street Section	Tree Species	Work to be Performed Trim or Removal	No of Trees to be Trimmed	No of Trees to be Removed
	Paseo area behind homes facing Sycamore Canyon Rd. (near mulch pile)	Pepper	Trim	9	0
E-2 Hidden Springs (Cont.)	Paseo area behind homes facing Sycamore Canyon Rd. (near mulch pile)	Oak	Trim	4	0
	S/s Sycamore Canyon Rd., and Waterfall Ct.	Pepper	Trim	4	0
	Waterfall Ct. cul de sac	Pepper	Trim	4	0
	Paseo entrance on Sycamore Canyon Rd. and Lakeside Dr.	Tipawanna	Trim	4	0
	On south slope, behind houses on Mt. View Rd.	Various	Trim	120	0
	Throughout Paseo	Various	Removal	0	18
	Total (E-2)			**348**	**26**
E-3 MV Ranch - West					
	E/s of Kitching St., from Camino Marilena to Krameria Ave.	Acacia	Trim	1	0
	E/s of Kitching St., from Krameria Ave. to Iris Ave.	Acacia	Trim	13	0
	E/s of Kitching St., from Iris Ave. to Gentian Ave.	Pine	Trim	7	0
	E/s of Kitching St., from Iris Ave. to Gentian Ave.	Acacia	Trim	10	0
	S/s of Gentian Ave. from Kitching St. to Lasselle St.	Acacia	Trim	4	0
	S/w corner from Lasselle St. to Gentian Ave.	Pepper	Trim	1	0
	S/e corner from Lasselle St. and Gentian Ave.	Pepper	Trim	1	0
	W/s of Lasselle St. from Gentian Ave. to Iris Ave.	Pine	Trim	9	0
	E/s of Lasselle St. from Gentian Ave. to Iris Ave.	Pine	Trim	7	0
	E/s of Lasselle St. from Gentian Ave. to Iris Ave.	Palm	Trim	7	0
	E/s of Lasselle St. from Gentain Ave. to the school	Pine	Trim	32	0
	N/s of Iris Ave. from Los Cabos Dr. to Kitching St.	Pine	Trim	31	0
	N/s of Iris Ave. from La Fortuna Ln. to Kitching St.	Palm	Trim	8	0
	S/s of Iris Ave. from La Fortuna Ln. to Kitching St.	Palm	Trim	8	0
	S/s of Iris Ave. from Kitching St. to Lasselle St.	Pine	Trim	24	0
	W/s of Grande Vista Dr. from Iris Ave. to the top of the hill	Acacia	Trim	8	0
	E/s of Grande Vista Dr. from Iris Ave. to the top of the hill	Acacia	Trim	8	0
	N/s of Iris Ave. at the flood channel	Eucalyptus	Removal	0	1
	N/s of Iris Ave, at both corners of Ponderosa St.	Pepper	Trim	2	0
	S/w corner of Iris Ave. and Lasselle St.	Pepper	Trim	1	0
	S/w corner of Iris Ave. and Lasselle St.	Palm	Trim	8	0
	S/e corner of Iris Ave. and Lasselle St.	Pepper	Trim	1	0
	S/e corner of Iris Ave. and Lasselle St.	Palm	Trim	8	0
	N/e corner of Iris Ave. and Lasselle St.	Palm	Trim	3	0
	N/w corner of Iris Ave. and Lasselle St.	Palm	Trim	11	0
	N/e corner of Iris Ave. and Kitching St.	Pepper	Trim	1	0
	S/e corner of Iris Ave. and Kitching St.	Pepper	Trim	1	0
	W/s of Lasselle St. from Iris Ave. to Krameria Ave.	Pine	Trim	53	0
	W/s of Lasselle St. from Krameria Ave. to Arroyo Park	Pine	Trim	76	0

MV00212292

Zone	Street Section	Tree Species	Work to be Performed Trim or Removal	No of Trees to be Trimmed	No of Trees to be Removed
E-3 MV Ranch - West (Cont.)	W/s of Lasselle St. from Avenida De Plata to Camino Del Rey	Pine	Trim	15	0
	E/s of Lasselle St. from Kentucky Derby Dr. to Cremello Way	Pine	Trim	6	0
	S/e corner of Krameria Ave. and Kitching St.	Palm	Trim	6	0
	N/e corner of Krameria Ave. and Kitching St.	Palm	Trim	6	0
	Miscellaneous Removals throughout E-3	Various	Removal	0	15
	Total (E-3)			**377**	**16**
E-4 MV Ranch - East					
	W/s of John F. Kennedy Dr. from Cactus Ave. to Moreno Beach Dr.	Sycamore	Trim	133	0
	W/s of John F. Kennedy Dr. from Cactus Ave. to Moreno Beach Dr.	Oak	Trim	45	0
	N/s of Moreno Beach Dr. from John F. Kennedy Dr. to Oliver Ave.	Sycamore	Trim	77	0
	N/s of Moreno Beach Dr. from John F. Kennedy Dr. to Oliver Ave.	Pepper	Trim	38	0
	E/s of Oliver Ave. from Moreno Beach Dr. to John F. Kennedy Dr.	Oak	Trim	20	0
	E/s of Oliver Ave. from Moreno Beach Dr. to John F. Kennedy Dr.	Pepper	Trim	9	0
	S/s of John F. Kennedy Dr. from Legendary Dr. to Entrance	Sycamore	Trim	21	0
	Miscellaneous Removals throughout E-4	Variou	Removal	0	20
	Total (E-4)			**343**	**20**
E-7 Centerpointe					
	W/s of Frederick St. from Alessandro Blvd. to Cactus Ave.	Crape Myrtle	Trim	35	0
	S/w corner of Alessandro Blvd. and Frederick St.	Pepper	Trim	4	0
	S/w corner of Alessandro Blvd. and Frederick St.	Palm	Trim	3	0
	S/e corner of Alessandro Blvd. and Frederick St.	Pepper	Trim	4	0
	S/e corner of Alessandro Blvd. and Frederick St.	Palm	Trim	4	0
	N/w corner of Cactus Ave. and Frederick St.	Pepper	Trim	4	0
	N/w corner of Cactus Ave. and Frederick St.	Palm	Trim	5	0
	N/e corner of Cactus Ave. and Frederick St.	Pepper	Trim	4	0
	N/e corner of Cactus Ave. and Frederick St.	Palm	Tim	5	0
	W/s of Frederick St. from Cactus Ave. to Alessandro Blvd.	Crape Myrtle	Trim	28	0
	Total (E-7)			**96**	**0**
E-8 Promontory Park					
	Cactus Ave., between Dusty Coyote Ave. to the E/s of Oliver Ave.	African Sumac	Trim	32	0
	Total (E-8)			**32**	**0**
E-12 Stoneridge Ranch					
	Nason St., from Dracaea Ave. to Fir Ave. on the E/s	Camphor	Trim	53	0
	Total (E-12)			**53**	**0**

ATTACHMENT 1-A

MV00212293

Zone	Street Section	Tree Species	Work to be Performed Trim or Removal	No of Trees to be Trimmed	No of Trees to be Removed
E-15 Celebration	Nason St. between Damascus Rd. / Delphinium Ave. & Cactus Ave., W/o Oliver Ave.	Palo Verde	Trim	12	0
	Nason St. between Damascus Rd. / Delphinium Ave. & Cactus Ave., W/o Oliver Ave.	African Sumac	Trim	23	0
	Nason St. between Damascus Rd. / Delphinium Ave. & Cactus Ave., W/o Oliver Ave.	African Sumac	Removal	0	3
	Total (E-15)			**35**	**3**
D Tracts					
TR 17176	Ironwood Ave. W/o Box Springs Rd.	California Pepper	Trim	13	0
TR 12773	John F. Kennedy Dr. & Lasselle St. / Kitching St.	Liquid Ambar	Removal	0	5
TR 13585	Lasselle St. & Lancia St. (W/o Lasselle St.)	Palm	Trim	10	0
TR 15433	Iris Ave. & Perris Blvd.	Sycamore	Removal	0	1
TR 16768	Eucalyptus Ave., N/s between Lasselle St. & Sample Ct.	Eucalyptus	Trim	14	0
TR 17334	Locust Ave. & Twilight Way	Acacia	Trim	9	0
TR 17334	Locust Ave. & Twilight Way	Acacia	Removal	0	3
TR 19210	S/s of John F. Kennedy Dr., W/o Perris Blvd.	Bottle Tree	Removal	0	5
TR 19434	John F. Kennedy Dr. & Lasselle St. / Kitching St.	Liquid Ambar	Removal	0	6
TR 19474	Alessandro Ave. from Covey Quail Ln. to Indian St.	Palm	Trim	8	0
TR 19500	Kitching St. & Dracaea Ave., W/s	Liquid Ambar	Removal	0	5
TR 19509	Cottonwood Ave. & Crape Myrtle Dr. to Kitching St. & Alessandro Blvd.	Liquid Ambar	Removal	0	8
TR 19529	Eucalyptus Ave. from Adeline Ave. to Tierra Canyon	Camphor	Trim	10	0
TR 19937	Kitching St. & Iris Ave. (W/s)	Pine	Trim	16	0
TR 19937	Kitching St. & Iris Ave. (W/s)	Eucalyptus	Trim	6	0
TR 19937	Kitching St. & Iris Ave. (W/s)	Eucalyptus	Removal	0	2
TR 20032	E/s Indian St., between Bay Ave. & Indian St.	Cmaphors	Trim	19	0
TR 20120	S/s of John F. Kennedy Dr., W/o Perris Blvd.	Liquid Ambar	Removal	0	1
TR 20715	Kitching St. & Moorland Rd. to Karmeria Ave. & Perris Blvd.	Oak	Trim	20	0
TR 20941	Lasselle St. & Bay Ave. (E/s of Lasselle St.)	Palm	Trim	22	0
TR 20941	Lasselle St. & Bay Ave. (E/s of Lasselle St.)	Bottle Tree	Trim	3	0
TR 21332	Ironwood Ave. E/o Day St.	Liquid Ambar	Removal	0	4
TR 21332	Ironwood Ave. E/o Day St.	Acacia	Trim	1	0
TR 21333	Ironwood Ave. & Barcly Dr.	Eucalyptus	Removal	0	5
TR 21616	Cactus Ave. & Lasselle St.	Liquid Ambar	Removal	0	2
TR 22276	Fir Ave. & Elmhurst Dr.	Liquid Ambar	Removal	0	4
TR 22371	Kitching St. & Atwood Ave., also Kitching St. & Eucalyptus Ave.	Liquid Ambar	Removal	0	3
TR 22371	Kitching St. & Atwood Ave., also Kitching St. & Eucalyptus Ave.	Plum	Removal	0	4
TR 30027	Nason St., between Dracaea Ave. /Cottonwood Ave./ Athletics Dr. & Letterman St.	Palo Verdes	Trim	24	0
TR 30027	Nason St., between Dracaea Ave. /Cottonwood Ave./ Athletics Dr. & Letterman St.	Camphors	Trim	50	0
TR 32625	Redlands Blvd. & Cottonwood Ave.	African Sumac	Trim	12	0
TR 32625	Redlands Blvd. & Cottonwood Ave.	Chinese Pastiche	Trim	11	0
	Total (D)			**248**	**58**

ATTACHMENT 1-A

MV00212294

Zone	Street Section	Tree Species	Work to be Performed Trim or Removal	No of Trees to be Trimmed	No of Trees to be Removed
M - Medians	Alessandro Blvd. monuments & Old Highway 215	Jacaranda	Trim	6	0
	Alessandro Blvd. from Old Highway 215 to Day St.	Various	Trim	10	0
	Alessandro Blvd. from Day St. to Elsworth Ave.	Various	Trim	16	0
	Alessandro Blvd. from Elsworth Ave. to Frederick St.	Various	Trim	14	0
	Alessandro Blvd. from Frederick St. to Graham Ave.	Various	Trim	15	0
	Alessandro Blvd. west of Graham Ave.	Liquid Ambar	Removal	0	1
	Total (M - Medians)			**61**	**1**
	Grand Total			**1,743**	**124**

ATTACHMENT 1-A

MV00212295

FIRST EXTENSION AGREEMENT
PROJECT NO. 2011 TREE TRIM/REVOAL MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **West Coast Arborists, Inc.** (hereafter, "Contractor")

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated November 15, 2011 referencing Project No. 2011 Tree Trim/Removal for the purpose of providing tree trimming and removal of designated trees within various District parkway and median landscaped areas throughout the City of Moreno Valley.

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement.

WHEREAS, the Extension of the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2012** and shall terminate on **June 30, 2013.**

2. In accordance with Exhibit D, Section 1.B. of the Agreement, this Extension shall be considered the first of four possible extensions of the Agreement.

3. For the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) for the performance of tree trimming/removal services of those trees as identified on Attachment 1 of this Extension Agreement, and incorporated herein by this statement and shall, consistent with the terms of the Agreement, pay to the Contractor a fee of **$35.00 per trim** and **$175.00 per removal** of those trees listed on Attachment 1 of this Extension Agreement. Payment shall be made per month, one month in arrears, on the last day of the month based upon the total number of trees trimmed and/or removed for the preceding month at the rates stated herein this Extension Agreement. The total amount of this Extension Agreement for the twelve (12) month extension period shall not exceed **SEVENTY FIVE THOUSAND AND FIVE AND 00/100 DOLLARS ($75,005.00).**

4. Except as provided for in Section 3 herein, the unit prices as set forth in the Additional Work Price List on Exhibit E, Schedule II, Section II on page 65 of the Agreement, shall apply for any additional trees not included herein which may be added to the project during the period of this Extension Agreement.

5. Notwithstanding Exhibit C., Numeral 2, Letter A, of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the CSD Board (City Council), the Director (the Public Works Director/City Engineer or his designated appointee) may not authorize additional work pursuant to this Extension in excess of the cumulative total of **SEVEN THOUSAND FOUR HUNDRED FORTY-FIVE AND 00/100 DOLLARS ($7,445.00).**

6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

EXTENSION AGREEMENT
PROJECT NO. RFP NO. 2011 TREE TRIM/REMOVAL
PARKWAY AND MEDIAN
TREE TRIMMING AND REMOVAL

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley
Community Services District

By: _____
Title: City Manager, Acting in the capacity of
for District Manager to the Moreno Valley
Community Services District

Date: 10/3/12

Contractor: West Coast Arborists, Inc.

By: _____ Patrick Mahoney
Title: President

Date: September 20, 2012

By: _____ Richard Mahoney
Title: Assistant Secretary

Date: September 20, 2012
Affix Corporate Seal Below

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

Suzanne Bryant
Deputy City Attorney

10-1-12
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

10/2/12
Date

Zone	Street Section	Tree Species	Work to be Performed Trim or Removal	No of Trees to be Trimmed	No of Trees to be Removed
E- 1 TownGate					
	Frederick Medians, South of Sunnymead Boulevard	Pine	Trim	6	0
	N/s Eucalyptus Ave., from Frederick to Towngate	Sumac	Trim	26	0
	N/s Eucalyptus Ave., from Frederick to Towngate	Liquid Ambar	Trim	10	0
	S/s Eucalyptus Ave., from Towngate to Stanhope	Sumac	Trim	7	0
	S/s Eucalyptus Ave., from Towngate to Stanhope	Liquid Ambar	Trim	1	0
	S/s Eucalyptus Ave., from Towngate to Stanhope	Crape Myrtle	Trim	3	0
	Towngate Medians, from Frederick to Memorial	Brazialian Pepper	Trim	18	0
	Towngate Medians, from Frederick to Memorial	Crape Myrtle	Trim	1	0
	N/s Dracaea Ave., from Brentwood to Elsworth	Pine	Trim	29	0
	E/s Elsworth Ave. from Dracea to Eucalyptus	Pine	Tim	30	0
	Total (E-1)			**131**	**0**
E- 1 A TownGate					
	S/s Dracea from Arbor Park to Elsworth	Eucalyptus	Trim	12	0
	E/s Arbor Park from Dracea to Eucalyptus	Fern Pine	Trim	3	0
	E/s Arbor Park from Dracea to Eucalyptus	Liquid Ambar	Trim	3	0
	W/s Arbor Park from Eucalyptus to Dracea	Liquid Ambar	Trim	6	0
	W/s Arbor Park from Eucalyptus to Dracea	Camphor	Trim	9	0
	W/s Arbor Park from Eucalyptus to Dracea	Fern Pine	Trim	4	0
	Dracaea from Arbor Park to Day	Eucalyptus	Trim	5	0
	Total (E-1A)			**42**	**0**
E- 2 Hidden Springs					
	Corner of Sycamore Canyon and Hidden Springs	Oak	Trim	6	0
	E/s of Hidden Springs from Sycamore Canyon to Mesa Springs	Pine	Trim	16	0
	E/s Hidden Springs, from Mesa Springs to Shadow Ridge	Pine	Trim	12	0
	E/s Hidden Springs, from Shadow Ridge to Mountain View	Pine	Trim	17	0
	E/s Hidden Springs, from Shadow Ridge to Mountain View	Tipawanna	Remove	0	1
	E/s Hidden Springs from Mountain Viw to Country Gate	Bottle	Trim	7	0
	E/s corners of Hidden Springs and Country Gate	Camphor	Trim	4	0
	E/s corners of Hidden Springs and Country Gate	Tipawanna	Trim	2	0
	E/s Hidden Spings from Country Gate to Mountain View	Bottle	Trim	31	0
	E/s Hidden Spings from Country Gate to Mountain View	Tipawanna	Trim	2	0
	E/s Hidden Spings from Country Gate to Mountain View	Alder	Trim	2	0
	E/s Hidden Springs from Mountin View to Pigeon Pass	Pine	Trim	1	0
	E/s Hidden Springs from Mountin View to Pigeon Pass	Bottle	Trim	5	0
	E/s Hidden Springs from Mountin View to Pigeon Pass	Oak	Trim	1	0

ATTACHMENT 1

Zone	Street Section	Tree Species	Work to be Performed Trim or Removal	No of Trees to be Trimmed	No of Trees to be Removed
E-2 Hidden Springs (Cont.)	E/s Hidden Springs from Mountin View to Pigeon Pass	Pepper	Trim	5	0
	Hidden Springs Entry Median (all trees)	Eucalyptus	Trim	5	0
	W/s Hidden Springs from Pigeon Pass to Box Spring's Park Entrance	Eucalyptus	Trim	13	0
	W/s Hidden Springs from Pigeon Pass to Box Spring's Park Entrance	Pine	Trim	2	0
	W/s Hidden Springs from Pigeon Pass to Box Spring's Park Entrance	Pepper	Trim	17	0
	W/s Hidden Springs from Box Springs Parkw Entry to Country Gate	Eucalyptus	Trim	5	0
	W/s Hidden Springs from Box Springs Parkw Entry to Country Gate	Alder	Trim	4	0
	W/s Hidden Springs from Box Springs Parkw Entry to Country Gate	Bottle	Trim	7	0
	W/s corner of Country Gate and Hidden Springs	Tipawanna	Trim	2	0
	W/s Hidden Springs from Country Gate to Mountain View	Alder	Trim	14	0
	W/s Hidden Springs from Country Gate to Mountain View	Bottle	Trim	6	0
	W/s Hidden Springs from Country Gate to Mountain View	Tipawanna	Trim	3	0
	W/s Hidden Springs Mountain View to Del Cresta	Tipawanna	Trim	4	0
	W/s Hidden Springs Mountain View to Del Cresta	Bottle	Trim	5	0
	W/s Hidden Springs Mountain View to Del Cresta	Alder	Trim	1	0
	W/s Hidden Springs from Del Cresta to Country Crest	Oak	Trim	4	0
	W/s Hidden Springs from Del Cresta to Country Crest	Alder	Trim	2	0
	W/s Hidden Springs from Del Cresta to Country Crest	Bottle	Trim	36	0
	W/s Hidden Springs from Del Cresta to Country Crest	Bottle	Removal	0	1
	W/s Hidden Springs from Del Cresta to Country Crest	Alder	Removal	0	5
	W/s Pigeon Pass from Hiddden Springs to Hidden Springs	Bottle	Trim	22	0
	W/s Pigeon Pass from Hiddden Springs to Hidden Springs	Tipawanna	Trim	16	0
	Paseo Behind 10192 Cartagena Dr.	Eucalyptus	Trim	1	0
	Total (E-2)			**280**	**7**
E-3 MV Ranch - West					
	E/s of Kitching from Camino Marilena to Krameria	African Sumac	Trim	34	0
	S/s of Krameria from Kitching to Lasselle	African Sumac	Trim	18	0
	S/s of Krameria from Kitching to Lasselle	Oak	Trim	29	0
	S/s of Krameria from Lasselle to College	Oak	Trim	48	0
	N/s of Krameria from Lasselle to Kitching	African Sumac	Trim	43	0
	N/s of Krameria from Lasselle to Kitching	Oak	Trim	48	0
	E/s of Kitching from Krameria to Iris	African Sumac	Trim	22	0
	S/s of Iris from Kitching to Lasselle	African Sumac	Trim	19	0
	N/s of Iris from Los Cabos to Kitching	African Sumac	Trim	20	0
	E/s of Kitching from Iris to Gentian	African Sumac	Trim	36	0
	S/s of Gentian from Kitching to Lasselle	African Sumac	Trim	28	0
	W/s of Lasselle from Calle Agua to Krameria	African Sumac	Trim	13	0

Zone	Street Section	Tree Species	Work to be Performed Trim or Removal	No of Trees to be Trimmed	No of Trees to be Removed
E-3 MV Ranch - West (Cont.)	W/s of Lasselle from Krameria to Arroyo Park	African Sumac	Trim	20	0
	W/s of Lasselle from Arroyo Park to Camino Del Rey	Oak	Trim	24	0
	E/s of Lasselle St. from Kentucky Derby to Cremello	Oak	Trim	9	0
	E/s of Lasselle from Via Xavier to Krameria	African Sumac	Trim	14	0
	E/s of Lasselle from Iris to the High School	African Sumac	Trim	13	0
	SEC of Gentian & Lasselle	California Pepper	Trim	1	0
	SEC of Krameria & Kitching	California Pepper	Trim	1	0
	SWC of Gentian & Lasselle	California Pepper	Trim	1	0
	SEC of Iris & Kitching	California Pepper	Trim	1	0
	SWC of Iris & Lasselle	California Pepper	Trim	1	0
	NEC of Iris & Kitching	California Pepper	Trim	1	0
	SEC of Iris & Lasselle	California Pepper	Trim	1	0
	Both corners on the North Side of Iris & Ponderosa	California Pepper	Trim	2	0
	NEC of Krameria & Kitching	California Pepper	Trim	1	0
	Miscellaneous Removals throughout E-4	Misc.	Removals	0	14
	Total (E-3)			**448**	**14**
E-4 MV Ranch - East					
	S/s of Iris Ave., from Hammet to Oliver	Pepper	Trim	4	0
	S/s of Iris Ave., from Hammet to Oliver	Pine	Trim	43	0
	S/s of Iris Ave., from Hammet to Oliver	Eucalyptus	Trim	40	0
	E/s of Oliver St., South of Iris Ave.	Pepper	Trim	2	0
	E/s of Oliver St., South of Iris Ave.	Palm	Trim	5	0
	S/s of Iris Ave., from Oliver St. to Via De Lago	Pine	Trim	3	0
	S/E side of Moreno Beach from Via De Lago	Pine	Trim	22	0
	S/E side of Moreno Beach from Via De Lago	Eucalyptus	Trim	14	0
	S/E and S/W corners of John F. Kennedy Dr. & Bayhill	Pepper	Trim	2	0
	S/s of John F. Kennedy Dr. from Bayhill to Campionship	Pine	Trim	32	0
	S/s of John F. Kennedy Dr. from Bayhill to Campionship	Eucalyptus	Trim	33	0
	S/E and S/W corners of Championship	Pepper	Trim	2	0
	S/E and S/W corners of Championship	Pine	Trim	3	0
	S/s of John F. Kennedy Dr. from Championship to Sevilla	Pine	Trim	33	0
	N/E and N/W corners of Sevilla	Pepper	Trim	2	0
	S/s of John F. Kennedy from Sevilla to Barcelona	Pine	Trim	32	0
	N/E and N/W corners of Barcelona	Pepper	Trim	1	0
	N/E and N/W corners of Barcelona	Pine	Trim	2	0
	S/E corner of Cactus and John F. Kennedy Dr.	Pepper	Trim	1	0
	S/E corner of Cactus and John F. Kennedy Dr.	Palms	Trim	9	0

Zone	Street Section	Tree Species	Work to be Performed Trim or Removal	No of Trees to be Trimmed	No of Trees to be Removed
E-4 MV Ranch - East (Cont.)	S/W corner of Cactus and John F. Kennedy Dr.	Pepper	Trim	1	0
	S/W corner of Cactus and John F. Kennedy Dr.	Palms	Trim	11	0
	W/S of John F. Kennedy Dr. from Cactus to Championship	Pine	Trim	8	0
	W/S of John F. Kennedy Dr. from Championship Dr. to Moreno Beach Dr.	Pine	Trim	6	0
	SEC of Moreno Beach Drive and Cactus Ave.	Pepper	Trim	1	0
	SEC of Moreno Beach Drive and Cactus Ave.	Palms	Trim	11	0
	N/s of Iris Ave., from Vea De Lago to Oliver St.	Pine	Trim	14	0
	N/s of Iris Ave., from Vea De Lago to Oliver St.	Eucalyptus	Trim	6	0
	Miscellaneous Removals throughout E-3	Misc. Trees	Removals	0	20
	Total (E-4)			**343**	**20**
E-7 Centerpointe					
	W/S of Frederick from Alessandro Blvd. to Cactus Ave.	Pine	Trim	37	0
	S/W corner of Alessandro Blvd. and Frederick St.	Pepper	Trim	4	0
	S/W corner of Alessandro Blvd. and Frederick St.	Palm	Trim	3	0
	S/E corner of Alessandro Blvd. and Frederick St.	Pepper	Trim	4	0
	S/E corner of Alessandro Blvd. and Frederick St.	Palm	Trim	4	0
	N/W corner of Cactus Ave. and Frederick St.	Pepper	Trim	4	0
	N/W corner of Cactus Ave. and Frederick St.	Palm	Trim	5	0
	N/E corner of Cactus Ave. and Frederick St.	Pepper	Trim	4	0
	N/E corner of Cactus Ave. and Frederick St.	Palm	Trim	5	0
	E/s of Frederick St., from Cactus Ave. to Alessandro Blvd.	Pine	Tim	56	0
	Total (E-7)			**126**	**0**
E-8 Promontory Park					
	Morgan St. and John F. Kennedy Dr.	London Plane	Trim	5	0
	Corner of John F. Kennedy Dr., and Morgan St.	Pear	Trim	1	0
	Morgan St. and John F. Kennedy Dr.	Pear	Removal	0	1
	Total (E-8)			**6**	**1**
E-12 Stoneridge Ranch	Bloomfield St.	Palo Verde	Trim	4	0
	Nason St./Fir Ave./Eucalyptus Ave.	Palo Verde	Trim	15	0
	Total (E-12)			**19**	**0**
E-16 Shadow Mountain					
	E/s Pigeon Pass from Sunnymead Pkyway to Outlaw	Holy Oak	Trim	10	0
	E/s Pigeon Pass from Sunnymead Pkyway to Outlaw	Liquid Ambar	Trim	1	0
	E/s Pigeon Pass from Sunnymead Pkyway to Outlaw	Oak	Trim	2	0

ATTACHMENT 1

Zone	Street Section	Tree Species	Work to be Performed Trim or Removal	No of Trees to be Trimmed	No of Trees to be Removed
E-16 Shadow Mountain (Cont.)	E/s Pigeon Pass from Sunnymead Pkyway to Outlaw	Bottle	Trim	6	0
	S/s Presido Hills Dr. to Via Montara	Bottle	Trim	1	0
	S/s Presido Hills Dr. to Via Montara	Liquid Ambar	Trim	5	0
	Presido Hills Medians	Sagleaf Zelkova	Trim	1	0
	N/s Presido Hills from Via Montara to Pigeon Pass	Liquid Ambar	Trim	4	0
	N/s Presido Hills from Via Montara to Pigeon Pass	Bottle	Trim	1	0
	S/s Presido Hills Dr. from Montara to Via Del Norte	Liquid Ambar	Trim/Removal	6	1
	S/s Presido Hills Dr. from Via Del Norte to Epada Creek	Liquid Ambar	Trim	9	0
	S/s Presido Hills Dr. from Via Del Norte to Epada Creek	Oak	Trim	2	0
	W/s Epada Creek	Liquid Ambar	Trim/Removal	3	1
	W/s Via Del Norte from Presido Hills to Sunnymead Parkway	Liquid Ambar	Trim	4	0
	Sunnymead Pkway	Sagleaf Zelkova	Trim	12	0
	E/s Svia Del Norte - Slope behind Trail	Bottle	Trim	3	0
	E/s Svia Del Norte - Slope behind Trail	Holy Oak	Trim	5	0
	E/s Svia Del Norte - Slope behind Trail	Pine	Trim	2	0
	E/s Svia Del Norte - Slope behind Trail	Oak	Trim	2	0
	E/s Svia Del Norte - Slope behind Trail	Pepper	Trim	3	0
	W/s Via Del Norte	Pepper	Removal	0	1
	Total (E-16)			**82**	**3**
DSG-1 Tracts					
TR 18283	N/s of Ironwood Ave., between Graham St. & Bayless	Sycamore	Removal	0	1
TR 19142	Cactus Ave. and Parkwood	Pine	Removal	0	1
TR 19541	Eucalyptus and Pepperbush St.	Plum	Removal	0	2
TR 21597	Cactus Ave. and Kitching St. to Jonestown St.	Camphor	Trim	16	0
TR 31129	Cactus Ave. and Dusty Coyote St.	Sumac African	Trim	20	0
	Total (D - DSG-1)			**36**	**4**
DSG-2 Tracts					
TR 17334	W/o Twilight	Sycamores	Trim	2	0
TR 17334	W/o Twilight	Pine	Trim	3	0
TR 17334	W/o Twilight	Queen Palm	Trim	1	0
TR 17334	Twilight	Pine	Trim	4	0
TR 17334	Twilight	Queen Palm	Trim	1	0
TR 17334	W/o Twilight	Pine	Trim	16	0
TR 17334	W/o Twilight	Palms	Trim	17	0
TR 19032	Clark St.	Jacaranda	Trim	44	0
TR 19032	Clark St.	Willow	Trim	1	0
TR 19032	Clark St.	Pepper	Trim	1	0

Zone		Street Section	Tree Species	Work to be Performed Trim or Removal	No of Trees to be Trimmed	No of Trees to be Removed
DSG-2 Tracts (Cont.)	TR 19032	Clark St.	Carrotwood	Trim	1	0
	TR 19032	Clark St.	Pine	Trim	10	0
	TR 19208	Along Ironwood Ave.	Palms	Trim	8	0
	TR 19208	Along Ironwood Ave.	Pine	Trim	15	0
	TR 19551	Ironwood Ave./Pigeon Pass Rd.	Sycamore	Trim	30	0
	TR 20525	East to Barbazon	Sycamores	Trim	26	0
	TR 20525	W/o Barbazon	Camphors	Trim	3	0
	TR 20525	Montecello	Camphors	Trim	3	0
	TR 20552	Along Heacock St.	Sycamore	Removal	0	1
	TR 21332	E/o Day St.	Liquid Ambar	Removal	0	1
	TR 21333	Ironwood Ave.	Liquid Ambar	Removal	0	1
	TR 22276	Morrison St., S/o Fir St.	Liquid Ambar	Removal	0	1
	TR 22277	Morrison St./Fir Ave.	Sycamore	Trim	3	0
	TR 22277	Morrison St./Fir Ave.	Pine	Trim	15	0
	TR 22277	Morrison St., N/o Fir St.	Liquid Ambar	Removal	0	1
	TR 22371	Eucalyptus Ave.	Plum	Trim	6	0
	TR 12773	Along Lasselle St, S/o John F. Kennedy Dr.	Liquid Ambar	Removal	0	4
	TR 17867	Lasselle St.	Pine	Trim	10	0
	TR 19434	Along Kitching St.	Liquid Ambar	Removal	0	4
	TR 19685	Lasselle St., Gentian Ave., Kitching St.	Palms	Trim	31	0
	TR 19957	Along Frederick St.	Liquid Ambar	Removal	0	3
	TR 20859	Perris Blvd.	Sycamore	Trim	26	0
	TR 20859	Along Perris Blvd., S/o Krameria Ave.	Sycamore	Removal	0	1
	TR 30027	Dracea Ave., Nason St., Cottonwood Ave.	Jacarandas	Trim	18	0
	TR 32018	Along Cottonwood Ave.	Liquid Ambar	Removal	0	1
		Total (D - DSG- 2 North)			**295**	**18**
		Grand Total			**1,808**	**67**

ATTACHMENT 1

INDEPENDENT CONTRACTOR AGREEMENT

R.F.P. NO. 2011 TREE TRIM/REMOVAL
PROJECT NO. 2011 TREE TRIM/REMOVAL

PARKWAY AND MEDIAN
TREE TRIMMING AND REMOVAL

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name	West Coast Arborists, Inc.
Street Address	2200 E. Burton Street
Street Address	
City, State, Zip	Anaheim, CA 92806
Mailing Address	
(If same as Street Address,	Same as Above
write same or same as above)	
Business Phone (with area code)	(714) 991-1900
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	(909) 783-6544
Fax Number	(714)991-1027
Email Address	www.WCAINC.com
Social Security Number	
Business License Number	
Federal Tax ID Number	95-3250682
Contractor's License Number	
& Classification	366764 C27/C61/D49

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contract Starting Date is November 1, 2011 and the Contract Ending Date is June 30, 2012. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

A. Control of Work. Except for compliance with specifications and performance standards provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Contract.

MV00212306

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, RDA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, RDA, and District, against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the

Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Contract

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.
By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City's Risk Manager prior to the execution of this Contract. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the City of amendment or cancellation to the District, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated

as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended either by a subsequent written Contract signed by both parties or as provided for in Section 3, Paragraph K, Notice of Service Level Adjustment. Assignment of this Contract is prohibited without prior written consent.

J. Termination.

1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.

2. The District may terminate this Contract without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Notice of Service Level Adjustments. A minimum 30 day written notice to the Contractor shall be provided by the District regarding any reduction or addition of service to be provided by the Contractor in accordance with the terms of the Contract. It will be the responsibility of the Contractor to provide a revised schedule of service within 30 days of the receipt of notice and to adjust monthly invoicing in accordance with the terms of the reduction or addition to the service area.

L. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

M. Restrictions on District / City Employees. The Contractor shall not employ any

MV00212309

District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.

N. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.

O. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor: 2200 E. Via Burton St., Anaheim, CA 92806
[Mailing Address (Post Office Box, if applicable]
(714) 991-1900
[Telephone number]
(714) 991-1027
[Fax number]
vgonzalez@wcainc.com
[Email address]

With a copy to:
[Attorney for Contractor, if applicable]
[Street Address]
[Post Office Box, if applicable]
[City, State, Zip]
[Telephone number]
[Fax number]
[Email address]

To CSD: MORENO VALLEY COMMUNITY SERVICES DISTRICT
Public Works Department
Special Districts Division
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Special Districts Division Manager
Telephone number: 951. 413-3480
Fax Number: 951. 413-3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951. 413-3036
Fax number: 951. 413-3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____

Title: City Manager, acting in the capacity of for District Manager of the Board of Directors of the Moreno Valley Community Services District

Date: 11/15/11

West Coast Arborists, Inc.

By: _____ Patrick Mahoney

Title: (President or Vice President)

Date: NOVEMBER 1, 2011

By: _____ Richard Mahoney

Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: NOVEMBER 1, 2011

Affix Corporate Seal Below
(If applicable)

INTERNAL USE ONLY

ATTEST:

_____
City Clerk
(*For City Council or CSD Board Approvals*)

APPROVED AS TO LEGAL FORM:

_____
City Attorney

17 Nov 2011
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

11-14-11
Date

Attachments

BOND NUMBER CF4282
PREMIUM: $746.00
EXECUTED IN DUPLICATE

APPENDIX E: BOND FORMS – FAITHFUL PERFORMANCE

BOND NO.:
FAITHFUL PERFORMANCE BOND

R.F.P. NO. 2011 TREE TRIM/REMOVAL
PROJECT NO. 2011 TREE TRIM/REMOVAL

PARKWAY AND MEDIAN TREE TRIMMING AND REMOVAL

WHEREAS the Board of Directors of the Moreno Valley Community Services District, State of California, and WEST COAST ARBORISTS, INC., hereinafter designated as "Principal," have entered into an Agreement whereby Principal agrees to maintain certain designated public improvements, which said Agreement, dated _____, 20___, and identified as PROJECT NO. PMTTRES/11 is hereby referred to, and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement,

NOW, THEREFORE, we, the Principal, and CONTRACTORS BONDING AND INSURANCE COMPANY as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of NINETY-THREE THOUSAND * dollars ($ 93,220.00 - -) (words and figures) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents. *TWO HUNDRED TWENTY AND NO/100

The conditions of this obligation are such that if the above-bounded Principal, his heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement, and any alteration thereof made as therein provided on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the Moreno Valley Community Services District, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force, and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Moreno Valley Community Services District in successfully enforcing such obligation, all to be taxed as costs, and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the specifications.

** THE EFFECTIVE DATE OF THE BOND SHALL BE FROM 11-1-11 THROUGH 6-30-12 AND SURETY SHALL NOT BE LIABLE FOR ANY DEFAULTS OR EVENTS ARISING EITHER BEFORE OR AFTER THE EFFECTIVE DATE OF THE BOND. AT SOLE OPTION OF THE SURETY, THE BOND MAY ONLY BE RENEWED BY CONTINUATION OR RENEWAL CERTIFICATE, AND/OR RIDER SETTING FORTH NEW COMMENCEMENT AND EXPIRATION DATES. NON-RENEWAL OF THE BOND, WHETHER OR NOT A BREACH OF CONTRACT, SHALL NOT BE CONSIDERED A BREACH WITHIN THE EFFECTIVE PERIOD OF THE BOND.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on NOVEMBER 1, 2011.

PRINCIPAL	SURETY
Name: **WEST COAST ARBORISTS, INC.**	Name: CONTRACTORS BONDING AND INSURANCE COMPANY
Address: 2200 E. VIA BURTON STREET	Address: 111 PACIFICA, SUITE 350
ANAHEIM, CA 92806	IRVINE, CA 92618
Telephone Number: 714/991-1900	Telephone Number: (949) 341-9110
By: PATRICK MAHONEY	By: MICHAEL D. STONG
Title: PRESIDENT	Title: ATTORNEY-IN-FACT
By: RICHARD MAHONEY	By:
Title: VICE-PRESIDENT/ASST. SECRETARY	Title:

Approved as to form this 17TH day of Nov, 2011

City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)

RISK MANAGEMENT
Approved

By 11-15-11
Date

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Orange

On 11/3/11 (Date) before me, Victor M. Gonzalez, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Patrick Mahoney and Richard Mahoney (Name(s) of Signer(s))

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

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

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

VICTOR M. GONZALEZ
Commission # 1919509
Notary Public - California
Orange County
My Comm. Expires Jan 27, 2015

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: APPENDIX E: BOND FORMS - FAITHFUL PERFORMANCE

Document Date: 11/1/11 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Patrick Mahoney
- ☐ Individual
- ☒ Corporate Officer — Title(s): President
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: West Coast Arborists, Inc.

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: Richard Mahoney
- ☐ Individual
- ☒ Corporate Officer — Title(s): V.P./Asst. Secretary
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: West Coast Arborists, Inc.

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On 11/1/14 before me, R. NAPPI "NOTARY PUBLIC",
(Here insert name and title of the officer)

personally appeared MICHAEL D. STONG,

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

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

WITNESS my hand and official seal.

R. Nappi
Signature of Notary Public

(Notary Seal)

RRS1 R. NAPPI COMM. #1796916 NOTARY PUBLIC - CALIFORNIA RIVERSIDE COUNTY My Comm. Expires June 7, 2012 RRS1

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

BOND NUMBER CF 4281
PREMIUM INCLUDED IN PERFORMANCE BOND
EXECUTED IN DUPLICATE

APPENDIX D: BOND FORMS – MATERIAL AND LABOR

BOND NO.:
MATERIALS AND LABOR BOND

R.F.P. NO. 2011 TREE TRIM/REMOVAL
PROJECT NO. 2011 TREE TRIM/REMOVAL

PARKWAY AND MEDIAN TREE TRIMMING AND REMOVAL

KNOW ALL MEN BY THESE PRESENTS,

THAT WEST COAST ARBORISTS, INC., as Principal, and CONTRACTORS BONDING AND INSURANCE COMPANY, as Surety, as held firmly bound unto the Moreno Valley Community Services District, in the just and full amount of NINETY-THREE THOUSAND TWO HUNDRED TWENTY AND NO/100 dollars ($ 93,220.00 - -) (amount in words and figures), for the payment whereof, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Given under our hands and sealed with our seals this 1st day of NOVEMBER, 2011.

The condition of the foregoing obligation is such that,

WHEREAS, the above-named Principal is about to enter into a Contract with the Moreno Valley Community Services District whereby said principal agrees to provide tree trimming and/or removal services as required in accordance with the provisions of PROJECT NO. PMTTRES/11, as provided in said Contract, which said Contract is hereby referred to and made a part hereof to the same extent as if the same were herein specifically set forth;

NOW, THEREFORE, if the said Principal or any subcontractor of said Principal shall fail to pay for any materials, provisions, provider of other supplies, or teams used in, upon, for or about the performance of said work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety will pay for the same in an amount not exceeding the sum hereinabove specified, and in case suit is brought hereon, a reasonable attorney's fee to be fixed by the Court, otherwise this bond shall be void and of no effect;

PROVIDED, that no amendment, change, extension of time, alteration, or addition to said Contract or Agreement, or of any feature or item or items or performance required therein or thereunder shall in any manner effect the obligation of the undersigned on or under this bond; and the surety does hereby waive notice of such amendment, limitation of time for bringing action on this bond by the District change, extension of time, alteration or addition to said Contract or Agreement, and of any feature or item or items of performance required herein or thereunder.

This bond shall inure to the benefit of any and all persons entitled to file claims under Sections 3181 through 3187 of the Civil Code of the State of California, and shall give right of action to such persons or their assigns in any suit brought upon this bond.

** THE EFFECTIVE DATE OF THE BOND SHALL BE FROM 11-1-11 THROUGH 6-30-11 AND SURETY SHALL NOT BE LIABLE FOR ANY DEFAULTS OR EVENTS ARISING EITHER BEFORE OR AFTER THE EFFECTIVE DATE OF THE BOND. AT SOLE OPTION OF THE SURETY, THE BOND MAY ONLY BE RENEWED BY CONTINUATION OR RENEWAL CERTIFICATE, AND/OR RIDER SETTING FORTH NEW COMMENCEMENT AND EXPIRATION DATES. NON-RENEWAL OF THE BOND, WHETHER OR NOT A BREACH OF CONTRACT, SHALL NOT BE CONSIDERED A BREACH WITHIN THE EFFECTIVE PERIOD OF THE BOND.

WITNESS our hands this 1st day of NOVEMBER, 20 11.

PRINCIPAL	SURETY
Name: **WEST COAST ARBORISTS, INC.**	Name: CONTRACTORS BONDING AND INSURANCE COMPANY
Address: 2200 E. VIA BURTON STREET ANAHEIM, CA 92806	Address: 111 PACIFICA, SUITE 350 IRVINE, CA 92618
Telephone Number: 714/991-1900	Telephone Number: (949) 341-9110
By: PATRICK MAHONEY	By: MICHAEL D. STONG
Title: PRESIDENT	Title: ATTORNEY-IN-FACT
By: RICHARD MAHONEY	By:
Title: VICE-PRESIDENT/ASST. SECRETARY	Title:

Approved as to form this 17TH day of Nov, 20 11.

City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)

RISK MANAGEMENT
Approved

By 11-15-11 Date

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Orange

On 11/3/11 (Date) before me, Victor M. Gonzalez, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Patrick Mahoney and Richard Mahoney (Name(s) of Signer(s)),

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

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

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

VICTOR M. GONZALEZ
Commission # 1919509
Notary Public - California
Orange County
My Comm. Expires Jan 27, 2015

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: APPENDIX D: BOND FORMS - MATERIAL AND LABOR

Document Date: 11/1/11 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Patrick Mahoney
- ☐ Individual
- ☒ Corporate Officer — Title(s): President
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: West Coast Arborists, Inc.

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: Richard Mahoney
- ☐ Individual
- ☒ Corporate Officer — Title(s): V.P./Asst. Secretary
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: West Coast Arborists, Inc.

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On 11/1/11 before me, R. NAPPI "NOTARY PUBLIC",
(Here insert name and title of the officer)

personally appeared MICHAEL D. STONG,

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

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

WITNESS my hand and official seal.

R. Nappi
Signature of Notary Public

(Notary Seal)

R. NAPPI
COMM. #1796916
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Comm. Expires June 7, 2012

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

Contractors Bonding and Insurance Company
1213 Valley Street
P.O. Box 9271
Seattle, WA 98109-0271

POWER OF ATTORNEY
Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **Contractors Bonding and Insurance Company**, a Washington corporation, does hereby make, constitute and appoint: Jeremy Pendergast, Rosemary Nappi, Michael D. Stong, jointly or severally.

in the City of Riverside, State of California its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million and 00/100 Dollars ($10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **Contractors Bonding and Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **Contractors Bonding and Insurance Company**, and now in force to-wit:

> **"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."**

IN WITNESS WHEREOF, the **Contractors Bonding and Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 11th day of July, 2011.

CONTRACTORS BONDING AND INSURANCE COMPANY
CORPORATE SEAL 1979 WASHINGTON

Contractors Bonding and Insurance Company

Roy C. Die — Vice President

State of Washington } SS
County of King

On this 11th day of July, 2011, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

Joseph B. Muller — Notary Public

Notary Public
State of Washington
JOSEPH B. MULLER
MY COMMISSION EXPIRES
March 29, 2012

CERTIFICATE

I, the undersigned officer of **Contractors Bonding and Insurance Company**, a stock corporation of the State of Washington, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **Contractors Bonding and Insurance Company** this 1st, day of October, 2011.

Contractors Bonding and Insurance Company

Roy C. Die — Vice President

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EXHIBIT A

R.F.P. NO. 2011 TREE TRIM/REMOVAL
PROJECT NO. 2011 TREE TRIM/REMOVAL

PARKWAY AND MEDIAN
TREE TRIMMING AND REMOVAL

1. SCOPE OF WORK

A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of tree trimming and removal services within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Project Location Maps and described on the tree trimming/removal list as attached at the end of this Exhibit.

B. The Contractor shall have the duty to perform tree trimming and/or tree removal services. All work shall be performed in accordance with usual and customary horticultural practices to achieve and maintain healthy, viable trees. The Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

C. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the trees noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.

2. SCHEDULING OF WORK

A. The Contractor shall adhere to the facilities, equipment and annual work schedules submitted as a part of the Contractor's bid, and incorporated herein by this reference. These schedules, and any approved revisions thereto, shall be used by the District as a basis for determining Contractor's satisfactory performance.

B. Revisions to facilities, equipment, and annual work schedules shall not be implemented without the prior written approval of the Director. The Contractor shall submit proposed revisions to equipment and annual work schedules in writing to the District at the address as set forth in Section 3, paragraph O. of the Independent Contractor Agreement "Contract" at least ten (10) working days prior to commencing work per the proposed revisions.

C. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming

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liable to the District for non-performance penalties per Exhibit C, Section 4.

D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for additional maintenance as set forth herein.

E. When inclement weather renders performance per approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor shall adjust his work force in order to accomplish those work items not affected by weather, and shall contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-performance penalties per Exhibit C, Section 4.

F. For the purposes of this Contract, "Working Days" shall be Mondays through Thursdays, excluding holidays as provided herein. The hours of maintenance service shall be from 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

3. FUNCTIONS AND RESPONSIBILITIES

A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. This shall include but not be limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this review

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shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to perform services as required shall result in the District deducting payment in full or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

B. The Contractor or any subcontractors working under Contractor's direction and control must observe all restrictions on the unauthorized take of migratory birds, as set forth in the U.S. Fish and Wildlife Service Migratory Bird Treaty Act (MBTA), including but not limited to Sections 703-713 and the California Department of Fish and Game Code Sections 3503, 3503.5, and 3513.

C. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Appendix B, Monthly Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

D. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in the Contractor's company name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph F. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone, two-way radio, or pager. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at **<u>any</u>** time:

1. City Manager
5. Special Districts Division Manager

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2. Director of Public Works
3. Police Department
4. Fire Department
6. Street Maintenance Supervisor
7. Senior Landscape Services Inspector
8. Landscape Services Inspector

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. CONTRACTOR'S STAFF

A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.

C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.

D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements.

   Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

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5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprentice able craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

6. COMPLAINTS

A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.

B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph C. above.

C. In addition to the provisions of Section 6., paragraph A. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

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Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2010 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph C. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Exhibit A, Section 3, paragraph J of the Independent Contract Agreement.

8. ESTIMATED QUANTITIES

The estimated quantities given in the Bid Schedule are approximate only, being given as a basis for the comparison of bids. The District does not expressly or by implication, agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any portion of the work, or to omit portions of the work, or delete any bid items or work, as may be deemed necessary or advisable by the Director.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the

Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the City that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.

B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars ($25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

A. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

B. Repairs made to sites and site appurtenances that are damaged as a result of Acts of Nature, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2.

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16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Driver, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL PROVISIONS

A. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. Whenever site conditions permit, trees are allowed to grow to assume their full, natural shape, with the minimum trimming/pruning necessary to assure public safety and tree survival. All tree trimming/pruning shall be done in conformance with **ANSI 300-2001,** (or most current revision); safety requirements will be per **ANSI Z133-1994** (or most current revision) standards. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Trees shall be pruned as identified and requested in order to:

   (a) Remove dead, diseased, or damaged branches:

   (b) Remove unwanted encroachments into the public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

4. Trees up to eighteen feet (18') in height shall:

   (a) Be pruned to enable successful adaptation to their particular site situation;

   (b) Have no more than one-third (1/3) of living branches removed annually;

   (c) Be fertilized only as directed by District field staff.

5. Trees over eighteen feet (18') in height shall:

   (a) Pruned and/or trimmed as necessary to maintain proper site orientation;

   (b) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

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(c) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

6. Trimming/pruning tools shall:

   (a) Be kept properly sharpened and in proper working order.

   (b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work and between any cuts on any tree known to be diseased.

7. The following practices shall not be allowed:

   (a) Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping" or "topping").

   (b) Cuts made flush with the trunk or branch. The integrity of the branch collars must be maintained at all times.

   (c) Use of pruning paint/pruning compound/wound dressing.

   (d) Use of climbing spurs or gaffs.

8. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.

9. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

B. DEBRIS/LITTER

1. After pruning, trimming, or other work as required under this Contract, the Contractor shall remove immediately from the site all debris generated as a result of the operations to prune, trim or provide other work as required under this Contract and in the performance of the Contractor's work, and dispose of such debris in a legal manner.

2. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

3. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2.

4. The Contractor shall dispose of all debris and litter, as described in paragraphs 1 and 2 above, off-site, and in a legal manner.

5. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites.

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Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

6. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this contract, materials defined as "greenwaste" shall include all tree and plant parts (e.g., trimmings, prunings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in performance of contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

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18. PROJECT LOCATION MAPS

MV00212333

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-1 • Towngate

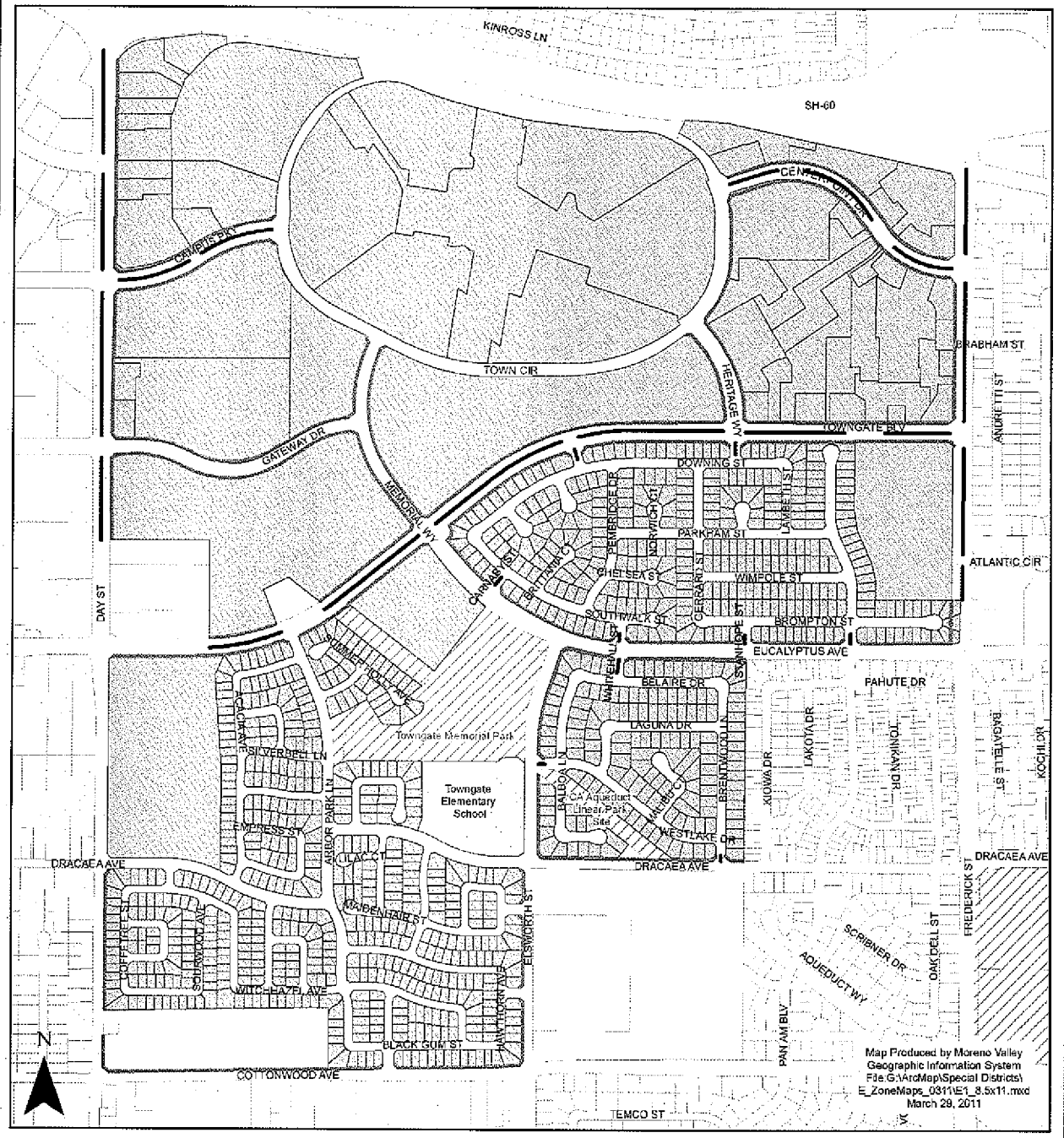

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Landscaped Median *(Medianas Ajardinadas)*

Landscaped Parkway *(Areas Ajardinadas)*

Zone E-1 Parcels *(Zona E-1 Parcelas)*

MORENO VALLEY
WHERE DREAMS SOAR

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-1A • Walls/Internal Landscape Maintenance

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CSD Maintained Aterial Walls

CSD Maintained Landscape and Internal Walls

Zone E-1A Parcels

MORENO VALLEY
WHERE DREAMS SOAR

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-2 • Hidden Springs

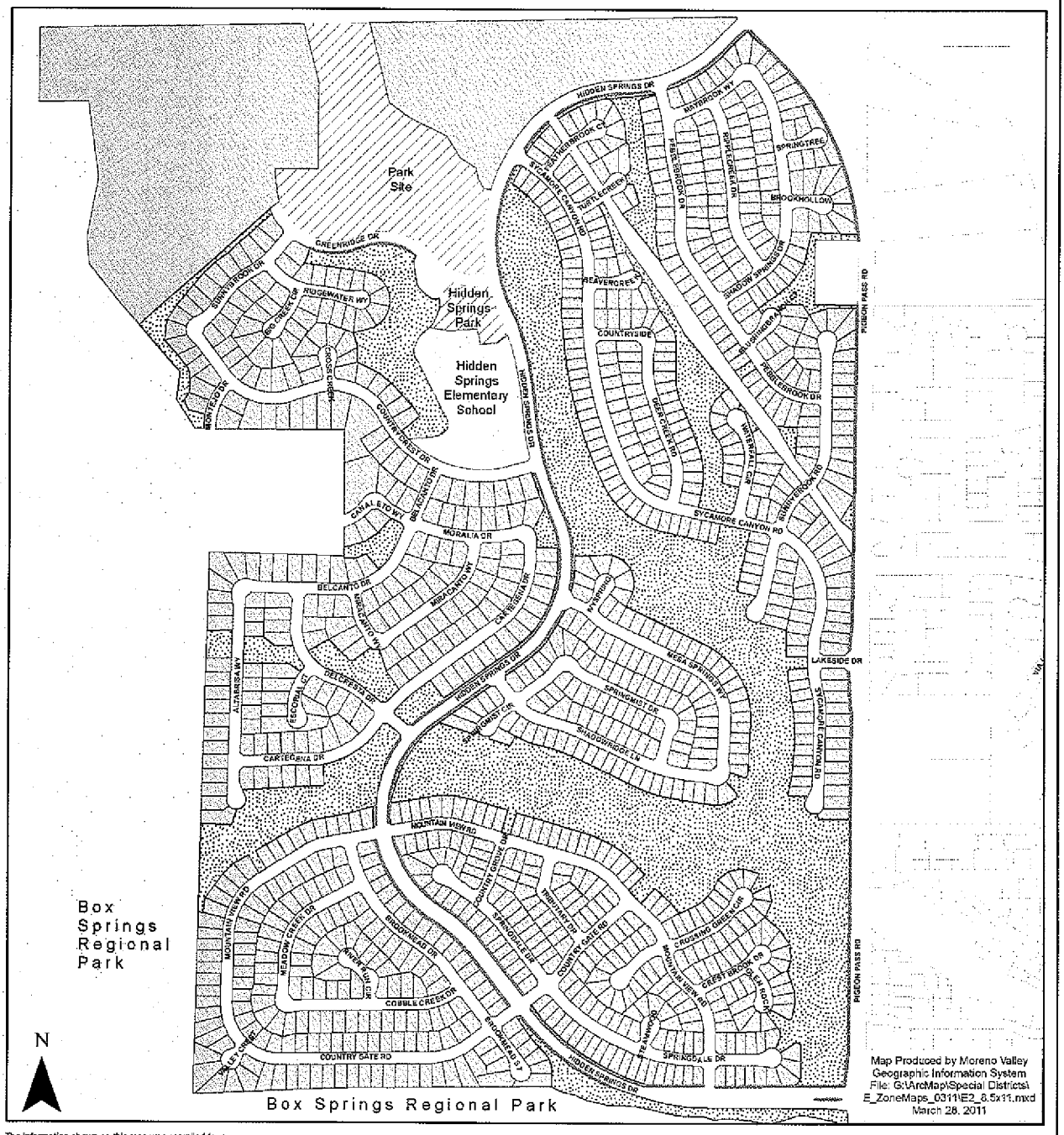

Map Produced by Moreno Valley Geographic Information System
File: G:\ArcMap\Special Districts\E_ZoneMaps_0311\E2_8.5x11.mxd
March 28, 2011

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Landscaped Parkway *(Areas Ajardinadas)*

Landscaped Open Space *(Area abierta Ajardinada)*

Zone E-2 Properties *(Zona E-2 Propiedades)*

MORENO VALLEY
WHERE DREAMS SOAR

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-3 • Moreno Valley Ranch - West

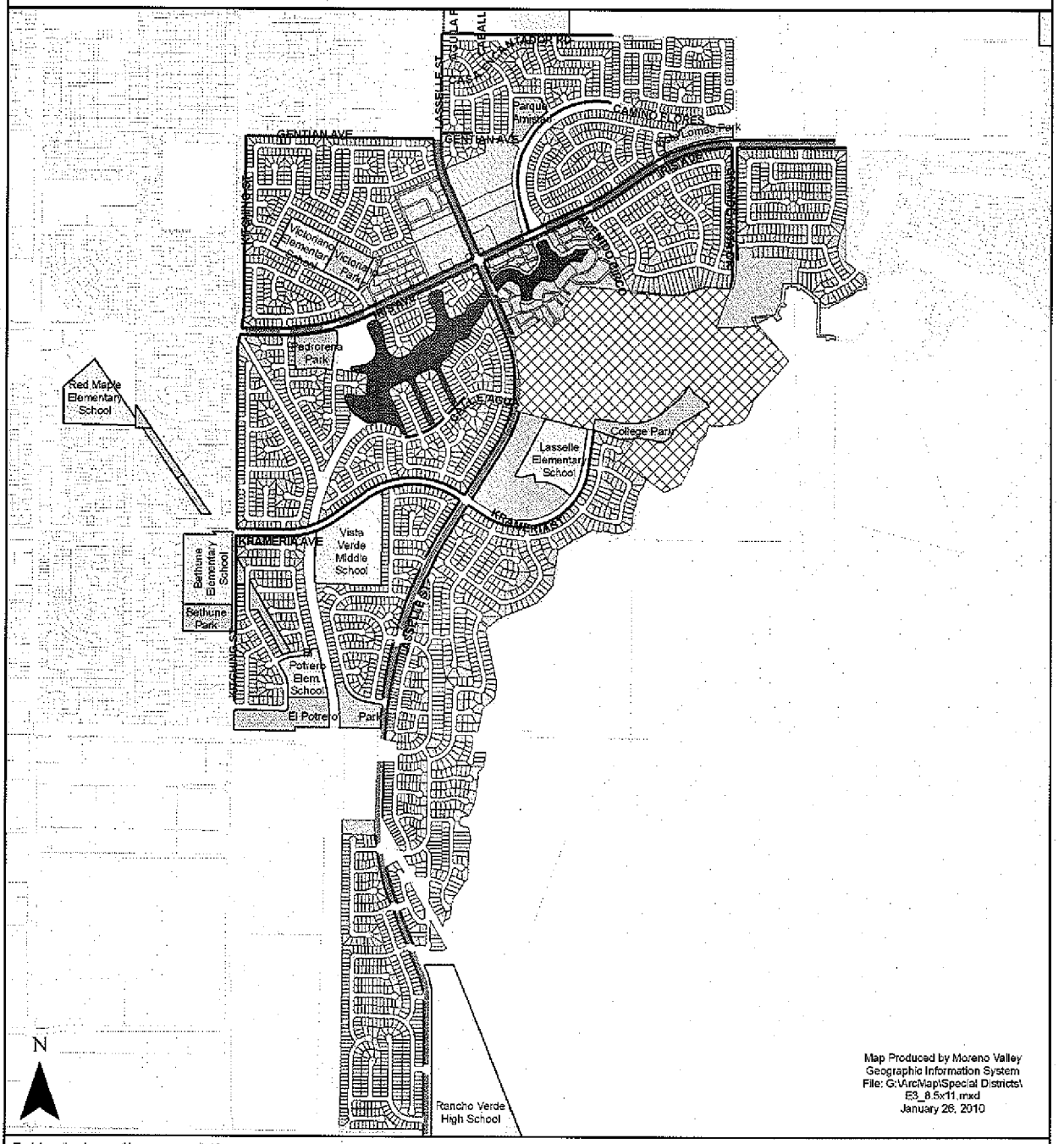

Map Produced by Moreno Valley Geographic Information System
File: G:\ArcMap\Special Districts\E3_8.5x11.mxd
January 26, 2010

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Landscaped Parkway
Medians
Not Part of Zone E-3
Zone E-3 Parcels

MORENO VALLEY
WHERE DREAMS SOAR

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-4 • Moreno Valley Ranch - East *(Este)*

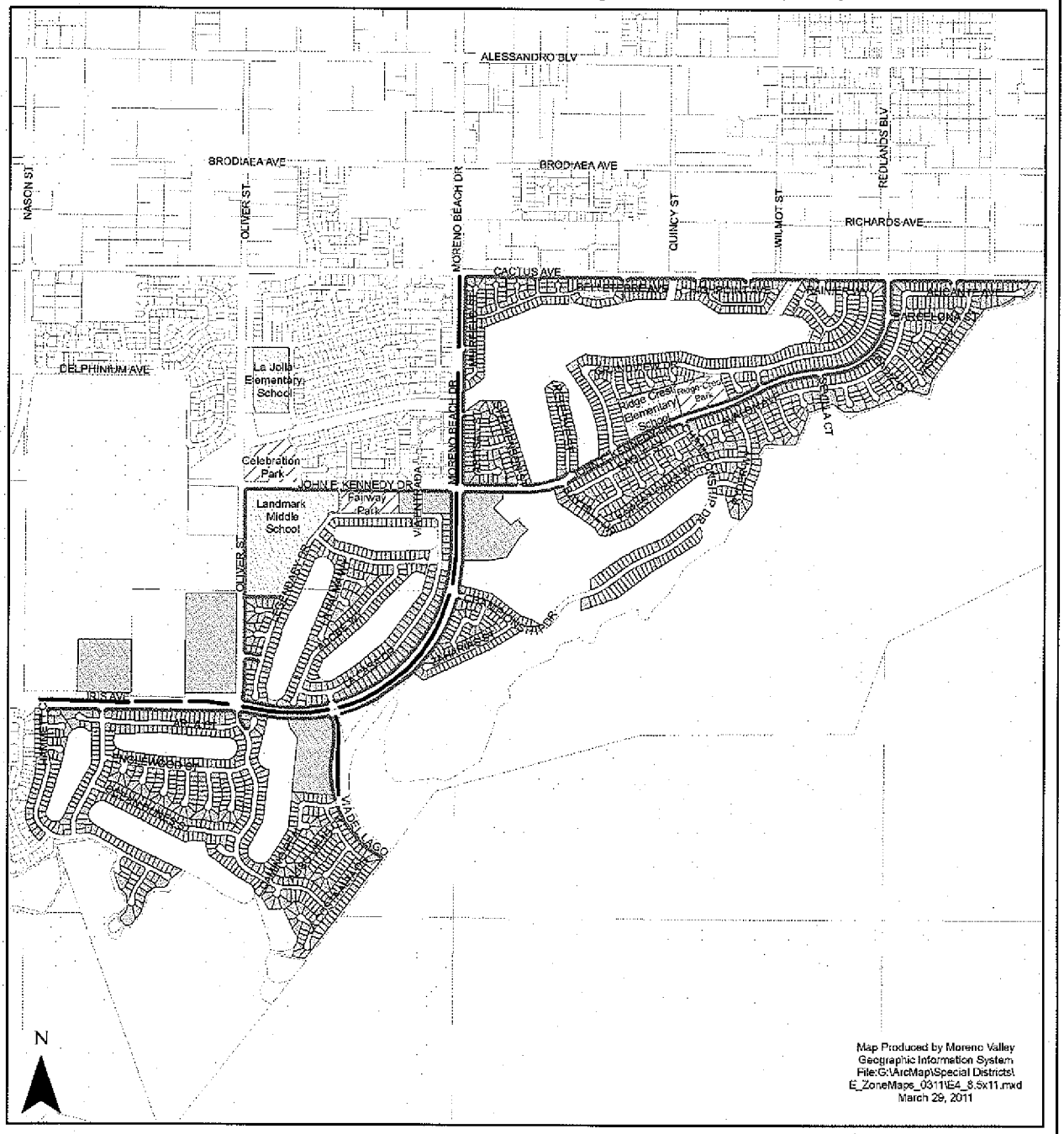

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Landscaped Parkway *(Areas Ajardinadas)*

Landscaped Median *(Medianas Ajardinadas)*

Zone E-4 Parcels *(Zona E-4 Parcelas)*

MORENO VALLEY
WHERE DREAMS SOAR

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-7 • Centerpointe

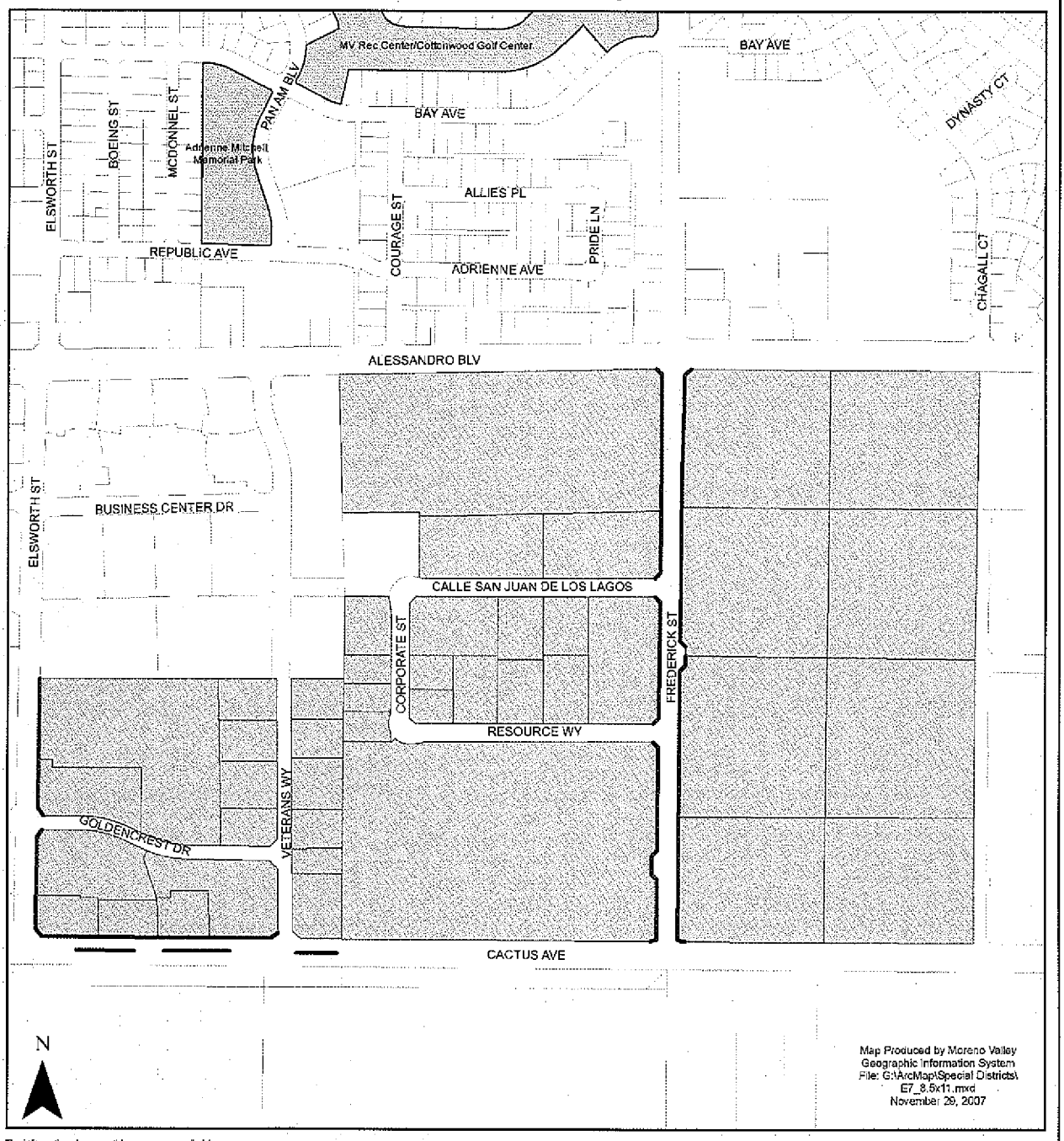

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Landscaped Median

Landscaped Parkway

Zone E-7 Parcels

MORENO VALLEY
WHERE DREAMS SOAR

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-8 • Promontory Park

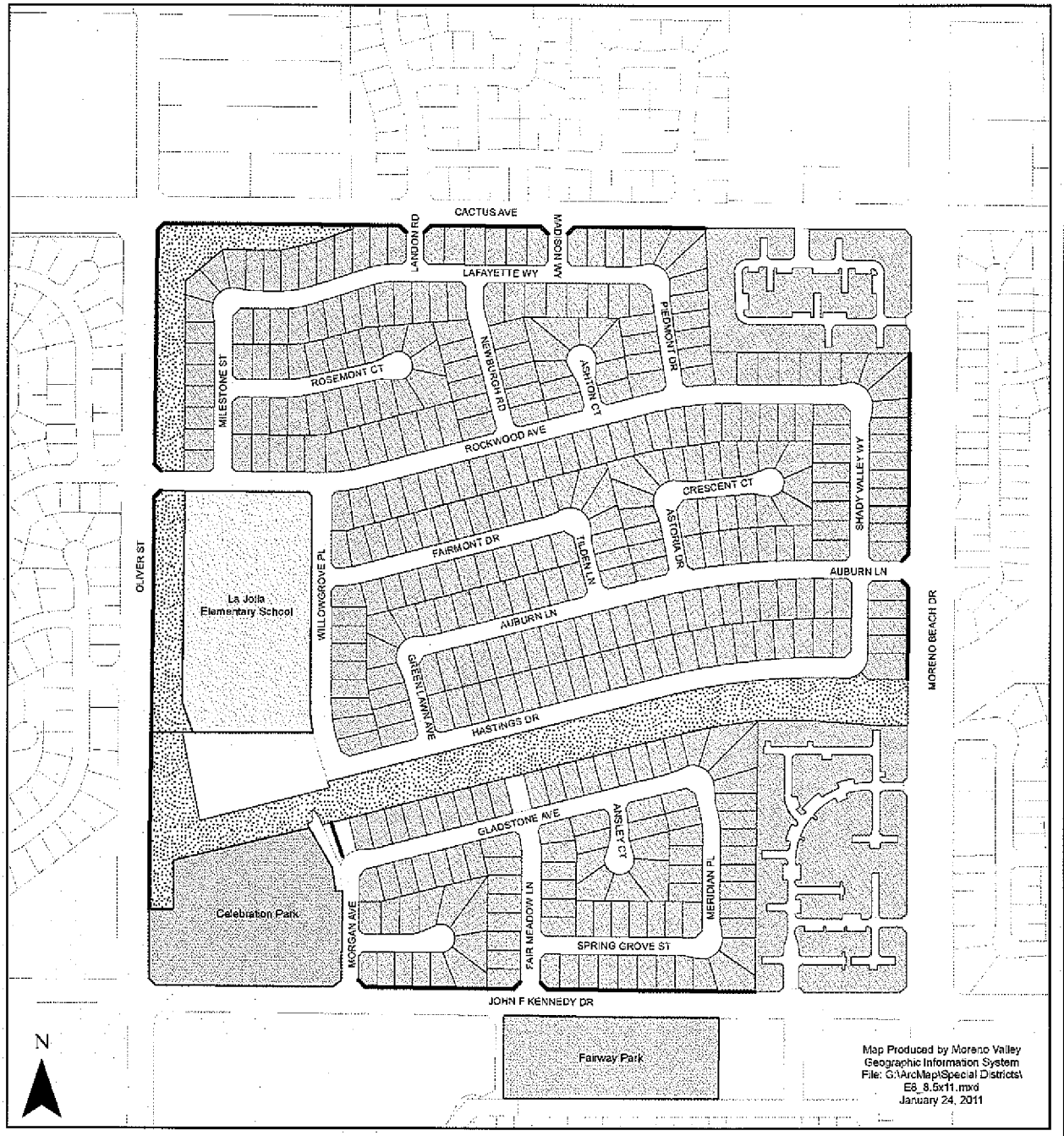

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Landscaped Parkway

Landscaped Open Space

Zone E-8 Parcels

MORENO VALLEY
WHERE DREAMS SOAR

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-14 • Mahogany Fields

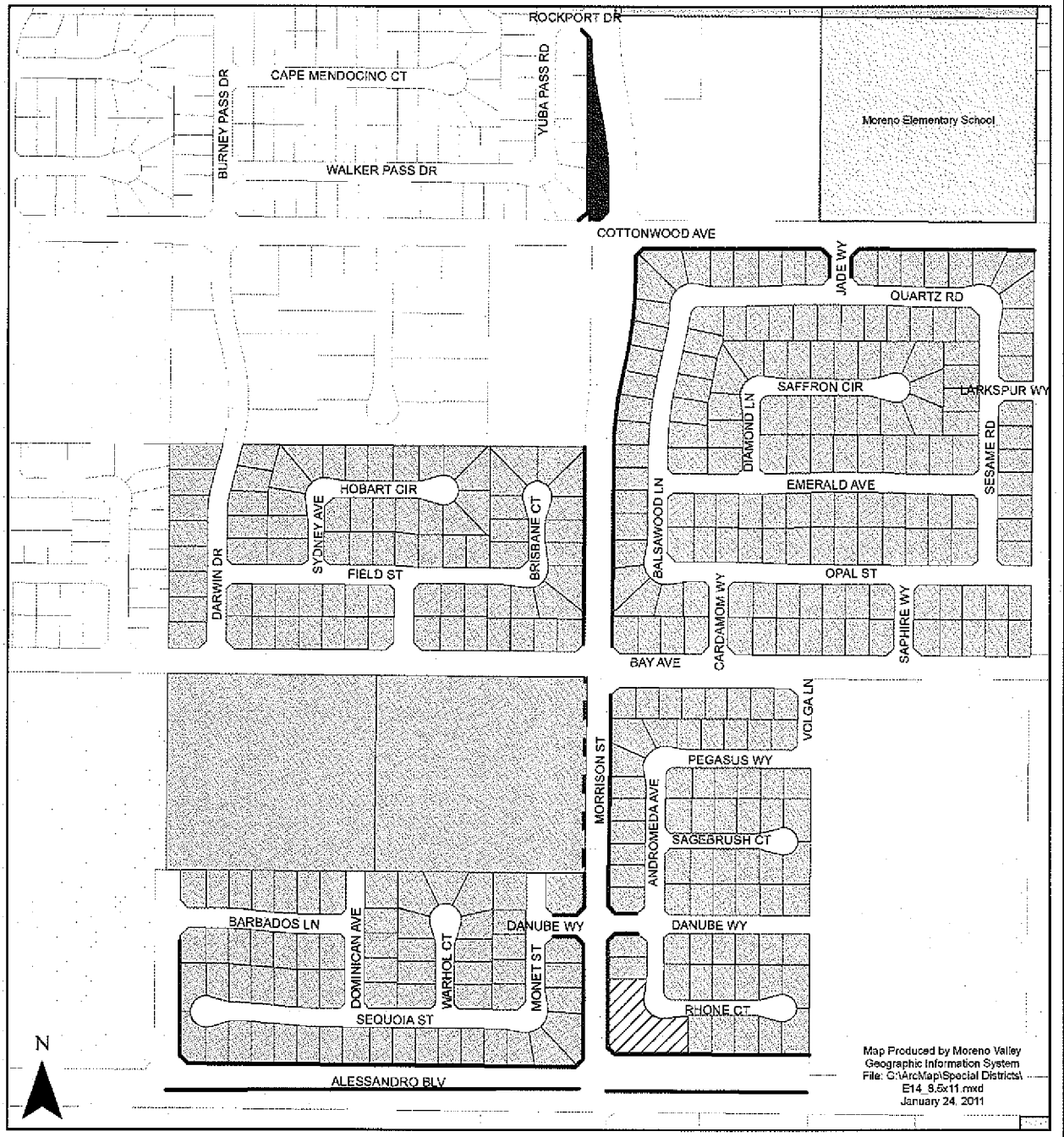

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- Landscaped Parkway
- Future Landscaping
- Landscaped Median
- Zone E-14 Parcels
- Not Part Of E-14 Landscaping
- Turf Area

MORENO VALLEY
WHERE DREAMS SOAR

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-15 • Celebration

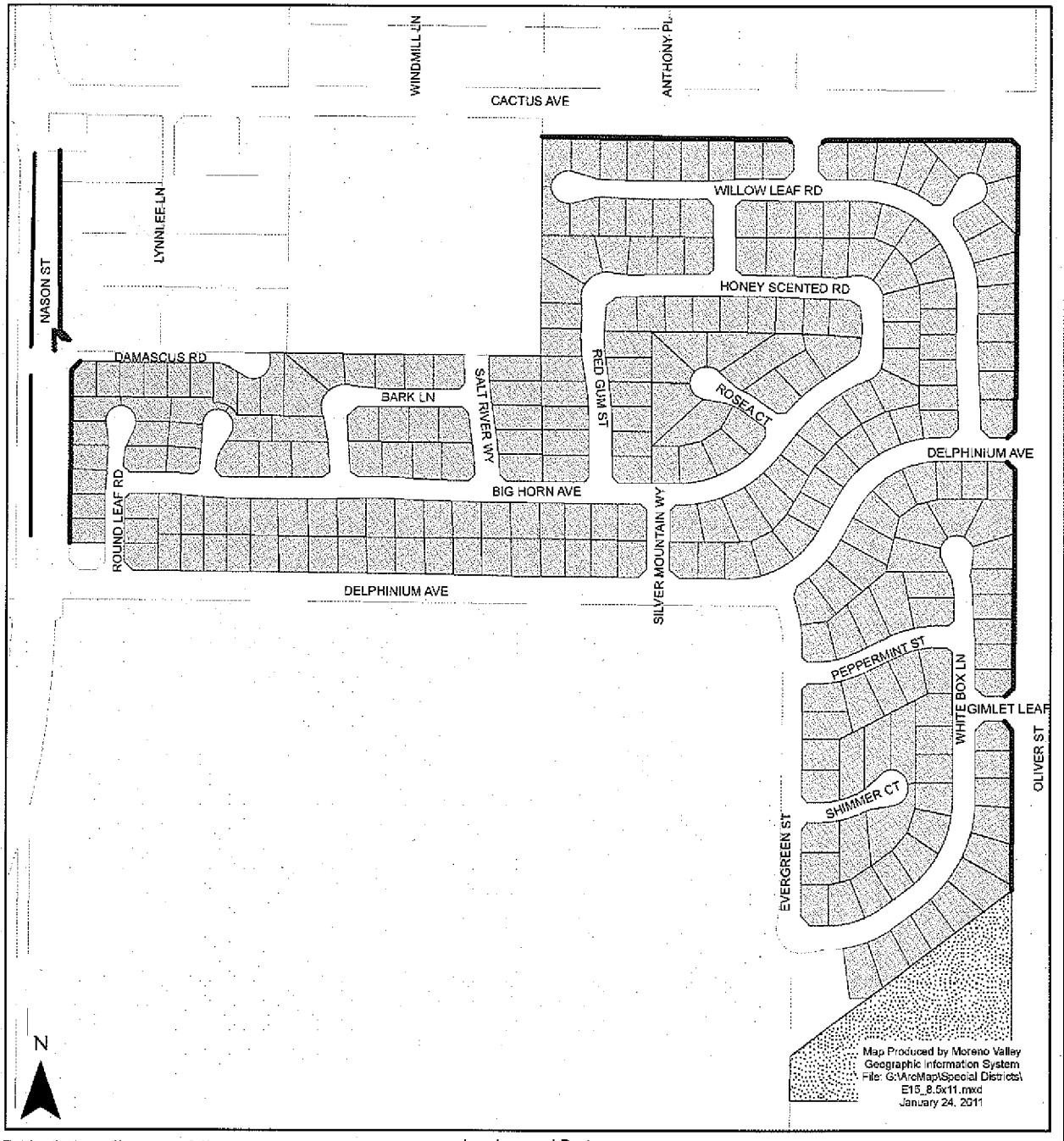

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Landscaped Parkway

Landscaped Median

Landscaped Open Space

Zone E-15 Parcels

MORENO VALLEY
WHERE DREAMS SOAR

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-16 • Shadow Mountain

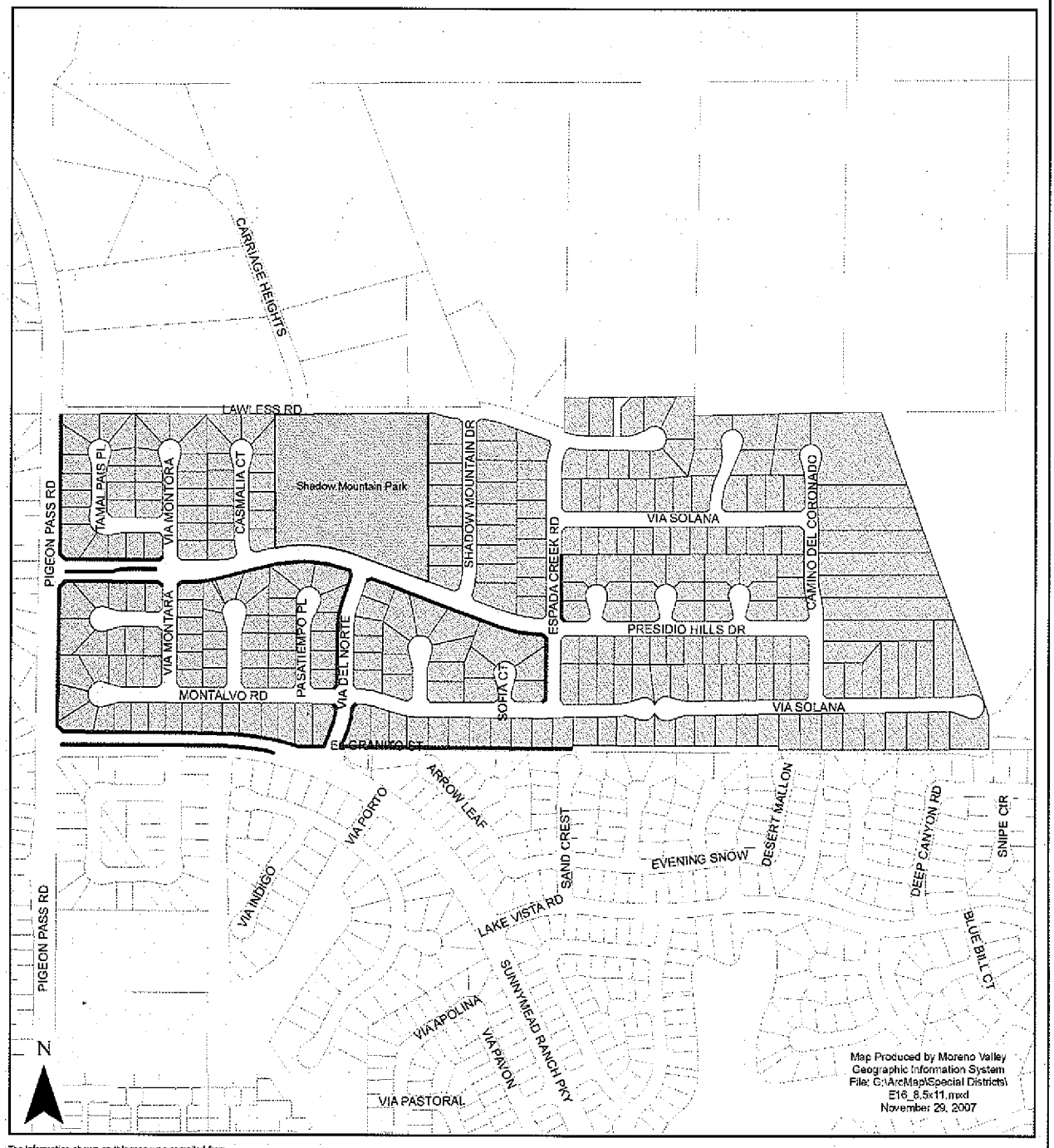

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Landscaped Median

Landscaped Parkway

Zone E-16 Parcels

MORENO VALLEY
WHERE DREAMS SOAR

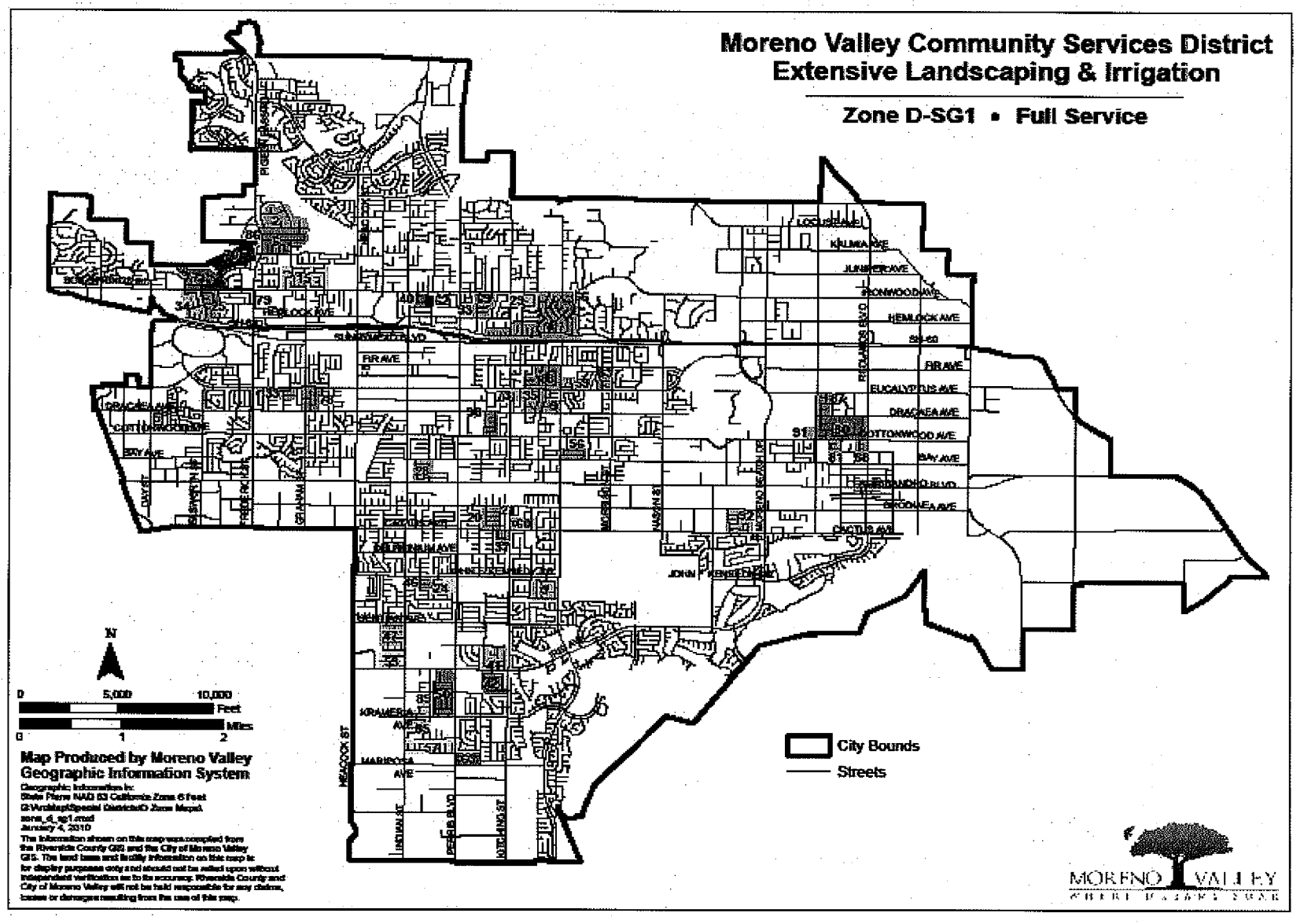
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone D-SG1 • Full Service
City Bounds
Streets
N
0
5,000
10,000
Feet
0
1
2
Miles
Map Produced by Moreno Valley
Geographic Information System
MORENO VALLEY

MV00212344

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone D-SG1 • Full Service

Map ID	Tract Number	Area (Sq. Ft.)
2	TR 12305	722
3	TR 12773	13,806
4	TR 12902	7,344
6	TR 14387	2,712
9	TR 16769	7,500
15	TR 18283	11,388
20	TR 19141	5,838
21	TR 19142	3,950
24	TR 19210	9,270
25	TR 19233	4,960
28	TR 19474	7,240
29	TR 19496	3,600
33	TR 19529	3,330
34	TR 19533	7,400
35	TR 19541	5,325
37	TR 19675	2,550
40	TR 19862	8,805
41	TR 19912	11,750
42	TR 19937	20,890
46	TR 20120	3,750
47	TR 20197	13,680
50	TR 20404	36,138
53	TR 20718	23,004
56	TR 20941	9,600
57	TR 21113	12,200
59	TR 21345	6,600
60	TR 21597	33,230
62	TR 21737	3,920
63	TR 21806	5,975
66	TR 22999	3,204
69	TR 28882	20,983
70	TR 20579	20,782
71	TR 21333	54,500
73	TR 22371	17,844
78	TR 10191/18468	10,871
79	TR 19080	20,291
80	TR 31269-1	43,723
81	TR 31268	7,056
83	TR 31591	16,445
85	TR 30967	18,013
86	TR 31257	26,686
87	TR 31424	8,750
88	TR 32625	17,826
89	TR 22889	16,438
90	TR 32018	11,306
91	TR 31269	7,450
92	TR 31129	12,395
93	TR 32715	12,715

Total Area, Service Area: 633,757

Total Acreage, Service Area: 14.55

Print Date: January 4, 2010

MV00212345

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone D-SG2 - North • Reduced Service

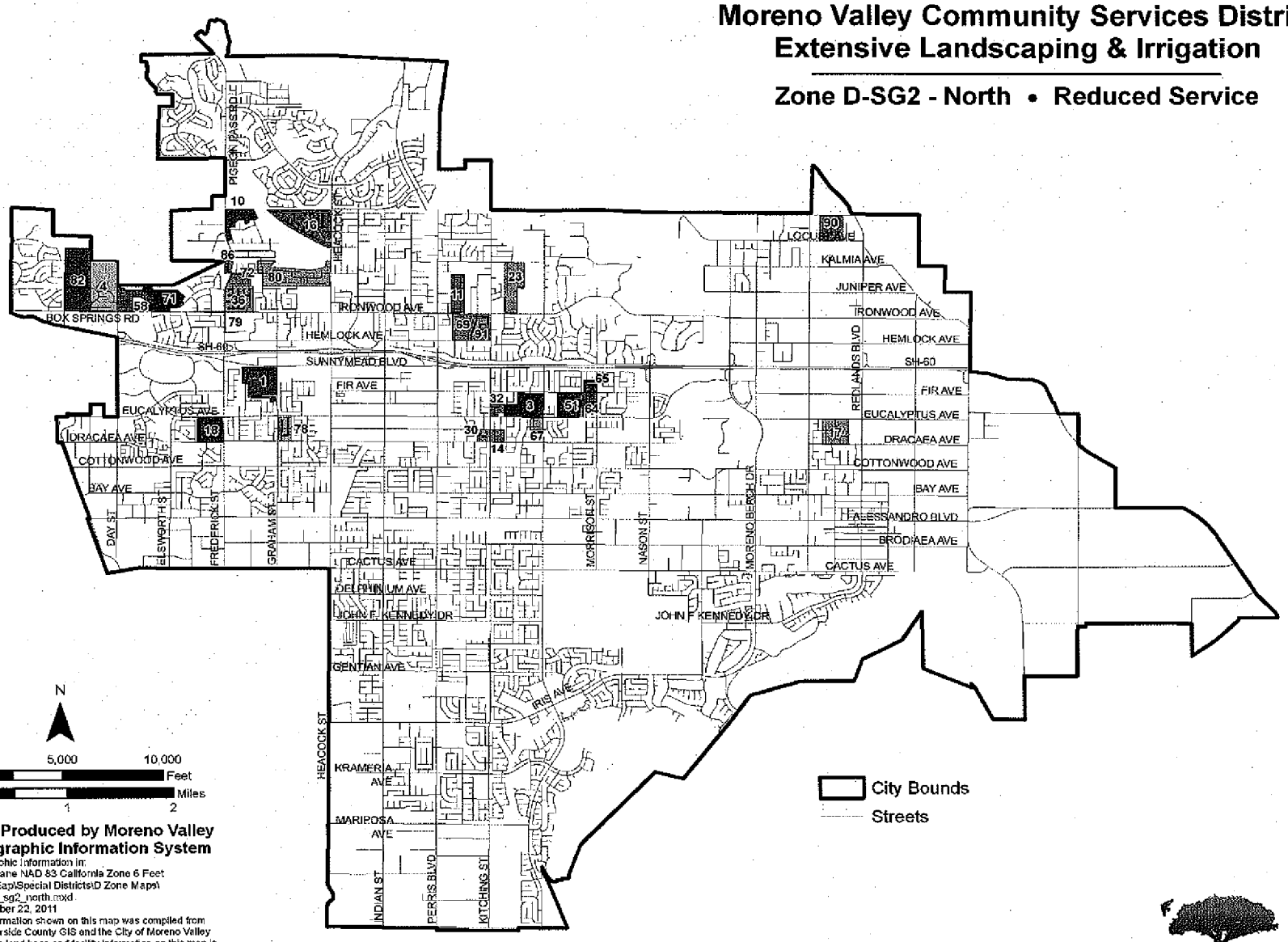

Map Produced by Moreno Valley Geographic Information System

Geographic Information in:
State Plane NAD 83 California Zone 6 Feet
G:\ArcMap\Special Districts\D Zone Maps\
zone_d_sg2_north.mxd
September 22, 2011

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MV00212346

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone D-SG2 - North • Reduced Service

MAP ID	Tract Number	Area (Sq. Ft.)
1	TR 11848	9,066
3	TR 16768	16,281
4	TR 17176	21,097
10	TR 20030	11,200
11	TR 20072	23,550
14	TR 17033	9,990
16	TR 18512/21322	59,940
17	TR 24721	6,882
18	TR 18930	38,849
23	TR 19208	17,680
30	TR 19500	3,636
32	TR 19799	17,652
36	TR 19551	36,364
51	TR 20525	16,500
58	TR 21332	19,440
64	TR 22276	11,690
65	TR 22277	20,485
67	TR 23046	16,000
69	TR 28882	20,983
71	TR 21333	54,500
72	TR 22093	8,873
78	TR 10191/18468	10,871
79	TR 19080	20,291
80	TR 19032	9,132
82	TR 20272	51,216
86	TR 31257	26,686
90	TR 17334	37,680
91	TR 18784/20906	30,432

Total Area, Service Area D-SG2 - North: ***626,966***

Total Acreage, Service Area D-SG2 - North: ***14.39***

Print Date: September 22, 2011
File: G:\Arc\Map\Special Districts\zone_d_sg2_ng2.mxd

MV00212347

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone D-SG2 - South • Reduced Service

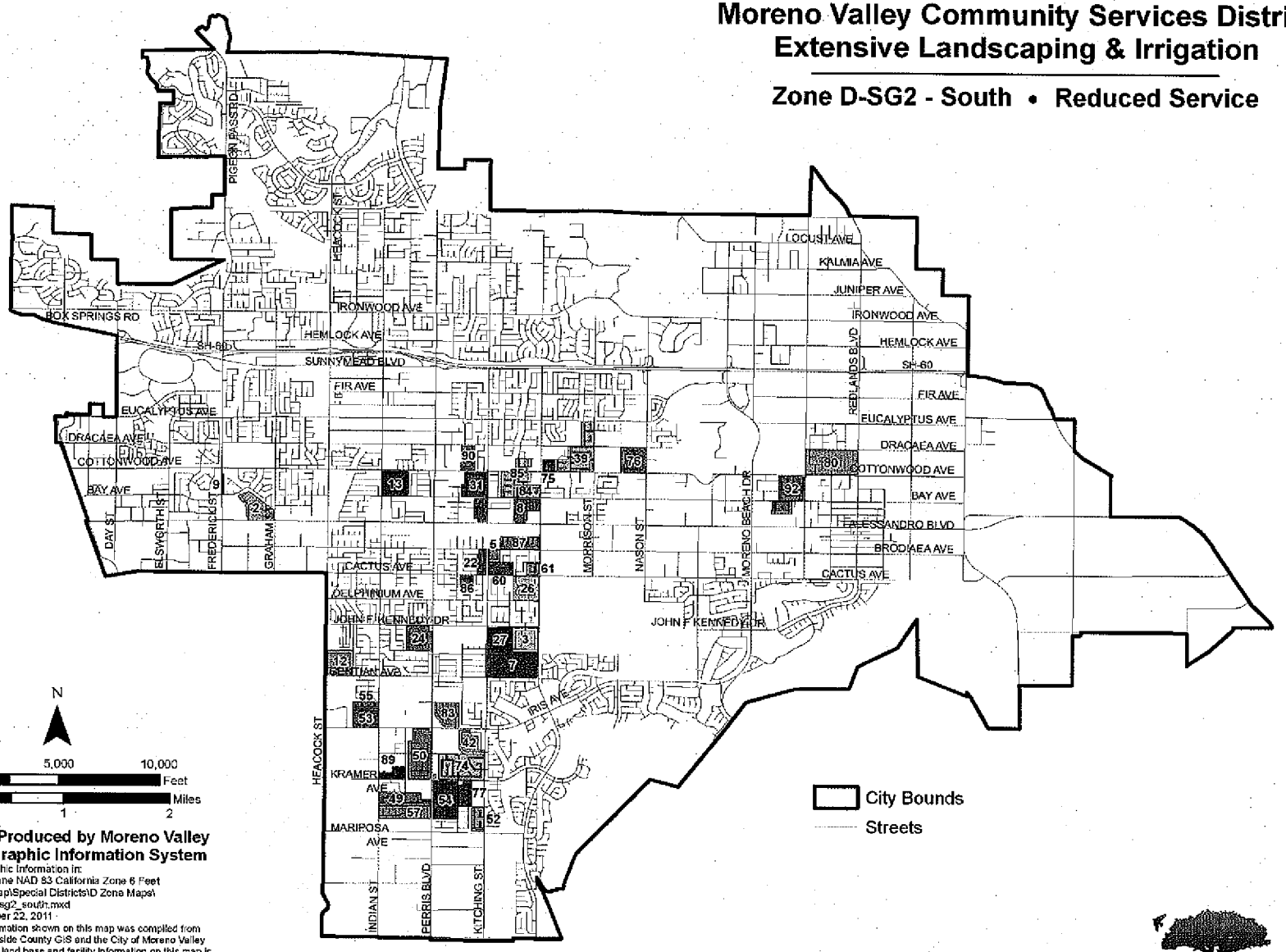

Map Produced by Moreno Valley Geographic Information System

Geographic Information in:
State Plane NAD 83 California Zone 6 Feet
G:\ArcMap\Special Districts\D Zone Maps\
zone_d_sg2_south.mxd
September 22, 2011

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MV00212348

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone D-SG2 - South • Reduced Service

MAP ID	Tract Number	Area (Sq. Ft.)
2	TR 15387	9,049
3	TR 12773	13,806
5	TR 17387	4,384
7	TR 19685	62,530
8	TR 19518/18372	12,634
9	TR 19957	6,810
12	TR 20552	19,458
13	TR 20032	14,076
22	TR 19143	4,864
24	TR 19210	9,270
26	TR 19363	13,320
27	TR 19434	13,242
31	TR 19509	18,328
39	TR 19852	28,800
42	TR 19937	20,890
49	TR 20301	7,200
50	TR 20404	36,138
52	TR 20660	11,912
53	TR 20718	23,004
54	TR 20859	33,630
55	TR 20869	2,100
57	TR 21113	12,200
60	TR 21597	33,230
61	TR 21616	23,528
74	TR 20715	51,250
75	TR 27526	16,373
76	TR 30027	45,833
77	TR 29038	6,243
80	TR 31269-1	43,723
83	TR 15433	24,161
84	TR 13585	6,600
85	TR 16770	5,830
86	TR 17457	3,444
87	TR 17867	13,778
89	TR 22889	16,438
90	TR 32018	11,306
92	TR 31284	28,321

Total Area, Service Area D-SG2 - South: ***707,703***

Total Acreage, Service Area D-SG2 - South: ***16.25***

Print Date: September 22, 2011
File: G:\Arcmap\Special Districts\zone_d_sg2_pg2.mxd

MV00212349

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone M • Median - Monument - Parkway

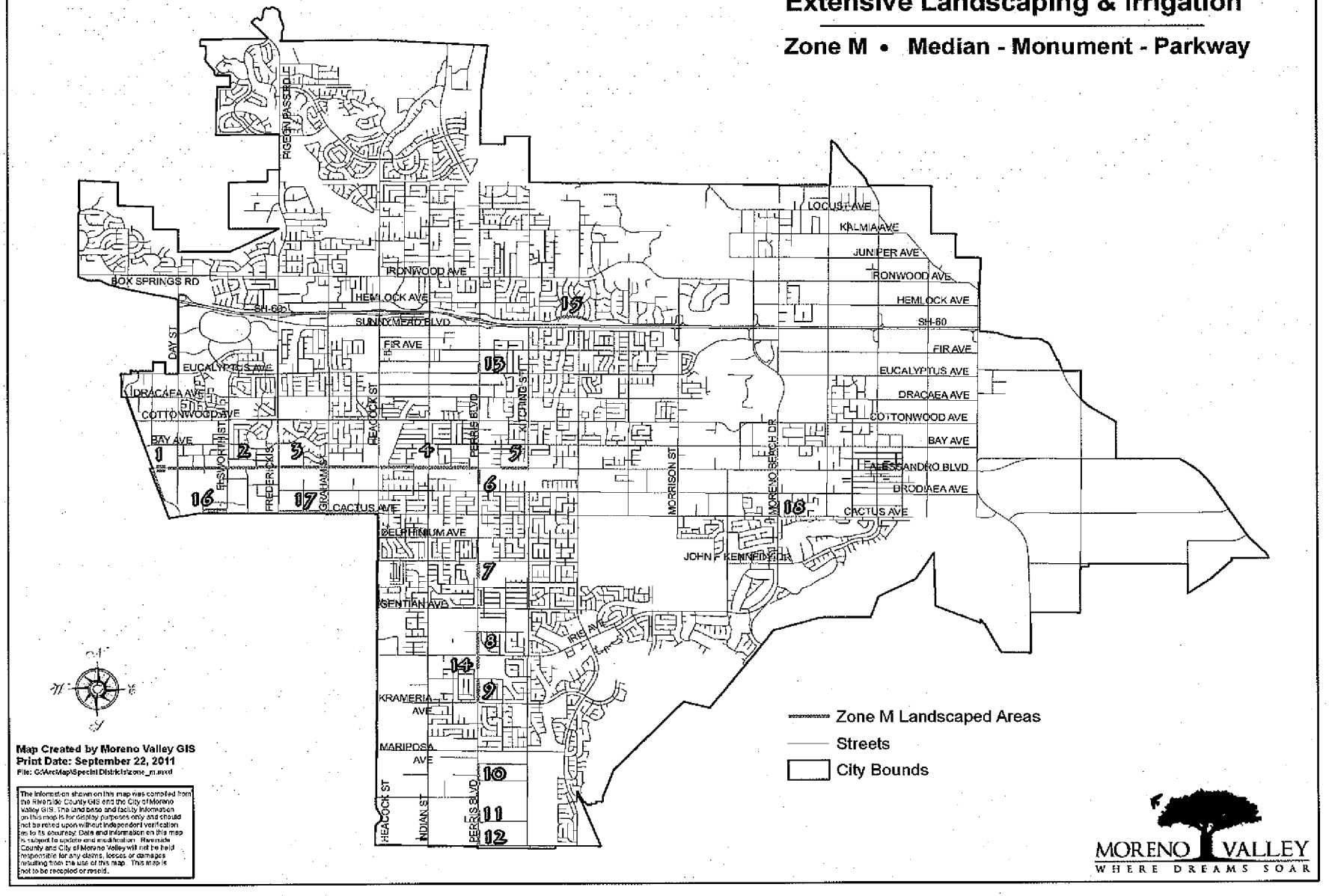

Map Created by Moreno Valley GIS
Print Date: September 22, 2011
File: G:\ArcMap\Special Districts\zone_m.mxd

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MV00212350

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone M • Medians - Monuments - Parkways

Alessandro Boulevard Medians & Monuments

1. Old Hwy 215 Monuments
   - 17,885 square feet (includes 5,477 sq.ft. turf)
   - 8 trees
   - 4 remote control valves - 1 controller
2. Old Hwy 215 to Frederick Street
   - 60,423 square feet (includes 21,325 sq.ft. turf)
   - 75 trees
   - 32 remote control valves - 2 controllers
3. Frederick Street to Heacock Street
   - 68,445 square feet (includes 34,565 sq.ft. turf)
   - 64 trees
   - 22 remote control valves - 2 controllers
4. Heacock Street to Perris Boulevard
   - 15,609 square feet
   - 4 trees
   - 4 remote control valves - 2 controllers
5. Flaming Arrow Dr to Kitching St
   - 17,470 square feet
   - 21 trees
   - 16 valves - 1 controller

Perris Boulevard Medians

6. South of Alessandro Boulevard
   - 471 square feet
   - 1 tree
   - 2 remote control valves - 1 controller
7. South of John F. Kennedy Drive
   - 1,138 square feet
   - 3 trees
   - 3 remote control valves - 1 controller
8. North of Iris Ave
   - 2,200 square feet
   - 7 trees
   - 4 valves - 1 controller
9. North of Krameria Avenue
   - 3,324 square feet
   - 5 trees
   - 3 valves - 1 controller
10. At San Michele Road
    - 5,335 square feet
    - 10 trees
    - 6 valves - 1 controller
11. Perris Blvd (North of Globe St)
    - 4,110 square feet
    - 8 trees
    - 1 controller
12. Perris Blvd (South of Globe St)
    - 4,950 square feet
    - 12 trees
    - 7 valves - 1 controller

Elder Avenue Retention Basin Parkway

13. South Side of Elder Avenue from Grenville Avenue to Brewster Drive
    - 471 square feet
    - 1 tree
    - 2 remote control valves - 1 controller

Cactus Avenue Medians

14. Cactus Ave. west of Elsworth
    - 2500 square feet
    - 5 trees
    - 4 valves - 1 controller

Print Date: October 4, 2007

MV00212351

19. TREE TRIMMING/REMOVAL LIST

MV00212352

Zone	Street Section	Tree Species	Work to be Performed Trim or Removal	No of Trees to be Trimmed	No of Trees to be Removed
E- 1 TownGate					
	N/S Towngate Blvd. from Frederick to Eucalyptus	London Plane	Trim	49	0
	S/S Towngate Blvd. from Frederick to Eucalyptus	London Plane	Trim	52	0
	E/S Day from Eucalyptus to Gateway	Liquid Ambar	Trim	5	0
	E/S Day from Gateway to Campus	Liquid Ambar	Trim	4	0
	E/S Day from Gateway to Campus	Liquid Ambar	Remove		1
	E/S Day from Campus to Freeway	Liquid Ambar	Trim	14	0
	Total (E-1)			**124**	**1**
E- 1 A TownGate					
	S/S Dracea from Elsworth to Arbor Park	Eucalyptus	Trim	3	0
	N/S Dracea from Elsworth to Arbor Park	Eucalyptus	Trim	6	0
	N/S Dracea from Arbor Park to Day	Eucalyptus	Trim	9	0
	S/S Dracea from Arbor Park to Day	Eucalyptus	Trim	7	0
	Total (E-1A)			**25**	**0**
E- 2 Hidden Springs	Hidden Springs from Pigeon pass to Mountain View	Sycamore	Trim	8	0
	Hidden Springs from Pigeon pass to Mountain View	Eucalyptus	Trim	1	0
	Hidden Springs from Mountain View to Country Gate	Sycamore	Trim	14	0
	Hidden Springs from Mountain View to Country Gate	Alder	Trim	3	0
	Hidden Springs from Mountain View to Country Gate	Alder	Remove	0	1
	Hidden Springs from Country Gate to Mountain View	Sycamore	Trim	10	0
	Hidden Springs from Country Gate to Mountain View	Alder	Trim	9	0
	Hidden Springs from Country Gate to Mountain View	Alder	Remove	0	1
	Hidden Springs from Country Gate to Mountain View	Tipuana	Trim	1	0
	Hidden Springs from Mountain View to Shadow Ridge	Sycamore	Trim	6	0
	Hidden Springs from Mountain View to Shadow Ridge	Alder	Trim	7	0
	Hidden Springs from Mountain View to Shadow Ridge	Tipuana	Trim	2	0
	Hidden Springs from Shadow Ridge to Mesa Springs	Sycamore	Trim	5	0
	Hidden Springs from Shadow Ridge to Mesa Springs	Tipuana	Trim	3	0
	Hidden Springs from Shadow Ridge to Mesa Springs	Tipuana	Remove	0	3
	Hidden Springs from Mesa Springs to Pebble Brook	Sycamore	Trim	7	0
	Hidden Springs from Mesa Springs to Pebble Brook	Alder	Trim	5	0
	Hidden Springs from Mesa Springs to Pebble Brook	Alder	Remove	0	4
	Hidden Springs from Mesa Springs to Pebble Brook	Pepper	Trim	17	0
	Hidden Springs from Mesa Springs to Pebble Brook	Tipuana	Remove	0	1
	Hidden Springs from Country Crest to Del Cresta	Alder	Trim	13	0
	Hidden Springs from Country Crest to Del Cresta	Alder	Remove	0	6
	Hidden Springs from Country Crest to Del Cresta	Eucalyptus	Trim	1	0

MV00212353

Zone	Street Section	Tree Species	Work to be Performed Trim or Removal	No of Trees to be Trimmed	No of Trees to be Removed
E-2 Hidden Springs (Cont.)	Hidden Springs from Del Cresta to Box Springs Park	London Plane	Trim	19	0
	Hidden Springs from Del Cresta to Box Springs Park	Alder	Trim	19	0
	Hidden Springs from Del Cresta to Box Springs Park	Alder	Remove	0	2
	Main Paseo entrance on Hidden Springs	Pepper	Trim	1	0
	Main Paseo entrance on Hidden Springs	Eucalyptus	Trim	1	0
	N/W corner of Del Cresta and Hidden Springs	Pepper	Trim	7	0
	S/W corner of Del Cresta and Hidden Springs	Pepper	Trim	10	0
	North side Del Crresta and Cartegena dr.	Pepper	Trim	9	0
	S/W corner of Escorial and Del Cresta	Pepper	Trim	4	0
	S/E corner of Shadow Ridge and Mesa Springs	Pepper	Trim	3	0
	S/W corner of Moralla and Belcanto	Pepper	Trim	2	0
	Paseo main entrance of Hidden Springs	Pepper	Trim	1	0
	West side of Altabrisa	Pepper	Trim	1	0
	Total (E-2)			**188**	**18**
E-3 MV Ranch - West					
	In median North of Iris on Lasselle	London Plane	Trim	2	0
	East side of Lasselle North of Iris to Gentian	London Plane	Trim/Removal	23	3
	East side of lasselle North from Gentian to Casa Encantador	London Plane	Trim/Removal	8	2
	East side of Lasselle North of Casa Encantador to the School	London Plane	Trim	7	0
	West side of Lasselle South from Gentian to Iris	London Plane	Trim	13	0
	West side of Lasselle South from Iris to Calle Agua	London Plane	Trim/Removal	19	9
	West side of Lasselle South from Calle Agua to Krameria	London Plane	Trim	15	0
	North side of Krameria West from Lasselle to Calle Serena	Acacia Baileyana	Removal	0	3
	North side of Krameria West from Lasselle to Calle Serena	London Plane	Removal	0	5
	West side of Lasselle South from Krameria to Yanez Trail	London Plane	Trim	12	0
	West side of Lasselle South from Yanez Trail to Via Xavier	London Plane	Trim/Removal	6	1
	West side of Lasselle South from Via Xavier to Arroyo Park	London Plane	Trim	13	0
	West side of Lasselle South from Arroyo Park to Avenida Plata	London Plane	Trim	4	0
	West side of Lasselle from Avenida Plata to Avenida Classica	London Plane	Trim	12	0
	West side of Lasselle South from Avenida Classica to Camino Del Rey	London Plane	Trim	26	0
	East side of Lasselle North from Kentucky Derby to Cremello	London Plane	Trim	23	0
	East side of Lasselle North from Cremello to Rojo Tierra	London Plane	Trim	5	0
	East side of Lasselle North from Rojo Tierra to Via Xavier	London Plane	Trim	26	0
	East side of Lasselle North from Via Xavier to Krameria	London Plane	Trim	13	0
	In the medians South from Calle Agua to Kentucky Derby	London Plane	Trim	92	0
	SEC of Gentian & Lasselle	Palms	Trim	8	0
	SEC of Gentian & Lasselle	Peppers	Trim	1	0
	SWC of Gentian & Lasselle	Peppers	Trim	1	0
	SWC of Iris & Lasselle	Palms	Trim	8	0

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Zone	Street Section	Tree Species	Work to be Performed Trim or Removal	No of Trees to be Trimmed	No of Trees to be Removed
E-3 MV Ranch - West (Cont.)	SWC of Iris & Lasselle	Peppers	Trim	1	0
	SEC of Iris & Lasselle	Palms	Trim	8	0
	SEC of Iris & Lasselle	Peppers	Trim	1	0
	NEC of Iris & Lasselle	Palms	Trim	10	0
	NWC of Iris & Lasselle	Palms	Trim	3	0
	NEC of Krameria & Kitching	Palms	Trim	4	0
	NEC of Krameria & Kitching	Peppers	Trim	1	0
	SEC of Krameria & Kitching	Palms	Trim	6	0
	SEC of Krameria & Kitching	Peppers	Trim	1	0
	S/S of Krameria W/of Camino Juanito St.	Oak	Trim	1	0
	SEC of Iris & Kitching	Palms	Trim	8	0
	SEC of Iris & Kitching	Peppers	Trim	1	0
	NEC of Iris & Kitching	Palms	Trim	8	0
	NEC of Iris & Kitching	Peppers	Trim	1	0
	Both corners on the North Side of Iris & Ponderosa	Peppers	Trim	2	0
	Total (E-3)			393	23
E-4 MV Ranch - East					
	In median North of JFK to Cactus	London Plane	Trim	35	0
	In median North of JFK to Cactus	Oak	Trim	1	0
	East side parkway North of JFK to Artisan	Liquid Ambar	Trim	10	0
	East side parkway North of Artisan to Cactus	London Plane	Trim	25	0
	North from Iris to JFK	Liquid Ambar	Trim	22	0
	East from Legendary to Via Entrada	London Plane	Trim	29	0
	East from Via Entrada to Moreno Beach	Liquid Ambar	Trim	10	0
	East from Via Entrada to Moreno Beach	Oak	Trim	3	0
	On the West side of Moreno Beach from JFK	Liquid Ambar	Trim	6	0
	On the West side of Moreno Beach from JFK	Liquid Ambar	Removal	0	1
	East side of Moreno Beach from Championship to JFK	Liquid Ambar	Trim	11	0
	East side of Moreno Beach from Championship to JFK	Oak	Trim	1	0
	East side of Moreno Beach from Championship to JFK	London Plane	Trim	3	0
	South side of Iris from Oliver to Via Del Lago	Liquid Ambar	Trim	9	0
	South side of Iris from Oliver to Via Del Lago	Liquid Ambar	Trim	4	0
	In the median on Via Del Lago South from Iris/Moreno Beach	Palos Verde	Trim	30	0
	South West & South East corner of JFK/Bay Hill	Pepper	Trim	2	0
	South West & South East corner of JFK/Sevilla	Pepper	Trim	2	0
	West side of Hammet on Iris	Pepper	Trim	1	0
	Various To Be Determined in the Field (Due to raised sidewalks)	Pine & Sycamore	Removals	0	80
	Total (E-4)			204	81

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Zone	Street Section	Tree Species	Work to be Performed Trim or Removal	No of Trees to be Trimmed	No of Trees to be Removed
E-7 Centerpointe					
	Northwest corner Frederick / Alessandro	Palm	Trim	3	0
	Northwest corner Frederick / Alessandro	Pepper	Trim	4	0
	Northeast corner Frederick/ Alessandro	Palm	Trim	4	0
	Northeast corner Frederick/ Alessandro	Pepper	Trim	4	0
	Southwest corner Frederick/Alessandro	Palm	Trim	4	0
	Southwest corner Frederick/Alessandro	Pepper	Trim	4	0
	Southeast corner Frederick/Alessandro	Palm	Trim	4	0
	Southeast corner Frederick/Alessandro	Pepper	Trim	4	0
	Median on Cactus east of Veterans Way	London Plane	Trim	4	0
	Median on Cactus east of Veterans Way and Elsworth	London Plane	Trim	10	0
	Cactus Parkway between Veterans Way and Elsworth	London Plane	Trim	10	0
	Elsworth between Cactus/Goldencrest	Camphor	Trim	7	0
	Elsworth north of Goldencrest	Camphor	Trim	13	0
	Total (E-7)			**75**	**0**
E-8 Promontory Park	Oliver Street - East side from Cactus St. to John F. Kennedy Dr.	Chitalpa	Trim	36	0
	Total (E-8)			**36**	**0**
E-14 Mahogany Fields	Cottonwood Ave. S/s on the E and W side of Jade Way	Palo Verde	Trim	6	0
	Alessandro Blvd., N/s between Darwin Dr. to the end of the tract's parkway	Hollywood Juniper	Trim	8	
	Alessandro Blvd., N/s between Darwin Dr. to the end of the tract's parkway	Pine	Trim	25	0
	Total (E-14)			**39**	**0**
E-15 Celebration	Oliver Street, W/s, Between Cactus Ave. to the water basin	Chitalpa	Trim	42	0
	Nason Street, E/s, Between Cactus Ave. and Delphinium Ave.	Palo Verde	Trim	8	0
	Total (E-15)			**50**	**0**
E-16 Shadow Mountain	North side Sunnymead Parkway from Via Del Norte to Pigeon Pass	Pepper	Trim	4	0
	North side Sunnymead Parkway from Via Del Norte to Pigeon Pass	Sycamore	Trim	21	0
	Sunnymead Pkway - Camphors located within the median	Camphor	Trim	8	0
	East side Pigeon Pass from Sunnymead Parkway to Presido Hills	Liquid Ambar	Trim	2	0
	East side Pigeon Pass from Sunnymead Parkway to Presido Hills	Liquid Ambar	Removal	0	3
	East side Pigeon Pass from Presido Hills to Lawless	Liquid Ambar	Removal	0	1
	North Side Presido Hills from Pigeon Pass to Via Montara	Liquid Ambar	Removal	0	1
	Total (E-16)			**35**	**5**

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Zone	Street Section	Tree Species	Work to be Performed Trim or Removal	No of Trees to be Trimmed	No of Trees to be Removed
DSG-1 Tracts					
TR 31129	Moreno Beach Blvd. Median, N/of Cactus	London Plane	Trim	3	0
TR 22371	E side Kitching St. from Eucalyptus Ave. to Atwood Ave.	Liquid Ambar	Removal	0	1
TR 22371	E side Kitching St. from Eucalyptus Ave. to Atwood Ave.	Plum	Removal	0	3
TR 19541	Eucalyptus Ave., W/o Raenette Wy to E/o Bender Dr.	Plum	Removal	0	6
TR 19541	Eucalyptus Ave., W/o Raenette Wy to E/o Bender Dr.	Liquid Ambar	Removal	0	2
TR 20941	E side of Lasselle St., S/o Windemere Way and N/o Windemere Way	Palm	Trim	22	0
TR 19474	N side Alessandro Blvd., W/o Covey Quail Ln. & E/o Quail Ln.	Palm	Trim	8	0
TR 18283	N side Ironwood Ave. from W/o Dream St. to E/o Bayless St.	London Plane	Trim/Removal	13	2
TR 19862	Southeast corner of Ironwood Ave. and Weller Pl.	London Plane	Trim	6	0
TR 32715	S/s of Ironwood Ave., east of Perris Blvd., east & west of Palos Grande Way	London Plane	Trim	8	0
TR16769	W/s of Lasselle St., north of Dracaea Ave.	Eucalyptus	Trim	3	0
TR 21597	N/s of Cactus Ave., east of Kitching St., & W/o Redwing Dr.	London Plane	Trim	33	0
TR 19141	N/s of Cactus Ave., east of Kitching St. and west of Rio Bravo Dr.	Liquid Ambar	Removal	0	3
TR 20120	S/s of John F. Kennedy Dr., east of Indian St., and west of Wintergreen St.	Liquid Ambar	Removal	0	1
	Total (D - DSG-1)			96	18
DSG-2 South Tracts					
TR 16770	Cottonwood Ave., east to Ninebark St.	Liquid Ambar	Removal	0	1
TR 19937	Kitching St., north of Ivory Ave.		Removal	0	1
TR 19852	Morrison St., between Eucalyptus Ave. / Petaluma	Oak	Trim	3	0
TR 19852	Morrison St., between Peteluma / Dracaea Ave.	Oak	Trim	10	0
TR 19852	Morrison St., between Dracaea Ave. / Cottonwood Ave.	Oak	Trim	5	0
TR 30027	Nason St., between Dracea Ave. / Cottonwood Ave.	Palo Verde	Trim	15	0
TR 30027	Nason St., between Dracea Ave. / Cottonwood Ave.	Olive	Trim	9	0
TR 30027	Cottonwood Ave., between Nason St. / Letterman	Palo Verde	Trim	8	0
TR 19518	Lasselle St., between Bay Ave. / Timo St.	Pine	Trim	9	0
TR 19518	Corner of Timo St. and Lasselle St.	Pine	Removal	0	1
TR 19685	North corner of Gentian and Lasselle St.	Palm	Trim	3	0
TR 19685	North west corner Hugo and Gentian	Palm	Trim	7	0
TR 19685	North east corner Casa Grande and Gentian	Palm	Trim	3	0
TR 19685	North west corner Casa Grande and Gentian	Palm	Trim	3	0
TR 19685	North east corner Gentian and Kitching St.	Palm	Trim	4	0
TR 19685	South east corner Ktiching St. and Casa Encantador	Palm	Trim	3	0
TR 19685	North east corner Ktiching St. and Casa Encantador	Palm	Trim	3	0
TR 20715	Kitching St., W/s between Ivory Ave. and Moorland Rd.	Oak	Trim	2	0
TR 20715	Kitching St., W/s between Moorland Rd. and Parkside Ln.	Oak	Trim	3	0
TR 20715	Krameria Ave., between Kitching St. and Saddlebroook Ln.	Oak	Trim	8	0

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Zone		Street Section	Tree Species	Work to be Performed Trim or Removal	No of Trees to be Trimmed	No of Trees to be Removed
DSG-2 South Tracts						
(Continued)	TR 20552	Indian St., W/s between Gentian Ave. and Creekstone Dr.	London Plane	Trim	6	0
	TR 20552	Indian St., between Creekstone and Poppystone	London Plane	Trim	23	0
	TR 20552	Indian St., between and north of Poppystone	London Plane	Trim	5	0
	TR 20404	Perris Boulevard, W/s north of Iris	London Plane	Trim	48	0
	TR 20404	Perris Boulevard, W/s north of Iris	Pine	Trim	18	0
		Total (D - DSG-2 North)			**198**	**3**
DSG-2 North Tracts						
	TR 20073	Mathews	Pine	Trim	32	0
	TR 17033	Kitching St.	Pepper	Trim	10	0
	TR 24721	Eucalyptus Ave.	Eucalyptus	Trim	34	0
	TR 17334	Locust Ave.	Palm	Trim	20	0
	TR 19208	Ironwood Ave.	Palm	Trim	8	0
	TR 28882/18784	Hemlock St. & Kitching St.	Liquid Ambar	Removal	0	10
	TR 18512/21322	Heacock Ave.	Liquid Ambar	Removal	0	6
	TR 18930	Eucalyptus Ave.	Pine & Liquid Ambar	Trim	32	0
	TR 17176	Box Springs Rd.	Pepper	Trim	11	0
	TR 22276/22277	Fir Ave.	Liquid Ambar	Trim	5	0
	TR 21333	Ironwood Ave.	Eucalyptus & Pine	Trim	32	0
		Total (D - DSG- 2 South)			**184**	**16**
Zone M - Medians		San Michelle Rd.			1	0
		Alessandro Blvd., W/s between Frederick St. and City Limit			14	0
		Veterans Way			0	1
		Total (M - Medians)			**15**	**1**
		Grand Total			**1,662**	**166**

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EXHIBIT B: District Responsibilities

R.F.P. NO. 2011 TREE TRIM/REMOVAL
PROJECT NO. 2011 TREE TRIM/REMOVAL

PARKWAY AND MEDIAN
TREE TRIMMING AND REMOVAL

1. CONTRACT SUPERVISION

A. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling adjacent to the tree trimming sites. .

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (e.g., water, electricity and communications), and to maintain their appurtenances (e.g., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

4. CONTRACTED LANDSCAPE MAINTENANCE SCHEDULES

The District shall provide the Contractor with a schedule of routine landscape maintenance operations at the site(s) in question. The Contractor shall provide a Tree Trimming Schedule as necessary to accommodate the other landscape maintenance activities. The Contractor's Tree Trimming Schedule must be submitted to the Director for approval within ten (10) working days after the effective date of the Contract.

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EXHIBIT C: Payment Terms
R.F.P. NO. 2011 TREE TRIM/REMOVAL
PROJECT NO. 2011 TREE TRIM/REMOVAL

PARKWAY AND MEDIAN
TREE TRIMMING AND REMOVAL

1. CONTRACTOR'S COMPENSATION

A. The Contractor will be paid monthly based on the number of trees trimmed/removed per site, for the work performed satisfactorily under this Contract. By the tenth of each month the Contractor will electronically submit to the Director detailed reports for the: 1) maintenance performed, 2) Greenwaste, 3) complaints received, 4) hazards noted, 5) chemicals used in the prior month 5) a detailed invoice for services in accordance with the Contract price for the work performed, which shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org.

Accounts Payable questions can be directed to (951) 413-3073.

Copies of invoices and reports will be submitted to the Special Districts Division of the Public Works Department at specialdistricts@moval.org. Calls may also be directed to the Special Districts Division at (951) 413-3480.

B. The Contractor will obtain, and keep current during the term of this Contract, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at http://www.moval.org/do_biz/biz-license.shtml.

C. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all trees trimmed/removed (this cost includes labor, material, supplies, equipment, etc. as necessary to perform such service) under this Contract and shall be based upon the total number of trees trimmed and/or removed per area per month, one (1) month in arrears, on the last day of the month. The total contract amount for the twelve (12) month contract term shall not exceed Ninety-three thousand, two hundred and twenty dollars and zero/100 ($93,220.00), except as provided for in Section 2 below.

D. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

E. The minimum information required on all invoices includes:

1. Vendor Name, Mailing Address and Phone Number
2. Invoice Date
3. Vendor Invoice Number
4. City – provided Reference Number (Project No. and Title)
5. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed, and rates, explicit portion of a contract amount or detailed billing information is sufficient to justify the invoice amount: single or lump sum amounts without detail are not acceptable.

F. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for the same.

2. ADDITIONAL WORK

A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2., paragraph C. herein this Exhibit, ("Additional Work"), in addition to the work set forth in Exhibit A, Contractor's Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (e.g., earthquake damage, storm damage), vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in Exhibit E, Schedule II, Section II, Additional Work Price List, or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2, paragraph B. below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

C. The Contractor shall maintain as Additional Work, at a unit price comparable to tree trimming and removals described herein, additional trims and removals that the District may add to this Contract. .

D. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of $0.00 for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

A. Work required in the General or Special Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately in writing by electronic mail, facsimile transmission, or written and mailed correspondence or by telephone.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

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EXHIBIT D: Term of Contract
R.F.P. NO. 2011 TREE TRIM/REMOVAL
PROJECT NO. 2011 TREE TRIM/REMOVAL

PARKWAY AND MEDIAN
TREE TRIMMING AND REMOVAL

1. TERM OF CONTRACT

A. Following approval by both parties, the Contract will commence on November 1, 2011, and shall terminate on June 30, 2012.

B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.

C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

D. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

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EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

R.F.P. NO. 2011 TREE TRIM/REMOVAL
PROJECT NO. 2011 TREE TRIM/REMOVAL

PARKWAY AND MEDIAN
TREE TRIMMING AND REMOVAL

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SCHEDULE I

R.F.P. NO. 2011 TREE TRIM/REMOVAL
PROJECT NO. 2011 TREE TRIM/REMOVAL

PARKWAY AND MEDIAN
TREE TRIMMING AND REMOVAL

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

I. VENDOR INFORMATION

A. COMPANY NAME: West Coast Arborists, Inc.

TYPE
- Sole proprietor _____
- Partnership _____
- Corporation x

B. COMPANY ADDRESS/PHONE NUMBER

MAIN OFFICE ADDRESS:
2200 E. Via Burton St.
Anaheim, CA 92806

MAIN OFFICE PHONE NUMBER: 714-991-1900

SATELLITE OFFICE ADDRESS (if applicable):
Regional Office
21718 Walnut Ave.
Grand Terrace, CA 92313

SATELLITE OFFICE PHONE NUMBER 909-783-6544

C. CONTRACTOR'S LICENSING INFORMATION:

LICENSE NUMBER/CLASSIFICATION/NAME STYLE: 366764 C27/C61/D49

NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 39

LICENSE EXPIRATION DATE: 12/31/2012

CURRENT LICENSE STATUS: Good Standing

PRIOR ACTIONS AGAINST THIS LICENSE? Yes / (No)

IF YES, LIST CITATION TYPE AND HOW RESOLVED: N/A

D. COMPANY'S FEDERAL IDENTIFICATION NO.: 95-3250682

E. NAME AND TITLE OF COMPANY OFFICERS:

Patrick Mahoney, President
Richard Mahoney, Secretary
Rose Epperson, Treasurer

F. NUMBER OF YEARS COMPANY HAS PERFORMED TREE TRIMMING AND REMOVAL SERVICES: 40+

G. NUMBER OF YEARS COMPANY HAS PERFORMED TREE TRIMMING AND REMOVAL SERVICES FOR PUBLIC AGENCIES: 39

H. CURRENT TREE TRIMMING AND/OR TREE REMOVAL MAINTENANCE SERVICE OPERATIONS

THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED TO THIS QUESTION (QUESTION H.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

TOTAL TREE TRIMMING/REMOVAL CONTRACTS: 200+

PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 95%

TOTAL DOLLAR VALUE OF TREE TRIMMING/REMOVAL CONTRACTS: $48 million

1. NUMBER OF EMPLOYEES COMMITTED TO TREE TRIMMING/REMOVAL OPERATIONS

SUPERVISORS: 20	AVERAGE WAGE SCALE: $ 60,000 /YR. *
TECHNICIANS: 10	AVERAGE WAGE SCALE: $ 35.00 /Hr.*
FOREMEN: 118	AVERAGE WAGE SCALE: $ 30.00 /Hr.*
LABORERS: 344	AVERAGE WAGE SCALE: $ 20.00 /Hr.*

*Use fully burdened rate (e.g., taxes, insurance, benefits, OH &P) - This is a prevailing wage project.

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO TREE TRIMMING/REMOVAL OPERATIONS:

A. MOTOR VEHICLES Please refer to attachment "III" Section B.

- TYPE: NUMBER:
- TYPE: NUMBER:
- TYPE: NUMBER:
- TYPE: NUMBER:

B POWER EQUIPMENT

Please refer to attachment "III" Section B.

- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____

II. REFERENCES

ATTACH RESPONSES ON ADDITIONAL SHEETS - ONE SHEET PER REFERENCE

1. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.
2. REFERENCE RESPONSES MUST INCLUDE:
   - A. NAME AND ADDRESS OF AGENCY;
   - B. NAME AND TELEPHONE NUMBER OF AGENCY;
   - C. PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
   - D. CONTRACT NAME(S) / NUMBER(S);
   - E. ANNUAL CONTRACT AMOUNT(S);
   - F. NUMBER OF TREES TRIMMED/REMOVED PER CONTRACTS(S);
   - G. LOCATION(S) OF CONTRACT AREAS – WE MAY VISIT SITE(S);
   - H. LENGTH OF CONTRACT(S).
3. THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:
   - A. How many (number) of contracts and years under contract?
   - B What are/were the Scope of the contract(s), No. of trees serviced. Locations(s)
   - C. What are/were the Contract amount(s)?
   - D. Do/did they have adequate (quantity/quality) staffing?
   - E. How are/were the Training/Technical skills (e.g., Use and Operation of Equipment/Safety)?
   - F. Does staff have the ability to comprehend/speak English?
   - G. How are/were the appearance, uniforms, and use of safety equipment?
   - H. Do/did they have availability of additional personnel for extra work/special projects?
   - I. Is/was the equipment used in good working order?
   - J. Do/did they have an effective in-company communications system?
   - K. How is/was the knowledge of project/contract standards?
   - L. Do/did they have the ability to respond to complaints/requests in a timely fashion?
   - M. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (e.g., monetary penalties, contract deductions, liquidated

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damages, claims against bonds)?

N. How accurate & timely is/was billing/invoicing?

O. Have Contract(s) been successfully completed to term?

P. Would you accept future proposals/bids from this company?

III. PROPOSED FACILITIES, EQUIPMENT, & STAFFING

A. **Facilities** – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

The Project Manager, Supervisor, and Customer Service Representative will dispatch crews and equipment from the Regional Office located in Grand Terrace. Other various day to day tasks as related to billing and contract management will be managed from the Corporate office in Anaheim. Further detail and organization is attached.

B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Contract, General Provisions, and Special Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full and comprehensive response.

1. Equipment:

A complete list of designated equipment is attached.

2. Motor Vehicles:

A complete list of designated motor vehicles that will be available for this project is attached.

3. Tree Trimming /Pruning/Removal Equipment/:
(list both powered and hand equipment/tools)

Chain saws, pole saws, hand saw, pole pruner, ladder, chipper, grinder, blower, shovels, broom, rakes, chipper feeder

MV00212368

C. **Staff**: - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Contract, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract/project. Use additional sheets as necessary to provide a full and comprehensive response.

A description and background of pertinent staff that will be assigned to this project is attached. Staff includes those in Management, IT, specific Project Team Members, and Crew leaders.

1. **Tree Trimming/Maintenance:**
(List labor, administrative, and field supervisory personnel. Include any ISA or equivalent certified personnel)

Please see attached.

MV00212369

IV. PROPOSED PROJECT WORK SCHEDULES

The following page contains a blank Annual Schedule Sheet. Proposers are to complete this schedule sheet by writing in their proposed schedule for performing the work as described in Exhibit A. Use additional sheets as necessary to provide a full and comprehensive response.

A. ANNUAL SCHEDULE SHEET

1. List all tasks specified to be performed for each area, as identified in Exhibit E, in the box corresponding to the months of the year in which you propose to perform the tree trimming/removals and associated services.

2. Be sure to include administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

MV00212370

PROPOSED PROJECT WORK SCHEDULES
PROJECT NO. 2011 TREE TRIM/REMOVAL
ANNUAL SCHEDULE SHEET

JANUARY 2012 E-7 & Zone M Monthly Report & Meeting	**FEBRUARY** 2012 DSG 2- South & E-14 Monthly Report & Meeting	**MARCH** 2012 DSG 2 North Monthly Report & Meeting
APRIL 2012 E-4 Monthly Report & Meeting	**MAY** 2012 E-8 & E-15 Monthly Report & Meeting	**JUNE** 2012 E-3 & DSG I Monthly Report & Meeting
JULY 2012 Monthly Report & Meeting * Contract Renewal * Start of New Schedule	**AUGUST** 2012 * New Schedule TBD	**SEPTEMBER** 2012 * New Schedule TBD
OCTOBER 2012 * New Schedule TBD	**NOVEMBER** 2011 E-2 & E-16 Monthly Report & Meeting	**DECEMBER** 2011 E-1 & E-1A Monthly Report & Meeting

MV00212371

V. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

A. Communications:

The General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Exhibit A, Section 3, letter E, (Functions and Responsibilities). Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

Emergency Response is available 24 hours a day 7 days a week.

Communication is an essential key in the day to day operations; from administrative personnel to field crews. Employees are provided with: cell phone, Nextel radio, email, and/or Sprint EVO tablet.

Prior to commencement of work the Area Manager will make arrangements to inspect all sites under contract and will review the proposed Work Schedule and suggested maintenance requirements with City staff.

The Project Team's goal is to provide efficient communication with the city at all times. The Area Manager and Supervisor will work together in delegating crews while the Customer Service Representative will provide City staff with daily "morning locations" when crews are working within city limits. Adequate up-to-date work records are recorded daily and are available online on WCA's inventory software program, ArborAccess. Adequate work records reflect the billing process. Further details are provided in the attachment.

B. Traffic Safety:

The General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

Please refer to attachment.

MV00212372

C. Greenwaste Recycling:

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

Please refer to attachment.

A. PROPOSED FACILITIES

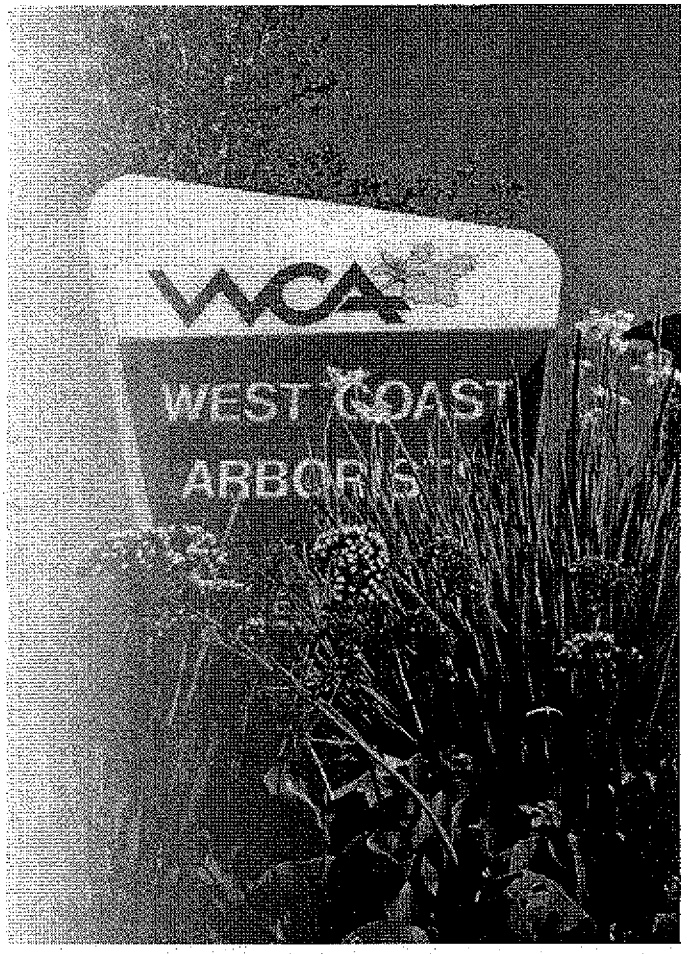

HEADQUARTERS
Contact: Victor Gonzalez, Vice President– Marketing
2200 E. Via Burton Street
Anaheim, CA 92806

Phone: (714) 991-1900
Fax: (714) 991-1027
Email: vgonzalez@wcainc.com

REGIONAL OFFICE
Contact: Ernesto Macias, Area Manager
21718 Walnut Avenue
Grand Terrace, CA 92313

Phone: (909) 783-6544
Fax: (909) 783-6574
Email: emacias@wcainc.com

MV00212374

B. EQUIPMENT

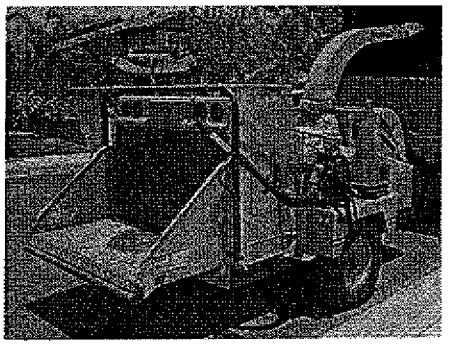

Introduction

Our modern fleet consists of nearly 700 vehicles that undergo daily inspection by each driver. All equipment is kept serviced and free of graffiti at all times and is painted and detailed on a regular basis. We have a credit line of $2 million dollars for the acquisition of new equipment.

WCA's policy is that all employees hold a valid, insurable Driver's License. We are enrolled in the DMV's Employee Pull Notice Program which provides us with a means of promoting driver safety through ongoing review of the driving records of commercial drivers. Our company has been assigned CHP Carrier Number CA68562 in the California Highway Patrol's Management Information System of Terminal Evaluation Records (MISTER), which is an automated file pertaining to the motor carriers operating in the State of California. MISTER gives the CHP immediate access to emergency information about our company and enhances the CHP's capability to monitor the overall safety operations of our company.

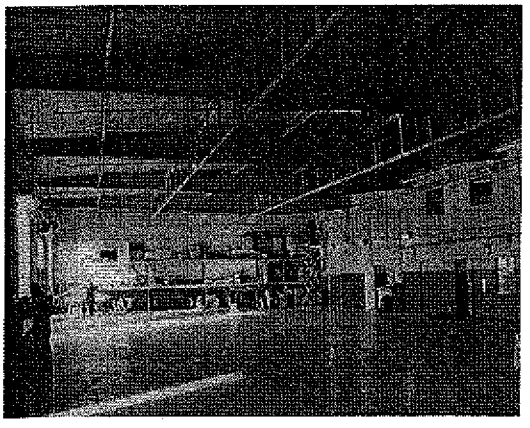

Maintenance Facility

Equipment Maintenance Facility

- We have a state-of-the-art full service Maintenance Department at our corporate headquarters
- WCA has 30 full-time mechanics on staff and a full-time Preventive Maintenance Manager
- 90-day detailed inspections are performed by the WCA Maintenance Department
- Attached are certifications for each aerial tower assigned to the the City. Additional and/or replacement certified aerial towers are readily available for this contract.

PROJECT EQUIPMENT

We currently have more than 700 pieces of fairly new equipment that enables us to replace equipment immediately should there be any unforeseen mechanical problems. We employ thirty full-time mechanics that perform an in-house fleet maintenance program. Each vehicle is schedule for service and inspection every ninety days. This allows our equipment to be in good operating condition necessary for accomplishing the City's needs. Upon request a full list can be made available.

III. Proposed Facilities, Equipment, & Staffing

We believe the success of the project is partly attributed to the dedicated pieces of equipment assigned to the City of Moreno Valley. In addition to aerial lift devices, dump trucks, flatbed trucks and roll-off trucks and containers, we also have additional equipment for use in the City such as cranes, loaders, and special aerial lift devices for higher elevated trees. Specific vehicles and equipment that will be dedicated to the City of Moreno Valley are listed

Year	Make	Model	Body Type	VIN / Serial
2010	Toyota	Prius	Sedan	JTDKN3DUXA1082372
2009	Toyota	Prius	Sedan	JTDKB20U693491865
2009	GMC	C7500 /HI-RANGER 5FC-60	Boom Truck	1GDJ7C1G19F408770
2009	GMC	C7500 /HI-RANGER 5FC-60	Boom Truck	1GDJ7C1G49F408813
2009	GMC	C7500 /HI-RANGER 5FC-60	Boom Truck	1GDJ7C1G29F409099
2009	GMC	C7500 /HI-RANGER 5FC-60	Boom Truck	1GDJ7C1G19F408722
2009	GMC	C7500 /HI-RANGER 5FC-60	Boom Truck	1GDJ7C1G39F409029
2008	GMC	C7500 /HI-RANGER 5FC-60	Boom Truck	1GDJ7C1G29F407417
2008	GMC	C7500 /HI-RANGER 5FC-60	Boom Truck	1GDJ7C1G69F407484
2008	Chevy	2500 Service Truck	Truck	1GBHC24KX8E100837
2006	Dodge	Ram 2500	Pickup	3D7KR26D86G202972
2006	Dodge	Ram 2500	Pickup	3DJKR26D56G249229
2006	Dodge	Ram 2500	Pickup	3D7KR26D26G251701
2006	Dodge	Ram 2500	Pickup	3D7KR26DX6G265801
2006	Dodge	Ram 2500	Pickup	3D7KR26D76G275864
2006	Dodge	Ram 1500	Pickup	3C7KR26D56G275863
2006	Dodge	Ram 2500	Pickup	3D7KR26D56G277872
2006	Dodge	Ram 2500	Pickup	3D7KR26D36G275862
2007	GMC	C7500	Dump Truck	1GDJ7C1G17F409091
2007	GMC	C7500	Dump Truck	1GDJ7C1G27F409228
2007	GMC	C6500	Dump Truck	1GDJ7C1G68F402915
2007	GMC	C6500	Dump Truck	1GDJ7C1G68F403143
2007	GMC	C6500	Dump Truck	1GDJ7C1G18F402921
2007	GMC	C6500	Dump Truck	1GDJ7C1GX8F403209
2004	Ford	F450	Flatbed	1FDXF46SX4ED21724
2007	Vermeer	BC1800XL	Brush Chipper	1VRY131Z281002255
2006	Vermeer	BC1400	Brush Chipper	1VRU1614661003409
2006	Vermeer	BC1400	Brush Chipper	1VRU1614861003136
2006	Vermeer	BC1800	Brush Chipper	1VRY131Z361001337
2006	Vermeer	BC1800XL	Brush Chipper	1VRY131Z861001334
2006	Vermeer	BC1800XL	Brush Chipper	1VRY131ZX61001321
2005	Vermeer	BC1800XL	Brush Chipper	1VRY131Z151000752
2007	Vermeer	802	Stump Grinder	1VR2161J561000279
2005	Vermeer	752	Stump Grinder	1VRN151U051001197
2005	Vermeer	1102	Stump Grinder	1VRN1513451002005
2002	Dosko	691SP	Grinder	0105-02-4356
2005	Caterpillar	287	Skid Steer Loader	0CNY00926
2006	Bobcat	S185	Loader	530314834
2005	Bobcat	S185	Loader	525022994
2002	Bobcat	773T	Loader	519023882

EQUIPMENT LIST SUMMARY

• Pick Up Trucks	170
• Aerial Lift Devices	170
• Arrowboards	35
• ATVs	2
• Backhoe	1
• Brush Chippers	112
• Cranes	4
• Dump Trucks	101
• Flat Beds	14
• Forklifts	3
• Stump Grinders	28
• Loaders	35
• Rubber Track Loader	1
• Root Pruners	2
• Rolloff Trucks	27
• Saw Mill	1
• Log Skidder	1

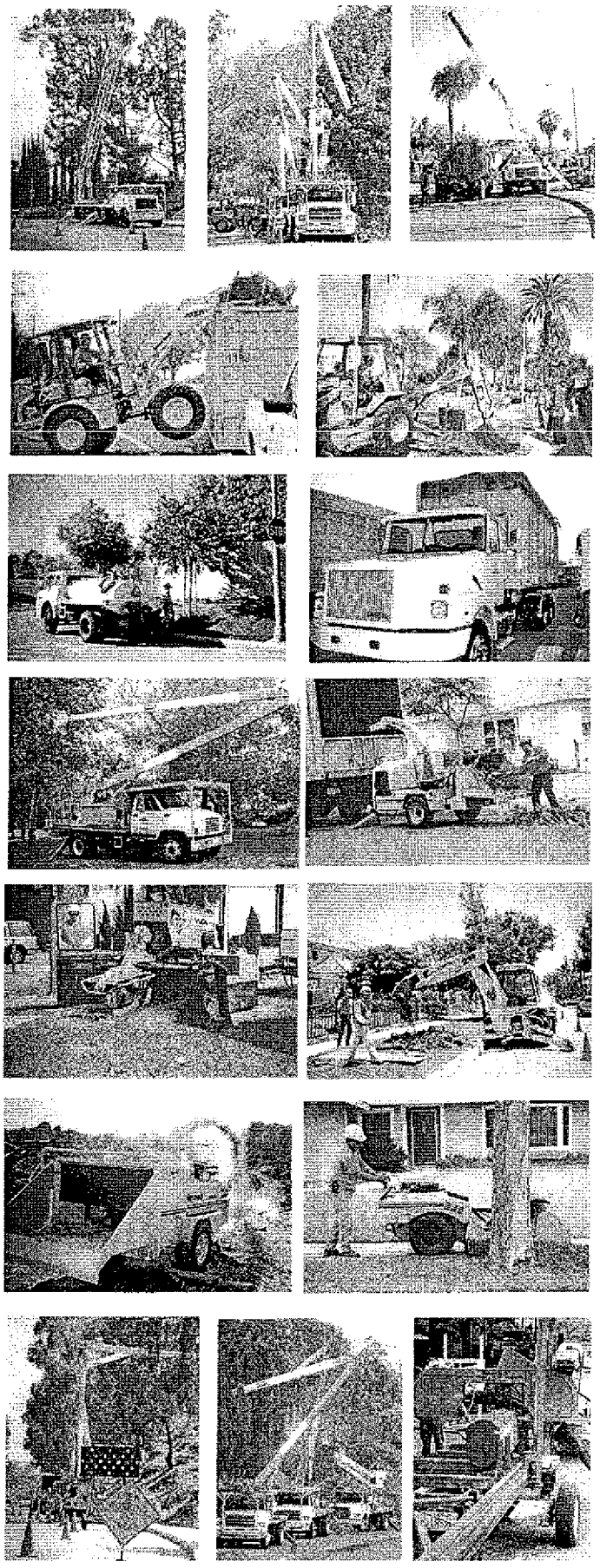

C. STAFFING

PATRICK O. MAHONEY
President

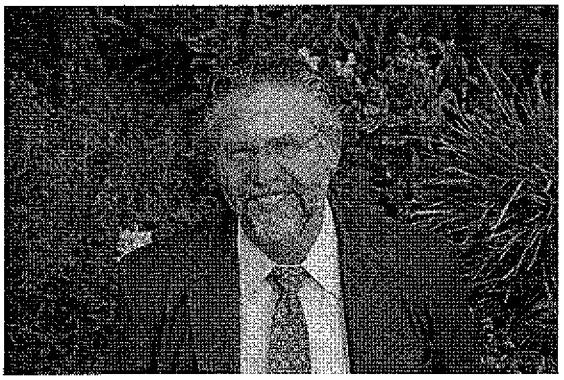

Professional Registration
California State Contractors License #313843, Class C61 & C27
ISA, Certified Arborist #WE-1172A

Mr. Mahoney founded West Coast Arborists, Inc. in 1972. As President and Chief Executive Officer, Mr. Mahoney oversees the complete operation of the company. Under his direction the company has grown from 3 employees and 2 trucks to over 550 employees with a 500 plus unit fleet. In December of 2009, the Anaheim Chamber of Commerce honored Patrick as the "Business Champion of the Year" for 2009. The Business Champion of the Year Award recognizes an individual who uses their professional expertise and talents in activities that promote business and the Anaheim community.

Professional Affiliation
Founder - So. California Tree Trimmers Jamboree
Past President and Honorary Lifetime Member - Western Chapter ISA
Served 1989-97 - ISA Certification Committee
Award of Merit - Western Chapter ISA, 1997
Award of Achievement - ISA, 1998
Society of Commercial Arborists
Municipal Arborists Association
Street Tree Seminar
Tree Care Industry Association
Maintenance Superintendents Association
Utility Arborists Association
California Oak Foundation
The Palm Society

ROSE M. EPPERSON
Vice President

Professional Registration
California State Contractors License #654265, Class C61 & D49
ISA, Certified Arborist #WE-1045A
American Society of Association Executive
B.S., Business Administration, *Argosy University*, Costa Mesa, CA

Mrs. Epperson has been with West Coast Arborists, Inc. since August 1979, and she has been a director at WCA since 1992. Her experience lies in accounting and administration. She is responsible for administrative and accounting functions on a corporate level. She has been involved in the implementation and management of our computerized accounting, estimating and job costing programs.

MV00212378

RICHARD MAHONEY
Vice President

Professional Registration
ISA, Certified Arborist #WE-1171A
B.S., Business Administration, *University of Houston,* Houston, Texas

Mr. Mahoney has been with West Coast Arborists, Inc. since 1974 and has over 30 years experience in the tree care industry. He is responsible for internal operations, management of our fleet including maintenance and repairs, as well as overseeing facilities, supplies and purchasing. Prior to his present position with WCA, he spent two years as Vice President of Operations for Golden Coast Environmental Services, a computer oriented urban forestry consulting firm in Irvine, CA. With extensive background in information systems management, Mr. Mahoney oversees the computer operations of WCA. In addition he has served as a member of the Board of Directors since 1978. He receives a minimum of 25 hours credit annually in arboriculture continuing education credits.

RANDY THOMPSON
Vice President/Area Manager

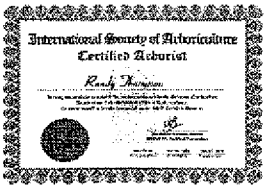

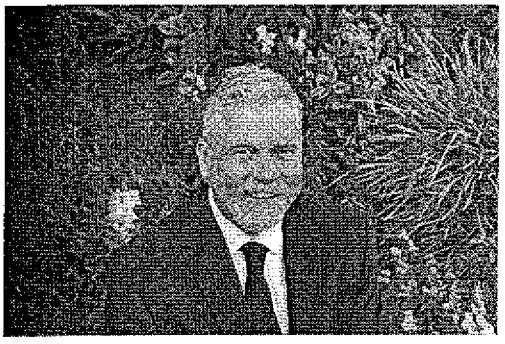

Professional Registration
ISA, Certified Arborist #WE-1043A

Mr. Thompson has been with West Coast Arborists, Inc. since September of 1978. He has over 30 years experience in the arboriculture field. Responsibilities within the company are broad. He is responsible for estimating, scheduling, contract administration, personnel and daily operations. As an Area Manager, he is responsible for field operations, customer service, and management of crews throughout Orange County. Through his employment he has gained valuable experience in computer estimating, tree inventory systems, and costing programs which are essential in the efficient operation of tree care crews. He receives a minimum of 25 hours credit annually in arboriculture continuing education credits.

ANDREW R. TROTTER
Vice President, Field Operations Manager

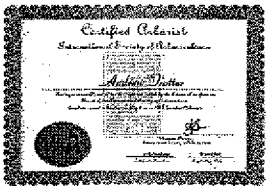

Professional Registration
ISA, Certified Utility Arborist #WE-642AU
California Urban Forests Council, Certified Urban Forester #103
TCIA, Certified Tree Care Safety Professional, #142
Wildlife Training Institute, Certified Wildlife Protector #533

Mr. Trotter has been with West Coast Arborists, Inc. since August of 1982. Prior to that, he had eight years experience in the tree care industry. After working as a Foreman for eight years, Mr. Trotter was promoted to Field Operations Manager in March of 1990. As Field Operations Manager, he supervises all of the field operations as well as overseeing our safety, training, nursery and wood recycling facility. He has been an industry leader in many key projects including United Voices for Healthier Communities Great Clean Air Planting Project, Toolkit for Developing Urban Forest Management Plans and the Western Chapter ISA's annual "Workday" fundraiser.

DEBORAH DEPASQUALE
Vice President, Contract Services

Professional Registration
ISA, Certified Arborist #WE-3812A
B.A., Entrepreneurial Management minor in Political Science, *California State University Fullerton*, Fullerton, CA Employee of the Year, *WCA 1995*

Ms. DePasquale has been with West Coast Arborists, Inc. since November of 1993. Before that time, she worked as a consultant for WCA and was a Senior Account Executive for a finance company for five years. Her responsibilities include managing Customer Service, Billing, Administration and Human Resources. Ms. DePasquale has over 20 years computer experience and 17 years in the tree care industry. She receives a minimum of 25 hours credit annually in arboriculture continuing education credits.

CHRISTOPHER CRIPPEN
Vice President, MIS

Professional Registration
Microsoft Certified Professional

Mr. Crippen has been with West Coast Arborists, Inc. since October of 1995. At that time, he had four years experience as a computer programmer for an insurance company. As a computer programmer, he supports the tree inventory software created by WCA, as well as customizes each software package for each County. In addition, he maintains the inventory databases compiled by the Inventory Specialists. He has over 18 years computer programming experience and over 14 years experience in the tree care industry.

VICTOR GONZALEZ
Vice President, Marketing

Professional Registration
ISA, Certified Arborist #WE-7175A
ATSSA, Certified Traffic Control Designer #00236811
B.S., Engineering Technology – Construction Management, *California State University, Long Beach,* Long Beach, CA
Employee of the Year, WCA 2009

Mr. Gonzalez has been with West Coast Arborists, Inc. since June of 1999. During the previous two years, he worked as a Public Works Inspector for a private engineering firm serving cities in Orange and Los Angeles Counties. Before that time, he served the City of Bellflower for four years as an Executive Assistant to the Director of Public Services. His responsibilities included contract administration, project management, and customer service within the Public Services Department. He has over seven years of city government and public works experience and 11 years in the tree care industry. He is a member of the firm's Management Team that provides strategic leadership and business development. He leads the sales force in developing its customer base and strategic marketing plans. He oversees the procurement of company's annual insurance policy coverage and oversees contracts with nearly 200 customers including all contract negotiations.

REBECCA MEJIA
Arborist

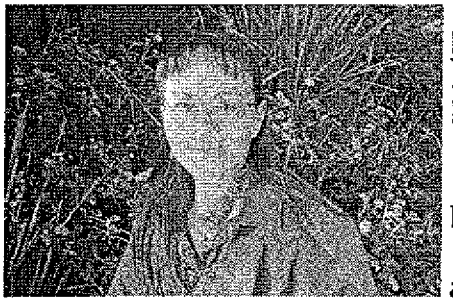

Professional Registration
ISA, Certified Arborist #WE-2355A
B.S., Urban Forestry and Natural Resource Management, *Cal Poly San Luis Obispo,* San Luis Obispo, CA

Mrs. Mejia has been with West Coast Arborists since November of 1995. Before that time, she worked for the U.S. Department of Forestry as a Recreation Technician. Her current responsibilities as a Consulting Arborist include preparing Arborist Reports, Tree Appraisals and performing Tree Hazard Evaluations for our clients. In addition, she develops master street tree planting programs and recommends species. Mrs. Mejia currently has over 15 years experience in the tree care industry. She receives a minimum of 25 hours credit annually in arboriculture continuing education credits.

BRIAN KOCH
Inventory Specialist

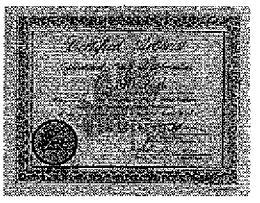

Professional Registration
ISA, Certified Arborist #WE-341A
B.S., Ornamental Horticulture, *Cal Poly Pomona,* Pomona, CA

Mr. Koch has been with West Coast Arborists, Inc. since November of 2000. Before that time, he worked for Davey Resource Group as a Data Collector inventorying trees throughout North America including Hawaii. His responsibilities include collecting tree site information for building databases. In addition, he develops master street tree planting programs and recommends species. Mr. Koch currently has over 25 years experience in the tree care industry and is member of the ISA and the Southern California Turfgrass Council. He receives a minimum of 25 hours credit annually in arboriculture continuing education credits.

RENE PORTILLO
Safety Trainer

Professional Registration
ISA, Certified Tree Worker #579C
ISA, Certified Utility Arborist #WE-2038AU
ATSSA, Certified Traffic Control Supervisor #00227843
TCIA, Certified Tree Care Safety Professional #CTSP-137
NCCCO, Certified Crane Operator #051223269

Mr. Portillo has been with West Coast Arborists, Inc. since September of 1993. As the Safety Trainer, he is responsible development, implementation and review of in-house training programs utilized for new hire and existing employees. These programs include administering certification training, crew leader training, commercial license, etc. He is also responsible for the Injury and Illness Prevention Program (IIPP), crew safety audits as well as follows up on safety improvement plans if accidents or incidents occur. Mr. Portillo has over 18 years experience in the tree care industry. He receives a minimum of 40 hours credit annually in arboriculture continuing education credits.

PROJECT TEAM

ERNESTO MACIAS
Area Manager, South East Inland Empire

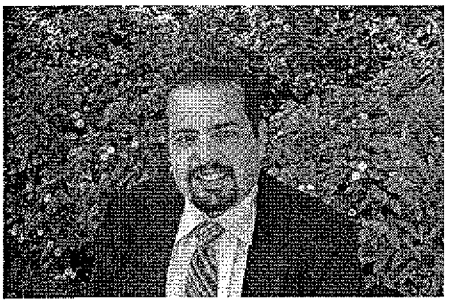

Professional Registration
ISA, Utility Certified Arborist #WE-7120AU

Mr. Macias has been with WCA since August of 2011. Before that time, he worked with The Davey Tree Expert Company. Mr. Macias started as a Groundman and worked his way up. After 8 years he was promoted to an Account Manager where he managed over 120 employees and was responsible for day to day operations. Today at WCA, Mr. Macias is responsible for field operations and management of crews in both Riverside and San Bernardino counties. He is also involved in scheduling, evaluation and production of street tree maintenance. Mr. Macias has over 15 years' experience in the tree care industry.

ANGEL RINCON
Site Supervisor

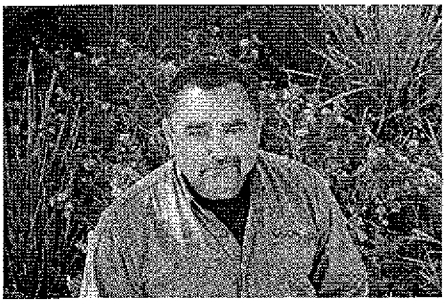

Professional Registration
ISA, Certified Treeworker Climber #1116C
WCA Qualified Arborist

Mr. Rincon has been with West Coast Arborists, Inc. since 1998 and has over 20 years field experience in the industry. As Site Supervisor, Angel is a full-time employee and speaks fluent English. He is responsible for reviewing the day's activities, assisting the Area Manager in scheduling, and insuring proper safety procedures are being followed As Supervisor, Angel is to communicate with city officials and other interested parties on a daily basis. Report and resolve malfunctions, damage, or industrial injury. He assists in employee training programs, maintains records, and files daily reports and receipts.

ESTHER CADMAN
Office Manager/Customer Service Representative

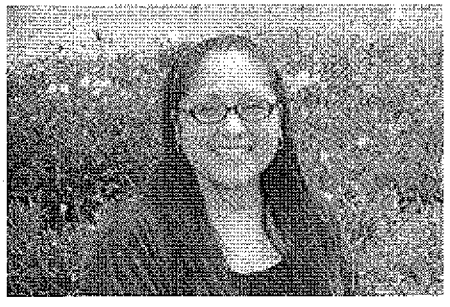

As the CSR (Customer Service Representative), Esther is responsible for providing support to the Area Manager, Site Supervisor, and crew. The CSR is to act as a liaison between the company and it's clients as well as the general public. The CSR is responsible for responding to Customer Service inquiries and facilitating contracting functions, such as: mapping underground service alert, data entry, field book preparation, list preparation, public relations, errands, etc.

PEST CONTROL ADVISOR AND APPLICATOR

California Agriculture Production Consultants Association (CAPCA) is a professional association that promotes and educates the licensed Pest Control Advisor (PCA), thereby fostering the highest quality pest management standards while recognizing our responsibility to the public, our employees, and the environment.

Jason Davlin, Pest Control Applicator #PA-30-00170

Paul Webb, Pest Control Advisor #QL02023

MV00212382

PROJECT TEAM FOR CITY OF MORENO VALLEY:

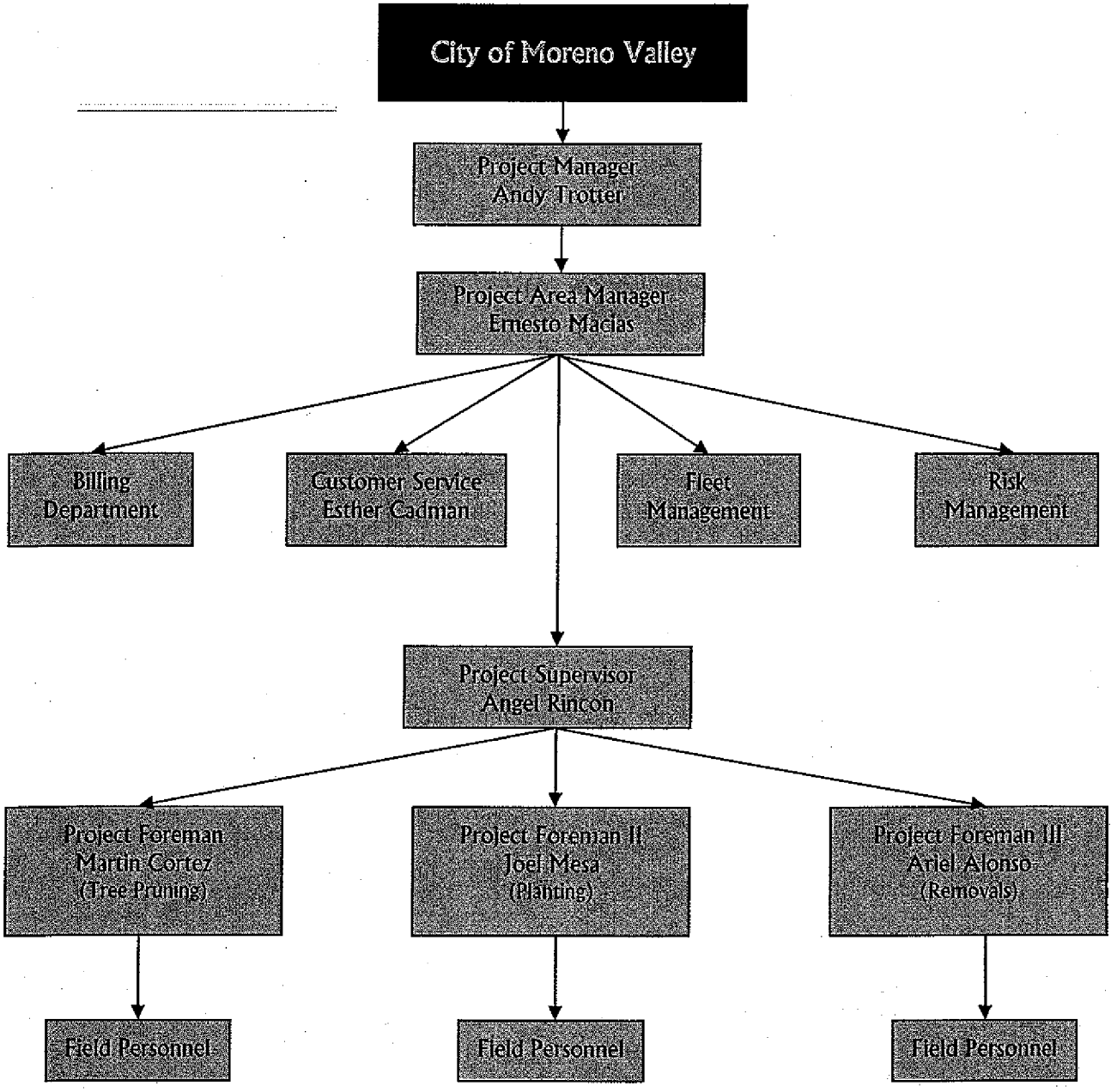

CERTIFIED ARBORISTS

International Society of Arboriculture Arborist Certification provides an educationally challenging program designed to upgrade the knowledge and proficiency levels in the tree care profession. Having an I.S.A. Certified Arborist oversee the project is vital for the quality and craftsmanship of proper urban tree care. Our Arborists accumulate 10 Continuing Education Units (CEUs) annually, which help to ensure that they are keeping up with the latest research and techniques. Below is a list of our I.S.A. Certified Arborists:

J. Nick Alago *	WE-4396AU	Brian Koch	WE-0341A	Michael Palat *	WE-6541AU
Robert Barr	WE-1401A	Lita Lira	WE-1906A	Lorenzo Perez	WE-7443A
Joseph Bartolo *	WE-2034AU	Ignacio Lopez	WE-7329A	Jason Pinegar *	WE-2039AU
David Cooper	WE-0497A	Jorge Magana	WE-3460A	Rene Portillo *	WE-2038AU
Jason Davlin	WE-7628A	Patrick Mahoney	WE-1172A	Frank Quinn	WE-1085A
Deborah DePasquale	WE-3812A	Richard Mahoney	WE-1171A	Adan Reynaga	WE-7786A
Al Epperson *	WE-0719AU	Gail Manzanedo	WE-3858A	Rene Rosales	WE-7941A
Rose Epperson	WE-1045A	Rebecca Mejia	WE-2355A	Randy Thompson	WE-1043A
James Goss	WE-1042A	Filandro Menjivar *	WE-7014AU	Robert Thompson *	WE-0915A
Victor Gonzalez	WE-7175A	Hector Montes	WE-8079A	Andrew Trotter *	WE-0642AU
Felix Hernandez	WE-2037A	Michael Morris	WE-1095A	Jeffery Williams	WE-1100A
Steve Hunt	WE-1044A	Herminio Padilla *	WE-7552A	J. Charles Working	WE-1592A

** denotes Utility Specialist designation*

CERTIFIED TREEWORKERS

The purpose of the ISA Treeworker Certification is to establish a meaningful standard of skill and work quality, to establish and measure a level of training and knowledge, to encourage continuing education, and to promote safe work practices. In an effort to provide the best possible urban tree care, WCA hires, trains and assigns Certified Tree Workers for our projects. This insures that a minimum level of training and knowledge for arboriculture has been obtained and that safe work practices and overall safety will be performed. We ensure continuing education and training for those Tree Workers who may wish to gain knowledge in arboriculture or who may want to become Certified Arborists. Below is a list of our Western Chapter I.S.A. Certified Tree Workers:

Jose Luis Abalos	1472	Faustino Espinosa	1510	Jose I. Mancilla	1299	Adan Reynaga	0435
Jose Aguayo	1050	Pedro B. Fuentes	1547	Juan Marquez	0430	Hugo Angel Rincon	0614
Nelson Aguirre	1460	Gabriel Gamino	1051	Eduardo Martinez	1087	Joel M. Rivera	1206
Ariel Alonso	0489	Felix Garcia	1003	Joel Martinez	1447	Adam Rodriguez	0493
Jose A. Alvarez	1497	Ventura Gomez	1190	Marcos R. Martinez	1661	Jose Rodriguez	0594
Salvador Avelar	1278	Antonio Gradilla	0971	Varaquiel Martinez	0431	Teodoro Rodriguez	1207
Eduardo Avila	0420	Jose Guardado	1665	Filandro Menjivar	1075	Valentin Roman	1402
Saul G. Avila	0421	Raymundo Gutierrez	1074	Alberto J. Monterosa	1400	Rene Rosales	1259
Manuel Barragan	1461	Fausto Guzman	1116	Hector Montes	1296	Isaias Sanchez	1073
Martin Barrera	1136	Felix Hernandez	0424	Jesus A. Montes	0583	Salustio Sanchez	1508
Eugene Barrientos	1712	Pedro A. Hernandez	1503	Michael Morris	0240	Enrique Sandoval	1272
Juan Becerra	0637	Rafael Hernandez	1192	Rene Nunez	1141	Salomon Silva	0858
Manuel Briano	1606	Steve Hunt	0426	Jorge Orozco	1026	Ruben Soriano	1286
Jose Abel Cancino	1663	Elijio Ibarra-Cardoso	1070	Joel Ortiz	0993	Miguel Angel Soto	1432
Manuel Candelario	0577	Carlos Ixta	1052	Juan Ortiz	1505	Juan Tellez	1656
Agustin Carrillo	1097	Jorge Jiminez	0990	Demetrio Oseguro	1008	Robert Thompson	0219
Antonio Castellanos	0491	Jose Jiminez	1076	Marco A. Padilla	1603	Jose Irene Vega	1174
Ruben Cornejo	1110	Lita Lira	0426	Aurelio Paz-Guzman	1191	Jose Trinidad Vega	1164
Camerino Coronel	1297	Alfredo A. Lopez	0925	Celestino Perez	1120	Marco A. Vergara	1465
Jose Luis Coronel	0851	Armando Lopez	1255	Lorenzo Perez	0781	Francisco Villanueva	1552
Leonel Cortez	1188	Francisco Lopez	0992	Rene Portillo	0579	Cesario Wenceslao	1011
Pedro Cuevas	1001	Juan Lopez	1431	Martin Quintero	0644	Jeffery Williams	0437
Jorge Duenas	1002	Sergio Lopez Rivera	1103	Francisco Ramirez	1009	J. Charles Working	0647
J. Refugio Escamilla	1268	Miguel Macias	1024	Ramon Ramirez	1069	Walter E. Zaldana	1529
				Daniel Rivas	1609		

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CERTIFIED URBAN FORESTER

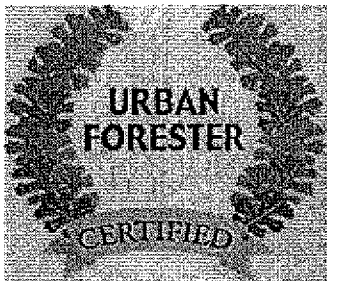

The California Urban Forests Council's Certified Urban Forester program recognizes, encourages, and enhances the education, experience and professional status of urban forestry professionals, while providing agencies, organizations, and companies that utilize their services a benchmark for identifying qualified professionals. The Certified Urban Forester Program grants certification to individuals who meet both educational and professional prerequisites and have compiled with the requirements, including passing a required certification examination. The requirements correspond to knowledge, abilities, skills and experience commensurate with the professional practice of urban forestry.

Andrew R. Trotter, Certified Urban Forester #103, California Urban Forests Council

CERTIFIED TREECARE SAFETY PROFESSIONAL

The Tree Care Industry Association (TCIA) accredits tree companies, develops safety and education programs, establishes standards of tree care practice and provides management information for arboricultural firms around the world. Our purpose for having Certified Treecare Safety Professionals (CTSP) is to improve worker safety by empowering and encouraging the development of a culture of safety. Currently, WCA has the greatest number of Certified Treecare Safety Professionals in the state of California and they are listed as follows:

Andrew R. Trotter, Certified Treecare Safety Professional #142
Frank Quinn, Certified Treecare Safety Professional #562
Angel Rincon, Certified Treecare Safety Professional #763
Herminio Padilla, Certified Treecare Safety Professional #139
James Charles Working, Certified Treecare Safety Professional #141
Juan Marquez, Certified Treecare Safety Professional #143
Rene Portillo, Certified Treecare Safety Professional #137
Veronica King, Certified Treecare Safety Professional #140

ATSSA CERTIFIED TRAFFIC CONTROL

The American Traffic Safety Services Association (ATSSA) provides quality roadway safety education and training. Their progressive and innovative approach to training and education has made them the state-recognized leader in traffic control safety. The following employees hold designated certifications:

Victor Gonzalez, Traffic Control Design Specialist #00236811
Rene Portillo, Traffic Control Supervisor #00227843
Juan Marquez, Traffic Control Technician #00228625
Chuck Working, Traffic Control Technician #00228622
Jason Pinegar, Traffic Control Design Specialist #236727
Herminio Padilla, Traffic Control Technician #00228618
Romualdo Gaeta, Traffic Control Technician #00233729
Robert Barr, Traffic Control Technician #00228623

CERTIFIED CRANE OPERATOR

As of June 1, 2005, crane operators in California must be certified, as required by 8 California Code of Regulations §5006.1. The regulations require certification of fixed and mobile crane operators. West Coast Arborists, Inc. currently has five certified crane operators and is currently training other WCA employees for the certification.

Hector Montes, NCCCO #060123869
Herminio Padilla, NCCCO #060325578
Jason Pinegar, NCCCO #050820987
Jeffery Williams, NCCCO #080339583
Joseph Nick Alago, NCCCO #051223266
Michael Morris, NCCCO #051223268
Rene Portillo, NCCCO #051223269
Steve Hunt, NCCCO #050518883

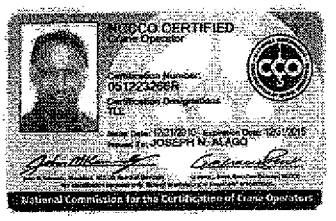

A. COMMUNICATIONS

INTRODUCTION

West Coast Arborists includes with its comprehensive tree maintenance program a well defined quality control plan that incorporates certified personnel assigned to this project, safety, pruning specifications and guidelines, equipment, hours of operation, public relations, traffic control, work descriptions and communication systems. We believe in following this plan to help ensure the quality of work and the level of service expected.

PROJECT MANAGER

Andrew R. Trotter will act as the Project Manager for this project. Mr. Trotter holds ISA Certified Arborist Number 642. With over thirty years experience in the tree care industry, Mr. Trotter will provide overall supervision and coordination of the Area Manager and Field Operations. He has full authority to act on behalf of West Coast Arborists, Inc. on all contract matters.

PROJECT AREA MANAGER

The Project Area Manager for this contract will hold an ISA Certified Arborist certificate. With several years of experience in the tree care industry, the Project Area Manager will provide exclusive field supervision and crew management to the City for the length of the contract. They will be the central point of contact with the City and will work cooperatively with City staff, local residents and business owners. During the past thirty years, our Project Area Managers have successfully worked with several cities and established a familiarity with the community and logistics of each City respectively.

Daily Supervision

Daily supervision will consist of, but is not limited to:

- Report to the City Inspector with location of crew and maintain an open line of communication
- Supervise crew personnel to insure proper pruning standards are followed in a safe manner
- Traffic control setup and maintenance of coned area
- Insure City streets are left free of any debris at end of each work day
- Maintain record of work completed each day
- Maintain good public relations at all times

- Immediate notification to City Inspector upon damage of personal property including a plan for corrective measures to take place within 48 hours

Weekly Supervision

Weekly supervision will consist of, but is not limited to:

- Weekly inspection of work completed
- Meeting with the City to review work schedule and progress
- Insure standards of pruning are performed in accordance with specifications provided by the City
- Maintain open communication with City Inspector and field crew

PROJECT WORK FORCE

- WCA is a professional organization and employ only the highest standard of tree care professionals

- All employees will comply with any applicable laws of the State, County, City and/or political subdivision of such state without limitations while under contract

- WCA does not discriminate against employees or applicants because of race, color, religion, sex, pregnancy, national origin, ancestry, age, marital status, or physical handicap

- Equal opportunity will be extended to all persons in all aspects of the employer-employee relationship, including but not limited to hiring, transfer, promotion, training, compensation, layoff, recall or termination

- Employment decisions comply with all applicable laws prohibiting discrimination and comply with Title VII of the Civil Rights Act of 1992 and all federal, state and municipal laws pertaining thereto

- Any employee who is found to be incompetent, troublesome, disorderly or otherwise objectionable, or who fails or refuse to perform work properly and acceptable, will immediately be removed from working on this project

HOURS OF WORK AND OPERATION

All regular tree care will be performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. In accordance with the City's specifications, we are prepared to perform work during the weekend and evenings. With our large number of employees, we are able to create special weekend teams and night teams that are accustomed to performing during those shifts. Oftentimes these special shifts help to alleviate traffic and pedestrian congestion that may otherwise occur during normal business hours.

SCHEDULING OF WORK

The project shall conform to the City's schedule of performance. We recommend equal distribution of work throughout the course of the fiscal year. West Coast Arborists, Inc. will notify the City of any changes in the start date of each tree maintenance operation at least 24 hours in advance, weather permitting. Our company tracks lists according to work type and prioritizes accordingly. West Coast Arborists, Inc. will provide door hangers that explain the tree maintenance process (acceptable to the City) and distribute the notifications to citizens prior to the start of pruning operations in said area. Work shall be conducted in a cooperative manner as to cause the least amount of possible interference with or annoyance to others. Service request pruning is done on an "as needed" basis and is performed to rectify and immediate problem, a full trim will be completed during the grid pruning cycle. The Area Manager is responsible for scheduling the work, a detailed workflow process is shown on the following page, outlining how work is processed and scheduled.

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THE WORKFLOW PROCESS

When work is ordered from WCA we follow standard procedures for each. Shown below are flowcharts for pruning, removals and planting:

GRID PRUNING FLOWCHART

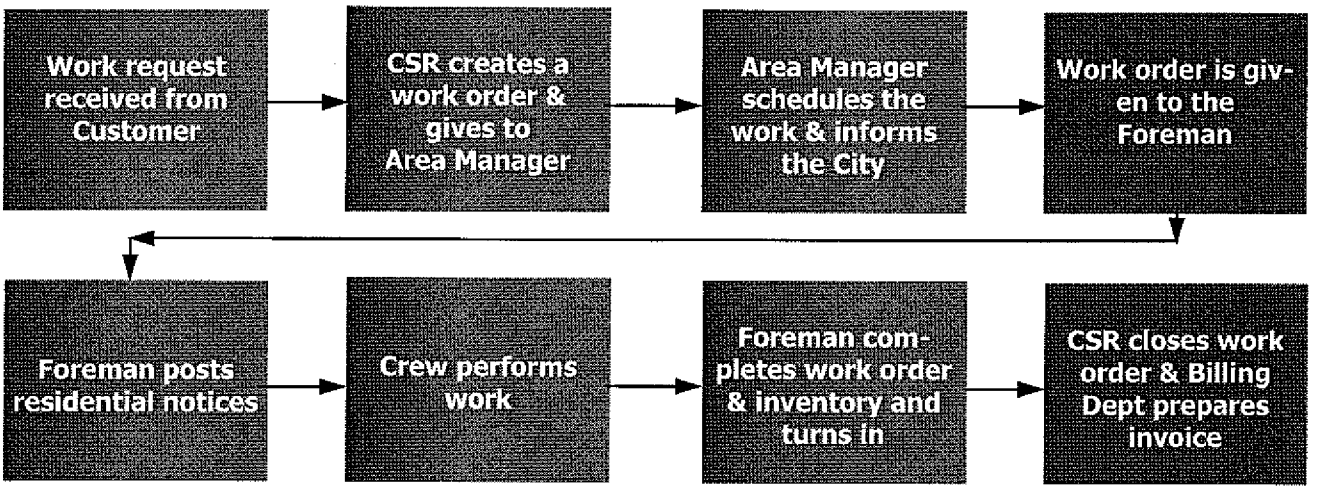

REMOVAL FLOWCHART

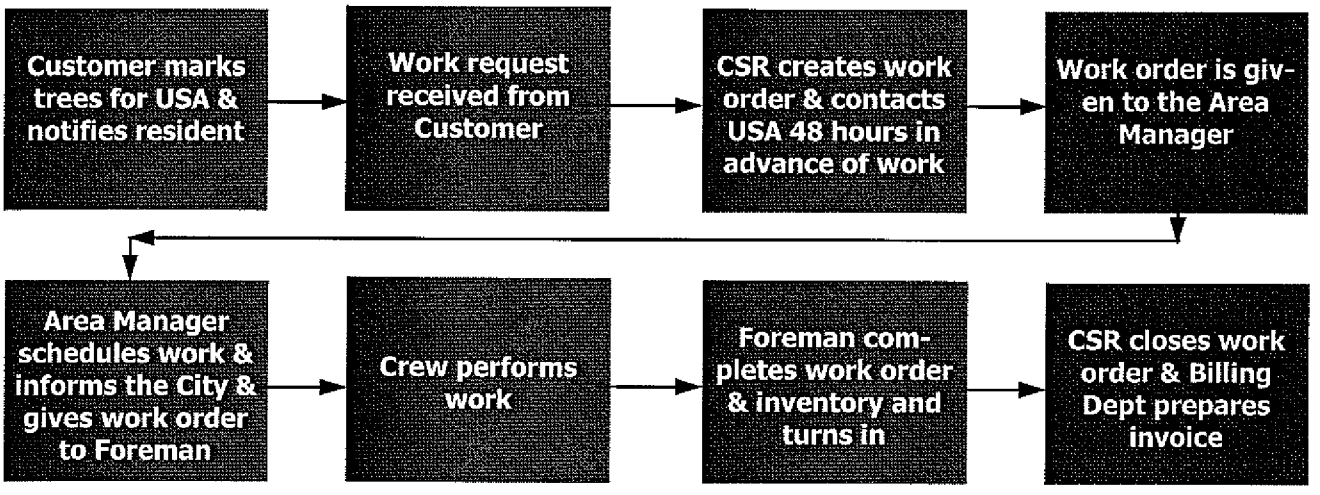

PLANTING FLOWCHART

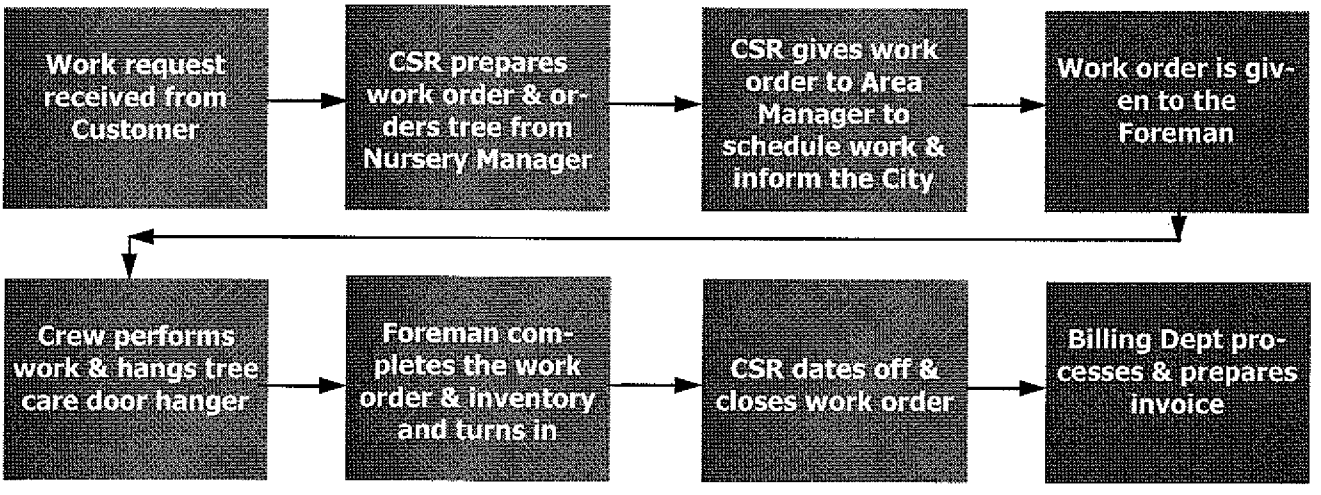

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PUBLIC NOTIFICATION

Prior to commencement of grid pruning, WCA will prepare a sample door hanger notice and present it to City staff for approval. Upon approval, we will have the pruning door hangers printed and post them within twenty -four (24) hours prior to the commencement of work, or as directed by the City. Tree planting door hangers will be hung after the tree has been planted. When requiring a response pertaining to tree planting, we will send a letter along with a return postcard to the resident and respectfully request their input. The City should notify WCA if they would like a mailer sent. We will print all notices (and photos for tree planting operations) and distribute them to the residents utilizing a mail addressing software program. Each notice will be sent utilizing City letterhead and envelopes. For special projects and/or routine maintenance, we can also submit a press release to the community newspaper for a more comprehensive outreach. We understand the City may modify the procedure to which to notify residents.

SAMPLE NOTICE

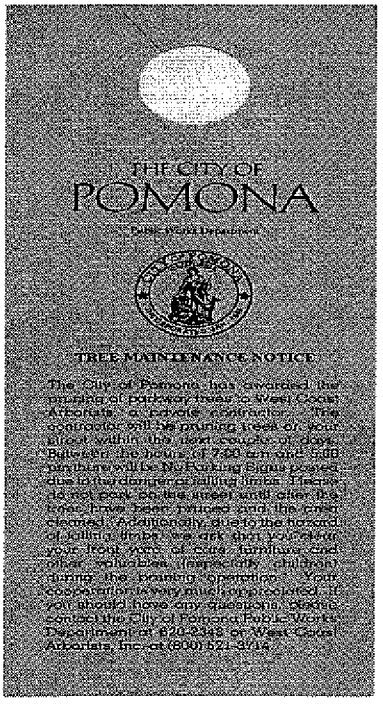
THE CITY OF
POMONA

TREE MAINTENANCE NOTICE

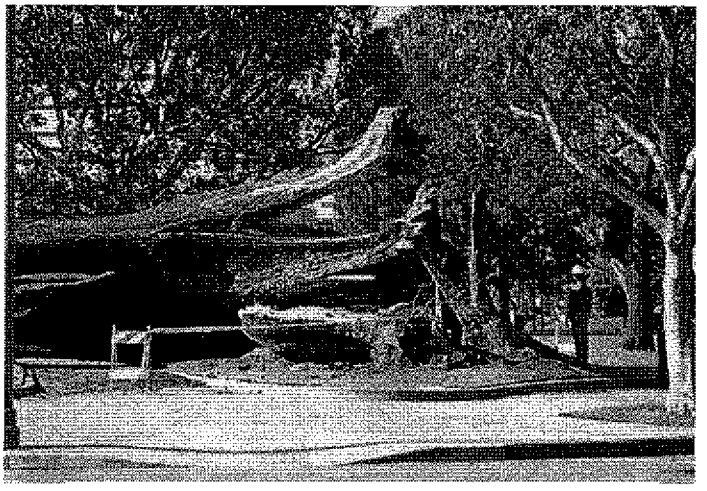

Emergency tree removal operation

COMMUNICATION SYSTEMS

- WCA uses a technologically modern and reliable communications system
- NEXTEL® Digital Radio/Blackberry® email and Internet issued to Area Managers and management team
- NEXTEL® Digital Radio issued to Foremen for maintaining communication with the City and WCA office
- Unlimited access to voicemail message boxes that immediately page the NEXTEL® Digital Phone Systems
- Sprint EVO tablets

EMERGENCY RESPONSE

West Coast Arborists has an Area Manager on call 24 hours a day, 7 days a week, including holidays. The toll free number is 866-LIMB-DOWN (866-546-2369). This number will be provided to the City, Police Department and Fire Department. We will be prepared for emergency calls on a 7-day, 24-hour basis. Our emergency response team will do what is necessary to render the hazardous tree or tree-related condition safe until the following workday. Should the emergency call out occur during normal business hours, contact your Area Manager or Customer Service Representative and one of our teams will respond to the scene and perform the necessary work.

B. TRAFFIC SAFETY

West Coast Arborists, Inc. will set up all traffic control procedures in accordance with the Work Area Traffic Control Handbook (W.A.T.C.H.) and State of California Manual of Traffic Controls as well as the City Traffic and Safety Operating Rules. During the progression of work, WCA will make adequate provisions to insure the normal flow of traffic over the public streets and park roads. Every effort will be made to keep commercial driveways and passageways open to the public during business hours. High visibility arrowboard(s) will be used when needed. Prior to use, the City will approve traffic safety equipment and devices. Pedestrian and vehicular traffic shall be allowed to pass through the work areas only under conditions of safety and with as little inconvenience and delay as possible. Unless the work area is totally barricaded or otherwise kept safe, at least one worker will serve to coordinate safe operations on the ground at all times when work operations are in progress.

EMPLOYEE TRAINING PROGRAM

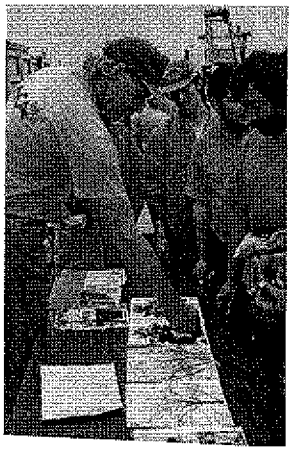

West Coast Arborists, Inc. provides an extensive in-house training curriculum for all employees to broaden their knowledge of the arboriculture field of study. Included in this training are the ISA standards, both Treeworker and Arborist study programs, and a variety of Tree Care Industry Association home study programs. We also offer training courses to our staff in areas of customer service satisfaction, maintaining professional conduct, and Qualified Line Clearance Trimmer Training.

SAFETY PROGRAM

Safety standards are top priority at West Coast Arborists, Inc. Our line of work demands that all work is performed in a manner that provides the maximum safety to the general public as well as our employees. Our crews are instructed to follow the safety standards of ANSI Z133.1 as well as Cal-OSHA requirements. We have one of the most extensive safety training programs in the industry. We provide our employees with state-of-the-art training tools and instructional sessions company wide. Our insurance carriers and Cal-OSHA have recognized us repeatedly for outstanding safety training efforts. We have a full time Safety Trainer that is professionally trained in the field of horticulture. He brings several years experience to the company as well as expertise in training new and existing employees. He administers I.S.A. certification training, in-house crew leader training programs, and new hire orientation training.

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ARBORACCESS ONLINE COMPUTER SOFTWARE

WCA has developed a modern, complete, and comprehensive computer program, called ArborAccess Online, with input from many California cities. This Internet driven program was developed based on the needs of our customers and is only accessible by our customers. Since it is a sole-proprietary program, we have the capability to customize the program to our customers' specific needs. The user-friendly program allows customers to store, retrieve, update, delete and add tree records and work histories. Over the past year, we have made significant upgrades to our software program, we are certain that this new development will better serve our customers and provide information more quickly and accurately. ArborAccess Online also features customizable options that allow for additional information to be compiled within the database such as infrastructure assets or sidewalk damage. The information contained in ArborAccess Online is live data that can also be linked directly to a GIS. program, such as ArcView, for geo-coding purposes. By collecting the data using the GPS system, cities can consolidate tree data with other various GPS coded programs. The information management possibilities for data integration are endless for urban forestry management programs that use similar management methods and resources.

DATA ENTRY

Due to the large amount of information we process, we have a full-time Data Entry department that is capable of taking on extra projects. Projects of this nature include inputting of work history performed by City crews or conversion of data to assimilate into ArborAccess.

BILLING

West Coast Arborists has a state-of-the-art invoicing system that is updated on a daily basis. Progress billings will be submitted to the City on a bi-weekly basis, unless otherwise requested. Invoices will reflect an amount complete for the billing period, along with a year-to-date total for that job. Each billing will include a listing of completed work by address, tree species, work performed and appropriate data acceptable to the City. This information will be supplied in hardcopy and immediately accessible on ArborAccess Online. Job balances reflecting the percent of completion for each job can be viewed on ArborAccess Online.

At the end of each day, every crew is responsible for reporting the quantities of work they perform for that day. Internally, we call this process the Call In. This information is radioed into the Customer Service Representative who inputs it into the computer. This information is accessible through job balances immediately in ArborAccess. Once the billing period is complete, the Billing Coordinator runs a Call In report for that date range and compares what was called in to actual hardcopy of the work record inventory. Before the billing is completed, all discrepancies must be resolved and investigated. Once the records balance the invoice is generated and the work history back up is printed to accompany the invoice. The information is immediately stored in the computer and available in ArborAccess.

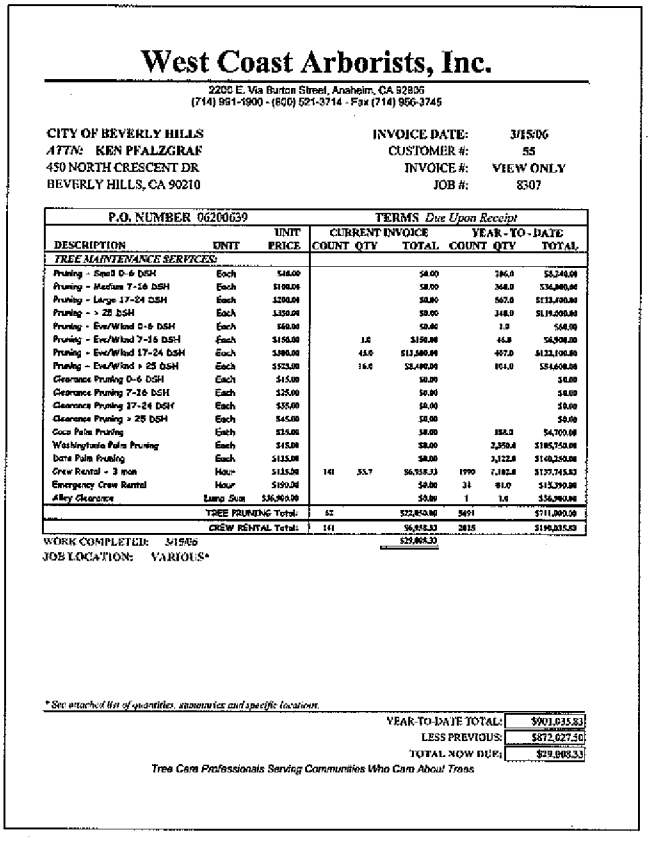

West Coast Arborists, Inc.

2200 E. Via Burton Street, Anaheim, CA 92806
(714) 991-1900 - (800) 521-3714 - Fax (714) 956-3745

CITY OF BEVERLY HILLS
ATTN: KEN PFALZGRAF
450 NORTH CRESCENT DR
BEVERLY HILLS, CA 90210

INVOICE DATE: 3/15/06
CUSTOMER #: 55
INVOICE #: VIEW ONLY
JOB #: 8307

P.O. NUMBER 06200639 — TERMS *Due Upon Receipt*

DESCRIPTION	UNIT	UNIT PRICE	CURRENT INVOICE COUNT	CURRENT INVOICE QTY	CURRENT INVOICE TOTAL	YEAR-TO-DATE COUNT	YEAR-TO-DATE QTY	YEAR-TO-DATE TOTAL
TREE MAINTENANCE SERVICES:								
Pruning - Small 0-6 DSH	Each	$40.00			$0.00		186.0	$8,240.00
Pruning - Medium 7-16 DSH	Each	$100.00			$0.00		368.0	$36,800.00
Pruning - Large 17-24 DSH	Each	$200.00			$0.00		667.0	$133,400.00
Pruning - > 25 DSH	Each	$350.00			$0.00		348.0	$121,800.00
Pruning - Eve/Wind 0-6 DSH	Each	$80.00			$0.00		1.0	$80.00
Pruning - Eve/Wind 7-16 DSH	Each	$150.00		1.0	$150.00		46.0	$6,900.00
Pruning - Eve/Wind 17-24 DSH	Each	$300.00		43.0	$12,900.00		407.0	$122,100.00
Pruning - Eve/Wind > 25 DSH	Each	$525.00		16.0	$8,400.00		104.0	$54,600.00
Clearance Pruning 0-6 DSH	Each	$15.00			$0.00			$0.00
Clearance Pruning 7-16 DSH	Each	$25.00			$0.00			$0.00
Clearance Pruning 17-24 DSH	Each	$35.00			$0.00			$0.00
Clearance Pruning > 25 DSH	Each	$45.00			$0.00			$0.00
Coco Palm Pruning	Each	$35.00			$0.00		188.0	$6,700.00
Washingtonia Palm Pruning	Each	$45.00			$0.00		2,950.0	$132,750.00
Date Palm Pruning	Each	$135.00			$0.00		3,122.0	$421,350.00
Crew Rental - 3 man	Hour	$135.00	141	55.7	$6,358.33	1990	7,102.0	$137,745.83
Emergency Crew Rental	Hour	$160.00			$0.00	31	91.0	$15,390.00
Alley Clearance	Lump Sum	$36,900.00			$0.00	1	1.0	$36,900.00
	TREE PRUNING Total:		42		$22,850.00	5691		$711,000.00
	CREW RENTAL Total:		141		$6,358.33	2015		$190,035.83

WORK COMPLETED: 3/15/06
JOB LOCATION: VARIOUS*

$29,008.33

*See attached list of quantities, summaries and specific locations.

YEAR-TO-DATE TOTAL:	$901,035.83
LESS PREVIOUS:	$872,027.50
TOTAL NOW DUE:	$29,008.33

Tree Care Professionals Serving Communities Who Care About Trees

Sample Invoice

MV00212391

C. GREENWASTE RECYCLING

RECYCLING PROGRAM

WCA's commitment to be a socially responsible corporate partner to our customers and communities is exemplified in our Recycling Program. With the steadily-increasing concern for the ecological health of our communities, West Coast Arborists, Inc. has embarked on a landfill diversion process where all material is taken to recycling facilities where it is used in the production of soil amendments. We are committed to taking all recyclable materials removed from the trees trimmed for the duration of this project to a recycling center for processing. Verification of amounts recycled will be obtained and reported by West Coast Arborists, Inc. via ArborAccess for the purpose of meeting the goals of the State for reducing landfill usage.

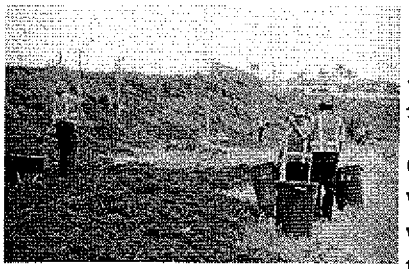

RECYCLED PRODUCTS:

MULCH

Mulch is made from coarse ground branches and leaves. It should be spread on the ground at a rate of six to twelve inches for best effect. Fresh mulch will deplete nitrogen from the surface of the soil which will reduce unwanted weeds. Once the mulch has decayed, it returns nitrogen which helps build the quality of soil for plants. A large amount of tree debris is processed by West Coast Arborists and used in large scale mulching projects for establishing native plants in open space areas.

COMPOST

Compost is made from fine ground branches, leaves or other organic material. When mixed with oxygen and water, the organic material will decay or "compost." A finished compost is excellent for turning into the top layer of soil and will add nitrogen and increase the water holding capacity of soil. You can make compost at home in a pile in your yard or in a bin that you make or purchase. Large scale composting is done at regional recycling facilities.

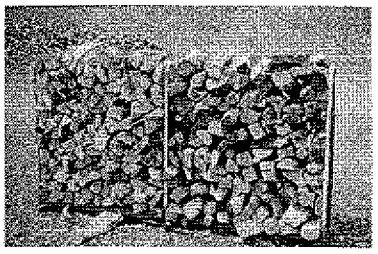

FIREWOOD

Firewood is traditionally the most common use of large branches and logs. Firewood is used to heat homes during winter months. West Coast Arborists takes logs to a yard in Irvine where a firewood retailer splits and resells the firewood to local residents.

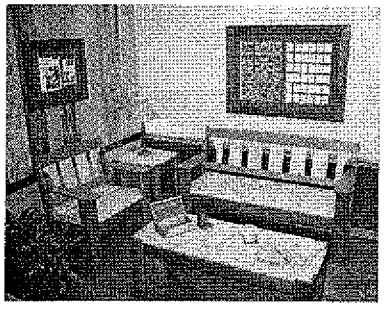

LOGS TO LUMBER

Currently West Coast Arborists is looking for new and better ideas for the use of tree logs. An old idea with a new approach is converting city trees into usable lumber. WCA worked on a twelve month trial program with the California Department of Forestry and Fire Protection to create an environmentally sound and socially responsible alternative to importing lumber from other areas, reducing our demand on trees from natural forests. WCA has demonstrated its

ASSEMBLY BILL 939 (AB939)

The management of solid waste has become a major issue in California and throughout the country. Not only are we producing an increasing amount of solid waste each year, but we are running out of places to put it. Because of the concern about water and air pollution associated with landfills, the opportunities to develop additional disposal capacity are limited.

To address these issues, the Governor of California signed into law on September 29, 1989, Assembly Bill 939 (AB 939). The law fundamentally restructured the state's approach to solid waste management. AB 939 established an integrated waste management hierarchy in the following order of importance:

- Source reduction
- Recycling and composting
- Environmentally safe transformation and land disposal of solid wastes

AB 939 requires that each California county and incorporated city prepare a Source Reduction and Recycling Elements (SRRE) report which shows how they will meet solid waste diversion goals of 50 percent by the year 2000 and beyond.

West Coast Arborists, Inc., offers a multitude of waste diversion opportunities to cities including mulch, compost, firewood and logs to lumber. In an effort to provide cities with valued information pursuant to AB 939 requirements, we provide immediate reporting capabilities through ArborAccess at no additional cost.

SAMPLE RECYCLING REPORT

CITY OF TUSTIN
From 1/1/06 to 1/31/06

Green Waste Recycling Report
By Individual Customer - All Job #

Date	Job #	Truck	Recycling Site	Material	Weight
01/03/06	8499	R17	TIERRA VERDE RECYCLING	BRUSH	8.33
01/04/06	8498	D40	CVT RECYCLING	PALM	6.21
01/04/06	8499	R09	TIERRA VERDE RECYCLING	BRUSH	13.73
01/06/06	8499	D40	TIERRA VERDE RECYCLING	CHIP	4.86
01/10/06	8497	D40	TIERRA VERDE RECYCLING	PALM	4.54
01/11/06	8497	D40	TIERRA VERDE RECYCLING	CHIP	5.17
01/12/06	8499	D40	CVT RECYCLING	CHIP	5.92
01/12/06	8499	D40	TIERRA VERDE RECYCLING	CHIP	6.85
01/12/06	8499	D40	TIERRA VERDE RECYCLING	CHIP	6.80
01/13/06	8499	D40	TIERRA VERDE RECYCLING	CHIP	7.43
01/16/06	8497	D40	TIERRA VERDE RECYCLING	CHIP	3.53
01/17/06	8791	R17	TIERRA VERDE RECYCLING	BRUSH	5.20
01/17/06	8497	D40	CVT RECYCLING	CHIP	5.49
01/18/06	8497	D40	TIERRA VERDE RECYCLING	CHIP	5.79
01/19/06	8497	D40	TIERRA VERDE RECYCLING	CHIP	6.51
01/19/06	8499	R09	CVT RECYCLING	PALM	10.61
01/19/06	8499	R09	TIERRA VERDE RECYCLING	BRUSH	7.12
01/20/06	8497	D40	TIERRA VERDE RECYCLING	CHIP	5.73
01/24/06	8497	D62	CVT RECYCLING	CHIP	5.00
01/24/06	8497	D40	TIERRA VERDE RECYCLING	CHIP	6.09
01/25/06	8497	D62	TIERRA VERDE RECYCLING	CHIP	7.44
01/26/06	8497	D62	CVT RECYCLING	CHIP	6.25
01/27/06	8497	D40	TIERRA VERDE RECYCLING	PALM	5.98
				TOTAL	150.58

VI. LIST OF SUBCONTRACTORS

A. SUBCONTRACTORS:

In compliance with the provisions of Government Code, Section 4102, the undersigned Proposer sets forth the name and location (address) of the place of business of each subcontractor who will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
N/A		

MV00212394

VII. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE _____

PRINTED NAME Patrick Mahoney

TITLE President

COMPANY NAME West Coast Arborists, Inc.

DATE 10/15/11

MV00212395

VIII. PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the Moreno Valley Community Services District and West Coast Arborists, Inc., and further , the aforesaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind West Coast Arborists, Inc. to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT (PRINTED), SIGNED AND DATED

SIGNATURE _____

PRINTED NAME Patrick Mahoney

TITLE President

COMPANY NAME West Coast Arborists, Inc.

DATE 10/15/11

SCHEDULE II

R.F.P. NO. 2011 TREE TRIM/REMOVAL
PROJECT NO. 2011 TREE TRIM/REMOVAL

PARKWAY AND MEDIAN
TREE TRIMMING AND REMOVAL

I. BID SCHEDULE

PROPOSER: West Coast Arborists, Inc.
(Company Name)

ZONE	NO. OF TRIMS	COST PER TRIM	NO. OF REMOVALS	COST PER REMOVAL	TOTAL COST TRIM/REMOVAL
E-1	124	35.00	1	175.00	4,515.00
E-1A	25	75.00	0	350.00	1,875.00
E-2	188	35.00	18	175.00	9,730.00
E-3	393	35.00	23	175.00	17,780.00
E-4	204	35.00	81	175.00	21,315.00
E-7	75	35.00	0	350.00	2,625.00
E-8	36	75.00	0	700.00	2,700.00
E-12	0	125.00	0	1500.00	0.00
E-14	39	75.00	0	350.00	2,925.00
E-15	50	35.00	0	700.00	1,750.00
E-16	35	75.00	5	175.00	3,500.00
DSG-1	96	35.00	18	175.00	6,510.00
DSG-2N	184	35.00	16	175.00	9,240.00
DSG-2S	198	35.00	3	175.00	7,455.00
S	0	225.00	0	1500.00	0.00
M	15	75.00	1	175.00	1,300.00
TOTALS	**1,662**	64,170.00	~~216~~ 166	29,050.00	93,220.00

The Total Amount of the Proposal In:

Figures: $93,220 and 00 /100's Dollars

Words: Ninety Three Thousand, Two Hundred Twenty and 00 /100's Dollars

The Contractor shall furnish all labor, equipment, and materials necessary to provide parkway and median tree trimming/removal services as set forth in Exhibit A: Scope of Work of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 1 & 2 **has/have been received and is/are made a part of this proposal.**

(AUTHORIZED SIGNATURE AND TITLE) 10/15/11 (DATE)

MV00212397

II. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work, include:

UNIT PRICES (Includes all labor and materials)

1. Tree Trimming (per Service Request)
   - a. 0" – 6" dbh @ $ 35.00 ea
   - b. 7" – 15"dbh @ $ 75.00 ea
   - c. 16" – 23"dbh @ $ 125.00 ea
   - d. 24" & larger dbh @ $ 225.00 ea

2. Tree & Stump Removal @ $ 20.00 ea
   Per inch dbh
3. Stump Removal Only @ $ 7.00 ea
   Per inch dbh
4. 3 man crew with equipment @ $ 180.00 per hr.
5. 3 man crew with equipment @ $ 1,440.00 per 8 hr. day
6. Emergency Response @ $ 80.00 per man/ per hour
7. Specialty Equipment w/ Operator @ $ 120.00 per hour
   -Crane & 95' Aerial Tower

PROPOSER: West Coast Arborists, Inc.
(Company Name)

MV00212398

III. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, Section 1 (Schedule II) A. "Bid Schedule"):
Ninety Three Thousand, Two Hundred Twenty
(Dollar Amount in Words)

$ $93,220.00
(Dollar Amount in Figures)

Date: 10/15/11

Proposer: West Coast Arborists, Inc.
(Company Name)

By: _____
(Signature)

Title: President

State License Number and Classification: 366764 C27/C61/D49

If a corporation, complete the following:
INCORPORATED UNDER LAWS OF THE STATE OF California

PRESIDENT Patrick Mahoney

(Corporate Seal)

SECRETARY Richard Mahoney

MV00212399

IV. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is a cashier's check, or a certified check, or a Proposal Surety Bond for 10% the amount of bid, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated 10/13/2011

Signature of Proposer

By Patrick Mahoney

Address of Proposer 2200 E. Via Burton St.
Anaheim, CA 92806

Telephone Number of Proposer (714) 991-1900

Names and Addresses of Members of the Company:
Patrick Mahoney, President- 191 Cobblestone Ln., Anaheim, CA 92806
Richard Mahoney, Secretary- 565 Peralta Hills Dr., Anaheim, CA 92807
Rose Epperson, Treasurer-32622B Success Valley Dr., Porterville, CA 93257

(If a Corporation)

Signature of Proposer

By Patrick Mahoney

Title President

Business Address 2200 E. Via Burton St.
Anaheim, CA 92806

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of	California
State License Number and Classification	366764 C27/C61/D49
PRESIDENT	Patrick Mahoney
SECRETARY	Richard Mahoney
TREASURER	Rose Epperson

(Corporate Seal)

MV00212401

V. PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we WEST COAST ARBORISTS, INC.

_____, as

principals, and CONTRACTORS BONDING AND INSURANCE COMPANY, a duly

authorized corporate surety: Business Address 111 PACIFICA STE 350,

IRVINE CA 92618,

Phone (949) 341-9110, are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of TEN PERCENT OF AMT. BID Dollars, ($ 10% OF BID AMT.), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly, and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about to hand in and submit to the Board of Directors of the Moreno Valley Community Services District, a proposal for **PROJECT NO. PMTTRES/11 PARKWAY AND MEDIAN TREE TRIMMING AND REMOVAL,** for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said Board of Directors, and if the said principal shall fail or neglect to enter into a Contract therefore within the required time, then in that case the undersigned obligors will pay to the Moreno Valley Community Services District the full sum of TEN PERCENT OF THE AMT. BID Dollars, ($ 10% OF BID AMT.), as liquidated damages for such failure and neglect.

PROVIDED, HOWEVER, THAT PERFORMANCE AND PAYMENT BONDS SHALL BE ISSUED ON AN ANNUALLY RENEWABLE BASIS.

WITNESS our hands this 13th day of OCTOBER, 2011.

(SIGNATURE PAGE FOLLOWS)

Proposal Surety Bond (cont.)

PRINCIPAL	CORPORATE SURETY
Name: **WEST COAST ARBORISTS, INC.**	Name: CONTRACTORS BONDING AND INSURANCE COMPANY
Address: 2200 E. VIA BURTON STREET	Address: 111 PACIFICA SUITE 350
ANAHEIM, CA 92806	IRVINE, CA 92618
Tel. No.: 714/991-1900	Tel. No.: (949) 341-9110
By: PATRICK MAHONEY, PRESIDENT	By: Attorney-in-Fact MICHAEL D. STONG

SIGNING INSTRUCTIONS

- **The Bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.**
- **The Bond shall include attached Notary Certificates for the Attorney-in-Fact and the Principal.**
- **The Bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).**
- **The Bond shall include the address at which the Principal and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).**

If any of the above items are omitted, the proposal will be considered non-responsive and will be rejected.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On 10/13/11 before me, R. NAPPI "NOTARY PUBLIC",
(Here insert name and title of the officer)

personally appeared MICHAEL D. STONG,

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

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

WITNESS my hand and official seal.

R. Nappi

Signature of Notary Public

(Notary Seal)

RRS1 R. NAPPI COMM. #1796916 NOTARY PUBLIC - CALIFORNIA RIVERSIDE COUNTY My Comm. Expires June 7, 2012 RRS1

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

Contractors Bonding and Insu[illegible] Company
1213 Valley Street
P.O. Box 9271
Seattle, WA 98109-0271

POWER [illegible]F ATTORNEY

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **Contractors Bonding and Insurance Company**, a Washington corporation, does hereby make, constitute and appoint: Jeremy Pendergast, Rosemary Nappi, Michael D. Stong, jointly or severally,

in the City of Riverside, State of California its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million and 00/100 Dollars ($10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **Contractors Bonding and Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **Contractors Bonding and Insurance Company**, and now in force to-wit:

> **"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."**

IN WITNESS WHEREOF, the **Contractors Bonding and Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 11th day of July, 2011.

CONTRACTORS BONDING AND INSURANCE COMPANY
CORPORATE
SEAL
1979
WASHINGTON

Contractors Bonding and Insurance Company

Roy C. Die — Vice President

State of Washington
County of King } SS

On this 11th day of July, 2011, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

Joseph B. Muller — Notary Public

Notary Public
State of Washington
JOSEPH B. MULLER
MY COMMISSION EXPIRES
March 29, 2012

CERTIFICATE

I, the undersigned officer of **Contractors Bonding and Insurance Company**, a stock corporation of the State of Washington, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **Contractors Bonding and Insurance Company** this 13th day of October, 2011.

Contractors Bonding and Insurance Company

Roy C. Die — Vice President

0475572032912

A0059511

VI. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF Orange)§

(NAME) Patrick Mahoney, affiant being first duly sworn, deposes and says:

That he or she is President of
(sole owner, partner or other proper title)

West Coast Arborists, Inc. the party making the
(Contractor)
foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: West Coast Arborists, Inc.

Bidder's Address: 2200 E. Via Burton St.

Anaheim, CA 92806

Telephone No.: (714) 991-1900

(Signature of Bidder) President (Title)

ALL SIGNATURES MUST BE NOTARIZED

APPENDIX A: PREVAILING WAGE DETERMINATION

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

DETERMINATION: SC-LML-2008-1
ISSUE DATE: February 22, 2008
EXPIRATION DATE OF DETERMINATION: December 31, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

		Employer Payments					Straight-Time		Overtime
LOCALITY:	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2X
Imperial	$8.00	-	-	[a] 0.115	0.17	-	8	[b] 8.285	[b] 12.285
Inyo, Mono and San Bernardino	8.00	-	-	0.30	0.17	-	8	8.47	12.47
Kern	8.00	-	-	[c] 0.16	0.17	-	8	[b] 8.33	[b] 12.33
	10.00	-	-	[d] 0.27	0.46	-	8	[b] 10.73	[b] 15.73
Los Angeles	8.00	0.89	-	[e] 0.115	0.14	-	8	[b] 9.145	[b] 13.145
Orange	8.00	-	-	[f] 0.11	0.11	-	8	[b] 8.22	[b] 12.22
Riverside	8.00	-	-	[g] 0.20	0.16	-	8	[b] 8.36	[b] 12.36
San Diego	8.00	-	-	0.22	0.115	-	8	8.335	12.335
	8.00	-	-	0.24	0.12	-	8	8.36	12.36
San Luis Obispo	8.00	-	-	[k] 0.15	0.15	-	8	8.30	12.30
	8.00	-	-	[l] 0.16	0.16	-	8	8.32	12.32
Santa Barbara	8.00	-	-	[h] 0.12	0.12	-	8	[b] 8.24	[b] 12.24
	8.00	-	-	[i] 0.13	0.13	-	8	[b] 8.26	[b] 12.26
Ventura	8.00	-	-	0.115	0.16	-	8	8.275	12.275
	8.00	2.97	-	[j] 0.19	0.26	-	8	[b] 11.42	[b] 15.42

Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

[a] $0.22 after 3 years of service.
[b] Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
[c] $0.31 after 2 years of service.
[d] $0.54 after 2 years of service: $0.81 after 3 years of service.
[e] $0.24 after 3 years of service: $0.37 after 7 years of service.
[f] $0.22 after 4 years of service.
[g] $0.40 after 3 years of service.
[h] $0.23 after 2 years of service.
[i] $0.27 after 2 years of service.
[j] $0.38 after 3 years of service.
[k] $0.29 after 2 years of service.
[l] $0.31 after 2 years of service.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Travel and subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

18C

MV00212407

APPENDIX B: MONTHLY REPORT FORM

MONTHLY REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT

PROJECT NO._____ MONTH OF _____,20___

LOCATION OF TREES TRIMMED/REMOVED	NUMBER OF TREES TRIMMED/REMOVED	COMPLAINTS • DATE(S) RECEIVED • COMPLAINT/ACTION • DATE CORRECTED	HAZARDS • DATE(S) NOTED • HAZARD TYPE • MVCSD NOTIFIED • DATE CORRECTED	
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

MV00212408

APPENDIX C: GREENWASTE REPORT FORM

MORENO VALLEY COMMUNITY SERVICES DISTRICT
-MONTHLY GREENWASTE REPORT-
FOR

MONTH:_____ YEAR:_____

1. **Source of greenwaste (Project No./Location):_____**

   _____

2. **Amount of greenwaste generated from above source (by weight):**
   _____**LBS. –or- TONS.**

3. Name, address, and phone number of recycle accepting greenwaste:

   - **Company Name:**_____
   - **Address:**
     _____
     _____
   - **Phone**
   - **Number: (_____)**_____

4. **Amount of greenwaste-source products (mulch, compost, top dressing, and soil amendments, etc.) furnished to Project (by weight):**

   _____ **LBS. -or- TONS.**

5. **Name, address, and phone number of recycle supplying greenwaste-source products to Project (if different from No. 3 above):**

   _____

   _____

   _____

CONTRACTOR:_____

ADDRESS:_____

PHONE:_(_____)_____

MV00212409

MINUTES - REGULAR MEETING OF JULY 9, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

MINUTES - REGULAR MEETING OF JULY 9, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMG
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: August 27, 2013

TITLE: PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 291-650-011 BALLOTING FOR NPDES

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Accept public comments regarding the mail ballot proceeding for Assessor Parcel Number (APN) 291-650-011 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

To comply with the 1972 Federal Clean Water Act, Land Development, a division of the Public Works Department, requires that new development projects participate in the appropriate NPDES regulatory rate to fund federally mandated programs. The City Council adopted the residential regulatory rate on June 10, 2003, and the commercial/industrial regulatory rate on January 10, 2006.

Conditions of Approval for APN 291-650-011 require that the property owner provide a funding source to help support the Stormwater Management program. Approving the NPDES maximum commercial/industrial regulatory rate through a mail ballot proceeding fulfills this requirement.

DISCUSSION

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, a mail ballot proceeding is being conducted to give the property owner of APN 291-650-011 the option to approve or oppose the collection of the NPDES maximum commercial/industrial regulatory rate on the property tax bill or as a monthly charge on a utility bill. Property owners are given two opportunities to address the legislative body regarding the charge(s) they are being balloted on. These two opportunities are the Public Meeting on August 27, 2013 and the Public Hearing on September 10, 2013, when the results of the ballot proceeding will be announced.

Public agencies are to obtain Permits to discharge urban stormwater runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels. New development projects are subject to the current NPDES Permit requirements for stormwater management as mandated by the Federal Clean Water Act. If approved by the property owner, the City will annually inspect site design, source and treatment control Best Management Practices, monitor maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State. Provided the mail ballot is approved, the City will also be authorized to levy the NPDES maximum commercial/industrial regulatory rate on the annual property tax bill or as a monthly charge on a utility bill.

ALTERNATIVES

1. **Accept public comments** regarding the mail ballot proceeding for APN 291-650-011 for approval of the NPDES Maximum Commercial/Industrial Regulatory Rate. *By accepting public comment, the City complies with Proposition 218 state statutes for providing public comment.*

2. **Do not accept public comments** regarding the mail ballot proceeding for APN 291-650-011 for approval of the NPDES Maximum Commercial/Industrial Regulatory Rate. *This alternative would be contrary to state statutes and would require the noticing period for the mail ballot proceeding to begin again.*

FISCAL IMPACT

For fiscal year (FY) 2013/14, the NPDES Maximum Commercial/Industrial Regulatory Rate is $223 per parcel. Beginning FY 2014/15, the NPDES Maximum Commercial/Industrial Regulatory Rate shall be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

The NPDES rates collected from property owners support the current Permit programs and reduce the level of General Fund support necessary to remain in

compliance with unfunded federal mandates, as administered by the State. Funds collected from the NPDES rates are restricted for use only within the Stormwater Management program.

CITY COUNCIL GOALS

Advocacy
Management of the stormwater will ensure that water pollutants are discharged in compliance with federal mandates and City policies.

Revenue Diversification and Preservation
The NPDES maximum commercial/industrial regulatory rate provides funding for program costs, which includes administration.

SUMMARY

The action before the City Council is to accept public comments regarding the mail ballot proceeding for APN 291-650-011.

NOTIFICATION

The property owner of APN 291-650-011 has been given a 45-day noticing period to review the ballot documents. The documents included a notice to the property owner, map of the project area, ballot, instructions for marking and returning the ballot, and a postage-paid envelope for returning the ballot to the City Clerk. (See Attachment 1.)

Newspaper advertising for the August 27, 2013, Public Meeting and September 10, 2013, Public Hearing was published in The Press-Enterprise on August 8, 2013. Additionally, the Public Hearing notification was published on August 22 and will be published again on August 29, 2013.

ATTACHMENTS

Attachment 1: Miguel's Jr mail ballot packet

Prepared by:
Jennifer Terry,
Management Analyst

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred by:
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MOVAL.ORG

MORENO VALLEY
WHERE DREAMS SOAR

14331 FREDERICK STREET, SUITE 2
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

SDG Investments LLC
P.O. Box 1083
Corona, CA 92878

July 3, 2013

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE FOR APN 291-650-011

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of Assessor's Parcel Number (APN) 291-650-011 the opportunity to express support for or opposition to the approval of the NPDES Maximum Commercial/Industrial Regulatory Rate and services. Approval of the NPDES Maximum Commercial/Industrial Regulatory Rate through a mail ballot proceeding will fulfill the Conditions of Approval to provide a funding source for the NPDES program.

Background

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

Services Provided

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements.

How is the Amount of the Charge Determined?

Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owner.

Proposed Charge

For FY 2013/14, the NPDES Maximum Commercial/Industrial Regulatory Rate is $223 per parcel. The total amount of the NPDES rates levied for FY 2012/13 for the program as a whole was $409,809.00.

Annual Adjustment

Beginning in FY 2014/15, the NPDES Maximum Commercial/Industrial Regulatory Rate shall be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 291-650-011 (and any division thereof) and shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. The NPDES Maximum Commercial/Industrial Regulatory Rate will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Meeting	Public Hearing
Tuesday, August 27, 2013 6:00 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, September 10, 2013 6:00 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Approval of the Charges is Approved

Approval of the NPDES Maximum Commercial/Industrial Regulatory Rate will be confirmed if the ballot is marked in favor of the NPDES rate. Approving the NPDES Maximum Commercial/Industrial Regulatory Rate through a mail ballot proceeding will fulfill the Conditions of Approval to provide a funding source for the NPDES program.

Effect if Approval of the Charges is Not Approved

Not approving the NPDES Maximum Commercial/Industrial Regulatory Rate to meet federally mandated NPDES Permit requirements may result in noncompliance with the Conditions of Approval. If the returned valid ballot is marked opposing the NPDES rate, then the rate will not be levied on the property tax bill.

For More Information

If you have any questions about the proposed program, the annual rate, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a

Division of the Financial and Management Services Department, Monday through Thursday from 7:30 a.m. to 6:00 p.m. at 951.413.3505 or via email at JenniferT@moval.org.

Completing Your Ballot

The enclosed ballot shall be submitted to the City Clerk in support of or opposition to the proposed program and annual charge. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballot are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed program and annual rate **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your completed ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, September 10, 2013**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

- ☑ A check mark substantially inside a box;
- ☒ An X mark substantially inside a box;
- ◉ A dot or oval mark substantially inside a box;
- ■ A completely shaded or filled mark substantially inside a box;
- ✳ A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;
- A circle around the box and/or associated clause; or
- A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

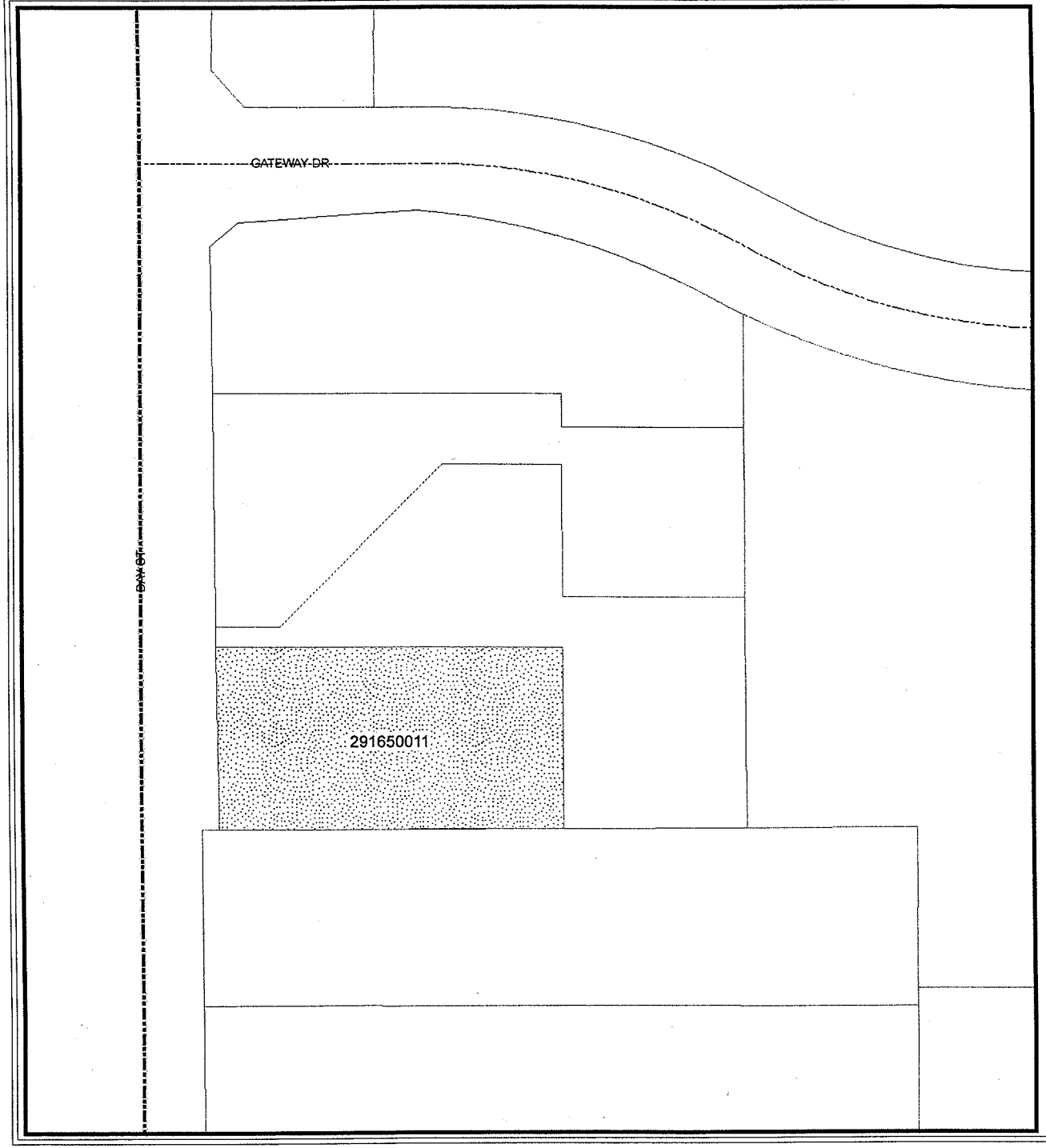

Miguel's Jr Restaurant
PA12-0055

Median
Landscaped Areas

APN

291650011
Roads
Parcels
City Boundary

Map reflects all changes indicated on Riverside County Assessor Maps as of July 1, 2013.

N

0 75 150 225 300 Feet

G:\AVP\SDA\Miguel's Jr PA12-0055.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

MV00212419

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
NPDES Administration			**Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance**		
(Not covered by CSA 152) Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.		
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics					
PROPOSED PARCEL RATE	**Per Month**	**Per Year**	**PROPOSED PARCEL RATE**	**Per Month**	**Per Year**
	$2.67	**$32.00**		**$12.58**	**$151.00**

Inflation Factor Adjustments

FY 2006/2007 - 4.5% = ($33.00 & $158.00)
FY 2007/2008 - 3.1% = ($34.00 & $163.00)
FY 2008/2009 - 4.2% = ($35.00 & $170.00)
FY 2009/2010 - no change = ($35.00 & $170.00)
FY 2010/2011 - no change = ($35.00 & $170.00)
FY 2011/2012 - 3.8% = ($36.00 & $176.00)
FY 2012/2013 - 2.7% = ($37.00 & $181.00)
FY 2013/2014 - 2.0% = ($38.00 & $185.00) rounded to the nearest dollar

MV00212420

OFFICIAL MAIL BALLOT for
Assessor's Parcel Number (APN) 291-650-011

National Pollutant Discharge Elimination System (NPDES) Maximum Commercial/Industrial Regulatory Rate

YES* — as property owner of APN 291-650-011, **I approve** the NPDES Maximum Commercial/Industrial Regulatory Rate and services. For fiscal year (FY) 2013/14, the NPDES Maximum Commercial/Industrial Regulatory Rate is $223 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2014/15, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APN 291-650-011, **I do not approve** the NPDES Maximum Commercial/Industrial Regulatory Rate and services. I understand that not approving the NPDES Maximum Commercial/Industrial Regulatory Rate to fund federally mandated NPDES Permit requirements shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
291-650-011 (and any division thereof)	☐	☐	$223

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on September 10, 2013, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope prior to the close of the September 10, 2013 Public Hearing

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Thomas M. DeSantis, Assistant City Manager

AGENDA DATE: August 27, 2013

TITLE: MONTHLY REPORT: MORENO VALLEY ANIMAL SHELTER ADOPTION RATE

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Receive and file the Monthly Report: Moreno Valley Animal Shelter Adoption Rate for the periods of May 1, 2013 to May 31, 2013 and June 1, 2013 to June 30, 2013.

BACKGROUND

The City Council has challenged staff to increase adoptions and decrease euthanasia rates at the Moreno Valley Animal Shelter. Ongoing evaluation of programs and services, along with increasing public awareness will remain key elements to our success in increasing adoptions of homeless pets from our Shelter.

DISCUSSION

As a follow up to the December 18, 2012 City Council Study Session on Animal Shelter operations, Mayor Owings asked that monthly staff reports be prepared to keep the public informed of the City's progress and the ongoing need to increase pet adoptions and other programs to reduce the number of homeless animals euthanized.

The May and June 2013 reports reveal a Placement (Returned to Owners, Transfer or Adoption) Rate of 41% and 38% respectively, which represents an increase over last year's Placement Rate by 11% for May and 8% for June. Other factors which are noteworthy include:

- The number of cats taken in at the Shelter during May and June 2013 continue to increase each month which is expected during the breeding season. The good news is the intake of cats has declined when compared to May and June 2012 by 5% and 7% respectively.
- The number of dogs taken in at the Shelter during May and June 2013 declined as compared to May and June 2012 by 14% and 28% respectively.
- The number of dog adoptions during May and June 2013 increased as compared to a year ago in May and June 2012 by 54% and 49% respectively.
- The number of cat adoptions remained unchanged in June 2013 as compared to June 2012. There was a decrease in the number of cat adoptions by 22% in May 2013 as compared to May 2012.
- The number of dogs euthanized decreased in May 2013 by 47% when compared to May 2012. Dogs euthanized in June 2013 also decreased by 35% compared to June 2012.
- The number of cats euthanized decreased in May 2013 by 16% compared to May 2012 although experienced a minor increase of 2% in June 2013 compared to June 2012.
- The 16 pets for which adoptive homes could not be found in May 2013 constituted just over 3% of all pets euthanized in our Shelter while in June 2013, the 24 pets not adopted accounted for 4% of all pets euthanized.

Staff wishes to thank the following Moreno Valley businesses who have sponsored and promoted the Moreno Valley Animal Shelter during the 2013 ASPCA Rachael Ray $100 K Challenge:

- Bud's Tire & Wheel
- Costco Wholesale – Moreno Valley
- Estates Furniture
- Family Music Room
- Moreno Valley Mall
- Visterra Credit Union
- Yogurtland
- Steer 'n Stein
- Zapata's Mexican Restaurant
- Merck Home Again Microchips
- Olive Garden
- Lasselle Place Apartments
- White's Bikes
- Your Villa Shopping Guide
- City News Group – Moreno Valley City News
- Pop 'n Mama Organic Kettle Corn

These local businesses partnering with the Moreno Valley Animal Shelter is a great example of a public-private partnership that benefits local business, the community and our pets from the Animal Shelter.

The Animal Shelter would like to thank the Parks and Community Services Department for allowing adoptable pets to be highlighted at the City's Summer Concert Series and Movies in the Park. In addition the Animal Shelter would like to thank the City Manager's Office, Media and Communications for their efforts in highlighting the Animal Shelter during the 2013 ASPCA Rachael Ray $100K Challenge.

- **June Events**

During June 2013, the first month of the ASPCA Rachael Ray $100K Challenge, the Animal Shelter participated in 8 special adoption events, both on site and at off-site locations, realizing an increase of 49% in the number of dogs adopted along with a 35% reduction in the euthanasia of dogs as compared to June 2012.

- **July Events**

The Animal Shelter participated in the following special events:

- Pet Adoption Event – Moreno Valley Animal Shelter – Sunday, July 7th.
- Moreno Valley Mall's Concert Series – Every Wednesday evening from 6:30 p.m. to 8:30 p.m. on July 10th, 17th, 24th & 31st.
- Movies at the Park hosted by the Parks and Community Services Department every Thursday evening at the CRC Park on July 11th, 18th and 25th.
- 4th of July Parade – Winner of the 2013 Chamber of Commerce Award

CITY COUNCIL GOALS

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

ATTACHMENTS

Attachment 1 – Moreno Valley Animal Shelter Intake /Disposition Report – May 2013

Attachment 2 – Moreno Valley Animal Shelter – May 2013 – Euthanasia Statistics

Attachment 3 – Moreno Valley Animal Shelter Intake / Disposition Report – June 2013

Attachment 4 – Moreno Valley Animal Shelter – June 2013 – Euthanasia Statistics

Prepared By:
Steve Fries
Animal Services Division Manager

Department Head Approval:
Thomas M. DeSantis
Assistant City Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Moreno Valley Animal Shelter
Intake / Disposition Report –May 2013
Report Date 6/1/2013

Intake	Dogs	Cats	Other	Total
Owner Surrender	48	6	0	54
Live Stray	458	302	27	787
Confiscated (Cruelty/Neglect/Aggressive)	9	2	0	11
Returns	8	3	0	11
Quarantine	2	1	0	3
DOAs	65	53	19	137
On-Hand at Shelter 5/1/13	206	83	4	293
Total	**796**	**450**	**50**	**1,296**

Disposition	Dogs	Cats	Other	Total
On – Hand At Shelter 6/1/13	211	112	6	329
Escaped/Stolen	3	9	0	12
DOAs	65	53	19	137
Died in Kennel	0	2	0	2
Died at Vet	1	0	0	1
Foster	4	13	0	17
Euthanized	203	249	15	467*
Transfer	0	0	9	9**
Return to Owners	79	3	0	82**
Adopted	230	9	1	240**
Total	**796**	**450**	**50**	**1,296**

Summary Statistics: The statistics below reflect outcomes on the number of pets placed vs. those which could not be adopted. Figures are based upon the total number of pets available for placement, and does not reflect the number of animals which remained on-hand, or those which were deceased upon arrival and/or while under care. These categories are marked with * above. For the month of May 2013, the number of pets upon which statistics are calculated totaled: 798

*Euthanasia Rates:	59% (467)	See Detailed Report	
		Unadopted:	3.4% (16)
		Contagious Disease	28.3% (132)
		Medical/Behavioral/Other:	68.3% (319)

**Placement Rate: 41% (331) Reflects Return to Owners, Transfer, Adopted

Moreno Valley Animal Shelter

May 2013 – Euthanasia Statistics

Outcome Sub-Type	Dogs	Cats	Others	Total
Medical/Vet Rec.	75	22	15	112
Owner Requested	5	0	0	5
Contagious Disease	85	47	0	132
Feral	0	98	0	98
Aggressive Behavior Observed	21	0	0	21
Not Adopted*	16	0	0	16
Other**	1	82	0	83
Total	**203**	**249**	**15**	**467**

*Not Adopted: euthanized for considerations such as placement potential, time in shelter, humane considerations.

** Other-Cats: too young/newborns-impounded w/o their mothers per Food & Agricultural Code 17006.

Moreno Valley Animal Shelter
Intake / Disposition Report –June 2013
Report Date 7/1/2013

Intake	Dogs	Cats	Other	Total
Owner Surrender	61	36	1	98
Live Stray	459	293	33	785
Confiscated (Cruelty/Neglect/Aggressive)	24	0	0	24
Returns	7	1	0	8
Quarantine	3	0	0	3
DOAs	41	38	21	100
On-Hand at Shelter 6/1/13	211	112	6	329
Total	**806**	**480**	**61**	**1,347**

Disposition	Dogs	Cats	Other	Total
On – Hand At Shelter 6/1/13	190	63	1	254
Escaped/Stolen	2	15	0	17
DOAs	41	38	21	100
Died in Kennel	4	3	0	7
Died at Vet	0	0	0	0
Foster	4	15	1	20
Euthanized	254	314	19	587*
Transfer	0	0	14	14**
Return to Owners	78	1	0	79**
Adopted	233	31	5	269**
Total	**806**	**480**	**61**	**1,347**

Summary Statistics: The statistics below reflect outcomes on the number of pets placed vs. those which could not be adopted. Figures are based upon the total number of pets available for placement, and does not reflect the number of animals which remained on-hand, or those which were deceased upon arrival and/or while under care. These categories are marked with * above. For the month of June 2013, the number of pets upon which statistics are calculated totaled: 949

*Euthanasia Rates:	62% (587)	See Detailed Report	
		Unadopted:	4% (24)
		Contagious Disease	30% (176)
		Medical/Behavioral/Other:	66% (387)

**Placement Rate: 38% (362) Reflects Return to Owners, Transfer, Adopted

Moreno Valley Animal Shelter

June 2013 – Euthanasia Statistics

Outcome Sub-Type	Dogs	Cats	Others	Total
Medical/Vet Rec.	100	20	15	135
Owner Requested	6	4	1	11
Contagious Disease	101	75	0	176
Feral	0	107	0	107
Aggressive Behavior Observed	22	0	1	23
Not Adopted*	24	0	0	24
Other**	1	108	2	111
Total	**254**	**314**	**19**	**587**

*Not Adopted: euthanized for considerations such as placement potential, time in shelter, humane considerations.

** Other-Cats/Dogs/Others: too young/newborns-impounded w/o their mothers per Food & Agricultural Code 17006.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: August 27, 2013

TITLE: APPOINT A VOTING DELEGATE AND ALTERNATE DELEGATES FOR THE LEAGUE OF CALIFORNIA CITIES (LCC) 2013 ANNUAL CONFERENCE BUSINESS MEETING

RECOMMENDED ACTION

Recommendation: That the City Council:

1. Appoint a voting delegate, and first and second alternate delegates for the League of California Cities (LCC) 2013 Annual Conference business meeting.

BACKGROUND

The League of California Cities Annual Conference is scheduled for September 18 - 20, 2013, in Sacramento. At this meeting, the League membership will consider and take action on resolutions that establish League policy. The City must designate a voting delegate and may appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve. Designation of a voting delegate must be done by City Council action.

Council Members Victoria Baca, Jesse L. Molina, and Richard A. Stewart are attending the Conference.

ALTERNATIVES

1. Appoint a voting delegate and first and second alternate delegates for the League of California Cities (LCC) 2013 Annual Conference business meeting.

2. Do not appoint a voting delegate and first and second alternate delegates for the League of California Cities (LCC) 2013 Annual Conference business meeting (not recommended by staff).

NOTIFICATION

Agenda publication

ATTACHMENTS

1. 2013 Annual Conference Voting Delegate/Alternate Form
2. 2013 Annual Conference Resolution Packet

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

LEAGUE OF CALIFORNIA CITIES

CITY: _____

2013 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, September 13, 2013. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, September 13, 2013

League of California Cities
ATTN: Mary McCullough
1400 K Street
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: mmccullough@cacities.org
(916) 658-8247

Attachment 1

1400 K Street
Sacramento, CA 95814
ph: (916) 658-8200
fx: (916) 658-8240

LEAGUE OF CALIFORNIA CITIES℠

WWW.CACITIES.ORG

July 23, 2013

TO: Mayors, City Managers and City Clerks
League Board of Directors

RE: Annual Conference Resolutions Packet
Notice of League Annual Meeting

Enclosed please find the 2013 Annual Conference Resolutions Packet.

Annual Conference in Sacramento. This year's League Annual Conference will be held September 18 - 20 in Sacramento. The conference announcement has previously been sent to all cities and we hope that you and your colleagues will be able to join us. More information about the conference is available on the League's Web site at www.cacities.org/ac. We look forward to welcoming city officials to the conference.

Annual Luncheon/Business Meeting - Friday, September 20, 12:00 p.m. The League's Annual Business Meeting will be held at the Hyatt Regency Hotel.

Resolutions Packet. At the Annual Conference, the League will consider the two resolutions introduced by the deadline, Saturday, July 20, 2013, midnight. These resolutions are included in this packet. New this year, resolutions submitted to the General Assembly must be concurred in by five cities or by city officials from at least five or more cities. These letters of concurrence are included with this packet. We request that you distribute this packet to your city council.

We encourage each city council to consider the resolutions and to determine a city position so that your voting delegate can represent your city's position on each resolution. A copy of the resolutions packet is posted on the League's website for your convenience: www.cacities.org/resolutions.

The resolutions packet contains additional information related to consideration of the resolutions at the Annual Conference. This includes the date, time and location of the meetings at which resolutions will be considered.

Voting Delegates. Each city council is encouraged to designate a voting delegate and two alternates to represent their city at the Annual Business Meeting. A letter asking city councils to designate their voting delegate and two alternates has already been sent to each city. Copies of the letter, voting delegate form, and additional information are also available at: www.cacities.org/resolutions.

Please Bring This Packet to the Annual Conference
September 18 - 20 — Sacramento

Attachment 2

638-M

MV00212435

Annual Conference Resolutions Packet

115th Annual Conference

Sacramento
September 18 - 20, 2013

MV00212436

ANNUAL CONFERENCE MEETING
SCHEDULE FOR RESOLUTIONS

1. Policy Committee Meetings

Wednesday, September 18, 2013
Sheraton Grand Hotel
1230 J Street, Sacramento

Public Safety: 9:00 a.m. – 10:30 a.m.
Environmental Quality: 10:30 a.m. – 12:00 p.m.

2. General Resolutions Committee

Thursday, September 19, 2013, 1:00 p.m.
Sacramento Convention Center
1400 J Street, Sacramento

3. Annual Business Meeting and General Assembly Luncheon

Friday, September 20, 2013, 12:00 p.m.
Hyatt Regency Hotel
1209 L Street, Sacramento

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, two resolutions have been introduced for consideration by the Annual Conference and referred to the League policy committees.

POLICY COMMITTEES: Two policy committees will meet at the Annual Conference to consider and take action on resolutions referred to them. The committees are Environmental Quality and Public Safety. These committees will meet on Wednesday, September 18, 2013, at the Sheraton Grand Hotel in Sacramento. The sponsors of the resolutions have been notified of the time and location of the meetings.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet at 1:00 p.m. on Thursday, September 19, at the Sacramento Convention Center, to consider the reports of the two policy committees regarding the two resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president. Please check in at the registration desk for room location.

ANNUAL LUNCHEON/BUSINESS MEETING/GENERAL ASSEMBLY: This meeting will be held at 12:00 p.m. on Friday, September 20, at the Hyatt Regency Hotel.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (47 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Session of the General Assembly. This year, that deadline is 12:00 p.m., Thursday, September 19. If the petitioned resolution is substantially similar in substance to a resolution already under consideration, the petitioned resolution may be disqualified by the General Resolutions Committee.

Resolutions can be viewed on the League's Web site: www.cacities.org/resolutions.

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: mdesmond@cacities.org or (916) 658-8224

MV00212438

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's eight standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.

2. The issue is not of a purely local or regional concern.

3. The recommended policy should not simply restate existing League policy.

4. The resolution should be directed at achieving one of the following objectives:

   (a) Focus public or media attention on an issue of major importance to cities.

   (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.

   (c) Consider important issues not adequately addressed by the policy committees and board of directors.

   (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

MV00212439

LOCATION OF MEETINGS

Policy Committee Meetings

Wednesday, September 18, 2013
Sheraton Grand Hotel
1230 J Street, Sacramento

Public Safety:	9:00 a.m. – 10:30 a.m.
Environmental Quality:	10:30 a.m. – 12:00 p.m.

General Resolutions Committee

Thursday, September 19, 2013, 1:00 p.m.
Sacramento Convention Center
1400 J Street, Sacramento

Annual Business Meeting and General Assembly Luncheon

Friday, September 20, 2013, 12:00 p.m.
Hyatt Regency Hotel
1209 L Street, Sacramento

MV00212440

KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3

1 - Policy Committee Recommendation to General Resolutions Committee
2 - General Resolutions Committee
3 - General Assembly

ENVIRONMENTAL QUALITY POLICY COMMITTEE

		1	2	3
1	Water Bond Funds			

PUBLIC SAFETY POLICY COMMITTEE

		1	2	3
2	Public Safety Realignment			

Information pertaining to the Annual Conference Resolutions will also be posted on each committee's page on the League website: www.cacities.org. The entire Resolutions Packet will be posted at: www.cacities.org/resolutions.

MV00212441

KEY TO ACTIONS TAKEN ON RESOLUTIONS *(Continued)*

KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

Action Footnotes

* Subject matter covered in another resolution

** Existing League policy

*** Local authority presently exists

KEY TO ACTIONS TAKEN

A - Approve

D - Disapprove

N - No Action

R - Refer to appropriate policy committee for study

a - Amend

Aa - Approve as amended

Aaa - Approve with additional amendment(s)

Ra - Amend and refer as amended to appropriate policy committee for study

Raa - Additional amendments and refer

Da - Amend (for clarity or brevity) and Disapprove

Na - Amend (for clarity or brevity) and take No Action

W - Withdrawn by Sponsor

Procedural Note: Resolutions that are approved by the General Resolutions Committee, as well as all qualified petitioned resolutions, are reported to the floor of the General Assembly. In addition, League policy provides the following procedure for resolutions approved by League policy committees but *not* approved by the General Resolutions Committee:

Resolutions initially recommended for approval and adoption by all the League policy committees to which the resolution is assigned, but subsequently recommended for disapproval, referral or no action by the General Resolutions Committee, shall then be placed on a consent agenda for consideration by the General Assembly. The consent agenda shall include a brief description of the basis for the recommendations by both the policy committee(s) and General Resolutions Committee, as well as the recommended action by each. Any voting delegate may make a motion to pull a resolution from the consent agenda in order to request the opportunity to fully debate the resolution. If, upon a majority vote of the General Assembly, the request for debate is approved, the General Assembly shall have the opportunity to debate and subsequently vote on the resolution.

MV00212442

2013 ANNUAL CONFERENCE RESOLUTIONS

RESOLUTION REFERRED TO ENVIRONMENTAL QUALITY POLICY COMMITTEE

1. RESOLUTION CALLING UPON THE GOVERNOR AND THE LEGISLATURE TO WORK WITH THE LEAGUE OF CALIFORNIA CITIES IN PROVIDING ADEQUATE FUNDING AND TO PRIORITIZE WATER BONDS TO ASSIST LOCAL GOVERNMENT IN WATER CONSERVATION, GROUND WATER RECHARGE AND REUSE OF STORMWATER AND URBAN RUNOFF PROGRAMS.

Source: Los Angeles County Division
Concurrence of five or more cities/city officials: Cities of Alhambra; Cerritos; Claremont; Glendora; Lakewood; La Mirada; La Verne; Norwalk; Signal Hill; Mary Ann Lutz, Mayor, city of Monrovia.
Referred to: Environmental Quality Policy Committee
Recommendations to General Resolutions Committee: Approve

WHEREAS, local governments play a critical role in providing water conservation, ground water recharge and reuse of stormwater infrastructure, including capture and reuse of stormwater for their citizens, businesses and institutions; and

WHEREAS, local governments support the goals of the Clean Water Act to ensure safe, clean water supply for all and the U.S. Environmental Protection Agency has encouraged local governments to implement programs to capture, infiltrate and treat stormwater and urban runoff with the use of low impact development ordinances, green street policies and programs to increase the local ground water supply through stormwater capture and infiltration programs; and

WHEREAS, local governments also support the State's water quality objectives, specifically Section 13241of the Porter-Cologne Water Quality Control Act, on the need to maximize the use of reclaimed and water reuse and the Regional Water Quality Control Boards and the State Water Resources Board encourage rainwater capture efforts; and

WHEREAS, the State's actions working through the water boards, supported by substantial Federal, State and local investments, have led to a dramatic decrease in water pollution from wastewater treatment plants and other so-called "point sources" since 1972. However, the current threats to the State's water quality are far more difficult to solve, even as the demand for clean water increases from a growing population and an economically important agricultural industry; and

WHEREAS, the State's Little Hoover Commission found in 2009 that more than 30,000 stormwater discharges are subject to permits regulating large and small cities, counties, construction sites and industry. The Commission found that a diverse group of water users – the military, small and large businesses, home builders and local governments and more – face enormous costs as they try to control and limit stormwater pollution. The Commission concluded that the costs of stormwater clean up are enormous and that the costs of stormwater pollution are greater, as beach closures impact the State's economy and environmental damage threatens to impair wildlife; and

WHEREAS, at the same time that new programs and projects to improve water quality are currently being required by the U.S. EPA and the State under the National Pollution Discharge Elimination System (NPDES) permits and the Total Daily Maximum Load (TMDL) programs, many local governments find that they lack the basic infrastructure to capture, infiltrate and reuse stormwater and cities are facing difficult economic challenges while Federal and State financial assistance has been reduced due to the impacts of the recession and slow economic recovery; and

MV00212443

WHEREAS, cities have seen their costs with the new NPDES permit requirements double and triple in size in the past year, with additional costs anticipated in future years. Additionally, many local businesses have grown increasingly concerned about the costs of retrofitting their properties to meet stormwater and runoff requirements required under the NPDES permits and TMDL programs; and

WHEREAS, the League of California Cities adopted water polices in March of 2012, recognizing that the development and operation of water supply, flood control and storm water management, among other water functions, is frequently beyond the capacity of local areas to finance and the League found that since most facilities have widespread benefits, it has become the tradition for Federal, State and local governments to share their costs (XIV, Financial Considerations); and the League supports legislation providing funding for stormwater and other water programs; and

WHEREAS, the Governor and the Legislature are currently contemplating projects for a water bond and a portion of the bond could be directed to assist local government in funding and implementing the goals of the Clean Water Act and the State's water objectives of conserving and reusing stormwater in order to improve the supply and reliability of water supply; and now therefore let it be

RESOLVED by the General Assembly of the League of California Cities, assembled in Sacramento on September 20, 2013, that the League calls for the Governor and the Legislature to work with the League and other stakeholders to provide adequate funding for water conservation, ground water recharge and capture and reuse of stormwater and runoff in the water bond issue and to prioritize future water bonds to assist local governments in funding these programs. The League will work with its member cities to educate federal and state officials to the challenges facing local governments in providing for programs to capture, infiltrate and reuse stormwater and urban runoff.

/////////

Background Information on Resolution No. 1

Source: Los Angeles County Division

Background:
In order to meet the goals of both the Federal Clean Water Act and the State's Porter-Cologne Water Quality Control Act, which seek to ensure safe clean water supplies, cities provide critical water conservation, ground water recharge and reuse of stormwater infrastructure, including capture and reuse of stormwater for their citizens, businesses and institutions.

Working with the State's Regional Water Quality Control Boards and the State Water Resources Board through the National Pollution Discharge Elimination System (NPDES) permitting process and Total Maximum Daily Load (TMDL) Programs, California's cities implement programs to capture, infiltrate and treat stormwater and urban runoff with the use of low impact development ordinances, green streets policies and other programs to increase the local ground water supply.

These actions have led to a dramatic decrease in water pollution from wastewater treatment plants and other so-called "point sources" since the adoption of the Clean Water Act in 1972. However, current threats to the State's "non-point sources " of pollution, such as stormwater and urban runoff are far more difficult to solve, even as the demand for clean water increases from a growing population and an economically important agricultural industry.

MV00212444

Current Problem Facing California's Cities

The Little Hoover Commission found in 2009 that more than 30,000 stormwater discharges are subject to permits regulating large and small cities, counties, construction sites and industry. The Commission found that a diverse group of water users – the military, small and large businesses, home builders and local governments and more – face enormous costs as they try and control and limit stormwater pollution. The Commission concluded that the costs of stormwater clean up are enormous and that the costs of stormwater pollution are greater as beach closures impact the state's economy and environmental damage threatens to impair wildlife.

Additionally, new programs and projects to improve water quality are currently being required by the U.S. EPA and the State under the NPDES permits and the TMDL programs. Many local governments find that they lack the basic infrastructure to capture, infiltrate and reuse stormwater and the cities are facing difficult economic challenges while Federal and State financial assistance has been reduced due to the impacts of the recession and slow economic recovery.

Cities have seen their costs with the new NPDES permit requirements triple in size in the past year, with additional costs anticipated in future years. Additionally, many local businesses have grown increasingly concerned about the costs of retrofitting their properties to meet stormwater and runoff requirements required under the NPDES permits and TMDL programs.

In Los Angeles County alone, reports commissioned by the Los Angeles County Flood Control District estimate the costs of achieving region-wide compliance for implementing TMDL programs in the NPDES permits required by the Los Angeles Regional Water Quality Control Board (LARWQCB) will be in the tens of billions of dollars over the next twenty years. Additionally, failure to comply with the LARWQCB's terms could result in significant Clean Water Act fines, state fines and federal penalties anywhere from $3,000- $37,500 per day. Violations can also result in third-party litigation. Such costs are not confined to Los Angeles County and are being realized statewide.

Clearly, compliance with the NPDES permit and TMDL programs will be expensive for local governments over a long period of time and cities lack a stable, long-term, dedicated local funding source to address this need. Many cities are faced with the choice of either cutting existing services or finding new sources of revenue to fund the NPDES and TMDL programs.

Los Angeles County Division Resolution

The Division supports strong League education and advocacy at both the State and Federal levels to help cities face the challenges in providing programs to capture, infiltrate and reuse stormwater and urban runoff. While Los Angeles County cities and other regions seek to secure local funding sources to meet the Clean Water Act and the State's water objectives, it will simply not be enough to meet the enormous costs of compliance. The Los Angeles County Division strongly believes that State and Federal cooperation are necessary to fund programs to secure and reuse stormwater in order to improve water supply and reliability throughout the state.

The Division calls for the League to engage in discussions on 2014 State Water Bond to assist cities in funding and implementing the goals of the Clean Water Act and the State's Water objectives. This resolution does not support the 2014 bond issue, since the League and individual cities will need to make this decision at a later time upon review of the final language. However, the Governor and Legislature have reopened discussions for the 2014 water bond and funding of urban runoff and stormwater programs has taken a back seat in past bond issues, such as Proposition 84. In May, Assembly Speaker John Perez appointed a Water Bond Working Group which recently outlined a new set of Priorities and Accountability Measures for developing a water bond that would gain the support of 2/3 of the Legislature and voters. One of the priorities identified by the committee included, "Regional Self Reliance/Integrated Regional Water

MV00212445

Management," posing the question if stormwater capture should be included in any future bonds. The Division believes the opportunity to advocate for funding in the bond is now.

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League of California Cities Staff Analysis on Resolution No. 1

Staff: Jason Rhine; (916) 658-8264
Committee: Environmental Quality

Summary:
This resolution seeks to call upon the Governor and the Legislature to work with the League of California Cities in providing adequate funding and to prioritize water bonds to assist local governments in water conservation, ground water recharge and reuse of stormwater and urban runoff programs.

Background:
In 2009, the State Legislature passed and Governor Arnold Schwarzenegger signed a package of legislation that included four policy bills and an $11.1 billion water bond (The Clean, and Reliable Drinking Water Supply Act). The water bond included the following major spending proposals:

- $455 million for drought relief projects, disadvantaged communities, small community wastewater treatment improvements and safe drinking water revolving fund
- $1.4 billion for "integrated regional water management projects"
- $2.25 billion for projects that "support delta sustainability options"
- $3 billion for water storage projects
- $1.7 billion for ecosystem and watershed protection and restoration projects in 21 watersheds
- $1 billion for groundwater protection and cleanup
- $1.25 billion for "water recycling and advanced treatment technology projects"

The $11.1 billion bond also included nearly $2 billion in earmarks. Projects slated for funding included:

- $40 million to educate the public about California's water
- $100 million for a Lake Tahoe Environmental Improvement Program for watershed restoration, bike trails and public access and recreation projects
- $75 million for the Sierra Nevada Conservancy, for public access, education and interpretive projects
- $20 million for the Baldwin Hills Conservancy to be used to buy more land
- $20 million for the Bolsa Chica Wetlands for interpretive projects for visitors

The water bond was originally scheduled to appear on the 2010 ballot as Proposition 18. However, due to significant criticism over the size of the bond, the amount of earmarked projects, and a lack of public support, the Legislature has voted twice to postpone the ballot vote. The water bond is now slated for the November 4, 2014 ballot.

It is unclear whether or not the water bond will actually appear on the November 2014 ballot. In recent months, pressure has been mounting to postpone the water bond yet again or significantly rewrite the water bond to drastically reduce the overall size of the bond and remove all earmarks. The Legislature has until the summer of 2014 to act.

Fiscal Impact:
Unknown. This resolution does not seek a specified appropriation from a water bond.

MV00212446

Existing League Policy:
In 2008, the League formed a new Water Task Force to consider updates and revision to the Water Guidelines the League drafted and adopted 20 years earlier. These new Guidelines were formally approved by the League board of directors in Feb. 2010. Below are the most pertinent policy and guiding principles related to the proposed resolution. To view the entire water policy guidelines, go to www.cacities.org/waterpolicyguidelines.

General Principles

- The League supports the development of additional groundwater and surface water storage, including proposed surface storage projects now under study if they are determined to be feasible, including but not limited to: environmentally, economically, and geographically relating to point of origin. Appropriate funding sources could include, but are not limited to user fees, bonds and federal funding.
- The League supports state water policy that allows undertaking aggressive water conservation and water use efficiency while preserving, and not diminishing, public and constitutional water rights.

Water Conservation

- The League supports the development of a statewide goal to reduce water use by 20% by 2020 through the implementation of fair and equitable measures consistent with these principles.
- Accomplishing water conservation and water use efficiency goals will require statewide action by all water users, including residential, commercial, industrial and agricultural water users, local and regional planning agencies, state and federal agencies, chambers of commerce, and business, commercial and industrial professional and trade associations.

Water Recycling

- Wherever feasible, water recycling should be practiced in urban, industrial and agricultural sectors. This includes increasing the use of recycled water over 2002 levels by at least one million acre-feet/year (afy) by 2020 and by at least two million afy by 2030.
- Increased recycling, reuse and other refinements in water management practices should be included in all water supply programs.

Water Storage

- The development of additional surface facilities and use of groundwater basins to store surface water that is surplus to that needed to maintain State Water Resource Control Board (SWRCB) Bay-Delta estuary water quality standards should be supported.

Groundwater

- The principle that local entities within groundwater basins (i.e., cities, counties, special districts, and the regional water quality control boards) working cooperatively should be responsible for and involved in developing and implementing basin wide groundwater, basin management plans should be supported. The plans should include, but not be limited to: a) protecting groundwater quality; b) identifying means to correct groundwater overdraft; c) implementing better irrigation techniques; d) increasing water reclamation and reuse; and e) refining water conservation and other management practices.
- Financial assistance from state and federal governments should be made available to requesting local agencies to develop and implement their groundwater management plans.

Financial Considerations

- It is recognized that the development and operation of water supply, water conveyance, flood control and stormwater management, water storage, and wastewater treatment facilities is frequently beyond the capability of local areas to finance;

MV00212447

- The League supports legislation to provide funding for stormwater, water and wastewater programs, including a constitutional amendment which would place stormwater fees in the category of water and wastewater fees, for the purposes of Proposition 218 compliance.

Support:
New this year, any resolutions submitted to the General Assembly must be concurred in by five cities or by city officials from at least five or more cities. Those submitting resolutions were asked to provide written documentation of concurrence. The following letters of concurrence were received: cities of Alhambra; Cerritos; Claremont; Glendora; Lakewood; La Mirada; La Verne; Norwalk; Signal Hill; and Mary Ann Lutz, Mayor, city of Monrovia. A letter of support was also received from the California Contract Cities Association.

RESOLUTION REFERRED TO PUBLIC SAFETY POLICY COMMITTEE

2. RESOLUTION CALLING UPON THE GOVERNOR AND LEGISLATURE TO ENTER INTO DISCUSSIONS WITH THE LEAGUE AND CALIFORNIA POLICE CHIEFS' ASSOCIATION REPRESENTATIVES TO IDENTIFY AND ENACT STRATEGIES THAT WILL ENSURE THE SUCCESS OF PUBLIC SAFETY REALIGNMENT FROM A LOCAL MUNICIPAL LAW ENFORCEMENT PERSPECTIVE.

Source: Public Safety Policy Committee
Concurrence of five or more cities/city officials: Cities of Arroyo Grande, Covina; Fontana; Glendora; Monrovia; Ontario; Pismo Beach; and Santa Barbara
Referred to: Public Safety Policy Committee
Recommendation to General Resolutions Committee: Approve

WHEREAS, in October 2011 the Governor proposed the realignment of public safety responsibilities from state prisons to local government as a way to address recent court orders in response to litigation related to state prison overcrowding, and to reduce state expenditures; and

WHEREAS, the Governor stated that realignment needed to be fully funded with a constitutionally protected source of funds if it were to succeed; and

WHEREAS, the Legislature enacted the realignment measures, AB 109 and AB 117, and the Governor signed them into law without full constitutionally protected funding and liability protection for stakeholders; and

WHEREAS, California currently has insufficient jail space, probation officers, housing and job placement programs, medical and mental health facilities, lacks a uniform definition of recidivism; and utilizes inappropriate convictions used to determine inmate eligibility for participation in the realignment program; and

WHEREAS, since the implementation of realignment there have been numerous issues identified that have not been properly addressed that significantly impact municipal police departments' efforts to successfully implement realignment; and

WHEREAS, ultimately many of these probationers who have severe mental illness are released into communities where they continue to commit crimes that impact the safety of community members and drain the resources of probation departments and police departments throughout the state; and

MV00212448

WHEREAS, an estimated 30 counties were operating under court-ordered or self-imposed population caps before realignment, and the current lack of bed space in county jails has since led to many convicted probationers being released early after serving a fraction of their time; with inadequate to no subsequent supervision, leaving them free to engage in further criminal offenses in our local cities; and

WHEREAS, there is increasing knowledge among the offender population which offenses will and will not result in a sentence to state prison, and many offenders, if held in custody pending trial, that would be sentenced to county jail are ultimately sentenced to time served due to overcrowding in county facilities; and

WHEREAS, there are inadequate databases allowing local police departments to share critical offender information among themselves, with county probation departments, and with other county and state law enforcement entities; and

WHEREAS, local police departments have not received adequate funding to properly address this new population of offenders who are victimizing California communities; and now therefore let it be

RESOLVED by the General Assembly of the League of California Cities, assembled in Sacramento on September 20, 2013, to request the Governor and State Legislature to immediately enter into discussions with League representatives and the California Police Chiefs' Association to address the following issues:

1. The need to fully fund municipal police departments with constitutionally protected funding to appropriately address realignment issues facing front-line law enforcement;

2. Amend appropriate sections of AB 109 to change the criteria justifying the release of non-violent, non-serious, non-sex offender inmates (N3) inmates to include their total criminal and mental history instead of only their last criminal conviction;

3. Establish a uniform definition of recidivism with the input of all criminal justice stakeholders throughout the state;

4. Enact legislation that will accommodate the option for city police officers to make ten (10) day flash incarcerations in city jails for probationers who violate the conditions of their probation;

5. Establish oversight procedures to encourage transparency and accountability over the use of realignment funding;

6. Implement the recommendations identified in the California Little Hoover Commission Report #216 dated May 30, 2013;

7. Provide for greater representation of city officials on the local Community Corrections Partnerships. Currently AB 117 provides for only one city official (a police chief) on the seven-member body, six of which are aligned with the county in which the partnership has been established. As a result, the counties dominate the committees and the subsequent distribution of realignment funds.

8. Provide, either administratively or by legislation, an effective statewide data sharing mechanism allowing state and local law enforcement agencies to rapidly and efficiently share offender information to assist in tracking and monitoring the activities of AB 109 and other offenders.

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MV00212449

Background Information on Resolution No. 2

Source: Public Safety Policy Committee

Background:
In October 2011 the Governor proposed the realignment of public safety tasks from State Prisons to local government as a way to address certain judicial orders dealing with State prison overcrowding and to reduce State expenditures. This program shifts the prisoner burden from State prisons to local counties and cities.

When the Governor signed into law realignment he stated that realignment needed to be fully funded with constitutionally protected source of funds to succeed. Nonetheless, the law was implemented without full constitutional protected funding for counties and cities; insufficient liability protections to local agencies; jail space; probation officers; housing and job placement programs; medical and mental health facilities; and with an inappropriate definition of N3 (non-serious, non-sexual, non-violent) criminal convictions used to screen inmates for participation in the program.

Two-thirds of California's 58 counties are already under some form of mandated early release. Currently, 20 counties have to comply with maximum population capacity limits enforced by court order, while another 12 counties have self-imposed population caps to avoid lawsuits.

At this time no one knows what the full impact of realignment will ultimately be on crime. We hope that crime will continue to drop, but with the current experience of the 40,000 offenders realigned since October 2011, and an estimated additional 12,000 offenders being shifted from State prison to local jails and community supervision by the end of fiscal year 2013-14, it will be very difficult to realize lower crime rates in the future.

Beginning in October 2011, California State prisons began moving N3 offenders into county jails, the county probation and court systems, and ultimately funneled them into community supervision or alternative sentencing program in cities where they will live, work, and commit crime.

Note: There is currently no uniform definition of recidivism throughout the state and no database that can deliver statistical information on the overall impact realignment has had on all cities in California. Because of this problem we have used data from Los Angeles County.

The March 4, 2013 report to the Los Angeles County Criminal Justice Coordination Committee (CCJCC) shows a strong effort and progress in addressing the realignment mandate. However, there is insufficient funding.

The report also states the jail population continues to be heavily influenced by participants housed locally. On September 30, 2012, the inmate count in the Los Angeles County Jail was 15,463; on January 31, 2013, the count was 18,864. The realignment population accounted for 32% of the Jail population; 5,743 offenders sentenced per Penal Code Section 1170 (h) and 408 parole violations.

By the end of January 2013, 13,535 offenders were released on Post Release Community Supervision (PRCS) to Los Angeles County including prisoners with the highest maintenance costs because of medical and drug problems and mental health issues costing counties and local cities millions of dollars in unfunded mandates since the beginning of the program. Prisoners with prior histories of violent crimes are also being released without proper supervision. That is why sections of **AB 109 must be amended to change the criteria used to justify the release of N3 inmates to include an offender's total criminal and mental history instead of only their last criminal conviction.** Using the latter as the key criteria does not provide

MV00212450

an accurate risk assessment of the threat these offenders pose to society if they are realigned to county facilities, or placed on Post Release Community Supervision.

Chief Jerry Powers from the Los Angeles County Probation Department recently stated the release criteria for N3 offenders "has nothing to do with reality." He said initially the State estimated the population of released PRCS offenders would be 50% High Risk, 25% Medium Risk and 25% Low Risk. The reality is 3% are Very High Risk, 55% are High Risk, 40% are Medium Risk and only 2% are Low Risk offenders. He said the High Risk and serious mentally ill offenders being released "are a very scary population." One of the special needs offenders takes the resources of 20-30 other offenders.
Assistant Sheriff Terri McDonald who is the county Jail Administrator recently stated the Jail has only 30 beds for mentally ill offenders being released – when in fact she actually needs 300 beds to accommodate the volume of serious mentally ill offenders being released that require beds.

Los Angeles County data shows 7,200 released offenders have had some sort of revocation. This number is expected to increase because of a significant increase in the first four months of year two of realignment that totals 83% of the entire first year of the program; 4,300 warrants were issued for offenders; 6,200 offenders have been rearrested; and 1,400 prosecuted. Data reveals one in 10 offenders will test positive for drugs during the first 72 hours after being released knowing they are required to report to a probation officer during that time. Only one in three offenders will successfully complete probation.

There are more than 500 felony crimes that qualify State prison inmates for release under realignment. They will be spending their time in cities with little, if any, supervision.

//////////

League of California Cities Staff Analysis on Resolution No. 2

Staff: Tim Cromartie (916) 658-8252
Committee: Public Safety Policy Committee

Summary:
This Resolution seeks to outline the deficiencies in the State's current public safety realignment policy, as implemented in 2011 by AB 109, and to identify policy changes that will assist State, county and municipal law enforcement entities to cope with the expanded universe of offenders that are now being directed to county facilities, resulting in increased related impacts on both local communities and municipal law enforcement.

Background:
This resolution was brought to the Public Safety Policy Committee by individual members of that committee who are increasingly concerned about municipal public safety impacts resulting from county jail overcrowding, a problem that has intensified with realignment, resulting in certain categories of offenders doing no jail time or being sentenced to time served. This has created a climate in which some offenses receive little or no jail time, accompanied by a growing body of anecdotal evidence that property crimes have correspondingly increased, with some, such as auto theft, being committed in serial fashion. Increased criminal activity has strained the resources of many local police departments already struggling to more closely coordinate information sharing with county probation offices to effectively monitor offenders on post-community release supervision.

In addition, there is growing concern about the criteria established for determining which offenders are eligible for post-release community supervision (the non-violent, non-serious, non-sex offenders). There is so much concern that a May 2013 report of California's Little Hoover Commission recommended adjusting

MV00212451

the criteria to examine an offender's total criminal history rather than merely his or her last known offense, as a means of more accurately assessing the risk he or she might pose to the community.

Implementation of the realignment policy is handled in part by the Community Corrections Partnerships established by AB 109, which currently have only one city representative, compared to at least four county-level representatives.

Fiscal Impact:
Unknown impact on the State General Fund. This resolution seeks to establish increased and constitutionally protected funding for city police departments (and county sheriff's departments, to the degree they are contracted to provide police services for cities), but does not specify a dollar amount for the revenue stream. At a minimum, it would entail an annual revenue stream of at least the amount provided for cities for front-line law enforcement in the State's 2013-14 Budget, $27.5 million, indefinitely – although that revenue stream has never been formally identified by the Brown Administration as having any direct connection to realignment.

Existing League Policy:
Related to this resolution, existing policy provides:

- The League supports policies establishing restrictions on the early release of state inmates for the purpose of alleviating overcrowding, and limiting parole hearing opportunities for state inmates serving a life sentence, or paroled inmates with a violation.

- The League supports increasing municipal representation on and participation in the Community Corrections Partnerships, which are charged with developing local corrections plans.

- In addition, the Strategic Priorities for 2012, as adopted by the League Board of Directors, included the promotion of local control for strong cities. The resolution's objectives of locking in ongoing funding for front-line municipal law enforcement, and increasing city participation in the Community Corrections Partnerships, are consistent with promoting local control.

Support:
New this year, any resolutions submitted to the General Assembly must be concurred in by five cities or by city officials from at least five or more cities. Those submitting resolutions were asked to provide written documentation of concurrence. The following cities/city officials have concurred: cities of Arroyo Grande; Covina; Fontana; Glendora; Monrovia; Ontario; Pismo Beach; and Santa Barbara.

MV00212452

LETTERS OF CONCURRENCE

Resolution #1

Water Bond Funds

MV00212453

City of Alhambra
Office of the Mayor and City Council

Gateway to the San Gabriel Valley

111 South First Street Alhambra California 91801

626 570-5010

FAX 281-2248

July 1, 2013

Bill Bogaard
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Los Angeles County Division Annual Conference Resolution

Dear President Bogaard:

The City of Alhambra supports the Los Angeles County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2013 Annual Conference in Sacramento.

The Division's resolution seeks to address a critical funding need for cities working to meet the State's water quality objectives and storm water management plans by providing direction for the League to educate state leaders and advocate for funding during discussions on the 2014 Water Bond. The City of Alhambra is anticipating spending $24,101.96 this year to start the development of the Enhanced Watershed Plan and monitoring plan. Prior to 2016, the City anticipates spending $1,169,000 for full capture device on our storm drain catch basins. In the future, it is estimated the city may need $34 million dollars to finance the required infrastructure to meet the new permit guidelines. We also anticipate needing to hire additional staff to monitor and maintain the program. None of these costs have a dedicated funding source.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Mary Chavez, Director of Public Works, at (626) 570-5067 if you have any questions.

Very truly yours,

Steven Placido, DDS
Mayor

cc: Jennifer Quan, League of California Cities

PRINTED ON RECYCLED PAPER

MV00212454

CITY OF CERRITOS

CIVIC CENTER • 18125 BLOOMFIELD AVENUE
P.O. BOX 3130 • CERRITOS, CALIFORNIA 90703-3130
PHONE: (562) 916-1510 • FAX: (562) 468-1095
CELL PHONE: (562) 547-1732
E-mail: bbarr90703@aol.com
WWW.CERRITOS.US

Cerritos
All-America City
2008

OFFICE OF THE MAYOR
BRUCE W. BARROWS

July 8, 2013

Bill Bogaard
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Los Angeles County Division Annual Conference Resolution

President Bogaard: Bill

The City of Cerritos supports the Los Angeles County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2013 Annual Conference in Sacramento.

The Division's resolution seeks to address a critical funding need for cities working to meet the State's water quality objectives and storm water management plans by providing direction for the League to educate state leaders and advocate for funding during discussions on the 2014 Water Bond. The City of Cerritos expended $866,000 in the Fiscal Year 2011-2012 for compliance with required stormwater programs. Future expenditures are expected to be over $1.5 million annually, as the City will be required to begin construction of costly stormwater capital improvements.

As members of the League our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Art Gallucci, City Manager at (562)916-1301 or agallucci@cerritos.us, if you have any questions.

Sincerely,

Bruce W. Barrows
MAYOR

cc: Ling-Ling Chang, President, Los Angeles County Division c/o
Robb Korinke, Executive Director, Los Angeles County Division, robb@lacities.org

MV00212455

CITY OF CLAREMONT

City Hall
207 Harvard Avenue
P.O. Box 880
Claremont, CA 91711-0880
Fax: (909) 399-5492
Website: www.ci.claremont.ca.us
Email: contact@ci.claremont.ca.us

City Council • (909) 399-5444
Corey Calaycay
Joseph M. Lyons
Opanyi K. Nasiali
Sam Pedroza
Larry Schroeder

July 1, 2013

Bill Bogaard
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

President Bogaard:

RE: Los Angeles County Division Proposed Resolution for LCC Approval At The 2013 Annual Conference

The City of Claremont supports the Los Angeles County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2013 Annual Conference in Sacramento.

The Division's resolution seeks to address a critical funding need for cities working to meet the State's water quality objectives and storm water management plans by providing direction for the League to educate state leaders and advocate for funding during discussions on the 2014 Water Bond.

As members of the League, our City values the policy development process provided to the General Assembly and appreciates your time on this issue. If you have any questions, please feel free to contact Tony Ramos, City Manager, at (909) 399-5441.

Sincerely,

OK Nasiali

Opanyi Nasiali
Mayor

c: Jennifer Quan, League of California Cities

v:/FMoreno/City Council/Letters/LCC Annual Conf Approval Ltr-ON-July'13

MV00212456

CITY OF GLENDORA CITY HALL (626) 914-8200
116 East Foothill Blvd., Glendora, California 91741
www.ci.glendora.ca.us

July 15, 2013

Bill Bogaard, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Los Angeles County Division Annual Conference Resolution

President Bogaard:

The City of Glendora supports the Los Angeles County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2013 Annual Conference in Sacramento.

The Division's resolution seeks to address a critical funding need for cities working to meet the State's water quality objectives and storm water management plans by providing direction for the League to educate state leaders and advocate for funding during discussions on the 2014 Water Bond.

As members of the League our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact me, if you have any questions.

Sincerely,

Joe Santoro

Joe Santoro, Mayor

cc: Ling-Ling Chang, President, Los Angeles County Division c/o Robb Korinke, Executive Director, Los Angeles County Division, robb@lacities.org
Jennifer Quan, Regional Public Affairs Manager, League of California Cities – jquan@cacities.org

PRIDE OF THE FOOTHILLS

MV00212457

Todd Rogers
Vice Mayor

Diane DuBois
Council Member

Jeff Wood
Council Member

Ron Piazza
Council Member

Steve Croft
Mayor

CITY OF LAKEWOOD
CALIFORNIA

July 2, 2013

Mr. Bill Bogaard
President
League of California Cities
1400 K Street, Suite 400
Sacramento, California 95814

RE: Los Angeles County Division Annual Conference Resolution - Support

Dear President Bogaard:

The City of Lakewood supports the Los Angeles County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2013 Annual Conference in Sacramento.

The Division's resolution seeks to address a critical funding need for cities working to meet the State's water quality objectives and storm water management plans by providing direction for the League to educate state leaders and advocate for funding during discussions on the 2014 Water Bond.

For Lakewood, the initial cost alone to prepare the Watershed Management Plan (WMP), Coordinated Integrated Management Plan (CIMP), and Reasonable Assurance Modeling for the three watersheds that Lakewood is a part of is estimated to be $153,167. This cost does not include administration costs, monitoring costs, construction costs, or inspection costs, which are estimated to be in the millions of dollars.

As members of the League our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Paolo Beltran, Senior Management Analyst, at (562) 866-9771, extension 2140, or email at pbeltran@lakewoodcity.org, if you have any questions.

Sincerely,

Steve Croft
Mayor

cc: Ling-Ling Chang, President, Los Angeles County Division c/o
Robb Korinke, Executive Director, Los Angeles County Division,
robb@lacities.org

CITY OF LA MIRADA
DEDICATED TO SERVICE

13700 La Mirada Boulevard
La Mirada, California 90638
P.O. Box 828
La Mirada, California 90637-0828
Phone: (562) 943-0131 Fax: (562) 943-1464
www.cityoflamirada.org

July 15, 2013

LETTER OF SUPPORT

Bill Bogaard
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

SUBJECT: LOS ANGELES COUNTY DIVISION ANNUAL CONFERENCE RESOLUTION

Dear President Bogaard:

On behalf of the City of La Mirada, I am writing to express support for the League of California Cities, Los Angeles County Division's effort to submit a resolution for consideration by the League's General Assembly at the September 2013 Annual Conference in Sacramento.

The Division's resolution seeks to address a critical funding need for local governments working to meet Federal and State objectives to protect water resources and storm water management plans. The resolution also provides direction for the League to educate State leaders and advocates for the inclusion of storm water funding in the State's proposed 2014 Water Bond.

Like many cities, the City of La Mirada does not have the basic infrastructure to capture, filter, and reuse storm water, and Federal and State funding to assist in providing this infrastructure has been reduced in recent years as a result of the economic recession. Compliance with the MS-4 permit and other storm water regulations could cost the City millions, and reduce funding for other vital City services such as infrastructure and public safety. The City could also face steep fines, penalties, and third party lawsuits if it is unable to meet the National Pollutant Discharge Elimination Systems (NPDES) permit requirements. Receiving State funding could help alleviate the financial burden placed on local governments to meet storm water requirements.

As a member of the League, our City values the policy development process provided to the General Assembly. Please contact Jeff Boynton, Deputy City Manager, at (562) 943--0131 if you have any questions.

Sincerely,

CITY OF LA MIRADA

Steve De Ruse
Mayor

TER:jb:vdr

cc: Ling-Ling Chang, President, Los Angeles County Division
Robb Korinke, Executive Director, Los Angeles County Division

MV00212459

CITY OF LA VERNE
CITY HALL
3660 "D" Street, La Verne, California 91750-3599
www.ci.la-verne.ca.us

July 2, 2013

Bill Bogaard, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Los Angeles County Division Annual Conference Resolution

President Bogaard:

The City of La Verne supports the Los Angeles County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2013 Annual Conference in Sacramento.

The Division's resolution seeks to address a critical funding need for cities working to meet the State's water quality objectives and storm water management plans by providing direction for the League to educate state leaders and advocate for funding during discussions on the 2014 Water Bond. While the City is still in the process of identifying the costs associated with meeting the new requirements of the MS-4 PERMIT, it is expected these measures will far exceed existing local resources.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact our City Manager, Bob Russi at 909-596-8726, if you have any questions.

Sincerely,

Don Kendrick
Mayor

cc: Jennifer Quan, League of California Cities
JR Ranells, Senior Management Analyst

U:\My Documents\CITY COUNCIL\D KENDRICK\Support 2013 League Conf Reso.doc

LUIGI VERNOLA
Mayor
MARCEL RODARTE
Vice Mayor
CHERI KELLEY
Councilmember
MICHAEL MENDEZ
Councilmember
LEONARD SHRYOCK
Councilmember
MICHAEL J. EGAN
City Manager

City of NORWALK

12700 NORWALK BLVD., P.O. BOX 1030, NORWALK, CA 90651-1030 * PHONE: 562/929-5700 * FACSIMILE: 562/929-5773 * WWW.NORWALKCA.GOV

July 2, 2013

Bill Bogaard, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Los Angeles County Division Annual Conference Resolution

Dear President Bogaard:

The city of Norwalk supports the Los Angeles County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2013 Annual Conference in Sacramento.

The Division's resolution seeks to address a critical funding need for cities working to meet the State's water quality objectives and storm water management plans by providing direction for the League to educate state leaders and advocate for funding during discussions on the 2014 Water Bond. The cost of compliance with the new storm water permit is in the millions of dollars. The Watershed Management Plan alone will cost close to $1M. Implementation of projects in the near future based on that Watershed Management Plan could potentially cost the City of Norwalk $5 - $10 million annually.

As members of the League our City values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Mike Egan, City Manager, at (562) 929-5772 if you have any questions.

Sincerely,

Luigi Vernola
Mayor

cc: Ling-Ling Chang, President, Los Angeles County Division c/o
Robb Korinke, Executive Director, Los Angeles County Division, robb@lacities.org

MV00212461

CITY OF SIGNAL HILL

2175 Cherry Avenue • Signal Hill, California 90755-3799

June 27, 2013

Bill Bogaard
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Los Angeles County Division Annual Conference Resolution

President Bogaard:

The city of Signal Hill supports the Los Angeles County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2013 Annual Conference in Sacramento.

The Division's resolution seeks to address a critical funding need for cities working to meet the State's water quality objectives and storm water management plans by providing direction for the League to educate state leaders and advocate for funding during discussions on the 2014 Water Bond. The city of Signal Hill currently budgets for $755,000 annually for compliance with required stormwater programs, which represents over 4% of the entire General Fund. Future expenditures are expected to be over $1.5 million annually, as the City will be required to begin construction of costly stormwater capital improvements.

As members of the League our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Ken Farfsing, City Manager at (562) 989-7302 or kfarfsing@cityofsignal.org, if you have any questions.

Sincerely,

Michael J. Noll
Mayor

CC: Ling-Ling Chang, President, Los Angeles County Division c/o
Robb Korinke, Executive Director, Los Angeles County Division, robb@lacities.org

MV00212462

City of MONROVIA

1887

All-America City

Office of the Mayor and the City Council

July 2, 2013

Bill Bogaard
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

SUBJECT: Los Angeles County Division Annual Conference Resolution

Dear President Bogaard:

As Mayor of the City of Monrovia, I support the Los Angeles County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2013 Annual Conference in Sacramento.

The Division's resolution seeks to address a critical funding need for cities working to meet the State's water quality objectives and storm water management plans by providing direction for the League to educate state leaders and advocate for funding during discussions on the 2014 Water Bond. The City is anticipating millions of dollars in stormwater permit compliance costs over the next five years -- funds the City currently does not have available. Funding assistance is vital in order for the City to meet stormwater permit requirements.

As members of the League, our City values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Heather Maloney, Senior Management Analyst, at (626) 932-5577 or hmaloney@ci.monrovia.ca.us, if you have any questions.

Sincerely,

Mary Ann Lutz
Mayor

cc: City Council
Ling-Ling Chang, President, Los Angeles County Division c/o
Robb Korinke, Executive Director, Los Angeles County Division, robb@lacities.org
Laurie K. Lile, City Manager
Ron Bow, Director of Public Works

415 South Ivy Avenue • Monrovia, California 91016-2888 • (626) 932-5550 • FAX (626) 932-5520

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Rolling Hills Estates

EXECUTIVE DIRECTOR
SAM OLIVITO

June 20, 2013

Bill Bogaard
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Los Angeles County Division Annual Conference Resolution

President Bogaard:

The California Contract Cities Association supports the Los Angeles County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2013 Annual Conference in Sacramento.

The Division's resolution seeks to address a critical funding need for cities working to meet the State's water quality objectives and storm water management plans by providing direction for the League to educate state leaders and advocate for funding during discussions on the 2014 Water Bond. All of the 58 cities we represent can ill afford this increasingly expensive ongoing cost.

As members of the League our association values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact our office at (562) 622-5533 if you have any questions.

Sincerely,

Steve Tye

Steve Tye
CCCA President

CC: Ling-Ling Chang, President, Los Angeles County Division c/o
Robb Korinke, Executive Director, Los Angeles County Division, robb@lacities.org

11027 Downey Ave. Downey, CA 90241 P(562) 622-5533 F(562) 622-9555 www.contractcities.org

MV00212464

LETTERS OF CONCURRENCE

Resolution #2

Public Safety Realignment

MV00212465

OFFICE OF THE
MAYOR

CITY OF
ARROYO GRANDE
CALIFORNIA

300 East Branch Street
Arroyo Grande, CA 93420
Phone: (805) 473-5400
FAX: (805) 473-0386
agcity@arroyogrande.org
www.arroyogrande.org

July 17, 2013

Bill Bogaard, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Public Safety Realignment Resolution

Dear President Bogaard:

On behalf of the City of Arroyo Grande, I am writing to express support for the League of California Cities' Public Safety Resolution, which will be submitted for consideration by the League's General Assembly at the September 2013 Annual Conference in Sacramento.

The League's Resolution seeks to highlight a number of deficiencies with the current public safety realignment policy, and what funding and policy changes need to occur in response. The resolution specifically calls out the need for ongoing local law enforcement funding related to realignment, as well as modification of the criteria for which offenders are eligible for post-release community supervision, i.e. a non-violent, non-serious, non-sex offender criteria that focuses on total criminal history rather than merely the last recorded offense.

As a member of the League, our City values the policy development process provided to the General Assembly. Please contact our City Manager, Steve Adams, at (805)473-5404, if you have any questions.

Sincerely,

Tony Ferrara

Mayor, City of Arroyo Grande

MV00212466

CITY OF COVINA

125 East College Street ⊛ Covina, California 91723-2199
www.covinaca.gov

July 17, 2013

Bill Bogaard, President
League of California Cities
1400 K Street, Suite 400
Sacramento, California 95814

RE: Public Safety Realignment Resolution

Dear President Bogaard:

On behalf of the City of Covina, I am writing to express support for the League of California Cities' Public Safety Resolution, which will be submitted for consideration by the League's General Assembly at the September 2013 Annual Conference in Sacramento.

The League's Resolution seeks to highlight a number of deficiencies with the current public safety realignment policy, and what funding and policy changes need to occur in response. The resolution specifically calls out the need for ongoing local law enforcement funding related to realignment, as well as modification of the criteria for which offenders are eligible for post-release community supervision, i.e. a non-violent, non-serious, non-sex offender criteria that focuses on total criminal history rather than merely the last recorded offense.

As a member of the League, our City values the policy development process provided to the General Assembly. Please contact Daryl Parrish, City Manager, at (626) 384-5410, if you have any questions.

Sincerely,

Walter Allen III
Mayor, City of Covina

MV00212467

Mayor Acquanetta Warren

July 17, 2013

Bill Bogaard, President
League of California Cities
1400 K Street, Suite 400
Sacramento, California 95814

RE: Public Safety Realignment Resolution

Dear President Bogaard:

On behalf of the City of Fontana, I am writing to express support for the League of California Cities' Public Safety Resolution, which will be submitted for consideration by the League's General Assembly at the September 2013 Annual Conference in Sacramento.

The League's Resolution seeks to highlight a number of deficiencies with the current public safety realignment policy, and what funding and policy changes need to occur in response. The resolution specifically calls out the need for ongoing local law enforcement funding related to realignment, as well as modification of the criteria for which offenders are eligible for post-release community supervision, i.e. a non-violent, non-serious, non-sex offender criteria that focuses on total criminal history rather than merely the last recorded offense.

As a member of the League, our City values the policy development process provided to the General Assembly. Please contact Ken Hunt City Manager, at (909)350-7654, if you have any questions.

Sincerely,

Mayor, City of Fontana

AW/ac

8353 Sierra Avenue, Fontana, California 92335 (909) 350-7606 fax (909) 350-6613 www.fontana.org

MV00212468

CITY OF GLENDORA CITY HALL (626) 914-8201
116 East Foothill Blvd., Glendora, California 91741
FAX (626) 914-8221
www.ci.glendora.ca.us
OFFICE OF THE MAYOR

July 19, 2013

Bill Bogaard, President
League of California Cities
1400 K Street, Suite 400
Sacramento, California 95814

RE: Public Safety Realignment Resolution

Dear President Bogaard:

On behalf of the City of Glendora, I am writing to express support for the League of California Cities' Public Safety Resolution, which will be submitted for consideration by the League's General Assembly at the September 2013 Annual Conference in Sacramento.

The League's Resolution seeks to highlight a number of deficiencies with the current public safety realignment policy, and what funding and policy changes need to occur in response. The resolution specifically calls out the need for ongoing local law enforcement funding related to realignment, as well as modification of the criteria for which offenders are eligible for post-release community supervision, i.e. a non-violent, non-serious, non-sex offender criteria that focuses on total criminal history rather than merely the last recorded offense.

As a member of the League, our City values the policy development process provided to the General Assembly. Please contact Chris Jeffers, City Manager, at cjeffers@ci.glendora.ca.us or (626) 914-8201, if you have any questions.

Sincerely,

City of Glendora

Joe Santoro

Joe Santoro
Mayor

PRIDE OF THE FOOTHILLS

MV00212469

City of MONROVIA 1887

Office of the Mayor and the City Council

July 19, 2013

Bill Bogaard, President
League of California Cities
1400 K Street, Suite 400
Sacramento, California 95814

RE: PUBLIC SAFETY REALIGNMENT RESOLUTION

Dear President Bogaard:

As Mayor of the City of Monrovia, I am writing to express support for the League of California Cities' Public Safety Resolution, which will be submitted for consideration by the League's General Assembly at the September 2013 Annual Conference in Sacramento.

The League's Resolution seeks to highlight a number of deficiencies with the current public safety realignment policy, and what funding and policy changes need to occur in response. The resolution specifically calls out the need for ongoing local law enforcement funding related to realignment, as well as modification of the criteria for which offenders are eligible for post-release community supervision, i.e. a non-violent, non-serious, non-sex offender criteria that focuses on total criminal history rather than merely the last recorded offense.

As a member of the League, our City values the policy development process provided to the General Assembly. Please contact Laurie Lile, City Manager, at (626) 932-5501, if you have any questions.

Sincerely,

Mary Ann Lutz
Mayor

cc: City Council
James Hunt, Police Chief

415 South Ivy Avenue • Monrovia, California 91016-2888 • (626) 932-5550 • FAX (626) 932-5520

MV00212470

CITY OF ONTARIO

303 EAST "B" STREET, CIVIC CENTER ONTARIO CALIFORNIA 91764-4105 (909) 395-2000
FAX (909) 395-2070

PAUL S. LEON
MAYOR

JIM W. BOWMAN
MAYOR PRO TEM

ALAN D. WAPNER
DEBRA DORST-PORADA
PAUL VINCENT AVILA
COUNCIL MEMBERS

CHRIS HUGHES
CITY MANAGER

MARY E. WIRTES, MMC
CITY CLERK

JAMES R. MILHISER
TREASURER

July 18, 2013

Bill Bogaard, President
League of California Cities
1400 K Street, Suite 400
Sacramento, California 95814

RE: Public Safety Realignment Resolution

Dear President Bogaard:

On behalf of the City of Ontario, I am writing to express support for the League of California Cities' Public Safety Resolution, which will be submitted for consideration by the League's General Assembly at the September 2013 Annual Conference in Sacramento.

The League's Resolution seeks to highlight a number of deficiencies with the current public safety realignment policy, and what funding and policy changes need to occur in response. The resolution specifically calls out the need for ongoing local law enforcement funding related to realignment, as well as modification of the criteria for which offenders are eligible for post-release community supervision; i.e., a non-violent, non-serious, non-sex offender criteria that focuses on total criminal history rather than merely the last recorded offense.

As a member of the League, our City values the policy development process provided to the General Assembly. Please contact Chris Hughes, City Manager, at (909) 395-2010, if you have any questions.

Sincerely,

Paul S. Leon

PAUL S. LEON
Mayor

From the Office of the Mayor
Shelly Higginbotham
760 Mattie Road
Pismo Beach, CA 93449
(805) 235-6604
shigginbotham@pismobeach.org

July 18, 2013

Bill Bogaard, President
League of California Cities
1400 K Street, Suite 400
Sacramento, California 95814

RE: Public Safety Realignment Resolution

Dear President Bogaard:

On behalf of the City of Pismo Beach, I am writing to express support for the League of California Cities' Public Safety Resolution, which will be submitted for consideration by the League's General Assembly at the September 2013 Annual Conference in Sacramento.

The League's Resolution seeks to highlight a number of deficiencies with the current public safety realignment policy, and what funding and policy changes need to occur in response. The resolution specifically calls out the need for ongoing local law enforcement funding related to realignment, as well as modification of the criteria for which offenders are eligible for post-release community supervision, i.e. a non-violent, non-serious, non-sex offender criteria that focuses on total criminal history rather than merely the last recorded offense.

As a member of the League, our City values the policy development process provided to the General Assembly. Please contact James R. Lewis, City Manager, at (805) 773-7007, if you have any questions.

Sincerely,
Shelly Higginbotham
Shelly Higginbotham
Mayor

MV00212472

City of Santa Barbara

Office of Mayor

HSchneider@SantaBarbaraCA.gov
www.SantaBarbaraCA.gov

July 19, 2013

Helene Schneider
Mayor

City Hall
735 Anacapa Street
Santa Barbara, CA
93101-1990

Mailing Address:
P.O. Box 1990
Santa Barbara, CA
93102-1990

Tel: 805.564.5323
Fax: 805.564.5475

Bill Bogaard, President
League of California Cities
1400 K Street, Suite 400
Sacramento, California 95814

RE: Public Safety Realignment Resolution

Dear President Bogaard:

On behalf of the City of Santa Barbara, I am writing to express support for the League of California Cities' Public Safety Resolution, which will be submitted for consideration by the League's General Assembly at the September 2013 Annual Conference in Sacramento.

The League's Resolution seeks to highlight a number of deficiencies with the current public safety realignment policy, and what funding and policy changes need to occur in response. The resolution specifically calls out the need for ongoing local law enforcement funding related to realignment, as well as modification of the criteria for which offenders are eligible for post-release community supervision, i.e. a non-violent, non-serious, non-sex offender criteria that focuses on total criminal history rather than merely the last recorded offense.

It is important to our City, that such state-mandated programs remain fully-funded and that the regulations do not impede our law enforcement officers' ability to use their professional discretion in protecting our community.

As a member of the League, our City values the League's leadership and policy direction on this issue.

Sincerely,

Helene Schneider,
Mayor

cc: Dave Mullinax, League of California Cities

Please consider the environment before printing this letter.

MV00212473

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: August 27, 2013

TITLE: 2013 COUNCIL COMMITTEE PARTICIPATION APPOINTMENTS TO VACANT POSITIONS

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Appoint Council Member Victoria Baca to serve as the City of Moreno Valley's representative on the March Joint Powers Commission (MJPC).

2. Appoint Council Member Jesse L. Molina to serve as the City of Moreno Valley's alternate representative on the Riverside County Transportation Commission (RCTC).

3. Appoint Council Member Victoria Baca to serve as the City of Moreno Valley's alternate representative on the Riverside Transit Agency (RTA).

4. Appoint Council Member Jesse L. Molina to serve as the City of Moreno Valley's alternate representative on the Western Riverside Council of Governments (WRCOG).

5. Appoint Council Member Jesse L. Molina to serve on the City of Moreno Valley's Economic Development Subcommittee.

6. Appoint Council Member Jesse L. Molina to serve on the City of Moreno Valley's Finance Subcommittee.

7. Appoint Council Member Victoria Baca to serve as the alternate on the City of Moreno Valley's Public Safety Subcommittee.

BACKGROUND

Mayor Owings compiled the 2013 Council Committee Participation list to fill the vacant positions due to the resignation of City Council District 4 representative Marcelo Co.

It was also determined it would be appropriate for the City Council to make a separate motion for each agency that pays a stipend.

NOTIFICATION

Publication of the Agenda

ATTACHMENTS

1. 2013 Council Committee Participation – Mayor's Recommendations for Vacant Positions
2. 2013 Meeting Schedule

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

	A	B	C
1			
2	**CITY COUNCIL**		
3	**2013 COUNCIL COMMITTEE PARTICIPATION**		
4	**Mayor's Recommendations to Fill Vacant Positions**		
5			
6			
7	***CITY COUNCIL ADVISORY COMMISSIONS/ BOARDS*** :	***Primary***	***Alternate***
8	Arts Commission	BACA	STEWART
9	Environmental and Historical Preservation Board	BACA	STEWART
10	Library Commission	BACA	STEWART
11	Parks & Recreation Commission	BACA	STEWART
12	Recreational Trails Board	MOLINA	BACA
13	Senior Citizens' Board	MOLINA	STEWART
14	Traffic Safety Commission	STEWART	MOLINA
15			
16	***CITY COUNCIL SUBCOMMITTEES*** :		
17	Economic Development Subcommittee	OWINGS/**MOLINA**	BACA
18	Finance Subcommittee	OWINGS/**MOLINA**	STEWART
19	Public Safety Subcommittee	OWINGS/MOLINA	**BACA**
20			
21	***INTER-AGENCY*** :		
22	March Joint Powers Commission (JPC)	OWINGS/**BACA**	MOLINA
23	School Districts/City Joint Task Force	MOLINA/STEWART	BACA
24	*Riverside County Habitat Conservation Agency (RCHCA)	MOLINA	STEWART
25	*Riverside County Transportation Commission (RCTC)	OWINGS	**MOLINA**
26	*Riverside Transit Agency (RTA)	MOLINA	**BACA**
27	*Western Riverside Council of Governments (WRCOG)	OWINGS	**MOLINA**
28	*Western Riverside County Regional Conservation Authority (RCA)	MOLINA	STEWART
29			
30	* Mayor participation or designee		
31			Approved:

Attachment 1

	A	B	C	D	E
1	**2013 MEETING SCHEDULE**				
2	**Appointing Authority**	**Committee**	**Meeting Time**	**Meeting Schedule**	**Meeting Location**
3	**CITY ADVISORY BOARDS/COMMISSIONS**				
4	Mayor	Arts Commission	6:30 p.m.	4th Wednesday of each	Conference and Rec
5				month	Center
6	Mayor	Environmental and Historical Preservation	7:00 p.m.	2nd Monday of each	Council Chamber
7		Board		odd numbered month	
8	Mayor	Recreational Trails Board	5:00 p.m.	4th Wednesday of each	Senior Center
9				odd numbered month	
10	Mayor	Library Commission	7:00 p.m.	3rd Thursday of each	Library
11				month	
12	Mayor	Parks and Recreation Commission	6:00 p.m.	2nd Thursday of each	Conference and Rec
13				odd numbered month	Center
14	Mayor	Senior Citizens' Board	3:00 p.m.	3rd Monday of each	Senior Community
15				month	Center
16	Mayor	Traffic Safety Commission	6:00 p.m.	1st Wednesday of each	Council Chamber
17				month	
18	**COUNCIL SUBCOMMITTEES**				
19	Mayor	Economic Development Subcommittee		Generally 2nd Thurs. of each month	Council Chamber
20	Mayor	Finance Subcommittee		No established time/day	Training Room
21	Mayor	Public Safety Subcommittee	10:00 a.m.	Generally on a Monday of	Training Room
22				each month	
23	**INTER-AGENCIES**				
24	Mayor	*League of California Cities (LCC)*	6:00 p.m.	2nd Monday of odd	Varies
25		*Riverside County Division*		numbered month	
26	Mayor	*Riverside County Habitat*	10:00 a.m.	Quarterly, 3rd Thursday	County Admin Center
27		*Conservation Agency (RCHCA)*		Feb., May, Sept., Nov.	
28	Mayor	*Western Riverside County Regional*	12:30 p.m.	1st Monday of each	County Admin Center
29		*Conservation Authority (RCA)*		month	
30	Mayor	*School Districts/City Joint Task*	12:00 p.m. -	About every six weeks,	Conference and Rec
31		*Force*	1:00 p.m.		Center
32	Mayor	*March Joint Powers Commission*	8:30 a.m.	3rd Wed. of each month	JPA Conference Center
33		*(MJPC)*	8:30 a.m.	1st Wed. of each month	JPA Conference Center
34				Study Session	
35	MJPA	Operations Assurance Task Force		Will meet as needed	
36	Mayor	*Riverside Transit Agency (RTA)*	2:00 p.m.	4th Thursday of each	RTA Office
37				month	
38	RTA	RTA Operations Committee	1:00 p.m.	1st Wednesday of each	RTA Office
39				month	
40	RTA	RTA Transportation NOW (T-NOW)	11:30 a.m.	3rd Thursday of each	Council Chamber
41				month	

MV00212477

	F	G
1		
2	**Meeting Address**	**Stipend**
3		
4	14075 Frederick Street	N/A
5	Moreno Valley	
6	14177 Frederick Street	N/A
7	Moreno Valley	
8	14075 Frederick Street	N/A
9	Moreno Valley	
10	25048 Alessandro Blvd.	N/A
11	Moreno Valley	
12	14075 Frederick Street	N/A
13	Moreno Valley	
14	25075 Fir Avenue	N/A
15	Moreno Valley	
16	14177 Frederick Street	N/A
17	Moreno Valley	
18		
19	14177 Frederick Street	N/A
20	14177 Frederick Street	N/A
21	14177 Frederick Street	N/A
22		
23		
24	Varies	N/A
25		
26	Board Chamber, Riverside	$100 per meeting
27		
28	4080 Lemon St., 1st Floor	$100 per meeting
29	Board Chamber, Riverside	Mileage @ IRS rate
30	14075 Frederick Street	N/A
31	Moreno Valley	
32	23533 Meyer Drive, Riverside	$100 per meeting
33	23533 Meyer Drive, Riverside	$100 per meeting
34		
35		$100 per meeting
36	1825 3rd Street, Riverside	$150 per day
37		$600 cap per month
38	1825 3rd Street, Riverside	$150 per day
39		$600 cap per month
40	14177 Frederick Street	$150 per day
41	Moreno Valley	$600 cap per month

	A	B	C	D	E
42	**2013 MEETING SCHEDULE**				
43	**Appointing Authority**	**Committee**	**Meeting Time**	**Meeting Schedule**	**Meeting Location**
44	**INTER-AGENCIES (cont.)**				
45	Mayor	*Riverside County Transportation*	9:30 a.m.	2nd Wednesday of each	County Admin Center
46		*Commission (RCTC)*		month	
47	RCTC	Mobile Source Air Pollution Reduction	2:00 p.m.	3rd Thursday of each	SCAQMD Headquarters
48		Review Committee (MSRC)		month	
49	RCTC	RCTC Metrolink Briefings	9:30 a.m.	Wed. prior to SCRRA	County Admin Center
50				meeting, 4th Fri. of month	
51	RCTC	RCTC Programs and Projects	1:30 p.m.	4th Monday of each	County Admin Center
52				month	
53	RCTC	Southern California Regional Rail	10:00 a.m.	4th Friday of each month	SCAG Offices
54		Authority (SCRRA) Board			
55	RCTC	Southern California Regional Rail	10:00 a.m.	2nd Friday of each month	SCRRA Offices
56		Authority (SCRRA) Committee			
57	Mayor	*Western Riverside Council of*	2:00 p.m.	1st Monday of each	County Admin Center
58		*Governments Executive Committee*		month	
59		*(WRCOG)*			
60	WRCOG	Administrative & Finance Subcommittee	12:00 p.m.	2nd Wednesday of each	County Admin Center
61				month	
62	WRCOG	Southern California Association of	8:30 a.m. -	3rd Tuesday of each	SCAG Offices
63		Governments (SCAG) Membership	10:30 a.m.	month prior to Regional	
64		and Communication Subcommittee		Council	
65	WRCOG	Southern California Association of	10:00 a.m. -	1st Thursday of each	SCAG Offices
66		Governments (SCAG) Community,	12:00 p.m.	month	
67		Economic, and Human Dev. (CEHD)			
68	WRCOG	Southern California Association of	12:15p.m. -	1st Thursday of each	SCAG Offices
69		Governments (SCAG) Regional	2:00 p.m.	month	
70		Council			
71	WRCOG	Southern California Association of	10:00 a.m. -	1st Thursday of each	SCAG Offices
72		Governments (SCAG) Transportation	12:00 p.m.	month	
73		Committee (TC)			
74	County of Riverside	Airport Land Use Commission (ALUC)	9:00 a.m. -	2nd Thursday of each	County Admin Center
75			11:00 a.m.	month	
76					
77	**SUBCOMMITTEES**				
78		Moreno Valley Chamber of Commerce	7:30 a.m.	2nd Friday of each month	Brandon's Diner
79		Legislative Action Committee			
80		Riverside Housing Development	No Regular	Meet approximately three	
81		Corporation (RHDC) Board	Meeting	times a year	

	F	G
42		
43	**Meeting Address**	**Stipend**
44		
45	4080 Lemon St., 1st Floor	$100 per day, 4
46	Board Chambers, Riverside	days a month max
47	21885 E. Copley Dr., Conf.	$100 per day, 4
48	Room CC8, Diamond Bar	days a month max
49	4080 Lemon St, 3rd Floor,	$100 per day, 4
50	Riverside (Or Teleconference)	days a month max
51	4080 Lemon St., 1st Floor,	$100 per day, 4
52	Board Chambers, Riverside	days a month max
53	818 W. 7th St., 12th Floor	$100 per day, 4
54	Los Angeles	days a month max
55	700 S. Flower, Suite 2600	$100 per day, 4
56	Los Angeles	days a month max
57	4080 Lemon Street,	$150 per meeting
58	1st Floor Board Chambers,	
59	Riverside	
60	4080 Lemon St., 4th Floor,	$150 per meeting
61	Conf. Room A, Riverside	
62	818 West 7th Street,	$120 per day, cap
63	Riverside B Room,	of 8 meetings per
64	Los Angeles	month
65	818 West 7th Street,	$120 per day, cap
66	Los Angeles	of 8 meetings per
67		month
68	818 West 7th Street,	$120 per day, cap
69	San Bernardino Room,	of 8 meetings per
70	Los Angeles	month
71	818 West 7th Street,	$120 per day, cap
72	San Bernardino Room,	of 8 meetings per
73	Los Angeles	month
74	County Administration Center	$150 per day
75	4080 Lemon Street	
76	Board Room - 1st Floor	
77		
78	24626 Sunnymead Blvd.	N/A
79	Moreno Valley	
80	4250 Brockton Avenue	TBA
81	Riverside	

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: August 27, 2013

TITLE: DISCUSSION AND APPOINTMENT REGARDING MAYOR PRO TEM POSITION

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Select a Council Member to serve as Mayor Pro Tem for the remainder of the unexpired term.

SUMMARY

The City Council's Rules of Procedure provide that the City Council meet annually at its first regular meeting in December of each year to choose one of its number as Mayor Pro Tem. Due to the resignation of the Council Member serving as Mayor Pro Tem on August 13, 2013, the City Council may appoint a Mayor Pro Tem to fill the vacancy.

Section 4.2.3 of the Rules of Procedure provides that nominations for the office of Mayor Pro Tem may be made by any member of the City Council and need not be seconded in order to be effective. Each selection shall be by three or more affirmative votes. In the event that no person receives three or more votes in the selection process for the office, the selection process shall be repeated immediately; provided, however, that the two persons receiving the highest number of votes in the preceding selection process shall be the only nominees for the office to be filled. If, upon repeating the selection process for Mayor Pro Tem, no person has yet received three affirmative votes for such office, the City Council may either repeat the selection process until the officer has been duly selected or may continue the selection to the next regular meeting of the City Council.

Voting in the selection of Mayor Pro Tem shall be by written ballot unless the City Council, by three or more affirmative votes, determines to conduct the selection process by voice vote. If conducted by written ballot, the vote of each Council Member shall remain undisclosed until all votes have been cast and have been lodged with the City Clerk. The City Clerk shall then read aloud into the minutes of the City Council the identity of the voting Council Member and the name of the person for whom such person is voting. The written ballots shall be public documents and shall be retained in the records of the City Council. The Standard Code of Parliamentary Procedure shall apply to resolve any question of procedure arising during the selection process, which is not governed by Section 4.2 of the City Council Rules of Procedure.

The new appointed Mayor Pro Tem shall serve until the next meeting scheduled for selection of Mayor Pro Tem, pursuant to Section 4.2 of City Council's Rules of Procedure.

ALTERNATIVES

1. Conduct the appointment by selecting a new Mayor Pro Tem.

2. Continue the selection to the next regular meeting of the City Council if upon repeating the selection process, no person receives three affirmative votes for Mayor Pro Tem.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

ATTACHMENTS

None

Prepared By:
Jane Halstead
City Clerk, CMC

Department Head Approval:
Jane Halstead
City Clerk, CMC

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: August 27, 2013 (Continued from June 25, 2013)

TITLE: APPOINTMENTS TO THE CITY COUNCIL ADVISORY BOARDS AND COMMISSIONS

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Extend the expiring August 31, 2013 terms of the current City Council Advisory Board and Commission members to October 31, 2013 to allow additional time for recruitment.

SUMMARY

At the June 25, 2013, the City Council continued appointments to various advisory boards and commissions to the August 27, 2013 City Council meeting and extended June 30, 2013 expiring terms to August 31, 2013. Applications were accepted by the City Clerk's Office to fill vacancies for the various City Council Boards and Commissions, with certain terms expiring June 30, 2013. An insufficient number of applications were received to fill the vacancies.

Members with expiring terms were notified and advised of the need to submit a new application to be considered for reappointment. Appropriate time frames with respect to posting notices of vacancies were followed.

As provided in the City's Municipal Code, the appointees will serve without compensation for designated terms.

Staff recommends extending the August 31, 2013 expiring terms of the current board and commission members to October 31, 2013 to allow additional time for recruitment

to fill vacancies. Staff recommends extending the deadline to submit applications to Monday, September 30, 2013.

The commissions, boards, applicants, and vacancies are as follows:

ACCESSIBILITY APPEALS BOARD
Two (2) terms expiring June 30, 2016
Physically Challenge Representative

One (1) term expiring June 30, 2015
Public Representative

One (1) term expiring June 30, 2014
Construction Representative

Applicants:
L. Lawrence Baird *
Mary Mc Bean

ARTS COMMISSION
One (1) term expiring June 30, 2016
One (1) term expiring June 30, 2015

Applicants:
Stephen "Steve" Healton
Clarence Robert Hogan
Eric von Mizener *
Saifur R. Osmani ***

ENVIRONMENTAL AND HISTORICAL PRESERVATION BOARD
Three (3) terms expiring June 30, 2016

Applicants:
Jan L. Beyers *
Reese McClure *
Naeem Qureshi *

LIBRARY COMMISSION
Two (2) terms expiring June 30, 2016
Two (2) terms expiring June 30, 2015

Applicants:
Christine A. Duchene
David Namazi **

PARKS AND RECREATION COMMISSION
Three (3) terms expiring June 30, 2016

Applicants:
James C. Baker II *
Juanita Maria Barnes *
Virgil Chancy*
Saifur R. Osmani **/***

RECREATIONAL TRAILS BOARD
Three (3) terms expiring June 30, 2016

Applicants:
Carolyn D. Bailey
Manzell Baskerville *
Kim M. Nelson *

SENIOR CITIZENS' BOARD
Three (3) terms expiring June 30, 2016
One (1) term expiring June 30, 2015
Two (2) terms expiring June 30, 2014

Applicants:
Sara W. Anderson *
Maria D. Davis **
Vonzetta Fielding *
Linda D. Moore **
Delanna Towsend *

TRAFFIC SAFETY COMMISSION
Two (2) terms expiring June 30, 2016
One (1) term expiring June 30, 2014

Applicants:
Miguel Arciniega *
Shor Denny
Denise Fleming
Thomas D. Hines
Alvin C. Horn
Thomas Ketcham
Lori Nickel

*Incumbent
** Was not able to attend at least one meeting prior appointment
*** Applied for more than one board/commission

ALTERNATIVES

1. Extend the expiring August 31, 2013 terms of the current board and commission members to October 31, 2013 to allow time for additional recruitment.

2. Do not extend the expiring June 30, 2013 terms of the current board and commission members (staff doesn't recommend this option).

NOTIFICATION

1. Publication of the agenda

2. Report and agenda mailed to applicants

ATTACHMENTS

None

Prepared By:
Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval:
Jane Halstead
City Clerk, CMC

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

AGENDA

CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

August 27, 2013

SPECIAL PRESENTATIONS – 5:30 P.M.
REGULAR MEETING – 6:00 P.M.

City Council Study Sessions
First & Third Tuesdays of each month – 6:00 p.m.
City Council Meetings
Second & Fourth Tuesdays of each month – 6:00 p.m.
City Council Closed Sessions
Immediately following Regular City Council Meetings and Study Sessions, unless no Closed Session Items are Scheduled

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3705 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Tom Owings, Mayor

_____, Mayor Pro Tem
Jesse L. Molina, Council Member
Richard A. Stewart, Council Member
Victoria Baca, Council Member

MV00212487

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
August 27, 2013

CALL TO ORDER – 5:30 PM

SPECIAL PRESENTATIONS

1. Recognition of 2013 Summer Reading Program Super Readers, by Moreno Valley Friends of the Library

2. Proclamation Recognizing National Preparedness Month - September 2013

AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
AND THE BOARD OF LIBRARY TRUSTEES

THE CITY COUNCIL RECEIVES A SEPARATE STIPEND FOR CSD MEETINGS

REGULAR MEETING - 6:00 PM
AUGUST 27, 2013

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION

Captain Julius Murphy - The Salvation Army - Moreno Valley Corps

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority or the Board of Library Trustees requests that an item be removed for separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF JULY 9, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

A.4 AUTHORIZE SUBMISSION OF GRANT FUNDING APPLICATIONS FOR RIVERSIDE COUNTY TRANSPORTATION COMMISSION'S MULTI-FUNDING CALL FOR PROJECTS AND APPROVE RESOLUTION 2013-65 (Report of: Public Works Department)

Recommendations
1. Authorize the submittal of grant applications for the Riverside County Transportation Commission's (RCTC) Multi-funding Call for Projects.

2. Approve Resolution No. 2013-65. A Resolution of the City Council of the City of Moreno Valley, California indicating the City's commitment to provide a funding match for projects selected as a part of the RCTC Multi-funding Call for Projects. Resolution No. 2013-65, a Resolution of the City Council of the City of Moreno Valley, California, authorizing the submittal of applications for the RCTC Multi-Funding Call for Projects and Matching Fund Commitment

A.5 AWARD THE PURCHASE OF EMERGENCY VEHICLE PRE-EMPTION EQUIPMENT TO GLOBAL TRAFFIC TECHNOLOGIES FOR RETROFITTING 117 EXISTING SIGNALIZED INTERSECTIONS—PROJECT NO. 808 0010 70 76 (Report of: Public Works Department)

Recommendations

1. Award the purchase of Emergency Vehicle Pre-emption systems for Project No. 808 0010 70 76 to Global Traffic Technologies.

2. Authorize the Purchasing & Facilities Division Manager to execute a Purchase Order to Global Traffic Technologies, in the amount of $319,062.39 ($282,356.10 for the bid amount, plus sales tax and 5% contingency) - Account No. 3302-70-76-80008-660310).

A.6 APPROVAL OF PAYMENT REGISTER FOR MAY, 2013 (Report of: Financial & Management Services Department)

Recommendation:

1. Adopt Resolution No. 2013-66, approving the Payment Register for the month of May, 2013 in the amount of $12,527,069.50. Resolution No. 2013-66, A Resolution of the City Council of the City of Moreno Valley, California, Approving the Payment Register for the Month of May, 2013.

A.7 APPROVAL OF PAYMENT REGISTER FOR JUNE, 2013 (Report of: Financial & Management Services Department)

Recommendation:

1. Adopt Resolution No. 2013-67, approving the Payment Register for the month of June, 2013 in the amount of $22,008,214.83. A Resolution of the City Council of the City of Moreno Valley, California Approving the Payment Register for the Month of June, 2013.

A.8 RECEIPT OF QUARTERLY INVESTMENT REPORT – QUARTER ENDED JUNE 30, 2013 (Report of: Financial & Management Services Department)

Recommendation:

1. Receive and file the Quarterly Investment Report, in compliance with the City's Investment Policy.

A.9 ADOPT RESOLUTION NO. 2013-68 APPROVING THE RELOCATION PLAN FOR ELIGIBLE OCCUPANTS OF A SINGLE FAMILY RESIDENCE LOCATED AT 13597 NASON STREET (APN 487-470-017) FOR THE NASON STREET FROM CACTUS AVENUE TO FIR AVENUE STREET IMPROVEMENT PROJECT – PROJECT NO. 801 0001 70 77
(Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2013-68. A Resolution of the City Council of the City of Moreno Valley, California approving the Relocation Plan for eligible occupants of a single family residence located at 13597 Nason Street (APN: 487-470-017). Resolution No. 2013-68, a Resolution of the City Council of the City of Moreno Valley, California, Approving the Relocation Plan for Eligible Occupants of a single family residence located at 13597 Nason Street (APN 487-470-017) for the Nason Street from Cactus Avenue to Fir Avenue Street Improvement Project – Project No. 801 0001 70 77.

A.10 RIGHT OF WAY EASEMENTS (APNS 487-470-023 AND 487-470-026) AND DRAINAGE EASEMENT (APN 487-470-023) FOR THE NASON STREET FROM CACTUS AVENUE TO FIR AVENUE STREET IMPROVEMENT PROJECT - PROJECT NO. 801 0001 70 77 (Report of: Public Works Department)

Recommendations

1. Adopt Resolution No. 2013-69. A Resolution of the City Council of the City of Moreno Valley, California, granting a roadway easement on City owned parcels fronting the west side of Nason Street between Alessandro Boulevard and Cottonwood Avenue known as Assessor Parcel Numbers 487-470-023 and 487-470-026.

2. Authorize the granting of roadway easements for the City owned parcels known as Assessor Parcel Numbers 487-470-023 and 487-470-026.

3. Direct the City Clerk to forward the Resolution to the Mayor for execution and the roadway Easement Deeds to the Public Works Director/City Engineer for execution and to forward the documents to the County Recorder's office for recordation for Assessor Parcel Numbers 487-470-023 and 487-470-026.

4. Adopt Resolution No. 2013-70. A Resolution of the City Council of the City of Moreno Valley, California, granting a drainage easement on a City owned parcel on the northwest corner of Alessandro Boulevard and Nason Street known as Assessor Parcel Number 487-470-023.

5. Authorize the granting of a drainage easement for the City owned parcel known as Assessor Parcel Number 487-470-023.

6. Direct the City Clerk to forward the Resolution for Assessor Parcel

Number 487-470-023 to the Mayor for execution and the Drainage Easement to the Public Works Director/City Engineer for execution and to forward the documents to the County Recorder's office for recordation for Assessor Parcel Number 487-470-023.

A.11 APPROVE BIO-TOX LABORATORIES PURCHASE ORDER FOR $125,000 (Report of: Police Department)

Recommendation:

1. Authorize the Moreno Valley Police Department to execute a Purchase Order to Bio-Tox Laboratories, 1965 Chicago Ave. #C, Riverside, CA 92507, for $125,000 (Account No. 1010-60-65-40010-625099)

A.12 PA07-0080 (PM 35672) – APPROVE PARCEL MAP AND ACCEPT THE AGREEMENT AND SECURITY FOR PUBLIC IMPROVEMENTS (Report of: Public Works Department)

Recommendations

1. Approve Parcel Map 35672 and authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

2. Accept the Agreement and Security for Public Improvements.

3. Authorize the Mayor to execute the Agreement.

4. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.

5. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

A.13 PA13-0012 – APPROVAL OF PROPOSED RESOLUTION FOR THE VACATION OF A PORTION OF JOY STREET FROM CACTUS AVENUE TO BRODIAEA AVENUE (Report of: Public Works Department)

Recommendations

1. Adopt the Resolution No. 2013-71. A Resolution of the City Council of the City of Moreno Valley, California, ordering the vacation of a portion of Joy Street from Cactus Avenue to Brodiaea Avenue.

2. Direct the City Clerk to certify said resolution and transmit a copy of the resolution to the County Recorder's office for recording.

A.14 RECOMMENDATION TO ESTABLISH THE CLASSIFICATION OF RECYCLING SPECIALIST IN THE PUBLIC WORKS DEPARTMENT (Report of: Administrative Services Department)

Recommendation:

1. Adopt the new position, class specification and salary range of the Recycling Specialist in the Public Works Department.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF JULY 9, 2013 (Report of: City Clerk's Department)

Recommendation:

1. Approve as submitted.

B.3 REPLACEMENT OF PLAY STRUCTURES AND PLAYGROUND SURFACING AT FAIRWAY PARK, EL POTRERO PARK, AND WESTBLUFF PARK (Report of: Parks & Community Services Department)

Recommendations

1. Award Purchase Order to Miracle Recreation Equipment Company, 8445 Solution Center, Chicago, IL 60677-8004 for material and labor to replace play structures and playground surfacing at Fairway Park, El Potrero Park, and Westbluff Park.

2. Authorize the Purchasing Manager to execute a purchase order in an amount not to exceed $381,928.11 as appropriated in FY13/14, in GL account 3006-50-57-80007-720199, project number 807 0004 50 57 3006Q.

3. Authorize the issuance of a Purchase Order to Miracle Recreation Equipment Company, in the amount of $381,928.11 ($356,928.11 for the bid amount plus 7% contingency) when the contract has been signed by all parties.

4. Authorize the Parks and Community Services Director to execute any subsequent change orders to the contract with Miracle Recreation Equipment Company, up to but not to exceed the Purchase Order contingency of $25,000 subject to the approval of the City Attorney.

5. Authorize the Parks and Community Services Director to accept the

improvements into the Community Services District's maintained system upon acceptance of the improvements as complete.

B.4 AMEND THE CONTRACT WITH THINK TOGETHER, INC., TO OPERATE DAY-TO-DAY ACTIVITIES AND FUNCTIONS INVOLVING THE CITY'S AFTER SCHOOL EDUCATION AND SAFETY (ASES) GRANT PROGRAM FOR FISCAL YEAR 2013-14 THROUGH FISCAL YEAR 2015-16 (Report of: Parks & Community Services Department)

Recommendations

1. Authorize the City Manager to amend the contract entered into with THINK Together, Inc., on April 26, 2011, to operate day-to-day activities and functions of the City's Prop 49 state-funded ASES after school grant program, as outlined within this document.

2. Authorize the additional revenue and expense budgets in the ASES Program Grant Fund (Fund 2202) for the ASES Grant Program in the amount of $520,050, respectively, upon approval of the contract amendment with THINK Together, Inc.

B.5 ACCEPTANCE OF GRANT MONIES FROM THE CALIFORNIA DEPARTMENT OF EDUCATION, CHILD DEVELOPMENT SERVICES, FOR CHILD CARE SERVICES AND ADOPTION OF THE RESOLUTION TO CERTIFY THE APPROVAL OF THE GOVERNING BOARD (Report of: Parks & Community Services Department)

Recommendations

1. Authorize the acceptance of grant money in the amount of $547,461 for Fiscal Year (FY) 2013/2014 from the California Department of Education, Child Development Division, for the purpose of providing school age child care and development services.

2. Adopt Resolution No. CSD 2013-16. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, certifying the approval of the governing board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel, to sign contract documents for FY 2013/2014.

B.6 SECOND EXTENSION OF THE AGREEMENT – PROJECT NO. 2011 TREE TRIM/REMOVAL MAINTENANCE (Report of: Financial & Management Services Department)

Recommendations

1. Approve the Second Extension of the Agreement ("Second Extension

Agreement") for Project No. 2011, Tree Trim/Removal Services, with West Coast Arborists, Inc., 2200 E. Burton Street, Anaheim, CA 92806 for tree trimming and removal services within Community Services District (CSD) zones D, E-1, E-1A, E-2, E-3, E-4, E-7, E-8, E-12, E-14, E-15, E-16, M and S.

2. Authorize the City Manager to execute the Second Extension Agreement for tree trimming/removal services with West Coast Arborists, Inc.

3. Authorize the issuance of a purchase order for services beginning September 1, 2013 to West Coast Arborists, Inc., in the not-to-exceed (NTE) amount of $97,050.00. This amount includes $82,705.00 for base and $14,345.00 for additional work.

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, within Council approved annual budgeted amounts, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF JULY 9, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF JULY 9, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

E. PUBLIC HEARINGS - None

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

G. REPORTS

G.1 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 291-650-011 BALLOTING FOR NPDES (Report of: Financial & Management Services Department)

Recommendations That the City Council:

1. Accept public comments regarding the mail ballot proceeding for Assessor Parcel Number (APN) 291-650-011 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.

G.2 MONTHLY REPORT: MORENO VALLEY ANIMAL SHELTER ADOPTION RATE (Report of: Administrative Services Department)

Recommendations That the City Council:

1. Receive and file the Monthly Report: Moreno Valley Animal Shelter Adoption Rate for the periods of May 1, 2013 to May 31, 2013 and June 1, 2013 to June 30, 2013.

G.3 APPOINT A VOTING DELEGATE AND ALTERNATE DELEGATES FOR THE LEAGUE OF CALIFORNIA CITIES (LCC) 2013 ANNUAL CONFERENCE BUSINESS MEETING (Report of: City Clerk Department)

Recommendations That the City Council:

1. Appoint a voting delegate, and first and second alternate delegates for the League of California Cities (LCC) 2013 Annual Conference business meeting.

G.4 2013 COUNCIL COMMITTEE PARTICIPATION APPOINTMENTS TO VACANT POSITIONS (Report of: City Clerk Department)

Recommendations That the City Council:

1. Appoint Council Member Victoria Baca to serve as the City of Moreno Valley's representative on the March Joint Powers Commission (MJPC).

2. Appoint Council Member Jesse L. Molina to serve as the City of Moreno Valley's alternate representative on the Riverside County Transportation Commission (RCTC).

3. Appoint Council Member Victoria Baca to serve as the City of Moreno Valley's alternate representative on the Riverside Transit Agency (RTA).

4. Appoint Council Member Jesse L. Molina to serve as the City of Moreno Valley's alternate representative on the Western Riverside Council of Governments (WRCOG).

5. Appoint Council Member Jesse L. Molina to serve on the City of Moreno Valley's Economic Development Subcommittee.

6. Appoint Council Member Jesse L. Molina to serve on the City of Moreno Valley's Finance Subcommittee.

7. Appoint Council Member Victoria Baca to serve as the alternate on the City of Moreno Valley's Public Safety Subcommittee.

G.5 DISCUSSION AND APPOINTMENT REGARDING MAYOR PRO TEM POSITION (Report of: City Clerk Department)

Recommendations That the City Council:

1. Select a Council Member to serve as Mayor Pro Tem for the remainder of the unexpired term.

G.6 APPOINTMENTS TO THE CITY COUNCIL ADVISORY BOARDS AND COMMISSIONS (Report of: City Clerk's Department)

Recommendations That the City Council:

1. Extend the expiring August 31, 2013 terms of the current City Council Advisory Board and Commission members to October 31, 2013 to allow additional time for recruitment.

G.7 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

G.8 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/City as Successor Agency for the Community Redevelopment Agency/Housing Authority or Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF SECTION 54956.9

Number of Cases: 5

2 SECTION 54956.9(d)(4) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

ADJOURNMENT

CERTIFICATION

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, certify that the City Council Agenda was posted in the following places pursuant to City of Moreno Valley Resolution No. 2007-40:

City Hall, City of Moreno Valley
14177 Frederick Street

AGENDA
August 27, 2013

MV00212500

Moreno Valley Library
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center
25075 Fir Avenue

Jane Halstead, CMC,
City Clerk

Date Posted: 8/21/2013

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MV00212502

MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
July 9, 2013

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Presentation of 4th of July Parade Awards

2. Business Spotlight
   a) Fix Auto Moreno Valley
   b) Estates, Furniture, Cabinets & Flooring

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:00 PM
July 9, 2013

CALL TO ORDER

The Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority and the Board of Library Trustees was called to order at 6:08 p.m. by Mayor Tom Owings in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Frank Wright

INVOCATION - Dr. Janet Wallace - Agape Fellowship

ROLL CALL

Council:

Tom Owings	Mayor
Marcelo Co	Mayor Pro Tem
Victoria Baca	Council Member
Jesse L. Molina	Council Member
Richard A. Stewart	Council Member

Staff:

Jane Halstead	City Clerk
Kathy Gross	Executive Assistant
Richard Teichert	Chief Financial Officer/City Treasurer
Suzanne Bryant	City Attorney
Michelle Dawson	City Manager
Joel Ontiveros	Police Chief
Abdul Ahmad	Fire Chief
Ahmad Ansari	Public Works Director

Tom DeSantis	Assistant City Manager
Mike McCarty	Parks & Community Services Director
John Terell	Interim Community and Economic Development Director

City Attorney, Suzanne Bryant, stated an issue has arisen that necessitates that a matter listed on the agenda under Closed Session be taken out of order. If the Council votes to go into Closed Session now, we will be discussing one item under Significant Exposure to Litigation pursuant to Government Code Section 54956.9 as listed on the agenda. A vote is needed to go into Closed Session now. No reportable action is anticipated. The other items listed on the Closed Session agenda will be discussed after the regular part of the meeting.

Motion to Approve discussing one item out of order listed on the Closed Session under Signficant Exposure to Litigation Pursuant to Government Code Section 54956.9 by m/Mayor Pro Tem Marcelo Co, s/Council Member Richard A. Stewart

Approved by a vote of 5-0.

Adjourned to Closed Session at 6:16 p.m.

Reconvened from Closed Session at 6:22 p.m. There was no reportable action at this time.

PUBLIC COMMENTS **ON ANY SUBJECT NOT ON THE AGENDA** UNDER THE JURISDICTION OF THE CITY COUNCIL

Mary Anne Gonzales

1. Development Growth
2. Negative Environment

Connie Pat

1. New resident with concerns
2. Negative comments against council

Danny Morales

1. Democracy

2. Recalls

3. Supports Council Member Victoria Baca and Jesse Molina

Raquel C.

1. Thank you for keeping the Morrison Park Fire Station

Louise Palomarez

1. 4th of July event, was a great concert and compliments to Parks & Community Services Director Mike McCarty

Chris Baca

1. Commends the City on the 4th of July event

2. Immigration Reform

Betty Masters

1. World Logistics Center (Opposed)

Tom Thornsley

1. World Logistics Center

2. Upcoming meeting will be held at Moreno Valley High School on July 13th from 10 a.m. - 12 p.m. to discuss the impacts of these types of warehouses.

3. Speaker Slips

Nicolas Gomez

1. Immigration Reform

Robert Palomarez

1. 4th of July was a blast and Parks & Community Services Director Mike McCarty did a great job.

Susan Owings

1. Public Safety costs

2. March Joint Powers Authority

Frank Wright

1. City Administration

Debra Craig

1. Recall

Alicia Espinoza

1. Recall

Curtis Gardner

1. Jobs

Craig Givens

1. March Joint Powers
2. Warehouses

Veronica Landaverde

1. Immigration Reform

Deanna Reeder

1. 4th of July event was great
2. Community Awareness Meeting
3. Speakers being interrupted/discriminated
4. Recall
5. Lawsuit mentioned

Tom Jerele Sr.

1. MVTV-3 congratulations on Emmy Nomination
2. Crossing Guard Continuation
3. 4th of July event
4. Recall

Scott Heveran

1. Speakers

Valerie Perris

1. New Resident
2. Medical Corridor

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, MORENO VALLEY HOUSING AUTHORITY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Tom Owings opened the agenda items for the Consent Calendars for public comments, which were received from Chris Baca (A.4), Jeff Giba (B.3, Supports), Deanna Reeder (A.7, A.9 (Opposed) and A.11), Scott Heveran (A.6), Marcia Amino (A.9, A.19), Susan Gilchrist (A.9, A.17), Craig Givens (A.4), Tom Thornsley (A.9), and Louise Palomarez (A.4).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF JUNE 25, 2013 (Report of: City Clerk's Department)

Recommendation:
Approved as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
Approved as submitted.

A.4 REQUEST TO CONDUCT A FULL ROAD CLOSURE OF GILMAN SPRINGS ROAD IN SUPPORT OF RIVERSIDE COUNTY RECONSTRUCTION PROJECT
(Report of: Public Works Department)

Recommendations

1. Authorize a full road closure of Gilman Springs Road from SR60 to approximately 1.7 miles southerly of Alessandro Boulevard from September 15, 2013 to November 15, 2013.

2. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

A.5 ANNUAL STATEMENT OF INVESTMENT POLICY
(Report of: Financial & Management Services Department)

Recommendation:
Adopt the Annual Statement of Investment Policy

A.6 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY
(Report of: Public Works Department)

Recommendations
Approve Resolution No. 2013-48 amending the Electric Rates for Moreno Valley Utility. A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates, and Electric Service Rules, Fees, and Charges for Moreno Valley Utility.

A.7 AGREEMENT FOR ON-CALL LEGAL SERVICES
(Report of: City Attorney Department)

Recommendations
1. Approve and authorize the City Attorney to execute the Agreement for On-Call Legal Services with Meyers Nave.

2. Authorize the City Attorney to execute subsequent extensions or amendments subject to budget constraints and approvals.

A.8 APPROVE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF RIVERSIDE OFFICE OF EMERGENCY MANAGEMENT REGARDING URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDING FOR FEDERAL FISCAL YEAR 2011
(Report of: Fire Department)

Recommendations
1. Adopt Resolution No. 2013-62 of the City of Moreno Valley, California, approving the Memorandum of Understanding with the City of Riverside Office of Emergency Management regarding the Urban Area Security Initiative (UASI) grant funding for Federal Fiscal Year 2011. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the City to Enter into a Memorandum of Understanding With the City of Riverside Office of Emergency Management Regarding Urban Area Security Initiative (UASI) Grant Funding for Federal Fiscal Year 2011.

2. Authorize the allocation of $8,000 for expenditures related to the UASI grant funding for Federal Fiscal Year 2011 not to exceed the amount of grant award.

3. Authorize the City Manager or her designee to execute the Certificate of Non-Supplanting.

4. Authorize the City Manager or her designee to execute the Riverside Urban Area Security Initiative Certification Regarding Debarment, Suspension, and other Responsibility Matters.

5. Authorize the City Manager or her designee to execute the California Emergency Management Agency Fiscal Year (FY) 2011 Grant Assurances.

6. Accept the grant award from the City of Riverside Office of Emergency Management regarding the Urban Area Security Initiative (UASI) grant funding for Federal Fiscal Year 2011.

A.9 AUTHORIZATION TO AWARD AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES TO RBF CONSULTING FOR THE STATE ROUTE 60/THEODORE STREET INTERCHANGE IMPROVEMENTS - PROJECT NO. 801 0052 70 77
(Report of: Public Works Department)

Recommendations

1. Approve the Agreement for Professional Consultant Services with RBF Consulting, 3300 East Guasti Road, Suite 100, Ontario, CA 91761, to provide design services for a total contract not to exceed $1,750,183.

2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with RBF Consulting.

3. Authorize the issuance of a Purchase Order with RBF Consulting totaling $1,750,183 when the Agreement has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent related amendments to the Agreement for Professional Consultant Services with RBF Consulting, not to exceed the Purchase Order amount, subject to the approval by the City Attorney.

5. Authorize the re-appropriation of $2,000,000 in realized project savings from the Cactus Avenue/Nason Street Improvement project

to the SR-60/Theodore Street Interchange Improvements project.

A.10 AUTHORIZATION OF GRANT APPLICATION SUBMITTALS FOR CYCLE 6 OF THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)
(Report of: Public Works Department)

Recommendation:
Authorize the submittal of grant applications for Cycle 6 of the Highway Safety Improvement Program (HSIP).

A.11 AUTHORIZATION OF ANNUAL TECHNOLOGY SOFTWARE AND HARDWARE MAINTENANCE PAYMENTS AND WAIVING FORMAL BIDDING AND INSURANCE REQUIREMENTS FOR THESE PAYMENTS
(Report of: Financial & Management Services Department)

Recommendations

1. Waive the formal bidding requirements for technology annual maintenance payments.

2. Waive the insurance requirements for technology annual maintenance payments.

3. Authorize the City Manager to make technology annual maintenance payments to various vendors for an aggregate amount not-to-exceed $850,069 during Fiscal Year 2013-14 according to the schedule.

A.12 ACCEPTANCE OF DONATION IN THE AMOUNT OF $12,214 BY THE MORENO VALLEY FRIENDS OF THE LIBRARY FOR THE MORENO VALLEY PUBLIC LIBRARY
(Report of: Administrative Services Department)

Recommendations

1. Accept a monetary donation from the Moreno Valley Friends of the Library in the amount of $12,214.

2. Authorize the increase of $12,214 to the Moreno Valley Library FY 2012-13 operating budget.

3. Renew the annual subscription to BookLetters, which supports the Library's page on the City web site.

A.13 AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH ALL-AMERICAN ASPHALT FOR SR-60/NASON STREET INTERCHANGE IMPROVEMENTS –
PROJECT NO. 801 0012 70 77
(Report of: Public Works Department)

Recommendations

1. Authorize a Change Order to increase the existing Purchase Order with All-American Asphalt, in the amount of $39,091 for the SR-60/Nason Street Interchange Improvements.

2. Authorize the City Manager to execute the Change Order to the Purchase Order for All-American Asphalt.

3. Authorize the Public Works Director/City Engineer to execute any subsequent Contract Change Orders to the construction contract with All-American Asphalt up to, but not exceeding, the new increased Purchase Order amount, subject to approval of the City Attorney.

4. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements, punch-list items, and Caltrans acceptance is completed by the Contractor.

5. Authorize the Public Works Director/City Engineer to record the Notice of Completion and accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

A.14 AGREEMENT FOR AUTOMATED LIBRARY SERVICES DURING FISCAL YEARS 2013/2014 THROUGH 2015/2016
(Report of: Administrative Services Department)

Recommendation:
Approve the Agreement for Automated Library Services between Riverside County Library System and the City of Moreno Valley, for the period July 1, 2013, through June 30, 2016.

A.15 APPROVAL OF PAYMENT REGISTER FOR APRIL, 2013
(Report of: Financial & Management Services Department)

Recommendation:
Adopt Resolution No. 2013-63, Approving the Payment Register for the month of April, 2013 in the amount of $17,065,756.74. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Payment Register for the Month of April, 2013.

A.16 AUTHORIZATION FOR THE MAYOR TO SIGN THE SECOND AMENDMENT TO THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE FOR THE RIVERSIDE SUPERIOR COURT CASE ENTITLED RADOS, ET AL. V. CITY OF MORENO VALLEY

(Report of: City Attorney Department)

Recommendation:
Staff recommends that the City Council authorize the Mayor to sign the Second Amendment to the Settlement Agreement in the case Rados, et al. v. City of Moreno Valley (Riverside Superior Court Case No. RIC 425623).

A.17 RESOLUTION TO APPROVE A CONDITIONAL COMMITMENT BY MEANS OF A SECOND AMENDMENT TO THE AFFORDABLE HOUSING AGREEMENT (HOME) BETWEEN THE CITY OF MORENO VALLEY AND MV HEMLOCK LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP
(Report of: Community & Economic Development Department)

Recommendation:
Adopt Resolution No. 2013-64, approving a Conditional Commitment by means of Second Amendment to the Affordable Housing Agreement, in the amount of $700,000, from the City's HOME entitlement funds, by and between the City of Moreno Valley and MV Hemlock LP, a California Limited Partnership. A Resolution of the City Council of the City of Moreno Valley Approving a Conditional Commitment by Means of Second Amendment to the Affordable Housing Agreement (Home) between the City and MV Hemlock Limited Partnership, A California Limited Partnership.

A.18 PA07-0080, PM 35672 – REQUEST TO CONDUCT A FULL ROAD CLOSURE OF INDIAN STREET FROM IRIS AVENUE TO KRAMERIA AVENUE AND IRIS AVENUE BETWEEN INDIAN AVENUE AND CONCORD WAY FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM AUGUST 12, 2013 – NOVEMBER 1, 2013
(Report of: Community & Economic Development Department)

Recommendations

1. Authorize a full road closure of Indian Street from Iris Avenue to Krameria Avenue and Iris Avenue between Indian Avenue and Concord Way for the construction of street improvements from August 12, 2013 – November 1, 2013.

2. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

A.19 APPROVE THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY, CITY OF RIVERSIDE, AND MJPA FOR THE COLLECTION AND EXPENDITURE OF FAIR SHARE TRAFFIC IMPACT MITIGATION FEES

(Report of: Public Works Department)

Recommendation:
Approve the Cooperative Agreement between the City of Moreno Valley, City of Riverside, and March Joint Powers Authority (MJPA) for the collection and expenditure of fair share impact mitigation fees for the Meridian Specific Plan located within the MJPA.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF JUNE 25, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

B.3 AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROJECT NO. E-2 (HIDDEN SPRINGS) MAINTENANCE OF PARKWAY, MEDIAN AND OPEN SPACE LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Agreement for Project No. E-2/13-14 (Hidden Springs) Maintenance of Parkway, Median and Open Space Landscaping and Irrigation with Mariposa Landscapes, Inc., 15529 Arrow Highway, Irwindale, CA 91706 for landscape maintenance services of the parkways, medians and paseos (open spaces).

2. Authorize the City Manager to execute the Agreement for Project No. E- 2/13-14 with Mariposa Landscapes, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Mariposa Landscapes, Inc. in the not–to-exceed (NTE) amount of $104,282.00 ($85,482.00 for base and $18,800.00 for additional work).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize associated purchase orders (P.O.s) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF JUNE 25, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF JUNE 25, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 by m/Mayor Pro Tem Marcelo Co, s/Council Member Victoria Baca

Approved by a vote of 5-0.

Motion to hear Item G.2 out of order by m/Council Member Victoria Baca, s/Council Member Richard A. Stewart

Approved by a vote of 5-0.

E. PUBLIC HEARINGS

E.1 PUBLIC HEARING TO CONSIDER FEE SCHEDULE FOR FISCAL YEAR 2013-14
(Report of: Financial & Management Services Department)

Recommendations That the City Council:

1. Conduct a Public Hearing to receive public input on the proposed Fee Schedule for Fiscal Year 2013-14.

2. Adopt Resolution No. 2013-25, approving the Fee Schedule for Fiscal Year 2013-14. A Resolution of the City Council of the City of Moreno Valley, California, Establishing Specified Fees for Various

Services for Fiscal Year 2013-14 and Repealing Prior Resolutions that may be in Conflict

Mayor Tom Owings opened the public testimony portion of the public hearing. Public testimony was received from Susan Gilchrist and Tom Thornsley.

Motion to Approve Recommendation No. 2; and hold a Study Session in September 2013 to review the Fee Schedule and to revise as needed by m/Council Member Victoria Baca, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

Recess;

Reconvened.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

a) Report by Council Member Council Member Jesse L. Molina on Riverside Transit Agency (RTA)

Council Member Jesse L. Molina reported that Riverside Transit Agency (RTA) has allowed disabled Veteran's that have the U.S. Department of Veteran's Affair issued photo I.D. cards to ride the senior and discounted fares. Free on all RTA fixed route buses to ride free. A hearing will take place in Murrieta on July 16th from 2-3 p.m. Your new bus passes can be used to travel to the Murrieta Town hall meeting to celebrate "Dump the Pump" day, which RTA will be joining other transit agencies giving out prizes and free bus passes. The Dump the Pump day is on July 15th.

Item G.2 was discussed after the conclusion of the Joint Consent Calendars.

G.2 AUTHORIZATION TO AWARD CONTRACT TO ALL CITY MANAGEMENT SERVICES FOR THE ADMINISTRATION OF THE CROSSING GUARD PROGRAM
(Report of: Public Works Department)

Recommendations That the City Council:

1. Authorize the Award of a Crossing Guard Services Contract to All City Management Services to provide adult crossing guard services within the City commencing with the start of the 2013/2014 school year in mid-August.

2. Authorize the City Manager to execute an agreement with All City Management Services.

3. Authorize the issuance of a Purchase Order to All City Management Services in the amount of $440,972 for the first year of the agreement and subsequent purchase orders as necessary to fund the four subsequent years of services in accordance with the terms of the agreement.

4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with All City Management Services, if needed, subject to the approval of the City Attorney.

Motion to pull this item 1) to revisit at the next mid-year budget; and 2) keep the current level of service until then (throughout the school year) by m/Council Member Victoria Baca, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

G.3 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

City Manager and Assistant City Manager Speak to Local Groups

I was honored to be the speaker at the July 2nd meeting at Adelante, the monthly meeting of the Moreno Valley Hispanic Chamber of Commerce. I appreciate the Hispanic Chamber Board for inviting me to speak. Today Assistant City Manager Assistant City Manager Tom DeSantis and I spoke to the Moreno Valley Noon Rotary. We enjoyed sharing information with these community stakeholders and ambassadors for the community.

Helen Putnam Award Judging

I served as a judge for the 2013 Helen Putnam Award for Excellence for the League of California Cities. The Helen Putnam Award for Excellence program was designed to recognize and promote the outstanding efforts and innovative solutions made by city governments each year. There are a total of 12 categories and I judged the 18 entries submitted in the Public Safety category. Winners will be announced at the League's Annual

Conference in September.

Executive Team Participates in League Events

On June 26th I participated in a luncheon meeting hosted by Riverside County League of California Cities representative Erin Sasse for the city managers in Riverside County. The purpose of the meeting was to engage the managers in participating in regularly scheduled meetings to discuss League initiatives and items of mutual interest. Given the size of the County, this group has not been very cohesive in years past. Last night Assistant City Manager Assistant City Manager Tom DeSantis, CFO Rick Teichert, and Public Works Director Public Works Director Ahmad Ansari attended the League's Riverside County Division General meeting. Hosted by the City of Banning, the featured speaker was Randall Lewis of the Lewis Group of Companies.

July 4th Parade

As promised, with the exception of Interim Community and Economic Development Director John Terell who was out of state, ALL of your Executive Management Team participated in the July 4th parade last week and had such a fun time. Thanks to Public Works Director Ahmad Ansari and Assistant City Manager Tom DeSantis for letting us use their classic vehicles, and thank you to all of the residents lining the parade route. We enjoyed celebrating our nation's birthday with our residents and promise to participate each year as we all enjoyed ourselves very much.

Movies in the Park

This Thursday night's installment of the free movies in the park series features Kung Fu Panda 2. Bring your lawn chair, blanket, dinner, and family to the CRC, film starts at dusk.

G.4 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

The case "Sierra Club and Residents for a Livable Moreno Valley v. City of Moreno Valley and Vogel Engineers" Riverside Superior Court Case No. RIC 1215934 was dismissed on June 24, 2013.

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION

H.2 ORDINANCES - 2ND READING AND ADOPTION

H.2.1 ORDINANCE NO. 866 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING

SECTION 6.02 OF CHAPTER 6 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO REFUSE COLLECTION, TRANSFER AND DISPOSAL (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 25, 2013 BY A 5-0 VOTE) (Report of: Public Works Department)

Recommendations That the City Council:
Adopt Ordinance No. 866. An Ordinance of the City Council of the City of Moreno Valley, California, amending Municipal Code Section 6.02 of Chapter 6 of the City of Moreno Valley Municipal Code Relating to Refuse Collection, Transfer and Disposal.

Motion to Approve by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Council Member Victoria Baca

1. 4th of July - being in the parade with her grandchildren. Fireworks show was phenomenal. Parks & Community Services Director Mike McCarty is a leader of our Parks & Community Services Department and has a lot of people working under him. It takes a long time to put an event of this size together. 4th of July is a kickoff to summer. Commends City Council for putting the funds together for an event of this size. Thank you to the Police Department of keeping everything under control; no disorderly conduct. Loved the music, it was fantastic.

2. Recalls - it's Democracy. The recalls are part of the voting process. Everyone has the right to their opinions. We have a wonderful City and City staff.

3. Budget - Very happy we have a balanced budget; not too many Cities can say that.

Mayor Pro Tem Marcelo Co

1. 4th of July was the best we have ever seen. Thank you to staff and

the volunteers. Prepare for next year to have a better event.

2. Businesses in Moreno Valley, whether it is warehouses or restaurants - we need jobs and high paying jobs.

3. Submit your suggestions to the City Council on what you would like to do to work together and bring these jobs to Moreno Valley. The businesses will not come if we continue to fight.

Council Member Jesse L. Molina

1. 4th of July event and the parade. Everyone did a great job and it is better every year.

2. Unity of Moreno Valley - work together with a common goal.

3. Immigration Reform, maybe we can look into it?

4. Businesses don't like to see fighting amongst each other or with its citizens. United we can do things together; divided we cannot go anywhere.

5. Homes with children dream and come back giving and serving the community.

6. Thank you for voicing your opinions. We do listen.

Council Member Richard A. Stewart

1. 4th of July event and parade. Missed the fireworks in town, but we saw it from on top of the hill for the first time. Color Guard and posse, is a sworn officer and reserve riding his own horse.

2. Good news: Stater Bros. bought the Albertson's building. New restaurants coming to town.

3. Attended Moss Bros. ribbon cuttings with Council Member Victoria Baca - Volkswagen, GMC and Chevrolet.

4. Four Alarm fire last week in Moreno Valley storage shed. 23 engines and 3 truck companies. Very impressed with the Fire Department and how they handled this fire.

5. August 28 - Town hall meeting with Chief Ontiveros in District 2 and the Sunnymead Ranch Homeowners Association.

6. Miguel's Jr.

7. Recalls - More information coming out in August. It's not always what you think.

Mayor Tom Owings

1. Jeff Giba's remarks - credit really belongs to the City Manager, Assistant City Manager, the Public Works Director and their Division Managers have done right by us with outstanding customer satisfaction. City Manager, Michelle Dawson, and her staff have fulfilled her promises; Council has some credit, embracing standards for customer service. The Moreno Valley City Employee's Association has a lot to with embracing the initiative. Thanked Rick Teichert and Candace Cassel for their hard work. The speed of crew is speed of Captain, you deserve the same kudos. Personally thanked John Terell and Public Works Director, Ahmad Ansari, for greatest tool to use Utilities. The senior management is an effective way to make our future brighter.

There being no further business to conduct, the meeting was adjourned at 9:50 p.m. to Closed Session by unanimous informal consent.

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority was held in the City Manager's Conference Room, Second Floor, City Hall. The City Council met in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

The Closed Session was held pursuant to Government Code:

1 SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

a) Nancy Thompson V. City of Moreno Valley

b) City of Moreno Valley v. Matosantos, Chiang, Angulo, March Joint Powers Authority, Successor Agency to the March Joint Powers Redevelopment Agency, et al

2 SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF SECTION 54956.9

Number of Cases: 5

3 SECTION 54956.9(d)(4) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

4 SECTION 54956.8 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR

a)

Property:	33kV Substation Site
City Negotiator:	Ahmad R. Ansari, P.E.
Under Negotiation:	Price and terms of payment
Owner:	Moorpark Country Property
Owners Negotiator:	
APN	316-100-028, 030, 048, 050 and 051

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

None.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 10:23 p.m. by unanimous informal consent.

Submitted by:

_____

City Clerk Jane Halstead, CMC
Secretary, Moreno Valley Community Services District
Secretary, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Secretary, Moreno Valley Housing Authority
Secretary, Board of Library Trustees

Approved by:

_____

Mayor Tom Owings
President, Moreno Valley Community Services District
Chairperson, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Moreno Valley Housing Authority
Chairperson, Board of Library Trustees

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MV00212524

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: August 27, 2013

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Reports on Reimbursable Activities for the period of July 3 - August 20, 2013.

Reports on Reimbursable Activities July 3 - August 20, 2013			
Council Member	Date	Meeting	Cost
Victoria Baca	8/3/13	65th Los Angeles Area Emmy Awards MVTV3 Recognition	$125.00
	8/15-17/13	League of California Cities Latino Caucus – Hispanic Elected Local Officials (HELO)	$435.08
Marcelo Co		None	
Jesse L. Molina		None	
Tom Owings	7/24/13	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley	$15.00
Richard A. Stewart	8/6/13	Moreno Valley Hispanic Chamber of Commerce Adelante	$10.00

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: August 27, 2013

TITLE: AUTHORIZE SUBMISSION OF GRANT FUNDING APPLICATIONS FOR RIVERSIDE COUNTY TRANSPORTATION COMMISSION'S MULTI-FUNDING CALL FOR PROJECTS AND APPROVE RESOLUTION 2013-65

RECOMMENDED ACTION

Recommendations:

1. Authorize the submittal of grant applications for the Riverside County Transportation Commission's (RCTC) Multi-funding Call for Projects.

2. Approve Resolution No. 2013-65 indicating the City's commitment to provide a funding match for projects selected as a part of the RCTC Multi-funding Call for Projects. Resolution No. 2013-65, a Resolution of the City Council of the City of Moreno Valley, California, authorizing the submittal of applications for the RCTC Multi-Funding Call for Projects and Matching Fund Commitment

BACKGROUND

On June 25, 2013, RCTC announced the Multi-funding Call for Projects. Project Categories include the Surface Transportation Program (STP), Congestion Mitigation and Air Quality (CMAQ) program, and Measure A Regional Arterial (MARA) program. The STP funds highway and arterial roadway capacity enhancements, interchange improvements, and bridge/arterial widening. The CMAQ program funds traffic signal control systems, transit projects, and bicycle and pedestrian facilities projects. The MARA program funds arterial roadway projects in Western Riverside County.

Project selection will be based upon scoring criteria consisting of Regional Significance, Project Readiness, Local Match, Safety, Air Quality, Cost Benefit, and Regional

Transportation Plan/Sustainability Communities Strategy. Grant applications are due to RCTC by September 23, 2013.

DISCUSSION

The City is currently pursuing funding opportunities for projects that meet the intent of the RCTC Multi-funding Call for Projects program.

After considering all the requirements of the program, staff has determined several projects to be the best candidates for potential funding. Staff recommends submitting applications for the following projects based upon readiness for construction, type of environmental clearance required, and maximum available funds:

- **SR-60/Moreno Beach Drive Interchange**: The project consists of the replacement of the SR-60/Moreno Beach Drive two-lane bridge with a six-through-lane bridge, reconfiguration of the existing westbound on-ramp and off-ramp, addition of a westbound direct on-ramp, completion of a westbound auxiliary lane, and construction of a portion of Line K-1 drainage facility on Ironwood Avenue. The project is eligible for Federal funding since it already has NEPA environmental clearance. Approximately $20 million in various funds may be requested to update the previously completed plans and specifications to current Caltrans requirements and construct this $24 million project.
- **SR-60/Theodore Street Interchange**: This project consists of the replacement of the SR-60/Theodore Street two-lane bridge with a new wider bridge, reconfiguration of the existing ramps, and other improvements as may be identified through the planning/environmental phase. The project planning/environmental stage has just commenced. Approximately $1 million of various types of funds may be sought for project development phase work, which could include later-phase preliminary engineering and planning.
- **Kitching Street from Cactus Avenue to Iris Avenue**: The existing roadway consists of a two-lane road with existing improvements on the east side. The proposed project will widen and improve a mile-long segment of Kitching Street to its General Plan ultimate width of four travel lanes and turning lanes at intersections. The project would include curb, gutter, minor storm drain, pavement, sidewalk, street lights, traffic signal modifications, signing and striping, and related road improvements. A total of $2.5 million in STP funding will be requested as a part of this $6 million project.
- **Cactus Avenue from Veteran's Way to Heacock Street**: Currently, Cactus Avenue between Heacock Street and Elsworth Street is built to three lanes westbound and two lanes eastbound. This project will widen the eastbound roadway to include an additional third lane, increasing the level of service within this segment of Cactus Avenue. Additionally, the project will modify four traffic signals, install additional raised median and median landscaping on the east leg of Graham/Cactus intersection, new curb and gutter, and asphalt concrete curbs. A total of $1.64 million in STP funding will be requested as a part of this $1.85 million project.

- **Transportation Management Center Phase 1B**: The project will improve mobility and air quality on several arterial roadways (portions of Eucalyptus Avenue/Towngate Boulevard, Alessandro Boulevard, Perris Boulevard, Cactus Avenue, and Lasselle Street) by enhancing the integration of the City's traffic management system via the deployment of a critical portion of the field devices and supporting communications system. Proposed improvements include an Ethernet fiber-optic backbone system, closed-circuit television cameras at 16 key intersections, and new traffic signal controllers at 45 existing signalized intersections. A total of $1.9 million in CMAQ funding will be requested as a part of this $2.4 million project.
- **Aqueduct Trail**: The City's Aqueduct Trail is planned to extend from the Towngate area to the Lake Perris State Recreation Area. The Trail has various segments constructed, mostly within residential neighborhoods connecting to adjacent arterial streets. Funds will be requested to develop plans for all missing segments, improved connections to adjacent neighborhoods, and trail crossings at arterial streets. A total of $375,000 in CMAQ funding will be requested as a part of this $425,000 design project.
- **Dynamic Traveler Alert Message Boards**: Dynamic Message Signs (DMS) serve the purpose of alerting the traveling public to incidents and other traffic related issues, so that alternative routes may be taken. The City will request CMAQ funding for DMS to be placed on City streets approaching the freeways. A total of $398,000 in funding for three signs will be requested as a part of this $450,000 project.

Other projects that may become evident during the analysis and grant preparation process will be submitted to the RCTC for funding consideration as well.

The total amount of funding requested will be a minimum of $27.8 million.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this Staff Report. *This alternative will allow the City to submit applications for the RCTC Multi-funding Call for Projects and potentially receive funding for several key infrastructure projects.*

2. Do not approve and authorize the recommended actions as presented in this Staff Report. *This alternative will prohibit the City from submitting applications for the RCTC Multi-funding Call for Projects.*

FISCAL IMPACT

Applications for the RCTC Multi-funding Call for Projects require a matching fund commitment ranging from 11.47% to 20% from the agency submitting the application (amount dependent upon the type of funding). If projects are selected for the RCTC Multi-funding Call for Projects Program, City staff will bring those selected projects back

to City Council to accept the RCTC grants and appropriate funds. The source of the matching funding would come from available Gas Tax (Fund 2000), Measure A (Fund 2001), DIF Traffic Signals (Fund 2902), DIF Interchange (Fund 2911), TUMF Capital Project funds (Fund 3003), or any other available transportation funding sources. These funds may be used only to implement transportation related programs. There is no impact to the General Fund with this action.

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

ATTACHMENTS

Attachment 1: Proposed Resolution

Prepared By
Michael Lloyd, P.E.
Senior Engineer

Department Head Approval
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By
Eric Lewis, P.E., T.E.
City Traffic Engineer

Concurred By
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF APPLICATIONS FOR THE RCTC MULTI-FUNDING CALL FOR PROJECTS AND MATCHING FUND COMMITMENT

WHEREAS, the Riverside County Transportation Commission (RCTC) announced the 2013 Multi-funding Call for Projects seeking candidate projects for a variety of transportation related funds; and

WHEREAS, the City of Moreno Valley has many unfunded projects that may qualify for the RCTC funds; and

WHEREAS, the City of Moreno Valley desires to submit applications for funding from the RCTC 2013 Multi-funding Call for Projects;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: It does hereby authorize the City Manager to submit applications for the RCTC 2013 Multi-funding Call for Projects and commit to provide the necessary matching funds from available transportation related funds, if projects are selected by the RCTC for funding.

APPROVED AND ADOPTED this 27th day of August, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-65 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 27th day of August, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: August 27, 2013

TITLE: AWARD THE PURCHASE OF EMERGENCY VEHICLE PRE-EMPTION EQUIPMENT TO GLOBAL TRAFFIC TECHNOLOGIES FOR RETROFITTING 117 EXISTING SIGNALIZED INTERSECTIONS—PROJECT NO. 808 0010 70 76

RECOMMENDED ACTION

Recommendations:

1. Award the purchase of Emergency Vehicle Pre-emption systems for Project No. 808 0010 70 76 to Global Traffic Technologies.

2. Authorize the Purchasing & Facilities Division Manager to execute a Purchase Order to Global Traffic Technologies, in the amount of $319,062.39 ($282,356.10 for the bid amount, plus sales tax and 5% contingency) - Account No. 3302-70-76-80008-660310).

BACKGROUND

An Emergency Vehicle Pre-emption (EVP) system allows for priority treatment of emergency vehicles, such as fire trucks and ambulances, at traffic signals. Emergency vehicles are provided with strobe lights which flash light patterns that can be detected by the EVP system. Upon receipt of the appropriate strobe light signal, the traffic signal is programmed to terminate conflicting traffic movements and display a green light for the approaching emergency vehicle. The EVP system's primary benefits are a reduction in response time, of between 14% and 23%, and an improvement in safety since emergency vehicles would normally enter intersections on a green light instead of on a red light.

On March 27, 2007, the City Council authorized Resolution No. 2007-32 requiring the installation of EVP equipment for all future traffic signals. At the time, the City had successfully retrofitted 19 signalized intersections with pre-emption equipment. Subsequently, the City has installed EVP systems at approximately 25 newly signalized intersections.

In 2008, the City successfully applied for Highway Safety Improvement Program (HSIP) funds for the deployment of Emergency Vehicle Pre-emption equipment at 117 existing signalized intersections. Although the City has more than 117 intersections in need of retrofit, staff estimated this to be the maximum number that could be retrofitted under the maximum HSIP grant. The City was awarded the maximum HSIP grant amount of $1,000,000.

On June 8, 2010, the City Council ratified an agreement with the California Department of Transportation to commence preliminary engineering for this project.

Caltrans environmental staff has declared this project to be categorically excluded from federal environmental review under the National Environmental Policy Act (NEPA), and City planning staff have concurred with the finding and declared the project to be categorically exempt from the California Environmental Quality Act (CEQA).

On November 27, 2012, the City Council rejected all bids for procurement and installation of emergency vehicle pre-emption equipment based on staff's recommendation. The rejection was required due to concerns about the product proposed by the low bidder which were unable to be addressed during the bid evaluation period.

DISCUSSION

Since the last Council activity on this project, staff has performed extensive research, testing, and systems engineering to specify minimum requirements for an EVP system which meets the City's needs while being open to multiple vendors. The procurement documents were drafted based on the new system requirements.

In contrast to the previous advertisement, the current award is for equipment procurement only. It is staff's opinion that a two-step process consisting of procurement, followed by construction, would be the best path to successful completion of the project. Staff is prepared to advertise for construction of the project upon approval of the equipment procurement. All applicable local, state, and federal requirements have been met for this procurement, and will be met for the advertising and award of the construction contract.

A new systems engineering report and concept of operations was prepared by in-house staff. This document was routed to prospective bidders to confirm that multiple bidders would be able to satisfy the requirements. The procurement documents were then completed in May 2013 by in-house staff. The engineer's estimate for the procurement

was $395,000, which was based on prices provided to another public agency in a competitive procurement process that occurred earlier this year.

Formal bidding procedures have been followed in conformance with the Public Contract Code. The project was also advertised twice in the Press-Enterprise. The Clerk opened bids at 3:00 p.m., on June 18, 2013, for the subject project. The three (3) valid bids received were as follows:

	BIDDERS	Bid Amount
1.	Global Traffic Technologies (GTT)	$282,356.10
2.	KM Enterprises, Inc.	non-responsive
3.	Southwest Traffic Systems	non-responsive

This bid required testing of product prior to award, since the City previously went out to bid on this project on November 27, 2012 and was unable to proceed with the award of contract due to concerns with the proposed equipment.

KM Enterprises, Inc. acknowledged receipt of City correspondence requiring testing, but did not follow up to arrange a test. Therefore the bid is non-responsive since the City was unable to ascertain the suitability of the proposed materials.

Southwest Traffic Systems performed testing on July 17, 2013 and was not able to achieve the equipment performance requirements. Southwest Traffic Systems' bid is therefore non-responsive.

Existing GTT systems installed within the City limits were evaluated and meet the required range test. GTT emergency vehicle pre-emption systems have performed at high levels for many years in Moreno Valley.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will be the best path to successful completion of the project for the City.*

2. Do not approve and authorize the recommended actions as presented in this staff report and provide alternate direction to Staff. *This alternative would potentially delay this project.*

FISCAL IMPACT

This project is included in the Fiscal Year 2013/2014 Capital Improvements Project Budget and is funded using the Traffic Signals Development Impact Fee Fund (Fund 3302). These funds can only be used for traffic signal purposes. There is no impact to

the General Fund. Upon completion of the project, the City will be reimbursed for 90% of the project cost from the Highway Safety Improvement Program.

AVAILABLE FUNDS*

Fiscal Year 2013/2014 Development Impact Fees:
Account No. 3302-70-76-80008, Project No. 808-0010-70-76-3302 .... $910,000

* Fiscal Year 2013/2014 budget estimates do not account for final carryover amounts.

ESTIMATED COSTS (FY13/14 only)

Procurement of EVP System Equipment
(including 5% contingency and sales tax) $319,000
Construction (including 15% contingency) $550,000
Administration/Project Management** $35,000
Total Estimated Cost $904,000

** Administration/Project Management will be provided by City staff.

ANTICIPATED PROJECT SCHEDULE

Advertise for construction ..... August 2013
Award construction contract ..... October 2013
Construction contract duration ..... November 2013-March 2014

CITY COUNCIL GOALS

Advocacy. Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives, and goals to appropriate external governments, agencies and corporations.

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

Public Facilities and Capital Projects. Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

Prepared By:
John Kerenyi
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Eric Lewis, P.E., T.E.
Transportation Division Manager/City Traffic Engineer

Concurred By:
Rix Skonberg
Purchasing and Facilities Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00212538

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: August 27, 2013

TITLE: APPROVAL OF PAYMENT REGISTER FOR MAY, 2013

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. 2013-66 approving the Payment Register for the month of May, 2013 in the amount of $12,527,069.50.

DISCUSSION

To facilitate Council's review, the Payment Register lists in alphabetical order all checks in the amount of $25,000 or greater, followed by a listing in alphabetical order of all checks less than $25,000. The Payment Register also includes wire transfers, thus eliminating the need for a separate wire transfer register, as well as the fiscal year-to-date (FYTD) amount paid to each vendor.

FISCAL IMPACT

The disbursements itemized in the attached Payment Register are reflected in the FY 2012-13 budget. Therefore, there is no fiscal impact other than the expenditure of budgeted funds.

ATTACHMENTS

Attachment 1: Proposed Resolution
Attachment 2: Payment Register for Month of May, 2013

Prepared By:
Dena Heald
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Attachment 1

RESOLUTION NO. 2013-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE PAYMENT REGISTER FOR THE MONTH OF MAY, 2013

WHEREAS, the Financial & Management Services Department has prepared and provided the Payment Register for the period May 1, 2013 through May 31, 2013, for review and approval by the City Council of the City of Moreno Valley; and

WHEREAS, it is in the best interest of the City that the referenced Payment Register be approved.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Payment Register for the period May 1, 2013 through May 31, 2013, in the total amount of $12,527,069.50 is approved.

APPROVED AND ADOPTED this 27th day of August, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-66 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 27th day of August, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

CITY CLERK

City of Moreno Valley
Payment Register
For Period 5/1/2013 through 5/31/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
APPIAN ESCROW COMPANY	9354	05/07/2013	W130504	ACQUISITION COSTS & ESCOW FEES/NSP3 PROGRAM-22862 ADRIENNE AVE		$187,076.97
Remit to: RIVERSIDE, CA					FYTD:	$187,076.97
AVRIO GROUP SURVEILLANCE SOLUTIONS, LLC	9366	05/20/2013	2013-1424	CITYWIDE CAMERA SURVEILLANCE PROJECT-MILESTONE 3		$180,000.00
Remit to: BUFFALO GROVE, IL					FYTD:	$900,000.00
BANC OF AMERICA PUBLIC CAPITAL CORP	9351	05/01/2013	W130502/R15159	DEBT SVC-2011 PRIV PLCMT REF 1997 LRB-INT EXP		$55,501.10
Remit to: ATLANTA, GA					FYTD:	$1,124,783.70
BANC OF AMERICA PUBLIC CAPITAL CORP	9352	05/01/2013	W130503/R15160	DEBT SVC-2011 PRIV PLCMT REF 1997 VAR COPS-INT EXP		$43,391.20
Remit to: ATLANTA, GA					FYTD:	$1,124,783.70
COMPU COM	217270	05/20/2013	61777507	MICROSOFT ANNUAL LICENSING		$117,341.56
Remit to: DALLAS, TX					FYTD:	$118,895.30
COUNTY OF RIVERSIDE SHERIFF	9198	05/06/2013	SH0000021173	CONTRACT LAW ENFORCEMENT BILLING #9 (2/7/13-3/6/13)		$2,970,860.74
Remit to: RIVERSIDE, CA					FYTD:	$32,634,922.38
DMC DESIGN GROUP, INC	9201	05/06/2013	2013-040	CONSULTING SERVICES - HEACOCK ST. SOUTH EXTENSION		$38,109.86
			2013-022	CONSULTING SERVICES - HEACOCK ST. SOUTH EXTENSION		
			2013-034	CONSULTING SERVICES - HEACOCK BRIDGE		
Remit to: CORONA, CA					FYTD:	$148,342.87
E.R. BLOCK PLUMBING & HEATING, INC.	9308	05/13/2013	111997	REPLACE STOLEN BACKFLOW-ZONE E-14		$26,113.14

City of Moreno Valley

Payment Register

For Period 5/1/2013 through 5/31/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
E.R. BLOCK PLUMBING & HEATING, INC.	9308	05/13/2013	112059	REPLACE STOLEN BACKFLOW-NPDES T33437	$26,113.14
			112018	REPLACE STOLEN BACKFLOW-ZONE D T21597	
			112017	REPLACE STOLEN BACKFLOW-ZONE D T20660	
			112016	REPLACE STOLEN BACKFLOW-ZONE D T22276	
			112015	REPLACE STOLEN BACKFLOW-ZONE E-14	
			112014	REPLACE STOLEN BACKFLOW-ZONE D T20525	
			112096	REPLACE STOLEN BACKFLOW-ZONE D T31424	
			111998	REPLACE STOLEN BACKFLOW-ZONE E-14	
			112062	REPLACE STOLEN BACKFLOW-ZONE D T19799	
			111996	REPLACE STOLEN BACKFLOW-NPDES T31269	
			111995	REPLACE STOLEN BACKFLOW-ZONE E-14	
			111977	REPLACE STOLEN BACKFLOW-ZONE D T20404	
			111976	REPLACE STOLEN BACKFLOW-ZONE D T30967	
			111975	REPLACE STOLEN BACKFLOW-ZONE D T21113	
			111698	INSTALL BACKFLOW REPAIR KIT-ZONE D T13576,19080,19081	
			111696	INSTALL BACKFLOW REPAIR KIT-NPDES T33437	
			111697	INSTALL BACKFLOW REPAIR KIT-ZONE M	
			111999	REPLACE STOLEN BACKFLOW-ZONE D T31591	
			112019	REPLACE STOLEN BACKFLOW-ZONE D T22277	
Remit to: RIVERSIDE, CA				FYTD:	$74,276.86
EASTERN MUNICIPAL WATER DISTRICT	217274	05/20/2013	APR-13 5/20/13	WATER CHARGES	$52,202.53
Remit to: PERRIS, CA				FYTD:	$1,357,341.38

MV00212544

City of Moreno Valley

Payment Register

For Period 5/1/2013 through 5/31/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
EASTERN MUNICIPAL WATER DISTRICT	217362	05/28/2013	APR-13 5/28/13	WATER CHARGES		$32,220.31
Remit to: PERRIS, CA					FYTD:	$1,357,341.38
EMPLOYMENT DEVELOPMENT DEPARTMENT	9356	05/03/2013	2013-00000057	CA TAX - STATE TAX WITHHOLDING*		$31,350.97
Remit to: WEST SACRAMENTO, CA					FYTD:	$940,832.72
EMPLOYMENT DEVELOPMENT DEPARTMENT	9400	05/17/2013	2013-00000072	CA TAX - STATE TAX WITHHOLDING*		$31,255.18
Remit to: WEST SACRAMENTO, CA					FYTD:	$940,832.72
EMPLOYMENT DEVELOPMENT DEPARTMENT	9467	05/31/2013	2013-00000099	CA TAX - STATE TAX WITHHOLDING*		$32,123.63
Remit to: WEST SACRAMENTO, CA					FYTD:	$940,832.72
ENCO UTILITY SERVICES MORENO VALLEY LLC	9423	05/28/2013	0405-1-168R	DISTRIBUTION CHARGES 1/4/13-2/1/13		$187,135.45
			40-284-02	WORK AUTHORIZATION #40-284		
			40-286-03	WORK AUTHORIZATION #40-286		
			40-221-14	WORK AUTHORIZATION #40-221		
			40-268B-04	WORK AUTHORIZATION #40-268B		
			40-287-01	WORK AUTHORIZATION #40-287		
			40-243A-11	WORK AUTHORIZATION #40-243A-11		
			40-243B-10	WORK AUTHORIZATION #40-243B		
			0406-Temp MF-086	ELECTRIC METER CHARGES (4 METERS)		
			0405-MTS1-SP096	ELECTRIC METER CHARGES (11 METERS)		
			0402-MF-01450A	SOLAR METER INSTALLATION-26186 UNBRIDLED CIR		

City of Moreno Valley

Payment Register

For Period 5/1/2013 through 5/31/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
ENCO UTILITY SERVICES MORENO VALLEY LLC	9423	05/28/2013	0402-MF-01448A	SOLAR METER INSTALLATION-27162 BARK LN		$187,135.45
			0402-MF-01446A	SOLAR METER INSTALLATION-13806 CLARISSA CT,13315 WEXFORD AV		
			40-273A-07	WORK AUTHORIZATION #40-273A		
			40-247B-06	WORK AUTHORIZATION #40-247B		
			40-279-05	WORK AUTHORIZATION #40-279		
			40-257B-02	WORK AUTHORIZATION #40-257B		
			40-268A-07	WORK AUTHORIZATION #40-268A		
			40-272-08	WORK AUTHORIZATION #40-272		
Remit to: ANAHEIM, CA					FYTD:	$2,347,752.28
FALCON ENGINEERING SERVICES, INC.	9397	05/20/2013	2012-10-A	PROFESSIONAL ENGINEERING SERVICES - SR-60/MB PH I		$260,116.72
			2012-08	PROFESSIONAL ENGINEERING SERVICES - SR-60/NASON IC		
Remit to: CORONA, CA					FYTD:	$1,123,662.39
GLOBAL POWER GROUP, INC.	9427	05/28/2013	28620	CONSTRUCTION CONTRACT - EOC GENERATOR		$52,088.26
Remit to: LAKESIDE, CA					FYTD:	$315,484.92
GOLDEN STATE CONSTRUCTORS, INC	217144	05/06/2013	442013	SETTLEMENT PAYMENT		$30,000.00
Remit to: ORANGE, CA					FYTD:	$196,652.00
HILLCREST CONTRACTING, INC	9428	05/28/2013	PB 22279	CONSTRUCTION CONTRACT - PERRIS BLVD WIDENING		$858,928.54
Remit to: CORONA, CA					FYTD:	$2,733,577.29

MV00212546

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
INTERNAL REVENUE SERVICE CENTER	9357	05/03/2013	2013-00000066	FED TAX - FEDERAL TAX WITHHOLDING*		$112,058.46
Remit to: OGDEN, UT					FYTD:	$508,592.52
INTERNAL REVENUE SERVICE CENTER	9563	05/17/2013	2013-00000071	FED TAX - FEDERAL TAX WITHHOLDING*		$124,921.94
Remit to: OGDEN, UT					FYTD:	$508,592.52
MORENO VALLEY UTILITY	217283	05/20/2013	MAY-13 5/20/13	ELECTRICITY		$56,158.76
Remit to: HEMET, CA					FYTD:	$718,121.58
NATIONWIDE RETIREMENT SOLUTIONS CP	9297	05/03/2013	2013-00000070	8010 - DEF COMP 457 - NATIONWIDE*		$26,652.04
Remit to: COLUMBUS, OH					FYTD:	$675,276.51
NATIONWIDE RETIREMENT SOLUTIONS CP	9405	05/16/2013	2013-00000088	8010 - DEF COMP 457 - NATIONWIDE*		$62,804.40
Remit to: COLUMBUS, OH					FYTD:	$675,276.51
PARSONS TRANSPORTATION GROUP, INC.	9441	05/28/2013	1305A861	PROFESSIONAL ENGINEERING SERVICES - SR-60/NASON OC (FINAL DESIGN		$107,534.45
			1305A860	PROFESSIONAL ENGINEERING SERVICES - SR-60/MB PH I		
			1305A205	CONSTRUCTION SUPPORT - SR-60/MB PH I		
			1304A098-A	CONSTRUCTION SUPPORT - SR-60/NASON OC		
Remit to: IRVINE, CA					FYTD:	$1,152,648.22
PERS HEALTH INSURANCE	9353	05/09/2013	W130501	EMPLOYEE HEALTH INSURANCE		$205,507.80
Remit to: SACRAMENTO, CA					FYTD:	$2,204,863.56

City of Moreno Valley

Payment Register

For Period 5/1/2013 through 5/31/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
PERS RETIREMENT	9406	05/10/2013	P130426	PERS RETIREMENT DEPOSIT - CLASSIC		$219,390.21
Remit to: SACRAMENTO, CA					FYTD:	$5,596,057.52
PERS RETIREMENT	9564	05/24/2013	P130510	MISCELLANEOUS SERVICES		$219,277.33
Remit to: SACRAMENTO, CA					FYTD:	$5,596,057.52
PROACTIVE ENGINEERING CONSULTANTS, INC.	9215	05/06/2013	2098	CONSULTING SERVICES - NASON/CACTUS TO FIR		$205,802.60
			2097	CONSULTING SERVICES - NASON/CACTUS TO FIR		
Remit to: CORONA, CA					FYTD:	$638,985.27
PSOMAS	217381	05/28/2013	88021	CONSULTING SERVICES, CONSTRUCTION SUPPORT - CACTUS/NASON		$26,227.98
			88507	CONSULTING SERVICES, SURVEY - SR-60/NASON OC		
			88327	CONSULTING SERVICES, CONSTRUCTION SUPPORT - CACTUS/NASON		
Remit to: SANTA ANA, CA					FYTD:	$113,698.41
PTM GENERAL ENGINEERING SERVICES, INC.	217382	05/28/2013	0426131217	CONSTRUCTION CONTRACT - JFK/ LAS BRISIS		$108,836.74
Remit to: RIVERSIDE, CA					FYTD:	$169,172.51
RASMUSSEN BROTHERS CONSTRUCTION	217384	05/28/2013	MVCH 2Fl 1	CONSTRUCTION CONTRACT - CITY HALL 2ND FLOOR		$102,817.17
Remit to: FALLBROOK, CA					FYTD:	$251,330.57
RBF CONSULTING, INC.	9324	05/13/2013	846741	CONSULTING SVCS-IS/MND FOR ALESSANDRO BLVD CORRIDOR IMPLEMENTAT.		$37,381.94
			840114	CONSULTING SERVICES - ALESSANDRO MEDIAN		

MV00212548

City of Moreno Valley

Payment Register

For Period 5/1/2013 through 5/31/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: IRVINE, CA					FYTD:	$90,536.38
RIVERSIDE CONSTRUCTION COMPANY, INC	9399	05/20/2013	130402	CONSTRUCTION CONTRACT - SR-60/NASON OC		$1,162,958.03
Remit to: RIVERSIDE, CA					FYTD:	$3,060,119.24
SEQUEL CONTRACTORS, INC.	217263	05/13/2013	442-1	CONSTRUCTION CONTRACT - ALESSANDRO IMPROVEMENTS		$239,503.07
Remit to: SANTA FE SPRINGS, CA					FYTD:	$239,503.07
SOUTHERN CALIFORNIA EDISON 1	217107	05/06/2013	7500280653	WDAT CHARGES-IRIS AVE. LOCATION		$33,204.77
			7500280654	WDAT CHARGES-GRAHAM ST. LOCATION		
			7500280655	WDAT CHARGES-GLOBE ST. LOCATION		
			7500280656	WDAT CHARGES-NANDINA AVE. LOCATION		
			7500280657	WDAT CHARGES-FREDERICK AVE. LOCATION		
			7500280658	WDAT CHARGES-SUBSTATION 115KV INTERCONNECTION		
			7500280784	RELIABILITY SERVICE-DLAP_SCE_SEES_HV		
Remit to: ROSEMEAD, CA					FYTD:	$2,913,589.27
SOUTHERN CALIFORNIA EDISON 1	217291	05/20/2013	707-6081 APR-13	ELECTRICITY		$193,199.15
			587-9520 APR-13	ELECTRICITY-FERC CHARGES		
			721-3449 APR-13	IFA CHARGES-SUBSTATION		
			APR-13 5/20/13	ELECTRICITY		
Remit to: ROSEMEAD, CA					FYTD:	$2,913,589.27
STANDARD INSURANCE CO	9280	05/06/2013	130501a	LIFE & DISABILITY INSURANCE		$28,227.22
Remit to: PORTLAND, OR					FYTD:	$334,248.95

City of Moreno Valley

Payment Register

For Period 5/1/2013 through 5/31/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
SULLY- MILLER CONTRACTING CO., INC.	217297	05/20/2013	12-SMC	CONSTRUCTION CONTRACT - CACTUS/NASON		$1,262,683.98
			11-SMC	CONSTRUCTION CONTRACT - CACTUS/NASON		
Remit to: BREA, CA					FYTD:	$18,660,892.70
THINK TOGETHER, INC	9331	05/13/2013	111000-12/13-9	ASES PROGRAM MANAGEMENT SERVICES		$444,467.51
Remit to: LOS ANGELES, CA					FYTD:	$4,042,235.64
TRANSTECH ENGINEERS, INC.	217201	05/13/2013	13	CONSULTING ENGINEERING SERVICES - CACTUS/NASON		$51,117.12
Remit to: WALNUT, CA					FYTD:	$499,094.36
U.S. BANK/CALCARDS	9334	05/13/2013	04-29-13	CALCARD PAYMENT FOR CYCLE END 4/29/13		$194,422.96
Remit to: ST. LOUIS, MO					FYTD:	$1,945,551.28
UNION BANK OF CALIFORNIA	9355	05/08/2013	W130505	SUCCESSOR AGENCY-OTHER FUNDS & ACCTS DUE DILIGENCE REVIEW		$230,820.00
Remit to: MONTEREY PARK, CA					FYTD:	$230,820.00
VISUAL SYSTEMS GROUP, INC.	217400	05/28/2013	51697	CRESTRON SURVEILLANCE EQUIPMENT		$67,699.24
			51462	CRESTRON SURVEILLANCE EQUIPMENT		
Remit to: MCLEAN, VA					FYTD:	$67,699.24
WELLS FARGO BANK	9409	05/21/2013	W130506	ACQUISITION COSTS & ESCOW FEES/NSP3 PROGRAM-11972 SUGAR CREEK CT		$119,255.51
Remit to: SAN FRANCISCO, CA					FYTD:	$819,487.56
WELLS FARGO BANK	9561	05/24/2013	W130507	ACQUISITION COSTS & ESCOW FEES/NSP3 PROGRAM-23680 MARK TWAIN ST		$143,604.00

MV00212550

City of Moreno Valley

Payment Register

For Period 5/1/2013 through 5/31/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: SAN FRANCISCO, CA					FYTD:	$819,487.56
WELLS FARGO BANK	9562	05/24/2013	W130508	ACQUISITION COSTS & ESCOW FEES/NSP3 PROGRAM-12669 GORHAM ST		$145,569.60
Remit to: SAN FRANCISCO, CA					FYTD:	$819,487.56
WEST COAST ARBORISTS, INC.	9394	05/20/2013	86081-A	TREE TRIMMING & REMOVAL SERVICES-ZONES E-1, E-2, & E-16		$29,645.00
			86606-A	TREE TRIMMING & REMOVAL SERVICES-ZONES DSG-1,DSG-2, E-8 & E-12		
			86501-A	TREE TRIMMING & REMOVAL SERVICES-ZONES E-1, E-2, & E-7		
Remit to: ANAHEIM, CA					FYTD:	$117,390.00
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.	217117	05/06/2013	APR-13 TUMF	TUMF FEES COLLECTED FOR 4/1-4/30/13		$28,784.56
Remit to: RIVERSIDE, CA					FYTD:	$1,345,525.49

TOTAL AMOUNTS OF $25,000 OR GREATER **$11,176,349.70**

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
AARON KENT	217146	05/06/2013	5/6-5/10/13	TRAVEL PER DIEM-MGMT & SUPERVISION OF DETECTIVE UNITS TRAINING		$200.00
Remit to: MORENO VALLEY, CA					FYTD:	$200.00
ABILITY COUNTS, INC	217352	05/28/2013	ACI9964	LANDSCAPE MAINT-VRS LOCATIONS-PARK MAINT		$2,065.00
Remit to: CORONA, CA					FYTD:	$22,365.00
ACCURATE COLORS, INC	217422	05/28/2013	BL#12992-YR2013	REFUND OF OVERPAYMENT FOR BL#12992		$92.00
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$92.00
ACTION DOOR REPAIR CORP.	9363	05/20/2013	85696	DOOR DISTANCE ADJUSMENT-PSB GATE#7		$875.25
			85761	INSTALL ONE IDLER ASSEMBLY-PBS GATE#4		
Remit to: ORLANDO, FL					FYTD:	$27,578.25
ACTION DOOR REPAIR CORP.	9412	05/28/2013	85831	REPAIR REAR BAY DOORS 2 & 3-FIRE STN 58		$4,150.97
			85907	REDESIGN DOUBLE EXTERIOR DOORS-ANIMAL SVCS		
Remit to: ORLANDO, FL					FYTD:	$27,578.25
ACTIVE NETWORK, INC., THE	9298	05/13/2013	1006381	PROFESSIONAL SVCS-LOGOS PROJECT		$9,527.33
			11044354	ELECTRONIC DEPOSIT CHECK SCANNER-1 UNIT		
Remit to: SAN DIEGO, CA					FYTD:	$13,029.30
ACTIVE NETWORK, INC., THE	9413	05/28/2013	1006657	PROFESSIONAL SVCS-SETUP OF CHECK SCANNERS		$380.00
Remit to: SAN DIEGO, CA					FYTD:	$13,029.30
ADAMS, MARK L.	9225	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: REDLANDS, CA					FYTD:	$3,187.30
Addus Health Care	217212	05/13/2013	495428	DEPOSIT REFUND CRC		$500.00
Remit to: RIVERSIDE, CA					FYTD:	$500.00
ADLERHORST INTERNATIONAL INC.	9192	05/06/2013	17356	TRAINING AGITATOR-10/11-10/12/12-D. SALUDES		$300.00
			17355	TRAINING AGITATOR-10/11-10/12/12-R. BENART		
Remit to: RIVERSIDE, CA					FYTD:	$6,422.89
ADLERHORST INTERNATIONAL INC.	9414	05/28/2013	18346	DOG FOOD FOR PATROL K-9 IVAN		$429.14
			18325	MONTHLY K-9 TRAINING-OZZIE-APR13		
			18324	MONTHLY K-9 TRAINING-DUKE-APR13		
Remit to: RIVERSIDE, CA					FYTD:	$6,422.89
ADMINSURE	217176	05/13/2013	6350	WORKERS' COMP CLAIMS ADMIN.-MAY13		$2,600.00
Remit to: DIAMOND BAR, CA					FYTD:	$31,200.00
ADVANCE REFRIGERATION & ICE SYSTEMS, INC	9299	05/13/2013	3284-36518	REMOVE/INSTALL ICE MACHINE NEW DISPENSER		$522.00
Remit to: RIVERSIDE, CA					FYTD:	$10,533.00
ADVANCED ELECTRIC	217177	05/13/2013	10720	REPLACED RECEPTACLE-COPIER-FINANCE ANNEX		$130.50
			10705	DOOR BELL REPAIRED-FIRE STN 58		
Remit to: RIVERSIDE, CA					FYTD:	$32,713.98
ADVANCED ELECTRIC	217265	05/20/2013	10706	ELECTRICAL SVC CALL-DOOR BELL-FIRE STN 65		$62.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$32,713.98
ADVANCO FIRE PROTECTION	217449	05/28/2013	29655-1	FIRE SPRINKLR 5-YR CERTIFICATN-FIRE STN 2,6,48,91		$1,580.00
Remit to: ONTARIO, CA					FYTD:	$1,580.00
AEI-CASC ENGINEERING	9364	05/20/2013	0029301	PLAN CHECK SVCS-PWQMP		$378.00
Remit to: COLTON, CA					FYTD:	$21,874.00
AEROTEK, INC.	217178	05/13/2013	OP04010985	TEMPORARY STAFFING-ERP-PAYROLL		$3,507.38
			OP04026242	TEMPORARY STAFFING-ERP-PAYROLL		
			OP03966324-A	TEMPORARY STAFFING INV BAL DUE-ERP-PAYROLL		
Remit to: CHICAGO, IL					FYTD:	$26,642.34
AEROTEK, INC.	217266	05/20/2013	OP04040735	TEMPORARY STAFFING-ERP-PAYROLL		$1,623.48
Remit to: CHICAGO, IL					FYTD:	$26,642.34
ALBERT A. WEBB ASSOCIATES	217076	05/06/2013	130229	CONSULTING SERVICES - EDGEMONT WATER MASTER PLAN		$13,991.75
			130645	CONSULTING SERVICES - EDGEMONT WATER MASTER PLAN		
Remit to: RIVERSIDE, CA					FYTD:	$31,020.90
ALLIANZ LIFE INSURANCE CO	217267	05/20/2013	2013-00000090	8794 - ALLIANZ - EMPLOYEE*		$75.00
Remit to: PITTSBURGH, PA					FYTD:	$825.00
AMAZING DISCOUNT STORE	217213	05/13/2013	BL#11545-YR2013	REFUND OF OVERPAYMENT FOR B/L #11545		$61.21
Remit to: MONTCLAIR, CA					FYTD:	$61.21
AMBER FRANSIK	217415	05/28/2013	6/4-6/6/13	TRAVEL PER DIEM FOR ADVANCED CPTED TRAINING		$150.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$150.00
Amber White	217254	05/13/2013	495995	REFUND CONTRACT CLASS		$47.00
Remit to: MORENO VALLEY, CA					FYTD:	$47.00
AMERICAN ASPHALT SOUTH, INC	217351	05/20/2013	2013-RETENTION	CONSTRUCTION CONTRACT - SUNNYMEAD RANCH PKWY SLURRY SEAL		$4,123.75
Remit to: FONTANA, CA					FYTD:	$82,475.00
AMTECH ELEVATOR SERVICES	217179	05/13/2013	DVB05044513	ELEVATOR MAINT/REPAIR-MAY 2013-CITY HALL		$224.92
			DVB65909513	ELEVATOR MAINT/REPAIR-MAY 2013-EOC		
Remit to: PASADENA, CA					FYTD:	$4,569.56
AMTECH ELEVATOR SERVICES	217268	05/20/2013	DVB65903113	ELEVATOR MAINT/REPAIR JAN-JUN 2013 - CRC		$421.80
			DVB65903712	ELEVATOR MAINT/REPAIR JUL-DEC 2012-CRC		
Remit to: PASADENA, CA					FYTD:	$4,569.56
AMTECH ELEVATOR SERVICES	217353	05/28/2013	DVB28069001	ELEVATOR MAINT/REPAIR-CITY HALL		$723.00
Remit to: PASADENA, CA					FYTD:	$4,569.56
ANA TSAI	217171	05/06/2013	PK13-0011	REFUND-WITHDRAWAL OF LANDSCAPE PLAN CHECK		$173.00
Remit to: ROWLAND HEIGHTS, CA					FYTD:	$173.00
ANDREA N. HARMON	217342	05/20/2013	MV3130306025	REFUND-CITATION OVERPAYMENT		$48.00
Remit to: SUN CITY, CA					FYTD:	$48.00
ANDREA THOMAS	217446	05/28/2013	1041332	REFUND FOR TOWNGATE DEPOSIT		$200.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$200.00
ANIMAL PEST MANAGEMENT SERVICES, INC.	9415	05/28/2013	110048	PEST CONTROL-CITY PARKS		$1,725.50
			110051	PEST CONTROL-MARCH FIELD CNTR		
			110848	BEE REMOVAL-CFD #1-SHADOW MOUNTAIN PARK		
			110183	PEST CONTROL-GOLF COURSE		
			110049	PEST CONTROL-SCE ESMNT/AQDCT/BIKEWAY		
			110164	PEST CONTROL-CFD #1		
			110050	PEST CONTROL-MARCH BALLFIELDS		
Remit to: CHINO, CA					FYTD:	$17,180.50
ARCHIVE MANAGEMENT SERVICE	9300	05/13/2013	0204854	OFF-SITE STORAGE OF CITY RECORDS		$1,447.58
Remit to: KING OF PRUSSIA, PA					FYTD:	$17,479.59
ARCON STRUCTURAL ENGINEERS, INC	217450	05/28/2013	6584	CONSTRUCTION SUPPORT - CACTUS/NASON		$4,127.50
Remit to: RANCHO SANTA MARGARITA, C					FYTD:	$28,650.68
ARM SECURITY, INC	217214	05/13/2013	BL#23995-YR2013	REFUND OF OVERPAYMENT FOR B/L #23995		$67.11
Remit to: PROVO, UT					FYTD:	$67.11
ARNETT A. LABAUSA	217161	05/06/2013	7013551-02	SOLAR INCENTIVE REBATE		$10,894.50
Remit to: MORENO VALLEY, CA					FYTD:	$10,894.50
ARROWHEAD WATER	9301	05/13/2013	03D0029115201	WATER PURIFY RNTL UNIT-SENIOR CNTR		$199.74
			03D0029115177	WATER PURIFY RNTL UNIT-ANIMAL SVCS		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
ARROWHEAD WATER	9301	05/13/2013	03D0029115243	WATER PURIFY RNTL UNIT-TECH SVCS ANNEX		$199.74
			03D0029115227	WATER PURIFY RNTL UNIT-SDA ANNEX		
			03D0029115300	WATER PURIFY RNTL UNIT-FACILITIES ANNEX		
			03D0029115359	WATER PURIFY RNTL UNIT-CRC		
Remit to: LOUISVILLE, KY					FYTD:	$6,870.11
ARROWHEAD WATER	9365	05/20/2013	03E0032567869	WATER PURIFY RNTL UNIT-ANNEX 1		$337.92
			03E0032414377	WATER PURIFY RNTL UNIT-PSB		
			03E0029647948	WATER PURIFY RNTL UNIT-FIRE STN 48		
			03E0029647997	WATER PURIFY RNTL UNIT-FIRE STN 58		
			03E0028990919	WATER PURIFY RNTL UNIT-CITY HALL		
			03E0029647971	WATER PURIFY RNTL UNIT-FIRE STN 2		
			03E0029648052	WATER PURIFY RNTL UNIT-FIRE STN 65		
			03E0029115110	WATER PURIFY RNTL UNIT-CITY YARD		
			03E0032389744	WATER PURIFY RNTL UNIT-FIRE STN 99		
			03E0029647914	WATER PURIFY RNTL UNIT-FIRE STN 6		
Remit to: LOUISVILLE, KY					FYTD:	$6,870.11
AUDREY SILVERMAN	217167	05/06/2013	R12-053540	AS REFUND-RAB DEP FR FORFEIT ACCT		$20.00
Remit to: NEWPORT BEACH, CA					FYTD:	$20.00
AV GRAPHICS, INC.	217258	05/13/2013	46490	PRINTING SVCS-ADMIN CITATIONS-POLICE		$2,772.04
Remit to: LOS ANGELES, CA					FYTD:	$2,772.04
AXIS APPAREL	9193	05/06/2013	04182013	YOUTH & ADULT UNIFORMS-FLAG FOOTBALL		$1,644.46

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$28,209.49
B A ELECTRIC	217314	05/20/2013	BL#23191-YR2013	REFUND OF OVERPAYMENT FOR BL#23191		$82.23
Remit to: MORENO VALLEY, CA					FYTD:	$82.23
BACHER, GRACE	217118	05/06/2013	130501	RETIREE MEDICAL MAY '13		$255.43
Remit to: HEMET, CA					FYTD:	$2,870.80
BAUTISTA, JOSEPH C.	9226	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: FONTANA, CA					FYTD:	$3,187.30
BELMUDES, DEBRA	9227	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$1,593.65
BEMUS LANDSCAPE, INC.	9302	05/13/2013	242913	LANDSCAPE MAINT-SCE/OLD LAKE DR		$16,978.63
			242916	LANDSCAPE MAINT-INDIAN/FILAREE/FAY BIKE AQDCT		
			242912	LANDSCAPE MAINT-SENIOR CNTR		
			242914	LANDSCAPE MAINT-PATRIOT PARK		
			242926	LANDSCAPE MAINT-TOWNGATE CNTR		
			242919	LANDSCAPE MAINT-VETERANS MEMORIAL		
			242915	LANDSCAPE MAINT-BAY/JFK AQDCT		
			242930	LANDSCAPE MAINT-ANIMAL SVCS		
			242929	LANDSCAPE MAINT-PSB		
			242909	LANDSCAPE MAINT-S AQDCT B		
			242922	LANDSCAPE MAINT-FORMER STARS BLDG		
			242928	LANDSCAPE MAINT-MVU SUBSTN		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
BEMUS LANDSCAPE, INC.	9302	05/13/2013	242923	LANDSCAPE MAINT-CRC		$16,978.63
			242910	LANDSCAPE MAINT-N AQDCT		
			242917	LANDSCAPE MAINT-S AQDCT A		
			242931	LANDSCAPE MAINT-CITY HALL		
			242932	LANDSCAPE MAINT-FIRE STNS		
			242911	LANDSCAPE MAINT-PAN AM/AQDCT		
			242920	LANDSCAPE MAINT-ANNEX 1		
			242927	LANDSCAPE MAINT-TOWNGATE BIKE AQDCT		
			242925	LANDSCAPE MAINT-MVU		
			242921	LANDSCAPE MAINT-CITY YARD		
			242924	LANDSCAPE MAINT-LIBRARY		
Remit to: SAN CLEMENTE, CA					FYTD:	$201,170.99
BEN CLYMER'S THE BODY SHOP MV INC	217423	05/28/2013	ACCT #01509	REFUND OVERPAYMENT OF FALSE ALARM		$41.00
Remit to: MORENO VALLEY, CA					FYTD:	$41.00
BENESYST	9303	05/13/2013	0413285	COBRA ADMIN FEE		$205.00
Remit to: MINNEAPOLIS, MN					FYTD:	$4,912.92
BENESYST	9304	05/13/2013	0413146	FSA ADMIN COSTS		$211.64
Remit to: MINNEAPOLIS, MN					FYTD:	$4,912.92
Bertha Rodriguez	217241	05/13/2013	494175	REFUND PICNIC SHELTER LESS 20%		$64.00
Remit to: MORENO VALLEY, CA					FYTD:	$64.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
BEST, BEST & KRIEGER, LLP	9194	05/06/2013	700368	LEGAL SVCS-MATTER#55416.00100		$7,006.00
			700367	LEGAL SVCS-GENERAL		
Remit to: RIVERSIDE, CA					FYTD:	$24,066.80
BEST, BEST & KRIEGER, LLP	9416	05/28/2013	702562	LEGAL SVCS-COMPTON CASE		$9,578.30
			702561	LEGAL SVCS-GEN MATTERS		
Remit to: RIVERSIDE, CA					FYTD:	$24,066.80
BESTWAY LAUNDRY SOLUTIONS, INC.	217077	05/06/2013	I260344	COMMERCIAL WASHER REPAIRS		$128.00
Remit to: CORONA, CA					FYTD:	$486.94
Betty Torrejon	217249	05/13/2013	493560	DROPPED PROGRAM		$57.60
Remit to: MORENO VALLEY, CA					FYTD:	$57.60
BMW MOTORCYCLES OF RIVERSIDE	217354	05/28/2013	6005495/1	MAINT & REPAIRS-NEW TRAFFIC MOTORCYCLES		$686.68
			6005492/1	MAINT & REPAIRS-NEW TRAFFIC MOTORCYCLES		
Remit to: RIVERSIDE, CA					FYTD:	$55,726.16
BONNIE KENNEMER	217159	05/06/2013	7011355-03	SOLAR INCENTIVE REBATE		$14,000.00
Remit to: MORENO VALLEY, CA					FYTD:	$14,000.00
BOX SPRINGS MUTUAL WATER COMPANY	217078	05/06/2013	04242013	WATER USAGE ACCOUNT 721-1 - ZONE E-1		$108.40
Remit to: MORENO VALLEY, CA					FYTD:	$559.90
BRAUN BLAISING MCLAUGHLIN	217079	05/06/2013	14617	LEGAL SVCS-MVU		$3,616.86

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
BRAUN BLAISING MCLAUGHLIN	217079	05/06/2013	14618	LEGAL SVCS-STREETLIGHT RATE CASE (CASL)		$3,616.86
Remit to: SACRAMENTO, CA					FYTD:	$59,547.60
BREITKREUZ, THOMAS F.	217119	05/06/2013	130501	JAN-MAR '13 PD MA '13		$956.19
Remit to: REDLANDS, CA					FYTD:	$3,824.76
BRODART CO.	9195	05/06/2013	B2771964	MISC BOOKS-LIBRARY		$2,010.94
			B2735107	MISC BOOKS-LIBRARY		
			B2779172	MISC BOOKS-LIBRARY		
			B2780805	MISC BOOKS-LIBRARY		
			B2782632	MISC BOOKS-LIBRARY		
			B2774161	MISC BOOKS-LIBRARY		
			B2794154	MISC BOOKS-LIBRARY		
			B2802467	MISC BOOKS-LIBRARY		
			B2786377	MISC BOOKS-LIBRARY		
			B2784617	MISC BOOKS-LIBRARY		
Remit to: WILLIAMSPORT, PA					FYTD:	$22,625.36
BUCKINGHAM, STAN	217120	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: TEMECULA, CA					FYTD:	$3,187.30
BY HIS DESIGN, INC	217080	05/06/2013	5483	SPORTS UNIFORMS		$300.00
Remit to: SAN JACINTO, CA					FYTD:	$1,412.03
C & C GRADING & PAVING, INC	9367	05/20/2013	1630-3	CONSTRUCTION CONTRACT - SIP (KENTLAND, WILSON, KINNY)		$23,137.15

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: TEMECULA, CA					FYTD:	$251,842.02
CAIN, GREGORY	9228	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: TAMPA, FL					FYTD:	$3,187.30
CALIFORNIA TRANSCRIPTION, LLC	217081	05/06/2013	1549	TRANSCRIPTION SVCS-PLANNING MTG MINUTES		$1,444.53
Remit to: MORONGO VALLEY, CA					FYTD:	$2,368.25
CALIFORNIA WATERSHED ENGINEERING CORP.	9417	05/28/2013	13710	PLAN CHECK SVCS-PWQMP		$970.25
Remit to: FULLERTON, CA					FYTD:	$19,889.25
CANNON, ANA M.	9229	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: HASLET, TX					FYTD:	$3,187.30
Career Care Institute	217219	05/13/2013	494817	DEPOSIT REFUND CRC		$500.00
Remit to: LANCASTER, CA					FYTD:	$500.00
CARTER, ROSALYN	9230	05/06/2013	130501	FEB '13, PD MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$1,912.38
CASTANEDA & ASSOCIATES	217355	05/28/2013	INV 2	PROF SVCS-FAIR HOUSING ACTION PLAN		$8,509.18
Remit to: RIVERSIDE, CA					FYTD:	$18,577.50
CEMEX	217082	05/06/2013	9425883710	PORTLAND CEMENT-MAIN/OP'S		$2,160.74
			9425821284	CONCRETE-SIDEWALK STEPS-ANNEX 1		
			9425838303	PORTLAND CEMENT-MAIN/OP'S		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
CEMEX	217082	05/06/2013	9425916173	PORTLAND CEMENT-MAIN/OP'S		$2,160.74
			9425869147	PORTLAND CEMENT-MAIN/OP'S		
Remit to: PASADENA, CA					FYTD:	$20,727.67
CHANCY, CHIZURU	217140	05/06/2013	APR-2013	INSTRUCTOR SVCS-HAWAIIAN DANCE CLASSES		$327.60
Remit to: MORENO VALLEY, CA					FYTD:	$1,984.20
CHANCY, CHIZURU	217408	05/28/2013	MAY-2013	INSTRUCTOR SVCS-HAWAIIAN DANCE CLASSES		$324.60
Remit to: MORENO VALLEY, CA					FYTD:	$1,984.20
CHANDLER ASSET MANAGEMENT, INC	9305	05/13/2013	12505	INVESTMENT MANAGEMENT SVCS-FEB13		$7,741.00
Remit to: SAN DIEGO, CA					FYTD:	$88,346.00
CHANDLER ASSET MANAGEMENT, INC	9306	05/13/2013	12822	INVESTMENT MANAGEMENT SVCS-APR13		$15,399.00
			12661	INVESTMENT MANAGEMENT SVCS-MAR13		
Remit to: SAN DIEGO, CA					FYTD:	$88,346.00
CHAPMAN, STEVE	217121	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: REDLANDS, CA					FYTD:	$3,187.30
CHAPPELL, ISAAC	9231	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
CHARLES ALM	217407	05/28/2013	321	TOWNGATE PARK CONCERT-JOSHUA TREE BAND-6/14/13		$1,000.00
Remit to: ORANGE, CA					FYTD:	$1,000.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
CHRISTOS E. GANDARA	217338	05/20/2013	MV3130226007	REFUND-CITATION OVERPAYMENT		$57.50
Remit to: RIALTO, CA					FYTD:	$57.50
CINTAS CORPORATION	9196	05/06/2013	150832738	UNIFORM RNTL SVC-CONCRETE MAINT		$631.22
			150832737	UNIFORM RNTL SVC-ST MAINT		
			150832736	UNIFORM RNTL SVC-DRAIN MAINT		
			150832735	UNIFORM RNTL SVC-ST SWEEPING		
			150832733	UNIFORM RNTL SVC-ST TREE MAINT		
			150832732	UNIFORM RNTL SVC-VEHICLE MAINT		
			150828263	UNIFORM RNTL SVC-CONCRETE MAINT		
			150828256	UNIFORM RNTL SVC-GRAFFITI RMVL		
			150823826	UNIFORM RNTL SVC-VEHICLE MAINT		
			150819292	UNIFORM RNTL SVC-PURCHASING		
			150828257	UNIFORM RNTL SVC-VEHICLE MAINT		
			150823822	UNIFORM RNTL SVC-PURCHASING		
			150823830	UNIFORM RNTL SVC-DRAIN MAINT		
			150828253	UNIFORM RNTL SVC-PURCHASING		
			150832731	UNIFORM RNTL SVC-GRAFFITI RMVL		
			150823832	UNIFORM RNTL SVC-CONCRETE MAINT		
			150832728	UNIFORM RNTL SVC-PURCHASING		
			150823825	UNIFORM RNTL SVC-GRAFFITI RMVL		
			150828262	UNIFORM RNTL SVC-ST MAINT		
			150823829	UNIFORM RNTL SVC-ST SWEEPING		
			150823827	UNIFORM RNTL SVC-ST TREE MAINT		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
CINTAS CORPORATION	9196	05/06/2013	150828261	UNIFORM RNTL SVC-DRAIN MAINT	$631.22
			150828260	UNIFORM RNTL SVC-ST SWEEPING	
			150828258	UNIFORM RNTL SVC-ST TREE MAINT	
			150823831	UNIFORM RNTL SVC-ST MAINT	
Remit to: ONTARIO, CA				FYTD:	$15,817.09
CINTAS CORPORATION	9307	05/13/2013	150837200	UNIFORM RNTL SVC-PARK MAINT	$89.70
			150837213	UNIFORM RNTL SVC-GOLF COURSE	
			150837212	UNIFORM RNTL SVC-FACILITIES	
			150837207	UNIFORM RNTL SVC-CFD #1	
Remit to: ONTARIO, CA				FYTD:	$15,817.09
CINTAS CORPORATION	9368	05/20/2013	150837206	UNIFORM RNTL SVC-ST TREE MAINT	$235.45
			150837204	UNIFORM RNTL SVC-GRAFFITI RMVL	
			150837208	UNIFORM RNTL SVC-ST SWEEPING	
			150837210	UNIFORM RNTL SVC-ST MAINT	
			150837211	UNIFORM RNTL SVC-CONCRETE MAINT	
			150837202	UNIFORM RNTL SVC-TRAFFIC SIGNAL	
			150837203	UNIFORM RNTL SVC-ST SIGNS/STRIPING	
			150837205	UNIFORM RNTL SVC-VEHICLE MAINT	
			150837209	UNIFORM RNTL SVC-DRAIN MAINT	
Remit to: ONTARIO, CA				FYTD:	$15,817.09
CINTAS CORPORATION	9418	05/28/2013	150841721	UNIFORM RNTL SVC-PARK MAINT	$286.59
			150100648	UNIFORM RNTL SVC-CFD #1	

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
CINTAS CORPORATION	9418	05/28/2013	150846190	UNIFORM RNTL SVC-FACILITIES		$286.59
			150841728	UNIFORM RNTL SVC-CFD #1		
			150100653	UNIFORM RNTL SVC-FACILITIES		
			150100654	UNIFORM RNTL SVC-GOLF COURSE		
			150100641	UNIFORM RNTL SVC-PARK MAINT		
			150841734	UNIFORM RNTL SVC-GOLF COURSE		
			150841733	UNIFORM RNTL SVC-FACILITIES		
			150846191	UNIFORM RNTL SVC-GOLF COURSE		
			150846185	UNIFORM RNTL SVC-CFD #1		
			150846178	UNIFORM RNTL SVC-PARK MAINT		
Remit to: ONTARIO, CA					FYTD:	$15,817.09
CITY OF MORENO VALLEY VEBA TRUST	9197	05/06/2013	2013-00000051	4020 - EXEC VEBA*		$7,000.00
Remit to: MORENO VALLEY, CA					FYTD:	$174,680.03
CITY OF MORENO VALLEY VEBA TRUST	9369	05/20/2013	2013-00000087	4050 - MVCEA VEBA*		$1,962.50
			130418	EXEMPT VEBA		
Remit to: MORENO VALLEY, CA					FYTD:	$174,680.03
CLS LANDSCAPE MANAGEMENT, INC	217317	05/20/2013	BL#01569-YR2013	REFUND OF OVERPAYMENT FOR BL#01569		$139.80
Remit to: CHINO, CA					FYTD:	$139.80
CNOA REGION V	217141	05/06/2013	5/9/13 TRAINING	REGISTR. FEES FOR 4 OFFICERS FOR SYNTHETIC DRUG INVESTIG. TRNG		$180.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$180.00
COLONIAL SUPPLEMENTAL INSURANCE	217206	05/13/2013	7133069-0501423	SUPPLEMENTAL INSURANCE		$6,214.34
Remit to: COLUMBIA, SC					FYTD:	$70,574.55
COMMUNITY HEALTH CHARITIES	217083	05/06/2013	2013-00000052	8725 - CH CHARITY		$94.00
Remit to: COSTA MESA, CA					FYTD:	$4,486.00
COMMUNITY HEALTH CHARITIES	217269	05/20/2013	2013-00000080	8725 - CH CHARITY		$94.00
Remit to: COSTA MESA, CA					FYTD:	$4,486.00
COMPU COM	217356	05/28/2013	61758460	TWO ADOBE PRO XI LICENSE		$691.14
			61789447	ACROBAT PRO XI LICENSE-FIRE ADMIN		
Remit to: DALLAS, TX					FYTD:	$118,895.30
CONCRETE CONNECTION, INC	217428	05/28/2013	BL#18389-YR2013	REFUND OF OVERPAYMENT FOR BL#18389		$96.00
Remit to: CHINO HILLS, CA					FYTD:	$96.00
CONTINENTAL WESTERN TRANSPORTATION	217271	05/20/2013	0104869-IN	ASPHALTIC MATERIAL-SURFACE RECYCLING-MAIN/OPS		$4,568.78
Remit to: SAN DIEGO, CA					FYTD:	$14,233.89
CORY PETERS	217237	05/13/2013	RCT#0331114	REFUND-CANCELLED CERT CLASS FOR TWO		$30.00
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$30.00
COUNSELING TEAM, THE	217084	05/06/2013	20967	EMPLOYEE COACHING-PW		$14,900.00
			20968	EMPLOYEE COACHING-ANIMAL SVCS		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: SAN BERNARDINO, CA					FYTD:	$30,500.00
COUNTRY SQUIRE ESTATES	217357	05/28/2013	MAR 2013	REFUND-UUT-EXEMPT RESIDENTS		$66.19
Remit to: ONTARIO, CA					FYTD:	$1,000.69
COUNTY OF RIVERSIDE - RMAP	217085	05/06/2013	IN0167520	ENVIRONMENTAL HEALTH PERMIT-CELEBRATION PARK		$336.00
Remit to: RIVERSIDE, CA					FYTD:	$625,364.91
COUNTY OF RIVERSIDE - RMAP	217086	05/06/2013	9990085000-1303	RADIO COMM. SERVICES FOR PD MOTORCYCLES		$983.50
Remit to: RIVERSIDE, CA					FYTD:	$625,364.91
COUNTY OF RIVERSIDE - RMAP	217142	05/06/2013	SH0000021347	LAW ENFORCEMENT SVCS/GRANT #PT1303-DISTR. DRIVING ENF.-3/20/13		$20,492.21
			SH0000021350	LAW ENFORCEMENT SVCS/GRANT #PT1303-DUI STAKEOUT OPER. 3/27/13		
			SH0000021351	LAW ENFORCEMENT SVCS/GRANT #PT1303-DISTR. DRIVING ENF.-3/28/13		
			SH0000021358	LAW ENFORCEMENT SVCS/GRANT #SC13272-DUI CHECKPOINT 3/17/13		
			SH0000021354	LAW ENFORCEMENT SVCS/GRANT #PT1303-DUI SATURATION PATROL-3/29/13		
			SH0000021355	LAW ENFORCEMENT SVCS/GRANT #PT1303-TRAFFIC ENF OPERATION-4/1/13		
			SH0000021357	LAW ENFORCEMENT SVCS/GRANT #SC13272-DUI CHECKPOINT 3/22/13		
			SH0000021346	LAW ENFORCEMENT SVCS/GRANT #PT1303-DISTR. DRIVING ENF.-3/13/13		
			SH0000021356	LAW ENFORCEMENT SVCS/GRANT #PT1303-TRAFFIC ENF OPERATION-4/2/13		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$625,364.91
COUNTY OF RIVERSIDE - RMAP	217180	05/13/2013	9990170000-1303	VPN CONNECTION FOR CODE ENFORCEMENT STAFF		$28.84
Remit to: RIVERSIDE, CA					FYTD:	$625,364.91
COUNTY OF RIVERSIDE - RMAP	217409	05/28/2013	SH0000021404	LAW ENFORCEMENT SVCS/JAG GRANT-EXTRA DUTY/RANCHO VERDE BSKTBALL		$1,020.18
			SH0000021405	LAW ENFORCEMENT SVCS/JAG GRANT-EXTRA DUTY/RANCHO VERDE CARNIVAL		
Remit to: MORENO VALLEY, CA					FYTD:	$625,364.91
COUNTY OF RIVERSIDE 1	217410	05/28/2013	PU0000002808	JANITORIAL ITEMS FOR STATION EXPLORERS		$2,493.09
Remit to: MORENO VALLEY, CA					FYTD:	$9,591.31
Crystal Turner	217250	05/13/2013	494343	REFUND PICNIC SHELTER		$124.80
Remit to: MORENO VALLEY, CA					FYTD:	$124.80
D & D SERVICES DBA D & D DISPOSAL, INC.	217272	05/20/2013	37552	DECEASED ANIMAL REMOVAL-ANIMAL SVCS		$745.00
Remit to: VALENCIA, CA					FYTD:	$8,195.00
DALE, KATHLEEN	9232	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
DANIEL BILLEN	217424	05/28/2013	1037479	REFUND - FOOD SERVICE SPACE FOR JULY 4TH		$48.00
Remit to: MURRIETA, CA					FYTD:	$48.00
DANIELLE ARIAS	217151	05/06/2013	R13-061115	AS REFUND-RABIES DEPOSIT		$20.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: LAKE ELSINORE, CA					FYTD:	$20.00
DATA TICKET, INC.	9370	05/20/2013	45644	NPDES BUSINESS INSPECTION SVCS-JAN13		$75.00
Remit to: NEWPORT BEACH, CA					FYTD:	$189,141.45
DATA TICKET, INC.	9419	05/28/2013	45587	REAL ESTATE DEMANDS-CODE-FEB13		$20,070.17
			45636	ADMIN CITATION PROCESSING-CODE-FEB13		
			45688	CITATION PROCESSING-CODE-FEB13		
			2013-0010CM	CREDIT MEMO-FTB REFUND-MVP45974		
Remit to: NEWPORT BEACH, CA					FYTD:	$189,141.45
DATAQUICK CORPORATE HEADQUARTERS	217358	05/28/2013	B1-2157352	ON-LINE SOFTWARE SUBSCRIPTION-POP UNIT		$130.50
Remit to: LOS ANGELES, CA					FYTD:	$1,435.50
DAVID MUSSER	217419	05/28/2013	MAY-2013	INSTRUCTOR SVCS-WATERCOLOR TECHNIQUE CLASS		$294.00
Remit to: MENIFEE, CA					FYTD:	$4,578.00
DAVID TURCH & ASSOCIATES	217181	05/13/2013	MAY 2013	FEDERAL LEGISLATIVE ADVOCATE SERVICES 5/1-5/31/13		$4,166.67
Remit to: WASHINGTON, DC					FYTD:	$45,833.37
DELTA DENTAL OF CALIFORNIA	9199	05/06/2013	BE000539518	EMPLOYEE DENTAL INSURANCE		$10,856.33
Remit to: SAN FRANCISCO, CA					FYTD:	$114,839.70
DELTACARE USA	217207	05/13/2013	5332184	EMPLOYEE DENTAL INSURANCE		$5,436.77
Remit to: LOS ANGELES, CA					FYTD:	$62,079.77

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
DENNIS GRUBB & ASSOCIATES, LLC	9200	05/06/2013	1186	PLAN REVIEW SVCS-FIRE PREVENTION		$5,175.00
Remit to: MIRA LOMA, CA					FYTD:	$115,065.00
DENNIS GRUBB & ASSOCIATES, LLC	9371	05/20/2013	1188	PLAN REVIEW SVCS-FIRE PREVENTION		$2,450.00
Remit to: MIRA LOMA, CA					FYTD:	$115,065.00
DEPARTMENT OF CONSUMER AFFAIRS	217359	05/28/2013	CERT 53613	CIVIL ENGINEER LICENSE RENEWAL - MARK SAMBITO		$115.00
Remit to: SACRAMENTO, CA					FYTD:	$460.00
DEPARTMENT OF CONSUMER AFFAIRS	217360	05/28/2013	CERT 59025	CIVIL ENGINEER LICENSE RENEWAL - CLEMENT JIMENEZ		$115.00
Remit to: SACRAMENTO, CA					FYTD:	$460.00
DEPARTMENT OF CONSUMER AFFAIRS	217361	05/28/2013	CERT 64747	CIVIL ENGINEER LICENSE RENEWAL - HOANG NGUYEN		$115.00
Remit to: SACRAMENTO, CA					FYTD:	$460.00
DEPARTMENT OF INDUSTRIAL RELATIONS	217273	05/20/2013	S1089751SB	EOC-CAL/OSHA-ELEVATORS		$675.00
Remit to: SAN FRANCISCO, CA					FYTD:	$4,988.96
DERRICK N. JOSEPH	217345	05/20/2013	MV2120309015	REFUND-CITATION OVERPAYMENT		$115.00
Remit to: MORENO VALLEY, CA					FYTD:	$115.00
DICK HEIL	217448	05/28/2013	REIMB.-LMV	REIMBURSE LUNCH & COFFEE EXPENSES FOR LEADERSHIP MV PROGRAM		$161.95

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: CORONA, CA					FYTD:	$161.95
DLS LANDSCAPE, INC	9420	05/28/2013	13983	LANDSCAPE MAINT-CFD #1		$12,390.00
			13984	LANDSCAPE MAINT-ZONE A		
Remit to: REDLANDS, CA					FYTD:	$136,290.00
DONALD & GUADALUPE NAF	217322	05/20/2013	CERT REFUND	REFUND FOR CANCELLED APRIL CERT CLASS		$30.00
Remit to: CHINO, CA					FYTD:	$30.00
DORY, ALLEEN F.	217122	05/06/2013	130501	RETIREE MEDICAL MAY '13		$146.32
Remit to: HEMET, CA					FYTD:	$3,060.35
DURAN, BLANCA	217412	05/28/2013	MAY-2013	INSTRUCTOR SVCS-FOLKLORIC DANCE CLASSES		$171.00
Remit to: MORENO VALLEY, CA					FYTD:	$1,620.00
DUVAL, ROBERTA	217143	05/06/2013	APR-2013	INSTRUCTOR SVCS-CPR CLASS		$648.00
Remit to: SUN CITY, CA					FYTD:	$3,343.13
DUVAL, ROBERTA	217413	05/28/2013	MAY-2013	INSTRUCTOR SVCS-CPR CLASS		$144.00
Remit to: SUN CITY, CA					FYTD:	$3,343.13
E.R. BLOCK PLUMBING & HEATING, INC.	9202	05/06/2013	111839	BACKFLOW DEVICE TEST-VRS LOCATIONS		$500.00
			112155	BACKFLOW DEVICE TEST-VRS LOCATIONS		
Remit to: RIVERSIDE, CA					FYTD:	$74,276.86
E.R. BLOCK PLUMBING & HEATING, INC.	9372	05/20/2013	112240	REPLACE 2-STOLEN BACKFLOWS-CITY YARD		$2,372.66

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$74,276.86
E.R. BLOCK PLUMBING & HEATING, INC.	9421	05/28/2013	112202	BACKFLOW DEVICE TEST-CITY HALL		$40.00
			112362	BACKFLOW DEVICE TEST-PSB		
Remit to: RIVERSIDE, CA					FYTD:	$74,276.86
EASTERN MUNICIPAL WATER DISTRICT	217087	05/06/2013	APR-13 5/6/13	WATER CHARGES		$13,824.46
Remit to: PERRIS, CA					FYTD:	$1,357,341.38
EASTERN MUNICIPAL WATER DISTRICT	217182	05/13/2013	APR-13 5/13/13	WATER CHARGES		$7,795.10
Remit to: PERRIS, CA					FYTD:	$1,357,341.38
EDGELANE MOBILE PARK	9422	05/28/2013	APR 2013	REFUND-UUT-EXEMPT RESIDENTS		$14.39
Remit to: LOS ANGELES, CA					FYTD:	$160.50
EDITH B. AYALA	217333	05/20/2013	MVP63679	REFUND-DISMISSED CITATION		$41.00
Remit to: MORENO VALLEY, CA					FYTD:	$41.00
EGGERSTEN, ANNE	217123	05/06/2013	130501	RETIREE MEDICAL MAY '13		$255.43
Remit to: RANCHO MIRAGE, CA					FYTD:	$2,879.30
EMERGENT BATTERY TECHNOLOGIES, INC.	217451	05/28/2013	18957	BATTERY BACK UP SYSTEMS		$6,879.60
Remit to: ANAHEIM, CA					FYTD:	$29,175.30
EMPIRE MOWER	217363	05/28/2013	149754	EQUIPMENT SUPPLIES-CITY PARKS		$29.70

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$29.70
EMPLOYMENT DEVELOPMENT DEPARTMENT	9358	05/03/2013	2013-00000069	CA TAX - STATE TAX WITHHOLDING*		$23.35
Remit to: Unknown, CA					FYTD:	$940,832.72
EMPLOYMENT DEVELOPMENT DEPARTMENT	9410	05/22/2013	1ST QTR 2013	UNEMPLOYMENT INSURANCE CLAIMS 1/1-3/31/13		$9,437.00
Remit to: Unknown, CA					FYTD:	$940,832.72
ENCO UTILITY SERVICES MORENO VALLEY LLC	9203	05/06/2013	0402-MF-01444A	SOLAR METER INSTALLATION-12631 MAGNOLIA DR		$2,532.00
			0402-MF-01429A R	SOLAR METER INSTALLATION-3 RESIDENCE		
Remit to: ANAHEIM, CA					FYTD:	$2,347,752.28
ERICK COOPER	217429	05/28/2013	1041053	REFUND-CONTRACT CLASS		$32.00
Remit to: MORENO VALLEY, CA					FYTD:	$32.00
EVANS ENGRAVING & AWARDS	9204	05/06/2013	41113-4	OFFICER OF THE YEAR & QTR AWARDS		$1,189.88
			41113-9	PLAQUE-VOLUNTEER OF THE YR-EMERGNY MGMNT		
			40913-3	EMPLOYEE PLAQUE-BUS SUPPORT/NEIGHBRHD		
			32220	SERVICE AWARDS-APRIL THRU JUNE-HR		
			32413-14	SERVICE AWARDS-DEC 2012 THRU MAR 2013-HR		
Remit to: MORENO VALLEY, CA					FYTD:	$2,735.72
EXCEL LANDSCAPE, INC	217364	05/28/2013	76481	LANDSCAPE MAINT-ZONE E-7		$2,802.95
			76577	LANDSCAPE MAINT ADD'L WORK-ZONE E-7		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
EXCEL LANDSCAPE, INC	217364	05/28/2013	76442	LANDSCAPE MAINT ADD'L WORK-NPDES WQB		$2,802.95
Remit to: CORONA, CA					FYTD:	$101,672.64
FALLEN OFFICERS FUND	217275	05/20/2013	CONF. REGISTR.	FEES FOR 4 OFFICERS TO ATTEND THE 2013 SO. CA. GANG CONF.		$340.00
Remit to: CHULA VISTA, CA					FYTD:	$340.00
FEENSTRA, JOHN	9233	05/06/2013	130501	RETIREE MEDICAL MAY '13		$361.25
Remit to: REDLANDS, CA					FYTD:	$3,612.50
Fidel Ruiz	217243	05/13/2013	494578	REFUND DEPOSIT SENIOR CENTER		$300.00
Remit to: MORENO VALLEY, CA					FYTD:	$300.00
FIRST AMERICAN CORE LOGIC, INC.	217088	05/06/2013	80808033	REAL QUEST ONLINE PROPERTY SEARCH-CODE		$640.00
			80808035	REAL QUEST ONLINE PROPERTY SEARCH-CODE/NP		
Remit to: DALLAS, TX					FYTD:	$7,040.00
FIRST CHOICE SERVICES	9309	05/13/2013	523392	EMPLOYEE PAID COFFEE SVC-CITY YARD		$162.89
Remit to: ONTARIO, CA					FYTD:	$7,971.92
FIRST CHOICE SERVICES	9424	05/28/2013	524839	EMPLOYEE PAID COFFEE SVC-CITY YARD		$336.07
			524837	EMPLOYEE PAID COFFEE SVC-CRC		
			524846	EMPLOYEE PAID COFFEE SVC-CITY HALL		
Remit to: ONTARIO, CA					FYTD:	$7,971.92
FITNESS 19 CA 155 11C	217276	05/20/2013	2013-00000081	8730 - GYM MEMBERSHIP*		$216.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$2,214.00
FOSTER, JAMES BARRY	217208	05/13/2013	5/19-5/22/13	TRAVEL PER DIEM-ICSC RECON CONVENTION		$248.50
Remit to: RIVERSIDE, CA					FYTD:	$474.12
FOSTER, NANCY A.	9234	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: GRASS VALLEY, CA					FYTD:	$3,187.30
FOSTER, ZACHARY F.	9235	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: GRASS VALLEY, CA					FYTD:	$2,549.84
FRANCHISE TAX BOARD	217089	05/06/2013	2013-00000053	1015 - GARNISHMENT - CREDITOR %*		$311.03
Remit to: SACRAMENTO, CA					FYTD:	$7,243.65
FRANCHISE TAX BOARD	217277	05/20/2013	2013-00000082	1015 - GARNISHMENT - CREDITOR %*		$311.03
Remit to: SACRAMENTO, CA					FYTD:	$7,243.65
Frank Ochoa	217234	05/13/2013	494342	REFUND DROPPED CLASS		$90.00
Remit to: MORENO VALLEY, CA					FYTD:	$90.00
FRANKLIN, L. C.	217414	05/28/2013	APR-13 MILEAGE	MILEAGE REIMBURSEMENT		$210.18
Remit to: PERRIS, CA					FYTD:	$1,769.93
FRAZEE INDUSTRIES, INC	217278	05/20/2013	9530501102730	CREDIT INVOICE FOR RETURNED MATERIALS		$1,462.56
			9530501102740	GRAFFITI REMOVAL PRODUCTS		
			9530501096253	GRAFFITI REMOVAL PRODUCTS		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: LOS ANGELES, CA					FYTD:	$7,977.57
FREDES PRINTING & SIGNS	217430	05/28/2013	BL#07821-YR2013	REFUND OF OVERPAYMENT FOR BL#07821		$62.20
Remit to: MORENO VALLEY, CA					FYTD:	$62.20
FRED'S GLASS & MIRROR, INC.	217090	05/06/2013	182405	WINDOW REPAIRS-MARCH FIELD COMM PARK		$285.50
			182406	WINDOW REPAIRS-MARCH FIELD COMM PARK		
Remit to: RIVERSIDE, CA					FYTD:	$2,812.75
FUSCOE ENGINEERING, INC	217365	05/28/2013	112553	PLAN CHECK SVCS-MAP FOR PM 36508		$3,058.50
Remit to: IRVINE, CA					FYTD:	$3,058.50
G/M BUSINESS INTERIORS, INC.	217183	05/13/2013	0093496-IN	DESIGN, DISASSEMBLE, RELOCATE & REBUILD FURNITURE AT ANNEX 1		$24,450.38
Remit to: RIVERSIDE, CA					FYTD:	$197,335.05
G/M BUSINESS INTERIORS, INC.	217184	05/13/2013	0093706-IN	DISASSEMBLE, REINSTALL, DESIGN & STORE FURNITURE-2ND FLR CH		$24,113.63
Remit to: RIVERSIDE, CA					FYTD:	$197,335.05
GAGATCH, HEATHER	217416	05/28/2013	6/4-6/6/13	TRAVEL PER DIEM FOR ADVANCED CPTED TRAINING		$150.00
Remit to: MORENO VALLEY, CA					FYTD:	$150.00
GALLS INC., INLAND UNIFORM	9373	05/20/2013	313321	UNIFORM REPLACEMENT-TRAFFIC UNIT		$95.03
Remit to: RIVERSIDE, CA					FYTD:	$5,033.23
GALLS INC., INLAND UNIFORM	217175	05/06/2013	280163	UNIFORMS-PARK RANGERS		$205.16

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$5,033.23
GARDNER COMPANY, INC.	217091	05/06/2013	1834	HVAC OPTIMIZATION PREV MAINT-LIBRARY		$2,750.00
			1833	HVAC OPTIMIZATION PREV MAINT-SENIOR CTR		
Remit to: MURRIETA, CA					FYTD:	$4,245.79
GARDNER COMPANY, INC.	217185	05/13/2013	52964	HVAC REPAIRS-SENIOR CTR		$945.79
Remit to: MURRIETA, CA					FYTD:	$4,245.79
GARDNER COMPANY, INC.	217366	05/28/2013	52965	HVAC REPAIRS-SENIOR CTR		$550.00
Remit to: MURRIETA, CA					FYTD:	$4,245.79
GENE ROGERS	217211	05/13/2013	SETTLEMENT	PAYMENT FOR RELEASE OF CLAIM		$1,750.00
Remit to: PEBBLE BEACH, CA					FYTD:	$1,750.00
GENERAL SECURITY SERVICES, INC.	9205	05/06/2013	171349	SECURITY SVCS-TOWNGATE-8/11/12		$1,871.48
			173550	SECURITY SVCS-SENIOR CTR-4/6/13		
			173549	SECURITY SVCS-CRC 4/1-4/4/13		
			173606	SECURITY SVCS-LIBRARY-4/13/13		
			173603	SECURITY SVCS-CRC 4/8-4/11/13		
			173604	SECURITY SVCS-SENIOR CTR-4/13/13		
			173588	SECURITY SVCS-TOWNGATE-4/13/13		
			173527	SECURITY SVCS-TOWNGATE-4/6/13		
			170496	SECURITY SVCS-CRC 4/16-4/20/12		
Remit to: WILMINGTON, CA					FYTD:	$50,492.36

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
GENERAL SECURITY SERVICES, INC.	9206	05/06/2013	170817	SECURITY SVCS-CRC SPECIAL EVENTS	$1,015.05
			172026	SECURITY SVCS-CRC 7/9-7/12/12	
			173337	SECURITY SVCS-CRC 3/11-3/14/13	
			172027	SECURITY SVCS-CRC SPECIAL EVENTS	
Remit to: WILMINGTON, CA				FYTD:	$50,492.36
GENERAL SECURITY SERVICES, INC.	9310	05/13/2013	173648	SECURITY SVCS-CRC 4/15-4/18/13	$2,299.13
			173666	SECURITY SVCS-LIBRARY-4/17>4/20/13	
			173586	RENTAL OF RADIOS & WANDS-7/4/12	
			173724	SECURITY SVCS-CRC 4/22-4/25/13	
			173723	SECURITY SVCS-CITY HALL 4/22-4/25/13	
			173664	SECURITY SVCS-CITY HALL 4/15-4/18/13	
			173704	SECURITY SVCS-TOWNGATE-4/27/13	
			173649	SECURITY SVCS-CRC SPECIAL EVENTS 4/19/13	
			173703	SECURITY SVCS-TOWNGATE-4/26/13	
Remit to: WILMINGTON, CA				FYTD:	$50,492.36
GENERAL SECURITY SERVICES, INC.	9374	05/20/2013	173725	SECURITY SVCS-MVU 4/22-4/25/13	$1,296.23
			173795	SECURITY SVCS-TOWNGATE-5/1/13	
			173801	SECURITY SVCS-CRC SPECIAL EVENTS 5/3/13	
			173812	SECURITY SVCS-CRC 4/29-5/2/13	
			173665	SECURITY SVCS-SENIOR CTR-4/20/13	
			173800	SECURITY SVCS-CRC SPECIAL EVENTS 5/4/13	

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: WILMINGTON, CA					FYTD:	$50,492.36
GENERAL SECURITY SERVICES, INC.	9425	05/28/2013	173867	SECURITY SVCS-CRC SPECIAL EVENTS 5/9 & 5/10/13		$1,457.30
			173866	SECURITY SVCS-CRC SPECIAL EVENTS 5/5/13		
			173858	SECURITY SVCS-TOWNGATE-5/11/13		
			173879	SECURITY SVCS-LIBRARY-5/11/13		
			173877	SECURITY SVCS-CITY HALL 5/6-5/9/13		
			173811	SECURITY SVCS-CITY HALL 4/29-5/2/13		
			173878	SECURITY SVCS-CRC 5/6-5/9/13		
			173813	SECURITY SVCS-LIBRARY-4/29 & 5/4/13		
Remit to: WILMINGTON, CA					FYTD:	$50,492.36
GIBBS, GIDEN, LOCHER,TURNER, SENET & WITTBRODT LLP	9426	05/28/2013	219346-002	LEGAL SERVICES - SUNNYMEAD (EXCEL)		$1,381.40
			219137-001	LEGAL SERVICES - SUNNYMEAD (EXCEL)		
Remit to: LOS ANGELES, CA					FYTD:	$209,067.50
GIL'S PLASTERING	217223	05/13/2013	BL#22089-YR2013	REFUND OF OVERPAYMENT FOR B/L #22089		$86.79
Remit to: MORENO VALLEY, CA					FYTD:	$86.79
GONZALES, DOMILENA R.	9236	05/06/2013	130501	APR '13 PD MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
GORM INC.	217367	05/28/2013	200711	JANITORIAL SUPPLIES-CITY PARKS & CFC#1 PARKS		$3,401.87
Remit to: ONTARIO, CA					FYTD:	$8,478.11

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
GOZDECKI, DAN	9375	05/20/2013	MAY-2013 YOUTH	INSTRUCTOR SVCS-KUNG FU CLASS		$513.00
			MAY-2013 ADULT	INSTRUCTOR SVCS-KUNG FU CLASS		
Remit to: MORENO VALLEY, CA					FYTD:	$5,762.40
GRAVES & KING, LLP	217186	05/13/2013	1303-0009442	LEGAL SVCS-MV1261		$1,468.66
Remit to: RIVERSIDE, CA					FYTD:	$5,082.90
GRAVES & KING, LLP	217368	05/28/2013	1302-0009442	LEGAL SVCS-MV1261		$1,078.88
Remit to: RIVERSIDE, CA					FYTD:	$5,082.90
GRESHAM SAVAGE NOLAN & TILDEN	217279	05/20/2013	263346	LEGAL SERVICES		$11,820.26
Remit to: SAN BERNARDINO, CA					FYTD:	$11,820.26
GRIFFIN, MARLENE C	9237	05/06/2013	130501	RETIREE MEDICAL MAY '13		$255.43
Remit to: GREEN VALLEY, AZ					FYTD:	$2,870.80
GUADALUPE ORTEGA	217236	05/13/2013	R13-057654	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: RIVERSIDE, CA					FYTD:	$20.00
GUARDSMARK	9207	05/06/2013	5316118	SECURITY SVCS-CITY HALL 4/7-4/13/13		$267.90
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$16,708.03
GUIDANCE SOFTWARE, INC	217187	05/13/2013	TRNG. PASSPORT	ENCASE 1YR ANNUAL TRAINING PASSPORT FOR JOHN LENTON-QUOTE 68727		$5,500.00
Remit to: PASADENA, CA					FYTD:	$10,295.82
GUIDANCE SOFTWARE, INC	217280	05/20/2013	3071683	SOFTWARE & MAINT/SUPPORT-4 NEW FORENSIC COMPUTER		$4,795.82

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: PASADENA, CA					FYTD:	$10,295.82
GUILLAN, REBECCA S.	9238	05/06/2013	130501	APR '13, PD MAY '13		$297.39
Remit to: ADVANCE, NC					FYTD:	$2,829.46
GUTIERREZ, ROBERT	9239	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: LA VERNE, CA					FYTD:	$3,187.30
HAMLIN, WILLIAM R.	9240	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: BEAUMONT, CA					FYTD:	$3,187.30
HANES, MARTIN D.	9241	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
HARDING, JOHN	217124	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: BANNING, CA					FYTD:	$3,187.30
HATFIELD, CHARLES	9242	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: LAS VEGAS, NV					FYTD:	$3,187.30
HDL/HINDERLITER DE LLAMAS & ASSOCIATES	217369	05/28/2013	0020875-IN	SALES TAX AUDIT SVCS		$920.47
Remit to: DIAMOND BAR, CA					FYTD:	$119,390.09
HEFFLEY, ROSS W.	9243	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: HEMET, CA					FYTD:	$3,187.30
Herman Savage	217244	05/13/2013	494383	REFUND JR FLAG FOOTBALL		$48.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$48.00
HERRICK, ROBERT D.	217126	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
HLP, INC.	9376	05/20/2013	7977	WEB LICENSING TRANSACTIONS (AUG/SEPT/OCT 2012)		$72.45
Remit to: LITTLETON, CO					FYTD:	$21,792.65
HLP, INC.	9429	05/28/2013	8433RV	WEB LICENSING MONTHLY SVCS-APR13		$40.25
Remit to: LITTLETON, CO					FYTD:	$21,792.65
HOLT, ANITRA N	217127	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: CLERMONT, FL					FYTD:	$1,274.92
HONDA YAMAHA OF REDLANDS	217092	05/06/2013	16500	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		$163.46
Remit to: REDLANDS, CA					FYTD:	$24,358.63
HONDA YAMAHA OF REDLANDS	217370	05/28/2013	17748	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		$1,890.78
			16822	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		
			17366	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		
			16976	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		
Remit to: REDLANDS, CA					FYTD:	$24,358.63
HOUSER, EDITH E.	217128	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
HUNSAKER & ASSOCIATES, INC.	217188	05/13/2013	13030101	PLAN CHECK SVCS-PM 36511		$6,585.90

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
HUNSAKER & ASSOCIATES, INC.	217188	05/13/2013	13010355	CONSULTING SERVICES - IRIS PAVEMENT RESURFACING		$6,585.90
			13010375	CONSULTING SERVICES, SURVEY - PERRIS BLVD. WIDENING		
			13020333	CONSULTING SERVICES, SURVEY - PERRIS BLVD. WIDENING		
Remit to: IRVINE, CA					FYTD:	$90,602.21
ICMA RETIREMENT CORP	9293	05/03/2013	2013-00000044	8030 - DEF COMP 457 - ICMA		$15,094.64
Remit to: BALTIMORE, MD					FYTD:	$231,545.24
ICMA RETIREMENT CORP	9403	05/16/2013	2013-00000076	8030 - DEF COMP 457 - ICMA		$13,707.14
Remit to: BALTIMORE, MD					FYTD:	$231,545.24
ICR DOORS	9377	05/20/2013	643	MAINT. OF TWO ROLL UP DOORS-ANNEX 1		$113.00
Remit to: UPLAND, CA					FYTD:	$7,041.97
IES COMMERCIAL, INC	217256	05/13/2013	97780	REMOVE/RELOCATE EXISTING ACCESS CONTROL SYSTEM TO ANNEX1		$6,954.29
Remit to: TEMPE, AZ					FYTD:	$20,269.22
IL SORRENTO MOBILE PARK	217371	05/28/2013	MARCH 2013	MISCELLANEOUS SERVICES		$71.01
Remit to: MORENO VALLEY, CA					FYTD:	$1,152.71
ING USA ANNUITY & LIFE INSURANCE CO.	217281	05/20/2013	2013-00000083	8792 - ING - EMPLOYEE *		$325.00
Remit to: DES MOINES, IA					FYTD:	$4,100.00
INLAND PETROLEUM EQUIPMENT & REPAIR, INC	9208	05/06/2013	316658	FUEL DISPENSERS CARB TESTING & REPAIRS-FS#65		$2,612.02
			316657	FUEL DISPENSERS CARB TESTING & REPAIRS-FS#48		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
INLAND PETROLEUM EQUIPMENT & REPAIR, INC	9208	05/06/2013	316659	FUEL DISPENSERS CARB TESTING & REPAIRS-FS#65		$2,612.02
Remit to: BLOOMINGTON, CA					FYTD:	$3,907.93
INLAND PETROLEUM EQUIPMENT & REPAIR, INC	9311	05/13/2013	316656	FUEL DISPENSERS CARB TESTING & REPAIRS-FS#2		$1,019.11
Remit to: BLOOMINGTON, CA					FYTD:	$3,907.93
INSIDE PLANTS, INC.	217189	05/13/2013	46808	INDOOR PLANT MAINT-CRC-MAY13		$320.00
Remit to: CORONA, CA					FYTD:	$3,520.00
INTERNAL REVENUE SERVICE CENTER	9359	05/09/2013	F130502	MISCELLANEOUS SERVICES		$12,982.85
Remit to: OGDEN, UT					FYTD:	$508,592.52
J D H CONTRACTING	9209	05/06/2013	041113-01	REMOVE WALL-CH COUNCIL AREA		$2,790.00
			041113-02	REPAIRS/ADJUSTMENT-PW LOBBY DOOR		
			041813-02	FABRICATE & INSTALL LIGHT COVERS-PSB		
			041813-03	RE-INSTALL LARGE CONCRETE BALL		
Remit to: RIVERSIDE, CA					FYTD:	$131,322.90
J D H CONTRACTING	9312	05/13/2013	042513-02	INSTALL 3 DRINKING FOUNTAINS-WOODLAND PARK		$9,833.00
			050613-02	REPLACED DRINKING FOUNTAIN AT SHADOW MOUNTAIN PARK		
			041813-01	FINISH OFF WALL PATCH & PAINT-F/S#65		
Remit to: RIVERSIDE, CA					FYTD:	$131,322.90
J D H CONTRACTING	9378	05/20/2013	051013-01	INSTALL 5 NEW PARKING BUMBERS-MV LIBRARY		$785.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$131,322.90
J D H CONTRACTING	9430	05/28/2013	052013-01	INSTALL ROOF ON WESTOS PARK RESTROOM		$7,785.00
Remit to: RIVERSIDE, CA					FYTD:	$131,322.90
JACK HENRY & ASSOCIATES	217093	05/06/2013	1417378	PROFIT STARS MONTHLY SERVICE FEES		$302.95
Remit to: MONETT, MO					FYTD:	$3,058.30
JAM FIRE PROTECTION, INC	217372	05/28/2013	162342	SEMI-ANNUAL INSPECTION/FM-200 PRE-ACTION FIRE SUPPRESSION		$575.00
Remit to: MONROVIA, CA					FYTD:	$575.00
JAMES D SMITH	217350	05/20/2013	REFUND CITATIONS	REFUND-CITATION OVERPYMT/MV2110428009, MV2110707014, MV210303011		$345.00
Remit to: MORENO VALLEY, CA					FYTD:	$345.00
James Harrison	217226	05/13/2013	493580	REFUND - RAIN OUT SHELTER		$80.00
Remit to: MORENO VALLEY, CA					FYTD:	$80.00
JANET LUCIANO	217433	05/28/2013	CK#193111	REISSUE UNCLAIMED CK#193111 DTD 3/5/09		$73.00
Remit to: RIVERSIDE, CA					FYTD:	$73.00
JANNEY & JANNEY ATTORNEY SVCS, INC.	217190	05/13/2013	00130433036	MONTHLY RETAINER-DELIVERY OF COURT FILINGS-MAY13		$75.00
Remit to: RIVERSIDE, CA					FYTD:	$1,540.00
JENNIFER GUTIERREZ	217225	05/13/2013	R13-061687	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
JESSICA RODRIGUEZ	217242	05/13/2013	R13-059255	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
JESUS HOLGUIN	217431	05/28/2013	1038029	REFUND - DEPOSIT FOR BALLET FOLKLORICO		$500.00
Remit to: MORENO VALLEY, CA					FYTD:	$500.00
JOE A. GONSALVES & SON	9313	05/13/2013	23586	STATE LEGISLATIVE ADVOCACY SVCS-MAY13		$3,000.00
Remit to: SACRAMENTO, CA					FYTD:	$18,000.00
JOEL MORALES	217209	05/13/2013	5/20-5/24/13	TRAVEL PER DIEM-OFFICER-INVOLVED SHOOTING & FORCE INVESTIG TRNG.		$250.00
Remit to: MORENO VALLEY, CA					FYTD:	$250.00
JOHN O'DONOHNE	217438	05/28/2013	R13-060317	AS REFUND-OVERPMT ON LICENSE		$88.00
Remit to: MORENO VALLEY, CA					FYTD:	$88.00
JOHN W. STRICKLER	9282	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: SAN BERNARDINO, CA					FYTD:	$2,868.57
JONES, SUSAN	9244	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
JORGE ALBERTO HERNANDEZ	217343	05/20/2013	MV3110621015	REFUND-CITATION OVERPAYMENT		$115.00
Remit to: BEAUMONT, CA					FYTD:	$115.00
JORRY KEITH	217145	05/06/2013	APR-2013	INSTRUCTOR SVCS-COMIC BOOK CREATION CLASS		$120.00
Remit to: FONTANA, CA					FYTD:	$984.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
JOSE BAUTISTA	217218	05/13/2013	R13-059128	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
JOSEPH SANCHEZ	217349	05/20/2013	MV2120120012	REFUND-CITATION OVERPAYMENT		$115.00
Remit to: MORENO VALLEY, CA					FYTD:	$115.00
JOSE'S MEXICAN FOOD	217227	05/13/2013	BL#10717-YR2013	REFUND OF OVERPAYMENT FOR B/L #10717		$32.83
Remit to: SAN BERNARDINO, CA					FYTD:	$32.83
JOSHUA MANJARREZ	217305	05/20/2013	5/28-5/30/13	TRAVEL PER DIEM-TRAINING/SOUTHERN CA. GANG CONFERENCE		$150.00
Remit to: MORENO VALLEY, CA					FYTD:	$325.00
JUSTIN HILL	217304	05/20/2013	5/28-5/30/13	TRAVEL PER DIEM-TRAINING/SOUTHERN CA. GANG CONFERENCE		$150.00
Remit to: MORENO VALLEY, CA					FYTD:	$375.00
KASEY RETHERFORD	217166	05/06/2013	R13-060184	AS REFUND-SN DEPOSIT		$75.00
Remit to: BANNING, CA					FYTD:	$75.00
KATRINA BERMUDEZ	217316	05/20/2013	R13-059422	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
KAYLA CLARIN	217221	05/13/2013	R13-061725	AS REFUND-ADOPT.,VACCINES,MICROCHIP,		$67.00
Remit to: RIVERSIDE, CA					FYTD:	$67.00
KENYA BURTON	217152	05/06/2013	R13-060241	AS REFUND-ADOPT,VACS,CHIP,		$87.00
Remit to: PERRIS , CA					FYTD:	$87.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
KEPLER, JANELLE	9379	05/20/2013	MAY-2013	INSTRUCTOR SVCS-CHEERLEADING CLASS		$596.40
Remit to: RIVERSIDE, CA					FYTD:	$5,194.00
KEVIN J RICHARDSON	217348	05/20/2013	MV2110922021	REFUND-CITATION OVERPAYMENT		$115.00
Remit to: MORENO VALLEY, CA					FYTD:	$115.00
KING, PATRICIA A.	217129	05/06/2013	130501	RETIREE MEDICAL MAY '13		$210.74
Remit to: LAS VEGAS, NV					FYTD:	$2,410.90
KOLB, CHARLES E.	9245	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
KOLLAR, KYLE	9246	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
KRISTEN BAUDER	217315	05/20/2013	R13-060712	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD	9210	05/06/2013	266282	LEGAL SVCS-DISSOLUTION OF REDEVT.		$3,300.60
Remit to: SACRAMENTO, CA					FYTD:	$23,170.95
KUPSAK, STEVE	9247	05/06/2013	130501	MAR '13, PD MAY '13		$318.73
Remit to: CEDAR GLEN, CA					FYTD:	$3,187.30
KYLE, GARY M.	9248	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: PRESCOTT VALLEY, AZ					FYTD:	$3,187.30

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
L&L ENVIRONMENTAL, INC	217264	05/13/2013	10.1.3950	PROFESSIONAL CONSULTANT SVCS		$1,931.06
Remit to: REDLANDS, CA					FYTD:	$1,931.06
LADY FOOT LOCKER #6515	217228	05/13/2013	BL#03807-YR2013	REFUND OF OVERPAYMENT FOR B/L #03807		$77.69
Remit to: HARRISBURG, PA					FYTD:	$77.69
LAFATA, JOSEPHINE	9249	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
LANGENDORF, BENJAMIN	9250	05/06/2013	130501	FEB-MAR' 13, PD MAY '13		$637.46
Remit to: PERRIS, CA					FYTD:	$2,804.43
LARISSA OCEGUERA	217233	05/13/2013	R13-061137	AS REFUND-SPAY/NEUTER DEPOSIT		$75.00
Remit to: RIVERSIDE, CA					FYTD:	$75.00
LATITUDE GEOGRAPHICS	217373	05/28/2013	201300369	GIS SOFTWARE & SERVICES-M4		$23,836.77
Remit to: VICTORIA, BC					FYTD:	$83,408.93
LAURA MADERAS	217230	05/13/2013	P217283	AS REFUND-RABIES DEPOSITS FOR 12 DOGS AT $20.00 EACH		$240.00
Remit to: SAN MARCOS, CA					FYTD:	$240.00
LAURA YENULONIS	217173	05/06/2013	B1300741	REFUND PERMIT FEE-CC CHARGED TWICE IN ERROR		$60.00
Remit to: COLTON, CA					FYTD:	$60.00
LAWSON PRODUCTS, INC.	9431	05/28/2013	1020128	CREDIT INVOICE FOR RETURNED MATERIALS		$152.84
			9301448215	HARDWARE & BLDG. SUPPLIES-CITY PARKS		

MV00212590

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: CHICAGO, IL					FYTD:	$1,161.73
LEAGUE OF CALIFORNIA CITIES-RIV CNTY DIV 1	217094	05/06/2013	5/13/13 GEN. MTG	COUNCIL MEMBER R. STEWART FOR ATTENDANCE OF GENERAL MEETING		$25.00
Remit to: MIRA LOMA, CA					FYTD:	$315.00
LEIGHTON CONSULTING, INC.	9398	05/20/2013	11632	CONSULTING SERVICES - SR-60/NASON OC		$17,358.87
Remit to: IRVINE, CA					FYTD:	$332,945.26
LEIVAS LIGHTING, INC	217229	05/13/2013	BL#23962-YR2013	REFUND OF OVERPAYMENT FOR B/L #23962		$64.38
Remit to: RIVERSIDE, CA					FYTD:	$64.38
LEIVAS, INC. DBA. LEIVAS LIGHTING	9314	05/13/2013	236096	LANDSCAPE LIGHTING MAINT-E1, E2, E3, E7, M		$2,820.38
			236038	LANDSCAPE LIGHTING MAINT-ZONE M		
			236039	LANDSCAPE LIGHTING MAINT-TOWNGATE		
			236040	LANDSCAPE LIGHTING MAINT-CENTERPOINTE		
			298	LANDSCAPE LIGHTING MAINT-ZONE E3		
			236042	LANDSCAPE LIGHTING MAINT-ZONE E3		
			236063	LANDSCAPE LIGHTING MAINT-ZONE E2		
			236075	LANDSCAPE LIGHTING MAINT-E1, E2, E3, E7, M		
			292	LANDSCAPE LIGHTING MAINT-ZONE E3		
			294	LANDSCAPE LIGHTING MAINT-ZONE E3		
			296	LANDSCAPE LIGHTING MAINT-ZONE E3		
Remit to: RIVERSIDE, CA					FYTD:	$5,762.64

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
LEIVAS, INC. DBA. LEIVAS LIGHTING	9432	05/28/2013	236130	LANDSCAPE LIGHTING MAINT-E1, E2, E3, E7, M		$125.00
Remit to: RIVERSIDE, CA					FYTD:	$5,762.64
LETICIA REYES	217347	05/20/2013	MVP63689	REFUND-CITATION DISMISSED		$407.50
Remit to: MIRA LOMA, CA					FYTD:	$407.50
LEWIS BRISBOIS BISGAARD & SMITH LLP	9380	05/20/2013	1166383	LEGAL SVCS-RIC533180		$4,182.70
Remit to: SAN BERNARDINO, CA					FYTD:	$8,008.79
LEWIS, CAROLYN S.	9251	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MIDLAND, TX					FYTD:	$3,187.30
LEXISNEXIS PRACTICE MGMT.	9381	05/20/2013	1304081613	ONLINE LEGAL RESEARCH TOOLS-APRIL13		$1,180.00
Remit to: LOS ANGELES, CA					FYTD:	$13,580.00
LIEBERT, CASSIDY, WHITMORE	217191	05/13/2013	163392	LEGAL SVCS/MO140-00001		$870.00
Remit to: LOS ANGELES, CA					FYTD:	$26,939.82
LIEBERT, CASSIDY, WHITMORE	217374	05/28/2013	158854	LEGAL SERVICES-MO140-00010		$2,490.50
Remit to: LOS ANGELES, CA					FYTD:	$26,939.82
LILIANA ALVARADO	217303	05/20/2013	REIMB	REIMB-TRAINING REGIS & BOOKS-HR MGT COURSE-UCR EXT		$618.48
Remit to: MORENO VALLEY, CA					FYTD:	$618.48
LINDO, HERMINA G.	9252	05/06/2013	130501	MAR '13 TRI&MED PD MAY '13		$232.24

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: TITUSVILLE, FL					FYTD:	$1,763.22
LISA TERRY	217444	05/28/2013	R13-062295	AS REFUND-LIC EH SN-SERVICE DOG NO CHRG		$6.00
Remit to: CORONA , CA					FYTD:	$6.00
LOGAN, CHARLES	9253	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: LAS VEGAS, NV					FYTD:	$3,187.30
LONGDYKE, DENNIS	9254	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: BEAUMONT, CA					FYTD:	$3,187.30
LORENA ARZATE	217215	05/13/2013	CK#190200	REISSUE UNCLAIMED CK#190200 DTD 11/13/08		$72.13
Remit to: MORENO VALLEY, CA					FYTD:	$72.13
LORENO CASTANEDA	217425	05/28/2013	1040616	REFUND - SENIOR CENTER RENTAL CONTRACT 23262		$285.00
Remit to: MORENO VALLEY, CA					FYTD:	$285.00
LORENO CASTANEDA	217426	05/28/2013	1040622	REFUND - RENTAL DEPOSIT CONTRACT 23262		$15.00
Remit to: MORENO VALLEY, CA					FYTD:	$15.00
LORENO CASTANEDA	217427	05/28/2013	1040619	MISCELLANEOUS SERVICES		$1.00
Remit to: MORENO VALLEY, CA					FYTD:	$1.00
LORI BARTIE	217217	05/13/2013	7011017-03	SOLAR INCENTIVE REBATE		$12,246.75
Remit to: MORENO VALLEY, CA					FYTD:	$12,246.75
LUMLEY, ROBERT C.	9255	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
MALCOLM SMITH MOTORCYCLES, INC.	9211	05/06/2013	100056800	PURCHASE OF NEW BOOTS FOR MOTOR OFFICERS		$351.00
Remit to: RIVERSIDE, CA					FYTD:	$36,824.15
MALCOLM SMITH MOTORCYCLES, INC.	9433	05/28/2013	100059811	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		$1,125.94
Remit to: RIVERSIDE, CA					FYTD:	$36,824.15
MARCH JOINT POWERS AUTHORITY	217095	05/06/2013	0027443	GAS CHARGES-BLDG 823-MAR13		$6.85
			0027447	GAS CHARGES-BLDG 938-MAR13		
Remit to: RIVERSIDE, CA					FYTD:	$70.62
MARIA DIAZ	217154	05/06/2013	R13-061315	AS REFUND-RAB DEP, LIC 1 SN		$35.00
Remit to: MORENO VALLEY, CA					FYTD:	$35.00
MARIA DIAZ	217319	05/20/2013	R13-061315	AS REFUND-ADOPTION,VACCINES		$51.00
Remit to: MORENO VALLEY, CA					FYTD:	$51.00
MARIA TORRES	217170	05/06/2013	1029491	REFUND FOR RENTAL DEPOSIT		$300.00
Remit to: MORENO VALLEY, CA					FYTD:	$300.00
MARILYN KOSTRY	217160	05/06/2013	R13-061287	AS REFUND-PD FOR 3YR LIC, REF 2YR		$18.00
Remit to: MORENO VALLEY, CA					FYTD:	$18.00
MARINA LANDSCAPE, INC	9212	05/06/2013	8216031301	LANDSCAPE MAINT-ZONE E-1/E-1A-ADDL WORK-MAR13		$234.21

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: ANAHEIM, CA					FYTD:	$86,665.30
MARINA LANDSCAPE, INC	9434	05/28/2013	8216041301	LANDSCAPE LIGHTING MAINT-TOWNGATE-ADDL WORK		$5,929.44
			8216041300	LANDSCAPE MAINT-ZONE E-1/E-1A-APR13		
Remit to: ANAHEIM, CA					FYTD:	$86,665.30
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	9435	05/28/2013	59505	LANDSCAPE MAINT-ZONE DSG-2 ADDL WORK-APR13		$17,887.01
			59059	LANDSCAPE MAINT-DSG 2 AREAS-ADDL WORK-FEB13		
			59494	LANDSCAPE MAINT-ZONE DSG-2 BASE-APR13		
Remit to: IRWINDALE, CA					FYTD:	$149,636.99
MARK AURE	217216	05/13/2013	R13-058628	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
MARK SPRUNT	217328	05/20/2013	1038861	REFUND FOR TOWNGATE DEPOSIT		$200.00
Remit to: MORENO VALLEY, CA					FYTD:	$200.00
Marnie Moore	217231	05/13/2013	495583	REFUND DEPOSIT - SENIOR CENTER		$300.00
Remit to: MORENO VALLEY, CA					FYTD:	$300.00
MARTHA ORTEGA	217439	05/28/2013	R13-061232	AS REFUND-ADOPTION,VACCINES,MICROCHIP		$57.00
Remit to: RIVERSIDE, CA					FYTD:	$57.00
MARTHA A. CHAVIRA	217336	05/20/2013	MV4111007005	REFUND-CITATION OVERPAYMENT		$57.00
Remit to: MORENO VALLEY, CA					FYTD:	$57.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
MARY L. BUTLER	217335	05/20/2013	MV2110729005	REFUND-CITATION OVERPAYMENT		$100.00
Remit to: MORENO VALLEY, CA					FYTD:	$100.00
MATHIS, NOLAN	9256	05/06/2013	130501	MAR '13, PD MAY '13		$298.20
Remit to: JACKSON, KY					FYTD:	$2,853.20
MATICH CORPORATION	217282	05/20/2013	157127	ASPHALTIC MATERIALS		$12,335.00
Remit to: HIGHLAND, CA					FYTD:	$59,894.88
MAXIMUS CONSULTING SERVICES, INC.	217192	05/13/2013	001	DEVELOPMENT OF FY 12/13 CAP/ICRP		$17,250.00
Remit to: RANCHO CORDOVA, CA					FYTD:	$17,250.00
MAXINOSKI, SUE A.	9257	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: AVINGER, TX					FYTD:	$3,187.30
MEEKS, DANIEL	9213	05/06/2013	042113 / 042813	SPORTS OFFICIATING SERVICES		$100.00
Remit to: PERRIS, CA					FYTD:	$1,420.00
MEGAN CONATSER	217318	05/20/2013	R13-060610	AS REFUND-SPAY/NEUTER DEPOSIT		$75.00
Remit to: MORENO VALLEY, CA					FYTD:	$75.00
MELAD & ASSOCIATES, INC	217257	05/13/2013	MV13-001	PLAN CHECK SVCS-B&S		$765.00
Remit to: HUNTINGTON BEACH, CA					FYTD:	$8,367.39
MENGISTU, YESHIALEM	217417	05/28/2013	APR-13 MILEAGE	MILEAGE REIMBURSEMENT		$167.81
Remit to: MORENO VALLEY, CA					FYTD:	$1,475.29

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
MERCHANTS LANDSCAPE SERVICES INC	9315	05/13/2013	39665	LANDSCAPE MAINT-ZONE E3 & E3A-MAR13		$11,573.86
			39716	LANDSCAPE MAINT-ZONE E3-ADDL WORK-MAR13		
Remit to: Santa Ana, CA					FYTD:	$213,644.13
MERCHANTS LANDSCAPE SERVICES INC	9436	05/28/2013	39885	LANDSCAPE MAINT-ZONE E3 & E3A-APR13		$21,732.52
			39884	LANDSCAPE MAINT-ZONE E8,E12,E14 & E15-APR13		
			40076	LANDSCAPE MAINT-ZONE E3-ADDL WORK-APR13		
			40022	LANDSCAPE MAINT-ZONE E8-ADDL WORK		
Remit to: Santa Ana, CA					FYTD:	$213,644.13
MESSIN, LOUIS	9258	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: BULLHEAD CITY, AZ					FYTD:	$3,187.30
MEYERS, NAVE, RIBACK, SILVER & WILSON	217096	05/06/2013	2013030736	LEGAL SVCS-MAR13		$7,190.93
Remit to: OAKLAND, CA					FYTD:	$125,860.62
MEYERS, NAVE, RIBACK, SILVER & WILSON	217375	05/28/2013	2013040610	LEGAL SVCS-APR13		$24,240.58
			2013040609	LEGAL SVCS-MARCH JPA		
			2013040608	LEGAL SVCS-GENERAL ATTY SVCS		
Remit to: OAKLAND, CA					FYTD:	$125,860.62
MEYERS, ROBERT	217147	05/06/2013	APR-2013	INSTRUCTOR SVCS-DRAWING FOR KIDS & PHOTOGRAPHY CLASSES		$336.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$1,626.60
MICHELE MCKAY	217162	05/06/2013	R12-056949	AS REFUND-RAB/SN DEP FR FORFEIT ACCT		$95.00
Remit to: ORANGE, CA					FYTD:	$95.00
MICHELLE GOMEZ	217320	05/20/2013	R13-061623	AS REFUND-CAT ADOPTION,VACS,CHIP		$46.00
Remit to: MORENO VALLEY, CA					FYTD:	$46.00
MICHELLE COOK	217337	05/20/2013	MV2120911035	REFUND-DISMISSED CITATION		$115.00
Remit to: PERRIS, CA					FYTD:	$115.00
Mikell Phillips	217238	05/13/2013	493985	REFUND SHELTER LESS 20%		$92.00
Remit to: MORENO VALLEY, CA					FYTD:	$92.00
MILES, ROBERT	9259	05/06/2013	130501	RETIREE MEDICAL MAY '13		$146.32
Remit to: MORENO VALLEY, CA					FYTD:	$1,861.55
MINARD, MARK E.	9260	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: REDLANDS, CA					FYTD:	$3,187.30
MIREYA GALVAN	217155	05/06/2013	1036474	REFUNDS FOR RENTALS		$200.00
Remit to: MORENO VALLEY, CA					FYTD:	$200.00
MISTRETTA, ARTHUR	9456	05/28/2013	050913	SPORTS OFFICIATING SERVICES-SOFTBALL		$60.00
Remit to: MORENO VALLEY, CA					FYTD:	$900.00
MODERN IMAGE	217435	05/28/2013	BL#04468-YR2013	REFUND OF OVERPAYMENT FOR BL#04468		$60.45

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$60.45
MOLLICA, MIKE	9261	05/06/2013	130501	RETIREE MEDICAL MAY '13		$401.42
Remit to: DUNNELLON, FL					FYTD:	$4,014.20
MONOPRICE, INC.	217376	05/28/2013	8274244	CABLING FOR EOC SURVEILLANCE SYSTEM		$2,570.42
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$2,570.42
MONTGOMERY PLUMBING INC	217097	05/06/2013	041513	PLUMBING SVCS-FS#48		$127.50
Remit to: MORENO VALLEY, CA					FYTD:	$15,323.75
MONTGOMERY PLUMBING INC	217377	05/28/2013	051413	PLUMBING SVCS-CITY HALL		$2,482.50
			042613	PLUBMING SVCS-CRC LADIES SHOWER ROOM		
			051013	PLUMBING SVCS-ANIMAL SHELTER		
			051313	PLUMBING SVCS-PSB GARBAGE DISPOSAL		
Remit to: MORENO VALLEY, CA					FYTD:	$15,323.75
MONTGOMERY, BRIDGETTE	217306	05/20/2013	5/1/13 MILEAGE	MILEAGE REIMBURSEMENT - HEALTH CARE REFORM SEMINAR		$39.55
Remit to: YUCAIPA, CA					FYTD:	$39.55
MORA, PATRICIA A.	9262	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
MORENO VALLEY CHAMBER OF COMMERCE	217307	05/20/2013	3691	WAKE-UP MEETING ATTENDANCE-4/24/13		$60.00
Remit to: MORENO VALLEY, CA					FYTD:	$20,570.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
MORENO VALLEY CITY EMPLOYEES ASSOC.	9294	05/03/2013	2013-00000045	8710 - MVCEA EMPLOYEE DUES*		$1,376.00
Remit to: MORENO VALLEY, CA					FYTD:	$33,447.00
MORENO VALLEY CITY EMPLOYEES ASSOC.	9404	05/16/2013	2013-00000077	8710 - MVCEA EMPLOYEE DUES*		$1,371.50
Remit to: MORENO VALLEY, CA					FYTD:	$33,447.00
MORENO VALLEY CITY EMPLOYEES ASSOC.	9463	05/31/2013	2013-00000102	8710 - MVCEA EMPLOYEE DUES*		$1,369.00
Remit to: MORENO VALLEY, CA					FYTD:	$33,447.00
MORENO VALLEY GATEWAY, LLC	9316	05/13/2013	2170	LEASE-T/S ANNEX-MAY13		$17,142.59
			2169	LEASE-FACILITIES ANNEX-MAY13		
			2168	LEASE-SUITES 5-9/ESA ANNEX-MAY13		
Remit to: SAN JUAN CAPISTRANO, CA					FYTD:	$188,568.49
MORENO VALLEY GATEWAY, LLC	9437	05/28/2013	2172	LEASE-T/S ANNEX-JUNE13		$17,142.59
			2171	LEASE-FACILITIES ANNEX-JUNE13		
			2173	LEASE-SUITES 5-9/ESA ANNEX-JUN13		
Remit to: SAN JUAN CAPISTRANO, CA					FYTD:	$188,568.49
MORENO VALLEY HISPANIC CHAMBER OF COMMER	217418	05/28/2013	05132013	ADELANTE MEETINGS-2/5/13 & 3/5/13		$80.00
			5/7/13 ADELANTE	ADELANTE MEETING ATTENDANCE		
Remit to: MORENO VALLEY, CA					FYTD:	$7,040.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
MORENO VALLEY HISPANIC CHAMBER OF COMMERCE	217436	05/28/2013	RCT#328754	REFUND-RENTAL DEPOSIT-MOBILE STAGE UNIT	$100.00
Remit to: MORE, CA				FYTD:	$100.00
MORENO VALLEY UTILITY	217378	05/28/2013	7013411-01/APR13	ELECTRICITY-UTILITY FIELD OFFICE	$99.05
Remit to: HEMET, CA				FYTD:	$718,121.58
MORENO, MARIO	217308	05/20/2013	5/28-5/30/13	TRAVEL PER DIEM-TRAINING/SOUTHERN CA. GANG CONFERENCE	$150.00
Remit to: MORENO VALLEY, CA				FYTD:	$275.00
MORGAN, LISA A.	9263	05/06/2013	130501	RETIREE MEDICAL MAY '13	$318.73
Remit to: MENTONE, CA				FYTD:	$3,187.30
MR. CLEAN MAINTENANCE SYSTEMS	217260	05/13/2013	9952	WOODFLOOR SAND AND FINISH-CRC DANCE ROOM FLOOR	$5,400.00
Remit to: COLTON, CA				FYTD:	$7,006.00
MTGL, INC	217262	05/13/2013	0044051	CONSULTING SERVICES, GEOTECHNICAL - CITYWIDE PAVEMENT RESURFACIN	$17,615.00
			0044050	CONSULTING SERVICES, GEOTECHNICAL - ALESSANDRO IMPROVEMENT	
			0043098	CONSULTING SERVICES, GEOTECHNICAL - SUNNYMEAD RANCH PARKWAY	
			0043099	CONSULTING SERVICES, GEOTECHNICAL - ALESSANDRO IIMPROVEMENT	
Remit to: ANAHEIM, CA				FYTD:	$17,615.00
MUSICSTAR	217309	05/20/2013	MAY-2013	INSTRUCTOR SVCS-GUITAR, MUSICSTAR KIDZ, & PIANO FOR KIDS CLASSES	$853.20

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$7,183.80
NATIONWIDE RETIREMENT SOLUTIONS CP	9296	05/03/2013	2013-00000048	8020 - DEF COMP PST - NATIONWIDE		$2,852.30
Remit to: COLUMBUS, OH					FYTD:	$675,276.51
NATIONWIDE RETIREMENT SOLUTIONS CP	9402	05/16/2013	2013-00000075	8020 - DEF COMP PST - NATIONWIDE*		$2,543.67
Remit to: COLUMBUS, OH					FYTD:	$675,276.51
NATIONWIDE RETIREMENT SOLUTIONS CP	9464	05/31/2013	2013-00000103	8020 - DEF COMP PST - NATIONWIDE*		$2,688.56
Remit to: COLUMBUS, OH					FYTD:	$675,276.51
NATIONWIDE RETIREMENT SOLUTIONS CP	9466	05/31/2013	2013-00000105	8210 - 401(A) 3% DM - NATIONWIDE*		$1,321.58
Remit to: COLUMBUS, OH					FYTD:	$675,276.51
NAVARRETTE, RALPH	9264	05/06/2013	130501	RETIREE MEDICAL MAY '13		$146.32
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$1,861.55
NEIGHBORHOOD SMOKE	217232	05/13/2013	BL#23064-YR2013	REFUND OF OVERPAYMENT FOR B/L #23064		$97.95
Remit to: MORENO VALLEY, CA					FYTD:	$97.95
NELSON, MICHELE	217210	05/13/2013	5/13-5/24/13	TRAVEL PER DIEM-ICE HOMICIDE & DEATH INVESTIGATION TRNG COURSE		$400.00
Remit to: MORENO VALLEY, CA					FYTD:	$650.00
NELSON, ROBERT	9265	05/06/2013	130501	RETIREE MEDICAL MAY '13		$255.43

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: ONTARIO, CA					FYTD:	$2,879.30
NELSON, RUTH L.	9266	05/06/2013	130501	RETIREE MEDICAL MAY '13		$173.37
Remit to: PERRIS, CA					FYTD:	$1,695.90
NEUSTAEDTER, CRAIG S	217130	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: IRVINE, CA					FYTD:	$3,187.30
NEW HORIZON MOBILE HOME PARK	9438	05/28/2013	MARCH 2013 a	REFUND UTILITY USER TAXES FOR EXEMPT RESIDENTS		$12.36
Remit to: LOS ANGELES, CA					FYTD:	$109.39
NEW WORLD SYSTEMS, CORP	9214	05/06/2013	027288	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT		$4,527.93
			027240	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT		
			027461	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT		
Remit to: TROY, MI					FYTD:	$221,972.71
NEW WORLD SYSTEMS, CORP	9317	05/13/2013	027605	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT		$2,198.84
			027537	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT		
Remit to: TROY, MI					FYTD:	$221,972.71
NEW WORLD SYSTEMS, CORP	9439	05/28/2013	027906	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT		$1,385.60
Remit to: TROY, MI					FYTD:	$221,972.71
NEXUS IS, INC.	9382	05/20/2013	JC627950	CISCO SWITCHES FOR ANNEX 1		$14,490.83
Remit to: VALENCIA, CA					FYTD:	$97,802.52

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
NGUYEN, QUANG	9383	05/20/2013	MAR-APR 2013	MILEAGE REIMBURSEMENT		$87.01
Remit to: AZUSA, CA					FYTD:	$641.54
NIEBURGER, JUDITH A.	217131	05/06/2013	130501	RETIREE MEDICAL MAY '13		$401.42
Remit to: MORENO VALLEY, CA					FYTD:	$4,014.20
NINYO & MOORE GEOTECHNICAL	9440	05/28/2013	172493	CONSULTING SEVICES, GEOTECHNICAL - SR-60/MB PH I		$20,885.75
Remit to: SAN DIEGO, CA					FYTD:	$107,902.25
NORMAN A. TRAUB ASSOCIATES	9318	05/13/2013	13036SR.1	INVESTIGATION SERVICES		$503.55
Remit to: YORBA LINDA, CA					FYTD:	$22,221.30
OAKLEY SALES CORP	217379	05/28/2013	724056390	SAFETY EYE WEAR FOR PD MOTOR OFFICER		$82.58
Remit to: LOS ANGELES, CA					FYTD:	$1,468.31
OASIS COMMUNITY CHURCH	217323	05/20/2013	P10-020	RELEASE OF GRADING AND EROSION CONTROL DEPOSIT		$7,900.00
Remit to: MORENO VALLEY, CA					FYTD:	$7,900.00
OLEG REUT	217326	05/20/2013	PA13-0010	80% REFUND FOR WITHDRAWN PLANNING APPLICATION		$2,428.80
Remit to: TARZANA, CA					FYTD:	$2,428.80
OPTUS, INC	217284	05/20/2013	TQI191265	NEC IP SIP D-TERM TELEPHONES		$3,900.96
Remit to: JONESBORO, AZ					FYTD:	$43,660.71
ORIGINAL SUNNYMEAD BURGERS	217235	05/13/2013	BL#17890-YR2013	REFUND OF OVERPAYMENT FOR B/L #17890		$92.00
Remit to: MORENO VALLEY, CA					FYTD:	$92.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
ORROCK, POPKA, FORTINO & BRISLIN	9319	05/13/2013	90-035Z STMT 6	LEGAL DEFENSE COSTS - V. GOODWIN		$72.00
Remit to: RIVERSIDE, CA					FYTD:	$16,243.13
ORROCK, POPKA, FORTINO & BRISLIN	9384	05/20/2013	90-035M STMT 5	LEGAL DEFENSE COSTS - V. GOODWIN		$1,692.00
			90-036M STMT 1	LEGAL DEFENSE COSTS - P. O'DANE CLAIM		
			90-036M STMT 2	LEGAL DEFENSE COSTS - P. O'DANE CLAIM		
Remit to: RIVERSIDE, CA					FYTD:	$16,243.13
PACIFIC SAFETY CENTER	9320	05/13/2013	69482	CONFINED SPACE TRAINING CLASS - 12/6/12		$1,950.00
Remit to: SAN DIEGO, CA					FYTD:	$1,950.00
PACIFIC TELEMANAGEMENT SERVICES	9321	05/13/2013	523833	PAYPHONE SERVICES		$313.20
			523833 a	PAYPHONE SERVICES		
Remit to: SAN RAMON, CA					FYTD:	$3,507.84
PAINTING BY ZEB BODE	9322	05/13/2013	132804	PAINTING OF ABOVE GROUND FUEL STORAGE TANKS-FIRE ST.# 2, 48 & 91		$2,600.00
Remit to: NORCO, CA					FYTD:	$45,663.00
PARADIGM ENERGY CONSULTING	9385	05/20/2013	MVU-04-2013	CONSULTING SERVICES RE: MV UTILITY 10-YR RESOURCE PLAN		$1,400.00
Remit to: SACRAMENTO, CA					FYTD:	$17,200.00
PATTERSON, ALFREY	217132	05/06/2013	130501	RETIREE MEDICAL MAY '13		$146.32
Remit to: MORENO VALLEY, CA					FYTD:	$1,861.55

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
PEDLEY SQUARE VETERINARY CLINIC	9442	05/28/2013	MAR-2013	VETERINARY SERVICES FOR MV ANIMAL SHELTER		$9,593.00
Remit to: RIVERSIDE, CA					FYTD:	$67,278.25
PERRY, NORMA	9267	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: LOCKEFORD, CA					FYTD:	$3,187.30
PERS LONG TERM CARE PROGRAM	217098	05/06/2013	2013-00000054	4720 - PERS LONG TERM CARE		$458.63
Remit to: PASADENA, CA					FYTD:	$10,548.49
PERS LONG TERM CARE PROGRAM	217285	05/20/2013	2013-00000084	4720 - PERS LONG TERM CARE		$458.63
Remit to: PASADENA, CA					FYTD:	$10,548.49
PERS RETIREMENT	9362	05/07/2013	P130412b	PERS RETIREMENT CLASSIC		$465.72
Remit to: SACRAMENTO, CA					FYTD:	$5,596,057.52
PERS RETIREMENT	9407	05/10/2013	P130426a	PERS RETIREMENT - CLASSIC		$9,014.19
Remit to: SACRAMENTO, CA					FYTD:	$5,596,057.52
PERS RETIREMENT	9408	05/10/2013	P130426b	PERS RETIREMENT - PEPRA		$1,623.15
Remit to: SACRAMENTO, CA					FYTD:	$5,596,057.52
PIP PRINTING	9443	05/28/2013	53691	POSTCARD PRINTING WITH MAILING SERVICES		$3,301.21
Remit to: MORENO VALLEY, CA					FYTD:	$10,449.25
POUNDS, NANCY	9268	05/06/2013	130501	APR '13, PD MAY '13		$318.73

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: BOISE, ID					FYTD:	$2,868.57
PRETZELMAKER	217239	05/13/2013	BL#22776-YR2013	REFUND OF OVERPAYMENT FOR B/L #22776		$80.28
Remit to: MORENO VALLEY, CA					FYTD:	$80.28
PRICE, GEORGE E.	9269	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
PROFESSIONAL COMMUNICATIONS NETWORK PCN	217380	05/28/2013	130500452	LIVE ANSWERING SERVICE FOR TOW PROGRAM		$1,063.45
			130400445	LIVE ANSWERING SERVICE FOR TOW PROGRAM		
Remit to: RIVERSIDE, CA					FYTD:	$6,024.45
PULLIAM, TRENT D.	9270	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MISSION VIEJO, CA					FYTD:	$3,187.30
PYRO SPECTACULARS, INC.	217383	05/28/2013	50271	DEPOSIT FOR JULY 4, 2013 FIREWORKS DISPLAY		$15,000.00
Remit to: RIALTO, CA					FYTD:	$30,000.00
QUALITY BOOKS, INC.	217099	05/06/2013	169284	CHILDREN'S ENGLISH LANGUAGE SRP BOOKS FOR LIBRARY		$631.46
			169285	CHILDREN'S SPANISH LANGUAGE SRP BOOKS FOR LIBRARY		
Remit to: OREGON, IL					FYTD:	$631.46
QUALITY CODE PUBLISHING, LLC	9323	05/13/2013	2013-152	SUPPLEMENT SERVICE TO THE MV MUNICIPAL CODE		$1,604.32
Remit to: SEATTLE, WA					FYTD:	$4,720.95
RAINBOW BOOK COMPANY	217100	05/06/2013	0101878	ENGLISH LANGUAGE CHILDREN'S BOOKS FOR LIBRARY		$2,946.41

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
RAINBOW BOOK COMPANY	217100	05/06/2013	0101879	SPANISH LANGUAGE CHILDREN'S BOOKS FOR LIBRARY		$2,946.41
Remit to: LAKE ZURICH, IL					FYTD:	$2,946.41
RAQUEL CERVANTES	217220	05/13/2013	R13-059476	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
RASMUSSEN BROTHERS CONSTRUCTION	217286	05/20/2013	MVPD MR 3 Ret	CONSTRUCTION CONTRACT - MVPD MONITOR ROOM		$10,200.05
			MVPD 4 Retention	CONSTRUCTION CONTRACT - MVPD TRAFFIC DIV. OFFICE		
Remit to: FALLBROOK, CA					FYTD:	$251,330.57
RAY VASQUES CERAMIC TILE CONTRACTOR	217441	05/28/2013	BL#15242-YR2013	REFUND OF OVERPAYMENT FOR BL#15242		$54.00
Remit to: MORENO VALLEY, CA					FYTD:	$54.00
RAY-RAMIREZ, DARCY L.	217133	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: RIVERSIDE, CA					FYTD:	$3,187.30
RAYS BARBER & BEAUTY SALON	217325	05/20/2013	BL#05552-YR2013	REFUND OF OVERPAYMENT FOR BL#05552		$60.50
Remit to: MORENO VALLEY, CA					FYTD:	$60.50
RBF CONSULTING, INC.	9444	05/28/2013	847504	CONSULTING SVCS-IS/MND FOR ALESSANDRO BLVD CORRIDOR IMPLEMENTAT.		$6,158.50
			842612	CONSULTING SERVICES, ENGINEERING - CACTUS/NASON		
Remit to: IRVINE, CA					FYTD:	$90,536.38
RDO EQUIPMENT CO, INC	217101	05/06/2013	P51472	FRONT DIFFERENTIAL ASSEMBLY & PLUG FOR BACKHOE		$8,598.28

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$8,598.28
REEIS CA, INC	217442	05/28/2013	BL#26211-YR2013	REFUND OF OVERPAYMENT FOR BL#26211		$73.74
Remit to: RIVERSIDE, CA					FYTD:	$73.74
Regina Yanez	217255	05/13/2013	493872	REFUND PICNIC SHELTER		$37.00
Remit to: MORENO VALLEY, CA					FYTD:	$37.00
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	9325	05/13/2013	10961174	LINEN RENTAL FOR CRC		$25.00
Remit to: LOS ANGELES, CA					FYTD:	$1,670.43
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	9386	05/20/2013	10892047	LINEN RENTAL FOR CRC		$260.82
			10967913	LINEN RENTAL FOR CRC		
			S220571	LINENS FOR SPECIAL EVENTS AT CRC		
			10898400	LINEN RENTAL FOR CRC		
			10973878	LINEN RENTAL FOR CRC		
			S197511	LINENS FOR SPECIAL EVENTS AT CRC		
			10809921	LINEN RENTAL FOR CRC		
			10879365	LINEN RENTAL FOR CRC		
			10854952	LINEN RENTAL FOR CRC		
Remit to: LOS ANGELES, CA					FYTD:	$1,670.43
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	9445	05/28/2013	10979822	LINEN RENTAL FOR CRC		$89.00
			S224315	LINENS FOR SPECIAL EVENTS AT CRC		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: LOS ANGELES, CA					FYTD:	$1,670.43
RHA LANDSCAPE ARCHITECTS-PLANNERS	217385	05/28/2013	0413024	SHADOW MOUNTAIN PARK RAMP MODIFICATION DESIGN SERVICES		$1,600.00
Remit to: RIVERSIDE, CA					FYTD:	$3,430.00
RICHARD DIXON	217310	05/20/2013	5/28-5/30/13	TRAVEL PER DIEM-TRAINING/SOUTHERN CA. GANG CONFERENCE		$150.00
Remit to: MORENO VALLEY, CA					FYTD:	$325.00
RICHARD YOUNG	217313	05/20/2013	304	GOLD RUSH COUNTRY BAND-5/31/13 CONCERT AT TOWNGATE PARK		$1,500.00
Remit to: LOS ANGELES, CA					FYTD:	$1,500.00
RICK HARTMANN	217125	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: SAN DIMAS, CA					FYTD:	$2,549.84
RIGHTWAY SITE SERVICES, INC.	217287	05/20/2013	723368	PORTABLE RESTROOM-COTTONWOOD GOLF COURSE		$476.34
			723458	PORTABLE TOILET ON WHEELS/SERVICE FOR M&O DIV.		
			723369	PORTABLE RESTROOMS-EQUESTRIAN CENTER		
Remit to: LAKE ELSINORE, CA					FYTD:	$5,672.51
RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT)	217102	05/06/2013	9990023000-1303	800-MHZ RADIO MONTHLY LEASE		$189.90
Remit to: RIVERSIDE, CA					FYTD:	$23,680.07
RIVERSIDE COUNTY SHERIFF CIVIL DIVISION-WEST	217103	05/06/2013	2013-00000055	1015 - GARNISHMENT - CREDITOR %		$158.43

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$6,035.82
RIVERSIDE COUNTY SHERIFF CIVIL DIVISION-WEST	217288	05/20/2013	2013-00000085	1015 - GARNISHMENT - CREDITOR %		$156.56
Remit to: RIVERSIDE, CA					FYTD:	$6,035.82
RLZ ENGINEERING	9216	05/06/2013	413	CONSULTING SERVICES, ENGINEERING		$5,812.50
Remit to: CORONA, CA					FYTD:	$5,812.50
RODERICK AND ASSOCIATES PROPERTY MANAGEMENT	217240	05/13/2013	BL#16760-YR2013	REFUND OF OVERPAYMENT FOR B/L #16760		$74.26
Remit to: MORENO VALLEY, CA					FYTD:	$74.26
ROGERS, EUGENE	9271	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: PEBBLE BEACH, CA					FYTD:	$3,187.30
RONALD GONZALES	217224	05/13/2013	R13-061316	AS REFUND-TRAP DEPOSIT		$50.00
Remit to: RIVERSIDE, CA					FYTD:	$50.00
ROSA ORELLANA	217165	05/06/2013	1036469	REFUNDS FOR RENTALS		$200.00
Remit to: MORENO VALLEY, CA					FYTD:	$200.00
ROSE GONZALEZ	217341	05/20/2013	MV3130314005	REFUND-CITATION OVERPAYMENT		$57.50
Remit to: OXNARD, CA					FYTD:	$57.50
ROSS, DAVID T.	9272	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
ROSSON, LOUIS A.	9341	05/13/2013	130501A	MAY '13 RETIREE MED REIMBURSEMENT		$269.87
			130501	MAY '13 RETIREE MED REIMBURSEMENT		
Remit to: PERRIS, CA					FYTD:	$2,749.84
ROTO-ROOTER PLUMBERS	9326	05/13/2013	IE242258	PLUMBING REPAIR-MAIN LINE CLEARED AT WESTON PARK		$205.00
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$929.23
ROTO-ROOTER PLUMBERS	9387	05/20/2013	IE242267	PLUMBING REPAIR-2" LINES CLEARED AT MORRISON PARK		$160.87
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$929.23
RUDY MOLINA	217163	05/06/2013	1036422	REFUNDS FOR RENTALS		$750.00
Remit to: MORENO VALLEY, CA					FYTD:	$750.00
RUSSO, JOHN	9273	05/06/2013	130501	RETIREE MEDICAL MAY '13		$146.32
Remit to: RANCHO MIRAGE, CA					FYTD:	$1,861.55
RUTH CASALES	217153	05/06/2013	R12-056984	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
SA ASSOCIATES	9217	05/06/2013	79	CONSULTING SERVICES, ENGINEERING		$4,350.00
Remit to: ARCADIA, CA					FYTD:	$107,775.00
SABRE LIGHTING AND SIGNS	217193	05/13/2013	5231	VINYL LETTERING FOR VARIOUS DOOR SIGNAGE AT ANNEX 1		$130.00
Remit to: MORENO VALLEY, CA					FYTD:	$6,578.70
SABRE LIGHTING AND SIGNS	217289	05/20/2013	5230	MV ELECTRIC UTILITY SIGN FOR NEW BLDG.-LETTERS, LOGO & INSTALL		$1,147.91

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$6,578.70
SAFEWAY SIGN CO.	9388	05/20/2013	93686	TRAFFIC SIGNS, POSTS, HARDWARE		$267.30
Remit to: ADELANTO, CA					FYTD:	$20,141.63
Sanath Siriwardena	217245	05/13/2013	493950	REFUND GUITAR CLASS CANCELLED		$61.00
Remit to: MORENO VALLEY, CA					FYTD:	$61.00
SANDRA THER	217445	05/28/2013	R13-059258	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY , CA					FYTD:	$20.00
SANDRA JO GIL	217340	05/20/2013	MV4130325015	REFUND-CITATION OVERPAYMENT		$57.50
Remit to: MORENO VALLEY, CA					FYTD:	$57.50
SARAH HAYES	217158	05/06/2013	1034817	REFUND FOR TOWNGATE DEPOSIT		$200.00
Remit to: MORENO VALLEY, CA					FYTD:	$200.00
SARAH ORTIZ	217324	05/20/2013	R13-061851	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MENIFEE, CA					FYTD:	$20.00
SCHIEFELBEIN, LORI C.	217134	05/06/2013	130501	APR '13, PD MAY '13		$318.73
Remit to: BULLHEAD CITY, AZ					FYTD:	$16,552.30
SCHIEFELBEIN, LORI C.	217386	05/28/2013	APR 2013	CONSULTANT SVCS-ROTATIONAL TOW PROGRAM		$1,058.75
Remit to: BULLHEAD CITY, AZ					FYTD:	$16,552.30
SCHUMAN, MICHAEL	9274	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$3,187.30
SCMAF - INLAND VALLEY	217104	05/06/2013	2013-7	YOUTH BASKETBALL ENTRY FEES		$525.00
Remit to: EL MONTE, CA					FYTD:	$790.00
SCMAF - INLAND VALLEY	217194	05/13/2013	1355	2013 YOUTH BASKETBALL FINALS FEES		$125.00
Remit to: EL MONTE, CA					FYTD:	$790.00
SECTRAN SECURITY, INC	217290	05/20/2013	13050632 - ENT	ARMORED TRANSPORT SERVICES-MV UTILITY		$477.00
			13050632 - CH	ARMORED TRANSPORT SERVICES-CITY HALL		
			13050632 - PR	ARMORED TRANSPORT SERVICES-PARKS & COMM. SVCS		
Remit to: LOS ANGELES, CA					FYTD:	$5,247.00
SECURITY AND COMMUNICATIONS CONSULTING	9389	05/20/2013	03113	CONSULTING SVCS-CITYWIDE CAMERA SURVEILLANCE SYSTEM/MAR. 2013		$11,677.60
Remit to: CLOVIS, CA					FYTD:	$62,052.40
SECURITY LOCK & KEY	9327	05/13/2013	25672	LOCK CYLINDER CHANGE & DUPLICATE KEYS		$69.27
Remit to: YUCAIPA, CA					FYTD:	$15,635.04
SECURITY LOCK & KEY	9390	05/20/2013	25900	REPAIR OF LOCK ON FIRE SAFE CABINETS-WO#13-0595		$93.42
Remit to: YUCAIPA, CA					FYTD:	$15,635.04
SHALANA GREY	217156	05/06/2013	R13-060176	AS REFUND-SPAY/NEUTER DEPOSIT		$75.00
Remit to: HAWTHORNE, CA					FYTD:	$75.00
SHARON GREY	217157	05/06/2013	R13-060180	AS REFUND-SPAY/NEUTER DEPOSIT		$75.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$75.00
SHARRETT, SHARON K.	9275	05/06/2013	130501	RETIREE MEDICAL MAY '13		$173.37
Remit to: ONTARIO, CA					FYTD:	$1,695.90
SHAWNA HAMON	217321	05/20/2013	R13-061019	AS REFUND-SPAY/NEUTER DEPOSIT		$75.00
Remit to: RIVERSIDE, CA					FYTD:	$75.00
SHEILA BAGGETT	217334	05/20/2013	MV3130326027	REFUND-CITATION OVERPAYMENT		$18.00
Remit to: MORENO VALLEY, CA					FYTD:	$18.00
SHELDON, STUART H.	217135	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MURRIETA, CA					FYTD:	$3,187.30
SHELL OIL CO.	217387	05/28/2013	065124489305	FUEL PURCHASES-PD MOTORCYCLES		$1,894.50
Remit to: COLUMBUS, OH					FYTD:	$20,413.06
SHERRI MILLIGAN	217434	05/28/2013	1037598	REFUND - CANCELLATION BY CLIENT		$29.60
Remit to: MORENO VALLEY, CA					FYTD:	$29.60
SILICON FORENSICS, INC	217452	05/28/2013	101872	FORENSIC COMPUTER WORKSTATION		$4,638.60
Remit to: POMONA, CA					FYTD:	$4,638.60
SILVERIA GARCIA	217339	05/20/2013	MV99478	REFUND-CITATION OVERPAYMENT		$407.50
Remit to: MORENO VALLEY, CA					FYTD:	$407.50
SKECHERS	217327	05/20/2013	7013669-01/APR13	SOLAR INCENTIVE REBATE		$6,207.65

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$6,207.65
SKY PUBLISHING	217105	05/06/2013	13_3_318	1/2 PAGE SHOP MOVAL ADVERTISEMENT/MAY 2-4 ISSUE		$857.00
Remit to: MORENO VALLEY, CA					FYTD:	$59,519.00
SKY PUBLISHING	217195	05/13/2013	13_3_145	FULL PAGE AD FOR USED OIL FILTER RECYCLING & EXCHANGE EVENT		$2,325.00
			13_3_146	1/2 PAGE AD FOR USED OIL RECYCLING LOCATIONS		
Remit to: MORENO VALLEY, CA					FYTD:	$59,519.00
SKY TRAILS MOBILE VILLAGE	9446	05/28/2013	APRIL 2013	REFUND UTILITY USER TAXES FOR EXEMPT RESIDENTS		$47.40
Remit to: LOS ANGELES, CA					FYTD:	$465.38
SLAGERMAN, SUSAN A.	9276	05/06/2013	130501	MAR' 13, PD MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
SMITH, MARIA A.	9277	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
SOCO GROUP, INC	9218	05/06/2013	692814	FUEL FOR CITY VEHICLES & EQUIPMENT		$15,764.99
			693506	FUEL FOR CITY VEHICLES & EQUIPMENT		
Remit to: PERRIS, CA					FYTD:	$317,670.41
SOSA, HUGO	9457	05/28/2013	MAY-2013	INSTRUCTOR SVCS-TRADITIONAL KARATEDO CLASS		$270.00
Remit to: ELK GROVE, CA					FYTD:	$1,380.00
SOSA, HUGO	217261	05/13/2013	FEB-2013	INSTRUCTOR SVCS-TRADITIONAL KARATEDO CLASS		$420.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
SOSA, HUGO	217261	05/13/2013	MAR-2013	INSTRUCTOR SVCS-TRADITIONAL KARATEDO CLASS		$420.00
			APR-2013	INSTRUCTOR SVCS-TRADITIONAL KARATEDO CLASS		
Remit to: ELK GROVE, CA					FYTD:	$1,380.00
SOUTH COAST AIR QUALITY MGMT DISTRICT	217388	05/28/2013	2595776	AQMD "HOT SPOTS" PROGRAM FEE-JULY 2012 TO JUNE 2013		$116.61
Remit to: DIAMOND BAR, CA					FYTD:	$3,879.54
SOUTH COAST AIR QUALITY MGMT DISTRICT	217421	05/28/2013	FORM 222-B	APPLICATION FOR RULE 222 - BOILER/HEATER		$173.56
Remit to: DIAMOND BAR, CA					FYTD:	$3,879.54
SOUTHBOUND AND COMPANY	217148	05/06/2013	320	SOUTHBOUND AND COMPANY BAND-5/17/13 CONCERT AT TOWNGATE PARK		$1,000.00
Remit to: RIVERSIDE, CA					FYTD:	$1,000.00
SOUTHERN CALIFORNIA EDISON 1	217106	05/06/2013	APR-13 5/6/13	ELECTRICITY		$5,424.75
Remit to: ROSEMEAD, CA					FYTD:	$2,913,589.27
SOUTHERN CALIFORNIA EDISON 1	217196	05/13/2013	APR-13 5/13/13	ELECTRICITY		$19,644.07
Remit to: ROSEMEAD, CA					FYTD:	$2,913,589.27
SOUTHERN CALIFORNIA EDISON 1	217292	05/20/2013	7500265388	RELIABILITY SERVICE-DLAP_SCE_SEES_HV		$216.86
Remit to: ROSEMEAD, CA					FYTD:	$2,913,589.27
SOUTHERN CALIFORNIA EDISON 1	217389	05/28/2013	APR-13 5/28/13	ELECTRICITY		$16,677.87
			MAY-13 5/28/13	ELECTRICITY		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: ROSEMEAD, CA					FYTD:	$2,913,589.27
SOUTHERN CALIFORNIA GAS CO.	217293	05/20/2013	APR-2013	GAS CHARGES		$4,227.10
Remit to: MONTEREY PARK, CA					FYTD:	$59,146.79
SOUTHERN CALIFORNIA GAS CO.	217390	05/28/2013	17826018594 5/20	GAS CHARGES-ANNEX BLDG 1		$146.19
Remit to: MONTEREY PARK, CA					FYTD:	$59,146.79
SPARKLETTS	217197	05/13/2013	7364551 042313	BOTTLED WATER/SVC-SUNNYMEAD ELEMENTARY "A CHILDS PLACE"		$16.29
Remit to: DALLAS, TX					FYTD:	$1,092.05
SPARKLETTS	217294	05/20/2013	7364596 050213	BOTTLED WATER/SVC-CREEKSIDE ELEMENTARY "A CHILDS PLACE"		$41.14
			7363683 050213	BOTTLED WATER/SVC-ARMADA ELEMENTARY "A CHILDS PLACE"		
Remit to: DALLAS, TX					FYTD:	$1,092.05
SPARKLETTS	217391	05/28/2013	7387294 050713	BOTTLED WATER/SVC-COTTONWOOD GOLF COURSE		$5.00
Remit to: DALLAS, TX					FYTD:	$1,092.05
SPECK, GARY B.	9278	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
SPENCER, MARTHA	9279	05/06/2013	130501	RETIREE MEDICAL MAY '13		$146.32
Remit to: MORENO VALLEY, CA					FYTD:	$1,861.55
SPRINT	9447	05/28/2013	634235346-032	CELLULAR PHONE SVC FOR PD SET		$864.73
			417544340-077	CELLULAR PHONE SVC FOR PD GTF		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: CAROL STREAM, IL					FYTD:	$8,687.74
SPRINT	217392	05/28/2013	LCI-158580	CELLULAR TECH EXTRACTION & LOCATOR SVCS		$500.00
			LCI-168800	CELLULAR TECH EXTRACTION & LOCATOR SVCS		
			LCI-170343	CELLULAR TECH EXTRACTION & LOCATOR SVCS		
Remit to: KANSAS CITY, MO					FYTD:	$8,687.74
STA STUDENT TRANSPORTATION OF AMERICA	217198	05/13/2013	5433074	BUS SERVICE FOR "A CHILD'S PLACE" FIELD TRIP		$208.69
Remit to: GOLETA, CA					FYTD:	$8,663.89
STANDARD INSURANCE CO	217149	05/06/2013	130501	SUPPLEMENTAL INSURANCE		$1,984.27
Remit to: PORTLAND, OR					FYTD:	$334,248.95
STANLEY CONVERGENT SECURITY SOLUTNS, INC	9328	05/13/2013	9962964	ALARM SYSTEM MONITORING SVCS-FIRE ST. #58		$958.07
			10115460	SECURITY SYSTEM MONITORING-PARKS SNACK BARS		
			10087786	ADDITION TO INTRUSION ALARM SYSTEM AT ANNEX 1 BLDG.		
Remit to: PALATINE, IL					FYTD:	$48,563.98
STANLEY CONVERGENT SECURITY SOLUTNS, INC	9391	05/20/2013	10151655	ANIMAL SHELTER FIRE ALARM ZONE 22 SERVICE/BATTERY REPLACED		$1,181.95
			10074737	ALARM SYSTEM AT CRC-REPLACED 4 BATTERIES & 1 12V-7AMP BATTERY		
Remit to: PALATINE, IL					FYTD:	$48,563.98
STANLEY CONVERGENT SECURITY SOLUTNS, INC	9448	05/28/2013	10103680	SECURITY SYSTEM MONITORING-MORRISON PARK SNACK BAR		$1,990.38

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
STANLEY CONVERGENT SECURITY SOLUTNS, INC	9448	05/28/2013	10105295	ALARM SYSTEM MONITORING SVCS-COTTONWOOD GOLF COURSE	$1,990.38
			10197511	SECURITY SYSTEM MONITORING-SUNNYMEAD/BETHUNE PARKS SNACK BARS	
			10192349	ALARM SYSTEM MONITORING SVCS-EOC	
			10137884	ALARM SYSTEM MONITORING SVCS-CITY HALL	
			10134689	ALARM SYSTEM MONITORING SVCS-LIBRARY	
			9982612	REPAIRS TO MOTION SENSOR-ZONE 9 AT GOLF COURSE WO#12-0251	
			10117154	ALARM SYSTEM MONITORING SVCS-RED MAPLE FOR "A CHILD'S PLACE"	
Remit to: PALATINE, IL				FYTD:	$48,563.98
STARLETTA SUTTON	217443	05/28/2013	CK#2079	REISSUE UNCLAIMED CK#2079 DTD 5/6/09	$170.19
Remit to: ALTADENA, CA				FYTD:	$170.19
STATE BOARD OF EQUALIZATION 1	9411	05/23/2013	043013	SALES & USE TAX FOR THE PERIOD 4/1-4/30/13	$2,713.00
Remit to: SACRAMENTO, CA				FYTD:	$23,529.12
STATE DISBURSEMENT UNIT	9295	05/03/2013	2013-00000047	1005 - GARNISHMENT - CHILD SUPPORT*	$1,882.76
Remit to: WEST SACRAMENTO, CA				FYTD:	$53,004.25
STATE DISBURSEMENT UNIT	9401	05/16/2013	2013-00000074	1005 - GARNISHMENT - CHILD SUPPORT*	$1,940.79
Remit to: WEST SACRAMENTO, CA				FYTD:	$53,004.25
STATE DISBURSEMENT UNIT	9465	05/31/2013	2013-00000104	1005 - GARNISHMENT - CHILD SUPPORT*	$1,964.97

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: WEST SACRAMENTO, CA					FYTD:	$53,004.25
STATE OF CALIFORNIA DEPT. OF JUSTICE	217108	05/06/2013	937971 (PCS)	FINGERPRINTING SVCS-SPORTS VOLUNTEER		$32.00
Remit to: SACRAMENTO, CA					FYTD:	$33,734.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	217109	05/06/2013	953046 (PCS)	FINGERPRINTING SVCS-CONTRACT CLASS INSTRUCTORS		$448.00
			953046 (BL)	FINGERPRINTING SVCS-BUS. LICENSE RELATED		
			953046 (HR)	FINGERPRINTING SVCS-HR DEPT/EMPLOYMENT RELATED		
Remit to: SACRAMENTO, CA					FYTD:	$33,734.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	217110	05/06/2013	958205 (HR)	FINGERPRINTING SVCS-HR DEPT/EMPLOYMENT RELATED		$352.00
			958205 (BL)	FINGERPRINTING SVCS-BUS. LICENSE RELATED		
Remit to: SACRAMENTO, CA					FYTD:	$33,734.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	217295	05/20/2013	958205 (SRTS)	FINGERPRINTING SVCS-SRTS PROGRAM		$96.00
			953046	FINGERPRINTING SVCS-HR DEPT/EMPLOYMENT RELATED		
Remit to: SACRAMENTO, CA					FYTD:	$33,734.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	217296	05/20/2013	963289 (BL)	FINGERPRINTING SVCS-BUS. LICENSE RELATED		$448.00
			963289 (HR)	FINGERPRINTING SVCS-HR DEPT/EMPLOYMENT RELATED		
			963289 (SRTS)	FINGERPRINTING SVCS-SRTS PROGRAM		
Remit to: SACRAMENTO, CA					FYTD:	$33,734.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
STATE OF CALIFORNIA DEPT. OF JUSTICE	217393	05/28/2013	968246	FINGERPRINTING SVCS-PD		$2,706.00
			972156	BLOOD ALCOHOL ANALYSIS FOR PD		
Remit to: SACRAMENTO, CA					FYTD:	$33,734.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	217394	05/28/2013	937971 (SRTS1)	FINGERPRINTING SVCS-SRTS PROGRAM		$64.00
			937971 (HR1)	FINGERPRINTING SVCS-HR DEPT/EMPLOYMENT RELATED		
Remit to: SACRAMENTO, CA					FYTD:	$33,734.00
STEVE CODY	217222	05/13/2013	R13-059487	AS REFUND-SPAY/NEUTER & RABIES DEPOSITS		$95.00
Remit to: WILLIAMS, AZ					FYTD:	$95.00
STEVE SALAIZ	217420	05/28/2013	MAY-2013	INSTRUCTOR SVCS-TAE KWON DO CLASS		$39.00
Remit to: MIRA LOMA, CA					FYTD:	$234.00
STEVEN M DENYES	217411	05/28/2013	303	TOWNGATE PARK CONCERT-HULLABALOO BAND-6/7/13		$900.00
Remit to: DEL MAR, CA					FYTD:	$900.00
STEWART, CLIFFORD	9281	05/06/2013	130501	RETIREE MEDICAL MAY '13		$210.74
Remit to: GLENDALE, AZ					FYTD:	$2,410.90
STK ARCHITECTURE, INC.	9329	05/13/2013	19736	ANNEX 1 REDESIGN & RENOVATION PROJECT SERVICES		$834.04
Remit to: TEMECULA, CA					FYTD:	$219,081.92
STOPANI, PRISCILLA	217311	05/20/2013	REIMBURSEMENT	MILEAGE & PARKING REIMBURSEMENT FOR APPA SPRING CONF.-TRAINING		$172.10

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: CORONA, CA					FYTD:	$172.10
STRADLING, YOCCA, CARLSON & RAUTH	9449	05/28/2013	279768-0031	LEGAL SERVICES		$8,192.40
			279622-0000	LEGAL SERVICES		
			279614-0036	LEGAL SERVICES		
Remit to: NEWPORT BEACH, CA					FYTD:	$103,319.43
STRICKLER ASSOCIATION, THE	9330	05/13/2013	4600	SURPLUS PROPERTY CONSULTING SERVICES		$1,575.00
Remit to: SAN BERNARDINO, CA					FYTD:	$17,054.98
STRICKLER ASSOCIATION, THE	9450	05/28/2013	4700	CONSULTANT SVCS-HABITAT FOR HUMANITY PROJECT		$1,413.75
Remit to: SAN BERNARDINO, CA					FYTD:	$17,054.98
STROM, BONNIE	9283	05/06/2013	130501	VSP MAY '13, PD MAY '13		$30.33
Remit to: COLTON, CA					FYTD:	$30.33
SUZANNE PARRY	217440	05/28/2013	R13-061214	AS REFUND- RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
SYETA MONROE	217164	05/06/2013	1029093	REFUND PICNIC SHELTER		$64.00
Remit to: MORENO VALLEY, CA					FYTD:	$64.00
SYSCO RIVERSIDE, INC	217246	05/13/2013	BL#26101-YR2013	REFUND OF OVERPAYMENT FOR B/L #26101		$98.31
Remit to: RIVERSIDE, CA					FYTD:	$98.31
TAMI ALTER	217150	05/06/2013	R13-060848	AS REFUND-REF 2 ADOPTIONS		$143.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: SAN JACINTO, CA					FYTD:	$143.00
TARAH MURPHY	217437	05/28/2013	R13-058032	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: LAKE ELSINORE, CA					FYTD:	$20.00
TARAL PATEL	217174	05/06/2013	1030649/1030650	REFUND-READING RASCALS CLASS CANCELLED		$104.87
Remit to: MORENO VALLEY, CA					FYTD:	$104.87
TDI SIGNS	217329	05/20/2013	BL#15502-YR2013	REFUND OF OVERPAYMENT FOR BL#15502		$95.61
Remit to: LONG BEACH, CA					FYTD:	$95.61
THE PENWORTHY COMPANY	9219	05/06/2013	259255	CHILDREN'S SRP BOOKS FOR LIBRARY		$830.38
Remit to: MILWAUKEE, WI					FYTD:	$1,781.53
THE SALVATION ARMY	217169	05/06/2013	1029096	REFURN FOR SPECIAL EVENT		$75.00
Remit to: MORENO VALLEY, CA					FYTD:	$75.00
THERMAL COMBUSTION INNOVATORS	217199	05/13/2013	106609	BIOHAZARD MEDICAL WASTE DISPOSAL SVCS FOR ANIMAL SHELTER		$72.84
Remit to: COLTON, CA					FYTD:	$945.26
THERMAL-COOL INC.	217200	05/13/2013	31701	HARD START KIT FOR AC AT MV EQUESTRIAN CENTER		$121.42
			WO-2066	SERVICE FOR AC AT MV EQUESTRIAN CENTER		
Remit to: RIVERSIDE, CA					FYTD:	$1,967.19
THOMAS MADRIL	217346	05/20/2013	MVP52530	REFUND-CITATION OVERPAYMENT		$13.50
Remit to: RIVERSIDE, CA					FYTD:	$13.50

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
TIJUANA'S TACOS	217247	05/13/2013	BL#24180-YR2013	REFUND OF OVERPAYMENT FOR B/L #24180		$98.12
Remit to: MORENO VALLEY, CA					FYTD:	$98.12
TIOS TACO NO. 3	217248	05/13/2013	BL#06641-YR2013	REFUND OF OVERPAYMENT FOR B/L #06641		$66.95
Remit to: MORENO VALLEY, CA					FYTD:	$66.95
TRANE U.S. INC.	217111	05/06/2013	31904786	CITY HALL-CONTROLS SYSTEM SERVICE AGREEMENT 1946TIS-1 YR.		$4,597.80
Remit to: CITY OF INDUSTRY, CA					FYTD:	$5,075.48
TRICHE, TARA	217312	05/20/2013	MAY-2013	INSTRUCTOR SVCS-DANCE CLASSES		$2,708.40
Remit to: MORENO VALLEY, CA					FYTD:	$24,404.40
TRIPLE T PLUMBING	217447	05/28/2013	BL#19626-YR2013	REFUND OF OVERPAYMENT FOR BL#19626		$96.90
Remit to: MORENO VALLEY, CA					FYTD:	$96.90
TROPICAL PLAZA NURSERY, INC.	9332	05/13/2013	M51807	IRRIGATION REPAIRS-ZONE E-2		$173.04
Remit to: VILLA PARK, CA					FYTD:	$92,063.71
TRUGREEN LANDCARE	9333	05/13/2013	7512718	REMOVE EXISTING CEMENT PAD & INSTALL NEW ONE FOR BACKFLOW CASE		$22,433.06
			7503373	LANDSCAPE MAINT.-ZONE DSG-1		
			7503374	LANDSCAPE MAINT.-ZONE E-16		
			7503372	LANDSCAPE MAINT.-ZONE M		
			7503377	LANDSCAPE MAINT.-ZONE S		
			7503376	LANDSCAPE MAINT.-ZONE E-4 & E-4A		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
TRUGREEN LANDCARE	9333	05/13/2013	7512652	REPLACEMENT OF 1 1/2" RB PLASTIC VALVE, COUPLING, ETC.-TR.#19541	$22,433.06
			7510335	REPLACEMENT OF 1 1/2" RAIN BIRD PLASTIC VALVE-TR. #85	
			7510325	REPLACEMENT OF 1" RAIN BIRD PLASTIC VALVE-TR. #35	
Remit to: RIVERSIDE, CA				FYTD:	$283,009.79
TRUGREEN LANDCARE	9451	05/28/2013	7464882	IRRIGATION SERVICES FOR JAN. 2013-ZONE E-4	$3,549.52
			7513166	IRRIGATION SERVICES FOR APR. 2013-ZONE E-4	
			7498101	INSTALL 6 YDS OF MULCH ON CTR ISLAND ALONG IRIS AVE BY HOSPITAL	
			7482436	IRRIGATION SERVICES FOR FEB. 2013-ZONE E-4	
			7497820	IRRIGATION SERVICES FOR MAR. 2013-ZONE E-4	
Remit to: RIVERSIDE, CA				FYTD:	$283,009.79
TRUST COMPLETE AUTO REPAIR AND TOWING	217330	05/20/2013	BL#22791-YR2013	REFUND OF OVERPAYMENT FOR BL#22791	$71.18
Remit to: HEMET, CA				FYTD:	$71.18
TW TELECOM	217395	05/28/2013	05504952	TELECOM SVCS-LOCAL/LONG DISTANCE CALLS	$3,137.75
			05504952a	INTERNET & DATA SERVICES	
Remit to: DENVER, CO				FYTD:	$35,889.39
U.S. ALL FIRE PROTECTION SYSTEMS CO.	217331	05/20/2013	FP13-0037 CORR.	REFUND OF FIRE INSPECTION & PERMIT FEES-ALBERTOS MEX. FOOD HOOD	$238.00
Remit to: SOUTH EL MONTE, CA				FYTD:	$238.00
U.S. HEALTHWORKS MEDICAL GROUP	217298	05/20/2013	2264702-CA	EMPLOYMENT DOT PHYSICAL EXAMS	$130.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: LOS ANGELES, CA					FYTD:	$3,614.26
UNDERGROUND SERVICE ALERT	9392	05/20/2013	420130437 b	DIGALERT TICKETS SUBSCRIPTION SERVICE		$381.00
			420130437 a	DIGALERT TICKETS SUBSCRIPTION SERVICE		
			420130437 c	DIGALERT TICKETS SUBSCRIPTION SERVICE		
			420130437 d	DIGALERT TICKETS SUBSCRIPTION SERVICE		
Remit to: CORONA, CA					FYTD:	$4,471.50
UNITED ROTARY BRUSH CORP	9220	05/06/2013	275032	STREET SWEEPER BROOM KITS/RECONDITIONING & REPAIR PARTS		$3,108.04
			275124	STREET SWEEPER BROOM KITS/RECONDITIONING		
			275173	STREET SWEEPER BROOM KITS/RECONDITIONING		
Remit to: ESCONDIDO, CA					FYTD:	$32,016.16
UNITED ROTARY BRUSH CORP	9393	05/20/2013	275259	STREET SWEEPER BROOM KITS/RECONDITIONING & REPAIR PARTS		$1,144.63
Remit to: ESCONDIDO, CA					FYTD:	$32,016.16
UNITED SITE SERVICES OF CA, INC.	9221	05/06/2013	114-1220619	FENCE RENTAL AT ANIMAL SHELTER		$106.65
Remit to: PHOENIX, AZ					FYTD:	$1,277.80
UNITED SITE SERVICES OF CA, INC.	9335	05/13/2013	114-661202	FENCE RENTAL AT ANIMAL SHELTER		$106.40
Remit to: EL MONTE, CA					FYTD:	$1,277.80
UNITED WAY OF INLAND VALLEYS	217112	05/06/2013	2013-00000056	8720 - UNITED WAY		$261.00

City of Moreno Valley

Payment Register

For Period 5/1/2013 through 5/31/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$8,665.00
UNITED WAY OF INLAND VALLEYS	217299	05/20/2013	2013-00000086	8720 - UNITED WAY		$261.00
Remit to: RIVERSIDE, CA					FYTD:	$8,665.00
UNIVAR USA, INC	217300	05/20/2013	RV568263	AG CHEMICALS FOR CFD #1 PARKS		$873.18
Remit to: LOS ANGELES, CA					FYTD:	$12,038.89
UNIVAR USA, INC	217396	05/28/2013	LA885939	BIRD NETTING MATERIAL FOR CITY YARD CARPORT AREA WO#13-0277		$3,949.65
Remit to: LOS ANGELES, CA					FYTD:	$12,038.89
UNIVERSAL SOCCER	217251	05/13/2013	BL#21232-YR2013	REFUND OF OVERPAYMENT FOR B/L #21232		$75.00
Remit to: MORENO VALLEY , CA					FYTD:	$75.00
URBAN CROSSROADS, INC.	217202	05/13/2013	23885	CONSULTING SERVICES - MV ON CALL TRANSPORTATION FUNDING SUPPORT		$7,632.50
			23936	CONSULTING SERVICES - CACTUS/NASON		
			23803	CONSULTING SERVICES - MV ON CALL TRANSPORTATION FUNDING SUPPORT		
Remit to: IRVINE, CA					FYTD:	$14,557.50
USA MOBILITY/ARCH WIRELESS	9336	05/13/2013	W6218870E	PAGER SERVICE		$34.68
Remit to: SPRINGFIELD, VA					FYTD:	$400.85
VACATE PEST ELIMINATION COMPANY	9337	05/13/2013	40968	PEST CONTROL SERVICE-GOLF COURSE PRO SHOP		$1,440.00
			41237	PEST CONTROL SERVICE-FIRE ST. #65		

City of Moreno Valley

Payment Register

For Period 5/1/2013 through 5/31/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
VACATE PEST ELIMINATION COMPANY	9337	05/13/2013	40970	PEST CONTROL SERVICE-CITY HALL	$1,440.00
			40822	PEST CONTROL SERVICE-FIRE ST. #91	
			40821	PEST CONTROL SERVICE-FIRE ST. #2	
			40820	PEST CONTROL SERVICE-SENIOR CENTER	
			40819	PEST CONTROL SERVICE-FIRE ST. #58	
			40818	PEST CONTROL SERVICE-LIBRARY	
			40776	RODENT CONTROL-AQUEDUCT	
			40978	PEST CONTROL SERVICE-MARCH FIELD BLDG 823	
			40817	PEST CONTROL SERVICE-FIRE ST. #6	
			40815	PEST CONTROL SERVICE-UTILITY FIELD OFFICE	
			41097	RODENT CONTROL-ELECTRIC UTILITY SUBSTATION	
			41096	RODENT CONTROL-AQUEDUCT	
			40777	RODENT CONTROL-ELECTRIC UTILITY SUBSTATION	
			40814	PEST CONTROL SERVICE-FIRE ST. #99	
			41120	PEST CONTROL SERVICE-TRANSP. TRAILER	
			40971	PEST CONTROL SERVICE-CONFERENCE & REC CTR.	
			40973	PEST CONTROL SERVICE-PUBLIC SAFETY BLDG	
			40976	PEST CONTROL SERVICE-ANNEX BLDG 1	
			40974	PEST CONTROL SERVICE-EOC	
			40977	PEST CONTROL SERVICE-ANIMAL SHELTER	
			40979	PEST CONTROL SERVICE-MARCH FIELD PARK COMM. CTR.	
			41118	PEST CONTROL SERVICE-CITY YARD	
			40813	PEST CONTROL SERVICE-TOWNGATE COMM. CTR.	
			40812	PEST CONTROL SERVICE-FIRE ST. #48	

City of Moreno Valley

Payment Register

For Period 5/1/2013 through 5/31/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$17,225.00
VACATE PEST ELIMINATION COMPANY	9452	05/28/2013	41513	BIRD NETTING INSTALLATION-CITY YARD CARPORT AREA WO#13-0277		$3,150.00
Remit to: MORENO VALLEY, CA					FYTD:	$17,225.00
VALLEY PARTY EQUIPMENT RENTALS	217332	05/20/2013	BL#06930-YR2013	REFUND OF OVERPAYMENT FOR BL#06930		$202.04
Remit to: MORENO VALLEY, CA					FYTD:	$202.04
VALOR GROUP PERSONNEL, LLC	217453	05/28/2013	229	EMPLOYMENT PLACEMENT-D. PINSONNEAU, SENIOR ELECTR. ENGINEER-MVU		$17,664.20
Remit to: LAKE WORTH, FL					FYTD:	$17,664.20
VAS ASSOCIATES, INC.	9338	05/13/2013	178	CONSULTING PROJECT MANAGEMENT		$21,120.00
Remit to: CORONA, CA					FYTD:	$230,880.00
VASQUEZ, CAROL	217136	05/06/2013	130501	APR '13 PD MAY '13		$318.73
Remit to: RIALTO, CA					FYTD:	$1,274.92
VERIZON	217203	05/13/2013	EQN6913105-13118	BACKBONE COMMUNICATION CHARGES		$1,744.75
Remit to: TRENTON, NJ					FYTD:	$19,357.27
VERIZON CALIFORNIA	217113	05/06/2013	310 175-9704/'13	ANNUAL PHONE DIRECTORY AD		$58.04
Remit to: DALLAS, TX					FYTD:	$8,366.48
VERIZON CALIFORNIA	217301	05/20/2013	877 811-8700/'13	ANNUAL PHONE DIRECTORY LISTING		$55.10
Remit to: DALLAS, TX					FYTD:	$8,366.48

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
VERIZON CALIFORNIA	217397	05/28/2013	951 UH2-7052/MAY	PHONE CHARGES-ERC		$624.03
Remit to: DALLAS, TX					FYTD:	$8,366.48
VERIZON CALIFORNIA	217398	05/28/2013	1258220327MAY-13	FIOS SERVICES FOR FIRE STATION 99		$101.56
Remit to: DALLAS, TX					FYTD:	$8,366.48
VERIZON WIRELESS	217114	05/06/2013	9703050634	CELLULAR SERVICE FOR PD TICKET WRITERS		$230.18
Remit to: DALLAS, TX					FYTD:	$1,712.33
VICTOR HERNANDEZ	217344	05/20/2013	MV3130226005	REFUND-DISMISSED CITATION		$57.50
Remit to: MORENO VALLEY, CA					FYTD:	$57.50
VICTOR MEDICAL CO	217204	05/13/2013	3249060	ANIMAL MEDICAL SUPPLIES/VACCINES		$3,383.53
			3294109	ANIMAL MEDICAL SUPPLIES/VACCINES		
Remit to: LAKE FOREST, CA					FYTD:	$27,647.75
VIEVU	9453	05/28/2013	5531	REPAIR OF WEARABLE CAMERA FOR PD SET		$193.00
Remit to: SEATTLE, WA					FYTD:	$19,545.00
VIGIL, ERNEST	9284	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
VINCENT, CLARENCE	217137	05/06/2013	130501	APR '13, PD MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$18,393.06
VISION SERVICE PLAN	9222	05/06/2013	130501	EMPLOYEE VISION INSURANCE		$3,937.30

City of Moreno Valley

Payment Register

For Period 5/1/2013 through 5/31/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: SAN FRANCISCO, CA					FYTD:	$43,136.42
VISTA APARTMENTS	217252	05/13/2013	BL#07051-YR2013	REFUND OF OVERPAYMENT FOR B/L #07051		$64.02
Remit to: ORANGE, CA					FYTD:	$64.02
VISTA PAINT CORPORATION	217399	05/28/2013	2013-647044-00	TRAFFIC PAINT		$6,445.33
Remit to: FULLERTON, CA					FYTD:	$43,985.01
VOYAGER FLEET SYSTEM, INC.	9339	05/13/2013	869211615313	CNG FUEL PURCHASES		$2,133.81
Remit to: HOUSTON, TX					FYTD:	$20,299.91
VULCAN MATERIALS CO, INC.	217115	05/06/2013	329890	ASPHALTIC MATERIALS		$1,921.66
			322971	ASPHALTIC MATERIALS		
			328809	ASPHALTIC MATERIALS		
			332906	ASPHALTIC MATERIALS		
			332907	ASPHALTIC MATERIALS		
			335192	ASPHALTIC MATERIALS		
			319804	ASPHALTIC MATERIALS - SURFACE RECYCLING PROJECTS		
Remit to: LOS ANGELES, CA					FYTD:	$21,190.04
WAGGONER JR., GLENN C.	9285	05/06/2013	130501	MAR '13, PD MAY '13		$637.46
			130401	RETIREE MED OMITTED IN ERROR MAR '13		
Remit to: MORENO VALLEY, CA					FYTD:	$2,934.40
WAGNER, GARY D.	9286	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30

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City of Moreno Valley

Payment Register

For Period 5/1/2013 through 5/31/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
WAGNER, MARIANNE K	9287	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$1,593.65
WAGONER, ROBERT	9288	05/06/2013	130501	APR '13, PD MAY '13		$362.80
Remit to: ZEPHYRHILLS, FL					FYTD:	$1,814.00
WALLACE CONCRETE, INC	217253	05/13/2013	BL#24257-YR2013	REFUND OF OVERPAYMENT FOR B/L #24257		$81.84
Remit to: YUCAIPA, CA					FYTD:	$81.84
WATER SPECIALIST CONSULTANTS	217401	05/28/2013	REG.-7/30/13 TRN	REGISTR. FEES FOR 4 TO ATTEND RECYCLED WATER SITE SUPV. TRAINING		$180.00
Remit to: LA MESA, CA					FYTD:	$225.00
WEBFORTIS, LLC	217402	05/28/2013	7849	CONSULTING SERVICES FOR MICROSOFT CRM 2011-FIX CODE ERROR		$82.50
Remit to: WALNUT CREEK, CA					FYTD:	$3,795.00
WELLS FARGO BANK	217403	05/28/2013	950784	FEE INVOICE-ANNUAL ADMIN. CHARGES 4/26/13-4/25/14		$2,000.00
Remit to: SAN FRANCISCO, CA					FYTD:	$819,487.56
WEST COAST ARBORISTS, INC.	9340	05/13/2013	87181-A	TREE TRIMMING & REMOVAL SERVICES-PARKS & CONTRACT AREAS		$11,570.00
Remit to: ANAHEIM, CA					FYTD:	$117,390.00
WEST COAST ARBORISTS, INC.	9454	05/28/2013	87680	TREE TRIMMING & REMOVAL SERVICES-PARKS & CONTRACT AREAS		$13,960.00
Remit to: ANAHEIM, CA					FYTD:	$117,390.00

City of Moreno Valley

Payment Register

For Period 5/1/2013 through 5/31/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
WEST COAST ARBORISTS, INC.	217302	05/20/2013	87283	TREE TRIMMING & REMOVAL SERVICES-PARKS & CONTRACT AREAS		$12,040.00
Remit to: ANAHEIM, CA					FYTD:	$117,390.00
WEST PAYMENT CENTER	217404	05/28/2013	827166722	INFORMATION DATABASE SERVICE FOR PD INVESTIGATIONS		$710.96
Remit to: CAROL STREAM, IL					FYTD:	$14,030.52
WESTERN MUNICIPAL WATER DISTRICT	217405	05/28/2013	23866-018292/APR	WATER CHARGES-SKATE PARK		$3,626.27
			23821-018258/APR	WATER CHARGES-MFPCC BLDG 938		
			23821-018257/APR	WATER CHARGES-MFPCC LANDSCAPE		
			24753-018620/APR	WATER CHARGES-MARB BALLFIELDS		
Remit to: ARTESIA, CA					FYTD:	$25,877.56
WIBERG, CHRISTOPHER	217138	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: ANAHEIM, CA					FYTD:	$3,187.30
WIELIN, RONALD A.	9289	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: BANNING, CA					FYTD:	$3,187.30
WILLDAN ENGINEERING	217259	05/13/2013	00314882	ENGINEERING SERVICES - PAVEMENT MANAGEMENT PROGRAM		$12,903.50
			00314966	CONSTRUCTION CONTRACT - PAVEMENT MANAGEMENT PROGRAM		
Remit to: ANAHEIM, CA					FYTD:	$229,285.03
WILLDAN FINANCIAL SERVICES	9223	05/06/2013	010-20563 a	ANNUAL CONTINUING DISCLOSURE SERVICES-2005/2007 LRB		$1,750.00
			010-20563	ANNUAL CONTINUING DISCLOSURE SERVICES-2005 LRB		

MV00212634

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: TEMECULA, CA					FYTD:	$37,008.00
WILLIAMS, JANE L.	9290	05/06/2013	130501	OCT '12 DENTAL/ FEB-MAR '13, PD MAY '13		$256.12
Remit to: GRAND FORKS, ND					FYTD:	$1,611.96
WILLIS, ROBERT H	217116	05/06/2013	042513 - 042813	SPORTS OFFICIATING SERVICES-SOFTBALL		$400.00
			040413 - 042113	SPORTS OFFICIATING SERVICES-SOFTBALL		
			030313	SPORTS OFFICIATING SERVICES-SOFTBALL		
Remit to: PERRIS, CA					FYTD:	$2,100.00
WILLIS, ROBERT H	217406	05/28/2013	051913	SPORTS OFFICIATING SERVICES-SOFTBALL		$160.00
			050913	SPORTS OFFICIATING SERVICES-SOFTBALL		
			050513	SPORTS OFFICIATING SERVICES-SOFTBALL		
Remit to: PERRIS, CA					FYTD:	$2,100.00
WILSON-BEILKE, DENESE	217139	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: GLENDORA, CA					FYTD:	$4,462.22
WURM'S JANITORIAL SERVICES, INC.	9224	05/06/2013	22156	CLEANING OF 3 CHAIRS AT EMP. RESOURCE CENTER		$75.00
Remit to: CORONA, CA					FYTD:	$279,788.95
WURM'S JANITORIAL SERVICES, INC.	9395	05/20/2013	22203	JANITORIAL SVCS-CITY YARD & TRANSP. TRAILER		$21,970.34
			22213	JANITORIAL SVCS-SUNNYMEAD MIDDLE SCHOOL/ASES		
			22202	JANITORIAL SVCS-CITY HALL		
			22205	JANITORIAL SVCS-EOC		

City of Moreno Valley

Payment Register

For Period 5/1/2013 through 5/31/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
WURM'S JANITORIAL SERVICES, INC.	9395	05/20/2013	22207	JANITORIAL SVCS-LIBRARY	$21,970.34
			22208	JANITORIAL SVCS-MARCH FIELD PARK COMM. CTR.	
			22209	JANITORIAL SVCS-PUBLIC SAFETY BLDG.	
			22212	JANITORIAL SVCS-SENIOR CENTER	
			22214	JANITORIAL SVCS-TOWNGATE COMM. CTR.	
			22216	JANITORIAL SVCS-ANNEX 1	
			22211	JANITORIAL SVCS-RAINBOW RIDGE FOR "A CHILD'S PLACE"	
			22204	JANITORIAL SVCS-CONFERENCE & REC. CTR	
			22215	JANITORIAL SVCS-SUNNYMEAD ELEMENTARY FOR "A CHILD'S PLACE"	
Remit to: CORONA, CA				FYTD:	$279,788.95
WURM'S JANITORIAL SERVICES, INC.	9455	05/28/2013	22206	JANITORIAL SVCS-EMP. RESOURCE CENTER	$2,710.63
			22210	JANITORIAL SVCS-GANG TASK FORCE OFFICE	
			22236	SPECIAL CLEANINGS FOR EVENT RENTALS AT CRC	
			22235	SPECIAL CLEANINGS FOR EVENT RENTALS AT TOWNGATE COMM. CTR.	
			22234	SPECIAL CLEANINGS FOR EVENT RENTALS AT SENIOR CENTER	
Remit to: CORONA, CA				FYTD:	$279,788.95
XEROX CAPITAL SERVICES, LLC	217205	05/13/2013	067856952	COPIER LEASE FOR PARKS DEPT.	$2,616.40
			067856953	COPIER LEASE FOR GRAPHICS DEPT.	
			067560043	COPIER LEASE & BILLABLE PRINTS FOR GRAPHICS DEPT.	
			067856951	COPIER RENTAL/MAINT. FOR PD	

City of Moreno Valley

Payment Register

For Period 5/1/2013 through 5/31/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
XEROX CAPITAL SERVICES, LLC	217205	05/13/2013	067560042	COPIER RENTAL & QTRLY BILLABLE PRINTS FOR PD		$2,616.40
Remit to: PASADENA, CA					FYTD:	$40,158.94
YAMASHITA, JULIA J.	9291	05/06/2013	130501	FEVB-MAR '13 PD MAY '13		$293.80
Remit to: LAGUNA WOODS, CA					FYTD:	$1,280.10
YASER R. TELLO	217168	05/06/2013	CK#2331	REISSUE UNCLAIMED CK#2331 DTD 6/30/09		$129.86
Remit to: MORENO VALLEY, CA					FYTD:	$129.86
ZUMAR INDUSTRIES, INC.	9396	05/20/2013	0144712	STENCIL SUPPLIES-EPOXY & DISPENSER		$740.65
			0144930	STENCIL SUPPLIES-5 GAL. Z5 STENCIL COAT		
Remit to: SANTA FE SPRINGS, CA					FYTD:	$1,249.99

TOTAL CHECKS UNDER $25,000	**$1,350,719.80**
GRAND TOTAL	**$12,527,069.50**

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MV00212638

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: August 27, 2013

TITLE: APPROVAL OF PAYMENT REGISTER FOR JUNE, 2013

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. 2013-67, approving the Payment Register for the month of June, 2013 in the amount of $22,008,214.83.

DISCUSSION

To facilitate Council's review, the Payment Register lists in alphabetical order all checks in the amount of $25,000 or greater, followed by a listing in alphabetical order of all checks less than $25,000. The Payment Register also includes wire transfers, thus eliminating the need for a separate wire transfer register, as well as the fiscal year-to-date (FYTD) amount paid to each vendor.

FISCAL IMPACT

The disbursements itemized in the attached Payment Register are reflected in the FY 2012-13 budget. Therefore, there is no fiscal impact other than the expenditure of budgeted funds.

ATTACHMENTS

Attachment 1: Proposed Resolution
Attachment 2: Payment Register for Month of June, 2013

Prepared By:
Dena Heald
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Attachment 1

RESOLUTION NO. 2013-67

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE PAYMENT REGISTER FOR THE MONTH OF JUNE, 2013

WHEREAS, the Financial & Management Services Department has prepared and provided the Payment Register for the period June 1, 2013 through June 30, 2013, for review and approval by the City Council of the City of Moreno Valley; and

WHEREAS, it is in the best interest of the City that the referenced Payment Register be approved.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Payment Register for the period June 1, 2013 through June 30, 2013, in the total amount of $22,008,214.83 is approved.

APPROVED AND ADOPTED this 27th day of August, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-67 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 27th day of August, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

CITY CLERK

City of Moreno Valley

Payment Register

For Period 6/1/2013 through 6/30/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
ALL AMERICAN ASPHALT, INC.	217691	06/24/2013	17	CONSTRUCTION CONTRACT - SR-60/NASON IC		$297,777.46
Remit to: CORONA, CA					FYTD:	$1,840,887.79
BIO-TOX LABORATORIES	217538	06/10/2013	26676	BLOOD DRAW TOXICOLOGY ANALYSIS		$25,476.21
			26677	BLOOD DRAW TOXICOLOGY ANALYSIS		
			26815	BLOOD DRAW TOXICOLOGY ANALYSIS		
Remit to: RIVERSIDE, CA					FYTD:	$137,348.41
CANON SOLUTIONS AMERICA, INC.	9470	06/03/2013	1103031201304152	COPIER SVC-JAN THRU MAR 2013		$26,709.90
Remit to: BURLINGTON, NJ					FYTD:	$107,894.04
COUNTY OF RIVERSIDE - RMAP	217581	06/10/2013	SH0000021494	REIMB. FOR SEXUAL ASSAULT EXAMS BILLED TO THE COUNTY BY RCRMC		$27,900.00
Remit to: MORENO VALLEY, CA					FYTD:	$654,277.25
COUNTY OF RIVERSIDE FIRE DEPT	9575	06/10/2013	231452	FIRE SVCS CONTRACT-3RD QTR F/Y12-13		$3,581,897.85
Remit to: PERRIS, CA					FYTD:	$12,974,308.12
COUNTY OF RIVERSIDE SHERIFF	9658	06/24/2013	SH0000021398	CONTRACT LAW ENFORCEMENT BILLING #10 (3/7/13-4/3/13)		$2,913,735.87
Remit to: RIVERSIDE, CA					FYTD:	$35,548,658.25
COUNTY OF RIVERSIDE, AUDITOR- CONTROLLER	217699	06/24/2013	FEB-13	TRANSMITTAL OF AB544-PARKING CONTROL FEES		$27,449.07
Remit to: RIVERSIDE, CA					FYTD:	$192,276.95
EASTERN MUNICIPAL WATER DISTRICT	217460	06/03/2013	MAY-13 6/3/13	WATER CHARGES		$47,477.87

City of Moreno Valley

Payment Register

For Period 6/1/2013 through 6/30/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: PERRIS, CA					FYTD:	$1,504,961.70
EASTERN MUNICIPAL WATER DISTRICT	217613	06/17/2013	MAY-13 6/17/13	WATER CHARGES		$50,691.66
Remit to: PERRIS, CA					FYTD:	$1,504,961.70
EASTERN MUNICIPAL WATER DISTRICT	217702	06/24/2013	MAY-13 6/24/13	WATER CHARGES		$39,634.44
Remit to: PERRIS, CA					FYTD:	$1,504,961.70
EMPLOYMENT DEVELOPMENT DEPARTMENT	9616	06/14/2013	2013-00000120	CA TAX - STATE TAX WITHHOLDING*		$30,709.39
Remit to: WEST SACRAMENTO, CA					FYTD:	$1,001,685.05
EMPLOYMENT DEVELOPMENT DEPARTMENT	9704	06/28/2013	2013-00000137	CA TAX - STATE TAX WITHHOLDING		$30,142.94
Remit to: WEST SACRAMENTO, CA					FYTD:	$1,001,685.05
ESRI, INC.	9662	06/24/2013	92662043	ARCGIS & ARCPAD SOFTWARE		$42,260.01
Remit to: REDLANDS, CA					FYTD:	$72,747.83
FALCON ENGINEERING SERVICES, INC.	9663	06/24/2013	2012-09	CONSTRUCTION INSPECTION SERVICES - SR-60/NASON IC		$217,408.07
Remit to: CORONA, CA					FYTD:	$1,407,770.41
FALCON ENGINEERING SERVICES, INC.	9691	06/27/2013	2012-11-A	CONSTRUCTION SUPPORT - SR-60/MB PH I		$66,699.95
Remit to: CORONA, CA					FYTD:	$1,407,770.41

MV00212644

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CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
GIBBS, GIDEN, LOCHER,TURNER, SENET & WITTBRODT LLP	9582	06/10/2013	219137-003	PROFESSIONAL LEGAL SERVICES - CACTUS/NASON		$31,661.14
			219816-004	LEGAL SVCS-LINEAR PARK BOND SAFEGUARD		
			219346-003	PROFESSIONAL LEGAL SERVICES - DAY ST.		
Remit to: LOS ANGELES, CA					FYTD:	$245,815.09
INTERNAL REVENUE SERVICE CENTER	9617	06/14/2013	2013-00000121	FED TAX - FEDERAL TAX WITHHOLDING*		$123,039.18
Remit to: OGDEN, UT					FYTD:	$752,783.45
INTERNAL REVENUE SERVICE CENTER	9703	06/28/2013	2013-00000136	FED TAX - FEDERAL TAX WITHHOLDING*		$121,151.75
Remit to: OGDEN, UT					FYTD:	$752,783.45
KIMLEY-HORN & ASSOC., INC.	217531	06/03/2013	5060619	CONSULTING SERVICES, ENGINEERING - TRANSPORTATION MGMT. CTR		$28,779.27
			5091306	CONSULTING SERVICES, ENGINEERING - TRANSPORTATION MGMT. CTR.		
Remit to: SAN DIEGO, CA					FYTD:	$53,024.68
LCTH INVESTMENT, LP	9839	06/13/2013	W130605	ACQUISITION COSTS & ESCROW FEES-APN'S 488-080-003 & 488-080-012		$214,642.00
Remit to: NEWPORT BEACH, CA					FYTD:	$214,642.00
LEIGHTON CONSULTING, INC.	9634	06/17/2013	11484	CONSULTING SERVICES, GEOTECHNICAL - CACTUS/NASON		$52,816.65
			11782	CONSULTING SERVICES, GEOTECHNICAL - CACTUS/NASON		
			11178	CONSULTING SERVICES, GEOTECHNICAL - CACTUS/NASON		
Remit to: IRVINE, CA					FYTD:	$440,099.45

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
LEIGHTON CONSULTING, INC.	9692	06/27/2013	11790A	CONSULTING SERVICES, GEOTECHNICAL - SR-60/NASON OC		$54,337.54
			12122	CONSULTING SERVICES, GEOTECHNICAL - SR-60/NASON OC		
Remit to: IRVINE, CA					FYTD:	$440,099.45
MATICH CORPORATION	9637	06/17/2013	157303	ASPHALTIC MATERIALS-SURFACE RECYCLING PROJ		$25,905.85
			157390	ASPHALTIC MATERIALS-SURFACE RECYCLING PROJ		
			157392	ASPHALTIC MATERIALS-SURFACE RECYCLING PROJ		
Remit to: HIGHLAND, CA					FYTD:	$85,800.73
MORENO VALLEY UTILITY	217624	06/17/2013	7013411-01/MAY13	ELECTRICITY-UTILITY FIELD OFFICE		$62,219.67
			JUN-13 6/17/13	ELECTRICITY		
Remit to: HEMET, CA					FYTD:	$780,341.25
NATIONWIDE RETIREMENT SOLUTIONS CP	9615	06/14/2013	2013-00000119	8010 - DEF COMP 457 - NATIONWIDE*		$28,318.73
Remit to: COLUMBUS, OH					FYTD:	$737,316.85
NATIONWIDE RETIREMENT SOLUTIONS CP	9700	06/28/2013	2013-00000133	8010 - DEF COMP 457 - NATIONWIDE*		$28,318.77
Remit to: COLUMBUS, OH					FYTD:	$737,316.85
PARSONS TRANSPORTATION GROUP, INC.	9678	06/24/2013	1306A240	CONSTRUCTION SUPPORT - SR-60/NASON OC		$45,823.60
			1306A239	CONSTRUCTION SUPPORT - SR-60/MB PH I		
Remit to: IRVINE, CA					FYTD:	$1,198,847.37
PERS HEALTH INSURANCE	9619	06/07/2013	W130601	EMPLOYEE HEALTH INSURANCE		$205,287.00

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CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: SACRAMENTO, CA					FYTD:	$2,410,150.56
PERS RETIREMENT	9622	06/07/2013	P130524	PERS RETIREMENT DEPOSIT - CLASSIC		$218,529.07
Remit to: SACRAMENTO, CA					FYTD:	$6,282,891.10
PERS RETIREMENT	9695	06/21/2013	P130607	PERS RETIREMENT DEPOSIT - CLASSIC		$217,615.54
Remit to: SACRAMENTO, CA					FYTD:	$6,282,891.10
PERS RETIREMENT	9857	06/30/2013	P130621	PERS RETIREMENT DEPOSIT - CLASSIC		$215,934.90
Remit to: SACRAMENTO, CA					FYTD:	$6,282,891.10
POWELL CONSTRUCTORS, INC.	217469	06/03/2013	06	CONSTRUCTION CONTRACT - SR/60-MB PH I		$706,334.36
Remit to: FONTANA, CA					FYTD:	$4,212,952.02
POWELL CONSTRUCTORS, INC.	217709	06/24/2013	07	CONSTRUCTION CONTRACT - SR-60/MB PH I		$1,006,250.85
Remit to: FONTANA, CA					FYTD:	$4,212,952.02
POWELL CONSTRUCTORS, INC.	217749	06/27/2013	08	CONSTRUCTION CONTRACT - SR-60/MB PH I		$993,228.32
Remit to: FONTANA, CA					FYTD:	$4,212,952.02
PRICE FAMILY CHARITABLE TRUST	217643	06/17/2013	4TH QTR 2012	SALES TAX REIMBURSEMENT		$170,414.00
Remit to: LA JOLLA, CA					FYTD:	$676,351.00
RASMUSSEN BROTHERS CONSTRUCTION	217712	06/24/2013	MVCH 2FL 2	CONSTRUCTION CONTRACT - CITY HALL 2ND LEVEL		$345,505.50
Remit to: FALLBROOK, CA					FYTD:	$596,836.07
RECYCLE AWAY, LLC	217713	06/24/2013	5075	METAL RECYCLING RECEPTACLES		$56,724.00

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CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: BRATTLEBORO, VT					FYTD:	$56,724.00
RICK ENGINEERING COMPANY	9592	06/10/2013	0031505	CONSULTING SERVICES, SURVEY ROS - CACTUS/NASON		$26,398.75
			0031390	CONSULTING SERVICES, SURVEY - CACTUS/NASON		
Remit to: RIVERSIDE, CA					FYTD:	$197,576.96
RIVERSIDE CONSTRUCTION COMPANY, INC	9680	06/24/2013	130502	CONSTRUCTION CONTRACT - SR-60/NASON OC		$971,640.52
Remit to: RIVERSIDE, CA					FYTD:	$5,514,077.08
RIVERSIDE CONSTRUCTION COMPANY, INC	9694	06/27/2013	130601	CONSTRUCTION CONTRACT - SR-60/NASON		$1,370,358.66
Remit to: RIVERSIDE, CA					FYTD:	$5,514,077.08
RIVERSIDE CONSTRUCTION COMPANY, INC	9841	06/18/2013	W130608	RETENTION RELEASE PER ESCROW AGREEMENT		$111,958.66
Remit to: RIVERSIDE, CA					FYTD:	$5,514,077.08
SEQUEL CONTRACTORS, INC.	9681	06/24/2013	442-2	CONSTRUCTION CONTRACT - ALESSANDRO BLVD IMP.		$34,132.91
Remit to: SANTA FE SPRINGS, CA					FYTD:	$273,635.98
SHELL ENERGY NORTH AMERICA (US) L.P.	9645	06/17/2013	1191679	ELECTRIC ENERGY PURCHASE FOR MV UTILITY		$981,848.00
			1201168	ELECTRIC ENERGY PURCHASE FOR MV UTILITY		
Remit to: PHILADELPHIA, PA					FYTD:	$6,185,642.40
SIERRA PACIFIC ELECTRICAL CONTRACTING	217477	06/03/2013	22769	REMOVAL & REPLACEMENT OF TRAFFIC SIGNAL WIRES @ 4 INTERSECTIONS		$58,798.00

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CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$58,798.00
SINGER & COFFIN, APC	9594	06/10/2013	4017	PROFESSIONAL LEGAL SERVICES - SR-60/MB PH II		$28,021.86
			4002	PROFESSIONAL LEGAL SERVICES - SR-60/MB		
Remit to: IRVINE, CA					FYTD:	$102,135.86
SOCO GROUP, INC	9483	06/03/2013	691328	FUEL FOR CITY VEHICLES & EQUIPMENT		$48,800.55
			696015	RED DYED DIESEL FUEL FOR CITY HALL & EOC EMERGENCY GENERATORS		
			695482	FUEL FOR CITY VEHICLES & EQUIPMENT		
			696014	RED DYED DIESEL FUEL FOR CITY HALL & EOC EMERGENCY GENERATORS		
			696013	RED DYED DIESEL FUEL FOR CITY HALL & EOC EMERGENCY GENERATORS		
			696017	RED DYED DIESEL FUEL FOR CITY HALL & EOC EMERGENCY GENERATORS		
			695194	FUEL FOR CITY VEHICLES & EQUIPMENT		
Remit to: PERRIS, CA					FYTD:	$373,580.48
SOUTHERN CALIFORNIA EDISON 1	217479	06/03/2013	7500285490	WDAT CHARGES-GRAHAM ST. LOCATION		$34,175.48
			7500285491	WDAT CHARGES-GLOBE ST. LOCATION		
			7500285492	WDAT CHARGES-NANDINA AVE. LOCATION		
			7500285493	WDAT CHARGES-FREDERICK AVE. LOCATION		
			7500285494	WDAT CHARGES-SUBSTATION 115KV INTERCONNECTION		
			7500285760	RELIABILITY SERVICE-DLAP_SCE_SEES_HV		
			7500285489	WDAT CHARGES-IRIS AVE. LOCATION		

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CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
Remit to: ROSEMEAD, CA				FYTD:	$3,146,869.57
SOUTHERN CALIFORNIA EDISON 1	217632	06/17/2013	587-9520 MAY-13	ELECTRICITY-FERC CHARGES	$156,695.50
			707-6081 MAY-13	ELECTRICITY	
			721-3449 MAY-13	IFA CHARGES-SUBSTATION	
			MAY-13 6/17/13	ELECTRICITY	
Remit to: ROSEMEAD, CA				FYTD:	$3,146,869.57
SOUTHERN CALIFORNIA EDISON 1	217719	06/24/2013	MAY-13 6/24/13	ELECTRICITY	$30,836.70
Remit to: ROSEMEAD, CA				FYTD:	$3,146,869.57
STANDARD INSURANCE CO	9647	06/17/2013	130601a	MISCELLANEOUS SERVICES	$39,840.95
Remit to: PORTLAND, OR				FYTD:	$376,006.03
STATE TREASURER'S OFFICE	9844	06/27/2013	W130609	ROW ADDL. DEPOSIT-SR60 MORENO BEACH PH2-APN'S 488-080-014 & 017	$28,110.00
Remit to: SACRAMENTO, CA				FYTD:	$3,536,200.00
STATE TREASURER'S OFFICE	9845	06/27/2013	W130610	ROW ADDL. DEPOSIT-SR60 MORENO BEACH PH2-APN'S 488-080-013	$310,380.00
Remit to: SACRAMENTO, CA				FYTD:	$3,536,200.00
STATE TREASURER'S OFFICE	9846	06/27/2013	W130611	ROW ADDL. DEPOSIT-SR60 MORENO BEACH PH2-APN'S 488-080-016	$167,855.00
Remit to: SACRAMENTO, CA				FYTD:	$3,536,200.00
SULLY- MILLER CONTRACTING CO., INC.	9840	06/18/2013	W130607	RETENTION RELEASE PER ESCROW AGREEMENT	$66,457.07

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CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: BREA, CA					FYTD:	$19,735,366.95
SULLY- MILLER CONTRACTING CO., INC.	217645	06/17/2013	13-SMC	CONSTRUCTION CONTRACT - CACTUS/NASON		$1,008,017.18
Remit to: BREA, CA					FYTD:	$19,735,366.95
THINK TOGETHER, INC	9686	06/24/2013	111000-12/13-10	ASES PROGRAM MANAGEMENT SERVICES		$444,467.51
Remit to: LOS ANGELES, CA					FYTD:	$4,486,703.15
TRANSTECH ENGINEERS, INC.	217569	06/10/2013	15	CONSULTING SERVICES, ENGINEERING - CACTUS/NASON		$115,370.37
			14	CONSULTING SERVICES, ENGINEERING - CACTUS/NASON		
Remit to: WALNUT, CA					FYTD:	$614,464.73
TRUGREEN LANDCARE	9649	06/17/2013	7526107	LANDSCAPE MAINT.-ZONE E-16		$25,273.57
			7526106	LANDSCAPE MAINT.-ZONE DSG-1		
			7523481	REPAIR OF BROKEN 4" IRRIG. MAIN LINE-CLOCK #3-E ALONG CACTUS AVE		
			7526109	LANDSCAPE MAINT.-ZONE E-4 & E-4A		
			7526110	LANDSCAPE MAINT.-ZONE S		
			7529516	LANDSCAPE MAINT.-ZONE M		
			7529095	IRRIGATION REPAIRS FOR MAY 2013-ZONE E-4		
			7518167	REPLACEMENT OF PLASTIC RAINBIRD VALVE-TRACT #19, #16769		
			7518174	REPLACEMENT OF PLASTIC RAINBIRD VALVE-TRACT #35, #19541		
Remit to: RIVERSIDE, CA					FYTD:	$308,283.36
U.S. BANK/CALCARDS	9601	06/10/2013	05-27-13	CALCARD PAYMENT FOR CYCLE END 5/27/13		$226,752.85

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CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: ST. LOUIS, MO					FYTD:	$2,172,304.13
WASTE MANAGEMENT	217575	06/10/2013	RECEIPT 335019	SOLID WASTE DELINQUENCIES PASS THRU, LESS FRANCHISE FEES		$813,377.51
Remit to: CORONA, CA					FYTD:	$1,737,185.02
WELLS FARGO BANK	9620	06/10/2013	W130602	ACQUISITION COSTS & ESCOW FEES/NSP3 PROGRAM-14861 WINTERGREEN ST		$139,787.09
Remit to: SAN FRANCISCO, CA					FYTD:	$959,274.65
WELLS FARGO CORPORATE	9842	06/19/2013	W130604	DEBT SERVICE-SPECIAL TAXES		$954,745.42
Remit to: LOS ANGELES, CA					FYTD:	$8,993,898.70
WELLS FARGO CORPORATE	9843	06/19/2013	W130606	DEBT SERVICE-BOND PREPAYMENT		$39,580.29
Remit to: LOS ANGELES, CA					FYTD:	$8,993,898.70
WILLDAN ENGINEERING	9488	06/03/2013	002-13273	PLAN CHECK & INSPECTION SERVICES FOR BLDG & SAFETY DEPT.		$30,340.23
			002-13110	PLAN CHECK & INSPECTION SERVICES FOR BLDG & SAFETY DEPT.		
			002-13181	PLAN CHECK & INSPECTION SERVICES FOR BLDG & SAFETY DEPT.		
Remit to: ANAHEIM, CA					FYTD:	$259,625.26
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.	217577	06/10/2013	MAY-13 TUMF	TUMF FEES COLLECTED FOR 5/1-5/31/13		$200,682.07
Remit to: RIVERSIDE, CA					FYTD:	$1,548,207.56
TOTAL AMOUNTS OF $25,000 OR GREATER						**$20,843,511.08**

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
2013 CF CONFERENCE	217522	06/03/2013	REG ID: 56258270	REGISTR. FEES FOR JULY15-17 CONF.-GAGATCH/FRANSIK/CUMBERLAND		$1,035.11
Remit to: RIVERSIDE, CA					FYTD:	$1,035.11
A.D. WILSON, INC.	217686	06/24/2013	004067	SR60 MORENO BEACH DR INTERCHANGE IMPRVT PROJ		$7,161.26
Remit to: NORCO, CA					FYTD:	$7,161.26
ABILITY COUNTS, INC	217687	06/24/2013	ACI10017	LANDSCAPE MAINT-PARKS-VRS LOCATIONS		$2,065.00
Remit to: CORONA, CA					FYTD:	$24,430.00
ACTION DOOR REPAIR CORP.	9567	06/10/2013	85762	EXTERIOR DOOR REPAIR-ANIMAL SHELTER		$122.50
Remit to: ORLANDO, FL					FYTD:	$27,700.75
ACTIVE NETWORK, INC., THE	9468	06/03/2013	1006658	PROFESSIONAL SVCS-LOGOS PROJECT		$6,745.00
			1006512	PROFESSIONAL SVCS-LOGOS PROJECT		
Remit to: SAN DIEGO, CA					FYTD:	$19,964.30
ACTIVE NETWORK, INC., THE	9654	06/24/2013	1006797	PROFESSIONAL SVCS-SETUP OF CHECK SCANNER		$190.00
Remit to: SAN DIEGO, CA					FYTD:	$19,964.30
ADAMS, MARK L.	9490	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: REDLANDS, CA					FYTD:	$3,506.03
ADLERHORST INTERNATIONAL INC.	9568	06/10/2013	18326	MONTHLY K-9 TRAINING-IVAN-APR13		$141.67
Remit to: RIVERSIDE, CA					FYTD:	$6,564.56
ADMINSURE	217533	06/10/2013	6392	WORKERS' COMP CLAIMS ADMIN.-JUN13		$2,600.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: DIAMOND BAR, CA					FYTD:	$33,800.00
ADVANCED ELECTRIC	217534	06/10/2013	10745	ELECTRICAL REPAIRS-CITY YARD		$10,818.98
			10741	ELECTRICAL REPAIRS-CRC/FITNESS 19		
			10748	ELECTRICAL REPAIRS-FIRE STATION #91		
			10747	ELECTRICAL REPAIRS-CRC		
			10739	ELECTRICAL REPAIRS-CRC		
			10752	ELECTRICAL REPAIRS-TOWNGATE CTR		
			10751	ELECTRICAL REPAIRS-PSB		
			10738	ELECTRICAL REPAIRS-CRC		
			10746	ELECTRICAL REPAIRS-CITY YARD TRANSP. TRAILER		
			01485	ELECTRICAL REPAIRS-ANIMAL SHELTER		
			10750	ELECTRICAL REPAIRS-FIRE STATION #2		
			01484	ELECTRICAL REPAIRS-CITY HALL		
			10744	ELECTRICAL REPAIRS-PSB		
			10740	ELECTRICAL REPAIRS-CRC/FITNESS 19		
Remit to: RIVERSIDE, CA					FYTD:	$44,429.60
ADVANCED ELECTRIC	217688	06/24/2013	10762	ELECTRICAL REPAIRS-BETHUNE PARK		$896.64
			10761	ELECTRICAL REPAIR-WOODLAND PARK		
			10760	ELECTRICAL REPAIR-RIDGECREST PARK		
Remit to: RIVERSIDE, CA					FYTD:	$44,429.60
ADVANTAGE BUSINESS EQUIPMENT, INC	9623	06/17/2013	16546	WYCOM CHECK STOCK FOR A/P		$503.44

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: SAN DIEGO, CA					FYTD:	$2,125.05
AEI-CASC ENGINEERING	217689	06/24/2013	0029397	PLAN CHECK SVCS-PWQMP-MAY13		$472.50
Remit to: COLTON, CA					FYTD:	$22,346.50
AIR EXCHANGE INC	217535	06/10/2013	31215	MAINTENANCE & REPAIR OF PLYMOVENT-FS#6		$701.90
Remit to: Fairfield, CA					FYTD:	$4,090.54
AIR EXCHANGE INC	217690	06/24/2013	31351	PLYMOVENT MAINT/REPAIR-FIRE STN 91		$481.21
			31350	PLYMOVENT MAINT/REPAIR-FIRE STN 2		
Remit to: Fairfield, CA					FYTD:	$4,090.54
ALBERT A. WEBB ASSOCIATES	217608	06/17/2013	131025	WATER QUALITY TESTING & ANALYSIS - EDGEMONT WATER MASTER PLAN		$440.00
Remit to: RIVERSIDE, CA					FYTD:	$31,460.90
ALEJANDRA DELGADO	217588	06/10/2013	1046292	REFUNDS FOR RENTALS		$200.00
Remit to: MORENO VALLEY, CA					FYTD:	$200.00
ALICE KAREN RADER	217683	06/17/2013	MV2121109025	REFUND-CITATION DISMISSED/COURT FEE REIMBURSEMENT		$457.50
Remit to: BANNING, CA					FYTD:	$457.50
ALLISON COLLINS	217652	06/17/2013	R13-058826	AS REFUND-RABIES & S/N DEPOSIT		$95.00
Remit to: LONG BEACH, CA					FYTD:	$95.00
ALYSSA RAMIREZ	217684	06/17/2013	MV4120615011	REFUND-CITATION OVERPAYMENT		$40.50
Remit to: RIVERSIDE, CA					FYTD:	$40.50

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
AMBER FRANSIK	217642	06/17/2013	FUEL REIMB.	REIMBURSEMENT FOR FUEL DURING CPTED TRAINING-HENDERSON, NV.		$74.04
Remit to: MORENO VALLEY, CA					FYTD:	$224.04
AMERICAN FORENSIC NURSES	9469	06/03/2013	63115	BLOOD DRAW SERVICE		$6,739.32
			63044	BLOOD DRAW SERVICE		
			63045	BLOOD DRAW SERVICE		
			63114	BLOOD DRAW SERVICE		
Remit to: PALM SPRINGS, CA					FYTD:	$66,017.68
AMERICAN FORENSIC NURSES	9569	06/10/2013	63174	BLOOD DRAW SERVICE		$3,420.60
			63149	BLOOD DRAW SERVICE		
			63173	BLOOD DRAW SERVICE		
Remit to: PALM SPRINGS, CA					FYTD:	$66,017.68
AMERICAN FORENSIC NURSES	9655	06/24/2013	63259	BLOOD DRAW SERVICE		$2,927.64
			63257	BLOOD DRAW SERVICE		
			63258	BLOOD DRAW SERVICE		
			63232	BLOOD DRAW SERVICE		
			63020	BLOOD DRAW SERVICE		
Remit to: PALM SPRINGS, CA					FYTD:	$66,017.68
AMTECH ELEVATOR SERVICES	217692	06/24/2013	DVB65909613	ELEVATOR MAINT/REPAIR-EOC		$1,727.92
			DVB32508001	ELEVATOR 5-YR FULL LOAD TEST-CITY HALL		
			DVB05044613	ELEVATOR MAINT/REPAIR-CITY HALL		

MV00212656

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: PASADENA, CA					FYTD:	$6,297.48
ANGEL ORELLANA	217665	06/17/2013	1045321	REFUND VALLEY KIDS CAMP		$97.00
Remit to: MORENO VALLEY, CA					FYTD:	$97.00
ANGELA RODRIGUEZ	217668	06/17/2013	1048159	REFUND PEE WEE SOCCER		$72.00
Remit to: MORENO VALLEY, CA					FYTD:	$72.00
ANGELA SANCHEZ	217669	06/17/2013	1044752	REFUND FOR PEE WEE T-BALL		$62.00
Remit to: MORENO VALLEY, CA					FYTD:	$62.00
ARROWHEAD WATER	9624	06/17/2013	03E0029115144	WATER PURIFY RNTL UNIT-LIBRARY		$103.64
			03E0029115359	WATER PURIFY RNTL UNIT-CRC		
			03E0029648037	WATER PURIFY RNTL UNIT-FIRE STN 91		
			03E0029115227	WATER PURIFY RNTL UNIT-SDA ANNEX		
Remit to: LOUISVILLE, KY					FYTD:	$6,973.75
AT&T MOBILITY	217454	06/03/2013	872455379X050613	MCC CELLULAR PHONE SVC 4/7-5/6/13		$91.82
Remit to: CAROL STREAM, IL					FYTD:	$1,103.27
AT&T MOBILITY	217693	06/24/2013	872455379X060613	MCC CELLULAR PHONE SVC 5/7-6/6/13		$91.82
Remit to: CAROL STREAM, IL					FYTD:	$1,103.27
AT&T/MCI	217455	06/03/2013	4357828	LANDLINE PHONE SVC FOR GTF SATELLITE OFFICE		$184.96
Remit to: CAROL STREAM, IL					FYTD:	$2,213.08

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
AU2 ENTERPRISES / RICARDO F. GOLDEN	217694	06/24/2013	539	LABOR FOR MCC SATELLITE REPAIRS		$75.00
Remit to: RIVERSIDE, CA					FYTD:	$75.00
BACHER, GRACE	217489	06/03/2013	130601	RETIREE MED JUNE '13		$255.43
Remit to: HEMET, CA					FYTD:	$3,126.23
BAKER & TAYLOR	217536	06/10/2013	D24NS7254R	AXIS 360 ANNUAL HOSTING, ACCESS & SVC FEES JUN'13-MAY'14		$3,000.00
Remit to: ATLANTA, GA					FYTD:	$8,365.25
BAKER & TAYLOR	217695	06/24/2013	4010483603	E-BOOKS FOR CIRCULATION-LIBRARY		$353.30
Remit to: ATLANTA, GA					FYTD:	$8,365.25
BAUTISTA, JOSEPH C.	9491	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: FONTANA, CA					FYTD:	$3,506.03
BECKNER, PATRICK	9492	06/03/2013	130601	RETIREE MED MAR-MAY '13, PD JUNE '13		$772.64
Remit to: MURRIETA, CA					FYTD:	$3,112.26
BELMUDES, DEBRA	9493	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$1,912.38
BEMUS LANDSCAPE, INC.	9570	06/10/2013	244294	LANDSCAPE MAINT-SCE & OLD LAKE DR		$10,734.33
			244311	LANDSCAPE MAINT-ANIMAL SHELTER		
			244306	LANDSCAPE MAINT-MV UTILITY		
			244305	LANDSCAPE MAINT-PUBLIC LIBRARY		
			244292	LANDSCAPE MAINT-PAN AM SECTION/AQUEDUCT		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
BEMUS LANDSCAPE, INC.	9570	06/10/2013	244297	LANDSCAPE MAINT-BIKE AQUEDUCT		$10,734.33
			244291	LANDSCAPE MAINT-NORTH AQUEDUCT		
			244290	LANDSCAPE MAINT-SOUTH AQUEDUCT "B"		
			244298	LANDSCAPE MAINT-SOUTH AQUEDUCT "A"		
			244308	LANDSCAPE MAINT-TOWNGATE BIKE AQUEDUCT		
			244310	LANDSCAPE MAINT-PSB		
			244307	LANDSCAPE MAINT-TOWNGATE		
			244293	LANDSCAPE MAINT-SENIOR CTR		
			244303	LANDSCAPE MAINT-ASES ADMIN BLDG		
			244302	LANDSCAPE MAINT-CITY YARD		
			244309	LANDSCAPE MAINT-ELECTRIC SUBSTATION		
			244304	LANDSCAPE MAINT-CRC		
Remit to: SAN CLEMENTE, CA					FYTD:	$218,149.62
BEMUS LANDSCAPE, INC.	217537	06/10/2013	244300	LANDSCAPE MAINT-VETERAN'S MEMORIAL		$6,244.30
			244312	LANDSCAPE MAINT-CITY HALL		
			244295	LANDSCAPE MAINT-PATRIOT PARK		
			244296	LANDSCAPE MAINT-BAY AVE TO JFK AVE/AQUEDUCT		
			244313	LANDSCAPE MAINT-FIRE STATION #6		
			244301	LANDSCAPE MAINT-ANNEX 1		
Remit to: SAN CLEMENTE, CA					FYTD:	$218,149.62
BENESYST	9571	06/10/2013	0513288	COBRA ADMIN FEE		$205.00
Remit to: MINNEAPOLIS, MN					FYTD:	$5,329.56

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
BENESYST	9572	06/10/2013	0513148	FSA ADMIN COSTS		$211.64
Remit to: MINNEAPOLIS, MN					FYTD:	$5,329.56
BENJAMIN POSADA	217747	06/24/2013	12194065	DUPLICATE PAYMENT		$42.56
Remit to: RIVERSIDE, CA					FYTD:	$42.56
BLAIR, CHERYL	217734	06/24/2013	MAY-2013	INSTRUCTOR SVCS-BELLY DANCING CLASS		$81.00
Remit to: RIVERSIDE, CA					FYTD:	$378.00
BMW MOTORCYCLES OF RIVERSIDE	217539	06/10/2013	6005621/1	MAINT & REPAIRS-NEW TRAFFIC MOTORCYCLES		$252.93
Remit to: RIVERSIDE, CA					FYTD:	$55,979.09
BOOKLETTERS	217696	06/24/2013	RB3558	ANNUAL RENEWAL-LIBRARY WEB PAGE SERVICE 4/1/13-3/31/14		$3,564.00
Remit to: COLUMBUS, OH					FYTD:	$3,564.00
BORDEAU, MYLING	217512	06/03/2013	6/10-6/13/13	TRAVEL PER DIEM FOR DRUG IMPAIRED DRIVER TRAINING COURSE		$130.00
Remit to: MORENO VALLEY, CA					FYTD:	$130.00
BOX SPRINGS MUTUAL WATER COMPANY	217609	06/17/2013	05292013	WATER USAGE-ACCOUNT #721-1 ZONE E-1		$99.56
Remit to: MORENO VALLEY, CA					FYTD:	$659.46
BRAUN BLAISING MCLAUGHLIN	217540	06/10/2013	14645	LEGAL SVCS-STREETLIGHT RATE CASE (CASL)		$3,456.00
Remit to: SACRAMENTO, CA					FYTD:	$71,565.60
BRAUN BLAISING MCLAUGHLIN	217697	06/24/2013	14670	LEGAL SVCS-MVU-MAY13		$8,562.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
BRAUN BLAISING MCLAUGHLIN	217697	06/24/2013	14671	LEGAL SVCS-STREETLIGHT RATE CASE (CASL)		$8,562.00
			14644	LEGAL SVCS-MVU-APR13		
Remit to: SACRAMENTO, CA					FYTD:	$71,565.60
BRENDA VASQUEZ	217599	06/10/2013	R13-058318	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: PERRIS, CA					FYTD:	$20.00
BUCKINGHAM, STAN	217490	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: TEMECULA, CA					FYTD:	$3,506.03
C & C GRADING & PAVING, INC	9625	06/17/2013	1630-4	CONSTRUCTION CONTRACT - SIP		$4,393.75
Remit to: TEMECULA, CA					FYTD:	$256,235.77
CAIN, GREGORY	9494	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: TAMPA, FL					FYTD:	$3,506.03
CALIFA GROUP	217456	06/03/2013	5253	PLAY & LEARN ISLAND-TAX/SHIPPING INCLUDED		$1,500.00
Remit to: SAN MATEO, CA					FYTD:	$1,500.00
CALIFORNIA PROPERTY SPECIALISTS, INC	217605	06/10/2013	7057	CONSULTING SERVICES, ROW		$3,675.00
Remit to: MISSION VIEJO, CA					FYTD:	$3,675.00
CALIFORNIA STATE ASSOCIATION OF COUNTIES	217541	06/10/2013	25468	ADVERTISEMENT-JOB POSTING		$250.00
Remit to: SACRAMENTO, CA					FYTD:	$250.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
CALIFORNIA STATE CONTROLLER'S OFFICE	217457	06/03/2013	UC130601	UNCLAIMED PROPERTY - PAYROLL		$18.56
Remit to: SACRAMENTO, CA					FYTD:	$8,916.87
CALIFORNIA STATE CONTROLLER'S OFFICE	217513	06/03/2013	REPORT YEAR 2012	REMITTANCE OF UNCLAIMED A/P CHECKS TO SCO FOR REPORT YEAR 2012		$8,898.31
Remit to: SACRAMENTO, CA					FYTD:	$8,916.87
CANNON, ANA M.	9495	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: HASLET, TX					FYTD:	$3,506.03
CANON SOLUTIONS AMERICA, INC.	9656	06/24/2013	1103031201304151	COPIER SVC-JAN THRU MARCH 2013-POLICE		$2,210.68
Remit to: BURLINGTON, NJ					FYTD:	$107,894.04
CARTER, ROSALYN	9496	06/03/2013	130601	RETIREE MED MAR-MAY '13, PD JUNE '13		$956.19
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
CASSIE BENDIX	217647	06/17/2013	1044980	REFUND VALLEY KIDS CAMP FOR ERIC AND MELODY		$147.20
Remit to: MORENO VALLEY, CA					FYTD:	$147.20
CELLEBRITE USA, CORP	9573	06/10/2013	126630	SOFTWARE UPGRADE & 3 YEAR MAINTENANCE		$6,662.73
Remit to: GLEN ROCK, NJ					FYTD:	$6,662.73
CEMEX	217542	06/10/2013	9426013310	PORTLAND CEMENT-MAINT & OP'S		$1,265.24
			9426030346	PORTLAND CEMENT-MAINT & OP'S		
			9426053731	PORTLAND CEMENT-MAINT & OP'S		

MV00212662

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
Remit to: PASADENA, CA				FYTD:	$21,992.91
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	9574	06/10/2013	04-0314924	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	$2,175.12
			04-0312736	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0313048	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312733	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314963	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			01-0329858	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312731	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312728	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312725	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312723	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312495	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0311527	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314700	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314790	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312759	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314412	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0313194	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			05-0336876	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			01-0329859	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314964	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0313436	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314968	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	9574	06/10/2013	04-0314952	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	$2,175.12
			04-0312757	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312734	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312729	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0311526	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0313437	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			05-0337012	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			01-0329856	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312850	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			05-0336877	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314772	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314789	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314784	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0311525	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0313435	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314925	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312724	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314969	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314771	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314785	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312735	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312758	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0313193	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314413	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	9574	06/10/2013	04-0312496	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	$2,175.12
			05-0336878	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312730	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0311528	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0311491	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0311492	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312401	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312123	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314411	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314953	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314923	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314699	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314783	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314970	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314773	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314788	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
Remit to: RIVERSIDE, CA				FYTD:	$11,246.12
CESAR CARMARGO	217676	06/17/2013	MV3121109053	REFUND-CITATION OVERPAYMENT	$65.00
Remit to: MORENO VALLEY, CA				FYTD:	$65.00
CHAPMAN, STEVE	217491	06/03/2013	130601	RETIREE MED JUNE '13	$318.73
Remit to: REDLANDS, CA				FYTD:	$3,506.03
CHAPPELL, ISAAC	9497	06/03/2013	130601	RETIREE MED JUNE '13	$318.73

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
CHJ INCORPORATED	217604	06/10/2013	86953	CONSULTING SERVICES, GEOTECHNICAL - PERRIS BLVD		$12,405.00
			86927	CONSULTING SERVICES, GEOTECHNICAL - PERRIS BLVD		
			86897	CONSULTING SERVICES, GEOTECHNICAL - PERRIS BLVD		
Remit to: COLTON, CA					FYTD:	$23,615.00
CINTAS CORPORATION	9471	06/03/2013	150841729	UNIFORM RNTL SVC-ST SWEEPING		$610.64
			150841730	UNIFORM RNTL SVC-DRAIN MAINT		
			150841731	UNIFORM RNTL SVC-ST MAINT		
			150100650	UNIFORM RNTL SVC-DRAIN MAINT		
			150841723	UNIFORM RNTL SVC-TRAFFIC SIGNAL		
			150846180	UNIFORM RNTL SVC-TRAFFIC SIGNAL		
			150846181	UNIFORM RNTL SVC-ST SIGNS/STRIPING		
			150846186	UNIFORM RNTL SVC-ST SWEEPING		
			150846187	UNIFORM RNTL SVC-DRAIN MAINT		
			150841727	UNIFORM RNTL SVC-ST TREE MAINT		
			150100647	UNIFORM RNTL SVC-ST TREE MAINT		
			150841732	UNIFORM RNTL SVC-CONCRETE MAINT		
			150846188	UNIFORM RNTL SVC-ST MAINT		
			150846189	UNIFORM RNTL SVC-CONCRETE MAINT		
			150100652	UNIFORM RNTL SVC-CONCRETE MAINT		
			150100645	UNIFORM RNTL SVC-GRAFFITI RMVL		
			150100649	UNIFORM RNTL SVC-ST SWEEPING		
			150841725	UNIFORM RNTL SVC-GRAFFITI RMVL		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
CINTAS CORPORATION	9471	06/03/2013	150846184	UNIFORM RNTL SVC-ST TREE MAINT	$610.64
			150846182	UNIFORM RNTL SVC-GRAFFITI RMVL	
			150100642	UNIFORM RNTL SVC-PURCHASING	
			150846179	UNIFORM RNTL SVC-PURCHASING	
			150841722	UNIFORM RNTL SVC-PURCHASING	
			150837201	UNIFORM RNTL SVC-PURCHASING	
			150100644	UNIFORM RNTL SVC-ST SIGNS/STRIPING	
			150100643	UNIFORM RNTL SVC-TRAFFIC SIGNAL	
			150841726	UNIFORM RNTL SVC-VEHICLE MAINT	
			150841724	UNIFORM RNTL SVC-ST SIGNS/STRIPING	
			150100651	UNIFORM RNTL SVC-ST MAINT	
Remit to: ONTARIO, CA				FYTD:	$17,027.06
CINTAS CORPORATION	9626	06/17/2013	150769560	UNIFORM RNTL SVC-FACILITIES	$67.64
			150702028	UNIFORM RNTL SVC-FACILITIES	
			150760564	UNIFORM RNTL SVC-FACILITIES	
			150832740	UNIFORM RNTL SVC-GOLF COURSE	
Remit to: ONTARIO, CA				FYTD:	$17,027.06
CINTAS CORPORATION	9657	06/24/2013	150109599	UNIFORM RNTL SVC-FACILITIES	$531.69
			150113678	UNIFORM RNTL SVC-FACILITIES	
			150105110	UNIFORM RNTL SVC-FACILITIES	
			150100646	UNIFORM RNTL SVC-VEHICLE MAINT	
			150109594	UNIFORM RNTL SVC-CFD #1	
			150846183	UNIFORM RNTL SVC-VEHICLE MAINT	

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
CINTAS CORPORATION	9657	06/24/2013	150105105	UNIFORM RNTL SVC-CFD #1		$531.69
			150105111	UNIFORM RNTL SVC-GOLF COURSE		
			150117188	UNIFORM RNTL SVC-FACILITIES		
			150105098	UNIFORM RNTL SVC-PARK MAINT		
			150109600	UNIFORM RNTL SVC-GOLF COURSE		
			150113666	UNIFORM RNTL SVC-PARK MAINT		
			150113679	UNIFORM RNTL SVC-GOLF COURSE		
			150117176	UNIFORM RNTL SVC-PARK MAINT		
			150120702	UNIFORM RNTL SVC-FACILITIES		
			150109587	UNIFORM RNTL SVC-PARK MAINT		
Remit to: ONTARIO, CA					FYTD:	$17,027.06
CITY OF MORENO VALLEY VEBA TRUST	9472	06/03/2013	2013-00000106	4020 - EXEC VEBA*		$3,362.87
Remit to: MORENO VALLEY, CA					FYTD:	$184,940.40
CITY OF MORENO VALLEY VEBA TRUST	9627	06/17/2013	2013-00000110	4020 - EXEC VEBA*		$6,897.50
Remit to: MORENO VALLEY, CA					FYTD:	$184,940.40
CLS LANDSCAPE MANAGEMENT, INC	217587	06/10/2013	BL#01569-YR2013	REFUND OF OVERPAYMENT FOR B/L#01569		$95.61
Remit to: CHINO, CA					FYTD:	$95.61
COLD STAR, INC.	217735	06/24/2013	05152013	SPECIAL EVENTY TRAILER W/ 38LB ICE-JULY 4TH FESTIVAL		$480.60
Remit to: CHINO HILLS, CA					FYTD:	$480.60

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
COLONIAL SUPPLEMENTAL INSURANCE	217514	06/03/2013	7133069-0601433	SUPPLEMENTAL INSURANCE		$6,613.14
Remit to: COLUMBIA, SC					FYTD:	$77,187.69
COMMUNITY HEALTH CHARITIES	217458	06/03/2013	2013-00000091	8725 - CH CHARITY		$94.00
Remit to: COSTA MESA, CA					FYTD:	$4,674.00
COMMUNITY HEALTH CHARITIES	217610	06/17/2013	2013-00000111	8725 - CH CHARITY		$94.00
Remit to: COSTA MESA, CA					FYTD:	$4,674.00
CONTINENTAL WESTERN TRANSPORTATION	217543	06/10/2013	0104972-IN	ASPHALTIC MATERIALS-SURFACE RECYCLING PROJ		$11,148.19
			0105044-IN	ASPHALTIC MATERIALS-SURFACE RECYCLING PROJ		
Remit to: SAN DIEGO, CA					FYTD:	$25,382.08
CONTINUING EDUCATION OF THE BAR	217544	06/10/2013	10148106	BOOKS, PUBLICATIONS & AUDIOVISUAL-LAW LIBRARY		$162.31
Remit to: OAKLAND, CA					FYTD:	$1,788.88
COSTCO	217545	06/10/2013	19637	SNACK SUPPLIES FOR SKATE PARK		$2,095.78
			19635	SNACK SUPPLIES FOR "A CHILD'S PLACE"		
Remit to: MORENO VALLEY, CA					FYTD:	$16,121.13
COUNSELING TEAM, THE	217611	06/17/2013	21156	EMPLOYEE ASSISTANCE SVCS		$1,250.00
Remit to: SAN BERNARDINO, CA					FYTD:	$31,750.00
COUNTRY SQUIRE ESTATES	217698	06/24/2013	MAY 2013	REFUND-UTILITY USER TAX EXEMPTIONS		$48.04

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: ONTARIO, CA					FYTD:	$1,048.73
COUNTY OF RIVERSIDE - RMAP	217546	06/10/2013	9990085000-1304	RADIO COMM. SERVICES FOR PD MOTORCYCLES		$983.50
Remit to: RIVERSIDE, CA					FYTD:	$654,277.25
COUNTY OF RIVERSIDE - RMAP	217612	06/17/2013	9990170000-1304	VPN CONNECTION FOR CODE ENFORCEMENT STAFF		$28.84
Remit to: RIVERSIDE, CA					FYTD:	$654,277.25
COUNTY OF RIVERSIDE 1	217736	06/24/2013	PU0000002833	JANITORIAL ITEMS FOR STATION EXPLORERS		$1,459.74
			PU0000002836	JANITORIAL ITEMS FOR STATION EXPLORERS		
Remit to: MORENO VALLEY, CA					FYTD:	$11,051.05
CRIME SCENE STERI-CLEAN, LLC	9576	06/10/2013	32027	BIOHAZARD CLEANING SERVICES FOR PD-4/28/13 TRAFFIC ACCIDENT		$750.00
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$8,250.00
DALE, KATHLEEN	9498	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
DANIEL TELLEZ	217748	06/24/2013	1049519/1049518	REFUNDS FOR RENTALS		$828.15
Remit to: MORENO VALLEY, CA					FYTD:	$828.15
DANIELLE PAGE	217682	06/17/2013	MV3130405032	REFUND-CITATION DISMISSED		$57.50
Remit to: RIVERSIDE, CA					FYTD:	$57.50
DATA TICKET, INC.	9473	06/03/2013	46793MS	MAINTENANCE/SUPPORT-MAR13		$1,516.45
			46214	ADMIN CITATION PROCESSING-B&S-MAR13		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
DATA TICKET, INC.	9473	06/03/2013	46790MS	MAINTENANCE/SUPPORT-APR13		$1,516.45
Remit to: NEWPORT BEACH, CA					FYTD:	$194,363.34
DATA TICKET, INC.	9659	06/24/2013	47282	NPDES BUSINESS INSPECTION SVCS-MAY13		$3,705.44
			47294TPC	THIRD PARTY COLLECTIONS-B & S-MAY13		
			46713	NPDES BUSINESS INSPECTION SVCS-APR13		
			47296	ADMIN CITATION PROCESSING-PD-MAY13		
			47344MS	MAINTENANCE/SUPPORT-MAY13		
			47294	ADMIN CITATION PROCESSING-B & S-MAY13		
Remit to: NEWPORT BEACH, CA					FYTD:	$194,363.34
DATAQUICK CORPORATE HEADQUARTERS	217700	06/24/2013	B1-2167039	ONLINE SOFTWARE SUBSCRIPTION-POP UNIT		$130.50
Remit to: LOS ANGELES, CA					FYTD:	$1,566.00
DAVID EVERITT	217494	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: HEMET, CA					FYTD:	$318.73
DAVID LOZANO	217592	06/10/2013	R13-061978	AS REFUND-TRAP DEPOSIT		$50.00
Remit to: MORENO VALLEY, CA					FYTD:	$50.00
DAVID MUSSER	217741	06/24/2013	JUN-2013	INSTRUCTOR SVCS-WATERCOLOR TECHNIQUE CLASS		$420.00
Remit to: MENIFEE, CA					FYTD:	$4,998.00
DEBINAIRE COMPANY	217701	06/24/2013	139028	BOILER REPAIRS-WO#130934-CITY HALL		$1,409.40
			139637	BOILER REPAIRS-WO#130936-PSB		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: CORONA, CA					FYTD:	$5,746.50
DELTA DENTAL OF CALIFORNIA	9558	06/03/2013	BE000555703	EMPLOYEE DENTAL INSURANCE		$10,743.39
Remit to: SAN FRANCISCO, CA					FYTD:	$125,583.09
DELTACARE USA	217737	06/24/2013	5388027	EMPLOYEE DENTAL INSURANCE		$5,379.11
Remit to: LOS ANGELES, CA					FYTD:	$67,458.88
DENNIS GRUBB & ASSOCIATES, LLC	9577	06/10/2013	1190	PLAN REVIEW SVCS-FIRE PREVENTION		$6,500.00
Remit to: MIRA LOMA, CA					FYTD:	$121,565.00
DENNY SHOR	217529	06/03/2013	05212013	REIMB-SAFE ROUTES TO SCHOOL (SR2S) PROGRM EXPEND.		$341.90
Remit to: MORENO VALLEY, CA					FYTD:	$341.90
DMC DESIGN GROUP, INC	9660	06/24/2013	2013-057	CONSULTING SERVICES, DESIGN - HEACOCK EXTENSION		$22,955.00
Remit to: CORONA, CA					FYTD:	$171,297.87
DOLORES GRANILLO	217680	06/17/2013	MV2120307018	REFUND-CITATION OVERPAYMENT		$115.00
Remit to: PERRIS, CA					FYTD:	$115.00
DOMINICK GARCIA	217656	06/17/2013	1036071	REFUND PEE WEE TENNIS		$77.00
Remit to: MORENO VALLEY, CA					FYTD:	$77.00
DORY, ALLEEN F.	217492	06/03/2013	130601	RETIREE MED JUNE '13		$146.32
Remit to: HEMET, CA					FYTD:	$3,206.67
DUVAL, ROBERTA	217459	06/03/2013	04272013	CPR & FIRST AID TRAINING-SECURITY GUARD B. CORNWELL		$45.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: SUN CITY, CA					FYTD:	$3,579.33
DUVAL, ROBERTA	217738	06/24/2013	JUN-2013	INSTRUCTOR SVCS-CPR CLASS		$191.20
Remit to: SUN CITY, CA					FYTD:	$3,579.33
E.R. BLOCK PLUMBING & HEATING, INC.	9578	06/10/2013	112020	BACKFLOW DEVICE TESTING-NPDES-ADDL.WORK		$1,160.64
Remit to: RIVERSIDE, CA					FYTD:	$93,221.98
E.R. BLOCK PLUMBING & HEATING, INC.	9628	06/17/2013	112058	REPLACED STOLEN BACKFLOW-ZONE E-1		$17,784.48
			1120951	REPLACED STOLEN BACKFLOW-T16769		
			112182	REPLACED BACKFLOW-T16769		
			112060	REPLACED STOLEN BACKFLOW-ZONE E-15		
			112428	INSTALL BACKFLOW REPAIR KITS-PARKS-BAY AVE		
			112061	REPLACED STOLEN BACKFLOW-T22371		
			112365	BACKFLOW DEVICE TESTS-VRS LOCATIONS		
			112425	REPLACED STOLEN BACKFLOW-T19141		
			112184	REPLACED BACKFLOW-T27526		
			1120941	REPLACED STOLEN BACKFLOW-T20525		
			112183	REPLACED BACKFLOW-ZONE E-2		
			112097	REPLACED STOLEN BACKFLOW-T19852		
Remit to: RIVERSIDE, CA					FYTD:	$93,221.98
EASTERN MUNICIPAL WATER DISTRICT	217547	06/10/2013	MAY-13 6/10/13	WATER CHARGES		$9,816.35

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: PERRIS, CA					FYTD:	$1,504,961.70
EDDIE GARCIA	217657	06/17/2013	1044545	REFUND MEMORIAL DAY FORTBALL TOURNAMENT		$202.00
Remit to: MORENO VALLEY, CA					FYTD:	$202.00
EDGELANE MOBILE PARK	9661	06/24/2013	MAY 2013	REFUND-UTILITY USER TAX EXEMPTIONS		$15.09
Remit to: LOS ANGELES, CA					FYTD:	$175.59
EGGERSTEN, ANNE	217493	06/03/2013	130601	RETIREE MED JUNE '13		$255.43
Remit to: RANCHO MIRAGE, CA					FYTD:	$3,134.73
ENCO UTILITY SERVICES MORENO VALLEY LLC	9629	06/17/2013	40-221-15	WORK AUTHORIZATION 40-221		$13,360.51
			40-285-02	WORK AUTHORIZATION 40-285-02		
			40-273A-08	WORK AUTHORIZATION 40-273A-08		
			40-284-03	WORK AUTHORIZATION 40-284		
			40-254B-11	ENCO FEES FOR PROFESSIONAL SERVICES - CACTUS/NASON		
			40-287-02	WORK AUTHORIZATION 40-287		
			40-247B-07	WORK AUTHORIZATION 40-247B		
			40-257B-03	WORK AUTHORIZATION 40-257B		
			40-256B-11	ENCO FEES FOR PROFESSIONAL SERVICES - CACTUS/NASON		
			40-280A-01	WORK AUTHORIZATION 40-280A		
Remit to: ANAHEIM, CA					FYTD:	$2,361,112.79
ERICICA JAMES	217526	06/03/2013	1040733	REFUND FOR PICNIC SHELTER		$64.00
Remit to: MORENO VALLEY, CA					FYTD:	$64.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
ESGIL CORPORATION	9474	06/03/2013	04133387	PLAN CHECK SVCS-B&S-APR13		$1,297.50
Remit to: SAN DIEGO, CA					FYTD:	$5,160.07
ESI ACQUISITION, INC.	9630	06/17/2013	INV10271	WEB EOC PROF/MAPR SOFTWARE SUPPRT-TECH SVCS		$8,800.00
Remit to: AUGUSTA, GA					FYTD:	$8,800.00
ESQUIVEK GUILLERMO	217659	06/17/2013	1047398	REFUND FOR SOCCER MEETING 23724		$100.00
Remit to: HEMET, CA					FYTD:	$100.00
EVANS ENGRAVING & AWARDS	9579	06/10/2013	50713-2	EMPLOYEE RETIREMENT PLAQUES-PARK MAINT		$151.20
			41813-9	PLANNING COMMISSIONER NAME PLATES		
			52113-21	PLANNING COMMISSIONER PLAQUE		
			82813-25	SERVICE AWARDS-EMPLOYEE OF THE QTR		
Remit to: MORENO VALLEY, CA					FYTD:	$2,886.92
EXCEL LANDSCAPE, INC	217614	06/17/2013	76763	LANDSCAPE MAINT-NPDES WQCB-ADDL WORK		$17,580.64
			76766	LANDSCAPE MAINT-ZONE E-7 ADDL WORK		
			76765	LANDSCAPE MAINT-ZONE E-7 ADDL WORK		
			76764	LANDSCAPE MAINT-ZONE E-7 ADDL WORK		
			76820	LANDSCAPE MAINT-NPDES WQCB-MAY13		
			76813	LANDSCAPE MAINT-ZONE E-7-MAY13		
			76488	LANDSCAPE MAINT-WQCB		
Remit to: CORONA, CA					FYTD:	$119,253.28
FAITH HANG	217660	06/17/2013	1036168	REFUND JUNIOR TENNIS		$79.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$79.00
FEENSTRA, JOHN	9499	06/03/2013	130601	RETIREE MED JUNE '13		$361.25
Remit to: REDLANDS, CA					FYTD:	$3,973.75
FIRST AMERICAN CORE LOGIC, INC.	9475	06/03/2013	80846172	ACCESS TO REALQUEST ONLINE IMAGING		$300.00
Remit to: SANTA ANA, CA					FYTD:	$7,680.00
FIRST AMERICAN CORE LOGIC, INC.	217461	06/03/2013	80846174	ACCESS TO REALQUEST ONLINE IMAGING		$340.00
Remit to: DALLAS, TX					FYTD:	$7,680.00
FIRST CAL INDUSTRIAL LLC	217678	06/17/2013	CK#210484	REISSUE UNCLAIMED CK#210484 DTD 12/5/11		$4,702.20
Remit to: EL SEGUNDO, CA					FYTD:	$4,702.20
FIRST CHOICE SERVICES	9476	06/03/2013	524835	EMPLOYEE PAID COFFEE SVC-TS ANNEX		$107.01
Remit to: ONTARIO, CA					FYTD:	$8,771.03
FIRST CHOICE SERVICES	9580	06/10/2013	524849	EMPLOYEE PAID COFFEE SVC-CITY HALL		$181.01
Remit to: ONTARIO, CA					FYTD:	$8,771.03
FIRST CHOICE SERVICES	9631	06/17/2013	526275	EMPLOYEE PAID COFFEE SVC-CITY HALL		$433.81
			526272	EMPLOYEE PAID COFFEE SVC-CITY HALL		
			525800	EMPLOYEE PAID COFFEE SVC-CITY HALL		
Remit to: ONTARIO, CA					FYTD:	$8,771.03
FIRST CHOICE SERVICES	9664	06/24/2013	526264	EMPLOYEE PAID COFFEE SVC-CITY YARD		$77.28

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: ONTARIO, CA					FYTD:	$8,771.03
FIRST INDUSTRIAL, LP	217601	06/10/2013	CFD#7-IA2	REFUND-CFD#7-IMPROVEMENT AREA #2 TRUST ACCT. CLOSED		$2,550.50
Remit to: EL SEGUNDO, CA					FYTD:	$2,550.50
FIRST INDUSTRIAL, LP	217679	06/17/2013	CK#210485	REISSUE UNCLAIMED CK#210485 DTD 12/5/11		$4,684.20
Remit to: EL SEGUNDO, CA					FYTD:	$4,684.20
FOSTER, NANCY A.	9500	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: GRASS VALLEY, CA					FYTD:	$3,506.03
FOSTER, ZACHARY F.	9501	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: GRASS VALLEY, CA					FYTD:	$2,868.57
FR/CAL MORENO VALLEY, LLC	217589	06/10/2013	B1001939	REFUND-UNUSED DEPOSIT-T&M PROJ-NANDINA DIST. CTR & PLAN CK FEES		$12,090.28
Remit to: LOS ANGELES, CA					FYTD:	$12,090.28
FRANCHISE TAX BOARD	217462	06/03/2013	2013-00000107	1015 - GARNISHMENT - CREDITOR %*		$311.03
Remit to: SACRAMENTO, CA					FYTD:	$7,844.68
FRANCHISE TAX BOARD	217615	06/17/2013	2013-00000112	1015 - GARNISHMENT - CREDITOR %		$290.00
Remit to: SACRAMENTO, CA					FYTD:	$7,844.68
G/M BUSINESS INTERIORS, INC.	217463	06/03/2013	0094211-IN	ANNEX 1 RECONFIGURATON-FURNITURE PARTS		$4,987.52
Remit to: RIVERSIDE, CA					FYTD:	$224,259.55
G/M BUSINESS INTERIORS, INC.	217548	06/10/2013	0093512-IN	DELIVER/SETUP OF RENTAL FURNITURE AT ANNEX 4		$21,936.98

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$224,259.55
GABRIELA CERVANTES	217650	06/17/2013	P13-035	REFUND-CANCELLED PLANNING APPLICATION		$666.40
Remit to: MORENO VALLEY, CA					FYTD:	$666.40
GALLS INC., INLAND UNIFORM	9665	06/24/2013	317365	UNIFORMS-PARK RANGERS		$729.97
Remit to: PASADENA, CA					FYTD:	$5,763.20
GARDNER COMPANY, INC.	217464	06/03/2013	1854	HVAC PREVENTIVE MAINT-LIBRARY-2ND QTR		$1,375.00
Remit to: MURRIETA, CA					FYTD:	$5,620.79
GENERAL SECURITY SERVICES, INC.	9477	06/03/2013	173935	SECURITY SVCS-CITY HALL 5/13-5/16/13		$429.52
			173937	SECURITY SVCS-LIBRARY 5/18/13		
Remit to: WILMINGTON, CA					FYTD:	$53,863.33
GENERAL SECURITY SERVICES, INC.	9581	06/10/2013	173924	SECURITY SVCS-SENIOR CTR RENTALS-5/18/13		$1,576.19
			173996	SECURITY SVCS-CRC 5/20-5/23/13		
			173999	SECURITY SVCS-LIBRARY-5/25/13		
			173980	SECURITY SVCS-TOWNGATE-5/25/13		
			173995	SECURITY SVCS-CITY HALL 5/20-5/23/13		
			173998	SECURITY SVCS-SENIOR CTR RENTALS-5/19/13		
			173921	SECURITY SVCS-TOWNGATE-5/18/13		
			174035	SECURITY SVCS-CRC SPECIAL EVENTS 5/24/13		
			173936	SECURITY SVCS-CRC 5/13-5/16/13		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: WILMINGTON, CA					FYTD:	$53,863.33
GENERAL SECURITY SERVICES, INC.	9632	06/17/2013	174060	SECURITY SVCS-LIBRARY 6/1/13		$813.02
			174042	SECURITY SVCS-TOWNGATE-6/1/13		
			173997	SECURITY SVCS-MVU 5/20-5/23/13		
			174059	SECURITY SVCS-CITY HALL 5/28-5/30/13		
			174097	SECURITY SVCS-CRC SPECIAL EVENTS 6/1/13		
Remit to: WILMINGTON, CA					FYTD:	$53,863.33
GENERAL SECURITY SERVICES, INC.	9666	06/24/2013	174147	SECURITY SVCS-LIBRARY 6/6/13 & 6/8/13		$552.24
			174145	SECURITY SVCS-CITY HALL 6/3-6/6/13		
Remit to: WILMINGTON, CA					FYTD:	$53,863.33
GEO PLASTICS, INC.	217549	06/10/2013	64844	DRAINER CONTAINERS 11 QT		$9,999.04
Remit to: LOS ANGELES, CA					FYTD:	$14,995.83
GIBBS, GIDEN, LOCHER,TURNER, SENET & WITTBRODT LLP	9478	06/03/2013	219346-005	LEGAL SERVICES - CITYWIDE SIDEWALKS (GOLDEN STATE CONSTRUCTORS)		$1,535.76
			219816-001	LEGAL SERVICES-GENERAL		
Remit to: LOS ANGELES, CA					FYTD:	$245,815.09
GIBBS, GIDEN, LOCHER,TURNER, SENET & WITTBRODT LLP	9667	06/24/2013	219816-005	LEGAL SERVICES - SR-60/NASON		$3,550.69
			219816-002	LEGAL SERVICES - SUNNYMEAD (EXCEL)		
Remit to: LOS ANGELES, CA					FYTD:	$245,815.09

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GLOBAL POWER GROUP, INC.	9583	06/10/2013	28941	CONSTRUCTION CONTRACT - EOC GENERATOR		$14,434.03
Remit to: LAKESIDE, CA					FYTD:	$329,918.95
GLOBALSTAR USA, LLC	217703	06/24/2013	1000000004038454	MOBILE SATELLITE TELEPHONE SERVICE FOR PD MCC		$653.75
Remit to: LOS ANGELES, CA					FYTD:	$653.75
GONZALES, DOMILENA R.	9502	06/03/2013	130601	RETIREE MED MAY '13, PD JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
GRAVES & KING, LLP	217550	06/10/2013	1304-0009442	LEGAL SERVICES-MV1261		$7,529.23
			1304-0009459	LEGAL SERVICES-MV1329		
Remit to: RIVERSIDE, CA					FYTD:	$12,612.13
GRESHAM SAVAGE NOLAN & TILDEN	217551	06/10/2013	264791	LEGAL SERVICES-MAR13		$4,417.53
			266197	LEGAL SERVICES-APR13		
Remit to: SAN BERNARDINO, CA					FYTD:	$16,237.79
GRIFFIN, MARLENE C	9503	06/03/2013	130601	RETIREE MED JUNE '13		$255.43
Remit to: GREEN VALLEY, AZ					FYTD:	$3,126.23
GRUBE, PATTY	217515	06/03/2013	4/24/13 MILEAGE	MILEAGE REIMBURSEMENT - NUTRITION EDUCATION PARTNERSHIP FORUM		$33.90
Remit to: MORENO VALLEY, CA					FYTD:	$280.21
GRUBER POWER SERVICES	217607	06/10/2013	139804	UPS POWER SYSTEM-ANNUAL MAINTENANCE		$5,474.00
Remit to: PHOENIX, AZ					FYTD:	$5,474.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
GUILLAN, REBECCA S.	9504	06/03/2013	130601	RETIREE MED MAY '13, PD JUNE '13		$297.39
Remit to: ADVANCE, NC					FYTD:	$3,126.85
GUTIERREZ, ROBERT	9505	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: LA VERNE, CA					FYTD:	$3,506.03
HAMLIN, WILLIAM R.	9506	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: BEAUMONT, CA					FYTD:	$3,506.03
HANES, MARTIN D.	9507	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
HARDING, JOHN	217495	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: BANNING, CA					FYTD:	$3,506.03
HATFIELD, CHARLES	9508	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: LAS VEGAS, NV					FYTD:	$3,506.03
HDL COREN & CONE	217465	06/03/2013	0019214-IN	CONTRACT SVCS-PROPERTY TAX - APR-JUN13		$4,387.50
Remit to: DIAMOND BAR, CA					FYTD:	$20,635.16
HDL COREN & CONE	217704	06/24/2013	0018744-IN	CONTRACT SVCS-PROPERTY TAX - OCT-DEC 2012		$8,775.00
			0018957-IN	CONTRACT SVCS-PROPERTY TAX - JAN-MAR 2013		
Remit to: DIAMOND BAR, CA					FYTD:	$20,635.16
HDR ENGINEERING, INC.	217552	06/10/2013	72311-B	CONSULTING SERVICES, ENGINEERING - CACTUS/NASON		$3,944.75

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: IRVINE, CA					FYTD:	$10,723.34
HDR ENGINEERING, INC.	217616	06/17/2013	79424-B	CONSULTING SERVICES, ENGINEERING - CACTUS/NASON		$2,865.28
Remit to: IRVINE, CA					FYTD:	$10,723.34
HEFFLEY, ROSS W.	9509	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: HEMET, CA					FYTD:	$3,506.03
HERRICK, ROBERT D.	217497	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
HIGHLAND FAIRVIEW	217530	06/03/2013	T&M PA07-0091	REFUND-TIME & MATERIALS EXCESS DEPOSIT-CLOSED ACCT		$950.68
Remit to: MORENO VALLEY, CA					FYTD:	$950.68
HILLTOP GEOTECHNICAL, INC.	9633	06/17/2013	14047	PHASE I ENVIRONMENTAL ASSESSMENT		$2,700.00
Remit to: SAN BERNARDINO, CA					FYTD:	$18,588.50
HOGARD, JOHN T.	9510	06/03/2013	130601	RETIREE MED JAN-MAR '13, PD JUNE '13		$300.00
Remit to: CORONA, CA					FYTD:	$1,600.00
HOLLY LOGUE	217662	06/17/2013	R13-060652	AS REFUND-RABIES & S/N DEPOSITS		$95.00
Remit to: LOS ANGELES, CA					FYTD:	$95.00
HOLT, ANITRA N	217498	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: CLERMONT, FL					FYTD:	$1,593.65
HONDA YAMAHA OF REDLANDS	9584	06/10/2013	18588	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		$715.48

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: REDLANDS, CA					FYTD:	$25,074.11
HOUSER, EDITH E.	217499	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
HUNTER ESQUIBEL	217654	06/17/2013	1036169	REFUND ELECTRIC GUITAR AND BASS		$52.00
Remit to: MORENO VALLEY, CA					FYTD:	$52.00
ICMA RETIREMENT CORP	9612	06/14/2013	2013-00000115	8030 - DEF COMP 457 - ICMA		$15,791.11
Remit to: BALTIMORE, MD					FYTD:	$263,127.46
ICMA RETIREMENT CORP	9698	06/28/2013	2013-00000131	8030 - DEF COMP 457 - ICMA		$15,791.11
Remit to: BALTIMORE, MD					FYTD:	$263,127.46
ICR DOORS	9585	06/10/2013	648	REPAIRS TO ANNEX 1 ROLL UP DOORS		$1,787.00
Remit to: UPLAND, CA					FYTD:	$8,828.97
IES COMMERCIAL, INC	9668	06/24/2013	99099	ANNEX 1 MVU-LOBBY DOOR ELECTRIFIED HARDWARE		$2,679.84
Remit to: TEMPE, AZ					FYTD:	$22,949.06
IL SORRENTO MOBILE PARK	217553	06/10/2013	APRIL 2013	REFUND-UUT FOR EXEMPT RESIDENTS		$79.65
Remit to: MORENO VALLEY, CA					FYTD:	$1,232.36
INLAND EMPIRE MAGAZINE	217554	06/10/2013	INV33992	AD PLACEMENT FOR BALLROOM AT CRC-JUN13 ISSUE		$895.00
Remit to: RIVERSIDE, CA					FYTD:	$5,385.00
INSIDE PLANTS, INC.	217617	06/17/2013	47142	INDOOR PLANT MAINT-CRC-JUN13		$320.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: CORONA, CA					FYTD:	$3,840.00
ISG INFRASYS	217705	06/24/2013	38419	REPAIR THERMAL IMAGING CAMERA-FS#91		$537.59
Remit to: LAWRENCEVILLE, GA					FYTD:	$1,695.36
J D H CONTRACTING	9479	06/03/2013	052913-01	DOOR INSTALLATION AT CITY HALL		$3,362.00
Remit to: RIVERSIDE, CA					FYTD:	$143,761.90
J D H CONTRACTING	9586	06/10/2013	042913-02	INSTALL ADA DRINKING FOUNTAIN AT WESTON PARK		$6,967.00
			042913-01	INSTALL DRINKING FOUNTAIN AT JFK PARK		
			053113-01	CONSTRUCTION REPAIRS-WESTON PARK		
Remit to: RIVERSIDE, CA					FYTD:	$143,761.90
J D H CONTRACTING	9669	06/24/2013	060513-01	CONSTRUCTION REPAIRS-WESTON PARK		$2,110.00
			051013-02	INDEPENDANT CONTRACTOR - MORRISON PARK FS		
Remit to: RIVERSIDE, CA					FYTD:	$143,761.90
JACK HENRY & ASSOCIATES	217618	06/17/2013	1438257	PROFIT STARS MONTHLY SERVICE FEES		$306.15
Remit to: MONETT, MO					FYTD:	$3,364.45
JACQUELINE ALLEE	217673	06/17/2013	MV2120106023	REFUND-CITATION OVERPAYMENT		$288.00
Remit to: RIVERSIDE, CA					FYTD:	$288.00
JESSICA GARRARD	217590	06/10/2013	R13-061890	AS REFUND-TRAP		$50.00
Remit to: MORENO VALLEY , CA					FYTD:	$50.00
JOEY HARDIE	217681	06/17/2013	MV3120619002	REFUND-CITATION OVERPAYMENT		$115.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$115.00
JOHN W. STRICKLER	9550	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: SAN BERNARDINO, CA					FYTD:	$3,187.30
JOHNNY TAN	217671	06/17/2013	R13-062801	AS REFUND-TRAP DEPOSIT		$50.00
Remit to: MORENO VALLEY , CA					FYTD:	$50.00
JONES III, JOSEPH	217516	06/03/2013	3/14/13-4/30/13	MILEAGE REIMBURSEMENT		$199.45
			1/2/13-3/12/13	MILEAGE REIMBURSEMENT		
Remit to: FONTANA, CA					FYTD:	$448.10
JONES, SUSAN	9511	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
JORRY KEITH	217517	06/03/2013	MAY-2013	INSTRUCTOR SVCS-COMIC BOOK CREATION CLASS		$144.00
Remit to: FONTANA, CA					FYTD:	$1,303.20
JORRY KEITH	217739	06/24/2013	JUN-2013	INSTRUCTOR SVCS-COMIC BOOK CREATION CLASS		$175.20
Remit to: FONTANA, CA					FYTD:	$1,303.20
JOSE RODRIGUEZ	217527	06/03/2013	ACCT 7008963-03	SOLAR INCENTIVE REBATE		$9,954.00
Remit to: MORENO VALLEY, CA					FYTD:	$9,954.00
JOYCE NELSON	217595	06/10/2013	R13-062474	AS REFUND-SPAY/NEUTER DEPOSIT		$75.00
Remit to: YORBA LINDA , CA					FYTD:	$75.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
JUDY NGA KWAN	217661	06/17/2013	RCT#0329424	REFUND-CANCELLED CERT CLASS		$15.00
Remit to: CORONA , CA					FYTD:	$15.00
KATRINA DENSON	217677	06/17/2013	MV2120508024	REFUND-CITATION OVERPAYMENT		$107.00
Remit to: MORENO VALLEY, CA					FYTD:	$107.00
KELLY BRINTLE	217675	06/17/2013	MV2111223046	REFUND-CITATION OVERPAYMENT		$115.00
Remit to: SHAFTER, CA					FYTD:	$115.00
KELLY ROSE	217597	06/10/2013	R13-062065	AS REFUND-ADOPT,VACS,CHIP,LICENSE		$82.00
Remit to: MORENO VALLEY, CA					FYTD:	$82.00
KEN'S TREE SERVICE	217591	06/10/2013	BL#03661-YR2013	REFUND OF OVERPAYMENT FOR B/L#03661		$72.00
Remit to: LAKEVIEW, CA					FYTD:	$72.00
KEPLER, JANELLE	9670	06/24/2013	JUN-2013	INSTRUCTOR SVCS-CHEERLEADING CLASS		$512.40
Remit to: RIVERSIDE, CA					FYTD:	$5,706.40
KING, PATRICIA A.	217500	06/03/2013	130601	RETIREE MED JUNE '13		$210.74
Remit to: LAS VEGAS, NV					FYTD:	$2,621.64
KOLB, CHARLES E.	9512	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
KOLLAR, KYLE	9513	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
KUPSAK, STEVE	9514	06/03/2013	130601	RETIREE MED APR '13, PD JUNE '13		$318.73
Remit to: CEDAR GLEN, CA					FYTD:	$3,506.03
KYLE, GARY M.	9515	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: PRESCOTT VALLEY, AZ					FYTD:	$3,506.03
KYONJO GANIBE	217655	06/17/2013	1036072	REFUND FOR ENGLISH AS A SECOND LANGUAGE		$112.00
Remit to: MORENO VALLEY, CA					FYTD:	$112.00
LA FOLLETTE, JOHNSON, DE HAAS, FESLER & AMES	217466	06/03/2013	273044	LEGAL SERVICES-RE: M. ESCOBAR		$126.00
Remit to: LOS ANGELES, CA					FYTD:	$89,066.05
LAFATA, JOSEPHINE	9516	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
LATITUDE GEOGRAPHICS	217706	06/24/2013	201300500	GIS SOFTWARE & SERVICES-M5 (FINAL)		$19,863.97
Remit to: VICTORIA, BC					FYTD:	$103,272.90
LAWYERS TITLE INC	217619	06/17/2013	00647419	PRELIMINARY REPORT PACKAGE - NORTHEAST FS		$550.00
Remit to: NEWPORT BEACH, CA					FYTD:	$239,862.50
LEIVAS, INC. DBA. LEIVAS LIGHTING	9635	06/17/2013	236158	LANDSCAPE LIGHTING INSPECTION-ZONE E7-MAY13		$25.00
Remit to: RIVERSIDE, CA					FYTD:	$5,787.64
LEWIS BRISBOIS BISGAARD & SMITH LLP	217620	06/17/2013	1183478	LEGAL SERVICES-CASE#RIC533180		$10,285.94

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: LOS ANGELES, CA					FYTD:	$18,294.73
LEWIS, CAROLYN S.	9517	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MIDLAND, TX					FYTD:	$3,506.03
LEXISNEXIS PRACTICE MGMT.	9636	06/17/2013	1305081469	ONLINE RESEARCH TOOLS-MAY13		$1,180.00
Remit to: LOS ANGELES, CA					FYTD:	$14,760.00
LIEBERT, CASSIDY, WHITMORE	217621	06/17/2013	164584	LEGAL SERVICES/MO140-00001		$3,575.00
			164585	LEGAL SERVICES/MO140-00011		
			05222013	WORKSHOP REGISTRATION-4/11/13		
Remit to: LOS ANGELES, CA					FYTD:	$30,514.82
LINDA SCHESCHY	217528	06/03/2013	ACCT 7013550-02	SOLAR INCENTIVE REBATE		$14,000.00
Remit to: MORENO VALLEY, CA					FYTD:	$14,000.00
LINDO, HERMINA G.	9518	06/03/2013	130601	RETIREE MED APRIL '13 TRI&MED, PD JUNE '13		$127.34
Remit to: TITUSVILLE, FL					FYTD:	$1,890.56
LOGAN, CHARLES	9519	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: LAS VEGAS, NV					FYTD:	$3,506.03
LONGDYKE, DENNIS	9520	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: BEAUMONT, CA					FYTD:	$3,506.03
LORENA CASAS	217649	06/17/2013	1047604	REFUND AKAI KEMPO		$47.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$47.00
LORIE NATZIC	217664	06/17/2013	R13-058867	AS REFUND-S/N DEPOSIT		$75.00
Remit to: MURRIETA, CA					FYTD:	$75.00
LOS ANGELES COUNTY AUDITOR CONTROLLER	217707	06/24/2013	13ME0332	GSR KITS ANALYZED		$1,068.00
Remit to: LOS ANGELES, CA					FYTD:	$1,068.00
LUMLEY, ROBERT C.	9521	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
MAGNUM BREEZE II, INC/WOODCREST VEH CTR	9671	06/24/2013	12882	INSTALLATION OF INSULATION IN SET SURVEILLANCE VEHICLE		$2,895.72
Remit to: RIVERSIDE, CA					FYTD:	$2,895.72
MALCOLM SMITH MOTORCYCLES, INC.	9587	06/10/2013	100061659	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		$2,471.30
			100061654	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		
Remit to: RIVERSIDE, CA					FYTD:	$40,348.45
MALCOLM SMITH MOTORCYCLES, INC.	9672	06/24/2013	100065569	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		$1,053.00
Remit to: RIVERSIDE, CA					FYTD:	$40,348.45
MARCH JOINT POWERS AUTHORITY	217555	06/10/2013	0027758	GAS CHARGES-BLDG 938-APR13		$5.37
			0027754	GAS CHARGES-BLDG 823-APR13		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$75.99
MARGARET BRIGGS	217585	06/10/2013	1045055	REFUNDS FOR RENTALS		$781.50
Remit to: MORENO VALLEY, CA					FYTD:	$781.50
MARICRUZ BERNABE	217674	06/17/2013	MV3120810003	REFUND-CITATION OVERPAYMENT		$65.00
Remit to: MORENO VALLEY, CA					FYTD:	$65.00
MARINA LANDSCAPE, INC	9673	06/24/2013	8216051300	LANDSCAPE MAINT-ZONE E-1/E-1A-MAY13		$5,733.34
Remit to: ANAHEIM, CA					FYTD:	$92,398.64
MARIO MORENO	217593	06/10/2013	R13-062227	AS REFUND-ADOPT,VACCINES,MICROCHIP		$67.00
Remit to: MENIFEE, CA					FYTD:	$67.00
MARTIN & CHAPMAN CO.	217622	06/17/2013	2013073	CONSULTING FEES INCLUDING ELECTION MANUAL		$512.05
Remit to: ANAHEIM, CA					FYTD:	$512.05
MATHIS, NOLAN	9522	06/03/2013	130601	RETIREE MED APR '13, PD JUNE '13		$298.20
Remit to: JACKSON, KY					FYTD:	$3,151.40
MATT/LISSETTE TERRILL	217598	06/10/2013	R13-060183	AS REFUND-SPAY/NEUTER DEPOSIT		$75.00
Remit to: MORENO VALLEY, CA					FYTD:	$75.00
MATTHEW HINOTE	217525	06/03/2013	7011276-04	SOLAR INCENTIVE REBATE		$14,000.00
Remit to: MORENO VALLEY, CA					FYTD:	$14,000.00
MAXINOSKI, SUE A.	9523	06/03/2013	130601	RETIREE MED JUNE '13		$318.73

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: AVINGER, TX					FYTD:	$3,506.03
MEEKS, DANIEL	9674	06/24/2013	060613	SPORTS OFFICIATING SERVICES		$120.00
			060213	SPORTS OFFICIATING SERVICES		
Remit to: PERRIS, CA					FYTD:	$1,540.00
MERCHANTS LANDSCAPE SERVICES INC	9675	06/24/2013	40294	LANDSCAPE LIGHTING MAINT-ZONE E3-ADDL WORK-MAY13		$19,208.76
			40117	LANDSCAPE MAINT-ZONE E8, E14, E15 & E12-MAY13		
			40293	LANDSCAPE MAINT-ZONE E12-ADDL WORK-MAY13		
			40118	LANDSCAPE LIGHTING MAINT-ZONE E3 & E3A-MAY13		
Remit to: Santa Ana, CA					FYTD:	$232,852.89
MESSIN, LOUIS	9524	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: BULLHEAD CITY, AZ					FYTD:	$3,506.03
METZ, RANDALL	217740	06/24/2013	SPRING 2013	TUITION REIMBURSEMENT		$1,500.00
Remit to: ARCADIA, CA					FYTD:	$2,111.50
MILES, ROBERT	9525	06/03/2013	130601	RETIREE MED JUNE '13		$146.32
Remit to: MORENO VALLEY, CA					FYTD:	$2,007.87
MINARD, MARK E.	9526	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: REDLANDS, CA					FYTD:	$3,506.03
MISTRETTA, ARTHUR	217623	06/17/2013	041813	SPORTS OFFICIATING SERVICES-SOFTBALL		$60.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$960.00
MOLLICA, MIKE	9527	06/03/2013	130601	RETIREE MED JUNE '13		$401.42
Remit to: DUNNELLON, FL					FYTD:	$4,415.62
MONTGOMERY PLUMBING INC	217467	06/03/2013	052113	PLUMBING SVCS-ANIMAL SHELTER		$852.50
			052013	REPLACED TWO FAUCETS-SENIOR CTR		
Remit to: MORENO VALLEY, CA					FYTD:	$16,551.25
MONTGOMERY PLUMBING INC	217556	06/10/2013	052213	PLUMBING SVCS-ANIMAL SHELTER		$375.00
Remit to: MORENO VALLEY, CA					FYTD:	$16,551.25
MORA, PATRICIA A.	9528	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
MORENO VALLEY CHAMBER OF COMMERCE	217518	06/03/2013	3731	WAKE-UP MEETING ATTENDANCE-5/22/13		$45.00
Remit to: MORENO VALLEY, CA					FYTD:	$20,615.00
MORENO VALLEY CITY EMPLOYEES ASSOC.	9618	06/14/2013	2013-00000123	8710 - MVCEA EMPLOYEE DUES*		$1,369.00
Remit to: MORENO VALLEY, CA					FYTD:	$36,185.00
MORENO VALLEY CITY EMPLOYEES ASSOC.	9699	06/28/2013	2013-00000132	8710 - MVCEA EMPLOYEE DUES		$1,369.00
Remit to: MORENO VALLEY, CA					FYTD:	$36,185.00
MORENO VALLEY GATEWAY, LLC	9638	06/17/2013	2177	LEASE-SUITES 5-9/ESA ANNEX-JUL13		$17,142.59

MV00212692

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
MORENO VALLEY GATEWAY, LLC	9638	06/17/2013	2175	LEASE-FACILITIES ANNEX-JUL13		$17,142.59
			2176	LEASE-T/S ANNEX-JUL13		
Remit to: SAN JUAN CAPISTRANO, CA					FYTD:	$205,711.08
MORGAN, LISA A.	9529	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MENTONE, CA					FYTD:	$3,506.03
MOTOPORT USA	217708	06/24/2013	140424	NEW MOTOR UNIFORMS-PD		$7,877.52
Remit to: SAN MARCOS, CA					FYTD:	$11,529.68
MTGL, INC	9676	06/24/2013	0047042	CONSULTING SERVICES, GEOTECHNICAL - CITYWIDE PAVEMENT		$4,305.00
			0045054	CONSULTING SERVICES, GEOTECHNICAL - CITYWIDE PAVEMENT		
			0045055	CONSULTING SERVICES, GEOTECHNICAL - ALESSANDRO BLVD. IMP		
Remit to: ANAHEIM, CA					FYTD:	$21,920.00
MVBFSA	217594	06/10/2013	MVBFSA 1038029	REFUNDS FOR RENTALS		$500.00
Remit to: MORENO VALLEY, CA					FYTD:	$500.00
NATIONWIDE RETIREMENT SOLUTIONS CP	9613	06/14/2013	2013-00000117	8020 - DEF COMP PST - NATIONWIDE		$2,825.88
Remit to: COLUMBUS, OH					FYTD:	$737,316.85
NATIONWIDE RETIREMENT SOLUTIONS CP	9702	06/28/2013	2013-00000135	8020 - DEF COMP PST - NATIONWIDE		$2,576.96
Remit to: COLUMBUS, OH					FYTD:	$737,316.85
NAVARRETTE, RALPH	9530	06/03/2013	130601	RETIREE MED JUNE '13		$146.32

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$2,007.87
NAVCO NETWORKS & SECURITY	9588	06/10/2013	340504	REPAIR OF DVR LOCATED IN PATROL SGT. OFFICE		$578.05
Remit to: ANAHEIM, CA					FYTD:	$2,279.89
NELSON, ROBERT	9531	06/03/2013	130601	RETIREE MED JUNE '13		$255.43
Remit to: ONTARIO, CA					FYTD:	$3,134.73
NELSON, RUTH L.	9532	06/03/2013	130601	RETIREE MED JUNE '13		$173.37
Remit to: PERRIS, CA					FYTD:	$1,869.27
NEUSTAEDTER, CRAIG S	217501	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: IRVINE, CA					FYTD:	$3,506.03
NEW WORLD SYSTEMS, CORP	9639	06/17/2013	027805	LOGOS SOFTWARE ESCROW ANNUAL FEE		$1,102.00
Remit to: TROY, MI					FYTD:	$223,074.71
NEXUS IS, INC.	9640	06/17/2013	JC630051	CISCO 6500 48-PORT 10/100/1000 RJ45 MODULE		$18,948.02
			JC629919	CISCO FIREWALL FOR PD SURVEILLANCE AND TMS		
Remit to: VALENCIA, CA					FYTD:	$116,750.54
NIEBURGER, JUDITH A.	217502	06/03/2013	130601	RETIREE MED JUNE '13		$401.42
Remit to: MORENO VALLEY, CA					FYTD:	$4,415.62
NIELSEN LLC, CLARITAS	217557	06/10/2013	2090530	ANNUAL RENEWAL FOR SITEREPORTS.COM 5/20/13 - 5/19/14		$3,090.00
Remit to: CHARLOTTE, NC					FYTD:	$3,090.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
NINYO & MOORE GEOTECHNICAL	9677	06/24/2013	173138	CONSULTING SERVICES, GEOTECHNICAL - SR-60/MB PH I	$14,968.32
			172245	CONSULTING SERVICES, GEOTECHNICAL - SIP KENTLAND, WILSON, KINNY	
Remit to: SAN DIEGO, CA				FYTD:	$122,870.57
NUBIA FLORES	217524	06/03/2013	1043626	REFUND FOR TOWNGATE DEPOSIT	$200.00
Remit to: MORENO VALLEY, CA				FYTD:	$200.00
OLIVIER PRUD'HOMME	217644	06/17/2013	306 a	SOULSOMATIK BAND-6/21/13 CONCERT AT TOWNGATE PARK	$1,200.00
Remit to: STUDIO CITY, CA				FYTD:	$1,500.00
OVERLAND PACIFIC & CUTLER, INC.	9589	06/10/2013	1303239	RELOCATION SERVICES-MYERS AVE. PROJECT	$520.00
Remit to: LONG BEACH, CA				FYTD:	$57,235.75
PACIFIC SAFETY CENTER	9641	06/17/2013	431	ANNUAL MEMBERSHIP RENEWAL-SAFETY TRAINING PROGRAM	$3,670.00
			69709	HAZWOPER 8 HOUR & TRAFFIC CTRL & FLAGGER SAFETY CLASSES-APRIL'13	
Remit to: SAN DIEGO, CA				FYTD:	$5,620.00
PAINTING BY ZEB BODE	9480	06/03/2013	132305	CITY HALL 2ND FLOOR RENOVATION WORK-PAINT, PATCH, SAND WALLS	$8,890.50
			132804 a	PAINTING OF 2 ONE THOUSAND GAL. ABOVE GROUND FUEL STORAGE TANKS	
Remit to: NORCO, CA				FYTD:	$56,003.50
PAINTING BY ZEB BODE	9590	06/10/2013	132405	TOUCH UP PAINTING AT TOWNGATE COMMUNITY CENTER	$650.00
Remit to: NORCO, CA				FYTD:	$56,003.50

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
PAINTING BY ZEB BODE	9642	06/17/2013	130611	PAINTING AT CITY HALL-ACCENT COLOR IN ARCH WAYS		$800.00
Remit to: NORCO, CA					FYTD:	$56,003.50
PARSONS TRANSPORTATION GROUP, INC.	9693	06/27/2013	1306A245	ENGINEERING SERVCIES - SR-60/NASON OC		$375.55
Remit to: IRVINE, CA					FYTD:	$1,198,847.37
PATTERSON, ALFREY	217503	06/03/2013	130601	RETIREE MED JUNE '13		$146.32
Remit to: MORENO VALLEY, CA					FYTD:	$2,007.87
PEDLEY SQUARE VETERINARY CLINIC	9591	06/10/2013	APR-2013	VETERINARY SERVICES FOR MV ANIMAL SHELTER		$8,898.00
Remit to: RIVERSIDE, CA					FYTD:	$76,176.25
PERRY, NORMA	9533	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: LOCKEFORD, CA					FYTD:	$3,506.03
PERS LONG TERM CARE PROGRAM	217468	06/03/2013	2013-00000092	4720 - PERS LONG TERM CARE		$458.63
Remit to: PASADENA, CA					FYTD:	$11,465.75
PERS LONG TERM CARE PROGRAM	217625	06/17/2013	2013-00000113	4720 - PERS LONG TERM CARE		$458.63
Remit to: PASADENA, CA					FYTD:	$11,465.75
PERS RETIREMENT	9565	06/06/2013	P130510a	PERS RETIREMENT - CLASSIC		$9,342.18
Remit to: SACRAMENTO, CA					FYTD:	$6,282,891.10
PERS RETIREMENT	9566	06/06/2013	P130510b	PERS RETIREMENT - PEPRA		$2,481.21

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: SACRAMENTO, CA					FYTD:	$6,282,891.10
PERS RETIREMENT	9696	06/21/2013	P130524a	PERS RETIREMENT - CLASSIC		$8,086.47
Remit to: SACRAMENTO, CA					FYTD:	$6,282,891.10
PERS RETIREMENT	9697	06/21/2013	P130524b	PERS RETIREMENT - PEPRA		$3,537.01
Remit to: SACRAMENTO, CA					FYTD:	$6,282,891.10
PERS RETIREMENT	9855	06/30/2013	P130607a	PERS RETIREMENT - CLASSIC		$7,761.22
Remit to: SACRAMENTO, CA					FYTD:	$6,282,891.10
PERS RETIREMENT	9856	06/30/2013	P130607b	PERS RETIREMENT - PEPRA		$3,545.98
Remit to: SACRAMENTO, CA					FYTD:	$6,282,891.10
PLUMMER, TED	217742	06/24/2013	101	SOUND SYSTEMS FOR JULY 4, 2013 PARADE		$650.00
Remit to: MORENO VALLEY, CA					FYTD:	$650.00
POUNDS, NANCY	9534	06/03/2013	130601	RETIREE MED MAY '13, PD JUNE '13		$318.73
Remit to: BOISE, ID					FYTD:	$3,187.30
POWELL CONSTRUCTORS, INC.	9621	06/10/2013	W130603	RETENTION RELEASE PER ESCROW AGREEMENT		$22,773.70
Remit to: FONTANA, CA					FYTD:	$4,212,952.02
PRICE, GEORGE E.	9535	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
PROQUEST CSA	217470	06/03/2013	US10003693	RENEWAL OF SIRS DATABASES FOR 2013 FOR THE LIBRARY		$2,505.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: CHIGAGO, IL					FYTD:	$2,505.00
PSOMAS	217710	06/24/2013	89197	CONSULTING SERVICES, SURVEY - SR-60/NASON OC		$24,152.36
Remit to: SANTA ANA, CA					FYTD:	$137,850.77
PTM GENERAL ENGINEERING SERVICES, INC.	217711	06/24/2013	043013121	CONSTRUCTION CONTRACT RELEASE OF RETENTION		$8,903.82
Remit to: RIVERSIDE, CA					FYTD:	$178,076.33
PULLIAM, TRENT D.	9536	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MISSION VIEJO, CA					FYTD:	$3,506.03
QUALITY BOOKS, INC.	217558	06/10/2013	170974	CHILREN'S SPANISH BOOKS FOR THE LIBRARY-BACKORDER		$35.86
Remit to: OREGON, IL					FYTD:	$667.32
RAIMI & ASSOCIATES, INC	217606	06/10/2013	13-640	HIGHWAY 60 CORRIDOR STUDY (PA13-0003)		$12,992.50
Remit to: BERKELEY, CA					FYTD:	$12,992.50
RAY SIKES	217670	06/17/2013	1047208	REFUND ADULT SOFTBALL LEAGUE		$477.00
Remit to: MORENO VALLEY, CA					FYTD:	$477.00
RAY-RAMIREZ, DARCY L.	217504	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: RIVERSIDE, CA					FYTD:	$3,506.03
RBF CONSULTING, INC.	9481	06/03/2013	12090507	CONSULTING SERVICES, ENGINEERING - ALESSANDRO MEDIAN		$1,340.30
Remit to: IRVINE, CA					FYTD:	$93,079.63
RBF CONSULTING, INC.	9679	06/24/2013	848276	CONSULTING SERVICES, ENGINEERING - CACTUS/NASON		$1,202.95

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: IRVINE, CA					FYTD:	$93,079.63
REBECCA CHIAVETTA	217586	06/10/2013	R13-062323	AS REFUND-MICROCHIP REFUND		$16.00
Remit to: MORENO VALLEY, CA					FYTD:	$16.00
RECORDED BOOKS	217471	06/03/2013	74610825	AUDIOBOOK FOR LIBRARY CIRCULATION		$165.92
			74597566	AUDIOBOOK FOR LIBRARY CIRCULATION		
			74596066	AUDIOBOOK FOR LIBRARY CIRCULATION		
			74596063	AUDIOBOOK FOR LIBRARY CIRCULATION		
Remit to: BALTIMORE, MD					FYTD:	$1,010.25
RECORDED BOOKS	217559	06/10/2013	74712133	AUDIOBOOKS FOR LIBRARY CIRCULATION		$344.15
			74601537	AUDIOBOOK FOR LIBRARY CIRCULATION		
			74691400	AUDIOBOOKS FOR LIBRARY CIRCULATION		
			74692919	SALES TAX ON EAR BUDS FOR AUDIOBOOKS		
			74708625	AUDIOBOOK FOR LIBRARY CIRCULATION		
			74596279	AUDIOBOOK REPLACEMENT CDS FOR LIBRARY		
Remit to: BALTIMORE, MD					FYTD:	$1,010.25
RENE ALVAREZ	217646	06/17/2013	B130000	REFUND-80% BUILDING PERMIT FEE		$515.75
Remit to: RIVERSIDE, CA					FYTD:	$515.75
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	9643	06/17/2013	10991173	LINENS RENTAL FOR CRC		$106.70
			10986000	LINENS RENTAL FOR CRC & SPECIAL EVENTS		
Remit to: LOS ANGELES, CA					FYTD:	$1,777.13

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
RHA LANDSCAPE ARCHITECTS-PLANNERS	217626	06/17/2013	0513013	SHADOW MOUNTAIN PARK RAMP MODIFICATION DESIGN PROJ-REIMB EXPENSE	$1,846.70
			0513012	SHADOW MOUNTAIN PARK RAMP MODIFICATION DESIGN SERVICES	
Remit to: RIVERSIDE, CA				FYTD:	$5,276.70
RHONDA MAUTNER	217663	06/17/2013	R13-061610	AS REFUND-ADOPT,VACCINES,CHIP,LIC,RABIES DEP	$102.00
Remit to: MORENO VALLEY, CA				FYTD:	$102.00
RICK ENGINEERING COMPANY	9644	06/17/2013	0031497	CONSULTING SERVICES, SURVEY - SIP KENTLAND WILSON KINNY	$1,080.00
Remit to: RIVERSIDE, CA				FYTD:	$197,576.96
RICK HARTMANN	217496	06/03/2013	130601	RETIREE MED JUNE '13	$318.73
Remit to: SAN DIMAS, CA				FYTD:	$2,868.57
RIDGE MORENO VALLEY, LLC	217602	06/10/2013	CFD#4-INFRA	REFUND-CFD#4-INFRASTRUCTURE TRUST ACCT. CLOSED	$1,194.50
Remit to: LONG BEACH, CA				FYTD:	$1,194.50
RIGHTWAY SITE SERVICES, INC.	217714	06/24/2013	724609	PORTABLE RESTROOMS-EQUESTRIAN CENTER	$381.30
			724608	PORTABLE RESTROOM-COTTONWOOD GOLF COURSE	
Remit to: LAKE ELSINORE, CA				FYTD:	$6,053.81
RIVERSIDE COUNTY DEPARTMENT OF HEALTH	217627	06/17/2013	HS0000004109	RABIES TESTS-ANIMAL SVCS	$100.00
Remit to: RIVERSIDE, CA				FYTD:	$1,656.00
RIVERSIDE COUNTY FIRE DEPARTMENT	217472	06/03/2013	231574	CONSTRUCTION SUPPORT COSTS - FIRE STATION #99	$3,378.19

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: PERRIS, CA					FYTD:	$6,757.77
RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT)	217473	06/03/2013	9990023000-1304	800-MHZ RADIO MONTHLY LEASE		$189.90
Remit to: RIVERSIDE, CA					FYTD:	$25,373.87
RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT)	217715	06/24/2013	SR315577	MATERIAL FOR MVPD - MONITOR ROOM		$1,503.90
Remit to: RIVERSIDE, CA					FYTD:	$25,373.87
RIVERSIDE COUNTY SHERIFF CIVIL DIVISION-WEST	217474	06/03/2013	2013-00000093	1015 - GARNISHMENT - CREDITOR %		$156.56
Remit to: RIVERSIDE, CA					FYTD:	$6,192.38
RLZ ENGINEERING	9593	06/10/2013	513	CONSULTING SERVICES, PROJECT MANAGEMENT		$11,475.00
Remit to: CORONA, CA					FYTD:	$17,287.50
ROCHA, SARA L.	9537	06/03/2013	130601	RETIREE MED MAR-MAY '13 & JUNE-AUG '13 MEDI, PD JUNE '13		$814.20
Remit to: QUEEN CREEK, AZ					FYTD:	$3,031.30
RODRIGO DELGADILLO	217653	06/17/2013	7009561-05	SOLAR INCENTIVE REBATE		$11,191.50
Remit to: MORENO VALLEY, CA					FYTD:	$11,191.50
ROGER WOLFSON	217600	06/10/2013	R13-062182	AS REFUND- RABIES & S/N DEPOSITS		$95.00
Remit to: LOS ANGELES, CA					FYTD:	$95.00
ROGERS, EUGENE	9538	06/03/2013	130601	RETIREE MED JUNE '13		$318.73

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: PEBBLE BEACH, CA					FYTD:	$3,506.03
ROSEEN, ROBERT	217582	06/10/2013	SPRING 2013	TUITION REIMBURSEMENT		$1,500.00
Remit to: REDLANDS, CA					FYTD:	$1,677.50
ROSEEN, ROBERT	217583	06/10/2013	4/9-4/11/13	TRAVEL PER DIEM - NAB 2013 SHOW/COUNCIL EQUIP UPGRADE RESEARCH		$177.50
Remit to: REDLANDS, CA					FYTD:	$1,677.50
ROSENOW SPEVACEK GROUP (RSG, INC.)	217560	06/10/2013	0029076	ELIGIBILITY REVIEW - ARANA		$325.00
Remit to: SANTA ANA, CA					FYTD:	$13,873.98
ROSENOW SPEVACEK GROUP (RSG, INC.)	217628	06/17/2013	0028998	NSP ELIGIBILITY REVIEW SERVICES		$490.00
Remit to: SANTA ANA, CA					FYTD:	$13,873.98
ROSS, DAVID T.	9539	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
ROSSON, LOUIS A.	9540	06/03/2013	130601a	RETIREE MED APR-MAY '13, PD JUNE '13		$366.37
			130601	RETIREE MED JUNE '13		
Remit to: PERRIS, CA					FYTD:	$3,116.21
RUSSO, JOHN	9541	06/03/2013	130601	RETIREE MED JUNE '13		$146.32
Remit to: RANCHO MIRAGE, CA					FYTD:	$2,007.87
RUTH ROBLEDO	217667	06/17/2013	R13-060181	AS REFUND-S/N DEPOSIT		$75.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$75.00
RYMAX ELECTRIC, INC.	217603	06/10/2013	3434	REPAIR SPORTS LIGHTS AND REPLACE LAMPS AT MORRISON PARK		$5,117.57
Remit to: UPLAND, CA					FYTD:	$9,967.57
SAFEWAY SIGN CO.	9482	06/03/2013	94027	TRAFFIC SIGNS, POSTS, HARDWARE		$3,072.82
Remit to: ADELANTO, CA					FYTD:	$23,214.45
SALVATION ARMY	217561	06/10/2013	2013-01	CDBG PROGRAM REIMB. FOR FOOD PANTRY PROGRAM		$6,366.00
Remit to: MORENO VALLEY, CA					FYTD:	$11,366.00
SARAH ORTIZ	217596	06/10/2013	R13-061851	AS REFUND-ADOPT,VACCINES,MICROCHIP		$67.00
Remit to: MENIFEE, CA					FYTD:	$67.00
SCHIEFELBEIN, LORI C.	217505	06/03/2013	130601	RETIREE MED MAY '13, PD JUNE '13		$318.73
Remit to: BULLHEAD CITY, AZ					FYTD:	$17,819.78
SCHIEFELBEIN, LORI C.	217629	06/17/2013	MAY 2013	CONSULTANT SVCS-ROTATIONAL TOW PROGRAM		$948.75
Remit to: BULLHEAD CITY, AZ					FYTD:	$17,819.78
SCHUMAN, MICHAEL	9542	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: RIVERSIDE, CA					FYTD:	$3,506.03
SCOTT FAZEKAS & ASSOCIATES, INC	217475	06/03/2013	16653	PLAN CHECK SERVICES FOR BLDG & SAFETY DEPT.		$9,770.67
			16692	PLAN CHECK SERVICES FOR BLDG & SAFETY DEPT.		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: IRVINE, CA					FYTD:	$13,818.67
SECRETARY OF STATE - STMT OF INFO UNIT	217519	06/03/2013	NOTARY EXAM	NOTARY PUBLIC EXAM FEE FOR KARYN KIEFER		$40.00
Remit to: SACRAMENTO, CA					FYTD:	$100.00
SECTRAN SECURITY, INC	217716	06/24/2013	13060637 - ENT	ARMORED TRANSPORT SERVICES-MV UTILITY		$477.00
			13060637 - PR	ARMORED TRANSPORT SERVICES-PARKS & COMM. SVCS		
			13060637 - CH	ARMORED TRANSPORT SERVICES-CITY HALL		
Remit to: LOS ANGELES, CA					FYTD:	$5,724.00
SHARRETT, SHARON K.	9543	06/03/2013	130601	RETIREE MED JUNE '13		$173.37
Remit to: ONTARIO, CA					FYTD:	$1,869.27
SHEANIA COLEMAN	217651	06/17/2013	1045041	REFUND FOR SUMMER YOUTH BASKETBALL		$70.00
Remit to: MORENO VALLEY, CA					FYTD:	$70.00
SHELDON, STUART H.	217506	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MURRIETA, CA					FYTD:	$3,506.03
SHELL OIL CO.	217476	06/03/2013	065159196305	FUEL PURCHASE-M&O TREE CREW		$19.52
Remit to: COLUMBUS, OH					FYTD:	$22,333.75
SHELL OIL CO.	217562	06/10/2013	090043845305	FUEL PURCHASES-SPEC. DISTRICTS STAFF		$80.00
Remit to: COLUMBUS, OH					FYTD:	$22,333.75
SHELL OIL CO.	217717	06/24/2013	065124489306	FUEL PURCHASES-PD MOTORCYCLES		$1,821.17

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: COLUMBUS, OH					FYTD:	$22,333.75
SHERRY BROWN	217532	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$318.73
SKY PUBLISHING	217563	06/10/2013	13_4_105	1/2 PAGE SHOP MOVAL ADVERTISEMENT/JUNE 27-29 ISSUE		$857.00
Remit to: MORENO VALLEY, CA					FYTD:	$62,056.00
SKY PUBLISHING	217630	06/17/2013	13_4_107	YOUR VILLA MAGAZINE 1/2 PAGE AD - USED OIL RECYCLING LOCATIONS		$1,680.00
			13_4_106	YOUR VILLA MAGAZINE 1/2 PAGE AD - BOTTLES AND CANS RECYCLING		
Remit to: MORENO VALLEY, CA					FYTD:	$62,056.00
SLAGERMAN, SUSAN A.	9544	06/03/2013	130601	RETIREE MED APRIL-MAY '13, PD JUNE '13		$637.46
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
SLOVER, JASON	217520	06/03/2013	6/10-6/13/13	TRAVEL PER DIEM FOR DRUG IMPAIRED DRIVER TRAINING COURSE		$130.00
Remit to: MORENO VALLEY, CA					FYTD:	$130.00
SMITH, MARIA A.	9545	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
SOCO GROUP, INC	9646	06/17/2013	696240	FUEL FOR CITY VEHICLES & EQUIPMENT		$7,109.52
Remit to: PERRIS, CA					FYTD:	$373,580.48
SOPHIA BOBADILLA	217523	06/03/2013	1043620	REFUND FOR TOWNGATE DEPOSIT		$200.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$200.00
SOUTH COAST AIR QUALITY MGMT DISTRICT	217631	06/17/2013	2595892	AQMD "HOT SPOTS" PROGRAM FEE-CITY HALL (07/2012-06/2013)		$233.22
			2610787	AQMD "HOT SPOTS" PROGRAM FEE-FIRE ST. #99 (07/2012-06/2013)		
Remit to: DIAMOND BAR, CA					FYTD:	$4,229.37
SOUTH COAST AIR QUALITY MGMT DISTRICT	217718	06/24/2013	2610828	AQMD "HOT SPOTS" PROGRAM FEE-CRC (07/2012-06/2013)		$116.61
Remit to: DIAMOND BAR, CA					FYTD:	$4,229.37
SOUTHERN CALIFORNIA EDISON 1	217478	06/03/2013	MAY-13 6/3/13	ELECTRICITY		$6,111.56
Remit to: ROSEMEAD, CA					FYTD:	$3,146,869.57
SOUTHERN CALIFORNIA EDISON 1	217564	06/10/2013	MAY-13 6/10/13	ELECTRICITY		$5,461.06
Remit to: ROSEMEAD, CA					FYTD:	$3,146,869.57
SOUTHERN CALIFORNIA GAS CO.	217633	06/17/2013	MAY-2013	GAS CHARGES		$4,154.72
Remit to: MONTEREY PARK, CA					FYTD:	$63,301.51
SPARKLETTS	217634	06/17/2013	7364596 060213	BOTTLED WATER/SVC-CREEKSIDE ELEMENTARY "A CHILD'S PLACE"		$44.31
			7363683 060213	BOTTLED WATER/SVC-ARMADA ELEMENTARY "A CHILD'S PLACE"		
			7364551 052313	BOTTLED WATER/SVC-SUNNYMEAD ELEMENTARY "A CHILD'S PLACE"		
Remit to: DALLAS, TX					FYTD:	$1,141.36
SPARKLETTS	217720	06/24/2013	7387294 060713	BOTTLED WATER/SVC-COTTONWOOD GOLF COURSE		$5.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: DALLAS, TX					FYTD:	$1,141.36
SPECK, GARY B.	9546	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
SPENCER, MARTHA	9547	06/03/2013	130601	RETIREE MED JUNE '13		$146.32
Remit to: MORENO VALLEY, CA					FYTD:	$2,007.87
SPRINT	9595	06/10/2013	634235346-033	CELLULAR PHONE SVC FOR PD SET		$631.15
			417544340-078	CELLULAR PHONE SVC FOR PD GTF		
Remit to: CAROL STREAM, IL					FYTD:	$9,348.89
SPRINT	217721	06/24/2013	LCI-171257	CELLULAR TECH EXTRACTION & LOCATOR SVCS		$30.00
Remit to: KANSAS CITY, MO					FYTD:	$9,348.89
STANDARD INSURANCE CO	217521	06/03/2013	130601	SUPPLEMENTAL INSURANCE		$1,916.13
Remit to: PORTLAND, OR					FYTD:	$376,006.03
STANLEY CONVERGENT SECURITY SOLUTNS, INC	9596	06/10/2013	10113674	ALARM SYSTEM MONITORING SVCS-TS ANNEX		$1,049.91
			10106339	ALARM SYSTEM MONITORING SVCS-ANNEX 1 BLDG (FIRE ALARM)		
			10137617	ALARM SYSTEM MONITORING SVCS-ANNEX 1 BLDG (BURGLAR ALARM)		
Remit to: PALATINE, IL					FYTD:	$49,613.89
STATE BOARD OF EQUALIZATION	9847	06/20/2013	053113	SALES & USE TAX 5/1/13 TO 6/15/13		$2,540.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: SACRAMENTO, CA					FYTD:	$26,069.12
STATE DISBURSEMENT UNIT	9614	06/14/2013	2013-00000118	1005 - GARNISHMENT - CHILD SUPPORT*		$2,091.06
Remit to: WEST SACRAMENTO, CA					FYTD:	$57,287.98
STATE DISBURSEMENT UNIT	9701	06/28/2013	2013-00000134	1005 - GARNISHMENT - CHILD SUPPORT*		$2,192.67
Remit to: WEST SACRAMENTO, CA					FYTD:	$57,287.98
STATE OF CALIF. DEPT OF TRANSPORTATION	217750	06/27/2013	EA 32301	EQUIPMENT FOR TRAFFIC SIGNAL - SR-60/MB		$1,299.49
Remit to: SAN BERNARDINO, CA					FYTD:	$21,299.49
STATE OF CALIFORNIA DEPT. OF JUSTICE	217566	06/10/2013	920419	FINGERPRINTING SVCS FOR VOLUNTEERS		$608.00
			904800	FINGERPRINTING SVCS FOR VOLUNTEERS		
			889585	FINGERPRINTING SVCS FOR VOLUNTEERS		
Remit to: SACRAMENTO, CA					FYTD:	$36,729.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	217635	06/17/2013	968398 (HR)	FINGERPRINTING SVCS-HR DEPT/EMPLOYMENT RELATED		$640.00
Remit to: SACRAMENTO, CA					FYTD:	$36,729.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	217722	06/24/2013	973220	FINGERPRINTING SVCS-PD		$1,619.00
			968398 (ERF)	FINGERPRINTING SVCS-VOLUNTEER SVCS/ERF		
Remit to: SACRAMENTO, CA					FYTD:	$36,729.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	217723	06/24/2013	968398 (C. PTRL)	FINGERPRINTING SVCS-CITZ. PATROL VOLUNTEERS		$128.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: SACRAMENTO, CA					FYTD:	$36,729.00
STENO SOLUTIONS TRANSCRIPTION SVCS., IN	9682	06/24/2013	42534	TRANSCRIPTION SERVICES FOR PD		$3,486.72
			42550	TRANSCRIPTION SERVICES FOR PD		
Remit to: CORONA, CA					FYTD:	$31,583.68
STEVE SALAIZ	217743	06/24/2013	JUN-2013	INSTRUCTOR SVCS-TAE KWON DO CLASS		$39.00
Remit to: MIRA LOMA, CA					FYTD:	$273.00
STEWART, CLIFFORD	9548	06/03/2013	130601	RETIREE MED JUNE '13		$210.74
Remit to: GLENDALE, AZ					FYTD:	$2,621.64
STILES ANIMAL REMOVAL, INC.	217567	06/10/2013	101548	LARGE ANIMAL CARCASS REMOVAL		$150.00
Remit to: GUASTI, CA					FYTD:	$900.00
STK ARCHITECTURE, INC.	9484	06/03/2013	19770	ANNEX 1 REDESIGN & RENOVATION PROJECT REIMBURSABLES		$1,468.69
Remit to: TEMECULA, CA					FYTD:	$243,599.28
STK ARCHITECTURE, INC.	9648	06/17/2013	19774	CONSULTING SERVICES, DESIGN - CITY 2ND LEVEL		$12,977.71
			19772	CONSULTING SERVICES, DESIGN - CITY HALL 2ND LEVEL		
			19737	CONSULTING SERVICES, DESIGN - CITY HALL 2ND LEVEL		
			19771	CONSULTING SERVICES, DESIGN - CITY HALL 2ND LEVEL		
Remit to: TEMECULA, CA					FYTD:	$243,599.28
STK ARCHITECTURE, INC.	9683	06/24/2013	19803	CONSULTING SERVICES, DESIGN - CITY HALL 2ND LEVEL		$10,070.96
			19717	CONSULTING SERVICES, DESIGN - FS NO. 6 STORAGE		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
STK ARCHITECTURE, INC.	9683	06/24/2013	19718	CONSULTING SERVICES, DESIGN - FS NO. 6 STORAGE		$10,070.96
			19775	CONSULTING SERVICES, DESIGN - FS NO. 6 STORAGE		
			19805	CONSULTING SERVICES, DESIGN - CITY HALL 2ND LEVEL		
			19804	CONSULTING SERVICES, DESIGN - CITY HALL 2ND LEVEL		
			19776	CONSULTING SERVICES, DESIGN - FS NO. 6 STORAGE		
Remit to: TEMECULA, CA					FYTD:	$243,599.28
STRADLING, YOCCA, CARLSON & RAUTH	9684	06/24/2013	280110-0032	LEGAL SERVICES		$2,744.48
			280109-0031	LEGAL SERVICES		
Remit to: NEWPORT BEACH, CA					FYTD:	$106,063.91
STREICH, TERRY L.	9549	06/03/2013	130601	RETIREE MED VSP JUNE '13, PD JUNE '13		$30.33
Remit to: MORENO VALLEY, CA					FYTD:	$2,193.21
STRICKLER ASSOCIATION, THE	9597	06/10/2013	4900	SURPLUS PROPERTY CONSULTING SERVICES		$1,162.50
Remit to: SAN BERNARDINO, CA					FYTD:	$18,314.98
STRICKLER ASSOCIATION, THE	9685	06/24/2013	4800	CONSULTANT SVCS-HABITAT FOR HUMANITY PROJECT		$97.50
Remit to: SAN BERNARDINO, CA					FYTD:	$18,314.98
SUNNYMEAD ACE HARDWARE	217480	06/03/2013	49026	MISC. SUPPLIES FOR FIRE STATION		$34.51
			51426	MISC. SUPPLIES FOR FIRE STATION 48-3 KEYS FOR STATION		
Remit to: MORENO VALLEY, CA					FYTD:	$1,623.03
SUNNYMEAD ACE HARDWARE	217568	06/10/2013	51791	MISC. SUPPLIES FOR PD		$43.13
			51721	MISC. SUPPLIES FOR PD		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$1,623.03
SUNNYMEAD ACE HARDWARE	217724	06/24/2013	51812	MISC. SUPPLIES FOR PD		$28.57
			51801	MISC. SUPPLIES FOR PD		
			51802	MISC. SUPPLIES FOR PD		
Remit to: MORENO VALLEY, CA					FYTD:	$1,623.03
SUNNYMEAD ANIMAL HOSPITAL	217725	06/24/2013	247556	VETERINARY CARE/SVCS FOR PATROL K-9 IVAN		$30.00
Remit to: MORENO VALLEY, CA					FYTD:	$307.50
TAMARA PITMAN	217666	06/17/2013	R13-061543	AS REFUND-RABIES (2) & S/N DEPOSITS		$115.00
Remit to: LOS ANGELES, CA					FYTD:	$115.00
TAX COMPLIANCE SERVICES	217481	06/03/2013	2012-2013 STMT10	UUT AUDIT & CONSULTING SERVICES		$5,000.00
Remit to: THOUSAND OAKS, CA					FYTD:	$55,000.00
TAYLER GRANT	217658	06/17/2013	1047049	REFUND PEE WEE TBALL AND JR TBALL		$132.00
Remit to: MORENO VALLEY, CA					FYTD:	$132.00
TERRI BILTON	217648	06/17/2013	489104	REFUND DOG TRAINING		$77.00
Remit to: MORENO VALLEY, CA					FYTD:	$77.00
THE PENWORTHY COMPANY	9598	06/10/2013	259856	CHILDREN'S BOOKS FOR THE LIBRARY		$398.23
Remit to: MILWAUKEE, WI					FYTD:	$2,179.76
THERMAL COMBUSTION INNOVATORS	217482	06/03/2013	107713	BIOHAZARD MEDICAL WASTE DISPOSAL SVCS FOR ANIMAL SHELTER		$88.03

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: COLTON, CA					FYTD:	$1,033.29
THINK TOGETHER, INC.	217672	06/17/2013	1049032	REFUND FOR TOWNGATE DEPOSIT		$200.00
Remit to: MORENO VALLEY, CA					FYTD:	$200.00
THOMAS/KAYLENE ALVAREZ	217584	06/10/2013	R13-062421	AS REFUND-TRAP DEPOSIT		$50.00
Remit to: MORENO VALLEY, CA					FYTD:	$50.00
THOMPSON COBURN LLP	9485	06/03/2013	2528626	LEGAL SVCS FOR MVU		$33.50
Remit to: WASHINGTON, DC					FYTD:	$7,370.48
TIME WARNER CABLE	217483	06/03/2013	031518001 5/3/13	CABLE TV SERVICE FOR COTTONWOOD GOLF COURSE		$61.90
Remit to: CORONA, CA					FYTD:	$123.80
TIME WARNER CABLE	217636	06/17/2013	031518001 6/1/13	CABLE TV SERVICE FOR COTTONWOOD GOLF COURSE		$61.90
Remit to: PITTSBURGH, PA					FYTD:	$123.80
TIME WARNER CABLE 2	217484	06/03/2013	8448400551506863	CABLE/BROADBAND SERVICE FOR FIRE ST. 58 TRAINING ROOM		$401.46
Remit to: CITY OF INDUSTRY, CA					FYTD:	$602.19
TIME WARNER CABLE 2	217726	06/24/2013	6/5/13 STMT	CABLE/BROADBAND SVC-FIRE ST. 58 TRNG RM-ACCT #8448400551506863		$200.73
Remit to: CITY OF INDUSTRY, CA					FYTD:	$602.19
TIMOTHY BROWN	217746	06/24/2013	00009538	REFUND DUPLICATE PAYMENT		$88.26
Remit to: REDLANDS, CA					FYTD:	$88.26

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
TIMOTHY CARROLL	217580	06/10/2013	4/9-4/11/13	MILEAGE & PER DIEM-NAB 2013 SHOW/COUNCIL EQUIP UPGRADE RESEARCH		$460.00
Remit to: LA HABRA, CA					FYTD:	$460.00
TKE ENGINEERING INC	217637	06/17/2013	2012-261	CONSULTING SERVICES, ENGINEERING - DRACAEA/PERRIS TO PATRICIA		$1,220.00
Remit to: RIVERSIDE, CA					FYTD:	$4,122.50
TMAD TAYLOR & GAINES ENGINEERS	217485	06/03/2013	00077726	GRANT APPLICATION ASSISTANCE - HIGHWAY BRIDGE MAINTENANCE		$10,000.00
Remit to: PASADENA, CA					FYTD:	$48,046.40
TMAD TAYLOR & GAINES ENGINEERS	217727	06/24/2013	00078107	PROFESSIONAL ENGINEERING SERVICES - EOC GENERATOR		$24,446.40
			00080535	PROFESSIONAL ENGINEERING SERVICES - EOC GENERATOR		
			00080501	PROFESSIONAL ENGINEERING SERVICES - CITY HALL EXTERIOR IMP.		
Remit to: PASADENA, CA					FYTD:	$48,046.40
TR DESIGN GROUP, INC.	9599	06/10/2013	1755	ARCHITECTURAL SERVICES-PD BALLISTIC GLASS PROJECT REIMBURSABLES		$6,198.35
			1754	ARCHITECTURAL SERVICES-PD BALLISTIC GLASS PROJECT		
Remit to: RIVERSIDE, CA					FYTD:	$32,317.50
TRICHE, TARA	217744	06/24/2013	JUN-2013	INSTRUCTOR SVCS-DANCE CLASSES		$1,998.00
Remit to: MORENO VALLEY, CA					FYTD:	$26,402.40
TROPICAL PLAZA NURSERY, INC.	9600	06/10/2013	M51866	LANDSCAPE MAINT.-ZONE E-2		$6,101.66

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: VILLA PARK, CA					FYTD:	$119,246.27
TROPICAL PLAZA NURSERY, INC.	9687	06/24/2013	M52028	LANDSCAPE MAINT.-ZONE E-2		$21,080.90
			M51955	ANNUAL WEED ABATEMENT-HIDDEN SPRINGS/ZONE E-2		
			M51972	LANDSCAPE WORK-4' BUFFER ZONE BEHIND HOMES-ZONE E-2/PASEO AREAS		
			M51977	IRRIGATION REPAIRS-ZONE E-2		
Remit to: VILLA PARK, CA					FYTD:	$119,246.27
TROY ALARM INC.	217728	06/24/2013	51411	FIRE ALARM SERVICES - MORRISON PARK FS		$366.00
Remit to: RIVERSIDE, CA					FYTD:	$366.00
TWRITE, INC.	217729	06/24/2013	13-0129	WEBMASTER SERVICES-COMPLEX PROGRAMMING FOR CSD LOOK UP		$14,133.75
			13-0128	WEBMASTER SERVICES-CITY WEBSITE MAINTENANCE		
			13-0127	WEBMASTER SERVICES-CITY WEBSITE MAINTENANCE		
Remit to: RIVERSIDE, CA					FYTD:	$14,133.75
U.S. HEALTHWORKS MEDICAL GROUP	217570	06/10/2013	2271876-CA	EMPLOYMENT DOT/DRUG SCREENING EXAMS		$230.00
			2279278-CA	EMPLOYMENT DOT/DRUG SCREENING EXAMS		
Remit to: LOS ANGELES, CA					FYTD:	$3,844.26
UNDERGROUND SERVICE ALERT	9688	06/24/2013	520130443 d	DIGALERT TICKETS SUBSCRIPTION SERVICE		$439.50
			520130443 a	DIGALERT TICKETS SUBSCRIPTION SERVICE		
			520130443 b	DIGALERT TICKETS SUBSCRIPTION SERVICE		
			520130443 c	DIGALERT TICKETS SUBSCRIPTION SERVICE		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: CORONA, CA					FYTD:	$4,911.00
UNION BANK OF CALIFORNIA 1	217571	06/10/2013	806111	INVESTMENT SAFEKEEPING SERVICES		$291.67
Remit to: SAN DIEGO, CA					FYTD:	$3,242.70
UNITED ROTARY BRUSH CORP	9486	06/03/2013	275423	STREET SWEEPER REPAIR PARTS		$916.38
			275443	STREET SWEEPER BROOM KITS/RECONDITIONING		
Remit to: ESCONDIDO, CA					FYTD:	$36,691.73
UNITED ROTARY BRUSH CORP	9602	06/10/2013	27558	STREET SWEEPER BROOM KITS/RECONDITIONING		$2,746.89
			275540	STREET SWEEPER REPAIR PARTS		
			275543	STREET SWEEPER REPAIR PARTS		
			275572	STREET SWEEPER BROOM KITS/RECONDITIONING & REPAIR PARTS		
Remit to: ESCONDIDO, CA					FYTD:	$36,691.73
UNITED ROTARY BRUSH CORP	9650	06/17/2013	275613	STREET SWEEPER BROOM KITS/RECONDITIONING & REPAIR PARTS		$1,012.30
Remit to: ESCONDIDO, CA					FYTD:	$36,691.73
UNITED WAY OF INLAND VALLEYS	217486	06/03/2013	2013-00000094	8720 - UNITED WAY		$261.00
Remit to: RIVERSIDE, CA					FYTD:	$9,187.00
UNITED WAY OF INLAND VALLEYS	217638	06/17/2013	2013-00000114	8720 - UNITED WAY		$261.00
Remit to: RIVERSIDE, CA					FYTD:	$9,187.00
UNIVAR USA, INC	217572	06/10/2013	RV565913	AG CHEMICALS/FERTILIZER FOR PARKS/CFD #1/CONTRACT AREAS		$4,816.43

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: LOS ANGELES, CA					FYTD:	$16,855.32
URBAN CROSSROADS, INC.	217730	06/24/2013	23917	TUMF NETWORK UPDATE		$6,902.50
			24127	CONSTRUCTION SUPPORT SERVICES - CACTUS/NASON		
			24121	TUMF NETWORK UPDATES		
Remit to: IRVINE, CA					FYTD:	$21,460.00
USA MOBILITY/ARCH WIRELESS	9651	06/17/2013	W6218870F	PAGER SERVICE		$34.68
Remit to: SPRINGFIELD, VA					FYTD:	$435.53
VACATE PEST ELIMINATION COMPANY	9603	06/10/2013	41512	PEST CONTROL SERVICE-CONFERENCE & REC CTR		$1,260.00
			41501	PEST CONTROL SERVICE-TOWNGATE COMM. CTR.		
			41503	PEST CONTROL SERVICE-UTILITY FIELD OFFICE		
			41373	PEST CONTROL SERVICE-FIRE ST. #91		
			41500	PEST CONTROL SERVICE-FIRE ST. #48		
			41505	PEST CONTROL SERVICE-FIRE ST. #6		
			41506	PEST CONTROL SERVICE-LIBRARY		
			41507	PEST CONTROL SERVICE-FIRE ST. #58		
			41502	PEST CONTROL SERVICE-FIRE ST. #99		
			41509	PEST CONTROL SERVICE-FIRE ST. #2		
			41682	PEST CONTROL SERVICE-GOLF COURSE PRO SHOP		
			41683	PEST CONTROL SERVICE-CITY HALL		
			41691	PEST CONTROL SERVICE-MARCH FIELD PARK COMM. CTR.		
			41470	PEST CONTROL SERVICE-FIRE ST. #65		
			41508	PEST CONTROL SERVICE-SENIOR CENTER		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
VACATE PEST ELIMINATION COMPANY	9603	06/10/2013	41692	PEST CONTROL SERVICE-TRANSP. TRAILER		$1,260.00
			41684	PEST CONTROL SERVICE-CITY YARD		
			41690	PEST CONTROL SERVICE-MARCH FIELD BLDG 823		
			41689	PEST CONTROL SERVICE-ANIMAL SHELTER		
			41688	PEST CONTROL SERVICE-ANNEX 1 BLDG		
			41686	PEST CONTROL SERVICE-EOC		
			41685	PEST CONTROL SERVICE-PUBLIC SAFETY BLDG		
Remit to: MORENO VALLEY, CA					FYTD:	$18,485.00
VARIABLE SPEEDS SOLUTIONS INC	9604	06/10/2013	9626	EMERGENCY PUMP REPAIR - TRACT 32625		$2,028.00
			9662	EMERGENCY PUMP REPAIR - ZONE E-14		
Remit to: HUNTINGTON BEACH, CA					FYTD:	$5,543.00
VASQUEZ, CAROL	217507	06/03/2013	130601	RETIREE MED APRIL '13, PD JUNE '13		$318.73
Remit to: RIALTO, CA					FYTD:	$1,593.65
VERIZON	217639	06/17/2013	EQN6913105-13148	BACKBONE COMMUNICATION CHARGES		$1,744.75
Remit to: TRENTON, NJ					FYTD:	$21,102.02
VICTOR MEDICAL CO	217573	06/10/2013	3313687	ANIMAL MEDICAL SUPPLIES/VACCINES		$1,042.76
Remit to: LAKE FOREST, CA					FYTD:	$28,690.51
VIGIL, ERNEST	9551	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
VINCENT, CLARENCE	217508	06/03/2013	130601	RETIREE MED MAY '13, PD JUNE '13		$318.73

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$18,711.79
VISION SERVICE PLAN	9487	06/03/2013	130601	EMPLOYEE VISION INSURANCE		$3,889.20
Remit to: SAN FRANCISCO, CA					FYTD:	$47,025.62
VISTA PAINT CORPORATION	217574	06/10/2013	2013-737815-00	PAINT FOR CITY PARKS		$820.86
			2013-743500-00	PAINT/SUPPLIES FOR EQUESTRIAN CENTER		
Remit to: FULLERTON, CA					FYTD:	$44,805.87
VOYAGER FLEET SYSTEM, INC.	9605	06/10/2013	869211615317	CNG FUEL PURCHASES		$2,348.63
Remit to: HOUSTON, TX					FYTD:	$25,056.67
VOYAGER FLEET SYSTEM, INC.	9652	06/17/2013	869211615321	CNG FUEL PURCHASES		$2,408.13
Remit to: HOUSTON, TX					FYTD:	$25,056.67
VULCAN MATERIALS CO, INC.	217640	06/17/2013	350487	ASPHALTIC MATERIALS		$2,952.42
			365067	ASPHALTIC MATERIALS		
			367578	ASPHALTIC MATERIALS		
			361921	ASPHALTIC MATERIALS		
			354176	ASPHALTIC MATERIALS		
			339264	ASPHALTIC MATERIALS		
			339265	ASPHALTIC MATERIALS		
			350488	ASPHALTIC MATERIALS		
			350486	ASPHALTIC MATERIALS		
			348115	ASPHALTIC MATERIALS		
			345792	ASPHALTIC MATERIALS		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
VULCAN MATERIALS CO, INC.	217640	06/17/2013	345791	ASPHALTIC MATERIALS		$2,952.42
			341543	ASPHALTIC MATERIALS		
			354175	ASPHALTIC MATERIALS		
Remit to: LOS ANGELES, CA					FYTD:	$24,142.46
WAGGONER JR., GLENN C.	9552	06/03/2013	130601	RETIREE MED APRIL '13, PD JUNE '13		$318.73
Remit to: RIVERSIDE, CA					FYTD:	$3,253.13
WAGNER, GARY D.	9553	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
WAGNER, MARIANNE K	9554	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$1,912.38
WAGY, CARYLON	217509	06/03/2013	130601	RETIREE MED MAR-APR '13, PD JUNE '13		$209.80
Remit to: MORENO VALLEY, CA					FYTD:	$2,542.42
WALLER LANSDEN DORTCH & DAVIS LLP	217745	06/24/2013	10503587	LEGAL SERVICES - BOND SAFEGUARD CASE		$602.70
Remit to: NASHVILLE, TN					FYTD:	$602.70
WELLS FARGO CORPORATE	217576	06/10/2013	960138	ANNUAL TRUSTEE FEE-CFD NO. 5 2007 TAX BONDS 5/31/13-5/30/14		$2,000.00
Remit to: MINNEAPOLIS, MN					FYTD:	$8,993,898.70
WEST COAST ARBORISTS, INC.	9653	06/17/2013	88191	TREE TRIMMING SERVICES -VARIOUS LOCATIONS IN THE CITY		$7,980.00
			88192	TREE TRIMMING & REMOVAL SERVICES-PARKS & CONTRACT AREAS		

City of Moreno Valley

Payment Register

For Period 6/1/2013 through 6/30/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: ANAHEIM, CA					FYTD:	$125,370.00
WEST PAYMENT CENTER	217487	06/03/2013	827226635	LEGAL LIBRARY PUBLICATIONS UPDATES		$190.08
Remit to: CAROL STREAM, IL					FYTD:	$14,220.60
WESTERN MUNICIPAL WATER DISTRICT	217731	06/24/2013	23821-018258/MAY	WATER CHARGES-MFPCC BLDG 938		$3,403.48
			24753-018620/MAY	WATER CHARGES-MARB BALLFIELDS		
			23821-018257/MAY	WATER CHARGES-MFPCC LANDSCAPE		
			23866-018292/MAY	WATER CHARGES-SKATE PARK		
Remit to: ARTESIA, CA					FYTD:	$29,281.04
WIBERG, CHRISTOPHER	217510	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: ANAHEIM, CA					FYTD:	$3,506.03
WIELIN, RONALD A.	9555	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: BANNING, CA					FYTD:	$3,506.03
WILLDAN FINANCIAL SERVICES	9689	06/24/2013	010-20899	CSD ZONE B BENEFIT ANALYSIS SERVICES		$7,410.00
			010-20888	CSD ZONE B BENEFIT ANALYSIS SERVICES		
Remit to: TEMECULA, CA					FYTD:	$44,418.00
WILLIAMS, JANE L.	9556	06/03/2013	130601	RETIREE MED APR-MAY '13, PD JUNE '13		$391.88
Remit to: GRAND FORKS, ND					FYTD:	$2,003.84
WILLIS, ROBERT H	217732	06/24/2013	060613	SPORTS OFFICIATING SERVICES-SOFTBALL		$120.00
			060213	SPORTS OFFICIATING SERVICES-SOFTBALL		

MV00212720

City of Moreno Valley

Payment Register

For Period 6/1/2013 through 6/30/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: PERRIS, CA					FYTD:	$2,220.00
WILSON-BEILKE, DENESE	217511	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: GLENDORA, CA					FYTD:	$4,780.95
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.	217578	06/10/2013	6431	SPONSORSHIP OF WRCOG 2013 GENERAL ASSEMBLY & LEADERSHIP ADDRESS		$2,000.00
Remit to: RIVERSIDE, CA					FYTD:	$1,548,207.56
WRCRCA	217641	06/17/2013	MAY-2013 MSHCP	MSHCP FEES COLLECTED FOR MAY 2013		$4,551.93
Remit to: RIVERSIDE, CA					FYTD:	$424,758.06
WURM'S JANITORIAL SERVICES, INC.	9606	06/10/2013	22161	CARPET CLEANING FOR FIRE STATIONS		$2,449.00
Remit to: CORONA, CA					FYTD:	$306,123.06
WURM'S JANITORIAL SERVICES, INC.	9690	06/24/2013	22282	JANITORIAL SVCS-CITY HALL		$23,885.11
			22297	JANITORIAL SVCS-ANNEX 1		
			22296	JANITORIAL SVCS-TOWNGATE COMM. CTR.		
			22294	JANITORIAL SVCS-SUNNYMEAD MIDDLE SCHOOL/ASES (TO 6/7/13)		
			22295	JANITORIAL SVCS-SUNNYMEAD ELEMENTARY FOR "A CHILD'S PLACE"		
			22292	JANITORIAL SVCS-RED MAPLE FOR "A CHILD'S PLACE"		
			22284	JANITORIAL SVCS-CONFERENCE & REC. CTR.		
			22316	SPECIAL CLEANINGS FOR EVENT RENTALS AT CRC		
			22293	JANITORIAL SVCS-SENIOR CENTER		

City of Moreno Valley

Payment Register

For Period 6/1/2013 through 6/30/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
WURM'S JANITORIAL SERVICES, INC.	9690	06/24/2013	22319	OVEN/STOVE CLEANING IN KITCHEN OF CRC GRAND BALLROOM		$23,885.11
			22283	JANITORIAL SVCS-CITY YARD & TRANSP. TRAILER		
			22290	JANITORIAL SVCS-GANG TASK FORCE OFFICE		
			22291	JANITORIAL SVCS-RAINBOW RIDGE FOR "A CHILD'S PLACE"		
			22317	SPECIAL CLEANINGS FOR EVENT RENTALS AT SENIOR CENTER		
			22289	JANITORIAL SVCS-PUBLIC SAFETY BLDG		
			22288	JANITORIAL SVCS-MARCH FIELD PARK COMM. CTR.		
			22285	JANITORIAL SVCS-EOC		
			22287	JANITORIAL SVCS-LIBRARY		
Remit to: CORONA, CA					FYTD:	$306,123.06
XEROX CAPITAL SERVICES, LLC	217488	06/03/2013	068065039	COPIER LEASE/BILLABLE PRINTS FOR GRAPHICS DEPT.		$2,530.79
			067978039	COPIER LEASE/BILLABLE PRINTS FOR PARKS DEPT.		
Remit to: PASADENA, CA					FYTD:	$44,818.60
XEROX CAPITAL SERVICES, LLC	217579	06/10/2013	068368430	COPIER RENTAL/MAINT.-PD		$84.16
Remit to: PASADENA, CA					FYTD:	$44,818.60
XEROX CAPITAL SERVICES, LLC	217733	06/24/2013	068368431	COPIER LEASE/BILLABLE PRINTS FOR PARKS DEPT.		$2,044.71
			068368432	COPIER LEASE FOR PARKS DEPT.		
Remit to: PASADENA, CA					FYTD:	$44,818.60
XYLINA THERRIEN	217685	06/17/2013	MV4111219004	REFUND-CITATION OVERPAYMENT		$58.00
Remit to: MORENO VALLEY, CA					FYTD:	$58.00

MV00212722

City of Moreno Valley

Payment Register

For Period 6/1/2013 through 6/30/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
YAMASHITA, JULIA J.	9557	06/03/2013	130601	RETIREE MED APRIL '13, PD JUNE '13		$146.90
Remit to: LAGUNA WOODS, CA					FYTD:	$1,427.00
ZUMAR INDUSTRIES, INC.	9489	06/03/2013	0144844	SIGN SUPPLIES/3M 2-WAY YELLOW & 1-WAY WHITE RPM		$9,460.80
Remit to: SANTA FE SPRINGS, CA					FYTD:	$10,710.79

TOTAL CHECKS UNDER $25,000	**$1,164,703.75**
GRAND TOTAL	**$22,008,214.83**

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MV00212724

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: August 27, 2013

TITLE: RECEIPT OF QUARTERLY INVESTMENT REPORT – QUARTER ENDED JUNE 30, 2013

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Quarterly Investment Report, in compliance with the City's Investment Policy.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not Applicable

BACKGROUND

California Government Code Sections 53601 and 53646 establish the types of investments allowed, the governing restrictions on these investments, the third-party custodian arrangement for certain investments, and the reporting practices related to the portfolio for local agencies. The City's Investment Policy, adopted on July 9, 2013, is in full compliance with the requirements of both of the above-mentioned Code Sections.

DISCUSSION

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended June 30, 2013. This is the fourth quarterly report submitted for the 2012-13 fiscal year and is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held.

All of the investments contained within the portfolio are in full compliance with the City's Investment Policy and Government Code Section 53601 as to the types of investments allowed. As stated in the attached report, there is more than adequate liquidity within the portfolio for the City to meet its budgeted expenditures over the next six months.

The City has used Chandler Asset Management as its professional portfolio manager since 2010. Chandler uses an active investment management approach. Utilizing an active approach, securities purchased by Chandler on the City's behalf are not necessarily held to maturity but may be actively traded based on market conditions and the City's investment goals. The City's cash flow requirements are evaluated on an ongoing basis, with short-term needs accommodated through the City's pooled investment funds with the State Local Agency Investment Fund (LAIF). LAIF is a pool of public funds managed by the State Treasurer of California, providing 24-hour liquidity while yielding a rate of return approximately equivalent to a one-year treasury bill. With the combined use of a conservative approach to evaluating cash flow needs and LAIF liquidity, the City will not have to liquidate securities at current market rates that are intended to be held for longer-term investment. This is especially important considering that the average maturity of the general portfolio is 2.44 years.

The investments managed by Chandler Asset Management totaled $146,817,918 at par and achieved a Yield to Maturity (YTM) for June 2013 of 1.25%. This compares to a YTM in March 2013 of 1.28% and a YTM in June 2012 of 1.31% In addition, the City maintained $11,652,451 in the State Local Agency Investment Fund Pool (LAIF) with a YTM of .24%.

In accordance with California Government Code Section 53646, the City is properly reporting investments of all bond proceeds and Deferred Compensation Plan funds. These funds are not managed by the City Treasurer as part of the pooled investment program and were not included in the City's investment reports prior to the current legislation. Bond proceeds are held and invested by a Trustee; Deferred Compensation Plan funds are held and invested by the respective plan administrators with the funds also placed in a trust separate from City funds.

FISCAL IMPACT

Current market rates continue to hover at or near all-time lows and based on comments by the Federal Reserve Board we do not expect this to change in the near future. This interest rate environment directly impacts the ability of the portfolio to generate income. The budget for fiscal year 2012-13 projected General Fund investment earnings totaling $2.3 million. Year to date through June 2013 these revenues have totaled $ 2.1 million which is in line with the projections for FY 2013 which were included in the FY 2013-14 budget.

CITY COUNCIL GOALS

Revenue Diversification and Preservation. Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

SUMMARY

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended June 30, 2013. This report is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City's Investment Policy and Government Code Section 53601 as to the types of investments allowed. It is recommended that the City Council receive and file the attached Quarterly Investment Report.

NOTIFICATION

Publication of the agenda

ATTACHMENTS

Attachment 1 - Treasurer's Cash and Investments Report – June 2013
Attachment 2 – Chandler Asset Management Bond Market Review – July 2013

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00212728

CITY OF MORENO VALLEY

Treasurer's Cash and Investments Report

June 2013

General Portfolio	Cost Value	Market Value	Par Value	Average Maturity	Average Yield to Maturity	Average Duration
Bank Accounts	2,172,274	2,172,274	2,172,274			
State of California LAIF Pool	11,652,451	11,652,451	11,652,451	**0.77**	**0.24%**	
Investments	149,572,035	148,649,769	146,817,918	**2.41**	**1.25%**	**2.28**
Total General Portfolio	**163,396,760**	**162,474,494**	**160,642,643**	**Years**		**Years**

Bond Proceeds with Fiscal Agents	Market Value
Construction Funds	2,056,901
Principal & Interest Accounts	642,733
Debt Service Reserve Funds	6,398,041
Custody Accounts	0
Arbitrage Rebate Accounts	0
Other Accounts	241,544
Total Bond Proceeds	**9,339,219**

Deferred Compensation Funds	Market Value as of June 30, 2013
Nationwide	10,713,851
ICMA	4,743,306
Total Deferred Compensation Funds	**15,457,157**
Total Investment Portfolio	**187,270,870**

1. I hereby certify that the investments are in compliance with the investment policy adopted by the City Council. There are no items of non-compliance for this period.
2. The market values for the specific investments in the General Portfolio are provided by the City's investment advisor, Chandler Asset Management.
3. The market value for LAIF is provided by the State Treasurer.
4. The market values for investments held by fiscal agents and the deferred compensation plans are provided by each respective trustee or fiscal agent.
5. The City has the ability to meet its budgeted expenditures for the next six months pending any future action by City Council or any unforeseen catastrophic event.

Richard Teichert
City Treasurer

Portfolio Summary

As of 6/30/2013

PORTFOLIO CHARACTERISTICS

Average Duration	2.28
Average Coupon	1.70 %
Average Purchase YTM	1.25 %
Average Market YTM	0.79 %
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.41 yrs
Average Life	2.33 yrs

ACCOUNT SUMMARY

	Beg. Values as of 5/31/13	End Values as of 6/30/13
Market Value	172,496,458	162,474,494
Accrued Interest	668,916	697,336
Total Market Value	**173,165,375**	**163,171,830**
Income Earned	165,638	172,539
Cont/WD		
Par	169,622,945	160,642,643
Book Value	170,705,588	161,600,328
Cost Value	172,444,997	163,396,760

TOP ISSUERS

Issuer	% Portfolio
Government of United States	17.1 %
Federal Home Loan Mortgage Corp	10.6 %
Federal National Mortgage Assoc	10.1 %
Federal Farm Credit Bank	9.3 %
Federal Home Loan Bank	8.8 %
Local Agency Investment Fund	7.1 %
JP Morgan Chase & Co	2.7 %
Tennessee Valley Authority	2.4 %
	68.1 %

SECTOR ALLOCATION

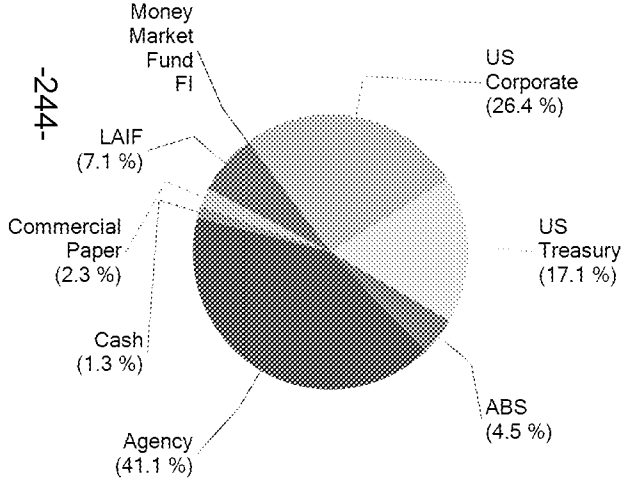

MATURITY DISTRIBUTION

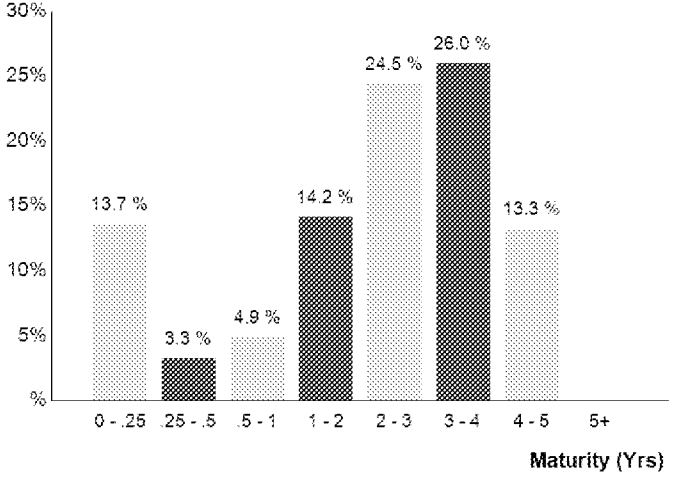

CREDIT QUALITY (S&P)

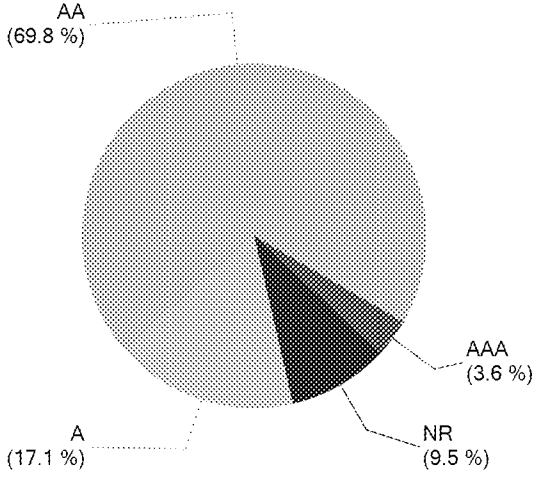

Holdings Report

As of 6/30/13

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
ABS									
47787RAC4	John Deere Owner Trust 2012-B A3 0.53% Due 7/15/2016	1,625,000.00	08/28/2012 0.53 %	1,624,949.79 1,624,960.44	99.70 0.76 %	1,620,108.75 382.78	0.99 % (4,851.69)	Aaa NR	3.04 1.32
89231NAC7	Toyota Auto Receivable 2012-B A3 0.46% Due 7/15/2016	1,620,000.00	09/18/2012 0.46 %	1,619,845.94 1,619,885.45	99.70 0.65 %	1,615,156.20 331.20	0.99 % (4,729.25)	Aaa AAA	3.04 1.60
43814CAC3	Honda Auto Receivables 2013-1 A3 0.48% Due 11/21/2016	2,525,000.00	01/16/2013 0.48 %	2,524,867.44 2,524,887.40	99.51 0.72 %	2,512,602.25 336.67	1.54 % (12,285.15)	NR AAA	3.40 2.05
161571FL3	Chase CHAIT Pool #2012-A5 0.59% Due 8/15/2017	1,680,000.00	03/19/2013 0.59 %	1,680,000.00 1,680,000.00	99.54 0.81 %	1,672,322.40 385.47	1.03 % (7,677.60)	NR AAA	4.13 2.09
Total ABS		**7,450,000.00**	**0.51 %**	**7,449,663.17 7,449,733.29**	**0.73 %**	**7,420,189.60 1,436.12**	**4.55 % (29,543.69)**	**Aaa AAA**	**3.41 1.80**
AGENCY									
880591DW9	Tennessee Valley Authority Note 4.75% Due 8/1/2013	3,750,000.00	03/15/2010 1.90 %	4,097,325.00 3,758,725.34	100.36 0.54 %	3,763,563.75 74,218.75	2.35 % 4,838.41	Aaa AA+	0.09 0.09
31331KET3	FFCB Note 0.98% Due 9/23/2013	1,970,000.00	03/28/2011 1.10 %	1,964,227.90 1,969,466.02	100.19 0.15 %	1,973,766.64 5,255.52	1.21 % 4,300.62	Aaa AA+	0.23 0.23
[illegible]31JQA4	FFCB Note 1.9% Due 6/2/2014	2,850,000.00	06/08/2010 1.96 %	2,843,074.50 2,848,394.09	101.54 0.23 %	2,893,915.65 4,362.08	1.78 % 45,521.56	Aaa AA+	0.92 0.92
[illegible]6FPLV7	FNMA Callable Note 1X 3/24/2011 1.57% Due 9/24/2014	2,025,000.00	09/26/2011 0.65 %	2,080,181.25 2,047,739.53	101.58 0.29 %	2,056,992.98 8,566.31	1.27 % 9,253.45	Aaa AA+	1.24 1.22
3133EADW5	FFCB Note 0.55% Due 8/17/2015	3,450,000.00	04/27/2012 0.60 %	3,444,862.95 3,446,684.81	99.80 0.64 %	3,443,200.05 7,062.92	2.11 % (3,484.76)	Aaa AA+	2.13 2.11
313370JB5	FHLB Note 1.75% Due 9/11/2015	1,200,000.00	08/04/2011 1.15 %	1,228,608.00 1,215,316.17	102.76 0.49 %	1,233,074.40 6,416.67	0.76 % 17,758.23	Aaa AA+	2.20 2.15
3133ECBJ2	FFCB Note 0.43% Due 11/16/2015	3,100,000.00	12/24/2012 0.45 %	3,098,233.00 3,098,544.82	99.55 0.62 %	3,085,907.40 1,666.25	1.89 % (12,637.42)	Aaa AA+	2.38 2.36
31331J6C2	FFCB Note 2.35% Due 12/22/2015	2,000,000.00	03/28/2011 2.27 %	2,007,240.00 2,003,785.40	104.18 0.65 %	2,083,610.00 1,175.00	1.28 % 79,824.60	Aaa AA+	2.48 2.41
3136FPDC8	FNMA Callable Note 1X 3/8/2011 2% Due 3/8/2016	1,765,000.00	08/24/2011 1.22 %	1,825,645.40 1,800,904.13	103.54 0.67 %	1,827,466.88 11,080.28	1.13 % 26,562.75	Aaa AA+	2.69 2.61
313372YS7	FHLB Note 2.45% Due 3/30/2016	2,150,000.00	07/07/2011 1.87 %	2,206,631.00 2,182,889.92	104.68 0.73 %	2,250,609.25 13,315.07	1.39 % 67,719.33	Aaa AA+	2.75 2.65
3137EACT4	FHLMC Note 2.5% Due 5/27/2016	1,200,000.00	06/14/2011 1.86 %	1,235,992.80 1,221,145.27	105.01 0.76 %	1,260,102.00 2,833.33	0.77 % 38,956.73	Aaa AA+	2.91 2.81
[illegible]73SZ6	FHLB Note 2.125% Due 6/10/2016	3,350,000.00	Various 1.42 %	3,456,779.50 3,416,586.72	104.01 0.75 %	3,484,217.75 4,152.61	2.14 % 67,631.03	Aaa AA+	2.95 2.86
[illegible]EACW7	FHLMC Note 2% Due 8/25/2016	3,475,000.00	09/14/2011 1.19 %	3,610,316.50 3,561,239.92	103.60 0.84 %	3,600,065.25 24,325.00	2.22 % 38,825.33	Aaa AA+	3.16 3.04
[illegible]G0ES8	FNMA Note 1.375% Due 11/15/2016	2,900,000.00	01/24/2012 1.17 %	2,927,196.20 2,919,117.97	101.37 0.96 %	2,939,863.40 5,095.14	1.80 % 20,745.43	Aaa AA+	3.38 3.29

City of Moreno Valley
Treasurer's Cash and Investments Report

Holdings Report

As of 6/30/13

P	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
NCY									
G0GY3	FNMA Note 1.25% Due 1/30/2017	3,425,000.00	02/09/2012 1.10 %	3,449,368.88 3,442,604.23	100.61 1.08 %	3,445,961.00 17,957.47	2.12 % 3,356.77	Aaa AA+	3.59 3.48
787M7	FHLB Note 1.05% Due 2/27/2017	1,720,000.00	02/27/2012 1.03 %	1,721,582.40 1,721,158.64	99.22 1.27 %	1,706,649.36 6,220.67	1.05 % (14,509.28)	Aaa AA+	3.67 3.56
3135G0UY7	FNMA Callable Note 1X 02/27/15 1% Due 2/27/2017	1,500,000.00	04/23/2013 0.48 %	1,514,250.00 1,512,812.31	99.53 1.13 %	1,492,981.50 5,166.67	0.92 % (19,830.81)	Aaa AA+	3.67 3.57
3137EADC0	FHLMC Note 1% Due 3/8/2017	3,490,000.00	03/14/2012 1.29 %	3,441,314.50 3,453,974.34	99.51 1.14 %	3,472,899.00 10,954.72	2.14 % 18,924.66	Aaa AA+	3.69 3.60
313378WF4	FHLB Note 1.125% Due 3/10/2017	3,435,000.00	04/24/2012 1.05 %	3,447,228.60 3,444,260.76	99.96 1.14 %	3,433,708.44 11,915.16	2.11 % (10,552.32)	Aaa AA+	3.70 3.60
3133782N0	FHLB Note 0.875% Due 3/10/2017	1,310,000.00	03/13/2013 0.70 %	1,318,894.90 1,318,235.11	99.06 1.14 %	1,297,700.41 3,534.27	0.80 % (20,534.70)	Aaa AA+	3.70 3.61
3137EADF3	FHLMC Note 1.25% Due 5/12/2017	3,300,000.00	05/29/2012 1.06 %	3,330,600.90 3,323,881.57	100.14 1.21 %	3,304,610.10 5,614.58	2.03 % (19,271.47)	Aaa AA+	3.87 3.76
313379VE6	FHLB Note 1.01% Due 6/19/2017	915,000.00	07/26/2012 0.82 %	923,363.10 921,777.48	98.90 1.30 %	904,923.11 308.05	0.55 % (16,854.37)	Aaa AA+	3.97 3.87
3137EADH9	FHLMC Note 1% Due 6/29/2017	3,150,000.00	Various 0.85 %	3,171,475.20 3,167,849.16	99.10 1.23 %	3,121,741.36 175.00	1.91 % (46,107.80)	Aaa AA+	4.00 3.90
3EAY28	FFCB Note 0.83% Due 9/21/2017	1,645,000.00	09/18/2012 0.83 %	1,645,000.00 1,645,000.00	97.73 1.38 %	1,607,712.79 3,792.64	0.99 % (37,287.21)	Aaa AA+	4.23 4.12
3137EADL0	FHLMC Note 1% Due 9/29/2017	1,050,000.00	10/25/2012 0.92 %	1,053,983.70 1,053,442.18	98.81 1.29 %	1,037,503.95 2,683.33	0.64 % (15,938.23)	Aaa AA+	4.25 4.13
3135G0RT2	FNMA Note 0.875% Due 12/20/2017	1,850,000.00	02/22/2013 0.93 %	1,845,264.00 1,845,603.25	97.42 1.47 %	1,802,223.75 494.62	1.10 % (43,379.50)	Aaa AA+	4.48 4.36
3137EADN6	FHLMC Note 0.75% Due 1/12/2018	1,500,000.00	05/10/2013 0.88 %	1,491,378.00 1,491,625.79	96.82 1.48 %	1,452,312.00 5,281.25	0.89 % (39,313.79)	Aaa AA+	4.54 4.42
3135G0TG8	FNMA Note 0.875% Due 2/8/2018	2,950,000.00	Various 1.33 %	2,889,437.30 2,889,868.93	97.09 1.53 %	2,864,110.75 10,253.30	1.76 % (25,758.18)	Aaa AA+	4.61 4.47
Total Agency		**66,425,000.00**	**1.17 %**	**67,269,455.48 66,722,633.86**	**0.91 %**	**66,841,392.92 253,876.66**	**41.12 % 118,759.06**	**Aaa AA+**	**2.95 2.87**
CASH									
90CASH$00	Cash Custodial Cash Account	2,172,273.72	Various 0.00 %	2,172,273.72 2,172,273.72	1.00 0.00 %	2,172,273.72 0.00	1.33 % 0.00	NR NR	0.00 0.00
Total Cash		**2,172,273.72**	**N/A**	**2,172,273.72 2,172,273.72**	**0.00 %**	**2,172,273.72 0.00**	**1.33 % 0.00**	**NR NR**	**0.00 0.00**
COMMERCIAL PAPER									
06538BXF5	Bank of Tokyo Mitsubishi NY Discount CP 0.23% Due 10/15/2013	3,015,000.00	06/12/2013 0.23 %	3,012,611.46 3,012,958.18	99.93 0.23 %	3,012,958.18 0.00	1.85 % 0.00	P-1 A-1	0.29 0.29

Holdings Report

As of 6/30/13

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
COMMERCIAL PAPER									
06416JZG1	Bank of Nova Scotia Discount CP 0.22% Due 12/16/2013	660,000.00	05/14/2013 0.22 %	659,132.83 659,322.40	99.90 0.22 %	659,322.40 0.00	0.40 % 0.00	P-1 A-1	0.46 0.46
Total Commercial Paper		**3,675,000.00**	**0.23 %**	**3,671,744.29 3,672,280.58**	**0.23 %**	**3,672,280.58 0.00**	**2.25 % 0.00**	**P1 A-1**	**0.32 0.32**
LAIF									
90LAIF$00	Local Agency Investment Fund State Pool	11,652,450.84	Various 0.24 %	11,652,450.84 11,652,450.84	1.00 0.24 %	11,652,450.84 7,751.01	7.15 % 0.00	NR NR	0.00 0.00
Total LAIF		**11,652,450.84**	**0.24 %**	**11,652,450.84 11,652,450.84**	**0.24 %**	**11,652,450.84 7,751.01**	**7.15 % 0.00**	**NR NR**	**0.00 0.00**
MONEY MARKET FUND FI									
431114701	Highmark Govt Money Market Fund	47,918.03	Various 0.00 %	47,918.03 47,918.03	1.00 0.00 %	47,918.03 0.00	0.03 % 0.00	Aaa AAA	0.00 0.00
Total Money Market Fund FI		**47,918.03**	**0.00 %**	**47,918.03 47,918.03**	**0.00 %**	**47,918.03 0.00**	**0.03 % 0.00**	**Aaa AAA**	**0.00 0.00**
CORPORATE									
59HGY0	US Bancorp Callable Note Cont 8/13/13 1.375% Due 9/13/2013	2,665,000.00	Various 1.32 %	2,668,966.65 2,665,125.35	100.12 0.37 %	2,668,203.33 10,993.13	1.64 % 3,077.98	A1 A+	0.21 0.12
254687AW6	Walt Disney Corp Note 4.5% Due 12/15/2013	1,720,000.00	Various 1.23 %	1,873,880.60 1,745,175.67	101.81 0.54 %	1,751,101.04 3,440.00	1.08 % 5,925.37	A2 A	0.46 0.46
665859AK0	Northern Trust Company Note 4.625% Due 5/1/2014	1,850,000.00	10/20/2010 1.33 %	2,058,421.00 1,899,345.78	103.44 0.50 %	1,913,630.75 14,260.42	1.18 % 14,284.97	A1 A+	0.84 0.82
36962G4C5	General Electric Capital Corp Note 5.9% Due 5/13/2014	3,075,000.00	Various 2.88 %	3,411,681.00 3,150,487.47	104.72 0.45 %	3,220,201.50 24,190.00	1.99 % 69,714.03	A1 AA+	0.87 0.85
74005PAQ7	Praxair Note 5.25% Due 11/15/2014	850,000.00	09/24/2010 1.60 %	973,471.00 891,102.42	106.32 0.63 %	903,684.30 5,702.08	0.56 % 12,581.88	A2 A	1.38 1.33
09247XAD3	Blackrock Inc Note 3.5% Due 12/10/2014	1,630,000.00	Various 2.84 %	1,674,920.75 1,644,408.51	104.03 0.69 %	1,695,762.35 3,327.92	1.04 % 51,353.84	A1 A+	1.45 1.41
713448BM9	Pepsico Inc. Note 3.1% Due 1/15/2015	2,530,000.00	Various 2.04 %	2,641,540.25 2,569,232.94	103.74 0.66 %	2,624,725.74 36,164.95	1.63 % 55,492.80	A1 A-	1.55 1.49
5HHP8	JP Morgan Chase Note 3.7% Due 1/20/2015	2,550,000.00	Various 3.34 %	2,584,656.00 2,563,353.78	103.86 1.19 %	2,648,537.10 42,195.42	1.65 % 85,183.32	A2 A	1.56 1.49
00HB0	IBM Corp Note 0.55% Due 2/6/2015	695,000.00	02/01/2012 0.72 %	691,601.45 693,185.99	99.92 0.60 %	694,426.63 1,539.62	0.43 % 1,240.64	Aa3 AA-	1.61 1.59
0VAA6	Wells Fargo Bank Note 4.75% Due 2/9/2015	2,475,000.00	Various 3.65 %	2,584,316.50 2,515,082.86	105.54 1.26 %	2,612,090.25 46,371.87	1.63 % 97,007.39	A1 A+	1.61 1.53
70AV0	Berkshire Hathaway Note 3.2% Due 2/11/2015	2,485,000.00	06/09/2010 2.65 %	2,545,012.75 2,505,791.26	104.01 0.69 %	2,584,728.02 30,924.44	1.60 % 78,936.76	Aa2 AA	1.62 1.56

City of Moreno Valley
Treasurer's Cash and Investments Report

Holdings Report

As of 6/30/13

P	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
ORPORATE									
16AX8	Coca Cola Company Note 0.75% Due 3/13/2015	2,090,000.00	Various 0.80 %	2,086,645.55 2,088,096.67	100.35 0.54 %	2,097,315.00 4,702.50	1.29 % 9,218.33	Aa3 AA-	1.70 1.69
6JHB4	Bank of New York Mellon Note 4.95% Due 3/15/2015	2,360,000.00	Various 2.11 %	2,645,950.90 2,468,220.96	106.85 0.90 %	2,521,601.01 34,397.01	1.57 % 53,380.05	A1 A	1.71 1.63
717081DA8	Pfizer Inc. Note 5.35% Due 3/15/2015	1,550,000.00	02/18/2011 2.33 %	1,730,497.50 1,625,857.73	107.68 0.81 %	1,669,040.00 24,416.81	1.04 % 43,182.27	A1 AA	1.71 1.63
74005PAR5	Praxair Note 4.625% Due 3/30/2015	740,000.00	Various 2.58 %	807,780.55 764,737.25	106.78 0.72 %	790,156.47 8,651.32	0.49 % 25,419.22	A2 A	1.75 1.68
278642AB9	Ebay Inc Note 1.625% Due 10/15/2015	2,670,000.00	10/22/2010 1.66 %	2,665,327.50 2,667,845.44	102.13 0.69 %	2,726,929.74 9,159.58	1.68 % 59,084.30	A2 A	2.29 2.24
38259PAC6	Google Inc Note 2.125% Due 5/19/2016	1,315,000.00	11/15/2012 0.75 %	1,377,186.90 1,366,318.81	103.34 0.95 %	1,358,970.97 3,260.10	0.83 % (7,347.84)	Aa2 AA	2.89 2.80
24422ERL5	John Deere Capital Corp Note 2% Due 1/13/2017	1,215,000.00	09/11/2012 1.05 %	1,263,733.65 1,254,800.17	101.15 1.66 %	1,228,984.65 11,340.00	0.76 % (25,815.52)	A2 A	3.54 3.37
674599CB9	Occidental Petroleum Note 1.75% Due 2/15/2017	1,575,000.00	03/08/2013 1.13 %	1,612,532.25 1,609,655.21	99.92 1.77 %	1,573,744.73 10,412.50	0.97 % (35,910.48)	A1 A	3.63 3.47
913017BU2	United Tech Corp Note 1.8% Due 6/1/2017	170,000.00	05/24/2012 1.82 %	169,853.80 169,885.43	100.37 1.70 %	170,622.71 255.00	0.10 % 737.28	A2 A	3.92 3.76
764AA8	Chevron Corp. Callable Note Cont 11/5/17 1.104% Due 12/5/2017	550,000.00	11/28/2012 1.10 %	550,000.00 550,000.00	97.71 1.64 %	537,411.60 438.53	0.33 % (12,588.40)	Aa1 AA	4.44 4.30
458140AL4	Intel Corp Note 1.35% Due 12/15/2017	1,940,000.00	12/12/2012 1.29 %	1,945,790.55 1,945,168.32	97.86 1.85 %	1,898,524.75 1,164.00	1.16 % (46,643.57)	A1 A+	4.46 4.30
931142DF7	Wal-Mart Stores Note 1.125% Due 4/11/2018	1,130,000.00	04/04/2013 1.14 %	1,128,960.40 1,129,006.52	97.05 1.77 %	1,096,645.79 2,825.00	0.67 % (32,360.73)	Aa2 AA	4.78 4.61
037833AJ9	Apple Inc Note 1% Due 5/3/2018	1,900,000.00	05/22/2013 1.25 %	1,877,181.00 1,877,611.79	96.03 1.86 %	1,824,566.20 3,061.11	1.12 % (53,045.59)	Aa1 AA+	4.84 4.68
Total US Corporate		**41,730,000.00**	**1.93 %**	**43,569,908.50 42,359,496.33**	**0.93 %**	**42,811,604.63 333,193.31**	**26.44 % 452,108.30**	**A1 A+**	**1.99 1.91**
US TREASURY									
912828NP1	US Treasury Note 1.75% Due 7/31/2015	3,050,000.00	04/06/2011 1.99 %	3,019,391.07 3,035,239.35	102.83 0.39 %	3,136,257.05 22,264.16	1.94 % 101,017.70	Aaa AA+	2.08 2.04
912828PE4	US Treasury Note 1.25% Due 10/31/2015	3,025,000.00	Various 1.35 %	3,012,297.25 3,018,268.97	101.84 0.45 %	3,080,774.95 6,370.58	1.89 % 62,505.98	Aaa AA+	2.34 2.30
912828PJ3	US Treasury Note 1.375% Due 11/30/2015	3,590,000.00	05/16/2011 1.63 %	3,549,905.00 3,568,645.05	102.13 0.49 %	3,666,287.50 4,180.98	2.25 % 97,642.45	Aaa AA+	2.42 2.38
912828PS3	US Treasury Note 2% Due 1/31/2016	3,505,000.00	05/16/2011 1.70 %	3,551,973.24 3,530,810.67	103.77 0.53 %	3,637,257.67 29,240.61	2.25 % 106,447.00	Aaa AA+	2.59 2.51
912828QA1	US Treasury Note 2.25% Due 3/31/2016	3,435,000.00	Various 1.33 %	3,578,212.10 3,518,470.20	104.51 0.60 %	3,589,842.93 19,427.45	2.21 % 71,372.73	Aaa AA+	2.75 2.66

Holdings Report

As of 6/30/13

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
US TREASURY									
912828RU6	US Treasury Note 0.875% Due 11/30/2016	3,200,000.00	12/22/2011 0.89 %	3,198,135.71 3,198,707.43	100.06 0.86 %	3,202,000.00 2,371.58	1.96 % 3,292.57	Aaa AA+	3.42 3.36
912828SC5	US Treasury Note 0.875% Due 1/31/2017	1,710,000.00	06/20/2012 0.70 %	1,723,298.31 1,720,338.75	99.84 0.92 %	1,707,328.98 6,241.26	1.05 % (13,009.77)	Aaa AA+	3.59 3.51
912828TG5	US Treasury Note 0.5% Due 7/31/2017	3,100,000.00	02/25/2013 0.73 %	3,069,373.67 3,071,742.66	97.60 1.10 %	3,025,649.60 6,465.47	1.86 % (46,093.06)	Aaa AA+	4.09 4.02
912828TS9	US Treasury Note 0.625% Due 9/30/2017	2,875,000.00	Various 0.74 %	2,860,759.64 2,861,318.37	97.77 1.16 %	2,810,985.25 4,516.74	1.73 % (50,333.12)	Aaa AA+	4.25 4.17
Total US Treasury		**27,490,000.00**	**1.27 %**	**27,563,345.99 27,523,541.45**	**0.70 %**	**27,856,383.93 101,078.83**	**17.13 % 332,842.48**	**Aaa AA+**	**2.99 2.92**
TOTAL PORTFOLIO		**160,642,642.59**	**1.25 %**	**163,396,760.02 161,600,328.10**	**0.79 %**	**162,474,494.25 697,335.93**	**100.00 % 874,166.15**	**Aa1 AA**	**2.41 2.28**
TOTAL MARKET VALUE PLUS ACCRUED						**163,171,830.18**			

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MV00212735

COMPLIANCE WITH INVESTMENT POLICY

Assets managed by Chandler Asset Management are in full compliance with State law and with the City's investment policy.

Category	Standard	Comment
Local Agency Bonds	No Limitation	Complies
Treasury Issues	No Limitation	Complies
Agency Issues	No Limitation	Complies
Banker's Acceptances	40% maximum; <180 days maturity	Complies
Commercial Paper	25% maximum; <270 days maturity; A-1/P-1/F-1 minimum ratings	Complies
Negotiable Certificates of Deposit	30% maximum; 5 years maximum maturity	Complies
Repurchase Agreements	No limitation; 1-year maximum maturity	Complies
Reverse Repurchase Agreements	20% maximum; <92 days maturity	Complies
Medium Term Notes	30% maximum; 5 years maximum maturity; A-rated or better	Complies
Money Market Mutual Funds	20% maximum; AAAf/Aaaf, minimum rating	Complies
Collateralized Certificates of Deposits	5 years maximum maturity	Complies
Time Deposits	5 years maximum maturity	Complies
Mortgage Pass-throughs, CMOs and Asset Backed Securities	20% maximum; AA-rated issue; A-rated issuer	Complies
Local Agency Investment Fund - L.A.I.F.	Maximum program limitation	Complies
Prohibited Securities	Inverse floaters; Ranges notes, Interest-only strips from mortgaged backed securities; Zero interest accrual securities	Complies
Maximum maturity	5 years	Complies
Weighted Average Maturity	3 years	Complies

Holdings Report Glossary

CUSIP (Committee on Uniform Securities Identification Procedures) – A unique identification number assigned to all securities.

Security Description - The issuer name, coupon (periodic interest payment rate) and maturity.

Par Value/Units - The face value or number of units held in the portfolio.

Purchase Date - The settlement date on which the security was purchased.

Book Yield - The YTM that equates the current amortized value of the security to its periodic future cash flows.

Cost Value - The value at which the securities were purchased, excluding purchased interest.

ook Value - The value at which an asset is carried on a balance sheet. To calculate, take the cost of an asset +/- net cretion/amortization.

Mkt Price - The current fair value market price.

Mkt YTM – The internal rate of return that equates the periodic future cash flows (interest payments and redemption value) to the market price, assuming that all cash flows are invested at the YTM rate.

Market Value - The current fair value of an investment as determined by transactions between willing buyers and sellers.

Accrued Int. - The interest that has accumulated on a bond since the last interest payment up to, but not including, the settlement date.

of Port. - The % of the portfolio that the security represents based on market value, including accrued interest.

in/Loss – The unrealized gain or loss on the security, compared to either cost or amortized value, as of the date of the report.

ody - The Moody's rating for the security.

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Holdings Report Glossary (continued)

P - The Standard and Poor's rating for the security.

Term (yrs) - The time, in years, until maturity.

Duration - The weighted average time to maturity of a bond where the weights are the present values of future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates.

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BOND PROCEEDS WITH FISCAL AGENTS

Account Name	Account Number	Investment	Issuer	Purchase Date	Maturity Date	Market Value	Stated Rate	Yield	Price	% of of Portfolio
Wells Fargo	Community Facilities District 87-1 (I.A.1)									
special tax funds	22631800	money market fund	WF Govt Fund	06/30/13	07/01/13	1,044,451	0.01%	0.01%	1.00000	11.183%
interest acct	22631801	money market fund	WF Govt Fund	06/30/13	07/01/13	0	0.01%	0.01%	1.00000	0.000%
reserve fund	22631804	money market fund	WF Govt Fund	06/30/13	07/01/13	1,028,690	0.01%	0.01%	1.00000	11.015%
admin exp acct	22631805	money market fund	WF Govt Fund	06/30/13	07/01/13	377	0.01%	0.01%	1.00000	0.004%
debt service acct	22631809	money market fund	WF Govt Fund	06/30/13	07/01/13	536,000	0.01%	0.01%	1.00000	5.739%
special tax funds	22631900	money market fund	WF Govt Fund	06/30/13	07/01/13	389,532	0.01%	0.01%	1.00000	4.171%
reserve fund	22631904	money market fund	WF Govt Fund	06/30/13	07/01/13	365,379	0.01%	0.01%	1.00000	3.912%
admin exp acct	22631905	money market fund	WF Govt Fund	06/30/13	07/01/13	15,865	0.01%	0.01%	1.00000	0.170%
						3,380,294				
Wells Fargo	CFD 2-5									
Series B Revenue	22333500	money mkt fund	WF Govt Fund	06/30/13	07/01/13	193,857	0.01%	0.01%	1.00000	2.076%
Series A Principal	22333501	money mkt fund	WF Govt Fund	06/30/13	07/01/13	0	0.01%	2.71%	1.00000	0.000%
Series B reserve	22333503	money mkt fund	WF Govt Fund	06/30/13	07/01/13	543,212	0.01%	0.01%	1.00000	5.816%
Series B admin fund	22333504	money mkt fund	WF Govt Fund	06/30/13	07/01/13	26,743	0.01%	0.01%	1.00000	0.286%
						763,812				
Wells Fargo	2007 Redevelopment Agency Tax Allocation Bonds Series A									
debt service fund	22631700	money mkt fund	WF Govt Fund	06/30/13	07/01/13	0	0.01%	0.01%	1.00000	0.000%
						0				
Wells Fargo	2005 Lease Revenue Bond									
bond fund	18042800	money mkt fund	WF Govt Fund	06/30/13	07/01/13	3	0.01%	0.01%	1.00000	0.000%
reserve fund	18042804	money mkt fund	WF Govt Fund	06/30/13	07/01/13	2,992,753	0.01%	0.01%	1.00000	32.045%
construction fund	18042806	money mkt fund	WF Govt Fund	06/30/13	07/01/13	8	0.01%	0.01%	1.00000	0.000%
						2,992,764				32.045%
Wells Fargo	2007 Taxable Lease Revenue Bonds - Electric Utility									
bond fund	22277600	money mkt fund	WF Govt Fund	06/30/13	07/01/13	4	0.01%	0.01%	1.00000	0.000%
construction fund	22277604	money mkt fund	WF Govt Fund	06/30/13	07/01/13	2,056,893	0.01%	0.01%	1.00000	22.024%
						2,056,897				
Wells Fargo	Automall Refinancing									
revenue fund	20350300	revenue	WF Govt Fund	06/30/13	07/01/13	79,987	0.01%	0.01%	1.00000	0.856%
reserve fund	20350303	reserve	WF Govt Fund	06/30/13	07/01/13	34,020	0.01%	0.01%	1.00000	0.364%
admin fund	20350304	reserve	WF Govt Fund	06/30/13	07/01/13	31,445	0.01%	0.01%	1.00000	0.337%
						145,452				1.557%
			Totals			9,339,219				100.000%

Type	Summary of Bond Proceeds with Fiscal Agents	
1	Construction Funds	2,056,901
2	Principal & Interest Accounts	642,733
3	Debt Service Reserve Funds	6,398,041
4	Custody Accounts	0
5	Arbitrage Rebate Accounts	0
6	Other Accounts	241,544
	Total Fiscal Agent Funds	9,339,219

CITY OF MORENO VALLEY
Treasurer's Cash and Investments Report

DEFERRED COMPENSATION FUNDS

Nationwide

Fund	Market Value as of June 30, 2013
Liquid Savings	**$1,199,180**
Nationwide Fixed (Part Time Employee)	457,908
Liquid Savings (Part Time Employees)	**290,674**
Certificates of Deposit 1 year	30,085
Certificates of Deposit 3 years	**21,705**
Certificates of Deposit 5 years	77,845
Bond Fund of America	**66,551**
Growth Fund of America	97,368
Investment Co. of America	**34,527**
Income Fund of America	146,611
Brown Cap Mgmt Inc SM Co	**53,027**
Fidelity Independence	1,992
Fidelity Equity Income	**53,243**
Fidelity Magellan	233,923
Fidelity Puritan	**99,583**
Fidelity Contrafund	260,740
Janus Fund	**39,458**
Janus Advisor Forty	49,400

Fund	Market Value as of June 30, 2013
Drey SmCap I	**0**
American Century Balanced	36
Am Century Growth	**61,321**
Am Century Select	114,016
JP Morgan Mid Cap Value A	**850,568**
Vanguard Index 500	103,057
Vanguard Institutional Index	**526,423**
Vanguard Wellington	18,823
Vanguard Windsor II	**63,695**
Vanguard Total Bond Index	212,271
Washington Mutual Inv	**78,578**
Templeton Foreign I	0
EuroPacific Growth	**303,115**
Stable Fund C	2,437,100
PBHG Growth Fund	**0**
DWS High Income Fund A	67,352
DWS Eq Divd A	**85,840**
Oppenheimer Global Fund A	297,225

Fund	Market Value as of June 30, 2013
N B Socially Responsive Fund	**35,110**
DFA US Micro Cap Port	91,901
Federated Kaufmann Fund	**106,243**
Invesco Mid Cap Core Equity	25,323
Nationwide Ret Inc Inst Svc	**386**
Nationwide InvDes Mod Cons Fund SC	35,107
Nationwide InvDes Mod Aggr Fund	**904,655**
Nationwide InvDes Aggr Fund	69,877
Nationwide InvDes Mod Fd	**507,905**
Nationwide Inv Des Cons	89,537
Nationwide Large Cap Growth	**47,643**
Nationwide Inter Val Inst Svc	62,014
Nationwide US Sm Cap Val Ins Svc	**1,315**
Nationwide Dest 2020 Inst Svc	134,394
Nationwide Dest 2025 Inst Svc	**159,096**
Nationwide Dest 2030 Inst Svc	4,109
Nationwide Dest 2045 Inst Svc	**5,996**
Total Nationwide Deferred	**$10,713,851**

ICMA

Fund	Market Value as of June 30, 2013
Aggressive Oppor.	**$241,724**
International	214,357
All Equity Growth	**152,141**
Growth and Income	248,074
Broad Market	**78,544**
500 Stock Index	120,771
Equity Income	**401,343**
Asset Allocation	
Core Bond	**24,458**
Cash Management	22,148
Plus Fund	**994,704**
Savings Oriented	
Conservative Growth	**169,651**
Traditional Growth	244,208
Long-Term Growth	**395,724**
Milestone 2010	23,165
Milestone 2015	**898**
Milestone 2020	51,508
Milestone 2025	**27,550**
Milestone 2030	16,257
Milestone 2035	**19,088**
Milestone 2040	7,624

Fund	Market Value as of June 30, 2013
VT Royce Premeir	4,422
VT Ranier Small/Mid Cap Eq	**42,770**
VT Fidelity Contrafund	168,056
VT Vantagepoint Overseas Equity Index Fund	**85,421**
VT Fidelity Diversified International	87,331
VT Allianz NIJ Div Value	**76,848**
Vantage Growth Fund	257,782
VT Fidelity Puritan	**6,556**
VT Royce Value Plus	702
VT TR Price Growth Stock Adv	**19,805**
VT Nuveen Real Estate Secs	62,060
VT TR Price Small Cap Value	**135,854**
VT Vantagepoint MS Ret Inc	32,883
VT Vantagepoint Inflation Protected Securities	**74,379**
VT Oppenheimer Main Street	4,896
VT Vantagepoint Mid/Sm Index	**28,056**
VT PIMCO Total Return	112,676
VT PIMCO High Yield	**61,495**
VT Harbor International Admi	21,996
VT Harbour Mid Cap Growth Admin	**5,381**
Total ICMA	**$4,743,306**

Summary by Plan

Deferred Compensation Plan	Market Value as of June 30, 2013
Total Nationwide	$10,713,851
Total ICMA	4,743,306
Total Deferred Compensation Plans	**$15,457,157**

Summary by Investment Type

Investment Type	Market Value as of June 30, 2013
Savings Deposits and CD's	$4,436,652
Mutual Funds	11,020,505
Total Deferred Compensation Plans	**$15,457,157**

MV00212740

CHANDLER ASSET MANAGEMENT

BOND MARKET REVIEW

A MONTHLY REVIEW OF FIXED INCOME MARKETS

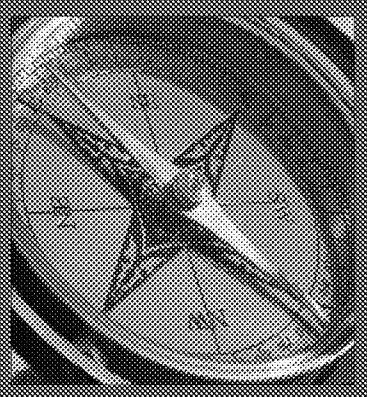

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And What It Means For The Global Economy

Since 1988, Chandler Asset Management has specialized in the management of fixed income portfolios. Chandler's mission is to provide fully customizable, client-centered portfolio management that preserves principal, manages risk and generates income in our clients' portfolios.

Market Summary

The economy continues to grow slowly. Nonfarm payrolls rose 195,000 in June, which was better than the consensus forecast of 161,000. Average nonfarm payroll growth during the second quarter of 2013 was about 196,000 per month. The unemployment rate remained unchanged in June at 7.6% due to an increase in the labor force. Overall, the labor market continues to improve. Manufacturing trends are beginning to show modest improvement as well, while housing trends remain favorable in spite of the recent jump in interest rates. Consumer spending also remains healthy.

The Treasury yield curve steepened again in June as Fed policymakers continued to discuss winding down quantitative easing. The move has also been influenced by a modest improvement in economic data.

The Federal Open Market Committee left policy rates unchanged at its June 18-19 meeting and assured investors that policy changes continue to be data dependent. The Fed noted that the economy continues to grow at a moderate pace. The labor market has continued to improve, but unemployment remains elevated. Inflation is running below target. The Fed will continue to purchase mortgage-backed securities at a pace of $40 billion per month and longer-term Treasury securities at a pace of $45 billion per month. During his press conference, Chairman Bernanke indicated that the Fed could begin tapering bond purchases later this year and that asset purchases could end in 2014. However, he emphasized that Fed policy will depend on the state of the economy.

TREASURY YIELD CURVE STEEPENED IN JUNE

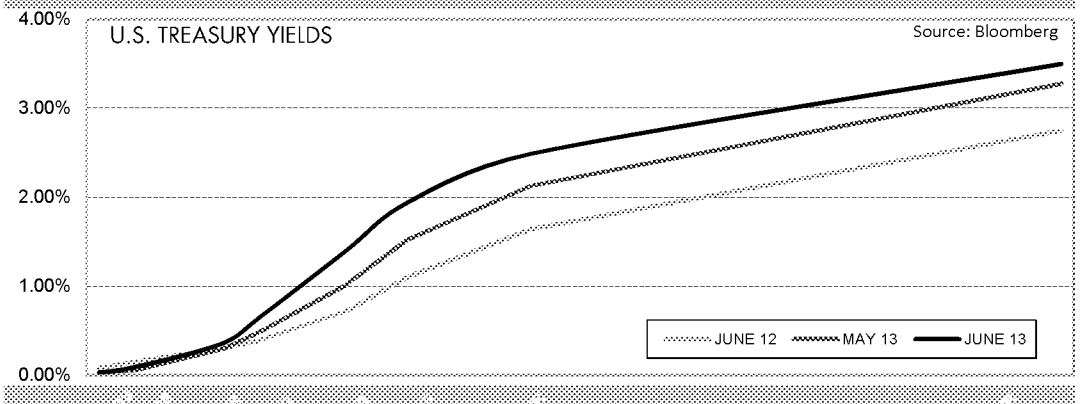

The yield curve steepened in June as economic data improved modestly and Fed policy-makers continued to discuss winding down quantitative easing.

TREASURY YIELDS	6/30/2013	5/31/2013	CHANGE
3 Month	0.03	0.03	0.00
2 Year	0.36	0.30	0.06
3 Year	0.65	0.49	0.16
5 Year	1.40	1.02	0.38
7 Year	1.94	1.53	0.41
10 Year	2.49	2.13	0.36
30 Year	3.50	3.28	0.22

Source: Bloomberg

Consumer Prices

In May, overall CPI inflation rose to 1.4% on a year-over-year basis from 1.1% in April. The year-over-year Core CPI (CPI less food and energy) was unchanged at 1.7%. The core inflation rate is trending below the Fed's long-term goal of 2.0% and remains below the trigger rate for policy action of 2.5%.

Retail Sales

In May, Retail Sales rose 4.3% on a year-over-year basis. On a month-over-month basis, Retail Sales increased 0.6% in May, which was slightly better than expected. Overall, recent consumer spending trends have been favorable.

Labor Markets

The June employment report showed that payrolls increased by 195,000 (better than the 161,000 consensus estimate). The net revisions for job growth in April and May were +70,000. Average nonfarm payroll growth over the past 3 months has been about 196,000. Private payrolls increased 202,000 in June while government jobs fell 7,000. The unemployment rate remained unchanged at 7.6% due to an increase in the labor force. Overall, the jobs report was better than expected and job growth is showing positive momentum.

Housing Starts

Single-family housing starts rose slightly in May to 599,000 from 597,000 in April. Housing permits eased 3.1% in the month after rising 12.9% in April. Recent housing data has been mostly favorable.

Credit Spreads Widened in June

CREDIT SPREADS	Current to December (%)	One Month Ago (%)	Changes
3-month top-rated commercial paper	0.13	0.12	0.01
2-year A corporate note	0.71	0.54	0.17
5-year A corporate note	0.86	0.79	0.07
5-year Agency note	0.24	0.16	0.08

Source: Bloomberg

Data as of 6/30/13

Economic Data Remains Indicative of Slow Growth

ECONOMIC INDICATOR	Current Reading	Prior Reading	One Year Ago
Trade Balance	(45.0) $Bln MAY 13	(40.1) $Bln APR 13	(46.2) $Bln MAY 12
GDP	1.8% MAR 13	0.4% DEC 12	2.0% MAR 12
Unemployment Rate	7.6% JUN 13	7.6% MAY 13	8.2% JUN 12
Prime Rate	3.25% JUN 13	3.25% MAY 13	3.25% JUN 12
CRB Index	275.62 JUN 13	281.85 MAY 13	284.19 JUN 12
Oil (West Texas Int.)	$96.56 JUN 13	$91.97 MAY 13	$84.96 JUN 12
Consumer Price Index (y/o/y)	1.4% MAY 13	1.1% APR 13	1.7% MAY 12
Producer Price Index (y/o/y)	1.7% MAY 13	0.6% APR 13	0.6% MAY 12
Dollar/EURO	1.30 JUN 13	1.30 MAY 13	1.27 JUN 12

Source: Bloomberg

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Slowing Growth In China And What It Means For The Global Economy

Concerns about China's economy have made headlines in recent weeks, as the country's interbank and money market interest rates soared to record highs last month. The spike in rates along with weakening economic data has fueled investors' anxiety about the safety of China's banking system and the sustainability of the country's economic growth.

A tightening in liquidity, along with an apparently deliberate move by the People's Bank of China to hold back on providing stimulus, drove overnight repo rates to surge as high as 30% in June, essentially freezing credit markets in China. The run-up in rates was driven by a number of factors, including fears that lending activities had become overstretched, speculation in the media that China could be facing a banking crisis, as well as actions by Chinese authorities to induce monetary tightening and discipline speculators in the country's shadow banking system. While China's central bank eventually injected liquidity into the system at the end of June and interbank lending rates have since eased, it has become evident to market participants that China's new leadership may be willing to tolerate higher interest rates and slower economic growth in pursuit of financial sector deleveraging and reform.

China's new leadership may be willing to tolerate higher interest rates and slower economic growth in pursuit of financial sector deleveraging and reform.

Last November, Xi Jinping was named head of the Communist Party in China and subsequently became President in March. Since he has taken office, Mr. Xi has indicated that he wants to revamp China's economic structure and move toward greater interest rate liberalization (allowing market forces to have a greater influence on interest rates). Also in March, Li Keqiang was elected by the Chinese Congress as Premier (China's head of government and an influential driver of economic policy).

Like Mr. Xi, Mr. Li has vowed to reduce the government's role in the economy and supports private enterprise and fiscal reform. These recent changes in leadership seem to be shifting the trajectory of the Chinese economy to some degree. Policymakers appear willing to accept short-term pain for longer-term gains.

Over the past decade, China's economic growth had been fueled by a number of factors including massive state spending, strong export growth (supported by low-cost labor), a burgeoning real estate market and easy access to credit. However, it appears that these factors are now decelerating.

In 2012, China's GDP grew by 7.8%. It was the first time growth had come in below 8% in more than a decade. For the second quarter of 2013, economists are forecasting GDP growth of roughly 7.6%, a deceleration from first quarter growth of 7.7% (which was below expectations of 8%). Growth is expected to decelerate further in the third quarter to 7.4%, according to Bloomberg. While GDP growth of more than 7% may seem strong when compared to GDP growth of roughly 2% in the U.S., it represents a slowdown for China.

The deceleration in China's economy has been reflected in the recent decline in the country's closely watched purchasing managers' indices as well as the recent weakening in Chinese trade data. Manufacturing investment has declined, as evidenced by the drop in China's HSBC PMI for June to 48.2 (the lowest reading since November 2011). A reading below 50 is indicative of a contraction in factory activity. China's official PMI was 50.1 in June, a decline from 50.8 in May, pointing to lackluster manufacturing growth.

Meanwhile, Chinese exports declined 3.1% in June on a year-over-year basis compared to 1% year-over-year growth in May. In addition, Chinese imports fell 0.7% in June, reflecting weaker demand. Sluggish global economic growth, including an ongoing recession in Europe, has put pressure on China's exports, which has negatively impacted China's manufacturing sector and contributed to the country's overall slowdown.

We believe the most immediate risks related to China's slowdown are to commodity prices (where we have already seen significant volatility) and to second quarter corporate earnings (and second half 2013 forecasts) for companies that generate a significant portion of their revenues in China and/or companies that have been counting on China to be their growth-driver. We believe the slowdown in China also has the potential to spill over to other economies, especially in countries like Australia, South Korea, Taiwan, Indonesia, Japan, and Singapore. Europe, which is already struggling, is also likely to feel additional pain from China's slowdown. In terms of the U.S. economy, the fact that China's policymakers seem to be backing away from providing stimulus at the same time the U.S. Federal Reserve is mapping out its own exit from stimulus does, in our view, add risk to the sustainability of our economic recovery.

We believe speculation in the media about a potential banking crisis in China may be overblown. The difference between what happened in the U.S. during the financial crisis and the trouble that appears to be brewing in China is that all big Chinese banks are owned, or are at least partially controlled, by the government. As such, we believe it is unlikely that Chinese authorities would allow a systemically important bank to fail. Nevertheless, Chinese policymakers have signaled less willingness to provide ongoing stimulus, and any risk to the financial stability of China's banks is a headwind for economic growth in our opinion.

This week, the International Monetary Fund lowered its growth forecast for the global economy to 3.1% in 2013 from its previous forecast of 3.3%. The IMF cited slower growth in developing economies such as China, as well as a deepening recession in the Eurozone, as reasons for the downward revision. The IMF cut its growth forecast for China to 7.7% in 2013 from its previous forecast of 8.3%. The downward revision to the IMF's growth forecast for the U.S. was less severe, down just 0.2 percentage points to 1.7%.

We believe the structural changes taking place in China will be a headwind to the global economy over the near term.

Overall, we believe the structural changes taking place in China will be a headwind to the global economy over the near term. However, we believe the country's new leadership regime is focused on putting China on a longer-term path to stability and consumer-led (rather than government-led) economic growth.

- Shelly Henbest
VP, Credit Analyst

RISKS AND OTHER IMPORTANT CONSIDERATIONS
This report is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of publication, but may become outdated or superseded at any time without notice. Any opinions or views expressed are based on current market conditions and are subject to change. This report may contain forecasts and forward-looking statements which are inherently limited and should not be relied upon as an indicator of future results. Past performance is not indicative of future results. This report is not intended to constitute an offer, solicitation, recommendation or advice regarding any securities or investment strategy and should not be regarded by recipients as a substitute for the exercise of their own judgment.

Fixed income investments are subject to interest, credit, and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: [illegible] decline due to economic conditions, especially during p[illegible] ing interest rates.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: August 27, 2013

TITLE: ADOPT RESOLUTION NO. 2013-68 APPROVING THE RELOCATION PLAN FOR ELIGIBLE OCCUPANTS OF A SINGLE FAMILY RESIDENCE LOCATED AT 13597 NASON STREET (APN 487-470-017) FOR THE NASON STREET FROM CACTUS AVENUE TO FIR AVENUE STREET IMPROVEMENT PROJECT – PROJECT NO. 801 0001 70 77

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. 2013-68 approving the Relocation Plan for eligible occupants of a single family residence located at 13597 Nason Street (APN: 487-470-017). Resolution No. 2013-68, a Resolution of the City Council of the City of Moreno Valley, California, Approving the Relocation Plan for Eligible Occupants of a single family residence located at 13597 Nason Street (APN 487-470-017) for the Nason Street from Cactus Avenue to Fir Avenue Street Improvement Project – Project No. 801 0001 70 77.

BACKGROUND

The Nason Street from Cactus Avenue to Fir Avenue Street Improvement project (Project) will result in a total of four (4) full lanes of street improvements on Nason Street between Cactus Avenue and Fir Avenue. In order to construct the necessary improvements, right of way (ROW) acquisition is required from several parcels. A single-family residence (SFR) is situated on one of these parcels (APN: 487-470-017), located at 13597 Nason Street.

DISCUSSION

The proposed Project requires the acquisition and demolition of one SFR, which consequently results in the permanent relocation of one tenant-occupied household. For this particular parcel, only the necessary right of way for the street widening will be acquired. The City is not seeking acquisition of the whole property.

One tenant-occupied household will be relocated as part of the Project. The proposed displacement triggers relocation assistance obligations under State Relocation Law and the State Relocation Guidelines. The relocation assistance obligations require a Relocation Plan (Plan) addressing the circumstances and needs of those persons potentially displaced by the project and a mandatory 30 day review of the Plan by the impacted parties.

Overland, Pacific & Cutler, Inc. (OPC), real property consultants for the project, has met with the occupants of the subject SFR and prepared the Plan (Attachment 3). The 30 day public review period has expired and no public comment was submitted. Based on the Plan, the estimated cost to relocate the occupants is $63,060 (including 20% contingency).

ALTERNATIVES

1. Adopt the proposed Resolution approving the Relocation Plan for eligible occupants of the SFR located at 13597 Nason Street (APN 487-470-017). *This alternative will allow the City to begin negotiations to acquire right of way needed for construction of this essential project.*

2. Do not adopt the proposed Resolution approving the Relocation Plan for eligible occupants of the SFR located at 13597 Nason Street (APN 487-470-017). *This alternative will not allow the City to begin negotiations to acquire right of way and will delay construction of this essential project.*

FISCAL IMPACT

Funding for the proposed ROW acquisition is included in the current Fiscal Year 2013/2014 budget. The design and construction of the project is funded with the proceeds from the California Communities Gas Tax Revenue Certificates of Participation (COPS), Series 2011B (TRIP – Total Road Improvement Program) in the amount of $15 Million (overall project budget). These funds have been allocated for the Nason Street from Cactus Avenue to Fir Avenue Street Improvement project and cannot be utilized for operational activities. There is no impact on the City's General Fund.

BUDGETED FUNDS FOR DESIGN, RIGHT OF WAY, AND CONSTRUCTION:
Fiscal Year 2013/2014 Budget
(Account No. 2000-70-77-80001 / Project No. 801 0001 70 77) $14,300,000

ESTIMATED PROJECT COSTS:

Remaining Design and Design Management Costs	$550,000
Right of Way	$1,450,000
Utility Relocation Costs (including SCE Engineering Deposit)*	$2,300,000
Construction and Construction Management Costs	$10,000,000
Total Estimated Project Costs	$14,300,000

*An additional $850,000 of separate SCE Rule 20A funds is also estimated for Utility Relocation

CITY COUNCIL GOALS

Public Safety:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

Public Facilities and Capital Projects:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

Positive Environment:
Create a positive environment for the development of Moreno Valley's future.

NOTIFICATION

The Plan was provided to the occupants of the subject property at least 30 days prior to the presentation of this report. The City's real property consultant, OPC, also met in person with the occupants of the subject property to fully explain the Plan.

ATTACHMENTS

Attachment 1: Location Map
Attachment 2: Proposed Resolution
Attachment 3: Relocation Plan

Prepared By:
Lorenz R. Gonzales
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

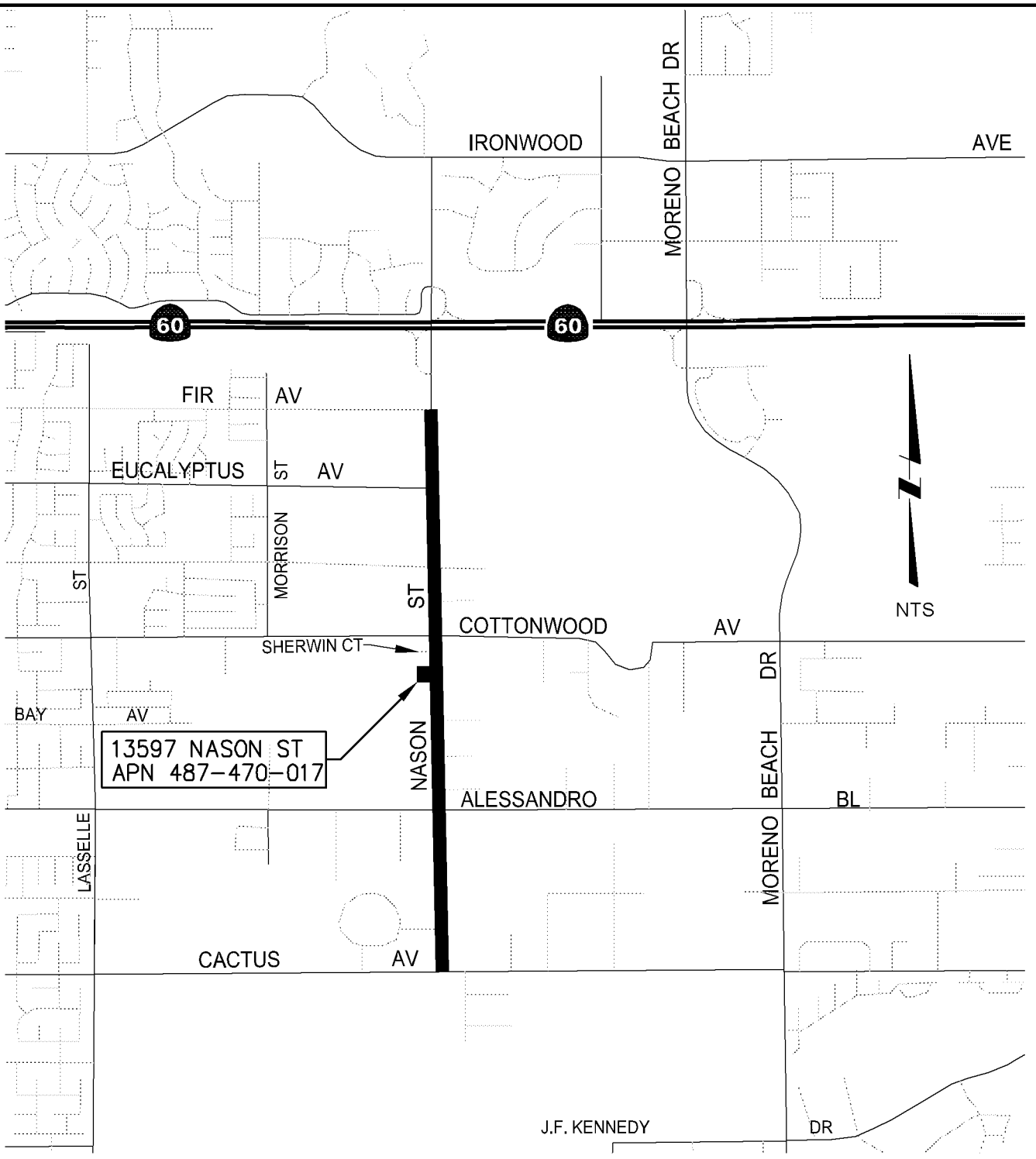

LOCATION MAP

Public Works Department
Capital Projects Division

Scale: None

ATTACHMENT 1

NASON STREET FROM CACTUS AVENUE
TO FIR AVENUE STREET IMPROVEMENT PROJECT
RELOCATION PLAN
PROJECT NUMBER 801 0001 70 77

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MV00212750

RESOLUTION NO. 2013-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE RELOCATION PLAN FOR ELIGIBLE OCCUPANTS OF A SINGLE FAMILY RESIDENCE LOCATED AT 13597 NASON STREET (APN 487-470-017) FOR THE NASON STREET FROM CACTUS AVENUE TO FIR AVENUE STREET IMPROVEMENT PROJECT – PROJECT NO. 801 0001 70 77

WHEREAS, the State Relocation Law (California Government Code Section 7260 et seq.) and the State Relocation Guidelines (California Code of Regulations, Title 25, Chapter 6 et seq.) require the City to approve a relocation plan and provide relocation assistance and benefits to eligible residential and business occupants that are either permanently or temporarily displaced; and

WHEREAS, the City, pursuant to the State Relocation Law and the State Relocation Guidelines, has prepared a Relocation Plan, which is attached to this resolution; and

WHEREAS, the proposed action to approve the Relocation Plan is an administrative action and does not constitute a project under the California Environmental Quality Act per Guidelines Section 15262.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The Relocation Plan for eligible occupants of the Site is approved.

2. The City Manager and/or his designee is hereby authorized and directed to act on the City's behalf on all matters pertaining to the approved Relocation Plan including entering into agreement(s) with eligible occupants and payment of benefits to eligible occupants.

3. This resolution shall become effective immediately upon adoption.

APPROVED AND ADOPTED this 27th day of August, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-68 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 27th day of August, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00212754

Nason Street Widening Project From Cactus Avenue to Fir Avenue

FINAL RELOCATION PLAN

Prepared for:
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

By:

Overland, Pacific & Cutler, Inc.
2280 Market Street, Suite 200
Riverside, California 92501
(951) 683-2353

July 2013

Adopted

Date _____

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Exhibit D: Public Comments and Response

Introduction

The City of Moreno Valley (the "City") has authorized the preparation of a Relocation Plan to be undertaken in connection with the commencement of the proposed street improvements necessary to widen Nason Street from Cactus Avenue to Fir Avenue in Moreno Valley. The proposed Nason Street Widening Project ("Project") requires the acquisition of necessary right of way to widen Nason Street from Cactus Avenue to Fir Avenue. This area on Nason Street from Cactus Avenue to Fir Avenue is an existing two to four lane road that would be improved into a four to six lane road though pavement widening, curb, gutter and median construction/ reconstruction, traffic signal upgrades, storm drainage modifications, undergrounding of utility lines, installation/modification of water facilities, sidewalk, and bicycle lanes, side street intersection improvements, and American with Disabilities Act (ADA) ramp and bus bay construction. The improvement would require new right of way acquisition of vacant and improved land.

The currently proposed phase of the Project requires a partial acquisition which impacts a single-family dwelling along Nason Street in City of Moreno Valley jurisdiction. The proposed Project would involve the acquisition and demolition of one single-family residence (SFR) and permanent relocation of one household to accommodate the actions of the proposed Project.

The needs and characteristics of the displacee population, available relocation resources and the City's program to provide assistance to each affected person are general subjects of this Relocation Plan (Plan). This Plan conforms to the requirements of the California Relocation Assistance Law, *Government Code* §7260, et seq. (Law), the Relocation Assistance and Real Property Acquisition Guidelines adopted by the Department of Housing and Community Development and Title 25, *California Code of Regulations* §6000, et seq. (Guidelines).

This Plan is organized in five sections:

1. Project description (**SECTION I**);
2. Assessment of the relocation needs of persons subject to displacement (**SECTION II**);
3. Assessment of available replacement housing units within the City of Moreno Valley and surrounding communities (**SECTION III**);
4. Description of the City's relocation program (**SECTION IV**);
5. Description of the City's outreach efforts, Project timeline and budget (**SECTION V**).

I. Project Description

A. Regional Location

The Project is located in the City of Moreno Valley in Riverside County. Moreno Valley is located approximately 60 miles east of the City of Los Angeles and is easily accessible by SR-60 and Interstate 215 (I-215). Adjacent communities include Riverside, Loma Linda, Beaumont, Yucaipa, Redlands, Grand Terrace, and Perris. (See Figure 1: Regional Project Location)

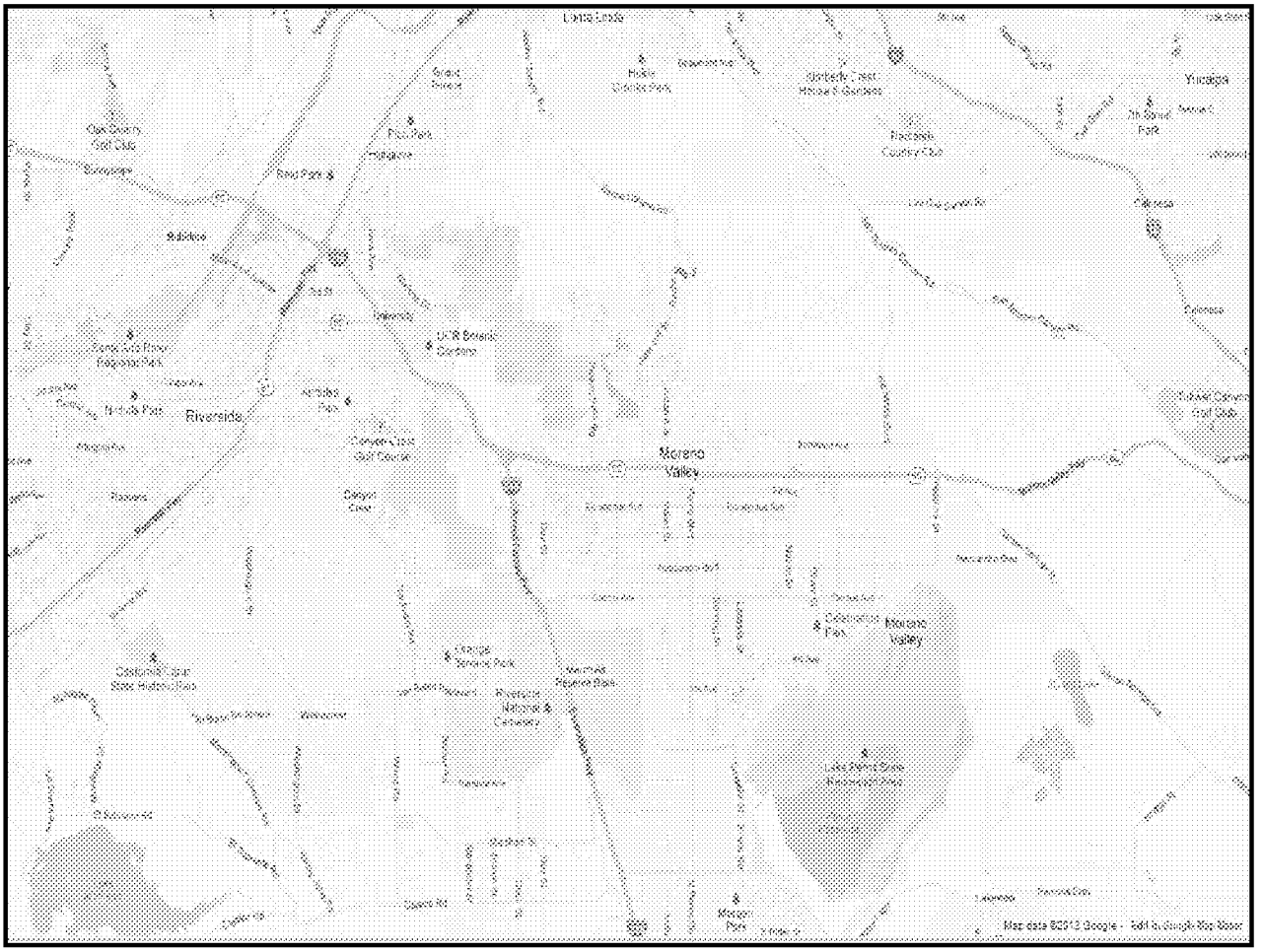

Figure 1: Regional Project Location

The Project site consists of the entire width of Nason Street from Cactus Avenue to Fir Avenue. (See Figure 2: Project Site Location and Description). The Project area of construction is approximately 28 acres.

Due to the nature of the proposed improvements and the impact on the subject property, there will be only one single-family dwelling that will need to be acquired.

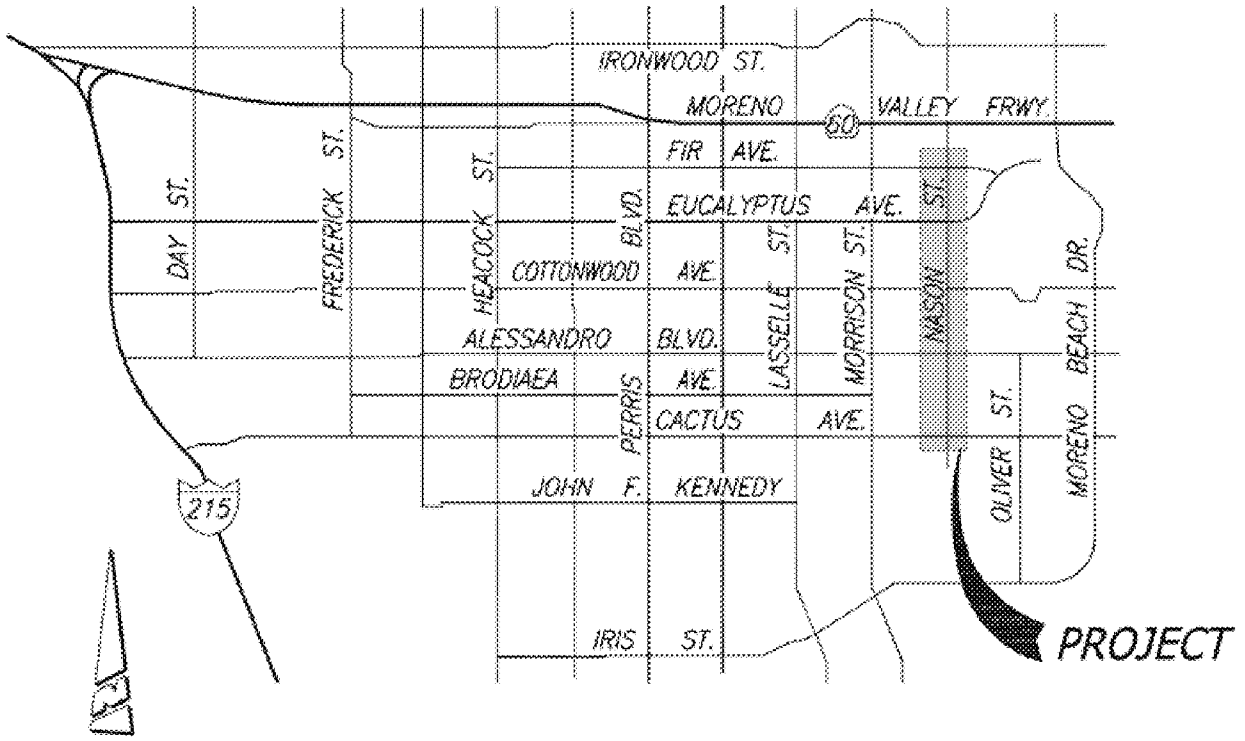

NASON STREET WIDENING PROJECT
CITY OF MORENO VALLEY

CACTUS AVENUE TO FIR AVENUE

FIGURE 2: PROJECT SITE LOCATION AND DESCRIPTION
SOURCE: THE THOMAS GUIDE, 2008 EDITION, SAN BERNARDINO AND RIVERSIDE COUNTIES – PAGE 718

B. General Demographic and Housing Characteristics

According to the 2010 U.S. Census, the population of the City of Moreno Valley is 193,365, and the population of the impacted Census Tract 426.22 is 4,107 (see **Table 1.**). Corresponding Census data concerning the housing mix is shown in **Table 2.**

Table 1: 2010 Census Population – City of Moreno Valley and Impacted Tract

Population	Tract 426.22	%	City	%
Total Population	4,107	100.0%	193,365	100.0%
White	1,430	34.8%	80,969	41.9%
Black or African American	789	19.2%	34,889	18.0%
American Indian or Alaska Native	38	0.9%	1,721	0.9%
Asian	635	15.5%	11,867	6.1%
Native Hawaiian or Other Pacific Islander	8	0.2%	1,117	0.6%
Some Other Race	953	23.2%	51,741	26.8%
Two or More Races	254	6.2%	11,061	5.7%
Hispanic or Latino (of Any Race)	1,816	44.2%	105,169	54.4%

Source: U.S. Census Bureau, QT-P3. Race, Hispanic or Latino, and Age: 2010.

Table 2: 2010 Census Housing Units – City of Moreno Valley and Impacted Tract

Type	Tract 426.22	%	City	%
Total Units	1,360	100.0%	55,559	100.0%
Owner-Occupied	651	47.9%	33,393	60.1%
Renter-Occupied	583	42.8%	18,199	32.8%
Vacant Housing Units	126	9.3%	3,967	7.1%
Available for Sale Only (of Total Vacant Units)	43	34.1%	1,196	30.1%
Available for Rent – Full Time Occupancy (of Total Vacant Units)	50	39.7%	1,486	37.5%
Sold or Rented – Not Occupied	12	9.5%	243	6.1%
Otherwise Not Available (e.g. seasonal, recreational, migratory, occasional use)	4	3.2%	131	3.3%
Other Vacant	17	13.5%	911	23.0%

Source: U.S. Census Bureau, QT-H1. General Housing Characteristics: 2010.

II. Assessment of Relocation Needs

A. Survey Method

To obtain information necessary for the preparation of this Plan, a personal interview with the residents to be permanently displaced was conducted in April 2013. The interviewer was successful in obtaining survey responses from the one occupied household in the Project area that is to be displaced. The data in this section of the Plan are based solely on the unsubstantiated responses of those individuals who participated in the survey.

Inquiries made of the residential occupants concerned household size and composition, income, rent and mortgage payments, length of occupancy, ethnicity, home language, physical disabilities, and replacement housing preferences. A sample of the residential interview form used in the interview process is presented as **Exhibit A** of this report.

B. Field Survey Data

1. *Current Occupants*

There is one residential household that will be relocated as part of the Project. At the time of the interview, based on data known for the one household to be displaced, there was one adult and three children (17 years or younger) onsite to be permanently displaced.

The project occupants reside in a SFR. Among the individual households to be displaced, there is one tenant-occupied household. The commonly accepted standard for housing density allows two persons per bedroom and one person in the common living area. Based on this criterion and available tenant data, there are no overcrowded units among the tenant-occupied households.

2. *Replacement Housing Needs*

Replacement housing needs, as expressed in this plan, are defined by the total number of required replacement units and distribution of those units by bedroom size. The projected number of required units by bedroom size is calculated by comparing survey data for household size with typical replacement housing occupancy standards. These standards, generally, allow for up to three persons in a one-bedroom unit, five persons in a two-bedroom unit, seven persons in a three-bedroom unit and nine or more persons in a four-bedroom unit.

Replacement units required for the displaced Project occupants include one three-bedroom SFR for rent.

3. *Income*

Income information was provided by the only tenant household. According to income standards for the County of Riverside (**Exhibit B**) adjusted for family size as published by the United States Department of Housing and Urban Development (HUD), the household qualifies as Very Low Income (39% of area median income).

4. *Ethnicity/Language*

Based on information from the single household who participated in the survey, the ethnicity stated was as Hispanic for the one household and the household reported English as their preferred language.

5. *Senior/Handicapped Households*

There are no known households identified with a senior head of household or spouse (62 years or older) in the Project. It was reported that a female child living in the household is a child with special needs that are due to behavioral issues.

6. *Preferred Relocation Areas*

The single household indicated that they preferred to remain within Riverside County in order to maintain current access to employment, schools, and family.

III. Relocation Resources

A. Methodology

For residential housing, a resource survey was initially conducted to identify available homes for rent and for sale within a ten-mile radius from the Project site and then expanding throughout the Moreno Valley area. The following source was utilized:

- Internet sources for rental and purchase opportunities, including the Multiple Listing Service.

B. Replacement Housing Availability

1. *Residential Rental Housing*

The rental replacement housing survey considered SFRs for rent in Moreno Valley. This data is summarized in **Table 3** below. The individual figures for number of units found by bedroom size are presented in the table alongside the number of units needed (shown in parentheses) to meet the re-housing obligations.

Table 3: Availability and Cost of Replacement Rental Housing

Bedroom Size	Three
# Found (# Needed)	74 (1)
Rent Range	$995 - $2,300
Median Rent	$1,647.50

The median rent amount shown in the table is among the figures used to make benefit and budget projections for the Plan. This amount is, naturally, subject to change according to the market rates prevailing at the time of displacement.

2. *Summary*

Considering the above described availability of replacement housing resources gathered in April 2013, there are adequate replacement resources for the residential occupants.

Based on survey results of rental opportunities and the tenants' current rent, the tenant occupants will likely not have an increase in monthly rent. However, possible increases, if any, will be met through the Agency's obligation under the relocation regulations, including Last Resort Housing (LHR) requirements. (See Section IV.E, Last Resort Housing).

C. Related Issues

1. *Concurrent Residential Displacement*

At this time, there are no other current public projects causing significant displacements underway in the City of Moreno Valley or adjacent communities which would compete with the Project for needed housing resources. The funding source is California Communities Gas Tax

Revenue Certificates of Participation (COPS), Series 2011B (Total Road Improvement Program [TRIP]). As shown in Tables 3 and 4, there are adequate resources available for replacement sites. No residential displacee will be required to move without both adequate notice and access to available affordable decent, safe and sanitary housing.

2. *Temporary Housing*

No need for temporary housing is anticipated.

IV. The Relocation Program

The City's Relocation Program is designed to minimize hardship, be responsive to unique project circumstances, emphasize maintaining personal contact with all affected individuals, consistently apply all regulatory criteria to formulate eligibility and benefit determinations and conform to all applicable requirements.

The City has retained Overland, Pacific & Cutler, Inc. ("OPC") to administer the Relocation Program. OPC has worked on more than 3,000 public acquisition and relocation projects over the past 32 years. Additionally, OPC has an extensive resume of redevelopment and public works projects undertaken in the City of Moreno Valley and other Southern California communities. Experienced City staff will monitor the performance of OPC and be responsible to approve or disapprove OPC recommendations concerning eligibility and benefit determinations and interpretations of the City's policy.

The Relocation Program consists of two principal constituents: Advisory Assistance and Financial Assistance.

A. Advisory Assistance

Individuals who will need to move from existing homes will receive advisory assistance. Advisory assistance services are intended to:

- inform displacees about the relocation program
- help in the process of finding appropriate replacement accommodations
- facilitate claims processing
- maintain a communication link with the City
- coordinate the involvement of outside service providers

To follow through on the advisory assistance component of the relocation program and assure that the City meets its obligations under the law, relocation staff will perform the following functions:

1. Distribute appropriate written information concerning the City's relocation program;
2. Inform eligible project occupants of the nature of, and procedures for, obtaining available relocation assistance and benefits (see **Exhibit C**);
3. Determine the needs of each residential displacee eligible for assistance;
4. Provide residential displacees with at least three referrals to comparable replacement housing within a reasonable time prior to displacement;
5. Maintain an updated database of available housing resources, and distribute referral information to displacees for the duration of the Project;
6. Provide transportation to residential displacees, if necessary, to inspect replacement sites within the local area;

7. Offer special assistance to help elderly or disabled displacees find housing near friends, relatives, medical facilities, services and convenient transportation;
8. Provide continuously updated referrals to potential replacement sites within a reasonable time prior to displacement,
9. Supply information concerning federal and state programs and other governmental programs providing assistance to displaced persons;
10. Assist each eligible displacee in the preparation and submission of relocation assistance claims;
11. Provide additional reasonable services necessary to successfully relocate occupants;
12. Make benefit determinations and payments in accordance with applicable law and the City's adopted relocation guidelines;
13. Assure that no occupant is required to move without a minimum of 90 days written notice to vacate. This notice could be part of, separate from, or be an Order for Immediate Possession issued from the Court;
14. Inform all persons, subject to displacement, of the City's policies with regard to eviction and property management;
15. Establish and maintain a formal grievance procedure for use by displaced persons seeking administrative review of the City's decision with respect to relocation assistance; and,
16. Provide assistance that does not result in different or separate treatment due to race, color, religion, national origin, sex, marital status or other arbitrary circumstances.

B. Relocation Benefits

Specific eligibility requirements and benefit plans will be detailed on an individual basis with all displacees. In the course of personal interviews and follow-up visits, each displacee will be counseled as to available options and the consequences of any choice with respect to financial assistance.

Relocation benefits will be paid to eligible displacees upon submission of required claim forms and documentation in accordance with the City's administrative procedures. The City may process advance payment requests from determined eligibility amounts to mitigate hardships for residential occupants who do not have access to sufficient funds to initially secure replacement housing such as paying an escrow deposit or first month's rent and security deposit. Approved requests will be processed expeditiously to help avoid the loss of desirable, appropriate replacement housing.

1. *Residential Moving Expense Payments*

All residential occupants to be relocated will be eligible to receive a payment for moving expenses. Moving expense payments will be made based upon the actual cost of a professional move or a fixed payment based on a room-count schedule.

a. *Actual Cost (Professional Move)*

The displacee may elect to retain the services of a licensed professional mover, in which case the City will pay the actual cost of moving services, based on the lower of at least two (2) acceptable bids. (The City may, at its discretion, solicit competitive bids to determine the lowest, reasonable move cost.) After the move is complete, the displacee may request a direct payment from the City to the mover.

b. *Fixed Payment (based on Room Count Schedule)*

The displacee may, while taking full responsibility for the move, elect to receive a fixed payment for moving expenses based on a room count in the displacement dwelling. The fixed payment is a one-time, all inclusive allowance that does not require back-up documentation. The current schedule for fixed payments is set forth in **Table 4**:

Table 4: Schedule of Fixed Moving Payments

Unfurnished Dwelling									
Room count	1	2	3	4	5	6	7	8	Each additional
Amount	$685	$880	$1,100	$1,295	$1,570	$1,815	$2,090	$2,365	$250
Furnished Dwelling									
Room count	1	each additional							
Amount	$450	$85							

Source: California Department of Transportation – June 2012

2. *Rental Assistance to Tenants Who Choose to Rent*

A tenant displaced from a dwelling may be entitled to a Replacement Housing Payment in the form of rental or downpayment assistance not-to-exceed $5,250 (prior to consideration of eligibility for Last Resort Housing benefits – see Section IV.E, Last Resort Housing), if the displacee:

1. Has actually and lawfully occupied the displacement dwelling for at least 90 days immediately prior to the initiation of negotiations; and
2. Has rented, or purchased, and occupied a decent, safe, and sanitary replacement dwelling within one year (unless the Agency extends this period for good cause) after the date he or she moves from the displacement dwelling.

Rental Assistance payment amounts are equal to 42 times the difference between the base monthly rent and the lesser of:

1. The monthly rent and estimated average monthly cost of utilities for a comparable replacement dwelling; or
2. The monthly rent and estimated average monthly cost of utilities for the decent, safe and sanitary replacement dwelling actually occupied by displaced person.

The base monthly rent for the displacement dwelling is the lesser of:

1. The average monthly cost for rent and utilities at the displacement dwelling 90 days prior to the offer on the property. For owner-occupants or households, which pay no rent, Fair Market Rent will be used as a substitute for actual rent; or
2. Thirty percent (30%) of the displaced person's average, monthly, adjusted gross household income. If a displacee refuses to provide appropriate evidence of income or is a dependent, the base monthly rent shall be determined to be the average monthly cost for rent and utilities at the displacement dwelling; or
3. The total of the amount designated for shelter and utilities if receiving a welfare assistance payment from a program that designated the amounts for shelter and utilities.

Table 5 illustrates the computation of a rental/downpayment assistance payment.

Table 5: Computation of Rental Assistance Payments (Tenants)

1. Old Rent	$650	Old Rent, plus Utility Allowance
		or
2. Ability to Pay	$700	30% of the Adjusted Gross Household Income*
3. Lesser of lines 1 **or** 2	$650	Base Monthly Rental
Subtract From:		
4. Actual New Rent	$750	Actual New Rent including Utility Allowance
		or
5. Comparable Rent	$775	Determined by Agency, includes Utility Allowance
6. Lesser of lines 4 **or** 5	$750	
7. Yields Monthly Need	$100	Subtract line 3 from line 6
8. Rental Assistance Payment	**$4,200**	**Multiply line 7 by 42 months**

*Gross income means the total amount of annual income of a household less the following: (1) a deduction for each dependent in excess of three; (2) a deduction of 10% of total income for the elderly or disabled head of household; (3) a deduction for recurring extraordinary medical expenses defined for this purpose to mean medical expenses in excess of 3% of total income, where not compensated for, or covered by insurance or other sources; (4) a deduction of reasonable amounts paid for the care of children or sick or incapacitate family members when determined to be necessary to employment of head of household or spouse, except that the amount shall not exceed the amount of income received by the person who would not otherwise be able to seek employment in the absence of such care.

3. *Downpayment Assistance to Tenants Who Choose to Purchase*

Displacees otherwise eligible to receive a Rental Assistance payment as previously described, may choose to utilize the full amount of their rental assistance eligibility amount (including Last Resort benefit) to purchase a home. Such payments shall be deposited directly into an escrow account with provisions that allow the Agency to recover its funds should the escrow be cancelled or not proceed in a timely manner. These funds can be used as a downpayment and/or to pay for eligible non-recurring closing costs.

4. *Payment to Non-Tenured Residential Tenants*

A residential tenant who has actually and lawfully occupied the displacement dwelling for less than 90 days immediately prior to the initiation of negotiations is entitled to receive a moving expense payment. Additionally, non-tenured residential tenants may qualify for a rental assistance payment under the provisions of Last Resort Housing assistance (see Section IV.E, Last Resort Housing). Such assistance is authorized when comparable replacement housing is not available at rental rates within the tenant's financial means (30% of gross monthly household income). Last Resort Housing assistance to non-tenured households is based solely on income.

C. Determination of Comparable Housing

Relocation staff will evaluate the cost of comparable replacement housing in the preparation of each individual Notice of Eligibility issued to residential displacees. For residential tenant occupants, the cost of comparable replacement housing will be determined by the comparative method.

D. General Information Regarding the Payment of Relocation Benefits

Claims and supporting documentation for relocation benefits must be filed with the City no later than 18 months after the date of displacement. The procedure for the preparation and filing of claims, and the processing and delivery of payments, will be as follows:

1. Claimant(s) will provide all necessary documentation to substantiate eligibility for assistance;
2. Relocation staff will review all necessary documentation including, but not limited to, income verification, lease documents and escrow material before reaching a determination as to which expenses are eligible for compensation;
3. Required claims forms will be prepared by relocation staff and presented to the claimant for review. Signed claims and supporting documentation will be returned to relocation staff and submitted to the City;
4. The City will review and approve claims for payment, or request additional information;
5. The City will issue benefit checks to claimants in the most secure, expeditious manner possible;

6. Final payments to residential displacees will be issued after confirmation that the Project premises have been completely vacated and actual residency at the replacement unit is verified;

7. Receipts of payment and all claims materials will be maintained in the relocation case file.

E. Last Resort Housing

Specifically, for renters, when the computed replacement housing assistance eligibility exceeds $5,250 or replacement dwelling monthly rental costs (including utilities and other reasonable recurring expenses) exceeds 30% of the person's average monthly income, Last Resort Housing will have to be provided.

Therefore, if the Project is to go forward, the City will authorize its funds or funds authorized for the Project to provide housing of last resort. Funds will be used to make payments in excess of the monetary limit specified in the statute ($5,250); hence, satisfying the requirement that "comparable replacement housing" is available.

A displaced tenant household will be entitled to consideration for supplementary benefits in the form of Last Resort Housing assistance when the computed replacement housing assistance eligibility exceeds $5,250 or replacement dwelling monthly rental costs (including utilities and other reasonable recurring expenses) exceed 30% of the person's average monthly income (financial means) or when a tenant fails to meet the 90-day occupancy requirement and comparable replacement rental housing is not available within the displaced person's financial means. Calculations of Last Resort rental assistance benefits for tenants who fail to meet the 90-day occupancy requirement will be based solely on household income. Non 90-day qualifiers must meet basic eligibility requirements applied to all other displacees.

The City may pay Last Resort Housing payments in installments or a lump sum. Recipients of Last Resort rental assistance, who intend to purchase rather than re-rent replacement housing, will have the right to request a lump sum payment of all benefits in the form of downpayment assistance.

F. Relocation Tax Consequences

California Government Code Section 7269 indicates no relocation payment received shall be considered as income for the purposes of the Personal Income Tax Law, Part 10 (commencing with Section 170 01) of Division 2 of the Revenue and Taxation Code, or the Bank and Corporation Tax law, Part 11 (commencing with Section 23001) of Division 2 of the Revenue and Taxation Code. Furthermore, federal regulations (49 CFR Part 24, Section 24.209) also indicate that no payment received under this part (Part 24) shall be considered as income for the purpose of the Internal Revenue Code of 1954, which has been redesignated as the Internal Revenue Code of 1986. No federal dollars are anticipated for this project. Therefore, federal regulations may not apply and the Internal Revenue Service (IRS) may consider relocation payments as income. The preceding statement is not tendered as legal advice in regard to tax consequences, and displacees should consult with their own tax advisor or legal counsel to determine the current status of such payments.

(IRS Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting marketing or recommending to another party any matters addressed herein)

V. Administrative Provisions

A. Notices

Each notice, which the City is required to provide to a Project occupant, shall be personally delivered or sent certified or registered first-class mail, return receipt requested and documented in the case file. Each notice will be written in plain, understandable language. Each notice will indicate the name and telephone number of a person who may be contacted for answers to questions and other needed help.

There are three principal notices:

1. the Information Statement
2. the Notice of Relocation Eligibility, and
3. the 90-Day Vacate Notice.

The Informational Statement is intended to provide potential relocatees with a general written description of the City's relocation program and basic information concerning benefits, conditions of eligibility, noticing requirements and appeal rights. (See **Exhibit C**)

A Notice of Relocation Eligibility (NOE) will be distributed to each residential relocatee. The NOE to residential relocatees contains a determination of eligibility for relocation assistance and a computation of a maximum entitlement based on information provided by the affected household and the analysis of comparable replacement properties undertaken by the relocation staff.

No lawful occupant will be required to move without having received at least 90 days advance written notice of the earliest date by which the move will be necessary. The 90-Day Vacate Notice will state a specific date as the earliest date by which the occupant may be required to move or state that the occupant will receive a further notice indicating, at least 60 days in advance, the specific date of the required move. The 90-Day Vacate Notice will not be issued to any residential displacee before a comparable replacement dwelling has been made available.

In addition to the three principal notices, relocation staff will issue timely written notification in the form of a Reminder Notice, which discusses the possible loss of rights and sets the expiration date for the loss of benefits to those persons who:

1. are eligible for monetary benefits
2. have moved from the acquired property, and
3. have not filed a claim for benefits.

Reminder Notices will be issued periodically throughout the qualification period. An attempt shall be made to make written contact with all non-responsive relocatees no later than within the last six months prior to the filing expiration date.

B. Privacy of Records

All information obtained from displacees is considered confidential and will not be shared without consent of the displacee or the City or as a requirement of a specific Public Records Request in accordance with State law. Relocation staff will comply with federal regulations concerning safeguarding of relocation files and their contents.

C. Grievance Procedures

The City's grievance policy will follow the standards described in Article 5 Section 6150, et seq. of the State guidelines. Briefly stated, displacees will have the right to ask for administrative review when they believe themselves aggrieved by a determination as to eligibility, the amount of payment, the failure to provide comparable replacement housing referrals or the City's property management practices.

Requests for review will be directed first to the Director of Public Works or an authorized designee of the City and subsequently to a formal Relocation Appeals Board, at the election of the appellant complainant. Details concerning the entire appeals process will be provided upon request.

D. Eviction Policy

The City recognizes that eviction is permissible only as a last resort, and that relocation records must be documented to reflect the specific circumstances surrounding any eviction. Eviction will only take place in cases of nonpayment of rent, serious violation of the rental agreement, a dangerous or illegal act in the unit, of if the household refuses all reasonable offers of alternate accommodation. In the event of an eviction for cause, the household may forfeit their eligibility for relocation benefits.

E. Citizen Participation

A community meeting regarding this Project phase was held on June 27, 2012 at the local high school that fronts Nason Street in the proposed Project area. As the process for considering the Project moves forward, the City will observe the following protocol:

1. Provide affected tenants with full and timely access to documents relevant to the relocation program;
2. Encourage meaningful participation in reviewing the Relocation Plan and monitoring the relocation assistance program;
3. Provide technical assistance necessary to interpret elements of the Relocation Plan and other pertinent materials;
4. Issue a general notice concerning the availability of the Plan for public review, as required, 30 days prior to its proposed approval; and
5. Include written or oral comments concerning the Plan as an attachment (**Exhibit D**) when it is forwarded to the City Council for approval.

F. Projected Date of Displacement

The City anticipates that a date specific Notice to Vacate will not be issued prior to **October 2013**. No resident will be required to vacate without a minimum of 90 days' notice. However, a resident may choose to vacate prior to a vacate notice being issued, once they have received their Notice of Eligibility, and be assured they will receive any replacement housing assistance and moving assistance to which they may be entitled.

G. Estimated Relocation Costs

The total budget estimate for relocation-related payments for this Project, including a 10 percent contingency, is **$63,060**.

The Estimated relocation budget does not include any payments related to property acquisition. In addition, the budget does not consider the cost of any services necessary to implement the Plan and complete the relocation element of the Project.

If the Project is to be implemented, and circumstances arise that should change either the number of displaced occupants, or the nature of their activity, the City will authorize any additional compensable funds that may need to be appropriated. The City pledges to appropriate, on a timely basis, the funds necessary to ensure the successful completion of the Project, including funds necessary for Last Resort Housing as indicated in Section IV.E, of this Plan to meet its obligation under the relocation regulations.

Exhibit A
Residential Relocation Interview Form

Residential Relocation Interview

Client/Project:	Case ID:		
Site Address:	Total occupants:	Interview Date:	☐ Unoccupied
City, St, ZIP:		Interviewer:	☐ No Contact

INDIVIDUAL OCCUPANTS (use additional pages as needed)

1. Name:	Gender: F M	Employer/School:			
Relationship (list 1): **HEAD OF HOUSEHOLD**	☐ ID verified	Income srce (list 2):	Income/empl. description:	Hire/start date:	Mo Income:
Lawful presence (list 3):	Date of birth:				
Phone/fax/email:	Move-in date:				
Notes/special needs:					
2. Name:	Gender: F M	Employer/School:			
Relationship (list 1):	☐ ID verified	Income srce (list 2):	Income/empl. description:	Hire/start date:	Mo Income:
Lawful presence (list 3):	Date of birth:				
Phone/fax/email:	Move-in date:				
Notes/special needs:					
3. Name:	Gender: F M	Employer/School:			
Relationship (list 1):	☐ ID verified	Income srce (list 2):	Income/empl. description:	Hire/start date:	Mo Income:
Lawful presence (list 3):	Date of birth:				
Phone/fax/email:	Move-in date:				
Notes/special needs:					
4. Name:	Gender: F M	Employer/School:			
Relationship (list 1):	☐ ID verified	Income srce (list 2):	Income/empl. description:	Hire/start date:	Mo Income:
Lawful presence (list 3):	Date of birth:				
Phone/fax/email:	Move-in date:				
Notes/special needs:					
5. Name:	Gender: F M	Employer/School:			
Relationship (list 1):	☐ ID verified	Income srce (list 2):	Income/empl. description:	Hire/start date:	Mo Income:
Lawful presence (list 3):	Date of birth:				
Phone/fax/email:	Move-in date:				
Notes/special needs:					
6. Name:	Gender: F M	Employer/School:			
Relationship (list 1):	☐ ID verified	Income srce (list 2):	Income/empl. description:	Hire/start date:	Mo Income:
Lawful presence (list 3):	Date of birth:				
Phone/fax/email:	Move-in date:				
Notes/special needs:					

DWELLING

Mailing Address:

City, St, ZIP:

Carbon Copy Address:

City, St, ZIP:

Dwelling Type (list 4):

Bedrooms:	Attic/Utility/Storage:	Approx Sq Ft:
Kitchen:	Basement:	Bathrooms:
Living/family rooms:	Garage:	Garage Spaces:
Dining room:	Other/Extra:	Carport Spaces:
Den/Office:	**Total physical and content rooms to move:**	Parking Spaces:
Total Rooms:		Number of cars:

Air Cond: ☐Central ☐Wall/Window ☐Heat Pump ☐Evap./Swamp ☐None

Heating: ☐FAU ☐Radiant ☐Hot Water ☐Space Htr ☐Solar ☐Heat Pump

Dwelling Condition: ☐ Good ☐ Fair ☐ Poor

Neighborhood Condition: ☐ Good ☐ Fair ☐ Poor

Amenities:

TENANT

Rent terms: ☐ Month-Month ☐ Lease, months left:

☐ Rent reduced in exchange for service ☐ Unit furnished by tenant

Monthly contract rent: $ Security deposit: $

Landlord/manager name/ph:

☐ Written rental agreement available? ☐ Rent receipts available?

☐ Receiving Section 8 or other housing assistance?

Caseworker name/ph:

Monthly tenant portion of rent: $

Annual family/child care expenses to allow work: $

Annual non-reimbursed medical expenses: $

Annual non-reimb. handicapped assistance expenses: $

Utilities paid by tenant:

☐ Gas: $

☐ Electric: $

☐ Water: $

☐ Sewer: $

☐ Trash: $

Pets:

Energy source:	Gas	Electr	Oil	Other
Cooking Stove:	☐	☐	☐	____
Water Heater:	☐	☐	☐	____
Space Heat:	☐	☐	☐	____
Air Conditioning:	☐	☐	☐	____

HOUSEHOLD

☐ Primary residence of all occupants? (If not, explain in notes)

☐ Can someone read/understand English? If not, language:

Race/Ethnicity: ☐ American Indian/Alaskan ☐ Asian ☐ Black/African-American ☐ Hawaiian/Pacific Islander ☐ Hispanic/Latino ☐ White ☐ Other ☐ Mixed

Subscribe to: ☐ Land phone ☐ TV service ☐ Internet

☐ Home-based business? (describe in notes)

☐ Rent rooms in dwelling? (describe in notes)

☐ On fixed income or public assistance? (describe in Occupants)

☐ Disabled occupants? (describe modifications/needs in Occupants)

Replacement site special needs (mark and describe in Notes)

☐ Employment access ☐ Shopping

☐ Public transport ☐ Religious

☐ Medical facilities/services ☐ Social/Public services

☐ School needs ☐ Relatives/Ethnic

☐ Childcare ☐ Other special needs

☐ All occupants to move to the same dwelling? (if not, explain in notes)

Replacement dwelling preference: ☐ Rent ☐ Buy

Can relocate from: ☐ Neighborhood ☐ City ☐ County ☐ State

Preferred relocation areas:

HOMEOWNER

Lot size (sq ft):	Date purchased:	Age (yrs):
☐ Own clear, no mortg/loans	☐ Negative equity	# of stories:

1st Loan Information	2nd Loan Information
Lender:	Lender:
Loan Type (list 5):	Loan Type (list 5):
Current % Rate:	Current % Rate:
Principal Balance: $	Principal Balance: $
Original Date:	Original Date:
Remaining months:	Remaining months:
Monthly P&I payment:	Monthly P&I payment:

MOBILE HOME

Pad space: ☐ Rent ☐ Own	Coach: ☐ Rent ☐ Own
Pad rent: $	Make/Model:
Coach length (ft):	Year:
Coach width (ft):	Decal #:

INTERVIEW NOTES (explain all special dwelling/household circumstances, including those noted on page 2)

1. Relation: Spouse, Child, Foster Child, Parent, Partner, Sibling, Aunt/Uncle, Cousin, Grandparent, Parent In-Law, Sibling In-Law, Other Relative, Roommate
2. Income: Wages/Salaries, Social Security/Disab/Pension, Child Support/Alimony, Welfare/TANF/AFDC, Family Subsidy/Gift, Business Income, Interest/Dividends, Unempl./Workers Comp, AF pay, EITC, Cash Income, Rent Reduction, Other
3. Legal Status: Unknown, Citizen/National, Lawful Other, NOT Lawful, Decline to provide.
4. Dwelling: SFR, Duplex, 3-Plex, 4-Plex, Apartment, Condo/Townhome, Hotel/Motel, Mobile Home, RV, Other
5. Loans: Fixed Mortgage, Adjustable Mortgage, Interest Only, Fixed HELOC, Adjustable HELOC, Reverse Mortgage, Other

I certify that all occupants have been identified above and that all information provided for this survey is true and complete to the best of my knowledge.

Claimant Name: Date: Signature:

Exhibit B
HUD Income Limits – Riverside County

State Income Limits for 2012

See instructions on last page to use income limits to determine applicant eligibility and calculate affordable housing cost and rent

County	Income Category	Number of Persons in Household 1	2	3	4	5	6	7	8
Riverside County	Extremely Low	14,100	16,100	18,100	**20,100**	21,750	23,350	24,950	26,550
4-Person	Very Low Income	23,450	26,800	30,150	**33,500**	36,200	38,900	41,550	44,250
Area Median Income	Lower Income	37,550	42,900	48,250	**53,600**	57,900	62,200	66,500	70,800
63,300	Median Income	44,300	50,650	56,950	**63,300**	68,350	73,450	78,500	83,550
	Moderate Income	53,150	60,750	68,350	**75,950**	82,050	88,100	94,200	100,250
Sacramento County	Extremely Low	16,000	18,300	20,600	**22,850**	24,700	26,550	28,350	30,200
4-Person	Very Low Income	26,650	30,450	34,250	**38,050**	41,100	44,150	47,200	50,250
Area Median Income	Lower Income	42,650	48,750	54,850	**60,900**	65,800	70,650	75,550	80,400
76,100	Median Income	53,250	60,900	68,500	**76,100**	82,200	88,300	94,350	100,450
	Moderate Income	63,900	73,050	82,150	**91,300**	98,600	105,900	113,200	120,500
San Benito County	Extremely Low	16,700	19,050	21,450	**23,800**	25,750	27,650	29,550	31,450
4-Person	Very Low Income	27,800	31,750	35,700	**39,650**	42,850	46,000	49,200	52,350
Area Median Income	Lower Income	44,450	50,800	57,150	**63,450**	68,550	73,650	78,700	83,800
79,300	Median Income	55,500	63,450	71,350	**79,300**	85,650	92,000	98,350	104,700
	Moderate Income	66,600	76,100	85,650	**95,150**	102,750	110,350	118,000	125,600
San Bernardino County	Extremely Low	14,100	16,100	18,100	**20,100**	21,750	23,350	24,950	26,550
4-Person	Very Low Income	23,450	26,800	30,150	**33,500**	36,200	38,900	41,550	44,250
Area Median Income	Lower Income	37,550	42,900	48,250	**53,600**	57,900	62,200	66,500	70,800
63,300	Median Income	44,300	50,650	56,950	**63,300**	68,350	73,450	78,500	83,550
	Moderate Income	53,150	60,750	68,350	**75,950**	82,050	88,100	94,200	100,250
San Diego County	Extremely Low	16,900	19,300	21,700	**24,100**	26,050	28,000	29,900	31,850
4-Person	Very Low Income	28,150	32,150	36,150	**40,150**	43,400	46,600	49,800	53,000
Area Median Income	Lower Income	45,000	51,400	57,850	**64,250**	69,400	74,550	79,700	84,850
75,900	Median Income	53,150	60,700	68,300	**75,900**	81,950	88,050	94,100	100,200
	Moderate Income	63,750	72,900	82,000	**91,100**	98,400	105,700	112,950	120,250
San Francisco County	Extremely Low	23,350	26,650	30,000	**33,300**	36,000	38,650	41,300	44,000
4-Person	Very Low Income	38,850	44,400	49,950	**55,500**	59,950	64,400	68,850	73,300
Area Median Income	Lower Income	62,200	71,050	79,950	**88,800**	95,950	103,050	110,150	117,250
103,000	Median Income	72,100	82,400	92,700	**103,000**	111,250	119,500	127,700	135,950
	Moderate Income	86,500	98,900	111,250	**123,600**	133,500	143,400	153,250	163,150
San Joaquin County	Extremely Low	13,950	15,950	17,950	**19,900**	21,500	23,100	24,700	26,300
4-Person	Very Low Income	23,250	26,550	29,850	**33,150**	35,850	38,500	41,150	43,800
Area Median Income	Lower Income	37,150	42,450	47,750	**53,050**	57,300	61,550	65,800	70,050
66,300	Median Income	46,400	53,050	59,650	**66,300**	71,600	76,900	82,200	87,500
	Moderate Income	55,700	63,650	71,600	**79,550**	85,900	92,300	98,650	105,000
San Luis Obispo County	Extremely Low	15,850	18,100	20,350	**22,600**	24,450	26,250	28,050	29,850
4-Person	Very Low Income	26,400	30,200	33,950	**37,700**	40,750	43,750	46,750	49,800
Area Median Income	Lower Income	42,250	48,250	54,300	**60,300**	65,150	69,950	74,800	79,600
75,400	Median Income	52,800	60,300	67,850	**75,400**	81,450	87,450	93,500	99,550
	Moderate Income	63,350	72,400	81,450	**90,500**	97,750	105,000	112,200	119,450

See instructions on last page to use these income limits to determine applicant eligibility and calculate affordable housin

Item No. A.9

Exhibit C
Residential Informational Brochure

Relocation Assistance Informational Statement for Families and Individuals

(CA State)

Displacing Agency:
City of Moreno Valley

Project Name:
Nason Street Widening Project

Displacing Agency Representative:

Overland, Pacific & Cutler, Inc.
2280 Market St., Suite 200
Riverside, CA 92501-2117
Phone: (951) 683-2353

Informational Statement Content:

1. General Information
2. Assistance In Locating A Replacement Dwelling
3. Moving Benefits
4. Replacement Housing Payment - Tenants And Certain Others
5. Section 8 Tenants
6. Replacement Housing Payment – Homeowners
7. Qualification For And Filing Of Relocation Claims
8. Last Resort Housing Assistance
9. Rental Agreement
10. Evictions
11. Appeal Procedures – Grievance
12. Tax Status of Relocation Benefits
13. Non-Discrimination and Fair Housing
14. Additional Information And Assistance Available

Spanish speaking agents are available. Si necesita esta información en español, por favor llame a su agente.

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1. GENERAL INFORMATION

The dwelling in which you now live is in a project area to be improved by, or financed through, the Displacing Agency using state and/or local funds. If and when the project proceeds, and it is necessary for you to move from your dwelling, you may be eligible for certain benefits. You will be notified in a timely manner as to the date by which you must move. Please read this information, as it will be helpful to you in determining your eligibility and the amount of the relocation benefits you may receive under the state law. You will need to provide adequate and timely information to determine your relocation benefits. The information is voluntary, but if you don't provide it, you may not receive the benefits or it may take longer to pay you. We suggest you save this informational statement for reference.

The Displacing Agency has retained the professional firm of **Overland, Pacific & Cutler, Inc. (OPC)** to provide relocation assistance to you. The firm is available to explain the program and benefits. Their address and telephone number is listed on the cover.

PLEASE DO NOT MOVE PREMATURELY. THIS IS NOT A NOTICE TO VACATE YOUR DWELLING. However, if you desire to move sooner than required, you must contact your agent at Overland, Pacific & Cutler, Inc., so you will not jeopardize any benefits. This is a general informational brochure only, and is not intended to give a detailed description of either the law or regulations pertaining to the Displacing Agency's relocation assistance program.

Please continue to pay your rent to your current landlord, otherwise you may be evicted and jeopardize the relocation benefits to which you may be entitled to receive. Once the Displacing Agency acquires the property, you will also be required to pay rent to the Displacing Agency.

2. ASSISTANCE IN LOCATING A REPLACEMENT DWELLING

The Displacing Agency, through its representatives, will assist you in locating a comparable replacement dwelling by providing referrals to appropriate and available housing units. You are encouraged to actively seek such housing yourself.

When a suitable replacement dwelling unit has been found, your relocation agent will carry out an inspection and advise you as to whether the dwelling unit meets decent, safe and sanitary housing requirements. A decent, safe and sanitary housing unit provides adequate space for its occupants, proper weatherproofing and sound heating, electrical and plumbing systems. Your new dwelling must pass inspection before relocation assistance payments can be authorized.

3. MOVING BENEFITS

If you must move as a result of displacement by the Displacing Agency, you will receive a payment to assist in moving your personal property. The actual, reasonable and necessary expenses for moving your household belongings may be determined based on the following methods:

- A Fixed Moving Payment based on the number of rooms you occupy (see below); **or**
- A payment for your Actual Reasonable Moving and Related Expenses based on at least two written estimates and receipted bills; **or**
- A combination of both (in some cases).

For example, you may choose a Self-Move, receiving a payment based on the Fixed Residential Moving Cost Schedule shown below, plus contract with a professional mover to transport your grand piano and /or other items that require special handling. In this case, there may be an adjustment in the number of rooms which qualify under the Fixed Residential Moving Cost Schedule.

A. **Fixed Moving Payment (Self-Move)**

A Fixed Moving Payment is based upon the number of rooms you occupy and whether or not you own your own furniture. The payment is based upon a schedule approved by the Displacing Agency, and ranges, for example, from $450.00 for one furnished room to $2,365.00 for eight rooms in an unfurnished dwelling. (For details see the table). Your relocation agent will inform you of the amount you are eligible to receive, if you choose this type of payment.

If you select a fixed payment, you will be responsible for arranging for your own move, and the Displacing Agency will assume no liability for any loss or damage of your personal property. A fixed payment also includes utility hook-ups and other related moving fees.

Fixed Moving Schedule CALIFORNIA (Effective 2012)	
Occupant Owns Furniture:	
1 room	$685
2 rooms	$880
3 rooms	$1,100
4 rooms	$1,295
5 rooms	$1,570
6 rooms	$1,815
7 rooms	$2,090
8 rooms	$2,365
Each additional room	$250
Occupant does NOT Own Furniture:	
1 room	$450
Each additional room	$85

B. **Actual Moving Expense (Professional Move)**

If you wish to engage the services of a licensed commercial mover and have the Displacing Agency pay the bill, you may claim the ACTUAL cost of moving your personal property up to 50 miles. Your relocation agent will inform you of the number of competitive moving bids (if any) which may be required, and assist you in developing a "mover" scope of services for Displacing Agency approval.

4. REPLACEMENT HOUSING PAYMENT - TENANTS AND CERTAIN OTHERS

You may be eligible for a payment of up to $5,250.00 to assist you in renting or purchasing a comparable replacement dwelling. In order to qualify, you must either be a tenant who has occupied the present dwelling for at least 90 days prior to the initiation of negotiations or an owner who has occupied the present dwelling between 90 and 180 days prior to the initiation of negotiations.

A. **Rental Assistance.** If you qualify, and **wish to rent** your replacement dwelling, your maximum rental assistance benefits will be based upon the difference over a forty-two (42) month period between the rent you must pay for a comparable replacement dwelling and the lesser of your current rent and estimated utilities or thirty percent (30%) of your gross monthly household income. You will be required to provide your relocation agent with monthly rent and household income verification prior to the determination of your eligibility for this payment.

- OR -

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B. **Down-payment Assistance.** If you qualify, and **wish to purchase** a home as a replacement dwelling, you can apply up to the total amount of your rental assistance payment towards the down-payment and non-recurring incidental expenses. Your relocation agent will clarify procedures necessary to apply for this payment.

Where a tenant is sharing a dwelling with an owner-occupant and paying the owner-occupant rent for the privilege, the tenant shall not be entitled to more than one-half of the rental assistance otherwise payable.

5. SECTION 8 TENANTS

When you do move, you may be eligible to transfer your Section 8 eligibility to a replacement site. In such cases, a comparable replacement dwelling will be determined based on your family composition at the time of displacement and the current housing program criteria. This may not be the size of the unit you currently occupy. Your relocation agent will provide counseling and other advisory services along with moving benefits.

6. REPLACEMENT HOUSING PAYMENT - HOMEOWNERS

A. If you own and occupy a dwelling to be purchased by the Displacing Agency for **at least 180 days** prior to the initiation of negotiations, you may be eligible to receive a payment of up to $22,500.00 to assist you in purchasing a comparable replacement unit. This payment is intended to cover the following items:

1. **Purchase Price Differential** - An amount which, when added to the amount for which the Displacing Agency purchased your property, equals the lesser of the actual cost of your replacement dwelling; **or** the amount determined by the Displacing Agency as necessary to purchase a comparable replacement dwelling. Your relocation agent will explain both methods to you.
2. **Mortgage Interest Differential** - The amount which covers the increased interest costs, if any, required to finance a replacement dwelling. Your relocation agent will explain limiting conditions.
3. **Incidental Expenses** - Those one time incidental costs related to purchasing a replacement unit, such as escrow fees, recording fees, and credit report fees. Recurring expenses such as prepaid taxes and insurance premiums are not compensable.

B. **Rental Assistance Option** - If you are an owner-occupant and choose to rent rather than purchase a replacement dwelling, you may be eligible for a rental assistance payment of up to the amount that you could have received under the Purchase Price Differential, explained above. The payment will be based on the difference between an economic rent of the dwelling you occupy and the rent you must pay for a comparable replacement dwelling.

If you receive a rental assistance payment, as described above, and later decide to purchase a replacement dwelling, you may apply for a payment equal to the amount you would have received if you had initially purchased a comparable replacement dwelling, less the amount you have already received as a rental assistance payment.

7. QUALIFICATION FOR, AND FILING OF, RELOCATION CLAIMS

To qualify for a Replacement Housing Payment, you must rent or purchase and occupy a comparable replacement unit **within one year from the following**:

- For a tenant, the date you move from the displacement dwelling.
- For an owner-occupant, the latter of:
  a. The date you receive final payment for the displacement dwelling, or, in the case of condemnation, the date the full amount of estimated just compensation is deposited in court,: **or**
  b. The date you move from the displacement dwelling.

All claims for relocation benefits must be filed with the Displacing Agency **within eighteen (18) months** from the date on which you receive final payment for your property, or the date on which you move, whichever is later.

8. LAST RESORT HOUSING ASSISTANCE

If comparable replacement dwellings are not available when you are required to move, or if replacement housing is not available within the monetary limits described above, the Displacing Agency will provide Last Resort Housing assistance to enable you to rent or purchase a replacement dwelling on a timely basis. Last Resort Housing assistance is based on the individual circumstances of the displaced person. Your relocation agent will explain the process for determining whether or not you qualify for Last Resort assistance.

If you are a tenant, and you choose to purchase rather than rent a comparable replacement dwelling, the entire amount of your rental assistance and Last Resort eligibility must be applied toward the down-payment and eligible incidental expenses of the home you intend to purchase.

9. RENTAL AGREEMENT

As a result of the Displacing Agency's action to purchase the property where you live, you may become a tenant of the Displacing Agency. If this occurs, you will be asked to sign a rental agreement which will specify the monthly rent to be paid, when rent payments are due, where they are to be paid and other pertinent information.

10. EVICTIONS

Any person, who occupies the real property and is not in unlawful occupancy, is presumed to be entitled to relocation benefits. Except for the causes of eviction set forth below, no person lawfully occupying property to be purchased by the Agency will be required to move without having been provided with at least 90 days written notice from the Agency. Eviction will be undertaken only in the event of one or more of the following reasons:

- Failure to pay rent; except in those cases where the failure to pay is due to the lessor's failure to keep the premises in habitable condition, is the result of harassment or retaliatory action or is the result of discontinuation or substantial interruption of services;
- Performance of dangerous illegal act in the unit;
- Material breach of the rental agreement and failure to correct breach within the legally prescribed notice period;
- Maintenance of a nuisance and failure to abate within a reasonable time following notice;

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- Refusal to accept one of a reasonable number of offers of replacement dwellings; or
- The eviction is required by State or local law and cannot be prevented by reasonable efforts on the part of the public entity.

11. APPEAL PROCEDURES - GRIEVANCE

Any person aggrieved by a determination as to eligibility for, or the amount of, a payment authorized by the Displacing Agency's Relocation Assistance Program may have the appeal application reviewed by the Displacing Agency in accordance with its appeals procedure. Complete details on appeal procedures are available upon request from the Displacing Agency.

12. TAX STATUS OF RELOCATION BENEFITS

California Government Code Section 7269 indicates no relocation payment received shall be considered as income for the purposes of the Personal Income Tax Law, Part 10 (commencing with Section 170 01) of Division 2 of the Revenue and Taxation Code, or the Bank and Corporation Tax law, Part 11 (commencing with Section 23001) of Division 2 of the Revenue and Taxation Code. Furthermore, federal regulations (49 CFR Part 24, Section 24.209) also indicate that no payment received under this part (Part 24) shall be considered as income for the purpose of the Internal Revenue Code of 1954, which has been redesignated as the Internal Revenue Code of 1986. No federal dollars are anticipated for this project. Therefore, federal regulations may not apply and the IRS may consider relocation payments as income. The preceding statement is not tendered as legal advice in regard to tax consequences, and displacees should consult with their own tax advisor or legal counsel to determine the current status of such payments.

(IRS Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting marketing or recommending to another party any matters addressed herein)

13. NON-DISCRIMINATION AND FAIR HOUSING

No person shall on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Displacing Agency's relocation assistance program pursuant to Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, and other applicable state and federal anti-discrimination and fair housing laws. You may file a complaint if you believe you have been subjected to discrimination. For details contact the Displacing Agency.

14. ADDITIONAL INFORMATION AND ASSISTANCE AVAILABLE

Those responsible for providing you with relocation assistance hope to assist you in every way possible to minimize the hardships involved in relocating to a new home. Your cooperation will be helpful and greatly appreciated. If you have any questions at any time during the process, please do not hesitate to contact your relocation agent at Overland, Pacific & Cutler.

Exhibit D
Public Comments And Response

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MV00212790

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: August 27, 2013

TITLE: RIGHT OF WAY EASEMENTS (APNS 487-470-023 AND 487-470-026) AND DRAINAGE EASEMENT (APN 487-470-023) FOR THE NASON STREET FROM CACTUS AVENUE TO FIR AVENUE STREET IMPROVEMENT PROJECT
PROJECT NO. 801 0001 70 77

RECOMMENDED ACTION

Recommendations:

1. Adopt Resolution No. 2013-69 granting a roadway easement on City owned parcels fronting the west side of Nason Street between Alessandro Boulevard and Cottonwood Avenue known as Assessor Parcel Numbers 487-470-023 and 487-470-026.

2. Authorize the granting of roadway easements for the City owned parcels known as Assessor Parcel Numbers 487-470-023 and 487-470-026.

3. Direct the City Clerk to forward the Resolution to the Mayor for execution and the roadway Easement Deeds to the Public Works Director/City Engineer for execution and to forward the documents to the County Recorder's office for recordation for Assessor Parcel Numbers 487-470-023 and 487-470-026.

4. Adopt Resolution No. 2013-70 granting a drainage easement on a City owned parcel on the northwest corner of Alessandro Boulevard and Nason Street known as Assessor Parcel Number 487-470-023.

5. Authorize the granting of a drainage easement for the City owned parcel known as Assessor Parcel Number 487-470-023.

6. Direct the City Clerk to forward the Resolution for Assessor Parcel Number 487-470-023 to the Mayor for execution and the Drainage Easement to the Public Works Director/City Engineer for execution and to forward the documents to the County Recorder's office for recordation for Assessor Parcel Number 487-470-023.

BACKGROUND

The Nason Street Improvement Project proposes to construct improvements along Nason Street from Cactus Avenue to Fir Avenue for a 4-Lane Divided Arterial Augmented Parkway with 120-foot right of way and 86-foot roadway width. The improvements will include curb and gutter, sidewalk, street lights, drainage facilities, and undergrounding of overhead utilities. Traffic signal modifications will be constructed at intersections with existing traffic signs and a new traffic signal at Medical Center Drive will also be completed.

On November 27, 2012, the environmental document, a Mitigated Negative Declaration (MND), was approved by City Council. On December 4, 2012, the Notice of Determination for the MND was filed with the Riverside County Clerk. The project is currently in the design and right of way phases.

DISCUSSION

In order to construct the proposed Nason Street Widening improvements, right of way is required from Assessor Parcel Numbers (APNs) 487-470-023 and 487-470-026, which are owned by the City of Moreno Valley. The two parcels are located on the west side of Nason Street between Alessandro Boulevard and Cottonwood Avenue. The appropriate manner for the City to grant any easements to itself is by both resolution and easement deeds. Once the Mayor executes the resolution and the easement deeds are executed by the Public Works Director/City Engineer, the documents will be recorded with the County Recorder to memorialize the roadway easements.

A drainage easement is also required from APN 487-470-026, which, as stated earlier, is owned by the City of Moreno Valley. The proposed drainage easement is located on the northwest corner of Nason Street and Alessandro Boulevard. Similarly, a resolution and drainage easement is recommended for the City to grant the easement to itself. As such, once the Mayor executes the resolution and the easement deed is executed by the Public Works Director/City Engineer, the documents will be recorded with the County Recorder to memorialize the drainage easement.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this Staff Report. *This alternative will allow the City to acquire right of way needed for construction of this essential project.*

2. Do not approve and authorize the recommended actions as presented in this Staff Report. *This alternative will not allow the City to acquire right of way needed for construction of this essential project, thereby potentially causing the City to pay for the right of way in the future should the property be sold prior to the construction of the improvements.*

FISCAL IMPACT

Because the City owns the property from which it requires the subject easements, there is no acquisition cost associated with the recommended actions. The design and construction of the project is funded with the proceeds from the California Communities Gas Tax Revenue Certificates of Participation (COPS), Series 2011B (TRIP – Total Road Improvement Program) in the amount of $15 Million (overall project budget). These funds have been allocated for the Nason Street from Cactus Avenue to Fir Avenue Street Improvement project and cannot be utilized for operational activities. There is no fiscal impact to the City's General Fund.

ESTIMATED PROJECT COSTS:

Remaining Design and Design Management Costs	$550,000
Right of Way	$1,450,000
Utility Relocation Costs (including SCE Engineering Deposit)*	$2,300,000
Construction and Construction Management Costs	$10,000,000
Total Estimated Project Costs	$14,300,000

*An additional $850,000 of separate SCE Rule 20A funds is also estimated for Utility Relocation

CITY COUNCIL GOALS

Public Safety:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

Public Facilities and Capital Projects:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

Positive Environment:
Create a positive environment for the development of Moreno Valley's future.

ATTACHMENTS

Attachment 1: Location Map – Roadway and Drainage Easements
Attachment 2: Proposed Resolution – Roadway Easements
Attachment 3: Easement Deed - Roadway Easement (APN 487-470-023)
Attachment 4: Easement Deed - Roadway Easement (APN 487-470-026)
Attachment 5: Proposed Resolution – Drainage Easement
Attachment 6: Drainage Easement - (APN 487-470-023)

Prepared By:
Lorenz R. Gonzales
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

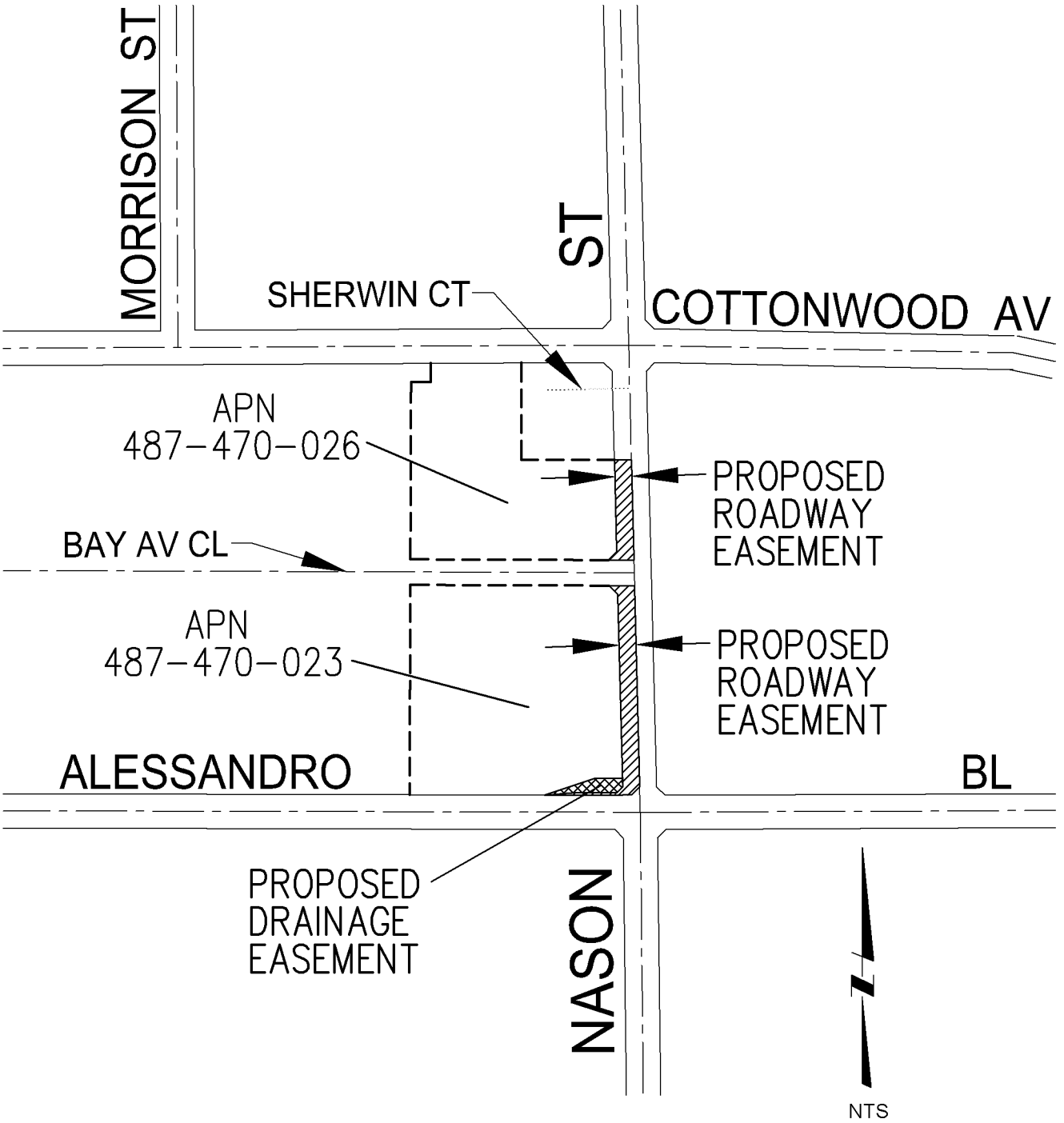

LOCATION MAP

Public Works Department Capital Projects Division	NASON STREET FROM CACTUS AVENUE TO FIR AVENUE STREET IMPROVEMENT PROJECT ROADWAY AND DRAINAGE EASEMENTS PROJECT NUMBER 801 0001 70 77
Scale: None	
ATTACHMENT 1	

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MV00212796

RESOLUTION NO. 2013-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, GRANTING A PUBLIC ROADWAY EASEMENT ON CITY OWNED PARCELS FRONTING THE WEST SIDE OF NASON STREET BETWEEN ALESSANDRO BOULEVARD AND COTTONWOOD AVENUE

WHEREAS, the City of Moreno Valley owns two vacant land parcels identified as APNs 487-470-023 AND 487-470-026 fronting the west side of Nason Street between Alessandro Boulevard and Cottonwood Avenue; and

WHEREAS, these parcels may be developed in the future; and

WHEREAS, the City of Moreno Valley wishes to grant easement right of way for public highway purposes, including public utilities, private utilities permitted by the City, and public service facilities over, under, upon, across and within the real property, for future public use, which dedication is specifically described as:

Parcel One (APN 487-470-023): as described in the legal description marked Exhibit A and depicted on the plat map marked Exhibit B attached to the Resolution and incorporated herein by this reference; and

Parcel Two (APN 487-470-026): as described in the legal description marked Exhibit C and depicted on the plat map marked Exhibit D attached to the Resolution and incorporated herein by this reference; and

WHEREAS, the City of Moreno Valley City Council considers this grant of easement to be in the best interest of the City of Moreno Valley and of the public.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The grant of easement as described above and depicted on Exhibits A through D attached to this Resolution are hereby approved.

2. The Mayor and City Clerk are hereby authorized to and directed to execute the Resolution and the Public Works Director/City Engineer is hereby authorized to and directed to execute the associated Easements Deeds on behalf of the City and record all such documents with the County Recorder.

3. This Resolution shall become effective immediately upon adoption.

APPROVED AND ADOPTED this 27th day of August, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-69 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 27th day of August, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

EXHIBIT A

Legal Description

POR. APN 487-470-023

IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BEING THAT PORTION OF LOTS 1 AND 8 IN BLOCK 104 OF MAP NO. 1 BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY AS FILED IN MAP BOOK 11, PAGE 10 THEREOF IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY CALIFORNIA DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1;

THENCE SOUTH 00°25'47" WEST ALONG THE EAST LINES OF SAID LOTS 1 AND 8, A DISTANCE OF 1123.96 FEET TO THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL CONVEYED TO THE COUNTY OF RIVERSIDE BY DOCUMENT RECORDED APRIL 20, 1976 AS INSTRUMENT NO. 1976-52387, OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY;

THENCE SOUTH 20°59'02" WEST, ALONG SAID NORTHWEST LINE A DISTANCE OF 102.52 FEET TO THE SOUTH LINE OF SAID LOT 8;

THENCE NORTH 89°33'53" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 459.03 FEET;

THENCE LEAVING SAID SOUTH LINE, NORTH 84°43'29" EAST A DISTANCE OF 140.70 FEET TO A LINE THAT IS PARALLEL AND 14.00 FEET NORTH AS MEASURED AT RIGHT ANGLES FROM SAID SOUTH LINE;

THENCE SOUTH 89°33'53" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 271.02 FEET;

THENCE NORTH 38°28'49" EAST A DISTANCE OF 29.21 FEET TO A LINE THAT IS PARALLEL AND 66.00 FEET WEST AS MEASURED AT RIGHT ANGLES FROM SAID EAST LINE OF LOT 8;

THENCE NORTH 00°25'47" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 281.51 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 517.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°54'58" AN ARC DISTANCE OF 53.38 FEET;

THENCE NORTH 06°20'45" EAST 35.75 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1983.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°54'58" AN ARC DISTANCE OF 204.76 FEET TO A LINE THAT IS PARALLEL AND 49.00 FEET WEST AS MEASURED AT RIGHT ANGLES FROM SAID EAST LINE OF LOT 1;

THENCE NORTH 00°25'47" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 186.30 FEET;

THENCE NORTH 00°08'35" WEST 300.01 FEET TO A LINE THAT IS PARALLEL AND 52.00 FEET WEST AS MEASURED AT RIGHT ANGLES FROM SAID EAST LINE OF LOT 1;

THENCE NORTH 00°25'47" EAST ALONG SAID PARALLEL LINE A DISTANCE OF104.91 FEET;

THENCE NORTH 46°12'25" WEST A DISTANCE OF 24.76 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1, SAID POINT BEING 70.00 FEET WEST ALONG SAID NORTH LINE FROM SAID NORTHEAST CORNER OF LOT 1;

THENCE SOUTH 89°33'43" EAST ALONG SAID NORTH LINE OF LOT 1 A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING;

AREA = 71,684 SF OR 1.646 ACRES

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYORS ACT.

MARK S. BROWN, L.S. 5655	2/4/2013 DATE	J.M PREP

LICENSED LAND SURVEYOR
MARK S. BROWN
L.S. #5655
STATE OF CALIFORNIA

Plat Map

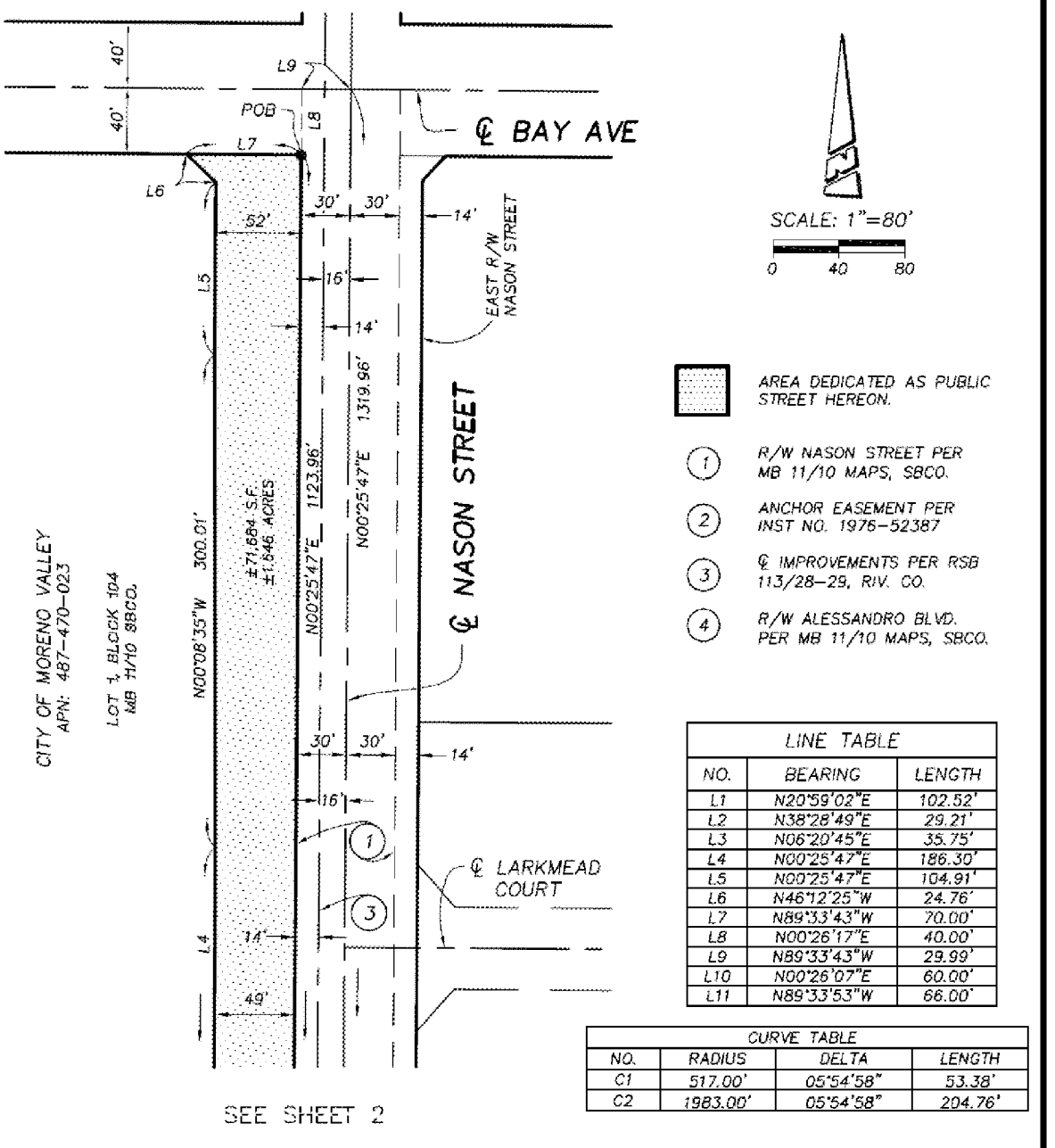

LINE TABLE

NO.	BEARING	LENGTH
L1	N20°59'02"E	102.52'
L2	N38°28'49"E	29.21'
L3	N06°20'45"E	35.75'
L4	N00°25'47"E	186.30'
L5	N00°25'47"E	104.91'
L6	N46°12'25"W	24.76'
L7	N89°33'43"W	70.00'
L8	N00°26'17"E	40.00'
L9	N89°33'43"W	29.99'
L10	N00°26'07"E	60.00'
L11	N89°33'53"W	66.00'

CURVE TABLE

NO.	RADIUS	DELTA	LENGTH
C1	517.00'	05°54'58"	53.38'
C2	1983.00'	05°54'58"	204.76'

PROACTIVE ENGINEERING CONSULTANTS

CITY OF MORENO VALLEY

EXHIBIT "B" – PUBLIC STREET DEDICATION
NASON STREET

Z:\06.170.000_MV_NASON STREET\SURVEY\DRAWINGS\RW_CITY_MV-TAKE_EXHIBIT-B.DWG | DATE: 2/4/13 | J.N. 06.170.000 | SHEET 1 OF 3

6
Resolution No. 2013-69
Date Adopted: August 27, 2013

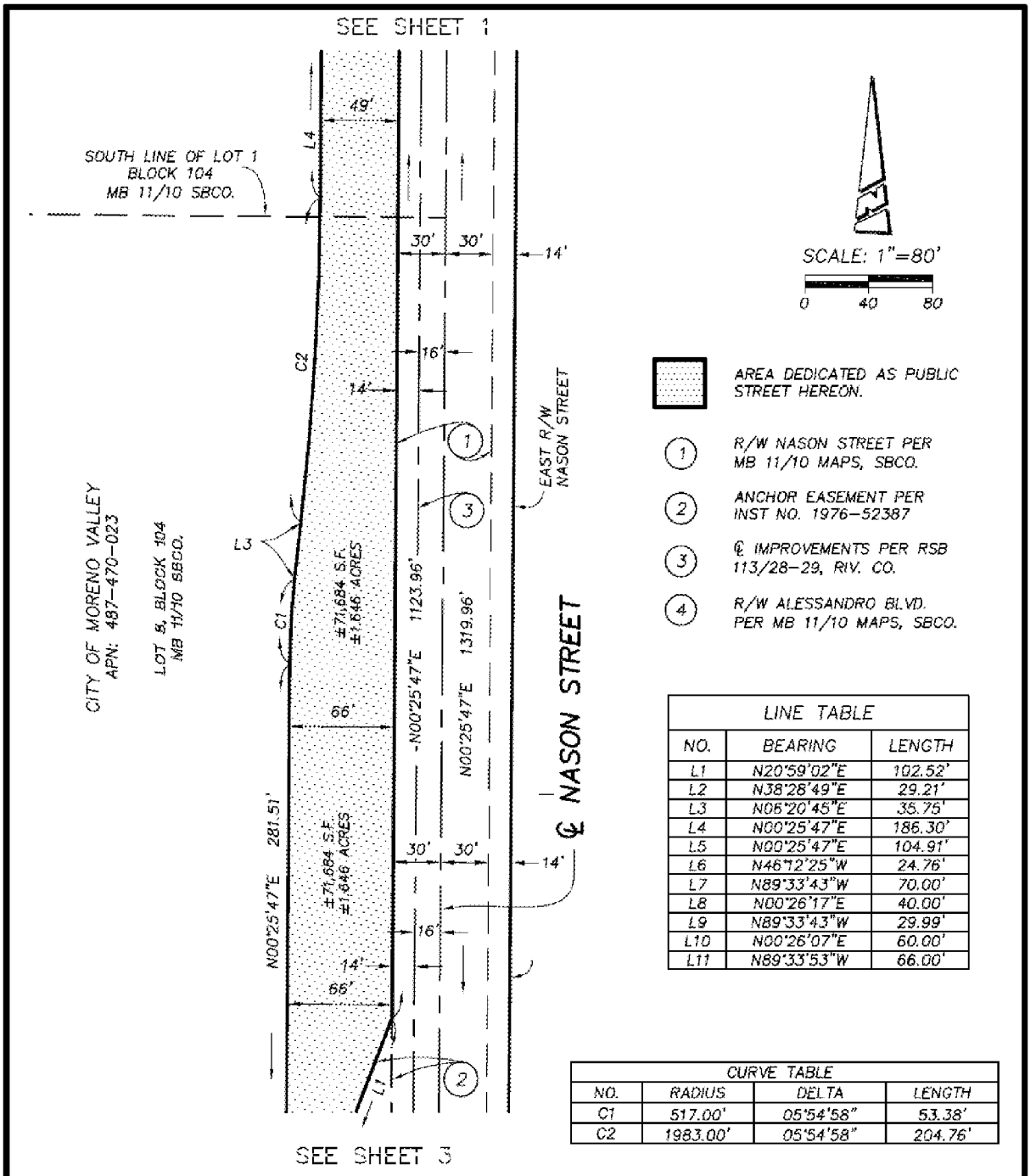

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L4	N00°25'47"E	186.30'
L5	N00°25'47"E	104.91'
L6	N46°12'25"W	24.76'
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L9	N89°33'43"W	29.99'
L10	N00°26'07"E	60.00'
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CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	517.00'	05°54'58"	53.38'
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PROACTIVE ENGINEERING CONSULTANTS

CITY OF MORENO VALLEY

EXHIBIT "B" – PUBLIC STREET DEDICATION
NASON STREET

Z:\06.170.000_MV_NASON STREET\SURVEY\DRAWINGS\RW_CITY_MV-TAKE_EXHIBIT-B.DWG | DATE: 2/4/13 | J.N. 06.170.000 | SHEET 2 OF 3

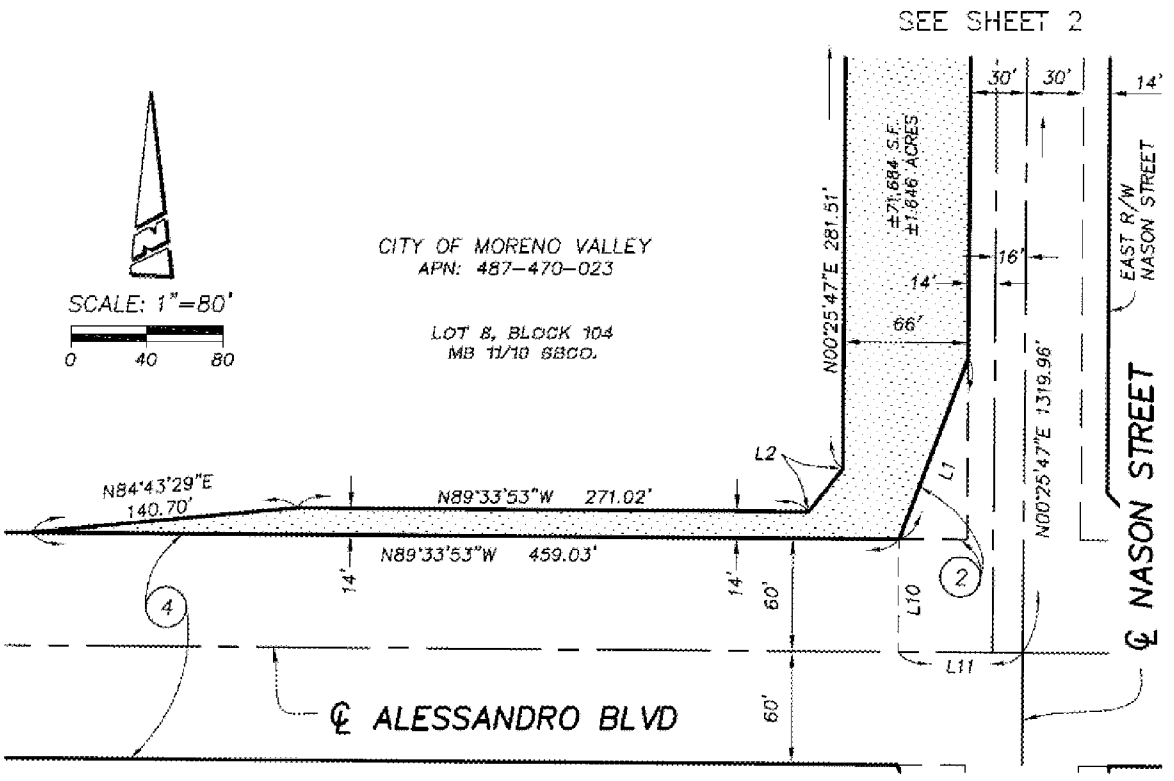

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L5	N00°25'47"E	104.91'
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L7	N89°33'43"W	70.00'
L8	N00°26'17"E	40.00'
L9	N89°33'43"W	29.99'
L10	N00°26'07"E	60.00'
L11	N89°33'53"W	66.00'

AREA DEDICATED AS PUBLIC STREET HEREON.

1. R/W NASON STREET PER MB 11/10 MAPS, SBCO.
2. ANCHOR EASEMENT PER INST NO. 1976-52387
3. ℄ IMPROVEMENTS PER RSB 113/28-29, RIV. CO.
4. R/W ALESSANDRO BLVD. PER MB 11/10 MAPS, SBCO.

LICENSED LAND SURVEYOR
MARK S. BROWN
L.S. 5655
STATE OF CALIFORNIA

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	517.00'	05°54'58"	53.38'
C2	1983.00'	05°54'58"	204.76'

MARK S. BROWN L.S. 5655
LICENSE EXPIRES 9/30/13

PROACTIVE ENGINEERING CONSULTANTS

CITY OF MORENO VALLEY

EXHIBIT "B" – PUBLIC STREET DEDICATION
NASON STREET

Z:\06.170.000_MV_NASON STREET\SURVEY\DRAWINGS\RW_CITY_MV-TAKE_EXHIBIT-B.DWG | DATE: 2/4/13 | J.N. 06.170.000 | SHEET 3 OF 3

8
Resolution No. 2013-69
Date Adopted: August 27, 2013

EXHIBIT C

Legal Description

POR. APN 487-470-026

IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BEING THAT PORTION OF LOT 8 IN BLOCK 93 OF MAP NO. 1 BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY AS FILED IN MAP BOOK 11, PAGE 10 THEREOF IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY CALIFORNIA DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 8;

THENCE SOUTH 00°25'47" WEST, ALONG THE EASTERLY LINE OF SAID LOT 8, A DISTANCE OF 619.98 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE, ALONG THE SOUTHERLY LINE OF SAID LOT 8, NORTH 89°33'43" WEST, A DISTANCE OF 70.00 FEET;

THENCE NORTH 47°03'59" EAST, A DISTANCE OF 24.76 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 52.00 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF SAID LOT 8;

THENCE, ALONG SAID PARALLEL LINE, NORTH 00°25'47" EAST, A DISTANCE OF 602.97 FEET TO THE NORTHERLY LINE OF SAID LOT 8;

THENCE, ALONG SAID NORTHERLY LINE, SOUTH 89°33'40" EAST, A DISTANCE OF 52.00 FEET TO THE POINT OF BEGINNING.

AREA = 32,392 SF OR 0.744 ACRES

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYORS ACT.

MARK S. BROWN, L.S. 5655
LICENSE EXPIRES 9/30/13

2/4/2013 DATE

J.M. PREP

LICENSED LAND SURVEYOR
MARK S. BROWN
L.S. #5655
STATE OF CALIFORNIA

Page 1 of 1

Plat Map

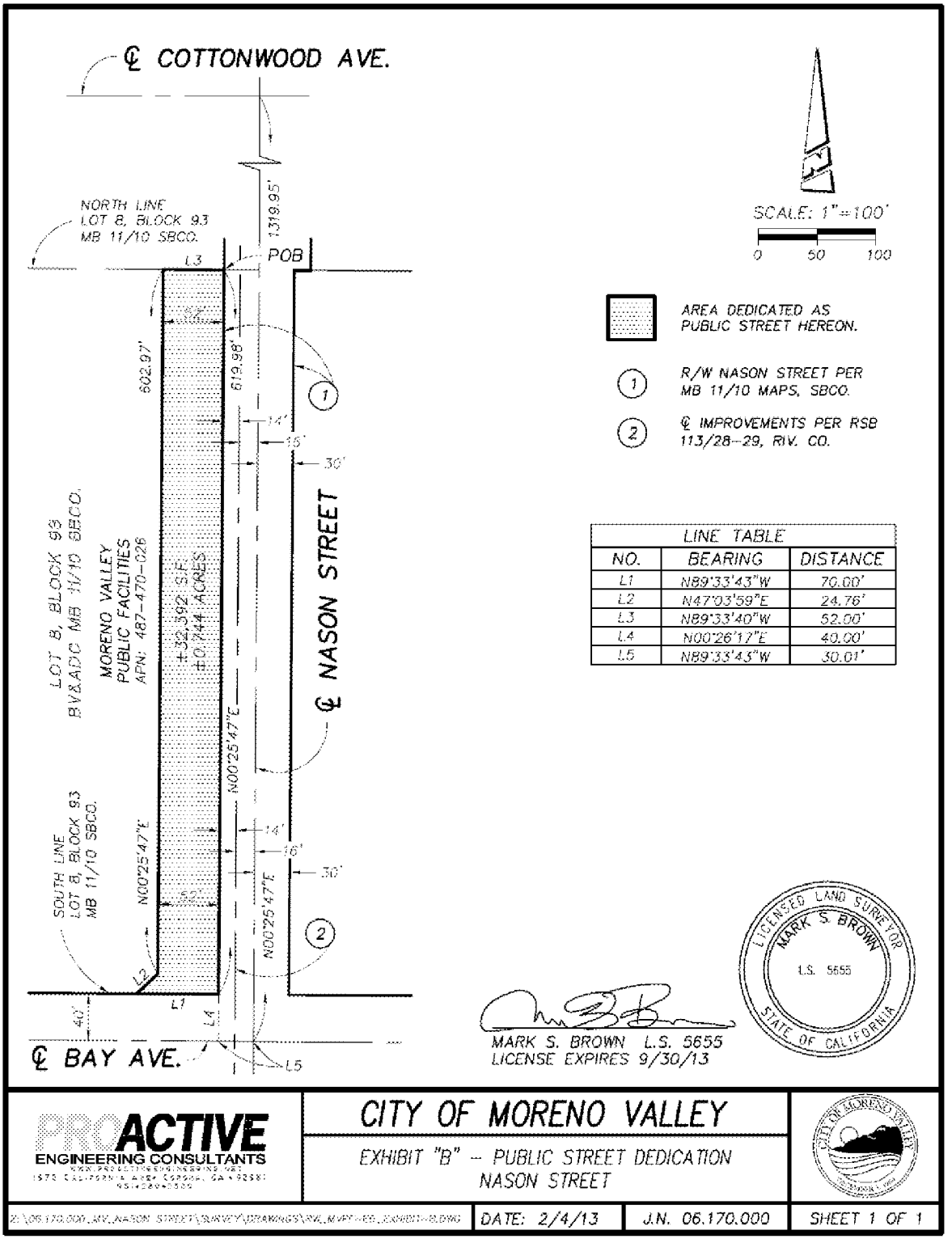

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N89°33'43"W	70.00'
L2	N47°03'59"E	24.76'
L3	N89°33'40"W	52.00'
L4	N00°26'17"E	40.00'
L5	N89°33'43"W	30.01'

Recording requested by and when
recorded, mail to:
City Clerk
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

Exempt from Recording Fee
Govt. Code Sec. 6103
City of Moreno Valley

A.P.N 487-470-023

(Space above this line for Recorder's use)
DOCUMENTARY TRANSFER TAX IS NONE.
Public Agency exempt.
Revenue and Taxation Code Section 11922

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the City of Moreno Valley herein called GRANTOR, hereby conveys to the CITY OF MORENO VALLEY herein called City, the right, power, privilege, and perpetual easement and right of way for public highway purposes, including public utilities, private utilities permitted by the City, and public service facilities over, under, upon, across, and within the real property in the City of Moreno Valley, County of Riverside, State of California, described on the attached Exhibit A, and as illustrated on the plat hereto and marked Exhibit B. IN WITNESS WHEREOF, this instrument has been executed this _____ day of _____, 2013.

GRANTOR:

City of Moreno Valley, a municipal corporation

By: _____

STATE OF CALIFORNIA
County of _____
On _____ before me, _____, Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

LEGAL DESCRIPTION

POR. APN 487-470-023

IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BEING THAT PORTION OF LOTS 1 AND 8 IN BLOCK 104 OF MAP NO. 1 BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY AS FILED IN MAP BOOK 11, PAGE 10 THEREOF IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY CALIFORNIA DESCRIBED AS FOLLOWS:

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THENCE LEAVING SAID SOUTH LINE, NORTH 84°43'29" EAST A DISTANCE OF 140.70 FEET TO A LINE THAT IS PARALLEL AND 14.00 FEET NORTH AS MEASURED AT RIGHT ANGLES FROM SAID SOUTH LINE;

THENCE SOUTH 89°33'53" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 271.02 FEET;

THENCE NORTH 38°28'49" EAST A DISTANCE OF 29.21 FEET TO A LINE THAT IS PARALLEL AND 66.00 FEET WEST AS MEASURED AT RIGHT ANGLES FROM SAID EAST LINE OF LOT 8;

THENCE NORTH 00°25'47" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 281.51 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 517.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°54'58" AN ARC DISTANCE OF 53.38 FEET;

THENCE NORTH 06°20'45" EAST 35.75 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1983.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°54'58" AN ARC DISTANCE OF 204.76 FEET TO A LINE THAT IS PARALLEL AND 49.00 FEET WEST AS MEASURED AT RIGHT ANGLES FROM SAID EAST LINE OF LOT 1;

THENCE NORTH 00°25'47" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 186.30 FEET;

THENCE NORTH 00°08'35" WEST 300.01 FEET TO A LINE THAT IS PARALLEL AND 52.00 FEET WEST AS MEASURED AT RIGHT ANGLES FROM SAID EAST LINE OF LOT 1;

THENCE NORTH 00°25'47" EAST ALONG SAID PARALLEL LINE A DISTANCE OF104.91 FEET;

THENCE NORTH 46°12'25" WEST A DISTANCE OF 24.76 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1, SAID POINT BEING 70.00 FEET WEST ALONG SAID NORTH LINE FROM SAID NORTHEAST CORNER OF LOT 1;

THENCE SOUTH 89°33'43" EAST ALONG SAID NORTH LINE OF LOT 1 A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING;

AREA = 71,684 SF OR 1.646 ACRES

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYORS ACT.

MARK S. BROWN, L.S. 5655	2/4/2013 DATE	J.M PREP

LICENSED LAND SURVEYOR
MARK S. BROWN
L.S. #5655
STATE OF CALIFORNIA

EXHIBIT B

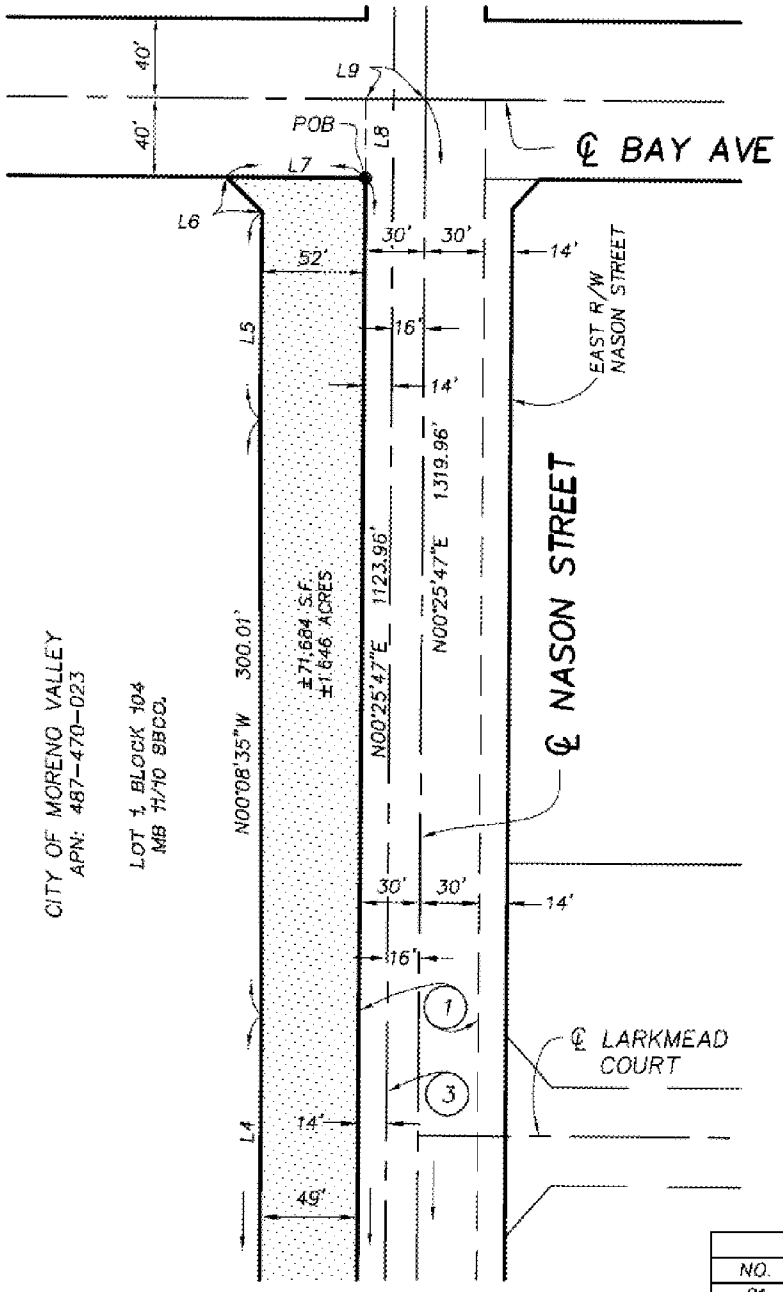

AREA DEDICATED AS PUBLIC STREET HEREON.

1. R/W NASON STREET PER MB 11/10 MAPS, SBCO.
2. ANCHOR EASEMENT PER INST NO. 1976-52387
3. ℄ IMPROVEMENTS PER RSB 113/28-29, RIV. CO.
4. R/W ALESSANDRO BLVD. PER MB 11/10 MAPS, SBCO.

LINE TABLE		
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CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	517.00'	05°54'58"	53.38'
C2	1983.00'	05°54'58"	204.76'

PROACTIVE ENGINEERING CONSULTANTS

CITY OF MORENO VALLEY

EXHIBIT "B" – PUBLIC STREET DEDICATION
NASON STREET

Z:\06.170.000_MV_NASON STREET\SURVEY\DRAWINGS\RW_CITY_MV-TAKE_EXHIBIT-B.DWG | DATE: 2/4/13 | J.N. 06.170.000 | SHEET 1 OF 3

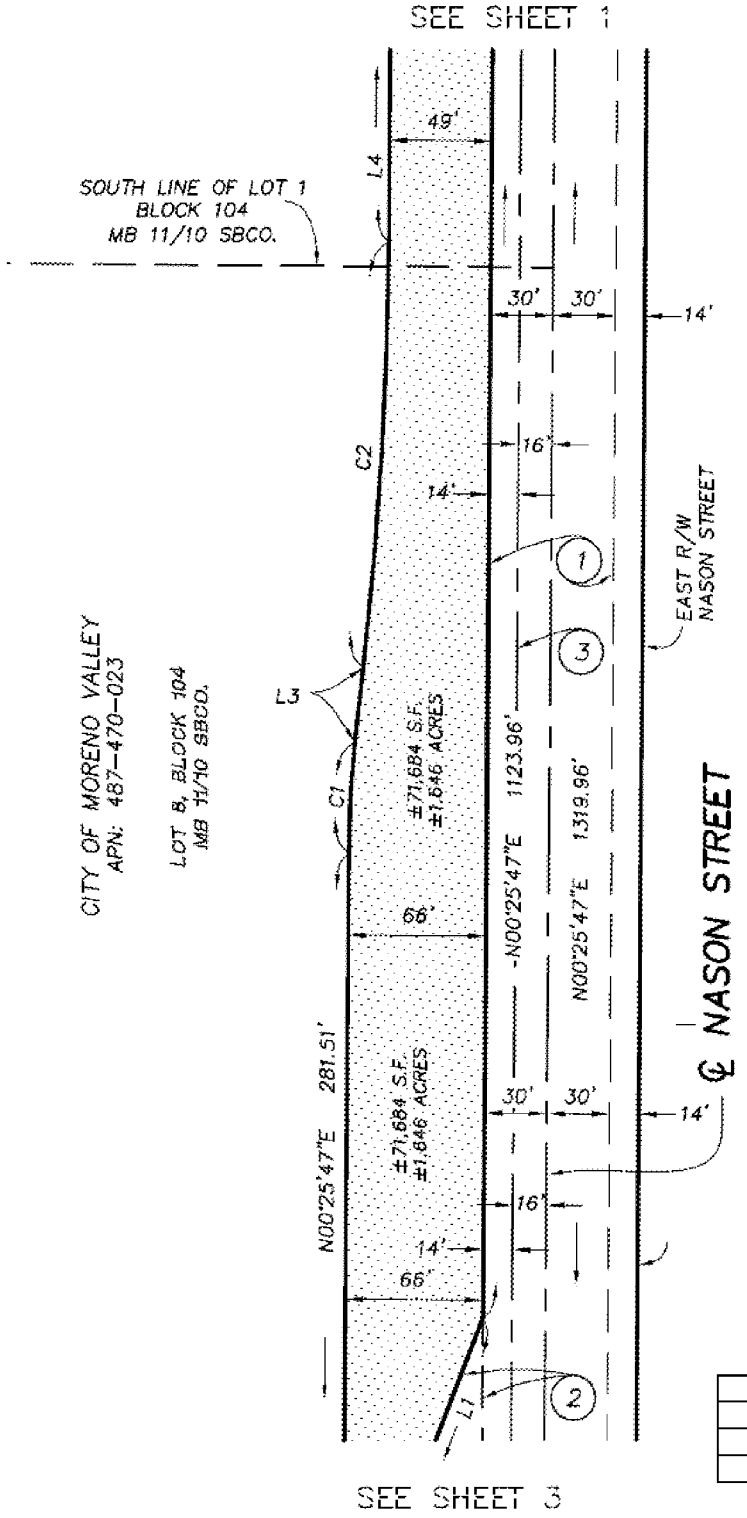

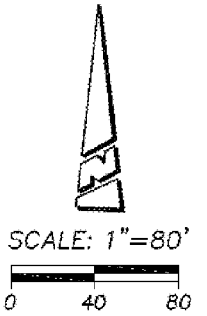

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PROACTIVE ENGINEERING CONSULTANTS
WWW.PROACTIVEENGINEERING.COM
1875 CALIFORNIA AVE CORONA, CA 92881
951-270-5300

CITY OF MORENO VALLEY

EXHIBIT "B" – PUBLIC STREET DEDICATION
NASON STREET

Z:\06.170.000_MV_NASON STREET\SURVEY\DRAWINGS\RW_CITY_MV-TAKE_EXHIBIT-B.DWG | DATE: 2/4/13 | J.N. 06.170.000 | SHEET 2 OF 3

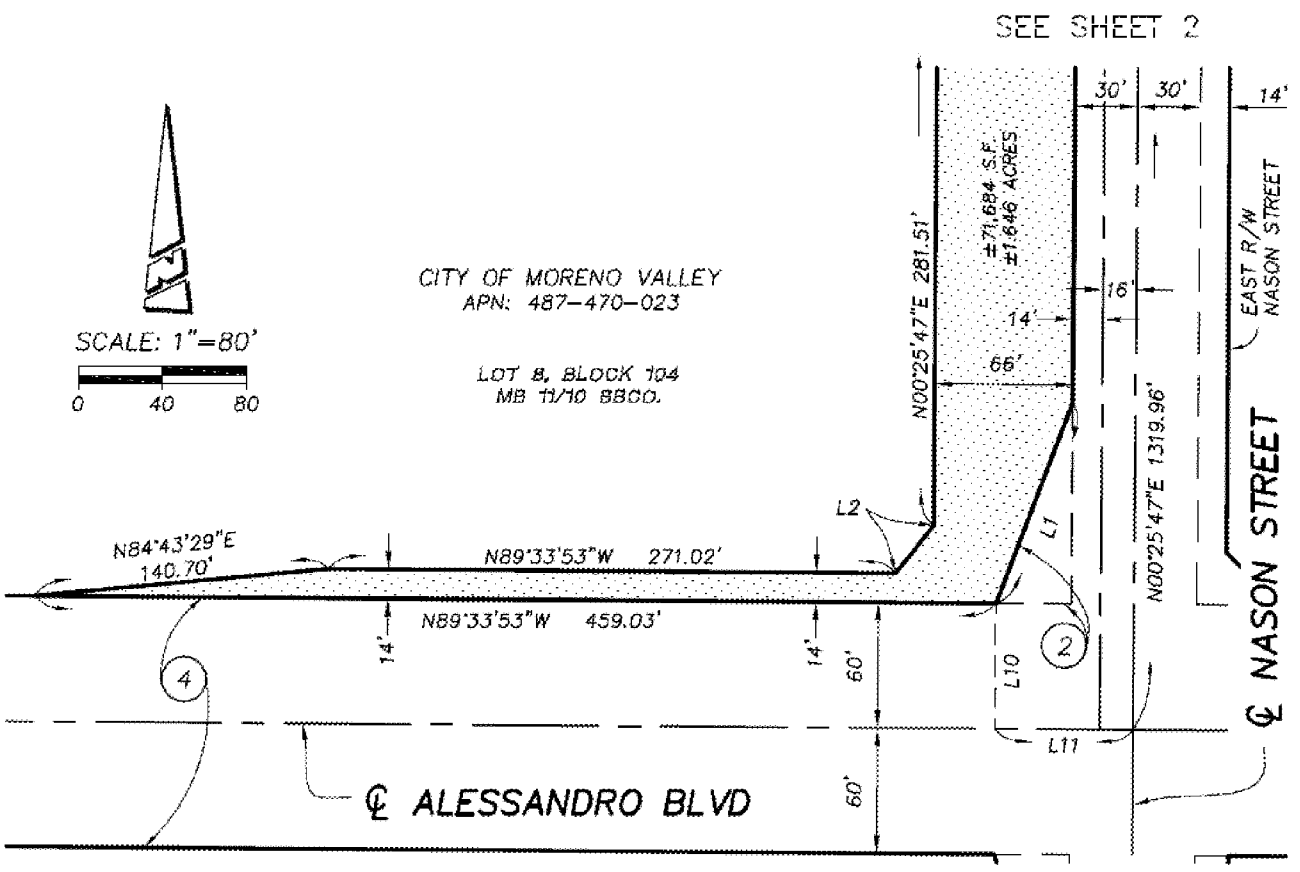

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LICENSED LAND SURVEYOR
MARK S. BROWN
L.S. 5655
STATE OF CALIFORNIA

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MARK S. BROWN L.S. 5655
LICENSE EXPIRES 9/30/13

PROACTIVE ENGINEERING CONSULTANTS
WWW.PROACTIVEENGINEERING.NET
1975 CALIFORNIA AVE • CORONA, CA • 92881
951•280•3300

CITY OF MORENO VALLEY

EXHIBIT "B" – PUBLIC STREET DEDICATION
NASON STREET

Z:\06.170.000_MV_NASON STREET\SURVEY\DRAWINGS\RW_CITY_MV-TAKE_EXHIBIT-9.DWG | DATE: 2/4/13 | J.N. 06.170.000 | SHEET 3 OF 3

Recording requested by and when
recorded, mail to:
City Clerk
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

Exempt from Recording Fee
Govt. Code Sec. 6103
City of Moreno Valley

A.P.N 487-470-026

(Space above this line for Recorder's use)
DOCUMENTARY TRANSFER TAX IS NONE.
Public Agency exempt.
Revenue and Taxation Code Section 11922

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the City of Moreno Valley herein called GRANTOR, hereby conveys to the CITY OF MORENO VALLEY herein called City, the right, power, privilege, and perpetual easement and right of way for public highway purposes, including public utilities, private utilities permitted by the City, and public service facilities over, under, upon, across, and within the real property in the City of Moreno Valley, County of Riverside, State of California, described on the attached Exhibit A, and as illustrated on the plat hereto and marked Exhibit B. IN WITNESS WHEREOF, this instrument has been executed this _____ day of _____, 2013.

GRANTOR:

City of Moreno Valley, a municipal corporation

By: _____

STATE OF CALIFORNIA
County of _____
On _____ before me, _____, Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

LEGAL DESCRIPTION

POR. APN 487-470-026

IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BEING THAT PORTION OF LOT 8 IN BLOCK 93 OF MAP NO. 1 BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY AS FILED IN MAP BOOK 11, PAGE 10 THEREOF IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY CALIFORNIA DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 8;

THENCE SOUTH 00°25'47" WEST, ALONG THE EASTERLY LINE OF SAID LOT 8, A DISTANCE OF 619.98 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE, ALONG THE SOUTHERLY LINE OF SAID LOT 8, NORTH 89°33'43" WEST, A DISTANCE OF 70.00 FEET;

THENCE NORTH 47°03'59" EAST, A DISTANCE OF 24.76 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 52.00 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF SAID LOT 8;

THENCE, ALONG SAID PARALLEL LINE, NORTH 00°25'47" EAST, A DISTANCE OF 602.97 FEET TO THE NORTHERLY LINE OF SAID LOT 8;

THENCE, ALONG SAID NORTHERLY LINE, SOUTH 89°33'40" EAST, A DISTANCE OF 52.00 FEET TO THE POINT OF BEGINNING.

AREA = 32,392 SF OR 0.744 ACRES

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYORS ACT.

MARK S. BROWN, L.S. 5655
LICENSE EXPIRES 9/30/13

2/4/2013 DATE

J.M. PREP

LICENSED LAND SURVEYOR
MARK S. BROWN
L.S. #5655
STATE OF CALIFORNIA

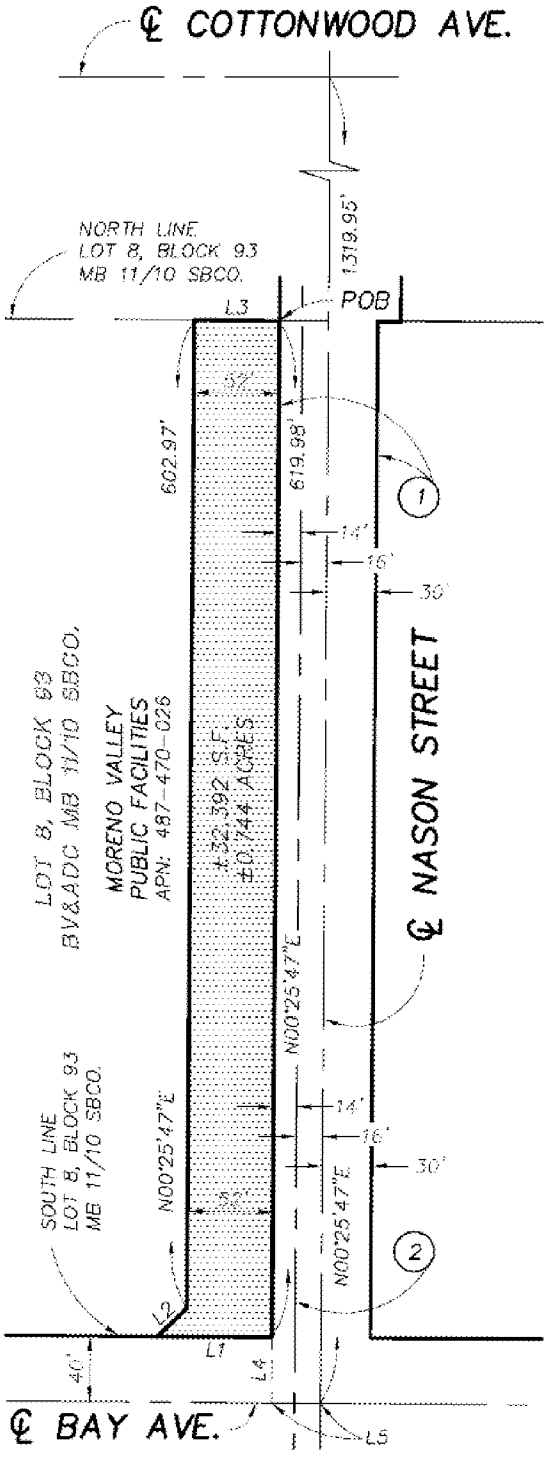

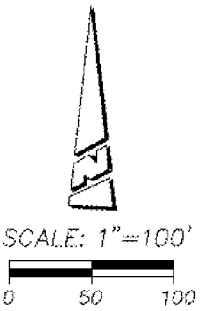

AREA DEDICATED AS PUBLIC STREET HEREON.

(1) R/W NASON STREET PER MB 11/10 MAPS, SBCO.

(2) ℄ IMPROVEMENTS PER RSB 113/28-29, RIV. CO.

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N89°33'43"W	70.00'
L2	N47°03'59"E	24.76'
L3	N89°33'40"W	52.00'
L4	N00°26'17"E	40.00'
L5	N89°33'43"W	30.01'

MARK S. BROWN L.S. 5655
LICENSE EXPIRES 9/30/13

LICENSED LAND SURVEYOR
MARK S. BROWN
L.S. 5655
STATE OF CALIFORNIA

PROACTIVE ENGINEERING CONSULTANTS
WWW.PROACTIVEENGINEERING.NET
1875 CALLEGRINO AVE. CORONA, CA 92881
951-280-3500

CITY OF MORENO VALLEY

EXHIBIT "B" – PUBLIC STREET DEDICATION
NASON STREET

Z:\06.170.000_MV_NASON STREET\SURVEY\DRAWINGS\RW_MVFF-BB_EXHIBIT-B.DWG | DATE: 2/4/13 | J.N. 06.170.000 | SHEET 1 OF 1

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MV00212816

RESOLUTION NO. 2013-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, GRANTING A DRAINAGE EASEMENT ON A CITY OWNED PARCEL ON THE NORTHWEST CORNER OF ALESSANDRO BOULEVARD AND NASON STREET

WHEREAS, the City of Moreno Valley owns a vacant land parcel identified as APN 487-470-023 on the northwest corner of Alessandro Boulevard and Nason Street; and

WHEREAS, this parcel may be developed in the future; and

WHEREAS, the City of Moreno Valley wishes to grant the drainage easement to operate, maintain, and construct drainage facilities, under, over and across that certain real property, which is specifically described as:

APN 487-470-023: as described in the legal description marked Exhibit A and depicted on the plat map marked Exhibit B attached to the Resolution and incorporated herein by this reference; and

WHEREAS, the City of Moreno Valley City Council considers this grant of drainage easement to be in the best interest of the City of Moreno Valley and of the public.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The grant of drainage easement as described above and depicted on Exhibits A and B attached to this Resolution are hereby approved.

2. The Mayor and City Clerk is hereby authorized to and directed to execute the Resolution and the Public Works Director/City Engineer is hereby authorized to and directed to execute the associated Drainage Easement on behalf of the City and record all such documents with the County Recorder.

3. This Resolution shall become effective immediately upon adoption.

BE IT FURTHER RESOLVED that the City Clerk is authorized and directed to cause this Resolution to be recorded in the Office of the Riverside County Recorder.

APPROVED AND ADOPTED this 27th day of August, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-70 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 27th day of August, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

EXHIBIT A

Legal Description

POR. APN 487-470-023

IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BEING THAT PORTION OF LOT 8 IN BLOCK 104 OF MAP NO. 1 BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY AS FILED IN MAP BOOK 11, PAGE 10 THEREOF IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY CALIFORNIA DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 8, DISTANT WESTERLY 495.03 FEET AS MEASURED ALONG SAID LINE FROM THE SOUTHEAST CORNER THEREOF;

THENCE NORTH 89°33'53" WEST ALONG SAID SOUTHERLY LINE OF LOT 8, A DISTANCE OF 40.00 FEET;

THENCE LEAVING SAID SOUTHERLY LINE NORTH 81°08'42" EAST A DISTANCE OF 384.06 FEET TO A LINE THAT IS PARALLEL WITH AND 62.00 FEET NORTHERLY, AS MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF SAID LOT 8;

THENCE SOUTH 89°33'53" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 90.00 FEET TO A LINE THAT IS PARALLEL WITH AND 96.00 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF NASON STREET AS SHOWN ON SAID MAP NO. 1;

THENCE SOUTH 00°25'47" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 25.00 FEET;

THENCE LEAVING SAID PARALLEL LINE SOUTH 38°28'49" WEST A DISTANCE OF 29.21 FEET TO A LINE THAT IS PARALLEL WITH AND 14.00 FEET NORTHERLY, AS MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF SAID LOT 8;

THENCE NORTH 89°33'53" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 271.02 FEET;

THENCE LEAVING SAID PARALLEL LINE SOUTH 84°43'29" WEST A DISTANCE OF 140.70 FEET TO THE POINT OF BEGINNING.

AREA = 12,097 SF OR 0.278 ACRES

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYORS ACT.

MARK S. BROWN, L.S. 5655	6/6/2013	J.W
	DATE	PREP

LICENSED LAND SURVEYOR
MARK S. BROWN
L.S. #5655
STATE OF CALIFORNIA

Page 1 of 1

EXHIBIT B

PLAT MAP

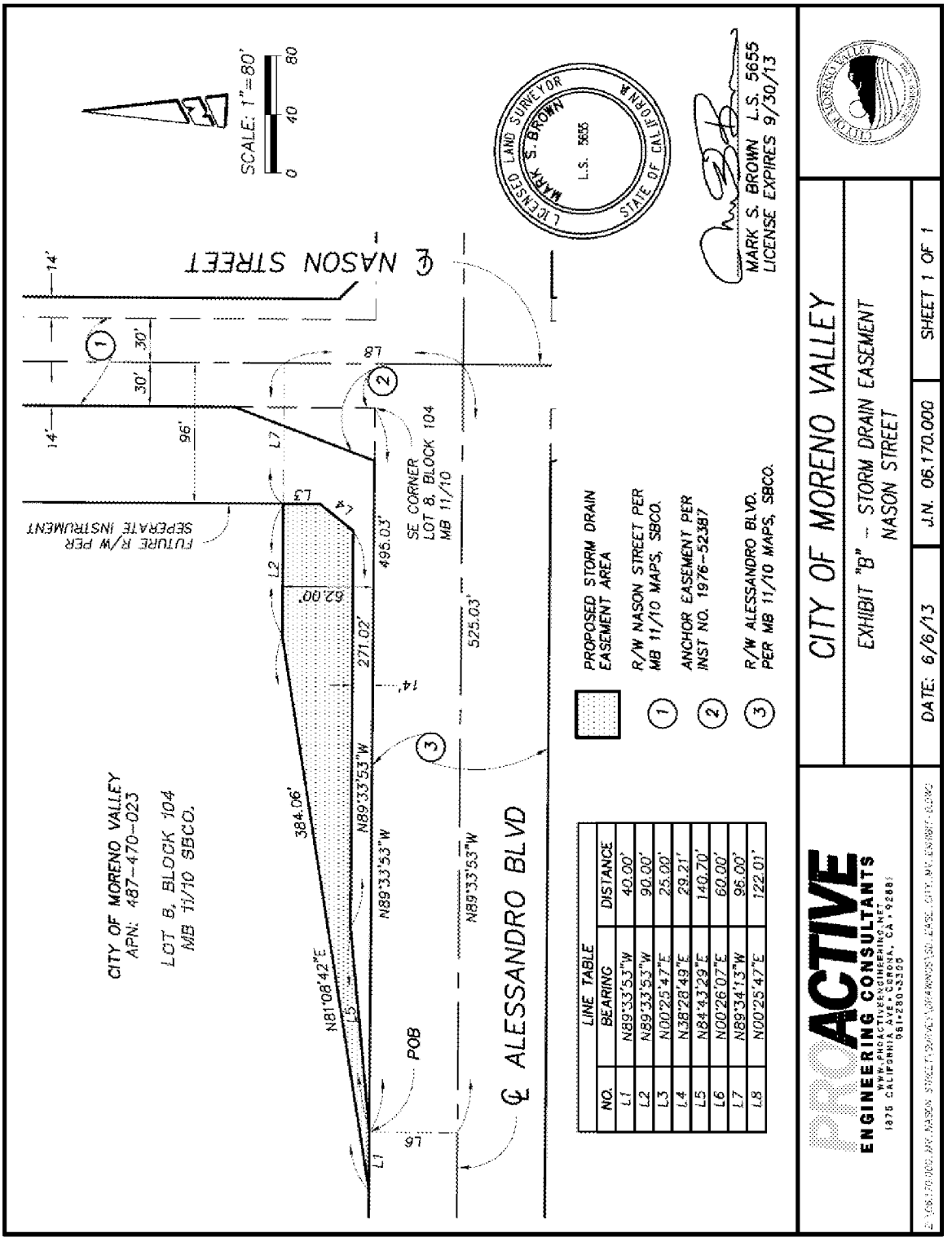

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N89°33'53"W	40.00'
L2	N89°33'53"W	90.00'
L3	N00°25'47"E	25.00'
L4	N38°28'49"E	29.21'
L5	N84°43'29"E	140.70'
L6	N00°26'07"E	60.00'
L7	N89°34'13"W	96.00'
L8	N00°25'47"E	122.01'

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MV00212822

Recording requested by and when
recorded, mail to:
City Clerk
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

Exempt from Recording Fee per
Govt. Code Sec. 6103
City of Moreno Valley

A.P.N. 487-470-023

(Space above this line for Recorder's use)

DOCUMENTARY TRANSFER TAX IS NONE.

Public Agency Exempt.
Revenue and Taxation Code Section 11922

DRAINAGE EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, City of Moreno Valley, herein called Grantor, hereby conveys to the CITY OF MORENO VALLEY, herein called City, the right, power, privilege, and easement to operate, maintain, and construct drainage facilities, under, over and across that certain real property located in the City of Moreno Valley, County of Riverside, State of California, which is described on the attached Exhibit "A" and as illustrated on the plat hereto and marked Exhibit "B", provided, however, that no structures for human habitation shall be constructed or maintained on said real property and that no excavation shall be conducted and no landfill placed on said real property except as may be approved, in writing, by an authorized representative of the City, as to the location and method of excavation and/or placement of landfill, as evidenced by the City's approval of a rough grade plan for said real property; reserving, however, to the Grantor, and its successors in interest, all rights and privileges as may be used and enjoyed without interfering with the use of said easement, provided, further, however, that any use of said real property shall be subject to federal and state laws relating to pollution.

STATE OF CALIFORNIA
County of _____
On _____ before me, _____, Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

GRANTOR:

City of Moreno Valley, a municipal corporation

By: _____

Item No. A.10

EXHIBIT A

LEGAL DESCRIPTION

POR. APN 487-470-023

IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BEING THAT PORTION OF LOT 8 IN BLOCK 104 OF MAP NO. 1 BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY AS FILED IN MAP BOOK 11, PAGE 10 THEREOF IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY CALIFORNIA DESCRIBED AS FOLLOWS:

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THENCE LEAVING SAID SOUTHERLY LINE NORTH 81°08'42" EAST A DISTANCE OF 384.06 FEET TO A LINE THAT IS PARALLEL WITH AND 62.00 FEET NORTHERLY, AS MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF SAID LOT 8;

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THENCE SOUTH 00°25'47" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 25.00 FEET;

THENCE LEAVING SAID PARALLEL LINE SOUTH 38°28'49" WEST A DISTANCE OF 29.21 FEET TO A LINE THAT IS PARALLEL WITH AND 14.00 FEET NORTHERLY, AS MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF SAID LOT 8;

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ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYORS ACT.

MARK S. BROWN, L.S. 5655	6/6/2013 DATE	J.W PREP

LICENSED LAND SURVEYOR
MARK S. BROWN
L.S. #5655
STATE OF CALIFORNIA

PLAT MAP

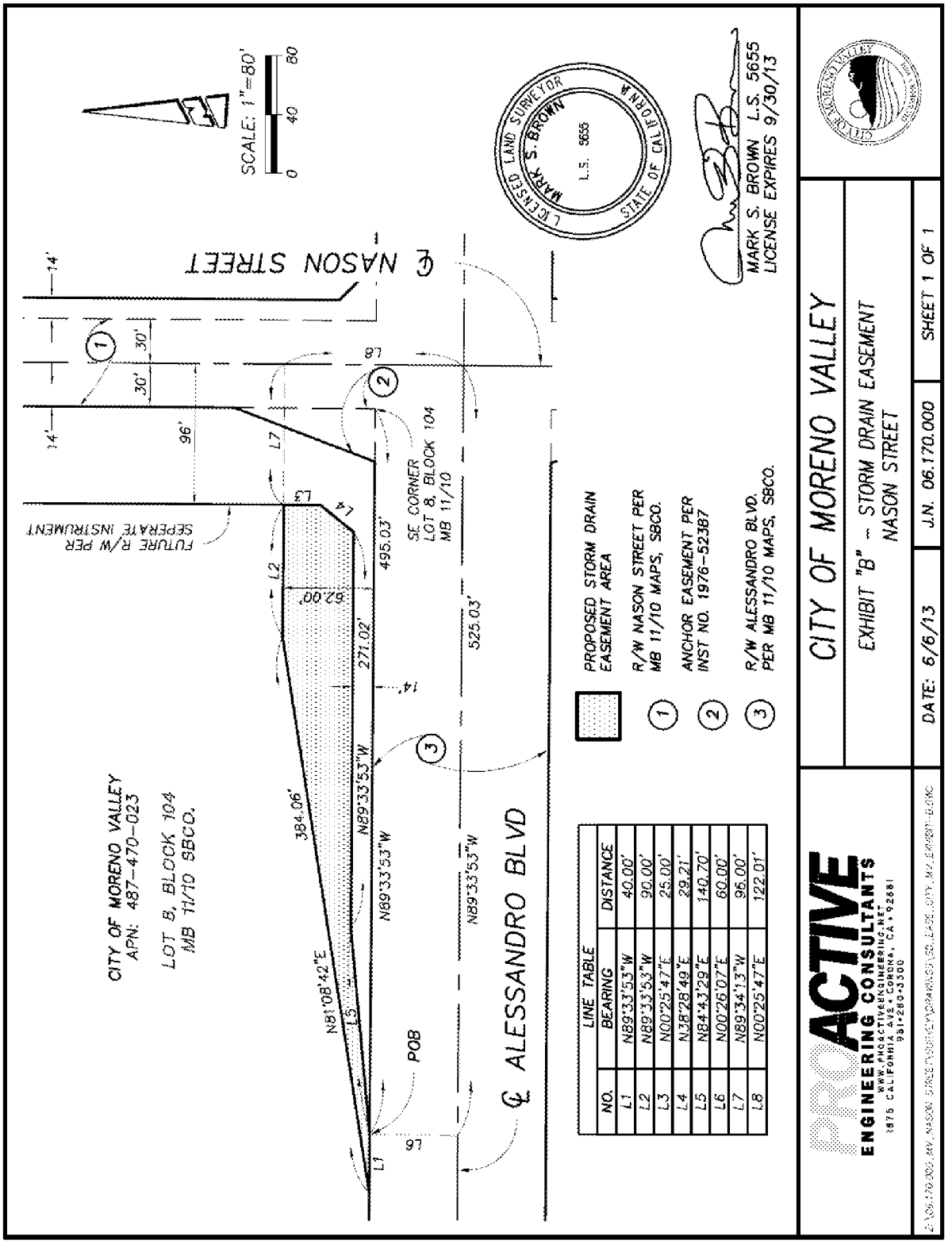

LINE TABLE		
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L1	N89°33'53"W	40.00'
L2	N89°33'53"W	90.00'
L3	N00°25'47"E	25.00'
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L5	N84°43'29"E	140.70'
L6	N00°26'07"E	60.00'
L7	N89°34'13"W	96.00'
L8	N00°25'47"E	122.01'

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MV00212826

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Joel Ontiveros, Chief of Police

AGENDA DATE: August 27, 2013

TITLE: APPROVE BIO-TOX LABORATORIES PURCHASE ORDER FOR $125,000

RECOMMENDED ACTION

Recommendation:

1. Authorize the Moreno Valley Police Department to execute a Purchase Order to Bio-Tox Laboratories, 1965 Chicago Ave. #C, Riverside, CA 92507, for $125,000 (Account No. 1010-60-65-40010-625099)

BACKGROUND

The County of Riverside contracts with Bio-Tox Laboratories for toxicology testing services, to include both blood and urine. This contract details the services provided by Bio-Tox and a fee schedule. The City of Moreno Valley's Police Department has been authorized by the County of Riverside to utilize this contract as its own, which allows us to take advantage of the any negotiated discounts given to the County. Over the last few years, the Moreno Valley Police Department has had a substantial increase in the number of samples sent to Bio-Tox Laboratories for toxicology testing. This increase is partially due to the increased number of grant funded DUI enforcement operations. Additionally, over the past few years, we have had a handful of traffic officers become certified as Drug Recognition Experts (DRE) and most traffic officers have attended the Advanced Roadside Impaired Driving Enforcement (ARIDE) training sponsored by the California Highway Patrol. With deputies trained with these specialized skills, it has allowed for better recognition of drivers appearing to be driving under the influence.

DISCUSSION

Bio-Tox Laboratories collects samples of both blood and urine. A sample sent to Bio-Tox may be tested for multiple drugs and/or alcohol. Each test requested is billed

individually and invoiced on a monthly basis. Bio-Tox has the ability to track the amount of samples received by the Moreno Valley Police Department, which is detailed below, however; this is not an accurate number of tests performed only the number of blood and/or urine samples received. Alcohol tests range from $39-$95/per test and drug tests range from $19-$195/per test, per the contract. The amount of samples sent to Bio-Tox Laboratories from the Moreno Valley Police Department for the past four fiscal years are presented below.

Sample Count: Moreno Valley	FY 09-10	FY 10-11	FY 11-12	FY 12-13
Blood	413	840	964	1374
Urine	172	130	113	118
Total Samples	585	970	1077	1492

We anticipate that the charges for FY13/14 to Bio-Tox Laboratories will be approximately $125,000, due to the increase of samples over the past few years.

ALTERNATIVES

The City Council has the following alternatives:

1) Authorize the Moreno Valley Police Department to execute a purchase order to Bio-Tox Laboratories for $125,000. **Staff recommends this alternative**

2) Not authorize the Moreno Valley Police Department to execute a purchase order to Bio-Tox Laboratories for $125,000. **Staff does not recommend this alternative.**

FISCAL IMPACT

The Moreno Valley Police Department budgeted $125,000 in FY13/14 for the contract with Bio-Tox Laboratories. No appropriation is needed, as this budget was approved and appropriated to Account No. 1010-60-65-40010-625099 during the initial FY13/14 budget process.

CITY COUNCIL GOALS

To provide a safe and secure environment for people and property in the community, and provide protection for citizens who live, work and visit the City of Moreno Valley.

SUMMARY

The City Council is requested to authorize the Moreno Valley Police Department to execute a purchase order to Bio-Tox Laboratories for $125,000.

ATTACHMENTS

Attachment 1: Professional Services Agreement for Toxicology Testing Services between the County of Riverside and Bio-Tox Laboratories

Prepared By:
Brandon Ford
Lieutenant

Department Head Approval:
Joel Ontiveros
Chief of Police

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00212830

PROFESSIONAL SERVICE AGREEMENT

for

TOXICOLOGY TESTING SERVICES

between

COUNTY OF RIVERSIDE

and

BIO-TOX LABORATORIES

APR 2 3 2013 3-56

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8.	Inspection of Service: Quality Control/Assurance	6
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17.	Administration/Contract Liaison	10
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This Agreement, made and entered into this 23 day of April, 2013, by and between Bio-Tox Laboratories, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of 3 pages at the prices stated in Exhibit B, Payment Provisions (4 pages).

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit I. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through April 22, 2014, with the option to renew for four (4) additional years, renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed $510,000.00 annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Sheriff Department, Fiscal Department
4080 Lemon Street
Riverside, CA 92502

a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number SHARC-96148-001-3/14; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

(a) Stop all work under this Agreement on the date specified in the notice of termination; and

(b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever

to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the

CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. Independent Contractor

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to the Riverside County Sheriff's Department, Riverside Police Department and Corona Police

Department only. It is understood that each entity shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR. COUNTY shall in no way be responsible to CONTRACTOR for Riverside Police Department or Corona Police Department purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall

promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE	**CONTRACTOR**
Purchasing and Fleet Services	Bio-Tox Laboratories
Attn: James P. Hewett JD/MBA	Attn: Tracey Stangarone
2980 Washington Street	1965 Chicago Ave. #C
Riverside, CA 92504	Riverside, CA 92507

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract

has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

21.4 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

21.5 CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

22.2 Workers' Compensation: If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

22.3 Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

22.4 Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than $1,000,000 per occurrence combined single

limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

22.5 Professional Liability: Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

22.6 General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds $500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or

reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY:

County Administration Center
4080 Lemon St., 4th Floor
Riverside, CA 92501
Board of Supervisors

Signature: John J. Benoit

Print Name: John J. Benoit

Title: Chairman of the Board of Supervisors

Dated: APR 23 2013

CONTRACTOR:

Bio-Tox Laboratories
1965 Chicago Ave. #C
Riverside, CA 92507
Tracey Stangarone

Signature: for

Print Name: Tracey Stangarone

Title: Business Manager / President

Dated: 3/26/13

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE

ATTEST:
KECIA HARPER-IHEM, Clerk
By: DEPUTY

Item No. A.11

APR 23 2013 3-50

MV00212846

EXHIBIT A
SCOPE OF SERVICE

Scope of Services

1.0 Response Time: Contractor will provide an acceptable response time from notification that a specimen is ready for pickup. Preliminary drug screening results should be available within 24 to 48 hours after pick up, followed by confirmation testing of presumptive positive screened results. "Stat" sample testing will be completed in 24 hours or less. Delivery/postmark if mailing of a final report, is to be no longer than (3) three working days (working days are 8:00 am to 5:00 pm, Monday through Friday). Final laboratory reports are to be delivered to the requesting agency. The laboratory shall be appropriately staffed to allow for STAT drug testing when requested by the agency.

2.0 Licenses & Certification:

a. Qualifications of the lab director should include being licensed by the California Department of Health Services as a Supervising Clinical Toxicologist or a Board Certified Forensic Toxicologist;
b. Supervisors of analyst must be licensed by the California Department of Health Services in Clinical Toxicology;
c. It is recommended that the laboratory meet the Scientific and Technical Guidelines, and Standards for Certification of Laboratories engaged in urine drug testing for Federal agencies. The laboratory must be accredited in Forensic Toxicology by the American Board of Forensic Toxicology (ABFT).

3.0 Experience: Suppliers and agents of Contractor must be familiar with the handling of evidence and the proper protocol for documenting and maintaining the correct chain of evidence. All aspects of testing must be appropriately documented. The documentation will include personnel files on analysts, supervisors, directors and all persons with access to specimens; chain of custody documents; quality assurance/control records; all test data; performance on proficiency testing can be accomplished and there is no deterioration of these items of evidence.

4.0 Expert Witness: The County of Riverside reserves the right to request replacement of any professional during the life of this agreement that is found to be unacceptable to the Court. Contractor shall provide analysts and expert witnesses that have previously been established in court proceedings by judges and attorneys. Coroner Review consultations shall be provided by toxicologists familiar with post mortem cases and work in conjunction with coroner staff when additional investigative measures are warranted.

5.0 Testing Procedures:

a. Testing must consist of the screening of appropriate bodily liquids (e.g., blood, urine, bile, vitreous, gastric contents) and tissues (e.g., liver, brain, spleen, muscle) for the presence or absence of drugs, followed by confirmation of the amounts of drugs by a second procedure based on a different chemical principle.
b. Initial screening can be done by Enzyme Multiplied Immunoassay Test (EMIT) or Radioactive Immunoassay Test (RIA); however, only gas chromatography/mass spectroscopy will be considered acceptable for conformation testing (thin layer

chromatography is unacceptable). Examples of drug panels, which may be required for testing, are noted in Exhibit B - Payment Provisions.

c. Procedures for testing samples will include screening techniques such as Immunoassay Elisa kits, used in conjunction with Tecan instrumentation. The assays are used to determine the presence of a parent molecule and/or metabolite of drugs of abuse in forensic samples such as whole blood, serum, plasma, urine, and/or tissues.
d. Contractor may also use Liquid Chromatography/Mass Spectrometry/Mass Spectrometry (LC/MS/MS) analytical equipment for detecting the presence of drugs. Confirmation analysis will consist of LC/MS/MS. The second MS denotes tandem Mass Spectrometry, an additional separation step. LC/MS/MS will be used to provide quantitative results in most cases. In an effort to provide optimum result accuracy and efficiency, Contractor may enhance analytical methods to include new equipment and procedures.
e. Contractor may utilize one or more secondary toxicology laboratories for forensic testing of substances not provided by the primary laboratory (Send out or other reference laboratory).
f. The secondary facility shall conform to the license and certification requirements of the primary laboratory. Analysis not performed by Contractor may be sent to a secondary toxicology laboratory whereby Contractor acts as a pass-through laboratory for convenience to the Sheriff Department.
g. Contractor has existing accounts with reference laboratories and will handle the sample packaging and shipping once in house testing has been completed. Contractor will accept the routine billing and payment responsibilities for these tests and pass through the results from the specified laboratory. Fees for these services will be billed accordingly during monthly invoice cycles.
h. Chain of custody will be maintained by Contractor until the point of shipping, at which time the chain of custody is transferred to the reference lab. Reference lab will maintain chain of custody and provide the sample return upon request.

6.0 Locations: Locations where the lab may expect to obtain specimens from however, this is not to be considered a complete list. It is only a representation of the major places that were used in the past.

- *Riverside County Sheriff-Coroner Forensic Center West, Perris, CA*
- *Riverside County Sheriff-Coroner Forensic Center East, Indio, CA*
- *Riverside County Sheriff-Jail, Riverside, CA*
- *Riverside County Sheriff-Jail, Indio, CA*
- *Riverside County Sheriff-Jail, Southwest Justice Center, CA*
- *Riverside County Sheriff Station's- Jurupa Valley, Moreno Valley, Southwest, Lake Elsinore, Perris, Cabazon, Palm Desert & Indio.*

City of Corona Police Department
Corona Police Dept.
849 W. Sixth Street
Corona, CA 92882
(951) 279-3685

City of Riverside Police Department
Riverside Police Department
4102 Orange Street
Riverside, CA 92501
(951) 787-7911

Riverside Police Department
10540 Magnolia Avenue
Riverside, CA 92505
(951) 353-7100

Riverside Community Hospital
4445 Magnolia Avenue
Riverside, CA 92501
(951) 788-3200

County Regional Medical Center
26520 Cactus Avenue
Moreno Valley, CA 92555
(951) 486-5650

Parkview Community Hospital
3865 Jackson Street
Riverside, CA 92503
(951) 688-2211

Kaiser Riverside-Park Sierra
10800 Magnolia Ave.
Riverside, CA 92505
(951) 353-3790

7.0 Special Considerations: The Contractor shall include an itemized listing of any potential special fees (e.g., handling charges, chain of custody, tissue preparation) and listing of tests requiring a secondary laboratory (send outs). It shall specify approximate turnaround times for reporting of results on routine, rush and STAT cases. Specimens are to be maintained for duration to be specified by the agency (at least three (3) years). At the present time, the Riverside County Sheriff-Coroner performs approximately 1100-1500 autopsies per year and 1000 consultations (examination of the decedent without autopsy). The investigation of most of the autopsied decedents requires varying degrees of toxicological support on one or more specimens. A number of decedents not requiring autopsy will be expected to have a toxicological workup.

EXHIBIT B
PAYMENT PROVISIONS

TEST DESCRIPTION	FEE
ALCOHOL	
ALCOHOL, URINE	39.00
ALCOHOL, VITREOUS	39.00
ALCOHOL, BLOOD	39.00
ALCOHOL, TISSUE	49.00
ALCOHOLIC BEVERAGE (including Pruno)	95.00
VOLITALES PANEL (ACETONE, ISOPROPANOL, METHANOL)	78.00
ANTICONVULSANT PANEL	
ANTICONVULSANT PANEL, SCREEN	**125.00**
ETHOSUXIMIDE	
10-HYDROXYCARBAZEPINE	
BUTABARBITAL	
BUTALBITAL	
CARBAMAZEPINE	
CARBAMAZEPINE, 10, 11-EPOXIDE	
DIAZEPAM	
GABAPENTIN	
GLUTETHIMIDE	
LAMOTRIGINE	
LEVETIRACETAM	
MEPHENYTOIN	
MEPHOBARBITAL	
METHSUXIMIDE	
NORDIAZEPAM	
NORMETHSUXIMIDE	
OXCARBAZEPINE	
PENTOBARBITAL	
PHENYTOIN	
PRIMIDONE	
SECODBARBITAL	
TOPIRAMATE	
BARBITURATE CONFIRMATION, LC/MS/MS	
BARBITURATE CONFIRMATION, LC/MS/MS	**125.00**
BUTALBITAL	
PHENOBARBITAL	
PENTOBARBITAL	
SECOBARBITAL	
BENZODIAZEPINES CONFIRMATION, LC/MS/MS	
BENZODIAZEPINES CONFIRMATION, LC/MS/MS	**145.00**
ALPRAZOLAM	
CHLORDIAZEPOXIDE	
CLONAZEPAM	
DIAZEPAM	
ESTAZOLAM	

FLUNITRAZEPAM	
FLURAZEPAM	
LORAZEPAM	
MIDAZOLAM	
OXAZEPAM	
TEMAZEPAM (RESTORIL)	
TRIAZOLAM (HALCION)	
HYDROXALPRAZOLAM	
7-AMINOCLONAZEPAM	
NORCHLORDIAZEPOXIDE	
NORDIAZEPAM	
DESALKYLFLURAZEPAM	
AMINOFLUNITRAZEPAM	
HYDROXYTRIAZOLAM	
CANNABINOIDS CONFIRMATION, LC/MS/MS	
CANNABINOIDS CONFIRMATION, LC/MS/MS (BLOOD OR URINE)	**85.00**
COCAINE CONFIRMATION, LC/MS/MS	
COCAINE CONFIRMATION, LC/MS/MS	**69.00**
BENZOYLECGONINE	
COCAETHYLENE	
COMPREHENSIVE PANEL DRUG SCREEN	
COMPREHENSIVE PANEL DRUG SCREEN (BLOOD, URINE OR VITREOUS)-OVER 150 PRESCRIPTION DRUGS	114.94
COMPREHENSIVE PANEL DRUG SCREEN (TISSUE)	124.94
CORONER PANEL DRUG SCREEN	
CORONER PANEL DRUG SCREEN (URINE, BLOOD OR VITREOUS)-AMPHETAMINES, BARBITURATES, BENZODIAZEPINES, CANNABINOIDS, COCAINE METABOLITE, OPIATES, PCP, ALCOHOL	55.00
CORONER PANEL DRUG SCREEN (TISSUE)	65.00
OTHER DRUG SCREENS	
4 PANEL DRUG SCREEN (COCAINE METABOLITE, METHAMPHETAMINE, OPIATES, PCP)-ANTI MORTEM CASES ONLY	25.00
AMPHETAMINES SCREEN (URINE, BLOOD OR VITREOUS)	19.00
AMPHETAMINES SCREEN, TISSUE	25.00
BARBITURATES SCREEN	35.00
BATH SALTS DRUG SCREEN	125.00
BENZODIAZEPINES SCREEN	19.00
CANNABINOIDS SCREEN	19.00
COCAINE METABOLITE SCREEN	19.00
DESIGNER STIMULANT SCREEN	125.00
EXPANDED IA SCREEN (BENZODIAZEPINES, CANNABINOIDS + 4 PANEL)-ANTI MORTEM CASES ONLY	35.00
LSD SCREEN	75.00
METHADONE SCREEN, LC/MS/MS	45.00
OPIATES SCREEN, TISSUE	25.00
OPIATES SCREEN (URINE, BLOOD OR VITREOUS)	19.00
PHENCYCLIDINE SCREEN	19.00
METHAMPHETAMINE CONFIRMATION, LC/MS/MS	
METHAMPHETAMINE CONFIRMATION, LC/MS/MS	**69.00**
AMPHETAMINE	
METHYLENEDIOXYAMPHETAMINE (MDA)	
METHYLENEDIOXYMETHAMPHETAMINE (MDMA)	
BETA-PHENETHYLAMINE	

OPIATE CONFIRMATION, LC/MS/MS	
OPIATE CONFIRMATION, LC/MS/MS	**85.00**
MORPHINE	
CODEINE	
OXYCODONE	
HYDROCODONE	
HYDROMORPHONE	
OXYMORPHONE	
MONOACETYLMORPHINE	
PHENCYCLIDINE CONFIRMATION, LC/MS/MS	
PHENCYCLIDINE, LC/MS/MS	**35.00**
PRESCRIPTION DRUGS (WITH METABOLITE) AND OTHER	
ACETAMINOPHEN	75.00
ALBUTEROL	99.00
AMITRIPTYLINE	99.00
ATENOLOL	99.00
BACLOFEN	125.00
BENZTROPINE	75.00
BROMPHENIRAMINE	99.00
BUPRENORPHINE	99.00
BUPROPION	125.00
BUSPIRONE (BUSPAR)	99.00
CARBAMAZEPINE	99.00
CARISOPRODOL	99.00
CHLORPHENIRAMINE	99.00
CHLORPROMAZINE	99.00
CITALOPRAM	99.00
CLOMIPRAMINE	99.00
CLONIDINE	99.00
CYCLOBENZAPRINE	99.00
DESIGNER STIMULANT CONFIRMATION, PER DRUG	105.00
DEXTROMETHORPHAN	99.00
DIPHENHYDRAMINE	79.00
DOXEPIN	79.00
DOXYLAMINE	99.00
DULOXETINE	99.00
FENTANYL	99.00
FLUOXETINE	99.00
GABAPENTIN	125.00
GAMMA-HYDROXYBUTYRIC	195.00
HALOPERIDOL	99.00
HYDROXYZINE	99.00
KETAMINE	99.00
LAMOTRIGINE	99.00
LEVETIRACETAM	99.00
LEVORPHANOL	99.00
LIDOCAINE	99.00
MECLIZINE	89.00
MEPERIDINE	99.00
MESCALINE	75.00

METHADONE	75.00
METHOCARBAMOL	99.00
METHYLPHENIDATE	99.00
MIRTAZAPINE	99.00
NALOXONE	99.00
OLANZAPINE	99.00
OXCARBAZEPINE	99.00
PAROXETINE	99.00
PHENAZEPAM	99.00
PHENTERMINE	99.00
PHENYLPROPANOLAMINE	99.00
PHENYTOIN	125.00
PRIMIDONE	99.00
PROMETHAZINE	125.00
PROPRANOLOL	99.00
PSEUDOEPHEDRINE	99.00
QUETIAPINE	99.00
RISPERIDONE	99.00
SCOPOLAMINE	99.00
SERTRALINE	99.00
TOPIRAMATE	99.00
TRAMADOL	99.00
TRAZODONE	99.00
VENLAFAXINE	99.00
VERAPAMIL	99.00
ZALEPLON	99.00
ZIPRASIDONE	99.00
ZOLPICLONE	99.00
ZOLPIDEM	99.00
SPECIAL FEES	
CAPITATION CORONER PANEL*	375.00
CAPITATION COMPREHENSIVE PANEL*	600.00
CAPITATION CORONER REVIEW*	800.00
CHAIN OF CUSTODY-storage only per sample; no testing; anti mortem	12.00
CHAIN OF CUSTODY-storage only per sample; no testing post mortem after first 3 samples	12.00
HANDLING, SHIPPING & SPECIAL CARE	AT COST
LEAKING SAMPLE	15.00
MATRIX EFFECT-Unsuccessful analysis due to unusual problems with submitted sample.	150.00
NAME DISCREPANCY	15.00
RUSH SAMPLE ANALYSIS-1-2 weeks turnaround time depending on complexity of case	no charge
STAT PICK UP FEE-60 MILE MAXIMUM (Call for other arrangements outside of 60 miles)	75.00
SAMPLE RETURN	15.00
STAT FEE, PER TEST-24 to 48 hours turnaround time	200.00
TISSUE PREPARATION	50.00

**Capitation fees only include drugs tested at Contractor and are inclusive of the coroner panel or comprehensive panel drugs. (i.e. Bath salts not included and GHB are not included in cap rates.*

Note: Drugs listed are subject to review and change as deemed necessary by laboratory management.

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MV00212854

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: August 27, 2013

TITLE: PA07-0080 (PM 35672) – APPROVE PARCEL MAP AND ACCEPT THE AGREEMENT AND SECURITY FOR PUBLIC IMPROVEMENTS

RECOMMENDED ACTION

Recommendations:

1. Approve Parcel Map 35672 and authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

2. Accept the Agreement and Security for Public Improvements.

3. Authorize the Mayor to execute the Agreement.

4. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.

5. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

BACKGROUND

On July 8, 2008 the City Council of the City of Moreno Valley approved Tentative Parcel Map No. 35672 (PA07-0080) and a Plot Plan (PA08-0018) for a one-building option 1,560,046 square foot industrial building. The parcel map proposes to consolidate 80.24 gross acres into one (1) parcel. The map is located at the southeast corner of Iris Avenue and Indian Street.

On May 16, 2013 the developer submitted a planning application for Amended Plot Plan PA13-0022, an amendment to original Plot Plan PA08-0018. The Amended Plot Plan PA13-0022 proposes a 1,476,017 square foot building. Staff has reviewed the Amended Plot Plan and is in the process of recommending approval of the project to the Community and Economic Development Director.

The required improvements in the conditions of approval associated with the tentative map approval will not change as a result of the approval of Amended Plot Plan PA13-0022. On February 11, 2009, a Cooperative Agreement, among the developer, the City, and Riverside County Flood Control and Water Conservation District recorded, obligating the developer to construct master storm drain facilities within Indian Street and Krameria Avenue consistent with the Sunnymead Area Drainage Plan.

DISCUSSION

Parcel Map No. 35672 is in substantial conformance with the approved tentative map. The developer has requested that the map be approved for recordation. The Conditions of Approval for this project require that the developer provide surety for the required improvements. Public improvements are to be constructed on Iris Avenue, Indian Street, Krameria Avenue, and Cosmos Street.

The developer of this project has completed an Agreement for Public Improvements. The developer agrees to perform and complete all of the required street improvements within twenty-four (24) months of the date the agreement is executed. The street improvements include, but are not limited to: asphalt, base, curb, gutter, sidewalk, street lights, storm drain, catch basins, striping, signage, water, sewer, and undergrounding overhead utilities. The City Engineer may execute any future amendments to the agreement, subject to City Attorney approval, if the required street improvements are not completed within said timeframe.

Accompanying the agreement is Faithful Performance bond in the amount of $8,664,000 and a Material and Labor bond in the amount of $4,332,000 issued by XL Specialty Insurance Company.

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

NOTIFICATION

Publication of agenda.

ATTACHMENTS

Attachment 1 – Vicinity Map
Attachment 2 – Agreement for Public Improvements
Attachment 3 – Faithful Performance Bond
Attachment 4 – Material and Labor Bond

Prepared By:
Liz Plazola
Sr. Administrative Assistant

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00212858

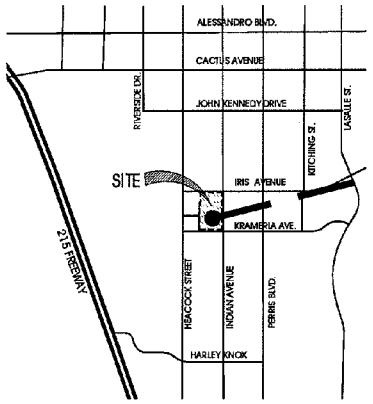

VICINITY MAP

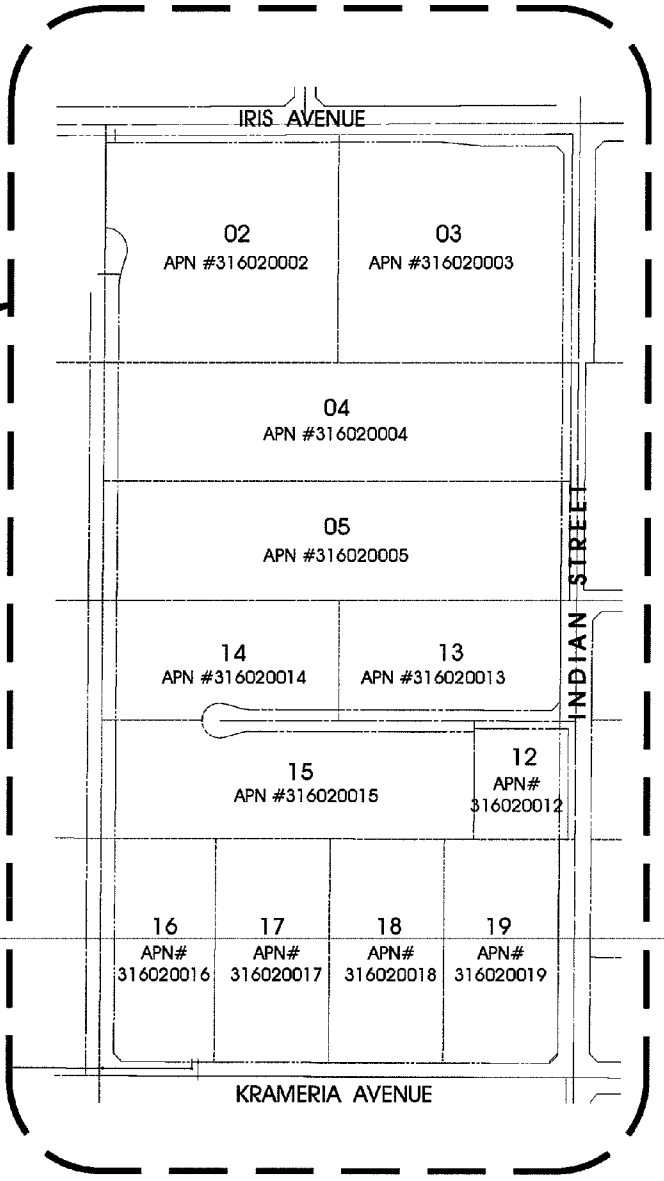

CITY OF MORENO VALLEY PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT	PA07-0080

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MV00212860

AGREEMENT FOR PUBLIC IMPROVEMENTS
FOR
PROJECT NO. PA07-0080 (PARCEL MAP 35672)

This Agreement, made and entered into by and between the City of Moreno Valley , State of California , hereinafter called City, and **Panattoni Construction, Inc.,** herein after called Developer, on the date the City signs this agreement.

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **PA07-0080 (PM 35672)** agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **TWENTY-FOUR (24)** months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code.

Security to guarantee the performance of this agreement shall be in the following amounts:

Faithful Performance security shall be in the sum of **EIGHT MILLION SIX HUNDRED SIXTY FOUR THOUSAND AND NO/100** Dollars (*****$8,664,000.00*****). The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto.

Labor and Material security shall be in the sum of **FOUR MILLION THREE HUNDRED THIRTY TWO THOUSAND AND NO/100** Dollars (*****$4,332,000.00*****). The estimated cost securing payment of labor and materials is fifty (50) percent of the total cost estimate of the improvements.

Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Upon entering the warranty period, the City shall retain ten percent of the original faithful performance security. Developer reserves the right to substitute the form of security, in accordance with the Moreno Valley Municipal Code, at any time during the term of this agreement, subject to approval of the City Engineer and City Attorney.

SECOND: Developer agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which

the City Engineer notified the Developer of the insufficiency of said bonds. Developer reserves the right to substitute the form of security in accordance with the City's Municipal Code at anytime during the term of this agreement, subject to approval by the City Engineer and City Attorney.

THIRD: Developer agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Developer further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

FOURTH: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, his agents or employees, in the performance of the work, and all of said liabilities are assumed by Developer. Developer agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Developer, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

FIFTH: The Developer hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed the work within the time specified or any extension thereof granted by the City.

SIXTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. The Developer's obligation under this provision shall be secured by the bonds securing performance of this Agreement.

SEVENTH: The Developer, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

EIGHTH: If the Developer, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Developer because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time **may** be granted by the City from time to time, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds, Developer further agrees to maintain the aforesaid bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City:
City Engineer
P.O. Box 88005
14177 Frederick
Moreno Valley, CA 92552-0805

Developer:
Panattoni Construction, Inc.
8775 Folsom Blvd.
Suite 201
Sacramento, CA 95826

IN WITNESS WHEREOF Developer has affixed his name, address and seal.

Date approved by the City: _____

Panattoni Construction, Inc.:
Developer

BY: See Attached Signature Page
Signature

_____
Print/Type Name

_____
Title

BY: See Attached Signature Page
Signature

_____
Print/Type Name

_____
Title

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

By: _____
City Clerk

(SEAL)

CITY OF MORENO VALLEY

By: _____
Mayor

APPROVED AS TO FORM:
CITY ATTORNEY

Date: _____

By: _____
City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATES OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED IN QUADRUPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; PINK - DEVELOPER; GREEN - SURETY; BLUE - PROJECT FILE

SIGNATURE PAGE
AGREEMENT FOR PUBLIC IMPROVEMENTS
PROJECT NO. PA07-0080 (PARCEL MAP 35672)
JUNE 27, 2013

PANATTONI CONSTRUCTION, INC.
a California corporation

By: _____

Name: PATRICK HASTIE

Its: SR V.P.

State of California, County of Orange
On JULY 3, 2013 before me, Judi Lowenthal, Notary Public,
Personally appeared PATRICK HASTIE,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal. _____

JUDI LOWENTHAL
COMM. # 1919325
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
MY COMM. EXP. JAN. 25, 2015

SIGNATURE PAGE
AGREEMENT FOR PUBLIC IMPROVEMENTS
PROJECT NO. PA07-0080 (PARCEL MAP 35672)
JUNE 27, 2013

PANATTONI CONSTRUCTION, INC.
a California corporation

By: _____

Name: Evan Hamilton

Its: SVP

ANNA LOGUE
MY COMMISSION EXPIRES
NOTARY
PUBLIC
JULY 30, 2013
FULTON COUNTY, GEORGIA

Item No. A.12

MV00212865

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: PM35672

DATE: **06/13/13**
PREPARED BY: **SH / BB**

OFFSITE PAVEMENT SECTIONS

TYPE			QUANTITY UNIT	UNIT PRICE	TOTAL
Street Work - Non DIF Non TUMF					
			0 C.Y.	20.00	0
A.B. Class II - Krameria South	0.75	Thickness (ft.)			
	57550	S.F.	3129 Ton	55.00	172,110
A.C. - Krameria South	0.45	Thickness (ft.)			
	57550	S.F.	1878 Ton	90.00	168,981
			0 C.Y.	20.00	0
A.B. Class II - Krameria North	0.75	Thickness (ft.)			
	45300	S.F.	2463 Ton	55.00	135,475
A.C. - Krameria North	0.45	Thickness (ft.)			
	45300	S.F.	1478 Ton	90.00	133,012
			0 C.Y.	20.00	0
A.B. Class II - Cosmos	1	Thickness (ft.)			
	107770	S.F.	7813 Ton	55.00	429,733
A.C. - Cosmos	0.5	Thickness (ft.)			
	107770	S.F.	3907 Ton	90.00	351,600
			0 C.Y.	20.00	0
A.B. Class II - Street 4	0	Thickness (ft.)			
	0	S.F.	0 Ton	55.00	0
A.C. - Street 4	0	Thickness (ft.)			
	0	S.F.	0 Ton	90.00	0
Street Work - DIF					
			0 C.Y.	20.00	0
A.B. Class II - Iris	1	Thickness (ft.)			
	92185	S.F.	6683 Ton	55.00	367,588
A.C. - Iris	0.5	Thickness (ft.)			
	92185	S.F.	3342 Ton	90.00	300,754
			0 C.Y.	20.00	0
A.B. Class II - Indian	0.75	Thickness (ft.)			
	171200	S.F.	9309 Ton	55.00	511,995
A.C. - Indian	0.45	Thickness (ft.)			
	171200	S.F.	5585 Ton	90.00	502,686
			0 C.Y.	20.00	0
A.B. Class II - Street 3	0	Thickness (ft.)			
	0	S.F.	0 Ton	55.00	0
A.C. - Street 3	0	Thickness (ft.)			
	0	S.F.	0 Ton	90.00	0
			0 C.Y.	20.00	0
A.B. Class II - Street 4	0	Thickness (ft.)			
	0	S.F.	0 Ton	55.00	0
A.C. - Street 4	0	Thickness (ft.)			
	0	S.F.	0 Ton	90.00	0
Street Work - TUMF					
			0 C.Y.	20.00	0
A.B. Class II - Street 1	0	Thickness (ft.)			
	0	S.F.	0 Ton	55.00	0
A.C. - Street 1	0	Thickness (ft.)			
	0	S.F.	0 Ton	90.00	0
			0 C.Y.	20.00	0
A.B. Class II - Street 2	0	Thickness (ft.)			
	0	S.F.	0 Ton	55.00	0
A.C. - Street 2	0	Thickness (ft.)			
	0	S.F.	0 Ton	90.00	0
			0 C.Y.	20.00	0
A.B. Class II - Street 3	0	Thickness (ft.)			
	0	S.F.	0 Ton	55.00	0
A.C. - Street 3	0	Thickness (ft.)			
	0	S.F.	0 Ton	90.00	0
			0 C.Y.	20.00	0
A.B. Class II - Street 4	0	Thickness (ft.)			
	0	S.F.	0 Ton	55.00	0
A.C. - Street 4	0	Thickness (ft.)			
	0	S.F.	0 Ton	90.00	0
				SUBTOTAL:	3,073,934

REGISTERED PROFESSIONAL ENGINEER
SCOTT R. HILDEBRANDT
NO. C44762
6/17/13
CIVIL
STATE OF CALIFORNIA

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: **PM35672**

DATE: **06/13/13**
PREPARED BY: **Clement Jimenez**

OFFSITE STREET WORK

TYPE	QUANTITY UNIT	UNIT PRICE	TOTAL
Offsite Street Work			
Pavement			
Grind & Pave 0.15' (Iris)	5665 S.F.	3.25	18,411
Grind & Pave 0.15' (Krameria South)	5834 S.F.	3.25	18,961
A.C. Cap (Iris)	25 Ton	90.00	2,250
A.C. Overlay (Iris)	42 Ton	90.00	3,780
A.C. Overlay (Krameria South)	35 Ton	90.00	3,150
Slurry Seal (Based on $150/Ton Type II)	0 S.Y.	2.25	0
Sawcut (Iris)	1830 L.F.	1.50	2,745
Sawcut (Indian)	172 L.F.	1.50	258
Sawcut (Krameria South)	0 L.F.	1.50	0
Utility Trench	0 L.F.	17.00	0
Trench Repaving	0 S.F.	12.00	0
Redwood Header (Krameria South)	0 L.F.	6.00	0
A.C. Berm - 6"	0 L.F.	10.00	0
A.C. Berm - 8" (Iris)	362 L.F.	15.00	5,430
A.C. Berm - 8" (Indian)	295 L.F.	15.00	4,425
Adjust M.H. to Grade (Iris)	2 EA.	800.00	1,600
Adjust Water Valve to Grade (Iris)	4 EA.	400.00	1,600
Adjust Water Valve to Grade (Indian)	2 EA.	400.00	800
Remove & Dispose Existing Pavement & Base (Iris)	42532 SF	3.00	127,596
Remove & Dispose Existing Pavement & Base (Indian)	102535 SF	3.00	307,605
Concrete			
P.C.C. Paving - 6"	0 S.F.	14.00	0
P.C.C. Paving - 8"	0 S.F.	16.00	0
Curb and Gutter - 6"	0 L.F.		0
Curb and Gutter - 8" (Krameria South)	1200 L.F.	25.00	30,000
Curb and Gutter - 8" (Cosmos)	2650 L.F.	25.00	66,250
Curb and Gutter - 8" (DIF - Iris)	1319 L.F.	25.00	32,975
Curb and Gutter - 8" (DIF - Indian)	2900 L.F.	25.00	72,500
Curb Only - 6"	0 L.F.	18.00	0
Curb Only - 8" (Iris Median)	1330 L.F.	20.00	26,600
Cross Gutter and Spandrel	0 S.F.	15.00	0
Sidewalk (Cosmos)	14000 S.F.	7.00	98,000
Sidewalk (Krameria South)	8742 S.F.	7.00	61,194
Sidewalk (Iris)	8570 S.F.	7.00	59,990
Sidewalk (Indian)	16603 S.F.	7.00	116,221
Driveway Approach - 6"	0 S.F.	14.00	0
Driveway Approach - 8" (Iris)	3500 S.F.	16.00	56,000
Driveway Approach - 8" (Indian)	800 S.F.	16.00	12,800
Driveway Approach - 8" (Krameria South)	0 S.F.	16.00	0
Driveway Approach - 8" (Cosmos)	4000 S.F.	16.00	64,000
Wheelchair Ramp (Indian)	2 EA.	1,200.00	2,400
Wheelchair Ramp (Krameria South)	1 EA.	1,200.00	1,200
Alley Approach - 8"	0 S.F.	16.00	0
1/2 Alley Apron	0 S.F.	16.00	0
Barricade	0 L.F.	100.00	0
Other			
SCE Underground Exist Power/Pole Removal	2650 L.F.	325.00	861,250
SCE/Telephone Conduit & Structure Allowance	2650 L.F.	245.00	649,250
Relocate Telephone Riser	1 EA.	10,000.00	10,000
Relocate Telephone Vault	2 EA.	20,000.00	40,000
Relocate SCE Vault	2 EA.	25,000.00	50,000
Underground Phone Cabling	2650 L.F.	25.00	66,250
		SUBTOTAL:	2,875,491

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: **PM35672**

DATE: **06/13/13**
PREPARED BY: **Clement Jimenez**

OFFSITE STREET WORK (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Special Districts				
Landscaping - Medians	0	S.F.	6.00	0
Landscaping - Parkways	0	S.F.	6.00	0
Street Lights (9500 lumen) (Cosmos)	8	EA.	4,000.00	32,000
Street Lights (22000 lumen) (Iris)	6	EA.	5,000.00	30,000
Street Lights (22000 lumen) (Indian)	12	EA.	5,000.00	60,000
Street Lights (22000 lumen) (Krameria South)	6	EA.	5,000.00	30,000
			SPECIAL DISTRICTS SUBTOTAL:	152,000.00
Moreno Valley Utilities				
Electrical Utility Infrastructure	0	L.S.	0.00	0
Electrical Utility Line Extension	0	L.F.	135.00	0
			MVU SUBTOTAL:	0
Water Quality Basin				
Landscaping	0	S.F.	6.00	0.00
Filtration Devices	0	EA	0	0
Access Ramp PCC	0	S.F.	0	0
Low-Flow Pipe System	0	L.F.	0	0
Headwalls	0	EA	0	0
Outlets	0	EA	0	0
Risers	0	EA	0	0
Forebay PCC	0	S.F.	0	0
Toe of slope protection PCC	0	S.F.	20.00	0.00
			WQB SUBTOTAL:	0.00
Transportation Engineering				
Traffic Signal New (Interconnect, Controller, Software, Initial Coordination, Desigr	1	EA.	272,000.00	272,000
Traffic Signal Modification	1	L.S.	150,000.00	150,000
Traffic Signal Interconnect (Existing Signals Only)	0	L.F.	30.00	0
Traffic Striping/raised pavement markers	0	L.S.	3,500.00	0
Traffic Striping (DIF Street Name)	0	L.S.	--	0
Street Name Sign (Iris)	1	EA.	500.00	500
Street Name Sign (Indian)	1	EA.	500.00	500
Street Name Sign (Cosmos)	1	EA.	500.00	500
Street Name Sign (Krameria South)	1	EA.	500.00	500
Stop Sign	0	EA.	200.00	0
Signs and Posts (Krameria North)	1	EA.	200.00	200
Signs and Posts (Cosmos)	1	EA.	200.00	200
Signs and Posts (Krameria South)	1	EA.	200.00	200
Signs and Posts (Indian)	1	EA.	200.00	200
Street Sweeping Sign	0	EA.	200.00	0
Warning Markers - Type L, Type N	0	EA.	100.00	0
Traffic Control	0	L.S.	--	0
Traffic Control (DIF Street Name)	0	L.S.	--	0
Street Light PB-Adjust to Grade	0	EA.	800.00	0
			TRANSPORTATION SUBTOTAL:	424,800
Miscellaneous				
Erosion Control	0	AC	**FILL IN**	0
Walls - Masonry: 6' Maximum	0	L.F.	100.00	0
Walls - Retaining: 6' Maximum	0	L.F.	150.00	0
Relocate Trees	0	EA.	2,500.00	0
			MISCELLANEOUS SUBTOTAL:	0

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: **PM35672**

DATE: **06/13/13**
PREPARED BY: **Clement Jimenez**

OFFSITE STORM DRAIN SYSTEM - RCFCD LINE D & D-1

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipe				
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe (Iris)	94	L.F.	140.00	13,160
18" Reinforced Concrete Pipe (Indian)	54	L.F.	140.00	7,560
24" Reinforced Concrete Pipe (Krameria South)	80	L.F.	160.00	12,800
24" Reinforced Concrete Pipe (Cosmos)	79	L.F.	160.00	12,640
30" Reinforced Concrete Pipe	0	L.F.	180.00	0
36" Reinforced Concrete Pipe (Krameria South)	164	L.F.	190.00	31,160
36" Reinforced Concrete Pipe (Cosmos)	119	L.F.	190.00	22,610
42" Reinforced Concrete Pipe w/AC (RCFC&WCD)	1356	L.F.	228.00	309,168
48" Reinforced Concrete Pipe w/A.C. (RCFC&WCD)	1162	L.F.	261.00	303,282
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe w/A.C. (RCFC&WCD)	659	L.F.	330.00	217,470
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
60" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Reinforced Concrete Structure (RCFC&WCD)	310	C.Y.	700.00	217,000
Caltrans D80 (40") (RCFC&WCD)	48	C.Y.	600.00	28,800
Manholes				
Manhole No. 1	0	EA.	5000.00	0
Manhole No. 2 (RCFC&WCD)	4	EA.	6500.00	26,000
Manhole No. 3	0	EA.	6500.00	0
Manhole No. 4 (RCFC&WCD)	4	EA.	6500.00	26,000
	0		---	0
Catch Basins				
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7') (Iris)	2	EA.	5500.00	11,000
Catch Basin (7') (Indian)	1	EA.	5500.00	5,500
Catch Basin (7') (Krameria South)	1	EA.	5500.00	5,500
Catch Basin (7') (Cosmos)	3	EA.	5500.00	16,500
Catch Basin (14')	0	EA.	8000.00	0
Catch Basin (21')	0	EA.	12500.00	0
Local Depressions (Iris)	2	EA.	535.00	1,070
Local Depressions (Indian)	1	EA.	535.00	535
Local Depressions (Krameria South)	1	EA.	535.00	535
Local Depressions (Cosmos)	3	EA.	535.00	1,605
24" X 24" Grate basin (Krameria South)	1	EA.	2500.00	2,500
18" X 18" Grate Basin	0	EA.	2100.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Removal/Relocation- Catch Basin	0	EA.	5000.00	0
Grated Catch Basin	0	EA.	6000.00	0
Headwall	0	EA.	5500.00	0

Item No. A.12

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: **PM35672** DATE: **06/13/13**
PREPARED BY: **Clement Jimenez**

OFFSITE STORM DRAIN SYSTEM - RCFCD (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Structures				
Transition Structure (RCFC&WCD)(Krameria South)	1	EA.	5500.00	5,500
Junction Structure (RCFC&WCD)(Krameria South)	1	EA.	6000.00	6,000
Junction Structure (Cosmos)	1	EA.	6000.00	6,000
Type IX Inlet Structure	0	EA.	2500.00	0
Inlet Structure (drop)	0	EA.	5000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48") (RCFC&WCD)(Iris)	2	EA.	3000.00	6,000
Concrete Collar (to 48") (RCFC&WCD)(Indian)	1	EA.	3000.00	3,000
Headwall	0	EA.	5500.00	0
Drains				
Terrace Drain	0	S.F	10.00	0
Down Drain	0	S.F	10.00	0
Parkway Drain	0	EA.	3500.00	0
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	0	EA.	250.00	0
"V" Gutter	0	S.F.	10.00	0
	0		---	0
Miscellaneous				
Rip Rap	0	TON	60.00	0
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
	0		---	0
			SUBTOTAL:	1,298,895

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: **PM35672**

DATE: **06/13/13**
PREPARED BY: **Clement Jimenez** CJ

OFFSITE WATER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Water System				
4" PVC C-900 (Cosmos)	157		30.00	4,710
6" PVC C-900 (Indian)	81		40.00	3,240
8" PVC C-900 (Indian)	20		50.00	1,000
10" PVC C-900	0		55.00	0
12" PVC C-900 (Indian)	221		60.00	13,260
12" PVC C-900 (Krameria South)	1375		60.00	82,500
12" PVC C-900 (Krameria North)	62		60.00	3,720
12" PVC C-900 (Cosmos)	2606		60.00	156,360
16" PVC C-900	0		90.00	0
18" PVC C-900	0		135.00	0
20" PVC C-900	0		180.00	0
	0	L.F.	---	0
Valves - Water System				
4" Gate Valve (Indian)	2	EA.	600.00	1,200
4" Gate Valve (Cosmos)	2	EA.	600.00	1,200
6" Gate Valve	0	EA.	800.00	0
8" Gate Valve	0	EA.	1,000.00	0
10" Gate Valve	0	EA.	1,200.00	0
12" Gate Valve (Indian)	6	EA.	2,000.00	12,000
12" Gate Valve (Krameria South)	1	EA.	2,000.00	2,000
12" Gate Valve (Cosmos)	3	EA.	2,000.00	6,000
1" Air Vac Release (Krameria South)	2	EA.	2,000.00	4,000
1" Air Vac Release (Cosmos)	1	EA.	2,000.00	2,000
2" Air Vac Release	0	EA.	3,000.00	0
4" Blow Off	0	EA.	2,000.00	0
4" Blow Off (Indian)	2	EA.	2,000.00	4,000
4" Blow Off (Krameria North)	1	EA.	2,000.00	2,000
Fire Hydrants - Water System				
6" Standard Fire Hydrants	0	EA.	2,800.00	0
6" Super Fire Hydrants (Iris)	0	EA.	3,000.00	0
6" Super Fire Hydrants (Indian)	8	EA.	3,000.00	24,000
6" Super Fire Hydrants (Krameria South)	4	EA.	3,000.00	12,000
6" Super Fire Hydrants (Cosmos)	8	EA.	3,000.00	24,000
Services Connections				
1" Service	0	EA.	500.00	0
1 1/2" Service	0	EA.	1,100.00	0
2" Service	0	EA.	1,600.00	0
	0		---	0
Fittings - Water System				
Misc. Fittings 4" (Cosmos)	4		120.00	480
Misc. Fittings 6" (Krameria North)	2		160.00	320
Misc. Fittings 8" (Indian)	2		200.00	400
Misc. Fittings 10" (Indian)	2		240.00	480
Misc. Fittings 12" (Krameria South)	2		750.00	1,500
Misc. Fittings 12" (Cosmos)	4		750.00	3,000
Water Meters - Water System				
5/8" Meter	0		200.00	0
1" Meter	0		270.00	0
1 1/2" Meter	0		360.00	0
2" Meter (Cosmos)	3		455.00	1,365
	0		---	0
Hot Tap Connections - Water System				
8" Hot Tap	0	EA.	2,800.00	0
Water Service (Indian)	10	EA.	330.00	3,300
Miscellaneous - Water System				
Thrust Block	0	CY	150.00	0
Jack & Bore	0	L.F.	300.00	0
Joint at Existing 8" (Cosmos)	1	EA.	650.00	650
			SUBTOTAL:	370,685

Item No. A.12

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: **PM35672**

DATE: **06/13/13**
PREPARED BY: **Clement Jimenez**

OFFSITE SEWER SYSTEMS

TYPE	QUANTITY UNIT	UNIT PRICE	TOTAL
Pipes - Sewer System			
4" V.C. Pipe	0 L.F.	20.00	0
6" V.C. Pipe (Cosmos)	0 L.F.	25.00	0
8" V.C. Pipe (Krameria South)	32 L.F.	30.00	960
8" V.C. Pipe (Cosmos)	0 L.F.	30.00	0
10" V.C. Pipe (Krameria South)	926 L.F.	40.00	37,040
12" V.C. Pipe	0 L.F.	50.00	0
15" V.C. Pipe	0 L.F.	75.00	0
18" V.C. Pipe	0 L.F.	90.00	0
21" V.C. Pipe	0 L.F.	105.00	0
24" V.C. Pipe	0 L.F.	120.00	0
27" V.C. Pipe	0 L.F.	135.00	0
30" V.C. Pipe	0 L.F.	150.00	0
33" V.C. Pipe	0 L.F.	165.00	0
36" V.C. Pipe	0 L.F.	185.00	0
4" SDR - 35	0 L.F.	13.00	0
6" SDR - 35	0 L.F.	19.00	0
8" SDR - 35	0 L.F.	25.00	0
10" SDR - 35	0 L.F.	30.00	0
12" SDR - 35	0 L.F.	50.00	0
15" SDR - 35	0 L.F.	60.00	0
Concrete Encasement	0 L.F.	20.00	0
	0	---	0
Cleans Outs - Sewer System			
Clean-outs (Krameria South)	1 EA.	700.00	700
Clean-outs	0 EA.	700.00	0
Clean Out Lateral	0 EA.	120.00	0
	0	---	0
Manholes - Sewer System			
Standard Manhole 48" (Krameria South)	4 EA.	3,000.00	12,000
Standard Manhole 48" (Cosmos)	0 EA.	3,000.00	0
Standard Manhole 48" Extra Depth	0 EA.	3,500.00	0
Standard Manhole 60" (Krameria South)	1 EA.	4,500.00	4,500
Shallow Manhole	0 EA.	3,000.00	0
Adjust Manhole to Grade	0 EA.	300.00	0
Tie Into Existing Manhole	0 EA.	1,500.00	0
Rechannel Existing Manhole	0 EA.	1,500.00	0
Join Existing 8" Pipe	0 EA.	600.00	0
Join Existing 12" Pipe	0 EA.	800.00	0
	0	---	0
Miscelleneous - Sewer System			
Wyes (Krameria South)	0 EA.	90.00	0
Wyes (Cosmos)	0 EA.	90.00	0
TV Sewer	0 L.F.	1.00	0
Trench Paving	0 S.F.	5.00	0
Pavement Replacement	0 S.F.	3.00	0
Meter 5/8" W/O Service	0 EA.	200.00	0
		SUBTOTAL:	55,200

EXHIBIT "A"
ENGINEER'S ESTIMATE

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
BOND COMPUTATION SHEET

PROJECT: **PM35672**

DATE: **06/13/13**
PREPARED BY: **Clement Jimenez**

IMPROVEMENT TYPE:

PAVEMENT SECTION WORK	:	$3,073,934
CONCRETE & OTHER STREET WORK	:	$2,875,491
SPECIAL DISTRICTS	:	$152,000
MORENO VALLEY UTILITIES	:	$0
WATER QUALITY BASIN	:	$0
TRANSPORTATION ENGINEERING	:	$424,800
STORM DRAIN SYSTEM - RCFCD LINES	:	$1,298,895
WATER SYSTEM	:	$370,685
SEWER SYSTEM	:	$55,200
MISCELLANEOUS	:	$0
TOTAL COST (VALUE) OF IMPROVEMENTS:		$8,251,005
+5% CONTINGENCY		$412,550
GRAND TOTAL:		$8,663,555

FAITHFUL PERFORMANCE SECURITY
SECURITY AMOUNT: **$8,664,000**

LABOR & MATERIAL SECURITY
SECURITY AMOUNT: **$4,332,000**

*The cost for securing payment of Labor and Materials is fifty (50) percent of the total cost estimate of the improvemetns.

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MV00212874

FAITHFUL PERFORMANCE BOND

City of Moreno Valley
County of Riverside
State of California
(Government Code Section 66499.1)

Public Improvements $8,664,000

Project No. PA07-0080 (PM 35672)

Bond No. SUR7403302

Premium $116,964.00

Surety XL Specialty Insurance Company

Principal Panattoni Construction, Inc.

Address Seaview House, 70 Seaview Avenue

Address 8775 Folsom Blvd., Suite 100

City/Zip Stamford, CT 06902

City/Zip Sacramento, CA 95826

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and Panattoni Construction, Inc. (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to **PA07-0080 (PM 35672)**, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement to furnish bond for the faithful performance of said agreement;

NOW, THEREFORE, we the Principal, and XL Specialty Insurance Company, as Surety, are held and firmly bound to the City of Moreno Valley in the penal sum of **EIGHT MILLION SIX HUNDRED SIXTY FOUR THOUSAND AND NO/100 Dollars (***$8,664,000.00***)**, lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, successors, executors and administrator, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

FAITHFUL PERFORMANCE BOND (Page 2 of 2)
PROJECT NO. PA07-0080 (PM 35672)

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to Surety's obligations hereunder and are hereby waived by Surety.

When the work covered by the agreement is complete, the City Council of the City of Moreno Valley will accept the work and thereupon the amount of the obligation of this bond is reduced by 90%, with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on June 28, 20 13.

NAME OF PRINCIPAL: Panattoni Construction, Inc.
Company Name

AUTHORIZED SIGNATURE(S): By

Name Evan Hamilton — Title SVP

Name Patrick Hastie — Title SrVP

NAME OF SURETY: XL Specialty Insurance Company
Company Name

AUTHORIZED SIGNATURE: Mary Ann Powell
Mary Ann Powell — ITS ATTORNEY-IN-FACT

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.
BOND COMPANY – ATTACH POWER OF ATTORNEY

Approved as to form:

Date: _____

City Attorney
City of Moreno Valley

W:\LandDev\MANAGEMENT ASSISTANT\Agreement Bond Packets\PA07-0080 - Faithful Performance Bond.DOC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of Georgia
County of Fulton

On June 28, 2013 (Date) before me, Anna Logue (Name and Title of Notary)

personally appeared Evan Hamilton (Name and or Names of Signer(s))

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

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

Witness my hand and official seal.

Signature _____ Notary Public Signature
Anna Logue

ANNA LOGUE
MY COMMISSION EXPIRES
NOTARY
PUBLIC
JULY 30, 2013
FULTON COUNTY, GEORGIA

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☒ Corporate Officer – Title(s): Senior Vice President
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____
Panattoni Construction, Inc.

RIGHT THUMBPRINT OF SIGNER
Top of thumb

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

Item No. A.12

MV00212877

ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF ORANGE }ss
}

On July 3, 2013, before me Judi Lowenthal, Notary Public, personally appeared

PATRICK HASTIE

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

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

WITNESS my hand and official seal.

Signature Judi Lowenthal

JUDI LOWENTHAL
COMM. # 1919325
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
MY COMM. EXP. JAN. 25, 2015

(NOTARY SEAL)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST** BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW.

Title of Document Type FAITHFUL PERFORMANCE BOND

Number of Pages 2 Date of Document 6/28/13

Signer(s) Other Than Named Above _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of Illinois
County of Cook

On June 28, 2013 (Date) before me, Susan K. Landreth (Name and Title of Notary)

personally appeared Mary Ann Powell (Name and or Names of Signer(s))

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

OFFICIAL SEAL
SUSAN K LANDRETH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/18/2015

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

Witness my hand and official seal.

Signature Susan K Landreth
Notary Public Signature
Susan K. Landreth

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☒ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____
XL Specialty Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

Item No. A.12

MV00212879

XL Group
Insurance
Reinsurance

THIS IS NOT A BOND NUMBER
UNLIMITED POWER OF ATTORNEY
XL1504844

Power of Attorney
XL Specialty Insurance Company
Greenwich Insurance Company
XL Reinsurance America Inc.

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, Greenwich Insurance Company, Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, , do hereby nominate, constitute, and appoint:

Kimberly Bragg, Ila Delman, Mary Ann Powell, Mark V. Baechle, Christine Eitel

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, , for the penal sum of no one of which is in any event to exceed UNLIMITED.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 5th day of October 2012.

RESOLVED, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this October 5th, 2012.

XL SPECIALTY INSURANCE COMPANY
GREENWICH INSURANCE COMPANY

XL SPECIALTY INSURANCE COMPANY CORPORATE SEAL DELAWARE

GREENWICH INSURANCE COMPANY CORPORATE SEAL DELAWARE

By: David S. Hewett
SENIOR VICE PRESIDENT

Attest: Toni Ann Perkins
SECRETARY

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On this 5th day of October, 2012, before me personally came David S. Hewett to me known, who, being duly sworn, did depose and say: that he is Senior Vice President of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.

KIM D. SLIVA NOTARY PUBLIC My Commission Expires June 30, 2016 STATE OF CONNECTICUT

Kim D. Sliva
NOTARY PUBLIC

SB-0034 – 3/11

Item No. A.12

MV00212880

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Secretary of the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of Power of Attorney issued by said Company, and that I have compared same with the original and that it is a correct transcript there from and of the whole of the original and that the said Power of Attorney is still in full force

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Hartford, this 28th day of June 2013.

XL SPECIALTY INSURANCE COMPANY CORPORATE SEAL DELAWARE

GREENWICH INSURANCE COMPANY CORPORATE SEAL DELAWARE

Toni Ann Perkins
SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 5th day of October, 2012.

XL REINSURANCE AMERICA INC. CORPORATE SEAL NEW YORK

XL REINSURANCE AMERICA INC.

by: [signature]
SENIOR VICE PRESIDENT

Attest: Toni Ann Perkins
SECRETARY

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On this 5th day of October, 2012, before me personally came John P. Welch to me known, who, being duly sworn, did depose and say: that he is President & CEO of XL REINSURANCE AMERICA INC., described in which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.

KIM D. SLIVA NOTARY PUBLIC My Commission Expires June 30, 2016 STATE OF CONNECTICUT

Kim D. Sliva
NOTARY PUBLIC

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Assistant Secretary of the XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Hartford, this 28th day of June 2013.

XL REINSURANCE AMERICA INC. CORPORATE SEAL NEW YORK

Toni Ann Perkins
SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after October 5, 2017
SB0041

THIS DOCUMENT IS PRINTED ON A BLUE BACKGROUND

SB-0034 – 3/11

Item No. A.12

MV00212881

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MV00212882

Attachment 4

MATERIAL AND LABOR BOND

City of Moreno Valley
County of Riverside
State of California
(Government Code Section 66499.2)

Public Improvements $4,332,000

Project No. PA07-0080 (PM 35672)

Bond No SUR7403302

Premium $116,964.00

Surety XL Specialty Insurance Company

Principal Panattoni Construction, Inc.

Address Seaview House, 70 Seaview Avenue

Address 8775 Folsom Blvd., Suite 201

City/Zip Stamford, CT 06902

City/Zip Sacramento, CA 95826

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and **Panattoni Construction, Inc.,** (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to **PA07-0080 (PM 35672)**, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Moreno Valley to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, we the Principal, and the undersigned as corporate Surety, are held and firmly bound unto the City of Moreno Valley and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of **FOUR MILLION THREE HUNDRED THIRTY TWO THOUSAND AND NO/100 Dollars (***$4,332,000.00***)**, lawful money of the United States, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, also in case suit is brought upon this bond, will pay, in addition to the face amount hereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

MATERIAL AND LABOR BOND (Page 2 of 2)
PROJECT NO. PA07-0080 (PM 35672)

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition. Surety further stipulates and agrees that the provision of Section 2845 of the Civil Code are not a condition precedent to the Surety's obligations hereunder and hereby waived by the Surety.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on June 28, 2013.

NAME OF PRINCIPAL: Panattoni Construction, Inc.
Company Name

AUTHORIZED SIGNATURE(S):

Name Evan Hamilton — Title SVP

Name Patrick Hastie — Title Sr. V.P.

NAME OF SURETY: XL Specialty Insurance Company
Company Name

AUTHORIZED SIGNATURE: Mary Ann Powell — ITS ATTORNEY-IN-FACT

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.
BOND COMPANY – ATTACH POWER OF ATTORNEY

Approved as to form:

Date: _____

City Attorney
City of Moreno Valley

W:\LandDev\MANAGEMENT ASSISTANT\Agreement Bond Packets\PA07-0080 - Material Labor Bond.DOC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of Georgia
County of Fulton

On July 3, 2013 (Date) before me, Anna Logue (Name and Title of Notary)

personally appeared Evan Hamilton (Name and or Names of Signer(s))

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

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

ANNA LOGUE
MY COMMISSION EXPIRES
NOTARY PUBLIC
JULY 30, 2013
FULTON COUNTY, GEORGIA

Witness my hand and official seal

Signature _____ Notary Public Signature
Anna Logue

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☒ Corporate Officer – Title(s): Senior Vice President
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____
Panattoni Construction, Inc.

RIGHT THUMBPRINT OF SIGNER
Top of thumb

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF ORANGE }ss
}

On July 3, 2013, before me Judi Lowenthal, Notary Public, personally appeared

PATRICK HASTIE

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

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

WITNESS my hand and official seal.

Signature Judi Lowenthal

JUDI LOWENTHAL
COMM. # 1919325
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
MY COMM. EXP. JAN. 25, 2015

(NOTARY SEAL)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST** BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW.

Title of Document Type MATERIAL + LABOR BOND

Number of Pages 2 Date of Document 6/28/13

Signer(s) Other Than Named Above _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of Illinois
County of Cook

On June 28, 2013 (Date) before me, Susan K. Landreth (Name and Title of Notary)

personally appeared Mary Ann Powell (Name and or Names of Signer(s))

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

OFFICIAL SEAL
SUSAN K LANDRETH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/18/2015

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

Witness my hand and official seal.

Signature Susan K. Landreth
Notary Public Signature
Susan K. Landreth

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s): _____
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☐ Guardian or Conservator
☒ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____
XL Specialty Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

Item No. A.12

MV00212887

XL Group
Insurance
Reinsurance

Power of Attorney
XL Specialty Insurance Company
Greenwich Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
UNLIMITED POWER OF ATTORNEY
XL1504843

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, Greenwich Insurance Company, Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, , do hereby nominate, constitute, and appoint:

Kimberly Bragg, Ila Delman, Mary Ann Powell, Mark V. Baechle, Christine Eitel

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, , for the penal sum of no one of which is in any event to exceed UNLIMITED.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 5th day of October 2012.

RESOLVED, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this October 5th, 2012.

XL SPECIALTY INSURANCE COMPANY CORPORATE SEAL DELAWARE

GREENWICH INSURANCE COMPANY CORPORATE SEAL DELAWARE

XL SPECIALTY INSURANCE COMPANY
GREENWICH INSURANCE COMPANY

By: David S. Hewett
SENIOR VICE PRESIDENT

Attest: Toni Ann Perkins
SECRETARY

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On this 5th day of October, 2012, before me personally came David S. Hewett to me known, who, being duly sworn, did depose and say: that he is Senior Vice President of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.

KIM D. SLIVA NOTARY PUBLIC My Commission Expires June 30, 2016 STATE OF CONNECTICUT

Kim D. Sliva
NOTARY PUBLIC

SB-0034 – 3/11

Item No. A.12

MV00212888

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Secretary of the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of Power of Attorney issued by said Company, and that I have compared same with the original and that it is a correct transcript there from and of the whole of the original and that the said Power of Attorney is still in full force

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Hartford, this 28 day of June 2013.

XL SPECIALTY INSURANCE COMPANY CORPORATE SEAL DELAWARE

GREENWICH INSURANCE COMPANY CORPORATE SEAL DELAWARE

Toni Ann Perkins
SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 5th day of October, 2012.

XL REINSURANCE AMERICA INC. CORPORATE SEAL NEW YORK

XL REINSURANCE AMERICA INC.

by: [signature]
SENIOR VICE PRESIDENT

Attest: Toni Ann Perkins
SECRETARY

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On this 5th day of October, 2012, before me personally came John P. Welch to me known, who, being duly sworn, did depose and say: that he is President & CEO of XL REINSURANCE AMERICA INC., described in which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.

KIM D. SLIVA NOTARY PUBLIC My Commission Expires June 30, 2016 STATE OF CONNECTICUT

Kim D. Sliva
NOTARY PUBLIC

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Assistant Secretary of the XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Hartford, this 28 day of June 2013.

XL REINSURANCE AMERICA INC. CORPORATE SEAL NEW YORK

Toni Ann Perkins
SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after October 5, 2017
SB0041

THIS DOCUMENT IS PRINTED ON A BLUE BACKGROUND

SB-0034 – 3/11

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MV00212890

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: August 27, 2013

TITLE: PA13-0012 – APPROVAL OF PROPOSED RESOLUTION FOR THE VACATION OF A PORTION OF JOY STREET FROM CACTUS AVENUE TO BROADIAEA AVENUE

RECOMMENDED ACTION

Recommendations:

1. Adopt the Resolution No. 2013-71, vacating a portion of Joy Street.

2. Direct the City Clerk to certify said resolution and transmit a copy of the resolution to the County Recorder's office for recording.

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Planning Commission is scheduled to review the vacation of Joy Street at its August 22, 2013 meeting. The results of the Planning Commission, if any, will be orally reported at the Council meeting.

BACKGROUND

On December 11, 2012, the City Council approved PA12-0020 an Amended Plot Plan to add 507,720 SF to an existing 779,016 SF warehouse building for a total of 1,286,736 SF on an 18.6 acre site.

On July 23, 2013, the Community & Economic Development Director of the City of Moreno Valley approved PA13-0012, a Tentative Parcel Map for the 507,720 square foot expansion of the existing distribution warehouse building on approximately 18.6 acres. The project is located at the west side of Graham Street, between Cactus Avenue and Brodiaea Avenue. The project conditions of approval require the vacation

of Joy Street in order to accommodate the project's proposed building expansion. The recently approved plot plan requires the same condition of approval.

City staff requires that the vacation be completed prior to issuance of building permits as per the conditions of approval. However, for the purpose of removing unwanted encumbrances from the project site in advance of the design drawings, the developer is requesting the vacation at this time. In addition, as part of the purchase and sales agreement between the private parties, the vacation of Joy Street is required in order for the exchange of property to move forward.

DISCUSSION

The proposed building expansion will enlarge the existing structure and parking area in the westerly direction, across what is now Joy Street. By way of the Tentative Parcel Map approved as PA13-0012, the existing parcel and the additional property needed for the expansion will be merged into a single lot following the proposed vacation. As the proposed building expansion will be constructed over Joy Street, the vacation of this portion of the roadway is necessary to allow for the requested business expansion.

At present, the portion of Joy Street to be vacated is fully improved. Utility Coordination letters were sent to all utility companies that may exists within the portion of the street to be vacated. There is currently an existing sewer main within Joy Street which will be abandoned upon the completion of a new alternate system routed around the proposed expansion area. The developer is coordinating with Eastern Municipal Water District (EMWD) and staff has received correspondence indicating their support of the vacation. In addition, Moreno Valley Utility has some conduits servicing the street lights within the portion of Joy Street to be vacated. These facilities will be removed with the other public improvements within this section of roadway per the conditions of approval. The proposed vacation will continue to reserve the rights and easements within the right-of-way.

Therefore, in accordance with the Streets & Highway Code, staff is recommending the vacation of Joy Street as described and shown in the exhibits attached to the proposed resolution for the following reasons: 1) the vacation would not cut off access to any adjacent properties 2) the street will be impassable to vehicular traffic following the expansion of the existing building and 3) the right-of-way will be considered excess right-of-way and not required for street purposes.

ALTERNATIVES

1. Adopt the proposed resolution, vacating a portion of Joy Street. *The said portion of right-of-way is no longer, nor will be in the future, useful for road or landscaping purposes.*

2. Do not adopt the proposed resolution, vacating a portion of Joy Street. *The said portion of excess right-of-way will remain as public right-of-way, and the proposed building expansion will not be able to move forward. This alternative would prohibit the developer from developing per the previously approved project entitlements.*

NOTIFICATION

Written notice of the intent to vacate Joy Street has been provided to the various utility companies, in addition to those businesses within 300-feet of the project boundaries. The public has been notified by publication in the newspaper, the posting of a large-scale notice on the project site and through the agenda.

ATTACHMENTS

Attachment 1 – Vicinity Map
Attachment 2 – Proposed Resolution

Prepared By:
Mark W. Sambito, P.E.
Engineering Division Manager

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00212894

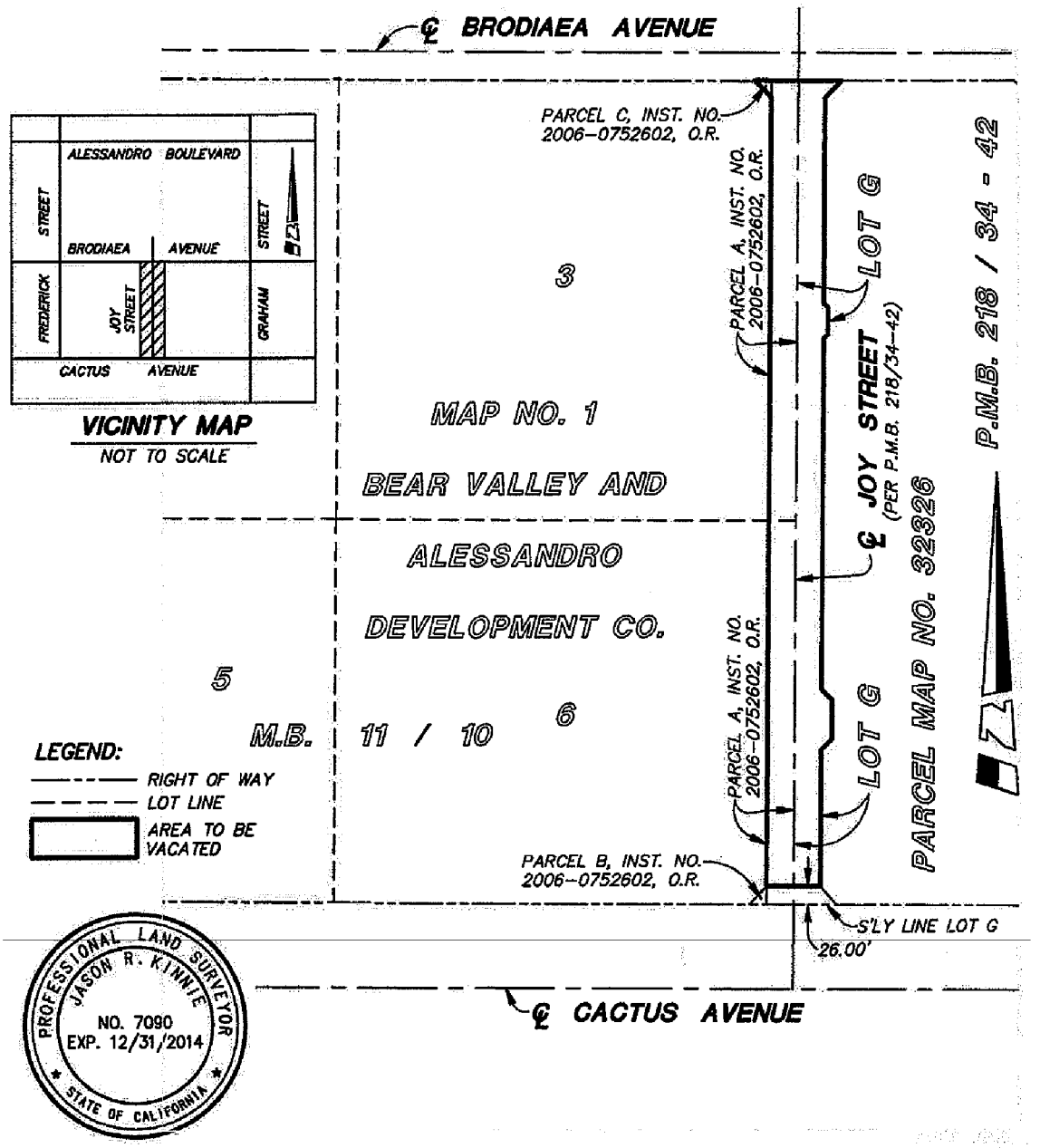

CITY OF MORENO VALLEY PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT	PA13-0012

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MV00212896

RESOLUTION NO. 2013-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE VACATION OF A PORTION OF JOY STREET FROM CACTUS AVENUE TO BRODIAEA AVENUE

WHEREAS, the City Council of the City of Moreno Valley, California, acquired right-of-way easements for road and public utility purposes on Joy Street; and

WHEREAS, a portion of this right-of-way is no longer, nor in the future will be, useful for road and public utility purposes; and

WHEREAS, the public improvements which exist on said portion of right-of way will be removed; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1

That pursuant to the provisions of Chapter 4, Part 3, of Division 9 of the Streets and Highways Code of the State of California, designated the "Public Streets, Highways, and Service Easements Vacation Law," the following described portion of right-of way is vacated and abandoned:

That said portion of Joy Street in the City of Moreno Valley, County of Riverside, State of California described in the attached legal description and illustrated on the plat, attached hereto and made a part hereof, marked Exhibits "A" and "B", respectively.

Excepting and reserving from the vacation any easement and fee right-of-way for existing public utilities and public service facilities, together with the right to maintain, operate, replace, remove or renew such facilities, pursuant to Section 8340 of the Streets and Highway Code.

Section 2

That pursuant to the provisions of Sections 831 of Title 3 and 1112 of Title 4, Part 2, Division 2 of the California Civil Code of the State of California, title to the above-described portion of Joy Street revert to the owner of the underlying fee thereof, free from use as an easement for drainage purposes except as noted in Section 1.

Section 3

That the City Clerk of the City of Moreno Valley, California, shall cause a certified copy of this Resolution to be recorded in the office of the Recorder for the County of Riverside, California.

APPROVED AND ADOPTED this 27th day of August, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-71 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 27th day of August, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

EXHIBIT A
STREET VACATION
LEGAL DESCRIPTION

That portion of Joy Street shown as Lot G of Parcel Map No. 32326, in the City of Moreno Valley, County of Riverside, State of California, as shown on the map recorded August 15, 2006 in Book 218, Pages 34 through 42, inclusive of Parcel Maps, in the office of the County Recorder of said County lying Southerly of Brodiaea avenue and Northerly of Cactus Avenue, together with that portion of Joy Street described as Parcels A, B and C in the document recorded October 12, 2006 as Instrument Number 2006-0752602 of Official Records, in said office of the County Recorder.

Excepting therefrom that portion lying Southerly of a line being parallel with and 26.00 feet Northerly of the Southerly line of said Lot G.

Prepared by me or under my supervision.

JASON R. KINNIE, PLS 7090

PROFESSIONAL LAND SURVEYOR
JASON R. KINNIE
NO. 7090
EXP. 12/31/2014
STATE OF CALIFORNIA

PA12-0020
R110244.24 (D)
07-23-13

jrk

Page 1 of 1

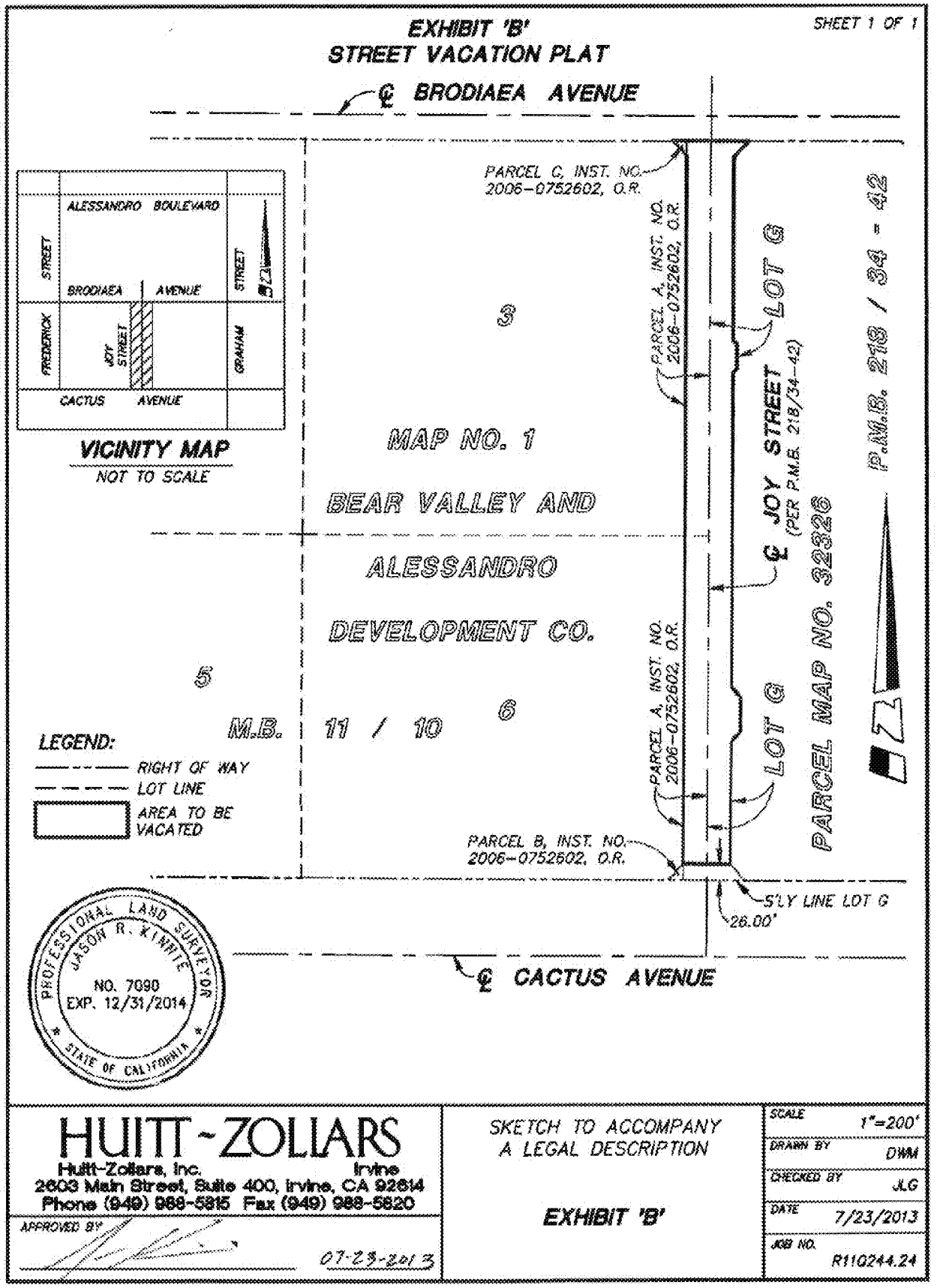
EXHIBIT 'B'
STREET VACATION PLAT
SHEET 1 OF 1
℄ BRODIAEA AVENUE
PARCEL C, INST. NO. 2006-0752602, O.R.
PARCEL A, INST. NO. 2006-0752602, O.R.
LOT G
P.M.B. 219 / 34 - 42
3
MAP NO. 1
BEAR VALLEY AND
ALESSANDRO
DEVELOPMENT CO.
℄ JOY STREET (PER P.M.B. 218/34-42)
PARCEL MAP NO. 32326
5
6
M.B. 11 / 10
LEGEND:
RIGHT OF WAY
LOT LINE
AREA TO BE VACATED
PARCEL B, INST. NO. 2006-0752602, O.R.
S'LY LINE LOT G
26.00'
℄ CACTUS AVENUE
ALESSANDRO BOULEVARD
STREET
BRODIAEA AVENUE
FREDERICK
JOY STREET
GRAHAM
CACTUS AVENUE
VICINITY MAP
NOT TO SCALE
PROFESSIONAL LAND SURVEYOR
JASON R. KINNITE
NO. 7090
EXP. 12/31/2014
STATE OF CALIFORNIA
HUITT-ZOLLARS
Huitt-Zollars, Inc. Irvine
2603 Main Street, Suite 400, Irvine, CA 92614
Phone (949) 988-5815 Fax (949) 988-5820
APPROVED BY
07-23-2013
SKETCH TO ACCOMPANY
A LEGAL DESCRIPTION
EXHIBIT 'B'
SCALE 1"=200'
DRAWN BY DWM
CHECKED BY JLG
DATE 7/23/2013
JOB NO. R110244.24

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MV00212902

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Thomas M. DeSantis, Assistant City Manager

AGENDA DATE: August 27, 2013

TITLE: RECOMMENDATION TO ESTABLISH THE CLASSIFICATION OF RECYCLING SPECIALIST IN THE PUBLIC WORKS DEPARTMENT

RECOMMENDED ACTION

Recommendation:

1. Adopt the new position, class specification and salary range of the Recycling Specialist in the Public Works Department.

BACKGROUND

The FY 2013/14 City Budget, adopted on June 11, 2013, authorized a Recycling Specialist Position in the Public Works Department pending development of a Classification Specification to be developed in coordination with the Human Resources Department.

DISCUSSION

Authorization for a Recycling Specialist position within the City's FY 2013/14 Budget funds a career, full-time Recycling Specialist (salary grade 16) in lieu of the two existing temporary, part-time Intern positions within the Solid Waste Program. Replacing part-time positions with a single career position will promote program continuity and improved support for the City's Recycling Program.

The Solid Waste/Recycling Program currently has only one full-time Management Analyst as the sole career position associated with this program. Given the specialized nature of this program, and the need to ensure compliance with State of California regulations, it is important to ensure adequate staff support for the state-mandated Recycling Program. The addition of a Full-Time Career Recycling Specialist will

accommodate this need. The position will be funded by the Used Oil Recycling Grant, Beverage Container Recycling Grant, and Solid Waste (General Fund) budget with a funding split of 44% ($27,000), 44% ($27,000), and 12% ($7,000), respectively. The position would utilize approximately 60% of the funds available from the (2) grants and the remainder would remain available for educational outreach efforts. Funding for this position was approved in the FY 2013/14 - 2014/15 budgets.

The recommended Classification Specification and salary range are consistent with similar classifications in the County of Riverside's recycling program.

ALTERNATIVES

1. Approve the Recycling Specialist position and establish the job title, class specification, and salary range for the new classification. *Staff recommends this alternative.*

2. Not approve the Recycling Specialist position. *Staff does not recommend this alternative.*

FISCAL IMPACT

No additional funding is required. Funding for this position is included in the FY 2013/14 - 2014/15 budget.

The salary grade for the Recycling Specialist position is proposed at Grade 16 ($40,777 - $57,411). The position would be funded by the Used Oil Recycling Grant, Beverage Container Recycling Grant, and Solid Waste (General Fund) budget. The position would utilize approximately 60% of the funds available from the (2) grants and the remainder would remain available for educational outreach efforts.

ATTACHMENTS

Attachment 1 – Class Specification

Approved By:
Thomas M. DeSantis
Assistant City Manager

Concurred By:
Robert Lemon
Maintenance & Operations Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

City of Moreno Valley

Date Council Approved_____
Date Effective _____

CLASS SPECIFICATION
Recycling Specialist

GENERAL PURPOSE

Under general supervision, to assist with the development and implementation of the City's Solid Waste and Recycling Program; to participate in all phases of recycling programs; prepare and make presentations and make recycling educational materials available to all segments of the public and other agencies; to research, develop, present and promote recycling information and programs; to assist with management and administration of the City's solid waste collection program and associated hauler franchise agreement; and to do other work as required.

DISTINGUISHING CHARACTERISTICS

Recycling Specialists perform a variety of specialized tasks in providing assistance with the City's Solid Waste and Recycling Program, and is characterized by responsibility to develop and implement projects to accomplish the City's goals of recycling and waste reduction.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Assists with the administration of citywide recycling programs; coordinates recycling efforts with private and public agencies;
2. Conducts grant fund research and prepares or evaluates draft applications; conducts waste stream analyses and audits.
3. Produces brochures and other marketing material to promote recycling.
4. Researches and reports on legislation that affects recycling markets and processes.
5. Develops and implements detailed funding plans.
6. Conducts and participates in waste assessments; prepares statistical reports on waste characterization and waste generation.
7. Conducts promotional events; makes presentations to promote recycling.
8. Prepares and presents educational recycling programs.
9. Acts as liaison between City recycling programs and staff.
10. Assist Solid Waste & Recycling Program staff by attending meetings and providing presentations.

OTHER DUTIES

1. Assists with identifying funding resources to support program objectives; assists with the development of grant proposals and funding applications; assists with preparation of City Council resolutions and other related reports; assists with the administration of contracts and assists with the monitoring of programs to ensure contract requirements; assists with the preparation of expenditure and grant reports as required by funding agencies.

2. Assists with the preparation of the annual Solid Waste Rate Adjustment and delinquent account placement for action by the City Council; assists with responding to citizen concerns and complaints regarding the solid waste collection program.

QUALIFICATIONS

Knowledge of:

1. Principals, practices and methods of program, administrative and organizational analysis.

2. Federal, state and local laws, regulations and court decisions applicable to assigned areas of responsibility.

3. Principles and practices of public outreach and involvement, including marketing principles and practices.

4. Principles and practices of sound business communication.

5. Principles, practices and techniques of group process facilitation and conflict resolution.

Ability to:

1. Assist with the planning, organizing, and managing of a variety of complex program functions and activities to achieve Solid Waste Management program goals and objectives.

2. Collect, evaluate and interpret appropriate and applicable data, either in statistical or narrative form.

3. Coordinate program activities with multiple stakeholders and facilitate development of partnership and multi-agency agreements.

4. Understand, interpret, explain and apply laws, regulations, ordinances and policies applicable to Solid Waste Management program responsibilities.

5. Prepare clear, concise and comprehensive reports, correspondence and other documents appropriate to the audience.

6. Present conclusions and recommendations clearly, logically and persuasively to both internal and external program stakeholders.

7. Ensure the maintenance of all requires files, records and documentation.

8. Exercise tact and diplomacy in dealing with difficult and sensitive people, issues and situations.

9. Establish and maintain effective working relationships with managers at all levels, staff, representatives of other public agencies, executive management of contractors, property and business owners, the public and others encountered in the course of work.

10. Lift, carry and move boxes and files weighing 25 pounds or more.

Education, Training and Experience:

A typical way of obtaining the knowledge, skills and abilities outlined above is graduation from high school or GED equivalent, supplemented by graduation from an accredited college with a Bachelors' degree in Environmental Sciences, Public or Business Administration or a closely related field; and at least one year of progressively responsible experience in the administration, development or implementation of public or private recycling programs or resource recovery programs or an equivalent combination of training and experience.

Licenses; Certificates; Special Requirements:

A valid California driver's license and the ability to maintain insurability under the City's vehicle insurance policy.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this job, employees are regularly required to stand, walk or sit; talk or hear, both in person and by telephone; and use hands to operate, finger, handle or feel computers, office equipment, operate objects or controls; and to reach with hands and arms. Employees are regularly required to kneel, stoop, bend, or balance, and lift up to 25 pounds, and occasionally lift up to 50 pounds.

Specific vision abilities required are close vision, distance vision, peripheral vision and the ability to adjust focus.

Mental Demands

While performing the duties of this class, incumbents are regularly required to use written and oral communication skills; read, interpret and analyze data and information; use math and mathematical reasoning; analyze and solve problems; observe and interpret people and situations; learn and apply new information; perform detailed work on multiple, concurrent tasks; work under deadlines and interact with supervisors, clients, management agents, property owners, coworkers, the public and others encountered in the course of work.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Employees work under normal office conditions involving a high volume of telephone calls and in-person client interactions; the noise level is moderate. Occasionally, employees are required to work in outdoor weather conditions.

MINUTES - REGULAR MEETING OF JULY 9, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00212910

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in their respective capacities as the President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Michael McCarty, Director of Parks and Community Services

AGENDA DATE: August 27, 2013

TITLE: REPLACEMENT OF PLAY STRUCTURES AND PLAYGROUND SURFACING AT FAIRWAY PARK, EL POTRERO PARK, AND WESTBLUFF PARK

RECOMMENDED ACTION

Recommendations:

1. Award Purchase Order to Miracle Recreation Equipment Company, 8445 Solution Center, Chicago, IL 60677-8004 for material and labor to replace play structures and playground surfacing at Fairway Park, El Potrero Park, and Westbluff Park.

2. Authorize the Purchasing Manager to execute a purchase order in an amount not to exceed $381,928.11 as appropriated in FY13/14, in GL account 3006-50-57-80007-720199, project number 807 0004 50 57 3006Q.

3. Authorize the issuance of a Purchase Order to Miracle Recreation Equipment Company, in the amount of $381,928.11 ($356,928.11 for the bid amount plus 7% contingency) when the contract has been signed by all parties.

4. Authorize the Parks and Community Services Director to execute any subsequent change orders to the contract with Miracle Recreation Equipment Company, up to but not to exceed the Purchase Order contingency of $25,000 subject to the approval of the City Attorney.

5. Authorize the Parks and Community Services Director to accept the improvements into the Community Services District's maintained system upon acceptance of the improvements as complete.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Parks and Recreation Commission reviewed and recommended the Capital Improvement Plan, including this project on March 8, 2012.

BACKGROUND

In order to comply with the California Code of Regulations, Health and Safety Codes, American Society for Testing and Materials (ASTM) and the U.S. Consumer Products Safety Commission (CPSC), play structures that are not compliant need to be retrofitted and/or replaced to be in compliance. Retrofitting is not an option in these cases, since the play equipment at these sites was discontinued in the 1990's. Several sites have been identified for replacement in the 5-year CIP, including Fairway Park, El Potrero Park, and Westbluff Park.

Miracle Recreation Equipment Company's play equipment is part of the Parks and Community Services Department's specified standards for tot lots and playgrounds. The play equipment being replaced was manufactured by Miracle Recreation Equipment Company. Additionally, Miracle Recreation Equipment Company is the exclusive supplier for Fibar® ADA compliant surfacing used in City parks. Fibar® is the standard specification for loose fill engineered wood fiber for City parks.

DISCUSSION

Project materials and labor costs have all been publically bid utilizing the HGAC (Houston-Galveston Area Council government-to-government procurement service) cooperative bidding process. Miracle Recreation Equipment Company was the low bidder for all components that are being contracted for.

In order to maintain and ensure the continuity of adopted park standards and compliance with the State and Federal codes and regulations, staff recommends that Miracle Recreation Equipment Company provide the play structures, surfacing, and this service during installation of the new structures at Fairway Park, El Potrero Park, and Westbluff Park.

ALTERNATIVES

1. Award Purchase Order to Miracle Recreation Equipment Company, 8445 Solution Center, Chicago, IL 60677-8004 for material and labor to replace play structures and playground surfacing at Fairway Park, El Potrero Park, and Westbluff Park, and authorize the Purchasing Manager to execute a purchase order in an amount not to exceed $381,928.11 as appropriated in FY13/14, in G.L. account 3006-50-57-80007-720199, project number 807 0004 50 57 3006Q.

2. Elect not to award a purchase order to Miracle Recreation Equipment Company at this time and provide further direction to staff.

FISCAL IMPACT

Funding for the new play structures and playground surfacing is estimated not to exceed $381,928.11, utilizing Quimby Development Impact Fees (2906). This item is an approved budget item for FY 13/14 in GL account 3006-50-57-80007-720199, project number 807 0004 50 57 3006Q.

This recommended action imposes NO fiscal impact to the General Fund.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE, AND CLEANLINESS:
Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

NOTIFICATION

Posting of the agenda.

ATTACHMENTS

Attachment 1: Miracle Contract Agreement
Attachment 2: HGAC Contract Information
Attachment 3: HGAC Contract

Prepared By:
Tony Hetherman
Park Projects Coordinator

Department Head Approval:
Michael McCarty
Director of Parks and Community Services

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00212914

Attachment 1

Moreno Valley Community Services District of the City of Moreno Valley

INDEPENDENT CONTRACTOR AGREEMENT
PLAYGROUND EQUIPMENT AT EL POTRERO, FAIRWAY AND WESTBLUFF PARKS
PROJECT 12/13-80700045057

This Agreement is made by and between the Moreno Valley Community Services District, a district formed pursuant to California Community Services District Law, County of Riverside, State of California, hereinafter referred to as the "CSD", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon City policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

This Agreement is made and entered into effective the date the CSD signs this Agreement.

1. **CONTRACTOR INFORMATION**:

Miracle Recreation Equipment Company
A subsidiary of PlayPower, Inc.
8445 Solution Center
Chicago, IL 60677-8004
Business Phone: 800-264-7225, Fax No. 877-215-3869
Other Contact Number: 951-695-4515
Social Security Number: N/A
Business License Number: 22609
Federal Tax I.D. Number: 43-1595099

2. **CONTRACTOR SERVICES, FEES, AND RELEVANT DATES**:

A. The Contractor's scope of service is described in Attachment 'A' attached hereto and incorporated herein by this reference.
B. The CSD's responsibility and project locations, other than payment, described in Attachment 'B' attached hereto and incorporated herein by this reference.
C. Payment terms are provided in Attachment 'C' attached hereto and incorporated herein by this reference.
D. Playground apparatus schematics are provided in Attachment 'D'.
E. Contractor's quote is provided in Attachment 'E'.
F. The Agreement shall commence on the date it is signed by the CSD. The termination date of the Agreement shall be April 30, 2014.
G. The Contractor's Starting Date is the date listed on the issued Purchase Order, which will be utilized as the "Notice to Proceed". The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion within **ninety (90) working days** after said date in the "Notice to Proceed". The CSD acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

H. The work performed in this contract shall be performed Monday through Friday, 7 a.m. to 4 p.m. CSD observed holidays shall be observed by the Contractor and no work shall be performed on these dates.

3. **STANDARD TERMS AND CONDITIONS**:

A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The CSD will not provide any training to Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the CSD, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the CSD, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the CSD.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the CSD. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the CSD shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.

E. Contractor Indemnification. To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect, hold harmless and defend (even if the allegations are false, fraudulent, or groundless), the Moreno Valley Community Services District (CSD), the City of Moreno Valley, the City Council and each member thereof, and the Moreno Valley Housing Authority and all of their respective officials, officers, directors, employees, commission members, representatives and agents ("Indemnitees"), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the Work, the Project or any breach of the Contract by Contractor or any of its officers, agents, employees, subcontractors, sub-subcontractors, or any person performing any of the Work, pursuant to a direct or indirect contract with the Contractor ("Indemnity Claims"). Such Indemnity Claims include, but are not limited to, claims for:

1. Any activity on or use of the CSD's and/or City's premises or facilities;
2. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
3. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;
4. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
5. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor's warranties, representations or agreements set forth in the Contract Documents;

6. Any failure to coordinate the Work with CSD's Separate Contractors;
7. Any failure to provide notice to any party as required under the Contract Documents;
8. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;
9. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;
10. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the CSD) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);
11. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;
12. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or subcontractors;
13. Any operation conducted upon or any use or occupation of the Site by Contractor, its officers, agents, employees, or subcontractors under or pursuant to the provisions of the Contract or otherwise;
14. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or subcontractors;
15. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or Owner arising out of Contractor's Work, for which the Contractor is responsible; and
16. Any and all claims against the CSD seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the CSD from such claims.

Effect of Indemnitees' Active Negligence. Contractor's obligations to indemnify and hold the Indemnitees harmless **exclude** only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph E. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

Independent Defense Obligation. The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitee(s) shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any

Indemnity Claim. The Contractor shall respond within thirty (30) Calendar Days to the tender of any Indemnity Claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to the CSD.

Intent of Parties Regarding Scope of Indemnity. It is the intent of the parties that the Contractor and its subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity or hold harmless provisions in the Contract Documents are found to be ambiguous, or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

Waiver of Indemnity Rights Against Indemnitees. With respect to third party claims against the Contractor, to the fullest extent permitted by law, the Contractor waives any and all rights to any type of express or implied indemnity against the Indemnitees.

Subcontractor Requirements. In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Paragraph 11.

No Limitation or Waiver of Rights. Contractor's obligations under this Paragraph E are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Paragraph 11 are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any subcontractor, any supplier of the Contractor or subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Paragraph E shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the CSD to monitor compliance with these requirements imposes no additional obligations on the CSD and will in no way act as a waiver of any rights hereunder.

Withholding to Secure Obligations. In the event an Indemnity Claim arises prior to final payment to Contractor, the CSD may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the CSD may release such funds if the Contractor provides the CSD with reasonable assurances of protection of the Indemnitees' interests. The CSD shall, in its sole discretion, determine whether such assurances are reasonable.

Survival of Indemnity Obligations. Contractor's obligations under this Paragraph E are binding on Contractor's and its subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

F. Insurance Requirements. The Contractor shall procure and maintain at its sole expense and throughout the term of this Agreement, any extension thereof, Commercial General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described herein.

Additional Insured Endorsements. The Contractor shall cause the insurance required by the Contract Document to include the Moreno Valley Community Services District (CSD), the City of Moreno Valley (City), and the Moreno Valley Housing Authority, and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives as an additional insureds. For the Commercial General Liability coverage, said parties shall be named as additional insureds utilizing either:

1. Insurance Services Office ("ISO") Additional Insured endorsement CG 20 10 (11/85); or
2. ISO Additional Insured endorsement CG 20 10 (10/01) and Additional Insured Completed Operations endorsement CG 20 37 (10/01); or
3. Substitute endorsements providing equivalent coverage, approved by the City.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The coverage shall contain no special limitations on the scope of protection afforded to such additional insureds. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.

Waivers of Subrogation. All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the Moreno Valley Community Services District (CSD), the City of Moreno Valley, the City Council and each member thereof, and the Moreno Valley Housing Authority, and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives.

Primary Coverage. All policies and endorsements shall stipulate that the Contractor's (and the subcontractors') insurance coverage shall be primary insurance as respects the Moreno Valley Community Services District (CSD), the City of Moreno Valley, the City Council and each member thereof, and the Moreno Valley Housing Authority, and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives, and shall be excess of the Contractor's (and its subcontractors') insurance and shall not contribute with it.

Coverage Applies Separately to Each Insured and Additional Insured. Coverage shall state that the Contractor's (and its subcontractors') insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage shall apply to any claim or suit brought by an additional insured against a named insured or other insured.

Self-Insurance. Any self-insurance (including deductibles or self-insured retention in excess of $50,000) in lieu of liability insurance must be declared by Contractor and approved by the City in writing prior to execution of the Agreement. The City's approval of self-insurance, if any, is within the City's sole discretion and is subject to the following conditions:

Contractor must, at all times during the term of the Agreement and for a period of at least **one (1) year** after completion of the Project maintain and upon Owner's reasonable request provide evidence of:

1. Contractor's "net worth" (defined as "total assets" [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property and equipment and intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;
2. financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill;) and
3. a claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.

If at any time after such self-insurance has been approved Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this

Paragraph G, at the option of the City:

1. the Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph G and otherwise on the terms required above; or
2. the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, the CSD, its officers, officials, employees and volunteers; or
3. the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

Insurer Financial Rating. Insurance companies providing insurance hereunder shall be rated A-:VII or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

Notices to CSD of Cancellation or Changes. Each insurance policy described in Paragraph G shall contain a provision or be endorsed to state that coverage will not be cancelled without **thirty (30) days'** prior written notice by certified or registered mail to the CSD (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to the CSD), except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. If an insurance carrier cancels any policy or elects not to renew any policy required to be maintained by Contractor pursuant to the Contract Documents, Contractor agrees to give written notice to the CSD at the address indicated on the first page of the Agreement. Contractor agrees to provide the same notice of cancellation and non-renewal to the CSD that is required by such policy(ies) to be provided to the First Named Insured under such policy(ies). Contractor shall provide confirmation that the required policies have been renewed not less than seven (7) days prior to the expiration of existing coverages and shall deliver renewal or replacement policies, certificates and endorsements to the City Clerk within fourteen (14) days of the expiration of existing coverages. Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City Clerk copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

Commercial General Liability. Coverage shall be written on an ISO Commercial General Liability "occurrence" form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the CSD Special Provisions.

Contractor shall maintain Commercial General Liability insurance with the following minimum limits: $1,000,000 per occurrence / $2,000,000 aggregate / $2,000,000 products-completed operations.

Business Automobile Liability. Coverage shall be written on ISO form CA 00 01 (12/93 or later edition) or a substitute form providing equivalent coverage for owned, hired, leased and non-owned vehicles, whether scheduled or not, with $1,000,000 combined single limit per accident for bodily injury and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

Workers' Compensation. Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job.

Compliance is accomplished in one of the following manners:

1. Provide copy of permissive self-insurance certificate approved by the State of California; or
2. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of **$1,000,000** per accident; or
3. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

Subcontractors' Insurance. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

G. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the CSD unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The CSD and the Contractor agree that to the extent permitted by law, until final approval by the CSD, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

H. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

(a) The CSD may terminate this Agreement without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the CSD. The CSD shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

(b) Either party may terminate this Agreement for cause. In the event the CSD terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.

Payment. Payments to the Contractor pursuant to this Agreement will be reported to federal and state taxing authorities as required. The CSD will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the CSD's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement. No payment shall be made until the product has been fully installed, inspected and certified by an authorized Certified Playground Safety Inspector (CPSI).

I. Stop Notice Withholds. The CSD may withhold payments to cover claims filed under Civil Code § 3179 et seq.

J. Restrictions on CSD/City Employees. The Contractor shall not employ any CSD or City employee or official in the work performed pursuant to this Agreement. No officer or

employee of the CSD or City shall have any financial interest in this Agreement in violation of federal, state, or local law.

K. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

L. Legal Action. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Contract Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney fees and court costs to be fixed by the court.
In addition to the foregoing award of attorney fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgement proceedings to enforce any judgments in connection with this Contract Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgement.

M. Warranty. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Contract fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

N. Prevailing Wage. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations and Prevailing Wage Rates. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents. The Contractor shall submit a list of all trades utilized in the project and corresponding DIR wage determinations. Certified payroll reports, Certificates of Compliance and Fringe Benefit Statements shall be submitted weekly.

O. Records. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after Final Acceptance.

P. Performance. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the CSD.

Q. Workers' Compensation. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Contract.

R. Contract Commencement. The effective date of this Contract Agreement shall be the date of the Award of Contract by the CSD.

S. Licensing. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the

Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826.Mailing address: P.O.Box 26000,Sacramento, CA 95826.

T. City of Moreno Valley Business License. The Contractor and all subcontractors shall obtain and keep current a City of Moreno Valley Business License prior to commencement and throughout the duration of the Work.

U. Successors and Assigns. The parties bind themselves, their heirs, executors, administrators, successors and assigns the covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not, either voluntarily or by action of law, assign any right or obligation of the Contractor under the Contract Documents without prior written consent of the CSD.

V. Unconditional Release of Materials and Labor. Prior to final payment for material and labor, the Contractor shall provide the CSD Unconditional Wavers of Release for all products and associated labor.

W. Certification. Prior to final payment, the Contractor shall provide a Certification of Compliance letter, from a Certified Playground Inspector (CPSI), stating that all playground materials were installed in compliance with the United States Consumer Product Safety Commission (CPSC) guidelines.

X. Bonds.

Performance Bond. The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the CSD. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contact Documents as may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the CSD and the CSD's Separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

Labor and Materials Payment Bond. The Contractor shall furnish a satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the CSD in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, form, or entity eligible to file a stop notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the CSD. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the CSD.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the CSD, become non-responsible or unacceptable, the Contractor shall, within ten (10)

Calendar Days after receiving notice from the CSD, provide written documentation to the Satisfaction of the CSD that Contractor has secured new or additional sureties for the bonds; otherwise the Contractor shall be in default of the Contract. No further payments shall be deemed due or will be made under Contract until a new surety(ies) qualifies and is accepted by the CSD.

Contractor agrees that the Labor and Materials Payment Bond and Faithful Performance Bond attached to this Agreement are for reference purposes only, and shall not be considered a part of this Agreement. Contractor further agrees that said bonds are separate obligations of the Contractor and its surety, and that any attorney's fee provision contained in any payment bond or performance bond shall not apply to this Agreement. In the event there is any litigation between the parties arising from the breach of this Agreement, each party will bear its own attorneys' fees in the litigation.

INDEPENDENT CONTRACTOR AGREEMENT
PLAYGROUND EQUIPMENT AT EL POTRERO, FAIRWAY & WESTBLUFF PARKS
PROJECT 12/13-80700045057

SIGNATURE PAGE TO FOLLOW

Moreno Valley Community Services District

BY:_____
President of the Board of Directors

DATE:_____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Parks and Community Services Director
(if contract exceeds $15,000)

_____
Date

Miracle Recreation Equipment Company

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. A general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT PROJECT #12/13-807-0004-50-57
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- o Individual(s)
- o Corporate Officer
  _____
  (Title)
- o Partner (s)
- o Attorney-in-Fact
- o Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly appears above in the notary section or a separate acknowledgment form must property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
- Indicate title or type of attached document, number of pages and date.
- Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

Item No. B.3

BOND NO._____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

Moreno Valley Community Services District of the City of Moreno Valley
PLAYGROUND EQUIPMENT AT EL POTRERO, FAIRWAY & WESTBLUFF PARKS
PROJECT 12/13-80700045057

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the Moreno Valley Community Services District of the City of Moreno Valley, County of Riverside, State of California, known as "CSD," has awarded to Miracle Recreation Equipment Company as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the President of the Board of Directors, and identified as Project No. 12/13-80700045057, and all Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the Moreno Valley Community Services District of the City of Moreno Valley, County of Riverside in the penal sum of three-hundred fifty-six thousand nine-hundred twenty-eight and 11/100 dollars, ($ 356,928.11), lawful money of the United States, to be paid to the said CSD or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the CSD or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the CSD in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- **The bond shall be executed by a California admitted surety insurer (CCP 995.311).**
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact.**
- **The bond shall include an attached Notary Certificate for the Bidder.**
- **The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.**
- **The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.**
- **The Bidder's and Surety's corporate seal may be affixed hereto.**

- CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as maye printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

MV00212930

BOND NO._____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Price)

Moreno Valley Community Services District of the City of Moreno Valley
PLAYGROUND EQUIPMENT AT EL POTRERO, FAIRWAY & WESTBLUFF PARKS
PROJECT 12/13-80700045057

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the Moreno Valley Community Services District of the City of Moreno Valley, County of Riverside, State of California, known as "CSD," has awarded to Miracle Recreation Equipment Company as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the President of the Board of Directors, and identified as Project No. 12/13-80700045057, and all Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the Moreno Valley Community Services District of the City of Moreno Valley, County of Riverside in the penal sum of three-hundred fifty-six thousand nine-hundred twenty-eight and 11/100 dollars, ($ 356,928.11), lawful money of the United States, to be paid to the said CSD or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Contract Documents and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the CSD, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the CSD and judgement is recovered, the Surety shall pay all costs incurred by the CSD in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- **The bond shall be executed by a California admitted surety insurer (CCP 995.311).**
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact.**
- **The bond shall include an attached Notary Certificate for the Bidder.**
- **The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.**
- **The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.**
- **The Bidder's and Surety's corporate seal may be affixed hereto.**

- CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND
SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

Item No. B.3

ATTACHMENT 'A'

SCOPE OF WORK

Fairway Park:

1. This is a State of California Prevailing Wage Project; certified payroll is required per the Department of Industrial Relations guidelines.
2. Provide and maintain temporary fence (approx.190 l.f.) around area of work (no barb wire allowed).
3. Demo and dispose of all existing play equipment, footings, ramps, rubber surfacing and its base concrete, sand, soil, engineered wood fiber, or other base material. Excavate play pit materials to a depth minimum of 14".
4. Contractor to provide the CSD a **weight certification and weight in 'Tons'** for all recyclable material (concrete, steel, rubber, etc.) removed from the project. The certification shall be generated from the disposal or recycler facility. The Contractor shall be careful not to contaminate materials with other foreign matter.
5. Install one (1) concrete ADA ramp with a maximum 4.5% slope (direction of travel) and a 1.5% maximum cross slope. The ramp must extend to the bottom of the play pit and have a minimum 6" high protective edge. All ramps shall be compliant with ADA/Title 24 and have 6' landings. Ramps shall be reinforced with #4 rebar @ 24" on center. Minimum thickness of concrete shall be no less than 6". Base material for ramp must be Class-II, compacted to 95%.
6. Install two (2) large sump drains (36" wide x 72" deep), utilizing drainage fabric and ¾" washed gravel and filter fabric. The grade shall slope approximately 2% toward the sumps.
7. Install Kid's Choice modular play structure with one (1) Integral 18' x 18' Playcover and Nexus play equipment.
8. Install a minimum of 1760 square feet of Fibar System 312 (including filter cloth and drainage channels) to a minimum compacted depth of 12". Contractor shall make allowances for the extra depth created by the drainage slope. The finished surface of Fibar shall be level across the perimeter of the play pit. Compaction shall be using water and a power whacker or equal.
9. Replace/repair turf, plant and or hardscape damage caused by construction vehicles and/or equipment.
10. Contractor to supply product submittals and shop drawings. Concrete shall be Greenbook 560C-3250 PSI for footings and Greenbook 560C-3250 PSI for flatwork. Fly ash will not be permitted on any concrete. Contractor shall compact all footing excavations and flatwork sub base to 90%.
11. Contractor shall notify Underground Service Alert, prior to any excavation.
12. Contractor to provide unconditional releases from all material suppliers and subcontractors.

El Potrero Park:

1. This is a State of California Prevailing Wage Project; certified payroll is required per the Department of Industrial Relations guidelines.
2. Provide and maintain temporary fence (approx. 240 l.f.) around area of work (no barb wire allowed).
3. Demo and dispose of all existing play equipment, footings, ramps, rubber surfacing and its base concrete, sand, soil, engineered wood fiber, or other base material. Excavate play pit materials to a depth minimum of 14".
4. Contractor to provide the CSD a **weight certification and weight in 'Tons'** for all recyclable material (concrete, steel, rubber, etc.) removed from the project. The certification shall be generated from the disposal or recycler facility. The Contractor shall be careful not to contaminate materials with other foreign matter.
5. Install one (1) concrete ADA ramp with a maximum 4.5% slope (direction of travel) and a 1.5% maximum cross slope. The ramp must extend to the bottom of the play pit and have a minimum 6" high protective edge. All ramps shall be compliant with ADA/Title 24 and have 6' landings. Ramps shall be reinforced with #4 rebar @ 24" on center. Minimum thickness of concrete shall be no less than 6". Base material for ramp must be Class-II, compacted to 95%.
6. Install two (2) large sump drains (36" wide x 72" deep), utilizing drainage fabric and ¾" washed gravel and filter fabric. The grade shall slope approximately 2% toward the sumps.
7. Install Kid's Choice modular play structure and UPC Rocks and ropes course.
8. Install a minimum of 2003 square feet of Fibar System 312 (including filter cloth and drainage channels) to a minimum compacted depth of 12". Contractor shall make allowances for the extra depth created by the drainage slope. The finished surface of Fibar shall be level across the perimeter of the play pit. Compaction shall be using water and a power whacker or equal.
9. Replace/repair turf, plant and or hardscape damage caused by construction vehicles and/or equipment.
10. Contractor to supply product submittals and shop drawings. Concrete shall be Greenbook 560C-3250 PSI for footings and Greenbook 560C-3250 PSI for flatwork. Fly ash will not be permitted on any concrete. Contractor shall compact all footing excavations and flatwork sub base to 90%.
11. Contractor shall notify Underground Service Alert, prior to any excavation.
12. Contractor to provide unconditional releases from all material suppliers and subcontractors.

Westbluff Park:

1. This is a State of California Prevailing Wage Project; certified payroll is required per the Department of Industrial Relations guidelines.
2. Provide and maintain temporary fence (approx. 360 l.f.) around area of work (no barb wire allowed).
3. Demo and dispose of all existing play equipment, footings, ramps, rubber surfacing and its base concrete, sand, soil, engineered wood fiber, or other base material. Excavate play pit materials to a depth minimum of 14".
4. Contractor to provide the CSD a **weight certification and weight in 'Tons'** for all recyclable material (concrete, steel, rubber, etc.) removed from the project. The certification shall be generated from the disposal or recycler facility. The Contractor shall be careful not to contaminate materials with other foreign matter.
5. Install one (1) concrete ADA ramp with a maximum 4.5% slope (direction of travel) and a 1.5% maximum cross slope. The ramp must extend to the bottom of the play pit and have a minimum 6" high protective edge. All ramps shall be compliant with ADA/Title 24 and have 6' landings. Ramps shall be reinforced with #4 rebar @ 24" on center. Minimum thickness of concrete shall be no less than 6". Base material for ramp must be Class-II, compacted to 95%.
6. Install two (2) large sump drains (36" wide x 72" deep), utilizing drainage fabric and ¾" washed gravel and filter fabric. The grade shall slope approximately 2% toward the sumps.
7. Install Kid's Choice Mega Tower play structure, saddle seats, two (2) bay swing and 2-5 play structure with one (1) 18' x 18' Playcover.
8. Install a minimum of 4890 square feet of Fibar System 312 (including filter cloth and drainage channels) to a minimum compacted depth of 12". Contractor shall make allowances for the extra depth created by the drainage slope. The finished surface of Fibar shall be level across the perimeter of the play pit. Compaction shall be using water and a power whacker or equal.
9. Replace/repair turf, plant and or hardscape damage caused by construction vehicles and/or equipment.
10. Contractor to supply product submittals and shop drawings. Concrete shall be Greenbook 560C-3250 PSI for footings and Greenbook 560C-3250 PSI for flatwork. Fly ash will not be permitted on any concrete. Contractor shall compact all footing excavations and flatwork sub base to 90%.
11. Contractor shall notify Underground Service Alert, prior to any excavation.
12. Contractor to provide unconditional releases from all material suppliers and subcontractors.

ATTACHMENT 'B'

CSD'S RESPONSIBILITY AND PROJECT LOCATIONS

→ Provide Contractor access and water to the site.

→ Ensure irrigation water is off as necessary for the Contractor to perform their duties. The Contractor shall notify the Park Maintenance Division one working day in advance to have irrigation turned off.

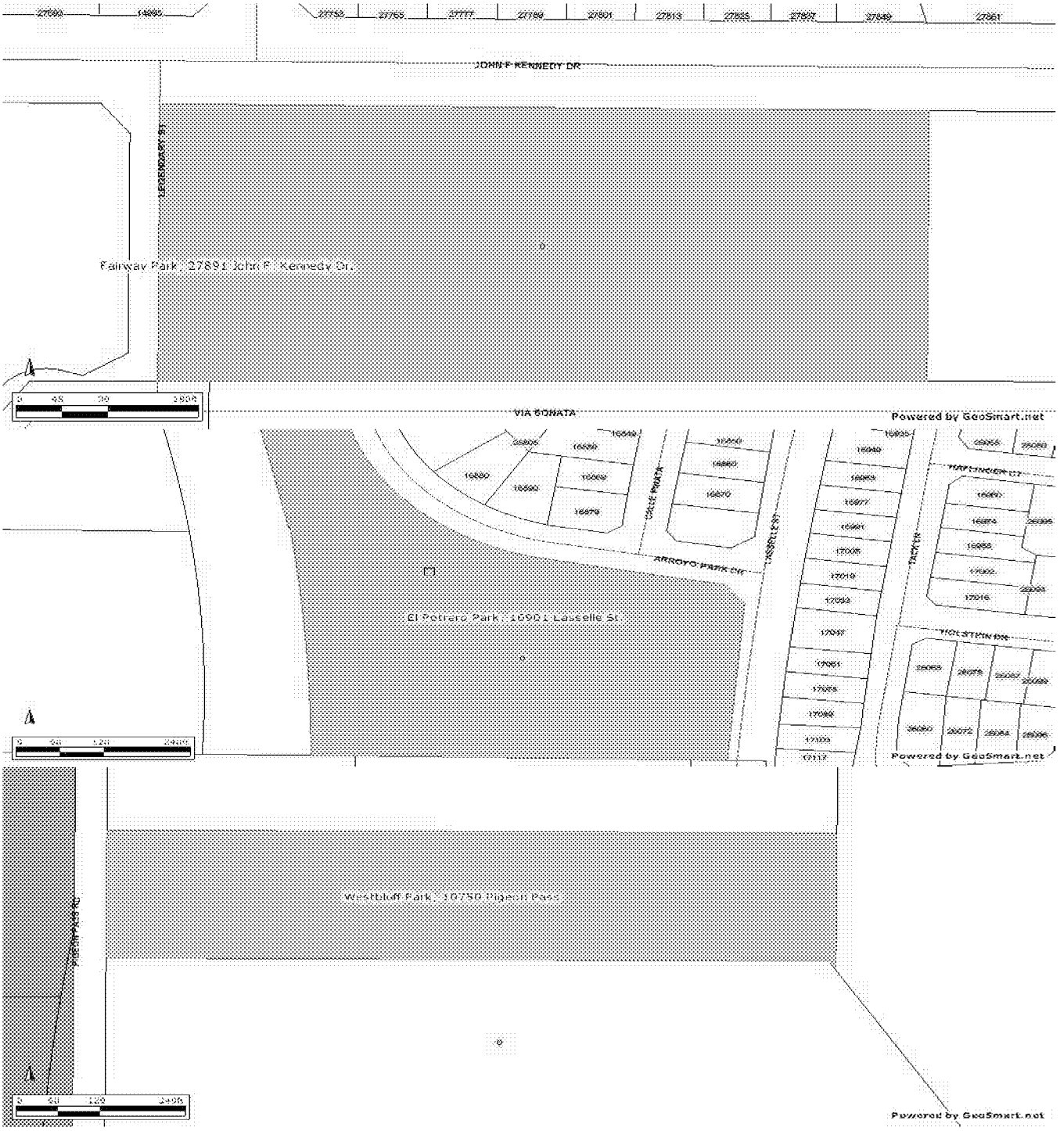

ATTACHMENT 'C'

TERMS OF PAYMENT

1. The Contractor's total compensation shall not exceed $ 356,928.11 for Fairway Park, El Potrero Park, and Westbluff Park play equipment installed complete, per quote and HGAC contract.

2. The Contractor will submit one invoice to the CSD along with documentation evidencing services completed. At no time will the CSD pay for more services than have been satisfactorily completed and the CSD's determination of the amount due shall be final.

3. The CSD shall pay the Contractor for all invoiced, materials and labor as identified in the contract within thirty (30) days of completion, inspection and certification of compliance with national standards set by the American Society for Testing and Materials (ASTM) and Consumer Safety Commission (CPSC), performed by an approved Certified Playground Safety Inspector (CPSI).

4. Any fees for authorized professional services furnished by the Contractor which have not been paid or contested by the CSD within thirty (30) days of the CSD's receipt and of the invoice for such service will be subject to a late charge of one percent (1%) of the unpaid amount for each month for which payment has not been received by the Contractor. For invoices received prior to acceptance, the acceptance date will be utilized as the invoiced date.

Attachment D

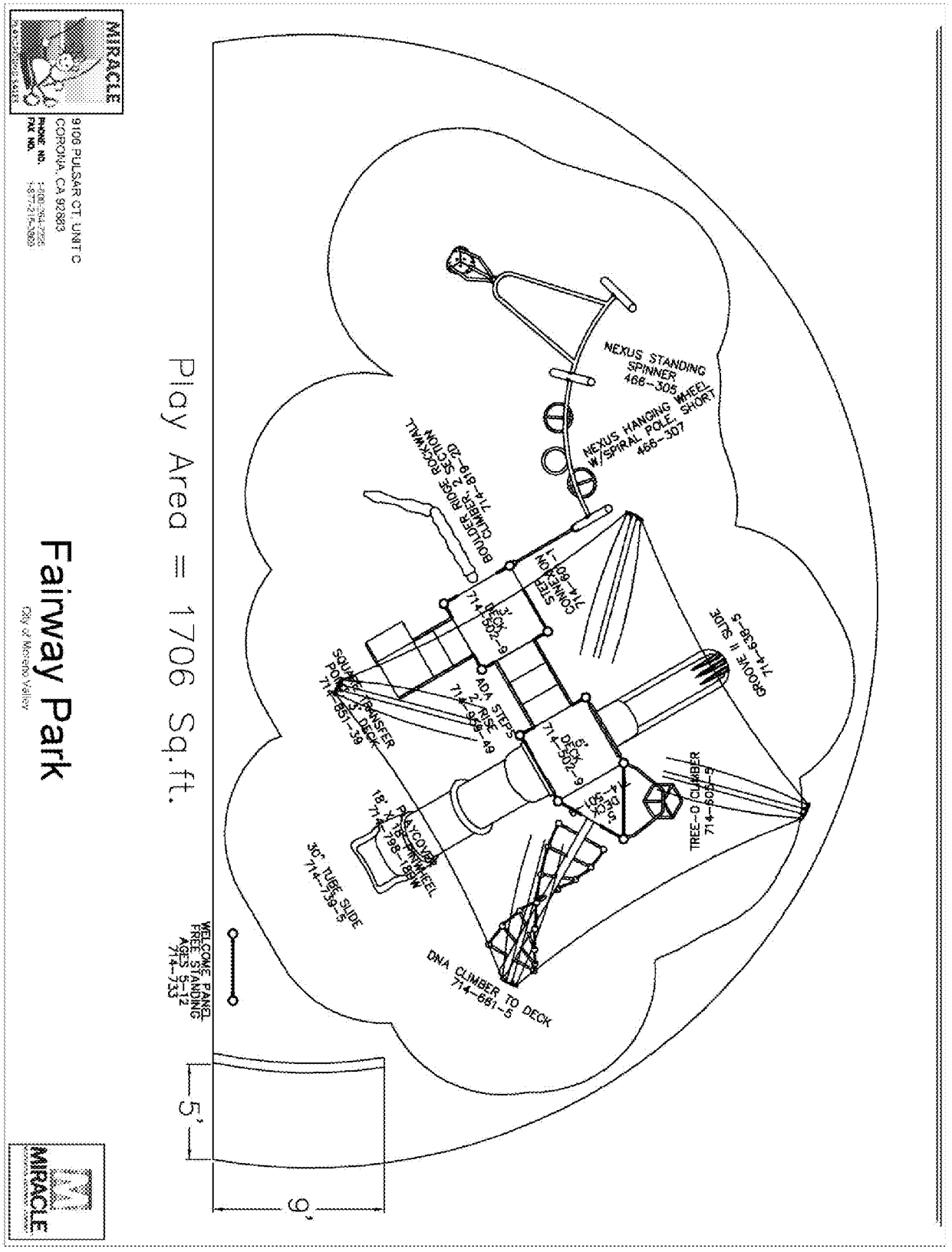

Item No. B.3

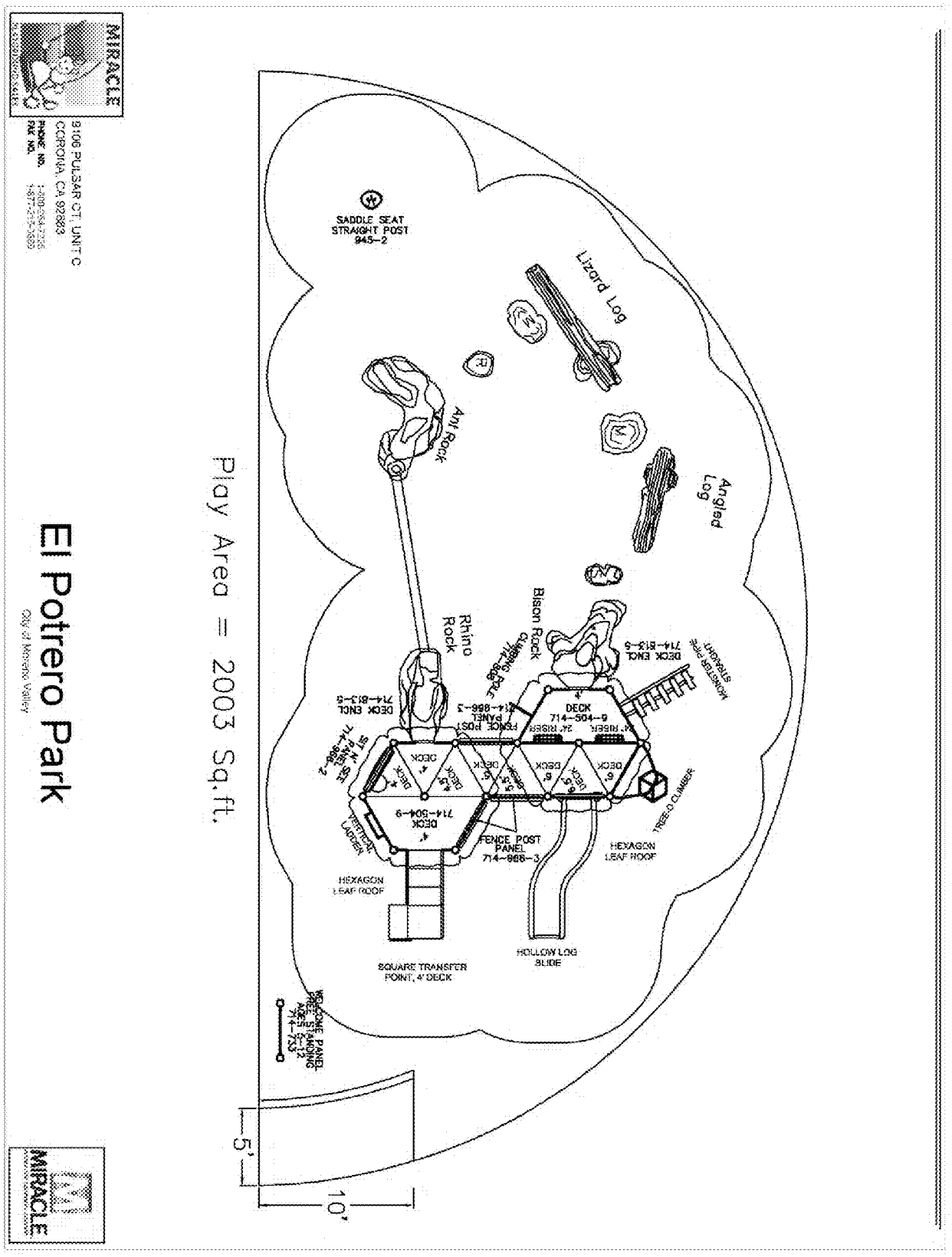
MIRACLE
9106 PULSAR CT, UNIT C
CORONA, CA 92883
PHONE NO. 1-800-554-7225
FAX NO. 1-877-215-3889
El Potrero Park
City of Moreno Valley
Play Area = 2003 Sq.ft.
SADDLE SEAT
STRAIGHT POST
945-2
Lizard Log
Arch Rock
Angled Log
Bison Rock
Rhino Rock
DECK ENCL
714-813-5
DECK
714-504-9
FENCE POST
PANEL
714-866-3
HEXAGON
LEAF ROOF
SQUARE TRANSFER
POINT, 4' DECK
HOLLOW LOG
SLIDE
VERTICAL
LADDER
TRIPLE-D CLIMBER
5'
10'
MIRACLE

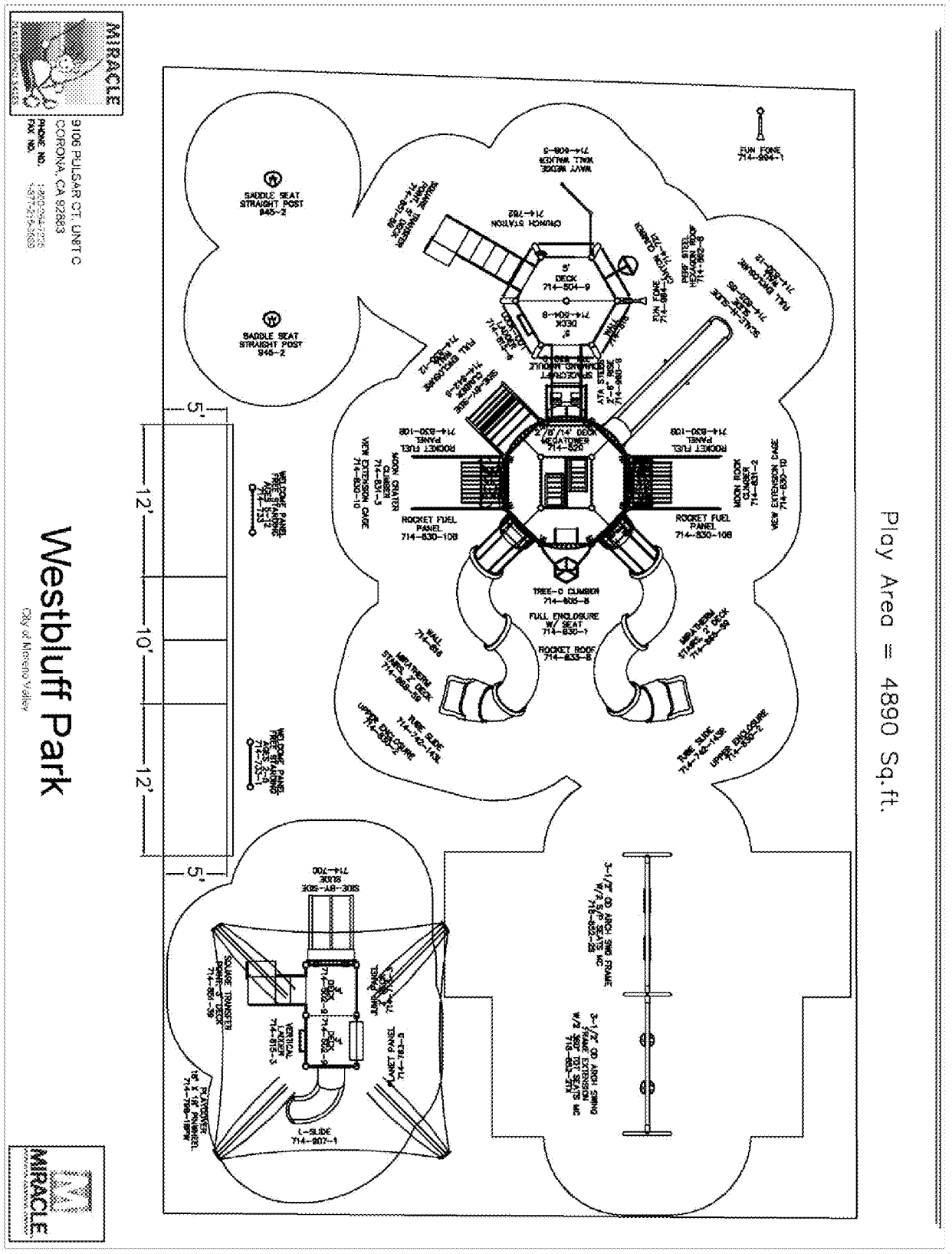
MIRACLE
9106 PULSAR CT. UNIT C
CORONA, CA 92883
PHONE NO. (800) 294-7225
FAX NO. (877) 215-2663
Westbluff Park
City of Moreno Valley
Play Area = 4890 Sq.ft.
12'
10'
12'
5'
5'
SADDLE SEAT STRAIGHT POST 945-2
SADDLE SEAT STRAIGHT POST 945-2
FUN FONE 714-804-1
WAVY MEDIUM WALL MARKER 714-608-3
CHANGE STATION 714-782
5' DECK 714-504-9
5' DECK 714-504-8
FUN FONE 714-804-1
CHANGE STATION 714-782
PERF STEEL ROOF 714-830-8
FULL ENCLOSURE SEAT 714-830-12
SCALE-A-SLIDE 714-830-15
STRUCTURAL MONOLITH 714-830-4
STRUCTURAL MONOLITH 714-830-4
2'-6" RISE STA STEPS 714-880-8
2'8/14' DECK MEGATOWER 714-826
ROCKET FUEL PANEL 714-830-108
ROCKET FUEL PANEL 714-830-108
MOON CRATER CLIMBER 714-831-3
VIEW EXTENSION CAGE 714-830-10
MOON ROCK CLIMBER 714-831-2
VIEW EXTENSION CAGE 714-830-10
ROCKET FUEL PANEL 714-830-108
ROCKET FUEL PANEL 714-830-108
TREE-O CLIMBER 714-805-8
FULL ENCLOSURE W/ SEAT 714-830-1
ROCKET ROOF 714-833-8
WALL 714-816
WEATHERM STAIRS 2' DECK 714-880-58
WEATHERM STAIRS 2' DECK 714-880-58
TUBE SLIDE 714-740-14SR
UPPER ENCLOSURE 714-830-2
TUBE SLIDE 714-740-14SR
UPPER ENCLOSURE 714-830-2
WELCOME PANEL FREE STANDING 714-733
WELCOME PANEL FREE STANDING 714-733-1
SIDE-BY-SIDE SLIDE 714-700
SQUARE TRANSFER PLATFORM 714-780-36
DECK 714-504-8
DECK 714-504-9
VERTICAL LADDER 714-815-3
JUMP PANEL 714-
PLANET PANEL 5-FEET 714-
PLAYCOVER 16' X 16' PINWHEEL 714-780-16PW
L-SLIDE 714-807-1
3-1/2" OD ARCH SWG FRAME W/ 8'5/8" SEATS 714-880-28 OR
3-1/2" OD ARCH SWING W/ 2 SEAT EXTENSIONS 714-880-27 OR

Item No. B.3

Attachment E

Miracle

Miracle Recreation Equipment Co

8845 Solution Center
Chicago IL 60677-8004

QUOTATION

Date	Estimate #
6/10/2013	2013-1392

Phone # 800-264-7225
Fax # 877-215-3869

E-mail sales@miracleplayground.com
Web Site www.miracle-recreation.com

Name / Address
City of Moreno Valley

ALL PURCHASE ORDERS
MUST HAVE THIS ADDRESS:
8445 Solution Center
Chicago IL 60677-8004

Project	Terms	Rep	FOB
3 Parks - HGAC	Net 30	Rob	factory

Item	Description	Qty	Rate	Total
	Part A			
Miracle	Kids Choice/RNR play structure #CD197478 - El Potrero Park	1	63,927.20	63,927.20T
Miracle	Mega Tower play structure #Westbluff - West Bluff Park	1	146,694.00	146,694.00T
Miracle	Kids Choice play structure #CD197456 - Fairway Park	1	37,436.00	37,436.00T
	Part B			
Fibar	Fibar Surfacing - 3 parks	1	20,221.46	20,221.46
	Part C			
Freight	Commercial Freight - El Potrero Park	1	5,782.16	5,782.16
Freight	Commercial Freight - Westbluff Park	1	6,586.00	6,586.00
Freight	Commercial Freight - Fairway Park	1	3,195.22	3,195.22
Miracle	Miracle Discount - El Potrero	1	-7,589.50	-7,589.50T
Miracle	Miracle Discount - Westbluff Park	1	-44,004.20	-44,004.20T
Miracle	Miracle Discount - Fairway Park	1	-11,230.80	-11,230.80T
Installation	Installation of play equipment Fairway, Westbluff and El Portrero Parks	1	74,417.16	74,417.16
Installation	Installation of Fibar surfacing	1	6,066.30	6,066.30
Installation	Site work & equipment removal	1	33,608.49	33,608.49

This Quote is Valid for 30 Days

Subtotal

This quote shall not become binding until signed and delivered by both customer and Miracle Recreation "Miracle". To submit this offer, please sign and forward a complete copy of this quote via fax to 877-215-3869 or email sales@miracleplayground.com.

Sales Tax (8.0%)

Total

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by the customer in writing or otherwise, as materials alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net 30 days from invoice with approved credit and all charges are due and payable in full at 8445 Solution Center Lockbox 778445 Chicago IL 60677-8004 unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the equipment at its own expense. Purchase orders and payments should be made to Miracle Recreation.

Page 1

Miracle
Miracle Recreation Equipment Co
8845 Solution Center
Chicago IL 60677-8004

Phone # 800-264-7225
Fax # 877-215-3869
E-mail sales@miracleplayground.com
Web Site www.miracle-recreation.com

QUOTATION

Date	Estimate #
6/10/2013	2013-1392

Name / Address
City of Moreno Valley

ALL PURCHASE ORDERS
MUST HAVE THIS ADDRESS:
8445 Solution Center
Chicago IL 60677-8004

Project	Terms	Rep	FOB
3 Parks - HGAC	Net 30	Rob	factory

Item	Description	Qty	Rate	Total
Miracle	Bonding fees	1	7,000.00	7,000.00
HGAC	All pricing based on HGAC Contract. Please see attached interlocal contract.		0.00	0.00T

This Quote is Valid for 30 Days

This quote shall not become bindng until signed and delivered by both customer and Miracle Recreation "Miracle". To submit this offer, please sign and forward a complete copy of this quote via fax to 877-215-3869 or email sales@miracleplayground.com.

Subtotal	$342,109.49
Sales Tax (8.0%)	$14,818.62
Total	$356,928.11

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by the customer in writing or otherwise, as materials alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net 30 days from invoice with approved credit and all charges are due and payable in full at 8445 Solution Center Lockbox 778445 Chicago IL 60677-8004 unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the equipment at its own expense. Purchase orders and payments should be made to Miracle Recreation.

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MV00212944

HGACBuy THE SMART PURCHASING SOLUTION

Save Time and Money Buying and Installing Playground and Playground Surfacing by Using H-GAC Purchasing Agreements

PLAYGROUND EQUIPMENT AND SURFACING AVAILABLE

- **Miracle Recreation Equipment Company**
- **HAGS**
- **Xccent**
- **Fibar Engineered Wood Fiber**
- **Fibar Pour In Place Rubber Surfacing**

GENERAL INFORMATION

HGACBuy is a "Government-to-Government" procurement service available nationwide. Governmental entities have been procuring products and services through HGACBuy for over 30 years.

As a unit of local government assisting other local governments, HGACBuy strives to make the governmental procurement process more efficient by establishing competitively priced contracts for goods and services, and providing the customer service necessary to help its members achieve their procurement goals. All contracts available to members of HGACBuy have been **awarded by virtue of a public competitive procurement process compliant with state statutes**.

All units of local government, including non-profits providing governmental services, are eligible to join HGACBuy.

USING THE PROGRAM

Types of Participating Users

- Municipalities, Cities, Counties and State Agencies
- Councils of Government
- Schools, School Districts, Colleges, Universities
- Hospitals and Hospital Districts
- Emergency Medical Services and Services Districts

- Volunteer Fire Departments and Rural Fire Prevention Districts
- Special Law Enforcement Jurisdictions
- Judicial Courts & Districts
- Emergency Communications Districts
- Utility Districts (MUDs, WCIDs, Irrigation, etc.)
- Special Districts
- Authorities (Airport, Port, River, Water, Toll Road, etc.)
- State Agencies
- Not-for-Profit Corporations [501(c)(3)] providing government functions and services. (Special requirements apply: See Program Info/Executing an Interlocal Contract with HGACBuy)

The Texas Interlocal Cooperation Act (ILC)

Most States in the United States have either Interlocal Cooperation or Joint Powers authority to allow local governments in those states to join and participate in programs like HGACBuy.

State of California Statutes
California Code
California Government Code
Title 1 General
Division 7 Miscellaneous
Chapter 5 Joint Exercise of Powers
Article 1 Joint Powers Agreements
§ 6500 Government.

As used in this article, "public agency" includes, but is not limited to, the federal government or any federal department or agency, this state, another state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission of this state or another state, or any joint powers authority formed pursuant to this article by any of these agencies.

§ 6502 Government.

If authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties, even though one or more of the contracting agencies may be located outside this state.

It shall not be necessary that any power common to the contracting parties be exercisable by each such contracting party with respect to the geographical area in

which such power is to be jointly exercised. For purposes of this section, two or more public agencies having the power to conduct agricultural, livestock, industrial, cultural, or other fairs or exhibitions shall be deemed to have common power with respect to any such fair or exhibition conducted by any one or more of such public agencies or by an entity created pursuant to a joint powers agreement entered into by such public agencies.

State of Arizona Statutes
Title 11 Counties
Chapter 7 Intergovernmental Operations
Article 3 Joint Exercise of Powers
§ 11-951. Definitions

For the purposes of this article, the term "public agency" shall include the federal government or any federal department or agency Indian tribe, this state, any other state, all departments, agencies, boards and commissions of this state or any other state, counties, school districts, cities, towns, all municipal corporations, and any other political subdivisions of the state or any other state.

§ 11-952. Intergovernmental agreements and contracts

If authorized by their legislative or other governing bodies, two or more public agencies by direct contract or agreement may contract for services or jointly exercise any powers common to the contracting parties and may enter into agreements with one another for joint or cooperative action or may form a separate legal entity, including a nonprofit corporation, to contract for or perform some or all of the services specified in the contract or agreement or exercise those powers jointly held by the contracting parties, except that if two or more school districts arrange to become contracting parties under the terms of this section, such contract shall first be approved by the state board of education

State of Nevada Statutes
Title 27 – Public Property and Purchasing
Chapter 232 Purchasing: Local Governments
General Provisions
§ NRS 332.015 "Local government" defined.
For the purpose of this chapter, unless the context otherwise requires, "local government" means:

1. Every political subdivision or other entity which has the right to levy or receive money from ad valorem taxes or other taxes or from any mandatory assessments, including counties, cities, towns, school districts and other districts organized pursuant to chapters 244, 309, 318, 379, 450, 473, 474, 539, 541, 543 and 555 of NRS.
2. The Las Vegas Valley Water District created pursuant to the provisions of chapter 167, Statutes of Nevada 1947, as amended.
3. County fair and recreation boards and convention authorities created pursuant to the provisions of NRS 244A.597 to 244A.655, inclusive.
4. District boards of health created pursuant to the provisions of NRS 439.370 to 439.410, inclusive.
5. The Nevada Rural Housing Authority.

§ NRS 332.195 Joinder or mutual use of contracts by local governments.

1. A governing body or its authorized representative may join or use the contracts of other local governments located within or outside this state with the authorization of the contracting vendor. The originally contracting local government is not liable for the obligations of the local government which joins or uses the contract.
2. A governing body or its authorized representative may join or use the contracts of the State of Nevada or another state with the authorization of the contracting vendor. The State of Nevada or other state is not liable for the obligations of the local government which joins or uses the contract.

§ NRS 332.115 Contracts not adapted to award by competitive bidding; purchase of equipment by local law enforcement agency or local fire department; purchase of goods commonly used by hospital.

1. Contracts which by their nature are not adapted to award by competitive bidding, including contracts for:
(m) Supplies, materials or equipment that are available pursuant to an agreement with a vendor that has entered into an agreement with the General Services Administration or another governmental agency located within or outside this state

In 1971, the Texas Legislature passed the Interlocal Cooperation Act [Texas Government Code, Title 7, Chapter 791] to promote activities among local governments across Texas. Any local government or non-profit providing government services may contract or agree with one or more local governments under the terms of this Act to conduct purchasing and other administrative functions. The following excerpt from the Act states that... "The Interlocal Cooperation Act's purpose is to improve the efficiency

and effectiveness of local governments by authorizing the fullest possible range of inter-governmental contracting authority at the local level including contracts between all political subdivisions of the state and agencies of the state.

Legal Authority

Governmental entities join HGACBuy by execution of an Interlocal Contract (ILC). By executing the ILC, the End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a qualifying non-profit corporation, county, municipality, special district, or other political subdivision of the State of Texas, or another state, and (2) it possesses adequate legal authority to enter into this Contract.

Scope of H-GAC's Professional Services

When participating in HGACBuy, members make their purchase orders out to, and directly pay, the HGACBuy contractor (Miracle Recreation). However, H-GAC does act as the designated purchasing agent on behalf of participating End Users by performing specific services including, but not limited to:

- Conducting research and surveys
- Developing specifications for each product/service
- Soliciting vendor participation
- Issuing specifications documents
- Conducting pre-bid/pre-proposal conferences
- Opening bid/proposal responses
- Evaluating responses
- Issuing Vendor Contracts awarded by the H-GAC Board of Directors
- Certifying contract validity
- Contracts Administration

Interlocal Contract Renewals

Provisions of the Interlocal Cooperation Act provide for annual renewal of Interlocal Contracts. The contract document issued by HGACBuy contains a provision for automatic annual renewal. Unless an updated contract document is requested, or statutory change occurs, the initial enactment could remain in effect in perpetuity. A permanent identification number is assigned to each End User contract.

Purchasing Statutes Applied to H-GAC Competitive Bid Process

Products offered through HGACBuy have been subjected to either the competitive bid or competitive proposal format based on Texas statutes for Councils of Governments under the Local Government Code Chapter 252. The 76th Legislature, Regular Session, added language that stipulates Councils of Governments shall specifically use "municipal bidding statutes". As administrator, H-GAC's rules of governance apply. In evaluating bid and proposal responses, HGACBuy takes into account any prospective contractor's ability to meet performance requirements. Factors considered include number and location of sales/service facilities, depth of staff, qualifications of technical support personnel, and business continuity. Contractors are expected to service all End Users participating in the Program wherever possible, practical, and not contrary to franchise or dealership agreements.

H-GAC Board of Directors Awards All Contracts

The Board of Directors composed of 35 elected officials awards all H-GAC cooperative purchasing contracts. As a political subdivision of the State of Texas, Board agenda are publicly posted in advance of public meetings. Board meetings are customarily held on the third Tuesday of each month in H-GAC Conference Room A, Second floor, 3555 Timmons Lane, Houston. The Houston-Galveston Area Council is one of Texas' 24 regional councils of governments.

Steps To Placing Purchase Orders Through HGACBuy

Step 1: (first time only) Execute the "Interlocal Contract" (ILC) and return 2 wet signed copies to H-GAC via mail. H-GAC will sign two copies and return one to the End User for their records. The ILC may be faxed to 713-993-4548 for expedited processing.

Step 2: Obtain specific product plans and quotes from Miracle Playground Sales, your local Miracle Recreation, HAGS, Fibar and Xccent representative at (800) 264-7225 or sales@miracleplayground.com.

Step 3: Prepare and submit your purchase order directly to:

Miracle Recreation c/o Miracle Playground Sales
9196 Stellar Ct

Corona CA, 92883
(800) 264-7225 Phone
(951) 676-8706 Fax
sales@miracleplayground.com

A copy of the order along with a copy of the Miracle Recreation written quotation shall be faxed or mailed to HGACBuy at FAX: 713-993-4548. Orders should include specific details regarding the purchase (i.e., name of the End User's contact person, shipping/delivery instructions, and installation details, if any). Miracle Recreation will then invoice End User for all purchases, and End User will pay the contractor directly following delivery and acceptance.

NOTE: Performance Bond

HGACBuy's contractual requirements no longer include a Performance Bond, and bid pricing should reflect this cost saving. However, Miracle Recreation must be prepared to offer a Performance Bond to cover any specific order, if so requested by End User. Miracle Recreation shall quote a price of 2.5% of the total order to End User for provision of any requested Performance Bond. If Performance Bond is requested by End User for a particular order, Miracle Recreation agrees to furnish the Performance Bond within ten (10) days of receipt of End User's purchase order.

HGACBuy Order Confirmation

On most contracts, when a copy of a purchase order is received (see Step 3 above), HGACBuy staff prepares an Order Confirmation, which is then sent to the Member and Miracle Recreation - authorizing Miracle recreation to proceed with the order. This Order Confirmation indicates that Miracle Recreation does have a valid contract with HGACBuy for the products contained on the order. Actual pricing is not verified on the Order Confirmation. For pricing verification prior to issuing the purchase order, contact HGACBuy staff.

Remitting End User Payments For Products and Services Rendered

The prompt payment requirements for products and services rendered through cooperative purchasing states that "...upon delivery of the goods and services purchased, and presentation by Miracle Recreation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay Miracle

Recreation the full amount of the invoice. All contracts between HGACBuy and Miracle Recreation require prompt payment upon delivery of products/services to an End User.

Ownership Passes Directly From Miracle Recreation to End Users

HGACBuy does not at any time take title to any product. Miracle Recreation assigns ownership directly to End Users.

Reimbursement of HGACBuy's Operational Costs

The HGACBuy program is solely funded through the assessment of an administrative fee paid by Miracle Recreation on each order.

End Users Invited to Attend Pre-Bid Conferences

HGACBuy schedules publicly announced pre-bid/pre-proposal specification conferences with manufacturers, distributors, representatives, and dealers for the various product categories offered. These conferences, held throughout each year, are widely attended by the various industry groups represented in the Program. End Users are invited to attend these conferences also.

3-Way Partnership At Work

The three-way partnership between HGACBuy, Program End Users, and Miracle Recreation is a very important relationship that provides vital links to ensure effective cooperative results. Clear, concise communication is essential to making the partnership effective and successful. The contact path includes all three parties: HGACBuy, End User, and Miracle Recreation.

H-GAC's Role:

HGACBuy's role is to conduct product research and surveys, write technical specifications, conduct pre-bid conferences, open bids, and evaluate responses. After contracts are awarded by the H-GAC Board, HGACBuy certifies contract validity, and administers contracts.

The End User's Role: End Users are expected to consult with Miracle Recreations'

representatives for the purpose of determining the exact requirements needed to serve constituents. End Users work with Miracle Recreation's representatives to detail and complete all documentation required when submitting purchase orders.

Miracle Recreation's Role:

HGACBuy relies upon Miracle Recreation and its local representatives to quickly respond to End User inquiries that provide detailed product information and pricing, including priced options for specific products. Miracle Playground Sales will work closely with each End User to meet specific constituent needs.

H-GAC's Bid Notices

The Program's Coordinator for Specifications & Bids directs the bid/proposal cycle for products and services that HGACBuy desires to place under contract on behalf of Members. The near term schedule of procurements is posted on the HGACBuy website under Bid Notices.

Distribution of H-GAC Product Specifications

Product/service specifications and Invitations To Submit Competitive Bids/Proposals are distributed by email to all prospective responders that HGACBuy is aware of. The documents are also posted on the HGACBuy website, and the legally required notices are posted in newspapers, including minority-emphasis publications.

End User Benefits

HGACBuy offers significant benefits to participating End Users whether large, medium, or small size.

- Expedited procurement
- Volume purchasing discounts
- On-duty professional staff assistance
- Research and development of technical specifications
- Contract administration

Contacting HGACBuy
3555 Timmons Ln, Suite 120
Houston, TX 77027
Phone: 800-926-0234

Fax: 713-993-4548
Web: www.HGACBuy.org

Individual staff phone numbers and emails may be found on the HGACBuy website under Program Staff.

JOINING HGACBUY BY EXECUTING AN INTERLOCAL CONTRACT (ILC)

In order to participate in HGACBuy, you must:

1. Be a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service); and
2. Possess legal authority to enter into the Contract.

End User warrants that both requirements are fulfilled by execution of an ILC.

Steps For Completion And Processing:

Step 1:

Print two copies of the appropriate HGACBuy ILC Form and fill in all required information, including the date your governing body authorized the ILC.

Step 2:

Secure signature by an individual with authority to contractually bind your entity.

Step 3:

Send both documents **with original signatures** to HGACBuy at the address indicated on the ILC Form.

Step 4:

HGACBuy will execute both copies of the contract and return one to you.

Special Requirements For Non-Profit Corporations:

Qualifying non-profit corporations providing one or more government services (e.g. Volunteer Fire Departments, Emergency Medical Services) must also submit the following items together with the ILC documents:

Copy of 501(c)(3) Form

Copy of Charter and By-Laws highlighting section(s) demonstrating that your organization performs a governmental service.

A letter describing the governmental service(s) that your organization performs. (This requirement does not apply to Volunteer Fire Departments or organizations providing Emergency Medical Services).

Fax copies of Interlocal Contracts will be accepted and processed subject to the same requirements as original documents.

FREQUENTLY ASKED QUESTIONS

Q: What is H-GAC?

A: The Houston-Galveston Area Council (H-GAC) is a regional council of governments operating under the laws of the State of Texas and governed by a board comprised of 35 elected officials from the 13 county region. The H-GAC Board awards all contracts, which can then be made available to local governments nationwide thru HGACBuy.

Q: How does HGACBuy work?

A: Government entities join by executing an Interlocal Contract to participate in HGACBuy. This document sets out the conditions, requirements and processes through which an entity's purchase orders are received, confirmed to contract and processed.

Q: Can my entity purchase through HGACBuy?

A: The Texas Interlocal Cooperation Act permits joint participation by local governments, states, state agencies, and certain non-profit corporations. Most states have interlocal cooperation authority or other joint power provisions that allow participation in cooperative activities.

Q: I have to advertise for bids therefore I can't purchase thru HGACBuy.

A: HGACBuy uses mass circulation, minority emphasis print media, and Internet

services to post legal notices and bid solicitations. Therefore, posting of public notices to solicit bids and the formal competitive bid process are satisfied thru HGACBuy procedures.

Q: What other services are offered through the HGACBuy program?

A: Researching products, writing specifications, holding pre-bid conferences, assisting with order placement, contacting vendor reps, helping to resolve order issues, and reviewing and certifying purchase orders to confirm compliance with any specific HGACBuy contract.

Q: What is the difference between HGACBuy and some other cooperatives?

A: HGACBuy is a unit of local government and a political subdivision of the State of Texas. The HGACBuy Program is over 30 years old and specializes in high ticket, capital intensive, products and services that require technical, detailed specifications and extensive professional skills to evaluate bid responses. All products offered through HGACBuy have been awarded by virtue of a public competitive process. There are no annual membership dues required to purchase thru HGACBuy.

Q: Where do I find information on products offered through HGACBuy?

A: Access HGACBuy's web site at www.hgacbuy.org for a complete listing of products with descriptions and prices and/or contractors and contacts.

Q: What products are available thru HGACBuy?

A: Primarily, products that are utilized in Public Safety, Public Works, and Communications, in addition to professional consulting, personnel and financing services. A wide variety of capital equipment is under contract, and thru a unique feature of HGACBuy it can be customized through the use of published and unpublished options to fit your specifications and requirements.

Q: Can I purchase on-line?

A: Because of the nature of most of the products and services we have under contract, we prefer that you speak with a contractor's representative and get a detailed price quote before placing an order. This is to insure that you get what you want, configured

like you want it. Use the HGACBuy website to for basic information and to get the contractor's telephone and email address. After you receive your written quotation and have reviewed it, prepare your purchase order to the Contractor and fax a copy to HGACBuy.

Q: What does it cost to join HGACBuy? How is HGACBuy funded?

A: HGACBuy is a self-funded "Enterprise Fund" government agency, self-supported thru an administrative fee assessed to the contractor. An "Order Processing Charge" (Administrative Fee) will appear on quotation forms for purchases of motor vehicles in the State of Texas in accordance with State of Texas, Department of Transportation - Division of Motor Vehicles requirements.

Q: What are the benefits of HGACBuy? I want to inform my elected officials and staff:

A: We give you access to volume purchasing and discounts. • We put over 200 years of combined purchasing experience to work on your behalf. • We write technical specifications eliminate the need to hire consultants for that purpose. • We absorb the costs associated with publishing legal notices. • We offer you an expedited procurement process so you need not be delayed for months preparing specifications and satisfying all of the other requirements for competitive bids and proposals.

CURRENT USERS OF H-GAC

End User	City
Baldwin Park, City of (CA)	Baldwin Park
Berkeley, City of (CA)	Berkeley
Chico, City of (CA)	Chico
Contra Costa Community College District (CA)	Martinez
Coronado, City of (CA)	Coronado
Fortuna, City of (CA)	Fortuna
Fresno, City of (CA)	Fresno
Gardena, City of (CA)	Gardena
Glendale, City of (California)	Glendale
Humboldt Community Services District (CA)	Eureka
Long Beach Public Transportation Co. (CA)	Long Beach
Los Angeles Unified School District (CA)	Pico Rivera
Manteca, City of (CA)	Manteca
Mendocino, County of (CA)	Ukiah

Monrovia, City of (CA)	Monrovia
Palm Springs, City of (CA)	Palm Springs
Placer County Water Agency (CA)	Auburn
Placer, County of (CA)	Auburn
Porterville, City of (CA)	Porterville
Rancho Cucamonga, City of (CA)	Rancho Cucamonga
Riverside, City of (CA)	Riverside
Sacramento, City of (CA)	Sacramento
Salinas, City of (CA)	Salinas
San Buenaventura, City of (CA)	Ventura
San Diego, County of	San Diego
San Luis Obispo, County of (CA)	San Luis Obispo
San Mateo, City of (CA)	San Mateo
San Miguel Consolidated Fire Protection District (CA)	Spring Valley
Shasta County (CA)	Redding
South Tahoe Public Utility District (CA)	South Lake Tahoe
Stanislaus County (CA)	Modesto
State Center Community College (CA)	Fresno
Truckee, Town of (CA)	Truckee
Ukiah, City of (CA)	Ukiah
Ventura, County of (CA)	Ventura
Wasco, City of (CA)	Wasco

End User	**City**
Avondale, City of (AZ)	Avondale
Buckeye, Town of (AZ)	Buckeye
Casa Grande, City of (AZ)	Casa Grande
Cave Creek, Town of (AZ)	Cave Creek
Chandler, City of	Chandler
Coolidge, City of (AZ)	Coolidge
El Mirage, City of (AZ)	El Mirage
Florence, Town of (AZ)	Florence
Gilbert, Town of (AZ)	Gilbert
Glendale, City of (AZ)	Glendale
Goodyear, City of (AZ)	Goodyear
Lake Havasu City (AZ)	Lake Havasu
Marana, Town of (AZ)	Marana
Maricopa, City of (AZ)	Maricopa
Metro Water District (AZ)	Tucson
Mohave County (AZ)	Kingman
Nogales, City of (AZ)	Nogales
Northwest Fire District (AZ)	Tucson
Oro Valley, Town of (AZ)	Oro Valley

Page, City of (AZ)	Page
Payson, Town of (AZ)	Payson
Peoria, City of (AZ)	Peoria
Phoenix, City of (AZ)	Phoenix
Prescott Valley, The Town of (AZ)	Prescott Valley
Prescott, City of (AZ)	Prescott
Queen Creek, Town of (AZ)	Queen Creek
San Luis, City of (AZ)	San Luis
Scottsdale, City of (AZ)	Scottsdale
Sedona, City of (AZ)	Sedona
Show Low, City of (AZ)	Show Low
Sierra Vista, City of (AZ)	Sierra Vista
Somerton, City of (AZ)	Somerton
Sun City West Fire District (AZ)	Sun City West
Sun Lakes Fire District (AZ)	Sun Lakes
Sunsites-Pearce Volunteer Fire Department (AZ)	Pearce
Surprise, City of (AZ)	Surprise
Tempe, City of (AZ)	Tempe
Tucson Airport Authority (AZ)	Tucson
Wellton, Town of (AZ)	Wellton
Wickenburg, Town of (AZ)	Wickenburg
Yuma County (AZ)	Yuma
Yuma, City of (AZ)	Yuma

End User	**City**
Carson City, City of (NV)	Carson City
Henderson, City of (NV)	Henderson
Nye County (NV)	Tonopah

PARK AND PLAYGROUND EQUIPMENT CONTRACT INFORMATION
Contract No.: PR11-08

Effective Date: Nov 1, 2008 to Oct 31, 2010

RE: Playground and safety surfacing equipment:

(1) Equipment shall be in compliance with CPSC safety standards as expressed in CPSC Publication No. 325: Handbook for Public Playground Safety (most recent version) and ASTM F1487: Standard Consumer Safety Performance Specification for Playground Equipment for Public Use (or most current version).

(2) Playground equipment manufacturers possess IPEMA certification. Surfacing manufacturers shall possess IPEMA certification OR shall provide evidence of compliance to the following ASTM standards: for wood surfacing: F2075: Standard Specification for Engineered Wood Fiber for Use as Playground Safety Surface Under and Around Playground Equipment and F1292: Standard Specification for Impact Attenuation of Surface Systems, Under and Around Playground Equipment (most current versions).

(3) Dealers shall have capability of passing a formal NPSI-CPSI audit if required by HGAC member (by dealer's in-house CPSI certified staff or by third party CPSI-certified auditor).

PRODUCT CODE	MANUFACTURER - CATALOG/PRICE SHEET	CONTRACTOR	DISCOUNT
PR20	Fibar Systems (The Fibar Group, LLC): Fibar Systems Playground Surfacing Systems Catalog - Engineered wood fiber systems - Pour In Place Rubber Surfacing	Miracle Recreation	5%
PR25	Hags Aneby AB: Hags USA Catalog	Miracle Recreation	5%
PR36	Miracle Recreation Equip. Co.: Recreation and Playground Catalog	Miracle Recreation	15%
PR87	Xccent, Inc.: Xccent Catalog	Miracle Recreation	5%

MV00212960

PRODUCTS AND SERVICES AVAILABLE

Services in Contract
Installation of Miracle Hags or Xccent – 30% of list price
Freight and Tax added based on dollars, weight and distance
Installation of Fibar Engineered Wood Fiber – quoted per job
Installation of Pour In Place Rubber Surfacing – Included in price above

Related Extra Services
Can be added to contract up to 25% of the list price of the Products and Services in Contract.

HGACBuy THE SMART PURCHASING SOLUTION | LOGIN

GENERAL PURPOSE & EMERGENCY VEHICLES | INFRASTRUCTURE EQUIPMENT & SERVICES | COMMUNICATIONS EQUIPMENT & SERVICES | GROUNDS FACILITIES & PARKS EQUIPMENT | PUBLIC WORKS EQUIPMENT | EMERGENCY EQUIPMENT & SUPPLIES | CONSULTING LEASING & STAFFING SERVICES | EMERGENCY PREPAREDNESS & DISASTER RECOVERY | COOPERATIVE ENERGY PURCHASING

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INFORMATION ABOUT THE PROGRAM

LIST OF END USERS

Alaska | Alabama | Arkansas | Arizona | California | Colorado | Connecticut | Delaware | Florida | Georgia | Idaho | Illinois | Iowa | Indiana | Kansas | Kentucky | Louisiana | Maryland | Maine | Massachusetts | Michigan | Minnesota | Missouri | Mississippi | Montana | North Carolina | North Dakota | Nebraska | New Jersey | New Mexico | Nevada | New York | Ohio | Oklahoma | Oregon | Pennsylvania | Rhode Island | South Carolina | South Dakota | Tennessee | Texas | Utah | Vermont | Virginia | Washington | West Virginia | Wisconsin | Wyoming |

End User	City
California	
Big Oak Flat-Groveland Unified School District (CA)	Groveland
Bonita Unified School District (CA)	San Dimas
Borrego Springs Fire Protection District (CA)	Borrego Springs
California Congress of Parents and Teachers 31st District PTSA	Van Nuys
California State Polytechnic University Pomona (CA)	Pomona
California State University Fullerton (CA)	Fullerton
Campbell Union School District (CA)	Campbell
Central School District (CA)	Rancho Cucamonga
Chico Unified School District (CA)	Chico
City of Alameda (CA)	Alameda
City of Albany (CA)	Albany
City of Anaheim (CA)	Anaheim
City of Auburn (CA)	Auburn
City of Baldwin Park (CA)	Baldwin Park
City of Bell Gardens (CA)	Bell Gardens
City of Berkeley (CA)	Berkeley
City of Brentwood (CA)	Brentwood
City of Burbank (CA)	Burbank
City of Calabasas (CA)	Calabasas
City of Carlsbad (CA)	Carlsbad
City of Carmel (CA)	Carmel
City of Chico (CA)	Chico
City of Commerce (CA)	Commerce
City of Corning (CA)	Corning
City of Corona (CA)	Corona
City of Coronado (CA)	Coronado
City of Culver City (CA)	Culver City
City of Department of Airport Los Angeles (CA)	Los Angeles
City of Dinuba (CA)	Dinuba
City of Dixon (CA)	Dixon
City of Eureka (CA)	Eureka
City of Fontana (CA)	Fontana
City of Fortuna (CA)	Fortuna
City of Fountain Valley (CA)	Fountain Valley
City of Fresno (CA)	Fresno
City of Gardena (CA)	Gardena
City of Glendale (CA)	Glendale
City of Imperial Beach (CA)	Imperial Beach
City of Irvine (CA)	Irvine
City of La Cañada Flintridge (CA)	La Cañada Flintridge
City of La Mesa (CA)	La Mesa
City of Lakewood (CA)	Lakewood
City of Live Oak (CA)	Live Oak
City of Long Beach(CA)	Long Beach
City of Los Angeles (CA)	Los Angeles
City of Madera (CA)	Madera
City of Manteca (CA)	Manteca
City of Merced (CA)	Merced
City of Monrovia (CA)	Monrovia
City of Monterey Park (CA)	Monterey Park
City of Moreno Valley (CA)	Moreno Valley
City of Oakland (CA)	Oakland
City of Ontario (CA)	Ontario
City of Orange (CA)	Orange
City of Orinda (CA)	Orinda
City of Oroville (CA)	Oroville
City of Oxnard (CA)	Oxnard
City of Palm Springs (CA)	Palm Springs
City of Palmdale (CA)	Palmdale
City of Pasadena (CA)	Pasadena
City of Porterville (CA)	Porterville
City of Portola (CA)	Portola
City of Rancho Cucamonga (CA)	Rancho Cucamonga
City of Riverside (CA)	Riverside
City of Roseville (CA)	Roseville
City of Sacramento (CA)	Sacramento
City of Salinas (CA)	Salinas
City of San Buenaventura (CA)	Ventura
City of San Clemente (CA)	San Clemente
City of San Diego (CA)	San Diego
City of San Leandro (CA)	San Leandro
City of San Mateo (CA)	San Mateo
City of San Ramon (CA)	San Ramon
City of Santa Barbara (CA)	Santa Barbara
City of Santa Clarita (CA)	Santa Clarita
City of Santa Rosa (CA)	Santa Rosa
City of Sausalito (CA)	Sausalito

Item No. B.3

City of South Gate (CA)	South Gate
City of South San Francisco (CA)	South San Francisco
City of Stockton (CA)	Stockton
City of Ukiah (CA)	Ukiah
City of Visalia (CA)	Visalia
City of Vista (CA)	Vista
City of Westlake Village(CA)	Westlake Village
City of Wheatland (CA)	Wheatland
City of Woodland (CA)	Woodland
City of Yreka (CA)	Yreka
Cold Spring School District (CA)	Santa Barbara
Community Health Center Network, Inc. (CA)	San Leandro
Contra Costa Community College District (CA)	Martinez
Contra Costa County (CA)	Martinez
County of Kings (CA)	Hanford
County of Mendocino (CA)	Ukiah
County of Nevada (CA)	Nevada City
County of Placer (CA)	Auburn
County of Sacramento (CA)	Sacramento
County of San Benito (CA)	Hollister
County of San Diego (CA)	San Diego
County of San Luis Obispo (CA)	San Luis Obispo
County of Ventura (CA)	Ventura
Denair Community Services District (CA)	Denair
El Dorado Irrigation District (CA)	Placerville
Gold Coast Transit (CA)	Oxnard
Housing Authority of the County of Alameda (CA)	Hayward
Humboldt Community Services District (CA)	Eureka
Korean Churches for Community Development (CA)	Los Angeles
Long Beach Public Transportation Co. (CA)	Long Beach
Long Beach Water Department (CA)	Long Beach
Los Angeles Child Guidance Clinic (CA)	Los Angeles
Los Angeles Unified School District (CA)	Pico Rivera
Milpitas Unified School District (CA)	Milpitas
Mojave Public Utility District (CA)	Mojave
Monterey County (CA)	Salinas
National Community Renaissance of California (CA)	Rancho Cucamonga
North County Fire Protection District (CA)	Fallbrook
Placer County Water Agency (CA)	Auburn
River Oak Center for Children (CA)	Sacramento
Sacramento Area Sewer District (CA)	Sacramento
Sacramento Children's Home (CA)	Sacramento
San Miguel Consolidated Fire Protection District (CA)	Spring Valley
Santa Barbara Unified School District (CA)	Santa Barbara
Santa Cruz County (CA)	Watsonville
Shasta County (CA)	Redding
Skid Row Housing Trust (CA)	Los Angeles
Solano County (CA)	Fairfield
South Placer Fire District (CA)	Granite Bay
South Tahoe Public Utility District (CA)	South Lake Tahoe
Southern California Logistics Airport Authority (CA)	Victorville
Southwest Transportation Agency (CA)	Caruthers
St. Vincent de Paul Village, Inc. (CA)	San Diego
Stanislaus County (CA)	Modesto
Stanislaus County Office of Education (CA)	Modesto
State Center Community College (CA)	Fresno
Sunline Transit Agency (CA)	Thousand Palms
Sunnyvale School District (CA)	Sunnyvale
Survivors of Torture, Intl. (CA)	San Diego
Thermalito Water and Sewer District (CA)	Oroville
Town of Apple Valley (CA)	Apple Valley
Town of Hillsborough (CA)	Hillsborough
Town of Los Gatos (CA)	Los Gatos
Town of Truckee (CA)	Truckee
Union Sanitary District (CA)	Union City
Victor Valley Transit Authority (CA)	Hesperia
Vista Hill Foundation (CA)	San Diego
West Bay Sanitary District (CA)	Menlo Park
Wilton Fire Protection District (CA)	Wilton
Yolo County (CA)	Woodland

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MV00212964

HGACBuy
THE SMART PURCHASING SOLUTION

INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No.: 09 - 2331
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * City of Moreno Valley, CA, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * PO. Box 88005, Moreno Valley, CA 92552

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * 5/12/09 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The End User represents and warrants to H-GAC that **(1)** it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and **(2)** it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS
H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT
This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD
The period of this Contract shall be for the balance of the fiscal year of the End User, which began * July 1st, 2009 and ends * JUNE 30th, 2010. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES
The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through *HGACBuy.com* and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS
H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS
This Contract may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES
H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY
All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE
To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE
Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

*City of Moreno Valley
Name of End User *(local government, agency, or non-profit corporation)*

*P.O. Box 88005
Mailing Address

*Moreno Valley CA 92552
City State ZIP Code

*By:
Signature of chief elected or appointed official

Rix Skonberg 11/30/09
Typed Name & Title of Signatory Date
Purchasing & Facilities Mgr.

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: Executive Director

Date: 12-21-09

Attest: Manager

Date: Dec 15, 2009

**Denotes required fields*

rev. 7/07

MV00212966

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in their capacity as President and Board of Directors of the Moreno Valley Community Services District

FROM: Michael McCarty, Director of Parks and Community Services

AGENDA DATE: August 27, 2013

TITLE: AMEND THE CONTRACT WITH THINK TOGETHER, INC., TO OPERATE DAY-TO-DAY ACTIVITIES AND FUNCTIONS INVOLVING THE CITY'S AFTER SCHOOL EDUCATION AND SAFETY (ASES) GRANT PROGRAM FOR FISCAL YEAR 2013-14 THROUGH FISCAL YEAR 2015-16

RECOMMENDED ACTION

Recommendations:

1. Authorize the City Manager to amend the contract entered into with THINK Together, Inc., on April 26, 2011, to operate day-to-day activities and functions of the City's Prop 49 state-funded ASES after school grant program, as outlined within this document.

2. Authorize the additional revenue and expense budgets in the ASES Program Grant Fund (Fund 2202) for the ASES Grant Program in the amount of $520,050, respectively, upon approval of the contract amendment with THINK Together, Inc.

BACKGROUND

The After School Learning and Safe Neighborhoods Partnership Program began in 1998. Proposition 49 was passed by California voters in 2002, changing the name to After School Education and Safety (ASES) program, and effective July 1, 2006 increasing annual funding from $121 million up to $550 million. Applicants awarded an ASES grant receive a three-year renewable direct grant awarded in one-year increments.

As a result of staff's efforts to provide an increased level of service for Moreno Valley youth through diverse funding, staff submitted competitive grant applications in

partnership with Moreno Valley Unified School District (MVUSD) and Val Verde Unified School District (VVUSD) to the After School Partnerships Office, CDE. The City of Moreno Valley is the fiscal agent for the grant. The City of Moreno Valley Parks and Community Services Department received a three-year direct grant that was awarded in three one-year increments of $4,950,000 from the State Department of Education. Grant funding has been reduced since 2006 directly relating to participation numbers and as a result was at $4,296,909.

A two-year contract with THINK Together was approved on April 26, 2011 in the amount of $4,296,909 per year to operate the City's ASES grant program for 2011 through 2013, along with two subsequent automatic 3-year renewals for the next two ASES grant cycles.

DISCUSSION

THINK Together has successfully provided comprehensive after school programming, serving the City's After School Education and Safety Grant (ASES) at 43 sites in MVUSD and VVUSD for the 2011-2012 and 2012-2013 school years. Attendance increased, and there were waiting lists at several of the school sites.

Due to the increased attendance, the Parks and Community Services Department applied for and received from the California Department of Education $262,941 additional ASES funding to increase the number of students served at eleven school sites for fiscal year 2012-13. An amendment to the THINK Together contract to include an additional $247,766 was approved by Council on June 26, 2012.

The Parks and Community Services Department applied for additional funding to increase the number of students at nine middle school ASES sites for fiscal year 2013-2014 through fiscal year 2015-2016. The California Department of Education posted the funding results, and the City of Moreno Valley will receive an additional $520,050 per fiscal year.

Attachment 1 is the amended payment schedule for THINK Together. Also, due to staffing changes with THINK Together, an additional $30,350 will revert back to the City per the benefit allowance agreement on page 3 of the contract.

ALTERNATIVES

1. Authorize the City Manager to amend the contract with THINK Together, Inc., to operate day-to-day activities and functions of the City's Prop 49 state-funded ASES after school grant program, as outlined within this document.

2. Do not authorize amendment to the contract and provide direction to staff.

FISCAL IMPACT

This amendment will increase the amount for administration of the contract by $30,350 (2202-50-58-75312-611110); $489,700 will be added to Other Contractual - Other

(2202-50-58-75312-625099). All grant funds must be used for ASES Grant Expenditures. There is no impact to the General Fund.

Revenue/Expenditure Appropriations

Description	Fund	GL Account No.	Type (Rev/Exp)	Amount
Receipt of Grant	ASES	2202-50-58-75312-486000	Rev	$520,050
Administration	ASES	2202-50-58-75312-611110	Exp	$30,350
Contract Services	ASES	2202-50-58-75312-625099	Exp	$489,700

Budget Adjustments

Description	Fund	GL Account No.	Type (Rev/Exp)	FYs 13/14 and 14/15 Budgets	Proposed FYs 13/14 and 14/15 Adjustments	FYs 13/14 and 14/15 Amended Budgets
Receipt of Grant	ASES	2202-50-58-75312-486000	Rev	$4,559,850	$520,050	$5,079,900
Administration	ASES	2202-50-58-75312-611110	Exp	$47,700	$30,350	$78,050
Contract Services	ASES	2202-50-58-75312-625099	Exp	$4,461,075	$489,700	$4,950,775

SUMMARY

Parks and Community Services Department staff believe that increasing the contract amount with THINK Together is in the best interest of the City. This will allow the City to serve approximately 385 more students. Not only do after school programs offer constructive alternatives to gangs, drugs, and crime, but can also help improve school day attendance, increase academic achievement, and boost graduation rates.

NOTIFICATION

Posting of the agenda.

ATTACHMENTS

Attachment 1: Amended Contract as to form

Prepared By:
Patty Grube
Management Analyst I

Department Head Approval:
Michael McCarty
Director of Parks and Community Services

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00212970

AMENDMENT TO
THINK TOGETHER, INC., AGREEMENT

This Second Amendment to the THINK Together, Inc., Agreement (hereinafter referred to as "Agreement") is made and entered into between the Community Services District of the City of Moreno Valley (hereinafter referred to as "CSD"), and THINK Together, Inc., (hereinafter referred to as "Contractor") and is effective the date the CSD signs this Amendment.

Whereas, the CSD and Contractor entered into an Agreement dated July 13, 2011.

Whereas, the Contractor is providing operation of the After School Education and Safety Grant Program (hereinafter referred to as "ASES").

Whereas, the CSD desires to renew the Agreement with the Contractor for the July 1, 2013 to June 30, 2016 grant cycle.

Whereas, the Contractor desires to continue to operate the ASES.

Section 1 – Amendment to THINK Together, Inc., Contract

1.1 Pursuant to Page 1 of the Agreement, the Contractor will continue to provide services, July 1, 2013 to June 30, 2016, for the ASES using the first of two (2) subsequent automatic three (3)-year renewals.

Pursuant to Page 3 of the Agreement, the Contractor will not pay the monthly benefit allowance of $1,264.58 to one of the Program Coordinator positions and the Sr. Administrative Analyst. The annual amount of $30,350 will revert back to the CSD. Schedule B has been revised to reflect this change, attached hereto.

Pursuant to Page 4 of the Agreement, the Contractor's compensation shall be changed to 100% of the grant award from California Department of Education (CDE), less $145,525 for administrative costs, according to Schedule A, attached hereto.

Section 2 – Other Terms to Remain

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

SIGNATURE PAGE TO FOLLOW:

Community Services District of the
City of Moreno Valley

BY: _____
City Manager

_____
Date

THINK Together, Inc.

BY: _____
Randy Barth

TITLE: _____
Founder and CEO

_____
Date

INTERNAL USE ONLY

ATTEST:

_____
City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

Schedule A
Payment Schedule

Ten monthly payments, due on the 1st of each month from September 1 through June 1, according to the following:

School Name	Components	Amount Awarded	Total Payment to THINK Together (after $145,525 carve-out)	Monthly Payment Amount (x10) 10%
Armada Elementary	ASES After School Base	$ 112,500.00	$ 109,277.19	$ 10,927.72
Badger Springs Middle	ASES After School Base	150,000.00	145,702.92	14,570.29
Bear Valley Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Box Springs Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Butterfield Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Chaparral Hills Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Cloverdale Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Creekside Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Edgemont Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Hendrick Ranch Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Hidden Springs Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Honey Hollow Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
La Jolla Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Landmark Middle	ASES After School Base	150,000.00	145,702.92	14,570.29
Midland Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Moreno Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Mountain View Middle	ASES After School Base	150,000.00	145,702.92	14,570.29
Palm Middle	ASES After School Base	150,000.00	145,702.92	14,570.29
Ramona Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Ridge Crest Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Seneca Elementary	ASES After School Base	98,550.00	95,726.82	9,572.68
Serrano Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Sugar Hill Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Sunnymead Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Sunnymead Middle	ASES After School Base	150,000.00	145,702.92	14,570.29
Sunnymeadows Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
TownGate Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Avalon Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Columbia Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Lakeside Middle	ASES After School Base	150,000.00	145,702.92	14,570.29
Lasselle Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Manuel L. Real Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
March Middle	ASES After School Base	150,000.00	145,702.92	14,570.29
Mary McLeod Bethune Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
May Ranch Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Mead Valley Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Rainbow Ridge Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Sierra Vista Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Tomas Rivera Middle	ASES After School Base	150,000.00	145,702.92	14,570.29
Triple Crown Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Val Verde Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Victoriano Elementary	ASES After School Base	112,500.00	109,277.19	10,927.72
Vista Verde Middle	ASES After School Base	68,850.00	66,877.64	6,687.76
		$5,079,900.00	**$ 4,934,375.00**	**$ 493,437.50**

Schedule B
Employee Benefit Allowance

Monthly benefit allowance to be paid semi-monthly as part of employees' regular pay:

Employee	Monthly Allowance
Program Coordinator	$1,264.58

Annual base pay ranges by position:

Current Title	THINK Title	Base Pay Range
Program Coordinator	Quality Assurance Coach	$45,000-$49,000

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in their capacity as President and Board of Directors of the Moreno Valley Community Services District

FROM: Michael McCarty, Director of Parks and Community Services

AGENDA DATE: August 27, 2013

TITLE: ACCEPTANCE OF GRANT MONIES FROM THE CALIFORNIA DEPARTMENT OF EDUCATION, CHILD DEVELOPMENT SERVICES, FOR CHILD CARE SERVICES AND ADOPTION OF THE RESOLUTION TO CERTIFY THE APPROVAL OF THE GOVERNING BOARD

RECOMMENDED ACTION

Recommendations:

1. Authorize the acceptance of grant money in the amount of $547,461 for Fiscal Year (FY) 2013/2014 from the California Department of Education, Child Development Division, for the purpose of providing school age child care and development services.

2. Adopt Resolution No. CSD 2013-16, A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, certifying the approval of the governing board to enter into a transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for FY 2013/2014.

BACKGROUND

The State of California appropriated a total of $6.6 million to be utilized statewide as a continuous funding source for services to school age children, in the range of kindergarten to 14 years of age. However, the Budget Act of 2003 eliminated child care services to children 13 years and older. Of the $6.6 million allocated statewide, Riverside County was appropriated $950,000 based on service level needs. In an effort to provide an increased level of services for Moreno Valley youth through diverse funding, staff submitted a competitive grant application to the California Department of

Education, Child Development Division, requesting funding for a licensed after school child care program. The City of Moreno Valley Parks and Community Services Department was one of ten agencies in Riverside County who competed for this funding. The City of Moreno Valley Parks and Community Services Department was awarded funding, and "A Child's Place" was created.

On November 26, 1996, the City Council authorized the acceptance of a grant in the amount of $427,683 for the calendar years 1997 and 1998 for the purpose of providing an after school child care program for children ages 5 to 14 years. Since that time, the City has applied for and received grant funding every fiscal year for this program. Although the City must apply for the grant funding each year, when the funding was made available to agencies for youth programs in 1987, those agencies that have received this type of grant funding have continued to receive funding for their youth programs.

DISCUSSION

The focus of the grant submitted by the City of Moreno Valley Parks and Community Services Department was based on the high demands assessed by the Department within its own programs. This included the need for after school care during the traditional school year and full day care on school vacation days. The program utilizes five elementary schools: Creekside, Sunnymead, Rainbow Ridge, and Armada during the school year and Red Maple during school breaks. A Child's Place is for low-income parents working or going to school and accommodates up to142 children between the ages of kindergarten through 12 years of age.

A Child's Place is state licensed and operates under the following conditions. The healthy social and emotional development of every child is addressed by providing activities, schedules, materials, and equipment to ensure that children are both challenged and successful. Programming for the students includes a nutritious snack served daily, arts and crafts, indoor and outdoor games, story time, homework time, and social time. The program also includes field trips with bus transportation, parent conferences, and special parenting classes and programs with topics including health issues, substance abuse, nutrition, personal safety, community awareness, literacy, and more. The program works closely with parents and school site staff to incorporate applicable school rules into the program and provide emotional support for children.

A Child's Place operates at schools utilizing the "modified traditional" school schedule between the hours of 2:00 p.m. and 6:00 p.m. on school days and 7:00 a.m. to 6:00 p.m. on school vacation days, Monday through Friday.

As part of the City's policy, the City Council must formally accept this funding from the California Department of Education, Child Development Services and adopt the corresponding resolution.

ALTERNATIVES

1. Authorize the acceptance of grant monies in the amount of $547,461 for FY 2013/2014 from the California Department of Education, Child Development Division for the purpose of providing school age child care and development services; and approve the proposed resolution to certify the approval of the governing board to enter into this transaction with the California Department of Education for the purpose of providing school age child care and development services.

2. Do not accept grant funding and eliminate the Child Care Grant Program.

FISCAL IMPACT

The proposed grant funds program expenditures on a cost reimbursement basis. The grant funds as well as food program revenue and program fees are used for providing school age child care and development services and are restricted to this program. There is no impact to the General Fund. Funds are budgeted in the FY 2013-2014 Operating Budget (2201-50-58-75011).

SUMMARY

Parks and Community Services Department staff believes that continuing A Child's Place program is in the best interest of the City. This will allow the City to continue to serve up to 142 low income students after school and during school breaks. Not only do after school programs offer constructive alternatives to gangs, drugs, and crime, but can also help improve school day attendance, increase academic achievement, and boost graduation rates.

NOTIFICATION

Posting of the agenda.

ATTACHMENTS/EXHIBITS

Attachment 1: Resolution

Prepared By:
Patty Grube
Management Analyst

Department Head Approval:
Michael McCarty
Director of Parks and Community Services

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00212978

RESOLUTION NO. CSD 2013-16

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, CERTIFYING THE APPROVAL OF THE GOVERNING BOARD TO ENTER INTO A TRANSACTION WITH THE CALIFORNIA DEPARTMENT OF EDUCATION FOR THE PURPOSE OF PROVIDING CHILD CARE AND DEVELOPMENT SERVICES AND TO AUTHORIZE DESIGNATED PERSONNEL TO SIGN CONTRACT DOCUMENTS FOR FY 2013/14.

WHEREAS, the Moreno Valley Community Services District Board of Directors desires to provide school age child care services to the citizens of Moreno Valley during FY 2013/14;

WHEREAS, the Moreno Valley Community Services District Board of Directors further desire to enter into this transaction with the California Department of Education for the purpose of providing child care and development services; and

WHEREAS, the Moreno Valley Community Services District Board of Directors authorize the persons listed to sign the transaction for the Governing Board.

Michael McCarty, Director of Parks and Community Services_____

Mel Alonzo, Parks and Community Services Division Mgr_____

Richard Teichert, Chief Financial Officer _____

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Accept the grant monies from the California Department of Education, Child Development Division, in the amount of $547,461 per fiscal year to provide child care services for FY 2013/2014;

2. Adopt a resolution to certify the approval of the governing board to enter into local agreement number/s CCTR-3173, Project Number 33-2186-00-3 with the California Department of Education for the purpose of providing child care and development services;

3. Authorize designated personnel to sign contract documents on behalf of the Governing Board for FY 2013/14.

APPROVED AND ADOPTED this 27th day of August, 2013.

_____
Mayor of the City of Moreno Valley,
acting in the capacity of President
of the Moreno Valley Community
Services District

ATTEST:

_____
Jane Halstead, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

_____
Suzanne Bryant, City Attorney acting
in the capacity of General Legal
Counsel of the Moreno Valley
Community Services District

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2013-16 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 27th day of August, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

_____

SECRETARY

(SEAL)

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MV00212982

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: August 27, 2013

TITLE: SECOND EXTENSION OF THE AGREEMENT – PROJECT NO. 2011 TREE TRIM/REMOVAL MAINTENANCE

RECOMMENDED ACTION

Recommendations:

1. Approve the Second Extension of the Agreement ("Second Extension Agreement") for Project No. 2011, Tree Trim/Removal Services, with West Coast Arborists, Inc., 2200 E. Burton Street, Anaheim, CA 92806 for tree trimming and removal services within Community Services District (CSD) zones D, E-1, E-1A, E-2, E-3, E-4, E-7, E-8, E-12, E-14, E-15, E-16, M and S.

2. Authorize the City Manager to execute the Second Extension Agreement for tree trimming/removal services with West Coast Arborists, Inc.

3. Authorize the issuance of a purchase order for services beginning September 1, 2013 to West Coast Arborists, Inc., in the not-to-exceed (NTE) amount of $97,050.00. This amount includes $82,705.00 for base and $14,345.00 for additional work.

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, within Council approved annual budgeted amounts, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include:

> Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard or reduced level of landscape maintenance services.
>
> Zone E (extensive landscape maintenance), provides landscape maintenance services at standard or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), E-15 (Celebration), and E-16 (Shadow Mountain).
>
> Zone M (Commercial, Industrial, and/or Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide.
>
> Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance provided to the landscaped CSD zones is performed via contract services by professionally licensed and insured contractors that perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement. In accordance with the terms of the Agreement, annual extensions of the Agreement may be entered into up to no more than 4 extensions of the original Agreement, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the CSD and Contractor, at the base rate as provided in the Agreement, plus an additional amount for extra or unanticipated work that may be performed during the term of the Agreement or any applicable Extension Agreement.

The not-to-exceed (NTE) amount of the Agreement or Extension Agreement includes an amount for base services and an amount for unanticipated additional work.

“Base services” for tree trimming or removal includes: trimming/pruning or removal of identified trees within designated CSD zones, litter and debris pick-up and disposal, and recycling of greenwaste materials in accordance with federal, state, and local codes. Base services are performed on identified trees within designated CSD zones, contingent upon available program funding.

"Additional work" includes, but is not necessarily limited to, additional labor and/or material costs to trim/prune or remove additional trees that may be required as a result of emergency or hazardous conditions at the unit prices for additional work as specified in the Agreement.

DISCUSSION

On October 17, 2011, the Special Districts Division of the Financial and Management Services Department received proposals from two (2) tree maintenance companies in response to a Request for Proposal (RFP) to provide tree trimming and/or removal services of trees within the CSD zones. On November 15, 2011 upon staff's evaluation of the proposals and recommendation, the City Manager, acting in the capacity as District Manager to the Board of Directors of the Moreno Valley CSD, with approval as to legal form by the City Attorney, awarded the contract for tree trimming and removal services to West Coast Arborists, Inc., Anaheim, California (the "Contractor"). The amount of the Agreement for the initial contracting term, fiscal year (FY) 2011/12, was $93,220.00, all of which was designated for base services.

On October 3, 2012, a First Extension Agreement was approved for FY 2012/13 by the City Manager, acting in the capacity as District Manager to the CSD Board, with approval as to legal form by the City Attorney. The Agreement for tree trimming and/or removal services for the CSD zones had a combined base amount of $75,005.00 and a combined additional work amount of $7,445.00 for a NTE Agreement amount of $82,450.00.

The tree trimming and/or removal services have been consistently and satisfactorily performed by the Contractor in accordance with the terms of both the Agreement and the First Extension Agreement, and the Contractor has agreed to further extend the Agreement based upon the same rates and terms of the Agreement as first extended and as identified in this Second Extension Agreement.

Approval of the Extension Agreement for Fiscal Year 2013/14

Approval of the Second Extension Agreement is recommended for authorization in the NTE amount of $97,050.00 for FY 2013/14. This amount includes $82,705.00 for base trimming/removal services and an additional work amount of $14,345.00. This is the second of four possible extensions allowed per the terms of the Agreement.

Authority for City Manager Approval of Extension Agreements for the Balance of Available Extensions to the Agreement

Pursuant to City Council Resolution No. 2008-115, the City Council shall provide approval of procurements greater than $100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the Tree Trim/Removal Agreement, as may be allowed per the terms of the Agreement. Potential extensions are those extensions

which may be allowed, contingent upon satisfactory service by the Contractor and concurrence by the CSD and Contractor to enter into an extension of the Agreement, or the Agreement as Amended.

Project No. 2011 - Tree Trimming / Removal Services						
	FY 2011/12 Original Agreement	FY 2012/13 First Extension[1]	FY 2013/14 Proposed Second Extension[1]	FY 2014/15 Potential Third Extension[2]	FY 2015/16 Potential Fourth Extension[2]	Cumulative Total
Base	$ 93,220.00	$ 75,005.00	$ 82,705.00	$ 82,705.00	$ 82,705.00	$ 416,340.00
Additional Work	$ -	$ 7,445.00	$ 14,345.00	$ 14,345.00	$ 14,345.00	$ 50,480.00
Total	$ 93,220.00	$ 82,450.00	$ 97,050.00	$ 97,050.00	$ 97,050.00	$ 466,820.00

[1] The First and Proposed Second Extensions include the costs for trimming/removal of identified trees (base) cost and an additional work amount for trimming or removals due to unanticipated Health and Safety issues.

[2] Extensions beyond 2013/14 are anticipated costs based upon presently known information.

Staff is requesting the City Council, in its capacity as the CSD Board, authorize the City Manager to approve extensions and any necessary amendments, as well as associated purchase orders for all remaining extensions available, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council (CSD Board), demonstration by the Contractor of having satisfactorily performed services, per the terms of the Agreement in the prior year(s) and both the CSD and the Contractor mutually agreeing to extend the Agreement.

ALTERNATIVES

1. Approve the Second Extension Agreement for Project No. 2011 Tree Trim/Removal Services, with West Coast Arborists, Inc., in the form attached hereto for tree trimming and removal services within the CSD zones; authorize the City Manager to execute said Second Extension Agreement for Project No. 2011 Tree Trim/Removal Services, with West Coast Arborists, Inc.; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of $97,050.00 ($82,705.00 for base trimming/removal services and $14,345.00 for additional work) as designated for the various CSD zones; and authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement and authorize the associated purchase orders as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will allow for necessary tree trimming and removal services of identified trees within the various CSD zones.*

2. Do not approve the Second Extension Agreement for Project No. 2011 Tree Trim/Removal Services, with West Coast Arborists, Inc., in the form attached hereto for tree trimming and removal services within the CSD zones; nor authorize the City Manager to execute said Second Extension Agreement for Project No. 2011 Tree Trim/Removal Services, with West Coast Arborists, Inc.; nor authorize issuance of

purchase orders for FY 2013/14 in the NTE amount of $97,050.00 ($82,705.00 for base trimming/removal services and $14,345.00 for additional work) as designated for each CSD zone; and do not authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement nor authorize the associated purchase orders as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative tree trimming and removal services will be delayed, which in turn may cause an increase in the cost of providing the service and could interfere with the migratory bird nesting season, which for Southern California generally runs each year from January 15 to August 31, as advised by staff from the U.S. Fish and Wildlife Services.*

FISCAL IMPACT

Administration and maintenance of the CSD zones D, E, M and S are funded through a property owner approved parcel charge, which is levied and collected on the property tax bills. Revenue from the parcel charges collected for each of the CSD zones may only be used for landscape maintenances services, which includes tree trimming and removal services, associated with the parkways and medians in these CSD zones. **The costs for these maintenance services have been budgeted, respectively, for each of these CSD zones for the current fiscal year**. **These actions will not impact the City's General Fund.**

The following table represents the base and additional work costs for FY 2013/14 associated with the Second Extension Agreement for each of the listed CSD zones.

Service Area (Zone)[1]	Contractor	GL Account	2013/14 Base Agreement Amount	2013/14 Additional Work Agreement Amount	2013/14 Total Agreement Amount
D	West Coast Arborists, Inc.	5111-30-79-25704-620910	$ 18,830.00	$ 1,545.00	$ 20,375.00
E-1	West Coast Arborists, Inc.	5013-30-79-25706-620910	5,250.00	750.00	6,000.00
E-1A	West Coast Arborists, Inc.	5013-30-79-25707-620910	-	500.00	500.00
E-2	West Coast Arborists, Inc.	5013-30-79-25708-620910	16,730.00	2,000.00	18,730.00
E-3	West Coast Arborists, Inc.	5013-30-79-25709-620910	15,995.00	2,000.00	17,995.00
E-4	West Coast Arborists, Inc.	5013-30-79-25711-620910	15,505.00	495.00	16,000.00
E-7	West Coast Arborists, Inc.	5013-30-79-25713-620910	3,360.00	640.00	4,000.00
E-8	West Coast Arborists, Inc.	5013-30-79-25714-620910	1,120.00	1,680.00	2,800.00
E-12	West Coast Arborists, Inc.	5013-30-79-25715-620910	1,855.00	1,145.00	3,000.00
E-14	West Coast Arborists, Inc.	5013-30-79-25716-620910	-	750.00	750.00
E-15	West Coast Arborists, Inc.	5013-30-79-25717-620910	1,750.00	500.00	2,250.00
E-16	West Coast Arborists, Inc.	5013-30-79-25718-620910	-	850.00	850.00
M	West Coast Arborists, Inc.	5112-30-79-25719-620910	2,310.00	490.00	2,800.00
S	West Coast Arborists, Inc.	5114-30-79-25720-620910	-	1,000.00	1,000.00
		Total	**$ 82,705.00**	**$ 14,345.00**	**$ 97,050.00**

[1] No trees are identified for trimming/removal (base) in E-1A, E-14, E-16, and S. An additional work amount for E-1A, E-14, E-16 and S is being allocated in the event of an unanticipated Health and Safety issue(s) is identified.

CITY COUNCIL GOALS

Public Safety and Community Image and Positive Environment:

The City Council in their capacity as the CSD Board will allow for necessary maintenance of the parkway trees within CSD landscaped parkways, medians and open areas be performed in a safe manner, in accordance with State and Federal regulations, and consistent with approved landscape maintenance program funding, which will help to promote community image and pride.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1: Second Extension Agreement for Tree Trimming/Removal Services for FY 2013/14

Attachment 2: First Extension Agreement for Tree Trimming/Removal Services for FY 2012/13

Attachment 3: Agreement for Tree Trimming/Removal Services for FY 2011/12

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

SECOND EXTENSION AGREEMENT
PROJECT NO. 2011 TREE TRIM/REMOVAL
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District ("District") and **West Coast Arborists, Inc.** ("Contractor").

WHEREAS, the District and Contractor entered into an Independent Contractor Agreement, (hereinafter referred to as "Agreement"), dated November 15, 2011 referencing Project No. 2011 Tree Trim/Removal for the purpose of providing tree trimming and removal services of designated trees within various District parkway and median landscaped areas throughout the City of Moreno Valley; and,

WHEREAS, during the initial term of the Agreement tree trimming and removal services were sufficiently performed, and both District and Contractor mutually agreed to enter into an extension of the Agreement (First Extension Agreement) for the term of July 1, 2012 to June 30, 2013; and,

WHEREAS, tree trimming and removal services provided during the term of the First Extension Agreement were sufficiently performed; and,

WHEREAS, pursuant to the terms of the Agreement, both parties wish to enter into a second extension of the Agreement (Second Extension Agreement) for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2013** and shall terminate on **June 30, 2014.**

2. In accordance with Exhibit D. 1. B. of the Agreement, this Extension shall be considered the second of four possible extensions of the Agreement.

3. For the period of this Second Extension Agreement and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) for the performance of tree trimming/removal services of those trees as identified on Attachment 1-A of this Second Extension Agreement, as incorporated herein by this statement and, consistent with the terms of the Agreement, pay to the Contractor a fee of **$35.00 per trim** and **$175.00 per removal** of those trees as listed on Attachment 1 of this Second Extension Agreement. Payment shall be made on a per month basis, one month in arrears, on the last day of the month based upon the total number of trees trimmed and/or removed for the preceding month at the rates stated herein this Second Extension Agreement. The total amount of this Second Extension Agreement for the twelve (12) month extension period shall not exceed **EIGHTY-TWO THOUSAND SEVEN HUNDREND FIVE AND 00/100 DOLLARS ($82,705.00**) to trim or remove the quantity of trees identified in Attachment 1.

4. Except as provided for in Section 3 herein, the unit prices as set forth in the Additional Work Price List on Exhibit E, Schedule II, Section II on page 65 of the Agreement, shall apply for any additional trees not included herein, which may be added to the project during the term of this Extension Agreement.

5. Notwithstanding Exhibit C. 2 A., of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the CSD Board (City Council), the Director (the Chief Financial Officer/City Treasurer or their designated appointee) may not authorize additional work pursuant to this Extension in excess of the cumulative total of **FOURTEEN THOUSAND THREE HUNDRED FORTY-FIVE AND 00/100 DOLLARS ($14,345.00).**

6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor: West Coast Arborists, Inc.
By: _____	By: _____
Title: City Manager, Acting in the capacity of District Manager to the Moreno Valley Community Services District	Title: (President or Vice President)
Date: _____	Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary

Date: _____
Affix Corporate Seal Below

e	Street Section	Tree Species	Work to be Performed Trim or Removal	No of Trees to be Trimmed	No of Trees to be Removed
TownGate					
	W/s of Elsworth St., from Dracaea Ave. to Cottonwood Ave.	Eucalyptus	Trim	14	0
	W/s of Elsworth St., from Dracaea Ave. to Cottonwood Ave.	Pepper	Trim	18	0
	N/s Cottonwood Ave., from Elsworth St. to Day St.	Eucalyptus	Trim	19	0
	N/s Cottonwood Ave., from Elsworth St. to Day St.	Pepper	Trim	11	0
	E/s Day St., from Cottonwood Ave. to Dracaea Ave.	Eucalyptus	Trim	13	0
	E/s Day St., from Cottonwood Ave. to Dracaea Ave.	Pepper	Trim	15	0
	E/s of Town Circle	Palm	Trim	12	0
	S/s of Centerpoint	Palm	Trim	25	0
	N/s of Centerpoint	Palm	Trim	23	0
	Total (E-1)			**150**	**0**
E- 2 Hidden Springs					
	E/s of Hidden Springs Dr., from Country Gate Rd. to Mt. View Rd.	Alder	Removal	0	3
	E/s of Hidden Springs Dr., from Mt. View Rd., to Shadow Ridge Ln.	Alder	Removal	0	1
	W/s of Hidden Springs Dr., from Mt. View Rd. to Country Gate Rd.	Alder	Removal	0	3
	Behind residence at 10099 Altabrisa Way	Pepper	Removal	0	1
	Paseo entrance between Crossing Green Circle and Tributary Dr.	Tipawanna	Trim	1	0
	Paseo entrance between Crossing Green Circle and Tributary Dr.	Pepper	Trim	7	0
	Paseo entrance between Tributary Dr., and Hidden Springs Dr.	Tipawanna	Trim	2	0
	Paseo entrance between Tributary Dr., and Hidden Springs Dr.	Pine	Trim	2	0
	Paseo entrance between Tributary Dr., and Hidden Springs Dr.	Oak	Trim	1	0
	Paseo entrance between Tributary Dr., and Hidden Springs Dr.	Pepper	Trim	3	0
	Mt. View Rd., "West" Paseo entrance	Sycamore	Trim	1	0
	Mt. View Rd., "West" Paseo entrance	Pepper	Trim	5	0
	Cartegena Dr., Del Cresta Dr. and Altabrisa Way, Paseo Area	Pepper	Trim	54	0
	Cartegena Dr., Del Cresta Dr. and Altabrisa Way, Paseo Area	Eucalyptus	Trim	35	0
	N/s of Belcanto Dr.	Tipawanna	Trim	2	0
	N/s of Belcanto Dr.	Pine	Trim	1	0
	N/s of Belcanto Dr.	Pepper	Trim	5	0
	Montejo Dr. (end of cul de sac)	Pepper	Trim	1	0
	Greenridge Dr.	Eucalyptus	Trim	12	0
	Greenridge Dr.	Pepper	Trim	12	0
	S/W corner of Pepplebrook Dr. and Hidden Springs Dr.	Pepper	Trim	3	0
	Behind Sycamore Canyon Rd., in the Paseo	Pepper	Trim	23	0
	Behind Sycamore Canyon Rd., in the Paseo	Eucalyptus	Trim	17	0
	Behind Sycamore Canyon Rd., in the Paseo	Alder	Trim	7	0
	Behind Sycamore Canyon Rd., in the Paseo	Pine	Trim	1	0
	Behind Sycamore Canyon Rd., in the Paseo	Oak	Trim	7	0
	Behind Sycamore Canyon Rd., in the Paseo	Tipawanna	Trim	1	0

ATTACHMENT 1-A

MV00212992

Zone	Street Section	Tree Species	Work to be Performed Trim or Removal	No of Trees to be Trimmed	No of Trees to be Removed
	Paseo area behind homes facing Sycamore Canyon Rd. (near mulch pile)	Pepper	Trim	9	0
E-2 Hidden Springs (Cont.)	Paseo area behind homes facing Sycamore Canyon Rd. (near mulch pile)	Oak	Trim	4	0
	S/s Sycamore Canyon Rd., and Waterfall Ct.	Pepper	Trim	4	0
	Waterfall Ct. cul de sac	Pepper	Trim	4	0
	Paseo entrance on Sycamore Canyon Rd. and Lakeside Dr.	Tipawanna	Trim	4	0
	On south slope, behind houses on Mt. View Rd.	Various	Trim	120	0
	Throughout Paseo	Various	Removal	0	18
	Total (E-2)			**348**	**26**
E-3 MV Ranch - West					
	E/s of Kitching St., from Camino Marilena to Krameria Ave.	Acacia	Trim	1	0
	E/s of Kitching St., from Krameria Ave. to Iris Ave.	Acacia	Trim	13	0
	E/s of Kitching St., from Iris Ave. to Gentian Ave.	Pine	Trim	7	0
	E/s of Kitching St., from Iris Ave. to Gentian Ave.	Acacia	Trim	10	0
	S/s of Gentian Ave. from Kitching St. to Lasselle St.	Acacia	Trim	4	0
	S/w corner from Lasselle St. to Gentian Ave.	Pepper	Trim	1	0
	S/e corner from Lasselle St. and Gentian Ave.	Pepper	Trim	1	0
	W/s of Lasselle St. from Gentian Ave. to Iris Ave.	Pine	Trim	9	0
	E/s of Lasselle St. from Gentian Ave. to Iris Ave.	Pine	Trim	7	0
	E/s of Lasselle St. from Gentian Ave. to Iris Ave.	Palm	Trim	7	0
	E/s of Lasselle St. from Gentain Ave. to the school	Pine	Trim	32	0
	N/s of Iris Ave. from Los Cabos Dr. to Kitching St.	Pine	Trim	31	0
	N/s of Iris Ave. from La Fortuna Ln. to Kitching St.	Palm	Trim	8	0
	S/s of Iris Ave. from La Fortuna Ln. to Kitching St.	Palm	Trim	8	0
	S/s of Iris Ave. from Kitching St. to Lasselle St.	Pine	Trim	24	0
	W/s of Grande Vista Dr. from Iris Ave. to the top of the hill	Acacia	Trim	8	0
	E/s of Grande Vista Dr. from Iris Ave. to the top of the hill	Acacia	Trim	8	0
	N/s of Iris Ave. at the flood channel	Eucalyptus	Removal	0	1
	N/s of Iris Ave, at both corners of Ponderosa St.	Pepper	Trim	2	0
	S/w corner of Iris Ave. and Lasselle St.	Pepper	Trim	1	0
	S/w corner of Iris Ave. and Lasselle St.	Palm	Trim	8	0
	S/e corner of Iris Ave. and Lasselle St.	Pepper	Trim	1	0
	S/e corner of Iris Ave. and Lasselle St.	Palm	Trim	8	0
	N/e corner of Iris Ave. and Lasselle St.	Palm	Trim	3	0
	N/w corner of Iris Ave. and Lasselle St.	Palm	Trim	11	0
	N/e corner of Iris Ave. and Kitching St.	Pepper	Trim	1	0
	S/e corner of Iris Ave. and Kitching St.	Pepper	Trim	1	0
	W/s of Lasselle St. from Iris Ave. to Krameria Ave.	Pine	Trim	53	0
	W/s of Lasselle St. from Krameria Ave. to Arroyo Park	Pine	Trim	76	0

ATTACHMENT 1-A

e	Street Section	Tree Species	Work to be Performed Trim or Removal	No of Trees to be Trimmed	No of Trees to be Removed
MV Ranch - West nt.)	W/s of Lasselle St. from Avenida De Plata to Camino Del Rey	Pine	Trim	15	0
	E/s of Lasselle St. from Kentucky Derby Dr. to Cremello Way	Pine	Trim	6	0
	S/e corner of Krameria Ave. and Kitching St.	Palm	Trim	6	0
	N/e corner of Krameria Ave. and Kitching St.	Palm	Trim	6	0
	Miscellaneous Removals throughout E-3	Various	Removal	0	15
	Total (E-3)			**377**	**16**
E-4 MV Ranch - East					
	W/s of John F. Kennedy Dr. from Cactus Ave. to Moreno Beach Dr.	Sycamore	Trim	133	0
	W/s of John F. Kennedy Dr. from Cactus Ave. to Moreno Beach Dr.	Oak	Trim	45	0
	N/s of Moreno Beach Dr. from John F. Kennedy Dr. to Oliver Ave.	Sycamore	Trim	77	0
	N/s of Moreno Beach Dr. from John F. Kennedy Dr. to Oliver Ave.	Pepper	Trim	38	0
	E/s of Oliver Ave. from Moreno Beach Dr. to John F. Kennedy Dr.	Oak	Trim	20	0
	E/s of Oliver Ave. from Moreno Beach Dr. to John F. Kennedy Dr.	Pepper	Trim	9	0
	S/s of John F. Kennedy Dr. from Legendary Dr. to Entrance	Sycamore	Trim	21	0
	Miscellaneous Removals throughout E-4	Variou	Removal	0	20
	Total (E-4)			**343**	**20**
E-7 Centerpointe					
	W/s of Frederick St. from Alessandro Blvd. to Cactus Ave.	Crape Myrtle	Trim	35	0
	S/w corner of Alessandro Blvd. and Frederick St.	Pepper	Trim	4	0
	S/w corner of Alessandro Blvd. and Frederick St.	Palm	Trim	3	0
	S/e corner of Alessandro Blvd. and Frederick St.	Pepper	Trim	4	0
	S/e corner of Alessandro Blvd. and Frederick St.	Palm	Trim	4	0
	N/w corner of Cactus Ave. and Frederick St.	Pepper	Trim	4	0
	N/w corner of Cactus Ave. and Frederick St.	Palm	Trim	5	0
	N/e corner of Cactus Ave. and Frederick St.	Pepper	Trim	4	0
	N/e corner of Cactus Ave. and Frederick St.	Palm	Tim	5	0
	W/s of Frederick St. from Cactus Ave. to Alessandro Blvd.	Crape Myrtle	Trim	28	0
	Total (E-7)			**96**	**0**
E-8 Promontory Park					
	Cactus Ave., between Dusty Coyote Ave. to the E/s of Oliver Ave.	African Sumac	Trim	32	0
	Total (E-8)			**32**	**0**
E-12 Stoneridge Ranch					
	Nason St., from Dracaea Ave. to Fir Ave. on the E/s	Camphor	Trim	53	0
	Total (E-12)			**53**	**0**

ATTACHMENT 1-A

MV00212994

Zone	Street Section	Tree Species	Work to be Performed Trim or Removal	No of Trees to be Trimmed	No of Trees to be Removed
E-15 Celebration	Nason St. between Damascus Rd. / Delphinium Ave. & Cactus Ave., W/o Oliver Ave.	Palo Verde	Trim	12	0
	Nason St. between Damascus Rd. / Delphinium Ave. & Cactus Ave., W/o Oliver Ave.	African Sumac	Trim	23	0
	Nason St. between Damascus Rd. / Delphinium Ave. & Cactus Ave., W/o Oliver Ave.	African Sumac	Removal	0	3
	Total (E-15)			**35**	**3**
D Tracts					
TR 17176	Ironwood Ave. W/o Box Springs Rd.	California Pepper	Trim	13	0
TR 12773	John F. Kennedy Dr. & Lasselle St. / Kitching St.	Liquid Ambar	Removal	0	5
TR 13585	Lasselle St. & Lancia St. (W/o Lasselle St.)	Palm	Trim	10	0
TR 15433	Iris Ave. & Perris Blvd.	Sycamore	Removal	0	1
TR 16768	Eucalyptus Ave., N/s between Lasselle St. & Sample Ct.	Eucalyptus	Trim	14	0
TR 17334	Locust Ave. & Twilight Way	Acacia	Trim	9	0
TR 17334	Locust Ave. & Twilight Way	Acacia	Removal	0	3
TR 19210	S/s of John F. Kennedy Dr., W/o Perris Blvd.	Bottle Tree	Removal	0	5
TR 19434	John F. Kennedy Dr. & Lasselle St. / Kitching St.	Liquid Ambar	Removal	0	6
TR 19474	Alessandro Ave. from Covey Quail Ln. to Indian St.	Palm	Trim	8	0
TR 19500	Kitching St. & Dracaea Ave., W/s	Liquid Ambar	Removal	0	5
TR 19509	Cottonwood Ave. & Crape Myrtle Dr. to Kitching St. & Alessandro Blvd.	Liquid Ambar	Removal	0	8
TR 19529	Eucalyptus Ave. from Adeline Ave. to Tierra Canyon	Camphor	Trim	10	0
TR 19937	Kitching St. & Iris Ave. (W/s)	Pine	Trim	16	0
TR 19937	Kitching St. & Iris Ave. (W/s)	Eucalyptus	Trim	6	0
TR 19937	Kitching St. & Iris Ave. (W/s)	Eucalyptus	Removal	0	2
TR 20032	E/s Indian St., between Bay Ave. & Indian St.	Cmaphors	Trim	19	0
TR 20120	S/s of John F. Kennedy Dr., W/o Perris Blvd.	Liquid Ambar	Removal	0	1
TR 20715	Kitching St. & Moorland Rd. to Karmeria Ave. & Perris Blvd.	Oak	Trim	20	0
TR 20941	Lasselle St. & Bay Ave. (E/s of Lasselle St.)	Palm	Trim	22	0
TR 20941	Lasselle St. & Bay Ave. (E/s of Lasselle St.)	Bottle Tree	Trim	3	0
TR 21332	Ironwood Ave. E/o Day St.	Liquid Ambar	Removal	0	4
TR 21332	Ironwood Ave. E/o Day St.	Acacia	Trim	1	0
TR 21333	Ironwood Ave. & Barcly Dr.	Eucalyptus	Removal	0	5
TR 21616	Cactus Ave. & Lasselle St.	Liquid Ambar	Removal	0	2
TR 22276	Fir Ave. & Elmhurst Dr.	Liquid Ambar	Removal	0	4
TR 22371	Kitching St. & Atwood Ave., also Kitching St. & Eucalyptus Ave.	Liquid Ambar	Removal	0	3
TR 22371	Kitching St. & Atwood Ave., also Kitching St. & Eucalyptus Ave.	Plum	Removal	0	4
TR 30027	Nason St., between Dracaea Ave. /Cottonwood Ave./ Athletics Dr. & Letterman St.	Palo Verdes	Trim	24	0
TR 30027	Nason St., between Dracaea Ave. /Cottonwood Ave./ Athletics Dr. & Letterman St.	Camphors	Trim	50	0
TR 32625	Redlands Blvd. & Cottonwood Ave.	African Sumac	Trim	12	0
TR 32625	Redlands Blvd. & Cottonwood Ave.	Chinese Pastiche	Trim	11	0
	Total (D)			**248**	**58**

ATTACHMENT 1-A

e	Street Section	Tree Species	Work to be Performed Trim or Removal	No of Trees to be Trimmed	No of Trees to be Removed
Medians	Alessandro Blvd. monuments & Old Highway 215	Jacaranda	Trim	6	0
	Alessandro Blvd. from Old Highway 215 to Day St.	Various	Trim	10	0
	Alessandro Blvd. from Day St. to Elsworth Ave.	Various	Trim	16	0
	Alessandro Blvd. from Elsworth Ave. to Frederick St.	Various	Trim	14	0
	Alessandro Blvd. from Frederick St. to Graham Ave.	Various	Trim	15	0
	Alessandro Blvd. west of Graham Ave.	Liquid Ambar	Removal	0	1
	Total (M - Medians)			**61**	**1**
	Grand Total			**1,743**	**124**

MV00212996

FIRST EXTENSION AGREEMENT
PROJECT NO. 2011 TREE TRIM/REVOAL
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **West Coast Arborists, Inc.** (hereafter, "Contractor")

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated November 15, 2011 referencing Project No. 2011 Tree Trim/Removal for the purpose of providing tree trimming and removal of designated trees within various District parkway and median landscaped areas throughout the City of Moreno Valley.

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement.

WHEREAS, the Extension of the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2012** and shall terminate on **June 30, 2013.**

2. In accordance with Exhibit D, Section 1.B. of the Agreement, this Extension shall be considered the first of four possible extensions of the Agreement.

3. For the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) for the performance of tree trimming/removal services of those trees as identified on Attachment 1 of this Extension Agreement, and incorporated herein by this statement and shall, consistent with the terms of the Agreement, pay to the Contractor a fee of **$35.00 per trim** and **$175.00 per removal** of those trees listed on Attachment 1 of this Extension Agreement. Payment shall be made per month, one month in arrears, on the last day of the month based upon the total number of trees trimmed and/or removed for the preceding month at the rates stated herein this Extension Agreement. The total amount of this Extension Agreement for the twelve (12) month extension period shall not exceed **SEVENTY FIVE THOUSAND AND FIVE AND 00/100 DOLLARS ($75,005.00).**

4. Except as provided for in Section 3 herein, the unit prices as set forth in the Additional Work Price List on Exhibit E, Schedule II, Section II on page 65 of the Agreement, shall apply for any additional trees not included herein which may be added to the project during the period of this Extension Agreement.

5. Notwithstanding Exhibit C., Numeral 2, Letter A, of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the CSD Board (City Council), the Director (the Public Works Director/City Engineer or his designated appointee) may not authorize additional work pursuant to this Extension in excess of the cumulative total of **SEVEN THOUSAND FOUR HUNDRED FORTY-FIVE AND 00/100 DOLLARS ($7,445.00).**

6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

EXTENSION AGREEMENT
PROJECT NO. RFP NO. 2011 TREE TRIM/REMOVAL
PARKWAY AND MEDIAN
TREE TRIMMING AND REMOVAL

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District	Contractor: West Coast Arborists, Inc.
By: _____	By: _____ Patrick Mahoney
Title: City Manager, Acting in the capacity of District Manager to the Moreno Valley Community Services District	Title: President
Date: 10/3/12	Date: September 20, 2012

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
Deputy City Attorney

10-1-12
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

10/2/12
Date

By: _____ Richard Mahoney
Title: Assistant Secretary

Date: September 20, 2012
Affix Corporate Seal Below

Item No. B.6

Zone	Street Section	Tree Species	Work to be Performed Trim or Removal	No of Trees to be Trimmed	No of Trees to be Removed
E- 1 TownGate					
	Frederick Medians, South of Sunnymead Boulevard	Pine	Trim	6	0
	N/s Eucalyptus Ave., from Frederick to Towngate	Sumac	Trim	26	0
	N/s Eucalyptus Ave., from Frederick to Towngate	Liquid Ambar	Trim	10	0
	S/s Eucalyptus Ave., from Towngate to Stanhope	Sumac	Trim	7	0
	S/s Eucalyptus Ave., from Towngate to Stanhope	Liquid Ambar	Trim	1	0
	S/s Eucalyptus Ave., from Towngate to Stanhope	Crape Myrtle	Trim	3	0
	Towngate Medians, from Frederick to Memorial	Brazialian Pepper	Trim	18	0
	Towngate Medians, from Frederick to Memorial	Crape Myrtle	Trim	1	0
	N/s Dracaea Ave., from Brentwood to Elsworth	Pine	Trim	29	0
	E/s Elsworth Ave. from Dracea to Eucalyptus	Pine	Tim	30	0
	Total (E-1)			**131**	**0**
E- 1 A TownGate					
	S/s Dracea from Arbor Park to Elsworth	Eucalyptus	Trim	12	0
	E/s Arbor Park from Dracea to Eucalyptus	Fern Pine	Trim	3	0
	E/s Arbor Park from Dracea to Eucalyptus	Liquid Ambar	Trim	3	0
	W/s Arbor Park from Eucalyptus to Dracea	Liquid Ambar	Trim	6	0
	W/s Arbor Park from Eucalyptus to Dracea	Camphor	Trim	9	0
	W/s Arbor Park from Eucalyptus to Dracea	Fern Pine	Trim	4	0
	Dracaea from Arbor Park to Day	Eucalyptus	Trim	5	0
	Total (E-1A)			**42**	**0**
E- 2 Hidden Springs					
	Corner of Sycamore Canyon and Hidden Springs	Oak	Trim	6	0
	E/s of Hidden Springs from Sycamore Canyon to Mesa Springs	Pine	Trim	16	0
	E/s Hidden Springs, from Mesa Springs to Shadow Ridge	Pine	Trim	12	0
	E/s Hidden Springs, from Shadow Ridge to Mountain View	Pine	Trim	17	0
	E/s Hidden Springs, from Shadow Ridge to Mountain View	Tipawanna	Remove	0	1
	E/s Hidden Springs from Mountain Viw to Country Gate	Bottle	Trim	7	0
	E/s corners of Hidden Springs and Country Gate	Camphor	Trim	4	0
	E/s corners of Hidden Springs and Country Gate	Tipawanna	Trim	2	0
	E/s Hidden Spings from Country Gate to Mountain View	Bottle	Trim	31	0
	E/s Hidden Spings from Country Gate to Mountain View	Tipawanna	Trim	2	0
	E/s Hidden Spings from Country Gate to Mountain View	Alder	Trim	2	0
	E/s Hidden Springs from Mountin View to Pigeon Pass	Pine	Trim	1	0
	E/s Hidden Springs from Mountin View to Pigeon Pass	Bottle	Trim	5	0
	E/s Hidden Springs from Mountin View to Pigeon Pass	Oak	Trim	1	0

ATTACHMENT 1

Zone	Street Section	Tree Species	Work to be Performed Trim or Removal	No of Trees to be Trimmed	No of Trees to be Removed
E-2 Hidden Springs (Cont.)	E/s Hidden Springs from Mountin View to Pigeon Pass	Pepper	Trim	5	0
	Hidden Springs Entry Median (all trees)	Eucalyptus	Trim	5	0
	W/s Hidden Springs from Pigeon Pass to Box Spring's Park Entrance	Eucalyptus	Trim	13	0
	W/s Hidden Springs from Pigeon Pass to Box Spring's Park Entrance	Pine	Trim	2	0
	W/s Hidden Springs from Pigeon Pass to Box Spring's Park Entrance	Pepper	Trim	17	0
	W/s Hidden Springs from Box Springs Parkw Entry to Country Gate	Eucalyptus	Trim	5	0
	W/s Hidden Springs from Box Springs Parkw Entry to Country Gate	Alder	Trim	4	0
	W/s Hidden Springs from Box Springs Parkw Entry to Country Gate	Bottle	Trim	7	0
	W/s corner of Country Gate and Hidden Springs	Tipawanna	Trim	2	0
	W/s Hidden Springs from Country Gate to Mountain View	Alder	Trim	14	0
	W/s Hidden Springs from Country Gate to Mountain View	Bottle	Trim	6	0
	W/s Hidden Springs from Country Gate to Mountain View	Tipawanna	Trim	3	0
	W/s Hidden Springs Mountain View to Del Cresta	Tipawanna	Trim	4	0
	W/s Hidden Springs Mountain View to Del Cresta	Bottle	Trim	5	0
	W/s Hidden Springs Mountain View to Del Cresta	Alder	Trim	1	0
	W/s Hidden Springs from Del Cresta to Country Crest	Oak	Trim	4	0
	W/s Hidden Springs from Del Cresta to Country Crest	Alder	Trim	2	0
	W/s Hidden Springs from Del Cresta to Country Crest	Bottle	Trim	36	0
	W/s Hidden Springs from Del Cresta to Country Crest	Bottle	Removal	0	1
	W/s Hidden Springs from Del Cresta to Country Crest	Alder	Removal	0	5
	W/s Pigeon Pass from Hiddden Springs to Hidden Springs	Bottle	Trim	22	0
	W/s Pigeon Pass from Hiddden Springs to Hidden Springs	Tipawanna	Trim	16	0
	Paseo Behind 10192 Cartagena Dr.	Eucalyptus	Trim	1	0
	Total (E-2)			**280**	**7**
E-3 MV Ranch - West					
	E/s of Kitching from Camino Marilena to Krameria	African Sumac	Trim	34	0
	S/s of Krameria from Kitching to Lasselle	African Sumac	Trim	18	0
	S/s of Krameria from Kitching to Lasselle	Oak	Trim	29	0
	S/s of Krameria from Lasselle to College	Oak	Trim	48	0
	N/s of Krameria from Lasselle to Kitching	African Sumac	Trim	43	0
	N/s of Krameria from Lasselle to Kitching	Oak	Trim	48	0
	E/s of Kitching from Krameria to Iris	African Sumac	Trim	22	0
	S/s of Iris from Kitching to Lasselle	African Sumac	Trim	19	0
	N/s of Iris from Los Cabos to Kitching	African Sumac	Trim	20	0
	E/s of Kitching from Iris to Gentian	African Sumac	Trim	36	0
	S/s of Gentian from Kitching to Lasselle	African Sumac	Trim	28	0
	W/s of Lasselle from Calle Agua to Krameria	African Sumac	Trim	13	0

ATTACHMENT 1

Zone	Street Section	Tree Species	Work to be Performed Trim or Removal	No of Trees to be Trimmed	No of Trees to be Removed
E-3 MV Ranch - West (Cont.)	W/s of Lasselle from Krameria to Arroyo Park	African Sumac	Trim	20	0
	W/s of Lasselle from Arroyo Park to Camino Del Rey	Oak	Trim	24	0
	E/s of Lasselle St. from Kentucky Derby to Cremello	Oak	Trim	9	0
	E/s of Lasselle from Via Xavier to Krameria	African Sumac	Trim	14	0
	E/s of Lasselle from Iris to the High School	African Sumac	Trim	13	0
	SEC of Gentian & Lasselle	California Pepper	Trim	1	0
	SEC of Krameria & Kitching	California Pepper	Trim	1	0
	SWC of Gentian & Lasselle	California Pepper	Trim	1	0
	SEC of Iris & Kitching	California Pepper	Trim	1	0
	SWC of Iris & Lasselle	California Pepper	Trim	1	0
	NEC of Iris & Kitching	California Pepper	Trim	1	0
	SEC of Iris & Lasselle	California Pepper	Trim	1	0
	Both corners on the North Side of Iris & Ponderosa	California Pepper	Trim	2	0
	NEC of Krameria & Kitching	California Pepper	Trim	1	0
	Miscellaneous Removals throughout E-4	Misc.	Removals	0	14
	Total (E-3)			**448**	**14**
E-4 MV Ranch - East					
	S/s of Iris Ave., from Hammet to Oliver	Pepper	Trim	4	0
	S/s of Iris Ave., from Hammet to Oliver	Pine	Trim	43	0
	S/s of Iris Ave., from Hammet to Oliver	Eucalyptus	Trim	40	0
	E/s of Oliver St., South of Iris Ave.	Pepper	Trim	2	0
	E/s of Oliver St., South of Iris Ave.	Palm	Trim	5	0
	S/s of Iris Ave., from Oliver St. to Via De Lago	Pine	Trim	3	0
	S/E side of Moreno Beach from Via De Lago	Pine	Trim	22	0
	S/E side of Moreno Beach from Via De Lago	Eucalyptus	Trim	14	0
	S/E and S/W corners of John F. Kennedy Dr. & Bayhill	Pepper	Trim	2	0
	S/s of John F. Kennedy Dr. from Bayhill to Campionship	Pine	Trim	32	0
	S/s of John F. Kennedy Dr. from Bayhill to Campionship	Eucalyptus	Trim	33	0
	S/E and S/W corners of Championship	Pepper	Trim	2	0
	S/E and S/W corners of Championship	Pine	Trim	3	0
	S/s of John F. Kennedy Dr. from Championship to Sevilla	Pine	Trim	33	0
	N/E and N/W corners of Sevilla	Pepper	Trim	2	0
	S/s of John F. Kennedy from Sevilla to Barcelona	Pine	Trim	32	0
	N/E and N/W corners of Barcelona	Pepper	Trim	1	0
	N/E and N/W corners of Barcelona	Pine	Trim	2	0
	S/E corner of Cactus and John F. Kennedy Dr.	Pepper	Trim	1	0
	S/E corner of Cactus and John F. Kennedy Dr.	Palms	Trim	9	0

ATTACHMENT 1

Zone	Street Section	Tree Species	Work to be Performed Trim or Removal	No of Trees to be Trimmed	No of Trees to be Removed
E-4 MV Ranch - East (Cont.)	S/W corner of Cactus and John F. Kennedy Dr.	Pepper	Trim	1	0
	S/W corner of Cactus and John F. Kennedy Dr.	Palms	Trim	11	0
	W/S of John F. Kennedy Dr. from Cactus to Championship	Pine	Trim	8	0
	W/S of John F. Kennedy Dr. from Championship Dr. to Moreno Beach Dr.	Pine	Trim	6	0
	SEC of Moreno Beach Drive and Cactus Ave.	Pepper	Trim	1	0
	SEC of Moreno Beach Drive and Cactus Ave.	Palms	Trim	11	0
	N/s of Iris Ave., from Vea De Lago to Oliver St.	Pine	Trim	14	0
	N/s of Iris Ave., from Vea De Lago to Oliver St.	Eucalyptus	Trim	6	0
	Miscellaneous Removals throughout E-3	Misc. Trees	Removals	0	20
	Total (E-4)			**343**	**20**
E-7 Centerpointe					
	W/S of Frederick from Alessandro Blvd. to Cactus Ave.	Pine	Trim	37	0
	S/W corner of Alessandro Blvd. and Frederick St.	Pepper	Trim	4	0
	S/W corner of Alessandro Blvd. and Frederick St.	Palm	Trim	3	0
	S/E corner of Alessandro Blvd. and Frederick St.	Pepper	Trim	4	0
	S/E corner of Alessandro Blvd. and Frederick St.	Palm	Trim	4	0
	N/W corner of Cactus Ave. and Frederick St.	Pepper	Trim	4	0
	N/W corner of Cactus Ave. and Frederick St.	Palm	Trim	5	0
	N/E corner of Cactus Ave. and Frederick St.	Pepper	Trim	4	0
	N/E corner of Cactus Ave. and Frederick St.	Palm	Trim	5	0
	E/s of Frederick St., from Cactus Ave. to Alessandro Blvd.	Pine	Tim	56	0
	Total (E-7)			**126**	**0**
E-8 Promontory Park					
	Morgan St. and John F. Kennedy Dr.	London Plane	Trim	5	0
	Corner of John F. Kennedy Dr., and Morgan St.	Pear	Trim	1	0
	Morgan St. and John F. Kennedy Dr.	Pear	Removal	0	1
	Total (E-8)			**6**	**1**
E-12 Stoneridge Ranch	Bloomfield St.	Palo Verde	Trim	4	0
	Nason St./Fir Ave./Eucalyptus Ave.	Palo Verde	Trim	15	0
	Total (E-12)			**19**	**0**
E-16 Shadow Mountain					
	E/s Pigeon Pass from Sunnymead Pkyway to Outlaw	Holy Oak	Trim	10	0
	E/s Pigeon Pass from Sunnymead Pkyway to Outlaw	Liquid Ambar	Trim	1	0
	E/s Pigeon Pass from Sunnymead Pkyway to Outlaw	Oak	Trim	2	0

ATTACHMENT 1

Zone	Street Section	Tree Species	Work to be Performed Trim or Removal	No of Trees to be Trimmed	No of Trees to be Removed
E-16 Shadow Mountain (Cont.)	E/s Pigeon Pass from Sunnymead Pkyway to Outlaw	Bottle	Trim	6	0
	S/s Presido Hills Dr. to Via Montara	Bottle	Trim	1	0
	S/s Presido Hills Dr. to Via Montara	Liquid Ambar	Trim	5	0
	Presido Hills Medians	Sagleaf Zelkova	Trim	1	0
	N/s Presido Hills from Via Montara to Pigeon Pass	Liquid Ambar	Trim	4	0
	N/s Presido Hills from Via Montara to Pigeon Pass	Bottle	Trim	1	0
	S/s Presido Hills Dr. from Montara to Via Del Norte	Liquid Ambar	Trim/Removal	6	1
	S/s Presido Hills Dr. from Via Del Norte to Epada Creek	Liquid Ambar	Trim	9	0
	S/s Presido Hills Dr. from Via Del Norte to Epada Creek	Oak	Trim	2	0
	W/s Epada Creek	Liquid Ambar	Trim/Removal	3	1
	W/s Via Del Norte from Presido Hills to Sunnymead Parkway	Liquid Ambar	Trim	4	0
	Sunnymead Pkway	Sagleaf Zelkova	Trim	12	0
	E/s Svia Del Norte - Slope behind Trail	Bottle	Trim	3	0
	E/s Svia Del Norte - Slope behind Trail	Holy Oak	Trim	5	0
	E/s Svia Del Norte - Slope behind Trail	Pine	Trim	2	0
	E/s Svia Del Norte - Slope behind Trail	Oak	Trim	2	0
	E/s Svia Del Norte - Slope behind Trail	Pepper	Trim	3	0
	W/s Via Del Norte	Pepper	Removal	0	1
	Total (E-16)			**82**	**3**
DSG-1 Tracts					
TR 18283	N/s of Ironwood Ave., between Graham St. & Bayless	Sycamore	Removal	0	1
TR 19142	Cactus Ave. and Parkwood	Pine	Removal	0	1
TR 19541	Eucalyptus and Pepperbush St.	Plum	Removal	0	2
TR 21597	Cactus Ave. and Kitching St. to Jonestown St.	Camphor	Trim	16	0
TR 31129	Cactus Ave. and Dusty Coyote St.	Sumac African	Trim	20	0
	Total (D - DSG-1)			**36**	**4**
DSG-2 Tracts					
TR 17334	W/o Twilight	Sycamores	Trim	2	0
TR 17334	W/o Twilight	Pine	Trim	3	0
TR 17334	W/o Twilight	Queen Palm	Trim	1	0
TR 17334	Twilight	Pine	Trim	4	0
TR 17334	Twilight	Queen Palm	Trim	1	0
TR 17334	W/o Twilight	Pine	Trim	16	0
TR 17334	W/o Twilight	Palms	Trim	17	0
TR 19032	Clark St.	Jacaranda	Trim	44	0
TR 19032	Clark St.	Willow	Trim	1	0
TR 19032	Clark St.	Pepper	Trim	1	0

Zone		Street Section	Tree Species	Work to be Performed Trim or Removal	No of Trees to be Trimmed	No of Trees to be Removed
DSG-2 Tracts (Cont.)	TR 19032	Clark St.	Carrotwood	Trim	1	0
	TR 19032	Clark St.	Pine	Trim	10	0
	TR 19208	Along Ironwood Ave.	Palms	Trim	8	0
	TR 19208	Along Ironwood Ave.	Pine	Trim	15	0
	TR 19551	Ironwood Ave./Pigeon Pass Rd.	Sycamore	Trim	30	0
	TR 20525	East to Barbazon	Sycamores	Trim	26	0
	TR 20525	W/o Barbazon	Camphors	Trim	3	0
	TR 20525	Montecello	Camphors	Trim	3	0
	TR 20552	Along Heacock St.	Sycamore	Removal	0	1
	TR 21332	E/o Day St.	Liquid Ambar	Removal	0	1
	TR 21333	Ironwood Ave.	Liquid Ambar	Removal	0	1
	TR 22276	Morrison St., S/o Fir St.	Liquid Ambar	Removal	0	1
	TR 22277	Morrison St./Fir Ave.	Sycamore	Trim	3	0
	TR 22277	Morrison St./Fir Ave.	Pine	Trim	15	0
	TR 22277	Morrison St., N/o Fir St.	Liquid Ambar	Removal	0	1
	TR 22371	Eucalyptus Ave.	Plum	Trim	6	0
	TR 12773	Along Lasselle St, S/o John F. Kennedy Dr.	Liquid Ambar	Removal	0	4
	TR 17867	Lasselle St.	Pine	Trim	10	0
	TR 19434	Along Kitching St.	Liquid Ambar	Removal	0	4
	TR 19685	Lasselle St., Gentian Ave., Kitching St.	Palms	Trim	31	0
	TR 19957	Along Frederick St.	Liquid Ambar	Removal	0	3
	TR 20859	Perris Blvd.	Sycamore	Trim	26	0
	TR 20859	Along Perris Blvd., S/o Krameria Ave.	Sycamore	Removal	0	1
	TR 30027	Dracea Ave., Nason St., Cottonwood Ave.	Jacarandas	Trim	18	0
	TR 32018	Along Cottonwood Ave.	Liquid Ambar	Removal	0	1
		Total (D - DSG- 2 North)			**295**	**18**
		Grand Total			**1,808**	**67**

ATTACHMENT 1

Page 6 of 6

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MV00213006

INDEPENDENT CONTRACTOR AGREEMENT

R.F.P. NO. 2011 TREE TRIM/REMOVAL
PROJECT NO. 2011 TREE TRIM/REMOVAL

PARKWAY AND MEDIAN
TREE TRIMMING AND REMOVAL

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name	West Coast Arborists, Inc.
Street Address	2200 E. Burton Street
Street Address	
City, State, Zip	Anaheim, CA 92806
Mailing Address	
(If same as Street Address,	Same as Above
write same or same as above)	
Business Phone (with area code)	(714) 991-1900
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	(909) 783-6544
Fax Number	(714)991-1027
Email Address	www.WCAINC.com
Social Security Number	
Business License Number	
Federal Tax ID Number	95-3250682
Contractor's License Number	
& Classification	366764 C27/C61/D49

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contract Starting Date is November 1, 2011 and the Contract Ending Date is June 30, 2012. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

A. Control of Work. Except for compliance with specifications and performance standards provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Contract.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, RDA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence/ $2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, RDA, and District, against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the

Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Contract

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

☐ Insurance requirements waived with Risk Manager's approval.
By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City's Risk Manager prior to the execution of this Contract. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the City of amendment or cancellation to the District, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated

as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended either by a subsequent written Contract signed by both parties or as provided for in Section 3, Paragraph K, Notice of Service Level Adjustment. Assignment of this Contract is prohibited without prior written consent.

J. Termination.

1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.

2. The District may terminate this Contract without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Notice of Service Level Adjustments. A minimum 30 day written notice to the Contractor shall be provided by the District regarding any reduction or addition of service to be provided by the Contractor in accordance with the terms of the Contract. It will be the responsibility of the Contractor to provide a revised schedule of service within 30 days of the receipt of notice and to adjust monthly invoicing in accordance with the terms of the reduction or addition to the service area.

L. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

M. Restrictions on District / City Employees. The Contractor shall not employ any

District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.

N. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.

O. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor: 2200 E. Via Burton St., Anaheim, CA 92806
[Mailing Address (Post Office Box, if applicable]
(714) 991-1900
[Telephone number]
(714) 991-1027
[Fax number]
vgonzalez@wcainc.com
[Email address]

With a copy to:
[Attorney for Contractor, if applicable]
[Street Address]
[Post Office Box, if applicable]
[City, State, Zip]
[Telephone number]
[Fax number]
[Email address]

To CSD: MORENO VALLEY COMMUNITY SERVICES DISTRICT
Public Works Department
Special Districts Division
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Special Districts Division Manager
Telephone number: 951. 413-3480
Fax Number: 951. 413-3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951. 413-3036
Fax number: 951. 413-3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley Community Services District

By: _____

Title: City Manager, acting in the capacity of for District Manager of the Board of Directors of the Moreno Valley Community Services District

Date: 11/15/11

West Coast Arborists, Inc.

By: _____ Patrick Mahoney

Title: (President or Vice President)

Date: NOVEMBER 1, 2011

By: _____ Richard Mahoney

Title: Corporate Secretary or Assistant Secretary *(If applicable)*

Date: NOVEMBER 1, 2011

Affix Corporate Seal Below
(If applicable)

INTERNAL USE ONLY

ATTEST:

_____
City Clerk
(*For City Council or CSD Board Approvals*)

APPROVED AS TO LEGAL FORM:

_____
City Attorney

17 Nov 2011
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

11-14-11
Date

Attachments

BOND NUMBER CF4282
PREMIUM: $746.00
EXECUTED IN DUPLICATE

APPENDIX E: BOND FORMS – FAITHFUL PERFORMANCE

BOND NO.:
FAITHFUL PERFORMANCE BOND

R.F.P. NO. 2011 TREE TRIM/REMOVAL
PROJECT NO. 2011 TREE TRIM/REMOVAL

PARKWAY AND MEDIAN TREE TRIMMING AND REMOVAL

WHEREAS the Board of Directors of the Moreno Valley Community Services District, State of California, and WEST COAST ARBORISTS, INC., hereinafter designated as "Principal," have entered into an Agreement whereby Principal agrees to maintain certain designated public improvements, which said Agreement, dated _____, 20___, and identified as PROJECT NO. PMTTRES/11 is hereby referred to, and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement,

NOW, THEREFORE, we, the Principal, and CONTRACTORS BONDING AND INSURANCE COMPANY as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of NINETY-THREE THOUSAND * dollars ($ 93,220.00 - -) (words and figures) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents. *TWO HUNDRED TWENTY AND NO/100

The conditions of this obligation are such that if the above-bounded Principal, his heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement, and any alteration thereof made as therein provided on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the Moreno Valley Community Services District, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force, and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Moreno Valley Community Services District in successfully enforcing such obligation, all to be taxed as costs, and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the specifications.

** THE EFFECTIVE DATE OF THE BOND SHALL BE FROM 11-1-11 THROUGH 6-30-12 AND SURETY SHALL NOT BE LIABLE FOR ANY DEFAULTS OR EVENTS ARISING EITHER BEFORE OR AFTER THE EFFECTIVE DATE OF THE BOND. AT SOLE OPTION OF THE SURETY, THE BOND MAY ONLY BE RENEWED BY CONTINUATION OR RENEWAL CERTIFICATE, AND/OR RIDER SETTING FORTH NEW COMMENCEMENT AND EXPIRATION DATES. NON-RENEWAL OF THE BOND, WHETHER OR NOT A BREACH OF CONTRACT, SHALL NOT BE CONSIDERED A BREACH WITHIN THE EFFECTIVE PERIOD OF THE BOND.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on NOVEMBER 1, 2011.

PRINCIPAL	SURETY
Name: **WEST COAST ARBORISTS, INC.**	Name: CONTRACTORS BONDING AND INSURANCE COMPANY
Address: 2200 E. VIA BURTON STREET	Address: 111 PACIFICA, SUITE 350
ANAHEIM, CA 92806	IRVINE, CA 92618
Telephone Number: 714/991-1900	Telephone Number: (949) 341-9110
By: PATRICK MAHONEY	By: MICHAEL D. STONG
Title: PRESIDENT	Title: ATTORNEY-IN-FACT
By: RICHARD MAHONEY	By:
Title: VICE-PRESIDENT/ASST. SECRETARY	Title:

Approved as to form this 17TH day of Nov, 2011

City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)

RISK MANAGEMENT
Approved

By 11-15-11
Date

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Orange

On 11/3/11 (Date) before me, Victor M. Gonzalez, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Patrick Mahoney and Richard Mahoney (Name(s) of Signer(s))

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

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

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

VICTOR M. GONZALEZ
Commission # 1919509
Notary Public - California
Orange County
My Comm. Expires Jan 27, 2015

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: APPENDIX E: BOND FORMS - FAITHFUL PERFORMANCE

Document Date: 11/1/11 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Patrick Mahoney
- ☐ Individual
- ☒ Corporate Officer — Title(s): President
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: West Coast Arborists, Inc.

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: Richard Mahoney
- ☐ Individual
- ☒ Corporate Officer — Title(s): V.P./Asst. Secretary
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: West Coast Arborists, Inc.

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On 11/1/14 before me, R. NAPPI "NOTARY PUBLIC",
(Here insert name and title of the officer)

personally appeared MICHAEL D. STONG,

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

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

WITNESS my hand and official seal.

R. Nappi
Signature of Notary Public

(Notary Seal)

R. NAPPI
COMM. #1796916
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Comm. Expires June 7, 2012

RRS1 RRS1

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

2008 Version CAPA v12.10.07 800-873-9865 www.NotaryClasses.com

Item No. B.6

BOND NUMBER CF 4281
PREMIUM INCLUDED IN PERFORMANCE BOND
EXECUTED IN DUPLICATE

APPENDIX D: BOND FORMS – MATERIAL AND LABOR

BOND NO.:
MATERIALS AND LABOR BOND

R.F.P. NO. 2011 TREE TRIM/REMOVAL
PROJECT NO. 2011 TREE TRIM/REMOVAL

PARKWAY AND MEDIAN TREE TRIMMING AND REMOVAL

KNOW ALL MEN BY THESE PRESENTS,

THAT WEST COAST ARBORISTS, INC., as Principal, and CONTRACTORS BONDING AND INSURANCE COMPANY, as Surety, as held firmly bound unto the Moreno Valley Community Services District, in the just and full amount of NINETY-THREE THOUSAND TWO HUNDRED TWENTY AND NO/100 dollars ($ 93,220.00 - -) (amount in words and figures), for the payment whereof, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Given under our hands and sealed with our seals this 1st day of NOVEMBER, 2011.

The condition of the foregoing obligation is such that,

WHEREAS, the above-named Principal is about to enter into a Contract with the Moreno Valley Community Services District whereby said principal agrees to provide tree trimming and/or removal services as required in accordance with the provisions of PROJECT NO. PMTTRES/11, as provided in said Contract, which said Contract is hereby referred to and made a part hereof to the same extent as if the same were herein specifically set forth;

NOW, THEREFORE, if the said Principal or any subcontractor of said Principal shall fail to pay for any materials, provisions, provider of other supplies, or teams used in, upon, for or about the performance of said work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety will pay for the same in an amount not exceeding the sum hereinabove specified, and in case suit is brought hereon, a reasonable attorney's fee to be fixed by the Court, otherwise this bond shall be void and of no effect;

PROVIDED, that no amendment, change, extension of time, alteration, or addition to said Contract or Agreement, or of any feature or item or items or performance required therein or thereunder shall in any manner effect the obligation of the undersigned on or under this bond; and the surety does hereby waive notice of such amendment, limitation of time for bringing action on this bond by the District change, extension of time, alteration or addition to said Contract or Agreement, and of any feature or item or items of performance required herein or thereunder.

This bond shall inure to the benefit of any and all persons entitled to file claims under Sections 3181 through 3187 of the Civil Code of the State of California, and shall give right of action to such persons or their assigns in any suit brought upon this bond.

** THE EFFECTIVE DATE OF THE BOND SHALL BE FROM 11-1-11 THROUGH 6-30-11 AND SURETY SHALL NOT BE LIABLE FOR ANY DEFAULTS OR EVENTS ARISING EITHER BEFORE OR AFTER THE EFFECTIVE DATE OF THE BOND. AT SOLE OPTION OF THE SURETY, THE BOND MAY ONLY BE RENEWED BY CONTINUATION OR RENEWAL CERTIFICATE, AND/OR RIDER SETTING FORTH NEW COMMENCEMENT AND EXPIRATION DATES. NON-RENEWAL OF THE BOND, WHETHER OR NOT A BREACH OF CONTRACT, SHALL NOT BE CONSIDERED A BREACH WITHIN THE EFFECTIVE PERIOD OF THE BOND.

WITNESS our hands this 1st day of NOVEMBER, 20 11.

PRINCIPAL	SURETY
Name: **WEST COAST ARBORISTS, INC.**	Name: CONTRACTORS BONDING AND INSURANCE COMPANY
Address: 2200 E. VIA BURTON STREET ANAHEIM, CA 92806	Address: 111 PACIFICA, SUITE 350 IRVINE, CA 92618
Telephone Number: 714/991-1900	Telephone Number: (949) 341-9110
By: PATRICK MAHONEY	By: MICHAEL D. STONG
Title: PRESIDENT	Title: ATTORNEY-IN-FACT
By: RICHARD MAHONEY	By:
Title: VICE-PRESIDENT/ASST. SECRETARY	Title:

Approved as to form this 17TH day of Nov, 20 11.

City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)

RISK MANAGEMENT
Approved

By 11-15-11 Date

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Orange

On 11/3/11 (Date) before me, Victor M. Gonzalez, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Patrick Mahoney and Richard Mahoney (Name(s) of Signer(s)),

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

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

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

VICTOR M. GONZALEZ
Commission # 1919509
Notary Public - California
Orange County
My Comm. Expires Jan 27, 2015

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: APPENDIX D: BOND FORMS - MATERIAL AND LABOR

Document Date: 11/1/11 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Patrick Mahoney
- ☐ Individual
- ☒ Corporate Officer — Title(s): President
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: West Coast Arborists, Inc.

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: Richard Mahoney
- ☐ Individual
- ☒ Corporate Officer — Title(s): V.P./Asst. Secretary
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: West Coast Arborists, Inc.

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On 11/1/11 before me, R. NAPPI "NOTARY PUBLIC",
(Here insert name and title of the officer)

personally appeared MICHAEL D. STONG,

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

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

WITNESS my hand and official seal.

R. Nappi
Signature of Notary Public

(Notary Seal)

R. NAPPI
COMM. #1796916
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Comm. Expires June 7, 2012

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

2008 Version CAPA v12.10.07 800-873-9865 www.NotaryClasses.com

Item No. B.6

Contractors Bonding and Insurance Company
1213 Valley Street
P.O. Box 9271
Seattle, WA 98109-0271

POWER OF ATTORNEY
Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **Contractors Bonding and Insurance Company**, a Washington corporation, does hereby make, constitute and appoint: Jeremy Pendergast, Rosemary Nappi, Michael D. Stong, jointly or severally.

in the City of Riverside, State of California its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million and 00/100 Dollars ($10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **Contractors Bonding and Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **Contractors Bonding and Insurance Company**, and now in force to-wit:

> **"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."**

IN WITNESS WHEREOF, the **Contractors Bonding and Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 11th day of July, 2011.

CONTRACTORS BONDING AND INSURANCE COMPANY — CORPORATE SEAL 1979 — WASHINGTON

Contractors Bonding and Insurance Company

Roy C. Die — Vice President

State of Washington } SS
County of King

On this 11th day of July, 2011, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

Joseph B. Muller — Notary Public

Notary Public
State of Washington
JOSEPH B. MULLER
MY COMMISSION EXPIRES
March 29, 2012

CERTIFICATE

I, the undersigned officer of **Contractors Bonding and Insurance Company**, a stock corporation of the State of Washington, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **Contractors Bonding and Insurance Company** this 1st, day of October, 2011.

Contractors Bonding and Insurance Company

Roy C. Die — Vice President

Item No. B.6

EXHIBIT A

R.F.P. NO. 2011 TREE TRIM/REMOVAL
PROJECT NO. 2011 TREE TRIM/REMOVAL

PARKWAY AND MEDIAN
TREE TRIMMING AND REMOVAL

1. SCOPE OF WORK

A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of tree trimming and removal services within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Project Location Maps and described on the tree trimming/removal list as attached at the end of this Exhibit.

B. The Contractor shall have the duty to perform tree trimming and/or tree removal services. All work shall be performed in accordance with usual and customary horticultural practices to achieve and maintain healthy, viable trees. The Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

C. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the trees noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.

2. SCHEDULING OF WORK

A. The Contractor shall adhere to the facilities, equipment and annual work schedules submitted as a part of the Contractor's bid, and incorporated herein by this reference. These schedules, and any approved revisions thereto, shall be used by the District as a basis for determining Contractor's satisfactory performance.

B. Revisions to facilities, equipment, and annual work schedules shall not be implemented without the prior written approval of the Director. The Contractor shall submit proposed revisions to equipment and annual work schedules in writing to the District at the address as set forth in Section 3, paragraph O. of the Independent Contractor Agreement "Contract" at least ten (10) working days prior to commencing work per the proposed revisions.

C. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming

liable to the District for non-performance penalties per Exhibit C, Section 4.

D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for additional maintenance as set forth herein.

E. When inclement weather renders performance per approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor shall adjust his work force in order to accomplish those work items not affected by weather, and shall contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-performance penalties per Exhibit C, Section 4.

F. For the purposes of this Contract, "Working Days" shall be Mondays through Thursdays, excluding holidays as provided herein. The hours of maintenance service shall be from 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

3. FUNCTIONS AND RESPONSIBILITIES

A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. This shall include but not be limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this review

shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to perform services as required shall result in the District deducting payment in full or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

B. The Contractor or any subcontractors working under Contractor's direction and control must observe all restrictions on the unauthorized take of migratory birds, as set forth in the U.S. Fish and Wildlife Service Migratory Bird Treaty Act (MBTA), including but not limited to Sections 703-713 and the California Department of Fish and Game Code Sections 3503, 3503.5, and 3513.

C. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Appendix B, Monthly Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

D. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in the Contractor's company name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph F. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone, two-way radio, or pager. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at **<u>any</u>** time:

1. City Manager
5. Special Districts Division Manager

2. Director of Public Works
3. Police Department
4. Fire Department
6. Street Maintenance Supervisor
7. Senior Landscape Services Inspector
8. Landscape Services Inspector

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. CONTRACTOR'S STAFF

A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.

C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.

D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements.

   Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprentice able craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

6. COMPLAINTS

A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.

B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph C. above.

C. In addition to the provisions of Section 6., paragraph A. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2010 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph C. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Exhibit A, Section 3, paragraph J of the Independent Contract Agreement.

8. ESTIMATED QUANTITIES

The estimated quantities given in the Bid Schedule are approximate only, being given as a basis for the comparison of bids. The District does not expressly or by implication, agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any portion of the work, or to omit portions of the work, or delete any bid items or work, as may be deemed necessary or advisable by the Director.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the

Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the City that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.

B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars ($25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

A. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

B. Repairs made to sites and site appurtenances that are damaged as a result of Acts of Nature, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Driver, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL PROVISIONS

A. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. Whenever site conditions permit, trees are allowed to grow to assume their full, natural shape, with the minimum trimming/pruning necessary to assure public safety and tree survival. All tree trimming/pruning shall be done in conformance with **ANSI 300-2001,** (or most current revision); safety requirements will be per **ANSI Z133-1994** (or most current revision) standards. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Trees shall be pruned as identified and requested in order to:

   (a) Remove dead, diseased, or damaged branches:

   (b) Remove unwanted encroachments into the public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

4. Trees up to eighteen feet (18') in height shall:

   (a) Be pruned to enable successful adaptation to their particular site situation;

   (b) Have no more than one-third (1/3) of living branches removed annually;

   (c) Be fertilized only as directed by District field staff.

5. Trees over eighteen feet (18') in height shall:

   (a) Pruned and/or trimmed as necessary to maintain proper site orientation;

   (b) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

(c) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

6. Trimming/pruning tools shall:

   (a) Be kept properly sharpened and in proper working order.

   (b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work and between any cuts on any tree known to be diseased.

7. The following practices shall not be allowed:

   (a) Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping" or "topping").

   (b) Cuts made flush with the trunk or branch. The integrity of the branch collars must be maintained at all times.

   (c) Use of pruning paint/pruning compound/wound dressing.

   (d) Use of climbing spurs or gaffs.

8. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.

9. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

B. DEBRIS/LITTER

1. After pruning, trimming, or other work as required under this Contract, the Contractor shall remove immediately from the site all debris generated as a result of the operations to prune, trim or provide other work as required under this Contract and in the performance of the Contractor's work, and dispose of such debris in a legal manner.

2. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

3. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2.

4. The Contractor shall dispose of all debris and litter, as described in paragraphs 1 and 2 above, off-site, and in a legal manner.

5. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites.

Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

6. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this contract, materials defined as "greenwaste" shall include all tree and plant parts (e.g., trimmings, prunings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in performance of contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

18. PROJECT LOCATION MAPS

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-1 • Towngate

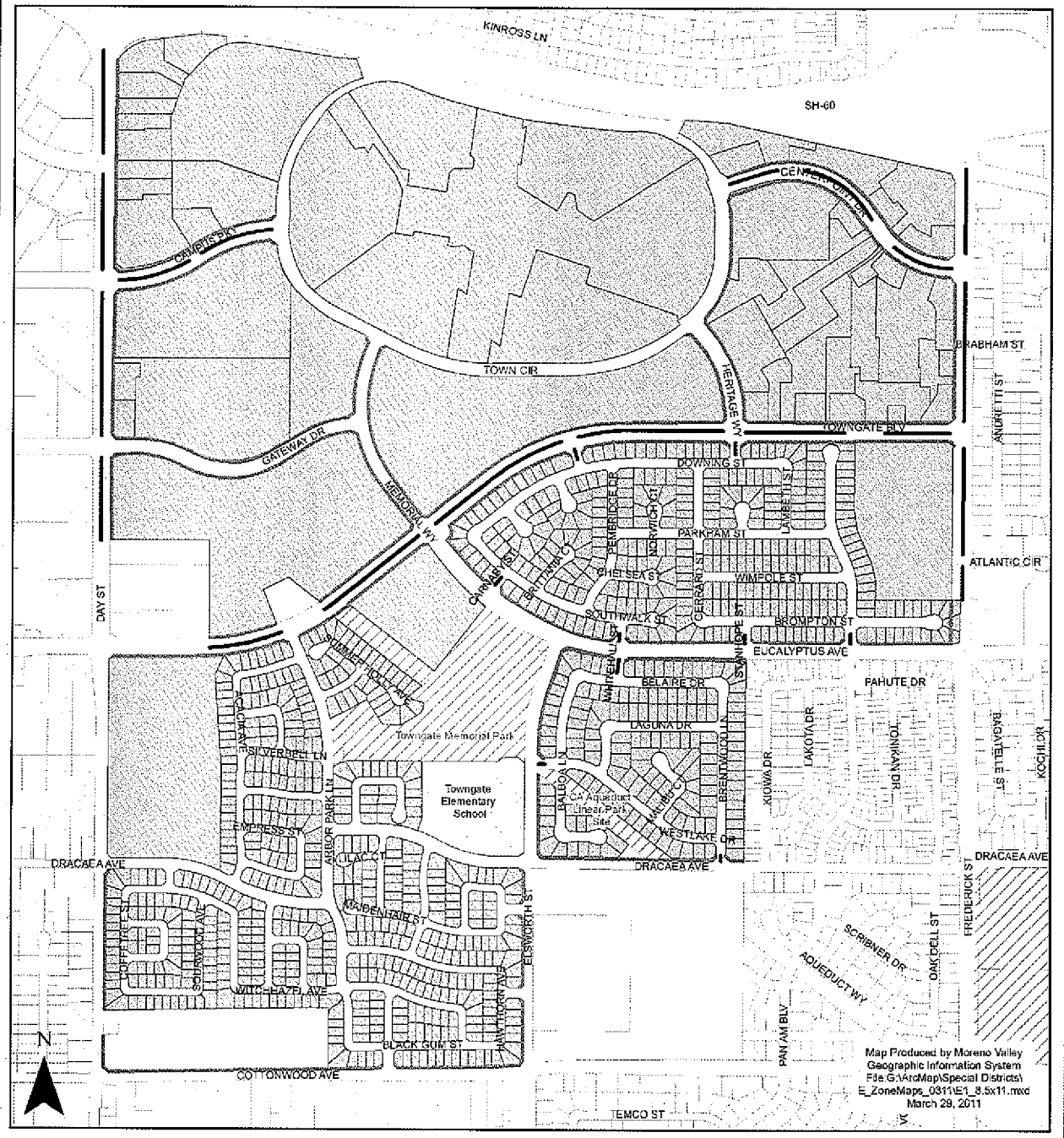

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Landscaped Median *(Medianas Ajardinadas)*

Landscaped Parkway *(Areas Ajardinadas)*

Zone E-1 Parcels *(Zona E-1 Parcelas)*

MORENO VALLEY
WHERE DREAMS SOAR

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-1A • Walls/Internal Landscape Maintenance

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CSD Maintained Aterial Walls

CSD Maintained Landscape and Internal Walls

Zone E-1A Parcels

MORENO VALLEY
WHERE DREAMS SOAR

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-2 • Hidden Springs

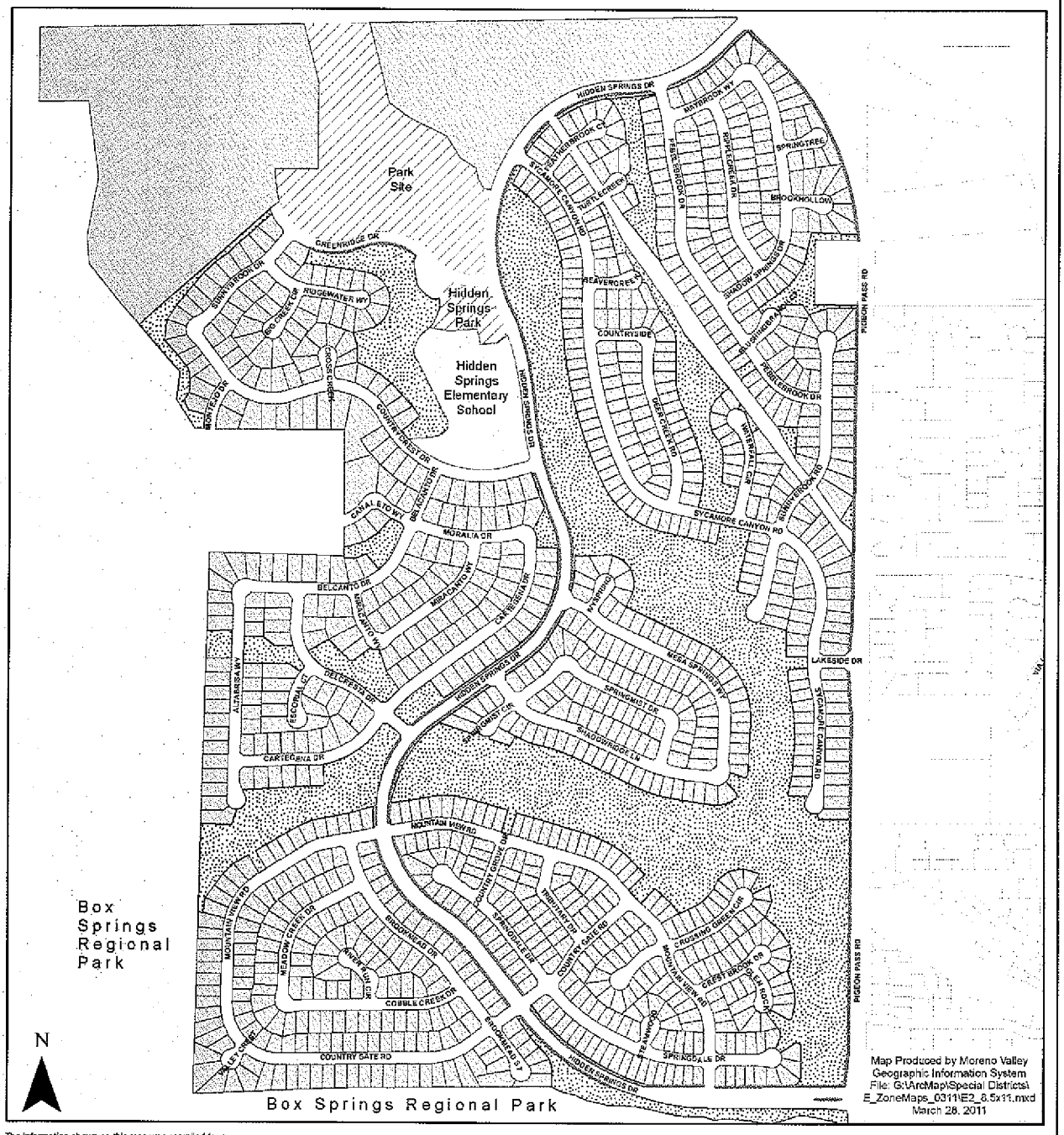

Map Produced by Moreno Valley Geographic Information System
File: G:\ArcMap\Special Districts\E_ZoneMaps_0311\E2_8.5x11.mxd
March 28, 2011

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Landscaped Parkway *(Areas Ajardinadas)*

Landscaped Open Space *(Area abierta Ajardinada)*

Zone E-2 Properties *(Zona E-2 Propiedades)*

MORENO VALLEY
WHERE DREAMS SOAR

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-3 • Moreno Valley Ranch - West

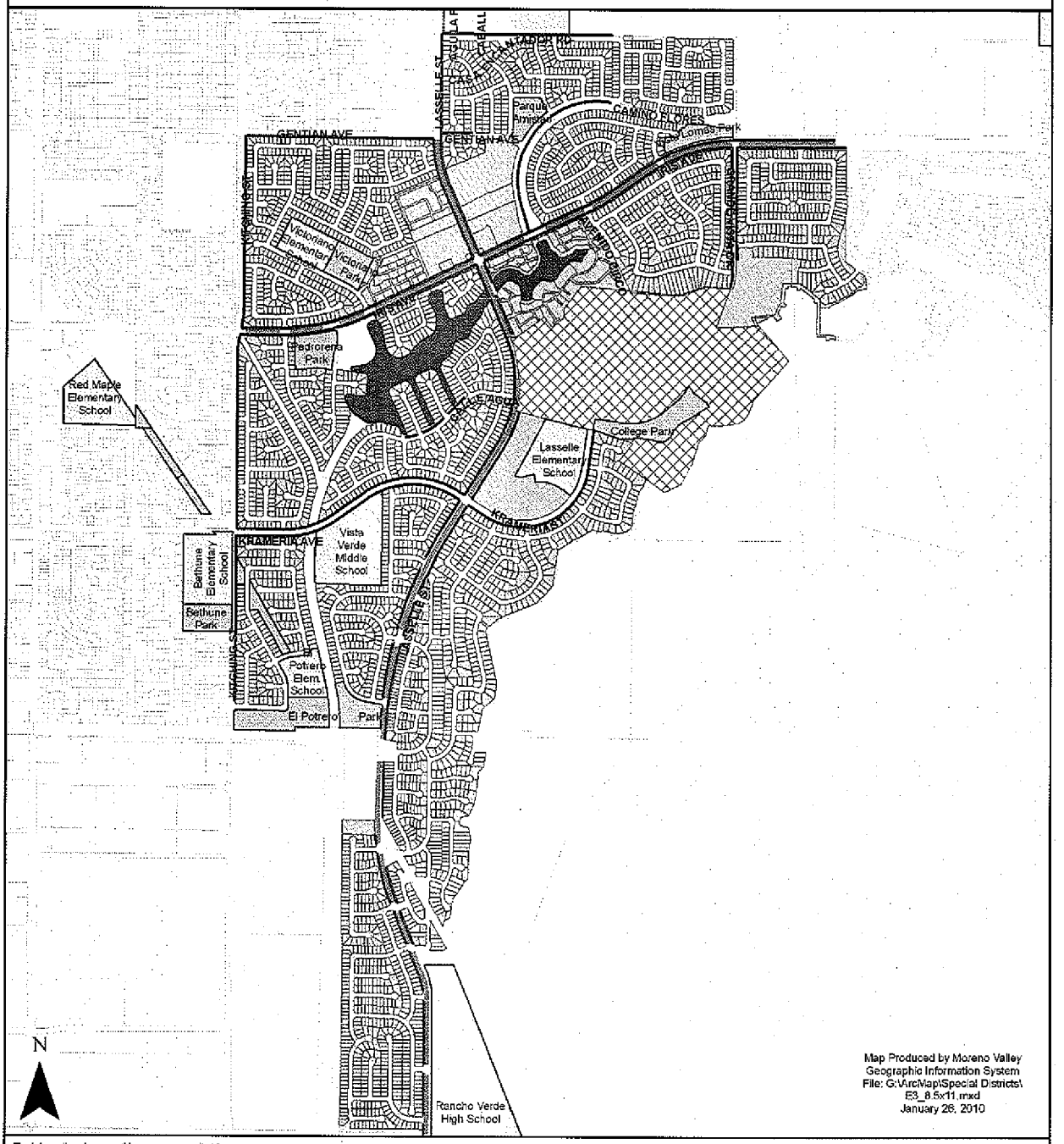

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Landscaped Parkway
Medians
Not Part of Zone E-3
Zone E-3 Parcels

MORENO VALLEY
WHERE DREAMS SOAR

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-4 • Moreno Valley Ranch - East *(Este)*

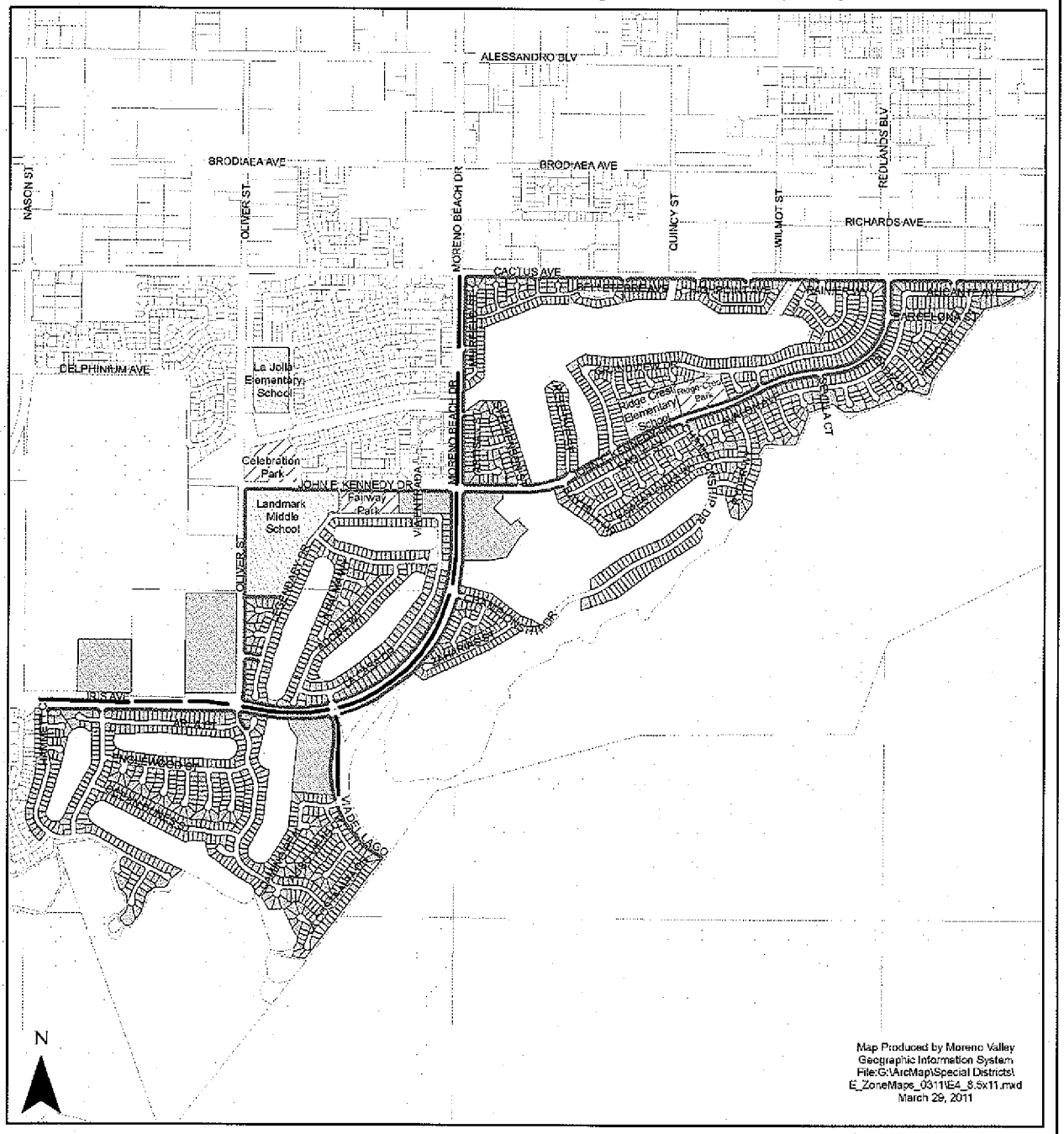

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Landscaped Parkway *(Areas Ajardinadas)*

Landscaped Median *(Medianas Ajardinadas)*

Zone E-4 Parcels *(Zona E-4 Parcelas)*

MORENO VALLEY
WHERE DREAMS SOAR

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-7 • Centerpointe

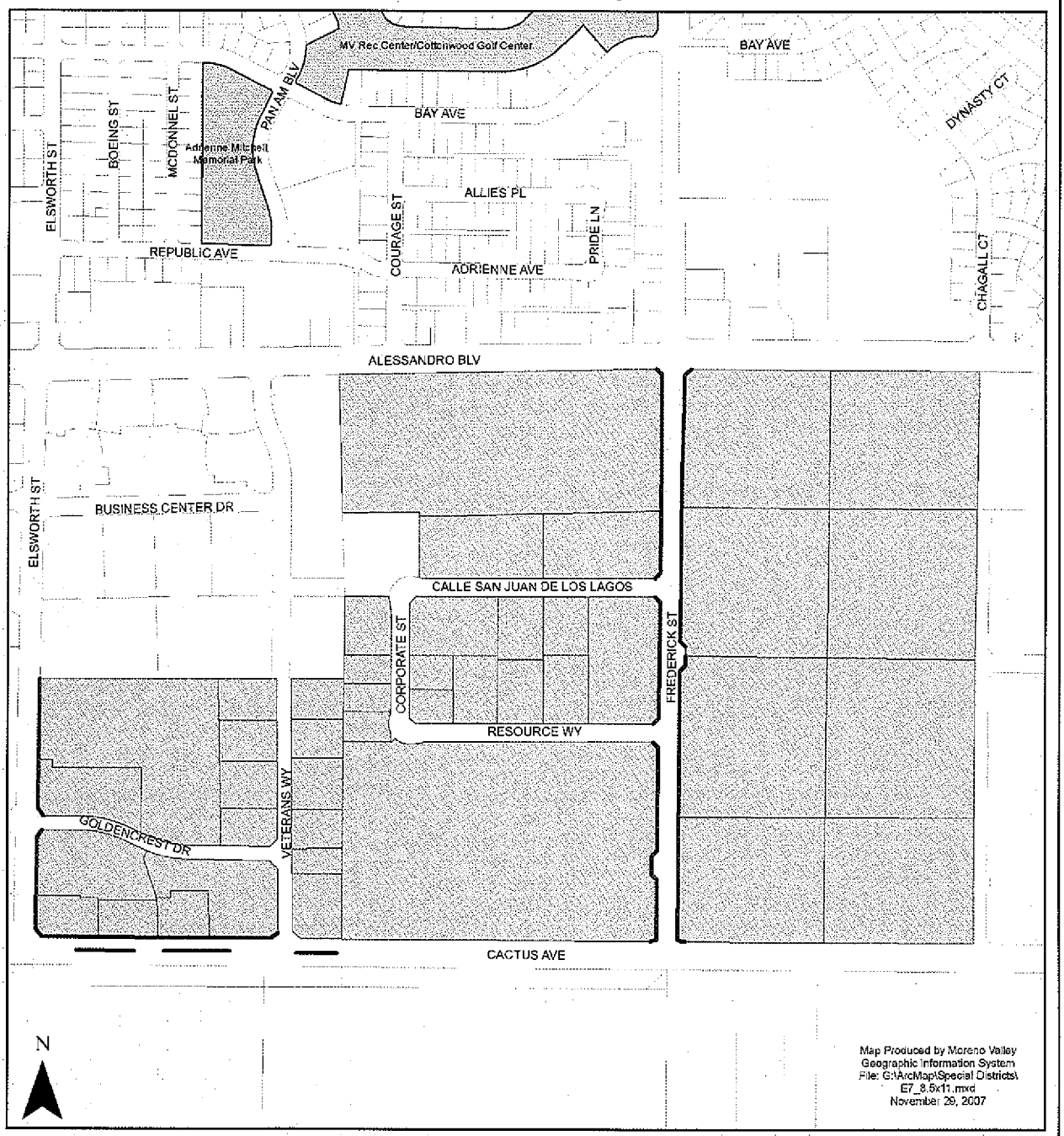

Map Produced by Moreno Valley Geographic Information System
File: G:\ArcMap\Special Districts\E7_8.5x11.mxd
November 29, 2007

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Landscaped Median

Landscaped Parkway

Zone E-7 Parcels

MORENO VALLEY
WHERE DREAMS SOAR

Item No. B.6

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-8 • Promontory Park

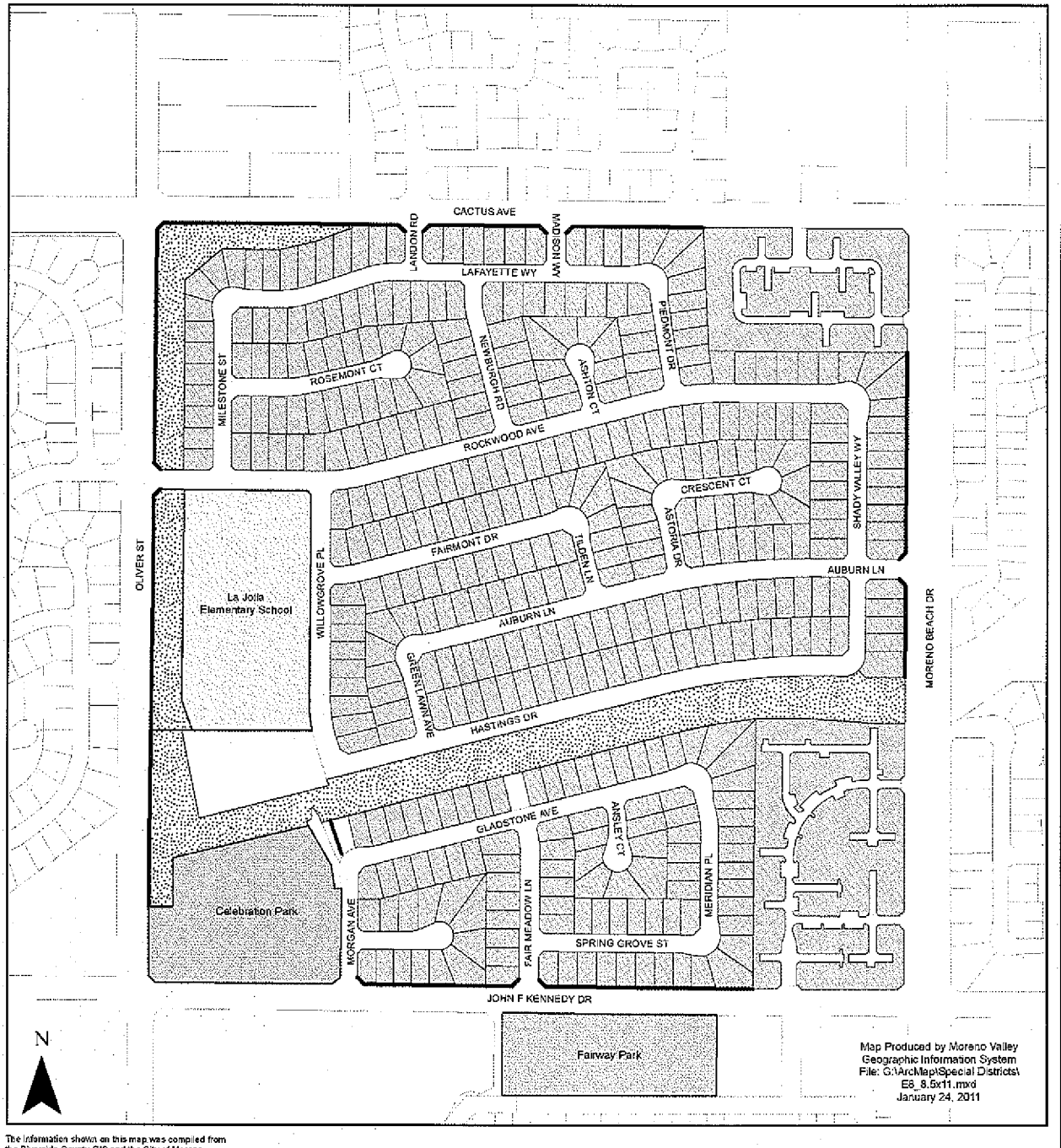

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Landscaped Parkway

Landscaped Open Space

Zone E-8 Parcels

MORENO VALLEY
WHERE DREAMS SOAR

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-14 • Mahogany Fields

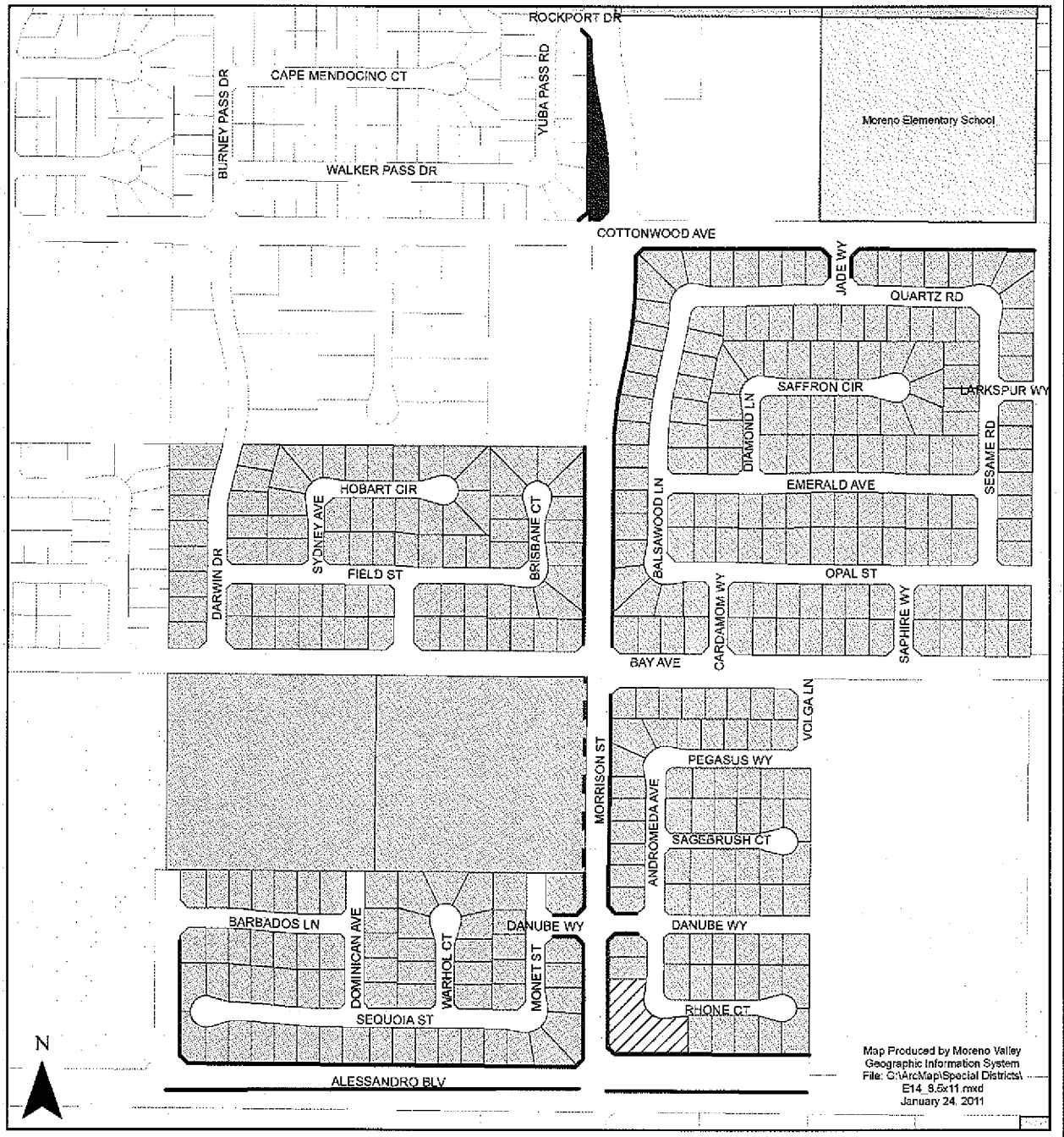

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- Landscaped Parkway
- Future Landscaping
- Landscaped Median
- Zone E-14 Parcels
- Not Part Of E-14 Landscaping
- Turf Area

MORENO VALLEY
WHERE DREAMS SOAR

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-15 • Celebration

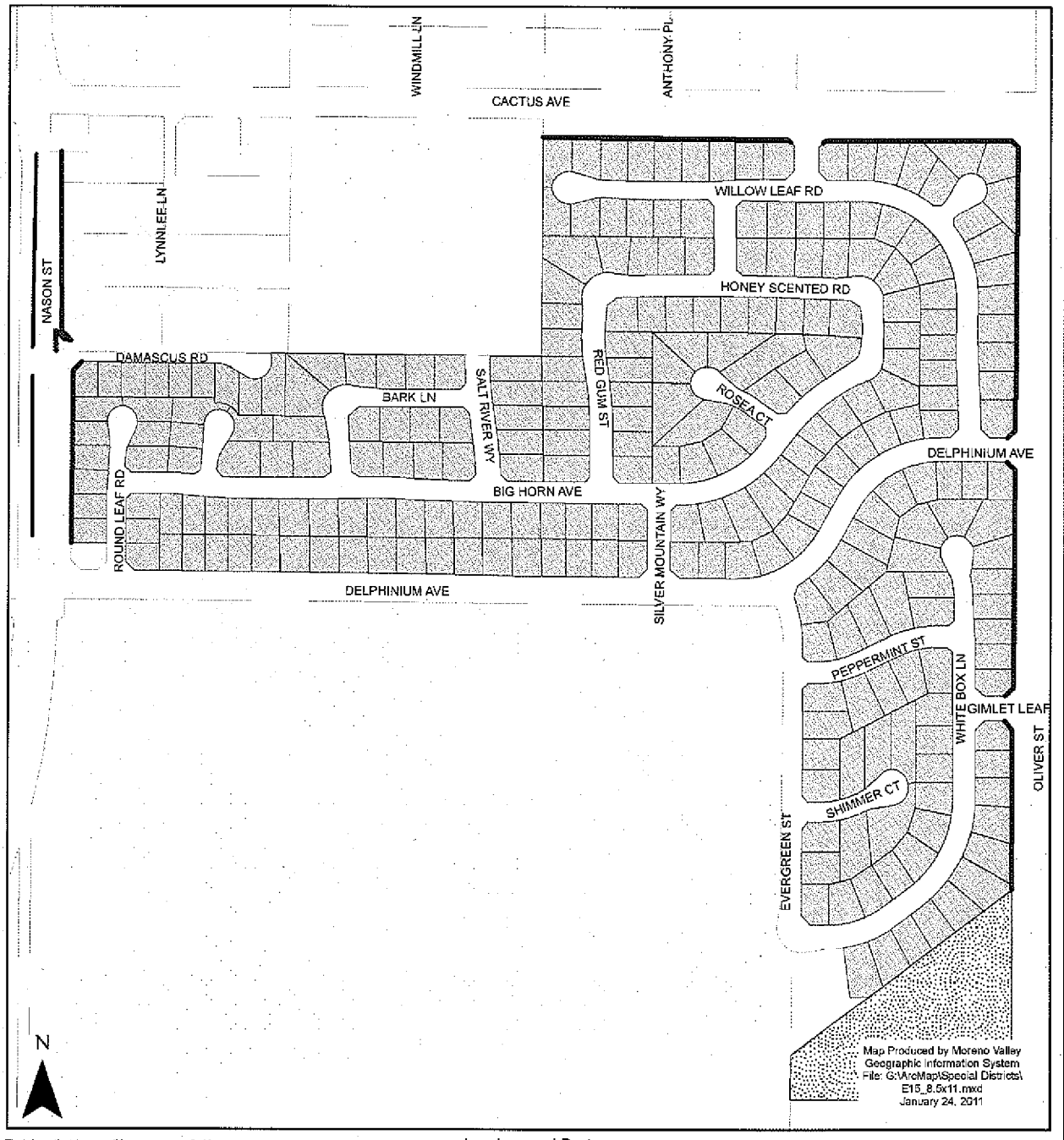

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Landscaped Parkway
Landscaped Median
Landscaped Open Space
Zone E-15 Parcels

MORENO VALLEY
WHERE DREAMS SOAR

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-16 • Shadow Mountain

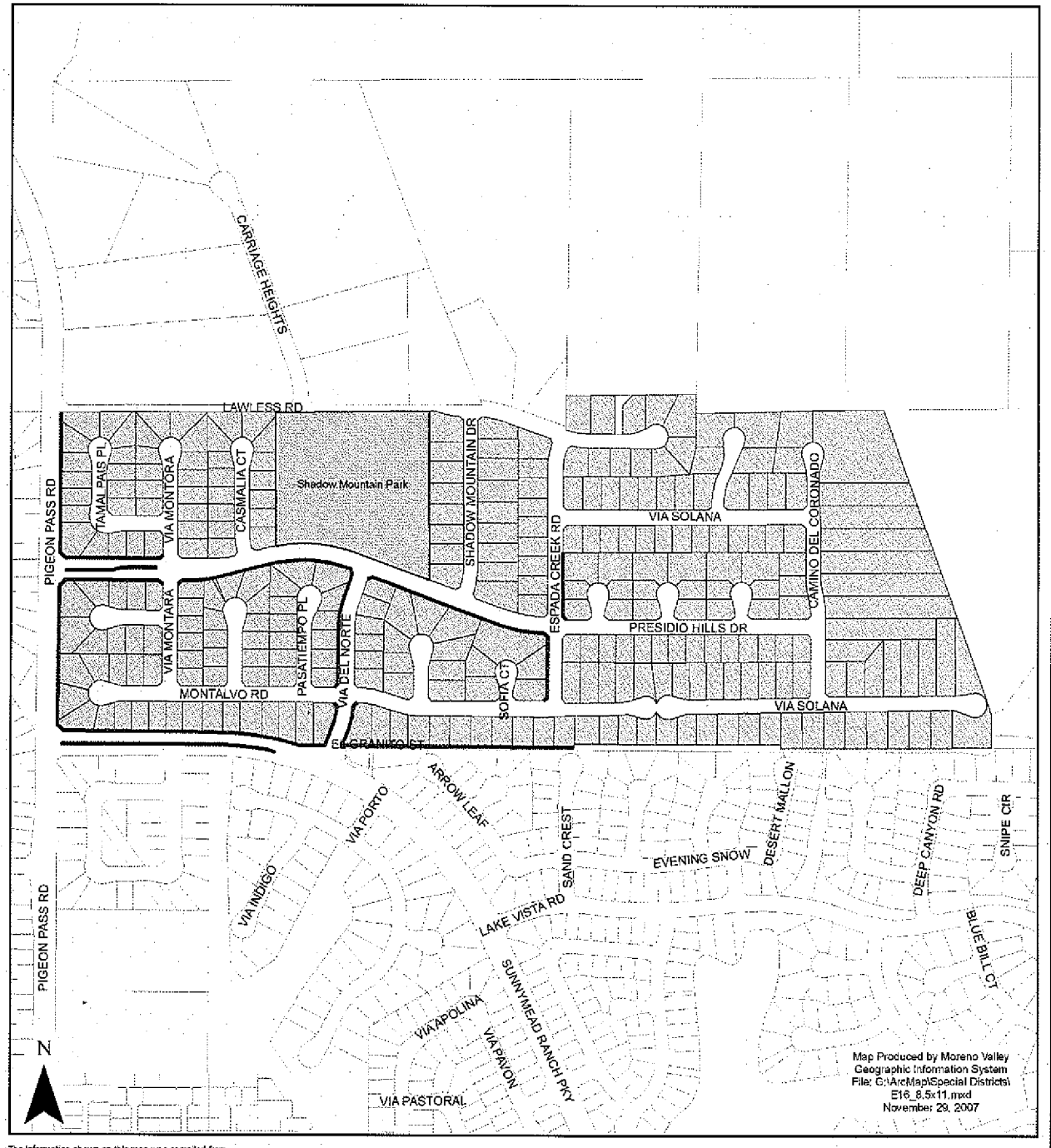

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Landscaped Median

Landscaped Parkway

Zone E-16 Parcels

MORENO VALLEY
WHERE DREAMS SOAR

Item No. B.6

MV00213045

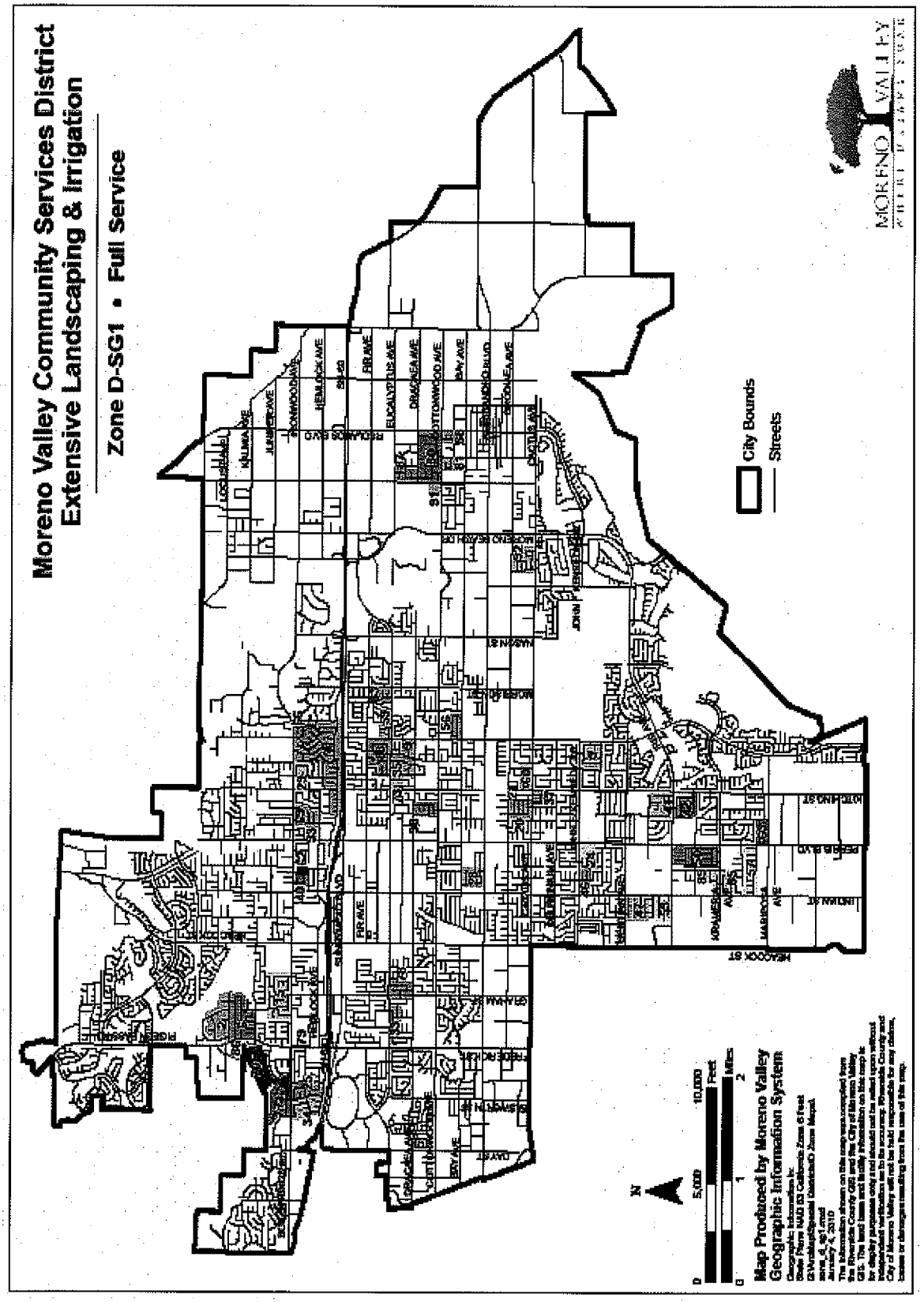
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone D-SG1 • Full Service
City Bounds
Streets
MORENO VALLEY
Map Produced by Moreno Valley
Geographic Information System

31

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone D-SG1 • Full Service

Map ID	Tract Number	Area (Sq. Ft.)
2	TR 12305	722
3	TR 12773	13,806
4	TR 12902	7,344
6	TR 14387	2,712
9	TR 16769	7,500
15	TR 18283	11,388
20	TR 19141	5,838
21	TR 19142	3,950
24	TR 19210	9,270
25	TR 19233	4,960
28	TR 19474	7,240
29	TR 19496	3,600
33	TR 19529	3,330
34	TR 19533	7,400
35	TR 19541	5,325
37	TR 19675	2,550
40	TR 19862	8,805
41	TR 19912	11,750
42	TR 19937	20,890
46	TR 20120	3,750
47	TR 20197	13,680
50	TR 20404	36,138
53	TR 20718	23,004
56	TR 20941	9,600
57	TR 21113	12,200
59	TR 21345	6,600
60	TR 21597	33,230
62	TR 21737	3,920
63	TR 21806	5,975
66	TR 22999	3,204
69	TR 28882	20,983
70	TR 20579	20,782
71	TR 21333	54,500
73	TR 22371	17,844
78	TR 10191/18468	10,871
79	TR 19080	20,291
80	TR 31269-1	43,723
81	TR 31268	7,056
83	TR 31591	16,445
85	TR 30967	18,013
86	TR 31257	26,686
87	TR 31424	8,750
88	TR 32625	17,826
89	TR 22889	16,438
90	TR 32018	11,306
91	TR 31269	7,450
92	TR 31129	12,395
93	TR 32715	12,715

Total Area, Service Area: 633,757

Total Acreage, Service Area: 14.55

Print Date: January 4, 2010

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone D-SG2 - North • Reduced Service

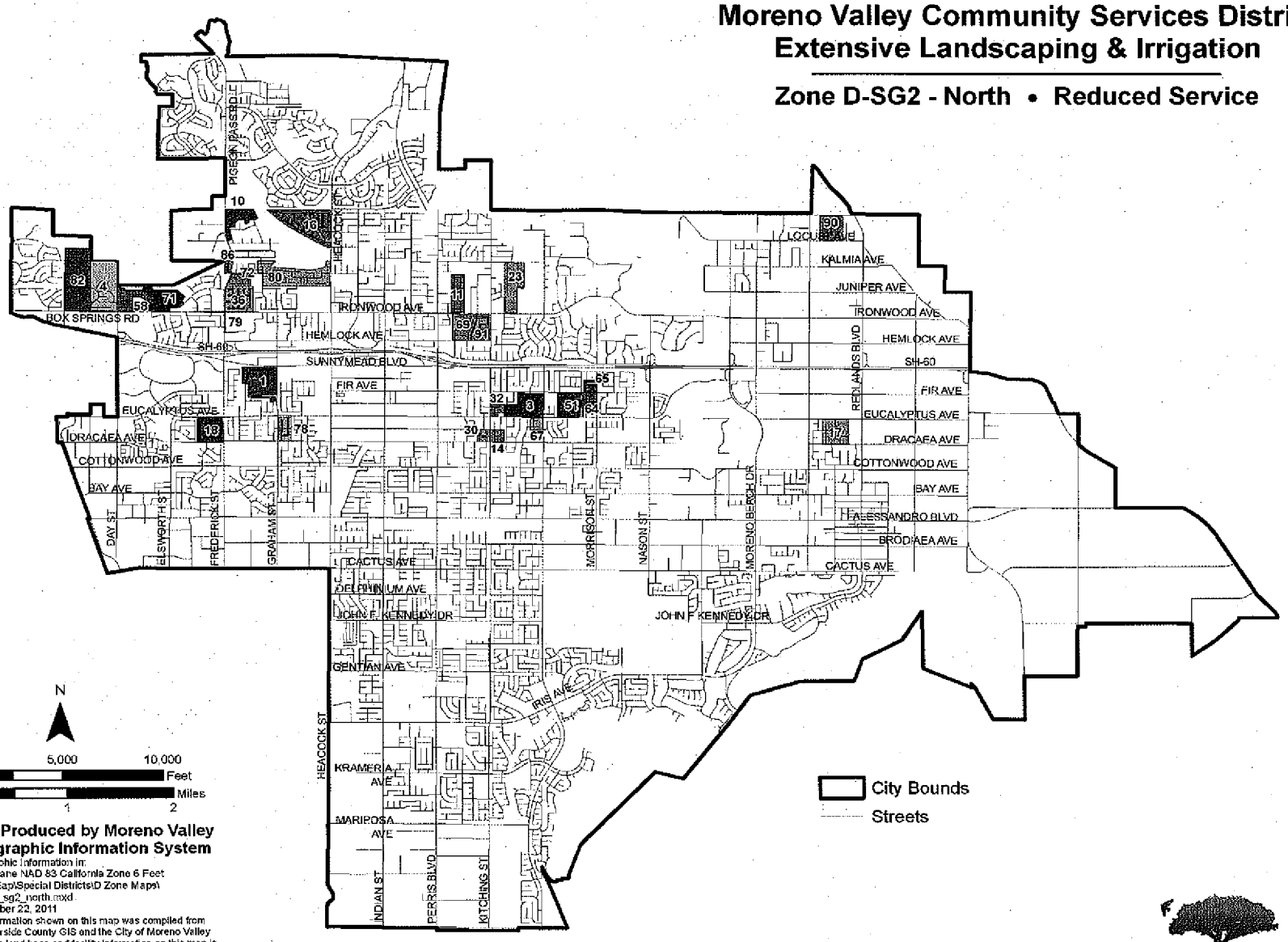

Map Produced by Moreno Valley Geographic Information System

Geographic Information in:
State Plane NAD 83 California Zone 6 Feet
G:\ArcMap\Special Districts\D Zone Maps\
zone_d_sg2_north.mxd
September 22, 2011

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MORENO VALLEY
WHERE DREAMS SOAR

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone D-SG2 - North • Reduced Service

MAP ID	Tract Number	Area (Sq. Ft.)
1	TR 11848	9,066
3	TR 16768	16,281
4	TR 17176	21,097
10	TR 20030	11,200
11	TR 20072	23,550
14	TR 17033	9,990
16	TR 18512/21322	59,940
17	TR 24721	6,882
18	TR 18930	38,849
23	TR 19208	17,680
30	TR 19500	3,636
32	TR 19799	17,652
36	TR 19551	36,364
51	TR 20525	16,500
58	TR 21332	19,440
64	TR 22276	11,690
65	TR 22277	20,485
67	TR 23046	16,000
69	TR 28882	20,983
71	TR 21333	54,500
72	TR 22093	8,873
78	TR 10191/18468	10,871
79	TR 19080	20,291
80	TR 19032	9,132
82	TR 20272	51,216
86	TR 31257	26,686
90	TR 17334	37,680
91	TR 18784/20906	30,432

Total Area, Service Area D-SG2 - North: ***626,966***

Total Acreage, Service Area D-SG2 - North: ***14.39***

Print Date: September 22, 2011
File: G:\Arc\Map\Special Districts\zone_d_sg2_ng2.mxd

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone D-SG2 - South • Reduced Service

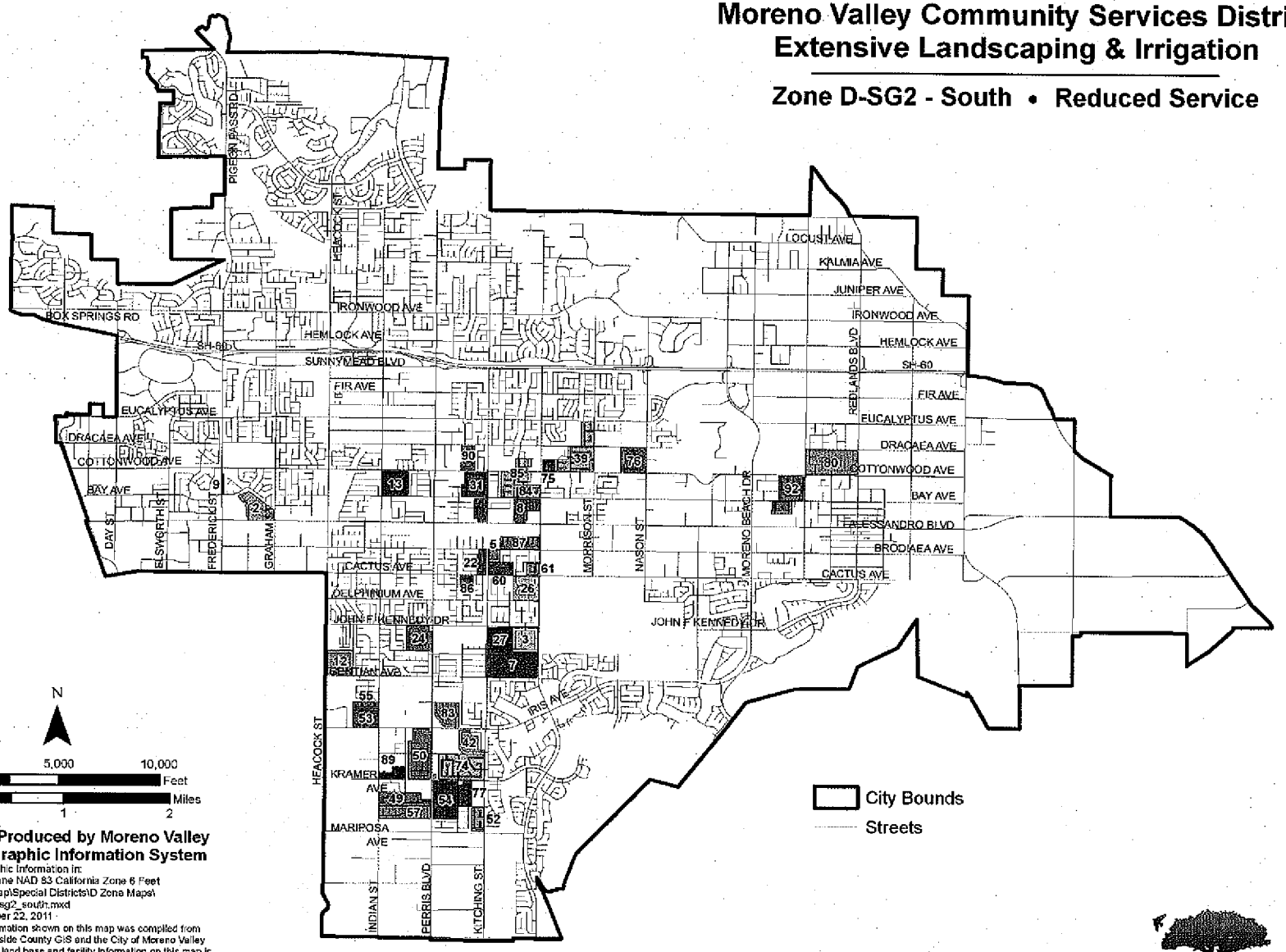

Map Produced by Moreno Valley Geographic Information System

Geographic Information in:
State Plane NAD 83 California Zone 6 Feet
G:\ArcMap\Special Districts\D Zone Maps\zone_d_sg2_south.mxd
September 22, 2011

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MV00213050

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone D-SG2 - South • Reduced Service

MAP ID	Tract Number	Area (Sq. Ft.)
2	TR 15387	9,049
3	TR 12773	13,806
5	TR 17387	4,384
7	TR 19685	62,530
8	TR 19518/18372	12,634
9	TR 19957	6,810
12	TR 20552	19,458
13	TR 20032	14,076
22	TR 19143	4,864
24	TR 19210	9,270
26	TR 19363	13,320
27	TR 19434	13,242
31	TR 19509	18,328
39	TR 19852	28,800
42	TR 19937	20,890
49	TR 20301	7,200
50	TR 20404	36,138
52	TR 20660	11,912
53	TR 20718	23,004
54	TR 20859	33,630
55	TR 20869	2,100
57	TR 21113	12,200
60	TR 21597	33,230
61	TR 21616	23,528
74	TR 20715	51,250
75	TR 27526	16,373
76	TR 30027	45,833
77	TR 29038	6,243
80	TR 31269-1	43,723
83	TR 15433	24,161
84	TR 13585	6,600
85	TR 16770	5,830
86	TR 17457	3,444
87	TR 17867	13,778
89	TR 22889	16,438
90	TR 32018	11,306
92	TR 31284	28,321

Total Area, Service Area D-SG2 - South: ***707,703***

Total Acreage, Service Area D-SG2 - South: ***16.25***

Print Date: September 22, 2011
File: G:\Arcmap\Special Districts\zone_d_sg2_pg2.mxd

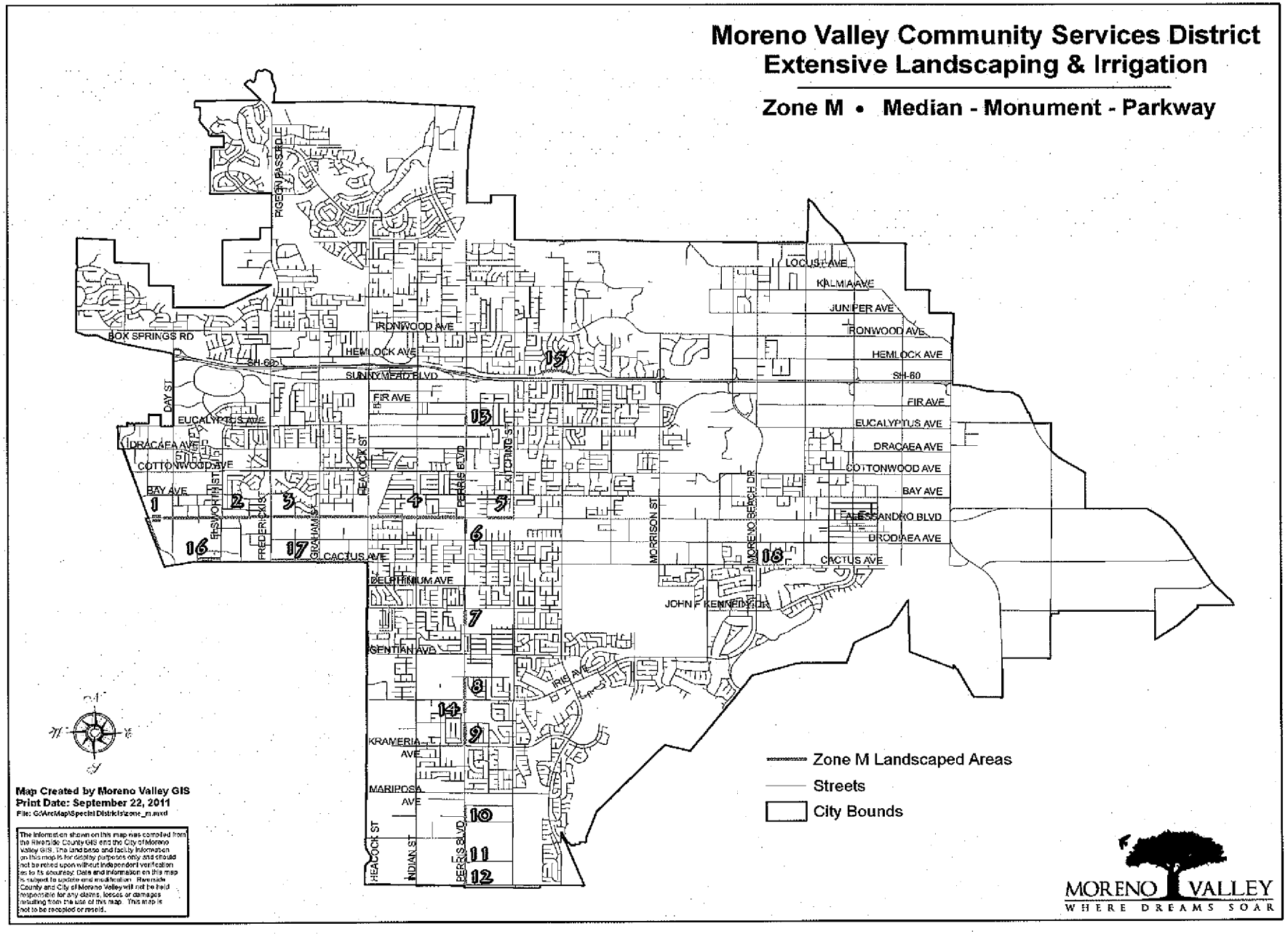
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone M • Median - Monument - Parkway
BOX SPRINGS RD
PIGEON PASS RD
IRONWOOD AVE
HEMLOCK AVE
SH-60
SUNNYMEAD BLVD
FIR AVE
EUCALYPTUS AVE
DRACAEA AVE
COTTONWOOD AVE
BAY AVE
CACTUS AVE
DELPHINIUM AVE
GENTIAN AVE
IRIS AVE
KRAMERIA AVE
MARIPOSA AVE
LOCUST AVE
KALMIA AVE
JUNIPER AVE
ALESSANDRO BLVD
BRODIAEA AVE
JOHN F KENNEDY DR
DAY ST
BASWORTH ST
FREDERICKS ST
GRAHAMS
PEACOCK ST
PERRIS BLVD
KITCHING ST
MORRISON ST
MORENO BEACH DR
INDIAN ST
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
Zone M Landscaped Areas
Streets
City Bounds
Map Created by Moreno Valley GIS
Print Date: September 22, 2011
File: G:\ArcMap\Special Districts\zone_m.mxd
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MORENO VALLEY
WHERE DREAMS SOAR

MV00213052

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone M • Medians - Monuments - Parkways

Alessandro Boulevard Medians & Monuments

1. Old Hwy 215 Monuments
   - 17,885 square feet (includes 5,477 sq.ft. turf)
   - 8 trees
   - 4 remote control valves - 1 controller
2. Old Hwy 215 to Frederick Street
   - 60,423 square feet (includes 21,325 sq.ft. turf)
   - 75 trees
   - 32 remote control valves - 2 controllers
3. Frederick Street to Heacock Street
   - 68,445 square feet (includes 34,565 sq.ft. turf)
   - 64 trees
   - 22 remote control valves - 2 controllers
4. Heacock Street to Perris Boulevard
   - 15,609 square feet
   - 4 trees
   - 4 remote control valves - 2 controllers
5. Flaming Arrow Dr to Kitching St
   - 17,470 square feet
   - 21 trees
   - 16 valves - 1 controller

Perris Boulevard Medians

6. South of Alessandro Boulevard
   - 471 square feet
   - 1 tree
   - 2 remote control valves - 1 controller
7. South of John F. Kennedy Drive
   - 1,138 square feet
   - 3 trees
   - 3 remote control valves - 1 controller
8. North of Iris Ave
   - 2,200 square feet
   - 7 trees
   - 4 valves - 1 controller
9. North of Krameria Avenue
   - 3,324 square feet
   - 5 trees
   - 3 valves - 1 controller
10. At San Michele Road
    - 5,335 square feet
    - 10 trees
    - 6 valves - 1 controller
11. Perris Blvd (North of Globe St)
    - 4,110 square feet
    - 8 trees
    - 1 controller
12. Perris Blvd (South of Globe St)
    - 4,950 square feet
    - 12 trees
    - 7 valves - 1 controller

Elder Avenue Retention Basin Parkway

13. South Side of Elder Avenue from Grenville Avenue to Brewster Drive
    - 471 square feet
    - 1 tree
    - 2 remote control valves - 1 controller

Cactus Avenue Medians

14. Cactus Ave. west of Elsworth
    - 2500 square feet
    - 5 trees
    - 4 valves - 1 controller

Print Date: October 4, 2007
File: [illegible]

19. TREE TRIMMING/REMOVAL LIST

Zone	Street Section	Tree Species	Work to be Performed Trim or Removal	No of Trees to be Trimmed	No of Trees to be Removed
E- 1 TownGate					
	N/S Towngate Blvd. from Frederick to Eucalyptus	London Plane	Trim	49	0
	S/S Towngate Blvd. from Frederick to Eucalyptus	London Plane	Trim	52	0
	E/S Day from Eucalyptus to Gateway	Liquid Ambar	Trim	5	0
	E/S Day from Gateway to Campus	Liquid Ambar	Trim	4	0
	E/S Day from Gateway to Campus	Liquid Ambar	Remove		1
	E/S Day from Campus to Freeway	Liquid Ambar	Trim	14	0
	Total (E-1)			**124**	**1**
E- 1 A TownGate					
	S/S Dracea from Elsworth to Arbor Park	Eucalyptus	Trim	3	0
	N/S Dracea from Elsworth to Arbor Park	Eucalyptus	Trim	6	0
	N/S Dracea from Arbor Park to Day	Eucalyptus	Trim	9	0
	S/S Dracea from Arbor Park to Day	Eucalyptus	Trim	7	0
	Total (E-1A)			**25**	**0**
E- 2 Hidden Springs	Hidden Springs from Pigeon pass to Mountain View	Sycamore	Trim	8	0
	Hidden Springs from Pigeon pass to Mountain View	Eucalyptus	Trim	1	0
	Hidden Springs from Mountain View to Country Gate	Sycamore	Trim	14	0
	Hidden Springs from Mountain View to Country Gate	Alder	Trim	3	0
	Hidden Springs from Mountain View to Country Gate	Alder	Remove	0	1
	Hidden Springs from Country Gate to Mountain View	Sycamore	Trim	10	0
	Hidden Springs from Country Gate to Mountain View	Alder	Trim	9	0
	Hidden Springs from Country Gate to Mountain View	Alder	Remove	0	1
	Hidden Springs from Country Gate to Mountain View	Tipuana	Trim	1	0
	Hidden Springs from Mountain View to Shadow Ridge	Sycamore	Trim	6	0
	Hidden Springs from Mountain View to Shadow Ridge	Alder	Trim	7	0
	Hidden Springs from Mountain View to Shadow Ridge	Tipuana	Trim	2	0
	Hidden Springs from Shadow Ridge to Mesa Springs	Sycamore	Trim	5	0
	Hidden Springs from Shadow Ridge to Mesa Springs	Tipuana	Trim	3	0
	Hidden Springs from Shadow Ridge to Mesa Springs	Tipuana	Remove	0	3
	Hidden Springs from Mesa Springs to Pebble Brook	Sycamore	Trim	7	0
	Hidden Springs from Mesa Springs to Pebble Brook	Alder	Trim	5	0
	Hidden Springs from Mesa Springs to Pebble Brook	Alder	Remove	0	4
	Hidden Springs from Mesa Springs to Pebble Brook	Pepper	Trim	17	0
	Hidden Springs from Mesa Springs to Pebble Brook	Tipuana	Remove	0	1
	Hidden Springs from Country Crest to Del Cresta	Alder	Trim	13	0
	Hidden Springs from Country Crest to Del Cresta	Alder	Remove	0	6
	Hidden Springs from Country Crest to Del Cresta	Eucalyptus	Trim	1	0

Zone	Street Section	Tree Species	Work to be Performed Trim or Removal	No of Trees to be Trimmed	No of Trees to be Removed
E-2 Hidden Springs (Cont.)	Hidden Springs from Del Cresta to Box Springs Park	London Plane	Trim	19	0
	Hidden Springs from Del Cresta to Box Springs Park	Alder	Trim	19	0
	Hidden Springs from Del Cresta to Box Springs Park	Alder	Remove	0	2
	Main Paseo entrance on Hidden Springs	Pepper	Trim	1	0
	Main Paseo entrance on Hidden Springs	Eucalyptus	Trim	1	0
	N/W corner of Del Cresta and Hidden Springs	Pepper	Trim	7	0
	S/W corner of Del Cresta and Hidden Springs	Pepper	Trim	10	0
	North side Del Crresta and Cartegena dr.	Pepper	Trim	9	0
	S/W corner of Escorial and Del Cresta	Pepper	Trim	4	0
	S/E corner of Shadow Ridge and Mesa Springs	Pepper	Trim	3	0
	S/W corner of Moralla and Belcanto	Pepper	Trim	2	0
	Paseo main entrance of Hidden Springs	Pepper	Trim	1	0
	West side of Altabrisa	Pepper	Trim	1	0
	Total (E-2)			188	18
E-3 MV Ranch - West					
	In median North of Iris on Lasselle	London Plane	Trim	2	0
	East side of Lasselle North of Iris to Gentian	London Plane	Trim/Removal	23	3
	East side of lasselle North from Gentian to Casa Encantador	London Plane	Trim/Removal	8	2
	East side of Lasselle North of Casa Encantador to the School	London Plane	Trim	7	0
	West side of Lasselle South from Gentian to Iris	London Plane	Trim	13	0
	West side of Lasselle South from Iris to Calle Agua	London Plane	Trim/Removal	19	9
	West side of Lasselle South from Calle Agua to Krameria	London Plane	Trim	15	0
	North side of Krameria West from Lasselle to Calle Serena	Acacia Baileyana	Removal	0	3
	North side of Krameria West from Lasselle to Calle Serena	London Plane	Removal	0	5
	West side of Lasselle South from Krameria to Yanez Trail	London Plane	Trim	12	0
	West side of Lasselle South from Yanez Trail to Via Xavier	London Plane	Trim/Removal	6	1
	West side of Lasselle South from Via Xavier to Arroyo Park	London Plane	Trim	13	0
	West side of Lasselle South from Arroyo Park to Avenida Plata	London Plane	Trim	4	0
	West side of Lasselle from Avenida Plata to Avenida Classica	London Plane	Trim	12	0
	West side of Lasselle South from Avenida Classica to Camino Del Rey	London Plane	Trim	26	0
	East side of Lasselle North from Kentucky Derby to Cremello	London Plane	Trim	23	0
	East side of Lasselle North from Cremello to Rojo Tierra	London Plane	Trim	5	0
	East side of Lasselle North from Rojo Tierra to Via Xavier	London Plane	Trim	26	0
	East side of Lasselle North from Via Xavier to Krameria	London Plane	Trim	13	0
	In the medians South from Calle Agua to Kentucky Derby	London Plane	Trim	92	0
	SEC of Gentian & Lasselle	Palms	Trim	8	0
	SEC of Gentian & Lasselle	Peppers	Trim	1	0
	SWC of Gentian & Lasselle	Peppers	Trim	1	0
	SWC of Iris & Lasselle	Palms	Trim	8	0

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Zone	Street Section	Tree Species	Work to be Performed Trim or Removal	No of Trees to be Trimmed	No of Trees to be Removed
E-3 MV Ranch - West (Cont.)	SWC of Iris & Lasselle	Peppers	Trim	1	0
	SEC of Iris & Lasselle	Palms	Trim	8	0
	SEC of Iris & Lasselle	Peppers	Trim	1	0
	NEC of Iris & Lasselle	Palms	Trim	10	0
	NWC of Iris & Lasselle	Palms	Trim	3	0
	NEC of Krameria & Kitching	Palms	Trim	4	0
	NEC of Krameria & Kitching	Peppers	Trim	1	0
	SEC of Krameria & Kitching	Palms	Trim	6	0
	SEC of Krameria & Kitching	Peppers	Trim	1	0
	S/S of Krameria W/of Camino Juanito St.	Oak	Trim	1	0
	SEC of Iris & Kitching	Palms	Trim	8	0
	SEC of Iris & Kitching	Peppers	Trim	1	0
	NEC of Iris & Kitching	Palms	Trim	8	0
	NEC of Iris & Kitching	Peppers	Trim	1	0
	Both corners on the North Side of Iris & Ponderosa	Peppers	Trim	2	0
	Total (E-3)			393	23
E-4 MV Ranch - East					
	In median North of JFK to Cactus	London Plane	Trim	35	0
	In median North of JFK to Cactus	Oak	Trim	1	0
	East side parkway North of JFK to Artisan	Liquid Ambar	Trim	10	0
	East side parkway North of Artisan to Cactus	London Plane	Trim	25	0
	North from Iris to JFK	Liquid Ambar	Trim	22	0
	East from Legendary to Via Entrada	London Plane	Trim	29	0
	East from Via Entrada to Moreno Beach	Liquid Ambar	Trim	10	0
	East from Via Entrada to Moreno Beach	Oak	Trim	3	0
	On the West side of Moreno Beach from JFK	Liquid Ambar	Trim	6	0
	On the West side of Moreno Beach from JFK	Liquid Ambar	Removal	0	1
	East side of Moreno Beach from Championship to JFK	Liquid Ambar	Trim	11	0
	East side of Moreno Beach from Championship to JFK	Oak	Trim	1	0
	East side of Moreno Beach from Championship to JFK	London Plane	Trim	3	0
	South side of Iris from Oliver to Via Del Lago	Liquid Ambar	Trim	9	0
	South side of Iris from Oliver to Via Del Lago	Liquid Ambar	Trim	4	0
	In the median on Via Del Lago South from Iris/Moreno Beach	Palos Verde	Trim	30	0
	South West & South East corner of JFK/Bay Hill	Pepper	Trim	2	0
	South West & South East corner of JFK/Sevilla	Pepper	Trim	2	0
	West side of Hammet on Iris	Pepper	Trim	1	0
	Various To Be Determined in the Field (Due to raised sidewalks)	Pine & Sycamore	Removals	0	80
	Total (E-4)			204	81

Zone	Street Section	Tree Species	Work to be Performed Trim or Removal	No of Trees to be Trimmed	No of Trees to be Removed
E-7 Centerpointe					
	Northwest corner Frederick / Alessandro	Palm	Trim	3	0
	Northwest corner Frederick / Alessandro	Pepper	Trim	4	0
	Northeast corner Frederick/ Alessandro	Palm	Trim	4	0
	Northeast corner Frederick/ Alessandro	Pepper	Trim	4	0
	Southwest corner Frederick/Alessandro	Palm	Trim	4	0
	Southwest corner Frederick/Alessandro	Pepper	Trim	4	0
	Southeast corner Frederick/Alessandro	Palm	Trim	4	0
	Southeast corner Frederick/Alessandro	Pepper	Trim	4	0
	Median on Cactus east of Veterans Way	London Plane	Trim	4	0
	Median on Cactus east of Veterans Way and Elsworth	London Plane	Trim	10	0
	Cactus Parkway between Veterans Way and Elsworth	London Plane	Trim	10	0
	Elsworth between Cactus/Goldencrest	Camphor	Trim	7	0
	Elsworth north of Goldencrest	Camphor	Trim	13	0
	Total (E-7)			**75**	**0**
E-8 Promontory Park	Oliver Street - East side from Cactus St. to John F. Kennedy Dr.	Chitalpa	Trim	36	0
	Total (E-8)			**36**	**0**
E-14 Mahogany Fields	Cottonwood Ave. S/s on the E and W side of Jade Way	Palo Verde	Trim	6	0
	Alessandro Blvd., N/s between Darwin Dr. to the end of the tract's parkway	Hollywood Juniper	Trim	8	
	Alessandro Blvd., N/s between Darwin Dr. to the end of the tract's parkway	Pine	Trim	25	0
	Total (E-14)			**39**	**0**
E-15 Celebration	Oliver Street, W/s, Between Cactus Ave. to the water basin	Chitalpa	Trim	42	0
	Nason Street, E/s, Between Cactus Ave. and Delphinium Ave.	Palo Verde	Trim	8	0
	Total (E-15)			**50**	**0**
E-16 Shadow Mountain	North side Sunnymead Parkway from Via Del Norte to Pigeon Pass	Pepper	Trim	4	0
	North side Sunnymead Parkway from Via Del Norte to Pigeon Pass	Sycamore	Trim	21	0
	Sunnymead Pkway - Camphors located within the median	Camphor	Trim	8	0
	East side Pigeon Pass from Sunnymead Parkway to Presido Hills	Liquid Ambar	Trim	2	0
	East side Pigeon Pass from Sunnymead Parkway to Presido Hills	Liquid Ambar	Removal	0	3
	East side Pigeon Pass from Presido Hills to Lawless	Liquid Ambar	Removal	0	1
	North Side Presido Hills from Pigeon Pass to Via Montara	Liquid Ambar	Removal	0	1
	Total (E-16)			**35**	**5**

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Zone	Street Section	Tree Species	Work to be Performed Trim or Removal	No of Trees to be Trimmed	No of Trees to be Removed
DSG-1 Tracts					
TR 31129	Moreno Beach Blvd. Median, N/of Cactus	London Plane	Trim	3	0
TR 22371	E side Kitching St. from Eucalyptus Ave. to Atwood Ave.	Liquid Ambar	Removal	0	1
TR 22371	E side Kitching St. from Eucalyptus Ave. to Atwood Ave.	Plum	Removal	0	3
TR 19541	Eucalyptus Ave., W/o Raenette Wy to E/o Bender Dr.	Plum	Removal	0	6
TR 19541	Eucalyptus Ave., W/o Raenette Wy to E/o Bender Dr.	Liquid Ambar	Removal	0	2
TR 20941	E side of Lasselle St., S/o Windemere Way and N/o Windemere Way	Palm	Trim	22	0
TR 19474	N side Alessandro Blvd., W/o Covey Quail Ln. & E/o Quail Ln.	Palm	Trim	8	0
TR 18283	N side Ironwood Ave. from W/o Dream St. to E/o Bayless St.	London Plane	Trim/Removal	13	2
TR 19862	Southeast corner of Ironwood Ave. and Weller Pl.	London Plane	Trim	6	0
TR 32715	S/s of Ironwood Ave., east of Perris Blvd., east & west of Palos Grande Way	London Plane	Trim	8	0
TR16769	W/s of Lasselle St., north of Dracaea Ave.	Eucalyptus	Trim	3	0
TR 21597	N/s of Cactus Ave., east of Kitching St., & W/o Redwing Dr.	London Plane	Trim	33	0
TR 19141	N/s of Cactus Ave., east of Kitching St. and west of Rio Bravo Dr.	Liquid Ambar	Removal	0	3
TR 20120	S/s of John F. Kennedy Dr., east of Indian St., and west of Wintergreen St.	Liquid Ambar	Removal	0	1
	Total (D - DSG-1)			96	18
DSG-2 South Tracts					
TR 16770	Cottonwood Ave., east to Ninebark St.	Liquid Ambar	Removal	0	1
TR 19937	Kitching St., north of Ivory Ave.		Removal	0	1
TR 19852	Morrison St., between Eucalyptus Ave. / Petaluma	Oak	Trim	3	0
TR 19852	Morrison St., between Peteluma / Dracaea Ave.	Oak	Trim	10	0
TR 19852	Morrison St., between Dracaea Ave. / Cottonwood Ave.	Oak	Trim	5	0
TR 30027	Nason St., between Dracea Ave. / Cottonwood Ave.	Palo Verde	Trim	15	0
TR 30027	Nason St., between Dracea Ave. / Cottonwood Ave.	Olive	Trim	9	0
TR 30027	Cottonwood Ave., between Nason St. / Letterman	Palo Verde	Trim	8	0
TR 19518	Lasselle St., between Bay Ave. / Timo St.	Pine	Trim	9	0
TR 19518	Corner of Timo St. and Lasselle St.	Pine	Removal	0	1
TR 19685	North corner of Gentian and Lasselle St.	Palm	Trim	3	0
TR 19685	North west corner Hugo and Gentian	Palm	Trim	7	0
TR 19685	North east corner Casa Grande and Gentian	Palm	Trim	3	0
TR 19685	North west corner Casa Grande and Gentian	Palm	Trim	3	0
TR 19685	North east corner Gentian and Kitching St.	Palm	Trim	4	0
TR 19685	South east corner Ktiching St. and Casa Encantador	Palm	Trim	3	0
TR 19685	North east corner Ktiching St. and Casa Encantador	Palm	Trim	3	0
TR 20715	Kitching St., W/s between Ivory Ave. and Moorland Rd.	Oak	Trim	2	0
TR 20715	Kitching St., W/s between Moorland Rd. and Parkside Ln.	Oak	Trim	3	0
TR 20715	Krameria Ave., between Kitching St. and Saddlebroook Ln.	Oak	Trim	8	0

Zone		Street Section	Tree Species	Work to be Performed Trim or Removal	No of Trees to be Trimmed	No of Trees to be Removed
DSG-2 South Tracts (Continued)	TR 20552	Indian St., W/s between Gentian Ave. and Creekstone Dr.	London Plane	Trim	6	0
	TR 20552	Indian St., between Creekstone and Poppystone	London Plane	Trim	23	0
	TR 20552	Indian St., between and north of Poppystone	London Plane	Trim	5	0
	TR 20404	Perris Boulevard, W/s north of Iris	London Plane	Trim	48	0
	TR 20404	Perris Boulevard, W/s north of Iris	Pine	Trim	18	0
		Total (D - DSG-2 North)			198	3
DSG-2 North Tracts						
	TR 20073	Mathews	Pine	Trim	32	0
	TR 17033	Kitching St.	Pepper	Trim	10	0
	TR 24721	Eucalyptus Ave.	Eucalyptus	Trim	34	0
	TR 17334	Locust Ave.	Palm	Trim	20	0
	TR 19208	Ironwood Ave.	Palm	Trim	8	0
	TR 28882/18784	Hemlock St. & Kitching St.	Liquid Ambar	Removal	0	10
	TR 18512/21322	Heacock Ave.	Liquid Ambar	Removal	0	6
	TR 18930	Eucalyptus Ave.	Pine & Liquid Ambar	Trim	32	0
	TR 17176	Box Springs Rd.	Pepper	Trim	11	0
	TR 22276/22277	Fir Ave.	Liquid Ambar	Trim	5	0
	TR 21333	Ironwood Ave.	Eucalyptus & Pine	Trim	32	0
		Total (D - DSG- 2 South)			184	16
Zone M - Medians		San Michelle Rd.			1	0
		Alessandro Blvd., W/s between Frederick St. and City Limit			14	0
		Veterans Way			0	1
		Total (M - Medians)			15	1
		Grand Total			1,662	166

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EXHIBIT B: District Responsibilities

R.F.P. NO. 2011 TREE TRIM/REMOVAL
PROJECT NO. 2011 TREE TRIM/REMOVAL

PARKWAY AND MEDIAN
TREE TRIMMING AND REMOVAL

1. CONTRACT SUPERVISION

A. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling adjacent to the tree trimming sites. .

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (e.g., water, electricity and communications), and to maintain their appurtenances (e.g., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

4. CONTRACTED LANDSCAPE MAINTENANCE SCHEDULES

The District shall provide the Contractor with a schedule of routine landscape maintenance operations at the site(s) in question. The Contractor shall provide a Tree Trimming Schedule as necessary to accommodate the other landscape maintenance activities. The Contractor's Tree Trimming Schedule must be submitted to the Director for approval within ten (10) working days after the effective date of the Contract.

EXHIBIT C: Payment Terms
R.F.P. NO. 2011 TREE TRIM/REMOVAL
PROJECT NO. 2011 TREE TRIM/REMOVAL

PARKWAY AND MEDIAN
TREE TRIMMING AND REMOVAL

1. CONTRACTOR'S COMPENSATION

A. The Contractor will be paid monthly based on the number of trees trimmed/removed per site, for the work performed satisfactorily under this Contract. By the tenth of each month the Contractor will electronically submit to the Director detailed reports for the: 1) maintenance performed, 2) Greenwaste, 3) complaints received, 4) hazards noted, 5) chemicals used in the prior month 5) a detailed invoice for services in accordance with the Contract price for the work performed, which shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org.

Accounts Payable questions can be directed to (951) 413-3073.

Copies of invoices and reports will be submitted to the Special Districts Division of the Public Works Department at specialdistricts@moval.org. Calls may also be directed to the Special Districts Division at (951) 413-3480.

B. The Contractor will obtain, and keep current during the term of this Contract, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at http://www.moval.org/do_biz/biz-license.shtml.

C. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all trees trimmed/removed (this cost includes labor, material, supplies, equipment, etc. as necessary to perform such service) under this Contract and shall be based upon the total number of trees trimmed and/or removed per area per month, one (1) month in arrears, on the last day of the month. The total contract amount for the twelve (12) month contract term shall not exceed Ninety-three thousand, two hundred and twenty dollars and zero/100 ($93,220.00), except as provided for in Section 2 below.

D. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

E. The minimum information required on all invoices includes:

1. Vendor Name, Mailing Address and Phone Number
2. Invoice Date
3. Vendor Invoice Number
4. City – provided Reference Number (Project No. and Title)
5. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed, and rates, explicit portion of a contract amount or detailed billing information is sufficient to justify the invoice amount: single or lump sum amounts without detail are not acceptable.

F. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for the same.

2. ADDITIONAL WORK

A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2., paragraph C. herein this Exhibit, ("Additional Work"), in addition to the work set forth in Exhibit A, Contractor's Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (e.g., earthquake damage, storm damage), vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in Exhibit E, Schedule II, Section II, Additional Work Price List, or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2, paragraph B. below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

C. The Contractor shall maintain as Additional Work, at a unit price comparable to tree trimming and removals described herein, additional trims and removals that the District may add to this Contract. .

D. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of $0.00 for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

A. Work required in the General or Special Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately in writing by electronic mail, facsimile transmission, or written and mailed correspondence or by telephone.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

EXHIBIT D: Term of Contract
R.F.P. NO. 2011 TREE TRIM/REMOVAL
PROJECT NO. 2011 TREE TRIM/REMOVAL

PARKWAY AND MEDIAN
TREE TRIMMING AND REMOVAL

1. TERM OF CONTRACT

A. Following approval by both parties, the Contract will commence on November 1, 2011, and shall terminate on June 30, 2012.

B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.

C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

D. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

R.F.P. NO. 2011 TREE TRIM/REMOVAL
PROJECT NO. 2011 TREE TRIM/REMOVAL

PARKWAY AND MEDIAN
TREE TRIMMING AND REMOVAL

SCHEDULE I

R.F.P. NO. 2011 TREE TRIM/REMOVAL
PROJECT NO. 2011 TREE TRIM/REMOVAL

PARKWAY AND MEDIAN
TREE TRIMMING AND REMOVAL

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

I. VENDOR INFORMATION

A. COMPANY NAME: West Coast Arborists, Inc.

TYPE
- Sole proprietor _____
- Partnership _____
- Corporation x

B. COMPANY ADDRESS/PHONE NUMBER

MAIN OFFICE ADDRESS:
2200 E. Via Burton St.
Anaheim, CA 92806

MAIN OFFICE PHONE NUMBER: 714-991-1900

SATELLITE OFFICE ADDRESS (if applicable):
Regional Office
21718 Walnut Ave.
Grand Terrace, CA 92313

SATELLITE OFFICE PHONE NUMBER 909-783-6544

C. CONTRACTOR'S LICENSING INFORMATION:

LICENSE NUMBER/CLASSIFICATION/NAME STYLE: 366764 C27/C61/D49

NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 39

LICENSE EXPIRATION DATE: 12/31/2012

CURRENT LICENSE STATUS: Good Standing

PRIOR ACTIONS AGAINST THIS LICENSE? Yes / (No)

IF YES, LIST CITATION TYPE AND HOW RESOLVED: N/A

D. COMPANY'S FEDERAL IDENTIFICATION NO.: 95-3250682

E. NAME AND TITLE OF COMPANY OFFICERS:

Patrick Mahoney, President
Richard Mahoney, Secretary
Rose Epperson, Treasurer

F. NUMBER OF YEARS COMPANY HAS PERFORMED TREE TRIMMING AND REMOVAL SERVICES: 40+

G. NUMBER OF YEARS COMPANY HAS PERFORMED TREE TRIMMING AND REMOVAL SERVICES FOR PUBLIC AGENCIES: 39

H. CURRENT TREE TRIMMING AND/OR TREE REMOVAL MAINTENANCE SERVICE OPERATIONS

THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED TO THIS QUESTION (QUESTION H.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

TOTAL TREE TRIMMING/REMOVAL CONTRACTS: 200+

PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 95%

TOTAL DOLLAR VALUE OF TREE TRIMMING/REMOVAL CONTRACTS: $48 million

1. NUMBER OF EMPLOYEES COMMITTED TO TREE TRIMMING/REMOVAL OPERATIONS

SUPERVISORS: 20 AVERAGE WAGE SCALE: $ 60,000 /YR. *
TECHNICIANS: 10 AVERAGE WAGE SCALE: $ 35.00 /Hr.*
FOREMEN: 118 AVERAGE WAGE SCALE: $ 30.00 /Hr.*
LABORERS: 344 AVERAGE WAGE SCALE: $ 20.00 /Hr.*

*Use fully burdened rate (e.g., taxes, insurance, benefits, OH &P) - This is a prevailing wage project.

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO TREE TRIMMING/REMOVAL OPERATIONS:

A. MOTOR VEHICLES Please refer to attachment "III" Section B.

- TYPE: NUMBER:
- TYPE: NUMBER:
- TYPE: NUMBER:
- TYPE: NUMBER:

B POWER EQUIPMENT

Please refer to attachment "III" Section B.

- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____

II. REFERENCES

ATTACH RESPONSES ON ADDITIONAL SHEETS - ONE SHEET PER REFERENCE

1. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.
2. REFERENCE RESPONSES MUST INCLUDE:
   - A. NAME AND ADDRESS OF AGENCY;
   - B. NAME AND TELEPHONE NUMBER OF AGENCY;
   - C. PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
   - D. CONTRACT NAME(S) / NUMBER(S);
   - E. ANNUAL CONTRACT AMOUNT(S);
   - F. NUMBER OF TREES TRIMMED/REMOVED PER CONTRACTS(S);
   - G. LOCATION(S) OF CONTRACT AREAS – WE MAY VISIT SITE(S);
   - H. LENGTH OF CONTRACT(S).
3. THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:
   - A. How many (number) of contracts and years under contract?
   - B What are/were the Scope of the contract(s), No. of trees serviced. Locations(s)
   - C. What are/were the Contract amount(s)?
   - D. Do/did they have adequate (quantity/quality) staffing?
   - E. How are/were the Training/Technical skills (e.g., Use and Operation of Equipment/Safety)?
   - F. Does staff have the ability to comprehend/speak English?
   - G. How are/were the appearance, uniforms, and use of safety equipment?
   - H. Do/did they have availability of additional personnel for extra work/special projects?
   - I. Is/was the equipment used in good working order?
   - J. Do/did they have an effective in-company communications system?
   - K. How is/was the knowledge of project/contract standards?
   - L. Do/did they have the ability to respond to complaints/requests in a timely fashion?
   - M. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (e.g., monetary penalties, contract deductions, liquidated

damages, claims against bonds)?

N. How accurate & timely is/was billing/invoicing?

O. Have Contract(s) been successfully completed to term?

P. Would you accept future proposals/bids from this company?

III. PROPOSED FACILITIES, EQUIPMENT, & STAFFING

A. **Facilities** – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

The Project Manager, Supervisor, and Customer Service Representative will dispatch crews and equipment from the Regional Office located in Grand Terrace. Other various day to day tasks as related to billing and contract management will be managed from the Corporate office in Anaheim. Further detail and organization is attached.

B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Contract, General Provisions, and Special Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full and comprehensive response.

1. Equipment:

A complete list of designated equipment is attached.

2. Motor Vehicles:

A complete list of designated motor vehicles that will be available for this project is attached.

3. Tree Trimming /Pruning/Removal Equipment/:
(list both powered and hand equipment/tools)

Chain saws, pole saws, hand saw, pole pruner, ladder, chipper, grinder, blower, shovels, broom, rakes, chipper feeder

C. **Staff**: - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Contract, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract/project. Use additional sheets as necessary to provide a full and comprehensive response.

A description and background of pertinent staff that will be assigned to this project is attached. Staff includes those in Management, IT, specific Project Team Members, and Crew leaders.

1. **Tree Trimming/Maintenance:**
(List labor, administrative, and field supervisory personnel. Include any ISA or equivalent certified personnel)

Please see attached.

IV. PROPOSED PROJECT WORK SCHEDULES

The following page contains a blank Annual Schedule Sheet. Proposers are to complete this schedule sheet by writing in their proposed schedule for performing the work as described in Exhibit A. Use additional sheets as necessary to provide a full and comprehensive response.

A. ANNUAL SCHEDULE SHEET

1. List all tasks specified to be performed for each area, as identified in Exhibit E, in the box corresponding to the months of the year in which you propose to perform the tree trimming/removals and associated services.

2. Be sure to include administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

PROPOSED PROJECT WORK SCHEDULES
PROJECT NO. 2011 TREE TRIM/REMOVAL
ANNUAL SCHEDULE SHEET

JANUARY 2012 E-7 & Zone M Monthly Report & Meeting	**FEBRUARY** 2012 DSG 2- South & E-14 Monthly Report & Meeting	**MARCH** 2012 DSG 2 North Monthly Report & Meeting
APRIL 2012 E-4 Monthly Report & Meeting	**MAY** 2012 E-8 & E-15 Monthly Report & Meeting	**JUNE** 2012 E-3 & DSG I Monthly Report & Meeting
JULY 2012 Monthly Report & Meeting * Contract Renewal * Start of New Schedule	**AUGUST** 2012 * New Schedule TBD	**SEPTEMBER** 2012 * New Schedule TBD
OCTOBER 2012 * New Schedule TBD	**NOVEMBER** 2011 E-2 & E-16 Monthly Report & Meeting	**DECEMBER** 2011 E-1 & E-1A Monthly Report & Meeting

V. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

A. Communications:

The General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Exhibit A, Section 3, letter E, (Functions and Responsibilities). Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

Emergency Response is available 24 hours a day 7 days a week.

Communication is an essential key in the day to day operations; from administrative personnel to field crews. Employees are provided with: cell phone, Nextel radio, email, and/or Sprint EVO tablet.

Prior to commencement of work the Area Manager will make arrangements to inspect all sites under contract and will review the proposed Work Schedule and suggested maintenance requirements with City staff.

The Project Team's goal is to provide efficient communication with the city at all times. The Area Manager and Supervisor will work together in delegating crews while the Customer Service Representative will provide City staff with daily "morning locations" when crews are working within city limits. Adequate up-to-date work records are recorded daily and are available online on WCA's inventory software program, ArborAccess. Adequate work records reflect the billing process. Further details are provided in the attachment.

B. Traffic Safety:

The General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

Please refer to attachment.

C. **Greenwaste Recycling:**

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

Please refer to attachment.

A. PROPOSED FACILITIES

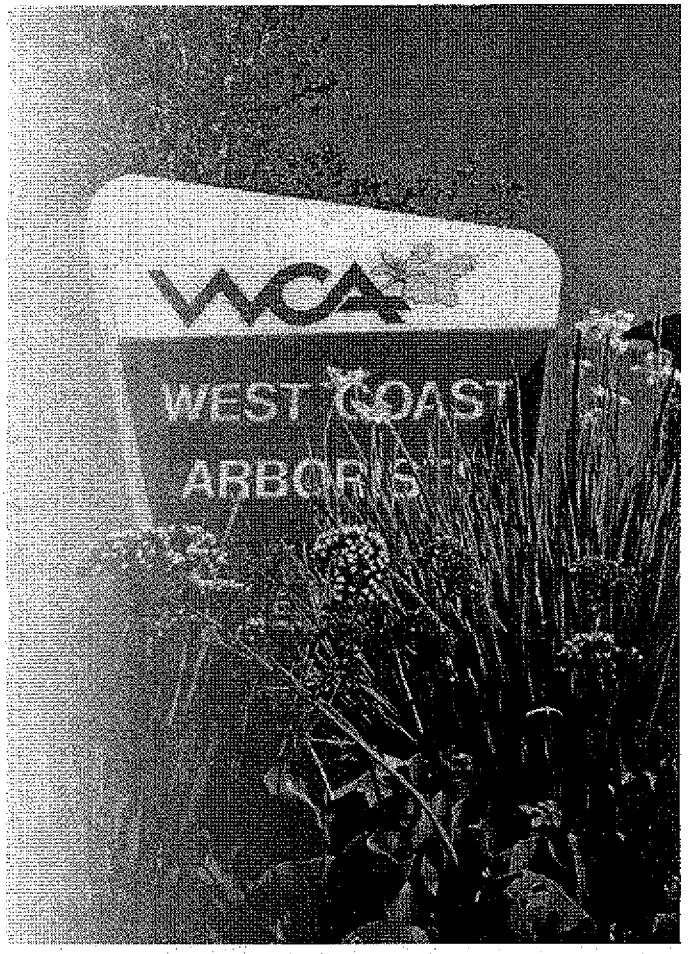

HEADQUARTERS
Contact: Victor Gonzalez, Vice President– Marketing
2200 E. Via Burton Street
Anaheim, CA 92806

Phone: (714) 991-1900
Fax: (714) 991-1027
Email: vgonzalez@wcainc.com

REGIONAL OFFICE
Contact: Ernesto Macias, Area Manager
21718 Walnut Avenue
Grand Terrace, CA 92313

Phone: (909) 783-6544
Fax: (909) 783-6574
Email: emacias@wcainc.com

B. EQUIPMENT

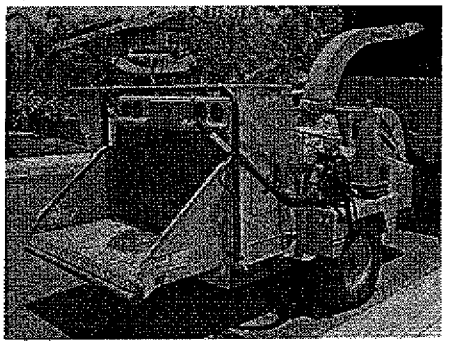

Introduction

Our modern fleet consists of nearly 700 vehicles that undergo daily inspection by each driver. All equipment is kept serviced and free of graffiti at all times and is painted and detailed on a regular basis. We have a credit line of $2 million dollars for the acquisition of new equipment.

WCA's policy is that all employees hold a valid, insurable Driver's License. We are enrolled in the DMV's Employee Pull Notice Program which provides us with a means of promoting driver safety through ongoing review of the driving records of commercial drivers. Our company has been assigned CHP Carrier Number CA68562 in the California Highway Patrol's Management Information System of Terminal Evaluation Records (MISTER), which is an automated file pertaining to the motor carriers operating in the State of California. MISTER gives the CHP immediate access to emergency information about our company and enhances the CHP's capability to monitor the overall safety operations of our company.

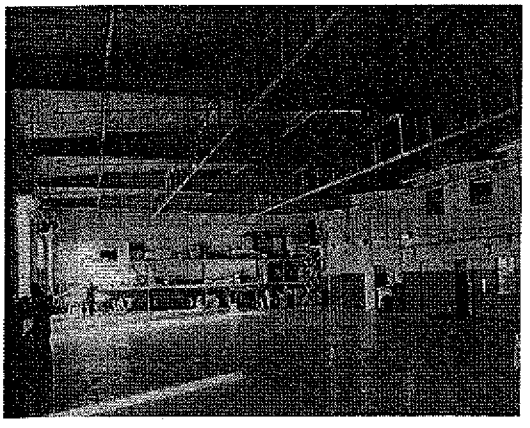

Maintenance Facility

Equipment Maintenance Facility

- We have a state-of-the-art full service Maintenance Department at our corporate headquarters
- WCA has 30 full-time mechanics on staff and a full-time Preventive Maintenance Manager
- 90-day detailed inspections are performed by the WCA Maintenance Department
- Attached are certifications for each aerial tower assigned to the the City. Additional and/or replacement certified aerial towers are readily available for this contract.

PROJECT EQUIPMENT

We currently have more than 700 pieces of fairly new equipment that enables us to replace equipment immediately should there be any unforeseen mechanical problems. We employ thirty full-time mechanics that perform an in-house fleet maintenance program. Each vehicle is schedule for service and inspection every ninety days. This allows our equipment to be in good operating condition necessary for accomplishing the City's needs. Upon request a full list can be made available.

MV00213077

We believe the success of the project is partly attributed to the dedicated pieces of equipment assigned to the City of Moreno Valley. In addition to aerial lift devices, dump trucks, flatbed trucks and roll-off trucks and containers, we also have additional equipment for use in the City such as cranes, loaders, and special aerial lift devices for higher elevated trees. Specific vehicles and equipment that will be dedicated to the City of Moreno Valley are listed

Year	Make	Model	Body Type	VIN / Serial
2010	Toyota	Prius	Sedan	JTDKN3DUXA1082372
2009	Toyota	Prius	Sedan	JTDKB20U693491865
2009	GMC	C7500 /HI-RANGER 5FC-60	Boom Truck	1GDJ7C1G19F408770
2009	GMC	C7500 /HI-RANGER 5FC-60	Boom Truck	1GDJ7C1G49F408813
2009	GMC	C7500 /HI-RANGER 5FC-60	Boom Truck	1GDJ7C1G29F409099
2009	GMC	C7500 /HI-RANGER 5FC-60	Boom Truck	1GDJ7C1G19F408722
2009	GMC	C7500 /HI-RANGER 5FC-60	Boom Truck	1GDJ7C1G39F409029
2008	GMC	C7500 /HI-RANGER 5FC-60	Boom Truck	1GDJ7C1G29F407417
2008	GMC	C7500 /HI-RANGER 5FC-60	Boom Truck	1GDJ7C1G69F407484
2008	Chevy	2500 Service Truck	Truck	1GBHC24KX8E100837
2006	Dodge	Ram 2500	Pickup	3D7KR26D86G202972
2006	Dodge	Ram 2500	Pickup	3DJKR26D56G249229
2006	Dodge	Ram 2500	Pickup	3D7KR26D26G251701
2006	Dodge	Ram 2500	Pickup	3D7KR26DX6G265801
2006	Dodge	Ram 2500	Pickup	3D7KR26D76G275864
2006	Dodge	Ram 1500	Pickup	3C7KR26D56G275863
2006	Dodge	Ram 2500	Pickup	3D7KR26D56G277872
2006	Dodge	Ram 2500	Pickup	3D7KR26D36G275862
2007	GMC	C7500	Dump Truck	1GDJ7C1G17F409091
2007	GMC	C7500	Dump Truck	1GDJ7C1G27F409228
2007	GMC	C6500	Dump Truck	1GDJ7C1G68F402915
2007	GMC	C6500	Dump Truck	1GDJ7C1G68F403143
2007	GMC	C6500	Dump Truck	1GDJ7C1G18F402921
2007	GMC	C6500	Dump Truck	1GDJ7C1GX8F403209
2004	Ford	F450	Flatbed	1FDXF46SX4ED21724
2007	Vermeer	BC1800XL	Brush Chipper	1VRY131Z281002255
2006	Vermeer	BC1400	Brush Chipper	1VRU1614661003409
2006	Vermeer	BC1400	Brush Chipper	1VRU1614861003136
2006	Vermeer	BC1800	Brush Chipper	1VRY131Z361001337
2006	Vermeer	BC1800XL	Brush Chipper	1VRY131Z861001334
2006	Vermeer	BC1800XL	Brush Chipper	1VRY131ZX61001321
2005	Vermeer	BC1800XL	Brush Chipper	1VRY131Z151000752
2007	Vermeer	802	Stump Grinder	1VR2161J561000279
2005	Vermeer	752	Stump Grinder	1VRN151U051001197
2005	Vermeer	1102	Stump Grinder	1VRN1513451002005
2002	Dosko	691SP	Grinder	0105-02-4356
2005	Caterpillar	287	Skid Steer Loader	0CNY00926
2006	Bobcat	S185	Loader	530314834
2005	Bobcat	S185	Loader	525022994
2002	Bobcat	773T	Loader	519023882

EQUIPMENT LIST SUMMARY

• Pick Up Trucks	170
• Aerial Lift Devices	170
• Arrowboards	35
• ATVs	2
• Backhoe	1
• Brush Chippers	112
• Cranes	4
• Dump Trucks	101
• Flat Beds	14
• Forklifts	3
• Stump Grinders	28
• Loaders	35
• Rubber Track Loader	1
• Root Pruners	2
• Rolloff Trucks	27
• Saw Mill	1
• Log Skidder	1

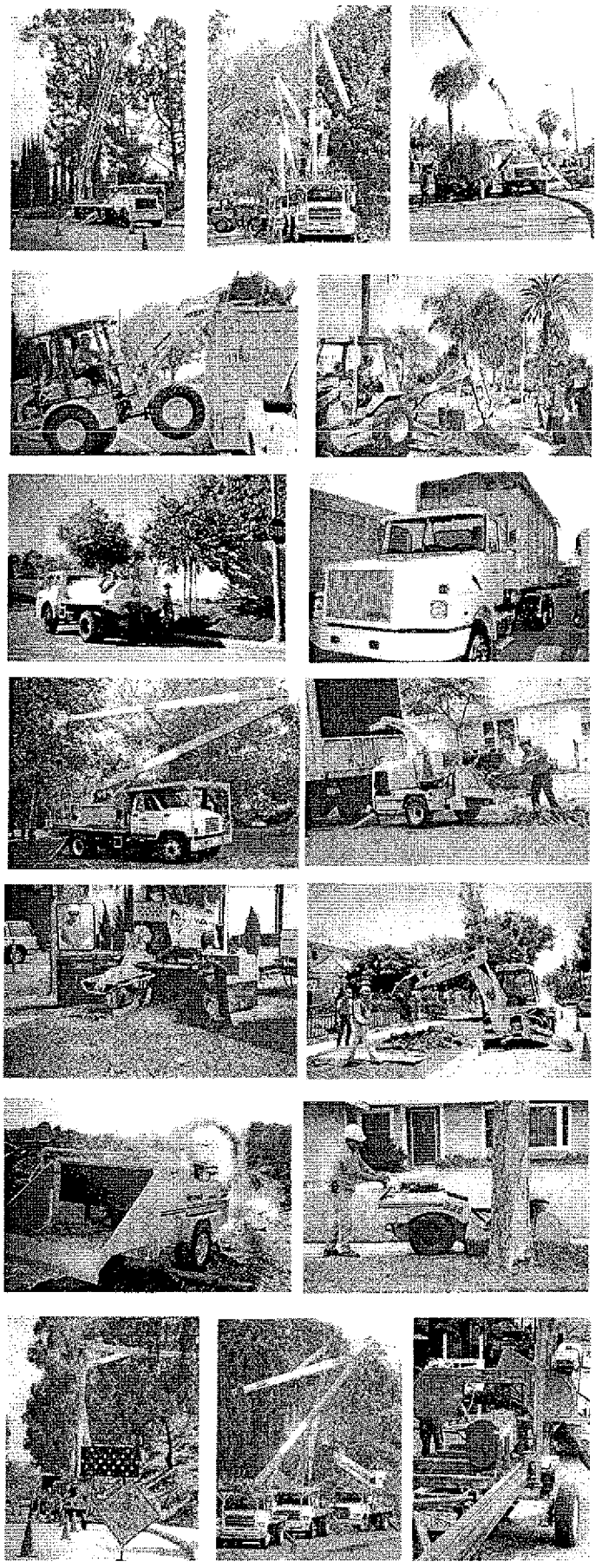

C. STAFFING

PATRICK O. MAHONEY
President

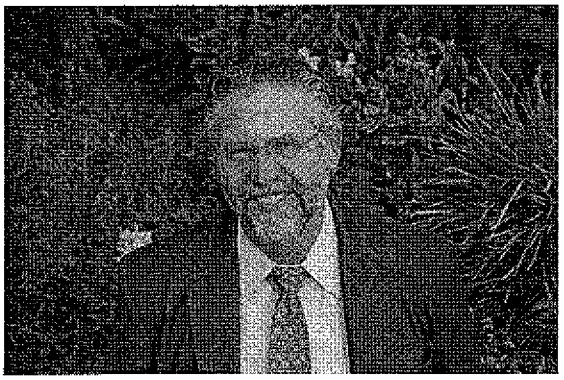

Professional Registration
California State Contractors License #313843, Class C61 & C27
ISA, Certified Arborist #WE-1172A

Mr. Mahoney founded West Coast Arborists, Inc. in 1972. As President and Chief Executive Officer, Mr. Mahoney oversees the complete operation of the company. Under his direction the company has grown from 3 employees and 2 trucks to over 550 employees with a 500 plus unit fleet. In December of 2009, the Anaheim Chamber of Commerce honored Patrick as the "Business Champion of the Year" for 2009. The Business Champion of the Year Award recognizes an individual who uses their professional expertise and talents in activities that promote business and the Anaheim community.

Professional Affiliation
Founder - So. California Tree Trimmers Jamboree
Past President and Honorary Lifetime Member - Western Chapter ISA
Served 1989-97 - ISA Certification Committee
Award of Merit - Western Chapter ISA, 1997
Award of Achievement - ISA, 1998
Society of Commercial Arborists
Municipal Arborists Association
Street Tree Seminar
Tree Care Industry Association
Maintenance Superintendents Association
Utility Arborists Association
California Oak Foundation
The Palm Society

ROSE M. EPPERSON
Vice President

Professional Registration
California State Contractors License #654265, Class C61 & D49
ISA, Certified Arborist #WE-1045A
American Society of Association Executive
B.S., Business Administration, *Argosy University*, Costa Mesa, CA

Mrs. Epperson has been with West Coast Arborists, Inc. since August 1979, and she has been a director at WCA since 1992. Her experience lies in accounting and administration. She is responsible for administrative and accounting functions on a corporate level. She has been involved in the implementation and management of our computerized accounting, estimating and job costing programs.

RICHARD MAHONEY
Vice President

Professional Registration
ISA, Certified Arborist #WE-1171A
B.S., Business Administration, *University of Houston,* Houston, Texas

Mr. Mahoney has been with West Coast Arborists, Inc. since 1974 and has over 30 years experience in the tree care industry. He is responsible for internal operations, management of our fleet including maintenance and repairs, as well as overseeing facilities, supplies and purchasing. Prior to his present position with WCA, he spent two years as Vice President of Operations for Golden Coast Environmental Services, a computer oriented urban forestry consulting firm in Irvine, CA. With extensive background in information systems management, Mr. Mahoney oversees the computer operations of WCA. In addition he has served as a member of the Board of Directors since 1978. He receives a minimum of 25 hours credit annually in arboriculture continuing education credits.

RANDY THOMPSON
Vice President/Area Manager

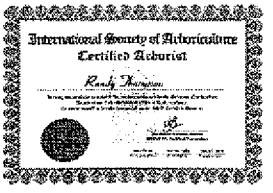

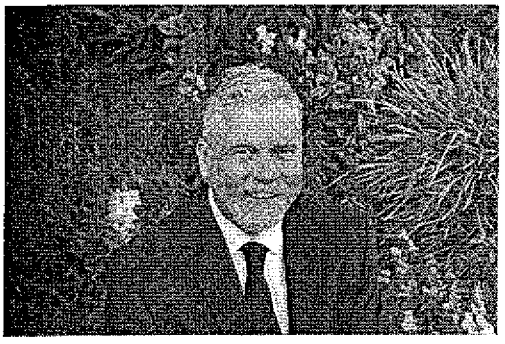

Professional Registration
ISA, Certified Arborist #WE-1043A

Mr. Thompson has been with West Coast Arborists, Inc. since September of 1978. He has over 30 years experience in the arboriculture field. Responsibilities within the company are broad. He is responsible for estimating, scheduling, contract administration, personnel and daily operations. As an Area Manager, he is responsible for field operations, customer service, and management of crews throughout Orange County. Through his employment he has gained valuable experience in computer estimating, tree inventory systems, and costing programs which are essential in the efficient operation of tree care crews. He receives a minimum of 25 hours credit annually in arboriculture continuing education credits.

ANDREW R. TROTTER
Vice President, Field Operations Manager

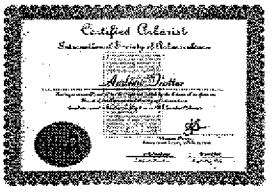

Professional Registration
ISA, Certified Utility Arborist #WE-642AU
California Urban Forests Council, Certified Urban Forester #103
TCIA, Certified Tree Care Safety Professional, #142
Wildlife Training Institute, Certified Wildlife Protector #533

Mr. Trotter has been with West Coast Arborists, Inc. since August of 1982. Prior to that, he had eight years experience in the tree care industry. After working as a Foreman for eight years, Mr. Trotter was promoted to Field Operations Manager in March of 1990. As Field Operations Manager, he supervises all of the field operations as well as overseeing our safety, training, nursery and wood recycling facility. He has been an industry leader in many key projects including United Voices for Healthier Communities Great Clean Air Planting Project, Toolkit for Developing Urban Forest Management Plans and the Western Chapter ISA's annual "Workday" fundraiser.

MV00213081

DEBORAH DEPASQUALE
Vice President, Contract Services

Professional Registration
ISA, Certified Arborist #WE-3812A
B.A., Entrepreneurial Management minor in Political Science, *California State University Fullerton*, Fullerton, CA Employee of the Year, *WCA 1995*

Ms. DePasquale has been with West Coast Arborists, Inc. since November of 1993. Before that time, she worked as a consultant for WCA and was a Senior Account Executive for a finance company for five years. Her responsibilities include managing Customer Service, Billing, Administration and Human Resources. Ms. DePasquale has over 20 years computer experience and 17 years in the tree care industry. She receives a minimum of 25 hours credit annually in arboriculture continuing education credits.

CHRISTOPHER CRIPPEN
Vice President, MIS

Professional Registration
Microsoft Certified Professional

Mr. Crippen has been with West Coast Arborists, Inc. since October of 1995. At that time, he had four years experience as a computer programmer for an insurance company. As a computer programmer, he supports the tree inventory software created by WCA, as well as customizes each software package for each County. In addition, he maintains the inventory databases compiled by the Inventory Specialists. He has over 18 years computer programming experience and over 14 years experience in the tree care industry.

VICTOR GONZALEZ
Vice President, Marketing

Professional Registration
ISA, Certified Arborist #WE-7175A
ATSSA, Certified Traffic Control Designer #00236811
B.S., Engineering Technology – Construction Management, *California State University, Long Beach,* Long Beach, CA
Employee of the Year, WCA 2009

Mr. Gonzalez has been with West Coast Arborists, Inc. since June of 1999. During the previous two years, he worked as a Public Works Inspector for a private engineering firm serving cities in Orange and Los Angeles Counties. Before that time, he served the City of Bellflower for four years as an Executive Assistant to the Director of Public Services. His responsibilities included contract administration, project management, and customer service within the Public Services Department. He has over seven years of city government and public works experience and 11 years in the tree care industry. He is a member of the firm's Management Team that provides strategic leadership and business development. He leads the sales force in developing its customer base and strategic marketing plans. He oversees the procurement of company's annual insurance policy coverage and oversees contracts with nearly 200 customers including all contract negotiations.

REBECCA MEJIA
Arborist

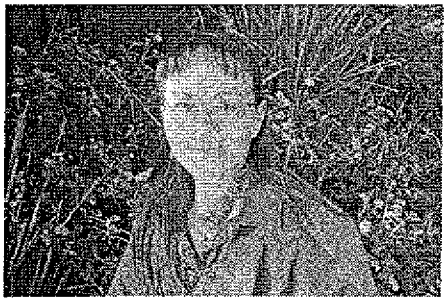

Professional Registration
ISA, Certified Arborist #WE-2355A
B.S., Urban Forestry and Natural Resource Management, *Cal Poly San Luis Obispo,* San Luis Obispo, CA

Mrs. Mejia has been with West Coast Arborists since November of 1995. Before that time, she worked for the U.S. Department of Forestry as a Recreation Technician. Her current responsibilities as a Consulting Arborist include preparing Arborist Reports, Tree Appraisals and performing Tree Hazard Evaluations for our clients. In addition, she develops master street tree planting programs and recommends species. Mrs. Mejia currently has over 15 years experience in the tree care industry. She receives a minimum of 25 hours credit annually in arboriculture continuing education credits.

BRIAN KOCH
Inventory Specialist

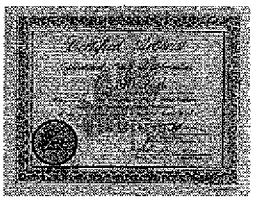

Professional Registration
ISA, Certified Arborist #WE-341A
B.S., Ornamental Horticulture, *Cal Poly Pomona,* Pomona, CA

Mr. Koch has been with West Coast Arborists, Inc. since November of 2000. Before that time, he worked for Davey Resource Group as a Data Collector inventorying trees throughout North America including Hawaii. His responsibilities include collecting tree site information for building databases. In addition, he develops master street tree planting programs and recommends species. Mr. Koch currently has over 25 years experience in the tree care industry and is member of the ISA and the Southern California Turfgrass Council. He receives a minimum of 25 hours credit annually in arboriculture continuing education credits.

RENE PORTILLO
Safety Trainer

Professional Registration
ISA, Certified Tree Worker #579C
ISA, Certified Utility Arborist #WE-2038AU
ATSSA, Certified Traffic Control Supervisor #00227843
TCIA, Certified Tree Care Safety Professional #CTSP-137
NCCCO, Certified Crane Operator #051223269

Mr. Portillo has been with West Coast Arborists, Inc. since September of 1993. As the Safety Trainer, he is responsible development, implementation and review of in-house training programs utilized for new hire and existing employees. These programs include administering certification training, crew leader training, commercial license, etc. He is also responsible for the Injury and Illness Prevention Program (IIPP), crew safety audits as well as follows up on safety improvement plans if accidents or incidents occur. Mr. Portillo has over 18 years experience in the tree care industry. He receives a minimum of 40 hours credit annually in arboriculture continuing education credits.

MV00213083

PROJECT TEAM

ERNESTO MACIAS
Area Manager, South East Inland Empire

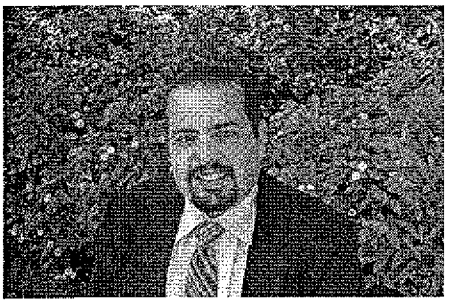

Professional Registration
ISA, Utility Certified Arborist #WE-7120AU

Mr. Macias has been with WCA since August of 2011. Before that time, he worked with The Davey Tree Expert Company. Mr. Macias started as a Groundman and worked his way up. After 8 years he was promoted to an Account Manager where he managed over 120 employees and was responsible for day to day operations. Today at WCA, Mr. Macias is responsible for field operations and management of crews in both Riverside and San Bernardino counties. He is also involved in scheduling, evaluation and production of street tree maintenance. Mr. Macias has over 15 years' experience in the tree care industry.

ANGEL RINCON
Site Supervisor

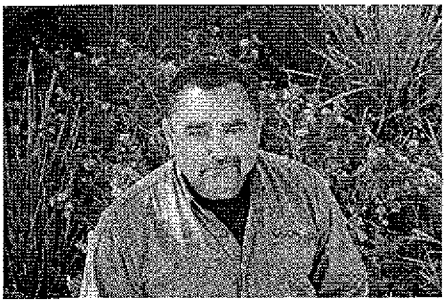

Professional Registration
ISA, Certified Treeworker Climber #1116C
WCA Qualified Arborist

Mr. Rincon has been with West Coast Arborists, Inc. since 1998 and has over 20 years field experience in the industry. As Site Supervisor, Angel is a full-time employee and speaks fluent English. He is responsible for reviewing the day's activities, assisting the Area Manager in scheduling, and insuring proper safety procedures are being followed As Supervisor, Angel is to communicate with city officials and other interested parties on a daily basis. Report and resolve malfunctions, damage, or industrial injury. He assists in employee training programs, maintains records, and files daily reports and receipts.

ESTHER CADMAN
Office Manager/Customer Service Representative

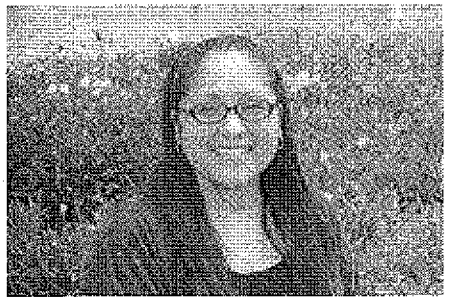

As the CSR (Customer Service Representative), Esther is responsible for providing support to the Area Manager, Site Supervisor, and crew. The CSR is to act as a liaison between the company and it's clients as well as the general public. The CSR is responsible for responding to Customer Service inquiries and facilitating contracting functions, such as: mapping underground service alert, data entry, field book preparation, list preparation, public relations, errands, etc.

PEST CONTROL ADVISOR AND APPLICATOR

California Agriculture Production Consultants Association (CAPCA) is a professional association that promotes and educates the licensed Pest Control Advisor (PCA), thereby fostering the highest quality pest management standards while recognizing our responsibility to the public, our employees, and the environment.

Jason Davlin, Pest Control Applicator #PA-30-00170

Paul Webb, Pest Control Advisor #QL02023

PROJECT TEAM FOR CITY OF MORENO VALLEY:

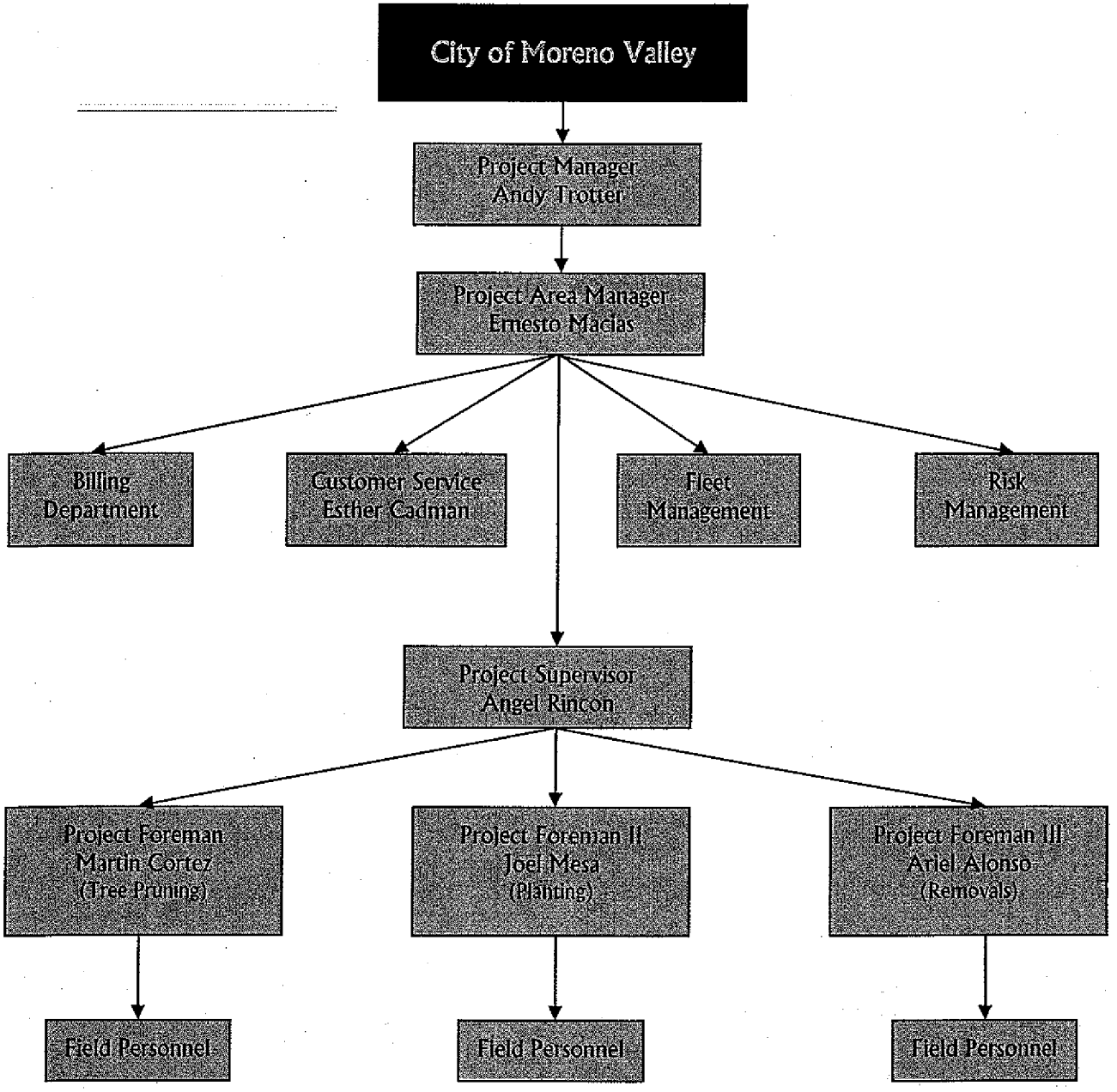

CERTIFIED ARBORISTS

International Society of Arboriculture Arborist Certification provides an educationally challenging program designed to upgrade the knowledge and proficiency levels in the tree care profession. Having an I.S.A. Certified Arborist oversee the project is vital for the quality and craftsmanship of proper urban tree care. Our Arborists accumulate 10 Continuing Education Units (CEUs) annually, which help to ensure that they are keeping up with the latest research and techniques. Below is a list of our I.S.A. Certified Arborists:

J. Nick Alago *	WE-4396AU	Brian Koch	WE-0341A	Michael Palat *	WE-6541AU
Robert Barr	WE-1401A	Lita Lira	WE-1906A	Lorenzo Perez	WE-7443A
Joseph Bartolo *	WE-2034AU	Ignacio Lopez	WE-7329A	Jason Pinegar *	WE-2039AU
David Cooper	WE-0497A	Jorge Magana	WE-3460A	Rene Portillo *	WE-2038AU
Jason Davlin	WE-7628A	Patrick Mahoney	WE-1172A	Frank Quinn	WE-1085A
Deborah DePasquale	WE-3812A	Richard Mahoney	WE-1171A	Adan Reynaga	WE-7786A
Al Epperson *	WE-0719AU	Gail Manzanedo	WE-3858A	Rene Rosales	WE-7941A
Rose Epperson	WE-1045A	Rebecca Mejia	WE-2355A	Randy Thompson	WE-1043A
James Goss	WE-1042A	Filandro Menjivar *	WE-7014AU	Robert Thompson *	WE-0915A
Victor Gonzalez	WE-7175A	Hector Montes	WE-8079A	Andrew Trotter *	WE-0642AU
Felix Hernandez	WE-2037A	Michael Morris	WE-1095A	Jeffery Williams	WE-1100A
Steve Hunt	WE-1044A	Herminio Padilla *	WE-7552A	J. Charles Working	WE-1592A

** denotes Utility Specialist designation*

CERTIFIED TREEWORKERS

The purpose of the ISA Treeworker Certification is to establish a meaningful standard of skill and work quality, to establish and measure a level of training and knowledge, to encourage continuing education, and to promote safe work practices. In an effort to provide the best possible urban tree care, WCA hires, trains and assigns Certified Tree Workers for our projects. This insures that a minimum level of training and knowledge for arboriculture has been obtained and that safe work practices and overall safety will be performed. We ensure continuing education and training for those Tree Workers who may wish to gain knowledge in arboriculture or who may want to become Certified Arborists. Below is a list of our Western Chapter I.S.A. Certified Tree Workers:

Jose Luis Abalos	1472	Faustino Espinosa	1510	Jose I. Mancilla	1299	Adan Reynaga	0435
Jose Aguayo	1050	Pedro B. Fuentes	1547	Juan Marquez	0430	Hugo Angel Rincon	0614
Nelson Aguirre	1460	Gabriel Gamino	1051	Eduardo Martinez	1087	Joel M. Rivera	1206
Ariel Alonso	0489	Felix Garcia	1003	Joel Martinez	1447	Adam Rodriguez	0493
Jose A. Alvarez	1497	Ventura Gomez	1190	Marcos R. Martinez	1661	Jose Rodriguez	0594
Salvador Avelar	1278	Antonio Gradilla	0971	Varaquiel Martinez	0431	Teodoro Rodriguez	1207
Eduardo Avila	0420	Jose Guardado	1665	Filandro Menjivar	1075	Valentin Roman	1402
Saul G. Avila	0421	Raymundo Gutierrez	1074	Alberto J. Monterosa	1400	Rene Rosales	1259
Manuel Barragan	1461	Fausto Guzman	1116	Hector Montes	1296	Isaias Sanchez	1073
Martin Barrera	1136	Felix Hernandez	0424	Jesus A. Montes	0583	Salustio Sanchez	1508
Eugene Barrientos	1712	Pedro A. Hernandez	1503	Michael Morris	0240	Enrique Sandoval	1272
Juan Becerra	0637	Rafael Hernandez	1192	Rene Nunez	1141	Salomon Silva	0858
Manuel Briano	1606	Steve Hunt	0426	Jorge Orozco	1026	Ruben Soriano	1286
Jose Abel Cancino	1663	Elijio Ibarra-Cardoso	1070	Joel Ortiz	0993	Miguel Angel Soto	1432
Manuel Candelario	0577	Carlos Ixta	1052	Juan Ortiz	1505	Juan Tellez	1656
Agustin Carrillo	1097	Jorge Jiminez	0990	Demetrio Oseguro	1008	Robert Thompson	0219
Antonio Castellanos	0491	Jose Jiminez	1076	Marco A. Padilla	1603	Jose Irene Vega	1174
Ruben Cornejo	1110	Lita Lira	0426	Aurelio Paz-Guzman	1191	Jose Trinidad Vega	1164
Camerino Coronel	1297	Alfredo A. Lopez	0925	Celestino Perez	1120	Marco A. Vergara	1465
Jose Luis Coronel	0851	Armando Lopez	1255	Lorenzo Perez	0781	Francisco Villanueva	1552
Leonel Cortez	1188	Francisco Lopez	0992	Rene Portillo	0579	Cesario Wenceslao	1011
Pedro Cuevas	1001	Juan Lopez	1431	Martin Quintero	0644	Jeffery Williams	0437
Jorge Duenas	1002	Sergio Lopez Rivera	1103	Francisco Ramirez	1009	J. Charles Working	0647
J. Refugio Escamilla	1268	Miguel Macias	1024	Ramon Ramirez	1069	Walter E. Zaldana	1529
				Daniel Rivas	1609		

CERTIFIED URBAN FORESTER

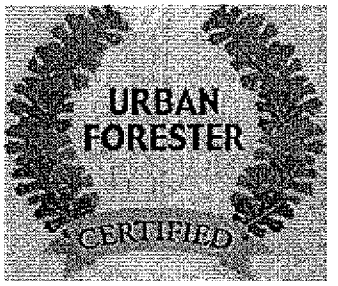

The California Urban Forests Council's Certified Urban Forester program recognizes, encourages, and enhances the education, experience and professional status of urban forestry professionals, while providing agencies, organizations, and companies that utilize their services a benchmark for identifying qualified professionals. The Certified Urban Forester Program grants certification to individuals who meet both educational and professional prerequisites and have compiled with the requirements, including passing a required certification examination. The requirements correspond to knowledge, abilities, skills and experience commensurate with the professional practice of urban forestry.

Andrew R. Trotter, Certified Urban Forester #103, California Urban Forests Council

CERTIFIED TREECARE SAFETY PROFESSIONAL

The Tree Care Industry Association (TCIA) accredits tree companies, develops safety and education programs, establishes standards of tree care practice and provides management information for arboricultural firms around the world. Our purpose for having Certified Treecare Safety Professionals (CTSP) is to improve worker safety by empowering and encouraging the development of a culture of safety. Currently, WCA has the greatest number of Certified Treecare Safety Professionals in the state of California and they are listed as follows:

Andrew R. Trotter, Certified Treecare Safety Professional #142
Frank Quinn, Certified Treecare Safety Professional #562
Angel Rincon, Certified Treecare Safety Professional #763
Herminio Padilla, Certified Treecare Safety Professional #139
James Charles Working, Certified Treecare Safety Professional #141
Juan Marquez, Certified Treecare Safety Professional #143
Rene Portillo, Certified Treecare Safety Professional #137
Veronica King, Certified Treecare Safety Professional #140

ATSSA CERTIFIED TRAFFIC CONTROL

The American Traffic Safety Services Association (ATSSA) provides quality roadway safety education and training. Their progressive and innovative approach to training and education has made them the state-recognized leader in traffic control safety. The following employees hold designated certifications:

Victor Gonzalez, Traffic Control Design Specialist #00236811
Rene Portillo, Traffic Control Supervisor #00227843
Juan Marquez, Traffic Control Technician #00228625
Chuck Working, Traffic Control Technician #00228622
Jason Pinegar, Traffic Control Design Specialist #236727
Herminio Padilla, Traffic Control Technician #00228618
Romualdo Gaeta, Traffic Control Technician #00233729
Robert Barr, Traffic Control Technician #00228623

CERTIFIED CRANE OPERATOR

As of June 1, 2005, crane operators in California must be certified, as required by 8 California Code of Regulations §5006.1. The regulations require certification of fixed and mobile crane operators. West Coast Arborists, Inc. currently has five certified crane operators and is currently training other WCA employees for the certification.

Hector Montes, NCCCO #060123869
Herminio Padilla, NCCCO #060325578
Jason Pinegar, NCCCO #050820987
Jeffery Williams, NCCCO #080339583
Joseph Nick Alago, NCCCO #051223266
Michael Morris, NCCCO #051223268
Rene Portillo, NCCCO #051223269
Steve Hunt, NCCCO #050518883

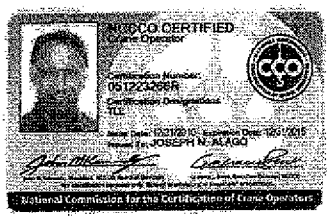

A. COMMUNICATIONS

INTRODUCTION

West Coast Arborists includes with its comprehensive tree maintenance program a well defined quality control plan that incorporates certified personnel assigned to this project, safety, pruning specifications and guidelines, equipment, hours of operation, public relations, traffic control, work descriptions and communication systems. We believe in following this plan to help ensure the quality of work and the level of service expected.

PROJECT MANAGER

Andrew R. Trotter will act as the Project Manager for this project. Mr. Trotter holds ISA Certified Arborist Number 642. With over thirty years experience in the tree care industry, Mr. Trotter will provide overall supervision and coordination of the Area Manager and Field Operations. He has full authority to act on behalf of West Coast Arborists, Inc. on all contract matters.

PROJECT AREA MANAGER

The Project Area Manager for this contract will hold an ISA Certified Arborist certificate. With several years of experience in the tree care industry, the Project Area Manager will provide exclusive field supervision and crew management to the City for the length of the contract. They will be the central point of contact with the City and will work cooperatively with City staff, local residents and business owners. During the past thirty years, our Project Area Managers have successfully worked with several cities and established a familiarity with the community and logistics of each City respectively.

Daily Supervision

Daily supervision will consist of, but is not limited to:

- Report to the City Inspector with location of crew and maintain an open line of communication
- Supervise crew personnel to insure proper pruning standards are followed in a safe manner
- Traffic control setup and maintenance of coned area
- Insure City streets are left free of any debris at end of each work day
- Maintain record of work completed each day
- Maintain good public relations at all times

- Immediate notification to City Inspector upon damage of personal property including a plan for corrective measures to take place within 48 hours

Weekly Supervision

Weekly supervision will consist of, but is not limited to:

- Weekly inspection of work completed
- Meeting with the City to review work schedule and progress
- Insure standards of pruning are performed in accordance with specifications provided by the City
- Maintain open communication with City Inspector and field crew

PROJECT WORK FORCE

- WCA is a professional organization and employ only the highest standard of tree care professionals

- All employees will comply with any applicable laws of the State, County, City and/or political subdivision of such state without limitations while under contract

- WCA does not discriminate against employees or applicants because of race, color, religion, sex, pregnancy, national origin, ancestry, age, marital status, or physical handicap

- Equal opportunity will be extended to all persons in all aspects of the employer-employee relationship, including but not limited to hiring, transfer, promotion, training, compensation, layoff, recall or termination

- Employment decisions comply with all applicable laws prohibiting discrimination and comply with Title VII of the Civil Rights Act of 1992 and all federal, state and municipal laws pertaining thereto

- Any employee who is found to be incompetent, troublesome, disorderly or otherwise objectionable, or who fails or refuse to perform work properly and acceptable, will immediately be removed from working on this project

HOURS OF WORK AND OPERATION

All regular tree care will be performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. In accordance with the City's specifications, we are prepared to perform work during the weekend and evenings. With our large number of employees, we are able to create special weekend teams and night teams that are accustomed to performing during those shifts. Oftentimes these special shifts help to alleviate traffic and pedestrian congestion that may otherwise occur during normal business hours.

SCHEDULING OF WORK

The project shall conform to the City's schedule of performance. We recommend equal distribution of work throughout the course of the fiscal year. West Coast Arborists, Inc. will notify the City of any changes in the start date of each tree maintenance operation at least 24 hours in advance, weather permitting. Our company tracks lists according to work type and prioritizes accordingly. West Coast Arborists, Inc. will provide door hangers that explain the tree maintenance process (acceptable to the City) and distribute the notifications to citizens prior to the start of pruning operations in said area. Work shall be conducted in a cooperative manner as to cause the least amount of possible interference with or annoyance to others. Service request pruning is done on an "as needed" basis and is performed to rectify and immediate problem, a full trim will be completed during the grid pruning cycle. The Area Manager is responsible for scheduling the work, a detailed workflow process is shown on the following page, outlining how work is processed and scheduled.

THE WORKFLOW PROCESS

When work is ordered from WCA we follow standard procedures for each. Shown below are flowcharts for pruning, removals and planting:

GRID PRUNING FLOWCHART

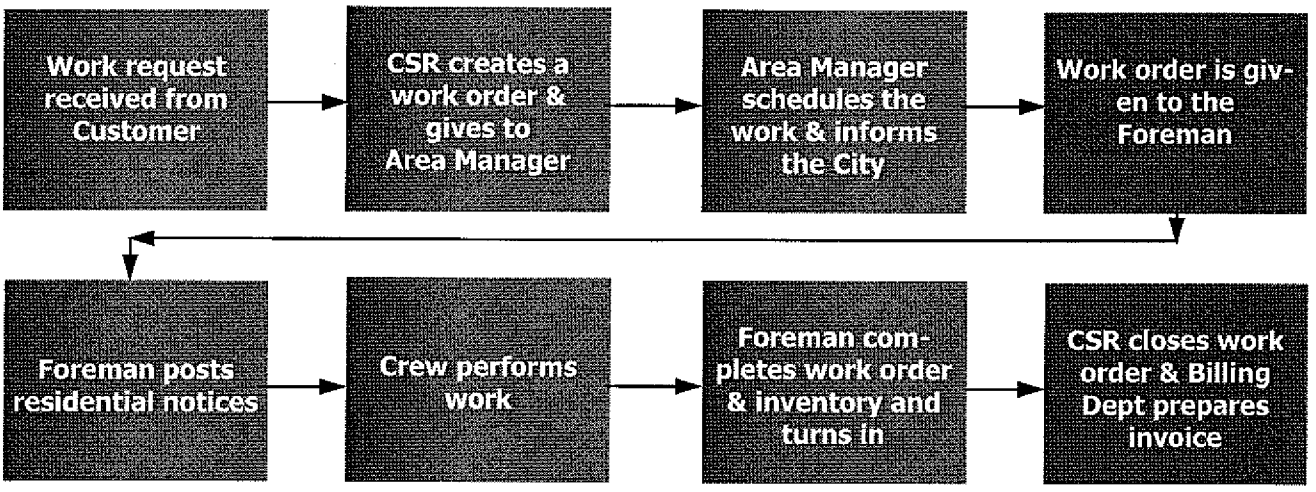

REMOVAL FLOWCHART

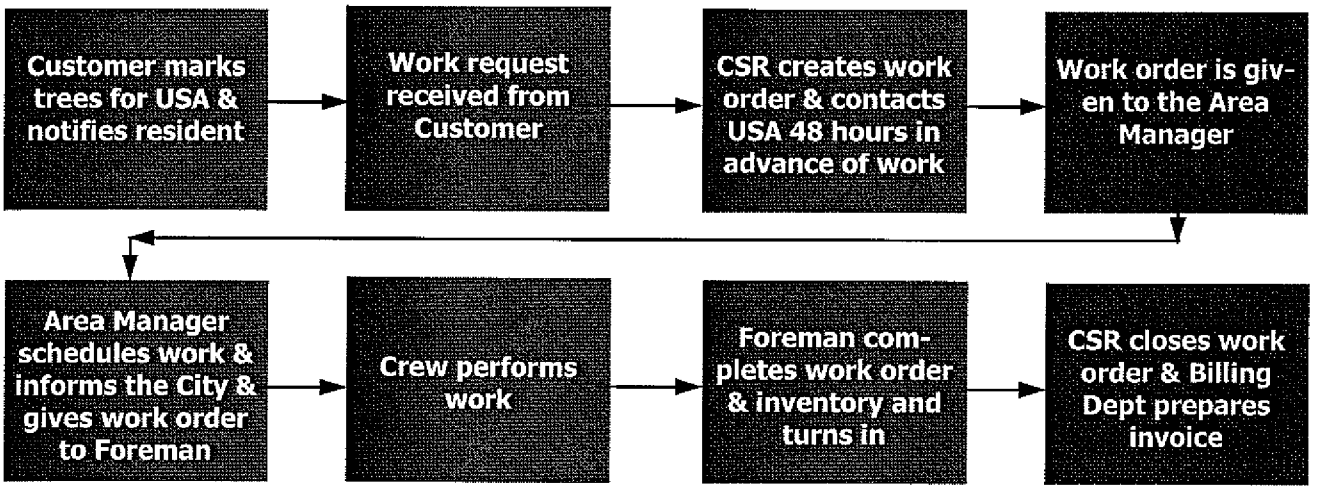

PLANTING FLOWCHART

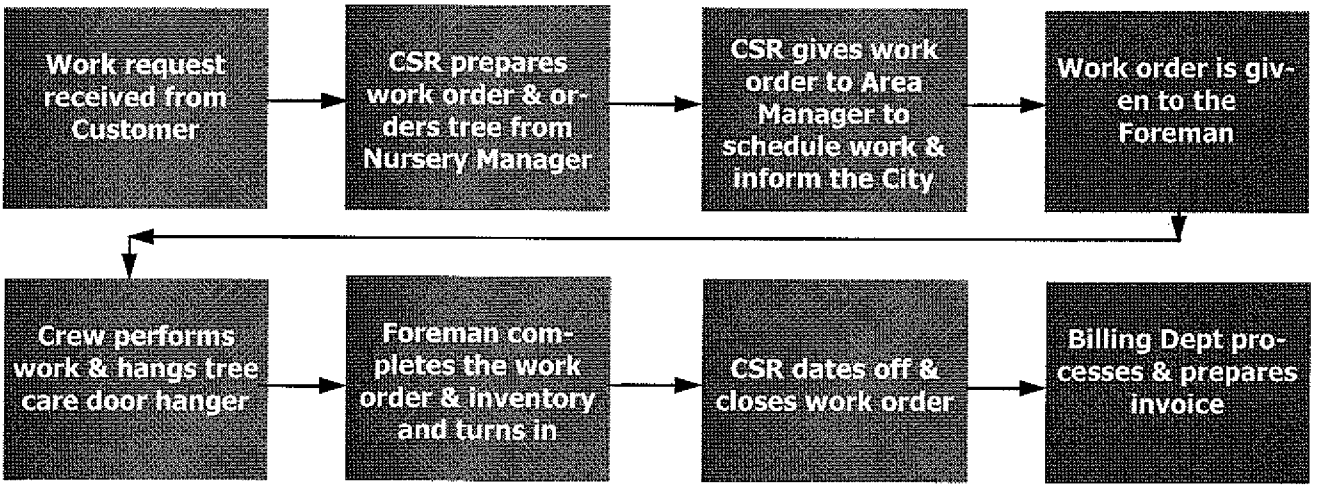

PUBLIC NOTIFICATION

Prior to commencement of grid pruning, WCA will prepare a sample door hanger notice and present it to City staff for approval. Upon approval, we will have the pruning door hangers printed and post them within twenty -four (24) hours prior to the commencement of work, or as directed by the City. Tree planting door hangers will be hung after the tree has been planted. When requiring a response pertaining to tree planting, we will send a letter along with a return postcard to the resident and respectfully request their input. The City should notify WCA if they would like a mailer sent. We will print all notices (and photos for tree planting operations) and distribute them to the residents utilizing a mail addressing software program. Each notice will be sent utilizing City letterhead and envelopes. For special projects and/or routine maintenance, we can also submit a press release to the community newspaper for a more comprehensive outreach. We understand the City may modify the procedure to which to notify residents.

SAMPLE NOTICE

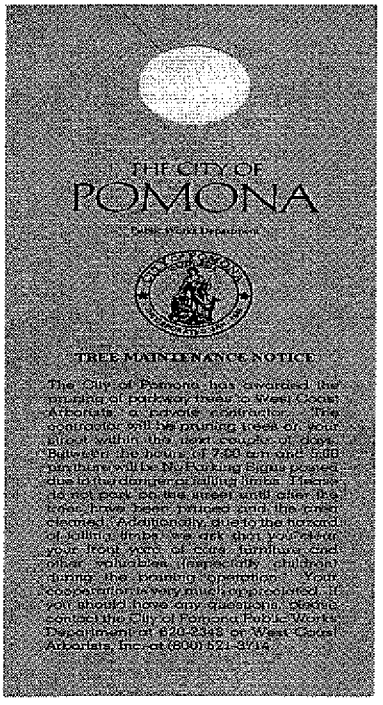
THE CITY OF
POMONA

TREE MAINTENANCE NOTICE

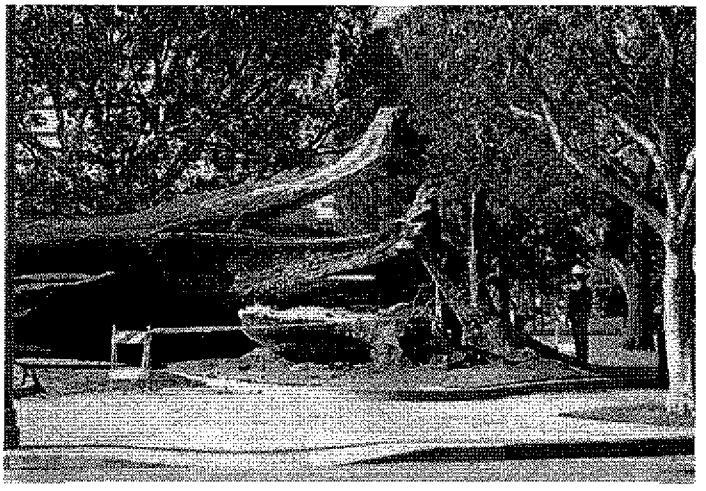

Emergency tree removal operation

COMMUNICATION SYSTEMS

- WCA uses a technologically modern and reliable communications system
- NEXTEL® Digital Radio/Blackberry® email and Internet issued to Area Managers and management team
- NEXTEL® Digital Radio issued to Foremen for maintaining communication with the City and WCA office
- Unlimited access to voicemail message boxes that immediately page the NEXTEL® Digital Phone Systems
- Sprint EVO tablets

EMERGENCY RESPONSE

West Coast Arborists has an Area Manager on call 24 hours a day, 7 days a week, including holidays. The toll free number is 866-LIMB-DOWN (866-546-2369). This number will be provided to the City, Police Department and Fire Department. We will be prepared for emergency calls on a 7-day, 24-hour basis. Our emergency response team will do what is necessary to render the hazardous tree or tree-related condition safe until the following workday. Should the emergency call out occur during normal business hours, contact your Area Manager or Customer Service Representative and one of our teams will respond to the scene and perform the necessary work.

B. TRAFFIC SAFETY

West Coast Arborists, Inc. will set up all traffic control procedures in accordance with the Work Area Traffic Control Handbook (W.A.T.C.H.) and State of California Manual of Traffic Controls as well as the City Traffic and Safety Operating Rules. During the progression of work, WCA will make adequate provisions to insure the normal flow of traffic over the public streets and park roads. Every effort will be made to keep commercial driveways and passageways open to the public during business hours. High visibility arrowboard(s) will be used when needed. Prior to use, the City will approve traffic safety equipment and devices. Pedestrian and vehicular traffic shall be allowed to pass through the work areas only under conditions of safety and with as little inconvenience and delay as possible. Unless the work area is totally barricaded or otherwise kept safe, at least one worker will serve to coordinate safe operations on the ground at all times when work operations are in progress.

EMPLOYEE TRAINING PROGRAM

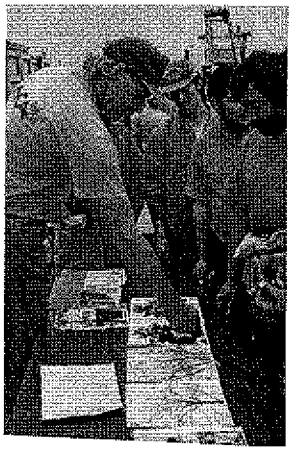

West Coast Arborists, Inc. provides an extensive in-house training curriculum for all employees to broaden their knowledge of the arboriculture field of study. Included in this training are the ISA standards, both Treeworker and Arborist study programs, and a variety of Tree Care Industry Association home study programs. We also offer training courses to our staff in areas of customer service satisfaction, maintaining professional conduct, and Qualified Line Clearance Trimmer Training.

SAFETY PROGRAM

Safety standards are top priority at West Coast Arborists, Inc. Our line of work demands that all work is performed in a manner that provides the maximum safety to the general public as well as our employees. Our crews are instructed to follow the safety standards of ANSI Z133.1 as well as Cal-OSHA requirements. We have one of the most extensive safety training programs in the industry. We provide our employees with state-of-the-art training tools and instructional sessions company wide. Our insurance carriers and Cal-OSHA have recognized us repeatedly for outstanding safety training efforts. We have a full time Safety Trainer that is professionally trained in the field of horticulture. He brings several years experience to the company as well as expertise in training new and existing employees. He administers I.S.A. certification training, in-house crew leader training programs, and new hire orientation training.

ARBORACCESS ONLINE COMPUTER SOFTWARE

WCA has developed a modern, complete, and comprehensive computer program, called ArborAccess Online, with input from many California cities. This Internet driven program was developed based on the needs of our customers and is only accessible by our customers. Since it is a sole-proprietary program, we have the capability to customize the program to our customers' specific needs. The user-friendly program allows customers to store, retrieve, update, delete and add tree records and work histories. Over the past year, we have made significant upgrades to our software program, we are certain that this new development will better serve our customers and provide information more quickly and accurately. ArborAccess Online also features customizable options that allow for additional information to be compiled within the database such as infrastructure assets or sidewalk damage. The information contained in ArborAccess Online is live data that can also be linked directly to a GIS. program, such as ArcView, for geo-coding purposes. By collecting the data using the GPS system, cities can consolidate tree data with other various GPS coded programs. The information management possibilities for data integration are endless for urban forestry management programs that use similar management methods and resources.

DATA ENTRY

Due to the large amount of information we process, we have a full-time Data Entry department that is capable of taking on extra projects. Projects of this nature include inputting of work history performed by City crews or conversion of data to assimilate into ArborAccess.

BILLING

West Coast Arborists has a state-of-the-art invoicing system that is updated on a daily basis. Progress billings will be submitted to the City on a bi-weekly basis, unless otherwise requested. Invoices will reflect an amount complete for the billing period, along with a year-to-date total for that job. Each billing will include a listing of completed work by address, tree species, work performed and appropriate data acceptable to the City. This information will be supplied in hardcopy and immediately accessible on ArborAccess Online. Job balances reflecting the percent of completion for each job can be viewed on ArborAccess Online.

At the end of each day, every crew is responsible for reporting the quantities of work they perform for that day. Internally, we call this process the Call In. This information is radioed into the Customer Service Representative who inputs it into the computer. This information is accessible through job balances immediately in ArborAccess. Once the billing period is complete, the Billing Coordinator runs a Call In report for that date range and compares what was called in to actual hardcopy of the work record inventory. Before the billing is completed, all discrepancies must be resolved and investigated. Once the records balance the invoice is generated and the work history back up is printed to accompany the invoice. The information is immediately stored in the computer and available in ArborAccess.

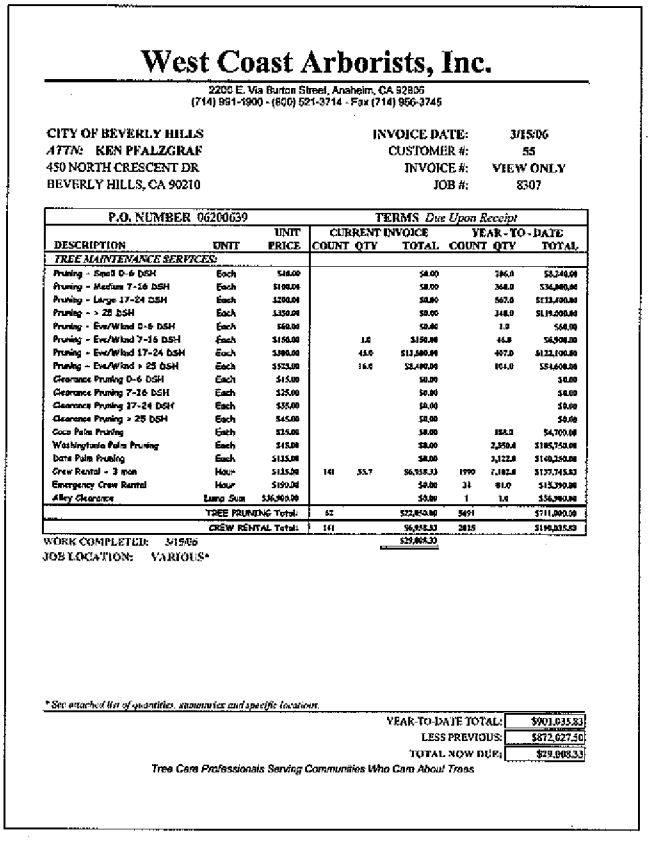

West Coast Arborists, Inc.

2200 E. Via Burton Street, Anaheim, CA 92806
(714) 991-1900 - (800) 521-3714 - Fax (714) 956-3745

CITY OF BEVERLY HILLS
ATTN: KEN PFALZGRAF
450 NORTH CRESCENT DR
BEVERLY HILLS, CA 90210

INVOICE DATE: 3/15/06
CUSTOMER #: 55
INVOICE #: VIEW ONLY
JOB #: 8307

P.O. NUMBER 06200639 — TERMS *Due Upon Receipt*

DESCRIPTION	UNIT	UNIT PRICE	CURRENT INVOICE COUNT	CURRENT INVOICE QTY	CURRENT INVOICE TOTAL	YEAR-TO-DATE COUNT	YEAR-TO-DATE QTY	YEAR-TO-DATE TOTAL
TREE MAINTENANCE SERVICES:								
Pruning - Small 0-6 DSH	Each	$40.00			$0.00		186.0	$8,240.00
Pruning - Medium 7-16 DSH	Each	$100.00			$0.00		368.0	$36,800.00
Pruning - Large 17-24 DSH	Each	$200.00			$0.00		567.0	$113,400.00
Pruning - > 25 DSH	Each	$350.00			$0.00		348.0	$119,000.00
Pruning - Eve/Wind 0-6 DSH	Each	$80.00			$0.00		1.0	$80.00
Pruning - Eve/Wind 7-16 DSH	Each	$150.00		1.0	$150.00		46.0	$6,900.00
Pruning - Eve/Wind 17-24 DSH	Each	$300.00		43.0	$12,900.00		407.0	$122,100.00
Pruning - Eve/Wind > 25 DSH	Each	$525.00		16.0	$8,400.00		104.0	$54,600.00
Clearance Pruning 0-6 DSH	Each	$15.00			$0.00			$0.00
Clearance Pruning 7-16 DSH	Each	$25.00			$0.00			$0.00
Clearance Pruning 17-24 DSH	Each	$35.00			$0.00			$0.00
Clearance Pruning > 25 DSH	Each	$45.00			$0.00			$0.00
Coco Palm Pruning	Each	$35.00			$0.00		188.0	$6,700.00
Washingtonia Palm Pruning	Each	$45.00			$0.00		2,950.0	$188,750.00
Date Palm Pruning	Each	$135.00			$0.00		3,122.0	$140,250.00
Crew Rental - 3 man	Hour	$135.00	141	55.7	$6,358.33	1990	7,102.0	$137,745.83
Emergency Crew Rental	Hour	$160.00			$0.00	31	91.0	$15,390.00
Alley Clearance	Lump Sum	$36,900.00			$0.00	1	1.0	$36,900.00
	TREE PRUNING Total:		42		$22,850.00	5691		$711,800.00
	CREW RENTAL Total:		141		$6,358.33	2015		$190,035.83

WORK COMPLETED: 3/15/06
JOB LOCATION: VARIOUS*

$29,008.33

*See attached list of quantities, summaries and specific locations.

YEAR-TO-DATE TOTAL:	$901,835.83
LESS PREVIOUS:	$872,827.50
TOTAL NOW DUE:	$29,008.33

Tree Care Professionals Serving Communities Who Care About Trees

Sample Invoice

C. GREENWASTE RECYCLING

RECYCLING PROGRAM

WCA's commitment to be a socially responsible corporate partner to our customers and communities is exemplified in our Recycling Program. With the steadily-increasing concern for the ecological health of our communities, West Coast Arborists, Inc. has embarked on a landfill diversion process where all material is taken to recycling facilities where it is used in the production of soil amendments. We are committed to taking all recyclable materials removed from the trees trimmed for the duration of this project to a recycling center for processing. Verification of amounts recycled will be obtained and reported by West Coast Arborists, Inc. via ArborAccess for the purpose of meeting the goals of the State for reducing landfill usage.

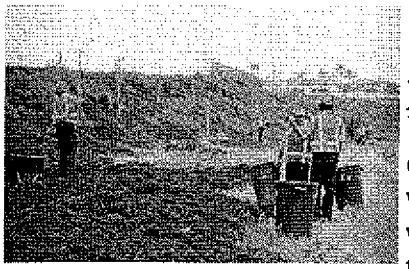

RECYCLED PRODUCTS:

MULCH

Mulch is made from coarse ground branches and leaves. It should be spread on the ground at a rate of six to twelve inches for best effect. Fresh mulch will deplete nitrogen from the surface of the soil which will reduce unwanted weeds. Once the mulch has decayed, it returns nitrogen which helps build the quality of soil for plants. A large amount of tree debris is processed by West Coast Arborists and used in large scale mulching projects for establishing native plants in open space areas.

COMPOST

Compost is made from fine ground branches, leaves or other organic material. When mixed with oxygen and water, the organic material will decay or "compost." A finished compost is excellent for turning into the top layer of soil and will add nitrogen and increase the water holding capacity of soil. You can make compost at home in a pile in your yard or in a bin that you make or purchase. Large scale composting is done at regional recycling facilities.

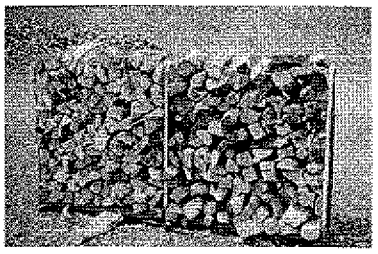

FIREWOOD

Firewood is traditionally the most common use of large branches and logs. Firewood is used to heat homes during winter months. West Coast Arborists takes logs to a yard in Irvine where a firewood retailer splits and resells the firewood to local residents.

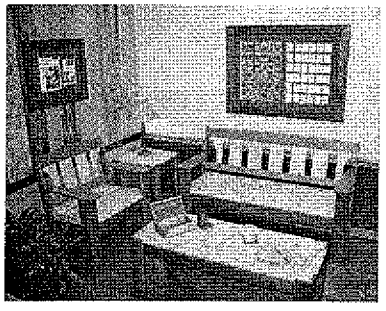

LOGS TO LUMBER

Currently West Coast Arborists is looking for new and better ideas for the use of tree logs. An old idea with a new approach is converting city trees into usable lumber. WCA worked on a twelve month trial program with the California Department of Forestry and Fire Protection to create an environmentally sound and socially responsible alternative to importing lumber from other areas, reducing our demand on trees from natural forests. WCA has demonstrated its

ASSEMBLY BILL 939 (AB939)

The management of solid waste has become a major issue in California and throughout the country. Not only are we producing an increasing amount of solid waste each year, but we are running out of places to put it. Because of the concern about water and air pollution associated with landfills, the opportunities to develop additional disposal capacity are limited.

To address these issues, the Governor of California signed into law on September 29, 1989, Assembly Bill 939 (AB 939). The law fundamentally restructured the state's approach to solid waste management. AB 939 established an integrated waste management hierarchy in the following order of importance:

- Source reduction
- Recycling and composting
- Environmentally safe transformation and land disposal of solid wastes

AB 939 requires that each California county and incorporated city prepare a Source Reduction and Recycling Elements (SRRE) report which shows how they will meet solid waste diversion goals of 50 percent by the year 2000 and beyond.

West Coast Arborists, Inc., offers a multitude of waste diversion opportunities to cities including mulch, compost, firewood and logs to lumber. In an effort to provide cities with valued information pursuant to AB 939 requirements, we provide immediate reporting capabilities through ArborAccess at no additional cost.

SAMPLE RECYCLING REPORT

CITY OF TUSTIN
From 1/1/06 to 1/31/06

Green Waste Recycling Report
By Individual Customer - All Job #

Date	Job #	Truck	Recycling Site	Material	Weight
01/03/06	8499	R17	TIERRA VERDE RECYCLING	BRUSH	8.33
01/04/06	8498	D40	CVT RECYCLING	PALM	6.21
01/04/06	8499	R09	TIERRA VERDE RECYCLING	BRUSH	13.73
01/06/06	8499	D40	TIERRA VERDE RECYCLING	CHIP	4.86
01/10/06	8497	D40	TIERRA VERDE RECYCLING	PALM	4.54
01/11/06	8497	D40	TIERRA VERDE RECYCLING	CHIP	5.17
01/12/06	8499	D40	CVT RECYCLING	CHIP	5.92
01/12/06	8499	D40	TIERRA VERDE RECYCLING	CHIP	6.85
01/12/06	8499	D40	TIERRA VERDE RECYCLING	CHIP	6.80
01/13/06	8499	D40	TIERRA VERDE RECYCLING	CHIP	7.43
01/16/06	8497	D40	TIERRA VERDE RECYCLING	CHIP	3.53
01/17/06	8791	R17	TIERRA VERDE RECYCLING	BRUSH	5.20
01/17/06	8497	D40	CVT RECYCLING	CHIP	5.49
01/18/06	8497	D40	TIERRA VERDE RECYCLING	CHIP	5.79
01/19/06	8497	D40	TIERRA VERDE RECYCLING	CHIP	6.51
01/19/06	8499	R09	CVT RECYCLING	PALM	10.61
01/19/06	8499	R09	TIERRA VERDE RECYCLING	BRUSH	7.12
01/20/06	8497	D40	TIERRA VERDE RECYCLING	CHIP	5.73
01/24/06	8497	D62	CVT RECYCLING	CHIP	5.00
01/24/06	8497	D40	TIERRA VERDE RECYCLING	CHIP	6.09
01/25/06	8497	D62	TIERRA VERDE RECYCLING	CHIP	7.44
01/26/06	8497	D62	CVT RECYCLING	CHIP	6.25
01/27/06	8497	D40	TIERRA VERDE RECYCLING	PALM	5.98
				TOTAL	150.58

VI. LIST OF SUBCONTRACTORS

A. SUBCONTRACTORS:

In compliance with the provisions of Government Code, Section 4102, the undersigned Proposer sets forth the name and location (address) of the place of business of each subcontractor who will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
N/A		

VII. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE _____

PRINTED NAME Patrick Mahoney

TITLE President

COMPANY NAME West Coast Arborists, Inc.

DATE 10/15/11

VIII. PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the Moreno Valley Community Services District and West Coast Arborists, Inc., and further , the aforesaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind West Coast Arborists, Inc. to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT (PRINTED), SIGNED AND DATED

SIGNATURE _____

PRINTED NAME Patrick Mahoney

TITLE President

COMPANY NAME West Coast Arborists, Inc.

DATE 10/15/11

SCHEDULE II

R.F.P. NO. 2011 TREE TRIM/REMOVAL
PROJECT NO. 2011 TREE TRIM/REMOVAL

PARKWAY AND MEDIAN
TREE TRIMMING AND REMOVAL

I. BID SCHEDULE

PROPOSER: West Coast Arborists, Inc.
(Company Name)

ZONE	NO. OF TRIMS	COST PER TRIM	NO. OF REMOVALS	COST PER REMOVAL	TOTAL COST TRIM/REMOVAL
E-1	124	35.00	1	175.00	4,515.00
E-1A	25	75.00	0	350.00	1,875.00
E-2	188	35.00	18	175.00	9,730.00
E-3	393	35.00	23	175.00	17,780.00
E-4	204	35.00	81	175.00	21,315.00
E-7	75	35.00	0	350.00	2,625.00
E-8	36	75.00	0	700.00	2,700.00
E-12	0	125.00	0	1500.00	0.00
E-14	39	75.00	0	350.00	2,925.00
E-15	50	35.00	0	700.00	1,750.00
E-16	35	75.00	5	175.00	3,500.00
DSG-1	96	35.00	18	175.00	6,510.00
DSG-2N	184	35.00	16	175.00	9,240.00
DSG-2S	198	35.00	3	175.00	7,455.00
S	0	225.00	0	1500.00	0.00
M	15	75.00	1	175.00	1,300.00
TOTALS	**1,662**	64,170.00	~~216~~ 166	29,050.00	93,220.00

The Total Amount of the Proposal In:

Figures: $93,220 and 00 /100's Dollars

Words: Ninety Three Thousand, Two Hundred Twenty and 00 /100's Dollars

The Contractor shall furnish all labor, equipment, and materials necessary to provide parkway and median tree trimming/removal services as set forth in Exhibit A: Scope of Work of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 1 & 2 **has/have been received and is/are made a part of this proposal.**

(AUTHORIZED SIGNATURE AND TITLE) 10/15/11 (DATE)

II. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work, include:

UNIT PRICES (Includes all labor and materials)

1. Tree Trimming (per Service Request)
   - a. 0" – 6" dbh @ $ 35.00 ea
   - b. 7" – 15"dbh @ $ 75.00 ea
   - c. 16" – 23"dbh @ $ 125.00 ea
   - d. 24" & larger dbh @ $ 225.00 ea

2. Tree & Stump Removal @ $ 20.00 ea
   Per inch dbh
3. Stump Removal Only @ $ 7.00 ea
   Per inch dbh
4. 3 man crew with equipment @ $ 180.00 per hr.
5. 3 man crew with equipment @ $ 1,440.00 per 8 hr. day
6. Emergency Response @ $ 80.00 per man/ per hour
7. Specialty Equipment w/ Operator @ $ 120.00 per hour
   -Crane & 95' Aerial Tower

PROPOSER: West Coast Arborists, Inc.
(Company Name)

III. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, Section 1 (Schedule II) A. "Bid Schedule"):

Ninety Three Thousand, Two Hundred Twenty
(Dollar Amount in Words)

$ $93,220.00
(Dollar Amount in Figures)

Date: 10/15/11

Proposer: West Coast Arborists, Inc.
(Company Name)

By: _____
(Signature)

Title: President

State License Number and Classification: 366764 C27/C61/D49

If a corporation, complete the following:
INCORPORATED UNDER LAWS OF THE STATE OF California

PRESIDENT Patrick Mahoney

(Corporate Seal)

SECRETARY Richard Mahoney

IV. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is a cashier's check, or a certified check, or a Proposal Surety Bond for 10% the amount of bid, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated 10/13/2011

Signature of Proposer

By Patrick Mahoney

Address of Proposer 2200 E. Via Burton St.
Anaheim, CA 92806

Telephone Number of Proposer (714) 991-1900

Names and Addresses of Members of the Company:
Patrick Mahoney, President- 191 Cobblestone Ln., Anaheim, CA 92806
Richard Mahoney, Secretary- 565 Peralta Hills Dr., Anaheim, CA 92807
Rose Epperson, Treasurer-32622B Success Valley Dr., Porterville, CA 93257

(If a Corporation)

Signature of Proposer

By Patrick Mahoney

Title President

Business Address 2200 E. Via Burton St.
Anaheim, CA 92806

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of	California
State License Number and Classification	366764 C27/C61/D49
PRESIDENT	Patrick Mahoney
SECRETARY	Richard Mahoney
TREASURER	Rose Epperson

(Corporate Seal)

V. PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we WEST COAST ARBORISTS, INC.

_____, as

principals, and CONTRACTORS BONDING AND INSURANCE COMPANY, a duly

authorized corporate surety: Business Address 111 PACIFICA STE 350,

IRVINE CA 92618,

Phone (949) 341-9110, are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of TEN PERCENT OF AMT. BID Dollars, ($ 10% OF BID AMT.), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly, and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about to hand in and submit to the Board of Directors of the Moreno Valley Community Services District, a proposal for **PROJECT NO. PMTTRES/11 PARKWAY AND MEDIAN TREE TRIMMING AND REMOVAL,** for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said Board of Directors, and if the said principal shall fail or neglect to enter into a Contract therefore within the required time, then in that case the undersigned obligors will pay to the Moreno Valley Community Services District the full sum of TEN PERCENT OF THE AMT. BID Dollars, ($ 10% OF BID AMT.), as liquidated damages for such failure and neglect.

PROVIDED, HOWEVER, THAT PERFORMANCE AND PAYMENT BONDS SHALL BE ISSUED ON AN ANNUALLY RENEWABLE BASIS.

WITNESS our hands this 13th day of OCTOBER, 2011.

(SIGNATURE PAGE FOLLOWS)

Proposal Surety Bond (cont.)

PRINCIPAL	CORPORATE SURETY
Name: **WEST COAST ARBORISTS, INC.**	Name: CONTRACTORS BONDING AND INSURANCE COMPANY
Address: 2200 E. VIA BURTON STREET	Address: 111 PACIFICA SUITE 350
ANAHEIM, CA 92806	IRVINE, CA 92618
Tel. No.: 714/991-1900	Tel. No.: (949) 341-9110
By: PATRICK MAHONEY, PRESIDENT	By: Attorney-in-Fact MICHAEL D. STONG

SIGNING INSTRUCTIONS

- **The Bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.**
- **The Bond shall include attached Notary Certificates for the Attorney-in-Fact and the Principal.**
- **The Bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).**
- **The Bond shall include the address at which the Principal and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).**

If any of the above items are omitted, the proposal will be considered non-responsive and will be rejected.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On 10/13/11 before me, R. NAPPI "NOTARY PUBLIC",
(Here insert name and title of the officer)

personally appeared MICHAEL D. STONG,

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

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

WITNESS my hand and official seal.

R. Nappi

Signature of Notary Public

(Notary Seal)

RRS1 R. NAPPI COMM. #1796916 NOTARY PUBLIC - CALIFORNIA RIVERSIDE COUNTY My Comm. Expires June 7, 2012 RRS1

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

2008 Version CAPA v12.10.07 800-873-9865 www.NotaryClasses.com

Contractors Bonding and Insu[illegible] Company
1213 Valley Street
P.O. Box 9271
Seattle, WA 98109-0271

POWER [illegible]F ATTORNEY
Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **Contractors Bonding and Insurance Company**, a Washington corporation, does hereby make, constitute and appoint: Jeremy Pendergast, Rosemary Nappi, Michael D. Stong, jointly or severally,

in the City of Riverside, State of California its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million and 00/100 Dollars ($10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **Contractors Bonding and Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **Contractors Bonding and Insurance Company**, and now in force to-wit:

> **"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."**

IN WITNESS WHEREOF, the **Contractors Bonding and Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 11th day of July, 2011.

CONTRACTORS BONDING AND INSURANCE COMPANY
CORPORATE
SEAL
1979
WASHINGTON

Contractors Bonding and Insurance Company

Roy C. Die — Vice President

State of Washington } SS
County of King

On this 11th day of July, 2011, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

Joseph B. Muller — Notary Public

Notary Public
State of Washington
JOSEPH B. MULLER
MY COMMISSION EXPIRES
March 29, 2012

CERTIFICATE

I, the undersigned officer of **Contractors Bonding and Insurance Company**, a stock corporation of the State of Washington, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **Contractors Bonding and Insurance Company** this 13th day of October, 2011.

Contractors Bonding and Insurance Company

Roy C. Die — Vice President

0475572032912

A0059511

Item No. B.6

MV00213107

VI. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF Orange)§

(NAME) Patrick Mahoney, affiant being first duly sworn, deposes and says:

That he or she is President of
(sole owner, partner or other proper title)

West Coast Arborists, Inc. the party making the
(Contractor)
foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: West Coast Arborists, Inc.

Bidder's Address: 2200 E. Via Burton St.

Anaheim, CA 92806

Telephone No.: (714) 991-1900

(Signature of Bidder) President (Title)

ALL SIGNATURES MUST BE NOTARIZED

APPENDIX A: PREVAILING WAGE DETERMINATION

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

DETERMINATION: SC-LML-2008-1
ISSUE DATE: February 22, 2008
EXPIRATION DATE OF DETERMINATION: December 31, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

		Employer Payments					Straight-Time		Overtime
LOCALITY:	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2X
Imperial	$8.00	-	-	[a] 0.115	0.17	-	8	[b] 8.285	[b] 12.285
Inyo, Mono and San Bernardino	8.00	-	-	0.30	0.17	-	8	8.47	12.47
Kern	8.00	-	-	[c] 0.16	0.17	-	8	[b] 8.33	[b] 12.33
	10.00	-	-	[d] 0.27	0.46	-	8	[b] 10.73	[b] 15.73
Los Angeles	8.00	0.89	-	[e] 0.115	0.14	-	8	[b] 9.145	[b] 13.145
Orange	8.00	-	-	[f] 0.11	0.11	-	8	[b] 8.22	[b] 12.22
Riverside	8.00	-	-	[g] 0.20	0.16	-	8	[b] 8.36	[b] 12.36
San Diego	8.00	-	-	0.22	0.115	-	8	8.335	12.335
	8.00	-	-	0.24	0.12	-	8	8.36	12.36
San Luis Obispo	8.00	-	-	[k] 0.15	0.15	-	8	8.30	12.30
	8.00	-	-	[l] 0.16	0.16	-	8	8.32	12.32
Santa Barbara	8.00	-	-	[h] 0.12	0.12	-	8	[b] 8.24	[b] 12.24
	8.00	-	-	[i] 0.13	0.13	-	8	[b] 8.26	[b] 12.26
Ventura	8.00	-	-	0.115	0.16	-	8	8.275	12.275
	8.00	2.97	-	[j] 0.19	0.26	-	8	[b] 11.42	[b] 15.42

Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

[a] $0.22 after 3 years of service.
[b] Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
[c] $0.31 after 2 years of service.
[d] $0.54 after 2 years of service: $0.81 after 3 years of service.
[e] $0.24 after 3 years of service: $0.37 after 7 years of service.
[f] $0.22 after 4 years of service.
[g] $0.40 after 3 years of service.
[h] $0.23 after 2 years of service.
[i] $0.27 after 2 years of service.
[j] $0.38 after 3 years of service.
[k] $0.29 after 2 years of service.
[l] $0.31 after 2 years of service.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Travel and subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

18C

APPENDIX B: MONTHLY REPORT FORM

MONTHLY REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT

PROJECT NO._____ MONTH OF _____,20___

LOCATION OF TREES TRIMMED/REMOVED	NUMBER OF TREES TRIMMED/REMOVED	COMPLAINTS • DATE(S) RECEIVED • COMPLAINT/ACTION • DATE CORRECTED	HAZARDS • DATE(S) NOTED • HAZARD TYPE • MVCSD NOTIFIED • DATE CORRECTED	
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

APPENDIX C: GREENWASTE REPORT FORM

MORENO VALLEY COMMUNITY SERVICES DISTRICT
-MONTHLY GREENWASTE REPORT-
FOR

MONTH:_____ YEAR:_____

1. **Source of greenwaste (Project No./Location):_____**

   _____

2. **Amount of greenwaste generated from above source (by weight):**
   _____**LBS. –or- TONS.**

3. Name, address, and phone number of recycle accepting greenwaste:

   - **Company Name:**_____
   - **Address:**
     _____
     _____
   - **Phone**
   - **Number: (_____)**_____

4. **Amount of greenwaste-source products (mulch, compost, top dressing, and soil amendments, etc.) furnished to Project (by weight):**

   _____ **LBS. -or- TONS.**

5. **Name, address, and phone number of recycle supplying greenwaste-source products to Project (if different from No. 3 above):**

   _____

   _____

   _____

CONTRACTOR:_____

ADDRESS:_____

PHONE:_(_____)_____

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MV00213112

MINUTES - REGULAR MEETING OF JULY 9, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00213114

MINUTES - REGULAR MEETING OF JULY 9, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00213116

APPROVALS	
BUDGET OFFICER	me
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: August 27, 2013

TITLE: PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 291-650-011 BALLOTING FOR NPDES

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Accept public comments regarding the mail ballot proceeding for Assessor Parcel Number (APN) 291-650-011 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

To comply with the 1972 Federal Clean Water Act, Land Development, a division of the Public Works Department, requires that new development projects participate in the appropriate NPDES regulatory rate to fund federally mandated programs. The City Council adopted the residential regulatory rate on June 10, 2003, and the commercial/industrial regulatory rate on January 10, 2006.

Conditions of Approval for APN 291-650-011 require that the property owner provide a funding source to help support the Stormwater Management program. Approving the NPDES maximum commercial/industrial regulatory rate through a mail ballot proceeding fulfills this requirement.

DISCUSSION

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, a mail ballot proceeding is being conducted to give the property owner of APN 291-650-011 the option to approve or oppose the collection of the NPDES maximum commercial/industrial regulatory rate on the property tax bill or as a monthly charge on a utility bill. Property owners are given two opportunities to address the legislative body regarding the charge(s) they are being balloted on. These two opportunities are the Public Meeting on August 27, 2013 and the Public Hearing on September 10, 2013, when the results of the ballot proceeding will be announced.

Public agencies are to obtain Permits to discharge urban stormwater runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels. New development projects are subject to the current NPDES Permit requirements for stormwater management as mandated by the Federal Clean Water Act. If approved by the property owner, the City will annually inspect site design, source and treatment control Best Management Practices, monitor maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State. Provided the mail ballot is approved, the City will also be authorized to levy the NPDES maximum commercial/industrial regulatory rate on the annual property tax bill or as a monthly charge on a utility bill.

ALTERNATIVES

1. **Accept public comments** regarding the mail ballot proceeding for APN 291-650-011 for approval of the NPDES Maximum Commercial/Industrial Regulatory Rate. *By accepting public comment, the City complies with Proposition 218 state statutes for providing public comment.*

2. **Do not accept public comments** regarding the mail ballot proceeding for APN 291-650-011 for approval of the NPDES Maximum Commercial/Industrial Regulatory Rate. *This alternative would be contrary to state statutes and would require the noticing period for the mail ballot proceeding to begin again.*

FISCAL IMPACT

For fiscal year (FY) 2013/14, the NPDES Maximum Commercial/Industrial Regulatory Rate is $223 per parcel. Beginning FY 2014/15, the NPDES Maximum Commercial/Industrial Regulatory Rate shall be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

The NPDES rates collected from property owners support the current Permit programs and reduce the level of General Fund support necessary to remain in

compliance with unfunded federal mandates, as administered by the State. Funds collected from the NPDES rates are restricted for use only within the Stormwater Management program.

CITY COUNCIL GOALS

Advocacy
Management of the stormwater will ensure that water pollutants are discharged in compliance with federal mandates and City policies.

Revenue Diversification and Preservation
The NPDES maximum commercial/industrial regulatory rate provides funding for program costs, which includes administration.

SUMMARY

The action before the City Council is to accept public comments regarding the mail ballot proceeding for APN 291-650-011.

NOTIFICATION

The property owner of APN 291-650-011 has been given a 45-day noticing period to review the ballot documents. The documents included a notice to the property owner, map of the project area, ballot, instructions for marking and returning the ballot, and a postage-paid envelope for returning the ballot to the City Clerk. (See Attachment 1.)

Newspaper advertising for the August 27, 2013, Public Meeting and September 10, 2013, Public Hearing was published in The Press-Enterprise on August 8, 2013. Additionally, the Public Hearing notification was published on August 22 and will be published again on August 29, 2013.

ATTACHMENTS

Attachment 1: Miguel's Jr mail ballot packet

Prepared by:
Jennifer Terry,
Management Analyst

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred by:
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MOVAL.ORG

MORENO VALLEY
WHERE DREAMS SOAR

14331 FREDERICK STREET, SUITE 2
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

SDG Investments LLC
P.O. Box 1083
Corona, CA 92878

July 3, 2013

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE FOR APN 291-650-011

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of Assessor's Parcel Number (APN) 291-650-011 the opportunity to express support for or opposition to the approval of the NPDES Maximum Commercial/Industrial Regulatory Rate and services. Approval of the NPDES Maximum Commercial/Industrial Regulatory Rate through a mail ballot proceeding will fulfill the Conditions of Approval to provide a funding source for the NPDES program.

Background

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

Services Provided

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements.

How is the Amount of the Charge Determined?

Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owner.

Proposed Charge

For FY 2013/14, the NPDES Maximum Commercial/Industrial Regulatory Rate is $223 per parcel. The total amount of the NPDES rates levied for FY 2012/13 for the program as a whole was $409,809.00.

Annual Adjustment

Beginning in FY 2014/15, the NPDES Maximum Commercial/Industrial Regulatory Rate shall be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 291-650-011 (and any division thereof) and shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. The NPDES Maximum Commercial/Industrial Regulatory Rate will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Meeting	Public Hearing
Tuesday, August 27, 2013 6:00 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, September 10, 2013 6:00 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Approval of the Charges is Approved

Approval of the NPDES Maximum Commercial/Industrial Regulatory Rate will be confirmed if the ballot is marked in favor of the NPDES rate. Approving the NPDES Maximum Commercial/Industrial Regulatory Rate through a mail ballot proceeding will fulfill the Conditions of Approval to provide a funding source for the NPDES program.

Effect if Approval of the Charges is Not Approved

Not approving the NPDES Maximum Commercial/Industrial Regulatory Rate to meet federally mandated NPDES Permit requirements may result in noncompliance with the Conditions of Approval. If the returned valid ballot is marked opposing the NPDES rate, then the rate will not be levied on the property tax bill.

For More Information

If you have any questions about the proposed program, the annual rate, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a

Division of the Financial and Management Services Department, Monday through Thursday from 7:30 a.m. to 6:00 p.m. at 951.413.3505 or via email at JenniferT@moval.org.

Completing Your Ballot

The enclosed ballot shall be submitted to the City Clerk in support of or opposition to the proposed program and annual charge. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballot are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed program and annual rate **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your completed ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, September 10, 2013**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

- ☑ A check mark substantially inside a box;
- ☒ An X mark substantially inside a box;
- ◉ A dot or oval mark substantially inside a box;
- ■ A completely shaded or filled mark substantially inside a box;
- A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;
- A circle around the box and/or associated clause; or
- A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

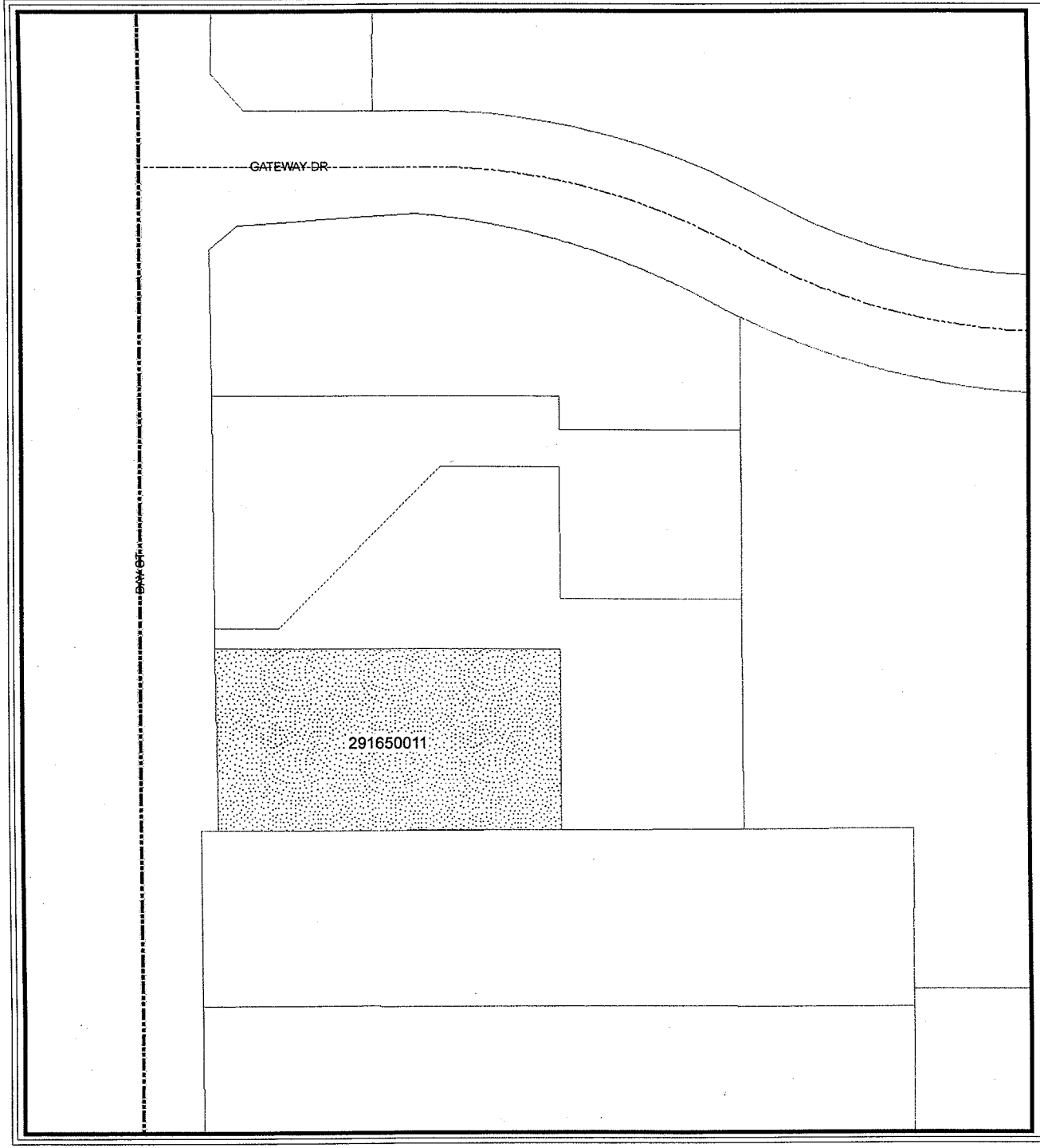

Miguel's Jr Restaurant
PA12-0055

Median
Landscaped Areas

APN

291650011
Roads
Parcels
City Boundary

Map reflects all changes indicated on Riverside County Assessor Maps as of July 1, 2013.

N

0 75 150 225 300 Feet

G:\AVP\SDA\Miguel's Jr PA12-0055.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
NPDES Administration			**Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance**		
(Not covered by CSA 152) Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.		
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics					
PROPOSED PARCEL RATE	**Per Month** **$2.67**	**Per Year** **$32.00**	**PROPOSED PARCEL RATE**	**Per Month** **$12.58**	**Per Year** **$151.00**

Inflation Factor Adjustments

FY 2006/2007 - 4.5% = ($33.00 & $158.00)
FY 2007/2008 - 3.1% = ($34.00 & $163.00)
FY 2008/2009 - 4.2% = ($35.00 & $170.00)
FY 2009/2010 - no change = ($35.00 & $170.00)
FY 2010/2011 - no change = ($35.00 & $170.00)
FY 2011/2012 - 3.8% = ($36.00 & $176.00)
FY 2012/2013 - 2.7% = ($37.00 & $181.00)
FY 2013/2014 - 2.0% = ($38.00 & $185.00) rounded to the nearest dollar

OFFICIAL MAIL BALLOT for
Assessor's Parcel Number (APN) 291-650-011

National Pollutant Discharge Elimination System (NPDES) Maximum Commercial/Industrial Regulatory Rate

YES* — as property owner of APN 291-650-011, **I approve** the NPDES Maximum Commercial/Industrial Regulatory Rate and services. For fiscal year (FY) 2013/14, the NPDES Maximum Commercial/Industrial Regulatory Rate is $223 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2014/15, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APN 291-650-011, **I do not approve** the NPDES Maximum Commercial/Industrial Regulatory Rate and services. I understand that not approving the NPDES Maximum Commercial/Industrial Regulatory Rate to fund federally mandated NPDES Permit requirements shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
291-650-011 (and any division thereof)	☐	☐	$223

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on September 10, 2013, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope prior to the close of the September 10, 2013 Public Hearing

MV00213126

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Thomas M. DeSantis, Assistant City Manager

AGENDA DATE: August 27, 2013

TITLE: MONTHLY REPORT: MORENO VALLEY ANIMAL SHELTER ADOPTION RATE

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Receive and file the Monthly Report: Moreno Valley Animal Shelter Adoption Rate for the periods of May 1, 2013 to May 31, 2013 and June 1, 2013 to June 30, 2013.

BACKGROUND

The City Council has challenged staff to increase adoptions and decrease euthanasia rates at the Moreno Valley Animal Shelter. Ongoing evaluation of programs and services, along with increasing public awareness will remain key elements to our success in increasing adoptions of homeless pets from our Shelter.

DISCUSSION

As a follow up to the December 18, 2012 City Council Study Session on Animal Shelter operations, Mayor Owings asked that monthly staff reports be prepared to keep the public informed of the City's progress and the ongoing need to increase pet adoptions and other programs to reduce the number of homeless animals euthanized.

The May and June 2013 reports reveal a Placement (Returned to Owners, Transfer or Adoption) Rate of 41% and 38% respectively, which represents an increase over last year's Placement Rate by 11% for May and 8% for June. Other factors which are noteworthy include:

- The number of cats taken in at the Shelter during May and June 2013 continue to increase each month which is expected during the breeding season. The good news is the intake of cats has declined when compared to May and June 2012 by 5% and 7% respectively.
- The number of dogs taken in at the Shelter during May and June 2013 declined as compared to May and June 2012 by 14% and 28% respectively.
- The number of dog adoptions during May and June 2013 increased as compared to a year ago in May and June 2012 by 54% and 49% respectively.
- The number of cat adoptions remained unchanged in June 2013 as compared to June 2012. There was a decrease in the number of cat adoptions by 22% in May 2013 as compared to May 2012.
- The number of dogs euthanized decreased in May 2013 by 47% when compared to May 2012. Dogs euthanized in June 2013 also decreased by 35% compared to June 2012.
- The number of cats euthanized decreased in May 2013 by 16% compared to May 2012 although experienced a minor increase of 2% in June 2013 compared to June 2012.
- The 16 pets for which adoptive homes could not be found in May 2013 constituted just over 3% of all pets euthanized in our Shelter while in June 2013, the 24 pets not adopted accounted for 4% of all pets euthanized.

Staff wishes to thank the following Moreno Valley businesses who have sponsored and promoted the Moreno Valley Animal Shelter during the 2013 ASPCA Rachael Ray $100 K Challenge:

- Bud's Tire & Wheel
- Costco Wholesale – Moreno Valley
- Estates Furniture
- Family Music Room
- Moreno Valley Mall
- Visterra Credit Union
- Yogurtland
- Steer 'n Stein
- Zapata's Mexican Restaurant
- Merck Home Again Microchips
- Olive Garden
- Lasselle Place Apartments
- White's Bikes
- Your Villa Shopping Guide
- City News Group – Moreno Valley City News
- Pop 'n Mama Organic Kettle Corn

These local businesses partnering with the Moreno Valley Animal Shelter is a great example of a public-private partnership that benefits local business, the community and our pets from the Animal Shelter.

The Animal Shelter would like to thank the Parks and Community Services Department for allowing adoptable pets to be highlighted at the City's Summer Concert Series and Movies in the Park. In addition the Animal Shelter would like to thank the City Manager's Office, Media and Communications for their efforts in highlighting the Animal Shelter during the 2013 ASPCA Rachael Ray $100K Challenge.

June Events

During June 2013, the first month of the ASPCA Rachael Ray $100K Challenge, the Animal Shelter participated in 8 special adoption events, both on site and at off-site locations, realizing an increase of 49% in the number of dogs adopted along with a 35% reduction in the euthanasia of dogs as compared to June 2012.

July Events

The Animal Shelter participated in the following special events:

- Pet Adoption Event – Moreno Valley Animal Shelter – Sunday, July 7th.
- Moreno Valley Mall's Concert Series – Every Wednesday evening from 6:30 p.m. to 8:30 p.m. on July 10th, 17th, 24th & 31st.
- Movies at the Park hosted by the Parks and Community Services Department every Thursday evening at the CRC Park on July 11th, 18th and 25th.
- 4th of July Parade – Winner of the 2013 Chamber of Commerce Award

CITY COUNCIL GOALS

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

ATTACHMENTS

Attachment 1 – Moreno Valley Animal Shelter Intake /Disposition Report – May 2013

Attachment 2 – Moreno Valley Animal Shelter – May 2013 – Euthanasia Statistics

Attachment 3 – Moreno Valley Animal Shelter Intake / Disposition Report – June 2013

Attachment 4 – Moreno Valley Animal Shelter – June 2013 – Euthanasia Statistics

Prepared By:
Steve Fries
Animal Services Division Manager

Department Head Approval:
Thomas M. DeSantis
Assistant City Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Moreno Valley Animal Shelter
Intake / Disposition Report –May 2013
Report Date 6/1/2013

Intake	Dogs	Cats	Other	Total
Owner Surrender	48	6	0	54
Live Stray	458	302	27	787
Confiscated (Cruelty/Neglect/Aggressive)	9	2	0	11
Returns	8	3	0	11
Quarantine	2	1	0	3
DOAs	65	53	19	137
On-Hand at Shelter 5/1/13	206	83	4	293
Total	**796**	**450**	**50**	**1,296**

Disposition	Dogs	Cats	Other	Total
On – Hand At Shelter 6/1/13	211	112	6	329
Escaped/Stolen	3	9	0	12
DOAs	65	53	19	137
Died in Kennel	0	2	0	2
Died at Vet	1	0	0	1
Foster	4	13	0	17
Euthanized	203	249	15	467*
Transfer	0	0	9	9**
Return to Owners	79	3	0	82**
Adopted	230	9	1	240**
Total	**796**	**450**	**50**	**1,296**

Summary Statistics: The statistics below reflect outcomes on the number of pets placed vs. those which could not be adopted. Figures are based upon the total number of pets available for placement, and does not reflect the number of animals which remained on-hand, or those which were deceased upon arrival and/or while under care. These categories are marked with * above. For the month of May 2013, the number of pets upon which statistics are calculated totaled: 798

*Euthanasia Rates: 59% (467) See Detailed Report

Unadopted:	3.4% (16)
Contagious Disease	28.3% (132)
Medical/Behavioral/Other:	68.3% (319)

**Placement Rate: 41% (331) Reflects Return to Owners, Transfer, Adopted

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MV00213132

Moreno Valley Animal Shelter

May 2013 – Euthanasia Statistics

Outcome Sub-Type	Dogs	Cats	Others	Total
Medical/Vet Rec.	75	22	15	112
Owner Requested	5	0	0	5
Contagious Disease	85	47	0	132
Feral	0	98	0	98
Aggressive Behavior Observed	21	0	0	21
Not Adopted*	16	0	0	16
Other**	1	82	0	83
Total	**203**	**249**	**15**	**467**

*Not Adopted: euthanized for considerations such as placement potential, time in shelter, humane considerations.

** Other-Cats: too young/newborns-impounded w/o their mothers per Food & Agricultural Code 17006.

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MV00213134

Moreno Valley Animal Shelter
Intake / Disposition Report –June 2013
Report Date 7/1/2013

Intake	Dogs	Cats	Other	Total
Owner Surrender	61	36	1	98
Live Stray	459	293	33	785
Confiscated (Cruelty/Neglect/Aggressive)	24	0	0	24
Returns	7	1	0	8
Quarantine	3	0	0	3
DOAs	41	38	21	100
On-Hand at Shelter 6/1/13	211	112	6	329
Total	**806**	**480**	**61**	**1,347**

Disposition	Dogs	Cats	Other	Total
On – Hand At Shelter 6/1/13	190	63	1	254
Escaped/Stolen	2	15	0	17
DOAs	41	38	21	100
Died in Kennel	4	3	0	7
Died at Vet	0	0	0	0
Foster	4	15	1	20
Euthanized	254	314	19	587*
Transfer	0	0	14	14**
Return to Owners	78	1	0	79**
Adopted	233	31	5	269**
Total	**806**	**480**	**61**	**1,347**

Summary Statistics: The statistics below reflect outcomes on the number of pets placed vs. those which could not be adopted. Figures are based upon the total number of pets available for placement, and does not reflect the number of animals which remained on-hand, or those which were deceased upon arrival and/or while under care. These categories are marked with * above. For the month of June 2013, the number of pets upon which statistics are calculated totaled: 949

*Euthanasia Rates: 62% (587) See Detailed Report

Unadopted:	4% (24)
Contagious Disease	30% (176)
Medical/Behavioral/Other:	66% (387)

****Placement Rate: 38% (362) Reflects Return to Owners, Transfer, Adopted**

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MV00213136

Moreno Valley Animal Shelter

June 2013 – Euthanasia Statistics

Outcome Sub-Type	Dogs	Cats	Others	Total
Medical/Vet Rec.	100	20	15	135
Owner Requested	6	4	1	11
Contagious Disease	101	75	0	176
Feral	0	107	0	107
Aggressive Behavior Observed	22	0	1	23
Not Adopted*	24	0	0	24
Other**	1	108	2	111
Total	**254**	**314**	**19**	**587**

*Not Adopted: euthanized for considerations such as placement potential, time in shelter, humane considerations.

** Other-Cats/Dogs/Others: too young/newborns-impounded w/o their mothers per Food & Agricultural Code 17006.

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MV00213138

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: August 27, 2013

TITLE: APPOINT A VOTING DELEGATE AND ALTERNATE DELEGATES FOR THE LEAGUE OF CALIFORNIA CITIES (LCC) 2013 ANNUAL CONFERENCE BUSINESS MEETING

RECOMMENDED ACTION

Recommendation: That the City Council:

1. Appoint a voting delegate, and first and second alternate delegates for the League of California Cities (LCC) 2013 Annual Conference business meeting.

BACKGROUND

The League of California Cities Annual Conference is scheduled for September 18 - 20, 2013, in Sacramento. At this meeting, the League membership will consider and take action on resolutions that establish League policy. The City must designate a voting delegate and may appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve. Designation of a voting delegate must be done by City Council action.

Council Members Victoria Baca, Jesse L. Molina, and Richard A. Stewart are attending the Conference.

ALTERNATIVES

1. Appoint a voting delegate and first and second alternate delegates for the League of California Cities (LCC) 2013 Annual Conference business meeting.

2. Do not appoint a voting delegate and first and second alternate delegates for the League of California Cities (LCC) 2013 Annual Conference business meeting (not recommended by staff).

NOTIFICATION

Agenda publication

ATTACHMENTS

1. 2013 Annual Conference Voting Delegate/Alternate Form
2. 2013 Annual Conference Resolution Packet

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

LEAGUE OF CALIFORNIA CITIES

CITY: _____

2013 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, September 13, 2013. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, September 13, 2013

League of California Cities
ATTN: Mary McCullough
1400 K Street
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: mmccullough@cacities.org
(916) 658-8247

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MV00213142

1400 K Street
Sacramento, CA 95814
ph: (916) 658-8200
fx: (916) 658-8240

LEAGUE OF CALIFORNIA CITIES℠

WWW.CACITIES.ORG

July 23, 2013

TO: Mayors, City Managers and City Clerks
League Board of Directors

RE: Annual Conference Resolutions Packet
Notice of League Annual Meeting

Enclosed please find the 2013 Annual Conference Resolutions Packet.

Annual Conference in Sacramento. This year's League Annual Conference will be held September 18 - 20 in Sacramento. The conference announcement has previously been sent to all cities and we hope that you and your colleagues will be able to join us. More information about the conference is available on the League's Web site at www.cacities.org/ac. We look forward to welcoming city officials to the conference.

Annual Luncheon/Business Meeting - Friday, September 20, 12:00 p.m. The League's Annual Business Meeting will be held at the Hyatt Regency Hotel.

Resolutions Packet. At the Annual Conference, the League will consider the two resolutions introduced by the deadline, Saturday, July 20, 2013, midnight. These resolutions are included in this packet. New this year, resolutions submitted to the General Assembly must be concurred in by five cities or by city officials from at least five or more cities. These letters of concurrence are included with this packet. We request that you distribute this packet to your city council.

We encourage each city council to consider the resolutions and to determine a city position so that your voting delegate can represent your city's position on each resolution. A copy of the resolutions packet is posted on the League's website for your convenience: www.cacities.org/resolutions.

The resolutions packet contains additional information related to consideration of the resolutions at the Annual Conference. This includes the date, time and location of the meetings at which resolutions will be considered.

Voting Delegates. Each city council is encouraged to designate a voting delegate and two alternates to represent their city at the Annual Business Meeting. A letter asking city councils to designate their voting delegate and two alternates has already been sent to each city. Copies of the letter, voting delegate form, and additional information are also available at: www.cacities.org/resolutions.

Please Bring This Packet to the Annual Conference
September 18 - 20 — Sacramento

Annual Conference Resolutions Packet

115th Annual Conference

Sacramento
September 18 - 20, 2013

Item No. G.3

MV00213144

ANNUAL CONFERENCE MEETING SCHEDULE FOR RESOLUTIONS

1. Policy Committee Meetings

Wednesday, September 18, 2013
Sheraton Grand Hotel
1230 J Street, Sacramento

Public Safety: 9:00 a.m. – 10:30 a.m.
Environmental Quality: 10:30 a.m. – 12:00 p.m.

2. General Resolutions Committee

Thursday, September 19, 2013, 1:00 p.m.
Sacramento Convention Center
1400 J Street, Sacramento

3. Annual Business Meeting and General Assembly Luncheon

Friday, September 20, 2013, 12:00 p.m.
Hyatt Regency Hotel
1209 L Street, Sacramento

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, two resolutions have been introduced for consideration by the Annual Conference and referred to the League policy committees.

POLICY COMMITTEES: Two policy committees will meet at the Annual Conference to consider and take action on resolutions referred to them. The committees are Environmental Quality and Public Safety. These committees will meet on Wednesday, September 18, 2013, at the Sheraton Grand Hotel in Sacramento. The sponsors of the resolutions have been notified of the time and location of the meetings.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet at 1:00 p.m. on Thursday, September 19, at the Sacramento Convention Center, to consider the reports of the two policy committees regarding the two resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president. Please check in at the registration desk for room location.

ANNUAL LUNCHEON/BUSINESS MEETING/GENERAL ASSEMBLY: This meeting will be held at 12:00 p.m. on Friday, September 20, at the Hyatt Regency Hotel.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (47 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Session of the General Assembly. This year, that deadline is 12:00 p.m., Thursday, September 19. If the petitioned resolution is substantially similar in substance to a resolution already under consideration, the petitioned resolution may be disqualified by the General Resolutions Committee.

Resolutions can be viewed on the League's Web site: www.cacities.org/resolutions.

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: mdesmond@cacities.org or (916) 658-8224

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's eight standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.

2. The issue is not of a purely local or regional concern.

3. The recommended policy should not simply restate existing League policy.

4. The resolution should be directed at achieving one of the following objectives:

   (a) Focus public or media attention on an issue of major importance to cities.

   (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.

   (c) Consider important issues not adequately addressed by the policy committees and board of directors.

   (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

LOCATION OF MEETINGS

Policy Committee Meetings

Wednesday, September 18, 2013
Sheraton Grand Hotel
1230 J Street, Sacramento

Public Safety:	9:00 a.m. – 10:30 a.m.
Environmental Quality:	10:30 a.m. – 12:00 p.m.

General Resolutions Committee

Thursday, September 19, 2013, 1:00 p.m.
Sacramento Convention Center
1400 J Street, Sacramento

Annual Business Meeting and General Assembly Luncheon

Friday, September 20, 2013, 12:00 p.m.
Hyatt Regency Hotel
1209 L Street, Sacramento

KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3

1 - Policy Committee Recommendation to General Resolutions Committee
2 - General Resolutions Committee
3 - General Assembly

ENVIRONMENTAL QUALITY POLICY COMMITTEE

		1	2	3
1	Water Bond Funds			

PUBLIC SAFETY POLICY COMMITTEE

		1	2	3
2	Public Safety Realignment			

Information pertaining to the Annual Conference Resolutions will also be posted on each committee's page on the League website: www.cacities.org. The entire Resolutions Packet will be posted at: www.cacities.org/resolutions.

KEY TO ACTIONS TAKEN ON RESOLUTIONS *(Continued)*

KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

Action Footnotes

* Subject matter covered in another resolution

** Existing League policy

*** Local authority presently exists

KEY TO ACTIONS TAKEN

A - Approve

D - Disapprove

N - No Action

R - Refer to appropriate policy committee for study

a - Amend

Aa - Approve as amended

Aaa - Approve with additional amendment(s)

Ra - Amend and refer as amended to appropriate policy committee for study

Raa - Additional amendments and refer

Da - Amend (for clarity or brevity) and Disapprove

Na - Amend (for clarity or brevity) and take No Action

W - Withdrawn by Sponsor

Procedural Note: Resolutions that are approved by the General Resolutions Committee, as well as all qualified petitioned resolutions, are reported to the floor of the General Assembly. In addition, League policy provides the following procedure for resolutions approved by League policy committees but *not* approved by the General Resolutions Committee:

Resolutions initially recommended for approval and adoption by all the League policy committees to which the resolution is assigned, but subsequently recommended for disapproval, referral or no action by the General Resolutions Committee, shall then be placed on a consent agenda for consideration by the General Assembly. The consent agenda shall include a brief description of the basis for the recommendations by both the policy committee(s) and General Resolutions Committee, as well as the recommended action by each. Any voting delegate may make a motion to pull a resolution from the consent agenda in order to request the opportunity to fully debate the resolution. If, upon a majority vote of the General Assembly, the request for debate is approved, the General Assembly shall have the opportunity to debate and subsequently vote on the resolution.

2013 ANNUAL CONFERENCE RESOLUTIONS

RESOLUTION REFERRED TO ENVIRONMENTAL QUALITY POLICY COMMITTEE

1. RESOLUTION CALLING UPON THE GOVERNOR AND THE LEGISLATURE TO WORK WITH THE LEAGUE OF CALIFORNIA CITIES IN PROVIDING ADEQUATE FUNDING AND TO PRIORITIZE WATER BONDS TO ASSIST LOCAL GOVERNMENT IN WATER CONSERVATION, GROUND WATER RECHARGE AND REUSE OF STORMWATER AND URBAN RUNOFF PROGRAMS.

Source: Los Angeles County Division
Concurrence of five or more cities/city officials: Cities of Alhambra; Cerritos; Claremont; Glendora; Lakewood; La Mirada; La Verne; Norwalk; Signal Hill; Mary Ann Lutz, Mayor, city of Monrovia.
Referred to: Environmental Quality Policy Committee
Recommendations to General Resolutions Committee: Approve

WHEREAS, local governments play a critical role in providing water conservation, ground water recharge and reuse of stormwater infrastructure, including capture and reuse of stormwater for their citizens, businesses and institutions; and

WHEREAS, local governments support the goals of the Clean Water Act to ensure safe, clean water supply for all and the U.S. Environmental Protection Agency has encouraged local governments to implement programs to capture, infiltrate and treat stormwater and urban runoff with the use of low impact development ordinances, green street policies and programs to increase the local ground water supply through stormwater capture and infiltration programs; and

WHEREAS, local governments also support the State's water quality objectives, specifically Section 13241of the Porter-Cologne Water Quality Control Act, on the need to maximize the use of reclaimed and water reuse and the Regional Water Quality Control Boards and the State Water Resources Board encourage rainwater capture efforts; and

WHEREAS, the State's actions working through the water boards, supported by substantial Federal, State and local investments, have led to a dramatic decrease in water pollution from wastewater treatment plants and other so-called "point sources" since 1972. However, the current threats to the State's water quality are far more difficult to solve, even as the demand for clean water increases from a growing population and an economically important agricultural industry; and

WHEREAS, the State's Little Hoover Commission found in 2009 that more than 30,000 stormwater discharges are subject to permits regulating large and small cities, counties, construction sites and industry. The Commission found that a diverse group of water users – the military, small and large businesses, home builders and local governments and more – face enormous costs as they try to control and limit stormwater pollution. The Commission concluded that the costs of stormwater clean up are enormous and that the costs of stormwater pollution are greater, as beach closures impact the State's economy and environmental damage threatens to impair wildlife; and

WHEREAS, at the same time that new programs and projects to improve water quality are currently being required by the U.S. EPA and the State under the National Pollution Discharge Elimination System (NPDES) permits and the Total Daily Maximum Load (TMDL) programs, many local governments find that they lack the basic infrastructure to capture, infiltrate and reuse stormwater and cities are facing difficult economic challenges while Federal and State financial assistance has been reduced due to the impacts of the recession and slow economic recovery; and

WHEREAS, cities have seen their costs with the new NPDES permit requirements double and triple in size in the past year, with additional costs anticipated in future years. Additionally, many local businesses have grown increasingly concerned about the costs of retrofitting their properties to meet stormwater and runoff requirements required under the NPDES permits and TMDL programs; and

WHEREAS, the League of California Cities adopted water polices in March of 2012, recognizing that the development and operation of water supply, flood control and storm water management, among other water functions, is frequently beyond the capacity of local areas to finance and the League found that since most facilities have widespread benefits, it has become the tradition for Federal, State and local governments to share their costs (XIV, Financial Considerations); and the League supports legislation providing funding for stormwater and other water programs; and

WHEREAS, the Governor and the Legislature are currently contemplating projects for a water bond and a portion of the bond could be directed to assist local government in funding and implementing the goals of the Clean Water Act and the State's water objectives of conserving and reusing stormwater in order to improve the supply and reliability of water supply; and now therefore let it be

RESOLVED by the General Assembly of the League of California Cities, assembled in Sacramento on September 20, 2013, that the League calls for the Governor and the Legislature to work with the League and other stakeholders to provide adequate funding for water conservation, ground water recharge and capture and reuse of stormwater and runoff in the water bond issue and to prioritize future water bonds to assist local governments in funding these programs. The League will work with its member cities to educate federal and state officials to the challenges facing local governments in providing for programs to capture, infiltrate and reuse stormwater and urban runoff.

/////////

Background Information on Resolution No. 1

Source: Los Angeles County Division

Background:
In order to meet the goals of both the Federal Clean Water Act and the State's Porter-Cologne Water Quality Control Act, which seek to ensure safe clean water supplies, cities provide critical water conservation, ground water recharge and reuse of stormwater infrastructure, including capture and reuse of stormwater for their citizens, businesses and institutions.

Working with the State's Regional Water Quality Control Boards and the State Water Resources Board through the National Pollution Discharge Elimination System (NPDES) permitting process and Total Maximum Daily Load (TMDL) Programs, California's cities implement programs to capture, infiltrate and treat stormwater and urban runoff with the use of low impact development ordinances, green streets policies and other programs to increase the local ground water supply.

These actions have led to a dramatic decrease in water pollution from wastewater treatment plants and other so-called "point sources" since the adoption of the Clean Water Act in 1972. However, current threats to the State's "non-point sources " of pollution, such as stormwater and urban runoff are far more difficult to solve, even as the demand for clean water increases from a growing population and an economically important agricultural industry.

Current Problem Facing California's Cities
The Little Hoover Commission found in 2009 that more than 30,000 stormwater discharges are subject to permits regulating large and small cities, counties, construction sites and industry. The Commission found that a diverse group of water users – the military, small and large businesses, home builders and local governments and more – face enormous costs as they try and control and limit stormwater pollution. The Commission concluded that the costs of stormwater clean up are enormous and that the costs of stormwater pollution are greater as beach closures impact the state's economy and environmental damage threatens to impair wildlife.

Additionally, new programs and projects to improve water quality are currently being required by the U.S. EPA and the State under the NPDES permits and the TMDL programs. Many local governments find that they lack the basic infrastructure to capture, infiltrate and reuse stormwater and the cities are facing difficult economic challenges while Federal and State financial assistance has been reduced due to the impacts of the recession and slow economic recovery.

Cities have seen their costs with the new NPDES permit requirements triple in size in the past year, with additional costs anticipated in future years. Additionally, many local businesses have grown increasingly concerned about the costs of retrofitting their properties to meet stormwater and runoff requirements required under the NPDES permits and TMDL programs.

In Los Angeles County alone, reports commissioned by the Los Angeles County Flood Control District estimate the costs of achieving region-wide compliance for implementing TMDL programs in the NPDES permits required by the Los Angeles Regional Water Quality Control Board (LARWQCB) will be in the tens of billions of dollars over the next twenty years. Additionally, failure to comply with the LARWQCB's terms could result in significant Clean Water Act fines, state fines and federal penalties anywhere from $3,000- $37,500 per day. Violations can also result in third-party litigation. Such costs are not confined to Los Angeles County and are being realized statewide.

Clearly, compliance with the NPDES permit and TMDL programs will be expensive for local governments over a long period of time and cities lack a stable, long-term, dedicated local funding source to address this need. Many cities are faced with the choice of either cutting existing services or finding new sources of revenue to fund the NPDES and TMDL programs.

Los Angeles County Division Resolution
The Division supports strong League education and advocacy at both the State and Federal levels to help cities face the challenges in providing programs to capture, infiltrate and reuse stormwater and urban runoff. While Los Angeles County cities and other regions seek to secure local funding sources to meet the Clean Water Act and the State's water objectives, it will simply not be enough to meet the enormous costs of compliance. The Los Angeles County Division strongly believes that State and Federal cooperation are necessary to fund programs to secure and reuse stormwater in order to improve water supply and reliability throughout the state.

The Division calls for the League to engage in discussions on 2014 State Water Bond to assist cities in funding and implementing the goals of the Clean Water Act and the State's Water objectives. This resolution does not support the 2014 bond issue, since the League and individual cities will need to make this decision at a later time upon review of the final language. However, the Governor and Legislature have reopened discussions for the 2014 water bond and funding of urban runoff and stormwater programs has taken a back seat in past bond issues, such as Proposition 84. In May, Assembly Speaker John Perez appointed a Water Bond Working Group which recently outlined a new set of Priorities and Accountability Measures for developing a water bond that would gain the support of 2/3 of the Legislature and voters. One of the priorities identified by the committee included, "Regional Self Reliance/Integrated Regional Water

Management," posing the question if stormwater capture should be included in any future bonds. The Division believes the opportunity to advocate for funding in the bond is now.

//////////

League of California Cities Staff Analysis on Resolution No. 1

Staff: Jason Rhine; (916) 658-8264
Committee: Environmental Quality

Summary:
This resolution seeks to call upon the Governor and the Legislature to work with the League of California Cities in providing adequate funding and to prioritize water bonds to assist local governments in water conservation, ground water recharge and reuse of stormwater and urban runoff programs.

Background:
In 2009, the State Legislature passed and Governor Arnold Schwarzenegger signed a package of legislation that included four policy bills and an $11.1 billion water bond (The Clean, and Reliable Drinking Water Supply Act). The water bond included the following major spending proposals:

- $455 million for drought relief projects, disadvantaged communities, small community wastewater treatment improvements and safe drinking water revolving fund
- $1.4 billion for "integrated regional water management projects"
- $2.25 billion for projects that "support delta sustainability options"
- $3 billion for water storage projects
- $1.7 billion for ecosystem and watershed protection and restoration projects in 21 watersheds
- $1 billion for groundwater protection and cleanup
- $1.25 billion for "water recycling and advanced treatment technology projects"

The $11.1 billion bond also included nearly $2 billion in earmarks. Projects slated for funding included:

- $40 million to educate the public about California's water
- $100 million for a Lake Tahoe Environmental Improvement Program for watershed restoration, bike trails and public access and recreation projects
- $75 million for the Sierra Nevada Conservancy, for public access, education and interpretive projects
- $20 million for the Baldwin Hills Conservancy to be used to buy more land
- $20 million for the Bolsa Chica Wetlands for interpretive projects for visitors

The water bond was originally scheduled to appear on the 2010 ballot as Proposition 18. However, due to significant criticism over the size of the bond, the amount of earmarked projects, and a lack of public support, the Legislature has voted twice to postpone the ballot vote. The water bond is now slated for the November 4, 2014 ballot.

It is unclear whether or not the water bond will actually appear on the November 2014 ballot. In recent months, pressure has been mounting to postpone the water bond yet again or significantly rewrite the water bond to drastically reduce the overall size of the bond and remove all earmarks. The Legislature has until the summer of 2014 to act.

Fiscal Impact:
Unknown. This resolution does not seek a specified appropriation from a water bond.

MV00213154

Existing League Policy:
In 2008, the League formed a new Water Task Force to consider updates and revision to the Water Guidelines the League drafted and adopted 20 years earlier. These new Guidelines were formally approved by the League board of directors in Feb. 2010. Below are the most pertinent policy and guiding principles related to the proposed resolution. To view the entire water policy guidelines, go to www.cacities.org/waterpolicyguidelines.

General Principles

- The League supports the development of additional groundwater and surface water storage, including proposed surface storage projects now under study if they are determined to be feasible, including but not limited to: environmentally, economically, and geographically relating to point of origin. Appropriate funding sources could include, but are not limited to user fees, bonds and federal funding.
- The League supports state water policy that allows undertaking aggressive water conservation and water use efficiency while preserving, and not diminishing, public and constitutional water rights.

Water Conservation

- The League supports the development of a statewide goal to reduce water use by 20% by 2020 through the implementation of fair and equitable measures consistent with these principles.
- Accomplishing water conservation and water use efficiency goals will require statewide action by all water users, including residential, commercial, industrial and agricultural water users, local and regional planning agencies, state and federal agencies, chambers of commerce, and business, commercial and industrial professional and trade associations.

Water Recycling

- Wherever feasible, water recycling should be practiced in urban, industrial and agricultural sectors. This includes increasing the use of recycled water over 2002 levels by at least one million acre-feet/year (afy) by 2020 and by at least two million afy by 2030.
- Increased recycling, reuse and other refinements in water management practices should be included in all water supply programs.

Water Storage

- The development of additional surface facilities and use of groundwater basins to store surface water that is surplus to that needed to maintain State Water Resource Control Board (SWRCB) Bay-Delta estuary water quality standards should be supported.

Groundwater

- The principle that local entities within groundwater basins (i.e., cities, counties, special districts, and the regional water quality control boards) working cooperatively should be responsible for and involved in developing and implementing basin wide groundwater, basin management plans should be supported. The plans should include, but not be limited to: a) protecting groundwater quality; b) identifying means to correct groundwater overdraft; c) implementing better irrigation techniques; d) increasing water reclamation and reuse; and e) refining water conservation and other management practices.
- Financial assistance from state and federal governments should be made available to requesting local agencies to develop and implement their groundwater management plans.

Financial Considerations

- It is recognized that the development and operation of water supply, water conveyance, flood control and stormwater management, water storage, and wastewater treatment facilities is frequently beyond the capability of local areas to finance;

- The League supports legislation to provide funding for stormwater, water and wastewater programs, including a constitutional amendment which would place stormwater fees in the category of water and wastewater fees, for the purposes of Proposition 218 compliance.

Support:
New this year, any resolutions submitted to the General Assembly must be concurred in by five cities or by city officials from at least five or more cities. Those submitting resolutions were asked to provide written documentation of concurrence. The following letters of concurrence were received: cities of Alhambra; Cerritos; Claremont; Glendora; Lakewood; La Mirada; La Verne; Norwalk; Signal Hill; and Mary Ann Lutz, Mayor, city of Monrovia. A letter of support was also received from the California Contract Cities Association.

RESOLUTION REFERRED TO PUBLIC SAFETY POLICY COMMITTEE

2. RESOLUTION CALLING UPON THE GOVERNOR AND LEGISLATURE TO ENTER INTO DISCUSSIONS WITH THE LEAGUE AND CALIFORNIA POLICE CHIEFS' ASSOCIATION REPRESENTATIVES TO IDENTIFY AND ENACT STRATEGIES THAT WILL ENSURE THE SUCCESS OF PUBLIC SAFETY REALIGNMENT FROM A LOCAL MUNICIPAL LAW ENFORCEMENT PERSPECTIVE.

Source: Public Safety Policy Committee
Concurrence of five or more cities/city officials: Cities of Arroyo Grande, Covina; Fontana; Glendora; Monrovia; Ontario; Pismo Beach; and Santa Barbara
Referred to: Public Safety Policy Committee
Recommendation to General Resolutions Committee: Approve

WHEREAS, in October 2011 the Governor proposed the realignment of public safety responsibilities from state prisons to local government as a way to address recent court orders in response to litigation related to state prison overcrowding, and to reduce state expenditures; and

WHEREAS, the Governor stated that realignment needed to be fully funded with a constitutionally protected source of funds if it were to succeed; and

WHEREAS, the Legislature enacted the realignment measures, AB 109 and AB 117, and the Governor signed them into law without full constitutionally protected funding and liability protection for stakeholders; and

WHEREAS, California currently has insufficient jail space, probation officers, housing and job placement programs, medical and mental health facilities, lacks a uniform definition of recidivism; and utilizes inappropriate convictions used to determine inmate eligibility for participation in the realignment program; and

WHEREAS, since the implementation of realignment there have been numerous issues identified that have not been properly addressed that significantly impact municipal police departments' efforts to successfully implement realignment; and

WHEREAS, ultimately many of these probationers who have severe mental illness are released into communities where they continue to commit crimes that impact the safety of community members and drain the resources of probation departments and police departments throughout the state; and

WHEREAS, an estimated 30 counties were operating under court-ordered or self-imposed population caps before realignment, and the current lack of bed space in county jails has since led to many convicted probationers being released early after serving a fraction of their time; with inadequate to no subsequent supervision, leaving them free to engage in further criminal offenses in our local cities; and

WHEREAS, there is increasing knowledge among the offender population which offenses will and will not result in a sentence to state prison, and many offenders, if held in custody pending trial, that would be sentenced to county jail are ultimately sentenced to time served due to overcrowding in county facilities; and

WHEREAS, there are inadequate databases allowing local police departments to share critical offender information among themselves, with county probation departments, and with other county and state law enforcement entities; and

WHEREAS, local police departments have not received adequate funding to properly address this new population of offenders who are victimizing California communities; and now therefore let it be

RESOLVED by the General Assembly of the League of California Cities, assembled in Sacramento on September 20, 2013, to request the Governor and State Legislature to immediately enter into discussions with League representatives and the California Police Chiefs' Association to address the following issues:

1. The need to fully fund municipal police departments with constitutionally protected funding to appropriately address realignment issues facing front-line law enforcement;

2. Amend appropriate sections of AB 109 to change the criteria justifying the release of non-violent, non-serious, non-sex offender inmates (N3) inmates to include their total criminal and mental history instead of only their last criminal conviction;

3. Establish a uniform definition of recidivism with the input of all criminal justice stakeholders throughout the state;

4. Enact legislation that will accommodate the option for city police officers to make ten (10) day flash incarcerations in city jails for probationers who violate the conditions of their probation;

5. Establish oversight procedures to encourage transparency and accountability over the use of realignment funding;

6. Implement the recommendations identified in the California Little Hoover Commission Report #216 dated May 30, 2013;

7. Provide for greater representation of city officials on the local Community Corrections Partnerships. Currently AB 117 provides for only one city official (a police chief) on the seven-member body, six of which are aligned with the county in which the partnership has been established. As a result, the counties dominate the committees and the subsequent distribution of realignment funds.

8. Provide, either administratively or by legislation, an effective statewide data sharing mechanism allowing state and local law enforcement agencies to rapidly and efficiently share offender information to assist in tracking and monitoring the activities of AB 109 and other offenders.

/////////

Background Information on Resolution No. 2

Source: Public Safety Policy Committee

Background:
In October 2011 the Governor proposed the realignment of public safety tasks from State Prisons to local government as a way to address certain judicial orders dealing with State prison overcrowding and to reduce State expenditures. This program shifts the prisoner burden from State prisons to local counties and cities.

When the Governor signed into law realignment he stated that realignment needed to be fully funded with constitutionally protected source of funds to succeed. Nonetheless, the law was implemented without full constitutional protected funding for counties and cities; insufficient liability protections to local agencies; jail space; probation officers; housing and job placement programs; medical and mental health facilities; and with an inappropriate definition of N3 (non-serious, non-sexual, non-violent) criminal convictions used to screen inmates for participation in the program.

Two-thirds of California's 58 counties are already under some form of mandated early release. Currently, 20 counties have to comply with maximum population capacity limits enforced by court order, while another 12 counties have self-imposed population caps to avoid lawsuits.

At this time no one knows what the full impact of realignment will ultimately be on crime. We hope that crime will continue to drop, but with the current experience of the 40,000 offenders realigned since October 2011, and an estimated additional 12,000 offenders being shifted from State prison to local jails and community supervision by the end of fiscal year 2013-14, it will be very difficult to realize lower crime rates in the future.

Beginning in October 2011, California State prisons began moving N3 offenders into county jails, the county probation and court systems, and ultimately funneled them into community supervision or alternative sentencing program in cities where they will live, work, and commit crime.

Note: There is currently no uniform definition of recidivism throughout the state and no database that can deliver statistical information on the overall impact realignment has had on all cities in California. Because of this problem we have used data from Los Angeles County.

The March 4, 2013 report to the Los Angeles County Criminal Justice Coordination Committee (CCJCC) shows a strong effort and progress in addressing the realignment mandate. However, there is insufficient funding.

The report also states the jail population continues to be heavily influenced by participants housed locally. On September 30, 2012, the inmate count in the Los Angeles County Jail was 15,463; on January 31, 2013, the count was 18,864. The realignment population accounted for 32% of the Jail population; 5,743 offenders sentenced per Penal Code Section 1170 (h) and 408 parole violations.

By the end of January 2013, 13,535 offenders were released on Post Release Community Supervision (PRCS) to Los Angeles County including prisoners with the highest maintenance costs because of medical and drug problems and mental health issues costing counties and local cities millions of dollars in unfunded mandates since the beginning of the program. Prisoners with prior histories of violent crimes are also being released without proper supervision. That is why sections of **AB 109 must be amended to change the criteria used to justify the release of N3 inmates to include an offender's total criminal and mental history instead of only their last criminal conviction.** Using the latter as the key criteria does not provide

an accurate risk assessment of the threat these offenders pose to society if they are realigned to county facilities, or placed on Post Release Community Supervision.

Chief Jerry Powers from the Los Angeles County Probation Department recently stated the release criteria for N3 offenders "has nothing to do with reality." He said initially the State estimated the population of released PRCS offenders would be 50% High Risk, 25% Medium Risk and 25% Low Risk. The reality is 3% are Very High Risk, 55% are High Risk, 40% are Medium Risk and only 2% are Low Risk offenders. He said the High Risk and serious mentally ill offenders being released "are a very scary population." One of the special needs offenders takes the resources of 20-30 other offenders.
Assistant Sheriff Terri McDonald who is the county Jail Administrator recently stated the Jail has only 30 beds for mentally ill offenders being released – when in fact she actually needs 300 beds to accommodate the volume of serious mentally ill offenders being released that require beds.

Los Angeles County data shows 7,200 released offenders have had some sort of revocation. This number is expected to increase because of a significant increase in the first four months of year two of realignment that totals 83% of the entire first year of the program; 4,300 warrants were issued for offenders; 6,200 offenders have been rearrested; and 1,400 prosecuted. Data reveals one in 10 offenders will test positive for drugs during the first 72 hours after being released knowing they are required to report to a probation officer during that time. Only one in three offenders will successfully complete probation.

There are more than 500 felony crimes that qualify State prison inmates for release under realignment. They will be spending their time in cities with little, if any, supervision.

//////////

League of California Cities Staff Analysis on Resolution No. 2

Staff: Tim Cromartie (916) 658-8252
Committee: Public Safety Policy Committee

Summary:
This Resolution seeks to outline the deficiencies in the State's current public safety realignment policy, as implemented in 2011 by AB 109, and to identify policy changes that will assist State, county and municipal law enforcement entities to cope with the expanded universe of offenders that are now being directed to county facilities, resulting in increased related impacts on both local communities and municipal law enforcement.

Background:
This resolution was brought to the Public Safety Policy Committee by individual members of that committee who are increasingly concerned about municipal public safety impacts resulting from county jail overcrowding, a problem that has intensified with realignment, resulting in certain categories of offenders doing no jail time or being sentenced to time served. This has created a climate in which some offenses receive little or no jail time, accompanied by a growing body of anecdotal evidence that property crimes have correspondingly increased, with some, such as auto theft, being committed in serial fashion. Increased criminal activity has strained the resources of many local police departments already struggling to more closely coordinate information sharing with county probation offices to effectively monitor offenders on post-community release supervision.

In addition, there is growing concern about the criteria established for determining which offenders are eligible for post-release community supervision (the non-violent, non-serious, non-sex offenders). There is so much concern that a May 2013 report of California's Little Hoover Commission recommended adjusting

the criteria to examine an offender's total criminal history rather than merely his or her last known offense, as a means of more accurately assessing the risk he or she might pose to the community.

Implementation of the realignment policy is handled in part by the Community Corrections Partnerships established by AB 109, which currently have only one city representative, compared to at least four county-level representatives.

Fiscal Impact:
Unknown impact on the State General Fund. This resolution seeks to establish increased and constitutionally protected funding for city police departments (and county sheriff's departments, to the degree they are contracted to provide police services for cities), but does not specify a dollar amount for the revenue stream. At a minimum, it would entail an annual revenue stream of at least the amount provided for cities for front-line law enforcement in the State's 2013-14 Budget, $27.5 million, indefinitely – although that revenue stream has never been formally identified by the Brown Administration as having any direct connection to realignment.

Existing League Policy:
Related to this resolution, existing policy provides:

- The League supports policies establishing restrictions on the early release of state inmates for the purpose of alleviating overcrowding, and limiting parole hearing opportunities for state inmates serving a life sentence, or paroled inmates with a violation.

- The League supports increasing municipal representation on and participation in the Community Corrections Partnerships, which are charged with developing local corrections plans.

- In addition, the Strategic Priorities for 2012, as adopted by the League Board of Directors, included the promotion of local control for strong cities. The resolution's objectives of locking in ongoing funding for front-line municipal law enforcement, and increasing city participation in the Community Corrections Partnerships, are consistent with promoting local control.

Support:
New this year, any resolutions submitted to the General Assembly must be concurred in by five cities or by city officials from at least five or more cities. Those submitting resolutions were asked to provide written documentation of concurrence. The following cities/city officials have concurred: cities of Arroyo Grande; Covina; Fontana; Glendora; Monrovia; Ontario; Pismo Beach; and Santa Barbara.

MV00213160

LETTERS OF CONCURRENCE

Resolution #1

Water Bond Funds

Item No. G.3

MV00213161

City of Alhambra
Office of the Mayor and City Council

Gateway
to the
San Gabriel Valley

111
South First Street
Alhambra
California
91801

626
570-5010

FAX
281-2248

July 1, 2013

Bill Bogaard
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Los Angeles County Division Annual Conference Resolution

Dear President Bogaard:

The City of Alhambra supports the Los Angeles County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2013 Annual Conference in Sacramento.

The Division's resolution seeks to address a critical funding need for cities working to meet the State's water quality objectives and storm water management plans by providing direction for the League to educate state leaders and advocate for funding during discussions on the 2014 Water Bond. The City of Alhambra is anticipating spending $24,101.96 this year to start the development of the Enhanced Watershed Plan and monitoring plan. Prior to 2016, the City anticipates spending $1,169,000 for full capture device on our storm drain catch basins. In the future, it is estimated the city may need $34 million dollars to finance the required infrastructure to meet the new permit guidelines. We also anticipate needing to hire additional staff to monitor and maintain the program. None of these costs have a dedicated funding source.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Mary Chavez, Director of Public Works, at (626) 570-5067 if you have any questions.

Very truly yours,

Steven Placido, DDS
Mayor

cc: Jennifer Quan, League of California Cities

PRINTED ON RECYCLED PAPER

Item No. G.3

MV00213162

CITY OF CERRITOS

CIVIC CENTER • 18125 BLOOMFIELD AVENUE
P.O. BOX 3130 • CERRITOS, CALIFORNIA 90703-3130
PHONE: (562) 916-1510 • FAX: (562) 468-1095
CELL PHONE: (562) 547-1732
E-mail: bbarr90703@aol.com
WWW.CERRITOS.US

Cerritos
All-America City
2008

OFFICE OF THE MAYOR
BRUCE W. BARROWS

July 8, 2013

Bill Bogaard
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Los Angeles County Division Annual Conference Resolution

President ~~Bogaard~~: Bill

The City of Cerritos supports the Los Angeles County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2013 Annual Conference in Sacramento.

The Division's resolution seeks to address a critical funding need for cities working to meet the State's water quality objectives and storm water management plans by providing direction for the League to educate state leaders and advocate for funding during discussions on the 2014 Water Bond. The City of Cerritos expended $866,000 in the Fiscal Year 2011-2012 for compliance with required stormwater programs. Future expenditures are expected to be over $1.5 million annually, as the City will be required to begin construction of costly stormwater capital improvements.

As members of the League our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Art Gallucci, City Manager at (562)916-1301 or agallucci@cerritos.us, if you have any questions.

Sincerely,

Bruce W. Barrows
MAYOR

cc: Ling-Ling Chang, President, Los Angeles County Division c/o
Robb Korinke, Executive Director, Los Angeles County Division, robb@lacities.org

CITY OF CLAREMONT

City Hall
207 Harvard Avenue
P.O. Box 880
Claremont, CA 91711-0880
Fax: (909) 399-5492
Website: www.ci.claremont.ca.us
Email: contact@ci.claremont.ca.us

City Council • (909) 399-5444
Corey Calaycay
Joseph M. Lyons
Opanyi K. Nasiali
Sam Pedroza
Larry Schroeder

July 1, 2013

Bill Bogaard
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

President Bogaard:

RE: Los Angeles County Division Proposed Resolution for LCC Approval At The 2013 Annual Conference

The City of Claremont supports the Los Angeles County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2013 Annual Conference in Sacramento.

The Division's resolution seeks to address a critical funding need for cities working to meet the State's water quality objectives and storm water management plans by providing direction for the League to educate state leaders and advocate for funding during discussions on the 2014 Water Bond.

As members of the League, our City values the policy development process provided to the General Assembly and appreciates your time on this issue. If you have any questions, please feel free to contact Tony Ramos, City Manager, at (909) 399-5441.

Sincerely,

OK Nasiali

Opanyi Nasiali
Mayor

c: Jennifer Quan, League of California Cities

v:/FMoreno/City Council/Letters/LCC Annual Conf Approval Ltr-ON-July'13

CITY OF GLENDORA CITY HALL (626) 914-8200
116 East Foothill Blvd., Glendora, California 91741
www.ci.glendora.ca.us

July 15, 2013

Bill Bogaard, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Los Angeles County Division Annual Conference Resolution

President Bogaard:

The City of Glendora supports the Los Angeles County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2013 Annual Conference in Sacramento.

The Division's resolution seeks to address a critical funding need for cities working to meet the State's water quality objectives and storm water management plans by providing direction for the League to educate state leaders and advocate for funding during discussions on the 2014 Water Bond.

As members of the League our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact me, if you have any questions.

Sincerely,

Joe Santoro

Joe Santoro, Mayor

cc: Ling-Ling Chang, President, Los Angeles County Division c/o Robb Korinke, Executive Director, Los Angeles County Division, robb@lacities.org
Jennifer Quan, Regional Public Affairs Manager, League of California Cities – jquan@cacities.org

PRIDE OF THE FOOTHILLS

Item No. G.3

Todd Rogers
Vice Mayor

Diane DuBois
Council Member

Jeff Wood
Council Member

Ron Piazza
Council Member

Steve Croft
Mayor

CITY OF LAKEWOOD
CALIFORNIA

July 2, 2013

Mr. Bill Bogaard
President
League of California Cities
1400 K Street, Suite 400
Sacramento, California 95814

RE: Los Angeles County Division Annual Conference Resolution - Support

Dear President Bogaard:

The City of Lakewood supports the Los Angeles County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2013 Annual Conference in Sacramento.

The Division's resolution seeks to address a critical funding need for cities working to meet the State's water quality objectives and storm water management plans by providing direction for the League to educate state leaders and advocate for funding during discussions on the 2014 Water Bond.

For Lakewood, the initial cost alone to prepare the Watershed Management Plan (WMP), Coordinated Integrated Management Plan (CIMP), and Reasonable Assurance Modeling for the three watersheds that Lakewood is a part of is estimated to be $153,167. This cost does not include administration costs, monitoring costs, construction costs, or inspection costs, which are estimated to be in the millions of dollars.

As members of the League our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Paolo Beltran, Senior Management Analyst, at (562) 866-9771, extension 2140, or email at pbeltran@lakewoodcity.org, if you have any questions.

Sincerely,

Steve Croft
Mayor

cc: Ling-Ling Chang, President, Los Angeles County Division c/o
Robb Korinke, Executive Director, Los Angeles County Division,
robb@lacities.org

CITY OF LA MIRADA
DEDICATED TO SERVICE

13700 La Mirada Boulevard
La Mirada, California 90638
P.O. Box 828
La Mirada, California 90637-0828
Phone: (562) 943-0131 Fax: (562) 943-1464
www.cityoflamirada.org

July 15, 2013

LETTER OF SUPPORT

Bill Bogaard
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

SUBJECT: LOS ANGELES COUNTY DIVISION ANNUAL CONFERENCE RESOLUTION

Dear President Bogaard:

On behalf of the City of La Mirada, I am writing to express support for the League of California Cities, Los Angeles County Division's effort to submit a resolution for consideration by the League's General Assembly at the September 2013 Annual Conference in Sacramento.

The Division's resolution seeks to address a critical funding need for local governments working to meet Federal and State objectives to protect water resources and storm water management plans. The resolution also provides direction for the League to educate State leaders and advocates for the inclusion of storm water funding in the State's proposed 2014 Water Bond.

Like many cities, the City of La Mirada does not have the basic infrastructure to capture, filter, and reuse storm water, and Federal and State funding to assist in providing this infrastructure has been reduced in recent years as a result of the economic recession. Compliance with the MS-4 permit and other storm water regulations could cost the City millions, and reduce funding for other vital City services such as infrastructure and public safety. The City could also face steep fines, penalties, and third party lawsuits if it is unable to meet the National Pollutant Discharge Elimination Systems (NPDES) permit requirements. Receiving State funding could help alleviate the financial burden placed on local governments to meet storm water requirements.

As a member of the League, our City values the policy development process provided to the General Assembly. Please contact Jeff Boynton, Deputy City Manager, at (562) 943--0131 if you have any questions.

Sincerely,

CITY OF LA MIRADA

Steve De Ruse
Mayor

TER:jb:vdr

cc: Ling-Ling Chang, President, Los Angeles County Division
Robb Korinke, Executive Director, Los Angeles County Division

CITY OF LA VERNE
CITY HALL
3660 "D" Street, La Verne, California 91750-3599
www.ci.la-verne.ca.us

July 2, 2013

Bill Bogaard, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Los Angeles County Division Annual Conference Resolution

President Bogaard:

The City of La Verne supports the Los Angeles County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2013 Annual Conference in Sacramento.

The Division's resolution seeks to address a critical funding need for cities working to meet the State's water quality objectives and storm water management plans by providing direction for the League to educate state leaders and advocate for funding during discussions on the 2014 Water Bond. While the City is still in the process of identifying the costs associated with meeting the new requirements of the MS-4 PERMIT, it is expected these measures will far exceed existing local resources.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact our City Manager, Bob Russi at 909-596-8726, if you have any questions.

Sincerely,

Don Kendrick
Mayor

cc: Jennifer Quan, League of California Cities
JR Ranells, Senior Management Analyst

U:\My Documents\CITY COUNCIL\D KENDRICK\Support 2013 League Conf Reso.doc

SISTER CITIES
Acambaro, Mexico
Etchmiadzin, Armenia
Skopelos, Greece

General Administration 909/596-8726 • Water Customer Service 909/596-8744 • Parks & Community Services 909/596-8700
Public Works 909/596-8741 • Finance 909/596-8716 • Community Development 909/596-8706 • Building 909/596-8713
Police Department 909/596-1913 • Fire Department 909/596-5991 • General Fax 909/596-8737

LUIGI VERNOLA
Mayor
MARCEL RODARTE
Vice Mayor
CHERI KELLEY
Councilmember
MICHAEL MENDEZ
Councilmember
LEONARD SHRYOCK
Councilmember
MICHAEL J. EGAN
City Manager

City of NORWALK

12700 NORWALK BLVD., P.O. BOX 1030, NORWALK, CA 90651-1030 * PHONE: 562/929-5700 * FACSIMILE: 562/929-5773 * WWW.NORWALKCA.GOV

July 2, 2013

Bill Bogaard, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Los Angeles County Division Annual Conference Resolution

Dear President Bogaard:

The city of Norwalk supports the Los Angeles County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2013 Annual Conference in Sacramento.

The Division's resolution seeks to address a critical funding need for cities working to meet the State's water quality objectives and storm water management plans by providing direction for the League to educate state leaders and advocate for funding during discussions on the 2014 Water Bond. The cost of compliance with the new storm water permit is in the millions of dollars. The Watershed Management Plan alone will cost close to $1M. Implementation of projects in the near future based on that Watershed Management Plan could potentially cost the City of Norwalk $5 - $10 million annually.

As members of the League our City values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Mike Egan, City Manager, at (562) 929-5772 if you have any questions.

Sincerely,

Luigi Vernola
Mayor

cc: Ling-Ling Chang, President, Los Angeles County Division c/o
Robb Korinke, Executive Director, Los Angeles County Division, robb@lacities.org

Item No. G.3

CITY OF SIGNAL HILL

2175 Cherry Avenue • Signal Hill, California 90755-3799

June 27, 2013

Bill Bogaard
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Los Angeles County Division Annual Conference Resolution

President Bogaard:

The city of Signal Hill supports the Los Angeles County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2013 Annual Conference in Sacramento.

The Division's resolution seeks to address a critical funding need for cities working to meet the State's water quality objectives and storm water management plans by providing direction for the League to educate state leaders and advocate for funding during discussions on the 2014 Water Bond. The city of Signal Hill currently budgets for $755,000 annually for compliance with required stormwater programs, which represents over 4% of the entire General Fund. Future expenditures are expected to be over $1.5 million annually, as the City will be required to begin construction of costly stormwater capital improvements.

As members of the League our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Ken Farfsing, City Manager at (562) 989-7302 or kfarfsing@cityofsignal.org, if you have any questions.

Sincerely,

Michael J. Noll
Mayor

CC: Ling-Ling Chang, President, Los Angeles County Division c/o
Robb Korinke, Executive Director, Los Angeles County Division, robb@lacities.org

City of MONROVIA 1887

All-America City

Office of the Mayor and the City Council

July 2, 2013

Bill Bogaard
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

SUBJECT: Los Angeles County Division Annual Conference Resolution

Dear President Bogaard:

As Mayor of the City of Monrovia, I support the Los Angeles County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2013 Annual Conference in Sacramento.

The Division's resolution seeks to address a critical funding need for cities working to meet the State's water quality objectives and storm water management plans by providing direction for the League to educate state leaders and advocate for funding during discussions on the 2014 Water Bond. The City is anticipating millions of dollars in stormwater permit compliance costs over the next five years -- funds the City currently does not have available. Funding assistance is vital in order for the City to meet stormwater permit requirements.

As members of the League, our City values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Heather Maloney, Senior Management Analyst, at (626) 932-5577 or hmaloney@ci.monrovia.ca.us, if you have any questions.

Sincerely,

Mary Ann Lutz,
Mayor

cc: City Council
Ling-Ling Chang, President, Los Angeles County Division c/o
Robb Korinke, Executive Director, Los Angeles County Division, robb@lacities.org
Laurie K. Lile, City Manager
Ron Bow, Director of Public Works

415 South Ivy Avenue • Monrovia, California 91016-2888 • (626) 932-5550 • FAX (626) 932-5520

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ASSOCIATE MEMBERS COMMITTEE
FRANK V. ZERUNYAN
Rolling Hills Estates

EXECUTIVE DIRECTOR
SAM OLIVITO

June 20, 2013

Bill Bogaard
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Los Angeles County Division Annual Conference Resolution

President Bogaard:

The California Contract Cities Association supports the Los Angeles County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2013 Annual Conference in Sacramento.

The Division's resolution seeks to address a critical funding need for cities working to meet the State's water quality objectives and storm water management plans by providing direction for the League to educate state leaders and advocate for funding during discussions on the 2014 Water Bond. All of the 58 cities we represent can ill afford this increasingly expensive ongoing cost.

As members of the League our association values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact our office at (562) 622-5533 if you have any questions.

Sincerely,

Steve Tye

Steve Tye
CCCA President

CC: Ling-Ling Chang, President, Los Angeles County Division c/o
Robb Korinke, Executive Director, Los Angeles County Division, robb@lacities.org

11027 Downey Ave. Downey, CA 90241 P(562) 622-5533 F(562) 622-9555 www.contractcities.org

LETTERS OF CONCURRENCE

Resolution #2

Public Safety Realignment

OFFICE OF THE
MAYOR

300 East Branch Street
Arroyo Grande, CA 93420
Phone: (805) 473-5400
FAX: (805) 473-0386
agcity@arroyogrande.org
www.arroyogrande.org

July 17, 2013

Bill Bogaard, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Public Safety Realignment Resolution

Dear President Bogaard:

On behalf of the City of Arroyo Grande, I am writing to express support for the League of California Cities' Public Safety Resolution, which will be submitted for consideration by the League's General Assembly at the September 2013 Annual Conference in Sacramento.

The League's Resolution seeks to highlight a number of deficiencies with the current public safety realignment policy, and what funding and policy changes need to occur in response. The resolution specifically calls out the need for ongoing local law enforcement funding related to realignment, as well as modification of the criteria for which offenders are eligible for post-release community supervision, i.e. a non-violent, non-serious, non-sex offender criteria that focuses on total criminal history rather than merely the last recorded offense.

As a member of the League, our City values the policy development process provided to the General Assembly. Please contact our City Manager, Steve Adams, at (805)473-5404, if you have any questions.

Sincerely,

Tony Ferrara

Mayor, City of Arroyo Grande

CITY OF COVINA

125 East College Street ⊛ Covina, California 91723-2199
www.covinaca.gov

July 17, 2013

Bill Bogaard, President
League of California Cities
1400 K Street, Suite 400
Sacramento, California 95814

RE: Public Safety Realignment Resolution

Dear President Bogaard:

On behalf of the City of Covina, I am writing to express support for the League of California Cities' Public Safety Resolution, which will be submitted for consideration by the League's General Assembly at the September 2013 Annual Conference in Sacramento.

The League's Resolution seeks to highlight a number of deficiencies with the current public safety realignment policy, and what funding and policy changes need to occur in response. The resolution specifically calls out the need for ongoing local law enforcement funding related to realignment, as well as modification of the criteria for which offenders are eligible for post-release community supervision, i.e. a non-violent, non-serious, non-sex offender criteria that focuses on total criminal history rather than merely the last recorded offense.

As a member of the League, our City values the policy development process provided to the General Assembly. Please contact Daryl Parrish, City Manager, at (626) 384-5410, if you have any questions.

Sincerely,

Walter Allen III
Mayor, City of Covina

The City of Covina provides responsive municipal services and manages public resources to enhance the quality of life for our community.

Mayor Acquanetta Warren

July 17, 2013

Bill Bogaard, President
League of California Cities
1400 K Street, Suite 400
Sacramento, California 95814

RE: Public Safety Realignment Resolution

Dear President Bogaard:

On behalf of the City of Fontana, I am writing to express support for the League of California Cities' Public Safety Resolution, which will be submitted for consideration by the League's General Assembly at the September 2013 Annual Conference in Sacramento.

The League's Resolution seeks to highlight a number of deficiencies with the current public safety realignment policy, and what funding and policy changes need to occur in response. The resolution specifically calls out the need for ongoing local law enforcement funding related to realignment, as well as modification of the criteria for which offenders are eligible for post-release community supervision, i.e. a non-violent, non-serious, non-sex offender criteria that focuses on total criminal history rather than merely the last recorded offense.

As a member of the League, our City values the policy development process provided to the General Assembly. Please contact Ken Hunt City Manager, at (909)350-7654, if you have any questions.

Sincerely,

Mayor, City of Fontana

AW/ac

8353 Sierra Avenue, Fontana, California 92335 (909) 350-7606 fax (909) 350-6613 www.fontana.org

CITY OF GLENDORA CITY HALL (626) 914-8201
116 East Foothill Blvd., Glendora, California 91741
FAX (626) 914-8221
www.ci.glendora.ca.us
OFFICE OF THE MAYOR

July 19, 2013

Bill Bogaard, President
League of California Cities
1400 K Street, Suite 400
Sacramento, California 95814

RE: Public Safety Realignment Resolution

Dear President Bogaard:

On behalf of the City of Glendora, I am writing to express support for the League of California Cities' Public Safety Resolution, which will be submitted for consideration by the League's General Assembly at the September 2013 Annual Conference in Sacramento.

The League's Resolution seeks to highlight a number of deficiencies with the current public safety realignment policy, and what funding and policy changes need to occur in response. The resolution specifically calls out the need for ongoing local law enforcement funding related to realignment, as well as modification of the criteria for which offenders are eligible for post-release community supervision, i.e. a non-violent, non-serious, non-sex offender criteria that focuses on total criminal history rather than merely the last recorded offense.

As a member of the League, our City values the policy development process provided to the General Assembly. Please contact Chris Jeffers, City Manager, at cjeffers@ci.glendora.ca.us or (626) 914-8201, if you have any questions.

Sincerely,

City of Glendora

Joe Santoro

Joe Santoro
Mayor

PRIDE OF THE FOOTHILLS

Item No. G.3

City of MONROVIA 1887

Office of the Mayor and the City Council

July 19, 2013

Bill Bogaard, President
League of California Cities
1400 K Street, Suite 400
Sacramento, California 95814

RE: PUBLIC SAFETY REALIGNMENT RESOLUTION

Dear President Bogaard:

As Mayor of the City of Monrovia, I am writing to express support for the League of California Cities' Public Safety Resolution, which will be submitted for consideration by the League's General Assembly at the September 2013 Annual Conference in Sacramento.

The League's Resolution seeks to highlight a number of deficiencies with the current public safety realignment policy, and what funding and policy changes need to occur in response. The resolution specifically calls out the need for ongoing local law enforcement funding related to realignment, as well as modification of the criteria for which offenders are eligible for post-release community supervision, i.e. a non-violent, non-serious, non-sex offender criteria that focuses on total criminal history rather than merely the last recorded offense.

As a member of the League, our City values the policy development process provided to the General Assembly. Please contact Laurie Lile, City Manager, at (626) 932-5501, if you have any questions.

Sincerely,

Mary Ann Lutz
Mayor

cc: City Council
James Hunt, Police Chief

415 South Ivy Avenue • Monrovia, California 91016-2888 • (626) 932-5550 • FAX (626) 932-5520

CITY OF ONTARIO

303 EAST "B" STREET, CIVIC CENTER ONTARIO CALIFORNIA 91764-4105 (909) 395-2000
FAX (909) 395-2070

PAUL S. LEON
MAYOR

JIM W. BOWMAN
MAYOR PRO TEM

ALAN D. WAPNER
DEBRA DORST-PORADA
PAUL VINCENT AVILA
COUNCIL MEMBERS

CHRIS HUGHES
CITY MANAGER

MARY E. WIRTES, MMC
CITY CLERK

JAMES R. MILHISER
TREASURER

July 18, 2013

Bill Bogaard, President
League of California Cities
1400 K Street, Suite 400
Sacramento, California 95814

RE: Public Safety Realignment Resolution

Dear President Bogaard:

On behalf of the City of Ontario, I am writing to express support for the League of California Cities' Public Safety Resolution, which will be submitted for consideration by the League's General Assembly at the September 2013 Annual Conference in Sacramento.

The League's Resolution seeks to highlight a number of deficiencies with the current public safety realignment policy, and what funding and policy changes need to occur in response. The resolution specifically calls out the need for ongoing local law enforcement funding related to realignment, as well as modification of the criteria for which offenders are eligible for post-release community supervision; i.e., a non-violent, non-serious, non-sex offender criteria that focuses on total criminal history rather than merely the last recorded offense.

As a member of the League, our City values the policy development process provided to the General Assembly. Please contact Chris Hughes, City Manager, at (909) 395-2010, if you have any questions.

Sincerely,

Paul S. Leon

PAUL S. LEON
Mayor

From the Office of the Mayor
Shelly Higginbotham
760 Mattie Road
Pismo Beach, CA 93449
(805) 235-6604
shigginbotham@pismobeach.org

July 18, 2013

Bill Bogaard, President
League of California Cities
1400 K Street, Suite 400
Sacramento, California 95814

RE: Public Safety Realignment Resolution

Dear President Bogaard:

On behalf of the City of Pismo Beach, I am writing to express support for the League of California Cities' Public Safety Resolution, which will be submitted for consideration by the League's General Assembly at the September 2013 Annual Conference in Sacramento.

The League's Resolution seeks to highlight a number of deficiencies with the current public safety realignment policy, and what funding and policy changes need to occur in response. The resolution specifically calls out the need for ongoing local law enforcement funding related to realignment, as well as modification of the criteria for which offenders are eligible for post-release community supervision, i.e. a non-violent, non-serious, non-sex offender criteria that focuses on total criminal history rather than merely the last recorded offense.

As a member of the League, our City values the policy development process provided to the General Assembly. Please contact James R. Lewis, City Manager, at (805) 773-7007, if you have any questions.

Sincerely,
Shelly Higginbotham
Shelly Higginbotham
Mayor

City of Santa Barbara

Office of Mayor

HSchneider@SantaBarbaraCA.gov
www.SantaBarbaraCA.gov

July 19, 2013

Helene Schneider
Mayor

City Hall
735 Anacapa Street
Santa Barbara, CA
93101-1990

Mailing Address:
P.O. Box 1990
Santa Barbara, CA
93102-1990

Tel: 805.564.5323
Fax: 805.564.5475

Bill Bogaard, President
League of California Cities
1400 K Street, Suite 400
Sacramento, California 95814

RE: Public Safety Realignment Resolution

Dear President Bogaard:

On behalf of the City of Santa Barbara, I am writing to express support for the League of California Cities' Public Safety Resolution, which will be submitted for consideration by the League's General Assembly at the September 2013 Annual Conference in Sacramento.

The League's Resolution seeks to highlight a number of deficiencies with the current public safety realignment policy, and what funding and policy changes need to occur in response. The resolution specifically calls out the need for ongoing local law enforcement funding related to realignment, as well as modification of the criteria for which offenders are eligible for post-release community supervision, i.e. a non-violent, non-serious, non-sex offender criteria that focuses on total criminal history rather than merely the last recorded offense.

It is important to our City, that such state-mandated programs remain fully-funded and that the regulations do not impede our law enforcement officers' ability to use their professional discretion in protecting our community.

As a member of the League, our City values the League's leadership and policy direction on this issue.

Sincerely,

Helene Schneider,
Mayor

cc: Dave Mullinax, League of California Cities

Please consider the environment before printing this letter.

Item No. G.3

MV00213181

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MV00213182

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	SMB
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: August 27, 2013

TITLE: 2013 COUNCIL COMMITTEE PARTICIPATION APPOINTMENTS TO VACANT POSITIONS

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Appoint Council Member Victoria Baca to serve as the City of Moreno Valley's representative on the March Joint Powers Commission (MJPC).

2. Appoint Council Member Jesse L. Molina to serve as the City of Moreno Valley's alternate representative on the Riverside County Transportation Commission (RCTC).

3. Appoint Council Member Victoria Baca to serve as the City of Moreno Valley's alternate representative on the Riverside Transit Agency (RTA).

4. Appoint Council Member Jesse L. Molina to serve as the City of Moreno Valley's alternate representative on the Western Riverside Council of Governments (WRCOG).

5. Appoint Council Member Jesse L. Molina to serve on the City of Moreno Valley's Economic Development Subcommittee.

6. Appoint Council Member Jesse L. Molina to serve on the City of Moreno Valley's Finance Subcommittee.

7. Appoint Council Member Victoria Baca to serve as the alternate on the City of Moreno Valley's Public Safety Subcommittee.

BACKGROUND

Mayor Owings compiled the 2013 Council Committee Participation list to fill the vacant positions due to the resignation of City Council District 4 representative Marcelo Co.

It was also determined it would be appropriate for the City Council to make a separate motion for each agency that pays a stipend.

NOTIFICATION

Publication of the Agenda

ATTACHMENTS

1. 2013 Council Committee Participation – Mayor's Recommendations for Vacant Positions
2. 2013 Meeting Schedule

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

CITY COUNCIL
2013 COUNCIL COMMITTEE PARTICIPATION
Mayor's Recommendations to Fill Vacant Positions

CITY COUNCIL ADVISORY COMMISSIONS/ BOARDS :	***Primary***	***Alternate***
Arts Commission	BACA	STEWART
Environmental and Historical Preservation Board	BACA	STEWART
Library Commission	BACA	STEWART
Parks & Recreation Commission	BACA	STEWART
Recreational Trails Board	MOLINA	BACA
Senior Citizens' Board	MOLINA	STEWART
Traffic Safety Commission	STEWART	MOLINA

CITY COUNCIL SUBCOMMITTEES :		
Economic Development Subcommittee	OWINGS/MOLINA	BACA
Finance Subcommittee	OWINGS/MOLINA	STEWART
Public Safety Subcommittee	OWINGS/MOLINA	BACA

INTER-AGENCY :		
March Joint Powers Commission (JPC)	OWINGS/BACA	MOLINA
School Districts/City Joint Task Force	MOLINA/STEWART	BACA
*Riverside County Habitat Conservation Agency (RCHCA)	MOLINA	STEWART
*Riverside County Transportation Commission (RCTC)	OWINGS	MOLINA
*Riverside Transit Agency (RTA)	MOLINA	BACA
*Western Riverside Council of Governments (WRCOG)	OWINGS	MOLINA
*Western Riverside County Regional Conservation Authority (RCA)	MOLINA	STEWART

* **Mayor participation or designee**

Approved:

Attachment 1

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MV00213186

2013 MEETING SCHEDULE

Appointing Authority	Committee	Meeting Time	Meeting Schedule	Meeting Location	Meeting Address	Stipend
CITY ADVISORY BOARDS/COMMISSIONS						
Mayor	Arts Commission	6:30 p.m.	4th Wednesday of each month	Conference and Rec Center	14075 Frederick Street Moreno Valley	N/A
Mayor	Environmental and Historical Preservation Board	7:00 p.m.	2nd Monday of each odd numbered month	Council Chamber	14177 Frederick Street Moreno Valley	N/A
Mayor	Recreational Trails Board	5:00 p.m.	4th Wednesday of each odd numbered month	Senior Center	14075 Frederick Street Moreno Valley	N/A
Mayor	Library Commission	7:00 p.m.	3rd Thursday of each month	Library	25048 Alessandro Blvd. Moreno Valley	N/A
Mayor	Parks and Recreation Commission	6:00 p.m.	2nd Thursday of each odd numbered month	Conference and Rec Center	14075 Frederick Street Moreno Valley	N/A
Mayor	Senior Citizens' Board	3:00 p.m.	3rd Monday of each month	Senior Community Center	25075 Fir Avenue Moreno Valley	N/A
Mayor	Traffic Safety Commission	6:00 p.m.	1st Wednesday of each month	Council Chamber	14177 Frederick Street Moreno Valley	N/A
COUNCIL SUBCOMMITTEES						
Mayor	Economic Development Subcommittee		Generally 2nd Thurs. of ea	Council Chamber	14177 Frederick Street	N/A
Mayor	Finance Subcommittee		No established time/day	Training Room	14177 Frederick Street	N/A
Mayor	Public Safety Subcommittee	10:00 a.m.	Generally on a Monday of each month	Training Room	14177 Frederick Street	N/A
TER-AGENCIES						
yor	*League of California Cities (LCC) Riverside County Division*	6:00 p.m.	2nd Monday of odd numbered month	Varies	Varies	N/A
Mayor	*Riverside County Habitat Conservation Agency (RCHCA)*	10:00 a.m.	Quarterly, 3rd Thursday Feb., May, Sept., Nov.	County Admin Center	Board Chamber, Riverside	$100 per meeting
Mayor	*Western Riverside County Regional Conservation Authority (RCA)*	12:30 p.m.	1st Monday of each month	County Admin Center	4080 Lemon St., 1st Floor Board Chamber, Riverside	$100 per meeting Mileage @ IRS rate
Mayor	*School Districts/City Joint Task Force*	12:00 p.m. - 1:00 p.m.	About every six weeks,	Conference and Rec Center	14075 Frederick Street Moreno Valley	N/A
Mayor	*March Joint Powers Commission (MJPC)*	8:30 a.m.	3rd Wed. of each month	JPA Conference Center	23533 Meyer Drive, Riverside	$100 per meeting
		8:30 a.m.	1st Wed. of each month Study Session	JPA Conference Center	23533 Meyer Drive, Riverside	$100 per meeting
MJPA	Operations Assurance Task Force		Will meet as needed			$100 per meeting
Mayor	*Riverside Transit Agency (RTA)*	2:00 p.m.	4th Thursday of each month	RTA Office	1825 3rd Street, Riverside	$150 per day $600 cap per month
RTA	RTA Operations Committee	1:00 p.m.	1st Wednesday of each month	RTA Office	1825 3rd Street, Riverside	$150 per day $600 cap per month
TA	RTA Transportation NOW (T-NOW)	11:30 a.m.	3rd Thursday of each month	Council Chamber	14177 Frederick Street Moreno Valley	$150 per day $600 cap per month

MV00213187

2013 MEETING SCHEDULE

pointing Authority	Committee	Meeting Time	Meeting Schedule	Meeting Location	Meeting Address	Stipend
ER-AGENCIES (cont.)						
or	*Riverside County Transportation Commission (RCTC)*	9:30 a.m.	2nd Wednesday of each month	County Admin Center	4080 Lemon St., 1st Floor Board Chambers, Riverside	$100 per day, 4 days a month max
CTC	Mobile Source Air Pollution Reduction Review Committee (MSRC)	2:00 p.m.	3rd Thursday of each month	SCAQMD Headquarters	21885 E. Copley Dr., Conf. Room CC8, Diamond Bar	$100 per day, 4 days a month max
RCTC	RCTC Metrolink Briefings	9:30 a.m.	Wed. prior to SCRRA meeting, 4th Fri. of month	County Admin Center	4080 Lemon St, 3rd Floor, Riverside (Or Teleconference)	$100 per day, 4 days a month max
RCTC	RCTC Programs and Projects	1:30 p.m.	4th Monday of each month	County Admin Center	4080 Lemon St., 1st Floor, Board Chambers, Riverside	$100 per day, 4 days a month max
RCTC	Southern California Regional Rail Authority (SCRRA) Board	10:00 a.m.	4th Friday of each month	SCAG Offices	818 W. 7th St., 12th Floor Los Angeles	$100 per day, 4 days a month max
RCTC	Southern California Regional Rail Authority (SCRRA) Committee	10:00 a.m.	2nd Friday of each month	SCRRA Offices	700 S. Flower, Suite 2600 Los Angeles	$100 per day, 4 days a month max
Mayor	*Western Riverside Council of Governments Executive Committee (WRCOG)*	2:00 p.m.	1st Monday of each month	County Admin Center	4080 Lemon Street, 1st Floor Board Chambers, Riverside	$150 per meeting
WRCOG	Administrative & Finance Subcommittee	12:00 p.m.	2nd Wednesday of each month	County Admin Center	4080 Lemon St., 4th Floor, Conf. Room A, Riverside	$150 per meeting
WRCOG	Southern California Association of Governments (SCAG) Membership and Communication Subcommittee	8:30 a.m. - 10:30 a.m.	3rd Tuesday of each month prior to Regional Council	SCAG Offices	818 West 7th Street, Riverside B Room, Los Angeles	$120 per day, cap of 8 meetings per month
WRCOG	Southern California Association of Governments (SCAG) Community, Economic, and Human Dev. (CEHD)	10:00 a.m. - 12:00 p.m.	1st Thursday of each month	SCAG Offices	818 West 7th Street, Los Angeles	$120 per day, cap of 8 meetings per month
WRCOG	Southern California Association of Governments (SCAG) Regional Council	12:15p.m. - 2:00 p.m.	1st Thursday of each month	SCAG Offices	818 West 7th Street, San Bernardino Room, Los Angeles	$120 per day, cap of 8 meetings per month
WRCOG	Southern California Association of Governments (SCAG) Transportation Committee (TC)	10:00 a.m. - 12:00 p.m.	1st Thursday of each month	SCAG Offices	818 West 7th Street, San Bernardino Room, Los Angeles	$120 per day, cap of 8 meetings per month
County of Riverside	Airport Land Use Commission (ALUC)	9:00 a.m. - 11:00 a.m.	2nd Thursday of each month	County Admin Center	County Administration Center 4080 Lemon Street Board Room - 1st Floor	$150 per day
SUBCOMMITTEES						
	Moreno Valley Chamber of Commerce Legislative Action Committee	7:30 a.m.	2nd Friday of each month	Brandon's Diner	24626 Sunnymead Blvd. Moreno Valley	N/A
	Riverside Housing Development Corporation (RHDC) Board	No Regular Meeting	Meet approximately three times a year		4250 Brockton Avenue Riverside	TBA

MV00213188

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: August 27, 2013

TITLE: DISCUSSION AND APPOINTMENT REGARDING MAYOR PRO TEM POSITION

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Select a Council Member to serve as Mayor Pro Tem for the remainder of the unexpired term.

SUMMARY

The City Council's Rules of Procedure provide that the City Council meet annually at its first regular meeting in December of each year to choose one of its number as Mayor Pro Tem. Due to the resignation of the Council Member serving as Mayor Pro Tem on August 13, 2013, the City Council may appoint a Mayor Pro Tem to fill the vacancy.

Section 4.2.3 of the Rules of Procedure provides that nominations for the office of Mayor Pro Tem may be made by any member of the City Council and need not be seconded in order to be effective. Each selection shall be by three or more affirmative votes. In the event that no person receives three or more votes in the selection process for the office, the selection process shall be repeated immediately; provided, however, that the two persons receiving the highest number of votes in the preceding selection process shall be the only nominees for the office to be filled. If, upon repeating the selection process for Mayor Pro Tem, no person has yet received three affirmative votes for such office, the City Council may either repeat the selection process until the officer has been duly selected or may continue the selection to the next regular meeting of the City Council.

Voting in the selection of Mayor Pro Tem shall be by written ballot unless the City Council, by three or more affirmative votes, determines to conduct the selection process by voice vote. If conducted by written ballot, the vote of each Council Member shall remain undisclosed until all votes have been cast and have been lodged with the City Clerk. The City Clerk shall then read aloud into the minutes of the City Council the identity of the voting Council Member and the name of the person for whom such person is voting. The written ballots shall be public documents and shall be retained in the records of the City Council. The Standard Code of Parliamentary Procedure shall apply to resolve any question of procedure arising during the selection process, which is not governed by Section 4.2 of the City Council Rules of Procedure.

The new appointed Mayor Pro Tem shall serve until the next meeting scheduled for selection of Mayor Pro Tem, pursuant to Section 4.2 of City Council's Rules of Procedure.

ALTERNATIVES

1. Conduct the appointment by selecting a new Mayor Pro Tem.

2. Continue the selection to the next regular meeting of the City Council if upon repeating the selection process, no person receives three affirmative votes for Mayor Pro Tem.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

ATTACHMENTS

None

Prepared By:
Jane Halstead
City Clerk, CMC

Department Head Approval:
Jane Halstead
City Clerk, CMC

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: August 27, 2013 (Continued from June 25, 2013)

TITLE: APPOINTMENTS TO THE CITY COUNCIL ADVISORY BOARDS AND COMMISSIONS

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Extend the expiring August 31, 2013 terms of the current City Council Advisory Board and Commission members to October 31, 2013 to allow additional time for recruitment.

SUMMARY

At the June 25, 2013, the City Council continued appointments to various advisory boards and commissions to the August 27, 2013 City Council meeting and extended June 30, 2013 expiring terms to August 31, 2013. Applications were accepted by the City Clerk's Office to fill vacancies for the various City Council Boards and Commissions, with certain terms expiring June 30, 2013. An insufficient number of applications were received to fill the vacancies.

Members with expiring terms were notified and advised of the need to submit a new application to be considered for reappointment. Appropriate time frames with respect to posting notices of vacancies were followed.

As provided in the City's Municipal Code, the appointees will serve without compensation for designated terms.

Staff recommends extending the August 31, 2013 expiring terms of the current board and commission members to October 31, 2013 to allow additional time for recruitment

to fill vacancies. Staff recommends extending the deadline to submit applications to Monday, September 30, 2013.

The commissions, boards, applicants, and vacancies are as follows:

ACCESSIBILITY APPEALS BOARD
Two (2) terms expiring June 30, 2016
Physically Challenge Representative

One (1) term expiring June 30, 2015
Public Representative

One (1) term expiring June 30, 2014
Construction Representative

Applicants:
L. Lawrence Baird *
Mary Mc Bean

ARTS COMMISSION
One (1) term expiring June 30, 2016
One (1) term expiring June 30, 2015

Applicants:
Stephen "Steve" Healton
Clarence Robert Hogan
Eric von Mizener *
Saifur R. Osmani ***

ENVIRONMENTAL AND HISTORICAL PRESERVATION BOARD
Three (3) terms expiring June 30, 2016

Applicants:
Jan L. Beyers *
Reese McClure *
Naeem Qureshi *

LIBRARY COMMISSION
Two (2) terms expiring June 30, 2016
Two (2) terms expiring June 30, 2015

Applicants:
Christine A. Duchene
David Namazi **

PARKS AND RECREATION COMMISSION
Three (3) terms expiring June 30, 2016

Applicants:
James C. Baker II *
Juanita Maria Barnes *
Virgil Chancy*
Saifur R. Osmani **/***

RECREATIONAL TRAILS BOARD
Three (3) terms expiring June 30, 2016

Applicants:
Carolyn D. Bailey
Manzell Baskerville *
Kim M. Nelson *

SENIOR CITIZENS' BOARD
Three (3) terms expiring June 30, 2016
One (1) term expiring June 30, 2015
Two (2) terms expiring June 30, 2014

Applicants:
Sara W. Anderson *
Maria D. Davis **
Vonzetta Fielding *
Linda D. Moore **
Delanna Towsend *

TRAFFIC SAFETY COMMISSION
Two (2) terms expiring June 30, 2016
One (1) term expiring June 30, 2014

Applicants:
Miguel Arciniega *
Shor Denny
Denise Fleming
Thomas D. Hines
Alvin C. Horn
Thomas Ketcham
Lori Nickel

*Incumbent
** Was not able to attend at least one meeting prior appointment
*** Applied for more than one board/commission

ALTERNATIVES

1. Extend the expiring August 31, 2013 terms of the current board and commission members to October 31, 2013 to allow time for additional recruitment.

2. Do not extend the expiring June 30, 2013 terms of the current board and commission members (staff doesn't recommend this option).

NOTIFICATION

1. Publication of the agenda

2. Report and agenda mailed to applicants

ATTACHMENTS

None

Prepared By:
Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval:
Jane Halstead
City Clerk, CMC

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

AGENDA

CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

September 10, 2013

SPECIAL PRESENTATIONS – 5:30 P.M.
REGULAR MEETING – 6:00 P.M.

City Council Study Sessions
First & Third Tuesdays of each month – 6:00 p.m.
City Council Meetings
Second & Fourth Tuesdays of each month – 6:00 p.m.
City Council Closed Sessions
Immediately following Regular City Council Meetings and Study Sessions, unless no Closed Session Items are Scheduled

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3705 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Tom Owings, Mayor

_____Mayor Pro Tem
Jesse L. Molina, Council Member

Richard A. Stewart, Council Member
Victoria Baca, Council Member

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
September 10, 2013

CALL TO ORDER – 5:30 PM

SPECIAL PRESENTATIONS

1. Recognition of 2013 Summer Reading Program Super Readers, by Moreno Valley Friends of the Library

2. Proclamation Recognizing National Preparedness Month - September 2013

3. Business Spotlight
   a) Sonora Grill Restaurant (District 5)
   b) Tutu Barre Dance & Fitness Studio (District 4)

MV00213196

AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
AND THE BOARD OF LIBRARY TRUSTEES

THE CITY COUNCIL RECEIVES A SEPARATE STIPEND FOR CSD MEETINGS

REGULAR MEETING - 6:00 PM
SEPTEMBER 10, 2013

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION

Captain Julius Murphy - The Salvation Army - Moreno Valley Corps

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

MV00213197

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority or the Board of Library Trustees requests that an item be removed for separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF JULY 9, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES FOR THE PERIOD OF JULY 3 - AUGUST 20, 2013. (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

A.4 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES FOR THE PERIOD OF AUGUST 21 - SEPTEMBER 9, 2013.(Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

A.5 APPROVE ECONOMIC DEVELOPMENT RATE AGREEMENT REVISION FOR MORENO VALLEY UTILITY (Report of: Public Works Department)

Recommendation:
1. Approve revision to the Economic Development Rate Agreement for Moreno Valley Utility.

A.6 AUTHORIZE SUBMISSION OF GRANT FUNDING APPLICATIONS FOR RIVERSIDE COUNTY TRANSPORTATION COMMISSION'S MULTI-FUNDING CALL FOR PROJECTS AND APPROVE RESOLUTION 2013-65

MV00213198

(Report of: Public Works Department)

Recommendations

1. Authorize the submittal of grant applications for the Riverside County Transportation Commission's (RCTC) Multi-funding Call for Projects.

2. Approve Resolution No. 2013-65. A Resolution of the City Council of the City of Moreno Valley, California indicating the City's commitment to provide a funding match for projects selected as a part of the RCTC Multi-funding Call for Projects. Resolution No. 2013-65, a Resolution of the City Council of the City of Moreno Valley, California, authorizing the submittal of applications for the RCTC Multi-Funding Call for Projects and Matching Fund Commitment

A.7 AWARD THE PURCHASE OF EMERGENCY VEHICLE PRE-EMPTION EQUIPMENT TO GLOBAL TRAFFIC TECHNOLOGIES FOR RETROFITTING 117 EXISTING SIGNALIZED INTERSECTIONS—PROJECT NO. 808 0010 70 76 (Report of: Public Works Department)

Recommendations

1. Award the purchase of Emergency Vehicle Pre-emption systems for Project No. 808 0010 70 76 to Global Traffic Technologies.

2. Authorize the Purchasing & Facilities Division Manager to execute a Purchase Order to Global Traffic Technologies, in the amount of $319,062.39 ($282,356.10 for the bid amount, plus sales tax and 5% contingency) - Account No. 3302-70-76-80008-660310).

A.8 APPROVAL OF PAYMENT REGISTER FOR MAY, 2013
(Report of: Financial & Management Services Department)

Recommendation:

1. Adopt Resolution No. 2013-66. A Resolution of the City of Moreno Valley, California approving the Payment Register for the month of May, 2013 in the amount of $12,527,069.50. Resolution No. 2013-66, A Resolution of the City Council of the City of Moreno Valley, California, Approving the Payment Register for the Month of May, 2013.

A.9 APPROVAL OF PAYMENT REGISTER FOR JUNE, 2013
(Report of: Financial & Management Services Department)

Recommendation:

1. Adopt Resolution No. 2013-67. A Resolution of the City of Moreno Valley, California approving the Payment Register for the month of June, 2013 in the amount of $22,008,214.83. A Resolution of the City

Council of the City of Moreno Valley, California Approving the Payment Register for the Month of June, 2013.

A.10 RECEIPT OF QUARTERLY INVESTMENT REPORT – QUARTER ENDED JUNE 30, 2013
(Report of: Financial & Management Services Department)

Recommendation:

1. Receive and file the Quarterly Investment Report, in compliance with the City's Investment Policy.

A.11 ADOPT RESOLUTION NO. 2013-68 APPROVING THE RELOCATION PLAN FOR ELIGIBLE OCCUPANTS OF A SINGLE FAMILY RESIDENCE LOCATED AT 13597 NASON STREET (APN 487-470-017) FOR THE NASON STREET FROM CACTUS AVENUE TO FIR AVENUE STREET IMPROVEMENT PROJECT – PROJECT NO. 801 0001 70 77 (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2013-68 approving the Relocation Plan for eligible occupants of a single family residence located at 13597 Nason Street (APN: 487-470-017). Resolution No. 2013-68, A Resolution of the City Council of the City of Moreno Valley, California, Approving the Relocation Plan for Eligible Occupants of a single family residence located at 13597 Nason Street (APN 487-470-017) for the Nason Street from Cactus Avenue to Fir Avenue Street Improvement Project – Project No. 801 0001 70 77.

A.12 RIGHT OF WAY EASEMENTS (APNS 487-470-023 AND 487-470-026) AND DRAINAGE EASEMENT (APN 487-470-023) FOR THE NASON STREET FROM CACTUS AVENUE TO FIR AVENUE STREET IMPROVEMENT PROJECT - PROJECT NO. 801 0001 70 77 (Report of: Public Works Department)

Recommendations

1. Adopt Resolution No. 2013-69. A Resolution of the City Council of the City of Moreno Valley, California, granting a roadway easement on City owned parcels fronting the west side of Nason Street between Alessandro Boulevard and Cottonwood Avenue known as Assessor Parcel Numbers 487-470-023 and 487-470-026.

2. Authorize the granting of roadway easements for the City owned parcels known as Assessor Parcel Numbers 487-470-023 and 487-470-026.

3. Direct the City Clerk to forward the Resolution to the Mayor for

execution and the roadway Easement Deeds to the Public Works Director/City Engineer for execution and to forward the documents to the County Recorder's office for recordation for Assessor Parcel Numbers 487-470-023 and 487-470-026.

4. Adopt Resolution No. 2013-70. A Resolution of the City Council of the City of Moreno Valley, California, granting a drainage easement on a City owned parcel on the northwest corner of Alessandro Boulevard and Nason Street known as Assessor Parcel Number 487-470-023.

5. Authorize the granting of a drainage easement for the City owned parcel known as Assessor Parcel Number 487-470-023.

6. Direct the City Clerk to forward the Resolution for Assessor Parcel Number 487-470-023 to the Mayor for execution and the Drainage Easement to the Public Works Director/City Engineer for execution and to forward the documents to the County Recorder's office for recordation for Assessor Parcel Number 487-470-023.

A.13 APPROVE BIO-TOX LABORATORIES PURCHASE ORDER FOR $125,000 (Report of: Police Department)

Recommendation:

1. Authorize the Moreno Valley Police Department to execute a Purchase Order to Bio-Tox Laboratories, 1965 Chicago Ave. #C, Riverside, CA 92507, for $125,000 (Account No. 1010-60-65-40010-625099)

A.14 PA07-0080 (PM 35672) – APPROVE PARCEL MAP AND ACCEPT THE AGREEMENT AND SECURITY FOR PUBLIC IMPROVEMENTS (Report of: Public Works Department)

Recommendations

1. Approve Parcel Map 35672 and authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

2. Accept the Agreement and Security for Public Improvements.

3. Authorize the Mayor to execute the Agreement.

4. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.

5. Authorize the City Engineer to execute any future time extension

amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

A.15 PA13-0012 – APPROVAL OF PROPOSED RESOLUTION FOR THE VACATION OF A PORTION OF JOY STREET FROM CACTUS AVENUE TO BRODIAEA AVENUE (Report of: Public Works Department)

Recommendations

1. Adopt the Resolution No. 2013-71. A Resolution of the City Council of the City of Moreno Valley, California, ordering the vacation of a portion of Joy Street from Cactus Avenue to Brodiaea Avenue.

2. Direct the City Clerk to certify said resolution and transmit a copy of the resolution to the County Recorder's office for recording.

A.16 RECOMMENDATION TO ESTABLISH THE CLASSIFICATION OF RECYCLING SPECIALIST IN THE PUBLIC WORKS DEPARTMENT (Report of: Administrative Services Department)

Recommendation:

1. Adopt the new position, class specification and salary range of the Recycling Specialist in the Public Works Department.

A.17 APPROVAL OF PAYMENT REGISTER FOR JULY, 2013 (Report of: Financial & Management Services Department)

Recommendation:

1. Adopt Resolution No. 2013-72. A Resolution of the City Council of the City of Moreno Valley, California, approving the Payment Register for the month of July, 2013 in the amount of $11,239,988.26.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF JULY 9, 2013 (Report of: City Clerk's Department)

Recommendation:

1. Approve as submitted.

B.3 REPLACEMENT OF PLAY STRUCTURES AND PLAYGROUND SURFACING AT FAIRWAY PARK, EL POTRERO PARK, AND BETHUNE PARK

(Report of: Parks & Community Services Department)

Recommendations

1. Award Purchase Order to Miracle Recreation Equipment Company, 8445 Solution Center, Chicago, IL 60677-8004 for material and labor to replace play structures and playground surfacing at Fairway Park, El Potrero Park, and Bethune Park.

2. Authorize the Purchasing Manager to execute a purchase order in an amount not to exceed $381,928.11 as appropriated in FY13/14, in GL account 3006-50-57-80007-720199, project number 807 0004 50 57 3006Q.

3. Authorize the issuance of a Purchase Order to Miracle Recreation Equipment Company, in the amount of $381,928.11 ($356,928.11 for the bid amount plus 7% contingency) when the contract has been signed by all parties.

4. Authorize the Parks and Community Services Director to execute any subsequent change orders to the contract with Miracle Recreation Equipment Company, up to but not to exceed the Purchase Order contingency of $25,000 subject to the approval of the City Attorney.

5. Authorize the Parks and Community Services Director to accept the improvements into the Community Services District's maintained system upon acceptance of the improvements as complete.

B.4 AMEND THE CONTRACT WITH THINK TOGETHER, INC., TO OPERATE DAY-TO-DAY ACTIVITIES AND FUNCTIONS INVOLVING THE CITY'S AFTER SCHOOL EDUCATION AND SAFETY (ASES) GRANT PROGRAM FOR FISCAL YEAR 2013-14 THROUGH FISCAL YEAR 2015-16
(Report of: Parks & Community Services Department)

Recommendations

1. Authorize the City Manager to amend the contract entered into with THINK Together, Inc., on April 26, 2011, to operate day-to-day activities and functions of the City's Prop 49 state-funded ASES after school grant program, as outlined within this document.

2. Authorize the additional revenue and expense budgets in the ASES Program Grant Fund (Fund 2202) for the ASES Grant Program in the amount of $520,050, respectively, upon approval of the contract amendment with THINK Together, Inc.

B.5 ACCEPTANCE OF GRANT MONIES FROM THE CALIFORNIA DEPARTMENT OF EDUCATION, CHILD DEVELOPMENT SERVICES,

FOR CHILD CARE SERVICES AND ADOPTION OF THE RESOLUTION TO CERTIFY THE APPROVAL OF THE GOVERNING BOARD
(Report of: Parks & Community Services Department)

Recommendations

1. Authorize the acceptance of grant money in the amount of $547,461 for Fiscal Year (FY) 2013/2014 from the California Department of Education, Child Development Division, for the purpose of providing school age child care and development services.

2. Adopt Resolution No. CSD 2013-16. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, certifying the approval of the governing board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel, to sign contract documents for FY 2013/2014.

B.6 SECOND EXTENSION OF THE AGREEMENT – PROJECT NO. 2011 TREE TRIM/REMOVAL MAINTENANCE
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Second Extension of the Agreement ("Second Extension Agreement") for Project No. 2011, Tree Trim/Removal Services, with West Coast Arborists, Inc., 2200 E. Burton Street, Anaheim, CA 92806 for tree trimming and removal services within Community Services District (CSD) zones D, E-1, E-1A, E-2, E-3, E-4, E-7, E-8, E-12, E-14, E-15, E-16, M and S.

2. Authorize the City Manager to execute the Second Extension Agreement for tree trimming/removal services with West Coast Arborists, Inc.

3. Authorize the issuance of a purchase order for services beginning September 1, 2013 to West Coast Arborists, Inc., in the not-to-exceed (NTE) amount of $97,050.00. This amount includes $82,705.00 for base and $14,345.00 for additional work.

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, within Council approved annual budgeted amounts, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF JULY 9, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF JULY 9, 2013 (Report of: City Clerk's Department)

Recommendation:
1. Approve as submitted.

E. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

E.1 PUBLIC HEARING FOR AN AMENDMENT 4 TO DEVELOPMENT AGREEMENT 102-89, P13-027 (REGARDING TENTATIVE TRACT 24203) THE APPLICANT IS BLUE RIBBON ENTERPRISES, LLC AND HIGHLAND HILLS DEVELOPMENT CORP(Report of: Community & Economic Development Department)

Recommendations That the City Council:
1. RECOGNIZE that the Development Agreement Amendment will not have the potential for any direct or indirect impacts under CEQA and is therefore exempt under Section 15061 of the CEQA Guidelines.

2. ADOPT Resolution No. 2013-73. A Resolution of the City of Moreno Valley, California, Approving the Fourth Amendment to Development Agreement 102-89 (P13-027) to Extend the Term of the Agreement by Five Years and Modifying the Terms of the Agreement Related to the Park Improvements for Tentative Tract 24203.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR

SEPARATE ACTION

G. REPORTS

G.1 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 291-650-011 BALLOTING FOR NPDES (Report of: Financial & Management Services Department)

Recommendations That the City Council:

1. Accept public comments regarding the mail ballot proceeding for Assessor Parcel Number (APN) 291-650-011 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.

G.2 MONTHLY REPORT: MORENO VALLEY ANIMAL SHELTER ADOPTION RATE (Report of: Administrative Services Department)

Recommendations That the City Council:

1. Receive and file the Monthly Report: Moreno Valley Animal Shelter Adoption Rate for the periods of May 1, 2013 to May 31, 2013 and June 1, 2013 to June 30, 2013.

G.3 APPOINT A VOTING DELEGATE AND ALTERNATE DELEGATES FOR THE LEAGUE OF CALIFORNIA CITIES (LCC) 2013 ANNUAL CONFERENCE BUSINESS MEETING (Report of: City Clerk's Department)

Recommendations That the City Council:

1. Appoint a voting delegate, and first and second alternate delegates for the League of California Cities (LCC) 2013 Annual Conference business meeting.

G.4 2013 COUNCIL COMMITTEE PARTICIPATION APPOINTMENTS TO VACANT POSITIONS (Report of: City Clerk's Department)

Recommendations That the City Council:

1. Appoint Council Member Victoria Baca to serve as the City of Moreno Valley's representative on the March Joint Powers Commission (MJPC).

2. Appoint Council Member Jesse L. Molina to serve as the City of Moreno Valley's alternate representative on the Riverside County Transportation Commission (RCTC).

3. Appoint Council Member Victoria Baca to serve as the City of Moreno

Valley's alternate representative on the Riverside Transit Agency (RTA).

4. Appoint Council Member Jesse L. Molina to serve as the City of Moreno Valley's alternate representative on the Western Riverside Council of Governments (WRCOG).

5. Appoint Council Member Jesse L. Molina to serve on the City of Moreno Valley's Economic Development Subcommittee.

6. Appoint Council Member Jesse L. Molina to serve on the City of Moreno Valley's Finance Subcommittee.

7. Appoint Council Member Victoria Baca to serve as the alternate on the City of Moreno Valley's Public Safety Subcommittee.

G.5 DISCUSSION AND APPOINTMENT REGARDING MAYOR PRO TEM POSITION (Report of: City Clerk's Department)

Recommendations That the City Council:

1. Select a Council Member to serve as Mayor Pro Tem for the remainder of the unexpired term.

G.6 APPOINTMENTS TO THE CITY COUNCIL ADVISORY BOARDS AND COMMISSIONS (Report of: City Clerk's Department)

Recommendations That the City Council:

1. Ratify extending the expiring August 31, 2013 terms of the current City Council Advisory Board and Commission members to October 31, 2013 to allow additional time for recruitment.

G.7 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

G.8 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/City as Successor Agency for the Community Redevelopment Agency/Housing Authority or Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

MV00213208

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF SECTION 54956.9

Number of Cases: 5

2 SECTION 54956.9(d)(4) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

ADJOURNMENT

CERTIFICATION

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, certify that the City Council Agenda was posted in the following places pursuant to City of Moreno Valley Resolution No. 2007-40:

City Hall, City of Moreno Valley
14177 Frederick Street

AGENDA
September 10, 2013

Moreno Valley Library
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center
25075 Fir Avenue

Jane Halstead, CMC,
City Clerk

Date Posted: September 4, 2013

AGENDA
September 10, 2013

MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
July 9, 2013

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Presentation of 4th of July Parade Awards

2. Business Spotlight
   a) Fix Auto Moreno Valley
   b) Estates, Furniture, Cabinets & Flooring

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:00 PM
July 9, 2013

CALL TO ORDER

The Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority and the Board of Library Trustees was called to order at 6:08 p.m. by Mayor Tom Owings in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Frank Wright

INVOCATION - Dr. Janet Wallace - Agape Fellowship

ROLL CALL

Council:

Tom Owings	Mayor
Marcelo Co	Mayor Pro Tem
Victoria Baca	Council Member
Jesse L. Molina	Council Member
Richard A. Stewart	Council Member

Staff:

Jane Halstead	City Clerk
Kathy Gross	Executive Assistant
Richard Teichert	Chief Financial Officer/City Treasurer
Suzanne Bryant	City Attorney
Michelle Dawson	City Manager
Joel Ontiveros	Police Chief
Abdul Ahmad	Fire Chief
Ahmad Ansari	Public Works Director

Tom DeSantis	Assistant City Manager
Mike McCarty	Parks & Community Services Director
John Terell	Interim Community and Economic Development Director

City Attorney, Suzanne Bryant, stated an issue has arisen that necessitates that a matter listed on the agenda under Closed Session be taken out of order. If the Council votes to go into Closed Session now, we will be discussing one item under Significant Exposure to Litigation pursuant to Government Code Section 54956.9 as listed on the agenda. A vote is needed to go into Closed Session now. No reportable action is anticipated. The other items listed on the Closed Session agenda will be discussed after the regular part of the meeting.

Motion to Approve discussing one item out of order listed on the Closed Session under Signficant Exposure to Litigation Pursuant to Government Code Section 54956.9 by m/Mayor Pro Tem Marcelo Co, s/Council Member Richard A. Stewart

Approved by a vote of 5-0.

Adjourned to Closed Session at 6:16 p.m.

Reconvened from Closed Session at 6:22 p.m. There was no reportable action at this time.

PUBLIC COMMENTS **ON ANY SUBJECT NOT ON THE AGENDA** UNDER THE JURISDICTION OF THE CITY COUNCIL

Mary Anne Gonzales

1. Development Growth
2. Negative Environment

Connie Pat

1. New resident with concerns
2. Negative comments against council

Danny Morales

1. Democracy

2. Recalls

3. Supports Council Member Victoria Baca and Jesse Molina

Raquel C.

1. Thank you for keeping the Morrison Park Fire Station

Louise Palomarez

1. 4th of July event, was a great concert and compliments to Parks & Community Services Director Mike McCarty

Chris Baca

1. Commends the City on the 4th of July event

2. Immigration Reform

Betty Masters

1. World Logistics Center (Opposed)

Tom Thornsley

1. World Logistics Center

2. Upcoming meeting will be held at Moreno Valley High School on July 13th from 10 a.m. - 12 p.m. to discuss the impacts of these types of warehouses.

3. Speaker Slips

Nicolas Gomez

1. Immigration Reform

Robert Palomarez

1. 4th of July was a blast and Parks & Community Services Director Mike McCarty did a great job.

Susan Owings

1. Public Safety costs

2. March Joint Powers Authority

Frank Wright

1. City Administration

Debra Craig

1. Recall

Alicia Espinoza

1. Recall

Curtis Gardner

1. Jobs

Craig Givens

1. March Joint Powers
2. Warehouses

Veronica Landaverde

1. Immigration Reform

Deanna Reeder

1. 4th of July event was great
2. Community Awareness Meeting
3. Speakers being interrupted/discriminated
4. Recall
5. Lawsuit mentioned

Tom Jerele Sr.

1. MVTV-3 congratulations on Emmy Nomination
2. Crossing Guard Continuation
3. 4th of July event
4. Recall

Scott Heveran

1. Speakers

Valerie Perris

1. New Resident
2. Medical Corridor

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, MORENO VALLEY HOUSING AUTHORITY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Tom Owings opened the agenda items for the Consent Calendars for public comments, which were received from Chris Baca (A.4), Jeff Giba (B.3, Supports), Deanna Reeder (A.7, A.9 (Opposed) and A.11), Scott Heveran (A.6), Marcia Amino (A.9, A.19), Susan Gilchrist (A.9, A.17), Craig Givens (A.4), Tom Thornsley (A.9), and Louise Palomarez (A.4).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF JUNE 25, 2013 (Report of: City Clerk's Department)

Recommendation:
Approved as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:
Approved as submitted.

A.4 REQUEST TO CONDUCT A FULL ROAD CLOSURE OF GILMAN SPRINGS ROAD IN SUPPORT OF RIVERSIDE COUNTY RECONSTRUCTION PROJECT
(Report of: Public Works Department)

Recommendations

1. Authorize a full road closure of Gilman Springs Road from SR60 to approximately 1.7 miles southerly of Alessandro Boulevard from September 15, 2013 to November 15, 2013.

2. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

A.5 ANNUAL STATEMENT OF INVESTMENT POLICY
(Report of: Financial & Management Services Department)

Recommendation:
Adopt the Annual Statement of Investment Policy

A.6 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY
(Report of: Public Works Department)

Recommendations
Approve Resolution No. 2013-48 amending the Electric Rates for Moreno Valley Utility. A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates, and Electric Service Rules, Fees, and Charges for Moreno Valley Utility.

A.7 AGREEMENT FOR ON-CALL LEGAL SERVICES
(Report of: City Attorney Department)

Recommendations
1. Approve and authorize the City Attorney to execute the Agreement for On-Call Legal Services with Meyers Nave.

2. Authorize the City Attorney to execute subsequent extensions or amendments subject to budget constraints and approvals.

A.8 APPROVE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF RIVERSIDE OFFICE OF EMERGENCY MANAGEMENT REGARDING URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDING FOR FEDERAL FISCAL YEAR 2011
(Report of: Fire Department)

Recommendations
1. Adopt Resolution No. 2013-62 of the City of Moreno Valley, California, approving the Memorandum of Understanding with the City of Riverside Office of Emergency Management regarding the Urban Area Security Initiative (UASI) grant funding for Federal Fiscal Year 2011. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the City to Enter into a Memorandum of Understanding With the City of Riverside Office of Emergency Management Regarding Urban Area Security Initiative (UASI) Grant Funding for Federal Fiscal Year 2011.

2. Authorize the allocation of $8,000 for expenditures related to the UASI grant funding for Federal Fiscal Year 2011 not to exceed the amount of grant award.

3. Authorize the City Manager or her designee to execute the Certificate of Non-Supplanting.

4. Authorize the City Manager or her designee to execute the Riverside Urban Area Security Initiative Certification Regarding Debarment, Suspension, and other Responsibility Matters.

5. Authorize the City Manager or her designee to execute the California Emergency Management Agency Fiscal Year (FY) 2011 Grant Assurances.

6. Accept the grant award from the City of Riverside Office of Emergency Management regarding the Urban Area Security Initiative (UASI) grant funding for Federal Fiscal Year 2011.

A.9 AUTHORIZATION TO AWARD AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES TO RBF CONSULTING FOR THE STATE ROUTE 60/THEODORE STREET INTERCHANGE IMPROVEMENTS - PROJECT NO. 801 0052 70 77
(Report of: Public Works Department)

Recommendations

1. Approve the Agreement for Professional Consultant Services with RBF Consulting, 3300 East Guasti Road, Suite 100, Ontario, CA 91761, to provide design services for a total contract not to exceed $1,750,183.

2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with RBF Consulting.

3. Authorize the issuance of a Purchase Order with RBF Consulting totaling $1,750,183 when the Agreement has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent related amendments to the Agreement for Professional Consultant Services with RBF Consulting, not to exceed the Purchase Order amount, subject to the approval by the City Attorney.

5. Authorize the re-appropriation of $2,000,000 in realized project savings from the Cactus Avenue/Nason Street Improvement project

MV00213218

to the SR-60/Theodore Street Interchange Improvements project.

A.10 AUTHORIZATION OF GRANT APPLICATION SUBMITTALS FOR CYCLE 6 OF THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)
(Report of: Public Works Department)

Recommendation:
Authorize the submittal of grant applications for Cycle 6 of the Highway Safety Improvement Program (HSIP).

A.11 AUTHORIZATION OF ANNUAL TECHNOLOGY SOFTWARE AND HARDWARE MAINTENANCE PAYMENTS AND WAIVING FORMAL BIDDING AND INSURANCE REQUIREMENTS FOR THESE PAYMENTS
(Report of: Financial & Management Services Department)

Recommendations

1. Waive the formal bidding requirements for technology annual maintenance payments.

2. Waive the insurance requirements for technology annual maintenance payments.

3. Authorize the City Manager to make technology annual maintenance payments to various vendors for an aggregate amount not-to-exceed $850,069 during Fiscal Year 2013-14 according to the schedule.

A.12 ACCEPTANCE OF DONATION IN THE AMOUNT OF $12,214 BY THE MORENO VALLEY FRIENDS OF THE LIBRARY FOR THE MORENO VALLEY PUBLIC LIBRARY
(Report of: Administrative Services Department)

Recommendations

1. Accept a monetary donation from the Moreno Valley Friends of the Library in the amount of $12,214.

2. Authorize the increase of $12,214 to the Moreno Valley Library FY 2012-13 operating budget.

3. Renew the annual subscription to BookLetters, which supports the Library's page on the City web site.

A.13 AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH ALL-AMERICAN ASPHALT FOR SR-60/NASON STREET INTERCHANGE IMPROVEMENTS –
PROJECT NO. 801 0012 70 77
(Report of: Public Works Department)

MV00213219

Recommendations

1. Authorize a Change Order to increase the existing Purchase Order with All-American Asphalt, in the amount of $39,091 for the SR-60/Nason Street Interchange Improvements.

2. Authorize the City Manager to execute the Change Order to the Purchase Order for All-American Asphalt.

3. Authorize the Public Works Director/City Engineer to execute any subsequent Contract Change Orders to the construction contract with All-American Asphalt up to, but not exceeding, the new increased Purchase Order amount, subject to approval of the City Attorney.

4. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements, punch-list items, and Caltrans acceptance is completed by the Contractor.

5. Authorize the Public Works Director/City Engineer to record the Notice of Completion and accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

A.14 AGREEMENT FOR AUTOMATED LIBRARY SERVICES DURING FISCAL YEARS 2013/2014 THROUGH 2015/2016
(Report of: Administrative Services Department)

Recommendation:
Approve the Agreement for Automated Library Services between Riverside County Library System and the City of Moreno Valley, for the period July 1, 2013, through June 30, 2016.

A.15 APPROVAL OF PAYMENT REGISTER FOR APRIL, 2013
(Report of: Financial & Management Services Department)

Recommendation:
Adopt Resolution No. 2013-63, Approving the Payment Register for the month of April, 2013 in the amount of $17,065,756.74. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Payment Register for the Month of April, 2013.

A.16 AUTHORIZATION FOR THE MAYOR TO SIGN THE SECOND AMENDMENT TO THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE FOR THE RIVERSIDE SUPERIOR COURT CASE ENTITLED RADOS, ET AL. V. CITY OF MORENO VALLEY

(Report of: City Attorney Department)

Recommendation:
Staff recommends that the City Council authorize the Mayor to sign the Second Amendment to the Settlement Agreement in the case Rados, et al. v. City of Moreno Valley (Riverside Superior Court Case No. RIC 425623).

A.17 RESOLUTION TO APPROVE A CONDITIONAL COMMITMENT BY MEANS OF A SECOND AMENDMENT TO THE AFFORDABLE HOUSING AGREEMENT (HOME) BETWEEN THE CITY OF MORENO VALLEY AND MV HEMLOCK LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP
(Report of: Community & Economic Development Department)

Recommendation:
Adopt Resolution No. 2013-64, approving a Conditional Commitment by means of Second Amendment to the Affordable Housing Agreement, in the amount of $700,000, from the City's HOME entitlement funds, by and between the City of Moreno Valley and MV Hemlock LP, a California Limited Partnership. A Resolution of the City Council of the City of Moreno Valley Approving a Conditional Commitment by Means of Second Amendment to the Affordable Housing Agreement (Home) between the City and MV Hemlock Limited Partnership, A California Limited Partnership.

A.18 PA07-0080, PM 35672 – REQUEST TO CONDUCT A FULL ROAD CLOSURE OF INDIAN STREET FROM IRIS AVENUE TO KRAMERIA AVENUE AND IRIS AVENUE BETWEEN INDIAN AVENUE AND CONCORD WAY FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM AUGUST 12, 2013 – NOVEMBER 1, 2013
(Report of: Community & Economic Development Department)

Recommendations

1. Authorize a full road closure of Indian Street from Iris Avenue to Krameria Avenue and Iris Avenue between Indian Avenue and Concord Way for the construction of street improvements from August 12, 2013 – November 1, 2013.

2. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

A.19 APPROVE THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY, CITY OF RIVERSIDE, AND MJPA FOR THE COLLECTION AND EXPENDITURE OF FAIR SHARE TRAFFIC IMPACT MITIGATION FEES

(Report of: Public Works Department)

Recommendation:
Approve the Cooperative Agreement between the City of Moreno Valley, City of Riverside, and March Joint Powers Authority (MJPA) for the collection and expenditure of fair share impact mitigation fees for the Meridian Specific Plan located within the MJPA.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF JUNE 25, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

B.3 AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROJECT NO. E-2 (HIDDEN SPRINGS) MAINTENANCE OF PARKWAY, MEDIAN AND OPEN SPACE LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Agreement for Project No. E-2/13-14 (Hidden Springs) Maintenance of Parkway, Median and Open Space Landscaping and Irrigation with Mariposa Landscapes, Inc., 15529 Arrow Highway, Irwindale, CA 91706 for landscape maintenance services of the parkways, medians and paseos (open spaces).

2. Authorize the City Manager to execute the Agreement for Project No. E- 2/13-14 with Mariposa Landscapes, Inc.

3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Mariposa Landscapes, Inc. in the not–to-exceed (NTE) amount of $104,282.00 ($85,482.00 for base and $18,800.00 for additional work).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize associated purchase orders (P.O.s) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF JUNE 25, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF JUNE 25, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 by m/Mayor Pro Tem Marcelo Co, s/Council Member Victoria Baca

Approved by a vote of 5-0.

Motion to hear Item G.2 out of order by m/Council Member Victoria Baca, s/Council Member Richard A. Stewart

Approved by a vote of 5-0.

E. PUBLIC HEARINGS

E.1 PUBLIC HEARING TO CONSIDER FEE SCHEDULE FOR FISCAL YEAR 2013-14
(Report of: Financial & Management Services Department)

Recommendations That the City Council:

1. Conduct a Public Hearing to receive public input on the proposed Fee Schedule for Fiscal Year 2013-14.

2. Adopt Resolution No. 2013-25, approving the Fee Schedule for Fiscal Year 2013-14. A Resolution of the City Council of the City of Moreno Valley, California, Establishing Specified Fees for Various

Services for Fiscal Year 2013-14 and Repealing Prior Resolutions that may be in Conflict

Mayor Tom Owings opened the public testimony portion of the public hearing. Public testimony was received from Susan Gilchrist and Tom Thornsley.

Motion to Approve Recommendation No. 2; and hold a Study Session in September 2013 to review the Fee Schedule and to revise as needed by m/Council Member Victoria Baca, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

Recess;

Reconvened.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

a) Report by Council Member Council Member Jesse L. Molina on Riverside Transit Agency (RTA)

Council Member Jesse L. Molina reported that Riverside Transit Agency (RTA) has allowed disabled Veteran's that have the U.S. Department of Veteran's Affair issued photo I.D. cards to ride the senior and discounted fares. Free on all RTA fixed route buses to ride free. A hearing will take place in Murrieta on July 16th from 2-3 p.m. Your new bus passes can be used to travel to the Murrieta Town hall meeting to celebrate "Dump the Pump" day, which RTA will be joining other transit agencies giving out prizes and free bus passes. The Dump the Pump day is on July 15th.

Item G.2 was discussed after the conclusion of the Joint Consent Calendars.

G.2 AUTHORIZATION TO AWARD CONTRACT TO ALL CITY MANAGEMENT SERVICES FOR THE ADMINISTRATION OF THE CROSSING GUARD PROGRAM
(Report of: Public Works Department)

MV00213224

Recommendations That the City Council:

1. Authorize the Award of a Crossing Guard Services Contract to All City Management Services to provide adult crossing guard services within the City commencing with the start of the 2013/2014 school year in mid-August.

2. Authorize the City Manager to execute an agreement with All City Management Services.

3. Authorize the issuance of a Purchase Order to All City Management Services in the amount of $440,972 for the first year of the agreement and subsequent purchase orders as necessary to fund the four subsequent years of services in accordance with the terms of the agreement.

4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with All City Management Services, if needed, subject to the approval of the City Attorney.

Motion to pull this item 1) to revisit at the next mid-year budget; and 2) keep the current level of service until then (throughout the school year) by m/Council Member Victoria Baca, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

G.3 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

City Manager and Assistant City Manager Speak to Local Groups

I was honored to be the speaker at the July 2nd meeting at Adelante, the monthly meeting of the Moreno Valley Hispanic Chamber of Commerce. I appreciate the Hispanic Chamber Board for inviting me to speak. Today Assistant City Manager Assistant City Manager Tom DeSantis and I spoke to the Moreno Valley Noon Rotary. We enjoyed sharing information with these community stakeholders and ambassadors for the community.

Helen Putnam Award Judging

I served as a judge for the 2013 Helen Putnam Award for Excellence for the League of California Cities. The Helen Putnam Award for Excellence program was designed to recognize and promote the outstanding efforts and innovative solutions made by city governments each year. There are a total of 12 categories and I judged the 18 entries submitted in the Public Safety category. Winners will be announced at the League's Annual

Conference in September.

Executive Team Participates in League Events

On June 26th I participated in a luncheon meeting hosted by Riverside County League of California Cities representative Erin Sasse for the city managers in Riverside County. The purpose of the meeting was to engage the managers in participating in regularly scheduled meetings to discuss League initiatives and items of mutual interest. Given the size of the County, this group has not been very cohesive in years past. Last night Assistant City Manager Assistant City Manager Tom DeSantis, CFO Rick Teichert, and Public Works Director Public Works Director Ahmad Ansari attended the League's Riverside County Division General meeting. Hosted by the City of Banning, the featured speaker was Randall Lewis of the Lewis Group of Companies.

July 4th Parade

As promised, with the exception of Interim Community and Economic Development Director John Terell who was out of state, ALL of your Executive Management Team participated in the July 4th parade last week and had such a fun time. Thanks to Public Works Director Ahmad Ansari and Assistant City Manager Tom DeSantis for letting us use their classic vehicles, and thank you to all of the residents lining the parade route. We enjoyed celebrating our nation's birthday with our residents and promise to participate each year as we all enjoyed ourselves very much.

Movies in the Park

This Thursday night's installment of the free movies in the park series features Kung Fu Panda 2. Bring your lawn chair, blanket, dinner, and family to the CRC, film starts at dusk.

G.4 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

The case "Sierra Club and Residents for a Livable Moreno Valley v. City of Moreno Valley and Vogel Engineers" Riverside Superior Court Case No. RIC 1215934 was dismissed on June 24, 2013.

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION

H.2 ORDINANCES - 2ND READING AND ADOPTION

H.2.1 ORDINANCE NO. 866 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING

SECTION 6.02 OF CHAPTER 6 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO REFUSE COLLECTION, TRANSFER AND DISPOSAL (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 25, 2013 BY A 5-0 VOTE) (Report of: Public Works Department)

Recommendations That the City Council:
Adopt Ordinance No. 866. An Ordinance of the City Council of the City of Moreno Valley, California, amending Municipal Code Section 6.02 of Chapter 6 of the City of Moreno Valley Municipal Code Relating to Refuse Collection, Transfer and Disposal.

Motion to Approve by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Council Member Victoria Baca

1. 4th of July - being in the parade with her grandchildren. Fireworks show was phenomenal. Parks & Community Services Director Mike McCarty is a leader of our Parks & Community Services Department and has a lot of people working under him. It takes a long time to put an event of this size together. 4th of July is a kickoff to summer. Commends City Council for putting the funds together for an event of this size. Thank you to the Police Department of keeping everything under control; no disorderly conduct. Loved the music, it was fantastic.

2. Recalls - it's Democracy. The recalls are part of the voting process. Everyone has the right to their opinions. We have a wonderful City and City staff.

3. Budget - Very happy we have a balanced budget; not too many Cities can say that.

Mayor Pro Tem Marcelo Co

1. 4th of July was the best we have ever seen. Thank you to staff and

the volunteers. Prepare for next year to have a better event.

2. Businesses in Moreno Valley, whether it is warehouses or restaurants - we need jobs and high paying jobs.

3. Submit your suggestions to the City Council on what you would like to do to work together and bring these jobs to Moreno Valley. The businesses will not come if we continue to fight.

Council Member Jesse L. Molina

1. 4th of July event and the parade. Everyone did a great job and it is better every year.

2. Unity of Moreno Valley - work together with a common goal.

3. Immigration Reform, maybe we can look into it?

4. Businesses don't like to see fighting amongst each other or with its citizens. United we can do things together; divided we cannot go anywhere.

5. Homes with children dream and come back giving and serving the community.

6. Thank you for voicing your opinions. We do listen.

Council Member Richard A. Stewart

1. 4th of July event and parade. Missed the fireworks in town, but we saw it from on top of the hill for the first time. Color Guard and posse, is a sworn officer and reserve riding his own horse.

2. Good news: Stater Bros. bought the Albertson's building. New restaurants coming to town.

3. Attended Moss Bros. ribbon cuttings with Council Member Victoria Baca - Volkswagen, GMC and Chevrolet.

4. Four Alarm fire last week in Moreno Valley storage shed. 23 engines and 3 truck companies. Very impressed with the Fire Department and how they handled this fire.

5. August 28 - Town hall meeting with Chief Ontiveros in District 2 and the Sunnymead Ranch Homeowners Association.

6. Miguel's Jr.

7. Recalls - More information coming out in August. It's not always what you think.

Mayor Tom Owings

1. Jeff Giba's remarks - credit really belongs to the City Manager, Assistant City Manager, the Public Works Director and their Division Managers have done right by us with outstanding customer satisfaction. City Manager, Michelle Dawson, and her staff have fulfilled her promises; Council has some credit, embracing standards for customer service. The Moreno Valley City Employee's Association has a lot to with embracing the initiative. Thanked Rick Teichert and Candace Cassel for their hard work. The speed of crew is speed of Captain, you deserve the same kudos. Personally thanked John Terell and Public Works Director, Ahmad Ansari, for greatest tool to use Utilities. The senior management is an effective way to make our future brighter.

There being no further business to conduct, the meeting was adjourned at 9:50 p.m. to Closed Session by unanimous informal consent.

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority was held in the City Manager's Conference Room, Second Floor, City Hall. The City Council met in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

The Closed Session was held pursuant to Government Code:

1 SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

a) Nancy Thompson V. City of Moreno Valley

b) City of Moreno Valley v. Matosantos, Chiang, Angulo, March Joint Powers Authority, Successor Agency to the March Joint Powers Redevelopment Agency, et al

2 SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF SECTION 54956.9

Number of Cases: 5

3 SECTION 54956.9(d)(4) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

4 SECTION 54956.8 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR

a)

Property:	33kV Substation Site
City Negotiator:	Ahmad R. Ansari, P.E.
Under Negotiation:	Price and terms of payment
Owner:	Moorpark Country Property
Owners Negotiator:	
APN	316-100-028, 030, 048, 050 and 051

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

None.

MV00213230

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 10:23 p.m. by unanimous informal consent.

Submitted by:

_____

City Clerk Jane Halstead, CMC
Secretary, Moreno Valley Community Services District
Secretary, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Secretary, Moreno Valley Housing Authority
Secretary, Board of Library Trustees

Approved by:

_____

Mayor Tom Owings
President, Moreno Valley Community Services District
Chairperson, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Moreno Valley Housing Authority
Chairperson, Board of Library Trustees

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: August 27, 2013

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Reports on Reimbursable Activities for the period of July 3 - August 20, 2013.

Reports on Reimbursable Activities July 3 - August 20, 2013			
Council Member	Date	Meeting	Cost
Victoria Baca	8/3/13	65th Los Angeles Area Emmy Awards MVTV3 Recognition	$125.00
	8/15-17/13	League of California Cities Latino Caucus – Hispanic Elected Local Officials (HELO)	$435.08
Marcelo Co		None	
Jesse L. Molina		None	
Tom Owings	7/24/13	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley	$15.00
Richard A. Stewart	8/6/13	Moreno Valley Hispanic Chamber of Commerce Adelante	$10.00

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: September 10, 2013

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Reports on Reimbursable Activities for the period of August 21 - September 9, 2013.

Reports on Reimbursable Activities August 21 - September 9, 2013			
Council Member	Date	Meeting	Cost
Victoria Baca	8/22/13	Moreno Valley Chamber of Commerce State of the City	
Marcelo Co	8/22/13	Moreno Valley Chamber of Commerce State of the City	
Jesse L. Molina	8/22/13	Moreno Valley Chamber of Commerce State of the City	
	8/28/13	Moreno Valley Chamber of Commerce Wake – Up Moreno Valley	
Tom Owings	8/22/13	Moreno Valley Chamber of Commerce State of the City	
Richard A. Stewart	8/22/13	Moreno Valley Chamber of Commerce State of the City	

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: September 10, 2013

TITLE: APPROVE ECONOMIC DEVELOPMENT RATE AGREEMENT REVISION FOR MORENO VALLEY UTILITY

RECOMMENDED ACTION

Recommendation:

1. Approve revision to the Economic Development Rate Agreement for Moreno Valley Utility.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

One of the primary reasons for the creation of the electric utility is to promote a competitive economic climate. The ability to attract businesses and jobs to the City through economic development incentives such as discounted electric rates is an important tool to expanding the tax base of the City. On June 12, 2012, the City Council adopted two electric rate schedules that offer discounted rates to attract new businesses and retain existing businesses in Moreno Valley based on certain criteria. The criteria for new businesses include the following:

a. Targeted industries

   i. Logistics/Distribution

   ii. Medical/Healthcare

iii. Auto Dealerships

b. Building/Area size

i. Logistics/Distribution	500,000 sf minimum
1. Tier 5 Discount Rate	
a. Regional Corporate Office Space	50,000 sf minimum
b. Perishable Space	200,000 sf minimum
ii. Medical/Healthcare	100,000 sf minimum
iii. Auto Dealerships	5 acres

c. Job Creation

i. Tier 1 Discount Rate	150 – 499 jobs
ii. Tier 2 Discount Rate	500 – 999 jobs
iii. Tier 3 Discount Rate	greater than 1000 jobs
iv. Tier 4 Discount Rate	350 jobs minimum
v. Tier 5 Discount Rate	200 jobs minimum

d. City Revenue Producer – either sales tax or use tax generation

i. Tier 1a Discount Rate	
ii. Tier 4 Discount Rate	minimum $40,000 annual sales tax revenue to the City

DISCUSSION

New commercial or industrial end-use customers that would otherwise receive service under Electric Rate Schedule TOU-LGS (Time of Use-Large General Service) and meet the criteria as stated above may take advantage of the Economic Development Rate. A TOU-LGS customer must have a monthly maximum demand that is expected to meet or exceed 500 kW in three months out of twelve months. Customers who wish to be placed on the Economic Development Rate must also sign a standard Moreno Valley Economic Development Rate Agreement. The current Economic Development Rate Agreement for new customers is being revised to clarify that new customers must qualify for Schedule TOU-LGS, and that if a new customer no longer qualifies as a Time

of Use customer, the economic development rate discount will be suspended and shall resume once the customer qualifies for Schedule TOU-LGS.

ALTERNATIVES

1. Approve the proposed revision to the Economic Development Rate Agreement for Moreno Valley Utility. *The revision to the Economic Development Rate Agreement clarifies the criteria for a new customer to qualify for the discounted rate, and will help the City's utility to attract new businesses.*

2. Do not approve the proposed revision to the Economic Development Rate Agreement for Moreno Valley Utility. *This would restrict the City's ability to offer competitive rates and attract new businesses.*

FISCAL IMPACT

There is no fiscal impact associated with the clarifying language to the Economic Development Rate Agreement for new customers.

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:
The municipal electric utility will generate revenues to provide funding for City programs and services over time. These revenues will help achieve important financial goals of the City.

POSITIVE ENVIRONMENT:
The proposed revision to the Economic Development Rate Agreement helps to create a positive environment for economic development within the community. The City of Moreno Valley Electric Utility will offer competitive rates and will help the City attract new businesses and jobs for the community.

NOTIFICATION

Posting of the Agenda.

ATTACHMENTS

Attachment 1 - Economic Development Rate Agreement.

Prepared By:
Jeannette Olko
Electric Utility Division Manager

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

CITY OF MORENO VALLEY ELECTRIC UTILITY

ECONOMIC DEVELOPMENT RATE AGREEMENT

FOR NEW OR EXPANDED LOAD ELECTRIC SERVICE CUSTOMER

This ECONOMIC DEVELOPMENT RATE AGREEMENT for New or Expanded Load Electric Service Customer is made and entered into this ____ day of _____, 20__ by and between _____ ("Customer"), and the CITY OF MORENO VALLEY ("Moreno Valley"), a California general law city and municipal corporation organized and existing under the laws of the State of California, each hereinafter sometimes referred to individually as "Party" and collectively as "Parties".

In consideration of the mutual covenants and promises in this Agreement, the Parties agree as follows:

1. DEFINITIONS

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

1.1 Agreement: This document and appendices, as amended from time to time.

1.2 Authorized Representative: The representative designated by each Party, in accordance with Section 14.1, to act on such Party's behalf with respect to those matters specified in this Agreement.

1.3 Economic Development Rate ("ED"): the rates and charges set forth in Schedule ED, subject to the terms and conditions of this Agreement.

1.4 Base Period Usage: As defined in Section 4 of this Agreement.

1.5 Commencement Date: The date on which Moreno Valley shall begin charging Customer for Electric Service at the Electric Rate as such date may be established pursuant to Section 6.2 and may be tolled pursuant to Section 11.4, but not to exceed twelve (12) months from the Effective Date.

1.6 Customer: Customer as defined in the Moreno Valley's Electric Rule 1.

1.7 Effective Date: The date this Agreement is executed by both parties, as set forth in the introductory paragraph of the Agreement.

1.8 Electric Rate: That Customer's Otherwise Applicable Rate Schedule for Electric Service, less the discounts set forth in Subsection 3.3.

1.9 Electric Rules: Applies to all or any combination of, Moreno Valley's "Electric Service Rules, Fees, and Charges", as modified from time to time and adopted by the Moreno Valley City Council.

1.10 Electric Service: Energy, demand, substation distribution and transmission service necessary to deliver such Energy to Customer's Points of Interconnection, and such other services that Moreno Valley is required to provided pursuant to this Agreement,

the Electric Service Rules and any programs or services mandated by a state or federal regulatory agency, or Moreno Valley's City Council.

1.11 Expanded Load: The amount of qualifying load eligible for discount under this Agreement and shall be measured as the difference between the new monthly, meter-documented energy use and demand, and the Base Period Usage.

1.12 Expanded Load Customer: A commercial or industrial customer currently served by Moreno Valley meeting the qualifications set forth in Schedule ED and expanding business operations within Moreno Valley's electric service area that will add new load and increase their average monthly demand by a minimum of 200 kW.

1.13 Forecast Maximum Demand: Customer's forecast of its Total Load maximum demand, including any expansion of load planned over the term of this Agreement.

1.14 Labor Dispute: A strike, walkout, lockout or other dispute between a Party's labor force and the Party.

1.15 Liquidated Damages: Damages owed by Customer to Moreno Valley as provided in Section 10 of this Agreement.

1.16 Minimum Charge: The amount as defined in Customer's Otherwise Applicable Rate Schedule.

1.17 Minimum Load: The minimum metered kilowatt input at the Point of Interconnection during one calendar month as averaged over a rolling one year period, as referenced for Customer in Section 5.

1.18 New Load Customer: A commercial or industrial customer meeting the qualifications set forth in Schedule ED, locating in Moreno Valley's electric service territory.

1.19 Otherwise Applicable Rate (OAR) Schedule: The rate schedule under which Customer is taking electric service from Moreno Valley at the time of signing this Agreement, and any applicable successor schedule.

1.20 Party, Parties: The parties to this Agreement are Moreno Valley and Customer, as defined above.

1.21 Total Load: customer's recorded (metered) load (energy and demand).

1.22 Uncontrollable Force(s): Any cause beyond the control of the Party affected and asserting excuse from performance, including but not restricted to flood, drought, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority, and action or inaction by or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority which by exercise of due diligence such Party could not reasonably have been expected to avoid and to the extent which by exercise of due diligence it has been unable to overcome. The Party claiming such Uncontrollable Force must give the other Party at least ten (10) days written notice of the commencement of such cause, and keep the other Party informed concerning the continuance of such cause.

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2 CUSTOMER AFFIDAVIT OF ELIGIBILITY

2.1 Customer represents and warrants to Moreno Valley that it satisfies the criteria for Schedule ED eligibility as indicated by Customer's initials below [Customer must initial Subsection 2.4 and one of Subsections 2.2 or 2.3.

2.2 ( ) New Load Customer that:

2.2.1 Has a projected minimum monthly electrical demand of at least 500 kW in any three months out of a twelve month period; or

2.3 ( ) Expanded Load Customer is an existing customer of Moreno Valley that:

2.3.1 Covenants to increase its average monthly demand by a minimum of 200 kW, and

2.3.2 Customer represents that all documents that it has provided to Moreno Valley as evidence of Customer's ability to maintain such a demand increase during the Agreement Term are true and correct.

2.4 ( ) Customer represents and warrants under penalty of perjury under the laws of the State of California that all covenants, statements of facts, representations, and documents provided to Moreno Valley with respect to Customer's eligibility for Schedule ED are true and correct.

3 ECONOMIC DEVELOPMENT RATE

3.1 Customer represents that it meets the applicability requirements of Schedule ED.

3.2 Customer agrees to purchase from Moreno Valley and Moreno Valley agrees to sell to Customer at the Electric Rate set forth herein, all of Customer's Electric Service requirements at Customer's Site(s) including Electric Service necessary to deliver such Energy to Customer's Points of Interconnection throughout the Term of this Agreement. Except as expressly provided in this Agreement, Moreno Valley shall provide such Electric Service in accordance with the Electric Rules. In the event any term of this Agreement adds to, varies or contradicts the Electric Rules, the terms of this Agreement shall prevail.

3.3 Subject to the terms and conditions of this Agreement, Moreno Valley will provide New Load Customers and only the Expanded Load for existing Customers a _____ discount off the Customer's bill calculated based on the rate components comprising its OAR for purchases of electricity (demand and energy) over the term of this Agreement.

	Tier 1/Tier 1a	**Tier 2**	**Tier 3**	**Tier 4**	**Tier 5**
Years 1 - 2	15%	20%	20%	20%	20%
Years 3 - 4	12%	15%	20%	20%	20%
Years 5 – 6	10%	10%	15%	20%	20%
Years 7 -12	-	-	-	20%	20%
Years 13 - 18					20%

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3.4 All charges for electric Service pursuant to this Agreement shall be subject to Moreno Valley's Public Purpose Program Charge, any applicable state or federal energy Tax, and any other governmental taxes, duties, or fees, as may be revised from time to time by the relevant regulatory authority, applicable to Electric Service provided by Moreno Valley.

3.5 The Electric Service provided herein is expressly reserved for Customer's sole use. Customer is prohibited from transferring, providing, or reselling all or any portion of such service to any third party or parties.

4 BASE PERIOD USAGE

4.1 Base Period Usage must be established for each Customer.

4.2 Moreno Valley shall determine Customer's Base Period Usage by estimating Customer's load characteristics, including estimated demand and energy usage on a time-of-use basis using available data, including Customer's previous electricity bills, if any. That calculation shall be used to determine Customer's Base Period Usage until recorded load data becomes available to more definitively establish Customer load characteristics. When Moreno Valley can more accurately estimate Customer's actual load characteristics, Customer's Base Period Usage shall be established based upon the new recorded data.

4.3 If Customer is subject to billing on a time-of-use basis but does not have the requisite historical data to determine its actual base period usage, Moreno Valley shall estimate Customer's load characteristics, including estimated demand and energy usage on a time-of-use basis using available data. That calculation shall be used as Customer's Base Period Usage until recorded load data becomes available to more definitively establish Customer's load characteristics. When Moreno Valley can more accurately estimate Customer's actual load characteristics, Customer's Base Period Usage shall be established based upon the new recorded data.

4.4 Base Period Usage is established as follows:

	Average Monthly Base Period Usage (kW)	Average Hourly Base Period Usage (kWh)
Facilities Related Demand		N/A
Summer On-Peak Mid-Peak Off-Peak Overall		
Winter Mid-Peak Off-Peak Overall		

Base Period Usage Facilities Related Demand is computed as follows:

1. Determine a Facilities Related Demand for each month in the period used to establish Base Period Usage that is the greater of:
    a. The maximum billing demand for the month, or
    b. 50% of the highest of all the billing demands in the period used to establish Base Period Usage.
2. Compute the average of the monthly Facilities Related Demands thus determined. This is Base Period Usage Facilities Related Demand.
3. An "XXX" entered above indicates that the entry is not applicable to Customer's Base Period Usage.

5 MINIMUM LOAD

5.1 Customer must maintain a Minimum Load for each year from the date service is first rendered under Schedule ED for the term of this Agreement.

5.2 The Minimum Load for a New Customer representing and warranting its eligibility for Schedule ED under Subsection 2.2 of this Agreement must be at least 500 kW, and qualify for Schedule TOU-LGS – Time of Use – Large General Service.

5.3 The Minimum Load for an Existing Customer representing and warranting its eligibility for Schedule ED under Subsection 2.3 of this Agreement cannot be lower than 200 kW.

5.4 If during any year of service the New Customer's Total Load maximum demand falls below 500 kW such that the New Customer no longer qualifies as a Time of Use customer, the Customer's discounts under Section 3.3 above shall be suspended for the balance of the year and such suspension shall begin with the month that the Customer is deemed no longer eligible to receive service under Schedule TOU-LGS. Customer's discounts applicable to total Load, shall resume at the beginning of the following year, subject to the terms of this provision. For purposes of this section, a year of service commences with the start of each level of discount set forth above in Section 3.3.

5.5 If during any year of service the Expanded Load Customer's Minimum Expanded Load falls below 200 kW in any three months, the Customer's discounts under Section 3.3 above shall be suspended for the balance of the year and such suspension shall begin with the month of the third occurrence. Customer's discounts applicable to Minimum Expanded Load shall resume at the beginning of the following year, subject to the terms of this provision. For purposes of this section, a year of service commences with the start of each level of discount set forth above in Section 3.3.

5.6 Any load reductions shown to be directly attributable to energy efficiency measures implemented after establishing Base Period Usage in this Agreement shall not adversely impact the calculation of Customer's Minimum Load. The imputed load reductions attributable to any energy efficiency measure implemented subsequent to the establishment of Base Period Usage shall be added back into the load calculation in the event that New Customer's Minimum Load falls below 500 kW, or Expanded Load

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Customer's Minimum Expanded Load falls below 200 kW. Provided that New Customer maintains usage of at least 500 kW, and Expanded Load Customer maintains their Minimum Expanded Load, net of any energy efficiency impacts, all Customer discounts shall apply.

6 COMMENCEMENT OF SERVICE

6.1 Moreno Valley will begin providing the Customer service under Schedule ED at the start of the next regular billing period following the date the Customer notifies Moreno Valley that service should begin under Schedule ED, which date shall not be more than 12 months from the effective date of this Agreement.

6.2 Customer estimates that service under Schedule ED shall commence at the start of the next regular billing period beginning after _____ and shall provide Moreno Valley at least five business days' notice of any change in such date.

7 ACKNOWLEDGEMENT

7.1 Except as otherwise amended herein, customer acknowledges that it is fully subject to all terms and conditions contained in Customer's OAR, or its successor rate schedule, all of the Moreno Valley's rules, and all terms and conditions of service contained in Moreno Valley's rates. Any provision pertaining to either a peak period rate limiter or an average rate limiter does not apply.

7.2 Customer also acknowledges that Moreno Valley may request documentation to support Customer's signed Affidavit and may verify any supporting documentation and statements Customer has made in support of its signed Affidavit.

8 TERM

8.1 This Agreement shall be effective for six years following the commencement of service under Schedule ED pursuant to Section 6 of this Agreement for Tiers 1/1a, Tier 2, or Tier 3. This Agreement shall be effective for twelve years following the commencement of service under Schedule ED pursuant to Section 6 of this Agreement for Tier 4. This Agreement shall be effective for eighteen years following the commencement of service under Schedule ED pursuant to Section 6 of this Agreement for Tier 5.

8.2 At the end of the sixth year, Customer will no longer take service under Schedule ED and will be billed only under its OAR, effective with the start of the next regular billing period following the end of the sixth year of service under this Agreement for Tiers 1/1a, Tier 2, and Tier 3. Under Tier 4, the Customer will no longer take service under Schedule ED and will be billed only under its OAR, effective with the start of the next regular billing period following the end of the twelfth year of service under this Agreement. Under Tier 5, the Customer will no longer take service under Schedule ED

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and will be billed only under its OAR, effective with the start of the next regular billing period following the end of the eighteenth year of service under this Agreement.

8.3 This Agreement is not renewable at the expiration of its term.

9 TERMINATION

This Agreement may be terminated (subject to payment of Liquidated Damages as provided for in Section 10) by either party upon written notice as follows.

9.1 Termination for Misrepresentation or Fraud: Moreno Valley may terminate this Agreement upon five business days' notice if any representation made by Customer in this Agreement is untrue in any material respect, or if any statement in Customer's Affidavit was untrue, or if Moreno Valley determines that Customer was not eligible for Schedule ED when this Agreement was signed, in which case Liquidated Damages as set forth in Section 10.3 shall be paid.

9.2 Termination at Customer's Request: customer may request termination of this Agreement at any time by providing at least 60 days' written notice to Moreno Valley.

9.3 Termination for Nonpayment: Moreno Valley may terminate this Agreement if Customer fails to pay any amount due, under Schedule ED within 30 days after receipt of notice of nonpayment from Moreno Valley. Customer shall be liable for all unpaid amounts and any late payment charges.

9.4 Termination for Noncompliance: Moreno Valley may terminate this Agreement upon five business days' notice if Customer fails to comply with any term or condition of Schedule ED or this Agreement, or if Customer ceases the operations to which this Agreement applies or moves such operations out of the Moreno Valley's service territory.

9.5 Termination for Ineligibility: Moreno Valley may terminate this Agreement upon five business days' notice if it determines that Customer has become ineligible for Schedule ED.

9.6 Termination for Failure to Maintain Minimum Load: Moreno Valley may terminate this Agreement if Customer fails to maintain its Minimum Load during any consecutive 12 month period or shuts down its operations. If Customer fails to maintain its Minimum Load, Moreno Valley must provide Customer at least 90 days' notice of termination and Customer shall have the opportunity to increase its load to the Minimum Load and demonstrate to Moreno Valley's satisfaction that it will continue to use its Minimum Load for the remaining term of this Agreement.

9.7 Termination for Failure to Commence Service: Moreno Valley may terminate this Agreement if Customer does not begin service within 12 months after the date this Agreement was executed.

9.8 Obligations Continuing: Termination of this Agreement shall not relieve either Party of its obligations incurred prior to termination.

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9.9 Upon termination of the Agreement, Moreno Valley's obligation to provide Electric Service to Customer and the rates and rules applicable to Moreno Valley's provision of such Electric Service shall be pursuant to Moreno Valley's then existing Electric Service Rate Schedules.

10 LIQUIDATED DAMAGES

10.1 Upon termination of this Agreement, prior to its six-year, twelve-year, or eighteen-year term pursuant to Sections 9.1, 9.2, 9.3, 9.4, 9.5, or 9.6, Customer shall be required to pay Moreno Valley Liquidated Damages. The Liquidated Damages are required to ensure that neither Moreno Valley nor its ratepayers are financially or otherwise damaged if this Agreement is prematurely terminated before the end of its term.

10.2 It would be extremely difficult for the Parties to identify the amounts of increased or additional costs attributable to termination of this Agreement. Parties agree the Liquidated Damages specified herein are a reasonable approximation of damages which Moreno Valley and its ratepayers may incur as a result of such termination, and that the damage amount does not represent a penalty.

10.3 For termination under Section 9.1 above, Liquidated Damages under this Agreement shall be an amount equal to 200% of the cumulative difference between (i) the amount the Customer would have paid for its energy and demand if billed at their OAR from the date service was first rendered under Schedule ED to the date of termination, and (ii) the amount billed to Customer under this Agreement and Schedule ED during the same period.

10.4 For termination under Sections 9.2, 9.3, 9.5, or 9.6 above (excepting business closure or reduction in load without relocation) Liquidated Damages under this Agreement shall be an amount equal to 100% of the cumulative difference between (i) the amount billed to Customer under Schedule ED from the date service was first rendered under Schedule ED to the date of termination, and (ii) the amount the Customer would have paid for its energy and demand if billed at their OAR from the date service was first rendered under Schedule ED to the date of termination. Should a customer's usage increase such that the cumulative liquidated damages become negative upon contract termination, under no circumstances will Moreno Valley be liable for paying liquidated damages to a customer.

10.5 After termination of this Agreement for any cause, Customer shall be billed at its OAR.

10.6 The limitations of the Moreno Valley's Electric Rule 17 shall not apply to amounts payable under this Agreement.

10.7 The Moreno Valley may in its discretion require Customer to establish a letter of credit or other security as a condition to providing service under Schedule ED to secure payment of any Liquidated Damages.

11 UNCONTROLLABLE FORCE

11.1 Neither Party shall be considered to be in default in the performance of any obligation under this Agreement, except for obligations to pay money, when and to the extent that failure of performance shall be caused by an Uncontrollable Force.

11.2 If either Party, because of an Uncontrollable Force, is rendered wholly or partly unable to perform its obligations under this Agreement, the Party shall be excused from whatever performance is affected by the Uncontrollable Force to the extent the following conditions are met.

11.2.1 The suspension of performance is of no greater scope and of no longer duration than is required by the Uncontrollable Force.

11.2.2 The nonperforming Party uses its best efforts to cure its inability to perform. This subsection shall not require the settlement of any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest. It is understood and agreed that the settlement of strikes, walkouts, lockouts, or other labor disputes shall be at the sole discretion of the Party having the difficulty.

11.2.3 When the nonperforming Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect immediately.

11.3 Nonperformance due to Uncontrollable Force shall be excused, provided Party can demonstrate that the Uncontrollable Force was owing to causes outside its reasonable control and the occurrence of the Uncontrollable Force could not have been prevented by the exercise of due diligence.

11.3.1 Accordingly, nonperformance shall be excused from the date of the occurrence of the Uncontrollable Force, provided the nonperforming Party has given the other Party written notice describing the particulars of the occurrence within two weeks of the event.

11.3.2 Accordingly, nonperformance shall be excused from the date on which the nonperforming Party gives the other Party written notice describing the particulars of the occurrence of the Uncontrollable Force, is such written notice is given more than two weeks after the Uncontrollable Force occurred.

11.4 If Customer experiences an Uncontrollable Force that prevents Customer from complying with Schedule ED and this Agreement, Customer may request that Moreno Valley suspend the terms of Schedule ED and this Agreement for the duration of the Uncontrollable Force. Customer will be billed at the Otherwise Applicable Rate for the duration of the suspension of this Agreement. Resumption of the terms of Schedule ED and this Agreement shall commence with the next regularly scheduled billing period. In addition, the term of this Agreement will be extended for up to 12 months beyond the term originally established in this Agreement by the length of time this Agreement was suspended.

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11.5 The occurrence of an Uncontrollable Force shall not (i) prevent Moreno Valley from terminating this Agreement in accordance with Sections 9.4 and 9.5, or (ii) extend the period any level of discount is available as provided in Section 2.3.

11.6 If the Uncontrollable Force causing the nonperformance is caused by the actions or inactions of legislative, judicial or regulatory agencies, or other proper authority, this Agreement may be amended to comply with the legal or regulatory change causing the nonperformance. Any such amendment must first be approved by the Moreno Valley City Council prior to implementation.

12 INDEMNITY

12.1 Except for any liens, claims, costs, damages, liability or loss resulting from Willful Action, as defined herein, Customer agrees to indemnify, protect, defend, and hold harmless Moreno Valley, and Moreno Valley's employees, officers, managers, agents and City Council Members from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including reasonable attorney and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with this Agreement but only in proportion to and to the extent such liens, claims, damages, liability or loss are caused by or result from the negligent acts, errors, or omissions of Customer, its employees, officers, or agents. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Customer or anyone employed or working under the Customer.

12.2 "Willful Action" shall be defined as an action taken or not taken by a Party at the direction of its directors, officers, or employees where:

12.2.1 An action is knowingly or intentionally taken or not taken with conscious indifference to the consequences thereof or with intent that injury or damage would probably result therefrom; or

12.2.2 An action has been determined by final arbitration, judgment, or judicial decree to be a material default under this Agreement and occurs beyond the time specified for curing such default or, if no time to cure is specified therein, occurs or continues thereafter beyond a reasonable time to cure such default; or

12.2.3 An action is knowingly or intentionally taken or not taken with the knowledge of material default under this Agreement.

12.3 Willful Action does not include any act or failure to act which is merely involuntary, accidental, negligent, or performed (or not performed).

12.4 The provisions of this Section 13 shall be binding upon the Parties to the full extent permitted by law. The obligations set forth herein are binding on the successors, assigns and heirs of Customer and shall survive termination of this Agreement.

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13 ASSIGNMENT OF AGREEMENT

13.1 Customer shall not assign this Agreement or any part or interest thereof, to a third party without the prior, written consent of an authorized representative of the City of Moreno Valley. Any assignment made without such consent shall be void and of no effect. Further, any assignment made under this Agreement shall be subject to any applicable City Council authorization except as waived by the City Council.

14 REPRESENTATIVES AND NOTICES

14.1 Representatives: Upon the Effective Date of the Agreement, the City Manager or his designee for Moreno Valley, and person identified on the execution page for Customer shall be the Authorized Representatives who will act on its behalf in the implementation of this Agreement. Either Party may at any time change, via written notice, the designation of its Authorized Representative to the other Party.

14.2 Form of Notice: any notice and other communication required or permitted to be given under this Agreement shall be deemed given: (i) when hand delivered; or (ii) one (1) business day after pickup by Federal Express or similar overnight delivery service properly addressed as provided below; or (iii) three (3) business days after such notice or communication shall have been deposited with the United States Postal Service, postage prepaid and properly addressed as provided below; or (iv) when sent by facsimile transmission to the fax numbers provided below, with receipt of such fax confirmed telephonically, provided that on the same day such notice or communication shall also be hand delivered or sent by overnight delivery pursuant to this Subsection.

14.3 Addresses Of Parties: Notices to Moreno Valley should be given to: City Manager, City of Moreno Valley, 14177 Frederick Street, Moreno Valley, CA 92552; Notices to Customer shall be given to the addressee at the location shown on the execution page.

14.4 Change of Address: Either Party may change such address by giving notice to the other Party as provided herein.

15 ENFORCEMENT

15.1 Legal Action: In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

15.2 Governing Law: This Agreement shall be interpreted, governed by, and construed under the laws of the State of California or the laws of the United States as applicable without regard to the conflicts of laws or rules thereof. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided in this Agreement shall be tried in a court of proper jurisdiction in the County of

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Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

15.3 Damage Limitation: Moreno Valley shall not be liable for any consequential, incidental, indirect, or special damages, whether in contract, tort, or strict liability including, but not limited to, lost profits, property damage, personal injury and loss of power, arising out of or in any way related to power outages, other electric service interruption(s), Moreno Valley's performance or nonperformance of its obligations under this Agreement or termination of this Agreement.

15.4 Attorney Fees: If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

15.5 Disputes: All disputes regarding questions of fact, opinions or interpretation of provisions in this Agreement shall be submitted to the Authorized Representatives. If the Authorized Representatives are unable to resolve the dispute, the matter shall be referred to the individuals designated to receive notices pursuant to Section 14. Nothing in this Agreement precludes either Party from taking any lawful action it deems appropriate to enforce its rights.

15.6 Waivers: Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

16 MISCELLANEOUS

16.1 Integration and Amendment: this Agreement contains the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous oral or written communications of the Parties. Neither Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty of the other Party outside those expressly set forth in this Agreement. Ambiguities or uncertainties in the wording of this Agreement shall not be construed for or against either Party, but shall be interpreted in a manner that most accurately reflects the original intent of the Parties, and is consistent with the nature of the Parties' rights and obligations. No

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modification of this Agreement shall be valid or binding unless in writing duly signed by both Parties.

16.2 Severability: In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material this its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

16.3 Exhibits: All documents referred to below and attached to this Agreement as Exhibits are incorporated into and made a part of this Agreement. Exhibit "A": Customer Site(s); Metered Accounts

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

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized agents to be effective on the date of the Moreno Valley's signature below.

CITY OF MORENO VALLEY, a municipal corporation

_____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CUSTOMER:

_____

By:_____
Name:
Title:

Address for Notice Representative:
Name:_____
Street:_____
City:_____
Telephone:_____
Fax:_____
Email:_____

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: September 10, 2013

TITLE: AUTHORIZE SUBMISSION OF GRANT FUNDING APPLICATIONS FOR RIVERSIDE COUNTY TRANSPORTATION COMMISSION'S MULTI-FUNDING CALL FOR PROJECTS AND APPROVE RESOLUTION 2013-65

RECOMMENDED ACTION

Recommendations:

1. Authorize the submittal of grant applications for the Riverside County Transportation Commission's (RCTC) Multi-funding Call for Projects.

2. Approve Resolution No. 2013-65 indicating the City's commitment to provide a funding match for projects selected as a part of the RCTC Multi-funding Call for Projects. Resolution No. 2013-65, a Resolution of the City Council of the City of Moreno Valley, California, authorizing the submittal of applications for the RCTC Multi-Funding Call for Projects and Matching Fund Commitment

BACKGROUND

On June 25, 2013, RCTC announced the Multi-funding Call for Projects. Project Categories include the Surface Transportation Program (STP), Congestion Mitigation and Air Quality (CMAQ) program, and Measure A Regional Arterial (MARA) program. The STP funds highway and arterial roadway capacity enhancements, interchange improvements, and bridge/arterial widening. The CMAQ program funds traffic signal control systems, transit projects, and bicycle and pedestrian facilities projects. The MARA program funds arterial roadway projects in Western Riverside County.

Project selection will be based upon scoring criteria consisting of Regional Significance, Project Readiness, Local Match, Safety, Air Quality, Cost Benefit, and Regional

Transportation Plan/Sustainability Communities Strategy. Grant applications are due to RCTC by September 23, 2013.

DISCUSSION

The City is currently pursuing funding opportunities for projects that meet the intent of the RCTC Multi-funding Call for Projects program.

After considering all the requirements of the program, staff has determined several projects to be the best candidates for potential funding. Staff recommends submitting applications for the following projects based upon readiness for construction, type of environmental clearance required, and maximum available funds:

- **SR-60/Moreno Beach Drive Interchange**: The project consists of the replacement of the SR-60/Moreno Beach Drive two-lane bridge with a six-through-lane bridge, reconfiguration of the existing westbound on-ramp and off-ramp, addition of a westbound direct on-ramp, completion of a westbound auxiliary lane, and construction of a portion of Line K-1 drainage facility on Ironwood Avenue. The project is eligible for Federal funding since it already has NEPA environmental clearance. Approximately $20 million in various funds may be requested to update the previously completed plans and specifications to current Caltrans requirements and construct this $24 million project.
- **SR-60/Theodore Street Interchange**: This project consists of the replacement of the SR-60/Theodore Street two-lane bridge with a new wider bridge, reconfiguration of the existing ramps, and other improvements as may be identified through the planning/environmental phase. The project planning/environmental stage has just commenced. Approximately $1 million of various types of funds may be sought for project development phase work, which could include later-phase preliminary engineering and planning.
- **Kitching Street from Cactus Avenue to Iris Avenue**: The existing roadway consists of a two-lane road with existing improvements on the east side. The proposed project will widen and improve a mile-long segment of Kitching Street to its General Plan ultimate width of four travel lanes and turning lanes at intersections. The project would include curb, gutter, minor storm drain, pavement, sidewalk, street lights, traffic signal modifications, signing and striping, and related road improvements. A total of $2.5 million in STP funding will be requested as a part of this $6 million project.
- **Cactus Avenue from Veteran's Way to Heacock Street**: Currently, Cactus Avenue between Heacock Street and Elsworth Street is built to three lanes westbound and two lanes eastbound. This project will widen the eastbound roadway to include an additional third lane, increasing the level of service within this segment of Cactus Avenue. Additionally, the project will modify four traffic signals, install additional raised median and median landscaping on the east leg of Graham/Cactus intersection, new curb and gutter, and asphalt concrete curbs. A total of $1.64 million in STP funding will be requested as a part of this $1.85 million project.

- **Transportation Management Center Phase 1B**: The project will improve mobility and air quality on several arterial roadways (portions of Eucalyptus Avenue/Towngate Boulevard, Alessandro Boulevard, Perris Boulevard, Cactus Avenue, and Lasselle Street) by enhancing the integration of the City's traffic management system via the deployment of a critical portion of the field devices and supporting communications system. Proposed improvements include an Ethernet fiber-optic backbone system, closed-circuit television cameras at 16 key intersections, and new traffic signal controllers at 45 existing signalized intersections. A total of $1.9 million in CMAQ funding will be requested as a part of this $2.4 million project.
- **Aqueduct Trail**: The City's Aqueduct Trail is planned to extend from the Towngate area to the Lake Perris State Recreation Area. The Trail has various segments constructed, mostly within residential neighborhoods connecting to adjacent arterial streets. Funds will be requested to develop plans for all missing segments, improved connections to adjacent neighborhoods, and trail crossings at arterial streets. A total of $375,000 in CMAQ funding will be requested as a part of this $425,000 design project.
- **Dynamic Traveler Alert Message Boards**: Dynamic Message Signs (DMS) serve the purpose of alerting the traveling public to incidents and other traffic related issues, so that alternative routes may be taken. The City will request CMAQ funding for DMS to be placed on City streets approaching the freeways. A total of $398,000 in funding for three signs will be requested as a part of this $450,000 project.

Other projects that may become evident during the analysis and grant preparation process will be submitted to the RCTC for funding consideration as well.

The total amount of funding requested will be a minimum of $27.8 million.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this Staff Report. *This alternative will allow the City to submit applications for the RCTC Multi-funding Call for Projects and potentially receive funding for several key infrastructure projects.*

2. Do not approve and authorize the recommended actions as presented in this Staff Report. *This alternative will prohibit the City from submitting applications for the RCTC Multi-funding Call for Projects.*

FISCAL IMPACT

Applications for the RCTC Multi-funding Call for Projects require a matching fund commitment ranging from 11.47% to 20% from the agency submitting the application (amount dependent upon the type of funding). If projects are selected for the RCTC Multi-funding Call for Projects Program, City staff will bring those selected projects back

to City Council to accept the RCTC grants and appropriate funds. The source of the matching funding would come from available Gas Tax (Fund 2000), Measure A (Fund 2001), DIF Traffic Signals (Fund 2902), DIF Interchange (Fund 2911), TUMF Capital Project funds (Fund 3003), or any other available transportation funding sources. These funds may be used only to implement transportation related programs. There is no impact to the General Fund with this action.

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

ATTACHMENTS

Attachment 1: Proposed Resolution

Prepared By
Michael Lloyd, P.E.
Senior Engineer

Department Head Approval
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By
Eric Lewis, P.E., T.E.
City Traffic Engineer

Concurred By
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2013-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF APPLICATIONS FOR THE RCTC MULTI-FUNDING CALL FOR PROJECTS AND MATCHING FUND COMMITMENT

WHEREAS, the Riverside County Transportation Commission (RCTC) announced the 2013 Multi-funding Call for Projects seeking candidate projects for a variety of transportation related funds; and

WHEREAS, the City of Moreno Valley has many unfunded projects that may qualify for the RCTC funds; and

WHEREAS, the City of Moreno Valley desires to submit applications for funding from the RCTC 2013 Multi-funding Call for Projects;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: It does hereby authorize the City Manager to submit applications for the RCTC 2013 Multi-funding Call for Projects and commit to provide the necessary matching funds from available transportation related funds, if projects are selected by the RCTC for funding.

APPROVED AND ADOPTED this 10th day of September, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00213258

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-65 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 10th day of September, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

MV00213259

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: September 10, 2013

TITLE: AWARD THE PURCHASE OF EMERGENCY VEHICLE PRE-EMPTION EQUIPMENT TO GLOBAL TRAFFIC TECHNOLOGIES FOR RETROFITTING 117 EXISTING SIGNALIZED INTERSECTIONS—PROJECT NO. 808 0010 70 76

RECOMMENDED ACTION

Recommendations:

1. Award the purchase of Emergency Vehicle Pre-emption systems for Project No. 808 0010 70 76 to Global Traffic Technologies.

2. Authorize the Purchasing & Facilities Division Manager to execute a Purchase Order to Global Traffic Technologies, in the amount of $319,062.39 ($282,356.10 for the bid amount, plus sales tax and 5% contingency) - Account No. 3302-70-76-80008-660310).

BACKGROUND

An Emergency Vehicle Pre-emption (EVP) system allows for priority treatment of emergency vehicles, such as fire trucks and ambulances, at traffic signals. Emergency vehicles are provided with strobe lights which flash light patterns that can be detected by the EVP system. Upon receipt of the appropriate strobe light signal, the traffic signal is programmed to terminate conflicting traffic movements and display a green light for the approaching emergency vehicle. The EVP system's primary benefits are a reduction in response time, of between 14% and 23%, and an improvement in safety since emergency vehicles would normally enter intersections on a green light instead of on a red light.

On March 27, 2007, the City Council authorized Resolution No. 2007-32 requiring the installation of EVP equipment for all future traffic signals. At the time, the City had successfully retrofitted 19 signalized intersections with pre-emption equipment. Subsequently, the City has installed EVP systems at approximately 25 newly signalized intersections.

In 2008, the City successfully applied for Highway Safety Improvement Program (HSIP) funds for the deployment of Emergency Vehicle Pre-emption equipment at 117 existing signalized intersections. Although the City has more than 117 intersections in need of retrofit, staff estimated this to be the maximum number that could be retrofitted under the maximum HSIP grant. The City was awarded the maximum HSIP grant amount of $1,000,000.

On June 8, 2010, the City Council ratified an agreement with the California Department of Transportation to commence preliminary engineering for this project.

Caltrans environmental staff has declared this project to be categorically excluded from federal environmental review under the National Environmental Policy Act (NEPA), and City planning staff have concurred with the finding and declared the project to be categorically exempt from the California Environmental Quality Act (CEQA).

On November 27, 2012, the City Council rejected all bids for procurement and installation of emergency vehicle pre-emption equipment based on staff's recommendation. The rejection was required due to concerns about the product proposed by the low bidder which were unable to be addressed during the bid evaluation period.

DISCUSSION

Since the last Council activity on this project, staff has performed extensive research, testing, and systems engineering to specify minimum requirements for an EVP system which meets the City's needs while being open to multiple vendors. The procurement documents were drafted based on the new system requirements.

In contrast to the previous advertisement, the current award is for equipment procurement only. It is staff's opinion that a two-step process consisting of procurement, followed by construction, would be the best path to successful completion of the project. Staff is prepared to advertise for construction of the project upon approval of the equipment procurement. All applicable local, state, and federal requirements have been met for this procurement, and will be met for the advertising and award of the construction contract.

A new systems engineering report and concept of operations was prepared by in-house staff. This document was routed to prospective bidders to confirm that multiple bidders would be able to satisfy the requirements. The procurement documents were then completed in May 2013 by in-house staff. The engineer's estimate for the procurement

was $395,000, which was based on prices provided to another public agency in a competitive procurement process that occurred earlier this year.

Formal bidding procedures have been followed in conformance with the Public Contract Code. The project was also advertised twice in the Press-Enterprise. The Clerk opened bids at 3:00 p.m., on June 18, 2013, for the subject project. The three (3) valid bids received were as follows:

	BIDDERS	Bid Amount
1.	Global Traffic Technologies (GTT)	$282,356.10
2.	KM Enterprises, Inc.	non-responsive
3.	Southwest Traffic Systems	non-responsive

This bid required testing of product prior to award, since the City previously went out to bid on this project on November 27, 2012 and was unable to proceed with the award of contract due to concerns with the proposed equipment.

KM Enterprises, Inc. acknowledged receipt of City correspondence requiring testing, but did not follow up to arrange a test. Therefore the bid is non-responsive since the City was unable to ascertain the suitability of the proposed materials.

Southwest Traffic Systems performed testing on July 17, 2013 and was not able to achieve the equipment performance requirements. Southwest Traffic Systems' bid is therefore non-responsive.

Existing GTT systems installed within the City limits were evaluated and meet the required range test. GTT emergency vehicle pre-emption systems have performed at high levels for many years in Moreno Valley.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will be the best path to successful completion of the project for the City.*

2. Do not approve and authorize the recommended actions as presented in this staff report and provide alternate direction to Staff. *This alternative would potentially delay this project.*

FISCAL IMPACT

This project is included in the Fiscal Year 2013/2014 Capital Improvements Project Budget and is funded using the Traffic Signals Development Impact Fee Fund (Fund 3302). These funds can only be used for traffic signal purposes. There is no impact to

the General Fund. Upon completion of the project, the City will be reimbursed for 90% of the project cost from the Highway Safety Improvement Program.

AVAILABLE FUNDS*

Fiscal Year 2013/2014 Development Impact Fees:
Account No. 3302-70-76-80008, Project No. 808-0010-70-76-3302 .... $910,000

* Fiscal Year 2013/2014 budget estimates do not account for final carryover amounts.

ESTIMATED COSTS (FY13/14 only)

Procurement of EVP System Equipment
(including 5% contingency and sales tax) $319,000
Construction (including 15% contingency) $550,000
Administration/Project Management** $35,000
Total Estimated Cost $904,000

** Administration/Project Management will be provided by City staff.

ANTICIPATED PROJECT SCHEDULE

Advertise for construction ..... August 2013
Award construction contract ..... October 2013
Construction contract duration ..... November 2013-March 2014

CITY COUNCIL GOALS

Advocacy. Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives, and goals to appropriate external governments, agencies and corporations.

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

Public Facilities and Capital Projects. Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

Prepared By:
John Kerenyi
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Eric Lewis, P.E., T.E.
Transportation Division Manager/City Traffic Engineer

Concurred By:
Rix Skonberg
Purchasing and Facilities Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: September 10, 2013

TITLE: APPROVAL OF PAYMENT REGISTER FOR MAY, 2013

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. 2013-66. A Resolution of the City Council of the City of Moreno Valley, California approving the Payment Register for the month of May, 2013 in the amount of $12,527,069.50.

DISCUSSION

To facilitate Council's review, the Payment Register lists in alphabetical order all checks in the amount of $25,000 or greater, followed by a listing in alphabetical order of all checks less than $25,000. The Payment Register also includes wire transfers, thus eliminating the need for a separate wire transfer register, as well as the fiscal year-to-date (FYTD) amount paid to each vendor.

FISCAL IMPACT

The disbursements itemized in the attached Payment Register are reflected in the FY 2012-13 budget. Therefore, there is no fiscal impact other than the expenditure of budgeted funds.

ATTACHMENTS

Attachment 1: Proposed Resolution
Attachment 2: Payment Register for Month of May, 2013

Prepared By:
Dena Heald
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Attachment 1

RESOLUTION NO. 2013-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE PAYMENT REGISTER FOR THE MONTH OF MAY, 2013

WHEREAS, the Financial & Management Services Department has prepared and provided the Payment Register for the period May 1, 2013 through May 31, 2013, for review and approval by the City Council of the City of Moreno Valley; and

WHEREAS, it is in the best interest of the City that the referenced Payment Register be approved.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Payment Register for the period May 1, 2013 through May 31, 2013, in the total amount of $12,527,069.50 is approved.

APPROVED AND ADOPTED this 10th day of September, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00213267

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-66 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 10th day of September, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

CITY CLERK

MV00213268

City of Moreno Valley
Payment Register
For Period 5/1/2013 through 5/31/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
APPIAN ESCROW COMPANY	9354	05/07/2013	W130504	ACQUISITION COSTS & ESCOW FEES/NSP3 PROGRAM-22862 ADRIENNE AVE		$187,076.97
Remit to: RIVERSIDE, CA					FYTD:	$187,076.97
AVRIO GROUP SURVEILLANCE SOLUTIONS, LLC	9366	05/20/2013	2013-1424	CITYWIDE CAMERA SURVEILLANCE PROJECT-MILESTONE 3		$180,000.00
Remit to: BUFFALO GROVE, IL					FYTD:	$900,000.00
BANC OF AMERICA PUBLIC CAPITAL CORP	9351	05/01/2013	W130502/R15159	DEBT SVC-2011 PRIV PLCMT REF 1997 LRB-INT EXP		$55,501.10
Remit to: ATLANTA, GA					FYTD:	$1,124,783.70
BANC OF AMERICA PUBLIC CAPITAL CORP	9352	05/01/2013	W130503/R15160	DEBT SVC-2011 PRIV PLCMT REF 1997 VAR COPS-INT EXP		$43,391.20
Remit to: ATLANTA, GA					FYTD:	$1,124,783.70
COMPU COM	217270	05/20/2013	61777507	MICROSOFT ANNUAL LICENSING		$117,341.56
Remit to: DALLAS, TX					FYTD:	$118,895.30
COUNTY OF RIVERSIDE SHERIFF	9198	05/06/2013	SH0000021173	CONTRACT LAW ENFORCEMENT BILLING #9 (2/7/13-3/6/13)		$2,970,860.74
Remit to: RIVERSIDE, CA					FYTD:	$32,634,922.38
DMC DESIGN GROUP, INC	9201	05/06/2013	2013-040	CONSULTING SERVICES - HEACOCK ST. SOUTH EXTENSION		$38,109.86
			2013-022	CONSULTING SERVICES - HEACOCK ST. SOUTH EXTENSION		
			2013-034	CONSULTING SERVICES - HEACOCK BRIDGE		
Remit to: CORONA, CA					FYTD:	$148,342.87
E.R. BLOCK PLUMBING & HEATING, INC.	9308	05/13/2013	111997	REPLACE STOLEN BACKFLOW-ZONE E-14		$26,113.14

MV00213269

City of Moreno Valley

Payment Register

For Period 5/1/2013 through 5/31/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
E.R. BLOCK PLUMBING & HEATING, INC.	9308	05/13/2013	112059	REPLACE STOLEN BACKFLOW-NPDES T33437	$26,113.14
			112018	REPLACE STOLEN BACKFLOW-ZONE D T21597	
			112017	REPLACE STOLEN BACKFLOW-ZONE D T20660	
			112016	REPLACE STOLEN BACKFLOW-ZONE D T22276	
			112015	REPLACE STOLEN BACKFLOW-ZONE E-14	
			112014	REPLACE STOLEN BACKFLOW-ZONE D T20525	
			112096	REPLACE STOLEN BACKFLOW-ZONE D T31424	
			111998	REPLACE STOLEN BACKFLOW-ZONE E-14	
			112062	REPLACE STOLEN BACKFLOW-ZONE D T19799	
			111996	REPLACE STOLEN BACKFLOW-NPDES T31269	
			111995	REPLACE STOLEN BACKFLOW-ZONE E-14	
			111977	REPLACE STOLEN BACKFLOW-ZONE D T20404	
			111976	REPLACE STOLEN BACKFLOW-ZONE D T30967	
			111975	REPLACE STOLEN BACKFLOW-ZONE D T21113	
			111698	INSTALL BACKFLOW REPAIR KIT-ZONE D T13576,19080,19081	
			111696	INSTALL BACKFLOW REPAIR KIT-NPDES T33437	
			111697	INSTALL BACKFLOW REPAIR KIT-ZONE M	
			111999	REPLACE STOLEN BACKFLOW-ZONE D T31591	
			112019	REPLACE STOLEN BACKFLOW-ZONE D T22277	
Remit to: RIVERSIDE, CA				FYTD:	$74,276.86
EASTERN MUNICIPAL WATER DISTRICT	217274	05/20/2013	APR-13 5/20/13	WATER CHARGES	$52,202.53
Remit to: PERRIS, CA				FYTD:	$1,357,341.38

MV00213270

City of Moreno Valley

Payment Register

For Period 5/1/2013 through 5/31/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
EASTERN MUNICIPAL WATER DISTRICT	217362	05/28/2013	APR-13 5/28/13	WATER CHARGES		$32,220.31
Remit to: PERRIS, CA					FYTD:	$1,357,341.38
EMPLOYMENT DEVELOPMENT DEPARTMENT	9356	05/03/2013	2013-00000057	CA TAX - STATE TAX WITHHOLDING*		$31,350.97
Remit to: WEST SACRAMENTO, CA					FYTD:	$940,832.72
EMPLOYMENT DEVELOPMENT DEPARTMENT	9400	05/17/2013	2013-00000072	CA TAX - STATE TAX WITHHOLDING*		$31,255.18
Remit to: WEST SACRAMENTO, CA					FYTD:	$940,832.72
EMPLOYMENT DEVELOPMENT DEPARTMENT	9467	05/31/2013	2013-00000099	CA TAX - STATE TAX WITHHOLDING*		$32,123.63
Remit to: WEST SACRAMENTO, CA					FYTD:	$940,832.72
ENCO UTILITY SERVICES MORENO VALLEY LLC	9423	05/28/2013	0405-1-168R	DISTRIBUTION CHARGES 1/4/13-2/1/13		$187,135.45
			40-284-02	WORK AUTHORIZATION #40-284		
			40-286-03	WORK AUTHORIZATION #40-286		
			40-221-14	WORK AUTHORIZATION #40-221		
			40-268B-04	WORK AUTHORIZATION #40-268B		
			40-287-01	WORK AUTHORIZATION #40-287		
			40-243A-11	WORK AUTHORIZATION #40-243A-11		
			40-243B-10	WORK AUTHORIZATION #40-243B		
			0406-Temp MF-086	ELECTRIC METER CHARGES (4 METERS)		
			0405-MTS1-SP096	ELECTRIC METER CHARGES (11 METERS)		
			0402-MF-01450A	SOLAR METER INSTALLATION-26186 UNBRIDLED CIR		

MV00213271

City of Moreno Valley

Payment Register

For Period 5/1/2013 through 5/31/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
ENCO UTILITY SERVICES MORENO VALLEY LLC	9423	05/28/2013	0402-MF-01448A	SOLAR METER INSTALLATION-27162 BARK LN		$187,135.45
			0402-MF-01446A	SOLAR METER INSTALLATION-13806 CLARISSA CT,13315 WEXFORD AV		
			40-273A-07	WORK AUTHORIZATION #40-273A		
			40-247B-06	WORK AUTHORIZATION #40-247B		
			40-279-05	WORK AUTHORIZATION #40-279		
			40-257B-02	WORK AUTHORIZATION #40-257B		
			40-268A-07	WORK AUTHORIZATION #40-268A		
			40-272-08	WORK AUTHORIZATION #40-272		
Remit to: ANAHEIM, CA					FYTD:	$2,347,752.28
FALCON ENGINEERING SERVICES, INC.	9397	05/20/2013	2012-10-A	PROFESSIONAL ENGINEERING SERVICES - SR-60/MB PH I		$260,116.72
			2012-08	PROFESSIONAL ENGINEERING SERVICES - SR-60/NASON IC		
Remit to: CORONA, CA					FYTD:	$1,123,662.39
GLOBAL POWER GROUP, INC.	9427	05/28/2013	28620	CONSTRUCTION CONTRACT - EOC GENERATOR		$52,088.26
Remit to: LAKESIDE, CA					FYTD:	$315,484.92
GOLDEN STATE CONSTRUCTORS, INC	217144	05/06/2013	442013	SETTLEMENT PAYMENT		$30,000.00
Remit to: ORANGE, CA					FYTD:	$196,652.00
HILLCREST CONTRACTING, INC	9428	05/28/2013	PB 22279	CONSTRUCTION CONTRACT - PERRIS BLVD WIDENING		$858,928.54
Remit to: CORONA, CA					FYTD:	$2,733,577.29

MV00213272

City of Moreno Valley
Payment Register
For Period 5/1/2013 through 5/31/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
INTERNAL REVENUE SERVICE CENTER	9357	05/03/2013	2013-00000066	FED TAX - FEDERAL TAX WITHHOLDING*		$112,058.46
Remit to: OGDEN, UT					FYTD:	$508,592.52
INTERNAL REVENUE SERVICE CENTER	9563	05/17/2013	2013-00000071	FED TAX - FEDERAL TAX WITHHOLDING*		$124,921.94
Remit to: OGDEN, UT					FYTD:	$508,592.52
MORENO VALLEY UTILITY	217283	05/20/2013	MAY-13 5/20/13	ELECTRICITY		$56,158.76
Remit to: HEMET, CA					FYTD:	$718,121.58
NATIONWIDE RETIREMENT SOLUTIONS CP	9297	05/03/2013	2013-00000070	8010 - DEF COMP 457 - NATIONWIDE*		$26,652.04
Remit to: COLUMBUS, OH					FYTD:	$675,276.51
NATIONWIDE RETIREMENT SOLUTIONS CP	9405	05/16/2013	2013-00000088	8010 - DEF COMP 457 - NATIONWIDE*		$62,804.40
Remit to: COLUMBUS, OH					FYTD:	$675,276.51
PARSONS TRANSPORTATION GROUP, INC.	9441	05/28/2013	1305A861	PROFESSIONAL ENGINEERING SERVICES - SR-60/NASON OC (FINAL DESIGN		$107,534.45
			1305A860	PROFESSIONAL ENGINEERING SERVICES - SR-60/MB PH I		
			1305A205	CONSTRUCTION SUPPORT - SR-60/MB PH I		
			1304A098-A	CONSTRUCTION SUPPORT - SR-60/NASON OC		
Remit to: IRVINE, CA					FYTD:	$1,152,648.22
PERS HEALTH INSURANCE	9353	05/09/2013	W130501	EMPLOYEE HEALTH INSURANCE		$205,507.80
Remit to: SACRAMENTO, CA					FYTD:	$2,204,863.56

MV00213273

City of Moreno Valley
Payment Register
For Period 5/1/2013 through 5/31/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
PERS RETIREMENT	9406	05/10/2013	P130426	PERS RETIREMENT DEPOSIT - CLASSIC		$219,390.21
Remit to: SACRAMENTO, CA					FYTD:	$5,596,057.52
PERS RETIREMENT	9564	05/24/2013	P130510	MISCELLANEOUS SERVICES		$219,277.33
Remit to: SACRAMENTO, CA					FYTD:	$5,596,057.52
PROACTIVE ENGINEERING CONSULTANTS, INC.	9215	05/06/2013	2098	CONSULTING SERVICES - NASON/CACTUS TO FIR		$205,802.60
			2097	CONSULTING SERVICES - NASON/CACTUS TO FIR		
Remit to: CORONA, CA					FYTD:	$638,985.27
PSOMAS	217381	05/28/2013	88021	CONSULTING SERVICES, CONSTRUCTION SUPPORT - CACTUS/NASON		$26,227.98
			88507	CONSULTING SERVICES, SURVEY - SR-60/NASON OC		
			88327	CONSULTING SERVICES, CONSTRUCTION SUPPORT - CACTUS/NASON		
Remit to: SANTA ANA, CA					FYTD:	$113,698.41
PTM GENERAL ENGINEERING SERVICES, INC.	217382	05/28/2013	0426131217	CONSTRUCTION CONTRACT - JFK/ LAS BRISIS		$108,836.74
Remit to: RIVERSIDE, CA					FYTD:	$169,172.51
RASMUSSEN BROTHERS CONSTRUCTION	217384	05/28/2013	MVCH 2Fl 1	CONSTRUCTION CONTRACT - CITY HALL 2ND FLOOR		$102,817.17
Remit to: FALLBROOK, CA					FYTD:	$251,330.57
RBF CONSULTING, INC.	9324	05/13/2013	846741	CONSULTING SVCS-IS/MND FOR ALESSANDRO BLVD CORRIDOR IMPLEMENTAT.		$37,381.94
			840114	CONSULTING SERVICES - ALESSANDRO MEDIAN		

MV00213274

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: IRVINE, CA					FYTD:	$90,536.38
RIVERSIDE CONSTRUCTION COMPANY, INC	9399	05/20/2013	130402	CONSTRUCTION CONTRACT - SR-60/NASON OC		$1,162,958.03
Remit to: RIVERSIDE, CA					FYTD:	$3,060,119.24
SEQUEL CONTRACTORS, INC.	217263	05/13/2013	442-1	CONSTRUCTION CONTRACT - ALESSANDRO IMPROVEMENTS		$239,503.07
Remit to: SANTA FE SPRINGS, CA					FYTD:	$239,503.07
SOUTHERN CALIFORNIA EDISON 1	217107	05/06/2013	7500280653	WDAT CHARGES-IRIS AVE. LOCATION		$33,204.77
			7500280654	WDAT CHARGES-GRAHAM ST. LOCATION		
			7500280655	WDAT CHARGES-GLOBE ST. LOCATION		
			7500280656	WDAT CHARGES-NANDINA AVE. LOCATION		
			7500280657	WDAT CHARGES-FREDERICK AVE. LOCATION		
			7500280658	WDAT CHARGES-SUBSTATION 115KV INTERCONNECTION		
			7500280784	RELIABILITY SERVICE-DLAP_SCE_SEES_HV		
Remit to: ROSEMEAD, CA					FYTD:	$2,913,589.27
SOUTHERN CALIFORNIA EDISON 1	217291	05/20/2013	707-6081 APR-13	ELECTRICITY		$193,199.15
			587-9520 APR-13	ELECTRICITY-FERC CHARGES		
			721-3449 APR-13	IFA CHARGES-SUBSTATION		
			APR-13 5/20/13	ELECTRICITY		
Remit to: ROSEMEAD, CA					FYTD:	$2,913,589.27
STANDARD INSURANCE CO	9280	05/06/2013	130501a	LIFE & DISABILITY INSURANCE		$28,227.22
Remit to: PORTLAND, OR					FYTD:	$334,248.95

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City of Moreno Valley

Payment Register

For Period 5/1/2013 through 5/31/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
SULLY- MILLER CONTRACTING CO., INC.	217297	05/20/2013	12-SMC	CONSTRUCTION CONTRACT - CACTUS/NASON		$1,262,683.98
			11-SMC	CONSTRUCTION CONTRACT - CACTUS/NASON		
Remit to: BREA, CA					FYTD:	$18,660,892.70
THINK TOGETHER, INC	9331	05/13/2013	111000-12/13-9	ASES PROGRAM MANAGEMENT SERVICES		$444,467.51
Remit to: LOS ANGELES, CA					FYTD:	$4,042,235.64
TRANSTECH ENGINEERS, INC.	217201	05/13/2013	13	CONSULTING ENGINEERING SERVICES - CACTUS/NASON		$51,117.12
Remit to: WALNUT, CA					FYTD:	$499,094.36
U.S. BANK/CALCARDS	9334	05/13/2013	04-29-13	CALCARD PAYMENT FOR CYCLE END 4/29/13		$194,422.96
Remit to: ST. LOUIS, MO					FYTD:	$1,945,551.28
UNION BANK OF CALIFORNIA	9355	05/08/2013	W130505	SUCCESSOR AGENCY-OTHER FUNDS & ACCTS DUE DILIGENCE REVIEW		$230,820.00
Remit to: MONTEREY PARK, CA					FYTD:	$230,820.00
VISUAL SYSTEMS GROUP, INC.	217400	05/28/2013	51697	CRESTRON SURVEILLANCE EQUIPMENT		$67,699.24
			51462	CRESTRON SURVEILLANCE EQUIPMENT		
Remit to: MCLEAN, VA					FYTD:	$67,699.24
WELLS FARGO BANK	9409	05/21/2013	W130506	ACQUISITION COSTS & ESCOW FEES/NSP3 PROGRAM-11972 SUGAR CREEK CT		$119,255.51
Remit to: SAN FRANCISCO, CA					FYTD:	$819,487.56
WELLS FARGO BANK	9561	05/24/2013	W130507	ACQUISITION COSTS & ESCOW FEES/NSP3 PROGRAM-23680 MARK TWAIN ST		$143,604.00

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For Period 5/1/2013 through 5/31/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: SAN FRANCISCO, CA					FYTD:	$819,487.56
WELLS FARGO BANK	9562	05/24/2013	W130508	ACQUISITION COSTS & ESCOW FEES/NSP3 PROGRAM-12669 GORHAM ST		$145,569.60
Remit to: SAN FRANCISCO, CA					FYTD:	$819,487.56
WEST COAST ARBORISTS, INC.	9394	05/20/2013	86081-A	TREE TRIMMING & REMOVAL SERVICES-ZONES E-1, E-2, & E-16		$29,645.00
			86606-A	TREE TRIMMING & REMOVAL SERVICES-ZONES DSG-1,DSG-2, E-8 & E-12		
			86501-A	TREE TRIMMING & REMOVAL SERVICES-ZONES E-1, E-2, & E-7		
Remit to: ANAHEIM, CA					FYTD:	$117,390.00
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.	217117	05/06/2013	APR-13 TUMF	TUMF FEES COLLECTED FOR 4/1-4/30/13		$28,784.56
Remit to: RIVERSIDE, CA					FYTD:	$1,345,525.49

TOTAL AMOUNTS OF $25,000 OR GREATER **$11,176,349.70**

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For Period 5/1/2013 through 5/31/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
AARON KENT	217146	05/06/2013	5/6-5/10/13	TRAVEL PER DIEM-MGMT & SUPERVISION OF DETECTIVE UNITS TRAINING		$200.00
Remit to: MORENO VALLEY, CA					FYTD:	$200.00
ABILITY COUNTS, INC	217352	05/28/2013	ACI9964	LANDSCAPE MAINT-VRS LOCATIONS-PARK MAINT		$2,065.00
Remit to: CORONA, CA					FYTD:	$22,365.00
ACCURATE COLORS, INC	217422	05/28/2013	BL#12992-YR2013	REFUND OF OVERPAYMENT FOR BL#12992		$92.00
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$92.00
ACTION DOOR REPAIR CORP.	9363	05/20/2013	85696	DOOR DISTANCE ADJUSMENT-PSB GATE#7		$875.25
			85761	INSTALL ONE IDLER ASSEMBLY-PBS GATE#4		
Remit to: ORLANDO, FL					FYTD:	$27,578.25
ACTION DOOR REPAIR CORP.	9412	05/28/2013	85831	REPAIR REAR BAY DOORS 2 & 3-FIRE STN 58		$4,150.97
			85907	REDESIGN DOUBLE EXTERIOR DOORS-ANIMAL SVCS		
Remit to: ORLANDO, FL					FYTD:	$27,578.25
ACTIVE NETWORK, INC., THE	9298	05/13/2013	1006381	PROFESSIONAL SVCS-LOGOS PROJECT		$9,527.33
			11044354	ELECTRONIC DEPOSIT CHECK SCANNER-1 UNIT		
Remit to: SAN DIEGO, CA					FYTD:	$13,029.30
ACTIVE NETWORK, INC., THE	9413	05/28/2013	1006657	PROFESSIONAL SVCS-SETUP OF CHECK SCANNERS		$380.00
Remit to: SAN DIEGO, CA					FYTD:	$13,029.30
ADAMS, MARK L.	9225	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: REDLANDS, CA					FYTD:	$3,187.30
Addus Health Care	217212	05/13/2013	495428	DEPOSIT REFUND CRC		$500.00
Remit to: RIVERSIDE, CA					FYTD:	$500.00
ADLERHORST INTERNATIONAL INC.	9192	05/06/2013	17356	TRAINING AGITATOR-10/11-10/12/12-D. SALUDES		$300.00
			17355	TRAINING AGITATOR-10/11-10/12/12-R. BENART		
Remit to: RIVERSIDE, CA					FYTD:	$6,422.89
ADLERHORST INTERNATIONAL INC.	9414	05/28/2013	18346	DOG FOOD FOR PATROL K-9 IVAN		$429.14
			18325	MONTHLY K-9 TRAINING-OZZIE-APR13		
			18324	MONTHLY K-9 TRAINING-DUKE-APR13		
Remit to: RIVERSIDE, CA					FYTD:	$6,422.89
ADMINSURE	217176	05/13/2013	6350	WORKERS' COMP CLAIMS ADMIN.-MAY13		$2,600.00
Remit to: DIAMOND BAR, CA					FYTD:	$31,200.00
ADVANCE REFRIGERATION & ICE SYSTEMS, INC	9299	05/13/2013	3284-36518	REMOVE/INSTALL ICE MACHINE NEW DISPENSER		$522.00
Remit to: RIVERSIDE, CA					FYTD:	$10,533.00
ADVANCED ELECTRIC	217177	05/13/2013	10720	REPLACED RECEPTACLE-COPIER-FINANCE ANNEX		$130.50
			10705	DOOR BELL REPAIRED-FIRE STN 58		
Remit to: RIVERSIDE, CA					FYTD:	$32,713.98
ADVANCED ELECTRIC	217265	05/20/2013	10706	ELECTRICAL SVC CALL-DOOR BELL-FIRE STN 65		$62.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$32,713.98
ADVANCO FIRE PROTECTION	217449	05/28/2013	29655-1	FIRE SPRINKLR 5-YR CERTIFICATN-FIRE STN 2,6,48,91		$1,580.00
Remit to: ONTARIO, CA					FYTD:	$1,580.00
AEI-CASC ENGINEERING	9364	05/20/2013	0029301	PLAN CHECK SVCS-PWQMP		$378.00
Remit to: COLTON, CA					FYTD:	$21,874.00
AEROTEK, INC.	217178	05/13/2013	OP04010985	TEMPORARY STAFFING-ERP-PAYROLL		$3,507.38
			OP04026242	TEMPORARY STAFFING-ERP-PAYROLL		
			OP03966324-A	TEMPORARY STAFFING INV BAL DUE-ERP-PAYROLL		
Remit to: CHICAGO, IL					FYTD:	$26,642.34
AEROTEK, INC.	217266	05/20/2013	OP04040735	TEMPORARY STAFFING-ERP-PAYROLL		$1,623.48
Remit to: CHICAGO, IL					FYTD:	$26,642.34
ALBERT A. WEBB ASSOCIATES	217076	05/06/2013	130229	CONSULTING SERVICES - EDGEMONT WATER MASTER PLAN		$13,991.75
			130645	CONSULTING SERVICES - EDGEMONT WATER MASTER PLAN		
Remit to: RIVERSIDE, CA					FYTD:	$31,020.90
ALLIANZ LIFE INSURANCE CO	217267	05/20/2013	2013-00000090	8794 - ALLIANZ - EMPLOYEE*		$75.00
Remit to: PITTSBURGH, PA					FYTD:	$825.00
AMAZING DISCOUNT STORE	217213	05/13/2013	BL#11545-YR2013	REFUND OF OVERPAYMENT FOR B/L #11545		$61.21
Remit to: MONTCLAIR, CA					FYTD:	$61.21
AMBER FRANSIK	217415	05/28/2013	6/4-6/6/13	TRAVEL PER DIEM FOR ADVANCED CPTED TRAINING		$150.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$150.00
Amber White	217254	05/13/2013	495995	REFUND CONTRACT CLASS		$47.00
Remit to: MORENO VALLEY, CA					FYTD:	$47.00
AMERICAN ASPHALT SOUTH, INC	217351	05/20/2013	2013-RETENTION	CONSTRUCTION CONTRACT - SUNNYMEAD RANCH PKWY SLURRY SEAL		$4,123.75
Remit to: FONTANA, CA					FYTD:	$82,475.00
AMTECH ELEVATOR SERVICES	217179	05/13/2013	DVB05044513	ELEVATOR MAINT/REPAIR-MAY 2013-CITY HALL		$224.92
			DVB65909513	ELEVATOR MAINT/REPAIR-MAY 2013-EOC		
Remit to: PASADENA, CA					FYTD:	$4,569.56
AMTECH ELEVATOR SERVICES	217268	05/20/2013	DVB65903113	ELEVATOR MAINT/REPAIR JAN-JUN 2013 - CRC		$421.80
			DVB65903712	ELEVATOR MAINT/REPAIR JUL-DEC 2012-CRC		
Remit to: PASADENA, CA					FYTD:	$4,569.56
AMTECH ELEVATOR SERVICES	217353	05/28/2013	DVB28069001	ELEVATOR MAINT/REPAIR-CITY HALL		$723.00
Remit to: PASADENA, CA					FYTD:	$4,569.56
ANA TSAI	217171	05/06/2013	PK13-0011	REFUND-WITHDRAWAL OF LANDSCAPE PLAN CHECK		$173.00
Remit to: ROWLAND HEIGHTS, CA					FYTD:	$173.00
ANDREA N. HARMON	217342	05/20/2013	MV3130306025	REFUND-CITATION OVERPAYMENT		$48.00
Remit to: SUN CITY, CA					FYTD:	$48.00
ANDREA THOMAS	217446	05/28/2013	1041332	REFUND FOR TOWNGATE DEPOSIT		$200.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$200.00
ANIMAL PEST MANAGEMENT SERVICES, INC.	9415	05/28/2013	110048	PEST CONTROL-CITY PARKS		$1,725.50
			110051	PEST CONTROL-MARCH FIELD CNTR		
			110848	BEE REMOVAL-CFD #1-SHADOW MOUNTAIN PARK		
			110183	PEST CONTROL-GOLF COURSE		
			110049	PEST CONTROL-SCE ESMNT/AQDCT/BIKEWAY		
			110164	PEST CONTROL-CFD #1		
			110050	PEST CONTROL-MARCH BALLFIELDS		
Remit to: CHINO, CA					FYTD:	$17,180.50
ARCHIVE MANAGEMENT SERVICE	9300	05/13/2013	0204854	OFF-SITE STORAGE OF CITY RECORDS		$1,447.58
Remit to: KING OF PRUSSIA, PA					FYTD:	$17,479.59
ARCON STRUCTURAL ENGINEERS, INC	217450	05/28/2013	6584	CONSTRUCTION SUPPORT - CACTUS/NASON		$4,127.50
Remit to: RANCHO SANTA MARGARITA, C					FYTD:	$28,650.68
ARM SECURITY, INC	217214	05/13/2013	BL#23995-YR2013	REFUND OF OVERPAYMENT FOR B/L #23995		$67.11
Remit to: PROVO, UT					FYTD:	$67.11
ARNETT A. LABAUSA	217161	05/06/2013	7013551-02	SOLAR INCENTIVE REBATE		$10,894.50
Remit to: MORENO VALLEY, CA					FYTD:	$10,894.50
ARROWHEAD WATER	9301	05/13/2013	03D0029115201	WATER PURIFY RNTL UNIT-SENIOR CNTR		$199.74
			03D0029115177	WATER PURIFY RNTL UNIT-ANIMAL SVCS		

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
ARROWHEAD WATER	9301	05/13/2013	03D0029115243	WATER PURIFY RNTL UNIT-TECH SVCS ANNEX		$199.74
			03D0029115227	WATER PURIFY RNTL UNIT-SDA ANNEX		
			03D0029115300	WATER PURIFY RNTL UNIT-FACILITIES ANNEX		
			03D0029115359	WATER PURIFY RNTL UNIT-CRC		
Remit to: LOUISVILLE, KY					FYTD:	$6,870.11
ARROWHEAD WATER	9365	05/20/2013	03E0032567869	WATER PURIFY RNTL UNIT-ANNEX 1		$337.92
			03E0032414377	WATER PURIFY RNTL UNIT-PSB		
			03E0029647948	WATER PURIFY RNTL UNIT-FIRE STN 48		
			03E0029647997	WATER PURIFY RNTL UNIT-FIRE STN 58		
			03E0028990919	WATER PURIFY RNTL UNIT-CITY HALL		
			03E0029647971	WATER PURIFY RNTL UNIT-FIRE STN 2		
			03E0029648052	WATER PURIFY RNTL UNIT-FIRE STN 65		
			03E0029115110	WATER PURIFY RNTL UNIT-CITY YARD		
			03E0032389744	WATER PURIFY RNTL UNIT-FIRE STN 99		
			03E0029647914	WATER PURIFY RNTL UNIT-FIRE STN 6		
Remit to: LOUISVILLE, KY					FYTD:	$6,870.11
AUDREY SILVERMAN	217167	05/06/2013	R12-053540	AS REFUND-RAB DEP FR FORFEIT ACCT		$20.00
Remit to: NEWPORT BEACH, CA					FYTD:	$20.00
AV GRAPHICS, INC.	217258	05/13/2013	46490	PRINTING SVCS-ADMIN CITATIONS-POLICE		$2,772.04
Remit to: LOS ANGELES, CA					FYTD:	$2,772.04
AXIS APPAREL	9193	05/06/2013	04182013	YOUTH & ADULT UNIFORMS-FLAG FOOTBALL		$1,644.46

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City of Moreno Valley
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For Period 5/1/2013 through 5/31/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$28,209.49
B A ELECTRIC	217314	05/20/2013	BL#23191-YR2013	REFUND OF OVERPAYMENT FOR BL#23191		$82.23
Remit to: MORENO VALLEY, CA					FYTD:	$82.23
BACHER, GRACE	217118	05/06/2013	130501	RETIREE MEDICAL MAY '13		$255.43
Remit to: HEMET, CA					FYTD:	$2,870.80
BAUTISTA, JOSEPH C.	9226	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: FONTANA, CA					FYTD:	$3,187.30
BELMUDES, DEBRA	9227	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$1,593.65
BEMUS LANDSCAPE, INC.	9302	05/13/2013	242913	LANDSCAPE MAINT-SCE/OLD LAKE DR		$16,978.63
			242916	LANDSCAPE MAINT-INDIAN/FILAREE/FAY BIKE AQDCT		
			242912	LANDSCAPE MAINT-SENIOR CNTR		
			242914	LANDSCAPE MAINT-PATRIOT PARK		
			242926	LANDSCAPE MAINT-TOWNGATE CNTR		
			242919	LANDSCAPE MAINT-VETERANS MEMORIAL		
			242915	LANDSCAPE MAINT-BAY/JFK AQDCT		
			242930	LANDSCAPE MAINT-ANIMAL SVCS		
			242929	LANDSCAPE MAINT-PSB		
			242909	LANDSCAPE MAINT-S AQDCT B		
			242922	LANDSCAPE MAINT-FORMER STARS BLDG		
			242928	LANDSCAPE MAINT-MVU SUBSTN		

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
BEMUS LANDSCAPE, INC.	9302	05/13/2013	242923	LANDSCAPE MAINT-CRC		$16,978.63
			242910	LANDSCAPE MAINT-N AQDCT		
			242917	LANDSCAPE MAINT-S AQDCT A		
			242931	LANDSCAPE MAINT-CITY HALL		
			242932	LANDSCAPE MAINT-FIRE STNS		
			242911	LANDSCAPE MAINT-PAN AM/AQDCT		
			242920	LANDSCAPE MAINT-ANNEX 1		
			242927	LANDSCAPE MAINT-TOWNGATE BIKE AQDCT		
			242925	LANDSCAPE MAINT-MVU		
			242921	LANDSCAPE MAINT-CITY YARD		
			242924	LANDSCAPE MAINT-LIBRARY		
Remit to: SAN CLEMENTE, CA					FYTD:	$201,170.99
BEN CLYMER'S THE BODY SHOP MV INC	217423	05/28/2013	ACCT #01509	REFUND OVERPAYMENT OF FALSE ALARM		$41.00
Remit to: MORENO VALLEY, CA					FYTD:	$41.00
BENESYST	9303	05/13/2013	0413285	COBRA ADMIN FEE		$205.00
Remit to: MINNEAPOLIS, MN					FYTD:	$4,912.92
BENESYST	9304	05/13/2013	0413146	FSA ADMIN COSTS		$211.64
Remit to: MINNEAPOLIS, MN					FYTD:	$4,912.92
Bertha Rodriguez	217241	05/13/2013	494175	REFUND PICNIC SHELTER LESS 20%		$64.00
Remit to: MORENO VALLEY, CA					FYTD:	$64.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
BEST, BEST & KRIEGER, LLP	9194	05/06/2013	700368	LEGAL SVCS-MATTER#55416.00100		$7,006.00
			700367	LEGAL SVCS-GENERAL		
Remit to: RIVERSIDE, CA					FYTD:	$24,066.80
BEST, BEST & KRIEGER, LLP	9416	05/28/2013	702562	LEGAL SVCS-COMPTON CASE		$9,578.30
			702561	LEGAL SVCS-GEN MATTERS		
Remit to: RIVERSIDE, CA					FYTD:	$24,066.80
BESTWAY LAUNDRY SOLUTIONS, INC.	217077	05/06/2013	I260344	COMMERCIAL WASHER REPAIRS		$128.00
Remit to: CORONA, CA					FYTD:	$486.94
Betty Torrejon	217249	05/13/2013	493560	DROPPED PROGRAM		$57.60
Remit to: MORENO VALLEY, CA					FYTD:	$57.60
BMW MOTORCYCLES OF RIVERSIDE	217354	05/28/2013	6005495/1	MAINT & REPAIRS-NEW TRAFFIC MOTORCYCLES		$686.68
			6005492/1	MAINT & REPAIRS-NEW TRAFFIC MOTORCYCLES		
Remit to: RIVERSIDE, CA					FYTD:	$55,726.16
BONNIE KENNEMER	217159	05/06/2013	7011355-03	SOLAR INCENTIVE REBATE		$14,000.00
Remit to: MORENO VALLEY, CA					FYTD:	$14,000.00
BOX SPRINGS MUTUAL WATER COMPANY	217078	05/06/2013	04242013	WATER USAGE ACCOUNT 721-1 - ZONE E-1		$108.40
Remit to: MORENO VALLEY, CA					FYTD:	$559.90
BRAUN BLAISING MCLAUGHLIN	217079	05/06/2013	14617	LEGAL SVCS-MVU		$3,616.86

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
BRAUN BLAISING MCLAUGHLIN	217079	05/06/2013	14618	LEGAL SVCS-STREETLIGHT RATE CASE (CASL)		$3,616.86
Remit to: SACRAMENTO, CA					FYTD:	$59,547.60
BREITKREUZ, THOMAS F.	217119	05/06/2013	130501	JAN-MAR '13 PD MA '13		$956.19
Remit to: REDLANDS, CA					FYTD:	$3,824.76
BRODART CO.	9195	05/06/2013	B2771964	MISC BOOKS-LIBRARY		$2,010.94
			B2735107	MISC BOOKS-LIBRARY		
			B2779172	MISC BOOKS-LIBRARY		
			B2780805	MISC BOOKS-LIBRARY		
			B2782632	MISC BOOKS-LIBRARY		
			B2774161	MISC BOOKS-LIBRARY		
			B2794154	MISC BOOKS-LIBRARY		
			B2802467	MISC BOOKS-LIBRARY		
			B2786377	MISC BOOKS-LIBRARY		
			B2784617	MISC BOOKS-LIBRARY		
Remit to: WILLIAMSPORT, PA					FYTD:	$22,625.36
BUCKINGHAM, STAN	217120	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: TEMECULA, CA					FYTD:	$3,187.30
BY HIS DESIGN, INC	217080	05/06/2013	5483	SPORTS UNIFORMS		$300.00
Remit to: SAN JACINTO, CA					FYTD:	$1,412.03
C & C GRADING & PAVING, INC	9367	05/20/2013	1630-3	CONSTRUCTION CONTRACT - SIP (KENTLAND, WILSON, KINNY)		$23,137.15

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: TEMECULA, CA					FYTD:	$251,842.02
CAIN, GREGORY	9228	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: TAMPA, FL					FYTD:	$3,187.30
CALIFORNIA TRANSCRIPTION, LLC	217081	05/06/2013	1549	TRANSCRIPTION SVCS-PLANNING MTG MINUTES		$1,444.53
Remit to: MORONGO VALLEY, CA					FYTD:	$2,368.25
CALIFORNIA WATERSHED ENGINEERING CORP.	9417	05/28/2013	13710	PLAN CHECK SVCS-PWQMP		$970.25
Remit to: FULLERTON, CA					FYTD:	$19,889.25
CANNON, ANA M.	9229	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: HASLET, TX					FYTD:	$3,187.30
Career Care Institute	217219	05/13/2013	494817	DEPOSIT REFUND CRC		$500.00
Remit to: LANCASTER, CA					FYTD:	$500.00
CARTER, ROSALYN	9230	05/06/2013	130501	FEB '13, PD MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$1,912.38
CASTANEDA & ASSOCIATES	217355	05/28/2013	INV 2	PROF SVCS-FAIR HOUSING ACTION PLAN		$8,509.18
Remit to: RIVERSIDE, CA					FYTD:	$18,577.50
CEMEX	217082	05/06/2013	9425883710	PORTLAND CEMENT-MAIN/OP'S		$2,160.74
			9425821284	CONCRETE-SIDEWALK STEPS-ANNEX 1		
			9425838303	PORTLAND CEMENT-MAIN/OP'S		

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City of Moreno Valley

Payment Register

For Period 5/1/2013 through 5/31/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
CEMEX	217082	05/06/2013	9425916173	PORTLAND CEMENT-MAIN/OP'S		$2,160.74
			9425869147	PORTLAND CEMENT-MAIN/OP'S		
Remit to: PASADENA, CA					FYTD:	$20,727.67
CHANCY, CHIZURU	217140	05/06/2013	APR-2013	INSTRUCTOR SVCS-HAWAIIAN DANCE CLASSES		$327.60
Remit to: MORENO VALLEY, CA					FYTD:	$1,984.20
CHANCY, CHIZURU	217408	05/28/2013	MAY-2013	INSTRUCTOR SVCS-HAWAIIAN DANCE CLASSES		$324.60
Remit to: MORENO VALLEY, CA					FYTD:	$1,984.20
CHANDLER ASSET MANAGEMENT, INC	9305	05/13/2013	12505	INVESTMENT MANAGEMENT SVCS-FEB13		$7,741.00
Remit to: SAN DIEGO, CA					FYTD:	$88,346.00
CHANDLER ASSET MANAGEMENT, INC	9306	05/13/2013	12822	INVESTMENT MANAGEMENT SVCS-APR13		$15,399.00
			12661	INVESTMENT MANAGEMENT SVCS-MAR13		
Remit to: SAN DIEGO, CA					FYTD:	$88,346.00
CHAPMAN, STEVE	217121	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: REDLANDS, CA					FYTD:	$3,187.30
CHAPPELL, ISAAC	9231	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
CHARLES ALM	217407	05/28/2013	321	TOWNGATE PARK CONCERT-JOSHUA TREE BAND-6/14/13		$1,000.00
Remit to: ORANGE, CA					FYTD:	$1,000.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
CHRISTOS E. GANDARA	217338	05/20/2013	MV3130226007	REFUND-CITATION OVERPAYMENT	$57.50
Remit to: RIALTO, CA				FYTD:	$57.50
CINTAS CORPORATION	9196	05/06/2013	150832738	UNIFORM RNTL SVC-CONCRETE MAINT	$631.22
			150832737	UNIFORM RNTL SVC-ST MAINT	
			150832736	UNIFORM RNTL SVC-DRAIN MAINT	
			150832735	UNIFORM RNTL SVC-ST SWEEPING	
			150832733	UNIFORM RNTL SVC-ST TREE MAINT	
			150832732	UNIFORM RNTL SVC-VEHICLE MAINT	
			150828263	UNIFORM RNTL SVC-CONCRETE MAINT	
			150828256	UNIFORM RNTL SVC-GRAFFITI RMVL	
			150823826	UNIFORM RNTL SVC-VEHICLE MAINT	
			150819292	UNIFORM RNTL SVC-PURCHASING	
			150828257	UNIFORM RNTL SVC-VEHICLE MAINT	
			150823822	UNIFORM RNTL SVC-PURCHASING	
			150823830	UNIFORM RNTL SVC-DRAIN MAINT	
			150828253	UNIFORM RNTL SVC-PURCHASING	
			150832731	UNIFORM RNTL SVC-GRAFFITI RMVL	
			150823832	UNIFORM RNTL SVC-CONCRETE MAINT	
			150832728	UNIFORM RNTL SVC-PURCHASING	
			150823825	UNIFORM RNTL SVC-GRAFFITI RMVL	
			150828262	UNIFORM RNTL SVC-ST MAINT	
			150823829	UNIFORM RNTL SVC-ST SWEEPING	
			150823827	UNIFORM RNTL SVC-ST TREE MAINT	

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
CINTAS CORPORATION	9196	05/06/2013	150828261	UNIFORM RNTL SVC-DRAIN MAINT		$631.22
			150828260	UNIFORM RNTL SVC-ST SWEEPING		
			150828258	UNIFORM RNTL SVC-ST TREE MAINT		
			150823831	UNIFORM RNTL SVC-ST MAINT		
Remit to: ONTARIO, CA					FYTD:	$15,817.09
CINTAS CORPORATION	9307	05/13/2013	150837200	UNIFORM RNTL SVC-PARK MAINT		$89.70
			150837213	UNIFORM RNTL SVC-GOLF COURSE		
			150837212	UNIFORM RNTL SVC-FACILITIES		
			150837207	UNIFORM RNTL SVC-CFD #1		
Remit to: ONTARIO, CA					FYTD:	$15,817.09
CINTAS CORPORATION	9368	05/20/2013	150837206	UNIFORM RNTL SVC-ST TREE MAINT		$235.45
			150837204	UNIFORM RNTL SVC-GRAFFITI RMVL		
			150837208	UNIFORM RNTL SVC-ST SWEEPING		
			150837210	UNIFORM RNTL SVC-ST MAINT		
			150837211	UNIFORM RNTL SVC-CONCRETE MAINT		
			150837202	UNIFORM RNTL SVC-TRAFFIC SIGNAL		
			150837203	UNIFORM RNTL SVC-ST SIGNS/STRIPING		
			150837205	UNIFORM RNTL SVC-VEHICLE MAINT		
			150837209	UNIFORM RNTL SVC-DRAIN MAINT		
Remit to: ONTARIO, CA					FYTD:	$15,817.09
CINTAS CORPORATION	9418	05/28/2013	150841721	UNIFORM RNTL SVC-PARK MAINT		$286.59
			150100648	UNIFORM RNTL SVC-CFD #1		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
CINTAS CORPORATION	9418	05/28/2013	150846190	UNIFORM RNTL SVC-FACILITIES		$286.59
			150841728	UNIFORM RNTL SVC-CFD #1		
			150100653	UNIFORM RNTL SVC-FACILITIES		
			150100654	UNIFORM RNTL SVC-GOLF COURSE		
			150100641	UNIFORM RNTL SVC-PARK MAINT		
			150841734	UNIFORM RNTL SVC-GOLF COURSE		
			150841733	UNIFORM RNTL SVC-FACILITIES		
			150846191	UNIFORM RNTL SVC-GOLF COURSE		
			150846185	UNIFORM RNTL SVC-CFD #1		
			150846178	UNIFORM RNTL SVC-PARK MAINT		
Remit to: ONTARIO, CA					FYTD:	$15,817.09
CITY OF MORENO VALLEY VEBA TRUST	9197	05/06/2013	2013-00000051	4020 - EXEC VEBA*		$7,000.00
Remit to: MORENO VALLEY, CA					FYTD:	$174,680.03
CITY OF MORENO VALLEY VEBA TRUST	9369	05/20/2013	2013-00000087	4050 - MVCEA VEBA*		$1,962.50
			130418	EXEMPT VEBA		
Remit to: MORENO VALLEY, CA					FYTD:	$174,680.03
CLS LANDSCAPE MANAGEMENT, INC	217317	05/20/2013	BL#01569-YR2013	REFUND OF OVERPAYMENT FOR BL#01569		$139.80
Remit to: CHINO, CA					FYTD:	$139.80
CNOA REGION V	217141	05/06/2013	5/9/13 TRAINING	REGISTR. FEES FOR 4 OFFICERS FOR SYNTHETIC DRUG INVESTIG. TRNG		$180.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$180.00
COLONIAL SUPPLEMENTAL INSURANCE	217206	05/13/2013	7133069-0501423	SUPPLEMENTAL INSURANCE		$6,214.34
Remit to: COLUMBIA, SC					FYTD:	$70,574.55
COMMUNITY HEALTH CHARITIES	217083	05/06/2013	2013-00000052	8725 - CH CHARITY		$94.00
Remit to: COSTA MESA, CA					FYTD:	$4,486.00
COMMUNITY HEALTH CHARITIES	217269	05/20/2013	2013-00000080	8725 - CH CHARITY		$94.00
Remit to: COSTA MESA, CA					FYTD:	$4,486.00
COMPU COM	217356	05/28/2013	61758460	TWO ADOBE PRO XI LICENSE		$691.14
			61789447	ACROBAT PRO XI LICENSE-FIRE ADMIN		
Remit to: DALLAS, TX					FYTD:	$118,895.30
CONCRETE CONNECTION, INC	217428	05/28/2013	BL#18389-YR2013	REFUND OF OVERPAYMENT FOR BL#18389		$96.00
Remit to: CHINO HILLS, CA					FYTD:	$96.00
CONTINENTAL WESTERN TRANSPORTATION	217271	05/20/2013	0104869-IN	ASPHALTIC MATERIAL-SURFACE RECYCLING-MAIN/OPS		$4,568.78
Remit to: SAN DIEGO, CA					FYTD:	$14,233.89
CORY PETERS	217237	05/13/2013	RCT#0331114	REFUND-CANCELLED CERT CLASS FOR TWO		$30.00
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$30.00
COUNSELING TEAM, THE	217084	05/06/2013	20967	EMPLOYEE COACHING-PW		$14,900.00
			20968	EMPLOYEE COACHING-ANIMAL SVCS		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: SAN BERNARDINO, CA					FYTD:	$30,500.00
COUNTRY SQUIRE ESTATES	217357	05/28/2013	MAR 2013	REFUND-UUT-EXEMPT RESIDENTS		$66.19
Remit to: ONTARIO, CA					FYTD:	$1,000.69
COUNTY OF RIVERSIDE - RMAP	217085	05/06/2013	IN0167520	ENVIRONMENTAL HEALTH PERMIT-CELEBRATION PARK		$336.00
Remit to: RIVERSIDE, CA					FYTD:	$625,364.91
COUNTY OF RIVERSIDE - RMAP	217086	05/06/2013	9990085000-1303	RADIO COMM. SERVICES FOR PD MOTORCYCLES		$983.50
Remit to: RIVERSIDE, CA					FYTD:	$625,364.91
COUNTY OF RIVERSIDE - RMAP	217142	05/06/2013	SH0000021347	LAW ENFORCEMENT SVCS/GRANT #PT1303-DISTR. DRIVING ENF.-3/20/13		$20,492.21
			SH0000021350	LAW ENFORCEMENT SVCS/GRANT #PT1303-DUI STAKEOUT OPER. 3/27/13		
			SH0000021351	LAW ENFORCEMENT SVCS/GRANT #PT1303-DISTR. DRIVING ENF.-3/28/13		
			SH0000021358	LAW ENFORCEMENT SVCS/GRANT #SC13272-DUI CHECKPOINT 3/17/13		
			SH0000021354	LAW ENFORCEMENT SVCS/GRANT #PT1303-DUI SATURATION PATROL-3/29/13		
			SH0000021355	LAW ENFORCEMENT SVCS/GRANT #PT1303-TRAFFIC ENF OPERATION-4/1/13		
			SH0000021357	LAW ENFORCEMENT SVCS/GRANT #SC13272-DUI CHECKPOINT 3/22/13		
			SH0000021346	LAW ENFORCEMENT SVCS/GRANT #PT1303-DISTR. DRIVING ENF.-3/13/13		
			SH0000021356	LAW ENFORCEMENT SVCS/GRANT #PT1303-TRAFFIC ENF OPERATION-4/2/13		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$625,364.91
COUNTY OF RIVERSIDE - RMAP	217180	05/13/2013	9990170000-1303	VPN CONNECTION FOR CODE ENFORCEMENT STAFF		$28.84
Remit to: RIVERSIDE, CA					FYTD:	$625,364.91
COUNTY OF RIVERSIDE - RMAP	217409	05/28/2013	SH0000021404	LAW ENFORCEMENT SVCS/JAG GRANT-EXTRA DUTY/RANCHO VERDE BSKTBALL		$1,020.18
			SH0000021405	LAW ENFORCEMENT SVCS/JAG GRANT-EXTRA DUTY/RANCHO VERDE CARNIVAL		
Remit to: MORENO VALLEY, CA					FYTD:	$625,364.91
COUNTY OF RIVERSIDE 1	217410	05/28/2013	PU0000002808	JANITORIAL ITEMS FOR STATION EXPLORERS		$2,493.09
Remit to: MORENO VALLEY, CA					FYTD:	$9,591.31
Crystal Turner	217250	05/13/2013	494343	REFUND PICNIC SHELTER		$124.80
Remit to: MORENO VALLEY, CA					FYTD:	$124.80
D & D SERVICES DBA D & D DISPOSAL, INC.	217272	05/20/2013	37552	DECEASED ANIMAL REMOVAL-ANIMAL SVCS		$745.00
Remit to: VALENCIA, CA					FYTD:	$8,195.00
DALE, KATHLEEN	9232	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
DANIEL BILLEN	217424	05/28/2013	1037479	REFUND - FOOD SERVICE SPACE FOR JULY 4TH		$48.00
Remit to: MURRIETA, CA					FYTD:	$48.00
DANIELLE ARIAS	217151	05/06/2013	R13-061115	AS REFUND-RABIES DEPOSIT		$20.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: LAKE ELSINORE, CA					FYTD:	$20.00
DATA TICKET, INC.	9370	05/20/2013	45644	NPDES BUSINESS INSPECTION SVCS-JAN13		$75.00
Remit to: NEWPORT BEACH, CA					FYTD:	$189,141.45
DATA TICKET, INC.	9419	05/28/2013	45587	REAL ESTATE DEMANDS-CODE-FEB13		$20,070.17
			45636	ADMIN CITATION PROCESSING-CODE-FEB13		
			45688	CITATION PROCESSING-CODE-FEB13		
			2013-0010CM	CREDIT MEMO-FTB REFUND-MVP45974		
Remit to: NEWPORT BEACH, CA					FYTD:	$189,141.45
DATAQUICK CORPORATE HEADQUARTERS	217358	05/28/2013	B1-2157352	ON-LINE SOFTWARE SUBSCRIPTION-POP UNIT		$130.50
Remit to: LOS ANGELES, CA					FYTD:	$1,435.50
DAVID MUSSER	217419	05/28/2013	MAY-2013	INSTRUCTOR SVCS-WATERCOLOR TECHNIQUE CLASS		$294.00
Remit to: MENIFEE, CA					FYTD:	$4,578.00
DAVID TURCH & ASSOCIATES	217181	05/13/2013	MAY 2013	FEDERAL LEGISLATIVE ADVOCATE SERVICES 5/1-5/31/13		$4,166.67
Remit to: WASHINGTON, DC					FYTD:	$45,833.37
DELTA DENTAL OF CALIFORNIA	9199	05/06/2013	BE000539518	EMPLOYEE DENTAL INSURANCE		$10,856.33
Remit to: SAN FRANCISCO, CA					FYTD:	$114,839.70
DELTACARE USA	217207	05/13/2013	5332184	EMPLOYEE DENTAL INSURANCE		$5,436.77
Remit to: LOS ANGELES, CA					FYTD:	$62,079.77

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
DENNIS GRUBB & ASSOCIATES, LLC	9200	05/06/2013	1186	PLAN REVIEW SVCS-FIRE PREVENTION		$5,175.00
Remit to: MIRA LOMA, CA					FYTD:	$115,065.00
DENNIS GRUBB & ASSOCIATES, LLC	9371	05/20/2013	1188	PLAN REVIEW SVCS-FIRE PREVENTION		$2,450.00
Remit to: MIRA LOMA, CA					FYTD:	$115,065.00
DEPARTMENT OF CONSUMER AFFAIRS	217359	05/28/2013	CERT 53613	CIVIL ENGINEER LICENSE RENEWAL - MARK SAMBITO		$115.00
Remit to: SACRAMENTO, CA					FYTD:	$460.00
DEPARTMENT OF CONSUMER AFFAIRS	217360	05/28/2013	CERT 59025	CIVIL ENGINEER LICENSE RENEWAL - CLEMENT JIMENEZ		$115.00
Remit to: SACRAMENTO, CA					FYTD:	$460.00
DEPARTMENT OF CONSUMER AFFAIRS	217361	05/28/2013	CERT 64747	CIVIL ENGINEER LICENSE RENEWAL - HOANG NGUYEN		$115.00
Remit to: SACRAMENTO, CA					FYTD:	$460.00
DEPARTMENT OF INDUSTRIAL RELATIONS	217273	05/20/2013	S1089751SB	EOC-CAL/OSHA-ELEVATORS		$675.00
Remit to: SAN FRANCISCO, CA					FYTD:	$4,988.96
DERRICK N. JOSEPH	217345	05/20/2013	MV2120309015	REFUND-CITATION OVERPAYMENT		$115.00
Remit to: MORENO VALLEY, CA					FYTD:	$115.00
DICK HEIL	217448	05/28/2013	REIMB.-LMV	REIMBURSE LUNCH & COFFEE EXPENSES FOR LEADERSHIP MV PROGRAM		$161.95

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: CORONA, CA					FYTD:	$161.95
DLS LANDSCAPE, INC	9420	05/28/2013	13983	LANDSCAPE MAINT-CFD #1		$12,390.00
			13984	LANDSCAPE MAINT-ZONE A		
Remit to: REDLANDS, CA					FYTD:	$136,290.00
DONALD & GUADALUPE NAF	217322	05/20/2013	CERT REFUND	REFUND FOR CANCELLED APRIL CERT CLASS		$30.00
Remit to: CHINO, CA					FYTD:	$30.00
DORY, ALLEEN F.	217122	05/06/2013	130501	RETIREE MEDICAL MAY '13		$146.32
Remit to: HEMET, CA					FYTD:	$3,060.35
DURAN, BLANCA	217412	05/28/2013	MAY-2013	INSTRUCTOR SVCS-FOLKLORIC DANCE CLASSES		$171.00
Remit to: MORENO VALLEY, CA					FYTD:	$1,620.00
DUVAL, ROBERTA	217143	05/06/2013	APR-2013	INSTRUCTOR SVCS-CPR CLASS		$648.00
Remit to: SUN CITY, CA					FYTD:	$3,343.13
DUVAL, ROBERTA	217413	05/28/2013	MAY-2013	INSTRUCTOR SVCS-CPR CLASS		$144.00
Remit to: SUN CITY, CA					FYTD:	$3,343.13
E.R. BLOCK PLUMBING & HEATING, INC.	9202	05/06/2013	111839	BACKFLOW DEVICE TEST-VRS LOCATIONS		$500.00
			112155	BACKFLOW DEVICE TEST-VRS LOCATIONS		
Remit to: RIVERSIDE, CA					FYTD:	$74,276.86
E.R. BLOCK PLUMBING & HEATING, INC.	9372	05/20/2013	112240	REPLACE 2-STOLEN BACKFLOWS-CITY YARD		$2,372.66

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$74,276.86
E.R. BLOCK PLUMBING & HEATING, INC.	9421	05/28/2013	112202	BACKFLOW DEVICE TEST-CITY HALL		$40.00
			112362	BACKFLOW DEVICE TEST-PSB		
Remit to: RIVERSIDE, CA					FYTD:	$74,276.86
EASTERN MUNICIPAL WATER DISTRICT	217087	05/06/2013	APR-13 5/6/13	WATER CHARGES		$13,824.46
Remit to: PERRIS, CA					FYTD:	$1,357,341.38
EASTERN MUNICIPAL WATER DISTRICT	217182	05/13/2013	APR-13 5/13/13	WATER CHARGES		$7,795.10
Remit to: PERRIS, CA					FYTD:	$1,357,341.38
EDGELANE MOBILE PARK	9422	05/28/2013	APR 2013	REFUND-UUT-EXEMPT RESIDENTS		$14.39
Remit to: LOS ANGELES, CA					FYTD:	$160.50
EDITH B. AYALA	217333	05/20/2013	MVP63679	REFUND-DISMISSED CITATION		$41.00
Remit to: MORENO VALLEY, CA					FYTD:	$41.00
EGGERSTEN, ANNE	217123	05/06/2013	130501	RETIREE MEDICAL MAY '13		$255.43
Remit to: RANCHO MIRAGE, CA					FYTD:	$2,879.30
EMERGENT BATTERY TECHNOLOGIES, INC.	217451	05/28/2013	18957	BATTERY BACK UP SYSTEMS		$6,879.60
Remit to: ANAHEIM, CA					FYTD:	$29,175.30
EMPIRE MOWER	217363	05/28/2013	149754	EQUIPMENT SUPPLIES-CITY PARKS		$29.70

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$29.70
EMPLOYMENT DEVELOPMENT DEPARTMENT	9358	05/03/2013	2013-00000069	CA TAX - STATE TAX WITHHOLDING*		$23.35
Remit to: Unknown, CA					FYTD:	$940,832.72
EMPLOYMENT DEVELOPMENT DEPARTMENT	9410	05/22/2013	1ST QTR 2013	UNEMPLOYMENT INSURANCE CLAIMS 1/1-3/31/13		$9,437.00
Remit to: Unknown, CA					FYTD:	$940,832.72
ENCO UTILITY SERVICES MORENO VALLEY LLC	9203	05/06/2013	0402-MF-01444A	SOLAR METER INSTALLATION-12631 MAGNOLIA DR		$2,532.00
			0402-MF-01429A R	SOLAR METER INSTALLATION-3 RESIDENCE		
Remit to: ANAHEIM, CA					FYTD:	$2,347,752.28
ERICK COOPER	217429	05/28/2013	1041053	REFUND-CONTRACT CLASS		$32.00
Remit to: MORENO VALLEY, CA					FYTD:	$32.00
EVANS ENGRAVING & AWARDS	9204	05/06/2013	41113-4	OFFICER OF THE YEAR & QTR AWARDS		$1,189.88
			41113-9	PLAQUE-VOLUNTEER OF THE YR-EMERGNY MGMNT		
			40913-3	EMPLOYEE PLAQUE-BUS SUPPORT/NEIGHBRHD		
			32220	SERVICE AWARDS-APRIL THRU JUNE-HR		
			32413-14	SERVICE AWARDS-DEC 2012 THRU MAR 2013-HR		
Remit to: MORENO VALLEY, CA					FYTD:	$2,735.72
EXCEL LANDSCAPE, INC	217364	05/28/2013	76481	LANDSCAPE MAINT-ZONE E-7		$2,802.95
			76577	LANDSCAPE MAINT ADD'L WORK-ZONE E-7		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
EXCEL LANDSCAPE, INC	217364	05/28/2013	76442	LANDSCAPE MAINT ADD'L WORK-NPDES WQB		$2,802.95
Remit to: CORONA, CA					FYTD:	$101,672.64
FALLEN OFFICERS FUND	217275	05/20/2013	CONF. REGISTR.	FEES FOR 4 OFFICERS TO ATTEND THE 2013 SO. CA. GANG CONF.		$340.00
Remit to: CHULA VISTA, CA					FYTD:	$340.00
FEENSTRA, JOHN	9233	05/06/2013	130501	RETIREE MEDICAL MAY '13		$361.25
Remit to: REDLANDS, CA					FYTD:	$3,612.50
Fidel Ruiz	217243	05/13/2013	494578	REFUND DEPOSIT SENIOR CENTER		$300.00
Remit to: MORENO VALLEY, CA					FYTD:	$300.00
FIRST AMERICAN CORE LOGIC, INC.	217088	05/06/2013	80808033	REAL QUEST ONLINE PROPERTY SEARCH-CODE		$640.00
			80808035	REAL QUEST ONLINE PROPERTY SEARCH-CODE/NP		
Remit to: DALLAS, TX					FYTD:	$7,040.00
FIRST CHOICE SERVICES	9309	05/13/2013	523392	EMPLOYEE PAID COFFEE SVC-CITY YARD		$162.89
Remit to: ONTARIO, CA					FYTD:	$7,971.92
FIRST CHOICE SERVICES	9424	05/28/2013	524839	EMPLOYEE PAID COFFEE SVC-CITY YARD		$336.07
			524837	EMPLOYEE PAID COFFEE SVC-CRC		
			524846	EMPLOYEE PAID COFFEE SVC-CITY HALL		
Remit to: ONTARIO, CA					FYTD:	$7,971.92
FITNESS 19 CA 155 11C	217276	05/20/2013	2013-00000081	8730 - GYM MEMBERSHIP*		$216.00

MV00213301

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$2,214.00
FOSTER, JAMES BARRY	217208	05/13/2013	5/19-5/22/13	TRAVEL PER DIEM-ICSC RECON CONVENTION		$248.50
Remit to: RIVERSIDE, CA					FYTD:	$474.12
FOSTER, NANCY A.	9234	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: GRASS VALLEY, CA					FYTD:	$3,187.30
FOSTER, ZACHARY F.	9235	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: GRASS VALLEY, CA					FYTD:	$2,549.84
FRANCHISE TAX BOARD	217089	05/06/2013	2013-00000053	1015 - GARNISHMENT - CREDITOR %*		$311.03
Remit to: SACRAMENTO, CA					FYTD:	$7,243.65
FRANCHISE TAX BOARD	217277	05/20/2013	2013-00000082	1015 - GARNISHMENT - CREDITOR %*		$311.03
Remit to: SACRAMENTO, CA					FYTD:	$7,243.65
Frank Ochoa	217234	05/13/2013	494342	REFUND DROPPED CLASS		$90.00
Remit to: MORENO VALLEY, CA					FYTD:	$90.00
FRANKLIN, L. C.	217414	05/28/2013	APR-13 MILEAGE	MILEAGE REIMBURSEMENT		$210.18
Remit to: PERRIS, CA					FYTD:	$1,769.93
FRAZEE INDUSTRIES, INC	217278	05/20/2013	9530501102730	CREDIT INVOICE FOR RETURNED MATERIALS		$1,462.56
			9530501102740	GRAFFITI REMOVAL PRODUCTS		
			9530501096253	GRAFFITI REMOVAL PRODUCTS		

MV00213302

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: LOS ANGELES, CA					FYTD:	$7,977.57
FREDES PRINTING & SIGNS	217430	05/28/2013	BL#07821-YR2013	REFUND OF OVERPAYMENT FOR BL#07821		$62.20
Remit to: MORENO VALLEY, CA					FYTD:	$62.20
FRED'S GLASS & MIRROR, INC.	217090	05/06/2013	182405	WINDOW REPAIRS-MARCH FIELD COMM PARK		$285.50
			182406	WINDOW REPAIRS-MARCH FIELD COMM PARK		
Remit to: RIVERSIDE, CA					FYTD:	$2,812.75
FUSCOE ENGINEERING, INC	217365	05/28/2013	112553	PLAN CHECK SVCS-MAP FOR PM 36508		$3,058.50
Remit to: IRVINE, CA					FYTD:	$3,058.50
G/M BUSINESS INTERIORS, INC.	217183	05/13/2013	0093496-IN	DESIGN, DISASSEMBLE, RELOCATE & REBUILD FURNITURE AT ANNEX 1		$24,450.38
Remit to: RIVERSIDE, CA					FYTD:	$197,335.05
G/M BUSINESS INTERIORS, INC.	217184	05/13/2013	0093706-IN	DISASSEMBLE, REINSTALL, DESIGN & STORE FURNITURE-2ND FLR CH		$24,113.63
Remit to: RIVERSIDE, CA					FYTD:	$197,335.05
GAGATCH, HEATHER	217416	05/28/2013	6/4-6/6/13	TRAVEL PER DIEM FOR ADVANCED CPTED TRAINING		$150.00
Remit to: MORENO VALLEY, CA					FYTD:	$150.00
GALLS INC., INLAND UNIFORM	9373	05/20/2013	313321	UNIFORM REPLACEMENT-TRAFFIC UNIT		$95.03
Remit to: RIVERSIDE, CA					FYTD:	$5,033.23
GALLS INC., INLAND UNIFORM	217175	05/06/2013	280163	UNIFORMS-PARK RANGERS		$205.16

MV00213303

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$5,033.23
GARDNER COMPANY, INC.	217091	05/06/2013	1834	HVAC OPTIMIZATION PREV MAINT-LIBRARY		$2,750.00
			1833	HVAC OPTIMIZATION PREV MAINT-SENIOR CTR		
Remit to: MURRIETA, CA					FYTD:	$4,245.79
GARDNER COMPANY, INC.	217185	05/13/2013	52964	HVAC REPAIRS-SENIOR CTR		$945.79
Remit to: MURRIETA, CA					FYTD:	$4,245.79
GARDNER COMPANY, INC.	217366	05/28/2013	52965	HVAC REPAIRS-SENIOR CTR		$550.00
Remit to: MURRIETA, CA					FYTD:	$4,245.79
GENE ROGERS	217211	05/13/2013	SETTLEMENT	PAYMENT FOR RELEASE OF CLAIM		$1,750.00
Remit to: PEBBLE BEACH, CA					FYTD:	$1,750.00
GENERAL SECURITY SERVICES, INC.	9205	05/06/2013	171349	SECURITY SVCS-TOWNGATE-8/11/12		$1,871.48
			173550	SECURITY SVCS-SENIOR CTR-4/6/13		
			173549	SECURITY SVCS-CRC 4/1-4/4/13		
			173606	SECURITY SVCS-LIBRARY-4/13/13		
			173603	SECURITY SVCS-CRC 4/8-4/11/13		
			173604	SECURITY SVCS-SENIOR CTR-4/13/13		
			173588	SECURITY SVCS-TOWNGATE-4/13/13		
			173527	SECURITY SVCS-TOWNGATE-4/6/13		
			170496	SECURITY SVCS-CRC 4/16-4/20/12		
Remit to: WILMINGTON, CA					FYTD:	$50,492.36

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
GENERAL SECURITY SERVICES, INC.	9206	05/06/2013	170817	SECURITY SVCS-CRC SPECIAL EVENTS	$1,015.05
			172026	SECURITY SVCS-CRC 7/9-7/12/12	
			173337	SECURITY SVCS-CRC 3/11-3/14/13	
			172027	SECURITY SVCS-CRC SPECIAL EVENTS	
Remit to: WILMINGTON, CA				FYTD:	$50,492.36
GENERAL SECURITY SERVICES, INC.	9310	05/13/2013	173648	SECURITY SVCS-CRC 4/15-4/18/13	$2,299.13
			173666	SECURITY SVCS-LIBRARY-4/17>4/20/13	
			173586	RENTAL OF RADIOS & WANDS-7/4/12	
			173724	SECURITY SVCS-CRC 4/22-4/25/13	
			173723	SECURITY SVCS-CITY HALL 4/22-4/25/13	
			173664	SECURITY SVCS-CITY HALL 4/15-4/18/13	
			173704	SECURITY SVCS-TOWNGATE-4/27/13	
			173649	SECURITY SVCS-CRC SPECIAL EVENTS 4/19/13	
			173703	SECURITY SVCS-TOWNGATE-4/26/13	
Remit to: WILMINGTON, CA				FYTD:	$50,492.36
GENERAL SECURITY SERVICES, INC.	9374	05/20/2013	173725	SECURITY SVCS-MVU 4/22-4/25/13	$1,296.23
			173795	SECURITY SVCS-TOWNGATE-5/1/13	
			173801	SECURITY SVCS-CRC SPECIAL EVENTS 5/3/13	
			173812	SECURITY SVCS-CRC 4/29-5/2/13	
			173665	SECURITY SVCS-SENIOR CTR-4/20/13	
			173800	SECURITY SVCS-CRC SPECIAL EVENTS 5/4/13	

MV00213305

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: WILMINGTON, CA					FYTD:	$50,492.36
GENERAL SECURITY SERVICES, INC.	9425	05/28/2013	173867	SECURITY SVCS-CRC SPECIAL EVENTS 5/9 & 5/10/13		$1,457.30
			173866	SECURITY SVCS-CRC SPECIAL EVENTS 5/5/13		
			173858	SECURITY SVCS-TOWNGATE-5/11/13		
			173879	SECURITY SVCS-LIBRARY-5/11/13		
			173877	SECURITY SVCS-CITY HALL 5/6-5/9/13		
			173811	SECURITY SVCS-CITY HALL 4/29-5/2/13		
			173878	SECURITY SVCS-CRC 5/6-5/9/13		
			173813	SECURITY SVCS-LIBRARY-4/29 & 5/4/13		
Remit to: WILMINGTON, CA					FYTD:	$50,492.36
GIBBS, GIDEN, LOCHER,TURNER, SENET & WITTBRODT LLP	9426	05/28/2013	219346-002	LEGAL SERVICES - SUNNYMEAD (EXCEL)		$1,381.40
			219137-001	LEGAL SERVICES - SUNNYMEAD (EXCEL)		
Remit to: LOS ANGELES, CA					FYTD:	$209,067.50
GIL'S PLASTERING	217223	05/13/2013	BL#22089-YR2013	REFUND OF OVERPAYMENT FOR B/L #22089		$86.79
Remit to: MORENO VALLEY, CA					FYTD:	$86.79
GONZALES, DOMILENA R.	9236	05/06/2013	130501	APR '13 PD MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
GORM INC.	217367	05/28/2013	200711	JANITORIAL SUPPLIES-CITY PARKS & CFC#1 PARKS		$3,401.87
Remit to: ONTARIO, CA					FYTD:	$8,478.11

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
GOZDECKI, DAN	9375	05/20/2013	MAY-2013 YOUTH	INSTRUCTOR SVCS-KUNG FU CLASS		$513.00
			MAY-2013 ADULT	INSTRUCTOR SVCS-KUNG FU CLASS		
Remit to: MORENO VALLEY, CA					FYTD:	$5,762.40
GRAVES & KING, LLP	217186	05/13/2013	1303-0009442	LEGAL SVCS-MV1261		$1,468.66
Remit to: RIVERSIDE, CA					FYTD:	$5,082.90
GRAVES & KING, LLP	217368	05/28/2013	1302-0009442	LEGAL SVCS-MV1261		$1,078.88
Remit to: RIVERSIDE, CA					FYTD:	$5,082.90
GRESHAM SAVAGE NOLAN & TILDEN	217279	05/20/2013	263346	LEGAL SERVICES		$11,820.26
Remit to: SAN BERNARDINO, CA					FYTD:	$11,820.26
GRIFFIN, MARLENE C	9237	05/06/2013	130501	RETIREE MEDICAL MAY '13		$255.43
Remit to: GREEN VALLEY, AZ					FYTD:	$2,870.80
GUADALUPE ORTEGA	217236	05/13/2013	R13-057654	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: RIVERSIDE, CA					FYTD:	$20.00
GUARDSMARK	9207	05/06/2013	5316118	SECURITY SVCS-CITY HALL 4/7-4/13/13		$267.90
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$16,708.03
GUIDANCE SOFTWARE, INC	217187	05/13/2013	TRNG. PASSPORT	ENCASE 1YR ANNUAL TRAINING PASSPORT FOR JOHN LENTON-QUOTE 68727		$5,500.00
Remit to: PASADENA, CA					FYTD:	$10,295.82
GUIDANCE SOFTWARE, INC	217280	05/20/2013	3071683	SOFTWARE & MAINT/SUPPORT-4 NEW FORENSIC COMPUTER		$4,795.82

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City of Moreno Valley

Payment Register

For Period 5/1/2013 through 5/31/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: PASADENA, CA					FYTD:	$10,295.82
GUILLAN, REBECCA S.	9238	05/06/2013	130501	APR '13, PD MAY '13		$297.39
Remit to: ADVANCE, NC					FYTD:	$2,829.46
GUTIERREZ, ROBERT	9239	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: LA VERNE, CA					FYTD:	$3,187.30
HAMLIN, WILLIAM R.	9240	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: BEAUMONT, CA					FYTD:	$3,187.30
HANES, MARTIN D.	9241	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
HARDING, JOHN	217124	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: BANNING, CA					FYTD:	$3,187.30
HATFIELD, CHARLES	9242	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: LAS VEGAS, NV					FYTD:	$3,187.30
HDL/HINDERLITER DE LLAMAS & ASSOCIATES	217369	05/28/2013	0020875-IN	SALES TAX AUDIT SVCS		$920.47
Remit to: DIAMOND BAR, CA					FYTD:	$119,390.09
HEFFLEY, ROSS W.	9243	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: HEMET, CA					FYTD:	$3,187.30
Herman Savage	217244	05/13/2013	494383	REFUND JR FLAG FOOTBALL		$48.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$48.00
HERRICK, ROBERT D.	217126	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
HLP, INC.	9376	05/20/2013	7977	WEB LICENSING TRANSACTIONS (AUG/SEPT/OCT 2012)		$72.45
Remit to: LITTLETON, CO					FYTD:	$21,792.65
HLP, INC.	9429	05/28/2013	8433RV	WEB LICENSING MONTHLY SVCS-APR13		$40.25
Remit to: LITTLETON, CO					FYTD:	$21,792.65
HOLT, ANITRA N	217127	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: CLERMONT, FL					FYTD:	$1,274.92
HONDA YAMAHA OF REDLANDS	217092	05/06/2013	16500	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		$163.46
Remit to: REDLANDS, CA					FYTD:	$24,358.63
HONDA YAMAHA OF REDLANDS	217370	05/28/2013	17748	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		$1,890.78
			16822	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		
			17366	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		
			16976	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		
Remit to: REDLANDS, CA					FYTD:	$24,358.63
HOUSER, EDITH E.	217128	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
HUNSAKER & ASSOCIATES, INC.	217188	05/13/2013	13030101	PLAN CHECK SVCS-PM 36511		$6,585.90

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
HUNSAKER & ASSOCIATES, INC.	217188	05/13/2013	13010355	CONSULTING SERVICES - IRIS PAVEMENT RESURFACING		$6,585.90
			13010375	CONSULTING SERVICES, SURVEY - PERRIS BLVD. WIDENING		
			13020333	CONSULTING SERVICES, SURVEY - PERRIS BLVD. WIDENING		
Remit to: IRVINE, CA					FYTD:	$90,602.21
ICMA RETIREMENT CORP	9293	05/03/2013	2013-00000044	8030 - DEF COMP 457 - ICMA		$15,094.64
Remit to: BALTIMORE, MD					FYTD:	$231,545.24
ICMA RETIREMENT CORP	9403	05/16/2013	2013-00000076	8030 - DEF COMP 457 - ICMA		$13,707.14
Remit to: BALTIMORE, MD					FYTD:	$231,545.24
ICR DOORS	9377	05/20/2013	643	MAINT. OF TWO ROLL UP DOORS-ANNEX 1		$113.00
Remit to: UPLAND, CA					FYTD:	$7,041.97
IES COMMERCIAL, INC	217256	05/13/2013	97780	REMOVE/RELOCATE EXISTING ACCESS CONTROL SYSTEM TO ANNEX1		$6,954.29
Remit to: TEMPE, AZ					FYTD:	$20,269.22
IL SORRENTO MOBILE PARK	217371	05/28/2013	MARCH 2013	MISCELLANEOUS SERVICES		$71.01
Remit to: MORENO VALLEY, CA					FYTD:	$1,152.71
ING USA ANNUITY & LIFE INSURANCE CO.	217281	05/20/2013	2013-00000083	8792 - ING - EMPLOYEE *		$325.00
Remit to: DES MOINES, IA					FYTD:	$4,100.00
INLAND PETROLEUM EQUIPMENT & REPAIR, INC	9208	05/06/2013	316658	FUEL DISPENSERS CARB TESTING & REPAIRS-FS#65		$2,612.02
			316657	FUEL DISPENSERS CARB TESTING & REPAIRS-FS#48		

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
INLAND PETROLEUM EQUIPMENT & REPAIR, INC	9208	05/06/2013	316659	FUEL DISPENSERS CARB TESTING & REPAIRS-FS#65		$2,612.02
Remit to: BLOOMINGTON, CA					FYTD:	$3,907.93
INLAND PETROLEUM EQUIPMENT & REPAIR, INC	9311	05/13/2013	316656	FUEL DISPENSERS CARB TESTING & REPAIRS-FS#2		$1,019.11
Remit to: BLOOMINGTON, CA					FYTD:	$3,907.93
INSIDE PLANTS, INC.	217189	05/13/2013	46808	INDOOR PLANT MAINT-CRC-MAY13		$320.00
Remit to: CORONA, CA					FYTD:	$3,520.00
INTERNAL REVENUE SERVICE CENTER	9359	05/09/2013	F130502	MISCELLANEOUS SERVICES		$12,982.85
Remit to: OGDEN, UT					FYTD:	$508,592.52
J D H CONTRACTING	9209	05/06/2013	041113-01	REMOVE WALL-CH COUNCIL AREA		$2,790.00
			041113-02	REPAIRS/ADJUSTMENT-PW LOBBY DOOR		
			041813-02	FABRICATE & INSTALL LIGHT COVERS-PSB		
			041813-03	RE-INSTALL LARGE CONCRETE BALL		
Remit to: RIVERSIDE, CA					FYTD:	$131,322.90
J D H CONTRACTING	9312	05/13/2013	042513-02	INSTALL 3 DRINKING FOUNTAINS-WOODLAND PARK		$9,833.00
			050613-02	REPLACED DRINKING FOUNTAIN AT SHADOW MOUNTAIN PARK		
			041813-01	FINISH OFF WALL PATCH & PAINT-F/S#65		
Remit to: RIVERSIDE, CA					FYTD:	$131,322.90
J D H CONTRACTING	9378	05/20/2013	051013-01	INSTALL 5 NEW PARKING BUMBERS-MV LIBRARY		$785.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$131,322.90
J D H CONTRACTING	9430	05/28/2013	052013-01	INSTALL ROOF ON WESTOS PARK RESTROOM		$7,785.00
Remit to: RIVERSIDE, CA					FYTD:	$131,322.90
JACK HENRY & ASSOCIATES	217093	05/06/2013	1417378	PROFIT STARS MONTHLY SERVICE FEES		$302.95
Remit to: MONETT, MO					FYTD:	$3,058.30
JAM FIRE PROTECTION, INC	217372	05/28/2013	162342	SEMI-ANNUAL INSPECTION/FM-200 PRE-ACTION FIRE SUPPRESSION		$575.00
Remit to: MONROVIA, CA					FYTD:	$575.00
JAMES D SMITH	217350	05/20/2013	REFUND CITATIONS	REFUND-CITATION OVERPYMT/MV2110428009, MV2110707014, MV210303011		$345.00
Remit to: MORENO VALLEY, CA					FYTD:	$345.00
James Harrison	217226	05/13/2013	493580	REFUND - RAIN OUT SHELTER		$80.00
Remit to: MORENO VALLEY, CA					FYTD:	$80.00
JANET LUCIANO	217433	05/28/2013	CK#193111	REISSUE UNCLAIMED CK#193111 DTD 3/5/09		$73.00
Remit to: RIVERSIDE, CA					FYTD:	$73.00
JANNEY & JANNEY ATTORNEY SVCS, INC.	217190	05/13/2013	00130433036	MONTHLY RETAINER-DELIVERY OF COURT FILINGS-MAY13		$75.00
Remit to: RIVERSIDE, CA					FYTD:	$1,540.00
JENNIFER GUTIERREZ	217225	05/13/2013	R13-061687	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
JESSICA RODRIGUEZ	217242	05/13/2013	R13-059255	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
JESUS HOLGUIN	217431	05/28/2013	1038029	REFUND - DEPOSIT FOR BALLET FOLKLORICO		$500.00
Remit to: MORENO VALLEY, CA					FYTD:	$500.00
JOE A. GONSALVES & SON	9313	05/13/2013	23586	STATE LEGISLATIVE ADVOCACY SVCS-MAY13		$3,000.00
Remit to: SACRAMENTO, CA					FYTD:	$18,000.00
JOEL MORALES	217209	05/13/2013	5/20-5/24/13	TRAVEL PER DIEM-OFFICER-INVOLVED SHOOTING & FORCE INVESTIG TRNG.		$250.00
Remit to: MORENO VALLEY, CA					FYTD:	$250.00
JOHN O'DONOHNE	217438	05/28/2013	R13-060317	AS REFUND-OVERPMT ON LICENSE		$88.00
Remit to: MORENO VALLEY, CA					FYTD:	$88.00
JOHN W. STRICKLER	9282	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: SAN BERNARDINO, CA					FYTD:	$2,868.57
JONES, SUSAN	9244	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
JORGE ALBERTO HERNANDEZ	217343	05/20/2013	MV3110621015	REFUND-CITATION OVERPAYMENT		$115.00
Remit to: BEAUMONT, CA					FYTD:	$115.00
JORRY KEITH	217145	05/06/2013	APR-2013	INSTRUCTOR SVCS-COMIC BOOK CREATION CLASS		$120.00
Remit to: FONTANA, CA					FYTD:	$984.00

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City of Moreno Valley

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For Period 5/1/2013 through 5/31/2013

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
JOSE BAUTISTA	217218	05/13/2013	R13-059128	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
JOSEPH SANCHEZ	217349	05/20/2013	MV2120120012	REFUND-CITATION OVERPAYMENT		$115.00
Remit to: MORENO VALLEY, CA					FYTD:	$115.00
JOSE'S MEXICAN FOOD	217227	05/13/2013	BL#10717-YR2013	REFUND OF OVERPAYMENT FOR B/L #10717		$32.83
Remit to: SAN BERNARDINO, CA					FYTD:	$32.83
JOSHUA MANJARREZ	217305	05/20/2013	5/28-5/30/13	TRAVEL PER DIEM-TRAINING/SOUTHERN CA. GANG CONFERENCE		$150.00
Remit to: MORENO VALLEY, CA					FYTD:	$325.00
JUSTIN HILL	217304	05/20/2013	5/28-5/30/13	TRAVEL PER DIEM-TRAINING/SOUTHERN CA. GANG CONFERENCE		$150.00
Remit to: MORENO VALLEY, CA					FYTD:	$375.00
KASEY RETHERFORD	217166	05/06/2013	R13-060184	AS REFUND-SN DEPOSIT		$75.00
Remit to: BANNING, CA					FYTD:	$75.00
KATRINA BERMUDEZ	217316	05/20/2013	R13-059422	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
KAYLA CLARIN	217221	05/13/2013	R13-061725	AS REFUND-ADOPT.,VACCINES,MICROCHIP,		$67.00
Remit to: RIVERSIDE, CA					FYTD:	$67.00
KENYA BURTON	217152	05/06/2013	R13-060241	AS REFUND-ADOPT,VACS,CHIP,		$87.00
Remit to: PERRIS , CA					FYTD:	$87.00

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City of Moreno Valley

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For Period 5/1/2013 through 5/31/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
KEPLER, JANELLE	9379	05/20/2013	MAY-2013	INSTRUCTOR SVCS-CHEERLEADING CLASS		$596.40
Remit to: RIVERSIDE, CA					FYTD:	$5,194.00
KEVIN J RICHARDSON	217348	05/20/2013	MV2110922021	REFUND-CITATION OVERPAYMENT		$115.00
Remit to: MORENO VALLEY, CA					FYTD:	$115.00
KING, PATRICIA A.	217129	05/06/2013	130501	RETIREE MEDICAL MAY '13		$210.74
Remit to: LAS VEGAS, NV					FYTD:	$2,410.90
KOLB, CHARLES E.	9245	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
KOLLAR, KYLE	9246	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
KRISTEN BAUDER	217315	05/20/2013	R13-060712	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD	9210	05/06/2013	266282	LEGAL SVCS-DISSOLUTION OF REDEVT.		$3,300.60
Remit to: SACRAMENTO, CA					FYTD:	$23,170.95
KUPSAK, STEVE	9247	05/06/2013	130501	MAR '13, PD MAY '13		$318.73
Remit to: CEDAR GLEN, CA					FYTD:	$3,187.30
KYLE, GARY M.	9248	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: PRESCOTT VALLEY, AZ					FYTD:	$3,187.30

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
L&L ENVIRONMENTAL, INC	217264	05/13/2013	10.1.3950	PROFESSIONAL CONSULTANT SVCS		$1,931.06
Remit to: REDLANDS, CA					FYTD:	$1,931.06
LADY FOOT LOCKER #6515	217228	05/13/2013	BL#03807-YR2013	REFUND OF OVERPAYMENT FOR B/L #03807		$77.69
Remit to: HARRISBURG, PA					FYTD:	$77.69
LAFATA, JOSEPHINE	9249	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
LANGENDORF, BENJAMIN	9250	05/06/2013	130501	FEB-MAR' 13, PD MAY '13		$637.46
Remit to: PERRIS, CA					FYTD:	$2,804.43
LARISSA OCEGUERA	217233	05/13/2013	R13-061137	AS REFUND-SPAY/NEUTER DEPOSIT		$75.00
Remit to: RIVERSIDE, CA					FYTD:	$75.00
LATITUDE GEOGRAPHICS	217373	05/28/2013	201300369	GIS SOFTWARE & SERVICES-M4		$23,836.77
Remit to: VICTORIA, BC					FYTD:	$83,408.93
LAURA MADERAS	217230	05/13/2013	P217283	AS REFUND-RABIES DEPOSITS FOR 12 DOGS AT $20.00 EACH		$240.00
Remit to: SAN MARCOS, CA					FYTD:	$240.00
LAURA YENULONIS	217173	05/06/2013	B1300741	REFUND PERMIT FEE-CC CHARGED TWICE IN ERROR		$60.00
Remit to: COLTON, CA					FYTD:	$60.00
LAWSON PRODUCTS, INC.	9431	05/28/2013	1020128	CREDIT INVOICE FOR RETURNED MATERIALS		$152.84
			9301448215	HARDWARE & BLDG. SUPPLIES-CITY PARKS		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: CHICAGO, IL					FYTD:	$1,161.73
LEAGUE OF CALIFORNIA CITIES-RIV CNTY DIV 1	217094	05/06/2013	5/13/13 GEN. MTG	COUNCIL MEMBER R. STEWART FOR ATTENDANCE OF GENERAL MEETING		$25.00
Remit to: MIRA LOMA, CA					FYTD:	$315.00
LEIGHTON CONSULTING, INC.	9398	05/20/2013	11632	CONSULTING SERVICES - SR-60/NASON OC		$17,358.87
Remit to: IRVINE, CA					FYTD:	$332,945.26
LEIVAS LIGHTING, INC	217229	05/13/2013	BL#23962-YR2013	REFUND OF OVERPAYMENT FOR B/L #23962		$64.38
Remit to: RIVERSIDE, CA					FYTD:	$64.38
LEIVAS, INC. DBA. LEIVAS LIGHTING	9314	05/13/2013	236096	LANDSCAPE LIGHTING MAINT-E1, E2, E3, E7, M		$2,820.38
			236038	LANDSCAPE LIGHTING MAINT-ZONE M		
			236039	LANDSCAPE LIGHTING MAINT-TOWNGATE		
			236040	LANDSCAPE LIGHTING MAINT-CENTERPOINTE		
			298	LANDSCAPE LIGHTING MAINT-ZONE E3		
			236042	LANDSCAPE LIGHTING MAINT-ZONE E3		
			236063	LANDSCAPE LIGHTING MAINT-ZONE E2		
			236075	LANDSCAPE LIGHTING MAINT-E1, E2, E3, E7, M		
			292	LANDSCAPE LIGHTING MAINT-ZONE E3		
			294	LANDSCAPE LIGHTING MAINT-ZONE E3		
			296	LANDSCAPE LIGHTING MAINT-ZONE E3		
Remit to: RIVERSIDE, CA					FYTD:	$5,762.64

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
LEIVAS, INC. DBA. LEIVAS LIGHTING	9432	05/28/2013	236130	LANDSCAPE LIGHTING MAINT-E1, E2, E3, E7, M		$125.00
Remit to: RIVERSIDE, CA					FYTD:	$5,762.64
LETICIA REYES	217347	05/20/2013	MVP63689	REFUND-CITATION DISMISSED		$407.50
Remit to: MIRA LOMA, CA					FYTD:	$407.50
LEWIS BRISBOIS BISGAARD & SMITH LLP	9380	05/20/2013	1166383	LEGAL SVCS-RIC533180		$4,182.70
Remit to: SAN BERNARDINO, CA					FYTD:	$8,008.79
LEWIS, CAROLYN S.	9251	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MIDLAND, TX					FYTD:	$3,187.30
LEXISNEXIS PRACTICE MGMT.	9381	05/20/2013	1304081613	ONLINE LEGAL RESEARCH TOOLS-APRIL13		$1,180.00
Remit to: LOS ANGELES, CA					FYTD:	$13,580.00
LIEBERT, CASSIDY, WHITMORE	217191	05/13/2013	163392	LEGAL SVCS/MO140-00001		$870.00
Remit to: LOS ANGELES, CA					FYTD:	$26,939.82
LIEBERT, CASSIDY, WHITMORE	217374	05/28/2013	158854	LEGAL SERVICES-MO140-00010		$2,490.50
Remit to: LOS ANGELES, CA					FYTD:	$26,939.82
LILIANA ALVARADO	217303	05/20/2013	REIMB	REIMB-TRAINING REGIS & BOOKS-HR MGT COURSE-UCR EXT		$618.48
Remit to: MORENO VALLEY, CA					FYTD:	$618.48
LINDO, HERMINA G.	9252	05/06/2013	130501	MAR '13 TRI&MED PD MAY '13		$232.24

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: TITUSVILLE, FL					FYTD:	$1,763.22
LISA TERRY	217444	05/28/2013	R13-062295	AS REFUND-LIC EH SN-SERVICE DOG NO CHRG		$6.00
Remit to: CORONA , CA					FYTD:	$6.00
LOGAN, CHARLES	9253	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: LAS VEGAS, NV					FYTD:	$3,187.30
LONGDYKE, DENNIS	9254	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: BEAUMONT, CA					FYTD:	$3,187.30
LORENA ARZATE	217215	05/13/2013	CK#190200	REISSUE UNCLAIMED CK#190200 DTD 11/13/08		$72.13
Remit to: MORENO VALLEY, CA					FYTD:	$72.13
LORENO CASTANEDA	217425	05/28/2013	1040616	REFUND - SENIOR CENTER RENTAL CONTRACT 23262		$285.00
Remit to: MORENO VALLEY, CA					FYTD:	$285.00
LORENO CASTANEDA	217426	05/28/2013	1040622	REFUND - RENTAL DEPOSIT CONTRACT 23262		$15.00
Remit to: MORENO VALLEY, CA					FYTD:	$15.00
LORENO CASTANEDA	217427	05/28/2013	1040619	MISCELLANEOUS SERVICES		$1.00
Remit to: MORENO VALLEY, CA					FYTD:	$1.00
LORI BARTIE	217217	05/13/2013	7011017-03	SOLAR INCENTIVE REBATE		$12,246.75
Remit to: MORENO VALLEY, CA					FYTD:	$12,246.75
LUMLEY, ROBERT C.	9255	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
MALCOLM SMITH MOTORCYCLES, INC.	9211	05/06/2013	100056800	PURCHASE OF NEW BOOTS FOR MOTOR OFFICERS		$351.00
Remit to: RIVERSIDE, CA					FYTD:	$36,824.15
MALCOLM SMITH MOTORCYCLES, INC.	9433	05/28/2013	100059811	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		$1,125.94
Remit to: RIVERSIDE, CA					FYTD:	$36,824.15
MARCH JOINT POWERS AUTHORITY	217095	05/06/2013	0027443	GAS CHARGES-BLDG 823-MAR13		$6.85
			0027447	GAS CHARGES-BLDG 938-MAR13		
Remit to: RIVERSIDE, CA					FYTD:	$70.62
MARIA DIAZ	217154	05/06/2013	R13-061315	AS REFUND-RAB DEP, LIC 1 SN		$35.00
Remit to: MORENO VALLEY, CA					FYTD:	$35.00
MARIA DIAZ	217319	05/20/2013	R13-061315	AS REFUND-ADOPTION,VACCINES		$51.00
Remit to: MORENO VALLEY, CA					FYTD:	$51.00
MARIA TORRES	217170	05/06/2013	1029491	REFUND FOR RENTAL DEPOSIT		$300.00
Remit to: MORENO VALLEY, CA					FYTD:	$300.00
MARILYN KOSTRY	217160	05/06/2013	R13-061287	AS REFUND-PD FOR 3YR LIC, REF 2YR		$18.00
Remit to: MORENO VALLEY, CA					FYTD:	$18.00
MARINA LANDSCAPE, INC	9212	05/06/2013	8216031301	LANDSCAPE MAINT-ZONE E-1/E-1A-ADDL WORK-MAR13		$234.21

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: ANAHEIM, CA					FYTD:	$86,665.30
MARINA LANDSCAPE, INC	9434	05/28/2013	8216041301	LANDSCAPE LIGHTING MAINT-TOWNGATE-ADDL WORK		$5,929.44
			8216041300	LANDSCAPE MAINT-ZONE E-1/E-1A-APR13		
Remit to: ANAHEIM, CA					FYTD:	$86,665.30
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	9435	05/28/2013	59505	LANDSCAPE MAINT-ZONE DSG-2 ADDL WORK-APR13		$17,887.01
			59059	LANDSCAPE MAINT-DSG 2 AREAS-ADDL WORK-FEB13		
			59494	LANDSCAPE MAINT-ZONE DSG-2 BASE-APR13		
Remit to: IRWINDALE, CA					FYTD:	$149,636.99
MARK AURE	217216	05/13/2013	R13-058628	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
MARK SPRUNT	217328	05/20/2013	1038861	REFUND FOR TOWNGATE DEPOSIT		$200.00
Remit to: MORENO VALLEY, CA					FYTD:	$200.00
Marnie Moore	217231	05/13/2013	495583	REFUND DEPOSIT - SENIOR CENTER		$300.00
Remit to: MORENO VALLEY, CA					FYTD:	$300.00
MARTHA ORTEGA	217439	05/28/2013	R13-061232	AS REFUND-ADOPTION,VACCINES,MICROCHIP		$57.00
Remit to: RIVERSIDE, CA					FYTD:	$57.00
MARTHA A. CHAVIRA	217336	05/20/2013	MV4111007005	REFUND-CITATION OVERPAYMENT		$57.00
Remit to: MORENO VALLEY, CA					FYTD:	$57.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
MARY L. BUTLER	217335	05/20/2013	MV2110729005	REFUND-CITATION OVERPAYMENT		$100.00
Remit to: MORENO VALLEY, CA					FYTD:	$100.00
MATHIS, NOLAN	9256	05/06/2013	130501	MAR '13, PD MAY '13		$298.20
Remit to: JACKSON, KY					FYTD:	$2,853.20
MATICH CORPORATION	217282	05/20/2013	157127	ASPHALTIC MATERIALS		$12,335.00
Remit to: HIGHLAND, CA					FYTD:	$59,894.88
MAXIMUS CONSULTING SERVICES, INC.	217192	05/13/2013	001	DEVELOPMENT OF FY 12/13 CAP/ICRP		$17,250.00
Remit to: RANCHO CORDOVA, CA					FYTD:	$17,250.00
MAXINOSKI, SUE A.	9257	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: AVINGER, TX					FYTD:	$3,187.30
MEEKS, DANIEL	9213	05/06/2013	042113 / 042813	SPORTS OFFICIATING SERVICES		$100.00
Remit to: PERRIS, CA					FYTD:	$1,420.00
MEGAN CONATSER	217318	05/20/2013	R13-060610	AS REFUND-SPAY/NEUTER DEPOSIT		$75.00
Remit to: MORENO VALLEY, CA					FYTD:	$75.00
MELAD & ASSOCIATES, INC	217257	05/13/2013	MV13-001	PLAN CHECK SVCS-B&S		$765.00
Remit to: HUNTINGTON BEACH, CA					FYTD:	$8,367.39
MENGISTU, YESHIALEM	217417	05/28/2013	APR-13 MILEAGE	MILEAGE REIMBURSEMENT		$167.81
Remit to: MORENO VALLEY, CA					FYTD:	$1,475.29

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
MERCHANTS LANDSCAPE SERVICES INC	9315	05/13/2013	39665	LANDSCAPE MAINT-ZONE E3 & E3A-MAR13		$11,573.86
			39716	LANDSCAPE MAINT-ZONE E3-ADDL WORK-MAR13		
Remit to: Santa Ana, CA					FYTD:	$213,644.13
MERCHANTS LANDSCAPE SERVICES INC	9436	05/28/2013	39885	LANDSCAPE MAINT-ZONE E3 & E3A-APR13		$21,732.52
			39884	LANDSCAPE MAINT-ZONE E8,E12,E14 & E15-APR13		
			40076	LANDSCAPE MAINT-ZONE E3-ADDL WORK-APR13		
			40022	LANDSCAPE MAINT-ZONE E8-ADDL WORK		
Remit to: Santa Ana, CA					FYTD:	$213,644.13
MESSIN, LOUIS	9258	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: BULLHEAD CITY, AZ					FYTD:	$3,187.30
MEYERS, NAVE, RIBACK, SILVER & WILSON	217096	05/06/2013	2013030736	LEGAL SVCS-MAR13		$7,190.93
Remit to: OAKLAND, CA					FYTD:	$125,860.62
MEYERS, NAVE, RIBACK, SILVER & WILSON	217375	05/28/2013	2013040610	LEGAL SVCS-APR13		$24,240.58
			2013040609	LEGAL SVCS-MARCH JPA		
			2013040608	LEGAL SVCS-GENERAL ATTY SVCS		
Remit to: OAKLAND, CA					FYTD:	$125,860.62
MEYERS, ROBERT	217147	05/06/2013	APR-2013	INSTRUCTOR SVCS-DRAWING FOR KIDS & PHOTOGRAPHY CLASSES		$336.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$1,626.60
MICHELE MCKAY	217162	05/06/2013	R12-056949	AS REFUND-RAB/SN DEP FR FORFEIT ACCT		$95.00
Remit to: ORANGE, CA					FYTD:	$95.00
MICHELLE GOMEZ	217320	05/20/2013	R13-061623	AS REFUND-CAT ADOPTION,VACS,CHIP		$46.00
Remit to: MORENO VALLEY, CA					FYTD:	$46.00
MICHELLE COOK	217337	05/20/2013	MV2120911035	REFUND-DISMISSED CITATION		$115.00
Remit to: PERRIS, CA					FYTD:	$115.00
Mikell Phillips	217238	05/13/2013	493985	REFUND SHELTER LESS 20%		$92.00
Remit to: MORENO VALLEY, CA					FYTD:	$92.00
MILES, ROBERT	9259	05/06/2013	130501	RETIREE MEDICAL MAY '13		$146.32
Remit to: MORENO VALLEY, CA					FYTD:	$1,861.55
MINARD, MARK E.	9260	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: REDLANDS, CA					FYTD:	$3,187.30
MIREYA GALVAN	217155	05/06/2013	1036474	REFUNDS FOR RENTALS		$200.00
Remit to: MORENO VALLEY, CA					FYTD:	$200.00
MISTRETTA, ARTHUR	9456	05/28/2013	050913	SPORTS OFFICIATING SERVICES-SOFTBALL		$60.00
Remit to: MORENO VALLEY, CA					FYTD:	$900.00
MODERN IMAGE	217435	05/28/2013	BL#04468-YR2013	REFUND OF OVERPAYMENT FOR BL#04468		$60.45

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$60.45
MOLLICA, MIKE	9261	05/06/2013	130501	RETIREE MEDICAL MAY '13		$401.42
Remit to: DUNNELLON, FL					FYTD:	$4,014.20
MONOPRICE, INC.	217376	05/28/2013	8274244	CABLING FOR EOC SURVEILLANCE SYSTEM		$2,570.42
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$2,570.42
MONTGOMERY PLUMBING INC	217097	05/06/2013	041513	PLUMBING SVCS-FS#48		$127.50
Remit to: MORENO VALLEY, CA					FYTD:	$15,323.75
MONTGOMERY PLUMBING INC	217377	05/28/2013	051413	PLUMBING SVCS-CITY HALL		$2,482.50
			042613	PLUBMING SVCS-CRC LADIES SHOWER ROOM		
			051013	PLUMBING SVCS-ANIMAL SHELTER		
			051313	PLUMBING SVCS-PSB GARBAGE DISPOSAL		
Remit to: MORENO VALLEY, CA					FYTD:	$15,323.75
MONTGOMERY, BRIDGETTE	217306	05/20/2013	5/1/13 MILEAGE	MILEAGE REIMBURSEMENT - HEALTH CARE REFORM SEMINAR		$39.55
Remit to: YUCAIPA, CA					FYTD:	$39.55
MORA, PATRICIA A.	9262	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
MORENO VALLEY CHAMBER OF COMMERCE	217307	05/20/2013	3691	WAKE-UP MEETING ATTENDANCE-4/24/13		$60.00
Remit to: MORENO VALLEY, CA					FYTD:	$20,570.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
MORENO VALLEY CITY EMPLOYEES ASSOC.	9294	05/03/2013	2013-00000045	8710 - MVCEA EMPLOYEE DUES*		$1,376.00
Remit to: MORENO VALLEY, CA					FYTD:	$33,447.00
MORENO VALLEY CITY EMPLOYEES ASSOC.	9404	05/16/2013	2013-00000077	8710 - MVCEA EMPLOYEE DUES*		$1,371.50
Remit to: MORENO VALLEY, CA					FYTD:	$33,447.00
MORENO VALLEY CITY EMPLOYEES ASSOC.	9463	05/31/2013	2013-00000102	8710 - MVCEA EMPLOYEE DUES*		$1,369.00
Remit to: MORENO VALLEY, CA					FYTD:	$33,447.00
MORENO VALLEY GATEWAY, LLC	9316	05/13/2013	2170	LEASE-T/S ANNEX-MAY13		$17,142.59
			2169	LEASE-FACILITIES ANNEX-MAY13		
			2168	LEASE-SUITES 5-9/ESA ANNEX-MAY13		
Remit to: SAN JUAN CAPISTRANO, CA					FYTD:	$188,568.49
MORENO VALLEY GATEWAY, LLC	9437	05/28/2013	2172	LEASE-T/S ANNEX-JUNE13		$17,142.59
			2171	LEASE-FACILITIES ANNEX-JUNE13		
			2173	LEASE-SUITES 5-9/ESA ANNEX-JUN13		
Remit to: SAN JUAN CAPISTRANO, CA					FYTD:	$188,568.49
MORENO VALLEY HISPANIC CHAMBER OF COMMER	217418	05/28/2013	05132013	ADELANTE MEETINGS-2/5/13 & 3/5/13		$80.00
			5/7/13 ADELANTE	ADELANTE MEETING ATTENDANCE		
Remit to: MORENO VALLEY, CA					FYTD:	$7,040.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
MORENO VALLEY HISPANIC CHAMBER OF COMMERCE	217436	05/28/2013	RCT#328754	REFUND-RENTAL DEPOSIT-MOBILE STAGE UNIT	$100.00
Remit to: MORE, CA				FYTD:	$100.00
MORENO VALLEY UTILITY	217378	05/28/2013	7013411-01/APR13	ELECTRICITY-UTILITY FIELD OFFICE	$99.05
Remit to: HEMET, CA				FYTD:	$718,121.58
MORENO, MARIO	217308	05/20/2013	5/28-5/30/13	TRAVEL PER DIEM-TRAINING/SOUTHERN CA. GANG CONFERENCE	$150.00
Remit to: MORENO VALLEY, CA				FYTD:	$275.00
MORGAN, LISA A.	9263	05/06/2013	130501	RETIREE MEDICAL MAY '13	$318.73
Remit to: MENTONE, CA				FYTD:	$3,187.30
MR. CLEAN MAINTENANCE SYSTEMS	217260	05/13/2013	9952	WOODFLOOR SAND AND FINISH-CRC DANCE ROOM FLOOR	$5,400.00
Remit to: COLTON, CA				FYTD:	$7,006.00
MTGL, INC	217262	05/13/2013	0044051	CONSULTING SERVICES, GEOTECHNICAL - CITYWIDE PAVEMENT RESURFACIN	$17,615.00
			0044050	CONSULTING SERVICES, GEOTECHNICAL - ALESSANDRO IMPROVEMENT	
			0043098	CONSULTING SERVICES, GEOTECHNICAL - SUNNYMEAD RANCH PARKWAY	
			0043099	CONSULTING SERVICES, GEOTECHNICAL - ALESSANDRO IIMPROVEMENT	
Remit to: ANAHEIM, CA				FYTD:	$17,615.00
MUSICSTAR	217309	05/20/2013	MAY-2013	INSTRUCTOR SVCS-GUITAR, MUSICSTAR KIDZ, & PIANO FOR KIDS CLASSES	$853.20

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$7,183.80
NATIONWIDE RETIREMENT SOLUTIONS CP	9296	05/03/2013	2013-00000048	8020 - DEF COMP PST - NATIONWIDE		$2,852.30
Remit to: COLUMBUS, OH					FYTD:	$675,276.51
NATIONWIDE RETIREMENT SOLUTIONS CP	9402	05/16/2013	2013-00000075	8020 - DEF COMP PST - NATIONWIDE*		$2,543.67
Remit to: COLUMBUS, OH					FYTD:	$675,276.51
NATIONWIDE RETIREMENT SOLUTIONS CP	9464	05/31/2013	2013-00000103	8020 - DEF COMP PST - NATIONWIDE*		$2,688.56
Remit to: COLUMBUS, OH					FYTD:	$675,276.51
NATIONWIDE RETIREMENT SOLUTIONS CP	9466	05/31/2013	2013-00000105	8210 - 401(A) 3% DM - NATIONWIDE*		$1,321.58
Remit to: COLUMBUS, OH					FYTD:	$675,276.51
NAVARRETTE, RALPH	9264	05/06/2013	130501	RETIREE MEDICAL MAY '13		$146.32
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$1,861.55
NEIGHBORHOOD SMOKE	217232	05/13/2013	BL#23064-YR2013	REFUND OF OVERPAYMENT FOR B/L #23064		$97.95
Remit to: MORENO VALLEY, CA					FYTD:	$97.95
NELSON, MICHELE	217210	05/13/2013	5/13-5/24/13	TRAVEL PER DIEM-ICE HOMICIDE & DEATH INVESTIGATION TRNG COURSE		$400.00
Remit to: MORENO VALLEY, CA					FYTD:	$650.00
NELSON, ROBERT	9265	05/06/2013	130501	RETIREE MEDICAL MAY '13		$255.43

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: ONTARIO, CA					FYTD:	$2,879.30
NELSON, RUTH L.	9266	05/06/2013	130501	RETIREE MEDICAL MAY '13		$173.37
Remit to: PERRIS, CA					FYTD:	$1,695.90
NEUSTAEDTER, CRAIG S	217130	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: IRVINE, CA					FYTD:	$3,187.30
NEW HORIZON MOBILE HOME PARK	9438	05/28/2013	MARCH 2013 a	REFUND UTILITY USER TAXES FOR EXEMPT RESIDENTS		$12.36
Remit to: LOS ANGELES, CA					FYTD:	$109.39
NEW WORLD SYSTEMS, CORP	9214	05/06/2013	027288	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT		$4,527.93
			027240	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT		
			027461	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT		
Remit to: TROY, MI					FYTD:	$221,972.71
NEW WORLD SYSTEMS, CORP	9317	05/13/2013	027605	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT		$2,198.84
			027537	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT		
Remit to: TROY, MI					FYTD:	$221,972.71
NEW WORLD SYSTEMS, CORP	9439	05/28/2013	027906	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT		$1,385.60
Remit to: TROY, MI					FYTD:	$221,972.71
NEXUS IS, INC.	9382	05/20/2013	JC627950	CISCO SWITCHES FOR ANNEX 1		$14,490.83
Remit to: VALENCIA, CA					FYTD:	$97,802.52

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City of Moreno Valley

Payment Register

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
NGUYEN, QUANG	9383	05/20/2013	MAR-APR 2013	MILEAGE REIMBURSEMENT		$87.01
Remit to: AZUSA, CA					FYTD:	$641.54
NIEBURGER, JUDITH A.	217131	05/06/2013	130501	RETIREE MEDICAL MAY '13		$401.42
Remit to: MORENO VALLEY, CA					FYTD:	$4,014.20
NINYO & MOORE GEOTECHNICAL	9440	05/28/2013	172493	CONSULTING SEVICES, GEOTECHNICAL - SR-60/MB PH I		$20,885.75
Remit to: SAN DIEGO, CA					FYTD:	$107,902.25
NORMAN A. TRAUB ASSOCIATES	9318	05/13/2013	13036SR.1	INVESTIGATION SERVICES		$503.55
Remit to: YORBA LINDA, CA					FYTD:	$22,221.30
OAKLEY SALES CORP	217379	05/28/2013	724056390	SAFETY EYE WEAR FOR PD MOTOR OFFICER		$82.58
Remit to: LOS ANGELES, CA					FYTD:	$1,468.31
OASIS COMMUNITY CHURCH	217323	05/20/2013	P10-020	RELEASE OF GRADING AND EROSION CONTROL DEPOSIT		$7,900.00
Remit to: MORENO VALLEY, CA					FYTD:	$7,900.00
OLEG REUT	217326	05/20/2013	PA13-0010	80% REFUND FOR WITHDRAWN PLANNING APPLICATION		$2,428.80
Remit to: TARZANA, CA					FYTD:	$2,428.80
OPTUS, INC	217284	05/20/2013	TQI191265	NEC IP SIP D-TERM TELEPHONES		$3,900.96
Remit to: JONESBORO, AZ					FYTD:	$43,660.71
ORIGINAL SUNNYMEAD BURGERS	217235	05/13/2013	BL#17890-YR2013	REFUND OF OVERPAYMENT FOR B/L #17890		$92.00
Remit to: MORENO VALLEY, CA					FYTD:	$92.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
ORROCK, POPKA, FORTINO & BRISLIN	9319	05/13/2013	90-035Z STMT 6	LEGAL DEFENSE COSTS - V. GOODWIN		$72.00
Remit to: RIVERSIDE, CA					FYTD:	$16,243.13
ORROCK, POPKA, FORTINO & BRISLIN	9384	05/20/2013	90-035M STMT 5	LEGAL DEFENSE COSTS - V. GOODWIN		$1,692.00
			90-036M STMT 1	LEGAL DEFENSE COSTS - P. O'DANE CLAIM		
			90-036M STMT 2	LEGAL DEFENSE COSTS - P. O'DANE CLAIM		
Remit to: RIVERSIDE, CA					FYTD:	$16,243.13
PACIFIC SAFETY CENTER	9320	05/13/2013	69482	CONFINED SPACE TRAINING CLASS - 12/6/12		$1,950.00
Remit to: SAN DIEGO, CA					FYTD:	$1,950.00
PACIFIC TELEMANAGEMENT SERVICES	9321	05/13/2013	523833	PAYPHONE SERVICES		$313.20
			523833 a	PAYPHONE SERVICES		
Remit to: SAN RAMON, CA					FYTD:	$3,507.84
PAINTING BY ZEB BODE	9322	05/13/2013	132804	PAINTING OF ABOVE GROUND FUEL STORAGE TANKS-FIRE ST.# 2, 48 & 91		$2,600.00
Remit to: NORCO, CA					FYTD:	$45,663.00
PARADIGM ENERGY CONSULTING	9385	05/20/2013	MVU-04-2013	CONSULTING SERVICES RE: MV UTILITY 10-YR RESOURCE PLAN		$1,400.00
Remit to: SACRAMENTO, CA					FYTD:	$17,200.00
PATTERSON, ALFREY	217132	05/06/2013	130501	RETIREE MEDICAL MAY '13		$146.32
Remit to: MORENO VALLEY, CA					FYTD:	$1,861.55

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
PEDLEY SQUARE VETERINARY CLINIC	9442	05/28/2013	MAR-2013	VETERINARY SERVICES FOR MV ANIMAL SHELTER		$9,593.00
Remit to: RIVERSIDE, CA					FYTD:	$67,278.25
PERRY, NORMA	9267	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: LOCKEFORD, CA					FYTD:	$3,187.30
PERS LONG TERM CARE PROGRAM	217098	05/06/2013	2013-00000054	4720 - PERS LONG TERM CARE		$458.63
Remit to: PASADENA, CA					FYTD:	$10,548.49
PERS LONG TERM CARE PROGRAM	217285	05/20/2013	2013-00000084	4720 - PERS LONG TERM CARE		$458.63
Remit to: PASADENA, CA					FYTD:	$10,548.49
PERS RETIREMENT	9362	05/07/2013	P130412b	PERS RETIREMENT CLASSIC		$465.72
Remit to: SACRAMENTO, CA					FYTD:	$5,596,057.52
PERS RETIREMENT	9407	05/10/2013	P130426a	PERS RETIREMENT - CLASSIC		$9,014.19
Remit to: SACRAMENTO, CA					FYTD:	$5,596,057.52
PERS RETIREMENT	9408	05/10/2013	P130426b	PERS RETIREMENT - PEPRA		$1,623.15
Remit to: SACRAMENTO, CA					FYTD:	$5,596,057.52
PIP PRINTING	9443	05/28/2013	53691	POSTCARD PRINTING WITH MAILING SERVICES		$3,301.21
Remit to: MORENO VALLEY, CA					FYTD:	$10,449.25
POUNDS, NANCY	9268	05/06/2013	130501	APR '13, PD MAY '13		$318.73

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: BOISE, ID					FYTD:	$2,868.57
PRETZELMAKER	217239	05/13/2013	BL#22776-YR2013	REFUND OF OVERPAYMENT FOR B/L #22776		$80.28
Remit to: MORENO VALLEY, CA					FYTD:	$80.28
PRICE, GEORGE E.	9269	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
PROFESSIONAL COMMUNICATIONS NETWORK PCN	217380	05/28/2013	130500452	LIVE ANSWERING SERVICE FOR TOW PROGRAM		$1,063.45
			130400445	LIVE ANSWERING SERVICE FOR TOW PROGRAM		
Remit to: RIVERSIDE, CA					FYTD:	$6,024.45
PULLIAM, TRENT D.	9270	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MISSION VIEJO, CA					FYTD:	$3,187.30
PYRO SPECTACULARS, INC.	217383	05/28/2013	50271	DEPOSIT FOR JULY 4, 2013 FIREWORKS DISPLAY		$15,000.00
Remit to: RIALTO, CA					FYTD:	$30,000.00
QUALITY BOOKS, INC.	217099	05/06/2013	169284	CHILDREN'S ENGLISH LANGUAGE SRP BOOKS FOR LIBRARY		$631.46
			169285	CHILDREN'S SPANISH LANGUAGE SRP BOOKS FOR LIBRARY		
Remit to: OREGON, IL					FYTD:	$631.46
QUALITY CODE PUBLISHING, LLC	9323	05/13/2013	2013-152	SUPPLEMENT SERVICE TO THE MV MUNICIPAL CODE		$1,604.32
Remit to: SEATTLE, WA					FYTD:	$4,720.95
RAINBOW BOOK COMPANY	217100	05/06/2013	0101878	ENGLISH LANGUAGE CHILDREN'S BOOKS FOR LIBRARY		$2,946.41

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
RAINBOW BOOK COMPANY	217100	05/06/2013	0101879	SPANISH LANGUAGE CHILDREN'S BOOKS FOR LIBRARY		$2,946.41
Remit to: LAKE ZURICH, IL					FYTD:	$2,946.41
RAQUEL CERVANTES	217220	05/13/2013	R13-059476	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
RASMUSSEN BROTHERS CONSTRUCTION	217286	05/20/2013	MVPD MR 3 Ret	CONSTRUCTION CONTRACT - MVPD MONITOR ROOM		$10,200.05
			MVPD 4 Retention	CONSTRUCTION CONTRACT - MVPD TRAFFIC DIV. OFFICE		
Remit to: FALLBROOK, CA					FYTD:	$251,330.57
RAY VASQUES CERAMIC TILE CONTRACTOR	217441	05/28/2013	BL#15242-YR2013	REFUND OF OVERPAYMENT FOR BL#15242		$54.00
Remit to: MORENO VALLEY, CA					FYTD:	$54.00
RAY-RAMIREZ, DARCY L.	217133	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: RIVERSIDE, CA					FYTD:	$3,187.30
RAYS BARBER & BEAUTY SALON	217325	05/20/2013	BL#05552-YR2013	REFUND OF OVERPAYMENT FOR BL#05552		$60.50
Remit to: MORENO VALLEY, CA					FYTD:	$60.50
RBF CONSULTING, INC.	9444	05/28/2013	847504	CONSULTING SVCS-IS/MND FOR ALESSANDRO BLVD CORRIDOR IMPLEMENTAT.		$6,158.50
			842612	CONSULTING SERVICES, ENGINEERING - CACTUS/NASON		
Remit to: IRVINE, CA					FYTD:	$90,536.38
RDO EQUIPMENT CO, INC	217101	05/06/2013	P51472	FRONT DIFFERENTIAL ASSEMBLY & PLUG FOR BACKHOE		$8,598.28

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$8,598.28
REEIS CA, INC	217442	05/28/2013	BL#26211-YR2013	REFUND OF OVERPAYMENT FOR BL#26211		$73.74
Remit to: RIVERSIDE, CA					FYTD:	$73.74
Regina Yanez	217255	05/13/2013	493872	REFUND PICNIC SHELTER		$37.00
Remit to: MORENO VALLEY, CA					FYTD:	$37.00
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	9325	05/13/2013	10961174	LINEN RENTAL FOR CRC		$25.00
Remit to: LOS ANGELES, CA					FYTD:	$1,670.43
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	9386	05/20/2013	10892047	LINEN RENTAL FOR CRC		$260.82
			10967913	LINEN RENTAL FOR CRC		
			S220571	LINENS FOR SPECIAL EVENTS AT CRC		
			10898400	LINEN RENTAL FOR CRC		
			10973878	LINEN RENTAL FOR CRC		
			S197511	LINENS FOR SPECIAL EVENTS AT CRC		
			10809921	LINEN RENTAL FOR CRC		
			10879365	LINEN RENTAL FOR CRC		
			10854952	LINEN RENTAL FOR CRC		
Remit to: LOS ANGELES, CA					FYTD:	$1,670.43
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	9445	05/28/2013	10979822	LINEN RENTAL FOR CRC		$89.00
			S224315	LINENS FOR SPECIAL EVENTS AT CRC		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
Remit to: LOS ANGELES, CA				FYTD:	$1,670.43
RHA LANDSCAPE ARCHITECTS-PLANNERS	217385	05/28/2013	0413024	SHADOW MOUNTAIN PARK RAMP MODIFICATION DESIGN SERVICES	$1,600.00
Remit to: RIVERSIDE, CA				FYTD:	$3,430.00
RICHARD DIXON	217310	05/20/2013	5/28-5/30/13	TRAVEL PER DIEM-TRAINING/SOUTHERN CA. GANG CONFERENCE	$150.00
Remit to: MORENO VALLEY, CA				FYTD:	$325.00
RICHARD YOUNG	217313	05/20/2013	304	GOLD RUSH COUNTRY BAND-5/31/13 CONCERT AT TOWNGATE PARK	$1,500.00
Remit to: LOS ANGELES, CA				FYTD:	$1,500.00
RICK HARTMANN	217125	05/06/2013	130501	RETIREE MEDICAL MAY '13	$318.73
Remit to: SAN DIMAS, CA				FYTD:	$2,549.84
RIGHTWAY SITE SERVICES, INC.	217287	05/20/2013	723368	PORTABLE RESTROOM-COTTONWOOD GOLF COURSE	$476.34
			723458	PORTABLE TOILET ON WHEELS/SERVICE FOR M&O DIV.	
			723369	PORTABLE RESTROOMS-EQUESTRIAN CENTER	
Remit to: LAKE ELSINORE, CA				FYTD:	$5,672.51
RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT)	217102	05/06/2013	9990023000-1303	800-MHZ RADIO MONTHLY LEASE	$189.90
Remit to: RIVERSIDE, CA				FYTD:	$23,680.07
RIVERSIDE COUNTY SHERIFF CIVIL DIVISION-WEST	217103	05/06/2013	2013-00000055	1015 - GARNISHMENT - CREDITOR %	$158.43

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$6,035.82
RIVERSIDE COUNTY SHERIFF CIVIL DIVISION-WEST	217288	05/20/2013	2013-00000085	1015 - GARNISHMENT - CREDITOR %		$156.56
Remit to: RIVERSIDE, CA					FYTD:	$6,035.82
RLZ ENGINEERING	9216	05/06/2013	413	CONSULTING SERVICES, ENGINEERING		$5,812.50
Remit to: CORONA, CA					FYTD:	$5,812.50
RODERICK AND ASSOCIATES PROPERTY MANAGEMENT	217240	05/13/2013	BL#16760-YR2013	REFUND OF OVERPAYMENT FOR B/L #16760		$74.26
Remit to: MORENO VALLEY, CA					FYTD:	$74.26
ROGERS, EUGENE	9271	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: PEBBLE BEACH, CA					FYTD:	$3,187.30
RONALD GONZALES	217224	05/13/2013	R13-061316	AS REFUND-TRAP DEPOSIT		$50.00
Remit to: RIVERSIDE, CA					FYTD:	$50.00
ROSA ORELLANA	217165	05/06/2013	1036469	REFUNDS FOR RENTALS		$200.00
Remit to: MORENO VALLEY, CA					FYTD:	$200.00
ROSE GONZALEZ	217341	05/20/2013	MV3130314005	REFUND-CITATION OVERPAYMENT		$57.50
Remit to: OXNARD, CA					FYTD:	$57.50
ROSS, DAVID T.	9272	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
ROSSON, LOUIS A.	9341	05/13/2013	130501A	MAY '13 RETIREE MED REIMBURSEMENT		$269.87
			130501	MAY '13 RETIREE MED REIMBURSEMENT		
Remit to: PERRIS, CA					FYTD:	$2,749.84
ROTO-ROOTER PLUMBERS	9326	05/13/2013	IE242258	PLUMBING REPAIR-MAIN LINE CLEARED AT WESTON PARK		$205.00
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$929.23
ROTO-ROOTER PLUMBERS	9387	05/20/2013	IE242267	PLUMBING REPAIR-2" LINES CLEARED AT MORRISON PARK		$160.87
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$929.23
RUDY MOLINA	217163	05/06/2013	1036422	REFUNDS FOR RENTALS		$750.00
Remit to: MORENO VALLEY, CA					FYTD:	$750.00
RUSSO, JOHN	9273	05/06/2013	130501	RETIREE MEDICAL MAY '13		$146.32
Remit to: RANCHO MIRAGE, CA					FYTD:	$1,861.55
RUTH CASALES	217153	05/06/2013	R12-056984	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
SA ASSOCIATES	9217	05/06/2013	79	CONSULTING SERVICES, ENGINEERING		$4,350.00
Remit to: ARCADIA, CA					FYTD:	$107,775.00
SABRE LIGHTING AND SIGNS	217193	05/13/2013	5231	VINYL LETTERING FOR VARIOUS DOOR SIGNAGE AT ANNEX 1		$130.00
Remit to: MORENO VALLEY, CA					FYTD:	$6,578.70
SABRE LIGHTING AND SIGNS	217289	05/20/2013	5230	MV ELECTRIC UTILITY SIGN FOR NEW BLDG.-LETTERS, LOGO & INSTALL		$1,147.91

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$6,578.70
SAFEWAY SIGN CO.	9388	05/20/2013	93686	TRAFFIC SIGNS, POSTS, HARDWARE		$267.30
Remit to: ADELANTO, CA					FYTD:	$20,141.63
Sanath Siriwardena	217245	05/13/2013	493950	REFUND GUITAR CLASS CANCELLED		$61.00
Remit to: MORENO VALLEY, CA					FYTD:	$61.00
SANDRA THER	217445	05/28/2013	R13-059258	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY , CA					FYTD:	$20.00
SANDRA JO GIL	217340	05/20/2013	MV4130325015	REFUND-CITATION OVERPAYMENT		$57.50
Remit to: MORENO VALLEY, CA					FYTD:	$57.50
SARAH HAYES	217158	05/06/2013	1034817	REFUND FOR TOWNGATE DEPOSIT		$200.00
Remit to: MORENO VALLEY, CA					FYTD:	$200.00
SARAH ORTIZ	217324	05/20/2013	R13-061851	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: MENIFEE, CA					FYTD:	$20.00
SCHIEFELBEIN, LORI C.	217134	05/06/2013	130501	APR '13, PD MAY '13		$318.73
Remit to: BULLHEAD CITY, AZ					FYTD:	$16,552.30
SCHIEFELBEIN, LORI C.	217386	05/28/2013	APR 2013	CONSULTANT SVCS-ROTATIONAL TOW PROGRAM		$1,058.75
Remit to: BULLHEAD CITY, AZ					FYTD:	$16,552.30
SCHUMAN, MICHAEL	9274	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$3,187.30
SCMAF - INLAND VALLEY	217104	05/06/2013	2013-7	YOUTH BASKETBALL ENTRY FEES		$525.00
Remit to: EL MONTE, CA					FYTD:	$790.00
SCMAF - INLAND VALLEY	217194	05/13/2013	1355	2013 YOUTH BASKETBALL FINALS FEES		$125.00
Remit to: EL MONTE, CA					FYTD:	$790.00
SECTRAN SECURITY, INC	217290	05/20/2013	13050632 - ENT	ARMORED TRANSPORT SERVICES-MV UTILITY		$477.00
			13050632 - CH	ARMORED TRANSPORT SERVICES-CITY HALL		
			13050632 - PR	ARMORED TRANSPORT SERVICES-PARKS & COMM. SVCS		
Remit to: LOS ANGELES, CA					FYTD:	$5,247.00
SECURITY AND COMMUNICATIONS CONSULTING	9389	05/20/2013	03113	CONSULTING SVCS-CITYWIDE CAMERA SURVEILLANCE SYSTEM/MAR. 2013		$11,677.60
Remit to: CLOVIS, CA					FYTD:	$62,052.40
SECURITY LOCK & KEY	9327	05/13/2013	25672	LOCK CYLINDER CHANGE & DUPLICATE KEYS		$69.27
Remit to: YUCAIPA, CA					FYTD:	$15,635.04
SECURITY LOCK & KEY	9390	05/20/2013	25900	REPAIR OF LOCK ON FIRE SAFE CABINETS-WO#13-0595		$93.42
Remit to: YUCAIPA, CA					FYTD:	$15,635.04
SHALANA GREY	217156	05/06/2013	R13-060176	AS REFUND-SPAY/NEUTER DEPOSIT		$75.00
Remit to: HAWTHORNE, CA					FYTD:	$75.00
SHARON GREY	217157	05/06/2013	R13-060180	AS REFUND-SPAY/NEUTER DEPOSIT		$75.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$75.00
SHARRETT, SHARON K.	9275	05/06/2013	130501	RETIREE MEDICAL MAY '13		$173.37
Remit to: ONTARIO, CA					FYTD:	$1,695.90
SHAWNA HAMON	217321	05/20/2013	R13-061019	AS REFUND-SPAY/NEUTER DEPOSIT		$75.00
Remit to: RIVERSIDE, CA					FYTD:	$75.00
SHEILA BAGGETT	217334	05/20/2013	MV3130326027	REFUND-CITATION OVERPAYMENT		$18.00
Remit to: MORENO VALLEY, CA					FYTD:	$18.00
SHELDON, STUART H.	217135	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MURRIETA, CA					FYTD:	$3,187.30
SHELL OIL CO.	217387	05/28/2013	065124489305	FUEL PURCHASES-PD MOTORCYCLES		$1,894.50
Remit to: COLUMBUS, OH					FYTD:	$20,413.06
SHERRI MILLIGAN	217434	05/28/2013	1037598	REFUND - CANCELLATION BY CLIENT		$29.60
Remit to: MORENO VALLEY, CA					FYTD:	$29.60
SILICON FORENSICS, INC	217452	05/28/2013	101872	FORENSIC COMPUTER WORKSTATION		$4,638.60
Remit to: POMONA, CA					FYTD:	$4,638.60
SILVERIA GARCIA	217339	05/20/2013	MV99478	REFUND-CITATION OVERPAYMENT		$407.50
Remit to: MORENO VALLEY, CA					FYTD:	$407.50
SKECHERS	217327	05/20/2013	7013669-01/APR13	SOLAR INCENTIVE REBATE		$6,207.65

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$6,207.65
SKY PUBLISHING	217105	05/06/2013	13_3_318	1/2 PAGE SHOP MOVAL ADVERTISEMENT/MAY 2-4 ISSUE		$857.00
Remit to: MORENO VALLEY, CA					FYTD:	$59,519.00
SKY PUBLISHING	217195	05/13/2013	13_3_145	FULL PAGE AD FOR USED OIL FILTER RECYCLING & EXCHANGE EVENT		$2,325.00
			13_3_146	1/2 PAGE AD FOR USED OIL RECYCLING LOCATIONS		
Remit to: MORENO VALLEY, CA					FYTD:	$59,519.00
SKY TRAILS MOBILE VILLAGE	9446	05/28/2013	APRIL 2013	REFUND UTILITY USER TAXES FOR EXEMPT RESIDENTS		$47.40
Remit to: LOS ANGELES, CA					FYTD:	$465.38
SLAGERMAN, SUSAN A.	9276	05/06/2013	130501	MAR' 13, PD MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
SMITH, MARIA A.	9277	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
SOCO GROUP, INC	9218	05/06/2013	692814	FUEL FOR CITY VEHICLES & EQUIPMENT		$15,764.99
			693506	FUEL FOR CITY VEHICLES & EQUIPMENT		
Remit to: PERRIS, CA					FYTD:	$317,670.41
SOSA, HUGO	9457	05/28/2013	MAY-2013	INSTRUCTOR SVCS-TRADITIONAL KARATEDO CLASS		$270.00
Remit to: ELK GROVE, CA					FYTD:	$1,380.00
SOSA, HUGO	217261	05/13/2013	FEB-2013	INSTRUCTOR SVCS-TRADITIONAL KARATEDO CLASS		$420.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
SOSA, HUGO	217261	05/13/2013	MAR-2013	INSTRUCTOR SVCS-TRADITIONAL KARATEDO CLASS		$420.00
			APR-2013	INSTRUCTOR SVCS-TRADITIONAL KARATEDO CLASS		
Remit to: ELK GROVE, CA					FYTD:	$1,380.00
SOUTH COAST AIR QUALITY MGMT DISTRICT	217388	05/28/2013	2595776	AQMD "HOT SPOTS" PROGRAM FEE-JULY 2012 TO JUNE 2013		$116.61
Remit to: DIAMOND BAR, CA					FYTD:	$3,879.54
SOUTH COAST AIR QUALITY MGMT DISTRICT	217421	05/28/2013	FORM 222-B	APPLICATION FOR RULE 222 - BOILER/HEATER		$173.56
Remit to: DIAMOND BAR, CA					FYTD:	$3,879.54
SOUTHBOUND AND COMPANY	217148	05/06/2013	320	SOUTHBOUND AND COMPANY BAND-5/17/13 CONCERT AT TOWNGATE PARK		$1,000.00
Remit to: RIVERSIDE, CA					FYTD:	$1,000.00
SOUTHERN CALIFORNIA EDISON 1	217106	05/06/2013	APR-13 5/6/13	ELECTRICITY		$5,424.75
Remit to: ROSEMEAD, CA					FYTD:	$2,913,589.27
SOUTHERN CALIFORNIA EDISON 1	217196	05/13/2013	APR-13 5/13/13	ELECTRICITY		$19,644.07
Remit to: ROSEMEAD, CA					FYTD:	$2,913,589.27
SOUTHERN CALIFORNIA EDISON 1	217292	05/20/2013	7500265388	RELIABILITY SERVICE-DLAP_SCE_SEES_HV		$216.86
Remit to: ROSEMEAD, CA					FYTD:	$2,913,589.27
SOUTHERN CALIFORNIA EDISON 1	217389	05/28/2013	APR-13 5/28/13	ELECTRICITY		$16,677.87
			MAY-13 5/28/13	ELECTRICITY		

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: ROSEMEAD, CA					FYTD:	$2,913,589.27
SOUTHERN CALIFORNIA GAS CO.	217293	05/20/2013	APR-2013	GAS CHARGES		$4,227.10
Remit to: MONTEREY PARK, CA					FYTD:	$59,146.79
SOUTHERN CALIFORNIA GAS CO.	217390	05/28/2013	17826018594 5/20	GAS CHARGES-ANNEX BLDG 1		$146.19
Remit to: MONTEREY PARK, CA					FYTD:	$59,146.79
SPARKLETTS	217197	05/13/2013	7364551 042313	BOTTLED WATER/SVC-SUNNYMEAD ELEMENTARY "A CHILDS PLACE"		$16.29
Remit to: DALLAS, TX					FYTD:	$1,092.05
SPARKLETTS	217294	05/20/2013	7364596 050213	BOTTLED WATER/SVC-CREEKSIDE ELEMENTARY "A CHILDS PLACE"		$41.14
			7363683 050213	BOTTLED WATER/SVC-ARMADA ELEMENTARY "A CHILDS PLACE"		
Remit to: DALLAS, TX					FYTD:	$1,092.05
SPARKLETTS	217391	05/28/2013	7387294 050713	BOTTLED WATER/SVC-COTTONWOOD GOLF COURSE		$5.00
Remit to: DALLAS, TX					FYTD:	$1,092.05
SPECK, GARY B.	9278	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
SPENCER, MARTHA	9279	05/06/2013	130501	RETIREE MEDICAL MAY '13		$146.32
Remit to: MORENO VALLEY, CA					FYTD:	$1,861.55
SPRINT	9447	05/28/2013	634235346-032	CELLULAR PHONE SVC FOR PD SET		$864.73
			417544340-077	CELLULAR PHONE SVC FOR PD GTF		

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: CAROL STREAM, IL					FYTD:	$8,687.74
SPRINT	217392	05/28/2013	LCI-158580	CELLULAR TECH EXTRACTION & LOCATOR SVCS		$500.00
			LCI-168800	CELLULAR TECH EXTRACTION & LOCATOR SVCS		
			LCI-170343	CELLULAR TECH EXTRACTION & LOCATOR SVCS		
Remit to: KANSAS CITY, MO					FYTD:	$8,687.74
STA STUDENT TRANSPORTATION OF AMERICA	217198	05/13/2013	5433074	BUS SERVICE FOR "A CHILD'S PLACE" FIELD TRIP		$208.69
Remit to: GOLETA, CA					FYTD:	$8,663.89
STANDARD INSURANCE CO	217149	05/06/2013	130501	SUPPLEMENTAL INSURANCE		$1,984.27
Remit to: PORTLAND, OR					FYTD:	$334,248.95
STANLEY CONVERGENT SECURITY SOLUTNS, INC	9328	05/13/2013	9962964	ALARM SYSTEM MONITORING SVCS-FIRE ST. #58		$958.07
			10115460	SECURITY SYSTEM MONITORING-PARKS SNACK BARS		
			10087786	ADDITION TO INTRUSION ALARM SYSTEM AT ANNEX 1 BLDG.		
Remit to: PALATINE, IL					FYTD:	$48,563.98
STANLEY CONVERGENT SECURITY SOLUTNS, INC	9391	05/20/2013	10151655	ANIMAL SHELTER FIRE ALARM ZONE 22 SERVICE/BATTERY REPLACED		$1,181.95
			10074737	ALARM SYSTEM AT CRC-REPLACED 4 BATTERIES & 1 12V-7AMP BATTERY		
Remit to: PALATINE, IL					FYTD:	$48,563.98
STANLEY CONVERGENT SECURITY SOLUTNS, INC	9448	05/28/2013	10103680	SECURITY SYSTEM MONITORING-MORRISON PARK SNACK BAR		$1,990.38

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
STANLEY CONVERGENT SECURITY SOLUTNS, INC	9448	05/28/2013	10105295	ALARM SYSTEM MONITORING SVCS-COTTONWOOD GOLF COURSE	$1,990.38
			10197511	SECURITY SYSTEM MONITORING-SUNNYMEAD/BETHUNE PARKS SNACK BARS	
			10192349	ALARM SYSTEM MONITORING SVCS-EOC	
			10137884	ALARM SYSTEM MONITORING SVCS-CITY HALL	
			10134689	ALARM SYSTEM MONITORING SVCS-LIBRARY	
			9982612	REPAIRS TO MOTION SENSOR-ZONE 9 AT GOLF COURSE WO#12-0251	
			10117154	ALARM SYSTEM MONITORING SVCS-RED MAPLE FOR "A CHILD'S PLACE"	
Remit to: PALATINE, IL				FYTD:	$48,563.98
STARLETTA SUTTON	217443	05/28/2013	CK#2079	REISSUE UNCLAIMED CK#2079 DTD 5/6/09	$170.19
Remit to: ALTADENA, CA				FYTD:	$170.19
STATE BOARD OF EQUALIZATION 1	9411	05/23/2013	043013	SALES & USE TAX FOR THE PERIOD 4/1-4/30/13	$2,713.00
Remit to: SACRAMENTO, CA				FYTD:	$23,529.12
STATE DISBURSEMENT UNIT	9295	05/03/2013	2013-00000047	1005 - GARNISHMENT - CHILD SUPPORT*	$1,882.76
Remit to: WEST SACRAMENTO, CA				FYTD:	$53,004.25
STATE DISBURSEMENT UNIT	9401	05/16/2013	2013-00000074	1005 - GARNISHMENT - CHILD SUPPORT*	$1,940.79
Remit to: WEST SACRAMENTO, CA				FYTD:	$53,004.25
STATE DISBURSEMENT UNIT	9465	05/31/2013	2013-00000104	1005 - GARNISHMENT - CHILD SUPPORT*	$1,964.97

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: WEST SACRAMENTO, CA					FYTD:	$53,004.25
STATE OF CALIFORNIA DEPT. OF JUSTICE	217108	05/06/2013	937971 (PCS)	FINGERPRINTING SVCS-SPORTS VOLUNTEER		$32.00
Remit to: SACRAMENTO, CA					FYTD:	$33,734.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	217109	05/06/2013	953046 (PCS)	FINGERPRINTING SVCS-CONTRACT CLASS INSTRUCTORS		$448.00
			953046 (BL)	FINGERPRINTING SVCS-BUS. LICENSE RELATED		
			953046 (HR)	FINGERPRINTING SVCS-HR DEPT/EMPLOYMENT RELATED		
Remit to: SACRAMENTO, CA					FYTD:	$33,734.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	217110	05/06/2013	958205 (HR)	FINGERPRINTING SVCS-HR DEPT/EMPLOYMENT RELATED		$352.00
			958205 (BL)	FINGERPRINTING SVCS-BUS. LICENSE RELATED		
Remit to: SACRAMENTO, CA					FYTD:	$33,734.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	217295	05/20/2013	958205 (SRTS)	FINGERPRINTING SVCS-SRTS PROGRAM		$96.00
			953046	FINGERPRINTING SVCS-HR DEPT/EMPLOYMENT RELATED		
Remit to: SACRAMENTO, CA					FYTD:	$33,734.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	217296	05/20/2013	963289 (BL)	FINGERPRINTING SVCS-BUS. LICENSE RELATED		$448.00
			963289 (HR)	FINGERPRINTING SVCS-HR DEPT/EMPLOYMENT RELATED		
			963289 (SRTS)	FINGERPRINTING SVCS-SRTS PROGRAM		
Remit to: SACRAMENTO, CA					FYTD:	$33,734.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
STATE OF CALIFORNIA DEPT. OF JUSTICE	217393	05/28/2013	968246	FINGERPRINTING SVCS-PD		$2,706.00
			972156	BLOOD ALCOHOL ANALYSIS FOR PD		
Remit to: SACRAMENTO, CA					FYTD:	$33,734.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	217394	05/28/2013	937971 (SRTS1)	FINGERPRINTING SVCS-SRTS PROGRAM		$64.00
			937971 (HR1)	FINGERPRINTING SVCS-HR DEPT/EMPLOYMENT RELATED		
Remit to: SACRAMENTO, CA					FYTD:	$33,734.00
STEVE CODY	217222	05/13/2013	R13-059487	AS REFUND-SPAY/NEUTER & RABIES DEPOSITS		$95.00
Remit to: WILLIAMS, AZ					FYTD:	$95.00
STEVE SALAIZ	217420	05/28/2013	MAY-2013	INSTRUCTOR SVCS-TAE KWON DO CLASS		$39.00
Remit to: MIRA LOMA, CA					FYTD:	$234.00
STEVEN M DENYES	217411	05/28/2013	303	TOWNGATE PARK CONCERT-HULLABALOO BAND-6/7/13		$900.00
Remit to: DEL MAR, CA					FYTD:	$900.00
STEWART, CLIFFORD	9281	05/06/2013	130501	RETIREE MEDICAL MAY '13		$210.74
Remit to: GLENDALE, AZ					FYTD:	$2,410.90
STK ARCHITECTURE, INC.	9329	05/13/2013	19736	ANNEX 1 REDESIGN & RENOVATION PROJECT SERVICES		$834.04
Remit to: TEMECULA, CA					FYTD:	$219,081.92
STOPANI, PRISCILLA	217311	05/20/2013	REIMBURSEMENT	MILEAGE & PARKING REIMBURSEMENT FOR APPA SPRING CONF.-TRAINING		$172.10

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: CORONA, CA					FYTD:	$172.10
STRADLING, YOCCA, CARLSON & RAUTH	9449	05/28/2013	279768-0031	LEGAL SERVICES		$8,192.40
			279622-0000	LEGAL SERVICES		
			279614-0036	LEGAL SERVICES		
Remit to: NEWPORT BEACH, CA					FYTD:	$103,319.43
STRICKLER ASSOCIATION, THE	9330	05/13/2013	4600	SURPLUS PROPERTY CONSULTING SERVICES		$1,575.00
Remit to: SAN BERNARDINO, CA					FYTD:	$17,054.98
STRICKLER ASSOCIATION, THE	9450	05/28/2013	4700	CONSULTANT SVCS-HABITAT FOR HUMANITY PROJECT		$1,413.75
Remit to: SAN BERNARDINO, CA					FYTD:	$17,054.98
STROM, BONNIE	9283	05/06/2013	130501	VSP MAY '13, PD MAY '13		$30.33
Remit to: COLTON, CA					FYTD:	$30.33
SUZANNE PARRY	217440	05/28/2013	R13-061214	AS REFUND- RABIES DEPOSIT		$20.00
Remit to: MORENO VALLEY, CA					FYTD:	$20.00
SYETA MONROE	217164	05/06/2013	1029093	REFUND PICNIC SHELTER		$64.00
Remit to: MORENO VALLEY, CA					FYTD:	$64.00
SYSCO RIVERSIDE, INC	217246	05/13/2013	BL#26101-YR2013	REFUND OF OVERPAYMENT FOR B/L #26101		$98.31
Remit to: RIVERSIDE, CA					FYTD:	$98.31
TAMI ALTER	217150	05/06/2013	R13-060848	AS REFUND-REF 2 ADOPTIONS		$143.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: SAN JACINTO, CA					FYTD:	$143.00
TARAH MURPHY	217437	05/28/2013	R13-058032	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: LAKE ELSINORE, CA					FYTD:	$20.00
TARAL PATEL	217174	05/06/2013	1030649/1030650	REFUND-READING RASCALS CLASS CANCELLED		$104.87
Remit to: MORENO VALLEY, CA					FYTD:	$104.87
TDI SIGNS	217329	05/20/2013	BL#15502-YR2013	REFUND OF OVERPAYMENT FOR BL#15502		$95.61
Remit to: LONG BEACH, CA					FYTD:	$95.61
THE PENWORTHY COMPANY	9219	05/06/2013	259255	CHILDREN'S SRP BOOKS FOR LIBRARY		$830.38
Remit to: MILWAUKEE, WI					FYTD:	$1,781.53
THE SALVATION ARMY	217169	05/06/2013	1029096	REFURN FOR SPECIAL EVENT		$75.00
Remit to: MORENO VALLEY, CA					FYTD:	$75.00
THERMAL COMBUSTION INNOVATORS	217199	05/13/2013	106609	BIOHAZARD MEDICAL WASTE DISPOSAL SVCS FOR ANIMAL SHELTER		$72.84
Remit to: COLTON, CA					FYTD:	$945.26
THERMAL-COOL INC.	217200	05/13/2013	31701	HARD START KIT FOR AC AT MV EQUESTRIAN CENTER		$121.42
			WO-2066	SERVICE FOR AC AT MV EQUESTRIAN CENTER		
Remit to: RIVERSIDE, CA					FYTD:	$1,967.19
THOMAS MADRIL	217346	05/20/2013	MVP52530	REFUND-CITATION OVERPAYMENT		$13.50
Remit to: RIVERSIDE, CA					FYTD:	$13.50

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
TIJUANA'S TACOS	217247	05/13/2013	BL#24180-YR2013	REFUND OF OVERPAYMENT FOR B/L #24180		$98.12
Remit to: MORENO VALLEY, CA					FYTD:	$98.12
TIOS TACO NO. 3	217248	05/13/2013	BL#06641-YR2013	REFUND OF OVERPAYMENT FOR B/L #06641		$66.95
Remit to: MORENO VALLEY, CA					FYTD:	$66.95
TRANE U.S. INC.	217111	05/06/2013	31904786	CITY HALL-CONTROLS SYSTEM SERVICE AGREEMENT 1946TIS-1 YR.		$4,597.80
Remit to: CITY OF INDUSTRY, CA					FYTD:	$5,075.48
TRICHE, TARA	217312	05/20/2013	MAY-2013	INSTRUCTOR SVCS-DANCE CLASSES		$2,708.40
Remit to: MORENO VALLEY, CA					FYTD:	$24,404.40
TRIPLE T PLUMBING	217447	05/28/2013	BL#19626-YR2013	REFUND OF OVERPAYMENT FOR BL#19626		$96.90
Remit to: MORENO VALLEY, CA					FYTD:	$96.90
TROPICAL PLAZA NURSERY, INC.	9332	05/13/2013	M51807	IRRIGATION REPAIRS-ZONE E-2		$173.04
Remit to: VILLA PARK, CA					FYTD:	$92,063.71
TRUGREEN LANDCARE	9333	05/13/2013	7512718	REMOVE EXISTING CEMENT PAD & INSTALL NEW ONE FOR BACKFLOW CASE		$22,433.06
			7503373	LANDSCAPE MAINT.-ZONE DSG-1		
			7503374	LANDSCAPE MAINT.-ZONE E-16		
			7503372	LANDSCAPE MAINT.-ZONE M		
			7503377	LANDSCAPE MAINT.-ZONE S		
			7503376	LANDSCAPE MAINT.-ZONE E-4 & E-4A		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
TRUGREEN LANDCARE	9333	05/13/2013	7512652	REPLACEMENT OF 1 1/2" RB PLASTIC VALVE, COUPLING, ETC.-TR.#19541	$22,433.06
			7510335	REPLACEMENT OF 1 1/2" RAIN BIRD PLASTIC VALVE-TR. #85	
			7510325	REPLACEMENT OF 1" RAIN BIRD PLASTIC VALVE-TR. #35	
Remit to: RIVERSIDE, CA				FYTD:	$283,009.79
TRUGREEN LANDCARE	9451	05/28/2013	7464882	IRRIGATION SERVICES FOR JAN. 2013-ZONE E-4	$3,549.52
			7513166	IRRIGATION SERVICES FOR APR. 2013-ZONE E-4	
			7498101	INSTALL 6 YDS OF MULCH ON CTR ISLAND ALONG IRIS AVE BY HOSPITAL	
			7482436	IRRIGATION SERVICES FOR FEB. 2013-ZONE E-4	
			7497820	IRRIGATION SERVICES FOR MAR. 2013-ZONE E-4	
Remit to: RIVERSIDE, CA				FYTD:	$283,009.79
TRUST COMPLETE AUTO REPAIR AND TOWING	217330	05/20/2013	BL#22791-YR2013	REFUND OF OVERPAYMENT FOR BL#22791	$71.18
Remit to: HEMET, CA				FYTD:	$71.18
TW TELECOM	217395	05/28/2013	05504952	TELECOM SVCS-LOCAL/LONG DISTANCE CALLS	$3,137.75
			05504952a	INTERNET & DATA SERVICES	
Remit to: DENVER, CO				FYTD:	$35,889.39
U.S. ALL FIRE PROTECTION SYSTEMS CO.	217331	05/20/2013	FP13-0037 CORR.	REFUND OF FIRE INSPECTION & PERMIT FEES-ALBERTOS MEX. FOOD HOOD	$238.00
Remit to: SOUTH EL MONTE, CA				FYTD:	$238.00
U.S. HEALTHWORKS MEDICAL GROUP	217298	05/20/2013	2264702-CA	EMPLOYMENT DOT PHYSICAL EXAMS	$130.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: LOS ANGELES, CA					FYTD:	$3,614.26
UNDERGROUND SERVICE ALERT	9392	05/20/2013	420130437 b	DIGALERT TICKETS SUBSCRIPTION SERVICE		$381.00
			420130437 a	DIGALERT TICKETS SUBSCRIPTION SERVICE		
			420130437 c	DIGALERT TICKETS SUBSCRIPTION SERVICE		
			420130437 d	DIGALERT TICKETS SUBSCRIPTION SERVICE		
Remit to: CORONA, CA					FYTD:	$4,471.50
UNITED ROTARY BRUSH CORP	9220	05/06/2013	275032	STREET SWEEPER BROOM KITS/RECONDITIONING & REPAIR PARTS		$3,108.04
			275124	STREET SWEEPER BROOM KITS/RECONDITIONING		
			275173	STREET SWEEPER BROOM KITS/RECONDITIONING		
Remit to: ESCONDIDO, CA					FYTD:	$32,016.16
UNITED ROTARY BRUSH CORP	9393	05/20/2013	275259	STREET SWEEPER BROOM KITS/RECONDITIONING & REPAIR PARTS		$1,144.63
Remit to: ESCONDIDO, CA					FYTD:	$32,016.16
UNITED SITE SERVICES OF CA, INC.	9221	05/06/2013	114-1220619	FENCE RENTAL AT ANIMAL SHELTER		$106.65
Remit to: PHOENIX, AZ					FYTD:	$1,277.80
UNITED SITE SERVICES OF CA, INC.	9335	05/13/2013	114-661202	FENCE RENTAL AT ANIMAL SHELTER		$106.40
Remit to: EL MONTE, CA					FYTD:	$1,277.80
UNITED WAY OF INLAND VALLEYS	217112	05/06/2013	2013-00000056	8720 - UNITED WAY		$261.00

MV00213353

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$8,665.00
UNITED WAY OF INLAND VALLEYS	217299	05/20/2013	2013-00000086	8720 - UNITED WAY		$261.00
Remit to: RIVERSIDE, CA					FYTD:	$8,665.00
UNIVAR USA, INC	217300	05/20/2013	RV568263	AG CHEMICALS FOR CFD #1 PARKS		$873.18
Remit to: LOS ANGELES, CA					FYTD:	$12,038.89
UNIVAR USA, INC	217396	05/28/2013	LA885939	BIRD NETTING MATERIAL FOR CITY YARD CARPORT AREA WO#13-0277		$3,949.65
Remit to: LOS ANGELES, CA					FYTD:	$12,038.89
UNIVERSAL SOCCER	217251	05/13/2013	BL#21232-YR2013	REFUND OF OVERPAYMENT FOR B/L #21232		$75.00
Remit to: MORENO VALLEY , CA					FYTD:	$75.00
URBAN CROSSROADS, INC.	217202	05/13/2013	23885	CONSULTING SERVICES - MV ON CALL TRANSPORTATION FUNDING SUPPORT		$7,632.50
			23936	CONSULTING SERVICES - CACTUS/NASON		
			23803	CONSULTING SERVICES - MV ON CALL TRANSPORTATION FUNDING SUPPORT		
Remit to: IRVINE, CA					FYTD:	$14,557.50
USA MOBILITY/ARCH WIRELESS	9336	05/13/2013	W6218870E	PAGER SERVICE		$34.68
Remit to: SPRINGFIELD, VA					FYTD:	$400.85
VACATE PEST ELIMINATION COMPANY	9337	05/13/2013	40968	PEST CONTROL SERVICE-GOLF COURSE PRO SHOP		$1,440.00
			41237	PEST CONTROL SERVICE-FIRE ST. #65		

MV00213354

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
VACATE PEST ELIMINATION COMPANY	9337	05/13/2013	40970	PEST CONTROL SERVICE-CITY HALL	$1,440.00
			40822	PEST CONTROL SERVICE-FIRE ST. #91	
			40821	PEST CONTROL SERVICE-FIRE ST. #2	
			40820	PEST CONTROL SERVICE-SENIOR CENTER	
			40819	PEST CONTROL SERVICE-FIRE ST. #58	
			40818	PEST CONTROL SERVICE-LIBRARY	
			40776	RODENT CONTROL-AQUEDUCT	
			40978	PEST CONTROL SERVICE-MARCH FIELD BLDG 823	
			40817	PEST CONTROL SERVICE-FIRE ST. #6	
			40815	PEST CONTROL SERVICE-UTILITY FIELD OFFICE	
			41097	RODENT CONTROL-ELECTRIC UTILITY SUBSTATION	
			41096	RODENT CONTROL-AQUEDUCT	
			40777	RODENT CONTROL-ELECTRIC UTILITY SUBSTATION	
			40814	PEST CONTROL SERVICE-FIRE ST. #99	
			41120	PEST CONTROL SERVICE-TRANSP. TRAILER	
			40971	PEST CONTROL SERVICE-CONFERENCE & REC CTR.	
			40973	PEST CONTROL SERVICE-PUBLIC SAFETY BLDG	
			40976	PEST CONTROL SERVICE-ANNEX BLDG 1	
			40974	PEST CONTROL SERVICE-EOC	
			40977	PEST CONTROL SERVICE-ANIMAL SHELTER	
			40979	PEST CONTROL SERVICE-MARCH FIELD PARK COMM. CTR.	
			41118	PEST CONTROL SERVICE-CITY YARD	
			40813	PEST CONTROL SERVICE-TOWNGATE COMM. CTR.	
			40812	PEST CONTROL SERVICE-FIRE ST. #48	

MV00213355

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$17,225.00
VACATE PEST ELIMINATION COMPANY	9452	05/28/2013	41513	BIRD NETTING INSTALLATION-CITY YARD CARPORT AREA WO#13-0277		$3,150.00
Remit to: MORENO VALLEY, CA					FYTD:	$17,225.00
VALLEY PARTY EQUIPMENT RENTALS	217332	05/20/2013	BL#06930-YR2013	REFUND OF OVERPAYMENT FOR BL#06930		$202.04
Remit to: MORENO VALLEY, CA					FYTD:	$202.04
VALOR GROUP PERSONNEL, LLC	217453	05/28/2013	229	EMPLOYMENT PLACEMENT-D. PINSONNEAU, SENIOR ELECTR. ENGINEER-MVU		$17,664.20
Remit to: LAKE WORTH, FL					FYTD:	$17,664.20
VAS ASSOCIATES, INC.	9338	05/13/2013	178	CONSULTING PROJECT MANAGEMENT		$21,120.00
Remit to: CORONA, CA					FYTD:	$230,880.00
VASQUEZ, CAROL	217136	05/06/2013	130501	APR '13 PD MAY '13		$318.73
Remit to: RIALTO, CA					FYTD:	$1,274.92
VERIZON	217203	05/13/2013	EQN6913105-13118	BACKBONE COMMUNICATION CHARGES		$1,744.75
Remit to: TRENTON, NJ					FYTD:	$19,357.27
VERIZON CALIFORNIA	217113	05/06/2013	310 175-9704/'13	ANNUAL PHONE DIRECTORY AD		$58.04
Remit to: DALLAS, TX					FYTD:	$8,366.48
VERIZON CALIFORNIA	217301	05/20/2013	877 811-8700/'13	ANNUAL PHONE DIRECTORY LISTING		$55.10
Remit to: DALLAS, TX					FYTD:	$8,366.48

MV00213356

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
VERIZON CALIFORNIA	217397	05/28/2013	951 UH2-7052/MAY	PHONE CHARGES-ERC		$624.03
Remit to: DALLAS, TX					FYTD:	$8,366.48
VERIZON CALIFORNIA	217398	05/28/2013	1258220327MAY-13	FIOS SERVICES FOR FIRE STATION 99		$101.56
Remit to: DALLAS, TX					FYTD:	$8,366.48
VERIZON WIRELESS	217114	05/06/2013	9703050634	CELLULAR SERVICE FOR PD TICKET WRITERS		$230.18
Remit to: DALLAS, TX					FYTD:	$1,712.33
VICTOR HERNANDEZ	217344	05/20/2013	MV3130226005	REFUND-DISMISSED CITATION		$57.50
Remit to: MORENO VALLEY, CA					FYTD:	$57.50
VICTOR MEDICAL CO	217204	05/13/2013	3249060	ANIMAL MEDICAL SUPPLIES/VACCINES		$3,383.53
			3294109	ANIMAL MEDICAL SUPPLIES/VACCINES		
Remit to: LAKE FOREST, CA					FYTD:	$27,647.75
VIEVU	9453	05/28/2013	5531	REPAIR OF WEARABLE CAMERA FOR PD SET		$193.00
Remit to: SEATTLE, WA					FYTD:	$19,545.00
VIGIL, ERNEST	9284	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
VINCENT, CLARENCE	217137	05/06/2013	130501	APR '13, PD MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$18,393.06
VISION SERVICE PLAN	9222	05/06/2013	130501	EMPLOYEE VISION INSURANCE		$3,937.30

MV00213357

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: SAN FRANCISCO, CA					FYTD:	$43,136.42
VISTA APARTMENTS	217252	05/13/2013	BL#07051-YR2013	REFUND OF OVERPAYMENT FOR B/L #07051		$64.02
Remit to: ORANGE, CA					FYTD:	$64.02
VISTA PAINT CORPORATION	217399	05/28/2013	2013-647044-00	TRAFFIC PAINT		$6,445.33
Remit to: FULLERTON, CA					FYTD:	$43,985.01
VOYAGER FLEET SYSTEM, INC.	9339	05/13/2013	869211615313	CNG FUEL PURCHASES		$2,133.81
Remit to: HOUSTON, TX					FYTD:	$20,299.91
VULCAN MATERIALS CO, INC.	217115	05/06/2013	329890	ASPHALTIC MATERIALS		$1,921.66
			322971	ASPHALTIC MATERIALS		
			328809	ASPHALTIC MATERIALS		
			332906	ASPHALTIC MATERIALS		
			332907	ASPHALTIC MATERIALS		
			335192	ASPHALTIC MATERIALS		
			319804	ASPHALTIC MATERIALS - SURFACE RECYCLING PROJECTS		
Remit to: LOS ANGELES, CA					FYTD:	$21,190.04
WAGGONER JR., GLENN C.	9285	05/06/2013	130501	MAR '13, PD MAY '13		$637.46
			130401	RETIREE MED OMITTED IN ERROR MAR '13		
Remit to: MORENO VALLEY, CA					FYTD:	$2,934.40
WAGNER, GARY D.	9286	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30

MV00213358

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
WAGNER, MARIANNE K	9287	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$1,593.65
WAGONER, ROBERT	9288	05/06/2013	130501	APR '13, PD MAY '13		$362.80
Remit to: ZEPHYRHILLS, FL					FYTD:	$1,814.00
WALLACE CONCRETE, INC	217253	05/13/2013	BL#24257-YR2013	REFUND OF OVERPAYMENT FOR B/L #24257		$81.84
Remit to: YUCAIPA, CA					FYTD:	$81.84
WATER SPECIALIST CONSULTANTS	217401	05/28/2013	REG.-7/30/13 TRN	REGISTR. FEES FOR 4 TO ATTEND RECYCLED WATER SITE SUPV. TRAINING		$180.00
Remit to: LA MESA, CA					FYTD:	$225.00
WEBFORTIS, LLC	217402	05/28/2013	7849	CONSULTING SERVICES FOR MICROSOFT CRM 2011-FIX CODE ERROR		$82.50
Remit to: WALNUT CREEK, CA					FYTD:	$3,795.00
WELLS FARGO BANK	217403	05/28/2013	950784	FEE INVOICE-ANNUAL ADMIN. CHARGES 4/26/13-4/25/14		$2,000.00
Remit to: SAN FRANCISCO, CA					FYTD:	$819,487.56
WEST COAST ARBORISTS, INC.	9340	05/13/2013	87181-A	TREE TRIMMING & REMOVAL SERVICES-PARKS & CONTRACT AREAS		$11,570.00
Remit to: ANAHEIM, CA					FYTD:	$117,390.00
WEST COAST ARBORISTS, INC.	9454	05/28/2013	87680	TREE TRIMMING & REMOVAL SERVICES-PARKS & CONTRACT AREAS		$13,960.00
Remit to: ANAHEIM, CA					FYTD:	$117,390.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
WEST COAST ARBORISTS, INC.	217302	05/20/2013	87283	TREE TRIMMING & REMOVAL SERVICES-PARKS & CONTRACT AREAS		$12,040.00
Remit to: ANAHEIM, CA					FYTD:	$117,390.00
WEST PAYMENT CENTER	217404	05/28/2013	827166722	INFORMATION DATABASE SERVICE FOR PD INVESTIGATIONS		$710.96
Remit to: CAROL STREAM, IL					FYTD:	$14,030.52
WESTERN MUNICIPAL WATER DISTRICT	217405	05/28/2013	23866-018292/APR	WATER CHARGES-SKATE PARK		$3,626.27
			23821-018258/APR	WATER CHARGES-MFPCC BLDG 938		
			23821-018257/APR	WATER CHARGES-MFPCC LANDSCAPE		
			24753-018620/APR	WATER CHARGES-MARB BALLFIELDS		
Remit to: ARTESIA, CA					FYTD:	$25,877.56
WIBERG, CHRISTOPHER	217138	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: ANAHEIM, CA					FYTD:	$3,187.30
WIELIN, RONALD A.	9289	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: BANNING, CA					FYTD:	$3,187.30
WILLDAN ENGINEERING	217259	05/13/2013	00314882	ENGINEERING SERVICES - PAVEMENT MANAGEMENT PROGRAM		$12,903.50
			00314966	CONSTRUCTION CONTRACT - PAVEMENT MANAGEMENT PROGRAM		
Remit to: ANAHEIM, CA					FYTD:	$229,285.03
WILLDAN FINANCIAL SERVICES	9223	05/06/2013	010-20563 a	ANNUAL CONTINUING DISCLOSURE SERVICES-2005/2007 LRB		$1,750.00
			010-20563	ANNUAL CONTINUING DISCLOSURE SERVICES-2005 LRB		

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: TEMECULA, CA					FYTD:	$37,008.00
WILLIAMS, JANE L.	9290	05/06/2013	130501	OCT '12 DENTAL/ FEB-MAR '13, PD MAY '13		$256.12
Remit to: GRAND FORKS, ND					FYTD:	$1,611.96
WILLIS, ROBERT H	217116	05/06/2013	042513 - 042813	SPORTS OFFICIATING SERVICES-SOFTBALL		$400.00
			040413 - 042113	SPORTS OFFICIATING SERVICES-SOFTBALL		
			030313	SPORTS OFFICIATING SERVICES-SOFTBALL		
Remit to: PERRIS, CA					FYTD:	$2,100.00
WILLIS, ROBERT H	217406	05/28/2013	051913	SPORTS OFFICIATING SERVICES-SOFTBALL		$160.00
			050913	SPORTS OFFICIATING SERVICES-SOFTBALL		
			050513	SPORTS OFFICIATING SERVICES-SOFTBALL		
Remit to: PERRIS, CA					FYTD:	$2,100.00
WILSON-BEILKE, DENESE	217139	05/06/2013	130501	RETIREE MEDICAL MAY '13		$318.73
Remit to: GLENDORA, CA					FYTD:	$4,462.22
WURM'S JANITORIAL SERVICES, INC.	9224	05/06/2013	22156	CLEANING OF 3 CHAIRS AT EMP. RESOURCE CENTER		$75.00
Remit to: CORONA, CA					FYTD:	$279,788.95
WURM'S JANITORIAL SERVICES, INC.	9395	05/20/2013	22203	JANITORIAL SVCS-CITY YARD & TRANSP. TRAILER		$21,970.34
			22213	JANITORIAL SVCS-SUNNYMEAD MIDDLE SCHOOL/ASES		
			22202	JANITORIAL SVCS-CITY HALL		
			22205	JANITORIAL SVCS-EOC		

MV00213361

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
WURM'S JANITORIAL SERVICES, INC.	9395	05/20/2013	22207	JANITORIAL SVCS-LIBRARY	$21,970.34
			22208	JANITORIAL SVCS-MARCH FIELD PARK COMM. CTR.	
			22209	JANITORIAL SVCS-PUBLIC SAFETY BLDG.	
			22212	JANITORIAL SVCS-SENIOR CENTER	
			22214	JANITORIAL SVCS-TOWNGATE COMM. CTR.	
			22216	JANITORIAL SVCS-ANNEX 1	
			22211	JANITORIAL SVCS-RAINBOW RIDGE FOR "A CHILD'S PLACE"	
			22204	JANITORIAL SVCS-CONFERENCE & REC. CTR	
			22215	JANITORIAL SVCS-SUNNYMEAD ELEMENTARY FOR "A CHILD'S PLACE"	
Remit to: CORONA, CA				FYTD:	$279,788.95
WURM'S JANITORIAL SERVICES, INC.	9455	05/28/2013	22206	JANITORIAL SVCS-EMP. RESOURCE CENTER	$2,710.63
			22210	JANITORIAL SVCS-GANG TASK FORCE OFFICE	
			22236	SPECIAL CLEANINGS FOR EVENT RENTALS AT CRC	
			22235	SPECIAL CLEANINGS FOR EVENT RENTALS AT TOWNGATE COMM. CTR.	
			22234	SPECIAL CLEANINGS FOR EVENT RENTALS AT SENIOR CENTER	
Remit to: CORONA, CA				FYTD:	$279,788.95
XEROX CAPITAL SERVICES, LLC	217205	05/13/2013	067856952	COPIER LEASE FOR PARKS DEPT.	$2,616.40
			067856953	COPIER LEASE FOR GRAPHICS DEPT.	
			067560043	COPIER LEASE & BILLABLE PRINTS FOR GRAPHICS DEPT.	
			067856951	COPIER RENTAL/MAINT. FOR PD	

MV00213362

City of Moreno Valley

Payment Register

For Period 5/1/2013 through 5/31/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
XEROX CAPITAL SERVICES, LLC	217205	05/13/2013	067560042	COPIER RENTAL & QTRLY BILLABLE PRINTS FOR PD		$2,616.40
Remit to: PASADENA, CA					FYTD:	$40,158.94
YAMASHITA, JULIA J.	9291	05/06/2013	130501	FEVB-MAR '13 PD MAY '13		$293.80
Remit to: LAGUNA WOODS, CA					FYTD:	$1,280.10
YASER R. TELLO	217168	05/06/2013	CK#2331	REISSUE UNCLAIMED CK#2331 DTD 6/30/09		$129.86
Remit to: MORENO VALLEY, CA					FYTD:	$129.86
ZUMAR INDUSTRIES, INC.	9396	05/20/2013	0144712	STENCIL SUPPLIES-EPOXY & DISPENSER		$740.65
			0144930	STENCIL SUPPLIES-5 GAL. Z5 STENCIL COAT		
Remit to: SANTA FE SPRINGS, CA					FYTD:	$1,249.99

TOTAL CHECKS UNDER $25,000	**$1,350,719.80**
GRAND TOTAL	**$12,527,069.50**

MV00213363

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: September 10, 2013

TITLE: APPROVAL OF PAYMENT REGISTER FOR JUNE, 2013

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. 2013-67. A Resolution of the City Council of the City of Moreno Valley, California approving the Payment Register for the month of June, 2013 in the amount of $22,008,214.83.

DISCUSSION

To facilitate Council's review, the Payment Register lists in alphabetical order all checks in the amount of $25,000 or greater, followed by a listing in alphabetical order of all checks less than $25,000. The Payment Register also includes wire transfers, thus eliminating the need for a separate wire transfer register, as well as the fiscal year-to-date (FYTD) amount paid to each vendor.

FISCAL IMPACT

The disbursements itemized in the attached Payment Register are reflected in the FY 2012-13 budget. Therefore, there is no fiscal impact other than the expenditure of budgeted funds.

ATTACHMENTS

Attachment 1: Proposed Resolution
Attachment 2: Payment Register for Month of June, 2013

Prepared By:
Dena Heald
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Attachment 1

RESOLUTION NO. 2013-67

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE PAYMENT REGISTER FOR THE MONTH OF JUNE, 2013

WHEREAS, the Financial & Management Services Department has prepared and provided the Payment Register for the period June 1, 2013 through June 30, 2013, for review and approval by the City Council of the City of Moreno Valley; and

WHEREAS, it is in the best interest of the City that the referenced Payment Register be approved.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Payment Register for the period June 1, 2013 through June 30, 2013, in the total amount of $22,008,214.83 is approved.

APPROVED AND ADOPTED this 10th day of September, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00213366

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-67 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 10th day of September, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

CITY CLERK

MV00213367

City of Moreno Valley
Payment Register
For Period 6/1/2013 through 6/30/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
ALL AMERICAN ASPHALT, INC.	217691	06/24/2013	17	CONSTRUCTION CONTRACT - SR-60/NASON IC		$297,777.46
Remit to: CORONA, CA					FYTD:	$1,840,887.79
BIO-TOX LABORATORIES	217538	06/10/2013	26676	BLOOD DRAW TOXICOLOGY ANALYSIS		$25,476.21
			26677	BLOOD DRAW TOXICOLOGY ANALYSIS		
			26815	BLOOD DRAW TOXICOLOGY ANALYSIS		
Remit to: RIVERSIDE, CA					FYTD:	$137,348.41
CANON SOLUTIONS AMERICA, INC.	9470	06/03/2013	1103031201304152	COPIER SVC-JAN THRU MAR 2013		$26,709.90
Remit to: BURLINGTON, NJ					FYTD:	$107,894.04
COUNTY OF RIVERSIDE - RMAP	217581	06/10/2013	SH0000021494	REIMB. FOR SEXUAL ASSAULT EXAMS BILLED TO THE COUNTY BY RCRMC		$27,900.00
Remit to: MORENO VALLEY, CA					FYTD:	$654,277.25
COUNTY OF RIVERSIDE FIRE DEPT	9575	06/10/2013	231452	FIRE SVCS CONTRACT-3RD QTR F/Y12-13		$3,581,897.85
Remit to: PERRIS, CA					FYTD:	$12,974,308.12
COUNTY OF RIVERSIDE SHERIFF	9658	06/24/2013	SH0000021398	CONTRACT LAW ENFORCEMENT BILLING #10 (3/7/13-4/3/13)		$2,913,735.87
Remit to: RIVERSIDE, CA					FYTD:	$35,548,658.25
COUNTY OF RIVERSIDE, AUDITOR- CONTROLLER	217699	06/24/2013	FEB-13	TRANSMITTAL OF AB544-PARKING CONTROL FEES		$27,449.07
Remit to: RIVERSIDE, CA					FYTD:	$192,276.95
EASTERN MUNICIPAL WATER DISTRICT	217460	06/03/2013	MAY-13 6/3/13	WATER CHARGES		$47,477.87

MV00213368

City of Moreno Valley

Payment Register

For Period 6/1/2013 through 6/30/2013

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: PERRIS, CA					FYTD:	$1,504,961.70
EASTERN MUNICIPAL WATER DISTRICT	217613	06/17/2013	MAY-13 6/17/13	WATER CHARGES		$50,691.66
Remit to: PERRIS, CA					FYTD:	$1,504,961.70
EASTERN MUNICIPAL WATER DISTRICT	217702	06/24/2013	MAY-13 6/24/13	WATER CHARGES		$39,634.44
Remit to: PERRIS, CA					FYTD:	$1,504,961.70
EMPLOYMENT DEVELOPMENT DEPARTMENT	9616	06/14/2013	2013-00000120	CA TAX - STATE TAX WITHHOLDING*		$30,709.39
Remit to: WEST SACRAMENTO, CA					FYTD:	$1,001,685.05
EMPLOYMENT DEVELOPMENT DEPARTMENT	9704	06/28/2013	2013-00000137	CA TAX - STATE TAX WITHHOLDING		$30,142.94
Remit to: WEST SACRAMENTO, CA					FYTD:	$1,001,685.05
ESRI, INC.	9662	06/24/2013	92662043	ARCGIS & ARCPAD SOFTWARE		$42,260.01
Remit to: REDLANDS, CA					FYTD:	$72,747.83
FALCON ENGINEERING SERVICES, INC.	9663	06/24/2013	2012-09	CONSTRUCTION INSPECTION SERVICES - SR-60/NASON IC		$217,408.07
Remit to: CORONA, CA					FYTD:	$1,407,770.41
FALCON ENGINEERING SERVICES, INC.	9691	06/27/2013	2012-11-A	CONSTRUCTION SUPPORT - SR-60/MB PH I		$66,699.95
Remit to: CORONA, CA					FYTD:	$1,407,770.41

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Payment Register

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CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
GIBBS, GIDEN, LOCHER,TURNER, SENET & WITTBRODT LLP	9582	06/10/2013	219137-003	PROFESSIONAL LEGAL SERVICES - CACTUS/NASON		$31,661.14
			219816-004	LEGAL SVCS-LINEAR PARK BOND SAFEGUARD		
			219346-003	PROFESSIONAL LEGAL SERVICES - DAY ST.		
Remit to: LOS ANGELES, CA					FYTD:	$245,815.09
INTERNAL REVENUE SERVICE CENTER	9617	06/14/2013	2013-00000121	FED TAX - FEDERAL TAX WITHHOLDING*		$123,039.18
Remit to: OGDEN, UT					FYTD:	$752,783.45
INTERNAL REVENUE SERVICE CENTER	9703	06/28/2013	2013-00000136	FED TAX - FEDERAL TAX WITHHOLDING*		$121,151.75
Remit to: OGDEN, UT					FYTD:	$752,783.45
KIMLEY-HORN & ASSOC., INC.	217531	06/03/2013	5060619	CONSULTING SERVICES, ENGINEERING - TRANSPORTATION MGMT. CTR		$28,779.27
			5091306	CONSULTING SERVICES, ENGINEERING - TRANSPORTATION MGMT. CTR.		
Remit to: SAN DIEGO, CA					FYTD:	$53,024.68
LCTH INVESTMENT, LP	9839	06/13/2013	W130605	ACQUISITION COSTS & ESCROW FEES-APN'S 488-080-003 & 488-080-012		$214,642.00
Remit to: NEWPORT BEACH, CA					FYTD:	$214,642.00
LEIGHTON CONSULTING, INC.	9634	06/17/2013	11484	CONSULTING SERVICES, GEOTECHNICAL - CACTUS/NASON		$52,816.65
			11782	CONSULTING SERVICES, GEOTECHNICAL - CACTUS/NASON		
			11178	CONSULTING SERVICES, GEOTECHNICAL - CACTUS/NASON		
Remit to: IRVINE, CA					FYTD:	$440,099.45

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CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
LEIGHTON CONSULTING, INC.	9692	06/27/2013	11790A	CONSULTING SERVICES, GEOTECHNICAL - SR-60/NASON OC		$54,337.54
			12122	CONSULTING SERVICES, GEOTECHNICAL - SR-60/NASON OC		
Remit to: IRVINE, CA					FYTD:	$440,099.45
MATICH CORPORATION	9637	06/17/2013	157303	ASPHALTIC MATERIALS-SURFACE RECYCLING PROJ		$25,905.85
			157390	ASPHALTIC MATERIALS-SURFACE RECYCLING PROJ		
			157392	ASPHALTIC MATERIALS-SURFACE RECYCLING PROJ		
Remit to: HIGHLAND, CA					FYTD:	$85,800.73
MORENO VALLEY UTILITY	217624	06/17/2013	7013411-01/MAY13	ELECTRICITY-UTILITY FIELD OFFICE		$62,219.67
			JUN-13 6/17/13	ELECTRICITY		
Remit to: HEMET, CA					FYTD:	$780,341.25
NATIONWIDE RETIREMENT SOLUTIONS CP	9615	06/14/2013	2013-00000119	8010 - DEF COMP 457 - NATIONWIDE*		$28,318.73
Remit to: COLUMBUS, OH					FYTD:	$737,316.85
NATIONWIDE RETIREMENT SOLUTIONS CP	9700	06/28/2013	2013-00000133	8010 - DEF COMP 457 - NATIONWIDE*		$28,318.77
Remit to: COLUMBUS, OH					FYTD:	$737,316.85
PARSONS TRANSPORTATION GROUP, INC.	9678	06/24/2013	1306A240	CONSTRUCTION SUPPORT - SR-60/NASON OC		$45,823.60
			1306A239	CONSTRUCTION SUPPORT - SR-60/MB PH I		
Remit to: IRVINE, CA					FYTD:	$1,198,847.37
PERS HEALTH INSURANCE	9619	06/07/2013	W130601	EMPLOYEE HEALTH INSURANCE		$205,287.00

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CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: SACRAMENTO, CA					FYTD:	$2,410,150.56
PERS RETIREMENT	9622	06/07/2013	P130524	PERS RETIREMENT DEPOSIT - CLASSIC		$218,529.07
Remit to: SACRAMENTO, CA					FYTD:	$6,282,891.10
PERS RETIREMENT	9695	06/21/2013	P130607	PERS RETIREMENT DEPOSIT - CLASSIC		$217,615.54
Remit to: SACRAMENTO, CA					FYTD:	$6,282,891.10
PERS RETIREMENT	9857	06/30/2013	P130621	PERS RETIREMENT DEPOSIT - CLASSIC		$215,934.90
Remit to: SACRAMENTO, CA					FYTD:	$6,282,891.10
POWELL CONSTRUCTORS, INC.	217469	06/03/2013	06	CONSTRUCTION CONTRACT - SR/60-MB PH I		$706,334.36
Remit to: FONTANA, CA					FYTD:	$4,212,952.02
POWELL CONSTRUCTORS, INC.	217709	06/24/2013	07	CONSTRUCTION CONTRACT - SR-60/MB PH I		$1,006,250.85
Remit to: FONTANA, CA					FYTD:	$4,212,952.02
POWELL CONSTRUCTORS, INC.	217749	06/27/2013	08	CONSTRUCTION CONTRACT - SR-60/MB PH I		$993,228.32
Remit to: FONTANA, CA					FYTD:	$4,212,952.02
PRICE FAMILY CHARITABLE TRUST	217643	06/17/2013	4TH QTR 2012	SALES TAX REIMBURSEMENT		$170,414.00
Remit to: LA JOLLA, CA					FYTD:	$676,351.00
RASMUSSEN BROTHERS CONSTRUCTION	217712	06/24/2013	MVCH 2FL 2	CONSTRUCTION CONTRACT - CITY HALL 2ND LEVEL		$345,505.50
Remit to: FALLBROOK, CA					FYTD:	$596,836.07
RECYCLE AWAY, LLC	217713	06/24/2013	5075	METAL RECYCLING RECEPTACLES		$56,724.00

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CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: BRATTLEBORO, VT					FYTD:	$56,724.00
RICK ENGINEERING COMPANY	9592	06/10/2013	0031505	CONSULTING SERVICES, SURVEY ROS - CACTUS/NASON		$26,398.75
			0031390	CONSULTING SERVICES, SURVEY - CACTUS/NASON		
Remit to: RIVERSIDE, CA					FYTD:	$197,576.96
RIVERSIDE CONSTRUCTION COMPANY, INC	9680	06/24/2013	130502	CONSTRUCTION CONTRACT - SR-60/NASON OC		$971,640.52
Remit to: RIVERSIDE, CA					FYTD:	$5,514,077.08
RIVERSIDE CONSTRUCTION COMPANY, INC	9694	06/27/2013	130601	CONSTRUCTION CONTRACT - SR-60/NASON		$1,370,358.66
Remit to: RIVERSIDE, CA					FYTD:	$5,514,077.08
RIVERSIDE CONSTRUCTION COMPANY, INC	9841	06/18/2013	W130608	RETENTION RELEASE PER ESCROW AGREEMENT		$111,958.66
Remit to: RIVERSIDE, CA					FYTD:	$5,514,077.08
SEQUEL CONTRACTORS, INC.	9681	06/24/2013	442-2	CONSTRUCTION CONTRACT - ALESSANDRO BLVD IMP.		$34,132.91
Remit to: SANTA FE SPRINGS, CA					FYTD:	$273,635.98
SHELL ENERGY NORTH AMERICA (US) L.P.	9645	06/17/2013	1191679	ELECTRIC ENERGY PURCHASE FOR MV UTILITY		$981,848.00
			1201168	ELECTRIC ENERGY PURCHASE FOR MV UTILITY		
Remit to: PHILADELPHIA, PA					FYTD:	$6,185,642.40
SIERRA PACIFIC ELECTRICAL CONTRACTING	217477	06/03/2013	22769	REMOVAL & REPLACEMENT OF TRAFFIC SIGNAL WIRES @ 4 INTERSECTIONS		$58,798.00

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CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$58,798.00
SINGER & COFFIN, APC	9594	06/10/2013	4017	PROFESSIONAL LEGAL SERVICES - SR-60/MB PH II		$28,021.86
			4002	PROFESSIONAL LEGAL SERVICES - SR-60/MB		
Remit to: IRVINE, CA					FYTD:	$102,135.86
SOCO GROUP, INC	9483	06/03/2013	691328	FUEL FOR CITY VEHICLES & EQUIPMENT		$48,800.55
			696015	RED DYED DIESEL FUEL FOR CITY HALL & EOC EMERGENCY GENERATORS		
			695482	FUEL FOR CITY VEHICLES & EQUIPMENT		
			696014	RED DYED DIESEL FUEL FOR CITY HALL & EOC EMERGENCY GENERATORS		
			696013	RED DYED DIESEL FUEL FOR CITY HALL & EOC EMERGENCY GENERATORS		
			696017	RED DYED DIESEL FUEL FOR CITY HALL & EOC EMERGENCY GENERATORS		
			695194	FUEL FOR CITY VEHICLES & EQUIPMENT		
Remit to: PERRIS, CA					FYTD:	$373,580.48
SOUTHERN CALIFORNIA EDISON 1	217479	06/03/2013	7500285490	WDAT CHARGES-GRAHAM ST. LOCATION		$34,175.48
			7500285491	WDAT CHARGES-GLOBE ST. LOCATION		
			7500285492	WDAT CHARGES-NANDINA AVE. LOCATION		
			7500285493	WDAT CHARGES-FREDERICK AVE. LOCATION		
			7500285494	WDAT CHARGES-SUBSTATION 115KV INTERCONNECTION		
			7500285760	RELIABILITY SERVICE-DLAP_SCE_SEES_HV		
			7500285489	WDAT CHARGES-IRIS AVE. LOCATION		

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CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
Remit to: ROSEMEAD, CA				FYTD:	$3,146,869.57
SOUTHERN CALIFORNIA EDISON 1	217632	06/17/2013	587-9520 MAY-13	ELECTRICITY-FERC CHARGES	$156,695.50
			707-6081 MAY-13	ELECTRICITY	
			721-3449 MAY-13	IFA CHARGES-SUBSTATION	
			MAY-13 6/17/13	ELECTRICITY	
Remit to: ROSEMEAD, CA				FYTD:	$3,146,869.57
SOUTHERN CALIFORNIA EDISON 1	217719	06/24/2013	MAY-13 6/24/13	ELECTRICITY	$30,836.70
Remit to: ROSEMEAD, CA				FYTD:	$3,146,869.57
STANDARD INSURANCE CO	9647	06/17/2013	130601a	MISCELLANEOUS SERVICES	$39,840.95
Remit to: PORTLAND, OR				FYTD:	$376,006.03
STATE TREASURER'S OFFICE	9844	06/27/2013	W130609	ROW ADDL. DEPOSIT-SR60 MORENO BEACH PH2-APN'S 488-080-014 & 017	$28,110.00
Remit to: SACRAMENTO, CA				FYTD:	$3,536,200.00
STATE TREASURER'S OFFICE	9845	06/27/2013	W130610	ROW ADDL. DEPOSIT-SR60 MORENO BEACH PH2-APN'S 488-080-013	$310,380.00
Remit to: SACRAMENTO, CA				FYTD:	$3,536,200.00
STATE TREASURER'S OFFICE	9846	06/27/2013	W130611	ROW ADDL. DEPOSIT-SR60 MORENO BEACH PH2-APN'S 488-080-016	$167,855.00
Remit to: SACRAMENTO, CA				FYTD:	$3,536,200.00
SULLY- MILLER CONTRACTING CO., INC.	9840	06/18/2013	W130607	RETENTION RELEASE PER ESCROW AGREEMENT	$66,457.07

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CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: BREA, CA					FYTD:	$19,735,366.95
SULLY- MILLER CONTRACTING CO., INC.	217645	06/17/2013	13-SMC	CONSTRUCTION CONTRACT - CACTUS/NASON		$1,008,017.18
Remit to: BREA, CA					FYTD:	$19,735,366.95
THINK TOGETHER, INC	9686	06/24/2013	111000-12/13-10	ASES PROGRAM MANAGEMENT SERVICES		$444,467.51
Remit to: LOS ANGELES, CA					FYTD:	$4,486,703.15
TRANSTECH ENGINEERS, INC.	217569	06/10/2013	15	CONSULTING SERVICES, ENGINEERING - CACTUS/NASON		$115,370.37
			14	CONSULTING SERVICES, ENGINEERING - CACTUS/NASON		
Remit to: WALNUT, CA					FYTD:	$614,464.73
TRUGREEN LANDCARE	9649	06/17/2013	7526107	LANDSCAPE MAINT.-ZONE E-16		$25,273.57
			7526106	LANDSCAPE MAINT.-ZONE DSG-1		
			7523481	REPAIR OF BROKEN 4" IRRIG. MAIN LINE-CLOCK #3-E ALONG CACTUS AVE		
			7526109	LANDSCAPE MAINT.-ZONE E-4 & E-4A		
			7526110	LANDSCAPE MAINT.-ZONE S		
			7529516	LANDSCAPE MAINT.-ZONE M		
			7529095	IRRIGATION REPAIRS FOR MAY 2013-ZONE E-4		
			7518167	REPLACEMENT OF PLASTIC RAINBIRD VALVE-TRACT #19, #16769		
			7518174	REPLACEMENT OF PLASTIC RAINBIRD VALVE-TRACT #35, #19541		
Remit to: RIVERSIDE, CA					FYTD:	$308,283.36
U.S. BANK/CALCARDS	9601	06/10/2013	05-27-13	CALCARD PAYMENT FOR CYCLE END 5/27/13		$226,752.85

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CHECKS IN THE AMOUNT OF $25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
Remit to: ST. LOUIS, MO				FYTD:	$2,172,304.13
WASTE MANAGEMENT	217575	06/10/2013	RECEIPT 335019	SOLID WASTE DELINQUENCIES PASS THRU, LESS FRANCHISE FEES	$813,377.51
Remit to: CORONA, CA				FYTD:	$1,737,185.02
WELLS FARGO BANK	9620	06/10/2013	W130602	ACQUISITION COSTS & ESCOW FEES/NSP3 PROGRAM-14861 WINTERGREEN ST	$139,787.09
Remit to: SAN FRANCISCO, CA				FYTD:	$959,274.65
WELLS FARGO CORPORATE	9842	06/19/2013	W130604	DEBT SERVICE-SPECIAL TAXES	$954,745.42
Remit to: LOS ANGELES, CA				FYTD:	$8,993,898.70
WELLS FARGO CORPORATE	9843	06/19/2013	W130606	DEBT SERVICE-BOND PREPAYMENT	$39,580.29
Remit to: LOS ANGELES, CA				FYTD:	$8,993,898.70
WILLDAN ENGINEERING	9488	06/03/2013	002-13273	PLAN CHECK & INSPECTION SERVICES FOR BLDG & SAFETY DEPT.	$30,340.23
			002-13110	PLAN CHECK & INSPECTION SERVICES FOR BLDG & SAFETY DEPT.	
			002-13181	PLAN CHECK & INSPECTION SERVICES FOR BLDG & SAFETY DEPT.	
Remit to: ANAHEIM, CA				FYTD:	$259,625.26
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.	217577	06/10/2013	MAY-13 TUMF	TUMF FEES COLLECTED FOR 5/1-5/31/13	$200,682.07
Remit to: RIVERSIDE, CA				FYTD:	$1,548,207.56

TOTAL AMOUNTS OF $25,000 OR GREATER **$20,843,511.08**

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
2013 CF CONFERENCE	217522	06/03/2013	REG ID: 56258270	REGISTR. FEES FOR JULY15-17 CONF.-GAGATCH/FRANSIK/CUMBERLAND		$1,035.11
Remit to: RIVERSIDE, CA					FYTD:	$1,035.11
A.D. WILSON, INC.	217686	06/24/2013	004067	SR60 MORENO BEACH DR INTERCHANGE IMPRVT PROJ		$7,161.26
Remit to: NORCO, CA					FYTD:	$7,161.26
ABILITY COUNTS, INC	217687	06/24/2013	ACI10017	LANDSCAPE MAINT-PARKS-VRS LOCATIONS		$2,065.00
Remit to: CORONA, CA					FYTD:	$24,430.00
ACTION DOOR REPAIR CORP.	9567	06/10/2013	85762	EXTERIOR DOOR REPAIR-ANIMAL SHELTER		$122.50
Remit to: ORLANDO, FL					FYTD:	$27,700.75
ACTIVE NETWORK, INC., THE	9468	06/03/2013	1006658	PROFESSIONAL SVCS-LOGOS PROJECT		$6,745.00
			1006512	PROFESSIONAL SVCS-LOGOS PROJECT		
Remit to: SAN DIEGO, CA					FYTD:	$19,964.30
ACTIVE NETWORK, INC., THE	9654	06/24/2013	1006797	PROFESSIONAL SVCS-SETUP OF CHECK SCANNER		$190.00
Remit to: SAN DIEGO, CA					FYTD:	$19,964.30
ADAMS, MARK L.	9490	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: REDLANDS, CA					FYTD:	$3,506.03
ADLERHORST INTERNATIONAL INC.	9568	06/10/2013	18326	MONTHLY K-9 TRAINING-IVAN-APR13		$141.67
Remit to: RIVERSIDE, CA					FYTD:	$6,564.56
ADMINSURE	217533	06/10/2013	6392	WORKERS' COMP CLAIMS ADMIN.-JUN13		$2,600.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: DIAMOND BAR, CA					FYTD:	$33,800.00
ADVANCED ELECTRIC	217534	06/10/2013	10745	ELECTRICAL REPAIRS-CITY YARD		$10,818.98
			10741	ELECTRICAL REPAIRS-CRC/FITNESS 19		
			10748	ELECTRICAL REPAIRS-FIRE STATION #91		
			10747	ELECTRICAL REPAIRS-CRC		
			10739	ELECTRICAL REPAIRS-CRC		
			10752	ELECTRICAL REPAIRS-TOWNGATE CTR		
			10751	ELECTRICAL REPAIRS-PSB		
			10738	ELECTRICAL REPAIRS-CRC		
			10746	ELECTRICAL REPAIRS-CITY YARD TRANSP. TRAILER		
			01485	ELECTRICAL REPAIRS-ANIMAL SHELTER		
			10750	ELECTRICAL REPAIRS-FIRE STATION #2		
			01484	ELECTRICAL REPAIRS-CITY HALL		
			10744	ELECTRICAL REPAIRS-PSB		
			10740	ELECTRICAL REPAIRS-CRC/FITNESS 19		
Remit to: RIVERSIDE, CA					FYTD:	$44,429.60
ADVANCED ELECTRIC	217688	06/24/2013	10762	ELECTRICAL REPAIRS-BETHUNE PARK		$896.64
			10761	ELECTRICAL REPAIR-WOODLAND PARK		
			10760	ELECTRICAL REPAIR-RIDGECREST PARK		
Remit to: RIVERSIDE, CA					FYTD:	$44,429.60
ADVANTAGE BUSINESS EQUIPMENT, INC	9623	06/17/2013	16546	WYCOM CHECK STOCK FOR A/P		$503.44

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: SAN DIEGO, CA					FYTD:	$2,125.05
AEI-CASC ENGINEERING	217689	06/24/2013	0029397	PLAN CHECK SVCS-PWQMP-MAY13		$472.50
Remit to: COLTON, CA					FYTD:	$22,346.50
AIR EXCHANGE INC	217535	06/10/2013	31215	MAINTENANCE & REPAIR OF PLYMOVENT-FS#6		$701.90
Remit to: Fairfield, CA					FYTD:	$4,090.54
AIR EXCHANGE INC	217690	06/24/2013	31351	PLYMOVENT MAINT/REPAIR-FIRE STN 91		$481.21
			31350	PLYMOVENT MAINT/REPAIR-FIRE STN 2		
Remit to: Fairfield, CA					FYTD:	$4,090.54
ALBERT A. WEBB ASSOCIATES	217608	06/17/2013	131025	WATER QUALITY TESTING & ANALYSIS - EDGEMONT WATER MASTER PLAN		$440.00
Remit to: RIVERSIDE, CA					FYTD:	$31,460.90
ALEJANDRA DELGADO	217588	06/10/2013	1046292	REFUNDS FOR RENTALS		$200.00
Remit to: MORENO VALLEY, CA					FYTD:	$200.00
ALICE KAREN RADER	217683	06/17/2013	MV2121109025	REFUND-CITATION DISMISSED/COURT FEE REIMBURSEMENT		$457.50
Remit to: BANNING, CA					FYTD:	$457.50
ALLISON COLLINS	217652	06/17/2013	R13-058826	AS REFUND-RABIES & S/N DEPOSIT		$95.00
Remit to: LONG BEACH, CA					FYTD:	$95.00
ALYSSA RAMIREZ	217684	06/17/2013	MV4120615011	REFUND-CITATION OVERPAYMENT		$40.50
Remit to: RIVERSIDE, CA					FYTD:	$40.50

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
AMBER FRANSIK	217642	06/17/2013	FUEL REIMB.	REIMBURSEMENT FOR FUEL DURING CPTED TRAINING-HENDERSON, NV.		$74.04
Remit to: MORENO VALLEY, CA					FYTD:	$224.04
AMERICAN FORENSIC NURSES	9469	06/03/2013	63115	BLOOD DRAW SERVICE		$6,739.32
			63044	BLOOD DRAW SERVICE		
			63045	BLOOD DRAW SERVICE		
			63114	BLOOD DRAW SERVICE		
Remit to: PALM SPRINGS, CA					FYTD:	$66,017.68
AMERICAN FORENSIC NURSES	9569	06/10/2013	63174	BLOOD DRAW SERVICE		$3,420.60
			63149	BLOOD DRAW SERVICE		
			63173	BLOOD DRAW SERVICE		
Remit to: PALM SPRINGS, CA					FYTD:	$66,017.68
AMERICAN FORENSIC NURSES	9655	06/24/2013	63259	BLOOD DRAW SERVICE		$2,927.64
			63257	BLOOD DRAW SERVICE		
			63258	BLOOD DRAW SERVICE		
			63232	BLOOD DRAW SERVICE		
			63020	BLOOD DRAW SERVICE		
Remit to: PALM SPRINGS, CA					FYTD:	$66,017.68
AMTECH ELEVATOR SERVICES	217692	06/24/2013	DVB65909613	ELEVATOR MAINT/REPAIR-EOC		$1,727.92
			DVB32508001	ELEVATOR 5-YR FULL LOAD TEST-CITY HALL		
			DVB05044613	ELEVATOR MAINT/REPAIR-CITY HALL		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: PASADENA, CA					FYTD:	$6,297.48
ANGEL ORELLANA	217665	06/17/2013	1045321	REFUND VALLEY KIDS CAMP		$97.00
Remit to: MORENO VALLEY, CA					FYTD:	$97.00
ANGELA RODRIGUEZ	217668	06/17/2013	1048159	REFUND PEE WEE SOCCER		$72.00
Remit to: MORENO VALLEY, CA					FYTD:	$72.00
ANGELA SANCHEZ	217669	06/17/2013	1044752	REFUND FOR PEE WEE T-BALL		$62.00
Remit to: MORENO VALLEY, CA					FYTD:	$62.00
ARROWHEAD WATER	9624	06/17/2013	03E0029115144	WATER PURIFY RNTL UNIT-LIBRARY		$103.64
			03E0029115359	WATER PURIFY RNTL UNIT-CRC		
			03E0029648037	WATER PURIFY RNTL UNIT-FIRE STN 91		
			03E0029115227	WATER PURIFY RNTL UNIT-SDA ANNEX		
Remit to: LOUISVILLE, KY					FYTD:	$6,973.75
AT&T MOBILITY	217454	06/03/2013	872455379X050613	MCC CELLULAR PHONE SVC 4/7-5/6/13		$91.82
Remit to: CAROL STREAM, IL					FYTD:	$1,103.27
AT&T MOBILITY	217693	06/24/2013	872455379X060613	MCC CELLULAR PHONE SVC 5/7-6/6/13		$91.82
Remit to: CAROL STREAM, IL					FYTD:	$1,103.27
AT&T/MCI	217455	06/03/2013	4357828	LANDLINE PHONE SVC FOR GTF SATELLITE OFFICE		$184.96
Remit to: CAROL STREAM, IL					FYTD:	$2,213.08

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
AU2 ENTERPRISES / RICARDO F. GOLDEN	217694	06/24/2013	539	LABOR FOR MCC SATELLITE REPAIRS		$75.00
Remit to: RIVERSIDE, CA					FYTD:	$75.00
BACHER, GRACE	217489	06/03/2013	130601	RETIREE MED JUNE '13		$255.43
Remit to: HEMET, CA					FYTD:	$3,126.23
BAKER & TAYLOR	217536	06/10/2013	D24NS7254R	AXIS 360 ANNUAL HOSTING, ACCESS & SVC FEES JUN'13-MAY'14		$3,000.00
Remit to: ATLANTA, GA					FYTD:	$8,365.25
BAKER & TAYLOR	217695	06/24/2013	4010483603	E-BOOKS FOR CIRCULATION-LIBRARY		$353.30
Remit to: ATLANTA, GA					FYTD:	$8,365.25
BAUTISTA, JOSEPH C.	9491	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: FONTANA, CA					FYTD:	$3,506.03
BECKNER, PATRICK	9492	06/03/2013	130601	RETIREE MED MAR-MAY '13, PD JUNE '13		$772.64
Remit to: MURRIETA, CA					FYTD:	$3,112.26
BELMUDES, DEBRA	9493	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$1,912.38
BEMUS LANDSCAPE, INC.	9570	06/10/2013	244294	LANDSCAPE MAINT-SCE & OLD LAKE DR		$10,734.33
			244311	LANDSCAPE MAINT-ANIMAL SHELTER		
			244306	LANDSCAPE MAINT-MV UTILITY		
			244305	LANDSCAPE MAINT-PUBLIC LIBRARY		
			244292	LANDSCAPE MAINT-PAN AM SECTION/AQUEDUCT		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
BEMUS LANDSCAPE, INC.	9570	06/10/2013	244297	LANDSCAPE MAINT-BIKE AQUEDUCT		$10,734.33
			244291	LANDSCAPE MAINT-NORTH AQUEDUCT		
			244290	LANDSCAPE MAINT-SOUTH AQUEDUCT "B"		
			244298	LANDSCAPE MAINT-SOUTH AQUEDUCT "A"		
			244308	LANDSCAPE MAINT-TOWNGATE BIKE AQUEDUCT		
			244310	LANDSCAPE MAINT-PSB		
			244307	LANDSCAPE MAINT-TOWNGATE		
			244293	LANDSCAPE MAINT-SENIOR CTR		
			244303	LANDSCAPE MAINT-ASES ADMIN BLDG		
			244302	LANDSCAPE MAINT-CITY YARD		
			244309	LANDSCAPE MAINT-ELECTRIC SUBSTATION		
			244304	LANDSCAPE MAINT-CRC		
Remit to: SAN CLEMENTE, CA					FYTD:	$218,149.62
BEMUS LANDSCAPE, INC.	217537	06/10/2013	244300	LANDSCAPE MAINT-VETERAN'S MEMORIAL		$6,244.30
			244312	LANDSCAPE MAINT-CITY HALL		
			244295	LANDSCAPE MAINT-PATRIOT PARK		
			244296	LANDSCAPE MAINT-BAY AVE TO JFK AVE/AQUEDUCT		
			244313	LANDSCAPE MAINT-FIRE STATION #6		
			244301	LANDSCAPE MAINT-ANNEX 1		
Remit to: SAN CLEMENTE, CA					FYTD:	$218,149.62
BENESYST	9571	06/10/2013	0513288	COBRA ADMIN FEE		$205.00
Remit to: MINNEAPOLIS, MN					FYTD:	$5,329.56

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
BENESYST	9572	06/10/2013	0513148	FSA ADMIN COSTS		$211.64
Remit to: MINNEAPOLIS, MN					FYTD:	$5,329.56
BENJAMIN POSADA	217747	06/24/2013	12194065	DUPLICATE PAYMENT		$42.56
Remit to: RIVERSIDE, CA					FYTD:	$42.56
BLAIR, CHERYL	217734	06/24/2013	MAY-2013	INSTRUCTOR SVCS-BELLY DANCING CLASS		$81.00
Remit to: RIVERSIDE, CA					FYTD:	$378.00
BMW MOTORCYCLES OF RIVERSIDE	217539	06/10/2013	6005621/1	MAINT & REPAIRS-NEW TRAFFIC MOTORCYCLES		$252.93
Remit to: RIVERSIDE, CA					FYTD:	$55,979.09
BOOKLETTERS	217696	06/24/2013	RB3558	ANNUAL RENEWAL-LIBRARY WEB PAGE SERVICE 4/1/13-3/31/14		$3,564.00
Remit to: COLUMBUS, OH					FYTD:	$3,564.00
BORDEAU, MYLING	217512	06/03/2013	6/10-6/13/13	TRAVEL PER DIEM FOR DRUG IMPAIRED DRIVER TRAINING COURSE		$130.00
Remit to: MORENO VALLEY, CA					FYTD:	$130.00
BOX SPRINGS MUTUAL WATER COMPANY	217609	06/17/2013	05292013	WATER USAGE-ACCOUNT #721-1 ZONE E-1		$99.56
Remit to: MORENO VALLEY, CA					FYTD:	$659.46
BRAUN BLAISING MCLAUGHLIN	217540	06/10/2013	14645	LEGAL SVCS-STREETLIGHT RATE CASE (CASL)		$3,456.00
Remit to: SACRAMENTO, CA					FYTD:	$71,565.60
BRAUN BLAISING MCLAUGHLIN	217697	06/24/2013	14670	LEGAL SVCS-MVU-MAY13		$8,562.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
BRAUN BLAISING MCLAUGHLIN	217697	06/24/2013	14671	LEGAL SVCS-STREETLIGHT RATE CASE (CASL)		$8,562.00
			14644	LEGAL SVCS-MVU-APR13		
Remit to: SACRAMENTO, CA					FYTD:	$71,565.60
BRENDA VASQUEZ	217599	06/10/2013	R13-058318	AS REFUND-RABIES DEPOSIT		$20.00
Remit to: PERRIS, CA					FYTD:	$20.00
BUCKINGHAM, STAN	217490	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: TEMECULA, CA					FYTD:	$3,506.03
C & C GRADING & PAVING, INC	9625	06/17/2013	1630-4	CONSTRUCTION CONTRACT - SIP		$4,393.75
Remit to: TEMECULA, CA					FYTD:	$256,235.77
CAIN, GREGORY	9494	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: TAMPA, FL					FYTD:	$3,506.03
CALIFA GROUP	217456	06/03/2013	5253	PLAY & LEARN ISLAND-TAX/SHIPPING INCLUDED		$1,500.00
Remit to: SAN MATEO, CA					FYTD:	$1,500.00
CALIFORNIA PROPERTY SPECIALISTS, INC	217605	06/10/2013	7057	CONSULTING SERVICES, ROW		$3,675.00
Remit to: MISSION VIEJO, CA					FYTD:	$3,675.00
CALIFORNIA STATE ASSOCIATION OF COUNTIES	217541	06/10/2013	25468	ADVERTISEMENT-JOB POSTING		$250.00
Remit to: SACRAMENTO, CA					FYTD:	$250.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
CALIFORNIA STATE CONTROLLER'S OFFICE	217457	06/03/2013	UC130601	UNCLAIMED PROPERTY - PAYROLL		$18.56
Remit to: SACRAMENTO, CA					FYTD:	$8,916.87
CALIFORNIA STATE CONTROLLER'S OFFICE	217513	06/03/2013	REPORT YEAR 2012	REMITTANCE OF UNCLAIMED A/P CHECKS TO SCO FOR REPORT YEAR 2012		$8,898.31
Remit to: SACRAMENTO, CA					FYTD:	$8,916.87
CANNON, ANA M.	9495	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: HASLET, TX					FYTD:	$3,506.03
CANON SOLUTIONS AMERICA, INC.	9656	06/24/2013	1103031201304151	COPIER SVC-JAN THRU MARCH 2013-POLICE		$2,210.68
Remit to: BURLINGTON, NJ					FYTD:	$107,894.04
CARTER, ROSALYN	9496	06/03/2013	130601	RETIREE MED MAR-MAY '13, PD JUNE '13		$956.19
Remit to: MORENO VALLEY, CA					FYTD:	$2,868.57
CASSIE BENDIX	217647	06/17/2013	1044980	REFUND VALLEY KIDS CAMP FOR ERIC AND MELODY		$147.20
Remit to: MORENO VALLEY, CA					FYTD:	$147.20
CELLEBRITE USA, CORP	9573	06/10/2013	126630	SOFTWARE UPGRADE & 3 YEAR MAINTENANCE		$6,662.73
Remit to: GLEN ROCK, NJ					FYTD:	$6,662.73
CEMEX	217542	06/10/2013	9426013310	PORTLAND CEMENT-MAINT & OP'S		$1,265.24
			9426030346	PORTLAND CEMENT-MAINT & OP'S		
			9426053731	PORTLAND CEMENT-MAINT & OP'S		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
Remit to: PASADENA, CA				FYTD:	$21,992.91
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	9574	06/10/2013	04-0314924	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	$2,175.12
			04-0312736	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0313048	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312733	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314963	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			01-0329858	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312731	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312728	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312725	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312723	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312495	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0311527	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314700	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314790	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312759	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314412	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0313194	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			05-0336876	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			01-0329859	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314964	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0313436	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314968	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	9574	06/10/2013	04-0314952	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	$2,175.12
			04-0312757	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312734	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312729	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0311526	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0313437	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			05-0337012	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			01-0329856	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312850	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			05-0336877	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314772	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314789	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314784	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0311525	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0313435	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314925	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312724	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314969	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314771	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314785	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312735	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0312758	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0313193	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
			04-0314413	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	9574	06/10/2013	04-0312496	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING		$2,175.12
			05-0336878	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING		
			04-0312730	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING		
			04-0311528	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING		
			04-0311491	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING		
			04-0311492	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING		
			04-0312401	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING		
			04-0312123	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING		
			04-0314411	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING		
			04-0314953	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING		
			04-0314923	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING		
			04-0314699	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING		
			04-0314783	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING		
			04-0314970	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING		
			04-0314773	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING		
			04-0314788	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING		
Remit to: RIVERSIDE, CA					FYTD:	$11,246.12
CESAR CARMARGO	217676	06/17/2013	MV3121109053	REFUND-CITATION OVERPAYMENT		$65.00
Remit to: MORENO VALLEY, CA					FYTD:	$65.00
CHAPMAN, STEVE	217491	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: REDLANDS, CA					FYTD:	$3,506.03
CHAPPELL, ISAAC	9497	06/03/2013	130601	RETIREE MED JUNE '13		$318.73

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
CHJ INCORPORATED	217604	06/10/2013	86953	CONSULTING SERVICES, GEOTECHNICAL - PERRIS BLVD		$12,405.00
			86927	CONSULTING SERVICES, GEOTECHNICAL - PERRIS BLVD		
			86897	CONSULTING SERVICES, GEOTECHNICAL - PERRIS BLVD		
Remit to: COLTON, CA					FYTD:	$23,615.00
CINTAS CORPORATION	9471	06/03/2013	150841729	UNIFORM RNTL SVC-ST SWEEPING		$610.64
			150841730	UNIFORM RNTL SVC-DRAIN MAINT		
			150841731	UNIFORM RNTL SVC-ST MAINT		
			150100650	UNIFORM RNTL SVC-DRAIN MAINT		
			150841723	UNIFORM RNTL SVC-TRAFFIC SIGNAL		
			150846180	UNIFORM RNTL SVC-TRAFFIC SIGNAL		
			150846181	UNIFORM RNTL SVC-ST SIGNS/STRIPING		
			150846186	UNIFORM RNTL SVC-ST SWEEPING		
			150846187	UNIFORM RNTL SVC-DRAIN MAINT		
			150841727	UNIFORM RNTL SVC-ST TREE MAINT		
			150100647	UNIFORM RNTL SVC-ST TREE MAINT		
			150841732	UNIFORM RNTL SVC-CONCRETE MAINT		
			150846188	UNIFORM RNTL SVC-ST MAINT		
			150846189	UNIFORM RNTL SVC-CONCRETE MAINT		
			150100652	UNIFORM RNTL SVC-CONCRETE MAINT		
			150100645	UNIFORM RNTL SVC-GRAFFITI RMVL		
			150100649	UNIFORM RNTL SVC-ST SWEEPING		
			150841725	UNIFORM RNTL SVC-GRAFFITI RMVL		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
CINTAS CORPORATION	9471	06/03/2013	150846184	UNIFORM RNTL SVC-ST TREE MAINT	$610.64
			150846182	UNIFORM RNTL SVC-GRAFFITI RMVL	
			150100642	UNIFORM RNTL SVC-PURCHASING	
			150846179	UNIFORM RNTL SVC-PURCHASING	
			150841722	UNIFORM RNTL SVC-PURCHASING	
			150837201	UNIFORM RNTL SVC-PURCHASING	
			150100644	UNIFORM RNTL SVC-ST SIGNS/STRIPING	
			150100643	UNIFORM RNTL SVC-TRAFFIC SIGNAL	
			150841726	UNIFORM RNTL SVC-VEHICLE MAINT	
			150841724	UNIFORM RNTL SVC-ST SIGNS/STRIPING	
			150100651	UNIFORM RNTL SVC-ST MAINT	
Remit to: ONTARIO, CA				FYTD:	$17,027.06
CINTAS CORPORATION	9626	06/17/2013	150769560	UNIFORM RNTL SVC-FACILITIES	$67.64
			150702028	UNIFORM RNTL SVC-FACILITIES	
			150760564	UNIFORM RNTL SVC-FACILITIES	
			150832740	UNIFORM RNTL SVC-GOLF COURSE	
Remit to: ONTARIO, CA				FYTD:	$17,027.06
CINTAS CORPORATION	9657	06/24/2013	150109599	UNIFORM RNTL SVC-FACILITIES	$531.69
			150113678	UNIFORM RNTL SVC-FACILITIES	
			150105110	UNIFORM RNTL SVC-FACILITIES	
			150100646	UNIFORM RNTL SVC-VEHICLE MAINT	
			150109594	UNIFORM RNTL SVC-CFD #1	
			150846183	UNIFORM RNTL SVC-VEHICLE MAINT	

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
CINTAS CORPORATION	9657	06/24/2013	150105105	UNIFORM RNTL SVC-CFD #1		$531.69
			150105111	UNIFORM RNTL SVC-GOLF COURSE		
			150117188	UNIFORM RNTL SVC-FACILITIES		
			150105098	UNIFORM RNTL SVC-PARK MAINT		
			150109600	UNIFORM RNTL SVC-GOLF COURSE		
			150113666	UNIFORM RNTL SVC-PARK MAINT		
			150113679	UNIFORM RNTL SVC-GOLF COURSE		
			150117176	UNIFORM RNTL SVC-PARK MAINT		
			150120702	UNIFORM RNTL SVC-FACILITIES		
			150109587	UNIFORM RNTL SVC-PARK MAINT		
Remit to: ONTARIO, CA					FYTD:	$17,027.06
CITY OF MORENO VALLEY VEBA TRUST	9472	06/03/2013	2013-00000106	4020 - EXEC VEBA*		$3,362.87
Remit to: MORENO VALLEY, CA					FYTD:	$184,940.40
CITY OF MORENO VALLEY VEBA TRUST	9627	06/17/2013	2013-00000110	4020 - EXEC VEBA*		$6,897.50
Remit to: MORENO VALLEY, CA					FYTD:	$184,940.40
CLS LANDSCAPE MANAGEMENT, INC	217587	06/10/2013	BL#01569-YR2013	REFUND OF OVERPAYMENT FOR B/L#01569		$95.61
Remit to: CHINO, CA					FYTD:	$95.61
COLD STAR, INC.	217735	06/24/2013	05152013	SPECIAL EVENTY TRAILER W/ 38LB ICE-JULY 4TH FESTIVAL		$480.60
Remit to: CHINO HILLS, CA					FYTD:	$480.60

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
COLONIAL SUPPLEMENTAL INSURANCE	217514	06/03/2013	7133069-0601433	SUPPLEMENTAL INSURANCE		$6,613.14
Remit to: COLUMBIA, SC					FYTD:	$77,187.69
COMMUNITY HEALTH CHARITIES	217458	06/03/2013	2013-00000091	8725 - CH CHARITY		$94.00
Remit to: COSTA MESA, CA					FYTD:	$4,674.00
COMMUNITY HEALTH CHARITIES	217610	06/17/2013	2013-00000111	8725 - CH CHARITY		$94.00
Remit to: COSTA MESA, CA					FYTD:	$4,674.00
CONTINENTAL WESTERN TRANSPORTATION	217543	06/10/2013	0104972-IN	ASPHALTIC MATERIALS-SURFACE RECYCLING PROJ		$11,148.19
			0105044-IN	ASPHALTIC MATERIALS-SURFACE RECYCLING PROJ		
Remit to: SAN DIEGO, CA					FYTD:	$25,382.08
CONTINUING EDUCATION OF THE BAR	217544	06/10/2013	10148106	BOOKS, PUBLICATIONS & AUDIOVISUAL-LAW LIBRARY		$162.31
Remit to: OAKLAND, CA					FYTD:	$1,788.88
COSTCO	217545	06/10/2013	19637	SNACK SUPPLIES FOR SKATE PARK		$2,095.78
			19635	SNACK SUPPLIES FOR "A CHILD'S PLACE"		
Remit to: MORENO VALLEY, CA					FYTD:	$16,121.13
COUNSELING TEAM, THE	217611	06/17/2013	21156	EMPLOYEE ASSISTANCE SVCS		$1,250.00
Remit to: SAN BERNARDINO, CA					FYTD:	$31,750.00
COUNTRY SQUIRE ESTATES	217698	06/24/2013	MAY 2013	REFUND-UTILITY USER TAX EXEMPTIONS		$48.04

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: ONTARIO, CA					FYTD:	$1,048.73
COUNTY OF RIVERSIDE - RMAP	217546	06/10/2013	9990085000-1304	RADIO COMM. SERVICES FOR PD MOTORCYCLES		$983.50
Remit to: RIVERSIDE, CA					FYTD:	$654,277.25
COUNTY OF RIVERSIDE - RMAP	217612	06/17/2013	9990170000-1304	VPN CONNECTION FOR CODE ENFORCEMENT STAFF		$28.84
Remit to: RIVERSIDE, CA					FYTD:	$654,277.25
COUNTY OF RIVERSIDE 1	217736	06/24/2013	PU0000002833	JANITORIAL ITEMS FOR STATION EXPLORERS		$1,459.74
			PU0000002836	JANITORIAL ITEMS FOR STATION EXPLORERS		
Remit to: MORENO VALLEY, CA					FYTD:	$11,051.05
CRIME SCENE STERI-CLEAN, LLC	9576	06/10/2013	32027	BIOHAZARD CLEANING SERVICES FOR PD-4/28/13 TRAFFIC ACCIDENT		$750.00
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$8,250.00
DALE, KATHLEEN	9498	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
DANIEL TELLEZ	217748	06/24/2013	1049519/1049518	REFUNDS FOR RENTALS		$828.15
Remit to: MORENO VALLEY, CA					FYTD:	$828.15
DANIELLE PAGE	217682	06/17/2013	MV3130405032	REFUND-CITATION DISMISSED		$57.50
Remit to: RIVERSIDE, CA					FYTD:	$57.50
DATA TICKET, INC.	9473	06/03/2013	46793MS	MAINTENANCE/SUPPORT-MAR13		$1,516.45
			46214	ADMIN CITATION PROCESSING-B&S-MAR13		

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
DATA TICKET, INC.	9473	06/03/2013	46790MS	MAINTENANCE/SUPPORT-APR13		$1,516.45
Remit to: NEWPORT BEACH, CA					FYTD:	$194,363.34
DATA TICKET, INC.	9659	06/24/2013	47282	NPDES BUSINESS INSPECTION SVCS-MAY13		$3,705.44
			47294TPC	THIRD PARTY COLLECTIONS-B & S-MAY13		
			46713	NPDES BUSINESS INSPECTION SVCS-APR13		
			47296	ADMIN CITATION PROCESSING-PD-MAY13		
			47344MS	MAINTENANCE/SUPPORT-MAY13		
			47294	ADMIN CITATION PROCESSING-B & S-MAY13		
Remit to: NEWPORT BEACH, CA					FYTD:	$194,363.34
DATAQUICK CORPORATE HEADQUARTERS	217700	06/24/2013	B1-2167039	ONLINE SOFTWARE SUBSCRIPTION-POP UNIT		$130.50
Remit to: LOS ANGELES, CA					FYTD:	$1,566.00
DAVID EVERITT	217494	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: HEMET, CA					FYTD:	$318.73
DAVID LOZANO	217592	06/10/2013	R13-061978	AS REFUND-TRAP DEPOSIT		$50.00
Remit to: MORENO VALLEY, CA					FYTD:	$50.00
DAVID MUSSER	217741	06/24/2013	JUN-2013	INSTRUCTOR SVCS-WATERCOLOR TECHNIQUE CLASS		$420.00
Remit to: MENIFEE, CA					FYTD:	$4,998.00
DEBINAIRE COMPANY	217701	06/24/2013	139028	BOILER REPAIRS-WO#130934-CITY HALL		$1,409.40
			139637	BOILER REPAIRS-WO#130936-PSB		

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: CORONA, CA					FYTD:	$5,746.50
DELTA DENTAL OF CALIFORNIA	9558	06/03/2013	BE000555703	EMPLOYEE DENTAL INSURANCE		$10,743.39
Remit to: SAN FRANCISCO, CA					FYTD:	$125,583.09
DELTACARE USA	217737	06/24/2013	5388027	EMPLOYEE DENTAL INSURANCE		$5,379.11
Remit to: LOS ANGELES, CA					FYTD:	$67,458.88
DENNIS GRUBB & ASSOCIATES, LLC	9577	06/10/2013	1190	PLAN REVIEW SVCS-FIRE PREVENTION		$6,500.00
Remit to: MIRA LOMA, CA					FYTD:	$121,565.00
DENNY SHOR	217529	06/03/2013	05212013	REIMB-SAFE ROUTES TO SCHOOL (SR2S) PROGRM EXPEND.		$341.90
Remit to: MORENO VALLEY, CA					FYTD:	$341.90
DMC DESIGN GROUP, INC	9660	06/24/2013	2013-057	CONSULTING SERVICES, DESIGN - HEACOCK EXTENSION		$22,955.00
Remit to: CORONA, CA					FYTD:	$171,297.87
DOLORES GRANILLO	217680	06/17/2013	MV2120307018	REFUND-CITATION OVERPAYMENT		$115.00
Remit to: PERRIS, CA					FYTD:	$115.00
DOMINICK GARCIA	217656	06/17/2013	1036071	REFUND PEE WEE TENNIS		$77.00
Remit to: MORENO VALLEY, CA					FYTD:	$77.00
DORY, ALLEEN F.	217492	06/03/2013	130601	RETIREE MED JUNE '13		$146.32
Remit to: HEMET, CA					FYTD:	$3,206.67
DUVAL, ROBERTA	217459	06/03/2013	04272013	CPR & FIRST AID TRAINING-SECURITY GUARD B. CORNWELL		$45.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: SUN CITY, CA					FYTD:	$3,579.33
DUVAL, ROBERTA	217738	06/24/2013	JUN-2013	INSTRUCTOR SVCS-CPR CLASS		$191.20
Remit to: SUN CITY, CA					FYTD:	$3,579.33
E.R. BLOCK PLUMBING & HEATING, INC.	9578	06/10/2013	112020	BACKFLOW DEVICE TESTING-NPDES-ADDL.WORK		$1,160.64
Remit to: RIVERSIDE, CA					FYTD:	$93,221.98
E.R. BLOCK PLUMBING & HEATING, INC.	9628	06/17/2013	112058	REPLACED STOLEN BACKFLOW-ZONE E-1		$17,784.48
			1120951	REPLACED STOLEN BACKFLOW-T16769		
			112182	REPLACED BACKFLOW-T16769		
			112060	REPLACED STOLEN BACKFLOW-ZONE E-15		
			112428	INSTALL BACKFLOW REPAIR KITS-PARKS-BAY AVE		
			112061	REPLACED STOLEN BACKFLOW-T22371		
			112365	BACKFLOW DEVICE TESTS-VRS LOCATIONS		
			112425	REPLACED STOLEN BACKFLOW-T19141		
			112184	REPLACED BACKFLOW-T27526		
			1120941	REPLACED STOLEN BACKFLOW-T20525		
			112183	REPLACED BACKFLOW-ZONE E-2		
			112097	REPLACED STOLEN BACKFLOW-T19852		
Remit to: RIVERSIDE, CA					FYTD:	$93,221.98
EASTERN MUNICIPAL WATER DISTRICT	217547	06/10/2013	MAY-13 6/10/13	WATER CHARGES		$9,816.35

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: PERRIS, CA					FYTD:	$1,504,961.70
EDDIE GARCIA	217657	06/17/2013	1044545	REFUND MEMORIAL DAY FORTBALL TOURNAMENT		$202.00
Remit to: MORENO VALLEY, CA					FYTD:	$202.00
EDGELANE MOBILE PARK	9661	06/24/2013	MAY 2013	REFUND-UTILITY USER TAX EXEMPTIONS		$15.09
Remit to: LOS ANGELES, CA					FYTD:	$175.59
EGGERSTEN, ANNE	217493	06/03/2013	130601	RETIREE MED JUNE '13		$255.43
Remit to: RANCHO MIRAGE, CA					FYTD:	$3,134.73
ENCO UTILITY SERVICES MORENO VALLEY LLC	9629	06/17/2013	40-221-15	WORK AUTHORIZATION 40-221		$13,360.51
			40-285-02	WORK AUTHORIZATION 40-285-02		
			40-273A-08	WORK AUTHORIZATION 40-273A-08		
			40-284-03	WORK AUTHORIZATION 40-284		
			40-254B-11	ENCO FEES FOR PROFESSIONAL SERVICES - CACTUS/NASON		
			40-287-02	WORK AUTHORIZATION 40-287		
			40-247B-07	WORK AUTHORIZATION 40-247B		
			40-257B-03	WORK AUTHORIZATION 40-257B		
			40-256B-11	ENCO FEES FOR PROFESSIONAL SERVICES - CACTUS/NASON		
			40-280A-01	WORK AUTHORIZATION 40-280A		
Remit to: ANAHEIM, CA					FYTD:	$2,361,112.79
ERICICA JAMES	217526	06/03/2013	1040733	REFUND FOR PICNIC SHELTER		$64.00
Remit to: MORENO VALLEY, CA					FYTD:	$64.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
ESGIL CORPORATION	9474	06/03/2013	04133387	PLAN CHECK SVCS-B&S-APR13		$1,297.50
Remit to: SAN DIEGO, CA					FYTD:	$5,160.07
ESI ACQUISITION, INC.	9630	06/17/2013	INV10271	WEB EOC PROF/MAPR SOFTWARE SUPPRT-TECH SVCS		$8,800.00
Remit to: AUGUSTA, GA					FYTD:	$8,800.00
ESQUIVEK GUILLERMO	217659	06/17/2013	1047398	REFUND FOR SOCCER MEETING 23724		$100.00
Remit to: HEMET, CA					FYTD:	$100.00
EVANS ENGRAVING & AWARDS	9579	06/10/2013	50713-2	EMPLOYEE RETIREMENT PLAQUES-PARK MAINT		$151.20
			41813-9	PLANNING COMMISSIONER NAME PLATES		
			52113-21	PLANNING COMMISSIONER PLAQUE		
			82813-25	SERVICE AWARDS-EMPLOYEE OF THE QTR		
Remit to: MORENO VALLEY, CA					FYTD:	$2,886.92
EXCEL LANDSCAPE, INC	217614	06/17/2013	76763	LANDSCAPE MAINT-NPDES WQCB-ADDL WORK		$17,580.64
			76766	LANDSCAPE MAINT-ZONE E-7 ADDL WORK		
			76765	LANDSCAPE MAINT-ZONE E-7 ADDL WORK		
			76764	LANDSCAPE MAINT-ZONE E-7 ADDL WORK		
			76820	LANDSCAPE MAINT-NPDES WQCB-MAY13		
			76813	LANDSCAPE MAINT-ZONE E-7-MAY13		
			76488	LANDSCAPE MAINT-WQCB		
Remit to: CORONA, CA					FYTD:	$119,253.28
FAITH HANG	217660	06/17/2013	1036168	REFUND JUNIOR TENNIS		$79.00

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City of Moreno Valley
Payment Register
For Period 6/1/2013 through 6/30/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$79.00
FEENSTRA, JOHN	9499	06/03/2013	130601	RETIREE MED JUNE '13		$361.25
Remit to: REDLANDS, CA					FYTD:	$3,973.75
FIRST AMERICAN CORE LOGIC, INC.	9475	06/03/2013	80846172	ACCESS TO REALQUEST ONLINE IMAGING		$300.00
Remit to: SANTA ANA, CA					FYTD:	$7,680.00
FIRST AMERICAN CORE LOGIC, INC.	217461	06/03/2013	80846174	ACCESS TO REALQUEST ONLINE IMAGING		$340.00
Remit to: DALLAS, TX					FYTD:	$7,680.00
FIRST CAL INDUSTRIAL LLC	217678	06/17/2013	CK#210484	REISSUE UNCLAIMED CK#210484 DTD 12/5/11		$4,702.20
Remit to: EL SEGUNDO, CA					FYTD:	$4,702.20
FIRST CHOICE SERVICES	9476	06/03/2013	524835	EMPLOYEE PAID COFFEE SVC-TS ANNEX		$107.01
Remit to: ONTARIO, CA					FYTD:	$8,771.03
FIRST CHOICE SERVICES	9580	06/10/2013	524849	EMPLOYEE PAID COFFEE SVC-CITY HALL		$181.01
Remit to: ONTARIO, CA					FYTD:	$8,771.03
FIRST CHOICE SERVICES	9631	06/17/2013	526275	EMPLOYEE PAID COFFEE SVC-CITY HALL		$433.81
			526272	EMPLOYEE PAID COFFEE SVC-CITY HALL		
			525800	EMPLOYEE PAID COFFEE SVC-CITY HALL		
Remit to: ONTARIO, CA					FYTD:	$8,771.03
FIRST CHOICE SERVICES	9664	06/24/2013	526264	EMPLOYEE PAID COFFEE SVC-CITY YARD		$77.28

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: ONTARIO, CA					FYTD:	$8,771.03
FIRST INDUSTRIAL, LP	217601	06/10/2013	CFD#7-IA2	REFUND-CFD#7-IMPROVEMENT AREA #2 TRUST ACCT. CLOSED		$2,550.50
Remit to: EL SEGUNDO, CA					FYTD:	$2,550.50
FIRST INDUSTRIAL, LP	217679	06/17/2013	CK#210485	REISSUE UNCLAIMED CK#210485 DTD 12/5/11		$4,684.20
Remit to: EL SEGUNDO, CA					FYTD:	$4,684.20
FOSTER, NANCY A.	9500	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: GRASS VALLEY, CA					FYTD:	$3,506.03
FOSTER, ZACHARY F.	9501	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: GRASS VALLEY, CA					FYTD:	$2,868.57
FR/CAL MORENO VALLEY, LLC	217589	06/10/2013	B1001939	REFUND-UNUSED DEPOSIT-T&M PROJ-NANDINA DIST. CTR & PLAN CK FEES		$12,090.28
Remit to: LOS ANGELES, CA					FYTD:	$12,090.28
FRANCHISE TAX BOARD	217462	06/03/2013	2013-00000107	1015 - GARNISHMENT - CREDITOR %*		$311.03
Remit to: SACRAMENTO, CA					FYTD:	$7,844.68
FRANCHISE TAX BOARD	217615	06/17/2013	2013-00000112	1015 - GARNISHMENT - CREDITOR %		$290.00
Remit to: SACRAMENTO, CA					FYTD:	$7,844.68
G/M BUSINESS INTERIORS, INC.	217463	06/03/2013	0094211-IN	ANNEX 1 RECONFIGURATON-FURNITURE PARTS		$4,987.52
Remit to: RIVERSIDE, CA					FYTD:	$224,259.55
G/M BUSINESS INTERIORS, INC.	217548	06/10/2013	0093512-IN	DELIVER/SETUP OF RENTAL FURNITURE AT ANNEX 4		$21,936.98

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City of Moreno Valley
Payment Register
For Period 6/1/2013 through 6/30/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$224,259.55
GABRIELA CERVANTES	217650	06/17/2013	P13-035	REFUND-CANCELLED PLANNING APPLICATION		$666.40
Remit to: MORENO VALLEY, CA					FYTD:	$666.40
GALLS INC., INLAND UNIFORM	9665	06/24/2013	317365	UNIFORMS-PARK RANGERS		$729.97
Remit to: PASADENA, CA					FYTD:	$5,763.20
GARDNER COMPANY, INC.	217464	06/03/2013	1854	HVAC PREVENTIVE MAINT-LIBRARY-2ND QTR		$1,375.00
Remit to: MURRIETA, CA					FYTD:	$5,620.79
GENERAL SECURITY SERVICES, INC.	9477	06/03/2013	173935	SECURITY SVCS-CITY HALL 5/13-5/16/13		$429.52
			173937	SECURITY SVCS-LIBRARY 5/18/13		
Remit to: WILMINGTON, CA					FYTD:	$53,863.33
GENERAL SECURITY SERVICES, INC.	9581	06/10/2013	173924	SECURITY SVCS-SENIOR CTR RENTALS-5/18/13		$1,576.19
			173996	SECURITY SVCS-CRC 5/20-5/23/13		
			173999	SECURITY SVCS-LIBRARY-5/25/13		
			173980	SECURITY SVCS-TOWNGATE-5/25/13		
			173995	SECURITY SVCS-CITY HALL 5/20-5/23/13		
			173998	SECURITY SVCS-SENIOR CTR RENTALS-5/19/13		
			173921	SECURITY SVCS-TOWNGATE-5/18/13		
			174035	SECURITY SVCS-CRC SPECIAL EVENTS 5/24/13		
			173936	SECURITY SVCS-CRC 5/13-5/16/13		

MV00213403

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: WILMINGTON, CA					FYTD:	$53,863.33
GENERAL SECURITY SERVICES, INC.	9632	06/17/2013	174060	SECURITY SVCS-LIBRARY 6/1/13		$813.02
			174042	SECURITY SVCS-TOWNGATE-6/1/13		
			173997	SECURITY SVCS-MVU 5/20-5/23/13		
			174059	SECURITY SVCS-CITY HALL 5/28-5/30/13		
			174097	SECURITY SVCS-CRC SPECIAL EVENTS 6/1/13		
Remit to: WILMINGTON, CA					FYTD:	$53,863.33
GENERAL SECURITY SERVICES, INC.	9666	06/24/2013	174147	SECURITY SVCS-LIBRARY 6/6/13 & 6/8/13		$552.24
			174145	SECURITY SVCS-CITY HALL 6/3-6/6/13		
Remit to: WILMINGTON, CA					FYTD:	$53,863.33
GEO PLASTICS, INC.	217549	06/10/2013	64844	DRAINER CONTAINERS 11 QT		$9,999.04
Remit to: LOS ANGELES, CA					FYTD:	$14,995.83
GIBBS, GIDEN, LOCHER,TURNER, SENET & WITTBRODT LLP	9478	06/03/2013	219346-005	LEGAL SERVICES - CITYWIDE SIDEWALKS (GOLDEN STATE CONSTRUCTORS)		$1,535.76
			219816-001	LEGAL SERVICES-GENERAL		
Remit to: LOS ANGELES, CA					FYTD:	$245,815.09
GIBBS, GIDEN, LOCHER,TURNER, SENET & WITTBRODT LLP	9667	06/24/2013	219816-005	LEGAL SERVICES - SR-60/NASON		$3,550.69
			219816-002	LEGAL SERVICES - SUNNYMEAD (EXCEL)		
Remit to: LOS ANGELES, CA					FYTD:	$245,815.09

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
GLOBAL POWER GROUP, INC.	9583	06/10/2013	28941	CONSTRUCTION CONTRACT - EOC GENERATOR		$14,434.03
Remit to: LAKESIDE, CA					FYTD:	$329,918.95
GLOBALSTAR USA, LLC	217703	06/24/2013	1000000004038454	MOBILE SATELLITE TELEPHONE SERVICE FOR PD MCC		$653.75
Remit to: LOS ANGELES, CA					FYTD:	$653.75
GONZALES, DOMILENA R.	9502	06/03/2013	130601	RETIREE MED MAY '13, PD JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,187.30
GRAVES & KING, LLP	217550	06/10/2013	1304-0009442	LEGAL SERVICES-MV1261		$7,529.23
			1304-0009459	LEGAL SERVICES-MV1329		
Remit to: RIVERSIDE, CA					FYTD:	$12,612.13
GRESHAM SAVAGE NOLAN & TILDEN	217551	06/10/2013	264791	LEGAL SERVICES-MAR13		$4,417.53
			266197	LEGAL SERVICES-APR13		
Remit to: SAN BERNARDINO, CA					FYTD:	$16,237.79
GRIFFIN, MARLENE C	9503	06/03/2013	130601	RETIREE MED JUNE '13		$255.43
Remit to: GREEN VALLEY, AZ					FYTD:	$3,126.23
GRUBE, PATTY	217515	06/03/2013	4/24/13 MILEAGE	MILEAGE REIMBURSEMENT - NUTRITION EDUCATION PARTNERSHIP FORUM		$33.90
Remit to: MORENO VALLEY, CA					FYTD:	$280.21
GRUBER POWER SERVICES	217607	06/10/2013	139804	UPS POWER SYSTEM-ANNUAL MAINTENANCE		$5,474.00
Remit to: PHOENIX, AZ					FYTD:	$5,474.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
GUILLAN, REBECCA S.	9504	06/03/2013	130601	RETIREE MED MAY '13, PD JUNE '13		$297.39
Remit to: ADVANCE, NC					FYTD:	$3,126.85
GUTIERREZ, ROBERT	9505	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: LA VERNE, CA					FYTD:	$3,506.03
HAMLIN, WILLIAM R.	9506	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: BEAUMONT, CA					FYTD:	$3,506.03
HANES, MARTIN D.	9507	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
HARDING, JOHN	217495	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: BANNING, CA					FYTD:	$3,506.03
HATFIELD, CHARLES	9508	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: LAS VEGAS, NV					FYTD:	$3,506.03
HDL COREN & CONE	217465	06/03/2013	0019214-IN	CONTRACT SVCS-PROPERTY TAX - APR-JUN13		$4,387.50
Remit to: DIAMOND BAR, CA					FYTD:	$20,635.16
HDL COREN & CONE	217704	06/24/2013	0018744-IN	CONTRACT SVCS-PROPERTY TAX - OCT-DEC 2012		$8,775.00
			0018957-IN	CONTRACT SVCS-PROPERTY TAX - JAN-MAR 2013		
Remit to: DIAMOND BAR, CA					FYTD:	$20,635.16
HDR ENGINEERING, INC.	217552	06/10/2013	72311-B	CONSULTING SERVICES, ENGINEERING - CACTUS/NASON		$3,944.75

MV00213406

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: IRVINE, CA					FYTD:	$10,723.34
HDR ENGINEERING, INC.	217616	06/17/2013	79424-B	CONSULTING SERVICES, ENGINEERING - CACTUS/NASON		$2,865.28
Remit to: IRVINE, CA					FYTD:	$10,723.34
HEFFLEY, ROSS W.	9509	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: HEMET, CA					FYTD:	$3,506.03
HERRICK, ROBERT D.	217497	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
HIGHLAND FAIRVIEW	217530	06/03/2013	T&M PA07-0091	REFUND-TIME & MATERIALS EXCESS DEPOSIT-CLOSED ACCT		$950.68
Remit to: MORENO VALLEY, CA					FYTD:	$950.68
HILLTOP GEOTECHNICAL, INC.	9633	06/17/2013	14047	PHASE I ENVIRONMENTAL ASSESSMENT		$2,700.00
Remit to: SAN BERNARDINO, CA					FYTD:	$18,588.50
HOGARD, JOHN T.	9510	06/03/2013	130601	RETIREE MED JAN-MAR '13, PD JUNE '13		$300.00
Remit to: CORONA, CA					FYTD:	$1,600.00
HOLLY LOGUE	217662	06/17/2013	R13-060652	AS REFUND-RABIES & S/N DEPOSITS		$95.00
Remit to: LOS ANGELES, CA					FYTD:	$95.00
HOLT, ANITRA N	217498	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: CLERMONT, FL					FYTD:	$1,593.65
HONDA YAMAHA OF REDLANDS	9584	06/10/2013	18588	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		$715.48

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: REDLANDS, CA					FYTD:	$25,074.11
HOUSER, EDITH E.	217499	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
HUNTER ESQUIBEL	217654	06/17/2013	1036169	REFUND ELECTRIC GUITAR AND BASS		$52.00
Remit to: MORENO VALLEY, CA					FYTD:	$52.00
ICMA RETIREMENT CORP	9612	06/14/2013	2013-00000115	8030 - DEF COMP 457 - ICMA		$15,791.11
Remit to: BALTIMORE, MD					FYTD:	$263,127.46
ICMA RETIREMENT CORP	9698	06/28/2013	2013-00000131	8030 - DEF COMP 457 - ICMA		$15,791.11
Remit to: BALTIMORE, MD					FYTD:	$263,127.46
ICR DOORS	9585	06/10/2013	648	REPAIRS TO ANNEX 1 ROLL UP DOORS		$1,787.00
Remit to: UPLAND, CA					FYTD:	$8,828.97
IES COMMERCIAL, INC	9668	06/24/2013	99099	ANNEX 1 MVU-LOBBY DOOR ELECTRIFIED HARDWARE		$2,679.84
Remit to: TEMPE, AZ					FYTD:	$22,949.06
IL SORRENTO MOBILE PARK	217553	06/10/2013	APRIL 2013	REFUND-UUT FOR EXEMPT RESIDENTS		$79.65
Remit to: MORENO VALLEY, CA					FYTD:	$1,232.36
INLAND EMPIRE MAGAZINE	217554	06/10/2013	INV33992	AD PLACEMENT FOR BALLROOM AT CRC-JUN13 ISSUE		$895.00
Remit to: RIVERSIDE, CA					FYTD:	$5,385.00
INSIDE PLANTS, INC.	217617	06/17/2013	47142	INDOOR PLANT MAINT-CRC-JUN13		$320.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: CORONA, CA					FYTD:	$3,840.00
ISG INFRASYS	217705	06/24/2013	38419	REPAIR THERMAL IMAGING CAMERA-FS#91		$537.59
Remit to: LAWRENCEVILLE, GA					FYTD:	$1,695.36
J D H CONTRACTING	9479	06/03/2013	052913-01	DOOR INSTALLATION AT CITY HALL		$3,362.00
Remit to: RIVERSIDE, CA					FYTD:	$143,761.90
J D H CONTRACTING	9586	06/10/2013	042913-02	INSTALL ADA DRINKING FOUNTAIN AT WESTON PARK		$6,967.00
			042913-01	INSTALL DRINKING FOUNTAIN AT JFK PARK		
			053113-01	CONSTRUCTION REPAIRS-WESTON PARK		
Remit to: RIVERSIDE, CA					FYTD:	$143,761.90
J D H CONTRACTING	9669	06/24/2013	060513-01	CONSTRUCTION REPAIRS-WESTON PARK		$2,110.00
			051013-02	INDEPENDANT CONTRACTOR - MORRISON PARK FS		
Remit to: RIVERSIDE, CA					FYTD:	$143,761.90
JACK HENRY & ASSOCIATES	217618	06/17/2013	1438257	PROFIT STARS MONTHLY SERVICE FEES		$306.15
Remit to: MONETT, MO					FYTD:	$3,364.45
JACQUELINE ALLEE	217673	06/17/2013	MV2120106023	REFUND-CITATION OVERPAYMENT		$288.00
Remit to: RIVERSIDE, CA					FYTD:	$288.00
JESSICA GARRARD	217590	06/10/2013	R13-061890	AS REFUND-TRAP		$50.00
Remit to: MORENO VALLEY , CA					FYTD:	$50.00
JOEY HARDIE	217681	06/17/2013	MV3120619002	REFUND-CITATION OVERPAYMENT		$115.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$115.00
JOHN W. STRICKLER	9550	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: SAN BERNARDINO, CA					FYTD:	$3,187.30
JOHNNY TAN	217671	06/17/2013	R13-062801	AS REFUND-TRAP DEPOSIT		$50.00
Remit to: MORENO VALLEY , CA					FYTD:	$50.00
JONES III, JOSEPH	217516	06/03/2013	3/14/13-4/30/13	MILEAGE REIMBURSEMENT		$199.45
			1/2/13-3/12/13	MILEAGE REIMBURSEMENT		
Remit to: FONTANA, CA					FYTD:	$448.10
JONES, SUSAN	9511	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
JORRY KEITH	217517	06/03/2013	MAY-2013	INSTRUCTOR SVCS-COMIC BOOK CREATION CLASS		$144.00
Remit to: FONTANA, CA					FYTD:	$1,303.20
JORRY KEITH	217739	06/24/2013	JUN-2013	INSTRUCTOR SVCS-COMIC BOOK CREATION CLASS		$175.20
Remit to: FONTANA, CA					FYTD:	$1,303.20
JOSE RODRIGUEZ	217527	06/03/2013	ACCT 7008963-03	SOLAR INCENTIVE REBATE		$9,954.00
Remit to: MORENO VALLEY, CA					FYTD:	$9,954.00
JOYCE NELSON	217595	06/10/2013	R13-062474	AS REFUND-SPAY/NEUTER DEPOSIT		$75.00
Remit to: YORBA LINDA , CA					FYTD:	$75.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
JUDY NGA KWAN	217661	06/17/2013	RCT#0329424	REFUND-CANCELLED CERT CLASS		$15.00
Remit to: CORONA , CA					FYTD:	$15.00
KATRINA DENSON	217677	06/17/2013	MV2120508024	REFUND-CITATION OVERPAYMENT		$107.00
Remit to: MORENO VALLEY, CA					FYTD:	$107.00
KELLY BRINTLE	217675	06/17/2013	MV2111223046	REFUND-CITATION OVERPAYMENT		$115.00
Remit to: SHAFTER, CA					FYTD:	$115.00
KELLY ROSE	217597	06/10/2013	R13-062065	AS REFUND-ADOPT,VACS,CHIP,LICENSE		$82.00
Remit to: MORENO VALLEY, CA					FYTD:	$82.00
KEN'S TREE SERVICE	217591	06/10/2013	BL#03661-YR2013	REFUND OF OVERPAYMENT FOR B/L#03661		$72.00
Remit to: LAKEVIEW, CA					FYTD:	$72.00
KEPLER, JANELLE	9670	06/24/2013	JUN-2013	INSTRUCTOR SVCS-CHEERLEADING CLASS		$512.40
Remit to: RIVERSIDE, CA					FYTD:	$5,706.40
KING, PATRICIA A.	217500	06/03/2013	130601	RETIREE MED JUNE '13		$210.74
Remit to: LAS VEGAS, NV					FYTD:	$2,621.64
KOLB, CHARLES E.	9512	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
KOLLAR, KYLE	9513	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
KUPSAK, STEVE	9514	06/03/2013	130601	RETIREE MED APR '13, PD JUNE '13		$318.73
Remit to: CEDAR GLEN, CA					FYTD:	$3,506.03
KYLE, GARY M.	9515	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: PRESCOTT VALLEY, AZ					FYTD:	$3,506.03
KYONJO GANIBE	217655	06/17/2013	1036072	REFUND FOR ENGLISH AS A SECOND LANGUAGE		$112.00
Remit to: MORENO VALLEY, CA					FYTD:	$112.00
LA FOLLETTE, JOHNSON, DE HAAS, FESLER & AMES	217466	06/03/2013	273044	LEGAL SERVICES-RE: M. ESCOBAR		$126.00
Remit to: LOS ANGELES, CA					FYTD:	$89,066.05
LAFATA, JOSEPHINE	9516	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
LATITUDE GEOGRAPHICS	217706	06/24/2013	201300500	GIS SOFTWARE & SERVICES-M5 (FINAL)		$19,863.97
Remit to: VICTORIA, BC					FYTD:	$103,272.90
LAWYERS TITLE INC	217619	06/17/2013	00647419	PRELIMINARY REPORT PACKAGE - NORTHEAST FS		$550.00
Remit to: NEWPORT BEACH, CA					FYTD:	$239,862.50
LEIVAS, INC. DBA. LEIVAS LIGHTING	9635	06/17/2013	236158	LANDSCAPE LIGHTING INSPECTION-ZONE E7-MAY13		$25.00
Remit to: RIVERSIDE, CA					FYTD:	$5,787.64
LEWIS BRISBOIS BISGAARD & SMITH LLP	217620	06/17/2013	1183478	LEGAL SERVICES-CASE#RIC533180		$10,285.94

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: LOS ANGELES, CA					FYTD:	$18,294.73
LEWIS, CAROLYN S.	9517	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MIDLAND, TX					FYTD:	$3,506.03
LEXISNEXIS PRACTICE MGMT.	9636	06/17/2013	1305081469	ONLINE RESEARCH TOOLS-MAY13		$1,180.00
Remit to: LOS ANGELES, CA					FYTD:	$14,760.00
LIEBERT, CASSIDY, WHITMORE	217621	06/17/2013	164584	LEGAL SERVICES/MO140-00001		$3,575.00
			164585	LEGAL SERVICES/MO140-00011		
			05222013	WORKSHOP REGISTRATION-4/11/13		
Remit to: LOS ANGELES, CA					FYTD:	$30,514.82
LINDA SCHESCHY	217528	06/03/2013	ACCT 7013550-02	SOLAR INCENTIVE REBATE		$14,000.00
Remit to: MORENO VALLEY, CA					FYTD:	$14,000.00
LINDO, HERMINA G.	9518	06/03/2013	130601	RETIREE MED APRIL '13 TRI&MED, PD JUNE '13		$127.34
Remit to: TITUSVILLE, FL					FYTD:	$1,890.56
LOGAN, CHARLES	9519	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: LAS VEGAS, NV					FYTD:	$3,506.03
LONGDYKE, DENNIS	9520	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: BEAUMONT, CA					FYTD:	$3,506.03
LORENA CASAS	217649	06/17/2013	1047604	REFUND AKAI KEMPO		$47.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$47.00
LORIE NATZIC	217664	06/17/2013	R13-058867	AS REFUND-S/N DEPOSIT		$75.00
Remit to: MURRIETA, CA					FYTD:	$75.00
LOS ANGELES COUNTY AUDITOR CONTROLLER	217707	06/24/2013	13ME0332	GSR KITS ANALYZED		$1,068.00
Remit to: LOS ANGELES, CA					FYTD:	$1,068.00
LUMLEY, ROBERT C.	9521	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
MAGNUM BREEZE II, INC/WOODCREST VEH CTR	9671	06/24/2013	12882	INSTALLATION OF INSULATION IN SET SURVEILLANCE VEHICLE		$2,895.72
Remit to: RIVERSIDE, CA					FYTD:	$2,895.72
MALCOLM SMITH MOTORCYCLES, INC.	9587	06/10/2013	100061659	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		$2,471.30
			100061654	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		
Remit to: RIVERSIDE, CA					FYTD:	$40,348.45
MALCOLM SMITH MOTORCYCLES, INC.	9672	06/24/2013	100065569	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES		$1,053.00
Remit to: RIVERSIDE, CA					FYTD:	$40,348.45
MARCH JOINT POWERS AUTHORITY	217555	06/10/2013	0027758	GAS CHARGES-BLDG 938-APR13		$5.37
			0027754	GAS CHARGES-BLDG 823-APR13		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RIVERSIDE, CA					FYTD:	$75.99
MARGARET BRIGGS	217585	06/10/2013	1045055	REFUNDS FOR RENTALS		$781.50
Remit to: MORENO VALLEY, CA					FYTD:	$781.50
MARICRUZ BERNABE	217674	06/17/2013	MV3120810003	REFUND-CITATION OVERPAYMENT		$65.00
Remit to: MORENO VALLEY, CA					FYTD:	$65.00
MARINA LANDSCAPE, INC	9673	06/24/2013	8216051300	LANDSCAPE MAINT-ZONE E-1/E-1A-MAY13		$5,733.34
Remit to: ANAHEIM, CA					FYTD:	$92,398.64
MARIO MORENO	217593	06/10/2013	R13-062227	AS REFUND-ADOPT,VACCINES,MICROCHIP		$67.00
Remit to: MENIFEE, CA					FYTD:	$67.00
MARTIN & CHAPMAN CO.	217622	06/17/2013	2013073	CONSULTING FEES INCLUDING ELECTION MANUAL		$512.05
Remit to: ANAHEIM, CA					FYTD:	$512.05
MATHIS, NOLAN	9522	06/03/2013	130601	RETIREE MED APR '13, PD JUNE '13		$298.20
Remit to: JACKSON, KY					FYTD:	$3,151.40
MATT/LISSETTE TERRILL	217598	06/10/2013	R13-060183	AS REFUND-SPAY/NEUTER DEPOSIT		$75.00
Remit to: MORENO VALLEY, CA					FYTD:	$75.00
MATTHEW HINOTE	217525	06/03/2013	7011276-04	SOLAR INCENTIVE REBATE		$14,000.00
Remit to: MORENO VALLEY, CA					FYTD:	$14,000.00
MAXINOSKI, SUE A.	9523	06/03/2013	130601	RETIREE MED JUNE '13		$318.73

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: AVINGER, TX					FYTD:	$3,506.03
MEEKS, DANIEL	9674	06/24/2013	060613	SPORTS OFFICIATING SERVICES		$120.00
			060213	SPORTS OFFICIATING SERVICES		
Remit to: PERRIS, CA					FYTD:	$1,540.00
MERCHANTS LANDSCAPE SERVICES INC	9675	06/24/2013	40294	LANDSCAPE LIGHTING MAINT-ZONE E3-ADDL WORK-MAY13		$19,208.76
			40117	LANDSCAPE MAINT-ZONE E8, E14, E15 & E12-MAY13		
			40293	LANDSCAPE MAINT-ZONE E12-ADDL WORK-MAY13		
			40118	LANDSCAPE LIGHTING MAINT-ZONE E3 & E3A-MAY13		
Remit to: Santa Ana, CA					FYTD:	$232,852.89
MESSIN, LOUIS	9524	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: BULLHEAD CITY, AZ					FYTD:	$3,506.03
METZ, RANDALL	217740	06/24/2013	SPRING 2013	TUITION REIMBURSEMENT		$1,500.00
Remit to: ARCADIA, CA					FYTD:	$2,111.50
MILES, ROBERT	9525	06/03/2013	130601	RETIREE MED JUNE '13		$146.32
Remit to: MORENO VALLEY, CA					FYTD:	$2,007.87
MINARD, MARK E.	9526	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: REDLANDS, CA					FYTD:	$3,506.03
MISTRETTA, ARTHUR	217623	06/17/2013	041813	SPORTS OFFICIATING SERVICES-SOFTBALL		$60.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$960.00
MOLLICA, MIKE	9527	06/03/2013	130601	RETIREE MED JUNE '13		$401.42
Remit to: DUNNELLON, FL					FYTD:	$4,415.62
MONTGOMERY PLUMBING INC	217467	06/03/2013	052113	PLUMBING SVCS-ANIMAL SHELTER		$852.50
			052013	REPLACED TWO FAUCETS-SENIOR CTR		
Remit to: MORENO VALLEY, CA					FYTD:	$16,551.25
MONTGOMERY PLUMBING INC	217556	06/10/2013	052213	PLUMBING SVCS-ANIMAL SHELTER		$375.00
Remit to: MORENO VALLEY, CA					FYTD:	$16,551.25
MORA, PATRICIA A.	9528	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
MORENO VALLEY CHAMBER OF COMMERCE	217518	06/03/2013	3731	WAKE-UP MEETING ATTENDANCE-5/22/13		$45.00
Remit to: MORENO VALLEY, CA					FYTD:	$20,615.00
MORENO VALLEY CITY EMPLOYEES ASSOC.	9618	06/14/2013	2013-00000123	8710 - MVCEA EMPLOYEE DUES*		$1,369.00
Remit to: MORENO VALLEY, CA					FYTD:	$36,185.00
MORENO VALLEY CITY EMPLOYEES ASSOC.	9699	06/28/2013	2013-00000132	8710 - MVCEA EMPLOYEE DUES		$1,369.00
Remit to: MORENO VALLEY, CA					FYTD:	$36,185.00
MORENO VALLEY GATEWAY, LLC	9638	06/17/2013	2177	LEASE-SUITES 5-9/ESA ANNEX-JUL13		$17,142.59

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
MORENO VALLEY GATEWAY, LLC	9638	06/17/2013	2175	LEASE-FACILITIES ANNEX-JUL13		$17,142.59
			2176	LEASE-T/S ANNEX-JUL13		
Remit to: SAN JUAN CAPISTRANO, CA					FYTD:	$205,711.08
MORGAN, LISA A.	9529	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MENTONE, CA					FYTD:	$3,506.03
MOTOPORT USA	217708	06/24/2013	140424	NEW MOTOR UNIFORMS-PD		$7,877.52
Remit to: SAN MARCOS, CA					FYTD:	$11,529.68
MTGL, INC	9676	06/24/2013	0047042	CONSULTING SERVICES, GEOTECHNICAL - CITYWIDE PAVEMENT		$4,305.00
			0045054	CONSULTING SERVICES, GEOTECHNICAL - CITYWIDE PAVEMENT		
			0045055	CONSULTING SERVICES, GEOTECHNICAL - ALESSANDRO BLVD. IMP		
Remit to: ANAHEIM, CA					FYTD:	$21,920.00
MVBFSA	217594	06/10/2013	MVBFSA 1038029	REFUNDS FOR RENTALS		$500.00
Remit to: MORENO VALLEY, CA					FYTD:	$500.00
NATIONWIDE RETIREMENT SOLUTIONS CP	9613	06/14/2013	2013-00000117	8020 - DEF COMP PST - NATIONWIDE		$2,825.88
Remit to: COLUMBUS, OH					FYTD:	$737,316.85
NATIONWIDE RETIREMENT SOLUTIONS CP	9702	06/28/2013	2013-00000135	8020 - DEF COMP PST - NATIONWIDE		$2,576.96
Remit to: COLUMBUS, OH					FYTD:	$737,316.85
NAVARRETTE, RALPH	9530	06/03/2013	130601	RETIREE MED JUNE '13		$146.32

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: RANCHO CUCAMONGA, CA					FYTD:	$2,007.87
NAVCO NETWORKS & SECURITY	9588	06/10/2013	340504	REPAIR OF DVR LOCATED IN PATROL SGT. OFFICE		$578.05
Remit to: ANAHEIM, CA					FYTD:	$2,279.89
NELSON, ROBERT	9531	06/03/2013	130601	RETIREE MED JUNE '13		$255.43
Remit to: ONTARIO, CA					FYTD:	$3,134.73
NELSON, RUTH L.	9532	06/03/2013	130601	RETIREE MED JUNE '13		$173.37
Remit to: PERRIS, CA					FYTD:	$1,869.27
NEUSTAEDTER, CRAIG S	217501	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: IRVINE, CA					FYTD:	$3,506.03
NEW WORLD SYSTEMS, CORP	9639	06/17/2013	027805	LOGOS SOFTWARE ESCROW ANNUAL FEE		$1,102.00
Remit to: TROY, MI					FYTD:	$223,074.71
NEXUS IS, INC.	9640	06/17/2013	JC630051	CISCO 6500 48-PORT 10/100/1000 RJ45 MODULE		$18,948.02
			JC629919	CISCO FIREWALL FOR PD SURVEILLANCE AND TMS		
Remit to: VALENCIA, CA					FYTD:	$116,750.54
NIEBURGER, JUDITH A.	217502	06/03/2013	130601	RETIREE MED JUNE '13		$401.42
Remit to: MORENO VALLEY, CA					FYTD:	$4,415.62
NIELSEN LLC, CLARITAS	217557	06/10/2013	2090530	ANNUAL RENEWAL FOR SITEREPORTS.COM 5/20/13 - 5/19/14		$3,090.00
Remit to: CHARLOTTE, NC					FYTD:	$3,090.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
NINYO & MOORE GEOTECHNICAL	9677	06/24/2013	173138	CONSULTING SERVICES, GEOTECHNICAL - SR-60/MB PH I	$14,968.32
			172245	CONSULTING SERVICES, GEOTECHNICAL - SIP KENTLAND, WILSON, KINNY	
Remit to: SAN DIEGO, CA				FYTD:	$122,870.57
NUBIA FLORES	217524	06/03/2013	1043626	REFUND FOR TOWNGATE DEPOSIT	$200.00
Remit to: MORENO VALLEY, CA				FYTD:	$200.00
OLIVIER PRUD'HOMME	217644	06/17/2013	306 a	SOULSOMATIK BAND-6/21/13 CONCERT AT TOWNGATE PARK	$1,200.00
Remit to: STUDIO CITY, CA				FYTD:	$1,500.00
OVERLAND PACIFIC & CUTLER, INC.	9589	06/10/2013	1303239	RELOCATION SERVICES-MYERS AVE. PROJECT	$520.00
Remit to: LONG BEACH, CA				FYTD:	$57,235.75
PACIFIC SAFETY CENTER	9641	06/17/2013	431	ANNUAL MEMBERSHIP RENEWAL-SAFETY TRAINING PROGRAM	$3,670.00
			69709	HAZWOPER 8 HOUR & TRAFFIC CTRL & FLAGGER SAFETY CLASSES-APRIL'13	
Remit to: SAN DIEGO, CA				FYTD:	$5,620.00
PAINTING BY ZEB BODE	9480	06/03/2013	132305	CITY HALL 2ND FLOOR RENOVATION WORK-PAINT, PATCH, SAND WALLS	$8,890.50
			132804 a	PAINTING OF 2 ONE THOUSAND GAL. ABOVE GROUND FUEL STORAGE TANKS	
Remit to: NORCO, CA				FYTD:	$56,003.50
PAINTING BY ZEB BODE	9590	06/10/2013	132405	TOUCH UP PAINTING AT TOWNGATE COMMUNITY CENTER	$650.00
Remit to: NORCO, CA				FYTD:	$56,003.50

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
PAINTING BY ZEB BODE	9642	06/17/2013	130611	PAINTING AT CITY HALL-ACCENT COLOR IN ARCH WAYS		$800.00
Remit to: NORCO, CA					FYTD:	$56,003.50
PARSONS TRANSPORTATION GROUP, INC.	9693	06/27/2013	1306A245	ENGINEERING SERVCIES - SR-60/NASON OC		$375.55
Remit to: IRVINE, CA					FYTD:	$1,198,847.37
PATTERSON, ALFREY	217503	06/03/2013	130601	RETIREE MED JUNE '13		$146.32
Remit to: MORENO VALLEY, CA					FYTD:	$2,007.87
PEDLEY SQUARE VETERINARY CLINIC	9591	06/10/2013	APR-2013	VETERINARY SERVICES FOR MV ANIMAL SHELTER		$8,898.00
Remit to: RIVERSIDE, CA					FYTD:	$76,176.25
PERRY, NORMA	9533	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: LOCKEFORD, CA					FYTD:	$3,506.03
PERS LONG TERM CARE PROGRAM	217468	06/03/2013	2013-00000092	4720 - PERS LONG TERM CARE		$458.63
Remit to: PASADENA, CA					FYTD:	$11,465.75
PERS LONG TERM CARE PROGRAM	217625	06/17/2013	2013-00000113	4720 - PERS LONG TERM CARE		$458.63
Remit to: PASADENA, CA					FYTD:	$11,465.75
PERS RETIREMENT	9565	06/06/2013	P130510a	PERS RETIREMENT - CLASSIC		$9,342.18
Remit to: SACRAMENTO, CA					FYTD:	$6,282,891.10
PERS RETIREMENT	9566	06/06/2013	P130510b	PERS RETIREMENT - PEPRA		$2,481.21

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: SACRAMENTO, CA					FYTD:	$6,282,891.10
PERS RETIREMENT	9696	06/21/2013	P130524a	PERS RETIREMENT - CLASSIC		$8,086.47
Remit to: SACRAMENTO, CA					FYTD:	$6,282,891.10
PERS RETIREMENT	9697	06/21/2013	P130524b	PERS RETIREMENT - PEPRA		$3,537.01
Remit to: SACRAMENTO, CA					FYTD:	$6,282,891.10
PERS RETIREMENT	9855	06/30/2013	P130607a	PERS RETIREMENT - CLASSIC		$7,761.22
Remit to: SACRAMENTO, CA					FYTD:	$6,282,891.10
PERS RETIREMENT	9856	06/30/2013	P130607b	PERS RETIREMENT - PEPRA		$3,545.98
Remit to: SACRAMENTO, CA					FYTD:	$6,282,891.10
PLUMMER, TED	217742	06/24/2013	101	SOUND SYSTEMS FOR JULY 4, 2013 PARADE		$650.00
Remit to: MORENO VALLEY, CA					FYTD:	$650.00
POUNDS, NANCY	9534	06/03/2013	130601	RETIREE MED MAY '13, PD JUNE '13		$318.73
Remit to: BOISE, ID					FYTD:	$3,187.30
POWELL CONSTRUCTORS, INC.	9621	06/10/2013	W130603	RETENTION RELEASE PER ESCROW AGREEMENT		$22,773.70
Remit to: FONTANA, CA					FYTD:	$4,212,952.02
PRICE, GEORGE E.	9535	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
PROQUEST CSA	217470	06/03/2013	US10003693	RENEWAL OF SIRS DATABASES FOR 2013 FOR THE LIBRARY		$2,505.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: CHIGAGO, IL					FYTD:	$2,505.00
PSOMAS	217710	06/24/2013	89197	CONSULTING SERVICES, SURVEY - SR-60/NASON OC		$24,152.36
Remit to: SANTA ANA, CA					FYTD:	$137,850.77
PTM GENERAL ENGINEERING SERVICES, INC.	217711	06/24/2013	043013121	CONSTRUCTION CONTRACT RELEASE OF RETENTION		$8,903.82
Remit to: RIVERSIDE, CA					FYTD:	$178,076.33
PULLIAM, TRENT D.	9536	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MISSION VIEJO, CA					FYTD:	$3,506.03
QUALITY BOOKS, INC.	217558	06/10/2013	170974	CHILREN'S SPANISH BOOKS FOR THE LIBRARY-BACKORDER		$35.86
Remit to: OREGON, IL					FYTD:	$667.32
RAIMI & ASSOCIATES, INC	217606	06/10/2013	13-640	HIGHWAY 60 CORRIDOR STUDY (PA13-0003)		$12,992.50
Remit to: BERKELEY, CA					FYTD:	$12,992.50
RAY SIKES	217670	06/17/2013	1047208	REFUND ADULT SOFTBALL LEAGUE		$477.00
Remit to: MORENO VALLEY, CA					FYTD:	$477.00
RAY-RAMIREZ, DARCY L.	217504	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: RIVERSIDE, CA					FYTD:	$3,506.03
RBF CONSULTING, INC.	9481	06/03/2013	12090507	CONSULTING SERVICES, ENGINEERING - ALESSANDRO MEDIAN		$1,340.30
Remit to: IRVINE, CA					FYTD:	$93,079.63
RBF CONSULTING, INC.	9679	06/24/2013	848276	CONSULTING SERVICES, ENGINEERING - CACTUS/NASON		$1,202.95

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: IRVINE, CA					FYTD:	$93,079.63
REBECCA CHIAVETTA	217586	06/10/2013	R13-062323	AS REFUND-MICROCHIP REFUND		$16.00
Remit to: MORENO VALLEY, CA					FYTD:	$16.00
RECORDED BOOKS	217471	06/03/2013	74610825	AUDIOBOOK FOR LIBRARY CIRCULATION		$165.92
			74597566	AUDIOBOOK FOR LIBRARY CIRCULATION		
			74596066	AUDIOBOOK FOR LIBRARY CIRCULATION		
			74596063	AUDIOBOOK FOR LIBRARY CIRCULATION		
Remit to: BALTIMORE, MD					FYTD:	$1,010.25
RECORDED BOOKS	217559	06/10/2013	74712133	AUDIOBOOKS FOR LIBRARY CIRCULATION		$344.15
			74601537	AUDIOBOOK FOR LIBRARY CIRCULATION		
			74691400	AUDIOBOOKS FOR LIBRARY CIRCULATION		
			74692919	SALES TAX ON EAR BUDS FOR AUDIOBOOKS		
			74708625	AUDIOBOOK FOR LIBRARY CIRCULATION		
			74596279	AUDIOBOOK REPLACEMENT CDS FOR LIBRARY		
Remit to: BALTIMORE, MD					FYTD:	$1,010.25
RENE ALVAREZ	217646	06/17/2013	B130000	REFUND-80% BUILDING PERMIT FEE		$515.75
Remit to: RIVERSIDE, CA					FYTD:	$515.75
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	9643	06/17/2013	10991173	LINENS RENTAL FOR CRC		$106.70
			10986000	LINENS RENTAL FOR CRC & SPECIAL EVENTS		
Remit to: LOS ANGELES, CA					FYTD:	$1,777.13

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
RHA LANDSCAPE ARCHITECTS-PLANNERS	217626	06/17/2013	0513013	SHADOW MOUNTAIN PARK RAMP MODIFICATION DESIGN PROJ-REIMB EXPENSE	$1,846.70
			0513012	SHADOW MOUNTAIN PARK RAMP MODIFICATION DESIGN SERVICES	
Remit to: RIVERSIDE, CA				FYTD:	$5,276.70
RHONDA MAUTNER	217663	06/17/2013	R13-061610	AS REFUND-ADOPT,VACCINES,CHIP,LIC,RABIES DEP	$102.00
Remit to: MORENO VALLEY, CA				FYTD:	$102.00
RICK ENGINEERING COMPANY	9644	06/17/2013	0031497	CONSULTING SERVICES, SURVEY - SIP KENTLAND WILSON KINNY	$1,080.00
Remit to: RIVERSIDE, CA				FYTD:	$197,576.96
RICK HARTMANN	217496	06/03/2013	130601	RETIREE MED JUNE '13	$318.73
Remit to: SAN DIMAS, CA				FYTD:	$2,868.57
RIDGE MORENO VALLEY, LLC	217602	06/10/2013	CFD#4-INFRA	REFUND-CFD#4-INFRASTRUCTURE TRUST ACCT. CLOSED	$1,194.50
Remit to: LONG BEACH, CA				FYTD:	$1,194.50
RIGHTWAY SITE SERVICES, INC.	217714	06/24/2013	724609	PORTABLE RESTROOMS-EQUESTRIAN CENTER	$381.30
			724608	PORTABLE RESTROOM-COTTONWOOD GOLF COURSE	
Remit to: LAKE ELSINORE, CA				FYTD:	$6,053.81
RIVERSIDE COUNTY DEPARTMENT OF HEALTH	217627	06/17/2013	HS0000004109	RABIES TESTS-ANIMAL SVCS	$100.00
Remit to: RIVERSIDE, CA				FYTD:	$1,656.00
RIVERSIDE COUNTY FIRE DEPARTMENT	217472	06/03/2013	231574	CONSTRUCTION SUPPORT COSTS - FIRE STATION #99	$3,378.19

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: PERRIS, CA					FYTD:	$6,757.77
RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT)	217473	06/03/2013	9990023000-1304	800-MHZ RADIO MONTHLY LEASE		$189.90
Remit to: RIVERSIDE, CA					FYTD:	$25,373.87
RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT)	217715	06/24/2013	SR315577	MATERIAL FOR MVPD - MONITOR ROOM		$1,503.90
Remit to: RIVERSIDE, CA					FYTD:	$25,373.87
RIVERSIDE COUNTY SHERIFF CIVIL DIVISION-WEST	217474	06/03/2013	2013-00000093	1015 - GARNISHMENT - CREDITOR %		$156.56
Remit to: RIVERSIDE, CA					FYTD:	$6,192.38
RLZ ENGINEERING	9593	06/10/2013	513	CONSULTING SERVICES, PROJECT MANAGEMENT		$11,475.00
Remit to: CORONA, CA					FYTD:	$17,287.50
ROCHA, SARA L.	9537	06/03/2013	130601	RETIREE MED MAR-MAY '13 & JUNE-AUG '13 MEDI, PD JUNE '13		$814.20
Remit to: QUEEN CREEK, AZ					FYTD:	$3,031.30
RODRIGO DELGADILLO	217653	06/17/2013	7009561-05	SOLAR INCENTIVE REBATE		$11,191.50
Remit to: MORENO VALLEY, CA					FYTD:	$11,191.50
ROGER WOLFSON	217600	06/10/2013	R13-062182	AS REFUND- RABIES & S/N DEPOSITS		$95.00
Remit to: LOS ANGELES, CA					FYTD:	$95.00
ROGERS, EUGENE	9538	06/03/2013	130601	RETIREE MED JUNE '13		$318.73

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: PEBBLE BEACH, CA					FYTD:	$3,506.03
ROSEEN, ROBERT	217582	06/10/2013	SPRING 2013	TUITION REIMBURSEMENT		$1,500.00
Remit to: REDLANDS, CA					FYTD:	$1,677.50
ROSEEN, ROBERT	217583	06/10/2013	4/9-4/11/13	TRAVEL PER DIEM - NAB 2013 SHOW/COUNCIL EQUIP UPGRADE RESEARCH		$177.50
Remit to: REDLANDS, CA					FYTD:	$1,677.50
ROSENOW SPEVACEK GROUP (RSG, INC.)	217560	06/10/2013	0029076	ELIGIBILITY REVIEW - ARANA		$325.00
Remit to: SANTA ANA, CA					FYTD:	$13,873.98
ROSENOW SPEVACEK GROUP (RSG, INC.)	217628	06/17/2013	0028998	NSP ELIGIBILITY REVIEW SERVICES		$490.00
Remit to: SANTA ANA, CA					FYTD:	$13,873.98
ROSS, DAVID T.	9539	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
ROSSON, LOUIS A.	9540	06/03/2013	130601a	RETIREE MED APR-MAY '13, PD JUNE '13		$366.37
			130601	RETIREE MED JUNE '13		
Remit to: PERRIS, CA					FYTD:	$3,116.21
RUSSO, JOHN	9541	06/03/2013	130601	RETIREE MED JUNE '13		$146.32
Remit to: RANCHO MIRAGE, CA					FYTD:	$2,007.87
RUTH ROBLEDO	217667	06/17/2013	R13-060181	AS REFUND-S/N DEPOSIT		$75.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$75.00
RYMAX ELECTRIC, INC.	217603	06/10/2013	3434	REPAIR SPORTS LIGHTS AND REPLACE LAMPS AT MORRISON PARK		$5,117.57
Remit to: UPLAND, CA					FYTD:	$9,967.57
SAFEWAY SIGN CO.	9482	06/03/2013	94027	TRAFFIC SIGNS, POSTS, HARDWARE		$3,072.82
Remit to: ADELANTO, CA					FYTD:	$23,214.45
SALVATION ARMY	217561	06/10/2013	2013-01	CDBG PROGRAM REIMB. FOR FOOD PANTRY PROGRAM		$6,366.00
Remit to: MORENO VALLEY, CA					FYTD:	$11,366.00
SARAH ORTIZ	217596	06/10/2013	R13-061851	AS REFUND-ADOPT,VACCINES,MICROCHIP		$67.00
Remit to: MENIFEE, CA					FYTD:	$67.00
SCHIEFELBEIN, LORI C.	217505	06/03/2013	130601	RETIREE MED MAY '13, PD JUNE '13		$318.73
Remit to: BULLHEAD CITY, AZ					FYTD:	$17,819.78
SCHIEFELBEIN, LORI C.	217629	06/17/2013	MAY 2013	CONSULTANT SVCS-ROTATIONAL TOW PROGRAM		$948.75
Remit to: BULLHEAD CITY, AZ					FYTD:	$17,819.78
SCHUMAN, MICHAEL	9542	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: RIVERSIDE, CA					FYTD:	$3,506.03
SCOTT FAZEKAS & ASSOCIATES, INC	217475	06/03/2013	16653	PLAN CHECK SERVICES FOR BLDG & SAFETY DEPT.		$9,770.67
			16692	PLAN CHECK SERVICES FOR BLDG & SAFETY DEPT.		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: IRVINE, CA					FYTD:	$13,818.67
SECRETARY OF STATE - STMT OF INFO UNIT	217519	06/03/2013	NOTARY EXAM	NOTARY PUBLIC EXAM FEE FOR KARYN KIEFER		$40.00
Remit to: SACRAMENTO, CA					FYTD:	$100.00
SECTRAN SECURITY, INC	217716	06/24/2013	13060637 - ENT	ARMORED TRANSPORT SERVICES-MV UTILITY		$477.00
			13060637 - PR	ARMORED TRANSPORT SERVICES-PARKS & COMM. SVCS		
			13060637 - CH	ARMORED TRANSPORT SERVICES-CITY HALL		
Remit to: LOS ANGELES, CA					FYTD:	$5,724.00
SHARRETT, SHARON K.	9543	06/03/2013	130601	RETIREE MED JUNE '13		$173.37
Remit to: ONTARIO, CA					FYTD:	$1,869.27
SHEANIA COLEMAN	217651	06/17/2013	1045041	REFUND FOR SUMMER YOUTH BASKETBALL		$70.00
Remit to: MORENO VALLEY, CA					FYTD:	$70.00
SHELDON, STUART H.	217506	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MURRIETA, CA					FYTD:	$3,506.03
SHELL OIL CO.	217476	06/03/2013	065159196305	FUEL PURCHASE-M&O TREE CREW		$19.52
Remit to: COLUMBUS, OH					FYTD:	$22,333.75
SHELL OIL CO.	217562	06/10/2013	090043845305	FUEL PURCHASES-SPEC. DISTRICTS STAFF		$80.00
Remit to: COLUMBUS, OH					FYTD:	$22,333.75
SHELL OIL CO.	217717	06/24/2013	065124489306	FUEL PURCHASES-PD MOTORCYCLES		$1,821.17

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: COLUMBUS, OH					FYTD:	$22,333.75
SHERRY BROWN	217532	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$318.73
SKY PUBLISHING	217563	06/10/2013	13_4_105	1/2 PAGE SHOP MOVAL ADVERTISEMENT/JUNE 27-29 ISSUE		$857.00
Remit to: MORENO VALLEY, CA					FYTD:	$62,056.00
SKY PUBLISHING	217630	06/17/2013	13_4_107	YOUR VILLA MAGAZINE 1/2 PAGE AD - USED OIL RECYCLING LOCATIONS		$1,680.00
			13_4_106	YOUR VILLA MAGAZINE 1/2 PAGE AD - BOTTLES AND CANS RECYCLING		
Remit to: MORENO VALLEY, CA					FYTD:	$62,056.00
SLAGERMAN, SUSAN A.	9544	06/03/2013	130601	RETIREE MED APRIL-MAY '13, PD JUNE '13		$637.46
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
SLOVER, JASON	217520	06/03/2013	6/10-6/13/13	TRAVEL PER DIEM FOR DRUG IMPAIRED DRIVER TRAINING COURSE		$130.00
Remit to: MORENO VALLEY, CA					FYTD:	$130.00
SMITH, MARIA A.	9545	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
SOCO GROUP, INC	9646	06/17/2013	696240	FUEL FOR CITY VEHICLES & EQUIPMENT		$7,109.52
Remit to: PERRIS, CA					FYTD:	$373,580.48
SOPHIA BOBADILLA	217523	06/03/2013	1043620	REFUND FOR TOWNGATE DEPOSIT		$200.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$200.00
SOUTH COAST AIR QUALITY MGMT DISTRICT	217631	06/17/2013	2595892	AQMD "HOT SPOTS" PROGRAM FEE-CITY HALL (07/2012-06/2013)		$233.22
			2610787	AQMD "HOT SPOTS" PROGRAM FEE-FIRE ST. #99 (07/2012-06/2013)		
Remit to: DIAMOND BAR, CA					FYTD:	$4,229.37
SOUTH COAST AIR QUALITY MGMT DISTRICT	217718	06/24/2013	2610828	AQMD "HOT SPOTS" PROGRAM FEE-CRC (07/2012-06/2013)		$116.61
Remit to: DIAMOND BAR, CA					FYTD:	$4,229.37
SOUTHERN CALIFORNIA EDISON 1	217478	06/03/2013	MAY-13 6/3/13	ELECTRICITY		$6,111.56
Remit to: ROSEMEAD, CA					FYTD:	$3,146,869.57
SOUTHERN CALIFORNIA EDISON 1	217564	06/10/2013	MAY-13 6/10/13	ELECTRICITY		$5,461.06
Remit to: ROSEMEAD, CA					FYTD:	$3,146,869.57
SOUTHERN CALIFORNIA GAS CO.	217633	06/17/2013	MAY-2013	GAS CHARGES		$4,154.72
Remit to: MONTEREY PARK, CA					FYTD:	$63,301.51
SPARKLETTS	217634	06/17/2013	7364596 060213	BOTTLED WATER/SVC-CREEKSIDE ELEMENTARY "A CHILD'S PLACE"		$44.31
			7363683 060213	BOTTLED WATER/SVC-ARMADA ELEMENTARY "A CHILD'S PLACE"		
			7364551 052313	BOTTLED WATER/SVC-SUNNYMEAD ELEMENTARY "A CHILD'S PLACE"		
Remit to: DALLAS, TX					FYTD:	$1,141.36
SPARKLETTS	217720	06/24/2013	7387294 060713	BOTTLED WATER/SVC-COTTONWOOD GOLF COURSE		$5.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: DALLAS, TX					FYTD:	$1,141.36
SPECK, GARY B.	9546	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
SPENCER, MARTHA	9547	06/03/2013	130601	RETIREE MED JUNE '13		$146.32
Remit to: MORENO VALLEY, CA					FYTD:	$2,007.87
SPRINT	9595	06/10/2013	634235346-033	CELLULAR PHONE SVC FOR PD SET		$631.15
			417544340-078	CELLULAR PHONE SVC FOR PD GTF		
Remit to: CAROL STREAM, IL					FYTD:	$9,348.89
SPRINT	217721	06/24/2013	LCI-171257	CELLULAR TECH EXTRACTION & LOCATOR SVCS		$30.00
Remit to: KANSAS CITY, MO					FYTD:	$9,348.89
STANDARD INSURANCE CO	217521	06/03/2013	130601	SUPPLEMENTAL INSURANCE		$1,916.13
Remit to: PORTLAND, OR					FYTD:	$376,006.03
STANLEY CONVERGENT SECURITY SOLUTNS, INC	9596	06/10/2013	10113674	ALARM SYSTEM MONITORING SVCS-TS ANNEX		$1,049.91
			10106339	ALARM SYSTEM MONITORING SVCS-ANNEX 1 BLDG (FIRE ALARM)		
			10137617	ALARM SYSTEM MONITORING SVCS-ANNEX 1 BLDG (BURGLAR ALARM)		
Remit to: PALATINE, IL					FYTD:	$49,613.89
STATE BOARD OF EQUALIZATION 1	9847	06/20/2013	053113	SALES & USE TAX 5/1/13 TO 6/15/13		$2,540.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: SACRAMENTO, CA					FYTD:	$26,069.12
STATE DISBURSEMENT UNIT	9614	06/14/2013	2013-00000118	1005 - GARNISHMENT - CHILD SUPPORT*		$2,091.06
Remit to: WEST SACRAMENTO, CA					FYTD:	$57,287.98
STATE DISBURSEMENT UNIT	9701	06/28/2013	2013-00000134	1005 - GARNISHMENT - CHILD SUPPORT*		$2,192.67
Remit to: WEST SACRAMENTO, CA					FYTD:	$57,287.98
STATE OF CALIF. DEPT OF TRANSPORTATION	217750	06/27/2013	EA 32301	EQUIPMENT FOR TRAFFIC SIGNAL - SR-60/MB		$1,299.49
Remit to: SAN BERNARDINO, CA					FYTD:	$21,299.49
STATE OF CALIFORNIA DEPT. OF JUSTICE	217566	06/10/2013	920419	FINGERPRINTING SVCS FOR VOLUNTEERS		$608.00
			904800	FINGERPRINTING SVCS FOR VOLUNTEERS		
			889585	FINGERPRINTING SVCS FOR VOLUNTEERS		
Remit to: SACRAMENTO, CA					FYTD:	$36,729.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	217635	06/17/2013	968398 (HR)	FINGERPRINTING SVCS-HR DEPT/EMPLOYMENT RELATED		$640.00
Remit to: SACRAMENTO, CA					FYTD:	$36,729.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	217722	06/24/2013	973220	FINGERPRINTING SVCS-PD		$1,619.00
			968398 (ERF)	FINGERPRINTING SVCS-VOLUNTEER SVCS/ERF		
Remit to: SACRAMENTO, CA					FYTD:	$36,729.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	217723	06/24/2013	968398 (C. PTRL)	FINGERPRINTING SVCS-CITZ. PATROL VOLUNTEERS		$128.00

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: SACRAMENTO, CA					FYTD:	$36,729.00
STENO SOLUTIONS TRANSCRIPTION SVCS., IN	9682	06/24/2013	42534	TRANSCRIPTION SERVICES FOR PD		$3,486.72
			42550	TRANSCRIPTION SERVICES FOR PD		
Remit to: CORONA, CA					FYTD:	$31,583.68
STEVE SALAIZ	217743	06/24/2013	JUN-2013	INSTRUCTOR SVCS-TAE KWON DO CLASS		$39.00
Remit to: MIRA LOMA, CA					FYTD:	$273.00
STEWART, CLIFFORD	9548	06/03/2013	130601	RETIREE MED JUNE '13		$210.74
Remit to: GLENDALE, AZ					FYTD:	$2,621.64
STILES ANIMAL REMOVAL, INC.	217567	06/10/2013	101548	LARGE ANIMAL CARCASS REMOVAL		$150.00
Remit to: GUASTI, CA					FYTD:	$900.00
STK ARCHITECTURE, INC.	9484	06/03/2013	19770	ANNEX 1 REDESIGN & RENOVATION PROJECT REIMBURSABLES		$1,468.69
Remit to: TEMECULA, CA					FYTD:	$243,599.28
STK ARCHITECTURE, INC.	9648	06/17/2013	19774	CONSULTING SERVICES, DESIGN - CITY 2ND LEVEL		$12,977.71
			19772	CONSULTING SERVICES, DESIGN - CITY HALL 2ND LEVEL		
			19737	CONSULTING SERVICES, DESIGN - CITY HALL 2ND LEVEL		
			19771	CONSULTING SERVICES, DESIGN - CITY HALL 2ND LEVEL		
Remit to: TEMECULA, CA					FYTD:	$243,599.28
STK ARCHITECTURE, INC.	9683	06/24/2013	19803	CONSULTING SERVICES, DESIGN - CITY HALL 2ND LEVEL		$10,070.96
			19717	CONSULTING SERVICES, DESIGN - FS NO. 6 STORAGE		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
STK ARCHITECTURE, INC.	9683	06/24/2013	19718	CONSULTING SERVICES, DESIGN - FS NO. 6 STORAGE		$10,070.96
			19775	CONSULTING SERVICES, DESIGN - FS NO. 6 STORAGE		
			19805	CONSULTING SERVICES, DESIGN - CITY HALL 2ND LEVEL		
			19804	CONSULTING SERVICES, DESIGN - CITY HALL 2ND LEVEL		
			19776	CONSULTING SERVICES, DESIGN - FS NO. 6 STORAGE		
Remit to: TEMECULA, CA					FYTD:	$243,599.28
STRADLING, YOCCA, CARLSON & RAUTH	9684	06/24/2013	280110-0032	LEGAL SERVICES		$2,744.48
			280109-0031	LEGAL SERVICES		
Remit to: NEWPORT BEACH, CA					FYTD:	$106,063.91
STREICH, TERRY L.	9549	06/03/2013	130601	RETIREE MED VSP JUNE '13, PD JUNE '13		$30.33
Remit to: MORENO VALLEY, CA					FYTD:	$2,193.21
STRICKLER ASSOCIATION, THE	9597	06/10/2013	4900	SURPLUS PROPERTY CONSULTING SERVICES		$1,162.50
Remit to: SAN BERNARDINO, CA					FYTD:	$18,314.98
STRICKLER ASSOCIATION, THE	9685	06/24/2013	4800	CONSULTANT SVCS-HABITAT FOR HUMANITY PROJECT		$97.50
Remit to: SAN BERNARDINO, CA					FYTD:	$18,314.98
SUNNYMEAD ACE HARDWARE	217480	06/03/2013	49026	MISC. SUPPLIES FOR FIRE STATION		$34.51
			51426	MISC. SUPPLIES FOR FIRE STATION 48-3 KEYS FOR STATION		
Remit to: MORENO VALLEY, CA					FYTD:	$1,623.03
SUNNYMEAD ACE HARDWARE	217568	06/10/2013	51791	MISC. SUPPLIES FOR PD		$43.13
			51721	MISC. SUPPLIES FOR PD		

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$1,623.03
SUNNYMEAD ACE HARDWARE	217724	06/24/2013	51812	MISC. SUPPLIES FOR PD		$28.57
			51801	MISC. SUPPLIES FOR PD		
			51802	MISC. SUPPLIES FOR PD		
Remit to: MORENO VALLEY, CA					FYTD:	$1,623.03
SUNNYMEAD ANIMAL HOSPITAL	217725	06/24/2013	247556	VETERINARY CARE/SVCS FOR PATROL K-9 IVAN		$30.00
Remit to: MORENO VALLEY, CA					FYTD:	$307.50
TAMARA PITMAN	217666	06/17/2013	R13-061543	AS REFUND-RABIES (2) & S/N DEPOSITS		$115.00
Remit to: LOS ANGELES, CA					FYTD:	$115.00
TAX COMPLIANCE SERVICES	217481	06/03/2013	2012-2013 STMT10	UUT AUDIT & CONSULTING SERVICES		$5,000.00
Remit to: THOUSAND OAKS, CA					FYTD:	$55,000.00
TAYLER GRANT	217658	06/17/2013	1047049	REFUND PEE WEE TBALL AND JR TBALL		$132.00
Remit to: MORENO VALLEY, CA					FYTD:	$132.00
TERRI BILTON	217648	06/17/2013	489104	REFUND DOG TRAINING		$77.00
Remit to: MORENO VALLEY, CA					FYTD:	$77.00
THE PENWORTHY COMPANY	9598	06/10/2013	259856	CHILDREN'S BOOKS FOR THE LIBRARY		$398.23
Remit to: MILWAUKEE, WI					FYTD:	$2,179.76
THERMAL COMBUSTION INNOVATORS	217482	06/03/2013	107713	BIOHAZARD MEDICAL WASTE DISPOSAL SVCS FOR ANIMAL SHELTER		$88.03

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: COLTON, CA					FYTD:	$1,033.29
THINK TOGETHER, INC.	217672	06/17/2013	1049032	REFUND FOR TOWNGATE DEPOSIT		$200.00
Remit to: MORENO VALLEY, CA					FYTD:	$200.00
THOMAS/KAYLENE ALVAREZ	217584	06/10/2013	R13-062421	AS REFUND-TRAP DEPOSIT		$50.00
Remit to: MORENO VALLEY, CA					FYTD:	$50.00
THOMPSON COBURN LLP	9485	06/03/2013	2528626	LEGAL SVCS FOR MVU		$33.50
Remit to: WASHINGTON, DC					FYTD:	$7,370.48
TIME WARNER CABLE	217483	06/03/2013	031518001 5/3/13	CABLE TV SERVICE FOR COTTONWOOD GOLF COURSE		$61.90
Remit to: CORONA, CA					FYTD:	$123.80
TIME WARNER CABLE	217636	06/17/2013	031518001 6/1/13	CABLE TV SERVICE FOR COTTONWOOD GOLF COURSE		$61.90
Remit to: PITTSBURGH, PA					FYTD:	$123.80
TIME WARNER CABLE 2	217484	06/03/2013	8448400551506863	CABLE/BROADBAND SERVICE FOR FIRE ST. 58 TRAINING ROOM		$401.46
Remit to: CITY OF INDUSTRY, CA					FYTD:	$602.19
TIME WARNER CABLE 2	217726	06/24/2013	6/5/13 STMT	CABLE/BROADBAND SVC-FIRE ST. 58 TRNG RM-ACCT #8448400551506863		$200.73
Remit to: CITY OF INDUSTRY, CA					FYTD:	$602.19
TIMOTHY BROWN	217746	06/24/2013	00009538	REFUND DUPLICATE PAYMENT		$88.26
Remit to: REDLANDS, CA					FYTD:	$88.26

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
TIMOTHY CARROLL	217580	06/10/2013	4/9-4/11/13	MILEAGE & PER DIEM-NAB 2013 SHOW/COUNCIL EQUIP UPGRADE RESEARCH		$460.00
Remit to: LA HABRA, CA					FYTD:	$460.00
TKE ENGINEERING INC	217637	06/17/2013	2012-261	CONSULTING SERVICES, ENGINEERING - DRACAEA/PERRIS TO PATRICIA		$1,220.00
Remit to: RIVERSIDE, CA					FYTD:	$4,122.50
TMAD TAYLOR & GAINES ENGINEERS	217485	06/03/2013	00077726	GRANT APPLICATION ASSISTANCE - HIGHWAY BRIDGE MAINTENANCE		$10,000.00
Remit to: PASADENA, CA					FYTD:	$48,046.40
TMAD TAYLOR & GAINES ENGINEERS	217727	06/24/2013	00078107	PROFESSIONAL ENGINEERING SERVICES - EOC GENERATOR		$24,446.40
			00080535	PROFESSIONAL ENGINEERING SERVICES - EOC GENERATOR		
			00080501	PROFESSIONAL ENGINEERING SERVICES - CITY HALL EXTERIOR IMP.		
Remit to: PASADENA, CA					FYTD:	$48,046.40
TR DESIGN GROUP, INC.	9599	06/10/2013	1755	ARCHITECTURAL SERVICES-PD BALLISTIC GLASS PROJECT REIMBURSABLES		$6,198.35
			1754	ARCHITECTURAL SERVICES-PD BALLISTIC GLASS PROJECT		
Remit to: RIVERSIDE, CA					FYTD:	$32,317.50
TRICHE, TARA	217744	06/24/2013	JUN-2013	INSTRUCTOR SVCS-DANCE CLASSES		$1,998.00
Remit to: MORENO VALLEY, CA					FYTD:	$26,402.40
TROPICAL PLAZA NURSERY, INC.	9600	06/10/2013	M51866	LANDSCAPE MAINT.-ZONE E-2		$6,101.66

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: VILLA PARK, CA					FYTD:	$119,246.27
TROPICAL PLAZA NURSERY, INC.	9687	06/24/2013	M52028	LANDSCAPE MAINT.-ZONE E-2		$21,080.90
			M51955	ANNUAL WEED ABATEMENT-HIDDEN SPRINGS/ZONE E-2		
			M51972	LANDSCAPE WORK-4' BUFFER ZONE BEHIND HOMES-ZONE E-2/PASEO AREAS		
			M51977	IRRIGATION REPAIRS-ZONE E-2		
Remit to: VILLA PARK, CA					FYTD:	$119,246.27
TROY ALARM INC.	217728	06/24/2013	51411	FIRE ALARM SERVICES - MORRISON PARK FS		$366.00
Remit to: RIVERSIDE, CA					FYTD:	$366.00
TWRITE, INC.	217729	06/24/2013	13-0129	WEBMASTER SERVICES-COMPLEX PROGRAMMING FOR CSD LOOK UP		$14,133.75
			13-0128	WEBMASTER SERVICES-CITY WEBSITE MAINTENANCE		
			13-0127	WEBMASTER SERVICES-CITY WEBSITE MAINTENANCE		
Remit to: RIVERSIDE, CA					FYTD:	$14,133.75
U.S. HEALTHWORKS MEDICAL GROUP	217570	06/10/2013	2271876-CA	EMPLOYMENT DOT/DRUG SCREENING EXAMS		$230.00
			2279278-CA	EMPLOYMENT DOT/DRUG SCREENING EXAMS		
Remit to: LOS ANGELES, CA					FYTD:	$3,844.26
UNDERGROUND SERVICE ALERT	9688	06/24/2013	520130443 d	DIGALERT TICKETS SUBSCRIPTION SERVICE		$439.50
			520130443 a	DIGALERT TICKETS SUBSCRIPTION SERVICE		
			520130443 b	DIGALERT TICKETS SUBSCRIPTION SERVICE		
			520130443 c	DIGALERT TICKETS SUBSCRIPTION SERVICE		

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: CORONA, CA					FYTD:	$4,911.00
UNION BANK OF CALIFORNIA 1	217571	06/10/2013	806111	INVESTMENT SAFEKEEPING SERVICES		$291.67
Remit to: SAN DIEGO, CA					FYTD:	$3,242.70
UNITED ROTARY BRUSH CORP	9486	06/03/2013	275423	STREET SWEEPER REPAIR PARTS		$916.38
			275443	STREET SWEEPER BROOM KITS/RECONDITIONING		
Remit to: ESCONDIDO, CA					FYTD:	$36,691.73
UNITED ROTARY BRUSH CORP	9602	06/10/2013	27558	STREET SWEEPER BROOM KITS/RECONDITIONING		$2,746.89
			275540	STREET SWEEPER REPAIR PARTS		
			275543	STREET SWEEPER REPAIR PARTS		
			275572	STREET SWEEPER BROOM KITS/RECONDITIONING & REPAIR PARTS		
Remit to: ESCONDIDO, CA					FYTD:	$36,691.73
UNITED ROTARY BRUSH CORP	9650	06/17/2013	275613	STREET SWEEPER BROOM KITS/RECONDITIONING & REPAIR PARTS		$1,012.30
Remit to: ESCONDIDO, CA					FYTD:	$36,691.73
UNITED WAY OF INLAND VALLEYS	217486	06/03/2013	2013-00000094	8720 - UNITED WAY		$261.00
Remit to: RIVERSIDE, CA					FYTD:	$9,187.00
UNITED WAY OF INLAND VALLEYS	217638	06/17/2013	2013-00000114	8720 - UNITED WAY		$261.00
Remit to: RIVERSIDE, CA					FYTD:	$9,187.00
UNIVAR USA, INC	217572	06/10/2013	RV565913	AG CHEMICALS/FERTILIZER FOR PARKS/CFD #1/CONTRACT AREAS		$4,816.43

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: LOS ANGELES, CA					FYTD:	$16,855.32
URBAN CROSSROADS, INC.	217730	06/24/2013	23917	TUMF NETWORK UPDATE		$6,902.50
			24127	CONSTRUCTION SUPPORT SERVICES - CACTUS/NASON		
			24121	TUMF NETWORK UPDATES		
Remit to: IRVINE, CA					FYTD:	$21,460.00
USA MOBILITY/ARCH WIRELESS	9651	06/17/2013	W6218870F	PAGER SERVICE		$34.68
Remit to: SPRINGFIELD, VA					FYTD:	$435.53
VACATE PEST ELIMINATION COMPANY	9603	06/10/2013	41512	PEST CONTROL SERVICE-CONFERENCE & REC CTR		$1,260.00
			41501	PEST CONTROL SERVICE-TOWNGATE COMM. CTR.		
			41503	PEST CONTROL SERVICE-UTILITY FIELD OFFICE		
			41373	PEST CONTROL SERVICE-FIRE ST. #91		
			41500	PEST CONTROL SERVICE-FIRE ST. #48		
			41505	PEST CONTROL SERVICE-FIRE ST. #6		
			41506	PEST CONTROL SERVICE-LIBRARY		
			41507	PEST CONTROL SERVICE-FIRE ST. #58		
			41502	PEST CONTROL SERVICE-FIRE ST. #99		
			41509	PEST CONTROL SERVICE-FIRE ST. #2		
			41682	PEST CONTROL SERVICE-GOLF COURSE PRO SHOP		
			41683	PEST CONTROL SERVICE-CITY HALL		
			41691	PEST CONTROL SERVICE-MARCH FIELD PARK COMM. CTR.		
			41470	PEST CONTROL SERVICE-FIRE ST. #65		
			41508	PEST CONTROL SERVICE-SENIOR CENTER		

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
VACATE PEST ELIMINATION COMPANY	9603	06/10/2013	41692	PEST CONTROL SERVICE-TRANSP. TRAILER		$1,260.00
			41684	PEST CONTROL SERVICE-CITY YARD		
			41690	PEST CONTROL SERVICE-MARCH FIELD BLDG 823		
			41689	PEST CONTROL SERVICE-ANIMAL SHELTER		
			41688	PEST CONTROL SERVICE-ANNEX 1 BLDG		
			41686	PEST CONTROL SERVICE-EOC		
			41685	PEST CONTROL SERVICE-PUBLIC SAFETY BLDG		
Remit to: MORENO VALLEY, CA					FYTD:	$18,485.00
VARIABLE SPEEDS SOLUTIONS INC	9604	06/10/2013	9626	EMERGENCY PUMP REPAIR - TRACT 32625		$2,028.00
			9662	EMERGENCY PUMP REPAIR - ZONE E-14		
Remit to: HUNTINGTON BEACH, CA					FYTD:	$5,543.00
VASQUEZ, CAROL	217507	06/03/2013	130601	RETIREE MED APRIL '13, PD JUNE '13		$318.73
Remit to: RIALTO, CA					FYTD:	$1,593.65
VERIZON	217639	06/17/2013	EQN6913105-13148	BACKBONE COMMUNICATION CHARGES		$1,744.75
Remit to: TRENTON, NJ					FYTD:	$21,102.02
VICTOR MEDICAL CO	217573	06/10/2013	3313687	ANIMAL MEDICAL SUPPLIES/VACCINES		$1,042.76
Remit to: LAKE FOREST, CA					FYTD:	$28,690.51
VIGIL, ERNEST	9551	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
VINCENT, CLARENCE	217508	06/03/2013	130601	RETIREE MED MAY '13, PD JUNE '13		$318.73

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City of Moreno Valley
Payment Register
For Period 6/1/2013 through 6/30/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: MORENO VALLEY, CA					FYTD:	$18,711.79
VISION SERVICE PLAN	9487	06/03/2013	130601	EMPLOYEE VISION INSURANCE		$3,889.20
Remit to: SAN FRANCISCO, CA					FYTD:	$47,025.62
VISTA PAINT CORPORATION	217574	06/10/2013	2013-737815-00	PAINT FOR CITY PARKS		$820.86
			2013-743500-00	PAINT/SUPPLIES FOR EQUESTRIAN CENTER		
Remit to: FULLERTON, CA					FYTD:	$44,805.87
VOYAGER FLEET SYSTEM, INC.	9605	06/10/2013	869211615317	CNG FUEL PURCHASES		$2,348.63
Remit to: HOUSTON, TX					FYTD:	$25,056.67
VOYAGER FLEET SYSTEM, INC.	9652	06/17/2013	869211615321	CNG FUEL PURCHASES		$2,408.13
Remit to: HOUSTON, TX					FYTD:	$25,056.67
VULCAN MATERIALS CO, INC.	217640	06/17/2013	350487	ASPHALTIC MATERIALS		$2,952.42
			365067	ASPHALTIC MATERIALS		
			367578	ASPHALTIC MATERIALS		
			361921	ASPHALTIC MATERIALS		
			354176	ASPHALTIC MATERIALS		
			339264	ASPHALTIC MATERIALS		
			339265	ASPHALTIC MATERIALS		
			350488	ASPHALTIC MATERIALS		
			350486	ASPHALTIC MATERIALS		
			348115	ASPHALTIC MATERIALS		
			345792	ASPHALTIC MATERIALS		

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
VULCAN MATERIALS CO, INC.	217640	06/17/2013	345791	ASPHALTIC MATERIALS		$2,952.42
			341543	ASPHALTIC MATERIALS		
			354175	ASPHALTIC MATERIALS		
Remit to: LOS ANGELES, CA					FYTD:	$24,142.46
WAGGONER JR., GLENN C.	9552	06/03/2013	130601	RETIREE MED APRIL '13, PD JUNE '13		$318.73
Remit to: RIVERSIDE, CA					FYTD:	$3,253.13
WAGNER, GARY D.	9553	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$3,506.03
WAGNER, MARIANNE K	9554	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: MORENO VALLEY, CA					FYTD:	$1,912.38
WAGY, CARYLON	217509	06/03/2013	130601	RETIREE MED MAR-APR '13, PD JUNE '13		$209.80
Remit to: MORENO VALLEY, CA					FYTD:	$2,542.42
WALLER LANSDEN DORTCH & DAVIS LLP	217745	06/24/2013	10503587	LEGAL SERVICES - BOND SAFEGUARD CASE		$602.70
Remit to: NASHVILLE, TN					FYTD:	$602.70
WELLS FARGO CORPORATE	217576	06/10/2013	960138	ANNUAL TRUSTEE FEE-CFD NO. 5 2007 TAX BONDS 5/31/13-5/30/14		$2,000.00
Remit to: MINNEAPOLIS, MN					FYTD:	$8,993,898.70
WEST COAST ARBORISTS, INC.	9653	06/17/2013	88191	TREE TRIMMING SERVICES -VARIOUS LOCATIONS IN THE CITY		$7,980.00
			88192	TREE TRIMMING & REMOVAL SERVICES-PARKS & CONTRACT AREAS		

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CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: ANAHEIM, CA					FYTD:	$125,370.00
WEST PAYMENT CENTER	217487	06/03/2013	827226635	LEGAL LIBRARY PUBLICATIONS UPDATES		$190.08
Remit to: CAROL STREAM, IL					FYTD:	$14,220.60
WESTERN MUNICIPAL WATER DISTRICT	217731	06/24/2013	23821-018258/MAY	WATER CHARGES-MFPCC BLDG 938		$3,403.48
			24753-018620/MAY	WATER CHARGES-MARB BALLFIELDS		
			23821-018257/MAY	WATER CHARGES-MFPCC LANDSCAPE		
			23866-018292/MAY	WATER CHARGES-SKATE PARK		
Remit to: ARTESIA, CA					FYTD:	$29,281.04
WIBERG, CHRISTOPHER	217510	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: ANAHEIM, CA					FYTD:	$3,506.03
WIELIN, RONALD A.	9555	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: BANNING, CA					FYTD:	$3,506.03
WILLDAN FINANCIAL SERVICES	9689	06/24/2013	010-20899	CSD ZONE B BENEFIT ANALYSIS SERVICES		$7,410.00
			010-20888	CSD ZONE B BENEFIT ANALYSIS SERVICES		
Remit to: TEMECULA, CA					FYTD:	$44,418.00
WILLIAMS, JANE L.	9556	06/03/2013	130601	RETIREE MED APR-MAY '13, PD JUNE '13		$391.88
Remit to: GRAND FORKS, ND					FYTD:	$2,003.84
WILLIS, ROBERT H	217732	06/24/2013	060613	SPORTS OFFICIATING SERVICES-SOFTBALL		$120.00
			060213	SPORTS OFFICIATING SERVICES-SOFTBALL		

MV00213445

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
Remit to: PERRIS, CA					FYTD:	$2,220.00
WILSON-BEILKE, DENESE	217511	06/03/2013	130601	RETIREE MED JUNE '13		$318.73
Remit to: GLENDORA, CA					FYTD:	$4,780.95
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.	217578	06/10/2013	6431	SPONSORSHIP OF WRCOG 2013 GENERAL ASSEMBLY & LEADERSHIP ADDRESS		$2,000.00
Remit to: RIVERSIDE, CA					FYTD:	$1,548,207.56
WRCRCA	217641	06/17/2013	MAY-2013 MSHCP	MSHCP FEES COLLECTED FOR MAY 2013		$4,551.93
Remit to: RIVERSIDE, CA					FYTD:	$424,758.06
WURM'S JANITORIAL SERVICES, INC.	9606	06/10/2013	22161	CARPET CLEANING FOR FIRE STATIONS		$2,449.00
Remit to: CORONA, CA					FYTD:	$306,123.06
WURM'S JANITORIAL SERVICES, INC.	9690	06/24/2013	22282	JANITORIAL SVCS-CITY HALL		$23,885.11
			22297	JANITORIAL SVCS-ANNEX 1		
			22296	JANITORIAL SVCS-TOWNGATE COMM. CTR.		
			22294	JANITORIAL SVCS-SUNNYMEAD MIDDLE SCHOOL/ASES (TO 6/7/13)		
			22295	JANITORIAL SVCS-SUNNYMEAD ELEMENTARY FOR "A CHILD'S PLACE"		
			22292	JANITORIAL SVCS-RED MAPLE FOR "A CHILD'S PLACE"		
			22284	JANITORIAL SVCS-CONFERENCE & REC. CTR.		
			22316	SPECIAL CLEANINGS FOR EVENT RENTALS AT CRC		
			22293	JANITORIAL SVCS-SENIOR CENTER		

MV00213446

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
WURM'S JANITORIAL SERVICES, INC.	9690	06/24/2013	22319	OVEN/STOVE CLEANING IN KITCHEN OF CRC GRAND BALLROOM	$23,885.11
			22283	JANITORIAL SVCS-CITY YARD & TRANSP. TRAILER	
			22290	JANITORIAL SVCS-GANG TASK FORCE OFFICE	
			22291	JANITORIAL SVCS-RAINBOW RIDGE FOR "A CHILD'S PLACE"	
			22317	SPECIAL CLEANINGS FOR EVENT RENTALS AT SENIOR CENTER	
			22289	JANITORIAL SVCS-PUBLIC SAFETY BLDG	
			22288	JANITORIAL SVCS-MARCH FIELD PARK COMM. CTR.	
			22285	JANITORIAL SVCS-EOC	
			22287	JANITORIAL SVCS-LIBRARY	
Remit to: CORONA, CA				FYTD:	$306,123.06
XEROX CAPITAL SERVICES, LLC	217488	06/03/2013	068065039	COPIER LEASE/BILLABLE PRINTS FOR GRAPHICS DEPT.	$2,530.79
			067978039	COPIER LEASE/BILLABLE PRINTS FOR PARKS DEPT.	
Remit to: PASADENA, CA				FYTD:	$44,818.60
XEROX CAPITAL SERVICES, LLC	217579	06/10/2013	068368430	COPIER RENTAL/MAINT.-PD	$84.16
Remit to: PASADENA, CA				FYTD:	$44,818.60
XEROX CAPITAL SERVICES, LLC	217733	06/24/2013	068368431	COPIER LEASE/BILLABLE PRINTS FOR PARKS DEPT.	$2,044.71
			068368432	COPIER LEASE FOR PARKS DEPT.	
Remit to: PASADENA, CA				FYTD:	$44,818.60
XYLINA THERRIEN	217685	06/17/2013	MV4111219004	REFUND-CITATION OVERPAYMENT	$58.00
Remit to: MORENO VALLEY, CA				FYTD:	$58.00

MV00213447

City of Moreno Valley

Payment Register

For Period 6/1/2013 through 6/30/2013

CHECKS UNDER $25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description		Payment Amount
YAMASHITA, JULIA J.	9557	06/03/2013	130601	RETIREE MED APRIL '13, PD JUNE '13		$146.90
Remit to: LAGUNA WOODS, CA					FYTD:	$1,427.00
ZUMAR INDUSTRIES, INC.	9489	06/03/2013	0144844	SIGN SUPPLIES/3M 2-WAY YELLOW & 1-WAY WHITE RPM		$9,460.80
Remit to: SANTA FE SPRINGS, CA					FYTD:	$10,710.79

TOTAL CHECKS UNDER $25,000	**$1,164,703.75**
GRAND TOTAL	**$22,008,214.83**

MV00213448

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: September 10, 2013

TITLE: RECEIPT OF QUARTERLY INVESTMENT REPORT – QUARTER ENDED JUNE 30, 2013

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Quarterly Investment Report, in compliance with the City's Investment Policy.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not Applicable

BACKGROUND

California Government Code Sections 53601 and 53646 establish the types of investments allowed, the governing restrictions on these investments, the third-party custodian arrangement for certain investments, and the reporting practices related to the portfolio for local agencies. The City's Investment Policy, adopted on July 9, 2013, is in full compliance with the requirements of both of the above-mentioned Code Sections.

DISCUSSION

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended June 30, 2013. This is the fourth quarterly report submitted for the 2012-13 fiscal year and is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held.

All of the investments contained within the portfolio are in full compliance with the City's Investment Policy and Government Code Section 53601 as to the types of investments allowed. As stated in the attached report, there is more than adequate liquidity within the portfolio for the City to meet its budgeted expenditures over the next six months.

The City has used Chandler Asset Management as its professional portfolio manager since 2010. Chandler uses an active investment management approach. Utilizing an active approach, securities purchased by Chandler on the City's behalf are not necessarily held to maturity but may be actively traded based on market conditions and the City's investment goals. The City's cash flow requirements are evaluated on an ongoing basis, with short-term needs accommodated through the City's pooled investment funds with the State Local Agency Investment Fund (LAIF). LAIF is a pool of public funds managed by the State Treasurer of California, providing 24-hour liquidity while yielding a rate of return approximately equivalent to a one-year treasury bill. With the combined use of a conservative approach to evaluating cash flow needs and LAIF liquidity, the City will not have to liquidate securities at current market rates that are intended to be held for longer-term investment. This is especially important considering that the average maturity of the general portfolio is 2.44 years.

The investments managed by Chandler Asset Management totaled $146,817,918 at par and achieved a Yield to Maturity (YTM) for June 2013 of 1.25%. This compares to a YTM in March 2013 of 1.28% and a YTM in June 2012 of 1.31% In addition, the City maintained $11,652,451 in the State Local Agency Investment Fund Pool (LAIF) with a YTM of .24%.

In accordance with California Government Code Section 53646, the City is properly reporting investments of all bond proceeds and Deferred Compensation Plan funds. These funds are not managed by the City Treasurer as part of the pooled investment program and were not included in the City's investment reports prior to the current legislation. Bond proceeds are held and invested by a Trustee; Deferred Compensation Plan funds are held and invested by the respective plan administrators with the funds also placed in a trust separate from City funds.

FISCAL IMPACT

Current market rates continue to hover at or near all-time lows and based on comments by the Federal Reserve Board we do not expect this to change in the near future. This interest rate environment directly impacts the ability of the portfolio to generate income. The budget for fiscal year 2012-13 projected General Fund investment earnings totaling $2.3 million. Year to date through June 2013 these revenues have totaled $ 2.1 million which is in line with the projections for FY 2013 which were included in the FY 2013-14 budget.

CITY COUNCIL GOALS

Revenue Diversification and Preservation. Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

SUMMARY

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended June 30, 2013. This report is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City's Investment Policy and Government Code Section 53601 as to the types of investments allowed. It is recommended that the City Council receive and file the attached Quarterly Investment Report.

NOTIFICATION

Publication of the agenda

ATTACHMENTS

Attachment 1 - Treasurer's Cash and Investments Report – June 2013
Attachment 2 – Chandler Asset Management Bond Market Review – July 2013

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

CITY OF MORENO VALLEY

Treasurer's Cash and Investments Report

June 2013

General Portfolio	Cost Value	Market Value	Par Value	Average Maturity	Average Yield to Maturity	Average Duration
Bank Accounts	2,172,274	2,172,274	2,172,274			
State of California LAIF Pool	11,652,451	11,652,451	11,652,451	**0.77**	**0.24%**	
Investments	149,572,035	148,649,769	146,817,918	**2.41**	**1.25%**	**2.28**
Total General Portfolio	**163,396,760**	**162,474,494**	**160,642,643**	**Years**		**Years**

Bond Proceeds with Fiscal Agents	Market Value
Construction Funds	2,056,901
Principal & Interest Accounts	642,733
Debt Service Reserve Funds	6,398,041
Custody Accounts	0
Arbitrage Rebate Accounts	0
Other Accounts	241,544
Total Bond Proceeds	**9,339,219**

Deferred Compensation Funds	Market Value as of June 30, 2013
Nationwide	10,713,851
ICMA	4,743,306
Total Deferred Compensation Funds	**15,457,157**
Total Investment Portfolio	**187,270,870**

1. I hereby certify that the investments are in compliance with the investment policy adopted by the City Council. There are no items of non-compliance for this period.
2. The market values for the specific investments in the General Portfolio are provided by the City's investment advisor, Chandler Asset Management.
3. The market value for LAIF is provided by the State Treasurer.
4. The market values for investments held by fiscal agents and the deferred compensation plans are provided by each respective trustee or fiscal agent.
5. The City has the ability to meet its budgeted expenditures for the next six months pending any future action by City Council or any unforeseen catastrophic event.

Richard Teichert
City Treasurer

MV00213452

Portfolio Summary

As of 6/30/2013

PORTFOLIO CHARACTERISTICS

Average Duration	2.28
Average Coupon	1.70 %
Average Purchase YTM	1.25 %
Average Market YTM	0.79 %
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.41 yrs
Average Life	2.33 yrs

ACCOUNT SUMMARY

	Beg. Values as of 5/31/13	End Values as of 6/30/13
Market Value	172,496,458	162,474,494
Accrued Interest	668,916	697,336
Total Market Value	**173,165,375**	**163,171,830**
Income Earned	165,638	172,539
Cont/WD		
Par	169,622,945	160,642,643
Book Value	170,705,588	161,600,328
Cost Value	172,444,997	163,396,760

TOP ISSUERS

Issuer	% Portfolio
Government of United States	17.1 %
Federal Home Loan Mortgage Corp	10.6 %
Federal National Mortgage Assoc	10.1 %
Federal Farm Credit Bank	9.3 %
Federal Home Loan Bank	8.8 %
Local Agency Investment Fund	7.1 %
JP Morgan Chase & Co	2.7 %
Tennessee Valley Authority	2.4 %
	68.1 %

SECTOR ALLOCATION

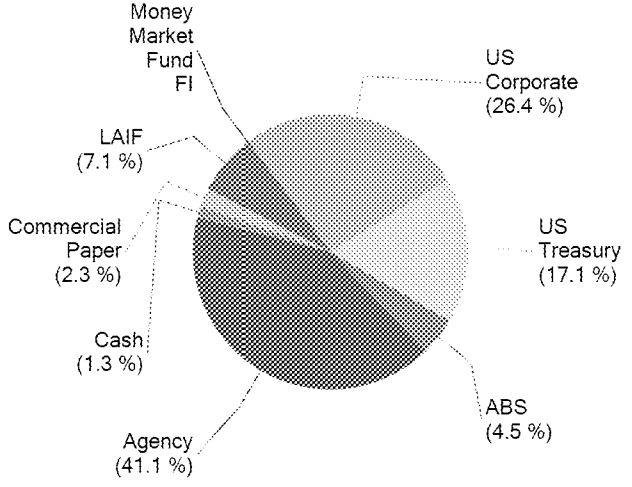

MATURITY DISTRIBUTION

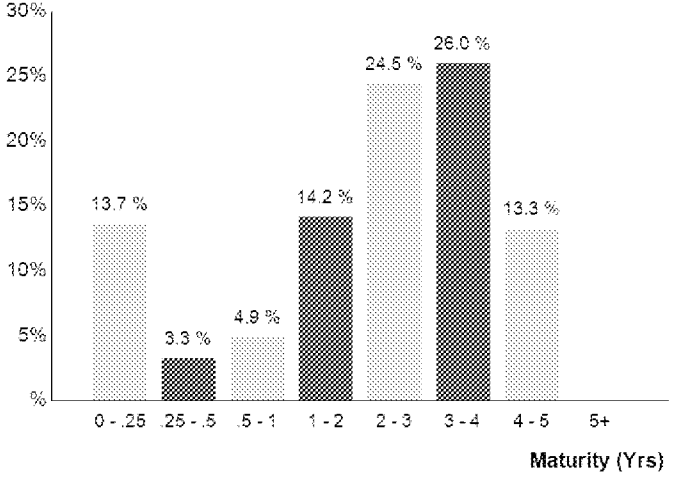

CREDIT QUALITY (S&P)

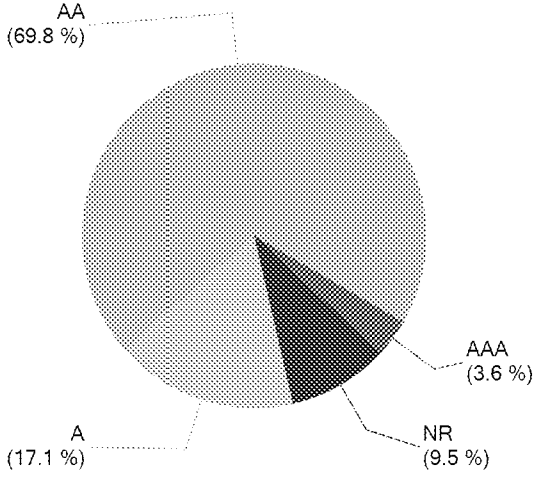

MV00213453

Holdings Report

As of 6/30/13

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
ABS									
47787RAC4	John Deere Owner Trust 2012-B A3 0.53% Due 7/15/2016	1,625,000.00	08/28/2012 0.53 %	1,624,949.79 1,624,960.44	99.70 0.76 %	1,620,108.75 382.78	0.99 % (4,851.69)	Aaa NR	3.04 1.32
89231NAC7	Toyota Auto Receivable 2012-B A3 0.46% Due 7/15/2016	1,620,000.00	09/18/2012 0.46 %	1,619,845.94 1,619,885.45	99.70 0.65 %	1,615,156.20 331.20	0.99 % (4,729.25)	Aaa AAA	3.04 1.60
43814CAC3	Honda Auto Receivables 2013-1 A3 0.48% Due 11/21/2016	2,525,000.00	01/16/2013 0.48 %	2,524,867.44 2,524,887.40	99.51 0.72 %	2,512,602.25 336.67	1.54 % (12,285.15)	NR AAA	3.40 2.05
161571FL3	Chase CHAIT Pool #2012-A5 0.59% Due 8/15/2017	1,680,000.00	03/19/2013 0.59 %	1,680,000.00 1,680,000.00	99.54 0.81 %	1,672,322.40 385.47	1.03 % (7,677.60)	NR AAA	4.13 2.09
Total ABS		**7,450,000.00**	**0.51 %**	**7,449,663.17 7,449,733.29**	**0.73 %**	**7,420,189.60 1,436.12**	**4.55 % (29,543.69)**	**Aaa AAA**	**3.41 1.80**
AGENCY									
880591DW9	Tennessee Valley Authority Note 4.75% Due 8/1/2013	3,750,000.00	03/15/2010 1.90 %	4,097,325.00 3,758,725.34	100.36 0.54 %	3,763,563.75 74,218.75	2.35 % 4,838.41	Aaa AA+	0.09 0.09
31331KET3	FFCB Note 0.98% Due 9/23/2013	1,970,000.00	03/28/2011 1.10 %	1,964,227.90 1,969,466.02	100.19 0.15 %	1,973,766.64 5,255.52	1.21 % 4,300.62	Aaa AA+	0.23 0.23
31331JQA4	FFCB Note 1.9% Due 6/2/2014	2,850,000.00	06/08/2010 1.96 %	2,843,074.50 2,848,394.09	101.54 0.23 %	2,893,915.65 4,362.08	1.78 % 45,521.56	Aaa AA+	0.92 0.92
3136FPLV7	FNMA Callable Note 1X 3/24/2011 1.57% Due 9/24/2014	2,025,000.00	09/26/2011 0.65 %	2,080,181.25 2,047,739.53	101.58 0.29 %	2,056,992.98 8,566.31	1.27 % 9,253.45	Aaa AA+	1.24 1.22
3133EADW5	FFCB Note 0.55% Due 8/17/2015	3,450,000.00	04/27/2012 0.60 %	3,444,862.95 3,446,684.81	99.80 0.64 %	3,443,200.05 7,062.92	2.11 % (3,484.76)	Aaa AA+	2.13 2.11
313370JB5	FHLB Note 1.75% Due 9/11/2015	1,200,000.00	08/04/2011 1.15 %	1,228,608.00 1,215,316.17	102.76 0.49 %	1,233,074.40 6,416.67	0.76 % 17,758.23	Aaa AA+	2.20 2.15
3133ECBJ2	FFCB Note 0.43% Due 11/16/2015	3,100,000.00	12/24/2012 0.45 %	3,098,233.00 3,098,544.82	99.55 0.62 %	3,085,907.40 1,666.25	1.89 % (12,637.42)	Aaa AA+	2.38 2.36
31331J6C2	FFCB Note 2.35% Due 12/22/2015	2,000,000.00	03/28/2011 2.27 %	2,007,240.00 2,003,785.40	104.18 0.65 %	2,083,610.00 1,175.00	1.28 % 79,824.60	Aaa AA+	2.48 2.41
3136FPDC8	FNMA Callable Note 1X 3/8/2011 2% Due 3/8/2016	1,765,000.00	08/24/2011 1.22 %	1,825,645.40 1,800,904.13	103.54 0.67 %	1,827,466.88 11,080.28	1.13 % 26,562.75	Aaa AA+	2.69 2.61
313372YS7	FHLB Note 2.45% Due 3/30/2016	2,150,000.00	07/07/2011 1.87 %	2,206,631.00 2,182,889.92	104.68 0.73 %	2,250,609.25 13,315.07	1.39 % 67,719.33	Aaa AA+	2.75 2.65
3137EACT4	FHLMC Note 2.5% Due 5/27/2016	1,200,000.00	06/14/2011 1.86 %	1,235,992.80 1,221,145.27	105.01 0.76 %	1,260,102.00 2,833.33	0.77 % 38,956.73	Aaa AA+	2.91 2.81
313373SZ6	FHLB Note 2.125% Due 6/10/2016	3,350,000.00	Various 1.42 %	3,456,779.50 3,416,586.72	104.01 0.75 %	3,484,217.75 4,152.61	2.14 % 67,631.03	Aaa AA+	2.95 2.86
3137EACW7	FHLMC Note 2% Due 8/25/2016	3,475,000.00	09/14/2011 1.19 %	3,610,316.50 3,561,239.92	103.60 0.84 %	3,600,065.25 24,325.00	2.22 % 38,825.33	Aaa AA+	3.16 3.04
3135G0ES8	FNMA Note 1.375% Due 11/15/2016	2,900,000.00	01/24/2012 1.17 %	2,927,196.20 2,919,117.97	101.37 0.96 %	2,939,863.40 5,095.14	1.80 % 20,745.43	Aaa AA+	3.38 3.29

MV00213454

Holdings Report

As of 6/30/13

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
AGENCY									
3135G0GY3	FNMA Note 1.25% Due 1/30/2017	3,425,000.00	02/09/2012 1.10 %	3,449,368.88 3,442,604.23	100.61 1.08 %	3,445,961.00 17,957.47	2.12 % 3,356.77	Aaa AA+	3.59 3.48
3133787M7	FHLB Note 1.05% Due 2/27/2017	1,720,000.00	02/27/2012 1.03 %	1,721,582.40 1,721,158.64	99.22 1.27 %	1,706,649.36 6,220.67	1.05 % (14,509.28)	Aaa AA+	3.67 3.56
3135G0UY7	FNMA Callable Note 1X 02/27/15 1% Due 2/27/2017	1,500,000.00	04/23/2013 0.48 %	1,514,250.00 1,512,812.31	99.53 1.13 %	1,492,981.50 5,166.67	0.92 % (19,830.81)	Aaa AA+	3.67 3.57
3137EADC0	FHLMC Note 1% Due 3/8/2017	3,490,000.00	03/14/2012 1.29 %	3,441,314.50 3,453,974.34	99.51 1.14 %	3,472,899.00 10,954.72	2.14 % 18,924.66	Aaa AA+	3.69 3.60
313378WF4	FHLB Note 1.125% Due 3/10/2017	3,435,000.00	04/24/2012 1.05 %	3,447,228.60 3,444,260.76	99.96 1.14 %	3,433,708.44 11,915.16	2.11 % (10,552.32)	Aaa AA+	3.70 3.60
3133782N0	FHLB Note 0.875% Due 3/10/2017	1,310,000.00	03/13/2013 0.70 %	1,318,894.90 1,318,235.11	99.06 1.14 %	1,297,700.41 3,534.27	0.80 % (20,534.70)	Aaa AA+	3.70 3.61
3137EADF3	FHLMC Note 1.25% Due 5/12/2017	3,300,000.00	05/29/2012 1.06 %	3,330,600.90 3,323,881.57	100.14 1.21 %	3,304,610.10 5,614.58	2.03 % (19,271.47)	Aaa AA+	3.87 3.76
313379VE6	FHLB Note 1.01% Due 6/19/2017	915,000.00	07/26/2012 0.82 %	923,363.10 921,777.48	98.90 1.30 %	904,923.11 308.05	0.55 % (16,854.37)	Aaa AA+	3.97 3.87
3137EADH9	FHLMC Note 1% Due 6/29/2017	3,150,000.00	Various 0.85 %	3,171,475.20 3,167,849.16	99.10 1.23 %	3,121,741.36 175.00	1.91 % (46,107.80)	Aaa AA+	4.00 3.90
3133EAY28	FFCB Note 0.83% Due 9/21/2017	1,645,000.00	09/18/2012 0.83 %	1,645,000.00 1,645,000.00	97.73 1.38 %	1,607,712.79 3,792.64	0.99 % (37,287.21)	Aaa AA+	4.23 4.12
3137EADL0	FHLMC Note 1% Due 9/29/2017	1,050,000.00	10/25/2012 0.92 %	1,053,983.70 1,053,442.18	98.81 1.29 %	1,037,503.95 2,683.33	0.64 % (15,938.23)	Aaa AA+	4.25 4.13
3135G0RT2	FNMA Note 0.875% Due 12/20/2017	1,850,000.00	02/22/2013 0.93 %	1,845,264.00 1,845,603.25	97.42 1.47 %	1,802,223.75 494.62	1.10 % (43,379.50)	Aaa AA+	4.48 4.36
3137EADN6	FHLMC Note 0.75% Due 1/12/2018	1,500,000.00	05/10/2013 0.88 %	1,491,378.00 1,491,625.79	96.82 1.48 %	1,452,312.00 5,281.25	0.89 % (39,313.79)	Aaa AA+	4.54 4.42
3135G0TG8	FNMA Note 0.875% Due 2/8/2018	2,950,000.00	Various 1.33 %	2,889,437.30 2,889,868.93	97.09 1.53 %	2,864,110.75 10,253.30	1.76 % (25,758.18)	Aaa AA+	4.61 4.47
Total Agency		**66,425,000.00**	**1.17 %**	**67,269,455.48 66,722,633.86**	**0.91 %**	**66,841,392.92 253,876.66**	**41.12 % 118,759.06**	**Aaa AA+**	**2.95 2.87**
CASH									
90CASH$00	Cash Custodial Cash Account	2,172,273.72	Various 0.00 %	2,172,273.72 2,172,273.72	1.00 0.00 %	2,172,273.72 0.00	1.33 % 0.00	NR NR	0.00 0.00
Total Cash		**2,172,273.72**	**N/A**	**2,172,273.72 2,172,273.72**	**0.00 %**	**2,172,273.72 0.00**	**1.33 % 0.00**	**NR NR**	**0.00 0.00**
COMMERCIAL PAPER									
06538BXF5	Bank of Tokyo Mitsubishi NY Discount CP 0.23% Due 10/15/2013	3,015,000.00	06/12/2013 0.23 %	3,012,611.46 3,012,958.18	99.93 0.23 %	3,012,958.18 0.00	1.85 % 0.00	P-1 A-1	0.29 0.29

MV00213455

Holdings Report

As of 6/30/13

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
COMMERCIAL PAPER									
06416JZG1	Bank of Nova Scotia Discount CP 0.22% Due 12/16/2013	660,000.00	05/14/2013 0.22 %	659,132.83 659,322.40	99.90 0.22 %	659,322.40 0.00	0.40 % 0.00	P-1 A-1	0.46 0.46
Total Commercial Paper		**3,675,000.00**	**0.23 %**	**3,671,744.29 3,672,280.58**	**0.23 %**	**3,672,280.58 0.00**	**2.25 % 0.00**	**P1 A-1**	**0.32 0.32**
LAIF									
90LAIF$00	Local Agency Investment Fund State Pool	11,652,450.84	Various 0.24 %	11,652,450.84 11,652,450.84	1.00 0.24 %	11,652,450.84 7,751.01	7.15 % 0.00	NR NR	0.00 0.00
Total LAIF		**11,652,450.84**	**0.24 %**	**11,652,450.84 11,652,450.84**	**0.24 %**	**11,652,450.84 7,751.01**	**7.15 % 0.00**	**NR NR**	**0.00 0.00**
MONEY MARKET FUND FI									
431114701	Highmark Govt Money Market Fund	47,918.03	Various 0.00 %	47,918.03 47,918.03	1.00 0.00 %	47,918.03 0.00	0.03 % 0.00	Aaa AAA	0.00 0.00
Total Money Market Fund FI		**47,918.03**	**0.00 %**	**47,918.03 47,918.03**	**0.00 %**	**47,918.03 0.00**	**0.03 % 0.00**	**Aaa AAA**	**0.00 0.00**
US CORPORATE									
91159HGY0	US Bancorp Callable Note Cont 8/13/13 1.375% Due 9/13/2013	2,665,000.00	Various 1.32 %	2,668,966.65 2,665,125.35	100.12 0.37 %	2,668,203.33 10,993.13	1.64 % 3,077.98	A1 A+	0.21 0.12
254687AW6	Walt Disney Corp Note 4.5% Due 12/15/2013	1,720,000.00	Various 1.23 %	1,873,880.60 1,745,175.67	101.81 0.54 %	1,751,101.04 3,440.00	1.08 % 5,925.37	A2 A	0.46 0.46
665859AK0	Northern Trust Company Note 4.625% Due 5/1/2014	1,850,000.00	10/20/2010 1.33 %	2,058,421.00 1,899,345.78	103.44 0.50 %	1,913,630.75 14,260.42	1.18 % 14,284.97	A1 A+	0.84 0.82
36962G4C5	General Electric Capital Corp Note 5.9% Due 5/13/2014	3,075,000.00	Various 2.88 %	3,411,681.00 3,150,487.47	104.72 0.45 %	3,220,201.50 24,190.00	1.99 % 69,714.03	A1 AA+	0.87 0.85
74005PAQ7	Praxair Note 5.25% Due 11/15/2014	850,000.00	09/24/2010 1.60 %	973,471.00 891,102.42	106.32 0.63 %	903,684.30 5,702.08	0.56 % 12,581.88	A2 A	1.38 1.33
09247XAD3	Blackrock Inc Note 3.5% Due 12/10/2014	1,630,000.00	Various 2.84 %	1,674,920.75 1,644,408.51	104.03 0.69 %	1,695,762.35 3,327.92	1.04 % 51,353.84	A1 A+	1.45 1.41
713448BM9	Pepsico Inc. Note 3.1% Due 1/15/2015	2,530,000.00	Various 2.04 %	2,641,540.25 2,569,232.94	103.74 0.66 %	2,624,725.74 36,164.95	1.63 % 55,492.80	A1 A-	1.55 1.49
46625HHP8	JP Morgan Chase Note 3.7% Due 1/20/2015	2,550,000.00	Various 3.34 %	2,584,656.00 2,563,353.78	103.86 1.19 %	2,648,537.10 42,195.42	1.65 % 85,183.32	A2 A	1.56 1.49
459200HB0	IBM Corp Note 0.55% Due 2/6/2015	695,000.00	02/01/2012 0.72 %	691,601.45 693,185.99	99.92 0.60 %	694,426.63 1,539.62	0.43 % 1,240.64	Aa3 AA-	1.61 1.59
94980VAA6	Wells Fargo Bank Note 4.75% Due 2/9/2015	2,475,000.00	Various 3.65 %	2,584,316.50 2,515,082.86	105.54 1.26 %	2,612,090.25 46,371.87	1.63 % 97,007.39	A1 A+	1.61 1.53
084670AV0	Berkshire Hathaway Note 3.2% Due 2/11/2015	2,485,000.00	06/09/2010 2.65 %	2,545,012.75 2,505,791.26	104.01 0.69 %	2,584,728.02 30,924.44	1.60 % 78,936.76	Aa2 AA	1.62 1.56

MV00213456

Holdings Report

As of 6/30/13

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
US CORPORATE									
191216AX8	Coca Cola Company Note 0.75% Due 3/13/2015	2,090,000.00	Various 0.80 %	2,086,645.55 2,088,096.67	100.35 0.54 %	2,097,315.00 4,702.50	1.29 % 9,218.33	Aa3 AA-	1.70 1.69
06406JHB4	Bank of New York Mellon Note 4.95% Due 3/15/2015	2,360,000.00	Various 2.11 %	2,645,950.90 2,468,220.96	106.85 0.90 %	2,521,601.01 34,397.01	1.57 % 53,380.05	A1 A	1.71 1.63
717081DA8	Pfizer Inc. Note 5.35% Due 3/15/2015	1,550,000.00	02/18/2011 2.33 %	1,730,497.50 1,625,857.73	107.68 0.81 %	1,669,040.00 24,416.81	1.04 % 43,182.27	A1 AA	1.71 1.63
74005PAR5	Praxair Note 4.625% Due 3/30/2015	740,000.00	Various 2.58 %	807,780.55 764,737.25	106.78 0.72 %	790,156.47 8,651.32	0.49 % 25,419.22	A2 A	1.75 1.68
278642AB9	Ebay Inc Note 1.625% Due 10/15/2015	2,670,000.00	10/22/2010 1.66 %	2,665,327.50 2,667,845.44	102.13 0.69 %	2,726,929.74 9,159.58	1.68 % 59,084.30	A2 A	2.29 2.24
38259PAC6	Google Inc Note 2.125% Due 5/19/2016	1,315,000.00	11/15/2012 0.75 %	1,377,186.90 1,366,318.81	103.34 0.95 %	1,358,970.97 3,260.10	0.83 % (7,347.84)	Aa2 AA	2.89 2.80
24422ERL5	John Deere Capital Corp Note 2% Due 1/13/2017	1,215,000.00	09/11/2012 1.05 %	1,263,733.65 1,254,800.17	101.15 1.66 %	1,228,984.65 11,340.00	0.76 % (25,815.52)	A2 A	3.54 3.37
674599CB9	Occidental Petroleum Note 1.75% Due 2/15/2017	1,575,000.00	03/08/2013 1.13 %	1,612,532.25 1,609,655.21	99.92 1.77 %	1,573,744.73 10,412.50	0.97 % (35,910.48)	A1 A	3.63 3.47
913017BU2	United Tech Corp Note 1.8% Due 6/1/2017	170,000.00	05/24/2012 1.82 %	169,853.80 169,885.43	100.37 1.70 %	170,622.71 255.00	0.10 % 737.28	A2 A	3.92 3.76
166764AA8	Chevron Corp. Callable Note Cont 11/5/17 1.104% Due 12/5/2017	550,000.00	11/28/2012 1.10 %	550,000.00 550,000.00	97.71 1.64 %	537,411.60 438.53	0.33 % (12,588.40)	Aa1 AA	4.44 4.30
458140AL4	Intel Corp Note 1.35% Due 12/15/2017	1,940,000.00	12/12/2012 1.29 %	1,945,790.55 1,945,168.32	97.86 1.85 %	1,898,524.75 1,164.00	1.16 % (46,643.57)	A1 A+	4.46 4.30
931142DF7	Wal-Mart Stores Note 1.125% Due 4/11/2018	1,130,000.00	04/04/2013 1.14 %	1,128,960.40 1,129,006.52	97.05 1.77 %	1,096,645.79 2,825.00	0.67 % (32,360.73)	Aa2 AA	4.78 4.61
037833AJ9	Apple Inc Note 1% Due 5/3/2018	1,900,000.00	05/22/2013 1.25 %	1,877,181.00 1,877,611.79	96.03 1.86 %	1,824,566.20 3,061.11	1.12 % (53,045.59)	Aa1 AA+	4.84 4.68
Total US Corporate		**41,730,000.00**	**1.93 %**	**43,569,908.50 42,359,496.33**	**0.93 %**	**42,811,604.63 333,193.31**	**26.44 % 452,108.30**	**A1 A+**	**1.99 1.91**
US TREASURY									
912828NP1	US Treasury Note 1.75% Due 7/31/2015	3,050,000.00	04/06/2011 1.99 %	3,019,391.07 3,035,239.35	102.83 0.39 %	3,136,257.05 22,264.16	1.94 % 101,017.70	Aaa AA+	2.08 2.04
912828PE4	US Treasury Note 1.25% Due 10/31/2015	3,025,000.00	Various 1.35 %	3,012,297.25 3,018,268.97	101.84 0.45 %	3,080,774.95 6,370.58	1.89 % 62,505.98	Aaa AA+	2.34 2.30
912828PJ3	US Treasury Note 1.375% Due 11/30/2015	3,590,000.00	05/16/2011 1.63 %	3,549,905.00 3,568,645.05	102.13 0.49 %	3,666,287.50 4,180.98	2.25 % 97,642.45	Aaa AA+	2.42 2.38
912828PS3	US Treasury Note 2% Due 1/31/2016	3,505,000.00	05/16/2011 1.70 %	3,551,973.24 3,530,810.67	103.77 0.53 %	3,637,257.67 29,240.61	2.25 % 106,447.00	Aaa AA+	2.59 2.51
912828QA1	US Treasury Note 2.25% Due 3/31/2016	3,435,000.00	Various 1.33 %	3,578,212.10 3,518,470.20	104.51 0.60 %	3,589,842.93 19,427.45	2.21 % 71,372.73	Aaa AA+	2.75 2.66

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Holdings Report

As of 6/30/13

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
US TREASURY									
912828RU6	US Treasury Note 0.875% Due 11/30/2016	3,200,000.00	12/22/2011 0.89 %	3,198,135.71 3,198,707.43	100.06 0.86 %	3,202,000.00 2,371.58	1.96 % 3,292.57	Aaa AA+	3.42 3.36
912828SC5	US Treasury Note 0.875% Due 1/31/2017	1,710,000.00	06/20/2012 0.70 %	1,723,298.31 1,720,338.75	99.84 0.92 %	1,707,328.98 6,241.26	1.05 % (13,009.77)	Aaa AA+	3.59 3.51
912828TG5	US Treasury Note 0.5% Due 7/31/2017	3,100,000.00	02/25/2013 0.73 %	3,069,373.67 3,071,742.66	97.60 1.10 %	3,025,649.60 6,465.47	1.86 % (46,093.06)	Aaa AA+	4.09 4.02
912828TS9	US Treasury Note 0.625% Due 9/30/2017	2,875,000.00	Various 0.74 %	2,860,759.64 2,861,318.37	97.77 1.16 %	2,810,985.25 4,516.74	1.73 % (50,333.12)	Aaa AA+	4.25 4.17
Total US Treasury		**27,490,000.00**	**1.27 %**	**27,563,345.99 27,523,541.45**	**0.70 %**	**27,856,383.93 101,078.83**	**17.13 % 332,842.48**	**Aaa AA+**	**2.99 2.92**
TOTAL PORTFOLIO		**160,642,642.59**	**1.25 %**	**163,396,760.02 161,600,328.10**	**0.79 %**	**162,474,494.25 697,335.93**	**100.00 % 874,166.15**	**Aa1 AA**	**2.41 2.28**
TOTAL MARKET VALUE PLUS ACCRUED						**163,171,830.18**			

MV00213458

COMPLIANCE WITH INVESTMENT POLICY

Assets managed by Chandler Asset Management are in full compliance with State law and with the City's investment policy.

Category	Standard	Comment
Local Agency Bonds	No Limitation	Complies
Treasury Issues	No Limitation	Complies
Agency Issues	No Limitation	Complies
Banker's Acceptances	40% maximum; <180 days maturity	Complies
Commercial Paper	25% maximum; <270 days maturity; A-1/P-1/F-1 minimum ratings	Complies
Negotiable Certificates of Deposit	30% maximum; 5 years maximum maturity	Complies
Repurchase Agreements	No limitation; 1-year maximum maturity	Complies
Reverse Repurchase Agreements	20% maximum; <92 days maturity	Complies
Medium Term Notes	30% maximum; 5 years maximum maturity; A-rated or better	Complies
Money Market Mutual Funds	20% maximum; AAAf/Aaaf, minimum rating	Complies
Collateralized Certificates of Deposits	5 years maximum maturity	Complies
Time Deposits	5 years maximum maturity	Complies
Mortgage Pass-throughs, CMOs and Asset Backed Securities	20% maximum; AA-rated issue; A-rated issuer	Complies
Local Agency Investment Fund - L.A.I.F.	Maximum program limitation	Complies
Prohibited Securities	Inverse floaters; Ranges notes, Interest-only strips from mortgaged backed securities; Zero interest accrual securities	Complies
Maximum maturity	5 years	Complies
Weighted Average Maturity	3 years	Complies

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Holdings Report Glossary

CUSIP (Committee on Uniform Securities Identification Procedures) – A unique identification number assigned to all securities.

Security Description - The issuer name, coupon (periodic interest payment rate) and maturity.

Par Value/Units - The face value or number of units held in the portfolio.

Purchase Date - The settlement date on which the security was purchased.

Book Yield - The YTM that equates the current amortized value of the security to its periodic future cash flows.

Cost Value - The value at which the securities were purchased, excluding purchased interest.

Book Value - The value at which an asset is carried on a balance sheet. To calculate, take the cost of an asset +/- net accretion/amortization.

Mkt Price - The current fair value market price.

Mkt YTM – The internal rate of return that equates the periodic future cash flows (interest payments and redemption value) to the market price, assuming that all cash flows are invested at the YTM rate.

Market Value - The current fair value of an investment as determined by transactions between willing buyers and sellers.

Accrued Int. - The interest that has accumulated on a bond since the last interest payment up to, but not including, the settlement date.

% of Port. - The % of the portfolio that the security represents based on market value, including accrued interest.

Gain/Loss – The unrealized gain or loss on the security, compared to either cost or amortized value, as of the date of the report.

Moody - The Moody's rating for the security.

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Holdings Report Glossary (continued)

S&P - The Standard and Poor's rating for the security.

Term (yrs) - The time, in years, until maturity.

Duration - The weighted average time to maturity of a bond where the weights are the present values of future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates.

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CITY OF MORENO VALLEY

Treasurer's Cash and Investments Report

BOND PROCEEDS WITH FISCAL AGENTS

Account Name	Account Number	Investment	Issuer	Purchase Date	Maturity Date	Market Value	Stated Rate	Yield	Price	% of of Portfolio
Wells Fargo	Community Facilities District 87-1 (I-A-1)									
special tax funds	22631800	money market fund	WF Govt Fund	06/30/13	07/01/13	1,044,451	0.01%	0.01%	1.00000	11.183%
interest acct	22631801	money market fund	WF Govt Fund	06/30/13	07/01/13	0	0.01%	0.01%	1.00000	0.000%
reserve fund	22631804	money market fund	WF Govt Fund	06/30/13	07/01/13	1,028,690	0.01%	0.01%	1.00000	11.015%
admin exp acct	22631805	money market fund	WF Govt Fund	06/30/13	07/01/13	377	0.01%	0.01%	1.00000	0.004%
debt service acct	22631809	money market fund	WF Govt Fund	06/30/13	07/01/13	536,000	0.01%	0.01%	1.00000	5.739%
special tax funds	22631900	money market fund	WF Govt Fund	06/30/13	07/01/13	389,532	0.01%	0.01%	1.00000	4.171%
reserve fund	22631904	money market fund	WF Govt Fund	06/30/13	07/01/13	365,379	0.01%	0.01%	1.00000	3.912%
admin exp acct	22631905	money market fund	WF Govt Fund	06/30/13	07/01/13	15,865	0.01%	0.01%	1.00000	0.170%
						3,380,294				
Wells Fargo	97-1 I-A-3									
Series B Revenue	22333500	money mkt fund	WF Govt Fund	06/30/13	07/01/13	193,857	0.01%	0.01%	1.00000	2.076%
Series A Principal	22333501	money mkt fund	WF Govt Fund	06/30/13	07/01/13	0	0.01%	2.71%	1.00000	0.000%
Series B reserve	22333503	money mkt fund	WF Govt Fund	06/30/13	07/01/13	543,212	0.01%	0.01%	1.00000	5.816%
Series B admin fund	22333504	money mkt fund	WF Govt Fund	06/30/13	07/01/13	26,743	0.01%	0.01%	1.00000	0.286%
						763,812				
Wells Fargo	2007 Redevelopment Agency Tax Allocation Bonds Series A									
debt service fund	22631700	money mkt fund	WF Govt Fund	06/30/13	07/01/13	0	0.01%	0.01%	1.00000	0.000%
						0				
Wells Fargo	2005 Lease Revenue Bond									
bond fund	18042800	money mkt fund	WF Govt Fund	06/30/13	07/01/13	3	0.01%	0.01%	1.00000	0.000%
reserve fund	18042804	money mkt fund	WF Govt Fund	06/30/13	07/01/13	2,992,753	0.01%	0.01%	1.00000	32.045%
construction fund	18042806	money mkt fund	WF Govt Fund	06/30/13	07/01/13	8	0.01%	0.01%	1.00000	0.000%
						2,992,764				32.045%
Wells Fargo	2007 Taxable Lease Revenue Bonds - Electric Utility									
bond fund	22277600	money mkt fund	WF Govt Fund	06/30/13	07/01/13	4	0.01%	0.01%	1.00000	0.000%
construction fund	22277604	money mkt fund	WF Govt Fund	06/30/13	07/01/13	2,056,893	0.01%	0.01%	1.00000	22.024%
						2,056,897				
Wells Fargo	National Redemption									
revenue fund	20350300	revenue	WF Govt Fund	06/30/13	07/01/13	79,987	0.01%	0.01%	1.00000	0.856%
reserve fund	20350303	reserve	WF Govt Fund	06/30/13	07/01/13	34,020	0.01%	0.01%	1.00000	0.364%
admin fund	20350304	reserve	WF Govt Fund	06/30/13	07/01/13	31,445	0.01%	0.01%	1.00000	0.337%
						145,452				1.557%
			Totals			**9,339,219**				**100.000%**

Line	Summary of Bond Proceeds with Fiscal Agents	
1	Construction Funds	2,056,901
2	**Principal & Interest Accounts**	**642,733**
3	Debt Service Reserve Funds	6,398,041
4	**Custody Accounts**	**0**
5	Arbitrage Rebate Accounts	0
6	**Other Accounts**	**241,544**
	Total Fiscal Agent Funds	**9,339,219**

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DEFERRED COMPENSATION FUNDS

Nationwide

Fund	Market Value as of June 30, 2013
Liquid Savings	**$1,199,180**
Nationwide Fixed (Part Time Employee)	457,908
Liquid Savings (Part Time Employees)	**290,674**
Certificates of Deposit 1 year	30,085
Certificates of Deposit 3 years	**21,705**
Certificates of Deposit 5 years	77,845
Bond Fund of America	**66,551**
Growth Fund of America	97,368
Investment Co. of America	**34,527**
Income Fund of America	146,611
Brown Cap Mgmt Inc SM Co	**53,027**
Fidelity Independence	1,992
Fidelity Equity Income	**53,243**
Fidelity Magellan	233,923
Fidelity Puritan	**99,583**
Fidelity Contrafund	260,740
Janus Fund	**39,458**
Janus Advisor Forty	49,400

Fund	Market Value as of June 30, 2013
Drey SmCap I	**0**
American Century Balanced	36
Am Century Growth	**61,321**
Am Century Select	114,016
JP Morgan Mid Cap Value A	**850,568**
Vanguard Index 500	103,057
Vanguard Institutional Index	**526,423**
Vanguard Wellington	18,823
Vanguard Windsor II	**63,695**
Vanguard Total Bond Index	212,271
Washington Mutual Inv	**78,578**
Templeton Foreign I	0
EuroPacific Growth	**303,115**
Stable Fund C	2,437,100
PBHG Growth Fund	**0**
DWS High Income Fund A	67,352
DWS Eq Divd A	**85,840**
Oppenheimer Global Fund A	297,225

Fund	Market Value as of June 30, 2013
N B Socially Responsive Fund	**35,110**
DFA US Micro Cap Port	91,901
Federated Kaufmann Fund	**106,243**
Invesco Mid Cap Core Equity	25,323
Nationwide Ret Inc Inst Svc	**386**
Nationwide InvDes Mod Cons Fund SC	35,107
Nationwide InvDes Mod Aggr Fund	**904,655**
Nationwide InvDes Aggr Fund	69,877
Nationwide InvDes Mod Fd	**507,905**
Nationwide Inv Des Cons	89,537
Nationwide Large Cap Growth	**47,643**
Nationwide Inter Val Inst Svc	62,014
Nationwide US Sm Cap Val Ins Svc	**1,315**
Nationwide Dest 2020 Inst Svc	134,394
Nationwide Dest 2025 Inst Svc	**159,096**
Nationwide Dest 2030 Inst Svc	4,109
Nationwide Dest 2045 Inst Svc	**5,996**
Total Nationwide Deferred	**$10,713,851**

ICMA

Fund	Market Value as of June 30, 2013
Aggressive Oppor.	**$241,724**
International	214,357
All Equity Growth	**152,141**
Growth and Income	248,074
Broad Market	**78,544**
500 Stock Index	120,771
Equity Income	**401,343**
Asset Allocation	
Core Bond	**24,458**
Cash Management	22,148
Plus Fund	**994,704**
Savings Oriented	
Conservative Growth	**169,651**
Traditional Growth	244,208
Long-Term Growth	**395,724**
Milestone 2010	23,165
Milestone 2015	**898**
Milestone 2020	51,508
Milestone 2025	**27,550**
Milestone 2030	16,257
Milestone 2035	**19,088**
Milestone 2040	7,624

Fund	Market Value as of June 30, 2013
VT Royce Premeir	4,422
VT Ranier Small/Mid Cap Eq	**42,770**
VT Fidelity Contrafund	168,056
VT Vantagepoint Overseas Equity Index Fund	**85,421**
VT Fidelity Diversified International	87,331
VT Allianz NIJ Div Value	**76,848**
Vantage Growth Fund	257,782
VT Fidelity Puritan	**6,556**
VT Royce Value Plus	702
VT TR Price Growth Stock Adv	**19,805**
VT Nuveen Real Estate Secs	62,060
VT TR Price Small Cap Value	**135,854**
VT Vantagepoint MS Ret Inc	32,883
VT Vantagepoint Inflation Protected Securities	**74,379**
VT Oppenheimer Main Street	4,896
VT Vantagepoint Mid/Sm Index	**28,056**
VT PIMCO Total Return	112,676
VT PIMCO High Yield	**61,495**
VT Harbor International Admi	21,996
VT Harbour Mid Cap Growth Admin	**5,381**
Total ICMA	**$4,743,306**

Summary by Plan

Deferred Compensation Plan	Market Value as of June 30, 2013
Total Nationwide	$10,713,851
Total ICMA	4,743,306
Total Deferred Compensation Plans	**$15,457,157**

Summary by Investment Type

Investment Type	Market Value as of June 30, 2013
Savings Deposits and CD's	$4,436,652
Mutual Funds	11,020,505
Total Deferred Compensation Plans	**$15,457,157**

MV00213463

CHANDLER ASSET MANAGEMENT

BOND MARKET REVIEW

A MONTHLY REVIEW OF FIXED INCOME MARKETS

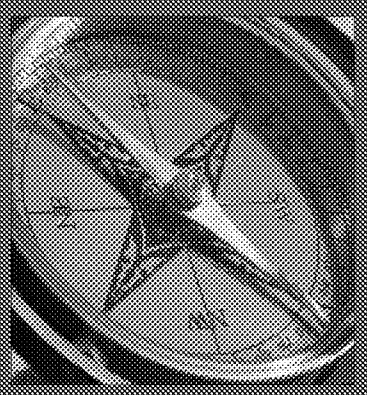

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Since 1988, Chandler Asset Management has specialized in the management of fixed income portfolios. Chandler's mission is to provide fully customizable, client-centered portfolio management that preserves principal, manages risk and generates income in our clients' portfolios.

Market Summary

The economy continues to grow slowly. Nonfarm payrolls rose 195,000 in June, which was better than the consensus forecast of 161,000. Average nonfarm payroll growth during the second quarter of 2013 was about 196,000 per month. The unemployment rate remained unchanged in June at 7.6% due to an increase in the labor force. Overall, the labor market continues to improve. Manufacturing trends are beginning to show modest improvement as well, while housing trends remain favorable in spite of the recent jump in interest rates. Consumer spending also remains healthy.

The Treasury yield curve steepened again in June as Fed policymakers continued to discuss winding down quantitative easing. The move has also been influenced by a modest improvement in economic data.

The Federal Open Market Committee left policy rates unchanged at its June 18-19 meeting and assured investors that policy changes continue to be data dependent. The Fed noted that the economy continues to grow at a moderate pace. The labor market has continued to improve, but unemployment remains elevated. Inflation is running below target. The Fed will continue to purchase mortgage-backed securities at a pace of $40 billion per month and longer-term Treasury securities at a pace of $45 billion per month. During his press conference, Chairman Bernanke indicated that the Fed could begin tapering bond purchases later this year and that asset purchases could end in 2014. However, he emphasized that Fed policy will depend on the state of the economy.

TREASURY YIELD CURVE STEEPENED IN JUNE

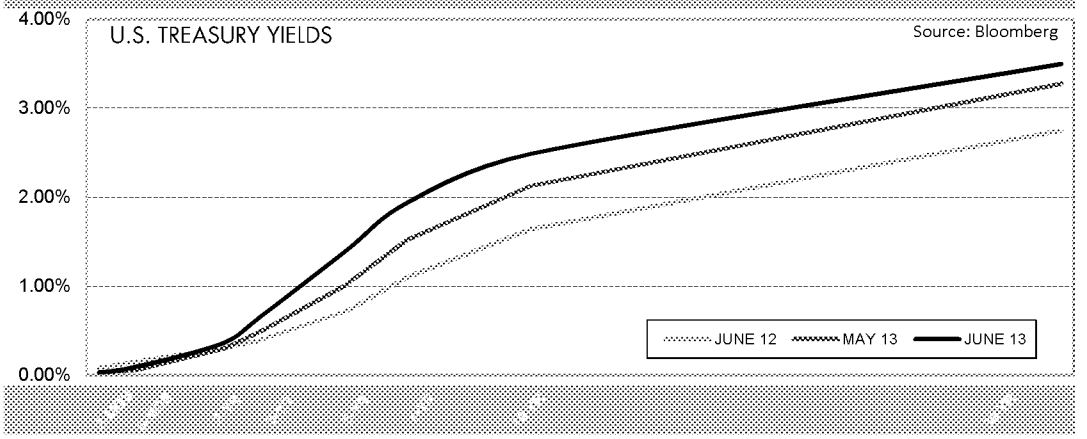

The yield curve steepened in June as economic data improved modestly and Fed policy-makers continued to discuss winding down quantitative easing.

TREASURY YIELDS	6/30/2013	5/31/2013	CHANGE
3 Month	0.03	0.03	0.00
2 Year	0.36	0.30	0.06
3 Year	0.65	0.49	0.16
5 Year	1.40	1.02	0.38
7 Year	1.94	1.53	0.41
10 Year	2.49	2.13	0.36
30 Year	3.50	3.28	0.22

Source: Bloomberg

Consumer Prices

In May, overall CPI inflation rose to 1.4% on a year-over-year basis from 1.1% in April. The year-over-year Core CPI (CPI less food and energy) was unchanged at 1.7%. The core inflation rate is trending below the Fed's long-term goal of 2.0% and remains below the trigger rate for policy action of 2.5%.

Retail Sales

In May, Retail Sales rose 4.3% on a year-over-year basis. On a month-over-month basis, Retail Sales increased 0.6% in May, which was slightly better than expected. Overall, recent consumer spending trends have been favorable.

Labor Markets

The June employment report showed that payrolls increased by 195,000 (better than the 161,000 consensus estimate). The net revisions for job growth in April and May were +70,000. Average nonfarm payroll growth over the past 3 months has been about 196,000. Private payrolls increased 202,000 in June while government jobs fell 7,000. The unemployment rate remained unchanged at 7.6% due to an increase in the labor force. Overall, the jobs report was better than expected and job growth is showing positive momentum.

Housing Starts

Single-family housing starts rose slightly in May to 599,000 from 597,000 in April. Housing permits eased 3.1% in the month after rising 12.9% in April. Recent housing data has been mostly favorable.

Credit Spreads Widened in June

CREDIT SPREADS	Current to Treasuries (%)	One Month Ago (%)	Changes
3-month top-rated commercial paper	0.13	0.12	0.01
2-year A corporate note	0.71	0.54	0.17
5-year A corporate note	0.86	0.79	0.07
5-year Agency note	0.24	0.16	0.08

Source: Bloomberg

Data as of 6/30/13

Economic Data Remains Indicative of Slow Growth

ECONOMIC INDICATOR	Current Policy	Prior Policy	One Year Ago
Trade Balance	(45.0) $Bln MAY 13	(40.1) $Bln APR 13	(46.2) $Bln MAY 12
GDP	1.8% MAR 13	0.4% DEC 12	2.0% MAR 12
Unemployment Rate	7.6% JUN 13	7.6% MAY 13	8.2% JUN 12
Prime Rate	3.25% JUN 13	3.25% MAY 13	3.25% JUN 12
CRB Index	275.62 JUN 13	281.85 MAY 13	284.19 JUN 12
Oil (West Texas Int.)	$96.56 JUN 13	$91.97 MAY 13	$84.96 JUN 12
Consumer Price Index (y/o/y)	1.4% MAY 13	1.1% APR 13	1.7% MAY 12
Producer Price Index (y/o/y)	1.7% MAY 13	0.6% APR 13	0.6% MAY 12
Dollar/EURO	1.30 JUN 13	1.30 MAY 13	1.27 JUN 12

Source: Bloomberg

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MV00213465

Slowing Growth In China And What It Means For The Global Economy

Concerns about China's economy have made headlines in recent weeks, as the country's interbank and money market interest rates soared to record highs last month. The spike in rates along with weakening economic data has fueled investors' anxiety about the safety of China's banking system and the sustainability of the country's economic growth.

A tightening in liquidity, along with an apparently deliberate move by the People's Bank of China to hold back on providing stimulus, drove overnight repo rates to surge as high as 30% in June, essentially freezing credit markets in China. The run-up in rates was driven by a number of factors, including fears that lending activities had become overstretched, speculation in the media that China could be facing a banking crisis, as well as actions by Chinese authorities to induce monetary tightening and discipline speculators in the country's shadow banking system. While China's central bank eventually injected liquidity into the system at the end of June and interbank lending rates have since eased, it has become evident to market participants that China's new leadership may be willing to tolerate higher interest rates and slower economic growth in pursuit of financial sector deleveraging and reform.

China's new leadership may be willing to tolerate higher interest rates and slower economic growth in pursuit of financial sector deleveraging and reform.

Last November, Xi Jinping was named head of the Communist Party in China and subsequently became President in March. Since he has taken office, Mr. Xi has indicated that he wants to revamp China's economic structure and move toward greater interest rate liberalization (allowing market forces to have a greater influence on interest rates). Also in March, Li Keqiang was elected by the Chinese Congress as Premier (China's head of government and an influential driver of economic policy).

Like Mr. Xi, Mr. Li has vowed to reduce the government's role in the economy and supports private enterprise and fiscal reform. These recent changes in leadership seem to be shifting the trajectory of the Chinese economy to some degree. Policymakers appear willing to accept short-term pain for longer-term gains.

Over the past decade, China's economic growth had been fueled by a number of factors including massive state spending, strong export growth (supported by low-cost labor), a burgeoning real estate market and easy access to credit. However, it appears that these factors are now decelerating.

In 2012, China's GDP grew by 7.8%. It was the first time growth had come in below 8% in more than a decade. For the second quarter of 2013, economists are forecasting GDP growth of roughly 7.6%, a deceleration from first quarter growth of 7.7% (which was below expectations of 8%). Growth is expected to decelerate further in the third quarter to 7.4%, according to Bloomberg. While GDP growth of more than 7% may seem strong when compared to GDP growth of roughly 2% in the U.S., it represents a slowdown for China.

The deceleration in China's economy has been reflected in the recent decline in the country's closely watched purchasing managers' indices as well as the recent weakening in Chinese trade data. Manufacturing investment has declined, as evidenced by the drop in China's HSBC PMI for June to 48.2 (the lowest reading since November 2011). A reading below 50 is indicative of a contraction in factory activity. China's official PMI was 50.1 in June, a decline from 50.8 in May, pointing to lackluster manufacturing growth.

MV00213466

Meanwhile, Chinese exports declined 3.1% in June on a year-over-year basis compared to 1% year-over-year growth in May. In addition, Chinese imports fell 0.7% in June, reflecting weaker demand. Sluggish global economic growth, including an ongoing recession in Europe, has put pressure on China's exports, which has negatively impacted China's manufacturing sector and contributed to the country's overall slowdown.

We believe the most immediate risks related to China's slowdown are to commodity prices (where we have already seen significant volatility) and to second quarter corporate earnings (and second half 2013 forecasts) for companies that generate a significant portion of their revenues in China and/or companies that have been counting on China to be their growth-driver. We believe the slowdown in China also has the potential to spill over to other economies, especially in countries like Australia, South Korea, Taiwan, Indonesia, Japan, and Singapore. Europe, which is already struggling, is also likely to feel additional pain from China's slowdown. In terms of the U.S. economy, the fact that China's policymakers seem to be backing away from providing stimulus at the same time the U.S. Federal Reserve is mapping out its own exit from stimulus does, in our view, add risk to the sustainability of our economic recovery.

We believe speculation in the media about a potential banking crisis in China may be overblown. The difference between what happened in the U.S. during the financial crisis and the trouble that appears to be brewing in China is that all big Chinese banks are owned, or are at least partially controlled, by the government. As such, we believe it is unlikely that Chinese authorities would allow a systemically important bank to fail. Nevertheless, Chinese policymakers have signaled less willingness to provide ongoing stimulus, and any risk to the financial stability of China's banks is a headwind for economic growth in our opinion.

This week, the International Monetary Fund lowered its growth forecast for the global economy to 3.1% in 2013 from its previous forecast of 3.3%. The IMF cited slower growth in developing economies such as China, as well as a deepening recession in the Eurozone, as reasons for the downward revision. The IMF cut its growth forecast for China to 7.7% in 2013 from its previous forecast of 8.3%. The downward revision to the IMF's growth forecast for the U.S. was less severe, down just 0.2 percentage points to 1.7%.

We believe the structural changes taking place in China will be a headwind to the global economy over the near term.

Overall, we believe the structural changes taking place in China will be a headwind to the global economy over the near term. However, we believe the country's new leadership regime is focused on putting China on a longer-term path to stability and consumer-led (rather than government-led) economic growth.

- Shelly Henbest
VP, Credit Analyst

RISKS AND OTHER IMPORTANT CONSIDERATIONS
This report is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of publication, but may become outdated or superseded at any time without notice. Any opinions or views expressed are based on current market conditions and are subject to change. This report may contain forecasts and forward-looking statements which are inherently limited and should not be relied upon as an indicator of future results. Past performance is not indicative of future results. This report is not intended to constitute an offer, solicitation, recommendation or advice regarding any securities or investment strategy and should not be regarded by recipients as a substitute for the exercise of their own judgment.

Fixed income investments are subject to interest, credit, and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.

MV00213467

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: September 10, 2013

TITLE: ADOPT RESOLUTION NO. 2013-68 APPROVING THE RELOCATION PLAN FOR ELIGIBLE OCCUPANTS OF A SINGLE FAMILY RESIDENCE LOCATED AT 13597 NASON STREET (APN 487-470-017) FOR THE NASON STREET FROM CACTUS AVENUE TO FIR AVENUE STREET IMPROVEMENT PROJECT – PROJECT NO. 801 0001 70 77

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. 2013-68 approving the Relocation Plan for eligible occupants of a single family residence located at 13597 Nason Street (APN: 487-470-017). Resolution No. 2013-68, a Resolution of the City Council of the City of Moreno Valley, California, Approving the Relocation Plan for Eligible Occupants of a single family residence located at 13597 Nason Street (APN 487-470-017) for the Nason Street from Cactus Avenue to Fir Avenue Street Improvement Project – Project No. 801 0001 70 77.

BACKGROUND

The Nason Street from Cactus Avenue to Fir Avenue Street Improvement project (Project) will result in a total of four (4) full lanes of street improvements on Nason Street between Cactus Avenue and Fir Avenue. In order to construct the necessary improvements, right of way (ROW) acquisition is required from several parcels. A single-family residence (SFR) is situated on one of these parcels (APN: 487-470-017), located at 13597 Nason Street.

DISCUSSION

The proposed Project requires the acquisition and demolition of one SFR, which consequently results in the permanent relocation of one tenant-occupied household. For this particular parcel, only the necessary right of way for the street widening will be acquired. The City is not seeking acquisition of the whole property.

One tenant-occupied household will be relocated as part of the Project. The proposed displacement triggers relocation assistance obligations under State Relocation Law and the State Relocation Guidelines. The relocation assistance obligations require a Relocation Plan (Plan) addressing the circumstances and needs of those persons potentially displaced by the project and a mandatory 30 day review of the Plan by the impacted parties.

Overland, Pacific & Cutler, Inc. (OPC), real property consultants for the project, has met with the occupants of the subject SFR and prepared the Plan (Attachment 3). The 30 day public review period has expired and no public comment was submitted. Based on the Plan, the estimated cost to relocate the occupants is $63,060 (including 20% contingency).

ALTERNATIVES

1. Adopt the proposed Resolution approving the Relocation Plan for eligible occupants of the SFR located at 13597 Nason Street (APN 487-470-017). *This alternative will allow the City to begin negotiations to acquire right of way needed for construction of this essential project.*

2. Do not adopt the proposed Resolution approving the Relocation Plan for eligible occupants of the SFR located at 13597 Nason Street (APN 487-470-017). *This alternative will not allow the City to begin negotiations to acquire right of way and will delay construction of this essential project.*

FISCAL IMPACT

Funding for the proposed ROW acquisition is included in the current Fiscal Year 2013/2014 budget. The design and construction of the project is funded with the proceeds from the California Communities Gas Tax Revenue Certificates of Participation (COPS), Series 2011B (TRIP – Total Road Improvement Program) in the amount of $15 Million (overall project budget). These funds have been allocated for the Nason Street from Cactus Avenue to Fir Avenue Street Improvement project and cannot be utilized for operational activities. There is no impact on the City's General Fund.

BUDGETED FUNDS FOR DESIGN, RIGHT OF WAY, AND CONSTRUCTION:
Fiscal Year 2013/2014 Budget
(Account No. 2000-70-77-80001 / Project No. 801 0001 70 77) $14,300,000

ESTIMATED PROJECT COSTS:

Remaining Design and Design Management Costs	$550,000
Right of Way	$1,450,000
Utility Relocation Costs (including SCE Engineering Deposit)*	$2,300,000
Construction and Construction Management Costs	$10,000,000
Total Estimated Project Costs	$14,300,000

*An additional $850,000 of separate SCE Rule 20A funds is also estimated for Utility Relocation

CITY COUNCIL GOALS

Public Safety:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

Public Facilities and Capital Projects:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

Positive Environment:
Create a positive environment for the development of Moreno Valley's future.

NOTIFICATION

The Plan was provided to the occupants of the subject property at least 30 days prior to the presentation of this report. The City's real property consultant, OPC, also met in person with the occupants of the subject property to fully explain the Plan.

ATTACHMENTS

Attachment 1: Location Map
Attachment 2: Proposed Resolution
Attachment 3: Relocation Plan

Prepared By:
Lorenz R. Gonzales
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

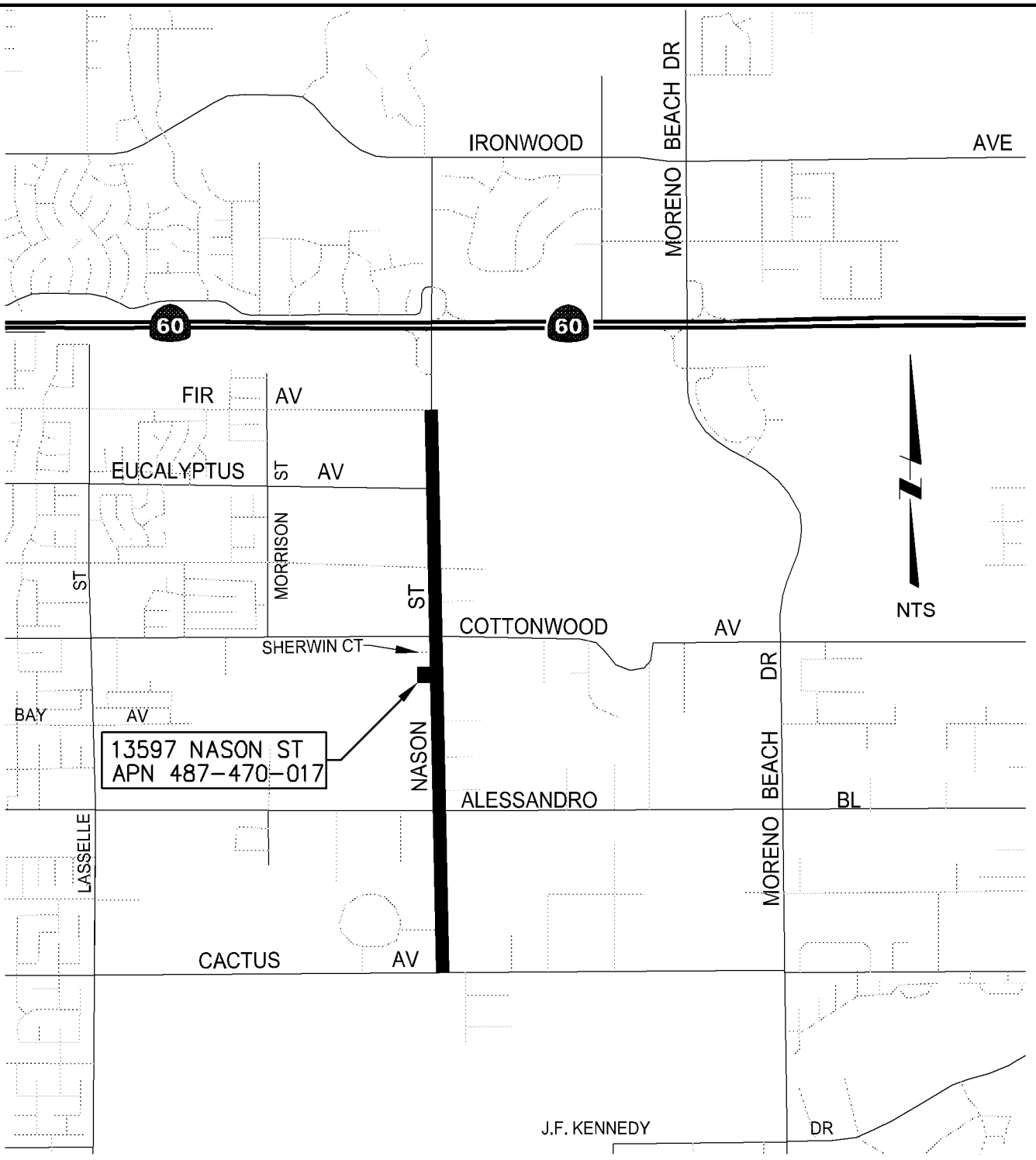

LOCATION MAP

Public Works Department
Capital Projects Division

Scale: None

ATTACHMENT 1

NASON STREET FROM CACTUS AVENUE
TO FIR AVENUE STREET IMPROVEMENT PROJECT
RELOCATION PLAN
PROJECT NUMBER 801 0001 70 77

RESOLUTION NO. 2013-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE RELOCATION PLAN FOR ELIGIBLE OCCUPANTS OF A SINGLE FAMILY RESIDENCE LOCATED AT 13597 NASON STREET (APN 487-470-017) FOR THE NASON STREET FROM CACTUS AVENUE TO FIR AVENUE STREET IMPROVEMENT PROJECT – PROJECT NO. 801 0001 70 77

WHEREAS, the State Relocation Law (California Government Code Section 7260 et seq.) and the State Relocation Guidelines (California Code of Regulations, Title 25, Chapter 6 et seq.) require the City to approve a relocation plan and provide relocation assistance and benefits to eligible residential and business occupants that are either permanently or temporarily displaced; and

WHEREAS, the City, pursuant to the State Relocation Law and the State Relocation Guidelines, has prepared a Relocation Plan, which is attached to this resolution; and

WHEREAS, the proposed action to approve the Relocation Plan is an administrative action and does not constitute a project under the California Environmental Quality Act per Guidelines Section 15262.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The Relocation Plan for eligible occupants of the Site is approved.

2. The City Manager and/or his designee is hereby authorized and directed to act on the City's behalf on all matters pertaining to the approved Relocation Plan including entering into agreement(s) with eligible occupants and payment of benefits to eligible occupants.

3. This resolution shall become effective immediately upon adoption.

APPROVED AND ADOPTED this 10th day of September, 2013.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00213474

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-68 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 10th day of September, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

MV00213475

Nason Street Widening Project From Cactus Avenue to Fir Avenue

FINAL RELOCATION PLAN

Prepared for:
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

By:

Overland, Pacific & Cutler, Inc.
2280 Market Street, Suite 200
Riverside, California 92501
(951) 683-2353

July 2013

Adopted

Date _____

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Introduction

The City of Moreno Valley (the "City") has authorized the preparation of a Relocation Plan to be undertaken in connection with the commencement of the proposed street improvements necessary to widen Nason Street from Cactus Avenue to Fir Avenue in Moreno Valley. The proposed Nason Street Widening Project ("Project") requires the acquisition of necessary right of way to widen Nason Street from Cactus Avenue to Fir Avenue. This area on Nason Street from Cactus Avenue to Fir Avenue is an existing two to four lane road that would be improved into a four to six lane road though pavement widening, curb, gutter and median construction/ reconstruction, traffic signal upgrades, storm drainage modifications, undergrounding of utility lines, installation/modification of water facilities, sidewalk, and bicycle lanes, side street intersection improvements, and American with Disabilities Act (ADA) ramp and bus bay construction. The improvement would require new right of way acquisition of vacant and improved land.

The currently proposed phase of the Project requires a partial acquisition which impacts a single-family dwelling along Nason Street in City of Moreno Valley jurisdiction. The proposed Project would involve the acquisition and demolition of one single-family residence (SFR) and permanent relocation of one household to accommodate the actions of the proposed Project.

The needs and characteristics of the displacee population, available relocation resources and the City's program to provide assistance to each affected person are general subjects of this Relocation Plan (Plan). This Plan conforms to the requirements of the California Relocation Assistance Law, *Government Code* §7260, et seq. (Law), the Relocation Assistance and Real Property Acquisition Guidelines adopted by the Department of Housing and Community Development and Title 25, *California Code of Regulations* §6000, et seq. (Guidelines).

This Plan is organized in five sections:

1. Project description (**SECTION I**);
2. Assessment of the relocation needs of persons subject to displacement (**SECTION II**);
3. Assessment of available replacement housing units within the City of Moreno Valley and surrounding communities (**SECTION III**);
4. Description of the City's relocation program (**SECTION IV**);
5. Description of the City's outreach efforts, Project timeline and budget (**SECTION V**).

MV00213479

I. Project Description

A. Regional Location

The Project is located in the City of Moreno Valley in Riverside County. Moreno Valley is located approximately 60 miles east of the City of Los Angeles and is easily accessible by SR-60 and Interstate 215 (I-215). Adjacent communities include Riverside, Loma Linda, Beaumont, Yucaipa, Redlands, Grand Terrace, and Perris. (See Figure 1: Regional Project Location)

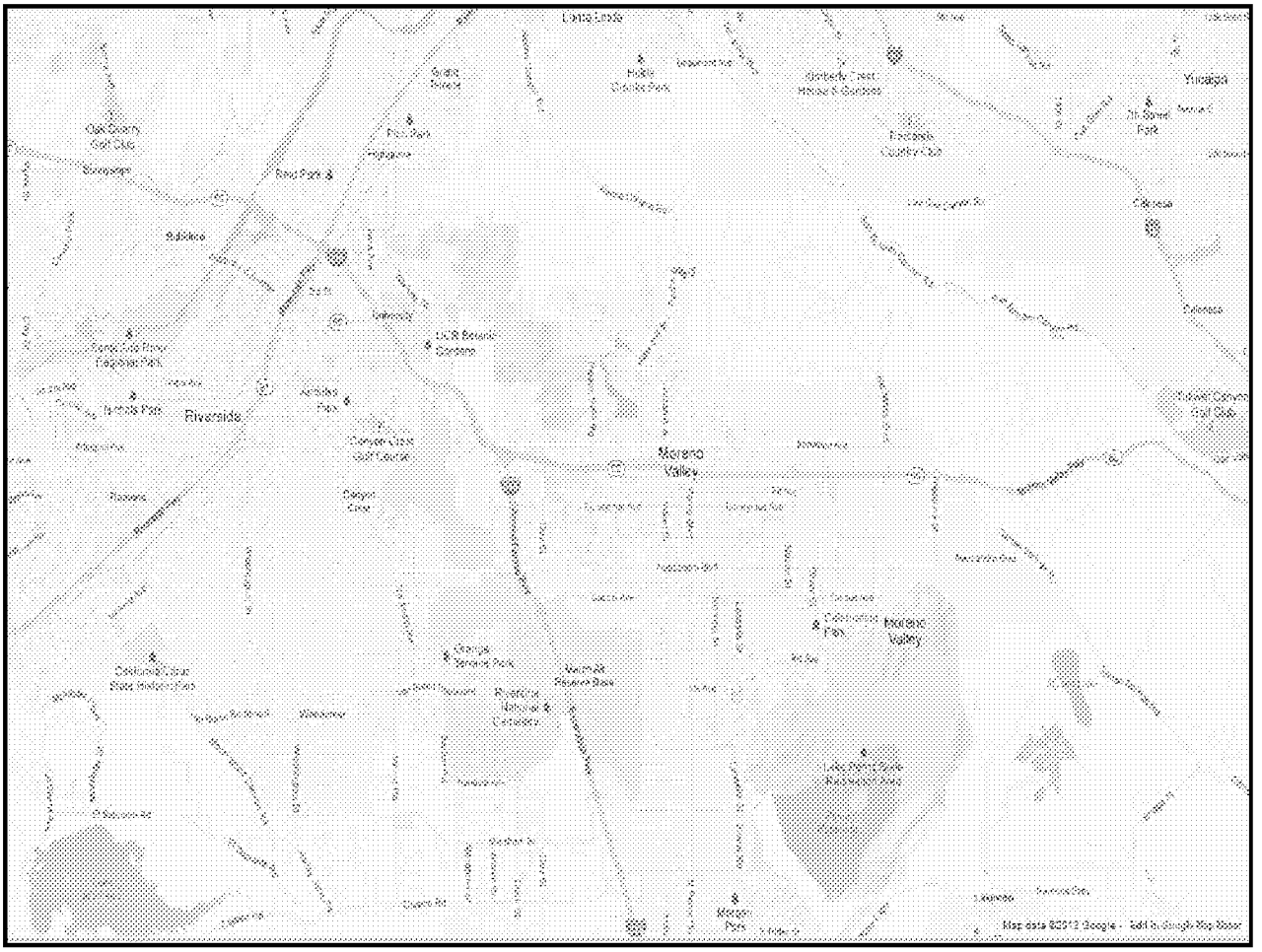

Figure 1: Regional Project Location

The Project site consists of the entire width of Nason Street from Cactus Avenue to Fir Avenue. (See Figure 2: Project Site Location and Description). The Project area of construction is approximately 28 acres.

Due to the nature of the proposed improvements and the impact on the subject property, there will be only one single-family dwelling that will need to be acquired.

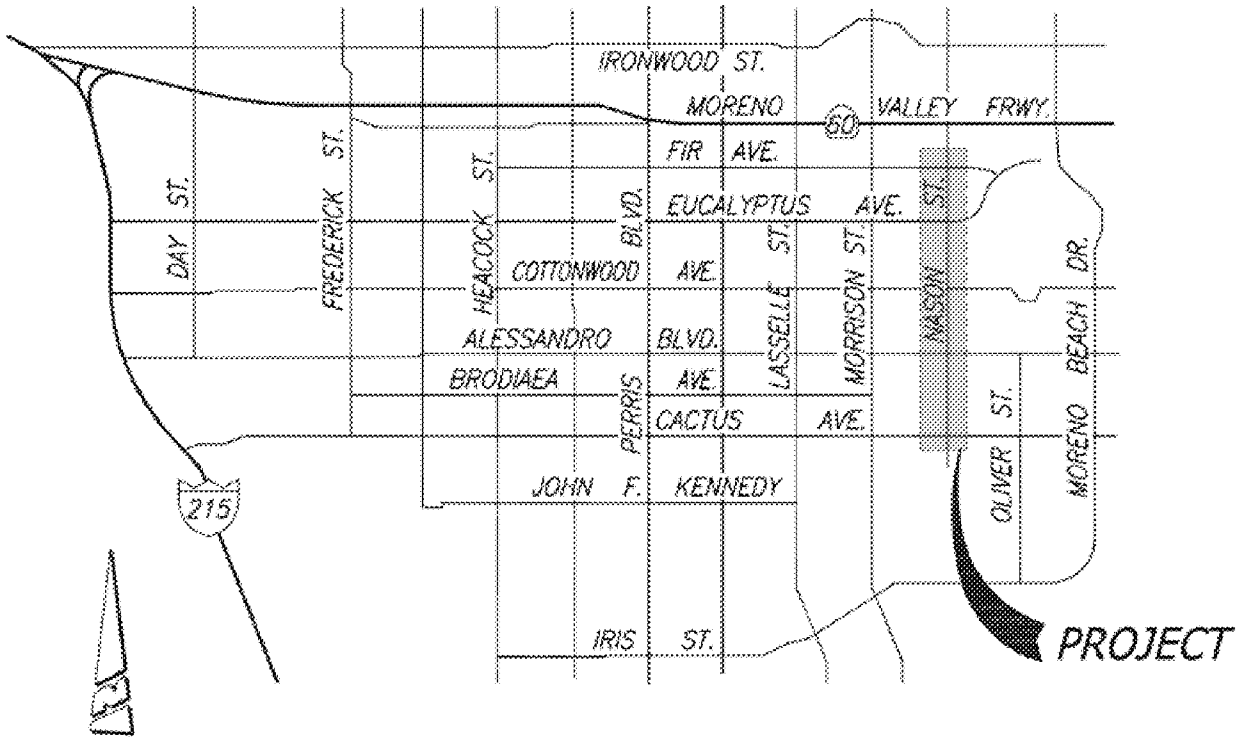

NASON STREET WIDENING PROJECT
CITY OF MORENO VALLEY

CACTUS AVENUE TO FIR AVENUE

FIGURE 2: PROJECT SITE LOCATION AND DESCRIPTION
SOURCE: THE THOMAS GUIDE, 2008 EDITION, SAN BERNARDINO AND RIVERSIDE COUNTIES – PAGE 718

B. General Demographic and Housing Characteristics

According to the 2010 U.S. Census, the population of the City of Moreno Valley is 193,365, and the population of the impacted Census Tract 426.22 is 4,107 (see **Table 1.**). Corresponding Census data concerning the housing mix is shown in **Table 2.**

Table 1: 2010 Census Population – City of Moreno Valley and Impacted Tract

Population	Tract 426.22	%	City	%
Total Population	4,107	100.0%	193,365	100.0%
White	1,430	34.8%	80,969	41.9%
Black or African American	789	19.2%	34,889	18.0%
American Indian or Alaska Native	38	0.9%	1,721	0.9%
Asian	635	15.5%	11,867	6.1%
Native Hawaiian or Other Pacific Islander	8	0.2%	1,117	0.6%
Some Other Race	953	23.2%	51,741	26.8%
Two or More Races	254	6.2%	11,061	5.7%
Hispanic or Latino (of Any Race)	1,816	44.2%	105,169	54.4%

Source: U.S. Census Bureau, QT-P3. Race, Hispanic or Latino, and Age: 2010.

Table 2: 2010 Census Housing Units – City of Moreno Valley and Impacted Tract

Type	Tract 426.22	%	City	%
Total Units	1,360	100.0%	55,559	100.0%
Owner-Occupied	651	47.9%	33,393	60.1%
Renter-Occupied	583	42.8%	18,199	32.8%
Vacant Housing Units	126	9.3%	3,967	7.1%
Available for Sale Only (of Total Vacant Units)	43	34.1%	1,196	30.1%
Available for Rent – Full Time Occupancy (of Total Vacant Units)	50	39.7%	1,486	37.5%
Sold or Rented – Not Occupied	12	9.5%	243	6.1%
Otherwise Not Available (e.g. seasonal, recreational, migratory, occasional use)	4	3.2%	131	3.3%
Other Vacant	17	13.5%	911	23.0%

Source: U.S. Census Bureau, QT-H1. General Housing Characteristics: 2010.

II. Assessment of Relocation Needs

A. Survey Method

To obtain information necessary for the preparation of this Plan, a personal interview with the residents to be permanently displaced was conducted in April 2013. The interviewer was successful in obtaining survey responses from the one occupied household in the Project area that is to be displaced. The data in this section of the Plan are based solely on the unsubstantiated responses of those individuals who participated in the survey.

Inquiries made of the residential occupants concerned household size and composition, income, rent and mortgage payments, length of occupancy, ethnicity, home language, physical disabilities, and replacement housing preferences. A sample of the residential interview form used in the interview process is presented as **Exhibit A** of this report.

B. Field Survey Data

1. *Current Occupants*

There is one residential household that will be relocated as part of the Project. At the time of the interview, based on data known for the one household to be displaced, there was one adult and three children (17 years or younger) onsite to be permanently displaced.

The project occupants reside in a SFR. Among the individual households to be displaced, there is one tenant-occupied household. The commonly accepted standard for housing density allows two persons per bedroom and one person in the common living area. Based on this criterion and available tenant data, there are no overcrowded units among the tenant-occupied households.

2. *Replacement Housing Needs*

Replacement housing needs, as expressed in this plan, are defined by the total number of required replacement units and distribution of those units by bedroom size. The projected number of required units by bedroom size is calculated by comparing survey data for household size with typical replacement housing occupancy standards. These standards, generally, allow for up to three persons in a one-bedroom unit, five persons in a two-bedroom unit, seven persons in a three-bedroom unit and nine or more persons in a four-bedroom unit.

Replacement units required for the displaced Project occupants include one three-bedroom SFR for rent.

3. *Income*

Income information was provided by the only tenant household. According to income standards for the County of Riverside (**Exhibit B**) adjusted for family size as published by the United States Department of Housing and Urban Development (HUD), the household qualifies as Very Low Income (39% of area median income).

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4. *Ethnicity/Language*

Based on information from the single household who participated in the survey, the ethnicity stated was as Hispanic for the one household and the household reported English as their preferred language.

5. *Senior/Handicapped Households*

There are no known households identified with a senior head of household or spouse (62 years or older) in the Project. It was reported that a female child living in the household is a child with special needs that are due to behavioral issues.

6. *Preferred Relocation Areas*

The single household indicated that they preferred to remain within Riverside County in order to maintain current access to employment, schools, and family.

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III. Relocation Resources

A. Methodology

For residential housing, a resource survey was initially conducted to identify available homes for rent and for sale within a ten-mile radius from the Project site and then expanding throughout the Moreno Valley area. The following source was utilized:

- Internet sources for rental and purchase opportunities, including the Multiple Listing Service.

B. Replacement Housing Availability

1. *Residential Rental Housing*

The rental replacement housing survey considered SFRs for rent in Moreno Valley. This data is summarized in **Table 3** below. The individual figures for number of units found by bedroom size are presented in the table alongside the number of units needed (shown in parentheses) to meet the re-housing obligations.

Table 3: Availability and Cost of Replacement Rental Housing

Bedroom Size	Three
# Found (# Needed)	74 (1)
Rent Range	$995 - $2,300
Median Rent	$1,647.50

The median rent amount shown in the table is among the figures used to make benefit and budget projections for the Plan. This amount is, naturally, subject to change according to the market rates prevailing at the time of displacement.

2. *Summary*

Considering the above described availability of replacement housing resources gathered in April 2013, there are adequate replacement resources for the residential occupants.

Based on survey results of rental opportunities and the tenants' current rent, the tenant occupants will likely not have an increase in monthly rent. However, possible increases, if any, will be met through the Agency's obligation under the relocation regulations, including Last Resort Housing (LHR) requirements. (See Section IV.E, Last Resort Housing).

C. Related Issues

1. *Concurrent Residential Displacement*

At this time, there are no other current public projects causing significant displacements underway in the City of Moreno Valley or adjacent communities which would compete with the Project for needed housing resources. The funding source is California Communities Gas Tax

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Revenue Certificates of Participation (COPS), Series 2011B (Total Road Improvement Program [TRIP]). As shown in Tables 3 and 4, there are adequate resources available for replacement sites. No residential displacee will be required to move without both adequate notice and access to available affordable decent, safe and sanitary housing.

2. *Temporary Housing*

No need for temporary housing is anticipated.

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IV. The Relocation Program

The City's Relocation Program is designed to minimize hardship, be responsive to unique project circumstances, emphasize maintaining personal contact with all affected individuals, consistently apply all regulatory criteria to formulate eligibility and benefit determinations and conform to all applicable requirements.

The City has retained Overland, Pacific & Cutler, Inc. ("OPC") to administer the Relocation Program. OPC has worked on more than 3,000 public acquisition and relocation projects over the past 32 years. Additionally, OPC has an extensive resume of redevelopment and public works projects undertaken in the City of Moreno Valley and other Southern California communities. Experienced City staff will monitor the performance of OPC and be responsible to approve or disapprove OPC recommendations concerning eligibility and benefit determinations and interpretations of the City's policy.

The Relocation Program consists of two principal constituents: Advisory Assistance and Financial Assistance.

A. Advisory Assistance

Individuals who will need to move from existing homes will receive advisory assistance. Advisory assistance services are intended to:

- inform displacees about the relocation program
- help in the process of finding appropriate replacement accommodations
- facilitate claims processing
- maintain a communication link with the City
- coordinate the involvement of outside service providers

To follow through on the advisory assistance component of the relocation program and assure that the City meets its obligations under the law, relocation staff will perform the following functions:

1. Distribute appropriate written information concerning the City's relocation program;
2. Inform eligible project occupants of the nature of, and procedures for, obtaining available relocation assistance and benefits (see **Exhibit C**);
3. Determine the needs of each residential displacee eligible for assistance;
4. Provide residential displacees with at least three referrals to comparable replacement housing within a reasonable time prior to displacement;
5. Maintain an updated database of available housing resources, and distribute referral information to displacees for the duration of the Project;
6. Provide transportation to residential displacees, if necessary, to inspect replacement sites within the local area;

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7. Offer special assistance to help elderly or disabled displacees find housing near friends, relatives, medical facilities, services and convenient transportation;
8. Provide continuously updated referrals to potential replacement sites within a reasonable time prior to displacement,
9. Supply information concerning federal and state programs and other governmental programs providing assistance to displaced persons;
10. Assist each eligible displacee in the preparation and submission of relocation assistance claims;
11. Provide additional reasonable services necessary to successfully relocate occupants;
12. Make benefit determinations and payments in accordance with applicable law and the City's adopted relocation guidelines;
13. Assure that no occupant is required to move without a minimum of 90 days written notice to vacate. This notice could be part of, separate from, or be an Order for Immediate Possession issued from the Court;
14. Inform all persons, subject to displacement, of the City's policies with regard to eviction and property management;
15. Establish and maintain a formal grievance procedure for use by displaced persons seeking administrative review of the City's decision with respect to relocation assistance; and,
16. Provide assistance that does not result in different or separate treatment due to race, color, religion, national origin, sex, marital status or other arbitrary circumstances.

B. Relocation Benefits

Specific eligibility requirements and benefit plans will be detailed on an individual basis with all displacees. In the course of personal interviews and follow-up visits, each displacee will be counseled as to available options and the consequences of any choice with respect to financial assistance.

Relocation benefits will be paid to eligible displacees upon submission of required claim forms and documentation in accordance with the City's administrative procedures. The City may process advance payment requests from determined eligibility amounts to mitigate hardships for residential occupants who do not have access to sufficient funds to initially secure replacement housing such as paying an escrow deposit or first month's rent and security deposit. Approved requests will be processed expeditiously to help avoid the loss of desirable, appropriate replacement housing.

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1. *Residential Moving Expense Payments*

All residential occupants to be relocated will be eligible to receive a payment for moving expenses. Moving expense payments will be made based upon the actual cost of a professional move or a fixed payment based on a room-count schedule.

a. *Actual Cost (Professional Move)*

The displacee may elect to retain the services of a licensed professional mover, in which case the City will pay the actual cost of moving services, based on the lower of at least two (2) acceptable bids. (The City may, at its discretion, solicit competitive bids to determine the lowest, reasonable move cost.) After the move is complete, the displacee may request a direct payment from the City to the mover.

b. *Fixed Payment (based on Room Count Schedule)*

The displacee may, while taking full responsibility for the move, elect to receive a fixed payment for moving expenses based on a room count in the displacement dwelling. The fixed payment is a one-time, all inclusive allowance that does not require back-up documentation. The current schedule for fixed payments is set forth in **Table 4**:

Table 4: Schedule of Fixed Moving Payments

Unfurnished Dwelling									
Room count	1	2	3	4	5	6	7	8	Each additional
Amount	$685	$880	$1,100	$1,295	$1,570	$1,815	$2,090	$2,365	$250
Furnished Dwelling									
Room count	1	each additional							
Amount	$450	$85							

Source: California Department of Transportation – June 2012

2. *Rental Assistance to Tenants Who Choose to Rent*

A tenant displaced from a dwelling may be entitled to a Replacement Housing Payment in the form of rental or downpayment assistance not-to-exceed $5,250 (prior to consideration of eligibility for Last Resort Housing benefits – see Section IV.E, Last Resort Housing), if the displacee:

1. Has actually and lawfully occupied the displacement dwelling for at least 90 days immediately prior to the initiation of negotiations; and
2. Has rented, or purchased, and occupied a decent, safe, and sanitary replacement dwelling within one year (unless the Agency extends this period for good cause) after the date he or she moves from the displacement dwelling.

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Rental Assistance payment amounts are equal to 42 times the difference between the base monthly rent and the lesser of:

1. The monthly rent and estimated average monthly cost of utilities for a comparable replacement dwelling; or
2. The monthly rent and estimated average monthly cost of utilities for the decent, safe and sanitary replacement dwelling actually occupied by displaced person.

The base monthly rent for the displacement dwelling is the lesser of:

1. The average monthly cost for rent and utilities at the displacement dwelling 90 days prior to the offer on the property. For owner-occupants or households, which pay no rent, Fair Market Rent will be used as a substitute for actual rent; or
2. Thirty percent (30%) of the displaced person's average, monthly, adjusted gross household income. If a displacee refuses to provide appropriate evidence of income or is a dependent, the base monthly rent shall be determined to be the average monthly cost for rent and utilities at the displacement dwelling; or
3. The total of the amount designated for shelter and utilities if receiving a welfare assistance payment from a program that designated the amounts for shelter and utilities.

Table 5 illustrates the computation of a rental/downpayment assistance payment.

Table 5: Computation of Rental Assistance Payments (Tenants)

1. Old Rent	$650	Old Rent, plus Utility Allowance
		or
2. Ability to Pay	$700	30% of the Adjusted Gross Household Income*
3. Lesser of lines 1 **or** 2	$650	Base Monthly Rental
Subtract From:		
4. Actual New Rent	$750	Actual New Rent including Utility Allowance
		or
5. Comparable Rent	$775	Determined by Agency, includes Utility Allowance
6. Lesser of lines 4 **or** 5	$750	
7. Yields Monthly Need	$100	Subtract line 3 from line 6
8. Rental Assistance Payment	**$4,200**	**Multiply line 7 by 42 months**

*Gross income means the total amount of annual income of a household less the following: (1) a deduction for each dependent in excess of three; (2) a deduction of 10% of total income for the elderly or disabled head of household; (3) a deduction for recurring extraordinary medical expenses defined for this purpose to mean medical expenses in excess of 3% of total income, where not compensated for, or covered by insurance or other sources; (4) a deduction of reasonable amounts paid for the care of children or sick or incapacitate family members when determined to be necessary to employment of head of household or spouse, except that the amount shall not exceed the amount of income received by the person who would not otherwise be able to seek employment in the absence of such care.

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3. *Downpayment Assistance to Tenants Who Choose to Purchase*

Displacees otherwise eligible to receive a Rental Assistance payment as previously described, may choose to utilize the full amount of their rental assistance eligibility amount (including Last Resort benefit) to purchase a home. Such payments shall be deposited directly into an escrow account with provisions that allow the Agency to recover its funds should the escrow be cancelled or not proceed in a timely manner. These funds can be used as a downpayment and/or to pay for eligible non-recurring closing costs.

4. *Payment to Non-Tenured Residential Tenants*

A residential tenant who has actually and lawfully occupied the displacement dwelling for less than 90 days immediately prior to the initiation of negotiations is entitled to receive a moving expense payment. Additionally, non-tenured residential tenants may qualify for a rental assistance payment under the provisions of Last Resort Housing assistance (see Section IV.E, Last Resort Housing). Such assistance is authorized when comparable replacement housing is not available at rental rates within the tenant's financial means (30% of gross monthly household income). Last Resort Housing assistance to non-tenured households is based solely on income.

C. Determination of Comparable Housing

Relocation staff will evaluate the cost of comparable replacement housing in the preparation of each individual Notice of Eligibility issued to residential displacees. For residential tenant occupants, the cost of comparable replacement housing will be determined by the comparative method.

D. General Information Regarding the Payment of Relocation Benefits

Claims and supporting documentation for relocation benefits must be filed with the City no later than 18 months after the date of displacement. The procedure for the preparation and filing of claims, and the processing and delivery of payments, will be as follows:

1. Claimant(s) will provide all necessary documentation to substantiate eligibility for assistance;
2. Relocation staff will review all necessary documentation including, but not limited to, income verification, lease documents and escrow material before reaching a determination as to which expenses are eligible for compensation;
3. Required claims forms will be prepared by relocation staff and presented to the claimant for review. Signed claims and supporting documentation will be returned to relocation staff and submitted to the City;
4. The City will review and approve claims for payment, or request additional information;
5. The City will issue benefit checks to claimants in the most secure, expeditious manner possible;

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6. Final payments to residential displacees will be issued after confirmation that the Project premises have been completely vacated and actual residency at the replacement unit is verified;

7. Receipts of payment and all claims materials will be maintained in the relocation case file.

E. Last Resort Housing

Specifically, for renters, when the computed replacement housing assistance eligibility exceeds $5,250 or replacement dwelling monthly rental costs (including utilities and other reasonable recurring expenses) exceeds 30% of the person's average monthly income, Last Resort Housing will have to be provided.

Therefore, if the Project is to go forward, the City will authorize its funds or funds authorized for the Project to provide housing of last resort. Funds will be used to make payments in excess of the monetary limit specified in the statute ($5,250); hence, satisfying the requirement that "comparable replacement housing" is available.

A displaced tenant household will be entitled to consideration for supplementary benefits in the form of Last Resort Housing assistance when the computed replacement housing assistance eligibility exceeds $5,250 or replacement dwelling monthly rental costs (including utilities and other reasonable recurring expenses) exceed 30% of the person's average monthly income (financial means) or when a tenant fails to meet the 90-day occupancy requirement and comparable replacement rental housing is not available within the displaced person's financial means. Calculations of Last Resort rental assistance benefits for tenants who fail to meet the 90-day occupancy requirement will be based solely on household income. Non 90-day qualifiers must meet basic eligibility requirements applied to all other displacees.

The City may pay Last Resort Housing payments in installments or a lump sum. Recipients of Last Resort rental assistance, who intend to purchase rather than re-rent replacement housing, will have the right to request a lump sum payment of all benefits in the form of downpayment assistance.

F. Relocation Tax Consequences

California Government Code Section 7269 indicates no relocation payment received shall be considered as income for the purposes of the Personal Income Tax Law, Part 10 (commencing with Section 170 01) of Division 2 of the Revenue and Taxation Code, or the Bank and Corporation Tax law, Part 11 (commencing with Section 23001) of Division 2 of the Revenue and Taxation Code. Furthermore, federal regulations (49 CFR Part 24, Section 24.209) also indicate that no payment received under this part (Part 24) shall be considered as income for the purpose of the Internal Revenue Code of 1954, which has been redesignated as the Internal Revenue Code of 1986. No federal dollars are anticipated for this project. Therefore, federal regulations may not apply and the Internal Revenue Service (IRS) may consider relocation payments as income. The preceding statement is not tendered as legal advice in regard to tax consequences, and displacees should consult with their own tax advisor or legal counsel to determine the current status of such payments.

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(IRS Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting marketing or recommending to another party any matters addressed herein)

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V. Administrative Provisions

A. Notices

Each notice, which the City is required to provide to a Project occupant, shall be personally delivered or sent certified or registered first-class mail, return receipt requested and documented in the case file. Each notice will be written in plain, understandable language. Each notice will indicate the name and telephone number of a person who may be contacted for answers to questions and other needed help.

There are three principal notices:

1. the Information Statement
2. the Notice of Relocation Eligibility, and
3. the 90-Day Vacate Notice.

The Informational Statement is intended to provide potential relocatees with a general written description of the City's relocation program and basic information concerning benefits, conditions of eligibility, noticing requirements and appeal rights. (See **Exhibit C**)

A Notice of Relocation Eligibility (NOE) will be distributed to each residential relocatee. The NOE to residential relocatees contains a determination of eligibility for relocation assistance and a computation of a maximum entitlement based on information provided by the affected household and the analysis of comparable replacement properties undertaken by the relocation staff.

No lawful occupant will be required to move without having received at least 90 days advance written notice of the earliest date by which the move will be necessary. The 90-Day Vacate Notice will state a specific date as the earliest date by which the occupant may be required to move or state that the occupant will receive a further notice indicating, at least 60 days in advance, the specific date of the required move. The 90-Day Vacate Notice will not be issued to any residential displacee before a comparable replacement dwelling has been made available.

In addition to the three principal notices, relocation staff will issue timely written notification in the form of a Reminder Notice, which discusses the possible loss of rights and sets the expiration date for the loss of benefits to those persons who:

1. are eligible for monetary benefits
2. have moved from the acquired property, and
3. have not filed a claim for benefits.

Reminder Notices will be issued periodically throughout the qualification period. An attempt shall be made to make written contact with all non-responsive relocatees no later than within the last six months prior to the filing expiration date.

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B. Privacy of Records

All information obtained from displacees is considered confidential and will not be shared without consent of the displacee or the City or as a requirement of a specific Public Records Request in accordance with State law. Relocation staff will comply with federal regulations concerning safeguarding of relocation files and their contents.

C. Grievance Procedures

The City's grievance policy will follow the standards described in Article 5 Section 6150, et seq. of the State guidelines. Briefly stated, displacees will have the right to ask for administrative review when they believe themselves aggrieved by a determination as to eligibility, the amount of payment, the failure to provide comparable replacement housing referrals or the City's property management practices.

Requests for review will be directed first to the Director of Public Works or an authorized designee of the City and subsequently to a formal Relocation Appeals Board, at the election of the appellant complainant. Details concerning the entire appeals process will be provided upon request.

D. Eviction Policy

The City recognizes that eviction is permissible only as a last resort, and that relocation records must be documented to reflect the specific circumstances surrounding any eviction. Eviction will only take place in cases of nonpayment of rent, serious violation of the rental agreement, a dangerous or illegal act in the unit, of if the household refuses all reasonable offers of alternate accommodation. In the event of an eviction for cause, the household may forfeit their eligibility for relocation benefits.

E. Citizen Participation

A community meeting regarding this Project phase was held on June 27, 2012 at the local high school that fronts Nason Street in the proposed Project area. As the process for considering the Project moves forward, the City will observe the following protocol:

1. Provide affected tenants with full and timely access to documents relevant to the relocation program;
2. Encourage meaningful participation in reviewing the Relocation Plan and monitoring the relocation assistance program;
3. Provide technical assistance necessary to interpret elements of the Relocation Plan and other pertinent materials;
4. Issue a general notice concerning the availability of the Plan for public review, as required, 30 days prior to its proposed approval; and
5. Include written or oral comments concerning the Plan as an attachment (**Exhibit D**) when it is forwarded to the City Council for approval.

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F. Projected Date of Displacement

The City anticipates that a date specific Notice to Vacate will not be issued prior to **October 2013**. No resident will be required to vacate without a minimum of 90 days' notice. However, a resident may choose to vacate prior to a vacate notice being issued, once they have received their Notice of Eligibility, and be assured they will receive any replacement housing assistance and moving assistance to which they may be entitled.

G. Estimated Relocation Costs

The total budget estimate for relocation-related payments for this Project, including a 10 percent contingency, is **$63,060**.

The Estimated relocation budget does not include any payments related to property acquisition. In addition, the budget does not consider the cost of any services necessary to implement the Plan and complete the relocation element of the Project.

If the Project is to be implemented, and circumstances arise that should change either the number of displaced occupants, or the nature of their activity, the City will authorize any additional compensable funds that may need to be appropriated. The City pledges to appropriate, on a timely basis, the funds necessary to ensure the successful completion of the Project, including funds necessary for Last Resort Housing as indicated in Section IV.E, of this Plan to meet its obligation under the relocation regulations.

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Exhibit A
Residential Relocation Interview Form

Residential Relocation Interview

Client/Project:	Case ID:		
Site Address:	Total occupants:	Interview Date:	☐ Unoccupied
City, St, ZIP:		Interviewer:	☐ No Contact

INDIVIDUAL OCCUPANTS (use additional pages as needed)

1. Name:	Gender: F M	Employer/School:			
Relationship (list 1): HEAD OF HOUSEHOLD	☐ ID verified	Income srce (list 2):	Income/empl. description:	Hire/start date:	Mo Income:
Lawful presence (list 3):	Date of birth:				
Phone/fax/email:	Move-in date:				
Notes/special needs:					

2. Name:	Gender: F M	Employer/School:			
Relationship (list 1):	☐ ID verified	Income srce (list 2):	Income/empl. description:	Hire/start date:	Mo Income:
Lawful presence (list 3):	Date of birth:				
Phone/fax/email:	Move-in date:				
Notes/special needs:					

3. Name:	Gender: F M	Employer/School:			
Relationship (list 1):	☐ ID verified	Income srce (list 2):	Income/empl. description:	Hire/start date:	Mo Income:
Lawful presence (list 3):	Date of birth:				
Phone/fax/email:	Move-in date:				
Notes/special needs:					

4. Name:	Gender: F M	Employer/School:			
Relationship (list 1):	☐ ID verified	Income srce (list 2):	Income/empl. description:	Hire/start date:	Mo Income:
Lawful presence (list 3):	Date of birth:				
Phone/fax/email:	Move-in date:				
Notes/special needs:					

5. Name:	Gender: F M	Employer/School:			
Relationship (list 1):	☐ ID verified	Income srce (list 2):	Income/empl. description:	Hire/start date:	Mo Income:
Lawful presence (list 3):	Date of birth:				
Phone/fax/email:	Move-in date:				
Notes/special needs:					

6. Name:	Gender: F M	Employer/School:			
Relationship (list 1):	☐ ID verified	Income srce (list 2):	Income/empl. description:	Hire/start date:	Mo Income:
Lawful presence (list 3):	Date of birth:				
Phone/fax/email:	Move-in date:				
Notes/special needs:					

DWELLING

Mailing Address:

City, St, ZIP:

Carbon Copy Address:

City, St, ZIP:

Dwelling Type (list 4):

Bedrooms:	Attic/Utility/Storage:	Approx Sq Ft:
Kitchen:	Basement:	Bathrooms:
Living/family rooms:	Garage:	Garage Spaces:
Dining room:	Other/Extra:	Carport Spaces:
Den/Office:	**Total physical and content rooms to move:**	Parking Spaces:
Total Rooms:		Number of cars:

Air Cond: ☐Central ☐Wall/Window ☐Heat Pump ☐Evap./Swamp ☐None

Heating: ☐FAU ☐Radiant ☐Hot Water ☐Space Htr ☐Solar ☐Heat Pump

Dwelling Condition: ☐ Good ☐ Fair ☐ Poor

Neighborhood Condition: ☐ Good ☐ Fair ☐ Poor

Amenities:

TENANT

Rent terms: ☐ Month-Month ☐ Lease, months left:

☐ Rent reduced in exchange for service ☐ Unit furnished by tenant

Monthly contract rent: $ Security deposit: $

Landlord/manager name/ph:

☐ Written rental agreement available? ☐ Rent receipts available?

☐ Receiving Section 8 or other housing assistance?

Caseworker name/ph:

Monthly tenant portion of rent: $

Annual family/child care expenses to allow work: $

Annual non-reimbursed medical expenses: $

Annual non-reimb. handicapped assistance expenses: $

Utilities paid by tenant:

☐ Gas: $

☐ Electric: $

☐ Water: $

☐ Sewer: $

☐ Trash: $

☐ NONE

Pets:

Energy source:	Gas	Electr	Oil	Other
Cooking Stove:	☐	☐	☐	_____
Water Heater:	☐	☐	☐	_____
Space Heat:	☐	☐	☐	_____
Air Conditioning:	☐	☐	☐	_____

HOUSEHOLD

☐ Primary residence of all occupants? (If not, explain in notes)

☐ Can someone read/understand English? If not, language:

Race/Ethnicity: ☐ American Indian/Alaskan ☐ Asian ☐ Black/African-American ☐ Hawaiian/Pacific Islander ☐ Hispanic/Latino ☐ White ☐ Other ☐ Mixed

Subscribe to: ☐ Land phone ☐ TV service ☐ Internet

☐ Home-based business? (describe in notes)

☐ Rent rooms in dwelling? (describe in notes)

☐ On fixed income or public assistance? (describe in Occupants)

☐ Disabled occupants? (describe modifications/needs in Occupants)

Replacement site special needs (mark and describe in Notes)

☐ Employment access ☐ Shopping

☐ Public transport ☐ Religious

☐ Medical facilities/services ☐ Social/Public services

☐ School needs ☐ Relatives/Ethnic

☐ Childcare ☐ Other special needs

☐ All occupants to move to the same dwelling? (if not, explain in notes)

Replacement dwelling preference: ☐ Rent ☐ Buy

Can relocate from: ☐ Neighborhood ☐ City ☐ County ☐ State

Preferred relocation areas:

HOMEOWNER

Lot size (sq ft):	Date purchased:	Age (yrs):
☐ Own clear, no mortg/loans	☐ Negative equity	# of stories:

1st Loan Information	2nd Loan Information
Lender:	Lender:
Loan Type (list 5):	Loan Type (list 5):
Current % Rate:	Current % Rate:
Principal Balance: $	Principal Balance: $
Original Date:	Original Date:
Remaining months:	Remaining months:
Monthly P&I payment:	Monthly P&I payment:

MOBILE HOME

Pad space: ☐ Rent ☐ Own	Coach: ☐ Rent ☐ Own
Pad rent: $	Make/Model:
Coach length (ft):	Year:
Coach width (ft):	Decal #:

INTERVIEW NOTES (explain all special dwelling/household circumstances, including those noted on page 2)

1. Relation: Spouse, Child, Foster Child, Parent, Partner, Sibling, Aunt/Uncle, Cousin, Grandparent, Parent In-Law, Sibling In-Law, Other Relative, Roommate
2. Income: Wages/Salaries, Social Security/Disab/Pension, Child Support/Alimony, Welfare/TANF/AFDC, Family Subsidy/Gift, Business Income, Interest/Dividends, Unempl./Workers Comp, AF pay, EITC, Cash Income, Rent Reduction, Other
3. Legal Status: Unknown, Citizen/National, Lawful Other, NOT Lawful, Decline to provide.
4. Dwelling: SFR, Duplex, 3-Plex, 4-Plex, Apartment, Condo/Townhome, Hotel/Motel, Mobile Home, RV, Other
5. Loans: Fixed Mortgage, Adjustable Mortgage, Interest Only, Fixed HELOC, Adjustable HELOC, Reverse Mortgage, Other

I certify that all occupants have been identified above and that all information provided for this survey is true and complete to the best of my knowledge.

Claimant Name: Date: Signature:

Exhibit B
HUD Income Limits – Riverside County

State Income Limits for 2012

See instructions on last page to use income limits to determine applicant eligibility and calculate affordable housing cost and rent

County	Income Category	Number of Persons in Household 1	2	3	4	5	6	7	8
Riverside County	Extremely Low	14,100	16,100	18,100	**20,100**	21,750	23,350	24,950	26,550
4-Person	Very Low Income	23,450	26,800	30,150	**33,500**	36,200	38,900	41,550	44,250
Area Median Income	Lower Income	37,550	42,900	48,250	**53,600**	57,900	62,200	66,500	70,800
63,300	Median Income	44,300	50,650	56,950	**63,300**	68,350	73,450	78,500	83,550
	Moderate Income	53,150	60,750	68,350	**75,950**	82,050	88,100	94,200	100,250
Sacramento County	Extremely Low	16,000	18,300	20,600	**22,850**	24,700	26,550	28,350	30,200
4-Person	Very Low Income	26,650	30,450	34,250	**38,050**	41,100	44,150	47,200	50,250
Area Median Income	Lower Income	42,650	48,750	54,850	**60,900**	65,800	70,650	75,550	80,400
76,100	Median Income	53,250	60,900	68,500	**76,100**	82,200	88,300	94,350	100,450
	Moderate Income	63,900	73,050	82,150	**91,300**	98,600	105,900	113,200	120,500
San Benito County	Extremely Low	16,700	19,050	21,450	**23,800**	25,750	27,650	29,550	31,450
4-Person	Very Low Income	27,800	31,750	35,700	**39,650**	42,850	46,000	49,200	52,350
Area Median Income	Lower Income	44,450	50,800	57,150	**63,450**	68,550	73,650	78,700	83,800
79,300	Median Income	55,500	63,450	71,350	**79,300**	85,650	92,000	98,350	104,700
	Moderate Income	66,600	76,100	85,650	**95,150**	102,750	110,350	118,000	125,600
San Bernardino County	Extremely Low	14,100	16,100	18,100	**20,100**	21,750	23,350	24,950	26,550
4-Person	Very Low Income	23,450	26,800	30,150	**33,500**	36,200	38,900	41,550	44,250
Area Median Income	Lower Income	37,550	42,900	48,250	**53,600**	57,900	62,200	66,500	70,800
63,300	Median Income	44,300	50,650	56,950	**63,300**	68,350	73,450	78,500	83,550
	Moderate Income	53,150	60,750	68,350	**75,950**	82,050	88,100	94,200	100,250
San Diego County	Extremely Low	16,900	19,300	21,700	**24,100**	26,050	28,000	29,900	31,850
4-Person	Very Low Income	28,150	32,150	36,150	**40,150**	43,400	46,600	49,800	53,000
Area Median Income	Lower Income	45,000	51,400	57,850	**64,250**	69,400	74,550	79,700	84,850
75,900	Median Income	53,150	60,700	68,300	**75,900**	81,950	88,050	94,100	100,200
	Moderate Income	63,750	72,900	82,000	**91,100**	98,400	105,700	112,950	120,250
San Francisco County	Extremely Low	23,350	26,650	30,000	**33,300**	36,000	38,650	41,300	44,000
4-Person	Very Low Income	38,850	44,400	49,950	**55,500**	59,950	64,400	68,850	73,300
Area Median Income	Lower Income	62,200	71,050	79,950	**88,800**	95,950	103,050	110,150	117,250
103,000	Median Income	72,100	82,400	92,700	**103,000**	111,250	119,500	127,700	135,950
	Moderate Income	86,500	98,900	111,250	**123,600**	133,500	143,400	153,250	163,150
San Joaquin County	Extremely Low	13,950	15,950	17,950	**19,900**	21,500	23,100	24,700	26,300
4-Person	Very Low Income	23,250	26,550	29,850	**33,150**	35,850	38,500	41,150	43,800
Area Median Income	Lower Income	37,150	42,450	47,750	**53,050**	57,300	61,550	65,800	70,050
66,300	Median Income	46,400	53,050	59,650	**66,300**	71,600	76,900	82,200	87,500
	Moderate Income	55,700	63,650	71,600	**79,550**	85,900	92,300	98,650	105,000
San Luis Obispo County	Extremely Low	15,850	18,100	20,350	**22,600**	24,450	26,250	28,050	29,850
4-Person	Very Low Income	26,400	30,200	33,950	**37,700**	40,750	43,750	46,750	49,800
Area Median Income	Lower Income	42,250	48,250	54,300	**60,300**	65,150	69,950	74,800	79,600
75,400	Median Income	52,800	60,300	67,850	**75,400**	81,450	87,450	93,500	99,550
	Moderate Income	63,350	72,400	81,450	**90,500**	97,750	105,000	112,200	119,450

See instructions on last page to use these income limits to determine applicant eligibility and calculate affordable housing cost and rent

Exhibit C
Residential Informational Brochure

Relocation Assistance Informational Statement for Families and Individuals

(CA State)

Displacing Agency:
City of Moreno Valley

Project Name:
Nason Street Widening Project

Displacing Agency Representative:

Overland, Pacific & Cutler, Inc.
2280 Market St., Suite 200
Riverside, CA 92501-2117
Phone: (951) 683-2353

Informational Statement Content:

1. General Information
2. Assistance In Locating A Replacement Dwelling
3. Moving Benefits
4. Replacement Housing Payment - Tenants And Certain Others
5. Section 8 Tenants
6. Replacement Housing Payment – Homeowners
7. Qualification For And Filing Of Relocation Claims
8. Last Resort Housing Assistance
9. Rental Agreement
10. Evictions
11. Appeal Procedures – Grievance
12. Tax Status of Relocation Benefits
13. Non-Discrimination and Fair Housing
14. Additional Information And Assistance Available

Spanish speaking agents are available. Si necesita esta información en español, por favor llame a su agente.

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Informational Statement for Families and Individuals

(CA State)

1. GENERAL INFORMATION

The dwelling in which you now live is in a project area to be improved by, or financed through, the Displacing Agency using state and/or local funds. If and when the project proceeds, and it is necessary for you to move from your dwelling, you may be eligible for certain benefits. You will be notified in a timely manner as to the date by which you must move. Please read this information, as it will be helpful to you in determining your eligibility and the amount of the relocation benefits you may receive under the state law. You will need to provide adequate and timely information to determine your relocation benefits. The information is voluntary, but if you don't provide it, you may not receive the benefits or it may take longer to pay you. We suggest you save this informational statement for reference.

The Displacing Agency has retained the professional firm of **Overland, Pacific & Cutler, Inc. (OPC)** to provide relocation assistance to you. The firm is available to explain the program and benefits. Their address and telephone number is listed on the cover.

PLEASE DO NOT MOVE PREMATURELY. THIS IS NOT A NOTICE TO VACATE YOUR DWELLING. However, if you desire to move sooner than required, you must contact your agent at Overland, Pacific & Cutler, Inc., so you will not jeopardize any benefits. This is a general informational brochure only, and is not intended to give a detailed description of either the law or regulations pertaining to the Displacing Agency's relocation assistance program.

Please continue to pay your rent to your current landlord, otherwise you may be evicted and jeopardize the relocation benefits to which you may be entitled to receive. Once the Displacing Agency acquires the property, you will also be required to pay rent to the Displacing Agency.

2. ASSISTANCE IN LOCATING A REPLACEMENT DWELLING

The Displacing Agency, through its representatives, will assist you in locating a comparable replacement dwelling by providing referrals to appropriate and available housing units. You are encouraged to actively seek such housing yourself.

When a suitable replacement dwelling unit has been found, your relocation agent will carry out an inspection and advise you as to whether the dwelling unit meets decent, safe and sanitary housing requirements. A decent, safe and sanitary housing unit provides adequate space for its occupants, proper weatherproofing and sound heating, electrical and plumbing systems. Your new dwelling must pass inspection before relocation assistance payments can be authorized.

3. MOVING BENEFITS

If you must move as a result of displacement by the Displacing Agency, you will receive a payment to assist in moving your personal property. The actual, reasonable and necessary expenses for moving your household belongings may be determined based on the following methods:

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- A Fixed Moving Payment based on the number of rooms you occupy (see below); **or**
- A payment for your Actual Reasonable Moving and Related Expenses based on at least two written estimates and receipted bills; **or**
- A combination of both (in some cases).

For example, you may choose a Self-Move, receiving a payment based on the Fixed Residential Moving Cost Schedule shown below, plus contract with a professional mover to transport your grand piano and /or other items that require special handling. In this case, there may be an adjustment in the number of rooms which qualify under the Fixed Residential Moving Cost Schedule.

A. **Fixed Moving Payment (Self-Move)**

A Fixed Moving Payment is based upon the number of rooms you occupy and whether or not you own your own furniture. The payment is based upon a schedule approved by the Displacing Agency, and ranges, for example, from $450.00 for one furnished room to $2,365.00 for eight rooms in an unfurnished dwelling. (For details see the table). Your relocation agent will inform you of the amount you are eligible to receive, if you choose this type of payment.

If you select a fixed payment, you will be responsible for arranging for your own move, and the Displacing Agency will assume no liability for any loss or damage of your personal property. A fixed payment also includes utility hook-ups and other related moving fees.

Fixed Moving Schedule CALIFORNIA (Effective 2012)	
Occupant Owns Furniture:	
1 room	$685
2 rooms	$880
3 rooms	$1,100
4 rooms	$1,295
5 rooms	$1,570
6 rooms	$1,815
7 rooms	$2,090
8 rooms	$2,365
Each additional room	$250
Occupant does NOT Own Furniture:	
1 room	$450
Each additional room	$85

B. **Actual Moving Expense (Professional Move)**

If you wish to engage the services of a licensed commercial mover and have the Displacing Agency pay the bill, you may claim the ACTUAL cost of moving your personal property up to 50 miles. Your relocation agent will inform you of the number of competitive moving bids (if any) which may be required, and assist you in developing a "mover" scope of services for Displacing Agency approval.

4. REPLACEMENT HOUSING PAYMENT - TENANTS AND CERTAIN OTHERS

You may be eligible for a payment of up to $5,250.00 to assist you in renting or purchasing a comparable replacement dwelling. In order to qualify, you must either be a tenant who has occupied the present dwelling for at least 90 days prior to the initiation of negotiations or an owner who has occupied the present dwelling between 90 and 180 days prior to the initiation of negotiations.

A. **Rental Assistance.** If you qualify, and **wish to rent** your replacement dwelling, your maximum rental assistance benefits will be based upon the difference over a forty-two (42) month period between the rent you must pay for a comparable replacement dwelling and the lesser of your current rent and estimated utilities or thirty percent (30%) of your gross monthly household income. You will be required to provide your relocation agent with monthly rent and household income verification prior to the determination of your eligibility for this payment.

- OR -

B. **Down-payment Assistance.** If you qualify, and **wish to purchase** a home as a replacement dwelling, you can apply up to the total amount of your rental assistance payment towards the down-payment and non-recurring incidental expenses. Your relocation agent will clarify procedures necessary to apply for this payment.

Where a tenant is sharing a dwelling with an owner-occupant and paying the owner-occupant rent for the privilege, the tenant shall not be entitled to more than one-half of the rental assistance otherwise payable.

5. SECTION 8 TENANTS

When you do move, you may be eligible to transfer your Section 8 eligibility to a replacement site. In such cases, a comparable replacement dwelling will be determined based on your family composition at the time of displacement and the current housing program criteria. This may not be the size of the unit you currently occupy. Your relocation agent will provide counseling and other advisory services along with moving benefits.

6. REPLACEMENT HOUSING PAYMENT - HOMEOWNERS

A. If you own and occupy a dwelling to be purchased by the Displacing Agency for **at least 180 days** prior to the initiation of negotiations, you may be eligible to receive a payment of up to $22,500.00 to assist you in purchasing a comparable replacement unit. This payment is intended to cover the following items:

1. **Purchase Price Differential** - An amount which, when added to the amount for which the Displacing Agency purchased your property, equals the lesser of the actual cost of your replacement dwelling; **or** the amount determined by the Displacing Agency as necessary to purchase a comparable replacement dwelling. Your relocation agent will explain both methods to you.
2. **Mortgage Interest Differential** - The amount which covers the increased interest costs, if any, required to finance a replacement dwelling. Your relocation agent will explain limiting conditions.
3. **Incidental Expenses** - Those one time incidental costs related to purchasing a replacement unit, such as escrow fees, recording fees, and credit report fees. Recurring expenses such as prepaid taxes and insurance premiums are not compensable.

B. **Rental Assistance Option** - If you are an owner-occupant and choose to rent rather than purchase a replacement dwelling, you may be eligible for a rental assistance payment of up to the amount that you could have received under the Purchase Price Differential, explained above. The payment will be based on the difference between an economic rent of the dwelling you occupy and the rent you must pay for a comparable replacement dwelling.

If you receive a rental assistance payment, as described above, and later decide to purchase a replacement dwelling, you may apply for a payment equal to the amount you would have received if you had initially purchased a comparable replacement dwelling, less the amount you have already received as a rental assistance payment.

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7. QUALIFICATION FOR, AND FILING OF, RELOCATION CLAIMS

To qualify for a Replacement Housing Payment, you must rent or purchase and occupy a comparable replacement unit **within one year from the following**:

- For a tenant, the date you move from the displacement dwelling.
- For an owner-occupant, the latter of:
  a. The date you receive final payment for the displacement dwelling, or, in the case of condemnation, the date the full amount of estimated just compensation is deposited in court,: **or**
  b. The date you move from the displacement dwelling.

All claims for relocation benefits must be filed with the Displacing Agency **within eighteen (18) months** from the date on which you receive final payment for your property, or the date on which you move, whichever is later.

8. LAST RESORT HOUSING ASSISTANCE

If comparable replacement dwellings are not available when you are required to move, or if replacement housing is not available within the monetary limits described above, the Displacing Agency will provide Last Resort Housing assistance to enable you to rent or purchase a replacement dwelling on a timely basis. Last Resort Housing assistance is based on the individual circumstances of the displaced person. Your relocation agent will explain the process for determining whether or not you qualify for Last Resort assistance.

If you are a tenant, and you choose to purchase rather than rent a comparable replacement dwelling, the entire amount of your rental assistance and Last Resort eligibility must be applied toward the down-payment and eligible incidental expenses of the home you intend to purchase.

9. RENTAL AGREEMENT

As a result of the Displacing Agency's action to purchase the property where you live, you may become a tenant of the Displacing Agency. If this occurs, you will be asked to sign a rental agreement which will specify the monthly rent to be paid, when rent payments are due, where they are to be paid and other pertinent information.

10. EVICTIONS

Any person, who occupies the real property and is not in unlawful occupancy, is presumed to be entitled to relocation benefits. Except for the causes of eviction set forth below, no person lawfully occupying property to be purchased by the Agency will be required to move without having been provided with at least 90 days written notice from the Agency. Eviction will be undertaken only in the event of one or more of the following reasons:

- Failure to pay rent; except in those cases where the failure to pay is due to the lessor's failure to keep the premises in habitable condition, is the result of harassment or retaliatory action or is the result of discontinuation or substantial interruption of services;
- Performance of dangerous illegal act in the unit;
- Material breach of the rental agreement and failure to correct breach within the legally prescribed notice period;
- Maintenance of a nuisance and failure to abate within a reasonable time following notice;

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- Refusal to accept one of a reasonable number of offers of replacement dwellings; or
- The eviction is required by State or local law and cannot be prevented by reasonable efforts on the part of the public entity.

11. APPEAL PROCEDURES - GRIEVANCE

Any person aggrieved by a determination as to eligibility for, or the amount of, a payment authorized by the Displacing Agency's Relocation Assistance Program may have the appeal application reviewed by the Displacing Agency in accordance with its appeals procedure. Complete details on appeal procedures are available upon request from the Displacing Agency.

12. TAX STATUS OF RELOCATION BENEFITS

California Government Code Section 7269 indicates no relocation payment received shall be considered as income for the purposes of the Personal Income Tax Law, Part 10 (commencing with Section 170 01) of Division 2 of the Revenue and Taxation Code, or the Bank and Corporation Tax law, Part 11 (commencing with Section 23001) of Division 2 of the Revenue and Taxation Code. Furthermore, federal regulations (49 CFR Part 24, Section 24.209) also indicate that no payment received under this part (Part 24) shall be considered as income for the purpose of the Internal Revenue Code of 1954, which has been redesignated as the Internal Revenue Code of 1986. No federal dollars are anticipated for this project. Therefore, federal regulations may not apply and the IRS may consider relocation payments as income. The preceding statement is not tendered as legal advice in regard to tax consequences, and displacees should consult with their own tax advisor or legal counsel to determine the current status of such payments.

(IRS Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting marketing or recommending to another party any matters addressed herein)

13. NON-DISCRIMINATION AND FAIR HOUSING

No person shall on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Displacing Agency's relocation assistance program pursuant to Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, and other applicable state and federal anti-discrimination and fair housing laws. You may file a complaint if you believe you have been subjected to discrimination. For details contact the Displacing Agency.

14. ADDITIONAL INFORMATION AND ASSISTANCE AVAILABLE

Those responsible for providing you with relocation assistance hope to assist you in every way possible to minimize the hardships involved in relocating to a new home. Your cooperation will be helpful and greatly appreciated. If you have any questions at any time during the process, please do not hesitate to contact your relocation agent at Overland, Pacific & Cutler.

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Exhibit D
Public Comments And Response